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Attorneys for Plaintiff
VENANCIO CARRERA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

VENANCIO CARRERA, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

TRAIL LINES, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 23STCV23347

*[Assigned for all purposes to the Hon. Elihu M.
Berle, Dept. SSC-6]*

**DECLARATION OF PLAINTIFF
VENANCIO CARRERA IN SUPPORT OF
MOTION FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 15, 2025
Time: 9:00 a.m.
Dept.: SSC-6

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I, VENANCIO CARRERA, 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 an employee of Defendant Trail Lines, Inc. (“Defendant”) from approximately March 2021 through approximately May 18, 2022. I was a delivery driver and was classified as an independent contractor. My compensation was based on mileage and stops. During my employment with Defendant, I, along with the other independent contractors, were required to follow Defendant’s wage and hour policies and practices.

3. I am informed and believe, and on that basis state, that I was an employee of Defendant, not an independent contractor. Defendant controlled the deliveries that I made and required that I unload the items being transported. I was not paid minimum wage for every hour worked. As such, I do not believe I was compensated for all required minimum wages owed.

4. I believe that Defendant took money from my paycheck for various items that I did not approve. Specifically, as a result of Defendant's policies and procedures, money was taken from my wages for fuel and maintenance of the trucks, insurance, licensing, and equipment. Defendant did not reimburse me for any of my purchases related to work.

5. Because of all of the above issues at work, I do not believe I received accurate, itemized wage statements and was not paid all wages upon my separation of employment with Defendant.

6. I have worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available to speak and meet with my lawyers whenever I was needed, including the entire day of the mediation on July 17, 2024 and throughout the settlement process.

7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit my former co-workers and current employees of Defendant by helping them recover money owed to them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees

1 would not have to take on. For example, I knew that there was a risk that I could be liable for
2 Defendant's costs if we lost the case. Even though I understood that joining a lawsuit is a public record
3 and could stigmatize me and may affect my future employability, I accepted that burden for the benefit
4 of other employees of Defendant because I wanted Defendant to pay their current and former
5 independent contractors for all unpaid wages according to the law and face consequences for not doing
6 so.

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

19 9. 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 worked for Defendant. I
21 believe Defendant's policies and procedures were the same for all independent contractors in
22 California. Since the same policies and procedures apply to myself and the other independent
23 contractors, I believe they were not paid for all wages earned, had unlawful deductions taken from their
24 wages, did not receive accurate wage statements, and were not paid all wages upon separation of
25 employment with Defendant.

26 10. As far as I am aware, I have no conflicts with any of the other workers who were
27 classified as independent contractors. I understand that as the proposed class representative, I am
28 responsible for representing the interests of all members of the class in litigation to recover money

1 damages for the Class and I consider the interests of the Class and put the interests of the Class before
2 my own interests.

3 11. I understand that my attorneys will request that the Court award me Service Payment of
4 \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 Service Payment is not
5 contingent upon me supporting the proposed Settlement.

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

8 Executed on October 15, 2024 at Ontario, California.

9
10 *Venancio carrera*
Venancio carrera (Oct 15, 2024 19:29 PDT)

11 VENANCIO CARRERA
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