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Attorneys for PLAINTIFF GUSTAVO ADAME

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

GUSTAVO ADAME, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

HUSTEAD'S COLLISION CENTER, INC., a
California Corporation; and DOES 1 through
50, Inclusive,

Defendant.

Case No. 22CV018744

**DECLARATION OF GUSTAVO ADAME IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: February 6, 2025
Time: 10:00 a.m.

Judge: Hon. Michael Markman
Dept.: 23

1 I, GUSTAVO ADAME, declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am the named Plaintiff in the above
4 wage and hour class action filed against Defendant HUSTEAD'S COLLISION CENTER, INC.
5 (hereinafter "Defendant").

6 2. This declaration is being submitted in support of Plaintiff's Motion for Final Approval of
7 Class Action and PAGA Settlement.

8 3. I filed the lawsuit in September of 2022. I filed the case on behalf of myself and a class
9 of current and former non-exempt California employees employed by Defendant.

10 4. I worked for Defendant as a non-exempt employee in California from 2014 through May
11 of 2020.

12 5. I filed the case because I believed my rights as an employee were violated by Defendant
13 and also the rights of other employees that worked for Defendant. Among other claims, I believe
14 Defendant failed to pay me for all time worked, failed to provide compliant meal and rest periods, failed
15 to reimburse all necessary business expenses, failed to furnish accurate itemized wage statements, and
16 failed to pay all wages when due.

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

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

1 individual claims that I could not make decisions for my sole benefit and that I needed to make every
2 litigation decision with the best interests of the Settlement Class in mind.

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

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

11 10. 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 11. During the lawsuit I communicated on a regular basis with my attorneys. I reviewed
15 status updates from my attorneys and court filings on a regular basis, and spoke to my attorneys on the
16 phone, because I wanted to keep up with developments in the case which I understood was one of my
17 duties as a class representative.

18 12. **Review and Approval of Settlement:** A mediation was held on October 24, 2023. Even
19 though I could not attend, I was available by telephone to speak with my attorneys and did speak with
20 them regarding the mediation before it took place. I also spoke with my attorneys after the mediation
21 and discussed the proposed settlement. I was very satisfied with the terms of the settlement that was
22 agreed to by the Parties. When the settlement papers were ready, I again spoke with my attorneys and
23 reviewed the settlement agreement which I signed on May 13, 2024. I again signed the amended
24 settlement agreement on July 30, 2024.

25 13. **Participation:** Since I retained Class Counsel nearly two and a half years ago, I have
26 been actively involved with this class action lawsuit performing the duties described above. While I
27 did not keep formal time records, I was in regular contact with my attorneys, reviewed important court
28

1 filings, and spent considerable time on the issues presented during the litigation and in the settlement
2 process. I estimate that I spent approximately 20 - 25 hours working on this case.

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

8 15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
9 now stand to receive substantial monetary payments as a result of this case and settlement. I also
10 believe that the requested Service Award in the amount of \$5,000.00 from the settlement is fair
11 compensation for the (1) the work I performed, (2) the sacrifices made not pursuing these claims
12 individually, and (3) the risks I undertook.

13 16. In light of all the time and effort I have spent on this case, the sacrifice I have made, the
14 risks I undertook by suing a former employer, the exposure to being responsible for paying Defendant's
15 costs in the event we did not win the case, and in light of the size of the settlement, I believe the request
16 for \$5,000.00 as a service award is fair and reasonable.

17 17. Further, I support my attorneys' application for attorneys' fees in the amount of up to
18 \$100,000.00, plus costs and expenses of up to \$20,000.00 for reimbursement of actually incurred
19 litigation expenses.

20 I declare under the penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct. Executed on 01/08/2025, in Emeryville, California

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23 By: 
Gustavo Adame (Jan 8, 2025 09:04 PST)
24 GUSTAVO ADAME
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