

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Christina M. Le (SBN 237697)
cle@wilshirelawfirm.com
Zachary D. Greenberg (SBN 331501)
zgreenberg@wilshirelawfirm.com

WILSHIRE LAW FIRM

3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

GABRIEL BARRERA, on behalf of the State
of California and other aggrieved persons,

Plaintiff,

v.

PARADISE CHEVROLET CADILLAC, a
California corporation; and DOES 1 through 10,
inclusive,

Defendant.

Case No.: CVSW2107199

PAGA REPRESENTATIVE ACTION

*[Assigned for all purposes to Judge Harold
Hopp, Dept. 1]*

**DECLARATION OF JUSTIN F.
MARQUEZ IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Date: December 11, 2023
Time: 8:30 a.m.
Dept.: 1

Complaint filed: August 18, 2021
Trial date: Not Set

DECLARATION OF JUSTIN F. MARQUEZ

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 Teofilo Aguilar (“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.

2. This Declaration is submitted in support of Plaintiff's Motion to Approve PAGA Settlement.

Background

3. Defendant Paradise Chevrolet Cadillac (“Defendant”) operates a Chevrolet car dealership in Temecula, California. Plaintiff worked for Defendant in San Diego, California as an hourly-paid, non-exempt employee from approximately January of 2018 through March of 2020.

4. Plaintiff's PAGA claim stems from Defendant's failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all earned wages twice per month, failure to maintain accurate records of hours worked and meal periods, failure to timely pay final wages, failure to furnish accurate wage statements, and failure to indemnify for necessary business expenditures.

5. On February 26, 2021, Plaintiff provided notice to the California Labor & Workforce Development Agency (“LWDA”) and Defendant of the violations described above, as required by Labor Code § 2699.3(a)(1). Pursuant to Labor Code § 2699.3(a)(2)(A), the LWDA had 65 calendar days to notify Plaintiff and Defendant whether it intended to investigate the alleged violations. However, the LWDA did not do so.

Discovery and Investigation

6. After Plaintiff filed his complaint, the Parties engaged in extensive settlement

discussions. To facilitate settlement, Defendant provided Plaintiff with the applicable policies in effect during the relevant time period and data points for the aggrieved employees.

7. On December 20, 2022, the Parties and their counsel participated in private mediation with Third-party neutral Steve Cerveris, Esq. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their or its position through trial and appeal if a settlement had not been reached.

8. Ultimately, after an all-day mediation presided over by Third-party neutral Steve Cerveris, Esq., the Parties agreed to settle the PAGA claim for \$340,000.00, which includes all persons who were engaged by Defendant as hourly employees in California at any time from December 19, 2019 through March 31, 2023. There are approximately 398 aggrieved employees covered by the settlement. Plaintiff submitted the Settlement to the LWDA on October 9, 2023, pursuant to Labor Code § 2699(1)(2). A true and correct copy of the Settlement executed by the Parties, along with the confirmation that the Settlement was submitted to the LWDA is attached to this Declaration as **Exhibit A**. Additionally, attached as **Exhibit B** is the Settlement Notice that will be sent to the PAGA Employees with payment after the Court enters a judgment on its Order Approving the PAGA Settlement. (Settlement, ¶ VIII.5.)

9. Before the Settlement, Plaintiff's counsel conducted an investigation into the claims alleged by Plaintiff, conducted legal research, and engaged in informal discovery. Based upon the information obtained through discovery, Plaintiff's counsel was able to act intelligently and effectively in negotiating the proposed Settlement.

Assessment of Amount in Controversy and Risks of Continued Litigation

10. Plaintiff and my firm remain confident of the merits of Plaintiff's claims. Plaintiff's allegation that Defendant failed to pay Plaintiff and the aggrieved employees all of their owed wages is based on Defendant's failure to pay employees for work performed "off-the-clock." With respect to the meal period allegation, Plaintiff alleges that Defendant required him and the other aggrieved employees to work in lieu of taking meal periods. Although Plaintiff contends that this

1 allegation is meritorious, there is risk with this underlying claim, particularly because Defendant
2 issued meal period premiums to their employees and implemented meal period waivers throughout
3 the covered period. With respect to the rest period allegation, Plaintiff contends that employees,
4 including himself, were not provided with California-compliant rest periods. Again, despite
5 Plaintiff's contention that this allegation is credible, proving rest period allegations is particularly
6 difficult because rest periods do not have to be recorded and Defendant can argue that the aggrieved
7 employees chose to voluntarily forego their rest periods. With respect to the unreimbursed
8 business expenses allegation, Plaintiff alleges that Defendant required him and the other aggrieved
9 employees to purchase required work attire, such as shirts and jackets, with the company logo. In
10 addition, Plaintiff alleges that he and the aggrieved employees had to use their cell phones to take
11 work-related calls, cell phone usage which they were not reimbursed for. Defendant disputes these
12 claims.

13 11. With regard to Plaintiff's wage statement claim, Defendant argues that the wage
14 statements issued to employees meet the requirements of Labor Code § 226(a). Defendant also
15 maintains that any alleged wage statement violation could not be "knowing and
16 intentional," and that Plaintiff cannot show that he or any other employee "suffer[ed] injury" as a
17 result of the alleged wage statement violations, as required by Labor Code § 226(e) for the
18 imposition of penalties.

19 12. Plaintiff believed there was a legitimate risk of the Court significantly reducing
20 penalties given the technical nature of the alleged violations. Without this settlement, the Parties
21 face preparation for trial, as well as extensive formal discovery efforts and further depositions. As
22 a result, the Parties would incur considerably more attorneys' fees and costs through trial. This
23 settlement avoids those risks and the accompanying expense. Thus, this factor favors settlement
24 approval.

25 13. Based on data points provided by Defendant, there are approximately 13,633 pay
26 periods during the relevant time period which presented issues with regard to unpaid wages, meal
27 period violations, rest period violations, and unreimbursed business expenses. Applying the \$100
28 "initial violation" penalty for each of these pay periods, Defendant's potential PAGA exposure is

1 \$1,363,300 (based on 13,633 pay periods). However, Defendant's contention that the underlying
2 allegations lacked merit led to Plaintiff discounting this maximum exposure by 70% (to \$408,990
3 as Defendant's reasonable potential liability) to account for the risk of not prevailing on the merits
4 and the Court's discretion in reducing penalties.

5 14. Based on the data points provided by Defendant, there are 13,633 pay periods at
6 issue with regard to the wage statement violations claim. Because Plaintiff's wage statement
7 theory of liability is predicated on Defendant's issuance of facially deficient wage statements –
8 each of the wage statements issued would carry a potential PAGA penalty. Accordingly,
9 Defendant's maximum exposure for its wage statement violations is \$1,343,400 (398 "initial"
10 violations x \$50 per violation + 13,235 "subsequent" violations x \$100 per violation). However,
11 based on Defendant's counterarguments and because the Court maintains discretion to reduce these
12 penalties, Plaintiff discounted that figure by 20% for the risk of not prevailing on the merits, and
13 an additional 50% to account for the Court's discretion to reduce the penalties (given the highly
14 technical nature of the alleged violations), with Defendant's reasonable potential liability as
15 \$403,020.

