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LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiffs
FRANCISCO HERNANDEZ, LUCIANO ESQUEDA, CARLOS LOPEZ, and RAMON ALCALA NAVARRO

[*Additional counsel on following page*]

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 FRANCISCO HERNANDEZ 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

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 Plaintiffs
FRANCISCO HERNANDEZ, LUCIANO ESQUEDA, CARLOS LOPEZ, and RAMON ALCALA NAVARRO

DECLARATION OF FRANCISCO HERNANDEZ

I, FRANCISCO HERNANDEZ, 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 employed by Defendant Gold Point Transportation, Inc. ("Defendant") as driver classified as an independent contractor for approximately 18 years. During my employment with Defendant, I, along with the other drivers classified as independent contractors, was subject to Defendant's compensation and operating policies and practices.

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.

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 accurate itemized wage statements.

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

7. Also, I was not paid all of my wages owed at the time of my separation of employment 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 co-workers 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 employees 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 employees for all unpaid wages 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. 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 20 to 30 hours meeting 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, 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 employment 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 hourly, non-exempt employees. 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 09/25, 2026 at San Diego California, California.



Francisco Hernandez