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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

IFTIKHAR KHAN, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

PAC AUTO GROUP, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2132675

Honorable Stephanie Tanada
Department S33

**DECLARATION OF IFTIKHAR KHAN IN
SUPPORT OF PLAINTIFF'S SECOND
AMENDED MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND AWARD
OF ATTORNEYS' FEES AND COSTS,
GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION COSTS**

Complaint Filed: November 17, 2021
Trial Date: None Set

DECLARATION OF IFTIKHAR KHAN

I, **Iftikhar Khan**, hereby declare as follows:

1. I am over 18 years of age and a resident of California. I am the named plaintiff in the above-captioned PAGA representative action case entitled *Iftikhar Khan v. PAC Auto Group, Inc.*, San Bernardino Superior Court Case No. CIVSB2132675 (the “Action”). I have personal knowledge of the facts and statements set forth in this declaration, and if called upon to testify, I could and would competently testify thereto.

2. I am providing this declaration because I understand the Court was not inclined to award higher than \$2,500 for my General Release Fee and for the work I have put into the Action, and I wish to provide evidence of my potential individual claims which I am releasing as compensation for my General Release Fee, in support of the position that the Court should award the requested \$10,000 General Release Fee.

3. I understand that I have reached a settlement with PAC Auto Group, Inc. (“Defendant” or the “Company”) in the Action, which includes a release of Released Claims by myself and the State of California against Released Parties arising during the PAGA Period (as set forth in Section 8(a) of the Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement”)), as well as a broad general release of my individual claims against Released Parties along with a California Civil Code section 1542 waiver (as set forth in Section 8(b) of the Settlement Agreement).

4. I was employed by Defendant from approximately July 2020 to approximately January 2021 as a non-exempt, hourly-paid employee. I decided to spearhead the pursuit of the case because, while I worked for Defendant, other employees and I experienced multiple wage and hour issues.

5. Additionally, I also strongly believe that I experienced severe harassment and retaliation during my employment with Defendant, that I was wrongfully terminated as a result of my unwillingness to engage in fraudulent or unethical practices, and that, as a part of the settlement reached in this matter, I will be releasing this and other related claims through the broad general release of my individual claims against Released Parties. I discuss this aspect of my employment experience in this declaration.

6. I believe that in this particular case, my individual release of claims is very significant and constitutes extraordinary circumstances in support of my being awarded the requested General

1 Release Fee.

2 7. Throughout my employment with Defendant, I was requested and pressured to engage in
3 what I perceived as unethical practices with potential clientele. When I declined to engage in the
4 questionable practices and voiced my concerns, I would be yelled at and humiliated in front of my
5 coworkers and clients and was under constant threat of losing my job if I did not comply.

6 8. Additionally, I had sales taken away from me as a result of voicing my concerns, and
7 since I worked off commission, this had a significant negative impact on me and caused constant stress,
8 anxiety, and fear. Due to this constant stress, anxiety, and fear, I began to suffer severe headaches and
9 insomnia, among other things.

10 9. I believe that I was ultimately terminated after another incident with a potential customer
11 and her mother because I refused to engage in what I perceived to be an unethical practice, which
12 caused my managers to erupt into an argument with me and I have to leave work early as a result.
13 When I returned to work the next day, I was told I no longer worked for Defendant, but I was not
14 allowed to have my final paycheck unless I signed paperwork stating that I resigned from my position. I
15 signed the paperwork and received my paycheck one (1) or two (2) weeks later.

16 10. I decided to seek legal advice about my work experiences with Defendant and about
17 pursuing my grievances. I spoke with attorneys at Lawyers *for* Justice, PC because I wanted to do
18 whatever I could to make sure Defendant was held accountable for its wage and hour conduct. After
19 speaking with the attorneys, I investigated representative action lawsuits on my own and did some
20 research into the leading employment law firms in California for approximately **4 hours**. Thereafter, I
21 consulted with the attorneys at Lawyers *for* Justice, PC for **5 hours** discussing my situation,
22 representative action lawsuits under the Private Attorney General Act (“PAGA”), and what it meant to
bring a PAGA action and be a PAGA representative.

