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CESAR GUILLEN HERNANDEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

CESAR GUILLEN HERNANDEZ,
individually and on behalf of others similarly
situated, and as an aggrieved employee and
Private Attorney General;

Plaintiff,

vs.

SIMPSON CHEVROLET OF IRVINE, a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 30-2024-01376148-CU-OE-CXC

*Assigned for All Purposes to: Hon. William D.
Claster, Dept. CX-101*

**DECLARATION OF HEATHER DAVIS,
ESQ., IN SUPPORT OF PLAINTIFF'S
NOTICE OF MOTION AND MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Date: June 27, 2025

Hearing Time: 9:00 a.m.

Department: CX-101

Reservation Number:

Complaint Filed: January 25, 2024

Trial Date: None Set

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1. I am an attorney duly licensed to practice law before all courts of the State of California and all United States District Courts in the State of California. I am a Partner with Protection Law Group, LLP, attorneys of record for Plaintiff CESAR GUILLEN HERNANDEZ (“Plaintiff”). I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

2. I am a duly licensed attorney and have been a member of the Colorado State Bar since 1998, the California State Bar since 2005, and the Arizona State Bar since 2007. I graduated from the University of Denver School of Law in 1998, and I am licensed to practice before all courts of the State of California and Colorado as well as the State of Arizona and District Courts throughout the country.

4. During my employment with Littler Mendelson, P.C., I continued my practice of employment law and was responsible for and defended dozens of complex class actions involving some of the largest representative and class actions brought under the California Labor Code, including meal and rest break violations, overtime, minimum wage claims, off-the-clock work, and other related wage claims. My practice included the management of dozens of class actions. My management of these cases included taking and defending hundreds of depositions and interviewing hundreds of putative class members as well as drafting extensive state, federal and appellate briefing on hundreds of wage and hour issues involving class actions.

5. During my employment at Littler Mendelson, I played a significant role in the class actions for which I was responsible. In particular, I was often in charge of leading the strategy of the cases and drafting all of the briefs. I received a wide-array of wage and hour class action experience performing the following types of tasks: drafting demurrers; motions to strike and/or

1 dismiss; removing actions from state court to federal court; drafting and responding to written
2 discovery; drafting and opposing discovery related motions; arguing discovery related motions;
3 drafting motions to consolidate related matters; interviewing putative class members and obtaining
4 declarations in connection with class certification; drafting oppositions to motions for class
5 certification; drafting motions for decertification following class certification; conducting
6 exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of
7 prevailing at class certification and potential damages resulting from such claims; drafting
8 mediation briefs; serving as the primary contact to in-house counsel; deposing plaintiff and
9 putative class members; deposing retained expert witnesses; and defending the depositions of
10 corporate witnesses. In short, I played an integral role in all aspects of litigation from the inception
11 of a matter through and beyond class certification.

12 6. During my practice in other jurisdictions and continuing today, I have been
13 primarily devoted to working in employment law and on complex class action and representative
14 litigation and multi-plaintiff work.

15 7. Protection Law Group, LLP is a law firm specifically devoted to the representation
16 of employees against employers in California involving claims relating to violations of the
17 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime
18 premiums, failure to any meal and rest premiums and failure to provide accurate wage records.
19 The practice of employment law is a very specific, narrow field which requires diligence in an
20 ever-evolving field of substantive and procedural law.

21 8. Although not exhaustive, below is a representative list of several of the wage and
22 hour class actions that I performed substantial work on while I was an attorney with Littler
23 Mendelson, including, but not limited to: *Villacres v. ABM Industries, Inc.*, 189 Cal.App.4th 562
24 (2010); *Brizuela v. Copart, Inc.*, CIVRS11101592, (San Bernardino County Superior Court class
25 action settlement); *Augustus v. ABM Industries, Inc.*, BC336416, 2 Cal. 5th 257 (2016); *Tagaki v.*
26 *United Airlines*, 2:11-CV9191 (Central District class action settlement); *Babasa v. Comerica, Inc.*,
27 3:11-CV00595; *Leyva v. Medline Industries, Inc.* 5:11-cv-00164 (Central District); *Blue v.*
28 *Coldwell Banker Residential Brokerage Co.*, BC417335, (Los Angeles County Superior Court,

class action settlement); and *Acosta v. Texwood Industries, Inc.*, 2:07-cv-03237-DDP-PLA (Central District class action settlement).

9. Since opening my firm, I have served as lead counsel or co-class counsel in several wage and hour class and/or representative actions seeking wages and penalties owed on behalf of employees for which final approval of the settlement or class certification has been granted, including, but not limited to the following:

- *Holzer v. Wedbush Securities, Inc.*, BC550462 (Los Angeles County Superior Court wage and hour class action certifying class of independent contractors and appointing Protection Law Group, LLP as class counsel);
- *White v. Windy Pizza Plus, LLC*, BC593377 (Los Angeles County Superior Court wage and hour class action certifying class of all non-exempt employees and appointing Protection Law Group, LLP as class counsel);
- *Morera v. Continental Assets Mgmt.*, BC502003 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497-VC (United States District Court, Northern District of California, wage and hour class action settlement and appointment Protection Law Group, LLP as class counsel in settlement);
- *Espinoza v. Financial Partners Credit Union*, BC502165 (Los Angeles County Superior Court wage and hour Class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Kesheshian, et al v. S. Cal. Logistics*, BC557981 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Sampson v. 24 HR Homecare LLC*, BC586019 (Los Angeles County Superior Court wage and hour class action);
- *Glenn v. Decron Properties Corp.*, BC578035 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in

- 1 settlement);
- 2 • *Torres v. Auto Rescue et al.*, RIC1509900 (Riverside County Superior Court wage and
- 3 hour class action appointing Protection Law Group, LLP as class counsel in
- 4 settlement);
- 5 • *Kashanian v. Plus Labs, Inc.*, 2016-1-CV-294231 (Santa Clara County Superior Court
- 6 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 7 settlement);
- 8 • *Cadena v. Tetra Property Management*, 257425 (Tulare County Superior Court wage
- 9 and hour class action appointing Protection Law Group, LLP as class counsel in
- 10 settlement);
- 11 • *Drayton v. Hollywood Park Casino*, BC593935 (Los Angeles County Superior Court
- 12 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 13 settlement);
- 14 • *Khan v. FPI Management, Inc.*, JCCP4819 (Los Angeles County Superior Court wage
- 15 and hour class action appointing Protection Law Group, LLP as class counsel in
- 16 settlement);
- 17 • *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court, Central
- 18 District of California appointing Protection Law Group, LLP as class counsel in
- 19 settlement);
- 20 • *Hadrick v. Woodmont Real Estate Serv., et al.*, CIV530405 (San Mateo County
- 21 Superior Court wage and hour class action appointing Protection Law Group, LLP as
- 22 class counsel in settlement);
- 23 • *Utterbach v. Daylight Transport, LLC et al.*, BC600994 (Los Angeles County
- 24 Superior Court wage and hour class action appointing Protection Law Group, LLP as
- 25 class counsel in settlement);
- 26 • *Eiden v. Olive & June*, BC654685 (Los Angeles County Superior Court wage and hour
- 27 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 28 • *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino County Superior Court wage

- 1 and hour class action appointing Protection Law Group, LLP as class counsel in
2 settlement);
- 3 • *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino County
4 Superior Court wage and hour class action appointing Protection Law Group, LLP as
5 class counsel in settlement);
 - 6 • *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American
7 Arbitration Association wage and hour class action appointing Protection Law Group,
8 LLP as class counsel in settlement on behalf of class of 75,000+ putative class
9 members);
 - 10 • *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo County Superior
11 Court wage and hour class action appointing Protection Law Group, LLP as class
12 counsel in settlement);
 - 13 • *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles County Superior
14 Court wage and hour class action appointing Protection Law Group, LLP as class
15 counsel in settlement);
 - 16 • *Ramirez v. Western National Properties*, BC639319 (Los Angeles County Superior
17 Court wage and hour class action appointing Protection Law Group, LLP as class
18 counsel in settlement);
 - 19 • *Hernandez v. Access Dental Plan et. al.*, 34-2017-00220944 (Sacramento County
20 Superior Court wage and hour class action appointing Protection Law Group, LLP as
21 class counsel in settlement);
 - 22 • *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS1803211 (San
23 Bernardino County Superior Court wage and hour class action appointing Protection
24 Law Group, LLP as class counsel in settlement);
 - 25 • *Gomez v. Fairway Staffing Services, Inc.*, BC689771 (Los Angeles County Superior
26 Court wage and hour class action appointing Protection Law Group, LLP as class
27 counsel in settlement);
 - 28 • *Fuentes v. Communications Test Design, Inc.*, CIVDS1802427 (San Bernardino

- 1 County Superior Court wage and hour class action appointing Protection Law Group,
2 LLP as class counsel in settlement);
- 3 • *Hartline v. Senior Operations, LLC*, BC697665 (Los Angeles County Superior Court
4 wage and hour class action appointing Protection Law Group, LLP as class counsel in
5 settlement);
 - 6 • *Carrozzella v. Basalite Concrete Products, LLC*, 34-2014-00220214 (Sacramento
7 County Superior Court wage and hour class action appointing Protection Law Group,
8 LLP as class counsel in settlement);
 - 9 • *Howey v. Battery Systems, Inc.*, 2026114 (Stanislaus County Superior Court wage and
10 hour class action appointing Protection Law Group, LLP as class counsel in
11 settlement);
 - 12 • *Correa v. Cashbak, LLC*, BC723845 (Los Angeles County Superior Court wage and
13 hour class action appointing Protection Law Group, LLP as class counsel in
14 settlement);
 - 15 • *Lemus v. Cass Construction*, 37-2017-00028180 (San Diego County Superior Court
16 wage and hour class action appointing Protection Law Group, LLP as class counsel in
17 settlement);
 - 18 • *Sales v. J.S. International Shipping Corp.*, 18CIV05048 (San Mateo County Superior
19 Court wage and hour class action appointing Protection Law Group, LLP as class
20 counsel in settlement);
 - 21 • *Aparicio v. Advantage Painting*, CIVDS2013809 (San Bernardino County Superior
22 Court approving PAGA Settlement);
 - 23 • *Rodriguez v. TheRealReal, Inc.*, CGC-19-574661 (San Francisco County Superior
24 Court approving PAGA Settlement);
 - 25 • *Parm v. Think Together*, CIVDS1823659 (San Bernardino County Superior Court
26 approving PAGA Settlement);
 - 27 • *Casey-Neith v. Pacific Union Financial*, 30-2018-01014980 (Orange County Superior
28 Court approving PAGA Settlement);

- 1 • *Wallace v. Alvarado Restaurant Group, LLC*, 20STCV26260 (Los Angeles County
2 Superior Court approving PAGA Settlement);
- 3 • *Adams v. West Marine Products, Inc.*, 19CIV00436 (San Mateo County Superior
4 Court wage and hour class action appointing Protection Law Group, LLP as class
5 counsel in settlement);
- 6 • *Coronel, et al. v. CMH Manufacturing, Inc., et al.*, RIC2003070 (Riverside County
7 Superior Court approving PAGA Settlement);
- 8 • *Marin v. Community Convalescent Center of Montclair, Inc. dba Community
9 Extended Care of Montclair*, CIVDS2015732 (San Bernardino County Superior Court
10 approving PAGA Settlement);
- 11 • *Tiscareno, et al. v. Broadway Typewriter Company, Inc. dba Arey Jones Educational
12 Solutions*, BC695668 (Los Angeles County Superior Court wage and hour class action
13 appointing Protection Law Group, LLP as class counsel in settlement);
- 14 • *Collie, et al. v. The ICEE Company, et al.*, CIVDS1611741 (San Bernardino County
15 Superior Court wage and hour class action appointing Protection Law Group, LLP as
16 class counsel in settlement); and
- 17 • *Sanchez, et al. v. Community Tree Service, Inc.*, CIVSB2116442 (San Bernardino
18 County Superior Court wage and hour class action appointing Protection Law Group,
19 LLP as class counsel in settlement).

20 10. I am fully familiar with the legal and factual issues in the Action and have specific
21 experience litigating complex wage and hour actions as class actions, including employment cases
22 as set forth above.

23 11. The Settlement presented here only resulted after having engaged in extensive
24 formal and informal discovery and investigation and is the product of hard-fought litigation and
25 extensive arms' length negotiations. In my opinion as an experienced class counsel, the
26 Settlement is fair, reasonable, adequate, and in the best interests of the Class, PAGA Members,
27 and State of California.
28

PROCEDURAL HISTORY AND FACTUAL BACKGROUND

12. Defendant SIMPSON CHEVROLET OF IRVINE (“Defendant”) is a Chevrolet dealership that offers vehicles for sale or lease, maintenance, upgrades and provides services to clients throughout California. Plaintiff Cesar Guillen Hernandez was employed by Defendant as an hourly-paid, non-exempt employee in the position of Sales Porter and Service Porter at Defendants’ location in Irvine, California. *See* Declaration of Cesar Guillen Hernandez in Support of Motion for Preliminary Approval (“Hernandez Decl.”) ¶2.

13. On December 13, 2024, Plaintiff provided notice to Defendants and the California Labor and Workforce Development Agency (“LWDA”) of the alleged wage and hour violations and his intent to seek civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”). Attached hereto as **Exhibit 1** is a true and correct copy of the PAGA Notice provided to the LWDA and Defendants.

14. On January 25, 2024, Plaintiff filed a class action complaint with the Orange County Superior Court, Case No. 30-2024-01376148-CU-OE-CXC (“the Action”), against Defendants, alleging the following causes of action: (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Failure to Provide Accurate Wage Statements; (8) Failure to Reimburse Expenses; and (9) Violation of California Business & Professions Code §§ 17200, *et. seq.*

15. On February 20, 2024, Plaintiff filed a First Amended Complaint adding a separate individual representative Action alleging one cause of action for violation of California Labor Code § 2699 – the Private Attorneys General Act of 2004 (“PAGA Action”).

