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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

CARMEN LOPEZ and PETE
JARAMILLO, individually, and as a
representative of other aggrieved
employees,

Plaintiff,

vs.

VEHICLE PROTECTION SPECIALISTS,
LLC, a limited liability company;
DANIEL LAURENT, an individual, and
DOES 1 through 250, inclusive,

Defendants.

Case No.: 30-2020-01174402-CU-OE-CXC

The Honorable Lon F. Hurwitz

CLASS ACTION

**CORRECTED DECLARATION OF BRENT S.
BUCHSBAUM IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 4, 2024

Time: 1:30 p.m.

Dept.: CX103

Action Filed: 12/14/20

FAC: 11/09/21

SAC: 08/07/23

DECLARATION OF BRENT S. BUCHSBAUM

I, Brent S. Buchsbaum, declare as follows:

1. I am an attorney at law, duly licensed to practice law in all of the Courts in the State of California, and I am a partner of Buchsbaum & Haag, LLP, the law firm that represents Plaintiffs and the putative class. I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently to them.

2. I obtained my law degree from the University of San Diego School of Law in 1997, and began practicing employment law, representing employees, in 1998.

3. For the last 25 years, I have worked almost exclusively in the area of employment law, and have litigated hundreds of disputes involving alleged wage and hour violations, including claims for meal periods, rest periods, waiting time penalties, unreimbursed business expenses, and unpaid overtime.

4. In 2004, I became a named partner in the Law Offices of Carlin & Buchsbaum, LLP. My law partner, Mr. Carlin, had previously been operating the Law Offices of Gary R. Carlin since 1975 and has been practicing primarily in the area of employment law for the last 45 years. He is AV-Rated by Martindale-Hubbell and has tried in excess of 75 cases. He has also authored chapters in Employment Law textbooks for Thomson, Reuters, and is widely considered an expert in the field. We had one of the larger plaintiff's-side employment law practices in the State---with 13 full-time attorneys at one point. Since 2020, I have been a partner and owner of the Law Offices of Buchsbaum & Haag, LLP.

5. I have represented plaintiffs in a wide variety of employment disputes, and have obtained a jury verdict in excess of 1 million dollars in a widely publicized case, ***Carter Stephens v. City Of Pasadena***, which involved racial discrimination in a City Fire Department. In connection with this, I was nominated as Trial Lawyer of the Year by the Consumer Attorney Association of Los Angeles.

6. Thomson & Reuters has named me a "Superlawyer" in the area of Employment Law for 2011-2023.

7. My firm is actively involved in class action litigation, and we are currently litigating more than 20 class and/or PAGA representative lawsuits. Within the last 5 years alone, I was approved as class counsel in a \$1.9 million wage and hour settlement in the case of **Philip Hughes v. Pattern** (CIVSB2207056); a \$1.9 million wage and hour settlement in a Federal District Court class Action, **Diaz v. Solar Turbines** (3:20-cv-01156-WQH-KSC); a \$900,000 wage and hour settlement in LASC (**Hill v. Wash Laundry**, BC 557047). That case, which involved almost 400 class members, primarily centered around allegations that delivery drivers were denied meal periods and overtime. I was approved as class counsel in the case of **McCombs v. Robertson Ready Mix** (19STCV33829), which was a prevailing wage overtime case that settled for \$970,000. I was approved as class counsel in a Federal District Court case, **Charles v. Airgas** (2: 18cv-1937-JGB-SHK), which was settled for \$1,300,000. I was approved as class counsel in a \$1,200,000 class action settlement involving wage and hour record keeping violations in the case of **Hardin v. Gensler** (BC646526). I was approved as class counsel in a \$250,000 wage and hour class action settlement in the Orange County Superior Court (**Bonaparte v. Career Connections Staffing**, 30-2014-00725886). That was a misclassification case, with derivative claims for unpaid overtime and meal period premiums. I was approved as class counsel in a \$1,700,000 wage and hour settlement in **Cambero v. TFC** (BC 689221). The Los Angeles County Superior Court approved me as Class Counsel for two certified subclasses in **Nichols v. Pacific Wine Distributors** (BC525954) and Final Approval was granted in that case for a settlement of \$300,000. The San Bernardino County Superior Court recently appointed me as class counsel in a \$364,000 class action settlement in **Clemann v. Victoria Development Company** (CIVDS1414968). I was approved in Los Angeles County Superior Court, in Department 310, in the case of **Figueroa v. S&S Petroleum** (BC557369), which was a \$250,000 wage and hour class action settlement, and also in Department 307 in a wage and hour class action in **Beaver v. Roadrunner** (BC603585) for \$220,000. I was approved as class counsel in **Mirasol v. Emcore** (BC604058), which was another wage and hour class action settlement that was approved for \$300,000. I was lead trial counsel in a “PAGA only” settlement in **Faller v. Ernst & Young, US, LLP** (BC 604058), which was approved for

1 \$500,000. I was approved by the San Bernardino County Superior Court as class counsel in a
2 \$455,000 meal period wage and hour class action in **Griffin v. ERRG** (CIVDS 1610157). I was
3 approved as class counsel in a \$965,000 wage and hour case in the Orange County Superior
4 Court in **Orr v. Safestep** (30-2017-0094692-CU-OE-CXC) I was the lead trial counsel or co-
5 lead trial counsel in each of these cases, and personally negotiated settlements in each of these
6 cases. The fees awarded in each case were 33.3 percent of the gross fund, which we believe is
7 the appropriate market rate.