16 15. Using these estimated figures, Plaintiff predicted that the realistic total potential
17 recovery for the PAGA Employees and the LWDA would be approximately \$817,010. The
18 proposed Settlement of \$340,000 therefore represents 42% of Plaintiff's reasonably forecasted
19 total recovery. In this case, continued litigation would delay payment to the LWDA and the PAGA
20 Employees as they await trial and, most likely, appellate proceedings. Furthermore, while Plaintiff
21 is confident in the merits of the case, a legitimate controversy exists as to each of the predicate
22 Labor Code violations. The possibility that the Court finds no liability at the PAGA bench trial is
23 also a risk. In sum, when the risks of litigation, the burdens of proof necessary to establish liability,
24 and the probability of appeal of a favorable judgment are balanced against the merits of Plaintiff's
25 claims, it is clear that the settlement amount is fair. Further, because of the proposed Settlement,
26 the PAGA Employees will receive timely, guaranteed relief and will avoid the risk of an
27 unfavorable judgment. Plaintiff also recognizes that proving the amount of wages due to each
28 employee would be an expensive, time-consuming, and uncertain proposition.

1 16. If the Court approves the terms of the Settlement, each aggrieved employee's
2 payment will average approximately \$120.39 and approximately \$143,750.00 will go to the
3 LWDA. In reality, some employees will likely receive more, and others may receive less
4 depending on the length of their employment with Defendant.

5 **PAGA Representative Service Payment**

6 17. The Settlement provides for a Service Payment to Plaintiff in an amount not to
7 exceed \$10,000. (Settlement, ¶ IV.1.d.) The requested service award is intended to recognize: (1)
8 the substantial time and effort that Plaintiff has expended on behalf of the State and aggrieved
9 employees; (2) the risks faced by Plaintiff as a result of bringing this action; (3) the fact that
10 Plaintiff put the interests of the State of California and other aggrieved employees ahead of his
11 own; and (4) the substantial benefit conferred upon the State and the aggrieved employees as a
12 result of Plaintiff's actions.

13 18. Plaintiff has spent numerous hours performing tasks for this case, including, but not
14 limited to, consulting with counsel over the telephone; searching for and producing relevant
15 documents; reviewing documents produced by Defendant and settlement documents; keeping
16 informed of the developments in the case; and participating in decisions concerning the case,
17 including settlement. As a result of his efforts, the LWDA and about 398 aggrieved employees
18 will receive compensation for civil penalties for underpaid wages and other wage and hour
19 violations.

20 19. Plaintiff put himself at significant risk in pursuing this action on behalf of the State,
21 as serving as a Plaintiff in a representative action could affect his prospects for future employment.
22 Plaintiff also placed himself at substantial risk because, if Defendant were to prevail in this action,
23 Plaintiff could be liable for Defendant's costs and attorneys' fees.

24 20. In short, this action would not have been possible without the aid of Plaintiff, who
25 put his own time and effort into this litigation, sacrificed the value of his individual claims by
26 entering into a general release of all known and unknown claims, and placed himself at risk for the
27 sake of the State and the aggrieved employees.

28 ///

Attorneys' Fees And Costs

21. The Settlement provides for a payment of attorneys' fees in the amount of \$113,333.33 and up to \$15,000 in costs to Plaintiff's counsel. As of the filing date, Plaintiff's counsel's total lodestar is \$84,250, which is based upon 125 hours of attorney time at customary hourly rates. In addition, Plaintiff's counsel incurred \$11,394.30 in litigation costs. Plaintiff's counsel was required to expend the funds prosecuting this case to a successful resolution on, among other things, court filing fees, document service, postage, and copying. Because these costs are reasonable, Plaintiff's counsel respectfully requests that the Court approve the payment. Under these circumstances, Plaintiff's counsel is requesting a lodestar of about 1.3. Thus, Plaintiff's request for \$113,333.33 in attorneys' fees and costs is reasonable under the lodestar method.

22. The efforts expended by Plaintiff's counsel to achieve this excellent result include, but are not limited to, the following: interviews with Plaintiff and review of documents provided by Plaintiff and Defendant; preparing and revising the Complaint; filing of the PAGA complaint; investigating and researching the claims; preparing for Plaintiff's deposition; attending Plaintiff's deposition; analyzing the timekeeping and payroll records produced by Defendant in advance of mediation; preparing a mediation brief; participating in mediation; preparing and filing an amended complaint; drafting, negotiating, and revising the Settlement Agreement; communicating with the proposed Settlement Administrator; and drafting this Motion and supporting papers.

23. The regular and customary practice at Wilshire Law Firm, PLC is for all attorneys to maintain contemporaneous time records setting forth the amount of time spent (rounded to the nearest 0.1 hour) on each task in each case, with explanatory descriptions of each task performed. My colleagues and I followed this practice throughout this litigation. To calculate my firm's lodestar for this case, I reviewed the time records and exercised discretion in eliminating excessive entries. Using these time records, my office derived the following summary chart of timekeeping activities of the attorneys working on this case:

Attorney	Hours	Rate	Lodestar
Justin F. Marquez	25	\$850	\$21,250.00
Christina M. Le	60	\$750	\$45,000.00

Zachary D. Greenberg	40	\$450	\$18,000.00
Total:			\$84,250.00

24. There are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Plaintiff's Counsel's request for attorney's fees.

25. We can provide complete, detailed billing records in the event the Court requests them, but would request the opportunity to redact attorney-client privileged information and any other privileged information.

26. Additional time will be required by Plaintiff's Counsel to monitor the settlement and respond to inquiries and oversee administration of the settlement and distribution of the fund. I estimate that my office will commit no less than 10 hours to those tasks and have included those hours above.

27. As of the drafting of this Motion, my office has incurred \$11,394.30 in expenses litigating this action. These expenses were reasonably necessary to the litigation and were actually incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement. Attached as **Exhibit C** to this declaration is a breakdown of costs incurred by my office. Additionally, we anticipate incurring \$300.00 in anticipated future costs for filing fees, messenger costs, and copying costs following the Court's Order re: Plaintiff's Motion to Approve PAGA Settlement, and request reimbursement of such as well for a total reimbursement of \$11,694.30.

Plaintiff's Counsel's Experience

28. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms in 2023 and is comprised of over 55 attorneys and over 300 employees. Wilshire Law Firm, PLC is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

29. Wilshire Law Firm, PLC is qualified to handle this Litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling,

1 numerous wage and hour class action lawsuits, as well as class actions involving consumer rights
2 and data privacy litigation.

3 30. I graduated from the University of California, Los Angeles's College Honors
4 Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi*
5 *Beta Kappa*. As an undergraduate, I also received a scholarship to study abroad for one year at
6 Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in
7 2008.

