

1 STAN S. MALLISON (SBN 184191)
2 StanM@TheMMLawFirm.com
3 HECTOR R. MARTINEZ (SBN 206336)
4 HectorM@TheMMLawFirm.com
5 GONZALO QUEZADA (SBN 333386)
6 GQuezada@TheMMLawFirm.com
7 MALLISON & MARTINEZ
8 1939 Harrison Street, Suite 730
9 Oakland, California 94612-3547
10 Telephone: (510) 832-9999
11 Facsimile: (510) 832-1101
12 Attorneys for Plaintiff

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF VENTURA

12 PAOLA URIBE, individually, MARIA SOTO,
13 individually, and on behalf of others similarly
14 situated,

14 Plaintiffs,

15 vs.

16 MONROE OPERATIONS, LLC, (*dba Newport*
17 *Healthcare, Newport Academy, Newport*
18 *Institute, and Center for Families*)), and DOES
19 ONE through TWENTY inclusive,

19 Defendants.

Case No.: 56-2021-00561341-CU-OE-VTA

**DECLARATION OF STAN MALLISON,
ESQ. IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

*Assigned for all purposes: Hon. Mark S.
Borrell*

Date: May 31, 2024
Time: 8:30 a.m.
Department: 40

1 I, Stan S. Mallison, declare:

2 1. I am an attorney at law licensed to practice before all courts of the State of California and
3 am a founding partner of Mallison & Martinez. My firm and I are Class Counsel in the above-entitled
4 case. I am familiar with the above-captioned litigation and the dispute from which it arises. All
5 statements made herein are on personal knowledge unless otherwise stated. If called as a witness, I could
6 competently testify as to matters stated herein.

7 2. This is a wage and hour class action settlement between Plaintiffs Paola Uribe and Maria
8 Soto and Defendant Monroe Operations LLC. ("Monroe, and Parties in the related actions Hart v.
9 Monroe Operations, LLC, Alameda County Superior Court Case No. 22CV007600; Chung, et al. v.
10 Monroe Operations, LLC, Central District of California Case No. SACV 22-01798-JWH (JPRx); and
11 Burton v. Monroe Operations, LLC., Orange County Superior Court Case No. 30-2022-01277013-CU-
12 OE-CXC. Monroe Operations

13 3. Monroe Operations LLC operates in-patient care facilities for minors with substance-
14 abuse difficulties. The settlement for which Plaintiffs seeks preliminary approval affects approximately
15 1,941 non-exempt employees who worked for Monroe between July 7, 2018 and January 7, 2024.
16 ("Class Members").

17 COUNSEL'S QUALIFICATIONS

18 Mallison & Martinez Firm Description

19 4. Mallison & Martinez is a class action law firm in Oakland, California. The firm was
20 created in 2005 by Stan Mallison and Hector Martinez, attorneys with extensive class action and complex
21 litigation experience at: (1) Lerach Coughlin Stoia & Robbins, (2) Milberg, Weiss, Bershad, Hynes, &
22 Lerach, (3) Van Bourg Weinberg Roger & Rosenfeld (the largest union side labor law firm in the
23 country), (4) Carter & Garay (a boutique class action law firm), and (5) California Rural Legal
24 Assistance, Inc. (the largest federal legal services provider to farm-workers in the country). The firm is
25 nearly exclusively engaged in class and representative actions in employment law on behalf of mostly
26 Spanish speaking agricultural, janitorial, automotive, and restaurant employees. We have five full time
27 attorneys on staff (several of whom are fluent Spanish speakers), and Spanish-speaking support and
28

1 paralegal staff. Mallison & Martinez researches and develops class action wage and hour cases and
2 litigates them to fruition.

3 5. The firm employs a “research model” approach to wage and hour class action litigation.
4 We do this by, where appropriate, relying heavily upon technology, investing enormous amounts of time
5 and energy into legal and factual investigations, both prior to filing and early in the litigation, and by
6 developing comprehensive factual and legal expertise in the specialized areas in which we litigate.

7 6. The success of this model is exemplified by the following sample of cases the firm is
8 currently litigating or has resolved and has served or is serving as Class Counsel or co-lead Counsel
9 (where specified):

- 10
11 a. ABM Industries Overtime Cases (San Francisco Superior Court): This is a class
12 action involving some 50,000 janitorial workers in California. The parties have
13 reached an agreement in principle to settle the case for \$140 million.
- 14 b. In re: Rhodia Erisa Litigation (Southern District of New York): This was an ERISA
15 Class Action on behalf of 3,945 workers of Rhodia, Inc. Appointed Co-lead Counsel
16 with Robbins Umeda & Fink. (Class settlement approved for \$2.4 million).
- 17 c. In re Milgard (Los Angeles County Superior Court): This was a wage and hour
18 class action on behalf of approximately 1,000 factory workers. (Class Settlement of
19 \$5 million approved).
- 20 d. Ibañez et al. v. Food Specialists Inc. et al. (Alameda County Superior Court -
21 Complex): This was a class action wage and hour case on behalf of 950 food service
22 employees of Scott’s Seafood Restaurants. (Class settlement approved for \$1.485
23 million).
- 24 e. Korbel Winery (Eastern District of California): This was a mid-sized wage and hour
25 class action case involving approximately 600 winery workers. (Class settlement
26 approved for \$750,000).
- 27 f. Miranda et al. v. Don Roberto Jewelers (Santa Barbara County Superior Court):
28 This was a retail worker’s wage and hour class action involving approximately
1,400 retail workers. (Class settlement granted final approval for \$1.225 million).
- g. Morales v. Stevco, Inc. (Eastern District of California): This was a mid-sized wage
and hour class action settlement for grape field workers. (\$925,000 settlement
granted final approval).
- h. Rodriguez v. DM Camp (Eastern District of California): This was a mid-sized wage
and hour class action settlement for grape field workers. (\$675,000 settlement
granted final approval).

