

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**MATERN LAW GROUP, PC**  
Matthew J. Matern (SBN 159798)  
Mikael H. Stahle (SBN 182599)  
1230 Rosecrans Avenue, Suite 200  
Manhattan Beach, CA 90266  
Telephone: (310) 531-1900  
Facsimile: (310) 531-1901  
mmatern@maternlawgroup.com  
mstahle@maternlawgroup.com

Attorneys for Plaintiff MAYA PITARRO  
and the Settlement Class

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

MAYA PITARRO, individually and  
on behalf of others similarly situated,

Plaintiff,

vs.

DSV AIR & SEA, INC., a Delaware  
corporation; UTI UNITED STATES,  
INC., a New York corporation; and  
DOES 1 through 50, inclusive,

Defendants.

Case No. 3:19-cv-00849-SK

Hon. Sallie Kim

**CLASS ACTION**

**DECLARATION OF MATTHEW J.  
MATERN IN SUPPORT OF MOTION  
FOR ATTORNEY'S FEES, COSTS  
AND INCENTIVE AWARD**

Date: December 7, 2020  
Time: 9:30 a.m.  
Courtroom: C



1 defenses. Plaintiff furnished relevant information and documents to MLG which  
2 MLG reviewed and analyzed.

3 6. Defendant produced a large volume of documents to Plaintiff,  
4 including wage and hour policies, meal period and rest break policies, payroll  
5 information and wage statements for the Class Members, and other documents  
6 related to the Class Members' employment with Defendant.

7 7. Plaintiff propounded written discovery (27 special interrogatories and  
8 23 categories of documents) on both Defendants. Defendants responded to the  
9 discovery which Plaintiff reviewed and analyzed.

10 **Settlement Negotiations and Preliminary Approval**

11 8. Prior to the mediation, Plaintiff retained an expert statistician who  
12 reviewed and analyzed Defendant's time and payroll records and prepared an  
13 analysis of this information, which was instrumental in creating a damages model  
14 for the mediation.

15 9. On December 2, 2019, the Parties held an all-day mediation with  
16 mediator Marc Feder which extended late into the evening, well after business  
17 hours, at the conclusion of which the Parties agreed to resolve the matter. The basic  
18 terms of the Parties' agreement were outlined in a Memorandum of Understanding  
19 ("MOU") subject to a full-form agreement. The MOU was fully executed as of on  
20 December 4, 2019. A true and correct copy of the Joint Stipulation for Class Action  
21 Settlement ("Stipulation") and a proposed Notice of Class Action Settlement  
22 ("Class Notice") were submitted with the Motion for Preliminary Approval, filed  
23 on May 18, 2020. (Dkt. 29.)

24 10. The mediation was conducted at arm's length, and although the  
25 negotiations were conducted in a professional manner, they were adversarial. The  
26 Parties went into mediation willing to explore the potential for a settlement of the  
27 dispute, but each side was also prepared to litigate its position through trial and  
28 appeal if a settlement had not been reached. The Settlement is the result of an

1 informed and detailed analysis of Defendant’s potential liability of total exposure in  
2 relation to the costs and risks associated with continued litigation. Based on MLG’s  
3 pre-litigation investigation, discovery, and expert analysis, MLG was able to act  
4 intelligently and effectively in negotiating the proposed Settlement.

5 11. On June 22, 2020, this Court granted preliminary approval of the  
6 Settlement. (Dkt. 34.)

7 **Adequacy of Representation and Qualifications of Class Counsel**

8 12. MLG is a 23-attorney law firm that concentrates its practice on  
9 employment litigation, almost exclusively representing employees in both  
10 individual and class actions in both state and federal courts throughout California.

11 13. MLG is qualified to handle this litigation because the firm is  
12 experienced in litigating Labor Code violations in both individual, representative  
13 and class action cases. MLG has handled, and is currently handling, numerous  
14 wage and hour class action lawsuits.

15 14. I received a B.A. with honors in 1986 from Tulane University. I  
16 received my J.D. from Southwestern University School of Law in 1991. I became  
17 an active member of the State Bar of California in September 1992, and have been  
18 an active member in good standing continuously since then. I have been practicing  
19 as a litigation attorney in Los Angeles since 1992, and have been concentrating on  
20 employment litigation since approximately 1997. Among other professional  
21 affiliations, I am a lifetime member of the Consumer Attorneys Association of Los  
22 Angeles and an active member of the California Employment Lawyers Association.

