

1 Theodore Tang, Esq. (Bar No. 313294)
2 theodore@frontierlawcenter.com
3 Manny Starr, Esq. (Bar No. 319778)
4 manny@frontierlawcenter.com
5 Daniel Ginzburg (327338)
6 dan@frontierlawcenter.com
7 FRONTIER LAW CENTER
8 23901 Calabasas Road, Suite 1084
9 Calabasas, CA 91302
10 Telephone: (818) 914-3433
11 Fax: (818) 914-3433

12 Attorneys for Plaintiff, Efrain Robles

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14
15 **SUPERIOR COURT OF CALIFORNIA**

16 **COUNTY OF IMPERIAL**

17 EFRAIN ROBLES, for himself and all others
18 similarly situated,

19 Plaintiff,

20 v.

21 GEO TRANSPORTATION, INC., and DOES 1
22 to 100,

23 Defendants.

) CASE NO. EXU002464

) CLASS ACTION

) **DECLARATION OF EFRAIN ROBLES**
) **IN SUPPORT OF PLAINTIFF'S**
) **MOTION FOR PRELIMINARY**
) **APPROVAL OF CLASS ACTION AND**
) **PAGA SETTLEMENT**

) Date: October, 23, 2024

) Time: 8:30 a.m

) Dept.: 5

) Action filed: July 5, 2022

1 I, Efrain Robles, declare:

2 1. I am an individual currently residing in California. I am over the age of 18, and the
3 following is based upon my own personal knowledge. If called to testify, I could and would testify
4 thereto.

5 2. I was employed in California by GEO Transportation, Inc. (hereinafter referred to as
6 “Defendants”) from approximately January 27, 2020 to November 17, 2023, as a transport officer.

7 3. I initiated my first contact with Frontier Law Center in approximately November of
8 2021. Thereafter, I retained Frontier Law Center to represent me in the class action and Private
9 Attorney General Act (“PAGA”) lawsuit. I spoke to the lawyers at Frontier Law Center and their
10 staff regularly through the past thirty-three (33) months since retaining them as Counsel.

11 4. I understand that the lawsuit alleges Defendant did not pay all earned wages to
12 hourly employees for all the time that they worked each day due to improper calculation of the
13 regular rate of pay, time worked before and after clocking in and out every shift, failing to provide
14 off site compliant meal and rest periods. I also understood that the lawsuit alleged that the paystubs
15 provided by Defendants were not compliant with the labor code.

16 5. While I was employed by Defendants, I was not able to take legally compliant off-
17 premises meal breaks, because Defendants required a screening process which long delayed
18 entering and leaving. Furthermore, I never signed an On Duty Meal Period Agreement. Similarly,
19 I was not allowed to take off premises rest breaks.

20 6. I believed that the policies of which I complained were the same for all Defendant’s
21 hourly employees. I was able to provide documents and to review documents that were produced
22 in this action including paystubs, handbooks, and policy documents. I believe that the documents
23 that I provided to my counsel as well as documents produced by Defendant verify that Defendant
24 was not properly paying me or other hourly employees. I assisted in all aspects of this litigation,
25 helping to draft discovery which my attorneys sent on behalf of myself and the putative class
26 members, and attending multiple telephonic conferences in preparation for mediation. I reviewed
27 documents provided to me by my attorneys and spent numerous hours in discussions about this
28

1 matter with my attorneys at the Frontier Law Center.

2 8. Despite numerous family obligations and work matters, I have spent 20 hours on
3 this case since my initial contact with the lawyers on this matter, over two (2) years ago, and
4 anticipate more time as the class settlement notice will be mailed shortly. I asked for and was
5 provided all relevant documents and pleadings in this case including the defense position in
6 preparation for mediation. I have reviewed the settlement papers and the payroll, time records, and
7 policy documents that were produced in the litigation and for the mediation session. I was also
8 involved in discussing evidence and the expert exposure provided in advance of mediation. I
9 participated in all calls as requested by counsel.

10 9. I made myself available on the Zoom call during the mediation on March 2, 2023. I
11 was involved in the settlement negotiations and discussions with Frontier Law Center. I gave my
12 authorization to negotiate and the parties settled at mediation under the guidance of mediator Steve
13 Pearl.

14 10. I am an adequate representative of the hourly employees. I also believe that I am
15 adequate to represent all class members in the claims that are being certified on a conditional basis
16 as a result of the settlement. My interests are the same as the other hourly employees, as all
17 employees in the class were subject to the same policies and procedures at issue in the suit. I also
18 believe my attorneys are adequate to represent the class. I have always been prepared and willing to
19 remain a class representative through trial in this matter, if necessary.

