

1 J. KIRK DONNELLY (SBN 179401)  
2 **LAW OFFICES OF J. KIRK DONNELLY, APC**  
3 2173 Salk Avenue, Suite 250  
4 Carlsbad, CA 92008  
5 Tel. (760) 209-5894  
6 kdonnelly@jkd-law.com

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8 Counsel for Plaintiff LUIS A. MARTINEZ TRUJILLO

9 **SUPERIOR COURT OF CALIFORNIA**  
10 **IN AND FOR THE COUNTY OF TULARE**

11 LUIS A. MARTINEZ TRUJILLO, on behalf  
12 of all others similarly aggrieved,

13 Plaintiff,

14 vs. FORD SPRAYING, INC., a California  
15 corporation, and DOES 1 through 50,  
16 inclusive,

17 Defendants.

CASE NO. VCU298017

Assigned for All Purposes to:  
Hon. Gary Johnson  
Dept. 7

DECLARATION OF J. KIRK DONNELLY IN  
SUPPORT OF MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT

Date: July 15, 2024  
Time: 8:30 a.m.  
Dept.: 7



1 all required meal and rest breaks on a fully compliant basis, and that review of employee time  
2 records suggests meal periods frequently were untimely, and that required meal and rest breaks  
3 were not provided on shifts over 10 hours. Plaintiff further contends Ford did not pay an extra  
4 hour of premium pay in lieu of missed or non-compliant breaks. Plaintiff next contended that he  
5 and other class members had to use their personal phones on company business without  
6 reimbursement, and that their wage statements were inaccurate and did not include all  
7 information required by the Labor Code.

8         6. Based on these allegations, Plaintiff's complaint asserted a claim for PAGA civil  
9 penalties for the alleged failure to pay all wages due, failure to provide meal and rest breaks,  
10 failure to reimburse business expenses, failure to provide accurate wage statements, and failure to  
11 pay wages due on separation of employment.

12         7. Ford has at all times denied Plaintiff's allegations and maintained its meal break  
13 and payroll policies and procedures comply with California law, that it provided its employees  
14 with required meal and rest breaks, that it properly tracked employee time and paid Plaintiff and  
15 all other employees all wages due at the correct hourly and overtime rates. Additionally, Ford  
16 strongly contends the case cannot be maintained as any kind of class or representative action,  
17 arguing that to the extent class members missed meal breaks, that such breaks were non-  
18 compliant, or that any unpaid "off the clock" work occurred, it was intermittent and infrequent  
19 and evidence of such violations would be purely anecdotal, and therefore individualized issues  
20 predominate and trial would be unmanageable.

21         8. After Plaintiff filed his complaint, the Parties engaged in substantial meet and  
22 confer discussions regarding discovery, potential law and motion, and other case management  
23 issues, and ultimately agreed to attempt early mediation, and further agreed to explore settlement  
24 on a class action basis. Thereafter, the Parties engaged in additional informal discovery to  
25 facilitate an exchange of information necessary to engage in a meaningful mediation.  
26 Consequently, my office reviewed payroll records, personnel policies/handbooks, meal break  
27 policies, personnel files, and a random sampling of paystubs and time records produced by Ford  
28 for several hundred pay periods. Defendant also provided documents and information reflecting

1 the estimated total amount of workweeks and pay periods they worked, number of class members,  
2 and average hourly pay rates, among other relevant data.

3 9. The Parties then engaged the Hon. Howard Broadman (Ret.), a highly respected  
4 mediator with extensive wage and hour class action experience and, on February 7, 2024,  
5 participated in a mediation with Judge Broadman. The arms-length negotiations were hard-  
6 fought and adversarial as the Parties exchanged extensive information on their legal and factual  
7 positions, and made numerous offers and counter-offers. Ultimately, the Parties reached  
8 agreement on all major issues to resolve the matter on both a class and PAGA basis. The Parties  
9 thereafter collaboratively drafted the Settlement Agreement setting forth the full and final  
10 settlement terms. Finally, in order to fully effectuate the settlement, the Parties stipulated to the  
11 filing of First Amended Complaint alleging class claims consistent with the PAGA allegations.

