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Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MARGARITA SANDOVAL MENDOZA, on
behalf of herself and all others similarly situated
aggrieved employees;

Plaintiffs,

v.

STREAMLINE FINISHES, INC. a Delaware
Corporation; and DOES 1 through 50, inclusive;

Defendants.

CASE NO.: 30-2021-01207462-CU-OE-CXC

Assigned to the Hon. Melissa R. McCormick

**DECLARATION OF PLAINTIFF
MARGARITA SANDOVAL MENDOZA IN
SUPPORT OF MOTION TO
APPROVE PAGA SETTLEMENT**

Hearing Information:

Date: December 19, 2024

Time: 2:00 p.m.

Dept.: CX104

Reservation No.: 74346310

DECLARATION OF MARGARITA SANDOVAL MENDOZA

I, Margarita Sandoval Mendoza, hereby declare:

1. The facts set forth herein are true of my own personal knowledge, and if called upon to testify thereto, I could and would competently do so under oath.

2. I am the named Plaintiff in this action.

3. On or around June 25, 2021, a complaint was filed to include a single cause of action under the Private Attorneys General Act ("PAGA") entitled *Margarita Sandoval Mendoza v. Streamline Finishes, Inc.*, Case No. 30-2021-01207462-CU-OE-CXC in the Superior Court of California, Orange County, on behalf of myself, and all other current and former non-exempt employees who are similarly situated.

4. I was employed by Streamline Finishes, Inc., as a non-exempt employee with the title of "Inventory Associate" during the relevant time period. I and other aggrieved employees were employed as non-exempt employees of Defendant and were responsible for all aspects of Defendant's business in California. I have been subjected to the same employment policies and practices that affected other similarly aggrieved employees of Defendant in California during the relevant time period.

5. As a non-exempt employee employed by Defendant, I was not paid all wages owed. I was also not authorized or permitted to take off-duty rest periods and did not receive rest period premiums for missed or non-compliant rest periods. I was not provided with all compliant meal periods or paid missed meal period premiums for non-compliant meal periods. I was also not issued accurate itemized wage statements.

6. I understand that, as a PAGA Representative, I have a duty to look out for and protect the interest of the PAGA aggrieved employees as a whole. I do not believe, nor do I have any reason to believe, that my interests in this lawsuit are in conflict or antagonistic to those of my fellow aggrieved employees. Given the various defenses asserted by Defendant, I believe, along with my attorneys, that the settlement obtained is fair and reasonable to the aggrieved employees.

7. As the named Plaintiff in this action, I provided invaluable assistance to Counsel and the aggrieved employees in this case, including providing information, wage and hour

1 documentation, wage statements, my payroll records and personnel file and factual background for
2 the allegations in the PAGA Notices, and Complaints. I also provided invaluable information in
3 preparation for mediation and was available at mediation. I also participated in various phone calls
4 with my lawyers to discuss litigation and settlement strategy and reviewed the settlement
5 documents. My efforts were instrumental in securing the favorable terms of the Settlement
6 Agreement, which will provide monetary compensation to the similarly aggrieved employees of
7 Defendant. I also agreed to participate in this case with no guarantee of personal benefit.

8 8. From the inception, I spent time speaking with my attorneys, seeking updates on the
9 case and providing paperwork related to Defendant and its pay practices and policies and
10 procedures. During this time, I also provided all the relevant factual background information
11 required for drafting the PAGA Notices, Complaints, and mediation brief. Thereafter, from time to
12 time, I was also responsible for participating in phone calls with my lawyers to discuss litigation
13 and settlement strategy and review the settlement documents. My efforts were instrumental in
14 securing the favorable terms of the Settlement. I played a vital role in various aspects of this
15 litigation, including investigation, filing the PAGA Notices, Complaints, discovery, mediation and
16 settlement.

17 9. This case also involved risks for me, such as the potential risk of having to pay
18 Defendant's costs if we lost. Disregarding these risks, I pursued this case on behalf of the
19 aggrieved employees and the State of California to a successful resolution and settlement. Further,
20 as part of the Settlement, I am agreeing to a general release of all claims, which is broader than the
21 release of claims that the members of the class will agree to if they wish to participate in the
22 settlement.

23 10. I have not received and will not receive any benefits in connection with this action
24 other than my portion of the general settlement and requested service award.

25 11. It is my understanding that based upon my industrious efforts as the named Plaintiff
26 in this action, I may be entitled to a Service Award. I respectfully request that the Court grant this
27 award to me in the amount of \$7,500 in addition to my pro rata share of the settlement fund.

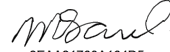
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1 12. In light of what I have done for the class and the hard work we put in, I believe that
2 the requested award is fully warranted and respectfully request that it be granted. Moreover, I
3 voluntarily undertook a significant amount of risk by publishing my name and putting my time and
4 reputation on the line to represent the aggrieved employees. Regardless of these risks, I put the
5 interests of the aggrieved employees before mine.

6 13. My attorneys have informed me that the Contingency Fee Agreement I signed with
7 my attorneys contains a fee-sharing provision, which I consented to. My attorneys have agreed to
8 split the total attorneys' fees earned in this matter equally, and I have agreed to this fee-sharing
9 arrangement.

10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct this 7/24/2024 at 7/24/24 County, California.

DocuSigned by:



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Plaintiff, Margarita Sandoval Mendoza