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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
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed with Memorandum of Points and
Authorities the Declaration of Justin F.
Marquez, and Proposed Order]*

PRELIMINARY APPROVAL HEARING

Date: October 26, 2021

Time: 8:30 a.m.

Dept: 17

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I, Justin F. Marquez, declare as follows:

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 Plaintiff. 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 Preliminary Approval of Class Action Settlement.

CASE BACKGROUND

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.

3. Plaintiff alleges that Defendant's payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiff alleges that Defendant failed to pay for all hours worked by not recording the actual start and end times of shifts and only paying for 8 hours of work for each workday, regardless of whether an employee worked overtime. Plaintiff further alleges that Defendant failed to provide employees with legally compliant meal and rest periods. Based on these allegations, Plaintiff asserts claims against Defendant for failure to pay overtime wages, failure to pay minimum and straight time wages, failure to provide meal periods, failure to authorize and permit rest periods, inaccurate wage statements, failure to pay all final wages at termination, unfair business practices, and civil penalties under PAGA.

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

6 10. The Settlement provides that Defendant 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.)

9 11. I requested several bids from experienced class action settlement administrators to
10 handle the responsibilities of the Settlement Administrator under this settlement. The Parties
11 accepted the bid of ILYM Group, Inc. In its bid, ILYM Group, Inc. agreed to cap its costs at
12 \$9,000.00 if there are 110 class members. The bid also provides that class notice will be
13 provided in English and Spanish. A true and correct copy of the bid is attached hereto as **Exhibit**
14 **2.**

15 12. Plaintiff Jose Aguilar Sandoval does not have any interest, financial or otherwise,
16 in the proposed *cy pres* recipient, Los Angeles Trial Lawyers' Charities, or the third-party
17 administrator, ILYM Group, Inc.

18 13. 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, or the third-party administrator ILYM Group,
21 Inc.

22 14. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in
23 this case.

24 **THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE**

25 15. Class Counsel has conducted a thorough investigation into the facts of this case.
26 Based on the foregoing discovery and their own independent investigation and evaluation, Class
27 Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best
28 interests of the Settlement Class Members in light of all known facts and circumstances, the risk

1 of significant delay, the defenses that could be asserted by Defendant both to certification and on
2 the merits, trial risk, and appellate risk.

3 16. Based on an analysis of the facts and legal contentions in this case, documents and
4 information from Defendant, I evaluated Defendant's maximum exposure. I took into account
5 the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims
6 are certified. After using the data Defendant provided, including a random sample of
7 timekeeping and payroll records, as well as class member demographics (i.e., the number of class
8 members, workweeks, and average total compensation of the class), with the assistance of a
9 statistics expert I created a damages model to evaluate the realistic range of potential recovery
10 for the class. The damages model is based on the following benchmarks:

11 Total Class Members: 110

12 Terminated Class Members during 3-year statute: 48

13 Avg. number of active employees per year: 57

14 Total Workweeks: 12,683

15 PAGA Pay Periods: 3,137

16 Avg. Hourly Rate: \$27.11

17 Class period: March 20, 2016 up to and including the Preliminary Approval Date.

18 17. Discovery and investigation revealed that Defendant failed to pay class members
19 for all hours worked, including overtime wages, failed to have a legally compliant written policy
20 providing meal periods and authorizing and permitting rest periods. However, approximately
21 75% of all class members are subject to arbitration agreements and class action waivers.

22 18. Plaintiff alleges that Defendant failed to pay for all hours worked, including
23 minimum wages, straight time wages, and overtime wages. My expert analyzed Defendant's
24 timekeeping and payroll records and found many instances where Defendant failed to pay
25 employees for all hours worked, particularly the time employees spent preparing their materials
26 to work, not allowing employees to take lunch, rest, or restroom breaks until deliveries were
27 completed, and many instances where Defendant falsified time records to show that meal periods
28 were taken when in fact employees were working. A more conservative estimate was appropriate

1 given the difficulty of proving an off-the-clock work violation on a class-wide basis. Assuming
2 that Defendant failed to pay employees for 15 minutes of work each shift, and 90% of this work
3 was overtime, potential liability for this claim is \$642,603.00. Because individualized can be a
4 significant obstacle to certifying and proving off-the-clock claims, I discounted this figure by
5 80% to account for the difficulty of prevailing on a motion for class certification and a trial on
6 the merits, yielding a realistic damage estimate of **\$128,520.60**.¹