#### 12 **THE PROPOSED SETTLEMENT TERMS**

13 10. Under the settlement, Ford will pay \$130,000.00 into a common fund, the Gross  
14 Settlement Amount (“GSA”). Reasonable attorney’s fees of up to one-third of the GSA, or  
15 \$43,333.33, actual litigation costs of up to \$9,000, a modest enhancement award of up to \$7,500  
16 for plaintiff, settlement administration costs of no more than \$5,500, and \$5,000 for alleged civil  
17 penalties under PAGA, all will be paid from the GSA. Consistent with PAGA, \$3,750 of that  
18 amount will go the LWDA for the State’s share of the civil penalties, and the remaining \$1,250  
19 will be distributed pro rata to the Aggrieved Employees. The remainder of approximately \$59,667  
20 will be allocated among the Participating Class Members based on their total weeks worked  
21 during the Class Period. No portion of the GSA will revert to Ford.

22 11. The settlement provides for conditional certification of a settlement class including  
23 all individuals who worked for Defendant as a non-exempt employee during the Class Period,  
24 which runs from May 4, 2019 through April 9, 2024. As of the mediation, the Settlement Class  
25 consisted of approximately 83 individuals.

26 12. As noted, the settlement obligates Ford to pay \$130,000 to resolve the Settlement  
27 Class’s claims, inclusive of attorney’s fees and costs. At least \$59,667 from the GSA will be  
28 distributed to the Participating Class Members. This is a cash settlement that does not require

1 Participating Class Members to submit a claim form to receive their settlement share.  
2 Participating Class Members will receive their settlement checks automatically via First Class  
3 U.S. Mail. One-third of each settlement share will be allocated to wages and the remaining two-  
4 thirds percent will be allocated to expenses, penalties and interest. Ford will pay any and all  
5 applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the  
6 Court's approval, any amounts not claimed (because a class member does not cash his or her  
7 settlement check) will be forwarded to the California State Controller's Unclaimed Property  
8 Fund.

9 13. Each Participating Class Member will receive a share of the Net Settlement  
10 Amount based on his or her position held and total weeks worked for Ford during the Class  
11 Period while employed as a non-exempt employee. Thus, each Class Member's Individual  
12 Settlement Payment will be calculated using criteria typically used in determining appropriate  
13 amounts of alleged unpaid wages, unpaid premium wages for missed meal breaks, unreimbursed  
14 expenses, and potential statutory penalties under applicable law. These methods are intended to  
15 ensure each Class Member receives a portion of the available settlement funds corresponding to  
16 the relative value of his or her potential claims. The proposed allocation provides a reasonable  
17 way to compensate Class Members based on the amount of time they worked for Ford, and the  
18 number of instances they missed a break, were not provided compensation in lieu of such missed  
19 breaks, or lost wages due to alleged miscalculated and underpaid overtime. I currently estimate  
20 the average award will be approximately \$719. There are approximately 42 Aggrieved Employees  
21 also eligible to receive a share of the PAGA civil penalties, and I estimate their average PAGA  
22 award will be about \$30.

23 14. Subject to the Court's approval, the Parties have agreed on Apex Class Action,  
24 LLC ("Apex") as the Settlement Administrator. Apex is qualified and has significant experience  
25 administering class action settlements, including numerous wage and hour matters. Apex's fees  
26 will not exceed \$5,500.00. If the Court approves less than the above amount, the difference will  
27 remain in the Net Settlement Amount for distribution to the Participating Class Members.

28 15. The proposed Notice (Exhibit A to the Settlement Agreement) sets out information

1 about this case and explains the basic settlement terms in plain language. The Notice also sets  
2 forth the individualized information used to calculate Class Members' Individual Settlement  
3 Payments and each Class Member's estimated settlement award. The Notice likewise details the  
4 procedures for Class Members to dispute their individual information, the procedure for  
5 submitting an objection to the Settlement, and the procedure to request exclusion. In sum, the  
6 Notice provides the Class Members with the information necessary to evaluate the Settlement,  
7 provides fair opportunity to participate in, opt out of, or object to the proposed Settlement, and  
8 otherwise complies with California Rules of Court 3.769(f) and 3.766(d). Coupled with the  
9 notice procedure, the proposed Notice provides the Class with the best notice practicable.