23 15. In 1992, I founded the general partnership which later became knowns  
24 as Rastegar & Matern, Attorneys at Law, A Professional Corporation. In 2012, I  
25 founded the Law Offices of Matthew J. Matern, which changed its name to Matern  
26 Law Group in January 2014, and then to Matern Law Group, PC in May 2016.  
27 Since 1992, I have been heavily, successfully, and continuously involved in active  
28

1 litigation and trial work, including extensive work in employment litigation and  
2 wage and hour class actions.

3 16. Over the course of my career, I have been involved in over 100 class  
4 action settlements, with many of them settling in the seven figure range, including  
5 settlements in the amount of \$26.0 million, \$8.5 million, \$7.0 million, \$6.0 million,  
6 \$6.0 million, and \$5.0 million. I have represented clients in numerous wage and  
7 hour class action lawsuits that settled with per-class-member recoveries in a range  
8 similar to the anticipated per-class-member recovery in the instant case. I have been  
9 appointed class counsel in over twenty certified wage and hour class action cases  
10 which involved contested certification proceedings.

11 17. MLG has a strong record of vigorous and effective advocacy for its  
12 clients and has extensive experience in handling complex wage and hour class  
13 action litigation. Although MLG was prepared to litigate this case through trial and  
14 appeal, if necessary, the firm supports the Settlement as being in the best interests  
15 of the Class.

16 18. I have been counsel in a number of cases which resulted in published  
17 appellate victories including two of the leading “me-too” witness cases in  
18 California, *Pantoja v. Anton*, 198 Cal.App.4th 87 (2011) and *Meeks v. Autozone,*  
19 *Inc.*, 24 Cal.App.5th 855 (2018); *ABM Industries Overtime Cases*, 19 Cal.App.5th  
20 277 (2017), as modified (Jan. 10, 2018); *Julian v. Glenair*, 17 Cal.App.5th 853  
21 (2017); *Ventura v. ABM Industries, Inc.*, 212 Cal.App.4th 258 (2012); *Franco v.*  
22 *Arakelian Enterprises, Inc.*, 211 Cal.App.4th 314 (2012); *Fuentes v. AutoZone,*  
23 *Inc.*, 200 Cal.App.4th 1221 (2011); *Gutierrez v. California Commerce Club*, 187  
24 Cal.App.4th 969 (2010); *Franco v. Athens Disposal Company, Inc.*, 171  
25 Cal.App.4th 1277 (2009); and other non-published appellate victories, including  
26 *Christman v. Apple Am. Grp. II, LLC*, No. B271937, 2017 WL 4402124 (Cal. Ct.  
27 App. Oct. 4, 2017); *Pauley v. CF Entm’t*, No. 14-55131, 2016 WL 1169425 (9th  
28 Cir. Mar. 25, 2016) (two related appeals), *Pauley v. CF Entm’t*, No. 17-56057,

1 2019 WL 2089930 (9th Cir. May 13, 2019) (three related appeals), *Navarro v. 4*  
 2 *Earth Farms, Inc.* No. B284853, 2019 WL 493781 (Cal. Ct. App. Feb. 8, 2019) and  
 3 *Soto v. Superior Court of San Bernardino Cty.*, No. E071920, 2019 WL 4254631  
 4 (Cal. Ct. App. Sept. 9, 2019) (writ issued). My work has led me to be recognized as  
 5 a Southern California Super Lawyer every year since 2009.

6 19. Of the twenty-three attorneys at my firm, I am the attorney with the  
 7 most active trial and pretrial calendar. I have personally tried approximately  
 8 twenty-five cases, including approximately twenty jury trials. I have represented  
 9 clients in numerous wage and hour class action lawsuits that settled with per-Class-  
 10 Member recoveries in a range similar to the anticipated per-Class-Member recovery  
 11 in this case. My work has led me to be recognized as a Southern California Super  
 12 Lawyer every year since 2009.

