

1 Alan Harris (SBN 146079)
2 HARRIS & RUBLE
3 655 North Central Avenue, 17th Floor
4 Glendale, CA 91203
5 Telephone: (323) 962-3777
6 Facsimile: (323) 962-3004

7 David Harris (SBN 215224)
8 North Bay Law Group
9 116 E. Blithedale Ave., Ste. 2
10 Mill Valley, CA 94941
11 Telephone: (415) 388-8788
12 Facsimile: (415) 388-8770

13 *Attorneys for Plaintiffs and the Settlement Class*

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

01/22/2021
Clerk of the Court
BY: JUDITH NUNEZ
Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

TANIKA TURLEY, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CHIPOTLE SERVICES, LLC and
DOES 1-100, inclusive,

Defendant.

Case No. CGC-15-544936

Assigned to Hon. Anne-Christine Massullo

**DECLARATION OF ALAN HARRIS IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 19, 2021

Time: 9:15 a.m.

Judge: Hon. Anne-Christine Massullo

Dept.: 304

Civic Center Courthouse

400 McAllister Street

San Francisco, CA 94102

Complaint Filed: March 25, 2015

Class Cert. Granted: Nov. 2, 2018

Prelim. App. Granted: Oct. 2, 2020

1 ALAN HARRIS declares under penalty of perjury under the laws of the State of California and the
2 United States as follows:

3 1. I am a member in good standing of the State Bar of California and am one of the
4 attorneys for Plaintiff Tanika Turley (“Plaintiff”) in the within action. I make this Declaration in
5 support of Plaintiff’s Motion for Final Approval of Class Action Settlement. I aver that all of the
6 documents appended to this Declaration have been maintained in my office in the ordinary course of
7 business under my direction and control, and, if sworn as a witness, I could competently testify to each
8 and every fact set forth herein from my own personal knowledge.

9 2. I began to apply the class action procedural mechanism to wage and hour matters in
10 California in the late 1990s. Over the past twenty years, I have researched and argued claims similar to
11 those at issue in this case, i.e., non-payment of overtime under California law, failure to provide rest
12 and meal breaks, “continuing wages” under section 203 of the California Labor Code, and liquidated
13 damages under section 226 of the California Labor Code. E.g. Greenberg v. EP Management Services,
14 LP, Los Angeles Superior Court Case No. BC 237787, filed October 2, 2000; Kang v. Albertson’s, Inc.,
15 United States District Court for the Central District of California Case No. 2:07-CV-00894-CAS-FFM,
16 filed November 21, 2006; Hansen v. Advanced Tech Security Services, Inc., Los Angeles Superior
17 Court, Case No BC 367175, filed March 1, 2007. I began investigating the facts of this case, namely,
18 whether there were violations of the California Labor Code, in early 2015.

19 **Procedural Background**

20 3. On March 25, 2015, Plaintiff Turley filed her Complaint on behalf of herself and other
21 non-exempt employees who worked for Defendant in California, alleging: 1) failure to pay all earned
22 wages upon termination (Labor Code §§201, 202 and 203); (2) unfair business practices (Bus. and Prof.
23 Code (“BPC”) §17200); and (3) violation of PAGA. Turley sought lost wages, interest, penalties,
24 injunctive relief, attorneys’ fees and expenses. On July 23, 2015, Turley filed a First Amended
25 Complaint (the “FAC”).

26 4. The Parties litigated the case extensively for five years, including formal written
27 discovery, multiple depositions, the gathering of hundreds of declarations, and substantial motion
28 practice. Thereafter, Plaintiff filed a Motion for Class Certification. On November 2, 2018, the Court

1 issued an Order granting, in part, Plaintiffs’ motion for class certification of a class with wage
2 statement claims under Labor Code section 226 (the “Certified Class”) and denying Plaintiff’s motion
3 with respect to the final pay, meal period, rest period, and derivative claims. The Court found that
4 Turley was an adequate class representative for the Certified Class. The Certified Class contains
5 approximately 7,000 class members who are all current and former non-exempt employees of
6 Defendant, hired *before* August 1, 2014 and who worked in California at any time during the Class
7 Period (from October 1, 2014 through approximately March 31, 2015). Class Cert. Order, pp. 20-23.

8 5. Following Class Certification, the parties set up a mediation involving several Chipotle
9 cases under the guidance of highly experienced wage and hour neutral, Jeff Krivis. To facilitate
10 mediation, Defendant provided data on the number of paystubs issued, the number of class members,
11 the number of workweeks at issue, and other relevant class data. This case was settled at that
12 mediation. The Parties initially presented the Settlement for Preliminary Approval on February 24,
13 2020, but the Court denied the Motion without prejudice and expressed concerns regarding the
14 appropriateness of Plaintiff to represent the broader class she initially sought to represent. After the
15 proposed Settlement was resubmitted, the Court denied preliminary approval on or about July 1, 2020,
16 focusing its concerns on the broader class of employees who had signed arbitration agreements.
17 Thereafter, based upon the Court’s guidance, the Parties engaged in additional talks and with the input
18 from the mediator and Judge Cheng at a Mandatory Settlement Conference, the Parties achieved a
19 settlement limited to the Certified Class that addressed the Court’s concerns with the initial settlement.
20 On October 2, 2020, this Court granted Preliminary Approval of the class action settlement.