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

11 32. I have received numerous awards for my legal work. From 2017 to 2020, Super
12 Lawyers selected me as a "Southern California Rising Star," and in 2022, I was selected as a
13 "Southern California Super Lawyer." I was recognized by Best Lawyers as one of the "Best
14 Lawyers in America" in 2023. In 2016 and 2017, the National Trial Lawyers selected me as a
15 "Top 40 Under 40" attorney. I am also rated 10.0 ("Superb") by Avvo.com.

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

20 34. I am also an active member of the Consumer Attorneys of California ("CAOC"). In
21 2020, I was selected for a position on CAOC's Board of Directors. I am also a past member of
22 CAOC's Diversity Committee, and I help assist the CAOC in defeating bills that harm employees.
23 Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for CAOC, in defeating
24 AB 443, which proposed legislation that sought to limit the enforceability of California Labor Code
25 § 226.

26 35. As the attorney responsible for day-to-day management of this matter at the
27 Wilshire Law Firm, PLC, I have over twelve years of experience with litigating wage and hour
28 class and PAGA actions. Over the last twelve years, I have managed and assisted with the litigation

1 and settlement of several wage and hour class actions. In those class actions, I performed similar
2 tasks as those performed in the course of prosecuting this action. My litigation experience
3 includes:

- 4 a. I served as lead or co-lead in negotiating class action settlements worth over \$10
5 million in gross recovery to class members for each year since 2020, including over
6 \$20 million in 2022.
- 7 b. In 2022, Top Verdict recognized Wilshire Law Firm and myself for having one case
8 in the Top 20 Labor & Employment Settlements (including number 15 for the \$1.6
9 million settlement in *Moreno v. Pretium Packaging, L.L.C.*) and three additional
10 cases in the Top 50 Labor & Employment Settlements (numbers 25, 28, and 31).
- 11 c. To my knowledge, I am the only attorney to appear on each of the following *Top*
12 *Verdict* lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20
13 Labor & Employment Settlements, and Top 50 Class Action Settlements.
- 14 d. As lead counsel, on April 29, 2021, I prevailed against CVS Pharmacy, Inc. by
15 winning class certification on behalf of hundreds of thousands of consumers for
16 misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct.
17 C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).
- 18 e. As lead counsel, I prevailed against Bank of America by: winning class certification
19 on behalf of thousands of employees for California Labor Code violations; defeating
20 appellate review of the court's order certifying the class; defeating summary
21 judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.*
22 (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019
23 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2,
24 2018)). The decision certifying the class in *Frausto* is also discussed in *Class*
25 *Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call*
26 *Center Employees for Violation of State Law Wage and Hour Rules*, 35 A.L.R. Fed.
27 3d Art. 8.
- 28 f. I was the primary author of the class certification and expert briefs in *ABM*

Industries Overtime Cases (2017) 19 Cal.App.5th 277, a wage and hour class action for over 40,000 class members for off-the-clock, meal period, split shift, and reimbursement claims. *ABM Industries Overtime Cases* is the first published California appellate authority to hold that an employer’s “auto-deduct policy for meal breaks in light of the recordkeeping requirements for California employers is also an issue amenable to classwide resolution.” (*Id.* at p. 310.)¹ Notably, the Court of Appeal also held that expert analysis of timekeeping records can also support the predominance requirement for class certification. (*Id.* at p. 310-11.) In 2021, the case settled for \$140 million, making it one of the largest ever wage and hour class action settlements for hourly-paid employees in California.

g. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d 1057. The Ninth Circuit ruled in my client’s favor and held that non-class claims under California’s Private Attorney Generals Act (“PAGA”) cannot be used to calculate the amount in controversy under the Class Action Fairness Act (“CAFA”). This case is cited in several leading treatises such as *Wright & Miller’s Federal Practice & Procedure*, and *Newberg on Class Actions*. In October 2016, the U.S. Supreme Court denied review of a case that primarily concerned *Yocupicio*. That effort was led by Theodore J. Boutrous, who brought the cert petition, with amicus support from a brief authored by Andrew J. Pincus.² Considering that leading Supreme Court practitioners from the class action defense bar were very motivated in undermining *Yocupicio* case, but failed, this demonstrates the national importance of the *Yocupicio* decision.

h. On December 13, 2018, the United States District Court granted final approval of the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in

¹ 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 Connectivity Networks, Inc.* (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL 1758048, *7.)

² <http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro>.

which I served as lead counsel. In doing so, the Court found: “Class Counsel’s declarations show that the attorneys are experienced and successful litigators.” (*Id.* at p. *10.)

- i. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a reported decision permitting class-wide discovery even though the employer has a lawful policy because “[t]he fact that a company has a policy of not violating the law does not mean that the employees follow it, which is the issue here.” The court also ordered defendant to pay for the cost of *Belaire-West* notice.
- j. In 2013, I represented a whistleblower that reported that his former employer was defrauding the State of California with the help of bribes to public employees. The case, a false claims (*qui tam*) action, resulted in the arrest and criminal prosecution of State of California employees by the California Attorney General’s Office.
- k. In 2013, I was part of a team of attorneys that obtained conditional certification for over 2,000,000 class members in a federal labor law case for misclassification of independent contractors that did crowdsourced work on the Internet, *Otey v. CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the following pro-plaintiff reported decisions:
 1. 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding that an unaccepted Rule 68 offer doesn’t moot plaintiff’s claims, and granting plaintiff’s motion to strike defendant’s affirmative defenses based on *Twombly/Iqbal*).
 2. 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order granting conditional collective certification).
 3. 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the magistrate judge’s discovery ruling which held that “evidence of other sources of income is irrelevant to the question of whether a plaintiff is an employee within the meaning of the FLSA”).
 4. 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting broad

discovery because “an FLSA plaintiff is entitled to discovery from locations where he never worked if he can provide some evidence to indicate company-wide violations”).

1. From 2012 to 2013, I was part of a team of attorneys that obtained class certification for over 60,000 class members for off-the-clock claims, *Linares v. Securitas Security Services USA, Inc.*, Los Angeles Superior Court No. BC416555. We also successfully opposed subsequent appeals to the California Court of Appeal and California Supreme Court.

36. Christina M. Le is a Senior Attorney at Wilshire Law Firm. She is admitted to practice 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. She graduated from Loyola Law School, Los Angeles, and attended the University of California, Berkeley for her undergraduate studies, where she obtained a Bachelor of Arts in History. She has over 15 years of litigation experience, which includes the successful handling of numerous employment, wage and hour, and class and representative action matters during the latter half of her career in state and federal court through inception through case resolution. Prior to joining Wilshire Law Firm in November 2021, Ms. Le gained invaluable litigation experience working at various plaintiff and defense firms, including Kristensen Weisberg PLC, Jones Bell LLP, Archer Norris PLC, and Lewis Brisbois Bisgaard & Smith LLP. Ms. Le is an active member of NELA, CELA, CAALA, LACBA, the CELA Wage and Hour Committee, and the Vietnamese Bar Association of Southern California. Her current contingent billing rate for this case is \$750.00 per hour, as most recently approved in both state and Federal Court in comparable wage and hour matters and consistent with her level of experience.

