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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO, HALL OF JUSTICE

LUIS CORTEZ, ANTONIO RODRIGUEZ, and WILLIAM MILLER as individuals and on behalf of all others similarly situated, Plaintiff, v. EXTREME TRANSPORTATION, INC., a California corporation; and DOES 1 through 100, inclusive, Defendants.	Case No. 37-2024-00012130-CU-OE-CTL [*Assigned for All Purposes to the Honorable Evan P. Kirvin; Dept. C-69*] **DECLARATION OF PLAINTIFF LUIS CORTEZ IN SUPPORT OF MOTIN FOR APPROVAL OF CLASS ACTION SETTLEMENT** Date: November 13, 2026 Time: 9:00 a.m. Complaint Filed: March 12, 2024 Trial Date: None Set

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DECLARATION OF LUIS CORTEZ

I, LUIS CORTEZ, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement ("Settlement") reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Defendant Extreme Transportation, Inc. ("Defendant") as a company driver from about November 2022 to approximately February 28, 2024.

3. I am informed and believe, and on that basis state, that my wage statements did not show the total hours I worked during the pay period.

4. I have worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available to speak and meet with my lawyers whenever I was needed, including the entire day of the mediation on February 26, 2026 and throughout the settlement process.

5. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit my former co-workers and Defendant's current employees by helping them recover money they were entitled to as a result of Defendant's practices. As the named plaintiff, I knew that I would be taking on certain risks that the other employees would not have to take on. For example, I knew that there was a risk that I could be responsible for Defendant's costs if we lost the case. Even though I understood that joining a lawsuit is a public record and could stigmatize me and may affect my future employability, I accepted that burden for the benefit of other employees of Defendant because I wanted Defendant to pay its current and former employees for all unpaid wages according to the law and face consequences for not doing so.

6. I have been actively involved in this case since joining this lawsuit. Without revealing and/or waiving attorney-client privileged communications, I have communicated with my attorneys on numerous occasions. I estimate that I have spent approximately 25-30 hours meeting with my lawyers concerning the case and my responsibilities as a class representative, which included, among other things, gathering various employment and non-employment related documents for use in the

lawsuit, reviewing documents with my lawyers and answering their questions, answering follow up questions and providing guidance regarding Defendant's practices, and reviewing the settlement documents. I made sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted to understand everything before I signed it.

7. As part of the proposed Settlement, I have also agreed to a full general release of claims related to my employment with Defendant that extends beyond the release of claims applicable to members of the Class as defined in the Settlement. I understand that this includes all claims, whether known or unknown, under federal, state, or local law against Defendant.

8. I believe my claims are typical of the members of the Class because they received wage statements from Defendant. I believe Defendant's wage statement practices were the same for all of Defendant's drivers in California. Since the same practices apply to myself and the other drivers, I believe they also did not receive accurate wage statements.

9. As far as I am aware, I have no conflicts of interest with any of the other drivers. I understand that as one of the proposed class representatives, I am responsible for representing the interests of all members of the class in litigation to recover money damages for the Class and I consider the interests of the Class and put the interests of the Class before my own interests.

10. I understand that my attorneys will request that the Court award me Service Award of $10,000.00 for my service and efforts on the case. This proposed $10,000.00 Service Award is not contingent upon me supporting the proposed Settlement.

I have reviewed this written statement and fully understand all of its contents. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August, 3, 2026 at Fontana, California.

Luis Cortez (Aug 3, 2026 11:57:20 PDT)

Luis Cortez