

1 KEVIN F. RUF (#136901)
JOSEPH D. COHEN (#155601)
2 JONATHAN M. ROTTER (#234137)
NATALIE S. PANG (#305886)
3 GLANCY PRONGAY & MURRAY LLP
1925 Century Park East, Suite 2100
4 Los Angeles, California 90067
Telephone: (310) 201-9150
5 Email: info@glancylaw.com

6 *Attorneys for Plaintiffs*

7

8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10

ADAM HOFFMAN, individually and on
11 behalf of all others similarly situated, and
SAMUEL JASON, individually and on behalf
12 of all others similarly situated,

13

Plaintiffs,

14

v.

15

CITY OF LOS ANGELES,

16

Defendant.

17

18

19

20

21

22

23

24

25

26

27

28

Case No. BC672326

**DECLARATION OF JONATHAN M.
ROTTER IN SUPPORT OF: (1)
PLAINTIFFS' UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; AND (2)
PLAINTIFFS' COUNSEL'S MOTION
FOR AN AWARD OF ATTORNEYS'
FEES, REIMBURSEMENT OF
LITIGATION EXPENSES AND CLASS
REPRESENTATIVE SERVICE AWARDS**

Assigned for All Purposes to:
Hon. Stuart M. Rice
Dept. SSC-1
Action Filed: August 15, 2017
Hearing Date: December 20, 2023
Time: 10:30 a.m.

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

TABLE OF CONTENTS

TABLE OF EXHIBITS..... 1

HISTORY OF THE LITIGATION..... 3

SETTLEMENT PROCESS..... 6

EXPERIENCE AND VIEWS OF COUNSEL..... 8

THE SETTLEMENT BENEFITS..... 11

NOTICE TO THE CLASS..... 13

ATTORNEYS’ FEES AND EXPENSES..... 13

DISCLOSURE OF FEE SHARING AGREEMENT..... 19

CLASS REPRESENTATIVE SERVICE AWARDS..... 20

OBJECTIONS AND OPT-OUTS..... 20

CY PRES ATTESTATION 21

1 I, Jonathan M. Rotter, hereby declare as follows:

2 1. I am an attorney at law duly licensed to practice before all the courts in the State of
3 California. I am a partner of the law firm of Glancy Prongay and Murray LLP (“GPM”), counsel
4 for plaintiffs Adam Hoffman and Samuel Jason (collectively, “Plaintiffs”) in the above-captioned
5 action (the “Action”).¹ I make this declaration in support of: (1) Plaintiffs’ Unopposed Motion for
6 Final Approval of Class Action Settlement; and (2) Plaintiffs’ Counsel’s Motion for an Award of
7 Attorneys’ Fees, Reimbursement of Litigation Expenses, and Class Representative Service
8 Awards. I have personal knowledge of the contents of this declaration, and if called upon to do so,
9 I could and would testify truthfully and competently thereto under oath. Attached as Exhibits to
10 this declaration are true and correct copies of the following documents:

11 **TABLE OF EXHIBITS**

<u>Exhibit</u>	<u>Document</u>
13 1	Declaration of Eric Nordskog Regarding Settlement Notice and Administration (“Nordskog Decl.”)
14 2	Declaration of Adam Hoffman in Support of: (1) Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement; and (2) Class Counsel’s Motion for Award of Attorneys’ Fees, Reimbursement of Litigation Expenses and Class Representative Service Awards
15 3	Declaration of Samuel Jason in Support of: (1) Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement; and (2) Class Counsel’s Motion for Award of Attorneys’ Fees, Reimbursement of Litigation Expenses and Class Representative Service Awards
16 4	Gordon Dillow, <i>32-year DMV battle finally ends</i> , ORANGE COUNTY REGISTER, June 17, 2008, https://www.ocregister.com/2008/06/17/32-year-dmv-battle-finally-ends/
17 5	Declaration of Thomas R. Freeman, Esq. in Support of Plaintiff Counsel’s Motion for an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses Filed on Behalf of Bird Marella Boxer Wolpert Nessim Dooks Lincenberg & Rhow P.C.
18 6	Declaration of Richard M. Pearl in Support of Plaintiffs’ Counsel’s Motion for an Award of Attorneys’ Fees and Expenses
19 7	Declaration of Jonathan M. Rotter, Esq. in Support of Plaintiffs’ Counsel’s Motion for an Award of Attorneys’ Fees, Reimbursement of Litigation

26 ¹ Unless otherwise defined, all capitalized terms herein have the same meanings as set forth in the
27 First Amended Stipulation and Agreement of Settlement dated May 30, 2023. See Exhibit (“Ex.”)
28 1 to Supplemental Declaration of Jonathan M. Rotter in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement, filed with the Court on May 30, 2023.

1		Expenses and Class Representative Service Awards Filed on Behalf of Glancy Prongay & Murray LLP
2	8	Declaration of Bruce Reznik in Support of Motion for Preliminary Approval of Class Action Settlement [Proposed <i>Cy Pres</i> Recipient Los Angeles Waterkeeper]
3		
4	9	Declaration of Tracy Quinn in Support of Motion for Preliminary Approval of Class Action Settlement [Proposed <i>Cy Pres</i> Recipient Heal the Bay]
5	10	Declaration of Holly O. Whatley in Support of Motion for Preliminary Approval of Settlement
6	11	Declaration of Benjamin Ceja in Support of Motion for Preliminary Approval of Settlement
7		
8	12	Declaration of Thomas R. Freeman in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement
9	13	Select California State Court Cases Awarding Attorneys' Fee of 33% or Above
10	14	Select Federal Court Cases Awarding Attorneys' Fee of 33% or Above
11	15	<i>In re FireEye, Inc. Sec. Litig.</i> , No. 1-14-CV-266866 (Santa Clara Cnty. Super. Ct. Aug. 7, 2017)
12	16	<i>Ammari Electronics v. Pacific Bell Directory</i> , No. RG05198014 (Alameda Sup. Cnty. Ct. Jan. 5, 2014)
13	17	<i>Beaver Cty. Employees Ret. Fund, et al. v. Cyan, Inc.</i> , No. CGC-14-538355 (San Francisco Cnty. Super. Ct. Aug. 8, 2019)
14	18	<i>Lavinsky v. City of Los Angeles</i> , No. BC542245 (Los Angeles Cnty. Super. Ct. Sept. 6, 2019)
15	19	<i>Willey v. Techtronic Industries North Am., Inc.</i> , No. RG16806307 (Alameda Cnty. Super. Ct. Aug. 4, 2017)
16		
17	20	<i>Ellis v. Google, LLC</i> , No. CGC-17-561299 (San Francisco Cnty. Super. Ct. Oct. 25, 2022)
18	21	<i>Eck v. City of Los Angeles</i> , BC577028 (Los Angeles Cnty. Super. Ct. Feb. 26, 2018)
19	22	<i>Engquist v. City of Los Angeles</i> , BC591331 (Los Angeles Cnty. Super. Ct. Dec. 8, 2020)
20	23	<i>Mollner v. City of Los Angeles</i> , No. 22STCV32888 (Los Angeles Cnty. Sup. Ct. Aug. 29, 2023)
21	24	<i>Dreher v. City of Los Angeles Dept. of Water and Power</i> , No. 19STCV07272 (Los Angeles Super. Ct. Mar. 17, 2023)
22		
23	25	<i>In re Micro Focus Intern'l PLC Sec. Litig.</i> , No. 18CIV01549 (San Mateo Super. Ct. July 27, 2023)
24	26	<i>Canela v. Helix Electric, Inc.</i> , No. BC721327 (Los Angeles Cnty. Super. Ct. June 6, 2023)
25	27	<i>In re Sunrun, Inc. S'holder Litig.</i> , No. CIV538215 (San Mateo Super. Ct. Dec. 14, 2018)
26	28	Excerpt from Janeen McIntosh, Svetlana Starykh, and Edward Flores, <i>Recent Trends in Securities Class Action Litigation: 2022 Full-Year Review</i> (NERA Jan. 24, 2023)
27		
28		

DECL. OF JONATHAN M. ROTTER ISO: (1) PLTFS' MOT. FOR FINAL APPROVAL; AND (2) PLTFS' COUNSEL'S MOT. FOR ATTY'S FEES, REIMB. OF EXPENSES & SERVICE AWARDS

29	Chart of Law Firm Billing Rates
30	Oct. 11, 2023 Message from Judge Rice

HISTORY OF THE LITIGATION

2. On May 4, 2017, Plaintiff Adam Hoffman submitted a government claim to the city of Los Angeles (“City”) on behalf of himself and all similarly situated residential sewer service charge customers of the City, which asserted, *inter alia*, that the City overbilled for residential sewer service charges by manipulating the Dry Winter Compensation Factor (“DWCF”).

3. On August 15, 2017, Plaintiff Hoffman filed a class action complaint, asserting claims for Money Had and Received; Quasi-Contract; Breach of Contract; Breach of Mandatory Duties; and Declaratory and Injunctive Relief. On February 20, 2018, Plaintiff Hoffman and plaintiff Samuel Jason (collectively, “Plaintiffs”) filed the first amended complaint (“FAC”), which asserted the same claims as the initial complaint and added a claim for an Accounting. The core allegations of the initial complaint and FAC are as follows:

The City’s residential sewer charge structure is based on volume, but residential properties do not have sewer meters. Thus, the City bases customers’ sewer bills on their incoming water meter reads during the rainy season, when total water use is closest to indoor use (which enters the sewer system). However, Southern California often experiences dry winters with little rain, which requires residents to use water for outdoor irrigation even in the rainy season. To ensure that customers’ sewer service charges reflect the volume of sewage that they generate, and not a greater amount that would be caused by including water used for outdoor irrigation, the City implemented the DWCF.

Under the Los Angeles Municipal Code (“LAMC”), § 64.41.01(g) and the City’s Rules & Regs., § 4(a)(3), the DWCF is calculated each fiscal year, and is a number between 0 and 1, which must be based on past and present precipitation, water consumption, sewage flows, and any other pertinent data, which is then factored into customers’ sewer bills.

1 Plaintiffs alleged that the City improperly inflated the DWCF and did not base its
2 calculation of the DWCF on the required factors, resulting in overcharges. Plaintiffs' claim for
3 Money Had and Received was premised on the City's allegedly improper sewer service
4 overcharges and retention of those overcharges, and Plaintiffs claimed an Accounting was
5 required to determine the amounts overcharged and due back to ratepayers. Further, Plaintiffs
6 sought a declaration of rights concerning the proper calculation of the DWCF in accordance with
7 the LAMC/Rules & Regs.

8 4. Following the filing of the FAC, the Parties began discovery.

9 5. On April 23, 2018, Defendant filed a demurrer to the FAC, which—following
10 briefing and in-person oral argument—the Court granted in part and denied in part on August 10,
11 2018. The Court sustained the demurrer as to the claims for Breach of Mandatory Duty, Breach of
12 Contract, and Quasi-Contract without leave to amend, and overruled the demurrer as to the claims
13 for Money Had and Received and an Accounting.

14 6. Following the Court's ruling on Defendant's demurrer to the FAC, the Parties
15 engaged in additional significant discovery, and on August 2, 2019, the City moved for summary
16 adjudication on each of Plaintiffs' remaining claims. Following full briefing and in-person oral
17 argument, on December 13, 2019, the Court denied the City's motion for summary adjudication in
18 its entirety.

19 7. On March 30, 2020, Plaintiffs filed a motion for leave to amend the FAC to include
20 a claim for violations of the procedural and substantive requirements of Cal. Const., art. 13 D, § 6
21 ("Prop. 218"), which, after briefing and in-person oral argument, the Court granted on June 22,
22 2020.

23 8. On June 23, 2020, Plaintiffs filed the operative second amended complaint (the
24 "SAC"), which asserted claims for Money Had and Received; Violation of Cal. Const., art. 13 D,
25 § 6, Declaratory Relief, and an Accounting. The SAC added allegations that the City had failed to
26 demonstrate compliance with certain of Prop. 218's procedural and substantive requirements.

27 Under Prop. 218's procedural requirements, the City is required to issue a notice and hold
28 a hearing prior to increasing rates for sewer services (Cal. Const., art. 13 D, § 6(a)(1)-(2)).

1 Plaintiffs asserted that the City, by inflating the DWCF, enacted sewer service rate increases each
2 year without issuing notices and holding hearings, as required by Prop. 218.

3 Under Prop. 218's substantive requirements, revenues derived from sewer service charges
4 shall not be used for any purpose other than that for which the charge was imposed (Cal. Const.,
5 art. 13 D, §6(b)(2)), and sewer service charges cannot be imposed for general governmental
6 services (Cal. Const., art. 13 D, § 6(b)(5)). Plaintiffs alleged that the City improperly used sewer
7 service charge revenue for general governmental services.

8 9. On July 28, 2020, Defendant filed a demurrer to the SAC. After briefing and in-
9 person oral argument, the Court denied Defendant's demurrer to the SAC in its entirety on August
10 25, 2020. On September 4, 2020, Defendant answered the SAC.

11 10. Before trial, Plaintiffs took seven depositions of Defendant's former and current
12 employees involved in setting the DWCF; served and obtained responses to eleven sets of requests
13 for production plus a supplemental request; served and obtained responses to four sets of
14 interrogatories; served and obtained responses to two sets of requests for admission; obtained
15 through production, investigation, and Public Records Act requests approximately 1.8 million
16 pages of documents; and responded to multiple sets of requests for production, interrogatories, and
17 requests for admission propounded by Defendant. Plaintiffs conducted a thorough review,
18 including with the assistance of an expert who had over four decades of experience in hydrology
19 and environmental engineering (Charles R. Dutil, II, P.E., D.F.E.), of the material obtained to
20 determine the evidence to be presented at trial. Mr. Dutil further assisted Plaintiffs in designing
21 an appropriate methodology for calculating the DWCF.

22 11. On February 8, 9 and 22, 2021, and March 18, 2021, the Court held a Phase 1
23 bench trial on the lawfulness of the DWCF under the LAMC/Rules & Regs. and Prop. 218's
24 procedural requirements. At trial, the Parties presented opening statements, seven witnesses were
25 examined, and significant documentary evidence was presented. On June 30, 2021, the Court
26 issued its Statement of Decision in favor of Plaintiffs, finding that the DWCF was arbitrary and
27 capricious, and that the City had violated Cal. Const., art. 13 D, §6(a)(1)-(2).

28

1 Thereafter, Plaintiffs’ Counsel drafted, and the Parties engaged in lengthy negotiations over, the
2 long-form settlement agreement and its exhibits. The Stipulation was executed by the Parties on
3 April 20, 2023.

4 16. After the lengthy process that led to finalization of the Settlement, Plaintiffs’
5 Counsel prepared and filed an unopposed Motion for Preliminary Approval on April 21, 2023,
6 which included voluminous supporting declarations and exhibits. On or about May 10, 2023, the
7 Court issued a tentative decision on the Motion for Preliminary Approval, which requested
8 additional information on several issues. Plaintiffs’ Counsel filed a supplemental brief, including
9 additional declarations in support thereof, on May 30, 2023. The Court then granted the Motion
10 for Preliminary Approval on June 8, 2023, and entered an order preliminarily approving the
11 settlement on that same day which inadvertently did not properly reflect the Court’s order.
12 Accordingly, the Court vacated its June 8, 2023, order and entered an amended Order
13 Preliminarily Approving Settlement and Providing for Notice on June 12, 2023 (the “Preliminary
14 Approval Order”).

15 17. After the Court entered the Preliminary Approval Order, Plaintiffs’ Counsel
16 worked closely with the Claims Administrator to supervise dissemination of notice to the Class
17 Members. These efforts included review and editing of the language and format of the settlement
18 website (<https://www.lasewerchargesettlement.com/> (the “Settlement Website”)), Postcard Notice,
19 Long Form Notice, and—although not mandated by the Preliminary Approval Order—banner
20 advertisements, in both English and Spanish. Plaintiffs’ Counsel also responded to dozens of
21 Class Member calls and emails and worked with the Claims Administrator to monitor exclusion
22 requests and objections, and to ensure prompt and appropriate responses to each Class Member
23 inquiry regarding the Settlement. Plaintiffs’ Counsel worked closely with the Claims
24 Administrator in efforts to maximize the claims submission rate, which included extending the
25 deadline for claim submission by more than one additional month, from September 24, 2023, to
26 October 31, 2023, and running the aforementioned banner advertisements in Spanish on the
27 websites for La Opinion, LA Times Espanol, and on other websites by utilizing Google Display
28 Networks in October 2023 before the extended claims filing deadline.

1 **EXPERIENCE AND VIEWS OF COUNSEL**

2 18. Plaintiffs’ Counsel undertook substantial risk in litigating this novel and complex
3 case over the course of more than five years on a contingency basis. Plaintiffs’ Counsel, GPM,
4 has extensive experience litigating class actions and other complex matters in state and federal
5 courts throughout the country. Indeed, the firm’s attorneys have recovered billions of dollars for
6 injured consumers, shareholders, and employees. *See* Ex. 7-C (GPM firm resume).

7 19. Based on Plaintiffs’ Counsel’s analysis of the materials and information obtained in
8 discovery, their extensive legal and factual research, significant experience in complex litigation,
9 and insights gained in the mediation process, Plaintiffs’ Counsel were able to intelligently analyze
10 the strengths and weaknesses of their claims. Based on this analysis, Plaintiffs’ Counsel believe
11 the Settlement to be fair, adequate and reasonable, and in the best interests of the Class.
12 Moreover, Plaintiffs, who were very much involved in the litigation process, believe that the
13 Settlement is an excellent result and should be approved. *See* Ex. 2, ¶8; Ex. 3, ¶8.

14 20. While Plaintiffs and their counsel strongly believe in the merits of their case, they
15 also recognize the inherent, significant risks of continued litigation and recognize the benefits of
16 the Class receiving a benefit promptly as opposed to risking an unfavorable decision on class
17 certification, at further phases of trial, or on an appeal that could take years to resolve. Indeed,
18 there are significant risks inherent in bringing cases against governmental entities, such as the
19 City. *See, e.g., Jordan v. California Dept. of Motor Vehicles*, 75 Cal.App.4th 449 (1999)
20 (affirming finding that smog impact fee violated the commerce clause, but reversing order that
21 required DMV to file refund claims on behalf of victims of unconstitutional fee, thereby depriving
22 the majority of payers the opportunity for a refund); *McCabe v. Snyder*, 75 Cal.App.4th 337
23 (1999) (denying plaintiff access to names and addresses of payors of unconstitutional DMV fee so
24 that she could file a class refund claim on their behalf and, among other things, prevent the tolling
25 of the statute of limitations); *Jordan v. California Dept. of Motor Vehicles*, 100 Cal.App.4th 431,
26 442-43 (2002) (affirming decision vacating arbitration attorneys’ fee award following commerce
27 clause violation on public policy grounds despite agreement with the DMV that provided “This
28 award shall be binding on all parties, and there is no right of appeal, collateral attack, or other

1 review.”). In the *Woosley v. State of California* litigation, what started as a seemingly
2 straightforward class action case against the DMV for a refund of vehicle fees spawned over three
3 decades of litigation, and after plaintiffs’ counsel expended more than 25,000 hours on the case,
4 finally resulted in the DMV issuing refunds to class members. See Gordon Dillow, *32-year DMV*
5 *battle finally ends*, ORANGE COUNTY REGISTER, June 17, 2008,
6 <https://www.ocregister.com/2008/06/17/32-year-dmv-battle-finally-ends/> (Ex. 4). And, as
7 indicated in a subsequent unpublished opinion in the *Woosley* matter, the State of California
8 contested attorney’s fees for more than a dozen years. See *Woosley v. State* (Cal. Ct. App., Apr.
9 24, 2017, No. B261454) 2017 WL 1437287, at *1 (“In this appeal, we again take up issues
10 presented by litigation that has persevered for nearly 40 years.”).

11 21. Even after prevailing in the Phase 1 trial, success was not a forgone conclusion, and
12 the City asserted that the Court’s Statement of Decision in favor of Plaintiffs was vulnerable on
13 appeal on multiple grounds, including that the DWCF was not a “fee” or “charge” pursuant to
14 Prop. 218. Without settlement, there was a real risk that the City would have appealed the Court’s
15 ruling on the first phase of trial, and the outcome of any appeal would have been uncertain and
16 could have taken years to resolve.

17 22. While Plaintiffs believe they had strong support for their claims for violations of
18 Prop. 218’s substantive requirements, Defendant asserted, and would continue to assert, that it did
19 not engage in such violations and that Plaintiffs’ claims were barred for failure to comply with the
20 Government Claims Act. While the outcome of a second phase of trial and potential appeals was
21 uncertain, there is no doubt that continued litigation and another trial would have been time
22 consuming, complex, and costly.

23 23. Moreover, absent settlement, Defendant would have opposed class certification on
24 the ground that Health & Saf. Code § 5472 barred Plaintiffs from recovering class-wide monetary
25 damages. Specifically, the City maintained that to obtain a refund of sewer fees, a fee payer must
26 follow the procedures under Health & Saf. Code § 5472, which require a challenger to
27 individually pay the fees under protest before initiating a lawsuit, and as such, Plaintiffs could not
28 seek refunds on behalf of a class of other residential sewer customers. California courts have

1 reached different conclusions on similar questions regarding class-wide refunds on utility
2 overcharges, with some concluding that Health & Saf. Code § 5472 bars class-wide refunds for
3 overcharges. *See, e.g., Los Altos Golf and Country Club v. Cnty. Of Santa Clara* (2008) 165
4 Cal.App.4th 198, 205 (sustaining, based on Health & Saf. Code § 5472, demurrer to sewer charge
5 refund class action); *cf. Cnty. of Los Angeles v. Super. Ct.* (2008) 159 Cal.App.4th 353, 357 (in
6 case not involving Health & Saf. Code § 5472, declining “to follow overbroad language in other
7 Court of Appeal opinions stating that class action claims are not allowed in any tax refund
8 litigation.”). And in fact, in two recent cases decided after settlement was reached here, Defendant
9 *won* the argument that Health & Saf. Code § 5472 barred Plaintiffs from recovering class-wide
10 monetary damages. *See Mollner v. City of Los Angeles*, No. 22STCV32888, slip op. (Los Angeles
11 Cnty. Sup. Ct. Aug. 29, 2023) (striking class action allegations for refund pursuant to Health and
12 Safety Code section 5472) (Ex. 23); *Dreher v. City of Los Angeles Dept. of Water and Power*, No.
13 19STCV07272, slip op. at p.61 (Los Angeles Super. Ct. Mar. 17, 2023) (“Because the court finds
14 that the pay under protest provisions of [Health and Safety Code] section 5472 apply, and neither
15 Petitioners individually nor purported class members complied with these provisions, Petitioners
16 are barred from any recovery of past charges.”) (Ex. 24). As such, there was a very real risk that
17 absent settlement, Plaintiffs would not have been able to recover monetary damages on a class-
18 wide basis. Further, even if Plaintiffs had succeeded in certifying a class, there is always a risk of
19 decertification. *See, e.g., In re Omnivision Tech., Inc.*, 559 F. Supp. 2d 1036, 1041 (N.D. Cal.
20 2008) (even if a class is certified, “there is no guarantee the certification would survive through
21 trial, as Defendants might have sought decertification or modification of the class.”).

22 24. Plaintiffs’ Counsel also bore the risk that no recovery would be achieved. As
23 discussed above, from the outset, this case presented multiple risks and uncertainties that could
24 have prevented any recovery whatsoever. Plaintiffs’ Counsel know from personal experience that
25 despite the most vigorous and competent of efforts, success in contingent litigation is never
26 assured. For example, GPM lost a six-week antitrust jury trial in the Northern District of
27 California after five years of litigation, which included many overseas depositions, the expenditure
28 of millions of dollars of attorney and paralegal time, and the expenditure of more than a million

1 dollars in hard costs. *See In re: Korean Ramen Antitrust Litigation*, Case No. 3:13-cv-04115
2 (N.D. Cal.). In a securities fraud class action GPM filed in 2016, GPM conducted extensive
3 motion practice and discovery for several years, including expert discovery involving computer
4 programing and large dataset analysis; the court denied class certification in 2021, which GPM
5 appealed unsuccessfully, and then GPM lost on a renewed motion for class certification; the case
6 ultimately closed in 2023. *See Crago v. Charles Schwab & Co., Inc.*, Case No. 3:16-cv-03938-RS
7 (N.D. Cal.). Plaintiffs’ Counsel also litigated a securities class action in the Southern District of
8 New York for approximately five years, and after surviving a motion to dismiss, successfully
9 obtaining class certification and undertaking significant discovery efforts, which included
10 depositions throughout the U.S. and in the U.K. and substantial document review, summary
11 judgment was entered for defendants, and the judgment was affirmed on alternative grounds on
12 appeal to the Second Circuit. *Gross v. GFI Grp., Inc.*, 784 F. App’x 27, 29 (2d Cir. 2019). Put
13 another way, complex litigation is uncertain, and success in cases like this one is never guaranteed.

14 **THE SETTLEMENT BENEFITS**

15 25. The Settlement provides substantial monetary and non-monetary remedial relief to
16 the Class. The Settlement Amount is non-reversionary (*i.e.*, it is not “claims made”). Upon the
17 Effective Date, no amount of the Settlement Fund will revert to Defendant.

18 26. With respect to monetary relief, the Settlement provides for the creation of a
19 Settlement Fund of \$57.5 million (plus accrued interest), which represents a significant recovery
20 for the Class. Indeed, based on data disclosed in the LADWP 2020 Urban Water Management
21 Plan, Plaintiffs’ Counsel estimates that total damages would be \$70.5 million. Under these
22 circumstances, the \$57.5 Settlement Amount equates to a recovery of approximately 82%, before
23 considering the cash value of the ongoing non-monetary relief.²

24 27. Plaintiffs’ Counsel cannot provide individual figures for each specific Class
25 Member’s monetary recovery because the benefits depend on the amount of residential sewer

26 ² At the time of trial, only the 2015 Urban Water Management Plan, which contained data from
27 prior to the Settlement Class Period, was available. The 2020 Urban Water Management Plan,
28 released later, contained data covering the Settlement Class Period, and Plaintiffs’ Counsel’s
estimates of total damages are based on this data for that reason.

1 service charges incurred by each account during the Settlement Class Period (*i.e.*, May 4, 2016,
2 through June 30, 2022, inclusive), which is also the primary factor in the amount of damages
3 experienced by each Class Member. Moreover, because the Net Settlement Fund will be
4 distributed to Authorized Claimants on a pro rata basis based on the relative size of their
5 Recognized Claims (determined based on the fiscal year overcharges in the Court’s June 30, 2021
6 Statement of Decision), individual Distribution Amounts cannot be determined until the claims
7 administration process is concluded. As indicated in the Nordskog Decl. (¶27), however, the
8 estimated average gross monetary award for each Class Member before any deductions are made
9 for attorney fees, litigation and administration expenses, and any tax liability associated with the
10 fund, is \$107.00. Plaintiffs will provide updated figures in their reply brief in support of final
11 approval of class action settlement.

12 28. Regarding the Non-Monetary Remedial Relief provided by the Settlement, starting
13 in the 2022-2023 fiscal year, the City began implementing a methodology to calculate the DWCF
14 based on the model used by Plaintiffs’ expert at the first phase of trial, updated based on data
15 disclosed in the LADWP 2020 Urban Water Management Plan. Plaintiffs’ Counsel believes this
16 new methodology has prevented and will prevent DWCF overcharges in the future, constitutes a
17 100% recovery rate from FY 2022-2023 forward, and has saved and will save ratepayers
18 approximately \$11.4 million per year.

19 29. Additionally, the City has agreed to abide by specific timelines for returning related
20 costs overpayments to the SCM Fund. The City will perform the related costs reconciliation and
21 return any monies due under the reconciliation to the SCM Fund as soon as reasonably practicable
22 after the close of each fiscal year. The reconciliation will be performed for all departments
23 receiving over \$2 million annually in related costs from the SCM Fund. The City will include
24 pension contributions in the overpayment reconciliation and ensure that rebates from the Los
25 Angeles City Employees Retirement System are allocated back to the SCM Fund in proportion to
26 the SCM Fund’s pension contribution expenditures. For each of the three fiscal years following
27 the Effective Date of the Settlement, the City will provide a declaration under penalty of perjury at
28

1 the end of each fiscal year to Plaintiffs' Counsel by no later than January 31, confirming that it has
2 complied with each of the provisions of the non-monetary remedial relief under the Settlement.

3 30. The new DWCF methodology has already been implemented, resulting in an
4 estimated \$11.4 million savings for the 2022-2023 fiscal year and ongoing similar savings for
5 2023-2024. Thus, as of the Final Approval hearing, Plaintiffs' Counsel believe the Settlement will
6 have has provided a *minimum* benefit of approximately \$74.6 million to the Class. And, as stated,
7 the Settlement will provide additional significant monetary benefits in the future, averaging \$11.4
8 million per year through the revised DWCF methodology, and the avoidance of rate increases
9 flowing from the City's treatment of related costs overpayments.

10 **NOTICE TO THE CLASS**

11 31. Notice was provided to the Class as set forth in detail in the Declaration of Eric
12 Nordskog Regarding the Notice Plan (*see* Declaration of Jonathan M. Rotter in Support of
13 Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, Ex. 3) and the
14 Supplemental Declaration of Eric Nordskog Regarding the Notice Plan ("Supp. Nordskog Decl.")
15 (*see* Supplemental Declaration of Jonathan M. Rotter in Support of Plaintiffs' Unopposed Motion
16 for Preliminary Approval of Class Action Settlement ("Supp. Rotter Decl."), Ex. 3) and in
17 accordance with the Court's Preliminary Approval Order.

18 32. In the Preliminary Approval Order (¶7), the Court set forth the procedure and date
19 by which Class Members could opt-out of the Settlement. This information was provided to Class
20 Members via the Notice and is posted on the Settlement Website dedicated to this case. *See*
21 Nordskog Decl., ¶13. The opt-out date and an explanation of how to get additional information on
22 requesting exclusion is also contained in the Postcard Notice and Email Notice that were
23 disseminated in accordance with the Court-approved Notice Plan. Nordskog Decl., ¶¶6-7.

24 **ATTORNEYS' FEES AND EXPENSES**

25 33. The Settlement provides that Plaintiffs' Counsel may apply to the Court for an
26 award of attorneys' fees in an amount not to exceed 33½% of the Settlement Fund, plus
27 reimbursement of Litigation Expenses not to exceed \$600,000, both of which will be paid from the
28 Settlement Fund. Plaintiffs' Counsel undertook representation in this Action on a fully contingent

1 basis, with compensation and reimbursement of costs and expenses completely dependent on
2 providing a benefit to the Class.

3 34. Plaintiffs' Counsel request an award of attorneys' fees in the amount of 33⅓% of
4 the Settlement Fund (*i.e.*, \$19,166,666, plus interest earned thereon). GPM was involved in all
5 aspects of the Action and its settlement, as set forth in this declaration. As set forth in Plaintiff's
6 Counsel's Memorandum of Points and Authorities in Support their Motion for an Award of
7 Attorneys' Fees, Reimbursement of Litigation Expenses and Class Representative Service
8 Awards, Plaintiffs' Counsel believe their fees are well-deserved given, among other things, the
9 excellent result achieved for the Settlement Class, the fully contingent nature of the litigation, the
10 riskiness of the case, and their hard-fought prosecution of this case for nearly six and a half years,
11 including prevailing on summary judgment and at trial.

12 35. In sum, the total number of hours spent by Plaintiffs' Counsel rendering services
13 through November 10, 2023, were 11,574.70, multiplied by the current hourly rates of the
14 attorneys and other professionals equals a lodestar of \$6,993,376.00.³ The following is a chart of
15 lodestar amounts for Plaintiffs' Counsel:

FIRM	HOURS	LODESTAR
Glancy Prongay & Murray LLP	11,554.50	6,973,681.00
Bird Marella	20.20	19,695.00
TOTAL	11,574.70	6,993,376.00

19
20 36. These amounts do not include the additional time that GPM has spent in preparing
21 the Motion for an Award of Attorneys' Fees, Reimbursement of Litigation Expenses and Class
22 Representative Service Awards, or the supporting papers. Plaintiffs' Counsel will also expend
23 additional time and effort monitoring the City's compliance with the Non-Monetary Remedial
24

25 ³ Plaintiffs were represented by two firms in this Action, GPM and Bird Marella Boxer Wolpert
26 Nessim Dooks Lincenberg & Rhow P.C. ("Bird Marella"). Because the vast majority of work in
27 the Action was performed by GPM, references to "lodestar" or "Plaintiff's Counsel's lodestar"
28 refer to the combined lodestar of GPM (\$6,973,681.00) and Bird Marella (\$19,695). References
to hours worked by Class Counsel mean, collectively, the 11,554.40 hours worked by GPM, and
the 20.20 hours of work by Bird Marella.

1 Relief under the Settlement going forward; for each of the three fiscal years following the
2 Effective Date, the City will provide confirmation that it has complied with each of the provisions
3 of the Non-Monetary Remedial Relief. As such, Plaintiffs' Counsel expects to incur additional
4 lodestar in the future.

5 37. The work done by Plaintiffs' Counsel in this case includes, *inter alia*:

- 6 • initial factual investigation;
- 7 • conducting extensive legal research regarding Plaintiffs' claims and
8 Defendant's defenses;
- 9 • researching, drafting and serving two Government Claims Act claims on the
10 City;
- 11 • researching, drafting, and filing an initial complaint and the FAC;
- 12 • researching, drafting, and filing an opposition to Defendant's demurrer to the
13 FAC, and engaging in in-person oral argument on Defendant's demurrer, after
14 which the Court sustained in part and denied in part Defendant's demurrer;
- 15 • researching, drafting, and filing an opposition to Defendant's motion for
16 summary adjudication and engaging in in-person oral argument on Defendant's
17 motion for summary adjudication, after which the Court denied Defendant's
18 motion for summary adjudication in its entirety;
- 19 • conducting additional research and investigation and drafting Plaintiffs'
20 proposed second amended complaint;
- 21 • researching, drafting, and filing Plaintiffs' motion for leave to file a second
22 amended complaint;
- 23 • researching, drafting, and filing a reply brief in support of Plaintiffs' motion for
24 leave to file a second amended complaint, and engaging in in-person oral
25 argument on Plaintiffs' motion for leave to file a second amended complaint,
26 after which the Court granted Plaintiffs' motion in its entirety and Plaintiffs
27 filed the SAC;
- 28 • researching, drafting, and filing an opposition to Defendant's demurrer to the
SAC and engaging in in-person oral argument on Defendant's demurrer, after
which the Court denied Defendant's demurrer in its entirety;
- researching, drafting, and filing substantive briefs on complex issues of law,
including briefing on Plaintiffs' entitlement to a jury trial, and the proposed
statement of decision following the Phase 1 trial;
- serving and obtaining responses to Plaintiffs' discovery requests to the City,
including 11 sets of requests for production, and one supplemental request for
production, 4 sets of special interrogatories, 2 sets of form interrogatories, and 2
sets of requests for admission;
- serving four deposition subpoenas;

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

- responding and objecting to Defendant’s discovery requests to Plaintiffs, including 2 sets of requests for admission, 2 sets of requests for production, 1 set of special interrogatories, and 2 sets of form interrogatories;
- review and production of documents responsive to the City’s discovery requests to Plaintiffs;
- conducting a targeted review and analysis of the approximately **1.8 million pages** of documents that the City produced in response to Plaintiffs’ requests for production and Public Records Act requests;
- taking the depositions of 7 current and former City employees involved in setting the DWCF;
- taking the depositions of 4 individuals designated by the City as the persons most knowledgeable on topics relevant to Plaintiffs’ claims for violations of Prop. 218’s substantive prongs;
- engaging in extensive meet and confer efforts with respect to both sides’ discovery requests and responses;
- researching and briefing various discovery issues for the Court and attending an in-person informal discovery conference;
- retaining and working with experts in hydrology and environmental engineering to assist in analyzing the City’s DWCF methodology, reviewing the evidence obtained in discovery regarding the DWCF methodology, and to design an appropriate methodology of calculating the DWCF;
- retaining and working with accounting experts to assist with review of highly technical financial evidence obtained in discovery on Plaintiffs’ claims for violations of Prop. 218’s substantive prongs and in designing appropriate remedial relief to address the City’s violations of Prop. 218’s substantive prongs;
- attending all court hearings;
- researching, drafting, and filing numerous pre-trial documents in advance of the Phase 1 trial, including an opposition to Defendant’s motion in limine to exclude the testimony and opinions of Plaintiffs’ expert, Mr. Dutill, and extensive pre-trial preparations;
- conducting a four-day bench trial, which included opening statements, direct and cross-examination of 7 witnesses at trial, and presentation of substantial documentary evidence;
- engaging in an unsuccessful mediation overseen by a highly experienced third-party mediator, Hon. Charles (“Tim”) McCoy, Jr. (Ret.) of JAMS, which involved an exchange of written submissions concerning the facts of the case, liability and damages, and a full-day virtual mediation session;
- engaging in months of follow-up negotiations with Judge McCoy and Defendant following the unsuccessful mediation that ultimately resulted in the Parties reaching an agreement in principle to settle the Action;

- 1 • client communications throughout the litigation and settlement process;
- 2 • preparing the initial drafts and negotiating the terms of the Stipulation,
3 including the exhibits thereto, and the Supplemental Agreement;
- 4 • drafting the preliminary approval motion and supporting papers, including the
5 supplemental submission;
- 6 • working with the Court-appointed Claims Administrator to finalize and
7 disseminate notice to the Settlement Class;
- 8 • responding to Class Member inquiries; and
- 9 • drafting the final approval motion and supporting papers.

8 38. The schedules attached hereto as Exs. 7-A and 5-A are summary charts indicating
9 the amount of time spent by attorneys and professional support staff of my firm and Bird Marella
10 who, from inception of the Action through and including November 10, 2023, billed ten or more
11 hours to the Action, and the lodestar calculation for those individuals based on my firm's current
12 billing rates. For personnel who are no longer employed by my firm, the lodestar calculation is
13 based upon the billing rates for such personnel in their final year of employment by my firm. The
14 schedule was prepared from contemporaneous daily time records regularly prepared and
15 maintained by my firm. ***Plaintiffs' Counsel have not submitted billing records to the Court as***
16 ***the Court specifically indicated that such submission was not required if Plaintiffs' Counsel***
17 ***were not seeking fees in excess of 1/3 of the Settlement Fund.***⁴

18 39. Attached hereto as Exs. 7-C and 5-B are GPM and Bird Marella's firm resumes,
19 including biographies of the attorneys in the firms who were involved in this litigation. GPM's
20 rates have been approved by numerous other courts as reasonable for contingency representations
21 in the context of a lodestar cross-check.

22 40. My firm's lodestar figures are based upon the firm's billing rates, which rates do
23 not include charges for expense items. Expense items are billed separately, and such charges are
24 not duplicated in my firm's billing rates.

25
26
27
28 ⁴ See Ex. 30, Oct. 11, 2023 Message from Judge Rice.

1 41. GPM also requests reimbursement for reasonable expenses incurred in litigating
2 this case, totaling \$461,729.60.⁵ The following is a breakdown by category of all expenses for
3 which reimbursement is sought:

CATEGORY OF EXPENSE	AMOUNT PAID
COURIER AND SPECIAL POSTAGE	1,126.31
COURT FEES	7,118.30
DOCUMENT MANAGEMENT	35,174.26
EXPERTS - ACCOUNTING	114,549.00
EXPERTS - HYDROLOGY/WATER SYSTEMS/ENGINEERING	164,245.50
MEDIATORS	7,450.00
ONLINE RESEARCH	36,824.77
PHOTOIMAGING	148.61
SERVICE OF PROCESS/COURT COPIES	6,400.12
TELEPHONE	297.75
TRANSCRIPTS	71,452.99
TRAVEL AUTO	304.76
TRAVEL PARKING	266.18
TRIAL SUPPORT	16,371.05
Grand Total	461,729.60

16
17 42. The Postcard Notice and long-form Notice informed potential Settlement Class
18 Members that Plaintiffs' Counsel would seek reimbursement of Litigation Expenses in an amount
19 not to exceed \$600,000. The total amount requested, \$461,729.60, falls well below the \$600,000
20 that Settlement Class Members were advised could be sought.

21 43. The expenses incurred in this Action are reflected on the books and records of my
22 firm. These books and records are prepared from expense vouchers, check records, and other
23 source materials and are an accurate record of the expenses incurred. The expenses reflected in
24 Ex. 7-B are the expenses actually incurred by my firm—there is no “markup” and they are billed
25 at cost.

26
27 ⁵ The only expenses for which reimbursement is being sought were incurred by GPM. Bird
28 Marella is not seeking the reimbursement of any expenses.

1 research and consulting on specified appellate issues. Any attorneys' fees awarded by the Court
2 will be divided between the two firms pursuant to a fee sharing agreement, which provides that
3 each firm will be compensated from the common fund fee award, if any, based on the amount
4 work and billable time each firm spent on the case. Any award of expenses will be allocated to
5 GPM, the firm that actually incurred them. In conjunction with Plaintiffs' Counsel's Motion for
6 an Award of Attorneys' Fees, Reimbursement of Litigation Expenses and Class Representative
7 Service Awards, Bird Marella has submitted a declaration detailing its contribution to the
8 litigation, as well as its lodestar. *See* Ex. 5. Plaintiffs Adam Hoffman and Samuel Jason have
9 provided written approval of this fee-sharing agreement.

10 **CLASS REPRESENTATIVE SERVICE AWARDS**

11 50. The Settlement provides that Plaintiffs' Counsel may apply for Service Awards in
12 an amount not to exceed \$25,000 per Plaintiff to be paid from the Settlement Fund in recognition
13 of Plaintiff Hoffman's and Plaintiff Jason's contributions on behalf of the Class. As set forth in
14 Plaintiffs' Counsel's Memorandum in Support of Motion for an Award of Attorneys' Fees,
15 Reimbursement of Litigation Expenses and Class Representative Service Awards, Plaintiffs seek
16 \$15,000 per Plaintiff to be paid from the Settlement Fund in recognition of each Plaintiff's
17 contributions on behalf of the Class.

18 51. As set forth in greater detail in Plaintiffs' declarations (Exs. 2 & 3), both Plaintiff
19 Hoffman and Plaintiff Jason have devoted at least 50-60 hours each to this Action over a period of
20 five to six years. Plaintiffs, *inter alia*, supervised and regularly communicated with counsel
21 regarding the progress of the case, reviewed significant pleadings, responded to numerous sets of
22 written discovery, and participated in the trial and settlement process. Plaintiffs' Counsel believe
23 that the Service Awards are well-justified in these circumstances.

24 **OBJECTIONS AND OPT-OUTS**

25 52. To date, no Class Member has objected to the requested' attorneys' fees, service
26 payments, or the maximum amount of expenses set forth in the Postcard Notice and Notice. Only
27 one Class Member has objected to the Settlement (on other grounds), and three Class Members
28 have requested to be excluded from the Settlement.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 15 day of November, 2023, at Los Angeles, California.

s/ Jonathan M. Rotter
Jonathan M. Rotter

PROOF OF SERVICE BY ELECTRONIC POSTING

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

I, the undersigned say:

I am not a party to the above case, and am over eighteen years old. On November 15, 2023, I served true and correct copies of the foregoing document, by posting the document electronically to One Legal File&Serve, for receipt electronically by the parties listed on the Court’s Service List.

I affirm under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 15, 2023, at Los Angeles, California.

s/ Jonathan M. Rotter
Jonathan M. Rotter

EXHIBIT 1

1 KEVIN F. RUF (#136901)
JOSEPH D. COHEN (#155601)
2 JONATHAN M. ROTTER (#234137)
3 NATALIE S. PANG (#305886)
GLANCY PRONGAY & MURRAY LLP
4 1925 Century Park East, Suite 2100
Los Angeles, California 90067
5 Telephone: (310) 201-9150
Email: info@glancylaw.com
6

7 *Attorneys for Plaintiffs*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

10
11 ADAM HOFFMAN, and SAMUEL JASON,
Individually and on Behalf of All Others
12 Similarly Situated,

13 Plaintiffs,

14 v.

15 CITY OF LOS ANGELES,

16 Defendant.
17
18
19
20
21
22
23
24
25
26
27
28

Case No. BC672326

**DECLARATION OF ERIC NORDSKOG
REGARDING SETTLEMENT NOTICE
AND ADMINISTRATION**

Judge Stuart M. Rice

Date of Hearing: December 20, 2023

Time: 10:30 a.m.

Dept: SSC-1

Action Filed: August 15, 2017

1 I, ERIC NORDSKOG, declare as follows:

2 1. I am a Client Services Director with A.B. Data, Ltd. (“A.B. Data”).¹ The following
3 statements are based on my personal knowledge and information provided by other A.B. Data
4 employees working under my supervision, and if called on to do so, I could and would testify
5 competently thereto.

6 2. Pursuant to the Court’s Order Preliminarily Approving Settlement and Providing for
7 Notice dated June 12, 2023 (the “Preliminary Approval Order”), A.B. Data was authorized to act as the
8 Claims Administrator in connection with the Settlement of the above-captioned action (the “Action”).

9 3. Class Counsel previously filed with the Court my Declaration Regarding the Notice Plan
10 (dated April 20, 2023) and my Supplemental Declaration Regarding the Notice Plan (dated May 30,
11 2023). This additional Declaration is being filed to report on the implementation of the Notice Plan and
12 the administration of the Settlement.

13 **NOTICE LIST DATA**

14 4. On July 3, 2023, A.B. Data received a data file from the City of Los Angeles (the “City”),
15 which contained the contact information for 795,846 prospective Settlement Class Members. The file
16 was transferred via a file transfer portal that A.B. Data established to effectuate a secure transfer of this
17 data.

18 5. The data file also included the Los Angeles Department of Water and Power (“LADWP”)
19 account number associated with each record, as well as a determination as to whether the account was
20 active for sewer service with the City. Of the 795,846 total records, 527,594 records were associated
21 with active accounts (“Current Customer Class Members”), and 268,252 records were for inactive
22 accounts (“Former Customer Class Members”).

23
24
25 _____
26 ¹ All capitalized terms that are not otherwise defined herein shall have the meanings ascribed to them in
27 the First Amended Stipulation and Agreement of Settlement, dated May 30, 2023 (“First Amended
28 Stipulation”), attached as Ex. 1 to the Supplemental Declaration of Jonathan M. Rotter in Support of
Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement, filed on May 30,
2023.

1 **DIRECT NOTICE**

2 6. For Settlement Class Members where an email address was provided as part of the
3 contact information obtained from the City, A.B. Data provided notice via email (“Email Notice”). The
4 Email Notice provided details about the Action, the relevant deadlines, and a link to the Settlement
5 Website. A total of 275,699 Email Notices were sent to prospective Settlement Class Members
6 beginning on July 26, 2023. A copy of the Email Notice is attached hereto as Exhibit A.

7 7. For Settlement Class Members whose email address was not provided as part of the
8 contact information provided by the City, A.B. Data provided direct notice utilizing the Postcard Notice.
9 Prior to mailing the Postcard Notice, A.B. Data performed address research using the United States
10 Postal Service (“USPS”) National Change of Address (“NCOA”) database. In total, 39,152 records
11 were found to have updated address information, and A.B. Data added these updates accordingly. On
12 July 26, 2023, A.B. Data mailed the Postcard Notice via First-Class U.S. Mail to 520,147 prospective
13 Settlement Class Members. A copy of the Postcard Notice is attached hereto as Exhibit B.

14 8. Additionally, on September 26, 2023, A.B. Data sent both a reminder Email Notice and
15 a Postcard Notice to 15,802 Former Customer Class Members who had an email address on record and
16 who had not previously submitted a Claim.

17 9. As of the date of this Declaration, A.B. Data has tracked 3,420 Postcard Notices as
18 undeliverable. Of this total, 41 Postcard Notices were promptly forwarded to updated addresses
19 provided by the USPS. For the remaining undeliverable Postcard Notices, A.B. Data conducted advance
20 address research utilizing a third-party subscription service and received an updated address for 2,698
21 records. Postcard Notices were promptly mailed to these 2,698 updated addresses.

22 10. A total of 254,636 emails were successfully delivered. For the remaining 21,063 records,
23 A.B. Data mailed a copy of the Postcard Notice using the contact information provided by the City.

24 11. In total, A.B. Data has successfully disseminated a Postcard Notice or Email Notice or
25 both to 795,165 potential Settlement Class Members.

26 **DIGITAL NOTICE**

27 12. During the week of October 17, 2023 through October 23, 2023, A.B. Data caused a total
28

1 of 4,419,005 impressions to be delivered to targeted Spanish-speaking populations in the city of Los
2 Angeles. Impressions were delivered via the Google Display Network and through digital ads on the
3 website versions of *La Opinion*, a Spanish-language daily newspaper, and the *Los Angeles Times*
4 *Espanol*. In addition, an email blast was sent as part of the 3rd party subscription service to customers
5 of *La Opinion*. The digital ads and email contained a direct link to the Settlement Website. Examples
6 of the banner ads are attached as Exhibit C.

7 **SETTLEMENT WEBSITE**

8 13. On July 26, 2023, A.B. Data established the Settlement Website
9 (www.LASewerChargeSettlement.com), which is available in both English and Spanish. The
10 Settlement Website informs Settlement Class Members about the Action and Settlement, hosts copies
11 of relevant case documents (including, but not limited to, the Notice in English and Spanish, the Claim
12 Form in English and Spanish, the First Amended Stipulation, and the Preliminary Approval Order),
13 provides answers to frequently asked questions, and allows Settlement Class Members to submit claims
14 electronically using the online Claim filing portal, which is also available in English and Spanish.
15 Attached hereto as Exhibits D and E are true and correct copies of the Notice and Claim Form,
16 respectively.

17 14. As of the date of this Declaration, the Settlement Website has tracked 38,666 unique
18 visitors and 138,731 page views.

19 **TOLL-FREE NUMBER**

20 15. On July 26, 2023, A.B. Data launched a dedicated toll-free telephone number for
21 Settlement Class Members to call for information related to the Settlement. The line provides
22 information about the Settlement in English and Spanish and is available 24 hours a day, seven (7) days
23 a week. Settlement Class Members also have the ability to leave a voicemail for the Claims
24 Administrator, and a contact center agent responds to common questions and provides assistance.

25 16. As of the date of this Declaration, A.B. Data has received 8,104 total calls and 1,670
26 voicemails. A.B. Data has promptly responded to all phone calls and requests for information and/or
27 documents.

1 **REQUESTS FOR EXCLUSION**

2 17. Both the Postcard Notice and Email Notice informed Settlement Class Members that in
3 order to request exclusion from the Settlement, a Settlement Class Member must submit an exclusion
4 request by November 29, 2023, to the Claims Administrator. As of the date of this Declaration, A.B.
5 Data has received three (3) requests for exclusion. A list of the three (3) individuals who submitted an
6 exclusion request is attached hereto as Exhibit F, together with a redacted copy of each request. A.B.
7 Data will submit a supplemental declaration after the November 29, 2023, deadline addressing any
8 additional requests for exclusion received.

9 **OBJECTIONS RECEIVED**

10 18. The Postcard and Email Notices also informed Settlement Class Members that the
11 deadline to object to the Settlement is November 29, 2023. As of the date of this Declaration, A.B. Data
12 has received one (1) objection to the Settlement. A copy of the objection is attached hereto as Exhibit
13 G.

14 19. The objection focused on the \$10.00 minimum threshold to receive payment. Under the
15 terms of the Stipulation, if any Authorized Claimant's Distribution Amount calculates to less than
16 \$10.00 it will not be included in the calculation and no distribution will be made to such Authorized
17 Claimant. Any Distribution Amounts of less than \$10.00 will be included in the pool distributed to
18 those Settlement Class Members whose distribution amounts are \$10.00 or greater. *See* First Amended
19 Stipulation, ¶34 (discussing Plan of Allocation).

20 20. In A.B. Data's experience, a minimum payment is not unusual in claims administration
21 processes and has been used frequently in similar cases that A.B. Data has administered. A.B. Data
22 recommends the use of a \$10.00 minimum payment in this case given the disproportionate
23 administrative expense to the Settlement Fund associated with issuing small check to Class Members.
24 Indeed, payments of less than \$10.00 are economically impractical as compared to the cost to print and
25 mail the check, and recipients are less likely to cash their checks than are those claimants who receive
26 larger amounts. A.B. Data would, therefore, incur additional costs in contacting Class Members who
27 have not cashed their checks and urging them to do so. In addition, if the checks remain uncashed, the
28

1 money must be reallocated to the other Class Members through second or third distributions, which
2 create additional costs for the settlement fund.

3 **CLAIMS RECEIVED TO DATE**

4 21. As more fully explained in my Declaration Regarding the Notice Plan, Settlement Class
5 Members who have an active account for sewer service with the City do not have to take any action to
6 qualify for a payment. Payments for Current Customer Class Members will be made payable to the
7 account holder's name as listed in LADWP's records.

8 22. Former Customer Class Members were required to submit a Claim Form to receive a
9 cash payment from the Settlement. The Claim Form was to be submitted either online at the Settlement
10 Website or by obtaining a hard copy of the Claim Form and submitting the Claim by mail. Hard copies
11 of the Claim Form are available for download on the Settlement Website or can be mailed directly to
12 the Settlement Class Member upon request.

13 23. The initial Claim filing deadline was September 24, 2023. To stimulate claim rates, the
14 Parties agreed to extend the Claim filing deadline to October 31, 2023.

15 24. As of the date of this Declaration, A.B. Data has received a total of 9,759 Claims. The
16 Claim filing rate is slightly less than originally anticipated, but is still within a similar range of what
17 A.B. Data has experience in other consumer cases. Based on A.B. Data's experience, the transient
18 nature of the Former Customer Class Members—including the fact that many of the Former Customer
19 Class Members relocated up to seven (7) years ago, may have attributed to the lesser numbers. As set
20 forth above, the parties agreed to the extend the Claim filing deadline, utilized multiple address updating
21 services and, prior to the extension, Plaintiffs' Counsel authorized a digital media campaign that was
22 not provided for in the notice plan approved by the Court. A.B. Data does not believe there are any
23 further cost-effective methods to provide addition notice that would materially increase the claims rate.
24 Moreover, in total, approximately 536,350 (67%) Settlement Class Members will receive payments,
25 which in A.B. Data's experience is an outstanding result.

26 25. A.B. Data is currently validating the Claims submitted, confirming that each claim was
27 submitted by a Former Customer Class Member, and that the account information matches the
28

1 LADWP's records. For those Claims where the Claim data does not match the data previously provided
2 to A.B. Data by the City, A.B. Data has provided reports to the City containing the identification data
3 submitted with each Claim (the service address, account number (if provided), and the last 4 digits of
4 the Claimant's Social Security Number/Tax Identification Number and/or state issued identification
5 number/driver's license number). Where the City is unable to validate the Claimant's identification
6 within the LADWP's records, A.B. Data will mail a notice of deficiency to the Claimant. If the Claimant
7 fails to correct the deficiency conditions identified, the Claim may be rejected.

8 26. After the Claims (and responses to deficiency notifications) have been fully processed,
9 quality assurance reviews performed, and final administrative determinations have been made as to
10 which Claims are valid, A.B. Data will present its administrative report on the Claims received for the
11 Settlement to the Court, along with a proposed plan for distribution. Thereafter, upon Court approval,
12 A.B. Data will distribute the Net Settlement Fund to eligible Settlement Class Members on a *pro rata*
13 basis pursuant to the Plan of Allocation.

14 **ESTIMATED AMOUNT OF THE RECOVERY**

15 27. It is not possible to estimate what each Settlement Class Member will receive from the
16 Settlement because the actual recovery will depend on a number of factors, including, but not limited
17 to, the years in which the Class Member was a customer, the amount of Residential Sewer Service
18 Charge paid, the number of Authorized Claimants, and the amount of attorneys' fees and Litigation
19 Expenses awarded by the Court. Moreover, because the Net Settlement Fund will be distributed to
20 Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims,
21 individual Distribution Amounts cannot be determined until the claims administration process is
22 concluded. However, based on a preliminary review of the overcharges of Current Customer Class
23 Members and valid Claims submitted by Former Customer Class Members, the *average* gross award,
24 before deductions are made for attorney fees, litigation and administration expenses, and any tax liability
25 associated with the fund, is \$107.00.

26 28. An estimated recovery for each Settlement Class Member from the Gross Settlement
27 Fund will be provided in conjunction with the Plaintiffs' Reply Brief once the time for remedying
28

1 deficiencies has passed.

2 **ADMINISTRATION COSTS**

3 29. As of the date of this Declaration, A.B. Data has billed a total of \$427,761.93 to this
4 matter. The administration costs reflect the work A.B. Data has performed in connection with settlement
5 administration to date, which includes, among other things: administering the Notice Plan as described
6 in this Declaration (including the costs of printing and mailing the Postcard Notice and obtaining updated
7 addresses); implementing and maintaining a dedicated toll-free number and email inbox for Settlement
8 Class Member communications; designing and maintaining a dual-language Settlement Website with
9 online claim filing capabilities; forwarding copies of the Notice and Claim Form upon request; and time
10 spent overseeing and managing the project.

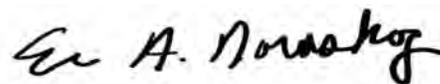
11 30. A.B. Data estimates that the remaining administration fees and costs will be
12 approximately \$457,000, which is in line with A.B. Data's original proposal for this matter. An itemized
13 estimate of A.B. Data's future fees and costs is included as Exhibit H. Based on my experience, the
14 foregoing is a reasonable and realistic estimate of the fees and costs for the work A.B. Data will continue
15 to perform through the anticipated completion of the project. If any appeals are filed and future
16 administration deadlines are delayed, A.B. Data could accrue additional costs (estimated to be between
17 \$10,000 and \$15,000 per month). A.B. Data has circulated monthly invoices to Plaintiffs' Counsel to
18 account for the work performed in connection with this matter.

19 **FINAL APPROVAL**

20 31. Once granted by the Court, notice of final judgment will be given to the Settlement Class
21 via an update to the Settlement Website. A banner update will be posted prominently on the home page
22 of the site and the order will be posted to the Court documents section of the site for review.

23 I declare under penalty of perjury that the foregoing is true and correct.

24 Executed this 15th day of November 2023.

25 

26 _____
27 ERIC NORDSKOG
28

EXHIBIT A

Subject Line: Notice of Proposed Class Action Settlement: Hoffman v. City of Los Angeles

From: Hoffman v. City of Los Angeles Class Action Claims Administrator

Reply to : info@LASewerChargeSettlement.com

NOTICE ID: <<notice id>>

If you paid Sewer Service Charges to the City of Los Angeles calculated subject to the Dry Winter Compensation Factor at any time from May 4, 2016, through June 30, 2022, inclusive, you could get a payment from a class action settlement.

A state court authorized this notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.

Para una notificación en español, llame gratis al 877-390-3368 o visite nuestra página web www.LASewerChargeSettlement.com.

A settlement has been reached with the City of Los Angeles (“City”) in a class action lawsuit claiming, among other things, that the City overcharged certain customers of L.A. Sanitation for residential property sewer services. The case is known as *Hoffman v. City of Los Angeles*, Case No. BC672326, and it is pending in the Superior Court of the State of California, County of Los Angeles (the “Court”). The City denies all the allegations made in the lawsuit, and there has been no final determination by the courts of who was right.

Who is included? You received this notice because the City’s records indicate you may be included in the settlement. You are a “Settlement Class Member” if you were an Account Holder with the Los Angeles Department of Water and Power and paid Sewer Service Charges to the City calculated subject to the Dry Winter Compensation Factor (*i.e.*, Residential Property (four or fewer units, non-“Multiple Dwelling”) customers of L.A. Sanitation who lack separate indoor (tributary) and outdoor (non-tributary) water meters), at any time from May 4, 2016, through June 30, 2022, inclusive (“Settlement Class Period”).

What can you get? The City has agreed to create a \$57.5 million Settlement Fund. The Settlement provides that the Settlement Fund, after deduction of any Court-approved attorneys’ fees and expenses, Service Awards, notice and administration costs, and taxes, is to be divided among all Settlement Class Members who are validated by the City as having paid the service charge at issue, in exchange for the settlement of this case and the Releases by Settlement Class Members of claims related to this case. The City has also agreed to certain non-monetary remedial relief. Your share of the Settlement proceeds will depend on the number of valid Claims, and the amount of Sewer Service Charges calculated subject to the Dry Winter Compensation Factor you paid during the Settlement Class Period. Your award will be determined *pro rata* based on the number of Claims and the size of the charges paid by Authorized Claimants. **For all details of the Settlement, including the meaning of certain capitalized words in this Postcard Notice, read the Stipulation and full Notice, available at www.LASewerChargeSettlement.com.**

Your options. If you are a Settlement Class Member who has an active account for sewer service with the City, you do not have to do anything to qualify for a payment. If, however, you are a Settlement Class Member who no longer has an active account for sewer service with the City, you must submit a Claim Form. The Claim Form can be found at www.LASewerChargeSettlement.com or will be mailed or emailed to you upon request to the Claims Administrator at 1-877-390-3368. Claim Forms must be postmarked or submitted electronically by September 24, 2023, to the Claims Administrator. If you do not want to be legally bound by the Settlement, you must exclude yourself by November 29, 2023, or you will not be able to sue the City about the legal claims in this case. If you exclude yourself, you cannot get money from this Settlement. If you want to object to the Settlement, you may file an objection by November 29, 2023. The detailed Notice explains how to submit a Claim Form, exclude yourself, or object.

The Final Approval Hearing. The Court will hold a hearing in this case (*Hoffman v. City of Los Angeles*, Case No. BC672326) at 10:30 a.m. on December 20, 2023, at the Los Angeles Superior Court, Courtroom 1, 312 N. Spring Street, Los Angeles, California 90012. At this hearing, the Court will decide whether to approve: the Settlement; Plaintiffs’ Counsel’s request for attorneys’ fees and expenses; and a request for Service Awards to the Class Representatives. You and/or your lawyer may appear at the hearing at your own expense.

How to get more information. This email notice summarizes the proposed Settlement. Complete details are provided in the Stipulation. The Stipulation, Claim Form, and other important documents related to the Action are available at www.LASewerChargeSettlement.com.

Additional information is also available by contacting the Claims Administrator or Class Counsel using the contact information below. Publicly filed documents can be obtained or reviewed by visiting the Office of the Clerk, Los Angeles Superior Court, 312 N. Spring Street, Los Angeles, California 90012, during regular business hours.

Claims Administrator

Hoffman v. City of Los Angeles

c/o A.B. Data, Ltd.

P.O. Box 173004

Milwaukee, WI 53217

1-877-390-3368

info@LASewerChargeSettlement.com

Class Counsel

Jonathan Rotter, Esq.

Natalie Pang, Esq.

GLANCY PRONGAY & MURRAY LLP

1925 Century Park East, Suite 2100

Los Angeles, CA 90067

(888) 773-9224

settlements@glancylaw.com

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANT OR ITS COUNSEL REGARDING THIS EMAIL NOTICE.

EXHIBIT B

Legal Notice

**If you paid Sewer Service Charges
to the City of Los Angeles
calculated subject to the Dry
Winter Compensation Factor at
any time from May 4, 2016,
through June 30, 2022, inclusive,
you could get a payment from a
class action settlement.**

A state court authorized this notice.

*This is not junk mail, an advertisement, or a solicitation
from a lawyer.*

1-877-390-3368

www.LASewerChargeSettlement.com

Hoffman v. City of Los Angeles
c/o A.B. Data, Ltd.
P.O. Box 173004
Milwaukee, WI 53217

*Para una notificación en español, llame
gratis al 877-390-3368
o visite nuestra página web
www.LASewerChargeSettlement.com.*



NOTICE ID:

John Doe
123 Any Street
City, ST 11111-1111

A settlement has been reached with the City of Los Angeles (“City”) in a class action lawsuit claiming, among other things, that the City overcharged certain customers of L.A. Sanitation for residential property sewer services. The City denies all the allegations made in the lawsuit, and there has been no final determination by the courts of who was right.

Who is included? You received this notice because the City’s records indicate you may be included in the settlement. You are a “Settlement Class Member” if you were an Account Holder with the Los Angeles Department of Water and Power and paid Sewer Service Charges to the City calculated subject to the Dry Winter Compensation Factor (*i.e.*, Residential Property (four or fewer units, non-“Multiple Dwelling”) customers of L.A. Sanitation who lack separate indoor (tributary) and outdoor (non-tributary) water meters), at any time from May 4, 2016, through June 30, 2022, inclusive (“Settlement Class Period”).

What can you get? The City has agreed to create a \$57.5 million Settlement Fund. The Settlement provides that the Settlement Fund, after deduction of any Court-approved attorneys’ fees and expenses, Service Awards, notice and administration costs, and taxes, is to be divided among all Settlement Class Members who are validated by the City as having paid the service charge at issue, in exchange for the settlement of this case and the Releases by Settlement Class Members of claims related to this case. The City has also agreed to certain non-monetary remedial relief. Your share of the Settlement proceeds will depend on the number of valid Claims, and the amount of Sewer Service Charges calculated subject to the Dry Winter Compensation Factor you paid during the Settlement Class Period. Your award will be determined *pro rata* based on the number of Claims and the size of the charges paid by Authorized Claimants. **For all details of the Settlement, including the meaning of certain capitalized words in this Postcard Notice, read the Stipulation and full Notice, available at www.LASewerChargeSettlement.com.**

Your options. If you are a Settlement Class Member who has an active account for sewer service with the City, you do not have to do anything to qualify for a payment. If, however, you are a Settlement Class Member who no longer has an active account for sewer service with the City, you must submit a Claim Form. The Claim Form can be found at www.LASewerChargeSettlement.com or will be mailed or emailed to you upon request to the Claims Administrator at 1-877-390-3368. Claim Forms must be postmarked or submitted electronically by September 24, 2023, to the Claims Administrator. If you do not want to be legally bound by the Settlement, you must exclude yourself by November 29, 2023, or you will not be able to sue the City about the legal claims in this case. If you exclude yourself, you cannot get money from this Settlement. If you want to object to the Settlement, you may file an objection by November 29, 2023. The detailed Notice explains how to submit a Claim Form, exclude yourself, or object.

The Final Approval Hearing. The Court will hold a hearing in this case (*Hoffman v. City of Los Angeles*, Case No. BC672326) at 10:30 a.m. on December 20, 2023, at the Los Angeles Superior Court, Courtroom 1, 312 N. Spring Street, Los Angeles, California 90012. At this hearing, the Court will decide whether to approve: the Settlement; Plaintiffs’ Counsel’s request for attorneys’ fees and expenses; and a request for Service Awards to the Class Representatives. You and/or your lawyer may appear at the hearing at your own expense.

EXHIBIT C

Are you a former account holder who paid
SEWER SERVICE CHARGES TO THE CITY OF LOS ANGELES

from May 4, 2016 through June 30, 2022?

YOU COULD RECEIVE MONEY FROM A CLASS ACTION LAWSUIT SETTLEMENT



File a Claim ➤

LASewerChargeSettlement.com

¿Es usted un extitular de
cuenta que pagó cargos por

SERVICIO DE

**ALCANTARILLADO A LA
CIUDAD DE LOS ÁNGELES**

desde el 4 de mayo de 2016
hasta el 30 de junio de 2022?



**PODRÍA RECIBIR DINERO DE
UN ACUERDO DE
DEMANDA COLECTIVA**

Presente una reclamación ►

LASewerChargeSettlement.com

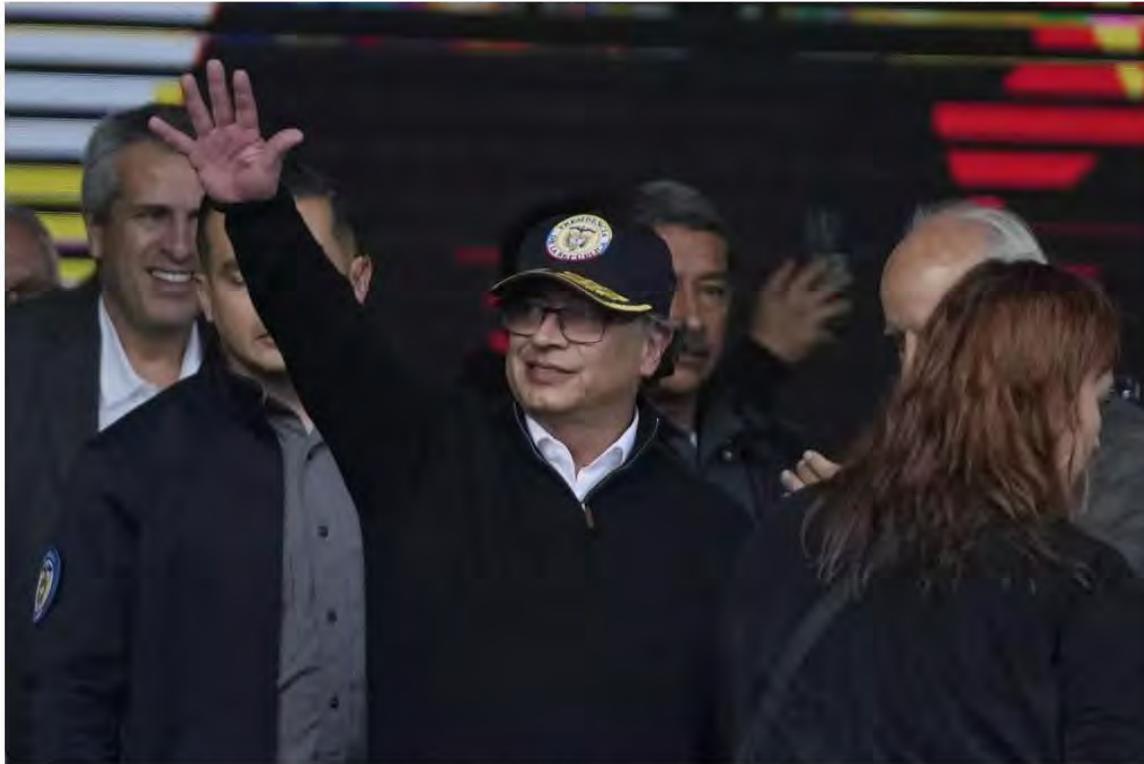


Los Angeles Times
AB Data-LA Times en Español
CAMPAIGN SCREENSHOTS

Oct 17, 2023 - Oct 23, 2023

INTERNACIONAL

Se eleva el tono de la tensión diplomática entre Israel y Colombia



El presidente de Colombia, Gustavo Petro, saluda a sus partidarios en la Plaza Bolívar después de una marcha de apoyo en Bogotá, Colombia, el miércoles 27 de septiembre de 2023. (Fernando Vergara / Associated Press)

ANUNCIO

¿Es usted un extitular de cuenta que pagó cargos por **SERVICIO DE ALCANTARILLADO A LA CIUDAD DE LOS ÁNGELES** desde el 4 de mayo de 2016 hasta el 30 de junio de 2022?

PODRÍA RECIBIR DINERO DE UN ACUERDO DE DEMANDA COLECTIVA

Presente una reclamación LASewerChargeSettlement.com

NOTAS RECIENTES

Alemania, Brasil y Canadá fuera; la Copa Mundial femenina comienza a ser más equitativa

Ago. 4, 2023

Suspenden duelo de Bélgica y Suecia tras tiroteo en Bruselas que dejó 2 muertos

Oct. 16, 2023

Ayuda humanitaria varada en frontera Gaza-Egipto; hospitales al borde del colapso por asedio israelí

borde del colapso por asedio israelí



Palestinos llevan a un herido en un ataque aéreo israelí en Khan Younis, en la Franja de Gaza, el lunes 16 de octubre de 2023. (Fatima Shbair / Associated Press)

POR POR NAJIB JOBAIN, SAMYA KULLAB Y JOSEPH KRAUSS | ASSOCIATED PRESS

OCT. 16, 2023 5:59 PM PT

ANUNCIO



¿Es usted un extitular de cuenta que pagó cargos por **SERVICIO DE ALCANTARILLADO A LA CIUDAD DE LOS ÁNGELES** desde el 4 de mayo de 2016 hasta el 30 de junio de 2022?

PODRÍA RECIBIR DINERO DE UN ACUERDO DE DEMANDA COLECTIVA

[Presente una reclamación >](#)

LASewerChargeSettlement.com

ANUNCIO



¿Es usted un ex titular de cuenta que pagó cargos por **SERVICIO DE ALCANTARILLADO A LA CIUDAD DE LOS ÁNGELES** desde el 4 de mayo de 2016 hasta el 30 de junio de 2022?

Presente una reclamación ▶

PODRÍA RECIBIR DINERO DE UN ACUERDO DE DEMANDA COLECTIVA

LASewerChargeSettlement.com

HILO ELECCIONES

Trump promete prohibir el ingreso de refugiados de Gaza a EEUU si vuelve a ganar la presidencia



ANUNCIO



Discover an elevated travel experience



SINGAPORE AIRLINES

LATimes En Espanol ROC Mobile Banner 320x50

Los Angeles Times

EN ESPAÑOL

En Español Deportes Entretenimiento EEI

ANUNCIO

¿Es usted un ex titular de cuenta que pagó cargos por
SERVICIO DE ALCANTARILLADO A LA CIUDAD DE LOS ÁNGELES
Podría recibir dinero de un
acuerdo de demanda colectiva [Presente una reclamación](#)

TITULARES DE HOY



Batalla urbana de guerra pasada en Gaza da una idea de cómo podría ser la ofensiva
comando israelí











EXHIBIT D

If you paid Sewer Service Charges to the City of Los Angeles calculated subject to the Dry Winter Compensation Factor at any time from May 4, 2016, through June 30, 2022, inclusive, you could get a payment from a class action settlement.

A court authorized this notice. It is not a solicitation from a lawyer.

Si pagó cargos por servicio de alcantarillado a la ciudad de Los Ángeles calculados utilizando el factor de compensación de invierno seco en cualquier momento desde el 4 de mayo de 2016 hasta el 30 de junio de 2022, inclusive, podría obtener un pago de un acuerdo de demanda colectiva. Si desea obtener un Formulario de reclamo o una copia de este Aviso en español, visite el sitio web del acuerdo en www.LASewerChargeSettlement.com, o comuníquese con el Administrador de reclamos al la 1-877-390-3368. Esto no es una solicitud de un abogado. Un tribunal ordenó este Aviso.

- A settlement has been reached with the City of Los Angeles (“City”) in a class action lawsuit claiming, among other things, that the City overcharged certain customers of L.A. Sanitation for residential property sewer services.¹
- As part of the Settlement, the City has agreed to create a \$57.5 million Settlement Fund, to change the way it determines the Dry Winter Compensation Factor, and to abide by specific timelines for returning related costs overpayments to the Sewer Construction and Maintenance Fund.
- You are a “Settlement Class Member” if you were an Account Holder that paid Sewer Service Charges to the City calculated subject to the Dry Winter Compensation Factor (*i.e.*, Residential Property (four or fewer units, non-“Multiple Dwelling”) customers of L.A. Sanitation who lack separate indoor (tributary) and outdoor (non-tributary) water meters), at any time from May 4, 2016, through June 30, 2022, inclusive (“Settlement Class Period”).²
- Your rights are affected whether you act or don’t act. Read this notice carefully.

¹ All capitalized terms used in this notice that are not otherwise defined herein shall have the meanings ascribed to them in the First Amended Stipulation and Agreement of Settlement dated May 30, 2023 (the “Stipulation”), which is available at www.LASewerChargeSettlement.com.

² “Account Holder” means any Person who or which had an account with the Los Angeles Department of Water and Power for sewer services during the Settlement Class Period. Account Holders are the only Persons eligible to receive compensation in this Settlement. As used herein, the term “Person” means an individual, corporation, partnership, limited partnership, limited liability partnership, association, joint stock company, limited liability company or corporation, professional corporation, estate, legal representative, trust, unincorporated association, and any business or legal entity and his, her, or its spouses, heirs, predecessors, successors, representatives, or assignees.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>IF YOU HAVE AN ACTIVE ACCOUNT FOR SEWER SERVICES YOU DO NOT HAVE TO DO ANYTHING TO RECEIVE A PAYMENT.</p>	<p>If you are a Settlement Class Member who has an active account for sewer services with the City, you do not have to do anything to qualify for a payment. If you remain in the Settlement Class, you will receive a payment, but you will also be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims that you have against Defendant's Releasees. Paragraph 13 below explains what claims you are releasing.</p>
<p>SUBMIT A CLAIM FORM BY SEPTEMBER 24, 2023, IF YOU NO LONGER HAVE AN ACTIVE ACCOUNT FOR SEWER SERVICES.</p>	<p>If you are a Settlement Class Member who no longer has an active account for sewer services with the City, you must submit a Claim Form to receive a cash payment from this Settlement. The Claim Form can be found at www.LASewerChargeSettlement.com or will be mailed to you upon request to the Claims Administrator at (877) 390-3368. Claim Forms must be postmarked or submitted electronically by September 24, 2023, to the Claims Administrator. If you submit a claim form, you will give up the right to sue the City in a separate lawsuit about the legal claims this Settlement resolves.</p>
<p>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED BY NOVEMBER 29, 2023.</p>	<p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the City related to the legal claims this Settlement resolves. However, you will give up the right to get a cash payment from this Settlement. Go to paragraph 16 below for further details and instructions on how to request exclusion from the Settlement Class.</p>
<p>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED BY NOVEMBER 29, 2023.</p>	<p>If you do not exclude yourself from the Settlement, you may object to the proposed Settlement, the request for attorneys' fees and reimbursement of Litigation Expenses, and/or the request for Service Awards to the Plaintiffs, by writing to the Court and explaining what is it that you don't like. Objecting does not disqualify you from receiving a payment from the Settlement. Go to paragraph 19 below for further details and instructions on how to object.</p>
<p>GO TO A HEARING ON DECEMBER 20, 2023.</p>	<p>You go to the hearing and ask the Court for permission to speak at the final approval hearing about your objection. You do not need to come to the hearing to receive a cash payment or to object.</p>

- These rights and options – *and the deadlines to exercise them* – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE 4
1. Why was this notice issued?	
2. What is this lawsuit about?	
3. What is a class action?	
4. Why is there a Settlement?	
WHO IS INCLUDED IN THE SETTLEMENT	PAGE 4
5. How do I know whether I am part of the Settlement?	
6. Are there exceptions to being included?	
7. What if I am still not sure whether I am part of the Settlement?	
THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY	PAGE 5
8. What does the Settlement provide?	
9. How much will my cash payment be?	
HOW TO GET A CASH PAYMENT – DO I NEED TO SUBMIT A CLAIM FORM?	PAGE 6
10. How do I get a cash payment from the Settlement?	
11. When would I get my cash payment?	
12. What rights am I giving up to get a cash payment and stay in the Settlement Class?	
13. What are the claims are being released?	
THE LAWYERS REPRESENTING YOU	PAGE 8
14. Do I have a lawyer in this case?	
15. How will the lawyers be paid?	
EXCLUDING YOURSELF FROM THE SETTLEMENT	PAGE 9
16. How do I get out of the Settlement?	
17. If I exclude myself, can I still get a cash payment from this Settlement or object?	
18. If I do not exclude myself, can I sue the City for the same legal claims later?	
OBJECTING TO THE SETTLEMENT	PAGE 9
19. How do I tell the Court that I do not like the Settlement?	
20. May I come to Court to speak about my objection?	
21. What is the difference between objecting to the Settlement and asking to be excluded from it?	
THE COURT’S FINAL APPROVAL HEARING	PAGE 10
22. When and where will the Court decide whether to approve the Settlement?	
23. Do I have to come to the hearing?	
24. May I speak at the hearing?	
IF YOU DO NOTHING	PAGE 10
25. What happens if I do nothing at all?	
GETTING MORE INFORMATION	PAGE 11
26. How do I get more information?	

BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about the proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the Settlement. This notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and who can get them.

2. What is this lawsuit about?

Judge Stuart M. Rice of the Superior Court of the State of California, County of Los Angeles (the “Court”) is overseeing this class action. The case is known as *Hoffman v. City of Los Angeles*, Case No. BC672326 (the “Action”). The persons who filed this class action lawsuit are called the “Plaintiffs” and the City of Los Angeles is the “Defendant.” Plaintiffs allege that the City improperly determined the annual Dry Winter Compensation Factor, which is used in calculating sewage service charges for single-family properties and multi-family properties of four or fewer units that lack separate indoor (tributary) and outdoor (non-tributary) water meters, thereby overcharging such customers, with the settlement class period running from May 4, 2016, through June 30, 2022, inclusive. The Plaintiffs further allege that the City improperly failed to timely return to the Sewer Construction and Maintenance Fund certain related costs overpayments made in connection with the annual budgeting process for City Departments that performed various services for the sewer system. According to Plaintiffs, the City’s failure to timely return the money to the Sewer Construction and Maintenance Fund was a violation of California Constitution Article XIII D, § 6.

The Court held a phase I trial and decided that the City improperly determined the Dry Winter Compensation Factor and violated certain procedural requirements of California Constitution Article XIII D, § 6. Discovery continued concerning the related costs overpayments claim. While the City continues to deny liability, the parties have agreed to a settlement to avoid the expense and risk of continued litigation and to deliver an immediate and material benefit to the sewer ratepayers. More information about the case and Settlement can be obtained at www.LASewerChargeSettlement.com, by calling the Claims Administrator at 1-877-390-3368, or by writing to the Claims Administrator or Plaintiffs’ Counsel, whose contact information is set forth in paragraph 26 below. A copy of the Stipulation, and other relevant documents, are available at www.LASewerChargeSettlement.com.

3. What is a class action?

In a class action, one or more people called “Class Representatives” (in this case, Adam Hoffman and Samuel Jason) sue on behalf of other people and entities with similar claims. The Court has determined that, for the purposes of settlement, the case should proceed as a class action. Together, the people and entities included in the class action are referred to as the “Settlement Class” or “Settlement Class Members.” The Court will resolve the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

There has not been a final determination by the Court of whether the Plaintiffs or the City was right. Instead, the parties agreed to a settlement. This way, they avoid the cost and burden of further litigation at the trial court and on appeal, and the people and entities affected by the allegedly wrongful conduct can get benefits. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know whether I am part of the Settlement?

The Settlement includes all Account Holders who paid Sewer Service Charges to the City of Los Angeles calculated using the Dry Winter Compensation Factor (*i.e.*, Residential Property (four or fewer units, non-“Multiple Dwelling”) customers of L.A. Sanitation who lack separate indoor (tributary) and outdoor (non-tributary) water meters), at any time from May 4, 2016, through June 30, 2022, inclusive (the “Settlement Class Period”).

6. Are there exceptions to being included?

Yes. The Settlement does not include: (a) any Judge to whom this case is or was assigned; (b) any officers and council members of the City; and (c) Persons otherwise meeting the definition of the Settlement Class who submit timely and valid requests for exclusion that are accepted by the Court.

7. What if I am still not sure whether I am part of the Settlement?

If you are not sure whether you are included, call 1-877-390-3368, go to www.LASewerChargeSettlement.com, or write to one of the lawyers listed in Question 26 below.

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement is comprised of two components: (a) Monetary Relief; and (b) Non-Monetary Relief.

Monetary Relief Component: The City has agreed to create a \$57.5 million Settlement Fund. The Settlement provides that the Settlement Fund, after deduction of any Court-approved attorneys' fees and expenses, Service Awards, notice and administration costs, and taxes, is to be divided among all Settlement Class Members who are validated by the City as having paid the sewer service charges at issue, in exchange for the settlement of this case and the Release by Settlement Class Members of claims related to this case.

Non-Monetary Remedial Relief Component: The Settlement provides that:

(a) The City will implement the agreed methodology for determining the Dry Winter Compensation Factor (based on the model used by Plaintiffs' expert) set forth at Exhibit C to the Stipulation. This will be implemented starting in the 2022-2023 Fiscal Year. Notwithstanding this implementation, nothing in this Settlement prevents or otherwise precludes the City from implementing other calculation methodologies in connection with the adoption of new rates following the Prop 218 process.

(b) The City will perform the related costs reconciliation and return to the Sewer Construction and Maintenance Fund (Funds 760 and 761) ("SCM Fund") monies due under the reconciliation as soon as reasonably practicable after the close of each fiscal year, and no later than December 31 of each fiscal year. As a result of this Action, the City accelerated its return of \$59,508,087 from its General Fund to the SCM Fund for accumulated over-allocations of related costs through Fiscal Year 2021-2022. In the future, there will be no multi-year accumulating related cost reconciliation balance, as the repayment will be performed each fiscal year. The reconciliation will be performed for all departments receiving over \$2,000,000 annually in related costs from the SCM Fund.

(c) The City will include pension contributions in the overpayment reconciliation and ensure that rebates from the Los Angeles City Employees Retirement System are allocated back to the SCM Fund in proportion to the SCM Fund's pension contribution expenditures.

(d) For each of the three fiscal years following the Effective Date of the Settlement, the City will provide a declaration under penalty of perjury at the end of each fiscal year to Plaintiffs' Counsel, by no later than January 31, confirming that it has complied with each of the above-described provisions of the Non-Monetary Remedial Relief.

9. How much will my cash payment be?

If the Settlement is approved, the Plan of Allocation will govern how the Net Settlement Fund will be distributed among Authorized Claimants.³ Under the Plan of Allocation in this case, a Recognized Claim will be calculated

³ "Authorized Claimant" means: (i) a Current Customer Class Member who does not opt out of the Settlement; or (ii) a Former Customer Class Member who submits a timely and valid Proof of Claim form to the Claims Administrator. "Current Customer Class Members" means Settlement Class Members who have an active account for sewer services with the City of Los Angeles as of the Effective Date. "Former Customer Class Members" means Settlement Class Members who no longer have an active account for sewer services with the City of Los Angeles as of the Effective Date.

for each Authorized Claimant during the Settlement Class Period. A “Recognized Claim” will be the sum of the overcharges paid by a Settlement Class Member during the Settlement Class Period. The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which shall be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to such Authorized Claimant. Any Distribution Amounts of less than \$10.00 will be included in the pool distributed to those Settlement Class Members whose Distribution Amounts are \$10.00 or greater.

To the extent any monies remain in the fund six (6) months after the initial distribution, if Class Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator shall conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distribution checks and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Class Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed in equal parts to Heal the Bay and LA Waterkeeper, non-sectarian, not-for-profit organizations. In the event Heal the Bay and LA Waterkeeper are not approved by the Court, or are for any reason unable to accept the funds, the remaining balance shall be contributed to a non-sectarian, not-for-profit organization or organizations to be recommended by Plaintiffs’ Counsel in consultation with the City and approved by the Court, or distributed as otherwise as approved by the Court.

Assuming all Settlement Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved attorneys’ fees, Service Awards, Taxes, Litigation Expenses, and other costs) will be \$80.56 per Settlement Class Member. Settlement Class Members should note, however, that the foregoing recovery is only an estimate. *Your actual recovery will depend on a number of factors, including, but not limited to, the years in which you were a customer, the amount of Residential Sewer Service Charge you paid, the number of Authorized Claimants, and the amount of attorneys’ fees and Litigation Expenses awarded by the Court, etc.*

HOW TO GET A CASH PAYMENT – DO I NEED TO SUBMIT A CLAIM FORM?

10. How do I get a cash payment from the Settlement?

What you have to do to get a payment depends on whether you have an active account for sewer services with the City.

Current Customer Class Members: If you are a Settlement Class Member who has an active account for sewer services with the City, you do not have to do anything to qualify for a payment. The City has your payment history and has provided the information necessary for the Claims Administrator to send a check to your current address. You will only be eligible to receive money if your Distribution Amount calculates to over \$10.00. If you are moving or have recently moved, please contact the Claims Administrator at 1-877-390-3368, or by email at info@LASewerChargeSettlement.com, or in writing at *Hoffman v. City of Los Angeles*, c/o A.B. Data, Ltd., P.O. Box 173004, Milwaukee, WI 53217, and provide your new address and contact information. To avoid fraud, you may be asked to provide information necessary to confirm your identity, such as your LADWP account number.

Former Customer Class Members: If you are a Settlement Class Member who no longer has an active account for sewer services with the City, you must submit a Claim Form to receive a cash payment from this Settlement. The Claim Form can be found at www.LASewerChargeSettlement.com or will be mailed to you upon request to the Claims Administrator at 1-877-390-3368. Claim Forms must be postmarked or submitted

electronically by September 24, 2023, to the Claims Administrator. You will only be eligible to receive money if your Distribution Amount calculates to over \$10.00.

11. When would I get my cash payment?

The Court will hold a hearing on December 20, 2023, to decide whether to grant final approval of the Settlement. Even if the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, only if, and when, the Court grants final approval to the Settlement and after any appeals are resolved.

12. What rights am I giving up to get a cash payment and stay in the Settlement Class?

Unless you exclude yourself, you are staying in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue, continue to sue, or be part of any other lawsuit against the City or Defendant's Releasees (*see* footnote 5) about the legal issues resolved by this Settlement. The rights you are giving up are called "Released Plaintiffs' Claims."

13. What are the Claims are being released?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If, and when, the Settlement becomes Final, Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, attorneys, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim⁴ against the City and the other Defendant's Releasees,⁵ and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Defendant's Releasees.

Concomitantly, if, and when, the Settlement becomes Final, Defendant and the other Defendant Releasees, on behalf of themselves, and their respective administrators, predecessors, successors, attorneys, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every

⁴ "Released Plaintiffs' Claims" means all claims and causes of action of every nature and description, whether known claims or unknown claims, whether arising under federal, state, common, or foreign law, that Plaintiffs or any other member of the Settlement Class: (i) asserted in the Complaint; or (ii) could have asserted in any forum that arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Complaint and that relate to the payment of Sewer Service Charges to the City of Los Angeles calculated using the Dry Winter Compensation Factor during the Settlement Class Period or the use of sewer service charge revenue for purposes not allowed under Proposition 218 (Cal. Const. Art. 13D, § 6). Released Plaintiffs' Claims do not include: (i) any claims relating to the enforcement of the Settlement; and (ii) any claims of any Person that submits a request for exclusion that is accepted by the Court.

⁵ "Defendant's Releasees" means the City, and each of its current and former employees, officials, agents, managers, clerks, officers, directors, and attorneys, including, but not limited to, the Mayor of the City of Los Angeles, Members of the City Council for the City of Los Angeles, Managers of the City of Los Angeles, Clerks of the City of Los Angeles, and Finance Directors for the City of Los Angeles, in their capacities as such.

Released Defendant's Claim⁶ against Plaintiffs and the other Plaintiffs' Releasees,⁷ and shall forever be barred and enjoined from prosecuting any or all of the Released Defendant's Claims against any of the Plaintiffs' Releasees. This release shall not apply to any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court. Moreover, for the avoidance of doubt, this release shall not apply to any claims by the Defendant or any other Defendant Releasee that arise out of or relate in any way to: (i) delinquent sewer fees or charges; or (ii) money owed by a Settlement Class Member for any other City services, charges, or fees; in other words, it relates solely to the institution, prosecution, or settlement of the claims asserted in the Action against the Defendant.

A copy of the Stipulation containing the mutual releases that will be given in the Settlement is available at www.LASewerChargeSettlement.com.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. Judge Stuart M. Rice appointed Glancy Prongay & Murray LLP, 1925 Century Park East, Suite 2100, Los Angeles, CA 90067 to represent you and other Settlement Class Members as "Class Counsel." The attorneys at Glancy Prongay & Murray LLP are experienced in handling complex cases such as this one. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel have not received any payment for their services in pursuing claims against the City on behalf of the Settlement Class, nor have Class Counsel been reimbursed for their out-of-pocket expenses. Before the Settlement Hearing, Class Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed 33⅓% of the Settlement Fund. At the same time, Class Counsel also intends to apply for reimbursement of Litigation Expenses in an amount not to exceed \$600,000, and Service Awards for each of the Class Representatives in an amount not to exceed \$25,000 per Class Representative to compensate them for the time and effort they expended pursuing the Action on behalf of the Settlement Class. The Court will determine the amount of any award of attorneys' fees, reimbursement of Litigation Expenses, and Service Awards. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses. The City has reserved the right, but is not obligated, to oppose any request for attorneys' fees in excess of 20% of the Settlement Fund, Litigation Expenses in excess of \$300,000, and Service Awards in excess of \$10,000 for each Plaintiff.

⁶ "Released Defendant's Claims" means all claims and causes of action of every nature and description, whether known claims or unknown claims, whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against the Defendant. Released Defendant's Claims do not include: (i) any claims relating to the enforcement of the Settlement; or (ii) any claims against any Person that submits a request for exclusion from the Settlement Class that is accepted by the Court. Moreover, for the avoidance of doubt, Released Defendant's Claims do not include any claims by Defendant or Defendant's Releasees that arise out of or relate in any way to: (i) delinquent sewer fees or charges; or (ii) money owed by a Settlement Class Member for any other City services, charges, or fees; in other words, Released Defendant's Claims relate solely to the institution, prosecution, or settlement of the claims asserted in the Action against the Defendant.

⁷ "Plaintiffs' Releasees" means Plaintiffs, their respective attorneys, and all other Settlement Class Members, and their respective current and former officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, and attorneys, in their capacities as such.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue, or continue to sue, the City or the other Defendant's Releasees about the legal claims in this case, and you do not want to receive a cash payment from this Settlement, you must take steps to get out of the Settlement Class. This is called excluding yourself from or opting out of the Settlement.

16. How do I get out of the Settlement?

Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written request for exclusion from the Settlement Class, addressed to *Hoffman v. City of Los Angeles*, EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217. The exclusion request must be **received** no later than November 29, 2023. You will not be able to exclude yourself from the Settlement Class after that date. Each request for exclusion must (a) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities the name and telephone number of the appropriate contact person; (b) clearly express your desire to be excluded from the Settlement Class, to not participate in the Settlement, and to not receive any Settlement benefits; (c) include your LADWP account number; and (d) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion shall not be valid and effective unless: (a) it provides all the information called for in this paragraph; (b) is received within the time stated above or is otherwise accepted by the Court; and (c) the person or entity requesting exclusion is the Account Holder or their authorized representative.

17. If I exclude myself, can I still get a cash payment from this Settlement or object?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the Settlement. You can only get a cash payment if you stay in the Settlement. You can only object if you stay in the Settlement.

18. If I do not exclude myself, can I sue the City for the same legal claims later?

No. Unless you exclude yourself, you are giving up the right to sue the City and the other Defendant's Releasees for the claims that this Settlement resolves. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs' Claim against any of the Defendant's Releasees.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the Settlement or any part of it.

19. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it, including Plaintiffs' Counsel's motion for (a) an award of attorneys' fees; (b) reimbursement of Litigation Expenses; and (c) Service Awards for Plaintiffs ("Fee and Expense Application"). You can give reasons why you think the Court should not approve the Settlement or the Fee and Expense Application. The Court will consider your views. Your objection must be in writing and include: (a) a signature by the Settlement Class Member (and their or its attorney, if individually represented); (b) a caption or title that identifies it as "Objection to Class Action Settlement in *Hoffman v. City of Los Angeles*, Case No. BC672326"; (c) information sufficient to identify and contact the objecting Settlement Class Member (and their or its individually hired attorney, if any); (d) a clear and concise statement of the reasons and/or legal grounds for the Settlement Class Member's objection; (e) the Settlement Class Member's LADWP account number; (f) a list of the number of times in which the objector and/or their or its counsel has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector and/or their or its counsel has made such objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case; (g) any and all agreements that relate to the objection or the process of objecting – whether written or verbal – between objector or objector's counsel and any other person or entity; (h) a list of all persons who will be called to testify at the Settlement Hearing in support of the objection; and (i) a statement confirming whether the objector intends to personally appear and/or testify at the Settlement Hearing. The objection must be mailed to *Hoffman v. City of Los Angeles*, OBJECTIONS, c/o A.B.

Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217, such that it is *received* no later than November 29, 2023. If you hire an attorney to represent you for the purposes of making an objection, the attorney must both effect service of a notice of appearance on counsel and file it with the Court by no later than November 29, 2023.

20. May I come to Court to speak about my objection?

Yes. You or your attorney may speak at the Settlement Hearing about your objection.

21. What is the difference between objecting to the Settlement and asking to be excluded from it?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you remain a Settlement Class Member (that is, do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to do so to receive a payment from the Settlement.

22. When and where will the Court decide whether to approve the Settlement?

The Settlement Hearing will be held on December 20, 2023, at 10:30 a.m., before the Honorable Stuart M. Rice at the Los Angeles Superior Court, Courtroom 1, 312 N. Spring Street, Los Angeles, California 90012. The Court reserves the right to approve the Settlement, Class Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, the Class Representatives' request for Service Awards, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class. The Court also reserves the right to hold the Settlement Hearing telephonically or via videoconference. If you intend to attend the Settlement Hearing, you should confirm the date, time, and location on the settlement website www.LASewerChargeSettlement.com, or with Class Counsel, given potential changes as a result of the COVID-19 pandemic.

23. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Rice may have. However, you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as your written objection is *received* on time, the Court will consider it. You may also have your own lawyer attend at your own expense.

24. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are Settlement Class Member and you do nothing, you will be eligible to receive a payment and will give up the rights explained in Question 13, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the City and the other Defendant's Releasees about the legal issues resolved by this Settlement. In addition, if you are a Former Settlement Class Member and do not file a Claim Form, you will not be eligible to receive a cash payment.

GETTING MORE INFORMATION

26. How do I get more information?

This notice summarizes the proposed Settlement. Complete details are provided in the Stipulation. The Stipulation, Claim Form, and other important documents related to the Action are available at www.LASewerChargeSettlement.com. Additional information is also available by calling the Claims Administrator at 1-877-390-3368 or by writing to *Hoffman v. City of Los Angeles*, c/o A.B. Data, Ltd., P.O. Box 173004, Milwaukee, WI 53217. Publicly filed documents can be obtained or reviewed by visiting the Office of the Clerk, Los Angeles Superior Court, 312 N. Spring Street, Los Angeles, California 90012, during regular business hours. Additionally, you may contact Class Counsel:

Jonathan Rotter, Esq.

Natalie Pang, Esq.

GLANCY PRONGAY & MURRAY LLP

1925 Century Park East, Suite 2100

Los Angeles, CA 90067

(888) 773-9224

settlements@glancylaw.com

DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, DEFENDANT, OR ITS COUNSEL REGARDING THIS NOTICE.

Dated: June 12, 2023

By Order of the Superior Court of the State
of California, County of Los Angeles, Central
District

Si hubiese pagado Cargos por servicio de alcantarillado a la ciudad de Los Ángeles calculados utilizando el Factor de compensación de invierno seco en cualquier momento desde el 4 de mayo de 2016 hasta el 30 de junio de 2022, inclusive, podría obtener un pago de un acuerdo de demanda colectiva.

Este aviso ha sido autorizado por un tribunal. Esta no es una oferta de un abogado.

Si hubiese pagado cargos por servicio de alcantarillado a la ciudad de Los Ángeles calculados utilizando el factor de compensación de invierno seco en cualquier momento desde el 4 de mayo de 2016 hasta el 30 de junio de 2022, inclusive, podría obtener un pago de un acuerdo de demanda colectiva. Si deseara obtener un Formulario de reclamo o una copia de este Aviso en español, visite el sitio web del acuerdo en www.LASewerChargeSettlement.com o comuníquese con el Administrador de reclamos al 1-877-390-3368. Esto no es una oferta de un abogado. Un tribunal ordenó este Aviso.

- Se ha llegado a un acuerdo con la ciudad de Los Ángeles (la “Ciudad”) en una demanda colectiva que afirma, entre otras cosas, que la Ciudad cobró en exceso a ciertos clientes de L.A. Sanitation por servicios de alcantarillado de inmuebles residenciales.¹
- Como parte de la Conciliación, la Ciudad ha convenido crear un Fondo del acuerdo de USD 57.5 millones para cambiar la forma en que determina el factor de compensación de invierno seco y cumplir con los plazos específicos para devolver los pagos en exceso al Fondo de construcción y mantenimiento de alcantarillado.
- Es un “Miembro del grupo del acuerdo” si hubiese sido un Titular de cuenta que pagó cargos por servicio de alcantarillado a la Ciudad calculados según el factor de compensación de invierno seco (es decir, clientes de L.A. Sanitation en inmuebles residenciales (cuatro o menos unidades, no "viviendas múltiples") que carecen de medidores de agua interiores (tributarios) y exteriores (no tributarios) separados), en cualquier momento desde el 4 de mayo de 2016 hasta el 30 de junio de 2022, inclusive, (el "Período de la demanda colectiva").²
- Sus derechos se verán afectados independientemente de que actuase o no. Lea este aviso atentamente.

¹Todos los términos en mayúscula utilizados en este aviso que no se definan aquí de otro modo tendrán los significados que se les atribuye en la primera estipulación modificada y el Acuerdo de conciliación con fecha del 30 de mayo de 2023 (la “Estipulación”), que está disponible en www.LASewerChargeSettlement.com.

² “Titular de cuenta” se refiere a cualquier Persona que tenía una cuenta con el Departamento de Agua y Energía de Los Ángeles para servicios de alcantarillado durante el Período de la demanda colectiva. Los Titulares de cuenta son las únicas Personas con derecho a recibir compensación en este Acuerdo. Tal como se usa en este documento, el término “Persona” hace referencia a una persona física, una sociedad, una sociedad colectiva, una sociedad comanditaria, una sociedad de responsabilidad limitada, una asociación, una sociedad anónima, una sociedad o corporación de responsabilidad limitada, una corporación profesional, una sucesión, un representante legal, un fideicomiso, una asociación de personas sin personalidad jurídica y cualquier compañía o entidad jurídica, así como a sus cónyuges, herederos, predecesores, sucesores, representantes o cesionarios.

SUS DERECHOS LEGALES Y OPCIONES EN ESTA CONCILIACIÓN

<p align="center">SI TIENE UNA CUENTA ACTIVA DE SERVICIOS DE ALCANTARILLADO, NO TIENE QUE HACER NADA PARA RECIBIR UN PAGO.</p>	<p>Si fuese un Miembro del grupo del acuerdo que tiene una cuenta activa de servicios de alcantarillado con la Ciudad, no tiene que hacer nada para tener derecho a un pago. Si permaneciera en el Grupo del acuerdo, recibirá un pago, pero también estará obligado por las disposiciones de la conciliación que aprobase el Tribunal y renunciará a los reclamos de los Demandantes exonerados que tuviese contra los beneficiarios de la exención del Demandado. El párrafo 13 a continuación explica los reclamos que exonera.</p>
<p align="center">ENVÍE UN FORMULARIO DE RECLAMO, A MÁS TARDAR, EL 24 DE SEPTIEMBRE DE 2023 SI YA NO TUVIESE UNA CUENTA ACTIVA DE SERVICIOS DE ALCANTARILLADO.</p>	<p>Si fuese un Miembro del grupo del acuerdo que ya no tiene una cuenta activa de servicios de alcantarillado con la Ciudad, debe enviar un Formulario de reclamo para recibir un pago en efectivo de este Acuerdo. El Formulario de reclamo se puede encontrar en www.LASewerChargeSettlement.com o se le enviará por correo si lo solicitase al Administrador de reclamos al (877) 390-3368. Los Formularios de reclamo deben tener sello postal anterior al 24 de septiembre de 2023 o enviarse de manera electrónica al Administrador de reclamos antes de esa fecha. Si presentase un Formulario de reclamo, renunciará al derecho de demandar a la Ciudad en una demanda por separado sobre los reclamos que resuelve este Acuerdo.</p>
<p align="center">EXCLÚYASE DE LA CLASE DEL ACUERDO AL PRESENTAR UNA SOLICITUD DE EXCLUSIÓN POR ESCRITO DE MODO QUE SE RECIBIESE, A MÁS TARDAR, EL 29 DE NOVIEMBRE DE 2023.</p>	<p>Esta es la única opción que le permite demandar, continuar demandando o formar parte de otra demanda contra la Ciudad relacionada con los reclamos legales que resuelve este Acuerdo. Sin embargo, renunciará al derecho de obtener un pago en efectivo de este Acuerdo. Consulte el punto 16 para obtener más detalles e instrucciones sobre cómo solicitar la exclusión del grupo de demandantes.</p>
<p align="center">OPÓNGASE AL ACUERDO DE CONCILIACIÓN AL PRESENTAR UNA OBJECIÓN POR ESCRITO PARA QUE SE RECIBIESE ANTES DEL 29 DE NOVIEMBRE DE 2023.</p>	<p>Si no se excluyese del Acuerdo, puede objetar el Acuerdo propuesto, la solicitud de honorarios de abogados y el reembolso de los gastos del litigio o la solicitud de compensaciones por servicio a los Demandantes, al escribir al Tribunal y explicar qué es lo que no le gusta. Objetar no le descalifica para recibir un pago del Acuerdo. Consulte el punto 19 para obtener más información e instrucciones sobre cómo objetar.</p>
<p align="center">ASISTA A UNA AUDIENCIA EL 20 DE DICIEMBRE DE 2023.</p>	<p>Acude a la audiencia y solicita al Tribunal permiso para hablar en la audiencia de aprobación definitiva sobre su objeción. No es necesario que acudiese a la audiencia para recibir un pago en efectivo ni para objetar.</p>

- Estos derechos y opciones, *con las fechas límites para hacer uso de ellos*, se explican en este aviso.
- El Tribunal que tiene a su cargo esta causa aún debe decidir si aprueba la conciliación.

QUÉ CONTIENE ESTE AVISO

INFORMACIÓN BÁSICA	PÁGINA 4
1. ¿Por qué se emitió este aviso?	
2. ¿De qué trata esta demanda?	
3. ¿Qué es una demanda colectiva?	
4. ¿Por qué existe una conciliación?	
QUIÉNES ESTÁN INCLUIDOS EN LA CONCILIACIÓN	PÁGINA 4
5. ¿Cómo sé si soy parte de la conciliación?	
6. ¿Existen excepciones para ser incluido?	
7. ¿Qué ocurre si aún no estuviese seguro de formar parte de la conciliación?	
BENEFICIOS DE LA CONCILIACIÓN: QUÉ OBTIENE SI CUMPLIESE LOS REQUISITOS	PÁGINA 5
8. ¿Qué dispone la conciliación?	
9. ¿A cuánto ascenderá mi pago en efectivo?	
CÓMO OBTENER UN PAGO EN EFECTIVO: ¿NECESITO ENVIAR UN FORMULARIO DE RECLAMO?	PÁGINA 6
10. ¿Cómo obtengo un pago en efectivo de la conciliación?	
11. ¿Cuándo recibiría mi pago en efectivo?	
12. ¿A qué derechos estoy renunciando para obtener un pago en efectivo y permanecer en el grupo del acuerdo?	
13. ¿Cuáles son los reclamos que se exoneran?	
LOS ABOGADOS QUE LO REPRESENTAN	PÁGINA 8
14. ¿Tengo un abogado en este caso?	
15. ¿Cómo se les pagará a los abogados?	
EXCLUIRSE DE LA CONCILIACIÓN	PÁGINA 9
16. ¿Cómo me excluyo de la conciliación?	
17. Si me excluyese, ¿puedo seguir recibiendo un pago en efectivo de este Acuerdo u objetar?	
18. Si no me excluyese, ¿puedo demandar a la Ciudad por los mismos reclamos legales más adelante?	
OBJETAR EL ACUERDO	PÁGINA 9
19. ¿Cómo le comunico al Tribunal que no estoy conforme con el Acuerdo?	
20. ¿Puedo acudir al Tribunal para hablar de mi objeción?	
21. ¿Cuál es la diferencia entre objetar al Acuerdo y solicitar ser excluido de él?	
AUDIENCIA DE APROBACIÓN DEFINITIVA DEL TRIBUNAL	PÁGINA 10
22. ¿Cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo?	
23. ¿Tengo que asistir a la audiencia?	
24. ¿Puedo hablar en la audiencia?	
SI NO HICIERA NADA	PÁGINA 10
25. ¿Qué ocurre si no hiciera nada?	
OBTENER MÁS INFORMACIÓN	PÁGINA 11
26. ¿Cómo puedo obtener más información?	