37. Zachary D. Greenberg is a Fourth-year associate at Wilshire Law Firm, PLC. Zachary was admitted to the State Bar of California in 2020 and has since been admitted to the United States District Court for the Central, Eastern, and Southern Districts of California and the United States Court of Appeals for the Ninth Circuit. Zachary received a Bachelor of Arts in International Business and a Minor in Economics from Western Washington University. He

received his Juris Doctor from Loyola Law School. Zachary's practice has been primarily focused on complex class and representative action litigation. His current contingent billing rate for this case is \$450 per hour.

38. My current contingent billing rate of \$850 per hour is consistent with my practice area, lead appellate experience in the Ninth Circuit Court of Appeals, numerous awards received, legal market and accepted hourly rates:

a. In the December 8, 2008 article "Billable Hours Aren't the Only Game in Town Anymore," *NATIONAL LAW JOURNAL*, the following hourly billing rates were reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of wage-and-hour class actions that I opposed when litigating wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455. I am a 13th year attorney and Senior Partner, with most of my experience in class action litigation as a primary practice area. Having successfully briefed and argued a published appeal in the Ninth Circuit Court of Appeals involving CAFA and PAGA, having experience certifying large class actions (including *ABM Industries Overtime Cases*, which was decided on appeal), and having received numerous awards for my legal work, my hourly rate should be adjusted upward.

b. On May 6, 2022 the Hon. Jay A. Garcia-Gregory of the United States District Court in Puerto Rico approved my \$850 hourly rate when he granted final approval of the class action settlement in *Serrano v. Inmediata Corp.*, No. 3:19-cv-01811-JAG, Dkt. 57 (U.S. Dist. Ct. P.R. May 6, 2022).

c. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court approved my \$800 hourly rate when he granted final approval of the class action settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-01066522-CU-OE-CXC.

d. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District

1 Court granted final approval of the \$1,600,000 class action settlement in *Carlos*
2 *Moreno v. Pretium Packaging, Inc.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-
3 SB-DFM, 2021 WL 3673845 in which I served as lead counsel. In doing so, the
4 Court approved my then \$750 hourly rate after finding it was “reasonable, given the
5 qualifications of the attorneys who worked on this matter.” (*Id.* at p. *3.)

6 39. Plaintiff’s Counsel elected to bear the contingency risk of this litigation for the
7 benefit of the aggrieved employees, as well as for the State of California (who elected not to take
8 the case after receiving the PAGA notice).

9 40. The risk to my office has been very significant, particularly if we would not be
10 successful in pursuing this class action. In that case, we would have been left with no compensation
11 for all the time taken in litigating this case. Indeed, we have taken on a number of class action
12 cases that have resulted in thousands of attorney hours being expended and ultimately having
13 certification denied or the defendant company going bankrupt. The contingent risk in these types
14 of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing
15 on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

16 41. In the high-risk, high-cost practice of class action and PAGA litigation, Wilshire
17 Law Firm, PLC has endured financial losses in several of its cases. I believe that the particular risk
18 of taking on this high-cost, high-risk case supports an upward adjustment of the lodestar
19 calculation.

20 42. Because most individuals cannot afford to pay for representation in litigation on
21 an hourly basis, Wilshire Law Firm, PLC represents all of its employment law clients on a
22 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless
23 we prevail at trial or successfully settle our clients’ cases. Because Wilshire Law Firm, PLC is
24 taking the risk that we will not be reimbursed for our time unless our client settles or wins his or
25 her case, we cannot afford to represent an individual employee on a contingency basis if, at the
26 end of our representation, we receive less than the amount of attorneys’ fees negotiated with
27 defendant. It is therefore essential that we recover our requested fees when we settle cases if we
28 are to remain in practice so as to be able to continue representing other individuals in civil rights

1 employment disputes.

2 43. I am informed and believe that the efforts of my office have resulted in substantial
3 benefits to the aggrieved employees and the State of California. Through the efforts of my office
4 and Plaintiff in this case, a fair and reasonable resolution has been reached. I am informed and
5 believe that, without the efforts of my office, the Labor Code and Wage Order violations alleged
6 in the complaint would have gone completely unremedied. The attorneys' fees award provided for
7 in the settlement is therefore reasonable given the result achieved.

8 44. The Parties propose using Phoenix Class Action Administration Solutions to
9 administer the Settlement. The Settlement Administrator Costs of up to \$4,500 are reasonable,
10 given the tasks to be performed by the Settlement Administrator, including, but not limited to, the
11 following duties: mailing and re-mailing (if necessary) checks to approximately 398 PAGA
12 Employees and the LWDA; establishing a Qualified Settlement Fund; preparing and submitting to
13 PAGA Employees and government entities all appropriate tax filings and forms; distributing the
14 PAGA Representative Service Payment and attorneys' fees and costs; keeping the Parties timely
15 apprised of the performance of all obligations under the Agreement; and voiding uncashed or
16 undeliverable checks to issue those funds to the California Controller's Unclaimed Property Fund.
17 Plaintiff respectfully requests that the Court approve the requested costs. A true and correct copy
18 of Phoenix's estimate for administration costs is attached to this Declaration as **Exhibit D**.

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

21 Executed on October 23, 2023, at Los Angeles, California.

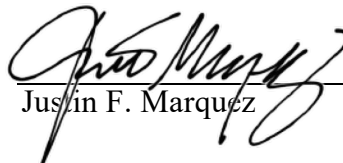
22
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24 Justin F. Marquez

Exhibit A

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT AND LIMITED RELEASE**

This Settlement Agreement and Limited Release (hereinafter the "Agreement") is made by Plaintiff GABRIEL BARRERA ("Employee"), individually and on behalf of the State of California and the group of aggrieved individuals, on the one hand, and Defendant PARADISE CHEVROLET CADILLAC ("Company"), on the other hand, with as third-party beneficiaries all Released Parties, as defined below in Paragraph II.13. Employee and the Company will, at times, be collectively referred to herein as "the Parties."

I. THE LITIGATION

1. On February 26, 2021, Employee sent a letter to the Company and the LWDA, asserting violations of the Labor Code and initiating proceedings under the California Labor Code Private Attorney General Act (PAGA). There was no response from the LWDA. Thereafter, on August 18, 2021, Employee filed a Complaint in the Riverside Superior Court with a single cause of action, seeking civil penalties under PAGA on behalf of all aggrieved employees during the relevant statutory period. This lawsuit is styled as Gabriel Barrera v. Paradise Chevrolet Cadillac, et al. and was assigned Case No. CVSW2107199 (the "Litigation").