- 1 i. Glenn Block v. eBay, Inc. (Santa Clara County Superior Court): This was a
2 consumer class action case filed on behalf of several numerous eBay consumers
3 who were impacted by eBay’s “bid against yourself” policy (co-counsel Lerach
4 Coughlin Stoia Geller Rudman & Robbins). (Class settlement approved for \$2.1
5 million).
- 6 j. Benitez et al. v. Wilbur et al. (Eastern District of California): This was a class action
7 wage and hour case on behalf of a class of dairy workers who were (1) not paid all
8 wages largely due to being paid a fixed salary without regard to actual hours worked
9 and (2) due to the employer’s failure to record time. (\$400,000 settlement granted
10 final approval).
- 11 k. MAT Landscape (San Joaquin County Superior Court): This was a mid-sized wage
12 and hour case involving hundreds of landscape workers. Mallison & Martinez co-
13 counseled with California Rural Legal Assistance, Inc.. (Settlement for \$700,000
14 approved).
- 15 l. Vasquez v. Coast Roofing (Eastern District of California): This was a mid-sized
16 wage and hour class action case involving hundreds of roofing workers. (Class
17 settlement for \$250,000 granted final approval).
- 18 m. Lara et al. v. Sierra La Verne Country Club (Los Angeles County Superior Court):
19 This was a mid-sized wage and hour class action on behalf of service workers.
20 Mallison & Martinez is originating counsel and co-counseled the case with Rastegar
21 & Mattern. (\$725,000 class settlement approved).
- 22 n. Morales v. Stevco, Inc. (Eastern District of California): This was a mid-sized wage
23 and hour class action settlement for grape field workers. (\$925,000 settlement
24 granted final approval).
- 25 o. Rodriguez v. DM Camp (Eastern District of California): This was a mid-sized wage
26 and hour class action settlement for grape field workers. (\$675,000 settlement
27 granted final approval).
- 28 p. Zacapa v. Don Roberto (Santa Barbara County Superior Court): This was a wage
and hour class action involving approximately 1,000 retail workers. (Class
settlement granted final approval for \$875,000).
- q. TBS Couriers (Alameda County Superior Court): This was a set of two mid-sized
wage and hour class action cases involving hundreds of delivery drivers. Mallison
& Martinez is counsel in these coordinated actions (trial judgment awarded for more
than \$4.7 million).
- r. Lara et al. v. Sierra La Verne Country Club (Los Angeles County Superior Court):
This was a mid-sized wage and hour class action on behalf of service workers.
Mallison & Martinez is originating counsel and co-counseled the case with Rastegar
& Mattern. (\$725,000 class settlement approved).

- 1 s. La Perla Tapatia (Eastern District of California): This was a wage hour class action
2 on behalf of grocery workers. (Class settlement granted final approval for
3 \$400,000).
- 4 t. Rosales v. El Rancho; Cruz, et al. v. El Rancho (Eastern District of California): This
5 was a wage and hour class action on behalf of grape workers. (Final approval
6 granted for settlement of \$2.3 million).
- 7 u. Ontiveros v. Zamora (Eastern District of California): This was a wage and hour
8 class action on behalf of a class of mechanics involving failure to pay minimum
9 wage and overtime. (\$2.2 million class settlement approved).
- 10 v. Jacobo v. Packaging Plus Wage and Hour Class Action (San Benito County
11 Superior Court): This was a wage and hour class action on behalf of a class of
12 produce packing workers involving rest and meal period violations. (\$4.5 million
13 class settlement approved).
- 14 w. Rojas et al. v. Sunview Vineyards (Eastern District of California): This was a large
15 wage and hour class action on behalf of approximately 10,000 fieldworkers. (Class
16 settlement of \$4.55 million approved).
- 17 x. Larios v. Piatti Restaurants (Marin County Superior Court): Final approval
18 granted for wage and hour class action settlement for \$2.5 million involving
19 thousands of restaurant workers throughout the state of California.
- 20 y. Munoz v. Giumarra Vineyards (Eastern District of California): This was a large
21 wage and hour class action on behalf of approximately 15,000 fieldworkers. (Class
22 settlement of \$6.1 million plus interest granted final approval).
- 23 z. Morales et al. v. Leggett & Platt, Inc. et al. (Eastern District of California): This
24 was a wage and hour class action on behalf of approximately 370 employees who
25 worked at Defendants' manufacturing facilities. (Final approval granted for
26 settlement of \$1.75 million.)

27 The above listing is just a sample of the more than 200 wage and hour class and representative action
28 cases that Mallison & Martinez has been involved with since forming in 2005.

