

1 B. James Fitzpatrick (SBN: 129056)
Laura L. Franklin (SBN: 282642)
2 FITZPATRICK & SWANSTON
555 S. Main Street
3 Salinas, CA 93901
Telephone: (831) 755-1311
4 Facsimile: (831) 755-1319

5 Larry W. Lee (SBN 228175)
Max W. Gavron (SBN 291697)
6 DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
7 Los Angeles, California 90071
Telephone: (213) 488-6555
8 Facsimile (213) 488-6554
9 lwlee@diversitylaw.com
mgavron@diversitylaw.com

10 Attorneys for Plaintiffs,
11 MARIA MARAVILLA and JUAN TORRES REYES
on behalf of themselves and all similarly situated employees
12
13

14 **SUPERIOR COURT OF CALIFORNIA**
15 **COUNTY OF MONTEREY**

16 MARIA MARAVILLA and JUAN TORRES
17 REYES on behalf of themselves and all similarly
situated employees,
18 v.

19 GREENGATE FRESH, LLLP; and DOES 1
20 through 50, inclusive,

21 Defendants.
22
23
24
25
26
27
28

Case No. 21CV001258

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

Date: July 26, 2024

Time: 8:30 a.m.

Dept: 14

Action Filed: April 15, 2021

Trial Date: Not Set

DECLARATION OF MAX W. GAVRON

I, Max W. Gavron, 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 Maria Maravilla and Juan Torres Reyes (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. The proposed settlement meets the criteria for this Court to grant final approval of this matter on a class-wide basis, as the settlement is fair, adequate, and reasonable.

3. The Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims (“Stipulation of Settlement” or “Settlement”) was the product of negotiations between highly able and experienced attorneys on both sides who possessed the relevant data and extensive legal research which they had carefully analyzed. The Parties engaged in arm’s length negotiations with an experienced neutral during mediation, that resulted in settlement after continued negotiations over the course of the following year.

4. Class Counsel support the settlement as fair, reasonable, and adequate, and in the best interest of the Class Members as a whole. Class Counsel engaged in extensive factual investigation before settling, including the exchange of formal and informal discovery and initiating arbitration proceedings. Specifically, Class Counsel reviewed Defendant’s document production, including relevant policies, and analyzed putative class data, including a 20% sampling of putative class member time and payroll records.

5. I have spent significant time researching and pursuing the claims that have been alleged in this action. Based on my independent investigations and evaluations, I am of the opinion that the proposed settlement is fair, reasonable, and adequate, and is in the best interests of the Class, in light of all known facts and circumstances, and the expenses and risks inherent in litigation. The Settlement was negotiated at arm’s length and was facilitated by an experienced and neutral mediator. Thus, this Settlement should be granted final approval.

6. During the administration of the notice process, the Parties learned that the Escalator

1 Clause of the Agreement was triggered because the total number of workweeks exceeded the cap
2 provided for in the agreement by 1,123 additional weeks on top of the buffer. Accordingly, the Gross
3 Settlement Amount was increased by \$19,389.00 to a total of \$709,389.00, which resulted in a
4 proportionate increase to the amount of attorneys' fees requested.

5 7. The number of class members increased from the 747 class members Plaintiffs estimated
6 in Plaintiffs' Motion for Preliminary Approval to 1,142. However, because the evaluation of the
7 settlement and exposure analysis performed by Plaintiffs in their Motion for Preliminary Approval was
8 largely premised on violations occurring per workweek, the same analysis regarding exposure and the
9 fairness of the settlement applies. Further, here where the escalator clause was triggered, the value of
10 the settlement on a workweek basis was preserved because of the additional funds to be contributed by
11 Defendant by virtue of the escalator clause. Accordingly, the settlement should be finally approved as
12 fair, adequate, and reasonable.

13 **NOTICE TO CLASS MEMBERS AND RESPONSE**

14 8. The Court preliminary approved this settlement on February 13, 2024, directing
15 distribution of the Notice of Pendency of Class Action ("Notice") and scheduling the hearing for final
16 approval of the settlement (the "Preliminary Approval Order"). As directed by the Court, the Settlement
17 Administrator selected by the Parties – Phoenix Settlement Administrators – distributed the Notice to
18 1,142 Class Members. Class Counsel believes that the positive results after the mailing of the Notice
19 support confirmation of the Court's preliminary approval of the settlement with final approval of the
20 settlement. The settlement has a 100% participation rate. In light of this positive response from Class
21 Members, an inference can be made that the Class supports the Court's Preliminary Approval Order
22 finding that the Stipulation of Settlement is fair and reasonable.

23 9. The administrator distributed the version of the class notice, as approved by the Court,
24 which referenced the originally contemplated Gross Settlement Amount of \$690,000. Because the
25 Gross Settlement Amount increased by virtue of the escalator clause, so too will each individual class
26 members' pro rata portion of the settlement. Thus, the amount each individual will receive will actually
27 be more than was estimated in the class notice.

10. There were no objections or disputes to the amount of attorneys' fees or litigation costs that Class Counsel seeks in this case and for which Plaintiffs ask the Court for final approval.

11. On June 24, 2024, one additional individual, Pablo Liera, self-identified as a class member. Defendant confirmed that he should be included in the class, and therefore the Parties agreed to include him. Thereafter, Mr. Liera received a copy of his class notice, and submits a declaration in support of this Motion confirming that he does not wish to opt out of the settlement, nor does he have any objections. Accordingly, he is properly included in the settlement and will be bound by the appropriate releases, to the extent that the Court grants final approval.

12. Timely notice of the PAGA settlement was provided to the California Labor and Workforce Development Agency (“LWDA”) pursuant to Cal. Lab. Code § 2699(1)(2) and no objections or disputes to the settlement by the LWDA were received by Plaintiffs’ counsel.

13. Any remaining monies from uncashed settlement checks will be distributed to the *cy pres* recipient Watsonville Law Center, a non-profit organization, in accordance with Code of Civil Procedure § 384. I do not have any relationship with or connection to said organization.

14. I have been approved as class counsel in numerous other wage/hour class actions that have been granted class certification and final approval.

ATTORNEY EXPERIENCE

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

16. I practiced civil litigation at Haight Brown & Bonesteel LLP from approximately September 2013, through January 2016. I was third-chair in a federal court jury trial that resulted in a defense verdict in our client's favor on a \$21 million commercial breach of contract dispute. I also

1 regularly litigated cases across the civil litigation spectrum, including employment matters.

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

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

11 19. I am currently an associate at the law firm Diversity Law Group, P.C., an employment
12 law firm that has handled numerous wage and hour class and individual actions, on both plaintiff and
13 defense sides. My current practice focuses on employment matters involving both class actions, and
14 single plaintiffs. The firm currently has cases in the Los Angeles Superior Courts, the Orange County
15 Superior Courts, the San Diego County Superior Courts, and the United States District Courts for the
16 Central, Northern, and Eastern Districts of California. I am currently handling, or have handled,
17 numerous wage and hour class action lawsuits with the firm, including, but not limited to: *Weybrew v.*
18 *BEI Construction*, Solano County Superior Court Case No. FCS055658 (January 14, 2022), *In re See's*
19 *Candies Wage and Hour Cases*, Case No. JCCP5004 (March 30, 2022), Los Angeles Superior Court,
20 *Pevey v. Lumber City Corp.*, San Bernardino County Superior Court Case No. CIVDS2010240 (May 2,
21 2022), *Ross v Stater Bros. Markets*, San Bernardino County Superior Court Case No. CIVDS1902518
22 (September 8, 2022), and *Schneider v. Amazon Retail LLC*, Los Angeles County Superior Court Case
23 No. 21STCV26226 (December 1, 2022); *James v RADC Enterprises, Inc.*, San Bernardino County
24 Superior Court, Case No. CIV-DS1933035 (September 29, 2020), *Hector Luna v. Triple Canopy, Inc.*,
25 Santa Clara County Superior Court, Case No. 19CV345169 (October 22, 2020), *Melbert Magpugay v.*
26 *Harbor Electronics, Inc.*, Santa Clara County Superior Court Case No. 19CV352547 (January 27, 2021),
27 *Foster v. Schindler Elevator Corp.*, Alameda County Superior Court Case no. RG19029640 (March 2,
28

2021), *Martin v. Streetplus Company, LLC, et al*, Los Angeles Superior Court Case No. 19STCV15522 (July 13, 2021), *Morris v. Blue Mountain Enterprises, LLC*, Solano County Superior Court, Case No. FCS05.858 (August 4, 2021).

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

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

22. To date, I have incurred approximately 161.6 hours in connection with the litigation of this lawsuit. Attached hereto as **Exhibit A** is a summary of the hours I have incurred to date.

23. I also anticipate spending an additional 5 hours conferring and reviewing e-mails and other written communications with counsel for Defendant, the Settlement Administrator, and Class Members regarding post final approval matters, including payments and related issues.

24. In January 2024, I increased my hourly rate to \$650 per hour. I typically bill at this rate. I have been approved at the hourly rate of \$650.00 in *Jaramillo v. USS-UPI, LLC*, Contra Costa County Case No. C22-00641 (April 24, 2024). Prior to that, I have been approved at \$600.00 per hour in *Weybrew v. BEI Construction*, Solano County Superior Court Case No. FCS055658 (January 14, 2022), *In re See's Candies Wage and Hour Cases*, Case No. JCCP5004 (March 30, 2022), *Pevey v. Lumber City Corp*, San Bernardino County Superior Court Case No. CIVDS2010240 (May 2, 2022), *Anguiano v. Mann Packing Co., Inc.*, Monterey County Superior Court Case No. 19CV001178, and *Schneider v. Amazon Retail LLC*, Los Angeles County Superior Court Case No. 21STCV26226 (December 1, 2022), *Hyde v. Prime Now LLC*, Alameda County Superior Court Case No. RG20068286 (August 11, 2023), among others. Prior to that throughout 2020 and 2021, I was approved at an hourly rate of at \$550.00 per hour in *James v RADC Enterprises, Inc.*, San Bernardino County Superior Court, Case No. CIV-DS1933035 (September 29, 2020), *Hector Luna v. Triple Canopy, Inc.*, Santa Clara County Superior Court, Case No. 19CV345169 (October 22, 2020), *Melbert Magpugay v. Harbor Electronics, Inc.*, Santa Clara County Superior Court Case No. 19CV352547 (January 27, 2021), *Foster v. Schindler Elevator*

1 Corp., Alameda County Superior Court Case no. RG19029640 (March 2, 2021), *Martin v. Streetplus*
2 *Company, LLC, et al*, Los Angeles Superior Court Case No. 19STCV15522 (July 13, 2021), *Morris v.*
3 *Blue Mountain Enterprises, LLC*, Solano County Superior Court, Case No. FCS05.858 (August 4,
4 2021).

5 25. I believe \$650.00 per hour is a reasonable rate for my services as demonstrated by the
6 California court approval of that rate. However, in this motion, I request a reduced hourly rate of
7 \$500.00, which considers the jurisdiction where this Action was litigated. Accordingly, the total lodestar
8 for my hours will be approximately \$83,300.00 based on an hourly rate of \$500.00 per hour [(161.6
9 hours + 5 anticipated hours) x \$500].

10 26. Based on the hours and applicable rate incurred by myself and my co-counsel, Class
11 Counsel's lodestar through the finalization of this settlement will be approximately \$251,298.00 without
12 a multiplier. As such, Class Counsel requests a **negative multiplier** of 0.94 (\$236,463.00 ÷
13 \$251.298.00) in the request for attorneys' fees.

14 27. My office has incurred costs in the amount of \$5,362.05 The costs are all litigation-
15 related costs, including filing fees, service of process costs, postage costs, and mediation fees. Attached
16 hereto as **Exhibit B** is copy of the costs incurred in connection with prosecution of this lawsuit.

