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[Additional counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

Coordination Proceeding
Special Title (Rule 3.550)
Black & Decker Wage and Hour Cases
Included Actions:

Mancillas v. Stanley Black & Decker, Inc.

Cosico and Martell v. Stanley Black & Decker, Inc., et al.

Judicial Council Coordination Proceeding
Case No.: **JCCP 5218**

[Hon. David S. Cohn, Dept. S-26]

**DECLARATION OF JUSTIN F. MARQUEZ
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declarations of Kane Moon, Plaintiff Mancillas,
Plaintiff Martell, Plaintiff Cosico, and ILYM
Group in Support of Motion, and [Proposed]
Order and Judgment]*

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
NO. CIVSB2123358; SUPERIOR COURT OF
CALIFORNIA COUNTY OF ALAMEDA
NO. 21CV002218

FINAL APPROVAL HEARING

Date: July 12, 2023
Time: 10:00 a.m.
Dept.: S-26

Action Filed: August 30, 2021
Trial Date: Not set

ADDITIONAL COUNSEL

Justin F. Marquez (SBN 262417)
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Christina M. Le (SBN 237697)
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Zachary Greenberg (SBN 331501)
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Attorneys for Plaintiffs MATT MARTELL and EDWARD COSICO

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DECLARATION OF JUSTIN F. MARQUEZ

I, Justin F. Marquez, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiffs. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiffs' Motion for Final Approval of Class Action Settlement.

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

2. I have reviewed the declaration of Kane Moon and agree with his analysis of Defendant's potential liability. I also agree with Mr. Moon that the proposed settlement is fair and reasonable.

THE SERVICE PAYMENTS TO PLAINTIFFS ARE REASONABLE

3. I have reviewed the Declaration of Kane Moon and agree with his analysis that the service payments to Plaintiffs are reasonable.

4. With respect to Plaintiffs Matt Martell ("Plaintiff Martell") and Edward Cosico ("Plaintiff Cosico"), Class Counsel represents that these Plaintiffs, along with Plaintiff Paul Mancillas who is discussed in further detail in the Declaration of Kane Moon, devoted a great deal of time and work assisting counsel in the case, communicated with counsel very frequently for litigation and to prepare for mediation, and was frequently in contact with Class Counsel during the mediation. Plaintiffs' requested enhancement awards are reasonable, particularly in light of the substantial benefits Plaintiffs generated for all class members.

5. Throughout this litigation, Plaintiffs, who are former employees of Defendants, have cooperated immensely with my office and have taken many actions to protect the interests of the class. Plaintiffs provided valuable information regarding unpaid wages, overtime, meal period, and rest period claims, and overtime and sick pay not being paid at the appropriate rates of pay.

6. Plaintiffs also informed my office of developments and information relevant to this

1 action, participated in decisions concerning this action, made themselves available to answer
2 questions during the mediation, and provided my office with the names and contact information of
3 potential witnesses in this action. Before we filed this case, Plaintiffs provided my office with
4 several documents, including policy documents and communications from Defendants regarding
5 the claims alleged in this action. The information and documentation provided by Plaintiffs were
6 instrumental in establishing the wage and hour violations alleged in this action, and the recovery
7 provided for in the Settlement Agreement would have been impossible to obtain without Plaintiffs'
8 participation.

9 7. At the same time, Plaintiffs faced many risks in adding themselves as the class
10 representatives in this matter. Plaintiffs faced actual risks with their future employment, as putting
11 themselves on public record in an employment lawsuit could also very well affect their likelihood
12 for future employment. Furthermore, as part of this settlement, Plaintiffs are executing a general
13 release of all claims against Defendants.

14 8. In turn, class members will now have the opportunity to participate in a settlement,
15 reimbursing them for alleged wage violations they may have never known about on their own or
16 been willing to pursue on their own. If these class members would have each tried to pursue their
17 legal remedies on their own, that would have resulted in each having to expend a significant amount
18 of their own monetary resources and time, which were obviated by Plaintiffs putting themselves
19 on the line on behalf of these other class members.