Current Attorneys and Paralegals on the Case

7. I, Stan Mallison, am a former meat cutter and baker. I received my Bachelor of Arts
degrees in Philosophy and Political Science from the California Polytechnic University at Pomona,
California in 1990, graduating *magna cum laude* and first in both departments. I earned my Master's
degree in Economics from the University of California at Riverside in 1993, where I had been admitted

1 to, and substantially progressed through, the Economics Ph.D. program. I earned my law degree from
2 Stanford University in 1996, graduating with honors. During law school, I interned with the National
3 Labor Relations Board (“NLRB”), both at the Division of Judges in San Francisco as well as under the
4 direct supervision of Chairman of the NLRB William B. Gould in Washington D.C.

5 8. Between 1996 and 1998, I worked in complex labor and employment litigation for the
6 law firm of Van Bourg, Weinberg Roger and Rosenfeld, the largest union-side labor law firm in the
7 country. From 1998 to 2004, I worked for Milberg Weiss Bershad Hynes & Lerach (“Milberg Weiss”) and
8 joined Lerach Coughlin Stoia & Robbins (“Lerach Coughlin”) when the Milberg firm divided in
9 2004, working there until February 2005. My work at Milberg Weiss and Lerach Coughlin consisted of
10 class action work and included work on complex and large cases including: *In Re Enron Securities*
11 *Litigation* (\$7.2 billion settlement); *Mariana Island Garment-Worker Cases* (a \$20 million wage and
12 hour settlement on behalf of 20,000 migrant workers on the island of Saipan); *In Re 3Com Securities*
13 *Class Action* (\$259 million settlement), a federal court challenge to the sufficiency of the federal
14 Department of Transportation’s NAFTA truck safety regulations; *In re Pemstar Securities* (settlement
15 of \$12 million); *In re Block v. eBay* (settlement of \$2.1 million); a federal court challenge to Presidential
16 Executive Order re: Project Labor Agreements, and dozens of other cases. As a result of my expertise in
17 economics, I devised and developed the Black-Scholes valuation method or analyzing insider option
18 exercises. I spent a considerable amount of my time at Milberg Weiss and Lerach Coughlin as liaison to
19 economic experts.

20 9. Hector Martinez received his Bachelor of Arts degree in Political Science in 1993 from
21 the University of California at Davis. Mr. Martinez grew up in a farm labor camp among a socially
22 conscious farm-worker community, which motivated Mr. Martinez to work for the benefit of low-wage
23 workers. Beginning in the mid-nineties, at the California Institute for Rural Studies, Mr. Martinez
24 conducted extensive research on California’s agricultural industry and the substandard environmental,
25 health and working conditions and its impact on farmworkers and their families. Mr. Martinez then
26 attended law school and earned his law degree from Golden Gate University School of Law in 1998.
27 During law school, he worked as a law clerk with Van Bourg, Weinberg, Roger and Rosenfeld, the
28 largest union-side labor law firm in the country, under the direct supervision of named partner David

1 Rosenfeld. From 1999 to 2004, Mr. Martinez worked at California Rural Legal Assistance, Inc.
2 (“CRLA”), the largest non-profit law firm dedicated to farm-worker issues in the country. His work at
3 CRLA included numerous representative PAGA actions under California’s Unfair Competition Law,
4 Business & Professions Code Sections 17200 *et seq.*, which were brought on behalf of thousands of
5 agricultural employees and the general public. During his time with CRLA, Mr. Martinez was nominated
6 for and received a fellowship with the California Wellness Foundation Violence Prevention Initiative,
7 for his work with farm-worker youth throughout California.

8 10. Cody Bolce is an Associate at Mallison & Martinez and is admitted to practice within
9 the California State Courts, as well as the Northern, Eastern, Western and Central Districts of California,
10 the Eastern and Western Districts of Wisconsin, the District of New Mexico, the District of Colorado,
11 the District of Nebraska, and the Western District of Michigan. Mr. Bolce was admitted to the California
12 bar in 2018. Mr. Bolce received his Juris Doctorate from Santa Clara University School of Law and his
13 Bachelor Science in Political Science from the University of Oregon. Mr. Bolce’s practice focuses on
14 employment law, representing employees who had been discriminated, harassed, or retaliated against
15 by their employer. Mr. Bolce has also represented employees and consumers in class actions in state
16 and federal courts around the country. Mr. Bolce is an active member of the American Bar Association,
17 California Employment Lawyers Association, and the Alameda County Bar Association. Plaintiff seeks
18 an hourly rate of \$538.00 for Mr. Bolce’s reasonably expended hours working on this case. I believe
19 this rate to be reasonable given my experience level and success in this field, the contingent and risky
20 nature of the work, and the prevailing rates for attorneys of his level of experience in this field.

21 11. Gonzalo Quezada is an associate at Mallison & Martinez and is admitted to practice
22 before the California State Courts, as well as the Northern, Eastern, and Central Districts. Mr.
23 Quezada’s practice is focused on employment litigation, including wage and hour class actions. He
24 received his law degree from Thomas Jefferson School of Law, graduating cum laude. While
25 attending law school, Mr. Quezada was a member of Thomas Jefferson’s Moot Court Program, where
26 he competed nationally. Prior to law school, Mr. Quezada attended California State University, Fresno
27 graduating with a Bachelor of Arts in Political Science and Philosophy. Plaintiff seeks an hourly rate
28 of \$538 for Mr. Quezada’s hours expended on litigating this case. I believe this rate to be reasonable

1 given my experience level and success in this field, the contingent and risky nature of the work, and the
2 prevailing rates for attorneys of his level of experience in this field.