16. On February 21, 2024, Plaintiff propounded the following discovery: (i) Form Interrogatories – General, Set One, (ii) Special Interrogatories, Set One, (iii) Requests for Production of Documents, Set One, and (iv) a Deposition Notice of Defendant’s Person(s) Most Qualified.

17. Thereafter, the Parties engaged in discussions to attend a formal private mediation. Plaintiff requested certain documents and data be produced in order to accurately and fairly

1 evaluate the claims and damages, so that any approval motion would be granted. The Parties
2 agreed, and decided to mediate with Kevin Barnes, Esq., on the nearest available date, August 21,
3 2024. On April 4, 2024, the Parties filed a Joint Stipulation regarding Discovery and Mediation,
4 setting forth duties and responsibilities of each party prior to mediation.

5 18. In advance of mediation, Defendant provided Plaintiff's Counsel with extensive
6 informal discovery including all relevant policies and handbooks in place during the Class Period,
7 which included all applicable policies relating to meal breaks, rest breaks, timekeeping, the
8 payment of wages and other relevant areas of investigation, a randomly selected 20% sampling
9 of time and payroll data for the putative class, and figures and information regarding the class
10 size and composition. The randomly-selected 20% sampling included records for putative class
11 members who were employed throughout different time periods during the Class Period, that is
12 representative of the Class. With this data for the Class, Plaintiff's Counsel and their retained
13 expert were able to perform a comprehensive damages analysis and estimate Defendant's
14 potential violations, liability, and exposure, including, and not limited to, analyzing time and pay
15 data, considering potential meal period violations, potential rest period violations, potential
16 synthetic meal period recordings, unpaid and rest period premiums, rounding, overtime and
17 premium payments, etc. This discovery and investigation allowed Plaintiff's Counsel to perform
18 a comprehensive damages analysis and estimate Defendant's potential liability.

19 19. After extensive review of the mediation documents and other information, on
20 August 21, 2024, the Parties attended a full day mediation before Kevin Barnes, Esq. At the
21 mediation, the Parties engaged in intensive settlement discussions during which they debated their
22 respective positions and exchanged views regarding the strengths and weaknesses of the alleged
23 claims, but despite the help of the mediator were unable to reach an agreement.

24 20. The Parties endeavored to diligently continue discussions through the mediator,
25 and on August 30, 2024, the Parties each agreed to a mediator's proposal, assenting to the
26 essential terms of settlement.

27 21. Thereafter the Parties diligently worked to draft and negotiate a long form Joint
28 Stipulation of Class Action and PAGA Settlement ("Settlement Agreement"). On September 20,

2024, the Parties fully-executed the long form Settlement Agreement.

22. On November 18, 2024, Plaintiff filed for preliminary approval of this Settlement Agreement. Then, on or about December 20, 2024, the Court issued a Minute Order ruling requesting clarification on certain terms and requesting Supplemental Briefing on others. The Court continued the hearing of the preliminary approval to January 31, 2025, so that the Parties could address a number of issues raised by the Court. The Parties submitted on the Court's tentative ruling, and the Court confirmed its tentative ruling on December 20, 2024.

23. On January 2, 2025, Plaintiff filed his Supplemental Brief in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

24. On January 31, 2025, the Court granted Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement and ordered Plaintiff to submit a revised proposed order that conformed with the Court's Order.

25. Now, following administration of the Class Notice Packet and the opportunity for Class Members to opt-out of the settlement or object to its terms, Plaintiff moves for final approval of the proposed Settlement.

REASONABLENESS OF THE TERMS OF THE SETTLEMENT

26. Plaintiff seeks final approval of a Class and PAGA Settlement with Defendants. The Settlement provides for: (1) a Gross Settlement Amount of \$565,000.00; (2) attorneys' fees in the amount of \$197,750.00 to Class Counsel; (3) actual litigation costs and expenses incurred by Class Counsel in the amount of \$13,599.45; (4) payment of \$60,000.00 in PAGA penalties including \$45,000.00 to the LWDA and \$15,000.00 to employees who worked during the PAGA Period; (5) payment of \$9,250.00 to the Settlement Administrator; and (6) the requested class representative enhancement payment of \$7,500.00 to Plaintiff Cesar Guillen Hernandez. The result is a Net Settlement Amount ("NSA") of \$276,900.55 which will be distributed to a Settlement Class consisting of 257 participating individuals, the "Settlement Class Members", who worked at Simpson Chevrolet of Irvine as hourly-paid, non-exempt employees in the state of California at any time between January 25, 2020, and October 29, 2024.

27. The preliminarily approved settlement is the result of intense and hotly contested

1 litigation between the Parties. Prior to settlement of this matter, the Parties engaged in extensive
2 formal and informal discovery in the Action. Both Parties propounded and responded to multiple
3 sets of written discovery and extensively met and conferred on various discovery issues before
4 meeting and conferring regarding private mediation. The Parties then agreed to staying formal
5 discovery but agreed to Defendant further producing extensive informal discovery. Indeed, prior
6 to settlement of this matter, Class Counsel spent a substantial amount of time researching and
7 investigating the claims in the Action. This included legal research regarding the applicable Labor
8 Code Sections reviewing and analyzing the Class Members' time and pay records, as well as their
9 relevant employment policies, practices, and procedures and consulting with experts. My office
10 thoroughly reviewed this discovery and conducted a class-wide assessment and analysis of
11 Defendant's potential damages based on the documents and information provided. The Parties
12 extensively briefed these issues and provided their analyses to the mediator for his consideration.
13 This investigation allowed Class Counsel to act intelligently in negotiating the settlement.

14 28. Reaching an agreement in the Action was not easy. The relationship between the
15 Parties was adversarial and at many points during the litigation settlement seemed unlikely. Indeed,
16 the Parties engaged in a full day mediation with Kevin Barnes, Esq., a highly-respected mediator
17 with particular experience in wage and hour class actions. During the mediation, the Parties
18 engaged in extensive settlement negotiations with each other and with the mediator. The settlement
19 negotiations were at arms' length and, although conducted in a professional manner, were
20 adversarial.

21 29. Defendant at all times maintained that it had complied with California wage and
22 hour laws. Similarly, Plaintiff was prepared to vigorously litigate the disputes including through
23 class certification and trial and were actively completing the discovery necessary to obtain class
24 certification and prove these claims in the event a settlement could not be reached. The proposed
25 Settlement was reached at the end of a process that was neither fraudulent nor collusive. To the
26 contrary, counsel for the Parties advanced their respective positions throughout the mediation
27 process and with the help of the mediator, the Parties were able to reach an agreement to resolve
28 these claims.

1 30. Based on my experience, and as discussed extensively in Plaintiff’s motion for
2 preliminary approval, I believe this Settlement represents a fair and reasonable compromise of the
3 Class’s claims against Defendant. Defendant vigorously contested its liability and raised defenses
4 regarding both the manageability of these claims at trial and the merits of the individual claims.
5 This included arguments regarding the potential for individualized issues with respect to Plaintiff’s
6 meal period claims, rest period claims, and claims regarding off-the-clock work.

7 31. Based on my experience litigating similar and complex matters and the history of
8 this litigation, I would reasonably expect a vigorous and lengthy defense to both class certification
9 and merits absent a settlement with substantial risk that Class Members could be forced to wait
10 years and incur additional costs for the same or possibly worse result. The substantial economic
11 uncertainty of businesses during the COVID-19 pandemic only highlights the value of such a
12 guaranteed result.

13 32. The lack of any objections to the terms of the proposed Settlement and fact that
14 only one Class Member (0.004% of the Class) requested to be excluded from the Settlement (a
15 99.96% participation rate) also supports the reasonableness of the proposed Settlement.

16 33. Accordingly, the factors assessed by Class Counsel both here and in the motion for
17 preliminary approval, strongly support the conclusion that the Settlement is not only presumed fair
18 but is reasonable.

19 **THE ADMINISTRATION PROCESS AND PLAN OF DISTRIBUTION**

20 34. The Settlement Administrator for this matter is Phoenix Settlement Administration
21 Solutions (“Settlement Administrator”) as approved by the Court.

22 35. My office provided the Settlement Administrator with the Court-approved text for
23 the Notice Packet on February 13, 2025. The Notice Packet included the formula for determining
24 the estimated sum to be paid to each individual from the Net Settlement and stated each Class
25 Members’ estimated Individual Settlement Payment.

26 36. Also on February 13, 2025, Counsel for Defendants provided the Settlement
27 Administrator with the Class Mailing List. *See* Declaration of Mayra Gonzalez of Phoenix in
28 Support of Motion for Final Approval (“Phoenix Decl.”) ¶3.

37. On February 21, 2025, the Notice Packets were mailed to all 257 Class Members. Phoenix Decl. ¶5.

38. Initially, sixteen (16) Notice Packets were returned to the Settlement Administrator. The returned Notice Packets did not have a forwarding address. As such, the Settlement Administrator performed a skip trace on these Notice Packets. As a result of the skip trace, sixteen (16) Notice Packets were promptly re-mailed to those Class Members. In sum, zero (0) Notice Packets remain undeliverable since an updated address could not be obtained via skip trace. *See* Phoenix Decl. ¶¶6-7.

39. There were no objections to the Settlement, only one (1) request for exclusion, and no disputes. The deadline for Class Members to submit workweek disputes, request exclusion form, or object to the Settlement expired on April 22, 2025. *See* Phoenix Decl. ¶¶8-10.

40. According to the terms of the Settlement Agreement, within sixty (60) calendar days after the Effective Date (as defined in the Settlement Agreement), Defendant will deposit the Gross Settlement Amount and all applicable employer-side payroll taxes into the Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator. Within fourteen (14) calendar days thereafter, the Settlement Administrator will issue payments for: (1) Net Settlement Amount to the Settlement Class Members per the terms of the Settlement and the Final Approval; (2) an award of attorneys’ fees; (3) an award of litigation expenses and costs; (4) an award of Settlement Administration Costs; (5) a PAGA Payment of \$60,000.00 (75% of which, or \$45,000.00, shall be paid to the LWDA, and the remaining 25%, or \$15,000.00, which will be distributed to the PAGA Members); and (6) an Enhancement Payment to the Class Representative. *See* Settlement Agreement ¶¶ 5, 9, 12, 14, 21, 39, 41.

CLASS COUNSEL FEES

41. Class Counsel seek attorneys’ fees in the amount of \$197,750.00, which is thirty-five percent (35%) from the Gross Settlement Amount. The percentage award of the attorneys’ fees is commensurate with: (1) the economic risk Class Counsel took in commencing the Action on a contingency basis, knowing that there would likely be a long battle with a premier defense firm; (2) the time, effort and expense dedicated to the Action; (3) the skill and determination the

1 Action has required; (4) the results achieved throughout the litigation; and (5) the value of the
2 settlement achieved for Class Members, PAGA Members, and State of California.

3 42. Protection Law Group is a small law firm specifically devoted to the representation
4 of employees against employers in California involving claims relating to violations of the
5 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime
6 premiums, failure to pay meal and rest premiums and failure to provide accurate wage records.
7 The practice of employment law is a very specific, narrow field which requires diligence in an
8 ever-evolving field of substantive and procedural law. Class Counsel have devoted significant time
9 and attention to this matter on a contingent basis. The significant time and attention spent on this
10 matter was time we could not spend on other cases or clients.

11 43. As discussed above, my office undertook extensive investigation, analysis, and
12 research prior to filing the lawsuit, during litigation, mediation, and after mediation. This included
13 attending client meetings; propounding formal and informal discovery; extensively meeting and
14 conferring with Defendant's Counsel on various discovery issues; and conducting legal research
15 on unanticipated and remote legal defenses. In order to investigate Defendant's policies, practices,
16 and procedures, Class Counsel propounded formal and informal discovery, and in advance of
17 mediation reviewed and analyzed extensive time and payroll data. Indeed, Class Counsel analyzed
18 hundreds of pages of documents, and thousands of pages of time and payroll data. Further, Class
19 Counsel participated in case strategy and analysis, drafting, reviewing, revising pleadings, and
20 preparing for and attending mediation. Class Counsel participated in extensive negotiations at
21 mediation and following the mediation to reach a settlement and then spent substantial time
22 drafting and revising the Class Action and PAGA Settlement Agreement. A settlement was
23 achieved despite all of the obstacles that had to be overcome, because Class Counsel used their
24 complex wage-and-hour litigation experience and skills to obtain the Settlement.

25 44. In addition to the time and effort required, the Action also required substantial skill
26 to litigate. Defendant retained well-respected counsel and denied liability. Defendant and its
27 Counsel felt very strongly about their ability to ultimately prevail in the Action and mounted several
28 defenses that posed significant threats to class certification and the manageability of the Action at

trial, challenged the theories of Class Counsel, and posed problems moving forward. Class Counsel also were required to contend with the challenge of reviewing and analyzing substantial amounts of class data in order to determine Defendant's underlying practices.

45. There were also substantial risks with respect to this matter that Class Counsel were required to evaluate and overcome before reaching a successful settlement. For instance, Defendant raised issues with Plaintiff's meal period claims. Although Plaintiff maintains that Defendant maintained unlawful meal period policies and practices, Defendant argued its policies and practices were lawful. Defendant also argued that individualized issues existed with respect to any alleged violations. Class Counsel had to consider that the Court could find validity to this individualized proof defense.

46. Defendant also challenged Plaintiff's ability to sufficiently prove the alleged rest period violations as Defendant was not required to record these breaks. Based on Class Counsel's discovery and investigation, Class Counsel believe Defendant failed to permit employees to be relieved for their rest period. However, Defendant claimed that they allowed employees to take their state mandated rest periods, had designated areas where employees could go, and that their practices comply with California law. Given the lack of records demonstrating rest period violations, there were legitimate concerns that Plaintiff would not be able to certify these claims or prove substantial damages even assuming a uniform practice could be established.

