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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 FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 1, 2025

Time: 9:00 a.m.

Dept: 11B

1 I, STETSON WHITEHEAD, declare as follows:

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

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

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

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

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

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

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

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

9 9. As detailed above, I actively participated in all stages of litigation and have been
10 continuously apprised of all aspects of this case. I estimate I spent at least 40 hours in
11 connection with this case.

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

19 11. I believe that the Class Action Settlement and PAGA representative settlement in
20 the gross amount of \$1,600,000 obtained on behalf of the class is excellent in view of the
21 complex and varied issues involved with the case. I took into consideration the strength and
22 weakness of the various claims for all employees and along with my attorneys agreed to the
23 settlement. I was prepared to sit for trial, if necessary. I strongly support the settlement in this
24 matter. When I was contemplating settlement, I always kept the best interests of the class and
25 the aggrieved employees in mind over my own and I was not willing to settle the matter until I
26 felt it was in the best interests of all class members and aggrieved employees.

27 12. In addition to performing work on this matter, I assumed a substantial risk in
28 serving as a class representative if the Defendant prevailed in this case. My willingness to

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

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

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

12 Executed on September 2, 2025, in the City of San Diego, State of
13 California.

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15 DocuSigned by:

16 13E4C6FBF03D4AD...
17 Stetson Whitehead
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