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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

FIDEL ANTONIO MUNOZ,
DOUGLASS OLMSTED, and ANDREW
DAT, on behalf of themselves and all
others similarly situated and in their
capacities as private attorneys general,

Plaintiffs,

v.

MERCURY INSURANCE SERVICES,
LLC, a California limited liability
company; and DOES 1 through 50,
Inclusive,

Defendant.

Case No.: 24STCV08298

Assigned for All Purposes to:
Hon. Carolyn B. Kuhl, Dept. 12

**DECLARATION OF FIDEL ANTONIO
MUNOZ IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

Date: February 5, 2025
Time: 10:30 a.m.
Dept.: 12

Complaint Filed: March 29, 2024
Trial Date: None Set

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1 I, Fidel Antonio Munoz, declare as follows:

2 1. I am one of the Named Plaintiffs in this action. I have personal knowledge of the
3 facts in this declaration and, if asked, I would testify to these facts under oath in court.

4 2. I worked for Defendant Mercury Insurance Services, LLC (“Defendant” or
5 “Mercury”) from approximately September 2006 until April 2023 as a Senior Auto Appraiser
6 primarily in Los Angeles County.

7 3. Because I thought the practices at Mercury may not be lawful, I decided to seek
8 legal advice about my work experiences and about filing a lawsuit to obtain relief for my
9 grievances. I contacted James Hawkins APLC and spoke with their attorneys. After speaking with
10 the attorneys, I also investigated class and representative action lawsuits on my own. Thereafter, I
11 further consulted with the attorneys at James Hawkins APLC about my situation, class actions,
12 representative action lawsuits under the Private Attorneys General Act (“PAGA”), and what it
13 meant to bring a class and PAGA action so that I understood what I was considering doing. After
14 meeting with my attorneys about these issues, I decided to proceed with a lawsuit against my
15 former employer. At the time, I also agreed to represent all other similarly situated non-exempt
16 employees who worked for Defendant in California, and to obtain relief for the entire class.

17 4. When I agreed to represent the class, I understood it was my duty to be readily
18 available and to participate actively in the case. I knew that I needed to keep aware of the status
19 and progress of the lawsuit, and assist my attorneys in litigating the case on behalf of the Class.
20 At all times, I worked to fulfill these duties on behalf of the Class.

21 5. I also understood the risks I could face due to my involvement as a named
22 plaintiff. I understood that I could be held responsible for the payment of Defendant’s court-
23 awarded litigation costs and potentially attorneys’ fees if I did not prevail in the litigation.
24 Therefore, I realized that I was taking a significant amount of risk in filing the class action
25 lawsuit.

26 6. I knew that my name could easily be located on a search of court records and that
27 any prospective employer may find out that I had sued my former employer. This poses a risk to
28 my future employment prospects. My name would also be displayed prominently on the notice

1 which will be provided to the class members, which risks my privacy.

2 7. Even though I knew I was taking these risks, I knew I had to do what I believed
3 was right and pursue claims on behalf of other employees to vindicate our rights and attempt to
4 recover the wages I believed were owed to us.

5 8. My attorneys prepared and forwarded me a copy of the complaint and amended
6 complaints in this case that would be filed on my behalf. I thoroughly reviewed the complaint
7 and discussed the contents of the complaints with my attorneys.

8 9. My attorneys prepared and forwarded me a copy of a notice to be sent to the Labor
9 and Workforce Development Agency (“LWDA”) on my behalf, setting forth claims that I raised
10 relating to my employment with Mercury.

11 10. I spent a substantial amount of time and effort pursuing my claims and the claims
12 of the Class Members from the time I retained my attorneys to this date.

13 11. During this pendency of this Action, I have spent hours on telephone calls
14 discussing the facts of my case with the attorneys of James Hawkins APLC and their staff,
15 including discussing my job duties and responsibilities at Mercury, the hours and days I worked,
16 and the policies and procedures in place during my employment at Mercury. I have also worked
17 to identify witnesses and assist my attorneys in moving this case forward.

18 12. I also spent hours searching for any documents related to my employment with
19 Defendant and sending them to my attorneys, which included wage statements, personnel
20 documents, emails, and separation paperwork. I spent several hours on telephone calls discussing
21 the documents I provided to my attorneys. I have also reviewed numerous documents produced
22 during the information exchange process in this case to assist my attorneys in prosecuting this
23 case and ultimately preparing for mediation. I assisted my attorneys in preparing for mediation
24 and remained available during the mediation to address any questions or issues that arose from
25 my attorneys during the mediation. I also remained updated on the follow up negotiations. In
26 total, I estimate that I have dedicated approximately 40-50 hours to this lawsuit.

27 13. My attorneys provided me with a copy of the proposed Class Action and PAGA
28 Settlement Agreement (“Settlement”), which I reviewed carefully before signing. I discussed the

1 terms and any questions I had with my counsel. As a term of the settlement, I have agreed to give
2 a broad release of all claims that I had or might have against Defendant arising from my
3 employment. I understand that no other Class Member is required to give such a release, but I
4 understand this is sometimes asked of class representatives.

5 14. It is my opinion that the proposed settlement in this case is fair, adequate and
6 reasonable.

7 15. I understand that approximately 3,750 current and former employees of Defendant
8 will receive payments they would not otherwise have recovered but for the initiation of the case.

9 16. I do not have any conflicting interests with the Class Members, and I have always
10 considered the interests of the class just as I would consider my own interest and placed the
11 interests of the class above my own since I started the case. In addition, I believe I have put
12 myself at risk by pursuing this lawsuit on behalf of myself and other current and former
13 employees of Defendant, and I understand that my participation in this lawsuit could inhabit my
14 ability to seek gainful employment in the future.

15 17. I do not have any interest, financial or otherwise, in Inclusion Matters by Shane's
16 Inspiration, which is the proposed cy pres recipient.

17 18. I am requesting the Court preliminarily approve a \$10,000 Class Representative
18 Service Payment for myself. This is less than 0.36% of the total settlement amount of \$2,800,000.
19 Together with the other Named Plaintiffs, the total amount of the service payments (\$30,000) will
20 be only 1.07% of the total settlement amount. I agreed to a broad release of all claims against
21 Defendant arising from my employment that other Class Members did not have to give. In
22 addition, I believe that the services that I provided to the Class to achieve this Settlement justify
23 the award. I believe this amount is reasonable considering the amount of work and time I spent
24 with my attorneys to achieve this excellent settlement. The time and service I provided to the
25 Class resulted in the parties agreeing to settlement the case and a positive outcome for the entire
26 Class, who will receive a share of the settlement funds in this case.

27 19. I further believe the amount of the Class Representative Service Payment is very
28 reasonable considering the financial and professional risks I took by bringing a class action

lawsuit against my former employer, including the risks of paying court-awarded litigation costs to Defendant, negative exposure to future employers, and loss of privacy.

20. As I have been since the beginning of this Action, I am committed to this case and intend to continue to participate as needed until the conclusion of this matter for the benefit of the Class.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 13, 2024 in Los Angeles, California.

Fidel Munoz
Fidel Munoz (Nov 14, 2024 18:35 PST)
Fidel Antonio Munoz