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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 BLAIR  
WOODS IN SUPPORT OF CLASS  
ACTION SETTLEMENT**

Complaint filed: January 10, 2020

I, Blair Woods, 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 performed work for Defendant as a commercial truck driver from approximately October 2019 through December 2019. However, while working for the company, I did not think

1 that I was being paid correctly, so I researched attorneys and contacted Lauby, Mankin & Lauby  
2 LLP. After researching these issues, I believed that the company was violating California law –  
3 including regarding how they classified me as an independent contractor rather than as an  
4 employee. However, I was unsure if I wanted to bring a lawsuit because of the risk of stepping  
5 forward as a whistle blower, since this could jeopardize my livelihood in the industry and make  
6 it difficult to find future jobs. Nevertheless, because I did not think that myself or the other  
7 employees were being paid correctly for the work we performed, I retained Lauby, Mankin &  
8 Lauby LLP to move forward with a case.

9         4.       After retaining my attorneys, I understood that I had two options: I could pursue  
10 my individual case and attempt to maximize my personal recovery, or I could bring a  
11 class/representative action and put the interests of the class ahead of my own. The decision of  
12 whether to bring my individual claims or to bring a class action put me in a tough spot, because  
13 on the one hand, I wanted to hold the company accountable for how they treated me and, on the  
14 other hand, I wanted to help other employees that were not paid correctly. And I knew that, if I  
15 wanted to bring a class action, I would need to put the interests of the class first to better serve  
16 the class. In the end, in the interest of helping all employees that were subjected to the wage  
17 violations, I decided to help everyone by bringing a class/representative action.

18         5.       Since first initiating this action, I estimate that I have spent at least fifty (50) hours  
19 engaged in activities to benefit the class. I have assisted my attorneys in numerous ways,  
20 including helping to explain and discuss the company's practices and their general practices and  
21 procedures, locating and analyzing company documents, and communicating with other class  
22 members. These efforts occurred through numerous in-person meetings with Class Counsel,  
23 telephone conferences, letters, emails, and text communications. I also assisted in preparation  
24 for mediation and helped obtain a positive result for the class.

25         6.       I respectfully request that the Court approve the agreed-upon service award. I  
26 agreed to set aside my personal interests and to put the interests of the class ahead or on par with  
27 my own. In doing so, and by successfully bringing this case as a class action, I helped to obtain  
28 a highly beneficial settlement for the class members.

1           7.       I also believe that the requested service award is fair and reasonable given that I  
2 have faced substantial risks and made numerous sacrifices to obtain this class action settlement.

3           8.       For example, filing this lawsuit and being a whistle blower was stressful on a day-  
4 to-day basis as I have constantly worried about the risk that this case could impact my ability to  
5 find future jobs. And I was also concerned that this could hurt my chances to find work in the  
6 trucking industry since many of the company owners know each other and I thought I may be  
7 “black-balled” for filing this lawsuit. This worried me a lot, because I was brand new in the  
8 industry and had only worked for 3 months or so as a truck driver prior to driving for JITC, so I  
9 did not know what they may or may not say to my potential future employers after I filed this  
10 class action.

11          9.       Additionally, as a condition of this class action settlement, I was required to  
12 waive any and all separate individual claims I had against the company. This was difficult to  
13 agree to because there were two major issues that I considered pursuing. First, when I worked for  
14 JITC, there was an accident where a water hydrant was damaged, and I was mailed a bill from  
15 the City for a substantial repair cost (since I was not an “employee,” it was sent to me and not the  
16 company). This was still not resolved when I was asked to give up all claims against the  
17 company in exchange for the class action settlement, and I was concerned that I may eventually  
18 need to pay out of pocket for this expense. Second, I was troubled by how and why I was  
19 terminated from driving with the company. This only occurred because I did not complete a load  
20 for Defendant once I ran out of hours – I only have so many hours I can legally drive per day,  
21 and I cannot exceed that number. But, because I did not agree to keep driving above my legal  
22 hours, the company told me that they considered that a resignation. Although I considered  
23 pursuing these individual claims, the proposed class action settlement required me to waive all of  
24 my claims in order to benefit all of the class members. Ultimately, I agreed to compromise on  
25 the value of my individual claims.

26          10.      I believe that these actions, as well as the time I spent on the case and other risks I  
27 faced, justify the request for a \$10,000 service award.  
28

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

3 Executed on May 10, 2022, at Perris (city), California.

4  
5 By:   
6 Blair Woods (May 10, 2022 17:09 PDT)  
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