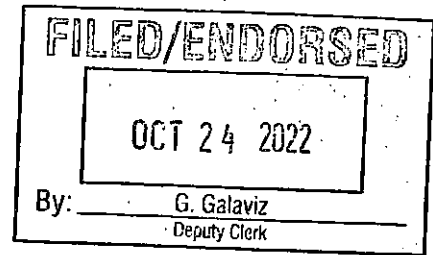


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Attorneys for Plaintiff BLAKE MCMAHON



8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**

11 **BLAKE MCMAHON, individually, and on**
12 **behalf of all others similarly situated,**

13 **Plaintiff,**

14 **vs.**

15 **AIRCO MECHANICAL, INC., a California**
16 **Corporation; and DOES 1 to 100, inclusive,**

17 **Defendants.**

Case No. 34-2019-00259269

CLASS ACTION

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

Reservation No. 2675831

Date: November 18, 2022

Time: 9:00 a.m.

Dept.: 25

Judge: Hon. Jill H. Talley

BY FAX

Filed: June 25, 2019

FAC Filed: September 19, 2019

SAC Filed: May 20, 2020

TAC Filed: April 23, 2021

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 Blake McMahon ("Plaintiff") herein. I am making this
4 declaration on behalf of the named Plaintiff, the putative class members, and in support of Plaintiff
5 Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"). A true and
6 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 failed to pay minimum wages, failed to pay overtime wages, failed to provide meal
10 periods, failed to provide rest periods, failed to provide accurate wage statements, failed to timely pay
11 final wages, and engaged in unfair competition. Plaintiff also alleged liability for civil penalties under
12 the Private Attorneys General Act ("PAGA"). These claims were based on allegations that Defendants
13 violated California law by 1) failing to pay all hours worked, including overtime wages and minimum
14 wages due to alleged work off-the-clock and rounding of hours worked; 2) failing to provide wage
15 statements accurately itemizing all of the information required by Labor Code section 226(a); 3) failing
16 to timely pay all final wages owed; 4) failing to provide all meal periods; 5) failing to provide all rest
17 periods; and 6) failing to maintain record of all start and end times for shifts worked and meal periods.
18 The PAGA, waiting time penalty, and unfair competition claims also derive from these violations.

19 3. Plaintiff is the only named representative in this matter. From our initial investigations
20 of Plaintiff's claims and documents, we believed these claims had merit and could be maintained as a
21 class action. We filed the action on or about June 25, 2019. Plaintiff exhausted administrative
22 remedies through the Labor and Workforce Development Agency ("LWDA") prior to amending the
23 Complaint to add a PAGA claim. Plaintiff filed a notice with the LWDA on June 25, 2019, setting
24 forth the facts and theories of liability. A true and correct copy of the operative notice filed with the
25 LWDA is being filed with this Motion as Exhibit C. A copy of the notice was also sent to Defendant
26 via certified mail and the \$75.00 filing fee was remitted to the LWDA at that time. There was no
27 response by the LWDA regarding its intent to investigate the claims alleged in Plaintiff's notice for
28 more than 65 days. As such, Plaintiff became authorized to commence a civil action under the PAGA

1 and filed a First Amended Complaint on September 19, 2019 to add a PAGA cause of action. Plaintiff
2 subsequently filed a Second Amended Complaint and Third Amended Complaint to clarify the scope of
3 the class. A true and correct copy of Plaintiff's operative Complaint is filed with this Motion as Exhibit
4 B. A copy of the Complaint was uploaded to the LWDA on May 19, 2021, after we received an
5 endorsed copy back from Court.

