Docusign Envelope ID: 9F9D9D92-0716-4F36-8987-D5BCA80DB5E4

Aaron A. Bartz (SBN 198722)
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413 / Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com

Walter L. Haines, Esq. (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006
Email: walter@uelglaw.com

Attorneys for Plaintiff STETSON WHITEHEAD and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

STETSON WHITEHEAD, an individual; on behalf of himself and all others similarly situated and the general public,

Plaintiffs,

vs.

GLS US FREIGHT, INC., a California corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-UOE-2023-0012910

[Assigned for all purposes to the Hon. Robert T. Waters, Dept. 11B]

DECLARATION OF PLAINTIFF AND CLASS REPRESENTATIVE STETSON WHITEHEAD IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: April 30, May 2, 6, 7, or 8, 2025
Time: 9:00 a.m.
Dept: 11B

Docusign Envelope ID: 9F9D9D92-0716-4F36-8987-D5BCA80DB5E4

I, STETSON WHITEHEAD, declare as follows:

1. I am over the age of eighteen and am the Class Representative Plaintiff in the matter *Whitehead v. GLS US Freight, Inc.* The foregoing is based upon my personal knowledge and, if called as a witness, I could and would competently testify thereto.

2. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

3. I was previously employed by Defendant in 2023 and worked in California as a truck driver. During my time working for Defendant, I was subjected to the same wage and hour policies and practices that are at issue in this case, including the Defendant's practice of failing to pay employees all wages owed, failing to provide meal periods, failing to authorize and permit rest periods, failing to provide accurate wage statements, failing to reimburse business expenses and related issues.

4. Since the beginning of this case, I have been closely involved in assisting my attorneys with prosecuting this action and have done so diligently and aggressively since I filed the Complaint in November 2023. Prior to getting involved in this case, I spoke with my attorneys for many hours to understand the nature of the case and shared with my attorneys the wage and hour violations that I experienced at Defendant. Before becoming involved in the case, I also spent several hours acquainting myself with my duties and obligations as a class action representative, and my role in prosecuting this case against Defendants.

5. After I became involved in this case, I assisted my attorneys in reviewing and understanding the documents exchanged in discovery. I reviewed many of Defendant's payroll records and policy documents with my attorneys and answered my attorneys' questions relating to those documents.

6. The parties agreed to go to Mediation on January 29, 2025. I spoke with my attorneys at length in advance of the Mediation so that they would be fully prepared to address any issues that arose during the Mediation. I also was on-call during the Mediation, and spoke with my attorneys on the day of the Mediation to ensure that my attorneys were fully informed about the wage practices that occurred while I was employed by Defendant.

Docusign Envelope ID: 9F9D9D92-0716-4F36-8987-D5BCA80DB5E4

7. As the parties were negotiating settlement of this case, I stayed in communication with my attorneys throughout this time period and worked with my attorneys in answering any questions they had to help them to achieve the best results possible to resolve this matter through settlement. I made sure to always make myself available to answer any questions they had and respond to case issues that came up throughout the settlement negotiation process.

8. Since the parties reached agreement on settlement, I have communicated with my attorneys regarding the settlement terms, and spent many hours reviewing the lengthy settlement agreement, and ensuring that the settlement agreement is fair to all class members.

9. As detailed above, I actively participated in all stages of litigation and have been continuously apprised of all aspects of this case.

10. I have been diligent, and I believe I acted above and beyond that which was expected of me as a Class Representative throughout all stages of the litigation, up to and including the settlement of this Class Action. I understand and agree to my fiduciary obligations and responsibilities as a class representative, and I have agreed to act in the best interests of the class in pursuing the claims alleged in this case. I also have no claims that are antagonistic to the class, as my interests are aligned with all other class members to obtain the best possible resolution for the class.

11. I believe that the Class Action Settlement and PAGA representative settlement in the gross amount of $1,600,000 obtained on behalf of the class is excellent in view of the complex and varied issues involved with the case. I took into consideration the strength and weakness of the various claims for all employees and along with my attorneys agreed to the settlement. I was prepared to sit for 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 and the aggrieved employees in mind over my own and I was not willing to settle the matter until I felt it was in the best interests of all class members and aggrieved employees.

12. In addition to performing work on this matter, I assumed a substantial risk in serving as a class representative if the Defendant prevailed in this case. My willingness to assume the financial risk was and is significant. Although I was confident in the merits of this

Docusign Envelope ID: 9F9D9D92-0716-4F36-8987-D5BCA80DB5E4

lawsuit, I do not have any savings to speak of, and bringing this lawsuit was a serious commitment on my behalf and exposed myself to considerable risk. My attorneys have advised me that California law provides that the losing party must pay the prevailing party's costs. As such, if the Defendant had prevailed in this case, I would have been subjected to a cost award in the amount of tens of thousands of dollars. Notwithstanding these risks, I chose to serve in my capacity as Class Representative and pursue all claims against Defendant.

13. Given the above, I believe a $10,000 enhancement fee and general release payment is appropriate, fair and reasonable in this case.

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

Executed on March 28, 2025, in the City of San Diego, State of California.

DocuSigned by:
15E4C0FBF03D4AD...
Stetson Whitehead