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Attorneys for Plaintiff and the Class

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

RICHARD TOBIN, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

RYDER TRUCK RENTAL, INC., a
Florida corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 5:20-cv-01569-JGB-SHK

**DECLARATION OF KRISTEN M.
AGNEW IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 12, 2021
Time: 9:00 A.M.
Location: Courtroom 1
3470 Twelfth Street
Riverside, CA 92501

1 **DECLARATION OF KRISTEN M. AGNEW**

2 I, Kristen M. Agnew, declare as follows:

3 1. I am an attorney at law, duly licensed to practice before all Courts in
4 the State of California, and am with the law firm Diversity Law Group, P.C.,
5 counsel of record for Plaintiff Richard Tobin (“Plaintiff”). I have personal
6 knowledge of the facts set forth below and if called to testify I could and would do
7 so competently.

8 2. From the inception of the case, Plaintiff’s counsel have zealously
9 represented the interests of the putative class. The settlement was obtained for the
10 benefit of the putative class, as opposed to the individual Plaintiff.

11 3. Each side has apprised the other of their respective factual
12 contentions, legal theories and defenses, resulting in extensive arm’s-length
13 negotiations taking place among the Parties, including one full day of mediation
14 with Steve Rottman. Based on their own independent investigation and evaluation,
15 the Parties and their respective counsel are of the opinion that the Settlement for
16 the consideration and on the terms set forth in the Class Action Settlement
17 Agreement are fair, reasonable, and adequate and the settlement is in the best
18 interests of the Settlement Class and Defendant in light of all known circumstances
19 and the expenses and risks inherent in litigation.

20 4. I also believe in the fairness of the settlement that is based on
21 factoring in the uncertainty and risks to Plaintiff involved in not prevailing on his
22 class claims at trial and the possibility of appeals.

23 5. Plaintiff and Plaintiff’s counsel are adequate representatives in that
24 they have no conflicts with the Class and will adequately represent the Class.

25 6. I am one of the primary attorneys on this matter. My qualifications are
26 as follows: I was the 2003 recipient of the Spelman Presidential Scholarship to
27 Emory University School of Law. During law school, I was a summer associate at
28 the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the Atlanta

1 office of the Equal Employment Opportunity Commission. I received my J.D. from
2 Emory University in 2006 and was admitted to the California Bar in December
3 2006. Following law school, I was an associate at Sonnenschein from September
4 2006 to May 2009.

5 7. Since 2009, my primary area of practice has been employment
6 litigation. I have practiced law at two preeminent employment defense firms. From
7 May 2009 to June 2011, I was an associate at Ogletree, Deakins, Nash, Smoak &
8 Stewart, P.C. I was also an associate, and then senior associate, in the labor and
9 employment practice group of Seyfarth Shaw, LLP from June 2011 to May 2016.
10 At both Ogletree and Seyfarth, I represented a wide array of fortune 500
11 companies in employment litigation in both state and federal courts, as well as
12 before government agencies, including the California Department of Labor. My
13 practice included the defense of single plaintiff and multi-plaintiff lawsuits
14 involving claims under the California Fair Employment and Housing Act, the
15 California Labor Code and the Fair Labor Standards Act. I also handled a number
16 of wage and hour class actions.

17 8. In June 2016, I joined Diversity Law Group, P.C. where I spend most
18 of my time handling employment cases. I primarily represent employees.

19 9. I served as the lead associate on a number of wage and hour class
20 actions, including *Martha Cardenas v. Gold's Gym*, Los Angeles County Superior
21 Court Case No. BC445112; *Nathaniel Werner v. Crown Equipment Corporation*,
22 Los Angeles County Superior Court Case No. BC439428; *Christopher Williams v.*
23 *Allstate Insurance Co.*, Los Angeles County Superior Court Case No. BC382577;
24 *Hwang v. Caltech*, Los Angeles County Superior Court Case No. BC464894;
25 *Melissa Roberts v. Zale Delaware, Inc.*, Los Angeles Superior Court Case No.
26 BC523610; *Michael Oliver v. Konica Minolta Business Solutions U.S.A., Inc.*,
27 Santa Clara County Superior Court Case No. 114-CV-263183; *Tessa Hodge v.*
28 *Zale Delaware, Inc., d/b/a Piercing Pagoda*, San Bernardino Superior Court Case

1 No CIVVS1301632; *Warren v. Paychex, Inc.*, N.D. Cal. Case No. 3:10-cv-02006;
2 *Tapia v. Zale Delaware Inc. et al*, S.D. Cal. Case No. 3:13-cv-01565; and
3 *Benjamin Burgess et al v. Tesoro Refining and Marketing Company et al*, C.D.
4 Cal. Case No. 2:10-cv-05870.

5 10. I have been approved as class counsel in a number of class actions by
6 the Superior Courts of California and United States District Courts, including:
7 *Antonio Becerra-Mata v. PSC Industrial Outsourcing, LP*, San Benito County
8 Superior Court Case No. CU-15-00030; *Andrew Vasquez v. Earthbound Farm,*
9 *LLC*, San Benito County Superior Court Case No. CU-17-00171; *Francisco Pulido*
10 *v. Westrock Services, Inc.*, San Benito County Superior Court Case No. CU-18-
11 00074; *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County
12 Superior Court Case No. BC608609; *John Obiols v. Lockheed Martin Corporation,*
13 Santa Clara County Superior Court Case No. 17CV314178; and *Eric Chavez v.*
14 *Converse, Inc.*, N.D. Cal. Case No. 15-cv-03746-NC.

15 11. I also second chaired two jury trials where I represented the prevailing
16 defendant. Both cases involved employees who brought claims against their
17 former employers pursuant to the Fair Employment & Housing Act. The cases are:
18 *Jeff Cowell v. Eaton Aerospace LLC et al*, Los Angeles County Superior Court
19 Case No. BC401543; and *Richard Gulden v. Pratt & Whitney Rocketdyne Inc. et*
20 *al.*, Los Angeles County Superior Court Case No. BC468909.

21 12. Since at least 2017, I have been approved at an hourly rate of \$650.00
22 per hour by various Courts, in a number of matters, including: *Antonio Becerra-*
23 *Mata v. PSC Industrial Outsourcing, LP*, San Benito County Superior Court Case
24 No. CU-15-00030; *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los
25 Angeles County Superior Court Case No. BC608609; *Sarah Rodriguez v.*
26 *Manpower, Inc.*, Santa Clara County Superior Court Case No. 1-16-CV-294904;
27 *Shannon Sanchez v. American Para Professional Systems, Inc.*, Santa Clara
28 County Superior Court Case No. 17CV306751.

13. More recently, I have been approved at an hourly rate of \$700.00 per hour by the following courts: *Foaad Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community Hospital*, Santa Cruz Superior Court Case No. 18CV00191; *Michael Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No. RG18908139; and *Jose Vasquez Ruiz v. Perdue Foods, LLC*, Sonoma County Superior Court Case No. SCV-264649.

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

Executed on this 12th day of March, 2021, at Los Angeles, California.

/s/ Kristen M. Agnew

Kristen M. Agnew