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

7 5. Defendant is represented in this matter by Boutin Jones, Inc. From the beginning,
8 Defendant has contested the merits of this case, the suitability of the case for class action or
9 representative treatment, the manageability of the case at trial, and Plaintiff's ability to prove a violation
10 in each pay period for each employee among other defenses and contentions they made challenging the
11 propriety of this action. Defendant further contended, even assuming there was a finding supporting
12 the imposition of PAGA penalties, that the Court would likely exercise its discretion to substantially
13 reduce any such penalties owed based on evidence of good faith attempts to comply with California
14 Labor Code obligations by Defendant. Notwithstanding its agreement to settle this matter, Defendant
15 believes the practices Plaintiff is contending are unlawful either do not exist or, to the extent they do
16 exist, fully comply with all state and federal employment laws with respect to Plaintiff and Class
17 Members. Also, Defendant has contended that a majority of class members were subject to Collective
18 Bargaining Agreements and were paid at least 30% more than the minimum wage causing them to be
19 exempt from the Labor Code with respect to overtime wages, meal periods, and rest periods. At the
20 time of mediation, a motion to strike filed by Defendant to determine the proper scope of the class was
21 pending. Plaintiff disputed this contention asserting that if any class member under a particular
22 Collective Bargaining Agreement was not paid more than 30% more than the minimum wage, that all
23 individuals under the Agreement would not meet the test for the exemption. There is no binding
24 California authority on point, only district court decisions.

25 6. Based on the expected testimony from Plaintiff and Class Members, a review of
26 Defendant's policies and procedures and other documents relating to the alleged claims, information on
27 the number of Class Members, Class Members' workweeks, Class Members' pay periods, and a
28 representative sample of Class Members' time and payroll data, the scope of the potential damages to

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

15 7. My office, including my partner, Galen T. Shimoda, my associate, Brittany V. Berzin,
16 our paralegals, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the
17 claims and potential damages for such claims. The parties engaged in formal and informal discovery
18 and exchange of documents, including a representative sampling of employee data, such as time records,
19 payroll data and relevant policies for the entirety of the statute of limitations applicable to the alleged
20 claims. 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. From this production we were able to determine information critical to a reliable damages
24 analysis such as the average hourly rate, average daily hours worked, average number of workweeks and
25 pay periods that had potential violations based on the asserted claims, the frequency with which
26 violations occurred in a given week and/or pay period, and the number of former employees. This
27 information allowed my office to assess both liability and damages and create an accurate damages
28 model. Plaintiff assisted in all aspects of this litigation including providing factual information relating

1 to Plaintiff's and Class Members' employment conditions, providing a substantial number of documents,
2 and answering questions regarding Defendant's factual contentions in this matter. This was important
3 because it directly related to our ability to maintain this case as a class action and our ability to obtain a
4 favorable settlement for the class.

5 8. Throughout this litigation our office had numerous communications with Defendant's
6 Counsel discussing our respective positions. The parties engaged in mediation on September 1, 2022,
7 using an experienced mediator, Lisa Klerman, Esq. It was only after more than three years and
8 extensive, arm's length negotiations that the parties were able to reach a settlement. The negotiations
9 were at all times contentious and adversarial, though still professional in nature.

10 9. The parties reviewed and analyzed substantial amounts of data regarding the class
11 claims. Based on our analysis and review of all relevant documents and Class Member information, I
12 have determined that the maximum damages for the asserted class claims is approximately
13 \$17,666,515.88, which includes civil penalties under the PAGA. The likely exposure for PAGA
14 penalties is approximately \$9,296,097.98 based on the counts alleged to the LWDA and the class data.
15 Based on our research, we did not find any prior Labor Commissioner or court decisions that stated
16 Defendants' practices and/or policies were improper. As such, a "subsequent violation" may not be
17 found for penalty calculation purposes and the exposure analysis here is based on an "initial violation"
18 valuation being adopted by any fact finder if this matter went to trial.

