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Attorneys for Plaintiff RIGOBERTO VALLE
(See additional counsel information next page)

SUPERIOR COURT STATE OF CALIFORNIA
COUNTY OF STANISLAUS

RIGOBERTO VALLE on behalf of
himself and similarly situated employees,

Plaintiff(s),

v.

STANISLAUS FOOD PRODUCTS
COMPANY, a California Corporation;
DOES 1-20, inclusive,

Defendant(s).

Case No.: CV-23-001433

**DECLARATION OF DREW LEWIS IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL**

Date: Nov 20, 2024
Time: 8:30 a.m.
Judge: Hon. John D. Freeland
Dept.: 23

Complaint Filed: March 21, 2023
Trial Date: Not Set

BOKHOUR LAW GROUP, P.C.

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27 Attorneys for Plaintiffs REBECA BALBUENA ANDRES and MARTIN SOHAL
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1. I am an attorney duly admitted to practice law before all courts of the State of California, I am an attorney in the law firm of Drew Lewis, PC, and I am one of the attorneys of record in this matter. If called upon to testify as to the matters stated herein, I could and would do so competently and truthfully. I make this declaration as counsel for Plaintiffs' Motion for Preliminary Approval:

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1 Court. Further a rate of \$900 was approved in 2023 for attorney Dan Schnebly. The rates of
2 billers on this matter are described below:

3 6. This case was taken on a contingency basis where our Firm does not get paid unless we
4 are able to recover money for the Plaintiff(s). Additionally, we advance all costs in the matter. It
5 is my experience, having represented hundreds of employees, that the vast majority of employees
6 are unable to afford hourly legal representation. But for law firms that take cases on contingency,
7 they would have no access to civil justice. However, this type of arrangement creates substantial
8 risk for lawyers who take on these cases.

9 7. In light of the foregoing and our Firm's extensive experience representing employees in
10 wage and hour matters, including complex and representative actions, and our significant trial
11 experience, the fees above are appropriate.

12 8. My Firm's total costs are **\$10,177.45** and include filing fees, expert analysis fees, and
13 mediation fees. Those costs are detailed below:

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Description	Cost
Filing and Service fees	\$1,755.53
Interpreter fees	\$585.56
Remote Court Appearance fees	\$60.70
Postage fee	\$19.00
Mediation fee	\$5,666.66
Expert fee	\$2,090.00
Total	\$10,177.45

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24 **SERVICE PAYMENT**

25 9. The Parties have agreed that Plaintiff Valle will be paid a service payment in the amount
26 of \$7,500.00. This payment is intended to recognize the time and effort that Plaintiff spent on
27 behalf of other Class Members and the State in bringing this case forward. The requested award
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1 is appropriate. Because of his efforts, the Class will receive a substantial benefit, including payouts
2 for the unpaid wages that are owed to them.

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4 I declare under penalty of perjury that the facts stated in this declaration are true and
5 correct and that this declaration was executed on November 26, 2024, in Roseville, California.

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8 DREW LEWIS