47. Plaintiff would also face challenges certifying and proving liability for his minimum wage and overtime claims. These claims were largely based on unrecorded, off-the-clock work performed by the Class Members both before and after their shift, lack of rest period records, and as the result of timekeeping errors by Defendant. While Class Counsel believes a uniform and systemic practice could be established regarding these time edits, this claim was not certain and would be an extremely complex and hotly disputed issue. Plaintiff would also require substantial evidence to establish a pattern and practice that pressured employees to work off-the-clock and the individualized nature of such damages presented legitimate concerns regarding the manageability of the case.

48. There were also substantial risks to evaluate associated with Plaintiff's waiting time

1 penalties and wage statement claims as these claims are derivative of Plaintiff's previous claims
2 and if certification was denied on those underlying claims, these claims would also likely fail.
3 Even if Plaintiff prevailed on his underlying off-the clock claims, he would still be required to
4 demonstrate that Defendant's violations of Labor Code section 203 were willful violations, a
5 difficult prospect.

6 49. Additionally, the case was litigated on a contingent basis. Had Class Counsel not
7 been successful the time devoted to this matter would have been for naught and Class Counsel
8 would not have received any fee or any reimbursement for any of the expenses incurred on behalf
9 of the Class. Class Counsel has borne all the risks and costs of litigation and will not receive any
10 compensation until recovery is obtained in the Action. The COVID-19 crisis and resulting
11 economic uncertainty only highlights the substantial risk imposed in taking these types of cases on
12 a contingent basis. Circumstances can arise swiftly and for reasons beyond any parties' control.
13 Class Counsel could have invested years of time and effort, and they could ultimately have
14 received no compensation for. This risk is a relevant factor when considering the reasonableness
15 of Class Counsel's requested fee.

16 50. Plaintiff agreed to a fee of thirty-five percent (35%) from the Gross Settlement
17 Amount, and this has not been objected to by any member of the Class. I am aware that the common
18 and acceptable rate for representation in wage-and-hour class action litigation is normally twenty-
19 five (25) to thirty-five (35) percent. A fee of thirty-five percent (35%) from the Gross Settlement
20 Amount is appropriate here because of the excellent result achieved for the Class, the PAGA
21 Members, and State of California despite the substantial risks described above including the risk
22 that the Class Members, the PAGA Members, and State of California could recover nothing at all.

23 51. While the requested fee is a proper and commonly requested percentage of the
24 common fund, the fee request is also justified under a simple lodestar analysis.

25 52. Including myself, Protection Law Group includes ten (10) attorneys, all of whom
26 actively and continuously represent plaintiffs in employment class actions and representative
27 actions, in Superior Courts throughout the State of California, in the Court of Appeal, and in
28 various Federal courts. Because of the unique history and nature of our practice, all of the attorneys

1 at Protection Law Group have a high level of knowledge and experience in labor and employment
2 law. Besides myself, the following attorneys at Protection Law Group worked on the Action:

3 a. Amir Nayebdadash – Founding Partner of Protection Law Group, LLP. Mr.
4 Nayebdadash received his Bachelor of Arts degree from University of California, Los
5 Angeles in 1998 and a Juris Doctor degree from Pepperdine University School of Law
6 in 2003. He was admitted to practice law in California in November of 2004, and has
7 been admitted to practice in all federal district courts in the State of California. Prior
8 to founding Protection Law Group, LLP, Mr. Nayebdadash worked at Littler
9 Mendelson, P.C., the largest labor and employment law firm in the United States. In
10 2013, Mr. Nayebdadash and I founded Protection Law Group LLP. Since the inception
11 of Protection of Law Group, LLP, Mr. Nayebdadash has focused his practice on the
12 representation of employees against employers in California. Mr. Nayebdadash has
13 extensive experience in all aspects of employment litigation, with a focus on wage and
14 hour class and representative action, including, but not limited to taking and defending
15 depositions, briefing and arguing motions, preparing for class certification,
16 negotiating complex wage and hour settlements, trial and appeal.

17 b. Susan Huerta – (Former) Senior Attorney at Protection Law Group, LLP. Ms. Huerta
18 received her Bachelor's of Science degree from California State University,
19 Northridge and a Juris Doctor degree from Southwestern Law School. Ms. Huerta was
20 admitted to practice in California in June 2008 and is admitted to practice law in all
21 California Federal Courts and United States Court of Appeals for the Ninth Circuit.
22 Prior to joining Protection Law Group, LLP, Ms. Huerta's practice focused on
23 representing plaintiffs in individual employment and class actions. Since joining
24 Protection Law Group, LLP, Ms. Huerta's practice has focused solely on the
25 representation of employee plaintiffs in complex wage and hour class and
26 representative actions. Mr. Burton has extensive experience briefing and arguing
27 motions, and managing written discovery.

28 c. Brendan J. Burton – Senior Associate at Protection Law Group, LLP. Mr. Burton

received his Bachelor of Arts degree from the University of San Diego and a Juris Doctor degree from California Western School of Law. Mr. Burton was admitted to practice in California in December 2018 and is admitted to practice law in all California Federal Courts and United States Court of Appeals for the Ninth Circuit. Prior to joining Protection Law Group, LLP, Mr. Burton's practice focused on recovering damages for injured victims. Since joining Protection Law Group, LLP, Mr. Burton's practice has focused solely on the representation of employee plaintiffs in complex wage and hour class and representative actions. Mr. Burton has extensive experience briefing and arguing motions, and managing written discovery.

- d. Shadi Sahebghalam – Associate at Protection Law Group, LLP. Ms. Sahebghalam received her Bachelor of Liberal Arts degree from University of California, Los Angeles and a Juris Doctor degree from Pacific Coast University, School of Law. Ms. Sahebghalam was admitted to practice in California in April 2022 and is admitted to practice law in Eastern and Southern Districts of California Federal Courts. Prior to joining Protection Law Group, LLP, Ms. Sahebghalam's practice focused on representing plaintiffs in individual employment discrimination cases and wage and hour disputes in state and federal court as well as arbitration. After joining Protection Law Group, LLP, Ms. Sahebghalam's practice has focused solely on the representation of employee plaintiffs in complex wage and hour class and representative actions.

53. My current billing rate and the actual rate I charge clients on an hourly basis is \$800 per hour. My partner, Amir Nayebedadash's current billing rate and the actual rate he charges clients on an hourly basis is \$750 per hour. Ms. Huerta is a Senior Associate with Protection Law Group and has a current billing rate of \$725 per hour. Mr. Burton is a Senior Associate with Protection Law Group and has a current billing rate of \$575 per hour. Ms. Sahebghalam is an Associate at Protection Law Group and has a current billing rate of \$400 per hour. While the overwhelming majority of my firm's practice is contingency-based, this is the actual rate we charge billing clients if retained on an hourly basis to handle employment-law related issues.

1 54. Based on my familiarity with prevailing market rates for work of similar
2 complexity in California, including my extensive involvement in fee application work on my own
3 behalf and on behalf of others, I can attest that these hourly rates are within the prevailing market
4 rate for work of similar complexity performed by attorneys of similar skill and experience. I have
5 extensive knowledge of the prevailing hourly rates in the community for work of similar nature
6 and complexity to the work in this case. My experience and knowledge in this regard comes from
7 a variety of sources, including: (a) reviewing dozens of fee applications in other matters; (b) my
8 familiarity with fee application orders in other cases; and (c) my independent research and
9 knowledge of the prevailing market rates based on fee requests of other counsel and my familiarity
10 with rates charged in other law firms; and (d) my independent reading and research regarding law
11 firm billing rates.

12 55. As such, it is my opinion that our requested hourly rates of \$800.00 for myself,
13 \$750.00 for Mr. Nayebdadash, \$725.00 for Ms. Huerta, \$575.00 for Mr. Burton, and \$400.00 for
14 Ms. Sahebghalam, and the use of a blended rate of at least \$650.00 for Protection Law Group
15 based on the work performed in this matter is well within the range of a reasonable rates for
16 attorneys of our skill, knowledge, experience, and ability.

17 56. Protection Law Group has spent at least 279.10 hours in this Action. Attached
18 hereto as **Exhibit 3** are true and correct copies of Invoices detailing the exact time expended on
19 this matter up to date by myself and my colleagues, Amir Nayebdadash, (Former) Susan Huerta,
20 Brendan Burton, and Shadi Sahebghalam.

21 57. The Invoices presented herein reflect an extremely conservative accounting on the
22 time my colleagues and I actually expended on this matter, as it does not include any time I
23 believed the Court may possibly construe as duplicative or arguable non-essential to the litigation
24 (*i.e.*, internal emails, administrative communications, correspondence which was reviewed by
25 more than one attorney, etc.). Time spent on such matters was intentionally omitted by my office
26 in order to avoid any possible appearance of artificial inflation of our lodestar.

27 58. To date, the lodestar for my office using this conservative accounting and
28 applicable billing rate is approximately \$190,987.50. *See Exhibit 3.*

1 59. As noted above, this figure represents a conservative calculation of my firm's total
2 lodestar, as it does not include any time I believed the Court may possibly construe as duplicative,
3 administrative in nature, or arguably non-essential to the litigation, nor does it reflect the time my
4 office will be required to expend to monitor the disbursement of funds to the Class following a
5 final approval, which is *estimated to be at least an another forty (40) additional hours work* that
6 is unaccounted for.

7 60. In sum, the lodestar to date totals \$190,987.50. However, Class Counsel is only
8 seeking thirty-five percent (35%) of the common fund (*i.e.*, \$197,750.00).

9 61. This settlement represents an outstanding result at the conclusion of hotly
10 contested litigation. The settlement provides Class Members an average payment of
11 approximately \$1,904.84 and a high payment of \$2,730.51. In Class Counsel's view, these
12 amounts equal or exceed many of the payments achieved in similar litigation. While each matter
13 faces its own unique challenges and circumstances that can make direct comparison difficult, the
14 overwhelming value obtained for the Class here demonstrates the outstanding results obtained
15 and should be an important factor in the Court's decision to approve the requested multiplier and
16 ultimately Class Counsel's requested fee.

17 62. Also, as noted above, this case was litigated on a contingent basis, meaning that my
18 office bore all the risks should this matter have failed and still bears the risk the risk of taking
19 whatever actions are necessary if Defendant fails to pay. This risk is particularly acute in light of
20 the broad economic uncertainty facing many businesses as a result of the COVID-19 pandemic
21 and the broad economic uncertainty faced by all employers during this challenging time. Class
22 Counsel took on the risk that they could ultimately recover nothing from the litigation if they were
23 unsuccessful or if the organization experienced the financial difficulties faced by so many
24 organizations. These increased risks were real, challenging, and significantly increased the
25 contingent risk associated with this matter.

26 63. Further, despite being litigated on a contingent basis, the Action involved analysis
27 and investigation regarding complex questions surrounding class certification and required
28 substantial investigation and complex data analysis to determine Defendant's underlying practices.

1 64. Given the complex nature of these claims and daunting legal challenges, I believe
2 there are very few law firms who could have obtained the settlement obtained here by my office.
3 My office has devoted itself to pursuing and understanding these types of cases and was able
4 litigate this matter despite risks that may have dissuaded other counsel from pursuing this case.

5 65. I believe that the efforts of my office have resulted in substantial benefits to the
6 Settlement Class, in the form of a substantial settlement fund established to compensate Class
7 Members for Defendant's wage and hour violations. Through the efforts of Class Counsel and
8 Plaintiff in the Action, a fair and reasonable resolution has been reached that includes a non-
9 reversionary settlement payment by Defendant of \$565,000.00. I am informed and believe that,
10 without the efforts of my office, the Labor Code and Wage Order violations alleged in the
11 Complaint would have gone completely unremedied. The \$197,750.00 in fees provided for in the
12 Settlement is therefore reasonable given the result achieved.

13 **CLASS COUNSELS' COSTS**

14 66. To date, Class Counsel have borne all risks and costs of litigation and will not
15 receive any compensation until recovery is obtained by Plaintiff and the participating members of
16 the Settlement Class. Protection Law Group has incurred \$13,099.45 to date. I anticipate and
17 would request the Court approve an additional \$500.00 in future costs associated with the filing of
18 this motion, filing the final report, and other costs necessary to fully resolve the Action. This is a
19 conservative estimate based on my prior experience regarding the costs incurred as part of the final
20 approval process. These costs were necessary for the resolution of the Action, and I would request
21 that the Court award Protection Law Group \$13,599.45 to cover the costs and expenses associated
22 with this litigation. The requested reimbursement of \$13,599.45 is \$6,400.55 less than the
23 \$20,000.00 earmarked toward costs in the Settlement Agreement. These savings will be distributed
24 to the Settlement Class Members. Attached hereto as **Exhibit 4** is a costs sheet detailing the various
25 costs incurred by Protection Law Group associated with the Action as of May 30, 2025.

26 **PLAINTIFF'S REPRESENTATIVE ENHANCEMENT PAYMENT**

27 67. Here, the requested \$7,500.00 enhancement payment to Plaintiff Cesar Guillen
28 Hernandez is justified. It is very common in my experience for Class and PAGA Representatives

1 to recover approximately \$7,500.00 as a service/enhancement payment. Here, the amount is
2 justified because of the extensive time Plaintiff has spent and the assistance he provided to Class
3 Counsel for approximately the past two (2) years. Plaintiff has been intimately involved in the
4 prosecution of the Action and served as an indispensable resource to Class Counsel. Plaintiff has
5 taken actions throughout the litigation to protect the interests of those he now represents. Plaintiff
6 provided valuable information regarding the allegations, spoke with our office for many hours on
7 the phone providing critical evidence for mediation, kept himself informed of the development of
8 the matter, provided verified discovery responses, and participated in decisions concerning the
9 Action. *See* Hernandez Decl. ¶¶5-17. The information and documentation provided by Plaintiff
10 was instrumental in establishing the wage and hour violations alleged in the Action, and the
11 recovery provided for in the Settlement Agreement would have been impossible to obtain without
12 his participation.