20 9. In the final analysis, this class action would not have been possible without the aid
21 of Plaintiffs, who put their own time and effort into this litigation, sacrificed the value of their own
22 individual claims, and placed themselves at risk for the sake of the class members. The requested
23 enhancement award for Plaintiffs for their service as the class representative and for their general
24 release of all individual claims is a relatively small amount of money when the time and effort put
25 into the litigation are considered and in comparison to enhancements granted in other class actions.
26 The requested incentive award is therefore reasonable to compensate Plaintiff for his active
27 participation in this lawsuit. Indeed, in *Karl Adams, III, et al. v. MarketStar Corporation, et al.*,
28 No. 2:14-cv-02509-TLN-DB, a wage and hour class action alleging that class members were

misclassified as exempt outside salespersons, I was co-lead Class Counsel and helped negotiate a \$2.5 million class action settlement for 339 class members, and the court approved a \$25,000.00 class representative incentive award for each named plaintiff.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

10. The Settlement Agreement provides for attorneys' fees payable to Class Counsel in an amount up to one-third of the Gross Settlement Amount or \$1,166,667.00, plus reimbursement for actual costs and expenses not to exceed \$25,000.00. (Settlement Agreement, ¶¶ 38(f), 38(l), 43.) Pursuant to a joint prosecution and fee-sharing agreement between the two Class Counsel law firms and consented to in a signed writing by Plaintiffs (the "JPA"), the firms will split the award for attorneys' fees, with 25% going to my office and 75% going to the Moon & Yang ("M&Y"), regardless of the amount awarded or whether the award is based on a common fund or lodestar analysis. As to costs, the JPA states that Class Counsel firms will be reimbursed in full to the extent possible for their respective costs actually incurred; however, should the amount awarded for costs not be sufficient to fully reimburse either law firm, the award shall be distributed among the firms, with 25% going to my office and 75% to the M&Y.

11. Class Counsel seeks an award of \$1,166,667.00 for reasonable attorneys' fees. The proposed award of attorneys' fees to Class Counsel can be justified under either the lodestar method or percentage recovery method. Class Counsel, however, based the requested award of fees on the percentage method.

12. The total current lodestar for Wilshire Law Firm, PLC is not less than the following:

Person	Role	CA Bar Year	Hours	Rate	Lodestar
Justin F. Marquez	Senior Partner	2009	44.3	\$850	\$37,655.00
Christina M. Le	Senior Attorney	2005	76.5	\$750	\$57,375.00
Zachary D. Greenberg	Associate Attorney	2015	24.3	\$450	\$10,935.00

Min Jee	Paralegal		24.8	\$150	\$3,720.00
Sandy Sespene	Paralegal		4.9	\$150	\$735.00
	Total:		174.8		\$110,420.00

13. Class Counsel has incurred so many hours of work in connection with prosecuting this case that the attorneys' fees request is justified under a lodestar analysis. My office is willing to provide copies of our timesheets upon request.

14. There are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Class Counsel's request for attorney's fees.

15. Additional time will be required by Class Counsel to obtain final approval of the settlement and requested awards, monitor the settlement and respond to class member inquiries, and oversee the administration of the settlement and distribution of the fund. I estimate that my office will commit no less than 10 hours to those tasks and have included those hours above. Given my firm's time spent on this case and the positive reaction by the class, the requested fee award is reasonable and fair.

16. I am informed and believe that the fee and costs provision is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

17. It is further estimated that my office will need to expend at least another 10 to 20 hours to monitor the process leading up to payments made to the class. My office also bears the risk of taking whatever actions are necessary if Defendants fail to pay.

18. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken in litigating this case. Indeed, I have taken on a number of class action cases that have resulted in thousands of attorney hours being expended and ultimately having certification denied or the defendant company going bankrupt. The contingent risk in these types of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing

on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

19. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in civil rights employment disputes.

