

Alexandra K. Piazza (SBA 341678)
BERGER MONTAGUE PC
8241 La Mesa Blvd, Suite A
La Mesa, CA 91942
Tel.: (619) 489-0300
Fax: (215) 875-4606
apiazza@bm.net

[additional counsel listed on signature page]

*Attorneys for Plaintiffs and the Proposed
California Class, Aggrieved Employees, and FLSA Collective*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF YOLO**

RANDY CURRAN, CIERRA WOOLEN,	:	Civil Action No.: CV2024-0847
LUISA MAZON, ROBERTO RAMIREZ,	:	
LINDA FANG, and ALEXIS BELL,	:	Assigned to the Hon. Timothy Fall, in Dept.
individually and on behalf of others similarly	:	11]
situated,	:	
	:	
Plaintiffs,	:	DECLARATION OF RYAN ALLEN
	:	HANCOCK IN SUPPORT OF
v.	:	PLAINTIFFS' UNOPPOSED MOTION
	:	FOR FINAL APPROVAL OF CLASS,
ADVANCED CARRIER SERVICES,	:	REPRESENTATIVE, AND
LLC, B-Z CONVEYANCE, LLC,	:	COLLECTIVE ACTION
DELIVERY RESPONSE ON-TIME	:	SETTLEMENT
PARCEL LLC, ONDOT LLC,	:	
AMAZON.COM, INC., and AMAZON	:	
LOGISTICS, INC.,	:	
	:	
Defendants.	:	

I, Ryan Allen Hancock, hereby declare that the following is true and correct:

1. I am a member in good standing of the bar of the Commonwealth of Pennsylvania and New York. I am a Partner and Chair of the Employment Law Department of Willig, Williams & Davidson ("WWD") located at 1845 Walnut Street, 24th Floor, Philadelphia, PA 19103.

2. I submit this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of the Settlement Agreement.

DECLARATION OF RYAN ALLEN HANCOCK

1 3. Class Counsel believes that the negotiated Settlement Agreement of this
2 collective action wage and hour lawsuit provides an excellent settlement for the Plaintiffs and
3 the Settlement Classes and Collectives, with respect to their claims for unpaid overtime wages
4 resulting from Defendants' alleged violations of California law and the Fair Labor Standards
5 Act, 29 U.S.C. § 201, *et seq.* ("FLSA"), as alleged in Plaintiffs' Complaint.

6 **Class Counsel's Experience in Wage and Hour Class and Collective Actions**

7 4. Throughout my career, I have focused on representing individuals (or groups of
8 individuals) in litigation related to their employment. I have represented employees in hundreds
9 of administrative claims and lawsuits in state and federal district courts across the country,
10 including wage-and-hour cases involving allegations of off-the-clock work, unpaid overtime
11 compensation and violations of various statutes and ordinances.

12 5. Willig, Williams & Davidson has successfully resolved numerous unpaid
13 overtime cases in state and federal courts across the United States. This level of experience
14 enabled our firm to undertake this matter and to prosecute, negotiate, and resolve the claims on
15 behalf of the Plaintiffs and the Settlement Classes and Collectives efficiently and successfully.

16 6. I am barred in Pennsylvania and New York. I am admitted to practice in the U.S.
17 Court of Appeals for the Second and Third Circuits and the U.S. District Courts for the Southern
18 District of Alabama, the Northern District of Georgia, the Northern District of Illinois, the
19 Eastern and Southern District of New York, and for the Eastern, Middle, and Western Districts
20 of Pennsylvania.

21 7. I am a 2003 graduate of Rutgers School of Law. Following graduation from law
22 school, I clerked for the Honorable David G. Eynon in Camden, NJ. Following my clerkship, I
23 worked for more than nine years as the Assistant Chief Counsel for the Pennsylvania Human
24 Relations Commission for the Commonwealth of Pennsylvania's Civil Rights Enforcement
25 Agency. I routinely speak at continuing legal education seminars and conferences on issues
26 related to workers' rights. In 2010, I co-founded and currently sit on the Board of the
27 Philadelphia Lawyers for Social Equity ("PLSE"), a legal aid non-profit dedicated to limiting

