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Attorneys for Plaintiff Michael Daw,
individually and on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

MICHAEL DAW, individually and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

RRL CORPORATION; and Does 1-10,
Inclusive,

Defendants.

Case No.: 30-2020-01157398-CU-OE-CXC

Hon. Randall J. Sherman - Dept. CX-105

**DECLARATION OF MICHAEL DAW
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION TO APPROVE
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT**

[Motion; Declaration of Jonathan M. Lebe;
Report re: Compliance with Procedural
Guidelines; and [Proposed] Order Filed
Concurrently Herewith]

Hearing Information:

Date: December 3, 2021

Time: 10:00 a.m.

Location: Dept. CX-105

Reservation No.: 73631040

DECLARATION OF MICHAEL DAW

I, Michael Daw, declare as follows:

1. I am the Named Plaintiff/Representative in the above-captioned lawsuit. I have personal knowledge of all the facts stated herein. As such, I could and would competently testify to these facts in court, under oath, if requested to do so.

2. Defendant RRL Corporation (“Defendant”) is an automobile dealership located in Westminster, California that sells new and used automobiles and services automobiles. I worked as a Service Consultant for Defendant from approximately November 27, 2017 to approximately April 20, 2020. I suffered from various wage and hour violations during my employment with Defendant. Specifically, I and other employees of Defendant were not paid for all our hours worked based on Defendant’s failure to pay for non-productive time, such as time spent on required meetings, training, and administrative tasks and clerical work, Defendant’s failure to provide accurate itemized wage statements, Defendant’s failure to provide meal and rest breaks, Defendant’s failure to reimburse all necessary business expenses, including but not limited to use of personal cellular telephones, and Defendant’s failure to pay all final wages.

3. I was informed that if I were to file this matter as a representative action, I would be acting on behalf of not just myself, but also all other aggrieved employees of Defendant who also were subjected to these same wage and hour violations. I understood that any representative action lawsuit could take several years to complete and would require my commitment and services throughout. I also understood that had I acted for myself alone, I may have had a speedier outcome had I proceeded with a claim through the Labor Commissioner's office.

4. On June 16, 2020, my attorneys gave written notice to the Labor and Workforce Development Agency (“LWDA”) of my intent to assert a claim under the Private Attorneys General Act (“PAGA”) and the basis for the claim.

5. On July 29, 2020, my attorneys gave amended written notice to the LWDA.

6. On August 27, 2020, my attorneys filed this case on behalf of all hourly and/or non-exempt aggrieved employees in California employed by Defendant.

1 7. As representative for hourly or non-exempt employees of Defendant, I was
2 informed I could be held responsible for Defendant's legal costs if the case were to be lost, with a
3 judgment for legal fees and costs entered against me. Even though my attorneys indicated they
4 would assume responsibility for payment of any judgment taken against me, the judgment would
5 still be filed in my name and searchable through the various internet search vehicles, such as
6 Google and court databases.

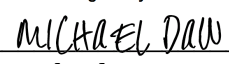
7 8. I was unable to attend the mediation which eventually led to the proposed
8 settlement on March 8, 2021. However, in preparing for this mediation, I actively discussed the
9 case with my attorneys Mr. Lebe and Ms. Loera, including numerous and lengthy phone calls
10 regarding my experiences working for Defendant, including the non-productive activities I was
11 required to perform for Defendant and how often I missed my meal and rest breaks. During the
12 mediation, my attorneys informed me that Defendant was open to settling on a representative basis,
13 which would mean I would be representing aggrieved employees. Sometime after the agreement
14 to settle, my attorneys sent the agreement for me to review and sign. I understood the settlement
15 process involved mailing a notice to all aggrieved employees telling them about the settlement and
16 receive a payment for the wage and hour violations they suffered.

17 9. I have taken my duties and responsibilities as a Representative seriously by doing
18 all of those things mentioned above and staying in touch with my attorneys during this case. I
19 believe this was a good settlement for my fellow aggrieved employees. They are receiving money
20 they would not have otherwise had if I had not filed this case and done all of this work. I take
21 great pride in that.

22 10. My request for the \$10,000 service payment is fair because I: a) initiated this
23 lawsuit; b) did all of the work; c) stayed in touch with my attorneys throughout the entire case; d)
24 answered questions asked of me by my attorneys; e) risked paying legal costs if we lost the case;
25 f) stigma for filing a representative lawsuit and potential negative impact on job opportunities; g)
26 reviewed and signed the settlement agreement; h) gave a general release of all claims against
27 Defendant; and i) the substantial time spent both before and after this case was filed through the
28

1 present time, which is time lost from doing other things in life and time I was not free from worry
2 about the outcome of this case.

3 I declare under penalty of perjury of the laws of the State of California that the foregoing
4 is true and correct and that this declaration is executed on 10/21/2021 in Garden Grove,
5 California.

7 DocuSigned by:
8 
9 Michael Daw
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