21 **Investigation and Settlement**

22 6. Class Counsel conducted extensive formal discovery that yielded information and
23 documentation concerning the claims set forth in the Litigation, such as Defendant’ policies and
24 procedures regarding the payment of wages, the provision of meal and rest breaks, time keeping
25 policies, including recording hours, issuance of wage statements, and providing all wages at separation,
26 as well as information regarding the number of putative class members and the mix of current versus
27 former employees, the average number of hours worked, the wage rates in effect, and length of
28 employment for the average putative class member. Plaintiffs’ counsel reviewed thousands of pages

1 from nearly a dozen potentially-related cases including but not limited to Segovia v. Chipotle, Case No.
2 BC489851 (LA County Superior Court); Turner v. Chipotle, Case No. 1:14-cv-02612-JLK-CBS; Porras
3 v. Chipotle, No. CV-19-000937 (Stanislaus County Superior Court); (2) Le Sure, et al. v. Chipotle, No.
4 19STCV05589 (Los Angeles County Superior Court); (3) Sanchez v. Chipotle, No. CIVDS1910956 (San
5 Bernardino) (“Sanchez”); and (4) Barber v. Chipotle, No. 20-2016-864261 (Orange County Superior Court).
6 (The Porras, Le Sure and Sanchez cases were also settled at the Mediation with Jeff Krivis. The Porras PAGA
7 settlement was \$4.9 million and covered only PAGA claims for approximately 45,000 aggrieved employees
8 accrued after September 21, 2017.)

9 7. Class Counsel represent that they have conducted a thorough investigation into the facts of
10 this case, and have diligently pursued an investigation of the claims, including: (1) interviewing Class
11 Members and analyzing the results of Class Member interviews; (2) reviewing relevant policy
12 documents; (3) researching the applicable law and the potential defenses; and (4) reviewing relevant data
13 including time records and pay data. The Parties have conducted significant investigation of the facts
14 and law both before and after the Action was filed. Class Counsel facilitated the formal request for the
15 records of Plaintiff pursuant to Cal. Labor Code sections 226 and 1198.5. Plaintiffs diligently pursued an
16 investigation of the claims, any and all applicable defenses, and the applicable law. The investigation
17 included formal written discovery, depositions, and an exchange of data pursuant to mediation.

18 8. The Parties litigated the case extensively for five years, including exchanging multiple
19 rounds of formal discovery (Chipotle provided 25,000 pages of payroll data, multiple depositions,
20 Plaintiff deposed Chipotle Person Most Knowledgeable, a Team Director with responsibility for some 54
21 restaurants, as well as a senior store manager), and engaging in substantial motion practice. Plaintiff’s
22 counsel, moreover, interviewed dozens of class members and reviewed 350 declarations provided by
23 Chipotle. Chipotle, for its part, deposed five class members and Plaintiff’s expert. Plaintiff’s counsel
24 also reviewed the expert report of Berger Consulting Group, LLC (“BCG”), which analyzed timekeeping
25 data for 11,000 class pay periods.

26 9. Chipotle has vigorously denied the allegations, having filed a Motion for Summary
27 Judgment. Plaintiff has considered the expense and length of continued proceedings through trial and
28 possible appeals. Plaintiff has also considered the uncertainty and risk of the outcome of further

1 litigation, and the difficulties and delays inherent in such litigation, including the special issues involved
2 in class actions. Defendant has concluded that, because of the substantial expense of defending against
3 the litigation, the length of time necessary to resolve the issues presented herein, the inconvenience
4 involved, and the concomitant disruption to their business operations, it is in its best interests to accept
5 the terms of the Settlement. Based on their own independent investigation and evaluation, Class
6 Counsel are of the opinion that the Settlement is fair, reasonable and adequate and is in the best interest
7 of the Class in light of all known facts and circumstances, including the risk of significant delay,
8 defenses asserted by Defendant, and potential appellate issues.

9 **Reasonableness of Settlement**

10 10. The settlement has been received enthusiastically by the 7,081 class members. As of the
11 filing hereof, there are no class member objections¹, no disputes and but five opt outs (a 99.93%
12 participation rate). Plaintiff's counsel secured a settlement on behalf of the Settlement Class Members
13 that will result in an average net recovery of nearly \$146 for each of the 7,081 Class Members. I have
14 considered the expense and length of further proceedings necessary to continue this lawsuit against
15 Defendant through trial and any possible appeals. Defendant has vigorously opposed Plaintiff's
16 lawsuit, so a payment to Settlement Class Members now is a positive result, when the alternative might
17 be years of protracted litigation and/or appeals. I have carefully considered the risks and expenses
18 involved in further litigation, the potential recovery to the Settlement Class if the case were fully-
19 litigated through trial, and the probability of any recovery for Settlement Class Members being delayed
20 in the event of a successful trial outcome by the taking of an appeal. While Defendant might be liable
21 for substantial PAGA penalties, the Court may reduce the amount of PAGA penalties awarded to an
22 employee based upon discretionary factors other than the employer's ability to pay. Thurman v.
23 Bayshore Transit Management, Inc., 203 Cal. App. 4th 1112 (2012). In approving a PAGA settlement,
24 a court may substantially discount penalties. E.g., Rodriguez v. West Publ'g Corp., 563 F.3d 948, 964
25 (9th Cir. 2009).

