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individually and on behalf of similarly situated employees
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8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF CALAVERAS**
10

11 RAYMUNDO VALLES, individually and on
behalf of all other similarly situated
12 employees,

13 Plaintiff,

14 vs.

15 TRICORP GROUP, INC., a California
16 Corporation; and DOES 1 to 100, inclusive,
17 Defendant.
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Case No. 21CV45611

CLASS ACTION

**DECLARATION OF GALEN T. SHIMODA
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: September 9, 2022

Time: 9:00 a.m.

Dept.: 2

Judge: Hon. David Sanders

Filed: September 16, 2021

Trial Date: None Set

1 I, Galen T. Shimoda, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Raymundo Valles ("Plaintiff") herein. I am making
4 this declaration on behalf of the named Plaintiff, the putative class members, and in support of
5 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ("Motion"). A true and
6 correct copy of the Joint Stipulation of Class Action and PAGA Settlement and Release Between
7 Plaintiff and Defendant ("Agreement") in this matter is filed with this Motion as Exhibit A.

8 2. This case was brought as a wage and hour class action based on Plaintiff's contention
9 that Defendant Tricorp Group, Inc., ("Defendant") failed to pay overtime, failure to pay minimum
10 wages, failed to provide accurate wage statements, failed to provide meal and rest periods or pay
11 premiums in lieu thereof, wage statement violations, failed to reimburse expenses, failed to timely pay
12 wages and engaged in unfair competition. Plaintiff is also alleging liability for civil penalties under
13 the Private Attorneys General Act ("PAGA"). These claims are based allegations that Defendant
14 violated California law by 1) failing to pay minimum wages to Plaintiff and similarly situated
15 employees for all hours worked due their business practice of rounding employee hours; 2) failing to
16 pay all overtime wages due to Defendant's policy of shifting daily overtime hours on to days where
17 employees did not work an eight (8) hour day; 3) failing to provide compliant meal and rest periods, or
18 pay premiums in lieu thereof; and 4) failing to pay Plaintiff and similarly situated employees all
19 reimbursements owed for use of their personal vehicles, cell phones, and tools for work-related
20 purposes. The PAGA, waiting time penalty, wage statement violation, and unfair competition claims
21 also derive from these violations.

22 3. Plaintiff is the only named representative in this matter. From our initial investigations
23 of Plaintiff's claims and documents, we believed these claims had merit and could be maintained as a
24 class action. We began investigating the claims in April 2021 and began negotiation talks with
25 Defendant's counsel shortly thereafter. We continued these discussions and began engaging in
26 informal discovery at this time and continued to do so through the time we ultimately resolved the
27 claims. We were able to do this prior to filing the Complaint and only filed after we had come to
28 terms on a resolution of the claims we raised in our April 2021 notice letter to the Labor and

1 Workforce Development Agency. We filed the action on or about September 16, 2021. Plaintiff
2 exhausted administrative remedies through the Labor and Workforce Development Agency
3 (“LWDA”). Plaintiff filed a notice with the LWDA on April 27, 2021, setting forth the facts and
4 theories of liability. A true and correct copy of the notice filed with the LWDA is being filed with this
5 Motion as Exhibit C. A copy of the notice was also sent to Defendant via certified mail and the
6 \$75.00 filing fee was remitted to the LWDA at that time. There was no response by the LWDA
7 regarding its intent to investigate the claims alleged in Plaintiff’s notice for more than 65 days. As
8 such, Plaintiff became authorized to commence a civil action under the PAGA. A true and correct
9 copy of Plaintiff’s operative Complaint is filed with this Motion as Exhibit B. A copy of the
10 complaint was uploaded to the LWDA on September 22, 2021, after we received an endorsed copy
11 back from Court.

12 4. Currently, there is no date set for a motion to certify the class and there is no trial date.

13 5. Defendant is represented in this matter by Cary Palmer of Jackson Lewis. From the
14 beginning, Defendant has contested the merits of this case, the suitability of the case for class action or
15 representative treatment, the manageability of the case at trial, and Plaintiff’s ability to prove a
16 violation in each pay period for each employee among other defenses and contentions they made
17 challenging the propriety of this action. Defendant further contended that, even assuming there was a
18 finding supporting the imposition of PAGA penalties, the Court would likely exercise its discretion to
19 substantially reduce any such penalties owed based on evidence of good faith attempts to comply with
20 Labor Code obligations by Defendant. Notwithstanding its agreement to settle this matter, Defendant
21 believes the practices Plaintiff is contending are unlawful either do not exist or, to the extent they do
22 exist, fully comply with all state and federal employment laws with respect to Plaintiff and Class
23 Members. Also, Defendant has contended that this matter is not appropriate for class certification
24 outside of this proposed class settlement.

