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Attorneys for Plaintiffs SAM KEOPHIMANE and LUIS MEDINA
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

SAM KEOPHIMANE and LUIS MEDINA,
individually and on behalf of all other
similarly situated employees,

Plaintiffs,

vs.

TRACY AUTO L.P. (DBA TRACY
TOYOTA), a California Limited Partnership;
LOTT AUTOMOTIVE, INC., a California
Corporation; RONALD M. LOTT, an
individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2022-0001117

*Assigned for All Purposes to Hon. Robert T.
Waters, Department 11B*

**DECLARATION OF SAM KEOPHIMANE IN
SUPPORT OF PLAINTIFFS' MOTION TO
APPROVE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT**

Date:
Time: 9:00 a.m.
Dept.: 11B
Judge: Hon. Robert T. Waters

Filed: February 14, 2022
Trial Date: None Set

1 I, Sam Keophimane, declare:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support
4 of Plaintiffs' Motion To Approve Private Attorneys General Act Settlement.

5 2. I worked for Defendants Tracy Auto L.P. (Dba Tracy Toyota), Lott Automotive, Inc.,
6 and Ronald M. Lott ("Defendants") from approximately July 2020 to October 2021 as a non-exempt
7 employee. I was subject to all of Defendants' policies and practices that have been alleged as unlawful
8 in the complaint and the notice sent to the Labor and Workforce Development Agency ("LWDA"),
9 including the following: failure to pay overtime wages, failure to pay minimum wages, failure to
10 provide meal periods or pay premiums in lieu thereof, failure to provide rest periods or pay premium in
11 lieu thereof, failure to provide accurate wage statements, failure to pay final wages, failure to pay
12 reimbursement for expenses, failure to pay contract wages and unlawful deductions, failure to maintain
13 accurate records, failure to provide paid sick leave, and untimely payment of wages.

14 3. I have actively participated in the litigation of this case for the benefit of Aggrieved
15 Employees and the LWDA. Prior to obtaining an attorney, I performed several hours of research
16 trying to find a quality attorney to handle the claims. I also performed several hours of research on the
17 potential claims, so I could be sure I could have an informed discussion with the attorneys about the
18 claims and have a better idea of what to expect in litigation and how to help the case proceed. After
19 securing Shimoda & Rodriguez Law, PC, I continued to be actively involved in the case to help ensure
20 a positive outcome.

21 4. My attorneys explained to me the risks and benefits of bringing a claim under the
22 Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a PAGA action meant
23 that it would take substantially longer than pursuing individual claims and that the claims being
24 pursued were for civil penalties, not for individual claims. I understood that I risked getting nothing in
25 the end, but I believed it was important to make sure that Defendants followed the law for everyone. I
26 also understood that I took on the risk, both professionally and financially, in pursuing the case as a
27 PAGA action rather than pursuing my claims individually, which included the risk of having to pay
28 Defendants' costs if we were unsuccessful in bringing our claims.

1 5. During the course of this litigation, I have given detailed accounts of all the facts related
2 to my employment. I provided my attorneys with extensive documentation that I believe supported the
3 claims brought against Defendants. I met with and assisted my attorneys in understanding these
4 documents and providing context for Defendants' payroll process as it applied to me and how I
5 believed it applied to Defendants' other employees. I worked there for over sixteen (16) months with
6 many different employees from many other departments, so I was able to discuss the similarities of the
7 wage and hour policies and practices among all Aggrieved Employees for the entire PAGA Claim
8 Period.

9 6. The work I performed for this case included an extensive review of documents and
10 payroll practices to show and explain to my attorneys what was happening and why I thought it was
11 unlawful. For example, I searched for and reviewed many payroll documents and work-related
12 documents to show and explain to my attorneys what was happening and why certain practices were
13 unlawful. I helped review and explain to my attorney's different documents such as payroll documents,
14 paystubs and payroll records, payroll polices, commission and compensation policies, meal and rest
15 period policies, employee handbook, timesheets, and Defendants' practices of such policies. Also, I
16 spent a substantial amount of time discussing the bonus compensation policy, including the various
17 types of bonuses that could be earned, the circumstances under which they would be earned, and
18 conversations had with various supervisors and management regarding the bonus compensation. I went
19 through my pay history with my attorneys to explain how the payments were documented on our
20 paystubs and what other indicators they could look for in the records to demonstrate the types of
21 bonuses paid and circumstances surrounding the bonuses. This was very important because it showed
22 how Defendants failed to incorporate the value of non-discretionary bonuses into Plaintiffs' and
23 Aggrieved Employees' regular rates of pay for the purpose of calculating overtime wages, meal and
24 rest period premiums, and paid sick leave. This helped not only the overtime wages, meal and rest
25 period premiums, and paid sick leave claims but also claims related to waiting time penalties and
26 failure to provide accurate wage statements. I also worked with my attorneys to review Defendants'
27 practices and written policies to reconstruct the timeline and facts of this case and help support our
28 allegations. I also spent a substantial amount of time speaking with the other Plaintiff in this case, Luis

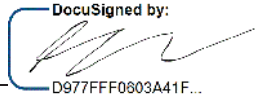
1 Medina, regarding the claims, policies, and facts of this case. Overall, I have spent an enormous
2 amount of time assisting in the prosecution of this case.

3 7. I participated in the negotiations and settlement discussions in this case, including
4 participating in mediation by phone, speaking with my attorneys to answer questions, provide any
5 additional information needed to assist the negotiations, and discussing the potential terms of the
6 Agreement to evaluate its adequacy. Throughout the course of this litigation I have asked questions
7 when I needed clarification about various aspects of this case to make sure there were continually steps
8 taken to advance the interests of the Aggrieved Employees and the LWDA.

9 8. I estimate that I have spent approximately 60-70 hours total in assisting my attorneys in
10 this case. I expect the amount of time I spend on this case will also increase if approval is granted
11 because Aggrieved Employees may inquire about payment. I have not received any benefits as a result
12 of filing this lawsuit. I have spent a substantial amount of time in this case, securing a monetary
13 benefit for the LWDA and for many individuals who have not had to do anything whatsoever to have
14 the opportunity to receive it. I have been employed full-time during the majority of the time this case
15 has been pending. As a result, the time I have spent on this case has to occur during my lunch and/or
16 breaks times, after hours, and on my days off. Finally, as part of the Settlement, I and the other named
17 Plaintiff are the only individuals providing a general release of all our individual claims and waiving
18 the protections of California Civil Code section 1542 for unknown claims. No other Aggrieved
19 Employees are subject to a release of their individual, non-PAGA claims. I believe the full
20 Enhancement Payment is reasonable and appropriate given the work I have done on behalf of
21 Aggrieved Employees and the LWDA and the waiver of personal claims I am providing to secure
22 payment for the Aggrieved Employees and the LWDA.

23 9. I have reviewed the Private Attorneys General Act Settlement and I believe the terms of
24 the Settlement and allocations are fair and reasonable given the facts of the case.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing is
26 true and correct. Executed on 8/7/2023 in Stockton, California.

27 
28 _____
Sam Keopnimane
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