8 8. I am an active member of the California Employment Lawyers Association
9 (“CELA”) for many years, and am also a member of the Los Angeles County Bar Association
10 Employment Law Section. I have been lead trial counsel on over 1000 employment law cases,
11 and at least half of those have included a wage and hour component. I’ve also been retained and
12 testified as an expert in the area of employment litigation.

13 9. On November 2, 2020, Plaintiff Lopez filed a PAGA notice with the Labor and
14 Workforce Development Agency (“LWDA”). On December 14, 2020, Plaintiff filed a Class
15 Action Complaint. On November 9, 2021, Plaintiffs filed a First Amended Complaint, adding
16 Mr. Jaramillo as a plaintiff. The First Amended Complaint alleged that Defendant failed to: (1)
17 pay all wages, including minimum wages and overtime; (2) pay overtime at proper rates; (3)
18 provide required meal periods and rest breaks, including failure to record same; (4) pay wages
19 due at termination; and (5) provide accurate wage statements.¹ (Buchsbaum Decl. ¶9). On
20 August 7, 2023, Plaintiffs filed a Second Amended Complaint, adding a claim under the Private
21 Attorney General Act. Plaintiffs sought to recover back wages, premiums, and statutory and
22 civil penalties for themselves and Class Members. Plaintiffs posited several theories of Class
23 liability against Defendant in support of their alleged claims. The primary claim was that the
24 Defendant miscalculated the regular rate for overtime purposes. Specifically, putative class
25 members received performance-based bonuses and commissions in addition to hourly wages.

26
27 ¹ The complaint also includes causes of action for unfair competition (B&P Code §
28 17200).

1 The plaintiffs contended that there was an unpaid overtime problem because the Defendant did
2 not include these bonus earnings in the regular rate calculation. The Defendant, on the other
3 hand, claimed that if the regular rate issue was a concern, the calculation discrepancies were not
4 intentional and created minor underpayments.

5 10. Additionally, approximately 10% of the class were paid under minimum wage
6 at least for a few pay periods. The total exposure, however, for the minimum wage
7 underpayments and regular rate calculations, with interest, only amounted to \$21,879.

8 11. This regular rate miscalculation and minimum wage issue potentially created
9 significant exposure to waiting time penalties, since these underpayments were not paid
10 immediately upon separation in violation of Labor Code §201. There were approximately 138
11 former employees in the class period, which translated to \$450,971 in potential waiting time
12 penalties. However, only approximately half of these individuals were subject to the regular
13 rate calculation error or minimum wage error. However, all the class members had some form
14 of unpaid wages at issue, as there were minimum wage arguments that were also based on the
15 inaccuracy of the time records, which frequently were just reported as round hours without any
16 actual evidence of time records associated with that round number. In any event, the Defendant
17 contended there were good faith defenses to these underpayments, and thus the availability of
18 any waiting time penalty at all was not a sure thing and was a significant risk of the litigation.

19 12. The Defendants biggest risk related to the meal and rest period policies. The
20 Defendants have a potentially problematic meal period policy: The workers do not take their
21 meal when it is convenient to do so at any time prior to the end of the 5th hour. Rather, there is a
22 set meal period time from 12 pm to 1 pm. That is a significant issue because the workers start at
23 7 a.m, which means that if they are on a call at 12 p.m and can't hang up on the customer, the
24 meal ends up being late. This is borne out in the records, which show that in 43% of the shifts,
25 there is a late meal period. Some of the meal periods are just 1 to 5 minutes late (31.9%) but a
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1 substantial majority are greater than 11 minutes late. The sampling we have reviewed, however,
2 shows no history of the company ever paying meal period premiums.

3 13. Under the California Supreme Court's ruling in *Donohue v. AMN Services*, there
4 is a presumption that meal period records that show non-compliance with the timing
5 requirements subject the employer to a meal period premium. As a result, we start with the
6 premise that these late meal periods constitute violations, which on a class basis extrapolate out
7 to \$245,200 in unpaid premiums. There are an additional \$15,388 owed for short meal periods.
8 There is interest owed on these premiums in the amount of \$59,841.

10 14. The Defendant, on the other hand, contended that employees were required to
11 stop working at noon, even if there was a pending call, and that this policy was enforced. This
12 raised the specter of individual issues impacting certification and resulted in a significant
13 discount to the settlement value of the claim.

