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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SOLANO**

MARIA R. MARTINEZ, on behalf of herself
the Class Members, Aggrieved Employees,
and State of California,

Plaintiff,

vs.

MARIANI PACKING CO. INC.,

Defendant.

Case No.: FCS056622

Hon. Christine A. Carringer
Dept. 12

**DECLARATION OF CAROLYN H.
COTTRELL IN SUPPORT OF
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

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Date: June 3, 2024

Time: 8:30 a.m.

Dept.: 12

Complaint Filed: June 2, 2021

Trial Date: None Set

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1 practices, unlawful sale of business opportunities, and wage and hour claims on behalf of
2 independent contractor truck drivers); *Sishi, et al. v. Eskaton Props. Inc., et al.*, (Case No.
3 RG21100764) (Alameda County Superior Court, August 4, 2023) (final approval of California class
4 and PAGA representative action settlement); *Wright, et al. v. Frontier Mgmt. LLC, et al.*, (Case No.
5 2:19-cv-01767-JAM-CKD) (Eastern District of California, March 13, 2023) (final approval of
6 California, Illinois, Oregon, and Washington class and FLSA collective action settlement); *Campos*
7 *v. Extra Express (Cerritos) Inc.*, (Case No. BC715057) (Los Angeles Superior Court, Jan. 18, 2023)
8 (final approval of California law wage and hour class action settlement alleging misclassification of
9 short haul delivery drivers); *Huddleston v. John Christner Trucking, LLC*, (Case No. 4:17-cv-00549-
10 GKF-CDL) (Northern District of Oklahoma, October 31, 2022) (final approval of California and
11 Oklahoma class and FLSA collective action settlement where Plaintiff obtained class certification
12 on behalf of misclassified truck drivers); *Tinaco v. Quik Stop Markets, Inc.* (Case No. RG20061119)
13 (Alameda County Superior Court, June 23, 2022) (final approval of a class action settlement for
14 failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide
15 meal and rest breaks, waiting time penalties, and failure to provide itemized wage statements, under
16 California law); *Ramirez, et al. v. Rite Aid Corp., et al.*, (Case No. CV 20-3531-GW-SKx) (Central
17 District of California, May 19, 2022) (final approval of California class action and PAGA
18 representative action settlement); *Madrigal v. Mission Lakes Country Club, Inc.* (Case No.
19 RIC2003428) (Riverside County Superior Court, May 18, 2022) (final approval of California class
20 action and PAGA representative action); *Hazel v. Himage Sols., Inc.* (Case No. RG20068159)
21 (Alameda County Superior Court, Nov. 2, 2021) (final approval of a California class action
22 settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages,
23 failure to provide meal and rest breaks, failure to reimburse necessary business expenditures,
24 waiting time penalties, and failure to provide itemized wage statements); *Pine Manor Investors,*
25 *LLC v. FPI Mgmt., Inc.* (Case No. 34-2018-00237315) (Sacramento County Superior Court, October
26 20, 2021) (final approval of a California class action settlement in action that alleged improper
27 billing for workers compensation charges by an apartment complex management company);
28 *Etcheverry v. Franciscan Health Sys., et al.* (Case No. 3:19-cv-05261-RJB-MAT) (Western District
29 of Washington, October 19, 2021) (final approval of hybrid Fair Labor Standards Act and
30 Washington class action); *Jean-Pierre, et al. v. J&L Cable TV Servs., Inc.* (Case No. 1:18-cv-11499-
31 MLW) (District of Massachusetts, August 31, 2021) (final approval of hybrid Fair Labor Standards
32 Act and Massachusetts, New Hampshire, Maine, and Pennsylvania class action); *Amaraut, et al. v.*

DECLARATION OF CAROLYN H. COTTRELL IN SUPPORT OF UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Martinez v. Mariani Packing Co. Inc., Case No. FCS056622

1 *Sprint/United Mgmt. Co.* (Case No. 19-cv-411-WQH-AHG) (Southern District of California,
2 August 5, 2021) (final approval of hybrid Fair Labor Standards Act and California Labor Code Rule
3 23 action); *Diaz, et al. v. TAK Commc'ns CA, Inc., et al.* (Case No. RG20064706) (Alameda Superior
4 Court, July 27, 2021) (final approval of hybrid Fair Labor Standards Act and California Labor Code
5 class action); *Villafan v. Broadpectrum Downstream Servs., Inc., et al.* (Case No. 3:18-cv-06741-
6 LB) (Northern District of California, April 8, 2021) (final approval of hybrid Fair Labor Standards
7 Act and California law class action settlement for failure to pay for all hours worked, failure to
8 provide meal and rest breaks, unreimbursed business expenses, waiting time penalties, and failure
9 to provide itemized wage statements); *Jones, et al. v. CertifiedSafety, Inc., et al.* (lead Case No. 3:17-
10 cv-02229-EMC) (Northern District of California, June 1, 2020) (final approval of hybrid Fair Labor
11 Standards Act and California, Washington, Illinois, Minnesota, Alaska, and Ohio class action
12 settlement for failure to pay for all hours worked, failure to provide meal and rest breaks,
13 unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage
14 statements); *El Pollo Loco Wage and Hour Cases* (Case No. JCCP 4957) (Orange County Superior
15 Court, January 31, 2020) (final approval of a class action settlement for failure to pay for all hours
16 worked, failure to provide meal and rest breaks, unreimbursed business expenses, waiting time
17 penalties, and failure to provide itemized wage statements, under California law); *Soto, et al. v. O.C.*
18 *Commc'ns, Inc., et al.* (Case No. 3:17-cv-00251-VC) (Northern District of California, Oct. 23, 2019)
19 (final approval of a hybrid FLSA and California and Washington law Rule 23 action with joint
20 employer allegations); *Manni v. Eugene N. Gordon, Inc. d/b/a La-Z-Boy Furniture Galleries* (Case
21 No. 34-2017-00223592) (Sacramento Superior Court) (final approval of a class action settlement
22 for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to
23 provide meal and rest breaks, waiting time penalties, and failure to provide itemized wage
24 statements, under California law); *Van Liew v. North Star Emergency Servs., Inc., et al.* (Case No.
25 RG17876878) (Alameda County Superior Court) (final approval of a class action settlement for
26 failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide
27 meal and rest breaks, failure to reimburse for necessary business expenditures, waiting time
28 penalties, and failure to provide itemized wage statements, under federal law); *Asalati v. Intel Corp.*
29 (Case No. 16cv302615) (Santa Clara Superior Court) (final approval of a class and collective action
30 settlement for failure to pay for all hours worked, failure to pay overtime, failure to provide meal
31 and rest breaks, failure to reimburse for necessary business expenditures, failure to adhere to
32 California record keeping requirements, waiting time penalties, and failure to provide itemized wage

1 statements, under federal and California law); *Harmon, et al. v. Diamond Wireless, LLC*, (Case No.
2 34-2012-00118898) (Sacramento Superior Court) (final approval of a class action settlement for
3 failure to pay wages free and clear, failure to pay overtime and minimum wages, failure to provide
4 meal and rest breaks, failure to pay full wages when due, failure to adhere to California record
5 keeping requirements, and failure to provide adequate seating, under California law); *Aguilar v. Hall*
6 *AG Enters., Inc., et al.*, (Case No. BCV-16-10994-DRL) (Kern County Superior Court) (final
7 approval of a class action settlement for failure to provide meal and rest periods, failure to
8 compensate for all hours worked, failure to pay minimum and overtime wages, waiting time
9 penalties, failure to provide itemized wage statements, and failure to pay undiscounted wages, under
10 California law); *Viceral and Krueger v. Mistras Grp., Inc.*, (Case No. 3:15-cv-02198-EMC) (Chen,
11 J.) (Northern District of California) (final approval of a class and collective action settlement for
12 failure to compensate for all hours worked, including overtime, under federal and California law);
13 *Jeter-Polk, et al. v. Casual Male Store, LLC, et al.*, (Case No. 5:14-CV-00891) (Central District of
14 California) (final approval of a class action settlement for failure to provide meal and rest periods,
15 failure to compensate for all hours worked, failure to pay overtime wages, unpaid wages and waiting
16 time penalties, and failure to provide itemized wage statements); *Meza, et al. v. S.S. Skikos, Inc., et*
17 *al.*, (Case No. 15-cv-01889-TEH) (Northern District of California) (final approval of class and
18 collective action settlement for failure to compensate for all hours worked, including overtime,
19 under federal and California law, failure to provide meal and rest breaks, failure to reimburse for
20 necessary business uniforms, failure to pay full wages upon termination to, and failure to provide
21 accurate itemized wage statements); *Holmes, et al v. Xpress Global Sys., Inc.*, (Case No. 34-2015-
22 00180822) (Sacramento Superior Court) (final approval of a class action settlement for failure to
23 provide meal and rest breaks and failure to provide accurate itemized wage statements); *Guilbaud,*
24 *et al. v. Sprint Nextel Corp. et al.*, (Case No. 3:13-cv-04357-VC) (Northern District of California)
25 (final approval of a class and collective action settlement for failure to compensate for all hours
26 worked, including overtime, failure to provide meal and rest breaks, failure to reimburse for
27 necessary business uniforms, failure to pay full wages upon termination to, and failure to provide
28 accurate itemized wage statements); *Molina, et al. v. Railworks Track Sys., Inc.*, (Case No. BCV-
29 15-10135) (Kern County Superior Court) (final approval of a class action settlement for failure to
30 provide meal and rest breaks, unpaid wages, unpaid overtime, off-the-clock work, failure to pay full
31 wages upon termination to, and failure to provide accurate itemized wage statements); *Allen, et al.*
32 *v. County of Monterey, et al.*, (Case No. 5:13-cv-01659) (Northern District of California) (settlement

