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Amanda Toste  
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By: Norma CastanedaMarquez, Deputy

1 Galen T. Shimoda (Cal. State Bar No. 226752)  
2 Justin P. Rodriguez (Cal. State Bar No. 278275)  
3 Renald Konini (Cal. State Bar No. 312080)  
4 **Shimoda & Rodriguez Law, PC**  
5 9401 East Stockton Boulevard, Suite 120  
6 Elk Grove, CA 95624  
7 Telephone: (916) 525-0716  
8 Facsimile: (916) 760-3733  
9 Email: attorney@shimodalaw.com  
10 jrodriguez@shimodalaw.com  
11 rkonini@shimodalaw.com

12 Attorneys for Plaintiff DEMECIO AGUIRRE VILLEGAS  
13 individually and on behalf of similarly situated employees

14 **SUPERIOR COURT OF CALIFORNIA**  
15 **FOR THE COUNTY OF MERCED**

16 DEMECIO AGUIRRE VILLEGAS,  
17 individually and on behalf of all other  
18 similarly situated employees,  
19 Plaintiff,  
20 vs.  
21 G & H PIZZA, INC., a California Corporation;  
22 JILL MARIE GAUTHIER, an individual;  
23 JOHN JAMES GAUTHIER, an individual;  
24 and DOES 1 to 100, inclusive,  
25 Defendants.

26 **Case No. 24CV-00447**  
27 *Assigned for All Purposes to Hon. Brian McCabe*  
28 *Department 8*  
**CLASS ACTION**  
**DECLARATION OF JUSTIN P. RODRIGUEZ**  
**IN SUPPORT OF PLAINTIFF'S MOTION FOR**  
**PRELIMINARY APPROVAL OF CLASS**  
**ACTION AND PAGA SETTLEMENT**  
Date: April 15, 2026  
Time: 8:15 a.m.  
Dept.: 8  
Judge: Hon. Brian McCabe  
Filed: January 26, 2024  
FAC Filed: April 3, 2024  
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 Demecio Aguirre Villegas (“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 Defendants G & H Pizza, Inc., Jill Michelle Gauthier (*erroneously sued as Jill Marie Gauthier*),  
10 and John James Gauthier (“Defendants”) 1) failed to pay overtime wages, 2) failed to pay minimum  
11 wages, 3) failed to provide meal periods or pay premiums in lieu thereof, 4) failed to provide rest  
12 periods or pay premiums in lieu thereof, 5) failed to provide accurate wage statements, 6) failed to pay  
13 all final wages, 7) failed to reimburse expenses, and 8) engaged in unfair competition. Plaintiff also  
14 alleged liability for civil penalties under the Private Attorneys General Act (“PAGA”). These claims  
15 were based allegations that Defendants violated California law by 1) failing to compensate Plaintiff and  
16 similarly situated employees for the time spent working off-the-clock, 2) failing to authorize and permit  
17 Plaintiff and similarly situated employees to take uninterrupted meal and rest periods, 3) failing to  
18 reimburse Plaintiff and similarly situated employees for the use of their personal cell phones for work  
19 purposes, and 4) failing to provide Plaintiff and similarly situated employees with all their earned sick  
20 pay. The PAGA, waiting time penalty, wage statement violation, and unfair competition claims also  
21 derive from these violations.

22 3. Plaintiff is the only named representative in this matter. Our pre-filing investigation  
23 included interviewing Plaintiff, reviewing his documents, and seeking out potential witnesses to  
24 corroborate the claims. From our initial investigations of Plaintiff’s claims and documents, we believed  
25 the claims had merit and could be maintained as a class action. We filed the action on or about January  
26 26, 2024. Plaintiff exhausted administrative remedies through the Labor and Workforce Development  
27 Agency (“LWDA”) prior to amending the Complaint to add a PAGA claim. Plaintiff filed a notice  
28 with the LWDA on January 26, 2024, setting forth the facts and theories of liability. A true and correct

1 copy of the notice filed with the LWDA is being filed with this Motion as Exhibit C. A copy of the  
2 notice was also sent to Defendants via certified mail and the \$75.00 filing fee was remitted to the  
3 LWDA at that time. There was no response by the LWDA regarding its intent to investigate the claims  
4 alleged in Plaintiff's notice for more than 65 days and Defendants did not utilize the cure procedures  
5 under the statute. As such, Plaintiff became authorized to commence a civil action under the PAGA  
6 and filed a First Amended Complaint on April 3, 2024. A true and correct copy of Plaintiff's operative  
7 Complaint is filed with this Motion as Exhibit B. A copy of the Complaint was uploaded to the LWDA  
8 after we received a file stamped copy back from Court.

