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Attorneys for Plaintiffs,
CRUZ DE LEON SERRANO, GRACIELA RODRIGUEZ,
and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

**FOR THE COUNTY OF CONTRA COSTA
(UNLIMITED JURISDICTION)**

CRUZ DE LEON SERRANO and
GRACIELA RODRIGUEZ, on behalf of
themselves and all others similarly situated,
and the general public, and as “Aggrieved
Employees” on behalf of other “Aggrieved
Employees” under the Private Attorneys
General Act of 2004,

Plaintiffs,

vs.

KOHANA COFFEE, LLC; WESTROCK
COFFEE COMPANY; WESTROCK
COFFEE COMPANY, LLC; and DOES 1
to 25, inclusive,

Defendant(s).

Case No.: C24-02642

**DECLARATION OF CRUZ DE LEON
SERRANO IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Action filed: 10/01/2024
Hearing Date: 08/14/2025
Hearing Time: 9:00 a.m.
Hearing Dept: 39, Hon. Edward G.
Weil

DECLARATION OF CRUZ DE LEON SERRANO

I, Cruz De Leon Serrano, declare and state as follows:

1. I am a resident of the City of Oakland, in the State of California and am over 18 years of age. I am one of the plaintiffs in this action and am represented by Maralle Messrelian of MM Law, APC in this action. Except as otherwise stated, I have personal knowledge of all matters set forth in this declaration and could and would competently testify thereto if called upon to do so as a witness.

2. I started working for Kohana Coffee LLC in or around September of 1998. Throughout my employment tenure, I worked in production and quality control. I continuously worked for Kohana Coffee, LLC until on or about March 15, 2024 when my employment ended.

3. I understand that, as Class Representative, I have certain duties and responsibilities to the Class Members and believe that I have fairly represented the interests of all Class Members during the entire course of this case.

4. My counsel provided me with information regarding class actions, how they work, and what my duties would be as the Class Representative. I agreed to serve as a Class Representative so that I could seek to recover wages and penalties on behalf of myself and other employees like me.

5. I understand that the Settlement in this case is subject to this Court's approval to ensure that it is in the best interest of the Class as a whole. I have no conflicts with the Class.

6. I understand that my attorneys are submitting an application to this Court for an Class Representative Enhancement Payment to compensate me for my unique contributions to the success of this action as the Class Representative in the amount of \$7,500.00. I believe this amount is fair and reasonable compensation for my efforts in this case and the risks I have taken in pursuing a fair recovery for the Class Members.

7. I have provided Defendant with a general release of any and all claims, known or unknown, I may have against Defendant. By agreeing to settle the case in the best interest of the Class Members, I have given up the right to pursue my individual claims for unpaid wages and penalties and to recover substantially more for unpaid wages, interest, waiting time penalties, and pay stub penalties. I did not seek an individual settlement for my claims at all, instead choosing to prosecute this matter on behalf of my coworkers. By pursuing the claims of all Class Members, I have also rendered my own individual payment uncertain and delayed its

1 payment by several months (at the least).

2 8. As Class Representative, I assumed a fiduciary role to the Class. I agreed to (1)
3 consider the interests of the Class just as I would consider my own interests and, in some cases,
4 to put the interests of the Class before my own interests; (2) actively participate in the lawsuit,
5 as necessary, by among other things, producing documents to Defendant and giving depositions
6 and trial testimony if requested; (3) travel to give such testimony; (4) recognize and accept that
7 any resolution of the lawsuit by dismissal or settlement, is subject to court approval, and must
8 be designed in the best interest of the Class as a whole; (5) follow the progress of the lawsuit
9 and provide all relevant facts to my attorneys; (6) champion many other people with similar
10 claims and injuries because of the importance of the case and the necessity that all Class
11 Members benefit from the lawsuit; and (7) fight for a resolution in which the individual
12 recoveries to each Class Member, including me, maybe relatively small. I agreed to shoulder all
13 of these responsibilities in exchange for a proportionate share of funds made available for
14 distribution to the Class Members. I had no guarantee of a Class Representative Enhancement
15 Payment. I have spent a considerable amount of my time in connection with this case to date.
16 The activities I have performed have included, but have not been limited to: obtaining legal
17 counsel, speaking with my legal counsel on numerous occasions, over the phone, informing
18 them of the terms and conditions of my coworkers' employment, assisting them in gathering
19 information, identifying the claims brought in this case, gathering contact information for my
20 former coworkers, gathering documents from my employment with Defendant, and being
21 actively involved in the settlement process to ensure a fair result for the Class as a whole. I also
22 spent time carefully reviewing the Settlement, and other case related documents on my own and
23 with my counsel to make sure that the Settlement and other work my attorneys performed are in
24 the best interest of the Class Members.

25 9. Further, my counsel have advised me of the possibility that, if the case was lost,
26 I could have been ordered to pay Defendant's costs and even attorneys' fees in this case, which
27 could have been thousands of dollars by the end.

28 10. Because I filed this lawsuit, there is a public record at the Court showing that I
brought a class action for unpaid wages against my former employer. The Class Representative
Enhancement Payment to me of \$7,500.00 is not equal to the harm to my future career prospects
that this case may cause me.

11. Based on the time, risk, stigma, loss of benefits and income and great outcome of this case, I believe that the requested Class Representative Enhancement Payment for me is fair and reasonable. As such, I respectfully request that the Court award the requested Class Representative Enhancement Payment of \$7,500.00.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed on 07/17/2025 in Oakland, California.

Cruz de Leon Serrano

Cruz de Leon Serrano (Jul 17, 2025 12:38 PDT)

CRUZ DE LEON SERRANO,
Declarant