20. As of the drafting of this motion, my office has incurred approximately \$3,322.18 in expenses litigating this action. These expenses were reasonably necessary to the litigation and were actually incurred by my office. They should be reimbursed in full, up to the maximum amount allowed in the Settlement Agreement. Attached as Exhibit A is a list of the costs and the categories of costs for the costs incurred in this case to date.

MY EXPERIENCE AND QUALIFICATIONS

21. Wilshire Law Firm was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms since 2020 and is comprised of over 55 attorneys and over 400 employees. Wilshire Law Firm is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

22. Wilshire Law Firm is qualified to handle this litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. Wilshire Law Firm has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

23. I graduated from the University of California, Los Angeles's College Honors Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. As an undergraduate, I also received a scholarship to study abroad for one year at

1 Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in
2 2008.

3 24. My practice is focused on advocating for the rights of consumers and employees in
4 class action litigation and appellate litigation. I am currently the primary attorney in charge of
5 litigating several class action cases in state and federal courts across the United States.

6 25. I have received numerous awards for my legal work. From 2017 to 2020, Super
7 Lawyers selected me as a “Southern California Rising Star,” and in 2022 and 2023 I was selected
8 as a “Southern California Super Lawyer.” I was selected as one of the “Best Lawyers in America”
9 in 2023. In 2016 and 2017, the National Trial Lawyers selected me as a “Top 40 Under 40”
10 attorney. I am also rated 10.0 (“Superb”) by Avvo.com.

11 26. I am on the California Employment Lawyers Association (CELA)’s Wage and Hour
12 Committee and Mentor Committee, and I was selected to speak at CELA’s 2019 Advanced Wage
13 & Hour Seminar on the topic of manageability of class actions. Since 2013, I have actively
14 mentored young attorneys through CELA’s mentorship program.

15 27. I am also a previous member of the Consumer Attorneys of California (CAOC). In
16 2020, I was selected for a position on CAOC’s Board of Directors. I am also a past member of
17 CAOC’s Diversity Committee, and I helped assist the CAOC in defeating bills that harm
18 employees. Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for CAOC,
19 in defeating AB 443, which proposed legislation that sought to limit the enforceability of California
20 Labor Code § 226.

21 28. As the attorney responsible for day-to-day management of this matter at the
22 Wilshire Law Firm, I have over thirteen years of experience with litigating wage and hour class
23 actions. Over the last thirteen years, I have managed and assisted with the litigation and settlement
24 of several wage and hour class actions. In those class actions, I performed similar tasks as those
25 performed in the course of prosecuting this action. My litigation experience includes:

- 26 a. I served as lead or co-lead in negotiating class action settlements worth over \$10
27 million in gross recovery to class members for each year since 2020, including over
28 \$37.5 million in 2022 and over \$50 million in 2023.

- b. I was part of the team of attorneys that prevailed in *Moore v. Centrelake Medical Group, Inc.* (2022) 83 Cal.App.5th 515, the first California appellate decision in a data breach class action holding that consumer plaintiffs adequately alleged injury in fact under the benefit of the bargain theory and monitoring-costs theory.
- c. In 2022, *Top Verdict* recognized Wilshire Law Firm and myself for having one case in the Top 20 Labor & Employment Settlements (including number 19 for the \$1.6 million settlement in *Moreno v. Pretium Packaging, L.L.C*) and four additional cases in the Top 50 Labor & Employment Settlements (numbers 27, 30, 33, and 37).
- d. To my knowledge, I am the only attorney to appear on each of the following *Top Verdict* lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20 Labor & Employment Settlements, and Top 50 Class Action Settlements.
- e. As lead counsel, on April 29, 2021, I prevailed against CVS Pharmacy, Inc. by winning class certification on behalf of hundreds of thousands of consumers for misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct. C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).
- f. As lead counsel, I prevailed against Bank of America by: winning class certification on behalf of thousands of employees for California Labor Code violations; defeating appellate review of the court's order certifying the class; defeating summary judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.* (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2, 2018).). The decision certifying the class in *Frausto* is also discussed in *Class Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call Center Employees for Violation of State Law Wage and Hour Rules*, 35 A.L.R. Fed. 3d Art. 8.
- g. I was the primary author of the class certification and expert briefs in *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class action for over 40,000 class members for off-the-clock, meal period, split shift, and