25 6. Based on the expected testimony from Plaintiff and Class Members, a review of
26 Defendant’s policies and procedures and other documents relating to the alleged claims, information on
27 the number of Class Members, Class Members’ dates of employment, and relevant payroll data for
28 Class Members, the scope of the potential damages to Plaintiff and Class Members in light of the

1 claims alleged, the uncertainty in the law with regard to certification, and the negotiations that have
2 taken place, I am convinced that the proposed settlement is in the best interest of the class. The length
3 and risks of trial and other normal perils of litigation that impact the value of the claims were also
4 considered and weighed in reaching the Agreement. In addition, I carefully considered the prospect of
5 potential class certification issues as well as the uncertainty of class certification, the difficulties of
6 complex litigation, and the lengthy process of establishing specific damages and various possible
7 delays and appeals in agreeing to the proposed settlement. I further considered the fact that penalties
8 under the PAGA could be substantially cut at the discretion of the Court even if Plaintiff was successful
9 on proving those claims and there was risk that a Court could find no willfulness in the failure to pay
10 wages at separation, which would eliminate the value of the waiting time penalty entirely. Overall, I
11 believe it is more beneficial to secure a guaranteed benefit to the class now rather than to proceed with
12 litigation and potentially obtain zero funds to the class due to legal or factual issues in the case.

13 7. My office, including my partner, Justin Rodriguez, Esq., my former associate, Jessica L.
14 Hart, my paralegal Jennifer Livingston, and myself, along with Plaintiff's assistance, thoroughly
15 investigated the merits of the claims and potential damages for such claims. Beginning in April 2021,
16 we started investigating the claims with Plaintiff, conducting in-depth and substantial interviews with
17 several putative class members as well as reviewing text messages, screenshots, and other documents
18 from Plaintiff and Class Members. We also received and review the personnel files for several former
19 employees pursuant to informal records requests under Labor Code section 226 to help assess the
20 existence and breadth of potential violations. My office regularly communicated with Mr. Valles every
21 week to provide and receive updates regarding Class Members and information relating to the claims.
22 The parties also engaged in informal discovery and exchange of documents, including reviewing
23 employee data, such as timecards, paystubs, payroll data and relevant policies for the entirety of the
24 statute of limitations applicable to the alleged claims. The discovery covered all aspects of the asserted
25 claims, including certification issues, merits issues, damages, the scope and configuration of Class
26 Members, the content and implementation of the wage and hour policies at issue, issues relating to
27 manageability concerns at trial, among other relevant areas. From this production we were able to
28 determine information critical to a reliable damages analysis such as the average hourly rate, average

1 daily hours worked, average number of workweeks and pay periods that had potential violations based
2 on the asserted claims, the frequency with which violations occurred in a given week and/or pay period,
3 and the number for former employees. This information allowed my office to assess both liability and
4 damages and create an accurate damages model. Plaintiff assisted in all aspects of this litigation
5 including providing factual information relating to Plaintiff's and similarly situated employees'
6 employment conditions, providing a substantial number of documents, and answering questions
7 regarding Defendant's factual contentions in this matter. Plaintiff made an extraordinary effort to try
8 and obtain witnesses for us to talk to in this matter to help substantiate the claims. This was important
9 because it directly related to our ability to maintain this case as a class action and our ability to obtain a
10 favorable settlement for the class.

11 8. Throughout this litigation our office had numerous communications with Defendant's
12 counsel discussing our respective positions. It was only after approximately eight (8) months of
13 extensive, arm's length negotiations that the parties were able to reach a settlement. The negotiations
14 were at all times contentious and adversarial, though still professional in nature.