15 15. The Defendant's Rest Period Policy states the following: "Employees should not
16 clock out for break times and *must say in the assigned work area during the break.*"

17 16. In our view, this rest period policy was problematic because the policy, by its
18 own terms, fails to relinquish control over the employees during rest periods. As a result, the
19 employees are unable to use their time as they wish. While there are practical limitations as to
20 what can be accomplished within a 10-minute rest period, the Defendant's policy forecloses the
21 employee's options. Notably, the Division of Labor Standards Enforcement's website takes a
22 clear position regarding "on premises" rest break policies in its "Frequently Asked Questions"
23 Section, as well as in the DLSE Enforcement Manual:

24 **Q: Can my employer require that I stay on the work premises during my rest**
25 **period?**
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1 **A: No, your employer cannot impose any restraints not inherent in the rest**
2 **period requirement itself. In *Augustus v. ABM Security Services, Inc.*, (2016)**
3 **5 Cal.5th 257, 259, the California Supreme Court held that the rest period**
4 **requirement “obligates employers to permit and authorizes employees to**
5 **take off-duty rest periods. That is, during rest periods employers must**
6 **relieve employees of all duties and relinquish control over how employees**
7 **spend their time.” As a practical matter, however, if an employee is**
8 **provided a ten minute rest period, the employee can only travel five minutes**
9 **from a work post before heading back to return in time.”**

10
11 17. Assuming a 100% violation rate, the rest period exposure extrapolated to the
12 class is approximately \$777,436 in rest period premiums and associated interest.

13
14 18. That said, the Defendants produced a compliant rest period policy from an
15 employee handbook, which did relinquish control during rest periods. As a result, there were
16 two conflicting policies at issue, and determining which one controlled raised significant risk to
17 the viability and certification of the claim, resulting in a substantial discount to the settlement
18 value based on a 100% violation rate.

19
20 19. The wage statement claim was premised on the Defendant’s failure to accurately
21 track hours worked and then reporting these estimates in the paystubs. There were only 88
22 employees within the statutory period for the paystub clam, with a maximum exposure of
23 \$159,300. However, establishing that the employees “suffered injury” under the statue was a
24 challenge and resulted in a significant discount of the settlement value of this claim.

25 20. The PAGA claims were all derivative of the claims above, and based on 2489
26 pay period, the maximum exposure was \$248,000 in penalties, though we found that this
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1 number was likely to be substantially reduced by the court due to the overlapping statutory
2 penalties and under the Court's discretionary powers.

3 21. The gross exposure of the claims at issue in the operative complaint are as
4 follows: (1) \$21,879 for unpaid minimum wages and regular rate underpayments; (2) \$450,971
5 for waiting time penalties; (3) \$245,200 in unpaid meal premiums for late meals; (4) \$15,388 for
6 unpaid premiums for short meals; (5) \$59,841 in interest in unpaid meal period premiums; (6)
7 \$159,300 in paystub penalties; (7) \$777,436 in rest period premiums; and (8) \$248,900 in
8 PAGA penalties. This totals gross theoretical exposure of \$1,978,915.
9

10 22. While the case settled for significantly below that amount (\$275,000) the
11 settlement reasonably reflects the risks associated with these claims. We viewed the risk related
12 to the unpaid minimum wages and regular rate payments as relatively low, but the regular rate
13 claims in particular were subject to dispute over whether the bonuses paid were discretionary. If
14 so, they were not includable in the regular rate. We attributed a settlement value to these claims
15 of \$15,000 to adjust for this risk.
16

17 23. The waiting time penalty was premised on all 138 former employees being owed
18 wages upon separation. However, only approximately 25 of these were underpaid minimum
19 wage, which would have yielded a waiting time penalty of approximately \$75,000. The other
20 underpayments were either subject to a good faith dispute (i.e. discretionary bonuses related to
21 regular rate pay) or would likely have involved highly individualized inquiries. For example,
22 the pay records were in many cases formulaic and did not appear to be organic, accurate
23 descriptions of working hours. That is, many of the records appeared to look like schedules
24 rather than actual working hours. However, given the absence of actual time records refuting
25 these entries, establishing who was underpaid, when, and how much was in all likelihood going
26 to make certification of this issue very difficult. As a result, we viewed the waiting time penalty
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1 claim as far less valuable for settlement purposes than the gross exposure. We viewed the
2 realistic, adjusted settlement value of the claim to be no more than \$85,000.