2. In the Litigation, Employee seeks civil penalties under PAGA for a comprehensive list of Labor Code provisions which the Company was alleged to have violated in its conduct toward all non-exempt personnel employed during the statutory period. These alleged violations include failure to pay for all hours worked, including minimum wages, straight-time wages, and overtime/doubletime wages as applicable; failure to provide meal periods; failure to authorize rest periods; failure to pay timely wages during employment and at termination thereof; failure to maintain accurate records of hours worked and meal periods; failure to furnish compliant wage statements; and failure to provide meal- or rest-period premiums under the Labor Code.

3. The parties agreed to mediation in an effort to resolve these claims, and the Parties engaged in mediated settlement negotiations on December 20, 2022, culminating in both parties accepting the Mediator's Proposal from Steve Cerveris, Mediator. This long-form Agreement follows.

4. Because the agreement reached resolves PAGA penalty claims on behalf of a group of aggrieved individuals, the Agreement must be approved by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. In the event the Court does not enter Final Judgment, or in the event such Final Judgment does not become Final for any reason, or is modified in any material respect, or in the event the Effective Date, as defined herein, does not occur, this Agreement shall be deemed null and void *ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose. The Company denies all claims asserted by Employee as to liability and penalties. Indeed, the Company does not waive, but rather expressly reserves all rights to challenge all such claims and allegations upon all substantive and procedural grounds (including, but expressly not limited to, the impropriety of judicial pursuit of any such claims that are inconsistent with the arbitration agreements between the Parties or between the Company and any allegedly aggrieved employee) including the assertion of any and all defenses, if the Final Judgment does not become Final for any reason, or in the event that the Effective Date does not occur.

II. DEFINITIONS

The following are certain definitions applicable to this Agreement. Definitions contained elsewhere in the body of this Agreement shall also be effective.

1. "Aggrieved Employees" – means all those persons who are members of the group of aggrieved employees as defined under PAGA, the LDWA notice letter, and the Complaint in this action.
2. "Effective Date" – means the date on which the Court's Order approving this Agreement becomes final.
3. "Final Judgment" – refers to the Final Judgment and Order Approving the settlement.
4. "Final" – means the latest of: (a) if there is an appeal of the Superior Court's Final Judgment in the Litigation, the date of final affirmance on an appeal or the date of dismissal of such appeal; or (b) if one or more objections are submitted and not withdrawn, the expiration date of the time for filing or noticing any appeal of the Final Judgment; or (c) if no objections are made, the date the Court enters the Final Judgment.
5. "Gross Settlement Fund" – refers to Three Hundred Forty Thousand Dollars and No Cents (\$340,000.00), which is the maximum amount the Company shall be required to pay under this Agreement.
6. "LWDA" – means the California Labor and Workforce Development Agency.
7. "Motion for Approval" – refers to the Motion for Approval of the Settlement and its supporting papers.
8. "Net Settlement Fund" – means the Gross Settlement Fund, less all of the following: (a) Attorneys' Fees for PAGA Counsel; (b) Litigation Costs and Expenses; (c) Representative Enhancement; and (d) Settlement Administration Expenses.
9. "PAGA Counsel" – means, collectively, Wilshire Law Firm, PLC.
10. "PAGA" – means the California Labor Code Private Attorneys General Act of 2004 as codified at Labor Code §§ 2698, 2699 *et seq.*
11. "Parties" – means Employee individually and in his capacity as authorized representative of other aggrieved employees under PAGA, on the one hand; and the Company, on the other hand.
12. "Plaintiff" – means Employee, GABRIEL BARRERA, individually and in his capacity as authorized representative of other aggrieved employees under PAGA.
13. "Released Parties" – means PARADISE CHEVROLET CADILLAC, including all of its past and present officers, directors, employees, and agents.
14. "Representative Enhancement" – means the sum to be paid to Employee as service for his risks and roles as Plaintiff, which enhancement shall be paid from the Gross Settlement Fund.
15. "Settlement Administration Expenses" – means those expenses of effectuating and administering the Settlement, *i.e.*, the costs incurred by the Settlement Administrator, including, but not necessarily limited to the costs of administering and disbursing the Gross Settlement Fund.
16. "Settlement Administrator" – means Phoenix Class Action Administration Solutions, or any other third-party administrator selected by Plaintiff and approved by the Court to effectuate the Settlement.

17. "Settlement Period" – means the period from December 19, 2019, through March 31, 2023.

18. "Settlement" – means the settlement of the Litigation and related claims effectuated by this Agreement.

19. "Total PAGA Payment" – means the Net Settlement Fund, which will be allocated between payment to the LWDA (75%) and to the Aggrieved Employees (25%).

III. RELEASE OF CLAIMS

1. Scope of Aggrieved Employee and State of California Release.

a. In exchange for the consideration described through this Settlement, Plaintiff and each Aggrieved Employee will fully release and discharge the Company and all Released Parties, as defined above in Paragraph II.13.

b. The Settlement described herein will resolve fully and finally all wage and hour and related claims that were brought or could have been brought in the Litigation (including, collectively, the notice(s) to the LWDA and any judicial Complaint(s) filed in connection with the Litigation), including, but not limited to, claims for civil penalties and any other relief consistent with the PAGA enforcement system, which were alleged, or reasonably could have been alleged based on the facts and claims asserted in the Litigation, including without limitation those based on alleged claims for unpaid minimum wages, wages, and overtime wages; failure to provide rest periods or meal periods or to provide compensation in lieu thereof; meal period penalties; rest period penalties; waiting time penalties; penalties for unpaid minimum wages, wages, or overtime wages; penalties for incomplete payroll records and wage statements; failure to reimburse for business expenses; unfair business practices; conversion; failure to provide accurate wage statements; failure to maintain required records, or any other claims for penalties of any nature whatsoever arising out of Released Claims or any other benefit claimed on account of allegations and claims which are reasonably related to the allegations and claims asserted in the Litigation, including any amendment to the pleadings therein.

c. The Scope of Settlement and the release of claims herein is intentionally intended by the Parties to be as broad as possible and include "all claims," which is expressly intended by the Parties to "includ[e] 'claims that are not expressly enumerated in the release' " as recognized by the Court of Appeal in Villacres v. ABM Industries, Inc. ((2010) 189 Cal.App.4th 562, 587 [acknowledging broad waiver of potential claims, including PAGA-based claims].) Thus, the Parties intend this release to cover all claims for relief of any kind based on the allegations raised by Plaintiff and all transactions and occurrences upon which those claims were based (including, but expressly not limited to relief demand for alleged violations of Labor Code sections 204.1, 223, 224, 512, 1197.5, 1197, 2695.2, 2800, 2801, 2802, as well as alleged violations of IWC Wage Orders) and all costs and attorneys' fees related thereto. Moreover, the scope of the Parties' release includes all claims for civil penalties that have been or could have been brought by the State of California or anyone acting on its behalf under the PAGA based on the violations identified in the notice(s) to the LWDA and any judicial Complaint(s) filed in connection with the Litigation, all such claims are extinguished and any further such claims arising out of the same time period shall be barred by collateral estoppel and res judicata. This release does not release any aggrieved employee's claim for wages or damages.

