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similarly aggrieved,

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

JOSE LEDESMA, an individual and on behalf
of all others similarly aggrieved,

Plaintiff,

v.

CONNELL CHEVROLET, a California
corporation; PAUL W. DODDRIDGE, an
individual; and DOES 1 through 100;
inclusive,

Defendants.

CASE NO.: 30-2021-01210019-CU-OE-CXC

*[Assigned for all purposes to the Hon. William
Claster in Dept. CX-104]*

REPRESENTATIVE ACTION

**PLAINTIFF'S SUPPLEMENTAL BRIEF
IN SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

**[Filed concurrently with Supplemental
Declarations of Jasmin K. Gill and Vedang
J. Patel; Amended [Proposed] Order; and
Amended [Proposed] Judgment]**

HEARING INFORMATION

DATE: May 9, 2025
TIME: 9:00 a.m.
DEPT: CX-101

Action Filed: July 9, 2021
Trial Date: None Set

1 Plaintiff Jose Ledesma (“Plaintiff”) hereby respectfully submits this Supplemental Brief in
2 response to the Court’s request for supplemental briefing in support of Plaintiff’s Motion for
3 Approval of PAGA Settlement, as follows:

4 **I. Interview of Other Aggrieved Employees (Lab. Code §§ 98.6, 1102.5)**

5 The Court inquired as to whether Plaintiff interviewed anyone other than Plaintiff to value
6 the case, noting that it was particularly important for the proposed release of claims based on Labor
7 Code §§ 98.6 and 1102.5. Plaintiff interviewed other employees to value the case, but did not
8 interview other aggrieved employees aside from Plaintiff specifically as to the Labor Code §§ 98.6
9 and 1102.5 claims. The parties have agreed to exclude Labor Code §§ 98.6 and 1102.5 from the
10 settlement’s release. A true and correct copy of the Amended Joint Stipulation Re: PAGA Settlement
11 with its internal Exhibit 1 (“Settlement” or “Agreement”) evidencing the revised release language
12 is attached as **Exhibit 1** to the Supplemental Declaration of Jasmin K. Gill in Support of Plaintiff’s
13 Motion for Approval of PAGA Settlement (“Gill Decl.”). A redlined version of the Agreement is
14 attached as **Exhibit 2** to the Gill Decl. filed concurrently.

15 **II. Plaintiff’s Expert**

16 Plaintiff retained Berger Consulting Group for expert analysis in this matter. A true and
17 correct copy of Berger Consulting Group’s current CV is attached as **Exhibit 3** to the Gill Decl.

18 **III. Evidence Supporting and Undercutting Claims and Defenses**

19 The Court requested further information about the evidence that supports and undercuts
20 claims and defenses to assess the fairness of the settlement. Plaintiff provides this information as
21 follows:

- 22 • Minimum Wage Violations: The evidence demonstrated that employees regularly had to
23 don their uniforms in the locker room prior to clocking in and had to monitor walkie-
24 talkies while off-the-clock, in case Defendants needed to reach them such that they were
25 still subject to Defendants’ control during any attempted meal periods. As such, Plaintiff
26 alleges Defendants would be liable for minimum wage violations for each shift worked.
27 Moreover, a review of the records produced, when extrapolated to the PAGA Period,
28 revealed that 17% of pay periods contained unpaid wages.

- 1 • Overtime Violations: The evidence demonstrated that Defendants maintained facially
2 non-compliant timekeeping policies in that employees were required to obtain pre-
3 approval in writing from their supervisor or department manager prior to working any
4 overtime or they would be subjected to discipline, including termination. Furthermore,
5 53.7% of shifts recorded were above eight (8) hours in length, thus the unpaid off-the-
6 clock work due to employees regularly having to don their uniforms in the locker room
7 prior to clocking in and having to monitor walkie-talkies while off-the-clock, in case
8 Defendants needed to reach them such that they were still subject to Defendants' control
9 during any attempted meal periods, would result in overtime violations for
10 approximately half of the shifts. A review of the records produced also revealed that 17%
11 of pay periods had overtime hours that were not paid at the proper overtime wage.
- 12 • Meal Period Violations: The evidence demonstrated that Defendants' meal period
13 policies are facially non-compliant because, among other things, they instruct employees
14 that they are not expected to respond to work-related communications or expected to
15 perform work-related tasks, however they fail to instruct employees that they are not
16 required to respond to work-related communications or perform work-related tasks. A
17 vast majority of the time records produced by Defendants have either a meal period
18 violation or a meal period recorded to be exactly 30 minutes in length. For shifts greater
19 than 5 hours, over 23% do not have a recorded meal period. As to the meal periods that
20 were recorded, nearly half, 44.3%, were untimely, 6.3% of them were less than 30-
21 minutes, and 14.8% of them were exactly 30 minutes in length. Furthermore, a review
22 of the time records produced by Defendants reveal that all of the shifts which require
23 employees to have a second meal period did not contain such meal period. The evidence
24 did not reflect that a single meal period premium was paid.
- 25 • Rest Period Violations: The evidence demonstrated that employees regularly had to
26 monitor walkie-talkies while off-the-clock, in case Defendants needed to reach them
27 such that they were still subject to Defendants' control during any attempted rest periods.
28 Yet, the evidence did not reflect that a single rest period premium was paid.