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

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

23 6. We have reviewed a substantial number of documents and informal discovery during our  
24 investigation of the claims. Based on the expected testimony from Plaintiff and Class Members, a  
25 review of Defendants' policies and procedures and other documents relating to the alleged claims,  
26 information on the number of Class Members, Class Members' total workweeks within the Class Period,  
27 pay periods within the one (1) year penalty statute of limitations, the number of Class Members who  
28 separated employment within three (3) years of this case being filed, and a representative sample of

1 Class Members' time and payroll data, the scope of the potential damages in light of the claims alleged,  
2 the uncertainty in the law with regard to certification, and the negotiations that have taken place, I am  
3 convinced that the proposed settlement is in the best interest of the class. The length and risk of  
4 continued litigation and trial, as well as other normal perils of complex litigation that impact the value of  
5 the claims, were also considered and weighed in reaching the Agreement. In addition, I carefully  
6 considered the prospects of class certification and maintaining class certification through trial  
7 notwithstanding the numerous challenges raised by Defendants. I further considered the fact that  
8 penalties under the PAGA could be substantially cut at the discretion of the Court even if Plaintiff was  
9 successful on proving those claims and there was risk that a Court could find no willfulness in the failure  
10 to pay wages at separation or the existence of a good faith dispute, which would eliminate the value of  
11 several claims entirely. Overall, I believe it is more beneficial to secure a guaranteed benefit to the class  
12 now rather than to proceed with litigation and potentially obtain zero funds for the class due to legal or  
13 factual issues in the case.

14         7. My office, including my partner, Galen T. Shimoda, my associate, Renald Konini, our  
15 paralegal, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims  
16 and potential damages for such claims. The parties engaged in informal discovery and exchange of  
17 documents that included, but was not limited to, a representative sampling of employee data, including,  
18 but not limited to, time records, paystubs, and payroll summaries, work schedules, relevant handbooks,  
19 bulletins, and memoranda containing Defendants' policies for the entirety of the statute of limitations  
20 applicable to the alleged claims. Review of this data included comparing the time records and payroll  
21 data with approximately unique pay codes and Defendants' wage and hour policies pay period by pay  
22 period, which evolved over the course of the Class Period. We also reviewed work schedules for a  
23 substantial number of pay periods to analyze the overlap, or lack thereof, in coverage for meal and rest  
24 breaks as well as meal and rest period policy statements contained on the work schedules. We also  
25 received many documents and texts from Plaintiff. From this production we were able to determine  
26 information critical to a reliable damages analysis such as the average hourly rate, average daily hours  
27 worked, shifts eligible for meal and rest periods and the number of potential shifts that may correspond  
28 to liability under our theories of liability, average number of workweeks and pay periods that had

1 potential violations based on the asserted claims, the frequency with which violations occurred in a  
2 given week and/or pay period, and the number of former employees. This information allowed my  
3 office to assess both liability and damages and create an accurate damages model. Plaintiff assisted in  
4 all aspects of this litigation including providing factual information relating to Plaintiff's and Class  
5 Members' employment conditions, providing a substantial number of documents, and answering  
6 questions regarding Defendants' factual contentions in this matter. This was important because it  
7 directly related to our ability to maintain this case as a class action and our ability to obtain a favorable  
8 settlement for the class.

9 8. Throughout this litigation our office had numerous communications with Defendants'  
10 Counsel discussing our respective positions. The parties engaged in mediation on November 21, 2025,  
11 using an experienced mediator, Russ Wunderli. It was only after nearly two years of extensive litigation  
12 and arm's length negotiations that the parties were able to reach a settlement, which only occurred after  
13 a full-day mediation. The negotiations were, at all times, contentious, adversarial, and at arms-length,  
14 though still professional in nature.

15 9. Based on my office's analysis of the informal discovery outlined above, there were  
16 approximately 917 Class Members who worked 19,959 weeks in the Class Period, 579 Aggrieved  
17 Employees who worked 14,987 pay periods during the PAGA Claim Period, an average base hourly  
18 rate of approximately \$16.79, and an average overtime rate of approximately \$25.19. We did not find  
19 any prior Labor Commissioner or Court decisions stating Defendants' practices and/or policies were  
20 improper. As such, a "subsequent violation" may not be found for penalty calculation purposes, and  
21 the penalty exposure analysis herein is based on an "initial violation" valuation being adopted by any  
22 fact finder if this matter went to trial. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207-  
23 1209 (2008). The following represents the maximum recovery as well as the more realistic range of  
24 recovery for each of Plaintiff's claims:

- 25 a) Minimum Wages: This claim is based on allegations that Defendants failed to pay  
26 Plaintiff and Class Members at least the minimum wage for all hours worked due to  
27 Defendants requiring employees to work off-the-clock because Defendants failed to  
28 compensate Plaintiff and similarly situated employees for the time that they spent

