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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF ALAMEDA**

10
11 PABLO ACOSTA, COLLEEN DUARTE,
12 CALVIN SMITH, SLEEM SHEIKH, and CHIA-
13 CHEN CHANG, individuals, on behalf of
themselves, and on behalf of all persons similarly
situated,

14 Plaintiffs,

15 vs.

16 AXLEHIRE, INC., a Corporation; and DOES 1
through 50, inclusive,

17 Defendants.
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Case No. 23CV057116
[consolidated with 23CV055896]

**DECLARATION OF CALVIN SMITH
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: August 5, 2025

Hearing Time: 2:30 p.m.

Judge: Honorable Somnath Raj Chatterjee
Dept: 21

Date Filed: December 1, 2023

Trial Date: Not set

1 I, Calvin Smith, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. During the class period I worked as a Courier for the Defendant Axlehire, Inc.,
10 ("Axlehire" or "Defendant") in California and during that time period I was classified by
11 Axlehire as an independent contractor.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 Apex Class Action Services LLC., the settlement administrator. I am not aware of any other
19 pending matter or action asserting claims that will be extinguished or adversely affected by this
20 settlement.
21

22 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative because
23 I felt that my legal rights as an employee and others like me were violated. Axlehire
24 misclassified my job position, Courier, as an independent contractor. Therefore, Axlehire failed
25 to provide me with all my meal breaks and failed to provide me with all my rest breaks during
26 my employment as a result of Axlehire's strict route schedules and job demands. Also, Axlehire
27 failed to compensate me for all my overtime hours worked and at the proper rate. As another
28

1 example, Axlehire failed to issue accurate wage statements to me. Axlehire also failed to record
2 the time I performed work for the company.

3 6. I spoke to my attorneys several times and discussed how Axlehire implemented
4 its company policies and procedures. I also assisted my attorneys in their investigation into my
5 claims by providing them documents and answering their questions. I reviewed the amended
6 complaint before it was filed and after it was filed, I was given access to an electronic file
7 sharing program that alerted me via email when important documents were filed so that I could
8 review them and keep up with the developments in the case which I understood was one of my
9 duties as a class representative. I would also contact my attorneys from time to time if I had any
10 questions about the case.
11

12 7. Even though this action is in the process of settling, I was and remain prepared to
13 perform all the duties of a class representative. I understand that as a class representative I have
14 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
15 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
16 benefit of the class members and surrender any right to compromise the group action for an
17 individual gain.
18

19 8. I understood that being a plaintiff/class representative in this case meant that I was
20 seeking damages not only for myself but also other current and/or former Couriers classified as
21 independent contractors working for Axlehire in California who make up the class. I felt that
22 these individuals were not aware of their labor law rights and even if they were they would
23 probably be apprehensive about speaking up or even simply because of the time, effort and risk
24 involved in filing a class action lawsuit.
25

26 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
27 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all
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1 or part of the attorney fees and costs paid by Axlehire to defend this lawsuit. Also, I knew there
2 was a risk that future employers, if they ever find out about this lawsuit, could hold it against me
3 or downgrade me as a potential hire. As one of only five named Plaintiffs in this case it would
4 not be difficult for a future employer to become aware that I sued my employer for labor law
5 violations. Ultimately, I decided these risks were worth it and decided to fight for my rights and
6 the rights of others regardless of the risks, time and effort I spent on this case.
7

8 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
9 to date on important developments by reviewing court filings that were made available to me
10 electronically as I described above.

11 11. A mediation took place on January 16, 2025 with Kevin Barnes, a well-respected and
12 experienced mediator of wage and hour class actions. After the mediation the parties were able to
13 reach an agreement to settle the action. I communicated with my attorneys regarding the terms of
14 the settlement which was reached between the parties and understood that I was representing
15 absent class members and therefore wanted the best possible result to be obtained for the class
16 members and I believe a very positive result was in fact achieved via settlement. I reviewed and
17 signed the Memorandum of Understanding on February 12, 2025 and when the final settlement
18 papers were ready, I closely reviewed the Settlement Agreement which I signed on July 2, 2025.
19

20 12. I have been actively involved with this lawsuit performing the duties described above.
21 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
22 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
23 the settlement process. I estimate that I spent approximately 20-30 hours working on this case
24 up until this point. I believe I have been diligent and have done what is expected of a named
25 plaintiff and a proposed class representative to date and will continue to do so. I have and always
26 will maintain the best interests of the class members.
27
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1 13. My attorneys explained to me that the settlement process involves a two-step review by
2 the Court to determine whether the settlement is fair before approving the settlement. I know
3 this process also involves notifying all class members of the settlement terms and of their rights
4 to make a claim for their settlement share, to opt out of the settlement or to object to the
5 settlement.
6

7 14. I believe I did the right thing by filing this case on behalf of the class members who,
8 subject to court approval, are in line to receive monetary payments as a result of this case and
9 settlement. This is money they may never have ever gotten if I did not pursue this action on their
10 behalf. I feel significant personal satisfaction to know that I played a role in the class members
11 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
12 the requested Class Representative Service Payment of \$15,000 from the settlement is fair
13 compensation for the work I performed and the risks I undertook.
14

15 15. As part of the settlement, it was necessary for me to sign a general release of all claims
16 I may have against Axlehire. I believe the Class Representative Service Payment I have
17 requested provides me with some compensation for this agreed release.
18

19 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing
20 my employer, the exposure to being responsible for paying Defendant's costs in the event we did
21 not win the case, the reputational risk that future employers may hold this lawsuit against me, the
22 general release and in light of the size of the settlement, I believe the request for \$15,000 as a
23 Class Representative service payment is fair and reasonable.
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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on 07/03/2025, at Los Angeles , CA.
4 (city, state)

5 
6 Calvin Smith (Jul 3, 2025 17:00 PDT)
7 Calvin Smith