10 16. Class Members will have forty-five (45) days to dispute the information in their  
11 Notice used to calculate their settlement award, and also have 45 days to submit any objections to  
12 the settlement or to request exclusion. In the event a Class Member disputes their individual  
13 information, the Settlement Administrator will review the Class Member's records as well as any  
14 additional information submitted, and make a final determination.

15 17. All Participating Class Members will be deemed to release Ford from all claims  
16 alleged in the operative complaint, or that could have been brought based on the allegations in the  
17 operative complaint, including PAGA claims, from May 4, 2019 through April 9, 2024. The  
18 release is limited to the claims that were actually pleaded or could have been pleaded based on the  
19 alleged facts in the operative complaint.

20 18. The settlement provides Defendant will not oppose a request for reasonable  
21 attorney's fees not to exceed one-third of the Gross Settlement Amount, or \$43,333.33, nor will it  
22 oppose a request for reimbursement of actual litigation costs and expenses of up to \$9,000.00.  
23 Defendant also will not oppose a request for an enhancement award to Plaintiff of not more than  
24 \$7,500.00 each in recognition of his time spent on this matter, the risks he undertook on behalf of  
25 the class, and the benefit conferred to the class. My office will provide the Court with final  
26 summaries and evidence of our efforts and time expended in anticipation of the Final Approval  
27 Hearing, but my firm's lodestar as of the filing of this motion is \$39,930.00 based on 53 total  
28 attorney and paralegal hours, broken down as follows:

|                                                 |                 |                              |
|-------------------------------------------------|-----------------|------------------------------|
| Tasks                                           | Kirk Donnelly   | Adriana Barba<br>(Paralegal) |
| Pre-filing Case Investigation                   | 4.3             | 2.5                          |
| Pleadings and Law and Motion                    | 9.1             | 0.0                          |
| Discovery and Post-Filing Investigation         | 7.7             | 2.3                          |
| Court Appearances                               | 2.0             | 0.0                          |
| Case Management; Litigation Strategy & Analysis | 9.6             | 1.3                          |
| Mediation and Settlement                        | 12.7            | 1.5                          |
| Total Hours                                     | 45.4            | 7.6                          |
| Hourly Rate                                     | \$850           | \$175                        |
| <b>Lodestar</b>                                 | <b>\$38,590</b> | <b>\$1,330</b>               |

My firm's current expenses prior to filing this motion total \$8,324.32, including:

| Expense Category                                      | Amount            |
|-------------------------------------------------------|-------------------|
| Court Filing Fees/Service of Process/Attorney Service | \$564.55          |
| Mediation Fees                                        | \$7,500.00        |
| PAGA Filing Fees                                      | \$75.00           |
| Courtcall Charges                                     | \$144.00          |
| Postage/Delivery                                      | \$12.17           |
| Copy Charges for Plaintiff's Employment Records       | \$28.60           |
| Legal/Financial Research                              | (waived)          |
| Photocopies                                           | (waived)          |
| <b>Total Costs and Expenses</b>                       | <b>\$8,324.32</b> |

Plaintiff has submitted his declaration herewith detailing his efforts and time expended on the case. If the Court approves less than the above amounts, the difference will remain in the Net Settlement Amount for distribution to the Participating Class Members.

19. The Parties allocated \$5,000 to payment of civil penalties under PAGA for such claims against Ford, as addressed in more detail below. As required by Labor Code section

1 2699(l)(2), my office gave submitted the settlement agreement and this motion, and notice of the  
2 settlement and the preliminary approval hearing to the LWDA via its online portal.

3 **The Proposed Settlement Class Should Be Conditionally Certified**

4 20. In the present matter, conditional certification is proper since this matter satisfies  
5 all requirements for class certification under Code of Civil Procedure section 382. First, the class  
6 is both sufficiently numerous, consisting of approximately 83 individuals, and ascertainable by  
7 reference to Defendant's personnel and payroll records.