15 9. The parties reviewed and analyzed substantial amounts of data regarding the class
16 claims. Based on our analysis and review of all relevant documents and Class Member information, I
17 have determined that the maximum damages for the asserted class claims is approximately
18 \$1,256,840.75 which includes civil penalties under the PAGA. The likely exposure for PAGA
19 penalties is approximately \$254,187.50, based on the counts alleged to the LWDA and the class data.
20 Based on our research, we did not find any prior labor commissioner or court decisions that stated
21 Defendant's practices and/or policies were improper. As such, a "subsequent violation" may not be
22 found for penalty calculation purposes and the exposure analysis here is based on an "initial violation"
23 valuation being adopted by any fact finder if this matter went to trial.

24 10. I believe the PAGA penalties in this case may be reduced however due to the fact that
25 the penalties would be in addition to amounts owed for substantive violations and much of the
26 penalties are based on violations due to technical non-compliance with the Labor Code. Furthermore,
27 Defendant produced a substantial number of documents that a Court may find demonstrates a good
28 faith attempt at compliance that merits the reduction of civil penalties. Courts regularly cut civil

1 penalties on PAGA claims where statutory penalties for the same violations are assessed as well. The
2 statutorily authorized discretion that Courts have used to reduce penalties ranges substantially. *See*
3 *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction);
4 *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, *9 (C.D. Cal. 2011) (82% reduction).
5 Thus, civil penalties may be cut to approximately \$45,753.75 (82% reduction) or lower given the
6 derivative recovery. Taking this into account, the likely recovery if Plaintiff was successful at trial on
7 proving all the substantive class damages plus civil penalties after a reduction of the PAGA penalties
8 would be approximately \$1,048,407. Taking this into account, Plaintiff's \$170,000.00 gross recovery
9 under the Agreement represents approximately 16% of the maximum likely value in this matter. After
10 deducting from the Maximum Settlement Amount the proposed allocations for attorneys' fees and
11 costs, any Enhancement Payment to the Class Representative, Claims Administrator Costs, and the
12 75% portion of the PAGA Payment to the LWDA, the net recovery under the Agreement (\$76,061.33)
13 represents approximately 7.3% of the maximum likely value in this matter. The average net award is
14 approximately \$1,120.56 and the highest recovery under the Agreement is \$3,385.60. I believe the
15 Agreement represents a reasonable compromise of claims based on the legal and factual disputes in
16 this case. The ability to secure a guaranteed settlement now and ensure Class Members receive some
17 compensation, rather than proceed to further litigation and potentially recover nothing, was a
18 motivating factor in reaching this Agreement.

19 11. I am a Shareholder/Partner at Shimoda & Rodriguez Law, PC. My law firm is a
20 boutique law practice that focuses primarily in employment litigation, emphasizing wage and hour
21 litigation, including class actions and PAGA cases. In agreeing to represent Plaintiff and take on the
22 case for all Class Members, we agreed to take this case on a contingency basis, meaning that we took
23 the risk of obtaining no money for the time and effort my firm expended on the case unless our firm
24 was able to recover compensation for the class. This is a substantial risk in class litigation because in
25 addition to the normal perils of litigation associated with overcoming merits and damages issues in the
26 case, class certification must typically be granted if our firm is to recovery anything close to the value
27 of our time put in the case. Typically, the damages suffered by any one individual, including the
28 named representative, is disproportionately low compared to the time and expense of litigating that

1 case on an individual basis. However, I do believe it is important to make sure employees are able to
2 find affordable representation in order to ensure that employers are providing complete and accurate
3 representations to employees regarding all hard-earned wages.

4 12. My firm does not have a large number of attorneys or cases and taking on class actions
5 to vindicate the rights of class members represents a substantial risk and burden as class action
6 litigation requires a substantial amount of time and financial resources to successfully litigate. During
7 the majority of this case, our firm had only four (4) attorneys, which includes myself. Ms. Jessica L.
8 Hart recently left the firm in January 2020 and now we are back to only three (3) attorneys. I believe
9 the risk experienced by my firm taking on class action litigation cases is much more substantial than
10 what typically larger law firms would face as they could spread the risk across multiple practice
11 departments and a large number of cases. Because we are a smaller firm, the amount of time it takes
12 to litigate class cases will naturally take away time we could spend on other cases and limit the amount
13 of cases we can take at any given time.

