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DEON GENTRY and DEON GENTRY, JR.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

DEON GENTRY and DEON GENTRY, JR., as
individuals and on behalf of all others similarly
situated,

Plaintiffs,

vs.

PINNACLE DRIVEAWAY, INC., a Wyoming
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB2314325

*[Assigned for All Purposes to Hon. Jessica
Morgan, Dept. S-26]*

**DECLARATION OF DEON GENTRY IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 10, 2025

Time: 9:00 a.m.

Dept.: S-26

DECLARATION OF DEON GENTRY

I, DEON GENTRY, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was engaged as an independent contractor driver by Defendant Pinnacle Driveaway, Inc. (“Defendant”) from approximately 2021 to around August 3, 2023. During my engagement with Defendant, I, along with the other independent contractor drivers, were required to follow Defendant’s wage and hour policies and practices.

3. During my engagement as an independent contractor with Defendant, I was a driver who transported various types of vehicles from one location to another for Defendants' customers. I am informed and believe that Defendant unlawfully and willfully misclassified me and other drivers as independent contractors. I believe that Defendant knew or should have known that it had a duty to properly classify me and other drivers as employees, and properly compensate us, and that Defendants had the financial ability to do so and pay such compensation, but willfully, knowingly, and intentionally failed to do so in order to increase their profits.

4. I and the other similarly situated drivers provide vehicle delivery services which are directly part of Defendant's regular business as a vehicle delivery company. The services I provided and the other drivers provide to Defendants are the kind of work typically done by an employee under the direction of an employer.

5. In connection with my work for Defendant, I and other similarly situated drivers would be required to drive and/or use other transportation to the vehicles to be transported and delivered. Defendants controlled and directed me and the other drivers in connection with the performance of the work, in terms of when and how to pick up the vehicles, when and how to pick up and make deliveries, and how to otherwise perform their job duties.

6. While unlawfully and willfully misclassified by Defendant as independent contractors, me and the and other similarly situated drivers were/are paid on a trip basis. As a result, I and the and

1 other similarly situated drivers were not separately compensated for time spent working on tasks
2 unrelated to actual driving of the vehicles to be delivered, including, without limitation, time spent on
3 pre- and post-trip inspections, time spent fueling the vehicles, time spent completing paperwork, time
4 spent maintaining/washing the vehicles, time waiting, travel time, and other non-productive time. As a
5 result, I believe that me and other similarly situated drivers were not paid at least the minimum wage
6 for all hours worked.

7 7. As a result of Defendant's failure to pay all minimum wages, Defendant maintained
8 inaccurate payroll records and issued inaccurate wage statements to me and other similarly situated
9 drivers. Nevertheless, because Defendant misclassified me and other similarly situated drivers as
10 independent contractors, they failed to provide me with any accurate wage statements as required by
11 Labor Code section 226.

12 8. Defendant also failed to reimburse me for necessary business expenses incurred
13 throughout the relevant time period. Defendants required their drivers who were misclassified as
14 independent contractors, including me, to pay for, among other things, expenses related to any travel
15 required as part of their duties, equipment repair/damage costs, "pullout" fees and other expenses.
16 Despite these requirements, Defendants did not reimburse Plaintiffs for incurring these necessary
17 business expenses in violation of California law. Further, Defendants deducted at least some of these
18 expenses from wages owed.

19 9. I have worked closely with my lawyers on this case. I answered all of their questions
20 about my employment and made myself available to speak and meet with my lawyers whenever I was
21 needed, including the entire day of the mediation on and throughout the settlement process.

22 10. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
23 my former co-workers and current independent contractor drivers of Defendant by helping them recover
24 money I believe is owed to them. As the named Plaintiff, I knew that I would be taking on certain risks
25 that the other drivers would not have to take on. For example, I knew that there was a risk that I could
26 be liable for Defendant's costs if we lost the case. Even though I understood that joining a lawsuit is a
27 public record and could stigmatize me and may affect my future employability, I accepted that burden
28 for the benefit of other employees of Defendant because I wanted Defendant to pay its current and

1 former independent contractor drivers for all unpaid wages and unreimbursed expenses according to the
2 law and face consequences for not doing so.

3 11. I have been actively involved in this case since joining this lawsuit. Without revealing
4 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
5 numerous occasions. I estimate that I have spent approximately 15-20 hours meeting with my lawyers
6 concerning the case and my responsibilities as a class representative, which included, among other
7 things, gathering various employment and non-employment related documents for use in the lawsuit,
8 reviewing documents with my lawyers and answering their questions, answering follow up questions
9 and providing guidance regarding Defendant's pay practices, and other policies and procedures that
10 Defendant required me and the other employees to follow, and helping develop a strategy as to what
11 documents/information to obtain from Defendant. In connection with the settlement in this case, I spent
12 about over an hour reviewing the settlement agreement and discussing the agreement and approval
13 process with my attorneys. I made sure to ask my lawyers any questions I had about the terms of the
14 settlement agreement because I wanted to understand everything before I signed it.

15 12. As part of the proposed Settlement, I have also agreed to a full general release of claims
16 related to my employment with Defendant that extends beyond the release of claims applicable to
17 members of the Class as defined in the Settlement. I understand that this includes all claims, whether
18 known or unknown, under federal, state, or local law against Defendant.

19 13. I believe my claims are typical of the members of the Class because they were required
20 to follow the same policies and procedures I was required to follow when I provided services to
21 Defendant, and were subject to the same pay plan and practices. I believe Defendant's policies and
22 procedures were the same for all drivers in California. Since the same policies and procedures apply
23 to myself and the other employees, I believe they were not paid for all wages earned and did not get
24 reimbursed for all business expenses incurred.

25 14. As far as I am aware, I have no conflicts with any of the other drivers. I understand that
26 as the proposed class representative, I am responsible for representing the interests of all members of
27 the class in litigation to recover money damages for the Class and I consider the interests of the Class
28 and put the interests of the Class before my own interests.

1 15. I understand that my attorneys will request that the Court award me Service Payment of
2 \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 Service Payment is not
3 contingent upon me supporting the proposed Settlement.

4 I have reviewed this written statement and fully understand all of its contents. I declare under
5 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

6 Executed on Jul 2, 2024, 2024 at Los Angeles, California.

7
8 
Deon Gentry (Jul 2, 2024 12:36 PDT)

9 DEON GENTRY