1 clocking in prior to their shift due to Defendants’ poor internet connection and computer  
2 issues, and because Defendants failed to pay Plaintiff and similarly situated employees  
3 for the time that they worked off-the-clock washing dishes after the end of their shift,  
4 since Defendants required employees to clock out at midnight. The maximum damages  
5 for this claim are approximately \$311,360.40. This amount does not take into account  
6 any potential risks with respect to Plaintiff certifying the claim, proving the merits, or  
7 proving damages. The maximum damages available were calculated based on the upper  
8 range of estimated time Plaintiff worked off-the-clock per week, which was 0.48 hours  
9 per week. Based on the weighted average minimum wage rate of \$16.25 during the  
10 Class Period, this equals approximately \$155,680.20 in unpaid minimum wages ([19,959  
11 workweeks x 0.48 hours off-the-clock per week] x \$16.25 average minimum wage rate).  
12 Liquidated damages are calculated in the same amount of \$155,680.20. Defendants  
13 heavily disputed this theory of liability. First, Defendants contended that they had no  
14 clocking in and out issues because their internet connections and computers worked  
15 were very reliable and they were not aware of any employees having issues or spending  
16 time clocking in and out. Second, Defendants denied requiring employees to work off  
17 the clock in order to wash dishes after closing. Third, Defendants argued it maintained,  
18 and strictly enforced, policies against working off-the-clock, accurately recording hours  
19 worked, and that overtime was regularly paid, undermining any contention that there  
20 was any practice or policy promoting off-the-clock work. This presented a substantial  
21 challenge to both certification and the merits of the claim. The written policy  
22 prohibiting off-the-clock work would require Plaintiff to demonstrate, on a class wide  
23 basis, that Defendants effectively maintained “a policy to violate the policy” against off-  
24 the-clock work and that Defendants knew or should have known the off-the-clock work  
25 was occurring despite the policies and payment of overtime. *See Brinker Rest. Corp. v.*  
26 *Superior Ct.*, 53 Cal.4th 1004, 1051-1052 (2012). Defendants also point to instances in  
27 its records where employees worked longer than their scheduled hours and were  
28 compensated for that time. Finally, the presence of a good faith dispute would eliminate

1 liability for liquidated damages for unpaid minimum wages. *See* Cal. Lab. Code §  
2 1194.2(b); *Ridgeway v. Walmart Inc.*, 946 F.3d 1066, 1089-1090 (9th Cir. 2020). Taking  
3 all these factors into account, I believe it is likely a good faith dispute would be found  
4 and there would be no recovery liquidated damages for this claim. I also believe a more  
5 realistic range of recovery for unpaid wages under this claim is between \$31,136.04 to  
6 \$46,704.06 (reduction of 70%-80% based on risk);

7 b) Unpaid Overtime Wages (Off-the-Clock): The off-the-clock theory of overtime liability  
8 is based on the same factual allegations that formed the basis for the minimum wage  
9 claims. However, the payroll sample showed that Class Members typically only worked  
10 between three (3) to six (6) hours per shift, averaging 5.67 hours per shift in total. As a  
11 result, the sample showed no overtime hours being worked even after accounting for off-  
12 the-clock work. Thus, all unpaid hours have been accounted for in the damages  
13 calculation for minimum wages as stated above. No separate value is associated with  
14 the overtime claim;

15 c) Meal Periods: This claim is based on allegations that Defendants failed to authorize and  
16 permit Plaintiff and similarly situated employees to take uninterrupted meal and rest  
17 periods due to inadequate staffing and defective meal and rest period policies. Typically,  
18 Defendants scheduled Plaintiff and similarly situated employees to work between three  
19 (3) to six (6) hour shifts. Plaintiff contended that work schedules utilized by Defendants  
20 had facially defective meal and rest period policy statements, failing to authorize meal  
21 periods when working more than five (5), but less than six (6) hours, and failing to  
22 include the “major fraction thereof authorizing language.” The maximum damages for  
23 this claim are \$277,472.41. This amount does not take into account any potential risks  
24 with respect to Plaintiff certifying the claim, proving the merits, or proving damages.  
25 This amount was calculated based on an average hourly rate of \$16.79, an average of 4.6  
26 shifts per week. After accounting for meal period premiums paid, the payroll records  
27 showed an 18% violation rate, *i.e.* 18% of shifts had either no meal period punch, a late  
28 meal period punch, or a meal period lasting less than thirty (30) minutes. Defendants

1 vigorously disputed this claim. Defendants contended that their policies were not  
2 defective and produced employe handbooks that were different than the language  
3 regarding meal and rest periods on the employee schedules. Defendants contended that  
4 the handbook policies were facially compliant and reflected their true practice regardless  
5 of what may or may not have been stated on work schedules distributed to employees.  
6 While Plaintiff can utilize the rebuttable presumption of meal period violations based on  
7 the time records under *Donohue v. AMN Servs., LLC*, 11 Cal.5th 58, 78 (2021), Plaintiff  
8 would still have the burden to establish a theory of liability amenable to class treatment.  
9 Additionally, if Defendants' time keeping policies and records were found to rebut the  
10 presumption of meal period violations, this would substantially reduce the scope of  
11 Plaintiff's meal period claims to only those instances where the alleged defective meal  
12 period policy would be at issue, *i.e.* late or missed meal periods for shifts longer than  
13 five (5) or six (6) hours. Without a presumption based on defective time records or a  
14 facially unlawful policy it is very difficult to certify meal period violation claims. Thus,  
15 the dispute that Defendants had compliant meal and rest period substantially increases  
16 the risks to the claims. Taking these factors into account, I believe a more realistic range  
17 of recovery for this claim is between \$83,241.72 to \$138,736.21 (reduction of 50%-70%  
18 based on risk);

