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ATTORNEYS FOR PLAINTIFF, DAVID KELLEY, JOSHUA
HENSON AND THOSE SIMILARLY SITUATED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA
UNLIMITED JURISDICTION

DAVID KELLEY AND JOSHUA
HENSON, INDIVIDUALLY AND ON BEHALF
OF THOSE SIMILARLY SITUATED,

PLAINTIFFS,

v.

OIL CHANGER, INC., A CALIFORNIA
CORPORATION, AND DOES 1 THROUGH 10,
INCLUSIVE,

DEFENDANTS.

) CASE No. HG21091500

) **DECLARATION OF JOSHUA**
) **HENSON IN SUPPORT OF**
) **PLAINTIFFS' UNOPPOSED MOTION**
) **FOR PRELIMINARY APPROVAL OF**
) **CLASS ACTION/PAGA**
) **SETTLEMENT**

) **DATE: JUNE 4, 2024**

) **TIME: 1:30 P.M.**

) **DEPT: 21**

) **JUDGE: HON. NOEL WISE**

1 I, Joshua Henson, declare and state as follows:

2 1. I was employed by Oil Changer, Inc. (“Oil Changer”) for a number of years until
3 September, 2022. I worked as a lube technician at Oil Changer. Except as otherwise
4 indicated, I have personal knowledge of the facts set forth in this declaration.

5 2. During my employment at Oil Changer, I closed the store on many occasions. I
6 was required to clock out and then perform additional closing procedures off-the-clock
7 prior to leaving, such as faxing paperwork to the corporate office, turning off lights and
8 locking the doors. After closing the store on many days, I was required to drive to the
9 bank to deposit money for Oil Changer. I performed the bank deposits off-the-clock. I
10 was not paid for my time or reimbursed mileage for all my closing duties or making bank
11 deposits.

12 3. Due to the off-the-clock work associated with closing the store and performing
13 bank deposits, my wage statements were inaccurate. Specifically, the wage statements
14 did not include my correct gross and net wages earned, the correct number of hours
15 worked at each rate of pay or the correct hours worked.

16 4. During my employment at Oil Changer, I regularly missed 30-minute meal periods
17 and 10-minute rest periods because we were too busy or short staffed and I was not given
18 permission to take them. Also, I often took a meal period after working more than 5
19 hours for the same reasons. Despite missing meal and rest periods or not taking them in a
20 timely manner, Oil Changer did not always provide me with premium pay for each day a
21 meal or rest period was missed or noncompliant.

22 5. When my employment was terminated in September, 2022, I was not paid all
23 wages owed. Not only did Oil Changer fail to pay me for closing the store and
24 performing bank runs when my employment ended, the amount actually paid was not
25 given to me on the discharge date.

26 6. I met with my attorney in person and via telephone on many occasions. I have
27 assisted my attorney with providing information necessary to prepare a complaint and
28 discovery requests. Further, I have reviewed and provided feedback to my attorney

1 regarding settlement agreements and this declaration. I also participated in a lengthy, full
2 day mediation session in January, 2024. Thus, I have and will continue to protect the
3 interests of the Class.

4 7. Before my employment was terminated by Oil Changer in September, 2022, I
5 made a complaint regarding the failure to properly pay wages. I contend my employment
6 was terminated in retaliation for making this complaint. I believe Oil Changer owed lost
7 wages, damages for emotional distress, punitive damages, attorney's fees and costs. At
8 the end of the mediation, when Oil Changer requested a full release of all of my claims,
9 including my alleged retaliation and wrongful termination claims, I agreed to settle my
10 non-class claims for \$15,000. While this amount is less than I wanted for the retaliation
11 and wrongful termination claims, I agreed upon this amount to move on with my life.

12 I declare under penalty of perjury of the laws of California and the United States
13 that this statement is true and correct. Executed this 24th day of April, 2024, at Banning,
14 California.

15 *Joshua Henson*

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17 JOSHUA HENSON
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