INFORMACIÓN BÁSICA

1. ¿Por qué se emitió este aviso?

Un Tribunal autorizó este aviso porque usted tiene derecho a conocer la conciliación propuesta de esta demanda colectiva y todas sus opciones antes de que el Tribunal decida si concede la aprobación definitiva del acuerdo. Este aviso explica la demanda, la conciliación, sus derechos legales, qué beneficios están a su disposición y quién puede recibirlos.

2. ¿De qué trata esta demanda?

El juez Stuart M. Rice del Tribunal superior del estado de California, condado de Los Ángeles (el “Tribunal”) supervisa esta demanda colectiva. El caso se conoce como *Hoffman v. City of Los Angeles* (Hoffman vs. la ciudad de los Ángeles), caso número BC672326 (la “Acción”). Las personas que presentaron esta demanda colectiva se denominan los “Demandantes” y la ciudad de Los Ángeles es la “Demandada”. Los Demandantes alegan que la Ciudad determinó de manera indebida el Factor de compensación de invierno seco anual, que se utiliza para calcular los cargos por servicio de aguas residuales para inmuebles unifamiliares e inmuebles multifamiliares de cuatro o menos unidades que carecen de contadores de agua interiores (tributarios) y exteriores (no tributarios), cobrando así en exceso a dichos clientes, con el período del grupo del acuerdo que va desde el 4 de mayo de 2016 hasta el 30 de junio de 2022, inclusive. Los Demandantes alegan además que la Ciudad no devolvió de manera oportuna al Fondo de construcción y mantenimiento del alcantarillado ciertos pagos en exceso de costos relacionados efectuados en relación con el proceso anual de elaboración de presupuestos para los departamentos municipales que prestaban diversos servicios para el sistema de alcantarillado. Según los Demandantes, el hecho de que la Ciudad no devolviera de manera oportuna el dinero al Fondo de construcción y mantenimiento del alcantarillado constituyó una infracción al artículo XIII D, sección 6 de la Constitución de California.

El Tribunal celebró un juicio de fase I y decidió que la Ciudad determinó de manera indebida el Factor de compensación de invierno seco e infringió ciertos requisitos procedimentales del artículo XIII D, sección 6 de la Constitución de California. La fase de prueba continuó con respecto al reclamo de pagos en exceso de costos relacionados. Aunque la Ciudad continúa denegando responsabilidad, las partes han convenido un acuerdo para evitar los gastos y el riesgo de litigio continuo y ofrecer un beneficio inmediato y sustancial a los contribuyentes de la tasa de alcantarillado. Puede obtener más información sobre el caso y el Acuerdo en www.LASewerChargeSettlement.com, al llamar al Administrador de reclamos al 1-877-390-3368 o escribir al Administrador de reclamos o al Abogado de los demandantes, cuya información de contacto se establece en el párrafo 26. Puede encontrar una copia de la Estipulación y otros documentos relevantes en www.LASewerChargeSettlement.com.

3. ¿Qué es una demanda colectiva?

En una demanda colectiva, una o más personas a las que se denomina los “Representantes del grupo” (en este caso, Adam Hoffman y Samuel Jason) demandan en nombre de otras personas y entidades que tienen reclamos similares. El Tribunal ha determinado que, a efectos de la resolución, el caso debe proceder como una demanda colectiva. Juntos, las personas y entidades incluidas en la demanda colectiva se denominan el “Grupo del acuerdo” o los “Miembros del grupo del acuerdo”. El Tribunal resolverá las cuestiones para todos los Miembros del grupo del acuerdo, excepto para aquellos que se excluyesen del Grupo del acuerdo.

4. ¿Por qué existe una conciliación?

El Tribunal no ha determinado de manera definitiva si los Demandantes o la Ciudad tenían razón. En vez de ello, las partes convinieron una conciliación. De este modo, evitan el costo y la carga de más litigios en el tribunal de primera instancia y en la apelación y las personas y entidades afectadas por la conducta supuestamente ilícita pueden obtener beneficios. Los Representantes del grupo y sus abogados creen que la conciliación es mejor para todos los Miembros del grupo del acuerdo.

QUIÉNES ESTÁN INCLUIDOS EN LA CONCILIACIÓN

5. ¿Cómo sé si soy parte de la conciliación?

El Acuerdo incluye a todos los titulares de cuenta que pagaron cargos por servicio de alcantarillado a la ciudad de Los Ángeles calculados utilizando el factor de compensación de invierno seco (es decir, clientes de L.A. Sanitation con inmuebles residenciales (cuatro o menos unidades, no “vivienda múltiple”) que carecían de medidores de agua interiores (tributarios) y exteriores (no tributarios) separados) en cualquier momento desde el 4 de mayo de 2016 hasta el 30 de junio de 2022, inclusive (el “Período de la demanda colectiva”).

6. ¿Existen excepciones para ser incluido?

Sí, el Acuerdo no incluye: (a) ningún juez a quien se asignase o se hubiese asignado este caso; (b) ningún funcionario y concejal de la Ciudad y (c) Personas que de otro modo se ajustasen a la definición del Grupo del acuerdo que presentasen solicitudes de exclusión oportunas y válidas que fuesen aceptadas por el Tribunal.

7. ¿Qué ocurre si aún no estuviese seguro de formar parte de la conciliación?

Si no estuviese seguro de si está incluido, llame al 1-877-390-3368, visite www.LASewerChargeSettlement.com o escriba a uno de los abogados enumerados en la pregunta 26.

LOS BENEFICIOS DE LA CONCILIACIÓN: QUÉ OBTIENE SI CUMPLIESE LOS REQUISITOS

8. ¿Qué dispone la conciliación?

La Conciliación consta de dos componentes: (a) Reparación monetaria y (b) Reparación no monetaria.

Componente de la reparación monetaria: la Ciudad ha convenido crear un Fondo del acuerdo de USD 57.5 millones. La Conciliación establece que el Fondo del acuerdo, después de la deducción de los honorarios y gastos de abogados aprobados por el Tribunal, las compensaciones por servicio, los costos de notificación y administración y los impuestos, se dividirán entre todos los Miembros del grupo del acuerdo que fuesen validados por la Ciudad como que han pagado los cargos por el servicio de alcantarillado en cuestión, a cambio de la resolución de este caso y de la exoneración por parte de los Miembros del grupo del acuerdo de los reclamos relacionados con este caso.

Componente de reparación no monetaria: la Conciliación establece que:

(a) la Ciudad implementará la metodología convenida para determinar el Factor de compensación de Invierno seco (basado en el modelo utilizado por el perito de los Demandantes) establecido en el anexo C de la Estipulación. Esto se implementará a partir del año fiscal 2022-2023. Sin perjuicio de esta implementación, nada de lo dispuesto en este Acuerdo de conciliación impide que la Ciudad implementase otras metodologías de cálculo en relación con la adopción de tarifas nuevas tras el proceso de la Propuesta 218;

(b) la Ciudad realizará la reconciliación de costos relacionados y devolverá al Fondo de construcción y mantenimiento de alcantarillado (Fondos 760 y 761) (el “Fondo CMS”) los importes adeudados en virtud de la reconciliación tan pronto como fuese razonablemente posible después del cierre de cada ejercicio fiscal y, a más tardar, el 31 de diciembre de cada ejercicio fiscal. Como resultado de esta Acción, la Ciudad aceleró la devolución de USD 59,508,087 de su Fondo general al fondo SCM por sobreasignaciones acumuladas de costos relacionados hasta el ejercicio fiscal 2021-2022. En el futuro, no habrá un saldo de conciliación contable de costos relacionados de acumulación multianual, ya que el reembolso se realizará cada año fiscal. La conciliación se realizará para todos los departamentos que recibiesen más de USD 2,000,000 anuales en costos afines del Fondo SCM;

(c) la Ciudad incluirá las contribuciones a las pensiones en la conciliación de pagos en exceso y se asegurará de que los ajustes del Sistema de Jubilación de Empleados Municipales de Los Ángeles se asignasen de nuevo al Fondo SCM en proporción a los gastos de contribución a las pensiones del Fondo SCM;

(d) para cada uno de los tres años fiscales posteriores a la Fecha de entrada en vigor del acuerdo, la Ciudad proporcionará una declaración bajo pena de perjurio al final de cada año fiscal al Abogado de los demandantes, a más tardar, el 31 de enero, confirmando que ha cumplido con cada una de las disposiciones

descritas con anterioridad de la Reparación no monetaria.

9. ¿A cuánto ascenderá mi pago en efectivo?

Si se aprobase el Acuerdo, el Plan de asignación regirá cómo se distribuirá el Fondo neto de la conciliación entre los Demandantes autorizados.³ En virtud del Plan de asignación en este caso, se calculará un Reclamo reconocido para cada Demandante autorizado durante el Período de la demanda colectiva. Un “Reclamo reconocido” será la suma de los pagos en exceso pagados por un Miembro del grupo del acuerdo durante el Período de la demanda colectiva. El Fondo neto de la conciliación se distribuirá a los Demandantes autorizados en forma proporcional a la cuantía relativa de sus Reclamos reconocidos. De manera específica, se calculará un “Importe de distribución” para cada Demandante autorizado, que será el Reclamo reconocido del Demandante autorizado dividido por el total de Reclamos reconocidos de todos los Demandantes autorizados, multiplicado por el importe total en el Fondo neto de la conciliación. Si el Importe de distribución de cualquier Demandante autorizado se calculase a menos de USD 10.00, no se incluirá en el cálculo y no se le realizará distribución alguna. Los Importes de distribución inferiores a USD 10.00 se incluirán en el fondo distribuido a aquellos Miembros del grupo del acuerdo cuyos Importes de distribución fuesen de USD 10.00 o más.

En la medida en que quedase dinero en el fondo seis (6) meses después de la distribución inicial, si los Abogados del grupo, en consulta con el Administrador de reclamos, determina que es rentable hacerlo, el Administrador de reclamos llevará a cabo una redistribución de los fondos restantes después del pago de cualquier cargo y gasto impago incurrido en la administración del Acuerdo, incluida dicha redistribución, a los Demandantes autorizados que hubiesen cobrado sus distribuciones iniciales y que recibirían, al menos, USD 10.00 de dicha redistribución. A partir de entonces, podrán producirse redistribuciones adicionales a los Demandantes autorizados que hubiesen cobrado sus cheques anteriores y que recibirían, al menos, USD 10.00 en dichas redistribuciones adicionales si los Abogados del grupo, en consulta con el Administrador de reclamos, determinasen que las redistribuciones adicionales, después de la deducción de cualquier cargo y gasto adicional incurrido en la administración del Acuerdo, incluidas dichas redistribuciones, serían rentables. En el momento en que se determinase que la redistribución de los fondos restantes en el Fondo neto de la conciliación no es rentable, el saldo restante se contribuirá en partes iguales a las organizaciones sin ánimo de lucro no sectarias Heal the Bay y LA Waterkeeper. En el caso de que Heal the Bay y LA Waterkeeper no fuesen aprobados por el Tribunal o que por cualquier motivo no pudiesen aceptar los fondos, el saldo restante se aportará a una organización u organizaciones no sectarias y sin fines de lucro que serán recomendadas por el Abogado de los demandantes en consulta con la Ciudad y aprobadas por el Tribunal o se distribuirá de cualquier otra forma que aprobase el Tribunal.

Suponiendo que todos los Miembros del grupo del acuerdo decidiesen participar en el Acuerdo, la recuperación promedio estimada (antes de la deducción de los honorarios de abogados aprobados por el Tribunal, los Premios por servicios, los Impuestos, los Gastos de litigio y otros costos) será de USD 80.56 por Miembro del grupo de la conciliación. Sin embargo, los Miembros del grupo del acuerdo deben tener en cuenta que la recuperación anterior es solo una estimación. *Su recuperación real dependerá de una serie de factores, incluidos, entre otros, los años en los que fue cliente, el monto del Cargo por servicio de alcantarillado residencial que pagó, el número de Reclamantes autorizados y el monto de los honorarios de abogados y las costas judiciales otorgados por el Tribunal, etc.*

CÓMO OBTENER UN PAGO EN EFECTIVO: ¿NECESITO ENVIAR UN FORMULARIO DE RECLAMO?

10. ¿Cómo obtengo un pago en efectivo de la conciliación?

Lo que tiene que hacer para obtener un pago depende de si tiene una cuenta activa de servicios de alcantarillado

³ “Reclamante autorizado” significa: (i) un Miembro del grupo de clientes actuales que no se excluyese del Acuerdo o (ii) un Miembro del grupo de exclientes que presentase en tiempo y forma un formulario de Prueba de reclamo al Administrador de reclamos. “Miembros del grupo de clientes actuales” se refiere a Miembros del grupo del acuerdo que tienen una cuenta activa de servicios de alcantarillado con la ciudad de Los Ángeles a la Fecha de entrada en vigor. “Miembros del grupo de exclientes” se refiere a los Miembros del grupo del acuerdo que ya no tienen una cuenta activa de servicios de alcantarillado con la ciudad de Los Ángeles a la Fecha de entrada en vigor.

con la Ciudad.

Miembros del grupo de clientes actuales: si fuese un Miembro del grupo del acuerdo que tiene una cuenta activa de servicios de alcantarillado con la Ciudad, no tiene que hacer nada para tener derecho a un pago. La Ciudad tiene su historial de pagos y ha proporcionado la información necesaria para que el Administrador de reclamos envíe un cheque a su dirección actual. Solo tendrá derecho a recibir dinero si su Importe de distribución se calculase por más de USD 10.00. Si se mudase o se hubiese mudado recientemente, comuníquese con el Administrador de reclamos al 1-877-390-3368 o por correo electrónico a info@LASewerChargeSettlement.com, o por escrito a *Hoffman v. City of Los Angeles*, c/o A.B. Data, Ltd., P.O. Box 173004, Milwaukee, WI, 53217, y facilite su dirección nueva e información de contacto. Para evitar fraudes, es posible que se le solicite la información necesaria para confirmar su identidad, como su número de cuenta del LADWP.

Miembros del grupo de exclientes: si fuese un Miembro del grupo del acuerdo que ya no tiene una cuenta activa de servicios de alcantarillado con la Ciudad, debe enviar un Formulario de reclamo para recibir un pago en efectivo de esta Conciliación. El Formulario de reclamo se puede encontrar en www.LASewerChargeSettlement.com o se le enviará por correo si lo solicitase al Administrador de reclamos al 1-877-390-3368. Los Formularios de reclamo deben tener sello postal anterior al 24 de septiembre de 2023 o enviarse de manera electrónica al Administrador de reclamos antes de esa fecha. Solo tendrá derecho a recibir dinero si su Importe de distribución se calculase por más de USD 10.00.

11. ¿Cuándo recibiría mi pago en efectivo?

El Tribunal celebrará una audiencia el 20 de diciembre de 2023 para decidir si otorga su aprobación definitiva del acuerdo. Si el Tribunal lo aprobase, puede haber apelaciones. Siempre es incierto si se presentarán apelaciones y, en caso afirmativo, cuánto tiempo se tardará en resolverlas. Los pagos de la Conciliación se distribuirán tan pronto como fuese posible, solo si, y cuando, el Tribunal concediese la aprobación definitiva del acuerdo y después de que se resolviesen las apelaciones.

12. ¿A qué derechos estoy renunciando para obtener un pago en efectivo y permanecer en el Grupo del acuerdo?

A menos que se excluyese, se quedará en el Grupo del acuerdo. En caso de aprobarse la Conciliación en forma definitiva, todas las órdenes del Tribunal le serán aplicables y lo obligarán legalmente. No podrá demandar, continuar demandando ni formar parte de ninguna otra demanda contra la Ciudad o los Exonerados del demandado (*consulte* nota 5) sobre las cuestiones legales resueltas por esta Conciliación. Los derechos a los que renuncia se denominan “Reclamos de los demandantes exonerados”.

13. ¿Cuáles son los reclamos que se exoneran?

Si fuese un Miembro del grupo del acuerdo y no se excluyese del Grupo, estará obligado por cualquier orden emitida por el Tribunal. Si, y cuando, la Conciliación se convirtiese en definitiva, se considerará que los Miembros del grupo del acuerdo, en su nombre y en el de sus respectivos herederos, albaceas, administradores, predecesores, sucesores, abogados y cesionarios, en su calidad de tales han, y por efecto de las leyes y de la sentencia habrán, de manera total, definitiva y a perpetuidad, transigido, llegado a un acuerdo, exonerado, resuelto, liberado, abandonado y cancelado todas y cada uno de los Reclamos de los demandantes exonerados⁴ contra la Ciudad y

⁴ “Reclamos de los demandantes exonerados” se refiere a todos los reclamos y las causas de cualquier naturaleza y descripción, ya sean reclamos conocidos o desconocidos, ya sea que surgiesen en virtud del derecho federal, estatal, consuetudinario o legislación extranjera, que los Demandantes o cualquier otro miembro del Grupo del acuerdo (i) hicieron valer en la Demanda o (ii) podrían haber hecho valer en cualquier foro que surgiesen o se basara en las acusaciones, las transacciones, los hechos, los asuntos o los sucesos, las declaraciones o las omisiones involucradas, establecidas o a las que se hace referencia en la Demanda y que se relacionan con el pago de Cargos por servicios de alcantarillado a la Ciudad de Los Ángeles calculados utilizando el Factor de compensación de invierno seco durante el Período de la demanda colectiva o el uso de los ingresos por cargos por servicios de alcantarillado para fines no permitidos en virtud de la Propuesta 218

los demás Exonerados del demandado⁵ y se les prohibirá para siempre interponer cualquier Reclamo de los demandantes exonerados contra cualquiera de los Exonerados del demandado.

Concomitantemente, si y cuando la Conciliación se convirtiese en definitiva, se considerará que los otros Exonerados del demandado, en su nombre y en el de sus respectivos herederos, albaceas, administradores, predecesores, sucesores, abogados y cesionarios, en su calidad de tales, han, y por efecto de las leyes y de la sentencia habrán, de manera total, definitiva y a perpetuidad, transigido, llegado a un acuerdo, exonerado, resuelto, liberado, abandonado y cancelado todos y cada uno de los Reclamos del demandado exonerado⁶ contra los Demandantes y los demás Exonerados del demandante⁷ y se les prohibirá a perpetuidad interponer cualquier Reclamo del demandado exonerado contra cualquiera de los Exonerados de los demandantes. Esta exoneración no se aplicará a ninguna persona o entidad que presentase una solicitud de exclusión del Grupo del acuerdo aceptada por el Tribunal. Además, para evitar dudas, esta exoneración no se aplicará a ningún reclamo del Demandado o de ningún otro Demandado exonerado que surgiese o se relacionase de alguna manera con: (i) tasas o cargos de alcantarillado en mora o (ii) dinero adeudado por un Miembro del grupo del acuerdo por cualquier otro servicio, cargo o tasa de la Ciudad; en otras palabras, se relaciona solo con la institución, el procesamiento o la resolución de los reclamos presentados en la Acción contra el Demandado.

Una copia de la Estipulación que contiene las exoneraciones mutuas que se otorgarán en la Conciliación está disponible en www.LASewerChargeSettlement.com.

LOS ABOGADOS QUE LO REPRESENTAN

14. ¿Tengo un abogado en este caso?

Sí, el Juez Stuart M. Rice designó a Glancy Prongay & Murray LLP, 1925 Century Park East, Suite 2100, Los Ángeles, California, 90067, para representarlo a usted y a otros Miembros del grupo del acuerdo como los “Abogados del grupo”. Los abogados de Glancy Prongay & Murray LLP tienen experiencia en el manejo de casos complejos como este. No se le cobrará por estos abogados. Si deseara que lo representase su propio abogado, podrá contratar uno asumiendo los cargos.

(Constitución de California, art. 13D, sección 6). Los Reclamos de los demandantes exonerados no incluyen: (i) ningún reclamo relacionado con el ejecución de la Conciliación y (ii) ningún reclamo de ninguna Persona que presentase una solicitud de exclusión que fuese aceptada por el Tribunal.

⁵ “Exonerados del demandado” se refiere a la Ciudad y a cada uno de sus empleados, funcionarios, agentes, gerentes, secretarios, funcionarios, directores y abogados actuales y anteriores, incluidos, entre otros, el alcalde de la Ciudad de Los Ángeles, los concejales de la ciudad de Los Ángeles, los administradores de la ciudad de Los Ángeles, los secretarios de la ciudad de Los Ángeles y los directores financieros de la ciudad de Los Ángeles, en su calidad de tales.

⁶ “Reclamos del demandado exonerado” se refiere a todas los reclamos y las causas de cualquier naturaleza y descripción, ya sean reclamos conocidos o desconocidas que surgiesen en virtud del derecho federal, estatal, consuetudinario o legislación extranjera o se relacionasen de alguna manera con la institución, el procesamiento o la resolución de los reclamos presentados en la Acción contra el Demandado. Los Reclamos del demandado exonerado no incluyen: (i) ningún reclamo relacionado con el ejecución de la Conciliación y (ii) ningún reclamo de ninguna Persona que presentase una solicitud de exclusión del Grupo del acuerdo que fuese aceptada por el Tribunal. Además, para evitar dudas, los Reclamos del demandado exonerado no incluyen reclamos del Demandado o de los Exonerados del demandado que surgiesen o se relacionasen de alguna manera con: (i) tasas o cargos de alcantarillado en mora o (ii) dinero adeudado por un Miembro del grupo del acuerdo por cualquier otro servicio, cargo o tasa de la Ciudad; en otras palabras, los Reclamos del demandado exonerado se relacionan solo con la institución, el procesamiento o la resolución de los reclamos presentados en la Acción contra el Demandado.

⁷ “Exonerados de los demandantes” se refiere a los Demandantes, sus respectivos abogados y todos los demás Miembros del grupo del Acuerdo y sus respectivos funcionarios, directores, agentes, compañías matrices, filiales, subsidiarias, sucesores, predecesores, beneficiarios, cesionarios, empleados y abogados actuales y anteriores, en sus capacidades como tales.

15. ¿Cómo se les pagará a los abogados?

Los Abogados del grupo de demandantes no han recibido pago alguno por sus servicios en la tramitación de reclamos contra la Ciudad en nombre del Grupo del acuerdo ni se les han reembolsado los gastos en que incurrieron. Antes de la Audiencia de conciliación, los Abogados del grupo solicitarán al Tribunal la concesión de honorarios de abogados por un monto que no excediese el 33⅓ % del Fondo del acuerdo. Al mismo tiempo, los Abogados del grupo también tienen la intención de solicitar el reembolso de las costas judiciales por un monto que no superase los USD 600,000 y las compensaciones por servicio para cada uno de los Representantes del grupo por un monto que no superase los USD 25,000 por representante para compensarles por el tiempo y el esfuerzo que dedicaron a la Acción en nombre del Grupo del acuerdo. El Tribunal determinará el monto de los honorarios de abogados, el reembolso de las costas judiciales y las compensaciones por servicios. Las sumas que fuesen aprobadas por el Tribunal se pagarán del Fondo del acuerdo. Los Miembros del grupo del acuerdo no son personalmente responsables de dichos honorarios o gastos. La Ciudad se ha reservado el derecho, pero no está obligada, a oponerse a ninguna solicitud de honorarios de abogados que superase el 20 % del Fondo del acuerdo, las costas judiciales que superasen los USD 300,000 y las compensaciones por servicios que superasen los USD 10,000 para cada Demandante.

EXCLUIRSE DE LA CONCILIACIÓN

Si deseara conservar el derecho de demandar o continuar demandando a la Ciudad o a los otros Exonerados del demandado sobre los reclamos legales de este caso y no deseara recibir un pago en efectivo de este Acuerdo, debe tomar medidas para salir del Grupo del acuerdo. Esto se llama excluirse o salir de la conciliación.

16. ¿Cómo me excluyo de la conciliación?

Cada Miembro del grupo del acuerdo estará obligado por todas las decisiones y sentencias de este juicio, ya sean favorables o desfavorables, a menos que dicha persona o entidad enviase por correo o entregase una Solicitud de exclusión por escrito del Grupo del acuerdo, dirigida a *Hoffman v. City of Los Angeles*, EXCLUSIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI, 53217. La solicitud de exclusión debe *recibirse*, a más tardar, el 29 de noviembre de 2023. No podrá excluirse del Grupo del acuerdo después de esa fecha. Cada Solicitud de exclusión debe (a) indicar el nombre, la dirección y el número de teléfono de la persona o entidad que solicita la exclusión y, en el caso de las entidades, el nombre y número de teléfono de la persona de contacto correspondiente; (b) expresar claramente su deseo de ser excluido del Grupo del acuerdo, de no participar en la Conciliación y de no recibir beneficio alguno de ella; (c) incluir su número de cuenta del Departamento de Agua y Energía de Los Ángeles (Los Angeles Department of Water and Power, LADWP) y (d) estar firmada por la persona o entidad que solicita la exclusión o un representante autorizado. La Solicitud de exclusión no será válida y efectiva a menos que: (a) proporcionase toda la información solicitada en este párrafo; (b) se recibiese dentro del plazo indicado con anterioridad o fuese aceptada de otro modo por el Tribunal y (c) la persona o entidad que solicita la exclusión fuese el Titular de la cuenta o su representante autorizado.

17. Si me excluyese, ¿puedo seguir recibiendo un pago en efectivo de este Acuerdo u objetar?

No, si se excluyese, le está indicando al Tribunal que no desea ser parte de la Conciliación. Solo puede recibir un pago en efectivo si permaneciera en la Conciliación. Solo puede presentar una objeción si permaneciera en la Conciliación.

18. Si no me excluyese, ¿puedo demandar a la Ciudad por los mismos reclamos legales más adelante?

No, a menos que se excluyese, está renunciando al derecho a demandar a la Ciudad y a los Exonerados del demandado por los reclamos que resuelve esta Conciliación. Si no deseara formar parte del Grupo del acuerdo, debe seguir estas instrucciones de exclusión, incluso, si tuviese en curso o interpusiese con posterioridad otra demanda, arbitraje u otro procedimiento relacionado con algún Reclamo de los demandantes exonerados contra alguno de los Exonerados del demandado.

OBJECIÓN A LA CONCILIACIÓN

Puede indicarle al Tribunal que no está de acuerdo con la Conciliación o cualquier parte de esta.

19. ¿Cómo le comunico al tribunal que no estoy conforme con la conciliación?

Si fuese un Miembro del grupo del acuerdo, puede objetar la Conciliación si no estuviese de acuerdo con ella o alguna de sus disposiciones, incluida la solicitud de los abogados de los Demandantes de (a) la concesión de honorarios de abogados; (b) el reembolso de las costas judiciales y (c) la compensación por servicios para los Demandantes (la “Solicitud de honorarios y gastos”). Puede exponer las razones por las que considera que el Tribunal no debería aprobar la Conciliación o la Solicitud de honorarios y gastos. El Tribunal considerará su opinión. Su objeción debe ser por escrito e incluir: (a) una firma del Miembro del grupo del acuerdo (y su abogado, si se representase de manera individual); (b) un título o una leyenda que la identificase como “Objeción al acuerdo de la demanda colectiva en *Hoffman v. City of Los Angeles*, caso número BC672326”; (c) información suficiente para identificar y comunicarse con el Miembro del grupo del acuerdo que se opone (y su abogado contratado individualmente, si lo hubiera); (d) una declaración clara y concisa de los motivos o fundamentos legales para la objeción del Miembro del grupo del acuerdo; (e) el número de cuenta LADWP del Miembro del grupo del acuerdo; (f) una lista del número de veces en las que el objetante o su abogado se han opuesto a un acuerdo de demanda colectiva dentro de los cinco años anteriores a la fecha en que el objetante presenta la objeción, el título de cada caso en el que el objetante o su abogado hubiesen hecho dicha objeción y una copia de todas las órdenes relacionadas con las objeciones anteriores del objetante o que las resolviesen, emitidas por los tribunales de primera instancia y de apelación en cada uno de los casos enumerados; (g) todos y cada uno de los acuerdos relacionados con la objeción o el proceso de objeción, ya sea por escrito o verbal, entre el objetante o el abogado del objetante y cualquier otra persona o entidad; (h) una lista de todas las personas a las que se llamará para testificar en la Audiencia de conciliación en apoyo de la objeción y (i) una declaración que confirmase si el objetante pretende comparecer personalmente o testificar en la Audiencia de conciliación. La objeción debe enviarse por correo a *Hoffman v. City of Los Angeles*, OBJECTIONS, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217, de manera que se *recibiese*, a más tardar, el 29 de noviembre de 2023. Si contratase a un abogado para que le representase con el fin de plantear una objeción, el abogado debe efectuar un aviso de comparecencia y presentarlo ante el Tribunal, a más tardar, el 29 de noviembre de 2023.

20. ¿Puedo acudir al Tribunal para hablar de mi objeción?

Sí, Usted o su abogado pueden hablar en la Audiencia de conciliación sobre su objeción.

21. ¿Cuál es la diferencia entre objetar la Conciliación y solicitar ser excluido de ella?

La objeción consiste en informarle al Tribunal que no le agrada alguna parte de la Conciliación. Solo puede plantear una objeción si siguiese siendo un Miembro del grupo del acuerdo (es decir, si no se excluyese). Excluirse es informarle al Tribunal que no desea formar parte de la Conciliación. Si se excluyese, no podrá objetar porque la Conciliación ya no le afecta.

LA AUDIENCIA DE APROBACIÓN DEFINITIVA DEL TRIBUNAL

El Tribunal llevará a cabo una audiencia para decidir si aprueba la Conciliación. Puede asistir y pedir la palabra, pero no tiene la obligación de hacerlo para recibir un pago de la Conciliación.

22. ¿Cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo de conciliación?

La Audiencia de conciliación se celebrará el 20 de diciembre de 2023, a las 10:30 a. m., ante el Honorable Juez Stuart M. Rice en el Tribunal superior de Los Ángeles, sala 1, 312 N. Spring Street, Los Ángeles, California, 90012. El Tribunal se reserva el derecho de aprobar la Conciliación, la solicitud de los Abogados del grupo de la concesión de honorarios de abogados y el reembolso de las costas judiciales, la solicitud de los Representantes del grupo para las compensaciones por servicio o cualquier otro asunto relacionado con la Conciliación en o después de la Audiencia de conciliación sin aviso previo a los miembros del Grupo del acuerdo. El Tribunal también se reserva el derecho de celebrar la Audiencia de conciliación por teléfono o mediante videoconferencia. Si tuviese intención de asistir a la Audiencia de conciliación, debe confirmar la fecha, hora y ubicación en el sitio

web del acuerdo www.LASewerChargeSettlement.com o con los Abogados del grupo, dados los posibles cambios como resultado de la pandemia del COVID-19.

23. ¿Tengo que asistir a la audiencia?

No, los Abogados del grupo contestarán las preguntas que el juez Rice tuviese. Sin embargo, puede asistir a la audiencia asumiendo el costo. Si enviase una objeción, no es necesario que se presentase ante el Tribunal para hablar sobre ella. Siempre que su objeción por escrito se *recibiese* en debido tiempo y forma, el Tribunal la considerará. También puede pedir a su propio abogado que asistiese corriendo usted con gastos.

24. ¿Puedo hablar en la audiencia?

Sí, puede solicitarle permiso al Tribunal para hablar en la audiencia. No podrá hablar en la audiencia si se excluyese del Grupo del acuerdo.

SI NO HICIERA NADA

25. ¿Qué ocurre si no hiciera nada?

Si fuese Miembro del grupo del acuerdo y no hiciera nada, tendrá derecho a recibir un pago y renunciará a los derechos explicados en la pregunta 13, incluido su derecho a iniciar una demanda, continuar con una demanda o ser parte de cualquier otra demanda contra la Ciudad y los otros Exonerados del demandado sobre los problemas legales resueltos por esta Conciliación. Además, si fuese un Miembro del grupo de exclientes y no presentase un Formulario de reclamo, no tendrá derecho a recibir un pago en efectivo.

CÓMO OBTENER MÁS INFORMACIÓN

26. ¿Cómo puedo obtener más información?

Este aviso resume el Acuerdo de conciliación propuesto. Los detalles completos se proporcionan en la Estipulación. La Estipulación, el Formulario de reclamo y otros documentos importantes relacionados con la Acción están disponibles en www.LASewerChargeSettlement.com. También puede obtener información adicional al llamar al Administrador de reclamos al 1-877-390-3368 o escribir a *Hoffman v. City of Los Angeles*, c/o A.B. Data, Ltd., P.O. Box 173004, Milwaukee, WI, 53217. Los documentos archivados públicamente pueden obtenerse o revisarse al visitar la Oficina del Secretario, Tribunal superior de Los Ángeles, 312 N. Spring Street, Los Ángeles, California, 90012, durante el horario laboral habitual. Asimismo, puede comunicarse con los Abogados del grupo:

Jonathan Rotter, Esq.
Natalie Pang, Esq.
GLANCY PRONGAY Y MURRAY LLP
1925 Century Park East, Suite 2100
Los Angeles, CA 90067
(888) 773-9224
settlements@glancylaw.com

NO LLAME NI ESCRIBA AL TRIBUNAL, A LA OFICINA DEL SECRETARIO DEL TRIBUNAL, AL DEMANDADO NI A SU ABOGADO EN RELACIÓN CON ESTE AVISO.

Fecha: 12 de junio de 2023

Por orden del Tribunal superior del estado de California, condado de Los Ángeles, distrito central

EXHIBIT E

PROOF OF CLAIM FORM

Hoffman v. City of Los Angeles
c/o A.B. Data, Ltd.
P.O. Box 173004
Milwaukee, WI 53217
Toll-Free Number: (877) 390-3368
Settlement Website: www.LASewerChargeSettlement.com

GENERAL INSTRUCTIONS

A settlement has been reached with the City of Los Angeles (the “City”) in a class action lawsuit claiming, among other things, that the City overcharged certain customers of L.A. Sanitation for residential property sewer services.

The Settlement includes all Account Holders who paid Sewer Service Charges to the City of Los Angeles calculated using the Dry Winter Compensation Factor (*i.e.*, Residential Property (four or fewer units, non-“Multiple Dwelling”) and were customers of L.A. Sanitation who lack separate indoor (tributary) and outdoor (non-tributary) water meters) at any time from May 4, 2016, through June 30, 2022, inclusive (the “Settlement Class Period”).

What you have to do to get a payment depends on whether you have an active account for sewer services with the City.

Current Customer Class Members: If you are a Settlement Class Member who has an active account for sewer services with the City, you do not have to do anything to qualify for a payment. The City has your payment history and has provided the information necessary for the Claims Administrator to send a check to your current address. **If you are a Current Customer Class Member you do not need to submit a Claim Form.** If, however, your mailing address is going to change, please send the Claims Administrator written notification of your new mailing address.

Former Customer Class Members: If you are a Settlement Class Member who no longer has an active account for sewer services with the City, you must submit a Claim Form no later than **September 24, 2023**, to receive a cash payment from this Settlement.

In order to validate your claim, you must provide the following information:

1. The Notice ID included with your postcard or email notice.
2. The name of the primary account holder associated with your former account.
3. The service address associated with your former account.
4. The account number for your former account, if known.
5. Your current mailing address.

In addition, if you do not know your former account number, you must submit the following:

1. The last four digits of the Social Security Number or Tax Identification Number associated with the account.
2. **Individuals should also provide** the driver’s license number or state issued ID number associated with the account.

The Claim Form also asks for your email address and phone number for contact purposes.

The information provided on this Claim Form will be used solely by the Court-approved Claims Administrator for the purposes of administering the Settlement and will not be provided to any third party or sold for marketing purposes.

CLAIM FORMS MUST BE SUBMITTED NO LATER THAN SEPTEMBER 24, 2023.

You may submit your claim online at www.LASewerChargeSettlement.com or by mail to the Claims Administrator at the following address:

Hoffman v. City of Los Angeles
c/o A.B. Data, Ltd.
P.O. Box 173004
Milwaukee, WI 53217

QUESTIONS? CALL 1-877-390-3368 TOLL-FREE OR VISIT WWW.LASEWERCHARGESETTLEMENT.COM.

CLAIMANT INFORMATION

This Claim Form must be submitted online at www.LASewerChargeSettlement.com no later than September 24, 2023, or, if mailed, be postmarked no later than September 24, 2023.

NOTICE ID NUMBER – FOUND ABOVE MAILING BLOCK ON POSTCARD NOTICE OR AT THE TOP OF YOUR NOTICE EMAIL

PRIMARY ACCOUNT HOLDER NAME (MUST MATCH THE NAME OF THE ACCOUNT HOLDER)

FORMER ACCOUNT ADDRESS

CITY

STATE

ZIP

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

CURRENT ADDRESS

CITY

STATE

ZIP

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

FORMER ACCOUNT NUMBER (IF KNOWN)

LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OR TAX IDENTIFICATION NUMBER

DRIVER'S LICENSE NUMBER OR STATE ISSUED ID NUMBER

EMAIL ADDRESS

PHONE NUMBER

CERTIFICATION

By signing this claim submission, I certify, under penalty of perjury, that the information included with this claim submission is accurate and complete to the best of my knowledge, information, and belief. If I am submitting this claim submission on behalf of a claimant, I certify that I am authorized to submit this claim submission on the individual's behalf. I am, or the individual on whose behalf I am submitting this claim submission is, a member of the Settlement Class, and have not submitted a request to exclude myself from, or "opt out" of, the Settlement. I agree and consent to be communicated with electronically via email and/or phone. I agree to furnish additional information regarding this claim submission if requested to do so by the Claims Administrator.

Signature

Date

--	--

REMINDER CHECKLIST:

1. Please sign and date the above release and certification.
2. If your mailing address changes in the future, or if this Claim Form was sent to an old or incorrect address, please send the Claims Administrator written notification of your new address.
3. Keep copies of the completed Claim Form for your own records.
4. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at the address below, by email at info@LASewerChargeSettlement.com, or by toll-free phone at 1-877-390-3368, or you may visit www.LASewerChargeSettlement.com. **Please DO NOT call the City of Los Angeles or the Los Angeles Department of Water and Power with questions regarding your claim.**

THIS CLAIM FORM MUST BE **POSTMARKED OR SUBMITTED ELECTRONICALLY NO LATER THAN SEPTEMBER 24, 2023**, ADDRESSED AS FOLLOWS:

Hoffman v. City of Los Angeles
c/o A.B. Data, Ltd.
P.O. Box 173004
Milwaukee, WI 53217
Electronic Submissions: www.LASewerChargeSettlement.com

FORMULARIO DE PRUEBA DE RECLAMOS

Hoffman v. City of Los Angeles

c/o A.B. Data, Ltd.

P.O. Box 173004

Milwaukee, WI 53217

Número de teléfono gratuito: (877) 390-3368

Sitio web del acuerdo: www.LASewerChargeSettlement.com

INSTRUCCIONES GENERALES

Se ha llegado a un acuerdo con la ciudad de Los Ángeles (la “Ciudad”) en una demanda colectiva que afirma, entre otras cosas, que la Ciudad cobró en exceso a ciertos clientes de L.A. Sanitation por servicios de alcantarillado de inmuebles residenciales.

El Acuerdo incluye a todos los Titulares de cuenta que pagaron Cargos por servicio de alcantarillado a la ciudad de Los Ángeles calculados utilizando el Factor de compensación de invierno seco (es decir, Inmueble residencial (cuatro o menos unidades, no “Vivienda múltiple”) y que eran clientes de L.A. Sanitation que carecían de medidores de agua interiores (tributarios) y exteriores (no tributarios) separados) en cualquier momento desde el 4 de mayo de 2016 hasta el 30 de junio de 2022, inclusive (el “Período de la demanda colectiva”).

Lo que tiene que hacer para obtener un pago depende de si tiene una cuenta activa para los servicios de alcantarillado con la Ciudad.

Miembros del grupo de clientes actuales: si fuese un Miembro del grupo del acuerdo que tiene una cuenta activa de servicios de alcantarillado con la Ciudad, no tiene que hacer nada para tener derecho a un pago. La Ciudad tiene su historial de pagos y ha proporcionado la información necesaria para que el Administrador de reclamos envíe un cheque a su dirección actual. **Si fuese un Miembro actual del grupo de clientes, no necesita enviar un Formulario de reclamo.** No obstante, si su dirección postal fuese a cambiar, notifique por escrito al Administrador de reclamos su nueva dirección postal.

Miembros del grupo de exclientes: si fuese un Miembro del grupo del acuerdo que ya no tiene una cuenta activa de servicios de alcantarillado con la Ciudad, debe enviar un Formulario de reclamo, a más tardar, el **24 de septiembre de 2023** para recibir un pago en efectivo de este Acuerdo.

Para validar su reclamo, debe proporcionar la información siguiente:

1. la identificación de aviso incluido en su notificación postal o aviso por correo electrónico;
2. el nombre del titular principal de la cuenta asociado con su cuenta anterior;
3. la dirección de servicio asociada con su cuenta anterior;
4. el número de cuenta de su cuenta anterior, si se conociera;
5. su dirección postal actual.

Además, si no conociera su número de cuenta anterior, debe presentar lo siguiente:

1. los últimos cuatro dígitos del número de seguro social o número de identificación fiscal asociados con la cuenta;
2. **las personas también deben proporcionar** el número de licencia de conducir o el número de identificación emitido por el estado asociado con la cuenta.

El Formulario de reclamo también le pide su dirección de correo electrónico y número de teléfono para fines de contacto.

La información proporcionada en este Formulario de reclamo se empleará solo para la administración de los Acuerdos por parte del Administrador de reclamos designado por el Tribunal y no se proporcionará a tercero alguno ni se venderá para fines de comercialización.

**LOS FORMULARIOS DE RECLAMO DEBEN ENVIARSE, A MÁS TARDAR, EL 24 DE
SEPTIEMBRE DE 2023.**

Puede enviar su reclamo en línea en www.LASewerChargeSettlement.com o por correo al Administrador de reclamos a la dirección siguiente:

Hoffman v. City of Los Angeles
c/o A.B. Data, Ltd.
P.O. Box 173004
Milwaukee, WI 53217

INFORMACIÓN DEL RECLAMANTE

Este Formulario de reclamo debe enviarse en línea en www.LASewerChargeSettlement.com, a más tardar, el 24 de septiembre de 2023 o, si se enviase por correo, debe tener sello postal no posterior al 24 de septiembre de 2023.

NÚMERO DE IDENTIFICACIÓN DEL AVISO: SE ENCUENTRA ARRIBA DEL BLOQUE POSTAL EN LA NOTIFICACIÓN POSTAL O EN LA PARTE SUPERIOR DE SU CORREO ELECTRÓNICO DE AVISO

NOMBRE DEL TITULAR PRINCIPAL DE LA CUENTA (DEBE COINCIDIR CON EL NOMBRE DEL TITULAR DE LA CUENTA)

DIRECCIÓN DE CUENTA ANTERIOR

CIUDAD

ESTADO

CÓDIGO POSTAL

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

DIRECCIÓN ACTUAL

CIUDAD

ESTADO

CÓDIGO POSTAL

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

NÚMERO DE CUENTA ANTERIOR (SI SE CONOCIERA)

CUATRO ÚLTIMOS DÍGITOS DEL NÚMERO DE SEGURO SOCIAL O DEL NÚMERO DE IDENTIFICACIÓN FISCAL

NÚMERO DE LICENCIA DE CONDUCIR O NÚMERO DE IDENTIFICACIÓN EMITIDO POR EL ESTADO

CORREO ELECTRÓNICO

NÚMERO DE TELÉFONO

CERTIFICACIÓN

Al firmar este envío de reclamo, certifico, bajo pena de perjurio, que la información incluida en este documento es precisa y está completa a mi leal saber y entender. En el caso de que firmase este envío de reclamo en nombre de un reclamante, certifico que tengo una autorización para enviar este documento en nombre de esa persona. Yo, o la persona en nombre de quien envío este documento, soy miembro de la demanda colectiva y no he enviado solicitud alguna para que se me excluyese del Acuerdo ni tampoco he optado por no formar parte de este. Acepto y doy mi consentimiento para que se me comunicase de manera electrónica por correo electrónico o teléfono. Acepto proporcionar información adicional relacionada con este envío de reclamo en caso de que el Administrador de reclamos así me lo solicitase.

Firma

Fecha

--	--

LISTA DE VERIFICACIÓN:

1. firme y fechar la autorización y certificación anteriores;
2. si su dirección postal cambiase en el futuro o si este Formulario de reclamo se hubiese enviado a una dirección antigua o incorrecta, envíe al Administrador de reclamos una notificación por escrito de su dirección nueva;
3. guarde una copia del Formulario de reclamo completo para su archivo;
4. si tiene alguna pregunta o duda sobre su reclamo, comuníquese con el Administrador de reclamos en la dirección que se indica a continuación, por correo electrónico en info@LASewerChargeSettlement.com o por teléfono a la línea gratuita 1-877-390-3368 o puede visitar www.LASewerChargeSettlement.com. **NO llame a la Ciudad de Los Ángeles ni al Departamento de Agua y Energía de Los Ángeles si tiene preguntas con respecto a su reclamo.**

ESTE FORMULARIO DE RECLAMO DEBE TENER FECHA POSTAL, A MÁS TARDAR, EL 24 DE SEPTIEMBRE DE 2023 O ENVIARSE DE MANERA ELECTRÓNICA ANTES DE ESA FECHA, DIRIGIDO A:

Hoffman v. City of Los Angeles

c/o A.B. Data, Ltd.

P.O. Box 173004

Milwaukee, WI 53217

Envíos electrónicos: www.LASewerChargeSettlement.com

EXHIBIT F

Hoffman v. City of Los Angeles, Case No. BC672326

Exclusion Report

Exclusion Number	Name	Received Date
1	JUNE K. MARTIN	AUGUST 8, 2023
2	MARIA ELENA ESPARZA	AUGUST 23, 2023
3	FLORENCE SHIRVANIAN	SEPTEMBER 19, 2023

Exclusion #1
Received Date: 8/8/2023

7-28-2023

To:

Hoffman v. City of Los Angeles

Case: BC 672326

Exclusions

Sirs,

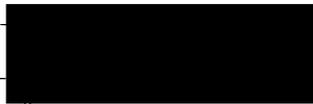
I wish to be excluded from
this settlement case; not to
participate or receive any
benefits.

I am a property owner.

My DWP account:

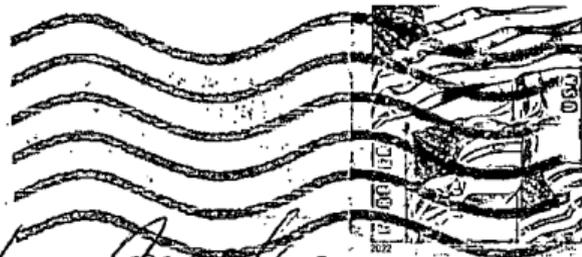
862-135-1000

June K. Martin



LOS ANGELES CA 900

31 JUL 2023 PM 9 L



Hoffman v. City of Los Angeles

EXCLUSIONS

c/o A. B. DATA, Ltd.

P. O. Box 173001

Milwaukee, WI

53217

53217-801201



8/13/23

TO: Hoffman v. City of Los Angeles, Exclusions
C/O A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

I, Maria Elena Esparza, living at

[REDACTED]

[REDACTED] express my desire
to be excluded from the Hoffman
v. City of Los Angeles Settlement Class.
My LADWP account number is [REDACTED]
[REDACTED]

I wish to be excluded, not participate
in, and to not receive any settlement
benefits connected to Hoffman v.
City of Los Angeles.

Thank you in advance.

Maria Elena Esparza

Maria Elena Esparza



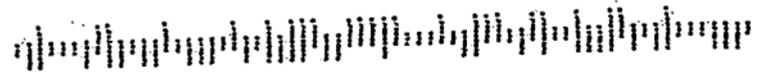
LOS ANGELES CA 900

15 AUG 2023 PM 11L



To: Hoffman v City of L.A. Exclusions
Clo A.B. Data, Ltd.
P.O. Box 173001
Milwaukee, WI 53217

53217-801201



Exclusion # 3
Recieved: 09/19/2023

Steven Shirvanian

September 11, 2023

Hoffman v. City of Los Angeles
EXCLUSIONS
c/o A.B. Data, Ltd
PO Box 173001
Milwaukee, WI 53217

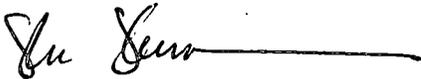
Subject: Opt-Out from Class Action Settlement for Florence Shirvanian

Sirs:

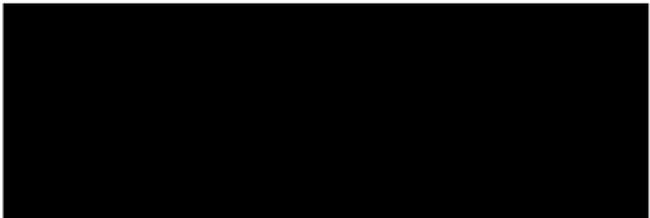
This is in response to the email regarding the Class Action Settlement that was sent to my deceased Mother. My Mother, Florence Shirvanian passed away in October 2022 and my sister and I are in the process of closing her estate and trust. The residence affected by the Settlement was sold in March 2023. We don't want any further financial activity to affect her accounts that could cause taxable events. Thus we are asking to be excluded from the settlement class, not participate in the settlement and not receive any benefits. My mother's information was:

 if you have any questions.

Sincerely,




Cc: Susan Weaver (sister)



SANTA BARBARA CA 931

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



Hoffman v. City of Los Angeles

EXCLUSIONS

c/o A.B. Data, Ltd

PO Box 173001

Milwaukee, WI 53217

53217-801201

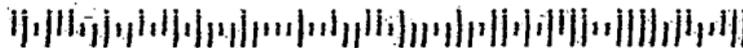
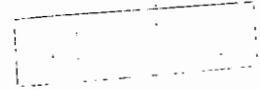
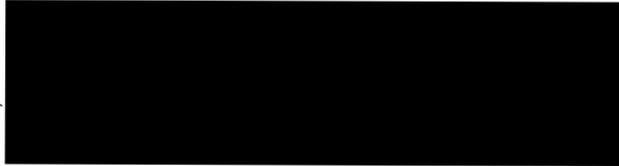


EXHIBIT G

Objection to Class Action Settlement in Hoffman v. City of Los Angeles, Case No. BC672326
Class Member Objection from Steven Littaua, representing himself in their own capacity

Contact Information:

Steven Littaua



Class Action Objection History: Not applicable; I have never objected to a class action settlement in the last five years.

Agreements relating to the objection: Not applicable; I am not an attorney, have not retained an attorney in this matter as of this submission, and do not possess any additional documents that relate to the objection or the process of objecting.

Settlement Hearing witness list: Not applicable; I do not have or plan to have any additional persons testify at the settlement hearing in support of the objection.

Personal appearance at the Settlement Hearing: I plan on appearing at the hearing on December 20th, 2023, and wish to speak if possible. There are exceptions in the event of a personal emergency or other activity that may conflict with an appearance before the Court. In light of my absence in the event I do not appear, I ask the Court to fully consider my objection to the Settlement before making a determination of the approval or denial of the Settlement. I also ask the Court not discredit or hold my objection in an unfavorable view due to my failure to appear.

Class Member Statement:

- **Background:** In regards to the Settlement Class Period, I have been an LADWP Account Holder in a subject to paying the Sewer Service Charge with a Dry Winter Compensation Factor from August 2020 to October 2021.
- **Why I am making an objection:** I am making an objection because of the lack of transparency in estimating a Class Member's Distribution Amount, and determining whether I, or other Class Members with similar circumstances, will be eligible to receive any payment from the Settlement and knowledgeably exercise our rights. I do not believe the Settlement is fair in the method of distribution or equitable compensation to the full Class.

- **Reasoning for objecting:** Under the Proposed Settlement, payments will only be distributed to Class Members who's Recognized Claim Distribution Amount is in the sum of \$10.00 or greater. If a Recognized Claim is found to be \$9.99 inclusive or less, a Class Member will not receive any payment, forfeit any rights to pursue in this matter further, and will have their potential share of the Settlement distributed to Class Members whom already exceeded the threshold of \$10.00 to receive a payment. In addition to this, any redistributions are then issued to Class Members who cashed their initial checks and not to Class Members with a \$9.99 inclusive or less Recognized Claim.

The method in which a Class Member is charged the Sewer Service Charge is by their water usage during a period determined by LA Sanitation ("Winter Water Usage"). This means the more water used during the Winter Water Usage period will equate to a higher Sewer Service Charge subject to the Dry Winter Compensation Factor at concern in this Settlement. Outside of normal household use, the primary reason for using more water stems from landscaping or fixtures such as a private pool, which are luxuries for those who can afford it. For an Account Holder living without large landscaping needs or a private pool, renting a home subject to a Sewer Service charge for a relatively short period of time, or conscious about their water use, their Recognized Claim will be considerably lower than an established long-time homeowner with water-intensive landscaping or a private pool.

Under the Proposed Settlement Agreement and in the Notice provided, there is no method in which a Class Member is able to calculate an estimated Distribution Amount of their Recognized Claim. The Notice Website only provides the ability to submit a claim or to check whether a claim has automatically been made. With this lack of information, a Class Member who would have a Distribution Amount under the proposed threshold is unable to effectively exercise their rights to exclude themselves and pursue the matter independently. Even if the monetary amount is economically and temporally infeasible to recover on an individual basis, denying the knowledge to a Class Member is denying the opportunity to make informed legal decision to a recovery they would otherwise be entitled to without the \$10.00 threshold restriction.

Whereas under the Proposed Settlement Agreement, if a Class Member fails to exclude themselves by the deadline and their calculated Distribution Amount is \$9.99 inclusive or less, they are still ineligible to receive any funds should any initial distribution checks remain uncashed and subject to redistribution. This is further denying Class Members who would otherwise be entitled to a payment, if the \$10.00 threshold did not exist, to share in the proceeds of the Settlement after claims greater than \$10.00 have already had an opportunity to receive their share of the Settlement Fund.

In summary, the proposed distribution method is disenfranchising Class Members from receiving a share of the Settlement Fund on the sole basis their Recognized Claim is less than an arbitrary threshold defined in the Proposed Settlement Agreement. These disenfranchised Class Members are purely comprised of those who didn't use enough water during the Class Period. This Settlement only serves to reward those who used at least enough water during the Class Period. Not a single cent will be given to those who were harmed below the distribution threshold and then barring these Class Members from seeking future compensation. Further, those who used more water during their Winter Water Usage period, in a drought-stricken area of California such as Los Angeles, are compensated more on a pro rata basis, and eligible for secondary distributions from uncashed checks.

Proposed Alternatives To The Current Proposed Settlement:

1. The Settlement Agreement is amended to eliminate the threshold of \$10.00 in order to receive a payment from the Settlement Fund. This would make all Class Members who submit a valid Recognized Claim eligible for a pro rata distribution of the Settlement Funds after deducting awards, fees, costs, and attorney's payment, regardless of their calculated Distribution Amount.
2. The Settlement Agreement is amended to provide a minimum payment to all Class Members who submit a valid Recognized Claim, regardless of their initially calculated Distribution Amount. For example, if the minimum payment is \$10.00, then all valid claims will receive \$10.00 regardless if their initially calculated Distribution Amount is \$9.99 inclusive or less. Any claims with an initially calculated Distribution Amount \$10.00 or greater would then receive their remaining share pro rata from the remaining Settlement Funds.

3. The Settlement Agreement is amended such that any remaining Settlement Funds after the initial distribution but remaining uncashed are then distributed to those who did not receive an initial payment of \$9.99 inclusive or less. If funds still remain from uncashed checks in this second distribution, then funds are distributed pro rata to all Class Members who cashed their initial issued checks.
4. The Settlement Administrator provides all valid Recognized Claims an estimated Distribution Amount after the deadline to file a claim. The deadline for exclusion is further extended to allow Class Members to exercise their rights to exclude themselves from the Settlement having knowledge they may not be eligible for a payment.
5. The Settlement Fund is increased such that all valid Recognized Claims are guaranteed an initial distribution payment of at least \$10.00 under the proposed method of distribution, rendering the current distribution method moot.

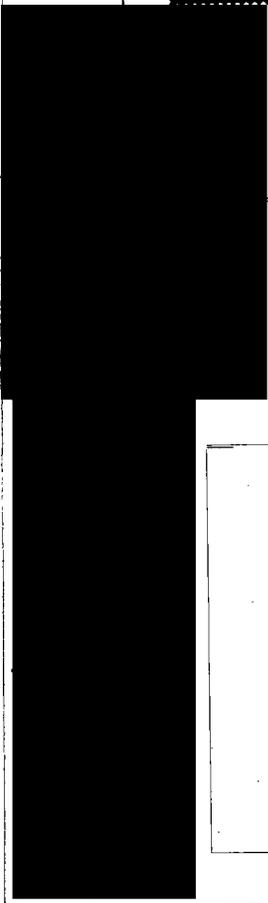
I would like to thank the Court for taking the time to consider my objection. As it currently stands, I respectfully ask the Court to reject the Settlement and encourage both parties to incorporate one or more of the proposed alternatives provided above.

Respectfully Submitted and Signed,



Steven Alexander Littau

10 September 2023



Retail  RDC 99
 U.S. POSTAGE PAID
 FCM LG ENV
 LOS ANGELES, CA 90025
 SEP 14, 2023
\$0.00
 R2304P119123-18

Hoffman v. City of Los Angeles
 OBJECTIONS
 c/o A.B. Data, Ltd.
 PO Box 173001
 Milwaukee, WI 53217



EXHIBIT H



A.B. Data, Ltd.
 Class Action Administration Company
 600 A.B. Data Drive
 Milwaukee, WI 53217

Date: November 6, 2023

Case Name: *Hoffman, et al. v. City of Los Angeles*

Notice and Claims Administration Estimate

Hoffman, et al. v. City of Los Angeles

Estimated Payments to Settlement Class Members: 536,350

	Quantity	Rate (\$)	Estimated Cost (\$)
Notification			
Deficiency/Ineligibility Notification	1,000	0.50	\$500.00
Project Management and Reporting			
Project Management	75	165	\$12,375.00
System Support	30	175	\$5,250.00
Staff	50	95	\$4,750.00
Quality Assurance	35	150	\$5,250.00
Contact Center Support			
Interactive Voice Response	5,000	0.50	\$2,500.00
CSRs/Live Operators (<i>per hour</i>)	250	45	\$11,250.00
Long Distance and 800 Number Charges	8,000	0.15	\$1,200.00
IVR & Line Maintenance (<i>per month</i>)	12	205	\$2,460.00
Dynamic Website Maintenance/Hosting	12	290	\$3,480.00
Fund Distribution			
Distribution Setup	1	1,750	\$1,750.00
Plan-of-Allocation Programming and Testing (<i>hourly</i>)	20	200	\$4,000.00
Receipt and Processing of Undeliverable Checks	5,250	1.25	\$6,562.50
Reissuance of Checks to Updated Addresses	4,463	2.50	\$11,157.50
Fund and Tax Administration			
QSF Income Tax Reporting (<i>per year</i>)	2	2,500	\$5,000.00
Printing and Mailing Checks	540,813	0.10	\$54,081.30
Check Processing Fee	540,813	0.10	\$54,081.30
Postage			
Postage - Checks and Other Correspondence	545,000	0.50	\$272,500.00
Total Estimated Project Cost			\$ 457,647.60

EXHIBIT 2

1 KEVIN F. RUF (#136901)
JOSEPH D. COHEN (#155601)
2 JONATHAN M. ROTTER (#234137)
NATALIE S. PANG (#305886)
3 GLANCY PRONGAY & MURRAY LLP
1925 Century Park East, Suite 2100
4 Los Angeles, California 90067
Telephone: (310) 201-9150
5 Email: info@glancylaw.com

6 Attorneys for Plaintiffs

7

8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

10

ADAM HOFFMAN, individually and on
behalf of all others similarly situated, and
11 SAMUEL JASON, individually and on behalf
12 of all others similarly situated,

13 Plaintiffs,

14 v.

15 CITY OF LOS ANGELES,

16 Defendant.

Case No. BC672326

**DECLARATION OF ADAM HOFFMAN
IN SUPPORT OF: (1) PLAINTIFFS'
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT; AND (2) CLASS
COUNSEL'S MOTION FOR AWARD OF
ATTORNEYS' FEES, REIMBURSEMENT
OF LITIGATION EXPENSES AND
CLASS REPRESENTATIVE SERVICE
AWARDS**

DATE: May 15, 2023

TIME: 10:30 a.m.

JUDGE: Hon. Stuart M. Rice

DEPT: SSC-1

17

18

19

20

21

22

23

24

25

26

27

28

1 I, Adam Hoffman, hereby declare as follows:

2 1. I am one of the Plaintiffs in the above-captioned action (the “Action”).¹ I make this
3 declaration in support of: (a) Plaintiffs’ Motion for Final Approval of Class Action Settlement; and
4 (b) Class Counsel’s Motion for an Award of Attorneys’ Fees, Reimbursement of Litigation
5 Expenses and Class Representative Service Awards. I am aware of and understand the requirements
6 and responsibilities of a representative plaintiff in a class action. I have personal knowledge of the
7 matters set forth in this declaration, as I have been directly involved in monitoring and overseeing
8 the prosecution of the Action, as well as the negotiations leading to the Settlement, and I could and
9 would testify competently to these matters under oath.

10 2. By Order filed on June 12, 2023, the Court certified Samuel Jason and me as Class
11 Representatives for the Settlement Class.

12 **I. OVERSIGHT OF THE LITIGATION**

13 2. I have been actively involved in the prosecution of this case since its inception. After
14 developing the claim with counsel, on May 4, 2017, I, through counsel, submitted a government
15 claim to the City of Los Angeles (the “City”) on behalf of myself and all similarly situated residential
16 sewer service charge customers of the City. The claim asserted, among other things, that the City
17 overbilled for residential sewer service charges by manipulating the Dry Winter Compensation
18 Factor. On August 15, 2017, I, through my attorneys, filed the initial complaint in the Action.

19 3. In fulfillment of my responsibilities as a Plaintiff on behalf of all Class Members in
20 this Action, I have worked closely with Plaintiffs’ Counsel, Glancy Prongay & Murray LLP
21 (“GPM”), regarding all aspects of the litigation and resolution of this case.

22 4. Throughout the litigation, I participated in discovery, received periodic status reports
23 from GPM on case developments, and engaged in regular discussions with Class Counsel
24 concerning the prosecution of the Action, the strengths of and risks to the claims, and potential
25 settlement. In particular, throughout the course of this Action, I: (a) regularly communicated with

26 _____
27 ¹ Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the
28 Stipulation and Agreement of Settlement dated May 30, 2023, and filed with the Court that same day.

1 my attorneys regarding the posture and progress of the case, as well as strategy; (b) responded to
2 discovery, including two sets of requests for production, two sets of requests for admission, two sets
3 of form interrogatories, and one set of special interrogatories; (c) reviewed all significant pleadings,
4 briefs, and rulings filed in the Action; (d) acted as a mock juror in the course of preparing the case
5 for trial; (e) consulted with my attorneys during the mediation and the many months of settlement
6 negotiations that followed; and (f) evaluated and approved the proposed Settlement on behalf of the
7 Settlement Class.

8 5. In total, I estimate that over the approximately six and a half years I have been
9 involved in this case, I devoted at least 50-60 hours to the litigation-related activities described
10 above. That was time that I otherwise would have spent engaged in my profession (healthcare
11 management), investing, or on other personal or business activities, and thus, represented a cost to
12 me.

13 6. From the outset of the case, when I submitted the government claim on behalf of
14 myself and all similarly situated residential sewer service charge customers of the City, I have done
15 my best to represent not only myself in this litigation, but also the proposed Settlement Class.

16 **II. APPROVAL OF THE SETTLEMENT**

17 7. Through my active participation, I was kept informed of the progress of the
18 settlement negotiations in this litigation. Before, during and after the mediation process presided
19 over by the Honorable Charles “Tim” McCoy (Ret.), I conferred with my attorneys regarding the
20 Parties’ respective positions and the mediator’s guidance. The negotiations were extensive and
21 lengthy, and I was involved throughout.

22 8. Based on my involvement throughout the prosecution and resolution of the claims
23 asserted in the Action, I believe that the Settlement provides an excellent recovery for the Settlement
24 Class, particularly in light of the risks of continued litigation. Thus, I believe that the proposed
25 Settlement is fair, reasonable, and adequate to the Settlement Class and I strongly endorse final
26 approval of the Settlement by the Court.

27
28

1 **III. CLASS COUNSEL’S MOTION FOR AN AWARD OF ATTORNEYS’ FEES,**
2 **REIMBURSEMENT OF LITIGATION EXPENSES AND REQUEST FOR SERVICE**
3 **AWARDS**

4 9. I believe Class Counsel’s request for an award of attorneys’ fees in the amount of
5 33⅓% of the Settlement Fund is fair and reasonable in light of the work Class Counsel performed
6 on behalf of the Settlement Class. I further believe that the litigation expenses Class Counsel has
7 requested reimbursement for are reasonable, and represent costs and expenses necessary for the
8 prosecution and resolution of the claims in the Action. Based on the foregoing, and consistent with
9 my obligation to the Settlement Class to obtain the best result at the most efficient cost, I fully
10 support Class Counsel’s motion for an award of attorneys’ fees and reimbursement of litigation
11 expenses.

12 10. It is my understanding that courts may award incentive or service payments to class
13 members who have provided a benefit to the class in the course of litigation. I was promised no
14 excess compensation for serving as a representative plaintiff in this Action. Nevertheless, I invested
15 a substantial amount of time and energy in the litigation. Accordingly, in connection with Class
16 Counsel’s request for attorneys’ fees and reimbursement of litigation expenses, I am respectfully
17 asking the Court for a service award in the amount of \$15,000.

18 11. As set forth above, over the course of this litigation, I devoted significant time to
19 furthering the interests of the Settlement Class in this Action, which was time that I otherwise would
20 have spent engaged in my profession (healthcare management), investing, or on other personal or
21 business activities, and thus, represented a cost to me. It is my belief that this request for a service
22 award is fair and reasonable and that the time and effort I devoted to this litigation was necessary to
23 help achieve an excellent result for the Settlement Class.

24
25
26 //
27 //
28 //

1 **IV. NO INTEREST IN PROPOSED *CY PRES* BENEFICIARIES**

2 12. I have no interest or involvement in the governance or work of either of the two
3 proposed *cy pres* recipients: (i) Heal the Bay; or (ii) Los Angeles Waterkeeper.

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

6 Executed on November 14, 2023, at Los Angeles, California.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Adam Hoffman

Adam Hoffman

EXHIBIT 3

1 KEVIN F. RUF (#136901)
JOSEPH D. COHEN (#155601)
2 JONATHAN M. ROTTER (#234137)
NATALIE S. PANG (#305886)
3 GLANCY PRONGAY & MURRAY LLP
1925 Century Park East, Suite 2100
4 Los Angeles, California 90067
Telephone: (310) 201-9150
5 Email: info@glancylaw.com

6 Attorneys for Plaintiffs

7

8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

10

ADAM HOFFMAN, individually and on
behalf of all others similarly situated, and
11 SAMUEL JASON, individually and on behalf
of all others similarly situated,

12

Plaintiffs,

13

v.

14

CITY OF LOS ANGELES,

15

Defendant.

16

17

18

19

20

21

22

23

24

25

26

27

28

Case No. BC672326

**DECLARATION OF SAMUEL JASON IN
SUPPORT OF: (1) PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT; AND (2)
CLASS COUNSEL'S MOTION FOR
AWARD OF ATTORNEYS' FEES,
REIMBURSEMENT OF LITIGATION
EXPENSES AND CLASS
REPRESENTATIVE SERVICE AWARDS**

DATE: December 20, 2023
TIME: 10:30 a.m.
JUDGE: Stuart M. Rice
DEPT: SSC-1

1 I, Samuel Jason, hereby declare as follows:

2 1. I am one of the Plaintiffs in the above-captioned action (the “Action”).¹ I make this
3 declaration in support of: (a) Plaintiffs’ Motion for Final Approval of Class Action Settlement; and
4 (b) Class Counsel’s Motion for an Award of Attorneys’ Fees, Reimbursement of Litigation
5 Expenses and Class Representative Service Awards. I am aware of and understand the requirements
6 and responsibilities of a representative plaintiff in a class action. I have personal knowledge of the
7 matters set forth in this declaration, as I have been directly involved in monitoring and overseeing
8 the prosecution of the Action, as well as the negotiations leading to the Settlement, and I could and
9 would testify competently to these matters under oath.

10 2. By Order filed on June 12, 2023, the Court certified Adam Hoffman and me as Class
11 Representatives for the Settlement Class.

12 **I. OVERSIGHT OF THE LITIGATION**

13 3. I have been actively involved in the prosecution of this case since December 2017.

14 4. In fulfillment of my responsibilities as a Plaintiff on behalf of all Class Members in
15 this Action, I have worked closely with Class Counsel, Glancy Prongay & Murray LLP (“GPM”),
16 regarding all aspects of the litigation and resolution of this case.

17 5. Throughout the litigation, I participated in discovery, received periodic status reports
18 from GPM on case developments, and engaged in regular discussions with Class Counsel
19 concerning the prosecution of the Action, the strengths of and risks to the claims, and potential
20 settlement. In particular, throughout the course of this Action, I: (a) regularly communicated with
21 my attorneys regarding the posture and progress of the case, as well as strategy; (b) responded to
22 discovery, including two sets of requests for production, two sets of requests for admission, two sets
23 of form interrogatories, and one set of special interrogatories; (c) reviewed all significant pleadings,
24 briefs, and rulings filed in the Action; (d) acted as a mock juror in the course of preparing the case
25 for trial, and attended portions of the trial; (e) consulted with my attorneys during the mediation and

26 _____
27 ¹ Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the
28 Stipulation and Agreement of Settlement dated May 30, 2023, and filed with the Court that same day.

1 the many months of settlement negotiations that followed; and (f) evaluated and approved the
2 proposed Settlement on behalf of the Settlement Class.

3 5. In total, I estimate that over the nearly six years I have been involved in this case, I
4 devoted at least 50-60 hours to the litigation-related activities described above to further the interests
5 of the Settlement Class in this case. That was time that I otherwise would have spent on my
6 profession (the practice of law), investing, or on other personal or business activities and, thus,
7 represented a cost to me.

8 6. From the outset of my involvement in the case, I have done my best to represent not
9 only myself in this litigation, but also the proposed Settlement Class.

10 **II. APPROVAL OF THE SETTLEMENT**

11 7. Through my active participation, I was kept informed of the progress of the
12 settlement negotiations in this litigation. Before, during and after the mediation process presided
13 over by the Honorable Charles “Tim” McCoy (Ret.), I conferred with my attorneys regarding the
14 Parties’ respective positions and the mediator’s guidance. The negotiations were extensive and
15 lengthy, and I was involved throughout.

16 8. Based on my involvement throughout the prosecution and resolution of the claims
17 asserted in the Action, I believe that the Settlement provides an excellent recovery for the Settlement
18 Class, particularly in light of the risks of continued litigation. Thus, I believe that the proposed
19 Settlement is fair, reasonable, and adequate to the Settlement Class and I strongly endorse final
20 approval of the Settlement by the Court.

21 **III. CLASS COUNSEL’S MOTION FOR AN AWARD OF ATTORNEYS’ FEES,**
22 **REIMBURSEMENT OF LITIGATION EXPENSES AND REQUEST FOR SERVICE**
23 **AWARDS**

24 9. I believe Class Counsel’s request for an award of attorneys’ fees in the amount of
25 33⅓% of the Settlement Fund is fair and reasonable in light of the work Class Counsel performed
26 on behalf of the Settlement Class, taking into account the work performed, the recovery obtained
27 for the Settlement Class, and the risks of the Action. I further believe that the litigation expenses
28 Class Counsel have requested reimbursement for are reasonable, and represent costs and expenses
necessary for the prosecution and resolution of the claims in the Action. Based on the foregoing,

1 and consistent with my obligation to the Settlement Class to obtain the best result at the most
2 efficient cost, I fully support Class Counsel’s motion for an award of attorneys’ fees and
3 reimbursement of litigation expenses.

4 10. It is my understanding that courts may award incentive or service payments to class
5 members who have provided a benefit to the class in the course of litigation. I was promised no
6 excess compensation for serving as a representative plaintiff in this Action. Nevertheless, I invested
7 a substantial amount of time and energy in the litigation. Accordingly, in connection with Class
8 Counsel’s request for attorneys’ fees and reimbursement of litigation expenses, I am respectfully
9 asking the Court for a service award in the amount of \$15,000.

10 11. As set forth above, over the course of this litigation, I devoted significant time to
11 furthering the interests of the Settlement Class in this Action, which was time that I otherwise would
12 have spent on my profession (the practice of law), investing, or on other personal or business
13 activities, and thus, represented a cost to me. It is my belief that this request for a service award is
14 fair and reasonable and that the time and effort I devoted to this litigation was necessary to help
15 achieve an excellent result for the Settlement Class.

16 **IV. NO INTEREST IN PROPOSED *CY PRES* BENEFICIARIES**

17 8. I have no interest or involvement in the governance or work of either of the two
18 proposed *cy pres* recipients: (i) Heal the Bay; or (ii) Los Angeles Waterkeeper.

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

21 Executed on November 14, 2023, at Los Angeles, California.

22
23 Samuel Jason
24 Samuel Jason

25
26
27
28

EXHIBIT 4

OPINION

32-year DMV battle finally ends



By **GORDON DILLOW** | Orange County Register

June 17, 2008 at 3:00 a.m.

It's been 32 years since a lawyer named Patrick G. Woosley got into a beef with the California Department of Motor Vehicles. This month, the lawyer finally won and the DMV finally lost.

Sort of.

In 1976 Woosley was an attorney living in Glendale and obviously making good money – good enough to indulge his passion for classic cars. That year he bought a 1936 Auburn Speedster, a vehicle known for its sleek lines, from a collector in North Carolina. Woosley paid \$25,000 for it, this at a time when you could buy a brand new Chevy for about \$4,000.

Unfortunately, when he went to DMV to register the Speedster, they charged him a \$427 “vehicle license fee” because it was an “out-of-state” vehicle. If it had been an in-state vehicle, on the other hand, the vehicle license fee would have been a mere \$1. It seems that the DMV was using a different method to calculate the value of former out-of-state cars versus cars originally registered in California.

(The DMV used to apply the same fleecing technique to out-of-state cars that didn't have a California "smog sticker." Even if the cars passed the state smog test the owners had to pay an extra \$300 fee. In an unrelated court case, the DMV eventually had to refund many of those charges.)

Well, you'd think that a guy who could afford to pay \$25,000 in 1976 dollars for a 40-year-old car wouldn't worry about a few hundred extra bucks in vehicle fees. But Woosley didn't think it was fair, or constitutional. It was the principle of the thing.

So Woosley demanded a refund. The DMV in effect told him to pound sand. Woosley took it to court.

What followed in the case of Woosley vs. State of California was decade after decade of mind-numbingly complicated class-action court hearings and assorted legal wrangling. But even though the state Supreme Court ruled in 1992 that the higher fees on out-of-state vehicles were an unconstitutional violation of the interstate commerce clause, various courts ultimately severely limited the number of people who could get refunds.

The upshot was that this month, 32 years after Woosley began his beef, the DMV finally paid up, at least partially. With little fanfare – actually, no fanfare – the DMV started mailing out \$2.4 million in refund checks to 32,000 owners or former owners of out-of-state vehicles. The average check is about \$75 in refund fees and 7 percent annual interest.

Jim Ayres of Huntington Beach was one of the 32,000.

In 1985 Jim bought a 1981 Buick Riviera that was registered in Oregon and re-registered it in California. Of course, a 1981 Buick isn't exactly a 1936 Auburn Speedster, so Jim's vehicle license fee was only about \$35. A few years later he heard about the class-action suit, so he filed for a refund from the DMV – and never heard anything back.

Then a couple of weeks ago, out of the blue and long after he'd sold the Buick, Jim got a check for the \$35 plus \$45.50 in interest accrued over the past couple of decades.

"Every once in a while I had wondered whatever happened to that," Jim, 75, told me. "It had been so many years I had almost forgotten about it."

Attorney Woosley, meanwhile, also got a refund check. Now 69 and living in Houston, he got a refund of \$426 for the 1936 Auburn Speedster license fee – one dollar less than he had paid in 1976 – plus \$984 in interest.

It was a personal victory for Woosley, who says that he and two other lawyers spent more than 25,000 hours working on the case over the past three decades. (How much the lawyers will receive in attorneys' fees has yet to be determined.) It was also a victory for the people who got refund checks.

But Woosley figures that over the years the DMV had charged hundreds of thousands of owners of out-of-state vehicles as much as \$1 billion more than it should have in vehicle license fees. And because the courts severely limited who could get refunds, the DMV wound up refunding only a relatively paltry \$2.4 million to just 32,000 people.

In other words, the DMV may have technically lost the 32-year battle. But it basically won the war.

Still, Woosley told me, "It's nice for it to finally be over with after all this time."

And in case you're wondering, he still has the '36 Auburn Speedster.

Contact the writer: 714-796-7953 or GLDillow@aol.com For more information on Woosley v. California claims, go to <http://www.dmv.ca.gov/vr/woosley.htm>

 The Trust Project 

2008 > June > 17

EXHIBIT 5

1 I, THOMAS R. FREEMAN, hereby declare as follows:

2 1. I am an attorney at law duly licensed to practice before all the courts in the State of
3 California. I am a partner of the law firm Bird Marella Boxer Wolpert Nessim Dooks Lincenberg
4 & Rhow P.C. (“Bird Marella”).¹ I submit this declaration in support of Plaintiffs’ Counsel’s
5 application for an award of attorneys’ fees in connection with services rendered in the above-
6 captioned action (the “Action”). I have personal knowledge of the facts set forth herein and, if called
7 upon, could and would testify thereto.

8 2. At the request of Plaintiffs’ Counsel, Glancy Prongay & Murray LLP, Bird Marella
9 did work in the Action on behalf of the Plaintiffs. More specifically, my firm provided advice,
10 research, and analysis concerning appellate issues raised during the conduct of the mediation and
11 follow-up settlement negotiations in this case.

12 3. The schedule attached hereto as Exhibit A is a detailed summary indicating the
13 amount of time spent by attorneys and professional support staff employees of my firm who, from
14 inception of the Action through and including October 20, 2023, billed ten or more hours to the
15 Action, and the lodestar calculation for those individuals based on my firm’s current billing rates.
16 For personnel who are no longer employed by my firm, the lodestar calculation is based upon the
17 billing rates for such personnel in his or her final year of employment by my firm. The schedule
18 was prepared from contemporaneous daily time records regularly prepared and maintained by my
19 firm.

20 4. I am the partner who oversaw or conducted the day-to-day activities in the Action
21 and I reviewed these daily time records in connection with the preparation of this declaration. The
22 purpose of this review was to confirm both the accuracy of the records as well as the necessity for,
23 and reasonableness of, the time committed to the litigation. Based on this review, I believe that the
24 time of the Bird Marella attorneys and staff reflected in Exhibit A was reasonable and necessary for
25

26 ¹ Unless otherwise defined, all capitalized terms herein have the same meanings as set forth in the
27 First Amended Stipulation and Agreement of Settlement dated May 30, 2023. See Exhibit 1 to
28 Supplemental Declaration of Jonathan M. Rotter in Support of Plaintiffs Unopposed Motion for
Preliminary Approval of Class Action Settlement, filed May 30, 2023.

1 the effective and efficient prosecution and resolution of the Action. No time expended on the
2 application for attorneys' fees has been included.

3 5. The hourly rates for the attorneys and professional support staff in my firm included
4 in Exhibit A are consistent with the rates approved by courts in other complex litigation and with
5 the rates charged to hourly clients.

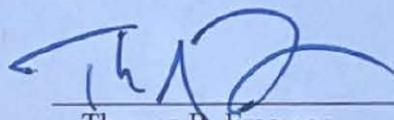
6 6. The total number of hours reflected in Exhibit A is 20.2 hours. The total lodestar
7 reflected in Exhibit A is \$19,695, consisting of \$19,695 for attorneys' time and \$0 for professional
8 support staff time.

9 7. Attached hereto as Exhibit B is a brief biography of Bird Marella, including the
10 attorneys who were involved in the Action.

11 8. Neither Bird Marella nor I have interest or involvement in the governance or work
12 of either of the two proposed cy pres recipients: (i) Heal the Bay; or (ii) Los Angeles Waterkeeper.

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

15 Executed on October 11, 2023, at Los Angeles, California.

16
17 
18 Thomas R. Freeman

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

EXHIBIT A

Adam Hoffman, et al. v. City of Los Angeles,
Case No. BC672326

Bird Marella P.C.

**LODESTAR REPORT
FROM INCEPTION THROUGH **OCTOBER 20, 2023****

TIMEKEEPER/CASE	STATUS	HOURS	RATE	LODESTAR
ATTORNEYS:				
Thomas R. Freeman	Partner	20.2	\$975.00	\$19,695.00
	Partner			
	Senior Counsel			
	Associate			
	Associate			
	Associate			
	Staff Attorney			
TOTAL ATTORNEY		20.2		\$19,695.00
PROFESSIONAL STAFF:				
	Senior Paralegal			
	Paralegal			
	Paralegal			
TOTAL PROFESSIONAL STAFF				
TOTAL LODESTAR		20.2		\$19,695.00

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

EXHIBIT B
Bird Marella P.C.
FIRM RESUME



ABOUT THE FIRM

OVERVIEW

Bird, Marella, Boxer, Wolpert, Nessim, Drooks, Lincenberg & Rhow, P.C. is a national trial boutique that handles exclusively complex civil and white collar criminal litigation. A litigation boutique by design, Bird Marella is distinguished for its successful work in a vast array of industries, often in high-profile matters that involve industry-changing trial verdicts and precedent-setting appeals. The firm represents national and multinational corporations, government agencies, closely held companies, partnerships, and individuals, and takes on certain business contingency matters on a selective basis. Its reputation for credible and enlightened client advocacy helps resolve complex matters discreetly and efficiently, reduce risks, and protect clients' interests.

Bird Marella attorneys litigate and try cases at every level, up to and including the United States Supreme Court. Its clients' cases are often complex, span diverse subject areas, and frequently involve multiple forums and parallel civil and criminal actions. The common theme in the firm's cases is not the underlying legal issues but the sophistication of the challenge and the need for innovative and insightful representation.

The firm has been recognized nationally by its peers, clients, and legal publications and has received numerous awards, notices of distinction, and accolades. Chambers and Partners, internationally regarded as one of the primary arbiters of achievement in the legal profession, has consistently recognized Bird Marella as a premier law firm in *Chambers USA*. The firm has earned practice rankings in the selective Band 1 group of Litigation: White-Collar Crime & Government Investigations, and top rankings in Litigation: General Commercial: The Elite and Media and Entertainment: Litigation. Chambers and Partners refers to the firm as "one of the best litigation firms in the state of California and . . . one of the best in the country."

While the firm handles high-stakes litigation in virtually every industry and area of the law, it has particular expertise in complex business disputes of all sizes; internal investigations; intellectual property matters; matters involving entertainment, sports, and gaming; high-impact employment disputes; real estate litigation; class action defense; and cases involving allegations of fraud or civil RICO. Other lawyers and law firms also regularly retain Bird Marella for their own representation in disputes involving partnership rights, dissolution, fee allocation, and malpractice claims—a true reflection of the firm's capabilities as reputable counsel.



CLIENT INDUSTRIES AND MATTERS

Bird Marella clients are prominent in a wide range of industries and public and private enterprises. Clients range from Fortune 500 technology leaders, Wall Street executives, and health care providers to global retailers, entertainment companies, and Internet start-ups. The firm also represents individuals, including entrepreneurs, health care professionals, prominent members of the financial community, media and sports figures, and international investors and advisors.

The matters for which clients retain Bird Marella range from traditional, high-demand contract breaches to cutting-edge intellectual property disputes, appeals, shareholder class actions, and claims of fraud and regulatory violations, as well as all types of criminal or regulatory investigations and prosecutions.

Although Bird Marella cases frequently involve complex issues and high exposure, the firm is equally skilled in providing cost-effective counsel in relatively small matters. Clients can also expect that the attorneys whom they retain are the actual attorneys who will try their cases.

Many of Bird Marella’s clients are corporations, institutions, and influential, high-profile figures. They include:

AppLovin Corporation	Genting Malaysia Berhad	Prospect Medical
Cathay Bank	Herbalife International of America	Qualcomm, Inc.
Charles Schwab, Inc.	Hulu, Inc.	Samsung Electronics
City of Los Angeles	Hyundai Motor Company	Shopify Inc.
CJ E&M and HYBE Corp.	JM Eagle	SK hynix
E*TRADE Securities, Inc.	Los Angeles Angels	Snap, Inc.
East West Bank	Los Angeles Clippers	Tesla
FIGS	Nissan Motor Corporation	Twitter
General Motors	Plains All American Pipeline	Western Digital

BIRD MARELLA^{PC}

BIRD • MARELLA • BOXER • WOLPERT • NESSIM • DROOKS • LINCENBERG • RHOW

REPUTATION

American College of Trial Lawyers

Elite Invitation-Only Fellowship

Chambers and Partners USA

Band 1 for “Litigation: White Collar Crime & Government Investigations,” Ranked in “Litigation: General Commercial: The Elite” and “Media & Entertainment: Litigation”

Law360

Rising Stars, 10 Boutiques Giving Big Firms a Run for Their Money, Best Law Firms for Minority Attorneys

U.S. News - Best Lawyers®

Lawyer of the Year, Top Ranked in Appellate, Commercial Litigation, Criminal Defense, Environmental Law, Health Care Law, Intellectual Property, Securities Litigation, Trust & Estates Litigation

American Lawyer

Shortlisted for National Boutique/ Specialty Litigation Firm of the Year

Public Counsel

Pro Bono Award

Daily Journal

Top Boutiques, Top Verdicts, Top Defense Verdicts, Top 100 Lawyers, Top 40 Under 40, Top Women Lawyers, Top White Collar Lawyers, Top Health Care Lawyers, Top Intellectual Property Lawyers, Leading Commercial Litigators

National Law Journal

Litigation Boutique Hot List, Elite Boutique Trailblazers, Entertainment Trailblazer, Intellectual Property Trailblazer, Litigation Trailblazer

Benchmark Litigation

Recommended Litigation Law Firm in California, Litigator of the Year, 40 & Under Hot List, California Litigation Star, Top 20 Trial Lawyers in California

Vault

Best Litigation Boutique Law Firms

National Asian Pacific American Bar Association (NAPABA)

Law Firm Diversity Award

American Civil Liberties Union (ACLU)

Humanitarian Award, Pro Bono Criminal Justice Award Honoree

Los Angeles Business Journal

Most Admired Law Firms: LA’s Top Firms to Work For, Top Litigators & Trial Lawyers, Leaders of Influence, The Los Angeles 500: The Most Influential People in Los Angeles

Variety/The Hollywood Reporter

Legal Impact Report, Top 100 Power Lawyers

The Legal Times

“Best Law Firms” for Korean Companies

The State Bar of California

President’s Pro Bono Service Award

"They are a **top-notch** criminal **boutique firm**, who dominate the white-collar market."

"Their **ability to synthesize complex issues into easy-to-understand, compelling arguments** is very impressive."

"An **extraordinary firm with best-in-class lawyers.**"

--Chambers USA





Thomas R. Freeman

Principal

✉ tfreeman@birdmarella.com

☎ 310.201.2100

Practices:

Appellate, Class Actions, Complex Business Litigation, Entertainment, Municipalities and Government Entities, Securities Litigation

Thomas R. Freeman is a principal at Bird Marella and a graduate of the Northwestern University School of Law (1987). He is certified as an appellate specialist by the State Bar of California Board of Legal Specialization and has argued countless cases before federal and state appellate courts and major motions at the trial court level.

Mr. Freeman has handled a broad range of complex matters, including claims brought under federal and state antitrust and false claims statutes, federal communication laws, California's Unfair Competition Law and Consumers Legal Remedies Act, healthcare law, copyright law, securities laws, the U.S. and California Constitutions, California's anti-SLAPP statute, and RICO.

Recently, Mr. Freeman was lead appellate counsel for the Mountains Recreation and Conservation Authority (MRCA) in a 2022 case where he successfully argued that the Court of Appeal lacked jurisdiction to hear an appeal by Malibu residents after the first phase of a bifurcated trial resulted in a court order declaring that the residents must have a legal obligation to remove signs and refrain from taking other actions that curtail public access to MRCA property and an adjoining public trail.

He is currently representing a wireless communications provider appealing a trial court's dismissal of its negligence claims against a private contractor retained by the California Public Utilities Commission to administer a PUC program for providing free telephone services to low-income households. The appeal raises important questions of preemption under the Public Utilities Code and the existence of a duty owed by the contractor to exercise reasonable care to avoid inflicting purely economic injury on those who provide telephone services under the PUC program.

In 2017, Mr. Freeman filed a successful petition for writ of mandate challenging a trial court's order overruling a demurrer filed by an established California law firm in a qui tam action based on California's False Claims Act. He filed a second petition for writ of mandate in 2019, challenging the trial court's order overruling the law firm's demurrer to the qui tam plaintiff's amended complaint. Within days of receiving the Court of Appeal's order directing the plaintiff to file an opposition brief,

the case settled.

Mr. Freeman successfully represented the proponents of Measure B, a 2012 ballot initiative in Los Angeles County mandating the use of condoms in adult films, in an appeal brought by adult film producers and actors challenging the measure's constitutionality. In *Vivid Ent. v. Fielding*, 774 F.3d 566 (9th Cir. 2014), the Ninth Circuit held that the ballot proponents had standing to defend the measure's constitutionality on appeal and that the measure was not unconstitutional.

Mr. Freeman has been lead appellate counsel in a wide variety of precedent-setting appeals. In *Prospect Medical Group v. Northridge Medical Emergency Group* (2009) 45 Cal.4th 497, he successfully argued in the California Supreme Court that emergency-care providers cannot "balance bill" HMO enrollees for the difference between the amount billed by the provider and the amount paid by the HMO.

Mr. Freeman filed a successful petition for writ of mandate in *Canon U.S.A., Inc. v. Superior Court* (1998) 68 Cal.App.4th 1 after the trial court denied a pleading challenge to the plaintiff's allegation of a *nationwide* class. In a precedent-setting opinion, the Court of Appeal held that the nationwide scope of the putative class was properly challenged at the pleading stage. Prior to that ruling, trial courts had commonly ruled that any challenge to the nationwide scope of an alleged class must await the completion of expensive nationwide discovery.

And in the precedent-setting case of *Rifkind v. Superior Court* (1994) 22 Cal.App.4th 1255, Mr. Freeman successfully argued that contention-style deposition questions are improper because it is the lawyer's (not the client's) role to determine which facts support the client's contentions, even where, as in *Rifkind*, the client happens to be an attorney.

Mr. Freeman is an elected member of the California Academy of Appellate Lawyers, has an AV Preeminent Rating from Martindale-Hubbell, is a Fellow of the American Bar Foundation and the Litigation Counsel of America (the Trial Lawyer Honorary Society), and is listed in Best Lawyers in America (Appellate Law and White Collar Criminal Defense) and in *Los Angeles Magazine's* "Southern California Super Lawyers."

Education & Admissions

- Northwestern University School of Law, J.D., cum laude, Order of the Coif, 1987
- Rollins College, B.A., Philosophy, with honors, 1983

-
- California, 1987

Notable Matters

Twentieth Century Fox Film Corp. v. Netflix, Inc., 2021 Westlaw 5711822 (2021): Represented Screen Actors Guild in amicus brief cautioning against the use of broad language in ruling on an issue where such language may have unintended consequences that conflict with established

public policy.

Austin v. Los Angeles Unified School District, 244 Cal.App.4th 918 (2016): Represented pro bono client in her successful effort to seek relief from entry of judgment based on mistake or excusable neglect under Section 473(b) of the California Code of Civil Procedure.

Buchalter Nemer v. Superior Court, 2017 Westlaw 3188524 (2017): Successful petition for writ of mandate challenging trial court's denial of demurrer in a case brought under the California False Claims Act.

Vivid Ent. v. Fielding, 774 F.3d 566 (9th Cir. 2014): Represented proponents of Measure B, mandating the use of condoms in adult films, before the Ninth Circuit. Prevailed (1) against an attack on the intervening ballot proponents' "standing" to participate and (2) on the merits, with Circuit holding that the condom mandate was reasonably tailored to protect public health.

Paramount Petroleum Corp. v. Superior Court, 227 Cal. App. 4th 226 (2014): Prevailed on behalf of roofing manufacturer GAF in published opinion affirming trial court's grant of summary adjudication of the defendant oil company's "mistake of fact" defense to GAF's breach of contract claim.

Prime Healthcare Services v. Brotman Medical Center, U.S. Supreme Court Case No. 11-459 (2012): Retained to represent Brotman in successfully opposing a petition for certiorari after the U.S. Supreme Court directed the filing of an opposition brief.

Rappaport v. Gelfand, 197 Cal. App. 4th 1213 (2011): Successfully represented a dissociating partner of a law on a question of first impression under the Uniform Partnership Act.

Culver v. Prospect, 2011 Westlaw 5120838 (Cal. App. 2011): Filed an appeal on behalf of a corporate client challenging the trial court's entry of a preliminary injunction precluding the corporation from making a stock offering, which was essential to the restructuring of corporate debt. The appellate court reversed, holding that the preliminary injunction was improperly granted.

City of Hermosa Beach v. Superior Court, 2010 Westlaw 459609 (Cal. App. 2010): Filed a petition for writ of mandate on behalf of our client, the City of Hermosa Beach, attacking the trial court's entry of summary adjudication in favor of the plaintiff oil company. The appellate court ruled in favor of the City, concluding that there was a triable issue of fact on the element of proximate cause.

La v. Nokia Inc., 2010 Westlaw 4245533 (Cal. App. 2010): Defended Nokia against a putative class action based on the allegation that a model of its cellular phone was defective. The trial and appellate courts ruled that the plaintiff lacked standing under California's Unfair Competition Law.

Prospect Medical Group v. Northridge Medical Emergency Group, 45 Cal. 4th 497 (2009): Argued successfully that emergency medical providers cannot "balance bill" HMO enrollees.

Heneford v. Castaneda, 130 S.Ct. 487 (2009): Lead author of successful petition for certiorari challenging an adverse decision by the United States Court of Appeals for the Ninth Circuit on the scope of immunity for federal officers and employees. Shortly after the Supreme Court granted cert, the plaintiff voluntarily dismissed all claims against our client.

Dicon Fiberoptics, Inc. v. FTB, 173 Cal. App. 4th 1082 (2009): Argued appeal challenging FTB's rejection of tax credits awarded under the Enterprise Zone Act of 1996.

Beck v. City of Upland, 527 F. 3d 853 (9th Cir. 2008): Successfully represented a civil rights plaintiff/businessman in precedent-setting case against a municipality for retaliation in violation of the First and Fourth Amendments to the U.S. Constitution.

Pollard v. Ericsson/Clausen v. Nokia, 125 Cal. App. 4th 214 (2004): Obtained dismissal of claims under Consumer Legal Remedies Act, which was affirmed on appeal.

Ferguson v. Lief, Cabraser, Heimann & Bernstein, 30 Cal. 4th 1037 (2003): Filed Amicus Brief for Bar Associations of Los Angeles County, Orange County and Beverly Hills addressing availability of

“lost” punitive damages in legal malpractice cases.

Thrifty Oil Co. v. Superior Court, 91 Cal. App. 4th 1070 (2001): Filed a successful writ application, requiring entry of summary adjudication on plaintiff’s class action claim concerning credit card surcharges.

Smith v. Robbins, 528 U.S. 259, 120 S. Ct. 746 (2000): Served as lead author of indigent defendant’s merits brief in this habeas case addressing the constitutional right to counsel in criminal appeals.

Linder v. Thrifty Oil Co., 23 Cal. 4th 429 (2000): Drafted California Supreme Court merits brief in class action lawsuit raising question concerning the trial court’s authority to deny class certification.

Canon U.S.A. v. Superior Court, 68 Cal. App. 4th 1 (1998): Filed successful writ application in a putative nationwide class action lawsuit.

Vu v. California Commerce Club, Inc., 58 Cal. App. 4th 229 (1997): Succeeded in arguing before appellate court that a gambler could not sue a casino to recover losses based on alleged “cheating” in poker because gambling losses are inherently speculative.

Podolsky v. First Healthcare Corp., 50 Cal. App. 4th 632 (1996): Represented, on a pro bono basis, family members of those admitted into nursing homes in a precedent-setting case invalidating deceptive third-party guarantees.

Rifkind v. Superior Court, 22 Cal. App. 4th 1255 (1994): Argued successfully, and established precedent of widespread use that “contention” deposition questions are improper.

In re Owens-Illinois, Inc., 115 F.T.C. 179 (1992): Co-authored respondent’s briefs in successful antitrust appeal before Federal Trade Commission involving merger between two leading manufacturers of glass containers.

Associations

- Elected Member, California Academy of Appellate Lawyers
- Fellow, Litigation Counsel of America
- Fellow of the American Bar Foundation, 2018
- Member of the Editorial Board, Litigation Magazine, 2018-present
- Certified Specialist in Appellate Law, The State Bar of California Board of Legal Specialization
- Center For Law In The Public Interest, Board, 2004-2006
- Rules Advisory Committee for the Ninth Circuit Court of Appeals, 2006-2012

Awards & Recognitions

- Certified Specialist in Appellate Law, The State Bar of California Board of Legal Specialization
- Elected Member, California Academy of Appellate Lawyers
- Best Lawyers in America, Appellate Law and Criminal Defense: White-Collar, Best Lawyers®, 2017-present
- Fellow of the American Bar Foundation, 2019
- Fellow of the Litigation Counsel of America, 2014-present
- AV Preeminent® Ranking, Martindale-Hubbell
- Southern California Super Lawyers, *Super Lawyers Magazine*, 2006-2013, 2015-present

Articles & Publications

- Co-Author, "Isn't that Special: The Limited Powers of Special Masters," *California Litigation*, Vol. 34, No. 3, 2021
- Author, "Left at the Altar: SCOTUS Promises to Clarify its Cryptic Marks Rule for Divining the Precedential Impact of Plurality Decisions – But Doesn't," *California Litigation*, Vol. 31, No. 2, p.8 (2018)
- Author, "Aguilar v. Atlantic Richfield Corp.: The Definitive Analysis of California Summary Judgment Law," 23 CEB Civ. Lit. Rptr. 143, Aug. 2001
- Author, "Guardians at the Gate: Judicial Scrutiny of Expert Testimony," *Los Angeles Lawyer Magazine*, July-August 2001
- Author, "Summary Judgment: Untangling The Moving Party's Initial Burden," 22 CEB Civil Lit. Rep. 230, Nov. 2000
- Author, "Put Up or Shut Up: Summary Judgment in California and Federal Courts," *Los Angeles Magazine*, Nov. 1999

EXHIBIT 6

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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

ADAM HOFFMAN, and SAMUEL JASON,
Individually and on Behalf of All Others
Similarly Situated,

Plaintiff,

v.

CITY OF LOS ANGELES,

Defendant.

Case No. BC672326

**DECLARATION OF RICHARD M.
PEARL IN SUPPORT OF PLAINTIFFS'
COUNSEL'S MOTION FOR AWARD OF
ATTORNEYS' FEES AND EXPENSES**

Judge Stuart M. Rice

Date of Hearing: December 20, 2023

Time: 10:30 a.m.

Dept: SSC-1

Action Filed: August 15, 2017

1 I, Richard M. Pearl, hereby declare as follows:

2 1. I am a member in good standing of the California State Bar. I am in private
3 practice as the principal of my own law firm, the Law Offices of Richard M. Pearl, in Berkeley,
4 California. My current practice is almost entirely focused on cases involving attorneys' fees,
5 including the representation of parties in fee litigation and appeals, and service as an expert
6 witness and consultant on attorneys' fees issues. I make this declaration on the basis of the
7 information described and cited throughout this declaration. If called as a witness, I could and
8 would competently testify to the matters stated herein.

9 2. In this case, I have been asked by Glancy Prongay & Murray LLP ("Class
10 Counsel"; "Plaintiffs' Counsel"; or "GPM")¹ to render an opinion as to the reasonableness of its
11 request for a common fund attorneys' fee award in the amount of 33.3% of the Settlement Fund
12 (*i.e.*, \$19,166,666, plus interest earned thereon), as compensation for the more than 11,574.70
13 hours of work counsel for Plaintiffs² performed over the nearly six and a half years of this
14 litigation—all on a fully contingent basis.³

15 3. To form my opinion as to the reasonableness of the attorneys' fees Class Counsel
16 request for their work in this case, I have reviewed materials that describe the history of this
17 matter, the results achieved, counsel's qualifications and experience, the nature of the work
18 required by this case, and the attorney's fees they request. These materials include: the Court's
19 trial Phase I Statement of Decision; the Court's Guidelines for Final Approval of Class Action
20 Settlement; the pleadings and declarations in support of preliminary approval of the Settlement

21 _____
22 ¹ Unless otherwise defined, all capitalized terms herein have the same meanings as set forth in the
23 First Amended Stipulation and Agreement of Settlement dated May 30, 2023 ("First Amended
24 Stipulation") and filed with the Court that same day.

25 ² Plaintiffs were represented by two firms in this Action, GPM and Bird Marella Boxer Wolpert
26 Nessim Dooks Lincenberg & Rhov P.C. ("Bird Marella"). Because the vast majority of work in
27 the Action was performed by GPM, references to "lodestar" or "Class Counsel's lodestar" refer to
28 the combined lodestar of GPM (\$6,973,681.00) and Bird Marella (\$19,695). References to hours
worked by Class Counsel mean, collectively, the 11,554.40 hours worked by GPM, and the 20.20
of work by Bird Marella.

³ Class Counsel are seeking 33⅓% of the Settlement Fund. However, for the purposes of this
Declaration I use the figure 33.3%.

1 and the order approving it; GPM’s firm résumé; the draft memorandum in support of Class
2 Counsel’s fees and expenses motion; and the draft declaration of Jonathan M. Rotter in support of
3 this motion. In addition, I have consulted with GPM’s attorneys about this motion and the
4 underlying facts of the case.

5 **My Background And Experience**

6 4. Briefly summarized, my background is as follows: I am a 1969 graduate of
7 Berkeley School of Law (then Boalt Hall), University of California, Berkeley, California. I took
8 the California Bar Examination in August 1969 and learned that I had passed it in November of
9 that year, but because I was working as an attorney in Atlanta, Georgia for the Legal Aid Society
10 of Atlanta (“LASA”), I was not admitted to the California Bar until February 1970. I worked for
11 LASA until the summer of 1971, when I went to work in California’s Central Valley for
12 California Rural Legal Assistance, Inc. (“CRLA”), a statewide legal services program. From 1977
13 to 1982, I was CRLA’s Director of Litigation, supervising more than fifty attorneys. In 1982, I
14 transitioned into private practice, first in a small law firm, then as a sole practitioner. Martindale
15 Hubbell rates my law firm “AV.” I have been selected as a Northern California “Super Lawyer”
16 in Appellate Law for the years 2005-2008 and 2010-2023. I also have served as a member of the
17 California State Bar’s Attorneys’ Fees Task Force and have testified before the State Bar Board of
18 Governors and the California Legislature on attorneys’ fee issues. A true and correct copy of my
19 résumé is attached as **Exhibit A**.

20 5. Since 1982, the focus of my legal work has been in general civil litigation and
21 appellate practice, with an increasing emphasis on cases and appeals involving attorneys’ fees.
22 Over that period, I have lectured and written extensively on court-awarded attorneys’ fees. I am
23 the author of *California Attorney Fee Awards* (3d ed. Cal. CEB 2010) (“Cal. Fee Awards”) and its
24 cumulative annual Supplements between 2011 and March 2023.

25 6. I also authored *California Attorney Fee Awards*, 2d Ed. (Calif. Cont. Ed. of the Bar
26 1994), and its 1995 through 2008 Annual Supplements, and authored the 1984 through 1993
27 annual Supplements to the predecessor treatise, *CEB’s California Attorney’s Fees Award*
28 *Practice*. Several courts have referred to my CEB treatise as “[t]he leading California attorney fee

1 treatise.” *Calvo Godwin & Jacob LLP v. Lujan* (2015) 234 Cal.App.4th 608, 621; *see also, e.g.,*
2 *Int’l Billing Servs., Inc. v. Emigh* (2000) 84 Cal.App.4th 1175, 1193 (“the leading treatise”);
3 *Stratton v. Beck* (2019) 30 Cal.App.5th 901, 911 (“a leading treatise”); *Orozco v. WPV San Jose,*
4 *LLC* (2019) 36 Cal.App.5th 375, 409 (“a leading treatise on California attorney’s fees”). It has
5 been cited with approval by the California Supreme Court and Courts of Appeal many other
6 times,⁴ as well as by California Superior Courts⁵ and federal courts.⁶

7 7. In addition, I authored a federal manual on attorneys’ fees entitled “*Attorneys’*
8 *Fees: A Legal Services Practice Manual,*” published by the Legal Services Corporation. I am
9 also the co-author of the chapter on “Attorney Fees” in Volume 2 of *CEB’s Wrongful*
10 *Employment Termination Practice*, 2d Ed. (1997).