7 19. With respect to the meal period claim, Plaintiff alleges that Defendant required
8 him and similarly situated class members to work in lieu of taking meal periods, and Defendant
9 lacked legally compliant policies and practices providing meal periods for most of the class
10 period. My expert analyzed Defendant's timekeeping records and found that approximately
11 53.5% of all meal breaks had violations of short, missed, or no meal periods. Potential liability of
12 the meal period claim, which includes shifts 5-6 hours long, shifts over 6 hours long, and shifts
13 over 10 hours long, is \$934,404.00 including interest; however, I discounted this figure by 80%
14 to account for the difficulty of certifying and proving meal period claims, and to account for the
15 possibility of class members voluntarily choosing to forego a meal period, yielding a realistic
16 damage estimate of **\$186,880.80**.

17 20. With respect to the rest period claim, Plaintiff alleges that Defendant required him
18 and similarly situated class members to work in lieu of taking rest periods, and Defendant lacked
19 legally compliant policies and practices authorizing and permitting employees to take rest
20 periods for most of the class period. Assuming a 50% violation rate for the time period when
21 Defendant's written policies were inadequate, Defendant's potential liability for the rest period
22 claim is \$861,713; however, I discounted this figure by 80% to account for the difficulty of
23 certifying and proving rest period claims, particularly because rest periods do not have to be
24 recorded, and to account for the possibility of class members voluntarily choosing to forego a
25

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

rest period, yielding a realistic damage estimate of **\$172,342.60**.

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

22. With respect to Plaintiff's derivative claims for statutory and civil penalties, Plaintiff estimated that Defendant's realistic potential liability is **\$100,000.00**. While Defendant's maximum potential liability for waiting time penalties is \$334,582.00 based on approximately 48 terminated class members during the 3-year statute, \$236,500.00 for inaccurate wage statements based on approximately 84 class members who worked 3,137 pay periods within the 1-year statute, and \$313,700.00 for PAGA violations based on the Court assessing a \$100 penalty for initial violations for all 3,137 pay periods within the 1-year statute, I believe that it would be unrealistic to expect the Court to award the full \$884,782.00 in penalties given Defendant's defenses, the contested nature of Plaintiff's claims, and the discretionary nature of penalties. Considering that the underlying claims are realistically estimated to be \$487,744.00, such a disproportionate award would also raise due process concerns. Weighing these factors, and applying a discount to account for the risk and uncertainty of prevailing at trial, I arrived at \$100,000.00 for statutory and civil penalties.

23. **Using these estimated figures, Plaintiff predicted that the realistic maximum recovery for all claims, including penalties, would be \$587,744.00. This means that the \$325,000 settlement figure represents approximately 99% of the realistic maximum recovery ($\$325,000 / \$587,744 = 55.3\%$).** Considering the risk and uncertainty of prevailing at class certification and at trial, particularly in light of many class members being subject to arbitration agreements and class action waivers, this is an excellent result for the Class. Indeed, because of the proposed Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

24. While Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes that proving the amount of wages due

1 to each Class Member would be an expensive, time-consuming, and uncertain proposition.

2 25. This settlement avoids the risks and the accompanying expense of further
3 litigation. Although the parties had engaged in a significant amount of investigation, informal
4 discovery and class-wide data analysis, the parties had not yet completed formal written
5 discovery. Plaintiff intended to depose corporate officers and managers of Defendant.
6 Moreover, preparation for class certification and a trial remained for the parties as well as the
7 prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or adverse
8 summary judgment ruling. Had the Court certified any claims, Defendant could move to
9 decertify the claims. As a result, the parties would incur considerably more attorneys' fees and
10 costs through trial.

11 26. The Net Settlement Amount available for Class Member settlement payments is
12 estimated to be \$167,666.67, for a class of 110 persons.² **As a result, each Settlement Class**
13 **Member is eligible to receive an average net benefit of approximately \$1,524.24.**

14 27. The proposed settlement of \$325,000.00 therefore represents a substantial
15 recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the
16 risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof
17 necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that
18 the settlement amount of \$325,000.00 is within the "ballpark" of reasonableness, and preliminary
19 settlement approval is appropriate.

