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Attorneys for Plaintiff,
EDWARD GNAT, on behalf of himself and all similarly aggrieved employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

EDWARD GNAT, on behalf of himself and
all similarly aggrieved employees,

Plaintiff,

v.

QUINN COMPANY; and DOES 1 through
50, inclusive,

Defendants.

Case No. 20CV003431

**DECLARATION OF MAX W. GAVRON
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 12, 2024
Time: 8:30 a.m.
Dept.: 15

Action Filed: December 21, 2020
Trial Date: Not Set

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1 Approval, this current settlement was negotiated at arm's length and after a full day of
2 mediation with the Honorable Steven Denton (Ret.).

3 4. **Cy Pres Recipient:** Any uncashed checks remaining after 180 days from their
4 issuance will be cancelled and will be distributed in accordance with California Code of Civil
5 Procedure § 384(b), as follows: 100% percent to Watsonville Law Center. The Parties believe
6 that Watsonville Law Center is a proper recipient of uncashed checks pursuant to Code of
7 Civil Procedure § 384. Watsonville Law Center is a non-profit organization that provides free
8 legal services to low-income individuals in the Central Coast of California. My office is not
9 involved in any governance and/or operations of Watsonville Law Center.

10 5. **Class Representative:** When taken as a whole, the benefits afforded to the
11 Settlement Class outweighed the risks. Therefore, the settlement now presented to the Court
12 for final approval was negotiated in good faith and at arm's length. Counsel for the Parties
13 were thoroughly versed with the factual and legal issues of this litigation. Extensive formal
14 and informal discovery and analysis was done throughout litigation and in preparation for the
15 mediation. Class Counsel had a detailed understanding of the case and understood the
16 strengths and weaknesses of the Plaintiff's claims.

17 6. As a direct result of Plaintiff's efforts, Settlement Class Members now stand to
18 benefit from the settlement which Plaintiff helped to achieve. Plaintiff has served effectively
19 throughout the duration in his role as Class Representative and without Plaintiff, this class
20 action would most likely have never come to fruition. Thus, I support the award of a service
21 payment to Plaintiff for serving as Class Representative. The service payment is fair,
22 reasonable, appropriate, and commensurate with the contributions and the risks taken.

23 7. Here, the Settlement also contemplates payment to the PAGA Group. Attached
24 hereto as **Exhibit A** is a draft of the notice the Parties propose the Settlement Administrator
25 distribute to the PAGA Group members (herein after, the "PAGA Notice"). While the Parties
26 originally submitted a proposed notice to the court that anticipated the PAGA Group Members
27 would be notified of the Settlement in conjunction with the Class Members, during the
28 administration process Defendant did not provide the data to the Settlement Administrator

1 such that it distributed the Class Notice to the PAGA Group Members concurrently with the
2 Class Members. Accordingly, the Parties now request that the Court approve and the
3 Settlement Administrator distribute the PAGA Notice in conjunction with distributing the
4 PAGA Group Member's Individual PAGA Payments. Because by operation of law PAGA
5 Group Members may not opt out of the Settlement, providing them notice of the settlement
6 with their Individual PAGA Payment is appropriate and the Court should approve this request.
7 *See Robinson v. S. Ctys. Oil Co.*, 53 Cal. App. 5th 476, 483 (2020) (citing *Arias v. Superior*
8 *Court*, 46 Cal. 4th 969, 986 (2009)) (explaining that employee cannot opt out of PAGA
9 settlement).¹ As explained in the Burns Declaration, in advance of the hearing on Final
10 Approval, the Settlement Administrator will submit a supplemental declaration detailing the
11 average, high, and low payments which it anticipates will be distributed to the PAGA Group
12 Members after receipt of the data from Defendant.

13 8. I have worked on this case since late 2020. I am familiar with all aspects of this
14 case. As set forth in the attached summary of tasks performed in this litigation, Diversity Law
15 Group and Fitzpatrick & Swanston, have devoted significant time and advanced significant
16 costs in prosecuting this matter, including in filing various motions necessary to the resolution
17 of this case. Because of this litigation, employees of Quinn Company will receive a settlement
18 payment without having to file a case of their own, with an average recovery totaling
19 approximately \$1,635.53 per person, and the highest recovery totaling approximately
20 \$5,437.84.