19 10. However, I believe the PAGA penalties in this case may be reduced due to the fact that
20 the penalties would be in addition to amounts owed for substantive violations and much of the penalties
21 are based on violations due to technical non-compliance with the Labor Code. Furthermore,
22 Defendants produced a substantial number of documents that a Court may find demonstrates a good
23 faith attempt at compliance that merits the reduction of civil penalties. Courts regularly cut civil
24 penalties on PAGA claims where statutory penalties for the same violations are assessed as well.
25 Courts are statutorily authorized to use discretion to reduce penalties and the range of discretion used
26 varies substantially. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012)
27 (30% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, *9 (C.D. Cal. 2011)
28 (82% reduction). Thus, civil penalties may be cut to approximately \$1,673,297.64 (82% reduction) or

1 lower given the derivative recovery. Taking this into account, the likely recovery if Plaintiff were
2 successful at trial on proving all the substantive class damages plus civil penalties after a reduction of
3 the PAGA penalties would be approximately \$10,043,715.54. Taking this into account, Plaintiff's
4 \$445,000 gross recovery under the Agreement represents approximately 4.4% of the maximum likely
5 value in this matter. After deducting from the Gross Settlement Amount the proposed allocations for
6 attorneys' fees (\$155,750) and costs (\$17,500), any Enhancement Payment to the Class Representative
7 (\$15,000), Claims Administrator Costs (\$11,500), and the 75% portion of the PAGA Payment to the
8 LWDA (\$7,500), the net recovery under the Agreement represents approximately 2.4% of the
9 maximum likely value in this matter. The average net award is approximately \$392.34. I believe the
10 Agreement represents a reasonable compromise of claims based on the legal and factual disputes in this
11 case. The ability to secure a guaranteed settlement now and ensure Class Members receive some
12 compensation, rather than proceed to further litigation and potentially recover nothing, was a
13 motivating factor in reaching this Agreement.

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

22 12. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law
23 practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
24 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the
25 Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two
26 recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the
27 University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris
28 Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at

1 McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my
2 legal research and writing course, a Witkin Award in complex civil litigation, being a member of the
3 Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from
4 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business &*
5 *Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar
6 Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society
7 and an officer for the Latino Law Students Association from 2009 to 2010.

8 13. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda
9 Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp.
10 became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent
11 rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to present, I have
12 been recognized as a Super Lawyer (Rising Star). In September 2018, I was a panel speaker for the
13 Sacramento County Bar Association Labor and Employment Law Section's presentation of "*Epic*
14 *Systems, PAGA, and the Future of Employment Arbitration in California.*" In July 2020, I was a panel
15 speaker for the Association of Defense Counsel of Northern California & Nevada presentation of
16 "Class Actions and PAGA Claims." My practice focuses on complex civil litigation, including wage
17 and hour class actions, PAGA claims, and Fair Labor Standards Act ("FLSA") claims. I am actively
18 involved in most all of the complex litigation handled by our firm. Class and/or PAGA actions I have
19 litigated or am currently litigating, including the instant case, includes, but is not limited to, the
20 following:

- 21 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 22 • *Adams-Angway 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 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 16 • *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-
17 EFB (E.D. Cal.);
- 18 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 19 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 20 • *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 21 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
22 00082201 (Sac Sup. Ct.);
- 23 • *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- 24 • *Salmon v. Ovarions Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.);
- 25 • *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- 26 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 27 • *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- 28 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);

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

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

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

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

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

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

- 1 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 2 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
- 3 Ct.);
- 4 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
- 5 Ct.);
- 6 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
- 7 Sup. Ct.);
- 8 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 9 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
- 10 Ct.);
- 11 • *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 12 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
- 13 00209613 (Sac. Sup. Ct.);
- 14 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 15 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 16 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- 17 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242
- 18 (San Joaquin Sup. Ct.);
- 19 • *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- 20 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac.
- 21 Sup. Ct.);
- 22 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 23 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 24 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac.
- 25 Sup. Ct.);
- 26 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 27 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 28 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);

- 1 • *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- 2 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- 3 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 4 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 5 • *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- 6 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 7 • *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- 8 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 9 • *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- 10 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
- 11 Sup. Ct.);
- 12 • *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- 13 • *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- 14 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 15 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 16 • *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- 17 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
- 18 00082201 (Sac Sup. Ct.);
- 19 • *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac.
- 20 Sup. Ct.);
- 21 • *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- 22 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 23 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 24 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.
- 25 Sup. Ct.);
- 26 • *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- 27 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- 28 • *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and

