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Attorneys for Plaintiff Semaj Graham

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SEMAJ GRAHAM as individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

4283929 DELAWARE LLC; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 24STCV19351

**DECLARATION OF MAX W. GAVRON IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: March 30, 2026

Time: 10:00 a.m.

Dept.: 7

Action Filed: August 2, 2024

Trial Date: None Set

1 I, Max W. Gavron, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of
3 California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiff
4 Semaj Graham (“Plaintiff” or “Graham”). I have personal knowledge of the facts set forth below
5 and if called to testify I could and would do so competently.

6 **FAIRNESS OF THE SETTLEMENT**

7 2. I am one of the primary attorneys on this matter. The Class Action and PAGA
8 Settlement Agreement (“Settlement Agreement” or “Agreement”) is the product of informed
9 negotiations between experienced and capable counsel on both sides, each of whom possessed
10 and carefully analyzed the relevant data, legal authorities, and factual issues bearing on the
11 merits of the case and the risks of continued litigation. Based on my independent investigation
12 and assessment, I believe the settlement described in the Settlement Agreement is fair,
13 reasonable, and adequate.

14 3. Prior to settlement, the Parties engaged in a substantial exchange of documents
15 and information relevant to Plaintiffs’ claims and Defendants 4283929 Delaware LLC dba West
16 Coast Pet Memorial Services and Gateway Services Inc.’s (together, “Defendants”) defenses.
17 Defendants produced time and payroll data, as well as information concerning the number of
18 putative class members, pay periods, workweeks, and the various forms of remuneration
19 provided to employees. Defendants also produced employee handbooks and related policies,
20 including policies concerning meal and rest periods, reimbursement, vacation, and other wage-
21 and-hour practices. Based on the data and documents produced by Defendants, Class Counsel
22 conducted a comprehensive damages analysis and evaluated the potential value of the asserted
23 claims.

24 4. The Parties also met and conferred extensively regarding the purported
25 applicability of an arbitration agreement, its potential effect on the putative class claims alleged
26 by Plaintiffs, and Defendants’ anticipated motion to compel arbitration. Ultimately, however, the
27 Parties agreed that it would be more productive to direct their efforts toward an early resolution
28 of the *Reveles* and *Graham* actions through private mediation.

5. On April 17, 2025, the Parties participated in a full-day mediation before experienced mediator Darren M. Cohen. Both before and during the mediation, the Parties engaged in extensive discussions regarding the strengths and weaknesses of their respective claims and defenses, the likelihood of class certification, and the scope of Defendants' potential liability. In preparation for mediation, I investigated the applicable law, analyzed the facts disclosed through the Parties' investigation and informal discovery, assessed Defendants' potential defenses, and evaluated the damages sought by Plaintiffs on behalf of themselves and the Class Members. As a result, I entered mediation with a well-developed understanding of the legal and factual issues in dispute, as well as Defendants' potential exposure.

6. Based on the class data provided by Defendants, Class Counsel estimates that the total amount of class and PAGA penalties ranges between \$7.7 million, on the high end, to \$4.7 million, on the lower end, if Defendants were to succeed in establishing a good faith defense precluding the recovery of wage statement and waiting time penalties. The Gross Settlement Amount is \$1,548,565.00, which is between approximately 20.1% and 32.9% of the maximum class and PAGA penalties. The high settlement percentage-to-recovery further supports that the settlement is fair and reasonable. Since the estimate at mediation, the number of class members increased to 639 individuals. However, the increase in class members does not materially impact the *Kullar* analysis provided by Plaintiffs in the Motion for Preliminary Approval because the analysis was primarily based on estimated violations per workweek. The workweek count increased nominally and was within the buffer contemplated—and protected—by the escalator clause. Prior to mailing the Class Notice, counsel for the Parties noticed that the Class Notice did not explicitly define the “Released Parties.” Accordingly, the Parties included that definition in the notice distributed to the Class.

ATTORNEY QUALIFICATIONS

7. My qualifications are as follows: I received a full-tuition scholarship, and graduated from Southwestern Law School in 2013, *magna cum laude*. I was in the top 5% of my class. During my time at Southwestern, I was a Notes and Comments Editor on the Southwestern Law Review. I also received awards for achieving the highest grade in my class in several

1 courses. In 2012, I was a full-time extern, at the United States District Court for the Central
2 District. Immediately after law school, I taught several courses at Southwestern, including
3 Principles of Legal Analysis and Legal Methods. I taught those courses for approximately four
4 years.