3 12. Daniel Arjona is an ABA-certified paralegal under Cal. & Bus. Prof. Code § 6450(c)(1)
4 at Mallison & Martinez. Mr. Arjona has over two years of experience working as a paralegal. Mr. Arjona
5 graduated from San Francisco State University in 2021 with a Bachelor of Arts in Psychology. Mr.
6 Arjona is qualified to perform paralegal tasks. Plaintiff seeks an hourly rate of \$239.00 for Mr. Arjona's
7 reasonably expended hours working on this case.

8 13. Melissa Metz is a certified paralegal at Mallison & Martinez. Ms. Metz meets the
9 definition of "paralegal" under Cal. & Bus. Prof. Code § 6450(c)(2). Ms. Metz has worked for four
10 years as a paralegal. Ms. Metz received her paralegal certification from Merritt College in Oakland,
11 California. Plaintiff seeks an hourly rate of \$239.00 for Ms. Metz's reasonably expended hours working
12 on this case.

13 **Former Attorneys and Paralegals on the Case**

14 14. Heather Hamilton is former a Junior Associate at Mallison & Martinez and is admitted
15 to practice before the California State Courts, as well as the United States District Court for Northern
16 California and the United States District Court for Eastern California. Mrs. Hamilton has been a licensed
17 attorney since January 2021. Ms. Hamilton's practice is focused on employment litigation, including
18 wage and hour class actions. Ms. Hamilton earned her Juris Doctorate at the University of California
19 Hastings College of the Law in May 2019. During law school, Ms. Hamilton interned with the Equal
20 Employment Opportunity Commission, San Francisco division, assisting with investigation of
21 employment discrimination. Also during law school, Ms. Hamilton received recognition for her
22 commitment to pro bono service, primarily for her extensive involvement providing legal referral
23 services to individuals experiencing housing insecurity. After law school, Ms. Hamilton worked at the
24 San Francisco Public Defender's Office, with the majority of her contributions going to the pre-trial
25 and post-conviction relief units. Plaintiff seeks an hourly rate of \$538 for Ms. Hamilton's hours
26 expended on litigating this case. I believe this rate to be reasonable given my experience level and
27 success in this field, the contingent and risky nature of the work, and the prevailing rates for attorneys
28 of her level of experience in this field.

1 15. Lilianna Romero is a current attorney licensed to practice within California is a former
2 law clerk at Mallison & Martinez. Plaintiff seeks an hourly rate of \$239.00 for Ms. Romero's hours
3 expended on litigating this case.

4 16. Edith Romo is a current attorney licensed to practice within California and former law
5 clerk at Mallison & Martinez. Plaintiff seeks an hourly rate of \$239.00 for Ms. Romo's hours expended
6 on litigating this case.

7 17. Cesar Juarez is an ABA-certified paralegal under Cal. & Bus. Prof. Code § 6450(c)(1),
8 formerly with Mallison & Martinez. Mr. Juarez has four years of experience working as a paralegal.
9 Plaintiff seeks an hourly rate of \$239.00 for Mr. Juarez's reasonably expended hours working on this
10 case.

11 18. Logan Bowie is a former certified paralegal at Mallison & Martinez. Mr. Bowie meets
12 the definition of "paralegal" under Cal. & Bus. Prof. Code § 6450(c)(2). Mr. Bowie is qualified to
13 perform paralegal tasks. Plaintiff seeks an hourly rate of \$239.00 for Mr. Bowie's reasonably expended
14 hours working on this case.

15 19. Paulina Maldonado is an ABA-certified paralegal under Cal. & Bus. Prof. Code §
16 6450(c)(1), formerly with Mallison & Martinez. Ms. Maldonado is qualified to perform paralegal tasks.
17 Plaintiff seeks an hourly rate of \$239.00 for Ms. Maldonado's reasonably expended hours working on
18 this case.

19 20. Mallison & Martinez has had, and continues to have, adequate resources to vigorously
20 litigate this case on behalf of the class representatives and class members. Plaintiffs' counsel has spared
21 no expense nor taken any short cuts in this litigation.

22 21. Neither I, nor any member of the firm, have any personal affiliation or family relationship
23 with the Plaintiffs. The only relationship with Plaintiffs in this current litigation is the attorney-client
24 relationship. The firm chose the class representative because we believed he provided a good
25 representation of the breadth of the class. The class representative has carried out all required tasks in
26 this case to help us pursue this action, providing us with information, documents, insights, opinions, and
27 necessary decisions to make this case successful. The class representative spent considerable time in his
28 efforts on behalf of the class and deserve the incentive award requested in this case.

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

23. After commencing the action, the parties engaged in motion practice. Defendant Monroe moved to compel Plaintiff's claims to arbitration on October 3, 2022. Following the Court's decision to grant Monroe's motion to compel on October 28, 2022, Plaintiffs moved the Court for reconsideration of their prior order. Plaintiffs' claims were inevitably compelled to proceed in arbitration.