14 13. We rely on attorneys' fee awards in order to continue working to ensure California
15 wage and hour protections are enforced. Recovery of our full lodestar plus an appropriate multiplier is
16 necessary to compensate for the risk undertaken. Otherwise, we could not continue to represent
17 employees who are denied wages, but whose cases may be time-consuming and difficult to prove.
18 There have many class cases we have litigated where ultimately we get zero for our time because we
19 are unable to meet certification requirements or the company becomes financially insolvent.
20 Additionally, there are occasions, where the fee recovered actually results in a negative multiplier of
21 our lodestar. In addition to investing our time, our firm has incurred litigation costs that have not yet
22 been paid. This is a financial burden and risk that should be recognized as well.

23 14. I graduated from the University of Utah in 2000 with a B.S. in Business Management
24 and a B.A. in Asian Studies, with a minor in Japanese language. I then attended and graduated from
25 the University of the Pacific, McGeorge School of Law and received my J.D. degree in 2003. I
26 graduated from McGeorge in the top 5% of my class and was a member of the Order of the Coif and
27 Traynor Honor Society. Since graduating from McGeorge, I have authored a number of employment
28 law articles for journals and our firm regularly publishes articles on our firm's website.

1 15. I have been a regular panel speaker for the CEB (Continuing Education of the Bar)
2 Employment Review seminars from 2014 to the present. My speaking engagements include the
3 following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual
4 Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the
5 Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in
6 Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6)
7 CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law
8 Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class
9 Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21,
10 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the
11 Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour
12 Panel and AB 1825 Training: Updates on California’s New Wage Laws and Manager Compliance
13 Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section –
14 PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento
15 Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of
16 Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and
17 Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association
18 - PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20,
19 2017); 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better
20 Know a Venue Roundup (May 17, 2019). I have been AV rated by Martindale Hubbell since 2013,
21 was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized
22 as a Super Lawyer from 2014 to present.

23 16. I have practiced law in California since being admitted to the State Bar in 2003,
24 litigating wage and hour class actions and individual wage and hour litigation among other cases. I
25 began practicing class action law on the defense side at the firm of Orrick, Herrington & Sutcliffe
26 LLP. I then switched to plaintiff class action work in 2005. My class action experience is in wage and
27 hour law. I have litigated several class action cases in California State and Federal Courts, including
28 up to certification, settlement, preliminary and final approval, and disbursement of monies, and have

1 been found to be satisfy the adequacy requirements for class counsel. Some of the class action and/or
2 PAGA cases I am litigating and/or have litigated as lead or co-counsel include the following:

- 3 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 4 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 5 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 6 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 7 • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 8 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 9 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 10 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 11 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
12 Sup. Ct.);
- 13 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 14 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
15 Ct.);
- 16 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
17 Ct.);
- 18 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880
19 (Sac. Sup. Ct.);
- 20 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 21 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
22 Ct.);
- 23 • *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 24 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
25 00209613 (Sac. Sup. Ct.);
- 26 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 27 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 28 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)

- 1 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242
2 (San Joaquin Sup. Ct.);
- 3 • *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- 4 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac.
5 Sup. Ct.);
- 6 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 7 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 8 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac.
9 Sup. Ct.);
- 10 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 11 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 12 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 13 • *Hernandez et al. v. MP Nexlevel, LLC et al.*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- 14 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- 15 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 16 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 17 • *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- 18 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 19 • *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- 20 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 21 • *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- 22 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
23 Sup. Ct.);
- 24 • *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- 25 • *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- 26 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 27 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 28 • *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);

- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup. Ct.);
- *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

17. The preceding list does not include those cases where, for various reasons, the case was filed as a class action and/or PAGA action, but did not maintain that status through the end of the case.

18. My partner, Justin P. Rodriguez, Esq., also worked with me on this matter and was critical in assisting with the litigation of this case. Mr. Rodriguez attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the Departmental Citation for Academic Achievement in the Philosophy program. He was one of only two recipients of this award out of the entire Philosophy Department. After U.C. Davis, Mr. Rodriguez attended the University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris Doctorate. He graduated in the top 20% of his class and was a member of the Traynor Honor Society at McGeorge. Other academic achievements of his include receiving a Witkin Award (top grade) in his legal research and writing course, a Witkin Award in complex civil litigation, being a member of the Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business & Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar Association Diversity Fellow in

2009. Mr. Rodriguez was also a member of the Employment and Labor Law Society and an officer for the Latino Law Students Association from 2009 to 2010.