13 68. Additionally, Plaintiff faces actual risks with his future employment and new career
14 by putting himself on public record in a wage and hour employment lawsuit. As this Court is
15 aware, prospective employers conduct searches on job applicants. One type of search is to learn
16 about applicant's litigation history. These searches are easy to run on the internet and relatively
17 inexpensive. Plaintiff also faced the potential imposition of costs if the lawsuit was unsuccessful.

18 69. As a result of Plaintiff's actions, 257 employees have the opportunity to participate
19 in a settlement, reimbursing them for wage violations they may have never known about or been
20 willing to pursue on their own.

21 70. As such, Plaintiff did more than simply lend his name for the lawsuit, and I believe
22 he deserves the requested Enhancement Payment.

23 **PAYMENT TO THE SETTLEMENT ADMINISTRATOR**

24 71. The Settlement Agreement calls for the award of up to \$9,250.00 to the Settlement
25 Administrator, Phoenix Settlement Administration Solutions ("Phoenix"), for the costs associated
26 with administration of the settlement. The Settlement Administrator is a necessary third-party who
27 has performed substantial services on behalf of the Class, including sending the Notice Packets
28 and the administration of future settlement payments, for \$9,250.00. *See* Phoenix Decl. ¶18.

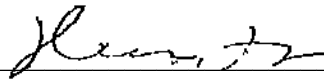
1 Accordingly, I would request that the Court award Phoenix \$7,500.00 for the services performed
2 in this Action.

3 **SUGGESTED DATE FOR DISBURSEMENT/COMPLIANCE DECLARATION**

4 72. Class Counsel suggests a date of June 27, 2026, for Class Counsel to submit a
5 compliance report from the Settlement Administrator which shall include the actual amounts paid
6 to Settlement Class Members and other amounts disbursed pursuant to the Settlement.

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

9 Executed on May 30, 2025, at El Segundo, California.

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12 Heather Davis
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EXHIBIT 1



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December 13, 2023
Page 1 of 6

VIA ONLINE FILING

Labor and Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, CA 95814

PAGAfiling@dir.ca.gov

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: Cesar Guillen Hernandez v. Simpson Chevrolet of Irvine

Dear Representative:

This office represents Cesar Guillen Hernandez ("**Mr. Hernandez**") with respect to his claims under the California Labor Code against Simpson Chevrolet of Irvine ("**Employer**"). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Mr. Hernandez from approximately February 2018 to approximately June 2023, as an hourly, non-exempt employee. During his employment with Employer, Mr. Hernandez was employed as a Sales Porter and Service Porter at Employer's location at 21 Auto Center Dr, Irvine, California 92618. Employer is a car dealership.

Mr. Hernandez intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("**PAGA**"). Mr. Hernandez is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer ("**Aggrieved Employees**"). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California's wage and hour laws during Mr. Hernandez's employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the Industrial Welfare Commission Wage Orders ("**IWC Wage Order**") including *inter alia*, IWC Wage Order No. 7. The claims made on behalf of Mr. Hernandez and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Mr. Hernandez and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.



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First, Employer regularly required Mr. Hernandez and Aggrieved Employees to work more than eight (8) hours in a day or forty (40) hours in a workweek, but failed to pay them overtime compensation for such work. Employer also failed to provide Mr. Hernandez and Aggrieved Employees with adequate training as to the payment of overtime compensation, all in an effort to keep its workers uninformed as to their legal right to overtime compensation. In addition, Employer regularly required Mr. Hernandez and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Mr. Hernandez and Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. Mr. Hernandez and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Mr. Hernandez and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Mr. Hernandez and Aggrieved Employees to perform work off-the-clock without compensation. Employer also failed to accurately record the actual time worked by Mr. Hernandez and Aggrieved Employees, which resulted in a failure to pay Mr. Hernandez and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages, and overtime wages. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Mr. Hernandez and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer has failed to pay Mr. Hernandez and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order No. 7 and California Labor Code sections 204, 510, 1194, 1197, 1197.1, and 1198.

Mr. Hernandez and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 7; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Mr. Hernandez and Aggrieved Employees with legally-compliant 30-minute meal periods. Mr. Hernandez and Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Mr. Hernandez and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Mr. Hernandez and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour



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December 13, 2023
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of work. On the occasions that Mr. Hernandez and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Hernandez and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly, non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Mr. Hernandez and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Mr. Hernandez and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Hernandez and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Mr. Hernandez and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to telephone calls and/or radio/walkie-talkie, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Hernandez and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods.

Mr. Hernandez and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 7 and California Labor Code sections 226.7, 512(a), and 1198.

Mr. Hernandez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 7; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Mr. Hernandez and Aggrieved Employees take legally-compliant 10-minute rest periods. Employer required Mr. Hernandez and Aggrieved Employees to work through rest periods. Mr. Hernandez and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Mr. Hernandez and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Mr. Hernandez and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).



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Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Hernandez and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly, non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Mr. Hernandez and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Mr. Hernandez and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Hernandez and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Mr. Hernandez and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to telephone calls and/or radio/walkie-talkie, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Hernandez and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.

Mr. Hernandez and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 7 and California Labor Code sections 226.7, and 1198.

Mr. Hernandez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 7; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Mr. Hernandez and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Mr. Hernandez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Mr. Hernandez and



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Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

Mr. Hernandez and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer has failed to maintain accurate records relating to Mr. Hernandez and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order No. 7 and California Labor Code sections 1198.5 and 1174(d).

Mr. Hernandez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 7; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 7 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Mr. Hernandez and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, use of a personal cell phone to conduct business, and for the purchase of work shoes.

Accordingly, Employer violated IWC Order No. 7 and California Labor Code sections 2800 and 2802.

Mr. Hernandez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 7; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

Upon the termination of employment, Mr. Hernandez and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Mr. Hernandez and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Mr. Hernandez and Aggrieved Employees for all straight time wage, minimum



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wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Mr. Hernandez and Aggrieved Employees for meal period premiums, and rest period premiums, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Mr. Hernandez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Therefore, on behalf of himself, the State of California and all Aggrieved Employees, Mr. Hernandez may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us.

Thank you for your attention to this matter.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read "Priscilla Gamino", is written over a light blue circular stamp.

Priscilla Gamino

Notice provided to Employer via Certified Mail (9414 7188 9956 2647 3554 08)

Simpson Chevrolet Of Irvine
21 Auto Center Drive
Irvine, CA 92618

Notice provided to Employer via Certified Mail (9414 7118 9956 2647 3570 20)

Simpson Chevrolet Of Irvine
Attn: 1505 Corporation CSC – Lawyers Incorporating Service, Inc., Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150-N
Sacramento, CA 95833

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EXHIBIT 2

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

CESAR GUILLEN HERNANDEZ
individually, and on behalf of others similarly
situated, and as an aggrieved employee and
Private Attorney General,

Plaintiff,

vs.

SIMPSON CHEVROLET OF IRVINE, a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 30-2024-01376148-CU-OE-CXC

*Assigned for All Purposes to: Hon. William
Claster, Dept. CX-101*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: January 25, 2024
Trial Date: None Set

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Cesar Guillen Hernandez, individually and on behalf of the Settlement Class, and as an aggrieved employee and Private Attorney General, and Defendant Simpson Chevrolet of Irvine.

1. “Action” means the court action entitled “*Hernandez v. Simpson Chevrolet of Irvine*”, Case No. 30-2024-01376148-CU-OE-CXC, pending before the Orange County Superior Court.

3. “Class” or “Class Members” means all current and former hourly paid or non-exempt employees employed by Defendant within the state of California at any time during the Class Period.

5. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, *i.e.*, One Hundred and Ninety-Seven Thousand Seven Hundred and Fifty Dollars (\$197,750.00), and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Twenty Thousand Dollars (\$20,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

6. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class

Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendants in the State of California; (6) total Workweeks during the Class Period; (7) total Pay Periods during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

7. "Class Period" means the period from January 25, 2020, and ending on either the date the Court signs the Preliminary Approval Order, or October 29, 2024, whichever occurs earlier.

8. "Class Representative" means Plaintiff Cesar Guillen Hernandez in his capacity as representative of the Participating Class Members.

9. "Class Representative Enhancement Award" means the amount that the Court authorizes to be paid to Plaintiff in addition to his Individual Settlement Payment, in recognition of the efforts and risks he has taken in assisting with the prosecution of the Action and in exchange for the General Release of his claims as provided herein.

10. "Court" means the Superior Court of the State of California for the County of Yolo.

11. "Defendant" means Simpson Chevrolet of Irvine.

12. "Effective Date" means the date that all of the following events have occurred: (i) the long-form Stipulation of Settlement (this Agreement) has been executed by Plaintiff, Defendant, Class Counsel and Defendant's Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Class Notice has been sent to the Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment and sixty (60) days have elapsed; and (v) the later of the following events: (A) when the period for filing any appeal, writ, intervention, or other proceeding opposing the Settlement has elapsed without any appeal, writ, intervention, or other proceeding having been filed; (B) when any appeal, writ, intervention, or other proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ,

1 intervention, or other proceeding has upheld the Court's Final Order and Judgment with no right
2 to pursue further remedies or relief. If the Court declines to approve the Settlement or the Effective
3 Date otherwise fails to occur, the entire Settlement is deemed void and unenforceable as if no
4 settlement of any claim was ever reached. All negotiations, statements and proceedings and data
5 relating thereto shall be protected by California Evidence Code § 1152 and shall be without
6 prejudice to the rights of any of the Parties.

7 13. "Final Approval" means the Court entering an order granting final approval of the
8 Settlement Agreement.

9 14. "Gross Settlement Amount" means the sum of Five Hundred and Sixty-Five
10 Thousand Dollars (\$565,000.00). The Gross Settlement Amount is non-reversionary; no portion
11 of the Gross Settlement Amount will return to Defendants, and includes all: (1) payments to the
12 Class; (2) Class Counsel's fees; (3) Class Counsel's costs; (4) Settlement Administration Costs;
13 (5) Incentive Payment to Plaintiff; and (6) Payment of PAGA Penalties to be paid to the California
14 Labor and Workforce Development Agency ("LWDA") and PAGA Members. The Gross
15 Settlement Amount is exclusive of employer share of any applicable payroll taxes, and any such
16 employer-side payroll taxes shall be paid by Defendant separately and in addition to the Gross
17 Settlement Amount. The Gross Settlement Amount plus any applicable employer-side payroll
18 taxes shall be the maximum amount Defendant is required to pay under the Settlement.

19 15. "Individual Settlement Payment" means the amount payable from the Net
20 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
21 eligible to receive from the employee portion of the PAGA Penalties. Individual Settlement
22 Payments shall be paid by a Settlement Check made payable to Participating Class Members
23 and/or PAGA Members.

24 16. "Net Settlement Amount" means the funds available for payments to the Class,
25 which shall be amount remaining after the following amounts are deducted from the Gross
26 Settlement Amount: (1) Class Counsel's fees; (2) Class Counsel's costs; (3) Settlement
27 Administration Costs; (4) Class Representative Enhancement Payment to Plaintiff; and (5) the
28 PAGA Penalties to be paid to the LWDA and PAGA Members.

1 17. “Notice” means the Notice of Proposed Class Action Settlement in a form
2 substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class
3 Members’ last known address, and which will provide Class Members with information regarding
4 the Action and information regarding the Settlement of the Action.

5 18. “Objection” means a Class Member’s valid and timely written objection to the
6 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,
7 address, telephone number, last four digits of the employees’ social security number or employee
8 ID number; (b) the name of the case and case number; and (c) a written statement of all grounds
9 for the objection accompanied by legal support, if any, for such objection.

10 19. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
11 (Cal. Lab. Code §§ 2698, *et seq.*).

12 20. “PAGA Members” means all current and former hourly paid non-exempt
13 employees of Defendants who were employed by Defendants in the State of California at any
14 time during the PAGA Period.

15 21. “PAGA Penalties” means the amount that the Parties have agreed to allocate in
16 order to settle claims arising under the PAGA. The Parties have agreed that Sixty Thousand
17 Dollars (\$60,000.00) of the Gross Settlement Amount will be allocated to the resolution of
18 Plaintiff’s PAGA Claims. Seventy Five Percent (75%) of this amount (\$45,000.00) will be paid
19 to the LWDA in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%) of this
20 amount (\$15,000.00) will be distributed to PAGA Members. PAGA Members will receive
21 payment from the employee portion of the PAGA Penalties regardless of their decision to
22 participate in the Class Action if the PAGA Penalties is approved by the Court.

23 22. “PAGA Period” means the period from December 13, 2022, and ending on either
24 the date the Court signs the Preliminary Approval Order, or October 29, 2024, whichever occurs
25 earlier.

26 23. “Participating Class Members” means all Class Members who do not submit valid
27 and timely Requests for Exclusion.

28 24. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean

1 either Plaintiff or Defendants, individually.

2 25. "Pay Period" shall mean any pay period, in which a PAGA Member worked at
3 least one (1) day during the PAGA Period.

4 26. "Plaintiff" means Cesar Guillen Hernandez.

5 27. "Preliminary Approval" means the Court order granting preliminary approval of
6 the Settlement Agreement.

7 28. "Released Class Claims" means all claims, rights, demands, liabilities and causes
8 of action that are alleged, or reasonably could have been alleged based on the same or similar
9 facts and claims asserted in the operative Complaint in this Action including the following claims:

10 This release shall apply to claims arising during the Class Period.

11 29. "Released PAGA Claims" means any and all PAGA claims that could have been
12 asserted under the California Labor Code Private Attorneys General Act of 2004 based on the
13 same or similar factual allegations and claims in the operative Complaint (the First Amended
14 Complaint) in this Action or any PAGA notice submitted by Plaintiff to the LWDA for the PAGA
15 Period.

