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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

JOSE AGUILAR SANDOVAL, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

MADLAND TOYOTA-LIFT, INC., a California
corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No. BCV-20-100810-TSC

CLASS ACTION

*[Assigned for all purposes to the Honorable
Thomas S. Clark, Dept. 17]*

**DECLARATION OF JUSTIN F.
MARQUEZ IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

FINAL APPROVAL HEARING

Date: February 24, 2022

Time: 8:30 a.m.

Dept: 17

Complaint filed: March 20, 2020

Trial date: Not set

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1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiffs. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiff's Motion for Final Approval of Class Action Settlement.

2. This is a wage and hour class action and PAGA representative action. Plaintiff and putative class members worked in California as hourly-paid, non-exempt employees for Defendant during the class period. Defendant delivers Toyota Forklifts & material handling equipment to central California. Plaintiff and putative class members worked for Defendant.

4. On March 20, 2020, Plaintiff filed a putative wage-and-hour class action complaint against Defendant Madland Toyota-Lift, Inc. for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194, and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Labor Code §§ 226.7); (5) failure

1 to timely pay final wages at termination (Labor Code §§ 201-203); (6) failure to provide accurate
2 itemized wage statements (Labor Code § 226); and (7) unfair business practices (Business and
3 Professions Code 17200 et seq.). On September 28, 2020, Plaintiff filed a First Amended
4 Complaint adding a claim for civil penalties under Private Attorneys General Act “PAGA”
5 (Labor Code § 2698 et seq.).

6 DISCOVERY AND INVESTIGATION

7 5. Following the filing of the Complaint, the parties exchanged documents and
8 information before mediating this action. Defendant produced a sample of time and pay records
9 for class members. Defendant also provided documents of their wage and hour policies and
10 practices during the class period, and information regarding the total number of current and
11 former employees in its informal discovery responses.

12 6. After reviewing documents regarding Defendant’s wage and hour policies and
13 practices, analyzing Defendant’s timekeeping and payroll records, and interviewing Class
14 Members, Class Counsel was able to evaluate the probability of class certification, success on the
15 merits, and Defendant’s maximum monetary exposure for all claims. Class Counsel also
16 investigated the applicable law regarding the claims and defenses asserted in the litigation. Class
17 Counsel reviewed these records and prepared a damage analysis prior to mediation.

18 SETTLEMENT NEGOTIATIONS

19 7. On July 16, 2021 the parties participated in private mediation with experienced
20 class action mediator Kelly A. Knight. The mediation was conducted via Zoom. The settlement
21 negotiations were at arm’s length and, although conducted in a professional manner, were
22 adversarial. The parties went into the mediation willing to explore the potential for a settlement
23 of the dispute, but each side was also prepared to litigate their position through trial and appeal if
24 a settlement had not been reached.

25 8. After extensive negotiations and discussions regarding the strengths and
26 weaknesses of Plaintiff’s claims and Defendant’s defenses, Mr. Knight issued a mediator’s
27 proposal during the July 16, 2021 mediation. The mediator’s proposal was accepted by all
28 parties, the material terms of which are encompassed within the Settlement. Attached as Exhibit

1 1 is a true and correct copy of the Joint Stipulation for Class Action Settlement.

2 9. This Court granted preliminary approval on November 2, 2021.

3 10. The settlement includes \$10,000 allocated to Plaintiff's claims under PAGA, with
4 75% of which (\$7,500) will be paid to the LWDA and 25% (\$2,500) will be paid to eligible
5 members of the PAGA Class. (Settlement, ¶ 54.)

6 11. The Settlement provides that Defendants will not oppose a fee application of up to
7 33 1/3% (\$108,333.33) of the Settlement Amount, plus out-of-pocket costs not to exceed
8 \$20,000. (Settlement, ¶ 54.) At this time, Class Counsel's costs are approximately \$11,220.11.
9 A true and correct copy of Plaintiff's costs to the date is attached to this declaration as **Exhibit 2**.

10 12. Class Counsel submitted the proposed settlement and accompanying papers to the
11 LWDA before filing this Motion for Final Approval.

12 13. There are no other related actions that might be encompassed in the scope of the
13 released claims alleged in this action.

14
15 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

16 14. Class Counsel has conducted a thorough investigation into the facts of this case.
17 Based on the foregoing discovery and their own independent investigation and evaluation, Class
18 Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best
19 interests of the Settlement Class Members in light of all known facts and circumstances, the risk
20 of significant delay, the defenses that could be asserted by Defendant both to certification and on
21 the merits, trial risk, and appellate risk.

22 15. Based on an analysis of the facts and legal contentions in this case, documents and
23 information from Defendant, I evaluated Defendant's maximum exposure. I took into account
24 the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims
25 are certified. After using the data Defendant provided, including a random sample of
26 timekeeping and payroll records, as well as class member demographics (i.e., the number of class
27 members, workweeks, and average total compensation of the class), with the assistance of a
28 statistics expert I created a damages model to evaluate the realistic range of potential recovery

for the class. The damages model is based on the following benchmarks:

Total Class Members: 110

Terminated Class Members during 3-year statute: 48

Avg. number of active employees per year: 57

Total Workweeks: 12,683

PAGA Pay Periods: 3,137

Avg. Hourly Rate: \$27.11

Class period: March 20, 2016 up to and including November 2, 2021

16. Discovery and investigation revealed that Defendant failed to pay class members for all hours worked, including overtime wages, failed to have a legally compliant written policy providing meal periods and authorizing and permitting rest periods. However, approximately 75% of all class members are subject to arbitration agreements and class action waivers.

17. Plaintiff alleges that Defendant failed to pay for all hours worked, including minimum wages, straight time wages, and overtime wages. My expert analyzed Defendant's timekeeping and payroll records and found many instances where Defendant failed to pay employees for all hours worked, particularly the time employees spent preparing their materials to work, not allowing employees to take lunch, rest, or restroom breaks until deliveries were completed, and many instances where Defendant falsified time records to show that meal periods were taken when in fact employees were working. A more conservative estimate was appropriate given the difficulty of proving an off-the-clock work violation on a class-wide basis. Assuming that Defendant failed to pay employees for 15 minutes of work each shift, and 90% of this work was overtime, potential liability for this claim is \$642,603.00. Because individualized can be a significant obstacle to certifying and proving off-the-clock claims, I discounted this figure by 80% to account for the difficulty of prevailing on a motion for class certification and a trial on the merits, yielding a realistic damage estimate of **\$128,520.60**.¹

¹ This discount for risk at certification and trial is reasonable because the Judicial Council of California found that only 21.4% of all class actions were certified either as part of a settlement *or* as part of a contested certification motion. *See* Findings of the Study of California

1 18. With respect to the meal period claim, Plaintiff alleges that Defendant required
2 him and similarly situated class members to work in lieu of taking meal periods, and Defendant
3 lacked legally compliant policies and practices providing meal periods for most of the class
4 period. My expert analyzed Defendant's timekeeping records and found that approximately
5 53.5% of all meal breaks had violations of short, missed, or no meal periods. Potential liability of
6 the meal period claim, which includes shifts 5-6 hours long, shifts over 6 hours long, and shifts
7 over 10 hours long, is \$934,404.00 including interest; however, I discounted this figure by 80%
8 to account for the difficulty of certifying and proving meal period claims, and to account for the
9 possibility of class members voluntarily choosing to forego a meal period, yielding a realistic
10 damage estimate of **\$186,880.80**.

11 19. With respect to the rest period claim, Plaintiff alleges that Defendant required him
12 and similarly situated class members to work in lieu of taking rest periods, and Defendant lacked
13 legally compliant policies and practices authorizing and permitting employees to take rest
14 periods for most of the class period. Assuming a 50% violation rate for the time period when
15 Defendant's written policies were inadequate, Defendant's potential liability for the rest period
16 claim is \$861,713; however, I discounted this figure by 80% to account for the difficulty of
17 certifying and proving rest period claims, particularly because rest periods do not have to be
18 recorded, and to account for the possibility of class members voluntarily choosing to forego a
19 rest period, yielding a realistic damage estimate of **\$172,342.60**.

20 20. In sum, Plaintiff's maximum recovery for the unpaid wages due to unpaid work
21 (minimum wages, straight time wages, and overtime wages), meal period, and rest period claims
22 is \$2,438,720, but, **after factoring in the risk and uncertainty of prevailing at certification**
23 **and trial, Plaintiff's realistic estimated recovery for the non-penalty claims is \$487,744.00.**

24 21. With respect to Plaintiff's derivative claims for statutory and civil penalties,
25 Plaintiff estimated that Defendant's realistic potential liability is **\$100,000.00**. While
26 Defendant's maximum potential liability for waiting time penalties is \$334,582.00 based on

27 _____
28 Class Action Litigation, 2000-2006, available at [http:// www.courts.ca.gov/documents/class-action-lit-study.pdf](http://www.courts.ca.gov/documents/class-action-lit-study.pdf).

1 approximately 48 terminated class members during the 3-year statute, \$236,500.00 for inaccurate
2 wage statements based on approximately 84 class members who worked 3,137 pay periods
3 within the 1-year statute, and \$313,700.00 for PAGA violations based on the Court assessing a
4 \$100 penalty for initial violations for all 3,137 pay periods within the 1-year statute, I believe
5 that it would be unrealistic to expect the Court to award the full \$884,782.00 in penalties given
6 Defendant's defenses, the contested nature of Plaintiff's claims, and the discretionary nature of
7 penalties. Considering that the underlying claims are realistically estimated to be \$487,744.00,
8 such a disproportionate award would also raise due process concerns. Weighing these factors,
9 and applying a discount to account for the risk and uncertainty of prevailing at trial, I arrived at
10 \$100,000.00 for statutory and civil penalties.

11 22. **Using these estimated figures, Plaintiff predicted that the realistic maximum**
12 **recovery for all claims, including penalties, would be \$587,744.00. This means that the**
13 **\$325,000 settlement figure represents approximately 55.3% of the realistic maximum**
14 **recovery (\$325,000 / \$587,744 = 55.3%).** Considering the risk and uncertainty of prevailing at
15 class certification and at trial, particularly in light of many class members being subject to
16 arbitration agreements and class action waivers, this is an excellent result for the Class. Indeed,
17 because of the proposed Settlement, class members will receive timely, guaranteed relief and will
18 avoid the risk of an unfavorable judgment.

19 23. While Plaintiff is confident in the merits of his claims, a legitimate controversy
20 exists as to each cause of action. Plaintiff also recognizes that proving the amount of wages due
21 to each Class Member would be an expensive, time-consuming, and uncertain proposition.

22 24. I am also of the opinion that because the issues here are fairly contested, there is a
23 possibility of the Court not awarding PAGA penalties even if Plaintiff prevailed on the merits.
24 For example, I worked on *Jon N. Shields v. Security Paving Company, Inc.*, Los Angeles
25 Superior Court Case No. BC492828 for over four years before leaving in April 2017. I spent
26 over 1,000 hours on the *Shields* case and took around 15 depositions. The *Shields* case was later
27 tried in September 19, 2017, before Judge Ann I. Jones as a PAGA representative action for
28 failure to authorize and permit rest periods. Although Judge Jones found that the defendant was

1 liable on the rest period claim, the court only awarded \$50 in nominal damages because Judge
2 Jones also found that plaintiff could not prove damages to the aggrieved employees.

3 25. The settlement obviates the significant risk that this Court may deny certification
4 of all or some of Plaintiff's claims. Furthermore, even if Plaintiff obtained certification of all or
5 some of the claims, continued litigation would be expensive, involving a trial and possible
6 appeals, and would substantially delay and reduce any recovery by the Settlement Class
7 Members. For instance, I drafted the class certification and expert briefs in *ABM Industries*
8 *Overtime Cases* (2017) 19 Cal.App.5th 277, a wage-and-hour class action for over 40,000 class
9 members for off-the-clock, meal period, split shift, and reimbursement claims. Although the trial
10 court denied class certification on September 1, 2011, that decision was reversed unanimously on
11 appeal more than 6 years later on December 11, 2017.

12 26. This settlement avoids the risks and the accompanying expense of further
13 litigation. Although the parties had engaged in a significant amount of investigation, informal
14 discovery and class-wide data analysis, the parties had not yet completed formal written
15 discovery. Plaintiff intended to depose corporate officers and managers of Defendant.
16 Moreover, preparation for class certification and a trial remained for the parties as well as the
17 prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or adverse
18 summary judgment ruling. Had the Court certified any claims, Defendant could move to
19 decertify the claims. As a result, the parties would incur considerably more attorneys' fees and
20 costs through trial.

21 27. The Net Settlement Amount available for Class Member settlement payments is
22 estimated to be \$174,946.56, for a class of 120 persons.² **As a result, each Settlement Class**
23 **Member is eligible to receive an average net benefit of approximately \$1,457.88.**

24 28. The proposed settlement of \$325,000.00 therefore represents a substantial
25 _____

26 ² The Net Settlement Amount is: \$325,000.00 minus \$10,000.00 for class representative
27 service award, minus \$10,000.00 in administration costs, minus \$7,500.00 for PAGA portion sent
28 to the LWDA, minus \$2,500.00 for payments to Aggrieved Employees on a *pro rata basis* minus
\$108,333.33 for Class Counsel's attorneys' fees, and minus \$11,720.11 for Class Counsel's
litigation expenses.

1 recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the
2 risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof
3 necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that
4 the settlement amount of \$325,000.00 is within the "ballpark" of reasonableness, and preliminary
5 settlement approval is appropriate.

6
7 ENHANCEMENT AWARD FOR PLAINTIFF IS REASONABLE

8 29. Class Counsel represent that Plaintiff devoted a great deal of time and work
9 assisting counsel in the case, communicated with counsel very frequently for litigation and to
10 prepare for mediation, and was frequently in contact with Class Counsel during the mediation.
11 Plaintiff's requested enhancement award is reasonable particularly in light of the substantial
12 benefits Plaintiff generated for all class members.

13 30. Throughout this litigation, Plaintiff, who is a former employee of Defendant, has
14 cooperated immensely with my office and has taken many actions to protect the interests of the
15 class. Plaintiff provided valuable information regarding unpaid overtime, meal period, and rest
16 period claims. Plaintiff also informed my office of developments and information relevant to this
17 action, participated in decisions concerning this action, made himself available to answer
18 questions during the mediation, and provided my office with the names and contact information
19 of potential witnesses in this action. Before we filed this case, Plaintiff provided my office with
20 several documents, including policy documents, and communications from Defendant regarding
21 the claims alleged in this action. The information and documentation provided by Plaintiff was
22 instrumental in establishing the wage and hour violations alleged in this action, and the recovery
23 provided for in the Settlement Agreement would have been impossible to obtain without
24 Plaintiff's participation.

25 31. At the same time, Plaintiff faced many risks in adding himself as the class
26 representative in this matter. Plaintiff faced actual risks with his future employment, as putting
27 himself on public record in an employment lawsuit could also very well affect his likelihood for
28 future employment. Furthermore, as part of this settlement, Plaintiff is executing a general

1 release of all claims against Defendant.

2 32. In turn, class members will now have the opportunity to participate in a settlement,
3 reimbursing them for alleged wage violations they may have never known about on their own or
4 been willing to pursue on their own. If these class members would have each tried to pursue
5 their legal remedies on their own, that would have resulted in each having to expend a significant
6 amount of their own monetary resources and time, which were obviated by Plaintiff putting
7 herself on the line on behalf of these other class members.