25. As Class Counsel, I believe the Settlement is fair, adequate, and reasonable, as it provides prompt and definite compensation to employees who worked for Monroe. Of course, the Settlement is a compromise figure, taking into account the risk associated with further litigation both in determining the fairness of total Settlement as well as the propriety of other terms, but it is an agreeable compromise from Plaintiffs' perspective. The Settlement covers approximately 1,941 individuals who worked for Monroe between July 7, 2018 and January 7, 2024.

10

1 26. Under the Settlement, Monroe is obligated to pay the Gross Settlement Amount of
2 \$2,195,000. Ex. 1 to Nordrehaug Decl., Settlement Agreement and Release (“Settlement”) § 1.22. The
3 Gross Settlement Amount will be paid within fourteen days after the Effective Date. Settlement § 4.3.
4 The Settlement provides that all of the Gross Settlement Amount will be disbursed to Class Members.
5 Settlement §§ 5.1 – 5.5 . The Settlement provides that any Class Member whose Individual Class
6 Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
7 Administrator shall transmit the funds represented by such checks to the California Controller’s
8 Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue”. *Id.*

9 27. The Settlement provides for: payment to the named plaintiffs (subject to court approval)
10 of up to \$15,000, as compensation for their role as Class Representatives (Settlement § 3.2(a)), payments
11 to Class Counsel of up to 33.33% of the gross settlement (i.e., \$731,666) for their reasonable attorneys’
12 fees, as well reasonable litigation expenses incurred in investigating and prosecuting the case, which
13 Class Counsel estimates not to exceed \$50,000 (Settlement § 3.2(b)), payment of up to \$237,585.30 to
14 the Labor and Workforce Development Agency (“LWDA”) (Settlement § 3.2(c)), and payment of the
15 Settlement Administrator’s reasonable fees and expenses, estimated not to exceed \$18,000. Settlement
16 § 3.2(d). All reasonable efforts will be undertaken by the Settlement Administrator and by Class Counsel
17 to ensure that class members receive their settlement shares in this case.

18 28. The “Net Settlement Amount” will be distributed to all Participating Class Members on
19 a pro rata basis, calculated by dividing the Net Settlement Amount by the total number of workweeks
20 worked by each Class Member during the Class Period. Non-Participating Class Members, defined as
21 Class Members who timely submit an Election Not to Participate in Settlement, will receive no
22 Settlement Share, their election not to participate will reduce neither the Gross Settlement Amount nor
23 the Net Settlement Amount, and their respective Settlement Shares will be retained in the Net Settlement
24 Amount for distribution to Participating Settlement Class Members on a pro rata basis relative to their
25 Settlement Shares.

26 29. If a Participating Class Member fails to cash their Settlement Share check within 120
27 days, the settlement check will expire and become non-negotiable. Settlement § 5.2. Uncashed checks
28 will be transmitted to California Controller’s Unclaimed Property Fund.

1 30. I have reviewed the proposed method of distribution and have determined that, on the
2 whole, it serves the purpose of providing a readily determinable method for distribution which is
3 detailed, practical, and fair. Use of these factors allows for a distribution that corresponds closely to the
4 alleged damages incurred by Class Members and their likely recoveries.

5 31. The scope of the release by Participating Class Members closely tracks the claims made
6 in this case. It covers all claims under state and federal law arising from, related to, or which were or
7 could have been made against Monroe based on the facts alleged herein. Settlement § 1.40.

8 32. Any Class Member who so wishes may object to the Settlement or elect not to participate
9 in the Settlement. Settlement § 8.5(a).

10
11 **OPINION OF CLASS COUNSEL, PROPOSED REPRESENTATIVE, AND DUE DILIGENCE**

12 33. Plaintiffs and their counsel have conducted substantial investigation and discovery,
13 having litigated this case for over three years, we have a comprehensive understanding of damages and
14 the possible issues that would arise were this case to proceed to trial. Plaintiffs' counsel is of the view
15 that central to any certification, litigation, mediation, or resolution of a wage and hour case is obtaining
16 the core payroll and timekeeping records. Plaintiffs obtained the critical documents and data at issue in
17 this case, including C&C's policy documents, payroll and timekeeping information, and performed
18 detailed expert analysis thereon.

19 34. Based on the foregoing, Mallison & Martinez's investigation and discovery in this case,
20 and in consultation with the Class Representatives Counsel for Plaintiffs in the related matters, I am of
21 the opinion that the class settlement with Monroe for \$2,195,000 is reasonable and adequate and is in
22 the best interest of the Class, in light of all known facts and circumstances, including the risk of
23 significant delay, the defenses asserted by Monroe, the amount of potential damages in this case, and
24 success on the merits at trial. Monroe contests liability in this action, is represented by zealous counsel,
25 and is prepared to vigorously defend against these claims if the action is not settled. If the litigation
26 proceeds, Plaintiffs would face significant risks. Firstly, Plaintiffs had to consider the risk of trial on the
27 merits the issues that could be resolved in Monroe's favor as well as the delay of appeals, which would
28 prejudice currently employed Class Members.

1 35. The \$2,195,000 settlement provides for a fair recovery for Class Members. Even if
2 Plaintiffs were to prevail at trial, they would be required to expend considerable additional time and
3 resources potentially outweighing any additional recovery obtained through successful litigation. There
4 are additional clear risks in the ever-changing case and statutory law in this field. As such, the Settlement
5 is in the best interest of judicial efficiency, as it would obviously eliminate a lengthy and intense class
6 action lawsuit from this court's calendar.