16 30. "Released Parties" means the named Defendant Simpson Chevrolet of Irvine, and
17 any and all of its past, present and future direct or indirect parents, sister or related entities, ,
18 acquired companies, subsidiaries, predecessors, successors and affiliates as well as each of its
19 or their past, present and future owners, including officers, directors, employees, partners,
20 members, shareholders and agents, attorneys, insurers, reinsurers, heir, representatives,
21 accountants, auditors, consultants, and any individual or entity which could be jointly liable with
22 Defendant.

23 31. "Request for Exclusion" means a valid and timely written statement submitted by
24 a Class Member requesting to be excluded from the class settlement. To be effective, the Request
25 for Exclusion must contain (a) the Class Member's name, address, telephone number, and the last
26 four digits of the Class Member's Social Security number and/or the Employee ID number and
27 (b) a clear statement requesting to be excluded from the settlement of the Class claims. To be
28 effective, the Request for Exclusion must be post-marked by the Response Deadline and received

1 by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release
2 of claims arising under the PAGA.

3 32. "Response Deadline" means the date sixty (60) calendar days after the Settlement
4 Administrator mails Notice to Class Members and the last date on which Class Members may
5 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In
6 the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be
7 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
8 Requests for Exclusion, written objections, and workweek disputes will be extended fifteen (15)
9 calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator,
10 unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline
11 will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline
12 may also be extended by express agreement between Class Counsel and Defendant. Under no
13 circumstances, however, will the Settlement Administrator have the authority to unilaterally
14 extend the deadline for Class Members to submit a Request for Exclusion or objection to the
15 Settlement.

16 33. "Settlement" means the disposition of the Action pursuant to this Agreement.

17 34. "Settlement Administrator" means Phoenix Class Action Administrators. The
18 Parties each represent that they do not have any financial interest in the Settlement Administrator
19 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
20 interest.

21 35. "Settlement Administration Costs" mean the costs payable from the Gross
22 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
23 but not limited to, translating the Notice, printing, distributing, and tracking documents for this
24 Settlement, calculating/confirming the class member Workweeks from the information contained
25 in the Class List, calculating each Participating Class Member's Individual Settlement Payment,
26 tax reporting, distributing the Gross Settlement Amount, providing necessary reports and
27 declarations, and other duties and responsibilities set forth herein to process this Settlement, and
28 as requested by the Parties. Settlement Administration Costs shall not exceed Twenty Thousand

Dollars (\$20,000.00).

36. “Settlement Class Members” shall mean all Participating Class Members as described in paragraph 60 and the PAGA Members.

37. “Tax Rate Information” shall mean the tax rate currently paid by Defendant for the employer’s share of employment taxes in California.

38. “Workweek” shall mean any calendar week (*i.e.*, a week beginning with Sunday and ending with Saturday), in which a Class Member worked at least one (1) day during the Class Period.

TERMS OF AGREEMENT

39. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the Effective Date, and no later than the first business day after sixty (60) days from the entry of the Order granting Final Approval, and at which time such Order becomes final and is no longer appealable. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Incentive Payment, Class Counsel’s Fees and Costs, the PAGA Penalties, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of Workweeks as set forth below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

40. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount is based on Defendant’s representation that the Class Members worked a total of 23,296 Workweeks during the Class Period. Should the qualifying Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (*i.e.*, exceed more than 25,625 Workweeks), Defendant shall have right at its sole discretion to either (1) reduce the Class Period such that the workweeks do not exceed 25,625, or (2) pay a pro-rata increase in the GSA equal to the percentage increase in workweeks above 25,625. For example, if the workweek count increases by 12%, then Defendant may, at its sole discretion, elect to pay a 2% increase to the

1 GSA. Defendant shall confirm, through the Settlement Administrator, that the number of
2 Workweeks did not increase by more than 10%.

3 41. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days
4 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
5 Individual Settlement Payments; (b) the PAGA Penalties to the LWDA; (c) the Class
6 Representative Incentive Payment; (d) Class Counsel's Fees and Costs; and (e) Settlement
7 Administration Costs.

8 42. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or
9 motion by Class Counsel for attorneys' fees of not more than One Hundred and Ninety Seven
10 Thousand Seven Hundred and Fifty Dollars (\$197,750.00) plus the reimbursement of costs and
11 expenses associated with the litigation and settlement of the Action, in an amount not to exceed
12 Twenty Thousand Dollars (\$20,000.00), both of which will be paid from the Gross Settlement
13 Amount. Any portion of the requested fees or costs that are not awarded to the Class Counsel
14 shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members
15 as provided in this Agreement.

16 43. Class Representative Enhancement Payment: Defendant agrees not to oppose or
17 object to any application or motion by Plaintiff for a Class Representative Enhancement Payment
18 of Seven Thousand Five Hundred Dollars (\$7,500.00) for Plaintiff. The Class Representative
19 Enhancement Payment is in exchange for the General Release of the Plaintiff's individual claims
20 and for her time, effort, and risk in bringing and prosecuting the Action. Any portion of the
21 requested Class Representative Enhancement Payment that is not awarded to the Class
22 Representative shall be reallocated to the Net Settlement Amount and distributed to Participating
23 Class Members as provided in this Agreement.

24 44. Settlement Administration Costs: The Settlement Administrator will be paid for
25 the reasonable costs of administration of the Settlement and distribution of payments from the
26 Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs
27 shall not exceed Nine Thousand Two Hundred and Fifty Dollars (\$9,250.00).

28 45. PAGA Penalties: Fifty Thousand Dollars (\$60,000.00) shall be allocated from the

Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay Seventy-Five Percent (75%) of the PAGA Penalties, or Forty-Five Thousand Dollars (\$45,000.00), to the LWDA. Fifteen Thousand Dollars (\$15,000.00) will be distributed to PAGA Members on a *pro rata* basis based on the total number of Pay Periods worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Penalties regardless of their decision to opt-out of the Class settlement.

46. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	565,000.00
Enhancement Payment:	\$	7,500.00
Class Counsel's Fees:	\$	197,750.00
Class Counsel's Costs:	\$	20,000.00
PAGA Penalties	\$	60,000.00
Settlement Administration Costs:	\$	9,250.00
Estimated Net Settlement Amount	\$	272,500.00

47. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the Twenty-Five Percent (25%) portion of the PAGA Penalties allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating

Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Pay Periods for all PAGA Members by adding the number of Pay Periods worked by each PAGA Member during the PAGA Period. The respective Pay Periods for each PAGA Member will be divided by the total Pay Periods for all PAGA Members, resulting in the Penalties Ratio for each PAGA Member. Each PAGA Member's Penalties Ratio will then be multiplied by the employee portion of the PAGA Penalties to calculate each PAGA Member's estimated share of the PAGA Penalties. PAGA Members shall receive this portion of their Individual Settlement Payment regardless of whether they opt out of the participation regarding the Class claims.

c) Allocation of Individual Settlement Payments: All Individual Settlement Payments will be allocated as follows: Twenty Percent (20%) of each Individual Settlement Payment will be allocated as wages; Forty Percent (40%) shall be allocated as interest; and Forty Percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator.

48. No Credit Toward Benefit Plans: The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

49. Settlement Administration Process: The Parties agree to cooperate in the

administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Penalties each PAGA Member shall receive.
- c) Translate the Notice from English to Spanish.
- d) Print and mail the Notice in English and Spanish.
- e) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- f) Process Requests for Exclusion, field inquiries from Class Members.
- g) Print and issue Settlement Payment Checks, prepare IRS W-2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- h) Provide declarations and/or other information to the Court as requested by the Parties and/or the Court regarding the settlement administration process.
- i) Provide weekly status reports to counsel for the Parties.
- j) Posting a notice of final judgment online at Settlement Administrator's website.

50. Delivery of the Class List and Tax Rate Information: Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List and Tax Rate Information to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fail to comply, Plaintiff shall have the right to void the Agreement.

51. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses

identified in the Class List.

52. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and will then perform a single re-mailing. If any Notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, an Objection, or Workweek dispute to the Settlement.

53. Notice: All Class Members will be mailed a Notice in English and Spanish. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendant during the Settlement Class Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement, or Workweek disputes; (h) the claims to be released, as set forth herein; and (j) the date for the final approval hearing.

54. Disputed Information on Notice: Class Members will have an opportunity to dispute the information provided in their Notice. To the extent Class Members dispute the number

1 of Workweeks with which they have been credited or the amount of their Individual Settlement
2 Payment, Class Members may produce evidence to the Settlement Administrator showing that
3 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's
4 records will be presumed determinative. However, if a Class Member produces evidence to the
5 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
6 Member and the Parties will make the final decision as to the number of eligible Workweeks that
7 should be applied and/or the Individual Settlement Payment to which the Class Member may be
8 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

9 55. Defective Submissions: If a Class Member's Request for Exclusion is defective as
10 to the requirements listed herein, that Class Member will be given an opportunity to cure the
11 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
12 business days of receiving the defective submission to advise the Class Member that his or her
13 submission is defective and that the defect must be cured to render the Request for Exclusion
14 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
15 calendar days from the date of the cure letter, whichever date is later, to postmark a revised
16 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,
17 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
18 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
19 untimely.

20 56. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
21 Class settlement must sign and postmark a written Request for Exclusion to the Settlement
22 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
23 Member's name, address, telephone number, and the last four digits of the Class Member's Social
24 Security number and/or the Employee ID number and (b) a clear statement requesting to be
25 excluded from the settlement of the Class claims. The date of the postmark on the return mailing
26 envelope receipt confirmation will be the exclusive means to determine whether a Request for
27 Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the
28 Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the

1 Requests for Exclusion that were timely submitted. All Class Members who do not request
2 exclusion from the Action will be bound by all terms of the Settlement Agreement if the
3 Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective
4 as to the release of claims arising under the PAGA. The Parties agree that there is no right for a
5 PAGA Member to opt out of our object to the PAGA Settlement.

6 57. Defendant's Right to Rescind: If Ten Percent (10%) or more of the Class Members
7 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
8 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
9 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising
10 this right and must make clear its intent to rescind the Agreement within fourteen (14) calendar
11 days of the expiration of the opt-out period. If Defendant exercises its right to rescind the
12 Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to
13 the date of rescission.

14 58. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
15 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
16 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
17 by all of its terms, including those pertaining to the Released Class Claims, as well as any
18 Judgment that may be entered by the Court if it grants final approval to the Settlement. Class
19 Members who opt-out of the Settlement shall not be bound by such Judgment or release. The
20 names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel
21 for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the Court.

22 59. Objection Procedures: To object to the Settlement, a Participating Class Member
23 must postmark a valid Objection to the Settlement Administrator on or before the Response
24 Deadline. The Objection must be signed by the Participating Class Member and contain all
25 information required by this Settlement Agreement including the employees full name, address,
26 telephone number, the last four digits of their social security number and/or Employee ID number,
27 the name of the case and case number, and the specific reason including any legal grounds for the
28 Participating Class Member's objection. The postmark date will be deemed the exclusive means

1 for determining that the Notice of Objection is timely. Participating Class Members who fail to
2 object in the manner specified above will be foreclosed from making a written objection but shall
3 still have a right to appear at the Final Approval Hearing in order to have their objections heard
4 by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise
5 encourage Participating Class Members to submit written objections to the Settlement or appeal
6 from the Order and Judgment. Class Counsel will not represent any Class Members with respect
7 to any objections to this Settlement.

8 60. Certification Reports Regarding Individual Settlement Payment Calculations: The
9 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
10 which certifies: (a) the number of Class Members who have submitted valid Requests for
11 Exclusion; (b) the number of Notices returned and re-mailed; and (c) whether any Class Member
12 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
13 Administrator will provide to Counsel for both Parties any updated reports regarding the
14 administration of the Settlement Agreement as needed or requested.

15 61. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
16 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
17 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
18 or her Settlement Check or PAGA payment check within one hundred eighty (180) days, the
19 uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of
20 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et*
21 *seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash
22 their checks until such time that they claim their property. The Parties agree that this disposition
23 results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net
24 Settlement Amount will be paid out to Participating Class Members and PAGA Members,
25 whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore,
26 Defendant will not be required to pay any interest on such amounts. The Individual Settlement
27 Payments provided to Participating Class Members and to PAGA Members shall prominently
28 state the expiration date or a statement that the Settlement Check will expire in one hundred eighty

(180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The Parties agree no unclaimed funds will result from the Settlement, and therefore Defendant will not be required to pay any interest on such amounts.

62. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

63. Tax Liability: Defendant makes no representations as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendant's share of any employer payroll taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

64. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this

1 Agreement based upon the recommendation of any other Party or any attorney or advisor to any
2 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
3 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
4 party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects
5 the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
6 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
7 tax structure of any transaction, including any transaction contemplated by this Agreement.

8 65. No Prior Assignments: The Parties and their Counsel represent, covenant, and
9 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
10 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
11 action, cause of action or right herein released and discharged.

12 66. Release by Participating Class Members: Upon the complete funding of the Gross
13 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating
14 Class Members shall fully and finally release and discharge the Released Parties from the
15 Released Class Claims that arose during the Class Period. This release shall be binding on all
16 Participating Class Members.

17 67. Release by the State of California and LWDA: As of the date on which Defendant
18 fully funds the Settlement, Plaintiff, the LWDA, and the State of California release the Released
19 Parties of and from the Released PAGA Claims that could have been asserted under PAGA based
20 on the facts alleged in the PAGA Notice provided to the LWDA and in the operative Complaint.
21 A copy of this Agreement will be provided to the LWDA concurrently with submission of the
22 Preliminary Approval Motion. Eligible PAGA Members will receive their share of the employee
23 portion of the PAGA Penalties and will be deemed to have released any claims arising out of
24 PAGA, regardless of whether they opt-out from the release of their Class claims.