3 24. The premiums related to meal periods were subject to considerable dispute. The
4 Defendant claimed that its systems shut down prior to the end of the 5th hour so that a uniform
5 meal period could occur, and that if time records showed late punches that was just because the
6 employee clocked out late while performing no additional work. Moreover, many of the class
7 members worked remotely from home, so arguing that they could not take a meal when they
8 wanted was challenging from that standpoint, and would have raised the potential of many
9 individual inquiries, jeopardizing certification. Similarly, pursuant to the *Brinker Restaurant*
10 *Corporation v. Superior Court* decision, just taking a late meal does not mean a premium is
11 owed. The question then becomes why the meal was late, whether the meal was waived, and
12 what circumstances led to the late meal. Those are highly fact specific inquiries that
13 jeopardized certification to a substantial degree. As a result, although the gross exposure was
14 over \$300,000, we viewed the realistic settlement value of these claims as only 10%, or
15 \$30,000.

16 25. The largest potential exposure related to the rest period claims, but it was solely
17 premised on a rest period policy that failed to relinquish control. That arguably violated rules
18 established by the California Supreme Court in *Augustus v. ABM Securities*. That said, the
19 Defendant produced another rest period policy that was complaint and relinquished control, and
20 claimed that was the actual policy at issue. This raised the spectre of a situation where each
21 class member would have to be asked which policy they were provided, whether they read it,
22 and whether they understood it was enforced. The fact that a large number of the class members
23 worked from home compounded the difficulties further, as arguing lack of freedom working out
24 of home was a large challenge. The potential problems with this claim were so significant that
25 we only attributed a settlement value of \$40,000 to this claim.

26 26. The paystub claim was premised on time entries that were entered manually in
27 round increments rather than captured by a time-keeping system. Anecdotally, we understood
28 that working hours sometimes continued past the scheduled day, so there was good reason to

1 believe that the records were not entirely accurate. Arguably, this created exposure under Labor
2 Code §226(a), but again proving which pay stubs were inaccurate was likely to be an almost
3 insurmountable task. We thus attributed only \$35,000 to this claim on a risk-adjusted basis.

4 27. The PAGA exposure was approximately \$250,000, but this was a completely
5 derivative claim that had the same liability and exposure risks as the statutory violations upon
6 which they were premised. Moreover, under PAGA the Court had discretion to reduce the
7 award so that it would not be confiscatory. We viewed this scenario as likely, since a PAGA
8 penalty on top of a statutory penalty had an element of double recovery. As a result, we viewed
9 the PAGA claim as having a risk adjusted value of \$25,000.

10 28. The total risk-adjusted settlement value of this case was, in my view and subject
11 to my experience in similar cases, approximately \$230,000. There were also litigation costs and
12 attorney's fees that might have been recoverable. As a result, I believe based on considerable
13 experience litigating wage and hour class actions, that the \$275,000 settlement was appropriate
14 and in in the interests of the class.

15 29. As set forth in greater detail above, based on our analysis of documents produced
16 by Defendant (including time and payroll records, wage statements, and policies and procedures
17 manuals) and information provided during interviews, I was able to realistically assess the value
18 of the class claims and intelligently engage defense counsel in settlement discussions that
19 culminated in the proposed settlement now before the Court.

20 30. By engaging in a thorough investigation and evaluation of Plaintiff's claims, I
21 can state with confidence that the Settlement, for the consideration and on the terms set forth in
22 the Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of Class
23 Members in light of all known facts and circumstances, including the risk of significant delay
24 and uncertainty associated with litigation, various defenses asserted by Defendant, the prospect
25 of an adverse judgment on liability by the jury, and potential appellate issues. The investigation
26 included receipt and analysis of class data, hiring an expert statistician to review and extrapolate
27 from the random sample of time and pay records, and obtained information about the class size,
28 the PAGA Member size, the average rates of pay and other records, including wage and hour

1 policies.

2 31. While the total exposure at 100% violation rates was over \$1.5 million as
3 discussed above, the realistic settlement value was considerably lower due to the liability risks
4 associated with the Defendant's defenses, as well as the overall certification risk with regard to
5 multiple claims. The PAGA penalties, moreover, were subject to substantial reduction by the
6 court under its discretionary powers. Given all of these factors, we believe this is a fair
7 settlement that is in the best interests of the class.

8 32. The Parties participated in mediation with Glenn Lerman who has extensive
9 experience mediating wage and hour class actions. Mr. Lerman helped to manage the Parties'
10 expectations and provided a useful, neutral analysis of the issues and risks to both sides. At all
11 times, the Parties' negotiations were adversarial and non-collusive. Through Mr. Lerman's
12 efforts and guidance, the Parties reached this Settlement at the completion of a full-day of
13 mediation.

14 33. The Parties were represented by experienced class action counsel throughout the
15 negotiations resulting in this Settlement. I regularly litigate wage and hour class actions and
16 have reached numerous class action and representative settlements. The Defendant's lawyers
17 are also sophisticated, experienced class action lawyers. See Declaration of Brent S.
18 Buchsbaum, at ¶¶1-8.

19 34. We were cautiously optimistic about the chances of prevailing on the class
20 claims, as well as the additional representative PAGA claims. Nevertheless, we recognized that
21 had the litigation continued, we may have encountered significant legal, practical, and factual
22 hurdles that could have prevented the Class from obtaining any recovery, including failure to
23 certify a class.

