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Superior Court of California,
County of Alameda

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA – UNLIMITED JURISDICTION

MARY LYN TEODORO,

Plaintiff,

vs.

SILVERMAN & LIGHT, INC., a California
Corporation; **CHRIS SILVERMAN,** an
Individual; **CARROLL BURDETT,** an
Individual; and **DOES 1 – 10,** inclusive,

Defendants.

CASE NO.: 24CV063449

**DECLARATION OF JOE BAUTISTA IN
SUPPORT OF MOTION FOR ORDER
APPROVING PAGA SETTLEMENT**

Reservation No. 431635626722

[Filed concurrently with Notice of Motion and
Motion; Memorandum of Points and Authorities
in Support of Plaintiff's Motion; Proposed Order]

Date: April 23, 2025
Time: 3:00 p.m.
Dept.: 17

Complaint Filed: February 9, 2024
Trial Date: January 19, 2026

Assigned for all Purposes to the
Honorable Sarah Sandford-Smith (Dept. 17)

1. I am an attorney at law duly admitted to practice before all the courts of the State of California. I am counsel for Plaintiff Mary Lyn Teodoro. I have personal knowledge of the matters set forth herein and if called as a witness could and would competently testify thereto.

3. On November 8, 2023, Plaintiff filed a complaint with California’s Civil Rights Department and received a Right to Sue with respect to her claims under the California Fair Employment and Housing Act.

5. Plaintiff and Defendants agreed to informal pre-litigation and pre-mediation discovery as part of the Parties investigation of Plaintiff's claims and Defendants' defenses. This informal discovery included reviewing payroll, timekeeping and other employment data pertaining

1 to Defendants' current and former employees within the relevant time period, as well as documents
2 regarding Defendants' employment practices.

3 6. The proposed settlement is a result of extensive negotiations that began in November
4 2023 and culminated in a mediation held on November 7, 2024 before Michael J. Loeb, Esq. of
5 ADR Services, Inc.

6 7. The mediation was successful and the parties have agreed to resolve Plaintiff's
7 individual claims and the claims brought by Plaintiff on behalf of other alleged aggrieved
8 employees, conditioned upon this Court's approval of the PAGA portion of the settlement. A
9 settlement agreement conditioned upon court approval was executed on December 25, 2024.

10 8. The Parties have agreed to the following as part of their proposed settlement of
11 PAGA claims:

12 A payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) for the
13 settlement of the PAGA Claim asserted in the Action, for payments to the
14 Aggrieved Employees including Plaintiff and to the State of California,
15 and for attorneys' fees, litigation costs, and administration costs under the
16 California Labor Code Private Attorneys General Act of 2004 ("PAGA")
17 (hereinafter "the Gross Settlement Amount" or "GSA"). The Gross
18 Settlement Amount shall be all-in with no reversion to Defendants.

19 The following shall be subtracted from the Gross Settlement Amount to
20 determine the Net Settlement Amount available to the LWDA and
21 Aggrieved Employees ("Net Settlement Amount" or "NSA"):

22 a. Defendants agree not to oppose a fee request by Plaintiff
23 not to exceed Thirty-Five percent (35%) of the Gross Settlement. If
24 Plaintiff Counsel's request for Thirty-Five percent (35%) of the Gross
25 Settlement Amount is not approved and reduced by the Court, any amount
26 not approved and/or reduced by the Court will revert to the NSA;
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1 b. Defendants agree not to oppose a request for
2 reimbursement of litigation costs and expenses by Plaintiff of up to Two
3 Thousand Dollars and Zero Cents (\$2,000.00), as supported by
4 declaration. If Plaintiff's request for reimbursement of litigation costs is
5 not approved and reduced by the Court, any amount not approved and/or
6 reduced by the Court will revert to the NSA;

7 c. The Parties agree to allocate One Thousand Nine Hundred
8 and Fifty Dollars and Zero Cents (\$1,950.00) of the Gross Settlement
9 Amount for PAGA administration fees, which is a good faith estimate. If
10 the Parties estimated PAGA administration fees are too little, it can be
11 adjusted and shall be paid from the Gross Settlement Amount. If the actual
12 administration fee is less than the Parties' estimated administration fees,
13 the difference between the actual and estimated PAGA administration fees
14 will revert to the Gross Settlement Amount; and
15 After the amounts for attorneys' fees, costs, and administration costs are
16 deducted from the GSA, all amounts remaining shall constitute the Net
17 Settlement Amount. The Net Settlement Amount shall be paid as follows:
18 (i) 75% to the California Labor and Workforce Development Agency
19 ("LWDA") and (ii) 25% to Aggrieved Employees, pursuant to Labor Code
20 section 2699(i), divided amongst Aggrieved Employees based on each
21 Aggrieved Employee's respective number of pay periods worked for
22 Defendants in California during the PAGA Period as determined by
23 Defendants' business records reflecting dates of employment.
24

25 9. Plaintiff incurred costs in the amount of 1) LWDA filing fees of \$75.00; 2)
26 Complaint Filing Fees of \$470.38 (inclusive of associated e-filing fees); 3) Jury Fees of \$176.97
27 (inclusive of associated e-filing fees); and 4) Mediation Fees of \$6,500.00. Plaintiff seeks costs in an
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1 amount equal to of half of the complaint and jury fees, and all of the LWDA fees, in the amount of
2 \$398.67. Plaintiff also seeks attorney's fees in the amount of thirty percent (30%) of the gross
3 settlement amount allocated to the PAGA settlement, which is \$3,000.00.

4 10. The California Labor and Workforce and Development Agency was notified of the
5 application for approval on February 21, 2025 at the same time this motion was filed with the Court.

6 I declare under penalty of perjury under the laws of the State of California that the foregoing
7 is true and correct. This Declaration was executed on February 21, 2025 in Oakland, California.
8

9
10 
11 Joe Bautista