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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 THE COUNTY OF SAN DIEGO

10 RAYNE DEALERSHIP WAGE AND
11 HOUR CASES

12 Colbourne v. Rayne Dealership
13 Corporation

14 Pulley v. Rayne Dealership Corporation

) Judicial Council Coordination
) Proceeding: No. 5420
)

) SUPERIOR COURT OF CALIFORNIA
) COUNTY OF SAN DIEGO NO.
) 25CU016047C
)

) SUPERIOR COURT OF CALIFORNIA
) COUNTY OF SAN DIEGO
) NO. 25CU025209C
)

) **PLAINTIFF COLBOURNE'S**
) **DECLARATION ISO PLAINTIFFS'**
) **MOTION FOR PRELIMINARY**
) **APPROVAL OF CLASS AND PAGA**
) **SETTLEMENT**
)

) Judge: Hon. Katherine A. Bacal
) Dept: C-63
) Date: September 11, 2026
) Time: 1:30 p.m.
)
)
)
)
)

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8

9 **PLAINTIFF COLBOURNE'S DECLARATION**

10 I, ANTHONY COLBOURNE, declare and state as follows:

11 1. I am the named Plaintiff and the putative Class Representative in this
12 matter. As such, I am fully familiar with the facts, pleadings, and history of this
13 matter. The following facts are within my own personal knowledge, and if called as a
14 witness, I could testify competently to the matters stated herein.

15 2. This declaration is submitted in support of Plaintiffs' Motion for
16 Preliminary Approval of the Class and PAGA Action Settlement.

17 3. I am the first of three to file a representative wage and hour case against
18 the named Defendant.

19 4. From April 18, 2024 to about June 11, 2024, Defendant employed me as
20 a non-exempt driver.

21 5. Generally, my job was to deliver and install Defendant's water treatment
22 products.

23 6. During my employment, I personally experienced and observed a
24 number of Defendant's wage-and-hour practices that are challenged in this lawsuit.

25 7. For example, when driving Defendant's truck, I needed to use my
26 smartphone for directions; Defendant never paid me for my smartphone.

27 8. On more than one occasion, I missed my breaks (meal and rest) because,
28

1 among other reasons, Defendant imposed a tight schedule on me; Defendant never
2 paid me meal or rest break premiums for my missed breaks.

3 9. On more than one occasion, I worked in excess of 8 hours in a workday,
4 yet Defendant did not pay me all of the overtime to which I had a right to receive.

5 10. The wage statements Defendant issued to me were inaccurate because, as
6 discussed above, Defendant underpaid my wages.

7 11. Further, none of the wage statements Defendant issued me reported my
8 accrued sick leave, PTO, or vacation time.

9 12. When I resigned, Defendant did not pay me all of my wages owed.

10 13. Although I understand that my lawsuit alleges certain Labor Code
11 violations that may have affected some employees differently than they affected me,
12 the principal wage-and-hour practices challenged in this action are practices that I
13 personally experienced, including missed meal and rest periods, unpaid overtime,
14 unreimbursed business expenses, inaccurate wage statements, and the failure to pay
15 all wages owed to me when my employment ended.

16 14. Based on what I observed in the workplace while being employed by the
17 Defendant, I contacted Mr. Thomas D. Rutledge.

18 15. Mr. Rutledge interviewed me regarding the merits of my case and based
19 upon his interview, he agreed to represent me on a contingency fee basis.

20 16. I understood from the beginning of this case that my responsibility as the
21 proposed Class Representative was not limited to recovering money for myself.

22 17. I agreed to represent and protect the interests of the other employees
23 affected by Defendant's wage-and-hour practices, including employees whose
24 particular experiences or damages may not have been identical to mine.

25 18. Mr. Rutledge thereafter requested my personnel file and payroll records
26 from the Defendant and forwarded them to me for my review.

27 19. I reviewed the personnel file and payroll records my lawyer obtained and
28 discussed their contents with counsel, a process that took several hours.

1 20. On March 27, 2024, through my counsel's office, I filed a representative
2 action via the PAGA in the Superior Court of California for the County of San Diego.

3 21. Before filing, I reviewed the draft complaint for accuracy, a process that
4 took me about two hours.

5 22. Following my review of the draft complaint, I discussed it with my
6 counsel, a process that lasted about 30 minutes.

7 23. On September 25, 2024, through my counsel's office, I filed a First
8 Amended Complaint (FAC) to add class claims and more facts in the Superior Court
9 of California for the County of San Diego.

10 24. Before filing the FAC, I reviewed the draft complaint for accuracy, a
11 process that took me about 1.5 hours.

12 25. Following my review of the draft FAC, I discussed it with my counsel, a
13 process that lasted about 20 minutes.

14 26. Throughout the course of this case, I remained actively involved by
15 regularly communicating with putative Class Counsel, reviewing legal filings for
16 accuracy, reviewing my employment and payroll records, being available for
17 questions during settlement discussions, and providing factual context for the claims.

18 27. I understood that by agreeing to serve as the proposed Class
19 Representative, I undertook a responsibility to protect the interests of the Class and
20 not place my own interests ahead of theirs.

21 28. I accepted that responsibility and have attempted throughout this
22 litigation to fulfill it.