11 8. More than 98% of my current practice is devoted to issues involving reasonable
12 attorneys’ fees. I have appeared as counsel of record in over 150 attorneys’ fee applications in
13 state and federal courts, primarily representing other attorneys. I also have briefed and argued
14 more than 40 appeals, at least 30 of which have involved attorneys’ fees issues; these include five
15 successful cases in the California Supreme Court: (i) *Maria P. v. Riles* (1987) 43 Cal.3d 1281,
16 which upheld a C.C.P. section 1021.5 fee award based on a preliminary injunction obtained
17 against the State Superintendent of Education, despite the fact that the case ultimately was
18 dismissed under C.C.P. section 583; (ii) *Delaney v. Baker* (1999) 20 Cal.4th 23, which held that
19 heightened remedies, including attorneys’ fees, are available in suits against nursing homes under

20 _____
21 ⁴ *See, e.g., Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 576, 584; *Lolley v. Campbell*
22 (2002) 28 Cal.4th 367, 373; *In re Conservatorship of Whitley* (2010) 50 Cal.4th 1206, 1214-15,
23 1217; *Sonoma Land Trust v. Thompson* (2021) 63 Cal.App.5th 978, 986; *Yost v. Forestiere* (2020)
24 51 Cal.App.5th 509, 530, fn. 8; *Highland Springs Conference & Training Ctr. v. City of Banning*
(2019) 42 Cal.App.5th 416, 428, fn. 11; *Sweetwater Union High Sch. Dist. v. Julian Union*
Elementary Sch. Dist. (2019) 36 Cal.App.5th 970, 988; *Hardie v. Nationstar Mortg. LLC* (2019)
32 Cal.App.5th 714, 720; *Syers Props III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 698, 700.

25 ⁵ *See, e.g., Davis v. St. Jude Hosp.* (Orange Cty. Super. Ct. Aug. 31, 2018, No.
26 30201200602596CUOECX) 2018 WL 7286170, at *4; *Hartshorne v. Metlife, Inc.* (Los Angeles
Super. Ct. May 02, 2017, No. BC576608) 2017 WL 1836635, at *10.

27 ⁶ *See In re Hurtado* (E.D. Cal. Nov. 6, 2015, Case No. 09-16160-A-13) 2015 WL 6941127;
28 *TruGreen Companies LLC v. Mower Brothers, Inc.* (D. Utah 2013) 953 F.Supp.2d 1223, 1236
fn. 50, 51.

1 California’s Elder Abuse Act; (iii) *Ketchum v. Moses* (2001) 24 Cal.4th 1122, which reaffirmed
2 that contingent risk multipliers are an essential consideration under California attorney fee law
3 (note that in *Ketchum*, I was primary appellate counsel in the Court of Appeal and “second chair”
4 in the California Supreme Court); (iv) *Flannery v. Prentice* (2001) 26 Cal.4th 572, which held that
5 under California law, in the absence of an agreement to the contrary, statutory attorneys’ fees
6 belong to the attorney whose services they are based upon; and (v) *Graham v. DaimlerChrysler*
7 *Corp.* (2004) 34 Cal.4th 553, which held, *inter alia*, that the “catalyst” theory of fee recovery
8 remained viable under California law and that lodestar multipliers could be applied to fee motion
9 work. In *Graham*, I represented trial counsel in both the Court of Appeal (twice) and California
10 Supreme Court, as well as on remand in the trial court.

11 I also represented and argued on behalf of *amicus curiae* in *Conservatorship of McQueen*
12 (2014) 59 Cal.4th 602, which held that attorneys’ fees incurred for appellate work were not
13 “enforcement fees” subject to California’s Enforcement of Judgments law. In fact, in that
14 case I presented the argument relied upon by the Court. Along with Richard Rothschild of
15 the Western Center on Law and Poverty, I prepared and filed an *amicus curiae* brief in
16 *Vasquez v. State of California* (2009) 45 Cal.4th 243.

17 9. I have handled several other appeals involving class actions and/or attorneys’ fees
18 in class actions, including *Employment Development Dept. v. Superior Court (Boren)* (1981) 30
19 Cal.3d 256 (class action for UI claimants); *Martinez v. Dunlop* (N.D. Cal. 1976) 411 F.Supp. 5,
20 *aff’d* (9th Cir. 1977) 573 F.2d 555 (same); *Tongol v. Usery* (9th Cir. 1979) 601 F.2d 1091, *on*
21 *remand* (N.D. Cal. 1983) 575 F.Supp. 409, *revs’d* (9th Cir. 1985) 762 F.2d 727 (same, plus
22 attorney fees); *Davis v. City & County of San Francisco* (9th Cir. 1992) 976 F.2d 1536
23 (represented plaintiffs’ attorneys in major employment discrimination class action in the district
24 court and before the Ninth Circuit); *Mangold v. Cal. Public Utilities Commission* (9th Cir. 1995)
25 67 F.3d 1470 (represented plaintiffs’ attorney on fees appeal); *Camacho v. Bridgeport Financial,*
26 *Inc.* (9th Cir. 2008) 523 F.3d 973 (same); *Lealao v. Beneficial California, Inc.* (2000) 82
27 Cal.App.4th 19 (consumer class action; consulted extensively on fees appeal and represented
28 plaintiffs’ counsel on remand); and *Alcoser v. Thomas* (2011) 2011 Cal.App. Unpub. LEXIS 1180

1 (tenant class action; represented class as co-counsel on both merits and fee issues in both trial and
2 appellate courts). An expanded list of reported decisions in cases I have handled is set out in
3 Exhibit A at pages 4-8.

4 10. I have been retained by various governmental entities, including the California
5 Attorney General’s office, at my then current rates, to consult with them and serve as their expert
6 regarding their affirmative attorney fee claims. *See, e.g., In re Tobacco Cases I* (2013) 216
7 Cal.App.4th 570, 584; *Dept. of Fair Employ. and Hous. v. Law Sch. Admission Council, Inc.* (N.D.
8 Cal. Nov. 5, 2018, No. 12-cv-08130) 2018 WL 5791869.

9 11. I am frequently called upon to opine about the reasonableness of attorneys’ fees,
10 and numerous federal and state courts have relied expressly on my testimony on those issues. For
11 example:

- 12 • Most recently, in *Wit v. United Behavioral Health* (N.D. Cal. Jan. 5, 2022) 578
13 F.Supp.3d 1060, 1079, the court’s Fee Order states that “the Court places
14 significant weight on Pearl’s opinion that the rates charged by all of the
15 timekeepers listed above are reasonable and ‘in line with the standard hourly
16 noncontingent rates charged by Bay Area law firms that regularly engage in
17 civil litigation of comparable complexity.’... Pearl has extensive experience in
18 the area of attorney billing rates in this district and has been widely relied upon
19 by both federal and state courts in Northern California (including the
20 undersigned) in determining reasonable billing rates.” (Citations omitted).
- 21 • Previously, in *Human Rights Defense Center v. County of Napa* (2021) U.S.
22 Dist. LEXIS 59778 *11; 2021 WL 1176640 (N.D. Cal., March 28, 2021, No.
23 20-cv-01296-JCS), the Court stated that it had “place[d] significant weight on
24 the opinion of Mr. Pearl that the rates charged by all of the timekeepers listed
25 above are reasonable and in line with the rates charged by law firms that engage
26 in federal civil litigation in the San Francisco Bay Area. Mr. Pearl has
27 extensive experience in the area of attorney billing rates in this district and has
28 been widely relied upon by both federal and state courts in Northern California

1 [] in determining reasonable billing rates.” 2021 U.S. Dist. LEXIS 59778, at
2 *32.

- 3 • Likewise, in *Andrews v. Equinox Holdings, Inc.*, N.D. Cal. No. 20-cv-00485-
4 SK, Order on Motion for Attorney Fees and Costs filed November 9, 2021
5 (Doc. 110), the court quoted the above language from the *Human Rights*
6 *Defense Center* case and concluded the same: “This Court similarly finds
7 Pearl’s opinions well supported and persuasive.” Order at p. 4:13-19.

8 12. The following California appellate and reported trial court cases also have
9 referenced my testimony favorably:

- 10 • *Wood v. Los Angeles County Waterworks Dist. No. 40 (Antelope Valley*
11 *Groundwater Cases)* (2021) 2021 Cal.App. Unpub. LEXIS 5506;
12 • *Sonoma Land Trust v. Thompson* (2021) 63 Cal.App.5th 978, 986;
13 • *Kerkeles v. City of San Jose* (2015) 243 Cal.App.4th 88;
14 • *Kaku v. City of Santa Clara* (Santa Clara Cty. Super. Ct. Jan. 22, 2019, No.
15 17CV319862) 2019 WL 331053, at *3, *aff’d* (2020) 59 Cal.App.5th 385, 43;
16 • *Davis v. St. Jude Hosp.* (Orange Cty. Super. Ct. Aug. 31, 2018, No.
17 30201200602596CUOECX) 2018 WL 7286170, at *4;
18 • *Hartshorne v. Metlife, Inc.* (Los Angeles Super. Ct. May 2, 2017, No.
19 BC576608) 2017 WL 1836635, at *10;
20 • *Habitat and Watershed Caretakers v. City of Santa Cruz* (2015) 2015 Cal.App.
21 Unpub. LEXIS 7156;
22 • *Laffitte v. Robert Half Int’l Inc.* (2014) 231 Cal.App.4th 860, *aff’d* (2016)
23 1 Cal.5th 480;
24 • *In re Tobacco Cases I* (2013) 216 Cal.App.4th 570;
25 • *Heritage Pacific Financial, LLC v. Monroy* (2013) 215 Cal.App.4th 972;
26 • *Wilkinson v. South City Ford* (2010) 2010 Cal.App. Unpub. LEXIS 8680;
27 • *Children’s Hospital & Medical Center v. Bonta* (2002) 97 Cal.App.4th 740;
28 and

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

- *Church of Scientology v. Wollersheim* (1996) 42 Cal.App.4th 628.

13. In addition to the *Wit, Andrews* and *Human Rights Defense Center* cases cited above, the following reported federal decisions have referenced my testimony favorably:

- *Prison Legal News v. Ryan* (9th Cir. 2023) No. 19-17449, Order filed March 21, 2023, at 4;
- *Antoninetti v. Chipotle Mexican Grill, Inc.* (9th Cir. Dec. 26, 2012, No. 08-55867) Order, at p. 6;
- *Prison Legal News v. Schwarzenegger* (9th Cir. 2010) 608 F.3d 446, 455 (the expert declaration referred to is mine);
- *Roe v. SFBSC Mgmt. LLC* (N.D. Cal. Nov. 29, 2022) 2022 U.S. Dist. LEXIS 215122.
- *Independent Living Center of S. Cal. v. Kent* (C.D. Cal. 2020) 2020 U.S. Dist. LEXIS 13019;
- *Ridgeway v. Wal-Mart Stores, Inc.* (N.D. Cal. 2017) 269 F.Supp.3d 975, *aff'd* (9th Cir. 2020) 269 F.3d 1066;
- *In re Transpacific Passenger Air Transportation Antitrust Litigation* (N.D. Cal. Nov. 26, 2019) 2019 WL 6327363;
- *Beaver v. Tarsadia Hotels* (S.D. Cal. 2017) 2017 U.S. Dist. LEXIS 160214;
- *Notter v. City of Pleasant Hill* (N.D. Cal. 2017) 2017 U.S. Dist. LEXIS 197404, 2017 WL 5972698;
- *Villalpondo v. Exel Direct, Inc.* (N.D. Cal. 2016) 2016 WL 1598663;
- *State Compensation Insurance Fund v. Khan et al*, Case No. SACV 12-01072-CJC(JCGx) (C.D. Cal.), Order Granting in Part and Denying in Part the Zaks Defendants' Motion for Attorneys' Fees, filed July 6, 2016 (Dkt. No. 408);
- *In re Cathode Ray Tube Antitrust Litig.* (N.D. Cal. 2016, Master File No. 3:07-cv-5944 JST, MDL No. 1917) 2016 U.S. Dist. LEXIS 24951, *adopted in relevant part*, 2016 U.S. Dist. LEXIS 88665;
- *Gutierrez v. Wells Fargo Bank* (N.D. Cal. 2015) 2015 U.S. Dist. LEXIS 67298;

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

- *Holman v. Experian Information Solutions, Inc.* (N.D. Cal. 2014) 2014 U.S. Dist. LEXIS 173698;
- *In re TFT-LCD (Flat Panel) Antitrust Litig.* (N.D. Cal., No. M 07-1827 SI, MDL No. 1827), Report and Recommendation of Special Master Re Motions for Attorneys’ Fees and Other Amounts by Indirect-Purchaser Class Plaintiffs and State Attorneys General, Dkt. 7127, filed Nov. 9, 2012, *adopted in relevant part*, 2013 U.S. Dist. LEXIS 49885 (N.D. Cal. 2013);
- *Walsh v. Kindred Healthcare* (N.D. Cal. 2013) 2013 U.S. Dist. LEXIS 176319;
- *A.D. v. California Highway Patrol* (N.D. Cal. 2009) 2009 U.S. Dist. LEXIS 110743, at *4, *rev’d on other grounds*, 712 F.3d 446 (9th Cir. 2013), *reaffirmed and additional fees awarded on remand*, 2013 U.S. Dist. LEXIS 169275 (N.D. Cal. 2013);
- *Hajro v. United States Citizenship & Immigration Service* (N.D. Cal 2012) 900 F.Supp.2d 1034, 1054;
- *Rosenfeld v. United States Dep’t of Justice* (N.D. Cal. 2012) 904 F.Supp.2d 988, 1002;
- *Stonebrae, L.P. v. Toll Bros., Inc.* (N.D. Cal. 2011) 2011 U.S. Dist. LEXIS 39832, at *9 (thorough discussion), *aff’d* 2013 U.S. App. LEXIS 6369 (9th Cir. 2013);
- *Armstrong v. Brown* (N.D. Cal. 2011) 2011 U.S. Dist. LEXIS 87428;
- *Lira v. Cate* (N.D. Cal. 2010) 2010 WL 727979;
- *Californians for Disability Rights, Inc. v. California Dep’t of Transportation* (N.D. Cal. 2010) 2010 U.S. Dist. LEXIS 141030;
- *Nat’l Federation of the Blind v. Target Corp.* (N.D. Cal. 2009) 2009 U.S. Dist. LEXIS 67139;
- *Prison Legal News v. Schwarzenegger* (N.D. Cal. 2008) 561 F.Supp.2d 1095 (an earlier motion);

- 1 • *Bancroft v. Trizechahn Corp.*, SVW (FMOx) (C.D. Cal. Aug. 14, 2006, No. CV
2 02-2373, Dkt. 278) Order Granting Plaintiffs Reasonable Attorneys’ Fees and
3 Costs in the Amount of \$168,886.76;
- 4 • *Willoughby v. DT Credit Corp.* (C.D. Cal. July 17, 2006, No. CV 05-05907
5 MMM (CWx), Dkt. 65), Order Awarding Attorneys’ Fees After Remand; and
- 6 • *Oberfelder v. City of Petaluma* (N.D. Cal. 2002) 2002 U.S. Dist. LEXIS 8635,
7 *aff’d* 2003 U.S. App. LEXIS 11371 (9th Cir. 2003).

8 Many other trial courts also have relied on my testimony in unreported fee awards.

9 **Summary Of Opinion And Overview Of Testimony**

10 14. Class Counsel request attorneys’ fees in the amount of \$19,166,666, which is
11 33.3% of the \$57.5 million Settlement Fund, plus interest earned thereon) that has been recovered
12 for the Class in this Action. In my opinion, a fee constituting 33.3% of the Settlement Fund is
13 reasonable here under California law standards, including: (i) the significant risks Class Counsel
14 assumed by representing the Class for over six years and half years, and performing over
15 11,574.70 hours of work on an entirely contingent basis, a risk exacerbated by the City’s
16 unyielding settlement positions and the consequent need to take the case to trial; (ii) the excellent
17 results achieved—\$57.5 million in refunds for the Settlement Class of Los Angeles residential
18 sewer service consumers, plus injunctive relief worth \$11.4 million in annual savings from the
19 City’s wholesale reform of its Dry Winter Compensation Factor, as well repayments to the Sewer
20 Construction and Maintenance Fund of money improperly held in the City’s General Fund where
21 it was used for non-sewer purposes; (iii) the risk, novelty, and difficulty of this first-of-its-kind-
22 class action—the City’s Dry Winter Compensation Factor determination had never previously
23 been challenged, and the City defeated class treatment in two subsequent cases on grounds it
24 would have raised at class certification here (*i.e.*, that Health & Safety Code §§ 5471-5472
25 preclude class actions for the charges at issue); (iv) the high level of skill and quality of work
26 needed to achieve this result; (v) fee awards in comparable California and federal cases; and (vi)
27 the percentages reasonably charged in the legal marketplace. A lodestar-multiplier cross-check
28 only further confirms the reasonableness of Class Counsel’s fee request.

1 15. This was hardly a run-of-the-mill class action. To the contrary, it involved, *inter*
2 *alia*: (i) entirely novel legal issues, as well as legal issues subsequently decided adversely in two
3 other actions;⁷ (ii) a fierce, deep-pocketed and unyielding Defendant; (iii) the need to beat back
4 credible defenses both on the merits and to class certification through two demurrers, a motion for
5 summary adjudication, and a four-day bench trial of the key issue; and (iv) possible actions by a
6 governmental entity that could have mooted or limited significant portions of the Action at any
7 moment. While there is risk in all complex cases, the risks in this litigation went well-beyond
8 those assumed in most other class actions.

9 16. The \$57.5 million fund recovered for the Settlement Class and the injunctive relief
10 worth another \$11.4 million annually did not come easy. To the contrary, prosecuting this hard-
11 fought litigation required great skill and expertise from Class Counsel. Mr. Ruf, Mr. Rotter, Mr.
12 Cohen, Ms. Pang, and the other GPM lawyers are experienced and accomplished class action
13 lawyers. This litigation resulted in a Settlement Fund that will be distributed through a fair and
14 equitable claims process that will allow approximately 530,000 residential sewer service
15 consumers to be refunded the amounts they overpaid because of the City’s unlawful practices.

16 17. Under California law, whether a requested percentage-based fee is reasonable
17 involves several interrelated factors, including: (i) the potential value of the litigation and the
18 results obtained on behalf of the class; (ii) the litigation risks involved; (iii) the contingent nature
19 of the representation; and (iv) the novelty and difficulty of the issues presented together with the
20 skill shown by counsel. *Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 488 (“*Laffitte*”);⁸
21 *see also Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 42-43 (citing Pearl,

22 ⁷ *See Mollner v. City of Los Angeles*, No. 22STCV32888, slip op. (Los Angeles Cnty. Sup. Ct.
23 Aug. 29, 2023) (striking class action allegations for refund pursuant to Health and Safety Code
24 section 5472); *Dreher v. City of Los Angeles Dept. of Water and Power*, No. 19STCV07272, slip
25 op. at p.61 (Los Angeles Super. Ct. Mar. 17, 2023) (“Because the court finds that the pay under
26 protest provisions of [Health and Safety Code] section 5472 apply, and neither Petitioners
individually nor purported class members complied with these provisions, Petitioners are barred
from any recovery of past charges.”).

27 ⁸ Citations to legal authorities in this declaration are not intended as argument but only to provide
28 the standards on which my opinions are based.

1 *California Attorney Fee Awards* (2d ed. 1998) §§ 13.1-13.7). As applied here, the excellent
2 results achieved; the risks taken by representing the Settlement Class for approximately six and a
3 half years and committing more than 11,574.70 hours, plus \$461,729.60 in out-of-pocket
4 expenses, on an entirely contingent basis; the novelty and difficulty of the case and the skill
5 required to overcome the City’s vigorous resistance; and the fees found reasonable in other class
6 actions and private representations all support my opinion that an award of 33.3% of the
7 Settlement Fund is reasonable.

8 18. A lodestar cross-check also strongly confirms my opinion. My review of Class
9 Counsel’s declarations shows that their documented lodestar based on contemporaneous time
10 records billed at each attorney’s current rate, is \$6,993,376. I have examined each attorney’s
11 requested lodestar billing rate, along with each attorney’s experience and background. Based on
12 that review, in my opinion, the rates requested are well within the range of hourly rates charged by
13 comparably qualified attorneys in the Los Angeles area and with those that other Los Angeles area
14 courts have found reasonable for attorneys with comparable expertise and complex litigation
15 experience performing similar services.

16 19. It also is my opinion that the number of hours billed by Class Counsel is entirely
17 appropriate and reasonable in light of the litigation’s nearly six-and-a-half-year duration, the
18 stakes involved, the complexity of the issues, the City’s fierce resistance, the high quality of the
19 work I have reviewed, and most importantly, the excellent results obtained.

20 20. Finally, the resultant 2.74 lodestar multiplier also is reasonable in light of the
21 factors described in paragraph 19 above, as well as multipliers found reasonable in numerous other
22 California class actions. Further work on settlement approval and implementation will increase the
23 amount of the lodestar, which will have the effect of decreasing the imputed multiplier.

24 **Lodestar Versus Percentage-Of-The-Fund Methodologies**

25 21. Class Counsel request a fee award under California’s common fund doctrine.
26 Courts determining common fund fee applications under California law have the discretion to use
27 either the “lodestar-multiplier” method or the “percentage-of-the-fund” method. *See Laffitte*,
28 1 Cal.5th at p. 503 (affirming discretion to solely use percentage method in common fund cases

1 and approving 33.3% award). In light of the well-recognized advantages of the percentage-of-the-
2 fund method in cases such as this with monetized recoveries (*see e.g., Laffitte*, 1 Cal.5th at 489), in
3 my opinion the percentage-of-the-fund method is the more appropriate method to use in this case.
4 There are no limitations or special circumstances that suggest otherwise—the Settlement calls for
5 monetary relief and that monetary relief provides a source for evaluating counsel’s fees. The
6 advantages to using the percentage-of-the-fund method, articulated in *Laffitte*, apply with equal
7 force to this case.

8 **Class Counsel’s Request For A 33.3% Common Fund Fee Recovery Is Reasonable**

9 22. Under both California and federal law, the factors to be considered when
10 determining the percentage of the total recovery is reasonable for Class Counsel to recover when
11 the percentage-of-the-fund method include, among other things: (i) the risks and potential value of
12 the litigation; (ii) the contingency, novelty, and difficulty of the litigation; (iii) the skill shown by
13 counsel; and (iv) the time spent on the case, as measured against a lodestar cross-check. *Laffitte*, 1
14 Cal.5th at 504-505. Unlike federal courts in the Ninth Circuit applying federal common fund law,
15 California law does not recognize an explicit 25% “benchmark” to use in determining common
16 fund fees. *Id.* at 495-504. To the contrary, many California courts have concluded that in
17 practice, common fund awards average one-third of the recovery: “Empirical studies show that,
18 regardless of whether the percentage method or the lodestar method is used, fee awards in class
19 actions average around one-third of the recovery.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th
20 43, 66, fn. 11; *see also In re Omnivision Technologies* (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1047
21 (“in most common fund cases, the award exceeds [the 25%] benchmark”). Indeed, *Laffitte* itself
22 involved a 33.3% recovery in a wage-and-hour class action. 1 Cal.5th at 505.

23 23. My opinion that a fee award in this case equal to 33.3% of the Settlement Fund is
24 reasonable under California law is based on the factors cited in *Laffitte*, as well as other factors
25 recognized in the common fund fee cases. Most significantly to me, in the private legal
26 marketplace, the great risk Class Counsel took in litigating an entirely contingent fee case for
27 nearly six and half years, spending at least 11,574.70 hours against a government agency with far
28 greater resources, and defeating an array of defenses through a 4-day trial all would strongly

1 support at least a 33.3% fee. Likewise, the novel and difficult issues presented by the case support
2 such a fee. Despite these risks and burdens, Class Counsel developed a class-wide claim for relief
3 against the City, then litigated those claims to a highly-successful conclusion. Given that 33.3%
4 percent (or more) of a cash settlement fund is commonly awarded in such complex, high-risk
5 cases, the fee requested here clearly comports with standards established by the courts and in the
6 legal marketplace.

7 24. **The Significant Risk Taken By Class Counsel.** In the legal marketplace, lawyers
8 who assume a significant financial risk on behalf of their clients rightfully expect that their
9 compensation will be substantially greater than it would be if no risk or delay were involved: “A
10 lawyer who both bears the risk of not being paid and provides legal services is not receiving the
11 fair market value of his work if he is paid only for the second of these functions. If he is paid no
12 more, competent counsel will be reluctant to accept fee award cases.” *Ketchum v. Moses, supra*,
13 24 Cal.4th at 1133 (quoting Leubsdorf, *The Contingency Factor in Attorney Fee Awards* (1981)
14 90 Yale L.J. 473, 480)). “No one expects a lawyer whose compensation is contingent upon his
15 success to charge, when successful, as little as he would charge a client who in advance had
16 agreed to pay for his services, regardless of success.” *City of Detroit v. Grinnell Corp.* (2d Cir.
17 1974) 495 F.2d 448, 470. “The greater the risk of walking away empty-handed, the higher the
18 award must be to attract competent and energetic counsel.” *Silverman v. Motorola Sols., Inc.* (7th
19 Cir. 2013) 739 F.3d 956, 958.

20 25. In my experience, many attorneys will only undertake contingent fee cases if they
21 can expect that, if successful, they will receive significantly higher fees than they would in a non-
22 contingent case where the client is obligated to pay for costs and fees incurred on a monthly basis,
23 win or lose. This is particularly true in hard-fought cases such as this one, where a successful
24 result is far from certain, the opponent has significantly greater resources, and takes hardline
25 settlement and litigation positions that necessitate going to and winning at trial and.

26 26. Here, Class Counsel litigated this case for almost six and half years, invested more
27 than 11,574.70 hours in time in the process, and advanced more than \$461,729 in out-of-pocket
28 expenses. Had they not been successful, all that work and money would have been lost. This is an

1 extraordinary risk.

2 27. In common fund cases, contingent risk is and should be a significant factor in
3 computing what percentage of the fund to award as attorneys' fees. *See, e.g., Laffitte*, 1 Cal.5th at
4 504 (noting that trial court had carefully considered risks and contingency involved in awarding
5 33.3% fee). In my opinion, the risks Class Counsel faced here were enormous:.

6 a. The risk of not prevailing on the merits of the case is the crucial and "most
7 common" lodestar adjustment factor. *See Graham v DaimlerChrysler Corp.* (2004) 34 Cal.4th
8 553, 579 ("The purpose of [a lodestar adjustment] is to fix a fee at the fair market value for the
9 particular action. In effect, the court determines, retrospectively, whether the litigation involved a
10 contingent risk or required extraordinary legal skill justifying augmentation of the unadorned
11 lodestar in order to approximate the fair market rate for such services."). As the California
12 Supreme Court has recognized:

13 Perhaps the most common multiplier applied, at least where a plaintiff
14 prevails, is a modifier for the contingent nature of the representation.
15 'Under our precedents, the unadorned lodestar reflects the general local
16 hourly rate for a *fee-bearing case*; it does *not* include any compensation
17 for contingent risk, extraordinary skill, or any other factors a trial court
18 may consider under *Serrano III*. The adjustment to the lodestar figure,
19 *e.g.*, to provide a fee enhancement reflecting the risk that the attorney will
20 not receive payment if the suit does not succeed, constitutes earned
21 compensation; unlike a windfall, it is neither unexpected nor fortuitous.
22 Rather, it is intended to approximate market-level compensation for such
23 services, which typically includes a premium for the risk of nonpayment
24 or delay in payment of attorney fees. In this case, for example, the lodestar
25 was expressly based on the general local rate for legal services in
26 a *noncontingent* matter, where a payment is certain regardless of outcome.

27 *Ketchum, supra*, 24 Cal.4th at 1138; *see also Horsford v Board of Trustees* (2005) 132 Cal.App.
28 4th 359, 400, fn. 11 ("litigation is fraught with uncertainty and even the most scrupulous attorney
will 'win some and lose some,' as the saying goes"); *Pellegrino v. Robert Half Int'l, Inc.* (2010)
182 Cal.App.4th 278, 290; *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1216.
Here, the nature of the Plaintiffs' legal claims, which were quite novel, , graphically illustrates the
great risk Class Counsel would receive no compensation for all their work and expense on this
case. *See, e.g., Cates v Chiang* (2013) 213 Cal.App.4th 791, 823 (noting that in light of risk

1 created by adverse decision, “it seems unlikely that any reasonable lawyer evaluating this case at
2 the outset would have predicted even a 50-percent chance of ultimate success.”). Likewise, the
3 risks of obtaining certification of a class seeking refunds from a governmental agency loomed
4 large, as the adverse decisions in two subsequent cases showed. *See supra*, fn. 6 (citing cases); *see*
5 *also Ridgeway v Wal-Mart Stores Inc.*, *supra*, 269 F.Supp.3d at 995 (citing California authorities
6 and noting risk from potential changes in case law and legislation, as well as opponent’s vigorous
7 defense). In my opinion, given the novelty of the issues involved and the City’s success in these
8 other cases, the same rationales recognized in *Cates* and *Horsford* apply here as well.

9 b. The financial risk was enormous. Over a nearly six and a half year period,
10 preceded by several months of investigation and documentation, Class Counsel expended more
11 than 11,574.70 hours, all on a fully contingent basis. This is a huge commitment, and it imposed
12 an exceptionally high risk for Class Counsel. If this case had not succeeded, counsel would not
13 have been paid a dime for any of their work. At market rates, that loss would have amounted to
14 approximately \$6,993,376, in addition to over \$461,729 in out-of-pocket costs.

15 c. Class Counsel also had to litigate the case through a trial. This greatly
16 increased their risk of recovering nothing for their clients and no payment for their work. *See In*
17 *re Transpacific Passenger Air Transp. Antitrust Litig.* (N.D. Cal., Nov. 26, 2019, No. 3:07-cv-
18 05634-CRB) 2019 U.S. Dist. LEXIS 206431, *18 (noting greater risk when case must be prepared
19 for imminent trial); *In re Vitamins Cases* (2003) 110 Cal.App.4th 1041, 1056 (noting that case
20 “resolved without the risk of trial”).

21 d. In my view, the City’s significant resources and the vigor and tenacity of its
22 defense also greatly increased Class Counsel’s risk. *See, e.g., Pulliam v HNL Automotive Inc.*
23 (2021) 60 Cal.App.5th 127, *aff’d* (2022) 13 Cal.5th 127 (affirming risk multiplier based on finding
24 that “defense counsel’s litigation tactics complicated the case”).

25 28. **The Excellent Results Obtained.** In the legal marketplace, law firms that obtain
26 excellent or exceptional results for their clients can and do expect that those results will be
27 reflected in their fees. Here, the results obtained are certainly exceptional:

- Class Counsel has obtained a common fund of **\$57.5 million** for approximately

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

530,000 Class Members.

- The Settlement also provides for another **\$11.4 million** in estimated annual savings, as well as reimbursement for the Sewer Fund from amounts improperly transferred from the Sewer Fund to the General Fund.
- Moreover, Current Customer Class Members are not required to file claims; rather, checks will be mailed directly to the Current Customer Class Member based on information provided by the City. Claims for Former Customer Class Members require minimal information that is necessary to prevent fraud, and the claim-filing requirements are far less onerous than in many class actions. Claims may be filed online or by mail.
- Based on Plaintiffs’ damages figure of \$70.5 million in damages, the fund recovered represents some 82% of the Class’s possible recovery at trial. And, that result is understated if you include even one year of the the \$11.4 million in annual savings (which has already been realized as of July 2023), which would equate to a recovery of 84.1%; if you include two years of the \$11.4 million in annual savings (which is ongoing for the 2023-2024 fiscal year), the recovery equates to 87%. A recovery of between 82% and 87% is highly unusual and far greater than the recoveries in the vast majority of class actions. *See, e.g., Aguilar v. Wawona Frozen Foods* (E.D. Cal. 2017) 2017 WL 117789 (47% recovery “far greater than the percentage recovered in many other wage and hour class actions heard in federal courts in this circuit”) (citing numerous cases); *Custom LED, LLC v. eBay, Inc.* (N.D. Cal. Jun. 24, 2014) 2014 WL 2916871, at *4 (“[C]ourts have held that a recovery of only 3% of the maximum potential recovery is fair and reasonable when the plaintiffs face a real possibility of recovering nothing absent the settlement.”). In my view, comparing these exceptional results to the relief obtained in more typical class actions provides strong support for awarding 33.3% of the of Settlement Fund to Class Counsel.

1 29. **The Exceptional Novelty, Difficulty, And Complexity Of The Litigation.** As
2 Class Counsel’s declarations and the Preliminary Approval Motion show, this case presented
3 several exceptionally novel and difficult legal issues of statutory interpretation and remedy against
4 the City. In my experience, those issues were significantly more novel, complex and difficult than
5 those presented by many, if not most, class action lawsuits. This factor also strongly justifies an
6 award of 33.3% of the Settlement Fund.

7 30. **The Exceptional Skill Displayed And Quality Of Work.** The high level of skill
8 displayed here and the excellent quality of work it produced also justify the fee requested by Class
9 Counsel. As demonstrated by GPM’s firm résumé (*see* Rotter Declaration, Ex. 7-C), Class
10 Counsel are skilled and experienced class action litigators. That skill, experience, and expertise
11 were put to great use here and, in my opinion, also fully justify an award of 33.3% of the
12 Settlement Fund. Likewise, my review of Class Counsel’s work product further confirms my
13 view that their accumulated skill and expertise contributed significantly to the remarkable
14 remedies recovered in this case.

15 31. **The Value Of Obtaining Relief By Settlement.** By settling this case after the
16 Phase I trial, rather than continuing to litigate issues that remained unsettled and could well have
17 been lost and/or appealed, Class Counsel have obtained an exceptional result for the Class at less
18 expense to the Parties, their counsel, and the Court. By avoiding the uncertainties of further
19 litigation, they also have obtained those results more quickly and surely than if the matter had
20 been litigated to final resolution. In my opinion, this factor also supports the requested fee. *See*
21 *Lealao*, 82 Cal.App.4th at p. 51.

22 32. **The Continuing Obligations Of Counsel To The Class.** Class Counsel’s
23 requested 33.3% fee also is reasonable in light of the fact that the fee award will compensate
24 Counsel not only for the work already performed, but for future work as well, *i.e.*, their continuing
25 obligation to the Class Members to oversee implementation of the Settlement, including the both
26 the Monetary and Non-Monetary Remedial Relief. *See, e.g.*, First Amended Stipulation, ¶10 (d)
27 (“For each of the three fiscal years following the Effective date, the City will provide a declaration
28 under penalty of perjury at the end of each fiscal year to Plaintiffs’ Counsel, by no later than

1 January 31, confirming that it has complied with each of the above-described provisions of the
2 Non-Monetary Remedial Relief.”). In addition, if the lone objector (or any other objectors)
3 challenges the Settlement on appeal, Class Counsel would be required to protect the Class’s
4 interests without additional compensation. In effect, this means that the current lodestar is actually
5 understated.

6 **33. The Public Service Performed By Class Counsel.** The public interest served by
7 Plaintiffs’ lawsuit also supports the fee sought. *See State v. Meyer* (1985) 174 Cal.App.3d 1061,
8 1073 (the “public service element. . . and motivation to represent consumers and enforce laws”
9 may justify lodestar enhancement). In this case, Class Counsel have served the public’s interest
10 by enforcing the Legislature’s intent to closely scrutinize the “fees” and “charges” government
11 entities could charge their residents. Numerous cases have recognized the importance of similar
12 cases. *See, e.g., Folsom v Butte County Ass’n of Gov’ts* (1982) 32 Cal.3d 668 (upholding fee
13 award to plaintiffs who vindicated legislature’s intent by achieving diversion of transportation
14 funds from roads and highways to public transit systems); *Cates v. Chiang, supra*, 213
15 Cal.App.4th 791, 806 (public interest served by action challenging state’s failure to collect
16 gambling taxes); *Collins v City of Los Angeles* (2012) 205 Cal.App.4th 140 (same regarding action
17 challenging city’s overcharges).

18 **34. Percentage Fees Approved In Other Cases.** My opinion also is supported by the
19 fact that a 33.3% fee is squarely in line with the range of reasonable attorneys’ fees awarded in
20 other similar cases in California and across the nation. *See, e.g., Chavez v. Netflix*, 162
21 Cal.App.4th at 66, fn. 11. Indeed, as noted, in *Laffitte*, the California Supreme Court approved a
22 one-third (33.3%) common fund fee award in a wage and hour case in which the trial court based
23 that award on many of the same circumstances present here: novelty and difficulty of the questions
24 involved, the skill displayed in presenting them, and the inherent risk whenever there is a fee
25 award that is contingent. 1 Cal.5th at 504.

26 **35.** California state courts commonly award 33% fees, including in cases with much
27 larger recoveries than this one. For example, in *In re Wackenhut Wage and Hour Cases*, Cal.
28 Super. Ct. Los Angeles County, Judicial Council Coordination Proceeding No. 4545, the Court

1 awarded 33.33% of the \$130 million settlement fund. *See also ABM Industries Overtime Cases*,
2 Judicial Council Coordination Proceeding No. CJC-07-004502 (Cal. Super. Ct. San Francisco
3 County April 7, 2022) (approving 33.33% fee award on \$140 million settlement fund); *In re Micro*
4 *Focus International plc Sec. Litig.*, No. 18CIV01549 (Cal. Super. Ct. San Mateo County, July 27,
5 2023) (awarding 33.0% of \$107,500,000 settlement fund); *Savaglio v. Wal-Mart Stores, Inc.*, No.
6 C-835687-7 (Cal. Superior, Alameda County, Sept. 10, 2010) (awarding 35% of \$150,000,000
7 settlement fund); *In re Pacific Bell Late Fee Litig.*, No. MSC 10-0084 (Cal. Super. Ct. Contra
8 Costa County, Oct. 21, 2013, (33% fee was awarded in a UCL challenge to Pac Bell’s late fee
9 practices that resulted in a fund valued at \$28,281,873.93).⁹

10 36. Numerous federal courts applying California and federal law also are in accord.
11 *See, e.g., Smith v. CRST Van Expedited, Inc.* (S.D. Cal. 2013) 2013 WL 163293, at *5 (“Under the
12 percentage method, California has recognized that most fee awards are 33 percent...”); *Angel*
13 *Omar Alvarez v. XPO Logistics Cartage, LLC, et al.*, (C.D. Cal., No. 2:18-cv-03736-RGK-E, ECF
14 No. 584, Feb. 17, 2022) (approving 33.33% fee award on \$20,000,000 settlement); *Boyd v. Bank*
15 *of America Corp.* (C.D. Cal. 2014) 2014 WL 6473809, at **8-12 (33.3% of settlement fund);
16 *Wren v. RGIS Inventory Specialists* (N.D. Cal. 2011) 2011 WL 1230826 (42% of fund);
17 *Fernandez v. Victoria Secrets, Inc.* (C.D. Cal. 2008) 2008 WL 8150856 (34% of fund).¹⁰

18 37. **Percentages Used In Private Fee Arrangements.** One object of a common fund
19 award is to set a fee that approximates the probable terms of a contingent fee contract negotiated
20 by sophisticated lawyers and clients in comparable private litigation. *See In re Consumer Privacy*
21 *Case* (2009) 175 Cal.App.4th 545, 557 (a common fund fee award should be “within the range of

22 _____
23 ⁹ *See also Exhibit B* (listing select California state court decisions with fee awards of 33% or
greater).

24 ¹⁰ *See also In re Pacific Enter. Sec. Litig.* (9th Cir. 1995) 47 F.3d 373 (affirming 33-percent fee
25 award in shareholder derivative action); *Williams v. MGM-Pathe Communications Co.* (9th Cir.
26 1997) 129 F.3d 1026, 1027 (same); *Chavez v. Converse, Inc.* (N.D. Cal. 2020) 2020 U.S. Dist.
27 LEXIS 257679, 2020 WL 10575028) (awarding one-third of fund in wage and hour claim under
28 California law); *Beaver v. Tarsadia Hotels* (S.D. Cal. 2017) 2017 U.S. Dist. LEXIS 160214 (33%
of fund); *Aguilar v. Wawona Frozen Foods* (E.D. Cal. 2017) 2017 WL 117789 (33% of fund);
Emmons v. Quest Diagnostics Clinical Labs, Inc. (E.D. Cal. 2017) 2017 WL 749018 (33% fee
approved in wage and hour claim under California law).

1 fees freely negotiated in the legal marketplace in comparable litigation”); Silver, *A Restitutionary*
2 *Theory of Attorneys’ Fees in Class Actions* (1991) 76 Cornell L.Rev. 656, 702-703 (goal “is to pay
3 attorneys on terms they would probably accept in an *ex ante* bargain, before the outcome of
4 litigation is known”).

5 38. In my experience, private contingent fee agreements in personal injury and other
6 types of cases usually provide for fees of 33%-40%. The courts agree: “[fees representing one-
7 third of the recovery are] supported by the fact that typical contingency fee agreements provide
8 that Class Counsel will recover 33% if the case is resolved before trial and 40% if the case is
9 tried.” *Fernandez v. Victoria Secret Stores, LLC* (C.D. Cal. 2008) 2008 WL 8150856, at *16,
10 fn. 59 (citing study showing that in some jurisdictions, standard contingency fee rates are 33% if
11 the case settles before trial, 40% if a trial commences, and 50% if trial is completed); *see also*
12 Lester Brickman, *ABA Regulation of Contingency Fees: Money Talks, Ethics Walks*, 65 Fordham
13 L. Rev. 247, 248 (1996) (noting that “standard contingency fees” are “usually thirty-three percent
14 to forty percent of gross recoveries” (emphasis omitted)).

15 39. Class Counsel’s fee request here is entirely consistent with this practice. And,
16 given the prospective risks and difficulties of this case, as well as the legal obstacles surmounted
17 before the case was settled, any class member would have found it extremely reasonable to be able
18 to obtain representation at *no cost to them* unless counsel was successful, and then at a cost of
19 only one-third of their recovery—after trial. This is especially true given Class Counsel’s
20 willingness to advance more than 11,574 hours of time and approximately \$461,729 in hard out-
21 of-pocket costs, not including the cost of post-approval services, with no hope of recovering those
22 funds unless the case was successful.

23 40. In sum, a 33.3% fee from the Settlement Fund in this case is reasonable by any
24 standard.

25 **A Lodestar/Multiplier Cross-Check Confirms That A 33.3% Fee Is Reasonable**

26 41. In my opinion, Class Counsel’s requested fee is also reasonable when cross-
27 checked against a lodestar-multiplier-based fee. *See Laffitte*, 1 Cal.5th at 676, 687
28 (reasonableness of 33.3% fee demonstrated by lodestar cross-check).

1 42. A summary of Class Counsel’s lodestar is set forth in the Rotter Declaration. As I
2 explain in more detail below, in my opinion: (i) the hourly rates utilized in the lodestar cross-check
3 are within the range of those charged by comparably qualified attorneys for comparable work in
4 the Los Angeles legal marketplace; (ii) the hours spent are fully documented and consistent with
5 those that would be expected in a matter of this duration, complexity, and stakes, as well as with
6 the excellent results achieved; and (iii) the resultant 2.74 lodestar multiplier is amply justified,
7 based on the factors that have been discussed previously, including (a) the great legal and
8 financial risk taken by Class Counsel, (b) the exceptional results achieved for the Class, (c) the
9 extremely complex and difficult nature of this lengthy litigation, (d) the high level of skill required
10 and the excellent work product, (e) the public service performed, and (f) the contingent fees
11 charged in the private marketplace. *See, e.g., Wershba v. Apple Computer* (2001) 91 Cal.App.4th
12 224, 255 (under California law, “[m]ultipliers can range from 2 to 4 or even higher.”).

13 **Class Counsel’s Hourly Rates Are Reasonable**

14 43. Under California law, Class Counsel’s requested hourly rates are reasonable if they
15 are “within the range of reasonable rates charged by and judicially awarded comparable attorneys
16 for comparable work.” *Children’s Hosp. & Med. Ctr. v. Bonta* (2002) 97 Cal.App.4th 740, 783.
17 Here, I have reviewed Class Counsel’s work product, qualifications, backgrounds, experience, and
18 the results they have achieved. In my opinion, the requested hourly rates are well within the range
19 of rates charged by comparably qualified Los Angeles area attorneys for comparably complex
20 work.

21 44. Through my writing and practice, I have become familiar with the non-contingent
22 market rates charged by attorneys in California and elsewhere. This familiarity has been obtained
23 in several ways: (i) by handling attorneys’ fee litigation; (ii) by discussing fees with other
24 attorneys; (iii) by obtaining declarations regarding prevailing market rates in cases in which I
25 represent attorneys seeking fees; and (iv) by reviewing attorneys’ fees applications and awards in
26 other cases, as well as surveys and articles on attorneys’ billing rates in the legal newspapers and
27 treatises. I also have testified before trial courts or arbitrators on numerous occasions, and have
28 submitted expert testimony by declaration on hundreds of occasions: each of those efforts require

1 me to be aware of the hourly rates being charged. The information I have gathered, some of which
2 is set forth below, shows that the rates requested by Class Counsel are in line with the non-
3 contingent market rates charged by attorneys of reasonably comparable experience, skill, and
4 reputation for reasonably comparable services.¹¹

5 45. Here, Class counsel’s requested rates are \$1,125 per hour for Mr. Ruf, a 36-year
6 attorney; \$900 per hour for Mr. Rotter, a 19-year attorney; \$1,100 per hour for Mr. Cohen, a 34-
7 year attorney; and \$575 for Ms. Pang, an 8-year attorney. In my opinion, those rates are well
8 within the rates charged by and awarded for similar services by comparably qualified Los Angeles
9 area attorneys. I base that opinion on the following factors.

10 46. *First*, my opinion is based on my long experience and expertise regarding
11 attorneys’ fees, as noted in the numerous reported cases listed above. *See, e.g., Wit v. United*
12 *Behav. Health, supra*, 570 F.Supp.3d at p. 1079 (“the Court places significant weight on Pearl’s
13 opinion”); *Human Rights Defense Center v. County of Napa, supra*, 2021 U.S. Dist. LEXIS 59778
14 at *32, 2021 WL 1176640 (“Mr. Pearl has extensive experience in the area of attorney billing rates
15 in this district and has been widely relied upon by both federal and state courts”).

16 47. *Second*, prior fee awards to Class Counsel confirm my opinion. In *Lea v. Tal Educ.*
17 *Grp.*, for example, the Southern District of New York found GPM’s **2021** rates “comparable to
18 peer plaintiffs and defense-side law firms litigating matters of similar magnitude.” *Lea v. Tal*
19 *Educ. Grp.*, (S.D.N.Y. Nov. 30, 2021) 2021 WL 5578665, at *12 (approving GPM’s **2021** rates of
20 \$600 to \$995 for partners, and \$500 to \$750 for associates); *see also Padilla v. Community Health*
21 *Systems, Inc.*, (M.D. Tenn. Oct. 20, 2023) 2023 WL 7018392, *2 (approving GPM’s **2023** rates in
22 the context of a lodestar cross-check); *Davis v. Yelp, Inc.*, (N.D. Cal. Jan. 27, 2023) 2023 WL
23 3063823, at ¶6 (approving GPM’s **2022** rates in the context of a lodestar cross-check). And, I am
24 informed by Class Counsel that, although the vast majority of the firm’s work is contingency fee
25 based, the rates billed in this matter are substantially similar to the rates paid by non-contingent

26 _____
27 ¹¹ Class Counsel’s use of current rates roughly compensates them for the delay in payment they
28 *v. Employment Dev. Dept.* (2019) 38 Cal.App.5th 191, 205.

1 clients for hourly work.

2 48. *Third*, my opinion s based on the numerous findings of reasonable hourly rates
3 made by Los Angeles Area courts, to which I afford significant weight. *See Margolin v. Regional*
4 *Planning Comm’n* (1982) 134 Cal.App.3d 999, 1005. Those findings are summarized in **Exhibit**
5 **C** attached hereto. For example:

- 6 • In *French v. City of Los Angeles* (C.D. Cal. May 10, 2022) 2022 U.S. Dist.
7 LEXIS 111194, a two-plaintiff police misconduct action, the court found that a
8 reasonable rate for plaintiffs’ lead attorney, a 33-year attorney, was \$1,100 per
9 hour.
- 10 • In *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No.
11 19SMCV00057, Order Granting Plaintiff’s Motion for Statutory Attorneys’
12 Fees and Costs filed March 30, 2023, an individual FEHA action brought by
13 two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of
14 Wendy Musell), the court found that counsel’s 2022 hourly rates of \$1,100 and
15 \$1,000 per hour were reasonable for the plaintiff’s five senior attorneys,
16 including \$1,000 per hour for the plaintiff’s 23-year lead counsel and \$850 per
17 hour for a senior associate.
- 18 • In *Tran v. Golden State FC LLC, et al.* (LASC Case No. BC699931), Fee Order
19 filed 4/8/2022, an individual employment action, the court found hourly rates of
20 \$1,300 per hour reasonable for plaintiff’s 32-year attorney and \$1,000 per hour
21 reasonable for a 14-year attorney.
- 22 • In *Campbell v. Barnes*, Orange County Superior Court No. 30-2020-01141117-
23 CU-WM-CXC, Order Granting Petitioners’ Motion for an Award of Attorneys’
24 Fees, filed January 20, 2022, a case challenging inadequacies in the County
25 jail’s response to the Covid epidemic, the court found the following hourly rates
26 reasonable:

27
28

LAW SCHOOL GRADUATION YEAR	RATES
Munger, Tolles & Olson LLP	
2003	\$1,210
2013	\$850
2015	\$750
2016	\$700
2017	\$650
2018	\$550
Non-Attorneys	
Automated Litig. Analyst	
Litigation Analyst	\$250
Paralegals	\$250
ACLU	
1988, 2000, and 2003	\$1,210
2007	\$950
2009	\$900
2015	\$750
2016	\$700
2017	\$650
Non-Attorney	
Senior Investigator	\$250
Schonbrun, Seplow, Harris, Hoffman, And Zeldes LLP	
1976	\$1,000
2016	\$450
2016	\$600
2019	\$440
1975	\$1,025
1976	\$930
1979	\$995
2015	\$570

- In *T.J. Simers v. Los Angeles Times Communications, LLC*, Los Angeles Superior Court Case No. BC524471, Fee Order filed July 29, 2022, an individual employment action, the court found hourly rates of up to \$1,300 per hour reasonable for plaintiff's lead attorneys, with 32, 20, and 16 years of experience, and \$1,000 per hour reasonable for a 15-year attorney.

49. Class Counsel's paralegal rates (\$325) also are in line with these court awards. For example, in the *Southern California Gas Leak Cases*, Los Angeles County Superior Ct. No. BC601844, Jud. Council Coord. Proceeding No. 4861, Order Granting Class Plaintiffs' Motion for Attorneys' Fees, Litigation Costs, and Service Awards filed April 29, 2022, this court found that

1 paralegal rates of up to \$405 per hour were reasonable.

2 50. *Fourth*, my opinion is based on data regarding hourly rates that I have compiled
3 from declarations, surveys, articles, and individual correspondence. See **Exhibit D**. That data also
4 supports my opinion that Class Counsel’s rates here are in line with the Los Angeles legal
5 marketplace. For example, in 2021, Munger, Tolles & Olson billed a 30-year attorney at \$1,725
6 per hour, a 12-year attorney at \$995, a 5-year attorney at \$825, and an experienced paralegal at
7 \$365. In 2020, Paul Hastings LLP billed a 25-year attorney at \$1,425 per hour and a 7-year
8 associate at \$885 per hour. In 2019, Pearson Simon & Warshaw, another class action firm, billed
9 attorneys with 23-38 years of experience at \$1,150 per hour; rates have generally increased at least
10 5-10% since then.¹²

11 51. The reasonableness of Class Counsel’s rates here also is evidenced by the rates of
12 three other major law firms—Kirkland & Ellis, Weil Gotshal, and Akin Gump—as set out in *Will*
13 *billing rates for elite lawyers rise in 2020?*, an article by Samantha Stokes that appeared in the
14 July 30, 2020, edition of the Recorder (attached as **Exhibit E**). Citing the applicable bankruptcy
15 court fee applications, which require that the requested rates not exceed the firm’s standard billing
16 rates, the range of partner rates was \$1,025 to \$1,795 at Kirkland; \$1,100 to \$1,695 at Weil; and
17 up to \$1,755 at Akin Gump. Associate rates were up to \$1,165 at Kirkland; \$595 to \$1,050 at
18 Weil; and up to \$975 at Akin Gump. The article also predicted 2020 rates for Kirkland rising to
19 \$1,895 for partners; \$1,795 at Weil; and \$1,815 at Akin. More recent articles confirm this view.
20 See e.g., Mehta, *Billing Rates Surge Past \$2k in the World of High-Stakes Litigation*,

21 ¹² Listed billing rates, court awards, and published articles show that over the past four years,
22 California rates have risen an average of 4-10% per year. For example, in *Planned Parenthood*
23 *Federation of America, Inc. v. Center for Medical Progress*, 2020 U.S. Dist. LEXIS 241035, at
24 *13 (N.D. Cal. Dec. 22, 2020), the district court applied a 25% rate increase for the period from
25 2016 to 2020. More recently, similar rate increases in the legal marketplace have been observed
26 by commentators. See, e.g., Bloomberg Law (Bureau of National Affairs, Inc.), *Rising Rates Are*
27 *Law Firms’ Salve as Layoffs and Pay Cuts Surge* (Jan. 19, 2023) (new 2023 hourly rates for some
commercial firms reflect averaged increases over 2022 rates of 10%); *What We’re Watching –*
Alarming Rates?, Law.Com Morning Minute, Jan. 25, 2022 (rates rose 4% in 2021 and likely to
rise “as much or more” in 2022); *Aggressive Billing Rate Increases Appear Likely, but Can*
Clients Stomach It? Maloney, *The American Lawyer* (Jan. 24, 2022) (rates rose “nearly 4%” in
2021); Simons, *Big Law Should Raise Partner Billing Rates 10+ Percent Now*, *The Recorder*
(Nov. 15, 2018) at 3 (“In a normal year, partner rates would go up around 5 or 6 percent”).

1 (<https://lp.findlaw.com/legalblogs/practice-of-law/billing-rates>); Bloomberg Law (Bureau of
2 National Affairs, Inc.); *Rising Rates Are Law Firms' Salve as Layoffs and Pay Cuts Surge* (Jan.
3 19, 2023). Again, Class Counsel's rates here are well within the ranges evidenced by these rates.

4 52. *Fifth*, Class Counsel's rates also are consistent with the range of rates described in
5 respected surveys of law firms' billing rates:

- 6 • The 2022 Real Rate Report compiled by Wolters Kluwer, relevant excerpts of
7 which are attached hereto as **Exhibit F**, surveyed the hourly rates charged in
8 2022 by hundreds of Los Angeles area attorneys, and has often been relied
9 upon by Los Angeles area courts. *See French v. City of Los Angeles, supra*,
10 2022 U.S. Dist. LEXIS 111194, at *52 (“[T]his Court has found that the [2021]
11 Real Rate Report provides a helpful reference point and consults it here”). For
12 example, page 16 of the Report describes the 2022 rates charged by 322 Los
13 Angeles County partners and 408 Los Angeles County associates who practice
14 “Litigation.” For that category, the Third Quartile Los Angeles County rates
15 were **\$1,045** per hour for partners and **\$855** per hour for associates. Likewise,
16 page 32 of the Report describes the 2022 rates charged by 183 Los Angeles
17 County partners with “Fewer Than 21 Years” of experience. For this category,
18 the Third Quartile Los Angeles County rate was **\$1,075** per hour for partners.
19 Given Class Counsel's considerable experience, expertise, and skills, Class
20 Counsel clearly come within the Third Quartile – *i.e.*, the top 25% of Los
21 Angeles area litigators. These Third Quartile rates show that Class Counsel's
22 requested rates are well within the range of rates actually charged in the Los
23 Angeles legal marketplace. *See French, supra*, 2022 U.S. Dist. LEXIS 111194,
24 at *52 (citing Report's Third Quartile rates).
- 25 • Page 26 of the Report describes the 2022 rates charged by 63 Los Angeles
26 County associates with “Fewer Than 3 Years” of experience. For this category,
27 the Third Quartile Los Angeles County rate was **\$654** per hour for associates.
28 Page 26 of the Report also describes the 2022 rates charged by 144 Los

1 Angeles County associates with “3 to Fewer Than 7 Years” of experience. For
2 that category, the Third Quartile Los Angeles County rate was **\$838** per hour
3 for associates. Next, page 26 of the report describes the 2022 rates charged by
4 171 Los Angeles County associates with “7 or More Years” of experience. For
5 that category, the Third Quartile Los Angeles County rate was **\$840** per hour
6 for associates.

- 7 • The 2021 Real Rate Report compiled by Wolters Kluwer surveyed the hourly
8 rates charged in 2021 by hundreds of Los Angeles area attorneys, relevant
9 excerpts of which are attached hereto as **Exhibit G**. Page 17 of the Report
10 describes the 2021 rates charged by 342 Los Angeles partners and 423
11 associates who practiced “Litigation.” For that category, the Third Quartile rate
12 was **\$1,042** per hour for “Partners” and **\$806** for “Associates.” Likewise, page
13 32 of the Report describes the rates charged by 173 attorneys with “21 years or
14 more” experience. For that category, the Third Quartile Los Angeles rate was
15 **\$1,125** per hour for attorneys with 21 years or more. Given Counsel’s
16 considerable experience, expertise, and skills here, as well as significant
17 increases in market rates over the past two years, these Third Quartile rates
18 show that counsel’s requested rates here are well within the range of rates
19 actually charged in the Los Angeles legal marketplace. *See French v. City of*
20 *Los Angeles, supra*, 2022 U.S. Dist. LEXIS 111194, at *52 (citing Report’s
21 Third Quartile rates).
- 22 • The 2020 filings of PG&E’s law firm in the PG&E Bankruptcy case, N.D.
23 Bank. Case No. 19-30088, attached as **Exhibit H**, include the 2020 rates
24 charged by PG&E’s law firm for its work on that case (Dkt. No. 6331). Exhibit
25 F shows that in July 2020, PG&E’s attorneys billed a 19-year attorney at \$1,535
26 per hour and a 15-year attorney at \$1,220 per hour. Class Counsel’s rates here
27 are significantly lower.

- 1 • The 2018 Peer Monitor Public Rates survey (**Exhibit I**) shows that Class
2 Counsel’s rates here are well within the range of hourly rates billed by other
3 top-flight Los Angeles law firms.
- 4 • The “Adjusted” or “LSI” Laffey Matrix (laffymatrix.com), which is based on a
5 survey of hourly rates charged for complex litigation in the Baltimore-
6 Washington, D.C. area, is frequently used across the country, with adjustments
7 for differences in cost of living, to evaluate the reasonableness of hourly rates.
8 The current Adjusted Laffey Matrix lists a rate of **\$1,057** per hour attorneys
9 who have been out of law school for more than 20 years, **\$878** per hour for
10 attorneys who have been out of law school for 11-19 years, **\$777** for attorneys
11 who have been out of law school for 8-10 years, **\$538** per hour for attorneys
12 who have been out of law school for 4-7 years, and **\$437** per hour for attorneys
13 who have been out of law school for 1-3 years. As adjusted for the Los Angeles
14 Area market, these rates would be 2.08% higher to account for the estimated
15 differences between Washington D.C. Area and Los Angeles Area rates. Class
16 Counsel’s rates are well within the range of these *Laffey* rates.

17 53. Based on the foregoing, Class Counsel’s hourly rates for their work in this
18 litigation are reasonable as they are well within the range of rates charged by and awarded to
19 comparably qualified attorneys in this legal community for comparable services.

20 **The Number Of Hours Is Within The Expected Range**

21 54. In common fund cases, lodestar cross-checks of the hours spent by Class Counsel
22 do not require the same type of hour-by-hour review as lodestar-based fee claims, and I have not
23 done such a review. As *Laffitte* recognizes, “we note that trial courts conducting lodestar cross-
24 checks have generally not been required to closely scrutinize each claimed attorney-hour, but have
25 instead used information on attorney time spent to focus on the general question of whether the fee
26 award appropriately reflects the degree of time and effort expended by the attorneys.” 1 Cal.5th at
27 p. 505 (internal quotation omitted). Other courts agree. See, e.g., *Aguilar v. Wawona Frozen*
28 *Foods* (E.D. Cal. 2017) 2017 WL 2214936, at *6 (“[I]t is well established that ‘[t]he lodestar

1 cross-check calculation need entail neither mathematical precision nor bean counting. . . [courts]
2 may rely on summaries submitted by the attorneys and need not review actual billing records.”)
3 (internal citations omitted); *Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495,
4 512 (in class actions, hours may be documented in summary or declaration form, without the need
5 for full time records).

6 55. As noted above, I have reviewed a meaningful sample of the documents filed in
7 this action, including the description of the work set out in Class Counsel’s filings with the Court,
8 declarations, and exhibits. Based on that review, as well as my extensive experience with
9 comparable class action cases, in my opinion, the number of hours that Class Counsel have
10 worked, which I understand are fully documented by detailed time records and reduced to reflect
11 billing judgment, appear to be consistent with the number of hours I would expect to have been
12 spent in a case of this duration, intensity, complexity, and results achieved. *See, e.g., Villalpondo*
13 *v. Exel Direct, Inc., supra*, 2016 WL 7740854, at *4 (hours spent by class counsel reasonable
14 “given the nature of the case and the defenses presented, the work class counsel had to undertake,
15 the manner in which class counsel allocated their work, and the results achieved”). Moreover,
16 given, *inter alia*, the nature of the injunctive relief and need to oversee distribution of the Net
17 Settlement Fund, many more hours will be needed to complete the case, which I have not included
18 in my lodestar calculation, but which make the multiplier even lower. *See Perez v. Rash Curtis &*
19 *Assocs.*, (N.D. Cal. Apr. 17, 2020) 2020 WL 1904533, at *21 (“the Court notes that it is
20 appropriate for a court to consider future hours in a lodestar crosscheck.”)

21 56. My opinion regarding counsel’s hours also is based on the fact that those hours
22 accomplished an excellent result: \$57.5 million in refunds for the approximately 530,000
23 residential sewer service customers, plus \$11.4 million in estimated annual savings. Obtaining
24 such significant relief against a well-funded, well-represented governmental entity like the city of
25 Los Angeles quite clearly required an exceptional effort.

26 **The Requested Lodestar Multiplier Is Reasonable**

27 57. As noted above, Plaintiff’s Counsel’s lodestar is \$6,993,376. To reach the \$19.166
28 million figure that counsel request, a 2.74 multiplier for Class Counsel’s lodestar is required. In

1 my experience, that is an eminently reasonable multiplier—especially given the substantial
2 litigation risks involved in this case, as well as the risk of non-payment. *See, e.g., Wershba v.*
3 *Apple Computer* (2001) 91 Cal.App.4th 224, 255 (under California law, “[m]ultipliers can range
4 from 2 to 4 or even higher.”); *Perez v. CVS Health Corp.* (E.D. Cal. June 11, 2021, No.
5 119CV00449DADBAM) 2021 WL 2402950 at *10 (“Multipliers in the **3-4 range** are common in
6 lodestar awards for lengthy and complex class action litigation”); *Craft v. Cty. of San Bernardino*,
7 624 F. Supp. 2d 1113, 1125 (C.D. Cal. 2008) (approving percentage fee award equal to multiplier
8 of approximately **5.2**, collecting cases and stating that “[w]hile this is a high-end multiplier, there
9 is ample authority for such awards resulting in multipliers in this range or higher.”). For example,
10 in *Rash Curtis, supra*, 2020 WL 1904533, at **15, 21, the court approved a 33.3% fee out of a
11 \$267 million fund. This resulted in a **13.42** multiplier, which the court found acceptable, noting
12 that while it was “on the higher end in this Circuit, [it is] still within the surveyed acceptable
13 range in the Ninth Circuit” and “in line with multipliers that have been approved by other courts.”
14 *Id.* at *21 (citing cases).¹³

15 58. As discussed above, the most relevant multiplier factors—contingent risk;
16 extraordinary skill; novelty, complexity and difficulty; excellent results; public interests served—
17 apply here as well. In addition, the preclusion of other employment factor further justifies the
18 resultant multiplier. *See Amaral, supra*, 163 Cal.App.4th at 1218 (“Attorneys for the class
19 submitted a declaration stating that the case had “consumed well over 2,100 hours of professional
20

21 ¹³ *See also Patel v. Frankfother (In re Facebook Biometric Information Privacy Litig.)* (9th Cir.
22 2022) 2022 WL 822923, *1 (affirming common fund fee amounting to **4.71** lodestar multiplier);
23 *Gutierrez v. Wells Fargo Bank, N.A.* (N.D. Cal., May 21, 2015, No. C 07-05923 WHA) 2015 WL
24 2438274, at *7 (applying **5.5** lodestar multiplier in UCL class action challenging bank’s practices,
25 based on “the fine results achieved on behalf of the class, the risk of non-payment [lead counsel]
26 accepted, the superior quality of their efforts, and the delay in payment.”); *City of Oakland v.*
27 *Oakland Raiders* (1988) 203 Cal.App.3d 78, 82-85 (**2.34** multiplier *in non-contingent case*);
28 *Vizcaino*, 290 F.3d at p. 1051, fn. 6 (surveying 34 class action common fund cases and affirming
3.65 multiplier); *Maley v. Del Global Techs Corp.*, (S.D.N.Y. 2002) 186 F. Supp. 2d 358, 369
(awarding fee equal to a **4.65** multiplier, which was “well within the range awarded by courts in
this Circuit and courts throughout the country”); *Van Vranken v. Atl. Richfield Co.*, (N.D. Cal.
1995) 901 F. Supp. 294, 298 (awarding fee equal to multiplier of **3.6** and stating that “[m]ultipliers
in the **3-4 range** are common in lodestar awards for lengthy and complex class action litigation.”).

1 time, which in a small firm such as [theirs] comprises a significant amount of billing.”). Similarly,
2 the fact that Class Counsel’s lodestar-based fee approximates the fees that would be recovered
3 under commonly-used contingent fee agreements lends further support to the resultant multipliers.
4 *See Lealao*, 82 Cal.App.4th at p. 50; *Cotchett, Pitre & McCarthy v Universal Paragon Corp.*
5 (2010) 187 Cal.App.4th 1405, 1423 (rejecting challenge to negotiated fee that amounted to 7.0
6 multiplier).

7 59. To summarize, in my opinion, the lodestar cross-check supports the fairness and
8 reasonableness of awarding Class Counsel attorneys’ fees equal to 33.3% of the Settlement Fund.
9 But for their hard work and skill, there would be no Settlement Fund or other Non-Monetary
10 Remedial Relief. *See* First Amended Stipulation, ¶¶9-10.

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

13 Executed on this 14 day of November, 2023, at Berkeley, California.

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

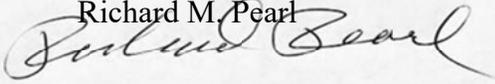
Richard M. Pearl


EXHIBIT A

RESUME OF RICHARD M. PEARL

RICHARD M. PEARL
LAW OFFICES OF RICHARD M. PEARL
1816 Fifth Street
Berkeley, CA 94710
(510) 649-0810
(510) 548-3143 (facsimile)
rpearl@interx.net (e-mail)

EDUCATION

University of California, Berkeley, B.A., Economics (June 1966)
Berkeley School of Law (formerly Boalt Hall), Berkeley, J.D. (June 1969)

BAR MEMBERSHIP

Member, State Bar of California (admitted February 1970)
Member, State Bar of Georgia (admitted June 1970) (inactive)
Admitted to practice before all California State Courts; the United States Supreme Court; the United States Court of Appeals for the District of Columbia and Ninth Circuits; the United States District Courts for the Northern, Central, Eastern, and Southern Districts of California, for the District of Arizona, and for the Northern District of Georgia; and the Georgia Civil and Superior Courts and Court of Appeals.

EMPLOYMENT

LAW OFFICES OF RICHARD M. PEARL (April 1987 to Present): Civil litigation practice (AV rating), with emphasis on court-awarded attorney's fees, class actions, and appellate practice. Selected Northern California "Super Lawyer" in Appellate Law for 2005, 2006, 2007, 2008, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, and 2022.

QUALIFIED APPELLATE MEDIATOR, APPELLATE MEDIATION PROGRAM, California Court of Appeal, First Appellate District (October 2000 to 2013) (program terminated).

ADJUNCT PROFESSOR, HASTINGS COLLEGE OF THE LAW (January 1988 to 2014): Taught *Public Interest Law Practice*, a 2-unit course that focused on the history, strategies, and issues involved in the practice of public interest law.

PEARL, McNEILL & GILLESPIE, Partner (May 1982 to March 1987): General civil litigation practice, as described above.

CALIFORNIA RURAL LEGAL ASSISTANCE, INC. (July 1971 to September 1983) (part-time May 1982 to September 1983):

Director of Litigation (July 1977 to July 1982)

Responsibilities: Oversaw and supervised litigation of more than 50 attorneys in CRLA's 15 field offices; administered and supervised staff of 4-6 Regional Counsel; promulgated litigation policies and procedures for program; participated in complex civil litigation.

Regional Counsel (July 1982 to September 1983 part-time)

Responsibilities: Served as co-counsel to CRLA field attorneys on complex projects; provided technical assistance and training to CRLA field offices; oversaw CRLA attorney's fee cases; served as counsel on major litigation.

Directing Attorney, Cooperative Legal Services Center (February 1974 to July 1977) (Staff Attorney February 1974 to October 1975)

Responsibilities: Served as co-counsel on major litigation with legal services attorneys in small legal services offices throughout California; supervised and administered staff of four senior legal services attorneys and support staff.

Directing Attorney, CRLA McFarland Office (July 1971 to February 1974) (Staff Attorney July 1971 to February 1972)

Responsibilities: Provided legal representation to low income persons and groups in Kern, King, and Tulare Counties; supervised all litigation and administered staff of ten.

HASTINGS COLLEGE OF THE LAW, Instructor, Legal Writing and Research Program (August 1974 to June 1978)

Responsibilities: Instructed 20 to 25 first year students in legal writing and research.

CALIFORNIA AGRICULTURAL LABOR RELATIONS BOARD, Staff Attorney, General Counsel's Office (November 1975 to January 1976, while on leave from CRLA)

Responsibilities: Prosecuted unfair labor practice charges before Administrative Law Judges and the A.L.R.B. and represented the A.L.R.B. in state court proceedings.

ATLANTA LEGAL AID SOCIETY, Staff Attorney (October 1969 to June 1971)

Responsibilities: Represented low-income persons and groups as part of 36-lawyer legal services program located in Atlanta, Georgia.

PUBLICATIONS

Pearl, *California Attorney Fee Awards, Third Edition* (Cal. Cont. Ed. Bar 2010) and February 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, and March 2023 Supplements

Pearl, *California Attorney Fee Awards, Second Edition* (Cal. Cont. Ed. Bar 1994), and 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, and 2008 Supplements

Best Practices for Litigating a Civil Code Section 1717 Motion for Attorney Fees, with the Hon. Elizabeth R. Feffer (Ret.), *California Litigation* (The Journal of the Litigation Section of the California Lawyers Association, Vol. 35, No. 1, 2022)

Graham v. DaimlerChrysler Corp. and *Tipton-Whittingham v. City of Los Angeles*, Civil Litigation Reporter (Cal. Cont. Ed. Bar Feb. 2005)

Current Issues in Attorneys' Fee Litigation, *California Labor and Employment Law Quarterly* (September 2002 and November 2002)

Flannery v. Prentice: Shifting Attitudes Toward Fee Agreements and Fee-Shifting Statutes, Civil Litigation Reporter (Cal. Cont. Ed. Bar Nov. 2001)

A Practical Introduction to Attorney's Fees, *Environmental Law News* (Summer 1995)

Wrongful Employment Termination Practice, Second Edition (Cal. Cont. Ed. Bar 1997) (co-authored chapter on "Attorney Fees")

California Attorney's Fees Award Practice (Cal. Cont. Ed. Bar 1982) (edited), and 1984 through 1993 Supplements

Program materials on attorney fees for numerous trainings, including for California Continuing Education of the Bar, the California Employment Lawyers Association, the California Lawyers Association, the California Department of Fair Housing and Employment, the Environmental Law, Labor Law, and Appellate Sections of the California State Bar, the California Academy of Appellate Lawyers, and many others.

Settlers Beware/The Dangers of Negotiating Statutory Fee Cases (September 1985) Los Angeles Lawyer

Program Materials on Remedies Training (Class Actions), sponsored by Legal Services Section, California State Bar, San Francisco (May 1983)

Attorneys' Fees: A Legal Services Practice Manual (Legal Services Corporation 1981)

PUBLIC SERVICE

Member, Attorneys' Fee Task Force, California State Bar

Member, Board of Directors, California Rural Legal Assistance Foundation

Former Member, Board of Directors, Meals on Wheels of San Francisco

RECOGNITION

“AV” Rating -- Martindale Hubbell

Northern California “Super Lawyer” in Appellate Law: 2005 – 2008; 2010 -2023.

REPRESENTATIVE CASES

ACLU of N. Cal. v. DEA

(N.D. Cal. 2012) 2012 U.S. Dist. LEXIS 190389

Alcoser v. Thomas

(2011) 2011 Cal.App. Unpub. LEXIS 1180

Arias v. Raimondo

(2018) 2018 U.S. App. LEXIS 7484

Boren v. California Department of Employment

(1976) 59 Cal.App.3d 250

Cabrera v. Martin

(9th Cir. 1992) 973 F.2d 735

Camacho v. Bridgeport Financial, Inc.

(9th Cir. 2008) 523 F.3d 973

Campos v. E.D.D.

(1982) 132 Cal.App.3d 961

Center for Biological Diversity v. County of San Bernardino

(2010) 185 Cal.App.4th 866

Children & Families Commission of Fresno v. Brown

(2014) 228 Cal.App.4th 45

Committee to Defend Reproductive Rights v. A Free Pregnancy Center

(1991) 229 Cal.App.3d 633

REPRESENTATIVE CASES (cont.)

David C. v. Leavitt

(D. Utah 1995) 900 F.Supp. 1547

Delaney v. Baker

(1999) 10 Cal.4th 23

Dixon v. City of Oakland

(2014) 2014 U.S.Dist.LEXIS 169688

Employment Development Dept. v. Superior Court (Boren)

(1981) 30 Cal.3d 256

Environmental Protection Info. Ctr. v Department of Forestry & Fire Protection

(2010) 190 Cal.App.4th 217

Environmental Protection Information Center, Inc. v. Pacific Lumber Co.

(N.D. Cal. 2002) 229 F. Supp.2d 993, *aff'd* (9th Cir. 2004) 103 Fed. Appx. 627

Flannery v Prentice

(2001) 26 Cal. 4th 572

Graham v. DaimlerChrysler Corp.

(2004) 34 Cal. 4th 553

Guerrero v. Cal. Dept. of Corrections etc.

(2016) 2016 U.S.Dist.LEXIS 78796, *aff'd in relevant part*, (9th Cir. 2017) 701 Fed.Appx. 613

Heron Bay Home Owners Assn. v. City of San Leandro

(2018) 19 Cal.App.5th 376

Horsford v. Board of Trustees of Univ. of Calif.

(2005) 132 Cal.App.4th 359

Ketchum v. Moses

(2001) 24 Cal.4th 1122

Kievlan v. Dahlberg Electronics

(1978) 78 Cal.App.3d 951, *cert. denied* (1979) 440 U.S. 951

Lealao v. Beneficial California, Inc.

(2000) 82 Cal.App.4th 19

REPRESENTATIVE CASES (cont.)

Lewis v. California Unemployment Insurance Appeals Board
(1976) 56 Cal.App.3d 729

Local 3-98 etc. v. Donovan
(N.D. Cal. 1984) 580 F.Supp. 714,
aff'd (9th Cir. 1986) 792 F.2d 762

Mangold v. California Public Utilities Commission
(9th Cir. 1995) 67 F.3d 1470

Maria P. v. Riles
(1987) 43 Cal.3d 1281

Martinez v. Dunlop
(N.D. Cal. 1976) 411 F.Supp. 5,
aff'd (9th Cir. 1977) 573 F.2d 555

McQueen, Conservatorship of
(2014) 59 Cal.4th 602 (argued for *amici curiae*)

McSomebodies v. Burlingame Elementary School Dist.
(9th Cir. 1990) 897 F.2d 974

McSomebodies v. San Mateo City School Dist.
(9th Cir. 1990) 897 F.2d 975

Molina v. Lexmark International
(2013) 2013 Cal.App. Unpub. LEXIS 6684

Moore v. Bank of America
(9th Cir. 2007) 2007 U.S. App. LEXIS 19597

Moore v. Bank of America
(S.D. Cal. 2008) 2008 U.S. Dist. LEXIS 904

Mora v. Chem-Tronics, Inc.
(S.D. Cal. 1999) 1999 U.S. Dist. LEXIS 10752,
5 Wage & Hour Cas. 2d (BNA) 1122

Nadaf-Rahrov v. Nieman Marcus Group
(2014) 2014 Cal.App. Unpub. LEXIS 6975

REPRESENTATIVE CASES (cont.)

Orr v. Brame

(9th Cir. 2018) 727 Fed.Appx. 265, 2018 U.S.App.LEXIS 6094

Orr v. Brame

(9th Cir. 2019) 793 Fed.Appx. 485

Pena v. Superior Court of Kern County

(1975) 50 Cal.App.3d 694

Ponce v. Tulare County Housing Authority

(E.D. Cal 1975) 389 F.Supp. 635

Ramirez v. Runyon

(N.D. Cal. 1999) 1999 U.S. Dist. LEXIS 20544

Ridgeway v. Wal-Mart Stores, Inc., 269 F. Supp. 3d 975 (N.D. Cal. 2017), *aff'd on merits (fees not appealed)* 269 F.3d 1066 (9th Cir. 2020)

Robles v. Employment Dev. Dept.

(2019) 38 Cal.App.5th 191

Rubio v. Superior Court

(1979) 24 Cal.3d 93 (amicus)

Ruelas v. Harper

(2015) 2015 Cal.App. Unpub.LEXIS 7922

Sokolow v. County of San Mateo

(1989) 213 Cal. App. 3d. 231

S.P. Growers v. Rodriguez

(1976) 17 Cal.3d 719 (amicus)

Swan v. Tesconi

(2015) 2015 Cal.App. Unpub. LEXIS 3891

Tongol v. Usery

(9th Cir. 1979) 601 F.2d 1091,
on remand (N.D. Cal. 1983) 575 F.Supp. 409,
revs'd (9th Cir. 1985) 762 F.2d 727

REPRESENTATIVE CASES (cont.)

Tripp v. Swoap

(1976) 17 Cal.3d 671 (amicus)

United States (Davis) v. City and County of San Francisco

(N.D. Cal. 1990) 748 F.Supp. 1416, *aff'd in part*
and revs'd in part sub nom Davis v. City and County
of San Francisco (9th Cir. 1992) 976 F.2d 1536,
modified on rehearing (9th Cir. 1993) 984 F.2d 345

United States v. City of San Diego

(S.D.Cal. 1998) 18 F.Supp.2d 1090

Vasquez v. State of California

(2008) 45 Cal.4th 243 (amicus)

Velez v. Wynne

(9th Cir. 2007) 2007 U.S. App. LEXIS 2194

MARCH 2023

EXHIBIT B

Pearl Declaration - Exhibit B
Rates Approved by Los Angeles Area Courts

2022 Rates

- In *French v. City of Los Angeles* (C.D. Cal. May 10, 2022) 2022 U.S. Dist. LEXIS 111194, a two-plaintiff police misconduct action, the court found that a reasonable rate for plaintiffs’ lead attorney, a 33-year attorney, was \$1,100 per hour. (Even though it found the case was “more simplified” than other excessive force cases, the court also applied a 1.5 lodestar multiplier under California law based on contingent risk, preclusion of other employment, and counsel’s skill at trial. *Id.* at **61-63.
- In *Bronshiteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff’s Motion for Statutory Attorneys’ Fees and Costs filed March 30, 2023, an individual FEHA action brought by two Bay Area law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell, the court found the following 2022 hourly rates reasonable (before applying a 1.75 lodestar multiplier for work up to and through the verdict):

Firm	Role	Law School Grad. Year	Rate
Levy, Vinick, Burrell & Hyams LLP			
	Co-Lead at trial	1989	\$1,100
	Attorney	1982	\$1,000
	Attorney	1987	\$1,000
	Attorney	1995	\$1,000

Firm	Role	Law School Grad. Year	Rate
	Law Student	NA	\$300
	Paralegal/Legal Assistant	NA	\$225
Law Offices of Wendy Musell			
	Overall Lead and Co-Lead at trial	1999	\$1,000
	Senior Associate	2000	\$850
	Associate	2021	\$425
	Law Clerks	NA	\$350
	Paralegal	NA	\$225

- In *T.J. Simers v. Los Angeles Times Communications, LLC*, Los Angeles Superior Court Case No. BC524471, Fee Order filed July 29, 2022, also an individual employment action, the court found hourly rates of up to \$1,300 per hour reasonable for plaintiff’s lead attorneys, with 32, 20, and 16 years of experience, and \$1,000 per hour reasonable for a 15-year attorney. Here, Petitioner’s counsel’s rates are significantly lower than that range.
- In the *Southern California Gas Leak Cases*, Los Angeles County Superior Ct. No. BC601844, Jud. Council Coord. Proceeding No. 4861, Order Granting Class Plaintiffs’ Motion for Attorneys’ Fees, Litigation Costs, and Service Awards filed April 29, 2022, the Los Angeles County Superior Court found the following hourly rates reasonable:

BARON & BUDD		
2022 Rates:	Years of Experience	Rates

	40	\$975
	26	\$975
	13	\$675
	12	\$625
	5	\$525
	Staff Attorney	\$395
	Paralegal (10 year)	\$250

KELLER ROHRBACK		
2022 Rates:	Years of Experience	Rates
	40	\$1,200
	35	\$1,100
	27	\$1,100
	22-23	\$1,045
	18	\$1,010
	35	\$975
	36, 30	\$850
	14	\$815
	13	\$795
	27	\$755
	11	\$725
	8	\$650-\$700
	1	\$550
	17	\$485
	9	\$475
	7	\$455
	10	\$400-\$415

HAUSFIELD LLP

Names	Rates	Title	Years Practicing
Richard Lewis	\$1050.00	Partner	35
Bonny Sweeney	\$1050.00	Partner	33
Steven Rotman	\$1050.00	Of Counsel	42
Arthur Bailey, Jr	\$960.00	Partner	14
Michael Schumacher	\$600.00	Of Counsel	12
Colleen Ryf	\$610.00	Senior Counsel	11
Amanda Lee	\$610.00	Associate	7

HAUSFIELD LLP

Names	Rates	Title	Years Practicing
Jeanette Bayoumi	\$590.00	Associate	6
Stephanie Cho	\$550.00	Associate	5
Michaela Spero	\$420.00	Associate	4
Lijun Zhang	\$260.00	Summer Assoc.	

LIEFF CARRASER HEIMANN & BERNSTEIN LLP

Names (Role)	Rates	Years Practicing
Elizabeth Cabraser (Partner)	\$1,150.00	44
Donald Arbitblit (Partner)	\$1,000.00	36
Steven Fineman (Partner)	\$1,025.00	33
Robert Nelson (Partner)	\$1,025.00	35
Wendy Fleishman (Partner)	\$975.00	45
Daniel Chiplock (Partner)	\$850.00	21
Wilson Dunlavey (Partner)	\$510.00	7
Rachel Geman (Partner)	\$850.00	24
Lexi Hazam (Partner)	\$800.00	19
Sarah London (Partner)	\$645.00	13
Phong-Chau Nguyen (Partner)	\$625.00	10
Valerie Comenencia Ortiz (Associate)	\$395.00	4
Amelia Haselkorn (Associate)	\$370.00	1
Jacob Polin (Associate)	\$485.00	6
Abby Wolf (Associate)	\$445.00	6
Tiseme Zegeye (Associate)	\$535.00	4
William Hewitt (Attorney)	\$415.00	41
Jay Mckibben (Attorney)	\$415.00	30
Robert Lieff (Of Counsel)	\$1,150.00	56
Facundo Bouzat (Law Clerk)	\$345.00	
Hope Brinn (Law Clerk)	\$370.00	
Miriam Marks (Law Clerk)	\$370.00	
Prathyum Ramesh (Law Clerk)	\$370.00	
Aisha Saad (Law Clerk)	\$395.00	
Corrie Anderson (Paralegal/Clerk)	\$405.00	

**LIEFF CARRASER HEIMANN &
BERNSTEIN LLP**

Names (Role)	Rates	Years Practicing
Eileen Beltran (Paralegal/Clerk)	\$375.00	
Nikki Belushko Barrows (Paralegal/Clerk)	\$360.00	
Alexandra Brilliant (Paralegal/Clerk)	\$405.00	
Todd Carnam (Paralegal/Clerk)	\$405.00	
Christian Chan (Paralegal/Clerk)	\$365.00	
Florencia Cudos (Paralegal/Clerk)	\$405.00	
Nina Gliozzo (Paralegal/Clerk)	\$335.00	
Spencer Griffith (Paralegal/Clerk)	\$405.00	
Kimberly Harding (Paralegal/Clerk)	\$350.00	
Jennifer Kawamura (Paralegal/Clerk)	\$405.00	
Cora La (Paralegal/Clerk)	\$345.00	
Maxwell Lucas (Paralegal/Clerk)	\$360.00	
Samantha Mudd (Paralegal/Clerk)	\$395.00	
Christopher Munoz (Paralegal/Clerk)	\$395.00	
Nethra Raman (Paralegal/Clerk)	\$ 395.00	
Jennifer Rudnick (Paralegal/Clerk)	\$405.00	
Dustin Smith (Paralegal/Clerk)	\$330.00	
Marie Tashima (Paralegal/Clerk)	\$385.00	
Brian Troxel (Paralegal/Clerk)	\$405.00	
Richard Anthony (Litigation Support/Research)	\$420.00	
Nikki Belushko Barrows (Litigation Support/Research)	\$405.00	
Anthony Grant (Litigation Support/Research)	\$420.00	
Jessica Meltser (Litigation Support/Research)	\$345.00	
Renee Mukherji (Litigation Support/Research)	\$420.00	
Nabila Siddiqi (Litigation Support/Research)	\$390.00	

BOUCHER LLP			
Names Of Professionals	Bar Admission Date	Approx. Years In Practice	Rates
<i>Name Partner</i>			
Raymond P. Boucher	CA 1984	37 Years	\$1,100.00
<i>Partners</i>			
Shehnaz M. Bhujwala	CA 2002	19 Years	\$750.00
Maria L. Weitz	CA 2009	12 Years	\$750.00
<i>Senior Associates / Attorneys</i>			
Milin Chun*	CA 2009; MD 2007	14 Years	\$625.00*
Cathy Kim	CA 2009	12 Years	\$625.00
<i>Associates / Attorneys</i>			
Lauren Burton*	CA 2015	6 Years	\$395.00*
Alexander Gamez	CA 2016	5 Years	\$395.00
Michael Gorelik	CA 2021; AZ 2018	Three Years	\$395.00
Priscilla Szeto*	CA 2015	Six Years	\$395.00*
Mallory Whitelaw	CA 2017	Four Years	\$395.00
<i>Paralegals / Legal Assistants</i>			
Christine Cramer*	N/A	N/A	\$185.00*
Sharon Gordillo*	N/A	N/A	\$185.00*
Sandra Haro	N/A	N/A	\$185.00
Avery Kunstler*	N/A	N/A	\$185.00*
Tiffany McKinney*	N/A	N/A	\$185.00*
Natalie Nelson*	N/A	N/A	\$185.00*
Tricia Yue	N/A	N/A	\$185.00

Maria Zarate*	N/A	N/A	\$185.00*
---------------	-----	-----	-----------

* Denotes former attorney / staff member and prior billable rate.

THE KICK LAW FIRM APC		
Names (Role)	Current Rates	Years Practicing
Taras Kick (Partner)	\$900	33
Robert Dart (Associate)	\$650	13
Shane Greenberg (Associate)	\$650	22
Jesse Ransom (Associate)	\$650	23
Matthew Davis (Associate)	\$650	12

- In *Tran v. Golden State FC LLC, et al.* (LASC Case No. BC699931), Fee Order filed April 8, 2022, another individual employment action, the court found hourly rates of \$1,300 per hour reasonable for plaintiff's 32-year attorney and \$1,000 per hour reasonable for a 14-year attorney.
- In *Campbell v. Barnes*, Orange County Superior Court No. 30-2020-01141117-CU-WM-CXC, Order Granting Petitioners' Motion for an Award of Attorneys' Fees, filed January 20, 2022, a case challenging inadequacies in the County jail's response to the Covid epidemic, the court found the following hourly rates reasonable:

LAW SCHOOL GRADUATION YEAR	RATES
Munger, Tolles & Olson LLP	
2003	\$1,210
2013	\$850

2015	\$750
2016	\$700
2017	\$650
2018	\$550
Non-Attorneys	
Automated Litig. Analyst	
Litigation Analyst	\$250
Paralegals	\$250
ACLU	
1988, 2000, and 2003	\$1,210
2007	\$950
2009	\$900
2015	\$750
2016	\$700
2017	\$650
Non-Attorney	
Senior Investigator	\$250
Schonbrun, Seplow, Harris, Hoffman, And Zeldes LLP	
1976	\$1,000
2016	\$450
2016	\$600
2019	\$440
1975	\$1,025
1976	\$930
1979	\$995
2015	\$570

- In *Alvarez, et al. v. XPO Logistics Cartage, LLC et al.*, United States District Court, Central District of California, No. 2:18-cv-03736-RGK-E, Order re: Motions for Attorneys’ Fees, Costs, and Incentive Awards, filed February 8, 2022, a wage and hour class action, the court found the following 2021 hourly rates reasonable as part of its lodestar cross-check:

YEARS OF EXPERIENCE	RATES
Sayas Law Firm	
35	\$900
17 (Sr. Associate)	\$695
Paralegals	\$225-\$350
Bush Gottlieb	
1980	\$975
1989	\$900
1994	\$850

2012	\$575
2014	\$525
2016	\$475
2018	\$425
2020	\$375
Law Clerks	\$225
Paralegals	\$225

- In *The Kennedy Commission v. City of Huntington Beach*, Los Angeles County Superior Court No. 30-2015-00801675, Ruling on Submitted Matter filed July 8, 2021, a writ of mandate action challenging a land use amendment adopted by the City of Huntington Beach, the court found the following hourly rates reasonable (prior to application of a 1.4 lodestar multiplier):

Years of Experience	Rates
38	\$910
40	\$900
26	\$815
23	\$750
16	\$710
14	\$680
10	\$565
7	\$500
6	\$475
5	\$450
2	\$365

In an earlier ruling in the same case, the court found the following hourly rates reasonable for the Plaintiffs’ private *pro bono* law firm (prior to application of a 1.4 multiplier)¹:

2016 Rates:	Bar Admission	Rates
	2001	\$900
	2014	\$450
2015 Rates:	Bar Admission	Rates
	2001	\$875
	2014	\$400

- In *Rea v. Blue Shield*, Los Angeles County Superior Court No. BC468900, Fee Order filed November 13, 2020, a class action challenging Blue Shield’s practices regarding mental health claims, in which the court found that \$900 per hour was reasonable for plaintiffs’ three lead attorneys, with 35, 37, and 44 years of experience. It also applied a 1.5 multiplier.
- In *Caldera v. State of California*, San Bernardino County Superior Court No. DS1000177, Ruling on Plaintiff’s Motion for Attorney’s Fees filed October 23, 2020, an individual Fair Employment and Housing Act case, the court found that \$825 per hour was a reasonable hourly rate in the Los Angeles legal marketplace for 26-year attorney’s appellate work (before applying a 1.65 lodestar multiplier).
- In *Independent Living Center of S. Cal. v. Kent*, 2020 U.S. Dist. LEXIS 13019 (C.D. Cal. 2020), an action seeking to enjoin the challenging the State’s right to alter reimbursement rates for Medi-

¹ The initial *Kennedy Commission* fee award was remanded in conjunction with the reversal of the merits. 2017 Cal.App.Unpub.Lexis 7488 (2017).

Cal providers, the court found the following hourly rates reasonable (before applying a 1.5 lodestar multiplier):

2019 Rates:	Law School Graduation Year	Rates
	1975	\$1,025
	1976	\$965
	1979	\$1,025
	2007	\$815
	2011	\$800
	2015	\$640
	2016	\$600
	2019	\$440
2018 Rates:	Law School Graduation Year	Rates
	1975	\$1,025
	1976	\$930
	1979	\$995
	2015	\$570

- In *Lavinsky v. City of Los Angeles*, Los Angeles County Superior Court No. BC542245, Fee Award filed October 9, 2019, a class action challenge to a municipal tax, the court found the following hourly rates reasonable (before applying a 3.8 lodestar multiplier for contingent risk, etc.):

YEARS OF EXPERIENCE	RATE
25	\$850
29	\$800
17	\$695
9	\$475
5-7	\$450
1	\$295
Paralegal	\$125

- In *Hadsell v. City of Baldwin Park*, Los Angeles County Superior Court No. BC 548 602, Notice of Ruling on Plaintiff’s Motion for Attorneys’ Fees filed June 25, 2019, the court found the following hourly rates reasonable (before applying a 1.5 multiplier):

CAL BAR ADMISSION DATE	RATE
1987	\$1,100
1990	\$1,100
2008	\$800
2008	\$650
2012	\$550
2016	\$500

- In *Pinter-Brown v. UCLA*, Los Angeles Superior Court No. BC624838, Fee Order filed August 3, 2018, the court found the following 2018 hourly rates reasonable:

CAL BAR ADMISSION DATE	RATE
1990	\$1,100
2008	\$675
2012	\$500
2016	\$400
2015	\$350
2016	\$325
2017	\$300

- In *Wishtoyo Foundation et al v. United Water Conservation Dist.*, 2019 U.S.Dist.LEXIS 39927 (C.D. Cal. 2019), an environmental action under the federal Endangered Species Act, the court found the following hourly rates reasonable:

	Bar Admittance or Law School Graduation	2018 Rates
	1986	\$840
		\$780
		\$735
		\$720
		\$670
		\$600
		\$425
		\$680
	Paralegals	\$200-250

- In *Monster, LLC, et al., v. Beats Electronics, LLC et al.*, Los Angeles Superior Court Case No. BC595235 (2017), Order Granting Defendant and Cross-Complainant Beats Electronics, LLC’s Motion for Attorneys’ Fees and Costs, filed June 27, 2018, a commercial dispute, the court found the following hourly rates reasonable for Beats’ attorneys’ work on the successful jury trial that determined the amount of reasonable attorneys’ fees Monster would be required to pay as damages:

Boies, Schiller & Flexner Partners:	Bar Admittance or Law School Graduation	2016/2017 Rates
	1986	\$960/\$1,049
	2006	\$920/\$972
	2000	\$880
	2001	\$880
	2002	\$830
	1999	\$830
	2004	\$740 (2015); \$760 (2016)
	2006	\$680
	2007	\$650/\$714
	2009	\$600/\$800

Boies, Schiller & Flexner	Bar Admittance or Law School Graduation	2016/2017 Rates
Associates:	2004	\$680
	2009	\$610
	2013	\$460/\$533
	2013	\$490
	2010	\$630
	2011	\$480/\$602
	2014-2015	\$420
Non-Attorneys Timekeepers:		\$190-284

<u>Gibson Dunn & Crutcher</u>	Bar Admittance or Law School Graduation	2017 Rates
	1987	\$852 (through Aug. 2017) \$956 (from Sept. 2017)
	2008	\$592 (through Aug. 2017) \$696 (from Sept. 2017)
	2013	\$404 (through Aug. 2017) \$600 (from Sept. 2017)
	2015	\$520
	2016	\$472
	1997	\$960
	2006	\$736
	1987	\$944
Non-Attorneys Timekeepers:		\$216-\$335

- In *Nozzi v. Housing Authority*, 2018 U.S. Dist. LEXIS 26049 (C.D. Cal. 2018), tenant class action, the court approved the following hourly rates as reasonable:

Kaye McLane Bednarski & Litt	Bar Admittance or Law School Graduation	2017 Rates
	1969	\$1,150
	1992	\$750
	1993	\$765
	2008	\$730
	Sr. Paralegal	\$335
	Jr. Paralegal	\$150
	Law Clerk	\$200

- In *Monster, LLC, et al., v. Beats Electronics, LLC et al.*, Los Angeles Superior Court Case No. BC595235 (2017), the same commercial dispute listed above, the court found the following 2017 rates to be reasonable for Beats’s co-defendants who had obtained relief by summary judgment (see Order Granting Motions for Attorneys’ Fees, filed October 12, 2017, p. 2):

	Bar Admittance or Law School Graduation	2016 Rates (unless otherwise noted)
Partners:	1966	\$1,000 (2015); 1,245 (2016)
	1977	\$1,110 (2015)
	1981	\$910
	1985	\$995
	1992	\$875-885
	1995	\$910
	2002	\$750
Of Counsel:	1976	\$705
Associates:	2009	\$615 (2015); \$660 (2016)
Non-Attorneys Timekeepers:		\$380-90

- In *The Kennedy Commission v. City of Huntington Beach*, Los Angeles County Superior Court No. 30-2015-00801675, Order Granting Petitioners' Motion for Attorneys' Fees Pursuant to California Code of Civil Procedure § 1021.5, filed July 13, 2016, a writ of mandate action challenging a land use amendment adopted by the City of Huntington Beach, the court found the following hourly rates reasonable for the Plaintiffs’ private *pro bono* law firm (prior to application of a 1.4 multiplier)²:

2016 Rates:	Bar Admission	Rates
	2001	\$900
	2014	\$450

² The *Kennedy Commission* fee award was remanded in conjunction with the reversal of the merits. 2017 Cal.App.Unpub.Lexis 7488 (2017).