24 35. The time and effort—not to mention the uncertainty (which is more fully
25 described above)—that would be expended to pursue further litigation may easily eclipse the
26 amount that is recoverable. For example, if this action had settled following additional
27 litigation, the settlement amount would likely have taken into account the additional costs
28 incurred, and there may have been less available for Class Members. Plaintiff and his counsel

1 would have had to devote considerable time and resources towards trial and the difficult and
2 complicated issues of proof.

3 36. In short, given the substantial risks in litigating this action, and the uncertainty of
4 success, the Settlement represents a reasonable compromise of Plaintiff's claims, and ensures
5 that Class Members receive a fair and adequate recovery.

6 37. The Parties have negotiated an enhancement payment for the class
7 representatives in the amount of \$7,500 each for their efforts in bringing the original action,
8 serving as private attorney general under PAGA, assisting counsel with discovery, regularly
9 conferring with counsel on the status of his case and the strategies for prosecuting the claims,
10 attending an all-day mediation session, and reviewing the proposed settlement to ensure that its
11 terms are fair and that it provides adequate relief for the Settlement Class. They are also
12 signing a general release.

13 38. The proposed Settlement Class consists of 235 individuals, making joinder of all
14 Class Members impracticable.

15 39. Because all Class Members are either current or former direct employees of
16 Defendant, the class is readily ascertainable from Defendant's regular business records.

17 40. The California statutes relating to the Plaintiffs' claims apply with equal force
18 and effect to all Class Members. Factually, Defendant's policies and practices apply class-wide
19 and Defendant's liability can be determined by facts common to all members of the class. The
20 wage and hour issues are both numerous and substantial, and a class action is the most
21 advantageous method of dealing with the claims of the Settlement Class Members.

22 41. Plaintiffs' wage and hour claims are typical of the proposed Settlement Class
23 because they arise from the same factual basis and are based on the same legal theories
24 applicable to the other Class Members. Likewise, Plaintiffs' interests are entirely coextensive
25 with the interests of the Class. Plaintiffs were injured by the same company-wide practices to
26 which the proposed Settlement Class was subject and seek the same relief. Plaintiffs have
27 already demonstrated their ability to advocate for the interests of the Class by initiating this
28 litigation, undertaking extensive class discovery, and evaluating the proposed settlement to

1 ensure that it is fair.

2 42. Additionally, Plaintiffs are represented by competent counsel who has extensive
3 experience in litigating wage and hour class action cases. See Buchsbaum Dec., at §§1-8.
4 Plaintiff's Counsel have successfully briefed, argued, certified, and gained court settlement
5 approval of the same class-wide causes of action that are at issue in this case. Plaintiff's
6 Counsel's wage and hour class action expertise establishes they are well qualified to represent
7 the interests of this Class.

8 43. A class action is superior to a multitude of individual lawsuits. Given the size
9 and amount of each individual Class Member's claim, Class Members likely have little
10 incentive to litigate their claims on an individual basis because the out-of-pocket expense and
11 personal commitment necessary to litigate each claim outweighs any potential recovery. In
12 sum, class treatment is superior to individual, case-by-case adjudication.

13 44. The expenses pertaining to this case are reflected in the books and records of
14 my firm. The expenses include the initial filing fee (\$1,493.56.00), consulting for statistical
15 analysis of data (\$2,062.50), the mediation (\$6,250) and numerous charges for filings and
16 copying. The total costs amount to \$14,124.65, which is significantly more than the \$10,000
17 we are requesting and represents a real negative balance for the firm. A copy of the internal
18 records of the firm's expenses is attached as Exhibit "A".

19 45. My firm does not have hourly clients, and all our cases are contingency. I am
20 familiar with the contingent fee market in the Los Angeles area, among other regions in
21 California, particularly as it pertains to complex employment, wage and hour, and class action
22 litigation, based on my experience primarily representing plaintiffs in complex litigation on a
23 contingency fee basis since 2012. I routinely review filings in Orange County Superior Court
24 and pay attention to the hourly rates that are cited by contingency lawyers with similar
25 background and experience as myself. Contingency fee agreements with plaintiffs, both as
26 individuals and as representatives in class action suits, commonly provided that counsel will
27 receive a fee that is between 33.3% and 40% of the recovery that is obtained, and, in addition,
28 that counsel be reimbursed for the costs they incurred of a recovery amount. These are typical

1 and standard percentages in employment related contingency agreements in the Los Angeles
2 and Orange County area. Indeed, in my opinion, the Plaintiffs could not have retained
3 competent counsel in California, particularly with the considerable skill and expertise of my
4 firm in wage and hour litigation and other complex litigation for any amount significantly less
5 than the contingency fee percentage described herein. This experience was invaluable in
6 adjudicating the issues presented in this case, and supports the reasonableness of the fee
7 request. Moreover, my firm has not received any fees on this case to date, and we have
8 advanced costs in excess of what we are requesting the court to approve.