23 11. After conducting my own research and discussing my situation with attorneys at
24 Lawyers *for* Justice, PC, I decided the best way to hold Defendant accountable for the multiple wage-
25 and-hour violations that I and other employees suffered (e.g., not being paid for all hours worked and
26 not being provided with compliant meal and rest breaks) was to seek enforcement of the California
27 Labor Code and recovery of civil penalties by pursuing a PAGA action against Defendant. I put the
28 needs and interest of the State of California and aggrieved employees before my own, by filing the

1 Action, and spending significant time and effort prosecuting the case. Ultimately, my efforts were
2 successful in reaching a settlement for the sum of \$300,000.00.

3 12. I understand that a settlement has been reached in this matter which involves the
4 settlement of the PAGA claim, and I understand what my duties and responsibilities are as a PAGA
5 representative. For example, I am aware that I am acting as a representative of the State of California to
6 seek enforcement of the California Labor Code and recovery of civil penalties for alleged violations of
7 the California Labor Code.

8 13. But in addition to the release of the wage-and-hour PAGA claim, the settlement provides
9 for a broad general release of my individual claims, with a California Civil Code section 1542 waiver,
10 and I am aware that this is a material term and condition of the settlement. The \$10,000.00 General
11 Release Fee that I am requesting, under the terms of the Settlement Agreement, is for my broad general
12 release of individual claims with a California Civil Code Section 1542 waiver (set forth in Section 8(b)
13 of the Settlement Agreement). The contemplated payment is reasonable and warranted in in light of my
14 traumatic experiences during my employment with Defendants, including and not limited to, claims for
15 harassment, retaliation, wrongful termination, and emotional distress. Further, with respect to the
16 Action, I have spent over **10 hours** communicating with my attorneys regarding the case and fulfilling
17 my responsibilities as a PAGA representative, which included gathering documents concerning my
18 employment with Defendant reviewing documents with my attorneys, providing information regarding
19 the duties of aggrieved employees, and helping develop a strategy as to what documents and
20 information to obtain from Defendant. I routinely checked in with my attorneys and their staff to make
21 sure that they had all of my most current information and any additional information that I had
22 obtained. As the case progressed, I was available to answer any questions my attorneys had and was
23 available to speak and meet with my attorneys whenever they needed me. I responded to them as
24 quickly as possible and gave them as much information and identified as many documents as I could. I
25 spent at least **6 additional hours** speaking with my attorneys about the case, identifying potential
26 witnesses, providing my attorneys with documents and information concerning the case, and also
27 describing policies, practices, and procedures of Defendant.

28 14. As far as the settlement is concerned, I was available to review documents and answer
any questions my attorneys had. I spent about **2 hours** reviewing the settlement agreement and about **1**

1 **hour** asking questions and discussing the potential settlement with my attorneys before signing the
2 settlement agreement. I have also spent about **2 additional hours** discussing the motion seeking
3 approval of the settlement agreement, the scheduled hearings on the motion, the Court's ruling in
4 connection with the motion to date, and the concurrently filed renewed motion seeking approval of the
5 settlement agreement.

6 15. I believe that I have done everything that my attorneys have asked of me and have tried,
7 to the best of my ability, to seek relief for the aggrieved employees and the State of California. I
8 believe that my efforts helped to get the significant settlement outcome that has been reached in this
9 matter. I also believe that what I did experience, what I have done, and what I will do in this matter, is
10 beyond the scope of services that most PAGA representatives perform. Taking into consideration the
11 time that I have dedicated to this matter and the services that I have performed as a PAGA
12 representative, as well as my broader individual release of claims that are very significant for me, I
13 believe that the contemplated General Release Fee of \$10,000 is reasonable. I sincerely and respectfully
14 request that the Court award me full payment of the General Release Fee.

15 16. I am not related to anyone associated with Lawyers *for* Justice, PC.

16 17. I have not entered into any undisclosed agreements, nor have I received any undisclosed
17 compensation in this case. The only compensation I will receive is whatever amount the Court awards
18 as for the General Release Fee, as well as my Individual Settlement Share as an Aggrieved Employee.

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

21
22 Executed on 06/24/2025, at Fontana, California.

23 Electronically Signed 2025-06-24 17:31:43 UTC - 76.86 141.208
24 iftikhar khan
Hintex AssureSign® 5932b37c-4913-47cd-8734-b3c2014ca982

25 Iftikhar Khan