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Attorneys for Plaintiff Amritpal Hundal, on behalf of himself and on behalf of all similarly situated individuals

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

AMRITPAL HUNDAL, on behalf of himself
and on behalf of all similarly situated
individuals,

Plaintiff,

v.

QFS TRANSPORTATION LLC, a Nevada
limited liability company, MMG GROUP, a
California corporation d/b/a GREATWIDE
TRUCK LOAD MANAGEMENT,
CONTRACTOR MANAGEMENT
SERVICES LLC, a California limited liability
company d/b/a OPENFORCE, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: STK-CV-UOE-2022-5694

*Assigned to the Honorable Robert T. Waters,
Dept. 11B*

**DECLARATION OF EVAN S. GAINES IN
SUPPORT OF STIPULATION RE:
DISMISSING CLASS AND
REPRESENTATIVE PRIVATE
ATTORNEYS GENERAL ACT ACTION**

Complaint Filed: July 8, 2022

1 I, EVAN S. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I
3 am Of Counsel at Gaines & Gaines, APLC, counsel for Plaintiff Amritpal Hundal (“Plaintiff”)
4 in this action. I have personal knowledge of the facts set forth herein and if called to testify to
5 them, I could and would do so competently.

6 2. On July 8, 2022, Plaintiff, on behalf of himself and on behalf of all similarly
7 situated individuals filed a class action complaint against Defendants QFS Transportation, LLC,
8 MMG Group, and Contractor Management Services, LLC d/b/a Openforce (collectively,
9 “Defendants”).

10 3. On November 2, 2022, Plaintiff amended his complaint to include representative
11 claims pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor
12 Code § 2698 *et seq.*, seeking civil penalties for violations of the California Labor Code. The
13 First Amended Complaint is the operative complaint in this Action.

14 4. After a review of the claims and defenses to the Action, and considering
15 Defendants’ contentions (1) that Plaintiff signed a valid and enforceable arbitration agreement,
16 which also contains an enforceable class action waiver; (2) that Defendants properly classified
17 Plaintiff as an independent contractor; (3) that the amount paid to Plaintiff for his services under
18 Plaintiff’s agreement with Defendants covered all of the work necessary to complete pick-up
19 and delivery of any load Plaintiff hauled and any reasonable and necessary business expenses
20 Plaintiff incurred in performance of those services; (4) that class certification would be a
21 difficult, if not impossible hurdle; and (5) that one or more of the Defendants are suffering
22 financial difficulties that could greatly hinder their ability to pay any class settlement or further
23 defend this Action, my office has concluded that it is in all Parties’ best interest to resolve
24 Plaintiff’s individual claims only.

25 5. The Parties have negotiated a settlement of Plaintiff’s individual claims only, and
26 the class and PAGA claims will be dismissed *without* prejudice.

27 6. The settlement between Plaintiff and Defendants does not contemplate the waiver
28 of any claims by anyone other than Plaintiff and does not provide for the waiver of class and

1 PAGA claims asserted on behalf of any employee or the state, such that there is no allocation of
2 civil penalties in the Settlement.

3 7. Concurrent to the filing of this Stipulation, the Parties have submitted the
4 Settlement Agreement to the LWDA in compliance with Labor Code section 2699(1)(2).

5 8. No notice is required to be given to the putative class because no notice of the
6 pending Action was ever given; there has been no publicity of which the Parties are aware;
7 neither Plaintiff nor my office has communicated with any absent class members about the
8 Action; there is no other pending action, of which the Parties are aware, brought by a member
9 of the putative class or including an overlapping putative class; and the putative class is not
10 reasonably ascertainable at the present time; consequently, no absent putative class member will
11 suffer prejudice as a result of this dismissal

12 9. Plaintiff, therefore, requests that the Court enter a dismissal of this action *with*
13 *prejudice* as to Plaintiff's individual claims and dismissal *without prejudice* of the class and
14 representative PAGA action claims, pursuant to the stipulation submitted concurrently herewith.

15 I declare, under penalty of perjury, under the laws of the State of California, that the
16 foregoing is true and correct. Executed on January 6, 2023 at Westlake Village, California.

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18 Evan S. Gaines
19 EVAN S. GAINES
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1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the
3 within action. My business address is 4550 E. Thousand Oaks Blvd., Suite 100 Westlake Village, CA 91362.

4 _____ (For messenger) my business address is:

5 On January 6, 2023, I served the foregoing documents described as **(1) STIPULATION AND [PROPOSED]**
6 **ORDER DISMISSING CLASS AND REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT ACTION**
7 **and (2) DECLARATION OF EVAN S. GAINES IN SUPPORT OF STIPULATION RE: DISMISSING CLASS**
8 **AND REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT ACTION** on the interested parties in this
9 action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

10 **Christopher J. Eckhart, Esq.**
11 **Karen Butler Reisinger, Esq.**
12 **SCOPELITIS, GARVIN, LIGHT, HANSON &**
13 **FEARY, P.C.**
14 **10 West Market Street, Suite 1400**
15 **Indianapolis, IN 46204**
16 **Attorneys for Defendant QFS Transportation LLC**

Laura C. McHugh, Esq.
DUGGAN McHUGH LAW CORPORATION
641 Fulton Avenue, Suite 100
Sacramento, CA 95825
Attorneys for Defendant MMG Group

17 On the above date:

18 ☒ (BY ☒ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
19 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing
20 correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of
21 business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage
22 meter date is more that one day after date of deposit for mailing in affidavit.

23 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
24 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier
25 or driver authorized by the express carrier to receive documents.

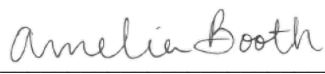
26 _____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-
27 delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

28 ☒ (UPLOADED TO LWDA WEB PORTAL) I caused the above-described documents to be delivered to the
Labor & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov) in accordance
with the procedure imposed by the LWDA.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 6, 2023, at Westlake Village, California.


AMELIA BOOTH