20 ENHANCEMENT AWARD FOR PLAINTIFF IS REASONABLE

21 28. Class Counsel represent that Plaintiff devoted a great deal of time and work
22 assisting counsel in the case, communicated with counsel very frequently for litigation and to
23 prepare for mediation, and was frequently in contact with Class Counsel during the mediation.
24 Plaintiff's requested enhancement award is reasonable particularly in light of the substantial

25 _____
26 ² The Net Settlement Amount is: \$325,000.00 minus \$10,000.00 for class representative
27 service award, minus \$9,000.00 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 \$20,000.00 for Class Counsel's
litigation expenses.

1 benefits Plaintiff generated for all class members.

2 29. Throughout this litigation, Plaintiff, who is a former employee of Defendant, has
3 cooperated immensely with my office and has taken many actions to protect the interests of the
4 class. Plaintiff provided valuable information regarding unpaid overtime, meal period, and rest
5 period claims. Plaintiff also informed my office of developments and information relevant to this
6 action, participated in decisions concerning this action, made himself available to answer
7 questions during the mediation, and provided my office with the names and contact information
8 of potential witnesses in this action. Before we filed this case, Plaintiff provided my office with
9 several documents, including policy documents, and communications from Defendant regarding
10 the claims alleged in this action. The information and documentation provided by Plaintiff was
11 instrumental in establishing the wage and hour violations alleged in this action, and the recovery
12 provided for in the Settlement Agreement would have been impossible to obtain without
13 Plaintiff's participation.

14 30. At the same time, Plaintiff faced many risks in adding himself as the class
15 representative in this matter. Plaintiff faced actual risks with his future employment, as putting
16 himself on public record in an employment lawsuit could also very well affect his likelihood for
17 future employment. Furthermore, as part of this settlement, Plaintiff is executing a general
18 release of all claims against Defendant.

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

25 32. In the final analysis, this class action would not have been possible without the aid
26 of Plaintiff, who put his own time and effort into this litigation, sacrificed the value of his own
27 individual claims, and placed himself at risk for the sake of the class members. The requested
28 enhancement award for Plaintiff for his service as the class representative and for his general

1 release of all individual claims is a relatively small amount of money when the time and effort
2 put into the litigation are considered and in comparison to enhancements granted in other class
3 actions. The requested incentive award is therefore reasonable to compensate Plaintiff for his
4 active participation in this lawsuit. Indeed, in *Karl Adams, III, et al. v. MarketStar Corporation*,
5 et al., No. 2:14-cv-02509-TLN-DB, a wage and hour class action alleging that class members
6 were misclassified as exempt outside salespersons, I was co-lead Class Counsel and helped
7 negotiate a \$2.5 million class action settlement for 339 class members, and the court approved a
8 \$25,000 class representative incentive award for each named plaintiff.

9 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

10 33. The Settlement provides for attorney's fees payable to Class Counsel in an amount
11 up to one-third (33 1/3%) of the Settlement Amount, for a maximum fees award of \$108,333.33,
12 plus actual costs and expenses not to exceed \$20,000.00. The proposed award of attorneys' fees
13 to Class Counsel in this case can be justified under either method – lodestar or percentage
14 recovery. Class Counsel, however, intend to base the proposed award of fees, costs and expenses
15 on the percentage method as many of the entries in the time records will have to be redacted to
16 preserve attorney-client and attorney work product privileges.

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

21 35. It is further estimated that my office will need to expend at least another 50 to 100
22 hours to monitor the process leading up to the final approval and payments made to the class.
23 My office also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

24 36. The risk to my office has been very significant, particularly if we would not be
25 successful in pursuing this class action. In that case, we would have been left with no
26 compensation for all the time taken in litigating this case. Indeed, I have taken on a number of
27 class action cases that have resulted in thousands of attorney hours being expended and
28 ultimately having certification denied or the defendant company going bankrupt. The contingent

1 risk in these types of cases is very real and they do occur regularly. Furthermore, we were
2 precluded from focusing on, or taking on, other cases which could have resulted in a larger, and
3 less risky, monetary gain.

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

14 38. As of the drafting of this motion, my office has incurred around \$10,452.99 in
15 expenses litigating this action, and we anticipate accruing additional costs up to Final Approval
16 of the Settlement. These expenses were reasonably necessary to the litigation and were actually
17 incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in
18 the Settlement Agreement.