17 **NOTICE TO THE LWDA**

18 28. On February 15, 2024, Plaintiffs uploaded the Order Granting Motion for Preliminary
19 Approval of Class Action Settlement to the LWDA's website. Attached hereto as **Exhibit C** is a copy of
20 the LWDA confirmation of the uploaded Order Granting Motion for Preliminary Approval of Class
21 Action Settlement.

22 29. Concurrent with the filing of this Motion, Plaintiffs uploaded this motion and proposed
23 order to the LWDA's website.

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

26 Executed on this 3rd day of July 2024, at Los Angeles, California.

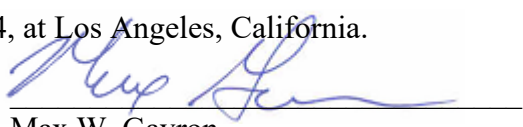
27 
28 Max W. Gavron

EXHIBIT A

Maravilla v. Greengate Fresh
Max W. Gavron Time and Task Chart

Hours	Description of Work
15.2	Review case file; confer with co-counsel re lawsuit theories; legal research re same; interviews with client and co-workers; analysis and research re defendant.
4.1	Draft and revise complaint and PAGA letter; analyze and review Defendant's answer; legal research re same.
2.9	Confer with defense counsel re initial case management conference; draft and revise statement re same; confer re Defendant's anticipated motion to compel arbitration.
2.6	Meet and confer with defense counsel; draft and revise stipulated protective order.
6.7	Interview client and conduct research and investigation re bases for First Amended Complaint; draft and revise same; confer with co-counsel and defense counsel re filing of FAC.
9.7	Analyze and review Defendant's Motion to Compel Arbitration and supporting documents; conduct legal research re same; strategize re opposition to motion and confer with co-counsel.
5.9	Analyze and review Defendant's Amended and Second Amended Motion to Compel Arbitration and supporting documents; conduct legal research re same; strategize re opposition to motion and confer with co-counsel.
13.1	Draft and revise opposition to Second Amended Motion to Compel Arbitration; conduct legal research re applicability of Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021; draft and revise supporting documents and objections to evidence re same.
7.5	Analyze and review reply in support of motion to compel arbitration; conduct legal research re same; prepare for and attend hearing on motion.
6.7	Conduct further legal research to address request for supplemental briefing re motion to compel arbitration; draft and revise supplemental brief re same; analyze and review Defendant's supplemental brief and supporting documents in support of motion to compel arbitration; prepare for and attend hearing re supplemental briefing.
2.3	Meet and confer and draft joint case management statement addressing Plaintiff's request to lift stay given oral argument in <i>Adolph v Uber</i> presented to California Supreme Court re impact of <i>Viking River</i> on PAGA actions subject to arbitration agreements; conduct legal research re same.
2.9	Draft first set of written discovery to defendant; confer with counsel re same.
6.9	Analyze and review responses to first set of written discovery; summarize same; meet and confer with defense counsel re same.
4.5	Analyze, review, and summarize Defendant's document production; evaluate need to meet and confer re same; strategize re further discovery given same.
1.6	Draft and revise second set of written discovery to Defendant.

1.3	Draft and revise notice of deposition of Cassandra Diaz; confer with co-counsel re strategy for same.
1.9	Draft and revise demand for arbitration of Maravilla's individual Labor Code and PAGA claim following Court's order granting, in part, motion to compel arbitration.
3.8	Confer with defense counsel re possible mediation; draft and revise request for information to be produced in advance of same.
9.7	Analyze and review sampling and documents/policies provided in anticipation of mediation; confer with consultant and co-counsel re analysis of same; develop damages model; draft and revise mediation brief; conduct legal research re same.
12.4	Prepare for and attend mediation; confer with co-counsel re same.
2.5	Follow-up discussions with co-counsel after failed mediation; strategize re further litigation; develop outline of next steps to prosecute action.
3.3	Further discussions and strategy re settlement following mediation; confer with co-counsel and mediator re same and re proposed term sheet to memorialize deal; draft and revise MOU re same.
10.2	Draft and revise long form settlement agreement and supporting documents; review and revise same; confer with counsel re same.
7.9	Draft Motion for Preliminary Approval and supporting documents; review and revise same; confer with counsel re same
8.8	Confer with administrator re distribution of notice; respond to inquiries from class members re settlement following distribution of notice; confer with co-counsel and defense counsel re same.
7.2	Draft and revise motion for final approval and supporting documents; confer with co-counsel re same.
161.6	TOTAL HOURS