2015 Rates:	Bar Admission	Rates
	2001	\$875
	2014	\$400

- In *Willits et al v. City of Los Angeles*, No. CV 10-5782 CCBM (RZx) (C.D. Cal.), Order Granting Motion for Attorneys' Fees and Costs, filed August 25, 2016 (Dkt. No. 418), a class action lawsuit against the City of Los Angeles by persons with mobility disabilities under the Americans with Disabilities Act and the Rehabilitation Act of 1973 challenging the inaccessibility of the City's sidewalks, the court found the following 2015 hourly rates reasonable:

Law School	Rates
1976	\$1,115.60
1977 (associate)	700
1981	795
1987	680-775
1993	750
1999	644-695
2001	625
2003	550
2006	525 —
2007	450
2008	473
2009	450
2010	350-400
2011	300-385

2012	300
2013	300-325
Paralegals and Law	110-250
Case Assistants	220-230
Docket Clerk	230

- In *State Compensation Insurance Fund v. Khan et al*, Case No. SACV 12-01072-CJC(JCGx) (C.D. Cal.), Order Granting in Part and Denying in Part the Zaks Defendants' Motion for Attorneys' Fees, filed July 6, 2016 (Dkt. No. 408), a multi-defendant RICO action, the court found the following hourly rates reasonable:

Years of Experience	Rates
22	\$890
20	\$840
5	\$670
4	\$560
Paralegals	\$325-340
Case Assistants	\$220-230
Docket Clerk	\$230

- In *ScriptsAmerica, Inc. Ironridge Global LLC et al*, Case No. CV 14-03962-SJO (AGRx) (C.D. Cal.), Order Granting Defendant Ironridge Global LLC, John Kirkland, Brendan O'Neill's Motion for Attorney's Fees, filed January 12, 2016 (Dkt. No. 50), a contract dispute, the court found the following 2015 hourly rates reasonable:

Years of Experience	Rates
----------------------------	--------------

37	\$950
11	\$700
4	\$450
Paralegals	\$200-350

- In *Perfect 10, Inc. v. Giganews, Inc.*, 2015 U.S. Dist. LEXIS 54063 (C.D. Cal. 2015), filed March 24, 2015, *affirmed* 847 F.3d 657 (9th Cir. 2017), a copyright infringement action, the court found the following 2015 hourly rates reasonable:

Years of Experience	2015 Rate
29	\$825-930
18	\$750
17	\$705-750
12	\$610-640
11	\$660-690

10	670
9	660-690
8	470-525
7	640
5	375-560
4	350-410
3	505
2	450
1	360-370

Paralegals	240-345
Discovery Support	245-290

- In *Rodriguez v. County of Los Angeles*, 96 F.Supp.3d 990 (C.D. Cal. 2014), Order Granting Plaintiffs' Motion for Attorneys' Fees, filed December 29, 2014, *affirmed* 891 F.3d 779 (9th Cir. May 30, 2018), a civil rights action on behalf of five county jail prisoners, the district court found the following hourly rates reasonable, plus a 2.0 lodestar multiplier for merits work performed on the plaintiffs' California cause of action; the entire award was affirmed on appeal:

Years of Experience	Rate
45	\$975
28	700-775
26	775
10	600
6	500
Senior Paralegal	295
Other Paralegals	175-235
Law Clerk	250

EXHIBIT C

Exhibit C

Rates Charged by Los Angeles Area Law Firms

Ahdoot & Wolfson		
2019 Rates	Years of Experience	Rate
	25	\$850
	29	\$800
	17	\$695
	9	\$475
	5-7	\$450
	1	\$295
	Paralegal	\$125

Arnold Porter Kaye Scholar LLP		
2020 Rates	Bar Admission Year	Rates
	1974	\$1,280
	1993	\$1,150
	1990	\$1,085
	2005	\$1,015
	2005	\$910
	2015	\$815
	Paralegals	\$390-405
2015 Rates:	Level	Rates
	Partners	Up to \$1,085

	Associates	Up to \$710
2014 Rates:	Years of Experience	Rates
	49	\$995
	45	\$720
	39	\$655
2013 Rates:	Level	Rates
	Average Partner	\$815
	Highest Partner	\$950
	Lowest Partner	\$670
	Average Associate	\$500
	Highest Associate	\$610
	Lowest Associate	\$345

The Arns Law Firm LLP		
2020 Rates:	Years of Experience	Rates
	1975	\$950
	2010	\$575
	2013	\$525

Boucher LLP		
2022 Rates:	Years Practicing	Rates
Partners:	37	\$1,100
	12-19	\$750
Senior Associates	12-14	\$625

Associates	3-6	\$395
Paralegals/Legal Assistants	NA	\$185

Bush Gottlieb		
2019 Rates:	Class Year	Rates
Lawyers:	1980	\$900
	1989	\$900
	1974	\$850
	2002	\$725
	2006	\$625
	2013	\$450
	2014	\$425
	2015	\$400
2016	\$375	
Law Clerks/Support Staff:		\$200

#

Cooley LLP		
2021 Rates:	Years of Experience	Rates
	27 (Partner)	\$1,415
	27 (Special Counsel)	\$1,210
2020 Rates	Years of Experience	Rates
	26 (Partner)	\$1,275
	26 (Special Counsel)	\$1,140

#

	12 (Associate)	\$1,120
2017 Rates:	Years of Experience	Rates
	22	\$905
2014 Rates:	Years of Experience	Rates
	31	\$1,095
	17	\$770
	9	\$685
2013 Rates:	Years of Experience	Rates
	30	\$1,035
	16	\$710
	8	\$645
Crowell & Moring		
2020 Rate:	Years of Experience	Rate
	27	\$1,090
Law Office of David de Rubertis		
2021 Rate	Years of Experience	Rate
	21	\$1,000
Law Offices of James DeSimone		
2020 Rate:	Years of Experience	Rate
	33	\$1,000
Dordick Law		
2019 Rates:	Bar Admission Year	Rates
	1987	\$1,100

#

#

Duane Morris LLP		
2018 Rates:	Bar Admission Year	Rates
	1973	\$1,005
	2008	\$605
	2011	\$450
	2017	\$355
	Sr. Paralegal	\$395
2016 Rates:	Years of Experience	Rates
	43	\$880
	41	\$880
	26	\$720
	25	\$695
Galipo, Law Offices of		
2019 Rates:	Bar Admission Year	Rates
	1989	\$1,000

#

Gibson Dunn & Crutcher LLP		
2020 Rates:	Level	Rates
	Senior Partners	\$1,395 – 1,525
	Senior Associate	\$960
	Mid-level Associate	\$740
	Paralegals	\$480
2017 Rates:	Bar Admittance or Law School Graduation	Rates
	1987	\$956
	1987	\$944
	1997	\$960
	2006	\$736
	2008	*\$592/\$696
	2013	\$600

#

	2015	\$520
	2016	\$472
Non-Attorney		\$216-\$335
2016 Rates	Bar Admittance	Rates
	1987	\$852
	2010	\$540
	2013	\$404
2015 Rates	Years of Experience	Rates
	37	\$1,125
	23	\$955
	3	\$575

#

Hadsell, Stormer, Richardson & Renick		
2019 Rates:	Years of Experience	Rates
	46	\$1,150
	17	\$750
	10	\$575
	7	\$500
	6	\$475
2015 Rates:	Years of Experience/Level	Rates
	42	\$1,050
	20	\$750
	26	\$700
	16	\$650
	13	\$600
	5	\$425

#

	4	\$375
	Law Clerks	\$225
	Paralegals	\$175-250
2012 Rates:	Years of Experience	Rates
	38	\$825
	33	\$775
	22-23	\$625
	17	\$600
	12	\$525
	10	\$425
	4	\$275
	3	\$250

#

Hagens Berman Sobol Shapiro LLP		
2017 Rates:	Levels	Rates
	Senior Attorney	\$950
	Other Partners	\$578-\$760
	Associates	\$295-\$630

Hausfeld LLP		
2022 Rates:	Years Practicing	Rates
	33-42 (Partners and Of Counsel)	\$1,050
	14 (Partner)	\$960
	11 (Senior Counsel)	\$610
	12 (Of Counsel)	\$600

#

Hausfeld LLP		
	7 (Associate)	\$610
	6 (Associate)	\$590
	5 (Associate)	\$550
	4 (Associate)	\$420
	Summer Associate	\$260
2014 Rates:	Years of Experience	Rates
	45	\$985
	37	\$935-895
	15	\$610-510
	14	\$600
	7	\$490
	3	\$370
	Paralegals	\$300-320
	Law Clerks	\$325

Hooper, Lundy & Bookman		
2019 Rates:	Law School Graduation Year	Rates
	1975	\$1,025
	1976	\$965
	1979	\$1,025
	2007	\$815

	2011	\$800
	2015	\$640
	2016	\$600
	2019	\$440
2018 Rates:	Law School Graduation Year	Rates
	1975	\$1,025
	1976	\$930
	1979	\$995
	2015	\$570

#

Jones Day		
2020 Rates:	Years of Experience e	Rates
	1 st	\$413.25
2018 Rates:		
	30+	\$1,025
2016 Rates:	Bar Admission Year	Rates
	2001	\$900
	2004	\$850 (partner)
	2004	\$657.70 (assoc.)
	2014	\$450
2015 Rates:	Bar Admission Year	Rates
	2001	\$875
	2014	\$400

#

Kaye, McLane, Bednarski & Litt

2019 Rates:	Graduation Year	Rates
	1969	\$1,200
	1993	\$800
	2008	\$600-\$700
	2006	\$700
	Paralegals	\$125-360
	Law Clerks	\$225
2017 Rates:	Graduation Year	Rates
	1969	\$1,150
	1992	\$750
	1993	\$765
	2008	\$730
	Sr. Paralegal	\$335
	Jr. Paralegal	\$150
	Law Clerk	\$200
2014 Rates:	Years of Experience	Rates
	45	\$975
	28	\$700-775
	26	\$775
	10	\$600
	6	\$500
	Senior Paralegal	\$295
	Other Paralegal	\$175-235

	Law Clerk	\$250
--	-----------	-------

The Kick Law Firm, APC		
-------------------------------	--	--

2022 Rates:	Years of Experience	Rates
	33	\$900
	12-23 (Associates)	\$650

Kirkland & Ellis		
-----------------------------	--	--

2017 Rates:	Years of Experience	Rates
	20	\$1,165
	9	\$995
	8	\$965
	5	\$845
	4	\$845
	3	\$810
	2	\$555

Latham & Watkins		
-----------------------------	--	--

2016 Rates:	Average Partner	\$1,185.83
	Highest Partner	\$1,595
	Lowest Partner	\$915
	Average Associate	\$754.62
	Highest Associate	\$1,205
	Lowest Associate	\$395

Lieff Cabraser Heimann & Bernstein, LLP		
2022 Rates:	Years Practicing	Rates
Of Counsel	56	\$1,150
Partners	44	\$1,150
	36	\$1,000
	33-35	\$1,025
	45	\$975
	21-24	\$850
	19	\$800
	13	\$645
	10	\$625
	7	\$510
Associates	6	\$445-\$485
	5	\$345
	4	\$535
Law Clerks	NA	\$345-395
Paralegal/Clerks	NA	\$330-405
Litigation Support/Research	NA	\$345-\$420
2020 Rates:	Law School Grad. Year	Rates
	1972	\$1,075
	1998	\$950
	1993	\$900
	1984	\$850
	2000	\$775
	2001-2002	\$700
	2005	\$650
	2007	\$590
	2008	\$560
	2012	\$480-\$510

	2015	\$440
	2017	\$395
	Law Clerk	\$375-\$395
	Paralegal/Clerk	\$345-390
	Litigation Support/Research	\$345-495
2017 Rates:	Years of Experience	Rates
	11-16	\$510-\$675
	2-6	\$370-\$455
	0-13 (Contract Atty)	\$415
	Paralegals	\$360
2015 Rates:	Year of Bar Admission	Rates
	1972	\$975
	1989	\$850
	2001	\$625
	2006	\$435
	2009	\$435
2014 Rates:	Year of Bar Admission	Rates
	1998	\$825
	2001	\$600
	2006	\$435
	2009	\$415
	2013	\$325
	Paralegal/Clerk	\$305
2013 Rates:	Year of Bar Admission	Rates
	1975	\$925
	1998	\$800

	2001	\$525
	2003	\$490
	2006	\$415
	2009	\$395
	2013	\$320
	Paralegal/Clerk	\$285

Michelman & Robinson LLP		
2018 Rates:	Bar Admission Date	Rates
	Partners	\$995
	Senior Associate	\$580
	Associate	\$480

#

Milbank, Tweed, Handley & McCloy LLP		
2016 Rates:	Bar Admission Date	Rates
	1983	\$1,025
	1984	\$1,350
	1992	\$1,350
	2002 (Associate)	\$915

Morrison Foerster LLP		
2018 Rates:	Years of Practice	Rates
	40	\$1,050
	22	\$950

#

	11	\$875
	3	\$550
	Paralegal	\$325
2017 Rates:	Bar Admission Date	Rates
	2007	\$608
	2012	\$575
2016 Rates:	Bar Admission Date	Rates
	1975	\$1,025
	1999	\$975
	1993	\$975
2013 Rates:	Level	Rates
	Average Partner	\$865
	Highest Partner	\$1,195
	Lowest Partner	\$595
	Average Associate	\$525
	Highest Associate	\$725
	Lowest Associate	\$230

Munger, Tolls & Olson		
2021 Rates	Law School Grad. Year	Rate
	1991	\$1,725
	2009	\$995
	2016	\$825
	Paralegal (43 years' experience)	\$365

2020 Rates:		
	1991	\$1,610
	2001	\$950
	2009	\$920
	2016	\$725
	Paralegal (42 years' experience)	\$345
2016 Rates (unless otherwise noted):	Bar Admittance or Law School Graduation	Rates
Partners:	1966	\$1,000 (2015); 1,245 (2016)
	1977	\$1,110 (2015)
	1981	\$910
	1985	\$995
	1992	\$875-885
	1995	\$910
	2002	\$750
Of Counsel:	1976	\$705
Associates:	2009	\$615 (2015); \$660 (2016)
Non-Attorneys Timekeepers:		\$380-90

O'Melveny & Myers		
2019 Rates:	Level	Rate
	Senior Partner	\$1,250
	Partner (1998 Bar Admittee)	\$1,050

	3rd Year Associate	\$640
	2nd Year Associate	\$565
2016 Rates:	Bar Admission Date	Rates
	1985	\$1,175
	2004	\$895
	2005	\$780
	2007	\$775
	2010	\$725
	2011	\$700
	2012	\$655
	2013	\$585
	2014	\$515
	2015	\$435
	2013 Rates:	Level
Average Partner		\$715
Highest Partner		\$950
Lowest Partner		\$615

Orrick Herrington & Sutcliffe		
2014 Rates:	Level	Rates
	Average Partner	\$845
	Highest Partner	\$1,095
	Lowest Partner	\$715
	Average Associate	\$560

	Highest Associate	\$710
	Lowest Associate	\$375

Paul Hastings LLP		
2020 Rates:	Years of Experience	Rates
	25	\$1,425
	7	\$885
	5	\$775
	3	\$645
	Research assistant	\$335
2016 Rates:	Bar Admission Date	Rates
	1973	\$1,175
	1997	\$895
	1990	\$750
2014 Rates:	Level	Rates
	Average Partner	\$815
	Highest Partner	\$900
	Lowest Partner	\$750
	Average Associate	\$540
	Highest Associate	\$755
	Lowest Associate	\$350

Pearson Simon & Warshaw LLP		
2019 Rates:	Years of Experience	Rates
	23-38	\$1,150

	10	\$900
	Of Counsel	\$825
	6	\$500
	4	\$450
	Paralegals	\$225
2018 Rates:	Years of Experience	Rates
	22-37	\$1,050
	9	\$650
	Of Counsel	\$725
	5	\$450
	3	\$400
2017 Rates:	Years of Experience	Rates
	35-36	\$1,035
	8	\$520
	4	\$400
	2	\$350

#

Proskauer Rose LLP		
2016 Rates:	Bar Admission Date	Rates
	1974	\$1,475
	1983	\$1,025
	1979	\$950
	2007	\$850
	2013	\$495

#

	2015	\$440-445
--	------	-----------

Quinn Emanuel Urquhart & Sullivan		
2018 Rates:	Law School Graduation Yr.	Rates
	1980	\$1,135
	2016	\$630
2013 Rates:	Level	Rates
	Average Partner	\$915
	Highest Partner	\$1,075
	Lowest Partner	\$810
	Average Associate	\$410
	Highest Associate	\$675
	Lowest Associate	\$320

Reed Smith LLP		
2020 Rates:	Years of Experience	Rates
	22	\$930
	16	\$780
	14	\$840
	Paralegals	\$250
2014 Rates:	Years of Experience	Rates
	37	\$830
	18	\$695
	15	\$585
	6	\$485

	5	\$435
2013 Rates:	Years of Experience	Rates
	Partners	
	36	\$830
	30	\$805
	17	\$610-615
	14	\$570
	Associates	
	8	\$450-535
	6	\$495

Ropes & Gray		
2016 Rates:	Level	Rates
	Partner	\$880-1,450
	Counsel	\$605-1,425
	Associate	\$460-1050
	Paralegals	\$160-415

#

Schonbrun, DeSimone, Seplow, Harris & Hoffman		
2019 Rates:	Years of Experience	Rates
	43	\$1,050
2014 Rates:	Years of Experience	Rates
	29	\$750
	24	\$700

#

2012 Rates:	Years of Experience	Rates
	27	\$695
	22	\$630

Shegarian Law

2018 Rates:	Years of Experience	Rate
	29	\$1,100
	10	\$675
	6	\$500

Skadden, Arps, Slate, Meagher & Flom

2013 Rates:	Level	Rates
	Average Partner	\$1,035
	Highest Partner	\$1,150
	Lowest Partner	\$845
	Average Associate	\$620
	Highest Associate	\$845
	Lowest Associate	\$340

#

Law Office of Carol Sobel

2020 Rate:	Years of Experience	Rate
	42	\$1,050
2019 Rate:	Years of Experience	Rate
	41	\$1,000
2015 Rates:	Years of Experience	Rate

#

	37	\$875
--	----	-------

Wilson Sonsini Goodrich & Rosati PC		
2017 Rates:	Bar Admission Date	Rates
	2000	\$950

Winston & Strawn		
2019 Rates:	Level	Rates
	Partners:	\$1,025 - \$1,515
	Associates:	\$615-\$25
2018 Rates:	Level	Rates
	Partners:	\$820-\$1,445
	Associates:	\$585-\$765
	Paralegals:	\$170-340
	Litigation Support Mgr.	\$275
	Review Attorneys	\$85
2017 Rates:	Level	Rates
	Partners:	\$990-\$1,365
	Associates:	\$495-\$760
	Paralegals:	\$165-295
2016 Rates:	Level	Rates
	Partners:	\$885-\$1,290
	Associates:	\$470-\$715
	Paralegals:	\$170-280

	Litigation Support Mgr.:	\$250
--	--------------------------	-------

EXHIBIT D

California State Court Decisions With Fee Awards Of 33% Or Greater

- *Southern California Gas Leak Cases*, Los Angeles Cnty. Super. Ct. No. 601844, JCCP No. 4861 (33% of fund);
- *Ochoa v. Haralambos Bev.*, Los Angeles Cnty. Sup. Ct. No. 319588 (reported at 2007 WL 2011731) (33.3%)
- *Hall v. Cinema 7, Inc.*, San Francisco Cnty. Sup. Ct. No. CGC-02-409105 (53% fee awarded in action where class action settled after plaintiffs prevailed in liability phase of trial);
- *Kenemixay v. Nordstroms, Inc.*, Los Angeles Cnty. Super. Ct. No. BC318850 (50% award);
- *Hohnbaum v. Brinker Restaurant Corp.*, San Diego Cnty. Super. Ct. No. GIC834348 (41.8% of fund);
- *Ammari Electronics et al. v. Pacific Bell Directory et al.*, Alameda Cnty. Super. Ct. No. RG05198014 (awarding 43.67% of the common fund);
- *Crandall v. U-Haul Int'l., Inc.*, Los Angeles Cnty. Super. Ct. No. BC178775 (40% award);
- *Savaglio v. Wal-Mart*, Alameda Cnty. Super. Ct. No. C-835687-7 (35% of fund; equating to \$52.5 million fee award);
- *Ethridge v. Universal Health Servs.*, L.A. Cnty. Super. Ct. No. BC391958 (33% award);
- *Magee v. Am. Residential Servs. LLC*, Los Angeles Cnty. Super. Ct. No. BC423798 (33% award);
- *Blue v. Coldwell Banker Residential Brokerage Co.*, Los Angeles Cnty. Super. Ct. No. BC417335 (33% award);
- *Silva v. Catholic Mortuary Servs., Inc.*, Los Angeles Cnty. Super. Ct. No. BC408054 (33% award);
- *Mares v. BFS Retail & Comm. Operations LLC*, Los Angeles Cnty. Super. Ct. No. BC375967 (33% award);
- *Blair et al. v. Jo-Ann Stores, Inc.*, Los Angeles Cnty. Super. Ct. No. BC394795 (33% award);
- *Barrett v. The St. John Companies*, Los Angeles Cnty. Super. Ct. No. BC354278 (33% award);
- *Clymer and Benton v. Candle Acquisition Co.*, Los Angeles Cnty. Super. Ct. No. BC328765 (33% award);
- *Dunlap v. Bank of America, N.A.*, Los Angeles Cnty. Super. Ct. No. BC328934 (33% award);
- *Case et al. v. Toyohara America Inc.*, Los Angeles Cnty. Super. Ct. No. BC328111 (33%

award);

- *Sunio v. Marsh USA, Inc.*, Los Angeles Cnty. Super. Ct. No. BC328782 (33% award);
- *Chalmers v. Elecs. Boutique*, Los Angeles Cnty. Super. Ct. No. BC306571 (33% award);
- *Albrecht v. Rite Aid Corp.*, San Diego Cnty. Super. Ct. No. 729219 (35% award);
- *Weber v. Einstein Noah Restaurant Group, Inc.*, San Diego Cnty. Super. Ct. No. 37-2008-00077680 (40% award);
- *Leal v. Wyndham Worldwide Corp.*, San Diego Cnty. Super. Ct. No. 37-2009-00084708 (38% award);
- *Gomez and LaGaisse v. 20 20 Communications*, Riverside Cnty. Super. Ct. No. RIC 528973 (33% award);
- *Acheson v. Express LLC*, Santa Clara Cnty. Super. Ct. No. 109CV135335 (33% award);
- *Perez and Comeaux v. Standard Concrete*, Orange Cnty. Super. Ct. No. 30-2008-00211820 (33% award);
- *Ward v. Doyon Sec. Servs., LLC*, San Bernardino Cnty. Super. Ct. No. BS 9000517 (33% award);
- *Taylor v. Ross Stores, Inc.*, San Bernardino Cnty. Super. Ct. No. RCV 065453, JCCP 4331 (33% award);
- *Boncore v. Four Points Hotel ITT Sheraton*, San Diego Cnty. Super. Ct. No. GIC807456 (33% award);
- *Big Lots Overtime Cases*, San Bernadino Cnty. Super. Ct. JCC Proceeding No. 4283 (33% of recovery);
- *Tokar v. GEICO*, San Diego Cnty. Super. Ct. No. GIC 810166 (33-1/3 % of recovery);
- *Rundberg v. Intrawest Napa Development Company*, Napa Cnty. Super. Ct. No. 26-56986 (Hon. Bonnie Sabraw, Ret. presiding as Judicial Referee) (40% fee approved);
- *Int'l Brotherhood of Elec. Workers Local 234 v. The Ryan Co., Inc.*, Monterey Cnty. Super. Ct. No. M87384 (40% fee approved);
- *Fuentes v. Apex Contracting and Restoration, Inc.*, San Diego Cnty. Super. Ct. No. 37-2022-00001417-CU-OE-CTL (35% fee approved);
- *Coombs v. Imaging Healthcare Specialists, LLC*, San Diego Cnty. Super. Ct. No. 37-2020-00043781-CU-OE-CTL (35% fee approved);
- *Sapp v. Sound United, LLC*, San Diego Cnty. Super. Ct. No. 37-2020-0042943-CU-OE-CTL (35% fee approved);

- *Ibarra, et al. v. Ajinomoto Althea, Inc. d/b/a Ajinomoto Bio-Pharma Services*, San Diego Cnty. Super. Ct. No. 37-2022-00008619-CU-0E-CTL (35% fee approved);
- *Nepomuceno, et al., v. Portfolio Recovery Associates, LLC*, San Diego Cnty. Super. Ct. No. 37-2021-00006651-CU-OE-CTL (consolidated with Case No. 37-2021-00006737-CU-OE-CTL) (35% fee approved);
- *Ceja v. Silvergate Bank*, San Diego Cnty. Super. Ct. No. 37-2020-0016207-CU-OE-CTL (35% fee approved);
- *Ybanez v. Navy Federal Credit Union*, San Diego Cnty. Super. Ct. No. 37-2019-00016815-CU-OE-CTL (consolidated with Case No. 37-2019-00043142-CU-OE-CTL) (35% fee approved);
- *Rodriguez v. Means Engineering, Inc., et al.*, San Diego Cnty. Super. Ct. No. 37-2020-00024397-CU-OE-CTL (38% fee approved);
- *Fulinara v. Genmark Diagnostic, Inc.*, San Diego Cnty. Super. Ct. No. 37-2019-00000877-CU-OE-CTL (35% fee approved);
- *Webb-Brunner v. RA Medical Systems, Inc.*, San Diego Cnty. Super. Ct. No. 37-2019-00066232-CU-0E-CTL (35% fee approved);
- *Bulle v. Killion Industries, Inc.*, San Diego Cnty. Super. Ct. No. 37-2020-00018510-CU-OE-CTL (35% fee approved);
- *Hargrove, et al., v. San Diego County Credit Union*, San Diego Cnty. Super. Ct. No. 37-2019-00049944-CU-0E-CTL (38% fee approved);
- *Vilitchai v. Ametek Programmable Power, Inc., et al.*, San Diego Cnty. Super. Ct. No. 37-2015-00025968-CU-OE-CTL (48.75% fee approved);
- *Corona v. Property West, Inc.*, San Diego Cnty. Super. Ct. No. 37-2017-00028103-CU-OE-CTL (35% fee approved); and
- *Amador v. RMJV, LP dba Fresh Creative Foods*, San Diego Cnty. Super. Ct. No. 37-2018-00045893-CU-OE-NC (35% fee approved).

EXHIBIT E

FindLaw

Find a Lawyer [\(https://lawyers.findlaw.com\)](https://lawyers.findlaw.com)

Legal Forms & Services

Learn About the Law

Laws and Court Decisions

Enter legal issue and location [\(https://www.findlaw.com\)](https://www.findlaw.com)



My legal issue

I need help near (city, ZIP code or county)

FIND MY LAWYER >

[FINDLAW \(HTTPS://WWW.FINDLAW.COM\)](https://www.findlaw.com) / [BLOGS \(HTTPS://WWW.FINDLAW.COM/LEGALBLOGS/\)](https://www.findlaw.com/legalblogs/) /

[PRACTICE OF LAW \(HTTPS://WWW.FINDLAW.COM/LEGALBLOGS/PRACTICE-OF-LAW/\)](https://www.findlaw.com/legalblogs/practice-of-law/) /

[Berkeley, California](#)
BILLING RATES SURGE PAST \$2K IN THE WORLD OF HIGH-STAKES LITIGATION

Billing Rates Surge Past \$2k in the World of High-Stakes Litigation

Never miss

Get FindLaw updates in you

Enter your email address

Learn more [\(https://newslet](https://newslet)
about FindLaw's newsletters, inclu
and privacy policy. This site is prot
and the Google [Priva](#)
 [\(https://policies.google.com/p](https://policies.google.com/p)
[Service \(https://policies.googl](https://policies.googl)



By [Vaidehi Mehta, Esq.](https://www.findlaw.com/company/our-team.html) [\(https://www.findlaw.com/company/our-team.html\)](https://www.findlaw.com/company/our-team.html)
on September 27, 2023

In the world of high-stakes litigation, where every hour counts, renowned

litigator David Boies has made headlines once again. His hourly billing rate? A jaw-dropping \$2,110 (<https://fingfx.thomsonreuters.com/gfx/legaldocs/klvyzqdgapg/BSF-fees-2023.pdf>). No, we didn't accidentally add an extra "0."

Boies is a heavyweight attorney known for his involvement (usually on the plaintiff's side) in some of the most high-profile cases in recent memory. Some of his biggest and most notable cases include:

- The *United States v. Microsoft Corporation*, the famous antitrust case that resulted in a landmark settlement that had a significant impact on the technology industry.
- Vice President Al Gore's counsel in *Bush v. Gore*, the case that decided the outcome of the 2000 presidential election.
- The litigation against the health technology company Theranos and its founder, Elizabeth Holmes.

Now, Boies is making headlines for his representation of his anonymous female client who accused Jeffrey Epstein of sexually abusing her. Boies is arguing Deutsche Bank missed red flags regarding Epstein's misconduct. Attorneys for the plaintiffs in that case, including Boies, are asking the court to sign off on a \$22.5 million fee award. This is almost a third of the overall \$75 million settlement (<https://www.reuters.com/legal/deutsche-bank-75-mln-settlement-with-epstein-accusers-wins-preliminary-approval-2023-06-16/>).

If these kinds of rates are shocking, they were unheard of a decade ago. But with recent trends in the legal industry, billing rates are going up across the board. Let's explore a brief history of legal fees and explore the current landscape.

The Road to Recovery from the GFC

Lawyers and non-lawyers alike will remember the Great Financial Crisis of 2007-2008, sometimes called the GFC. Although it originated in the United States, particularly in the housing and financial sectors, it had far-reaching global repercussions, including a global recession. The GFC hit law firms hard. There was reduced demand for legal services in certain areas such as corporate law, real estate law, and finance law, since the economic downturn led to a decrease in corporate activities, mergers and acquisitions, and various types of transactions. On the flip side, corporate clients became more cost-conscious and pressured law firms to provide more value for their legal fees. This led to changes in billing structures and increased competition among law

Unsurprisingly, it took some time for the legal industry to recover. In the first few years after the GFC, firms implemented cost-cutting measures and reduced overheads. And some areas of law (bankruptcy and litigation) actually saw an increase in demand related to the GFC. In the mid-2010s, the legal industry started to see modest growth as firms continued to adapt to changing client demands and explore alternative fee arrangements. Right before the pandemic saw a consistent expansion for many law firms and even corporate clients, as mergers and acquisitions activity picked up. In the pandemic, the legal industry continued to evolve, with a growing emphasis on technology adoption and remote work. There was a surge in demand for legal services in areas like cybersecurity, data privacy, and healthcare law.

Rate Surge and Client Resistance

Although there was a historic low at the end of last year, in 2023, things looked pretty healthy overall. By the first quarter of this year, firms experienced a notable improvement in financial performance, according to Thomson Reuters' *Law Firm Financial Index (LFFI)* score (<https://www.thomsonreuters.com/en-us/posts/legal/lffi-q1-2023-divergent-recovery/>). Law firms achieved a swift 5.5% rate of growth, the fastest first-quarter increase since the GFC.

This trend came with a significant increase in firms' agreed-upon hourly rates. An increase was expected, but the extent of it exceeded predictions. As a result, experts have anticipated that clients will become more assertive in pushing back against rising hourly rates. For example, there is already some evidence of a widening gap between billing realization and collected realization. This would be caused by clients requesting larger discounts off the published standard rates or seeking larger discounts on their invoices after receiving them, which would be evident in. It's not yet clear if these observations represent a lasting trend or a regular part of the realization cycle.

Remember, clients facing increased rates have the option to choose lower-cost law firms. However, for clients, the cost is still worth it if the firm is delivering value effectively by providing quality, efficient legal advice aligned with the client's needs and broader business objectives. This is likely all the more true when there is a longstanding relationship between the firm and client. David Boies' eye-popping billing rates are not completely unique in the industry of elite law firms, so clearly, clients are finding some value in the work. But just how

Related Resources:

- [Are DEI Positions and Policies at Law Firms on Risky Legal Ground?](https://www.findlaw.com/legalblogs/practice-of-law/are-dei-positions-and-policies-at-law-firms-on-risky-legal-ground/)
(<https://www.findlaw.com/legalblogs/practice-of-law/are-dei-positions-and-policies-at-law-firms-on-risky-legal-ground/>) (FindLaw's Practice of Law)
- [What to Do When You Make a Mistake in Law Practice](https://www.findlaw.com/legalblogs/strategist/what-to-do-when-you-make-a-mistake-in-law-practice/)
(<https://www.findlaw.com/legalblogs/strategist/what-to-do-when-you-make-a-mistake-in-law-practice/>) (FindLaw's Strategist)
- [Law Firm Tests Whether It Can Sue Associate for 'Quiet Quitting'](https://www.findlaw.com/legalblogs/practice-of-law/law-firm-tests-whether-it-can-sue-associate-for-quiet-quitting/)
(<https://www.findlaw.com/legalblogs/practice-of-law/law-firm-tests-whether-it-can-sue-associate-for-quiet-quitting/>) (FindLaw's Practice of Law)

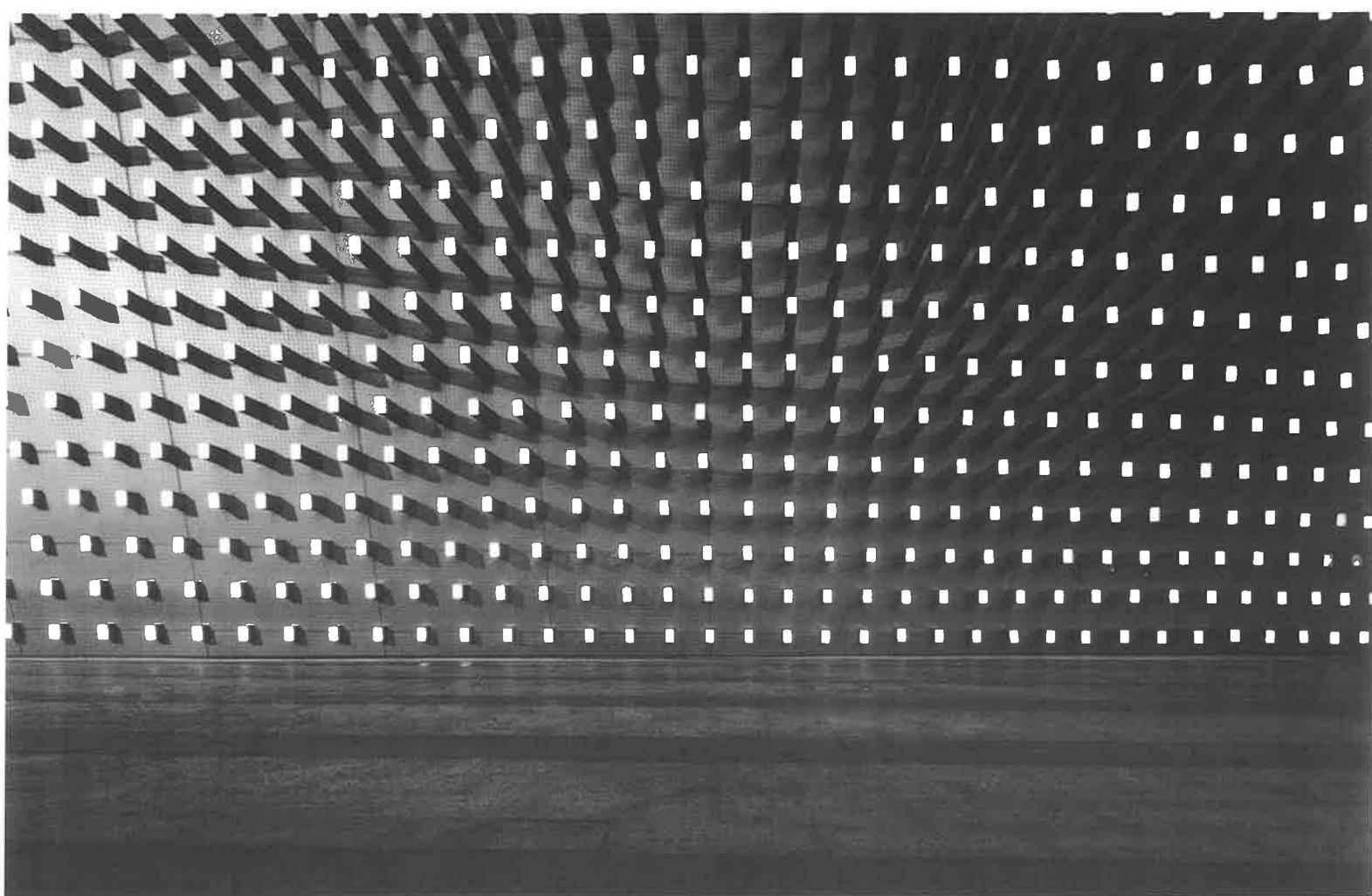
Was this helpful?

Yes

No

 [BACK TO TOP](#)

EXHIBIT F



ELM Solutions

2022 Real Rate Report[®]

The industry's leading
analysis of law firm rates,
trends, and practices

Report Editor

Jeffrey Solomon
Senior Director, Product Management Legal
Analytics, Wolters Kluwer ELM Solutions

Lead Data Analysts

Carol Au
Business Systems Quantitative Analyst
Wolters Kluwer ELM Solutions

Pankaj Saha
Data Engineer
Wolters Kluwer ELM Solutions

ELM Solutions Creative

David Andrews
Senior Graphic Designer
Wolters Kluwer ELM Solutions

Contributing Analysts and Authors

Jason Bender
Legal Analytics Product Manager
Wolters Kluwer ELM Solutions

Nathan Cemenska
Associate Director, Product Management
Wolters Kluwer ELM Solutions

Haemi Jung
Strategic Business Intelligence Manager
Wolters Kluwer ELM Solutions

Margie Sleboda
Lead Technology Product Manager
Wolters Kluwer ELM Solutions

Executive Sponsor

Barry Ader
Vice President, Product Management and
Marketing
Wolters Kluwer ELM Solutions

© 2004 - 2022 Wolters Kluwer ELM Solutions. All rights reserved. This material may not be reproduced, displayed, modified, or distributed in any form without the express prior written permission of the copyright holders. To request permission, please contact:

ELM Solutions, a Wolters Kluwer business
115 Glastonbury Boulevard, Suite 102
Glastonbury, CT 06033 United States
ATTN: Marketing
+1-860-549-8795

LEGAL CAVEAT

Wolters Kluwer ELM Solutions has worked to ensure the accuracy of the information in this report; however, Wolters Kluwer ELM Solutions cannot guarantee the accuracy of the information or analyses in all cases. Wolters Kluwer ELM Solutions is not engaged in rendering legal, accounting, or other professional services. This report should not be construed as professional advice on any particular set of facts or circumstances. Wolters Kluwer ELM Solutions is not responsible for any claims or losses that may arise from any errors or omissions in this report or from reliance upon any recommendation made in this report.

Table of Contents - 2022 Real Rate Report

A Letter to Our Readers • 4

Report Use Considerations • 5

Section I: High-Level Data Cuts • 8

- Partners, Associates, and Paralegals
- Partners, Associates, and Paralegals by Practice Area and Matter Type
- Partners and Associates by City
- Partners and Associates by City and Matter Type
- Partners by City and Years of Experience
- Associates by City and Years of Experience
- Partners and Associates by Firm Size and Matter Type

Section II: Industry Analysis • 63

- Partners, Associates, and Paralegals by Industry Group
- Partners and Associates by Industry Group and Matter Type
- Basic Materials and Utilities
- Consumer Goods
- Consumer Services
- Financials (Excluding Insurance)
- Health Care
- Industrials
- Technology and Telecommunications

Section III: Practice Area Analysis • 84

- Bankruptcy and Collections
- Commercial
- Corporate: Mergers, Acquisitions, and Divestitures
- Corporate: Regulatory and Compliance
- Corporate: Other
- Employment and Labor
- Environmental
- Finance and Securities
- General Liability (Litigation Only)
- Insurance Defense (Litigation Only)
- Intellectual Property: Patents
- Intellectual Property: Trademarks
- Intellectual Property: Other
- Real Estate

Section IV: In-Depth Analysis for Select US Cities • 172

- Boston, MA
- Chicago, IL
- Los Angeles, CA
- New York, NY
- Philadelphia, PA
- San Francisco, CA
- Washington, DC

Section V: International Analysis • 191

Section VI: Matter Staffing Analysis • 221

Appendix: Data Methodology • 226

A Letter to Our Readers

Welcome to the Wolters Kluwer ELM Solutions Real Rate Report®, the industry's leading data-driven benchmark report for lawyer rates.

Our Real Rate Report has been a relied upon data analytics resource to the legal industry since its inception in 2010 and continues to evolve. The Real Rate Report is powered by the Wolters Kluwer ELM Solutions LegalVIEW® data warehouse, which has grown to include \$155B+ in anonymized legal data.

Last year, we launched our LegalVIEW Insights report series, which presented the first-of-its-kind legal analysis of total outside spend, vendor counts, staffing ratios, and other matters. This year, LegalVIEW Insights has gone even deeper into these issues and, together with the Real Rate Report, is a great tool to benchmark performance and improve from there.

The legal services industry relies on internal analytics and the use of external data resources, such as the LegalVIEW data warehouse, to support legal management strategies. The depth and details of the data in the Real Rate Report enable you to better benchmark and make more informed investment and resourcing decisions for your organization.

As with past Real Rate Reports, all of the data analyzed are from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters to give legal departments and law firms greater ability to pinpoint areas of opportunity. We strive to make the Real Rate Report a valuable and actionable reference tool for legal departments and law firms.

As always, we welcome your comments and suggestions on what information would make this publication more valuable to you. We thank our data contributors for participating in this program. And we thank you for making Wolters Kluwer ELM Solutions your trusted partner for legal industry domain expertise, data, and analytics and look forward to continuing to provide market-leading, expert solutions that deliver the best business outcomes for collaboration among legal departments and law firms.

Sincerely,



Barry Ader

Vice President, Product Management and Marketing
Wolters Kluwer ELM Solutions

Report Use Considerations

2022 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Jackson MS	Litigation	Associate	56	\$55	\$225	\$250	\$178	\$203	\$175
		Partner	24	\$315	\$420	\$485	\$418	\$394	\$375
	Non-Litigation	Associate	25	\$55	\$126	\$255	\$155	\$125	\$259
Kansas City MO	Litigation	Partner	74	\$413	\$450	\$556	\$472	\$450	\$450
		Associate	50	\$252	\$329	\$385	\$319	\$316	\$305
	Non-Litigation	Partner	101	\$411	\$487	\$615	\$519	\$487	\$464
		Associate	73	\$250	\$320	\$385	\$322	\$312	\$285
Las Vegas NV	Non-Litigation	Partner	20	\$350	\$425	\$525	\$440	\$422	\$432
		Associate	11	\$238	\$267	\$368	\$301	\$297	\$282
Little Rock AR	Non-Litigation	Partner	11	\$215	\$215	\$308	\$264	\$256	\$298
Los Angeles CA	Litigation	Partner	322	\$516	\$725	\$1,045	\$799	\$739	\$702
		Associate	408	\$400	\$615	\$855	\$642	\$606	\$564
	Non-Litigation	Partner	521	\$596	\$868	\$1,201	\$903	\$902	\$858
		Associate	667	\$441	\$603	\$845	\$653	\$712	\$648

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	3 to Fewer Than 7 Years	15	\$270	\$325	\$360	\$318	\$295	\$283
	7 or More Years	28	\$292	\$334	\$391	\$333	\$312	\$302
Los Angeles CA	Fewer Than 3 Years	63	\$429	\$595	\$654	\$556	\$524	\$488
	3 to Fewer Than 7 Years	144	\$486	\$688	\$838	\$662	\$626	\$530
	7 or More Years	171	\$351	\$550	\$840	\$600	\$634	\$586
Miami FL	3 to Fewer Than 7 Years	19	\$300	\$360	\$457	\$380	\$331	\$313
	7 or More Years	36	\$295	\$450	\$595	\$460	\$433	\$385
Minneapolis MN	Fewer Than 3 Years	11	\$374	\$405	\$446	\$408		\$230
	3 to Fewer Than 7 Years	27	\$340	\$451	\$510	\$421	\$358	\$356
	7 or More Years	27	\$423	\$468	\$585	\$478	\$438	\$392
Nashville TN	7 or More Years	12	\$219	\$245	\$345	\$282	\$266	\$262
New Orleans LA	3 to Fewer Than 7 Years	12	\$232	\$243	\$265	\$261	\$242	\$245
	7 or More Years	18	\$243	\$312	\$343	\$306	\$318	\$294
New York NY	Fewer Than 3 Years	142	\$443	\$622	\$775	\$629	\$600	\$652

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	Fewer Than 21 Years	46	\$400	\$450	\$537	\$473	\$411	\$397
	21 or More Years	68	\$440	\$553	\$658	\$539	\$497	\$491
Las Vegas NV	Fewer Than 21 Years	12	\$284	\$381	\$495	\$389	\$349	\$343
	21 or More Years	13	\$350	\$425	\$515	\$468	\$456	\$472
Los Angeles CA	Fewer Than 21 Years	183	\$533	\$801	\$1,075	\$804	\$797	\$682
	21 or More Years	333	\$550	\$765	\$1,133	\$863	\$842	\$808
Memphis TN	Fewer Than 21 Years	14	\$288	\$331	\$380	\$345	\$317	\$328
	21 or More Years	15	\$355	\$415	\$425	\$394	\$382	\$375
Miami FL	Fewer Than 21 Years	57	\$370	\$450	\$598	\$490	\$498	\$443
	21 or More Years	104	\$388	\$581	\$749	\$584	\$580	\$536
Milwaukee WI	21 or More Years	16	\$302	\$454	\$613	\$589	\$515	\$530
Minneapolis MN	Fewer Than 21 Years	36	\$470	\$530	\$607	\$532	\$486	\$499
	21 or More Years	84	\$507	\$675	\$796	\$656	\$620	\$589
Nashville TN	Fewer Than 21 Years	28	\$375	\$405	\$535	\$449	\$405	\$397

Section I: High-Level Data Cuts

Cities

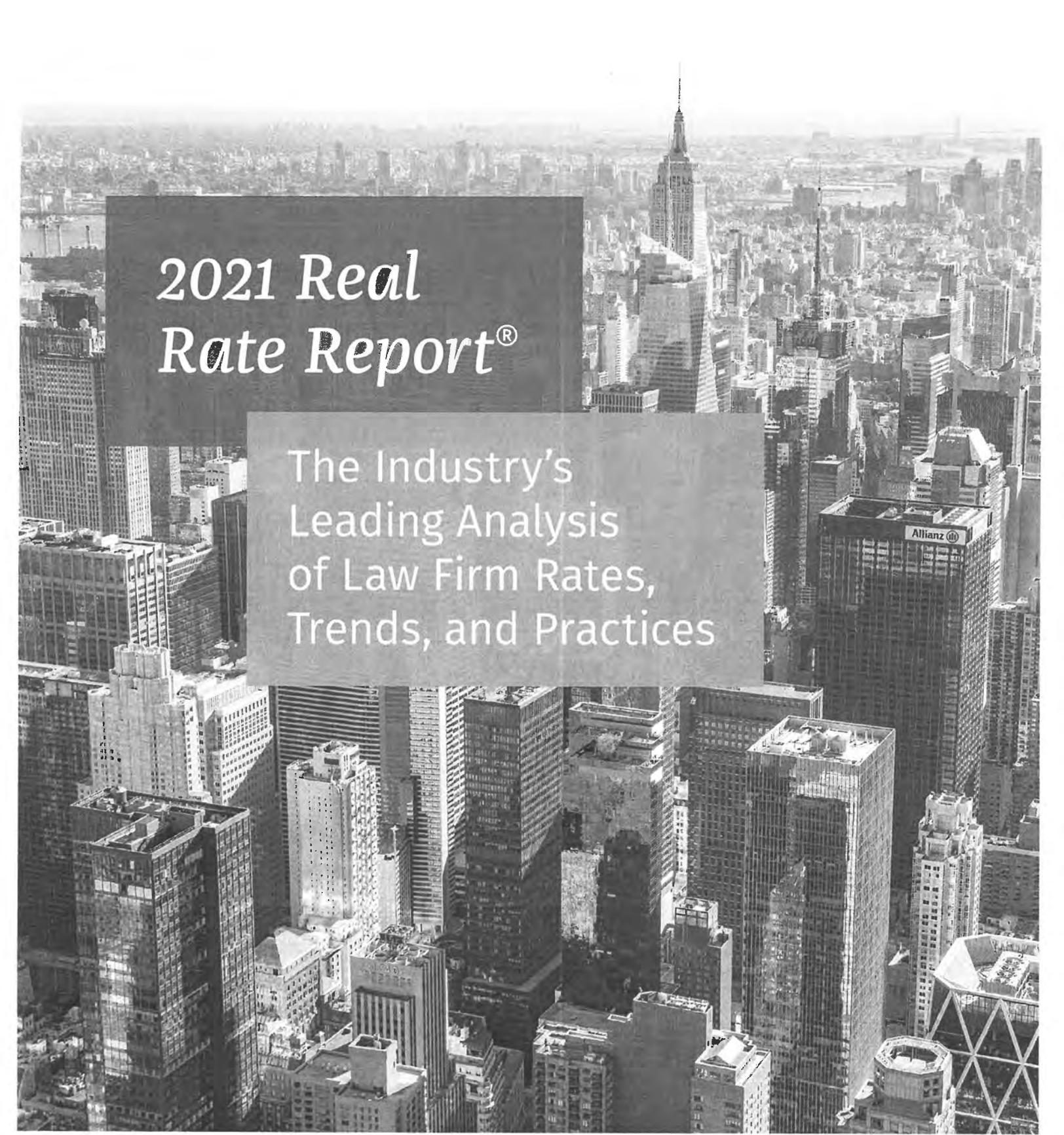
By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Las Vegas NV	Associate	15	\$250	\$308	\$361	\$314	\$313	\$283
	Partner	16	\$215	\$250	\$311	\$271	\$260	\$287
Little Rock AR	Associate	17	\$150	\$150	\$185	\$173	\$171	\$188
	Partner	743	\$550	\$825	\$1,140	\$863	\$844	\$796
Los Angeles CA	Associate	1007	\$429	\$610	\$847	\$649	\$676	\$618
	Partner	22	\$265	\$325	\$360	\$326	\$343	\$339
Louisville KY	Associate	20	\$196	\$248	\$271	\$240	\$232	\$232
	Partner	11	\$378	\$425	\$535	\$447	\$426	\$437
Madison WI	Partner	30	\$290	\$359	\$425	\$365	\$349	\$354
Memphis TN	Partner	214	\$364	\$528	\$688	\$542	\$535	\$504
	Associate	156	\$271	\$387	\$476	\$393	\$379	\$372
Miami FL	Partner	36	\$290	\$375	\$464	\$448	\$449	\$448
	Associate	23	\$265	\$290	\$361	\$312	\$310	\$300
Milwaukee WI	Partner	168	\$454	\$626	\$728	\$611	\$576	\$543
	Associate							
Minneapolis MN	Partner							

EXHIBIT G



*2021 Real
Rate Report[®]*

The Industry's
Leading Analysis
of Law Firm Rates,
Trends, and Practices

Report Editor**Jeffrey Solomon**

Senior Director, Product Management Legal Analytics, Wolters Kluwer's ELM Solutions

Lead Data Analysts**Carol Au**

Business Systems Quantitative Analyst
Wolters Kluwer's ELM Solutions

Pankaj Saha

Data Engineer
Wolters Kluwer's ELM Solutions

ELM Solutions Creative**David Andrews**

Senior Graphic Designer
Wolters Kluwer's ELM Solutions

Contributing Analysts and Authors**Jason Bender**

Legal Analytics Product Manager
Wolters Kluwer's ELM Solutions

Deniece Bushell

Senior Product Marketing Manager
Wolters Kluwer's ELM Solutions

Nathan Cemenska

Associate Director, Product Management
Wolters Kluwer's ELM Solutions

Margie Sleboda

Lead Technology Product Manager
Wolters Kluwer's ELM Solutions

Executive Sponsor**Barry Ader**

Vice President, Product Management and Marketing
Wolters Kluwer's ELM Solutions

© 2004 - 2021 Wolters Kluwer's ELM Solutions. All rights reserved. This material may not be reproduced, displayed, modified, or distributed in any form without the express prior written permission of the copyright holders. To request permission, please contact:

ELM Solutions, a Wolters Kluwer business
20 Church Street
Hartford, CT 06103 United States
ATTN: Marketing
+1-860-549-8795

LEGAL CAVEAT

Wolters Kluwer's ELM Solutions has worked to ensure the accuracy of the information in this report; however, Wolters Kluwer's ELM Solutions cannot guarantee the accuracy of the information or analyses in all cases. Wolters Kluwer's ELM Solutions is not engaged in rendering legal, accounting, or other professional services. This report should not be construed as professional advice on any particular set of facts or circumstances. Wolters Kluwer's ELM Solutions is not responsible for any claims or losses that may arise from any errors or omissions in this report or from reliance upon any recommendation made in this report.

Table of Contents - 2021 Real Rate Report

A Letter to Our Readers • 4

Report Use Considerations • 5

Section I: High-Level Data Cuts • 9

- Partners, Associates, and Paralegals
- Partners, Associates, and Paralegals by Practice Area and Matter Type
- Partners and Associates by City
- Partners and Associates by City and Matter Type
- Partners by City and Years of Experience
- Associates by City and Years of Experience
- Partners and Associates by Firm Size and Matter Type

Section II: Industry Analysis • 64

- Partners, Associates, and Paralegals by Industry Group
- Partners and Associates by Industry Group and Matter Type
- Basic Materials and Utilities
- Consumer Goods
- Consumer Services
- Financials (Excluding Insurance)
- Health Care
- Industrials
- Technology and Telecommunications

Section III: Practice Area Analysis • 85

- Bankruptcy and Collections
- Commercial
- Corporate: Mergers, Acquisitions, and Divestitures
- Corporate: Regulatory and Compliance
- Corporate: Other
- Employment and Labor
- Environmental
- Finance and Securities
- General Liability (Litigation Only)
- Insurance Defense (Litigation Only)
- Intellectual Property: Patents
- Intellectual Property: Trademarks
- Intellectual Property: Other
- Real Estate

Section IV: In-Depth Analysis for Select US Cities • 175

- Boston, MA
- Chicago, IL
- Los Angeles, CA
- New York, NY
- Philadelphia, PA
- San Francisco, CA
- Washington, DC

Section V: International Analysis • 195

Section VI: Matter Staffing Analysis • 227

Appendix: Data Methodology • 232

A Letter to Our Readers

Welcome to the Wolters Kluwer's ELM Solutions Real Rate Report®, the industry's leading data-driven benchmark report for lawyer rates.

Our Real Rate Report has been a relied upon data analytics resource to the legal industry since its inception in 2010 and continues to evolve. The Real Rate Report is powered by Wolters Kluwer's ELM Solutions LegalVIEW® data warehouse, the world 's largest source of legal performance benchmark data, which has grown to include over \$150 billion in anonymized legal data.

This year, we launched our LegalVIEW Insights Report series, which explores the emerging trends behind the overall legal spend volatility seen in corporate legal departments. The insights reports coupled with the Real Rate Report are great tools to drive actionable decisions.

The legal services industry relies on internal analytics and the use of external data resources, such as the LegalVIEW® data warehouse, to support legal management strategies. The depth and details of the data in the Real Rate Report enable you to better benchmark and make more informed investment and resourcing decisions for your organization.

As with past Real Rate Reports, all of the data analyzed are from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters to give legal departments and law firms greater ability to pinpoint areas of opportunity. We strive to make the Real Rate Report a valuable and actionable reference tool for legal departments and law firms.

As always, we welcome your comments and suggestions on what information would make this publication more valuable to you. We thank our data contributors for participating in this program. And we thank you for making Wolters Kluwer's ELM Solutions your trusted partner for legal industry domain expertise, data, and analytics and look forward to continuing to provide market-leading, expert solutions that deliver the best business outcomes for collaboration among legal departments and law firms.

Sincerely,



Barry Ader

Vice President, Product Management and Marketing
Wolters Kluwer's ELM Solutions

Report Use Considerations

2021 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

Rates increase in geographic areas with growing population

Additional analysis was performed to examine the impact of geographic location on law firm hourly rates. This report, like previous ones, shows that large, cosmopolitan legal services markets like New York City, San Francisco, and Los Angeles are associated with higher hourly rates. In addition, our analysis reveals a significant spike in hourly rates in areas of the country

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010

Report Use Considerations

that are currently experiencing high population growth. Significant average rate increases occurred from 2020 to 2021 in many areas, but especially Fresno, California (~15% average rate increase), Greenville, SC (~18%), Miami, FL (~9%), Nashville, TN (~11%), Oklahoma City (~13%), Phoenix, AZ (~10%), and Seattle, WA (~11%) -- all of which have experienced much higher than average population growth in recent years.

The correlation between hourly rates and population growth makes sense. When people and businesses move into an area, it creates a spike in demand for all sorts of goods and services, including legal services. However, it is hard for the supply of legal services to move as quickly as demand because attorneys looking to move into a new geographic area face high switching costs that most will refuse to pay unless they absolutely have to.

First, attorneys looking to take work in a new state have to get licensed there, which takes time and effort and is a distraction that can reduce their current income in the form of the number of hours they are able to bill to clients. Second, despite the rise in remote working, many attorneys looking to establish practices in a new geographic location may have to establish at least some physical presence there, find a new office, new lodging, and potentially uproot their entire family. Third, even if the switching costs of licensure, physically moving, etc. are paid, attorneys may fear yet another switching cost in the form of attrition of their existing clients from their original geographic locale, who may view them as no longer investing in their knowledge of the legal problems and legal solutions that are specific to the original locale.

³ Source: 2020 RRR. Factor order validated in multiple analyses since 2010

Partner with the leader in
AI-powered bill review

LegalVIEW® BillAnalyzer

Many vendors claim to have an advanced and innovative AI model; however, only BillAnalyzer leverages the most extensive industry database, expertise and AI models to provide the best outcomes for your spend management program.

LegalVIEW BillAnalyzer can offer more than other legal bill review providers:

- ✓ Builds a custom AI model based on your guidelines
- ✓ Over 100 data scientists, 400 compliance experts and 50 process experts support the BillAnalyzer AI model
- ✓ Industry and peer guideline benchmarking
- ✓ Leverages industry-leading \$150B in legal performance data
- ✓ Uses your actual historical data to train and optimize your custom AI model
- ✓ Surveys past billing in review to evaluate historical patterns

The benefits you can expect to realize from LegalVIEW BillAnalyzer include:



Control legal spend with up to 10% cost savings



Deliver up to 20% increase in billing guideline compliance



Optimize resources so attorneys can focus on higher value work

elmsolutionsales@wolterskluwer.com
1 800 780 3681 (Toll-free)

www.wkelmsolutions.com

 Wolters Kluwer

When you have to be right

Mastering spend. Totally.



Supercharged cost management

Maximize compliance, minimize spend leakage



Better analytics, smarter decisions

Act on insights from advanced analytics



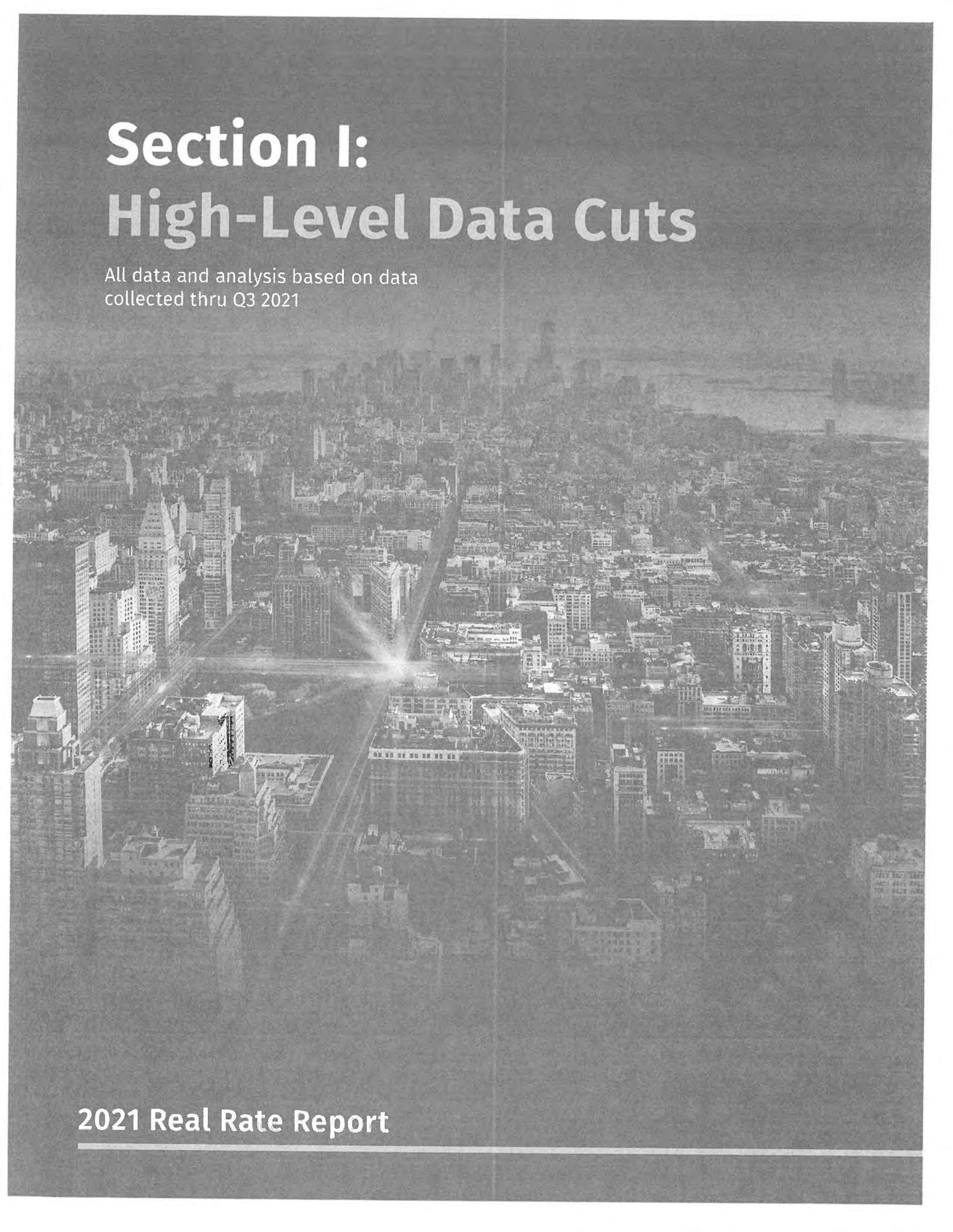
Complete visibility

Visibility and management of all vendor invoices

Wolters Kluwer's ELM Solutions redefines spend management and takes it to the next level with Total Spend Management. By incorporating our artificial intelligence and advanced analytics solutions into your spend management program, you can push the very boundaries of cost savings, billing compliance, engagement with outside counsel, and the value of what your legal department delivers to your organization.

elmsolutionssales@wolterskluwer.com
1 800 780 3681 (Toll-free)

www.wkelmsolutions.com

An aerial, high-angle photograph of a dense urban cityscape, likely New York City, showing a grid of streets and numerous skyscrapers. A bright, starburst light flare is centered in the lower-middle part of the image, casting rays across the city. The overall tone is dark and monochromatic.

Section I: High-Level Data Cuts

All data and analysis based on data
collected thru Q3 2021

2021 Real Rate Report

Section I: High-Level Data Cuts

Cities

By Matter Type

2021 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2021	2020	2019
Kansas City MO	Non-Litigation	Associate	95	\$250	\$320	\$385	\$323	\$288	\$278
		Litigation	Partner	14	\$285	\$350	\$484	\$402	\$445
Las Vegas NV	Non-Litigation	Partner	19	\$250	\$300	\$445	\$375	\$421	\$480
		Associate	12	\$238	\$323	\$377	\$320	\$282	\$280
Little Rock AR	Non-Litigation	Partner	12	\$215	\$215	\$300	\$267	\$290	\$274
Los Angeles CA	Litigation	Partner	342	\$475	\$715	\$1,042	\$759	\$708	\$694
		Associate	433	\$402	\$602	\$806	\$610	\$583	\$535
	Non-Litigation	Partner	559	\$600	\$880	\$1,160	\$894	\$872	\$816
		Associate	761	\$480	\$685	\$895	\$696	\$665	\$620
Louisville KY	Litigation	Partner	18	\$265	\$356	\$405	\$344	\$353	\$338
		Associate	16	\$178	\$200	\$278	\$225	\$227	\$214
	Non-Litigation	Associate	12	\$208	\$215	\$249	\$224	\$230	\$197
Madison WI	Non-Litigation	Partner	15	\$244	\$389	\$529	\$421	\$424	\$430
Memphis TN	Litigation	Partner	16	\$290	\$415	\$425	\$364	\$355	\$347
	Non-Litigation	Partner	20	\$298	\$340	\$369	\$345	\$346	\$334
Miami FL	Litigation	Partner	100	\$282	\$475	\$614	\$465	\$473	\$453

Section I: High-Level Data Cuts

Cities

By Years of Experience

2021 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2021	2020	2019
Jackson MS	7 or More Years	22	\$55	\$55	\$183	\$124	\$125	\$183
Kansas City MO	3 to Fewer Than 7 Years	26	\$252	\$310	\$349	\$306	\$294	\$292
	7 or More Years	28	\$295	\$325	\$370	\$325	\$283	\$282
Los Angeles CA	Fewer Than 3 Years	70	\$494	\$533	\$622	\$543	\$511	\$413
	3 to Fewer Than 7 Years	128	\$533	\$709	\$821	\$673	\$582	\$510
	7 or More Years	164	\$412	\$565	\$841	\$629	\$604	\$576
Miami FL	3 to Fewer Than 7 Years	14	\$277	\$340	\$408	\$364	\$323	\$323
	7 or More Years	30	\$310	\$475	\$540	\$431	\$429	\$374
Minneapolis MN	3 to Fewer Than 7 Years	23	\$330	\$351	\$462	\$394	\$388	\$355
	7 or More Years	26	\$326	\$448	\$580	\$441	\$397	\$384
Nashville TN	7 or More Years	13	\$245	\$283	\$325	\$287	\$271	\$253
New Orleans LA	3 to Fewer Than 7 Years	13	\$235	\$238	\$280	\$251	\$260	\$248
	7 or More Years	13	\$260	\$340	\$364	\$324	\$326	\$276
New York NY	Fewer Than 3 Years	160	\$440	\$590	\$775	\$629	\$560	\$513
	3 to Fewer Than 7 Years	237	\$412	\$670	\$875	\$681	\$625	\$559

Section I: High-Level Data Cuts

Cities

By Years of Experience

2021 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2021	2020	2019
Los Angeles CA	Fewer Than 21 Years	173	\$550	\$855	\$1,065	\$815	\$724	\$703
	21 or More Years	332	\$527	\$725	\$1,145	\$844	\$818	\$758
Memphis TN	Fewer Than 21 Years	11	\$283	\$300	\$340	\$317	\$324	\$309
	21 or More Years	17	\$365	\$415	\$425	\$391	\$379	\$370
Miami FL	Fewer Than 21 Years	44	\$408	\$540	\$583	\$503	\$484	\$485
	21 or More Years	99	\$414	\$550	\$750	\$569	\$564	\$532
Milwaukee WI	Fewer Than 21 Years	14	\$306	\$358	\$433	\$373	\$355	\$323
	21 or More Years	26	\$375	\$470	\$545	\$535	\$530	\$431
Minneapolis MN	Fewer Than 21 Years	41	\$400	\$520	\$604	\$513	\$515	\$478
	21 or More Years	82	\$450	\$659	\$789	\$619	\$591	\$579
Nashville TN	Fewer Than 21 Years	27	\$375	\$464	\$495	\$436	\$413	\$374
	21 or More Years	49	\$420	\$470	\$536	\$481	\$472	\$433
New Orleans LA	Fewer Than 21 Years	24	\$275	\$305	\$390	\$346	\$361	\$337
	21 or More Years	40	\$295	\$332	\$412	\$352	\$373	\$369
New York NY	Fewer Than 21 Years	456	\$656	\$1,044	\$1,407	\$1,033	\$987	\$938

EXHIBIT H

Jonathan C. Sanders (No. #228785)
SIMPSON THACHER & BARTLETT LLP
2475 Hanover Street
Palo Alto, CA 94304
Telephone: (650) 251-5000
Facsimile: (650) 251-5002

Nicholas Goldin
Kathrine A. McLendon
Jamie J. Fell
SIMPSON THACHER & BARTLETT LLP
425 Lexington Avenue
New York, NY 10017
Telephone: (212) 455-2000
Facsimile: (212) 455-2502

*Counsel for the Board of Each of PG&E Corporation and
Pacific Gas and Electric Company and for Certain
Current and Former Independent Directors*

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- Affects PG&E Corporation
- Affects Pacific Gas and Electric Company
- Affects both Debtors

** All papers shall be filed in the Lead Case
No. 19-30088 (DM).*

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11
(Lead Case)

(Jointly Administered)

**SIXTEENTH MONTHLY FEE
STATEMENT OF SIMPSON THACHER
& BARTLETT LLP FOR ALLOWANCE
AND PAYMENT OF COMPENSATION
AND REIMBURSEMENT OF EXPENSES
FOR JULY 1, 2020**

Objection Deadline: August 18, 2020 at 4:00
p.m. (Pacific Time)

[No Hearing Requested]

Simpson Thacher & Bartlett LLP
425 Lexington Ave
New York, NY 10017

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

To:	<u>The Notice Parties</u>
Name of Applicant:	<u>Simpson Thacher & Bartlett LLP</u>
Authorized to Provide Professional Services to:	<u>Counsel for Board of Each of PG&E Corporation and Pacific Gas and Electric Company and for Certain Current and Former Independent Directors</u>
Date of Retention:	<u>May 10, 2019 <i>nunc pro tunc</i> to January 29, 2019</u>
Period for which compensation and reimbursement are sought:	<u>July 1, 2020</u>
Amount of compensation sought as actual, reasonable and necessary:	<u>\$8,723.60 (80% of \$10,904.50)</u>
Amount of expense reimbursement sought as actual, reasonable and necessary:	<u>\$61.94</u>

Simpson Thacher & Bartlett LLP (“**Simpson Thacher**” or the “**Applicant**”), counsel for (i) the Board of Directors (the “**Board**”) of each of PG&E Corporation and Pacific Gas and Electric Company, as the Board may be constituted from time to time, and for the members of the Board from time to time in their capacities as members of the Board, and (ii) certain current and former independent directors in their individual capacities who serve or served as independent directors prior to and/or as of the Filing Date (each an “**Independent Director**” and collectively, the “**Independent Directors**”), hereby submits its Monthly Fee Statement (this “**Monthly Fee Statement**”) for allowance and payment of compensation for professional services rendered and for reimbursement of actual and necessary expenses incurred on July 1, 2020 (the “**Fee Period**”) pursuant to the *Order Pursuant to 11 U.S.C. §§ 331 and 105(a) and Fed. R. Bankr. P. 2016 for Authority to Establish Procedures for Interim Compensation and Reimbursement of Expenses of Professionals dated February 27, 2019* [Docket No. 701] (the “**Interim Compensation Procedures Order**”).

By this Monthly Fee Statement, Simpson Thacher requests allowance and payment of \$8,723.60 (80% of \$10,904.50) as compensation for professional services rendered to the Board

1 and the Independent Directors during the Fee Period and allowance and payment of \$61.94
2 (representing 100% of the expenses incurred) as reimbursement for actual and necessary
3 expenses incurred by Simpson Thacher during the Fee Period.

4 Annexed hereto as **Exhibit A** is the name of each professional who performed services
5 for the Board and/or Independent Directors in connection with these Chapter 11 Cases during the
6 Fee Period covered by this Monthly Fee Statement and the hourly rate and total fees for each
7 professional. Attached hereto as **Exhibit B** is a summary of hours during the Fee Period by task.
8 Attached hereto as **Exhibit C** is a summary of expenses incurred during the Fee Period.
9 Attached hereto as **Exhibit D** are the detailed time entries for the Fee Period. Attached hereto as
10 **Exhibit E** are the detailed expenses entries for the Fee Period.

11 In accordance with the Interim Compensation Procedures Order, responses and
12 objections to this Monthly Fee Statement, if any, must be filed and served on or before the 21st
13 day (or the next business day if such day is not a business day) following the date of the Monthly
14 Fee Statement is served (the “**Objection Deadline**”) with this Court.

15 Upon the expiration of the Objection Deadline, the Applicant shall file a certificate of no
16 objection with the Court, after which the Debtors are authorized and directed to pay the
17 Applicant an amount equal to 80% of the fees and 100% of the expenses requested in this
18 Monthly Fee Statement. If an objection is properly filed, the Debtors shall be authorized and
19 directed to pay the Applicant 80% of the fees and 100% of the expenses not subject to any
20 objection.

21
22
23
24
25
26
27
28

1
2 Dated: July 28, 2020
3

Respectfully submitted,

4 /s/ Jonathan C. Sanders

Jonathan C. Sanders

Nicholas Goldin

Kathrine A. McLendon

Jamie J. Fell

6
7 SIMPSON THACHER & BARTLETT LLP

8 *Counsel for the Board of Each of PG&E*
9 *Corporation and Pacific Gas and Electric*
10 *Company and for Certain Current and Former*
11 *Independent Directors*

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
Simpson Thacher & Bartlett LLP
425 Lexington Ave
New York, NY 10017

NOTICE PARTIES

Simpson Thacher & Bartlett LLP
425 Lexington Ave
New York, NY 10017

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

PG&E Corporation
c/o Pacific Gas & Electric Company
77 Beale Street
San Francisco, CA 94105
Attn: Janet Loduca, Esq.

Weil Gotshal & Manges
767 Fifth Avenue
New York, NY 10153-0119
Attn: Stephen Karotkin, Esq.,
Rachael Foust, Esq.

Keller & Benvenuti LLP
650 California Street, Suite 1900
San Francisco, CA 94108
Attn: Tobias S. Keller, Esq.,
Jane Kim, Esq.

The Office of the United States Trustee for Region 17
450 Golden Gate Avenue, 5th Floor, Suite #05-0153
San Francisco, CA 94102
Attn: James L. Snyder, Esq.,
Timothy Laffredi, Esq.

Milbank LLP
55 Hudson Yards
New York, NY 10001-2163
Attn: Dennis F. Dunne, Esq.,
Sam A. Khalil, Esq.

Milbank LLP
2029 Century Park East, 33rd Floor
Los Angeles, CA 90067
Attn: Paul S. Aronzon, Esq.,
Gregory A. Bray, Esq.,
Thomas R. Kreller, Esq.

Baker & Hostetler LLP
11601 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90025-0509
Attn: Eric Sagerman, Esq.,
Cecily Dumas, Esq.

Bruce A. Markell
541 N. Fairbanks Court, Suite 2200
Chicago, IL 60611-3710
bamexampge@gmail.com
pge@legaldecoder.com
traceyrgallegos@gmail.com

EXHIBIT I

PEER MONITOR

INSIGHT. ADVANTAGE. COMPETITIVE INTELLIGENCE.

PUBLIC RATES

In a time when the legal market continues to face fluctuating demand and challenges containing expenses, it's critical that your firm stays on top of the latest billing trends and maintains fair, competitive rates while maximizing revenue.

Take Action to Inform Your Firm

Public Rates is a dynamic, web-based billing rate service that gives you anytime access to accurate, court reported, hourly rate data, with details drilling down to the named timekeeper.

It empowers you to quickly and easily slice and analyze rates across user-selected combinations of various attributes, sort targeted record results, view quartile and median rates for searched data, and more.

Then Take Your Rate Analysis One Step Further

As efficient as it is intuitive, **Public Rates** offers deeper billing evaluation with query comparison that allows for firm-to-firm, case-to-case, or even person-to-person rate examination.

What's more, you can quickly and easily find critical insights with features such as click sorting, query naming, and auto-saved search history.

Use Public Rates to:

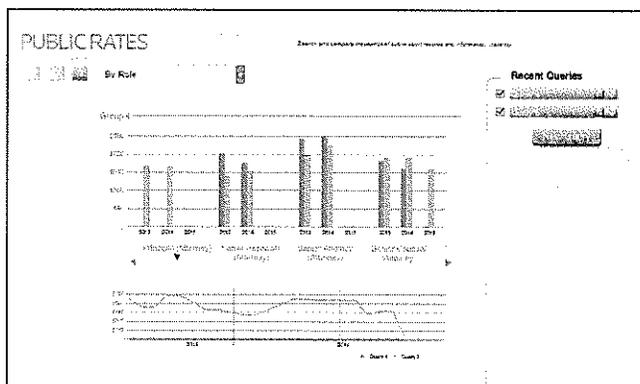
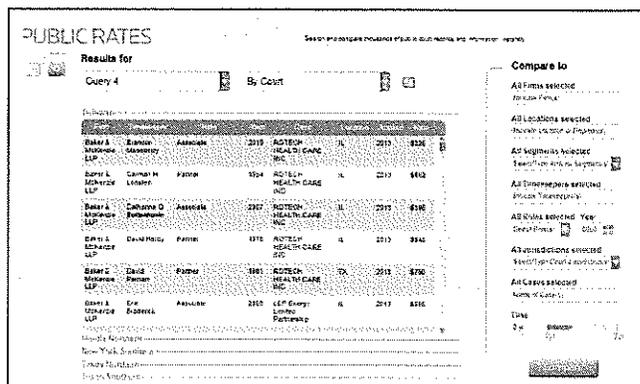
- Determine optimal rates and profit opportunities
- Justify rates submitted to courts on fee applications
- Track lawyer performance
- Get pricing transparency in the marketplace

Learn more at legalsolutions.com/peer-monitor

CONTACT US TODAY:

Ruth Bowen

ruth.bowen@thomsonreuters.com | 651.687.6891



Get Critical, Actionable Data

Search reported hourly rates by:

- Timekeeper
- Year of admission
- Firm
- Segment
- Location
- Jurisdiction
- Role
- Year of filing
- Case
- Historical records as far back as 7 years

California Rates (January–May 2018)
--

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	David M. Nemecek	Kirkland & Ellis LLP	2003	2003	CA	\$1,395	2.4	\$3,348.00
Partner	Leslie A. Plaskon	Paul Hastings LLP	1988	1988	CA	\$1,275	260	\$331,500.00
Partner	Thomas B. Walper	Munger Tolles & Olson LLC	1980	1980	CA	\$1,225	166.7	\$204,207.50
Partner	Jeffrey B Greenberg	Latham & Watkins LLP	1996	1996	CA	\$1,175	3.3	\$3,877.50
Partner	Mark E. McKane	Kirkland & Ellis LLP	1997	1997	CA	\$1,175	79.1	\$92,942.50
Partner	Paul D Tanaka	Kirkland & Ellis LLP	2003	2003	CA	\$1,145	1.1	\$1,259.50
Partner	Annie Kim	Proskauer Rose LLP	2004	2004	CA	\$1,125	22.1	\$24,862.50
Partner	Jonathan Benloulou	Proskauer Rose LLP	2006	2006	CA	\$1,125	2.9	\$3,262.50
Partner	Robert J Frances	Latham & Watkins LLP	2001	2001	CA	\$1,125	1.7	\$1,912.50
Partner	Dean A. Ziehl	Pachulski Stang Ziehl Young Jones &	1978	1978	CA	\$1,050	73.3	\$76,965.00
Partner	James I. Stang	Pachulski Stang Ziehl Young Jones &	1980	1980	CA	\$1,050	111.4	\$116,970.00
Partner	Alan J. Kornfeld	Pachulski Stang Ziehl Young Jones &	1987	1987	CA	\$1,025	78.9	\$80,872.50
Partner	Stephen D. Rose	Munger Tolles & Olson LLC	1991	1991	CA	\$1,025	63.9	\$65,497.50
Partner	Unger Sean	Paul Hastings LLP	2004	2004	CA	\$1,025	103.2	\$105,780.00
Partner	Stefanie I Gitler	Kirkland & Ellis LLP	2009	2009	CA	\$995	225.1	\$223,974.50
Partner	Tate Eric A.	Morrison & Foerster LLP	1995	1995	CA	\$990	0.3	\$297.00
Partner	Michael Esser	Kirkland & Ellis LLP	2009	2009	CA	\$965	542.6	\$523,609.00
Associate	Campbell Gavin	Kirkland & Ellis LLP	2012	2012	CA	\$950	227.7	\$216,315.00
Partner	David M. Bertenthal	Pachulski Stang Ziehl Young Jones &	1993	1989	CA	\$950	107.7	\$102,315.00
Associate	Olsen Katrina	Kirkland & Ellis LLP	2014	2014	CA	\$950	4.6	\$4,370.00
Partner	Janie F. Schulman	Morrison & Foerster LLP	1987	1987	CA	\$925	0.2	\$185.00
Associate	Jacob Johnston	Kirkland & Ellis LLP	2013	2013	CA	\$905	5	\$4,525.00
Partner	Kenneth H. Brown	Pachulski Stang Ziehl Young Jones &	1981	1977	CA	\$895	5.9	\$5,280.50
Partner	Kevin S. Allred	Munger Tolles & Olson LLC	1986	1986	CA	\$875	209.7	\$183,487.50
Partner	Knudsen Erik G.	Morrison & Foerster LLP	2007	2007	CA	\$875	269.4	\$235,725.00
Counsel	Adam Lin	Orrick, Herrington & Sutcliffe LLP	2004	2004	CA	\$850	3	\$2,550.00
Associate	Austin Klar	Kirkland & Ellis LLP	2013	2013	CA	\$845	173	\$146,185.00
Associate	Michael Saretsky	Kirkland & Ellis LLP	2015	2015	CA	\$835	237.2	\$198,062.00
Of Counsel	Harry D. Hochman	Pachulski Stang Ziehl Young Jones &	1987	1987	CA	\$825	69.1	\$57,007.50
Of Counsel	Lloyd W. Aubry	Morrison & Foerster LLP	1975	1975	CA	\$825	1.6	\$1,320.00
Partner	Seth Goldman	Munger Tolles & Olson LLC	2002	2002	CA	\$825	260.5	\$214,912.50
Of Counsel	Victoria A. Newmark	Pachulski Stang Ziehl Young Jones &	1996	1996	CA	\$825	1.6	\$1,320.00
Of Counsel	Yana S. Johnson	Morrison & Foerster LLP	1999	1999	CA	\$825	3.2	\$2,640.00
Associate	Austin Klar	Kirkland & Ellis LLP	2013	2013	CA	\$810	23.3	\$18,873.00
Associate	Cynthia Castillo	Kirkland & Ellis LLP	2015	2015	CA	\$810	178.8	\$144,828.00
Associate	Kevin Chang	Kirkland & Ellis LLP	2014	2014	CA	\$810	8.4	\$6,804.00
Of Counsel	Nardali Ali U.	Morrison & Foerster LLP	2008	2008	CA	\$795	4.4	\$3,498.00
Associate	Ramin Montazeri	Latham & Watkins LLP	2016	2016	CA	\$795	10.9	\$8,665.50
Associate	Lee Muhyung	Proskauer Rose LLP	2015	2015	CA	\$780	37.5	\$29,250.00
Of Counsel	Jeffrey L. Kandel	Pachulski Stang Ziehl Young Jones &	1984	1984	CA	\$750	10.7	\$8,025.00
Of Counsel	Bradley R. Schneider	Munger Tolles & Olson LLC	2004	2004	CA	\$735	88.9	\$65,341.50
Associate	Curtis Kelly M	Proskauer Rose LLP	2016	2016	CA	\$730	39.6	\$28,908.00
Associate	Cynthia Castillo	Kirkland & Ellis LLP	2015	2015	CA	\$725	30.3	\$21,967.50
Associate	Joanna A Gorska	Latham & Watkins LLP	2014	2014	CA	\$725	2.4	\$1,740.00
Counsel	Elissa A. Wagner	Pachulski Stang Ziehl Young Jones &	2001	2001	CA	\$695	5	\$3,475.00
Associate	Benjamin Butterfield	Morrison & Foerster LLP	2014	2014	CA	\$660	883.2	\$582,912.00
Partner	David M. Eaton	Kilpatrick Townsend & Stockton LLP	1996	1996	CA	\$660	5.3	\$3,498.00
Associate	Ankur Sharma	Kirkland & Ellis LLP	2016	2016	CA	\$645	16.4	\$10,578.00
Associate	Maxwell Coll	Kirkland & Ellis LLP	2016	2016	CA	\$630	15	\$9,450.00
Associate	Brashears Travis C	Proskauer Rose LLP	2016	2016	CA	\$595	8.3	\$4,938.50
Associate	Sadeghi Sam	Paul Hastings LLP	2016	2016	CA	\$585	22.9	\$13,396.50
Associate	Jenny Pierce	Kirkland & Ellis LLP	2016	2016	CA	\$555	1.2	\$666.00
Associate	Meg A Webb	Kirkland & Ellis LLP	2017	2017	CA	\$555	1.4	\$777.00

Associate	Peter E. Boos	Munger Tolles & Olson LLC	2014	2014	CA	\$550	88.05	\$48,427.50
Associate	Floyd Amani Solange	Morrison & Foerster LLP	2014	2014	CA	\$540	3.9	\$2,106.00
Associate	Glock Jana	Morrison & Foerster LLP	2015	2015	CA	\$540	22.2	\$11,988.00
Associate	Kerry C. Jones	Morrison & Foerster LLP	2014	2014	CA	\$540	11.5	\$6,210.00
Associate	Roumiantseva Dina	Morrison & Foerster LLP	2014	2014	CA	\$540	5	\$2,700.00
Associate	Scheinok Brittany	Morrison & Foerster LLP	2015	2015	CA	\$485	27.2	\$13,192.00
Associate	Coleman Matthew	Ropes & Gray LLP	2014	2014	CA	\$450	2.5	\$1,125.00
Associate	Tobyn Yael Aaron	Morrison & Foerster LLP	2016	2016	CA	\$435	26.4	\$11,484.00

California Rates (June–December 2018)
--

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	Kenneth Klee	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1974	CA	\$1,475	46.4	\$68,440.00
Partner	Eric Reimer	Milbank Tweed Hadley & McCloy LLP	1987	1987	CA	\$1,465	7.9	\$11,573.50
Partner	Gregory A. Bray	Milbank Tweed Hadley & McCloy LLP	1984	1984	CA	\$1,465	234.1	\$342,956.50
Partner	Madden P.C. Rick C	Kirkland & Ellis LLP	1995	1995	CA	\$1,445	31.2	\$45,084.00
Partner	David M. Nemecek	Kirkland & Ellis LLP	2003	2003	CA	\$1,395	2.4	\$3,348.00
Partner	Browning P.C. Marc D	Kirkland & Ellis LLP	1998	1998	CA	\$1,375	4.2	\$5,775.00
Partner	Isaac M Pachulski	Pachulski Stang Ziehl Young Jones &	2014	2014	CA	\$1,295	0.7	\$906.50
Partner	Walker Elizabeth W	Sidley Austin LLP	1984	1984	CA	\$1,250	3.7	\$4,625.00
Partner	David Stern	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	\$1,245	67.4	\$83,913.00
Partner	Michael Tuchin	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	\$1,245	191.1	\$237,919.50
Partner	Richard M. Pachulski	Pachulski Stang Ziehl Young Jones &	1979	1979	CA	\$1,245	274.7	\$342,001.50
Partner	Dennis Arnold	Gibson Dunn & Crutcher, LLP	1976	1975	CA	\$1,210	65.2	\$78,892.00
Partner	Cromwell Montgomery	Gibson Dunn & Crutcher, LLP	1997	1997	CA	\$1,205	0.9	\$1,084.50
Partner	Oscar Garza	Gibson Dunn & Crutcher, LLP	1990	1990	CA	\$1,205	116.1	\$139,900.50
Partner	Austin V Schwing	Gibson Dunn & Crutcher, LLP	2000	2000	CA	\$1,155	0.7	\$808.50
Partner	Douglas Michael Fuchs	Gibson Dunn & Crutcher, LLP	2007	2007	CA	\$1,155	53.5	\$61,792.50
Partner	Annie Kim	Proskauer Rose LLP	2004	2004	CA	\$1,125	11.6	\$13,050.00
Partner	Jonathan Benloulou	Proskauer Rose LLP	2006	2006	CA	\$1,125	2.9	\$3,262.50
Partner	James I. Stang	Pachulski Stang Ziehl Young Jones &	1980	1980	CA	\$1,095	63.4	\$69,423.00
Partner	Farshad E. More	Gibson Dunn & Crutcher, LLP	2003	2003	CA	\$1,080	0.8	\$864.00
Partner	Jesse I. Shapiro	Gibson Dunn & Crutcher, LLP	2000	2000	CA	\$1,080	10.9	\$11,772.00
Partner	David Fidler	Klee, Tuchin, Bogdanoff & Stern, LLP	1998	1997	CA	\$1,075	237.9	\$255,742.50
Special	Brian Stern	Milbank Tweed Hadley & McCloy LLP	2003	2003	CA	\$1,065	7.5	\$7,987.50
Special	Haig Maghakian	Milbank Tweed Hadley & McCloy LLP	2002	2002	CA	\$1,065	264.8	\$282,012.00
Partner	Jesse A. Cripps Jr.	Gibson Dunn & Crutcher, LLP	2011	2011	CA	\$1,045	16.2	\$16,929.00
Partner	Mehta Anjna	Kirkland & Ellis LLP	2000	2000	CA	\$1,045	10.9	\$11,390.50
Of Counsel	Richard J. Gruber	Pachulski Stang Ziehl Young Jones &	1982	1982	CA	\$1,025	9.1	\$9,327.50
Partner	Samuel Newman	Gibson Dunn & Crutcher, LLP	2001	2001	CA	\$1,010	326.5	\$329,765.00
Partner	Debra I. Grassgreen	Pachulski Stang Ziehl Young Jones &	1992	1992	CA	\$995	15.7	\$15,621.50
Associate	Jessica Dombroff	Milbank Tweed Hadley & McCloy LLP	2009	2009	CA	\$995	13.3	\$13,233.50
Partner	Katherine V.A Smith	Gibson Dunn & Crutcher, LLP	2015	2015	CA	\$995	0.6	\$597.00
Partner	Matthew B Dubeck	Gibson Dunn & Crutcher, LLP	2017	2017	CA	\$995	44.1	\$43,879.50
Partner	Robert J. Pfister	Klee, Tuchin, Bogdanoff & Stern, LLP	2001	2001	CA	\$995	123.3	\$122,683.50
Partner	David M. Bertenthal	Pachulski Stang Ziehl Young Jones &	1993	1989	CA	\$975	6.5	\$6,337.50
Partner	Jeffrey N. Pomerantz	Pachulski Stang Ziehl Young Jones &	1989	1989	CA	\$975	66.5	\$64,837.50
Associate	Campbell Gavin	Kirkland & Ellis LLP	2012	2012	CA	\$950	336.5	\$319,675.00
Partner	Henry C. Kevane	Pachulski Stang Ziehl Young Jones &	1986	1986	CA	\$950	4.8	\$4,560.00
Associate	Olsen Katrina	Kirkland & Ellis LLP	2014	2014	CA	\$950	4.6	\$4,370.00
Partner	Stanley E. Goldich	Pachulski Stang Ziehl Young Jones &	1980	1980	CA	\$925	7	\$6,475.00
Associate	Najeh Baharun	Milbank Tweed Hadley & McCloy LLP	2013	2013	CA	\$910	28.3	\$25,753.00
Partner	David M. Guess	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	\$895	84.5	\$75,627.50
Partner	Maria Sountas	Klee, Tuchin, Bogdanoff & Stern, LLP	2006	2006	CA	\$895	23.2	\$20,764.00
Partner	Whitman L. Holt	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	\$895	54.7	\$48,956.50
Associate	Allison Balick	Gibson Dunn & Crutcher, LLP	2009	2009	CA	\$875	5.4	\$4,725.00
Associate	Caldon Brendan W	Kirkland & Ellis LLP	2007	2007	CA	\$875	1.5	\$1,312.50
Associate	Daniel B. Denny	Gibson Dunn & Crutcher, LLP	2005	2005	CA	\$875	436.1	\$381,587.50
Associate	Douglas G. Levin	Gibson Dunn & Crutcher, LLP	2009	2009	CA	\$875	205.2	\$179,550.00
Associate	Genevieve G. Weiner	Gibson Dunn & Crutcher, LLP	2007	2007	CA	\$875	93.7	\$81,987.50
Partner	Maxim B. Litvak	Pachulski Stang Ziehl Young Jones &	1997	1997	CA	\$875	89.6	\$78,400.00
Associate	Melissa Leigh Barshop	Gibson Dunn & Crutcher, LLP	2006	2006	CA	\$875	5	\$4,375.00
Associate	Jonathan Schaefer	Gibson Dunn & Crutcher, LLP	2016	2016	CA	\$860	1.9	\$1,634.00
Partner	Joshua M. Fried	Pachulski Stang Ziehl Young Jones &	1995	1995	CA	\$850	74.1	\$62,985.00
Of Counsel	Guruie Julian I	Klee, Tuchin, Bogdanoff & Stern, LLP	2007	2007	CA	\$825	39.3	\$32,422.50

Associate	Ian T. Long	Gibson Dunn & Crutcher, LLP	2015	2015 CA	\$820	140	\$114,800.00
Associate	Goldberg Zachary	Milbank Tweed Hadley & McCloy LLP	2016	2016 CA	\$790	162.4	\$128,296.00
Associate	Lee Muhyung	Proskauer Rose LLP	2015	2015 CA	\$780	28.2	\$21,996.00
Partner	Jamie L. Edmonson	Venable LLP	1996	1996 CA	\$765	180.3	\$137,929.50
Associate	Tiffany X. Phan	Gibson Dunn & Crutcher, LLP	2013	2013 CA	\$760	8.7	\$6,612.00
Of Counsel	Erin Gray	Pachulski Stang Ziehl Young Jones &	1992	1991 CA	\$750	9.9	\$7,425.00
Partner	Justin D. Yi	Klee, Tuchin, Bogdanoff & Stern, LLP	2009	2009 CA	\$750	3.9	\$2,925.00
Associate	Chapple Catherine L.	Morrison & Foerster LLP	2012	2012 CA	\$725	4	\$2,900.00
Associate	Jonathan M. Weiss	Klee, Tuchin, Bogdanoff & Stern, LLP	2012	2012 CA	\$725	195.4	\$141,665.00
Of Counsel	William Ramseyer	Pachulski Stang Ziehl Young Jones &	1980	1980 CA	\$725	18.8	\$13,630.00
Associate	Sarah A. Carnes	Cooley LLP	2014	2014 CA	\$710	146.1	\$103,731.00
Associate	Latta R T	Jones Day	2011	2011 CA	\$700	194.5	\$136,150.00
Associate	Samuel M. Kidder	Klee, Tuchin, Bogdanoff & Stern, LLP	2012	2012 CA	\$675	88.6	\$59,805.00
Associate	Thomas H Alexander	Gibson Dunn & Crutcher, LLP	2015	2015 CA	\$660	23.7	\$15,642.00
Associate	Sasha M. Gurvitz	Klee, Tuchin, Bogdanoff & Stern, LLP	2014	2014 CA	\$625	114.9	\$71,812.50
Associate	Robert J. Smith	Klee, Tuchin, Bogdanoff & Stern, LLP	2016	2016 CA	\$600	35.8	\$21,480.00
Associate	Brashears Travis C	Proskauer Rose LLP	2016	2016 CA	\$595	8.3	\$4,938.50
Associate	Matthew S Coe-Odess	Gibson Dunn & Crutcher, LLP	2016	2016 CA	\$595	16.9	\$10,055.50
Associate	Katherine A Lau	Gibson Dunn & Crutcher, LLP	2017	2017 CA	\$525	97.7	\$51,292.50
Associate	Tran J L	Jones Day	2015	2015 CA	\$525	60.2	\$31,605.00
Associate	Nicholas A. Koffroth	Venable LLP	2012	2012 CA	\$515	94.9	\$48,873.50
Associate	Liu R Q	Jones Day	2015	2015 CA	\$475	34.2	\$16,245.00
Associate	Stuart B W	Jones Day	2013	2013 CA	\$475	208.6	\$99,085.00
Associate	Doyle A M	Jones Day	2017	2017 CA	\$450	6.5	\$2,925.00
Associate	Udenka Honieh	Brown Rudnick LLP	2017	2017 CA	\$375	1	\$375.00

EXHIBIT 7

1 KEVIN F. RUF (#136901)
JOSEPH D. COHEN (#155601)
2 JONATHAN M. ROTTER (#234137)
NATALIE S. PANG (#305886)
3 GLANCY PRONGAY & MURRAY LLP
1925 Century Park East, Suite 2100
4 Los Angeles, California 90067
Telephone: (310) 201-9150
5 Email: info@glancylaw.com

6 Attorneys for Plaintiffs

7
8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

10 ADAM HOFFMAN, individually and on
11 behalf of all others similarly situated, and
SAMUEL JASON, individually and on behalf
12 of all others similarly situated,

13 Plaintiffs,

14 v.

15 CITY OF LOS ANGELES,

16 Defendant.

Case No. BC672326

**DECLARATION OF JONATHAN M.
ROTTER, ESQ. IN SUPPORT OF
PLAINTIFFS' COUNSEL'S MOTION
FOR AN AWARD OF ATTORNEYS'
FEES AND REIMBURSEMENT OF
LITIGATION EXPENSES FILED ON
BEHALF OF GLANCY PRONGAY &
MURRAY LLP**

Assigned for All Purposes to:
Hon. Stuart M. Rice
Dept. SSC-1
Action Filed: August 15, 2017
Hearing Date: December 20, 2023

1 I, Jonathan M. Rotter, hereby declare as follows:

2 1. I am an attorney at law duly licensed to practice before all the courts in the State of
3 California. I am a partner of the law firm of Glancy Prongay and Murray LLP (“GPM” or
4 “Plaintiffs’ Counsel”), counsel for plaintiffs Adam Hoffman and Samuel Jason (collectively,
5 “Plaintiffs”) in the above-captioned action (the “Action”).¹ I make this declaration in support of
6 Plaintiffs’ Counsel’s application for an award of attorneys’ fees in connection with services
7 rendered in the Action, as well as for reimbursement of litigation expenses incurred in connection
8 with the Action. I have personal knowledge of the contents of this declaration, and if called upon
9 to do so, I could and would testify truthfully and competently thereto under oath.

10 2. GPM was involved in all aspects of the Action and its settlement, as set forth in the
11 Declaration of Jonathan M. Rotter in Support of: (I) Plaintiffs’ Unopposed Motion for Final
12 Approval of Class Action Settlement; and (II) Plaintiffs’ Counsel’s Motion for an Award of
13 Attorneys’ Fees, Reimbursement of Litigation Expenses and Class Representative Service
14 Awards.

15 3. The schedule attached hereto as Exhibit A is a detailed summary indicating the
16 amount of time spent by attorneys and professional support staff of my firm who, from inception
17 of the Action through and including November 10, 2023, billed ten or more hours to the Action,
18 and the lodestar calculation for those individuals based on my firm’s current billing rates. For
19 personnel who are no longer employed by my firm, the lodestar calculation is based upon the
20 billing rates for such personnel in their final year of employment by my firm. The schedule was
21 prepared from contemporaneous daily time records regularly prepared and maintained by my firm.

22 4. I am the partner who oversaw or conducted the day-to-day activities in the Action,
23 and I reviewed these daily time records in connection with the preparation of this declaration. The
24 purpose of this review was to confirm both the accuracy of the records, as well as the necessity
25 for, and reasonableness of, the time committed to the litigation. As a result of this review, I made

26 ¹ Unless otherwise defined, all capitalized terms herein have the same meanings as set forth in the
27 First Amended Stipulation and Agreement of Settlement dated May 30, 2023. *See* Exhibit 1 to
28 Supplemental Declaration of Jonathan M. Rotter in Support of Plaintiffs Unopposed Motion for
Preliminary Approval of Class Action Settlement, filed May 30, 2023.

1 reductions to certain of my firm's time entries such that the time included in Exhibit A reflects that
2 exercise of billing judgment. Based on this review and the adjustments made, I believe that the
3 time of the GPM attorneys and staff reflected in Exhibit A was reasonable and necessary for the
4 effective and efficient prosecution and resolution of the Action. No time expended on the
5 application for fees and reimbursement of expenses has been included.

6 5. The hourly rates for the attorneys and professional support staff in my firm
7 included in Exhibit A are consistent with the rates approved by courts in other complex litigation
8 when conducting a lodestar cross-check. Although the bulk of GPM's business is contingent
9 litigation, the firm does have fee paying clients and the hourly rates being charged in this case are
10 consistent with those rates.

11 6. The total number of hours reflected in Exhibit A is 11,554.50 hours. The total
12 lodestar reflected in Exhibit A is \$6,973,681.00, consisting of \$6,466,388.50 for attorneys' time
13 and \$507,292.50 for professional support staff time.

14 7. My firm's lodestar figures are based upon the firm's billing rates, which rates do
15 not include charges for expense items. Expense items are billed separately, and such charges are
16 not duplicated in my firm's billing rates.

17 8. As detailed in Exhibit B, my firm is seeking reimbursement of a total of
18 \$461,729.60 in expenses incurred in connection with the prosecution of this Action.

19 9. The litigation expenses incurred in the Action are reflected on the books and
20 records of my firm. These books and records are prepared from expense vouchers, check records,
21 and other source materials and are an accurate record of the expenses incurred. The expenses
22 reflected in Exhibit B are the expenses actually incurred by my firm.

23 10. Attached hereto as Exhibit C is a brief biography of GPM, including the attorneys
24 who were involved in the Action.

25 ///

26 ///

27 ///

28 ///

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

EXHIBIT A

Adam Hoffman, et al. v. City of Los Angeles,
Case No. BC672326

Glancy Prongay & Murray LLP

**LODESTAR REPORT
FROM INCEPTION THROUGH NOVEMBER 10, 2023**

TIMEKEEPER/CASE	STATUS	YEAR JD	HOURS	RATE	LODESTAR
ATTORNEYS:					
Joseph Cohen	Partner	1989	174.50	1,100.00	191,950.00
Kevin F. Ruf	Partner	1987	402.20	1,125.00	452,475.00
Jonathan M. Rotter	Partner	2004	2,680.70	900.00	2,412,630.00
Natalie S. Pang	Senior Counsel	2015	1,729.30	575.00	994,347.50
Alexa Mullarky	Associate	2015	95.30	395.00	37,643.50
Holly A. Heath	Associate	2003	2,174.80	550.00	1,196,140.00
Sandra Hung	Staff Attorney	2002	2,779.30	425.00	1,181,202.50
TOTAL ATTORNEY	TOTAL		10,036.10		6,466,388.50
PARALEGALS:					
Harry Kharadjian	Senior Paralegal		123.20	325.00	40,040.00
Paul Harrigan	Senior Paralegal		191.10	325.00	62,107.50
Jack Ligman	Research Analyst		105.10	350.00	36,785.00
Danielle Goldsmith	Research Analyst		103.00	220.00	22,660.00
John D. Belanger	Research Analyst		41.00	350.00	14,350.00
Erin Krikorian	Research Analyst		72.50	310.00	22,475.00
Michaela Ligman	Research Analyst		882.50	350.00	308,875.00
TOTAL PARALEGAL	TOTAL		1,518.40		507,292.50
TOTAL LODESTAR	TOTAL		11,554.50		6,973,681.00

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

EXHIBIT B

Adam Hoffman, et al. v. City of Los Angeles,
Case No. BC672326

Glancy Prongay & Murray LLP

EXPENSE REPORT

FROM INCEPTION THROUGH NOVEMBER 10, 2023

CATEGORY OF EXPENSE	AMOUNT PAID
COURIER AND SPECIAL POSTAGE	1,126.31
COURT FEES	7,118.30
DOCUMENT MANAGEMENT	35,174.26
EXPERTS - ACCOUNTING	114,549.00
EXPERTS - HYDROLOGY/WATER SYSTEMS/ENGINEERING	164,245.50
MEDIATORS	7,450.00
ONLINE RESEARCH	36,824.77
PHOTOIMAGING	148.61
SERVICE OF PROCESS/COURT COPIES	6,400.12
TELEPHONE	297.75
TRANSCRIPTS	71,452.99
TRAVEL AUTO	304.76
TRAVEL PARKING	266.18
TRIAL SUPPORT	16,371.05
Grand Total	461,729.60

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

EXHIBIT C
Glancy Prongay & Murray LLP
FIRM RESUME

FIRM RESUME

Glancy Prongay & Murray LLP (the “Firm”) has represented investors, consumers and employees for over 25 years. Based in Los Angeles, with offices in New York City and Berkeley, the Firm has successfully prosecuted class action cases and complex litigation in federal and state courts throughout the country. As Lead Counsel, Co-Lead Counsel, or as a member of Plaintiffs’ Counsel Executive Committees, the Firm’s attorneys have recovered billions of dollars for parties wronged by corporate fraud, antitrust violations and malfeasance. Indeed, the Institutional Shareholder Services unit of RiskMetrics Group has recognized the Firm as one of the top plaintiffs’ law firms in the United States in its Securities Class Action Services report for every year since the inception of the report in 2003. The Firm’s efforts have been publicized in major newspapers such as the *Wall Street Journal*, the *New York Times*, and the *Los Angeles Times*.

Glancy Prongay & Murray’s commitment to high quality and excellent personalized services has boosted its national reputation, and we are now recognized as one of the premier plaintiffs’ firms in the country. The Firm works tenaciously on behalf of clients to produce significant results and generate lasting corporate reform.

The Firm’s integrity and success originate from our attorneys, who are among the brightest and most experienced in the field. Our distinguished litigators have an unparalleled track record of investigating and prosecuting corporate wrongdoing. The Firm is respected for both the zealous advocacy with which we represent our clients’ interests as well as the highly-professional and ethical manner by which we achieve results. We are ideally positioned to pursue securities, antitrust, consumer, and derivative litigation on behalf of our clients. The Firm’s outstanding accomplishments are the direct result of the exceptional talents of our attorneys and employees.

SECURITIES CLASS ACTION SETTLEMENTS

Appointed as Lead or Co-Lead Counsel by judges throughout the United States, Glancy Prongay & Murray has achieved significant recoveries for class members in numerous securities class actions, including:

In re Mercury Interactive Corporation Securities Litigation, USDC Northern District of California, Case No. 05-3395-JF, in which the Firm served as Co-Lead Counsel and achieved a settlement valued at over \$117 million.

In re Real Estate Associates Limited Partnership Litigation, USDC Central District of California, Case No. 98-7035-DDP, in which the Firm served as local counsel and plaintiffs achieved a \$184 million jury verdict after a complex six week trial in Los Angeles, California and later settled the case for \$83 million.

In Re Yahoo! Inc. Securities Litigation, USDC Northern District of California, Case No. 5:17-cv-00373-LHK, in which the Firm served as Co-Lead Counsel and achieved an \$80 million settlement.

The City of Farmington Hills Employees Retirement System v. Wells Fargo Bank, N.A., USDC District of Minnesota, Case No. 10-cv-04372-DWF/JJG, in which the Firm served as Co-Lead Counsel and achieved a settlement valued at \$62.5 million.

Shah v. Zimmer Biomet Holdings, Inc., USDC Northern District of Indiana, Case No. 3:16-cv-815-PPS-MGG, a securities fraud class action in which the Firm served as Lead Counsel for the Class and achieved a settlement of \$50 million.

Schleicher v. Wendt, (Conseco Securities Litigation), USDC Southern District of Indiana, Case No. 02-1332-SEB, a securities fraud class action in which the Firm served as Lead Counsel for the Class and achieved a settlement of over \$41 million.

Robb v. Fitbit, Inc., USDC Northern District of California, Case No. 3:16-cv-00151, a securities fraud class action in which the Firm served as Lead Counsel for the Class and achieved a settlement of \$33 million.

Yaldo v. Airtouch Communications, State of Michigan, Wayne County, Case No. 99-909694-CP, in which the Firm served as Co-Lead Counsel and achieved a settlement valued at over \$32 million for defrauded consumers.

Lapin v. Goldman Sachs, USDC Southern District of New York, Case No. 03-0850-KJD, a securities fraud class action in which the Firm served as Co-Lead Counsel for the Class and achieved a settlement of \$29 million.

In re Heritage Bond Litigation, USDC Central District of California, Case No. 02-ML-1475-DT, where as Co-Lead Counsel, the Firm recovered in excess of \$28 million for defrauded investors and continues to pursue additional defendants.

In re Livent, Inc. Noteholders Litigation, USDC Southern District of New York, Case No. 99 Civ 9425-VM, a securities fraud class action in which the Firm served as Co-Lead Counsel for the Class and achieved a settlement of over \$27 million.

Mild v. PPG Industries, Inc., USDC Central District of California, Case No. 18-cv-04231, a securities fraud class action in which the Firm served as Lead Counsel for the Class and achieved a settlement of \$25 million.

Davis v. Yelp, Inc., USDC Northern District of California, Case No. 18-cv-0400, a securities fraud class action in which the Firm served as Co-Lead Counsel for the Class and achieved a settlement of \$22.5 million.

In re ECI Telecom Ltd. Securities Litigation, USDC Eastern District of Virginia, Case No. 01-913-A, in which the Firm served as sole Lead Counsel and recovered almost \$22 million for defrauded ECI investors.

In re Sesen Bio, Inc. Securities Litigation, USDC Southern District of New York, Case No. 21-cv-07025, a securities fraud class action, in which the Firm served as Lead Counsel for the Class and achieved a settlement of \$21 million.

Senn v. Sealed Air Corporation, USDC New Jersey, Case No. 03-cv-4372-DMC, a securities fraud class action, in which the Firm acted as Co-Lead Counsel for the Class and achieved a settlement of \$20 million.

In re Gilat Satellite Networks, Ltd. Securities Litigation, USDC Eastern District of New York, Case No. 02-1510-CPS, a securities fraud class action in which the Firm served as Co-Lead Counsel for the Class and achieved a settlement of \$20 million.

In re Lumenis, Ltd. Securities Litigation, USDC Southern District of New York, Case No. 02-CV-1989-DAB, in which the Firm served as Co-Lead Counsel and achieved a settlement valued at over \$20 million.

Wilson v. LSB Industries, Inc., USDC Southern District of New York, Case No. 15-cv-07614, a securities fraud class action in which the Firm served as Lead Counsel for the Class and achieved a settlement of \$18.45 million.

In re Infonet Services Corporation Securities Litigation, USDC Central District of California, Case No. CV 01-10456-NM, in which as Co-Lead Counsel, the Firm achieved a settlement of \$18 million.

Pierrelouis v. Gogo Inc., USDC Northern District of Illinois, Case No. 18-cv-04473, a securities fraud class action in which the Firm served as Co-Lead Counsel for the Class and achieved a settlement of \$17.3 million.

In re ESC Medical Systems, Ltd. Securities Litigation, USDC Southern District of New York, Case No. 98 Civ. 7530-NRB, a securities fraud class action in which the Firm served as sole Lead Counsel for the Class and achieved a settlement valued in excess of \$17 million.

Macovski v. Groupon, Inc., USDC Northern District of Illinois, Case No. 20-cv-02581, a securities fraud class action in which the Firm served as Co-Lead Counsel for the Class and achieved a settlement of \$13.5 million.

In re Musicmaker.com Securities Litigation, USDC Central District of California, Case No. 00-02018-CAS, a securities fraud class action in which the Firm was sole Lead Counsel for the Class and recovered in excess of \$13 million.

In re Lason, Inc. Securities Litigation, USDC Eastern District of Michigan, Case No. 99 76079-AJT, in which the Firm was Co-Lead Counsel and recovered almost \$13 million for defrauded Lason stockholders.

In re Inso Corp. Securities Litigation, USDC District of Massachusetts, Case No. 99 10193-WGY, a securities fraud class action in which the Firm served as Co-Lead Counsel for the Class and achieved a settlement valued in excess of \$12 million.

In re National TechTeam Securities Litigation, USDC Eastern District of Michigan, Case No. 97-74587-AC, a securities fraud class action in which the Firm served as Co-Lead Counsel for the Class and achieved a settlement valued in excess of \$11 million.

Taft v. Ackermans (KPNQwest Securities Litigation), USDC Southern District of New York, Case No. 02-CV-07951-PKL, a securities fraud class action in which the Firm served as Co-Lead Counsel for the Class and achieved a settlement worth \$11 million.

Derr v. RA Medical Systems, Inc., USDC Southern District of California, Case No. 19-cv-01079, a securities fraud class action in which the Firm served as Lead Counsel for the Class and achieved a settlement of \$10 million.

Jenson v. First Trust Corporation, USDC Central District of California, Case No. 05-cv-3124-ABC, in which the Firm was appointed sole lead counsel and achieved an \$8.5 million settlement in a very difficult case involving a trustee's potential liability for losses incurred by investors in a Ponzi scheme. Kevin Ruf of the Firm also successfully defended in the 9th Circuit Court of Appeals the trial court's granting of class certification in this case.

ANTITRUST PRACTICE GROUP AND ACHIEVEMENTS

Glancy Prongay & Murray's Antitrust Practice Group focuses on representing individuals and entities that have been victimized by unlawful monopolization, price-fixing, market allocation, and other anti-competitive conduct. The Firm has prosecuted significant antitrust cases and has helped individuals and businesses recover billions of dollars. Prosecuting civil antitrust cases under federal and state laws throughout the country, the Firm's Antitrust Practice Group represents consumers, businesses, and Health and Welfare Funds and seeks injunctive relief and damages for violations of antitrust and commodities laws. The Firm has served, or is currently serving, as Lead Counsel, Co-Lead Counsel or Class Counsel in a substantial number of antitrust class actions, including:

In re Nasdaq Market-Makers Antitrust Litigation, USDC Southern District of New York, Case No. 94 C 3996-RWS, MDL Docket No. 1023, a landmark antitrust lawsuit in which the Firm filed the first complaint against all of the major NASDAQ market makers and served on Plaintiffs' Counsel's Executive Committee in a case that recovered \$900 million for investors.

Sullivan v. DB Investments, USDC District of New Jersey, Case No. No. 04-cv-2819, where the Firm served as Co-Lead Settlement Counsel in an antitrust case against DeBeers relate to the pricing of diamonds that settled for \$295 million.

In re Korean Air Lines Antitrust Litig., USDC Central District of California, Master File No. CV 07-05107 SJO(AGRx), MDL No. 07-0189, where the Firm served as Co-Lead Counsel in a case related to fixing of prices for airline tickets to Korea that settled for \$86 million.

In re Urethane Chemical Antitrust Litig., USDC District of Kansas, Case No. MDL 1616, where the Firm served as Co-Lead counsel in an antitrust price fixing case that settled \$33 million.

In re Western States Wholesale Natural Gas Litig., USDC District of Nevada, Case No. MDL 1566, where the Firm served as Class Counsel in an antitrust price fixing case that settled \$25 million.

In re Aggrenox Antitrust Litig., USDC District of Connecticut, Case No. 14-cv-2516, where the Firm played a major role in achieving a settlement of \$54,000,000.

In re Solodyn Antitrust Litig., USDC District of Massachusetts, Case No. MDL 2503, where the Firm played a major role in achieving a settlement of \$43,000,000.

In re Generic Pharmaceuticals Pricing Antitrust Litig., USDC Eastern District of Pennsylvania, Case No. 16-md-2427, where the Firm is representing a major Health and Welfare Fund in a case against a number of generic drug manufacturers for price fixing generic drugs.

In re Actos End Payor Antitrust Litig., USDC Southern District of New York, Case No. 13-cv-9244, where the Firm is serving on Plaintiffs' Executive Committee.

In re Heating Control Panel Direct Purchaser Action, USDC Eastern District of Michigan, Case No. 12-md-02311, representing a recreational vehicle manufacturer in a price-fixing class action involving direct purchasers of heating control panels.

In re Instrument Panel Clusters Direct Purchaser Action, USDC Eastern District of Michigan, Case No. 12-md-02311, representing a recreational vehicle manufacturer in a price-fixing class action involving direct purchasers of instrument panel clusters.