- 1 • Waiting Time Penalties: The evidence in support of each of the claims above suggested
2 that each former employee would be entitled to waiting time penalties because the
3 majority of employees were not paid all minimum and overtime wages owed and nearly
4 all employees did not receive meal and rest break premium wages to which they were
5 entitled for meal and rest periods that failed to comply with the Labor Code.
- 6 • Wage Statement Violations: The evidence in support of each of the claims above
7 suggested that Defendants would be liable for wage statement violations during ever pay
8 period because the majority of employees were not paid all minimum and overtime
9 wages owed and nearly all employees did not receive meal and rest break premium
10 wages to which they were entitled for meal and rest periods that failed to comply with
11 the Labor Code. Moreover, a review of the records produced revealed instances of facial
12 wage statement violations in that Defendants failed to accurately report the total hours
13 worked and failed to include break pay hours on employees' wage statements.
- 14 • Failure to Reimburse. The evidence demonstrated that Defendants failed to reimburse
15 employees for being required to purchase personal protective equipment such as steel-
16 toe boots and mechanic gloves, the purchase and maintenance of tools for work-related
17 purposes, and in the use of personal cellular phones to communicate with upper-
18 management. However, on review of the records produced, the only reimbursements
19 paid were a \$15 cell phone reimbursement made to only some employees.

20 **IV. Retaliation Claims (Lab. Code §§ 98.6, 1102.5)**

21 The Court indicated it would not permit the release of the retaliation claims (Lab. Code §§
22 98.6, 1102.5) without a full valuation and fairness analysis. Given that the parties did not exchange
23 any data regarding these claims specifically in advance of mediation and Plaintiff did not interview
24 anyone aside from Plaintiff specifically as to these claims, the parties have agreed to exclude Labor
25 Code §§ 98.6 and 1102.5 from the Settlement's release as to all aggrieved employees aside from
26 Plaintiff. (*See Gill Decl., Exh. 1.*)

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28 ///

1 **V. Plaintiff's Individual Claims**

2 Plaintiff separately settled his individual Labor Code claims. The parties have agreed to
3 lodge the confidential Settlement Agreement with the Court for in camera review. Defendants will
4 lodged a copy of the confidential Settlement Agreement with the Court for in camera review as of
5 today's date via e-mail correspondence to the Court's clerk.

6 **VI. Lodestar Hours**

7 The Court requested counsel provide contemporaneously made billing records for lodestar
8 cross-check purposes.

9 While PAGA Counsel has not engaged in billing time to plaintiffs for every 6 minutes
10 worked on contingency matters for which they are retained, as that is not the standard way
11 contingency cases work, as detailed in the declarations of PAGA Counsel filed concurrently, PAGA
12 Counsel have kept extensive contemporaneous records and internal documents, among other things,
13 that are contemporaneous time records from which PAGA Counsel have provided all of the figures
14 for hours worked in this Action. (*See* Patel and Gill Declarations filed concurrently.)

15 Furthermore, as detailed in the declarations filed concurrently, as well as the Amended
16 Declaration of Jasmin K. Gill filed on March 5, 2025 (ROA #155) and the Declarations of Jasmin
17 K. Gill (ROA #146) and David D. Bibiyan (ROA #147) filed on February 21, 2025, the lodestar
18 total and itemized hours were not only based on the extensive contemporaneous records identified
19 above, but PAGA Counsel also extensively reviewed the case file, their case management software,
20 which contemporaneously tracks all email exchanges, their own personal knowledge and memory
21 of all tasks and items completed for this case, discussions among counsel, among other things. (*See*
22 Amended Declaration of Jasmin K. Gill filed on March 5, 2025 (ROA #155) and the Declarations
23 of Jasmin K. Gill (ROA #146) and David D. Bibiyan (ROA #147) filed on February 21, 2025; *see*
24 *also* Patel and Gill Declarations filed concurrently.)

