

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com

Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com

LAUBY, MANKIN & LAUBY LLP
4590 Allstate Drive
Riverside, CA 92501
Tel: (951) 320-1444
Fax: (951) 320-1445

Attorneys for Plaintiffs and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

BLAIR WOODS and KENNETH JACKSON,
individually, on a representative basis, and on
behalf of all others similarly situated;

Plaintiff,

vs.

JUST IN TIME CARGO INC., a California
Corporation; and DOES 1 through 10,
inclusive;

Defendants.

Case No.: CIVDS 2000750
*[Assigned to Hon. Judge David Cohn, Dept
S26 for all purposes]*

**DECLARATION OF PLAINTIFF
KENNETH JACKSON IN SUPPORT OF
CLASS ACTION SETTLEMENT**

Complaint filed: January 10, 2020

I, Kenneth Jackson, state and declare:

1. I am a Plaintiff in the above captioned action and have personal knowledge of all matters stated herein and could competently testify thereto.

2. I make this declaration in support of the motion for final approval of the class action settlement reached in this matter. As discussed herein, I believe that the settlement is fair and reasonable and constitutes a fair resolution of the claims alleged.

3. I was a truck driver for Just In Time Cargo, Inc. from May through June 2020. While working for the company, I noticed that there were a lot of issues with my pay and that

1 may violate California law. This included how I was paid and also how the company treated me
2 as an independent contractor rather than as an employee.

3 4. Because of these issues, I started researching California law and contacted
4 attorneys regarding how I was treated by Just In Time Cargo. I then discussed these issues with
5 Lauby, Mankin & Lauby LLP and was advised that there was a pending class action filed against
6 Just In Time Cargo for these very issues. Therefore, I understood that I had two options: (1) I
7 could join the pending class action to help all of the drivers, but I would have to put their
8 interests ahead of my own, or (2) I could bring my individual case and claims (including
9 wrongful termination and other issues) and attempt to maximize my individual recovery. This
10 decision was very difficult because I wanted to maximize my individual recovery, but I also
11 wanted to help everyone else that was wronged by the company. And, if I joined the class action,
12 I was worried that I might get labeled as a whistleblower, which might make it hard to find a job
13 in the future. In the end, I decided that – despite the risks – it was important to join the class
14 action to hold the company accountable for how they treated their drivers.

15 5. I respectfully request that the Court approve the agreed-upon service award for
16 the following reasons.

17 6. First, since joining this case, I estimate that I have spent more than 60 hours on
18 work to help with the case and benefit the other class members. This includes time meeting
19 and/or speaking with my attorneys, discussing the issues with other class members, helping
20 explain the company’s policies and practices, and locating documents relevant to the case. These
21 efforts occurred through meetings with Class Counsel, telephone conferences, letters, emails, and
22 text communications. I also helped my attorneys prepare for the mediation which resulted in a
23 great settlement for the other class members.

24 7. Second, in bringing this case, I was concerned by the fact that I could be
25 “blackballed” as a whistleblower, and this was a substantial risk that weighed heavily on my
26 mind every day, leading to substantial anxiety and stress. I also believe that this was not just a
27 theoretical risk; instead, I believe that I have lost out on job opportunities because of this lawsuit,
28 and I have not been able to find a trucking job since leaving Just In Time Cargo.

8. Third, as part of this class action settlement, I was required to waive any and all potential claims against the company. As discussed above, I believe that I was mistreated and ultimately terminated because of an accident that was not my fault, despite that the agreement between the company and myself said that I could only be terminated for accidents if I was deemed at fault. The company also reported false information regarding this accident on my background reports, which has made it impossible to get another trucking job.

9. Despite these facts, and despite that I wanted to pursue my individual claims, I decided to put the interests of the other class members ahead of my own and agreed to the class action settlement, waiving my right to the individual claims.

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

Executed on May 10, 2022, at Long Beach (city), California.

By: 
Kenneth Jackson (May 10, 2022 16:23 PDT)

Kenneth Jackson