8 33. In the final analysis, this class action would not have been possible without the aid
9 of Plaintiff, who put his own time and effort into this litigation, sacrificed the value of his own
10 individual claims, and placed himself at risk for the sake of the class members. The requested
11 enhancement award for Plaintiff for his service as the class representative and for his general
12 release of all individual claims is a relatively small amount of money when the time and effort
13 put into the litigation are considered and in comparison to enhancements granted in other class
14 actions. The requested incentive award is therefore reasonable to compensate Plaintiff for his
15 active participation in this lawsuit. Indeed, in *Karl Adams, III, et al. v. MarketStar Corporation*,
16 et al., No. 2:14-cv-02509-TLN-DB, a wage and hour class action alleging that class members
17 were misclassified as exempt outside salespersons, I was co-lead Class Counsel and helped
18 negotiate a \$2.5 million class action settlement for 339 class members, and the court approved a
19 \$25,000 class representative incentive award for each named plaintiff.

20 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

21 34. The Settlement provides for attorney's fees payable to Class Counsel in an amount
22 up to one-third (33 1/3%) of the Settlement Amount, for a maximum fees award of \$108,333.33,
23 plus actual costs and expenses not to exceed \$20,000.00. The proposed award of attorneys' fees
24 to Class Counsel in this case can be justified under either method – lodestar or percentage
25 recovery.

26 ///

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35. The total current lodestar for Wilshire Law Firm, PLC is not less than the following:

Person	Role	Hours	Rate	Lodestar
Justin F. Marquez	Senior Partner (11+ years)	40.7	\$800	\$32,560
Nicol E. Hajjar	Associate Attorney (7 th year)	43.2	\$550	\$23,760
Rachel J. Vinson	Associate Attorney (2 nd year)	58	\$350	\$20,300
Min Jee Kim	Paralegal	34.6	\$150	\$5,190
	Total:	176.5		\$81,810

36. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court approved all of the above requested hourly rates when he granted final approval of the class action settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-01066522-CU-OE-CXC.

37. Attached as **Exhibit 3** is a true and correct copy of Wilshire Law Firm's timesheets in this matter.

38. There are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Class Counsel's request for attorney's fees.

39. Additional time will be required by Class Counsel to obtain final approval of the settlement and requested awards, monitor the settlement and respond to class member inquiries, and oversee administration of the settlement and distribution of the fund. I estimate that my office will commit no less than 10 hours to those tasks and have included those hours above. Given my firm's time spent on this case and the positive reaction by the class, the requested fee award is reasonable and fair.

40. I am informed and believe that the fee and costs provision is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

41. The risk to my office has been very significant, particularly if we would not be

1 successful in pursuing this class action. In that case, we would have been left with no
2 compensation for all the time taken in litigating this case. Indeed, I have taken on a number of
3 class action cases that have resulted in thousands of attorney hours being expended and
4 ultimately having certification denied or the defendant company going bankrupt. The contingent
5 risk in these types of cases is very real and they do occur regularly. Furthermore, we were
6 precluded from focusing on, or taking on, other cases which could have resulted in a larger, and
7 less risky, monetary gain.

8 42. Because most individuals cannot afford to pay for representation in litigation on
9 an hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on
10 a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time
11 unless we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm,
12 PLC is taking the risk that we will not be reimbursed for our time unless our client settles or wins
13 his or her case, we cannot afford to represent an individual employee on a contingency basis if, at
14 the end of our representation, all we are to receive is our regular hourly rate for services. It is
15 essential that we recover more than our regular hourly rate when we win if we are to remain in
16 practice so as to be able to continue representing other individuals in civil rights employment
17 disputes.

18 43. As of the drafting of this motion, my office has incurred around \$11,220.11 in
19 expenses litigating this action, and we anticipate accruing additional costs up to Final Approval
20 of the Settlement. A true and correct copy of Plaintiff's costs to the date is attached to this
21 declaration as **Exhibit 2**. These expenses were reasonably necessary to the litigation and were
22 actually incurred by my office. They should be reimbursed in full, up to the maximum amount
23 allowed in the Settlement Agreement. I also anticipate that my office will at least \$500.00 in
24 additional costs up to the time the Court enters a judgment in this action and schedules a hearing
25 on distribution; this figure is based primarily on charges for additional filing, attorney service
26 fees, and court reporting fees of approximately \$500.00. Because of these additional costs, I
27 respectfully request that the Court allow Plaintiff's counsel to recover \$11,720.11 in costs.

28 44. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in

1 this case.

2
3 MY EXPERIENCE AND QUALIFICATIONS

4 45. Wilshire Law Firm is a 30+ attorney and 200+ employees law firm that is actively
5 and continuously practicing in employment litigation, representing employees in both individual
6 and class actions in both state and federal courts throughout California. Wilshire Law Firm has
7 been selected by U.S. News & World Report and Best Lawyers as one of the nation's "Best Law
8 Firms" in 2021.

9 46. Wilshire Law Firm is qualified to handle this litigation because its attorneys are
10 experienced in litigating Labor Code violations in both individual, class action, and
11 representative action cases. Wilshire Law Firm has handled, and is currently handling, numerous
12 wage and hour class action lawsuits, as well as class actions involving consumer rights and data
13 privacy litigation.

14 47. I graduated from the University of California, Los Angeles's College Honors
15 Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and
16 *Phi Beta Kappa*. As an undergraduate, I also received a scholarship to study abroad for one year
17 at Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School
18 in 2008.

19 48. My practice is focused on advocating for the rights of consumers and employees
20 in class action litigation and appellate litigation. I am currently the primary attorney in charge of
21 litigating several class action cases in state and federal courts across the United States.

22 49. I have received numerous awards for my legal work. From 2017 to 2020, Super
23 Lawyers selected me as a "Southern California Rising Star," and in 2022 I was selected as a
24 "Southern California Super Lawyer." In 2016 and 2017, the National Trial Lawyers selected me
25 as a "Top 40 Under 40" attorney. I am also rated 10.0 ("Superb") by Avvo.com.

26 50. I am on the California Employment Lawyers Association (CELA)'s Wage and
27 Hour Committee and Mentor Committee, and I was selected to speak at CELA's 2019 Advanced
28 Wage & Hour Seminar on the topic of manageability of class actions. Since 2013, I have

1 actively mentored young attorneys through CELA's mentorship program.

2 51. I am also an active member of the Consumer Attorneys of California (CAOC). In
3 2020, I was selected for a position on CAOC's Board of Directors. I am also a member of
4 CAOC's Diversity Committee, and I help assist the CAOC in defeating bills that harm
5 employees. Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for
6 CAOC, in defeating AB 443, which proposed legislation that sought to limit the enforceability of
7 California Labor Code § 226.

8 52. As the attorney responsible for day-to-day management of this matter at the
9 Wilshire Law Firm, I have over eleven years of experience with litigating wage and hour class
10 actions. Over the last eleven years, I have managed and assisted with the litigation and
11 settlement of several wage and hour class actions. In those class actions, I performed similar
12 tasks as those performed in the course of prosecuting this action. My litigation experience
13 includes:

- 14 a. I served as lead or co-lead in negotiating class action settlements worth over \$10
15 million in gross recovery to class members for each year during 2020 and 2021.
- 16 b. To my knowledge, I am the only attorney to appear on each of the following *Top*
17 *Verdict* lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20
18 Labor & Employment Settlements, and Top 50 Class Action Settlements.
- 19 c. As lead counsel, on April 29 2021, I prevailed against CVS Pharmacy, Inc. by
20 winning class certification on behalf of hundreds of thousands of consumers for
21 misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct.
22 C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).
- 23 d. As lead counsel, I prevailed against Bank of America by: winning class certification
24 on behalf of thousands of employees for California Labor Code violations; defeating
25 appellate review of the court's order certifying the class; defeating summary
26 judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.*
27 (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019
28 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2,

2018).). The decision certifying the class in *Frausto* is also discussed in *Class Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call Center Employees for Violation of State Law Wage and Hour Rules*, 35 A.L.R. Fed. 3d Art. 8.

- e. I was the primary author of the class certification and expert briefs in *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class action for over 40,000 class members for off-the-clock, meal period, split shift, and reimbursement claims. *ABM Industries Overtime Cases* is the first published California appellate authority to hold that an employer’s “auto-deduct policy for meal breaks in light of the recordkeeping requirements for California employers is also an issue amenable to classwide resolution.” (*Id.* at p. 310.)³ Notably, the Court of Appeal also held that expert analysis of timekeeping records can also support the predominance requirement for class certification. (*Id.* at p. 310-311.) In 2021, the case settled for \$140 million, making it one of the largest ever wage and hour class action settlements for hourly-paid employees in California.
- f. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d 1057. The Ninth Circuit ruled in my client’s favor and held that non-class claims under California’s Private Attorney Generals Act (“PAGA”) cannot be used to calculate the amount in controversy under the Class Action Fairness Act (“CAFA”). This case is cited in several leading treatises such as *Wright & Miller’s Federal Practice & Procedure*, and *Newberg on Class Actions*. In October 2016, the U.S. Supreme Court denied review of a case that primarily concerned *Yocupicio*. That effort was led by Theodore J. Boutsous, who brought the cert petition, with amicus support from a brief authored by Andrew J. Pincus.⁴

³ As a California district court observed before the *ABM Industries Overtime* decision, “[t]he case law regarding certification of auto-deduct classes is mixed.” (*Wilson v. TE Connectivity Networks, Inc.* (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL 1758048, *7.)

⁴ <http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro>

1 Considering that leading Supreme Court practitioners from the class action
2 defense bar were very motivated in undermining *Yocupicio* case, but failed, this
3 demonstrates the national importance of the *Yocupicio* decision.

- 4 g. On December 13, 2018, the United States District Court granted final approval of
5 the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global*
6 *Services, LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL
7 6616659 in which I served as lead counsel. In doing so, the Court found: “Class
8 Counsel’s declarations show that the attorneys are experienced and successful
9 litigators.” (*Id.* at p. *10.)
- 10 h. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a
11 reported decision permitting class-wide discovery even though the employer has a
12 lawful policy because “[t]he fact that a company has a policy of not violating the
13 law does not mean that the employees follow it, which is the issue here.” The
14 court also ordered defendant to pay for the cost of *Belaire-West* notice.
- 15 i. In 2013, I represented a whistleblower that reported that his former employer was
16 defrauding the State of California with the help of bribes to public employees.
17 The case, a false claims (*qui tam*) action, resulted in the arrest and criminal
18 prosecution of State of California employees by the California Attorney General’s
19 Office.
- 20 j. In 2013, I was part of a team of attorneys that obtained conditional certification
21 for over 2,000,000 class members in a federal labor law case for misclassification
22 of independent contractors that did crowdsourced work on the Internet, *Otey v.*
23 *CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the
24 following pro-plaintiff reported decisions:
- 25 1) 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding
26 that an unaccepted Rule 68 offer doesn’t moot plaintiff’s claims,
27 and granting plaintiff’s motion to strike defendant’s affirmative
28 defenses based on *Twombly/Iqbal*).

- 2) 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order granting conditional collective certification).
- 3) 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the magistrate judge’s discovery ruling which held that “evidence of other sources of income is irrelevant to the question of whether a plaintiff is an employee within the meaning of the FLSA”).
- 4) 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting broad discovery because “an FLSA plaintiff is entitled to discovery from locations where he never worked if he can provide some evidence to indicate company-wide violations”).

f. From 2012 to 2013, I was part of a team of attorneys that obtained class certification for over 60,000 class members for off-the-clock claims, *Linares v. Securitas Security Services USA, Inc.*, Los Angeles Superior Court No. BC416555. We also successfully opposed subsequent appeals to the California Court of Appeal and California Supreme Court.

53. My current contingent billing rate of \$800 per hour is consistent with my practice area, lead appellate experience in the Ninth Circuit Court of Appeals, numerous awards received, legal market and accepted hourly rates:

a. In the December 8, 2008 article “Billable Hours Aren’t the Only Game in Town Anymore,” *NATIONAL LAW JOURNAL*, the following hourly billing rates were reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of wage-and-hour class actions that I opposed when litigating wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455. I am an 11th year attorney and Senior Partner, with most of my experience in class action litigation as a primary practice area. Having successfully briefed and argued a published appeal in the Ninth Circuit Court of Appeals involving CAFA and PAGA, having experience certifying large class

actions (including *ABM Industries Overtime Cases*, which was decided on appeal), and having received numerous awards for my legal work, my hourly rate should be adjusted upward.

- b. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court approved my \$800 hourly rate when he granted final approval of the class action settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-01066522-CU-OE-CXC.
- c. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District Court granted final approval of the \$1,600,000 class action settlement in *Carlos Moreno v. Pretium Packaging, Inc.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-SB-DFM, 2021 WL 3673845 in which I served as lead counsel. In doing so, the Court approved my then \$750 hourly rate after finding it was “reasonable, given the qualifications of the attorneys who worked on this matter.” (*Id.* at p. *3.)
- d. On January 19, 2021, the Hon. Elihu M. Berle of the Los Angeles County Superior Court approved my \$750 hourly rate when he granted final approval of the class action settlement in *Faye Zhang v. Richemont North America, Inc.*, No. 19STCV32396.
- e. On December 13, 2018, the United States District Court granted final approval of the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in which I served as lead counsel. In doing so, the Court approved my then \$600 hourly rate and found: “Class Counsel’s declarations show that the attorneys are experienced and successful litigators.” (*Id.* at p. *10.)

WILSHIRE LAW FIRM’S EXPERIENCE AND QUALIFICATIONS

54. Bobby Saadian is the Founding President and Managing Attorney at Wilshire Law Firm. He graduated from California State University, Northridge, Pepperdine University Graziadio Business School and Pepperdine University School of Law. He is listed in both The

1 Best Lawyers in America and Super Lawyers. Through his work with the CAOC, Bobby meets
2 with state attorney generals and legislators to help shape policies designed to protect vulnerable
3 consumers from large corporations. He frequently speaks at trial advocacy, litigation seminars,
4 and other continuing legal education events, including the annual Consumer Attorneys
5 Association of Los Angeles (CAALA) Las Vegas Convention, the National Trial Lawyers
6 Summit and the Association of Plaintiff Interstate Trucking Lawyers of America (APITLA)
7 National Interstate Trucking Supper Summit. He has been named one of the “Most Influential
8 Minority Lawyers” by the Los Angeles Business Journal. The Streets Are For Everyone (SAFE).
9 In 2017, Mr. Saadian started Wilshire Law Firm’s Academic Scholarship Program, which is
10 “committed to helping the next generation of lawyers succeed.” He is also an Executive Board
11 Member of the Los Angeles Trial Lawyers’ Charities (LATLC). He is also rated 10.0 (“Superb”)
12 by Avvo.com and he has been awarded “Client’s Choice Award Winner.” He also holds
13 Martindale-Hubbell AV Preeminent Peer Review Rating, the highest possible rating in both legal
14 ability and ethical standards. In 2014 and 2015, he was awarded the “Litigator Award Winner”,
15 which is awarded to the Top 1% of lawyers nationwide. He is admitted to practice in the State of
16 California, State of Texas and District of Columbia.