25 68. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross
26 Settlement Amount, Plaintiff Hernandez agrees—on behalf of himself only—to the additional
27 following General Release: In consideration of Defendant's promises and agreements as set forth
28 herein, Plaintiff hereby fully releases the Released Parties from any and all Released Class Claims

1 and Released PAGA Claims and any and all claims whatsoever Plaintiff may have against
2 Released Parties regarding Plaintiff's employment and/or the termination of employment
3 including, but not limited to, any claims for wages, penalties, bonuses, business related expenses,
4 severance pay, vacation pay, employment benefits, stock options, violation of any personnel
5 policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public
6 policy, or damages of any kind whatsoever, arising out of any common law torts, contracts,
7 express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge,
8 any theory of negligence, any theory of retaliation, any legal restriction on any Defendant's right
9 to terminate the employment relationship, or any federal, state, or other governmental statute,
10 executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the
11 fullest extent provided by law. Plaintiff shall be deemed to have, and by operation of the Judgment
12 shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions,
13 rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision
14 under federal or state law that purports to limit the scope of a general release. Plaintiff, for himself,
15 has read Section 1542 of the Civil Code of the State of California, which provides as follows:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
17 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
18 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
19 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
20 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
21 DEBTOR OR RELEASED PARTY.

22 Plaintiff understands that Section 1542 gives the right not to release existing claims of
23 which he is not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been
24 so apprised, Plaintiff nevertheless voluntarily waives his rights described in Section 1542, and
25 elect to assume all risks for claims that now exist in his favor, known or unknown. This release
26 specifically excludes claims for unemployment insurance, disability, social security, and workers
27 compensation (with the exception of claims arising pursuant to California Labor Code Sections
28 132(a) and 4553).

69. Neutral Employment Reference: In the event that any potential or future employers of Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall not refer to the Action or this Settlement. This provision applies only to requests for employment reference directed to Defendant.

70. Nullification of Settlement Agreement: In the event that: (a) the Court does not finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail to approve this Settlement for any reason, the Parties agree that they will return to and attend mediation with a mutually agreed Mediator in an effort to reach a settlement that may be approved by the Court.

71. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only; (b) Preliminary Approval of the proposed Settlement Agreement; and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A. Defendants agree that they will not oppose Plaintiff's Motion for Preliminary Approval except to correct any material misrepresentations or mischaracterizations in Plaintiff's Motion. Class Counsel further agrees that it/she/he will provide all necessary notices to the LWDA of the settlement concurrently with Plaintiff's Motion for Preliminary Approval. Any failure by the Court to fully and completely approve the Agreement as to the Action will result in this Settlement Agreement entered into by the Parties, and all obligations under this Settlement Agreement being nullified and voided.

1 72. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
2 deadlines to postmark Requests for Exclusion, Objections to the Settlement Agreement, or
3 Workweek disputes, and with the Court's permission, a Final Approval/Settlement Fairness
4 Hearing will be conducted to determine the Final Approval of the Settlement Agreement along
5 with the amounts properly payable for: (a) Individual Settlement Payments; (b) the Attorneys'
6 Fees and Costs; (c) the Class Representative Incentive Payment; and (d) the Settlement
7 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to
8 obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement
9 Agreement as to all of the Action, or the entry of any Order by another Court with regard to any
10 of the Action which has the effect of modifying material terms of this Agreement or preventing
11 the full and complete approval of the Settlement Agreement as written and agreed to by the
12 Parties, will result in this Agreement and all obligations under this Agreement being null and
13 void. Defendant agree they shall not oppose the granting of the Motion for Final Approval except
14 to correct any material misrepresentations or mischaracterizations in Plaintiff's Motion.

15 73. Court Approval: If the Court fails to approve this Settlement for any reason, the
16 Parties agree to attend mediation again in an effort and cooperate in good faith to reach a
17 settlement approved by the Court. However, if ultimately after submitting the settlement for
18 approval to the Court as set forth in the Settlement Agreement, any Court declines to enter the
19 preliminary approval order, the final approval order, or judgment in substantially the form
20 submitted by the Parties, or if the Stipulation of Settlement as agreed does not become final
21 because of appellate court action, the terminating Party shall give to the other Party (through
22 its/her/their counsel) written notice of its decision to terminate no later than fourteen (14) calendar
23 days after receiving notice that one of the enumerated events has occurred. Termination shall have
24 the following effects:

25 a. The Settlement Agreement shall be terminated and shall have no force or effect, and
26 no Party shall be bound by any of its terms.

27 b. In the event the Settlement Agreement is terminated, Defendant shall have no
28 obligation to make any payments to any party, Class Member, the State of California,

PAGA Member or attorney.

- c. The preliminary approval order, final approval order and judgment shall be vacated.
- d. The Stipulation of Settlement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.
- e. Except as otherwise discoverable, the Settlement Agreement, nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in this action or any other action for any purpose whatsoever.
- f. Plaintiff shall destroy all documents produced by Defendant pursuant to the Parties' agreement to exchange pre-mediation discovery.

74. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) Settlement administration matters; and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

75. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set forth in any attached Exhibit(s), which are incorporated by this reference as though fully set forth herein. Any Exhibit(s) to this Settlement are an integral part of the Settlement.

76. Entire Agreement: This Settlement Agreement and any attached Exhibit(s) constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

77. Amendment or Modification: Subject to the Court's approval, this Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

78. Binding on Successors and Assigns: This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously

defined.

79. California Law Governs: All terms of this Settlement Agreement and Exhibit(s) hereto will be governed by and interpreted according to the laws of the State of California.

80. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

81. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

82. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

83. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

84. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action

1 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than
2 according to the Settlement's terms.

3 85. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
4 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
5 litigation. In entering into this Agreement, Defendant does not admit, and specifically deny, it has
6 violated any federal, state, or local law; violated any regulations or guidelines promulgated
7 pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached
8 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
9 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
10 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
11 as an admission or concession by Defendant of any such violations or failures to comply with any
12 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
13 Agreement and its terms and provisions shall not be offered or received as evidence in any action
14 or proceeding to establish any liability or admission on the part of Defendant or to establish the
15 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
16 local or other applicable law.

17 86. Captions: The captions and section numbers in this Agreement are inserted for the
18 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
19 provisions of this Agreement.

20 87. Waiver: No waiver of any condition or covenant contained in this Settlement
21 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
22 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
23 right or remedy.

24 88. Dispute About Terms: Should a dispute arise about the terms of this Agreement,
25 such disputes shall be submitted to Kevin Barnes, Esq. for consultation.

26 89. Enforcement Action: In the event that one or more of the Parties institutes any
27 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
28 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or

Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

90. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

91. Representation By Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

92. All Terms Subject to Final Court Approval: All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

93. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain waivers or *Pick-Up Stix* agreements from the Class Members during the Settlement approval process and will work in good faith to reach an agreement approved by the Court. Defendant further agrees that they will not oppose Plaintiff's motion for preliminary approval and/or motion for final approval, so long as the motion for preliminary approval and/or motion for final approval are entirely consistent with the terms of this Settlement Agreement.

94. Confidentiality: Plaintiff and Class Counsel will not make any public disclosure of the Settlement until after the filing of the motion for preliminary approval of the Settlement. Plaintiff and his counsel represent that they have not made any such disclosure. Plaintiff and Class Counsel shall not encourage members of the Settlement Class to opt-out or object, or any PAGA Members to intervene or object. Class Counsel will take all steps necessary to ensure that Plaintiff

94. Confidentiality: Plaintiff and Class Counsel will not make any public disclosure of the Settlement until after the filing of the motion for preliminary approval of the Settlement. Plaintiff and his counsel represent that they have not made any such disclosure. Plaintiff and Class Counsel shall not encourage members of the Settlement Class to opt-out or object, or any PAGA Members to intervene or object. Class Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosure of the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter, Class Counsel and named Plaintiff agrees not to publicize the terms of this Settlement via any medium, including but not limited to, any newspaper, journal, magazine, website, online reporter of settlements, social media, and/or direct mail.

95. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

DATED: 9/19/2024

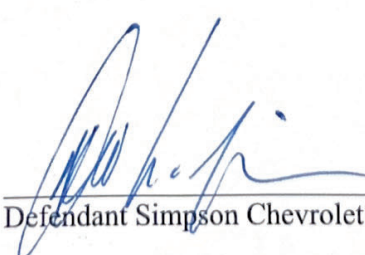
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Plaintiff Cesar Guillen Hernandez

DATED: 9/20/24



Defendant Simpson Chevrolet of Irvine

Name: DAVID A. SIMPSON

Title: PRESIDENT

1 **Approved as to Form:**

2
3 Dated: September 18, 2024

PROTECTION LAW GROUP, LLP

5 By: 

6 Susan Huerta
7 Brendan J. Burton
8 Shadi Sahebghalam
9 *Attorneys for Plaintiff*
10 CESAR GUILLEN HERNANDEZ

11 Dated: September 20 2024

GOE FORSYTHE & HODGES LLP

13 By: 

14 Ronald Scott Hodges
15 Lauren Elizabeth Raya
16 Jeff M. Yostano
17 *Attorneys for Defendant*
18 SIMPSON CHEVROLET OF IRVINE

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EXHIBIT 3

Protection Law Group, LLP

149 Sheldon Street
El Segundo, CA 90245
Telephone: (424) 290 - 3095
Fax: (866) 264 - 7880

INVOICE

Matter

Period: December 2023

Cesar Guillen Hernandez v. Simpson Chevrolet of Irvine - Orange County Superior Court Case No.: 30-2024-01376148-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Amir Nayebdadash	12/1/2023	Preparation for and Discussion with Plaintiff re Employment with Simpson Chevrolet	0.6	\$725.00	\$435.00
Amir Nayebdadash	12/1/2023	Draft Correspondence to Plaintiff re Potential Action	0.4	\$725.00	\$290.00
Amir Nayebdadash	12/4/2023	Investigation of Simpson Chevrolet of Irvine - Business and Industry	3.6	\$725.00	\$2,610.00
Amir Nayebdadash	12/4/2023	Research re Job Postings/Responsibilities	0.7	\$725.00	\$507.50
Heather Davis	12/4/2023	Preparation for and Discussion with Plaintiff re Employment with Simpson Chevrolet	1	\$800.00	\$800.00
Heather Davis	12/4/2023	Investigation of Simpson Chevrolet - Operations	1.7	\$800.00	\$1,360.00
Heather Davis	12/4/2023	Investigation of Simpson Chevrolet - Business Relationships	1.2	\$800.00	\$960.00
Heather Davis	12/4/2023	Investigation of Staffing Services Generally and Common Business Practices	1.4	\$800.00	\$1,120.00
Heather Davis	12/6/2023	Research re Ongoing/Prior Actions Against Defendant	1.6	\$800.00	\$1,280.00
Heather Davis	12/6/2023	Research re Job Postings/Responsibilities to Identify Job Duties and Positions	2.3	\$800.00	\$1,840.00
Heather Davis	12/6/2023	Research re Job Postings/Responsibilities to Identify Job Duties and Positions	2	\$800.00	\$1,600.00
Heather Davis	12/6/2023	Investigation of Organizational Structure	2.2	\$800.00	\$1,760.00
Heather Davis	12/6/2023	Search LWDA Website re PAGA Actions Against Simpson Chevrolet	0.2	\$800.00	\$160.00
Heather Davis	12/7/2023	Investigation re Defendant's Leadership/Management	3.3	\$800.00	\$2,640.00
Amir Nayebdadash	12/7/2023	Review Research re Organizational Structure	0.4	\$725.00	\$290.00
Amir Nayebdadash	12/7/2023	Review Research re Defendant's Leadership/Management	0.6	\$725.00	\$435.00
Heather Davis	12/11/2023	Pre-Lawsuit Legal Research re PAGA Notice	1.6	\$800.00	\$1,280.00
Brendan Burton	12/11/2023	Draft PAGA Notice to LWDA	3.1	\$550.00	\$1,705.00
Heather Davis	12/13/2023	Finalize and File PAGA Notice Submission	2.8	\$800.00	\$2,240.00
Total:			30.7		\$23,312.50

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Period: January 2024

Cesar Guillen Hernandez v. Simpson Chevrolet of Irvine - Orange County Superior Court Case No.: 30-2024-01376148-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Brendan Burton	1/21/2024	Draft Plaintiff's Summons of Simpson Chevrolet	0.8	\$550.00	\$440.00
Brendan Burton	1/21/2024	Draft Plaintiff's Class Action Complaint against Simpson Chevrolet of Irvine	4.9	\$550.00	\$2,695.00
Brendan Burton	1/21/2024	Draft Plaintiff's Civil Case Cover Sheet	0.6	\$550.00	\$330.00
Brendan Burton	1/21/2024	Draft Plaintiff's Notice of Posting Jury Fees	0.4	\$550.00	\$220.00
Heather Davis	1/25/2024	Review and Finalize Plaintiff's Summons of Simpson Chevrolet	0.3	\$800.00	\$240.00
Heather Davis	1/25/2024	Review and Finalize Plaintiff's Class Action Complaint against Simpson Chevrolet of Irvine	1.7	\$800.00	\$1,360.00
Heather Davis	1/25/2024	Review and Finalize Plaintiff's Civil Case Cover Sheet	0.6	\$800.00	\$480.00
Heather Davis	1/25/2024	Review and Finalize Plaintiff's Notice of Posting Jury Fees	0.4	\$800.00	\$320.00
Total:			9.7		\$6,085.00

