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Attorneys for Plaintiffs
SHAYNIA VERNON and BENJAMIN CASTANEDA-RIVERA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

SHAYNIA VERNON, as an individual and
on behalf of all others similarly situated;
BENJAMIN CASTANEDA-RIVERA, as
an individual and on behalf of all others
similarly situated,

Plaintiffs,

vs.

MCLANE/SUNEAST, INC., a Texas
corporation; MCLANE FOODSERVICE,
INC., a Texas corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVSB2123367

[Assigned for All Purposes to Hon. David Cohn,
Dept. S-26]

**DECLARATION OF NICHOLAS
ROSENTHAL IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 30, 2022

Time: 10:00 a.m.

Dept.: S-26

Complaint Filed: August 12, 2021

Trial Date: None Set

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I, Nicholas Rosenthal, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, counsel of record for Plaintiffs Shaynia Vernon and Benjamin Castaneda-Rivera (together, “Plaintiffs”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. From the inception of the case, Plaintiffs' counsel have zealously represented the interests of the putative class. The settlement was obtained for the benefit of the putative class, as opposed to the individual Plaintiffs.

3. I strongly believe that Plaintiffs can prevail at trial. However, I also believe in the fairness of the settlement, which is based on factoring in the inherent risks in drawn-out litigation and the specific risks that a class might not be certified and/or that Plaintiffs could fail to establish liability, as well as the possibility of appeals.

4. After taking into account sharply disputed factual and legal issues involved in this litigation, the risks attending further prosecution, and the substantial benefits to be received pursuant to the compromise and settlement of the litigation, I have concluded that settlement on the terms set forth in the Stipulation for Leave to File First Amended Complaint and Settlement and Release of Class Action and PAGA Claims (“Settlement Agreement”) is appropriate and in the best interests of Plaintiffs and the putative class.

5. My co-counsel and I will adequately represent the Class Members in this action. Plaintiffs' Counsel have and will continue to zealously represent Plaintiffs and the Class and pursue this lawsuit to its conclusion. I have no conflicts with the Class and will adequately represent the Class.

6. I am one of the primary attorneys on this matter. My qualifications are as follows: I received my JD from University of Southern California Gould School of Law in 2009. Upon graduation, I practiced law as an associate at Seyfarth Shaw LLP, representing corporate clients in both single-plaintiff and wage hour class actions. In 2014, I began as an

1 associate at Diversity Law Group.

2 7. I have handled a number of wage and hour matters including class actions and
3 multiple-plaintiff actions. I have been named as Class Counsel in a number of class actions that
4 have been granted certification or preliminary or final approval by the Superior Courts of Los
5 Angeles County, Orange County, Alameda County, and Monterey County, the United States
6 District Court for the Central District of California, and the United States District Court for the
7 Northern District of California. These cases include, but are not limited to: *Diller v. Under*
8 *Armour Retail, Inc.*, Santa Clara County Superior Court Case No. 114-CV-265729, *Dall v. Post*
9 *Alarm Systems*, Los Angeles County Superior Court Case No. BC598528, *Lopez v. Imperial*
10 *Body Shop, Inc.*, Orange County Superior Court Case No. Case No. 30-2015-00816193-CU-OE-
11 *CXC, Hughes v. Lincare, Inc., et al.*, Monterey County Superior Court Case No. M124764,
12 *Pittman v. Martinez Steel Corporation*, San Bernardino County Superior Court Case No.
13 CIVDS1823132, *Della Maggiora v. Watsonville Community Hospital*, Santa Cruz County
14 Superior Court Case No. 18CV00191, *Randolph v. Pacific Racing Association*, Alameda County
15 Superior Court Case No. RG18908139, *Morones v. Bimbo Bakeries USA, Inc.*, Sacramento
16 County Superior Court Case No. 34-2018-00245481-CU-OE-GDS, *Chavez v. Converse, Inc.*,
17 United States District Court – Northern District of California Case No. 15-cv-03746-NC, and
18 *Rodriguez v. Nike Retail Services, Inc.*, United States District Court – Northern District of
19 California Case No. 5:14-CV-1508 BLF.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct.

22 Executed on this 1st day of June 2022, at Los Angeles, California.

23 

24 Nicholas Rosenthal