17 55. Nicol E. Hajjar is an Attorney at Wilshire Law Firm. She graduated from
18 California State University Los Angeles and Western State College of Law. The National
19 Trial Attorneys selected her as a “Top 10 Wage and Hour Trial Lawyer”, and a “Top 40 under
20 40” attorney. Super Lawyers selected her as one of their “Rising Stars.” She was selected to
21 serve on CAOC’s Board of Directors in 2020 and is an active member of CAALA, CELA,
22 National Employment Lawyers Association (NELA), and the Women Lawyers Association of
23 Los Angeles. She sits on CELA’s women’s committee and wage and hour committee and was
24 selected to speak at CELA’s 2020 Advanced Wage & Hour Seminar. Further, she has
25 extensively litigated employment cases for the past five years, including a successful wage
26 and hour trial wherein the jury awarded her wage and hour damages and she was awarded
27 PAGA penalties.

28 56. Rachel J. Vinson is a second-year Associate Attorney at Wilshire Law Firm.

1 She was admitted to practice law in the State of California and the Central and Southern
2 Districts of California in 2020. Rachel graduated from Claremont McKenna College with a
3 Bachelor in Arts in Philosophy and Government. She received her Juris Doctor from
4 Washington University in St. Louis where she earned a Scholar in Law Award, was Executive
5 Editor of the Washington University Journal of Law and Policy, was a Finalist in the Client
6 Interviewing and Counseling Competition, and successfully second-chaired a felony trial as a
7 Rule 13 Attorney for the Missouri State Public Defender Office. She is also a member of
8 CAALA and CELA.

9 57. Min Jee Kim is a paralegal at Wilshire Law Firm with eight years of experience
10 working at law firms, including over three years of experience working on class action cases.
11 She is a graduate of the University of California, San Diego with a Bachelor of Arts in
12 Economics.

13
14 NO INTEREST IN THE CY PRES RECIPIENT, LOS ANGELES TRIAL LAWYERS'
15 CHARITIES

16 58. Plaintiff Jose Aguilar Sandoval does not have any interest, financial or
17 otherwise, in the proposed *cy pres* recipient, Los Angeles Trial Lawyers' Charities.

18 59. No one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone
19 employed at the law firm) has any interest, financial or otherwise, in the proposed *cy pres*
20 recipient, Los Angeles Trial Lawyers' Charities.

21 I declare under penalty of perjury under the laws of the State of California and the
22 United States that the foregoing is true and correct.

23 Executed on January 31, 2022, at Los Angeles, California.

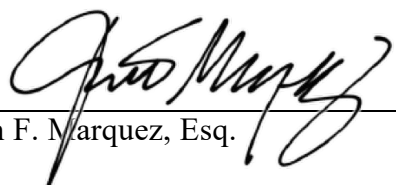
24
25 
26 Justin F. Marquez, Esq.

Exhibit 1

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2 scott@bbr.law
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3 david@bbr.law
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7
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MADLAND TOYOTA-LIFT, INC.

9 Justin F. Marquez, SBN 262417
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13 3055 Wilshire Blvd., 12th Floor
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15 Attorneys for Plaintiff,
16 JOSE AGUILAR SANDOVAL

17 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
18 **COUNTY OF KERN—METROPOLITAN DIVISION**

19 JOSE AGUILAR SANDOVAL, individually,
20 and on behalf of all others similarly situated,

21 Plaintiff,

22 v.

23 MADLAND TOYOTA-LIFT, INC., a
24 California corporation; and DOES 1 through
10, inclusive,

25 Defendants.
26
27
28

Case No. BCV-20-100810-TSC

SETTLEMENT AGREEMENT

Assigned to Hon. Thomas S. Clark
Dept.: 17

1 This Class Action Settlement and Release (“Settlement Agreement”) is entered into by and
2 between Plaintiff, Jose Aguilar Sandoval (“Plaintiff”), on behalf of himself and the Settlement Class
3 Members, on the one hand, and Defendant, Madland Toyota-Lift, Inc (“Defendant”), on the other
4 hand. The Parties agree that, subject to the approval of the Court, that the Action is hereby being
5 settled pursuant to the terms and conditions set forth in this Settlement Agreement and that the Court
6 shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below,
7 and subject to the definitions, recitals, and terms set forth herein which by this reference become an
8 integral part of this Agreement. Furthermore, the Parties stipulate to class certification for purposes
9 of settlement only.

10 **DEFINITIONS**

11 1. “Action” means *Jose Aguilar Sandoval v. Madland Toyota-Lift, Inc., et al.*, Superior
12 Court of the State of California for the County of Kern, Case No. BCV-20-100810-TSC.

13 2. “Class” means: all non-exempt employees of Madland Toyota-Lift, Inc. who worked
14 for Madland Toyota-Lift, Inc. during the relevant and applicable Class Period.

15 3. “Class Counsel” means the Wilshire Law Firm including, but not limited to, Justin
16 F. Marquez, Nicol E. Hajjar, and Rachel J. Vinson.

17 4. “Class Counsel Award” means attorneys’ fees to Class Counsel for Class Counsel’s
18 litigation and resolution of this Action, as well as Class Counsel’s expenses and costs incurred in
19 connection with this Action as supported by declaration, to be approved by the Court.

20 5. “Class Information” means information regarding Class Members that Defendant
21 will in good faith compile from its records and provide to the Settlement Administrator. It shall be
22 formatted as a Microsoft Excel spreadsheet or Microsoft Word Document and shall include: each
23 Class Member’s full name; social security number; last known address; last known telephone
24 number; and number of Compensable Work Weeks. Defendant will diligently and in good faith
25 compile the Class Information list from its records and provide it to the Settlement Administrator
26 within ten (10) calendar days of the Preliminary Approval Date.

27 6. “Class Member” means all persons who worked for Defendant in California as an
28 hourly paid or non-exempt employee during the Class Period defined below.

1 7. “Class Period” means the time period from March 20, 2016 up to and including the
2 Preliminary Approval Date.

3 8. “Class Representative Service Award” means the amount that the Court authorizes
4 to be paid to Plaintiff Jose Aguilar Sandoval in recognition of his efforts and risks in assisting with
5 the prosecution of the Action, and in return for executing a full and complete release of any claims
6 that he may have arising out of his employment with Defendant, including a Civil Code Section
7 1542 release.

8 9. “Compensable Work Weeks” means a reasonable estimate of weeks worked by each
9 Class Member during the Class Period based on Defendant’s records and used as a value to calculate
10 Individual Settlement Payments.

11 10. “Court” means the Superior Court for the County of Kern, State of California.

12 11. “Defendant” means Madland Toyota-Lift, Inc.

13 12. “Effective Date” means the date by which the Settlement is finally approved, and the
14 Superior Court’s Final Judgment (“Final Judgment” or “Judgment”) becomes final. For purposes
15 of this paragraph, the Superior Court’s Final Judgment “becomes final” upon the latter of: (i) if no
16 appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the
17 Superior Court’s Judgment (i.e., 65 days from service of the Notice of Entry of Judgment); (ii) the
18 date affirmance of an appeal of the Judgment becomes final under the California Rules of Court; or
19 (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any
20 proceeding on review of any court of appeal decision relating to the Judgment.

21 13. “Final Judgment” means the Court’s Final Judgment.

22 14. “Gross Settlement Amount” means \$325,000, the total settlement value for all
23 claims, including wages, interest, the Class Counsel Award, Settlement Administration Costs,
24 payment to the Labor and Workforce Development Agency (“LWDA”) for the alleged PAGA
25 penalties, all other penalties, and the Class Representative Service Awards.

26 15. “Individual Settlement Payment” means the amount payable from the Net Settlement
27 Amount to each Settlement Class Member.

28 16. “LWDA” means the California Labor and Workforce Development Agency.

1 17. “Net Settlement Amount” means the Gross Settlement Amount, less Class Counsel
2 Award, Class Representative Service Awards, payment to the LWDA, and Settlement
3 Administration Costs.

4 18. “Notice of Class Settlement” means the notice, substantially in the form attached
5 hereto as **Exhibit 1**, approved by the Parties and subject to Court approval that the Settlement
6 Administrator will mail to each Class Member explaining the terms of this Settlement Agreement,
7 the settlement process, and an estimated Individual Settlement Payment and dates of employment.

8 19. “Notice Packet” means the Notice of Class Settlement and Summary Sheet.

9 20. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
10 Plaintiff or Defendant, individually.

11 21. “Payment Ratio” means the respective Compensable Work Weeks for each
12 Settlement Class Member divided by the total Compensable Work Weeks for all Settlement Class
13 Members.

14 22. “Plaintiff” means Jose Aguilar Sandoval.

15 23. “Preliminary Approval Date” means the date, if any, upon which the Court issues an
16 Order granting preliminary approval of the Settlement set forth in this Settlement Agreement.

17 24. “Request for Exclusion” or “Opt-Out” refers to a timely letter submitted by a Class
18 Member setting forth the individual’s name, present address, telephone number, and a clear
19 statement by the Class Member electing to be excluded from or opting out of the Settlement. The
20 letter must be signed and submitted by the Class Member to the Settlement Administrator at the
21 specified address indicated in the Notice Packet. A Request for Exclusion or Opt-Out must be
22 postmarked on or before the exclusion deadline. The date of the postmark shall be the exclusive
23 means to determine whether a Request for Exclusion or Opt-Out has been timely submitted. Class
24 Members shall have forty-five (45) days from the date of mailing of the Notice of Class Settlement
25 by the Settlement Administrator to request to be excluded from, opt-out from, or not participate in
26 the Settlement Agreement, and, if timely submitted, will not be bound by the terms of the proposed
27 settlement or the final judgment. A Class Member who does not request exclusion or opt-out from
28

1 the Settlement shall be deemed a Settlement Class Member and will be bound by all terms of the
2 Settlement.

3 25. “Released Claims by Plaintiff” means: Plaintiff shall fully and finally release and
4 discharge Released Parties, from March 20, 2016 through the date of Preliminary Approval, from
5 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’
6 fees, damages, action or causes of action, contingent or accrued, arising out of the allegations and
7 claims asserted in the operative Complaint, including without limitation to, any and all claims for
8 alleged unpaid wages (including, but not limited to, overtime, final pay upon termination, and
9 minimum wage), alleged failure to pay for all hours worked (including, but not limited to, minimum
10 wages, straight time wages, and overtime wages), alleged failure to provide and/or authorize meal
11 and rest periods, alleged unpaid meal, rest and recovery period premiums, alleged failure to provide
12 itemized wage statements and penalties, alleged waiting time penalties, alleged civil penalties, other
13 claims and penalties under the California Labor Code or Business & Professions Code (including
14 Section 17200 *et seq.*), claims and penalties under the California Labor Code Private Attorneys
15 General Act, and all claims for damages, restitution and other equitable relief, liquidated damages,
16 punitive damages, penalties, interest, penalties, attorneys’ fees, costs, expenses, and any other
17 amounts and/or benefit claimed on account of the allegations asserted in the operative Complaint,
18 as well as under the California Labor Code and applicable Wage Orders.

19 The General Release by Plaintiff includes any unknown Claims that they did not know or
20 suspect to exist in their favor at the time of the General Release, which, if known, might have
21 affected his or her Settlement with, and release of, the Released Parties or might have affected his
22 or her decision not to object to this Settlement or the General Release.

23 With respect to the General Release, Plaintiff stipulates and agrees that, upon the execution
24 of this Agreement, Plaintiff shall be deemed to have, and by operation of the Final Judgment shall
25 have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights
26 and benefits of Section 1542 of the California Civil Code, or any other similar provision under
27 federal or state law as to the generally released claims, which provides:
28

1 “A general release does not extend to claims which the creditor or releasing party
2 does not know or suspect to exist in his or her favor at the time of executing the
3 release, and that if known by him or her would have materially affected his or her
4 settlement with the debtor or released party.”

5 Plaintiff may hereafter discover facts in addition to or different from those now known or
6 believed to be true with respect to the subject matter of the General Release, but upon the Effective
7 Date, they shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally,
8 and forever settled and released any and all of the claims released pursuant to the General Release
9 whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now
10 exist, or heretofore have existed upon any theory of law or equity.

11 26. “Released Claims by Settlement Class Members” means: Settlement Class Members
12 shall fully and finally release and discharge Released Parties, from March 20, 2016 through the date
13 of Preliminary Approval, from any and all claims, debts, liabilities, demands, obligations,
14 guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action contingent or
15 accrued for, arising out of the allegations and claims asserted in the operative Complaint, including
16 without limitation to, any and all claims for alleged unpaid wages (including but not limited to
17 overtime, final pay upon termination, and minimum wage), alleged unpaid meal, rest and recovery
18 period premiums, itemized wage statement penalties, waiting time penalties, and other claims and
19 penalties under the California Labor Code or Business & Professions Code (including Section 17200
20 *et seq.*), claims and penalties under the California Labor Code Private Attorneys General Act and
21 claims for restitution, disgorgement of profits, injunctive relief, and other equitable relief, liquidated
22 damages, punitive damages, or statutory and civil penalties, and any other benefit claimed on
23 account of the allegations asserted in the operative Complaint. All Class Members who do not
24 submit a valid Request for Exclusion or Opt-out by the time period set forth under this Agreement
25 shall be subject to the Release and all other terms of this Settlement.

26 27. “Released Parties” collectively mean: (i) Defendant; (ii) Defendant’s respective past,
27 present and future parents, subsidiaries and affiliates, successors and assigns; (iii) the past, present
28 and future shareholders, managers, officers, partners, members, agents, employees, attorneys,

1 insurers, predecessors, successors and assigns of any of the following: and (iv) any individual or
2 entity which could be jointly liable with any of the foregoing.

3 28. "Response Deadline" means the date forty-five (45) days after the Settlement
4 Administrator mails the Notice Packet to Class Members and the last date on which Class Members
5 may: (a) submit a Request for Exclusion or Opt-Out; (b) submit an objection to the Settlement; or
6 (c) dispute the information contained in the Summary Sheet.

7 29. "Settlement" means the disposition of the Action pursuant to this Agreement.

8 30. "Settlement Administration Costs" means the amount to be paid to the Settlement
9 Administrator from the Gross Settlement Amount for administration of this Settlement.

10 31. "Settlement Administrator" means the agreed upon Settlement Administrator to be
11 appointed for purposes of administering the Settlement. Should a conflict of interest or other issue
12 lead to the disqualification of the selected Settlement Administrator, the Parties will meet and confer
13 as to a suitable replacement. Settlement Administrator shall be bound by the terms and conditions
14 of this agreement, where applicable, and shall be responsible for payment of all payments to the
15 settlement Class and for all appropriate withholding disbursement of taxes and compliance with all
16 reporting obligations.

17 32. "Settlement Class" or "Settlement Class Members" means all Class Members who
18 have not requested to be excluded or have not opted out of the Class by submitting a valid and timely
19 Request for Exclusion.

20 33. "Summary Sheet" is the form that will be prepared by the Settlement Administrator
21 and sent to each Class Member that sets forth the number of Compensable Work Weeks each Class
22 Member worked, substantially in the form attached hereto as **Exhibit 2**.

23 **RECITALS**

24 34. Procedural History. On or about March 20, 2020, Plaintiff filed a Class Action
25 Complaint against Defendant in Kern County Superior Court (Kern County Superior Court Case
26 No. BCV-20-100810).

27 35. On or about May 22, 2020, Defendant filed its Answer to Plaintiff's Class Action
28 Complaint.

1 36. On or about September 28, 2020, pursuant to Joint Stipulation for Leave to Amend
2 entered into by and between the Parties, Plaintiff filed a First Amended Complaint to include a
3 claim and cause of action for alleged penalties under the Private Attorneys General Act of 2004
4 against Defendant.

