

on 10/10/2023

by C Fuentes

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6 individually and on behalf of similarly situated employees

7  
8 **SUPERIOR COURT OF CALIFORNIA**

9  
10 **FOR THE COUNTY OF YUBA**

11 RAFAEL GUEVARA SANCHEZ,  
12 individually and on behalf of all other  
similarly situated employees,

13 Plaintiff,

14 vs.

15 DANNA FARMS INC., a California  
16 Corporation; and DOES 1 to 100, inclusive,

17 Defendants.

**Case No. CVCV21-01213**

**CLASS ACTION**

**DECLARATION OF JUSTIN P.  
RODRIGUEZ IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: November 27, 2023

Time: 10:00 a.m.

Dept.: 4

Judge: Hon. Stephen W. Berrier

Filed: December 22, 2021

FAC Filed: May 11, 2022

Trial Date: None Set

1 I, Justin P. Rodriguez, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of  
3 California and an attorney of record for Plaintiff Rafael Guevara Sanchez (“Plaintiff”) herein. I am  
4 making this declaration on behalf of the named Plaintiff, the putative class members, and in support of  
5 Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”). A true  
6 and correct copy of the Joint Stipulation Regarding Class Action and PAGA Settlement and Release  
7 (“Agreement”) in this matter is filed with this Motion as Exhibit A.

8 2. This case was brought as a wage and hour class action based on Plaintiff’s contention  
9 that Defendant Danna Farms Inc., (“Defendant”) 1) failing to pay overtime wages, 2) failing to pay  
10 minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to  
11 provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6)  
12 failing to timely pay all final wages, 7) failing to reimburse expenses for incurred expenses, and 8)  
13 engaging in unfair competition. Plaintiff also alleged liability for civil penalties under the Private  
14 Attorneys General Act (“PAGA”). These claims were based on allegations that Defendant violated  
15 California law by 1) failing to pay Plaintiff and Class Members all minimum wages and overtime  
16 wages due to managers and supervisors making unauthorized reduction to the hours that Plaintiff and  
17 Class Members worked, 2) failing to pay all daily and/or weekly overtime in accordance with the  
18 schedule outlined in Wage Order 14 for employers with 26 or more employees, 3) failing to authorize  
19 and permit Plaintiff and Class Members to take all meal and rest periods owed to them, 4) failing to  
20 authorize and permit Plaintiff and Class Members to take their first meal period before the completion  
21 of the fifth hour worked or take a second meal period or third rest period when they worked over ten  
22 (10) or twelve (12) hours in a day, and 5) failing to reimburse Plaintiff and Class Members for using  
23 their cell phones, vehicles and tools and equipment for work purposes. The PAGA, waiting time  
24 penalty, wage statement violation, and unfair competition claims also derive from these violations.

25 3. Plaintiff is the only named representative in this matter. From our initial investigations  
26 of Plaintiff’s claims and documents, we believed these claims had merit and could be maintained as a  
27 class action. We filed the action on or about December 22, 2021. Plaintiff exhausted administrative  
28 remedies through the Labor and Workforce Development Agency (“LWDA”) prior to amending the

1 Complaint to add a PAGA claim. Plaintiff filed a notice with the LWDA on December 22, 2021,  
2 setting forth the facts and theories of liability. A true and correct copy of the notice filed with the  
3 LWDA is being filed with this Motion as Exhibit C. A copy of the notice was also sent to Defendant  
4 via certified mail and the \$75.00 filing fee was remitted to the LWDA at that time. There was no  
5 response by the LWDA regarding its intent to investigate the claims alleged in Plaintiff's notice for  
6 more than 65 days. As such, Plaintiff became authorized to commence a civil action under the PAGA  
7 and filed a First Amended Complaint on May 11, 2022. A true and correct copy of Plaintiff's operative  
8 Complaint is filed with this Motion as Exhibit B. A copy of the Complaint was uploaded to the LWDA  
9 on July 28, 2023, after we received an endorsed copy back from Court.

10 4. Currently, there is no date set for a motion to certify the class and there is no trial date.

11 5. Defendant is represented in this matter by BARSAMIAN & MOODY. From the  
12 beginning, Defendant has contested the merits of this case, the suitability of the case for class action or  
13 representative treatment, the manageability of the case at trial, and Plaintiff's ability to prove a violation  
14 in each pay period for each employee among other defenses and contentions they made challenging the  
15 propriety of this action. Defendant further contended, even assuming there was a finding supporting  
16 the imposition of PAGA penalties, that the Court would likely exercise its discretion to substantially  
17 reduce any such penalties owed based on evidence of good faith attempts to comply with California  
18 Labor Code obligations by Defendant. Notwithstanding its agreement to settle this matter, Defendant  
19 believe the practices Plaintiff is contending are unlawful either do not exist or, to the extent they do  
20 exist, fully comply with all state and federal employment laws with respect to Plaintiff and Class  
21 Members. Also, Defendant has contended that this matter is not appropriate for class certification  
22 outside of this proposed class settlement.