8 21. Plaintiff is an adequate class representative, as his claims do not conflict with and  
9 are not antagonistic to the claims of other class members. Further, his claims are typical given he  
10 is a member of the class and his claims arise from the same employment practices and course of  
11 conduct giving rise to the claims of the other class members.

12 22. Common questions of law and fact predominate – particularly for purposes of a  
13 settlement class – as the Class Members all were subject to the same meal rest break policies, the  
14 same alleged policy that shorted them on hours worked. Since the focus of the claims against  
15 Ford concerns the legality of common policies applied uniformly to the entire class, common  
16 issues predominate over individualized inquiries concerning liability. Ford's alleged failure to  
17 pay overtime wages at the correct rate is company-wide policy applied equally and consistently to  
18 all class members, and this policy is either compliant with California law or it is not. Regardless  
19 of that determination, it will decide liability for all class members one way or another. Similarly,  
20 whether Ford required employees to use their personal phones for work without proper  
21 reimbursement raises another issue common to all class members.

22 23. Resolving this matter as a class action is superior to other available means for the  
23 fair and efficient adjudication of this controversy for multiple reasons, including inter alia: (a)  
24 individual joinder of all members of the class is impractical, (b) class action treatment will permit  
25 a large number of similarly situated persons to resolve their common claims in a single forum  
26 simultaneously, efficiently, and without unnecessary duplication of effort and expense; and (c)  
27 the damages suffered by many of the individual class members are relatively small and the  
28 expenses and burden of individual litigation would make it difficult or impossible for them to

1 seek redress on their own.

2 **The Proposed Settlement Meets the Dunk and Kullar Factors and is within the Range of**  
3 **Reasonableness**

4 24. Prior to mediation, the parties engaged in extensive informal discovery to facilitate  
5 settlement discussions. As a result, Plaintiff reviewed documents and information regarding  
6 Ford's payroll practices, pay stubs and time records for a sampling of pay periods, meal and rest  
7 break policies, etc., and information from Defendant regarding class size and breakdown of job  
8 positions, work weeks, rates of pay, and other information used to formulate a damages model.  
9 Plaintiff's counsel is confident they obtained sufficient information to enable them to understand  
10 the law and facts of this case and make an informed decision regarding the proposed settlement  
11 and whether it is in the best interests of the class.

12 25. Using that data, Plaintiff ran various calculations and estimated Ford's likely  
13 maximum exposure on the class claims at approximately \$568,000, including \$10,700 on the  
14 unpaid wage claims, \$160,380 on the meal break claims, \$64,200 on the rest break claims,  
15 \$35,660 on the expense reimbursement claim, \$149,700 on the wage statement claims, and  
16 \$147,600 on the waiting time penalty claims.

17 26. We calculated these amounts as follows:

18 **Unpaid Wages/Underpaid Overtime**

19  $7,128 \text{ work weeks} * 30\% \text{ weekly violation rate} * \$5/\text{week avg. underpayment} = \$10,692$

20 **Meal Break Violations**

21  $7,128 \text{ work weeks} * 75\% \text{ weekly violation rate} * 2 \text{ violations/week} * \$15/\text{hour avg. base wage} =$   
22  $\$160,380$

23 **Rest Break Violations**

24  $7,128 \text{ work weeks} * 30\% \text{ weekly violation rate} * 2 \text{ violations/week} * \$15/\text{hour avg. base wage} =$   
25  $\$64,152$

26 **Expense Reimbursement**

27  $7,128 \text{ work weeks} * \$5/\text{week phone reimbursement} = \$35,660$

28 /////

**Wage Statement Violations**

42 initial violations \* \$50/violation + 1,473 subsequent violations \* \$100/violation = \$149,700

**Waiting Time Penalties**

41 terminated employees \* (\$15/hr \* 240 hours) = \$147,600.

27. On the unpaid wage claims, Plaintiff alleged he and other employees were not paid all overtime wages due because Ford did not include certain forms of compensation, primarily shift differential pay for working a night shift, in the “regular rate of pay” used to calculate the correct overtime rate. As a result, Plaintiff contends Ford frequently underpaid the Class Members for their overtime. While Plaintiff believes this is one of his stronger claims, he also recognizes the exposure is nominal, as the amount lost typically is only a few dollars per work week.