19 MY EXPERIENCE AND QUALIFICATIONS

20 39. Wilshire Law Firm was selected by Best Lawyers and U.S. News & World Report
21 as one of the nation's Best Law Firms in 2021 and is comprised of over 20 attorneys and over
22 200 employees. Wilshire Law Firm is actively and continuously practicing in employment
23 litigation, representing employees in both individual and class actions in both state and federal
24 courts throughout California.

25 40. Wilshire Law Firm is qualified to handle this litigation because its attorneys are
26 experienced in litigating Labor Code violations in both individual, class action, and
27 representative action cases. Wilshire Law Firm has handled, and is currently handling, numerous
28 wage and hour class action lawsuits, as well as class actions involving consumer rights and data

1 privacy litigation.

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

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

10 43. I have received numerous awards for my legal work. From 2017 to 2020, Super
11 Lawyers selected me as a "Southern California Rising Star." In 2016 and 2017, the National
12 Trial Lawyers selected me as a "Top 40 Under 40" attorney. I am also rated 10.0 ("Superb") by
13 Avvo.com.

14 44. I am on the California Employment Lawyers Association (CELA)'s Wage and
15 Hour Committee and Mentor Committee, and I was selected to speak at CELA's 2019 Advanced
16 Wage & Hour Seminar on the topic of manageability of class actions. Since 2013, I have
17 actively mentored young attorneys through CELA's mentorship program.

18 45. I am also an active member of the Consumer Attorneys of California (CAOC). In
19 2020, I was selected for a position on CAOC's Board of Directors. I am also a member of
20 CAOC's Diversity Committee, and I help assist the CAOC in defeating bills that harm
21 employees. Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for
22 CAOC, in defeating AB 443, which proposed legislation that sought to limit the enforceability of
23 California Labor Code § 226.

24 46. As the attorney responsible for day-to-day management of this matter at the
25 Wilshire Law Firm, I have over ten years of experience with litigating wage and hour class
26 actions. Over the last ten years, I have managed and assisted with the litigation and settlement of
27 several wage and hour class actions. In those class actions, I performed similar tasks as those
28 performed in the course of prosecuting this action. My litigation experience includes:

- 1 a. I served as lead or co-lead in negotiating class action settlements worth over \$10
2 million in gross recovery to class members in 2020.
- 3 b. To my knowledge, I am the only attorney to appear on each of the following *Top*
4 *Verdict* lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20
5 Labor & Employment Settlements, and Top 50 Class Action Settlements.
- 6 c. As lead counsel, on April 29 2021, I prevailed against CVS Pharmacy, Inc. by
7 winning class certification on behalf of hundreds of thousands of consumers for
8 misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct.
9 C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).
- 10 d. As lead counsel, I prevailed against Bank of America by: winning class certification
11 on behalf of thousands of employees for California Labor Code violations; defeating
12 appellate review of the court’s order certifying the class; defeating summary
13 judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.*
14 (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019
15 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2,
16 2018)). The decision certifying the class in *Frausto* is also discussed in *Class*
17 *Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call*
18 *Center Employees for Violation of State Law Wage and Hour Rules*, 35 A.L.R. Fed.
19 3d Art. 8.
- 20 e. I was the primary author of the class certification and expert briefs in *ABM*
21 *Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class
22 action for over 40,000 class members for off-the-clock, meal period, split shift,
23 and reimbursement claims. *ABM Industries Overtime Cases* is the first published
24 California appellate authority to hold that an employer’s “auto-deduct policy for
25 meal breaks in light of the recordkeeping requirements for California employers is
26 also an issue amenable to classwide resolution.” (*Id.* at p. 310.)³ Notably, the

27
28 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*

1 Court of Appeal also held that expert analysis of timekeeping records can also
2 support the predominance requirement for class certification. (*Id.* at p. 310-311.)
3 In 2021, the case settled for \$140 million, making it one of the largest ever wage
4 and hour class action settlements for hourly-paid employees in California.