27 ¹ Class counsel has informed counsel for proposed objector Josh Barber ("Barber") that Barber is not
28 a class member, and therefore has no standing to object. As of the date of filing hereof, the Barber
objection has not been withdrawn, and will be addressed in a separate filing if it is not withdrawn.

1 11. The parties participated in a full-day mediation on October 1, 2020, with Jeff Krivis of
2 First Mediation, an experienced mediator of wage and hour class actions. Mr. Krivis has resolved
3 thousands of disputes including wage and hour and consumer class actions, entertainment, mass tort,
4 employment, business, complex insurance, product liability and wrongful death matters.² Mr. Krivis is
5 considered a pioneer in the mediation field, named by The Los Angeles Daily Journal legal newspaper
6 as one of the “Top Neutrals in the State” every year. Mr. Krivis is the Co-founder and Past President of
7 the International Academy of Mediators, the Past President of Southern California Mediation
8 Association, and a Past Council Member of the American Bar Association’s Section of Dispute
9 Resolution.

10 12. The mediation session was very constructive, and the parties were able to resolve all
11 outstanding issues and achieve a resolution of this case, which was later modified following two
12 unsuccessful motions for approval. Prior to Mediation, Plaintiffs’ Counsel reviewed the time and wage
13 records and prepared a detailed damages model. Plaintiff’s counsel has reviewed the data with their
14 expert Stephen Moses. Plaintiff’s counsel has also reviewed the expert report of Berger Consulting
15 Group, LLC (“BCG”), prepared in the Porras, Le Sure and Sanchez actions, which analyzed
16 timekeeping data for over 10,000 pay periods. As of the filing hereof, the settlement has a 99.93%
17 participation rate, indicating that it has been well-received by the class. Chipotle has also advised of
18 significant changes in their payroll practices. These employment practice changes appear to have been,
19 in part, the result of the efforts of Plaintiffs’ counsel in pursuing this case. For example, Chipotle
20 altered its wage statements to include the total hours worked by employees, a deficiency alleged by
21 Plaintiff in her Complaint. Chipotle has also enhanced its training and policies to help ensure that
22 employees receive proper meal breaks and rest periods and to expand payment of meal period penalties.
23 The Class Members have benefitted from the foregoing, even without formal injunctive relief. These
24 changes are a “factor weighs in favor of approving the settlement,” because they came as a result of
25 proposed Class Counsel’s efforts, and in a response to the lawsuit. *See* Moreno v. San Francisco Bay
26 Area Rapid Transit Dist., No. 17-CV-02911-JSC, 2019 WL 343472, at *4 (N.D. Cal. Jan. 28, 2019).

27
28 ² <https://www.jeffreykrivis.com/recognize/>

1 13. To the best of my knowledge, my firm has no conflict of interest with Plaintiff or any
2 Class Members, and I believe that my firm has, thus far, fairly and adequately represented the interests
3 of the Class. To date, Class Counsel have advanced all costs incurred in this case. Similarly, the
4 required legal services have been provided on a contingent-fee basis. I have considered the expense
5 and length of further proceedings necessary to continue this lawsuit against Defendant through trial and
6 any possible appeals. The requested attorney fee percentage is less than that charged by Class Counsel
7 for other employment cases. The Court should also consider that the efforts of Class Counsel have
8 resulted in substantial benefits to the Settlement Class Members in the form of a significant settlement
9 fund established to compensate Settlement Class Members for the alleged wage-and-hour violations.
10 Without the efforts of Class Counsel, the claims alleged in the complaint would likely have gone
11 without remedy. Additionally, Class Counsel has invested significant time and resources in this case,
12 with payment deferred to the end of the litigation and entirely contingent on the outcome.

13 14. The requested \$2,500 class representative enhancement fee to Plaintiff is reasonable
14 given: (1) the substantial time and effort Plaintiff has expended on behalf of the Settlement Class; (2)
15 the risks Plaintiff faced as a result of bringing this action; (3) the fact that she put the interests of the
16 class ahead of her own; and (4) the substantial benefit conferred upon the Settlement Class as result of
17 Plaintiff's Action. Further, there is always the risk in acting as a class representative that other
18 companies might be hesitant to hire Plaintiff in the future. It is common knowledge that employers
19 often run a "Google" search of potential employees, and use the results to determine who they will hire.
20 The Plaintiff has provided a declaration detailing her extensive work on the case.

21 15. Neither Harris & Ruble nor North Bay Law Group has been paid any money for
22 attorneys' fees in this case. Further, we have advanced all costs. The firms have maintained detailed
23 records of the time spent and costs incurred by Harris & Ruble and the North Bay Law Group
24 investigating the facts, researching the law and analyzing the claims, initiating the case, filing
25 pleadings, attending court, and preparing the current motion for attorney fees in the Settling Cases.
26 These records are available for review by the Court at Exhibit 1 of the Declaration of Alan Harris in
27 Support of Motion for Attorney Fees, Reimbursement of Costs and Enhancement Award, filed
28

1 previously in this action. The hours were recorded contemporaneously in increments of 0.1 hours (6
2 minutes) The Settling Cases required 2,180 hours of work, resulting in a lodestar of \$1,611,061.50.