13 20. Highly effective and well-reputed MLG attorneys actively participated  
 14 in this litigation. Those attorneys include, but are not limited to, the following:

15 a. Mikael H. Stahle is a senior associate at MLG. He graduated  
 16 from the University of California, Santa Barbara in 1992 and received his J.D. from  
 17 Loyola Law School in 1995, where he was a member of the Loyola of Los Angeles  
 18 Law Review. He has been an active member of the California State Bar in good  
 19 standing since 1996. Mr. Stahle has been practicing civil litigation in both state and  
 20 federal court for over 20 years, with the past 16 years primarily devoted to class  
 21 action litigation, and has been the attorney with primary responsibility for the day-  
 22 to-day litigation and prosecution on behalf of the plaintiffs in 50+ class actions. He  
 23 has prosecuted numerous appeals, including appellate victories leading to published  
 24 opinions in *Olvera v. El Pollo Loco, Inc.* (2009) 173 Cal.App.4th 447 (successful  
 25 defense against appeal of denial of motion to compel arbitration in wage and hour  
 26 class action) and *Safeway v. Superior Court (Esparza)* (2015) 238 Cal.App.4th  
 27 1138 (successful defense against writ petition following certification of class of  
 28 220,000 retail workers). Mr. Stahle is recognized as a Southern California Super

1 Lawyer in the area of Class Action & Mass Torts.

2 b. Debra J. Tauger is a senior associate at MLG, where she heads  
3 the firm's law and motion department. Ms. Tauger graduated from the University  
4 of California, Los Angeles in 1981 and received her J.D. from Suffolk University  
5 Law School in 1987 where she received the American Jurisprudence Award in her  
6 Employment Law class and was on the Dean's List. She has been an active  
7 member of the California State Bar in good standing since December 1989. She is  
8 also admitted to the Massachusetts Bar. Ms. Tauger works on both individual  
9 litigation and wage and hour class actions.

10 c. Launa Adolph is a senior associate at MLG. Ms. Adolph  
11 graduated from the University of California, Los Angeles in 2000 and received her  
12 J.D. from Loyola Law School in 2003. She has been an active member of the  
13 California State Bar in good standing since December 2003. She is also admitted to  
14 practice in Illinois. Ms. Adolph has over 16 years of experience handling wage-  
15 and-hour and consumer class actions and has been appointed class counsel in scores  
16 of cases in state and federal courts in both California and New York. Recently, she  
17 has was part of the trial team in a certified wage and hour class action trial alleging  
18 claims for failure to pay overtime wages. Ms. Adolph's work has led her to be  
19 recognized as a Southern California Super Lawyer in 2014, 2015, 2016, 2017, and  
20 2018 and as a Southern California Rising Star in 2013.

21 **Attorney's Fees and Costs**

22 21. The Settlement provides for attorney's fees to Class Counsel in an  
23 amount up to one-third of the Settlement Amount, i.e., \$366,666.67.

24 22. Based on my experience, I believe this fee provision is reasonable. It is  
25 equivalent to MLG's current lodestar of \$208,170, times a 1.76 multiplier. MLG's  
26 current lodestar is based on 236.5 hours of attorney work incurred to date.

27 23. The fee percentage requested is less than that charged by MLG for  
28 other employment cases. Over the nearly two years that MLG has been representing



1 Plaintiff, MLG has invested significant time and effort into the Action with payment  
2 deferred to the end of the case, and then, of course, contingent on the outcome.  
3 MLG’s efforts have resulted in substantial benefits to Class Members in the form of  
4 a significant settlement fund established to compensate Class Members for  
5 Defendant’s alleged unlawful wage and hour practices. Given the amount of  
6 recovery for individual Class Members, it would not be economically feasible for  
7 most Class Members to litigate their claims separately. Without MLG’s efforts, the  
8 claims as alleged in the First Amended Complaint (“FAC”) would almost certainly  
9 have gone without remedy.

10 24. The efforts expended by MLG thus far include, but are not limited to,  
11 investigating and researching Plaintiff’s claims and Defendant’s anticipated  
12 defenses; reviewing documents provided by Plaintiff; preparing the complaints;  
13 reviewing thousands of pages of time and payroll records, policy documents and  
14 other employment records produced by Defendant; retaining an expert consultant to  
15 analyze time and payroll data and prepare a damages analysis for the mediation;  
16 preparing written discovery on both Defendants; reviewing and analyzing  
17 Defendant’s discovery responses; drafting the mediation brief; preparing for and  
18 attending the mediation; meeting and conferring numerous times with Defendant’s  
19 counsel regarding, discovery, settlement, the Settlement documents; attending court  
20 hearings; negotiating, drafting and revising the MOU, the Stipulation, Class Notice,  
21 Information Sheet and the Proposed Order, and drafting the Motion for Preliminary  
22 Approval and the instant Motion for Attorney’s Fees, Costs, and Incentive Award.