- 1 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

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

5 18. My associate, Brittany V. Berzin, Esq., also worked with me on this matter and was
6 critical in assisting with all aspects of the litigation of this case. Ms. Berzin attended and graduated
7 college from U.C. Davis, receiving a Bachelor of Arts in Psychology. She received her J.D. from the
8 University of the Pacific McGeorge School of Law. She joined Shimoda & Rodriguez Law, PC as a
9 law clerk in February 2015 where she gained civil litigation experience working on individual, class
10 action and PAGA employment cases throughout law school. She also participated in an employment
11 law clinic in 2015 and 2016 that helped low-income workers by providing free legal consultations,
12 advising employees of their legal remedies on a variety of matters (*e.g.*, wage and hour,
13 discrimination/harassment, California leave laws, unemployment, workers' compensation, retaliation,
14 and wrongful termination, etc.) under the supervision of an attorney, preparing wage claims, and
15 providing representation in wage claims before the California Labor Commissioner. From 2016-2017,
16 She completed an externship at the Federal Public Defenders Office as a Certified Law Student where
17 she obtained discovery, completed legal research, drafted motions, negotiated plea deals, represented
18 clients in a variety of hearings (*e.g.*, arraignments, motion hearings, sentencing hearings, etc.), and
19 defended a client against five misdemeanor charges in a jury trial in the United States District Court for
20 The Eastern District of California. Ms. Berzin was also a member of the nationally recognized
21 McGeorge Mock Trial Team and went on to coach a high school Mock Trial team in 2018 after
22 graduating from law school. In May 2017, she graduated from the University of the Pacific, McGeorge
23 School of Law with Great Distinction and was inducted into the Order of the Coif, graduating in the top
24 10% of her class. Ms. Berzin received the Witkin Award for Academic Excellence in Legal Research
25 and Writing, Civil Procedure, Bankruptcy, and Criminal Procedure. From 2020 to present, she has
26 been recognized as a Super Lawyer (Rising Star). Ms. Berzin has been a member of the executive
27 committee of the Sacramento County Bar Association Labor & Employment Section since January
28 2020, serving as Co-Chair of the committee in 2021. She has over seven years of experience working

1 on civil litigation in employment law matters. Most of that experience has been specific to analyzing
2 and litigating wage and hour claims. As an associate, Ms. Berzin has worked on a variety of individual,
3 class action, and PAGA cases involving wage and hour claims, such as failure to pay overtime, failure
4 to pay minimum wages, failure to provide meal and rest periods, failure to pay reimbursement
5 expenses, unlawful deductions, failure to keep accurate time records, failure to provide paid sick leave,
6 failure to pay all wages upon separation, unfair competition, breach of contract, independent contractor
7 misclassification, and salaried misclassifications. Some of the class action and/or PAGA cases she is
8 litigating and/or have litigated as lead or co-counsel, including this case, are as follows:

- 9 • *Arosemena v. Ranchhodraj, Inc., et al.*, Case No. STK-CV-UOE-2019-15963 (San Joaquin
10 Sup. Ct.);
- 11 • *Arroyo v. Epic Home Solar*, Case No. 34-2021-00310634 (Sac. Sup. Ct.);
- 12 • *Balli v. Brown Box Investments, Inc., et al.*, Case No. 34-2018-00232656 (Sac. Sup. Ct.);
- 13 • *Barkhausen, et al. v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin
14 Sup. Ct.);
- 15 • *Barrrios v. American Property Management, Inc.*, Case No. 1:18-cv-00352-AWI-SKO (E.D.
16 Cal.);
- 17 • *Blair v. Clark Wagaman Designs*, Case No. 34-2021-00313156 (Sac. Sup. Ct.);
- 18 • *Callahan v. Creative Alternatives, Inc., et al.*, Case No. 2027518 (Stanislaus Sup. Ct.);
- 19 • *Collazo v. T.O.P. Marketing Group, Inc.*, Case No. 34-2022-00314092 (Sac. Sup. Ct.);
- 20 • *Cristobal v. BAT Residential Services, Inc.*, Case No. FCS056331 (Solano Sup. Ct.);
- 21 • *Coronado v. MGD, Inc.*, Case No. STK-CV-UOE-2021-893 (San Joaquin Sup. Ct.);
- 22 • *Estrada v. MAD Security Services, Inc.*, Case No. 34-2021-00300627 (Sac. Sup. Ct.);
- 23 • *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- 24 • *Finance of America Wage And Hour Cases*, Case No. JCCP 5081 (Orange County Sup. Ct.);
- 25 • *Gomez, et al. v. Kleary Masonry, Inc.*, Case No. 34-2020-00278067 (Sac. Sup. Ct.);
- 26 • *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac. Sup. Ct.);
- 27 • *Gordon, et al. v. Hospice Source, LLC*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- 28 • *Green v. Warden Security Associates, Inc.*, Case No. 22CV396140 (Santa Clara Sup. Ct.);

- 1 • *Hampton v. Unlimited Security Specialists, Inc.*, Case No. CV2021-2130 (Yolo Sup. Ct.);
- 2 • *Hercules, et al. v. Maximus Services, LLC*, Case No. 34-2019-00268385 (Sac. Sup. Ct.);
- 3 • *Insixiengmay v. Hyatt Corporation*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal);
- 4 • *Kurtz v. Perimeter Security Group, LLC, et al.*, Case No. CU19-083650 (Nevada Sup. Ct.);
- 5 • *Leong-Call v. MRB Foods, Inc.*, Case No. 34-2020-00287486 (Sac. Sup. Ct.);
- 6 • *Magat v. Medical Care Professionals, Inc., et al.*, Case No. SCV0042579 (Placer Sup. Ct.);
- 7 • *Mayorga v. Brown Strauss, Inc.*, Case No. STK-CV-UOE-2020-0010906 (San Joaquin Sup.
- 8 Ct.);
- 9 • *McGhee v. Salute Incorporated*, Case No. 34-2022-00315317 (Sac Sup. Ct.);
- 10 • *Meals v. Grass Valley Extended Care, Inc., et al.*, Case No. CU19-083606 (Nevada Sup.
- 11 Ct.);
- 12 • *Munoz v. Wilmor And Sons Plumbing And Construction*, Case No. 34-2021-00306609 (Sac.
- 13 Sup. Ct.);
- 14 • *Neufield v. Professional Transportation, Inc.*, Case No. 34-2021-00309849 (Sac. Sup. Ct.);
- 15 • *Ruiz v. CTE Cal, Inc.*, Case No. 34-2020-00289168 (Sac. Sup. Ct.);
- 16 • *Saavedra, et al. v. SMF Global, Inc.*, Case No. 34-2018-00243363 (Sac. Sup. Ct.);
- 17 • *Scarano v. J.R. Putman, Inc., et al.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- 18 • *Scoggins, et al. v. Energy Star Construction, Inc.*, Case No. 34-2018-00243048 (Sac. Sup.
- 19 Ct.);
- 20 • *Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.);
- 21 • *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- 22 • *Tracy v. Von Housen's Sacramento, Inc.*, Case No. 34-2020-00282778 (Sac. Sup. Ct.);
- 23 • *Uribe v. Ecoguard Pest Management, Inc.*, Case No. 34-2021-00300650 (Sac. Sup. Ct.);
- 24 • *Vasquez v. Chriswell Home Improvements, Inc.*, Case No. 34-2021-00305938 (Sac. Sup.
- 25 Ct.);
- 26 • *Villarruel, et al. v. General Produce Company, et al.*, Case No. 34-2021-00311463 (Sac.
- 27 Sup. Ct.);
- 28 • *Walker v. Yan Kalika Dental Corporation*, Case No. 34-2021-00305106 (Sac. Sup. Ct.); and

1 • *Webb v. Professional Healthcare At Home, LLC*, Case No. FCS055317 (Solano Sup. Ct.).