23 6. Based on the expected testimony from Plaintiff and Class Members, a review of  
24 Defendants' policies and procedures and other documents relating to the alleged claims, information on  
25 the number of Class Members, Class Members' dates of employment, and a representative sample of  
26 Class Members' payroll data, the scope of the potential damages to Plaintiff and Class Members in light  
27 of the claims alleged, the uncertainty in the law with regard to certification, and the negotiations that  
28 have taken place, I am convinced that the proposed settlement is in the best interest of the class. The

1 length and risks of trial and other normal perils of litigation that impact the value of the claims were also  
2 considered and weighed in reaching the Agreement. In addition, I carefully considered the prospect of  
3 potential class certification issues as well as the uncertainty of class certification, the difficulties of  
4 complex litigation, and the lengthy process of establishing specific damages and various possible delays  
5 and appeals in agreeing to the proposed settlement. I further considered the fact that penalties under the  
6 PAGA could be substantially cut at the discretion of the Court even if Plaintiff was successful on  
7 proving those claims and there was risk that a Court could find no willfulness in the failure to pay wages  
8 at separation, which would eliminate the value of the waiting time penalty claim entirely. Overall, I  
9 believe it is more beneficial to secure a guaranteed benefit to the class now rather than to proceed with  
10 litigation and potentially obtain zero funds to the class due to legal or factual issues in the case.

11 7. My office, including my partner, Galen T. Shimoda, my associate, Renald Konini, our  
12 paralegal, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims  
13 and potential damages for such claims. The parties engaged in formal and informal discovery and  
14 exchange of documents, including a representative 15% sampling of employee data, such as timecards,  
15 paystubs, payroll data and relevant policies for the entirety of the statute of limitations applicable to the  
16 alleged claims. Several hundred pages of documents, including wage statements, employee onboarding  
17 documents, employee policy and handbooks, employment agreements, and timecards were reviewed.  
18 We also interviewed several individuals, including putative class members, regarding the claims to get a  
19 better understanding of the actual working conditions compared to the allegations being made in this  
20 lawsuit. The discovery covered all aspects of the asserted claims, including certification issues, merits  
21 issues, damages, the scope and configuration of Class Members, the content and implementation of the  
22 wage and hour policies at issue, issues relating to manageability concerns at trial, among other relevant  
23 areas. Defendant provided responses to Plaintiff's Special Interrogatories, Set One, and Plaintiff's  
24 Request for Production of Documents, Set One. From this production we were able to determine  
25 information critical to a reliable damages analysis such as the average hourly rate, average daily hours  
26 worked, average number of workweeks and pay periods that had potential violations based on the  
27 asserted claims, the frequency with which violations occurred in a given week and/or pay period, and the  
28 number of former employees. This information allowed my office to assess both liability and damages

1 and create an accurate damages model. Plaintiff assisted in all aspects of this litigation including  
2 providing factual information relating to Plaintiff's and Class Members' employment conditions,  
3 providing a substantial number of documents, and answering questions regarding Defendants' factual  
4 contentions in this matter. This was important because it directly related to our ability to maintain this  
5 case as a class action and our ability to obtain a favorable settlement for the class.

6 8. Throughout this litigation our office had numerous communications with Defendants'  
7 Counsel discussing our respective positions. The parties engaged in mediation on June 28, 2023, using  
8 an experienced mediator, Hon. Patrick J. O'Hara, (RET). It was only after approximately two (2) years  
9 of extensive, arm's length negotiations and a mediator's proposal that the parties were able to reach a  
10 settlement, which only occurred after a full-day mediation. The negotiations were at all times  
11 contentious and adversarial, though still professional in nature.

12 9. The following represents the potential maximum recovery for each of Plaintiff's claims  
13 based on my office's analysis of Defendants' relevant policies and the data produced by Defendant,  
14 including a sample of time and payroll records for Class Members. There were approximately 11,987  
15 workweeks for the class and approximately 4,786 PAGA pay periods, an average base hourly rate of  
16 \$14.29 and an average overtime rate of \$21.44. We also interviewed several putative class members,  
17 covering their work experiences in relation to the asserted claims and utilizing that information in  
18 conducting a merits and damages analysis:

- 19 a). Unpaid Minimum Wages: This claim is based on allegations that Defendant failed to  
20 pay Plaintiff and Class Members all minimum wages due to managers and supervisors  
21 making unauthorized reduction to the hours that Plaintiff and Class Members worked.  
22 Plaintiff and Class Members would write their hours on a notepad and provide it to  
23 management. Management would then transfer the hours into the timekeeping system  
24 after cutting Plaintiff's and Class Members' hours by not accounting for hours spent  
25 prepping the farm equipment for the day, or time worked during meal and rest breaks.  
26 The maximum possible damages for this claim is \$29,472.58, which is entirely  
27 comprised of liquidated damages under California Labor Code section 1194.2. Plaintiff  
28 is only claiming liquidated damages under this claim because Plaintiff has also assumed

1 that all unpaid hours qualified for overtime compensation. Thus, only liquidated  
2 damages are claimed to avoid double recovery of substantive wage loss. This amount  
3 does not take into account any potential risks with respect to Plaintiff proving the merits  
4 or damages. The company handbook contained written policies directing employees to  
5 accurately record all hours worked. Additionally, there were several instances in which  
6 Plaintiff was paid overtime especially during the last years of the Class Period.  
7 Furthermore, there seems to be less violations towards the end of the Class Period and  
8 Defendant implemented an electronic time keeping application for Class Members to  
9 enter their times to more accurately account for the hours worked. In or about 2022,  
10 Defendant changed its policies in order to keep accurate records of employee hours.  
11 These issues cause substantial risk for the claim and it is possible a Court would find  
12 that they supported a good faith defense, which entirely wipes out a claim for liquidated  
13 damages. *See* Cal. Lab. Code § 1194.2(b). Taking these factors into account, it is more  
14 realistic that there would not be any recovery for this claim.