21 9. Class Counsel's application for an award of attorneys' fees in the amount of
22 \$166,666.67 and reimbursement of litigation costs in the amount of \$19,263.06 is reasonable
23 and fair. These amounts are well within what is reasonable and customary in both wage and
24 hour settlements and class action settlements in general and is based on the skill displayed by
25 Class Counsel, the effort and resources invested in this case by Class Counsel, the factual and
26

27 ¹ Two of the Class Members' employment overlapped with the PAGA Period. Accordingly in their class notice,
28 they received an estimate of their Individual PAGA Payment that was incorrect. The Settlement Administrator
will send a corrective notice to these two individuals explaining the estimated portion of their Individual PAGA
Payment was incorrect and identifying the recalculated amount.

1 legal complexities of this case, the importance of the interests which are the subject of this
2 litigation, the risks undertaken by Class Counsel, and the degree of success achieved by Class
3 Counsel.

4 10. To date, I have incurred approximately 159.9 hours in connection with the
5 litigation of this lawsuit. Attached hereto as **Exhibit B** is a summary of the hours I have
6 incurred to date.

7 11. I also anticipate spending an additional 10 hours conferring and reviewing e-
8 mails and other written communications with counsel for Defendant, the Settlement
9 Administrator, and Settlement Class Members regarding post-final approval matters, including
10 payments and related issues.

11 12. In January 2024, I started increasing my hourly rate to \$650 per hour. I
12 was approved at this rate in *Jaramillo v. USS-UPI, LLC*, Contra Costa County Case No. C22-
13 00641 (April 24, 2024). Prior to that, I have been approved at \$600.00 per hour in *Weybrew v.*
14 *BEI Construction*, Solano County Superior Court Case No. FCS055658 (January 14, 2022), *In*
15 *re See's Candies Wage and Hour Cases*, Case No. JCCP5004 (March 30, 2022), Los Angeles
16 Superior Court, *Pevey v. Lumber City Corp*, San Bernardino County Superior Court Case No.
17 CIVDS2010240 (May 2, 2022), *Anguiano v. Mann Packing Co., Inc.*, Monterey County
18 Superior Court Case No. 19CV001178 (August 25, 2022); *Ross v Stater Bros. Markets*, San
19 Bernardino County Superior Court Case No. CIVDS1902518 (September 8, 2022), and
20 *Schneider v. Amazon Retail LLC*, Los Angeles County Superior Court Case No.
21 21STCV26226 (December 1, 2022). Prior to that throughout 2020 and 2021, I was approved at
22 an hourly rate of at \$550.00 per hour in *James v RADC Enterprises, Inc.*, San Bernardino
23 County Superior Court, Case No. CIV-DS1933035 (September 29, 2020), *Hector Luna v.*
24 *Triple Canopy, Inc.*, Santa Clara County Superior Court, Case No. 19CV345169 (October 22,
25 2020), *Melbert Magpugay v. Harbor Electronics, Inc.*, Santa Clara County Superior Court
26 Case No. 19CV352547 (January 27, 2021), *Foster v. Schindler Elevator Corp.*, Alameda
27 County Superior Court Case no. RG19029640 (March 2, 2021), *Martin v. Streetplus*
28 *Company, LLC, et al*, Los Angeles Superior Court Case No. 19STCV15522 (July 13, 2021),

1 *Morris v. Blue Mountain Enterprises, LLC*, Solano County Superior Court, Case No.
2 FCS05858 (August 4, 2021).

3 13. I believe \$650.00 per hour is a reasonable rate for my services as demonstrated
4 above. However, in this motion, I request a reduced hourly rate of \$500.00, which considers
5 the jurisdiction where this Action was litigated. Accordingly, the total lodestar for my hours
6 will be approximately \$84,950.00 based on a reduced hourly rate of \$500.00 per hour (159.9
7 hours + 10 anticipated hours) x \$500).

8 14. My qualifications are as follows: I received a full-tuition scholarship, and
9 graduated from Southwestern Law School in 2013, magna cum laude. I was in the top 5% of
10 my class. During my time at Southwestern, I was a Notes and Comments Editor on the
11 Southwestern Law Review. I also received awards for achieving the highest grade in my class
12 in several courses. In 2012, I was a full-time extern, at the United States District Court for the
13 Central District. Immediately after law school, I taught several courses at Southwestern,
14 including Principles of Legal Analysis and Legal Methods. I taught those courses for
15 approximately four years.