2 19. I am requesting attorneys' fees and costs pursuant to the common fund doctrine as I
3 believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977),
4 *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v.*
5 *Graulity*, 886 F.2d 268, 271 (9th Cir. 1989). I will include a lodestar analysis to support this request
6 with Plaintiff's final approval motion. Plaintiff and our firm have been able to secure an identifiable
7 benefit on behalf of the class and equity counsels that the cost of the representation should be born
8 equally amongst all class members receiving these benefits. The settlement recovery provides an
9 excellent result and is the product of substantial time and effort in analyzing the facts and law
10 applicable to this case. We agreed to take this case on a contingency basis and as a class action with
11 the possibility that we would not receive any compensation for our time and efforts due to issues
12 regarding the merits and/or certification and have carried that risk over the course of the case. I have
13 reviewed fee arrangements and Court ordered fee awards in similar class cases and I believe that the
14 thirty-five percent (35%) fee request is within the accepted ranges. In my experience with contingency
15 cases in employment law cases, the typical percentage negotiated between parties ranges from thirty-
16 five to forty percent (35% to 40%) in individual litigation. In class action litigation, my experience in
17 my own firm and working with several other firms has been that the typical percentage negotiated
18 between parties and approved by a court ranges from thirty to forty percent (30% to 40%) based on the
19 same factors. I have also reviewed several recent Federal District Court Cases where the Court has
20 approved common fund based fee requests. These cases include *In re Activision Sec. Litigation*, 723
21 F.Supp. 1373, 1379 (N.D. Cal. 1989), *Watson v. Raytheon Company*, USDC Southern District, Case
22 No. 3:10-cv-0063, *Dirienzo v. Dunbar Armored, Inc.*, USDC Southern District, Case No. 3:09-cv-
23 02745, *Green, et al. v. Penske Logistics, L.L.C., et al.*, USDC Southern District, Case No. 3:09-cv-
24 00069, *Benitez et al. v. Wilbur*, USDC Eastern District, Case No. 1:08-cv-01122, *Chavez et al. v.*
25 *Petrissans et al.*, USDC Eastern District, Case No. 1:08-cv-00122, and *Willis et al. v. Cal-Western*
26 *Transport*, USDC Eastern District, Case No. 1:00-cv-05695, which are cited in Plaintiff Memorandum
27 of Points and Authorities. I believe my request of \$155,750 (approximately 35%) for attorneys' fees is
28 justified given the results obtained on behalf of the class. Moreover, at this time, my firm has advanced

1 all costs for Plaintiff and Class Members and has not received any compensation whatsoever for our
2 time expended in this case. The expected costs through final approval are not expected to exceed
3 \$17,500. Attached as Exhibit E is a true and correct copy of the costs incurred prior to the filing of this
4 Motion and the expected costs incurred through the final approval and fairness hearing. Any difference
5 in the actual costs and the maximum amount allocated under the Agreement will be added to the Net
6 Settlement Amount.

7 20. I have used several class action administrator companies in the wage and hour class
8 actions I have resolved in the past and believe ILYM Group, LLC will provide the best service to
9 administer the proposed class settlement. ILYM Group, LLC has provided a quote for the estimated
10 maximum cost of administering the class settlement of approximately \$11,500.00. A true and correct
11 copy of a cost estimate provided by ILYM Group, LLC is filed with this Motion as Exhibit D. This is
12 only an estimate, and final pricing may vary depending on the issues, if any, that arise during the
13 administration of the settlement. However, the difference between the actual, lesser costs and \$15,000,
14 if any, will be paid to the participating Class Members on a pro rata basis.

15 21. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
16 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
17 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents were
18 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
19 Exhibit G.

20 22. A true and correct copy of the proposed Notice of Settlement is being filed with this
21 Motion as Exhibit F.