1 reimbursement claims. *ABM Industries Overtime Cases* is the first published
2 California appellate authority to hold that an employer’s “auto-deduct policy for
3 meal breaks in light of the recordkeeping requirements for California employers is
4 also an issue amenable to classwide resolution.” (*Id.* at p. 310.)¹ Notably, the Court
5 of Appeal also held that expert analysis of timekeeping records can also support the
6 predominance requirement for class certification. (*Id.* at p. 310-311.) In 2021, the
7 case settled for \$140 million, making it one of the largest ever wage and hour class
8 action settlements for hourly-paid employees in California.

9 h. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d
10 1057. The Ninth Circuit ruled in my client’s favor and held that non-class claims
11 under California’s Private Attorney Generals Act (“PAGA”) cannot be used to
12 calculate the amount in controversy under the Class Action Fairness Act (“CAFA”).
13 This case is cited in several leading treatises such as *Wright & Miller’s Federal*
14 *Practice & Procedure*, and *Newberg on Class Actions*. In October 2016, the U.S.
15 Supreme Court denied review of a case that primarily concerned *Yocupicio*. That
16 effort was led by Theodore J. Boutrous, who brought the cert petition, with amicus
17 support from a brief authored by Andrew J. Pincus.² Considering that leading
18 Supreme Court practitioners from the class action defense bar were very motivated
19 in undermining *Yocupicio* case, but failed, this demonstrates the national importance
20 of the *Yocupicio* decision.

21 i. On December 13, 2018, the United States District Court granted final approval of
22 the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services,*
23 *LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in
24 which I served as lead counsel. In doing so, the Court found: “Class Counsel’s
25

26 ¹ As a California district court observed before the *ABM Industries Overtime* decision, “[t]he case
27 law regarding certification of auto-deduct classes is mixed.” (*Wilson v. TE Connectivity Networks, Inc.*
28 (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL 1758048, *7.)

² <http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro>

1 declarations show that the attorneys are experienced and successful litigators.” (*Id.*
2 at p. *10.)

3 j. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a
4 reported decision permitting class-wide discovery even though the employer has a
5 lawful policy because “[t]he fact that a company has a policy of not violating the
6 law does not mean that the employees follow it, which is the issue here.” The court
7 also ordered defendant to pay for the cost of *Belaire-West* notice.

8 k. In 2013, I represented a whistleblower that reported that his former employer was
9 defrauding the State of California with the help of bribes to public employees. The
10 case, a false claims (*qui tam*) action, resulted in the arrest and criminal prosecution
11 of State of California employees by the California Attorney General’s Office.

12 l. In 2013, I was part of a team of attorneys that obtained conditional certification for
13 over 2,000,000 class members in a federal labor law case for misclassification of
14 independent contractors that did crowdsourced work on the Internet, *Otey v.*
15 *CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the
16 following pro-plaintiff reported decisions:

17 1) 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding
18 that an unaccepted Rule 68 offer doesn’t moot plaintiff’s claims, and
19 granting plaintiff’s motion to strike defendant’s affirmative defenses
20 based on *Twombly/Iqbal*).

21 2) 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order
22 granting conditional collective certification).

23 3) 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the
24 magistrate judge’s discovery ruling which held that “evidence of
25 other sources of income is irrelevant to the question of whether a
26 plaintiff is an employee within the meaning of the FLSA”).

27 4) 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting
28 broad discovery because “an FLSA plaintiff is entitled to discovery

from locations where he never worked if he can provide some evidence to indicate company-wide violations”).

k. From 2012 to 2013, I was part of a team of attorneys that obtained class certification for over 60,000 class members for off-the-clock claims, *Linares v. Securitas Security Services USA, Inc.*, Los Angeles Superior Court No. BC416555. We also successfully opposed subsequent appeals to the California Court of Appeal and California Supreme Court.