7 36. I believe that the proposed payment of \$237,585.30 to the LWDA for PAGA penalties
8 (of \$316,780.40 allocated to the PAGA Settlement Amount) is a reasonable PAGA award to be taken
9 from the Gross Settlement Amount. PAGA penalties, while mandatory, are also subject to judicial
10 discretion. PAGA awards can be reduced when they are "unjust, arbitrary and oppressive, or
11 confiscatory" (Lab. Code, § 2699(e)(2)), and it is established that an employer's ability to pay PAGA
12 penalties is a salient factor in reducing an award. As such, here, it is my opinion that the \$237,585.30 to
13 the LWDA is a fair estimation as to the valuation of the PAGA claim in relation to the class claim.

14 37. Since being retained by the Class Representatives, my firm has had numerous discussions
15 with them regarding the progress of this litigation, the merits of the claims and the defenses asserted by
16 Monroe, and this proposed settlement.

17 38. The Class Representatives actively participated in the investigation of the issues in this
18 case and the negotiations leading to the settlement of this matter. The Class Representatives produced
19 documents, provided detailed factual information about their employment with Monroe and the class
20 claims, and generally remained in touch with and available to answer questions from Class Counsel.
21 Plaintiffs' claims are essentially identical to all other Class Members and their claims are typical of such
22 workers with the same common issues. Further, there is no known conflict between the Class
23 Representatives (or their counsel) and the other Class Members.

24 39. The Settlement was reached after informed, arm's length negotiations between the
25 parties. The parties conducted extensive investigation and discovery allowing them to assess the
26 strengths and weaknesses of the case. The Settlement is the product of non-collusive negotiations. If the
27 litigation proceeds, Monroe faces significant liability. For its part, Monroe contests liability in this action,
28

1 is represented by talented counsel, and is prepared to vigorously defend against these claims if the action
2 is not settled.

3
4 **FEES, EXPENSES, CLAIMS ADMINISTRATION, AND INCENTIVE AWARDS**

5 40. I have practiced class and representative action litigation on a near exclusive basis for
6 approximately 26 years and am familiar with attorneys' fees, cost, and incentive award issues. I continue
7 to co-counsel numerous cases with large class action firms and therefore interact with them on these
8 issues regularly. I am a member of the California Employment Lawyers Association ("CELA") and
9 remain in regular contact with other California attorneys who practice in the field of wage and hour class
10 actions. Based on my participation in this organization, my past experience, and my personal knowledge
11 of the practices of other California attorneys who file and prosecute wage and hour class actions, a
12 percentage of the recovery contingency fee of the type requested here is common in wage and hour
13 actions, both individual and class. Such a fee is necessary given the expenses and risk of wage and hour
14 litigation.

15 41. One hundred percent of Mallison & Martinez's legal practice involves legal work that is
16 on a contingency fee basis. Despite my firm's strong public interest perspective, we would not have
17 agreed to represent Plaintiffs in this case on a contingency fee basis if we were not confident that we
18 would be awarded a contingency fee of approximately one-third of the potential recovery if we were
19 successful in our efforts. The Class Notice makes clear that Plaintiffs' counsel will be requesting up to
20 33.33% of the gross settlement amount. The Court can determine at the final approval stage the exact
21 amount of fees justified in this case.

22 42. Plaintiffs' counsel has incurred significant costs in this case. At present, our costs will
23 not exceed \$50,000. The bulk of the costs, in this case, relate to mediation fees and Plaintiffs' expert
24 data analysis. The remaining costs are modest and typical of a case like this and include filing fees,
25 CourtCall costs, service costs, etc. At the final approval hearing, Plaintiffs' counsel will make a request
26 with regard to specific costs incurred in this matter and the Court can determine the exact amount
27 appropriate for reimbursement.
28

1 43. The proposed maximum request for attorneys' fees and reimbursement of costs and
2 expenses are reasonable in light of the time and expense expended to achieve the substantial benefits and
3 should be approved or can be trimmed to an appropriate level at the final approval hearing. This case
4 involved over three years of litigation. At the final approval hearing, Plaintiffs' counsel will provide
5 justification for the amount requested and the Court will hear objections, if any. Class Counsel reached
6 this result for the Class at significant risk to themselves of recovering no fee. Class Counsel was aware
7 that the only way they would be compensated was to achieve a successful result. Yet, Class Counsel did
8 not waiver in pursuing the interests of the Class and invested the time and resources necessary to bring
9 the action to a successful conclusion.

10 44. The proposed Settlement Administrator, Phoenix Class Action Administration Solutions,
11 has provided a bid of \$18,000 to administer this Settlement. We submitted a request for bids to multiple
12 settlement administrators, and the bid from Phoenix was the most economical. In my experience, the
13 Settlement Administrator's estimate is within normal ranges for the size, breadth, and complexity of this
14 proposed class action settlement.

15 45. Since being retained by the Class Representatives Paola Uribe and Maria Soto, my firm
16 has had numerous discussions with them regarding the progress of this litigation, the merits of the claims
17 and the defenses asserted by Monroe, and this proposed settlement.

