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Attorneys for Plaintiff and the Class

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

AMIN AHMED, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CAREDX, INC., a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 22-CIV-02294

(Assigned to the Hon. Marie S. Weiner, Dept. 2)

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

Date: September 12, 2023

Time: 2:00 p.m.

Dept.: 2

Complaint Filed: June 6, 2022

FAC Filed: December 27, 2022

Trial Date: None 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, P.C., counsel of record for Plaintiff Amin Ahmed (“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. During the course of this litigation, the Parties thoroughly investigated the facts relating to the claims alleged in the operative complaint and engaged in a thorough study of the legal principles applicable to the claims asserted against Defendant Care Dx, Inc. (“Defendant”). The Parties engaged in informal discovery to obtain the class data to determine the potential amount of penalties that Defendant possibly could be liable for if Plaintiff prevailed at trial. It was only after the production of such information and data and analysis that the Parties engaged in settlement discussions which ultimately led to this settlement.

3. In the present case, Plaintiff's Labor Code § 226 claim arises from Plaintiff's allegations that Defendant's wage statements failed to list the correct total hours worked whenever shift differential wages were paid on wage statements provided to Class Members. Defendant provided data relating to the number of allegedly deficient wage statements issued to putative class members, which allowed Plaintiff to conduct an exposure analysis for the class and PAGA claims. Thereafter, the Parties engaged in settlement discussions and ultimately reached the current settlement.

4. As explained in Plaintiff's Preliminary Approval Motion, Plaintiff calculated maximum exposure for Labor Code § 226 penalties to be \$178,500.00 and derivative PAGA penalties of \$183,000.00 for a total of \$361,500.00. Based thereon, the \$70,000.00 settlement comprises approximately 19% of the realistic exposure, which is consistent with settlements approved by numerous courts.

5. The settlement in the case at bar warrants approval and carries a presumption of

1 fairness. This settlement was negotiated at arm's length, after the data for the Class was
2 produced and analyzed, and after substantial investigation and discussions regarding Defendant's
3 wage statement practices and potential liability.

4 6. Based on their own independent investigations and evaluations, the Parties and
5 their respective counsel are of the opinion that settlement for the consideration and on the terms
6 set forth in the Stipulation of Class Action and PAGA Settlement and Release ("Settlement
7 Agreement") is fair, reasonable, and adequate and is in the best interests of the Class and
8 Defendant in light of all known facts and circumstances and the expenses and risks inherent in
9 litigation.

10 7. The Notice of Class Action Settlement ("Class Notice") provided Class Members
11 with my office's contact information, where they could further seek information regarding the
12 class settlement, leave questions for the Settlement Administrator, and update their address. As
13 part of the settlement process, I have received a number of phone calls from Class Members
14 regarding this settlement, to all of whom I have responded.

15 8. There were no objections to the amount of attorney's fees or litigation costs that
16 Class Counsel seek in this case and for which Plaintiff asks the Court for final approval. In light
17 of this positive response from Class Members, an inference can be made that the Class supports
18 the Court's Preliminary Approval Order finding that the Settlement Agreement is fair and
19 reasonable.

20 9. Further, timely notice of the PAGA settlement was provided to the California
21 Labor and Workforce Development Agency ("LWDA").

22 10. To date, I have incurred approximately 50.8 hours in connection with the
23 litigation of this lawsuit. Attached hereto as **Exhibit A** is a summary of the hours I have incurred
24 to date.