5 8. I practiced civil litigation at Haight Brown & Bonesteel LLP from approximately
6 September 2013, through January 2016. I was third chair in a federal court jury trial that resulted
7 in a defense verdict in our client's favor on a \$21 million commercial breach of contract dispute.
8 I also regularly litigated cases across the civil litigation spectrum, including employment matters.

9 9. From February 2016, through Fall 2017, I practiced at the international law firm
10 of Arnold & Porter, which had recently merged with Kaye Scholer, LLP. I defended Fortune 50
11 companies in Multi-District Litigation primarily in the product liability sphere. I also
12 successfully drafted an appellate brief in the Ninth Circuit resulting in the reversal of a summary
13 judgment decision regarding trade secret issues, in addition to working in several other practice
14 groups.

15 10. From September 2017, through September 2018, I served as a law clerk to a
16 Judge sitting on the United States District Court, Central District of California. I regularly
17 prepared bench memoranda, on cases involving all types of civil litigation, including regularly
18 working on wage and hour class actions.

19 11. I am currently an attorney at the law firm Diversity Law Group, P.C., an
20 employment law firm that has handled numerous wage and hour class and individual actions, on
21 both plaintiff and defense sides. My current practice focuses on employment matters involving
22 both class actions, and single plaintiffs. The firm currently has cases in the Los Angeles Superior
23 Courts, the Orange County Superior Courts, the San Diego County Superior Courts, and the
24 United States District Courts for the Central, Northern, and Eastern Districts of California. I am
25 currently handling, or have handled, numerous wage and hour class action lawsuits with the firm,
26 including, but not limited to: *Weybrew v. BEI Construction*, Solano County Superior Court Case
27 No. FCS055658 (January 14, 2022), *In re See's Candies Wage and Hour Cases*, Case No.
28 JCCP5004 (March 30, 2022), Los Angeles Superior Court, *Pevey v. Lumber City Corp*, San

Bernardino County Superior Court Case No. CIVDS2010240 (May 2, 2022), *Ross v Stater Bros. Markets*, San Bernardino County Superior Court Case No. CIVDS1902518 (September 8, 2022), and *Schneider v. Amazon Retail LLC*, Los Angeles County Superior Court Case No. 21STCV26226 (December 1, 2022); *James v RADC Enterprises, Inc.*, San Bernardino County Superior Court, Case No. CIV-DS1933035 (September 29, 2020), *Hector Luna v. Triple Canopy, Inc.*, Santa Clara County Superior Court, Case No. 19CV345169 (October 22, 2020), *Melbert Magpugay v. Harbor Electronics, Inc.*, Santa Clara County Superior Court Case No. 19CV352547 (January 27, 2021), *Foster v. Schindler Elevator Corp.*, Alameda County Superior Court Case no. RG19029640 (March 2, 2021), *Martin v. Streetplus Company, LLC, et al*, Los Angeles Superior Court Case No. 19STCV15522 (July 13, 2021), *Morris v. Blue Mountain Enterprises, LLC*, Solano County Superior Court, Case No. FCS05.858 (August 4, 2021).

12. On June 14, 2019, I argued two related cases in front of the Ninth Circuit Court of Appeals. One of them was *Rodriguez v Nike Retail Service Inc.*, Case No. 17-16866. On June 28, 2019, the Ninth Circuit issued a published decision, reversing and remanding in favor of our clients. *Rodriguez v. Nike Retail Servs., Inc.*, 928 F.3d 810 (9th Cir. 2019).

13. I have also assisted the firm in numerous wage and hour class action mediations.

ATTORNEYS' FEES AND LITIGATION COSTS

14. Class Counsel have effectively represented the interest of the Class. For example, Class Counsel expended significant time and resources exchanging informal discovery, drafting a mediation statement, preparing a damages and penalties model, and attending mediation. Class Counsel have also, at their own risk, expended costs to file this instant action, effect service of process, and pay other litigation-related costs.

15. To date, I have incurred approximately 191.10 hours in connection with the litigation of this lawsuit. Attached hereto as **Exhibit A** is a summary of the hours I have incurred to date. I also anticipate spending an additional five hours conferring and reviewing e-mails and other written communications with counsel for Defendants, the Settlement Administrator, and Class Members regarding post final approval matters, including payments and related issues.