- 19 d) Rest Breaks: This claim was based on the same allegations as the meal period claim.  
20 Based on the payroll sample, there were approximately 37% of shifts falling with the  
21 "major fraction thereof" time window that Plaintiff contended were not authorized based  
22 on the policy language maintained on Defendants' schedules, *e.g.* between 3.5 and 4  
23 hours worked, and between 6 to 8 hours worked. Based on the 37% violation rate, 4.6  
24 shifts per week, 19,959 total weeks during the Class Period, and an average \$16.79  
25 hourly rate, this equates to a maximum exposure of approximately \$570,359.96. This  
26 amount does not take into account any potential risks with respect to Plaintiff certifying  
27 the claim, proving the merits, or proving damages. Because this claim is based on the  
28 same factual basis as the meal period claims, it is also subject to the same risks as

1 detailed above. Taking these factors into account, I believe a more realistic range of  
2 recovery for this claim would be between \$171,107.99 to \$285,179.98 (reduction of  
3 50%-70% based on risk);

- 4 e) Reimbursement: This claim was based on Plaintiff's contention that Class Members  
5 were required to use their personal cell phones to communicate with their supervisors,  
6 managers, regarding supplies and work-related questions. This is based on a monthly  
7 cell phone bill of approximately \$100 and 25% work usage rate, which equates to  
8 approximately \$5.77 owed per week. The maximum exposure for this claim is  
9 \$115,148.08. This amount does not take into account any potential risks with respect to  
10 Plaintiff certifying the claim, proving the merits, or proving damages. Defendants  
11 heavily disputed whether use of personal cell phones was required given that Defendants  
12 had phones in their restaurants available for employees to use. Defendants contended  
13 that the use of any applications on a personal device or using cell phones to  
14 communicate with supervisory employees and/or clients was, at most, a personal choice  
15 of convenience by Class Members. Furthermore, it is unlikely that Class Members all  
16 had their own standalone cell phone plans as opposed to being billed as additional lines  
17 on a pre-existing plan. In my experience there has always been a range of individuals  
18 whose cell phone plans are \$30-\$60 per month as additional lines on a pre-existing plan.  
19 Thus, it is unlikely that the full amount of damages Plaintiff calculated would be  
20 established even if Plaintiff was successful in certifying the class and establishing  
21 liability. Based on these risks, I believe a more realistic range of recovery for this claim  
22 would be between \$34,544.42 to \$46,059.23 (60% to 70% reduction based on risk);
- 23 f) Wage Statement Violations: This claim is derivative of Plaintiff's overtime, minimum  
24 wage, meal and rest period claims. The maximum exposure for this claim is \$749,350,  
25 which is calculated based on an initial violation of \$50 per pay period per employee and  
26 assumes a violation in each of the 14,987 pay periods within the one (1) year penalty  
27 statute of limitations. This amount does not take into account any potential risks with  
28 respect to Plaintiff certifying the claim, proving the merits, or proving damages.

1 Because this claim is derivative of Plaintiff’s other claims, the same risks identified  
2 above for the minimum wage, overtime, meal period, and rest period claims apply here  
3 as well, substantially affecting the potential value of this claim. Furthermore, under the  
4 California Supreme Court case, *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th 1056  
5 (2024), employers have a good faith dispute defense against wage statement claims.  
6 Given the factual and legal disputes presented in this fact, I believe it is likely that a  
7 Court would find a good faith dispute exists. Thus, I believe it is more realistic that  
8 there would be no recovery for this claim;

9 g) Waiting Time Penalties: This claim is derivative of the overtime, minimum wage, meal  
10 and rest period claims. The maximum damages for this claim are \$2,135,328.05. This  
11 amount does not take into account any potential risks with respect to Plaintiff certifying  
12 the claim, proving the merits, or proving damages. The maximum damages were  
13 calculated based on the \$16.79 average hourly rate, 748 former employees within the  
14 three (3) year penalty statute of limitations, and an average of 5.67 hours worked per  
15 shift. Plaintiff utilized the full 30 days to calculate the total amount due for each  
16 formerly employed Class Member. Because it is derivative of Plaintiff’s claims asserted  
17 above, it carries all the same risks. Similar to claims for liquidated damages for  
18 minimum wages and wage statement violations, waiting time penalties are subject to a  
19 good faith dispute defense. *See Diaz v. Grill Concepts Servs., Inc.*, 23 Cal.App.5th 859,  
20 868 (2018). For the same reasons as stated above, it is likely that a good faith dispute  
21 would be found and the value associated with this claim would be eliminated entirely;

22 h) PAGA: This claim is derivative of the Labor Code violations identified above and would  
23 be subject to all the same risks as the underlying claims it is based on. Again, we did  
24 not find any prior Labor Commissioner or court decisions that stated Defendants’  
25 practices and/or policies were improper, so the exposure analysis is based on an “initial  
26 violation” valuation being adopted by any fact finder if this matter went to trial. *See*  
27 *Amaral*, 163 Cal.App.4th at 1207-1209. Based on the sample payroll data, the  
28

1 maximum exposure for this claim is \$7,988,350.20, which was calculated per violation  
2 as follows:

- 3 • *Minimum Wages*: \$1,498,700 (14,987 pay periods x default \$100 per pay period  
4 per Labor Code section 2699(f));
- 5 • *Overtime Wages*: \$0 (as stated above, shifts were typically only 3 to 6 hours in  
6 length, resulting in no overtime hours worked);
- 7 • *Meal Periods*: \$134,883 ([14,987 pay periods x 18% violation rate] x \$50 per  
8 pay period per Labor Code section 558);
- 9 • *Rest Periods*: \$554,519 ([14,987 pay periods x 37% violation rate] x default  
10 \$100 per pay period per Labor Code section 2699(f));
- 11 • *Wage Statements*: \$1,498,700 (14,987 pay periods x default \$100 per pay period  
12 per Labor Code section 2699(f));
- 13 • *Waiting Time Penalties*: \$1,014,648.20 (307 former employees within the  
14 penalty statute of limitations. Calculated the same as waiting time penalties  
15 pursuant to Labor Code section 256 [\$19.43 average hourly rate x 5.67-hour day  
16 x 30 days = \$3,305.04. 307 former employees x \$3,305.04 = \$1,014,648.20]);
- 17 • *Reimbursement*: \$1,498,700 (14,987 pay periods x default \$100 per pay period  
18 per Labor Code section 2699(f));
- 19 • *Failure to Maintain Accurate Records*: \$289,500 (\$500 x 579 employees within  
20 the penalty statute of limitations per Labor Code section 1174.5);
- 21 • *Sick Leave*: \$1,498,700 (per pay period violation rate of 100% x 14,987 pay  
22 periods x default \$100 per pay period per Labor Code section 2699(f));

23 These amounts do not take into account any of the risks in proving the merits of the  
24 underlying claims that the PAGA damages are based on. The identified risks would  
25 likely eliminate several of the claims (e.g. minimum wages & waiting time penalties),  
26 and/or substantially reduce the number of pay periods at issue due to the inability to  
27 prove the claims in every pay period for every employee. In addition to the risks on the  
28 merits, I believe the Court may exercise its discretion to reduce PAGA penalties in this

1 case because a majority of the civil penalties sought would be in addition to amounts  
2 owed for substantive violations, some of the violations are due to technical non-  
3 compliance with the Labor Code, such as derivative wage statement violations, several  
4 of the violations under different statutes arise from the same, singular conduct (*e.g.* off-  
5 the-clock work and meal and rest period violations). Defendants produced wage and  
6 hour policies and other documents related to attempts at complying with the California  
7 Labor Code that a Court may find demonstrates a good faith attempt at compliance, and  
8 there were several instances where the actual substantive loss experienced by Aggrieved  
9 Employees was substantially less per pay period than the potential maximum penalty  
10 that could be imposed. Courts are statutorily authorized to use discretion to reduce  
11 penalties and the range of discretion used varies substantially. *See Thurman v. Bayshore*  
12 *Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v.*  
13 *Covidien Inc.*, 2011 WL 7563047, \*3–4 (C.D. Cal. 2011) (82% reduction); *Magadia v.*  
14 *Wal-Mart Associates, Inc.*, 384 F.Supp.3d 1058, 1104 (N.D. Cal. 2019) (80% reduction);  
15 *Hamilton v. Juul Labs, Inc.*, 2021 WL 5331451, \*9-\*10 (N.D. Cal. 2021). The 82%  
16 reduction equates to roughly \$9-\$18 worth of civil penalties per pay period per  
17 employee depending on the total potential value of the civil penalty (*i.e.* \$50-\$100),  
18 which is more in line with actual awards based on my experience and review of awards  
19 in other cases. Thus, even if using the maximum values and setting aside risks of  
20 proving the claims on the merits, the total exposure may be cut to approximately  
21 \$1,437,903.04 (82% reduction) to \$5,591,845.14 (30% reduction) or lower. It is  
22 important to note that this discretionary reduction is completely separate and in addition  
23 to any risks on the merits. Given the substantial risks associated with the claims, I  
24 believe the amount that might ultimately be awarded under this claim would be  
25 significantly lower than the maximum civil penalties available. I believe allocating  
26 \$100,000 to the PAGA claims in this case is appropriate, especially in light of amounts  
27 that Courts have approved as reasonable valuations in other cases. *See Nordstrom Com.*  
28 *Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of

1 PAGA claims based on their being disputed and being part of a class settlement which  
2 was evaluated based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing*  
3 *Sols., Inc.*, 2022 WL 2318173, \*8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA  
4 settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*,  
5 2018 WL 4773057, \*9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6%  
6 of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016  
7 WL 5462451, \*7 (N.D. Cal. 2016) (approving \$10,000 PAGA settlement allocation  
8 where total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total  
9 estimated value); *Davis v. Cox Commc 'ns California, LLC*, 2017 WL 1496407, \*1 (S.D.  
10 Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement);  
11 *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, \*5 (S.D. Cal. 2014) (approving \$2,500  
12 PAGA allocation when attorneys' fees award alone amounted to \$200,000); *Jack v.*  
13 *Hartford Fire Ins. Co.*, 2011 WL 4899942, \*6 (S.D. Cal. 2011) (approving \$3,000  
14 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010  
15 WL 2196104, \*2 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, \*1,  
16 \*9 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement);  
17 *Syed v. M-I, L.L.C.*, 2017 WL 714367, \*13 (E.D. Cal. 2017) (approving \$100,000  
18 PAGA allocation in \$3,950,000 gross settlement amount allocated to California class  
19 even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated  
20 potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, \*6-\*7 (E.D. Cal.  
21 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz*  
22 *Food Prod., Inc.*, 2012 WL 5941801, \*14 (E.D. Cal. 2012) (\$10,000 PAGA allocation  
23 from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL  
24 672645, \*1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement  
25 fund).