25 Notwithstanding the fact that PAGA Counsel have kept extensive contemporaneous records
26 and internal documents relating to the tasks completed in this case, all costs incurred in the case as
27 well as the calls, hearings, and events in the case as well as reviewed all activities within each of
28 their practice management software in great detail, California courts do *not* even require

1 contemporaneous time records. Trial courts have discretion to award fees based on their view of the
2 number of hours reasonably spent. The California Supreme Court has indicated that the court’s
3 discretion in awarding attorney fees is, initially (“absent circumstances rendering the award unjust”),
4 to be exercised so as to fully compensate counsel for the prevailing party for services reasonably
5 provided to his or her client. (*See Horsford v. Board of Trustees of California State University*
6 [*“Horsford”*] (2005) 132 Cal.App.4th 359, 395 [citing to *Ketchum v. Moses* (2001) 24 Cal.4th 1122,
7 1133].)

8 In *Sommers v. Erb* (1992) 2 Cal.App.4th 1644, 1651, for example, the Court upheld fees
9 based on time estimates tied to tasks. (*Id.*, accord *Wershba v. Apple Computer* (2001) 91
10 Cal.App.4th 224, 255 [“California case law permits fee awards in the absence of detailed time
11 sheets”]; *see also Weber v. Langholz* (1995) 39 Cal.App.4th 1578, 1587.) Moreover, in *PLCM*
12 *Group v. Drexler* (“*Drexler*”) (2000) 22 Cal.4th 1084, 1095 at fn. 4, the Court remarked that the
13 counsel who sought fees had not kept contemporaneous records of work on the matter, but still
14 allowed the fee request. (*Id.*) “[V]erified time statements of [] attorneys, as officers of the court, are
15 entitled to credence in the absence of a clear indication the records are erroneous.” (*Horsford*,
16 Cal.App.4th at 396-397.) In that case, the attorney stated in his verified declaration that his listing
17 of hours was reasonably necessary to achieve “[his] clients’ goals.” (*Id.*)

18 Notwithstanding the foregoing, based upon extensive investigation, discussion, and analysis
19 of this matter, including extensive investigation, discussion, and analysis between and among co-
20 counsel, PAGA Counsel are able to present the following information for the Court:

- 21 • Approximately 68.9 hours were spent on this case prior to litigation in investigation of
22 the matter, including: Interviewing the Plaintiff; reviewing and analyzing Defendants’
23 policies provided by Plaintiff to Plaintiff’s counsel; searching for all corporate entities
24 under which Defendants may have operated and any appropriate parents subsidiaries,
25 or affiliates that may have been properly named; reviewing Defendants’ policies;
26 further research and analysis regarding Defendants’ practices affecting Aggrieved
27 Employees; the viability of Plaintiff as an adequate representative for Aggrieved
28

1 Employees and the LWDA; whether Aggrieved Employees are entitled to PAGA
2 Penalties; and other pertinent inquiries.

- 3 • Approximately 16.7 hours were spent complying with prerequisites of PAGA prior to
4 filing the action, drafting and filing the initial class action as well as working with co-
5 counsel in drafting and filing the First Amended Complaint to add the representative
6 claims under PAGA.
- 7 • Approximately 103.2 hours were spent meeting and conferring with opposing counsel
8 regarding the purported arbitration agreements at issue, reviewing Defendants' initial
9 motion to compel arbitration, working with co-counsel and Plaintiff in drafting and
10 filing Plaintiff's opposition to the motion to compel arbitration, including all supporting
11 documents, reviewing Defendants' reply in support of its motion, and preparing for and
12 attending the hearing on Defendants' motion to compel arbitration.
- 13 • Approximately 24.3 hours were spent staying abreast of the changing legal landscape
14 affecting issues in this case, including review and analysis of the continuously changing
15 new case law in the wage-and-hour employment area of practice.
- 16 • Approximately 78.7 hours were spent working with co-counsel and Plaintiff in
17 preparing and filing a second Opposition, including all declarations and supporting
18 documents, to Defendants' Motion to Compel Arbitration due to Defendants filing a
19 second Motion to Compel Arbitration for Plaintiff's individual PAGA claim.
- 20 • Approximately 45.6 hours were spent meeting and conferring extensively with
21 opposing counsel regarding the prospect of mediation; the identity of a mutually
22 agreeable mediator; the scope of a potential mediation; as well as meeting and
23 conferring extensively on both formal discovery sets and informal discovery prior to
24 mediation; the documents and information that would have to be exchanged prior to
25 attendance of mediation, including the sampling of time and payroll records that would
26 be accepted; the prospect of obtaining contact information for Aggrieved Employees;
27 the policies that would have to be exchanged; personnel records that were necessary
28

1 for Plaintiff; and the exchange of other documents, such as Labor Code section 2810.5
2 notices.