23 25. My firm has to date spent at least 236.5 hours litigating this case. The  
24 following table summarizes our time:

25 ///

26 ///

27 ///

28



**Attorney: Matthew J. Matern**

ACTIVITY DESCRIPTION	HOURS
Attorney-Client Communications / Research / Document Review / Correspondence / Meet and Confer / Internal Communications / Investigation	4.30
Mediation / Settlement Negotiations and Drafting of Settlement Documents / Communications with Claims Administrator and Class Members / Drafting Declarations	19.20
Total Number of Hours	<b>23.50</b>
<b>Total Billable Hours at \$950/hour</b>	<b>\$22,325.00</b>

**Attorney: Mikael H. Stahle**

ACTIVITY DESCRIPTION	HOURS
Law & Motion / Pleadings	22.70
Written Discovery / Preparation for Depositions / Depositions	3.00
Attorney-Client Communications / Research / Document Review / Correspondence / Meet and Confer / Internal Communications / Investigation	14.30
Court Appearances / Preparation for Court Appearances / Transportation	16.90
Mediation / Settlement Negotiations and Drafting of Settlement Documents / Communications with Claims Administrator and Class Members / Drafting Declarations	81.20
Total Number of Hours	<b>138.10</b>
<b>Total Billable Hours at \$875/hour</b>	<b>\$120,837.50</b>

**Attorney: Debra J. Tauger**

ACTIVITY DESCRIPTION	HOURS
Law & Motion / Pleadings	53.70
Total Number of Hours	<b>53.70</b>
<b>Total Billable Hours at \$875/hour</b>	<b>\$46,987.50</b>

///

///

1 **Attorney: *Launa Adolph***

ACTIVITY DESCRIPTION	HOURS
Law & Motion / Pleadings	1.60
Mediation / Settlement Negotiations and Drafting of Settlement Documents / Communications with Claims Administrator and Class Members / Drafting Declarations	19.60
Total Number of Hours	<b>21.20</b>
<b>Total Billable Hours at \$850/hour</b>	<b>\$18,020.00</b>

2  
3  
4  
5  
6  
7  
8 **Total Number of Hours: 236.50**

9 **Total Lodestar: \$208,170.00**

10 26. The Lodestar does not include time spent by MLG's staff or any  
11 estimate of the time MLG will invest to complete this case following approval.  
12 Based on my experience in the settlement administration process, I estimate that  
13 MLG will spend another 10 hours on this case, including preparing for and attending  
14 the Final Approval Hearing. Based on my experience, we will have Class Members  
15 calling our office to inquire about the status of the case and to ask for further  
16 information on a nearly daily basis.

17 **MLG's Hourly Rates Are Reasonable**

18 27. MLG requests the foregoing billable rates be applied in this case, as  
19 the rates are commensurate with MLG's experience in litigating complex class  
20 action cases. Indeed, MLG's rates have been approved by various courts, including  
21 the following, based on my and my associates' 2019 hourly rates:

22 a. In *Ramos-Rios v. Encore Hospitality Services, LLC*, LASC Case  
23 No. BC685624, this Court awarded MLG attorneys' fees based on its lodestar,  
24 which was based on the following MLG attorneys' 2019 hourly rates: Matthew J.  
25 Matern: \$925; Matthew W. Gordon: \$675; Vanessa M. Rodriguez: \$475; Braunson  
26 C. Virjee: \$525; Karen Wallace: \$650; and Mikael H. Stahle: \$825.

27 b. In *Garcia v. Clougherty Packing, LLC*, LASC Case No.  
28 BC620644, the Honorable Elihu M. Berle awarded MLG attorneys' fees based on

1 MLG’S lodestar which was based on the following 2019 hourly rates: Matthew J.  
2 Matern: \$925; Matthew W. Gordon: \$675; Vanessa M. Rodriguez: \$475; Braunson  
3 C. Virjee: \$525; Karen Wallace: \$650; and Debra J. Tauger: \$825.

4 c. In *Espinoza v. Team Blaze*, LASC Case No. BC664645, the  
5 Honorable Carolyn B. Kuhl awarded MLG attorneys’ fees based on MLG’S  
6 lodestar which was based on the following 2019 hourly rates: Matthew J. Matern:  
7 \$925; Matthew W. Gordon: \$675; Vanessa M. Rodriguez: \$475; Braunson C  
8 .Virjee: \$525; and Karen Wallace: \$650.