In addition, the Firm is currently involved in the prosecution of many market manipulation cases relating to violations of antitrust and commodities laws, including *Sullivan v. Barclays PLC* (manipulation of Euribor rate), *In re Foreign Exchange Benchmark Rates Antitrust Litig.*, *In re LIBOR-Based Financial Instruments Antitrust Litig.*, *In re Gold Futures & Options Trading Litig.*, *In re Platinum & Palladium Antitrust Litig.*, *Sonterra Cap. Master Fund v. Credit Suisse Group AG* (Swiss Libor rate manipulation), *Twin City Iron Pension Fund v. Bank of Nova Scotia* (manipulation of treasury securities), and *Ploss v. Kraft Foods Group* (manipulation of wheat prices).

Glancy Prongay & Murray has been responsible for obtaining favorable appellate opinions which have broken new ground in the class action or securities fields, or which have promoted shareholder rights in prosecuting these actions. The Firm successfully argued the appeals in a number of cases:

In *Smith v. L'Oreal*, 39 Cal.4th 77 (2006), Firm partner Kevin Ruf established ground-breaking law when the California Supreme Court agreed with the Firm's position that waiting penalties under the California Labor Code are available to *any* employee after termination of employment, regardless of the reason for that termination.

OTHER NOTABLE ACHIEVEMENTS

Spearheaded by Firm attorney Kevin Ruf, the Firm served as Co-Lead Counsel for a class of drivers misclassified as independent contractors in the landmark case *Lee v. Dynamex*, Case No. BC332016 (Super. Ct. of Cal), which made new law for workers' rights in the California Supreme Court. The *Dynamex* decision altered 30 years of California law and established a new definition of employment that brings more workers within the protections of California's Labor Code. The California legislature, in response to the *Dynamex* decision, promulgated AB5, a statute that codifies the law of the *Dynamex* case and expands its reach.

Headed by Firm attorney Kara Wolke, the Firm served as additional plaintiffs' counsel in *Christine Asia Co. Ltd., et al. v. Jack Yun Ma et al. ("Alibaba")*, 1:15-md-02631 (SDNY), a securities class action on behalf of investors alleging violations of the Securities Exchange Act of 1934 in connection with Alibaba's historic \$25 billion IPO, the then-largest IPO in history. After hard-fought litigation, including a successful appeal to the Second Circuit and obtaining class certification, the case settled for \$250 million.

Other notable Firm cases include: *Silber v. Mabon I*, 957 F.2d 697 (9th Cir. 1992) and *Silber v. Mabon II*, 18 F.3d 1449 (9th Cir. 1994), which are the leading decisions in the Ninth Circuit regarding the rights of opt-outs in class action settlements. In *Rothman v. Gregor*, 220 F.3d 81 (2d Cir. 2000), the Firm won a seminal victory for investors before the Second Circuit Court of Appeals, which adopted a more favorable pleading standard for investors in reversing the District Court's dismissal of the investors' complaint. After this successful appeal, the Firm then recovered millions of dollars for defrauded investors of the GT Interactive Corporation. The Firm also argued *Falkowski v. Imation Corp.*, 309 F.3d 1123 (9th Cir. 2002), *as amended*, 320 F.3d 905 (9th Cir. 2003), and favorably obtained the substantial reversal of a lower court's dismissal of a cutting edge, complex class action initiated to seek redress for a group of employees whose stock options were improperly forfeited by a giant corporation in the course of its sale of the subsidiary at which they worked.

The Firm also has been involved in the representation of individual investors in court proceedings throughout the United States and in arbitrations before the American Arbitration Association, National Association of Securities Dealers, New York Stock Exchange, and Pacific Stock Exchange. Mr. Glancy has successfully represented litigants in proceedings against such major securities firms and insurance companies as

A.G. Edwards & Sons, Bear Stearns, Merrill Lynch & Co., Morgan Stanley, PaineWebber, Prudential, and Shearson Lehman Brothers.

One of the Firm's unique skills is the use of "group litigation" - the representation of groups of individuals who have been collectively victimized or defrauded by large institutions. This type of litigation brought on behalf of individuals who have been similarly damaged often provides an efficient and effective economic remedy that frequently has advantages over the class action or individual action devices. The Firm has successfully achieved results for groups of individuals in cases against major corporations such as Metropolitan Life Insurance Company, and Occidental Petroleum Corporation.

Glancy Prongay & Murray LLP currently consists of the following attorneys:

PARTNERS

LEE ALBERT, a partner, was admitted to the bars of the Commonwealth of Pennsylvania, the State of New Jersey, and the United States District Courts for the Eastern District of Pennsylvania and the District of New Jersey in 1986. He received his B.S. and M.S. degrees from Temple University and Arcadia University in 1975 and 1980, respectively, and received his J.D. degree from Widener University School of Law in 1986. Upon graduation from law school, Mr. Albert spent several years working as a civil litigator in Philadelphia, PA. Mr. Albert has extensive litigation and appellate practice experience having argued before the Supreme and Superior Courts of Pennsylvania and has over fifteen years of trial experience in both jury and non-jury cases and arbitrations. Mr. Albert has represented a national health care provider at trial obtaining injunctive relief in federal court to enforce a five-year contract not to compete on behalf of a national health care provider and injunctive relief on behalf of an undergraduate university.

Currently, Mr. Albert represents clients in all types of complex litigation including matters concerning violations of federal and state antitrust and securities laws, mass tort/product liability and unfair and deceptive trade practices. Some of Mr. Albert's current major cases include *In Re Automotive Wire Harness Systems Antitrust Litigation* (E.D. Mich.); *In Re Heater Control Panels Antitrust Litigation* (E.D. Mich.); *Kleen Products, et al. v. Packaging Corp. of America* (N.D. Ill.); and *In re Class 8 Transmission Indirect Purchaser Antitrust Litigation* (D. Del.). Previously, Mr. Albert had a significant role in *Marine Products Antitrust Litigation* (C.D. Cal.); *Baby Products Antitrust Litigation* (E.D. Pa.); *In re ATM Fee Litigation* (N.D. Cal.); *In re Canadian Car Antitrust Litigation* (D. Me.); *In re Broadcom Securities Litigation* (C.D. Cal.); and has worked on *In re Avandia Marketing, Sales Practices and Products Liability Litigation* (E.D. Pa.); *In re Ortho Evra Birth Control Patch Litigation* (N.J. Super. Ct.); *In re AOL Time Warner, Inc. Securities Litigation* (S.D.N.Y.); *In re WorldCom, Inc. Securities Litigation* (S.D.N.Y.); and *In re Microsoft Corporation Massachusetts Consumer Protection Litigation* (Mass. Super. Ct.).

BRIAN D. BROOKS joined the New York office of Glancy Prongay & Murray LLP in 2019, specializing in antitrust, consumer, and securities litigation. His current cases include *In re Zetia Antitrust Litigation*, No. 18-md-2836 (E.D. Va.); *Staley, et al. v. Gilead Sciences*,

Inc., et al., No. 3:19-cv-02573-EMC (N.D. Cal.); and *In re: Seroquel XR (Extended Release Quetiapine Fumarate) Litigation*, No. 1:19-cv-08296-CM (S.D.N.Y.).

Prior to joining the firm, Mr. Brooks was an associate at Murray, Frank & Sailer, LLP in New York, where his practice was focused on antitrust, consumer, and securities matters, and later a partner at Smith, Segura & Raphael, LLP, in New York and Louisiana. During his tenure at Smith Segura & Raphael, LLP, Mr. Brooks represented direct purchasers in numerous antitrust matters, including *In re: Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust Litigation*, No. 2:13-md-02445 (E.D. Pa.), *In re: Niaspan Antitrust Litigation*, No. 2:13-md-02460 (E.D. Pa.), and *In re: Novartis & Par Antitrust Litigation (Exforge)*, No. 18-cv-4361 (S.D.N.Y.), and was an active member of the trial team for the class in *In re: Nexium (Esomeprazole) Antitrust Litigation*, No. 12-md-2409 (D. Mass.), the first post-Actavis reverse-payment case to be tried to verdict. He was also an active member of the litigation teams in the *King Drug Company of Florence, Inc. et al. v. Cephalon, Inc., et al. (Provigil)*, No. 2:06-cv-1797 (E.D. Pa.); *In re: Prograf Antitrust Litigation*, No. 1:11-md-2242 (D. Mass.) and *In re: Miralax* antitrust matters, which collectively settled for more than \$600 million, and a member of the litigation teams in *In re: Relafen Antitrust Litigation*, No. 01-cv-12239 (D. Mass.); *In re: Buspirone Antitrust Litigation*, MDL Dkt. No. 1410 (S.D.N.Y.); *In re: Remeron Antitrust Litigation*, No. 02-2007 (D.N.J.); *In re: Terazosin Hydrochloride Antitrust Litigation*, No. 99-MDL-1317 (S.D. Fla.); and *In re K-Dur Antitrust Litigation*, No. 10-cv-1652 (D.N.J.).

Mr. Brooks received his B.A. from Northwestern State University of Louisiana in 1998 and his J.D. from Washington and Lee School of Law in 2002, where he was a staff writer for the Environmental Law Digest and clerked for the Alderson Legal Assistance Program, handling legal matters for inmates of the Federal Detention Center in Alderson, West Virginia. He is admitted to practice in all state courts in New York and Louisiana, as well as the United States District Courts for the Southern and Eastern Districts of New York and the Eastern and Western Districts of Louisiana.

JOSEPH D. COHEN has extensive complex civil litigation experience, and currently oversees the firm's settlement department, negotiating, documenting and obtaining court approval of the firm's securities, merger and derivative settlements.

Prior to joining the firm, Mr. Cohen successfully prosecuted numerous securities fraud, consumer fraud, antitrust and constitutional law cases in federal and state courts throughout the country. Cases in which Mr. Cohen took a lead role include: *Jordan v. California Dep't of Motor Vehicles*, 100 Cal. App. 4th 431 (2002) (complex action in which the California Court of Appeal held that California's Non-Resident Vehicle \$300 Smog Impact Fee violated the Commerce Clause of the United States Constitution, paving the way for the creation of a \$665 million fund and full refunds, with interest, to 1.7 million motorists); *In re Geodyne Res., Inc. Sec. Litig.* (Harris Cty. Tex.) (settlement of securities fraud class action, including related litigation, totaling over \$200 million); *In re Cmty. Psychiatric Centers Sec. Litig.* (C.D. Cal.) (settlement of \$55.5 million was obtained from the company and its auditors, Ernst & Young, LLP); *In re McLeodUSA Inc., Sec. Litig.* (N.D. Iowa) (\$30 million settlement); *In re Arakis Energy Corp. Sec. Litig.* (E.D.N.Y.) (\$24 million settlement); *In re Metris Cos., Inc., Sec. Litig.* (D. Minn.) (\$7.5 million settlement);

In re Landry's Seafood Rest., Inc. Sec. Litig. (S.D. Tex.) (\$6 million settlement); and *Freedman v. Maspeth Fed. Loan and Savings Ass'n*, (E.D.N.Y) (favorable resolution of issue of first impression under RESPA resulting in full recovery of improperly assessed late fees).

Mr. Cohen was also a member of the teams that obtained substantial recoveries in the following cases: *In re: Foreign Exchange Benchmark Rates Antitrust Litig.* (S.D.N.Y.) (partial settlements of approximately \$2 billion); *In re Washington Mutual Mortgage-Backed Sec. Litig.* (W.D. Wash.) (settlement of \$26 million); *Mylan Pharm., Inc. v. Warner Chilcott Public Ltd. Co.* (E.D. Pa.) (\$8 million recovery in antitrust action on behalf of class of indirect purchasers of the prescription drug Doryx); *City of Omaha Police and Fire Ret. Sys. v. LHC Group, Inc.* (W.D. La.) (securities class action settlement of \$7.85 million); and *In re Pacific Biosciences of Cal., Inc. Sec. Litig.* (Cal. Super. Ct.) (\$7.6 million recovery).

In addition, Mr. Cohen was previously the head of the settlement department at Bernstein Litowitz Berger & Grossmann LLP. While at BLB&G, Mr. Cohen had primary responsibility for overseeing the team working on the following settlements, among others: *In Re Merck & Co., Inc. Sec., Deriv. & "ERISA" Litig.* (D.N.J.) (\$1.062 billion securities class action settlement); *New York State Teachers' Ret. Sys. v. General Motors Co.* (E.D. Mich.) (\$300 million securities class action settlement); *In re JPMorgan Chase & Co. Sec. Litig.* (S.D.N.Y.) (\$150 million settlement); *Dep't of the Treasury of the State of New Jersey and its Division of Inv. v. Cliffs Natural Res. Inc., et al.* (N.D. Ohio) (\$84 million securities class action settlement); *In re Penn West Petroleum Ltd. Sec. Litig.* (S.D.N.Y.) (\$19.76 million settlement); and *In re BioScrip, Inc. Sec. Litig.* (\$10.9 million settlement).

LIONEL Z. GLANCY, a graduate of University of Michigan Law School, is the founding partner of the Firm. After serving as a law clerk for United States District Judge Howard McKibben, he began his career as an associate at a New York law firm concentrating in securities litigation. Thereafter, he started a boutique law firm specializing in securities litigation, and other complex litigation, from the Plaintiff's perspective. Mr. Glancy has established a distinguished career in the field of securities litigation over the last thirty years, having appeared and been appointed lead counsel on behalf of aggrieved investors in securities class action cases throughout the country. He has appeared and argued before dozens of district courts and a number of appellate courts. His efforts have resulted in the recovery of hundreds of millions of dollars in settlement proceeds for huge classes of shareholders. Well known in securities law, he has lectured on its developments and practice, including having lectured before Continuing Legal Education seminars and law schools.

Mr. Glancy was born in Windsor, Canada, on April 4, 1962. Mr. Glancy earned his undergraduate degree in political science in 1984 and his Juris Doctor degree in 1986, both from the University of Michigan. He was admitted to practice in California in 1988, and in Nevada and before the U.S. Court of Appeals, Ninth Circuit, in 1989.

MARC L. GODINO has extensive experience successfully litigating complex, class action lawsuits as a plaintiffs' lawyer. Since joining the firm in 2005, Mr. Godino has played a primary role in cases resulting in settlements of more than \$100 million. He has prosecuted securities, derivative, merger & acquisition, and consumer cases throughout the country in both state and federal court, as well as represented defrauded investors at FINRA arbitrations. Mr. Godino manages the Firm's consumer class action department.

While a senior associate with Stull Stull & Brody, Mr. Godino was one of the two primary attorneys involved in *Small v. Fritz Co.*, 30 Cal. 4th 167 (April 7, 2003), in which the California Supreme Court created new law in the State of California for shareholders that held shares in detrimental reliance on false statements made by corporate officers. The decision was widely covered by national media including *The National Law Journal*, the *Los Angeles Times*, the *New York Times*, and the *New York Law Journal*, among others, and was heralded as a significant victory for shareholders.

Mr. Godino's successes with Glancy Prongay & Murray LLP include: *Good Morning To You Productions Corp., et al., v. Warner/Chappell Music, Inc., et al.*, Case No. 13-04460 (C.D. Cal.) (In this highly publicized case that attracted world-wide attention, Plaintiffs prevailed on their claim that the song "Happy Birthday" should be in the public domain and achieved a \$14,000,000 settlement to class members who paid a licensing fee for the song); *Ord v. First National Bank of Pennsylvania*, Case No. 12-766 (W. D. Pa.) (\$3,000,000 settlement plus injunctive relief); *Pappas v. Naked Juice Co. of Glendora, Inc.*, Case No. 11-08276 (C.D. Cal.) (\$9,000,000 settlement plus injunctive relief); *Astiana v. Kashi Company*, Case No. 11-1967 (S.D. Cal.) (\$5,000,000 settlement); *In re Magma Design Automation, Inc. Securities Litigation*, Case No. 05-2394 (N.D. Cal.) (\$13,500,000 settlement); *In re Hovnanian Enterprises, Inc. Securities Litigation*, Case No. 08-cv-0099 (D.N.J.) (\$4,000,000 settlement); *In re Skilled Healthcare Group, Inc. Securities Litigation*, Case No. 09-5416 (C.D. Cal.) (\$3,000,000 settlement); *Kelly v. Phiten USA, Inc.*, Case No. 11-67 (S.D. Iowa) (\$3,200,000 settlement plus injunctive relief); (*Shin et al., v. BMW of North America*, 2009 WL 2163509 (C.D. Cal. July 16, 2009) (after defeating a motion to dismiss, the case settled on very favorable terms for class members including free replacement of cracked wheels); *Payday Advance Plus, Inc. v. MIVA, Inc.*, Case No. 06-1923 (S.D.N.Y.) (\$3,936,812 settlement); *Esslinger, et al. v. HSBC Bank Nevada, N.A.*, Case No. 10-03213 (E.D. Pa.) (\$23,500,000 settlement); *In re Discover Payment Protection Plan Marketing and Sales Practices Litigation*, Case No. 10-06994 (\$10,500,000 settlement); *In Re: Bank of America Credit Protection Marketing and Sales Practices Litigation*, Case No. 11-md-02269 (N.D. Cal.) (\$20,000,000 settlement).

Mr. Godino was also the principal attorney in the following published decisions: *In re Zappos.com, Inc., Customer Data Sec. Breach Litigation*, 714 Fed Appx. 761 (9th Cir. 2018) (reversing order dismissing class action complaint); *Small et al., v. University Medical Center of Southern Nevada, et al.*, 2017 WL 3461364 (D. Nev. Aug. 10, 2017) (denying motion to dismiss); *Sciortino v. Pepsico, Inc.*, 108 F.Supp. 3d 780 (N.D. Cal.. June 5, 2015) (motion to dismiss denied); *Peterson v. CJ America, Inc.*, 2015 WL 11582832 (S.D. Cal. May 15, 2015) (motion to dismiss denied); *Lilly v. Jamba Juice Company*, 2014 WL 4652283 (N. D. Cal. Sep 18, 2014) (class certification granted in part); *Kramer v. Toyota Motor Corp.*, 705 F. 3d 1122 (9th Cir. 2013) (affirming denial of

Defendant's motion to compel arbitration); *Sateriale, et al. v. R.J. Reynolds Tobacco Co.*, 697 F. 3d 777 (9th Cir. 2012) (reversing order dismissing class action complaint); *Shin v. BMW of North America*, 2009 WL 2163509 (C.D. Cal. July 16, 2009) (motion to dismiss denied); *In re 2TheMart.com Securities Litigation*, 114 F. Supp. 2d 955 (C.D. Cal. 2002) (motion to dismiss denied); *In re Irvine Sensors Securities Litigation*, 2003 U.S. Dist. LEXIS 18397 (C.D. Cal. 2003) (motion to dismiss denied).

The following represent just a few of the cases Mr. Godino is currently litigating in a leadership position: *Small v. University Medical Center of Southern Nevada*, Case No. 13-00298 (D. Nev.); *Courtright, et al., v. O'Reilly Automotive Stores, Inc., et al.*, Case No. 14-334 (W.D. Mo); *Keskinen v. Edgewell Personal Care Co., et al.*, Case No. 17-07721 (C.D. CA); *Ryan v. Rodan & Fields, LLC*, Case No. 18-02505 (N.D. Cal)

MATTHEW M. HOUSTON, a partner in the firm's New York office, graduated from Boston University School of Law in 1988. Mr. Houston is an active member of the Bar of the State of New York and an inactive member of the bar for the Commonwealth of Massachusetts. Mr. Houston is also admitted to the United States District Courts for the Southern and Eastern Districts of New York and the District of Massachusetts, and the Second, Seventh, Ninth, and Eleventh Circuit Court of Appeals of the United States. Mr. Houston repeatedly has been selected as a New York Metro Super Lawyer.

Mr. Houston has substantial courtroom experience involving complex actions in federal and state courts throughout the country. Mr. Houston was co-lead trial counsel in one the few ERISA class action cases taken to trial asserting breach of fiduciary duty claims against plan fiduciaries, *Brieger et al. v. Tellabs, Inc.*, No. 06-CV-01882 (N.D. Ill.), and has successfully prosecuted many ERISA actions, including *In re Royal Ahold N.V. Securities and ERISA Litigation*, Civil Action No. 1:03-md-01539. Mr. Houston has been one of the principal attorneys litigating claims in multi-district litigation concerning employment classification of pickup and delivery drivers and primarily responsible for prosecuting ERISA class claims resulting in a \$242,000,000 settlement; *In re FedEx Ground Package Inc. Employment Practices Litigation*, No. 3:05-MD-527 (MDL 1700). Mr. Houston recently presented argument before the Eleventh Circuit Court of Appeals on behalf of a class of Florida pickup and delivery drivers obtaining a reversal of the lower court's grant of summary judgment. Mr. Houston represented the interests of Nevada and Arkansas drivers employed by FedEx Ground obtaining significant recoveries on their behalf. Mr. Houston also served as lead counsel in multi-district class litigation seeking to modify insurance claims handling practices; *In re UnumProvident Corp. ERISA Benefits Denial Actions*, No. 1:03-cv-1000 (MDL 1552).

Mr. Houston has played a principal role in numerous derivative and class actions wherein substantial benefits were conferred upon plaintiffs: *In re: Groupon Derivative Litigation*, No. 12-cv-5300 (N.D. Ill. 2012) (settlement of consolidated derivative action resulting in sweeping corporate governance reform estimated at \$159 million) *Bangari v. Lesnik, et al.*, No. 11 CH 41973 (Illinois Circuit Court, County of Cook) (settlement of claim resulting in payment of \$20 million to Career Education Corporation and implementation of extensive corporate governance reform); *In re Diamond Foods, Inc. Shareholder Litigation*, No. CGC-11-515895 (California Superior Court, County of San Francisco)

(\$10.4 million in monetary relief including a \$5.4 million clawback of executive compensation and significant corporate governance reform); *Pace American Shareholder Litigation*, 94-92 TUC-RMB (securities fraud class action settlement resulting in a recovery of \$3.75 million); *In re Bay Financial Securities Litigation*, Master File No. 89-2377-DPW, (D. Mass.) (J. Woodlock) (settlement of action based upon federal securities law claims resulting in class recovery in excess of \$3.9 million); *Goldsmith v. Technology Solutions Company*, 92 C 4374 (N.D. Ill. 1992) (J. Manning) (recovery of \$4.6 million as a result of action alleging false and misleading statements regarding revenue recognition).

In addition to numerous employment and derivative cases, Mr. Houston has litigated actions asserting breach of fiduciary duty in the context of mergers and acquisitions. Mr. Houston has been responsible for securing millions of dollars in additional compensation and structural benefits for shareholders of target companies: *In re Instinet Group, Inc. Shareholders Litigation*, C.A. No. 1289 (Delaware Court of Chancery); *Jasinover v. The Rouse Company*, Case No. 13-C-04-59594 (Maryland Circuit Court); *McLaughlin v. Household International, Inc.*, Case No. 02 CH 20683 (Illinois Circuit Court); *Sebesta v. The Quizno's Corporation*, Case No. 2001 CV 6281 (Colorado District Court); *Crandon Capital Partners v. Sanford M. Kimmel*, C.A. No. 14998 (Del. Ch.); and *Crandon Capital Partners v. Kimmel*, C.A. No. 14998 (Del. Ch. 1996) (J. Chandler) (settlement of an action on behalf of shareholders of Transnational Reinsurance Co. whereby acquiring company provided an additional \$10.4 million in merger consideration).

JASON L. KRAJCKER is a partner in the firm's Los Angeles office. He specializes in complex securities cases and has extensive experience in all phases of litigation (fact investigation, pre-trial motion practice, discovery, trial, appeal).

Prior to joining Glancy Prongay & Murray LLP, Mr. Krajcer was an Associate at Goodwin Procter LLP where he represented issuers, officers and directors in multi-hundred million and billion dollar securities cases. He began his legal career at Orrick, Herrington & Sutcliffe LLP, where he represented issuers, officers and directors in securities class actions, shareholder derivative actions, and matters before the U.S. Securities & Exchange Commission.

Mr. Krajcer is admitted to the State Bar of California, the Bar of the District of Columbia, the United States Supreme Court, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central and Southern Districts of California.

SUSAN G. KUPFER is the founding partner of the Firm's Berkeley office. Ms Kupfer joined the Firm in 2003. She is a native of New York City, and received her A.B. degree from Mount Holyoke College in 1969 and her Juris Doctor degree from Boston University School of Law in 1973. She did graduate work at Harvard Law School and, in 1977, was named Assistant Dean and Director of Clinical Programs at Harvard, supervising and teaching in that program of legal practice and related academic components.

For much of her legal career, Ms. Kupfer has been a professor of law. Her areas of academic expertise are Civil Procedure, Federal Courts, Conflict of Laws, Constitutional

Law, Legal Ethics, and Jurisprudence. She has taught at Harvard Law School, Hastings College of the Law, Boston University School of Law, Golden Gate University School of Law, and Northeastern University School of Law. From 1991 through 2002, she was a lecturer on law at the University of California, Berkeley, Boalt Hall, teaching Civil Procedure and Conflict of Laws. Her publications include articles on federal civil rights litigation, legal ethics, and jurisprudence. She has also taught various aspects of practical legal and ethical training, including trial advocacy, negotiation and legal ethics, to both law students and practicing attorneys.

Ms. Kupfer previously served as corporate counsel to The Architects Collaborative in Cambridge and San Francisco, and was the Executive Director of the Massachusetts Commission on Judicial Conduct. She returned to the practice of law in San Francisco with Morgenstein & Jubelirer and Berman DeValerio LLP before joining the Firm.

Ms. Kupfer's practice is concentrated in complex antitrust litigation. She currently serves, or has served, as Co-Lead Counsel in several multidistrict antitrust cases: *In re Photochromic Lens Antitrust Litig.* (MDL 2173, M.D. Fla. 2010); *In re Fresh and Process Potatoes Antitrust Litig.* (D. ID. 2011); *In re Korean Air Lines Antitrust Litig.* (MDL No. 1891, C.D. Cal. 2007); *In re Urethane Antitrust Litigation* (MDL 1616, D. Kan. 2004); *In re Western States Wholesale Natural Gas Litigation* (MDL 1566, D. Nev. 2005); and *Sullivan et al v. DB Investments et al* (D. N.J. 2004). She has been a member of the lead counsel teams that achieved significant settlements in: *In re Sorbates Antitrust Litigation* (\$96.5 million settlement); *In re Pillar Point Partners Antitrust Litigation* (\$50 million settlement); and *In re Critical Path Securities Litigation* (\$17.5 million settlement).

Ms. Kupfer is a member of the bar of Massachusetts and California, and is admitted to practice before the United States District Courts for the Northern, Central, Eastern and Southern Districts of California, the District of Massachusetts, the Courts of Appeals for the First and Ninth Circuits, and the U.S. Supreme Court.

CHARLES H. LINEHAN is a partner in the firm's Los Angeles office. He graduated summa cum laude from the University of California, Los Angeles with a Bachelor of Arts degree in Philosophy and a minor in Mathematics. Mr. Linehan received his Juris Doctor degree from the UCLA School of Law, where he was a member of the UCLA Moot Court Honors Board. While attending law school, Mr. Linehan participated in the school's First Amendment Amicus Brief Clinic (now the Scott & Cyan Banister First Amendment Clinic) where he worked with nationally recognized scholars and civil rights organizations to draft amicus briefs on various Free Speech issues.

GREGORY B. LINKH works out of the New York office, where he litigates antitrust, securities, shareholder derivative, and consumer cases. Greg graduated from the State University of New York at Binghamton in 1996 and from the University of Michigan Law School in 1999. While in law school, Greg externed with United States District Judge Gerald E. Rosen of the Eastern District of Michigan. Greg was previously associated with the law firms Dewey Ballantine LLP, Pomerantz Haudek Block Grossman & Gross LLP, and Murray Frank LLP.

Previously, Greg had significant roles in *In re Merrill Lynch & Co., Inc. Research Reports Securities Litigation* (settled for \$125 million); *In re Crompton Corp. Securities Litigation* (settled \$11 million); *Lowry v. Andrx Corp.* (settled for \$8 million); *In re Xybernaut Corp. Securities MDL Litigation* (settled for \$6.3 million); and *In re EIS Int'l Inc. Securities Litigation* (settled for \$3.8 million). Greg also represented the West Virginia Investment Management Board ("WVIMB") in *WVIMB v. Residential Accredited Loans, Inc., et al.*, relating to the WVIMB's investment in residential mortgage-backed securities.

Currently, Greg is litigating various antitrust and securities cases, including *In re Korean Ramen Antitrust Litigation*, *In re Automotive Parts Antitrust Litigation*, and *In re Horsehead Holding Corp. Securities Litigation*.

Greg is the co-author of *Inherent Risk In Securities Cases In The Second Circuit*, NEW YORK LAW JOURNAL (Aug. 26, 2004); and *Staying Derivative Action Pursuant to PSLRA and SLUSA*, NEW YORK LAW JOURNAL, P. 4, COL. 4 (Oct. 21, 2005).

BRIAN MURRAY is the managing partner of the Firm's New York Park Avenue office and the head of the Firm's Antitrust Practice Group. He received Bachelor of Arts and Master of Arts degrees from the University of Notre Dame in 1983 and 1986, respectively. He received a Juris Doctor degree, *cum laude*, from St. John's University School of Law in 1990. At St. John's, he was the Articles Editor of the ST. JOHN'S LAW REVIEW. Mr. Murray co-wrote: *Jurisdição Estrangeira Tem Papel Relevante Na De Fiesa De Investidores Brasileiros*, ESPAÇA JURÍDICO BOVESPA (August 2008); *The Proportionate Trading Model: Real Science or Junk Science?*, 52 CLEVELAND ST. L. REV. 391 (2004-05); *The Accident of Efficiency: Foreign Exchanges, American Depository Receipts, and Space Arbitrage*, 51 BUFFALO L. REV. 383 (2003); *You Shouldn't Be Required To Plead More Than You Have To Prove*, 53 BAYLOR L. REV. 783 (2001); *He Lies, You Die: Criminal Trials, Truth, Perjury, and Fairness*, 27 NEW ENGLAND J. ON CIVIL AND CRIMINAL CONFINEMENT 1 (2001); *Subject Matter Jurisdiction Under the Federal Securities Laws: The State of Affairs After Itoba*, 20 MARYLAND J. OF INT'L L. AND TRADE 235 (1996); *Determining Excessive Trading in Option Accounts: A Synthetic Valuation Approach*, 23 U. DAYTON L. REV. 316 (1997); *Loss Causation Pleading Standard*, NEW YORK LAW JOURNAL (Feb. 25, 2005); *The PSLRA 'Automatic Stay' of Discovery*, NEW YORK LAW JOURNAL (March 3, 2003); and *Inherent Risk In Securities Cases In The Second Circuit*, NEW YORK LAW JOURNAL (Aug. 26, 2004). He also authored *Protecting The Rights of International Clients in U.S. Securities Class Action Litigation*, INTERNATIONAL LITIGATION NEWS (Sept. 2007); *Lifting the PSLRA "Automatic Stay" of Discovery*, 80 N. DAK. L. REV. 405 (2004); *Aftermarket Purchaser Standing Under § 11 of the Securities Act of 1933*, 73 ST. JOHN'S L. REV. 633 (1999); *Recent Rulings Allow Section 11 Suits By Aftermarket Securities Purchasers*, NEW YORK LAW JOURNAL (Sept. 24, 1998); and *Comment, Weissmann v. Freeman: The Second Circuit Errs in its Analysis of Derivative Copy-rights by Joint Authors*, 63 ST. JOHN'S L. REV. 771 (1989).

Mr. Murray was on the trial team that prosecuted a securities fraud case under Section 10(b) of the Securities Exchange Act of 1934 against Microdyne Corporation in the Eastern District of Virginia and he was also on the trial team that presented a claim under

Section 14 of the Securities Exchange Act of 1934 against Artek Systems Corporation and Dynatach Group which settled midway through the trial.

Mr. Murray's major cases include *In re Horsehead Holding Corp. Sec. Litig.*, No. 16-cv-292, 2018 WL 4838234 (D. Del. Oct. 4, 2018) (recommending denial of motion to dismiss securities fraud claims where company's generic cautionary statements failed to adequately warn of known problems); *In re Deutsche Bank Sec. Litig.*, --- F.R.D. ---, 2018 WL 4771525 (S.D.N.Y. Oct. 2, 2018) (granting class certification for Securities Act claims and rejecting defendants' argument that class representatives' trading profits made them atypical class members); *Robb v. Fitbit Inc.*, 216 F. Supp. 3d 1017 (N.D. Cal. 2016) (denying motion to dismiss securities fraud claims where confidential witness statements sufficiently established scienter); *In re Eagle Bldg. Tech. Sec. Litig.*, 221 F.R.D. 582 (S.D. Fla. 2004), 319 F. Supp. 2d 1318 (S.D. Fla. 2004) (complaint against auditor sustained due to magnitude and nature of fraud; no allegations of a "tip-off" were necessary); *In re Turkcell Iletisim A.S. Sec. Litig.*, 209 F.R.D. 353 (S.D.N.Y. 2002) (defining standards by which investment advisors have standing to sue); *In re Turkcell Iletisim A.S. Sec. Litig.*, 202 F. Supp. 2d 8 (S.D.N.Y. 2001) (liability found for false statements in prospectus concerning churn rates); *Feiner v. SS&C Tech., Inc.*, 11 F. Supp. 2d 204 (D. Conn. 1998) (qualified independent underwriters held liable for pricing of offering); *Malone v. Microdyne Corp.*, 26 F.3d 471 (4th Cir. 1994) (reversal of directed verdict for defendants); and *Adair v. Bristol Tech. Systems, Inc.*, 179 F.R.D. 126 (S.D.N.Y. 1998) (aftermarket purchasers have standing under section 11 of the Securities Act of 1933). Mr. Murray also prevailed on an issue of first impression in the Superior Court of Massachusetts, in *Cambridge Biotech Corp. v. Deloitte and Touche LLP*, in which the court applied the doctrine of continuous representation for statute of limitations purposes to accountants for the first time in Massachusetts. 6 Mass. L. Rptr. 367 (Mass. Super. Jan. 28, 1997). In addition, in *Adair v. Microfield Graphics, Inc.* (D. Or.), Mr. Murray settled the case for 47% of estimated damages. In the *Qiao Xing Universal Telephone* case, claimants received 120% of their recognized losses.

Among his current cases, Mr. Murray represents a class of investors in a securities litigation involving preferred shares of Deutsche Bank and is lead counsel in a securities class action against Horsehead Holdings, Inc. in the District of Delaware.

Mr. Murray served as a Trustee of the Incorporated Village of Garden City (2000-2002); Commissioner of Police for Garden City (2000-2001); Co-Chairman, Derivative Suits Subcommittee, American Bar Association Class Action and Derivative Suits Committee, (2007-2010); Member, Sports Law Committee, Association of the Bar for the City of New York, 1994-1997; Member, Litigation Committee, Association of the Bar for the City of New York, 2003-2007; Member, New York State Bar Association Committee on Federal Constitution and Legislation, 2005-2008; Member, Federal Bar Council, Second Circuit Committee, 2007-present.

Mr. Murray has been a panelist at CLEs sponsored by the Federal Bar Council and the Institute for Law and Economic Policy, at the German-American Lawyers Association Annual Meeting in Frankfurt, Germany, and is a frequent lecturer before institutional investors in Europe and South America on the topic of class actions.

ROBERT V. PRONGAY is a partner in the Firm's Los Angeles office where he focuses on the investigation, initiation, and prosecution of complex securities cases on behalf of institutional and individual investors. Mr. Prongay's practice concentrates on actions to recover investment losses resulting from violations of the federal securities laws and various actions to vindicate shareholder rights in response to corporate and fiduciary misconduct.

Mr. Prongay has extensive experience litigating complex cases in state and federal courts nationwide. Since joining the Firm, Mr. Prongay has successfully recovered millions of dollars for investors victimized by securities fraud and has negotiated the implementation of significant corporate governance reforms aimed at preventing the recurrence of corporate wrongdoing.

Mr. Prongay was recently recognized as one of thirty lawyers included in the Daily Journal's list of Top Plaintiffs Lawyers in California for 2017. Several of Mr. Prongay's cases have received national and regional press coverage. Mr. Prongay has been interviewed by journalists and writers for national and industry publications, ranging from *The Wall Street Journal* to the *Los Angeles Daily Journal*. Mr. Prongay has appeared as a guest on Bloomberg Television where he was interviewed about the securities litigation stemming from the high-profile initial public offering of Facebook, Inc.

Mr. Prongay received his Bachelor of Arts degree in Economics from the University of Southern California and his Juris Doctor degree from Seton Hall University School of Law. Mr. Prongay is also an alumnus of the Lawrenceville School.

DANIELLA QUITT, a partner in the firm's New York office, graduated from Fordham University School of Law in 1988, is a member of the Bar of the State of New York, and is also admitted to the United States District Courts for the Southern and Eastern Districts of New York, the United States Court of Appeals for the Second, Fifth, and Ninth Circuits, and the United States Supreme Court.

Ms. Quitt has extensive experience in successfully litigating complex class actions from inception to trial and has played a significant role in numerous actions wherein substantial benefits were conferred upon plaintiff shareholders, such as *In re Safety-Kleen Corp. Stockholders Litigation*, (D.S.C.) (settlement fund of \$44.5 million); *In re Laidlaw Stockholders Litigation*, (D.S.C.) (settlement fund of \$24 million); *In re UNUMProvident Corp. Securities Litigation*, (D. Me.) (settlement fund of \$45 million); *In re Harnischfeger Industries* (E.D. Wisc.) (settlement fund of \$10.1 million); *In re Oxford Health Plans, Inc. Derivative Litigation*, (S.D.N.Y.) (settlement benefit of \$13.7 million and corporate therapeutics); *In re JWP Inc. Securities Litigation*, (S.D.N.Y.) (settlement fund of \$37 million); *In re Home Shopping Network, Inc., Derivative Litigation*, (S.D. Fla.) (settlement benefit in excess of \$20 million); *In re Graham-Field Health Products, Inc. Securities Litigation*, (S.D.N.Y.) (settlement fund of \$5.65 million); *Benjamin v. Carusona*, (E.D.N.Y.) (prosecuted action on behalf of minority shareholders which resulted in a change of control from majority-controlled management at Gurney's Inn Resort & Spa Ltd.); *In re Rexel Shareholder Litigation*, (Sup. Ct. N.Y. County) (settlement benefit in excess of \$38

million); and *Croyden Assoc. v. Tesoro Petroleum Corp., et al.*, (Del. Ch.) (settlement benefit of \$19.2 million).

In connection with the settlement of *Alessi v. Beracha*, (Del. Ch.), a class action brought on behalf of the former minority shareholders of Earthgrains, Chancellor Chandler commented: "I give credit where credit is due, Ms. Quitt. You did a good job and got a good result, and you should be proud of it."

Ms. Quitt has focused her practice on shareholder rights, securities class actions, and ERISA class actions but also handles general commercial and consumer litigation. Ms. Quitt serves as a member of the S.D.N.Y. ADR Panel and has been consistently selected as a New York Metro Super Lawyer.

JONATHAN M. ROTTER leads the Firm's intellectual property litigation practice and has extensive experience in class action litigation, including in the fields of data privacy, digital content, securities, consumer protection, and antitrust. His cases often involve technical and scientific issues, and he excels at the critical skill of understanding and organizing complex subject matter in a way helpful to judges, juries, and ultimately, the firm's clients. Since joining the firm, he has played a key role in cases recovering over \$100 million. He handles cases on contingency, partial contingency, and hourly bases, and works collaboratively with other lawyers and law firms across the country.

Before joining the firm, Mr. Rotter served for three years as the first Patent Pilot Program Law Clerk at the United States District Court for the Central District of California, both in Los Angeles and Orange County. There, he assisted the Honorable S. James Otero, Andrew J. Guilford, George H. Wu, John A. Kronstadt, and Beverly Reid O'Connell with hundreds of patent cases in every major field of technology, from complaint to post-trial motions, advised on case management strategy, and organized and provided judicial education. Mr. Rotter also served as a law clerk for the Honorable Milan D. Smith, Jr. on the United States Court of Appeals for the Ninth Circuit, working on the full range of matters handled by the Circuit.

Before his service to the courts, Mr. Rotter practiced at an international law firm, where he argued appeals at the Federal Circuit, Ninth Circuit, and California Court of Appeal, tried cases, argued motions, and managed all aspects of complex litigation. He also served as a volunteer criminal prosecutor for the Los Angeles City Attorney's Office.

Mr. Rotter graduated with honors from Harvard Law School in 2004. He served as an editor of the Harvard Journal of Law & Technology, was a Fellow in Law and Economics at the John M. Olin Center for Law, Economics, and Business at Harvard Law School, and a Fellow in Justice, Welfare, and Economics at the Harvard University Weatherhead Center For International Affairs. He graduated with honors from the University of California, San Diego in 2000 with a B.S. in molecular biology and a B.A. in music.

Mr. Rotter serves on the Merit Selection Panel for Magistrate Judges in the Central District of California, and served on the Model Patent Jury Instructions and Model Patent Local Rules subcommittees of the American Intellectual Property Law Association. He has

written extensively on intellectual property issues, and has been honored for his work with legal service organizations. He is admitted to practice in California and before the United States Courts of Appeals for the First, Second, Ninth and Federal Circuits, the United States District Courts for the Northern, Central, and Southern Districts of California, and the United States Patent & Trademark Office.

KEVIN F. RUF graduated from the University of California at Berkeley with a Bachelor of Arts in Economics and earned his Juris Doctor degree from the University of Michigan. He was an associate at the Los Angeles firm Manatt Phelps and Phillips from 1988 until 1992, where he specialized in commercial litigation. In 1993, he joined the firm Corbin & Fitzgerald (with future federal district court Judge Michael Fitzgerald) specializing in white collar criminal defense work.

Kevin joined the Glancy firm in 2001 and works on a diverse range of trial and appellate cases; he is also head of the firm's Labor practice. Kevin has successfully argued a number of important appeals, including in the 9th Circuit Court of Appeals. He has twice argued cases before the California Supreme Court – winning both.

In *Smith v. L'Oreal* (2006), after Kevin's winning arguments, the California Supreme Court established a fundamental right of all California workers to immediate payment of all earnings at the conclusion of their employment.

Kevin gave the winning oral argument in one of the most talked about and wide-reaching California Supreme Court cases of recent memory: *Lee v. Dynamex* (2018). The Dynamex decision altered 30 years of California law and established a new definition of employment that brings more workers within the protections of California's Labor Code. The California legislature was so impressed with the Dynamex result that promulgated AB5, a statute to formalize this new definition of employment and expand its reach.

Kevin won the prestigious California Lawyer of the Year (CLAY) award in 2019 for his work on the *Dynamex* case.

In 2021, Kevin was named by California's legal paper of record, the Daily Journal, as one of 18 California "Lawyers of the Decade."

Kevin has been named three times as one of the Daily Journal's "Top 75 Employment Lawyers."

Since 2014, Kevin has been an elected member of the Ojai Unified School District Board of Trustees. Kevin was also a Main Company Member of the world-famous Groundlings improv and sketch comedy troupe – where "everyone else got famous."

BENJAMIN I. SACHS-MICHAELS, a partner in the firm's New York office, graduated from Benjamin N. Cardozo School of Law in 2011. His practice focuses on shareholder derivative litigation and class actions on behalf of shareholders and consumers.

While in law school, Mr. Sachs-Michaels served as a judicial intern to Senior United States District Judge Thomas J. McAvoy in the United States District Court for the Northern District of New York and was a member of the Cardozo Journal of Conflict Resolution.

Mr. Sachs-Michaels is a member of the Bar of the State of New York. He is also admitted to the United States District Courts for the Southern and Eastern Districts of New York and the United States Court of Appeals for the Second Circuit.

CASEY E. SADLER is a native of New York, New York. After graduating from the University of Southern California, Gould School of Law, Mr. Sadler joined the Firm in 2010. While attending law school, Mr. Sadler externed for the Enforcement Division of the Securities and Exchange Commission, spent a summer working for P.H. Parekh & Co. – one of the leading appellate law firms in New Delhi, India – and was a member of USC's Hale Moot Court Honors Program.

Mr. Sadler's practice focuses on securities and consumer litigation. A partner in the Firm's Los Angeles office, Mr. Sadler is admitted to the State Bar of California and the United States District Courts for the Northern, Southern, and Central Districts of California.

EX KANO S. SAMS II earned his Bachelor of Arts degree in Political Science from the University of California Los Angeles. Mr. Sams earned his Juris Doctor degree from the University of California Los Angeles School of Law, where he served as a member of the *UCLA Law Review*. After law school, Mr. Sams practiced class action civil rights litigation on behalf of plaintiffs. Subsequently, Mr. Sams was a partner at Coughlin Stoia Geller Rudman & Robbins LLP (currently Robbins Geller Rudman & Dowd LLP), where his practice focused on securities and consumer class actions on behalf of investors and consumers.

During his career, Mr. Sams has served as lead counsel in dozens of securities class actions and complex-litigation cases, and has worked on cases at all levels of the state and federal court systems throughout the United States. Mr. Sams was one of the counsel for respondents in *Cyan, Inc. v. Beaver Cty. Employees Ret. Fund*, 138 S. Ct. 1061 (2018), in which the United States Supreme Court ruled unanimously in favor of respondents, holding that: (1) the Securities Litigation Uniform Standards Act of 1998 ("SLUSA") does not strip state courts of jurisdiction over class actions alleging violations of only the Securities Act of 1933; and (2) SLUSA does not empower defendants to remove such actions from state to federal court. Mr. Sams also participated in a successful appeal before a Fifth Circuit panel that included former United States Supreme Court Justice Sandra Day O'Connor sitting by designation, in which the court unanimously vacated the lower court's denial of class certification, reversed the lower court's grant of summary judgment, and issued an important decision on the issue of loss causation in securities litigation: *Alaska Electrical Pension Fund v. Flowserve Corp.*, 572 F.3d 221 (5th Cir. 2009). The case settled for \$55 million.

Mr. Sams has also obtained other significant results. Notable examples include: *Beezley v. Fenix Parts, Inc.*, No. 1:17-CV-7896, 2018 WL 3454490 (N.D. Ill. July 13, 2018) (denying motion to dismiss); *In re Flowers Foods, Inc. Sec. Litig.*, No. 7:16-CV-222 (WLS),

2018 WL 1558558 (M.D. Ga. Mar. 23, 2018) (largely denying motion to dismiss; case settled for \$21 million); *In re King Digital Entm't plc S'holder Litig.*, No. CGC-15-544770 (San Francisco Superior Court) (case settled for \$18.5 million); *In re Castlight Health, Inc. S'holder Litig.*, Lead Case No. CIV533203 (California Superior Court, County of San Mateo) (case settled for \$9.5 million); *Wiley v. Envivio, Inc.*, Master File No. CIV517185 (California Superior Court, County of San Mateo) (case settled for \$8.5 million); *In re CafePress Inc. S'holder Litig.*, Master File No. CIV522744 (California Superior Court, County of San Mateo) (case settled for \$8 million); *Estate of Gardner v. Continental Casualty Co.*, No. 3:13-cv-1918 (JBA), 2016 WL 806823 (D. Conn. Mar. 1, 2016) (granting class certification); *Forbush v. Goodale*, No. 33538/2011, 2013 WL 582255 (N.Y. Sup. Feb. 4, 2013) (denying motions to dismiss); *Curry v. Hansen Med., Inc.*, No. C 09-5094 CW, 2012 WL 3242447 (N.D. Cal. Aug. 10, 2012) (upholding complaint; case settled for \$8.5 million); *Wilkof v. Caraco Pharm. Labs., Ltd.*, 280 F.R.D. 332 (E.D. Mich. 2012) (granting class certification); *Puskala v. Koss Corp.*, 799 F. Supp. 2d 941 (E.D. Wis. 2011) (upholding complaint); *Mishkin v. Zynex Inc.*, Civil Action No. 09-cv-00780-REB-KLM, 2011 WL 1158715 (D. Colo. Mar. 30, 2011) (denying motion to dismiss); and *Tsirekidze v. Syntax-Brilliant Corp.*, No. CV-07-02204-PHX-FJM, 2009 WL 2151838 (D. Ariz. July 17, 2009) (granting class certification; case settled for \$10 million).

Additionally, Mr. Sams has successfully represented consumers in class action litigation. Mr. Sams worked on nationwide litigation and a trial against major tobacco companies, and in statewide tobacco litigation that resulted in a \$12.5 billion recovery for California cities and counties in a landmark settlement. He also was a principal attorney in a consumer class action against one of the largest banks in the country that resulted in a substantial recovery and a change in the company's business practices. Mr. Sams also participated in settlement negotiations on behalf of environmental organizations along with the United States Department of Justice and the Ohio Attorney General's Office that resulted in a consent decree requiring a company to perform remediation measures to address the effects of air and water pollution. Additionally, Mr. Sams has been an author or co-author of several articles in major legal publications, including "9th Circuit Decision Clarifies Securities Fraud Loss Causation Rule" published in the February 8, 2018 issue of the *Daily Journal*, and "Market Efficiency in the World of High-Frequency Trading" published in the December 26, 2017 issue of the *Daily Journal*.

LEANNE HEINE SOLISH is a partner in GPM's Los Angeles office. Her practice focuses on complex securities litigation.

Ms. Solish has extensive experience litigating complex cases in federal courts nationwide. Since joining GPM in 2012, Ms. Solish has helped secure several large class action settlements for injured investors, including: *The City of Farmington Hills Employees Retirement System v. Wells Fargo Bank*, Case No. 10-4372--DWF/JJG (D. Minn.) (\$62.5 million settlement on behalf of participants in Wells Fargo's securities lending program. The settlement was reached on the eve of trial and ranked among the largest recoveries achieved in a securities lending class action stemming from the 2008 financial crisis.); *Mild v. PPG Industries, Inc. et al.*, Case No. 2:18-cv-04231 (C.D. Cal.) (\$25 million settlement); *In re Penn West Petroleum Ltd. Securities Litigation*, Case No. 1:14-cv-06046-JGK (S.D.N.Y.) (\$19 million settlement for the U.S. shareholder class as part of a

\$39 million global settlement); *In re ITT Educational Services, Inc. Securities Litigation (Indiana)*, Case No. 1:14-cv-01599-TWP-DML (\$12.5375 million settlement); *In re Doral Financial Corporation Securities Litigation*, Case No. 3:14-cv-01393-GAG (D.P.R.) (\$7 million settlement); *Larson v. Insys Therapeutics Incorporated, et al.*, Lead Case No. 14-cv-01043-PHX-GMS (D. Ariz.) (\$6.125 million settlement); *In re Unilife Corporation Securities Litigation*, Case No. 1:16-cv-03976-RA (\$4.4 million settlement); and *In re K12 Inc. Securities Litigation*, Case No. 4:16-cv-04069-PJH (N.D. Cal.) (\$3.5 million settlement).

Super Lawyers Magazine has selected Ms. Solish as a “Rising Star” in the area of Securities Litigation for the past four consecutive years, 2016 through 2019.

Ms. Solish graduated *summa cum laude* with a B.S.M. in Accounting and Finance from Tulane University, where she was a member of the Beta Alpha Psi honors accounting organization and was inducted into the Beta Gamma Sigma Business Honors Society. Ms. Solish subsequently earned her J.D. from the University of Texas School of Law.

Ms. Solish is admitted to the State Bar of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Northern, and Southern Districts of California. Ms. Solish is also a Registered Certified Public Accountant in Illinois.

GARTH A. SPENCER's work focuses on securities litigation on behalf of investors, as well as whistleblower, consumer and antitrust matters for plaintiffs. He has substantially contributed to a number of GPM's successful cases, including *Robb v. Fitbit Inc.* (N.D. Cal.) (\$33 million settlement). Mr. Spencer joined the firm's New York office in 2016, and transferred to Los Angeles in 2020. Prior to joining GPM, he worked in the tax group of a transactional law firm, and pursued tax whistleblower matters as a sole practitioner.

DAVID J. STONE has a broad background in complex commercial litigation, with particular focus on litigating corporate fiduciary claims, securities, and contract matters. Mr. Stone maintains a versatile practice in state and federal courts, representing clients in a wide-range of matters, including corporate derivative actions, securities class actions, litigating claims arising from master limited partnership “drop down” transactions, litigating consumer class actions (including data breach claims) litigating complex debt instruments, fraudulent conveyance actions, and appeals. Mr. Stone also has developed a specialized practice in litigation on behalf of post-bankruptcy confirmation trusts, including investigating and prosecuting D&O claims and general commercial litigation. In addition, Mr. Stone counsels clients on general business matters, including contract negotiation and corporate organization.

Mr. Stone graduated from Boston University School of Law in 1994 and was the Law Review Editor. He earned his B.A. at Tufts University in 1988, graduating *cum laude*. Following law school, Mr. Stone served as a clerk to the Honorable Joseph Tauro, then Chief Judge of the U.S. District Court for the District of Massachusetts. Prior to joining GPM, Mr. Stone practiced at international law firms Cravath, Swaine & Moore LLP, Morrison & Foerster LLP, and Greenberg Traurig LLP.

Mr. Stone is a member of the bar in New York and California, and is admitted to practice before the United States District Courts for the Southern and Eastern Districts of New York, the Northern, Southern, and Central Districts of California, and the Court of Appeals for the Second and Third Circuits.

KARA M. WOLKE is a partner in the firm's Los Angeles office. Ms. Wolke specializes in complex litigation, including the prosecution of securities fraud, derivative, consumer, and wage and hour class actions. She also has extensive experience in appellate advocacy in both State and Federal Circuit Courts of Appeals.

With over fifteen years of experience in financial class action litigation, Ms. Wolke has helped to recover hundreds of millions of dollars for injured investors, consumers, and employees. Notable cases include: *Christine Asia Co. Ltd., et al. v. Jack Yun Ma, et al.*, Case No. 15-md-02631 (S.D.N.Y.) (\$250 million securities class action settlement); *Farmington Hills Employees' Retirement System v. Wells Fargo Bank*, Case No. 10-4372 (D. Minn.) (\$62.5 million settlement on behalf of participants in Wells Fargo's securities lending program. The settlement was reached on the eve of trial and ranked among the largest recoveries achieved in a securities lending class action stemming from the 2008 financial crisis.); *Schleicher, et al. v. Wendt, et al.* (Conseco), Case No. 02-cv-1332 (S.D. Ind.) (\$41.5 million securities class action settlement); *Lapin v. Goldman Sachs*, Case No. 03-850 (S.D.N.Y.) (\$29 million securities class action settlement); *In Re: Mannkind Corporation Securities Litigation*, Case No. 11-929 (C.D. Cal) (approximately \$22 million settlement – \$16 million in cash plus stock); *Jenson v. First Trust Corp.*, Case No. 05-3124 (C.D. Cal.) (\$8.5 million settlement of action alleging breach of fiduciary duty and breach of contract against trust company on behalf of a class of elderly investors); and *Pappas v. Naked Juice Co.*, Case No. 11-08276 (C.D. Cal.) (\$9 million settlement in consumer class action alleging misleading labeling of juice products as "All Natural").

Ms. Wolke has been named a Super Lawyers "Rising Star," and her work on behalf of investors has earned her recognition as a LawDragon Leading Plaintiff Financial Lawyer for 2019 and 2020.

With a background in intellectual property, Ms. Wolke was a part of the team of lawyers who successfully challenged the claim of copyright ownership to the song "*Happy Birthday to You*" on behalf of artists and filmmakers who had been forced to pay hefty licensing fees to publicly sing the world's most famous song. In the resolution of that action, the defendant music publishing company funded a settlement of \$14 million and, significantly, agreed to relinquish the song to the public domain. Previously, Ms. Wolke penned an article regarding the failure of U.S. Copyright Law to provide an important public performance right in sound recordings, 7 Vand. J. Ent. L. & Prac. 411, which was nationally recognized and received an award by the American Bar Association and the Grammy® Foundation.

Committed to the provision of legal services to the poor, disadvantaged, and other vulnerable or disenfranchised individuals and groups, Ms. Wolke also oversees the Firm's *pro bono practice*. Ms. Wolke currently serves as a volunteer attorney for KIND (Kids In Need of Defense), representing unaccompanied immigrant and refugee children in

custody and deportation proceedings, and helping them to secure legal permanent residency status in the U.S.

Ms. Wolke graduated *summa cum laude* with a Bachelor of Science in Economics from The Ohio State University in 2001. She subsequently earned her J.D. (with honors) from Ohio State, where she was active in Moot Court and received the Dean's Award for Excellence during each of her three years.

Ms. Wolke is admitted to the State Bar of California, the Ninth Circuit Court of Appeals, as well as the United States District Courts for the Northern, Southern, and Central Districts of California. She lives with her husband and two sons in Los Angeles.

OF COUNSEL

PETER A. BINKOW has prosecuted lawsuits on behalf of consumers and investors in state and federal courts throughout the United States. He served as Lead or Co-Lead Counsel in many class action cases, including: *In re Mercury Interactive Securities Litigation* (\$117.5 million recovery); *The City of Farmington Hills Retirement System v Wells Fargo* (\$62.5 million recovery); *Schleicher v Wendt* (Conseco Securities litigation - \$41.5 million recovery); *Lapin v Goldman Sachs* (\$29 million recovery); *In re Heritage Bond Litigation* (\$28 million recovery); *In re National Techteam Securities Litigation* (\$11 million recovery for investors); *In re Lason Inc. Securities Litigation* (\$12.68 million recovery), *In re ESC Medical Systems, Ltd. Securities Litigation* (\$17 million recovery); and many others. In *Schleicher v Wendt*, Mr. Binkow successfully argued the seminal Seventh Circuit case on class certification, in an opinion authored by Chief Judge Frank Easterbrook. He has argued and/or prepared appeals before the Ninth Circuit, Seventh Circuit, Sixth Circuit and Second Circuit Courts of Appeals.

Mr. Binkow joined the Firm in 1994. He was born on August 16, 1965 in Detroit, Michigan. Mr. Binkow obtained a Bachelor of Arts degree from the University of Michigan in 1988 and a Juris Doctor degree from the University of Southern California in 1994.

MARK S. GREENSTONE specializes in consumer, financial fraud and employment-related class actions. Possessing significant law and motion and trial experience, Mr. Greenstone has represented clients in multi-million dollar disputes in California state and federal courts, as well as the Court of Federal Claims in Washington, D.C.

Mr. Greenstone received his training as an associate at Sheppard, Mullin, Richter & Hampton LLP where he specialized in complex business litigation relating to investment management, government contracts and real estate. Upon leaving Sheppard Mullin, Mr. Greenstone founded an internet-based company offering retail items on multiple platforms nationwide. He thereafter returned to law bringing a combination of business and legal skills to his practice.

Mr. Greenstone graduated Order of the Coif from the UCLA School of Law. He also received his undergraduate degree in Political Science from UCLA, where he graduated Magna Cum Laude and was inducted into the Phi Beta Kappa honor society.

Mr. Greenstone is a member of the Consumer Attorneys Association of Los Angeles, the Santa Monica Bar Association and the Beverly Hills Bar Association. He is admitted to practice in state and federal courts throughout California.

ROBERT I. HARWOOD, Of Counsel to the firm, graduated from William and Mary Law School in 1971, and has specialized in securities law and securities litigation since beginning his career in 1972 at the Enforcement Division of the New York Stock Exchange. Mr. Harwood was a founding member of Harwood Feffer LLP. He has prosecuted numerous securities, class, derivative, and ERISA actions. He is a member of the Trial Lawyers' Section of the New York State Bar Association and has served as a guest lecturer at trial advocacy programs sponsored by the Practising Law Institute. In a statewide survey of his legal peers published by Super Lawyers Magazine, Mr. Harwood has been consistently selected as a "New York Metro Super Lawyer." Super Lawyers are the top five percent of attorneys in New York, as chosen by their peers and through the independent research. He is also a Member of the Board of Directors of the MFY Legal Services Inc., which provides free legal representation in civil matters to the poor and the mentally ill in New York City. Since 1999, Mr. Harwood has also served as a Village Justice for the Village of Dobbs Ferry, New York.

Commenting on Mr. Harwood's abilities, in *In re Royal Dutch/Shell Transport ERISA Litigation*, (D.N.J.), Judge Bissell stated:

the Court knows the attorneys in the firms involved in this matter and they are highly experienced and highly skilled in matters of this kind. Moreover, in this case it showed. Those efforts were vigorous, imaginative and prompt in reaching the settlement of this matter with a minimal amount of discovery.... So both skill and efficiency were brought to the table here by counsel, no doubt about that.

Likewise, Judge Hurley stated in connection with *In re Olsten Corporation Securities Litigation*, No. 97 CV-5056 (E.D.N.Y. Aug. 31, 2001), wherein a settlement fund of \$24.1 million was created: "The quality of representation here I think has been excellent." Mr. Harwood was lead attorney in *Meritt v. Eckerd*, No. 86 Civ. 1222 (E.D.N.Y. May 30, 1986), where then Chief Judge Weinstein observed that counsel conducted the litigation with "speed and skill" resulting in a settlement having a value "in the order of \$20 Million Dollars." Mr. Harwood prosecuted the *Hoeniger v. Aylsworth* class action litigation in the United States District Court for the Western District of Texas (No. SA-86-CA-939), which resulted in a settlement fund of \$18 million and received favorable comment in the August 14, 1989 edition of *The Wall Street Journal* ("*Prospector Fund Finds Golden Touch in Class Action Suit*" p. 18, col. 1). Mr. Harwood served as co-lead counsel in *In Re Interco Incorporated Shareholders Litigation*, Consolidated C.A. No. 10111 (Delaware Chancery Court) (May 25, 1990), resulting in a settlement of \$18.5 million, where V.C. Berger found, "This is a case that has an extensive record that establishes it was very hard fought. There were intense efforts made by plaintiffs' attorneys and those efforts bore very significant fruit in the face of serious questions as to ultimate success on the merits."

Mr. Harwood served as lead counsel in *Morse v. McWhorter* (Columbia/HCA Healthcare Securities Litigation), (M.D. Tenn.), in which a settlement fund of \$49.5 million was created for the benefit of the Class, as well as *In re Bank One Securities Litigation*, (N.D. Ill.), which resulted in the creation of a \$45 million settlement fund. Mr. Harwood also served as co-lead counsel in *In re Safety-Kleen Corp. Stockholders Litigation*, (D.S.C.), which resulted in a settlement fund of \$44.5 million; *In re Laidlaw Stockholders Litigation*, (D.S.C.), which resulted in a settlement fund of \$24 million; *In re AIG ERISA Litigation*, (S.D.N.Y.), which resulted in a settlement fund of \$24.2 million; *In re JWP Inc. Securities Litigation*, (S.D.N.Y.), which resulted in a \$37 million settlement fund; *In re Oxford Health Plans, Inc. Derivative Litigation*, (S.D.N.Y.), which resulted in a settlement benefit of \$13.7 million and corporate therapeutics; and *In re UNUMProvident Corp. Securities Litigation*, (D. Me.), which resulted in the creation of settlement fund of \$45 million. Mr. Harwood has also been one of the lead attorneys in litigating claims in *In re FedEx Ground Package Inc. Employment Practices Litigation*, No. 3:05-MD-527 (MDL 1700), a multi-district litigation concerning employment classification of pickup and delivery drivers which resulted in a \$242,000,000 settlement.

ERIKA SHAPIRO has extensive experience in a broad range of litigation matters. Until 2019, Ms. Shapiro's work primarily focused on complex antitrust cases involving pharmaceutical companies, and through this work, she helped successfully defend pharmaceutical companies against antitrust and unfair competition allegations, with a particular concentration on the Hatch-Waxman Act, product hopping, and reverse payment settlement allegations. As of 2019, Ms. Shapiro has represented clients in a vast array of litigation, including commercial real estate matters, with a particular focus on the global COVID-19 pandemic's impact on commercial real estate, bankruptcy matters, commercial litigation involving breach of contract, tort, trademark infringement, and trusts and estates law with a focus on will contests. Ms. Shapiro has further managed multiple cases defending physicians and hospitals against allegations of malpractice.

Ms. Shapiro is committed to the academic community, and is the Founder and CEO of Study Songs, an app aimed at helping students study for the multistate bar exam through melodies contained in over 80 original songs and through pop-up definitions of over 1200 legal terms and concepts.

Ms. Shapiro's publications include: *Third Circuit Holds, "Give Peace a Chance": The De Beers Litigation and the Potential Power of Settlement*, Jack E. Pace, III, Erika L. Shapiro, 27-SPG Antitrust 48 (2013).

Ms. Shapiro graduated from Washington University in St. Louis with a Bachelor of Arts degree. She received her Juris Doctor degree from Georgetown University Law Center. She also earned a Master's degree in Economic Global Law from Sciences-Po Universite.

SENIOR COUNSEL

NATALIE S. PANG is Senior Counsel in the firm's Los Angeles office. Ms. Pang has advocated on behalf of thousands of consumers during her career. Ms. Pang has extensive experience in case management and all facets of litigation: from a case's

inception through the discovery process--including taking and defending depositions and preparing witnesses for depositions and trial--mediation and settlement negotiations, pretrial motion work, trial and post-trial motion work.

Prior to joining the firm, Ms. Pang lead the mass torts department of her last firm, where she managed the cases of over two thousand individual clients. There, Ms. Pang worked on a wide variety of complex state and federal matters which included cases involving pharmaceutical drugs, medical devices, auto defects, toxic torts, false advertising, and uninhabitable conditions. Ms. Pang was also trial counsel in the notable case, *Celestino Acosta et al. v. City of Long Beach et al.* (BC591412) which was brought on behalf of residents of a mobile home park built on a former trash dump and resulted in a \$39.5 million verdict after an eleven-week jury trial in Los Angeles Superior Court.

Ms. Pang received her J.D. from Loyola Law School. While in law school, Ms. Pang received a Top 10 Brief Award as a Scott Moot Court competitor, was chosen to be a member of the Scott Moot Court Honor's Board, and competed as a member of the National Moot Court Team. Ms. Pang was also a Staffer and subsequently an Editor for Loyola's Entertainment Law Review as well as a Loyola Writing Tutor. During law school, Ms. Pang served as an extern for: the Hon. Rolf Treu (Los Angeles Superior Court), the Los Angeles City Attorney's Office, and the Federal Public Defender's Office. Ms. Pang obtained her undergraduate degree from the University of Southern California and worked in the healthcare industry prior to pursuing her career in law.

PAVITHRA RAJESH is Senior Counsel in the firm's Los Angeles office. She specializes in fact discovery, including pre-litigation investigation, and develops legal theories in securities, derivative, and privacy-related matters.

Ms. Rajesh has unique writing experience from her judicial externship for the Patent Pilot Program in the United States District Court for the Central District of California, where she worked closely with the Clerk and judges in the program on patent cases. Drawing from this experience, Ms. Rajesh is passionate about expanding the firm's Intellectual Property practice, and she engages with experts to understand complex technology in a wide range of patents, including network security and videogame electronics.

Ms. Rajesh graduated from University of California, Santa Barbara with a Bachelor of Science degree in Mathematics and a Bachelor of Arts degree in Psychology. She received her Juris Doctor degree from UCLA School of Law. While in law school, Ms. Rajesh was an Associate Editor for the UCLA Law Review.

CHRISTOPHER M. THOMS is Senior Discovery Counsel in Glancy, Prongay & Murray's Los Angeles office. His practice includes large-scale electronic discovery encompassing all stages of litigation, securities and anti-trust litigation. He manages attorneys in fact-finding for depositions, expert discovery, and trial preparation.

Prior to joining Glancy, Prongay & Murray, Christopher worked as a staff attorney at O'Melveny & Meyers LLP where he managed eDiscovery issues in complex class actions

and multi-district litigations. Chris also worked as a contract attorney for various law firms in Los Angeles.

MELISSA WRIGHT is Senior Counsel in the firm's Los Angeles office. Ms. Wright specializes in complex litigation, including the prosecution of securities fraud and consumer class actions. She has particular expertise in all aspects of the discovery phase of litigation, including drafting and responding to discovery requests, negotiating protocols for the production of Electronically Stored Information (ESI) and all facets of ESI discovery, and assisting in deposition preparation. She has managed multiple document production and review projects, including the development of ESI search terms, overseeing numerous attorneys reviewing large document productions, drafting meet and confer correspondence and motions to compel where necessary, and coordinating the analysis of information procured during the discovery phase for utilization in substantive motions or settlement negotiations.

Ms. Wright received her J.D. from the UC Davis School of Law in 2012, where she was a board member of Tax Law Society and externed for the California Board of Equalization's Tax Appeals Assistance Program focusing on consumer use tax issues. Ms. Wright also graduated from NYU School of Law, where she received her LL.M. in Taxation in 2013.

ASSOCIATES

REBECCA DAWSON specializes in complex civil litigation, class action securities litigation, and anti-trust litigation.

Ms. Dawson previously worked at a highly respected plaintiff-side class action firm specializing in mass torts and anti-trust litigation where she managed a wide variety of complex state and federal matters including false advertising, environmental torts and product liability claims.

Ms. Dawson has also held two prestigious clerkships. She was a clerking intern for the Chief Justice of the Court of International Trade during law school. After law school, she clerked at the New York Supreme Court where she handled hundreds of complex commercial and civil litigation decisions. Ms. Dawson also participated in the Securities and Exchange Commission Honors program in the Office of the Investors Advocate. Prior to law school, she worked for the Brooklyn Bar Association. Ms. Dawson also has a background in financial data analysis.

Ms. Dawson earned her J.D. from City University of New York School of Law, where she was a Moot Court Competition Problem Author. She earned her B.A. from Bard College at Simon's Rock, where she majored in Political Science with a minor in Economics.

CHRIS DEL VALLE is an experienced attorney who has been a valuable member of the Glancy Prongay & Murray LLP team since 2017. During his time at the firm, he has worked on a range of complex securities fraud cases, including *In re Akorn, Inc. Securities Litigation*, Case No. 15-CV-01944, (N.D. Ill.); *In re Yahoo! Inc. Securities Litigation*, Case No. 17-CV-00373-LHK (N.D. Cal.); *In re Endurance International Group Holdings*, Case

No. 1:15-cv-11775-GAO; In re LSB Industries, Inc. Securities Litigation, Case No. 1:15-cv-07614-RA-GWG; In re Alibaba Group Holding Limited Securities Litigation, Case No. 1:15-md-02631 (CM); In re Community Health Systems Inc, Case No.: 3:19-cv-00461.

One of Chris' most notable recent cases was Hartpence v. Kinetic Concepts, Inc., No. 19-55823 (9th Cir. 2022), alleging violations of the False Claims Act (FCA). Chris was part of the legal team that successfully represented a whistleblower in obtaining 9th Circuit reversal of the lower court's order granting summary judgment. This victory established Chris as a leading attorney in the field of FCA litigation.

With highly technical expertise in electronic discovery, Chris manages all facets of the firm's e-discovery needs, including crafting advanced search algorithms, predictive coding, and technology-assisted review. Chris also has a wealth of experience in deposition preparation, expert discovery, and preparing for summary judgment and trial.

Chris' experience prior to joining GPM includes trial and discovery preparation for complex corporate securities fraud litigation, patent prosecution, oral arguments, injunction hearings, trial work, mediations, drafting and negotiating contracts, depositions, and client intake.

He received a Bachelor of Arts degree from S.U.N.Y. Buffalo, majoring in English Literature/Journalism, and a Juris Doctor from California Western School of Law in San Diego. Chris is a proud native of Buffalo, New York, and a passionate fan of the Buffalo Bills, hosting a weekly podcast entitled The Bills Dudes. In addition to his legal work, Chris enjoys traveling, playing basketball, archery and is on a quest to locate the most flavorful tequila and mezcal ever produced in Mexico. With his experience in securities litigation and a strong educational background, Chris Del Valle is a valuable member of the GPM team.

CHRISTOPHER FALLON focuses on securities, consumer, and anti-trust litigation. Prior to joining the firm, Mr. Fallon was a contract attorney with O'Melveny & Myers LLP working on anti-trust and business litigation disputes. He is a Certified E-Discovery Specialist through the Association of Certified E-Discovery Specialists (ACEDS).

Mr. Fallon earned his J.D. and a Certificate in Dispute Resolution from Pepperdine Law School in 2004. While attending law school, Christopher worked at the Pepperdine Special Education Advocacy Clinic and interned with the Rhode Island Office of the Attorney General. Prior to attending law school, he graduated from Boston College with a Bachelor of Arts in Economics and a minor in Irish Studies, then served as Deputy Campaign Finance Director on a U.S. Senate campaign.

HOLLY HEATH specializes in managing all aspects of discovery and trial preparation in securities and consumer fraud class actions. Since joining the firm in 2017, Ms. Heath has participated in cases that have led to over \$100 million in recoveries for consumers and investors.

Ms. Heath started her career at a boutique business law firm in Century City that targeted trademark infringement. After that, Ms. Heath worked as a contract attorney for several New York firms including Gibson Dunn and Sullivan & Cromwell. Ms. Heath has handled various complex litigation matters such as patent infringement, anti-trust, and banking regulations.

While in law school, Ms. Heath advocated for children's rights at Children's Legal Services and served as a student attorney for Greater Boston Legal Services.

THOMAS J. KENNEDY works out of the New York office, where he focuses on securities, antitrust, mass torts, and consumer litigation. He received a Juris Doctor degree from St. John's University School of Law in 1995. At St. John's, he was a member of the ST. JOHN'S JOURNAL OF LEGAL COMMENTARY. Mr. Kennedy graduated from Miami University in 1992 with a Bachelor of Science degree in Accounting and has passed the CPA exam. Mr. Kennedy was previously associated with the law firm Murray Frank LLP.

JACOB M. SHOOSTER, an Associate in the firm's New York Midtown 5th Avenue office, graduated from Fordham University School of Law in 2023. Mr. Shooster's practice focuses on shareholder litigation.

Mr. Shooster graduated from the University of Michigan with a Bachelor of Arts degree in Philosophy. He graduated from Fordham University School of Law with a Concentration in Business and Financial Law. While in law school, Mr. Shooster supported the Public Corruption Bureau of the Queens County District Attorney's Office as well as the school's Federal Tax Litigation Clinic where he represented indigent U.S. taxpayers in controversies in federal and state courts. Additionally, he was awarded the cum laude Murray award for public service.

Mr. Shooster is pending admission to the State Bar of New York.

CHASE STERN concentrates his practice on complex commercial litigation, with a particular emphasis on securities fraud and consumer protection class actions, as well as shareholder derivative matters. For nearly a decade, Mr. Stern's practice has been largely dedicated to representing individual and corporate entity plaintiffs in complex commercial and class action litigation in state and federal courts throughout the country. Mr. Stern's work and experience over the course of his career have proven instrumental in vindicating his clients' rights and helping recover tens of millions of dollars on their behalf. His work and experience have also led to his recent recognition as a Super Lawyers® Rising Star for 2022 – 2023.

Mr. Stern holds a B.S. in Finance and Entrepreneurship & Emerging Enterprises from Syracuse University and a J.D. from California Western School of Law, graduating from both institutions with honors.

RAY D. SULENTIC prosecutes complex class actions specializing in securities fraud, data privacy, and consumer fraud. Before law school, Mr. Sulentic worked on Wall Street for roughly a decade—on both the buy-side, and the sell-side. His experience includes

working as a former Director of Investments for a private equity fund; a special situations analyst for a \$10.0 billion multi-asset class hedge fund; and as a sell-side equity and commodity analyst for Bear Stearns & Co. Inc. While at Bear Stearns, Mr. Sulentic's investment analysis was featured in Barron's. Mr. Sulentic's relevant experience includes:

- Represented lead plaintiffs in *In re Eros International PLC Securities Litigation*, Case No. 2:19-cv-14125-JMV-JSA (D.N.J.), a securities class action alleging violations of the Securities Exchange Act of 1934. The parties have reached an agreement to settle the case for \$25 million, subject to court approval.
- Represented lead plaintiffs in *In re Tintri Securities Litigation*, Case No. 17-civ-04321, San Mateo Superior Court, a securities class action alleging violations of Securities Act of 1933. The parties have reached an agreement in principle to settle the case, subject to court approval.
- Represented lead plaintiffs in *Ivan Baron v. HyreCar Inc. et al*, 2:21-cv-06918-FWS-JC (C.D. Cal), a securities class action alleging violations of the Securities Exchange Act of 1934, which recently defeated Defendants' Motion to Dismiss and is in discovery.
- Represented lead plaintiffs in *Shen v. Exela Technologies Inc. et al*, 3:20-cv-00691 (N.D. Tex.), a securities class action alleging violations of the Securities Exchange Act of 1934, which defeated Defendants' Motion to Dismiss and is in discovery.

Mr. Sulentic holds a B.S.M. in Finance from Tulane University; an M.B.A. with a concentration in Finance from Georgetown University; and a J.D. from the UCLA School of Law. The synergy of his finance and legal education and experience makes him well-suited for disputes related to complex accounting frauds, market manipulation matters, valuation disputes, and damages. Prior to joining GPM, Ray was an associate at DLA Piper in San Diego.

ROBERT YAN is an associate specializing in international cases involving foreign language documents and foreign clients. He has expertise in all aspects of pre-trial litigation, including document productions, deposition preparation, deposition outlines, witness preparation, compilation of privilege logs, and translation of documents into English. He has served as team lead for various document review projects, conducted QC on large document populations, and worked with lead counsel to meet production deadlines.

Robert is a native speaker of Mandarin Chinese and fluent in Japanese. Robert has volunteered his services in the Los Angeles area including at the Elder Law Clinic and monthly APABA Pro Bono Legal Help Clinic. In his free time, Robert likes to play tennis and dodgeball and watches Jeopardy every day with his wife.

EXHIBIT 8

1 KEVIN F. RUF (#136901)
2 JONATHAN M. ROTTER (#234137)
3 NATALIE S. PANG (#305886)
4 GLANCY PRONGAY & MURRAY LLP
5 1925 Century Park East, Suite 2100
6 Los Angeles, California 90067
7 Telephone: (310) 201-9150
8 Email: info@glancylaw.com

9 *Attorneys for Plaintiffs*

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES - CENTRAL DISTRICT**
13

14 ADAM HOFFMAN, and SAMUEL JASON,
15 Individually and on Behalf of All Others
16 Similarly Situated,

17 Plaintiffs,

18 v.

19 CITY OF LOS ANGELES,

20 Defendant.
21
22
23
24
25
26
27
28

Case No. BC672326

**DECLARATION OF BRUCE REZNIK IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

**[PROPOSED *CY PRES* RECIPIENT LOS
ANGELES WATERKEEPER]**

Hon. Stuart M. Rice
Date: May 15, 2023
Time: 10:30 a.m.
Dept: SSC-1

1 I, Bruce Reznik, hereby declare the following:

2 1. I am over the age of eighteen. I have personal knowledge of the contents of this
3 declaration, except those stated on information and belief, and as to those I believe them to be true,
4 and if called upon to do so, I could and would testify truthfully and competently thereto under oath.

5 2. I am the Executive Director of Los Angeles Waterkeeper ("LA Waterkeeper"). I
6 offer this declaration in support of the parties' proposed designation of LA Waterkeeper as a *cy pres*
7 recipient.

8 3. Los Angeles Waterkeeper is a 501(c)(3) nonprofit organization that, since its
9 inception, has engaged in legal and advocacy work surrounding the wastewater collection system,
10 sewage spills, stormwater capture, and other related topics in Los Angeles ("City"). Our work has
11 directly or indirectly benefited sewer ratepayers in the City in many ways, including by reducing
12 the magnitude and frequency of spills. These spills can impose significant costs on wastewater
13 agencies, which are then passed on to ratepayers.

14 4. LA Waterkeeper has used litigation effectively to improve the City's wastewater
15 collection system. In 1998, we launched a precedent-setting lawsuit against the City and the Los
16 Angeles Bureau of Sanitation ("LASAN") over chronic sewage spills, which resulted from
17 antiquated and crumbling collection system infrastructure. These spills were occurring
18 disproportionately in historically disadvantaged communities, contaminating local waterways as well
19 as leaking into residents' homes. After five years of litigation, we obtained a settlement with the
20 City over 3,670 sewage spills for which LASAN admitted responsibility, and the settlement included
21 funding to restore damaged wetlands and creeks. Upon information and belief, following the
22 settlement, the City committed to investing billions of dollars in infrastructure improvements over
23 the following decades, leading to over a 90% reduction in spills since 2000. Ratepayers benefitted
24 from this historic settlement through fewer charges related to remediating harm from spills, which
25 collectively are far more costly than spending effectively on infrastructure upgrades to prevent spills
26 in the first place.

27 5. LA Waterkeeper currently engages in a variety of advocacy efforts surrounding
28 improvements to the wastewater collection system. We regularly advocate for strong permits that

1 govern discharges from wastewater treatment facilities to ensure there will be no adverse impacts
2 to the receiving water. We track and respond to major sewage spills to ensure the relevant regulatory
3 agencies hold the responsible discharger (which is sometimes LASAN) accountable for the harm
4 caused, and that the proper measures are implemented to prevent future spills and enhance the
5 wastewater system's infrastructure. Following the recent spill of tens of million gallons from the
6 Hyperion Wastewater Treatment Plant (operated by LASAN) in July 2021, we also participated on
7 the *ad hoc* committee to investigate the spill and offer recommendations to address the operational
8 problems that caused it. Together, these efforts ensure that the region's wastewater collection
9 systems are operating efficiently and smoothly, benefiting sewer ratepayers (and our shared
10 environment) over the long run.

11 6. LA Waterkeeper is one of the region's foremost advocates for enhanced wastewater
12 recycling, which will have direct and significant benefits to sewer ratepayers and all City residents.
13 Currently, rates for City residents (including both sewer rates and water rates) are based on the
14 current system of Los Angeles Department of Water & Power ("LADWP") importing hundreds of
15 millions of gallons a day of water (which, upon information and belief, constitutes nearly 80% of
16 the City's water supplies) from hundreds of miles away (including the Colorado River, Owens
17 Valley, Mono Lake, and the Bay-Delta), treating this often highly contaminated water to drinking
18 water standards, and then delivering it to residents' homes. Once this water is used in our homes, it
19 is then sent by LASAN through our wastewater system to various treatment plants, where it is treated
20 again before it is discharged into the ocean from the Hyperion plant in El Segundo. This "pump and
21 dump" practice is not only incredibly energy-intensive and harmful to our environment—it places
22 City residents at risk from water supply interruptions and increases costs. City residents effectively
23 have to pay to import and treat water coming in from imported sources, and then separately pay to
24 retreat outgoing wastewater. Moreover, rates on both ends continue to increase rapidly as our
25 ongoing water crisis worsens (despite this year's unprecedented storms).

26 7. With LA Waterkeeper committed to end this highly inefficient and wasteful practice,
27 the organization is the leading voice pushing LASAN and other water and wastewater agencies to
28 work together to commit to more wastewater recycling, which involves even more advanced water

1 purification techniques to turn wastewater into a usable and clean source of drinking water. This
2 strategy can create up to 170 million gallons per day of additional reliable local water supplies that
3 could eventually be used for drinking water, instead of ever-more expensive water imports, thereby
4 dramatically reducing LADWP's cost of service for drinking water. Moreover, LA Waterkeeper
5 continues to work with the City to obtain state and federal funding for wastewater recycling projects,
6 which will further reduce the economic strain on sewer ratepayers as recycling moves forward.

7 8. LA Waterkeeper programmatically focuses on advocacy and community
8 engagement surrounding water conservation and stormwater capture to reduce the loads of
9 wastewater sent to the collection system, which will reduce the strain on the collection system and
10 lead to fewer spills and expenses related to operations and maintenance. While Los Angeles's
11 wastewater and stormwater systems are separate (meaning our storm drains discharge directly to
12 our inland and coastal waters without treatment at our wastewater plants, reducing the risk of
13 catastrophic failures during large storm events), the reality is not so simple. During dry weather,
14 LASAN operates low-flow diversion ("LFD") systems that send urban runoff to our publicly owned
15 treatment works like Hyperion for treatment before being discharged into our waterways. Upon
16 information and belief, when it rains, a significant amount of stormwater ends up in our wastewater
17 system through cracks in the system (known as inflow and infiltration, or "I&I"). As such,
18 LASAN's collection system (and others) end up treating much higher amounts of wastewater during
19 wet weather—often twice as much flow as on a typical dry day—leading to higher risks of spills
20 and infrastructure failures. Therefore, conservation (whether indoor, which directly reduces flows
21 to our wastewater collection system, or outdoor, which can end up in our wastewater system through
22 LFD) and stormwater capture (which can end up in our wastewater system through I&I) are critical
23 strategies to reduce strains on Hyperion and other wastewater treatment plants in the Los Angeles
24 region.

25 9. LA Waterkeeper is also a regional leader in overseeing efforts to capture stormwater
26 as a local water resource. With \$280 million in annual taxpayer money available for stormwater
27 capture projects, Los Angeles County's Safe Clean Water Program ("SCWP") provides a significant
28 opportunity to increase the amount of rainwater we can capture and send into our groundwater

1 aquifers to replenish local water supplies. LA Waterkeeper has played and continues to play a major
2 role in the SCWP, having helped negotiate and pass the measure, and now helping implement it by
3 serving as the Chair of the Scoring Committee and a member of the Central Santa Monica Bay
4 Watershed Area Steering Committee. These committees oversee proposed projects and make
5 recommendations to the County on which projects to fund. We consistently urge local governments
6 to prioritize large-scale regional projects that will capture significant quantities of stormwater and
7 improve the water quality of our rivers and creeks, as well as ease the burden imposed on the
8 wastewater system during wet weather.

9 10. LA Waterkeeper works on direct efforts to improve wastewater infrastructure and
10 reduce rates for City residents. With more federal funding available under the Bipartisan
11 Infrastructure Law and the Inflation Reduction Act, there are more opportunities to dramatically
12 upgrade our aging wastewater collection and treatment system while minimizing impacts on local
13 ratepayers. Thus, we are in close collaboration with the City (and the County) to assist with
14 procurement of federal and state funding for needed infrastructure upgrades, including wastewater
15 recycling.

16 11. Collectively, LA Waterkeeper's efforts around wastewater make the City more water
17 secure, reduce wastewater costs from current system failures, and ultimately reduce costs and
18 inefficiencies in the system by taking a more integrated approach to water management in the region.

19 12. Attached as Exhibit A is a true and correct copy of our 2021 financial report. Our
20 annual reports, financial reporting, and information about our programs are available on our website,
21 <https://www.lawaterkeeper.org/>.

22 13. If awarded, LA Waterkeeper will use the *cy pres* funds for its advocacy and projects
23 that support the safe, efficient, and effective operation of the Los Angeles sewer system, and
24 stormwater capture projects that reduce the impact on the sewer system.

25 14. LA Waterkeeper is a tax-exempt organization under 26 U.S.C. § 501(c)(3). Our tax-
26 exempt identification number is 95-4444787.

27 15. On information and belief, LA Waterkeeper is not on the FBI's Terrorism Screening
28 Database or on any other United States Government terrorism watch list. LA Waterkeeper complies

1 with the "U.S. Department of the Treasury Anti-Terrorism Financing Guidelines: Voluntary Best
2 Practices for U.S.-Based Charities."

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

5 Executed on April 12, 2023, at Los Angeles California.

6
7 

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
Bruce Reznik

EXHIBIT A

Audited Financial Statements



December 31, 2021 and 2020

Quigley & Miron

**Los Angeles Waterkeeper
Audited Financial Statements
Table of Contents
December 31, 2021 and 2020**

Page
Number

Independent Auditor's Report	1
Audited Financial Statements	
Statements of Financial Position.....	3
Statements of Activities.....	4
Statements of Functional Expenses.....	5
Statements of Cash Flows.....	7
Notes to Financial Statements.....	8

Suite 1660
3550 Wilshire Boulevard
Los Angeles, California 90010

Telephone: (213) 639-3550
Facsimile: (213) 639-3555

Suite 700
1999 South Bascom Avenue
Campbell, California 95008

Telephone: (408) 614-0100
Facsimile: (213) 639-3555

Independent Auditor's Report

Board of Directors
Los Angeles Waterkeeper
Santa Monica, California

Opinion

We have audited the accompanying financial statements of Los Angeles Waterkeeper (Organization), a nonprofit organization, which comprise the statements of financial position as of December 31, 2021 and 2020, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of December 31, 2021 and 2020, and the changes in its net assets and cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis of Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they

would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization’s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization’s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

A handwritten signature in black ink that reads "Quigley & Miron". The signature is written in a cursive, flowing style.

Los Angeles, California
September 28, 2022

**Los Angeles Waterkeeper
Statements of Financial Position
December 31, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Assets		
Cash and cash equivalents	\$ 831,292	\$ 433,947
Accounts receivable		163,221
Contributions receivable	534,425	237,265
Prepaid expenses	59,013	50,770
Deposits—Note 4	30,000	30,000
Property and equipment, net—Note 3		
	<u>\$ 1,454,730</u>	<u>\$ 915,203</u>
 Liabilities and Net Assets		
Liabilities		
Accounts payable and accrued expenses	\$ 184,473	\$ 8,294
Accrued vacation payable	42,990	39,965
	<u>227,463</u>	<u>48,259</u>
	Total Liabilities	48,259
 Net Assets		
Without donor restrictions	541,374	629,679
With donor restrictions—Note 5	685,893	237,265
	<u>1,227,267</u>	<u>866,944</u>
	Total Net Assets	866,944
	<u>Total Liabilities and Net Assets</u>	<u>\$ 915,203</u>
	<u>\$ 1,454,730</u>	<u>\$ 915,203</u>

See notes to financial statements.

Los Angeles Waterkeeper
Statements of Activities
Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Without Donor Restrictions		
Support		
Contributions and grants	\$ 592,326	\$ 355,925
CARES Act grants— Note 6	130,260	139,260
Special events		
Gross revenue	354,165	106,292
Less cost of direct benefits to donors	<u>(71,192)</u>	<u>(15,361)</u>
Special Events, Net	282,973	90,931
Revenue		
Program revenue— case recovery	195,240	529,960
Interest income	773	975
Other revenue	<u>2,208</u>	<u>4,900</u>
Total Support and Revenue	1,203,780	1,121,951
Net assets released from restrictions	<u>237,265</u>	<u>283,798</u>
Total Support, Revenue, and Reclassifications Without Donor Restrictions	1,441,045	1,405,749
Expenses		
Program services		
Advocacy/litigation	689,456	622,744
Marine program	196,840	137,988
Watershed program	155,751	106,955
Education/outreach	<u>135,690</u>	<u>99,155</u>
Total Program Services	1,177,737	966,842
Management and general	164,781	207,818
Fundraising and development	<u>186,832</u>	<u>180,969</u>
Total Expenses	1,529,350	1,355,629
Change in Net Assets Without Donor Restrictions	(88,305)	50,120
With Donor Restrictions		
Contributions and grants	685,893	237,265
Net assets released from restrictions	<u>(237,265)</u>	<u>(283,798)</u>
Change in Net Assets With Donor Restrictions	448,628	(46,533)
Change in Net Assets	360,323	3,587
Net Assets at Beginning of Year	<u>866,944</u>	<u>863,357</u>
Net Assets at End of Year	<u>\$ 1,227,267</u>	<u>\$ 866,944</u>

See notes to financial statements.

Los Angeles Waterkeeper
Statement of Functional Expenses
Year Ended December 31, 2021

Expenses	Program Services								Total
	Advocacy/ Litigation	Marine Program	Watershed Program	Education/ Outreach	Total Program Services	Manage- ment and General	Fundraising and Devel- opment	Special Events	
Salaries	\$ 204,340	\$ 115,999	\$ 111,089	\$ 83,814	\$ 515,242	\$ 106,789	\$ 121,658	\$	\$ 743,689
Payroll taxes	17,043	7,235	8,792	5,487	38,557	9,082	11,537		59,176
Employee benefits	5,834	9,977	4,770	4,006	24,587	9,261	3,314		37,162
Total Personnel Expenses	227,217	133,211	124,651	93,307	578,386	125,132	136,509		840,027
Accounting	15,670	4,722	5,366	4,308	30,066	4,722	8,141		42,929
Boat expenses		35,833			35,833				35,833
Case recovery	190,336		2,208		192,544				192,544
Communications	310	94	3,106	18,435	21,945	94	161		22,200
Cost of direct benefit to donors								71,192	71,192
Dues and subscriptions	3,399	237	269	215	4,120	237	409		4,766
Grants	200,000			300	200,300				200,300
Insurance	2,852	859	977	781	5,469	859	1,484		7,812
Other expenses	2,113	1,650	660	1,698	6,121	756	2,252		9,129
Payroll service fee						3,952			3,952
Professional fees	3,475	3,373	1,737	2,303	10,888	1,048	11,630		23,566
Rent and occupancy	25,333	7,634	8,675	6,940	48,582	7,634	13,186		69,402
Supplies and equipment	18,270	6,128	6,570	6,195	37,163	5,380	11,998		54,541
Travel and meetings	481	819	1,532	1,208	4,040	5,902	1,062		11,004
Workers compensation		2,280			2,280	9,065			11,345
Total Expenses by Function	689,456	196,840	155,751	135,690	1,177,737	164,781	186,832	71,192	1,600,542
Less expenses included with revenues on the statement of activities									
Cost of direct benefits to donors								(71,192)	(71,192)
Total Expenses	\$ 689,456	\$ 196,840	\$ 155,751	\$ 135,690	\$ 1,177,737	\$ 164,781	\$ 186,832	\$	\$ 1,529,350

See notes to financial statements.

Los Angeles Waterkeeper
Statement of Functional Expenses
Year Ended December 31, 2020

Expenses	Program Services					Management and General	Fundraising and Development	Special Events	Total
	Advocacy/Litigation	Marine Program	Watershed Program	Education/Outreach	Total Program Services				
Salaries	\$ 245,502	\$ 75,621	\$ 78,287	\$ 61,039	\$ 460,449	\$ 80,931	\$ 139,070	\$	\$ 680,450
Payroll taxes	16,838	5,186	5,370	4,186	31,580	5,551	9,538		46,669
Employee benefits	12,070	11,588	2,369	5,175	31,202	15,550	149		46,901
Total Personnel Expenses	274,410	92,395	86,026	70,400	523,231	102,032	148,757		774,020
Accounting						21,492			21,492
Boat expenses		23,013			23,013				23,013
Case recovery	303,986				303,986				303,986
Communications	1,500			15,688	17,188	400			17,588
Cost of direct benefit to donors								15,361	15,361
Dues and subscriptions	4,732	86	97	78	4,993	86	148		5,227
Insurance	925	3,680	1,288	1,031	6,924	1,418	1,958		10,300
Other expenses	582	402	455	355	1,794	444	1,972		4,210
Payroll service fee						3,395			3,395
Professional fees		2,475	4,513	600	7,588	20,605	1,550		29,743
Rent and occupancy	28,810	10,386	11,802	9,441	60,439	9,276	17,939		87,654
Supplies and equipment	4,843	1,233	525	1,063	7,664	35,446	8,132		51,242
Travel and meetings	2,956	1,024	2,249	499	6,728	8,599	513		15,840
Workers compensation		3,294			3,294	4,625			7,919
Total Expenses by Function	622,744	137,988	106,955	99,155	966,842	207,818	180,969	15,361	1,370,990
Less expenses included with revenues on the statement of activities									
Cost of direct benefits to donors								(15,361)	(15,361)
Total Expenses	\$ 622,744	\$ 137,988	\$ 106,955	\$ 99,155	\$ 966,842	\$ 207,818	\$ 180,969	\$	\$ 1,355,629

See notes to financial statements.

**Los Angeles Waterkeeper
Statements of Cash Flows
Years Ended December 31, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Cash Flows from Operations		
Change in net assets	\$ 360,323	\$ 3,587
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Changes in operating assets and liabilities:		
(Increase) decrease in accounts receivable	163,221	(31,294)
(Increase) decrease in contributions receivable	(297,160)	46,533
Increase in prepaid expenses	(8,243)	(29,829)
Increase (decrease) in accounts payable and accrued expenses	176,179	(93,540)
Increase (decrease) in accrued vacation payable	3,025	(1,958)
Decrease in deferred rent		(5,652)
Cash Provided by (Used in) Operating Activities	<u>397,345</u>	<u>(112,153)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	<u>397,345</u>	<u>(112,153)</u>
Cash and Cash Equivalents at Beginning of Year	<u>433,947</u>	<u>546,100</u>
Cash and Cash Equivalents at End of Year	<u><u>\$ 831,292</u></u>	<u><u>\$ 433,947</u></u>
Supplementary Disclosures		
Income taxes paid	<u>\$</u>	<u>\$</u>
Interest paid	<u>\$</u>	<u>\$</u>

See notes to financial statements.

**Los Angeles Waterkeeper
Notes to Financial Statements
December 31, 2021 and 2020**

Note 1—Organization and Summary of Significant Accounting Policies

Organization—Los Angeles Waterkeeper (Organization) is a California nonprofit public benefit organization dedicated to the protection and preservation of swimmable, fishable and drinkable waters of the inland and coastal regions throughout Los Angeles County. The Organization’s mission is to fight for the health of the region’s waterways, and for sustainable, equitable and climate-friendly water supplies. We envision the Los Angeles region as an international leader on integrated water management; a region that is water self-sufficient, where our waterways are safe, healthy and accessible to the public.

The Organization maintains a full-time staff of skilled environmental scientists, attorneys and educators, who preside over three major program areas: Pollution Prevention, Healthy Habitats, and Systems Change. These program campaigns conduct public education and outreach as follows:

Pollution Prevention—The **Pollution Prevention** program is committed to the elimination of ongoing pollution of the LA region’s coastal, inland, and ground waters. The program focuses on regulatory and legal enforcement around urban and stormwater runoff, including engaging communities and partners in these efforts, while also tracking other sources of pollution (sewage spills, industrial discharges) to ensure there is no backsliding of gains already made. A hallmark effort of this program includes the **Community Water Watch** which offers sampling training to volunteers living in industrial communities that face high pollution burdens across LA County. The water quality analysis results support the Organization’s Advocacy cases and partner community organizations’ environmental justice work. In 2021, the organization settled nine Industrial Stormwater cases resulting in substantive halting of pollution to local waterways.

Healthy Habitats—The **Healthy Habitats** program works to achieve ecosystem health and resiliency for all the region’s waters so they can support the communities and wildlife that depend on them. The Organization does this through its Marine and Watersheds programs, which seek to revitalize our coastal and riparian habitats through research, fieldwork, engagement with diverse communities, broad-based coalition building, and regulatory and legal enforcement and advocacy. The heart of the Marine Program is the **Marine Protected Area Watch** (MPA Watch). With MPA Watch, the Organization conducts coastal water monitoring trips providing on-the- water learning opportunities for volunteers. This community-science survey experience often includes witnessing sea life, interactions with cargo barges, trash flows, and illegal fishing, which serve as experiential reminders of how dramatically human behavior influences the planet. In 2021, the Organization conducted over 70 MPA Watch trips, bringing 574 volunteers and community members along for the experience. The Organization also engages the public through beach and river cleanups, and at community fairs, schools, and eco conferences.

Systems Change—The **Systems Change** program works to ensure local, low-carbon, and affordable water supplies and water-friendly land use & energy policies by holding our elected and agency officials accountable, promoting a 4R (Reduce, Reuse, Recycle and Restore) approach to water systems, and partnering with likeminded groups promoting water-friendly land-use, transportation, and energy policies. A hallmark accomplishment of this program was the Organization’s role in stopping the planned West Basin Ocean Desalination plant from moving forward. We also saw nearly \$200M allocated to the Safe Clean Water Program and championed the appointment of environmental leaders to the Metropolitan Water District.

Los Angeles Waterkeeper
Notes to Financial Statements—Continued

Note 1—Organization and Summary of Significant Accounting Policies—Continued

Financial Statement Presentation—The financial statements are prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The Organization’s net assets are classified based on the existence or absence of donor-imposed restrictions. As such, the net assets of the Organization and changes therein are presented and reported as follows:

Net assets without donor restrictions—Net assets that are not subject to donor-imposed stipulations and that may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization’s management and the board of directors.

Net assets with donor restrictions—Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; such restrictions that may or will be met either by actions of the Organization and/or the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated that the funds be maintained in perpetuity. Generally, the donors of such assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

Donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities. It is the policy of the Organization to record donor-restricted contributions received and expended in the same reporting period as support without restrictions.

Recently Adopted Accounting Principle—In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standard Update (ASU) No. 2014-09, *Revenue from Contracts with Customers*, which supersedes most of the current revenue recognition requirements. The underlying principle is that an entity will recognize revenue to depict the transfer of goods or services to customers at an amount that the entity expects to be entitled to in exchange for those goods or services. The guidance provides a five-step analysis of transactions to determine when and how revenue is recognized. Other major provisions include capitalization of certain contract costs, consideration of time value of money in the transaction price and allowing estimates of variable consideration to be recognized before contingencies are resolved in certain circumstances. The guidance also requires enhanced disclosures regarding the nature, amount, timing, and uncertainty of revenue and cash flows arising from an entity’s contracts with customers. The Organization opted to adopt ASU No. 2014-09 for the year ended December 31, 2020, and noted that there was no material effect on the financial statements.

Measure of Operations—The statements of activities report all changes in net assets, including changes in net assets from operating and nonoperating activities. Operating activities consist of the Organization’s education and outreach program campaigns to protect and preserve the waters of Los Angeles County. Nonoperating activities are limited to resources that generate return from investments and other activities considered to be of a more unusual or nonrecurring nature; no such activities occurred during the years ended December 31, 2021 and 2020.

Los Angeles Waterkeeper
Notes to Financial Statements—Continued

Note 1—Organization and Summary of Significant Accounting Policies—Continued

Income Taxes—The Internal Revenue Service (IRS) has classified the Organization as exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code, and the Organization is exempt from California state income taxes from the Franchise Tax Board.

Accounting standards require an organization to evaluate its tax positions and provide for a liability for any positions that would not be considered ‘more likely than not’ to be upheld under a tax authority examination. Management has evaluated its tax positions and has concluded that a provision for a tax liability is not necessary at December 31, 2021 and 2020. Generally, the Organization’s information returns remain open for examination for a period of three (federal) or four (state of California) years from the date of filing.

Cash and Cash Equivalents—Cash and cash equivalents consist of cash on premises generated through the course of daily activities and cash on deposit with banks as well as money market funds or short-term investments held at financial institutions, with original maturities of three months or less from the date of purchase.

Concentration of Credit Risk—Financial instruments which potentially subject the Organization to concentrations of credit risk consist of cash and cash equivalents and receivables. The Organization maintains cash balances with various high quality financial institutions, where accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At times, such cash and cash equivalent balances are in excess of the FDIC insurance limits. Management regularly reviews the financial stability of its cash and money market fund depositories and deems the risk of loss due to these concentrations to be minimal.

Accounts receivable are due from unrelated third parties well-known to the Organization, with favorable past payment histories. Contributions receivable consist of balances from individuals, local foundations, and corporations. Management has assessed the credit risk associated with these receivables and has determined that an allowance for potential uncollectible amounts is not necessary.

Property and Equipment—Purchased property and equipment are recorded at cost, and donated assets are recorded at the estimated fair value on the date of receipt. The Organization depreciates its property and equipment using the straight-line-method over the following estimated useful lives:

Boat	5 years
Website	3 years

Repairs and maintenance costs are expensed as incurred. Gifts of long-lived assets with explicit restrictions as to how the assets are to be used and gifts of cash or other assets that must be used to acquire and maintain long-lived assets are reported as restricted support. Absent explicit donor stipulations, the Organization reports expirations of donor restrictions when such long-lived assets are placed in service.

Los Angeles Waterkeeper
Notes to Financial Statements—Continued

Note 1—Organization and Summary of Significant Accounting Policies—Continued

Contributions—Contributions are reported as support in the period received and as increases in net assets without donor restriction unless use of the related assets is limited by donor-imposed restrictions. Expiration of donor restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as net assets released from restrictions in the accompanying statement of activities. Contributions whose restrictions are met in the same year as the contribution is made are initially classified as net assets without donor restrictions.

Revenue Recognition—The Organization's revenue recognition policies are as follows:

Program revenue—case recovery—Revenues from case recoveries are recognized upon the settlement of litigation for individual cases. Revenues earned but not yet received are recognized as accounts receivable on the statement of financial position.

Special events—The Organization conducts special fundraising events in which a portion of the gross proceeds paid by the participants represents payment for the direct cost of the benefits received by participants at the event. The Organization values benefits, primarily the meals and entertainment, at the actual cost.

Functional Expenses—The costs of providing the various program and supporting services have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated between the program services and supporting services benefitted. Personnel expenses, accounting, communications, dues and subscriptions, insurance, other expenses, professional fees, rent and occupancy, supplies and equipment, travel and meetings, and workers compensation are allocated on the basis of estimates of time and effort. Payroll services fees are charged directly to management and general. All other functional expenses are charged directly to programs.

Use of Estimates—The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Reclassifications—Certain amounts in 2020 have been reclassified to conform with the 2021 financial statement presentation.

Los Angeles Waterkeeper
Notes to Financial Statements—Continued

Note 2—Availability and Liquidity

The Organization’s goal is generally to maintain financial assets to meet six to nine months of core operating expenses (approximately \$100,000 per month). As part of its liquidity plan, excess cash is invested in money market accounts and savings accounts. The bank in which the Organization’s checking account is maintained also provides interest on a monthly basis.

The following represents the Organization’s financial assets at December 31, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Financial assets at year-end:		
Cash and cash equivalents	\$ 679,824	\$ 433,947
Accounts receivable		163,221
Contributions receivable	534,425	237,265
	<u>1,214,249</u>	<u>834,433</u>
Current Availability of Financial Assets	<u>\$ 1,214,249</u>	<u>\$ 834,433</u>

Note 3—Property and Equipment, Net

The major classes of property and equipment, net at December 31, 2021 and 2020 are as follows:

	<u>2021</u>	<u>2020</u>
Boat	\$ 64,780	\$ 64,780
Website	25,000	25,000
	<u>89,780</u>	<u>89,780</u>
Total Property and Equipment	89,780	89,780
Less accumulated depreciation and amortization	(89,780)	(89,780)
	<u>(89,780)</u>	<u>(89,780)</u>
Net	<u>\$</u>	<u>\$</u>

Note 4—Commitments and Contingencies

In the normal course of operations, the Organization is subject to certain loss contingencies, such as litigation. In management's opinion, the liability, if any, for such contingencies will not have a material effect on the Organization's financial position.

Grants require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of the funds to the grantors. Although that is a possibility, management deems the contingency remote since, by accepting the gift and its terms, it is acknowledging the requirements of the grantor at the time of receipt.

In October 2014, the Organization entered into an office lease agreement with a company affiliated with a board member and paid a \$30,000 rent deposit, which is included in deposits on the statements of financial position. The lease term ended on June 30, 2020 and has since transitioned to a month-to-month lease. The Organization incurred rent expense totaling \$69,403 and \$87,654 for the years ended December 31, 2021 and 2020, respectively.

