

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
kagnew@diversitylaw.com
nrosenthal@diversitylaw.com

William L. Marder (SBN 170131)
bill@polarislawgroup.com
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

EVERETT ALEXANDER, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

KBR TECHNICAL SERVICES, INC., a Delaware
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVSB2133085

[Assigned for all purposes to the Hon. David
Cohn, Dept. S-26]

**DECLARATION OF NICHOLAS
ROSENTHAL IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 21, 2023

Time: 9:00 a.m.

Dept.: S-26

Complaint Filed: November 9, 2021

FAC Filed: November 29, 2022

Trial Date: Not Set

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I, Nicholas Rosenthal, 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, P.C., counsel of record for Plaintiff Everett Alexander (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. On November 9, 2021, Plaintiff Everett Alexander filed the operative class action complaint on behalf of himself and all similarly situated employees against Defendant KBR Technical Services, Inc. in the Superior Court of the State of California for the County of San Bernardino. The class action complaint alleges a cause of action for violation of Labor Code § 226.

3. On January 5, 2022, Plaintiff filed a related action against Defendant in the Superior Court of the State of California, County of San Bernardino, Case Number CIVSB2200363. The PAGA Action is a representative action complaint and alleges a cause of action for violation of Labor Code § 2698, et seq., predicated on an underlying violation of Labor Code § 226.

4. On November 21, 2022 Plaintiff filed a Joint Stipulation for Leave to File a First Amended Complaint, in which the Parties agreed to allow Plaintiff to file a first amended complaint in the Action solely for the purpose of obtaining the Court's approval of the Parties' settlement agreement. The first amended complaint alleges two causes of action for violation of Labor Code §§ 226 and 2698, et seq., and combines the allegations of the Action and the PAGA Action. The first amended complaint also names Defendant's affiliated companies (Centauri, LLC (also known as NTG), KBR Monterrey S.A. de C.V., Tech Staffing Resources, KBR Wyle Services, LLC, and KBR Services, LLC) as defendants. On November 29, 2022, the Court signed the order granting the Parties' stipulation, and the first amended complaint was deemed to have been filed. The first amended complaint is the operative Complaint. As alleged in the Complaint, Plaintiff seeks to represent the Class Members and other aggrieved employees. Plaintiff further seeks damages, penalties, interest, attorneys' fees, and costs.

5. 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.

1 6. The settlement was the product of negotiation between highly able and experienced
2 attorneys on both sides who possessed the relevant data and extensive legal research which they had
3 carefully analyzed. Class Counsel engaged in extensive factual investigation before settling,
4 including reviewing class data and information pertaining to relevant policies and practices of
5 Defendant KBR Technical Services, Inc. (“Defendant”).

6 7. Based on Class Counsel’s independent investigations and evaluations, I am of the
7 opinion that the proposed settlement is fair, reasonable, and adequate, and is in the best interests of
8 the Class Members, in light of all known facts and circumstances, and the expenses and risks
9 inherent in litigation. The settlement was negotiated at arm’s length and was facilitated by an
10 experienced and neutral mediator. Thus, this settlement should be granted final approval.

11 8. The Notice of Class Action Settlement (“Class Notice”) provided Class Members with
12 my office’s contact information, where they could further seek information regarding the class
13 settlement, information as to how they can opt out or object to the settlement, what rights were
14 affected, how to leave questions for the Settlement Administrator, and update their address.

15 9. There were no objections to the amount of attorneys’ fees or litigation costs that Class
16 Counsel seek in this case and for which Plaintiff asks the Court for final approval.

17 10. I am one of the primary attorneys on this matter. My qualifications are as follows: I
18 received my *Juris Doctorate* degree from USC Gould Law School in 2009. Upon graduation, I was
19 employed as an associate for approximately 4 years at Seyfarth Shaw LLP, a national employment
20 defense law firm. While at Seyfarth my practice was exclusively labor & employment defense and I
21 represented numerous corporations in large employment class actions.

22 11. I have been certified as class counsel in a number of cases, including *Diller v. Under*
23 *Armour Retail, Inc.*, Santa Clara County Superior Court Case No. 114-CV-265729, *Dall v. Post*
24 *Alarm Systems*, Los Angeles County Superior Court Case No. BC598528, *Lopez v. Imperial Body*
25 *Shop, Inc.*, Orange County Superior Court Case No. Case No. 30-2015-00816193-CU-OE-CXC,
26 *Hughes v. Lincare, Inc., et al.*, Monterey County Superior Court Case No. M124764, *Pittman v.*
27 *Martinez Steel Corporation*, San Bernardino County Superior Court Case No. CIVDS1823132, *Della*
28 *Maggiore v. Watsonville Community Hospital*, Santa Cruz County Superior Court Case No.

1 18CV00191, *Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No.
2 RG18908139, *Morones v. Bimbo Bakeries USA, Inc.*, Sacramento County Superior Court Case No.
3 34-2018-00245481-CU-OE-GDS, *Chavez v. Converse, Inc.*, United States District Court – Northern
4 District of California Case No. 15-cv-03746-NC, and *Rodriguez v. Nike Retail Services, Inc.*, United
5 States District Court – Northern District of California Case No. 5:14-CV-1508 BLF.