EXHIBIT B

7/3/2024
3:51 PM

DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Maravilla, Maria v. Greengate
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
70511	EXP	Olympia	1	5000.00	5000.00
1/27/2022		Arbitrators			
WIP		Maravilla, Maria v. Greengate			
Ortman Mediation					
70641	EXP	Linda Lee	1	3.60	3.60
2/8/2022		Court fees			
WIP		Maravilla, Maria v. Greengate			
Odyssey - Prop Stipulated Protective Order					
72615	EXP	Erika Mejia	1	3.60	3.60
8/1/2022		Court fees			
WIP		Maravilla, Maria v. Greengate			
Odyssey - Oppo to MTC Arbitration					
72690	EXP	Erika Mejia	1	3.60	3.60
8/9/2022		Court fees			
WIP		Maravilla, Maria v. Greengate			
Odyssey - Objection to Evidence					
72693	EXP	Valeria Tril	1	3.60	3.60
8/10/2022		Court fees			
WIP		Maravilla, Maria v. Greengate			
Odyssey - Notice of Remote Appearance					
73393	EXP	Erika Mejia	1	3.60	3.60
8/29/2022		Court fees			
WIP		Maravilla, Maria v. Greengate			
Odyssey - Joint CMS					
72850	EXP	Erika Mejia	1	3.60	3.60
8/29/2022		Court fees			
WIP		Maravilla, Maria v. Greengate			
Odyssey - Supp Brief iso Oppo to MTC Arb					
72853	EXP	Valeria Tril	1	3.60	3.60
8/30/2022		Court fees			
WIP		Maravilla, Maria v. Greengate			
Odyssey - Notice of Remote Appearance					

7/3/2024
3:51 PM

DIVERSITY LAW GROUP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
73889	EXP	Olympia	1	3.60	3.60
12/16/2022		Court fees			
WIP		Maravilla, Maria v. Greengate			
Odyssey - Joint CMS					
75601	EXP	Erika Mejia	1	3.60	3.60
5/11/2023		Court fees			
WIP		Maravilla, Maria v. Greengate			
Odyssey - Joint CMS					
75121	EXP	Valeria Tril	1	3.60	3.60
5/12/2023		Court fees			
WIP		Maravilla, Maria v. Greengate			
Odyssey - Notice of Remote Appearance					
76112	EXP	Erika Mejia	1	3.60	3.60
9/8/2023		Court fees			
WIP		Maravilla, Maria v. Greengate			
Odyssey - Joint Report					
76610	EXP	Erika Mejia	1	65.25	65.25
11/9/2023		Court fees			
WIP		Maravilla, Maria v. Greengate			
Odyssey - MPA					
77078	EXP	Erika Mejia	1	3.60	3.60
12/28/2023		Court fees			
WIP		Maravilla, Maria v. Greengate			
Odyssey - Joint Report					
77537	EXP	Erika Mejia	1	3.60	3.60
2/15/2024		Court fees			
WIP		Maravilla, Maria v. Greengate			
Odyssey - NOE					
78650	EXP	Max Gavron	1	250.00	250.00
6/28/2024		Court fees			
WIP		Maravilla, Maria v. Greengate			
Filing Fees					
Grand Total					
			Billable	0.00	5362.05
			Unbillable	0.00	0.00
			Total	0.00	5362.05

EXHIBIT C