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Attorneys for Plaintiffs EDDIE ESCAMILLA,
GUSTAVO ESCAMILLA, and ARTURO
ESCAMILLA, on behalf of themselves, all others
similarly situated and on behalf of the general public.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO

EDDIE ESCAMILLA, GUSTAVO
ESCAMILLA, and ARTURO
ESCAMILLA, on behalf of themselves, all
others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

KEYSTONE FREIGHT CORP.;
NATIONAL RETAIL
TRANSPORTATION, INC.; and DOES 2
through 100,

Defendants.

Case No. CIVDS1931366

**DECLARATION OF GUSTAVO
ESCAMILLA IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 I, Gustavo Escamilla, hereby declare under penalty of perjury as follows:

- 2 1. I have personal knowledge of all matters stated herein, and if called as a witness, I could
3 and would competently testify thereto, except as to those matters stated upon information
4 and belief, and as to those matters, I believe them to be true.
- 5 2. I am a named Plaintiff and Class Representative in the above-captioned lawsuit, and I
6 submit this declaration in support of Plaintiffs' Motion for Final Approval of Class Action
7 Settlement.
- 8 3. I drove for Keystone Freight ("Keystone") as an owner operator in California from
9 approximately August 2011 to January 2018.
- 10 4. I have been in regular contact with my attorneys throughout the prosecution of this case
11 and have been kept apprised of all aspects of the case. Throughout the litigation, I have
12 always been available to provide my attorneys with helpful information for this lawsuit.
- 13 5. I understood that a large amount of work could be required of me as a class representative,
14 and I was willing to and did engage in this work. Even though I was juggling a heavy work
15 schedule, I would also make time to talk with my attorneys when they would reach out. I
16 also provided them with information and pulled all of the documents I had from my time
17 driving for Keystone. During the settlement process, I reviewed and analyzed the
18 settlement agreement and settlement papers to ensure the settlement was fair and
19 reasonable and in the best interests of the class.
- 20 6. I have and will continue to adequately represent all of the interests of the class, which
21 consists of all individuals that performed work for both Keystone and National Retail
22 ("Defendants") in California as owner operators and those who worked under the owner
23 operators at any time between October 18, 2015, through April 11, 2022. I do not have any
24 interests different from those of the class members. I initiated this lawsuit on behalf of
25 myself and the class because I wanted to fix what I saw as problems affecting all of us.
- 26 7. From the beginning, I put my interests behind the other drivers' interests. At one point in
27 the case, Defendants sued my company. They were saying that my company was the one
28 who owed the money my lawsuit against them claimed Defendants owed. Their lawsuit

1 against my company was essentially saying that if I go forward and win, my company
2 would have to pay the money they would owe, not Defendants. This was extremely
3 stressful and I fully understood that, if their lawsuit against my company was not defeated,
4 continuing on in my lawsuit against them could cause me to lose a considerable amount of
5 money. Despite that threat of personal financial loss, I decided to not back down and
6 continued to fight for the class.

7 8. Based on these significant risks I believe the \$10,000 enhancement award request is
8 reasonable.

9 9. My claims are typical of the class, because I am similarly situated to all current and former
10 owner operators and those who worked under the owner operators at any time between
11 October 18, 2015, through April 11, 2022. Thus, my interests are the same as all members
12 of the proposed class.

13 10. Although I did not attend the mediation in person, I was available via phone. During the
14 settlement negotiations, my attorneys continually communicated and explained every part
15 of the negotiation process. Having been fully informed and advised by my attorneys as to
16 the strengths and risks of further litigation, I gave my consent to settle with Defendants for
17 the gross settlement amount of \$1,500,000, which I find to be fair and reasonable.

18 11. I understand that this additional service award is not guaranteed and is subject to Court
19 approval. My opinion about the fairness and adequacy of the settlement in the case is not
20 based on this potential payment.

21 12. While I truly believe that I was doing the right thing in pursuing this case, I do believe that
22 I have paid a price for the greater good of other employees, who will now obtain some
23 relief through the terms of the proposed settlement.

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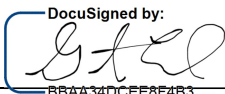
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1 13. I recognize that any resolution of this matter must be approved by the Court in terms of
2 whether the settlement is fair and reasonable, and that I am obligated to protect the
3 interests of all of class members for the Class Period.

4 I declare under penalty of perjury under the laws of the State of California that all the
5 foregoing is true and correct.

6 Dated: 8/9/2022

7 By: 
8 BB7A34DCE8F4B3
9 GUSTAVO ESCAMILLA