

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 TIMOTHY HELMICK IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES AND SERVICE AWARDS

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

1 I, Timothy Helmick, 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 July 27, 2012. I am submitting 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 a former employee of Swift Transportation. My home terminal from at least
7 July 18, 2008 to February 2011, as assigned by Swift, was Grandview, Washington.

8 3. I was employed by Merit Distribution Services, Inc. and Swift Transportation from
9 December 2002 to April 7, 2011. When first hired by Merit, I worked as a dedicated driver for the
10 Wal-Mart account in Utah. After Swift acquired Merit, I continued my employment as a dedicated
11 driver for the account in Utah. Sometime prior to July 18, 2008, I transferred to Swift's Grandview,
12 Washington terminal where I was a dedicated driver for the Wal-Mart account at Grandview,
13 Washington. On or about February 2011, I transferred back to Swift's Corinne, Utah terminal
14 where I worked as a dedicated driver on the Wal-Mart account until April 7, 2011.

15 4. I have been involved in this lawsuit since its beginning. I was concerned that I and
16 other Swift drivers were not and had not been paid overtime and certain other earnings as required
17 by Washington State law.

18 5. The original attorneys were later replaced by current Class Counsel, Hagens Berman
19 Sobol Shapiro LLP, in 2015 after the Court issued an order to show cause why the Court should
20 not vacate the class certification order and questioned the role of prior counsel. I was asked and
21 considered the appointment of Hagens Berman as substitute class counsel and agreed. The Court
22 appointed them.

23 6. Since this case was brought, I have remained actively involved in it, and I have
24 worked with our counsel and otherwise as follows:

- 25
- Worked with counsel in the investigation of my claims and plaintiffs' claims generally;
 - Produced my personal employment-related documents;
 - Was deposed by Swift;
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- 1 • Reviewed and approved the settlement agreement;
- 2 • Conferred with our counsel regarding issues that arose after
- 3 the initial preliminary approval of the settlement; and
- 4 • Actively consulted with our counsel regarding the status and
- 5 progress of the litigation since the case was brought.

6 7. It is important for the Court to understand that it was not an easy choice to become a
7 class representative plaintiff in this case. When I first sought legal advice, I had been employed by
8 Swift or its predecessor for more than nine years, and was still employed by Swift. In addition to
9 the many hours of time I spent reviewing case materials and talking to our attorneys, I was
10 concerned that Swift could retaliate against me because I was a named plaintiff in this lawsuit.

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

17 9. I support the attorneys' fee request in this matter and believe that our lawyers have
18 worked hard and effectively on this case for my benefit and the benefit of the Class. Again, I
19 understand that the sum they seek will be paid directly by Swift to our attorneys, if approved by the
20 Court, and will not come out of the gross settlement fund.

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

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

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

9 Executed on this 16 day of NOVEMBER, 2018, at WATFORD CITY, North
10 Dakota.

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13 TIMOTHY HELMICK

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