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Attorneys for Plaintiff, the Class, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

DAVID MONTOYA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

DRAEGER’S SUPER MARKETS, a
California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 21-CIV-05746

[Assigned for all purposes to the Honorable Susan
L. Greenberg, Department 3]

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

Date: April 11, 2024

Time: 9:00 A.M.

Dept.: 3

Complaint Filed: October 25, 2021

FAC Filed: December 7, 2021

Trial Date: Not Set

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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 Plaintiff David Montoya (“Plaintiff”). 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. 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 Members, in light of all known facts and circumstances, and the expenses and risks inherent in litigation.

3. The Settlement Agreement was the product of negotiation between highly able and experienced attorneys on both sides who possessed the relevant data and extensive legal research which they had carefully analyzed. Class Counsel engaged in extensive factual investigation before settling. Specifically, Class Counsel reviewed data pertaining to the class, number of pay periods at issue, hourly rates of pay, data and analysis pertaining to amount of meal and rest period premium underpayments owed to class members, sample wage statements, and information regarding Defendant's relevant policies and practices. The exchange of informal discovery allowed Class Counsel to analyze liability and exposure.

4. The Parties then engaged in arm's length negotiations at mediation with a highly experienced mediator, Daniel J. Turner, Esq., and continued negotiations post-mediation that were facilitated by Mr. Turner. The Parties reached the settlement after accepting a mediator's proposal.

5. The Class Notice provided Class Members with my office's and the Settlement Administrator's contact information, where they could further seek information regarding the settlement, leave questions for the Settlement Administrator, and update their address. There were no objections to the amount of attorneys' fees or litigation costs that Plaintiff's Counsel seeks in this case and for which Plaintiff asks the Court for final approval.

1 6. Any remaining monies from uncashed settlement checks will be distributed to the
2 *cy pres* beneficiary, Legal Aid At Work. Plaintiff's Counsel does not have any relationship with
3 or connection or to said organization.

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

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

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

18 10. From February 2016, through Fall 2017, I practiced at the international law firm of
19 Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune 50
20 companies in Multi-District Litigation primarily in the product liability sphere. I also
21 successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a summary
22 judgment decision regarding trade secret issues, in addition to working in several other practice
23 groups. *See Experian Info. Solutions v. Nationwide Marketing Servs. Inc.*, 893 F.3d 1176 (9th
24 Cir. 2018).

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

1 12. I am currently an associate at the law firm Diversity Law Group, P.C., an
2 employment law firm that has handled numerous wage and hour class and individual actions, on
3 both plaintiff and defense sides. My current practice focuses on employment matters involving
4 both class actions, and single plaintiffs. The firm currently has cases in the Los Angeles Superior
5 Courts, the Orange County Superior Courts, the San Diego County Superior Courts, and the
6 United States District Courts for the Central, Northern, and Eastern Districts of California. I am
7 currently handling, or have handled, numerous wage and hour class action lawsuits with the firm,
8 including, but not limited to: *Agar v. Sensient Natural Ingredients, LLC* (Case No. CV-19-
9 001906, Stanislaus County Superior Court); *Heredia v. Eddie Bauer LLC* (Case No.
10 16CV300475, United States District Court, Northern District of California); *Parsons v. Estenson*
11 *Logistics, LLC* (Case No. 34-2019-00252929, Sacramento County Superior Court); and *Rodas v.*
12 *Goodyear Tire* (Case No. 21-cv-07526, United States District Court, Central District of
13 California), among many others.

14 13. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of
15 Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June 28,
16 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our
17 clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019).

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

19 15. To date, I have incurred approximately 37.7 hours in connection with the
20 litigation of this lawsuit. Attached hereto as **Exhibit A** is a summary of the hours I have
21 incurred to date.

22 16. I also anticipate spending an additional 8 hours through the final approval of this
23 settlement, including handling any issues that may arise post-final approval of the settlement
24 such as conferring with settlement administrator and handling calls from class members.

25 17. The total lodestar for my hours will be approximately \$27,420.00 based on an
26 hourly rate of \$600.00 per hour (45.7 hours x \$600). I have been approved at \$600.00 per hour in
27 *Weybrew v. BEI Construction*, Solano County Superior Court Case No. FCS055658 (January 14,
28 2022), *In re See's Candies Wage and Hour Cases*, Case No. JCCP5004 (March 30, 2022), Los

1 Angeles Superior Court, *Pevey v. Lumber City Corp*, San Bernardino County Superior Court
2 Case No. CIVDS2010240 (May 2, 2022), *Ross v Stater Bros. Markets*, San Bernardino County
3 Superior Court Case No. CIVDS1902518 (September 8, 2022), and *Schneider v. Amazon Retail*
4 *LLC*, Los Angeles County Superior Court Case No. 21STCV26226 (December 1, 2022), *Negrete*
5 *v. Winsupply, Inc., et al.*, Orange County Superior Court Case No. 30-2021-01188066-CU-OE-
6 CXC (July 14, 2023). Prior to that throughout 2020 and 2021, I was approved at an hourly rate of
7 at \$550.00 per hour in *James v RADC Enterprises, Inc.*, San Bernardino County Superior Court,
8 Case No. CIV-DS1933035 (September 29, 2020), *Hector Luna v. Triple Canopy, Inc.*, Santa
9 Clara County Superior Court, Case No. 19CV345169 (October 22, 2020), *Melbert Magpugay v.*
10 *Harbor Electronics, Inc.*, Santa Clara County Superior Court Case No. 19CV352547 (January
11 27, 2021), *Foster v. Schindler Elevator Corp.*, Alameda County Superior Court Case no.
12 RG19029640 (March 2, 2021), *Martin v. Streetplus Company, LLC*, et al, Los Angeles Superior
13 Court Case No. 19STCV15522 (July 13, 2021), *Morris v. Blue Mountain Enterprises, LLC*,
14 Solano County Superior Court, Case No. FCS05.858 (August 4, 2021).

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

17 Executed on this 11th day of March 2024, at Los Angeles, California.

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20 Max W. Gavron
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EXHIBIT A

David Montoya v. Draeger's Super Markets
Max W. Gavron Time and Task Chart

Hours	Description of Work
4.5	Review of file, client documents, and PAGA letter
2.2	Review and revise complaint
6.4	Review class data and documents produced by Defendant for mediation; review exposure analysis
3.1	Review and edit mediation brief
8.5	Attended mediation
2.5	Follow up discussions with mediator and opposing counsel
4.7	Review and edit settlement agreement.
3.2	Review and edit Motion for Preliminary Approval.
2.6	Review and edit Motion for Final Approval.
37.7	TOTAL HOURS