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Period: February 2024

Cesar Guillen Hernandez v. Simpson Chevrolet of Irvine - Orange County Superior Court Case No.: 30-2024-01376148-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Brendan Burton	2/7/2024	Draft Proof of Service of Summons on Simpson Chevrolet	0.4	\$550.00	\$220.00
Heather Davis	2/7/2024	Review and Finalize Proof of Service of Summons on Simpson Chevrolet	0.2	\$800.00	\$160.00
Brendan Burton	2/20/2024	Draft Plaintiff's Form Interrogatories (Set One) (Simpson Chevrolet)	0.8	\$550.00	\$440.00
Brendan Burton	2/20/2024	Draft Plaintiff's Special Interrogatories (Set One) (Simpson Chevrolet)	1.3	\$550.00	\$715.00
Brendan Burton	2/20/2024	Draft Plaintiff's Request for Production of Documents (Set One) (Simpson Chevrolet)	1.7	\$550.00	\$935.00
Brendan Burton	2/20/2024	Draft Plaintiff's Notice of Deposition of Defendant Simpson Chevrolet's Person Most Knowledgeable	1.1	\$550.00	\$605.00
Brendan Burton	2/21/2024	Draft Plaintiff's Proposed Belaire-West Notice	0.6	\$550.00	\$330.00
Heather Davis	2/21/2024	Review and Finalize Plaintiff's Form Interrogatories (Set One) (Simpson Chevrolet)	0.4	\$800.00	\$320.00
Heather Davis	2/21/2024	Review and Finalize Plaintiff's Special Interrogatories (Set One) (Simpson Chevrolet)	0.8	\$800.00	\$640.00
Heather Davis	2/21/2024	Review and Finalize Plaintiff's Request for Production of Documents (Set One) (Simpson Chevrolet)	0.9	\$800.00	\$720.00

Heather Davis	2/21/2024	Review and Finalize Plaintiff's Notice of Deposition of Defendant Simpson Chevrolet's Person Most Knowledgeable	0.6	\$800.00	\$480.00
Heather Davis	2/21/2024	Review and Finalize Plaintiff's Proposed Belaire-West Notice	0.3	\$800.00	\$240.00
Brendan Burton	2/24/2024	Draft First Amended Complaint adding PAGA against Simpson Chevrolet	3.1	\$550.00	\$1,705.00
Heather Davis	2/25/2024	Review and Finalize First Amended Complaint adding PAGA	1.1	\$800.00	\$880.00
Amir Nayebdadash	2/26/2024	Review Correspondence from Defendant Simpson Chevrolet re First Amended Complaint	0.4	\$800.00	\$320.00
Brendan Burton	2/27/2024	Review and Analyze Court's Case Management Order and Notice of Case Management Conference	0.7	\$550.00	\$385.00
Brendan Burton	2/27/2024	Draft Notice of Entry of Order re: Case Management Order and Case Management Conference	1.1	\$550.00	\$605.00
Heather Davis	2/27/2024	Review and Finalize Notice of Entry of Order	0.4	\$800.00	\$320.00
Total:			15.9		\$10,020.00

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Period: March 2024

Cesar Guillen Hernandez v. Simpson Chevrolet of Irvine - Orange County Superior Court Case No.: 30-2024-01376148-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Heather Davis	3/4/2024	Prepare for and attend telephone call with Defendant's Counsel re: Merits of the case, arbitration agreements, Defendant's business	1.5	\$800.00	\$1,200.00
Brendan Burton	3/7/2024	Draft Joint Stipulation re: Discovery and Mediation	2.1	\$550.00	\$1,155.00
Brendan Burton	3/10/2024	Review various Correspondence from Defendants' Counsel re Joint Report; Draft Correspondence to Defendants' Counsel re Joint Report	1.4	\$550.00	\$770.00
Heather Davis	3/11/2024	Prepare for an attend telephone call with Defendant's Counsel re: Joint Report	0.8	\$800.00	\$640.00
Heather Davis	3/15/2024	Prepare for and attend telephone call with Defendant's Counsel re: mediation, discovery, and proposed stipulation	1.7	\$800.00	\$1,360.00
Heather Davis	3/19/2024	Review Correspondence from Defendants' Counsel re Stipulation to Mediation	0.3	\$800.00	\$240.00
Heather Davis	3/19/2024	Draft memo re conditions for mediation	1.5	\$800.00	\$1,200.00
Amir Nayebdadash	3/21/2024	Draft Correspondence to and Review and Respond to Correspondence from Defendants' Counsel re Stipulation to Mediation	0.8	\$800.00	\$640.00
Heather Davis	3/21/2024	Review Correspondence from Defendants' Counsel re Stipulation to Mediation	0.4	\$800.00	\$320.00

Brendan Burton	3/25/2024	Revise Joint Stipulation re: Discovery and Mediation based on Counsel's discussions	1.8	\$550.00	\$990.00
Brendan Burton	3/29/2024	Draft Correspondence to and Review and Respond to Defendant's Counsel re Mediation Dates	0.3	\$550.00	\$165.00
Heather Davis	3/29/2024	Finalize Stipulation re Discovery and Mediation	1.4	\$800.00	\$1,120.00
Total:			14		\$9,800.00

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Period: April 2024

Cesar Guillen Hernandez v. Simpson Chevrolet of Irvine - Orange County Superior Court Case No.: 30-2024-01376148-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Brendan Burton	4/3/2024	Finalize Stipulation and Order re Discovery and Mediation	0.3	\$650.00	\$195.00
Brendan Burton	4/3/2024	Draft Correspondence to Defendant re: Finalized Stipulation	0.2	\$550.00	\$110.00
Brendan Burton	4/9/2024	Draft Notice of Entry of Order re: Joint Stipulation	1.1	\$550.00	\$605.00
Heather Davis	4/9/2024	Review and Finalize Notice of Entry of Order re: Joint Stipulation	0.7	\$800.00	\$560.00
Brendan Burton	4/9/2024	Draft Correspondence to Defendant re: Notice of Entry	0.2	\$550.00	\$110.00
Brendan Burton	4/29/2024	Draft Correspondence to and Review Correspondence from Defendant re: Mediation Production and Hearings	0.8	\$550.00	\$440.00
Brendan Burton	4/29/2024	Draft Notice of Change of Address and Correspondence to Defendant	1.1	\$550.00	\$605.00
Heather Davis	4/29/2024	Review and Finalize Notice of Change of Address	0.4	\$800.00	\$320.00
Total:			4.8		\$2,945.00

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Period: July 2024

Cesar Guillen Hernandez v. Simpson Chevrolet of Irvine - Orange County Superior Court Case No.: 30-2024-01376148-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Amir Nayebdadash	7/10/2024	Draft Correspondence to and Review Correspondence from Defendants' Counsel re mediation data	0.3	\$800.00	\$240.00
Heather Davis	7/10/2024	Review Correspondence from Defendants' Counsel re mediation data	0.2	\$800.00	\$160.00
Brendan Burton	7/10/2024	Review Correspondence from Defendants' Counsel re mediation data	0.2	\$550.00	\$110.00
Amir Nayebdadash	7/11/2024	Prepare for and attend telephone call with Defendant's Counsel re mediation data	0.8	\$800.00	\$640.00
Amir Nayebdadash	7/11/2024	Draft Correspondence to and Review Correspondence from Defendants' Counsel re Belaire Notice	0.5	\$800.00	\$400.00
Heather Davis	7/11/2024	Review Correspondence from Defendant's Counsel re Belaire Notice	0.5	\$800.00	\$400.00
Jeffrey Jimenez	7/11/2024	Review Correspondence from Defendant's Counsel re Belaire Notice	0.3	\$550.00	\$165.00
Amir Nayebdadash	7/11/2024	Review Correspondence from Defendant's Counsel re Defendant's Confidential Mediation Production	0.5	\$800.00	\$400.00
Heather Davis	7/17/2024	Review Correspondence from Defendants' Counsel re Defendants' Confidential Mediation Production	0.5	\$800.00	\$400.00
Jeffrey Jimenez	7/17/2024	Review Correspondence from Defendants' Counsel re Defendants' Confidential Mediation Production	0.5	\$550.00	\$275.00
Amir Nayebdadash	7/17/2024	Review Correspondence from Defendants' Counsel re Defendants' Confidential Mediation Production	0.2	\$800.00	\$160.00
Heather Davis	7/18/2024	Review Correspondence from Defendants' Counsel re Defendants' Confidential Mediation Production	0.2	\$800.00	\$160.00
Jeffrey Jimenez	7/18/2024	Review Correspondence from Defendants' Counsel re Defendants' Confidential Mediation Production	0.2	\$550.00	\$110.00
Heather Davis	7/22/2024	Review and Analyze Defendant's Updated California Policy re Meal Breaks	1.2	\$800.00	\$960.00

Brendan Burton	7/22/2024	Research and Investigate Case Law re: Defendant's California Meal Break Policy	2.1	\$550.00	\$1,155.00
Heather Davis	7/22/2024	Review and Analyze Defendant's Updated California Policy re Rest Breaks	0.8	\$800.00	\$640.00
Brendan Burton	7/22/2024	Research and Investigate New Case Law re: Rest Breaks	1.2	\$550.00	\$660.00
Heather Davis	7/22/2024	Review and Analyze Defendant's Policy re Recording Work Hours	0.5	\$800.00	\$400.00
Brendan Burton	7/22/2024	Research and Investigate Wage Order re: Recording Work Hours	0.8	\$550.00	\$440.00
Heather Davis	7/22/2024	Review and Analyze Defendant's Policy re Termination of Employment	0.3	\$800.00	\$240.00
Heather Davis	7/24/2024	Review and Analyze Defendant's Policy re Payment of Overtime	0.8	\$800.00	\$640.00
Heather Davis	7/24/2024	Review and Analyze Defendant's Policy re Attendance	0.5	\$800.00	\$400.00
Heather Davis	7/24/2024	Review and Analyze Defendant's Policy re Termination of Employment	0.4	\$800.00	\$320.00
Heather Davis	7/24/2024	Review and Analyze Defendant's Policy re Security	0.3	\$800.00	\$240.00
Heather Davis	7/24/2024	Review and Analyze Defendant's Policy re Pay Cycle	0.3	\$800.00	\$240.00
Heather Davis	7/24/2024	Review Defendant's Policy re Classifications of Employment	0.3	\$800.00	\$240.00
Heather Davis	7/24/2024	Review and Analyze Defendant's Policy re Reimbursements	0.4	\$800.00	\$320.00
Heather Davis	7/24/2024	Review and Analyze Defendant's Policy re Vacation Time	0.3	\$800.00	\$240.00
Amir Nayebdadash	7/24/2024	Review and Analyze Defendant's Updated California Policy re Meal Breaks	1	\$800.00	\$800.00
Amir Nayebdadash	7/24/2024	Review and Analyze Defendant's Updated California Policy re Rest Breaks	0.7	\$800.00	\$560.00
Amir Nayebdadash	7/24/2024	Review and Analyze Defendant's Policy re Recording Work Hours	0.5	\$800.00	\$400.00
Amir Nayebdadash	7/24/2024	Review and Analyze Defendant's Policy re Termination of Employment	0.3	\$800.00	\$240.00
Amir Nayebdadash	7/24/2024	Review and Analyze Defendant's Policy re Payment of Overtime	1	\$800.00	\$800.00
Amir Nayebdadash	7/24/2024	Review and Analyze Defendant's Policy re Attendance	0.4	\$800.00	\$320.00
Amir Nayebdadash	7/24/2024	Review and Analyze Defendant's Policy re Termination of Employment	0.2	\$800.00	\$160.00
Amir Nayebdadash	7/24/2024	Review and Analyze Defendant's Policy re Security	0.2	\$800.00	\$160.00
Amir Nayebdadash	7/24/2024	Review and Analyze Defendant's Policy re Pay Cycle	0.3	\$800.00	\$240.00
Amir Nayebdadash	7/24/2024	Review Defendant's Policy re Classifications of Employment	0.7	\$800.00	\$560.00
Amir Nayebdadash	7/24/2024	Review and Analyze Defendant's Policy re Reimbursements	0.4	\$800.00	\$320.00
Amir Nayebdadash	7/24/2024	Review and Analyze Defendant's Policy re Vacation Time	0.4	\$800.00	\$320.00
Brendan Burton	7/29/2024	Review and Analyze Defendant's Updated California Policy re Meal Breaks	1.3	\$550.00	\$715.00

Brendan Burton	7/29/2024	Review and Analyze Defendant's Updated California Policy re Rest Breaks	1.1	\$550.00	\$605.00
Brendan Burton	7/29/2024	Review and Analyze Defendant's Policy re Recording Work Hours	0.4	\$550.00	\$220.00
Brendan Burton	7/29/2024	Review and Analyze Defendant's Policy re Termination of Employment	0.2	\$550.00	\$110.00
Brendan Burton	7/29/2024	Review and Analyze Defendant's Policy re Payment of Overtime	0.7	\$550.00	\$385.00
Brendan Burton	7/29/2024	Review and Analyze Defendant's Policy re Attendance	0.5	\$550.00	\$275.00
Brendan Burton	7/29/2024	Review and Analyze Defendant's Policy re Termination of Employment	0.4	\$550.00	\$220.00
Brendan Burton	7/29/2024	Review and Analyze Defendant's Policy re Security	0.2	\$550.00	\$110.00
Brendan Burton	7/29/2024	Review and Analyze Defendant's Policy re Pay Cycle	0.3	\$550.00	\$165.00
Brendan Burton	7/29/2024	Review Defendant's Policy re Classifications of Employment	0.4	\$550.00	\$220.00
Brendan Burton	7/29/2024	Review and Analyze Defendant's Policy re Reimbursements	0.5	\$550.00	\$275.00
Brendan Burton	7/29/2024	Review and Analyze Defendant's Policy re Vacation Time	0.4	\$550.00	\$220.00
Amir Nayebdadash	7/30/2024	Prepare for and attend telephone call with Plaintiff's Expert re: Defendant's Mediation Data Production	1.7	\$800.00	\$1,360.00
Heather Davis	7/31/2024	Prepare for and attend telephone call with Defendant's Counsel re: Mediation Data	1.1	\$800.00	\$880.00
Total:			30.4		\$21,395.00