3 16. I have been and am licensed as an attorney, first in Illinois (1974) and later in California
4 (1989). I am a *summa cum laude* graduate of the University of Illinois (A.B. 1970; J.D. 1974). After
5 graduation from law school in January 1974, I was hired as a litigation associate at a Plaintiff's class
6 action antitrust boutique in Chicago, Illinois: Freeman, Freeman & Salzman.³ I became a partner in
7 that firm in 1980, and I started my own practice in 1982. I speak before professional organizations on
8 topics of interest to the Bar. I have represented plaintiffs in complex business litigation for over forty-
9 two years. E.g., Illinois v. Ill. Brick Co., Inc., 431 U.S. 720 (1977); In re My Left Hook, LLC, 129 Fed.
10 Appx. 352 (9th Cir. 2005); Gregory v. SCIE, LLC, 317 F.3d 1050 (9th Cir. 2003); In re Blue Coal
11 Corp., 986 F.2d 687 (3d Cir. 1993); In re Blue Coal Corp., 206 B.R. 730 (M.D. Pa. 1997); U.S. v.
12 Gleneagles Inv. Co., Inc., 584 F. Supp. 671, 689 (M.D. Pa. 1984), aff'd. in part and vacated in part, and
13 remanded sub. nom., U.S. v. Tabor Ct. Realty Corp. 803 F.2d 1288 (3d Cir. 1986), cert. den. sub. nom.,
14 McClellan Realty Co. v. U.S. 483 U.S. 1005 (1987); In re Uranium Antitrust Litig., 503 F. Supp. 33
15 (N.D. Ill. 1981); In re Grand Jury, 469 F. Supp. 666 (M.D. Pa. 1980); In re Anthracite Coal Antitrust
16 Litig., 82 F.R.D. 364 (M.D. Pa. 1979), In re Folding Carton Antitrust Litig., 83 F.R.D. 251 (N.D. Ill.
17 1978); In re Anthracite Coal Antitrust Litig., 78 F.R.D. 709 (M.D. Pa. 1978); In re Masterkey Antitrust
18 Litig., 1977 U.S. Dist. LEXIS 12948 (D. Conn. 1977) (six week jury trial for plaintiffs); A. Cherney
19 Disposal Co. v. Chicago & Suburban Refuse Disposal Corp., 68 F.R.D. 383 (N.D. Ill. 1975); In re
20 Cement-Concrete Block, Chicago Area, Grand Jury Proceedings, 381 F. Supp. 1108 (N.D. Ill. 1974);
21 Parment v. Lapin, 2004 Cal. App. Unpub. LEXIS 5217 (June 1, 2004); Stetson v. West Publ'g Corp.,
22 2011 U.S. App. LEXIS 22549 (9th Cir. Nov. 7, 2011); Covillo v. Specialty's Café, 2012 WL 3537058
23 (N.D. Cal. Aug. 14, 2012). I have gone to class action trials on behalf of plaintiffs and, once, a class
24 action bench trial for a defendant, Allstate Insurance Company. I have represented employees in
25 numerous disputes concerning their receipt of pay in connection with their employment, both before the

26 _____
27 ³ Of my still-living partners in Freeman, Freeman & Salzman, a firm that dissolved in 2007, each
28 became associated with a leading national law firm. Lee Freeman, Jr. became the Chair of the Antitrust
Litigation Practice at Jenner & Block. Jerrold Salzman is of counsel at Skadden, Arps, Slate, Meagher
& Flom. Tyrone Fahner is a partner at Mayer Brown, having served as its co-Chairman from 1998 to
2001 and its Chairman from 2001 to 2007.

1 State of California Division of Labor Standards Enforcement and in state and federal courts in
2 California. E.g., Jacobs v. CSAA Inter Ins. Bureau, 2009 U.S. Dist. LEXIS 37153 (N.D. Cal. May 1,
3 2009); Escobar v. Whiteside Constr. Corp., 2008 U.S. Dist. LEXIS 68439 (N.D. Cal. 2008)
4 (certification of collective action); Tremblay v. Chevron Stations, Inc., 2008 Westlaw 2020514 (N.D.
5 Cal. 2008) (certification of collective action); Perez v. Maid Brigade, Inc., 2007 U.S. Dist. LEXIS
6 78412 (N.D. Cal. 2007) (denial of employer’s effort to enforce arbitration clause in employment
7 agreements); Hoffman v. Uncle P Prods., 2008 Cal. App. Unpub. LEXIS 3609 (three-year statute of
8 limitations applies to section 203 claims for continuing wages); Bithell v. E.P. Mgmt. Servs., LP, 2007
9 Westlaw 4216854 (Cal. Ct. App. 2007) (sustaining class settlement of entertainment-industry
10 employees for section 203 and 226 claims against entertainment-industry “payroll companies” and
11 studios); DuPont v. Avalon Hollywood Servs., Inc., 2007 Westlaw 93386 (Cal. App. 2007); Gregory v.
12 Superior Court, 2004 Westlaw 2786357 (Cal. Ct. App. 2004) (employee of entertainment-industry
13 “payroll company” not subject to arbitration of dispute under collective-bargaining agreement), and;
14 Zabounian v. Hack Partners, LLC, Los Angeles Superior Court Case No. BC 343449 (bench trial
15 resulting in \$600,000 judgment on behalf of 89 class members in certified California Labor Code and
16 FLSA action). The undersigned has also been appointed lead class counsel in many settled class
17 actions. E.g., Kang v. Albertson’s, Inc., C.D. Cal. Case No. 2:07-CV-00894-CAS-FFM (\$6,637,500
18 settlement of labor-law claims); Tremblay v. Chevron Stations, Inc., N.D. Cal. Case No. CV 07-6009
19 EDL (\$4,500,000 settlement of labor-law claims); Doty v. Costco Wholesale Corp., C.D. Cal. Case No.
20 CV 05-3241 FMC (JWJx) (\$7,500,000 distributed to class members for FLSA and California Labor
21 Code section 203 and 226 violations); Agatep v. Exxon Mobil Corp., C.D. Cal. Case No. CV 05-2342
22 GAF (\$1,500,000 settlement on behalf of service-station employees in California); Alfano v. Int’l
23 Coffee & Tea, LLC, C.D. Cal. Case No. CV 04-8996 SVW (CWx) (FLSA and California Labor Code
24 section 226, 510, and 1194 case); Jenne v. On Stage Audio Corp., C.D. Cal. Case No. CV 04-2045
25 CAS (PJWx) (FLSA and California Labor Code section 203 violations); Hansen v. Advanced Tech
26 Security Servs., Inc., Los Angeles Superior Court Case No BC 367175 (\$1,050,000 settlement of labor-
27 law claims); Ross v. Human Resources, Inc., Los Angeles Superior Court Case No. BC 351506
28 (California Labor Code section 203 case); Harrington v. Manpay, LLC, Los Angeles Superior Court

