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

EDUARDO RIVERA, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

PATRIOT PAVING, INC., a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVSB2210619
*[Assigned to Hon. Judge David Cohn, Dept S26,
for all purposes]*

**DECLARATION OF KIRK D. HANSON
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing

Date: July 14, 2023

Time: 9:00 a.m.

Dept.: S26

Complaint filed: May 27, 2022

1 I, Kirk D. Hanson, declare as follows:

2 1. I am the owner of the Law Offices of Kirk D. Hanson and am co-counsel in this
3 matter with Lauby, Mankin & Lauby LLP, attorneys for Plaintiff herein Eduardo Rivera. I make
4 this declaration in support of Plaintiff's Unopposed Motion for Preliminary Approval of Class
5 Action Settlement. I am thoroughly familiar with and have personal knowledge of all the facts set
6 forth herein. If called as a witness, I could and would competently testify to the facts set forth in
7 this declaration.

8 **EXPERIENCE OF PROPOSED CLASS COUNSEL KIRK D. HANSON**

9 2. I have been a member of the State Bar of California since 1993. I am also an inactive
10 member of the State Bar of Arizona (2004). I am admitted to practice in the United States District
11 Court for the Southern District of California, the United States District Court for the Central
12 District of California, the United States District Court for the Eastern District of California, the
13 United States District Court for the Northern District of California, and the Ninth Circuit Court of
14 Appeal and have personally tried employment and other jury trials to verdict in state and federal
15 courts. I have represented employees and employers in employment litigation matters since 1995.

16 3. While I was a partner at Grace, Hollis & Hanson LLP, my firm and I served as
17 counsel of record in the following wage/hour and employment class action cases, wherein I and
18 my former partner, Graham S.P. Hollis, were responsible for the supervision and prosecution of
19 the cases: *Malone, et al. v. Praxair*, San Bernardino Superior Ct. Case No. CIVRS804874; *James*
20 *Vest, et al. v. Scher Tire Inc.*, Riverside Superior Ct. Case No. RIC493539, February 2008;
21 *Kirkland Singer, et al. v. Becton Dickinson & Company*, United States District Court for Southern
22 District of California, Case No. 08CV0821 IEG(BLM), March 2008; *Joseph Mahoney, et al. v.*
23 *AT&T Corporation*, Los Angeles Superior Ct. Case No. BC385361, February 2008; *Kathleen*
24 *Falcon, et al. v. Flight Suits, Inc.*, San Diego Superior Ct. Case No. 27-3008-00079012-CU-OE-
25 CTL, February 2008; *Theresa Thompson, et al. v. Lawinfo.com, Inc.*, San Diego Superior Ct. Case
26 No. 37-2007-00077948-CU-OE-CTL, October 2007; *Birch, et al. v. Office Depot, Inc.*, United
27 States District Court for Southern District of California, Case No. 06CV1690DMS (WMC), June
28 2006; *Duarte, et al. v. Rainbow Disposal Co., Inc.*, Orange County Superior Ct. case No. 30-2008-

00044404, February 2008; *Fennessey v. Round Table Development Company and Round Table Pizza, Inc.*, San Diego Superior Ct. Case No. GIC872055, Sept. 2006; and *Jackson v. Vulcan Materials, et al.*, Ventura County Superior Ct. Case No. CIV 241305, May 2006.

4. In May of 2009, I left Grace, Hollis & Hanson LLP and opened my own firm. Since that time, I have handled and prosecuted the following class action and PAGA representative action cases: *Hector Banda v. Verizon California Inc.*, Los Angeles Superior Court Case No. BC434587; *Jessica Ward v. Hootwinc, et al.*, San Diego Superior Court Case No. 37-2010-00085794-CU-OE-CTL; *Soriano v. CLMP LTD, dba Manpower of Temecula*, Riverside County Superior Court Case No. 1005931; *Benjamin Sison v. Primeflight Aviation Services, Inc.*, San Diego Superior Court Case No. 37-2011-00088792-CU-OE-CTL; *Anderson v. Conwell Corp., LLC*, Los Angeles Superior Court Case No. BC437349; *Padilla v. Staffmark Investment, LLC*, San Bernardino County Superior Court Case No. CIVDS 1408641; *McKenzie v. Federal Express Corp.*, United States District Court Central District of California Case No. CV 10-02420 GAF; *Michael Merchant v. OfficeTeam*, Los Angeles Superior Court Case No. BC 461652; *Malakhat Pollard v. Jeffrey Pine Holdings LLC*, San Diego Superior Court Case 37-2011-00097596-CU-OE-CTL; *Vera Willner v. Manpower Inc.*, United States District Court Northern District of California Case No. C11-02846 JSW; *Robles v. Tustin Motors, Inc.*, Orange County Superior Court Case No. 30-2012-00579414; *Bengel v. Career Strategies Temporary, Inc.*, Los Angeles Superior Court Case No. BC 565227; *Escallada v. Riviera Reincarnate, LLC*, Riverside County Superior Court Case No. RIC 1509262; *Vidrio v. United Airlines, Inc.*, United States District Court Central District of California Case No. CV 15-7985-PSG; *Ward v. United Airlines, Inc.*, United States District Court Northern District of California Case No. 15-cv-02309-WHA; *Amber Garcia v. Macy's West Stores, Inc.*, San Bernardino County Superior Court Case No. CIVDS1516007; *Vanessa Cruz v. Hotcakes, Inc.*, San Diego County Superior Court Case No. 37-2019-00000748-CU-OE-CTL; *Anne Borren v. Pacific Bell Telephone Company*, San Francisco Superior Court Case No. CGC-17-561441, and *Sudano v. Keypoint Government Solutions, Inc.*, San Diego Superior Court Case No. 37-2020-00000430-CU-OE-CTL, among other cases.