- 3 • Approximately 33.9 hours were spent working with opposing counsel toward
4 marshaling time and pay records, coordinating them, analyzing them with the aid of
5 third party expert consultants, and working through results to determine the compliance
6 rate in connection with Labor Code violations, while simultaneously subcategorizing
7 the results between different classes of employees, including based on job titles and
8 hours worked; exchange various models with the expert consultants with follow up to
9 obtain various extrapolations and permutations based on potential scenarios and
10 information learned from other aspects of both formal and informal discovery.
- 11 • Approximately 11.5 hours were spent asking Plaintiff further questions prior and
12 during the mediation, including in connection with formal and informal discovery
13 exchanged with Defendants.
- 14 • Approximately 46.9 hours were spent preparing the mediation brief and damages
15 model in advance of mediation, discussions with Defendants' counsel regarding
16 Plaintiff's theories and Defendants' defenses prior to mediation, and attendance at
17 mediation, as well as, drafting and negotiating a Memorandum of Understanding.
- 18 • Approximately 33.6 hours were spent preparing a Long Form Settlement Agreement
19 spanning months, which saw the exchange of several drafts.
- 20 • Approximately 5.6 hours were spent preparing a PAGA Payment Letter and obtaining
21 bids from third party administrators for administration of a PAGA Payment Letter to
22 Aggrieved Employees regarding the settlement of this Action.
- 23 • Approximately 7.7 hours were spent working with Plaintiff for further documents and
24 information, answering questions for Plaintiff, keeping Plaintiff apprised of the
25 litigation, and helping Plaintiff understand case events including the reason for
26 mediation, the Memorandum of Understanding, and the Settlement Agreement.
- 27 • Approximately 69.5 hours were spent preparing the Motion for PAGA Approval,
28 including all documents in support of the Motion, reviewing and analyzing the Court's

1 initial tentative in light thereof, meeting and conferring with opposing counsel
2 regarding revisions to the Settlement Agreement in light of the Court's initial ruling,
3 drafting an Amended Settlement Agreement; negotiating the Amended Settlement
4 Agreement with Defendants' Counsel, and working on obtaining a fully executed copy
5 of the Amended Settlement Agreement, and preparing the instant supplemental briefing
6 and declarations.

- 7 • This amounts, after the further briefing, to 546.10 hours spent by PAGA Counsel in
8 furtherance of the Action, and the over 500 hours collectively expended by the lawyers
9 and staff members of J. Gill Law Group, P.C. and Bibiyan Law Group, P.C. in
10 connection with this Action is only a calculation of efforts made thus far. Thus, PAGA
11 Counsel requests that the Court find that these hours are reasonable in this litigation.

12 For the foregoing reasons, PAGA Counsel respectfully request the Court approve the
13 attorneys' fees requested in the amount of 33.33% of the gross settlement amount. Particularly since,
14 the amount of attorneys' fees actually incurred in this Action far exceed the amount of fees
15 requested.

16 **VII. Translation of PAGA Letter**

17 The PAGA Letter will be translated into Spanish pursuant to the Agreement. Defense
18 counsel has confirmed with Defendants that no additional languages are required.

19
20 Dated: April 30, 2025

J. GILL LAW GROUP, P.C.

21
22 BY: /s/ Jasmin K. Gill

23 JASMIN K. GILL

SACHA POMARES

24 Attorneys for Plaintiff JOSE LEDESMA, an
25 individual and on behalf of all others similarly
26 aggrieved
27
28

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California, over the age of 18 and not a
3 party to the within action. My business address is 515 South Flower Street, Suite 1800, Los Angeles,
California 90071

4 On April 30, 2025, I caused a true and correct copy of the following document(s) described as:
5 **1) PLAINTIFF'S SUPPLEMENTAL BRIEF IN SUPPORT OF MOTION FOR APPROVAL OF**
6 **PAGA SETTLEMENT; 2) SUPPLEMENTAL DECLARATION OF JASMIN K. GILL IN**
7 **SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT; 3) DECLARATION**
8 **OF VEDANG J. PATEL IN SUPPORT OF MOTION FOR APPROVAL OF PAGA**
9 **SETTLEMENT; 4) AMENDED (PROPOSED) JUDGMENT; 5) AMENDED (PROPOSED)**
10 **ORDER** on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope
11 addressed as follows:

9 Gregory J. Ferruzzo
10 Alison C. Gibbs
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21 **Co-Counsel for Plaintiff Jose Ledesma**

22 ☒ **(BY E-MAIL OR ELECTRONIC TRANSMISSION)** Pursuant to California Code of Civil
23 Procedure section 1010.6, California Rules of Court, Rule 2.251(c), among other authorities, I caused a
24 copy of the document(s) listed above to be transmitted from my e- mail address (*emilia@jkgilllaw.com*)
to the person(s) at the e-mail address(es) set forth above. I did not receive, within reasonable time after
transmission, any electronic message or other indication that the transmission was unsuccessful.

25 Executed on April 30, 2025 at Los Angeles, California. I declare under penalty of perjury under
26 the laws of the State of California that the foregoing is true and correct.

27 /s/ Emilia Roldan
Emilia Roldan