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8 Attorneys for CHRISTIAN BRINK and DAVID MAIER
9 on behalf of themselves and all others similarly situated,
10 and on behalf of the general public.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF TULARE**

13 CHRISTIAN BRINK and DAVID
14 MAIER on behalf of themselves and all
15 others similarly situated, and on behalf of
16 the general public,

17 Plaintiffs,

18 v.

19 CENTRAL VALLEY AUTO
20 TRANSPORT, INC.; and DOES 1-100;

21 Defendants.

Case No. VCU274266

**DECLARATION OF PLAINTIFF DAVID
MAIER IN SUPPORT OF SETTLEMENT
APPROVAL**

Judge: Hon. David Mathias
Dept.: 1

Complaint Filed: June 6, 2018
Trial Date: None Set

1 I, DAVID MAIER, hereby declare under penalty of perjury as follows:

- 2 1. I have personal knowledge of all matters stated herein, and if called as a witness, I could
3 and would competently testify thereto, except as to those matters stated upon information
4 and belief, and as to those matters, I believe them to be true.
- 5 2. I am a named Plaintiff and Class Representative in the above-captioned lawsuit, and I
6 submit this declaration in support of settlement approval.
- 7 3. I performed services for Central Valley Auto Transport (CVAT) as a driver in California.
8 I worked as a company driver from approximately July 2012 until June 2016. I performed
9 services for CVAT as an owner operator from approximately August 2016 through
10 approximately October 2017.
- 11 4. I originally decided to contact an attorney because I felt that some of CVAT's policies and
12 practices violated the law.
- 13 5. Since becoming a class representative, I diligently worked on this case. I always answered
14 phone calls from my attorneys or called them back promptly when they called. On many
15 occasions, I spoke with my attorneys for case related purposes. I searched for and provided
16 my attorneys with documents I received from CVAT. These documents included
17 settlement sheets CVAT gave me.
- 18 6. I also was in contact with current drivers of CVAT so I could stay updated on what
19 CVAT's current policies and practices were.
- 20 7. I gave my consent to settle with CVAT for the gross settlement amount of \$1,250,000. I
21 completely and carefully reviewed the Memorandum of Understanding ("MOU") and
22 settlement agreement. I then signed the MOU and settlement agreement.
- 23 8. I estimate that I spent approximately 25 hours in prosecuting this case.
- 24 9. In light of the work I performed in this case and the duties associated with being a class
25 representative in a case of this magnitude, I believe the \$10,000 enhancement award
26 request is reasonable. I understand that this additional service award is not guaranteed and
27 is subject to Court approval.
- 28

1 10. I have and will continue to adequately represent all of the interests of the class. With my
2 status as class representative, I will treat the interests of the class above my interests.

3 11. My claims are typical of the Company Driver Class because I am similarly situated to all
4 non-exempt truck drivers who are or were employed by Central Valley Auto Transport,
5 Inc. in the State of California at any time from June 6, 2014 to April 1, 2021. My claims
6 are typical of the Independent Contractor Class because I am similarly situated to all drivers
7 who directly signed a contract with Central Valley Auto Transport, Inc. and have
8 performed services for Central Valley Auto Transport, Inc. in service of that contract within
9 the State of California at any time from June 6, 2014 to April 1, 2021. Thus, my interests
10 are the same as all members of the proposed Class.

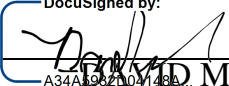
11 12. It is my understanding that Company Driver Class Members will receive an average of
12 approximately \$990.47. It is also my understanding that Independent Contractor Class
13 Members will receive an average of approximately \$5,244.76. I understand that these
14 numbers will change once the settlement administrator receives the data for each class
15 member and will also change if any class member requests not to be a part of the settlement.
16 I also understand that each class member's settlement share is based upon the number of
17 workweeks they worked during the Class Period. I believe that this is a significant recovery
18 for the class members.

19 13. I recognize that any resolution of this matter must be approved by the Court in terms of
20 whether the settlement is fair and reasonable, and that I am obligated to protect the
21 interests of all of class members for the Class Period.

22 14. I do not have any interest in or conflict with The Boys and Girls Club of Tulare County.

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

25 Dated: 1/25/2022 | 3:22:44 PM PST

By:  **DAVID MAIER**
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