15 b). Unpaid Overtime Wages: This claim is based on allegations that Defendant failed to pay  
16 Plaintiff and Class Members all minimum wages due to managers and supervisors  
17 making unauthorized reduction to the hours that Plaintiff and Class Members worked.  
18 The maximum possible damages for this claim are \$52,210.30. Plaintiff has also  
19 assumed that all unpaid hours qualified for overtime compensation. This amount does  
20 not take into account any potential risks with respect to Plaintiff proving the merits or  
21 damages. Plaintiff's calculations are based on being able to consistently prove a net of  
22 0.25 unpaid overtime hours per week, per employee. The company handbook contained  
23 written policies directing employees to accurately record all hours worked.  
24 Additionally, there were several instances in which Plaintiff was paid overtime  
25 especially during the last years of the Class Period. Furthermore, there seems to be less  
26 violations towards the end of the Class Period and Defendant implemented an electronic  
27 time keeping application for Class Members to enter their times to more accurately  
28 account for the hours worked. In or about 2022, Defendant changed its policies in order

1 to keep accurate records of employee hours. Additionally, the small number of instances  
2 made Defendant's arguments of inadvertent error a substantial risk for derivative claims  
3 based on this theory of recovery. All these issues cause substantial risk for the claim and  
4 it is possible a Court would find that they supported a good faith defense, which entirely  
5 wipes out a claim for liquidated damages. See Cal. Lab. Code § 1194.2(b). Taking  
6 these factors into account, it is more realistic that there would not be any recovery for  
7 this claim.

8 c). Meal Periods: This claim was based on allegations that Defendant's managers, regularly  
9 interrupted Plaintiff's and Class Members ability to take their full, 30-minute meal  
10 periods. Additionally, Plaintiff and Class Members worked over ten (10) or twelve (12)  
11 hours per day without being authorized and permitted to take a second meal period. The  
12 maximum exposure for this claim is \$325,792.28. This amount does not take into  
13 account any potential risks associated with this claim, which was heavily disputed.  
14 While Plaintiff contended that Defendant maintained a regular and consistent practice of  
15 failing to uninterrupted provide meal periods due to workload, Defendant had a facially  
16 valid written meal period policy that was given to Class Members at the time of hire.  
17 Based on Plaintiff's own allegations, the failure to have full, timely meal periods only  
18 occurred 39% of the time. The existence of the facially valid policy and the variance in  
19 the number of violations presents substantial risk to this claim being able to proceed as a  
20 class action. Also, the difference in the amount of interruptions between different  
21 positions of Class Members presents a risk in proving that all Class Members were  
22 interrupted and/or provided untimely meal periods 39% of the time. Taking these  
23 factors into account, a more realistic range of recovery for this claim is \$162,896.14 to  
24 \$228,054.6.

25 d). Rest Breaks: This claim was based on the same allegations as the meal period claim and  
26 was subject to the same risks. Additionally, Defendant failed to authorize a third rest  
27 break for Class Members who worked over twelve (12) hours. The maximum exposure  
28 for this claim is \$125,304.72. The underlying facts that precluded Plaintiff and Class

1 Members from taking meal periods were the same facts as those precluding Plaintiff and  
2 Class Members from taking rest periods, this claim had a violation frequency rate of  
3 15% based on the number of shifts exceeding ten (10) hours. As such, the realistic range  
4 of recovery for this claim is similar to the meal period claim, \$62,652.36 to \$87,713.31.

5 e). Reimbursement: This claim was based on Plaintiff’s contention that he and Class  
6 Members were required to communicate with management using their personal cell  
7 phones and that from April 2022, Class Members began using their cell phones to log  
8 their hours through Defendant’s electronic timekeeping app. The maximum exposure  
9 for this claim is \$138,311.54. This amount does not take into account any potential risks  
10 associated with this claim, which was heavily disputed. The use of personal cell phones  
11 up to April 2022 was heavily disputed due to the fact that there were other means to  
12 communicate during work hours and there were supervisors present on the job sites.  
13 Also, it would be difficult to discover the amount of texts or phone calls and their rate  
14 for each Class Member. There was risk that a Court may find the availability of  
15 alternatives meant the use of personal cell phones was unnecessary especially until April  
16 2022, and, therefore, not subject to reimbursement. Thus, it is more realistic that there  
17 would not be any recovery for this claim.

18 f). Wage Statement Violations: This claim is derivative of Plaintiffs’ overtime, minimum  
19 wage, and meal and rest period claims. The maximum exposure for this claim is  
20 \$239,293, which is calculated based on an initial violation \$50 per pay period per  
21 employee. Based on our research, we did not find any prior Labor Commissioner or  
22 court decisions that stated Defendant’s practices and/or policies were improper. As  
23 such, a “subsequent violation” may not be found for penalty calculation purposes and  
24 the exposure analysis here is based on an “initial violation” valuation being adopted by  
25 any fact finder if this matter went to trial. This amount does not take into account the  
26 potential risks associated with this claim and assumes a violation in every pay period up  
27 to April 2022. Because this claim is derivative of Plaintiff’s other claims, the same risks  
28 identified above for Plaintiff’s minimum wages, overtime, meal period, and rest period



1 claims equally apply here, substantially affecting the potential value of this claim.