5 37. Plaintiff's First Amended Complaint became and continues as Plaintiff's operative
6 complaint in this action. Plaintiff's First Amended Complaint sets forth and asserts the following
7 Class and PAGA claims and causes of action against Defendant, of which, but not limited to, are to
8 be resolved by way of this Settlement: failure to pay minimum and straight time wages; failure to
9 pay overtime wages; failure to provide meal periods; failure to authorize and permit rest periods;
10 failure to timely pay final wages at termination; failure to provide accurate itemized wage
11 statements; unfair business practices pursuant to Business and Professions Code Section 17200 et
12 seq.; and civil penalties under PAGA – Labor Code Section 2699 et seq.

13 38. On or about October 28, 2020, Defendant filed its Answer to Plaintiff's First
14 Amended Complaint.

15 39. Trial was initially set for August 23, 2021. On or about February 11, 2021, the
16 Parties filed a Joint Stipulation to Continue Trial for one-year in order to facilitate mediation of
17 this action. Mediation was set, and carried out, with Mediator Kelly A. Knight on July 16, 2021.

18 40. The Parties have conducted significant investigation of the facts and law during the
19 prosecution of this Action. Such discovery and investigation include the following: individual
20 investigation of respective claims and defenses; the exchange of numerous sets of written discovery,
21 production of documents, records, and information (both formally and informally), and the
22 production and analysis of detailed time and payroll records relevant to Plaintiff and potential Class
23 Members. Furthermore, counsel for the Parties have investigated the law as applied to the facts
24 discovered regarding the claims of Plaintiff and the potential defenses thereto.

25 41. As set forth above Parties participated in a private mediation session with Mediator
26 Kelly A Knight on July 16, 2021. On July 26, 2021, the Parties exchanged and agreed, through
27 assistance of the mediator, to a Memorandum of Understanding the terms for proposed class action
28 settlement that would fully resolve this matter.

1 42. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
2 expense and length of continued proceedings necessary to litigate their disputes through trial and
3 through any possible appeals. Plaintiff has also considered the uncertainty and risk of the outcome
4 of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class
5 Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted
6 in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in
7 establishing damages for the Settlement Class Members. Plaintiff and Class Counsel have also
8 considered Defendant's agreement to enter into a settlement that confers substantial relief upon the
9 members of the Settlement Class. Based on the foregoing, Plaintiff and Class Counsel have
10 determined that the Settlement set forth in this Settlement Agreement is a fair, adequate, and a
11 reasonable settlement, and is in the best interests of the Settlement Class Members.

12 43. Defendant's Reasons for Settlement. Defendant has concluded that any further
13 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
14 Defendant's time, energy, and resources have been and, unless this Settlement is completed, will
15 continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant has also
16 considered the risks of further litigation in reaching its decision to enter into this Settlement. Even
17 though Defendant continues to contend that they are not liable for any of the claims alleged by
18 Plaintiff in this Action, Defendant has agreed, nonetheless, to settle in the manner and upon the
19 terms set forth in this Agreement to put to rest the claims in this Action. As to the Released Claims,
20 Defendant denies and continues to deny each of those claims.

21 **STIPULATION AND AGREEMENT**

22 44. **NOW THEREFORE**, in consideration of the mutual covenants, promises, and
23 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

24 45. It is agreed by and between the Parties that this Settlement shall bind the
25 Plaintiff/Class Representative, Settlement Class Members, and Defendant, subject to the terms and
26 conditions hereof.

27 46. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
28 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,

1 an “other party”) acknowledges and agrees that (1) no provision of this Agreement, and no written
2 communication or disclosure between or among the Parties or their attorneys and other advisers, is
3 or was intended to be, nor shall any such communication or disclosure constitute or be construed or
4 be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230
5 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her,
6 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
7 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any
8 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
9 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty
10 that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party
11 has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
12 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
13 acknowledging party of the tax treatment or tax structure of any transaction, including any
14 transaction contemplated by this Agreement.

15 47. Class Certification. The Parties stipulate to class certification for purposes of
16 settlement only. If the Court does not grant either preliminary or final approval of this Settlement,
17 the Parties stipulate that this stipulation regarding class certification will be revoked, but without
18 prejudice to other class certification proceedings, and the Parties will return to a point in litigation
19 prior to the execution of this Agreement.

20 48. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
21 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
22 have this matter presented to the Court for approval.

23 49. Release of Claims by Plaintiff. Pursuant to this Agreement, Plaintiff releases the
24 “Released Claims by Plaintiff” as of the Effective Date.

25 50. Release of Claims by Settlement Class Members. Pursuant to this Agreement,
26 Settlement Class Members release the “Released Claims by Settlement Class Members” as of the
27 Effective Date.

28

1 51. Settlement Administration. Within twenty (20) calendar days after the Preliminary
2 Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.

3 52. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the
4 Settlement Administrator will perform a search based on the National Change of Address Database
5 to update and correct any known or identifiable address changes. Within twenty (20) calendar days
6 after receiving the Class Information from Defendant, the Settlement Administrator shall mail
7 copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement
8 Administrator shall exercise its best judgment to determine the current mailing address for each
9 Class Member. The address identified by the Settlement Administrator as the current mailing
10 address shall be presumed to be the best mailing address for each Class Member.

11 a. Undeliverable Notices. Any Notice Packet returned to the Settlement
12 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
13 forwarding address affixed thereto within five (5) calendar days. If no forwarding address is
14 provided, the Settlement Administrator shall promptly attempt to determine a correct address by use
15 of skip-tracing, or other search using the name, address and/or Social Security number of the Class
16 Member involved, and shall then perform a re-mailing, if another mailing address is identified by
17 the Settlement Administrator. Class Members who receive a re-mailed Notice of Class Settlement
18 and Summary Sheet shall have their Response Deadline extended ten (10) calendar days from the
19 original Response Deadline.

20 b. Disputes Regarding Individual Settlement Payments. Class Members will
21 have the opportunity, should they disagree with Defendant's records regarding the dates of
22 employment stated on their Summary Sheet, to provide documentation and/or an explanation to
23 show contrary information by the Response Deadline. If there is a dispute, the Settlement
24 Administrator will consult with the Parties to determine whether an adjustment is warranted. The
25 Settlement Administrator shall then determine the eligibility for, and the amounts of, any Individual
26 Settlement Payments under the terms of this Agreement. The Settlement Administrator's
27 determination of the eligibility for and amount of any Individual Settlement Payment shall be
28 binding upon the Class Member and the Parties. In the absence of circumstances indicating fraud,

1 manipulation or destruction, Defendant's records will be given a rebuttable presumption of
2 accuracy.

3 c. Disputes Regarding Administration of Settlement. Any disputes not resolved
4 by the Settlement Administrator concerning the administration of the Settlement will be resolved by
5 the Court, under the laws of the State of California. Prior to any such involvement of the Court,
6 counsel for the Parties will confer in good faith to resolve the disputes without the necessity of
7 involving the Court.

8 d. Exclusions. The Notice of Class Settlement shall state that Class Members
9 who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a
10 Request for Exclusion or Opt-Out by the Response Deadline. The Request for Exclusion or Opt-
11 Out: (1) must contain the name, address, and telephone number of the person requesting exclusion,
12 as well as a clear statement by the Class Member electing to be excluded; (2) must be signed by the
13 Class Member; and (3) must be postmarked by the Response Deadline. The date of the postmark
14 on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to
15 determine whether it has been timely submitted. The Request for Exclusion will be deemed invalid
16 if it does not contain the Class Member's name, address and telephone number, as well as a clear
17 statement by the Class Member electing to be excluded, and the Class Member's signature. Any
18 Class Member who requests to be excluded from the Settlement Class will not be entitled to any
19 recovery under the Settlement and will not be bound by the terms of the Settlement or have any right
20 to object, appeal or comment thereon. Class Members who receive a Notice of Class Settlement but
21 fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be
22 bound by all terms of the Settlement and any Final Judgment entered in this Action. The Settlement
23 Administrator shall provide the Parties with regular updates regarding the status of any requests for
24 exclusion.

25 e. Objections. The Notice of Class Settlement shall state that Class Members
26 who wish to object to the Settlement must mail to the Settlement Administrator a written statement
27 of objection ("Notice of Objection") by the Response Deadline. The date of the postmark on the
28 return mailing envelope on the Notice of Objection shall be the exclusive means used to determine

1 whether the Objection has been timely submitted. The Settlement Administrator will notify all
2 Parties of any objection within five (5) business days of receipt of the objection. Plaintiff will file
3 any such objection(s) with the Court in advance of the Final Approval Hearing. The Notice of
4 Objection must be signed by the Class Member and state: (1) the full name of the Class Member;
5 (2) the dates of employment of the Class Member; (3) the basis for the objection; (4) if the Class
6 Member intends to appear at the final approval hearing; and (5) any legal briefs, papers or
7 memoranda the objecting Class Member proposes to submit to the Court. Class Members who fail
8 to make objections in the manner specified above shall be deemed to have waived any objections
9 and shall be foreclosed from making any objections (whether by appeal or otherwise) to the
10 Settlement. Class Members who submit a timely Notice of Objection will have a right to appear at
11 the final approval hearing in order to have their objections heard by the Court. At no time shall any
12 of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve
13 written objections to the Settlement or appeal from the Order granting final approval and/or Final
14 Judgment. Class Counsel shall not represent any Class Members with respect to any such
15 objections.

16 f. The Parties have the right to monitor and review administration of the
17 Settlement to verify that the monies allocated to the Settlement Class are distributed in a correct
18 amount.

19 g. The Parties agree to use their best efforts to carry out the terms of this
20 Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
21 Class Members to submit either written objections to the Settlement or requests for exclusion from
22 the Settlement, or to appeal from the Court's Final Judgment.

23 53. Funding Gross Settlement Amount. This is a non-reversionary Settlement in which
24 Defendant is required to pay the entire Gross Settlement Amount. No portion of the Gross
25 Settlement Amount will revert to Defendant. Defendant is separately and solely responsible for any
26 employer payroll taxes owed as a result of this Settlement Agreement. By no later than fifteen (15)
27 business days after the Effective Date, Defendant shall provide to the Settlement Administrator the
28 full Gross Settlement Amount.

1 54. Allocation of Settlement. Individual Settlement Payments will be paid from the Net
2 Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual
3 Settlement Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members’
4 last known mailing address within fourteen (14) calendar days after Defendant provides the
5 Settlement Administrator with the full Gross Settlement Amount.

6 a. Defendant and the Settlement Administrator will calculate the total
7 Compensable Work Weeks for all Settlement Class Members. The respective Compensable Work
8 Weeks for each Settlement Class Member will be divided by the total Compensable Work Weeks
9 for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.
10 Each Settlement Class Member’s Payment Ratio is then multiplied by the Net Settlement Amount
11 to determine his or her Individual Settlement Payment.

12 b. Individual Settlement Payments due to each Settlement Class Member shall
13 be paid designated as follows:

14 1. Two-Third (66.66%) of the Individual Settlement Payment shall
15 represent payment of all penalties and interest. This payment will not be subject to withholding of
16 local, state, and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each
17 Settlement Class Member in relation to this payment.

18 2. One-Third (33.33%) of the Individual Settlement Payment shall
19 represent payment for alleged unpaid wages. This payment shall be subject to the withholding of
20 all applicable local, state, and federal taxes. Applicable payroll taxes and/or contributions will be
21 deducted from the amount paid to Settlement Class Members. The Settlement Administrator will
22 issue a W-2 Form to each Settlement Class Member in relation to this payment.

23 c. Uncashed Settlement Checks. Individual Settlement Payment checks shall
24 remain negotiable for One-Hundred Eighty (180) days from the date of issuance. The sum of any
25 and all unclaimed Individual Settlement Payment checks after One-Hundred Eighty (180) days from
26 issuance shall be paid to Settlement Class Members who negotiated their checks within One-
27 Hundred Eighty (180) days from issuance, on a pro rata basis according to the formula set forth
28

1 herein. The payment of reapportioned amounts is referred to as the “Reapportioned Settlement
2 Payments.”

3 1. The Reapportioned Settlement Payments shall be mailed to
4 Settlement Class Members within Two-Hundred and Ten (210) days of issuance of the initial
5 Individual Settlement Payment checks (i.e., 30 days after the negotiable check time period expires).

6 2. Any portion of the Reapportioned Settlement Payments that is not
7 negotiated by Settlement Class Members will be paid to Los Angeles Trial Lawyers Charity as the
8 cy pres recipient. If the Court does not approve the cy pres designee, the Parties shall select a new
9 cy pres designee, with approval by the Court. Any Class Member who does not request to be
10 excluded or opt-out will be nevertheless bound by the terms of the agreement regardless of whether
11 he or she cashes the check.

12 3. With respect to distribution of Uncashed Settlement Checks, the
13 Parties intend to fully comply with California Code of Civil Procedure § 384. To the extent the
14 Court does not agree that the plan for distribution of Uncashed Settlement Checks set forth in
15 Paragraph 54.C.1-2 above complies with California Code of Civil Procedure § 384, the Parties agree
16 that any checks that are not negotiated by Class Members within One-Hundred Eighty (180) days
17 will be paid to Los Angeles Trial Lawyers Charity. To the extent that the Court does not agree that
18 the alternative plan set forth in this paragraph complies with California Code of Civil Procedure §
19 384, the Parties agree to meet and confer to agree to another plan that complies with California Code
20 of Civil Procedure § 384.

21 d. Certification By Settlement Administrator. Upon completion of
22 administration of the distributions, the Settlement Administrator shall provide written certification
23 of such completion to the Court and counsel for all Parties.

24 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
25 by Settlement Class Members shall be deemed to be income to such Settlement Class Members
26 solely in the year in which such awards actually are received by the Settlement Class Members. It
27 is expressly understood and agreed that the receipt of such Settlement Awards will not entitle any
28 Settlement Class Member to additional compensation or benefits under any company compensation

1 or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
2 any Settlement Class Member to any increased pension and/or retirement, or other deferred
3 compensation benefits. It is the intent of this Settlement that any Settlement Awards provided for
4 in this Agreement are the sole payments to be made by Defendant to the Settlement Class Members
5 in connection with this Settlement, and that the Settlement Class Members are not entitled to any
6 new or additional compensation or benefits as a result of having received the Settlement Awards
7 (notwithstanding any contrary language or agreement in any benefit or compensation plan document
8 that might have been in effect during the period covered by this Settlement).

9 f. Class Representative Service Award. Defendant agrees not to oppose or
10 object to a Class Representative Service Award of up to Ten Thousand Dollars and Zero Cents
11 (\$10,000.00) for Plaintiff Jose Aguilar Sandoval, subject to Court approval, and shall be paid from
12 the Maximum Settlement Amount. The Class Representative Service Award shall be paid to
13 Plaintiff no later than fourteen (14) calendar days after Defendant provides the Settlement
14 Administrator with the Gross Settlement Amount. The Settlement Administrator shall issue an IRS
15 Form 1099 – MISC to Plaintiff connection with the Class Representative Service Award. Plaintiff
16 shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative
17 Service Award and shall hold harmless Defendant and Class Counsel from any claim or liability for
18 taxes, penalties, or interest arising as a result of the Class Representative Service Award. The Class
19 Representative Service Award shall be in addition to Plaintiff's Individual Settlement Payment.
20 Any amount requested by Plaintiff for the Class Representative Service Award not granted by the
21 Court shall return to the Net Settlement Amount and be distributed to Settlement Class Members as
22 provided in this Agreement. Even in the event that the Court reduces or does not approve the Class
23 Representative Award, Plaintiff shall not have the right to revoke this Agreement and it will remain
24 binding. Furthermore, as set forth under this Agreement, Plaintiff agrees to fully and completely
25 release any claims that he may have arising out of his employment with Defendant, including a Civil
26 Code Section 1542 release.