19. Mr. Rodriguez has been practicing law since 2011. From 2011 to 2016, he worked at Shimoda Law Corp. as an Associate. He became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp. became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, Mr. Rodriguez has received an AV Preeminent rating from Martindale-Hubbell for his legal ability and ethical standards. From 2018 to present, he has been recognized as a Super Lawyer (Rising Star). In September 2018, he was a panel speaker for the Sacramento County Bar Association Labor and Employment Law Section's presentation of "*Epic Systems*, PAGA, and the Future of Employment Arbitration in California." In July 2020, he was a panel speaker for the Association of Defense Counsel of Northern California & Nevada presentation of "Class Actions and PAGA Claims." His practice focuses on complex civil litigation, including wage and hour class actions, PAGA claims, and Fair Labor Standards Act ("FLSA") claims. He is actively involved in most all of the complex litigation handled by our firm. Class and/or PAGA actions he has litigated or is currently litigating includes, but is not limited to, the following::

- *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- *Adams-Anguy v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080 (San Joaquin Sup. Ct.);
- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup. Ct.);
- *Barkhousen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup. Ct.);
- *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);

- 1 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-
2 00271174 (Sac. Sup. Ct.);
- 3 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
4 Ct.);
- 5 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
6 Ct.);
- 7 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880
8 (Sac. Sup. Ct.);
- 9 • *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- 10 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
11 Ct.);
- 12 • *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 13 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
14 00209613 (Sac. Sup. Ct.);
- 15 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 16 • *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-
17 00222101 (Sac. Sup. Ct.);
- 18 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- 19 • *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup.
20 Ct.);
- 21 • *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- 22 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 23 • *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup.
24 Ct.);
- 25 • *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac.
26 Sup. Ct.);
- 27 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 28 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);

- 1 • *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- 2 • *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- 3 • *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- 4 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 5 • *Hellum v. AI Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- 6 • *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- 7 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- 8 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 9 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 10 • *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- 11 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 12 • *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- 13 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 14 • *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-
15 EFB (E.D. Cal.);
- 16 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 17 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 18 • *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 19 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
20 00082201 (Sac Sup. Ct.);
- 21 • *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- 22 • *Salmon v. Ovarions Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.) ;
- 23 • *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.) ;
- 24 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 25 • *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- 26 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 27 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553
28 (Sac. Sup. Ct.);

- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

20. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

21. My former associate, Jessica L. Hart, Esq., also worked with me on this matter with me and was critical in assisting with the litigation of this case. Ms. Hart graduated from University of California Davis School of Law. Prior to joining our firm, Ms. Hart worked alongside a number of attorneys in the Sacramento area focusing almost exclusively on plaintiff's side litigation and employment law. Since joining my firm, Ms. Hart has worked on a variety of individual, class action, and Private Attorneys General Act cases involving wage and hour claims. As an associate, some of the class action and/or PAGA cases Ms. Hart worked on include the following:

- *Afoa v. Milestone Retirement Communities, LLC, et al.*, Case No. 34-2020-00282555 (Sac. Sup. Ct.);
- *Cota v. Milestone Management (CA) – Meadows, LLC*, Case No. 34-2020-00280648 (Sac. Sup. Ct.);
- *Coy v. Southern Home Care Services, Inc., et al.*, Case. No. 2:21-CV-00067-JAM-CKD (E.D. Cal.);
- *Dreyer v. Automation Anywhere, Inc.* Case. No 20CV372730 (Santa Clara Sup. Ct.);
- *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242 (San Joaquin Sup. Ct.);
- *Fang v. Interpress Technologies, Inc.* Case. No. 34-2021-00292937 (Sac. Sup. Ct.);
- *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- *Garcia v. Aquality Water Management, Inc.* Case No. 34-2021-00292794 (Sac. Sup. Ct.);
- *Hawkins v. Twitch Interactive, Inc.*, Case No. 34-2020-00281761 (Sac. Sup. Ct.);
- *Hudson v. Stockton Nursing and Rehab Center, LLC*, Case No. STK-CV-UOE-2020-0008507 (San Joaquin Sup. Ct.);
- *Hussaini v. Integrated Resources, Inc, et al.*, Case. No. 34-2021-00297152 (Sac. Sup. Ct.);