6 12. To date, I have incurred approximately 155.6 hours in connection with the litigation of
7 this lawsuit. Attached hereto as **Exhibit A** is a summary of the hours I have incurred to date.

8 1. The total lodestar for my hours will be approximately \$108,920.00 based on an hourly rate
9 of \$700.00 per hour. I have been approved previously at a rate of \$650.00 by various courts,
10 including: I have been approved previously at a rate of \$650.00 by various courts, including: *Pittman*
11 *v. Martinez Steel Corporation*, San Bernardino County Superior Court Case No. CIVDS1823132,
12 *Della Maggiora v. Watsonville Community Hospital*, Santa Cruz County Superior Court Case No.
13 18CV00191, *Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No.
14 RG18908139, *Morones v. Bimbo Bakeries USA, Inc.*, Sacramento County Superior Court Case No.
15 34-2018-00245481-CU-OE-GDS *Foaad Hanna v. Equinix, LLC*, Santa Clara County Superior Court
16 Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case
17 No. BC720144; *Markham v. Quik Stop Markets, Inc.*, Santa Clara Superior Court Case No.
18 19CV341582; *Siron v. Raypak, Inc.*, Ventura Superior Court Case No. 56-2019-005279959-CU-OE-
19 VTA; *Carter v. Kline Services, Inc.*, San Bernardino Superior Court Case No. CIVDS1828867;
20 *Pascual v. Satellite Healthcare, Inc.*, Santa Clara County Superior Court Case No. 19CV345211;
21 *Carrillo v. New Balance Athletics, Inc.*, Santa Clara County Superior Court Case No. 19CV352469;
22 *Vogel v. Veolia North America, LLC*, Monterey County Superior Court Case No. 19CV001443;
23 *Holman v. American Sugar Refining, Inc.*, Contra Costa County Superior Court Case No. MSC18-
24 00415; and *Chavez v. Converse, Inc.*, United States District Court, Northern District of California
25 Case No. 15-cv-03746-NC. As of January 1, 2022, my hourly rate increased to \$700.00. I have been
26 approved at the \$700.00 rate in *Gutierrez v. Spa Havens, LP*, San Diego Superior Court Case No. 37-
27 2019-00057065-CU-OE-NC; *Cruzado v. Ontario T, Inc.*, San Bernardino Superior Court Case No.
28 CIVSB2027249; *Ray v. C&W Facility Services, Inc.*, San Bernardino Superior Court Case No.

1 CIVSB2101321; *Alvarez v. Forterra Building Products*, San Diego Superior Court Case No. 37-
2 2020-00018179-CU-OE-CTL; *Dunn v. Universal Plant Services of California, Inc.*, Solano County
3 Superior Court Case No. FCS056134, *Pulido v. Georgia-Pacific Corrugated III LLC*, Fresno
4 Superior Court Case No. 18CECG00265; *In re: FPI Management Wage and Hour Cases*, Los
5 Angeles Superior Court Case No. JCCP5050; *Rodriguez v. U.S. Bank, N.A.*, Los Angeles Superior
6 Court Case No. BC617356; *Goodarzi v. Belmont Village L.P.*, Los Angeles Superior Court Case No.
7 20STCV15572; *Vernon v. McClane/Suneast, Inc.*, San Bernardino Superior Court Case No.
8 CIVSB2123367; *Clark v. Now Optics, LLC*, San Diego Superior Court Case No. 37-2020-00044817-
9 CU-OE-CTL; *Diaz v. Acuity Brands Lighting, Inc.*, San Bernardino Superior Court Case No.
10 CIVDS2015583; *Idian v. VHSD ES, Inc.*, San Diego Superior Court Case No. 37-2019-00018927-
11 CU-OE-CTL; and *Romano v. SSA Terminals, LLC*, Los Angeles Superior Court Case No.
12 20STCV29048.

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

15 Executed on August 29, 2023, at Los Angeles, California.

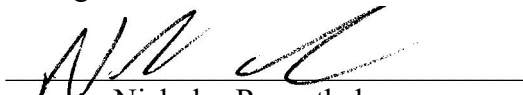
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EXHIBIT A

Everett Alexander v. KBR Technical Services, Inc.
Nick Rosenthal Time and Task Chart

Hours	Description of Work
13.8	Factual investigation and review of documents.
1.3	Draft LWDA letter.
8.0	Draft Complaint.
10.6	Draft written discovery.
4.0	Communications with Defendant re: mediation.
2.3	Coordination of mediation.
2.6	Prepare data request.
5.5	Review data produced by Defendant and perform damages analysis.
18.5	Draft mediation brief.
9.4	Attend mediation.
14.2	Draft settlement agreement.
6.4	Revisions to settlement agreement.
2.9	Draft FAC and stip to file FAC.
16.7	Draft Motion for Preliminary Approval and supporting documents.
2.5	Attend Preliminary Approval hearings.
10.7	Communications with class members re: settlement.
.6	Review class notice response data.
.8	Communicate with Administrator re: declaration.
14.8	Draft Motion for Final Approval.
10.0	Anticipated additional time.
155.6	TOTAL HOURS