27 g. Class Counsel Award. Defendant agrees not to oppose or object to any
28 application or motion by Class Counsel for attorneys' fees not to exceed One-Third (33.33%) of the

1 Gross Settlement Amount, or One Hundred Eight Thousand Three Hundred Thirty-Three Dollars
2 and Thirty-Three Cents (\$108,333.33). Defendant further agrees not to oppose any application or
3 motion by Class Counsel for the reimbursement of any costs or expenses associated with Class
4 Counsel's prosecution of this matter from the Gross Settlement Amount not to exceed Twenty
5 Thousand Dollars and Zero Cents (\$20,000). Even in the event that the Court reduces or does not
6 approve the requested award to the Class Counsel Award for attorneys' fees and costs, Class
7 Counsel shall not have the right to revoke this Agreement and it will remain binding. So long as
8 there are no objections, Class Counsel shall be paid any Court-approved fees and costs no later than
9 fourteen (14) calendar days after Defendant provides the Settlement Administrator with the Gross
10 Settlement Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes
11 on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS
12 Form 1099 – MISC to Class Counsel for the payments made pursuant to this paragraph. This
13 Settlement is not contingent upon the Court awarding Class Counsel any particular amount in
14 attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel Award
15 and costs that is not granted by the Court shall return to the Net Settlement Amount and be
16 distributed to Settlement Class Members as provided in this Agreement.

17 h. Settlement Administration Costs. The Settlement Administrator shall be paid
18 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
19 notice and administration for the disbursement of the Gross Settlement Amount, as set forth above,
20 shall not exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). The Settlement Administrator
21 shall be responsible for payment of all payments to the Settlement Class and shall be responsible
22 for all appropriate withholding disbursement of taxes and compliance with all reporting obligations.
23 Prior to the filing of a motion for final approval of this Settlement, the Settlement Administrator
24 shall provide the Parties with a statement detailing the costs of administration of the Final Settlement
25 Payment. The Settlement Administrator, on Defendant's behalf, shall have the authority and
26 obligation to make payments, credits and disbursements, including payments and credits in the
27 manner set forth herein, to Settlement Class Members calculated in accordance with the
28 methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in

1 the Settlement Administration process and to make all reasonable efforts to control and minimize
2 the cost and expenses incurred in administration of the Settlement.

3 1. The Parties each represent they do not have any financial interest in
4 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
5 that could create a conflict of interest.

6 2. The Settlement Administrator shall be responsible for: processing and
7 mailing payments to Plaintiff, Class Counsel, the LWDA, and Settlement Class Members;
8 performing Spanish translations of the Notice Packet, printing, and mailing the Notice Packet and
9 tax forms to Class Members as directed by the Court; receiving and reporting the requests for
10 exclusion and objections submitted by Class Members; providing declaration(s) as necessary in
11 support of preliminary and/or final approval of this Settlement; and other tasks as the Parties
12 mutually agree or the Court orders the Settlement Administrator to perform. The Settlement
13 Administrator shall keep the Parties timely apprised of the performance of all Settlement
14 Administrator responsibilities.

15 3. The Settlement Administrator shall be paid the Settlement
16 Administration Costs no later than fourteen (14) calendar days after Defendant provides the
17 Settlement Administrator with the Gross Settlement Amount.

18 i. Payment to the LWDA. Ten Thousand Dollars and Zero Cents (\$10,000.00)
19 from the Gross Settlement Amount will be allocated to penalties under the Labor Code Private
20 Attorneys General Act of 2004. Seventy-five percent (75%) of that amount, or Seven Thousand
21 Five Hundred Dollars and Zero Cents (\$7,500.00) will be paid to the LWDA and twenty-five (25%)
22 of that amount, or Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), will be paid to
23 the Settlement Class. This PAGA Payment is made pursuant to Labor Code Section 2699(i).

24 j. Defendant's best estimate of the Settlement Class size is 110 non-exempt or
25 hourly persons during the applicable and relevant time period to this action. If, as of the end of the
26 Class Period, the actual Class size is more than 10% of this estimate (i., 121 or more Class
27 Members), the Gross Settlement Amount shall be increased by the average gross payout to
28

1 individual Class Members based on 110 Class members. The Gross Settlement Amount will not be
2 reduced due to Defendant's estimate.

3 k. No person shall have any claim against Defendant, Defendant's Counsel,
4 Plaintiff, Settlement Class Members, Class Counsel, or the Settlement Administrator based on
5 distributions and payments made in accordance with this Agreement.

6 55. Plaintiff and all Settlement Class Members shall be enjoined from filing or
7 prosecuting any other cases, claims, suits or administrative proceedings regarding claims released
8 by the Settlement unless and until such Class Members have served valid and timely Requests for
9 Exclusion with the Settlement Administrator.

10 56. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration
11 of the Response Deadline, with the Court's permission, a final approval hearing shall be conducted
12 to determine final approval of the Settlement along with the amount properly payable for: (i) the
13 Class Counsel Award; (ii) the Class Representative Service Awards; (iii) Individual Settlement
14 Payments; (iv) payment to the LWDA; and (v) the Settlement Administration Costs.

15 57. Nullification of Settlement Agreement. In the event: (i) the Court does not enter the
16 Order for preliminary approval of the Settlement; (ii) the Court does not finally approve the
17 Settlement; (iii) the Court does not enter a Final Judgment as provided herein; or (iv) the Settlement
18 does not become final for any other reason; this Settlement Agreement shall be null and void and
19 any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void
20 from the beginning. Defendant shall also maintain the right, in its sole discretion, to revoke the
21 settlement and its stipulation to class certification fourteen (14) days prior to the final fairness
22 hearing in the event that ten percent (10%) or more of Settlement Class Members request to be
23 excluded or opt-out from the Settlement. In such cases, the Parties and any funds to be awarded
24 under this Settlement shall be returned to their respective statuses as of the date and time
25 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects
26 as if this Agreement had not been executed, except that any fees already incurred by the Settlement
27 Administrator shall be paid by the equally by the Parties. In the event an appeal is filed from the
28 Court's Final Judgment, or any other appellate review is sought, administration of the Settlement

1 shall be stayed pending final resolution of the appeal or other appellate review, and any fees incurred
2 by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's
3 Final Judgment, or any other appellate review, shall be paid to the Settlement Administrator by the
4 party or person that filed the appeal, within thirty (30) days of said notification.

5 58. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class
6 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not
7 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
8 holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

9 59. No Admission by Defendant. Defendant denies any and all claims alleged in this
10 Action and denies all wrongdoing whatsoever. This Agreement is not a concession or admission of
11 or to liability, and shall not be used against Defendant as an admission or indication with respect to
12 any claim of any fault, concession, or omission by any Defendant.

13 60. Exhibits and Headings. The terms of this Agreement include the terms set forth in
14 any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any
15 Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any
16 paragraphs or sections of this Agreement are inserted for convenience of reference only and do not
17 constitute a part of this Agreement.

18 61. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
19 except such proceedings necessary to implement and complete the Settlement, holding the Action
20 in abeyance pending the Final Approval Hearing to be conducted by the Court.

21 62. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
22 interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance
23 with this Agreement shall be resolved as follows:

24 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
25 Member, or Defendant's Counsel, on behalf of Defendant, at any time believe that the other Party
26 has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of
27 the alleged violation.

1 b. Upon receiving notice of the alleged violation or dispute, the Responding
2 Party shall have ten (10) calendar days to correct or cure the alleged violation and/or respond to the
3 initiating Party with the reasons why the Party disputes all or part of the allegation.

4 c. If the response does not address the alleged violation to the Initiating Party's
5 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
6 differences.

7 d. If Class Counsel and Defendant's Counsel are unable to resolve their
8 differences after twenty (20) calendar days, either Party shall first contact the mediator to try to
9 resolve the dispute. If that proves unsuccessful, the Party may file an appropriate motion for
10 enforcement with the Court. The briefing of such motion should be in letter brief form and shall not
11 exceed five (5) single-spaced pages (excluding exhibits).

12 e. Reasonable attorneys' fees and costs for work done in resolving a dispute
13 under this Section may be recovered by any Party that prevails under the standards set forth within
14 the meaning of applicable law.

15 63. Amendment or Modification. This Agreement may be amended or modified only by
16 a written instrument signed by counsel for all Parties or their successors-in-interest.

17 64. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
18 Agreement among these Parties, and no oral or written representations, warranties, or inducements
19 have been made to any Party concerning this Agreement or its Exhibits other than the
20 representations, warranties, and covenants contained and memorialized in the Agreement and its
21 Exhibits.

22 65. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
23 and represent they are expressly authorized by the Parties whom they represent to negotiate this
24 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
25 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
26 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
27 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
28 unable to reach agreement on the form or content of any document needed to implement the

1 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
2 of this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such
3 disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant
4 that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
5 warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part
6 of a claim, covered by this Settlement to a third-party.

7 66. Binding on Successors and Assigns. This Agreement shall be binding upon, and
8 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

9 67. California Law Governs. All terms of this Agreement and the Exhibits hereto shall
10 be governed by and interpreted according to the laws of the State of California.

11 68. Counterparts. This Agreement may be executed in one or more counterparts. All
12 executed counterparts and each of them shall be deemed to be one and the same instrument.

13 69. This Settlement is Fair, Adequate and Reasonable. The Parties believe this
14 Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this
15 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
16 and potential.

17 70. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section
18 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and
19 enforcement of the terms of this Agreement and all orders and judgments entered in connection
20 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes
21 of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all
22 orders and judgments entered in connection therewith. All terms of this Agreement are subject to
23 approval by the Court.

24 71. Invalidity of Any Provision. Before declaring any provision of this Agreement
25 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
26 consistent with applicable precedents so as to define all provisions of this Agreement valid and
27 enforceable.

28

72. Confidentiality. Any settlement shall remain confidential until a motion for preliminary approval is filed with the Court.

WHEREFORE, the Parties execute this Agreement in order to be bound to the terms and conditions, as well as the promises and covenants, set forth hereunder.

Dated: August 19, 2021

DocuSigned by:
Jose Sandoval
D973CC1876314F4...
Jose Aguilar Sandoval

Dated: August 19, 2021

By: Justin F. Marquez
Justin F. Marquez
Nicol E. Hajjar
Rachel J. Vinson
Wilshire Law Firm
Counsel for Plaintiff Jose Aguilar Sandoval

Dated: _____, 2021

By: _____
Madland Toyota-Lift, Inc.
Title: _____

Dated: August 27, 2021

By: Daniel Root
David D. Blaine
Kaleb L. Judy
Daniel M. Root
Belden Blaine Raytis, LLP
Counsel for Defendant Madland-Toyota Lift, Inc.

1 72. Confidentiality. Any settlement shall remain confidential until a motion for
2 preliminary approval is filed with the Court.

3 **WHEREFORE**, the Parties execute this Agreement in order to be bound to the terms and
4 conditions, as well as the promises and covenants, set forth hereunder.

5
6 Dated: _____, 2021

By: _____
Jose Aguilar Sandoval

7
8
9 Dated: _____, 2021

By: _____
Justin F. Marquez
Nicol E. Hajjar
Rachel J. Vinson
Wilshire Law Firm
Counsel for Plaintiff Jose Aguilar Sandoval

10
11
12
13
14 Dated: August 23, 2021

By: May E. Madland
Madland Toyota-Lift, Inc.
Title: PRESIDENT

15
16
17 Dated: _____, 2021

By: _____
David D. Blaine
Kaleb L. Judy
Daniel M. Root
Belden Blaine Raytis, LLP
Counsel for Defendant Madland-Toyota Lift,
Inc.

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Jose Aguilar Sandoval, et al. v. Madland Toyota-Lift, Inc., et al.
California Superior Court, County of Kern, Case No. BCV-20-100810-TSC

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

If you are or were employed by Madland Toyota-Lift, Inc. to work as a non-exempt, hourly employee in California at any time between March 20, 2016 and _____, this class action settlement may affect your rights.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Sandoval, et al. v. Madland Toyota-Lift, Inc., et al.*, California Superior Court, County of Kern, Case No. BCV-20-100810-TSC (the “Action”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the case, and to inform you of your rights and options in connection with the Action and the proposed Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Madland Toyota-Lift, Inc. (“Defendant”), as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You may have the option to pursue separate legal action against Defendant about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the Settlement. However, you will not receive an individual settlement payment under the Settlement.
OBJECT	To object to the Settlement, you must write to the Settlement Administrator about why you do not like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All non-exempt, hourly employees of Madland Toyota-Lift, Inc. who worked in California from march 20, 2016 through _____ (“Class Period”).

According to Defendant’s records, you are a member of the Class (a “Class Member”).

What is this case about?

In the Action, Jose Aguilar Sandoval (“Plaintiff”) alleges on behalf of himself and the Class the following claims against Defendant: failure to pay wages (including, but not limited to, overtime, final pay upon termination, and minimum wage), failure to pay for all hours worked (including, but not limited to, minimum wages, straight time wages, and overtime wages), failure to provide and/or authorize meal and rest periods, failure to pay meal premiums, failure to pay rest and recovery period premiums, failure to provide itemized wage statements and penalties, waiting time penalties, civil and statutory penalties, and other claims and penalties under the California Labor Code or Business & Professions Code (including Section 17200 *et seq.*); as well as a representative action for civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”). In the Action, Plaintiff seeks unpaid wages, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys’ fees, and costs.

Defendant denies any and all wrongdoing, and maintains that it has paid all of their non-exempt, hourly employees in compliance with all applicable laws. Defendant notes that this Settlement was established

specifically to avoid the cost and expense of proceeding with litigation and does not constitute an admission or concession of liability, guilt, or wrongdoing by Defendant. The Court has not ruled on the merits of Plaintiff's claims or Defendants' defenses, however, the Court has granted preliminary approval of this Settlement based on Plaintiff's Motion for Preliminary Approval of the Proposed Settlement.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), by and through their attorneys, and is not an admission or concession of liability, guilt, or wrongdoing on the part of Defendant. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of all Class Members.

Who are the attorneys in this Lawsuit?

Class Counsel

WILSHIRE LAW FIRM
Justin F. Marquez, SBN 362417
Nicol E. Hajjar, SBN 303102
Rachel J. Vinson, SBN 331434
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Counsel for Madland Toyota-Lift, Inc.

BELDEN BLAINE RAYTIS, LLP
T. Scott Belden, SBN 184387
David D. Blaine, SBN 196124
Daniel M. Root, SBN 311840
5016 California Avenue, Suite 3
Bakersfield, California 93309
Telephone: (661) 864-7826
Facsimile: (661) 878-9797

What are the Settlement terms?

Subject to final Court approval, Defendants have agreed to pay \$325,000.00 (the "Gross Settlement Amount") in exchange for a release of all claims as asserted by Plaintiff and Class Members in the lawsuit.

It is estimated that, subject to Court approval, after deducting the attorneys' fees, litigation costs, service award to Plaintiff, payment to the California Labor and Workforce Development Agency ("LWDA") for PAGA penalties, and administrative expenses from the Gross Settlement Amount, at least \$166,666.67 ("Net Settlement Amount") will be available for distribution to Settlement Class Members. From this Net Settlement Amount, Defendants will make an Individual Settlement Payment to each Class Member who does not opt out of the Settlement Class ("Settlement Class Member").