18 46. Both Class Representatives have actively participated in the investigation of the issues in
19 this case and the negotiations leading to the settlement of this matter, as set forth in their individual
20 declarations concurrently filed in support of this approval motion. The Class Representatives submitted
21 declarations in Opposition to Monroe's Motion to Compel Arbitration, consulted with their counsel,
22 maintained themselves fully informed, and preparing to litigate in an arbitration proceeding. Plaintiffs'
23 claims are essentially identical with the class. In particular, Plaintiffs' claims are essentially identical to
24 all other class members and their claims are typical of such workers with the same common issues.
25 Further, there is no known conflict between the Class Representatives and those of the other Class
26 Members.

47. Based upon our conversations with Plaintiffs and as set forth in their declarations, I know that they believe the Settlement for approximately 1941 non-exempt workers who worked at Monroe is fair and reasonable and should be approved by the Court.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct. Executed on May 06, 2024 in Oakland, California.


Stan S. Mallison

EXHIBIT 1

ASSOCIATION OF COUNSEL AND JOINT PROSECUTION AGREEMENT

The undersigned parties and attorneys hereby agree that BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP ("BNBD"), effective on the date below, is associated with GAINES & GAINES, APLC ("GAINES") and MALLISON & MARTINEZ (M&M), as counsel for the Plaintiffs for Labor Code and other violations against Monroe Operations, LLC, and related entities, currently pending in *Karen Hart v. Monroe Operations, LLC*; *Wilson Chung and Lisa Burton v. Monroe Operations, LLC*; and, *Paola Uribe and Maria Soto v. Monroe Operations, LLC* (the "Actions").

Collectively, BNBD, GAINES and M&M are referred herein as "Law Firms." The Law Firms will jointly prosecute the Actions, with the understanding that BNBD, GAINES and M&M will be co-counsel. Clients consent to this association of counsel and the fee and cost sharing agreement between the Law Firms will be that the total attorneys' fees and costs awarded or obtained shall be allocated as follows: 40% of the attorneys' fees to BNBD, 40% of the attorneys' fees to GAINES, and 20% of the attorneys' fees to M&M and all litigation costs will be reimbursed to the Law Firm that incurred those costs. Law Firms will maintain their own insurance and do not accept liability for each other's actions.

This consent by Clients will in no way affect the fee agreements between Clients and their counsel except as to the allocation of fees and costs between the Law Firms as set forth herein. Specifically, this agreement shall not increase the amount due from Clients for fees and costs. The Law Firms further agree that any fee payments made to other plaintiffs' counsel in any related actions as a result of the resolution of the Actions will be subtracted from the Law Firms' respective fees on a pro rata basis based upon the above referenced fee split. Both Law Firms must agree on the amount of fees, if any, to be paid to other plaintiffs' counsel in any related actions, subject to the approval of the Clients.

Accepted and agreed to as of this 16th day of August, 2023.

Clients:

Karen Hart

By: 
Client signature

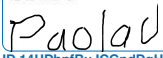
Wilson Chung

By: _____
Client signature

Lisa Burton

By: _____
Client signature

Paola Uribe

By: 
Client signature

Maria Soto

By: _____
Client signature

Attorneys:

Gaines & Gaines, APLC

By: 
Daniel F. Gaines

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
AJ Bhowmik

Mallison & Martinez

By: 
Stan S. Mallison

ASSOCIATION OF COUNSEL AND JOINT PROSECUTION AGREEMENT

The undersigned parties and attorneys hereby agree that BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP ("BNBD"), effective on the date below, is associated with GAINES & GAINES, APLC ("GAINES") and MALLISON & MARTINEZ (M&M), as counsel for the Plaintiffs for Labor Code and other violations against Monroe Operations, LLC, and related entities, currently pending in *Karen Hart v. Monroe Operations, LLC*; *Wilson Chung and Lisa Burton v. Monroe Operations, LLC*; and, *Paola Uribe and Maria Soto v. Monroe Operations, LLC* (the "Actions").

Collectively, BNBD, GAINES and M&M are referred herein as "Law Firms." The Law Firms will jointly prosecute the Actions, with the understanding that BNBD, GAINES and M&M will be co-counsel. Clients consent to this association of counsel and the fee and cost sharing agreement between the Law Firms will be that the total attorneys' fees and costs awarded or obtained shall be allocated as follows: 40% of the attorneys' fees to BNBD, 40% of the attorneys' fees to GAINES, and 20% of the attorneys' fees to M&M and all litigation costs will be reimbursed to the Law Firm that incurred those costs. Law Firms will maintain their own insurance and do not accept liability for each other's actions.

This consent by Clients will in no way affect the fee agreements between Clients and their counsel except as to the allocation of fees and costs between the Law Firms as set forth herein. Specifically, this agreement shall not increase the amount due from Clients for fees and costs. The Law Firms further agree that any fee payments made to other plaintiffs' counsel in any related actions as a result of the resolution of the Actions will be subtracted from the Law Firms' respective fees on a pro rata basis based upon the above referenced fee split. Both Law Firms must agree on the amount of fees, if any, to be paid to other plaintiffs' counsel in any related actions, subject to the approval of the Clients.

Accepted and agreed to as of this 16th day of August, 2023.