Los Angeles Waterkeeper
Notes to Financial Statements—Continued

Los Angeles Waterkeeper
Notes to Financial Statements—Continued

Note 5—Net Assets With Donor Restrictions

Net assets with donor restrictions consist of the following at December 31, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Subject to expenditure for specified purpose:		
WHAM Coalition	\$ 101,768	\$
Accelerate Resilience L.A.	49,700	
Total Subject to Purpose Restrictions	151,468	
Subject to time restrictions:		
General operations	250,925	237,265
Accelerate Resilience L.A.	250,000	
WHAM Coalition	33,500	
Total Subject to Time Restrictions	534,425	237,265
Total Net Assets With Donor Restrictions	<u>\$ 685,893</u>	<u>\$ 237,265</u>

Net assets released from donor restrictions for the years ended December 31, 2021 and 2020 consist of the following:

	<u>2021</u>	<u>2020</u>
Satisfaction of time restrictions:		
General operations	\$ 237,265	\$ 283,798
Total Net Assets Released from Donor Restrictions	<u>\$ 237,265</u>	<u>\$ 283,798</u>

Note 6—CARES Act Grants

On April 20, 2020, the Organization received a \$130,260 grant through the Paycheck Protection Program (PPP) from the U.S. Small Business Administration (SBA) established by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The advance is designed to provide a direct incentive for small businesses struggling from the impact of the COVID-19 pandemic (see Note 9) to keep their workers on the payroll. At December 31, 2020, the Organization recognized a total of \$130,260 in PPP grant revenue based on qualifying expenditures incurred, with no outstanding balance at year-end.

Additionally, on April 27, 2020, the Organization obtained a \$9,000 grant through the SBA's Economic Injury Disaster Loan program.

On February 18, 2021, the Organization received an additional \$130,260 in PPP funding. The Organization recognized a total of \$130,260 in PPP grant revenue at December 31, 2021, based on qualifying expenditures incurred, with no outstanding balance at year-end.

Los Angeles Waterkeeper
Notes to Financial Statements—Continued

Note 7—Employee Benefit Plan

The Organization has a defined contribution retirement plan covering substantially all of its employees. The Board annually determines the amount to be contributed to the plan. Participants are fully vested after five years of service. The Organization made no contributions to the plan during the years ended December 31, 2021 and 2020, respectively.

Note 8—Recent Accounting Pronouncements

Leases—In February 2016, FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires organizations that lease assets (lessees) to recognize the assets and related liabilities for the rights and obligations created by the leases on the statement of financial position for leases with terms exceeding 12 months. ASU No. 2016-02 defines a lease as a contract or part of a contract that conveys the right to control the use of identified assets for a period of time in exchange for consideration. The lessee in a lease will be required to initially measure the right-of-use asset and the lease liability at the present value of the remaining lease payments, as well as capitalize initial direct costs as part of the right-of-use asset. ASU No. 2016-02 is to be applied using the modified retrospective approach and is effective for nonprofit organizations with annual periods beginning after December 15, 2021, with early adoption permitted. The Organization is currently evaluating the impact that the adoption of ASU No. 2016-02 will have on its financial statements.

Note 9—Risks and Uncertainties

In early March 2020, the COVID-19 virus was declared a global pandemic. Business continuity, including supply chains and consumer demand across a broad range of industries and countries, has been, and continues to be, severely impacted, as governments and their citizens take significant and unprecedented measures to mitigate the consequences of the pandemic. The Organization has continued to monitor the ongoing impact of the pandemic response on its overall operations. At the time of this reporting, the cumulative financial impact of the pandemic on the Organization, if any, cannot be fully determined, therefore no related adjustment has been made to these financial statements.

Note 10—Subsequent Events

Management evaluated all activities of the Organization through September 28, 2022, which is the date the financial statements were available to be issued, and concluded that no material subsequent events have occurred that would require adjustment to the financial statements or disclosure in the notes to the financial statements.

EXHIBIT 9

1 KEVIN F. RUF (#136901)
JONATHAN M. ROTTER (#234137)
2 NATALIE S. PANG (#305886)
GLANCY PRONGAY & MURRAY LLP
3 1925 Century Park East, Suite 2100
4 Los Angeles, California 90067
Telephone: (310) 201-9150
5 Email: info@glancylaw.com

6 *Attorneys for Plaintiffs*

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

10 ADAM HOFFMAN, and SAMUEL JASON,
11 Individually and on Behalf of All Others
Similarly Situated,

12 Plaintiffs,

13 v.

14 CITY OF LOS ANGELES,

15 Defendant.

Case No. BC672326

**DECLARATION OF TRACY QUINN IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

**[PROPOSED *CY PRES* RECIPIENT HEAL
THE BAY]**

Hon. Stuart M. Rice
Date: May 15, 2023
Time: 10:30 a.m.
Dept: SSC-1

1 I, Tracy Quinn, hereby declare the following:

2 1. I am over the age of eighteen. I have personal knowledge of the contents of this
3 declaration, except those stated on information and belief, and as to those I believe them to be true,
4 and if called upon to do so, I could and would testify truthfully and competently thereto under
5 oath.

6 2. I am the President and CEO of Heal the Bay. I offer this declaration in support of
7 the parties' proposed designation of Heal the Bay as a *cy pres* recipient.

8 3. Heal the Bay is a 501(c)(3) environmental nonprofit established in 1985 that is
9 dedicated to making the coastal waters and watersheds in Greater Los Angeles safe, healthy, and
10 clean. We use science, education, community action, and advocacy to fulfill our mission. We
11 protect people's health through science-based education, outreach, and policies on contaminated
12 water and fish at beach, pier, offshore, and freshwater areas in Greater Los Angeles. Among other
13 sewer-related projects we undertake, we: (a) provide bacterial water quality information at 450
14 California beaches each week and make daily water quality predictions at dozens of sites; (b)
15 monitor water quality and notify the public of bacterial conditions at popular freshwater recreation
16 areas in the Los Angeles River, Malibu Creek and San Gabriel River watersheds; (c) watchdog
17 stormwater runoff; (d) push for increased enforcement; (e) advocate for projects to improve water
18 quality at beaches, rivers, and wetlands; and (f) advocate for nature-based multi-benefit
19 stormwater capture and water recycling projects in our region.

20 4. Heal the Bay has had direct involvement with the Los Angeles City sewer system,
21 including acting in the wake of the 2021 Hyperion sewage treatment plan spill to track the spill,
22 demand increased water quality testing, vet and share information with the public, and make
23 recommendations to ensure such spills do not happen in the future. We played a similar role in the
24 2015 spill of materials of sewage origin from Hyperion/City of Los Angeles, as well as in other
25 spills. Heal the Bay also tracks and reports on the number and magnitude of sewage spills across
26 the state in our annual Beach Report Card report.

27 5. In addition, Heal the Bay is playing a pivotal role in the implementation of the
28 Safe, Clean Water Program, which seeks to increase local water supply, improve water quality,

1 and protect public health. Our policy team is working to ensure stormwater management planning
2 and implementation includes multi-benefit nature-based solutions that improve greenspace,
3 beautify communities, and capture water onsite for reuse or recharging groundwater. Our staff
4 scientists and policy analysts are working with state and local governments to find creative ways
5 to fund stormwater programs. We also work with the Los Angeles Regional Water Quality
6 Control Board to track action under the Regional Stormwater Permit.

7 6. Moreover, Heal the Bay advocates for smart policies that ensure high quality water,
8 as well as environmentally safe and sustainable practices. For instance, Heal the Bay advocates
9 for increasing recycled water use through direct and indirect potable reuse of treated water, and to
10 eliminate discharge of treated water to the ocean. As a result of our work, and those of other
11 advocates, many facilities in Southern California are already preparing their facilities to include
12 direct potable reuse as a means to increase the use of recycled wastewater, including the
13 Metropolitan Water District Pure Water Southern California Project, the Las Virgenes-Triunfo
14 Pure Water Project, the City of Ventura Water Pure Project, and the City of Los
15 Angeles' Hyperion 2035 Project.

16 7. Attached as Exhibit A is a true and correct copy of our 2021 annual report. Our
17 annual reports, financial reporting, and information about our programs are available on our
18 website, <https://healthebay.org/>.

19 8. If awarded, Heal the Bay will use the *cy pres* funds for its projects that support the
20 safe, efficient, and effective operation of the Los Angeles sewer system, and stormwater capture
21 projects that reduce the impact on the sewer system.

22 9. Heal the Bay is a tax-exempt organization under 26 U.S.C. § 501(c)(3). Our tax-
23 exempt identification number is 95-4031055.

24 10. On information and belief, Heal the Bay is not on the FBI's Terrorism Screening
25 Database or on any other United States Government terrorism watch list. Heal the Bay complies
26 with the "U.S. Department of the Treasury Anti-Terrorism Financing Guidelines: Voluntary Best
27 Practices for U.S.-Based Charities."

28

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

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

Executed on April 13, 2023, at Santa Monica, California.


Tracy Quinn

EXHIBIT A



Heal the Bay

2021

**THE YEAR IN REVIEW
ANNUAL REPORT**





Heal the Bay

With the support of 20,000 active members and volunteers, Heal the Bay is the most recognized environmental nonprofit group in LA for a reason: We have been keeping California's coastal waters and watersheds safe, healthy, and clean since 1985.

Through science, advocacy, community action, and education, we mobilize Angelenos to bring about real progress by helping them engage in practical solutions.

Our passionate team conducts hundreds of beach and community cleanups each year, informing people about the root causes of pollution along the shorelines and in their neighborhoods. We advocate for strict water quality regulations that protect the health of both humans and the aquatic life who call local creeks, rivers, and the Santa Monica Bay home.

We operate the award-winning Heal the Bay Aquarium underneath the Santa Monica Pier, inspiring visitors to become stewards for the region's most important natural resource: clean water. We also educate and inspire the next generation of environmental stewards, with thousands of students joining us each year for hybrid learning experiences including school field trips, science-based classroom presentations, and community events.

1444 9th Street, Santa Monica, CA 90401

(800) HEAL BAY

info@healthebay.org | healthebay.org | [@healthebay](https://www.instagram.com/healthebay)



LEADERSHIP

In my five years as CEO of Heal the Bay, I have seen the biggest societal upheavals of my lifetime: the climate change emergency, the social justice movement, and the global pandemic.

The pandemic seems to be receding, but has left indelible marks and changed the ways we live and work. Justice has been an issue for generations, and the long-overdue renewed awareness and energy for change impacts everyone, including Heal the Bay. Climate change, which we work on tirelessly through our mission for clean and safe water, has truly become a crisis.

Heal the Bay evolved our ways of working to acknowledge these shifts in our world. We continue to increase accessibility by producing more digital content for education and advocacy. We prioritize clean water projects in neighborhoods that need them the most, working as Watershed Coordinators for the County's Safe, Clean Water Program, and upping our investment in community-led water infrastructure planning. We fight relentlessly to reduce disposable plastics, to protect people and environments from toxic trash and the fossil fuel industry that profits from it.

2021 was a year to reconnect with the people we serve. We re-opened Heal the Bay Aquarium to an eager public. Kids and adults alike missed our animals and educators as much as we missed them. Heal the Bay staff and volunteers also got back on the beaches, cleaning up trash to keep our ocean clean. Our decades of on-the-beach work continues to give credibility to our relentless pursuit of laws that reduce plastic trash: we pushed City, County and state lawmakers to go beyond bans of individual products and adopt comprehensive plastic-reduction policies in support of a circular economy.

Our science and policy staff were back in the field, testing the waters of the LA River, and

partnering with State Assemblymember Bloom to pass exciting legislation, AB1066. This is the grandchild of our landmark 1997 legislation, AB411, which required water quality testing at beaches in California and led to the amazing Beach Report Card that we have today. The new bill, AB1066, is a first step toward similar legislation for freshwater. It's necessary to protect people who swim, wade, fish, and kayak at the rivers and streams in California. The next step will be a follow-up bill to require the water quality testing we need to publish a River Report Card that is just as robust and easy-to-use as our Beach Report Card, further protecting California's water and the people and wildlife that rely on it.

Our outreach and communications team responded to the major sewage spill at Hyperion that put the health of thousands of beach users at risk. Fourteen million gallons of raw sewage overflowed into Santa Monica Bay, in mid-summer when our beaches were packed with people enjoying the ocean and cooling off from the city's heat. Heal the Bay worked with Hyperion staff to track the spill; we demanded increased water quality testing; and we vetted and shared the info with the public who were clamoring to understand what had happened and whether it was safe to get in the water. In the subsequent weeks and months we reviewed Hyperion's reports and data, and made recommendations to improve their processes and ensure this does not happen again.

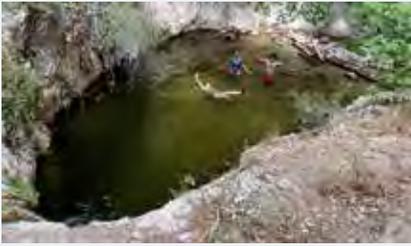
Heal the Bay has weathered many challenges in 36 years, yet none on the scale of what we face today. These challenges mean we need to rethink our strategies and priorities, but they never stop us or derail us from our mission of safe, clean, and healthy waters. We are inspired to broaden our coalitions, expand our goals, and commit our hearts and minds to protecting people today and making a better future.



Shelley Luce
President and CEO
[@drshelleyluce](#)



OUR IMPACT



Heal the Bay sponsored-Assembly Bill 1066 passed with flying colors through the legislature. We firmly believe that inland water recreation areas, where people swim, boat, and wade in the water, should have the same health protections as coastal areas.



A suite of bills dubbed the California Circular Economy Package was introduced by a variety of California decision-makers. While not all of the bills made it through the harrowing process to become law, five did, and they mark some major wins for tackling plastic pollution and toxins in California's waters.



LA County's Safe, Clean Water Program contracted Heal the Bay as Watershed Coordinators for Central and South Santa Monica Bay. We hosted educational events for over 500 people about how stormwater can become an asset in our communities through equitable, nature-based, and multi-benefit solutions.



Heal the Bay's Nothin' But Sand public group cleanups restarted gradually. We celebrated Coastal Cleanup Day together again too with month-long activities focused on learning and advocacy. In total, 5,800 cleanup volunteers removed 111,000 pieces of trash and debris from Los Angeles County beaches, rivers, and neighborhoods this year.



Our Angler Outreach Program team was back in a big way. We spoke with 4,200 anglers on piers in the Greater Los Angeles area about seafood contamination and health tips to keep their families and friends safe from harm caused by the toxic legacy of PCBs and DDT chemical waste in the Santa Monica Bay.



Heal the Bay Aquarium created new initiatives that released 6 marine animals into the wild, including 1 critically endangered species. Our team of animal experts also rescued 101 animals from environmental emergencies in the ocean. Celebrating a baby boom, we had 52 marine animals born at our Aquarium.

2022: OUR VISION



GOAL 1

Protect public health with increased access to science-based water quality information for ocean, river, and stream water users.

How we're doing it: The River Report Card, Heal the Bay's public map-based tool for water quality at LA County's popular freshwater areas, is about to get a fresh upgrade. We've created the River Report Card Technical Advisory Committee, with experts representing Tribes, agencies, NGOs, and academia. We are going through a rigorous process to enhance our River Report Card by aligning the freshwater grading methodology with scientific standards as well as our well-known Beach Report Card's "A through F" grading system. We're also focusing on outreach, advocacy, and education at Heal the Bay Aquarium about the health and safety risks of poor water quality at local swimming holes.



GOAL 2

Champion equitable, multi-benefit, and nature-based solutions to address water quality and supply issues for the communities most impacted by climate change.

How we're doing it: For the first time ever, Heal the Bay is building a stormwater park in collaboration with LA City Councilman Curren Price Jr. and community members! The new community-designed, multi-benefit green space Inell Woods Park is coming to South LA this year. To keep raising awareness about nature-based solutions like this park, we're hosting workshops for South LA communities where we'll share climate-ready clean water projects that can be implemented. The success story of Inell Woods Park will be shared with Heal the Bay Aquarium visitors and volunteers across our programs, to foster a broader understanding about essential environmental and public health services that protect the most impacted communities from dangerous heat and flood effects caused by extreme weather. We can't talk about the dangers of the climate crisis without talking about the dangers of fossil fuels — the number one contributor to climate change. Our organization continues to advocate for an end to oil drilling in our ocean and neighborhoods locally and statewide through allyship and support of legislation and ordinances.



GOAL 3

Enhance ocean, river, and stream habitats by cultivating environmental stewardship and action for our local waters.

How we're doing it: Will 2022 be a pivotal year in the fight against plastic pollution? Yes—and our work includes an advocacy campaign, targeted at Southern California voters, in support of the statewide 2022 ballot measure (California Plastic Pollution Reduction and Recycling Act), to reduce plastic pollution in communities and aquatic environments. While we are set on passing comprehensive policies at the state level, we're not losing sight of the critical importance of local change. We're pushing the City of LA and LA County to greenlight comprehensive ordinances that address single-use plastic waste. Plastic isn't the only cause of harm to our environment, and Heal the Bay Aquarium is creating more community resources for habitat and wildlife restoration information while ramping up efforts in the rescue, rehab, and release of critically endangered species.



OUR DONORS

We are so grateful for your generous contributions to Heal the Bay.

January - December 2021

\$50,000+

Ahmanson Foundation
Anonymous
John C. Lyon Trust
Nancy and John Edwards
Rechelle D. Lubanski Trust
Resources Legacy Fund
Richard A. Dixon Trust
Water Foundation

\$25,000-\$49,999

Alan Horn and Cindy Harrell-Horn
Craig Perkins and Roxanne Mora
EA Engineering, Science, and Technology, Inc., PBC
Environment Now
Johnny Carson Foundation
Jordan Corngold and Susannah Blinkoff
Mike Sullivan, LACarGUY
Paramount Pictures
Rockefeller Philanthropy Advisors
Stephen Lister
The Boeing Company
The Rosalinde and Arthur Gilbert Foundation
Virginia Fenske Moede Trust

\$10,000-\$24,999

Anonymous
Anonymous
Anthony & Jeanne Pritzker Family Foundation
Aqua Hill Foundation
Armanino Foundation
Brian O'Malley and Katie Cameron
Bruce and Madelyn Glickfeld
California Coastal Conservancy
California Community Foundation
Coastal Co
Daniel and Amy Palladino
David Weil
Drs. Cammie Ott and Mark Bell
Dwight Stuart Youth Fund
Eastside Distilling
Hexberg Family Foundation
Ian Eddleston and Laurie Eddleston

Isabel Snyder
Jack and Patti Schwellenbach
Jan and David Altemus
Los Angeles County Board of Supervisors District 2
Los Angeles County Department of Public Works
Matt and Kathleen Hart
Metropolitan Water District of Southern California
Michael and Rebecca Vest
Northrop Grumman Corporation
Ocean Conservancy
PennyMac Loan Services, Inc.
Phantasos Foundation
Pisces Foundation
Sharon Lawrence
SIMA Environmental Fund
Southern California Edison
Subaru
The McGee Foundation
The Rose Hills Foundation
The Walt Disney Company Foundation
The Yang Foundation
Toyota Dealer Match Program
World Surf League
WSP

\$5,000-\$9,999

Anthony Marguleas
Apple
Azlee Jewelry
BeachLife Festival
Bill Nye
Brown and Caldwell
Cogent World
Corky Carl Foundation
David and Deborah Brown
Ernst & Young
George and Kristin Stropoulos
Gnarwhal Coffee Co.
Golden Road Brewing
HRL Laboratories, LLC
Jacobs Engineering Group Inc.
John Legend and Chrissy Teigen
Kaiser Permanente
Las Virgenes Municipal Water District
Linda and Dennis Fenton

Los Angeles County Sanitation Districts
Mattel, Inc.
Mesdag Family Foundation
Michael and Theo Dolotta
Pamela Briggs and William McDonald
Robert Barry
Robert Tanahashi
Santa Monicares
Scott and Jacqueline Menville
Sharon Waterous
Sherry Catlett
Sony Pictures Entertainment
Stephen Charles
Stoller Family Charitable Lead Annuity Trust
The Cynthia and George Mitchell Foundation
The Eli and Edythe Broad Foundation
The Ella Fitzgerald Charitable Foundation
The James J. Colt Foundation, Inc.
The Walsh Group
Thomas and Laurie McCarthy
Time to Act Entertainment
TisBest Philanthropy
Todd and Tatiana James
WarnerMedia
Whitney Green
Yvonne and David Zaro

\$2,500-\$4,999

AEW Capital Management L.P.
Amazon
Anonymous
Apollo
ARCADIS
Atkins
Avalon Bay
Barbara Milliken and Jack Prichett
Bernard Markowitz
Black & Veatch Corporation
bliss
Brigitte and Hart Hanson
Company 3 & Method Studios
Conrad N. Hilton Foundation
Discovery, Inc.
East West Bank

Edward Faktorovich
Emmett Foundation
Equinix
Felix Schein
Fonda Family Foundation
Fred Segal
Genre
Hazen and Sawyer
HDR Engineering
James Parriott and Diane Cary
Kennedy/Jenks Consultants
Krost
Legendary Entertainment
Los Angeles County Department of Public Works
Lucille Ellis Simon Foundation
Marlin Equity Partners
Matson
McMillen Jacobs Associates
Michael and Christy Lowe
Mitzy and Angus Taggart
Nacelle, Inc.
Nancy Stephens and Rick Rosenthal
NBCUniversal
Nichol Shuart
Nicholas and Valerie Tell
Nina Abrams Fund
Oralia Michel
Pacific Premier Bank
Pam and Steve Hirsh
Richard Dunn Family Foundation
Shryne Group
Stantec Consulting
Swisher Productions
TechStyle Fashion Group
The Beach Club
The Estate of Howard Westley
The Sikand Foundation
Three Sisters Foundation
Tinder
Who What Wear

\$1,000 - \$2,499

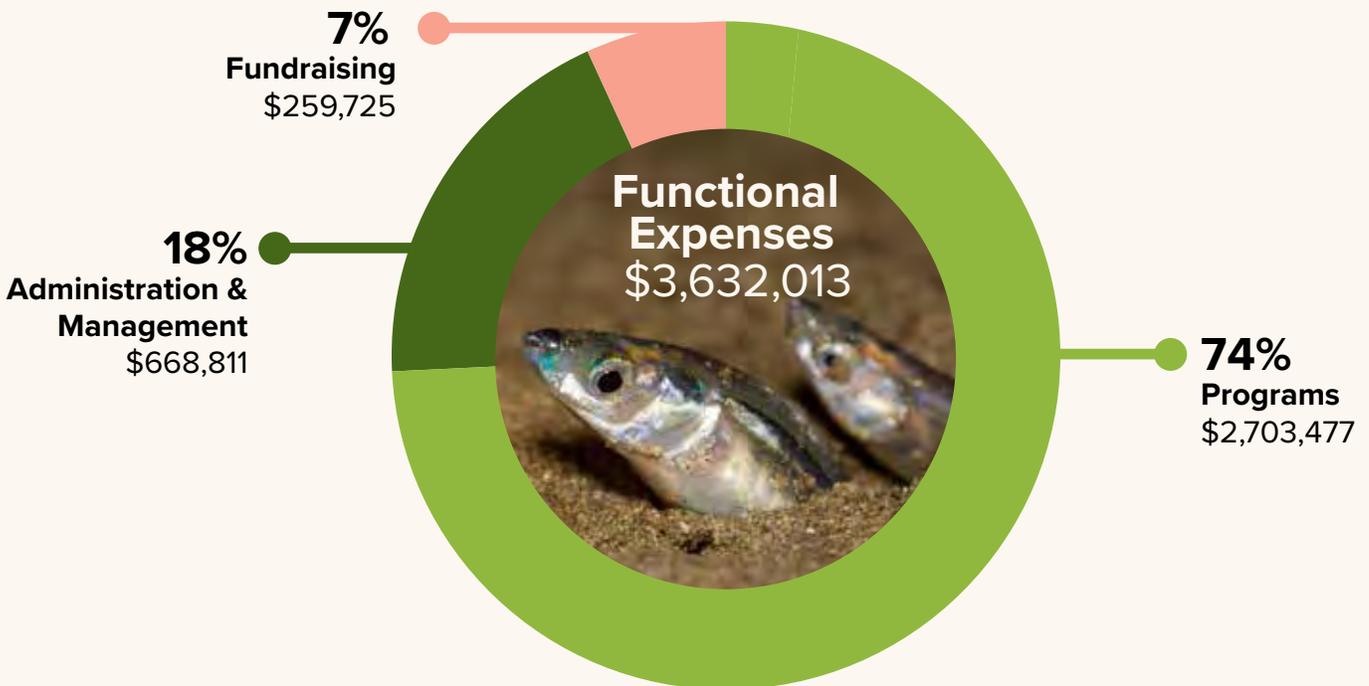
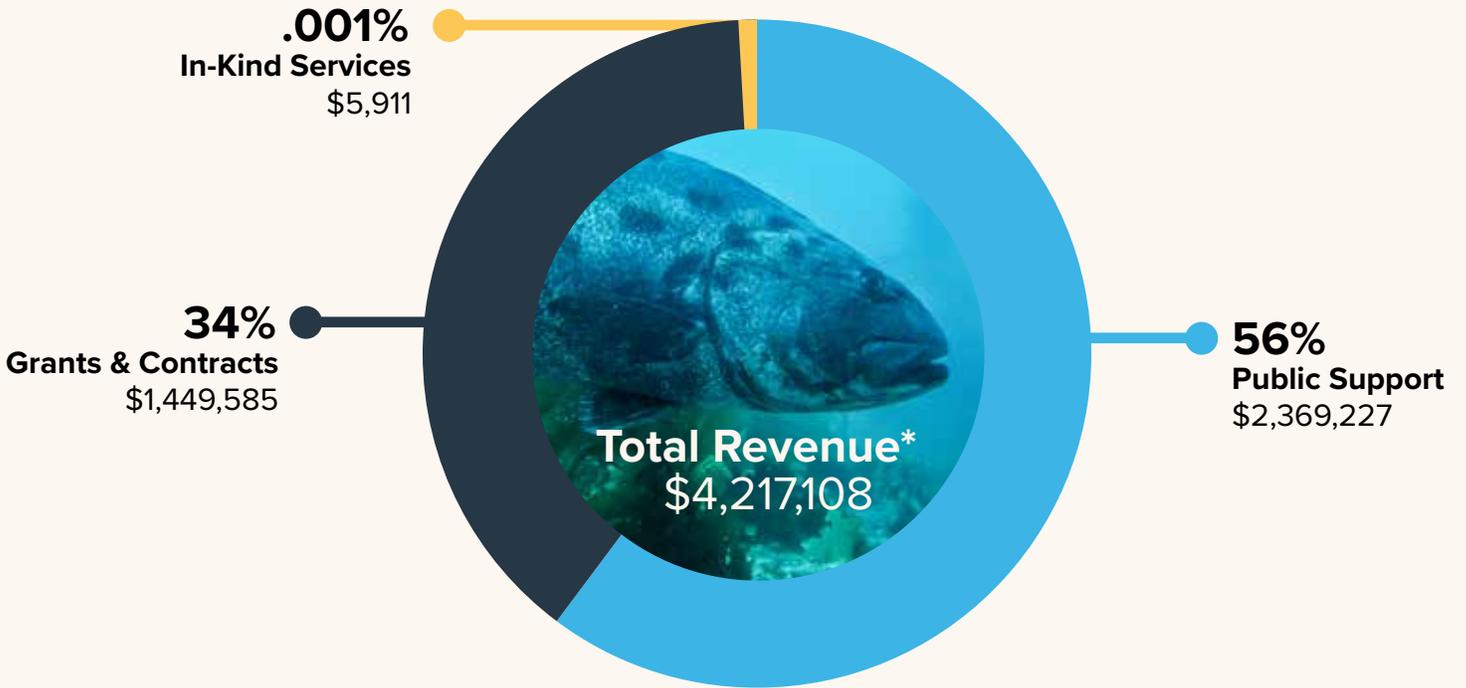
Adrian Nash
Aileen Cooke
Alexis Conrad
Alice Duan
Amanda Ross
Andrew Kronfeld
Angela Sie

Angeles Investment Advisors	DPR Construction	Lisa Sapiro	Sherri Crichton
Anonymous	Eddie October	Louisa Bonnie	Sidney Stern Memorial Trust
Anonymous	Edward and Danna Ruscha	Magical Elves	Snave Foundation
Anonymous	Ellen, Jay and Alex Farbstein	Margaret Enders	Southern California Coastal Water
Anonymous	Erin and Todd Meyer	Margaret Levy	Stephen and Lana Fitzpatrick
Apple Lane Foundation	FIGS	Mate the Label	Summer Germann
Avalon Bay	Fin Puller	Mattel Children's Foundation	Susan Fitzgerald
Avocado Mattress LLC	Fred and Tina Studier	Matthew White	Susanna Leng
Bruce and Anne Timmer	Gerben and Jill Hoeksma	Meghan Sahli-Wells and Karim Sahli	Ted and Jacqueline Miller
Bryan Johnson *	Google Matching Gifts	Michael and Wendy Sidley	The Capital Group Companies
Burt Harris	Greg and Yunnie Morena	Michael Vukadinovich and Janet Bregar	The Diane & Guilford Glazer Foundation
Carollo Engineers	Gregory Gelfan and Lucy Butler	Michelle Kelley and Kassra Poosti	The Honest Company, Inc.
Celia Bernstein and Brad Kesden	Gregory Harris	Mike and Erika Swimmer	The Natter Family Foundation
Chadwick Wiedmaier	Harlan Irvine	Nancy and Larry Pasquali	The Strickland Family Foundation
Chris Koehler	Herradura Tequila	Nancy Goodson	Tom McClintock
Concord Music Group	International Children's Academy	Netflix	Tower 28 Beauty
Conkle, Kremer & Engel Professional Law Corporation	Jack Daniel's	Nick Marck and Linda Lichter	Trevor and Jana Bezdek
Craig Inouye and Shannon Campain	James Upchurch	Nicole and Daniel Brozost	Tricia Kristin Ognar
Crouch Family Foundation	Jarrow	Nonprofits Insurance Alliance of California	Venice Pride
Daniel Abrams	Jean Nunes	Osea International	Vincent Reilly *
Daniel and Kathleen Nikolai	Jo Ann Kaplan	Pacific Premier Bank	W.S. Scharff Family Foundation
Daniel Brown	Joanne Vuylsteke	Pamela Martin	Weingart Foundation
Daniel Castellaneta and Deb Lacusta	Joel Brand and Kristina Deutsch	Pamela Smith	Wendy Svitil
Darin Puhl	Joel Kessler	Patricia Glaser and Samuel Mudie	William and Karen Lavoie
Daryn Horton	Jonathan Goldblatt	Patricia Williams	Yaniv Tepper
David and Suzanne Chonette	Judith Friedman	Patrisha Thomson	Year of Ours, Inc
David and Sylvia Weisz Family Foundation	Kate Flather	Peter McMillan and Theresa Strempek	Zuade Kaufman
David Farber	Katharine King Fund of the Liberty Hill Foundation	Rafe L. and Karen Pery	In Kind
Debra Gerod	Katherine Benecke	Ramsey McDaniel	Andrea Bacon
Donald and Andree	Kathryn Porter	Richard and Luan Smith	Christy Dawn
Yvonne Smith	Keller Williams Realty	Roger and Suzanne Findley	Sofitel
Donna and Michael Ernstoff	Kinecta Federal Credit Union	Ronald Fagan	
Dorothy Moore and Patrick Wickens	Lawrence A. Hanson Foundation	Ronald Newburg Foundation	
	Leslie Heisz	Scott and Andrea Holtzman	
	Linda Ensburry *		
	Lisa Field		

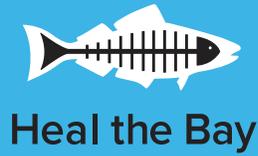
*These gifts are part of an ongoing memorial for avid ocean swimmer, Scott Goldberg. As of April 2022, a total of \$24,293 was donated to Heal the Bay in his memory.

OUR FINANCIALS

2021 Fiscal Year



*A \$392,385 loan was secured through the SBA's Paycheck Protection Program in the 2019-2020 Fiscal Year, which was forgiven and recognized as revenue in the 2020-2021 Fiscal Year.



IN ACTION



1. Heal the Bay Aquarium exterior refresh
2. Storm Response Team after first flush
3. First-ever ONE Water Day event
4. Learning to surf at Nick Gabaldón Day
5. Release of the critically-endangered Giant Sea Bass
6. Sharks and rays feeding demonstration at Heal the Bay Aquarium
7. Baby shark (pup) is born at Heal the Bay Aquarium
8. Hyperion had a major sewage spill in the summer
9. Suits on the Sand group completes a cleanup (Photo by Danny Nguyen)
10. Historic press day for Beach Report Card

EXHIBIT 10

1 HYDEE FELDSTEIN SOTO, City Attorney (SBN 106866)
KATHLEEN A. KENEALY, Chief Deputy City Attorney (SBN 212289)
2 SCOTT MARCUS, Chief Assistant City Attorney (SBN 184980)
GABRIEL S. DERMER, Assistant City Attorney (SBN 229424)
3 ARLENE N. HOANG, Deputy City Attorney (SBN 193395)
JEFFREY L. GOSS, Deputy City Attorney (SBN 178597)
4 200 North Main Street, Room 675
Los Angeles, California 90012
5 Telephone: (213) 978-7508
Facsimile: (213) 978-7011
6 Email: Arlene.Hoang@lacity.org

**Exempt from Filing Fees
Government Code § 6103**

7 HOLLY O. WHATLEY (SBN 160259)
HWhatley@chwlaw.us
8 MERETE E. RIETVELD (SBN 252069)
MRietveld@chwlaw.us
9 COLANTUONO, HIGHSMITH & WHATLEY, PC
790 E. Colorado Boulevard, Suite 850
10 Pasadena, California 91101-2109
Telephone: (213) 542-5700
11 Facsimile: (213) 542-5710

12 Attorneys for Defendant
City of Los Angeles

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

16
17 ADAM HOFFMAN, and SAMUEL JASON,
individually and on Behalf of All Others
Similarly Situated,

18
19 Plaintiff,

20 v.

21 CITY OF LOS ANGELES,

22 Defendant.

CASE NO. BC672326

Hon. Stuart M. Rice

**DECLARATION OF HOLLY O.
WHATLEY IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
SETTLEMENT**

Date: May 15, 2023
Time: 10:30 a.m.
Dept.: 1

23
24 I, Holly O. Whatley, declare:

25 1. I am an attorney licensed to practice law in the State of California and before this
26 Court. I am a shareholder of Colantuono, Highsmith & Whatley, PC, attorneys of record for
27 Defendant City of Los Angeles. I have personal knowledge of the matters set forth herein and if
28 called upon as a witness, I could competently testify thereto.

EXHIBIT 11

1 HYDEE FELDSTEIN SOTO, City Attorney (SBN 106866)
KATHLEEN A. KENEALY, Chief Deputy City Attorney (SBN 212289)
2 SCOTT MARCUS, Chief Assistant City Attorney (SBN 184980)
GABRIEL S. DERMER, Assistant City Attorney (SBN 229424)
3 ARLENE N. HOANG, Deputy City Attorney (SBN 193395)
JEFFREY L. GOSS, Deputy City Attorney (SBN 178597)
4 200 North Main Street, Room 675
Los Angeles, California 90012
5 Telephone: (213) 978-7508
Facsimile: (213) 978-7011
6 Email: Arlene.Hoang@lacity.org

**Exempt from Filing Fees
Government Code § 6103**

7 HOLLY O. WHATLEY (SBN 160259)
HWhatley@chwlaw.us
8 MERETE E. RIETVELD (SBN 252069)
MRietveld@chwlaw.us
9 COLANTUONO, HIGHSMITH & WHATLEY, PC
790 E. Colorado Boulevard, Suite 850
10 Pasadena, California 91101-2109
Telephone: (213) 542-5700
11 Facsimile: (213) 542-5710

12 Attorneys for Defendant
City of Los Angeles

13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

16
17 ADAM HOFFMAN, and SAMUEL JASON,
individually and on Behalf of All Others
Similarly Situated,

18
19 Plaintiff,

20 v.

21 CITY OF LOS ANGELES,

22 Defendant.

CASE NO. BC672326

Hon. Stuart M. Rice

**DECLARATION OF BENJAMIN CEJA
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Date: May 15, 2023

Time: 10:30 a.m.

Dept.: 1

23
24 I, Benjamin Ceja, declare:

25 1. I currently hold the position of Assistant City Administrative Officer for the City of
26 Los Angeles (“City”). Except as otherwise stated, I have personal knowledge of the matters set forth
27 herein. If called to testify in this matter, I could and would competently testify as to the matters set
28 forth herein.

Colantuono, Highsmith & Whatley, PC
790 E. COLORADO BOULEVARD, SUITE 850
PASADENA, CALIFORNIA 91101-2109

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

2. The City has no interest or involvement in the governance or work of either of the two proposed cy pres recipients: (a) Heal the Bay, or (b) Los Angeles Waterkeeper, except insofar as the following constitutes such involvement: in 2021, the Los Angeles Housing Department, which cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs, including as to grant funds received from the United States Department of Housing and Urban Development, contracted with Heal the Bay to provide management and construction of a pocket park. For transparency, such contract (C-138790) and associated 2022 amendment , may be viewed at:

<https://cityclerk.lacity.org/lacityclerkconnect/index.cfm?fa=ccon.viewrecord&contractnum=C-138970>.

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

Executed on April 19, 2023, at Los Angeles, California.



BENJAMIN CEJA

EXHIBIT 12

1 KEVIN F. RUF (#136901)
JONATHAN M. ROTTER (#234137)
2 NATALIE S. PANG (#305886)
GLANCY PRONGAY & MURRAY LLP
3 1925 Century Park East, Suite 2100
Los Angeles, California 90067
4 Telephone: (310) 201-9150
Email: info@glancylaw.com

5 Attorneys for Plaintiffs
6
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10 ADAM HOFFMAN, individually and on
behalf of all others similarly situated, and
11 SAMUEL JASON, individually and on behalf
of all others similarly situated,

12 Plaintiffs,

13 v.

14 CITY OF LOS ANGELES,

15 Defendant.
16
17
18
19
20
21
22
23
24
25
26
27
28

Case No. BC672326

**DECLARATION OF THOMAS R.
FREEMAN IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Assigned for All Purposes to:
Hon. Stuart M. Rice
Dept. SSC-1

Action Filed: August 15, 2017

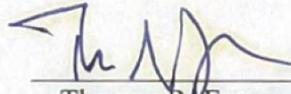
1 I, Thomas R. Freeman, hereby declare as follows:

2 1. I am a principal at the law firm of Bird, Marella, Boxer, Wolpert, Nessim, Dooks,
3 Lincenberg & Rhow, P.C. ("Bird Marella"). I have personal knowledge of the contents of this
4 declaration, and if called upon to do so, I could and would testify truthfully and competently thereto
5 under oath.

6 2. Neither Bird Marella nor I have interest or involvement in the governance or work
7 of either of the two proposed *cy pres* recipients: (i) Heal the Bay; or (ii) Los Angeles Waterkeeper.

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

10 Executed on April 19, 2023, at Los Angeles, California.

11 

12 _____
13 Thomas R. Freeman

14
15
16
17
18
19

20
21
22
23
24
25
26
27
28

EXHIBIT 13

Select California State Court Cases Awarding Attorneys' Fee Awards of 33% or Above

Case	Settlement Amount	Fee Award
In re Natural Gas Anti-Trust Cases I, II, III, & IV, No. JCCP4221, 2006 WL 6383836 (Cal. Super. San Diego County, June 27, 2006)	\$377,000,000	42.00%
In re Cipro Cases I and II, No. JCCP4154 (Cal. Superior, San Diego County, April 21, 2017)	\$225,000,000	33.30%
Savaglio v. Wal-Mart Stores, Inc., No. C-835687-7 (Cal. Superior, Alameda County, Sept. 10, 2010)	\$150,000,000	35.00%
ABM Industries Overtime Cases ("Bucio"), No. CJC-07-004502 (Cal. Superior, San Francisco County, Apr. 7, 2022)	\$140,000,000	33.00%
In re Wackenhut Wage and Hour Cases, No. JCCP4545 (Cal. Superior, Los Angeles County, Oct. 21, 2019)	\$130,000,000	33.33%
In re Micro Focus International plc Sec. Litig., No. 18CIV01549 (Cal. Superior, San Mateo County, July 27, 2023)	\$107,500,000	33.33%
Helmick v. AJR Methods Corporation, No. RG13-665373, 2020 WL 7090367 (Alameda County Super. Ct., Oct. 14, 2020)	\$82,723,846	33.33%
Abzug v. Kerkorian, No. CA000981 (Cal. Superior, Los Angeles County, Nov. 19, 1990)	\$35,000,000	45.00%
Snap Inc. Sec. Litig., No. JCCP4960 (Cal. Superior, Los Angeles County, Apr. 14, 2021)	\$32,812,500	33.33%
In re Sunrun Inc. Shareholder Litig., No. CIV538215 (Cal. Superior, San Mateo County, Dec. 14, 2018)	\$32,000,000	33.30%
In re Pacific Bell Late Fee Litigation, No. MSC 10-00840 (Cal. Superior, Contra Costa County, Oct. 21, 2013)	\$28,281,874	33.33%
Ammari Electronics v. Pacific Bell Directory, No. RG05198014 (Cal. Superior, Alameda County, Jan. 5, 2014)	\$27,245,267	43.67%
Steiner v. Whittaker Corp., No. CA 000817 (Cal. Superior, Los Angeles County, March 13, 1989)	\$17,750,000	35.00%
Beaver County Employees Retirement Fund v. Cyan, Inc., No. CGC-14-538355 (Cal. Superior, San Francisco County, Aug. 8, 2019)	\$15,000,000	33.33%
Albert v. Walter Fletcher, Inc., No. BC136761 (Cal. Superior, Los Angeles County, Mar. 22, 2001)	\$15,000,000	35.00%
Garrett v. Bank of Am., N.A., No. RG13699027, 2016 WL 11431499 (Alameda County Super. Ct., Nov. 1, 2016)	\$15,000,000	33.33%
Saberi v. BFS Retail & Commercial Operations, LLC, No. RG0806555, 2010 WL 5172447 (Alameda County Super. Ct., Sept. 19, 2010)	\$14,000,000	33.33%
Adams v. Blockbuster, Inc., Case No. 809069 (Cal. Superior, Los Angeles County, Feb. 28, 2002)	\$12,000,000	33.33%
In re FireEye, Inc. Sec. Litig., No. 1-14-CV-266866, 2017 WL 3536990 (Santa Clara Super. Ct., Aug. 10, 2017)	\$10,250,000	33.33%
In re Menlo Therapeutics Inc. Sec. Litig., No. 18CIV06049 (Cal. Superior, San Mateo County, Aug. 14, 2020)	\$9,500,000	33.33%
Elkin v. Six Flags, Inc., No. BC342633, 2008 WL 11358134 (Los Angeles County Super. Ct., April 29, 2008)	\$9,225,000	33.33%
Roos v. Honeywell Intern., Inc. No. CGC-04-436205, 2014 WL 10999210 (San Francisco County Super. Ct., May 30, 2014)	\$8,150,000	37.50%
Stout and Felton v. The Geo Group, Inc., No. 37-2019-00000650 (Cal. Superior, San Diego County, Sep 29, 2023)	\$8,000,000	33.00%
In re Pacific Coast Oil Trust Sec. Litig., No. BC550418 (Cal. Superior, Los Angeles County, June 12, 2017)	\$7,600,000	33.33%
Plymouth County Contributory Retirement v. Adamas Pharmaceuticals, Inc., No. RG19018715 (Cal. Superior, Alameda County, Apr. 14, 2021)	\$7,500,000	33.00%
West Palm Beach Pension Fund v. CardioNet, No. 37-2010-00086836 (Cal. Superior, San Diego County, June 28, 2012)	\$7,250,000	33.30%
In re Pronai Therapeutics, Inc. Shareholder Litig., No. 16-CIV-02473 (Cal. Superior, San Mateo County, May 24, 2019)	\$7,200,000	33.00%
Longstreth v. PAQ, Inc., No. 15-cv-0206, 2016 WL 7163981 (San Luis Obispo County Super. Ct., Oct. 20, 2016)	\$6,000,000	33.33%
Paton v. Advanced Micro Devices, Inc., No. 07-CV-084838 (Cal. Superior, Santa Clara County, Aug. 22, 2014)	\$5,200,000	33.33%

Case	Settlement Amount	Fee Award
Bonilla v. Regis Corp., Case No. 30-2009-00329724, 2010 WL 6509279 (Orange County Super. Ct., Nov. 23, 2010)	\$4,100,000	33.33%
Wiley v. Techtronic Industries N.A., No. RG16806307 (Cal. Superior, Alameda County, Aug. 4, 2017)	\$3,500,000	33.33%
Miller v. de Rothschild, No. 813144 (Cal. Superior, San Francisco County, Oct. 14, 1988)	\$3,000,000	33.33%
Haitz v. Meyer, No. 572968-3 (Cal. Superior, Alameda County, Aug. 20, 1990)	\$2,670,000	40.00%
Jones v. Alliance Imaging, Inc., No. RG05210418, 2006 WL 5403115 (Alameda County Super. Ct., Nov. 27, 2006)	\$2,500,000	33.33%
Switzer v. W.R. Hambrecht & Co., LLC, No. CGC-18-564904 (Cal. Superior, San Francisco County, June 5, 2020)	\$2,450,000	33.33%
Hattan v. Restoration Hardware, Inc., No. CIV 075563 (Cal. Superior, Marin County, Sept. 24, 2008)	\$2,400,000	33.00%
Garcia v. Save Mart Supermarkets, No. 312026, 2004 WL 4964171 (Stanislaus County Super. Ct., Aug. 3, 2004)	\$2,000,000	33.33%
Penaloza v. PPG Indus. Inc., No. BC471369, 2013 WL 2917624 (Los Angeles County Super. Ct., May 20, 2013)	\$1,300,000	33.30%
Ochoa v. Haralambos Beverage Co., No. BC319588, 2007 WL 2175204 (Los Angeles County Super. Ct., Feb. 1, 2007)	\$1,300,000	33.33%

EXHIBIT 14

Select Second Circuit Cases with 33% or Higher Fee Awards

Case	Settlement Amount	Fee Award
In re Initial Pub. Offering Securities Litig., 671 F. Supp. 2d 467, 516 (S.D.N.Y. 2009)	\$586,000,000	33½%
In re U.S. Foodservice, Inc. Pricing Litig, No. 07-md-01894, 2014 WL 12862264, at *3 (D.Conn. Dec. 9, 2014)	\$297,000,000	33½%
Osberg v. Foot Locker, Inc., No. 07-cv-1358, ECF No. 423 (S.D.N.Y. June 8, 2018)	\$288,479,943	33.0%
In re Buspirone Antitrust Litig., No. 01-md-01413, ECF No. 171 (S.D.N.Y. Nov. 21, 2003)	\$220,000,000	33.3%
Pearlstein v. BlackBerry Limited, No. 13-cv-07060, 2022 WL 4554858, at *9-*11 (S.D.N.Y. Sept 29, 2022)	\$165,000,000	33½%
Haddock v. Nationwide Life Ins. Co., No. 01-cv-01552, ECF Nos. 598-1, 601 (D. Conn. Apr. 9, 2015)	\$140,000,000	35.0%
Landmen Partners, Inc. v. The Blackstone Grp., L.P., No. 08-cv-03601, 2013 WL 11330936, at *3 (S.D.N.Y. Dec. 18, 2013)	\$85,000,000	33.33%
In re J.P. Morgan Stable Value Fund ERISA Litig., No. 12-cv-02548, 2019 WL 4734396, at *6 (S.D.N.Y. Sept. 23, 2019)	\$75,000,000	33½%
In re Nat. Gas Commodities Litig., No. 03-cv-06186 (VM), ECF No. 445 (S.D.N.Y. May 26, 2006)	\$72,762,500	33½%
In re JP Morgan Precious Metals Spoofing Litig., No. 18-cv-10356, ECF No. 114 (S.D.N.Y. July 7, 2022)	\$60,000,000	33.33%
Nichols v. Noom, Inc., No. 20-cv-03677, 2022 WL 2705354, at *10 (S.D.N.Y. July 12, 2022)	\$56,000,000	33.33%
In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litig., No. 18-md-02819, 2020 WL 6193857, at *5-6 (E.D.N.Y. Oct. 7, 2020)	\$51,025,000	33½%
In re Chicago Bridge & Iron Co. N.V. Sec. Litig., No. 17-cv-01580, 2022 WL 3220783, at *1 (S.D.N.Y. Aug. 5, 2022)	\$44,000,000	33½%
In re Crazy Eddie Sec. Litig., 824 F.Supp. 320, 326 (E.D.N.Y. 1993)	\$42,000,000	33.8%
In re Medical X-Ray Film Antitrust Litig., No. 93-cv-5904, 1998 WL 661515, at *7-8 (E.D.N.Y. Aug. 7, 1998)	\$39,360,000	33½%
In re Marsh ERISA Litig., 265 F.R.D. 128, 149, at *9 (S.D.N.Y. 2010)	\$35,000,000	33½%
In re Perrigo Company PLC Securities Litig., No. 19-cv-00070 (DLC), ECF No. 331 (S.D.N.Y. Feb. 18, 2022)	\$31,900,000	33½%
In re Cnova N.V. Sec. Litig., No. 16-cv-00444, ECF No. 148 (S.D.N.Y. Mar. 20, 2018)	\$28,500,000	33½%
In re Nat. Gas Commodities Litig., No. 03-cv-06186 (VM), ECF No. 507 (S.D.N.Y. Jun. 22, 2007)	\$28,087,500	33½%
In re Facebook Inc. IPO Sec. and Deriv. Litig., No. 12-md-2389, 2015 WL 6971424 at *9 (S.D.N.Y. Nov. 9, 2015)	\$26,500,000	33.0%
In re Apac Teleservs., Inc. Sec. Litig., No. 97-cv-9145, ECF No. 58 (S.D.N.Y. Dec. 12, 2001)	\$21,000,000	33½%
In re NYSE Specialists Securities Litig., No. 03-cv-08264, ECF No. 403 (S.D.N.Y. June 10, 2013)	\$18,500,000	41.1%
In re Deutsche Bank AG Sec. Litig., No. 09-cv-01714, 2020 WL 3162980 at *1 (S.D.N.Y. June 11, 2020)	\$18,500,000	33½%
Wilson v. LSB Industries, Inc. et al., No. 15-cv-07614, 2019 WL 3542844 at *1 (S.D.N.Y. June 28, 2019)	\$18,450,000	33½%
Hawaii Structural Ironworkers Pension Trust Fund v. AMC Entertainment Holdings, Inc., No. 18-cv-00299, ECF No. 230 (S.D.N.Y. Feb. 14, 2022)	\$18,000,000	33.3%
In re Oxycontin Antitrust Litig, No. 04-md-01603, ECF No. 360 (S.D.N.Y. Jan. 25, 2011)	\$16,000,000	33½%
Newman v. Caribiner Int'l Inc., No. 99-cv-2271, ECF No. 31 (S.D.N.Y. Oct. 25, 2001)	\$15,000,000	33½%
In re Ubiquiti Networks Inc. Securities Litig., No. 18-cv-01620, ECF No. 49 (S.D.N.Y. Mar. 27, 2020)	\$15,000,000	33½%
City of Providence v. Aeropostale, Inc., No. 11-cv-7132, 2014 WL 1883494, at *20 (S.D.N.Y. May 9, 2014)	\$15,000,000	33.0%
Merryman v. Citigroup, Inc., No. 15-cv-09185, ECF No. 163 (S.D.N.Y. 2019 July 15, 2019)	\$14,750,000	33½%
Gruber v. Gilbertson, No. 16-cv-09727, 2022 WL 17828609, at *19 (S.D.N.Y. Dec. 21, 2022)	\$13,950,000	33½%
Nguyen v. NewLink Genetics Corporation, No. 16-cv-03545, ECF No. 132 (S.D.N.Y. Sept. 22, 2021)	\$13,500,000	33.3%
Martinek v. AmTrust Financial Services, Inc., No. 19-cv-08030, ECF No. 112 (S.D.N.Y. Nov. 16, 2022)	\$13,000,000	33.3%
In re Giant Interactive Group, Inc. Securities Litig., 279 F.R.D. 151, 166 (S.D.N.Y. 2011)	\$13,000,000	33.0%
McIntire v. China Media Express Holdings, Inc., No. 11-cv-00804, ECF No. 263 (S.D.N.Y. Sept. 18, 2015)	\$12,000,000	33.3%
Maley, et al v. Del Global Technology, et al., No. 00-cv-08495, ECF No. 50 (S.D.N.Y. Jan. 29, 2000)	\$11,500,000	33½%
Gould v. Winstar Communications, Inc., No. 01-cv-03014, ECF No. 363 (S.D.N.Y. Nov. 13, 2013)	\$10,000,000	33.3%
Levin v. Resource Capital Corporation, No. 15-cv-07081, ECF No. 95 (S.D.N.Y. Aug. 3, 2018)	\$9,500,000	33.0%
Machniewicz v. Uxin Limited, No. 19-cv-00822, ECF No. 61 (E.D.N.Y. Sept. 8, 2021)	\$9,500,000	33.3%
Khait v. Whirlpool Corp., No. 06-cv-6381, 2010 WL 2025106, at *8 (E.D.N.Y. Jan. 20, 2010)	\$9,250,000	33.0%
Ferraioni v. Triterras, Inc., No. 20-cv-10795, ECF No. 82 (S.D.N.Y. Sept 8, 2022)	\$9,000,000	33.3%
Hayes v. Harmony Gold Mining Co., No 08-cv-03653, 2011 WL 6019219 at *1 (S.D.N.Y. Dec 2, 2011)	\$9,000,000	33.3%
Beach v. JPMorgan Chase Bank, No. 17-cv-00563-JMF, ECF No. 232 at 2 (S.D.N.Y. Oct. 7, 2020)	\$9,000,000	33.0%
In re PPDAI Group Inc. Sec. Litig., No. 18-cv-06716, 2022 WL 198491 at *16 (E.D.N.Y. Jan 21, 2022)	\$9,000,000	33½%
In re Qudian Inc. Sec. Litig., No. 17-cv-09741, 2021 WL 2328437, at *1 (S.D.N.Y. June 8, 2021)	\$8,500,000	33½%
Skiadas v. Acer Therapeutics Inc. et al., No. 19-cv-06137 (GHW), ECF No. 136 (S.D.N.Y. Jan. 7, 2022)	\$8,350,000	33½%
In re Van der Moolen Holding N.V. Sec. Litig., No. 03-cv-08284, ECF No. 45 (S.D.N.Y. Dec. 6, 2006)	\$8,000,000	33½%
Becher v. Long Island Lighting Co., 64 F.Supp.2d 174, 182, at *3 (E.D.N.Y. 1999)	\$7,750,000	33½%
Willix v. Healthfirst, Inc., No. 07-cv-01143, 2011 WL 754862, at *7 (E.D.N.Y. Feb. 18, 2011)	\$7,675,000	33.0%
In re Fuqi Int'l Inc. Sec. Litig., No. 10-cv-02515, 2016 WL 736649, at *2 (S.D.N.Y. Feb. 19, 2016)	\$7,500,000	33.3%
Lea v. TAL Education Group, No. 18-cv-05480, 2021 WL 5578665 at *11 (S.D.N.Y. Nov 30, 2021)	\$7,500,000	33½%
Guevoura Fund Ltd. v. Sillerman, No. 15-cv-07192, 2019 WL 6889901, at *1 (S.D.N.Y. Dec. 18, 2019)	\$7,500,000	33½%
Panther Partners Inc. v. Jianpu Technology Inc., No. 18-cv-09848, ECF No. 130 (S.D.N.Y. May 12, 2022)	\$7,500,000	33.3%
In re Sundial Growers Inc. Sec. Litig., No. 19-cv-08913, ECF No. 117 (S.D.N.Y. Oct. 6, 2022)	\$7,000,000	33.3%
Zeltser v. Merrill Lynch & Co., Inc., No. 13-cv-01531, 2014 WL 4816134, at *11 (S.D.N.Y. Sept. 23, 2014)	\$6,900,000	33½%
In re Austin Capital Management, Ltd., Securities & ERISA Litig., No. 09-md-02075, ECF No. 103 (S.D.N.Y. Oct. 2, 2014)	\$6,850,000	33½%
Cohen v. Apache Corp., No. 89-cv-00076, 1993 U.S. Dist. LEXIS 5211, at *1 (S.D.N.Y. Apr. 21, 1993)	\$6,750,000	33½%
Guevoura Fund Ltd. v. Robert F.X. Sillerman, No. 15-cv-07192, 2019 WL 6889901, at *1 (S.D.N.Y. Dec. 18, 2019)	\$6,750,000	33½%
Fogarazzo v. Lehman Bros. Inc., No. 03-cv-5194, 2011 WL 671745, *4 (S.D.N.Y. Feb. 23, 2011)	\$6,750,000	33.3%
In re Global Brokerage, Inc. Sec. Litig., No. 17-cv-00916, ECF No. 374 (S.D.N.Y. July 7, 2023)	\$6,500,000	33.3%
In re Patriot National, Inc. Securities Litig., No. 17-cv-01866, 2019 WL 5882171, at *1-2 (S.D.N.Y. Nov. 6, 2019)	\$6,500,000	33.0%
In re Ability, Inc. Securities Litigation, No. 16-cv-03893, ECF No. 107 (S.D.N.Y. Sept. 17, 2018)	\$6,250,000	33.0%
Mo-Kan Iron Workers Pension Fund v. Teligent, Inc., No. 19-cv-03354, ECF No. 102 (S.D.N.Y. Dec. 1, 2021)	\$6,000,000	33.3%
Clark v. Ecolab Inc., No. 07-cv-08623, 2010 WL 1948198, at *8-9 (S.D.N.Y. May 11, 2010)	\$6,000,000	33.0%
Piazza v. Nevsun Resources, Ltd., No. 12-cv-01845, ECF No. 55 (S.D.N.Y. Feb 13, 2015)	\$5,995,000	33½%

Case	Settlement Amount	Fee Award
Murphy III v. JBS S.A., No. 17-cv-03084, ECF No. 57 (E.D.N.Y. July 22, 2019)	\$5,866,600	33.5%
Karic v. Major Automotive Companies, Inc., No. 09-cv-05708, 2016 WL 1745037, at *12 (E.D.N.Y. Apr. 27, 2016)	\$5,500,000	33.3%
Li v. Duoyuan Global Water, Inc., No. 10-cv-07233, ECF No. 205 (S.D.N.Y. Feb. 5, 2014)	\$5,150,000	33.3%
Bensley v. Falconstor Software, Inc., No. 10-cv-04572, 2014 WL 12917621, at *10 (E.D.N.Y. Apr. 10, 2014)	\$5,000,000	33½%
Marchand v. Momo Inc. et al., No. 19-cv-04433, ECF No. 80 (S.D.N.Y. Aug. 4, 2021)	\$5,000,000	33½%
In re Stellantis N.V. Sec. Litig., No. 19-cv-06770, ECF No. 70 (E.D.N.Y. Feb. 23, 2022)	\$5,000,000	33.3%
In re Ideanomics, Inc. Sec. Litig., No. 19-cv-06741, ECF No. 132 (S.D.N.Y. Jan. 25, 2022)	\$5,000,000	33.3%
Beckman v. Keybank, N.A., 293 F.R.D. 467, 482, at *6-7 (S.D.N.Y. 2013)	\$4,900,000	33½%
In re Akazoo S.A. Sec. Litig., No. 20-cv-01900 2021, 2021 WL 4316717, at *1 (E.D.N.Y. Sept. 10, 2021)	\$4,900,000	33½%
In re DDAVP Indirect Purchaser Antitrust Litig., No. 05-cv-02237, 2013 WL 10114257, at *3 (S.D.N.Y. Dec. 18, 2013)	\$4,750,000	33.0%
Toure v. Amerigroup Corp. et al. No. 10-cv-05391, 2012 WL 3240461, at *7 (E.D.N.Y. Aug. 6, 2012)	\$4,450,000	33½%
Frank Satty, et al. v. NetEase.com, No. 01-cv-09296, ECF No. 20 (S.D.N.Y. May 30, 2003)	\$4,350,000	33.3%
Perry et al v. Duoyuan Printing, Inc. et al., No. 10-cv-07235, ECF No. 185 (S.D.N.Y. Nov 27, 2013)	\$4,300,000	33½%
Leach et al v. NBC Universal Television Group et al., No. 15-cv-07206, ECF No. 329 (S.D.N.Y. Aug 24, 2017)	\$4,269,867	33½%
In re iDreamSky Technology Limited Securities Litig., No. 15-cv-02514, 2018 WL 8950640, at *4 (S.D.N.Y. April 6, 2018)	\$4,150,000	33½%
In re Hi-Crush Partners L.P. Sec. Litig., No. 12-cv-08557, 2014 WL 7323417, at *19 (S.D.N.Y. Dec. 19, 2014)	\$3,800,000	33½%
Solomon v. Sprint Corporation, No. 19-cv-05272, ECF No. 98 (S.D.N.Y. Aug. 14, 2023)	\$3,750,000	33.3%
Wilchfort et al v. Knight et al., No. 17-cv-01046, ECF No. 97 (E.D.N.Y. Dec. 4, 2019)	\$3,750,000	33½%
Too v. Rockwell Medical, Inc., No. 18-cv-04253, 2020 WL 1026410, at *3 (E.D.N.Y. Feb. 26, 2020)	\$3,700,000	33½%
Gormley v. Magijack Vocaltec Ltd. et al., No. 16-cv-01869, ECF No. 70 (S.D.N.Y. Jan. 19, 2018)	\$3,650,000	33.0%
In re L & L Energy, Inc., No. 13-cv-06704, ECF No. 86 (S.D.N.Y. Aug 3, 2015)	\$3,500,000	33½%
Sanders v. The CJS Solutions Grp., LLC, No. 17-cv-3809, ECF No. 106 (S.D.N.Y. June 22, 2018)	\$3,240,000	33½%
In re Loop Industries, Inc. Securities Litigation, No. 20-cv-09031, ECF No. 59 (S.D.N.Y. Jan 5, 2023)	\$3,100,000	33½%
In re Ability, Inc. Securities Litig., No. 16-cv-03893, ECF No. 107 (S.D.N.Y. Sept. 17, 2018)	\$3,000,000	33.3%
Enriquez v. Nabriva Therapeutics plc, No. 19-cv-04183, ECF No. 78 (S.D.N.Y. May 14, 2021)	\$3,000,000	33.3%
Stefaniak v. HSBC Bank USA, N.A., No. 05-cv-07208, 2008 WL 7630102 at *10 (W.D.N.Y. June 28, 2008)	\$2,900,000	33.0%
Gauquie v. Albany Molecular Research, Inc., No. 14-cv-06637, ECF No. 72 (E.D.N.Y. Oct. 13, 2017)	\$2,868,000	33.3%
Vaccaro v. New Source Energy Partners Lp., No. 15-cv-8954, 2017 WL 6398636, at *6 (S.D.N.Y. Dec. 14, 2017)	\$2,850,000	33½%
In re Blech Sec. Litig., No. 94-cv-07696, 2002 WL 31720381, at *1 (S.D.N.Y. Dec. 4, 2002)	\$2,795,000	33½%
Bensinger v. Denbury Resources Inc., No. 10-cv-01917, ECF No. 146 (E.D.N.Y. July 20, 2015)	\$2,750,000	33½%
In re Namaste Technologies Inc. Securities Litig., No. 18-cv-10830, ECF No. 76 (S.D.N.Y. Mar. 11, 2020)	\$2,750,000	33.3%
In re Akari Therapeutics PLC Securities Litigation, No. 17-cv-03577, ECF No. 106 (S.D.N.Y. Nov. 28, 2018)	\$2,700,000	33.3%
In re Tangoe, Inc. Securities Litig., No. 17-cv-00146, ECF No. 78 (D. Conn. Apr. 4, 2018)	\$2,550,000	33.3%
Mikhlin v. Oasmia Pharmaceutical AB et al., No. 19-cv-04349, ECF No. 45 (E.D.N.Y.)	\$2,350,000	33½%
In re Fuwei Films Sec. Litig., No. 07-cv-09416, ECF No. 86 (S.D.N.Y. Apr. 27, 2011)	\$2,150,000	33.0%
In re Revolution Lighting Technologies, Inc. Sec. Litig., No. 19-cv-00980, ECF No. 86 (S.D.N.Y. Aug. 11, 2020)	\$2,083,333	33.3%
Kristal v. Mesoblast Limited, No. 20-cv-08430, 2022 WL 3442535, at *1 (S.D.N.Y. Aug. 15, 2022)	\$2,000,000	33½%
Menkes v. Stolt-Nielsen S.A., No. 03-cv-00409, ECF No. 142 (D.Conn. Jan. 25, 2011)	\$2,000,000	33.3%
Pilgaonkar v. Kitov Pharmaceuticals Holdings Ltd., No. 17-cv-00917, ECF No. 86 (S.D.N.Y. Mar. 22, 2019)	\$2,000,000	33.3%
Levine v. Atricure, Inc. et al., No. 06-cv-14324, ECF No. 85 (S.D.N.Y. May 27, 2011)	\$2,000,000	33.3%
Perry v. Duoyuan Printing, Inc., No. 10-cv-07235, ECF No. 218 (S.D.N.Y. June 16, 2015)	\$1,893,750	33.3%
Lin v. Liberty Health Sciences Inc., No. 19-cv-00161, ECF No. 100 (S.D.N.Y. Nov. 16, 2021)	\$1,800,000	33.3%
In re Noah Education Holdings Ltd. Securities Litigation, No. 08-cv-09203, ECF No. 80 (S.D.N.Y. May 27, 2011)	\$1,750,000	33½%
Calfo and Demsar v. Messina, Sr., et al., No. 15-cv-04010, ECF No. 184 (S.D.N.Y. Oct. 30, 2017)	\$1,650,000	33.3%
In re Altair Nanotechnologies Securities Litigation, No. 14-cv-07828, ECF No. 53 (S.D.N.Y. June 15, 2016)	\$1,500,000	33.0%
In re FAB Universal Corporation Securities Litigation, No. 13-cv-08216, ECF No. 74 (S.D.N.Y. Jan. 28, 2016)	\$1,500,000	33.0%
Strougo v. Bassini, No. 258 F.Supp.2d 254, 262, at *4-5 (S.D.N.Y. 2003)	\$1,500,000	33½%
In re Akazoo S.A. Sec. Litig., No. 20-cv-01900, 2022 WL 14915812 at *4 (E.D.N.Y. Oct. 07, 2022)	\$1,470,000	33½%
Tate v. Aterian, Inc., No. 21-cv-04323, ECF No. 99 (S.D.N.Y. Sept. 12, 2022)	\$1,300,000	33.3%
Tiro v. Public House Investments, LLC, No. 11-cv-07679, ECF No. 113 (S.D.N.Y. Sept. 10, 2013)	\$1,300,000	33½%
Grice v. Pepsi Beverages Company et al., No. 17-cv-08853, ECF No. 66 (S.D.N.Y. Jan. 28, 2019)	\$1,192,275	33½%
Henry et al v. Little Mint, Inc. et al., No. 12-cv-03996, ECF No. 71 (S.D.N.Y. May 23, 2014)	\$1,162,500	33.3%
In re China Sunergy Company Limited, No. 07-cv-07895, ECF No. 66 (S.D.N.Y. May 12, 2011)	\$1,050,000	33.3%
Springer v. Code Rebel Corp., No. 16-cv-03492, 2018 WL 1773137, at *5 (S.D.N.Y. Apr. 10, 2018)	\$1,000,000	33.3%

Select Third Circuit Cases with \$1M Settlements and 33% or Higher Fee Awards

Case	Settlement Amount	Fee Award
In re Tricor Direct Purchaser Antitrust Litig., No. 05-cv-00340, Dkt. No. 543 (D. Del. Apr. 23, 2009)	\$250,000,000	33.33%
In re Flonase Antitrust Litig., 951 F. Supp. 2d 739, 748-52 (E.D. Pa. 2013)	\$150,000,000	33.33%
In re: Tycom, Ltd. Sec. Litig., No. 03-cv-03540, ECF No. 150 (D.N.J. Aug. 25, 2010)	\$79,000,000	33.33%
Howard v. Arconic, Inc., No. 17-cv-01057, ECF No. 253 (W.D.Pa. Aug. 9, 2023)	\$74,000,000	33.33%
Castro v. Sanofi Pasteur Inc., No. 11-cv-07178, 2017 WL 4776626, at *10 (D.N.J. Oct. 20, 2017)	\$61,500,000	33.33%
In re General Instruments Sec. Litig., 209 F. Supp. 2d 423 (E.D. Pa. 2001)	\$48,000,000	33.33%
In re Merck & Co., Inc., Vytorin ERISA Litig., No. 08-cv-00285, 2010 WL 547613, at *13-14 (D.N.J. Feb. 9, 2010)	\$41,500,000	33.33%
Vrakas v. United States Steel Corporation, No.17-cv-00579, ECF No. 358 (W.D.Pa. Mar. 21, 2023)	\$40,000,000	33.33%
In re Automotive Refinishing Paint Antitrust Litig., 2008 WL 63269, at *1 (E.D. Pa. Jan. 3, 2008)	\$39,000,000	33.33%
Bodnar v. Bank of America, N.A., 2016 WL 4582084, at *5 (E.D. Pa. Aug. 4, 2016)	\$27,500,000	33.00%
In re Heckmann Corporation Sec. Litig., No.10-cv-00378, ECF No. 308 (D. Del. June 26, 2014)	\$27,000,000	33.33%
Blatt v. Merrill Lynch, Pierce, Fenner & Smith Inc., No.94-cv-02348, ECF No. 72 (D.N.J. Mar. 5, 1998)	\$22,000,000	33.00%
Lincoln Adventures, LLC v. Certain Underwriters at Lloyd's London, 2019 WL 13159891 (D.N.J. Oct. 3, 2019)	\$21,950,000	33.33%
In re Virgin Mobile USA IPO Litigation, No. 07-cv-05619, ECF No. 146 (D.N.J. Dec. 9, 2010)	\$19,500,000	33.33%
Larson v. Sprint Nextel Corp., No. 07-cv-05325, 2010 WL 234934 (D.N.J. Jan. 15, 2010)	\$18,500,000	33.33%
Hall v. AT&T Mobility LLC, No. 07-cv-05325, 2010 WL 405347 (D.N.J. Oct. 13, 2010)	\$18,000,000	33.33%
Heed v. Universal Health Services Inc., No.17-cv-02817, ECF No. 90 (E.D. Pa. July 21, 2021)	\$17,500,000	33.33%
Southeastern Pennsylvania Transportation Authority v. Orrstown Financial Services, Inc., No. 12-cv-00993, ECF No. 309 (M.D. Pa. May 19, 2023)	\$15,000,000	35.00%
Mylan Pharmaceuticals, Inc. v. Warner Chilcot Public Limited Company, No. 12-cv-03824, 2014 WL 12778314, at *7 (E.D. Pa. Sept. 15, 2014)	\$15,000,000	33.33%
In re Horsehead Holding Corporation Sec. Litig., No.16-cv-00292, 2021 WL 2309689, at *3 (D. Del. June 4, 2021)	\$14,750,000	33.33%
Milliron v. T-Mobile USA, Inc., No. 08-cv-04149, 2009 WL 3345762, at *14 (D.N.J. Sept. 10, 2009)	\$13,500,000	33.33%
In re Toronto-Dominion Bank Sec. Litig., No.17-cv-01665, ECF No. 129 (D.N.J. Oct 4, 2019)	\$13,250,000	33.30%
Fernandez v. Knight Capital Group, Inc., No.12-cv-06760, 2015 WL 13901241, at *3 (D.N.J. July 6, 2015)	\$13,000,000	33.33%
In re Insurance Brokerage Antitrust Litigation, No. 04-cv-05184, 297 F.R.D. 136 at *7 (D.N.J. Aug. 1, 2023)	\$10,500,000	33.00%
In re Viropharma Sec. Litig., No. 02-cv-01627, ECF No. 87 (E.D. Pa. Nov. 16, 2004)	\$9,000,000	33.33%
Ahrendsen v. Prudent Fiduciary Services LLC, No. 21-cv-02157, 2023 WL 4139151 at *8 (E.D. Pa. June 22, 2023)	\$8,700,000	33.33%
Checchia v. Bank of America, N.A., No. 21-cv-03585, 2023 WL 6164406, at *10 (E.D. Pa. Sept. 21, 2023)	\$8,000,000	33.33%
In re Navient Corporation Sec. Litig., No.17-cv-08373, ECF No. 139 (D.N.J. Apr. 14, 2022)	\$7,500,000	33.33%
Cullen v. Whitman Med. Corp., 197 F.R.D. 136, 150 (E.D. Pa. 2000)	\$7,300,000	33.33%
Vitiello v. Bed Bath & Beyond Inc., No. 20-cv-04240, ECF No. 90 (D.N.J. June 3, 2022)	\$7,000,000	33.30%
In re Corel Corp. Sec. Litig., 293 F. Supp. 2d 484 at 495-98 (E.D. Pa. Oct. 28, 2003)	\$7,000,000	33.33%
In re Ravisent Technologies, Inc. Sec. Litig., No. 00-cv-01014, 2005 WL 906361, at *10 (E.D. Pa. April 18, 2005)	\$7,000,000	33.33%
Stevens v. SEI Investments Company, No. 18-cv-04205, 2020 WL 996418, at *15 (E.D. Pa. Feb. 28, 2020)	\$6,800,000	33.33%
Aharoni v. Enzymotec Ltd., No. 14-cv-05556, ECF No. 87 (D.N.J. Jan. 24, 2018)	\$6,500,000	33.33%
Li v. Aeterna Zentaris, Inc., No. 14-cv-07081, 2021 WL 2220565, at *2 (D.N.J. June 1, 2021)	\$6,500,000	33.33%
McIntyre v. RealPage, Inc., No. 18-cv-03934, 2023 WL 2643201, at *2 (E.D. Pa. Mar. 24, 2023)	\$6,500,000	33.33%
Carmack v. Amaya, Inc., No. 16-cv-01884, ECF No. 153 (D.N.J. Dec. 21, 2018)	\$5,750,000	33.33%
Beltran v. SOS Limited, No. 21-cv-07454, 2023 WL 316294 (D.N.J. Jan. 19, 2023)	\$5,000,000	33.33%
In re Safety Components, Inc. Sec. Litig., 166 F. Supp. 2d 72, 101 (D.N.J. 2001)	\$4,500,000	33.33%
In re Greenwich Pharm. Sec. Litig., No. 92-03071, 1995 WL 251293 (E.D. Pa. Apr. 26, 1995)	\$4,375,000	33.33%
Serr v. The Medicines Company, No. 14-cv-01149, ECF No. 73 (D.N.J. June 24, 2016)	\$4,250,000	33.00%
P. Van Hove BVBA v. Universal Travel Group, No.11-cv-02164, 2017 WL 2734714 (D.N.J. June 30, 2017)	\$4,075,000	33.33%
De Vito v. Liquid Holdings Group, Inc., No. 15-cv-06969, ECF No. 283 (D.N.J. Jan. 10, 2020)	\$4,062,500	33.00%
Zynerba Pharmaceuticals, Inc., No. 19-cv-04959, ECF No. 51 (E.D. Pa. Sept. 16, 2021)	\$4,000,000	33.33%
Fergus v. Immunomedics, Inc., No. 16-cv-03335, ECF No. 127 (D.N.J. Jan. 19, 2023)	\$4,000,000	33.33%
Underland v. Alter, No. 10-cv-03621, ECF No. 220 (E.D. Pa. Sept. 8, 2014)	\$3,550,000	33.30%
Chan v. New Oriental Education, No. 16-cv-09279, ECF No. 94 (D.N.J. Oct. 20, 2021)	\$3,150,000	33.00%
Matsukawa co., LLC v. Braskem S.A., No. 20-cv-11366, ECF No. 74 (D.N.J. May 5, 2023)	\$3,000,000	33.33%
Elkin v. Walter Investment Management Corp., No. 17-cv-02025, ECF No. 61 (E.D. Pa. Dec. 18, 2018)	\$2,950,000	33.33%
In re Innocoll Holdings Public Ltd. Co. Sec. Litig., No. 17-cv-00341, 2022 WL 16533571, at *11 (E.D. Pa. Oct. 28, 2022)	\$2,755,000	33.33%
Graham v. Olympus Corporation, No. 11-cv-07103, ECF No. 102 (E.D. Pa. May 13, 2014)	\$2,603,500	33.33%

Case	Settlement Amount	Fee Award
Brown v. Esmor Correctional Servs., Inc., 2005 WL 1917869, at *14 (D.N.J. Aug. 10, 2005)	\$2,500,000	33.33%
Faulkner v. Akers Biosciences, Inc., No. 18-cv-10521, ECF No. 52 (D.N.J. Dec. 23, 2019)	\$2,250,000	33.33%
Bell v. Kanzhun Limited, No. 21-cv-13543, ECF No. 53 (D.N.J. Apr. 5, 2023)	\$2,250,000	33.33%
In re DVI, Inc. Sec. Litig., No. 03-cv-05336, ECF No. 1006 (E.D. Pa. June 24, 2015)	\$2,200,000	37.50%
Dartell V. Tibet Pharmaceuticals, Inc., No 14-cv-03620, 2017 WL 2815073, at *10 (D.N.J. June 29, 2017)	\$2,075,000	33.33%
P. Van Hove BVBA v. Universal Travel Group, Inc., No. 11-cv-02164, 2017 WL 2734714 (D.N.J. June 26, 2017)	\$2,075,000	33.33%
Van Dorp v. Indivior PLC, No. 19-cv-10792, ECF No. 57 (D.N.J. Jan. 6, 2022)	\$2,000,000	33.33%
In re OpNext, Inc. Sec. Litig., No. 08-cv-00920, ECF No. 104 (D.N.J. Jan. 6, 2010)	\$2,000,000	33.33%
Andavarapua v. iBio, Inc., No. 14-cv-01343, ECF No. 69 (D. Del. Apr. 21, 2016)	\$1,875,000	33.33%
He v. China Zenix Auto International Limited, No. 18-cv-15530, ECF No. 61 (D.N.J. Oct. 8, 2021)	\$1,800,000	33.33%
In re Galena Biopharma, Inc. Sec. Litig., No. 17-cv-00929, ECF No. 137 (D.N.J. Feb. 24, 2022)	\$1,600,000	33.00%
Shapiro v. Alliance MMA, Inc. , No. 17-cv-02583, 2018 WL 10050181, at *1 (D.N.J. Oct. 15, 2018)	\$1,550,000	33.33%
Ratz v. PhotoMedex, Inc., No. 13-cv-06808, ECF No. 39 (E.D. Pa. Aug. 11, 2015)	\$1,500,000	33.00%
Sun v. Telestone Technologies Corp., No. 15-cv-00703, ECF No. 77 (D.N.J. Mar. 6, 2018)	\$1,250,000	33.33%
Anderson v. PolyMedix, Inc., No. 12-cv-03721, ECF No. 65 (E.D. Pa. Apr. 30, 2015)	\$1,150,000	33.33%
In re Interpool, Inc. Sec. Litig., No. 04-cv-00321, ECF No. 58 (D.N.J. Aug. 29, 2006)	\$1,000,000	33.33%

Select Fifth Circuit Cases Awarding Attorneys' Fee Awards of 33% or Above

Case	Settlement Amount	Fee Award
In re Shell Oil Refinery, No. 88-cv-01935, 155 F.R.D. 552, 575 (E.D. La. Oct. 20, 1993)	\$170,000,000	33⅓%
In re Combustion, Inc., No. 94-mdl-04000, 968 F. Supp. at 1136, 1142 (W.D. La. June 4, 1997)	\$127,396,000	36.00%
Erica P. John Fund, Inc. v. Halliburton Company, No. 02-cv-01152, 2018 WL 1942227 (N.D. Tex. Apr. 25 2018)	\$100,000,000	33.33%
Sims v. Shearson Lehman Bros., No. 90-cv-00252, 1993 WL 646022, at *3 (N.D. Tex. Nov. 29, 1993)	\$30,000,000	33⅓%
In re Bayou Sorrel Class Action, No. 04-cv-01101, 2006 WL 3230771 (W.D. La. Oct. 31, 2006)	\$28,000,000	36%
Burford v. Cargill, Inc., No. 05-cv-00283, ECF No 339, 2012 WL 5471985 (W.D. La. Nov. 8, 2012)	\$27,500,000	33⅓%
Prause v. Technip FMC plc, No. 17-cv-02368, ECF No. 215 (S.D. Tex. Mar. 23, 2021)	\$19,500,000	33.00%
Rougier v. Applied Optoelectronics, Inc., No. 17-cv-02399, ECF No. 156 (S.D. Tex. Nov. 24, 2020)	\$15,500,000	34.20%
Al's Pet care v. Woodforest National Bank, NA, 2019 WL 387409, at *4 (S.D. Tex. Jan 30, 2019)	\$15,000,000	33.33%
In re Universal Access, Inc. Sec. Litig., No. 02-cv-00103, ECF No. 182 (E.D. Tex. May 16, 2005)	\$11,000,000	33⅓%
Glock v. FTS Int'l, Inc., No. 20-cv-03928, 2021 WL 1422714, at *1-2 (S.D. Tex. Apr. 13, 2021)	\$9,875,000	33.00%
Parmelee v. Santander Consumer USA Holdings Inc., No. 16-cv-00783, ECF No. 86 (N.D. Tex. June 3, 2019)	\$9,500,000	33⅓%
Singh v. 21Vianet Group, Inc., No. 14-cv-00894, 2018 WL 6427721, at *2 (E.D. Tex. Dec. 7, 2018)	\$9,000,000	33.3%
In re DrKoop.com, No. 00-cv-00427, ECF No. 48 (W.D. Tex. Nov. 14, 2001)	\$8,550,000	33⅓%
Friedman v. Penson Worldwide, Inc., No. 11-cv-02098, ECF No. 100 (N.D. Tex. Aug. 23, 2013)	\$6,500,000	33⅓%
In re Bristow Group Inc. Sec. Litig., No. 19-cv-00590, ECF No. 70 (S.D. Tex. Aug. 6, 2021)	\$6,250,000	33.00%
In re: Pool Products Distr. Market Antitrust Litig., 12-md-02328, 2016 WL 235781 at *12 (E.D. La. Jan. 20, 2016)	\$6,000,000	33⅓%
Williams v. Go Frac, LLC, No. 15-cv-00199, 2017 WL 3699350 at *2 (E.D. Tex. Apr. 26, 2017)	\$5,782,848	35%
In re Forterra Inc. Sec. Litig., No. 18-cv-01957, 2020 WL 4727070, at *1 (N.D. Tex. Aug. 12, 2020)	\$5,500,000	33⅓%
Miller v. Global Geophysical Services, Inc., No. 14-cv-00708, ECF No. 137 (S.D. Tex. Jan. 1, 2016)	\$5,300,000	33⅓%
In re EZCORP, Inc. Sec. Litig., No. 15-cv-00608, 2019 WL 6649017, at *1 (W.D. Tex. Dec. 6, 2019)	\$4,875,000	33.00%
In re: CaptureRX Data Breach Litig., 21-cv-00523, ECF No. 49 (W.D. Tex. June 23, 2022)	\$4,750,000	33⅓%
Carlton v. Cannon, No. 15-cv-00012, ECF No. 158 (S.D. Tex. June 7, 2017)	\$4,500,000	33⅓%
Bodin v. SAExploration Holdings, Inc., No. 19-cv-03089, ECF No. 103 (S.D. Tex. Aug 12, 2021)	\$4,500,000	33.33%
Jenkins v. Trustmark Nat'l Bank, No. 12-cv-00380, 300 F.R.D. at 307 (S.D. Miss. Mar 25, 2014)	\$4,000,000	33⅓%
Kemp v. Unum Life Insurance Company of America, No. 14-cv-00944, 2015 WL 8526689, at *9 (E.D. La. Dec 11, 2015)	\$3,738,402	33⅓%
Celeste v. Intrusion Inc., No. 21-cv-00307, ECF No. 74 (E.D. Tex. Dec 16, 2022)	\$3,250,000	33⅓%
Fairway Med. Ctr., L.L.C. v. McGowan Enterprises, Inc., No. 16-cv-03782, 2018 WL 1479222, at *2 (E.D. La. Mar. 27, 2018)	\$3,250,000	33⅓%
Fitzpatrick v. Uni-Pixel, Inc., No. 13-cv-01649, ECF No. 58 (S.D. Tex. Apr. 30, 2015)	\$2,350,000	33⅓%
In re: RCI Hospitality Holdings, Inc. Sec. Litig., No. 19-cv-01841, ECF No. 81 (S.D. Tex. Aug 12, 2022)	\$2,200,000	33⅓%
Vassallo v. Goodman Networks, Inc., No. 15-cv-00097, 2016 WL 6037847, at *4, *6 (E.D. Tex. Oct 14, 2016)	\$2,000,000	39.78%
Branca v. First USA Paymentech, Inc., No. 97-cv-02507, ECF No. 59 (N.D. Tex. Jan. 4, 2001)	\$2,000,000	33⅓%
Campton v. Ignite Rest. Grp., Inc., No. 12-cv-02196, 2015 WL 12766537, at *3 (S.D. Tex. June 5, 2015)	\$1,800,000	33⅓%
Barfuss v. DGSE Co. Inc., No. 12-cv-03664, ECF No. 52 (N.D. Tex. Sept. 16, 2013)	\$1,700,000	33⅓%
Faircloth v. Certified Fin. Inc., No. 99-cv-03097, 2001 WL 527489, at *9 (E.D. La. May 16, 2001)	\$1,534,321	35.00%
Lee v. Active Power, Inc., No. 13-cv-00797, ECF No. 65 (W.D. Tex. May 15, 2015)	\$1,500,000	33⅓%
In re CBD Energy Limited Sec. Litig., No. 15-cv-01668, ECF No. 147 (S.D. Tex. July 27, 2017)	\$1,500,000	33⅓%

Select Sixth Circuit Cases with \$3M Settlements and 33% or Higher Fee Awards

Case	Settlement Amount	Fee Award
In re Southeastern Milk Antitrust Litig., No. 08-md-1000, 2013 WL 2155387 (E.D.Tenn. May 17, 2013)	\$158,600,000	33.33%
In re Southeastern Milk Antitrust Litig, No. 07-cv-00208, ECF No. 1897 (E.D.Tenn. July 11, 2012)	\$145,000,000	33.33%
In re Skelaxin (Metaxalone) Antitrust Litig, No. 12-md-02343, ECF No. 747 (E.D.Tenn. June 30, 2014)	\$73,000,000	33.33%
In re Community Health Sys., Inc. S'holder Derivative Litig., No. 11-cv-00489, ECF Nos. 272-1, 274 (M.D. Tenn. Jan 17, 2017)	\$60,000,000	33.33%
Grae v. Corrections Corporation of America et al., No. 16-cv-02267, ECF No. 478 (M.D.Tenn Nov. 8, 2021)	\$56,000,000	33.33%
Morse v. McWhorter, No. 97-cv-0370, ECF No. 310 (M.D.Tenn. Mar. 12, 2004)	\$49,500,000	33.33%
Jackson County Employees Retirement System v. Ghosn et al., No. 18-cv-01368, ECF No. 267 (M.D. Tenn. Oct. 7, 2022)	\$36,000,000	33.33%
Cosby v. Miller et al., No. 16-cv-00121, ECF No. 268 (E.D. Tenn. July 12, 2022)	\$35,000,000	33.33%
In re Omnicare, Inc. Sec. Litig., No. 06-cv-00026, ECF No. 332 (E.D. Ky. June 27, 2019)	\$20,000,000	33.33%
In re Prandin Direct Purchaser Antitrust Litigation, No. 10-cv-12141, ECF No. 68 (E.D. Mich. Jan. 20, 2015)	\$19,000,000	33.33%
In re Reciprocal of America Sales Practice Litig. No. 4-md-01551, ECF No. 1004 (W.D.Tenn. May 28, 2015)	\$15,000,000	33.33%
In re Sirrom Capital Corporation Sec. Litig., No. 98-cv-00643, ECF No. 92 (M.D.Tenn. Feb 8, 2000)	\$15,000,000	33.33%
In re: Foundry Resins Antitrust Litigation, No. 04-md-1638, ECF No. 247 (S.D.Ohio March 31, 2008)	\$14,156,421	33.33%
Stein v. U.S. Xpress Enterprises, Inc., No. 19-cv-00098, ECF No. 228 (E.D. Tenn. June 5, 2023)	\$13,000,000	33.33%
Burges et al. v. BancorpSouth, Inc. et al., No. 14-cv-01564, ECF No. 265 (M.D.Tenn. Sept 21, 2018)	\$13,000,000	33.33%
In re Envoy Corporation Sec. Litig., No. 98-cv-0760, ECF No. 164 (M.D.Tenn. Dec 18, 2003)	\$11,000,000	33.33%
Abadeer et al v. Tyson Foods Inc, No. 09-cv-00125, ECF No. 420 (M.D.Tenn. Oct. 17, 2014)	\$7,750,000	33.33%
Bowers v. Windstream Kentucky East, LLC, No. 09-cv-00440, 2013 WL 593401, at *5 (W.D. Ky. Nov 1, 2013)	\$7,500,000	33.33%
Martin v. Trott Law PC , No. 15-cv-12838, ECF No. 198 (E.D. Mich. Sept. 28, 2018)	\$7,500,000	33.30%
Zaller v. Fred's, Inc., No. 19-cv-02415, ECF No. 105 (W.D. Tenn. July 6, 2022)	\$7,250,000	33.33%
Struck et al v. PNC Bank N.A., No. 11-cv-00982, ECF No. 156 (S.D.Ohio May 14, 2014)	\$7,000,000	33.00%
Knights v. Publix Super Markets, Inc., No. 14-cv-00720, ECF No. 69 (M.D.Tenn. Nov. 10, 2014)	\$6,812,775	35.16%
Eshe Fund v. Fifth Third Bancorp, No. 08-cv-00421, ECF No. 234 (S.D.Ohio July 11, 2016)	\$6,000,000	33.33%
Sandusky Wellness Center LLC et al v. Heel Inc et al, No. 12-cv-01470, ECF No. 95 (N.D.Ohio Apr. 25, 2014)	\$6,000,000	33.33%
Greater Pennsylvania Carpenters Pension Fund v. Chemed Corp. et al., No. 12-cv-00028, ECF No. 66 (S.D. Ohio July 15, 2014)	\$6,000,000	33.00%
BleachTech LLC v. United Parcel Service, Inc., No. 14-cv-12719, 2022 WL 2900796, at *12 (E.D. Mich. July 20, 2022)	\$5,700,000	33.33%
Nolan v. Detroit Edison Company, No. 18-cv-13359, ECF No. 89 (E.D. Mich. Oct. 4, 2022)	\$5,500,000	33.33%
In re Provectus Biopharmaceuticals, Inc. Sec. Litig., 2016 WL 7735229, at *3 (E.D. Tenn. Dec. 12, 2016)	\$3,500,000	33.30%
Davidson v. Henkel Corporation et al, No. 12-cv-14103, ECF No. 157 (E.D.Mich. Dec. 8, 2015)	\$3,350,000	38.39%
Adams v. Standard Knitting Mills, Inc. , No. 72-cv-08052, 1978 WL 1074, at *3 (E.D. Tenn. Jan. 6, 1978)	\$3,343,385	34.70%
North Port Firefighters' Pension-Local Option Plan v. Fushi Copperweld, Inc., No. 11-cv-00595, ECF No. 143 (M.D.Tenn. May 12, 2014)	\$3,250,000	33.30%
Carroll v. Guardian Home Care Holdings, Inc. et al, No. 14-cv-01722, ECF No. 68 (M.D.Tenn. Aug. 31, 2015)	\$3,000,000	33.33%
In re Caraco Pharmaceutical Laboratories, Ltd. Sec. Litig., No. 09-cv-12830, ECF No. (E.D. Mich. June 26, 2013)	\$2,975,000	33.00%
Castillo v. Morales, Inc., No. 12-cv-00650, ECF No. 123 (E.D.Ohio Dec. 22, 2015)	\$2,200,000	33.33%
Capannari et al v. Galemno et al., No. 13-cv-00883, ECF No. 373 (S.D. Ohio Aug. 16, 2018)	\$1,805,085	33.11%
Oatman v. InfoCision, Inc. et al, No. 12-cv-02770, ECF No. 90 (N.D.Ohio March 28, 2014)	\$1,700,000	33.33%
Worthington v. CDW Corp., No. 03-cv-00649, 2006 WL 8411650, at *4 (S.D. Ohio May 22, 2006)	\$1,450,000	33.33%
Daoust v. Maru Restaurant, LLC , No. 17-cv-13879, 2019 WL 2866490, at *4 (E.D. Mich. July 3, 2019)	\$1,450,000	33.33%
Dallas v. Alcatel-Lucent USA, Inc., No. 09-cv-14596, 2013 WL 2197624, at *14 (E.D. Mich. May 20, 2013)	\$1,400,000	33.00%
Barnes v. Winking Lizard, Inc., No. 18-cv-00952, 2019 WL 1614822, at *7 (N.D. Ohio Mar. 26, 2019)	\$1,125,000	33.33%

Select Seventh Circuit Cases Awarding Attorneys' Fees of 33% or Above

Case	Settlement Amount	Fee Award
In re Broiler Chicken Antitrust Litig., No. 16-cv-08637, 2021 WL 5709250, at *4 (N.D. Ill., Dec 1, 2021)	\$169,601,600	33½%
Standard Iron Works v. ArcelorMittal, No. 08-cv-5214, 2014 WL 7781572, at *1 (N.D. Ill. Oct. 22, 2014)	\$163,900,000	33%
City of Greenville v. Syngenta Crop Prot., Inc., 904 F. Supp. 2d 902, 908-09 (S.D. Ill. Oct 23, 2012)	\$105,000,000	33½%
In re TikTok, Inc., Consumer Privacy Litigation, No. 20-cv-04699, 617 F.Supp.3d 904, 28-37 (N.D. Ill. July 28, 2022)	\$92,000,000	33½%
In re Plasma-Derivative Protein Therapies Antitrust Litig., No. 09-cv-7666, ECF No. 693 at 7 (N.D. Ill. Jan. 22, 2014)	\$64,000,000	33½%
Abbott v. Lockheed Martin Corp., 2015 WL 4398475, at *4 (S.D. Ill. July 17, 2015)	\$62,000,000	33%
Spano v. Boeing Co., No. 06-cv-0743, 2016 WL 3791123, at *2 (S.D. Ill. March 31, 2016)	\$57,000,000	33½%
In re Dairy Farmers of Am., Inc., Cheese Antitrust Litig., 80 F. Supp. 3d 838, at 862 (N.D. Ill. Feb 20, 2015)	\$46,000,000	33½%
Mansfield v. Air Line Pilots Ass'n Intl, No. 06-cv-6869, ECF No. 373 (N.D. Ill. Dec. 14, 2009)	\$44,000,000	35%
Gehrich v. Chase Bank, USA, N.A., No. 12-cv-5510, ECF No. 117 (N.D. Ill. Aug. 12, 2014)	\$33,000,000	33.33%
In re Steel Antitrust Litig., No. 08-cv-05214, ECF No. 680 (N.D. Ill. Feb. 16, 2017)	\$30,000,000	33%
Perry v. Nat'l City Bank, No. 05-cv-0891, ECF No. 81 at 2 (S.D. Ill. Mar. 3, 2008)	\$27,500,000	33%
Kaufman v. Motorola, Inc., No. 95-CV-1069, ECF No. 355 (N.D. Ill. May 24, 2001)	\$25,000,000	33½%
In re Potash Antitrust Litig., No. 08-CV-6910, ECF No. 589 at 2 (N.D. Ill. June 12, 2013)	\$20,250,000	33½%
Martin v. Caterpillar Inc., No. 07-cv-1009, 2010 WL 11614985, at *2 (C.D. Ill. Sept. 10, 2010)	\$16,500,000	33½%
Will v. General Dynamics Corporation, No. 06-cv-0698, 2010 WL 4818174, at *4 (S.D. Ill. Nov 22, 2010)	\$15,150,000	33½%
Desai v. ADT Sec. Servs., Inc., No. 11-cv-1925, ECF No. 243 (N.D. Ill. June 21, 2013)	\$15,000,000	33.33%
Boutchard, et al. v. Gandhi, No. 18-cv-07041, ECF No. 154 (N.D. Ill. July 30, 2021)	\$15,000,000	33%
Borders v. Wal-Mart Stores, Inc., No. 17-cv-00506, ECF No. 150 at 3-4 (S.D. Ill. Apr. 29, 2020)	\$14,000,000	33½%
Kolinek v. Walgreen Co., 311 F.R.D. 483, 58-59 (N.D. Ill. Nov 23, 2015)	\$11,000,000	36%
Abante Rooter and Plumbing, Inc. v. Oh Ins. Agency, 2019 WL 10248700, at *4 (N.D. Ill. Dec. 10, 2019)	\$10,500,000	33½%
Meyenburg v. Exxon Mobil Corp., No. 05-cv-00015, 2006 WL 2191422, at *2 (S.D. Ill. July 31, 2006)	\$10,000,000	40%
Crumpton v. Octapharma Plasma, Inc., No. 19-cv-8402, ECF No. 92 at 16 (N.D. Ill. Feb 16, 2022)	\$9,987,380	33.3%
Weiner v. Quaker Oats Co., No. 98 C 3123, ECF No. 134 (N.D. Ill. Sept. 14, 2001)	\$9,900,000	33½%
Bristol Cnty. Ret. Sys. v. Allscripts Healthcare Sols., Inc., No. 12-cv-3297, ECF No. 130 (N.D. Ill. Jul 22, 2015)	\$9,750,000	33%
George v. Kraft Foods Global, Inc., No. 08-cv-3799, 2012 WL 13089487, at *4 (N.D. Ill. June 26, 2012)	\$9,500,000	33½%
Schulte v. Fifth Third Bank, 805 F. Supp. 2d 560, 601 (N.D. Ill. July 29, 2011)	\$9,500,000	33½%
Charvat v. Valente, No. 12-cv-5746, 2019 WL 5576932, at *13 (N.D. Ill. Oct 28, 2019)	\$9,267,452	33.99%
Cummings v. Sallie Mae, 12-C-9984, ECF No. 91 (N.D. Ill. May 30, 2014)	\$9,250,000	33%
Gupta v. Power Sols. Int'l, Inc., No. 16-cv-8253, 2019 WL 2135914, at *1 (N.D. Ill. May 13, 2019)	\$8,500,000	33½%
In re Guidant Corp. ERISA Litig., No. 05-cv-1009, ECF No. 194 at 2 (S.D. Ind. Sept. 10, 2010)	\$7,000,000	38%
Briggs v. PNC Financial Services Group, Inc., No. 15-cv-10447, 2016 WL 7018566, at *15 (N.D. Ill. Nov. 29, 2016)	\$6,000,000	33½%
Hinman v. M&M Rental Ctr., Inc., No. 06-cv-1156, ECF No. 225 (N.D. Ill. Oct. 6, 2009)	\$5,817,150	33.33%
Coleman v. Sentry Insurance a Mutual Company, No. 15-cv-1411, 2016 WL 6277593, at *2 (S.D. Ill. Oct. 27, 2016)	\$5,718,825	33½%
In re Ready-Mixed Concrete Antitrust Litig., No. 05-cv-0979, 2010 WL 3282591, at *3 (S.D. Ind. Aug. 17, 2010)	\$5,515,000	33½%

Case	Settlement Amount	Fee Award
Martin v. Dun & Bradstreet, Inc. et al, No. 12-cv-0215, ECF No. 63 (N.D. Ill. Jan. 16, 2014)	\$4,900,000	33.33%
Goldsmith v. Tech. Sols. Co., No. 92-c-4374, 1995 WL 17009594, at *8 (N.D. Ill. Oct. 11, 1995)	\$4,600,000	33½%
Thome v. NOVAtime Tech, Inc., No. 19-cv-6256, ECF No. 90 at 21 (N.D. Ill. Mar. 8, 2021)	\$4,100,000	33.3%
Brasher v. Broadwind Energy, Inc., No. 11-cv-0991, ECF No. 141 at *4 (N.D. Ill. Jun 27, 2013)	\$3,915,000	33%
Conlee v. WMS Industries Inc., No. 11-cv-3503, ECF No. 118 at *4 (N.D. Ill. May 20, 2014)	\$3,700,000	33%
Fosbinder-Bittorf v. SSM Health Care of Wisconsin, Inc., No. 11-cv-0592, 2013 WL 5745102, at *1 (W.D. Wis. Oct. 23, 2013)	\$3,500,000	33½%
Kitson v. Bank of Edwardsville, No. 08-cv-507, 2010 WL 331730, at *2 (S.D. Ill. Jan. 25, 2010)	\$3,415,000	33½%
Brewer v. Molina Healthcare, Inc., No. 16-cv-9523, 2018 WL 2966956, at *3 (N.D. Ill. Jun 12, 2018)	\$3,375,520	33½%
Beezley v. Fenix Parts, Inc., No. 17-cv-7896, 2020 WL 4593823 (N.D. Ill. Aug 7, 2020)	\$3,300,000	33½%
Castillo v. Noodles & Company, No. 16-cv-3036, 2016 WL 7451626 at *4 (N.D. Ill., Dec 23, 2016)	\$3,000,000	33½%
Porter v. Pipefitters Ass'n Local Union 597, No. 12 C 9844, Dkt. 254 at 10; Dkt. 259 at 3-4 (N.D. Ill. Nov. 24, 2020 & Feb. 8, 2021)	\$3,000,000	33½%
Koszyk v. Country Financial aka CC Services, Inc., No. 16-cv-3571, 2016 WL 5109196 at *2 (N.D. Ill. Jun 12, 2018)	\$2,825,000	33½%
Burlinski v. Top Golf USA Inc., No. 19-cv-6700, ECF No. 103 at 8 (N.D. Ill. Oct. 13, 2021)	\$2,596,034	33.33%
Firerock Global Opportunity Fund LP v. Rubicon Technology, Inc., No. 15-cv-03813, ECF No. 87 (N.D. Ill. May 20, 2016)	\$2,500,000	33%
Paldo Sign and Display Company v. Topsail Sportswear, Inc., No. 08-cv-05959, ECF No. 116 (N.D. Ill. Dec. 21, 2011)	\$2,000,000	33.33%
In re Great Lakes Dredge & Dock, No. 13-cv-02115, ECF No. 78 at 6 (N.D. Ill. Sep. 17, 2015)	\$1,955,000	33.33%
Martinez v. Nando's Rest. Grp., Inc., No. 19-cv-7012, ECF No. 63 at 17 (N.D. Ill. Oct. 27, 2020)	\$1,787,000	33.33%
Kelly v. Bluegreen Corp., No. 08-cv-0401, ECF No. 151 at 4 (W.D. Wis. Oct. 30, 2009)	\$1,530,000	33½%
In re Acura Pharms., Inc. Sec. Litig., No. 10-cv-5757, ECF No. 102 at 5 (N.D. Ill. Mar. 14, 2012)	\$1,500,000	33½%
Dixon v. Washington & Jane Smith Cmty.-Beverly, No. 17-cv-8033, ECF No. 103 at 1 (N.D. Ill. Aug 20, 2019)	\$1,356,000	33.3%
In re Lithotripsy Antitrust Litig., No. 98-c-8394, 2000 WL 765086, at *2 (N.D. Ill. June 12, 2000)	\$1,300,000	33½%
Wolfe v. TCC Wireless, LLC, No. 16-cv-11663, 2018 WL 11215318 at *3	\$1,150,000	33½%
Bryant v. Loews Chicago Hotel, Inc., No. 19-cv-3195, ECF No. 77 at 1 (N.D. Ill. Oct. 30, 2020)	\$1,036,396	33.3%
Pavlik v. FDIC, No. 10-cv-0816, 2011 WL 5184445, at *4 (N.D. Ill. Nov. 1, 2011)	\$1,026,829	33½%

Select Ninth Circuit Cases with 33% or Above Fee Awards

Case	Settlement Amount	Fee Award
Perez v. Rash Curtis & Assocs., No. 16-cv-03396, 2020 WL 1904533 at *15 (N.D. Cal. Apr. 17, 2020)	\$267,000,000	33½%
In re Apollo Grp. Inc. Sec. Litig., No. 04-cv-02147, 2012 WL 1378677, at *7 (D. Ariz. Apr. 20, 2012)	\$145,000,000	33.33%
In re Lidoderm Antitrust Litig., No. 14-md-02521, 2018 WL 4620695, at *4 (N.D. Cal. Sept. 20, 2018)	\$104,750,000	33½%
Meijer, Inc. v. Abbott Labs., No. 07-cv-05985, 2011 WL 13392313, at *2 (N.D. Cal. Aug. 11, 2011)	\$52,000,000	33.33%
Beaver v. Tarsadia Hotels, No. 11-cv-01842, 2017 WL 4310707 at *12, (S.D. Cal. Sept. 28, 2017)	\$51,150,000	33½%
Hageman v. AT&T Mobility LLC, No. 13-cv-00050, 2015 WL 9855925, at *4 (D. Mon. Feb. 11, 2015)	\$45,000,000	33½%
Carlin v. DairyAmerica, Inc., 380 F.Supp.3d 998, at *1023 (E.D. Cal. 2019)	\$40,000,000	33.30%
Thomas & Thomas Rodmakers Inc. v. Newport Adhesives and Composites, Inc., No. 99-cv-07796, ECF No. 802, (C.D. Cal. Oct. 18, 2005)	\$36,250,000	33.00%
In re Public Service Co., No. 91-cv-00536, 1992 U.S. Dist. LEXIS 16326, at *9 (S.D. Cal. July 28, 1992)	\$33,000,000	33.00%
Bickley v. Schneider Nat'l Carriers, Inc., No. 08-cv-05806, 2016 WL 6910261, at *3-4 (N.D. Cal. Oct. 13, 2016)	\$28,000,000	33½%
In re Heritage Bond Litig., No. 02-ml-1475, 2005 WL 1594403, at *23 (C.D. Cal. Jun. 10, 2005)	\$27,783,000	33.33%
Wren v. RGIS Inventory Specialists, No. 06-cv-05778, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011)	\$27,000,000	42.00%
In re Tezos Sec. Litig., No. 17-cv-06779, ECF No. 262 (N.D. Cal. Aug 28, 2020)	\$25,000,000	33.33%
Dakota Medical, Inc. v. RehabCare Grp., Inc., No. 14-cv-02081, 2017 WL 4180497, at *9-10 (E.D. Cal. Sept. 21, 2017)	\$25,000,000	33½%
NECA-IBEW Pension Trust Fund v. Precision Castparts Corp., No. 16-cv-01756, ECF No. 169 (D. Or. May 7, 2021)	\$21,000,000	33.30%
Abdullah v. U.S. Security Associates, Inc., No. 09-cv-09554, 2017 WL 11630767 (C.D. Cal. Dec 4, 2017)	\$20,613,339	33½%
Alvarez v. XPO Logistics Cartage, LLC ,No. 18-cv-03736, ECF No. 584, (Feb. 17, 2022)	\$20,000,000	33.33%
In re Banc of Cal. Sec. Litig., No. 17-cv-00118, 2020 WL 1283486, at *1 (C.D. Cal. Mar. 16, 2020)	\$19,750,000	33.00%
Waldbuesser v. Northrop Grumman Corp., No. 06-cv-06213, 2017 WL 9614818, at *3 (C.D. Cal. Oct 24, 2017)	\$16,750,000	33½%
Morris v. Lifescan, Inc., 54 Fed. App'x 663, 664 (9th Cir. 2003)	\$14,800,000	33.00%
In re Allied Nevada Gold Corp. Sec. Litig., No. 14-cv-00175, ECF No. 215 (D. Nev. Nov. 16, 2020)	\$14,000,000	33½%
Good Morning to You Prods. Corp. v. Warner/Chappell Music, Inc., No. 13-cv-04460, ECF No. 349, (C.D. Cal. June 30, 2016)	\$14,000,000	33.00%
Tawfilis v. Allergan, Inc., No. 15-cv-00307, 2018 WL 4849716, at *7 (C.D. Cal. Aug. 27, 2018)	\$13,450,000	33½%
Kendall v. Odonate Therapeutics, Inc., No. 20-cv-01828, 2022 WL 1997530, at *6-7 (S.D. Cal. June 6, 2022)	\$12,750,000	33½%
Marshall v. Northrop Grumman Corp., No. 16-cv-06794, 2020 WL 5668935, at *8 (C.D. Cal. Sept. 18, 2020)	\$12,375,000	33½%
In re Pacific Enters. Sec. Litig., 47 F.3d at 373 at *10 (9th Cir. 1995)	\$12,000,000	33.00%
Singh v. Roadrunner Intermodal Servs., LLC, No. 15-cv-01497, 2019 WL 316814 at *9 (E.D. Cal. Jan. 24, 2019)	\$9,250,000	33½%
Jenson v. First Tr. Corp., No. CV 05-03124, 2008 WL 11338161 (C.D. Cal. Jun. 9, 2008)	\$8,500,000	33½%
Fernandez v. Victoria Secret Stores, LLC, No. 06-cv-04149, 2008 WL 8150856, at *16 (C.D. Cal. Jul. 21, 2008)	\$8,500,000	34.00%
Vigueras v. Red Robin Inter'l, Inc., No. 17-cv-01422, ECF No. 182 (C.D. Cal. Dec. 2, 2020)	\$8,500,000	33.33%
Azar v. Yelp, Inc. et al., No. 18-cv-00400, ECF No. 202 (N.D. Cal. Jan 27, 2023)	\$22,250,000	33.3%
Jones v. CertifiedSafety, Inc., No. 17-cv-02229, ECF No. 232 (N.D. Cal. Jun. 1, 2020)	\$6,000,000	33.33%
Linney v. Cellular Alaska P'ship, No. 96-cv-03008, 1997 WL 450064, at *7 (N.D. Cal. July 18,	\$6,000,000	33½%
Boyd v. Bank of Am. Corp., No. 13-cv-00561, 2014 WL 6473804, at *9 (C.D. Cal. Nov. 18, 2014)	\$5,800,000	33½%

Case	Settlement Amount	Fee Award
In re First Regional Bancorp Sec. Litig., No. 10-cv-00537, ECF No. 4964 (C.D. Cal. July 21, 2014)	\$5,500,000	33.30%
In re Interlink Elec., Inc. Sec. Litig., No. 05-cv-08133, ECF No. 165 (C.D. Cal. June 1, 2009)	\$5,000,000	33½%
Berry v. Urban Outfitters Wholesale, Inc., No. 13-cv-02628, ECF No. 114 (N.D. Cal. Apr. 7, 2016)	\$5,000,000	33.33%
In re Orexigen Therapeutics, Inc. Sec. Litig., No. 15-cv-00540, ECF No. 155 (S.D. Cal. Nov. 30, 2021)	\$4,800,000	33.00%
Hodges v. Akeena Solar, Inc., No. 09-cv-02147, ECF No. 167 (N.D. Cal. Dec. 15, 2011)	\$4,770,000	33½%
Aguilar v. Wawona Frozen Foods, No. 15-cv-00093, 2017 WL 2214936 (E.D. Cal. May 19, 2017)	\$4,500,000	33½%
West v. Cal. Serv. Bureau, Inc., No. 16-cv-03124, ECF No. 128 (N.D. Cal. Jan. 23, 2019)	\$4,100,000	33.33%
Larson v. Harman-Mgmt. Corp., No. 16-cv-00219, 2020 WL 3402406 at *8 (E.D. Cal. June 19, 2020)	\$4,000,000	33½%
In re K12 Inc. Sec. Litig., No. 16-cv-04069, ECF No. 120 (N.D. Cal. July 10, 2019)	\$3,500,000	33.00%
Cook v. Atossa Genetics, Inc., No. 13-cv-01836, ECF No. 98 (W.D. Wash. July 20, 2018)	\$3,500,000	33.00%
Mathein v. Pier 1 Imports (U.S.), Inc., No. 16-cv-00087, 2018 WL 1993727 (E.D. Cal. Apr 27, 2018)	\$3,500,000	33½%
In re K12 Inc. Sec. Litig., No. 16-cv-04069, 2019 WL 3766420, at *1 (N.D. Cal. July 10, 2019)	\$3,500,000	33.00%
Wise v. Ultra Salon, Cosmetics & Fragrance, Inc., No. 17-cv-00853, 2020 WL 1492672 (E.D. Cal. Mar. 27, 2020)	\$3,500,000	33½%
Vandervort v. Balboa Cap. Corp., 8 F.Supp.3d 1200, 1210 (C.D. Cal. Mar. 27, 2014)	\$3,300,000	33.00%
Gonzalez v. CoreCivic of Tenn., LLC, No. 16-cv-01891, 2020 WL 1475991 at *10 (E.D. Cal. Mar. 26, 2020)	\$3,200,000	33½%
Antonopoulos v. N. Am. Thoroughbreds. Inc., No. 87-cv-00979, 1991 WL 427893, at *4, (S.D. Cal. May 6, 1991)	\$3,098,000	33½%
In re Mikohn Gaming Corp. Sec. Litig., No. 05-cv-1410, ECF No. 96, (D. Nev. June 6, 2007)	\$2,800,000	33.33%
In re Resonant Inc. Sec. Litig., No. 15-cv-01970, ECF No. 154 (C.D. Cal. Nov. 20, 2017)	\$2,750,000	33.00%
In re 2TheMart.com, Inc. Sec. Litig., No. 99-cv-1127, ECF No. 161 (C.D. Cal. July 8, 2002)	\$2,700,000	33½%
Elliot v. China Green Agric. Inc., No. 10-cv-00648, ECF No. 166 (D. Nev. Aug. 12, 2014)	\$2,500,000	33½%
In re Merix Corp. Sec. Litig., No. 04-cv-00826, ECF No. 236 (D. Or. Jan. 3, 2011)	\$2,500,000	33.33%
Brulee v. DAL Global Servs., LLC, No. 17-cv-06433, ECF No. 51 (C.D. Cal. Dec 13, 2018)	\$2,500,000	33.33%
Emmons v. Quest Diagnostics Clinical Labs., Inc., No. 13-cv-00474, 2017 WL 749018 (E.D. Cal. Feb. 27, 2017)	\$2,350,000	33½%
Cheng Jiangchen v. Rentech, Inc., No. 17-cv-01490, 2019 WL 5173771, at *9 (C.D. Cal. Oct 10, 2019)	\$2,050,000	33½%
Yaron v. Intersect ENT, Inc., No. 19-cv-02647, ECF No. 80 (N.D. Cal. Nov. 5, 2021)	\$1,900,000	33½%
Likas v. ChinaCache Int'l Holdings Ltd., No. 19-cv-06942, ECF No. 95 (C.D. Cal. Mar. 14, 2022)	\$1,800,000	33.30%
In re Mego Fin. Corp. Sec. Litig., 213 F.3d 454, 463 (9th Cir. 2000)	\$1,725,000	33½%
In re AudioEye, Inc. Sec. Litig., No. 15-cv-00163, ECF No. 100 (D. Ariz. May 8, 2017)	\$1,525,000	33.33%

EXHIBIT 15

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

E-FILED
8/7/2017 9:38 AM
Clerk of Court
Superior Court of CA,
County of Santa Clara
2014-1-CV-266866
Reviewed By: R. Walker

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

In Re FireEye, Inc. Securities Litigation
Consolidated Action, Including:

IBEW Local Union 363 v. FireEye, Inc.
Platt v. FireEye, Inc.