The Net Settlement Amount shall be divided among all members of the Settlement Class based on the ratio of the number of Compensable Work Weeks worked by each member of the Settlement Class, to the total number of Work Weeks worked by all members of the Settlement Class. Your estimated Individual Settlement Payment is listed on the Summary Sheet enclosed in this Notice Packet.

Individual Settlement Payments will be issued to Settlement Class Members in the form of a check. Checks issued to Settlement Class Members pursuant to this Agreement shall remain negotiable for One-Hundred Eighty (180) days. Any Settlement Class Member who fails to timely negotiate (i.e., cash or deposit) an Individual Settlement Payment check will remain bound by the terms of the Settlement and all Court orders.

The amount of any settlement checks which remain un-negotiated after One Hundred-Eighty (180) days from the date of issuance of the check, will be paid by the Settlement Administrator to Settlement Class Members who negotiated their checks within One Hundred-Eighty (180) days from issuance, on a pro rata basis.

For tax reporting purposes, the payments to Settlement Class Members will be allocated as follows: 33.33% as wages and 66.66% as non-wages (penalties and interest). The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payments.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Settlement Class Member.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Awards, Settlement Administration Costs and Payment to the LWDA. Class Counsel will ask the Court to award attorneys' fees up to \$108,333.33 and reimbursement of reasonable costs incurred in the Action not to exceed \$20,000. In addition, Class Counsel will ask the Court to authorize a Service Award payments of up to \$10,000 to Plaintiff for his efforts in prosecuting the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$10,000.00. A payment in the amount of \$10,000 will also be made to the LWDA for PAGA penalties. All of these amounts will be deducted from the Gross Settlement Amount. Any amounts requested in this paragraph that are not awarded by the Court will be included in the Net Settlement Amount and will be distributed to the Settlement Class as set forth above.

What claims are being released by the proposed Settlement?

Upon the date the Settlement is finally approved by the Court, Plaintiff and each member of the Settlement Class shall be deemed to have fully, finally, and forever released Defendants, from March 20, 2016 through _____, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, arising out of the allegations and claims asserted in the operative Complaint, including without limitation to, any and all claims for alleged unpaid wages (including but not limited to overtime, final pay upon termination, and minimum wage), alleged unpaid meal, rest and recovery period premiums, itemized wage statement penalties, waiting time penalties, and other claims and penalties under the California Labor Code or Business & Professions Code (including Section 17200 *et seq.*), claims and penalties under the California Labor Code Private Attorneys General Act and claims for restitution, disgorgement of profits, injunctive relief, and other equitable relief, liquidated damages, punitive damages, or statutory and civil penalties, and any other benefit claimed on account of the allegations asserted in the operative Complaint.

What are my options?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an Individual Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an Individual Settlement Payment under the Settlement, you **do not** need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you must mail to the Settlement Administrator at _____, a written brief or statement of objection ("Notice of Objection"). In order to be valid, your Objection must be postmarked on or before _____, **forty-five (45) days from the date that Notice regarding Settlement was sent to you.** The Notice of Objection shall: (1) state your full name; (2) state the dates you were employed by Defendant; (3) state the grounds for the objection; (4) indicate whether you intend to appear at the Final Approval Hearing; and (5) include any legal briefs, papers, or memoranda you propose submitting to the Court. Class Counsel will provide the Court with your objection prior to the final approval hearing. You can also hire an attorney at your own expense to represent you in your objection. **You cannot object to the Settlement if you exclude yourself from the Settlement.**

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must mail a request for exclusion letter to the Settlement Administrator at _____ . In order to be valid, your request for exclusion letter must be postmarked on or before _____, **forty-five (45) days from the date that Notice regarding Settlement was sent to you.** The Request for Exclusion letter must contain your name, present address, telephone number, and a clear statement electing to be excluded from the Settlement. You must also sign the request for exclusion. If you do not timely mail a signed request for exclusion (as evidenced by the postmark), it will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above and all other Settlement terms. If you timely submit a signed request for exclusion, you will have no further role in the Action, and you will not be entitled to any benefit as a result of the Action and Settlement and will not be permitted to assert an objection to the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Service Awards to the Plaintiffs, the settlement administration costs, and the payment to the LWDA for PAGA penalties on _____ in Department 17 of the Kern County Courthouse, Kern County Superior Court, located at 1415 Truxtun Ave., Bakersfield, CA 93301. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement. For more complete information, the pleadings and other records in this litigation, including complete copies of the Settlement, may be examined during regular court hours at the Kern County Superior Court.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT 2

Sandoval, et al. v. Madland Toyota-Lift, Inc., et al.
Kern County Superior Court Case No. BCV-20-100810-TSC

SUMMARY SHEET

Name & Address

The records of Madland Toyota-Lift, Inc. ("Defendant") reflect the following:

You worked an estimated ____ number of workweeks as a non-exempt employee for Defendant at Defendant's facility located at _____ March 20, 2016 through _____.

Although the precise amount of payment is subject to change depending on the number of Settlement Class Members and the length of their employment, at this time it is estimated that you will recover approximately \$ _____.

Procedure for Disputing Information

If you dispute the estimated number of workweeks stated above, you may send a letter to the Settlement Administrator stating the reasons why you dispute the number of workweeks you worked and provide any supporting documentation that you have (e.g., any paystubs).

Any disputes and supporting documentation must be postmarked by _____, forty-five (45) days after the date that the Settlement Administrator mailed the Notice Packet to you, and should be sent to the Settlement Administrator at the following address:

Settlement Administrator
Re: *Sandoval, et al. v. Madland Toyota-Lift, Inc., et al.*
Kern County Superior Court Case No. BCV-20-100810-TSC
[Address]

Exhibit 2

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

1/26/2022

Accrual Basis

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
COS					
EXPERT FEES					
	3/1/2021	524894	Mediation Fee	4,650.00	4,650.00
	6/30/2021	12111491	Expert Fees	159.50	159.50
	7/30/2021	4623	Expert Fees	<u>2,362.50</u>	<u>2,362.50</u>
Total EXPERT FEES				7,172.00	7,172.00
Legal Expenses					
	3/23/2020	63770	PAGA Fee	75.00	75.00
	9/17/2020		Court Call	94.00	94.00
	10/14/2020	E-355078	Printing Cost	2.00	2.00
	12/8/2020	843451781	Legal Research	32.63	32.63
	8/6/2021	844796769	Legal Research	29.80	29.80
	10/27/2021		Court Call	94.00	94.00
	11/4/2021	845290822	Legal Research	<u>211.12</u>	<u>211.12</u>
Total Legal Expenses				538.55	538.55
Process Service Fees					
	4/6/2020	28218	Attorney Services	1,663.50	1,663.50
	4/6/2020	28253	Attorney Services	45.00	45.00
	4/6/2020	28228	Attorney Services	130.00	130.00
	6/2/2020	29064	Attorney Services	85.00	85.00
	8/28/2020	30857	Attorney Services	250.00	250.00
	9/22/2020	30856	Attorney Services	85.00	85.00
	9/28/2020	31410	Attorney Services	109.95	109.95
	9/28/2020	31419	Attorney Services	85.00	85.00
	2/11/2021	34307	Attorney Services	109.95	109.95
	9/16/2021	40268	Attorney Services	139.00	139.00
	9/17/2021	40269	Attorney Services	151.00	151.00
	11/1/2021	41480	Attorney Services	85.00	85.00
	12/6/2021	42210	Attorney Services	<u>85.00</u>	<u>85.00</u>
Total Process Service Fees				3,023.40	3,023.40
Other Costs					
	7/9/2021		Lunch meeting	187.58	187.58
	7/16/2021		Lunch during	<u>298.58</u>	<u>298.58</u>
Total Other Costs				486.16	486.16
TOTAL				11,220.11	11,220.11

Exhibit 3

CONFIDENTIAL and WORK PRODUCT - JUSTIN F. MARQUEZ TIMESHEETS

Date:	Hours:	Task	Case	Atty	Case total:
12/16/19	0.5	Review intake; research claims.	Madland	JFM	0.5
12/16/19	0.2	Confer with Corey Kniss ("CK") re drafting complaint.	Madland	JFM	0.7
12/17/19	0.2	Read and respond to e-mail from CK re complaint.	Madland	JFM	0.9
01/08/20	0.5	Review documents produced by defendant.	Madland	JFM	1.4
03/19/20	0.5	Review and revise draft of complaint; e-mail re same.	Madland	JFM	1.9
03/20/20	0.2	E-mail CK edits re draft complaint and doing PAGA letter.	Madland	JFM	2.1
03/20/20	0.3	Review revised complaint and case initiating documents; e-mail Min Jee Kim ("MJK") re same.	Madland	JFM	2.4
03/20/20	0.5	Draft PAGA letter; e-mail MJK re same.	Madland	JFM	2.9
03/20/20	0.3	E-mails re filing complaint.	Madland	JFM	3.2
04/22/20	0.2	E-mail from opposing counsel ("OC") re notice of representation.	Madland	JFM	3.4
04/22/20	0.4	Research OC.	Madland	JFM	3.8
06/01/20	0.3	E-mails re discovery	Madland	JFM	4.1
06/30/20	0.4	E-mails re discovery	Madland	JFM	4.5
07/27/20	0.3	E-mails re discovery deadlines	Madland	JFM	4.8
08/11/20	0.2	Confer with Nicol Hajjar ("NH") re case status.	Madland	JFM	5.0
08/19/20	0.5	E-mails re discovery.	Madland	JFM	5.5
08/21/20	1.0	Review defendant's document production.	Madland	JFM	6.5
08/24/20	0.3	E-mails re discovery.	Madland	JFM	6.8
08/26/20	0.3	Review discovery responses; e-mail re same.	Madland	JFM	7.1
08/31/20	0.3	E-mails re joint statement.	Madland	JFM	7.4
09/01/20	0.3	E-mails re joint statement.	Madland	JFM	7.7
09/13/20	0.1	E-mails re mediation.	Madland	JFM	7.8
09/16/20	0.2	E-mails re case deadlines.	Madland	JFM	8.0
09/21/20	0.2	E-mails re conference call with OC	Madland	JFM	8.2
08/28/20	0.1	E-mails re continued CMC.	Madland	JFM	8.3
09/23/20	0.1	E-mail with Rachel Vinson ("RV") re notes on call with OC.	Madland	JFM	8.4
09/23/20	0.5	E-mails re stipulation to amend complaint and amended complaint.	Madland	JFM	8.9
09/25/20	0.1	E-mail re meet and confer letter	Madland	JFM	9.0
09/25/20	0.2	Further e-mails re meet and confer letter.	Madland	JFM	9.2
09/28/20	0.2	E-mails re stipulation.	Madland	JFM	9.4
10/01/20	0.2	E-mails re discovery.	Madland	JFM	9.6
10/16/20	0.3	Review defendant's meet and confer letter.	Madland	JFM	9.9
11/06/20	0.2	E-mail from RV re discovery.	Madland	JFM	10.1
11/09/20	0.2	E-mails re discovery.	Madland	JFM	10.3
11/13/20	0.2	E-mails with RV re discovery.	Madland	JFM	10.5
11/20/20	0.1	E-mail re discovery	Madland	JFM	10.6
12/01/20	0.8	Review defendant's supplemental discovery responses.	Madland	JFM	11.4
12/16/20	0.2	E-mails re case deadlines.	Madland	JFM	11.6
12/16/20	0.2	Review Belaire Notice; e-mail re same.	Madland	JFM	11.8
12/21/20	0.3	E-mails re discovery.	Madland	JFM	12.1
12/31/20	0.2	E-mails re discovery.	Madland	JFM	12.3
01/04/21	0.5	E-mails re mediation.	Madland	JFM	12.8
01/11/21	0.2	E-mails re mediation.	Madland	JFM	13.0
01/18/21	0.3	E-mails re mediation.	Madland	JFM	13.3
01/19/21	0.2	E-mails re mediation.	Madland	JFM	13.5
01/20/21	0.3	E-mails re mediation.	Madland	JFM	13.8
01/22/21	0.3	E-mails re mediation.	Madland	JFM	14.1
01/25/21	0.3	E-mails re mediation.	Madland	JFM	14.4
01/26/21	0.2	E-mails re discovery.	Madland	JFM	14.6
01/28/21	0.2	E-mails re mediation.	Madland	JFM	14.8
02/03/21	0.2	E-mails re stipulation.	Madland	JFM	15.0
02/09/21	0.2	E-mails re stipulation.	Madland	JFM	15.2
03/01/21	0.2	E-mails from mediator's office.	Madland	JFM	15.4
03/18/21	0.2	E-mail from OC re mediation data; review data.	Madland	JFM	15.6
04/26/21	1.5	Review documents produced under mediation privilege.	Madland	JFM	17.1
04/26/21	0.2	E-mails with expert re data.	Madland	JFM	17.3
04/28/21	0.2	E-mails with OC re mediation data.	Madland	JFM	17.5
06/07/21	0.1	E-mail re inquiry from client.	Madland	JFM	17.6
06/15/21	0.2	E-mails with OC re class data.	Madland	JFM	17.8
06/18/21	1.7	Review documents produced under mediation privilege.	Madland	JFM	19.5
06/22/21	0.2	E-mails with expert	Madland	JFM	19.7
07/06/21	0.2	E-mails with mediator's office.	Madland	JFM	19.9
07/08/21	0.2	Review expert's report.	Madland	JFM	20.1
07/09/21	0.2	E-mails with NH re expert's report.	Madland	JFM	20.3

07/09/21	0.3	E-mails re expert's analysis.	Madland	JFM	20.6
07/09/21	0.3	Confer with NH re mediation.	Madland	JFM	20.9
07/09/21	1.0	E-mails with expert re class damages.	Madland	JFM	21.9
07/09/21	0.4	E-mails with expert re mediation data.	Madland	JFM	22.3
07/09/21	0.2	Call with mediator and NH re case.	Madland	JFM	22.5
07/14/21	0.3	E-mail expert re report	Madland	JFM	22.8
07/14/21	1.5	Draft e-mail to Bobby Saadian ("BS") re mediation strategy.	Madland	JFM	24.3
07/15/21	1.0	Review file to prepare for mediation.	Madland	JFM	25.3
07/15/21	0.3	Confer with NH re mediation.	Madland	JFM	25.6
07/16/21	6.5	Mediation.	Madland	JFM	32.1
08/06/21	0.2	E-mails with administrators re quotes.	Madland	JFM	32.3
08/17/21	0.5	Review settlement agreement; e-mail OC re same.	Madland	JFM	32.8
08/19/21	0.4	E-mails re settlement agreement.	Madland	JFM	33.2
09/02/21	0.1	Read and respond to e-mail from RV re settlement.	Madland	JFM	33.3
09/16/21	0.3	E-mails with cy pres recipient re declaration.	Madland	JFM	33.6
09/16/21	2.0	Review and edit motion for preliminary approval and related documents.	Madland	JFM	35.6
09/16/21	0.3	E-mails re motion for preliminary approval.	Madland	JFM	35.9
10/25/21	0.5	Review file to prepare for preliminary approval hearing.	Madland	JFM	36.4
10/26/21	0.6	Preliminary approval hearing.	Madland	JFM	37.0
10/26/21	0.5	Draft revised proposed order; e-mails with OC re same.	Madland	JFM	37.5
11/16/21	0.3	E-mails re administration.	Madland	JFM	37.8
11/18/21	0.2	E-mail administrator re timeline.	Madland	JFM	38.0
12/02/21	0.3	E-mail administrator re calculations.	Madland	JFM	38.3
12/03/21	0.4	E-mail administrator re notice.	Madland	JFM	38.7
01/28/22	2.0	Revise and edit motion for final approval and related documents; e-mail RV re same.	Madland	JFM	40.7