28. On the meal and rest break claims, while Ford’s written policies generally appeared compliant, Plaintiff’s review of the time and payroll records suggested numerous de facto violations, as many meal periods appeared untimely and did not start until after the fifth hour of work. Plaintiff argued even a “minor infringement” of Wage Order meal period requirements, such as a meal period starting a few minutes later, triggers an employer’s premium pay obligations and that a rebuttable presumption of liability applies when time records show shortened, delayed, or missed meal periods. Accordingly, Plaintiff contends that even if Ford argues many of the untimely lunch breaks were only a couple of minutes late, that position is unlikely to avoid liability. Plaintiff also argued Ford failed to provide third rest breaks on shifts of 10 or more hours.

29. In response, Ford emphasized its written policies are compliant, and that it provided class members with the opportunity to take all required meal and rest breaks and thus met its obligations under the law. Ford argued further that most if not all Class Members waived their second meal periods and also that, in light of its compliant policies, whether a class member missed a meal period, received a late meal period, or missed a rest break would have been aberrational and against company policy. Ford also noted it paid for documented violations, as reflected in the payroll records produced in the pre-mediation production. Thus, per Ford, these

1 issues are not amenable to class or representative treatment since their resolution would require  
2 individualized inquiries as to why a break was missed or non-compliant.

3 30. On the expense reimbursement claim, Plaintiff claimed that he and the Class  
4 Members regularly had to use their personal phones while on the clock and for work purposes to,  
5 inter alia, communicate with supervisors, take pictures of their work, send it reports on fuel  
6 consumed by company vehicles, and so on. Per Plaintiff, Ford did not pay any reimbursement for  
7 use of personal phones. Ford on the other hand argued that any use of personal mobile devices  
8 was unnecessary to perform the job and therefore was purely for personal convenience. If so,  
9 then the expense was neither reasonable nor necessary, and therefore no reimbursement was  
10 required.

11 31. On the claims under Labor Code section 226, for inaccurate wage statements,  
12 Plaintiff argued his wage statements did not include the employer address, as required by Section  
13 226(a)(8), and further misstated total hours worked, in violation of Section 226(a)(2), in many  
14 instances because the statements “double counted” certain hours worked. Plaintiff also alleged  
15 derivative wage statement violations based on the alleged underpaid overtime and meal/rest break  
16 violations, and further alleged derivative Labor Code 203 violations for failure to timely pay all  
17 wages due on separation of employment. Being derivative, these claims accordingly are subject to  
18 the same risks and uncertainties applicable to the primary claims, plus additional risks posed by  
19 the need to take into account the discretionary nature of such awards and the “good faith” and  
20 other defenses available to Defendant. Thus, while these claims largely are derivative of the  
21 unpaid wage claims, they also are subject to additional defenses.

22 32. As far as potential PAGA liability, the allegedly aggrieved employees theoretically  
23 are entitled to penalties totaling about \$500,000 in civil penalties should Plaintiff prevail on all  
24 claims and establish violations of the multiple Labor Code sections at issue. As with the class  
25 claims, Plaintiff discounted the potential PAGA penalties based on Ford’s various defenses on the  
26 merits and also accounted for the Court’s wide discretion to reduce such penalties, or to decline to  
27 award penalties at all. Accordingly, the Parties allocated \$5,000 to PAGA penalties, and Plaintiff  
28 submits this amount is reasonable under the circumstances and in line with comparable

1 settlements in other wage and hour class actions in California. Additionally, the LWDA has been  
2 informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as  
3 necessary.

4 33. The settlement obviates the significant risk that this Court may find any kind of  
5 class or representative resolution unachievable or deny certification of all or some of Plaintiff's  
6 claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims,  
7 continued litigation would be lengthy and expensive as the parties pursued merits discovery, a  
8 probable motion to decertify, as well as trial and possible appeals, and would substantially delay  
9 any recovery by the class with no assurance of recovering significantly more than the proposed  
10 settlement. While Plaintiff and I are confident in the merits of these claims, legitimate  
11 controversies exist regarding each one of them. We also recognize proving the amount of wages  
12 and penalties due each Class Member would be an expensive, time-consuming, and uncertain  
13 proposition.

