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KASPER LEUZINGER, MICHAEL ALLEN JENSEN, and RICARDO AMEZCUA

8
9 UNITED STATES DISTRICT COURT

10 NORTHERN DISTRICT OF CALIFORNIA

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12 KASPER LEUZINGER, MICHAEL ALLEN
13 JENSEN, and WILLIAM MATNEY-TATE,
14 and RICARDO AMEZCUA, on behalf of
themselves and all others similarly situated,

15 Plaintiffs,

16 vs.

17 GARDNER TRUCKING, INC., a California
18 corporation; GARDNER TRUCKING
19 CONVERSION, LLC, a California Limited
20 Liability Company; CRST EXPEDITED,
INC., an Iowa Corporation; CRST THE
TRANSPORTATION SOLUTION, INC., an
entity of unknown formation; and DOES 1
through 50, inclusive,

21 Defendants.

Case No. 4:21-cv-04952-YGR

Consolidated with:

4:21-cv-07474-YGR

4:21-cv-07741-YGR

4:22-cv-06501-YGR

Related on July 27, 2021 to *Castro v. Gardner
Trucking, Inc.*, N.D. Cal. Case No. 4:20-cv-
05473-YGR

DECLARATION OF RICARDO AMEZCUA

Action Filed On: June 28, 2021

DECLARATION OF RICARDO AMEZCUA

I, RICARDO AMEZCUA, declare and state as follows:

1. I am a resident of the State of California and am over 18 years of age. The following facts are stated from my personal knowledge, except those facts stated on information and belief, which I believe to be true and correct, and if called as a witness, I could and would testify competently thereto under oath. I am a named plaintiff and class representative in this action against Defendant CRST Expedited, Inc. d/b/a CRST The Transportation Solution, Inc. ("Defendant").

2. I make this declaration in support of Plaintiffs' motions for approval of the Class Action Settlement in this Action, as well as Plaintiffs' anticipated Motion for Award of Attorneys' Fees, Reimbursement of Litigation Costs, and Enhancement Awards.

3. I worked for Defendant as a truck driver and dispatcher in the State of California from approximately February 2018 through February 2020.

4. I understand that, as a class representative, I have certain duties and responsibilities to the class, and I believe that I have fairly represented the interests of all class members during the entire course of this action.

5. My counsel provided me with information regarding class actions, how they work, and what my duties would be as the class representative. I agreed to serve as a class representative in this matter so that I could seek to recover damages and penalties on behalf of myself and others similarly situated to me.

6. I understand that the Settlement in this case is subject to this Court's approval to ensure that it is in the best interest of the class as a whole. I have no conflicts with the members of the class.

7. I understand that my attorneys are submitting an application to this Court for an enhancement award to compensate me for my unique contributions to the success of this action in the amount of \$10,000.00. This amount is only 0.2% of the gross settlement amount of \$4,050,000. I believe this amount is fair and reasonable compensation for my efforts in this case and the risks I have taken in pursuing a fair recovery for the class.

8. I have provided Defendant with a release of the claims I have alleged against it. By agreeing to settle the case in the best interest of the class, I have given up the right to pursue individual

1 claims for unpaid wages and penalties and recover substantially more in unpaid wages, interest, waiting
2 time penalties, and paystub penalties.

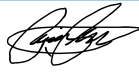
3 9. As a class representative, I assumed a fiduciary role to the class. I agreed to: (1)
4 consider the interests of the class just as I would consider my own interests and, in some cases, to put the
5 interests of the class before my own interests; (2) actively participate in the lawsuit, as necessary, by
6 among other things, answering interrogatories, producing documents to Defendant, and giving
7 depositions and trial testimony, if requested; (3) travel to give such testimony; (4) recognize and accept
8 that any resolution of the lawsuit by dismissal or settlement, is subject to court approval, and must be
9 designed in the best interest of the class as a whole; (5) follow the progress of the lawsuit and provide all
10 relevant facts to my attorneys; (6) champion many other people with similar claims and injuries because
11 of the importance of the case and the necessity that all class members benefit from the lawsuit; and (7)
12 fight for a resolution in which the individual recoveries to each class member, including me, maybe
13 relatively small. I agreed to shoulder all of these responsibilities in exchange for a proportionate share
14 of funds made available for distribution to the class. I had no guarantee of an enhancement award. I
15 have spent at least 40 hours of my time in connection with this case to date. The activities I have
16 performed have included but have not been limited to: obtaining legal counsel, speaking with my legal
17 counsel on numerous occasions, assisting them in gathering information, identifying the claims brought
18 in this case, gathering documents from my employment with Defendant, responding to discovery
19 requests, and participating in two full-day mediations. I have also spent time carefully reviewing the
20 Settlement, and other case-related documents on my own and with my counsel to make sure that the
21 Settlement and other work my attorneys performed are in the best interest of the class. Since the parties
22 reached a settlement, I have regularly contacted my counsel to follow the progress of the case.

23 10. Further, my counsel have advised me of the possibility that, if the case was lost, I could
24 have been ordered to pay Defendant's costs and even attorneys' fees in this case, which could have been
25 thousands of dollars by the end.

26 11. Because I filed this lawsuit, there is a public record at the Court showing that I brought a
27 class action lawsuit against my former employer. The payment to me of the enhancement award of
28 \$10,000.00 is not equal to the harm to my future career prospects that this case may cause me.

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

3 Executed on 18/04/2024 in Fontana, California.

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7 RICARDO AMEZCUA