9 d. In *Cervantes v. IHG Management (Maryland) LLC*, USDC,  
10 Central District of California, Case No. 2:18-cv-10005-RGK-MAA, the Honorable  
11 R. Gary Klausner approved Plaintiff’s requested attorneys’ fees based on MLG’s  
12 lodestar which was based on the following 2019 hourly rates: Matthew J. Matern:  
13 \$925; Launa Adolph: \$800, and Kayvon Sabourian: \$650.

14 e. In *Contreras v. Interstate Hotels & Resorts, Inc.*, LASC Case  
15 No. BC644458, the Honorable Kenneth R. Freeman approved Plaintiff’s requested  
16 attorneys’ fees based on MLG’s lodestar which was based on the following 2019  
17 hourly rates: Matthew J. Matern: \$925; Launa Adolph: \$800; and Kayvon  
18 Sabourian: \$650.

19 f. In *Keith v. Conill Advertising, Inc.*, LASC Case No. BC680439,  
20 the Honorable Ann I. Jones approved Plaintiff’s requested attorneys’ fees which  
21 were based on MLG’s lodestar and my 2019 billing rate of \$925 and Launa  
22 Adolph’s 2019 billing rate of \$800.

23 g. In *Lenard v. Buy Buy Baby, Inc.*, LASC Case No. BC648134,  
24 the Honorable Maren E. Nelson approved Plaintiff’s requested attorneys’ fees based  
25 on MLG’s lodestar which was based on the following 2019 hourly rates: Matthew  
26 J. Matern: \$925; Launa Adolph: \$800; and Kayvon Sabourian: \$650.

27 28. I am familiar with the hourly rates charged by attorneys who represent  
28 plaintiffs in class actions in the Los Angeles area and believe that MLG’s hourly

1 rates are also in line with the hourly rates approved in other class actions in the Los  
2 Angeles area which range from \$350 to \$1,200 per hour. *See Roberti v. OSI Sys.,*  
3 *Inc.*, No. CV-13-09174-MWF-MRW, 2015 WL 8329916, at \*7 (C.D. Cal. Dec. 8,  
4 2015) (finding rates between \$525 to \$975 per hour reasonable); *Rodriguez v.*  
5 *County of Los Angeles*, 96 F.Supp.3d 1012, 1023 (C.D. Cal. 2014) (approving rates  
6 from \$500 six-year attorney to \$975 for attorney practicing 45 years).

7 29. Additionally, I have personal knowledge of the hourly rates charged by  
8 other attorneys with comparable experience to mine and my associates in the Los  
9 Angeles area. Based on that information, I believe that MLG's current rates are fully  
10 consistent with the market rate for attorneys with comparable expertise, experience,  
11 and qualifications.

#### 12 **MLG Took this Case on a Contingency Basis**

13 30. My office took this case on a contingent basis and has put a substantial  
14 amount of time and energy into litigating this case, all while receiving no payment.  
15 The risk to my office has been very significant, particularly if we would not be  
16 successful in pursuing this class action. In that case, we would have been left with  
17 no compensation for all the time taken in litigating this case. For instance, in  
18 *Hernandez v. Chipotle Mexican Grill, Inc.* (LASC Case No. BC373759), the Court  
19 of Appeal affirmed the trial court's order denying certification in an action alleging  
20 that the defendant failed to provide its restaurant workers with uninterrupted, thirty-  
21 minute off-duty meal breaks in a pair of depublished opinions: *Hernandez v.*  
22 *Chipotle Mexican Grill, Inc.* (2012) 208 Cal.App.4th 1487 and *Hernandez v.*  
23 *Chipotle Mexican Grill* (2010) 189 Cal.App.4th 751. Similarly, in *Gonzalez v.*  
24 *OfficeMax N. Am.* (C.D. Cal., Case No. CV-07-00452), the court issued an order  
25 denying certification of Plaintiff's meal and rest break claims, finding that the  
26 reason any particular employee missed any particular break required individualized  
27 fact finding. *See Gonzalez v. OfficeMax N. Am.* (C.D. Cal. Nov. 5, 2012) 2012 U.S.  
28 Dist. LEXIS 163853. In each of these cases, class counsel incurred over

1 \$100,000.00 in costs, and over 5,000 hours in attorney time was expended, only to  
 2 have class certification denied. Moreover, courts frequently dismiss class and  
 3 representative allegations and compel arbitration in similar cases, as evidenced in  
 4 several recent cases litigated by my office: *Chico v. Hilton Worldwide, Inc., et al.*,  
 5 (C.D. Cal. Case No. CV-14-5750) (compelling Plaintiff's individual claims to  
 6 arbitration and dismissing Plaintiff's class allegations and representative PAGA  
 7 claims) and *Tapia v. Macy's, Inc.* (C.D. Cal. CV-14-05163) (same).