2. **Representative Release.** In consideration of the Representative Enhancement award as described herein, Employee has agreed to the release of all claims (except those that cannot be released

as a matter of law, such as workers' compensation claims), whether known or unknown, under federal law or state law against the Released Parties. Employee understands that this release includes unknown claims and that they are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides: ***"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."***

IV. ALLOCATION OF GROSS SETTLEMENT FUND

1. The Gross Settlement Fund will be allocated as follows

a. **Net Settlement Fund.** The Net Settlement Fund shall be distributed as described below as described in Paragraph VIII.1 of this Stipulation of Settlement.

b. **Attorneys' Fees.** The Parties agree that PAGA Counsel will jointly request an award of attorneys' fees as PAGA Counsel of up to one-third (1/3rd) of the Gross Settlement Fund, or \$113,333.33, and the Company and Released Parties agree not to contest any request for fees up to that amount. Should the Court approve less than the requested amount, such reduced approval shall not be grounds for revocation or rescission of this Settlement. PAGA Counsel may elect to have the Settlement Administrator, directly or indirectly, disperse all or part of his attorneys' fees award paid to him/her in periodic payments, through a structured settlement. PAGA Counsel will bear any and all costs, fees, and expenses of administration for any periodic payments of such award and shall be fully responsible for any taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments, including without limitation, any such issues, claims, and/or disputes brought by the state or federal government concerning the payment of taxes thereon. PAGA Counsel shall indemnify, defend, and hold Defendant harmless for any and all taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments. To the extent the Court approves any award for attorneys' fees that does not equal 1/3rd of the Total Settlement Amount, PAGA Counsel retains the right to appeal the Court's award. Should PAGA Counsel appeal the Court's award, the difference between the amount awarded and the amount disputed on appeal shall be retained by the Settlement Administrator pending PAGA Counsel's appeal. If PAGA Counsel's appeal is unsuccessful, any funds not awarded to PAGA Counsel in possession of the Settlement Administrator will be added to the Net Settlement Fund for distribution to Aggrieved Employees by the Settlement Administrator on a proportional basis relative to the size of their Settlement Shares, in accordance with other administration and distribution requirements hereunder, and PAGA Counsel shall pay any additional costs incurred by the Settlement Administrator for this purpose. The Parties agree that the Court's approval of any request for attorneys' fees and costs is not a condition of the Settlement Agreement and that an award of less than the amounts requested would not give rise to a basis for Plaintiffs or their counsel to abrogate the Settlement Agreement. Employee acknowledges that he has been advised by this writing of the proposed award of fees associated with this Settlement and hereby consents thereto.

c. **Attorneys' Costs.** PAGA Counsel may also request reimbursement of up to Fifteen Thousand Dollars and Zero Cents (\$15,000) in actual and/or anticipated costs and other expenses incurred in connection with this action and the achievement of this settlement. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be

incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Should the Court approve less than the requested amount, such reduced approval shall not be grounds for revocation or rescission of this Settlement.

d. Representative Enhancement. Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be allocated from the Gross Settlement Fund in recognition of the contributions of Employee to the achievement of this settlement. Employee participated actively in the preparation and prosecution of this action, and the contributions in time and risk by Employee were instrumental in achieving the settlement result. The Representative Enhancement is in addition to the payment to which Employee has the right to receive as a member of the group of Aggrieved Employees. Court approval is required for any Representative Enhancement, and the Parties agree that they will provide information and documentation to support the approval of the requested enhancement. However, even in the event that the Court reduces or does not approve the requested Representative Enhancement, Employee shall not have the right to revoke this settlement for that reason, and the settlement will remain binding;

e. Settlement Administration Costs. The Parties have agreed to engage a third-party administrator to administer this Settlement. The Gross Settlement Fund shall be deposited with the Settlement Administrator within thirty (30) calendar days of Final Approval. All costs of the Settlement Administrator and settlement administration, not to exceed the amount approved by the Court, which is anticipated to be no greater than Ten Thousand Dollars and Zero Cents (\$10,000.00), will be drawn from the Gross Settlement Fund.

V. Settlement Administration Procedure

1. Conforming the Pleadings. As a condition of this Settlement, Employee agrees to file an amended complaint, if needed, to conform the pleadings to the discussions of allegations and liabilities between the Parties, as described above in connection with the scope of the claims released (see Part III, *supra*).

2. Motion for Approval. Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order of Final Approval and Judgment.

3. Distribution. Following Final Approval, the Settlement Administrator will receive the Gross Settlement Amount from Defendant and calculate and carry out the various required distributions thereof.

VI. Final Order and Judgment

Within a reasonable time after execution of this Settlement Agreement, Plaintiff and PAGA Counsel will move the Court for an Order that shall, among other things:

1. Grant final approval to the Settlement as fair, reasonable, adequate, in good faith and in the best interests of the Aggrieved Employees and the State, as a whole, and order the Parties to carry out the provisions of this Agreement.

2. Award amounts for PAGA Counsel Attorneys' Fees, Litigation Costs and Expenses, the Representative Enhancement, and Settlement Administration Expenses.

3. Adjudge that the Aggrieved Employees are conclusively deemed to have released The Company and the Released Parties of and from any and all rights, claims, demands, liabilities, causes of

action, liens and judgments arising out of or in any way related to the matters within the scope of the Agreement and Release, consistent with the broad release provisions herein.

4. Bar and permanently enjoin each Aggrieved Employee from prosecuting against the Released Parties any and all of the Released Claims which the Aggrieved Employees have arising out of, based upon, or otherwise related to the Litigation, consistent with the broad release provisions herein.

5. Confirm that the Parties' resolution of claims under PAGA meets all required standards and that the release of such claims as set forth in this Settlement precludes the State of California or any other representative thereof (including any other aggrieved employee) from pursuing claims released herein on behalf of itself or any aggrieved employee affected by this Settlement and its release terms.

6. Dismiss this action with prejudice.

VII. Distribution of Settlement Proceeds

1. No Claim Form Required.

a. Aggrieved Employees are not required to submit a claim form to receive a payment from the Settlement.

2. PAGA Payment to Aggrieved Employees.

a. Allocation of the Net Settlement Fund to each Aggrieved Employee will be based on each Aggrieved Employee's pro rata share of the total number of semi-monthly pay periods within the Settlement Period. For each individual, this share is calculated as the number of semi-monthly pay periods worked by the individual within Settlement Period divided by the total number of semi-monthly pay periods worked by all individuals during the same period.

b. 25% of the Net Settlement Fund shall be distributed to affected aggrieved individuals.

3. Distribution Timing and Reporting.

a. Within ten (10) calendar days following deposit by the Company of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator shall Allocate the Gross Settlement Fund and Net Settlement Fund as set forth in this agreement; provide such calculations and distribution plan to counsel for review and approval; and upon approval by counsel, make all approved distributions consistent with this Agreement and the Order of the Court.

b. The Settlement Administrator will be responsible for issuing to participating recipients of proceeds of the settlement all appropriate tax or other forms, including, but not limited to, IRS Forms 1099-MISC for individual amounts.