26 10. In summary, Plaintiff's gross recovery of \$750,000 under the Agreement equals  
27 approximately 6.2% of the maximum value of the claims in this matter (\$12,147,369.11) and between  
28 12.3% and 43.7% of the more realistic range of recovery (\$1,757,933.21 to \$6,108,524.62). After

1 deducting the proposed allocations for attorneys' fees and costs, any Enhancement Payment, Settlement  
2 Administrator Costs, and the PAGA Payment from the Gross Settlement Amount, the net recovery  
3 under the Agreement, \$347,500, represents approximately 2.9% of the maximum value of the claims in  
4 this matter. The net recovery also represents between 5.7% and 19.8% of the more realistic range of  
5 recovery. The average net award is approximately \$378.95 which is the equivalent of approximately  
6 \$17.41 per workweek. I believe the Agreement is fair, reasonable, and adequate, representing a  
7 reasonable compromise of claims based on the legal and factual disputes in this case. The ability to  
8 secure a guaranteed settlement now and ensure Class Members receive some compensation, rather than  
9 proceed to further litigation and potentially recover nothing, was a motivating factor in reaching this  
10 Agreement.

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

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

1 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business &*  
2 *Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar  
3 Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society  
4 and an officer for the Latino Law Students Association from 2009 to 2010.

5 13. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda  
6 Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp.  
7 became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent  
8 rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to 2023, I was  
9 recognized as a Super Lawyer (Rising Star). From 2024 to present, I have been recognized as a Super  
10 Lawyer. I have been a panel speaker and presented a number of seminars covering issues in wage and  
11 hour litigation in general and complex class and PAGA litigation in particular. These engagements  
12 include the following: (1) *Epic Systems*, PAGA, and the Future of Employment Arbitration in  
13 California (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions and PAGA Claims (Assoc.  
14 of Defense Counsel of Northern California & Nevada, Jul. 2020); (3) Mediation: The Experienced Trial  
15 Lawyers Perspective (Sacramento County Bar Assoc., Sept. 2020); (4) How to Become a Pivotal Part  
16 of Any Wage and Hour Practice Group (Sacramento County Bar Assoc., Mar. 2021); (5) Emerging  
17 Trends and Issues Relating to Arbitration and PAGA Claims in a Post-*Viking River Cruises* World  
18 (Sacramento County Bar Assoc., Nov. 2022). I was elected to the Sacramento County Bar Association  
19 Labor and Employment Law Section’s executive committee in 2019 and was the Chair of the executive  
20 committee for 2022. I have also been a member of the Presiding Judge Civil Law Advisory Committee  
21 for Sacramento County Superior Court since August 2020. My practice focuses on complex civil  
22 litigation, including wage and hour class actions, PAGA claims, and Fair Labor Standards Act  
23 (“FLSA”) claims. I am actively involved in most all of the complex litigation handled by our firm.  
24 Class and/or PAGA actions I have litigated or am currently litigating, including the instant case,  
25 includes, but is not limited to, the following:

- 26 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 27 • *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 28 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);

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- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080 (San Joaquin Sup. Ct.);
- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup. Ct.);
- *Barkhousen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup. Ct.);
- *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-00271174 (Sac. Sup. Ct.);
- *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac. Sup. Ct.);
- *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
- *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
- *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-00222101 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);

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- *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hellum v. AI Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-EFB (E.D. Cal.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);

- 1 • *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- 2 • *Salmon v. Ovarions Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.) ;
- 3 • *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.) ;
- 4 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 5 • *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- 6 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 7 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.
- 8 Sup. Ct.);
- 9 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- 10 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

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

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

1 Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class  
2 Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21,  
3 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the  
4 Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour  
5 Panel and AB 1825 Training: Updates on California’s New Wage Laws and Manager Compliance  
6 Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section –  
7 PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento  
8 Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of  
9 Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and  
10 Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association -  
11 PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017);  
12 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a  
13 Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013,  
14 was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized  
15 as a Super Lawyer from 2014 to present.

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

- 25 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 26 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 27 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 28 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);

- 1 • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 2 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 3 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 4 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 5 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
- 6 Sup. Ct.);
- 7 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (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 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. 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 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 22 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- 23 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242
- 24 (San Joaquin Sup. Ct.);
- 25 • *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- 26 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac.
- 27 Sup. Ct.);
- 28 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);

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- *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.);
- *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup. Ct.);
- *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (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 • *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- 5 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- 6 • *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- 7 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