2 Taking these factors into account, a more realistic range of recovery for this claim is  
3 \$95,717.20 to \$167,505.10.

4 g). Waiting Time Penalties: This claim is derivative of the minimum wage, overtime and  
5 meal and rest period claims above. The maximum exposure for this claim is \$891,696.  
6 However, this amount does not take into account the potential risks associated with this  
7 claim. Because this claim is derivative, the same risks mentioned above also apply to  
8 this claim. Similar to the liquidated damages for minimum wage violations, there is a  
9 good faith dispute defense to waiting time penalty claims. *See Diaz v. Grill Concepts*  
10 *Servs., Inc.*, 23 Cal.App.5th 859, 868 (2018). Based on the facts of this case, it is more  
11 realistic that there would not be any recovery for this claim.

12 h). PAGA: This claim is derivative of the Labor Code violations identified above and would  
13 be subject to all the same risks as the underlying claims it is based on. Additionally,  
14 based on our research, we did not find any prior Labor Commissioner or court decisions  
15 that stated Defendants' practices and/or policies were improper. As such, a "subsequent  
16 violation" may not be found for penalty calculation purposes, and the exposure analysis  
17 here is based on an "initial violation" valuation being adopted by any fact finder if this  
18 matter went to trial. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207-  
19 1209 (2008). Based on Class Members' payroll data, the maximum total exposure for  
20 this claim is \$3,648,081.60. This amount does not take into account any of the risks in  
21 proving the merits of the underlying claims that the PAGA damages are based on.  
22 Beyond the risks on the merits, the correct valuation of civil penalty amounts for certain  
23 claims under PAGA were in dispute. For example, the calculation valued civil penalties  
24 for failure to pay final wages under Labor Code section 256 (which provides the civil  
25 penalty amount will not exceed 30 days' pay as waiting time under the terms of Section  
26 203) for a total of \$552,165.60 instead of \$0 because it is more realistic that there would  
27 not be any recovery for this claim due to good faith disputes. The calculation also values  
28 civil penalties for the minimum wage claim based on the default \$100 per violation for a

1 total of \$478,586 instead of taking into account the good faith defenses and risks, which  
2 results in a reduction to \$0. Using the lowered valuations and accounting for risks on  
3 the merits would reduce the maximum available PAGA penalties to \$1,196,465. In  
4 addition to the risks on the merits and disputes regarding the proper valuation of the  
5 penalty amounts, I believe the Court may exercise its discretion to reduce PAGA  
6 penalties in this case since Courts are statutorily authorized to use discretion to reduce  
7 penalties and the range of discretion used varies substantially. *See Thurman v. Bayshore*  
8 *Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v.*  
9 *Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, \*9 (C.D. Cal. 2011) (82% reduction).  
10 The 82% reduction equates to roughly \$9-\$50 worth of civil penalties per pay period per  
11 employee depending on the total potential value of the civil penalty (*i.e.* \$50-\$250),  
12 which is more in line with actual awards based on my experience and review of awards  
13 in other cases. Thus, even if using the maximum values possible and setting aside risks  
14 of proving the claims on the merits, the total exposure may be cut to approximately  
15 \$656,654.69 (82% reduction) to \$2,553,657.12 (30%) or lower. Using the lower,  
16 disputed PAGA penalty values (\$1,196,465 total) would lower the potential exposure  
17 further to \$215,363.70 (82% reduction) to \$837,525.50 (30%). It is important to note  
18 that this discretionary reduction is completely separate and in addition to any risks on  
19 the merits. Given the substantial risks associated with the claims, we believe the amount  
20 that might ultimately be awarded under this claim would be significantly lower than our  
21 maximum exposure calculation. Allocating \$20,000 to the PAGA claims in this case is  
22 appropriate, especially in light of amounts that Courts have approved as reasonable  
23 valuations in other cases. *See Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010)  
24 (approving \$0 allocation to the resolution of PAGA claims based on their being disputed  
25 and being part of a class settlement which was evaluated based on the terms of the  
26 agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, at \*8 n.2  
27 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-  
28 1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, \*9 (N.D. Cal. 2018)

1 (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no  
2 recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, \*7 (N.D. Cal. 2016)  
3 (approving \$10,00 PAGA settlement allocation where total PAGA penalty exposure was  
4 approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc'ns*  
5 *California, LLC*, 2017 U.S. Dist. LEXIS 63514, \*1 (S.D. Cal. 2017) (preliminarily  
6 approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l,*  
7 *LLC*, 2014 U.S. Dist. LEXIS 8358, \*5 (S.D. Cal. 2014) (approving \$2,500 PAGA  
8 allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford*  
9 *Fire Ins. Co.*, 2011 U.S. Dist. LEXIS 118764, \*6 (S.D. Cal. 2011) (approving \$3,000  
10 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010  
11 U.S. Dist. LEXIS 53416, \*2 (S.D. Cal. 2010) (approving \$3,000 PAGA allocation in  
12 \$1,000,000 settlement); *Hopson v. Hanesbrands Inc.*, 2009 U.S. Dist. LEXIS 33900, \*9  
13 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v.*  
14 *M-I, L.L.C.*, 2017 U.S. Dist. LEXIS 24880, \*34-35 (E.D. Cal. 2017) (approving  
15 \$100,000 PAGA allocation in a \$3,950,000 settlement even though PAGA exposure was  
16 calculated at \$53,600,000, or 0.2% of total estimated value); *Garcia v. Gordon*  
17 *Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052, at \*7 (E.D. Cal. 2012) (approving  
18 \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*,  
19 2012 WL 5941801, at \*14 (E.D. Cal. 2012) (\$10,000 in PAGA payment from  
20 \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645,  
21 at \*1 (N.D. Cal. 2011) (approving PAGA settlement payment of \$7,500 to the LWDA  
22 out of \$6.9 million common-fund settlement).

