Vinesign Document ID: B305B170-8FDB-46BE-8D6A-5C40B0BB2D1B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FRANCISCO HERNANDEZ, LUCIANO ESQUEDA, EFRAIN IBARRA, CARLOS LOPEZ, RAMON ALCALA NAVARRO, as individuals and on behalf of all others similarly situated,

Plaintiffs,

vs.

GOLD POINT TRANSPORTATION, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV35686

[*Assigned for All Purposes to Hon. William F. Highberger, Dept. SSC-10*]

DECLARATION OF PLAINTIFF LUCIANO ESQUEDA IN SUPPORT OF MOTION FOR APPROVAL OF CLASS ACTION SETTLEMENT

Date: February 10, 2027
Time: 11:00 a.m.
Dept.: SSC-10

Complaint Filed: September 28, 2021
Trial Date: None Set

The signed document can be validated at https://app.vinesign.com/Verify

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DECLARATION OF LUCIANO ESQUEDA

I, LUCIANO ESQUEDA, declare as follows:

1. I am an individual over the age of 18 and a 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 contracted by Defendant Gold Point Transportation, Inc. ("Defendant") as a driver classified as an independent contractor for approximately eight (8) years. During my tenure with Defendant, I, along with the other drivers classified as independent contractors, was subject to Defendant's compensation and operating policies and practices, as well as the terms and conditions in the independent contractor agreement I was required to sign to perform services for Defendant.

3. I am informed and believe, and on that basis state, that I was an employee of Defendant, not an independent contractor, although Defendant classified me as one. I provided trucking/delivery services for Defendant who in turn generally provided trucking and delivery services to its customers.

4. Defendant maintained the trucks and center of operations at its yards in Wilmington and San Diego, California, which served as my base of operations. I was required to drive to Defendant's yards every morning in my personal vehicle to pick up the truck that Defendant required me to purchase and use to perform my job duties. After my shift, I was required to return the truck back to Defendant's yard every evening. Defendant told me how to perform my job, when and how to pick up my truck, and when and how to pick up and make deliveries.

5. I was only paid per load on a flat rate. Because of this, I do not believe I received all wages owed to me nor did I receive accurate, itemized wage statements.

6. As a driver, I was required to pay for things related to, among other things, the purchase of the truck used to provide services for Defendant, insurance costs, equipment repair costs, maintenance, unloaded mileage, tolls, licensing, fuel and taxes. Defendant also made deductions from my wages.

7. Also, I believe that I was not paid all of my wages owed at the time of the termination of my contract with Defendant.

8. 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 November 4, 2025 and throughout the settlement process.

9. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit my former drivers by helping them recover money owed to them. As a named plaintiff, I knew that I would be taking on certain risks that the other drivers would not have to take on. For example, I knew that there was a risk that I could be responsible for Defendant's costs if we lost the case. 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 drivers because I wanted Defendant to pay its current and former drivers for all unpaid wages, and reimburse all necessary business expenses, according to the law and face consequences for not doing so and other wage and hour violations.

10. I have been actively involved in this case since joining this lawsuit in September 2021, over five (5) years ago. Without revealing and/or waiving attorney-client privileged communications, I have communicated with my attorneys on numerous occasions. I estimate that I have spent approximately 45-60 hours having numerous meetings with my lawyers concerning the case and my responsibilities as a class representative, which included, among other things, gathering various employment and non-employment related documents for use in the lawsuit, responding to Defendant's written discovery responses, reviewing documents with my lawyers and answering their questions, answering follow up questions and providing guidance regarding Defendant's policies and procedures that Defendant required me and the drivers to follow, being available for mediation, participating in prolonged settlement discussions that required numerous meetings with my lawyers, and reviewing the settlement documents. I also made sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted to understand everything before I signed it.

11. As part of the proposed Settlement, I have agreed to a full general release of claims related to my relationship with Defendant that extends beyond the release of claims applicable to members of the Class as defined in the Settlement. I understand that this includes all claims, whether known or unknown, under federal, state, or local law against Defendant.

12. I believe my claims are typical of the members of the Class because they were required to follow the same policies and procedures I was required to follow when I worked for Defendant. I believe Defendant's policies and procedures were the same for all drivers classified as independent contractors in California. Since the same policies and procedures apply to myself and the drivers classified as independent contractors, I believe they were not paid all minimum wages, did not receive accurate wage statements, were not reimbursed for all necessary business expenses, were subject to unlawful deductions to wages, and were not paid all wages owed upon separation of employment.

13. As far as I am aware, I have no conflicts with any of the other independent contract drivers who are part of the proposed settlement class. I understand that as the proposed class representative, I am responsible for representing the interests of all members of the class in litigation to recover money damages for the Class and I consider the interests of the Class and put the interests of the Class before my own interests.

14. Upon retaining my attorneys, I provided written approval of the attorney fee split.

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

I have reviewed this written statement and fully understand all of its contents. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 9/30, 2026 at 1:01, California.

Luciano Esqueda