1 Case No. BC 312171 (\$1,000,000 distributed to class members in a section 510 and section 1194 case);
2 Brackett v. Saatchi & Saatchi, Los Angeles Superior Court Case No. BC 298728 (over \$170,000
3 distributed to class members in an FLSA and section 203 case); Readmond v. Straw Dogs, Inc., Los
4 Angeles Superior Court Case No. BC257394 (over \$100,000 distributed to class members in a section
5 203 case); Greenberg v. EP Mgmt. Servs., LP, Los Angeles Superior Court Case No. BC 237787
6 (\$5,348,000 settlement of claims under sections 203 and 226 of California Labor Code); Angel Paws,
7 Inc. v. Avalon Payroll Servs., Inc., Los Angeles Superior Court Case No. BC 188982 (over \$450,000
8 distributed to class members in a section 203 case); Saunders v. Metro Image Group, San Diego
9 Superior Court Case No. GIC 809753 (California Labor Code section 203 case); Stratford v. Citicorp
10 West FSB, Monterey Superior Court Case No. M 81026 (\$950,000 settlement of labor-law claims);
11 Deckard v. Banco Popular N. Am., related to Silva v. Banco Popular N. Am., C.D. Cal. Case No. CV
12 08-6709 JFW (RZx) (\$1,050,000 settlement of California Labor Code and FLSA claims); Wingate v .
13 The Production Farm, LLC, C.D. Cal. No. CV 07-04294 (2009 settlement of FLSA and Cal Lab Code
14 203, 212, 226 and 1194 case); Dizon v. Ito, Inc., N.D. Cal. Case No. 3:10-CV-00239-JSW (\$2,451,000
15 settlement of California Labor Code and FLSA claims); Jacobs v. Institute of Reading Dev., Inc., N.D.
16 Cal. Case No. 10-CV-00574-JCS (\$275,000 settlement of California Labor Code and FLSA claims);
17 Smith v. Lush Cosmetics, LLC, Los Angeles Superior Court Case No. BC 443014 (\$145,000
18 settlement of labor-law claims); Randolph v. Safeway, Inc., SAN FRANCISCO County Superior Court
19 Case No. INC 90412 (\$545,000 settlement of labor-law claims); Seielstad v. Aegis Senior Cmtys.,
20 LLC, Northern District of California Case No. 09-01797 MMC (\$1,000,000 settlement of labor
21 claims); Rentoria v. Omnicare, Los Angeles Superior Court Case No. BC405988 (\$755,000 settlement
22 of labor-law claims); and Peralta v. Macerich Management Company, Marin County Superior Court
23 Case No. CIV 1004656 (\$2,200,000 settlement of California Labor Code claims).

24 19. During the course of this case, the following employees of Harris & Ruble made
25 substantial contributions:

26 a. As discussed above, I, the undersigned am a graduate of the University of Illinois (AB
27 1970, JD 1974). I am a member of the bars of Illinois (1974) and California (1989). The market hourly
28 rate for my services is \$895.

1 b. David Garrett is a senior associate at Harris & Ruble. Mr. Garrett is a cum laude
2 graduate of Southern Methodist University (B.A., Finance, 1990) and the UCLA School of Law (J.D.,
3 1992). He became a member of the California bar in 1992. Mr. Garrett has worked with me on
4 numerous class-action matters, E.g., Sherman v. CLP Resources, Inc., Central District of California
5 Case No. Case No. CV 12-8080 GW (PLAx) *consolidated with* Case No. CV 12-8080 GW (PLAx);
6 Chookey v. Sears, Central District of California Case No. CV 12-2491-GW (MRWx); Denhardt v. 2
7 Market Media, Los Angeles Superior Court Case No. BC 539428; Irrgang v. BHC Films, Inc., Los
8 Angeles Superior Court Case No. BC543984; Nall v. Diamond Supply, LASC Case No. BC527457. He
9 has represented employees in numerous labor-law disputes while at Harris & Ruble. E.g., Sandling v.
10 Seraphim Films, Inc., Los Angeles Superior Court Case No. BC 237787; Graham v. Triumphant Films,
11 Inc., Los Angeles Superior Court Case No. BC 539767; Wong v. Weatherford, Alameda Superior Court
12 Case No. RG 12626790; Alvarenga v. Andrew J. Lewin Medical Corp., Los Angeles Superior Court
13 Case No. BC529803. The market rate for Mr. Garrett's services is \$795.