Case No.: 1-14-CV-266866 (Lead Case)
[Consolidated With:
Case No. 1-14-CV-268110]

ORDER AFTER HEARING ON
AUGUST 4, 2017
Final Fairness Hearing

The above-entitled matter came on regularly for hearing on Friday, March 10, 2017 at 9:00 a.m. in Department 19 (Complex Civil Litigation), the Honorable Peter H. Kirwan presiding. The Court reviewed and considered the written submission of all parties and issued a tentative ruling on March 9, 2017. No party contested the tentative ruling; therefore, the Court orders that the tentative ruling be adopted and incorporated herein as the Order of the Court, as follows:

This is a consolidated securities class action against defendant FireEye, Inc., its individual executives and directors, and the underwriters of FireEye's second public offering of securities on March 6, 2014 (the "Offering"), in which FireEye sold 14 million shares.

1 Currently at issue are motions by plaintiff and class representative DeKalb County
2 Employees Retirement Plan (1) for final approval of a class action settlement and (2) for
3 attorney fees, expenses, and lead plaintiff's service award. The motions are unopposed.
4

5 I. Factual and Procedural Background
6

7 In the operative FAC, plaintiffs allege that FireEye is a security company providing
8 automated threat forensics and dynamic malware protection against cyber threats. (FAC, ¶ 2.)
9 According to plaintiffs, FireEye's September 20th, 2013 initial public offering price was \$20 per
10 share, trading up to \$36 per share by the close of its first day. (*Id.* at ¶ 3.) After going public,
11 FireEye allegedly made several positive statements about its technology in public filings and
12 announcements, all of which caused the price of FireEye shares to rise to a record-closing high
13 of \$95.63 on March 5, 2014. (*Id.* at ¶¶ 4-5.)
14

15 Meanwhile, however, FireEye's top executives and directors planned to dump over eight
16 million shares of their personal holdings into the market through the Offering, to reap nearly
17 \$700 million in insider selling proceeds. (FAC, ¶ 6.) Plaintiffs allege that the associated March
18 6th, 2014 Registration Statement¹ continued to tout the company's business, products and
19 performance, including claims that FireEye's platform provided a "comprehensive" and
20 "complete" solution for cybersecurity threats with "negligible" false-positive rates, and that
21 FireEye's software has the ability to "identify and block" known and previously unknown
22 cybersecurity threats. (*Id.* at ¶ 8.) The Registration Statement also contained representations
23 concerning the purported benefits of recently-acquired cybersecurity software firm Mandiant
24 Corporation as a "significant opportunity [for FireEye] to leverage the inherent synergies
25 between products and services." (*Id.* at ¶¶ 4-5, 8.) Plaintiffs allege that these representations
26 were materially misleading in the following ways:
27

28 ¹ The FAC identifies the "Registration Statement" as the original February 3rd, 2014 Form S-1 and the March 3rd
and 6th, 2014 amendments thereto. (FAC, ¶ 6.)

- 1
- 2 • FireEye’s “virtual machine” was not a “complete solution” because it was not as capable
- 3 as more traditional signature-based Intrusion-Prevention Systems (“IPS”) software at
- 4 detecting known threats, so customers would have to use both FireEye’s product and
- 5 IPS;
- 6 • FireEye products generated numerous “alerts” that were false or which failed to contain
- 7 enough information to help customers identify the problem;
- 8 • FireEye software was likely to perform poorly in head-to-head testing by influential and
- 9 well-regarded independent software testing company NSS Labs;
- 10 • FireEye was experiencing difficulties integrating Mandiant into its business;
- 11 • The implementation of FireEye’s business plans would require it to increase its
- 12 expenditures, particularly on research and development, at a tremendous rate, with the
- 13 result that the Registration Statement’s claim that “profitability was becoming more
- 14 achievable” was materially incorrect and misleading; and
- 15 • The Offering was timed to occur just before FireEye would have to disclose a significant
- 16 slowdown in product revenue growth, a significant increase in operating costs, and
- 17 significantly diminished prospects for profitability in the foreseeable future.

18 (FAC, ¶ 9.)

19

20 Plaintiffs allege that a March 13th, 2014 *Bloomberg Businessweek* magazine article

21 exposed FireEye’s involvement in the Target Corporation data breach that occurred in late

22 November 2013 and resulted in roughly 40 million credit card numbers being stolen from

23 Target’s computer systems. (FAC, ¶ 11.) According to the *Businessweek* report, FireEye’s

24 “complete solution” had been installed at Target, but Target had “turned off” the automatic

25 “kill” features because of concerns about the technology’s ability to identify and attack only

26 dangerous malware without inadvertently shutting down important computer systems that were

27 not being attacked or that were otherwise not at risk. (*Ibid.*) Similarly, on March 13, 2014,

28 *Reuters* reported that the “vast majority” of FireEye’s customers had turned off the automatic

1 kill function because of such concerns. (*Ibid.*) In response to the Target data breach and media
2 coverage, FireEye's share price fell over \$4.00 from \$79.93 on March 13 to \$75.87 on March
3 14. (*Ibid.*)

4
5 Then, on April 2, 2014, NSS Labs reported that FireEye's threat-detection products had
6 scored "below average" in security effectiveness compared to five other security companies and
7 received the worst score of all systems tested in overall breach detection. (FAC, ¶ 12.) In
8 response, FireEye shares fell \$10.14 to close at \$54.86. (*Ibid.*)

9
10 On May 6, 2014, FireEye announced its first quarter results for 2014, with revenue far
11 below analysts' estimates and slowing demand for core products, forcing it to rely on its lower
12 margin, service-based offerings, which could not provide the same level of profitability. (FAC,
13 ¶ 13.) In response to further disclosures of significant weaknesses in FireEye's business, shares
14 fell sharply, closing at \$28.65 on May 7, 2014. (*Id.* at ¶ 15.)

15
16 These shareholder actions were subsequently filed and consolidated. The operative
17 FAC asserts three causes of action for violations of Sections 11, 12(a)(2), and 15 of the
18 Securities Act, respectively. The first and second causes of action are brought against FireEye
19 and the individual defendants (collectively, the "FireEye Defendants"), as well as the
20 underwriters of the Offering (the "Underwriter Defendants"). The third cause of action is
21 brought against the individual defendants only.

22
23 In August 2015, the Court largely overruled defendants' demurrers to the FAC, and in
24 September 2015, it denied the FireEye Defendants' motion to require an undertaking. Plaintiff
25 moved for class certification, and after multiple rounds of briefing, the Court granted the motion
26 in part on July 11, 2016. Due to issues with tracing shares purchased in the secondary market to
27 the Offering, the Court limited the class to those who purchased shares directly "in" the
28 Offering, and certified the class.

1 In 2016, the Court denied FireEye's motion for judgment on the pleadings for lack of
2 jurisdiction and denied defendants' motion for terminating sanctions without prejudice.
3 FireEye filed a petition for writ of prohibition or mandate from the Court of Appeal with regard
4 to the motion for judgment on the pleadings, which was denied. It subsequently filed a petition
5 for review with the Supreme Court of California, which was also denied. In December 2016,
6 the FireEye Defendants filed a petition for writ of certiorari with the Supreme Court of the
7 United States, which remains pending but will be withdrawn in the event the parties' settlement
8 is approved.

9
10 The parties have now reached a settlement, which the Court preliminarily approved on
11 March 10, 2017. The Court amended the class definition for settlement purposes, and the
12 settlement class is now defined as:

13
14 all persons or entities who purchased shares of FireEye common stock in
15 FireEye's March 6, 2014 secondary public offering (the "Secondary Offering"),
16 and were damaged thereby. Excluded from the Class are Defendants; their
17 respective successors and assigns; the past and current executive officers and
18 directors of FireEye and the Underwriter Defendants; the members of the
19 immediate families of the Individual Defendants; the legal representative, heirs,
20 successors, or assigns of any excluded person, and any entity in which any of the
21 above excluded persons have or had a majority ownership interest. Also excluded
22 will be any person or entity that validly requests exclusion from the Class.

23
24 Plaintiff now moves for final approval of the settlement and an award of fees, costs, and
25 a service award.

26
27 II. Legal Standard for Approving a Class Action Settlement

1 Generally, “questions whether a settlement was fair and reasonable, whether notice to
2 the class was adequate, whether certification of the class was proper, and whether the attorney
3 fee award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v.*
4 *Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235, citing *Dunk v. Ford Motor Co.*
5 (1996) 48 Cal.App.4th 1794.)

6
7 In determining whether a class settlement is fair, adequate and reasonable, the trial court
8 should consider relevant factors, such as the strength of plaintiffs’ case, the risk,
9 expense, complexity and likely duration of further litigation, the risk of maintaining
10 class action status through trial, the amount offered in settlement, the extent of discovery
11 completed and the stage of the proceedings, the experience and views of counsel, the
12 presence of a governmental participant, and the reaction of the class members to the
13 proposed settlement.

14
15 (*Wershba v. Apple Computer, Inc., supra*, 91 Cal.App.4th at pp. 244-245, internal citations and
16 quotations omitted.)

17
18 The list of factors is not exclusive and the court is free to engage in a balancing and
19 weighing of factors depending on the circumstances of each case. (*Wershba v. Apple*
20 *Computer, Inc., supra*, 91 Cal.App.4th at p. 245.) The court must examine the “proposed
21 settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is
22 not the product of fraud or overreaching by, or collusion between, the negotiating parties, and
23 that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*,
24 quoting *Dunk v. Ford Motor Co., supra*, 48 Cal.App.4th at p. 1801, internal quotation marks
25 omitted.)

26
27 The burden is on the proponent of the settlement to show that it is fair and reasonable.

28 However “a presumption of fairness exists where: (1) the settlement is reached through

1 arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel
2 and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4)
3 the percentage of objectors is small.”
4

5 (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 245, citing *Dunk v. Ford Motor*
6 *Co.*, *supra*, 48 Cal.App.4th at p. 1802.) The presumption does not permit the Court to “give
7 rubber-stamp approval” to a settlement; in all cases, it must “independently and objectively
8 analyze the evidence and circumstances before it in order to determine whether the settlement is
9 in the best interests of those whose claims will be extinguished,” based on a sufficiently
10 developed factual record. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.)
11

12 II. Analysis

13 The terms of the settlement are as follows. The \$10.25 million non-reversionary gross
14 settlement will be distributed in accordance with a plan of allocation developed in consultation
15 with plaintiff's damages expert, as described in the notice. In exchange, class members who do
16 not opt out of the settlement will release “all claims (including but not limited to ‘Unknown
17 Claims’) ... that have been or could have been asserted in the Action or could in the future be
18 asserted in any forum ..., which both (a) arise out of, are based on, or relate in any way to any
19 of the allegations, acts, [etc.] involved, set forth, alleged or referred to, in the Action, or which
20 could have been alleged in the Action, and (b) arise out of, are based on, or relate to the
21 purchase acquisition, holding, disposition or sale of any shares of FireEye common stock in or
22 pursuant to the Secondary Offering.” (Stipulation, § 1(w).) Class members are required to
23 submit proofs of claim to receive their settlement payments.
24

25 Subject to the Court's final approval, plaintiff's counsel will seek an award of attorney
26 fees not to exceed 1/3 of the settlement, plus up to \$500,000 in litigation costs. The lead
27 plaintiff will seek an incentive award of up to \$7,500. Administrative fees are estimated at
28 \$115,000. Any balance remaining in the settlement fund six months after the initial date of

1 distribution will be reallocated among authorized claimants, with any further remainder donated
2 to Legal Services of Northern California.

3
4 According to the administrator, in March 2017, notice packets were distributed to the
5 410 potential class members reflected on the class list, as well as to 974 brokerage firms, banks,
6 institutions, and other third-party nominees contained in the administrator's nominee database.
7 The summary notice was published in *The Wall Street Journal* and transmitted over the *PR*
8 *Newswire*. Through June 2017, the administrator received an additional 11,508 requests for
9 direct mailing of notice packets, as well as requests from nominees for 17,790 notice packets for
10 forwarding to their customers. As of July 27, a total of 30,912 notice packets have been mailed.

11
12 The claims submission deadline was July 8. As of July 27, over 30,000 claims have
13 been received, accounting for an estimated 8.3 million of the 14 million shares sold in the
14 Offering. Since not all of these shares were actually damaged, the administrator estimates that
15 the response rate is over 60 percent of shares eligible to recover from the settlement. The
16 administrator has received no objections and no requests for exclusion from the class.

17
18 At preliminary approval, the Court found that the proposed settlement provides a fair
19 and reasonable compromise to the class's claims. It finds no reason to deviate from this finding
20 now, particularly considering there are no objections to the settlement. The Court thus finds
21 that the settlement is fair and reasonable for purposes of final approval.

22
23 Plaintiff seeks a fee award of \$3,416,667, or one-third of the gross settlement, which is
24 not an uncommon contingency fee allocation. This award is facially reasonable under the
25 "common fund" doctrine, which allows a party recovering a fund for the benefit of others to
26 recover attorney fees from the fund itself. Plaintiff provides a lodestar figure of \$7,220,988.50,
27 based on 11,951.5 hours expended on the case by attorneys with billing rates from \$380 to \$950
28 per hour, as well as other professionals. The lodestar results in a negative multiplier. While the
billing rates and time billed by some partners who worked on the case are on the high end, the

1 time spent on the case and the billing rates are otherwise reasonable, and the settlement
2 provides real value to the class. As a cross-check, the lodestar supports the percentage fee
3 requested, particularly given that there are no objections to the attorney fee request. (See
4 *Laffitte v. Robert Half Intern. Inc.* (Cal. 2016) 1 Cal.5th 480, 488, 503-504 [trial court did not
5 abuse its discretion in approving fee award of 1/3 of the common fund, cross-checked against a
6 lodestar resulting in a multiplier of 2.03 to 2.13].)

7
8 Plaintiff also requests \$415,306.60 in costs, below the estimate that was provided at
9 preliminary approval. The costs appear to be reasonable based on the summaries provided. The
10 administrator has incurred \$92,132.90 in unreimbursed fees and expenses to date, below the
11 estimated \$115,000 total administrative expenses. The incurred expenses are approved.
12 Plaintiff shall submit a supplemental declaration documenting any additional administrative
13 expenses actually incurred for approval by the Court.

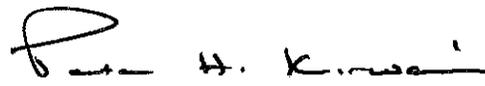
14
15 Finally, the lead plaintiff requests a service award of \$7,500. Plaintiff's counsel has
16 submitted a declaration detailing the lead plaintiff's work on this matter supporting the
17 requested award, which includes preparing and sitting for a deposition. The requested service
18 award is approved.

19
20 III. Conclusion and Order

21
22 The motion for final approval is GRANTED.

23
24 IT IS SO ORDERED.

25
26 Dated: 8/7/17

27
28 

Honorable Peter H. Kirwan
Judge of the Superior Court

EXHIBIT 16



12105728

1 Tyler Meade (State Bar No. 160838)
2 Michael Schrag (State Bar No. 185832)
3 MEADE & SCHRAG LLP
4 1816 Fifth Street
5 Berkeley, CA 94710
6 Telephone: (510) 843-3670
7 Facsimile: (510) 843-3679

8 Luke Ellis (State Bar No. 068863)
9 GILLIN JACOBSON ELLIS LARSEN & LUCEY
10 2 Theatre Square, Suite 230
11 Orinda, CA 94563
12 Telephone: (925) 253-5800
13 Facsimile: (925) 253-5858

14 Steven M. Tindall (State Bar No. 187862)
15 RUKIN HYLAND DORIA & TINDALL LLP
16 100 Pine Street, Suite 2150
17 San Francisco, CA 94111
18 Telephone: (415) 421-1800
19 Facsimile: (415) 421-1700

20 *Class Counsel and Attorneys for Ammari Plaintiffs*
21 *(Additional Counsel continued on final page)*

22 Daniel J. Mulligan (State Bar No. 103129)
23 Larry W. Gabriel (State Bar No. 68329)
24 JENKINS MULLIGAN & GABRIEL LLP
25 10085 Carroll Canyon Road, Suite 210
26 San Diego, CA 92131
27 Telephone: 415-982-8500

28 *Class Counsel and Attorneys for Koszdin Plaintiffs*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

AMMARI ELECTRONICS, MEHDI
AMMARI, FRAMER'S WORKSHOP, on
behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

PACIFIC BELL DIRECTORY, individually
and d.b.a. SBC PACIFIC BELL DIRECTORY
and SBC SMART YELLOW PAGES; SBC
DIRECTORY OPERATIONS, INC.; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: RG05198014

ASSIGNED FOR ALL PURPOSES TO
JUDGE GEORGE C. HERNANDEZ, JR.
DEPT. 17

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' APPLICATION FOR
ATTORNEYS' FEES, REIMBURSEMENT
OF COSTS, AND SERVICE AWARDS**

Date: December 17, 2014
Time: 2:30 p.m.
Dept: 17 (Hon. George C. Hernandez, Jr.)

Reservation #: 1529126

—[caption continues on next page]—

1 KOSZDIN, FIELDS, SHERRY & KATZ, A
2 LAW PARTNERSHIP; LAW OFFICES OF
3 WILLIAM J. KROPACH, A
4 PROFESSIONAL CORPORATION; suing
individually and on behalf of all others
similarly situated and on behalf of the general
public,

5 Plaintiffs,

6 v.

7 PACIFIC BELL DIRECTORY, a California
8 Corporation, and Does 1 through 20, inclusive,

9 Defendants.

Case No. RG05220096

10
11 Plaintiffs' Application For Attorneys' Fees, Cost Reimbursement, And Service Awards
12 (hereafter, the "motion") came on regularly for hearing on December 17, 2014. The following
13 counsel appeared: Luke Ellis and Michael Schrag for Plaintiffs and the Class, Phil Greenfield
14 and Thomas Evans for defendant Pacific Bell Directory (by telephone appearance), and Steven
15 Helfand for objector Marcus Merchasin. The Court had issued a Tentative Ruling on December
16 16, 2014, to which the parties responded at the hearing. Having considered the memoranda and
17 declarations submitted on the motion, the Court files, the procedural history of this action and the
18 arguments of counsel at the hearing on this motion, the Court hereby GRANTS the motion and
19 ORDERS as follows:

20 **I. PROCEDURAL BACKGROUND**

21 This case has been intensely litigated for the almost 10 years since it was filed on
22 February 14, 2005. In addition to undertaking extensive discovery (including taking 36
23 depositions in 6 states and reviewing 30,000 documents), Plaintiffs have survived five demurrers
24 and three motions to strike; obtained class certification and defeated a writ petition challenging
25 the certification order and two motions to decertify; prevailed on summary judgment; tried this
26 case; lost a post-trial motion for JNOV; obtained a substantial reduction of the cost bill of
27 defendant Pacific Bell Directory (PBD); appealed and obtained a reversal of the JNOV order,
28 getting the jury's verdict reinstated; defeated PBD's motion for new trial; obtained an award of

1 over \$5.3 million in prejudgment interest; and survived a second appeal by PBD.

2 Exactly 9 years and 1 month after the case was filed, Plaintiffs' judgment was affirmed by
3 the Court of Appeal. Since then, Plaintiffs' counsel continue to expend substantial effort on
4 behalf of prevailing class members. Having fought to secure payment of the \$27,245,267.25
5 judgment (which was paid June 9, 2014), they have obtained approval of (and continue to
6 supervise the implementation of) a complex notice and distribution plan. Most recently, Plaintiffs
7 fended off PBD's motion for substantial equitable setoffs against the judgment. Plaintiffs now
8 request an award of \$11,898,968 in attorneys' fees, \$1,403,372 in costs, and a service award of
9 \$50,000, to be divided equally among the 4 representative plaintiffs.

10 **II. LITIGATION COSTS**

11 Plaintiffs seek reimbursement of \$1,403,372.41 in costs (and waive approximately
12 \$70,976.53 in costs). The costs are itemized by category and supported by sworn declarations by
13 counsel from each firm that the costs were in fact incurred and paid by their firm. No prevailing
14 class member objected to these costs, which are adequately supported by counsel's sworn
15 declarations. The inclusion of some (pre-paid) appellate fees in the costs category is not
16 problematic for two reasons: First, as Plaintiffs attest, a portion of these fees were paid out of
17 pocket when they were incurred, because the appellate firms would not accept a pure contingency
18 fee arrangement, and are not subject to any multiplier. Second, even if they were shifted to, and
19 evaluated as, attorneys' fees, the overall fee request is more than reasonable and would not be
20 impacted by the addition of appellate fees. In the Tentative Ruling, the Court indicated it was
21 inclined to find that all but \$5,686.37 of the requested costs amount was reasonably and
22 necessarily incurred. The Court asked Plaintiffs to provide additional information to support the
23 request for \$5,686.37 in "miscellaneous" costs. At the hearing, Plaintiffs directed the Court to the
24 information supporting these costs in one of the attorney declarations previously submitted on this
25 motion. The Court was satisfied with this explanation and AWARDS the requested
26 \$1,403,372.41 in litigation costs.

27 ///

28

1 **III. SERVICE AWARDS**

2 Plaintiffs seek a \$12,500 service award for each of four representative plaintiffs. The
3 Court very much appreciates the service of the representative plaintiffs in this case—including
4 those plaintiffs who not only assisted in pre-trial proceedings, including discovery, but those who
5 testified at trial. The Court also appreciates that each plaintiff incurred the risk, if Plaintiffs lost,
6 of liability for PBD’s substantial litigation costs. In addition, the Court is very aware of the fact
7 that the average individual judgment amount his case is disproportionate to the amount of effort
8 required to establish a claim, weighing in favor of a substantial incentive. Thus, while the Court
9 would normally require admissible evidence including a description of their specific actions and
10 the amount of time they committed to the prosecution of the case, in light of the exceptional
11 circumstances outlined above, the Court APPROVES the requested service awards for all four
12 Plaintiffs. (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.)

13 **IV. ATTORNEYS’ FEES**

14 Plaintiffs seek \$11,898,968 in attorneys’ fees. There are a handful of objections by
15 prevailing class members to these fees, representing less than 1% of the class, including one
16 “professional” objector. Defendant PBD also objects to the fees on various grounds, on the
17 premise that it intends to challenge the constitutionality of the Code of Civil Procedure’s “cy
18 pres” provision (§ 384) and seek a reversion of any unclaimed judgment funds. Although PBD’s
19 standing to object is doubtful and the remaining objections are mostly based upon faulty
20 assumptions or are scattershot and nonsensical, the Court has considered all objections lodged
21 and, more importantly, exercised its independent duty to scrutinize the fees requested to ensure
22 that they are “fair and proper”, not to “act as a rubber stamp for the parties’ agreement.” (*In re*
23 *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 555, citing cases.) “The ultimate goal ... is
24 the award of a ‘reasonable’ fee to compensate counsel for their efforts, irrespective of the method
25 of calculation.” (*Id.* at 557-58, citing cases). For the reasons stated below, under either the
26 lodestar method or the percentage-of-the-benefit method, the Court FINDS that the requested fee
27 award is reasonable.
28

1 **A. Lodestar Method**

2 The lodestar method “is produced by multiplying the number of hours reasonably
3 expended by counsel by a reasonable hourly rate. Once the court has fixed the lodestar, it may
4 increase or decrease that amount by applying a positive or negative multiplier to take into account
5 a variety of other factors, including the quality of the representation, the novelty and complexity
6 of the issues, the results obtained, and the contingent risk presented.” (See *In re Consumer*
7 *Privacy Cases, supra*, 175 Cal.App.4th at 556, internal quotations omitted, *quoting In re Vitamin*
8 *Cases* (2003) 110 Cal.App.4th 1041, 1052.) No objector specifically objected to counsel’s rates,
9 per se, or provided evidence that Class Counsel’s rates are not reasonable. Class Counsel have
10 provided ample evidence that similarly skilled and experienced attorneys charge the same (or
11 higher) rates for complex litigation in the Bay Area. In addition, some of the Plaintiffs’ firms
12 have hourly-paying clients that pay the same rates. Thus, the Court finds Class Counsel’s hourly
13 rates to be reasonable. Likewise, the Court finds that objections to the number of hours billed by
14 class counsel are unfounded. Objectors do not seem to have given the proper consideration to the
15 number, weight and complexity of contested issues in this protracted and intense litigation.

16 The Court noted in the Tentative Ruling that, based upon the Court’s review of the record,
17 the overall amount of work performed in this case, and the number of hours billed, duplication of
18 effort seems unlikely. The Court further noted that Class Counsel coordinated their billing efforts
19 and their task-based summaries were generally consistent. At the Court’s request, a further offer
20 of proof was made at the hearing, providing further explanation about how tasks were assigned to
21 particular professionals during the course of the litigation to avoid duplication of effort and to
22 ensure that appropriate personnel were assigned to the various tasks. The Court finds the
23 explanation provided in the papers and at the hearing satisfactory, and is satisfied that the
24 Plaintiffs’ firms divided up the considerable work in the case appropriately, and avoided
25 duplication, throughout the litigation. From the summaries provided, it is apparent that, where
26 possible, counsel delegated substantial work to lower-priced professionals.

27 The Court is also cognizant of the fact that the several firms that cooperated at the trial-
28

1 court level are small firms, without mid-level associates, and that the nature of this litigation and
2 the issues presented in defense often demanded that senior associates and/or partners perform
3 much of the work. This concern was only magnified at the appellate level, where Plaintiffs'
4 entire judgment was at stake. It is apparent that each of the firms involved (including at the
5 appellate level) exercised some degree of billing judgment, some in substantial amounts. The
6 Court noted, in the Tentative Ruling, that it would appreciate more detail regarding the amount of
7 time written off, in the exercise of billing judgment, by each firm; and that some firms
8 endeavored to estimate their write-offs and others did not. An offer of proof providing further
9 detail and explanation was provided by Plaintiffs' Counsel, in a satisfactory manner, at the
10 hearing.

11 The Court is sensitive to the fact that Class Counsel have not included in this application
12 their lodestar collectively incurred since mid-May 2014, which exceeds \$730,000, and that Class
13 Counsel will continue to serve the class by supervising and administering the notice and
14 distribution process, and possibly defending additional motions and/or appeals. None of this
15 lodestar, which the Court estimates will easily exceed \$1 million, is included in the fee
16 application. While 18,000 hours may seem extreme in the abstract, it is hardly surprising given
17 PBD's litigation strategy and the complex and novel issues presented at trial and on two appeals.
18 When compared with other hotly-contested complex cases also taken to trial, it appears that
19 counsel was highly efficient. (Compare *Wren v. RGIS Inventory Specialists* (N.D. Cal. Apr. 1,
20 2011) No. C-06-05778 JCS, 2011 WL 1230826 [approving fee award based upon 33,000 hours
21 billed in 4 years of litigation]). In this Court's experience, litigation that is as vigorously
22 contested as this one may generate millions of dollars in lodestar, on each side, even by the class
23 certification stage. Plaintiffs seek a modest multiplier of 1.125, which would in fact be as low as
24 1.05 if the last 6 months' fees were included, and may dip below 1.0 as this case progresses.

25 Plaintiffs are correct that, in a case presenting the complex and novel issues addressed
26 here, through trial and two appeals, which precluded Class Counsel from taking on other, less-
27 risky cases, and given the duration of the risk, the Court would be inclined to award a much
28

1 higher multiplier, in the range of 2.0. (*Amaral v. Cintas Corp.* (2008) 163 Cal.App.4th 1157,
2 1216-18.)

3 **B. Percentage-of-the-Benefit Method**

4 The percentage-of-the-fund method asks whether the fee awarded is reasonable and within
5 the range of fees freely negotiated in the legal marketplace in comparable litigation. (*Lealao v.*
6 *Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 49-50.) Here, the fee request amounts to
7 43.67% of the common fund. While Defendant argues that this is much higher than the 25%
8 “benchmark” for class action contingency fee arrangements, in fact courts routinely award fees
9 ranging up to 33% for settlements before trial. Plaintiffs’ expert Professor Rubenstein has
10 provided evidence of 10 class actions which were settled or decided after at least one day of trial,
11 and in which fees exceeding 40% were awarded on a common fund (not lodestar) basis. This
12 Court agrees that because few class actions reach the trial stage, it is also appropriate to look to
13 individual contingency fee arrangements which commonly include a rising percentage of fees
14 depending upon when the recovery is obtained; many such agreements provide for a 40-45%
15 attorney fee where the case is taken to trial. Here, Class Counsel have been required to try the
16 case and litigate appeals and numerous post-trial motions. Further, as outlined above, the lodestar
17 analysis, which takes into account the demands of this particular case, confirms that a 43.67%
18 award is not unreasonable.

19 **C. Protection of the Class**

20 The fact that these substantial fees will be borne by prevailing class members is not the
21 fault of Class Counsel; it derives from the types of claims available to and asserted by Plaintiffs
22 and the class, which are not subject to a statutory or contractual fee-shifting provision. Indeed,
23 the “common fund” approach recognizes that, in equity, class members should bear the cost of
24 representation, without which they would have received no recovery. If the size of the fee award
25 substantially diminishes individual recoveries (as may occur in this case), that does not appear to
26 be the result of inefficiencies of Plaintiffs’ counsel, but the complex and novel issues presented
27 and Defendant’s litigation strategy.

1 **V. CONCLUSION**

2 As set forth above, the motion is GRANTED IN FULL as to the request for costs, service
3 awards for representative Plaintiffs and attorneys' fees.

4 To effectuate this Order, the Judgment Administrator of record in this action is hereby
5 ORDERED, no later than January 7, 2015, to pay the amount of \$12,757,392.41 from the funds
6 held for the benefit of the Plaintiff Class to a separate account established for this purpose,
7 directed by Plaintiffs' Counsel. Said amount is the sum of: (a) the attorneys' fees herein awarded
8 of \$11,898,968.00 -- less a "retention" of 5% of the awarded fees (\$594,948.00), which
9 "retention" shall be withheld, until further order of this Court, to assure Counsel's continued
10 performance; plus (b) the cost reimbursement herein awarded to Counsel of \$1,403,372.41, to
11 Plaintiffs' Counsel (Meade & Schrag, LLP; Gillin Jacobson Ellis Larsen & Lucey; Rukin Hyland
12 Doria & Tindall; Lieff, Cabraser, Heimann & Bernstein; and Jenkins, Mulligan and Gabriel), plus
13 (c) \$50,000 for the service awards herein awarded. From said account, the sum of \$12,500.00
14 shall promptly be paid to each of the following class representatives: (a) Ammari Electronics; (b)
15 Framer's Workshop; (c) Koszdin, Fields, Sherry & Katz; and (d) the Law Offices of William J.
16 Kropach.

17 **IT IS SO ORDERED.**

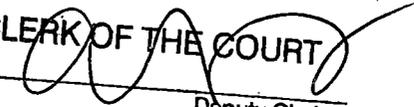
18 DATED: January 5, 2014

19 
20 HON. GEORGE C. HERNANDEZ, JR.
21 Judge of the Superior Court

EXHIBIT 17

FILED
San Francisco County Superior Court

AUG 08 2019

CLERK OF THE COURT
BY: 
Deputy Clerk

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

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

BEAVER COUNTY EMPLOYEES
RETIREMENT FUND, ET AL.,

Plaintiffs,

v.

CYAN, INC., et al.,

Defendants.

Case No. CGC-14-538355

ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT,
APPROVING THE PLAN OF
ALLOCATION, ATTORNEYS' FEES, AND
COSTS

1 Plaintiffs have moved for an order granting final approval of a class action settlement, the
2 plan of allocation, attorneys' fees, and costs. This Court initially held a hearing on the motions on
3 June 5, 2019. No objector appeared at the hearing.

4 Following the initial June 5, 2019 hearing on the motion, this Court issued an order
5 continuing the motion to July 11, 2019, and requiring supplemental briefing. On July 3, 2019,
6 Plaintiffs' counsel submitted said supplemental briefing. In advance of the July 11, 2019 hearing,
7 the Court provided the parties with a tentative ruling. On July 10, 2019, the parties submitted on the
8 tentative ruling, and the Court vacated the July 11, 2019 hearing. The Court then issued an order on
9 July 10, 2019 requiring further additional briefing, and continuing the hearing to August 2, 2019.
10 On July 25, 2019, Plaintiff s' counsel submitted the requested additional briefing. Prior to the
11 August 2, 2019 hearing, the Court provided a tentative ruling, and Plaintiffs' counsel provided
12 supplemental materials on August 1, 2019. On August 2, 2019, the Court held a further hearing,
13 and issued a subsequent order granting the motions.

14 On the basis of the Settlement Agreement submitted to the Court as the parties' Amended
15 Stipulation of Settlement dated December 6, 2018 (the "Stipulation"), and all the filings related to the
16 motion for preliminary and final approval, and the arguments of counsel,

17 **IT IS ORDERED THAT:**

- 18 1. All terms or phrases used in this Order shall have the same meaning as in the
19 Stipulation.
- 20 2. The Court has jurisdiction over the subject matter of this litigation, Plaintiffs, the
21 Class Members, and Defendants.
- 22 3. The Notice approved by this Court was distributed to the Class Members in
23 compliance with this Court's Order Granting Preliminary Approval of Class Action Settlement,
24 dated January 2, 2019. The Notice provided to the Class Members met the requirements of due
25 process and constituted the best notice practicable in the circumstances. Based on evidence and
26 other material submitted in conjunction with the final approval hearing, notice to the class was fair,
27 adequate, and reasonable.

1 the requirements for final approval of this class action settlement. The parties are directed to
2 effectuate the Stipulation according to its terms and this Order.

3 12. Upon the Effective Date as defined in the Stipulation, Plaintiffs and the Class
4 Members release all Settled Claims against the Released Parties. The Released Claims are defined
5 in the Stipulation at Paragraphs 2.1-2.2.

6 13. The only Class Members entitled to payment pursuant to this Order are those Class
7 Members who submitted timely and valid claims.

8 14. Payments to Class Counsel in the amount of \$ 5,000,000 for attorneys' fees, together
9 with the interest earned on that amount for the same time period and at the same rate as that earned
10 on the Settlement Fund, are approved. Payments to Class Counsel in the amount of \$854,771.78 for
11 costs, plus interest on such expenses at the same rate and for the same time period as earned by the
12 Settlement Fund, are also approved.

13 15. Specifically, the attorneys' fees requested are reasonable from the perspective of the
14 percentage-of-recovery method based on the following factors: (1) the results obtained by counsel
15 in this case; (2) the significant risks and complex issues involved in this case, which required a high
16 level of skill and a high quality of work to overcome; (3) the fees' contingency upon success, which
17 meant counsel risked time and effort and advanced costs with no guarantee of compensation; (4) the
18 range of awards made in similar cases; and (5) the notice and opportunity to object available to
19 Class Members and the absence of any compelling objections. As such, the Court finds that the
20 requested fee award comports with the applicable law and is justified by the circumstances of this
21 case. The Court also finds that placing overmuch weight on the lodestar is not in this case
22 appropriate, as it is in the interest of the courts and the parties to encourage early settlement without
23 the felt need to bill a large number of hours in order to justify a lodestar amount. Rather, it is
24 appropriate to place significant weight on the percentage-of-recovery method in order to encourage
25 early settlement, and to encourage suits which result in benefits to the class which would not
26 otherwise have been obtained.

1 Administrator.¹ (See *id.*) While the Court understands that additional Claim Administrator fees
2 may be incurred *after* the motion for distribution, if necessary, the Court will address the Claims
3 Administrator's future expenses incurred *after* the motion for distribution at the corresponding
4 motion for distribution hearing. Class Counsel may by stipulation and proposed order advance the
5 March 5, 2020 hearing if an earlier resolution of the motion is appropriate. If an earlier hearing date
6 is necessary, Class Counsel shall contact the clerk for the Complex Litigation Department 304 to
7 ascertain an available date and time for the hearing.

8 22. Notice of final judgment shall be provided to the Class Members by posting this
9 Order and the final judgment on the administrator's website for a period of not less than 60 days
10 from the date the judgment is entered.

11 23. Pursuant to the Stipulation, C.C.P. § 664.6, and C.R.C. 3.769(h), the Court retains
12 jurisdiction over Plaintiffs, all Class Members, and Defendant) for the purposes of supervising the
13 implementation, enforcement, construction, administration, and interpretation of the Stipulation and
14 this Order.

15 24. Except as otherwise provided in the Stipulation and this Order and the Judgment, the
16 parties shall bear their own attorneys' fees, costs, and expenses incurred by them in connection with
17 this action.

18 25. After the Judgment is executed, this Order and the Judgment will be posted on the
19 case-specific website at www.CyanSecuritiesLitigation.com.

20
21 IT IS SO ORDERED.

22
23 Dated: *August 8, 2019*



Anne-Christine Massullo
Judge of The Superior Court

24
25
26 ¹ At the hearing, Class Counsel represented that the distribution motion may be made before the end of
27 2019.

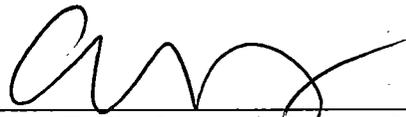
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, Ericka Larnauti, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On August 8, 2019, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: August 8, 2019

T. Michael Yuen, Clerk

By: 

Ericka Larnauti, Deputy Clerk

EXHIBIT 18

1 Appearing for Plaintiffs Alexandra Lavinsky, Brendan Eisan, and Barbara Trevino were Robert
2 R. Ahdoot, Esq. and Tina Wolfson, Esq. of Ahdoot & Wolfson, PC; and Paul G. Kerkorian, Esq. of Law
3 Offices of Paul G. Kerkorkian.

4 Appearing for Defendant the City of Los Angeles was Pamala K. Graham, Esq. of Colantuono,
5 Highsmith & Whatley, PC.

6 Unless otherwise defined herein, all capitalized words and terms contained in this Order Granting
7 Final Approval of Class Action Settlement (“Final Order”) shall have the same meanings as set forth in
8 the Settlement Agreement and Stipulation filed on February 4, 2019 (the “Settlement Agreement”)
9 (Section II, *Definitions* ¶¶ 1-56).

10 On April 12, 2019, an Order Granting Motion for Preliminary Approval of Class Action
11 Settlement (“Preliminary Approval Order”) was entered by this Court, preliminarily approving the
12 proposed settlement of this Action pursuant to the terms of the Settlement Agreement and directing that
13 notice be given to the members of the Settlement Class.

14 Pursuant to the Notice Plan, the Class was notified of the terms of the proposed Settlement and of
15 a Final Approval Hearing (to take place at 10:00 a.m. on October 9, 2019) to determine (1) whether the
16 terms and conditions of the Settlement Agreement are fair, reasonable and adequate for the Release of the
17 Released Claims against the Released Parties; (2) whether the Final Order and Final Judgment should be
18 entered; (3) whether the Court should approve the provisions of the Settlement Agreement with respect
19 to the Service Payments; and (4) whether the Court should grant Class Counsel's application for attorneys'
20 fees and expenses.

21 A Final Approval Hearing was held on October 9, 2019. Prior to the Final Approval Hearing,
22 proof of completion of the Notice Plan was filed with the Court, along with declarations of compliance
23 as prescribed in the Preliminary Approval Order. Class Members were therefore notified of their right to
24 appear at the hearing in support of or in opposition to the proposed Settlement, the award of attorney fees
25 and expenses to Class Counsel, and service payments.

26 The Court, (i) having heard and considered the oral presentations made at the Final Approval
27 Hearing (including any materials and documents presented to the Court therein), (ii) having reviewed and
28

10/11/2019

1 considered the Settlement Agreement, the Motion for Final Approval of the Settlement, the application
2 for Service Payments and Attorneys' Fees and Expenses, and supporting papers and declarations,
3 including the pleadings filed in support of the Motion for Preliminary Approval of Class Action
4 Settlement and declarations, and supplements thereto, and any timely and proper objections, and (iii)
5 having determined that the Settlement is fair, adequate and reasonable, and good cause appearing thereon,
6 makes the following findings and determinations, which are consistent with the Court's ruling dated
7 October 9, 2019.

8 It is hereby ORDERED, ADJUDGED, and DECREED that:

9 1. The Court, for purposes of this Final Order, adopts all defined terms as set forth in the
10 Settlement Agreement (Section II, *Definitions* ¶¶ 1-56).

11 2. This Court has jurisdiction over the subject matter of the Action and over all claims raised
12 therein and all Parties thereto, including the Class Members.

13 3. The Class, which will be bound by this Final Order and the Final Judgment to be
14 entered, shall include all members of the Class who did not submit a timely and valid Request for
15 Exclusion. The members of the Class who have requested exclusion are identified on Exhibit A hereto.

16 4. The Court finally certifies, pursuant to California Code of Civil Procedure section 382,
17 the following Class:

18 Any person or entity to whom a natural gas invoice from Southern California Gas
19 Company was addressed and who was charged the City of Los Angeles' natural gas
20 utility user tax (described as the line item "Los Angeles City Users Tax" on the Southern
21 California Gas Company's natural gas invoice) during a billing period that includes at
22 least one day that falls on or after December 12, 2012 through the Preliminary Approval
23 Date. Specifically excluded from the Class are the City of Los Angeles, any entity in
24 which the City of Los Angeles has a controlling interest, and any Judge, Justice or
25 judicial officer presiding over this matter and the members of their immediate families.

26 5. Plaintiffs Alexandra Lavinsky, Brendan Eisan, and Barbara Trevino (who were
27 appointed Class Representatives pursuant to the Preliminary Approval Order"), ¶(4) fairly and
28 adequately represented the Class Members.

1 6. Robert R. Ahdoot, Esq. and Tina Wolfson, Esq. of Ahdoot & Wolfson, PC; and Paul
2 G. Kerkorian, Esq. of Law Offices of Paul G. Kerkorian (who were appointed Class Counsel pursuant
3 to this Court's Preliminary Approval Order, ¶ 5) fairly, adequately, and competently represented the
4 Class Members.

5 7. The Court finds, solely for purposes of considering this Settlement, that the
6 requirements of Code of Civil Procedure § 382 are satisfied. Specifically, with respect to the Class,
7 the Court finds that: (a) the members of the Class are so numerous that their joinder is impracticable;
8 (b) there are questions of law and fact common to the Class which predominate over any individual
9 questions; (c) the claims of the Class Representatives are typical of the claims of the Class; and (d) for
10 purposes of settlement, a class action is superior to other available methods for the fair and efficient
11 adjudication of the controversy considering: (i) the interest of the Class in individually controlling the
12 prosecution of the separate actions, (ii) the extent and nature of any litigation concerning the
13 controversy already commenced by the Class, (iii) the desirability or understandability of concentrating
14 the litigation of these claims in the particular forum, and (iv) the difficulties likely to be encountered
15 in the management of the action.

16 8. Class Notice to the Class was provided in accordance with the Preliminary Approval
17 Order and satisfied the requirements of due process, California Code of Civil Procedure section 382
18 and Rule 3.766 of the California Rules of Court and (a) provided the best notice practicable, and (b)
19 was reasonably calculated under the circumstances to apprise Settlement Class Members of the
20 pendency of the Action, the terms of the Settlement, their right to appear at the Fairness Hearing, their
21 right to object to the Settlement, and their right to exclude themselves from the Settlement.

22 9. The Court finds that the Notice Plan set forth in the Settlement Agreement and
23 effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under
24 the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency
25 of the Action, certification of the Settlement Class for settlement purposes only, the terms of the
26 Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of California
27 law and federal due process of law.
28

10/11/2019

1 10. The Settlement Agreement was arrived at following serious, informed, adversarial, and
2 arm's length negotiations conducted in good faith by counsel for the parties facilitated by an experienced
3 mediator and is supported by the majority of the members of the Class.

4 11. The Settlement, as set forth in the Settlement Agreement is in all respects fair, reasonable,
5 adequate and in the best interests of the Class, and it is approved. The Parties shall effectuate the
6 Settlement Agreement according to its terms. The Settlement Agreement shall be deemed incorporated
7 herein as if explicitly set forth and shall have the full force of an Order of this Court.

8 12. Upon the Effective Date of this Final Order, Plaintiffs, Class Representatives, and each
9 Class Member, on behalf of themselves and any other legal or natural persons who may claim by,
10 through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and
11 hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities,
12 causes of action, rights, and damages of any kind and/or type relating to the subject matter of the
13 Action, arising during the period between December 12, 2012 and April 12, 2019 (the date the
14 Preliminary Approval Order was issued by the Court), including, but not limited to, compensatory,
15 exemplary, punitive, expert, and/or attorneys' fees, or by multipliers, whether past, present, or future,
16 mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-
17 contingent, derivative or direct, asserted or unasserted, whether based on federal, state or local law,
18 statute, ordinance, regulation, code, contract, common law, or any other source, or any claim of any
19 kind related, arising from, connected with, and/or in any way involving the Litigation, that are, or
20 could have been, defined, alleged or described in the Litigation, except that this general release
21 excludes any and all claims and causes of action alleged in *Engquist, et al. v. City of Los Angeles*,
22 Case No. BC 591331 pending in the Superior Court of California for the County of Los Angeles.

23 13. Class Members, including the Class Representatives, and the successors, assigns,
24 parents, subsidiaries, affiliates or agents of any of them, are hereby permanently barred and enjoined
25 from instituting, commencing or prosecuting, either directly or in any other capacity, any Released
26 Claim against any of the Released Parties.
27

10/11/2019

1 20. Pursuant to California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the
2 California Rules of Court, and without effecting the finality of the judgment, the Court reserves exclusive
3 and continuing jurisdiction over this Action, the Plaintiffs, the Class Members, and Defendant for
4 purposes of administrating, consummating, enforcing, and interpreting the Settlement Agreement, the
5 Final Order and Final Judgment, including any release in connection with the Settlement, and for any
6 other necessary purpose, and to issue related orders necessary to effectuate the final approval of the
7 Settlement Agreement.

8 21. The Settlement Administrator shall post the Final Order and Final Judgment on the
9 settlement website, www.LAGasTaxSettlement.com, forthwith.

10 22. The Court sets a ^{non-appearance} compliance hearing for 11/14/2022 at 8:30 a.m./p.m.
11 in Department 11 of this Court. At least five court days before the hearing, Class Counsel and the
12 Settlement Administrator shall submit a summary accounting of the Settlement Fund identifying
13 distributions made as ordered herein, the status of any unresolved issues, and any other matters appropriate
14 to bring to the Court's attention.

15 23. The objections to the Settlement, the sole objection to the application by Class Counsel
16 for attorneys' fees and expenses, and the objections to the application by Class Counsel and
17 Representative Plaintiffs for Service Payments are without merit and are overruled.

18 24. The Court approves the Administration Expenses associated with the Settlement.

19 25. The Court is directed to enter this Final Order forthwith.

20
21
22 **IT IS SO ORDERED.**

23
24
25 DATED: 10-9-19



Honorable ~~Rafael A. Ongkeko~~
Ann I. Jones

26
27
28 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

10/11/2019

10/11/2019

ClaimID	FirstName	LastName
LNL-100016669	MAHER	HANNA
LNL-100058817	PATRICIA	KIPER
LNL-100066500		HARBOR CHRISTIAN CENTER
LNL-100072380	SUSAN	DINOS
LNL-100304303	ANDREA	KIZZEE
LNL-100457223	ACHIMA	SATAYAPAN
LNL-100654088	FERDINAND	PACION
LNL-100811469		BLOVETT EDWARD
LNL-101039182		KOTARO WATANABE
LNL-101315112	LASHANNA	AYERS
LNL-101390602	BILLY	PALAFOX
LNL-101473575	BENJAMIN	BOTELLO
LNL-101666683		KUNG ERNEST
LNL-101930194	CYNTHIA	BRAVO
LNL-102031967		PARISH NORMAN & TAYLOR BRENDA D
LNL-102061262	YASUHIRO	MAEDA
LNL-102701946	DARA	MITCHELL
LNL-102702233	DOROTHERIA	MITCHELL
LNL-102709289		MITCHELL TONYA
LNL-102879494	YVETTE	PASCASCIO
LNL-103340343	EUGENE	WOODS
LNL-103666745	MARIA E	ESPARZA
LNL-104102039		PAULSEN FAMILY TRUST
LNL-104127538		HORACIO PENA
LNL-104789158		TRI-S ENTERPRISES INC
LNL-104789166		TRI-S ENTERPRISES INC/JAAN
LNL-104795050		EXCEL FIRST INVESTMENT INC
LNL-105054860	JONATHAN	PHENIX
LNL-105073970	JENNIFER	DOLCE
LNL-105304310		WRIGHT RITA L FAMILY TRUST
LNL-105518948	LAWRENCE	DOZLER
LNL-105598399	Aishwarya	Maganti
LNL-105769843		CAROL HAVERTY
LNL-105993824	IAN	SMITH
LNL-106185942	CARMELL	AGNELLO
LNL-106592955	KAREN	MOSKOWITZ
LNL-106911490	GERMAN	KRAUNCHENKO
LNL-106944789	JULIA	PERRY
LNL-107134900		MULA LLC
LNL-107193116		PERRY NICHOLS/CASSIE NICHOLS
LNL-107352591		SOOFER FAMILY TRUST
LNL-107448840	MANUEL M	TCHAPANIAN
LNL-107722178		MANYWEATHER FAMILY TRUST
LNL-107750074	JESUS	GARCIA
LNL-108510247	JAN	LEEGARD
LNL-108872858	JUDITH	FROELIGER

LNL-109491858	FRANCISCO	JUAREZ
LNL-109707370	SAMUEL	OBADIA
LNL-109771753	SAHRRELL L.	CHRISTIAN
LNL-110431413	I	POLSKY
LNL-110560205		CLAUD TOWNSLEY INC
LNL-110775171	EARL	VINCENT
LNL-111023971	JUNE	MARTIN
LNL-111410827	HOWARD	SCOTT
LNL-111964300	GUSTAVO	SANCHEZ
LNL-112386644	DENICE	GIBBS
LNL-112439977	HY	VUONG
LNL-112670253	DEBORAH	WILLIAMS
LNL-112682413		MARY ALEJO
LNL-112714684	PHILLIP	ARRINGTON
LNL-112745156	BRYAN	HAN
LNL-112891772	WESTON	MUELLER
LNL-112939910	EDITH	WILLIAMS
LNL-113055439	ARDIS A	FLENNIKEN
LNL-113174519		NONFICTION SOFTWARE LLC
LNL-113296355	CECILIA	KIRSCH
LNL-114608288	EDITH	PHILLIPS
LNL-115152610	GLORIA A	SALAZAR
LNL-115227601	C	BALDWIN
LNL-115911944		DEBORAH L KUSHNER
LNL-116304332	FRANK	KELLEHER
LNL-116304456		KELLEHER LLC
LNL-116304472		KELLEHER TRUST WILLIAMS LLC
LNL-116777770		KESHA HAIR
LNL-116973498		BEBEDJIAN PUZANT
LNL-117261254	DEMURIA	BENDER
LNL-117405256	Tajinder	Singh
LNL-117468568	ANGELA	PHILLIPS
LNL-117840165	E	YOUNG
LNL-117917311		DIVINE DELORES
LNL-118046390	GLORIA	HAMPTON
LNL-118210858	LATOYA	VAUGHAN
LNL-118335618	ANNE	OWENSPAGE
LNL-118397958	HAJJI D	POWELL
LNL-118438336	ALEJANDRA	ARTEAGA
LNL-118783866	MARTIN	CARRILO
LNL-118973070	CYNTHIA	HOCKER
LNL-119009846	DAVID	WEISSMAN
LNL-119511460	MICHAEL	MCLEOD
LNL-900000015	ESTHER	GREEN RIGGINS
LNL-900000023	YOLANDA	MANUEL
LNL-900000031	LATICH	JONES
LNL-900000040	FRANK	FISHER

LNL-900000058 SHARON JOHNSON
LNL-900000066 CHARLES HAWKINS
LNL-900000074 LATONYA YORK
LNL-900000082 MICAH JOHNSON
LNL-900000104 TERESA TAYLOR
LNL-900000112 ANTHONY JOHNSON
LNL-900000139 CHERISSE BURLEY
LNL-900000163 DEBORAH WHITE
LNL-900000180 HORACE RUDOLPH
LNL-900000198 CYNTHIA BARNES

EXHIBIT 19



FILED
ALAMEDA COUNTY

AUG 04 2017

CLERK OF THE SUPERIOR COURT
By *[Signature]* Deputy

1 Laura L. Ho (SBN 173179)
lho@gbdhlegal.com
2 William C. Jhaveri-Weeks (SBN 289984)
wjhaveriweeks@gbdhlegal.com
3 Byron Goldstein (SBN 289306)
brgoldstein@gbdhlegal.com
4 GOLDSTEIN, BORGAN, DARDARIAN & HO
300 Lakeside Drive, Suite 1000
5 Oakland, CA 94612
Tel: (510) 763-9800
6 Fax: (510) 835-1417

7 Attorneys for Plaintiff and Putative Class

8 Paula M. Weber (SBN 121144)
paula.weber@pillsburylaw.com
9 Roxane A. Polidora (SBN135972)
roxane.polidora@pillsburylaw.com
10 PILLSBURY WINTHROP SHAW PITTMAN LLP
Four Embarcadero Center, 22nd Floor
11 San Francisco, CA 94111
Tel: (415) 983-1000
12 Fax: (415) 983-1200

13 Kathryn A. Nyce (SBN 198016)
kathryn.nyce@pillsburylaw.com
14 PILLSBURY WINTHROP SHAW PITTMAN LLP
501 West Broadway, 11th Floor
15 San Diego, CA 92101
Tel: (619) 234-5000
16 Fax: (619) 236-1995

17 Attorneys for Defendants

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **COUNTY OF ALAMEDA**

20 JORDAN WILLEY, individually and on
21 behalf of all those similarly situated,

22 Plaintiffs,

23 vs.

24 TECHTRONIC INDUSTRIES NORTH
25 AMERICA, INC., a corporation; R&B
26 SALES & MARKETING INC., a
corporation; and DOES ONE through TEN
inclusive

27 Defendants.
28

Case No.: RG16806307

ASSIGNED FOR ALL PURPOSES TO HON.
WINIFRED Y. SMITH
DEPARTMENT 21

~~PROPOSED~~ JUDGMENT AND FINAL
ORDER APPROVING SETTLEMENT OF
CLASS ACTION

Date: July 28, 2017
Time: 10:00 a.m.

JUDGMENT

1 WHEREAS, the Parties to this Litigation reached a proposed settlement, as set forth in their
2 Stipulation and Agreement to Settle Class Action (“Settlement Agreement”), and Plaintiff filed a
3 motion for preliminary approval on March 2, 2017. On April 4, 2017, the Court granted preliminary
4 approval.

5 WHEREAS, the Court determined that this Litigation could be maintained as a class action for
6 settlement purposes only. It thereafter certified the following Class for settlement purposes only: all
7 persons who are or were employed (1) in California; (2) by either Defendant; (3) in a Covered Job
8 Position; (4) at any point during the Class Period. As set forth in the Settlement Agreement “Covered
9 Job Position” means California non-exempt positions with the following titles: Single Store
10 Representative, Field Sales, Field Sales Representative, Field Sales and Marketing Representative,
11 Field Service Representative, and Multi-Store Representative, and “Class Period” means any time
12 between March 3, 2012 and January 31, 2017.

13 WHEREAS, thereafter, a Notice of Class Action Settlement was sent to Settlement Class
14 Members in accordance with the terms of the Settlement Agreement. Settlement Class Members were
15 afforded the opportunity to exclude themselves or object, and a hearing was held on August 4, 2017, to
16 entertain any such objections.

17 WHEREAS, no objection having been received and the Court being fully informed, the Court
18 determines that the proposed Settlement is fair, reasonable, and adequate.

19 NOW, THEREFORE, IT IS HEREBY FINALLY ADJUDGED AND ORDERED THAT:

- 20 1. The Parties’ Settlement Agreement is in all respects fair, reasonable, and adequate, and
21 it is hereby approved and incorporated herein, except that any *cy pres* award shall be
22 distributed as follows: (a) 50% to the “child advocacy program” at Valley Children’s
23 Hospital, located at 9300 Valley Children's Place, Madera, CA 93636; (b) 25% to the
24 California State Treasury for deposit in the Trial Court Improvement and Modernization
25 Fund; and (c) 25% to the California State Treasury for deposit in the Equal Access Fund
26 of the Judicial Branch.
- 27 2. The Parties to the Settlement Agreement shall implement the Settlement Agreement
28 according to its terms (with the *cy pres* distribution stated in the previous paragraph).

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

3. This Judgment and Final Order shall have a res judicata effect and bar each Plaintiff and each Settlement Class Member who has not been excluded from the Settlement Class from bringing any action asserting "Released Claims" as that term is defined in the Settlement Agreement. The Judgment and Final Order will have the same effect for Fair Labor Standards Act claim purposes for Settlement Class Members only if they opt in by cashing their settlement check.
4. The cashing of the settlement check by a Settlement Class Member shall be deemed to be an opt-in for purposes of the Fair Labor Standards Act claims referred to in the Released Claims definition contained in the Settlement Agreement.
5. The Court approves Attorneys' Fees in the amount of \$1,166,666.67 because Class Counsel's request falls within the range of reasonableness and the result achieved justifies the requested Attorneys' Fees. Ten percent of the fee award shall be held in an interest-bearing account, maintained either by the claims administrator or by class counsel, pending the submission and approval of a final compliance status report after completion of the distribution process. The Court further finds that Class Counsel's 2017 hourly rates are reasonable and commensurate with the prevailing rates for class actions.
6. The Court approves Class Counsel's request for reimbursement of Litigation Costs in the amount of \$15,000.00.
7. The Court approves payment of \$20,000.00 as penalties authorized by the Private Attorneys General Act of which 75% will be paid to the Labor and Workforce Development Agency and 25% will be added back to the Class Member Settlement Fund to be distributed to the Settlement Class Members.
8. The Court approves payment not to exceed \$25,000.00 to the Settlement Administrator.
9. The Court approves payment of a Service Award in the amount of \$10,000.00 to Plaintiff as set forth in the Settlement Agreement.
10. Without affecting the finality of this Order, the Court shall retain continuing jurisdiction over this action and the parties under California Rule of Court 3.769(h), including all

1 Settlement Class Members and over all matters pertaining to the implementation and
2 enforcement of the terms of the Settlement Agreement. Except as provided to the
3 contrary herein, any disputes or controversies arising with respect to interpretation,
4 enforcement or implementation of the Settlement Agreement shall be presented by
5 motion to the Court for resolution.

- 6 11. A compliance hearing will be set for April 20, 2018 to determine whether the
7 Settlement payments have been distributed to the class. A compliance status report must
8 be filed (with a courtesy copy delivered directly to Dept. 21) at least 5 court days prior
9 to the compliance hearing.

10 This Judgment and Final Order Approving Settlement of Class Action is hereby granted and the
11 Court directs that this Judgment shall be entered.

12
13 Dated: August 4, 2017

Winifred Y. Smith
14 Hon. Winifred Y. Smith
Judge of the Superior Court

EXHIBIT 20

FILED
Superior Court of California
County of San Francisco

OCT 25 2022

CLERK OF THE COURT

BY: Clk. Barney
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 613

KELLY ELLIS, HOLLY PEASE, KELLI
WISURI, and HEIDI LAMAR individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

GOOGLE, LLC (formerly GOOGLE, INC.),

Defendant.

Case No. CGC-17-561299

ORDER GRANTING PLAINTIFFS'
MOTION FOR FEES, COSTS, AND CLASS
REPRESENTATIVE SERVICE AWARDS

This matter came on regularly for hearing on October 24, 2022, in Department 613, the Honorable Andrew Y.S. Cheng presiding. Kelly Dermody, James Finberg, and Michelle Lamy appeared for Plaintiffs Kelly Ellis, Holly Pease, Kelli Wisuri, and Heidi Lamar ("Plaintiffs"). Felicia Davis appeared for Google, LLC.

On August 30, 2022, Plaintiffs moved for attorneys' fees and costs and class representative service awards.

On October 19, 2022, the Court issued a tentative ruling on the (1) Unopposed Motion for Final Approval of Class Action Settlement and (2) Unopposed Motion for Approval of Attorneys' Fees, Costs, and Class Representative Service Awards ("Motions"). In the tentative ruling, the Court outlined its concerns regarding the Motions, and continued the Motions for further briefing. The supplemental briefing deadline was November 4, 2022. On October 19, 2022, Plaintiffs timely submitted supplemental briefing and requested to keep the October 24, 2022 hearing on calendar. The Court notified the parties

1 via email on October 21, 2022 that the hearing would remain on calendar.

2 The Court has granted final approval of the settlement by separate written order (“Final Approval
3 Order”), creating a Total Settlement Amount of \$118,000,000.00. In this motion, Plaintiffs seek
4 \$29,500,000.00 in attorneys’ fees for Class Counsel, \$1,061,350.65 for reimbursement of litigation costs,
5 and \$50,000.00 per Named Plaintiffs Pease, Wisuri, and Lamar and \$75,000.00 for Named Plaintiff Ellis
6 as an incentive payment. Defendant does not oppose Plaintiffs’ motion.

7 The Court received no objections to the motion for attorneys’ fees and costs, and class
8 representative service awards. (Supplemental Decl. of Gretchen Eoff Regarding Recently Received
9 Settlement Exclusion Requests and Objections, Ex. A.)

10 Having considered the motion for attorneys’ fees and costs, and class representative service
11 awards, and all authorities and evidence in support of the motion, the Court orders as follows:

12 1. The Court awards Class Counsel the requested attorneys’ fees in the amount of
13 \$29,500,000.00. Specifically, the attorneys’ fees requested are reasonable from the perspective of the
14 percentage-of-recovery method based on the following factors: (1) the results obtained by counsel in this
15 case; (2) the risks and complex issues involved in this case, which required a high level of skill and a high
16 quality of work to overcome; (3) the fees’ contingency upon success, which meant counsel risked time
17 and effort and advanced costs with no guarantee of compensation; (4) the range of awards made in similar
18 cases; and (5) the notice and opportunity to object available to Class Members.

19 The Court finds that the requested fee award of \$29,500,000.00 comports with the applicable law
20 and is justified by the circumstances of this case. The award shall be paid from the Settlement Fund,
21 subject to the terms, conditions, and obligations of the Settlement Agreement.

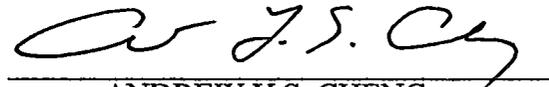
22 2. The Court awards Class Counsel reimbursement of their litigation costs and expenses in
23 the amount of \$1,061,350.65. The Court finds that the amount requested is reasonable and was
24 reasonably incurred in the prosecution of this action. The award shall be paid from the Settlement Fund,
25 subject to the terms, conditions, and obligations of the Settlement Agreement.

26 3. The Court awards Named Plaintiffs Pease, Wisuri, and Lamar a service award of
27 \$50,000.00 each and awards Named Plaintiff Ellis a service award of \$75,000.00. This award is
28 reasonable and justified in light of the amount of time and effort spent, the risks undertaken, and the

1 duration of the litigation. This award is separate from and in addition to any award to which Named
2 Plaintiffs may be entitled as Settlement Class Members and the \$50,000.00 payment that the Named
3 Plaintiffs will receive from Google. The service award shall be paid from the Settlement Fund, subject to
4 the terms, conditions, and obligations of the Settlement Agreement.

5
6 IT IS SO ORDERED.

7
8 Dated: October 25, 2022

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


ANDREW Y.S. CHENG
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

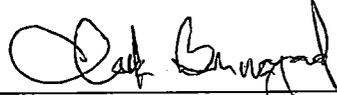
I, CLARK BANAYAD, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On October 25, 2022, I electronically served the ATTACHED DOCUMENT(S) via File&ServeXpress on the recipients designated on the Transaction Receipt located on the File&ServeXpress website.

Dated: October 25, 2022

Mark Caulkin, Interim Clerk

By:



CLARK BANAYAD, Deputy Clerk

EXHIBIT 21

FILED
Superior Court of California
County of Los Angeles

FEB 26 2018

Sherril R. Carter, Executive Officer/Clerk
By V. Jaime, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL CIVIL WEST**

PATRICK ECK, TYLER CHAPMAN,
BRENDAN EISAN, JUSTIN KRISTOPHER
LE-ROY, individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

CITY OF LOS ANGELES, THE LOS
ANGELES DEPARTMENT OF WATER AND
POWER, LOS ANGELES DEPARTMENT OF
WATER AND POWER BOARD OF
COMMISSIONERS, and DOES 1 through 10,

Defendants,

Case No.: BC577028 (Lead)
Consolidated with Case No.: BS153395 &
Case No.: BC583788

*Assigned for all purposes to the
Honorable Ann I. Jones*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 14, 2018
Time: 9:00 a.m.
Dept.: 308

FEB 21 2018

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

02262018

1 This matter came before the Court as Plaintiffs' Motion for Final Approval of a Class Action
2 Settlement ("Motion") and Motion for Award of Attorneys' Fees and Reimbursement of Expenses and
3 Payment of Service Awards ("Fee & Service Award Motion") on February 14, 2018 at approximately
4 9:00 a.m. in Department 308 of the Superior Court of California for the County of Los Angeles, the
5 Honorable Ann I. Jones presiding.

6 Appearing for Plaintiffs and Settlement Class Representatives, Patrick Eck, Tyler Chapman,
7 Brendan Eisan, and Justin Kristopher Le-Roy, were Class Counsel: Christopher P. Ridout, Esq. of
8 Zimmerman Reed LLP; Robert R. Ahdoot, Esq. and Tina Wolfson of Ahdoot & Wolfson, PC; and Eric
9 J. Benink, Esq. of Krause Kalfayan Benink & Slavens, LLP. Also appearing were Plaintiffs' Counsel
10 Vanessa Shakib of Ahdoot & Wolfson, P.C., Walter P. McNeill of McNeill Law Offices, and Kris. S.
11 Le Fan of Lowe & Associates.

12 Appearing for Defendants, the City of Los Angeles, the Los Angeles Department of Water and
13 Power ("LADWP"), and the Los Angeles Department of Water and Power Board of Water and Power
14 Commissioners was Benjamin Chapman, Esq. of the Office of the City Attorney for the City of Los
15 Angeles.

16 Unless otherwise defined herein, all capitalized words and terms contained in this Order
17 Granting Final Approval of Class Action Settlement ("Final Order") shall have the same meanings as
18 set forth in the Amended Class Action Settlement Agreement and Stipulation filed on August 31, 2017
19 (the "Settlement Agreement") (Section II, *Definitions* ¶¶ 1-49).

20 On September 14, 2017, an Order Granting Motion for Preliminary Approval of Class Action
21 Settlement ("Preliminary Approval Order") was entered by this Court, preliminarily approving the
22 proposed settlement of this action pursuant to the terms of the Settlement Agreement and directing that
23 notice be given to the members of the Settlement Class.

24 Pursuant to the Notice Plan, the Settlement Class was notified of the terms of the proposed
25 Settlement and of a Final Approval Hearing (at 9:00 a.m. on February 14, 2018) to determine (1)
26 whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate for the
27 Release of the Released Claims against the Released Parties; (2) whether the Final Order and Final
28

02252018

1 Judgment should be entered; (3) whether the Court should approve the provisions of the Settlement
2 Agreement with respect to the Service Awards; and (4) whether the Court should grant Class Counsel's
3 application for attorneys' fees and reimbursement of expenses.

4 A Final Approval Hearing was held on February 14, 2018. Prior to the Final Approval Hearing,
5 proof of completion of the Notice Plan was filed with the Court, along with declarations of compliance
6 as prescribed in the Preliminary Approval Order. Settlement Class Members were therefore notified of
7 their right to appear at the hearing in support of or in opposition to the proposed Settlement, the award
8 of attorney fees and expenses to Class Counsel, and the payment of service awards.

9 The Court, (i) having heard and considered the oral presentations made at the Final Approval
10 Hearing (including any materials and documents presented to the Court therein), (ii) having reviewed
11 and considered the Settlement Agreement, the Motion, the Fee and Service Award Motion, and
12 supporting papers and declarations, including the pleadings filed in support of the Motion for
13 Preliminary Approval of Class Action Settlement and declarations, and supplements thereto, and any
14 timely and proper objections, and (iii) having determined that the Settlement is fair, adequate and
15 reasonable, and good cause appearing thereon, makes the following findings and determinations, which
16 are consistent with the Court's written ruling dated February 14, 2018.

17 It is hereby ORDERED, ADJUDGED, and DECREED that:

18 1. The Court, for purposes of this Final Order, adopts all defined terms as set forth in the
19 Settlement Agreement (Section II, *Definitions* ¶¶ 1-49).

20 2. This Court has jurisdiction over the subject matter of the Action and over all claims
21 raised therein and all Parties thereto, including the Settlement Class Members.

22 3. The Settlement Class, which will be bound by this Final Order and the Final
23 Judgment to be entered, shall include all members of the Settlement Class who did not submit a
24 timely and valid Request for Exclusion. The members of the Settlement Class who have requested
25 exclusion are identified on Exhibit A hereto.
26

1 4. The Court finally certifies, pursuant to California Code of Civil Procedure section 382,
2 the following Settlement Class:

3 All persons and entities who, between January 29, 2012 and September 14, 2017, held
4 a Retail Customer Account with the Los Angeles Department of Water and Power in
5 which there was a charge for electricity. Specifically excluded from the Class are: (a)
6 any officers, council members of the City, and Commissioners of the LADWP; (b) any
7 judge assigned to hear this case; and (c) persons or entities who timely and properly
8 exclude themselves from the Class. "Retail Customer" means a customer to whom
9 LADWP supplies electric service pursuant to the 2008 Rate Ordinance and 2016 Rate
10 Ordinance, or supplied electric service to pursuant to the 2012 Rate Ordinance. "Retail
11 Customer Account" means an account maintained by LADWP to record amounts
12 owed by a Retail Customer for ongoing electric service supplied by LADWP to a
13 particular service address.

14 5. Plaintiffs Patrick Eck, Tyler Chapman, Brendan Eisan, and Justin Kristopher Le-Roy
15 (who were appointed Settlement Class Representatives pursuant to the Preliminary Approval Order"),
16 ¶4) fairly and adequately represented the Settlement Class Members.

17 6. Christopher P. Ridout, Esq. of Zimmerman Reed LLP; Robert R. Ahdoot, Esq. and
18 Tina Wolfson of Ahdoot & Wolfson, PC; and Eric J. Benink, Esq. of Krause Kalfayan Benink &
19 Slavens, LLP (who were appointed Class Counsel pursuant to this Court's Preliminary Approval
20 Order, ¶5) fairly, adequately, and competently represented the Class Members.

21 7. The Court finds, solely for purposes of considering this Settlement, that the
22 requirements of Code of Civil Procedure § 382 are satisfied. Specifically, with respect to the
23 Settlement Class, the Court finds that: (a) the members of the Settlement Class are so numerous that
24 their joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class
25 which predominate over any individual questions; (c) the claims of the Settlement Class
26 Representatives are typical of the claims of the Settlement Class; and (d) for purposes of settlement, a
27 class action is superior to other available methods for the fair and efficient adjudication of the
28 controversy considering: (i) the interest of the Settlement Class in individually controlling the
prosecution of the separate actions, (ii) the extent and nature of any litigation concerning the
controversy already commenced by the Settlement Class, (iii) the desirability or understandability of

02262010

1 concentrating the litigation of these claims in the particular forum, and (iv) the difficulties likely to be
2 encountered in the management of the action.

3 8. Class Notice to the Settlement Class was provided in accordance with the Preliminary
4 Approval Order and satisfied the requirements of due process, California Code of Civil Procedure
5 section 382 and Rule 3.766 of the California Rules of Court and (a) provided the best notice
6 practicable, and (b) was reasonably calculated under the circumstances to apprise Settlement Class
7 Members of the pendency of the Action, the terms of the Settlement, their right to appear at the
8 Fairness Hearing, their right to object to the Settlement, and their right to exclude themselves from
9 the Settlement.

10 9. The Court finds that the Notice Plan set forth in the Settlement Agreement and
11 effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under
12 the circumstances and shall constitute due and sufficient notice to the Settlement Class of the
13 pendency of the Action, certification of the Settlement Class for settlement purposes only, the terms
14 of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of
15 California law and federal due process of law.

16 10. The Settlement Agreement was arrived at following serious, informed, adversarial, and
17 arm's length negotiations conducted in good faith by counsel for the parties facilitated by an
18 experienced mediator and is supported by the majority of the members of the Settlement Class.

19 11. The Settlement, as set forth in the Settlement Agreement is in all respects fair,
20 reasonable, adequate and in the best interests of the Settlement Class, and it is approved. The Parties
21 shall effectuate the Settlement Agreement according to its terms. The Settlement Agreement shall be
22 deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this
23 Court.

24 12. Upon the Effective Date of this Final Order, Plaintiffs, Settlement Class
25 Representatives, and each Settlement Class Member, on behalf of themselves and any other legal or
26 natural persons who may claim by, through or under them, agree to fully, finally and forever
27 release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all
28

012202016

1 claim:s, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or
2 type relating to the subject matter of the Litigation arising during the period between January 29,
3 2012 and February 14, 2018, including, but not limited to, compensatory, exemplary, punitive,
4 expert, and/or attorneys' fees, or by multipliers, whether past, present, or future, mature, or not yet
5 mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or
6 direct, asserted or unasserted, whether based on federal, state or local law, statute, ordinance,
7 regulation, code, contract, common law, or any other source, or any claim of any kind related,
8 arising from, connected with, and/or in any way involving the Litigation, that are, or could have
9 been, defined, alleged or described in the Litigation, including, but not limited to, claims that the
10 2008 Rate Ordinance, the 2012 Rate Ordinance, and the 2016 Rate Ordinance violate Article XIII-C
11 of the California Constitution (commonly known as Proposition 26) and claims that the City's
12 transfer of funds from the LADWP to the City under Section 344 of the City Charter violates
13 Article XIII-C of the California Constitution. Specifically exempted from the scope of the Release
14 in this Action are the claims asserted in the Second Amended Complaint and Verified Petition for
15 Writ of Mandate filed on or about June 15, 2015, in *Morski v. The Los Angeles Department of*
16 *Water & Power*, Los Angeles Superior Court Case No. BC 568722 (the "*Morski Action*"), and the
17 claims asserted in the Third Amended Complaint and Verified Petition for Writ of Mandate filed on
18 or abcut November 10, 2016, in *Macias v. The Los Angeles Department of Water and Power*, Los
19 Angeles Superior Court Case No. BC594049 (the "*Macias Action*"). This exemption is agreed to
20 with the express understanding that the *Morski* and *Macias Actions* do not assert claims that: (1)
21 LADWP's 2008, 2012, and 2016 Rate Ordinances violate Article XIII-C of the California
22 Constitution; or (2) the City's transfer of funds from the LADWP to the City under Section 344 of
23 the City Charter violates Article XIII-C of the California Constitution.
24

25 13. Settlement Class Members, including the Settlement Class Representatives, and the
26 successors, assigns, parents, subsidiaries, affiliates or agents of any of them, are hereby permanently
27 barred and enjoined from instituting, commencing or prosecuting, either directly or in any other
28 capacity, any Released Claim against any of the Released Parties.

01070720

1 14. This Final Order, the Settlement Agreement, the Settlement which it reflects, and
2 any and all acts, statements, documents or proceedings relating to the Settlement are not, and
3 shall not be construed as, or used as an admission by or against Defendants or any other Released
4 Party of any fault, wrongdoing, or liability on their part, or of the validity of any Released Claim
5 or of the existence or amount of damages.

6 15. The Court finds that distribution to the *cy pres* recipients is useful in fulfilling the
7 purposes of the underlying Action; the nonprofit organizations designated as *cy pres* recipients
8 support projects that fulfill the purposes of the underlying Action, benefiting members of the
9 public, including Class Members. The Alliance for Children's Rights ("the Alliance") dedicates
10 its resources to support foster youth and their families facing utility shut-off for not making a
11 given payment (that includes the alleged illegal tax). Specifically, the Alliance's advocacy
12 includes helping foster youth who live independently and foster families obtain utility discounts
13 to which they may be eligible, and advocating that the LADWP recognize temporary hardships
14 and establish payment plans to prevent disruption of services, among other utility related
15 advocacies. Friends of Los Angeles ("FOLA") advocates providing alternative energy sources to
16 public parks throughout the City of Los Angeles to reduce/offset utility costs, as well as
17 providing backup systems at fire stations throughout the City of Los Angeles. Thus, there exists
18 a nexus between the Class and the Alliance and FOLA, respectively, as these projects can lead to
19 the reduction of rates by at the very least reducing delinquent accounts and customers' energy
20 demands from the utility.

21 16. For the reasons set forth in their application for attorneys' fees and reimbursement of
22 expenses, the Court hereby awards Class Counsel attorneys' fees in the amount of \$15,000,000.00 and
23 reimbursement of expenses in the amount of \$79,836.02. For the reasons set forth in the Settlement
24 Class Representatives' request for service awards, the Court hereby awards each of the Settlement Class
25 Representatives \$5,000.00 as a service award. The foregoing sums shall be paid from the Settlement
26 Fund in accordance with the Settlement Agreement.

010707070

1 17. This Order does not constitute an expression by the Court of any opinion, position or
2 determination as to the merit or lack of merit of any of the claims or defenses of Plaintiffs or
3 Defendants. This Order is not an admission or indication by Defendants of the validity of any claims in
4 this action or of any liability or wrongdoing or of any violation of law.

5 18. Plaintiffs and the Settlement Class, on the one hand, and the Defendants, on the other,
6 shall take nothing further from the other side except as expressly set forth in the Settlement Agreement
7 and this Final Order.

8 19. The Parties are authorized to implement the terms of the Settlement Agreement.

9 20. Pursuant to California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the
10 California Rules of Court, and without effecting the finality of the judgment, the Court reserves
11 exclusive and continuing jurisdiction over this Action, the Plaintiffs, the Class Members, and
12 Defendants for purposes of administering, consummating, enforcing, and interpreting the Settlement
13 Agreement, the Final Order and Final Judgment, including any release in connection with the
14 Settlement, and for any other necessary purpose, and to issue related orders necessary to effectuate the
15 final approval of the Settlement Agreement.

16 21. The Class Administrator shall post the Final Order and Final Judgment on the settlement
17 website, lacitytransfersettlement.com, forthwith.

18 22. The Court sets a compliance hearing for February 13, 2019 at 9:00 a.m. in Department
19 308 of this Court. At least five court days before the hearing, Class Counsel and the Settlement
20 Administrator shall submit a summary accounting of the Settlement Fund identifying distributions made
21 as ordered herein, the status of any unresolved issues, and any other matters appropriate to bring to the
22 Court's attention.

23 23. The objections to the Settlement, the objections to the Fee and Service Award Motion,
24 the objections to the application by Class Counsel for attorneys' fees and reimbursement of expenses,
25 and the objections to the application by Class Counsel and Representative Plaintiffs for service awards
26 are without merit and are overruled.

27 24. The Court approves the Administration Expenses associated with the Settlement.
28

01070720

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

25. The Court is directed to enter this Final Order forthwith.

IT IS SO ORDERED.

DATED: 2-26-18



Honorable Ann I. Jones

02202018

1 Submitted by:

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

<i>Attorneys for Defendant, City of Los Angeles, et al.</i>	<i>Attorneys for Plaintiffs and the Class, Patrick Eck, et al.</i>
<p>By: <u>/s/ Benjamin Chapman</u> Benjamin Chapman City of Los Angeles Office of the City Attorney 200 North Main Street City Hall East Room 916 Los Angeles, CA 90012 Phn: (213) 473-6858</p>	<p>By: <u>/s/ Christopher P. Ridout</u> Christopher P. Ridout ZIMMERMAN REED, LLP 2381 Rosecrans Avenue, Suite 328 Manhattan Beach, CA 90245 Phn: (877) 500-8780</p> <p>By: <u>/s/ Robert R. Ahdoot</u> Robert R. Ahdoot AHDoot & WOLFSON, PC 10728 Lindbrook Drive Los Angeles, CA 90024 Phn: (310) 474-9111</p> <p>By: <u>/s/ Eric J. Benink</u> Eric J. Benink KRAUSE, KALFAYAN, BENINK & SLAVENS LLP 550 West C Street, Suite 530 San Diego, CA 92101 Phn: (619) 232-0331</p>

02282018

02262010

02282015

EXHIBIT A

Eck v City of Los Angeles

Opt-Outs

TIMELY OPT-OUTS

ClaimID	FirstName	LastName	Name1	OptOut Date
CLK-101055439	AZZAM	ALNIMRI		10/16/2017
CLK-108936570	RAMON VELASOCO	DIAZ		10/16/2017
CLK-109897323	SUSAN	DINOS		10/16/2017
CLK-119282518	OKIS	FONG		10/16/2017
CLK-118570960	GLEN T	GEHLKE		10/16/2017
CLK-115359869	CARLOS	JIMENEZ		10/16/2017
CLK-100720676	HUBERT	KIM		10/16/2017
CLK-113772238	JENNIFER	KIM		10/16/2017
CLK-119697572	KIANA	KUA		10/16/2017
CLK-102601038	ALBERTO	MAGALLON		10/16/2017
CLK-110090390	ILEANA	MARROQUIN		10/16/2017
CLK-118508040	MATTHEW	NELSON		10/16/2017
CLK-107342243	ELUVIA	ORELLANA		10/16/2017
CLK-115159274	JENNIFER LEIVA	PADILLA		10/16/2017
CLK-110952138	SANTHOSH	PUTANKAR		10/16/2017
CLK-107752360	MATT	RYAN		10/16/2017
CLK-114509409	JEFF	SUN		10/16/2017
CLK-110452690	WON S	UM		10/16/2017
CLK-115184635	RUBY	VAZQUEZ		10/16/2017
CLK-109007905	CONCEPCION	AZMITIA		10/17/2017
CLK-113943539	MOHAN KUMAR	BAKKI		10/17/2017
CLK-114500452	JAS	BOHRMAN		10/17/2017
CLK-105347876	CLARISA SHENEK	BROWN		10/17/2017
CLK-117039829	ERIK	BYARGEON		10/17/2017
CLK-110618084	MADLEN	CHADORCHI		10/17/2017
CLK-106070711	CHARLES	DENTON		10/17/2017
CLK-100769578	ROBERT	DI LEVA		10/17/2017
CLK-113720521	DELORES	DIVINE		10/17/2017
CLK-100535291	CANDICE	FELIX		10/17/2017
CLK-115307370	OLGA	GABRIYELIAN		10/17/2017
CLK-106784480	KRISTINA	GUDAREVA	KSENIA KHAVANA	10/17/2017
CLK-115247084	CARROLL	HOOKS		10/17/2017
CLK-100825443	PAULA	JONES		10/17/2017
CLK-111790069	ASHLEY	JURANICH		10/17/2017
CLK-117168378	AMY	MALONEY		10/17/2017
CLK-100570178	JUNE	MARTIN		10/17/2017
CLK-107231638	ALFREDO	MARTINEZ		10/17/2017
CLK-104220988	IVONNE Z	MENDOZA		10/17/2017
CLK-104584645	ZINA	MORENO		10/17/2017

0102016

CLK-109068556	PRASAD	NUWARAPAXAGE	10/17/2017
CLK-105097519	NEIL	PERETZ	10/17/2017
CLK-107441772	YANCHENG	QIAN	10/17/2017
CLK-100631134	GLORIA	SALAZAR	10/17/2017
CLK-110731395	DAVID	SAUERWALD	10/17/2017
CLK-102016437	MARIA GUADALUPE	TAPIA RODRIGUEZ	10/17/2017
CLK-115228934	PATRIS	AYVAZIAN	10/18/2017
CLK-104156511	LEM	BUI	10/18/2017
CLK-116811595	LENNIE	CHEA	10/18/2017
CLK-116395621	ALI	CHOWDHURY	10/18/2017
CLK-102821690	MAR AIMEE	DE LA TORRE	10/18/2017
CLK-109200330	BEVERLY	DIAZ	10/18/2017
CLK-109595963		GEFNER INVESTMENTS LLC	10/18/2017
CLK-102398917	ESMERALDA	HERNANDEZ	10/18/2017
CLK-113077351	ANDRES	LOPEZ CRUZ	10/18/2017
CLK-110041364	AISHWARYA K	MAGANTI	10/18/2017
CLK-102968799	LEVESTER P J	MATTHEWS	10/18/2017
CLK-120453657	ASBEL	MEMBRENO	10/18/2017
CLK-100841210	LYSA	RHODES	10/18/2017
CLK-109304683	HERMILA	RICALDAY	10/18/2017
CLK-105178888	LORRAINE	SUZUKI	10/18/2017
CLK-116009675	ZHAKLE	ABADZEHYAN	10/19/2017
CLK-110171390	BOBIE	BARDWELL	10/19/2017
CLK-116957972	PUZANT	BEBEDJIAN	10/19/2017
CLK-116207191	RITA B	BOYER	10/19/2017
CLK-111928656	ANA MARIA	FLORES	10/19/2017
CLK-102750750	MARIA	HERNANDEZ	10/19/2017
CLK-120073404	MARIO	IGUERRA	10/19/2017
CLK-114167400	VICKIE	JOHNSON	10/19/2017
CLK-101866461	RODOLFO A	LACAYO	10/19/2017
CLK-100759840	LOURDES S	LOPEZ	10/19/2017
CLK-107857340	CATHERINE	MCBRAYER	10/19/2017
CLK-112616852	MOHAMMED	MICHAEL	10/19/2017
CLK-105518492	RICARDO	MINJARES	10/19/2017
CLK-109183568		PASCO PLAZA INC	10/19/2017
CLK-119033593	LINDA M	QUINN	10/19/2017
CLK-100095569	LESLIE MARIE	SAUNDERS	10/19/2017
CLK-108118932	JENNY	DIAZ SANDOVAL	10/20/2017
CLK-107884992	ARDIS	FLENNIKEN	10/20/2017
CLK-102965226	KATHLEEN	HOGAN	10/20/2017
CLK-116277238	ROBERT	JONES	10/20/2017
CLK-104005726	MEGHAN	KANOSKY	10/20/2017
CLK-102264686	SUPANUT	APINYAWASISUK	10/21/2017
CLK-109247361	KARYN	BENNETT	10/21/2017
CLK-119688468	LUIS	DELGADO	10/21/2017
CLK-100539084	ARTUR	STEPANYAN	10/21/2017
CLK-116881330	NYDIA	BRAVO	10/22/2017

CLK-119540207	JOSE L	PADILLA	10/22/2017
CLK-112402623	JOSE LUIS	PADILLA	10/22/2017
CLK-111672880	ASHLYNN	PASTOREK	10/22/2017
CLK-105140767	KEARA J	ATTAMANTE	10/23/2017
CLK-119729512	ENKHSAIKHAN	BATTULGA	10/23/2017
CLK-115873465	LETICIA	DIAZ	10/23/2017
CLK-110242971	F K	ENDO	10/23/2017
CLK-104899638	HYUNSOOK	JUN	10/23/2017
CLK-117854964	SHARON	MILLS ROCHE	10/23/2017
CLK-100860079	ALLEN	RODRIGUEZ	10/23/2017
CLK-103064389	EMILY W	TRENT	10/23/2017
CLK-110936333	HYON	YI	10/23/2017
CLK-106107360	JUNHO	CHOI	10/24/2017
CLK-103858560	JOHNNY	JEREZ	10/24/2017
CLK-104040068	JULIO	MEZQUITA	10/24/2017
CLK-116216913	SHAHED	MOHSENI ZONOOZI	10/24/2017
CLK-116280026	MARCO A	ORTMOND	10/24/2017
CLK-107308355	SAMIR	RAFEH	10/24/2017
CLK-102699763	ION	DANES	10/25/2017
CLK-114096376	NANCY	DAY	10/25/2017
CLK-118284150	ROBERTA	PADMORE	10/25/2017
CLK-110108086	CARL LASHONE	WILLIAMS	10/25/2017
CLK-120488701	HUGO	COLMENERO	10/26/2017
CLK-800000021	MILLIE	HICKERSON	10/26/2017
CLK-800000013	ALTONYA	JOHNSON	10/26/2017
CLK-105245917	NICOLE	LAPOINTE JAMESON	10/26/2017
CLK-106147617	KHAMAL A	MONCRIEF	10/26/2017
CLK-117159131	FARNAZ	RAZAVI	10/26/2017
CLK-800000030	MARGARET	BLASINGAME	10/27/2017
CLK-101177488	KENNETH	BUTTKE	10/27/2017
CLK-100666140	JAMARA SHALAYE	CLAY	10/27/2017
CLK-114594112	GRIFFIN	GISSENDANNER	10/27/2017
CLK-115888411	FARZAD	HENDI	10/27/2017
CLK-100555616	LILA	SAZ	10/27/2017
CLK-100543529	LILA MARGARITA	SAZ	10/27/2017
CLK-115899170	VERONIQUE S	UNDERWOOD	10/27/2017
CLK-800000080	MARGARITA	ASCENCIO	10/28/2017
CLK-800000064	MELISSA	ASCENCIO	10/28/2017
CLK-800000072	MELISSA	ASCENCIO	10/28/2017
CLK-800000102	ANTHONY	JOHNSON	10/28/2017
CLK-800000048	JESSICA	KIMLA	10/28/2017
CLK-116003227	MARIA	LUY	10/28/2017
CLK-800000099	THEODORE	ODABE	10/28/2017
CLK-115582100	HAROLD N	SCHNEIDER	10/28/2017
CLK-106487850	HANNAH	SUN	10/28/2017
CLK-800000137	MARTIN	CARRILLO	10/29/2017
CLK-800000145	JULIA	DODD	10/29/2017

02262010

CLK-116160101	KYLE	JUSTICE	10/29/2017
CLK-800000110	QUENTIN	MURRAY	10/29/2017
CLK-103768149	JERILYN	PHIPPENY	10/29/2017
CLK-102310297	RUBEN	ROSALES	10/29/2017
CLK-110113845	DILLON	SLAGLE	10/29/2017
CLK-119256770	DEBRA	WASHINGTON	10/29/2017
CLK-800000129	TERESA	WOODARD	10/29/2017
CLK-800000188	FEREYDOUN	EBTEHADJ SHIRAZI	10/30/2017
CLK-800000170	TEVIN	JUMAN	10/30/2017
CLK-800000161	HENRY	KEY	10/30/2017
CLK-800000153	CRAIG	LOONEY	10/30/2017
CLK-119388634	EVARISTO T	RAMOS	10/30/2017
CLK-101613822	DOROTHY	REYNOLDS	10/30/2017
CLK-113675267	ALYSSIA	FREEDMAN	10/31/2017
CLK-100555462	JOSEFINA	MOLINA	10/31/2017
CLK-107736918	SAMUEL	OBADIA	10/31/2017
CLK-800000196	LINDA	SIMMONS	10/31/2017
CLK-120597691	MARY	SOLOMAN	10/31/2017
CLK-103376569	KRISTIN	WECKWORTH	10/31/2017
CLK-101534132	SUMANBHAI	BHAKTA	11/1/2017
CLK-800000200	RHODA	GEE	11/1/2017
CLK-101556748	NICHOLAS	PULLMAN	11/1/2017
CLK-103662286	HANNAH	VANSANT-OUELLETTE	11/1/2017
CLK-800000226	Lawanna	Jake	11/2/2017
CLK-119368668	FERDINAND	PACION	11/2/2017
CLK-100618766	CHRISTINA	ROSOLOWSKI	11/2/2017
CLK-800000218	FRENSHA	WARREN	11/2/2017
CLK-117129224	JESSE	SANDOVAL	11/3/2017
CLK-114137048	TOM	YOON	11/3/2017
CLK-104571608	FLORENCE	AKINYEMI	11/5/2017
CLK-100582249	EBRAHIM	MADDAHIAN	11/5/2017
CLK-118377701	ADRIENNE	NUEZCA	11/5/2017
CLK-105330612	JULIO	ARTEAGA	11/6/2017
CLK-103818545	MAIELLE	DE GUZMAN	11/6/2017
CLK-108911217	L	DE PASS	11/6/2017
CLK-111606942	LLOYD	DE PASS	11/6/2017
CLK-113993129	GUS	JAFOLLA	11/6/2017
CLK-116051256	CLIFF	VUONG	11/6/2017
CLK-101462786	BRITTANY	WYNNE	11/6/2017
CLK-105712760	STEVEN	ARCHER	11/7/2017
CLK-800000234	Esther	Riggins	11/7/2017
CLK-111155304	HENRY J	TUCKER	11/7/2017
CLK-105851230	GILVUT	YUN	11/7/2017
CLK-103425594	JACLYN	BLACKWELL	11/9/2017
CLK-800000269	Jo	Johnson	11/9/2017
CLK-800000250	Elizabeth	Riggleman	11/9/2017
CLK-110631587	LOREN R	ROBERTS	11/9/2017

CLK-102848408	LORENZO E	ROBERTS		11/9/2017
CLK-800000242	Edgar	Tertiaryan		11/9/2017
CLK-112961312	PATRICIA	YEO		11/9/2017
CLK-114085765	ROGER F	ALMENDAREZ		11/10/2017
CLK-114131368	ROSARIO	DEMPKEY		11/12/2017
CLK-113959230	DIANA	TOWNSEND		11/12/2017
CLK-100603319	ROBERTO	FLORES		11/13/2017
CLK-113174039	RYAN	HEITMAN		11/13/2017
CLK-108691721	NICOLE	HERNANDEZ		11/13/2017
CLK-100203531	JASON DARNELL	BROWN		11/14/2017
CLK-800000285	KIMANI	LOVE		11/14/2017
CLK-800000277	Lala	Manukyan		11/14/2017
CLK-113639872	ARNOLD	MOSKOVITS		11/14/2017
CLK-105593230	JAMES SCOTT	ROZETT		11/14/2017
CLK-800000323	Cassandra	crowder		11/15/2017
CLK-114850747	SUNGHEE	LEE		11/15/2017
CLK-800000307	Chasity	Mitchell		11/15/2017
CLK-800000293	Sparekel	Morris		11/15/2017
CLK-100169341	PHILLIP	RIGGINS	ESTHER RIGGINS	11/15/2017
CLK-800000315	Terry	Strange		11/15/2017
CLK-100804985	KERINA	WELLS		11/15/2017
CLK-800000331	FLORINDA	Martinez		11/16/2017
CLK-107804190	LEONOR	HERNANDEZ		11/17/2017
CLK-116348925	CHRISTINE	JOHNSON		11/17/2017
CLK-103157050	INGA	SREBNYTSKA		11/17/2017
CLK-118415123	KELSIE	WEST		11/17/2017
CLK-800000366	Timoteo	Cortes		11/18/2017
CLK-800000340	Randel	HUFF		11/18/2017
CLK-800000358	Alma	Keshavarz		11/18/2017
CLK-102813507	ACHIMA	SATAYAPAN		11/18/2017
CLK-110216326	NEIL	KIMBALL		11/19/2017
CLK-100938493	TRENT	JOHNSON		11/20/2017
CLK-108035859	NEYSON	CRUZ		11/21/2017
CLK-104395982	TAYLOR	HATTORI		11/21/2017
CLK-112538207	SACRAMENTO	NAPOLES		11/21/2017
CLK-104929081	ALICIA	NIETO		11/21/2017
CLK-118077910	MAURIN	PAZ		11/21/2017
CLK-104959053	JOHN G	THOMAS		11/21/2017
CLK-112855318	RACHEL	TORRES		11/21/2017
CLK-115021787	KAREN	HAHN		11/22/2017
CLK-109954548	SCOTT M	MURPHY		11/22/2017
CLK-800000056	ROSEMARIE	MURRAY		11/22/2017
CLK-116030240	MINERVA N	MORALES		11/24/2017
CLK-800000374	Maria	ricarte		11/24/2017
CLK-100804837	CATHERINE	OWEN		11/25/2017
CLK-100758517	KENNETH	OWEN		11/25/2017
CLK-100935150	ANDREW	ARONS		11/26/2017

CLK-116023872	ROSA H	BENITEZ	11/26/2017
CLK-115550640	JOHN	HUMPHREVILLE	11/26/2017
CLK-114953856	CELESTE	BERN	11/27/2017
CLK-107108437	LATOSHA	CRAIG	11/27/2017
CLK-800000382	ESTHER	GREEN	11/27/2017
CLK-101932901	ESTHER	GREENBERG	11/27/2017
CLK-101348223	ALMA	MOCTEZUMA	11/27/2017
CLK-115763392	LINDA	CHAVARRIA	11/28/2017
CLK-110845749	MANUEL	CHAVARRIA	11/28/2017
CLK-104162732	STEPHEN	ETTER	11/28/2017
CLK-116721448	YOLANDRA	HALL	11/28/2017
CLK-118343637	ALICIA S	FERRECCIO	11/29/2017
CLK-105434841	TERESA	MANJARRES	11/29/2017
CLK-104094443	STEVEN	MARSH	11/29/2017
CLK-114406561	ANNA M	OSEUGUEDA	11/29/2017
CLK-106139878	KATHELEEN E	RADCLIFFE	11/29/2017
CLK-800000390	CAROLYN	ESTEP	11/30/2017
CLK-100190065	CYNTHIA	DECASTRO	12/1/2017
CLK-800000404	CHRISTINA	MENDEZ	12/3/2017
CLK-107266970	SARGON S	ATTO	12/4/2017
CLK-119770350	HUA	XU	12/4/2017
CLK-115750339	NEEL	SACHDEV	12/5/2017
CLK-800000412	Marion	Yagman	12/6/2017
CLK-111867550	DOMINQUE	SPENCER	12/7/2017
CLK-800000420	SEAN	GRAVES	12/8/2017
CLK-101343230	SHELBY	SPEER	12/9/2017
CLK-800000439	DEMARCUS	TROTTER	12/9/2017
CLK-104337397	MOHAMED	BARO	12/10/2017
CLK-109163613	RICHARD	ABCARIAN	12/11/2017
CLK-106672320	TED	COWPER	12/11/2017
CLK-110717660	DAVID	GEVONDYAN	12/12/2017
CLK-106491440	ALICE M	LOWE	12/12/2017
CLK-800000447	MAHNAZ	SHAYEFAR	12/12/2017
CLK-106237187	FRANCISCO	CARCAMO	12/16/2017
CLK-103013075	ROXANNE E	CLAY	12/16/2017
CLK-118495720	JULIETA	ESCOBAR	12/18/2017
CLK-100720145	SHERRY	HUGHES	12/18/2017
CLK-800000455	MICHAEL	OLIVAS	12/18/2017
CLK-800000480		11 24TH AVE LLC	12/19/2017
CLK-800000498	DAVID	ANGELOTTI	12/19/2017
CLK-101714513	REX	BEABER	12/19/2017
CLK-101511124	STEVEN J	BORNSTEIN	12/19/2017
CLK-103482946	LILA	CHACIN	12/19/2017
CLK-111862124	BARBARA	GANNEN	12/19/2017
CLK-120186543	MICHAEL	GREEN	12/19/2017
CLK-108567095	MICHAEL B	GREEN	12/19/2017
CLK-800000536	ERIC	HONIG	12/19/2017

CLK-1164C3802	ANNE	JUDSON-YAGER	12/19/2017
CLK-108414710	SUSAN P	LYNCH	12/19/2017
CLK-8000C0528	ALEJANDRO	PACHECO	12/19/2017
CLK-113363249	JOHN W	PETRIE	12/19/2017
CLK-100562981	JANET	REICHMANN	12/19/2017
CLK-800000510	JOSEPH	REICHMANN	12/19/2017
CLK-102969981	ROMAN O	REYES	12/19/2017
CLK-800000501	VALMORE	RIERA	12/19/2017
CLK-101609922	BARRY	TARLOW	12/19/2017
CLK-101428588	JAMES R	TESNER JR	12/19/2017
CLK-800000471	JEFFREY	WARD	12/19/2017
CLK-119366029	WOI SIN	WOO	12/20/2017
CLK-115511938	SANDRA	FIGUEROA	12/21/2017
CLK-118815890	LEO	LYNCH	12/21/2017
CLK-116030585	EDWARD J	REHUREK	12/21/2017
CLK-100994520	SOURIK	ABEDIAN DBA	12/22/2017
CLK-114258775	YOLANDA LARA	FLORES	12/22/2017
CLK-105468517	SHEILA	RICHARD	12/22/2017
CLK-116939818	IMELDA LARA	ROSALES	12/22/2017
CLK-105751146	LEAH D	HAAPALA	12/25/2017
CLK-118450085	LUIS E	NUNEZ	12/25/2017
CLK-115713770	IAN	SMITH	12/25/2017
CLK-104663480	ZHARA	AL-NADAF	12/26/2017
CLK-109995570		BIG PINE DISTRIBUTORS	12/26/2017
CLK-107725777	JENNIFER	CHOI	12/26/2017
CLK-800000463	CURTIS	CLARK	12/26/2017
CLK-116970022	MINKOOK	KIM	12/26/2017
CLK-100560610	VARUSHAN	KIRAKOSYAN	12/26/2017
CLK-101427689	ANNE E	YARBROUGH-GRAVES	12/26/2017
CLK-104990295	IMELDA	ACOSTA	12/27/2017
CLK-112632394	SANTIAGO	ANGELES	12/27/2017
CLK-104694360	MARY	FORTUNA	12/27/2017
CLK-112847803	MARY J	FORTUNA	12/27/2017
CLK-114302197	MONIQUE LISA	FORTUNA	12/27/2017
CLK-120145359	FESTER	GRAY	12/27/2017
CLK-100687814	OUANITA	KINARD	12/27/2017
CLK-114511918	PATRICIA C	MARSHALL	12/27/2017
CLK-119913607	IRA	SANTOS	12/27/2017
CLK-119988070	ALICIA C	VARGAS	12/27/2017

LATE OPT-OUTS

ClaimID	FirstName	LastName	Name1	OptOut
CLK-110928946	ALFREDA	HUNTER		12/28/2017
CLK-118649361	JOYCE	JIMERSON		12/28/2017
CLK-115539964	CRYSTAL	MIRAMONTES		1/2/2018

02262010

EXHIBIT 22

ORIGINAL

1 RACHELE R. BYRD (190634)
2 byrd@whafh.com
3 BRITTANY N. DEJONG (258766)
4 dejong@whafh.com
5 **WOLF HALDENSTEIN ADLER**
6 **FREEMAN & HERZ LLP**
7 750 B Street, Suite 1820
8 San Diego, CA 92101
9 Telephone: 619/239-4599
10 Facsimile: 619/234-4599

11 DANIEL W. KRASNER (*pro hac vice*)
12 krasner@whafh.com
13 **WOLF HALDENSTEIN ADLER**
14 **FREEMAN & HERZ LLP**
15 270 Madison Avenue
16 New York, NY 10016
17 Telephone: 212/545-4600
18 Facsimile: 212/686-0114

19 *Plaintiffs' Class Counsel*

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA
21 IN AND FOR THE CITY OF LOS ANGELES

22 LORIN M. ENGQUIST and ANGELICA
23 G. DIVINAGRACIA dba FUN FIT
24 FACTORY, on behalf of themselves and all
25 others similarly situated,

26 Plaintiffs,

27 v.