4. Non-Reversionary Settlement.

a. If any check issued to an Aggrieved Employee is returned as undeliverable, the Settlement Administrator shall make reasonable efforts to locate the individual by conducting a National Change of Address Search and re-mail the check.

b. Each recipient of settlement proceeds must cash such checks within 180 days from the date of mailing by the Settlement Administrator. Any funds not cashed within 180 days after mailing will be distributed in accordance with California law. The Parties agree that this disposition results in no "unpaid residue" under California Code of Civil Procedure section 384, as the entire Net Settlement Fund

will be paid out to Aggrieved Employees, whether or not they all cash their Settlement Checks. Therefore, the Company will not be required to pay any interest on said amount.

VIII. Miscellaneous Terms.

1. No Effect on Other Benefits. The Settlement shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Aggrieved Employees, and Plaintiffs and each Aggrieved Employee will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

2. Limitation on Public Statements About Settlement. Employee and PAGA Counsel represent that they have not and will not issue any press, publications, or other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials or on social media) or have any communication with the press or media or anyone else regarding the Settlement. However, for the limited purposes of allowing PAGA Counsel to prove adequacy as PAGA Counsel in other actions, PAGA Counsel may disclose the names of the Parties in this action, the gross settlement amount, gross and net settlement award per aggrieved individual, amount of attorneys' fees awarded and the venue/case number of this action for such purposes within declarations filed in other litigation. This provision does not limit PAGA Counsel from complying with ethical obligations.

3. No Admission of Liability for Other Purposes. The Company denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims, including disputes regarding whether any party may seek relief for disputes in a judicial forum and/or in a collective action for which no collective action is authorized under dispute resolution agreements requiring arbitration of disputes. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by the Company or any Released Party, or an admission by Employee that any of the claims were non-meritorious or any defense asserted by the Company was meritorious. This Settlement and the fact that Employee and the Company were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152, and neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Employee or the Company, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Parties in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

4. **Waiver and Amendment.** The Parties may not waive, amend, or modify any material provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. Nonmaterial amendments or modifications to this Agreement may be made in writing between PAGA Counsel and Defendants' Counsel without the need to seek the Court's approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

5. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

a. If to Employee and the Aggrieved Employees:

Justin F. Marquez
Christina M. Le
Zachary D. Greenberg
Wilshire Law Firm, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010
Telephone: (213) 784-3830
Facsimile: (213) 9989

b. If to the Company

David J. Reese
Fine, Boggs & Perkins LLP
111 West Ocean Blvd., Suite 2400
Long Beach, California 90802
(562) 366-0861 tel

6. **Stay.** All proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement, including moving for preliminary approval and final approval of this Settlement, are hereby stayed.

7. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings before the date hereof relating to the subject matters hereof.

8. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts, by electronic signature (such as via DocuSign) and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

9. **Authorization and Cooperation.** PAGA Counsel warrant and represent that they are authorized by Employee, for whom they are the attorneys of record, and the attorneys of record for the Company warrant and represent that they are authorized by the Company, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the

Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties agree to seek the assistance of the Mediator, and if agreement remains out of reach, the Court. In all cases, all such documents, supplemental provisions and assistance of the Court shall be consistent with this Agreement.

10. Successors. This Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.

11. California Law. All terms of this Agreement and its Exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

12. Representation by Counsel. The Parties have each been represented by counsel and have cooperated in the drafting and preparation of this Agreement. This Agreement shall not be construed against any party on the basis that the party was the drafter or participated in the drafting.

6/30/2023

Date

6/6/23

Date

June 30, 2023

Date

26 Jun 2023

Date

DocuSigned by:



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GABRIEL BARRERA

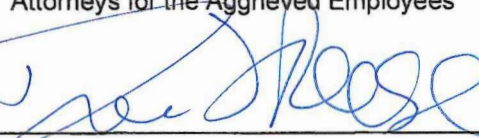
Individually

PARADISE/CHEVROLET CADILLAC

TOO TERRY
print name and title


JUSTIN F. MARQUEZ
Wilshire Law Firm, PLC

Attorneys for the Aggrieved Employees


David Reese
FINE, BOGGS & PERKINS LLP

Attorneys for the Company and the Released Parties

Exhibit B

To: «FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

Enclosed please find a check in the amount of [INDIVIDUAL SETTLEMENT SHARE].

You are receiving this check because of a lawsuit brought by GABRIEL BARRERA ("Plaintiff") against Defendant PARADISE CHEVROLET CADILLAC ("Defendant") for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 et seq. ("PAGA"). The claim was filed in the Riverside County Superior Court under Case No. CVSW2107199 (the "Action").

Plaintiff's claim against Defendant is for civil penalties pursuant to the PAGA, a law that allows Plaintiff to attempt to stand in the shoes of the government and to seek penalties on the government's behalf and on behalf of those employees who Plaintiff claims were "aggrieved" by Defendant's alleged unlawful conduct. Specifically, Plaintiff alleges that Defendant failed to comply with wage-and-hour laws as to non-exempt employees who worked for Defendant.

Defendant strongly denies these claims and maintains that it fully complied with all applicable wage-and-hour laws. Nevertheless, to avoid further costs and uncertainty from further litigation, Defendant agreed to settle the matter. The settlement covers Defendant and all persons, agents, servants, representatives, officers, directors, stockholders, employees, associations, joint ventures, corporations, parent corporations, subsidiaries, affiliates, partners, members, predecessors and successors in interest, insurers, re-insurers, and assigns, and all other legal entities with whom Defendant has been, is now, or may hereafter be affiliated with (all of whom are referred to here as the "Released Parties"). The Court has approved the settlement and release of claims described below. By settling this claim, Defendant and the Released Parties are not admitting they have done anything wrong, and they deny that they owe any penalties to the government or to you.

On [insert date], 2023, the settlement was approved by the Court. A portion of the settlement is being paid to the government and a portion is being paid to each non-exempt employee who worked for Defendant in California from December 19, 2019, through March 31, 2023 (the "Aggrieved Employees"). You are receiving a portion of the settlement because Defendant's records indicate that you worked for Defendant from December 19, 2019, through March 31, 2023.

You will not be retaliated against for cashing the check. It is entirely up to you if you cash your check or not. Checks that are not cashed within 180 days of issuance shall be sent to the California Department of Unclaimed Property. Regardless of what you do with the check issued to you, by law and Court order, you have released the Released Parties from the released claims described below.

One hundred percent (100%) of your payment under this settlement will be considered penalties and will be reported to the IRS and state tax authorities as non-wage income.

