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Attorneys for Plaintiff, BRANDON NIELSEN,
on behalf of himself and of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SUTTER

BRANDON NIELSEN, on behalf of himself
and of all others similarly situated,

Plaintiff,

v.

BTR TIRES LLC, a California limited liability
Company; BAINS TRUCK REPAIR LLC, a
California limited liability Company; BAINS
TOWING & RECOVERY LLC, a California
limited liability Company; BAINS TOWING
& REPAIR LLC, a California limited liability
Company; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CVCS24-0002443

[Assigned to the Hon. Hon. Laura J. Davis in
Dept. 1]

**DECLARATION OF PLAINTIFF
BRANDON NIELSEN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

DECLARATION OF BRANDON NIELSEN

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2 1. I am a party to this action and reside in the State of California. I am fully competent
3 to make this declaration. I have personal knowledge of the facts set forth herein, except for those
4 stated on information and belief, and as to those I am informed and believe them to be true. If
5 called upon to testify, I could and would testify as set forth herein.

6 2. I make this Declaration in support of Plaintiff's Motion for Preliminary Approval
7 of Class and Representative Action Settlement.

8 3. I was employed by defendants BTR Tires LLC, Bains Trust Repair LLC, Bains
9 Towing & Recovery LLC, and Bains Towing & Repair LLC (collectively, "Defendants"), as a
10 non-exempt, hourly paid employee, with duties that included, but were not limited to, driving and
11 operating a heavy-duty tow truck in northern California and the Oregon border area from
12 approximately February of 2022 through October 11, 2023.

13 4. I am informed and believe that, throughout my employment with Defendants,
14 myself and other non-exempt, hourly paid employees of Defendants were not paid all wages owed
15 because we were not paid for all time under Defendants' control, or for which we were suffered
16 or permitted to work by Defendants. In addition, I am informed and believe we were not paid all
17 overtime hours worked at the overtime rate of pay owed due to, without limitation, failure to
18 record all time worked and failure to pay for off-the-clock work.

19 5. During my employment with Defendants, I often took meal periods that were after
20 the fifth hour, short, or not duty-free. I witnessed other non-exempt, hourly paid employees with
21 my job duties often taking meal periods that were after the fifth hour, short, or not duty-free, as
22 well.

23 6. I do not recall receiving any premium pay for the full, timely and uninterrupted
24 meal periods I was not provided an opportunity to take and am informed and believe that my
25 coworkers were not provided premium pay for not being provided with the opportunity to take
26 full, timely and uninterrupted meal periods either.

27 7. I do not believe I was provided with opportunities to take full, uninterrupted 10-
28 minute rest periods while working with Defendants and am informed and believe my coworkers

1 were often not provided with such an opportunity, either.

2 8. I do not recall receiving any premium pay for the full rest breaks I was not provided
3 an opportunity to take and am informed and believe that my coworkers were not provided
4 premium pay for not being provided with the opportunity to take full, uninterrupted 10-minute
5 rest periods, either.

6 9. Before and during the course of litigation, I was actively involved in assisting my
7 attorneys to support the wage and hour claims asserted. My involvement began before the initial
8 complaint was filed wherein, I provided first-hand knowledge and documentation as to
9 Defendants' practices, their ownership and corporate structure, and their wage and hour policies
10 and practices.

11 10. Part of the information I relayed was with regard to Defendants' timekeeping policies
12 and practices, and their meal and rest period policies and practices.

13 11. I provided them with all the documentation provided to me by Defendants during my
14 employment.

15 12. I assisted in reviewing time and payroll records with my attorneys, and informed
16 them of Defendants' employment policies, and whether those policies matched Defendants'
17 practices.

18 13. My attorneys called me to ask me questions over several times throughout the
19 litigation and I contacted my attorneys several times to stay updated on the case and offer my
20 assistance on any matters I could be helpful with. I was also available for mediation by telephone,
21 during which I was available to be called to answer the questions posed by the mediator regarding
22 the asserted claims, as well as arguments raised by Defendants. In addition, I worked with my
23 attorneys over the next several weeks after mediation to understand and execute a long form
24 settlement agreement.

25 14. Over the past few months since the mediation has been resolved, I have stayed in
26 touch with my attorneys to ensure that there was no undue delay in payment for other class
27 members for whom I brought this Action.

28 15. I believe that, through the present, I have spent at least 27 hours in connection with

1 this matter, which included time spent having preliminary calls with my attorneys; doing an intake
2 with my attorneys; time spent searching for documents relating to my employment; time spent
3 reading and understanding the Settlement Agreement; time spent answering calls to discuss
4 Defendants' timekeeping, pay, meal and rest periods, and to review time and payroll records; time
5 spent discussing with my attorneys Defendants' policies and practices; time spent on-call at
6 mediation; and time spent checking in on the status of the case, among other things. I also spent
7 time preparing this declaration to support Plaintiff's Motion for Preliminary Approval of Class
8 and Representative Action Settlement.

9 16. I feel that by bringing this lawsuit, I could stand up for not only my rights but the
10 rights of other employees who suffered from the same unfair wage practices. I felt that current
11 employees might not want to share their experiences with Defendant since they feared losing their
12 jobs. This is certainly understandable as I, too, have to provide for myself and others.

13 17. By bringing this lawsuit, I have put the interests of the class ahead of my own.

14 18. I understood that I could possibly earn a small enhancement if this case is resolved
15 favorably. I also knew that I could face retaliation from Defendant and backlash from former
16 coworkers who are loyal to Defendant. I have also had to provide a general release of claims and
17 a waiver of rights under California Civil Code Section 1542 to Defendants as part of the
18 settlement. My understanding, in addition, is that if I brought this case individually, I may have
19 earned more compensation individually and on a much quicker timeline than the timeline to
20 resolve this Action.

21 19. My goal in bringing this lawsuit was to obtain a recovery on behalf of the class,
22 and, even more importantly, to put an end to what I believe are illegal practices on the part of
23 Defendants. I believe I have achieved both through this lawsuit and settlement.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct this 20 day of August, 2026, at
26 Soda Springs, California.

27 *Brandon Nielsen*

28 BRANDON NIELSEN

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