1 the collateral consequences of criminal records – including in the employment field. I also
2 currently sit on the Board of Keystone Research Center and Ulises Books. I previously sat on
3 the Board of Bethesda Project’s Young Professional Advisory Board and Penn Law’s *Journal*
4 *of Law & Social Change*, and I sat on the Steering Committee of the MENTOR program, First
5 Judicial District of Pennsylvania. Since 2016, I continue to teach trial advocacy at Rutgers
6 School of Law as an adjunct professor. Since 2017, I have been named as a Pennsylvania Super
7 Lawyer in the field of Labor & Employment and since 2018 I have been named in Best Lawyer
8 in America. In 2018, I won the PNC Achievement Award from the Philadelphia Bar Association
9 and have I have received the 3rd Senatorial District Community Service Award and the Pro-Bono
10 Partner of the month by the Public Interest Law Center.

11 8. I have served, and currently serve, as lead or co-lead counsel in many
12 employment class and collective action cases in state and federal courts across the country,
13 including *Hickman et al. v. TL Transportation, and Amazon.com, LLC, et al.*, Case No. 2:17-cv-
14 013038 (E.D. of Pennsylvania); *Frederich Green et al. v. Amazon.com, LLC, et al.*, Case No.
15 1:18-cv-1032 (M.D. of South Carolina); *Gaines v. Amazon.com, LLC, et al.*, Case No. 1:19-cv-
16 00528 (N.D. of Georgia); *Priestley Faucett v. Amazon.com, LLC, et al.*, Case No. 1:18-cv-08066
17 (N.D. of Illinois); *Heather Gongaware v. Amazon.com, LLC, et al.* Case No. 1:18-cv-08358
18 (N.D. of Illinois); *Andrea Thomas et al. v. JSTC, LLC*, Case No. 6:19-cv-01528 (M.D. of
19 Florida); *Christopher Johnson, et al. v. Trinity Couriers, Inc., et al.* Case No. 1:19-cv-686 (S.D.
20 of Ohio); *Carroll v. Northeast Community Center for Behavioral Health*, Case No. 2:21-cv-
21 01288 (E.D. of Pennsylvania); *Dale Ramtour v. Brendan Stanton, Inc.*, Case No. 2:15-cv-04941
22 (E.D. of Pennsylvania); *Douglas Salomone, et al. v. Urge Productions, LLC and Aaron Kaufman*,
23 Index No. 651220/2015 (N.Y. Sup. Ct.); *David Johnson, et al. v. Ronak Foods, LLC, et al.*, Case
24 No. 001090 (Ct. of Com. Pl. of Philadelphia Cnty.); *Karel Alvarez et al. v. BI Incorporated*, Case
25 No. 2:16-cv-02705 (E.D. of Pennsylvania); *Maria Devlin et al. v. Ferrandino & Son, Inc.*, Case
26 No. 2:15-v-04976 (E.D. of Pennsylvania); *Hector Ayala Herrera et al. v. Rolling Green*
27 *Landscape and Design, Inc. et al.*, Case No. 2:17-cv-03176 (E.D. of Pennsylvania); *Shasay*

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1 *Morgan et al. v. RCL Management, Inc., et al.*, Case No. 2:18-cv-00800 (E.D. of Pennsylvania);
2 and *Kim Channay Hauser v. Patriot Home Care, Inc.*, Case No. 2:18-cv-03126 (E.D. of Pa.).

3 **The Proposed Settlement is Fair and Reasonable**

4 9. In this case, Class Counsel represented Plaintiffs and the Settlement Class and
5 Collective.

6 10. Class Counsel has undertaken extensive factual investigations and development of
7 strategy and legal theories related to the unpaid overtime claims of DAs across the country who
8 were paid by various entities to deliver packages purchased by consumers on Amazon.com.

9 11. Class Counsel has spent a significant amount of time working on this litigation, to
10 ensure that a fair and reasonable resolution has been reached on behalf of the Class/Collective.
11 These efforts included, without limitation: extensively investigating the matter and developing
12 legal theories related to the unpaid wage claims of Delivery Associates, drafting and serving the
13 pre-litigation demand letter, engaging in significant informal discovery relating to settlement;
14 performing a comprehensive exposure analysis; participating in voluminous settlement
15 negotiations; and finalizing and negotiating a long form settlement agreement.

