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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

JOSE VALENCIA, an individual,
BRANDON JEROUE, an individual, and on
behalf of all others similarly situated,

Plaintiffs,

vs.

SENTINEL TRANSPORTION, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 22CV00951

[Assigned for all purposes to the Hon. James F.
Rigali, Department SM Dept 2]

**DECLARATION OF BRANDON JEROUE IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: February 27, 2024

Time: 8:30 a.m.

Dept.: SM Dept. 2

Complaint Filed: April 29, 2022

Trial Date: None

1 I, Brandon Jeroue, hereby declare and state as follows:

2 1. I am an individual over the age of 18. I am the named plaintiff in the above-
3 reference action. I have personal knowledge of the facts set forth below and if called to testify I
4 could and would do so competently.

5 2. From approximately March 27, 2020, until on or about November 28, 2021, I
6 worked as a truck driver for Sentinel Transportation, LLC ("Defendant" or the "Company"). For
7 the duration of my employment, I was a non-exempt employee.

8 3. During my employment with the Company, it was my understanding that I was
9 required to use my personal cell phone for work-related purposes. I used my personal cell phone
10 for communication purposes, as well as to submit time records. I was not reimbursed for the
11 costs related to the usage of my personal cell phone.

12 4. Additionally, since my job involved the handling of crude oil and other
13 flammable material, the Company required that I wear fire resistant gear/clothing. While I was
14 provided these items by the Company, I maintained the gear/clothing at my own expense,
15 without reimbursement from the Company. In order to protect the integrity of my work
16 gear/clothing, I used a special detergent. I estimate that I spent approximately \$20 per month on
17 specialty detergent. Additionally, due to the bulky nature of the gear, I spent approximately \$15 a
18 week using the industrial washer and dryers at the laundromat.

19 5. There were occasions during my employment where I reported to work and a
20 truck was not available. When this happened, the Company cancelled my shift. I was not paid for
21 the time spent waiting to be informed as to whether a truck was available. It is also my
22 understanding that the Company did not pay reporting time pay.

23 6. Prior to January 31, 2021, when I received the payment of "Base Pay" wages, the
24 corresponding wage statement did not identify the applicable hourly rate of pay and applicable
25 hours for such wages.

26 7. Prior to April 10, 2023, I did not receive wages within seven days of the close of
27 the pay period. For example, for the pay period of July 5, 2021 through July 18, 2021, the wages
28 earned during such pay period were not paid until July 28, 2021.

1 8. I understand that the claims alleged in this action were brought on behalf of other
2 similarly situated employees, and that I am acting as a representative for the Class. As the Class
3 Representative, I understand that it is my responsibility to act in the Class's best interest and not
4 my own. I am not aware of any conflicts that exist between my interest and the interests of the
5 Class that would impair or affect my ability to serve as representative for the Class.

6 9. I have invested a lot of personal time and energy into representing the interests of
7 the Class. Throughout the case, I spent time looking for documents relevant to the case,
8 including wage statements, employee handbooks, text messages and emails. Additionally, I met
9 with my attorneys on multiple occasions to provide documents and information regarding the
10 Company's personnel and payroll practices and discuss the status of the case. I also met with my
11 attorneys to review and provide input on case documents, such as the PAGA Notice and
12 Complaint.

13 10. Before signing the Joint Stipulation of Class and Representative Action
14 Settlement ("Settlement Agreement" or "Agreement"), I discussed in detail the terms of the
15 Agreement with my attorneys. I believe that the terms of the Settlement are fair, adequate and
16 reasonable.

17 11. I did not make the decision to file a class action lightly. I was concerned by the
18 attention a publicly filed lawsuit, and especially a class action, would attract. My name would be
19 associated with a lawsuit that I filed against my former employer. Additionally, because the
20 claims alleged by me involved the payment of costs to the prevailing party, I could have possibly
21 faced paying the fees and costs of Defendant, had I not prevailed in this action. I also understood
22 that an individual case would have resolved much faster than a class action and involved much
23 less financial risk than a class action.

24 12. I respectfully request that the Court award a \$10,000 enhancement payment to
25 me. I believe this amount is fair compensation for my time and effort on this case, for helping to
26 prosecute this case, and the risks with respect to my future employment. In addition, the
27 Agreement requires that I enter into a general release, which I understand is broader than the
28 release that will bind other Class Members.

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 31 Jan 2024, at Santa Maria, California.

4 DocuSigned by:

5 Brandon Jeroue

6 Brandon Jeroue
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