9 46. Based on the totality of the circumstances, I believe that the result achieved in
10 this case is a fair, reasonable and adequate outcome for the Class Members, and also furthers
11 the goals of California's labor laws under PAGA.

12 47. I concede that the Court has been critical of some of this office's handling of
13 the case, but that does not detract from the positive result I achieved for the class. Moreover,
14 at the October 18, 2023 hearing, I personally addressed one of the court's criticisms, which
15 was that a filing related to Preliminary Approval was untimely. I explained to the Court that
16 the filing that was untimely was solely related to the Defendant not signing the Stipulation,
17 and that I filed it as soon as I had a signature. The Court continued the hearing to March 22,
18 2024, and also continued the OSC re Sanctions for late filing. Leading up to the filing
19 deadline, I was very cognizant that the Court wanted me to explain, in Declaration form, my
20 explanation for the late filing at the prior hearing. I prepared a Declaration summarizing what
21 appears in this paragraph, and gave instructions for my secretary to file it. My secretary does
22 not recall receiving the Declaration, though it does appear on our company's computer
23 system. In any case, it was my fault for not confirming that the filing was made, but I was
24 nonetheless shocked when the Court's tentative ruling criticized me on this issue and
25 sanctioned me \$500 for lack of diligence. By no means did I intend to ignore the Court's
26 OSC, and it was honestly upsetting to me when I figured out the filing confusion. The error
27 was unintentional and embarrassing.

28 48. To the extent the Court requires a loadstar, attached as Exhibit "B" is an Activity

1 Log of the time spent on various tasks over the last roughly 3 years. This was mostly kept
2 contemporaneously but some of the activities under the "general" column are estimates amount
3 of time spent on certain tasks. The loadstar of 152 hours multiplied by my hourly rate of \$595
4 amounts to \$90,440, which is very close to the fee we are requesting even without a multiplier.

5 49. I have submitted the Final Approval papers to the LWDA through its online
6 filing system.

7 50. There are no fee splitting issues or other law firms involved in this case.

8 51. I declare under the penalty of perjury under the laws of the State of California
9 that the foregoing is true and correct.
10
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13 Respectfully Submitted,

14 Dated: September 19, 2024

LAW OFFICES OF BUCHSBAUM & HAAG
A Limited Liability Partnership

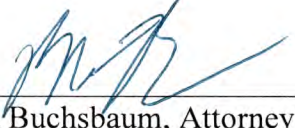
15
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17 By: 
Brent Buchsbaum, Attorney for Plaintiffs
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EXHIBIT A

Carmen Lopez, Peter Jaramillo v. Vehicle Protection Services
30-2020-01174402-CU-OE-CXC

COSTS

<u>DATE</u>	<u>ORIGIN</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
10/14/20	B&H	LWDA	75.00
10/15/20	B&H	postage	22.90
11/2/20	B&H	postage	5.40
12/14/20	One Legal	Initial filing fee	1493.56
12/29/20	One Legal	Amended Complaint	11.20
1/5/21	B&H	postage	5.40
1/7/21	One Legal	Non-service of Vehicle Protection Spec	72.00
1/25/21	One Legal	Notice & Ack	13.05
1/29/21	One Legal	Notice & Ack - D. Laurent	13.05
3/9/21	One Legal	Notice of Status Conference	13.43
3/11/21	One Legal	Courtesy copy/photocopy chargers	36.40
4/27/21	One Legal	Notice of Summary of the Case	17.14
4/29/21	CtCall	Remote appearance for 5/4/21	94.00
4/29/21	One Legal	Notice of Summary of the Case - courtesy copy/photocopy charges	35.93
9/17/21	One Legal	Stip & Order re FAC	41.85
10/29/21	One Legal	Stip & Order	20.59
10/29/21	One Legal	Notice of Attachment	16.21
11/4/21	One Legal	Amended Complaint	13.43
11/4/21	One Legal	Courtesy copy/photo copy charges	39.95
11/4/21	One Legal	Filing-eservice charge	14.36
11/5/21	One Legal	courtesy & photocopy charges	39.95
11/9/21	B&H	CourtCall 11/9/21 appearance	94.00