29. My current contingent billing rate of \$850.00 per hour is consistent with my practice area, lead appellate experience in the Ninth Circuit Court of Appeals, numerous awards received, legal market and accepted hourly rates:

a. In the December 8, 2008 article “Billable Hours Aren’t the Only Game in Town Anymore,” NATIONAL LAW JOURNAL, the following hourly billing rates were reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of wage-and-hour class actions that I opposed when litigating wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455. I am a 14th year attorney and Senior Partner, with most of my experience in class action litigation as a primary practice area. Having successfully briefed and argued a published appeal in the Ninth Circuit Court of Appeals involving CAFA and PAGA, having experience certifying large class actions (including *ABM Industries Overtime Cases*, which was decided on appeal), and having received numerous awards for my legal work, my hourly rate should be adjusted upward.

b. On May 6, 2022, the Hon. Jay A. Garcia-Gregory of the United States District Court in Puerto Rico approved my \$850 hourly rate when he granted final approval of the class action settlement in *Serrano v. Inmediata Corp.*, No. 3:19-cv-01811-JAG, Dkt. 57 (U.S. Dist. Ct. P.R. May 6, 2022).

c. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court

1 approved my \$800 hourly rate when he granted final approval of the class action
2 settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-
3 01066522-CU-OE-CXC.

4 d. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District
5 Court granted final approval of the \$1,600,000 class action settlement in *Carlos*
6 *Moreno v. Pretium Packaging, Inc.*, No. 8:19-cv-02500-SB-DFM, 2021 WL
7 3673845 (C.D. Cal. Aug. 6, 2021) in which I served as lead counsel. In doing so,
8 the Court approved my then \$750 hourly rate after finding it was “reasonable, given
9 the qualifications of the attorneys who worked on this matter.” *Id.* at *3.

10 e. On January 19, 2021, the Hon. Elihu M. Berle of the Los Angeles County Superior
11 Court approved my \$750 hourly rate when he granted final approval of the class
12 action settlement in *Faye Zhang v. Richemont North America, Inc.*, Case No.
13 19STCV32396.

14 30. Christina M. Le is a Senior Attorney at Wilshire Law Firm. She is admitted to
15 practice in the State of California, the Ninth Circuit Court of Appeals, and the United States District
16 Courts for the Central, Southern, Eastern, and Northern Districts of California. She graduated from
17 Loyola Law School, Los Angeles, and attended the University of California, Berkeley for her
18 undergraduate studies, where she obtained a Bachelor of Arts in History. She has over 15 years of
19 litigation experience, which includes the successful handling of numerous employment, wage and
20 hour, and class and representative action matters during the latter half of her career in state and
21 federal court through inception through case resolution. Prior to joining Wilshire Law Firm in
22 November 2021, Ms. Le gained invaluable litigation experience working at various plaintiff and
23 defense firms, including Kristensen Weisberg PLC, Jones Bell LLP, Archer Norris PLC, and Lewis
24 Brisbois Bisgaard & Smith LLP. Ms. Le is an active member of NELA, CELA, CAALA, LACBA,
25 the CELA Wage and Hour Committee, and the Vietnamese Bar Association of Southern California.
26 Her current contingent billing rate for this case is \$750.00 per hour, as most recently approved in
27 both state and Federal Court in comparable wage and hour matters and consistent with her level of
28 experience.

31. Zachary D. Greenberg is a Fourth-year associate at Wilshire Law Firm, PLC. Zachary was admitted to the State Bar of California in 2020 and has since been admitted to the United States District Court for the Central, Eastern, and Southern Districts of California and the United States Court of Appeals for the Ninth Circuit. Zachary received a Bachelor of Arts in International Business and a Minor in Economics from Western Washington University. He received his Juris Doctor from Loyola Law School. Zachary's practice has been primarily focused on complex class and representative action litigation. His current contingent billing rate for this case is \$450 per hour.

32. I do not believe that I have any conflicts of interest with the Class or with the Class Representatives. I am not related to the Class Representatives. I respectfully submit that I and Wilshire Law Firm are well suited to act as Class Counsel in this action, and we have and will continue to vigorously represent the interests of the Class.