5 f. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d
6 1057. The Ninth Circuit ruled in my client’s favor and held that non-class claims
7 under California’s Private Attorney Generals Act (“PAGA”) cannot be used to
8 calculate the amount in controversy under the Class Action Fairness Act
9 (“CAFA”). This case is cited in several leading treatises such as *Wright &*
10 *Miller’s Federal Practice & Procedure*, and *Newberg on Class Actions*. In
11 October 2016, the U.S. Supreme Court denied review of a case that primarily
12 concerned *Yocupicio*. That effort was led by Theodore J. Boutsous, who brought
13 the cert petition, with amicus support from a brief authored by Andrew J. Pincus.⁴
14 Considering that leading Supreme Court practitioners from the class action
15 defense bar were very motivated in undermining *Yocupicio* case, but failed, this
16 demonstrates the national importance of the *Yocupicio* decision.

17 g. On December 13, 2018, the United States District Court granted final approval of
18 the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global*
19 *Services, LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL
20 6616659 in which I served as lead counsel. In doing so, the Court found: “Class
21 Counsel’s declarations show that the attorneys are experienced and successful
22 litigators.” (*Id.* at p. *10.)

23 h. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a
24 reported decision permitting class-wide discovery even though the employer has a
25 lawful policy because “[t]he fact that a company has a policy of not violating the

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Connectivity Networks, Inc. (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL
1758048, *7.)

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

1 law does not mean that the employees follow it, which is the issue here.” The
2 court also ordered defendant to pay for the cost of *Belair-West* notice.

3 i. In 2013, I represented a whistleblower that reported that his former employer was
4 defrauding the State of California with the help of bribes to public employees.
5 The case, a false claims (*qui tam*) action, resulted in the arrest and criminal
6 prosecution of State of California employees by the California Attorney General’s
7 Office.

8 j. In 2013, I was part of a team of attorneys that obtained conditional certification
9 for over 2,000,000 class members in a federal labor law case for misclassification
10 of independent contractors that did crowdsourced work on the Internet, *Otey v.*
11 *CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the
12 following pro-plaintiff reported decisions:

- 13 1) 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding
14 that an unaccepted Rule 68 offer doesn’t moot plaintiff’s claims,
15 and granting plaintiff’s motion to strike defendant’s affirmative
16 defenses based on *Twombly/Iqbal*).
- 17 2) 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order
18 granting conditional collective certification).
- 19 3) 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming
20 the magistrate judge’s discovery ruling which held that “evidence
21 of other sources of income is irrelevant to the question of whether a
22 plaintiff is an employee within the meaning of the FLSA”).
- 23 4) 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting
24 broad discovery because “an FLSA plaintiff is entitled to discovery
25 from locations where he never worked if he can provide some
26 evidence to indicate company-wide violations”).

27 j. From 2012 to 2013, I was part of a team of attorneys that obtained class
28 certification for over 60,000 class members for off-the-clock claims, *Linares v.*

1 *Securitas Security Services USA, Inc.*, Los Angeles Superior Court No.

2 BC416555. We also successfully opposed subsequent appeals to the California
3 Court of Appeal and California Supreme Court.

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

23 48. Nicol E. Hajjar is an Attorney at Wilshire Law Firm. She graduated from
24 California State University Los Angeles and Western State College of Law. The National
25 Trial Attorneys selected her as a “Top 10 Wage and Hour Trial Lawyer”, and a “Top 40 under
26 40” attorney. Super Lawyers selected her as one of their “Rising Stars.” She was selected to
27 serve on CAOC’s Board of Directors in 2020 and is an active member of CAALA, CELA,
28 National Employment Lawyers Association (NELA), and the Women Lawyers Association of

1 Los Angeles. She sits on CELA's women's committee and wage and hour committee and was
2 selected to speak at CELA's 2020 Advanced Wage & Hour Seminar. Further, she has
3 extensively litigated employment cases for the past five years, including a successful wage
4 and hour trial wherein the jury awarded her wage and hour damages and she was awarded
5 PAGA penalties.

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

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

- 17 a. In the December 8, 2008 article "Billable Hours Aren't the Only Game in Town
18 Anymore," *NATIONAL LAW JOURNAL*, the following hourly billing rates were
19 reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense
20 of wage-and-hour class actions that I opposed when litigating wage-and-hour class
21 actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd
22 Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435,
23 8th Year - \$455. I am an 11th year attorney and Senior Partner, with most of my
24 experience in class action litigation as a primary practice area. Having
25 successfully briefed and argued a published appeal in the Ninth Circuit Court of
26 Appeals involving CAFA and PAGA, having experience certifying large class
27 actions (including *ABM Industries Overtime Cases*, which was decided on appeal),
28 and having received numerous awards for my legal work, my hourly rate should

1 be adjusted upward.