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Cesar Guillen Hernandez v. Simpson Chevrolet of Irvine - Orange County Superior Court Case No.: 30-2024-01376148-CU-OE-CXC

Period: August 2024

Attorney	Date	Activity	Time	Rate	Amount
Brendan Burton	8/5/2024	Draft Correspondence to and review Correspondence from Defendant re: Mediation Production of Wage Data	0.6	\$550.00	\$330.00
Brendan Burton	8/7/2024	Draft Correspondence to Defendant re: Data Points and Calculations	0.5	\$550.00	\$275.00
Heather Davis	8/7/2024	Prepare for and attend telephone call with Defendant re: Wage Data, Data Points, and Calculations	1.2	\$800.00	\$960.00
Brendan Burton	8/7/2024	Review and analyze Supplemental Defendant's Mediation Document and Data Production	2.6	\$550.00	\$1,430.00
Heather Davis	8/9/2024	Prepare for an attend telephone conference with Plaintiff's expert re: Mediation Data Issues	1.3	\$800.00	\$1,040.00
Amir Nayebdadash	8/9/2024	Prepare for an attend telephone conference with Plaintiff's expert re: Mediation Data Issues	1.1	\$800.00	\$880.00
Brendan Burton	8/9/2024	Review and analyze Expert Report re: Supplemental Mediation Damages Analysis	1.8	\$550.00	\$990.00
Heather Davis	8/9/2024	Review and Finalize Supplemental Mediation Damages Analysis	4.8	\$800.00	\$3,840.00
Brendan Burton	8/11/2024	Review and analyze Defendant's redlines to Belaire-West Notice pursuant to Parties' Joint Stipulation	0.4	\$550.00	\$220.00
Heather Davis	8/11/2024	Review and Finalize Belaire-West Notice	0.2	\$800.00	\$160.00

Heather Davis	8/11/2024	Draft Correspondence to and review Correspondence from Administrator re: Belaire-West Notice Procedure	1.1	\$800.00	\$880.00
Heather Davis	8/14/2024	Draft Correspondence to and review Correspondence from Mediator's Office	0.5	\$800.00	\$400.00
Heather Davis	8/15/2024	Discussions re Policy Review and Mediation Strategy	1.5	\$800.00	\$1,200.00
Amir Nayebdadash	8/15/2024	Discussions re Policy Review and Mediation Strategy	1.5	\$800.00	\$1,200.00
Brendan Burton	8/15/2024	Discussions re Policy Review and Mediation Strategy	1.5	\$550.00	\$825.00
Brendan Burton	8/15/2024	Research re Defendant's competitors and practices	4	\$550.00	\$2,200.00
Brendan Burton	8/15/2024	Prepare memorandum re competitor's practices	3	\$550.00	\$1,650.00
Heather Davis	8/15/2024	Investigate Potential Witnesses/Aggrieved Employees	2	\$800.00	\$1,600.00
Heather Davis	8/15/2024	Research Case Law re Mediation Brief	4.2	\$800.00	\$3,360.00
Heather Davis	8/15/2024	Preparation for and Discussion with Plaintiff re Mediation and Defendant's Practices	1.5	\$800.00	\$1,200.00
Heather Davis	8/15/2024	Analysis re Competitors Practices v. Defendants	3	\$800.00	\$2,400.00
Brendan Burton	8/15/2024	Research Case Law re Mediation Brief	1.8	\$550.00	\$990.00
Brendan Burton	8/15/2024	Draft Mediation Brief	6.8	\$550.00	\$3,740.00
Heather Davis	8/15/2024	Review and Revise Mediation Brief	2.2	\$800.00	\$1,760.00
Heather Davis	8/15/2024	Further Draft Mediation Brief	3	\$800.00	\$2,400.00
Amir Nayebdadash	8/15/2024	Review Sample Pay Data	1.2	\$800.00	\$960.00
Amir Nayebdadash	8/15/2024	Review Sample Time Data	1.5	\$800.00	\$1,200.00
Amir Nayebdadash	8/15/2024	Finalize Damages Analysis	2	\$800.00	\$1,600.00
Brendan Burton	8/16/2024	Review Exhibits to Mediation Brief	2.4	\$550.00	\$1,320.00
Amir Nayebdadash	8/19/2024	Review and Finalize Mediation Brief	1.2	\$800.00	\$960.00
Brendan Burton	8/19/2024	Compile Exhibits re Mediation Brief	1.5	\$550.00	\$825.00
Heather Davis	8/19/2024	Preparation for and Discussion with Plaintiff re Defendant's Practices	0.5	\$800.00	\$400.00
Heather Davis	8/19/2024	Further Investigation re Potential Witnesses/Aggrieved Employees	1	\$800.00	\$800.00
Heather Davis	8/19/2024	Review Sample Pay Data	1.6	\$800.00	\$1,280.00
Heather Davis	8/19/2024	Review Sample Time Data	2.1	\$800.00	\$1,680.00
Heather Davis	8/19/2024	Review Expert Analysis of Time/Payroll Data	2.4	\$800.00	\$1,920.00
Heather Davis	8/19/2024	Prepare Damages Analysis re Potential PAGA Penalties	4.1	\$800.00	\$3,280.00
Amir Nayebdadash	8/19/2024	Preparation for and Discussion with Plaintiff re Mediation	0.6	\$800.00	\$480.00

Amir Nayebdadash	8/19/2024	Draft Correspondence to and Review and Respond to Correspondence from Defendants' Counsel re Defendants' Confidential Mediation Production and Plaintiff's Mediation Brief	0.1	\$800.00	\$80.00
Amir Nayebdadash	8/21/2024	Prepare for and attend Mediation	10	\$800.00	\$8,000.00
Brendan Burton	8/21/2024	Prepare for and attend Mediation	10	\$550.00	\$5,500.00
Brendan Burton		Draft Long Form Settlement Agreement re Settlement	6.5	\$550.00	\$3,575.00
Heather Davis		Review and Revise Long Form Settlement Agreement	2.1	\$800.00	\$1,680.00
Heather Davis		Draft Correspondence to Defendant re foregoing MOU and discussing long form settlement agreement	0.8	\$800.00	\$640.00
Amir Nayebdadash		Review Correspondence from Defendant's Counsel re MOU foregoing MOU and discussing long form settlement agreement	0.4	\$800.00	\$320.00
Total:			104.1		\$72,430.00

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Period: September 2024

Cesar Guillen Hernandez v. Simpson Chevrolet of Irvine - Orange County Superior Court Case No.: 30-2024-01376148-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Brendan Burton	9/12/2024	Draft Long Form Settlement Agreement re Settlement	6.5	\$550.00	\$3,575.00
Heather Davis	9/18/2024	Review and Revise Long Form Settlement Agreement	2.1	\$800.00	\$1,680.00
Heather Davis	9/18/2024	Draft Correspondence to Defendant re foregoing MOU and discussing long form settlement agreement	0.8	\$800.00	\$640.00
Amir Nayebdadash	9/18/2024	Review Correspondence from Defendant's Counsel re MOU foregoing MOU and discussing long form settlement agreement	0.4	\$800.00	\$320.00
Brendan Burton	9/24/2024	Draft Joint Case Management Statement	1.1	\$550.00	\$605.00
Heather Davis	9/25/2024	Review and Finalize Joint Case Management Statement	0.4	\$800.00	\$320.00
Heather Davis	9/25/2024	Draft Correspondence to Defendant re Joint Case Management Statement	0.3	\$800.00	\$240.00
Brendan Burton	9/26/2024	Prepare for and attend telephonic conference re Case Management Conference and Preliminary Approval	0.8	\$550.00	\$440.00
Total:			12.4		\$7,820.00

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Cesar Guillen Hernandez v. Simpson Chevrolet of Irvine - Orange County Superior Court Case No.: 30-2024-01376148-CU-OE-CXC

Period: October 2024

Attorney	Date	Activity	Time	Rate	Amount
Brendan Burton	10/1/2024	Review and Analyze Minute Order Continuing Case Management Conference	0.2	\$550.00	\$110.00
Total:			0.2		\$110.00

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Cesar Guillen Hernandez v. Simpson Chevrolet of Irvine - Orange County Superior Court Case No.: 30-2024-01376148-CU-OE-CXC

Period: November 2024

Attorney	Date	Activity	Time	Rate	Amount
Brendan Burton	11/8/2024	Research Case Law re Motion for Preliminary Approval of Class Action and PAGA Settlement	2.5	\$800.00	\$2,000.00
Brendan Burton	11/13/2024	Draft Declaration of Heather Davis ISO Motion for Class Action and PAGA Approval	4	\$800.00	\$3,200.00
Brendan Burton	11/13/2024	Draft Declaration of Plaintiff Cesar Guillen Hernandez for Class Action and PAGA Approval	1.5	\$550.00	\$825.00
Brendan Burton	11/13/2024	Draft Motion re Class Action and PAGA Approval	5.5	\$325.00	\$1,787.50
Heather Davis	11/13/2024	Review and Revise Motion for Approval of Class Action and PAGA Settlement	3	\$725.00	\$2,175.00
Brendan Burton	11/13/2024	Draft Proposed Order	0.5	\$325.00	\$162.50
Heather Davis	11/17/2024	Review and Revise Motion for Approval of PAGA Settlement	3.5	\$800.00	\$2,800.00
Brendan Burton	11/17/2024	Preparation for and Discussion with Plaintiff re Settlement Agreement and Declaration	1	\$700.00	\$700.00
Heather Davis	11/17/2024	Review and Finalize Declaration of Heather Davis	2	\$800.00	\$1,600.00
Heather Davis	11/17/2024	Review and Finalize Motion for Preliminary Approval of Class Action PAGA Approval	2.5	\$800.00	\$2,000.00
Heather Davis	11/17/2024	Review and Finalize Proposed Order/Judgment	0.5	\$800.00	\$400.00
Total:			26.5		\$17,650.00

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Matter Period: December 2024
Cesar Guillen Hernandez v. Simpson Chevrolet of Irvine - Orange County Superior Court Case No.: 30-2024-01376148-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Brendan Burton	12/20/2024	Review and analyze Court's Minute Order requesting Supplemental Briefing re: MPA	1.1	\$550.00	\$605.00
Brendan Burton	12/20/2024	Prepare for and attend Motion for Preliminary Approval	2	\$550.00	\$1,100.00
Total:			3.1		\$1,705.00

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Matter
Cesar Guillen Hernandez v. Simpson Chevrolet of Irvine - Orange County Superior Court Case No.: 30-2024-01376148-CU-OE-CXC

Period: January 2025

Attorney	Date	Activity	Time	Rate	Amount
Brendan Burton	1/2/2025	Draft and review Supplemental Declaration of Heather Davis in Support of MPA	1.1	\$550.00	\$605.00
Heather Davis	1/2/2025	Review and Finalize Supplemental Declaration of Heather Davis re MPA	0.7	\$800.00	\$560.00
Brendan Burton	1/2/2025	Review and analyze Court's tentative ruling Granting MPA and scheduling MFA Hearing	2	\$550.00	\$1,100.00
Brendan Burton	1/30/2025	Draft and review Amended Proposed Order Granting MPA	1.1	\$550.00	\$605.00
Heather Davis	1/30/2025	Review and Finalize Amended Proposed Order Granting MPA	0.4	\$800.00	\$320.00
Total:			5.3		\$3,190.00

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Matter Cesar Guillen Hernandez v. Simpson Chevrolet of Irvine - Orange County Superior Court Case No.: 30-2024-01376148-CU-OE-CXC **Period: May 2025**

Attorney	Date	Activity	Time	Rate	Amount
Heather Davis	5/26/2025	Research Case Law re Motion for Final Approval of Class Action and PAGA Settlement	1.5	\$800.00	\$1,200.00
Brendan Burton	5/26/2025	Draft Declaration of Heather Davis ISO Motion for Final Class Action and PAGA Approval	3	\$800.00	\$2,400.00
Brendan Burton	5/26/2025	Draft Motion re Final Class Action and PAGA Approval	5.5	\$325.00	\$1,787.50
Heather Davis	5/28/2025	Review and Revise Motion for Final Approval of Class Action and PAGA Settlement	3	\$725.00	\$2,175.00
Brendan Burton	5/28/2025	Draft Proposed Order re MFA	0.5	\$325.00	\$162.50
Heather Davis	5/28/2025	Review and Revise Motion for Final Approval of Class Action and PAGA Settlement	3.5	\$800.00	\$2,800.00
Heather Davis	5/29/2025	Review and Finalize Declaration of Heather Davis	2	\$800.00	\$1,600.00
Heather Davis	5/29/2025	Review and Finalize Motion for Preliminary Approval of Class Action PAGA Approval	2.5	\$800.00	\$2,000.00
Heather Davis	5/30/2025	Review and Finalize Proposed Order/Judgment	0.5	\$800.00	\$400.00
Total:			22		\$14,525.00

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EXHIBIT 4

Cesar Guillen Hernandez v. Simpson Chevrolet of Irvine
Orange County Superior Court Case No. 30-2024-01376148-CU-OE-CXC

PROTECTION LAW GROUP LLP - EXPENSE REPORT

Date	Memo	Debit
December 2023 - November 2024	PAGA Filings and Attorney Service Fees	\$ 162.74
July 2024	Mediation Fees and Expenses - Kevin Barnes, Esq.	\$ 7,500.00
July 2024	Expert Fees - Codici Consulting	\$ 2,750.00
September 2022 to January 2025	Orange County Superior Court Filings and Documents	\$ 2,686.71
May 2025 - May 2026	Estimated Future Costs (filing of Motion for Final Approval, and filing and service of Notice of Entry of Judgment, filing Declaration re Settlement Distribution)	\$ 500.00
TOTAL CURRENT COSTS		\$ 13,099.45
TOTAL COSTS (CURRENT + FUTURE COSTS)		\$ 13,599.45