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

Executed on June 16, 2023 at Los Angeles, California.


Justin F. Marquez

Exhibit A

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

6/12/2023
Accrual Basis

Type	Date	Num	Memo	Amount	Balance
COS					
Legal Expenses					
	10/31/2021		PAGA Fee	75.00	75.00
	11/4/2021	845290822	Legal Research	35.28	35.28
	12/14/2021		Doc Retrieval	2.00	2.00
	3/10/2022		Court Call	94.00	94.00
	10/4/2022	847129568	Legal Research	10.63	10.63
	11/9/2022		Court Call	94.00	94.00
Total Legal Expenses				310.91	310.91
Process Service Fees					
	11/9/2021	41595	Attorney Services	1,663.50	1,663.50
	11/11/2021	42056	Attorney Services	131.00	131.00
	11/12/2021	42057	Attorney Services	131.00	131.00
	11/15/2021	42129	Attorney Services	45.00	45.00
	2/23/2022		Attorney Services	174.96	174.96
	3/2/2022		Attorney Services	20.54	20.54
	4/21/2022	46043	Attorney Services	135.00	135.00
	6/7/2022		Attorney Services	21.05	21.05
	2/23/2023		Attorney Services	72.00	72.00
	4/9/2023		Attorney Services	5.97	5.97
	4/16/2023		Attorney Services	5.97	5.97
	4/16/2023		Attorney Services	5.97	5.97
Total Process Service Fees				2,411.96	2,411.96
Other Costs					
	9/2/2021		Case Administration Fee for In-House Services	500.00	500.00
	9/14/2021	E-579465	Printing Cost	6.13	6.13
	9/14/2021	E-579466	Printing Cost	6.13	6.13
	9/14/2021	E-579467	Printing Cost	6.13	6.13
	9/14/2021	E-579468	Printing Cost	6.13	6.13
	9/14/2021	E-750332	Printing Cost	11.00	11.00
	9/16/2021	E-581932	Printing Cost	9.00	9.00
	9/16/2021	E-581879	Printing Cost	6.13	6.13
	9/16/2021	E-581880	Printing Cost	6.13	6.13
	9/16/2021	E-581881	Printing Cost	6.13	6.13
	9/16/2021	E-581882	Printing Cost	6.13	6.13
	10/29/2021	E-647962	Printing Cost	6.33	6.33
	10/29/2021	E-647967	Printing Cost	6.33	6.33
	10/29/2021	E-647961	Printing Cost	6.33	6.33
	10/29/2021	E-648049	Printing Cost	6.00	6.00
	9/20/2022	E-2984115	Printing Cost	1.50	1.50
	1/4/2023	E-3116613	Printing Cost	1.89	1.89
	1/4/2023	E-3116614	Printing Cost	1.89	1.89
Total Other Costs				599.31	599.31
TOTAL				3,322.18	3,322.18

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
7 1880, Los Angeles, California 90017. On June 16, 2023, I served the foregoing document
8 described as:

9 **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFFS' MOTION**
10 **FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

11 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
12 addressed as follows:

13 Amanda C. Sommerfeld
14 asommerfeld@jonesday.com
15 Jennifer A. Wilson
16 jawilson@jonesday.com
17 **JONES DAY**
18 555 South Flower Street, Fiftieth Floor
19 Los Angeles, CA 90071.2452

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26 *CONVERGENT SECURITY SOLUTIONS, INC.*

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1 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
2 envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the
3 firm’s practice of collection and processing correspondence for mailing. Under that
4 practice it would be deposited with U.S. postal service on that same day with postage
5 thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am
aware that on motion of the party served, service is presumed invalid if postal
cancellation date or postage meter date is more than one day after date of deposit for
mailing in affidavit.

6 X (State) I declare under penalty of perjury under the laws of the State of California
7 that the above is true and correct.

8 Executed on June 16, 2023, at Los Angeles, California.

9 Ximena Reyes

Name

/S/ Ximena Reyes

Signature