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

12. The total lodestar for my hours will be approximately \$33,480.00 based on an hourly rate of \$600.00 per hour, including 5 hours in anticipated time spent after the Court grants final approval (55.8 hours x \$600.00 per hour). I have been approved at \$600.00 per hour in *Weybrew v. BEI Construction*, Solano County Superior Court Case No. FCS055658 (January 14, 2022), *In re See's Candies Wage and Hour Cases*, Case No. JCCP5004 (March 30, 2022), Los Angeles Superior Court, *Pevey v. Lumber City Corp*, San Bernardino County Superior Court Case No. CIVDS2010240 (May 2, 2022), *Ross v Stater Bros. Markets*, San Bernardino County Superior Court Case No. CIVDS1902518 (September 8, 2022), and *Schneider v. Amazon Retail LLC*, Los Angeles County Superior Court Case No. 21STCV26226 (December 1, 2022). Prior to that throughout 2020 and 2021, I was approved at an hourly rate of at \$550.00 per hour in *James v RADC Enterprises, Inc.*, San Bernardino County Superior Court, Case No. CIV-DS1933035 (September 29, 2020), *Hector Luna v. Triple Canopy, Inc.*, Santa Clara County Superior Court, Case No. 19CV345169 (October 22, 2020), *Melbert Magpugay v. Harbor Electronics, Inc.*, Santa Clara County Superior Court Case No. 19CV352547 (January 27, 2021), *Foster v. Schindler Elevator Corp.*, Alameda County Superior Court Case no. RG19029640 (March 2, 2021), *Martin v. Streetplus Company, LLC, et al*, Los Angeles Superior Court Case No. 19STCV15522 (July 13, 2021), *Morris v. Blue Mountain Enterprises, LLC*, Solano County Superior Court, Case No. FCS05858 (August 4, 2021).

13. Here, based upon Plaintiff's counsel's lodestar of \$33,480.00, Plaintiff's request for a fee award of \$23,333.00 is more than reasonable and fair. As the Court can see, the lodestar far exceeds the requested fee amount, such that it would result in a negative multiplier of approximately 0.7.

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

1 several courses at Southwestern, including Principles of Legal Analysis and Legal Methods. I
2 taught those courses for approximately four years.

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

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

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

17 18. I am currently an attorney at the law firm Diversity Law Group, P.C., an
18 employment law firm that has handled numerous wage and hour class and individual actions, on
19 both plaintiff and defense sides. My current practice focuses on employment matters involving
20 both class actions, and single plaintiffs. The firm currently has cases in the Los Angeles Superior
21 Courts, the Orange County Superior Courts, the San Diego County Superior Courts, and the
22 United States District Courts for the Central, Northern, and Eastern Districts of California. I am
23 currently handling, or have handled, numerous wage and hour class action lawsuits with the firm,
24 including, but not limited to: *Agar v. Sensient Natural Ingredients, LLC* (Case No. CV-19-
25 001906, Stanislaus County Superior Court); *Heredia v. Eddie Bauer LLC* (Case No.
26 16CV300475, United States District Court, Northern District of California); *Parsons v. Estenson*
27 *Logistics, LLC* (Case No. 34-2019-00252929, Sacramento County Superior Court); and *Rodas v.*
28 *Goodyear Tire* (Case No. 21-cv-07526, United States District Court, Central District of

1 California), among many others.

2 19. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of
3 Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June 28,
4 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our
5 clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019).

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

7 21. I do not have any conflicts of interest with the proposed cy pres recipient, Legal
8 Aid at Work.

9 **LITIGATION COSTS**

10 22. My firm has incurred costs in the amount of \$1,996.74. The costs are all litigation
11 related costs. Attached hereto as **Exhibit B** is my firm's cost sheet for this matter.

12 **NOTICE TO THE LWDA**

13 23. Concurrent with the filing of this Motion, Plaintiff uploaded this motion and
14 proposed order to the LWDA's website. A true and correct copy of the LWDA confirmation is
15 attached hereto as **Exhibit C**.