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

11 18. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr.  
12 Konini graduated from Seton Hall University School of Law. Prior to moving to California, he  
13 practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of  
14 individual and class action cases, including those involving wage and hour claims, Private Attorney  
15 General Act claims, wrongful termination claims, discrimination claims, retaliation claims, and  
16 harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing  
17 as an associate at my firm from approximately April 2019 to February 2021. He rejoined my firm in  
18 September 2022. Mr. Konini has experience drafting written discovery, taking and defending  
19 depositions, calculating class-wide damages, interviewing putative class members, drafting motions  
20 and briefs on complex class action procedures, negotiating class and individual damages claims, and  
21 communicating with opposing counsel regarding these items in navigating the litigation. Mr. Konini  
22 has also worked on other class and/or PAGA wage and hour actions that my firm has filed, namely  
23 *Bertelli v. Air Products and Chemicals, Inc.*, Case No. 34-2018-00236898 (Sac. Sup. Ct.), *Carr v.*  
24 *Howroyd-Wright Employment Agency, Inc.*, Case No. 34-2018-00228290 (Sac. Sup. Ct.), *Gomez v.*  
25 *Vander Schaaf Dairy, et al.*, Case No. STK-CV-UOE-2020-0003954 (San Joaquin Sup. Ct.), *Haggins*  
26 *v. Kelly Services, Inc.*, Case No. 34-2017-00220473 (Sac. Sup. Ct.), *Hussaini v. Integrated Resources,*  
27 *Inc., et al*, Case No. 34-2021-00297152 (Sac. Sup. Ct.), *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental*  
28 *Corporation (D/B/A Children's Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072

1 (Sac. Sup. Ct.), *Lear v. Raxium, Inc.*, Case No. 21CV004358 (Alameda Sup. Ct.), *Serrano v. Cool*  
2 *Time, LLC*, Case No. 34-2021-00312356 (Sac. Sup. Ct.), *Grebe v. Mary Ann's Baking Co., Inc.*, Case  
3 No. 34-2020-00285254-CU-OE-GDS (Sac. Sup. Ct.), *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No.  
4 20CV01255 (Butte Sup. Ct.), *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac.  
5 Sup. Ct.), *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.  
6 Sup. Ct.), *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup.  
7 Ct.), *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct). Mr.  
8 Konini's practice largely revolves around wage and hour matters, including class and PAGA claims.

9           19. I am requesting attorneys' fees and costs pursuant to the common fund doctrine as I  
10 believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977),  
11 *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v.*  
12 *Graulty*, 886 F.2d 268, 271 (9th Cir. 1989). Plaintiff and our firm have been able to secure an  
13 identifiable benefit on behalf of the class and equity counsels that the cost of the representation should  
14 be borne equally amongst all class members receiving these benefits. The settlement recovery provides  
15 an excellent result and is the product of substantial time and effort in analyzing the facts and law  
16 applicable to this case. I agreed to take this case on a contingency basis and as a class action with the  
17 possibility that I would not receive any compensation for my time and efforts due to issues regarding  
18 the merits and/or certification and have carried that risk over the course of the case. I have reviewed  
19 fee arrangements and Court ordered fee awards in similar class cases and I believe that the thirty-five  
20 percent (35%) fee request is within the accepted ranges. In my experience with contingency cases in  
21 employment law cases, the typical percentage negotiated between parties ranges from thirty-five to  
22 forty percent (35% to 40%) in individual litigation. In class action litigation, my experience in my own  
23 firm and working with several other firms has been that the typical percentage negotiated between  
24 parties and approved by a court ranges from thirty to forty percent (30% to 40%) based on the same  
25 factors. I have also reviewed several recent Federal District Court Cases where the Court has approved  
26 common fund based fee requests. These cases include *Martin v. AmeriPride Servs., Inc.*, 2011 WL  
27 2313604, \*8 (S.D. Cal. 2011) (collecting cases and noting fee awards may range between 30%-40%  
28 where the gross settlement amount is less than \$10 million); *Singer*, 2010 WL 2196104, \*8 (collecting

1 cases wherein the fee awards ranged from 33.33% to 40% of the gross settlement amount, including  
2 *Ingalls v. Hallmark Mktg. Corp.*, 08cv4342 VBF (Ex), Doc. No. 77, ¶ 6 (C.D. Cal. Oct. 16, 2009)  
3 [awarding 33.33% fee in a \$5.6 million wage and hour class action settlement], *Birch v. Office Depot,*  
4 *Inc.*, Case No. 06cv1690 DMS (WMC), Doc. No. 48, ¶ 13 (S.D. Cal. Sept. 28, 2007) [awarding a 40%  
5 fee in a \$16 million wage and hour class action settlement], and *Rippee v. Boston Mkt. Corp.*, Case No.  
6 05cv1359 BTM (JMA), Doc. No. 70, at 7–8 (S.D. Cal. Oct. 10, 2006) [awarding a 40% fee in a \$3.75  
7 million wage and hour class action settlement]). I believe my request of \$262,500 (approximately  
8 35%) for attorneys’ fees is justified given the results obtained on behalf of the class. The expected total  
9 costs through final approval by Class Counsel are not expected to exceed \$10,000. Filed with this  
10 Motion as Exhibit E is a true and correct copy of the costs incurred to date and expected to be incurred  
11 through the completion of this case by Shimoda & Rodriguez Law, PC. Any difference in the actual  
12 costs and the maximum amount allocated under the Agreement will be added to the Net Settlement  
13 Amount.

