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Attorneys for Plaintiff

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

TROY FIELDS, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

IRVINE EUROCARS, LLC dba IRVINE
BMW, a California limited liability
company; and DOES 1 through 100,
Inclusive,

Defendants.

Case No. 30-2023-01319978-CU-OE-CXC

*[Assigned for all purposes to the Hon. Layne
H. Melzer, Dept. CX-102]*

**DECLARATION OF PLAINTIFF TROY
FIELDS IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF
SETTLEMENT OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT AND REASONABLE
ATTORNEYS' FEES, COSTS**

Reservation Number: 74545273

Date: July 24, 2025
Time: 2:00 p.m.
Dept.: CX-102

Action Filed: April 18, 2023
Trial date: None Set

DECLARATION OF TROY FIELDS

I, TROY FIELDS, declare as follows:

1. I am an individual over the age of 18 and am the named plaintiff in this matter against Irvine Eurocars, LLC dba Irvine BMW (“Irvine” or “Defendant”). This declaration is submitted in support of approval of the proposed PAGA settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a former non-exempt employee of Irvine, where I worked from approximately October 2020 until approximately May 2022.

3. While working at Irvine, I believe that I was not paid all my overtime wages, because Irvine did not include non-discretionary bonuses and other forms of non-discretionary compensation into my regular rate of pay. As a result, I believe that I was underpaid overtime wages during pay periods in which I worked overtime and also earned bonuses and/or other forms of compensation that was not excludable from my regular rate of pay. During my employment with Irvine, I also was not provided with all meal periods that I was entitled to take, and was not permitted to take all rest periods that I was entitled to take. I also believe that at times I was not paid my meal and rest period premium wages. I also believe that I was not reimbursed by Irvine for the use of my personal cellular phone for work purposes. In addition, I also do not believe that I was paid all wages owed to me at the separation of my employment with Irvine.

4. When I first discussed this case with my attorneys and agreed to move forward, I understood that this lawsuit could benefit other Irvine employees and the State of California by helping to recover penalties due to Irvine’s alleged violations. I also understood that there were risks associated with filing a lawsuit. I accepted these risks and responsibilities because I wanted to stand up for my and other Irvine employees’ rights. Even though I understood that filing a lawsuit is a public record, I accepted that burden in order to help other Irvine employees.

5. I have been actively involved in this case since I first had discussions with my attorneys at Abramson Labor Group about this case back in March 2023. I have had many discussions with my attorneys throughout this case to discuss Irvine’s policies and practices, identify

1 potentially helpful documents and witnesses, and discuss case strategy. I also spent significant time
2 searching my own documents. I also spent time reviewing the Settlement Agreement with my
3 attorneys. I estimate that I have spent about 25-30 hours on this case from the time I first spoke with
4 my attorneys regarding this case until the present.

5 I declare under penalty of perjury under the laws of the state of California that the foregoing
6 is true and correct, and this declaration was executed by me on April 15, 2025.

7
8
9 
Troy Fields (April 15, 2025 09:05 PDT)

TROY FIELDS