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Attorneys for Plaintiff TEVIN BRANDT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

TEVIN BRANDT, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

MOTOR CITY SALES & SERVICE, a
California corporation; MCLB, INC., a
California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. BCV-22-102078

**DECLARATION OF TEVIN BRANDT IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: March 5, 2024

Time: 8:30 a.m.

Judge: Hon. Bernard C. Barrman, Jr.

Dept.: H

1 I, TEVIN BRANDT, declare as follows:

2 1. I am over the age of eighteen, a California resident, Plaintiff and Proposed Class
3 Representative in the above-entitled matter. I submit this declaration in support of Plaintiff's Motion
4 for Final Approval of Class Action and PAGA Settlement and in support of Motion for Attorneys' Fees,
5 Attorneys' Expenses, and Service Award. I have personal knowledge of all the facts stated herein. I
6 could and would competently testify under oath to these facts in court if requested to do so.

7 2. I retained Class Counsel in April of 2022 and filed the lawsuit in August of 2022. I filed
8 the case on behalf of myself and a class of all current and former non-exempt employees for Defendants
9 employed in California at any time during the period between June 7, 2021 and April 27, 2023.

10 3. I work for Defendants as a non-exempt employee, paid on an hourly basis, and entitled to
11 legally mandated meal and rest periods, minimum wages, and overtime compensation, in Kern County,
12 from April of 2021 until November of 2021.

13 4. I filed the case because I believed my rights as an employee were violated by Defendants
14 and also the rights of other employees that worked for Defendants. Among other claims, I believe
15 Defendants failed to pay for all time worked, failed to provide compliant meal and rest periods, failed
16 to reimburse for mandatory business expenses, failed to furnish accurate itemized wage statements, and
17 failed to pay all wages upon separation.

18 5. Before I initiated the case as a plaintiff and Class Representative, I spoke at length with
19 my attorneys. We discussed my work experience and how company policies were applied to me and
20 other employees. I provided the attorneys with documents they requested. We reviewed the documents
21 together and asked and answered many questions regarding my experience working for Defendants, the
22 litigation process, and about class actions generally.

23 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
24 and as proposed a Class Representative. I understood that pursuing this action as a class action rather
25 than merely seeking my individual claims substantially increased the risk to me. Those risks included
26 the possibility of being held liable for Defendants' attorneys' fees and costs in a complex class action if
27 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by
28 the attorneys and the Court because I needed to prove that I was an adequate class representative.

1 Further, I understood that I would lose some autonomy over my individual claims that I could not make
2 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
3 of the Settlement Class in mind.

4 7. I also understood that pursuing this litigation created a very public record of my grievances
5 with Defendants which produced the risk that a future employer could hold it against me that I sued a
6 former employer.

7 8. I also knew that I was making a sacrifice in that I could have pursued my claims only on
8 an individual basis, likely obtaining a recovery greater than the portion of the class settlement I stand to
9 receive from this settlement. My attorneys explained to me that the net settlement value of my individual
10 claims may be greater than my ultimate recovery from the net class settlement amount.

11 9. Notwithstanding these risks and sacrifices, I decided to go through with the case because
12 I believed violations occurred and most employees would not know what their rights are and even if
13 they did, they would be apprehensive to file a lawsuit against their employer for fear of retaliation.

14 10. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed status
15 updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the phone,
16 because I wanted to keep up with developments in the case which I understood was one of my duties as
17 a class representative.

18 11. **Review and Approval of Settlement:** A mediation was held April 27, 2023. Even though
19 I could not attend, I was available by telephone to speak with my attorneys and did speak with them
20 regarding the mediation before it took place, as well as during the mediation itself. I also spoke with
21 my attorneys after the mediation and discussed the mediator's proposal which was ultimately accepted.
22 I was very satisfied with the terms of the settlement that was agreed to by the parties. I reviewed and
23 signed the Memorandum of Understanding on May 15, 2023, and when the settlement papers were
24 ready, I again spoke with my attorneys and reviewed the settlement agreement which I signed on June
25 19, 2023.

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1 12. **Broad General Release:** I understand that the Service Award is intended, in part, to
2 compensate me for my release of the Released Class Claims. Additionally, unlike the other Class
3 Members, I also granted Defendants a broad general release and waiver of claims pursuant to California
4 Civil Code section 1542 and released Defendants from all claims whether known or unknown, under
5 federal law or state law. Plaintiff's Release does not extend to any claims or actions to enforce this
6 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
7 security benefits, or workers' compensation benefits that arose at any time, or based on occurrences after
8 the end of the Class Period.

9 13. **Participation:** Since I retained Class Counsel approximately twenty-two months ago, I
10 have been actively involved with this class action lawsuit performing the duties described above. While
11 I did not keep formal time records, I was in regular contact with my attorneys, attended hearings,
12 reviewed important court filings, and spent considerable time on the issues presented during the
13 litigation and in the settlement process. I estimate that I spent approximately 20-25 hours working on
14 this case.

15 14. Also, my attorneys explained to me that the settlement process involved a two-step review
16 by the Court to determine whether the settlement was fair before ordering that the settlement be funded
17 and paid. I knew this process also involved notifying all class members of the settlement terms and of
18 their rights to make a claim for their settlement share, to opt out of the settlement or to object to the
19 settlement.

20 15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
21 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe
22 that the requested Service Award in the amount of \$10,000 from the settlement is fair compensation for
23 the (1) the broad general release I executed, (2) the work I performed, (3) the sacrifices made not
24 pursuing this case individually, and (4) the risks I undertook.

25 16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
26 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendants'
27 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
28 for \$10,000 as a service award is fair and reasonable.

17. Further, I support my attorneys' application for an award of Attorneys' Fees, Attorneys' Expenses in the amount of \$255,000.00, comprised of \$225,000 for Attorneys' Fees (one-third of the Gross Settlement Amount) and up to \$30,000 for reimbursement of actually incurred litigation expenses.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 02/07/2024, at Santa Maria, California.

By: 
Tevin Brandt (Feb 7, 2024 16:53 PST)

TEVIN BRANDT