- 1 • *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental Corporation, et al.*, Case No. 34-2020-00290072
- 2 (Sac. Sup. Ct.);
- 3 • *Leon v Golden Bay Fence Plus Iron Works, Inc., et al.*, Case No. STK-CV-UOE-2021-
- 4 0000543 (San Joaquin Sup. Ct.);
- 5 • *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- 6 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
- 7 Sup. Ct.);
- 8 • *Madrigal Vargas v. Mary Ann's Baking Co., Inc.*, Case No. 2:21-CV-00320-JAM-JDP (E.D.
- 9 Cal.);
- 10 • *Perez v. Too Infinity Management, LLC, et al.*, Case No. 34-2020-00285276 (Sac. Sup. Ct.);
- 11 • *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- 12 • *Williams v. Med-Data, Incorporated*, Case No. 34-2020-00278445 (Sac. Sup. Ct.);
- 13 • *Whiteside v. SPSG Partners, et al.*, Case No. 2:20-cv-01643-TLN-DMC (Sac. Sup. Ct.);
- 14 • *Valentin v Sacramento Laundry Company, Inc.*
- 15 *Sacramento Superior Court Case No. 34-2019-00270987; and*
- 16 • *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin
- 17 Sup. Ct.).

18 22. The preceding list of cases does not include those where, for a variety of reasons, the
19 case was initially filed as a class and/or PAGA action, but did not maintain that status through the end
20 of the case.

21 23. I am requesting attorneys' fees and costs pursuant to the common fund doctrine as I
22 believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35
23 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt*
24 *v. Grauly*, 886 F.2d 268, 271 (9th Cir. 1989). Plaintiff and our firm have been able to secure an
25 identifiable benefit on behalf of the class and equity counsels that the cost of the representation should
26 be born equally amongst all class members receiving these benefits. The settlement recovery provides
27 an excellent result and is the product of substantial time and effort in analyzing the facts and law
28 applicable to this case. I have reviewed fee arrangements and Court ordered fee awards in similar

1 class cases and I believe that the thirty-five percent (35%) fee request is within the accepted ranges
2 and eminently reasonable in light of the results obtained for the putative class, which is an average net
3 payout of \$1,120.56 and high net payout of \$3,385.60. In my experience with contingency cases in
4 employment law cases, the typical percentage negotiated between parties ranges from thirty-five to
5 forty percent (35% to 40%) in individual litigation. In class action litigation, my experience in my
6 own firm and working with several other firms has been that the typical percentage negotiated between
7 parties, and approved by a court, ranges from thirty to forty percent (30% to 40%) based on the same
8 factors. I have also reviewed several recent Federal District Court Cases where the Court has
9 approved common fund-based fee requests. These cases include *In re Activision Sec. Litigation*, 723
10 F.Supp. 1373, 1379 (N.D. Cal. 1989), *Watson v. Raytheon Company*, USDC Southern District, Case
11 No. 3:10-cv-0063, *Dirienzo v. Dunbar Armored, Inc.*, USDC Southern District, Case No. 3:09-cv-
12 02745, *Green, et al. v. Penske Logistics, L.L.C., et al.*, USDC Southern District, Case No. 3:09-cv-
13 00069, *Benitez et al. v. Wilbur*, USDC Eastern District, Case No. 1:08-cv-01122, *Chavez et al. v.*
14 *Petrissans et al.*, USDC Eastern District, Case No. 1:08-cv-00122, and *Willis et al. v. Cal-Western*
15 *Transport*, USDC Eastern District, Case No. 1:00-cv-05695, which are cited in Plaintiff's
16 Memorandum of Points and Authorities. I believe my request of \$59,500.00 (approximately 35%) for
17 attorneys' fees is justified given the results obtained on behalf of the class. Moreover, at this time, my
18 firm has advanced all costs for Plaintiff and class members and has not received any compensation
19 whatsoever for our time expended in this case.

20 24. A lodestar cross check confirms the reasonableness of our fee request. Filed with this
21 Motion as Exhibit F is a true and correct copy of a summary chart showing the task categories and
22 hours worked by each billing attorney and/or paralegal in each category. I have reviewed the billing
23 entries with Justin P. Rodriguez and believe the hours reported are accurate. I, as well as all other
24 individuals billing their time in the firm, use our firm's billing software, which tracks the entries by
25 day and time. Our billing software also records time in 1/10 of an hour increments. Our billing
26 software also enables the use of a start/stop timer that can be used to more accurately record how long
27 a particular task takes. Everyone billing time in our firm is given instruction on how to utilize the
28 software and instructed to record their time in a similar manner as described herein.