- 2 b. In the wage and hour class action *Savaglio, et al, v. WalMart*, Alameda County
3 Superior Court No. C-835687-7, Order Granting Class Counsel's Motion for
4 Attorneys' Fees, filed September 10, 2010, the Court approved hourly rates from
5 \$435 per hour for four years of experience to \$875 per hour for 51 years of
6 experience.
- 7 c. On January 19, 2021, the Hon. Elihu M. Berle of the Los Angeles County Superior
8 Court approved my \$750 hourly rate when he granted final approval of the class
9 action settlement in *Faye Zhang v. Richemont North America, Inc.*, No.
10 19STCV32396.
- 11 d. On December 13, 2018, the United States District Court granted final approval of
12 the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global*
13 *Services, LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL
14 6616659 in which I served as lead counsel. In doing so, the Court approved my
15 then \$600 hourly rate and found: "Class Counsel's declarations show that the
16 attorneys are experienced and successful litigators." (*Id.* at p. *10.)

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

19 Executed on September 16, 2021, at Los Angeles, California.

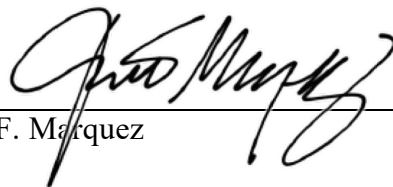
20
21 
22 Justin F. Marquez

Exhibit 1

1 T. Scott Belden, SBN 184387
2 scott@bbr.law
3 David D. Blaine, SBN 196124
4 david@bbr.law
5 Daniel M. Root, SBN 311840
6 droot@bbr.law
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18 nicol@wilshirelawfirm.com
19 Rachel J. Vinson, SBN 331434
20 rvinson@wilshirelawfirm.com
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24 Telephone: (213) 381-9988
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26 Attorneys for Plaintiff,
27 JOSE AGUILAR SANDOVAL

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

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

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.
28

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: Mary 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

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Sandoval v. Madland Toyota-Lift

Monday, August 9, 2021

Requesting Attorneys Name:	Justin Marquez Esq.
E-Mail Address:	Justin@wilshirelawfirm.com
ILYM Group Contact	Sean Hartranft
E-Mail	Sean@ilymgrouppclassaction.com
Contact Number	949.690.2564

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Estimated Class Size	120
Estimated Percentage of Undeliverable Mail	10%
Certified Spanish Translation	Yes
Case Website	Yes
NCOA	Yes

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	5	\$600.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objections	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	4	\$280.00
NCOA	Flat Fee	\$75.00	1	\$75.00
Toll-Free Call Center Support	Flat Fee	\$100.00	1	\$100.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
ILYM Group Static Website, Includes Hosting	Flat Fee	\$750.00	1	\$750.00
Weekly Reports	Flat Fee	\$500.00	1	Waived

Subtotal \$3,265.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$2.00	120	\$240.00
USPS First Class Postage	Per Piece	\$0.55	120	\$66.00
Re-Mails (Skip Trace/Undeliverable/Requests)	Per Piece	\$2.50	12	\$30.00
Storage, Photocopies, Deliveries	Flat Fee	\$300.00	1	\$300.00

Subtotal \$636.00

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check Stub & Release - (including W-2 & 1099)	Per Check	\$2.00	120	\$240.00
Check Mailing Postage	Per Piece	\$0.55	120	\$66.00
Re-Mails (Skip Trace/Undeliverable/Requests)	Per Piece	\$2.50	7	\$18.00
Preparation of Taxes	Hourly	\$125.00	10	\$1,250.00
Annual Filing of Tax Return	Per Year	\$1,200.00	1	\$1,200.00

**Additional Bank fees may apply*

Subtotal \$3,599.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Declarations	Hourly	\$125.00	3	\$375.00

Subtotal \$815.00

Will Not Exceed: \$8,965.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

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.

MADLAND TOYOTA-LIFT, INC.

///

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 **September 16, 2021**, at Los Angeles, California.

4 Min Jee Kim
5 _____
6 Type or Print Name

7 
8 _____
9 Signature