CONFIDENTIAL and WORK PRODUCT - NICOL E. HAJJAR TIMESHEETS

Date:	Hours:	Task	Case	Atty	Case total:
03/19/20	2.3	review case, complaint and PAGA letter	Madland	NH	2.3
03/20/20	0.3	emails with Min Jee ("MJ") and Justin Marquez ("JM")	Madland	NH	2.6
04/22/20	0.3	notice of rep emails	Madland	NH	2.9
06/01/20	1.8	review discovery	Madland	NH	4.7
06/24/22	0.7	review FAC	Madland	NH	5.4
07/27/22	0.2	emails with OC and team re; discovery extension	Madland	NH	5.6
08/11/20	0.2	discussion with JM re; case	Madland	NH	5.8
08/19/20	2.2	review of our discovery responses	Madland	NH	8.0
08/25/20	2.5	review discovery responses from OC	Madland	NH	10.5
08/31/20	0.3	emails re; joint statement	Madland	NH	10.8
09/01/20	0.5	finalized joint statement	Madland	NH	11.3
09/13/20	0.6	review letter re; discovery request for mediation	Madland	NH	11.9
09/16/20	0.2	emails re; deadlines	Madland	NH	12.1
09/23/20	0.7	call w/ oc and emails re; call	Madland	NH	12.8
09/23/20	0.8	review stip for FAC	Madland	NH	13.6
09/25/20	1.5	review meet and confer letter and emails with team	Madland	NH	15.1
09/28/20	0.2	emails re; stip	Madland	NH	15.3
10/01/20	0.2	emails re; met and confer and MTC	Madland	NH	15.5
10/13/20	1.0	review supplemental discovery and emails with team	Madland	NH	16.5
10/16/20	0.7	review OC's meet and confer letter	Madland	NH	17.2
11/06/20	0.4	emails with team re; bel aire west	Madland	NH	17.6
12/16/20	0.2	Review Belaire Notice; e-mail re same.	Madland	NH	17.8
12/21/20	0.5	emails re; discovery and meet and confer	Madland	NH	18.3
01/04/21	0.6	emails re; deadlines and mediation	Madland	NH	18.9
01/05/21	0.2	emails w/ OC	Madland	NH	19.1
01/11/21	0.2	emails re; mediation	Madland	NH	19.3
01/18/21	0.3	emails re; mediation	Madland	NH	19.6
01/19/21	0.2	emails re; mediation	Madland	NH	19.8
01/20/21	0.4	emails re; mediation	Madland	NH	20.2
01/21/21	0.2	emails re; mediation	Madland	NH	20.4
01/22/21	0.4	emails re; mediation	Madland	NH	20.8
01/25/21	0.4	emails re; mediation	Madland	NH	21.2
01/26/21	0.4	emails re; mediation and stay deadlines	Madland	NH	21.6
01/28/21	0.2	emails re; mediation	Madland	NH	21.8
02/03/21	0.5	review joint stip and emails w/ team	Madland	NH	22.3
02/09/21	0.2	emails re; mediation	Madland	NH	22.5
03/01/21	0.2	emails re; mediation	Madland	NH	22.7
04/26/21	3.0	review documents produced and confer with expert	Madland	NH	25.7
04/28/21	0.3	emails w/ OC	Madland	NH	26.0
06/15/21	0.2	emails re; docs produced	Madland	NH	26.2
06/22/21	0.2	emails w/ expert	Madland	NH	26.4
07/06/21	0.2	emails with mediator office	Madland	NH	26.6
07/08/21	0.4	review expert report	Madland	NH	27.0
07/09/21	0.3	emails with re; expert report	Madland	NH	27.3
07/09/21	0.3	discussion with JM re; mediation	Madland	NH	27.6
07/09/21	0.2	call w/ expert	Madland	NH	27.8
07/14/21	0.3	emails re; expert report	Madland	NH	28.1
07/15/21	2.5	prepare for mediation and discussion w/ team	Madland	NH	30.6
07/16/21	6.5	mediation	Madland	NH	37.1
08/17/21	0.4	review settlement agreement and emails	Madland	NH	37.5
09/16/21	3.0	review prelim motion and emails	Madland	NH	40.5
11/16/21	0.3	emails w/ administrator	Madland	NH	40.8
11/18/21	0.2	emails w/ administrator	Madland	NH	41.0
12/02/21	0.3	emails w/ administrator	Madland	NH	41.3
12/03/21	0.4	emails w/ administrator	Madland	NH	41.7
01/28/22	1.5	review final approval motion	Madland	NH	43.2

CONFIDENTIAL and WORK PRODUCT - RACHEL J. VINSON TIMESHEETS

Date:	Hours:	Task Code	Description	Case	Atty	Case total:
05/28/20	0.1	L190	Correspond with MJK re reviewing discovery	Madland Toyota-Lift, Inc.	RJV	0.1
05/29/20	1.3	L310	Review case file, review and edit discovery	Madland Toyota-Lift, Inc.	RJV	1.4
06/01/20	1.1	L310	Review, minor edits for discovery to defendant, correspond re discovery	Madland Toyota-Lift, Inc.	RJV	2.5
06/30/20	0.1	L310	Review and edit discovery	Madland Toyota-Lift, Inc.	RJV	2.6
07/27/20	0.1	L190	Request discovery extension	Madland Toyota-Lift, Inc.	RJV	2.7
08/11/20	2.2	L310	Edit discovery responses	Madland Toyota-Lift, Inc.	RJV	4.9
08/19/20	0.5	L190	Check on status of defendants discovery responses, send discovery responses for review, request extension	Madland Toyota-Lift, Inc.	RJV	5.4
08/20/20	0.1	L190	Correspond with opposing counsel regarding extension for discovery deadlines	Madland Toyota-Lift, Inc.	RJV	5.5
08/21/20	0.1	L190	Correspond with opposing counsel regarding courtesy copy of their responses	Madland Toyota-Lift, Inc.	RJV	5.6
08/24/20	2.3	L310	Review and edit discovery responses	Madland Toyota-Lift, Inc.	RJV	7.9
08/25/20	0.8	L310	Revise discovery responses	Madland Toyota-Lift, Inc.	RJV	8.7
08/26/20	2.1	L310	Edit discovery responses	Madland Toyota-Lift, Inc.	RJV	10.8
08/31/20	0.4	L200	Draft case management statement	Madland Toyota-Lift, Inc.	RJV	11.2
09/01/20	0.3	L190	Meet confer with opposing counsel, update case management statement after call	Madland Toyota-Lift, Inc.	RJV	11.5
09/13/20	0.4	L300	Draft informal discovery letter	Madland Toyota-Lift, Inc.	RJV	11.9
09/23/20	0.8	L200	Draft stipulation and first amended complaint	Madland Toyota-Lift, Inc.	RJV	12.7
09/23/20	0.4	L190	Call with opposing counsel re mediation, pmk depo, stip to amend, notes from call circulate, send stip and fac to opposing counsel, request mtc extension,	Madland Toyota-Lift, Inc.	RJV	13.1
09/23/20	0.4	L190	Review deadlines, reach out to opposing counsel to schedule meet and confer re discovery	Madland Toyota-Lift, Inc.	RJV	13.5
09/25/20	3.4	L190	Draft meet confer letter re discovery, edit and send to opposing counsel	Madland Toyota-Lift, Inc.	RJV	16.9
09/28/20	0.4	L200	Edit and finalize stipulation, correspond with court regarding how to file,	Madland Toyota-Lift, Inc.	RJV	17.3
10/01/20	0.2	L190	Review opposing counsel correspondence re deadlines and agree to extensions	Madland Toyota-Lift, Inc.	RJV	17.5
10/13/20	1.2	L310	Draft supplemental discovery responses	Madland Toyota-Lift, Inc.	RJV	18.7
11/06/20	0.6	L190	Review opposing counsel's correspondence re supplementing discovery, correspond with just re how to handle meet and confer, draft belaire west notice	Madland Toyota-Lift, Inc.	RJV	19.3
11/09/20	0.4	L190	Correspond with opposing counsel regarding meet and confer regarding discovery responses and deadlines	Madland Toyota-Lift, Inc.	RJV	19.7
11/13/20	0.4	L190	Preparing arguments for discovery responses meet and confer	Madland Toyota-Lift, Inc.	RJV	20.1
11/13/20	0.5	L190	Meet confer with opposing counsel	Madland Toyota-Lift, Inc.	RJV	20.6
11/23/20	0.1	L190	Follow up on draft of belaire west notice	Madland Toyota-Lift, Inc.	RJV	20.7
12/16/20	0.4	L190	Review Belaire West notice and update to send to opposing counsel, review and send to justin defendant's position re discovery, review discovery for class count	Madland Toyota-Lift, Inc.	RJV	21.1
12/17/20	0.3	L190	Review trial deadlines	Madland Toyota-Lift, Inc.	RJV	21.4
12/21/20	0.5	L190	Reach out to opposing counsel regarding meet and confer	Madland Toyota-Lift, Inc.	RJV	21.9
12/31/20	0.8	L190	Review notes re deficient discovery responses to prep for call, call with opposing counsel re mediation and motion to compel deadline, reach out to get dates for mediators, send confirmation email to opposing counsel regarding deadline stay, follow up on trial dates to calendar	Madland Toyota-Lift, Inc.	RJV	22.7
01/04/21	0.4	L190	Get update on mediator availability, check what works for calendar, send to team, and to opposing counsel, correspond with opposing counsel regarding motion to compel deadline, discuss calendar update MJK	Madland Toyota-Lift, Inc.	RJV	23.1
1/7/2021	0.1	L190	Follow up on available mediators	Madland Toyota-Lift, Inc.	RJV	23.2
1/11/2021	0.1	L190	Request updated mediation dates	Madland Toyota-Lift, Inc.	RJV	23.3
1/12/2021	0.3	L190	Update dates for mediators and counsel	Madland Toyota-Lift, Inc.	RJV	23.6
01/22/21	0.1	L190	Correspond with opposing counsel re reserving mediation date	Madland Toyota-Lift, Inc.	RJV	23.7
01/26/21	0.4	L300	Draft informal discovery request wish list	Madland Toyota-Lift, Inc.	RJV	24.1
01/27/21	0.1	L190	Send informal discovery request wish list to opposing counsel, follow up on asking opposing counsel to stip to continuing trial dates and deadlines	Madland Toyota-Lift, Inc.	RJV	24.2
02/03/21	0.3	L200	Review and edit joint stip, send to opposing counsel	Madland Toyota-Lift, Inc.	RJV	24.5
02/08/21	0.1	L190	Follow up with opposing counsel re draft of joint stip	Madland Toyota-Lift, Inc.	RJV	24.6
02/09/21	0.3	L200	Review and approve opposing counsel's changes to stipulation, edit and send to opposing counsel, sign and finalize	Madland Toyota-Lift, Inc.	RJV	24.9
03/18/21	0.3	L190	Review opposing counsel's correspondence regarding informal discovery	Madland Toyota-Lift, Inc.	RJV	25.2
03/22/21	0.1	L190	Discuss discovery with N. Hajjar	Madland Toyota-Lift, Inc.	RJV	25.3
04/26/21	0.6	L190	Discuss informal discovery issue, reach out to opposing counsel to discuss, send documents and info to expert for damages analysis	Madland Toyota-Lift, Inc.	RJV	25.9
04/27/21	0.4	L190	Follow up with opposing counsel re availability to meet and confer re informal discovery requests, conference call with expert	Madland Toyota-Lift, Inc.	RJV	26.3
04/30/21	0.4	L190	Conference call	Madland Toyota-Lift, Inc.	RJV	26.7
06/15/21	0.1	L190	Follow up with opposing counsel regarding status of document production so expert can analyze before mediation	Madland Toyota-Lift, Inc.	RJV	26.8
06/22/21	0.2	L190	Review document production and send to expert	Madland Toyota-Lift, Inc.	RJV	27.0
06/29/21	0.3	L190	Review additional documents to send to expert	Madland Toyota-Lift, Inc.	RJV	27.3
07/06/21	0.1	L190	Check on status of damage analysis, reach out to get extension on mediation brief	Madland Toyota-Lift, Inc.	RJV	27.4

07/07/21	0.4	L190	Review opposing counsel's request for information prior to mediation, check in on status of damage analysis, discuss with expert	Madland Toyota-Lift, Inc.	RJV	27.8
07/07/21	4.7	L190	Draft mediation brief	Madland Toyota-Lift, Inc.	RJV	32.5
07/08/21	0.3	L190	Follow up questions for client and mediator	Madland Toyota-Lift, Inc.	RJV	32.8
07/08/21	1.3	L190	Draft mediaiton brief	Madland Toyota-Lift, Inc.	RJV	34.1
07/09/21	1.4	L190	Draft responses to opposing counsel's pre mediation questions , get examples of violations from expert , correspond with opposing counsel re information	Madland Toyota-Lift, Inc.	RJV	35.5
07/13/21	0.5	L190	Correspond re info for mediation brief, questions for plaintiff,	Madland Toyota-Lift, Inc.	RJV	36.0
07/16/21	8	L160	Attend mediation	Madland Toyota-Lift, Inc.	RJV	44.0
08/19/21	0.2	L200	Finalize settlement agreement, send to opposing counsel	Madland Toyota-Lift, Inc.	RJV	44.2
09/02/21	1.4	L200	Draft motion for preliminary approval	Madland Toyota-Lift, Inc.	RJV	45.6
09/03/21	1.7	L200	Draft motion for preliminary approval	Madland Toyota-Lift, Inc.	RJV	47.3
09/10/21	3.4	L200	Draft motion for preliminary approval	Madland Toyota-Lift, Inc.	RJV	50.7
11/04/21	0.1	L190	Folllow up on amended proposed order	Madland Toyota-Lift, Inc.	RJV	50.8
01/26/22	3.9	L200	Draft motion for final approval	Madland Toyota-Lift, Inc.	RJV	54.7
01/27/22	3.3	L200	Draft motion for final approval	Madland Toyota-Lift, Inc.	RJV	58.0