16. I have been approved at \$750.00 per hour rate in *Aristondo v. Prospera*

1 *Management Inc.* Orange County Superior Court Case No. 30-2023-01334274-CU-OE-CXC
2 (July 30, 2025), *Torres v. Fidelity Management Services, LLC*, Santa Clara Superior Court Case
3 No. 23CV416377 (September 8, 2025), and *Custodio v. Randstad Inhouse Services, LLC*,
4 Alameda County Superior Court, Case No. 23cv029977 (January 15, 2026). Prior to that, I was
5 approved at \$700.00 per hour in *Abernathy v. Deacon Construction, LLC*, Santa Clara County
6 Superior Court Case No. 20CV367327 (February 10, 2025), *Middlebrooks v. Fleetpride, Inc.*,
7 Shasta County Superior Court, Case No. 23CV-0202247 (March 24, 2025), *Shams v. Revature*
8 *LLC*, Santa Clara Superior Court, Case No. 22cv394270 (June 6, 2025). Since January 2024, I
9 was approved at \$650.00 per hour in *Jaramillo v. USS-UIP, LLC*, Contra Costa County Case No.
10 C22-00641 (April 24, 2024). Prior to that, I have been approved at \$600.00 per hour in *Weybrew*
11 *v. BEI Construction*, Solano County Superior Court Case No. FCS055658 (January 14, 2022), *In*
12 *re See's Candies Wage and Hour Cases*, Case No. JCCP5004 (March 30, 2022), *Pevey v.*
13 *Lumber City Corp*, San Bernardino County Superior Court Case No. CIVDS2010240 (May 2,
14 2022), *Anguiano v. Mann Packing Co., Inc.*, Monterey County Superior Court Case No.
15 19CV001178, and *Schneider v. Amazon Retail LLC*, Los Angeles County Superior Court Case
16 No. 21STCV26226 (December 1, 2022), *Hyde v. Prime Now LLC*, Alameda County Superior
17 Court Case No. RG20068286 (August 11, 2023), among others. Prior to that throughout 2020
18 and 2021, I was approved at an hourly rate of at \$550.00 per hour in *James v RADC Enterprises,*
19 *Inc.*, San Bernardino County Superior Court, Case No. CIV-DS1933035 (September 29, 2020),
20 *Hector Luna v. Triple Canopy, Inc.*, Santa Clara County Superior Court, Case No. 19CV345169
21 (October 22, 2020), *Melbert Magpugay v. Harbor Electronics, Inc.*, Santa Clara County Superior
22 Court Case No. 19CV352547 (January 27, 2021), *Foster v. Schindler Elevator Corp.*, Alameda
23 County Superior Court Case no. RG19029640 (March 2, 2021), *Martin v. Streetplus Company,*
24 *LLC, et al*, Los Angeles Superior Court Case No. 19STCV15522 (July 13, 2021), *Morris v. Blue*
25 *Mountain Enterprises, LLC*, Solano County Superior Court, Case No. FCS05858 (August 4,
26 2021).

27 17. I believe \$750.00 per hour is a reasonable rate for my services as demonstrated by
28 the many courts throughout California approving that rate. Accordingly, the total lodestar for my

1 hours will be approximately \$147,075.00 (191.1 hours +5 anticipated hours) x \$750].

2 18. At the time the Parties negotiated the Settlement Agreement, I did not have a final
3 tally of the litigation costs incurred to date. As such, the Parties included a maximum amount
4 that could be attributed to costs under the settlement. To date, Diversity Law Group has incurred
5 costs in the amount of \$9,710.76 for litigation related expenses. Attached hereto as **Exhibit B** is
6 a true and correct copy of the cost report.

7 **NOTICE TO LWDA**

8 19. On March 5, 2026, my office uploaded the Court's Order Granting Preliminary
9 Approval to the LWDA's website. Attached hereto as **Exhibit C** is a true and correct copy of the
10 confirmation.

11 20. On March 6, 2026, my office uploaded a copy of the final approval motion to the
12 LWDA's website. Attached hereto as **Exhibit D** is a true and correct copy of the confirmation.

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct.

15 Executed on this 6th day of March 2026, at Los Angeles, California.

16 
17 Max W. Gavron

EXHIBIT A

Graham v. West Coast Pet Memorial
Superior Court of the State of California, County of Los Angeles, Case No. 24STCV19351
Time and Task Chart for Max W. Gavron