23 10. In summary, Plaintiff's gross recovery of \$275,000 under the Agreement equals  
24 approximately 5% of the maximum likely value of the claims in this matter and between 20% and 50%  
25 of the more realistic range of recovery. After deducting from the Gross Settlement Amount the  
26 proposed allocations for attorneys' fees and costs, any Enhancement Payment to the Class  
27 Representative, Settlement Administrator Costs, and the PAGA Payment to the LWDA, the net  
28 recovery under the Agreement, \$133,258.34, represents approximately 2% of the maximum likely

1 value of the claims in this matter. The net recovery also represents between 10% and 24% of the more  
2 realistic range of recovery. The average net award is approximately \$456.36. I believe the Agreement  
3 represents a reasonable compromise of claims based on the legal and factual disputes in this case. The  
4 ability to secure a guaranteed settlement now and ensure Class Members receive some compensation,  
5 rather than proceed to further litigation and potentially recover nothing, was a motivating factor in  
6 reaching this Agreement.

7  
8 11. In agreeing to represent Plaintiff and take on the case for all Class Members, our office  
9 agreed to take this case on a contingency basis, meaning that we would take a percentage of any  
10 settlement or judgment should we recover a monetary amount. We took a risk that we would not  
11 recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case  
12 may be subject to an unfavorable summary judgment ruling. However, we believe it is important to  
13 make sure employees are able to find affordable representation in order to ensure that employers are  
14 complying with all their legal obligations towards employees and paying employees all their hard-  
15 earned wages.

16 12. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law  
17 practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I  
18 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the  
19 Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two  
20 recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the  
21 University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris  
22 Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at  
23 McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my  
24 legal research and writing course, a Witkin Award in complex civil litigation, being a member of the  
25 Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from  
26 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business &*  
27 *Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar  
28 Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society  
and an officer for the Latino Law Students Association from 2009 to 2010.

1           13. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda  
2 Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp.  
3 became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent  
4 rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to present, I have  
5 been recognized as a Super Lawyer (Rising Star). I have been a panel speaker and presented a number  
6 of seminars covering issues in wage and hour litigation in general and complex class and PAGA  
7 litigation in particular. These engagements include the following: (1) *Epic Systems*, PAGA, and the  
8 Future of Employment Arbitration in California (Sacramento County Bar Assoc., Sept. 2018); (2) Class  
9 Actions and PAGA Claims (Assoc. of Defense Counsel of Northern California & Nevada, Jul. 2020);  
10 (3) Mediation: The Experienced Trial Lawyers Perspective (Sacramento County Bar Assoc., Sept.  
11 2020); (4) How to Become a Pivotal Part of Any Wage and Hour Practice Group (Sacramento County  
12 Bar Assoc., Mar. 2021); (5) Emerging Trends and Issues Relating to Arbitration and PAGA Claims in a  
13 Post-*Viking River Cruises* World (Sacramento County Bar Assoc., Nov. 2022). I was elected to the  
14 Sacramento County Bar Association Labor and Employment Law Section’s executive committee in  
15 2019 and was the Chair of the executive committee for 2022. I have also been a member of the  
16 Presiding Judge Civil Law Advisory Committee for Sacramento County Superior Court since August  
17 2020. My practice focuses on complex civil litigation, including wage and hour class actions, PAGA  
18 claims, and Fair Labor Standards Act (“FLSA”) claims. I am actively involved in most all of the  
19 complex litigation handled by our firm. Class and/or PAGA actions I have litigated or am currently  
20 litigating, including the instant case, includes, but is not limited to, the following:

- 21           • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 22           • *Adams-Anguy v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 23           • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 24           • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 25           • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080  
26           (San Joaquin Sup. Ct.);
- 27           • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 28           • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);

- 1 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.  
2 Sup. Ct.);
- 3 • *Barkhousen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup.  
4 Ct.);
- 5 • *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- 6 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-  
7 00271174 (Sac. Sup. Ct.);
- 8 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.  
9 Ct.);
- 10 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.  
11 Ct.);
- 12 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.  
13 Sup. Ct.);
- 14 • *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- 15 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.  
16 Ct.);
- 17 • *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 18 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-  
19 00209613 (Sac. Sup. Ct.);
- 20 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 21 • *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-  
22 00222101 (Sac. Sup. Ct.);
- 23 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- 24 • *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- 25 • *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- 26 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 27 • *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- 28 • *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup.