16 15. I practiced civil litigation at Haight Brown & Bonesteel LLP from
17 approximately September 2013, through January 2016. I was third-chair in a federal court jury
18 trial that resulted in a defense verdict in our client's favor on a \$21 million commercial breach
19 of contract dispute. I also regularly litigated cases across the civil litigation spectrum,
20 including employment matters.

21 16. From February 2016, through Fall 2017, I practiced at the international law firm
22 of Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune
23 50 companies in Multi-District Litigation primarily in the product liability sphere. I also
24 successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a
25 summary judgment decision regarding trade secret issues, in addition to working in several
26 other practice groups.

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28 //

1 17. From September 2017, through September 2018, I served as a law clerk to a
2 Judge sitting on the United States District Court, Central District of California. I regularly
3 prepared bench memoranda, on cases involving all types of civil litigation, including regularly
4 working on wage and hour class actions.

5 18. I am currently an associate at the law firm Diversity Law Group, P.C., an
6 employment law firm that has handled numerous wage and hour class and individual actions,
7 on both plaintiff and defense sides. My current practice focuses on employment matters
8 involving both class actions, and single plaintiffs. The firm currently has cases in the Los
9 Angeles Superior Courts, the Orange County Superior Courts, the San Diego County Superior
10 Courts, and the United States District Courts for the Central, Northern, and Eastern Districts of
11 California. I am currently handling, or have handled, numerous wage and hour class action
12 lawsuits with the firm, including, but not limited to: *Agar v. Sensient Natural Ingredients, LLC*
13 (Case No. CV-19-001906, Stanislaus County Superior Court); *Cunningham, et al. v. Diverse*
14 *Business Solutions* (Case No. CIVDS1817095, San Bernardino County Superior Court);
15 *Heredia v. Eddie Bauer LLC* (Case No. 16CV300475, United States District Court, Northern
16 District of California); *Parsons v. Estenson Logistics, LLC* (Case No. 34-2019-00252929,
17 Sacramento County Superior Court); *Wood v. Reeve Trucking Co., Inc.* (Case No. STK-CV-
18 UOE-2018-0004414, San Joaquin County Superior Court); and *Coronel v. Pinnacle*
19 *Agriculture* (Case No. 18CV004287, Monterey County Superior Court).

20 19. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court
21 of Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On
22 June 28, 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor
23 of our clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019).

24 20. I have also assisted the firm in numerous wage and hour class action mediations.

25 21. In conjunction with the filing of this Motion, my office will provide notice to the
26 Labor and Workforce Development Agency.

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

1 Executed on this 18th day of June 2024, at Los Angeles, California.

2 
3 Max W. Gavron

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Gnat et al. v. Quinn Group, Inc.,

Monterey County Superior Court Case No. 20CV003431

<<Name>>
<<Address>>
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I. NOTICE OF PAGA SETTLEMENT

The Monterey County Superior Court (the “Court”) approved the settlement of a lawsuit filed by Gnat on behalf of the California Labor and Workforce Development Agency (“LWDA”), which he alleged under the California Private Attorneys General Act, Labor Code § 2698, *et seq.* (“PAGA”). The Court has ***not*** made a determination about the merits of the claims which Quinn denies. There has been no admission of or finding of wrongdoing by Quinn.

You are receiving this Notice because you are in the group of impacted non-exempt employees that worked for Quinn Group, Inc. in California at some time between **June 14, 2022, and November 18, 2023** (“PAGA Period”). The enclosed check represents your individual share of the settlement. Each individual PAGA payment was calculated on a proportional basis based on the number of pay periods worked by each impacted PAGA Group Member in the PAGA Period. Your individual PAGA payment has been calculated at \$<<Payment>>.¹

II. RELEASE

All impacted employees, including you, release Quinn and its current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns, (“Released Parties”) from any and all claims, demands, liabilities and civil penalties under PAGA, as pled in the Second Amended Complaint and alleged in the correspondence sent to the LWDA dated October 7, 2020, including any related claims for attorneys’ fees, costs, or interest (“Released PAGA Claims”). The Settlement Agreement defines the “Released PAGA Claims” to mean any and all claims made or which could have reasonably been made based on the facts pled in the operative complaint that arose during the PAGA Period, including claims for civil penalties under the PAGA premised on the violation of Labor Code §§ 201, 201.3, 202, 203, 204, 207, 208, 209, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, and 2699(f) and (g).