Hours	Description of Work
15.9	Review intake notes; conduct initial interview with client; conduct legal research re potential theories of liability; investigate Defendant and breadth of business in California for purposes of determining potential class size; confer with co-counsel re same.
2.5	Draft PAGA notice and class action complaint; confer with co-counsel and client re same.
3.5	Research re impact of revised PAGA statute on PAGA claims given filing date of PAGA letter; strategize re anticipated litigation surrounding possibility of cure and new defenses.
1.4	Meet and confer with defense counsel for purposes of initial status conference; confer with co-counsel re same; analyze and review Court's order re requirements for ISC.
0.9	Draft and revise amended complaint including PAGA claim; confer with defense counsel and co-counsel re same.
13.8	Analyze and review arbitration agreement provided by Defendant; conduct legal research re enforceability of same focusing on <i>Alberto v Cambrian Homecare</i> arguments; analyze and review additional onboarding documents provided by Defendant to assess arbitration agreement enforceability; meet and confer with defense counsel re anticipated arguments opposing motion to compel arbitration and draft correspondence re same.
6.5	Research and investigate alleged violation of Business and Professions Code as additional grounds for invalidating arbitration agreement and evaluate whether to bring separate claim for violation of that statute; confer with co-counsel re same.
3.2	Analyze and review docket in related case; analyze and review pleadings in related action to determine overlap, if any, between cases; confer with counsel for plaintiff in related case; confer with co-counsel re same.
2.2	Investigate parent company Gateway for purposes of assessing putative class and understanding relationship between entities; confer with co-counsel re same.
1.7	Meet and confer with defense counsel re potential for early mediation; draft and revise Joint Stipulation for Stay considering same; confer with co-counsel re same.
4.9	Draft informal discovery requests for putative class data for mediation; confer with co-counsel and client re same.

Hours	Description of Work
17.9	Analyze and review employee handbooks, policies/procedures, and personnel files following production in advance of mediation; confer with co-counsel re strategy considering same; conduct additional legal research following review of document production.
24.9	Analyze and review data/sampling provided by Defendant in advance of mediation; correspond with and discuss data with third-party consultant; strategize re best claims considering data analysis; analyze and review exposure model prepared by consultant; confer with co-counsel and consultant re same.
15.5	Confer with Plaintiff and interview putative class members regarding claims at issue in advance of mediation to prepare mediation brief and obtain additional information; confer with co-counsel re same.
10.7	Draft and revise Plaintiff's mediation statement; analyze and review Defendant's production to select appropriate exhibits in support of same; conduct legal research regarding claims and enforceability of arbitration agreement to draft mediation brief; confer with co-counsel re same.
12.4	Prepare for and attend mediation; confer with client re results and next steps; confer with co-counsel re same.
6.4	Draft and revise memorandum of understanding ("MOU"); analyze and review redlines of MOU and confer with co-counsel re Defendant's revisions to MOU; confer with client re MOU terms and next steps.
13.2	Draft and revise settlement agreement; continued meet and confer with defense counsel and co-counsel re revisions to settlement agreement; review and incorporate proposed revisions to settlement agreement.
.5	Confer with settlement administrators re bids for administering settlement.
9.1	Draft motion for preliminary approval and supporting declarations; confer with co-counsel re same; review and incorporate defense counsel's comments.
2.2	Review the Court's tentative concerning motion for preliminary approval; meet and confer with defense and co-counsel re same.
6.9	Prepare amended settlement agreement and supplemental declaration re same; confer with client, co-counsel, and defense counsel re same; prepare second supplemental declaration in support of motion for preliminary approval considering court's minute order.
7.8	Confer with settlement administrator regarding distribution of notice of class action settlement; confer with co-counsel re preliminary calculations; review and finalize notice; analyze and review reports from class administrator.

Hours	Description of Work
7.1	Draft and revise motion for final approval and supporting declarations; conduct legal research re same; confer with co-counsel and settlement administrator re same.
191.1	<u>TOTAL HOURS</u>

EXHIBIT B



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice # 10384
Invoice Date 03/02/2026
Terms Upon Receipt
Due Date 03/02/2026
PO #

Invoice Total: 9,710.76
Payment Applied: 0.00
Total Due: 9,710.76

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	0.00	0.00	0.00
Billed Time		0.00	0.00	0.00	0.00
Expenses		9,710.76	0.00	0.00	9,710.76
		\$9,710.76	\$0.00	\$0.00	\$9,710.76

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
Graham, Semaj v. 4283929						
Delaware LLC / West Coast Pet	0.00	0.00	9,710.76	0.00	0.00	9,710.76
Memorial Services						
	\$0.00	\$0.00	\$9,710.76	\$0.00	\$0.00	\$9,710.76

Subtotal: \$9,710.76
Discount: \$0.00
Subtotal after Discount:\$9,710.76
Taxable Subtotal: \$9,710.76
Tax: \$0.00
Total: \$9,710.76
Payment Applied: \$0.00
Total Due: \$9,710.76



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Notes

Terms & Conditions



Diversity Law Group

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lwlee@diversitylaw.com

Invoice # 10384
Invoice Date 03/02/2026
Terms Upon Receipt
Due Date 03/02/2026
PO #