1 Ct.);

- 2 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 3 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 4 • *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- 5 • *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- 6 • *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- 7 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 8 • *Hellum v. AI Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- 9 • *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- 10 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- 11 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 12 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 13 • *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- 14 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 15 • *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- 16 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 17 • *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-  
18 EFB (E.D. Cal.);
- 19 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 20 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 21 • *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 22 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-  
23 00082201 (Sac Sup. Ct.);
- 24 • *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- 25 • *Salmon v. Ovarions Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.) ;
- 26 • *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.) ;
- 27 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 28 • *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);

- 1 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 2 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.
- 3 Sup. Ct.);
- 4 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- 5 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

6 14. The preceding list does not include those cases where, for various reasons, the case was  
7 filed as a class action and/or PAGA action, but did not maintain that status through the end of the case.

8 15. My partner, Galen T. Shimoda, Esq., worked with me on this matter and was critical in  
9 assisting with all aspects of the litigation of this case. Mr. Shimoda and I are some of only a handful of  
10 plaintiff attorneys located in Sacramento who handle wage and hour class actions. Mr. Shimoda  
11 attended and graduated from the University of Utah in 2000 with a B.S. in Business Management and a  
12 B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the  
13 University of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He  
14 graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and  
15 Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of  
16 employment law articles for journals and our firm regularly publishes articles on our firm's website.  
17 Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar)  
18 Employment Review seminars from 2014 to the present. His speaking engagements include the  
19 following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual  
20 Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the  
21 Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in  
22 Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6)  
23 CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law  
24 Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class  
25 Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21,  
26 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the  
27 Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour  
28 Panel and AB 1825 Training: Updates on California's New Wage Laws and Manager Compliance



1 Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section –  
2 PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento  
3 Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of  
4 Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and  
5 Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association -  
6 PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017);  
7 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a  
8 Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013,  
9 was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized  
10 as a Super Lawyer from 2014 to present.

11 16. Mr. Shimoda has practiced law in California since being admitted to the State Bar in  
12 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases.  
13 Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington &  
14 Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is  
15 in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and  
16 Federal Courts, including up to certification, settlement, preliminary and final approval, and  
17 disbursement of monies, and has been found to be satisfy the adequacy requirements for class counsel.  
18 Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel  
19 include the following:

- 20 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 21 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 22 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 23 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 24 • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 25 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 26 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 27 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 28 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.

1 Sup. Ct.);

- 2 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 3 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
- 4 Ct.);
- 5 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
- 6 Ct.);
- 7 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
- 8 Sup. Ct.);
- 9 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 10 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
- 11 Ct.);
- 12 • *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 13 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
- 14 00209613 (Sac. Sup. Ct.);
- 15 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 16 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 17 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- 18 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242
- 19 (San Joaquin Sup. Ct.);
- 20 • *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- 21 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac.
- 22 Sup. Ct.);
- 23 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 24 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 25 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac.
- 26 Sup. Ct.);
- 27 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 28 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);

- 1 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 2 • *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- 3 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- 4 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 5 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 6 • *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- 7 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 8 • *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- 9 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 10 • *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- 11 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.  
12 Sup. Ct.);
- 13 • *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- 14 • *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- 15 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 16 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 17 • *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- 18 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-  
19 00082201 (Sac Sup. Ct.);
- 20 • *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac.  
21 Sup. Ct.);
- 22 • *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- 23 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 24 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 25 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.  
26 Sup. Ct.);
- 27 • *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- 28 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);

- 1 • *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- 2 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

3 17. The preceding list of cases does not include those where, for a variety of reasons, the  
4 case was initially filed as a class and/or PAGA action, but did not maintain that status through the end  
5 of the case.

6 18. My former associate, Jessica L. Hart, Esq., also worked with me on this matter and was  
7 critical in assisting with all aspects of the litigation of this case. Ms. Hart graduated from the  
8 University of California Davis School of Law. Prior to joining Shimoda & Rodriguez Law, PC, Ms.  
9 Hart worked alongside a number of attorneys in the Sacramento area focusing almost exclusively on  
10 plaintiff's side litigation and employment law for several years prior to becoming licensed in 2020.  
11 While with my firm, Ms. Hart worked on a variety of individual, class action, and Private Attorneys  
12 General Act cases involving wage and hour claims. As an associate, some of the class action and/or  
13 PAGA cases Ms. Hart litigated include the following:

- 14 • *Afoa v. Milestone Retirement Communities, LLC., et al.*, Case No. 34-2020-00282555 (Sac.  
15 Sup. Ct.);
- 16 • *Cota v. Milestone Management (CA) – Meadows, LLC.*, Case No. 34-2020-00280648 (Sac.  
17 Sup. Ct.);
- 18 • *Coy v. Southern Home Care Services, Inc., et al.*, Case. No. 2:21-CV-00067-JAM-CKD  
19 (E.D. Cal.);
- 20 • *Dreyer v. Automation Anywhere, Inc.* Case. No 20CV372730 (Santa Clara Sup. Ct.);
- 21 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242  
22 (San Joaquin Sup. Ct.);
- 23 • *Fang v. Interpress Technologies, Inc.* Case. No. 34-2021-00292937 (Sac. Sup. Ct.);
- 24 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 25 • *Garcia v. Aquality Water Management, Inc.* Case No. 34-2021-00292794 (Sac. Sup. Ct.);
- 26 • *Hawkins v. Twitch Interactive, Inc.*, Case No. 34-2020-00281761 (Sac. Sup. Ct.);
- 27 • *Hussaini v. Integrated Resources, Inc, et al.*, Case. No. 34-2021-00297152 (Sac. Sup. Ct.);
- 28

- 1 • *Leon v Golden Bay Fence Plus Iron Works, Inc., et al.*, Case No. STK-CV-UOE-2021-
- 2 0000543 (San Joaquin Sup. Ct.);
- 3 • *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- 4 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
- 5 Sup. Ct);
- 6 • *Madrigal Vargas v. Mary Ann's Baking Co., Inc.*, Case No. 2:21-CV-00320-JAM-JDP
- 7 (E.D. Cal.);
- 8 • *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin
- 9 Sup. Ct.);
- 10 • *Perez v. Too Infinity Management, LLC, et al.*, Case No. 34-2020-00285276 (Sac. Sup. Ct.);
- 11 • *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- 12 • *Valentin v Sacramento Laundry Company, Inc.* Case.No. 34-2019-00270987 (Sac. Sup. Ct.);
- 13 and
- 14 • *Whiteside v. SPSG Partners, et al.*, Case. No. 2:20-cv-01643-TLN-DMC (Sac. Sup. Ct.).

15 19. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr.

16 Konini graduated from Seton Hall University School of Law. Prior to moving to California, he

17 practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of

18 individual and class action cases, including those involving wage and hour claims, Private Attorney

19 General Act claims, wrongful termination claims, discrimination claims, retaliation claims, and

20 harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing

21 as an associate at my firm from approximately April 2019 to February 2021 and rejoined my firm in

22 September 2022. Mr. Konini has worked on the written and oral discovery, including defending a

23 PAGA representative's deposition, drafting special interrogatories and request for production of

24 documents, calculating class-wide damages, communicating with class representatives, drafting

25 mediation briefs, negotiating, drafting correspondence to defendants' counsel regarding the damages

26 calculated per plaintiffs' claims against defendant companies, and more. Mr. Konini worked on other

27 class and/or PAGA wage and hour actions that my firm has filed, namely *Bertelli v. Air Products and*

28 *Chemicals, Inc.*, Case No. 34-2018-00236898 (Sac. Sup. Ct.), *Carr v. Howroyd-Wright Employment*

1 *Agency, Inc.*, Case No. 34-2018-00228290 (Sac. Sup. Ct.), *Gomez v. Vander Schaaf Dairy, et al.*, Case  
2 No. STK-CV-UOE-2020-0003954 (San Joaquin Sup. Ct.), *Haggins v. Kelly Services, Inc.*, Case No.  
3 34-2017-00220473 (Sac. Sup. Ct.), *Hussaini v. Integrated Resources, Inc.*, et al, Case No. 34-2021-  
4 00297152 (Sac. Sup. Ct.), *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental Corporation (D/B/A Children's*  
5 *Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072 (Sac. Sup. Ct.), *Lear v. Raxium,*  
6 *Inc.*, Case No. 21CV004358 (Alameda Sup. Ct.), *Serrano v. Cool Time, LLC*, Case No. 34-2021-  
7 00312356 (Sac. Sup. Ct.), *Grebe v. Mary Ann's Baking Co., Inc.*, Case No. 34-2020-00285254-CU-  
8 OE-GDS (Sac. Sup. Ct.), *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.),  
9 *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.), *Miller v. Caldwell*  
10 *Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.), *Pek, et al v. Varris*  
11 *Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup. Ct.), *Valencia v. Lowbrau*  
12 *Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.). Mr. Konini's practice largely  
13 revolves around wage and hour matters, including PAGA claims.

14         20. In connection with any final approval hearing, I will be seeking attorneys' fees and  
15 costs, an Enhancement Payment to the Class Representative, and Settlement Administrator Costs as set  
16 forth in the Agreement. I will be requesting attorneys' fees and costs pursuant to the common fund  
17 doctrine as I believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25,  
18 34-35 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston &*  
19 *Hunt v. Grauly*, 886 F.2d 268, 271 (9th Cir. 1989). The facts and case law supporting the requested  
20 amounts will be set forth in the final approval motion, including information for the Court to perform a  
21 lodestar cross check of the requested attorney's fees, quantify the amount of time spent by Plaintiff on  
22 this case and any further risks and/or burdens incurred as a result of acting as Class Representative, an  
23 updated declaration in support of actual litigation costs and itemized cost spreadsheet, and declaration  
24 from the Settlement Administrator detailing the work performed and Settlement Administrator Costs  
25 incurred. My firm's expected costs through final approval are not expected to exceed \$10,000.  
26 Attached as Exhibit E is a true and correct copy of the costs incurred prior to the filing of this Motion  
27 and the expected costs incurred through the final approval and fairness hearing. Any difference in the  
28 awarded fees and costs, Class Representative's Enhancement Payment, and Settlement Administrator

1 Costs and the amounts allocated for each under the Agreement will be added back to the Net Settlement  
2 Amount and distributed pro rata to Class Members.

3 21. I have used several class action administrator companies in the wage and hour class  
4 actions I have resolved in the past and believe CPT Group will provide the best service to administer the  
5 proposed class settlement. CPT Group has provided a quote for the estimated maximum cost of  
6 administering the class settlement of approximately \$10,000. A true and correct copy of a cost estimate  
7 provided by CPT Group is filed with this Motion as Exhibit D. This is only an estimate, and final  
8 pricing may vary depending on the issues, if any, that arise during the administration of the settlement.  
9 However, the difference between the actual, lesser costs and \$15,000, if any, will be paid to the  
10 Participating Class Members on a pro rata basis.

11 22. A copy of the Agreement and the entire Motion was submitted to the LWDA for review  
12 at the same time the Motion was submitted to the Court pursuant to California Labor Code section  
13 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents were  
14 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as  
15 Exhibit G.

16 23. A true and correct copy of the proposed Notice of Settlement is being filed with this  
17 Motion as Exhibit F.

18 24. The designated *cy pres* beneficiaries in this case are Capital Pro Bono, Inc. (“CPB”) and  
19 the Sacramento Food Bank & Family Services (“SFBFS”). Only those funds that remain from uncashed  
20 settlement checks will be sent to the *cy pres* beneficiaries pursuant to section 5.6 of the Agreement.

21 25. CPB is a 501(c)(3) nonprofit in good standing with the State of California that was  
22 established in 1981 and incorporated in 1986 to provide free civil legal services to the indigent,  
23 primarily through the use of volunteer attorneys. The formal service area includes Sacramento, Yolo,  
24 San Joaquin, El Dorado and Placer counties, however it also regularly provides assistance, whether in  
25 person or by phone, to individuals residing outside those counties, including Solano, Nevada, Merced,  
26 Sutter, Yuba, and Stanislaus counties. CPB changed its name in 2020 from Voluntary Legal Services  
27 Program of Northern California (“VLSP”) to Capital Pro Bono, Inc. CPB has been the recipient of *cy*  
28

1 *pres* funds from several jurisdictions in the State of California, including from Sacramento County  
2 Superior Court.

3 26. If CPB is approved as a *cy pres* beneficiary, any funds received will be dedicated to the  
4 Employment Law Clinic and Advice Line project, which assists the indigent with legal matters related to  
5 their current or former employment. This assistance regularly includes, but is not limited to, free legal  
6 advice regarding claims for unpaid wages, failure to provide meal and rest periods, failure to pay  
7 reimbursement, and waiting time penalty claims. CPB provides legal advice, assistance with legal  
8 forms, and direct representation in administrative hearings, including administrative hearings in front of  
9 the California Labor Commissioner for unpaid wages. CPB has a staff attorney and clinic coordinator  
10 who provide assistance, along with experienced employment law attorney volunteers. These services  
11 have been a focus of the Employment Law Clinic and Advice Line project since its inception with VLSP  
12 and continuing through today under CPB.

13 27. SFBFS is also a qualified *cy pres* designee in class actions, under section 384, as it is a  
14 501(c)(3) nonprofit in good standing with the State of California incorporated in 1986. SFBFS provides  
15 basic human needs services in Sacramento County to the poor and working poor in order to help them  
16 become financially independent and self-sufficient. SFSBS also provides services to immigrants and  
17 refugees who live in the Sacramento area. Additionally, SFBFS provides free food to low income  
18 seniors, helps qualified applicants of the CalFresh program to stretch their food budget by adding  
19 additional healthy food choices, provides diapers to families in need, offers health and nutrition classes  
20 to individuals, provides assistance with paying utility bills to individuals in need, and offers low cost  
21 immigration legal services to people in need.

22 28. I believe the services provided by CPB and the SFBFS promote the law consistent with  
23 the objective of wage and hour class actions in general and in this case specifically.

24 29. I have spoken with every other attorney at my firm to determine whether they have any  
25 relationship with either of the proposed *cy pres* beneficiaries.

26 30. I have volunteered for CPB organizations numerous times over the past several years,  
27 either directly in the advice clinics or by presenting seminars on wage and hour laws for law students  
28 seeking to also volunteer at advice clinics. I have also volunteered by sitting on CPB's advisory



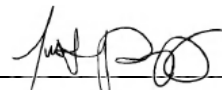
1 committee. These organizations are non-profits that assist low-income workers throughout California,  
2 giving free legal advice regarding employment law issues and representing employees with wage claims  
3 before the California Labor Commissioner. I have witnessed firsthand the quality service and attention  
4 these entities provide to individuals in need of employment law advice and representation at the  
5 California Labor Commissioner. I have not done any work, volunteer or otherwise, with SFBFS.

6 31. Brittany V. Berzin has never done any work, volunteer or otherwise, with CPB or  
7 SFBFS.

8 32. Galen T. Shimoda has volunteered for CPB on and off over the past several years through  
9 either presenting wage and hour seminars to law students who staff the free advice clinics or helping at  
10 the advice clinics themselves. However, Mr. Shimoda has not performed any volunteer work with CPB  
11 organization since approximately March 2020. Mr. Shimoda has not done any work, volunteer or  
12 otherwise, with SFBFS. Mr. Shimoda has never received payment or compensation of any kind in  
13 connection with any work he's done with CPB. Renald Konini has never done any work, volunteer or  
14 otherwise with Capital Pro Bono, Inc. or the Sacramento Food Bank & Family Services.

15 33. Neither my firm, myself, Mr. Konini, Ms. Berzin, nor Mr. Shimoda have ever received  
16 any compensation, direct or indirect, for designating SFBFS or CPB as *cy pres* beneficiaries. Neither  
17 my firm, myself, nor Mr. Shimoda have ever received any compensation in connection with any of the  
18 volunteer work we have done with the CPB organization.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
20 true and correct. Executed on October 6, 2023 in Sacramento, California.

21  
22 

23 \_\_\_\_\_  
Justin P. Rodriguez