14 c. Priya Mohan is an attorney at my firm who worked on the above-captioned matter. She
15 is a *magna cum laude* graduate of the University of Michigan (B.A., 2000) and the USC Gould School
16 of Law (J.D., 2003). She became a member of the California bar in 2003. Ms. Mohan has worked with
17 me in a number of labor-law disputes at Harris & Ruble. E.g. Clarke v. Indelible Media Corp., United
18 States District Court Case No. CV10-6230; Lobato v. Abbott Cardiovascular Systems, Inc., Santa Clara
19 Superior Court Case No. 110CV175637; Matheny v. CA Payroll, Inc., United States District Court Case
20 No. 2:11-CV-02522; Chorley v. Palm Productions, Los Angeles Superior Court Case No. BC465045;
21 Popko v. Van Acker Construction Associates, Inc., United States District Court Case No. CV114034;
22 Rentoria v. Omnicare, Los Angeles Superior Court Case No. BC405988; Pena v. Downey, Los Angeles
23 Superior Court Case No. BC447731; Seielstad v. Aegis Senior Communities, LLC, United States
24 District Court Case No. 09-01797; Covillo v. Specialty's Café and Bakery, Inc., 11-CV-00594-DMR;
25 Johnson v. Sky Chefs, Inc., 11-CV- 05619-LHK. Ms. Mohan has also worked with me on class-action
26 matters and has been appointed class counsel in connection therewith, e.g. Lobato v. Abbott
27 Cardiovascular Systems, Inc., Santa Clara Superior Court Case No. 110CV175637; Rentoria v.
28 Omnicare, Los Angeles Superior Court Case No. BC405988; Covillo v. Specialty's Café and Bakery,

1 Inc., United States District Court, Northern District Case No.11-CV-00594-DMR; Johnson v. Sky
2 Chefs, Inc., United States District Court, Northern District Case No. 11-CV- 05619-LHK; and Chookey
3 v. Sears Roebuck and Co., United States District Court, Central District Case No.12-CV-2491-GW.

4 The market rate for Ms. Mohan's services is \$725. In this matter, Ms. Mohan spent approximately 72.4
5 hours on this case.

6 d. Christina Nordsten joined Harris and Ruble in 2014. Ms. Nordsten graduated from
7 Stockholm University Law School in 2013 with a Bachelor of Law (LL.B.). In 2014, Ms. Nordsten
8 graduated from USC Gould School of Law with a Masters of Law (LL.M.) and an Entertainment Law
9 Certificate. At USC, Ms. Nordsten was a Board Member of the Student Bar Association. Ms.
10 Nordsten's practice was primarily focused on class action cases involving wage-and-hour violations
11 under California law, as well as entertainment-related matters. The market rate for Ms. Nordsten's
12 services is \$425 per hour.

13 e. Min Ji Gal is a *magna cum laude* graduate of the University of Southern California (B.A.,
14 2013), and USC Gould School of Law (J.D., 2016). She became a member of the California bar in
15 2016. Her practice is primarily focused on individual and class action cases involving wage-and-hour
16 violations under the California Labor Code and Fair Labor Standards Act. Ms. Gal has worked with me
17 in a number of labor-law disputes and class-action matters at Harris & Ruble. Eg., Schroeder v. Envoy
18 Air, Inc., C.D. Cal. Case No. 16-cv-04911; Fernandez v. Craft Beer Guild Distributing of California
19 LLC, Los Angeles Sup. Ct. Case No. 666562; Bowman v. Burnt Ends, LLC, C.D. Cal. Case No. 17-cv-
20 05782; Wise v. Nature's Best, LLC, Los Angeles Sup. Ct. Case No. 649808; Buckner v. Universal
21 Television, LLC, C.D. Cal. Case No. 17-cv-06489; Brashear v. Magnet Media, Inc., C.D. Cal. Case No.
22 17-cv-06026; and Clarke v. Flower Ave, LLC, Los Angeles Sup. Ct. Case No. BC666525. The market
23 rate for Ms. Lee's services is \$425 per hour.

24 f. Rebecca Lee, an attorney from Harris & Ruble who worked on the above-captioned case,
25 has worked with me on a number of wage and hour matters. Ms. Lee earned her J.D. from the USC
26 Gould School of Law in 2013. At USC, she was the President of the Public Interest Law Foundation,
27 and was a Production Editor for the Review of Law and Social Justice. Prior to joining Harris & Ruble,
28 Ms. Lee served as a Peace Corps volunteer in Cajabamba, Ecuador. During her service, she worked as a

1 health educator, and helped local groups found small businesses. She graduated from Columbia
2 University in 2008 *cum laude*. She earned a B.A. in political science. Ms. Lee has worked with me on
3 numerous class-action matters, E.g. Sherman v. CLP Resources, Inc., Central District of California Case
4 Case No. CV 12-8080 GW (PLAx). The California market rate for Ms. Lee's services is \$425 per hour.