1 between FLSA Plaintiffs and Defendant to provide relief to affected employees); *Barrera v. Radix*
2 *Cable Holdings, Inc., et al.*, (Case No. CIV 1100505) (Marin County Superior Court) (final approval
3 of class action settlement for failure to provide meal and rest breaks to, off-the-clock work by, failure
4 to provide overtime compensation to, failure to reimburse business expenditures to, failure to pay
5 full wages upon termination to, and failure to provide accurate itemized wage statements to retention
6 specialists working for cable companies); among many others.

7 6. Nearly my entire legal career has been devoted to advocating for the rights of
8 individuals who have been subjected to illegal pay policies, discrimination, harassment, and
9 retaliation and representing employees in wage-and-hour and discrimination class actions. I have
10 litigated hundreds of wage-and-hour, employment discrimination, and civil-rights actions, and I
11 manage many of the firm's current cases in these areas. I am a member of the State Bar of California,
12 and have had memberships with Public Justice, the National Employment Lawyers Association, the
13 California Employment Lawyers Association, and the Consumer Attorneys of California. I served
14 on the Board of Directors for the San Francisco Trial Lawyers Association and co-chaired its
15 Women's Caucus. I was named one of the "Top Women Litigators for 2010" by the Daily Journal.
16 In 2012, I was nominated for Woman Trial Lawyer of the Year by the Consumer Attorneys of
17 California. I have been selected as a Super Lawyer every year since 2014. I earned my bachelor's
18 degree from the University of California, and I am a graduate of the University of the Pacific,
19 McGeorge School of Law.

20 **CASE SUMMARY AND BACKGROUND**

21 **Pleadings**

22 7. On May 13, 2021, Plaintiff provided written notice to the LWDA of her intent to
23 pursue PAGA claims against Defendant, based on alleged violations of several California Labor
24 Code provisions. Plaintiff subsequently filed the above-captioned lawsuit as a California class action
25 in Solano County Superior Court on June 2, 2021, alleging that Defendant: (1) failed to pay for all
26 hours worked; (2) failed to pay minimum wages; (3) failed to pay overtime wages; (4) failed to
27 provide legally compliant meal breaks or premium payment in lieu thereof; (5) failed to provide
28 accurate, itemized wage statements; and (6) failed to timely pay all wages due upon separation from
29 employment.

30 8. Plaintiff then filed a first amended complaint on July 22, 2021, adding PAGA claims
31 arising from Defendant's alleged Labor Code violations. Defendant filed its answer on September
32 2, 2021, denying Plaintiff's allegations. Pursuant to stipulated order, Defendant filed its amended

1 answer to Plaintiff's First Amended Complaint on September 6, 2022, and Plaintiff filed a Second
2 Amended Complaint on September 30, 2022.

3 9. Following full briefing, on December 21, 2022, the Court denied Defendant's motion
4 to compel arbitration.

5 **Discovery and Motion Practice**

6 10. On January 14, 2022 Plaintiff propounded 40 requests for production of documents
7 and 24 special interrogatories on Defendant. Following significant meet and confer efforts and full
8 briefing, on January 19, 2023, the Court granted Plaintiff's motion to compel production and
9 responses and for sanctions. On September 23, 2022, Plaintiff further propounded 72 requests for
10 production of documents on Defendant. Following further meet and confer efforts, Plaintiff was in
11 the process of preparing briefing on a second motion to compel production and responses with
12 regard to these additional discovery requests before the parties agreed to settle the matter. Class
13 Counsel reviewed Defendant's discovery responses extensively.

14 11. The parties also agreed to participate in a *Belair-West* notice process in their meet
15 and confer efforts, which Class Counsel oversaw. Class Counsel also conducted extensive
16 interviews with multiple Class Members following the *Belair-West* notice process to gather facts
17 and identify potential witnesses.

18 12. The parties have engaged in significant discovery in this case, including Plaintiff's
19 formal requests to Defendant, Defendant's document production and responses thereto, and
20 extensive informal discovery in connection with mediation. As a result of Class Counsel's efforts,
21 Defendant produced thousands of pages of documents, which Class Counsel extensively reviewed
22 and analyzed. Class Counsel also interviewed Plaintiff and other Class Members to gather facts and
23 identify potential witnesses. Class Counsel has reviewed Defendant's wage-and-hour policies,
24 Defendant's site maps, Defendant's training information, work schedules, meal period waivers,
25 employee time and pay records of nearly 25% of the Class, and information related to the scope of
26 the Class and the number of workweeks and pay periods in the Class Period. Plaintiff used this
27 information to perform a careful and extensive analysis of the effects of Defendant's compensation
28 policies and practices on Class Members' pay.

29 13. Class Counsel also successfully defeated Defendant's motion to compel arbitration,
30 which, had it been successful, would have potentially defeated all of Plaintiff's class claims, delayed
31 the litigation of any remaining PAGA claims, and drastically curtailed the potential judgment, if any,
32 in this action.

14. Through Class Counsel's investigation, Plaintiff discovered that COVID-19 screenings were conducted off-the-clock, Class Members would be subject to disciplinary action for clock in or out early or late after their scheduled start times, no rest period premiums were paid, split shift differential premiums were not always included in the regular rate calculation for overtime or meal period premium payments, and that Class Members were required to don and doff personal protective equipment, such as helmets, gloves, jackets, boots, and glasses, often while off the clock.

Mediation and Settlement Efforts

15. The parties agreed to mediate, and, on June 30, 2022, the parties conducted a full-day mediation session before employment mediator Jeffrey Krivis. The mediation session was unsuccessful, and the parties continued to litigate the action. On May 5, 2023, the parties conducted a second, full-day mediation session before Mr. Krivis.

16. The parties agreed on settlement terms at this second mediation and executed a confidential memorandum of understanding of the substantive terms of the settlement that day. The parties then memorialized those terms in the Settlement Agreement and drafted the Settlement Notice. The parties executed the Settlement Agreement on August 24, 2023.

17. During all settlement discussions, the parties conducted their negotiations at arm's length and in relative adversarial positions. To facilitate settlement negotiations, Class Counsel investigated the applicable law and the facts in this case and extensively analyzed the potential damages that might be recovered following the exchange of documents and information with Defendant. Defendant provided thousands of pages of informal discovery including a 25% sampling of the timekeeping and payroll records of the Class, as well as Defendant's general policies, and other information necessary for a damages analysis. Plaintiff was willing and prepared at all times to litigate this matter through class certification and trial had the parties been unable to reach a resolution. Arriving at a settlement that was acceptable to both sides was difficult. Defendant and its attorneys felt strongly about Defendant's ability to prevail both on the merits of the case and at class certification, and Plaintiff and Class Counsel felt the same.

18. On September 13, 2023, pursuant to Cal. Lab. Code § 2699(1)(2), Plaintiff submitted a copy of the Settlement, as well as documents submitted to obtain preliminary approval of the Settlement, to the LWDA. A true and correct copy of an email confirming receipt of the proposed Settlement from the LWDA is attached hereto as **Exhibit A**.