16 12. In agreeing to this Settlement Agreement, Plaintiffs have considered: (a) the facts
17 developed during the mediation process and the law applicable thereto; (b) the risks of continued
18 litigation; and (c) the desirability of consummating this Settlement according to the terms of this
19 Settlement Agreement. Plaintiffs have concluded that the terms of this Settlement Agreement are
20 fair and reasonable, and that it is in the best interests of Plaintiffs and the Settlement Class
21 Members and Collective Members to settle their claims against Defendants and the Released
22 Parties (as defined below) as set forth herein.

23 13. Based on the foregoing, Class Counsel has concluded that the terms of this
24 Settlement Agreement are fair and reasonable, and that it is in the best interests of Plaintiffs and
25 Settlement Class and Settlement Collective to settle their claims against Respondents and the
26 Released Parties. The likely risks, complexity, delay and expense of proceeding with litigation
27 are clearly outweighed by the substantial and immediate financial relief presented by this

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1 excellent settlement.

2 14. Based on my knowledge and expertise, I believe that the settlement is fair and
3 reasonable and in the best interests of the Settlement Class and Collective. The Settlement
4 Agreement offers significant advantages over the continued prosecution of this case, providing
5 the Plaintiffs and the Settlement Class and Settlement Collective Members with a certain and
6 substantial payment and averts years of continued complex, time-consuming, and expensive
7 litigation, with no assurance of success.

8 15. The Parties have spent considerable time negotiating and drafting the Settlement
9 Agreement, which ensures that all members of the Settlement Class are provided with Notice of
10 the Settlement Agreement and its terms. Moreover, Class Counsel will perform additional work
11 that will be necessary to bring this settlement to a conclusion, including overseeing the
12 administration of the settlement.

13 16. Class Counsel requests approval of attorneys' fees in this matter in the amount of
14 one-third of the settlement fund.

15 17. Class Counsel has performed our work in this action knowing that, if our efforts
16 are unsuccessful, we will recover nothing for their time. Class Counsel has undertaken our
17 representation on a contingency basis, which presents a very real risk, as Claimants' Counsel has
18 invested time, effort, and money over a period of years with no guarantee of any recovery. By
19 permitting clients to obtain attorneys without having to pay hourly fees, contingent fee
20 arrangements provide critical access to the courts for people who otherwise would not be able to
21 find competent counsel to represent them. Class Counsel will continue to work on the matter after
22 approval to ensure that the settlement is properly effectuated.

23 18. Class Counsel advanced all costs and, as the fee agreements provide, had there been
24 no recovery, Claimants' Counsel would not have been paid a fee or reimbursement of their
25 expenses. The risks Claimants' Counsel undertook were real, and the resources that Claimants'
26 Counsel, have dedicated to this action meant that such resources were not available to other cases.

27 19. Class Counsel collectively have spent hundreds of hours over the course of several

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1 years investigating and bringing this case to a successful settlement for the benefit of the
2 Settlement Class and Collective Members.

3 20. As of September 30, 2024, the total number of recorded hours spent on this
4 litigation by Willig, Williams & Davidson is in excess of 150 hours, and was performed by me
5 and the assistance of paralegal support staff, not including time and efforts spent on related
6 matters that contributed to the efficiencies and success of the result achieved here. This time
7 reflected was time actually spent, in the exercise of reasonable judgment, by the attorney and staff
8 involved. Counsel was careful not to expend unnecessary hours and not to duplicate work done
9 by others.

10 21. I believe that the requested fee is reasonable under the circumstances and should be
11 approved by the Court.

12 22. This litigation also required Class Counsel to advance costs over a series of years.
13 Because the risk of advancing costs in this type of litigation is significant, doing so is often cost
14 prohibitive to many attorneys.

15 23. My firm has incurred costs in the amount of \$1,580.88 to date in order prosecute
16 this action.

17 24. I respectfully request that the Court grant final approval to the settlement so that
18 Settlement Class and Collective Members may promptly receive their Settlement Awards.

19
20
21 Dated: October 31, 2024



22 _____
Ryan Allen Hancock