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6 Attorneys for Plaintiff CHRISTIAN MATUTE,
Individually and On Behalf of All Others Similarly Situated

7
8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 CHRISTIAN MATUTE, an individual;
Individually and on Behalf of All
11 Similarly Situated Individuals,

12 Plaintiff,

13 v.

14 PILOT AIR FREIGHT LLC dba
PILOT FREIGHT SERVICES, a
15 Pennsylvania Limited Liability
Company; BEST BUY CO., INC., a
16 Minnesota Corporation; and DOES 1
through 25, Inclusive,

17 Defendants.
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Case No. 4:22-cv-00587-YGR

*[The Honorable Yvonne Gonzalez
Rogers]*

CLASS ACTION

**DECLARATION OF CHRISTIAN
MATUTE IN SUPPORT OF
MOTION FOR ATTORNEYS'
FEES, COSTS, AND SERVICE
AWARD**

*[Filed Concurrently with Motion for
Attorneys' Fees, Costs, and Service
Award; [Proposed] Order]*

Date: January 23, 2024
Time: 2:00 p.m.
Crtrm: 1 (4th Floor) Oakland
Courthouse

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I, Christian Matute, declare as follows:

1. All matters contained herein are within my personal knowledge and belief, and, if called and sworn, I can and will testify competently thereto. I was not promised any benefit nor induced to provide this declaration in any way. I make this declaration in support of Plaintiff's Motion for Attorneys' Fees, Costs, and Service Award.

2. I worked as a Driver, delivering bulky items for BEST BUY CO., INC. (“Best Buy”) and PILOT AIR FREIGHT LLC (“Pilot”), from the Best Buy warehouse located in San Leandro, California. I worked there from approximately November 2019 to February 2021. When I first came forward to file this case against BEST BUY CO., INC. and PILOT AIR FREIGHT LLC, I was worried about it. I did not know what to expect. Having brought this case, I feared being stigmatized for bringing a lawsuit against the company I worked for. This lawsuit has made me realize how often this type of unlawful activity is overlooked because of workers’ lack of awareness about the law and fear of losing their jobs.

3. Before the case was filed I met with attorney Michael H. Boyamian to discuss my employment at BEST BUY CO., INC. and PILOT AIR FREIGHT LLC. I explained in detail about the duties I and others had as drivers and helpers as well as the control over the work schedule that Best Buy and Pilot had over my employment.

4. Specifically, we discussed Best Buy's and Pilot's policies and practices of when I had to report to work, how long I was scheduled to work for, and the expectations of my work. I informed Mr. Boyamian that Best Buy's and Pilot's managers required me to be trained on how to conduct myself in making the deliveries specifically on how to present and introduce myself as part of the Best Buy delivery team. I informed him that in order to make the deliveries, I was required to wear a shirt, a cap and a jacket which had the name Best Buy on it. I received the shirt, cap and jacket from Best Buy at that time.

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1 5. With regard to my hours worked, I informed Mr. Boyamian that from the
2 time I first started working delivering Best Buy merchandise from its warehouse, I had
3 to be there very early in the morning. I went through my entire day with Mr. Boyamian
4 initially, and other lawyers working with them at later dates to explain in detail my daily
5 routine. I explained to all of them that our very first work was making sure the truck
6 was ready to accept new merchandise to prepare for the deliveries of that day. After I
7 prepared my truck, we started to load the goods that we would be delivering that day. I
8 explained to them that during my time as a Driver, I consistently worked 13-14 hour
9 days doing these deliveries, six days a week. For all this work, I was only ever paid a
10 flat rate of \$180 per day.

11 6. I also explained to Mr. Boyamian that I was not provided with meal and
12 rest breaks by either Best Buy or Pilot. In many meetings, Best Buy and Pilot
13 supervisors who worked at the warehouse, who were in charge of everyone else, told us
14 we had to be sure to get each customer's order delivered on time. As a result, we were
15 always rushing to finish one delivery and getting to the next customer. The closest I got
16 to a meal break was for me to eat something as we drove to a customer's home. I was
17 rarely, if ever, able to have a thirty-minute uninterrupted break due to the press of work.

18 7. Even though we generally worked more than 12 hours a day, I never got a
19 rest break. Throughout the day, my time was consumed with either delivering Best Buy
20 merchandise, or removing whatever the customer wanted and putting it in the truck, or
21 driving to the next customer's home. The goods we often delivered for customers were
22 appliances that required some set up. This was not like Amazon dropping off a package
23 at the front door and leaving. We often had to connect the new appliance and
24 disconnect the old one inside the customer's home, for example, hooking up a new
25 washing machine. Because of the constant pressure to finish deliveries as fast as
26 possible and because me and my helper often had to spend a lot of time at a customer's
27 home, at no time could I simply take 10 minutes off to do whatever I wanted.

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1 8. I never received a paystub or an earnings statement for the pay that I
2 received for work at Best Buy and Pilot. Instead, it was always done through another
3 company, the person who owned the truck, even though it was always Best Buy and
4 Pilot telling me what to do for my job, telling me when I would be working, and all the
5 other things an employer normally does. I came to Mr. Boyamian because I felt that
6 Best Buy and Pilot were taking advantage of us and violating the law by paying us so
7 little for the work we were doing for them.

8 9. I agreed to serve as a class representative in order to try and obtain unpaid
9 wages not only for myself, but also for my fellow drivers, helpers, and contract carriers
10 who, like me, had not been paid for all hours of their work. Since my initial interview
11 with Mr. Boyamian, I have helped my attorneys as much as I could by providing them
12 with all the information I had, and being responsive to their questions and requests.

13 10. From the beginning of the case, my attorneys informed me about what it
14 meant to be a class representative. I understood that I was expected to represent and
15 even champion the other drivers, helpers, and contract carriers' interests, placing their
16 interests ahead of my own. I understood that the way BEST BUY CO., INC. and PILOT
17 AIR FREIGHT LLC failed to pay me was the same as the way BEST BUY CO., INC.
18 and PILOT AIR FREIGHT LLC failed to pay all other drivers, helpers, and contract
19 carriers who had worked for them.

20 11. I agreed to try and become a class representative because it was important
21 to me that my fellow drivers, helpers, and contract carriers get paid for all the hours they
22 worked. It is very important to me that everyone be treated fairly and paid for all hours
23 worked, not just myself. My attorneys explained to me in great detail the risks,
24 responsibilities and duties of being a class representative. As the class representative, I
25 understood it was my responsibility to actively participate in the lawsuit to safeguard the
26 interests of the other drivers, helpers, and contract carriers. I did so to the best of my
27 ability.

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1 12. I have spent a substantial amount of time and energy contributing to the
2 investigation, prosecution, and settlement of this case. I have spent over 20 hours total
3 on the following tasks:

4 a. Being interviewed in detail by my counsel regarding working conditions at
5 Best Buy's San Leandro warehouse, and particularly the nature and extent of my and the
6 other drivers, helpers, and contract carriers' working experiences;

7 b. Searching for and gathering every relevant document in my possession and
8 providing them to my counsel;

9 c. Speaking with and informing my counsel of the identities of potential
10 witnesses and class members;

11 d. Speaking with class members and explaining them the nature of the suit,
12 how they could get more information from my attorneys, and what they could do to help
13 pursue this action;

14 e. Regularly receiving and responding to e-mails and phone calls from my
15 counsel;

16 f. Receiving the Memorandum of Understanding and Settlement Agreement,
17 and discussing them with my attorneys.

18 13. Throughout this case I have talked to my lawyers frequently, and stayed in
19 even closer contact when dealing with specific issues like mediation. My attorneys often
20 had questions for me about BEST BUY CO., INC. and PILOT AIR FREIGHT LLC and
21 about my work experience during their investigation of the case. I made sure that I
22 promptly responded to their requests. I also had conversations with my attorneys over
23 the phone. I would speak with my attorneys as they learned new facts which they felt
24 necessary for me to know, and to help them further understand these facts.

25 14. Because of the public nature of this case, I expect that wherever I work my
26 employer and immediate supervisors will have heard of my involvement in this case.
27 For example, if any future prospective employers enter the search query "Christian
28 Matute Best Buy" or "Christian Matute Pilot" into google.com, several of the results

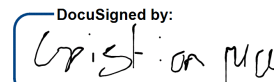
1 displayed on the first page are references to this litigation. This guarantees that any
2 prospective employer doing a cursory internet search on me and my employment history
3 will learn of my role in this litigation. Although they are not supposed to retaliate
4 against me, I think the reality is that I will experience a certain stigma for years to come.

5 15. I have not entered into any undisclosed agreements nor have I received any
6 undisclosed compensation in this case. The only agreement I have reached with Best
7 Buy and Pilot with regard to this lawsuit is the Settlement Agreement itself, and
8 included general release I am providing to the two companies. I understand that through
9 the general release, I gave up rights above and beyond what the average class member
10 has been asked to release in order to participate in this settlement. In particular, I
11 understand that through the general release, I have waived my rights against Best Buy
12 and Pilot even for possible claims that I do not yet know about.

13 16. In addition, I do not have, nor have I ever had, any relationship beyond that
14 of attorney-client with the attorneys representing me in this lawsuit. I do not have, nor
15 have I ever had, a business, familial, social, or other relationship with any of the lawyers
16 or law firms who are presently representing me, or have formerly represented me, in this
17 litigation. The only compensation I expect and hope to receive is my share of the
18 settlement fund as a Class Member, plus whatever amount the Court decides is an
19 appropriate service award for the work I did and the great risks I took on behalf of my
20 fellow drivers and helpers.

21 I declare under penalty of perjury that under the laws of the State of California
22 and the United States of America that the foregoing is true and correct.

23 Executed on November 29, 2023, in San Jose, California.

24 DocuSigned by:
25 

26 Christian Matute
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