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5. I have practiced law for 29 years and have extensive experience handling class action and PAGA representative action cases involving a broad range of Labor Code violations, including Labor Code violations similar to the ones involved in this action. As such, I believe I am competent and well-qualified to negotiate and evaluate the settlement in this case. On April 10, 2023, I, along with my co-counsel Peter Carlson, attended an all-day mediation in this matter with well-respected wage and hour mediator Gail Glick. The mediation was an arms-length negotiation at all times between experienced counsel and was a hard-fought negotiation. And, although the monetary amount of the Settlement was agreed to at the mediation on April 10, 2023, the negotiation on the details of the long version settlement continued for weeks after the mediation. Based upon my years of class action experience, and based upon my work and experience in this case (including negotiating the Settlement in this case at the mediation on April 10, 2023), it is my informed opinion that this Settlement is a great result for the Class Members.

SUMMARY OF THE SETTLEMENT

6. Plaintiff Rivera seeks preliminary approval of a \$299,000 non-reversionary wage-and-hour class action settlement on behalf of approximately 72 current and former non-exempt employees employed by Defendant Patriot Paving, Inc. (“Patriot”) in California at any time from May 27, 2018, through April 10, 2023 (the “Class Period”).

7. Under the terms of the Settlement Agreement,¹ Defendants will not oppose Plaintiff Counsel's application for a reasonable award of attorney's fees not to exceed \$99,666.66 (1/3 of the Gross Settlement Amount), litigation expenses not to exceed \$20,000, Settlement Administrator Costs of \$6,000, PAGA penalties of \$10,000 (with 75% to the LWDA and 25% to the Aggrieved Employees on a pro rata basis), and a Service Payment of \$7,500 to Plaintiff Eduardo Rivera ("Class Representative"). (S.A. ¶ 47, *et seq.*)

8. After all Court-approved deductions from the Settlement Amount, it is estimated that \$155,833.34 will be available to pay the Class Members, as follows:

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¹ The Class Action and PAGA Settlement Agreement and Release of Claims (the “Settlement Agreement” or “S.A.”) is attached as Exhibit 1 to the Declaration of Brian Mankin (“Mankin Decl.”).

Gross Settlement Amount	\$ 299,000.00
Attorneys' Fees (1/3)	\$ 99,666.66
Litigation Costs (not to exceed)	\$ 20,000.00
Administrator Costs	\$ 6,000.00
PAGA Penalties	\$ 10,000.00
Class Representative Service Award	\$ 7,500.00
Net Settlement Amount	\$ 155,833.34

9. Assuming 72 Class Members, the average payment to each Class Member will be approximately \$2,164.35 (\$155,833.34 / 72). However, the actual payment will be calculated on a pro-rata basis according to the number of Weeks Worked by each Class Member during the Class Period, with each Work Week having a value of approximately \$24.90 (\$155,833.34 / 6,259 estimated Work Weeks). In addition, approximately 50 Aggrieved Employees will receive a share of the \$2,500 PAGA Penalties (25% of the total \$10,000 allocation), calculated pro-rata based on Weeks Worked during the PAGA Period. (S.A. ¶ 47(h)).

10. Based upon the foregoing, and based upon the analysis set forth in the declaration of my co-counsel Brian J. Mankin, it is my informed opinion that this Settlement is fair and reasonable. Moreover, I can confirm that this Settlement was negotiated at arm's length by me and my co-counsel following a sufficient exchange of information and documents prior to mediation. And, the mediation was conducted by Gail Gick, a well-respected wage and hour mediator. Accordingly, I respectfully submit that this Settlement warrants preliminary approval.

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

Executed this 21st day of June, 2023, in San Diego, California.



Kirk D. Hanson