5 g. Lin Zhan is an associate at Harris & Ruble. His practice is primarily focused on
6 individual and class action cases involving wage-and-hour violations under the California Labor
7 Code and the Fair Labor Standards Act, as well as general business litigation. Mr. Zhan earned
8 both of his LL.M. and J.D. from the University of Southern California. While at USC, Mr. Zhan
9 was a teaching assistant for Prof. Heilman's Introduction to the U.S. Legal System and Topics in
10 American Law. Mr. Zhan graduated from Fujian Normal University with a degree in Law in 2013.
11 During his third year of law school, Mr. Zhan worked as a law clerk at Harris & Ruble. Prior to
12 joining Harris & Ruble, Mr. Zhan passed the Chinese bar exam in 2013 and worked at a boutique
13 law firm in China, where he handled a range of civil litigation and transactional matters including
14 contract and real estate matters. Mr. Zhan also passed the National Level Three Psychologist exam
15 in China in 2011. The California market rate for Mr. Zhan's services is \$325 per hour.

16 h. David Harris is the founding attorney of the North Bay Law Group in Mill Valley,
17 California. Mr. Harris is a graduate of the University of Colorado, Boulder (BS 1994) and the
18 University of San Francisco School of Law (JD 2001), and a member of the California bar (December 3,
19 2001). Upon graduating from the University of San Francisco, School of Law, Mr. Harris joined the
20 litigation group in the Palo Alto office of Brobeck, Phleger & Harrison LLP, where he worked from
21 October 2001 through February 2003. Thereafter, Mr. Harris joined the litigation group in the San
22 Francisco office of Morgan Lewis & Bockius LLP, where he worked from February 2003 through July
23 2006. Thereafter, Mr. Harris founded the North Bay Law Group, where he has worked for the past
24 fourteen years. Mr. Harris has extensive experience litigating class actions. Mr. Harris has represented
25 employees in numerous disputes concerning their receipt of pay in connection with their employment,
26 both in state and federal courts in California. E.g., Covillo v. Specialty's Café & Bakery, Inc., 2012
27 U.S. Dist. LEXIS 114602 (N.D. Cal. 2012) (denial of employer's attempt to enforce arbitration clause in
28 employment agreements); Escobar v. Whiteside Constr. Corp., 2008 U.S. Dist. LEXIS 68439 (N.D. Cal.

1 2008) (certification of collective action); Tremblay v. Chevron Stations, Inc., 2008 Westlaw 2020514
2 (N.D. Cal. 2008) (certification of collective action); Perez v. Maid Brigade, Inc., 2007 U.S. Dist. LEXIA
3 78412 (N.D. Cal. 2007)(denial of employer’s effort to enforce arbitration clause in employment
4 agreements). Mr. Harris has also litigated and settled many class actions. E.g., Jacobs v. CSAA Inter
5 Insurance Bureau, N. D. Cal. Case No. 3:07-CV-00362-MHP (\$1,500,000 settlement of labor-law
6 claims); Tremblay v. Chevron Stations, Inc., N.D. Cal. Case No. CV 07-6009 EDL (settlement of labor-
7 law claims); Dizon v. Ito, Incorporated, N.D. Cal. Case No. 3:10-CV-00239-JSW (settlement of
8 California Labor Code and FLSA claims); In Re Paypal Litigation, N.D. Cal. Case No..5:02-CV-01227-
9 JF (defense and settlement of class action lawsuit alleging violations of the Electronic Funds Transfer
10 Act); Bernardino v. Macerich Management Co., Marin Superior Court Case No. CIV-1004645 (class
11 action settlement of labor law claims); Jacobs v. Institute of Reading Dev., Inc., N.D. Cal. Case No. 10-
12 CV-00574-JCS (settlement of California Labor Code and FLSA claims); Seielstad et al. v. Aegis Senior
13 Communities, LLC, N.D. Cal. Case No. CV-09-1797 MMC (settlement of labor-law class action);
14 Escobar v. Whiteside Construction Corp., N.D. Cal. Case No.CV-08-1120-WHA (class action
15 settlement of labor claims); Wade v. Minatta Transportation Co., N.D. Cal. Case No. CV-10-02796-BZ
16 (settlement of class action wage claims); Perez v. Maid Brigade, Inc., N.D. Cal. Case No. 3:07-CV-
17 03473-SI (class action settlement of labor claims); Blandino v. MCM Construction, Inc., N.D. Cal. Case
18 No. 12-01729-WHO (class action settlement of labor law claims); Covillo et al. v. Specialty’s Café and
19 Bakery, Inc., N.D. Cal. Case No. 11-CV-00594-DMR (class action settlement of wage and hour labor
20 law claims); Douglas v. Arcadia Health Services, Inc., N.D. Cal. Case No. CV-11-3552 (class action
21 settlement of labor law claims); Thio et al. v. Genji LLC et al., N.D. Cal. Case No.12-CV-05756 (class
22 action settlement of labor law claims); O’Sullivan v. AMN Services, Inc., N.D. Cal. Case No. 3:12-cv-
23 02125-JCS (class action settlement regarding denial of breaks and failure to reimburse business
24 expenses); Page v. Grand Home Holdings, Inc., N.D. Cal. Case No. 13-CV-02754-NC (class action
25 settlement of labor law claims); Veurink et al. v Beverly Health and Rehabilitation Services Inc. et al.,
26 Sonoma County Superior Court No. SCV 255496 (class action settlement of wage and hour claims);
27 Lounibos v. Keypoint Government Solutions, Inc., N.D. Cal. Case No12-CV-0636 (JST) (class action
28 settlement of wage and hour claims); McQueen et al. v Odd Fellows Home of California, Napa County

