

The Honorable Benjamin H. Settle

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

TROY SLACK, JACOB GRISMER, RICHARD ERICKSON, SCOTT PRAYE, GARY H. ROBERTS, ROBERT P. ULRICH, HENRY LEDESMA, TIMOTHY HELMICK, DENNIS STUBER, ERIC DUBLINSKI, SEAN P. FORNEY, individually and as Putative Class Representatives,

Plaintiffs,

v.

SWIFT TRANSPORTATION CO. OF ARIZONA, LLC,

Defendants.

CLASS ACTION

No. 3:11-cv-05843-BHS

DECLARATION OF JACOB GRISMER IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES AND SERVICE AWARDS

NOTE ON MOTION CALENDAR:
January 22, 2019, 10:00 a.m.

1 I, Jacob Grimser, hereby declare as follows:

2 1. I am one of the class representatives in this action. I was one of the named plaintiffs
3 in the complaint filed in this matter on or about September 9, 2011. I make this declaration in
4 support of Plaintiffs' Motion for Attorneys' Fees and Service Awards. I have personal knowledge
5 of the matters stated, and I am otherwise competent to be a witness.

6 2. I am currently employed by Swift as a driver dedicated to the Wal-Mart account. I
7 am based in Swift's Grandview, Washington terminal. I have held this position continuously since
8 approximately 2006. I have been continuously employed by Swift from approximately 2001 to the
9 present. I worked for Swift as an interstate over-the-road (OTR) tractor-trailer driver, operating out
10 of the Swift terminal in Lewiston, Idaho, beginning in 2001. From 2003 to 2006, I worked for
11 Swift as a dedicated driver for the Wal-Mart account in Hermiston, Oregon. In 2006, I transferred
12 to Swift's Grandview, Washington terminal where I have continued to work as a dedicated driver
13 for the Wal-Mart account.

14 3. I first became involved in the lawsuit some time in 2011 before it was filed. I
15 contacted attorneys in connection with this matter. I became involved because I was concerned that
16 I and other Swift drivers were not being paid overtime and other earned pay as required by
17 Washington State law. The attorneys I contacted were later replaced by current Class Counsel,
18 Hagens Berman Sobol Shapiro LLP, in 2015 after the Court issued an order to show cause why the
19 Court should not vacate the class certification order and questioned the role of prior counsel. I was
20 asked and considered the substitution of Hagens Berman and I agreed. The Court appointed them.

21 4. Since I first contacted attorneys in connection with this matter, I have remained
22 actively involved in it, and I have worked with our counsel and otherwise as follows:

- 23 • Was involved in initial meetings with attorneys;
- 24 • Worked with counsel in the investigation of my claims and
25 plaintiffs' claims generally;
- 26 • Conferred with our counsel regarding factual issues,
27 including with respect to the Swift payroll system, Swift job
28 titles, and Swift terminals;
- Worked with our counsel on matters related to potential
evidence in this case, including what evidence to seek

1 through discovery from Swift, and on matters related to
2 briefing and expert opinions in the case;

- 3 • Produced my personal employment-related documents;
- 4 • Responded to discovery from Swift;
- 5 • Was deposed by Swift;
- 6 • Reviewed and approved the settlement agreement;
- 7 • Conferred with our counsel regarding issues that arose after
8 the initial preliminary approval of the settlement; and
- 9 • Actively consulted with our counsel regarding the status and
10 progress of the litigation several times a month since the case
11 was brought.

12 5. It is important to me for the Court to understand that it was not an easy choice to
13 seek counsel and to become a class representative plaintiff in this case. When I first sought legal
14 advice, I had been employed by Swift for about ten years, and was still employed by Swift. I
15 continued to be employed by Swift throughout the case. In addition to the many hours of time I
16 spent reviewing case materials and talking to our attorneys, I was concerned that Swift could
17 retaliate against me because I was a named plaintiff in this lawsuit. One example of why I thought
18 this could be the case is the Acknowledgement the company tried to get us to sign. The
19 Acknowledgement said that we had been paid overtime, which I did not believe to be the case. I
20 remained concerned over the seven years it has taken to get the matter to this point because of my
21 continued employment.

22 6. I understand that per the settlement agreement, we as plaintiffs are asking the Court
23 to award attorneys' fees. I also understand that the attorneys' fees were negotiated and settled
24 separately from the negotiation and settlement of the Class claims by Class Counsel; that the fees
25 our attorneys' seek represent a substantial reduction in the value of the time they spent on the case
26 and that they have foregone being paid for the additional time; and that the fees they seek include
27 costs they incurred.

28 7. I support the attorneys' fee request in this matter and believe that our lawyers have
worked hard and effectively on this case for my benefit and the benefit of the Class. Again, I

1 understand that the sum they seek will be paid directly by Swift to our attorneys, if approved by the
2 Court, and will not come out of the gross settlement fund.

3 8. I also am asking respectfully that the Court approve a service award for me in the
4 amount of \$7500, as contemplated by the settlement agreement. This would be in recognition of
5 the service I rendered to fellow class members throughout this case, as discussed above. Our
6 lawyers have advised me that this sum was negotiated with Swift following negotiation of class
7 benefits. At no time did the lawyers tell me that I could only apply for a service award if I
8 supported the settlement. Quite the contrary, I support the settlement because I think it provides
9 fair compensation for Swift's failure to pay overtime and other earned benefits to the Class. Given
10 the time that I spent on matters related to this case, and my willingness to serve as a class
11 representative, I think this service award is fair and reasonable.

12 9. Finally, I support final approval of the settlement agreement in this matter. I
13 understand that the Court has granted preliminary approval to it, and that the Court will hold a final
14 approval hearing on January 22, 2019, per the current schedule. I believe that all things considered,
15 the settlement here, which provides for a gross settlement fund consisting of \$5,050,000 million in
16 cash, plus attorneys' fees and the costs of administering the settlement, is fair and reasonable to me
17 and my fellow class members.

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

20 Executed on this 15 day of NOVEMBER, 2018, at WARDEN, Washington.

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23 JACOB GRISMER