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11/9/21	One Legal	FAC	17.14
1/4/22	One Legal	Jt. Status Conference Statement	17.14
1/5/22	One Legal	Courtesy/photocopy charges	35.69
1/7/22	One Legal	Notice of Intent to Appear Telephonically	17.14
3/2/22	One Legal	Jt. Status Conference Statement	17.14
3/3/22	One Legal	courtesy copy/photocopy charges	35.69
3/4/22	Ct. Call	CourtCall 3/9/22 appearance	94.00
3/30/22	B&H	ck#591 to ADR for mediation administration fee	250.00
3/30/22	B&H	postage	.51
5/4/22	B&H	ck#588 payable to ADR for mediation fees	6,250.00
5/5/22	B&H	postage	.51
5/26/22	B&H	Berger Consulting invoice 6134 - ck#631	2,062.50
5/26/22	B&H	postage	.51
5/31/22	One Legal	Joint Statement	17.60
5/31/22	One Legal	Courtesy/photocopy charges	38.01
8/29/22	One Legal	Motion for Preliminary Approval	99.96
8/29/22	One Legal	Courtesy/photocopy charges	61.21
5/3/23	One Legal	Supp Motion; Dec of BSB & Errata	18.02
5/3/23	One Legal	Courtesy/photocopy charges	116.02
7/31/23	One Legal	Stip & Order	17.15
8/3/23	One Legal	Court Filing Fee	20.59
8/3/23	OCSC	Stip filing fee	20.00
8/7/23	One Legal	E-filing fee	13.65
8/10/23	One Legal	Second Amended Complaint	43.75

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8/10/23	One Legal	Proposed Stip & Order/ Notice of Attachment	43.75
8/22/23	One Legal	Courtesy/photocopy charges	43.75
8/14/23	One Legal	Motion for Prelim Approval	79.80
8/24/23	One Legal	e-filing charge for SAC	17.15
10/23/23	One Legal	Motion	54.05
10/25/23	One Legal	e-filing charge for motion	17.15
11/2/23	One Legal	Amended Stipulation	37.74
11/3/23	One Legal	Notice of Continuance	17.15
11/14/23	One Legal	Notice of Continuance	43.75
11/14/23	One Legal	Courtesy/photocopy charges	43.75
1/18/24	One Legal	Supp Dec of Evelin Reyes re Disbursement	17.41
1/18/24	LASC	Court transaction fee	2.25
1/24/24	One Legal	POS of Minute Order on LWDA	15.40
1/24/24	B&H	postage - serve Minute Order on defense & LWDA	1.26
1/30/24	One Legal	Courtesy copy of POS by mail	43.75
3/7/24	One Legal	Supplemental Motion for Prelim Approval	15.40
3/14/24	One Legal	Courtesy copy	54.05
3/25/24	One Legal	Courtesy copy	43.75
3/26/24	One Legal	Courtesy copy of Proposed Order	43.75
3/29/24	One Legal	Order Granting Prelim Approval	15.40
4/5/24	One Legal	Notice of Ruling	15.40
4/19/24	One Legal	Notice of Ruling	447.83
5/3/24	One Legal	E-service charge for Notice [One Legal billed this late]	4.12

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5/3/24	One Legal	E-service charge for Order [One Legal billed this late]	4.12
5/10/24	One Legal	e-service charge	3.50
6/18/24	B&H	OCSC charge for document purchase	7.50
12/14/20	B&H	copies/scanning	29.00
12/14/20	B&H	copies/scanning	5.00
12/16/20	B&H	copies/scanning	24.00
12/28/20	B&H	copies/scanning	25.00
12/30/20	B&H	copies/scanning	4.00
1/5/21	B&H	copies/scanning	60.00
1/25/21	B&H	copies/scanning	3.00
2/24/21	B&H	copies/scanning	10.00
3/8/21	B&H	copies/scanning	6.00
3/9/21	B&H	copies/scanning	11.00
4/27/21	B&H	copies/scanning	6.00
5/10/21	B&H	copies/scanning	1.00
9/16/21	B&H	copies/scanning	32.00
9/20/21	B&H	copies/scanning	4.00
9/30/21	B&H	copies/scanning	1.00
11/2/21	B&H	copies/scanning	25.00
11/3/21	B&H	copies/scanning	24.00
11/5/21	B&H	copies/scanning	3.00
11/8/21	B&H	copies/scanning	3.00
11/9/21	B&H	copies/scanning	26.00
11/10/21	B&H	copies/scanning	1.00

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12/13/21	B&H	copies/scanning	10.00
1/4/22	B&H	copies/scanning	6.00
1/5/22	B&H	copies/scanning	1.00
1/6/22	B&H	copies/scanning	3.00
1/7/22	B&H	copies/scanning	7.00
2/15/2/	B&H	copies/scanning	1.00
3/2/22	B&H	copies/scanning	6.00
3/3/22	B&H	copies/scanning	2.00
3/4/22	B&H	copies/scanning	2.00
3/17/22	B&H	copies/scanning	1.00
3/30/22	B&H	copies/scanning	1.00
5/4/22	B&H	copies/scanning	2.00
5/10/22	B&H	copies/scanning	20.00
5/31/22	B&H	copies/scanning	9.00
7/18/22	B&H	copies/scanning	1.00
8/29/22	B&H	copies/scanning	109.00
8/30/22	B&H	copies/scanning	6.00
10/12/22	B&H	copies/scanning	3.00
10/18/22	B&H	copies/scanning	2.00
5/3/23	B&H	copies/scanning	45.00
5/5/23	B&H	copies/scanning	4.00
6/16/23	B&H	copies/scanning	3.00
7/19/23	B&H	copies/scanning	6.00
8/1/23	B&H	copies/scanning	1.00
8/7/23	B&H	copies/scanning	27.00