1 Superior Court Case No C-26-64176 (class action settlement of wage claims); Castillo v. ADT LLC,
2 E.D. Cal. Case No. 2:15-cv-00383-WBS (class action settlement of wage and hour claims); Osorio et al.
3 v Ghiringhelli Specialty Foods, Inc., Solano County Superior Court Case No. FCS040751 (class action
4 settlement of wage claims). The market rate for Harris’ services is at least \$895 per hour.

5 20. The Harris & Ruble hourly rates have been approved by other courts in Los Angeles and
6 San Francisco. For example, in the Order Re: Motion for Final Approval of Class Action Settlement
7 and Award of Attorney’s Fees and Reimbursement of Expenses in Zubia v. Shamrock Foods Co., Case
8 No. 16-03128-AB (C.D., Cal. 2016). In Zubia the court stated:

9 [U]pon conducting its own review of similar awards, the Court finds that district courts within
10 California have found similar rates reasonable. *See Chambers v. Whirlpool Corp.*, No. CV 11-
11 1733 FMO (JCGx), 2016 WL 5922456, at *14 (C.D. Cal. Oct. 11, 2016) (approving hourly rates
12 between \$485 and \$750 per hour); *Hightower v. JPMorgan Chase Bank, N.A.*, No. CV 11-1802
13 PSG (PLAx), 2015 WL 9664959, at *11 (C.D. Cal. Aug. 4, 2015) (reducing hourly rate of
14 partner in class action litigation from \$750 to \$620 per hour); *Kearney v. Hyundai Motor*
15 *America*, No. SACV 09–1298–JST (MLGx), 2013 WL 3287996, at *8 (C.D. Cal. June 28, 2013)
(approving hourly rates between \$650 and \$800 for class counsel in a consumer class action);
16 *Parkinson v. Hyundai Motor America*, 796 F. Supp. 2d 1160, 1172 (C.D. Cal. 2010) (approving
17 hourly rates between \$445 and \$675 for class counsel in a consumer class action); *POM*
18 *Wonderful, LLC v. Purely Juice, Inc.*, No. CV 07– 2633, 2008 WL 4351842, at *4 (C.D. Cal.
19 Sept. 22, 2008) (finding rates of \$475 to \$750 for partners and \$275 to \$425 for associates
20 reasonable in a consumer class action).

21 Zubia at *32-33. The Court in Zubia approves Alan Harris’s rate of \$800 per hour and David Garrett’s
22 then hourly rate of \$625 per hour. In the Order on Motion for Final Approval of Class Action Settlement
23 in Roach v. Red Bull, Los Angeles Superior Court Case No. BC663866 (2017), the Court approved Alan
24 Harris’s rate of \$800 per hour and David Garrett’s hourly rate of \$695 per hour. Roach at *5. The
25 Roach case was approved on April 6, 2018. In Marine v. Giltner, Inc., Los Angeles Superior Court Case
26 No. BC587123 (2015), the Court approves Alan Harris’s rate of \$800 per hour and David Garrett’s then
27 hourly rate of \$675 per hour as reasonable. Marine, at *6.

28 I have read the foregoing declaration and the facts set forth therein are true of my own personal
knowledge. Executed January 20, 2021, in the County of Los Angeles, State of California.



Alan Harris

1 **PROOF OF SERVICE**

2 I am an attorney for Plaintiff(s) herein, over the age of eighteen years, and not a party to the within
3 action. My business address is 655 N. Central Ave., 17th Floor, Glendale, CA 91203. On January 22,
4 2021, I served the within document(s):

5 **DECLARATION OF ALAN HARRIS IN SUPPORT OF MOTION FOR FINAL APPROVAL**

6 Facsimile: I caused such envelope to be uploaded electronically via e-mail (File & Serve) to:

7 angela.agrusa@us.dlapiper.com
8 levi.heath@us.dlapiper.com
9 Steve.hernandez@dlapiper.com

10 Electronic Service: Based on a court order, I cause the above-entitled document(s) to be served
11 through Case Anywhere addressed to all parties appearing on the electronic service list for the above-
12 entitled case and on the interested parties in this case:

13 Angela C. Agrusa
14 Levi W. Heath
15 Steve L. Hernández
16 DLA PIPER LLP (US)
17 2000 Avenue of the Stars
18 Suite 400 North Tower
19 Los Angeles, California 90067-4704

20 MESSNER REEVES LLP
21 Charles C. Cavanagh
22 1430 Wynkoop Street, Suite 300
23 Denver, Colorado 80202

24 I declare under penalty of perjury that the above is true and correct. Executed on January 22, 2021, at
25 Los Angeles, California.

26 
27 _____
28 David Garrett