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Attorneys for Plaintiff CESAR CANDO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

CESAR CANDO, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

ACADEMY VALET PARKING SERVICE,
INC., a California Corporation; and DOES 1-
50, Inclusive,

Defendants.

Case No. 22STCV21833

**DECLARATION OF CESAR CANDO IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: June 13, 2024

Time: 9:00 a.m.

Judge: Hon. Maren Nelson

Dept.: 17

1 I, CESAR CANDO, 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 Plaintiff's Motion for
5 Attorneys' Fees, Litigation Costs, and Class Representative Payment. I have personal knowledge of all
6 the facts stated herein. I could and would competently testify under oath to these facts in court if
7 requested to do so.

8 2. I retained Class Counsel in January 2022 and filed the lawsuit in July 2022. I filed the
9 case on behalf of myself and a class of persons defined as all current and former non-exempt, hourly
10 paid employees who worked for Defendants Academy Valet Parking Services, Inc., and/or Academy
11 Valet Parking LLC (hereinafter "Defendants") in California at any time during the period between July
12 6, 2018, through June 23, 2023 ("Class Period").

13 3. I work for Defendants as a non-exempt employee, paid on an hourly basis, and entitled to
14 legally mandated meal and rest periods and minimum wage and overtime compensation, in Los Angeles
15 County, from 2017 to June of 2021.

16 4. I filed the case because I believed my rights as an employee were violated by Defendants
17 and also the rights of other employees that worked for Defendants. Among other claims, I believe
18 Defendant failed to pay for all time worked, including, time spent donning and doffing and undergoing
19 mandatory covid-19 health questionnaires, failed to provide compliant meal and rest periods, failed to
20 pay vacation wages, failed to furnish accurate itemized wage statements, and failed to pay all wages
21 upon separation.

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

27 6. During these conversations, I learned about my responsibilities as a plaintiff in the lawsuit
28 and as proposed a Class Representative. I understood that pursuing this action as a class action rather

1 than merely seeking my individual claims substantially increased the risk to me. Those risks included
2 the possibility of being held liable for Defendants' attorneys' fees and costs in a complex class action if
3 I lost the case. I also understood that as a Class Representative, I would be under increased scrutiny by
4 the attorneys and the Court because I needed to prove that I was an adequate class representative.
5 Further, I understood that I would lose some autonomy over my individual claims that I could not make
6 decisions for my sole benefit and that I needed to make every litigation decision with the best interests
7 of the Settlement Class in mind.

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

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

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

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

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

1 signed on August 4, 2023. After signing the settlement agreement, the parties subsequently negotiated
2 an amendment to the settlement agreement, which I signed on January 15, 2024.

3 12. **Broad General Release:** I understand that the Class Representative Payment is intended,
4 in part, to compensate me for my release of the Released Class Claims. Additionally, unlike the other
5 Class Members, I also granted Defendants a broad general release and waiver of claims pursuant to
6 California Civil Code section 1542 and released Defendants from all claims that were, or reasonably
7 could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA
8 claims that were, or reasonably could have been, alleged based on facts contained in the Operative
9 Complaint and Plaintiffs PAGA Notice ("Plaintiffs Release"). Plaintiff's Release does not extend to any
10 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
11 disability benefits, social security benefits, workers' compensation benefits that arose at any time, or
12 based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
13 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true
14 but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
15 notwithstanding such different or additional facts or Plaintiff's discovery of them.

16 13. **Participation:** Since I retained Class Counsel approximately twenty-seven months ago, I
17 have been actively involved with this class action lawsuit performing the duties described above. While
18 I did not keep formal time records, I was in regular contact with my attorneys, attended hearings,
19 reviewed important court filings, and spent considerable time on the issues presented during the
20 litigation and in the settlement process. I estimate that I spent approximately 15-20 hours working on
21 this case.

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

27 15. Ultimately, I believe I did the right thing in pursuing this case on behalf of the class who
28 now stand to receive substantial monetary payments as a result of this case and settlement. I also believe

1 that the requested Class Representative Payment in the amount of \$10,000 from the settlement is fair
2 compensation for the (1) the broad general release I executed, (2) the work I performed, (3) the sacrifices
3 made not pursuing this case individually, and (4) the risks I undertook. Further, my estimated Individual
4 Class Payment is approximately \$1,162.73, which is less than the highest Individual Class Payment of
5 approximately \$1,858.93. Notably, none of the other Class Members, including those receiving a greater
6 Individual Class Payment, have executed a broad general release in exchange for their Individual Class
7 Payments.

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

12 17. Further, I support my attorneys' application for a Attorneys' Fees and Litigation Costs in
13 the amount of \$70,000, comprised of \$50,000 for attorneys' fees (one-third of the Total Settlement
14 Amount) and up to \$20,000 for reimbursement of actually incurred litigation expenses.

15 I declare under penalty of perjury under the laws of the State of California that the foregoing is
16 true and correct. Executed on 05/17/2024, at Los Angeles (Location/City), California.

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18 By:  _____
Cesar Cando (May 17, 2024 13:49 CDT)

19 CESAR CANDO
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