CONFIDENTIAL and WORK PRODUCT - MIN JEE KIM TIMESHEETS

Date:	Hours:	Task Code	Description	Case	Atty	Case total:
12/04/19	0.3	L190	Drafted and mailed out follow up request letter to the company's agent for service of process requesting for personnel records	Madland Toyota-Lift, Inc.	MJK	0.3
01/08/20	0.1	L190	Saved and circulated the time records received from company	Madland Toyota-Lift, Inc.	MJK	0.4
03/19/20	3.0	L210	Reviewed client documents, drafted the first draft of the class action complaint & case initiating documents	Madland Toyota-Lift, Inc.	MJK	3.4
03/20/20	0.5	L210	Revised, finalized, and filed Complaint, CCCS & Summons	Madland Toyota-Lift, Inc.	MJK	3.9
03/20/20	0.5	L190	Mailed PAGA letter out via certified mail, saved all relevant docs to file, emailed accounting to mail \$75 letter and check to LWDA	Madland Toyota-Lift, Inc.	MJK	4.4
03/20/20	0.5	L190	Saved conformed copies of the complaint, CCCS, and summons & sent service request to Valpro	Madland Toyota-Lift, Inc.	MJK	4.9
03/24/20	0.1	L190	Processed Invoice for service of complaint from Valpro	Madland Toyota-Lift, Inc.	MJK	5.0
03/31/20	0.1	L190	Received certified return receipt for PAGA Letter notice. Saved to file.	Madland Toyota-Lift, Inc.	MJK	5.1
04/06/20	0.5	L190	Received conformed copy of POS of Summons & Complaint. Circulated to team, saved to file, processed invoice, calendared def's answer deadline on Clio & outlook calendar	Madland Toyota-Lift, Inc.	MJK	5.6
04/15/20	0.1	L190	Updated Clio & outlook calendar the the first day to amend complaint to add PAGA claims	Madland Toyota-Lift, Inc.	MJK	5.7
04/17/20	1.2	L310	Began reviewing client documents and complaint & began drafting Plaintiff's Discovery, Set 1	Madland Toyota-Lift, Inc.	MJK	6.9
04/21/20	1.4	L310	Continued reviewing client documents and complaint & continued drafting Plaintiff's Discovery, Set 1	Madland Toyota-Lift, Inc.	MJK	8.3
04/22/20	2.1	L310	Completed reviewing client documents and complaint & completed drafting Plaintiff's Discovery, Set 1. Received email from OPC regarding representation. Saved the email to file and updated the POS on the discovery. On hold until JM/NH wants to propound discovery.	Madland Toyota-Lift, Inc.	MJK	10.4
04/22/20	0.1	L190	Emailed OPC the date we served the defendants via messenger service and the corona virus related email regarding electronic service.	Madland Toyota-Lift, Inc.	MJK	10.5
04/23/20	0.1	L190	Received Def's Certificate of Progress. Saved to file.	Madland Toyota-Lift, Inc.	MJK	10.6
05/22/20	0.1	L190	Went through our calendar and added Rachel to all entries on calendar	Madland Toyota-Lift, Inc.	MJK	10.7
05/28/20	1.9	L310	Re-reviewed roughly drafted Pltff's Discovery, Set 1 and made necessary revisions. Saved to file and emailed them to RV for review.	Madland Toyota-Lift, Inc.	MJK	12.6
06/01/20	0.5	L310	Received and finalied reviewed discovery from RV.	Madland Toyota-Lift, Inc.	MJK	13.1
06/01/20	0.8	L190	Checked the docket online and saw that there was a Notice of Assignment, OSC & CMC filed but we never received it. Saved notice to file, calendared everything on the notice on Clio & Outlook calendar, and emailed JM/NH/RV the update as well as the finalized discovery for review.	Madland Toyota-Lift, Inc.	MJK	13.9
06/01/20	0.6	L210	Drafted, filed, and served the Notice of Notice of Assignment, OSC & CMC. Received conformed copy, saved to file, processed invoice, and circulated it to JM/NH/RV	Madland Toyota-Lift, Inc.	MJK	14.5
06/02/20	0.5	L190	Organized the entire file. Renamed all documents that are not in the right format and organized all documents in the right folder	Madland Toyota-Lift, Inc.	MJK	15.0
06/30/20	0.7	L190	Reviewed and updated the drafted Plaintiff's Discovery, Set 1. Finalized and served it to OPC via email, calendared PMK depo date, calendared def's response deadline, scheduled a real time reporter and videographer with Caldepo, and reserved the conference room with front desk	Madland Toyota-Lift, Inc.	MJK	15.7
06/30/20	0.1	L190	Spoke to Eva to confirm that the large conference room is now available as I reserved the small one before	Madland Toyota-Lift, Inc.	MJK	15.8
06/30/20	0.1	L190	Received confirmation from JM/NH that it's okay to send the word version of the RFA, RFP and SROG per OPC's request. Removed JM's signature and emailed them to the legal assistant.	Madland Toyota-Lift, Inc.	MJK	15.9
07/01/20	0.1	L190	Followed up with Veritext regarding the court reporter and videographer request that I placed for the PMK deposition.	Madland Toyota-Lift, Inc.	MJK	16.0
07/02/20	0.1	L190	Checked the docket online to make sure all hearings are calendared.	Madland Toyota-Lift, Inc.	MJK	16.1
07/14/20	1.1	L310	Received Def's RFA1, RFP1 & FROG-Emp1, saved to file, calendared deadline on Clio & Outlook calendar, and emailed JM/NH/RV. Began drafting creating shells for the discovery responses.	Madland Toyota-Lift, Inc.	MJK	17.2
07/16/20	0.8	L310	Continued drafting creating shells for the discovery responses to Def's RFA1, RFP1 & FROG-Emp1	Madland Toyota-Lift, Inc.	MJK	18.0
07/20/20	0.1	L190	Received Zoom link via email for the noticed PMK deposition. Updated calendar entry and saved for my records.	Madland Toyota-Lift, Inc.	MJK	18.1
07/20/20	2.1	L190	Continued drafting discovery responses to Def's RFA1, RFP1 & FROG-Emp1. Emailed Stephanie a detailed email asking her to contact the client (spanish speaker) and ask the questions we need answered. Emailed RV letting her know that I will provide her with the drafts once I get the answers from Stephanie	Madland Toyota-Lift, Inc.	MJK	20.2
07/24/20	0.1	L190	Sent a follow up emal to Stephanie asking her to typ throughout the day today to get a hold of the client to go over the discovery questions we need to go over with him.	Madland Toyota-Lift, Inc.	MJK	20.3
08/03/20	0.8	L310	Reviewed the client's responses provided by Stephanie and began adjusting the discovery responses.	Madland Toyota-Lift, Inc.	MJK	21.1
08/05/20	1.1	L310	Completed adjusting the discovery responses on my end and emailed them for RV to work on.	Madland Toyota-Lift, Inc.	MJK	22.2
08/07/20	0.1	L190	Received Def's objection and responses to Pltff's Remote PMK Deposition. Saved to file and emailed to JM/NH/RV.	Madland Toyota-Lift, Inc.	MJK	22.3

08/11/20	0.5	L190	Reviewed the revisions RV made to the discovery responses and emailed MC to help reach out the client as he's a spanish speaker. RV had follow up questions she needs to confirm or needs more information of from the client.	Madland Toyota-Lift, Inc.	MJK	22.8
08/13/20	0.2	L190	Received client answers from the follow up questions from Melina and forwarded them to RV for review. Drafted client verifications to send to client once the responses are complete	Madland Toyota-Lift, Inc.	MJK	23.0
08/19/20	0.2	L190	Responses to discovery is due tomorrow. Sent RV a reminder to finalize her revisions and send it to JM/NH for review ASAP as we still need to get the client's verifications. Emailed Melina and asked her to help and call the client to let him know we are finalizing and we need him to keep a look out for when I send him the responses and verification so that he signs it right away.	Madland Toyota-Lift, Inc.	MJK	23.2
08/21/20	0.2	L190	Received courtesy copies of Def's responses to Pltff's RFP1, RFA1, SROGS1, FROG-Emp1 & FROG-Gen1. Renamed the documents and saved to file.	Madland Toyota-Lift, Inc.	MJK	23.4
08/21/20	0.1	L190	Received Defendant's responses to our discovery, set 1 along with the document production. Confirmed that they were the same responses and saved the production to file. Emailed the production to JM/NH/RV.	Madland Toyota-Lift, Inc.	MJK	23.5
08/25/20	0.1	L190	NH wanted the drafted responses printed and on her desk for review. Spoke to RV to make sure she's able to print and confirmed that she'll handle. Emailed NH.	Madland Toyota-Lift, Inc.	MJK	23.6
08/27/20	0.5	L190	Finalized and served our responses to Def's RFA1, RFP1 & FROG-Emp1. Saved to file, emailed to OPC, and calendared Def's MTC deadline on Clio & Outlook calendar.	Madland Toyota-Lift, Inc.	MJK	24.1
08/28/20	0.3	L190	Drafted a letter to the client and mailed all of our responses to the client via mail per client's request	Madland Toyota-Lift, Inc.	MJK	24.4
09/01/20	0.1	L190	Saved and circulated Def's notice of posting jury fees	Madland Toyota-Lift, Inc.	MJK	24.5
09/01/20	0.2	L190	Finalized and filed our initial status conference statement and posted jury fees	Madland Toyota-Lift, Inc.	MJK	24.7
09/25/20	0.2	L190	Finalized and served M&C Letter re Defendant's Discovery Responses to OPC	Madland Toyota-Lift, Inc.	MJK	24.9
09/28/20	0.5	L190	Finalized, filed and served Joint Stipulation for Leave to file FAC & then filed First Amended Class Action and Representative Action Complaint	Madland Toyota-Lift, Inc.	MJK	25.4
10/13/20	0.6	L190	Bates labeled all production docs, finalized and served Supplemental Responses and production to Def's FROG-Emp1 and RFP1. Calendared Def's MTC deadline	Madland Toyota-Lift, Inc.	MJK	26.0
10/28/20	0.1	L190	Saved and circulated Def's Answer to FAC	Madland Toyota-Lift, Inc.	MJK	26.1
12/01/20	0.3	L190	Saved and circulated Def's production and supplemental responses to Pltff's Discovery, Set 1. Calendared our MTC Deadline with reminders	Madland Toyota-Lift, Inc.	MJK	26.4
12/15/20	0.1	L190	Sent a follow up email to JM regarding calendaring of the pre-trial deadlines	Madland Toyota-Lift, Inc.	MJK	26.5
12/17/20	0.1	L190	Emailed NH & RV the pre-trial/trial deadlines I calculated for review so I can get it calendared per JM's instructions	Madland Toyota-Lift, Inc.	MJK	26.6
12/17/20	0.7	L190	Saw that I needed to revise the calculated deadlines as we will be serving everything via email so +2 days needs to be added to all deadlines. Re-calculated all the deadlines and reminders and circulated to NH & RV for review	Madland Toyota-Lift, Inc.	MJK	27.3
12/21/20	0.2	L190	Updated the MTC deadline per extension agreement on outlook calendar and Clio and sent calendar invitation with dial-in number for the conference call next week	Madland Toyota-Lift, Inc.	MJK	27.5
12/31/20	0.3	L190	Went into the case on litify, when through the information that was filled in through the data dump, and make edits and added details to fields that were missing.	Madland Toyota-Lift, Inc.	MJK	27.8
01/04/21	0.2	L190	Updated MTC deadline by removing from calendar and separately noted to recalendar once they've decided what to do about mediation. Emailed confirmation to team.	Madland Toyota-Lift, Inc.	MJK	28.0
01/04/21	0.1	L190	Per NH's request, re-emailed her the pre-trial and trial deadlines. Also emailed her the orders and Kern County Superior Court Local Rules for review.	Madland Toyota-Lift, Inc.	MJK	28.1
01/04/21	0.1	L190	Clarified calculated pre-trial deadlines for NH.	Madland Toyota-Lift, Inc.	MJK	28.2
01/06/21	0.2	L190	Read through the updated order. Updated Mandatory Settlement Conference (MSC) department/judge on calendar and emailed the confirmation to the team.	Madland Toyota-Lift, Inc.	MJK	28.4
01/06/21	0.1	L190	Cleaned the order received because there were unnecessary pages. Emailed JD and informed him to delete the unnecessary bank pages and to run it by me if he has any questions	Madland Toyota-Lift, Inc.	MJK	28.5
01/08/21	0.3	L190	Checked file to make sure each and every document was transferred into litify for both matters. Nothing was transferred so uploaded everything manually.	Madland Toyota-Lift, Inc.	MJK	28.8
01/18/21	0.3	L190	Asked JD to check Ortman's availability, filtered the dates based on our availability, emailed to NH, asked JD to contact Ortman's office to see if we can be on the waiting list for 7/16, emailed OPC with Ortman's availability and confirmed with NH to hold off on calendaring pre-trial/trial deadlines.	Madland Toyota-Lift, Inc.	MJK	29.1
01/20/21	0.1	L190	Saw that OPC would be open to mediating with Kelly Knight as well so asked JD to get his availability. Filtered the available dates with our availability and emailed them to team.	Madland Toyota-Lift, Inc.	MJK	29.2
01/22/21	0.1	L190	Confirmed with RV and emailed case manager for Kelly Knight to keep 7/16/21 on hold for us until early next week as we're still sorting things out.	Madland Toyota-Lift, Inc.	MJK	29.3
02/09/21	0.3	L190	Finalized, filed, and served Joint Stipulation and [Proposed] Order to Continue Trial and All Related Deadlines	Madland Toyota-Lift, Inc.	MJK	29.6

02/18/21	0.5	L190	Updated the pre-trial and trial deadlines. Will circulate to the team and update calendar once I review it again tomorrow to confirm that I made all the correct updates.	Madland Toyota-Lift, Inc.	MJK	30.1
03/01/21	0.5	L190	Received all mediation related documents. Saved to file, processed invoice, and calendared all relevant deadlines	Madland Toyota-Lift, Inc.	MJK	30.6
03/18/21	0.2	L190	Saved and circulated Def's Amended Further Supplemental Responses to RFP1 & SROGS1 with the production of documents. Calendared MTC deadline	Madland Toyota-Lift, Inc.	MJK	30.8
04/28/21	0.2	L190	Checked Nicol's and Rachel's calendar to check availability for M&C call & circulated call in number with a calendar entry	Madland Toyota-Lift, Inc.	MJK	31.0
06/18/21	0.3	L190	Received and saved document production by defendants for mediation. Circulated to team	Madland Toyota-Lift, Inc.	MJK	31.3
06/28/21	0.3	L190	Organized the Def's document production for mediation and emailed it to RV to make sure these were the docs she wanted and emailed them to Jarret for review.	Madland Toyota-Lift, Inc.	MJK	31.6
07/06/21	0.1	L190	Emailled the mediator and requested for an extension to submit the brief	Madland Toyota-Lift, Inc.	MJK	31.7
07/16/21	0.1	L190	Finalized MOU and sent it to the client via docusign for his review and signature. Circulated signed MOU and saved to file	Madland Toyota-Lift, Inc.	MJK	31.8
07/19/21	0.3	L190	Received the total cost breakdown from accounting. Reorganized it in our excel spreadsheet format for RV	Madland Toyota-Lift, Inc.	MJK	32.1
09/01/21	0.1	L190	Sent the Settlement Agreement to the client via docusign for his review and signature. Circulated signed agreement and saved to file	Madland Toyota-Lift, Inc.	MJK	32.2
09/16/21	0.7	L190	Finalized, filed and served our MPA and submitted it to LWDA	Madland Toyota-Lift, Inc.	MJK	32.9
10/26/21	0.2	L190	Finalized, filed and served the Amended Proposed Order for MPA	Madland Toyota-Lift, Inc.	MJK	33.1
11/16/21	1.0	L190	Received order granting MPA. Drafted, filed and served the notice for the order and submitted the order to the LWDA. Calendared all deadlines.	Madland Toyota-Lift, Inc.	MJK	34.1
11/24/21	0.2	L190	Submitted the FAC to LWDA as it was not submitted at the time of filing	Madland Toyota-Lift, Inc.	MJK	34.3
01/26/22	0.3	L190	Received the total cost breakdown from accounting. Reorganized it in our excel spreadsheet format for RV	Madland Toyota-Lift, Inc.	MJK	34.6

Jose Aguilar Sandoval v. Madland Toyota-Lift, Inc., et al.
BCV-20-100810-TSC

I, Min Jee Kim, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is minjee@wilshirelawfirm.com.

On **January 31, 2022**, I served the foregoing **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

MADLAND TOYOTA-LIFT, INC.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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1 I declare under the penalty of perjury under the laws of the State of California, that the
2 foregoing is true and correct.

3 Executed on **January 31, 2022**, at Los Angeles, California.

4 Min Jee Kim
Type or Print Name


Signature