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

### MLG's Costs Are Reasonable

19  
 20 32. The Settlement provides for reimbursement of MLG's costs and  
 21 expenses not to exceed \$13,000. MLG's total costs are **\$10,173.55**:

	<b>Cost Item</b>	<b>Amount</b>
22		
23	1. Airfare	\$ 765.92
24	2. Document Service	\$ 201.13
25	3. Expert Witness Services	\$ 1,762.50
26	4. Filing Fees	\$ 210.00
27	5. Initial Filing Fees	\$ 1,450.00
28		

6.	Local Transportation	\$ 291.87
7.	Meals	\$ 119.53
8.	Mediation Fees	\$ 5,000.00
9.	Mileage	\$ 20.30
10.	Parking	\$ 112.00
11.	Process Service	\$ 240.30
	<b>TOTAL COSTS</b>	<b>\$10,173.55</b>

### **Class Representative's Incentive Award**

33. The Stipulation provides for a Class Representative enhancement payment to Plaintiff of no more than \$7,500.00. This payment is intended to recognize Plaintiff's work, efforts and risks in assisting with the prosecution of the Action on behalf of the Class and in giving Defendant a broader release than other Settlement Class Members. During this litigation, Plaintiff cooperated with MLG and took actions to protect the interests of the Class. She provided valuable information regarding Defendant's wage and hour practices and policies. She kept informed of the developments in the Action, informed my office of relevant information and participated in decisions concerning the Action. The information and documentation provided by Plaintiff were instrumental in establishing the wage and hour violations alleged in the Action, and the recovery provided for in the Settlement would not have been possible to obtain without her participation.

34. Plaintiff faced many risks in bringing the Action as a class action. Plaintiff assumed the expense and risk in prosecuting the Action and considered the best interests of the Class rather than her own personal interests in agreeing to mediate and settle the Action. She took the risk that prospective future employers may not hire her because she brought this Action against a past employer. Without the effort and risks taken by Plaintiff, the Class Members likely would not have received any financial benefit. Because of Plaintiff's efforts, approximately 276



1 Class Members will now have the opportunity to participate in a \$1,100,000.00  
 2 Settlement with a net recovery of \$682,655.98 and receive, on average, \$2,473.39  
 3 for wage and hour violations they may have never known about on their own or  
 4 been willing to pursue on their own. If each Class Member attempted to pursue his  
 5 or her legal remedies individually, each person would have been required to expend  
 6 a significant amount of their own monetary resources and time.

7 35. The case would not have been possible without the aid of Plaintiff,  
 8 who put her own time and effort into the litigation, sacrificed the value of her own  
 9 individual claims, and placed herself at risk for the sake of the other Class Members  
 10 and Aggrieved Employees. Indeed, by actively pursuing this action, Plaintiff  
 11 furthered California’s public policy goal of enforcing the State’s wage and hour  
 12 laws. *See Sav-On Drug Stores, Inc. v. Super. Ct.* 34 Cal. 4th 319, 340 (2004)  
 13 (recognizing the “clear public policy” that is specifically directed at the  
 14 enforcement of California wage laws). The result of the Settlement is very good and  
 15 will provide substantial monetary compensation to each Class Member who does  
 16 not elect to exclude him or herself from the Settlement—estimated to average at  
 17 least \$2,473.39 per Class Member—and the requested incentive award does not  
 18 significantly reduce the total amount of the Settlement Fund. Thus, the requested  
 19 incentive award of \$7,500 is a reasonable sum to compensate Plaintiff for her  
 20 participation in this lawsuit. Finally, Plaintiff has agreed to a general release of all  
 21 claims against Defendants and a waiver of Civil Code section 1542. For these  
 22 reasons, I believe that a \$7,500 incentive award is fair and reasonable.

23 I declare under penalty of perjury under the laws of the United States of  
 24 America that the foregoing is true and correct. Executed on July 22, 2020 at  
 25 Manhattan Beach, California.

26  
 27 

28 \_\_\_\_\_  
 Matthew J. Matern