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Attorney for Plaintiff SOLEDAD MARRON, as an individual and on behalf of all similarly situated employees,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

RENEE J. MONTOYA, CINDY L.
BRAKEBILL, JACOB R. MONTOYA and
SOLEDAD MARRON, as individuals and on
behalf of all others similarly situated,

Plaintiffs,

v.

REMO, INC., a California corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 20STCV34614

[*Related Case No. 20STCV37581*]

CLASS ACTION

**AMENDED DECLARATION OF KEVIN
MAHONEY IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Assigned for all purposes to:
Hon. Maren Nelson, Dept. 17

HEARING INFORMATION:

DATE: January 20, 2022
TIME: 9:00 a.m.
DEPT: 17

ACTION FILED: September 11, 2020
TRIAL DATE: None set

1 **AMENDED DECLARATION OF KEVIN MAHONEY**

2 I, Kevin Mahoney, declare as follows:

3 1. I am an attorney duly admitted to practice law before the courts in the State of
4 California. The information contained herein is based on my personal knowledge and if called as
5 a witness I could and would testify competently thereto.

6 2. I am the principal attorney at Mahoney Law Group, APC, and counsel of record,
7 along with attorney Berkeh Alemzadeh, for Plaintiff SOLEDAD MARRON (“Plaintiff” or “Class
8 Representative”) in the related matter of *Marron v. Remo, Inc. et al.*, Los Angeles County
9 Superior Court Case No. 20STCV37581.

10 3. This declaration is submitted in support of Plaintiff’s Motion for Preliminary
11 Approval of Class Action Settlement.

12 4. Neither myself, nor Mahoney Law Group, APC, has any financial interest and/or
13 involvement with the proposed *cy pres* recipient Legal Aid at Work.

14 **EXPIERIENCE AS CLASS COUNSEL**

15 5. Since on or about 2007, I have assisted in the litigation and settlement of several
16 employment law class action matters to completion through the final approval process. The class
17 size of the matters ranged from approximately 1,200 to over 15,000. In the last twelve (12) months
18 alone, I have settled no less than five (5) employment class actions with settlement in the millions
19 of dollars. In August 2009, I voluntarily resigned from Rose, Klein & Marias and co-founded
20 Mahoney, Perry & Burrows, in Long Beach, California. The firm (now Mahoney Law Group,
21 APC) currently serves as lead counsel and/or co-counsel in numerous wage and hour class action
22 litigation in the Los Angeles Superior Court, Orange County Superior Court, United States
23 District Court for the Central District of California and United States District Court of Illinois.
24 Some examples of cases where I served as lead and/or co-counsel include: *Denise Mays v*
25 *Children’s Hospital of Los Angeles*, Case No. BC477830; *Sanchez v St. Mary’s*, Case No.
26 CIVDS13048981; *Romo v Durham School Services, L.P.*, Case No. 1:17-cv-1929; *Pulido v Front*
27 *Porch Communities and Services, et al.*, Case No. BC607175; *Valerie Brooks v Life Care Centers*
28 *of America, Inc. et al.*, Case No. SACV 12-00659-CJC(RNBx); *Harvey Holt, et al. v. Parsec*,

1 *Inc.*, Case No. CV-9540-VBF; *TBC Retail Group Wage and Hour Cases*, Case No. JCCP4701;
2 *Mackall v Healthsource Global Staffing, Inc.*, Case No. 16-cv-03810-WHO *Oceguera v TM*
3 *Wireless, Inc.*, Case No. BC553295; *Branch v PM Realty Group, LP.*, Case No. BC575759;
4 *ErasmO Ochavo v Molina Healthcare, Inc.*, Case No. BC591325; *Curiel v Glendora Grand, Inc.*,
5 Case No. BC618831, *Bibriesca v QVEST Sanitation, LLC*, et al, Case No. BC568019; *Dorothy*
6 *Berry v. Brierwood Terrace Convalescent Hospital, et al.*, Case No. BC437781; *Dante Booker v*
7 *The Goodyear Tire and Rubber Company*, Case No. BC498399; *Manuel Diaz v Excel Sheet*
8 *Metal, Inc.*, Case No. BC504033; *Fernando Albiar, et al. v. Spectrum Athletics-Canoga Park, et*
9 *al.* Case No. BC413860; *Gerardo Ortega, et al. v. CR & R Inc.*, Case No. BC414434; *William*
10 *Davis v Pacific Hospital of Long Beach, et al.* Case No. BC488542; *Kurt Casadine v Maxim*
11 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx); *Deborah Cabanillas v*
12 *Lakewood Park Manor Healthcare, Inc. et al.* Case No. BC443859 *Daniel Branch v. Indiana*
13 *Plumbing Supply, Co. Inc. et al.*, Case No. BC425627; *Butch Calvo v. Providence Health*
14 *Systems-Southern California, et al.* Case No. BC419843; *John De La Torre Cri-Help, Inc.*, Case
15 No. BC508430; *Esmerelda Fernandez, et al v Teva Parenteral Medicines, Inc.*, Case No. 30-
16 2010-00412849-CU-OE-CXC; *Kimya Oliver, et al. v. College Health Enterprise, et al.* Case No.
17 BC406481; *Audi Velazquez v. New Vista Health Services, Inc.*, Case No. BC 424797; *Rick Wilcox,*
18 *et al. v. Presbyterian Intercommunity Hospital, et al.*, Case No. BC 424796; *Gardner v.*
19 *Longwood Management Corp.*, Case Nos. BC377127; and *Davis v. Vital Care, Inc.*, Case No.
20 BC385484; *Raenan Guadez, et al v Sega Gameworks, LLC*, Case No. CIVRS1105099; *Erica*
21 *Teyuca v Pacific Alliance Medical Center, Inc.*, Case No. BC459422; *Yessenia Martinez v Fresh*
22 *& Easy Neighborhood Market, Inc.*, Case No. CIVRS1104607; and *Maria Zimmerman v. Quality*
23 *Children's Services*, Case No. BC472001.

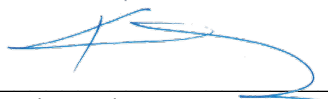
24 6. I believe that the Settlement Amount of nine hundred thousand dollars
25 (\$900,00.00) is a fair and reasonable settlement in this matter, considering all risk factors and
26 potential defenses to this case. Prior to mediation, we were able to review Defendant's records
27 and more specifically, the sampling provided and have our expert independently review the data
28 to determine the scope and extent of Defendant's liability. I also attended the mediation and was

1 able to independently assess the value of the case along with the strength and weakness of the case.
2 In so participating and armed with the analysis of our expert, I do believe that the settlement is
3 fair and reasonable at this time.

4 7. To my knowledge, neither Plaintiff Soledad Marron nor Mahoney Law Group,
5 APC and its attorneys have any conflicts with the putative Class Members.

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

8 Dated this 22nd day of February 2022, at Long Beach, California.

9 
10 _____
Kevin Mahoney, Esq.