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8/10/23	B&Y	copies/scanning	1.00
8/11/23	B&H	copies/scanning	108.00
8/14/23	B&H	copies/scanning	1.00
8/22/23	B&H	copies/scanning	1.00
8/24/23	B&H	copies/scanning	10.00
8/25/23	B&H	copies/scanning	17.00
10/20/23	B&H	copies/scanning	88.00
10/23/23	B&H	copies/scanning	1.00
11/2/23	B&H	copies/scanning	29.00
11/3/23	B&H	copies/scanning	7.00
1/24/24	B&H	copies/scanning	24.00
3/6/24	B&H	copies/scanning	93.00
3/8/24	B&H	copies/scanning	1.00
3/25/24	B&H	copies/scanning	20.00
3/27/24	B&H	copies/scanning	1.00
		Total	14, 124.65

EXHIBIT B

Carmen Lopez, et al. v. Vehicle Protection Specialists, LLC (30-2020-01174402-CU-OE-CXC)

Activity Log

October 7, 2020	Personnel File and Rep Letter	2.0
October 28, 2020	Review of Document Production	3.0
November 2, 2020	Prepare and File PAGA letter	3.0
December 14, 2020	Prepare Complaint	4.0
November 9, 2021	Prepare First Amended Complaint	2.0
August 7, 2023	Prepare Second Amended Complaint	2.0
May 1-8, 2022	Prepare and Research Mediation Brief	20.0
May 1-8, 2022	Discussions/Analysis with Statistician	3.0
May 13, 2022	Mediation	10.0
August 21-24, 2022	Negotiation and Preparation of Settlement Agt.	10.0
August 27-29, 2022	Prepare Motion for Preliminary Approval	25.0
May 3, 2023	Supplemental Motion re Preliminary Approval	2.0
August 11, 2023	Prepare Preliminary Approval Motion #2	5.0
October 18, 2023	Prepare Supplemental PA Motion #2	5.0
October 18, 2023	Attend Preliminary Approval Motion	2.0
March 6, 2024	Supplemental PA Motion #3	4.0
September 16-19, 2024	Prepare Final Approval Motion	15.0
September 16-19, 2024	Prepare Motion for Fees/Costs	3.0
May 13, 2023	Motion for Final Approval (anticipated)	5.0

General Activity

Discussions/Communications with OPC	10
Meetings/Communications with Client	10
Discussions with Class Members	2
Internal Discussions with Laurel Haag	5

Total: 152 X \$595 = \$90,440

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 100 Oceangate, Suite 1200, Long Beach, California 90802.

On September 20, 2024, I served the foregoing document described as:

**DECLARATION OF BRENT S. BUCHSBAUM IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

The true copies thereof were enclosed in a sealed envelope and addressed as follows:

Counsel for Defendant, Vehicle Protection Specialists, LLC & Daniel Laurent

James P. Carter

Jonathan P. Schmidt

Jackson Lewis, P.C.

200 Spectrum Center Drive, Suite 500

Irvine, California 92618

Telephone: 949-988-5632

Facsimile: 949-885-1360

E-Mail: James.Carter@jacksonlewis.com

Jonathan.Schmidt@jacksonlewis.com

Cindy.Kuno@Jacksonlewis.com

Deborah.Neforos@Jacksonlewis.com

___ **BY U.S. MAIL:** By placing a true copy thereof enclosed in a sealed envelope(s) addressed as above, and placing each for collection and mailing on that date following ordinary business practices. I am "readily familiar" with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in ordinary course of business with the U.S. Postal Service in Long Beach, California, in a sealed envelope with postage fully prepaid.

___ **BY OVERNIGHT DELIVERY:** I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed as above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

___ **BY PERSONAL SERVICE:** I caused such envelope(s) to be delivered by hand to the office(s) of the addressee(s). (C.C.P. Section 1011)

___ **BY FACSIMILE:** Based on an agreement of the parties to accept service by fax transmission, I faxed the document(s) to the person(s) at the fax number(s) listed above. The

1 sending facsimile machine issued a transmission report confirming that the transmission was
2 complete and without error.

3 **XX BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an
4 agreement of the parties to accept service by e-mail or electronic transmission, I caused the
5 document(s) to be sent from ***kim@buchsbaumhaag.com*** to the person(s) at the e-mail
6 address(es) listed above.

7 **XX STATE** I declare under penalty of perjury under the laws of the State of California that the
8 above is true and correct.

9 I declare that I am employed in the office of a member of the bar of this court at whose
10 direction the service was made.

11 Executed, September 20, 2024, at Long Beach, California.

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13 KIMBERLY KELLY, Declarant
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