Clients:

Karen Hart

By: _____
Client signature

Wilson Chung

By:  _____
Wilson Ray Chung (Aug 17, 2023 13:53 GMT+8)
Client signature

Lisa Burton

By:  _____
Lisa Burton (Aug 16, 2023 16:23 PDT)
Client signature

Paola Uribe

By:  _____
ID 141UDbnfBuJCGpdDgHMDNcsbi
Client signature

Maria Soto

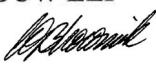
By: _____
Client signature

Attorneys:

Gaines & Gaines, APLC

By: _____
Daniel F. Gaines

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By:  _____
AJ Bhowmik

Mallison & Martinez

By:  _____
Stan S. Mallison

ASSOCIATION OF COUNSEL AND JOINT PROSECUTION AGREEMENT

The undersigned parties and attorneys hereby agree that BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP ("BNBD"), effective on the date below, is associated with GAINES & GAINES, APLC ("GAINES") and MALLISON & MARTINEZ (M&M), as counsel for the Plaintiffs for Labor Code and other violations against Monroe Operations, LLC, and related entities, currently pending in *Karen Hart v. Monroe Operations, LLC*; *Wilson Chung and Lisa Burton v. Monroe Operations, LLC*; and, *Paola Uribe and Maria Soto v. Monroe Operations, LLC* (the "Actions").

Collectively, BNBD, GAINES and M&M are referred herein as "Law Firms." The Law Firms will jointly prosecute the Actions, with the understanding that BNBD, GAINES and M&M will be co-counsel. Clients consent to this association of counsel and the fee and cost sharing agreement between the Law Firms will be that the total attorneys' fees and costs awarded or obtained shall be allocated as follows: 40% of the attorneys' fees to BNBD, 40% of the attorneys' fees to GAINES, and 20% of the attorneys' fees to M&M and all litigation costs will be reimbursed to the Law Firm that incurred those costs. Law Firms will maintain their own insurance and do not accept liability for each other's actions.

This consent by Clients will in no way affect the fee agreements between Clients and their counsel except as to the allocation of fees and costs between the Law Firms as set forth herein. Specifically, this agreement shall not increase the amount due from Clients for fees and costs. The Law Firms further agree that any fee payments made to other plaintiffs' counsel in any related actions as a result of the resolution of the Actions will be subtracted from the Law Firms' respective fees on a pro rata basis based upon the above referenced fee split. Both Law Firms must agree on the amount of fees, if any, to be paid to other plaintiffs' counsel in any related actions, subject to the approval of the Clients.

Accepted and agreed to as of this 16th day of August, 2023.

Clients:

Karen Hart

By: 
Client signature

Wilson Chung

By: _____
Client signature

Lisa Burton

By: _____
Client signature

Paola Uribe

By: _____
Client signature

Maria Soto

By: 
Client signature

Attorneys:

Gaines & Gaines, APLC

By: 
Daniel F. Gaines

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
AJ Bhowmik

Mallison & Martinez

By: 
Stan S. Mallison

ASSOCIATION OF COUNSEL AND JOINT PROSECUTION AGREEMENT

The undersigned parties and attorneys hereby agree that BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP ("BNBD"), effective on the date below, is associated with GAINES & GAINES, APLC ("GAINES") and MALLISON & MARTINEZ (M&M), as counsel for the Plaintiffs for Labor Code and other violations against Monroe Operations, LLC, and related entities, currently pending in *Karen Hart v. Monroe Operations, LLC*; *Wilson Chung and Lisa Burton v. Monroe Operations, LLC*; and, *Paola Uribe and Maria Soto v. Monroe Operations, LLC* (the "Actions").

Collectively, BNBD, GAINES and M&M are referred herein as "Law Firms." The Law Firms will jointly prosecute the Actions, with the understanding that BNBD, GAINES and M&M will be co-counsel. Clients consent to this association of counsel and the fee and cost sharing agreement between the Law Firms will be that the total attorneys' fees and costs awarded or obtained shall be allocated as follows: 40% of the attorneys' fees to BNBD, 40% of the attorneys' fees to GAINES, and 20% of the attorneys' fees to M&M and all litigation costs will be reimbursed to the Law Firm that incurred those costs. Law Firms will maintain their own insurance and do not accept liability for each other's actions.

This consent by Clients will in no way affect the fee agreements between Clients and their counsel except as to the allocation of fees and costs between the Law Firms as set forth herein. Specifically, this agreement shall not increase the amount due from Clients for fees and costs. The Law Firms further agree that any fee payments made to other plaintiffs' counsel in any related actions as a result of the resolution of the Actions will be subtracted from the Law Firms' respective fees on a pro rata basis based upon the above referenced fee split. Both Law Firms must agree on the amount of fees, if any, to be paid to other plaintiffs' counsel in any related actions, subject to the approval of the Clients.

Accepted and agreed to as of this 16th day of August, 2023.

Clients:

Karen Hart

By: _____
Client signature

Wilson Chung

By: 
[Wilson Kay Chung \(Aug 17, 2023 13:53 GMT+8\)](#)
Client signature

Lisa Burton

By: 
[Lisa Burton \(Aug 16, 2023 16:23 PDT\)](#)
Client signature

Paola Uribe

By: _____
Client signature

Maria Soto

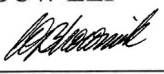
By: 
[ID xQzKZzYXvhtVqsPK7dCR3nP3](#)
Client signature

Attorneys:

Gaines & Gaines, APLC

By: _____
Daniel F. Gaines

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: 
AJ Bhowmik

Mallison & Martinez

By: 
Stan S. Mallison