14 34. Plaintiff and I discounted the value of the class claims consistent with the risks  
15 discussed above, and carefully weighed the likelihood of the class receiving substantially greater  
16 benefit if the litigation continued. We concluded – in light of these very real and substantial risks  
17 – settlement on the proposed terms and without prolonged and costly litigation was in the best  
18 interests of the class, as the overall \$130,000 recovery represents a significant percentage of  
19 Defendant's potential exposure. Given these risks, a total recovery for the class of \$130,000,  
20 which will result in average award of some \$719 per class member, is a significant result well  
21 within the range of reasonableness considering all potential outcomes, and it will provide direct  
22 monetary awards to all Class Members in short order.

23 35. I am a 1989 graduate of the College of William and Mary, and a 1995 graduate  
24 *cum laude* of the University of San Diego School of Law, where I was selected to the Order of the  
25 Coif and the Order of Barristers. Prior to 2003, I was a litigation associate with Ross Dixon &  
26 Bell, LLP (now Troutman Pepper LLP), in Orange County, California, where my practice focused  
27 on complex business, employment, and insurance coverage disputes. In 2003, I became  
28 associated with Dostart Clapp & Coveney, LLP, then one of the premiere plaintiffs' wage and

1 hour class action firms in California. In 2008, I founded the Law Offices of J. Kirk Donnelly.  
2 Since 2003, my practice has focused on representing plaintiffs in wage and hour and consumer  
3 law matters, including both class actions and individual matters. I have served as class and/or  
4 PAGA counsel in a number of wage and hour class and representative actions, including Herrera  
5 v. Stone Etc., Inc., et al., Case No. 21STCV43188 (Los Angeles Superior Court); Acosta v.  
6 Turlock Walnut Company, Case No. 22-CV-001051 (Stanislaus County Superior Court);  
7 Martinez v. 'T' McGee Electric, Inc., Case No. CIVSB2114427 (San Bernardino County Superior  
8 Court); Galindo v. Berro Management Company, Inc., Case No. 22STCV25853 (Los Angeles  
9 Superior Court); Velasquez v. Water Damage Rescue, Inc., Case No. 21STCV46033 (Los  
10 Angeles Superior Court); George v. Retail Merchandising Solutions, Inc., Case No. RG16828194  
11 (Alameda County Superior Court); Buford v. Medical Solutions, LLC, Case No. 18-CV-04104  
12 YGR (N.D. Cal.); Herrera v. TVI, Inc., et al., Case No. CIVDS1722863 (San Bernardino County  
13 Superior Court); Bolanos v. Lyneer Staffing Services, Case No. 23STCV21860 (Los Angeles  
14 County Superior Court); Freeman v. Bank of America, N.A., Case No. CGC18471710 (San  
15 Francisco County Superior Court), Gomez v. Giulietta Italian Foods, Inc., Case No. 22CV392988  
16 (Santa Clara County Superior Court), Echeverria v. Technicote, Inc., Case No. RIC1714621  
17 (Riverside County Superior Court), Acosta v. ECC Capital Corporation, Case No. 30-2009-  
18 00180086 (Orange County Superior Court), Tiffany v. Hometown Buffet, Inc., Case No. 06-CV-  
19 2524 SMA (N.D. Cal.), Mendoza v. Bear Stearns Residential Mortgage Corporation, Case No.  
20 08-CV-6916 DSF (C.D. Cal.), In Re: First Franklin Employment Cases, JCCP No. 4598 (San  
21 Diego County Superior Court), Mendoza v. ECC Capital Corporation, Case No. 08-CV-6916 JN  
22 (C.D. Cal.), Acosta v. Bear Stearns, Case 30-2009-00180086 (Orange County Superior Court);  
23 George v. Mercado Latino, Inc., Case No. CIVDS1822302 (San Bernardino County Superior  
24 Court), Verduzco v. Ramco Enterprises, LP, et al., Case No. 18CV004104 (Monterey County  
25 Superior Court); Gonzalez v. Power Design, Inc., Case No. 19STCV31839 (Los Angeles County  
26 Superior Court); Weston v. Cuesta Investments, Case No. 18CV04823 (Santa Barbara County  
27 Superior Court); Martinez v. DNNEY Trade Co., Case No. 18STCV09631 (Los Angeles County  
28 Superior Court); Navarro v. Ressac, Case No. 19STCP00319 (Los Angeles County Superior

