

WOODALL LAW OFFICES
100 PINE STREET, SUITE 1250
SAN FRANCISCO, CALIFORNIA 94111
TELEPHONE: (415) 413-4629
FACSIMILE: (866) 937-4109
KEVIN@KWOODALLLAW.COM

KEVIN F. WOODALL, BAR NO. 180650

ATTORNEYS FOR PLAINTIFF, JOSHUA SWEET AND THOSE
SIMILARLY SITUATED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

JOSHUA SWEET, INDIVIDUALLY AND ON)
BEHALF OF THOSE SIMILARLY SITUATED,)

PLAINTIFFS,

v.

SF TIRE & SERVICE CENTRAL INC., A)
CALIFORNIA CORPORATION, AND DOES 1)
THROUGH 10, INCLUSIVE,)

DEFENDANTS.)

CASE No. CGC-20-584213

**DECLARATION OF JOSHUA SWEET
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: December 2, 2021

Time: 9:30 a.m.

Dept: 302

Judge: Hon. Ethan P. Schulman

ACTION FILED APRIL 22, 2020

NO TRIAL DATE SET

1 I, Joshua Sweet, declare and state as follows:

2 1. I was employed by SF Tire & Service Central, Inc. ("SF Tire") from November,
3 2015 until early February, 2020. I worked in sales and non-sales positions at SF Tire.
4 Except as otherwise indicated, I have personal knowledge of the facts set forth in this
5 declaration.

6 2. During my employment at SF Tire, I received commissions and non-discretionary
7 bonuses during workweeks where I worked overtime. However, SF Tire did not
8 calculate my regular rate of pay with the commissions and non-discretionary bonuses,
9 which resulted in my overtime rate being lower than it should have been. As a result, SF
10 Tire did not pay all overtime wage due to me. In addition, I contend that SF Tire did not
11 pay all hours worked beyond 8 hours per day at 1.5 times my regular of pay or all hours
12 worked beyond 12 hours at 2 times my regular rate of pay, but instead paid those hours at
13 a lower rate of pay. SF Tire has never paid the unpaid overtime wages, including when
14 my employment ended.

15 3. The wage statements issued to me in 2019 did not include my correct gross and
16 net wages, the correct number of hours worked at each rate of pay or the correct hours
17 worked, in part due to the unpaid overtime issues mentioned above. The listed hours
18 worked were incorrect on occasion as well because they did not match my actual hours
19 worked.

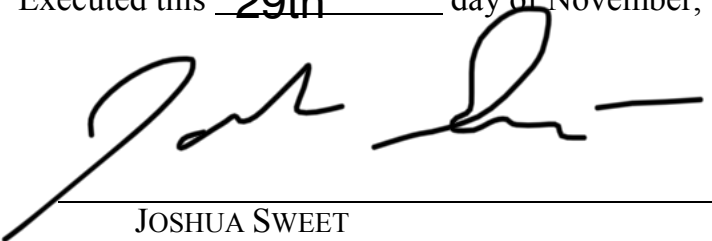
20 4. During my employment at SF Tire, I regularly missed 30-minute meal periods and
21 10-minute rest periods because we were too busy and I was not given permission to take
22 them. Also, I often took a meal period after working more than 5 hours for the same
23 reasons. Despite missing meal and rest periods or not taking them in a timely manner, SF
24 Tire did not always provide me with premium pay for each day a meal or rest period was
25 missed or noncompliant.

26 5. Throughout this case, I have assisted my attorney with providing information
27 necessary to prepare complaints and discovery requests. Further, I have reviewed and
28 provided feedback to my attorney regarding settlement agreements and this declaration. I

1 also attended a lengthy, full day mediation session in July, 2021. Thus, I have and will
2 continue to protect the interests of the Class.

3 6. In 2020, I filed an administrative charge with the Department of Fair Employment
4 and Housing (“DFEH”) (Case No. 202004-09845607). In that charge, I alleged SF Tire
5 engaged in disability discrimination and retaliation. Specifically, I had a disability and
6 requested accommodations during my employment, which were not provided. When I
7 complained of discrimination, my employment was terminated. I contend this was
8 wrongful termination. I sought lost wages, damages for emotional distress, punitive
9 damages, attorney’s fees and costs. At the end of the mediation, when SF Tire requested
10 a full release of all of my claims, including the allegations in my DFEH charge, I agreed
11 to settle my non-class claims for \$25,000 (all of which will be paid to me, as no
12 attorney’s fees or costs will be deducted from the amount). While this amount is much
13 less than I wanted for the discrimination and retaliation claims, I agreed upon this amount
14 to move on with my life.

15 I declare under penalty of perjury of the laws of California and the United States
16 that this statement is true and correct. Executed this 29th day of November,
17 2021, at Mill Valley, California.

18 
19
20 JOSHUA SWEET