19. On September 14, 2023, the Court granted preliminary approval of the Settlement.

THE SETTLEMENT

20. Defendant has agreed to pay a non-reversionary Gross Settlement Payment of \$1,950,000.00 to fully resolve the Settlement Class Members' Released Class Claims and the Aggrieved Employees' Released Claims with respect to Defendant and any of its affiliated entities and individuals ("Releasees"). See Settlement, ¶ 2(q). Defendant has agreed to pay the Gross Settlement Payment into the Settlement Administrator's interest-bearing Qualified Settlement Fund ("QSF") in four installments and the total of the Gross Settlement Payment and any interest gained on it is the "Gross Settlement Amount." *Id.*, ¶¶ 2(z), 25.

- a. The First Installment will be paid by December 31, 2023, the Second Installment on January 31, 2024, the Third Installment on January 31, 2025, and the Fourth Installment on January 31, 2026. *Id.*, ¶ 25(a)(i), (ii), (iii), and (iv). Only the Settlement Administrator will have access to the Qualified Settlement Fund. *Id.*, ¶ 25(a)(v). Defendant will further separately pay Defendant's Payroll Taxes on Settlement Awards to Class Members into the QSF. *Id.*, ¶¶ 2(q), 25 (a)(ii)-(iv).
- b. The Parties agreed to the aforementioned installment payment schedule based on Defendant's existing covenants with various banking institution, such that any total settlement payment at one time over \$1,000,000 would set Defendant into default. Given Defendant's financial condition, and given that Defendant has informed Plaintiff of its intent to file a declaration in support of its condition, the Plaintiff agrees that the proposed installment payment schedule is fair and reasonable.
- c. After the Court issues an Order granting Final Approval of the Settlement, the Settlement Administrator will make three disbursements from the Qualified Settlement Fund, as follows: (1) the First Disbursement of \$975,000 will be made within 5 business days after the scheduled Second Installment or the Effective Date,¹ whichever is later; (2) the Second Disbursement of \$487,500 will be made

¹ "Effective Date" means the later of (a) if there are no objections submitted, entry by the Court of a Final Approval Order and judgment finally certifying the Settlement Class and approving the Settlement, or (b) if there are objections to the settlement, 35 days after the Court enters a Final Approval Order and judgment approving the Settlement, or (c) if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order approving the settlement has been filed, 5 business days after any appeal, writ, or other appellate proceedings opposing the Settlement have been finally and conclusively dismissed with no right to pursue further remedies or relief. Settlement, ¶ 2(k).

within 5 business days after the scheduled Third Installment or the Effective Date, whichever is later; (3) the Third Disbursement of \$487,500 will be made within 5 business days after the scheduled Fourth Installment or the Effective Date, whichever is later. *Id.*, ¶ 25(c). Payments for Plaintiff's Service Award, Class Counsel's Costs, and portions of Class Counsel's Fee Award, the Settlement Administrator's Costs, and Individual Settlement Awards to the Class will be paid with the First Disbursement. *Id.*, ¶ 26. Payments for portions of Class Counsel's Fee Award, the Settlement Administrator's Costs, and Individual Settlement Awards to the Class will be paid with the Second Disbursement. *Id.* Payments from the PAGA Payment to the LWDA and Aggrieved Employees, and for portions of Class Counsel's Fee Award, the Settlement Administrator's Costs, and Individual Settlement Awards to the Class will be paid with the Third Disbursement. *Id.*

- d. The disbursement schedule for all of these payments, as well as what percentage of each payment represents compared to the total to be paid to the respective specific entity, follows here:

TYPE/SCHEDULE OF PAYMENT	ESTIMATED PAYMENT AMOUNT	PERCENT OF TOTAL PAYMENT/ENTITY
First Distribution Payments		
Individual Settlement Awards	\$583,742.19	50%
Settlement Administrator Costs	\$7,500.00	33%
Attorneys' Costs	\$32,507.81	100%
Attorneys' Fees	\$341,250.00	50%
Service Award	\$10,000.00	100%
Total	\$975,000.00	50%
Second Distribution Payments		
Individual Settlement Awards	\$309,375.00	27%
Settlement Administrator Costs	\$7,500.00	33%
Attorneys' Fees	\$170,625.00	25%
Total	\$487,500.00	25%
Third Distribution Payments		
Individual Settlement Awards	\$269,375.00	23%
PAGA Payment to LWDA	\$30,000.00	100%
PAGA Payments to Individuals	\$10,000.00	100%
Attorneys' Fees	\$170,625.00	25%
Settlement Administrator Costs	\$7,500.00	33%
Total	\$487,500.00	25%

1 *Id.*, ¶¶ 25(c), 26.

2 21. The “Net Settlement Amount,” which is currently estimated to be \$1,160,089, means
3 the Gross Settlement Amount less: Plaintiff Martinez’s Service Award (up to \$10,000 to Plaintiff
4 Martinez); Class Counsel’s Fee Award (up to \$682,500, or 35% of the Gross Settlement Payment)
5 and Class Counsel’s Costs of \$34,910.71; the Settlement Administrator Costs (estimated to be
6 \$22,500); the payment to the LWDA for its share of the PAGA Payment (\$30,000); and the Net
7 PAGA Amount to the Aggrieved Employees (\$10,000). *Id.*, ¶¶ 2(e), 2(l), 2(r)-(s), 2(u), 2(bb), 2(dd),
8 26(a)-(e), 28-30.

9 22. I am informed the Notice provided a description of the case and the proposed
10 Settlement, informed Class Members of their individual workweeks and estimated individual
11 settlement payment, explained how Settlement Class Members could receive payment under the
12 Settlement, exercise their right to opt-out, object, or dispute their workweeks, and identified Class
13 Counsel and the anticipated attorneys’ fees and costs. I was also informed by the Settlement
14 Administrator that it set up a settlement website and toll-free number for Class Members to review
15 all Settlement-related documents and to many any inquiries.

16 23. The parties have agreed to define the Class according to clear, objective criteria. The
17 Class Members can and have been readily identified from Defendant’s payroll records. I am
18 informed by the Settlement Administrator that there are a total of 413 Class Members. Defendant
19 initially estimated that 376 Class Members, Settlement, ¶ 25(b), and then provided a class list of
20 349 Class Members to the Settlement Administrator. However, on February 15, 2024 and following
21 the notice deadline, which expired on December 26, 2023 (with no objections, requests for
22 exclusion, or workweek disputes), my associate, Michelle S. Lim was informed by Defendant’s
23 counsel, Linh Hua, that Defendant had inadvertently excluded approximately 100 Class Members
24 from their initial class list. Defendant subsequently determined that the Escalator Clause in the
25 Settlement would be triggered by the inclusion of the additional Class Members and elected to
26 reduce the release period affected by the Settlement from June 2, 2017 to July 23, 2023, to June 2,
27 2017 to July 21, 2021. Following the Parties’ meet and confer efforts, and pursuant to the Court’s
28 April 16, 2024 stipulated order, I am informed by the Settlement Administrator that Defendant
29 subsequently provided the Settlement Administrator the corrected Class List on approximately April
30 17, 2024, and the Settlement Administrator provided supplemental notice to all Class Members on
31 April 24, 2024.

24. The modified notice deadline is set to expire on May 24, 2024. Plaintiff will provide an update on the outcome of the supplemental notice process, as well as Phoenix's declaration, by May 31, 2024, pursuant to the Court's April 16, 2024 stipulated order.

25. I am unaware of any opt-outs, objections, or workweek disputes being submitted as of the date of this Declaration.

The Proposed Settlement is Fair, Reasonable, and Adequate, and the Class Should be Certified for Purposes of Settlement

26. A preliminary review of the Settlement reveals the fairness of its terms. The estimated \$1,160,089 Net Settlement Amount and \$10,0000 Net PAGA Amount (for a total of \$1,170,089), derived from a Gross Settlement Payment of \$1,950,000, will result in fair and just relief to all Settlement Class Members and Aggrieved Employees. This amount will be available to the estimated 413 Class Members and Aggrieved Employees, exclusive of attorneys' fees and costs, administrative costs, and the service awards, and provides an excellent, estimated average recovery of \$2,833.15 (*i.e.*, \$1,170,089 divided by 413).

27. The Gross Settlement Payment of \$1,950,000 represents approximately 25% of Defendant's total estimated potential exposure in this action of \$7,785,120, or over 34% of Defendant's total estimated substantive exposure in this action of \$5,703,216 that Plaintiff calculated for core claims for unpaid meal and rest premiums and unpaid wages. For purposes of estimating these damages, Class Counsel updated their damages analysis based on the correct number of Class Members and pay periods, provided by the Settlement Administrator, with the following assumptions based on its investigation, that Plaintiff will fully prevail on all causes of action including at least one Labor Code violation per pay period during the PAGA time period, and can prove 3 minutes of off-the-clock work per Class Member spent donning and doffing personal protective equipment and approximately 70% of meal and rest break violations (less the number of penalties allegedly paid during the Class period).

