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16 *Attorneys for Plaintiff ILANA RAMOS*
17 *& Proposed class*

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SACRAMENTO**

20 JAMES GREGORY and ILANA RAMOS
21 individually and on behalf of all others
22 similarly situated,

23 Plaintiffs,

24 v.

25 TRIPLE CANOPY, INC.; CONSTELLIS
26 INTEGRATED RISK MANAGEMENT
27 SERVICES, INC.; TRIPLE CANOPY — A
28 CONSTELLIS COMPANY; and DOES 1-50,
INCLUSIVE,

Defendants.

Case No.: 34-2022-00322538

CLASS & REPRESENTATIVE ACTION

**DECLARATION OF WALTER L. HAINES
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS/PAGA
ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS' FEES,
COSTS, ADMINISTRATION COSTS AND
CLASS REPRESENTATIVE
ENHANCEMENT AWARD**

Date: February 2, 2024
Time: 9:00 a.m.
Dept.: 28
Judge: Hon. Lauri A. Damrell

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1 I, WALTER L. HAINES, declare as follows:

2 1. I am an attorney admitted and licensed to practice law in California. I am the principal
3 of United Employees Law Group and co-counsel of record for Plaintiff Ilana Ramos ("Plaintiff"). The
4 facts stated in this declaration are based upon my personal knowledge, except as otherwise stated. If
5 called to testify, I could and would competently testify to the facts stated herein.

6 2. This declaration is submitted in support of Plaintiffs' Motion for Final Approval of
7 Class/PAGA Action Settlement and Motion for Attorneys' Fees and Costs, Administration Costs and
8 Class Representative Enhancement Award.

9 3. The time and effort Plaintiffs put into this litigation was not only significant in assisting
10 Class Counsel in understanding the facts involved in this lawsuit, but was also valuable to the
11 prosecution of this matter, which ultimately resulted in settlement. I, therefore, believe that the Service
12 Awards, as outlined in the Settlement Agreement, are appropriate.

13 4. I have practiced law for over 40 years and I am highly experienced in litigating class
14 actions of this nature. I formed United Employees Law Group in 2005 to represent employees in
15 claims against their employers. Throughout my career, I have represented over 1,500 clients in wage
16 and hour disputes. More than 380 of such disputes were class actions with settlements totaling over
17 \$530,000,000. These class actions include Fortune 500 companies including, but not limited to: Pepsi,
18 Intel, Home Depot, Kaiser Foundation Hospitals, Wells Fargo, Bank of America, Cisco Systems, First
19 America Title Co., Yahoo!, WellPoint, Inc. and Sun Microsystems.

20 5. My law firm has participated in all stages of the litigation and has performed work on
21 behalf of Plaintiffs and the members of the Settlement Class. For example, my firm performed the
22 initial client intake, client interview, investigation and evaluation of the case, client liaison, reviewed
23 and responded to correspondence related to the above-entitled action, participated in conference calls
24 with co-counsel regarding the prosecution of this lawsuit and all other relevant tasks. The total number
25 of hours spent by my firm and I on this lawsuit is 12.90 hours, as categorized below:

<u>Category</u>	<u>Hours</u>
Initial investigation, case evaluation & research	6.50

1 Review of communications, pleadings, motions and settlement 6.40
documents

2 **Total: 12.90**

3 6. My hourly rate is \$725.00 per hour, which is my usual and customary hourly rate
4 charged for my services in similar class actions. My total lodestar is \$9,352.50 [12.90 hours x
5 \$725.00].

6 7. My firm has incurred \$2.47 in litigation expenses in connection with this action, which
7 include expenses for court costs, legal research, litigation support and other miscellaneous expenses
8 (i.e. photocopying, telephone and postage).

9 8. The settlement in this action was reached following extensive negotiations during a
10 private mediation session with Jason Marsili on January 18, 2023. At all times the settlement
11 negotiations were at arm's length and, although conducted in a professional manner, were adversarial.

12 9. Prior to mediation, Plaintiff's counsel conducted a thorough investigation into the facts
13 and legal issues raised by this action. For example, the parties exchanged information, documents and
14 data pursuant to the mediation privilege, such as Defendants' written policies, a sample of employee
15 time and payroll records, the total number of employees employed by Defendants and employees' total
16 number of workweeks. Counsel for Plaintiffs reviewed and analyzed the information they obtained
17 from Defendants, the information they had received from Plaintiffs, as well as the case law on the
18 issues raised in the action. The information obtained allowed us to make an educated and informed
19 evaluation of Plaintiff's underlying claims and Defendants' projected liability. Thus, Plaintiff's
20 counsel was well-informed of the factual and legal issues before participating in mediation.

21 10. Considering the risks of litigation, such as the strength and weaknesses of Plaintiff's
22 claims and the considerable efforts in achieving and maintaining class certification, it is my opinion
23 and belief the settlement is fair, adequate and reasonable.

24 11. The Settlement Agreement provides for a Total Settlement Amount of \$940,000, which
25 includes all payments to the settlement class members, the payment to the California Labor and
26 Workforce Development Agency for civil penalties under the Private Attorneys General Act, costs to
27 administer the settlement, the Class Representative Service Awards and the award of attorneys' fees
28 and costs.

12. Under the Settlement Agreement, no more than \$14,000 of the Gross Settlement Amount shall be allocated to the third-party administrator, Apex Class Action Settlement Administrators, for the costs associated with administration of the settlement. I do not have any affiliation with the proposed administrator, Apex Class Action Settlement Administrators.

13. The Settlement Agreement also allows for a Class Representative Service Awards for Plaintiffs. Plaintiffs have provided significant and valuable assistance in the investigation and prosecution of this matter, which assisted in bringing this settlement before the court. For instance, Plaintiff Ramos provided information and documents relevant to her employment experience and kept in regular contact with her counsel. By bringing this lawsuit, Plaintiff undertook the risks associated with litigation, including being financially responsible in the event the case was unsuccessful. Therefore, I believe that a Class Representative Service Awards are appropriate.

14. The Settlement Agreement permits Class Counsel to apply for a Class Counsel Award in the amount of \$313,333.33 for attorneys' fees and an amount not to exceed \$30,000 for litigation costs.

15. Based on my experience I believe that settlement on the terms outlined in the Settlement Agreement is fair, reasonable and adequate, as well as in the best interest of the Settlement Class in light of all known facts and circumstances.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that this declaration was executed on this 4th day of January 2024 in Los Angeles, California.


WALTER L. HAINES