22 23. The intended *cy pres* beneficiaries in this case are Capital Pro Bono, Inc. ("CPB") and
23 The Center For Workers Rights ("CFWR"). Only those funds that remain from uncashed settlement
24 checks will be sent to the *cy pres* beneficiaries pursuant to section 5.6 of the Agreement.

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

1 person or by phone, to individuals residing outside those counties, including Solano, Nevada, Merced,
2 Sutter, Yuba, and Stanislaus counties. CPB changed its name in 2020 from Voluntary Legal Services
3 Program of Northern California ("VLSP") to Capital Pro Bono, Inc. CPB has been the recipient of *cy*
4 *pres* funds from several jurisdictions in the State of California pursuant to California Code of Civil
5 Procedure section 384, including from Sacramento County Superior Court.

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

16 26. CFWR is also a qualified *cy pres* designee in class actions, under section 384, as it is a
17 501(c)(3) nonprofit in good standing with the State of California providing free civil legal services to the
18 indigent. Since its inception in 2014 and in partnership with Legal Aid at Work, the CFWR offers one-
19 on-one legal consultations for low-wage workers. The CFWR discusses employment issues with
20 workers and advises them as to the available legal remedies. In addition to individual counseling on
21 employment issues, the CFWR educates workers, unions, and community members about workplace
22 laws and remedies through "Know-Your-Rights" trainings conducted by the CFWR staff and volunteers.

23 27. The CFWR provides limited representation for low-wage workers in wage claims before
24 the California Labor Commissioner. The CFWR has provided services to low-wage workers in a variety
25 of industries across the entire state of California. CFWR primarily focuses on the enforcement of basic
26 workplace protections, including claims for unpaid wages, minimum wage violations, failure to pay
27 overtime, failure to pay reimbursement, waiting time penalties, and meal and rest period violations. The
28 CFWR helps workers navigate the wage claim process before the California Labor Commissioner

1 through advice given at its legal consultation clinics and/or, in some cases, through representing workers
2 in these claims. If the CFWR is approved as a *cy pres* beneficiary, the funds received will be dedicated
3 towards assisting low-wage workers with wage claims and enforcing the California Labor Code with
4 respect to those wage claims.

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

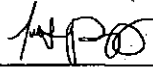
7 29. I have spoken with every other attorney at my firm to determine whether they have any
8 relationship with either of the proposed *cy pres* beneficiaries. Galen T. Shimoda, my partner, has
9 volunteered for both organizations on and off over the past several years through either presenting wage
10 and hour seminars to law students who staff the free advice clinics or helping at the advice clinics
11 themselves. However, Mr. Shimoda has not performed any volunteer work with either organization
12 since approximately March 2020. Mr. Shimoda has never received payment or compensation of any
13 kind in connection with any work he's done with either of the proposed *cy pres* beneficiaries.

14 30. Brittany V. Berzin, an associate attorney at my firm, has never done any work, volunteer
15 or otherwise with Capital Pro Bono, Inc. During law school, Ms. Berzin was a student volunteer for the
16 CFWR for two summers. Since graduating law school, she has volunteered for the CFWR
17 approximately one to two times per year, assisting in the advice clinic. She is currently the Chair of the
18 Board of Directors for CFWR. Ms. Berzin has never received payment or compensation of any kind in
19 connection with any work she's done with the CFWR.

20 31. I have volunteered for both CPB and the CFWR numerous times over the past several
21 years, either directly in the advice clinics or by presenting seminars on wage and hour laws for law
22 students seeking to also volunteer at advice clinics. I have also volunteered by sitting on CPB's
23 advisory committee. I have witnessed firsthand the quality service and attention these entities provide to
24 individuals in need of employment law advice and representation at the California Labor Commissioner.
25 I believe the services they provide directly support and promoted the purposes underlying this lawsuit. I
26 do not receive any compensation, whether direct or indirect, for my time spent volunteering for these
27 entities or for designating them as *cy pres* beneficiaries.

28 //

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed this 24th day of October 2022 in Elk Grove, California.
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6 Justin P. Rodriguez
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