14 20. I have used several class action administrator companies in the wage and hour class  
15 actions I have resolved in the past and believe Apex Class Action, LLC will provide the best service to  
16 administer the proposed class settlement. Apex Class Action, LLC has provided a quote for the  
17 estimated maximum cost of administering the class settlement of approximately \$14,990. A true and  
18 correct copy of a cost estimate provided by Apex Class Action, LLC is filed with this Motion as Exhibit  
19 D. This is only an estimate, and final pricing may vary depending on the issues, if any, that arise during  
20 the administration of the settlement. However, the difference between the actual, lesser costs and  
21 \$20,000, if any, will be paid to the Participating Class Members on a pro rata basis.

22 21. A copy of the Agreement and the entire Motion was submitted to the LWDA for review  
23 at the same time the Motion was submitted to the Court pursuant to California Labor Code section  
24 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents were  
25 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as  
26 Exhibit G.

27 22. A true and correct copy of the proposed Notice of Settlement is being filed with this  
28 Motion as Exhibit F. The Notice of Settlement will direct Class Members to the Court’s public access

1 web portal and provide instructions on how to search for the case to find electronic copies of all filed  
2 documents in this case and other pertinent case information found on the Court's public access web  
3 portal. I believe utilizing the public access web portal is a superior method for online/electronic notice  
4 to Class Members for several reasons. First, the case information and relevant settlement documents  
5 will remain available for much longer on the public access web portal than on an administrator's  
6 website. Generally, case web pages created by administrators are taken down shortly after any  
7 compliance hearing whereas the case information on the public access web portal will remain available  
8 for several years after any compliance hearing. Second, there are no added costs to Class Members in  
9 utilizing the public access web portal. To the extent a Class Member has the means to access an  
10 administrator web page (*e.g.* phone/computer & internet service), they will also be able to access the  
11 public access web portal. There is no charge on the public access web portal for searches utilizing case  
12 numbers and the Notice of Settlement will provide instructions for searching by case number. Third,  
13 utilizing the public access web portal will result in fewer costs associated with settlement  
14 administration, resulting in more funds to distribute to Class Members. Fourth, utilizing the public  
15 access web portal will give Class Members a greater ability to keep apprised of the case status heading  
16 into any final approval hearing(s) and/or compliance hearing(s). Finally, it will also help in  
17 effectuating notice of final judgment to Class Members. To the extent final approval is granted, we  
18 will file a notice of entry of judgement. For the reasons already stated above, the ease of access and  
19 longevity of records on the public access web portal will make it easier for Class Members to obtain  
20 and review the notice of judgment well into the future.

21 23. The designated *cy pres* beneficiary in this case is Capital Pro Bono, Inc. ("CPB"). Only  
22 those funds that remain from uncashed settlement checks will be sent to the *cy pres* beneficiaries  
23 pursuant to section 5.6 of the Agreement.

24 24. CPB is a 501(c)(3) nonprofit in good standing with the State of California that was  
25 established in 1981 and incorporated in 1986 to provide free civil legal services to the indigent,  
26 primarily through the use of volunteer attorneys. The formal service area includes Sacramento, Yolo,  
27 San Joaquin, El Dorado and Placer counties, however it also regularly provides assistance, whether in  
28 person or by phone, to individuals residing outside those counties, including Solano, Nevada, Merced,

1 Sutter, Yuba, and Stanislaus counties. CPB changed its name in 2020 from Voluntary Legal Services  
2 Program of Northern California (VLSP”) to Capital Pro Bono, Inc. CPB has been the recipient of *cy*  
3 *pres* funds from several jurisdictions in the State of California, including from Sacramento County  
4 Superior Court.

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

15 26. I believe the services provided by CPB promote the law consistent with the objective of  
16 wage and hour class actions in general and in this case specifically.

17 27. I have spoken with every other attorney at my firm to determine whether they have any  
18 relationship with the proposed *cy pres* beneficiary.

19 28. I have volunteered for CBP numerous times over the past several years, either directly in  
20 the advice clinics or by presenting seminars on wage and hour laws for law students seeking to also  
21 volunteer at advice clinics. I have also volunteered by sitting on CPB’s advisory committee. This  
22 organization is a non-profit that assists low-income workers throughout California, giving free legal  
23 advice regarding employment law issues and representing employees with wage claims before the  
24 California Labor Commissioner. I have witnessed firsthand the quality service and attention this entity  
25 provides to individuals in need of employment law advice and representation at the California Labor  
26 Commissioner.

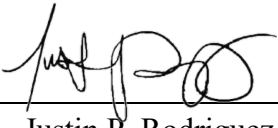
27 29. Galen T. Shimoda has volunteered CBP on and off over the past several years through  
28 either presenting wage and hour seminars to law students who staff the free advice clinics or helping at

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the advice clinics themselves. However, Mr. Shimoda has not performed any volunteer work with CBP since approximately March 2020. Mr. Shimoda has never received payment or compensation of any kind in connection with any work he’s done with the proposed *cy pres* beneficiary. Renald Konini has never done any work, volunteer or otherwise with Capital Pro Bono, Inc.

30. Neither my firm, myself, Mr. Konini, nor Mr. Shimoda have ever received any compensation, direct or indirect, for designating CPB as *cy pres* beneficiary or in connection with any of the volunteer work we have done with the organization.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 19, 2026 in Sacramento, California.

  
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Justin P. Rodriguez