Summary- Graham, Semaj v. 4283929 Delaware LLC / West Coast Pet Memorial Services (7099.001)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		9,710.76

Subtotal: \$9,710.76
Discount: \$0.00
Subtotal after Discount:\$9,710.76
Taxable Subtotal: \$9,710.76
Tax: \$0.00
Total: \$9,710.76

Details - Graham, Semaj v. 4283929 Delaware LLC / West Coast Pet Memorial Services (7099.001)

Expenses

Date	Category	Expense Code	Description	Amount (\$)
08/01/2024		Court fees	LWDALWDA	75.00
08/02/2024		Court fees	ACE EFiling - ComplaintACE EFiling - Complaint	1,493.07
08/16/2024		Attorney Service	Attorney Service - 170.6Attorney Service - 170.6	60.74
08/20/2024		Attorney Service	Attorney Service - Complaint Service	107.24
08/26/2024		Court fees	ACE E Filing - Notice of Minute Order	15.02
08/29/2024		Court fees	ACE E Filing - POS of Summons	15.02
08/31/2024		Photocopies	PhotocopiesPhotocopies	2.25
08/31/2024		Postage	PostagePostage	18.07
09/03/2024		Court fees	ACE E Filing - Notice of Minute Order	15.02
09/12/2024		Court fees	ACE E Filing - Notice of ISC Order	15.02
10/04/2024		Court fees	ACE E Filing - FACACE E Filing - FAC	15.02
11/01/2024		Court fees	ACE E Filing - CMSACE E Filing - CMS	16.57
11/01/2024		Court fees	ACE E Filing - Initial Status Conf Report	16.57
12/11/2024		Court fees	Case AnywhereCase Anywhere	125.07

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice #10384

Invoice Date03/02/2026

TermsUpon Receipt

Due Date03/02/2026

PO #

Date	Category	Expense Code	Description	Amount (\$)
12/27/2024		Arbitrators/mediators	DMC MediationDMC Mediation	3,000.00
12/31/2024	Postage and delivery		Postage	0.69
03/06/2025	Court Fees		Case Anywhere	147.00
04/14/2025	Court Fees		Case Anywhere	49.00
05/02/2025	Expert Fees		Berger Consulting Group, LLC	3,483.00
05/06/2025	Court Fees		Case Anywhere	49.00
05/13/2025	Court Fees		ACE EFiling - Joint Status Conference Report (Filing ID 12150035)	17.57
06/06/2025	Court Fees		Case Anywhere - Inv. No. 407148	55.00
07/03/2025	Court Fees		ACE EFiling - Stip to file SAC (Filing ID 12444565)	38.17
07/03/2025	Court Fees		Case Anywhere - Inv. No. 419419	49.00
07/10/2025	Court Fees		ACE EFiling - NOE & SAC (Filing ID 12480554)	17.57
07/16/2025	Court Fees		ACE EFiling - MPA (Filing ID 12520909)	79.37
08/07/2025	Court Fees		Case Anywhere - Inv. No. 431985	127.00
09/03/2025	Court Fees		Case Anywhere - Inv. No. 444443	49.00
10/03/2025	Court Fees		Case Anywhere - Inv. No. 457110	49.00
11/05/2025	Court Fees		Case Anywhere - Inv. No. 469987	49.00
11/10/2025	Court Fees		ACE EFiling - Supp Decl of MG iso MPA (Filing ID: 13242992 Envelope No: 25LA02190045)	17.57
11/12/2025	Court Fees		ACE EFiling - Decl of MG iso MPA (Filing ID: 13253716 Envelope No: 25LA02202493)	17.57
11/18/2025	Court Fees		ACE EFiling - 2nd Supp Decl of MG (Filing ID: 13293226 Envelope No: 25LA02245295)	17.57
12/02/2025	Court Fees		Case Anywhere - Inv. No. 482868	61.00
01/20/2026	Court Fees		Case Anywhere - Inv. No. 495831	49.00
02/04/2026	Court Fees		Case Anywhere - Inv. No. 509026	49.00
03/02/2026	Court Fees		WIP	250.00
Subtotal:				\$9,710.76
Total:				\$9,710.76

EXHIBIT C

Erika Mejia

From: no-reply@formassembly.com
Sent: Thursday, March 5, 2026 3:03 PM
To: Erika Mejia
Subject: Thank you for your Court Order or Judgment Submission

03/05/2026 03:02:56 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

On 03/05/2026 03:02:56 PM your Court Order or Judgment was successfully processed for case number LWDA-CM-1043069-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT D