

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Rachel N. Newman (State Bar #350826)
Jennifer Gerstenzang (State Bar #279810)
Jaclyn Joyce (State Bar #285124)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
rachel@zakaylaw.com
jenny@zakaylaw.com
jaclyn@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ELIDETH CARBAJAL, an individual, on
behalf of Herself and on behalf of other
Aggrieved Employees and the State of
California,

Plaintiff,

vs.

KEYLEX, INC. dba KEYES LEXUS, a
California Corporation (erroneously sued as
KEYES MOTORS, INC. dba KEYES LEXUS);
HOWARD KEYES, an individual previously
named as fictitious DOE 1; and DOES 2-50,
Inclusive,

Defendant.

Case No: 20STCV49714

**SUPPLEMENTAL DECLARATION OF
RACHEL N. NEWMAN, ESQ. IN
SUPPORT OF THE PARTIES' JOINT
STIPULATION FOR ORDER
APPROVING SETTLEMENT
PURSUANT TO PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE § 2698 ET SEQ.)**

Judge: Hon. Lia Martin
Dept: 16

1 I, RACHEL N. NEWMAN, declare as follows:

2 1. I am an associate attorney at Zakay Law Group, APLC and co-counsel of record for
3 Plaintiff Elideth Carbajal (“Plaintiff”) in this matter. As such, I am fully familiar with the facts,
4 pleadings, and history of the matter. The following facts are within my own personal knowledge, and
5 if called as a witness, I could testify competently to the matters stated herein.

6 2. This supplemental declaration is being submitted in support of the Joint Stipulation for
7 Order Approving Settlement Pursuant to Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698
8 et seq.) filed by Plaintiff and Defendant Keylex, Inc. dba Keyes Lexus (“Defendant”) (together with
9 Plaintiff, “Parties”).

10 **A. Plaintiff’s Service Award.**

11 3. During the January 31, 2025, status conference on the Joint Stipulation to Approve the
12 Settlement (the “Stipulation”) on January 31, 2025, the Court was hesitant to approve a Service Award
13 to Plaintiff. The Parties revised the Stipulation, and the Proposed Judgment to reflect that the Court has
14 discretion to either approve, reduce, or eliminate the Service Award.

15 4. The Proposed Order and the Proposed Judgment provide two options for the Court to
16 either approve a specific amount for the Service Award to Plaintiff or to eliminate the Service Award
17 entirely.

18 **B. Dismissal of DOEs.**

19 5. During the January 31, 2025, status conference on the Joint Stipulation to Approve the
20 Settlement on January 31, 2025, the Court requested that Plaintiff file a request for dismissal of the
21 DOE defendants.

22 6. On April 8, 2025, Plaintiff filed a request for dismissal of DOEs 2-50.

23 **C. The named Defendants in the Proposed Judgment need to match the named Defendants**
24 **in the operative Second Amended Complaint.**

25 7. During the January 31, 2025, status conference on the Joint Stipulation to Approve the
26 Settlement on January 31, 2025, the Court requested the Parties to revise the Stipulation in order to
27 ensure that the named Defendants in the Stipulation match the named Defendants in the operative
28 Second Amended Complaint.

8. On July 27, 2021, Plaintiff filed a request for dismissal of named Defendant Howard Keyes, an individual previously named as fictitious DOE 1. The Court entered the dismissal on July 28, 2021.

9. Once DOES 2-50 are dismissed, the only remaining named Defendant is Keylex, Inc. dba Keyes Lexus (previously erroneously sued as Keyes Motors, Inc. dba Keyes Lexus), which matches the named Defendant listed in the Joint Stipulation for Settlement Approval, Proposed Order, and Proposed Judgment.

D. The Action should not be dismissed once the Court enters Judgment.

10. During the January 31, 2025, status conference on the Joint Stipulation to Approve the Settlement on January 31, 2025, the Court requested that the Parties provide clarity on whether the matter will be dismissed once the Court enters Judgment.

11. Pursuant to California Code of Civil Procedure § 664.6, the Parties agreed that “after entry of judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for the purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.” Settlement Agreement, at § 9.

12. As such, dismissal of the entire Action is not appropriate until full satisfaction of the Judgment.

13. Following full satisfaction of the Judgment, Plaintiff will file a request for dismissal of the entire Action, with prejudice.

14. Defendants' counsel was provided a copy of this supplemental declaration for review and approved its form and content prior to filing.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 8th day of April 2025, at San Diego, California.

ZAKAY LAW GROUP, APLC

By: Rachel Newman

Rachel N. Newman, Esq.
Attorney for Plaintiff