28. Based on my knowledge and experience, the Settlement, which is based on the large volume of investigation, evidence, and analysis described above, satisfies the criteria for final settlement approval under California law and falls well within the required range of reasonableness. The Settlement is fair, reasonable, and adequate, and will provide a substantial benefit to Class Members. Class Counsel's efforts resulted in a substantial settlement by any standard, and an especially good result in light of the challenges Plaintiff would face in litigating the claims on a representative basis. Additionally, Plaintiff faced significant risks going forward with the litigation.

1 Defendant raised numerous defenses throughout this litigation, any one of which, if successful,
2 could have decimated the case. Accordingly, Plaintiff faced serious risks going forward, and it
3 would have likely taken several more years to realize any recovery.

4 29. Absent this Settlement, I estimate that Class Counsel's fees and costs would far
5 exceed \$2,000,000 to pursue these claims on behalf of Class Members. Proceeding in the litigation,
6 on the other hand, would require substantial additional preparation and discovery, involving the
7 depositions of Class Members and experts, presentation of witnesses at trial, and the analysis,
8 preparation, and presentation of voluminous documentary evidence. Class counsel anticipates few
9 objectors to the Settlement. Such efforts would likely take many more months, if not years, and
10 would necessitate expert witness testimony and significant additional litigation, including potential
11 appellate litigation.

12 30. Additionally, Plaintiff's derivative claims regarding waiting time penalties, accurate
13 wage statements, and PAGA penalties rise and fall with Plaintiff's other wage payment claims.
14 While Class Counsel believes that Plaintiff would prevail on these issues and others, Class Counsel
15 recognizes the risk that a fact finder may find for Defendant on one or more of these issues and may
16 find damages to be significantly less than what Plaintiff claims.

17 31. As to Plaintiff's PAGA claims, Plaintiff also faces risks in proving her claims in this
18 manner, including showing that trial can move forward without violating any due process concerns,
19 as suggested in the California Superior Court's recent decision in *Estrada v. Royalty Carpet Mills,*
20 *Inc.*, No. S274340, 2024 Cal. LEXIS 123, at *42 (Jan. 18, 2024).

21 32. This case is suitable as a class action and class certification is appropriate for purposes
22 of settlement. Plaintiff alleges that Defendant maintains common policies and practices equally
23 applicable to Plaintiff and all Class Members. Class Counsel's review of time records and other
24 evidence reveals a systemic failure on Defendant's part to provide timely, uninterrupted, duty-free
25 30-minute meal and 10-minute rest breaks or premium payments in lieu thereof, as required by law,
26 and to compensate Plaintiff and the Class Members for time spent donning and doffing personal
27 protective equipment and waiting in line for temperature checks before and after shifts.

28 33. Plaintiff also contends that Class-wide common factual issues—such as whether
29 Defendant failed to pay Plaintiff and the Class Members for all hours worked, whether Defendant
30 failed to pay Plaintiff and the Class Members at the appropriate rate, whether Defendant provided
31 compliant meal and rest periods or premium payments in lieu thereof, whether Defendant
32 maintained and provided accurate payroll records, Plaintiff's and the Class Members' hours of work,

1 and Plaintiff's and the Class Members' general job duties—would provide key evidence in support
2 of Plaintiff's claims. Plaintiff can rely on common proof (*e.g.*, Defendant's time and payroll records)
3 to show these common violations.

4 34. Defendant has maintained (among other things) that: individual inquiries regarding
5 the Class Members' alleged off-the-clock work, why the Class Members did not record their time,
6 and whether Defendant had knowledge of the Class Members' off-the-clock work will preclude
7 class certification; Plaintiff and many of the Class Members executed meal-period waivers that
8 preclude Plaintiff's meal-break claims; the record contains no evidence of unrecorded off-the-clock
9 work; and Defendant pays meal and rest premiums and otherwise complies with its obligation to
10 provide duty-free meal and rest breaks. Although Plaintiff believes that she would ultimately prevail
11 on the merits and at class certification, proceeding in this litigation nonetheless carries risks and
12 would require significant additional time and resources. By contrast, the Settlement will yield a
13 prompt, certain, and substantial recovery for Plaintiff, the Class Members, and the Aggrieved
14 Employees, benefiting the parties, the Court, and the State of California.

15 **SERVICE AWARD**

16 35. The unopposed enhancement payment of up to \$10,000 for Plaintiff Martinez is
17 intended to compensate her for the broader release and for the critical role she played in this case,
18 and the time, effort, and risks she undertook in helping secure the result obtained on behalf of Class
19 Members.

20 36. Plaintiff's proposed enhancement payment totals \$10,000, representing only 0.5% of
21 the Gross Settlement Payment.

22 37. In agreeing to serve as Class representative, Plaintiff formally agreed to accept the
23 responsibilities of representing the interests of all Class Members.

24 38. To my knowledge, no conflict exists between Plaintiff and the Class Members, and
25 Plaintiff Martinez has contributed many hours to this case. She has provided extensive information
26 and produced documents which have been of major importance in this litigation. Plaintiff has taken
27 part in the Settlement decision and has remained apprised of the case at all times since she chose to
28 serve as the Class representative.

29 39. Defendant indicated that it does not oppose the requested payment as a reasonable
30 service award.

31 **ATTORNEYS' FEES**

32 40. Plaintiff has incurred a significant amount in attorneys' fees, based on the lodestar

1 calculation method. The requested attorneys' fees award of up to \$682,500, representing 35% of
2 the Gross Settlement Payment of \$1,950,000 (not the Gross Settlement Amount, which includes all
3 interest gained on the Gross Settlement Payment), is reasonable. The amount of fees incurred will
4 only increase with preparation and attendance at the preliminary and final approval hearings, further
5 communications with Class Members, and Settlement administration and oversight.

6 41. Class Counsel has undertaken all the risks and costs of this litigation on a contingent-
7 fee basis. As such, Class Counsel faced the real risk of recovering nothing or close to nothing for
8 their investment in this case. The inherent risk of proving liability and damages on a class-wide
9 basis and Defendant's representation by skillful counsel confronted Class Counsel with the prospect
10 of recovering nothing or very little for their investment in the case. Nevertheless, Plaintiff and Class
11 Counsel committed themselves to developing and prosecuting Plaintiff's claims to enforce the
12 injured employees' rights and maximize recovery. The risks involved in such an undertaking are
13 precisely the reasons for multipliers in contingency fee cases. *See* Posner, *Economic Analysis of*
14 *Law*, 534, 567 (4th ed. 1992) ("A contingent fee must be higher than a fee for the same legal services
15 paid as they are performed ... because the risk of default (the loss of the case, which cancels the
16 debt of the client to the lawyer) is much higher than that of conventional loans."). Because
17 Settlement Class Members will receive a significant payment if the Settlement is approved, Class
18 Counsel seeks a reasonable fee award for their efforts and the risk they have assumed.

19 42. As of May 7, 2024, Class Counsel has devoted approximately 572.4 hours to this case
20 for a current total lodestar of \$433,019.50. A true and correct summary of SWCK's lodestar as of
21 that date, is attached here as **Exhibit B**. This summary omits the hours expended by Class Counsel
22 to prepare, file, and appear to argue Plaintiff's motion to compel discovery, which were previously
23 awarded by the Court as sanctions against Defendant's Counsel. ¶

24 43. SWCK uses an electronic timekeeping system where attorneys and staff members
25 record time contemporaneously as they complete case tasks. I have reviewed the billing records for
26 the attorneys and staff that have been used to prepare the following summaries. Due to the amount
27 of privileged information contained in SWCK's actual hourly billing records, those detailed records
28 are not attached here, but can easily be provided for this Court's *in camera* review should the Court
29 wish to review them.

30 44. SWCK's hourly rates for the partners, attorneys, and professional staff have been
31 accepted and approved in other recent class and representative action wage and hour litigation by
32 federal and state courts. Virtually all my practice is on a contingent-fee basis, and I rarely engage in

1 representation of clients with payment on an hourly basis. The hourly rates supplied are SWCK's
2 customary rates for purposes of lodestar cross-checks in common fund cases.

3 45. Class Counsel's aggregate lodestar will increase as a result of preparation for and
4 attendance at the Final Approval Hearing and the settlement administration process.

5 46. I am the lead partner at SWCK with respect to this action, and I actively litigated this
6 case. In particular, I worked with my team to strategize regarding the case generally, strategized
7 with the team regarding mediation and developed and implanted a mediation strategy, appeared at
8 the mediations, correspond with the mediator regarding settlement, oversaw and corresponded with
9 my team regarding the drafting of the settlement agreement and papers for approval of the
10 settlement, and reviewed the settlement agreement and settlement approval papers. Biographies of
11 SWCK's lead attorneys, Carolyn H. Cottrell, Ori Edelstein, and Michelle S. Lim, are attached hereto
12 as **Exhibits C-E**.

13 47. Ori Edelstein was the primary senior associate on this matter at SWCK before he
14 became partner at SWCK in 2022. He has been practicing for approximately 14 years and earned
15 his Juris Doctor from Georgetown University Law Center in 2009. Mr. Edelstein worked on this
16 case in all capacities, with particular focus on development and implementing case strategy; drafting
17 and editing complaints, motions and supporting briefing, as well as mediation briefing and the
18 settlement and its iterations; handling discovery meet and confer communications; reviewing and
19 revising damages analyses; and appearing at and arguing at hearings and mediations.

20 48. Michelle S. Lim is an associate at SWCK and contributed much of the attorney work
21 for SWCK. Ms. Lim has been practicing for approximately 7 years and earned her Juris Doctor from
22 the George Washington University Law School in 2014. Ms. Lim has been designated as a Super
23 Lawyer Rising Star since 2021 and her practice focuses on wage and hour class actions. Ms. Lim
24 researched, drafted, and edited briefing and other documents, including the settlement, the motion
25 to compel discovery and opposition to motion to compel arbitration, mediation briefing, briefing for
26 the preliminary and final approval motions, among others. Ms. Lim also appeared for mediations
27 and conducted analyses on data and damages, led and coordinated Class Counsel's outreach efforts
28 to interview numerous Class Members, and was the primary point of contact for Class Members at
29 SWCK. Ms. Lim was also extensively involved in analyzing Defendant's production of documents
30 and data.

31 49. The other attorneys reflected in Exhibit B were primarily involved in conducting
32 interviews with Class Members, preparing initial drafts of motions and discovery, and various

1 research assignments. The bulk of this work was performed by SWCK attorneys who performed
2 extensive document review and interviews with Class and Collective Members, which required an
3 enormous amount of time and effort to conduct. Their substantial efforts in this regard were
4 instrumental in enabling Plaintiffs to prepare an accurate damages analysis in advance of mediation
5 and to further investigate the claims at issue in the Action. These former and current attorneys
6 include: Amanda Marshall, Aura Cornejo, Frank Perez, James Dion, Kristabel Sandoval, Moises
7 Jrade, Nicholas Duby, Philippe Gaudard, and Sergio Salazar.

8 50. The other individuals reflected in Exhibit B under the law clerks, paralegals, and
9 clerical staff sections performed duties such as outreach efforts for the Class members, finalizing
10 and filing documents, calendaring deadlines, and preparing documents for service and mailing.
11 They also assisted with reserving hearing dates, scheduling court reporters, checking the docket for
12 updates we may not have received by mail and for tentative rulings, and communicating with the
13 court and the attorneys. For example, Rocio D. Espinoza, the main paralegal on this matter, also
14 assisted in the translation of the concurrently filed Declaration of Maria Martinez, as she has been
15 a fluent speaker in Spanish her entire life and has further assisted on similar translation projects at
16 our firm.

17 51. All of the work described above was reasonable and necessary to the prosecution and
18 settlement of this case. Class Counsel conducted extensive factual and legal investigation and
19 marshaled the case through mediation and settlement approval. Through this comprehensive
20 evaluation of the facts and law, Class Counsel was able to settle this case for a substantial sum. Class
21 Counsel achieved this result in a very timely fashion, providing members of the Settlement Class
22 with substantial and certain relief much sooner than if litigation continued in this matter.

23 52. SWCK staffed the case as efficiently as it could considering the difficulty of the case
24 and the vigorous defense presented. For example, Mr. Edelstein was the primary senior associate
25 staffed on this case until he became partner in 2022 at SWCK, and he expended much of his time
26 on litigation strategy, editing briefs, and arguing at hearings. Ms. Lim was the primary associate
27 staffed on this case and did the lion's share of brief writing and discovery. Having these dedicated
28 associates on the case benefited the institutional memory on the matter and increased efficiency,
29 particularly because they could take on projects ordinarily assigned to more experienced attorneys,
30 as discussed above. During discrete periods of time, I also had several staff attorneys and law clerks
31 with lower billing rates, particularly to conduct interviews with Class Members and to work on
32 document review and miscellaneous research.

1 53. Judge Gregory K. Frizzell of the United States District Court for the Northern District
2 of Oklahoma recently praised the skill of this litigation team as class action litigators in *Huddleston*
3 *v. John Christner Trucking, LLC* (N.D. Okla., No. 4:17-cv-00549-GKF-CDL, October 31, 2022,
4 ECF 285). At final approval, Judge Frizzell found that “Class Counsel have extensive experience,
5 reputation, and ability that propelled the excellent result obtained for the Class Members” and that,
6 prior to settlement, “Class Counsel successfully certified three groups of class members on distinct
7 theories of liability, representing significant novelty and difficulty and requiring substantial
8 skill.” Judge William Q. Hayes of the United States District Court for the Southern District of
9 California also praised this team as class action litigators in *Amaraut v. Sprint/United Mgmt. Co.*,
10 2021 WL 3419232, 2021 U.S. Dist. LEXIS 147176, at *18 (S.D. Cal. Aug. 5, 2021). Judge Hayes
11 found that “Class Counsel has significant experience in class action and wage and hour litigation
12 and has demonstrated significant skill during this contentious litigation.” In awarding a one-
13 third fee award, Judge Hayes held that was justified by, inter alia, “the excellent results obtained,
14 the substantial risk borne by Class Counsel in litigating this matter, [and] the high degree of skill
15 and quality of work performed.”

16 54. SWCK’s hourly rates are the usual and customary 2024 rates for each individual in
17 all of our cases.

18 55. The exact hourly rates for SWCK’s litigation team, as set forth in Exhibit B, were
19 recently found to be reasonable for purposes of a lodestar crosscheck by the Northern District of
20 California. *Lopez v. Eurofins Scientific, Inc., et al.*, ECF 90 (Case No. 3:21-cv-08652-LB) (Northern
21 District of California, Feb. 15, 2024) (finding “the fee award is further supported by a lodestar
22 crosscheck, whereby it finds that SWCK’s hourly rates are reasonable, that the estimated hours
23 expended are reasonable, and that the multiplier is reasonable”). Among other examples, the prior
24 litigation rates for my team were also found to be reasonable for purposes of a lodestar crosscheck
25 in *Beissel v. W. Flyer Express, LLC*, No. CIV-21-903-R, 2023 U.S. Dist. LEXIS 197749, at *9
26 (W.D. Okla. Nov. 3, 2023) (awarding one-third fee award, plus costs, and holding that SWCK’s “the
27 hourly rates of Schneider Wallace Cottrell Konecky LLP [] are reasonable, and that the estimated
28 hours expended are reasonable”); in *Wright v. Frontier Management LLC*, No. 2:19-cv-01767-JAM-
29 CKD, ECF 103 (N.D. Cal. Mar. 13, 2023) (approving a one-third fee award and finding “Class
30 Counsel’s hourly rates are within the prevailing range of hourly rates charged by attorneys providing
31 similar services in class action, wage-and-hour cases in California”); in *Huddleston v. John*
32 *Christner Trucking LLC*, No. 4:17-cv-00549-GKF-CDL, ECF 285 (N.D. Okla. Oct. 31, 2022)

1 (approving a one-third fee award and finding “Class Counsel have extensive experience, reputation,
2 and ability that propelled the excellent result obtained for the Class Members” and “the requested
3 fee award is consistent with consumer and wage and hour class and collective action litigation in
4 this Circuit and across the country”); *Amaraut v. Sprint/United Mgmt. Co.*, 2021 WL 3419232, 2021
5 U.S. Dist. LEXIS 147176, at *20 (S.D. Cal. Aug. 5, 2021), (“the hourly rates of [SWCK] ... are
6 reasonable, and that the estimated hours expended are reasonable” where “[t]wenty-five attorneys
7 and paralegals from SWCK spent 1,707.90 hours on [the] case, with billing rates ranging from \$300
8 to \$450 for the paralegals and \$680 to \$1,005 for the attorneys”); in *Villafan v. Broadspectrum*
9 *Downstream Servs., Inc., et al.*, Case No. 3:18-cv-06741-LB, ECF 150 (N.D. Cal. Apr. 8, 2021)
10 (awarding one-third fee award, plus costs, and holding that SWCK’s “billing rates are normal and
11 customary (and thus reasonable) for lawyers of comparable experience doing similar work”); and
12 in *Soto, et al. v. O.C. Commc’ns, Inc., et al.*, Case No. 3:17-cv-00251-VC, ECF 304, 305 (N.D. Cal.
13 Oct. 23, 2019) (approving a one-third fee award, and in late 2019, finding that “the fee award is
14 further supported by a lodestar crosscheck, whereby it finds that the hourly rates of [SWCK] ... are
15 reasonable, and that the estimated hours expended are reasonable.”). The Orange County Superior
16 Court also found prior hourly rates for my team to be reasonable for purposes of a lodestar
17 crosscheck on January 31, 2020 in *El Pollo Loco Wage and Hour Cases*, Case No. JCCP 4957,
18 Orange County Superior Court, order dated January 31, 2020. The Sacramento Superior Court
19 granted final approval of a class action settlement and SWCK’s fee request pursuant to a lodestar
20 crosscheck that incorporated my team’s then-customary rates. *Manni v. Eugene N. Gordon, Inc.*
21 *d/b/a La-Z-Boy Furniture Galleries*, Case No. 34-2017-00223592, Sacramento Superior Court,
22 order dated September 5, 2019. In *Shaw, et al. v. AMN Servs., LLC, et al.*, No. 3:16-cv-02816, ECF
23 167 (N.D. Cal. May 31, 2019), the Court conducted a lodestar cross check and held that “the hourly
24 rates charged by [SWCK] are within the prevailing range of hourly rates charged by attorneys
25 providing similar services in class action, wage-and-hour cases in California.” The Court further
26 held that the “hourly rates of Class Counsel [SWCK] also have consistently and recently been
27 approved as reasonable by the courts.” Other approvals of SWCK’s historical hourly rates include:
28 *Knapp v. Art.com, Inc.*, No. 3:16-cv-00768-WHO, ECF 89 (N.D. Cal. October 24, 2018);
29 *Villalpando v. Exel Direct Inc.*, 2016 WL 7740854, at *1 (N.D. Cal. Dec. 12, 2016); *Winans v.*
30 *Emeritus Corp.*, 2016 WL 107574, at *8 (N.D. Cal. Jan. 11, 2016); *Carnes v. Atria Senior Living*
31 *Inc.*, Case No. 14-cv-02727-VC, ECF 115, at 4-5 (N.D. Cal. July 12, 2016); *Meza v. S.S. Skikos,*
32 *Inc.*, Case No. 3:15-cv-01889-TEH, ECF 58, at 4 (N.D. Cal. May 25, 2016).

1 56. The amount of fees requested by Class Counsel represents a multiplier of 1.6. Class
2 Counsel anticipates follow-up work to communicate with Class Members, oversee the settlement
3 process, and attend the Final Approval Hearing, which will increase the lodestar amount listed here
4 – and which will cause the multiplier to decrease even further.

5 57. Class Counsel undertook all the risk of this litigation on a completely contingent fee
6 basis, expending time and incurring expenses with the understanding that there was no guarantee of
7 compensation or reimbursement. If they were unsuccessful in obtaining a positive result, Class
8 Counsel would not receive *any* compensation for their large investment of time and resources in
9 prosecuting the claims. The successful result obtained after multiple years of complex litigation, in
10 the face of considerable risk of non-payment, further counsels in favor of a one-third fee award.

11 58. In this case, given the excellent results achieved, the effort expended on discovery
12 and in extensive mediated settlement negotiations, and the risks and difficulties attendant to
13 litigating this hybrid class/collective case, the award of fees and costs is warranted. There was no
14 guarantee of compensation or reimbursement. Rather, counsel undertook all the risks of this
15 litigation on a completely contingent fee basis. These risks were front and center. Defendant's
16 vigorous and skillful defense further confronted Class counsel with the prospect of recovering
17 nothing or close to nothing for their commitment to and investment in the case.

18 59. Nevertheless, Plaintiff and her counsel committed themselves to developing and
19 pressing Plaintiff's legal claims to enforce the employees' rights and maximize the class and
20 collective recovery. The challenges that Class Counsel had to confront and the risks they had to fully
21 absorb on behalf of the class and collective here are precisely the reasons for multipliers in
22 contingency fee cases.

23 60. The Settlement reached with Defendant, because of two full mediations and
24 considerable additional arms' length negotiations, involves complex provisions that are specific to
25 wage and hour litigation, and despite Defendant's weakened financial condition. The Settlement and
26 the result achieved reflect Class Counsel's skill and experience. The Settlement provides members
27 of the Class with substantial benefits without having to wait through additional years of drawn-out
28 litigation. Based upon the foregoing reasons, Class Counsel respectfully requests that this motion
29 be granted.

30 61. Pursuant to the terms of the Settlement, Defendant agreed not to object to an award
31 of 35% of the Gross Settlement Payment for attorneys' fees, plus reasonable costs.
32

1 62. To date and to my knowledge, no Class Member has objected to the request for
2 attorneys' fees (listed on the Notice of Settlement as not to exceed 35% of the Gross Settlement
3 Payment, or \$682,500).

4 **ATTORNEYS' COSTS**

5 63. This litigation required my firm to advance costs. Because the risk of advancing costs
6 in this type of litigation is significant, doing so is often prohibitive to many attorneys.

7 64. As of February 14, 2024, my firm expended \$32,507.81 in out-of-pocket costs to
8 prosecute this action. A true and correct breakdown of the costs is attached hereto as **Exhibit F**.
9 This summary includes sanctions awarded by the Court in the amount of \$60 for costs to file
10 Plaintiff's motion to compel discovery, which did not cover the full \$477.50 in costs incurred to file,
11 provide requisite courtesy copies to the Court, and appear for the hearing (the residue of which
12 Plaintiff now requests).

13 65. The expenses incurred pertaining to this action are reflected in the books and records
14 of this firm. These books and records are prepared from invoices, expense vouchers and check
15 records and are an accurate record of the expenses incurred. Costs incurred include, for example,
16 costs for filing and service, mediation costs, document retrieval and printing costs, mailing costs,
17 jury fees, and costs for submission of the PAGA letter to the LWDA. All of these expenses were
18 reasonable and necessary for the successful prosecution of this litigation.

19 66. Pursuant to the terms of the Settlement, Defendant does not object to a request for
20 costs up to \$40,000.

21 67. To date and to my knowledge, no Class Member has objected to the request for costs
22 (listed on the Notice of Settlement as not to exceed \$40,000).

23 68. Class Counsel's efforts resulted in an excellent settlement. The fee and costs award
24 should be finally approved as fair and reasonable.

25 I declare under penalty of perjury under the laws of the state of California that the foregoing
26 is true and correct and is based on my own personal knowledge.

27 Executed this 7th day of May 2024 in Auburn, California.

28
29 
30 Carolyn H. Cottrell
31
32

EXHIBIT A

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, September 13, 2023 3:39 PM
To: Eugene N. Huffman <ehuffman@schneiderwallace.com>
Subject: Thank you for your Proposed Settlement Submission

Notice: This email originated from outside of the organization. Please use caution before opening any attached file you did not expect from the sender. Contact support@langtech.com if in doubt.

09/13/2023 03:39:08 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <https://protect-us.mimecast.com/s/ROkWCM8XWZSqqX9wTwRcL9>

EXHIBIT B

Martinez, Maria v. Mariani Packing Co., Inc., 102216

Billing Summary by Matter

Inception - 05/07/2024, All Timekeepers

TIMEKEEPER	TITLE	LICENSE DATE	HOURLY RATE (\$)	HOURS	AMOUNT (\$)
Clerical Staff					
Caroline Dean (CJD)	Accounting Specialist		250	3.5	875.00
Gwendolyn Krause (GAK)	Accounting Supervisor		270	0.9	243.00
Joseph McKay (JXM)	Docketing Clerk		275	0.1	27.50
Kamron Batstone (KKB)	Executive Assistant		250	0.3	75.00
Subtotal				4.8	\$ 1,220.50
Of Counsel / Associates					
Amanda Marshall (AXM)	Staff Attorney	06/16/2023	750	4.9	3,675.00
Aura Cornejo (AEC)	Associate	11/01/2019	800	0.4	320.00
Frank Perez (FAP)	Associate Attorney		800	5.2	4,160.00
James Dion (JMD)	Staff Attorney	12/05/2017	850	26.9	22,865.00
Justin Quin (JPQ)	Legal Brief Writer	05/01/2017	850	39.1	33,235.00
Kristabel Sandoval (KXS)	Associate		775	0.5	387.50
Michelle Lim (MSL)	Associate	06/01/2017	850	192.3	163,455.00
Moises Jrade (MXJ)	Staff Attorney	05/10/1996	1045	2.0	2,090.00
Nicholas Duby (NRD)	Associate	12/04/2020	775	0.2	155.00
Philippe Gaudard (PMG)	Associate	06/01/2020	775	4.3	3,332.50
Rebecca Sheehan (RHS)	Legal Brief Writer	11/13/2018	825	23.2	19,140.00
Sergio Salazar (SLS)	Staff Attorney	04/16/2021	775	2.8	2,170.00
Subtotal				301.8	\$ 254,985.00

Paralegals / Law Clerks

Ashley Hermann (AZH)	Paralegal		450	1.9	855.00
Benita Harris (BHH)	Docketing Specialist		275	0.2	55.00
Brianda Rodriguez (BCR)	Outreach Specialist		350	4.6	1,610.00
Collin Hoover (CEH)	Paralegal		450	29.0	13,050.00
Eugene Huffman (ENH)	Paralegal		450	41.4	18,630.00
Lonnie Christopher (LRC)	Docketing Specialist		325	3.1	1,007.50
Lourdes Castro (LEC)	Jr. Paralegal		450	2.7	1,215.00
Maria Alvarez (MTA)	Legal Assistant		325	2.9	942.50
Michael Garcia (MEG)	Docketing Specialist		325	20.3	6,597.50
Michaela Stewart (MLS)	Docketing Specialist		325	4.5	1,462.50
Nicole Shoener (NXS)			450	7.2	3,240.00
Rocio Espinoza (RDE)	Paralegal		450	2.6	1,170.00
Sarah Price (SQP)	Case Manager		500	3.3	1,650.00
Silvia Carter (SGC)	Paralegal		450	0.7	315.00
Talal Al-Hindi (TRA)	Outreach Specialist (Law Clerk)		400	4.4	1,760.00
Thomas Barnett (TRB)	Outreach Supervisor		350	16.9	5,915.00
Tracey McClain (TLM)	Intake Manager		425	0.7	297.50
Tyler Smith (TBS)	Office Manager/Paralegal		500	9.5	4,750.00
Vincent Yasay (VCY)			450	3.3	1,485.00
Subtotal				159.2	\$ 66,007.50
Partners					
Carolyn Cottrell (CMH)	Partner	12/13/1993	1295	49.8	64,491.00
Ori Edelstein (OXE)	Partner	12/01/2009	1155	40.1	46,315.50

Subtotal	89.9	\$	110,806.50
Total:	555.7	\$	433,019.50

Martinez, Maria v. Mariani Packing Co., Inc. (PAGA), 102217

Billing Summary by Matter

Inception - 05/07/2024, All Timekeepers

TIMEKEEPER	TITLE	LICENSE DATE	HOURLY RATE (\$)	HOURS	AMOUNT (\$)
Clerical Staff					
Joseph McKay (JXM)	Docketing Clerk		275	1.4	385.00
Subtotal				1.4	\$ 385.00
Of Counsel / Associates					
Frank Perez (FAP)	Associate Attorney		800	0.2	160.00
Michelle Lim (MSL)	Associate	06/01/2017	850	3.1	2,635.00
Philippe Gaudard (PMG)	Associate	06/01/2020	775	1.5	1,162.50
Subtotal				4.8	\$ 3,957.50
Paralegals / Law Clerks					
Ashley Hermann (AZH)	Paralegal		450	4.8	2,160.00
Brianda Rodriguez (BCR)	Outreach Specialist		350	2.4	840.00
Collin Hoover (CEH)	Paralegal		450	0.4	180.00
Silvia Carter (SGC)	Paralegal		450	0.1	45.00
Tracey McClain (TLM)	Intake Manager		425	0.6	255.00
Tyler Smith (TBS)	Office Manager/Paralegal		500	0.5	250.00
Subtotal				8.8	\$ 3,730.00
Partners					
Ori Edelstein (OXE)	Partner	12/01/2009	1155	1.7	1,963.50
Subtotal				1.7	\$ 1,963.50
Total:				16.7	\$ 10,036.00

EXHIBIT C

Carolyn Cottrell has been a member of Schneider Wallace Cottrell Konecky LLP since 1995. She has spent her legal career advocating for the rights of individuals who have been subjected to underpayment of wages, discrimination, harassment and retaliation. She has litigated hundreds of class actions and individual claims including wage and hour, employment discrimination and civil rights actions.

Ms. Cottrell was honored as a "Top Woman Litigator" by the Daily Journal and she was nominated for "Woman Trial Lawyer of the Year" by the Consumer Attorneys of California. She has also served on the Board of Directors of the San Francisco Trial Lawyers Association.

EXHIBIT D

Ori Edelstein is a partner at the Schneider Wallace Cottrell Konecky Bay Area office. Ori's practice focuses on complex litigation, with an emphasis on representing employees in employment class actions. He also represents individuals bringing claims of discrimination, sexual harassment, and wrongful termination.

Ori graduated from Georgetown University Law Center in 2009 and has an undergraduate degree in economics from the University of California, Berkeley. During law school Ori was a judicial intern for the Honorable Mary Ellen Coster Williams of the U.S. Court of Federal Claims. He also spent a year in the DC Law Students in Court clinic handling landlord-tenant cases.

Ori is admitted to practice before all state courts in California, the United States District Courts for the Eastern and Northern Districts of California, and the United States Court of Appeals for the Ninth Circuit.

Prior to joining the firm, Ori developed extensive employment law experience in cases involving wage and hour, discrimination, harassment, wrongful termination, and retaliation. Ori has successfully represented clients in state and federal court, as well as in mediations, arbitrations, and administrative actions.

EXHIBIT E

Michelle Lim is an associate attorney at Schneider Wallace Cottrell Konecky LLP and her practice focuses on employment and civil rights individual and class action cases.

Michelle is admitted to practice law in the state of California and the United States District Court of the Northern, Southern, Central, and Eastern Districts of California.

Michelle graduated with presidential distinction for pro bono service from The George Washington University Law School. During law school, Michelle served as an associate on The George Washington University Law Review and successfully represented low-income clients in criminal misdemeanor cases as a student attorney with D.C. Law Students in Court. Michelle also received Best Memorandum and finished as a semi-finalist at the Pamela Spanogle Commercial Arbitration competition and represented her law school at the 21st Annual Willem C. Vis International Commercial Arbitration Moot competition in Hong Kong.

Michelle worked throughout her law school career, including as a judicial intern for the Honorable Patricia B. Broderick of the District of Columbia Superior Court, as a law clerk for The Public Defender Service, as a law clerk for the National Association of Criminal Defense Lawyers, and as a research assistant to Professor Roger G. Fairfax. During her free time, Michelle also served as president for the District Record Sealing Service at the Public Defender Service to help low-income candidates navigate D.C. expungement laws.

Michelle received her Bachelor of Arts in English with Highest Honors for her thesis from the University of California, Los Angeles. Prior to joining Schneider Wallace Cottrell Konecky LLP, Michelle worked as a law clerk at CNP Law Firm based in Los Angeles and volunteered at the Legal Aid Foundation of Los Angeles.

