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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 CESAR
GUILLEN HERNANDEZ IN SUPPORT
OF MOTION FOR APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Date: December 20, 2024
Hearing Time: 9:00 A.M.
Dept: CX-101

Reservation No.: 74428864

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

DECLARATION OF CESAR GUILLEN HERNANDEZ

I, Cesar Guillen Hernandez, declare as follows:

1. I am the Plaintiff in this action. I have personal knowledge of the following. If called as a witness, based on my personal knowledge as well as my review of relevant documents in this matter, I could and would competently testify thereto.

2. I am over 18 years of age and a resident of California. I am the class representative in Hernandez v. Simpson Chevrolet of Irvine, Orange County Superior Court Case No. 30-2024-01376148-CU-OE-CXC (the "Action"). I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

3. I worked for 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 ("Defendant") from approximately February 2018 to June 2023. During my employment I worked as a Sales Porter and Service Porter. I was classified as a non-exempt employee and was paid an hourly rate for the work I performed.

4. In or about November 2023 I decided to seek legal advice about my experiences while working for Defendant and about pursuing my grievances against it.

5. After speaking with my attorneys, I agreed to serve as a class representative in this Action. I was aware that becoming a class representative could involve additional work including searching for documents, my deposition being taken, and that I might have to take time off to participate in the case. I still agreed to serve as a class representative in order to help others recover these wages and penalties.

6. After agreeing to serve as a class representative I spoke with my attorneys extensively. I discussed issues regarding Defendant's policies, practices, and procedures, and generally my employment with Defendant.

7. At my counsel's request, I searched for documents I might have related to this case. I sent these documents to my attorneys in order to help with the prosecution of the case.

8. I wanted to do whatever I could to make sure Defendant paid me and other employees what I believe was owed to us for all the hours we worked and for what I believe were non-compliant meal and rest breaks. I believed that this lawsuit could help not only myself but others who I believe had similar difficulties working for Defendant.

9. As the case moved forward, I provided substantial information regarding Defendant's policies, practices, and procedures. I had several additional phone calls with my attorneys throughout the case and attempted to respond promptly whenever counsel contacted me or needed additional information. I spoke with my attorneys for many hours including extensively before mediation and attempted to provide any help I could with the case. I proactively monitored the status of the case and reached out to my counsel regarding ongoing developments.

10. When the case settled, I reviewed the Settlement Agreement and discussed its terms with my attorneys. When I had additional questions about the settlement, I contacted my attorneys and reviewed the provisions of the Agreement where I was unclear.

11. I kept in contact with my attorneys throughout the settlement process and provided additional information when Class Counsel reached out to me.

12. I believe I took on a substantial risk in agreeing to serve as the class representative despite being made aware that there was no certainty regarding the outcome of the case or how long it would take to recover the wages owed to myself and the other class members.

13. I fully understand the substantial risk I faced in serving as a class representative and that doing so could make the case more complex. However, I did so to ensure that not only myself but others would be able to receive what they were owed.

14. Since joining this lawsuit, I have considered the interests of the Class Members just as I would consider my own interests. I understand and have understood throughout the lawsuit that I must put the interests of the Class Members before my own interests. Although I was concerned and afraid about being the representative in this public lawsuit, I decided to put my own interests aside and bring a lawsuit that would be beneficial not just for myself, but for all

employees. I have not yet suffered any adverse consequences as a result of this lawsuit, but neither have I received any benefit for representing the class or for the help I provided my attorneys.

15. Furthermore, as part of the Settlement, I have agreed to a much broader individual release than that agreed to by the rest of the Class.

16. I believe that I have done everything that my attorneys have asked of me and have tried to the best of my ability to represent the class. I think my efforts as a class representative helped to achieve the result obtained in this case.

17. Accordingly, I respectfully request that the Court award me a service award in the amount of \$7,500.00 for my active participation in this case, the risks I took in order to recover on behalf of not just myself but others, and the general release I have entered on my own behalf.

18. I am not related to anyone associated with Protection Law Group, LLP. I have been explained and understand that Protection Law Group, LLP is my counsel of record.

19. I have not entered into any undisclosed settlement agreements, nor have I received any undisclosed compensation in this case. The only compensation I will receive is whatever amount the Court awards as an enhancement payment, as well as my share of the settlement fund as a class member.

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

Executed on 11/18/2024 .

DocuSigned by:

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Cesar Guillen Hernandez