III. SETTLEMENT ADMINISTRATOR

You may call the Settlement Administrator, Phoenix Settlement Administrators at [REDACTED] with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the Watsonville Law Center. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE

¹ One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiff nor Quinn has made any representations or warranties regarding the taxation of your Individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

EXHIBIT B

Gnat v. Quinn Company
Max W. Gavron Time and Task Chart

Hours	Description of Work
13.2	Initial research and review of background facts in preparation for filing complaint; confer with co-counsel re theories of liability and conduct research re same; analysis and research re defendant
1.1	Draft and revise First Amended Complaint; confer with co-counsel re same.
1.5	Meet and confer with defendant's counsel re joint case management statement; draft and revise same; confer with co-counsel re same.
2.6	Analyze and review Notice of Related Case; research docket and filings in related case to evaluate impact on this case, if any; meet and confer with defense counsel re same.
10.5	Analyze pleadings in preparation for drafting initial discovery requests; draft and revise initial written discovery requests.
12.3	Review and analyze Defendant's written discovery to plaintiff (RFPs, SROG, FROG EL, FROG GN); confer with client re same; draft and revise responses; analyze and review documents to prepare for production; confer with co-counsel re same.
6.7	Analyze and review Defendant's document production and responses to written discovery to evaluate whether to meet and confer; draft and revise correspondence re same.
1.4	Draft and revise protective order; meet and confer with defense counsel re same.
3.4	Draft and revise notice of deposition of Defendant's Person Most Qualified; analyze and review file for purposes of same; confer with co-counsel re same.
5.8	Analyze and review settlement agreement in related matter; confer with co-counsel re impact on this action, if any; conduct legal research re same; evaluate viability of pursuing class claims and amending complaint.
8.2	Draft and revise Motion for Leave to File Second Amended Complaint; draft and revise Second Amended Complaint; conduct research; meet and confer with defendant's counsel prior to filing same.
4.9	Analyze, review, and conduct research re Defendant's Opposition to Motion for Leave to File Second Amended Complaint; confer with co-counsel re same.
3.1	Draft and revise reply in support of Motion for Leave to File Second Amended Complaint; prepare for and attend hearing re same; analyze court's order re same.
2.1	Draft and revise second set of discovery considering filing of Second Amended Complaint; confer with co-counsel re same.

Hours	Description of Work
3.5	Analyze and review Defendant's responses to second set of written discovery focused on class issues; meet and confer re same given objections and refusal to produce class-specific information.
12.0	Draft and revise motions to compel further responses to special interrogatories and requests for production, set two and supporting documents; confer with co-counsel re same; prepare and attend hearing re same.
4.3	Analyze and review documents produced by Defendant following order compelling production of documents; analyze and review arbitration agreements produced to evaluate enforceability and any alleged waiver of class action; confer with co-counsel re same and strategize re litigation moving forward.
1.7	Draft and third set of written discovery to Defendant; analyze and review responses re same; evaluate whether to meet and confer.
3.9	Meet and confer with Defendant's counsel re prospect of mediation; draft and revise data request to identify information necessary to participate in mediation; further analyze and review prior settlement agreement in related case to address same.
15.4	Draft mediation brief; analyze and review data provided by Defendant in advance of mediation regarding number of class members, workweeks, etc. to draft same; conduct legal research; confer with co-counsel re same; confer with Defendant's counsel in advance of mediation to clarify data and set expectations.
10.5	Prepare for and participate in mediation.
9.1	Review and revise settlement agreement and related documents (i.e., settlement agreement, class notice); conversations with opposing counsel re same; confer with co-counsel re terms of settlement agreement and make revisions in light of same.
7.9	Review and revise Motion for Preliminary Approval and Declarations thereto; confer with co-counsel and opposing counsel re same
1.5	Analyze and review Court's preliminary approval order; confer with counsel re implementation re same
3.8	Correspond with settlement administrator regarding distribution of class notice; analyze and review reports from class administrator re opt-outs received; correspond and confer with class members and respond to inquiries re settlement
2.6	Meet and confer with defense counsel re distribution of PAGA Notice to aggrieved employees and production of aggrieved employee data to the administrator; draft and revise PAGA Notice; confer with settlement administrator re same.
6.9	Draft and revise motion for final approval and supporting documents; confer with co-counsel re the same; conduct legal research re same

Hours	Description of Work
159.9	TOTAL HOURS