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Attorneys for Plaintiff RICHARD TERRY  
on behalf of himself and all others similarly  
situated and on behalf of the general public.

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

RICHARD TERRY, on behalf of himself, all  
others similarly situated, and on behalf of the  
general public,

Plaintiff,

vs.

HOOVESTOL, INC.; and DOES 1-100, inclusive,

Defendant.

Case No.: 3:16-cv-05183-JST

*[Assigned to the Honorable Jon S. Tigar]*

**DECLARATION OF PLAINTIFF RICHARD  
TERRY IN SUPPORT OF HIS UNOPPOSED  
MOTION FOR ATTORNEYS' FEES,  
COSTS, AND CLASS REPRESENTATIVE  
GENERAL RELEASE PAYMENT**

Date: May 9, 2019  
Time: 2:00 p.m.  
Judge: Hon. Jon S. Tigar  
Courtroom: 9

1 I, RICHARD TERRY, 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 and  
3 would competently testify thereto, except as to those matters stated upon information and  
4 belief, and as to those matters, I believe them to be true.
- 5 2. I am a named Plaintiff/Class Representative in the above-captioned lawsuit, and I submit this  
6 declaration in support of Plaintiffs' Unopposed Motion for Attorneys' Fees and Costs.
- 7 3. I worked at Hoovestol as a driver in California during the Class Period and I received hourly  
8 compensation.
- 9 4. Before agreeing to be a class representative, I had many meetings and conversations with my  
10 attorneys about my experience at Hoovestol and my understanding of how I and other drivers  
11 were paid and the type of work we would do that I did not think we were being paid for. It was  
12 and is my belief that other drivers were subject to the same policies and practices as me. I also  
13 had many meetings and conversations about breaks and lunches and things I felt I could and  
14 could not do as a driver with Hoovestol.
- 15 5. In short, I felt that I was not getting my meal and rest breaks when I worked at Hoovestol and  
16 that I was not being paid for all my hours worked. Based on my communications with other  
17 drivers and experiences as a driver at Hoovestol, it was my belief that my experiences were  
18 not unique to me, but were shared by the other drivers in California.
- 19 6. My attorneys explained to me what my rights and remedies were under the law and the options  
20 of trying to seek redress for my claims administratively, individually, or as a representative of  
21 a class of similar current and former Hoovestol non-exempt employees. My attorneys also  
22 explained to me what a class action was and I understood that, if this case was filed as a class  
23 action, I would not only be seeking compensation for myself, but I would also be representing  
24 the interests of all other class members employed by Hoovestol in California.
- 25 7. I understood that filing the case as a class action may subject me to the stigma that is sometimes  
26 associated with those who bring these kinds of lawsuits. I understood that my own claim for  
27 damages would be delayed by proceeding in an action for all other employees in my position.  
28 With this understanding, I agreed to file the case as a class action, with me as its representative.

- 1 8. I also understood that there were other risks involved in bringing this kind of lawsuit, especially  
2 when it could prove so costly to Hoovestol. I was aware that, if I brought an action as a class  
3 representative, I might be responsible for some or all of Hoovestol's legal costs in this matter  
4 if the case was not successfully concluded. As I was a driver for Hoovestol, I was also aware  
5 that being a class representative in this case could very well end up compromising my future  
6 employment opportunities or serve to "blacklist" me from the transportation and delivery  
7 industry. Even with that knowledge, I was willing to go forward and represent the class,  
8 because I felt Hoovestol was wrong in its employment practices and policies. I was not afraid  
9 to stand up for what I believed was right, but was nervous about the negative consequences  
10 that could result from my decision to be class representative.
- 11 9. During my many discussions with my attorneys, I learned that a large amount of work was  
12 required of me as a class representative, and I was willing to engage in this work.
- 13 10. I was aware that, at some point in this case, I would be required to have my deposition taken  
14 in person. My attorneys explained to me that my deposition may take weeks of in-person  
15 interviews, preparation, and testimony. I was ready and willing to sit for my deposition when  
16 the need arose and in fact, my deposition was taken on October 6, 2017.
- 17 11. On many occasions, I spoke with my attorneys for case related purposes, such as to discuss  
18 and explain Hoovestol's pay system, my typical workday, and breaks.
- 19 12. I assisted my attorneys in investigating the case.
- 20 13. Before mediation, I spoke with my attorneys to discuss the strengths and weaknesses of the  
21 case and assisted them in evaluating the potential damages and analyzing documents about  
22 Hoovestol's time sheets, driver logs, pay records, and policies. I also provided my attorneys  
23 contact information I had for other Hoovestol drivers for them to contact.
- 24 14. I have and will continue to adequately represent all of the interests of the class of drivers who  
25 worked for Hoovestol in California any time from July 20, 2012 through December 7, 2018  
26 and did not sign an individual release. I do not have any interests different from those of the  
27 class members. I initiated this lawsuit on behalf of myself and the class because I wanted to  
28 fix what I perceived to be a problem affecting all of us.

1 15. With my status as class representative, I will treat the interests of the class above my interests.

2 16. My claims are typical of the class, because I am similarly situated to all persons who are, have  
3 been, or will be employed by Hoovestol as drivers and worked in California at any time during  
4 the period of July 20, 2012 through December 7, 2018. Thus, my interests are the same as all  
5 members of the class.

6 17. Although I could not attend the mediation in person, I was available on the phone for all the  
7 negotiations, which I was kept apprised of and assisted in. During the settlement negotiations  
8 in the time after the mediation, my attorneys continually communicated and explained every  
9 part of the negotiation process. Having been fully informed and advised by my attorneys as to  
10 the strengths and risks associated with further litigation, as well as Hoovestol's potential  
11 exposure, I gave my consent to settle with Hoovestol for the gross settlement amount of  
12 \$100,000, which I find to be fair and reasonable.

13 18. After the case settled, my attorneys provided me with a copy of the settlement agreement,  
14 which I completely and carefully reviewed. Prior to signing the settlement agreement, I spoke  
15 with my attorneys and asked them to clarify some things. I then signed the settlement  
16 agreement and gave it to my attorneys.

17 19. I also understand that as a class representative, as part of the settlement agreement, I am  
18 agreeing to a general release of my claims against Hoovestol.

19 20. From the very beginning, I understood that I was participating in this case, not only for my  
20 own benefit, but for the many past and present class members. I understood that there were  
21 risks involved in class action lawsuits. I understood that the lawsuit could continue for several  
22 years and require my services and attention the entire length of the lawsuit. In light of these  
23 risks and duties associated with being a class representative in a case of this magnitude, I  
24 believe the \$2,500 class representative enhancement is reasonable.

25 21. I understand that this additional service payment is not guaranteed and is subject to Court  
26 approval. My opinion about the fairness and adequacy of the settlement in the case is not based  
27 on this potential payment.  
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22. While I truly believe that I was doing the right thing in pursuing this case, I do believe that I have paid a price for the greater good of other employees, who will now obtain some relief through the terms of the proposed settlement.

23. I recognize that any resolution of this matter must be approved by the Court in terms of whether the settlement is fair and reasonable, and that I am obligated to protect the interests of all of Hoovestol drivers employed during the class period who did not sign an individual release.

I declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct

Date: 2/7/2019

By:   
Richard Terry