1 Court); Villalta v. Stars Recreation Center, Case No. FCS054507 (Solano County Superior  
2 Court); Anglin v. Sonnikson and Stahl Construction, Case No. CIVMSC19-00149 (Contra Costa  
3 County Superior Court); Rosendahl v. Riverside Metro Auto Group, Case No. RIC1903707  
4 (Riverside County Superior Court); Hawkins v. SAS Retail Services, Inc., Case No. 30-2017-  
5 00958467-CU-OE-CXC (Orange County Superior Court); Salazar v. National Labor Contractors,  
6 et al., Case No. CIVDS1905225 (San Bernardino County Superior Court); Reyes v. Assa Abloy  
7 Door Controls and Accessories Group, Inc., Case No. 56-2019-00523849-CU-OE-VTA (Ventura  
8 County Superior Court); Valencia v The Original Mowbray's Tree Service, Incorporated, Case  
9 No. CIVDS1825518 (San Bernardino County Superior Court); Castillo v. Gaither's Family  
10 Homes, Inc., Case No. VCU277188 (Tulare County Superior Court); Canales v. Fashion Design,  
11 LLC, Case No. 30-2019-010529520CU-OD-CXC (Orange County Superior Court); and Thomas  
12 v Californian-Magnolia Convalescent Hospital, Inc., Case No. RIC1901197 (Riverside Superior  
13 Court).

14 36. During the approximately five years I was associated with DCC, the firm was  
15 appointed class counsel in over 20 class actions alleging violations of federal and California wage  
16 and hour laws. I played an integral role in litigating these matters, which included some of the  
17 largest and most complex wage and hour class actions ever brought in California. For instance,  
18 while I was with DCC, the firm was co-lead counsel in Bahramipour v. Citigroup Global  
19 Markets, Inc., Case No. 04-0440-CW (N.D. Cal.), a class action on behalf of stockbrokers  
20 employed by Citigroup (as well as several predecessor entities) for unpaid overtime,  
21 reimbursement of business expenses, and improper deductions from wages. Although the matter  
22 initially was filed on behalf of a class of California-only employees, it eventually evolved into a  
23 nationwide class action on behalf of over 17,000 class members, and ultimately settled for  
24 approximately \$106 million. Likewise, I played a prominent role in litigating Takacs v. A.G.  
25 Edwards & Sons, Inc., Case No. 04-CV-1852 JAH (S.D. Cal.), one of the first class actions  
26 brought in California on behalf of stock brokers seeking recovery of overtime wages and  
27 reimbursement for business expenses and improper wage deductions, and one of the most  
28 extensively litigated such cases. The matter resulted in a comprehensive opinion denying

1 defendant's motion for summary judgment, found at 444 F.Supp.2d 1100, which opinion decided  
2 several issues present in all of the stock broker overtime cases in the plaintiffs' favor.

3 37. My firm has obtained several multi-million dollar wage and hour class  
4 action/PAGA settlements while serving as lead counsel in recent years, including a \$9.75 million  
5 wage and hour class action/PAGA settlement in Freeman v. Bank of America, N.A., a \$1.4  
6 million dollar wage and hour class action settlement in Mendoza v. Bear Stearns Residential  
7 Mortgage Corporation, a \$1.2 million dollar class action settlement in In re: First Franklin  
8 Employment Cases, and a \$1.2 million dollar wage and hour class action/PAGA settlement in  
9 George v. Retail Merchandising Solutions, Inc.

10 38. For the foregoing reasons, it is respectfully requested that the Court approve the  
11 settlement.

12 I declare under penalty of perjury under the laws of the State of California that the  
13 foregoing is true and correct. Executed this 17th day of June 2024, at Carlsbad, California.

14  
15   
16 Declarant