EXHIBIT F

CASE COSTS

Martinez, Maria v. Mariani Packing Co., Inc. (102216)

Martinez, Maria v. Mariani Packing Co., Inc. (PAGA) (102217)

Date: 05/02/2024

DATE	VENDOR	DESCRIPTION	AMOUNT
04/01/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 03/01/21 - 03/31/21	\$ 62.29
06/07/2021	Neilson & MacRitchie	Investigation Maria Martinez	\$ 337.50
06/07/2021	Rapid Legal Inc.	6/2/21 Court Filing (16 - 50 pages) Suburban Court Received/Lodged in Drop Box- No Sp	\$ 565.00
07/01/2021	West Payment Center	Research 06/01/21 - 06/30/21	\$ 150.16
07/13/2021	One Legal LLC (Info Track)	Civil Case Cover Sheet, Complaint, Summons, Standing Order re E-Service - No Split	\$ 108.25
07/19/2021	One Legal LLC (Info Track)	POS, POS - No Split	\$ 30.00
07/30/2021	One Legal LLC (Info Track)	First Amended Complaint - No Split	\$ 122.50
08/05/2021	Rapid Legal Inc.	Court Filing Fees advanced to complete assignment - No Split	\$ 1,000.00
08/09/2021	One Legal LLC (Info Track)	First Amended Class Action Complaint - No Split	\$ 157.00
08/10/2021	One Legal LLC (Info Track)	Proof of Service - No Split	\$ 67.50
08/31/2021	One Legal LLC (Info Track)	Proof of Service - No Split	\$ 67.50
08/31/2021	One Legal LLC (Info Track)	Proof of Service - No Split	\$ 67.50
09/15/2021	One Legal LLC (Info Track)	POS, POS - No Split	\$ 30.00
09/21/2021	Clerk of the Superior Court	Jury Fee - Case No. FCS056622	\$ 150.00
10/06/2021	Rapid Legal Inc.	Case Management Statement, Proof Of Service - No Split	\$ 180.25
10/11/2021	CourtCall, LLC (Paid by CC)	Remote Appearance: Michelle Lim	\$ 94.00
10/18/2021	Rapid Legal Inc.	Case Management Statement, Proof Of Service - No Split	\$ 35.25
12/31/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 12/01/21 - 12/31/21	\$ 152.64
01/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 01/01/22 - 01/31/22	\$ 115.90
02/01/2022	Rapid Legal Inc.	Court Filing - Suburban Court - No Split	\$ 105.25
02/01/2022	Rapid Legal Inc.	Courtesy Copy Delivery - Suburban Court Same Day - No Split	\$ 35.25
02/07/2022	CourtCall, LLC (Paid by CC)	Telephone appearance - Michelle Lim	\$ 94.00
02/23/2022	Steno Agency, Inc	02/15/22 - Hearing - Case Management Conference - Deferred	\$ 325.00
02/28/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 02/01/22 - 02/22/22	\$ 3.65
03/09/2022	First Mediation Corporation	06/30/22 Mediation	\$ 9,000.00
05/06/2022	Pacer	Pacer - Document Retrieval - QTR 1 2022	\$ 2.60
07/12/2022	One Legal LLC (Info Track)	Case Management Statement	\$ 5.00
07/20/2022	One Legal LLC (Info Track)	Case Management Statement	\$ 70.00
07/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 07/01/22 - 07/31/22	\$ 225.94
08/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 08/01/22 - 08/31/22	\$ 58.46
09/30/2022	One Legal LLC (Info Track)	eServe Fee - Amended Complaint	\$ 5.00
09/30/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 09/01/22 - 09/30/22	\$ 88.84
10/24/2022	One Legal LLC (Info Track)	eServe Charge - Second Amended Complaint	\$ 129.00
11/07/2022	Rapid Legal Inc.	11/07/22 - Court Filing - Notice of Motion, Memorandum of Points and Authorities, Declar	\$ 242.00
11/07/2022	Rapid Legal Inc.	11/07/22 - Courtesy Copy Delivery - Notice of Motion, Memorandum of Points and Author	\$ 42.00
11/30/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 11/01/22 - 11/30/22	\$ 43.09
11/30/2022	SWCK	CA - Reclass Postage to Case Costs (2021-2022)	\$ 2.64
12/13/2022	One Legal LLC (Info Track)	Court Filing, Photocopy & eServe Fees - Opposition to Defendant's Petition/Motion to Coi	\$ 255.50
12/15/2022	One Legal LLC (Info Track)	Court Filing, Photocopy & eServe Fees - Reply in Support of Plaintiffs Motion to Compel	\$ 193.50
12/15/2022	One Legal LLC (Info Track)	Court Filing & eServe Charges - CMS	\$ 151.00

DATE	VENDOR	DESCRIPTION	AMOUNT
12/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 12/01/22 - 12/31/22	\$ 180.04
01/09/2023	One Legal LLC (Info Track)	Court Filing & eFiling Fees - Case Management Statement	\$ 151.00
01/30/2023	One Legal LLC (Info Track)	Court Filing - Request for Appointment of Official Reporter Pro Tempore	\$ 110.75
02/09/2023	Superior Court of Solano	Minute order for document request	\$ 4.00
02/21/2023	Superior Court of Solano	Document Request Jan 26, 2023 Order Scheduling Case Management Conference (2 Pa	\$ 1.00
03/22/2023	First Mediation Corporation	05/05/23 Mediation 2nd Session	\$ 10,000.00
04/30/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 04/01/23 - 04/30/23	\$ 73.87
06/02/2023	One Legal LLC (Info Track)	eServe Fees - Case Management Statement, Proof of Service	\$ 75.00
06/30/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 06/01/23 - 06/30/23	\$ 8.51
07/14/2023	ILYM Group, Inc.	Class Action Administration - No Split	\$ 1,116.16
07/31/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 07/01/23 - 07/31/23	\$ 1,735.12
08/10/2023	One Legal LLC (Info Track)	Court Filing, Courtesy Copy & Service Fees - Stipulation and Proposed Order to Continue	\$ 148.00
08/22/2023	Esquire Deposition Solutions	8/15/23 - Document Translation Service	\$ 1,935.34
08/31/2023	One Legal LLC (Info Track)	Court Filing Fees - Stipulation and Proposed Order to Expedite Briefing Schedule re Moti	\$ 116.00
08/31/2023	One Legal LLC (Info Track)	Court Filing Fees - Stipulation and Proposed Order to Continue Hearing on Motion for Pre	\$ 20.00
08/31/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 08/01/23 - 08/31/23	\$ 1,550.94
09/05/2023	Rapid Legal Inc.	Court Filing - Motion - Other, Declaration In Support Of Motion, Order - Other	\$ 297.50
09/30/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 09/01/23 - 09/30/23	\$ 409.62
09/30/2023	SWCK	Copies and Printing from Shared Printing (2021-2023)	\$ 64.00
03/08/2024	One Legal LLC (Info Track)	eFiling Fee - Statement	\$ 17.90
Total Martinez, Maria v. Mariani Packing Co., Inc. (102216)			\$ 32,585.71
05/15/2021	LWDA	PAGA Filing	\$ 75.00
11/04/2021	Steno Agency, Inc	10/19/21 - Transcripts - Deferred 100%	\$ 750.00
01/24/2023	Steno Agency, Inc	01/19/23 Hearing - Plaintiff's Motion to Compel Discovery	\$ 750.00
09/14/2023	Steno Agency, Inc	09/14/23 Late Cancellation - Hearing - Motion For Preliminary Approval	\$ 750.00
Total Martinez, Maria v. Mariani Packing Co., Inc. (PAGA) (102217)			\$ 2,325.00
Grand Total			\$ 34,910.71

1 **PROOF OF SERVICE**

2
3 I, the undersigned, declare that I am, and was at the time of service of the papers herein
4 referred to, over the age of 18 years and not a party to the within action or proceeding. I am
employed at Schneider Wallace Cottrell Konecky LLP located at 300 S Grand Avenue, Suite
2700, Los Angeles, California 90017.

5 On May 7, 2024 I served the following document(s):

6 **DECLARATION OF CAROLYN H. COTTRELL IN SUPPORT**
7 **OF UNOPPOSED MOTION FOR FINAL APPROVAL**
8 **OF CLASS ACTION AND PAGA SETTLEMENT**

9 on the following person(s) listed below, as follows:

10 Mollie M. Burks (SBN 222112)
11 Linh T. Hua (SBN 247419)
Elizabeth C. Lobaugh (SBN 327252)
12 **GORDON REES SCULLY**
MANSUKHANI, LLP
275 Battery Street, Suite 2000
13 San Francisco CA 94111
14 Tel: (415) 986-5900

Attorneys for Defendant
MARIANI PACKING CO. INC.
Email: mburks@grsm.com
Email: lhua@grsm.com
Email: elobaugh@grsm.com
cc:espier@grsm.com

15
16 ☒ **BY ELECTRONIC SERVICE:** Eugene Huffman, Paralegal, has submitted an
17 electronic version of the above-referenced document to the person(s) whose email
18 address(es) are known to me as listed above.

19 I declare under penalty of perjury under the laws of the State of California and the
20 United States of America that the foregoing is true and correct.

21 Executed on May 7, 2024, in North Hollywood, California.

22
23 
24 Eugene Huffman