This settlement bars you and other Aggrieved Employees, for the period spanning July 17, 2020, to May 15, 2023, from pursuing any and all claims relating to any and all facts and claims asserted in the Action or that could have been asserted in the Action, as alleged in the notice(s) to the LWDA and any judicial Complaint(s) filed in connection with the litigation, including, but not limited to, any and all claims for civil penalties under PAGA based on alleged claims for unpaid minimum wages, wages, and overtime wages; failure to provide rest periods or meal periods or to provide compensation in lieu thereof; meal period penalties; rest period penalties; waiting time penalties; penalties for unpaid minimum wages, wages, or overtime wages; penalties for incomplete payroll records and wage statements; failure to reimburse for business expenses; unfair business practices; conversion; failure to provide accurate wage statements; failure to maintain required records, and any related claims for attorneys' fees, costs, or interest resulting therefrom.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement.

If you have any questions, you may call or write [insert], at the following phone number or address: [insert address and telephone number for Administrator's contact person]

Exhibit C

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

10/9/2023
Accrual Basis

Type	Date	Num	Memo	Amount	Balance
COS					
Expert Fees					
	5/25/2022	700358a	Mediation Fee	7,000.00	7,000.00
	1/12/2023	7314	Expert Fees	825.00	825.00
Total EXPERT FEES				7,825.00	7,825.00
Legal Expenses					
	2/27/2021		PAGA Fee	75.00	75.00
	6/4/2021	844470612	Legal Research	14.30	14.30
	6/4/2021	844470612	Legal Research	41.66	41.66
	9/8/2021	844958460	Legal Research	22.89	22.89
	9/17/2021		Doc Retrieval	7.00	7.00
	4/21/2022		Doc Retrieval	6.50	6.50
	5/6/2022	846308554	Legal Research	67.39	67.39
	10/26/2022		Doc Retrieval	1.00	1.00
	11/4/2022	847287176	Legal Research	27.00	27.00
	1/10/2023		Doc Retrieval	1.00	1.00
	1/10/2023		Doc Retrieval	4.00	4.00
	6/6/2023	848413295	Legal Research	111.19	111.19
	6/8/2023		Doc Retrieval	2.00	2.00
	9/19/2023		Doc Retrieval	20.55	20.55
Total LEGAL EXPENSES				401.48	401.48
Process Service Fees					
	8/24/2021	39300	Attorney Services	580.00	580.00
	9/20/2021	40375	Attorney Services	45.00	45.00
	9/17/2021	40308	Attorney Services	137.40	137.40
	2/17/2022		Attorney Services	17.30	17.30
	3/2/2022		Attorney Services	17.30	17.30
	4/4/2022	46243	Attorney Services	85.00	85.00
	4/20/2022	46872	Attorney Services	85.00	85.00
	5/13/2022	47519	Attorney Services	85.00	85.00
	5/16/2022	47610	Attorney Services	1,235.00	1,235.00
	5/10/2022		Attorney Services	17.81	17.81
	5/11/2022		Attorney Services	13.90	13.90
	5/11/2022		Attorney Services	17.81	17.81
	7/1/2022		Attorney Services	17.81	17.81
	9/1/2022		Attorney Services	17.81	17.81
	12/27/2022		Attorney Services	17.81	17.81
	3/2/2023		Attorney Services	18.27	18.27
	3/9/2023		Attorney Services	14.36	14.36
	3/9/2023		Attorney Services	17.24	17.24
	3/9/2023		Attorney Services	37.83	37.83
	5/22/2023		Attorney Services	18.27	18.27
	6/20/2023	20628888	Attorney Services	18.27	18.27
	6/26/2023	20678254	Attorney Services	18.27	18.27
	8/14/2023	20999330	Attorney Services	18.27	18.27
	9/26/2023	21289436	Attorney Services	18.27	18.27
Total PROCESS SERVICE FEES				2,569.00	2,569.00
Other Costs					
	10/1/2020		Case Administration Fee for In-House Services	500.00	500.00
	8/9/2021	E-805001	Printing Cost	4.50	4.50
	12/20/2022		Lunch during mediation	94.32	94.32
Total OTHER COSTS				598.82	598.82
TOTAL				11,394.30	11,394.30



CASE ASSUMPTIONS

Class Members	450
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	450
Subtotal Admin Only	\$4,500.00

Not-to-Exceed Total \$4,500.00

For 450 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

January 4, 2023

Case: Barrera v. Paradise Chevrolet PAGA Admin

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Justin Marquez

Firm: Wilshire Law Firm, PLC

Contact Number: (213) 381-9988, Ext. 345

Email: justin@wilshirelawfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly.

Estimate is based on 450 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable

additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$45.07	1	\$45.07
Call Center & Long Distance	\$2.00	13	\$26.00
NCOA (USPS)	\$125.00	1	\$125.00
Language Translation	\$200.00	1	\$200.00
Total			\$796.07

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.25	450	\$112.50
Notice and Check Packet	\$2.00	450	\$900.00
Estimated Postage (up to 1 oz.)*	\$0.61	450	\$274.50
Total			\$1,487.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$75.00	3	\$225.00
Skip Tracing Undeliverables	\$1.50	68	\$101.25
Remail Notice Packets	\$1.50	68	\$101.25
Estimated Postage	\$0.61	68	\$41.18
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$518.68

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$150.00	1	\$150.00
Case Manager	\$75.00	1	\$75.00
Total			\$225.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$75.00	1	\$75.00
Disbursement Review	\$75.00	2	\$150.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$50.00	1	\$50.00
Check Run Setup & Printing	\$100.00	1	\$100.00
Total			\$565.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$165.00	1	\$165.00
Remail Undeliverable Checks (Postage Included)	\$1.50	86	\$128.25
Case Associate	\$55.00	1	\$55.00
Reconcile Uncashed Checks	\$85.00	1	\$85.00
Conclusion Reports	\$50.00	1	\$50.00
Case Manager Conclusion	\$75.00	1	\$75.00
Final Reporting & Declarations	\$100.00	1	\$100.00
QSF Annual Tax Reporting With Individual* (State Tax Reporting Included)	\$250.00	1	\$250.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office	\$100.00	0	\$0.00
Total			\$908.25

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$4,500.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA 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 Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

Exhibit D

PROOF OF SERVICE

Barrera v. Paradise Chevrolet Cadillac, et al.
CVSW2107199

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, 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 ssespene@wilshirelawfirm.com.

On October 23, 2023, I served the foregoing **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

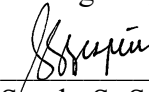
John P. Boggs, Esq. (SBN 172578)
jboggs@employerlawyers.com
David J. Reese, Esq. (SBN 184682)
dreese@employerlawyers.com
Kathie Cherry
kcherry@employerlawyers.com
Vanessa Spenik
vspenik@employerlawyers.com
FINE, BOGGS & PERKINS LLP
111 West Ocean Blvd., Ste. 2400
Long Beach, California 90802
Telephone: (562) 366-0861
Facsimile: (562) 490-8561

Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on October 23, 2023, at Los Angeles, California.



Sandy S. Sespene