20 11. Prior to agreeing to be a class representative, I agreed that I was informed and gladly
21 agreed to accept the following in regard to my role as a class representative:

22 a. A class representative represents the interests of all members of the class in
23 the litigation to recover money damages or obtain injunctive relief for the class;

24 b. I would and did represent all persons who are similarly situated with respect
25 to a common course of conduct or practice. In other words, all those persons who
26 are affected by the challenged behavior;

27 c. A class representative has claims that are typical of those of the class, and
28 thus involve common issues of law or fact;

1 d. A class representative always considers the interests of the class just as he
2 would consider his own interests and must put the interests of the class before his
3 own interests. This means that I am a champion of the class or a fiduciary litigant;

4 e. A class representative always actively participates in the lawsuit, as
5 necessary, by, among other things, answering interrogatories, producing documents
6 to the defendants and giving deposition and trial testimony if required. I understood
7 that I may be required to travel to give such testimony;

8 f. A class representative recognizes and accepts that any resolution of the
9 lawsuit, by dismissal or settlement, is subject to Court approval, and must be
10 designed in the best interest of the class as a whole;

11 g. A class representative is not required to be particularly sophisticated or
12 knowledgeable about the subject of the lawsuit. However, a class representative
13 should follow the progress of the lawsuit and should provide all relevant facts to the
14 lawyers for the class. I did follow the progress of the case from the day it was filed
15 until the present;

16 h. A class representative volunteers to represent or champion many other
17 people with similar claims and injuries because of the importance of the case and
18 that necessity that all class members benefit from the lawsuit equally; the savings of
19 time, money and effort should benefit all parties and the Court. Class actions are an
20 important tool to assure compliance with the law even where an individual's losses
21 may be relatively small.

22 12. I also understood that I was acting as a Private Attorney General on behalf of the
23 aggrieved employees and the State of California.

24 13. I believe that the Class Action Settlement in the gross amount of \$750,000 obtained
25 on behalf of the class of approximately 85 class members is excellent in view of the complex and
26 varied issues involved with the case. I took into consideration the strength and weakness of the
27 various claims for all employees and along with my attorneys agreed to the settlement. I was prepared
28 to sit for class trial, PAGA trial, and individual trial if necessary. I strongly support the settlement
in this matter. When I was contemplating settlement, I always kept the best interests of the class in

mind over my own and I was not willing to settle the matter until I felt it was in the best interest of all class members. I understand that the settlement value is approximately 9.7% of the maximum value of the case. I believe that this is excellent result because the net settlement amount provides \$4,898.24 per class member (on average, although the actual distribution will be by number of workweeks). As set forth above, I have been involved with the pleadings, discovery, and the settlement negotiations prior to, during, and after the mediation session. I understand many risk factors that were considered and financial issues that were considered when agreeing to the settlement being presented to the Court. I have every reason to believe that the class members will be excited about the settlement amount and their respective settlement share. Despite the financial hardship that it would have caused me, I was prepared to sit in trial for up to 2-4 weeks, if necessary.

14. I have no claim that was antagonistic to the class. I accepted the potential risk of being liable for the opposing parties' costs if we were unsuccessful in this lawsuit. I have accepted the stigma of being a class representative in a class action labor dispute which has affected my future employability with other employers in the same industry.

15. Furthermore, there is no request for a class representative enhancement. By way of this settlement, I will receive no special treatment or compensation other than my own pro rata share of the net settlement fund. This is true even though I am signing a release that is broader than the release that will affect the other Class Members. I understand that in doing so, I have waived the right to bring any further claims against Defendant arising from my employment other than my claim for wrongful termination, which is being brought through a separate union grievance process.

16. I understand and agree that my wrongful termination claim shall in no way have any impact on my role as a class representative nor will I allow it to influence me with regard to the Class Settlement.

17. I support my attorneys' request for fees as I believe the fee request of 33.333% of the gross settlement amount of \$750,000 or \$250,000.

18. I also believe that the attorneys' cost request of not to exceed \$20,000.00, exclusive of Settlement Administration Costs, is reasonable in light of the excellent work and favorable result

1 my attorneys achieved for the members of the class. I believe that the attorneys' costs incurred to
2 date from the lawyers retained to represent me and the class are reasonable and have been necessarily
3 incurred and paid to prosecute this action and achieve this excellent result. I believe that my attorneys
4 have worked hard and achieved an excellent result on behalf of the class.

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

7 Executed on 09/16/24 | 3:44 PDT at 09/16/2024, California
(City)

DocuSigned by:

Efrain Robles

Efrain Robles