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

18 Executed on this 16th day of August 2023, at Los Angeles, California.

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21 Max W. Gavron
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EXHIBIT A

Ahmed v. CareDx
Max W. Gavron Time and Task Chart

Hours	Description of Work
12.3	Review client intake notes; analysis and research re theories of liability; prepare memorandum to file re same; conference with co-counsel re same
1.1	Prepare Complaint.
1.8	Meet and confer with defense counsel re anticipated first amended complaint and theories of liability; confer with co-counsel re same; draft and revise first amended complaint.
.9	Analyze and review Defendant's answer to complaint and first amended complaint.
2.3	Analyze and review notice of CMO # 1; confer with co-counsel re same; meet and confer with defense counsel re issues outlined in CMO and draft and revise joint stipulation to continue case management conference given settlement negotiations.
2.1	Analysis and strategy re information needed to engage in settlement negotiations and to determine maximum liability; draft and revise data requests re same; confer with co-counsel and defense counsel re same.
3.8	Perform damages analysis; correspond with co-counsel and defense counsel re settlement negotiations; perform legal research re same; confer with client re same.
8.4	Review and revise settlement agreement and related documents (i.e., settlement agreement, class notice); conversations with opposing counsel re same; confer with co-counsel re terms of settlement agreement and make revisions in light of same
7.9	Draft and revise Motion for Preliminary Approval and Declarations thereto; confer with co-counsel, client, and opposing counsel re same
3.1	Prepare for and appear at hearing on motion for preliminary approval; analyze and review Court's preliminary approval order; confer with defense counsel and settlement administrator re same to distribute notice.
7.1	Draft and revise motion for final approval and supporting documents; confer with co-counsel re the same; conduct legal research re same
50.8	TOTAL HOURS

EXHIBIT B

8/7/2023
2:50 PM

DIVERSITY LAW GROUP
Slip Listing

Page 1

Selection Criteria

Slip Classification Open
Client (hand select) Include: Ahmed, Amin v. CareDx
Slip Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
71903	EXP	Erika Mejia	1	75.00	75.00
5/27/2022		Court fees			
WIP		Ahmed, Amin v. CareDx			
LWDA					
72031	EXP	Olympia	1	0.25	0.25
5/31/2022		Photocopies			
WIP		Ahmed, Amin v. CareDx			
Photocopies					
72032	EXP	Olympia	1	7.53	7.53
5/31/2022		Postage			
WIP		Ahmed, Amin v. CareDx			
Postage					
72443	EXP	Erika Mejia	1	1488.85	1488.85
6/6/2022		Court fees			
WIP		Ahmed, Amin v. CareDx			
Odyssey - Complaint					
72396	EXP	Erika Mejia	1	114.00	114.00
6/15/2022		Atty Service			
WIP		Ahmed, Amin v. CareDx			
Attorney Service - Complaint Service					
72278	EXP	Olympia	1	3.62	3.62
6/29/2022		Court fees			
WIP		Ahmed, Amin v. CareDx			
Odyssey - Notice of CMO #1					
72292	EXP	Erika Mejia	1	3.62	3.62
6/30/2022		Court fees			
WIP		Ahmed, Amin v. CareDx			
Odyssey - POS of Summons					
72487	EXP	Olympia	11	0.25	2.75
6/30/2022		Photocopies			
WIP		Ahmed, Amin v. CareDx			
Photocopies					

8/7/2023
2:50 PM

DIVERSITY LAW GROUP
Slip Listing

Page 2

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
72488	EXP	Olympia	1	0.73	0.73
6/30/2022		Postage			
WIP		Ahmed, Amin v. CareDx			
Postage					
73940	EXP	Linda Lee	1	3.62	3.62
12/27/2022		Court fees			
WIP		Ahmed, Amin v. CareDx			
Odyssey - FAC					
74779	EXP	Olympia	1	96.77	96.77
4/3/2023		Court fees			
WIP		Ahmed, Amin v. CareDx			
Odyssey - MPA					
75819	EXP	Max Gavron	1	200.00	200.00
8/7/2023		Court fees			
WIP		Ahmed, Amin v. CareDx			
MFA Filing Fees					
Grand Total					
			Billable	0.00	1996.74
			Unbillable	0.00	0.00
			Total	0.00	1996.74

EXHIBIT C