25. I regularly practice law in the greater Sacramento area, central valley, and Chico/Redding area in California state courts and have practiced law in federal courts, including the Eastern District of California. However, I have never had occasion to file a fee motion in Calaveras County, so I do not have a prior order establishing my rate in that area. In July 2020, I was approved by the Solano County Superior Court at a rate of \$675.00 per hour. In this same order Mr. Rodriguez was approved at a rate of \$525.00 per hour. *See Valdez v. Karma, Inc., DBA Manteca Care & Rehabilitation Center*, Case No. FCS053239 (Solano Sup. Ct.). Mr. Shimoda and I were also recently awarded attorneys fees at these same rates in Riverside County Superior Court in June 2022 and Ms. Hart was approved at the rate of \$325 per hour in this same case. *See Franco v. Rancho Family Medical Group, Inc., et al.*, Case No. CVRI2102264 (Riverside Sup. Ct.). Ms. Jennifer Livingston is a senior paralegal at my firm with approximately 20 years of litigation experience covering both employment law and personal injury matters. I regularly bill \$150.00 per hour for her time. I believe these rates fall within the prevailing rates for complex civil litigation attorneys and paralegals of similar skill and experience practicing within Calaveras County. My understanding is that the rates of attorneys practicing in Solano County are comparable to those practicing in and around Calaveras County.

26. Based on our prior approved rates, the hours expended in this case through final approval, and an estimated 6 additional hours after final approval monitoring the implementation of the settlement pursuant to the Court's order, our firm's total expected lodestar is as follows:

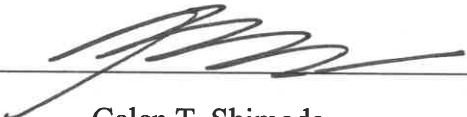
<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Lodestar</u>
Galen T. Shimoda	18.8	\$675	\$12,690.00
Justin P. Rodriguez	63.6	\$525	\$33,390.00
Jessica L. Hart	52.6	\$325	\$17,095.00
Jennifer Livingston	13	\$150	\$1,950.00
Total:	148		\$65,125.00

1 27. I believe the \$7,500 Service Award is an appropriate payment to Plaintiff for the time
2 and effort he expended on behalf of the class and especially because he is subject to a general release
3 of all claims that no other class member is subject to. It is also within the range of enhancement
4 approved by Courts in class action cases like this. *See West v. Circle K Stores, Inc.*, 2006 U.S. Dist.
5 LEXIS 76558, at *7-*8, *12, *27 (E.D. Cal. 2006) (awarding a \$15,000 representative enhancement
6 where 10,000 class members were to receive a gross award of approximately \$500 each from the
7 \$5,000,000 settlement); *see Dent v. ITC Serv. Croup*, 2013 U.S. Dist. LEXIS 139359, at *9-*10, *15-
8 *16 (D. Nev. Aug. 6, 2013) (awarding a \$15,000 representative enhancement out of a \$150,000
9 settlement for approximately 530 class members).

10 28. The expected costs through final approval are \$2,756.04. Attached as Exhibit E is a
11 true and correct copy of the costs, with accompanying invoices, incurred prior to the filing of this
12 Motion and the expected costs through the final approval and fairness hearing. Our firm charges a flat
13 \$500.00 fee for the costs of copying, scans, calls, non-certified & non-courier postage, and legal
14 research fees. Any difference in the actual costs and the maximum amount allocated under the
15 Agreement will be added to the Net Settlement Amount. I believe all the itemized costs were
16 reasonably necessary and incurred in connection litigating this case for the benefit of Class Members
17 and they are costs I would normally charge to any client.

18 29. A copy of the proposed Agreement and the entire Motion was submitted to the LWDA
19 for review at the same time the Motion was submitted to the Court pursuant to California Labor Code
20 section 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents
21 were provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion
22 as Exhibit E.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing is
24 true and correct. Executed on Aug 3 2022 in Elk Grove, California.

25
26 
27 Galen T. Shimoda
28