23 29. During this litigation, I spoke with putative Class Counsel over the
24 phone and we spent many hours discussing the case and preparing for class
25 certification, mediation, and potentially trial over the course of numerous phone calls,
26 texts, and emails.

27 30. During this litigation, I remained focused not only on my individual
28 recovery but also on obtaining a fair result for the other employees covered by the

1 proposed settlement.

2 31. I also understand that the requested service award is not compensation
3 calculated simply by multiplying the hours I spent on this case by an hourly rate.

4 32. I understand that the Court will determine whether any service award is
5 appropriate based upon my overall service to the Class and the circumstances of this
6 litigation.

7 33. During the litigation, I made myself available to counsel whenever
8 requested, answered questions concerning Defendant's employment practices, assisted
9 counsel in understanding how drivers performed their work, reviewed records and
10 pleadings for factual accuracy, discussed the experiences of other employees that I
11 had personally observed, assisted counsel in preparing the case for mediation and
12 class certification, and remained willing to participate in discovery, deposition, class
13 certification proceedings, and trial if the case did not settle.

14 34. I have invested a significant amount of time in this matter and have
15 risked my reputation for being a named Plaintiff in this matter due to my desire to
16 obtain justice for the putative Class and Aggrieved Employees.

17 35. Including the time spent reviewing legal pleadings and communicating
18 with putative Class Counsel, the total estimated time doing all the foregoing has been
19 approximately 45 hours.

20 36. At the time I agreed to serve as the named Plaintiff, I understood that this
21 lawsuit would become a matter of public record and that prospective employers could
22 discover that I had sued a former employer.

23 37. Because I intended to continue working in transportation, I was
24 genuinely concerned that being publicly identified as the employee prosecuting a
25 class action against an employer could adversely affect my reputation or future
26 employment opportunities.

27 38. Nevertheless, I agreed to proceed because I believed Defendant's
28 practices should be challenged on behalf of myself and the other employees.

1 39. I accepted this risk because I felt strongly about advocating for
2 coworkers who were unaware of their rights or afraid to come forward.

3 40. I also understand that, unlike absent Class Members, I am providing
4 Defendant with a broader general release of my individual claims, including a waiver
5 under Civil Code section 1542.

6 41. I considered that additional release and the rights I personally am giving
7 up in deciding whether I believed the proposed settlement and requested service
8 award were fair.

9 42. In consideration of the amount of work, hours, and effort I have
10 dedicated to this case, as well as the financial and professional risks I took in pursuing
11 a lawsuit against an employer, and in consideration of the § 1542 release I have given
12 to the Defendant for my claims, I believe the requested \$10,000 incentive award for
13 my service is fair, reasonable, and well-deserved.

14 43. I understand that service awards are not automatic and must be earned.

15 44. I respectfully believe that my contributions, which helped advance this
16 litigation to a successful outcome, justify the \$10,000 service award requested.

17 45. I took this responsibility seriously and have no regrets about standing up
18 on behalf of other workers who may not have had the ability to do so.

19 46. I did not agree to serve as the named Plaintiff in this case for the purpose
20 of obtaining a service award, and no one promised me that I would receive a service
21 award or any particular amount for serving as the proposed Class Representative.

22 47. I understand that an issue has been raised concerning the fact that I
23 subsequently agreed to serve as a named plaintiff in another employment action.

24 48. My involvement in that later-filed case did not interfere in any respect
25 with my responsibilities in this case.

26 49. I filed this action first and have continuously remained involved in this
27 case since its inception.

28 50. My involvement in another employment matter has never caused me to

1 miss any obligation, refuse any request from counsel, devote less attention to this
2 case, or place the interests of another case ahead of the interests of the Class Members
3 I seek to represent here.

4 51. I have remained ready and willing throughout this litigation to fulfill
5 every responsibility required of me as the proposed Class Representative.

6 52. I have discussed the proposed settlement with Class Counsel and
7 understand its principal terms.

8 53. Based upon my participation in this litigation, my understanding of the
9 claims asserted, the risks of continued litigation, and the relief the settlement will
10 provide to Class Members and Aggrieved Employees, I believe the settlement is fair
11 and in their best interests.

12 54. Accordingly, I respectfully request that the Court grant preliminary
13 approval of the settlement and approve the requested \$10,000 service award, subject
14 to final approval.

15 Except as to those matters made upon information and belief, I declare under
16 penalty of perjury under the laws of the State of California that the foregoing is true
17 and correct.

18 Executed this day of August 17, 2026, in San Diego, California.

19 /s/Anthony Colbourne

20 Declarant, Anthony Colbourne

PROOF OF SERVICE

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, Joe Virgilio, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 4603 Mission Blvd., Ste 220, San Diego, CA 92109.

On August 17, 2026, I served the foregoing document(s) described as:

PLAINTIFF COLBOURNE'S DECLARATION ISO PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☐ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☒ **(BY E-MAIL via E-file)** I am readily familiar with the business practice for collection and processing of correspondence for emailing with the Court authorized third-party vendor. This correspondence was sent via email to the above recipients directly and via a third-party vendor pursuant to the vendor's policies and practices.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ **(BY FACSIMILE)** I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

Executed August 17, 2026, at San Diego, California.

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

/s/Joe Virgilio
Joe Virgilio

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