28 CITY OF LOS ANGELES,

Defendant.

FILED
Superior Court of California
County of Los Angeles

MAR 17 2021

Sherri H. [Signature], Executive Officer/Clerk
By [Signature] Deputy
Christina Chung

JON A. TOSTRUD (199502)
jtostrud@tostrudlaw.com
TOSTRUD LAW GROUP, P.C.
1925 Century Park East,
Suite 2100
Los Angeles, CA 90067
Telephone: 310/278-2600
Facsimile: 310/278-2640

Case No. BC591331

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

DATE: March 17, 2021
TIME: 10:30 a.m.
JUDGE: Hon. Daniel J. Buckley
DEPT: SS1

RECEIVED
LOS ANGELES SUPERIOR COURT
FEB 22 2021
R. NAZARYAN

2021-03-19-10:28

1 The Motion for Final Approval of a Class Action Settlement (“Motion”) and the Motion for
2 Award of Attorneys’ Fees and Expenses and Service Awards filed by Plaintiffs Lorin M. Engquist,
3 Angelica G. Divinagracia dba Fun Fit Factory, and David Bernstein (“Plaintiffs”) came on for hearing
4 on March 17, 2021 at 10:30 a.m. in Department SS1 of the Superior Court of California for the County
5 of Los Angeles, the Honorable Daniel J. Buckley presiding.

6 Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz and Jon A. Tostrud of the Tostrud
7 Law Group, P.C. appeared for Plaintiffs.

8 Holly O. Whatley and Pamela K. Graham of Colantuono, Highsmith & Whatley, PC appeared
9 for Defendant the City of Los Angeles (“Defendant”).

10 Unless otherwise defined herein, all capitalized words and terms contained in this Order
11 Granting Final Approval of Class Action Settlement (“Final Order”) shall have the same meanings
12 as set forth in the First Amended Stipulation of Settlement (“FASS”) (Section II, Definitions ¶¶ 1–
13 53) filed on October 2, 2020.

14 On October 9, 2020, the Court entered an Order Granting Plaintiffs’ Motion for Preliminary
15 Approval of Class Action Settlement (“Preliminary Approval Order”), preliminarily approving the
16 proposed settlement of this Action pursuant to the terms of the FASS and directing that notice be
17 given to the members of the Class.

18 Pursuant to the Notice Plan, the Class was notified of the terms of the proposed Settlement
19 and of a Final Fairness Hearing (at 10:30 a.m. on March 17, 2021) to determine: (1) whether the
20 terms and conditions of the Settlement are fair, reasonable and adequate for the Release of the
21 Released Claims against the Released Parties; (2) whether the Final Order and Final Judgment should
22 be entered; (3) whether the Court should approve the provisions of the FASS with respect to the
23 Service Payments; and (4) whether the Court should grant Class Counsel’s application for Attorneys’
24 Fees and Expenses.

25 A Final Fairness Hearing was held on March 17, 2021. Prior to the Final Fairness Hearing,
26 proof of completion of the Notice Plan was filed with the Court, along with declarations of
27 compliance as prescribed in the Preliminary Approval Order. Class Members were therefore notified
28

1 of their right to appear at the hearing in support of or in opposition to the proposed Settlement, the
2 award of Attorneys' Fees and Expenses to Class Counsel, and Service Payments.

3 The Court, (i) having heard and considered the oral presentations made at the Final Fairness
4 Hearing (including any materials and documents presented to the Court therein), (ii) having reviewed
5 and considered the FASS, the Motion for Final Approval of the Settlement, the application for Service
6 Payments and Attorneys' Fees and Expenses, and supporting papers and declarations, including the
7 pleadings filed in support of the Motion for Preliminary Approval of Class Action Settlement and
8 declarations, and any supplements thereto, and any timely and proper objections, and (iii) having
9 determined that the Settlement is fair, adequate and reasonable, and good cause appearing thereon,
10 makes the following findings and determinations.

11 It is hereby ORDERED, ADJUDGED, and DECREED that:

12 1. The Court, for purposes of this Final Order, adopts all defined terms as set forth in the
13 FASS (Section II, *Definitions*, ¶¶ 1-53).

14 2. This Court has jurisdiction over the subject matter of the Action and over all claims
15 raised therein and all Parties thereto, including the Class Members.

16 3. The Class, which will be bound by this Final Order and the Final Judgment to be
17 entered, shall include all members of the Class who did not submit a timely and valid request for
18 exclusion. The members of the Class who have requested exclusion are identified in Exhibit A to the
19 Final Judgment.

20 4. On May 13, 2019, the Court certified the following mandatory, non-optout Class:

21 All persons, including individuals, non-corporate entities, and corporations, wherever
22 organized and existing, that have paid the City of Los Angeles Gas Users Tax imposed
23 by section 21.1.5 of the Los Angeles Municipal Code on amounts charged by Southern
24 California Gas Company for reading meters, preparing bills, processing payments and
25 establishing service.

26 5. Plaintiffs Lorin M. Engquist, Angelica G. Divinagracia dba Fun Fit Factory and David
27 Bernstein (who were appointed Class Representatives pursuant to the order certifying the class and
28 the Preliminary Approval Order) fairly and adequately represented the Class Members.

1 6. Wolf Haldenstein Adler Freeman & Herz LLP and the Tostrud Law Group, P.C. as
2 Class Counsel (who were appointed Class Counsel pursuant to this Court's order certifying the class
3 and the Preliminary Approval Order) fairly, adequately, and competently represented the Class
4 Members.

5 7. The Court finds, similar to its order certifying the Class and in the Preliminary
6 Approval Order, that the requirements of Code of Civil Procedure § 382 are satisfied. Specifically,
7 with respect to the Class, the Court finds that: (a) the members of the Class are so numerous that their
8 joinder is impracticable; (b) there are questions of law and fact common to the Class which
9 predominate over any individual questions; (c) the claims of the Class Representatives are typical of
10 the claims of the Class; and (d) a class action is superior to other available methods for the fair and
11 efficient adjudication of the controversy considering: (i) the interests of the Class Members in
12 individually controlling the prosecution of separate actions, (ii) the extent and nature of any litigation
13 concerning the controversy already commenced by the Class, (iii) the desirability or understandability
14 of concentrating the litigation of these claims in the particular forum, and (iv) the difficulties likely
15 to be encountered in the management of the action.

16 8. Class Notice was provided to the Class in accordance with the Preliminary Approval
17 Order and satisfied the requirements of due process, California Code of Civil Procedure section 382
18 and rule 3.766 of the California Rules of Court and (a) provided the best notice practicable, and
19 (b) was reasonably calculated under the circumstances to apprise Class Members of the pendency of
20 the Action, the terms of the Settlement, their right to appear at the Final Fairness Hearing, their right
21 to object to the Settlement, and their right to exclude themselves from the Settlement.

22 9. The Court finds that the Notice Plan set forth in the FASS and effectuated pursuant to
23 the Preliminary Approval Order constitutes the best notice practicable under the circumstances and
24 shall constitute due and sufficient notice to the Class of the pendency of the Action, certification of
25 the Class, the terms of the FASS, and the Final Fairness Hearing, and satisfies the requirements of
26 California law and federal due process of law.

1 10. The FASS was arrived at following serious, informed, adversarial, and arm's-length
2 negotiations conducted in good faith by counsel for the Parties, facilitated by an experienced
3 mediator, and is supported by the majority of the members of the Class.

4 11. The Settlement, as set forth in the Stipultaion of Settlement, is in all respects fair,
5 reasonable, adequate and in the best interests of the Class and is approved. The Parties shall effectuate
6 the FASS according to its terms, including the injunctive relief requiring the City to exclude or cause
7 to be excluded the Customer Charge and Service Establishment Charge from the Tax Base and which
8 shall occur within seventy (70) days after the Effective Date, as provided in the FASS at paragraphs
9 18 and 62. The FASS shall be deemed incorporated herein as if explicitly set forth and shall have the
10 full force and effect of an Order of this Court.

11 12. Upon the Effective Date, Class Representatives and each Class Member, on behalf of
12 themselves and any other legal or natural persons who may claim by, through or under them, are
13 deemed to have fully, finally and forever released and discharged the Released Parties from any and
14 all Released Claims arising during the Class Period of April 16, 2014 to the date of entry of the
15 Judgment, whether known or unknown, suspected or unsuspected, contingent or non-contingent,
16 derivative or direct, asserted or unasserted, whether based on federal, state or local law, statute,
17 ordinance, regulation, code, contract, common law, or any other source, or any claim of any kind.

18 13. Class Members, including the Class Representatives, are hereby barred from hereafter
19 instituting, maintaining, prosecuting, and/or asserting any suit, action, and/or proceeding against the
20 Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf
21 of any other person or entity with respect to the claims, causes of action, and/or any other matters
22 released through the Settlement.

23 14. This Final Order, the FASS, the Settlement which it reflects, and any and all acts,
24 statements, documents or proceedings relating to the Settlement, are not, and shall not, be construed
25 as or used as an admission by or against Defendant or any other Released Party of any fault,
26 wrongdoing, or liability on their part, or of the validity of any Released Claim or of the existence or
27 amount of damages.

28 15. The Court finds that distribution to the *cy pres* recipients is useful in fulfilling the

1 purposes of the underlying Action; the nonprofit organizations designated as *cy pres* recipients
2 support projects that fulfill the purposes of the underlying Action, benefiting members of the public,
3 including Class Members. Alliance for Children's Rights, a Los Angeles-based charitable
4 organization, provides an important public service to City taxpayers/Class Members by dedicating
5 resources to support foster youth and families in the communities this Settlement encompasses. In
6 the context of this Action, the Alliance's services include assisting with Southern California Gas
7 Company discounts, matriculation into the CARE program, and ensuring that utility cost obligations
8 are met. The Utility Reform Network, a California-based charitable organization, provides an
9 important public service to California utility users, including Class Members, by helping utility
10 customers understand their bills, protect their privacy, challenge unfair practices and learn how to
11 save money and the environment.

12 16. For the reasons set forth in their application for Attorneys' Fees and Expenses, the
13 Court hereby awards Class Counsel attorneys' fees in the amount of \$ 8,125,000.00 and
14 reimbursement of expenses in the amount of \$ 156,779.19 . For the reasons set forth in the
15 Class Representatives' request for Service Payments, the Court hereby awards Class Representative
16 Lorin Engquist a Service payment of \$20,000 in special recognition of his discovery of and pursuit
17 of the claims in this Action and for his time, effort, and risk in connection with the Action. Class
18 Representatives Divinagracia and Bernstein are each awarded a Service Payment of \$10,000 for their
19 time, effort, and risk in connection with the Action. The foregoing sums shall be paid from the
20 Settlement Fund in accordance with the FASS.

21 17. This Order does not constitute an expression by the Court of any opinion, position or
22 determination as to the merit or lack of merit of any of the claims or defenses of Class Representatives
23 or Defendant. This Order is not an admission or indication by Defendant of the validity of any claims
24 in this action or of any liability or wrongdoing or of any violation of law.

25 18. Class Representatives and the Class, on the one hand, and the Defendant, on the other,
26 shall take nothing further from the other side except as expressly set forth in the FASS and this Final
27 Order.

28 19. The Parties are authorized to implement the terms of the FASS.

1 20. Pursuant to California Code of Civil Procedure section 664.6 and rule 3.769(h) of the
2 California Rules of Court, and without affecting the finality of the Final Judgment, the Court reserves
3 exclusive and continuing jurisdiction over this Action, the Class Representatives, the Class Members,
4 and Defendant for purposes of administrating, consummating, enforcing, and interpreting the FASS,
5 the Final Order and Final Judgment, including any release in connection with the Settlement, and for
6 any other necessary purpose, and to issue related orders necessary to effectuate the final approval of
7 the FASS.

8 21. The Settlement Administrator shall post the Final Order and Final Judgment on the
9 settlement website, www.GasTaxSettlementLA.com, forthwith and it shall remain there until at least
10 thirty (30) days after the Effective Date.

11 22. The Court sets a non-appearance compliance hearing for 7/6/2020 at
12 4 a.m./p.m. in Department SS1 of this Court. At least five court days before the hearing, Class
13 Counsel and the Settlement Administrator shall submit a summary accounting of the Settlement Fund
14 identifying distributions made as ordered herein, the status of any unresolved issues, and any other
15 matters appropriate to bring to the Court's attention.

16 23. The objections to the Settlement are without merit and are overruled.

17 24. The Court approves the Administration Expenses associated with the Settlement.

18 25. The Court is directed to enter this Final Order forthwith.

19
20 **IT IS SO ORDERED.**

21
22
23 DATED: March 17, 2021

Daniel Buckley
HONORABLE DANIEL J. BUCKLEY

24
25
26
27
28 26337v4

EXHIBIT 23

1 City moves to strike allegations in the Complaint supporting prayers for relief on a
2 classwide basis. City's position is that Health and Safety Code¹ section 5471 authorizes it
3 to enact fees for water delivery and section 5472 prescribes that the procedures in Revenue
4 and Taxation Code sections 5140 must be followed to seek a refund of those fees. Those
5 provisions require a party seeking a refund to pay the fee under protest and do not provide
6 that the class device may be used to seek the refund. City further argues any class claim is
7 barred by collateral estoppel. Plaintiff opposes, arguing Sections 5471 and 5472 (and
8 Revenue and Taxation Code section 5140) and collateral estoppel do not apply. Plaintiff
9 also argues class allegations should not be stricken because classwide injunctive relief is
10 available even if classwide refund relief is not available.

11 On July 13, 2023 the Court heard oral argument from counsel for both sides on its
12 oral tentative denying City's motion to strike. A written order denying the motion to strike
13 issued July 14, 2023. The written order did not address the parties' arguments regarding
14 construction of Sections 5471 and 5472.

15 On August 10, 2023 the parties filed a Stipulation Re: Ruling on Application of
16 Health and Safety Code section 5472. The Stipulation states that after oral argument on
17 July 13, 2023 "the City authorized its counsel to seek immediate resolution of the
18 application of Health and Safety Code section 5472, and to waive the City's right . . . to
19 have class certification proceedings before ruling on the substantive merits of the action."
20 Stipulation, ¶ 5. The Stipulation states counsel for both parties agreed "the Health and
21 Safety Code section 5472 issue is fully briefed and ready for decision" and "the most
22 efficient path to resolution of the . . . section 5472 issue would be for the Court to reopen
23 the Motion to Strike and determine whether Plaintiff's prayer for a refund must be struck
24 pursuant to . . . section 5472." Stipulation, ¶¶ 6-7. The parties requested an opportunity
25 for further oral argument on the issue "based on the existing briefing at the next scheduled
26 status conference on August 29, 2023." Stipulation, ¶ 8.

27
28

¹ All statutory references are to the Health and Safety Code unless otherwise noted.

1 Having considered the parties' briefing, matters that may be judicially noticed, and
2 oral argument of counsel at the July 13 and August 29, 2023 hearings, for the reasons set
3 forth below, City's Motion to Strike is DENIED in part and GRANTED in part. As the
4 analysis below sets forth, the class allegations requesting a refund are improper. See
5 Notice of Motion, Items 2, 3, 14, 16, 17, 19, 22. However, not all of the matters sought to
6 be stricken relate to the refund sought by putative class members. As discussed at oral
7 argument, counsel shall submit a stipulation consistent with this ruling as to the specific
8 phrases to be stricken, to be submitted prior to September 14, 2023. Counsel shall also
9 meet and confer as to whether the ruling on this motion should be certified for
10 interlocutory appeal pursuant to Code Civ. Proc. § 166.1. A further conference on same
11 shall be conducted September 14, 2023 at 10:30 a.m.

12 13 **II. LEGAL STANDARD**

14 15 **A. Legal Standard for Motions to Strike**

16 Code Civ. Proc., section 436 permits the court, "upon a motion made pursuant to
17 Section 435, or at any time in its discretion, and upon terms it deems proper," to strike
18 "any irrelevant, false, or improper matter inserted in any pleading" and "all or any part of
19 any pleading not drawn or filed in conformity with the laws of this state, a court rule, or an
20 order of the court." A motion to strike under Code Civ. Proc., section 435 must be filed
21 "within the time allowed to respond to a pleading." Code Civ. Proc., sec. 435(b)(1); *City*
22 *and Cty. of San Francisco v. Strahlendorf* (1992) 7 Cal.App.4th 1911, 1913.

23 The notice of motion to strike must "quote in full" the material to be stricken
24 "except where the motion is to strike an entire paragraph, cause of action, count, or
25 defense." Cal. Rules of Court, Rule 3.1322(a). The "notice of motion to strike must be
26 given within the time allowed to plead, and if a demurrer is interposed, concurrently
27 therewith, and must be noticed for hearing and heard at the same time as the demurrer."
28 Cal. Rules of Court, Rule 3.1322(b). The parties are required to meet and confer as to the

1 objections underlying the motion and the moving party must supply a declaration as to
2 those meet and confer efforts. Code Civ. Proc., sec. 435.5.

3
4 **B. Proposition 218**

5 Proposition 218, approved by the voters in 1996, added Articles XIII C and D to the
6 California Constitution. “Proposition 218 was designed to: constrain local governments’
7 ability to impose assessments [and property-related fees]; place extensive requirements on
8 local governments charging assessments [and property-related fees]; shift the burden of
9 demonstrating assessments’ [and property-related fees] legality to local government; make
10 it easier for taxpayers to win lawsuits; and limit the methods by which local governments
11 exact revenue from taxpayers without their consent.” *KCSFV I, LLC v. Florin County*
12 *Water Dist.* (2021) 64 Cal.App.5th 1015, 1021-1022 (*KCSFV*) (bracketed text in original),
13 quoting *Silicon Valley Taxpayers’ Assn., Inc. v. Santa Clara County Open Space Authority*
14 (2008) 44 Cal.4th 431, 448.

15 Article XIII-D is implicated here as a property-related fee is at issue. *Bighorn*
16 *Desert View Water Agency v. Verjil* (2006) 39 Cal.4th 205, 214. Section 6(b) of Article
17 XIII-D sets forth requirements for property-related fees and charges. As relevant here, the
18 revenue derived from the fee or charge “shall not exceed the funds required to provide the
19 property related service” and “shall not be used for any purpose other than that for which
20 the fee or charge was imposed.” Moreover, a fee imposed “as an incident of property
21 ownership shall not exceed the proportional cost of the service attributable to the parcel.”
22 Neither party addresses ratepayers’ remedy for failure to meet the requirements of
23 Proposition 218, including whether remedies are found in its Omnibus Implementation Act
24 codified at Government Code §§53750-53756.

25
26 **C. Health and Safety Code – Sanitation and Sewerage Systems**

27 Section 5471 subd. (a) authorizes “any entity” to “prescribe, revise and collect, fees,
28 tolls, rates, rentals, or other charges for services and facilities furnished by it, either within

1 or without its territorial limits, in connection with its water, sanitation, storm drainage, or
2 sewerage system.”

3 Section 5471, subd. (b) authorizes “any entity” to “prescribe, revise, and collect
4 water, sewer, or water and sewer standby or immediate availability charges for services
5 and facilities furnished by it, either within or without its territorial limits, in connection
6 with its water, sanitation, storm drainage, or sewerage system.”

7 Section 5472 provides:

8 “After fees, rates, tolls, rentals or other charges are fixed pursuant to [Section
9 5471], any person may pay such fees, rates, tolls, rentals or other charges under
10 protest and bring an action against the city or city and county in the superior
11 court to recover any money which the legislative body refuses to refund.

12 Payments made and actions brought under this section, shall be made and
13 brought in the manner provided for payment of taxes under protest and actions
14 for refund thereof in Article 2, Chapter 5, Part 9, of Division 1 of the Revenue
15 and Taxation Code, insofar as those provisions are applicable.”

16 See Rev. & Tax. Code, sec. 5140 et seq. (Article 2, Chapter 5, Part 9, of Division 1).

17 “[S]ection 5472 allows a person to pay the charges *under protest* and then bring an
18 action to recover any amount the entity has refused to refund, in accordance with . .
19 . Revenue and Taxation Code (§ 5140 et seq.), which governs refund *actions*. The plain
20 language of section 5472 thus contemplates payment under protest, followed by an action
21 if the payer is unable to secure a refund.” *Los Altos Golf & Country Club v. County of*
22 *Santa Clara* (2008) 165 Cal.App.4th 198, 205, emphasis in original (*Los Altos*).

24 **III. REQUESTS FOR JUDICIAL NOTICE**

25 City requests judicial notice of:

26 (1) Senate Bill No. 2263 (Ex. 1);

27 (2) Senate Bill No. 682 (Ex. 2);

28 (3) City of Los Angeles Ordinance No. 184130, dated March 15, 2016 (Ex. 3); and

1 (4) The Final Statement of Decision by Judge Mary H. Strobel filed March 17, 2023
2 in Los Angeles Superior Court case No. 18STCV07272 (*Dreher v. City of Los*
3 *Angeles Department of Water and Power*) (*Dreher*).
4

5 The exhibits are authenticated in a Declaration contained in the Request for Judicial Notice
6 executed by Liliane M. Wyckoff, counsel for City. Wyckoff Dec. ¶ 1.
7

8 Plaintiff requests judicial notice of:

9 (1) “All versions of Assembly Bill 302 as introduced on January 17, 1945, and as
10 amended on April 13, 1945, April 20, 1945, May 17, 1945, and June 1, 1945, and its
11 enactment into law” (Ex. A);

12 (2) “All versions of Senate Bill 706 as introduced on January 13, 1953, and as
13 amended on March 27, 1953 and May 11, 1953, and its enactment into law” (Ex.
14 B);

15 (3) “All versions of Assembly Bill 823 as introduced on March 19, 1973, and as
16 amended on June 13, 1973 and August 10, 1973, and its enactment into law” (Ex.
17 C);

18 (4) “All versions of Senate Bill 2263 as introduced on February 17, 1988, and as
19 amended on April 4, 1988 and May 17, 1988, and its enactment into law” (Ex. D);

20 (5) A “Consent Analysis prepared by the Office of Senate Floor Analyses regarding
21 Senate Bill 2263, as amended April 4, 1988” (Ex. E);

22 (6) An “Unfinished Business Analysis prepared by the Office of Senate Floor
23 Analyses regarding Senate Bill 2263, as amended May 17, 1988” (Ex. F);

24 (7) An “Analysis prepared by the Assembly Committee on Local Government
25 regarding Senate Bill 2263, as amended May 17, 1988” (Ex. G);

26 (8) The “Senate Third Reading Analysis prepared by the Assembly Committee on
27 Local Government regarding Senate Bill 2263, as amended May 17, 1988” (Ex. H);
28

1 (9) An “Enrolled Bill Report prepared by the Office of Local Government Affairs
2 regarding Senate Bill 2263, dated August 18, 1988” (Ex. I);

3 (10) “All versions of Senate Bill 444 as introduced on February 21, 2007, and as
4 amended on April 10, 2007, and its enactment into law” (Ex. J);

5 (11) A “Consent Analysis prepared by the Office of Senate Floor Analyses
6 regarding Senate Bill 444, as amended April 10, 2007” (Ex. K);

7 (12) An “Analysis prepared by the Assembly Committee on Local Government
8 regarding Senate Bill 444, as amended April 10, 2007” (Ex. L); and

9 (13) An “excerpt from the 2007 Digest of Legislation prepared by the Office of
10 Senate Floor Analyses regarding Senate Bill 444” (Ex. M).

11
12 The exhibits are authenticated in the Declaration of Anna Maria Berezky-
13 Anderson, an attorney "employed by Legislative Intent Service, Inc., a company
14 specializing in researching the history and intent of legislation." Berezky-Anderson Dec.
15 ¶¶ 1-3.

16 “To determine the purpose of legislation, a court may consult contemporary
17 legislative committee analysis of that legislation, which are subject to judicial notice.” *In*
18 *re J.W.* (2002) 29 Cal.4th 200, 211. Thus, reports by involved Assembly and Senate
19 Committees are typically cognizable legislative history. *Kaufman & Broad Communities,*
20 *Inc. v. Performance Plastering, Inc.* (2005) 133 Cal.App.4th 26, 32, 35. (*Kaufman &*
21 *Broad*) . However, as the *Kaufman & Broad* court noted:

22
23 “Many attorneys apparently believe that every scrap of paper that is
24 generated in the legislative process constitutes the proper subject of judicial
25 notice. They are aided in this view by some professional legislative intent
26 services. ... As a general rule in order to be cognizable, legislative history
27 must shed light on the collegial view of the Legislature *as a whole*.

28 [Citation.] Thus, to pick but one example, our Supreme Court has said, “We

1 have frequently stated ... that the statements of an individual legislator,
2 including the author of a bill, are generally not considered in construing a
3 statute, as the court's task is to ascertain the intent of the Legislature as a
4 whole in adopting a piece of legislation. [Citations.]”
5 *Id.* at 29-30.

6
7 Courts take judicial notice of committee reports because “it is reasonable to infer
8 that those who actually voted on the proposed measure read and considered the materials.”
9 *Hutnick v. United States Fidelity & Guaranty Co.* (1988) 47 Cal.3d 456, 465 fn. 7; *Arce v.*
10 *Kaiser Foundation Health Plan, Inc.* (2010) 181 Cal.App.4th 471, 485 (reports of
11 legislative committees “are part of a state's legislative history” and “subject to judicial
12 notice as official acts of the Legislature.”)

13 Still, any “resort to legislative history is appropriate only where statutory language
14 is ambiguous.” *Kaufman, supra*, 133 Cal.App.4th at 29. Judicial notice may be taken
15 “without a showing of statutory ambiguity,” and the court later “may determine that the
16 subject statute is unambiguous, so that resort to legislative history is inappropriate.” *Id.* at
17 30. The requests for judicial notice are granted on that condition as to all items except the
18 decision in *Dreher*, which is judicially noticed pursuant to Evid. Code section 452(d).

19
20 **IV. ALLEGATIONS OF THE COMPLAINT**

21 In 2016 the City allegedly adopted a tiered fee system for delivery of water to
22 residential single-dwelling customers. Complaint, ¶¶ 10-27. Plaintiff alleges the tiered
23 rates violate Proposition 218’s substantive requirements because the rates are not shown to
24 be proportional to the actual costs of service to each parcel. Complaint, ¶ 44. Plaintiff
25 alleges City violated Proposition 218’s procedural requirements when it adopted the tiered
26 rate structure without adequate notice to affected customers. Complaint, ¶¶ 49-57. The
27 Complaint does not expressly describe the fees at issue as “delivery” or “standby or
28

1 availability” charges, but indicates the fees were based on the “actual amount of water
2 used” by a customer. Complaint, ¶ 12.

3 Plaintiff seeks to represent "all single-dwelling unit residential customers of
4 LADWP who paid water charges between October 7, 2019 and the date of class
5 certification." Complaint, ¶ 69. Plaintiff alleges he and putative class members paid water
6 fees under protest and complied with the Government Claims Act by submitting a written
7 claim to the City. Complaint, ¶¶ 9, 58. As relief Plaintiff seeks, among other things,
8 orders (1) finding that City overcharged class members and requiring repayment plus pre-
9 judgment and post-judgment interest and (2) enjoining City from continuing to engage in
10 the unlawful conduct described in the Complaint. Complaint, p. 21 (Prayer ¶¶ d, e).

11 12 **V. ANALYSIS**

13 14 **A. The Procedural Requirements Are Met**

15 City met and conferred in compliance with Code Civ. Proc., section 435.5. The
16 parties “shall meet and confer at least five days before the date a motion to strike must be
17 filed.” Code Civ. Proc., sec. 435.5(a)(2). City’s counsel submitted a form declaration
18 (Form CIV-140) attesting that “[a]t least five days before the date a responsive pleading
19 was due to be filed (if I am filing a demurrer or motion to strike) . . . I met and conferred
20 with the party who filed the pleading by telephone . . . and we did not reach an agreement
21 resolving the matters raised by the demurrer, motion to strike, or motion for judgment on
22 the pleadings.” Dec. of Holley O. Whatley, ¶ 2. No further information is provided, but
23 there is no argument that City failed to meet and confer.

24 The Motion to Strike was timely filed “within the time allowed to respond” to the
25 Complaint. Code Civ. Proc., sec. 435(b)(1). On November 15, 2022, before Plaintiff filed
26 a Proof of Service of the Complaint on November 29, 2022, the Court stayed the case
27 pending an Initial Status Conference. The Court ordered that “[r]esponsive pleadings shall
28 not be filed until further Order.” No further order has been entered directing responsive

1 pleadings to be filed; instead, a hearing was set on City's Motion to Strike. City timely
2 filed the Motion to Strike on May 1, 2023 consistent with the Court's orders.

3
4 **B. Collateral Estoppel Does Not Apply**

5 Collateral estoppel precludes re-litigation of issues resolved in prior proceedings.
6 "In order to apply this principle: (1) the issue must be identical to that decided in the prior
7 proceeding; (2) the issue must have been actually litigated in the prior proceeding; (3) the
8 issue must have been necessarily decided in the prior proceeding; (4) the decision must
9 have been final and on the merits; and (5) preclusion must be sought against a person who
10 was a party or in privity with a party to the prior proceeding." *Alvarez v. May Dept. Stores*
11 *Co.* (2006) 143 Cal.App.4th 1223, 1233 (*Alvarez*).

12 On March 17, 2023 this Court (Hon. Mary Strobel, Ret.) issued a Statement of
13 Decision in *Stephen and Melinda Dreher v. City of Los Angeles Department of Water and*
14 *Power*, 18STCV07272 (*Dreher*), following trial in that action. City urges that *Dreher*
15 alleged a putative class action challenge to City's Schedule A tiered water rates and sought
16 a class-wide refund of the alleged overcharged fees. City's MPA, p. 14:19-23. City argues
17 Plaintiff is estopped to bring this action based on the rulings in *Dreher*.

18 The Statement of Decision reflects the Dreher's brought the action on behalf of
19 themselves, sought damages, and alleged (1) declaratory relief; (2) injunctive relief; (3) a
20 petition for writ of mandate pursuant to Code of Civil Procedure 1085; and (4) restitution.
21 RFJN Ex. 4 (*Dreher* SOD, p. 8). There is no indication a class was certified (or attempted
22 to be certified) in *Dreher*. The City cites paragraphs 43 and 44 of the *Dreher* Complaint,
23 but it is not in the record. The City also cites pages 4 and 61 of the *Dreher* SOD but they
24 do not indicate any class was certified or sought to be certified before trial. City MPA, p.
25 15:23 ("RJN Ex. 4 at pp. 98, 155.") Nothing on page 4 supports City; page 61 of the
26 opinion states that, "[b]ecause the court finds that the pay under protest provisions of
27 section 5472 apply, and neither Petitioners individually nor purported class members
28 complied with these provisions, Petitioners are barred from any recovery of past charges."

1 RFJN Ex. 4. The reference to “purported class members” only confirms that no class was
2 certified before trial.

3 Thus, to the extent a class was alleged it appears City impliedly or expressly waived
4 its rights under *Fireside Bank v. Superior Court* (2007) 40 Cal.4th 1069 and left open the
5 possibility of being “being pecked to death by ducks.” *Id.* at 1078, quoting *Premier*
6 *Electrical Constr. Co. v. National Electrical Contractors Asso.* (7th Cir. 1987) 814 F.2d
7 358, 363; *id.* at 1083, emphasis added (“First, a defendant must actively preserve its
8 protection against one-way intervention by objecting. If it fails to timely object, *or*
9 *affirmatively seeks resolution of the merits before certification*, it will be deemed to have
10 waived its rights.”) No order regarding class certification was obtained before trial.

11 After trial of the writ petition the Court issued a Statement of Decision finding City
12 violated Proposition 218 with respect to Low Income Subsidy Adjustments (LISA)
13 imposed on many rate payers as part of the 2016 rate structure. LISA charges were used to
14 subsize water rates for low income households. The *Dreher* court held the charge violated
15 Proposition 218 because it is not proportionally charged based on the actual cost of service
16 the customer receives. RFJN Ex. 4 (*Dreher* SOD, pp. 7, 20-22).

17 Plaintiffs in *Dreher* then sought a writ ordering City to refund all LISA fees
18 imposed since 2016. City argued, as here, that Section 5472 bars class-wide monetary
19 relief. City prevailed on that argument.

20 City concedes that Plaintiff was not a party to *Dreher*. It relies on *Alvarez*, which
21 held that collateral estoppel may apply when a “prevailing party seeks to enforce a ruling
22 denying class certification against an absent putative class member.” *Alvarez, supra*, 143
23 Cal.App.4th at 1236.

24 In *Alvarez*, plaintiff’s counsel filed a putative class action (the *Gorman* action) on
25 behalf of “Area Sales Manager[s]” employed by Robinsons Department Stores seeking
26 relief for misclassification of managers as exempt employees for overtime. *Id.* at 1228.
27 “The trial court denied class certification in *Gorman* in December 1998, stating that the
28 plaintiffs had failed to demonstrate a community of interest or an ascertainable class and

1 that the proposed class representatives were unsuitable because they had unsatisfactory
2 employment histories.” *Id.* at 1229. One year later plaintiff’s counsel filed a second
3 putative class action (the *Duran* action) against the same defendant based on allegations
4 that Area Sales Managers were not paid overtime even though they “performed the same
5 duties and the job is a standardized one completely lacking in independent discretion.”
6 *Ibid.* The “trial court denied a motion to certify the class in *Duran*” and that order was
7 affirmed on appeal because “[c]ommon questions of fact could not predominate.” *Ibid.*

8 Finally, plaintiff’s counsel filed a third putative class action against the same
9 defendant “on behalf of current and/or former [Area Sales Manager] employees” alleging
10 the “respondent intentionally and improperly designated them as exempt to avoid payment
11 of overtime.” *Ibid.* The defendant demurred, arguing the “order denying certification of
12 the same class . . . in *Duran*” had collateral estoppel effect. *Id.* at 1229-1230. The trial
13 court sustained the demurrer “without leave to amend as to the class action allegations”
14 based on the decisions denying class certification in *Gorman* and *Duran*. *Id.* at 1230.

15 The Court of Appeal affirmed the application of collateral estoppel even though the
16 putative class representatives in the third action were not putative class representatives in
17 *Gorman* or *Duran*, reasoning that the putative representatives’ interests were adequately
18 represented in *Duran*. *Id.* at 1237-1238. The Court of Appeal drew “a distinction between
19 using a prior ruling to bar a litigant from receiving a hearing on the merits and applying a
20 prior decision to prevent a litigant from proceeding as a class representative. *Id.* at 1234.

21 *Alvarez* stands for the limited proposition that a procedural order denying class
22 certification may preclude another class from being certified. It is not a bar to substantive
23 rulings on the merits of individual claims. *Id.* at 1238.

24 Subsequent appellate decisions have not adopted *Alvarez*’s holding, particularly
25 following the United States Supreme Court’s decision in *Smith v. Bayer Corp.* (2011) 564
26 U.S. 299 (*Smith*). In *Bridgeford v. Pac. Health Corp.* (2012) 202 Cal.App.4th 1034 the
27 Court of Appeal, relying on *Smith*, held that without class certification “the interests of
28 absent putative class members were not represented . . . and the requirements for collateral

1 estoppel cannot be established.” *Id.* at 1043-1044. In *Williams v. U.S. Bancorp Inv., Inc.*
2 (2020) 50 Cal.App.5th 111, the Court of Appeal followed *Bridgeford* and disagreed with
3 *Alvarez* again in holding that collateral estoppel did not apply to an absent member of a
4 class certified and then decertified from pursuing a class action. *Id.* at 119-125.

5 City fails to address these cases in its Reply and also does not acknowledge the
6 limits of *Alvarez*, arguing that Plaintiff “possesses the requisite connection to the *Dreher*
7 case, as [Plaintiff] would have been a member of the *Dreher* class had such a class been
8 certified.” Reply, p. 13. To the contrary, *Bridgeford* and *Williams* indicate that an absent
9 putative class member’s interests are not adequately represented in a prior proceeding
10 unless and until a class is certified. The relationship between an absent putative class
11 member and putative class representative is therefore not “sufficiently close” to establish
12 privity prior to certification. In any event, City’s position that Plaintiff “would have been a
13 member of the *Dreher* class” is undercut by the lack of evidence class certification was
14 ever at issue in *Dreher*. The case proceeded to trial and final judgment without any order
15 granting or denying class certification.

16 City alternatively argues (for the first time on Reply) that the Court should “apply
17 principles of comity” to the *Dreher* decision in the same manner that “federal courts . . .
18 apply principles of comity to each other’s class certification decisions when addressing a
19 common dispute.” Reply, p. 14; *Smith, supra* at 317. Comity reflects the principle “that
20 the laws of a state have no force, proprio vigore, beyond its territorial limits, but the laws
21 of one state are frequently permitted by the courtesy of another to operate in the latter for
22 the promotion of justice, where neither that state nor its citizens will suffer any
23 inconvenience from the application of the foreign law.” *Advanced Bionics Corp. v.*
24 *Medtronic, Inc.* (2002) 29 Cal.4th 697, 707.

25 Comity is, in effect, affording deference to the non-binding laws or decisions of
26 another state or territory. Federal courts may properly apply principles of comity to
27 decisions by federal courts in other states addressing “common disputes.” *Smith, supra*,

28

1 564 U.S. at 317. Comity is not a basis for one judicial officer to defer to another judicial
2 officer of the same Court.

3 4 **C. Sections 5471 and 5472 Apply to the Water Charges Challenged**

5 6 **1. Plain Language of Section 5471 Applies to Water Delivery Charges**

7 Addressing the merits of City’s position, the first issue presented by the motion is
8 whether the water delivery fees were fixed “pursuant to” Section 5471. Plaintiff’s theory
9 is that they were not because Section 5471(b) only applies to “standby or immediate
10 availability water charges,” and *not* the delivery charges at issue here. Opposition, p. 1.

11 Section 5471 subd. (a) authorizes “any entity” to “prescribe, revise and collect,
12 fees, tolls, rates, rentals, or other charges for services and facilities furnished by it, either
13 within or without its territorial limits, in connection with its *water*, sanitation, storm
14 drainage, *or* sewerage system.” (Emphasis added)

15 Section 5471, subd. (b) further authorizes “any entity” to “prescribe, revise, and
16 collect *water*, sewer, *or water and sewer standby or immediate availability* charges for
17 services and facilities furnished by it, either within or without its territorial limits, in
18 connection with its *water*, sanitation, storm drainage, or sewerage *system*.” (Emphasis
19 added).

20 Plaintiff argues the term “standby or immediate availability” included in subdivision
21 (b) means that Section 5471 applies only to “standby or immediate availability charges”
22 and not to delivery charges.

23 This argument does not withstand scrutiny for two reasons. First, the statute plainly
24 says, in subd. (a) that an entity may set fees in connection with its “*water*” system. Fees
25 for delivering water are fees in connection with the water system. This alone shows that
26 Section 5471 authorizes water delivery charges.

27 Second, subdivision (b) is reasonably read as authorizing water delivery charges.
28 Section 5471 then states, in subd. (b) that an entity may collect “*water*, sewer *or water and*

1 sewer standby or immediate availability charges” for services “in connection with its
2 water . . . system.” (Emphasis added). This language is disjunctive and does not limit
3 Section 5471 to standby or immediate availability charges. It is more reasonably read as
4 authorizing “water . . . charges” or “sewer . . . charges” or “water and sewer standby or
5 immediate availability charges.” Portions of the statute would be rendered surplusage if
6 instead read as authorizing “water . . . standby or immediate availability charges,” “sewer .
7 . . . standby or immediate availability charges,” and “water and sewer standby or immediate
8 availability charges.” The first two references to “water” and “sewer” charges would be
9 subsumed by the final reference to “water and sewer” charges.

10
11 **2. The Legislative and Statutory History Do Not Support Plaintiff’s**
12 **Position**

13 Notwithstanding the plain language of the statute, Plaintiff argues the reference to
14 “water charges” is an error susceptible to “judicial correction,” relying on statutory and
15 legislative history. Opposition, p. 7, citing *People v. Bay* (2019) 40 Cal.App.5th 126, 133.
16 Although Plaintiff urges the Court to disregard the plain reference to water charges based
17 on legislative and statutory history, it is only proper to consider such history if the statutory
18 language is ambiguous, which it is not. *Kaufman & Broad, supra*, 133 Cal.App.4th at 29;
19 *McWilliams v. City of Long Beach* (2013) 56 Cal.4th 613, 623 (*McWilliams*) (“The absence
20 of ambiguity in the statutory language dispenses with the need to review the legislative
21 history.”) Statutory or legislative history does not negate unambiguous plain language.

22 In any event, the legislative and statutory history of Section 5471 does not support
23 Plaintiff’s position.² In 1954 the Legislature enacted Health and Safety Code section 5470,

24
25 ² Plaintiff supplies a voluminous set of documents of which judicial notice is requested and
26 appended to the Declaration of Bereczky-Anderson. The records are submitted without tabs in the
27 hard copies or bookmarking in the electronic copies, in violation of the Presiding Judge’s First
28 Amended Standing Order re Electronic Filing, dated May 3, 2019. To quote *Kaufman & Broad*:
“It is not uncommon for this court to receive motions for judicial notice of documents that are
tendered to the court in a form resembling a telephone book. The various documents are not
segregated and no attempt is made in a memorandum of points and authorities to justify each
request for judicial notice. This must stop.” *Kaufman & Broad, supra*, 133 Cal.App.4th at 29.

1 which provided that “[a]ny city or city and county shall have power . . . to prescribe, revise
2 and collect, fees, tolls, rates, rentals, or other charges for services and facilities furnished
3 by it in connection with its sanitation or sewerage systems” subject to conditions not
4 relevant here. Berezky-Anderson Dec., p. 13 (RFJN Ex. A).

5 In 1953 the Legislature "re-numbered and amended" Section 5470. *Id.*, p. 26 (RFJN
6 Ex. B). As restated in 1953, renumbered Section 5471 provided that "[a]ny entity shall
7 have power . . . to prescribe, revise and collect, fees, tolls, rates, rentals, or other charges
8 for services and facilities furnished by it . . . in connection with its sanitation or sewerage
9 systems" subject to conditions. *Ibid.* Rates and charges were defined to mean those
10 charged in connection with a sanitation or sewer system. *Ibid.* (RFJN Ex. B [Section 5470,
11 subd. (f)]).

12 In 1973 Section 5471 was amended again to provide that "[a]ny entity shall have
13 power . . . to prescribe, revise and collect, fees, tolls, rates, rentals, or other charges,
14 **including sewer standby or immediate availability charges**, for services and facilities
15 furnished by it . . . in connection with its sanitation or sewerage systems" subject to
16 conditions. *Id.*, p. 41 (RFJN Ex. C), emphasis added to new terms.

17 Plaintiff does not contend, and nothing in the statutory history provided suggests,
18 that the 1973 amendments were intended to *limit* recoverable charges to “standby or
19 immediate availability charges” for sewers. Rather, recoverable charges “*includ[ef]*” sewer
20 standby and immediate availability charges.

21 In 1988 the Legislature substantively amended Section 5471 to "add water systems
22 to this authorization" to collect fees and charges. *Id.*, p. 43 (RFJN Ex. D). As amended in
23 1988, Section 5471 stated that "[a]ny entity shall have power . . . to prescribe, revise and
24 collect, fees, tolls, rates, rentals, or other charges, including **water**, sewer standby or
25 immediate availability charges, for services and facilities furnished by it . . . in connection
26 with its **water**, sanitation or sewerage system." *Id.*, p. 49, emphasis added (RFJN Ex. D).

27 Plaintiff asserts the 1988 amendments to Section 5471 effected by Senate Bill (SB)
28 2263 were only “for the purpose of authorizing water standby or immediate availability

1 charges” but not “water-delivery charges.” Opposition, p. 4, citing Bereczky-Anderson
2 Dec., p. 49 (RFJN Ex. D). The statutory history cited does not support Plaintiff; every
3 version of SB 2263 recognized that “[u]nder existing law” in 1988 entities were already
4 authorized to collect “charges, **including water**, sewer standby or immediate availability
5 charges, for services and facilities furnished by it . . . in connection with **its sanitation or**
6 **sewerage system.**” Bereczky-Anderson Dec., pp. 43, 45, 47, 49; RFJN Ex. D, emphasis
7 added. Every version of SB 2263 states the Legislature’s intent to “add water systems to
8 this authorization.” *Ibid.* Thus, every version of SB 2263 recognized that water standby
9 and immediate availability charges had already been authorized, contrary to Plaintiff’s
10 view that SB 2263 was enacted “for the purpose of authorizing” such charges.

11 Plaintiff points to legislative history for SB 2263—specifically, analyses from the
12 Senate Rules Committee (RFJN Ex. E, Ex. F), reports from the Assembly Committee on
13 Local Government (RFJN Ex. G, H), and an Enrolled Bill Report (RFJN Ex. I). The cited
14 legislative history does not make Plaintiff’s interpretation of Section 5471 more plausible
15 than City’s interpretation.

16 The Senate Rules Committee analyses both state that the “bill adds water systems to
17 the law which allows any entity . . . [to] collect . . . charges, including water, sewer standby
18 or immediate availability charges, for services and facilities furnished by it . . . in
19 connection with its sanitation or sewerage system.” Bereczky-Anderson Dec., pp. 51
20 (RFJN Ex. E), 53 (RFJN Ex. F). The Senate Rules Committee analyses recognized that an
21 entity “is presently authorized . . . to collect fees . . . for services and facilities furnished by
22 it as they relate to its sanitation and sewerage system” and explained that SB 2263 would
23 “include[] water systems within the authorization and make[] related changes” to allow
24 collection of funds relating to water system services and facilities. *Ibid.* Nothing in the
25 Senate Rules Committee analyses reflects legislative intent to limit recoverable charges to
26 water standby and immediate availability charges (nor does the statute so restrict
27 recoverable charges). Indeed, the Senate Rules Committee Analyses states: the “fee
28 authority granted in Section 5471 . . . *is a supplement to, not a restriction on, any fee*

1 *authority granted.*" *Id.*, p. 53 (emphasis added). That is, the amendment makes clear that
2 standby and immediate availability charges are permitted.

3 Both Assembly Committee reports state that the "bill authorizes any local agency
4 which provides sanitation and sewer services and facilities to levy water standby and
5 immediate availability charges in connection with its water, sanitation or sewerage
6 system." *Id.*, p. 56 (RFJN Ex. G); p. 59 (Ex. H). Both reports also state that the "sponsors
7 of SB 2263, the Russian River County Water District and the Windsor County Water
8 District, state that the bill is intended merely to clarify that water standby and immediate
9 availability fees may be collected for the maintenance and operation of water systems."
10 *Id.*, pp. 57, 60. The second Senate Rules Committee analysis similarly notes that Russian
11 River County Water District and Windsor County Water District stated the amendments
12 were "intended merely to clarify that water standby and immediate availability fees may be
13 collected." *Id.*, p. 54. Finally, the Enrolled Bill Report states the amendments would
14 "clarify the authority of any local agency which provides sanitation and sewer facilities
15 and services to levy water standby and immediate availability charges. *Id.*, p. 62 (RFJN
16 Ex. I). The Report noted that Section 5471 did "not explicitly authorize the imposition or
17 water standby or availability fees" but "SB 2263 would add specifically add that
18 authorization." *Id.*, pp. 62-63.

19 The Senate Rules Committee viewed SB 2263 as broadly authorizing the recovery
20 of charges related to water systems. The Senate Rules Committee's view comports with
21 the text of the statute, which does not contain any language limiting recoverable water fees
22 to standby or immediate availability charges. The Legislature "**includ[ed]**" water standby
23 or immediate availability charges among the recoverable "charges, for services and
24 facilities furnished . . . in connection with its water" system. Bereczky-Anderson Dec., p.
25 49, emphasis added. The Assembly Committee reports and Enrolled Bill Report reflect an
26 understanding that SB 2263 would "specifically . . . authoriz[e]" or "clarify" entities'
27 ability to charge "water standby or availability fees." It is nowhere described as a
28 *restriction* on authority.

1 As written, the statute does more than simply authorize water standby or availability
2 fees. The broader interpretation hews to the text of the statute and is consistent with the
3 legislative and statutory history discussed above.

4 Finally, Plaintiff argues any amendments after 1988 (particularly Senate Bill 444 in
5 2007) were intended to be declaratory of existing law and thus did not expand Section
6 5471 to cover water delivery charges. Opposition, pp. 5-6; Bereczky-Anderson Dec., pp.
7 158-159 (RFJN Ex. J). For the reasons discussed above, Section 5471 already covered
8 water delivery charges, which are “charges . . . in connection with [the entity’s] water . . .
9 system.” Asserting that subsequent amendments were intended to be “declaratory of
10 existing law” does not assist Plaintiff.

11 12 **3. Other Interpretive Considerations**

13 Plaintiff argues the “doctrine of constitutional doubt” requires the Court not to
14 interpret “(1) section 5471 as authorizing water-delivery charges and (2) section 5472 as
15 barring class relief for unconstitutionally-imposed section 5471 charges,” arguing this
16 construction would “subvert the Proposition 218 voters’ intent to constrain local
17 governments’ ability to impose property-related charges and make it easier for taxpayers to
18 win lawsuits.” Opposition, p. 9. This argument is unpersuasive for two reasons.

19 First, the doctrine of constitutional doubt does not apply because Section 5471 is not
20 ambiguous. If “a statute is susceptible of two constructions, one of which will render it
21 constitutional and the other unconstitutional in whole or in part, or raise serious and
22 doubtful constitutional questions, the court will adopt the construction which, without
23 doing violence to the reasonable meaning of the language used, will render it valid in its
24 entirety, or free from doubt as to its constitutionality, even though the other construction is
25 equally reasonable.” *People v. Gutierrez* (2014) 58 Cal.4th 1354, 1373. It is error to apply
26 the constitutional doubt canon to unambiguous statutes; it “applies if and only if the statute
27 is ‘realistically susceptible of two interpretations and the interpretation to be rejected must
28

1 raise *grave and doubtful* constitutional questions.” *Siskiyou Cty. Farm Bureau v. Dept. of*
2 *Fish & Wildlife* (2015) 237 Cal.App.4th 411, 445 (emphasis in original).

3 Second, even if Section 5471 were susceptible of Plaintiff’s interpretation that it
4 authorizes only “water standby and immediate availability charges,” Plaintiff has not
5 shown that this interpretation “raise[s] grave and doubtful constitutional questions.” *Ibid.*
6 “Proposition 218 was designed to: constrain local governments’ ability to impose
7 assessments; place extensive requirements on local governments charging assessments;
8 shift the burden of demonstrating assessments’ legality to local government; make it easier
9 for taxpayers to win lawsuits; and limit the methods by which local governments exact
10 revenue from taxpayers without their consent.” *KCSFV I, LLC, supra*, 64 Cal.App.5th at
11 1040. Plaintiff argues City’s interpretation of Section 5471 frustrates the intent to “make it
12 easier for taxpayers to win lawsuits” and restrict public entities’ methods of collecting
13 unconstitutional charges.

14 Any statutory interpretation unfavorable to a suing taxpayer arguably frustrates
15 Proposition 218’s purpose of “mak[ing] it easier for taxpayers to win lawsuits” but that
16 alone does not render the statute unconstitutional. *KCSFV, supra*, 64 Cal.App.5th at 1040.
17 Proposition 218 only “renders unconstitutional contradictory procedures or process leading
18 to the adoption or levy of an assessment falling within its ambit.” *Barratt American, Inc.*
19 *v. City of San Diego* (2004) 117 Cal.App.4th 809, 818. Inconvenience to Plaintiff and
20 other putative class members from applying Section 5471 to water delivery charges does
21 not conflict with Proposition 218. Interpreting Section 5471 as applying to water delivery
22 charges does not expand “the methods by which local governments exact revenue from
23 taxpayers without their consent.” *KCSFV, supra*, 64 Cal.App.5th at 1040.

24 Next, Plaintiff argues an ordinary taxpayer would not look to the Health and Safety
25 Code in seeking a refund of water delivery charges, citing two cases concluding that water
26 delivery charge refund claims were subject to the claim presentation requirements of Gov.
27 Code sec. 905 et seq. See *Plata v. City of San Jose* (2022) 74 Cal.App.5th 736; *Campana*
28 *v. East Bay Municipal Utility Dist.* (2023) 91 Cal.App.5th 1075. Neither case considered

1 whether the water delivery charges challenged were subject to Sections 5471 and 5472.
2 The cases cannot be cited for a proposition not considered.

3 Plaintiff acknowledges this but argues “the fact that section 5471 was not even
4 raised by the parties or otherwise considered by the courts demonstrates that ordinary
5 taxpayers would look to the Government Claims Act for the rules on seeking redress—not
6 the Sanitation division of the Health and Safety Code.” Opposition, p. 11 fn. 1. Plaintiff
7 argues the “chapter and section headings in the codes are entitled to considerable weight in
8 interpreting the various sections and should be given effect according to their import, to the
9 same extent as though they were included in the body of the law.” *People v. Superior*
10 *Court (Laff)* (2001) 25 Cal.4th 703, 728. Plaintiffs urge it is unintuitive to locate the
11 process to challenge water delivery charges in Article 4 (Sanitation and Sewerage Systems)
12 of Division 5 (Sanitation) of the Health and Safety Code.

13 As an initial matter, Plaintiff alleges specifically that he and all proposed class
14 members *did* pay under protest. Complaint, ¶ 9. Thus, that provision of the statute must
15 have been discernable to him and others. Moreover, much the same argument was raised
16 and rejected in *Los Altos*. There, plaintiffs challenged a sewer fee without first paying the
17 challenged fee, contending that a citizen reading section challenging the litigation would
18 be misled. The Court of Appeal disagreed, finding the assessing agency’s demurrer proper.

19
20 The ordinary citizen need not engage in complex and burdensome research to
21 follow the legislative intent. A property owner who wishes to challenge sewer fees
22 will readily see that the governing provisions are set forth in the Health and Safety
23 Code, which continues to require payment under protest. The referenced division 1,
24 part 9, chapter 5, article 2 of the Revenue and Taxation Code describes the
25 procedures for bringing an action in superior court to obtain a property tax refund,
26 including the filing of a verified claim *after* making the payment to be refunded.

27
28 *Los Altos, supra*, 165 Cal.App.4th at 207.

1
2 **D. No Class Action for Refunds of Charges Governed by Section 5472**

3 In sum, the water charges at issue here are authorized by Section 5471. Section
4 5472 applies to actions for refunds of those charges. Section 5472 provides that any
5 action for a refund must be pursued pursuant to Revenue & Taxation Code section 5140 et
6 seq. The statutes incorporated by Section 5472 do not permit a class refund action.

7 Ordinarily any claim for money against a government entity must be presented to
8 the entity first pursuant to the Government Claims Act (GCA), Gov. Code sec. 810 et seq.
9 *McWilliams, supra*, 56 Cal.4th at 619. The GCA claim presentation requirement has an
10 exception for “[c]laims under the Revenue and Taxation Code or other statute prescribing
11 procedures for the refund . . . of any tax, assessment, fee, or charge.” Gov. Code sec.
12 905(a). Plaintiff’s claims for a refund of charges subject to Section 5472 is a claim under
13 Revenue & Taxation Code sec. 5140 et seq., which prescribes a “procedure[] for the
14 refund” of those charges. The issue is whether that procedure permits a class action.

15 In *Woosley v. State of California* (1992) 3 Cal.4th 758 our Supreme Court held that
16 “article XIII, section 32, of the California Constitution precludes [courts] from expanding
17 the methods for seeking tax refunds expressly provided by the Legislature.” *Id.* at 792.
18 Specifically, Revenue & Taxation Code section 6904 did not authorize “class claims for
19 refunds of use (and sales) taxes” prior to 1987. *Ibid.* The *Woosley* court explained the
20 constitutional limitation on permitting tax refunds beyond that legislatively authorized
21 “rests on the premise that strict legislative control over the manner in which tax refunds
22 may be sought is necessary so that governmental entities may engage in fiscal planning
23 based on expected tax revenues.” *Id.* at 789.

24 After *Woosley* several appellate decisions issued concluding that class actions were
25 generally unavailable for tax refunds. The Supreme Court rejected this broad rule in *Ardon*
26 *v. City of Los Angeles* (2011) 52 Cal.4th 241, explaining that all “*Woosley* demands is that
27 a court first examine the claims statutes at issue in a claim for a taxpayer refund to
28 determine whether the Legislature contemplated a class claim under the applicable

1 California code." *Id.* at 290; *McWilliams, supra*, 56 Cal.4th at 618. Generally a "class
2 claim by taxpayers for a tax refund against a local governmental entity is permissible under
3 section 910 *in the absence of a specific tax refund procedure set forth in an applicable*
4 *governing claims statute.*" *Ibid.* (Emphasis added).

5 Plaintiff's claims here are governed by a such a specific claims statute that provides
6 a "specific tax refund procedure" that does not contemplate a class action. Section 5472
7 provides that refund actions "shall be made and brought in the manner provided for
8 payment of taxes under protest and actions for refund thereof in Article 2, Chapter 5, Part
9 9, of Division 1 of the Revenue and Taxation Code" (Rev. & Tax. Code sec. 5140 et seq.)
10 "insofar as those provisions are applicable." See *Los Altos, supra*, 165 Cal.App.4th at 207.

11 Section 5140 et seq. does not permit a class claim. Section 5140 expressly provides
12 that tax refund actions may only be pursued by the "person who paid the tax," their
13 "guardian or conservator," or the executor or administrator of their will or estate. City
14 emphasizes that Section 5140 provides "[n]o other person may bring such an action; but if
15 another should do so, judgment shall not be rendered for the plaintiff." "If anything, these
16 statutory provisions are even more restrictive than the statutory provisions at issue in
17 *Woosley*" and do not "provide for a class claim or suit." *Neecke v. City of Mill Valley*
18 (1995) 39 Cal.App.4th 946, 962 (*Neecke*).³

19 Plaintiff argues Section 5140 "does not preclude the maintenance of a class action
20 suit for refund," relying on *Schoderbek v. Carlson* (1980) 113 Cal.App.3d 1029, 1037.
21 Opposition, p. 18. *Schoderbek* was one of several decisions the Supreme Court overruled
22 "to the extent they express views . . . contrary" to *Woosley*. *Woosley, supra*, 3 Cal.4th at
23 792. *Woosley* held that "article XIII, section 32, of the California Constitution precludes
24 this court from expanding the methods for seeking tax refunds expressly provided by the
25 Legislature" and that "class claims seeking [use and sales tax] refunds were not permitted
26
27

28 ³ The *Neecke* court also considered Revenue and Taxations Code section 5097 which is not
incorporated by Health and Safety Code section 5472.

1 prior to the effective date of the 1987 amendment” of Revenue and Taxation Code sec.
2 6904. *Ibid.*

3 *Neecke* concluded *Woosley* overruled *Schoderbek* with respect to its interpretation
4 of Section 5140. *Neecke, supra*, 39 Cal.App.4th at 962-963. Plaintiff disagrees, citing *City*
5 *of Los Angeles v. Superior Court (Oronoz)* (2008) 159 Cal.App.4th 353 for the proposition
6 that “*Woosley* did not specifically disapprove the holding in *Schoderbek*” regarding
7 “interpretation of Revenue and Taxation Code section 5140.” Opposition, p. 18, citing *id.*
8 at 364 fn. 7. *Oronoz* does not support Plaintiff. *Oronoz* challenged a utility users’ tax
9 where there was no specific statute governing a claim for refunds. In that instance, the
10 Court of Appeal held that Section 910 of the GCA governed and that under *City of San*
11 *Jose v. Superior Court* (1974) 12 Cal.3d 447 a class was permissible. The Court of Appeal
12 recognized that *Woosley* “did not specifically disapprove the holding in *Schoderbek*” that
13 Article XIII, Section 32 of the California Constitution applied to actions against local
14 entities for refunds of local taxes but did not address the situation, as here, where there is a
15 specific statute. *Ibid.*

16 In sum, a class refund action cannot be maintained as to water charges imposed
17 under sections 5471 and 5472 because the relevant claims statutes, Revenue and Taxation
18 Code sections 5140 et seq., create a specific tax refund mechanism that does not authorize
19 a class refund action. *Neecke, supra*, 39 Cal.App.4th at 946. To the extent Plaintiff argues
20 this interpretation should be rejected under the doctrine of constitutional doubt, this
21 argument fails because Section 5472 unambiguously incorporates Revenue and Taxation
22 Code sections 5140 et seq., which binding appellate authority indicates does not permit a
23 classwide refund action.

24 25 **E. The Class Allegations Support the Prayer for Class Injunctive Relief**

26 Plaintiff argues the Motion to Strike should be denied even if a class action for a
27 refund cannot be maintained because classwide injunctive relief is sought. Opposition, pp.
28 19-20. City argues “class relief is neither necessary, nor superior” because any “injunction

1 prohibiting the City from charging water rates that violate Proposition 218 can be expected
2 to affect every ratepayer in the City’s service area.” Reply, p. 16.

3 No basis is shown to *strike* the allegations regarding classwide declaratory and
4 injunctive relief under Code Civ. Proc., sec. 436. Allegations may be stricken if they are
5 “irrelevant, false, or improper” (subd. (a)) or “not drawn in conformity with” state law,
6 court rules, or court orders (subd. (b)).

7 City’s contention that class certification is unnecessary because a class action is not
8 superior to individual actions for injunctive relief is properly addressed in connection with
9 class certification. A class action seeking declaratory relief and an injunction regarding a
10 purportedly improper practice is recognized in California as an “issue” class. See *Sarun v.*
11 *Dignity Health* (2019) 41 Cal.App.5th 1119, 1134-35. That public injunctive relief could
12 be achieved by an individual by some other mechanism (in *Sarun*, the application of Bus.
13 & Prof. Code §17200) does not bar the class action device.

14 The class allegations are not “irrelevant, false, or improper” within the meaning of
15 Code Civ. Proc., sec. 436, subd. (a). They are still “essential to a cause of action” for
16 declaratory and injunctive relief and thus “should not be struck.” *Quiroz v. Seventh Ave.*
17 *Center* (2006) 140 Cal.App.4th 1256, 1281. The allegations are “proper” so long as there
18 is an avenue for classwide injunctive relief that is, unlike the class refund claim, not barred
19 by statute. See, e.g., *Capitol People First v. State Dept. of Developmental Services* (2007)
20 155 Cal.App.4th 676 (reversing order denying certification of class of persons with
21 developmental disabilities seeking injunctive and declaratory relief).

22 Nonetheless, as City orally argued, portions of the Complaint seeking a class refund
23 are properly ordered stricken. Counsel shall meet and confer and submit a stipulation as to
24 those portions of the pleading in City’s Notice (Items 2, 3, 14, 16, 17, 19, 22) before
25 September 14, 2023.

26 //

27 //

28 //

1 **VI. CONCLUSION AND ORDER**

2 Plaintiff is not collaterally estopped. While a class refund may not be ordered under
3 sections 5471 and 5472 the class allegations are proper to the extent they bear on the claim
4 for declaratory relief. City's Motion to Strike is DENIED in part as to allegations bearing
5 on the claim for declaratory relief and GRANTED in part as to allegations bearing on the
6 claim for a classwide refund. Counsel shall meet and confer and submit a stipulation as to
7 those portions of the pleading in City's Notice (Items 2, 3, 14, 16, 17, 19, 22) bearing on a
8 class refund to be stricken in accordance with this Order before September 14, 2023.

9 Counsel shall also meet and confer regarding whether the ruling on this motion
10 should be certified for interlocutory appeal pursuant to Code Civ. Proc. § 166.1. A further
11 conference on same shall be conducted September 14, 2023 at 10:30 a.m.

12
13
14
15 Dated:

8/29/23



16 MAREN E. NELSON
17 JUDGE OF THE SUPERIOR COURT
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 24

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FILED
Superior Court of California
County of Los Angeles

MAR 17 2023

David W. Slayton, Executive Officer/Clerk of Court

By: N. DiGiambattista, Deputy

STEPHEN AND MELINDA DREHER

Plaintiffs,

vs

**CITY OF LOS ANGELES DEPARTMENT
OF WATER AND POWER**

Defendant

Case No.: 19STCV07272

**FINAL STATEMENT OF
DECISION**

In this writ action, Plaintiffs and Petitioners Stephen Dreher and Melinda Dreher (“Petitioners”) contend that Defendant and Respondent City of Los Angeles Department of Water and Power (“Respondent” or “LADWP”), a municipal water and power utility that is a department of the City of Los Angeles (“City”), failed to comply with mandatory duties in Article XIID of the California Constitution when it set new water rates in 2016. Petitioners request a writ of mandate ordering City to comply with Article XIID and to reimburse Petitioners and other ratepayers for all fees and charges unlawfully collected. Respondent opposes. The court heard oral argument on the liability phase on December 7, 2021 and January 18, 2022 and issued a ruling on the merits on March 29, 2022. The court heard oral argument on the remedies phase on December 8, 2022 and February 28, 2023 and issued its Amended Proposed Statement of Decision

1 (“PSOD”) on March 1, 2023. The court received objections from Petitioner and
2 Respondent to the PSOD. The court has considered the objections. The court now
3 issues its Final Statement of Decision.
4

5 **Background**

6
7 **The Adoption of City Ordinance No. 184130**

8 Proposition 218 (“Prop. 218”) restricts Respondent’s ability to set property related
9 fees or charges. (See, *infra*, “Governing Law” section.)
10

11 In July 2015, Respondent completed a cost-of-service study to evaluate its water
12 service cost structure. (Administrative Record (“AR”) 1891, 2426.) The rate study,
13 which included the Cost of Service Analysis (“COSA”), recommended several changes
14 to better align costs and revenues. (AR 1893.) The recommendations included
15 creation of: (1) Water Supply Cost Adjustment (“WSCA”) factor that includes the cost of
16 all water supply sources; and (2) Base Rate Revenue Target Adjustment (“BRRTA”)
17 factor to ensure complete recovery of the base rate revenue for each major customer
18 class, tracking over-recovery and under-recovery of costs. (Ibid.) “The proposed
19 changes [were] designed to make the rate structure consistent across major customer
20 classes while providing LADWP more certainty that revenue collected will cover costs.”
21 (Ibid.)
22

23
24 The draft rate was revised in response to appellate court guidance, including
25 *Capistrano Taxpayers Assn., Inc. v. City of San Juan Capistrano* (2015) 235
26 Cal.App.4th 1493. (AR 2471-2472, 2536-2538.) Multiple offices reviewed and
27
28

1 approved the rates, including the City's Office of Public Accountability / Ratepayer
2 Advocate. (AR 1472, 1780-1876 [report].)

3 On December 15, 2015, the LADWP Board recommended approval and directed
4 the mailing of notices for a public hearing before the City Council to consider the
5 ordinance. (AR 619-666 [proposed ordinance], 2144-2185 [Board resolutions], 2629-
6 2638 [notice of proposed rates and public hearing], 3215-3219 [letters recommending
7 approval].)

8
9 On March 1, 2016, the Energy and Environment Committee recommended City
10 Council approval of the Proposed Water Rate Ordinance. (AR 3219-3220.)

11
12 Between July 2015 and the public hearing in March 2016, Respondent held over
13 80 rates presentations, sent 1.8 million emails to stakeholders, received more than
14 380,000 video views, and received over 230,000 website views. (AR 1472, 3198.) The
15 City received hundreds of letters supporting and protesting the rates. (AR 5-617, 1526-
16 1695, 1706-1766, 1769, 2066-2143, 2186-2361, 2639-2809, 2813-2987, 3148-3184,
17 3211-3214.) The City Council considered all valid written protests to determine if a
18 majority protest existed. (AR 1472.)

19
20 The City Council held a public hearing to consider the draft ordinance on March
21 2, 2016, which was continued from February 17, 2016. (AR 1472, 2988, 3147, 3185.)
22 On March 15, 2016, the City passed Ordinance No. 184130 ("Ordinance"). The water
23 rates took effect on April 15, 2016. (AR 3095-3147.)
24

25
26 Tier Rates and Tier Blocks
27

1 Pursuant to the Ordinance, customers in the Single-Dwelling Unit Residential
2 (“SDR”) or “Schedule A” customer class are charged based on tier rates and tier blocks,
3 with some low-income customers receiving a subsidy. (AR 3095-3100.) There are four
4 tier rates for the SDR class. (AR 3095-3099.) This differs from the two-tier rate
5 structure for Multi-Dwelling Unit Residential (“Schedule B”) and Commercial, Industrial,
6 Governmental, and Temporary Construction (“Schedule C”) customer classes. (AR
7 2473.) In this action, Petitioners contend that Respondent violated Article XIID of the
8 California Constitution in setting the Schedule A rates. (See First Amended Petition ¶¶
9 14-20, 33-37, 52-55, 68.) Except for the LISA factor discussed below, Petitioners do not
10 challenge, at least directly, the rates for the other schedules.
11
12

13 Each price tier consists of base rates, and the amount of monthly water usage
14 assigned to a given tier is a “Tier Block.” (AR 3095-3099.) The base rates are
15 designed to recover general operations and administrative costs, and adjustment
16 factors are designed to recover specific program costs. (AR 2474.)
17

18 Tier Block 1 is 0 to 8 hundred cubic feet (“HCF”) per month. (AR 3095.) Tier 1
19 usage accounts primarily for “typical indoor use.” (AR 2517.)
20

21 Tier Block 2 and Tier Block 3 vary depending on the customer’s “Temperature
22 Zone”, “Lot Size”, and “Season” (either winter or summer season, which are called
23 “Low” and “High” season respectively). (AR 3096-3098.) Properties are divided into
24 five groups based on lot size: (1) up to 7,499 square feet; (2) from 7,500 square feet to
25 10,999 square feet; (3) from 11,000 square feet to 17,499 square feet; (4) from 17,500
26 square feet to 43,559 square feet; and (5) over 43,559 square feet. (AR 3096-3098.)
27 Each lot size group is assigned a single winter water budget allocation for Tier 2, and
28

1 another for Tier 3. (Ibid.) The summer water budget allocation for Tier 2 and Tier 3 is
2 further divided within each lot size group based on whether the property is located in a
3 high, medium, or low temperature band. (Ibid.) The water budgets for each
4 temperature zone are set using Evapotranspiration Adjustment Factors ("ETAF")
5 developed by the California Department of Water Resources. (AR 2516.) The ETAF
6 represents the maximum amount of water necessary to irrigate cool season turf grass.
7 (AR 2516, 2824.) Tier 2 water budget allocations are based on an ETAF of 45% to
8 represent the most efficient outdoor landscape. (AR 2516.) Tier 3 water budget
9 allocations are based on an ETAF of 135% to represent less efficient irrigation and non-
10 drought tolerant landscaping. (AR 2516.)

13 Tier Block 4 is defined as all monthly water usage above Tier 3. (AR 3098.)
14 Only 8.7% of customers were projected to use Tier 4 water. (AR 2515.) With the tier
15 rate and tier block approach, Respondent intended to "incentivize customers to
16 eliminate their tier 4 usage." (AR 2517.)

18 Customers are charged based on a series of factors. The calculation primarily
19 consists of a base rate with several adjustment factors. (AR 2497, 2510.) More
20 specifically, the total rate for each tier is as follows: (1) apply the same base rate across
21 all tiers; (2) allocate peak pumping and storage costs to Tier 3 and Tier 4; (3) calculate
22 the WSCA separately for each tier based on the cost to import or produce additional
23 water for higher usage; (4) apply all other adjustment factors equally across all tiers;
24 and (5) apply the decoupling BRRTA factor equally to all tiers. (AR 2510-2511.)

1 "Base rates cover the general costs of operating the Water System and providing
2 water service that are not associated with specific programs, such as water quality."

3 (AR 2505.) General costs include routine maintenance, customer service, general
4 administrative costs, and pumping and storage. (AR 2505.) "In order to recover the cost
5 of peak pumping and storage infrastructure only dispatched for above-normal water
6 use, the Department includes peak pumping and storage component within the base
7 rates for customer usage that exceeds normal levels" in tier 3 and 4 for schedule A. In
8 contrast, only basic pumping and storage costs are assigned to Tier 1 and Tier 2. (Ibid.)
9

10
11 WSCA, short for Water Supply Cost Adjustment, "reflect[s] the increasing costs
12 of supply associated with higher levels of usage." (AR 2473.) According to
13 Respondent's Water System Rate Action Report ("Report"), "[the WSCA] was created to
14 correspond at a more granular level the rates for each tier in each customer class to
15 water supply costs using percentages of water supply." (AR 2474.) "Residential
16 customers are given an allocation of water proportional to lot size, season, and
17 temperature zone." (AR 2500.) "Water use greater than this allocation requires higher
18 cost water supplies due to increased demand." (AR 2500-2501.) The cost per HCF of
19 the various sources of supply is calculated based on Respondent's cost to provide the
20 specific water supply, divided by the forecasted hydrologic supply of the specific source.
21 (AR 2501.) Respondent adjusts the WSCA semi-annually to reflect the current water
22 importation and production costs. (AR 2474.)
23
24

25 The remaining adjustment factors are the same in each tier of Schedule A. (AR
26 2497.) Other cost adjustment factors include the Water Infrastructure Adjustment
27 ("WIA") factor (referred to as "WIRA" in the study, but "WIA" in the ordinance), the Water
28

1 Expense Stabilization Adjustment (“WESA”) factor, the Water Quality Improvement
2 Adjustment (“WQIA”) factor, the Owens Valley Regulatory Adjustment (“OVRA”) factor,
3 and the Low-Income Subsidy Adjustment (“LISA”) factor. (AR 653-654, 2563-2564.)
4

5 The Base Rate Revenue Target Adjustment (“BRRTA”), added in 2016, is a
6 factor to implement decoupling. (AR 2497.) According to the Report, decoupling is a
7 standard utility solution to ensure fixed costs are neither over- nor under-collected by
8 separating cost recovery from the usage underlying the overall rate. (AR 2508-09.)
9

10 LISA, short for low-income subsidy adjustment, recovers the cost of credits
11 provided to low-income and lifeline customers. (AR 651, 1509-1510, 1775, 3103.) LISA
12 adds \$0.151/HCF to the tier rates in all tier blocks for all SDR customers on Schedule A.
13 (AR 1698, 1703.) Customers served on Schedule D (Recycled Water Service) and
14 Schedule E (Private Fire Service) and customers who receive the lifeline or low-income
15 subsidy are not charged the LISA component. (AR 1703, 2510.) LISA generated
16 revenue of approximately \$25,900,000 for the 12-month period commencing on April 1,
17 2016. (AR 1703.)
18

19 20 Respondent’s Water Supply Sources

21
22 Respondent’s four “sources of water supply” are: LA Aqueduct, Groundwater
23 Pumping, Recycled Water, and Metropolitan Water District (“MWD”). Water purchased
24 from MWD is also referred to as “purchased water.” The record contains data
25 concerning the actual cost of these water supplies, apparently for fiscal year 2014-2015
26 and perhaps also 2015-2016. (AR 2608, 1699, 2501, fn. 22, 2565-70.) As part of its
27
28

1 rate study, Respondent forecasted the per-unit cost of water (\$/HCF) supplied from
2 each of its four different "sources of supply" through fiscal year 2019-2020. (AR 2608,
3 Fig. 1 and 2501, Fig. 23.) The record also contains forecasts of the percentage of
4 volume of water obtained from each of these four sources through fiscal year 2019-
5 2020. (AR 2608, Fig. 1; see also AR 1699, 2501, 2565-2570 [Appendix C: Water
6 Supply Cost by Source Detail].) Figure 22 from Chapter 5: Water Rate Design of
7 LADWP's Water System Rate Action Report provides forecasts, for fiscal year 2015-
8 2016, of the amount of water consumed by customers in Schedules A, B, and C and by
9 the tiers within those three classes of customers. (See AR 2500-01.) However, Figure
10 22 does not specify the percentage of water supply source used at each Schedule A
11 tier. This evidence is discussed in detail below.
12
13
14
15

16 **Procedural History**

17
18 On March 4, 2019, Petitioners filed the initial complaint for damages and petition
19 for writ of mandate against Respondent.

20 On April 19, 2019, Petitioners filed the operative FAC for damages, which
21 includes the following causes of action: (1) declaratory relief, (2) injunctive relief,
22 (3) petition for writ of mandate pursuant to CCP section 1085, and (4) restitution.
23

24 On June 20, 2019, the court stayed all non-writ causes of action (numbers 1, 2,
25 and 4) pending resolution of the writ cause of action. (See LASC Local Rules 2.8(d)
26 and 2.9.)

27 On July 9, 2019, Respondent filed an answer to the FAC.
28

1 On March 26, 2021, Petitioners filed their opening brief ("OB").

2 On April 27, 2021, Respondent filed its opposing brief ("Opposition").

3 On May 5, 2021, the Court of Appeal issued a stay of all proceedings in this
4 action pending resolution of a writ filed by Petitioner.
5

6 On August 11, 2021, the Court of Appeal lifted the stay.

7 On September 13, 2021, Petitioners filed their reply ("Reply").

8 On October 15, 2021, Petitioners filed an administrative record ("AR").

9 On December 7, 2021, the court held a hearing on the writ petition and continued
10 the hearing to January 18, 2022, for further argument. The court issued a tentative
11 ruling on December 7 on the exhaustion and LISA issues, but did not issue a final ruling
12 on those issues.
13

14 On January 18, 2022, the court held another hearing on the writ petition, after
15 which it took the matter under submission.
16

17 **RULING ON LIABILITY**

18 19 **Standard of Review**

20 Petitioners seek traditional mandamus pursuant to CCP section 1085. There are
21 two essential requirements to the issuance of an ordinary writ of mandate under Code
22 of Civil Procedure section 1085: (1) a clear, present, and ministerial duty on the part of
23 the respondent, and (2) a clear, present, and beneficial right on the part of the petitioner
24 to the performance of that duty. (*California Ass'n for Health Services at Home v.*
25 *Department of Health Services* (2007) 148 Cal.App.4th 696, 704.)
26
27

1 Under Prop. 218, the government bears the burden of proof: "In any legal action
2 contesting the validity of a fee or charge, the burden shall be on the agency to
3 demonstrate compliance with this article." (Cal. Const., art. XIII D, 6, subd. (b).)
4

5 "[I]n Proposition 218 challenges to agency action, the agency had to bear the
6 burden of proof of demonstrating compliance with Proposition 218, and both trial and
7 reviewing courts are to apply an independent review standard, not the traditional,
8 deferential standards *usually* applicable in challenges to governmental action.... [I]t is
9 not enough that the agency have substantial evidence to support its action. That
10 substantial evidence must itself be able to withstand independent review." (*Capistrano*
11 *Taxpayers Assn., Inc. v. City of San Juan Capistrano* (2015) 235 Cal.App.4th 1493,
12 1507 (*Capistrano*); see also *infra*, "Governing Law" section.)
13
14

15 Governing Law

16 Prop. 218 and California Constitution Article XIID

17
18
19
20 Prop. 218 added Article XIID to the California Constitution ("Article XIID"). This
21 action involves Section 6 of Article XIID, which sets forth the following substantive
22 requirements for property related fees and charges:
23

24 (b) Requirements for Existing, New or Increased Fees and
25 Charges. A fee or charge shall not be extended, imposed, or
26 increased by any agency unless it meets all of the following
27 requirements:
28

1 (1) Revenues derived from the fee or charge shall not
2 exceed the funds required to provide the property related
3 service.

4 (2) Revenues derived from the fee or charge shall not be
5 used for any purpose other than that for which the fee or
6 charge was imposed.

7 (3) The amount of a fee or charge imposed upon any parcel
8 or person as an incident of property ownership shall not
9 exceed the proportional cost of the service attributable to the
10 parcel.
11

12
13
14 “Proposition 218 specifically states that “[t]he provisions of this act shall be
15 liberally construed to effectuate its purposes of limiting local government revenue and
16 enhancing taxpayer consent.” (*Silicon Valley Taxpayers’ Assn., Inc. v. Santa Clara*
17 *County Open Space Authority* (2008) 44 Cal.4th 431, 448.) The California Supreme
18 Court has instructed that courts “must ... enforce the provisions of our Constitution and
19 ‘may not lightly disregard or blink at ... a clear constitutional mandate.” (Ibid.)
20

21
22
23 *Capistrano Taxpayers Assn., Inc. v. City of San Juan Capistrano* (2015)

24 235 Cal.App.4th 1493

25
26 Both parties extensively rely on *Capistrano, supra*. In *Capistrano*, the City of San
27 Juan Capistrano (“San Juan”) had divided its water rates into tiers based on historical
28

1 usage of water. (*Capistrano, supra*, 235 Cal.App.4th at 1499.) San Juan “followed a
2 pattern generally recommended by a manual used by public water agencies” in which it
3 first ascertained total costs, then identified components of its costs, classes of
4 customers, and finally in regards to each class calculated four water budgets for water
5 usage based on historical patterns. (Id. at 1498-1498.) San Juan admitted that it did
6 not try to calculate the incremental cost of providing water at the level of use
7 represented by each tier and that it used revenues from the top tiers to subsidize below-
8 cost rates for the bottom tier. (Id. at 1499; see also id. at 1504-1505 [discussing the
9 “fractional precision” of the rates].) San Juan obtained the water from five separate
10 sources, and the costs of each were not known during the underlying action and appeal.
11 (Id. at 1500.)

14 The Court of Appeal held that this structure violated Prop. 218 because San Juan
15 did not try to calculate the *actual costs of service* for the various tiers. (Id. at 1506; see
16 also id. at 1497-1498 [“While tiered, or inclined rates that go up progressively in relation
17 to usage are perfectly consonant with [the law], the tiers must still correspond to the
18 actual cost of providing service at a given level of usage.”].) The Court of Appeal said in
19 pertinent part:
20

23 If the phrase “proportional cost of the service attributable
24 to *the* parcel” (italics added) is to mean anything, it has to be
25 that article XIII D, section 6, subdivision (b)(3) assumes that
26 there really *is* an ascertainable cost of the service that can
27 be attributed to a specific—hence that little word “the”—

1 parcel. Otherwise, the cost of service language would be
2 meaningless. Why use the phrase “cost of the service to the
3 parcel” if a local agency doesn’t actually have to ascertain a
4 cost of service to that particular parcel?
5

6 . . .

7 It seems to us that to comply with the Constitution, City
8 Water [i.e., city of San Juan] had to do more than merely
9 balance its total costs of service with its total revenues—
10 that’s already covered in subdivision (b)(1). To comply with
11 subdivision (b)(3), City Water also had to correlate its tiered
12 prices with the actual cost of providing water at those tiered
13 levels. Since City Water didn’t try to calculate the actual
14 costs of service for the various tiers, the trial court’s ruling on
15 tiered pricing must be upheld simply on the basis of the
16 constitutional text.
17
18

19
20 (Id. at 1505-1506, emphasis in original.) The Court of Appeal further held
21 that a city could not use its legislative, discretionary power to attribute percentages of
22 total costs to the various tiers. (Id. at 1507.)
23

24 The Court of Appeal held that a progressively, tiered rate, if properly calculated,
25 can be lawful:
26
27
28

1 As we will say numerous times in this opinion, tiered water rate structures
2 and Proposition 218 are thoroughly compatible “so long as”—and that
3 phrase is drawn directly from *Palmdale*—those rates reasonably reflect
4 the cost of service attributable to each parcel. (*Palmdale, supra*, 198
5 Cal.App.4th at p. 936, 131 Cal.Rptr.3d 373. (Id. at 1499 fn. 6.)
6

7
8 And, we emphasize, there is nothing at all in subdivision
9 (b)(3) or elsewhere in Proposition 218 that prevents water
10 agencies from passing on the incrementally higher costs of
11 expensive water to incrementally higher users. That would
12 seem like a good idea. But subdivision (b)(3) does require
13 they figure out the true cost of water, not simply draw lines
14 based on water budgets.
15

16 . . .
17

18
19 Our courts have made it clear they interpret the Constitution
20 to allow tiered pricing; but the voters have made it clear they
21 want it done in a particular way. (Id. at 1510-1511.)
22

23
24 **Analysis**

25
26 **Exhaustion of Administrative Remedies**

1 The court first addresses Respondent's defense of exhaustion of administrative
2 remedies.

3 Exhaustion of administrative remedies is "a jurisdictional prerequisite to
4 judicial review." (*Cal. Water Impact Network v. Newhall County Water Dist.* (2008) 161
5 Cal.App.4th 1464, 1489.) "The exhaustion requirement applies whether relief is sought
6 by traditional (Code Civ. Proc., § 1085) or administrative (Code Civ. Proc., § 1094.5)
7 mandamus." (*Eight Unnamed Physicians v. Medical Executive Committee of Medical*
8 *Staff of Washington Tp. Hosp.* (2007) 150 Cal.App.4th 503, 511.)
9

10 In their writ petition, Petitioners contend that water rates charged to Petitioners,
11 as well as similarly situated persons, pursuant to Schedule A in their bill violated
12 substantive requirements in Article XIID, section 6(b) of the California Constitution
13 ("Section 6"). (See FAC ¶¶ 17, 21, 23.) Because the procedural requirements of
14 Section 6 are important to the exhaustion issue, the court quotes relevant parts of the
15 provision at length:
16
17

18
19 Sec. 6. Property Related Fees and Charges.

20
21 (a) Procedures for New or Increased Fees and Charges. An agency shall follow
22 the procedures pursuant to this section in imposing or increasing any fee or
23 charge as defined pursuant to this article, including, but not limited to, the
24 following:
25
26
27
28

1 (1) The parcels upon which a fee or charge is proposed for imposition shall be
2 identified. The amount of the fee or charge proposed to be imposed upon each
3 parcel shall be calculated. The agency shall provide written notice by mail of the
4 proposed fee or charge to the record owner of each identified parcel upon which
5 the fee or charge is proposed for imposition, the amount of the fee or charge
6 proposed to be imposed upon each, the basis upon which the amount of the
7 proposed fee or charge was calculated, the reason for the fee or charge, together
8 with the date, time, and location of a public hearing on the proposed fee or
9 charge.
10
11

12
13 (2) The agency shall conduct a public hearing upon the proposed fee or charge
14 not less than 45 days after mailing the notice of the proposed fee or charge to the
15 record owners of each identified parcel upon which the fee or charge is proposed
16 for imposition. At the public hearing, the agency shall consider all protests
17 against the proposed fee or charge. If written protests against the proposed fee
18 or charge are presented by a majority of owners of the identified parcels, the
19 agency shall not impose the fee or charge....
20
21

22
23 Petitioners bear the burden to plead and establish that they exhausted
24 administrative remedies. (*Westinghouse Elec. Corp. v. County of Los Angeles* (1974)
25 42 Cal.App.3d 32, 37.) In the FAC, Petitioners state that they satisfied the exhaustion
26 of administrative remedies by mailing a government claim on August 22, 2018 seeking a
27

1 refund of unlawful water charges paid from August 22, 2017 and any time after. (FAC ¶
2 46.) Respondent did not take any subsequent action. (FAC ¶¶ 47-49.)

3 Respondent argues that Petitioners cannot merely rely on the government claim,
4 but instead, had to protest the adoption of the rates before the City adopted them by
5 passing the Ordinance. Respondent cites *Plantier v. Ramona Municipal Water Dist.*
6 (2019) 7 Cal.5th 372, and argues that Petitioners are not excused from exhausting their
7 administrative remedies under Prop. 218 because they are making a facial attack on
8 rates applied to all SDR Schedule A customers.

9
10 In *Plantier*, the California Supreme Court decided a “narrow” question: “When an
11 agency considers increasing a property-related fee, must a fee payor challenging
12 the *method* of fee allocation first exhaust ‘administrative remedies’ by participating in a
13 Proposition 218 hearing that addresses only a proposed *rate* increase?” (*Plantier*,
14 *supra*, 7 Cal.5th at 376.) The Court answered that question in the negative, concluding
15 that a Prop. 218 hearing addressing only a rate increase “does not provide an adequate
16 remedy for a methodological challenge.” (Id. at 388.) The Court expressly did not
17 decide “the broader question of whether a Proposition 218 hearing could ever be
18 considered an administrative remedy that must be exhausted before challenging the
19 substantive propriety of a fee in court.” (Ibid.) “An opinion is not authority
20 for propositions not considered.” (*People v. Knoller* (2007) 41 Cal.4th 139, 154-55.)

21
22 For the reasons discussed below, the court concludes that exhaustion does not
23 bar Petitioners’ claims.
24
25
26
27
28

1 "Even when a procedure is considered an administrative remedy, a party may be
2 excused from exhausting it if an exception applies.... One recognized exception arises if
3 the remedy is inadequate to resolve a challenger's dispute..... As a general matter, a
4 remedy is not adequate unless it 'establishes clearly defined machinery for the
5 submission, evaluation and resolution of complaints by aggrieved parties.'" (*Plantier*,
6 *supra*, 7 Cal.5th at 384.)

8 Section 6(a) states in relevant part: "At the public hearing, the agency shall
9 consider all protests against the proposed fee or charge. If written protests against the
10 proposed fee or charge are presented by a majority of owners of the identified parcels,
11 the agency shall not impose the fee or charge." Thus, while section 6(a) requires the
12 agency to "consider all protests," the primary remedy afforded is that a majority of fee
13 payers may reject a new or increased fee by submitting written protests. When a
14 majority of ratepayers do not file a protest, as in this case, Section 6(a) does not provide
15 a "clearly defined machinery" for litigating the ratepayers' challenges.
16
17

18 At the hearing on January 18, 2022, Respondent urged the court to base its
19 decision on the recent case of *Hill RHF Housing Partners, L.P. v. City of Los Angeles*
20 (2021) 12 Cal.5th 458 should the court find exhaustion is not a bar to Petitioners' claim.
21 The *Hill* decision "picks up where [the Court's] decision in *Plantier* left off." *Id.* at 481.
22

23 In *Hill*, the Supreme Court considered the public hearing requirements relevant to
24 imposition of BID assessments under both statute and Prop 218, Cal. Const., art XIID
25 §4. The court found the failure to raise an issue at the public hearing did not bar a
26 litigant from raising the issue in subsequent litigation. The public hearing provisions did
27 not create an issue exhaustion requirement. Here, the issue is not identical as the
28

1 relevant hearing requirement is found in §6 rather than §4 of Cal. Const., art XIID.

2 Nonetheless, the *Hill* decision generally supports the court's conclusion that exhaustion
3 does not bar Petitioners' claim.
4

5 The *Hill* court concluded that the "machinery" associated with the public comment
6 process did not suggest a scheme for the submission, evaluation and resolution of
7 complaints. *Id.* at 482. The court noted a public comment session concerning a
8 proposed legislative act, without more, is not geared toward the resolution of objections.
9 *Id.* at 483. As with section 6, the *Hill* court found it significant that section 4's
10 requirement that objections be considered "at the public hearing" suggests that voters
11 did not expect careful parsing of any detailed critiques that might be presented at the
12 hearing. *Id.* at 484. The *Hill* court concluded that it could not "readily infer an intent that
13 the public comment process set out in Proposition 218 and the relevant statutes should
14 give rise to an issue exhaustion requirement." *Id.*
15

16 The *Hill* court also considered the policy rationales underlying the exhaustion
17 requirement and found them not compelling under the circumstances. *Id.* at 485-87.
18 Finally, the *Hill* court found not requiring exhaustion to be in synch with Prop. 218's
19 aims. *Id.* at 486.
20

21 The issue considered in *Hill* is very similar to that presented here. Based on the
22 reasoning of the *Hill* case, the court concludes the exhaustion doctrine does not bar
23 Petitioners' claims. The court need not consider Petitioners' other claims that
24 exhaustion was excused due to faulty notice by the City or the fact of other protests in
25 the record.
26
27
28

1 Considering the above, requiring Petitioners to have specifically raised their
2 arguments at a public hearing seems contrary to the intent of Proposition 218.
3 “Proposition 218 was designed to: constrain local governments' ability to impose
4 assessments [and property-related fees]; place extensive requirements on local
5 governments charging assessments [and property-related fees]; shift the burden of
6 demonstrating assessments' [and property-related fees] legality to local government;
7 make it easier for taxpayers to win lawsuits; and limit the methods by which local
8 governments exact revenue from taxpayers without their consent.” (*citation omitted.*)
9
10 *KCSFV I, LLC v. Florin County Water Dist.*, (2021) 64 Cal. App. 5th 1015, 1040.
11

12
13 For the reasons stated, the court denies Respondent's defense of failure to
14 exhaust administrative remedies.
15

16
17 Does LISA Violate the Sole Purpose Requirement and Not to Exceed Requirement?
18

19 Petitioners argue that LISA is improper because it violates the requirements of
20 Prop. 218. (OB 13-14.) The court agrees.
21

22 It is undisputed that LISA is paid by all customers at all tiers of usage, except for
23 those receiving the subsidy, with some minimal exceptions for Schedule D and
24 Schedule E. (AR 1698, 1703, 2510.) The express purpose of LISA is recapturing the
25 costs of credits given to qualifying customers.

26 Prop. 218 prohibits water charges if the revenues derived from the charges
27 “exceed the funds required to provide the property related service” ((b)(1)) or are “used
28

1 for any purpose other than that for which the fee or charge was imposed" ((b)(2)). "The
2 theme of these sections is that fee or charge revenues may not exceed what it costs to
3 provide fee or charge services. Of course, what it costs to provide such services
4 includes all the required costs of providing service, short-term and long-term, including
5 operation, maintenance, financial, and capital expenditures. The key is that the
6 revenues derived from the fee or charge are required to provide the service, and may
7 be used only for the service. In short, the section 6(b) fee or charge must reasonably
8 represent the cost of providing service." (*Howard Jarvis Taxpayers Ass'n v. City of*
9 *Roseville* (2002) 97 Cal.App.4th 637, 647-648.)
10
11

12 Respondent contends that "[l]ike most Investor-Owned Utilities, the City's water
13 service includes a program to assist qualified persons to obtain access to water for
14 basic health and safety purposes." (Oppo. 19, citing Water Code section 106.3(a) and
15 United Nations General Assembly resolution.) Respondent states: "Thus, the program
16 costs funded by the LISA represent legitimate, reasonable utility costs permitted under
17 Prop. 218.... Such legitimate expense, grounded in actual costs incurred by the City, is
18 no different than other overhead costs properly born by ratepayers, such as the costs of
19 administrative staff to run the LADWP." (Oppo. 19.)
20
21

22 Water Code section 106.3(a), which Respondent cites, states: "It is hereby
23 declared to be the established policy of the state that every human being has the right
24 to safe, clean, affordable, and accessible water adequate for human consumption,
25 cooking, and sanitary purposes." Section 160.3(b), not cited by Respondent, also
26 states: "All relevant state agencies, including the department, the state board, and the
27 State Department of Public Health, shall consider this state policy when revising,
28

1 adopting, or establishing policies, regulations, and grant criteria when those policies,
2 regulations, and criteria are pertinent to the uses of water described in this section.”

3 Respondent does not develop any argument that section 106.3(a) even applies
4 to DWP, or that the section (or the cited U.N. resolution) imposes a legal obligation on
5 Respondent to provide credits for income qualified persons. Section 106.3 is expressly
6 only a statement of policy to be “considered” by the relevant state agencies.
7

8 Even if section 106.3 could be construed as a mandate and applicable to
9 Respondent, it does not specify how Respondent must make water affordable to lower
10 income consumers. The statute could not mandate the subsidy of lower income
11 households through a mechanism that otherwise violates the requirements of Art. XIID
12 section 6 of the constitution. It is irrelevant whether the cost is “modest.” The City may
13 have compelling policy reasons to subsidize water rates paid by those who cannot
14 afford higher rates, but it cannot raise revenues to do so by charging other ratepayers
15 more than the cost of providing water service to their parcel, or by using the increased
16 revenue for a purpose other than providing water service to the ratepayer.
17

18 Finally, Respondent, which has the burden, fails to address the proportionality
19 requirement as applied to LISA. The amount of the LISA charge paid by each customer
20 that does not receive LISA is not proportionally based on the actual cost of service the
21 customer receives.
22

23
24
25 Has Respondent Shown that the Water Charges Comply with the Proportionality

26 Requirement of Article XIID, Section 6(b)(3)
27

1 (OB 8, citing AR 2427-2428, 2430, 2487.) Petitioners' record citations support their
2 position only in part. It is undisputed that there are three major customer classes: (1)
3 Single-Dwelling Unit Residential ("SDR") or Schedule A, which contains 513,380
4 customers including Petitioners; (2) Multi-Dwelling Unit Residential or Schedule B,
5 which contains 138,544 customers; and (3) Commercial/Industrial or Schedule C, which
6 contains 81,699 customers. (AR 2453.) The July 2015 "Water Service Cost of Service
7 Study" states that Respondent used "a marginal cost approach to determine the cost of
8 providing services to the major customer classes" (AR 2427.) As shown in the
9 "methodology" for this cost study, Respondent determined the marginal cost of
10 providing water services for the major customer classes, such as single family
11 residential.
12 residential.

14 In opposition, Respondent states that "the City's rates are grounded in a detailed
15 marginal cost analysis, which analyzed 'the additional costs of providing the next unit of
16 service' to determine the comparative costs to serve the various user classes. (AR
17 2427-2436.)" (Oppo. 14.) Respondent cites to the same study as Petitioners.

19 Respondent also contends that "[w]ithin the Schedule A class, higher tiers have
20 higher costs because LADWP must purchase larger amounts of more expensive water
21 from the Metropolitan Water District or other providers and invest in more costly water
22 supply programs to supply the upper tiers. (AR 2497.)" (Oppo. 14:17-21.) According to
23 Respondent, "City did precisely what *San Juan Capistrano* suggests is allowed—it
24 calculated the marginal cost difference for those that use more water." (Ibid.)

26 In arguing that "higher tiers have higher costs," Respondent relies heavily on AR
27 2497 from The Water System Rate Action Report ("Report"), which states "[c]ustomers
28

1 that consume more water will still pay a higher amount for these programs based on
2 their higher usage level.” (AR 2497; see Oppo. 14:17-19.) Figure 19 on AR 2497
3 suggests that the price differentiation between the Schedule A tiers may be attributable
4 to the WSCA adjustment factor, the BBRTA factor, and/or the allocation of Peak
5 Pumping and Storage costs (“PP&S costs”) to Tiers 3 and 4. (AR 2497.) The court
6 further discusses the adjustment factors and PP&S costs, *infra*.

8 Respondent contends that “[e]ach price tier consists of base rates, which recover
9 general operations and administrative costs, plus adjustment factors designed to
10 recover specific program costs. (AR 2474.)” (Oppo. 6:27-28.) The cited page from the
11 Report, AR 2474, discusses the WSCA factor, which the court analyzes below.

13 Respondent provides a lengthy discussion of “Water Budget Allocations” and
14 contends that “Tier 2 and 3 allotments vary based on lot size, temperature zone and
15 seasons to provide a sufficient allotment for outdoor native landscaping in Tier 2 and
16 above average outdoor use in Tier 3.” (Oppo. 7:6-22 and 16:25-17:18, citing 2164-65,
17 2490, 2495, 2512-2517, 2591, 2824, 3140.) Respondent argues it satisfies the
18 proportionality requirement “by assigning peak season rates based on lot size and
19 temperature zone.” (Oppo. 17:6-7.) The most relevant of these record citations is a
20 section of the Report discussing proposed changes to water rates for Schedule A
21 customers. (AR 2512-17.) The Report provides figures showing: (1) the HCF
22 allotments by tier, including by lot size and temperature zone in Tiers 2 and 3 (AR 2514,
23 Figure 31); (2) the number and percentage of customers within each Schedule A tier by
24 lot size and temperature zone (AR 2515, Figure 32); and (3) the proposed rates for
25 fiscal years 2015-2016 to 2019-2020 by tier (AR 2517-18, Figures 33, 34.) In its
26
27
28

1 opposition brief, Respondent does not explain how any of these figures and data show
2 compliance with the proportionality requirement. Standing alone, the figures
3 summarizing HCF allotments and percentages of customers within tiers (Figures 31 and
4 32) do not show any analysis of the cost of service used at each tier. Figures 33 and
5 34 simply show the end result – the proposed rates – and not whether or how
6 Respondent determined that those rates are proportional to the cost of water used.
7

8 Respondent justifies the higher effective rates for customers in the “Low”
9 temperature zone based on conservation policies and goals. (Oppo. 18:9-19.) As
10 further discussed below, while a water agency may consider conservation in setting
11 water rates, the agency must also comply with the proportionality requirement of section
12 6(b)(3). Thus, *conservation must be “attained in a manner that ‘shall not exceed the
13 proportional cost of the service attributable to the parcel.”* (Capistrano, supra, 235
14 Cal.App.4th at 1511.)
15
16
17

18 Does the WSCA Factor Satisfy the Proportionality Requirement for the Schedule
19 A Tiered Rates?

20 Respondent contends that it “uses industry-leading approaches to adjust prices
21 dynamically for associated costs” and that the “WSCA factor was created in response to
22 the San Juan Capistrano decision, and connects the costs of water supply to the rates
23 for each tier in each customer class at a granular level.” (Oppo. 14-15, citing AR 2497-
24 2501 and Fig. 22; see also Oppo. 8-9, citing AR 2473-74.)
25

26 Section 5.4.7 and Figure 22 of Chapter 5 of the Report, cited by Respondent,
27 include some general statements suggesting that the WSCA factor could, in the
28

1 abstract, satisfy the proportionality requirement. (See AR 2500-2501.) According to the
2 Report, “[the WSCA] was created to correspond at a more granular level the rates for
3 each tier in each customer class to water supply costs using percentages of water
4 supply.” (AR 2474, 2500.) “Residential customers are given an allocation of water
5 proportional to lot size, season, and temperature zone.” (AR 2500.) “Water use greater
6 than this allocation requires higher cost water supplies due to increased demand.” (AR
7 2500-2501.) “Tiers are defined based on the level and expected type of customer water
8 consumption, as shown in Figure 21. Starting with the least expensive source of supply,
9 water is assigned to each tier, based on the percentage of water demand in the tier met
10 by the source.” (Ibid.) “The costs of the various sources of supply are calculated based
11 on LADWP's cost to provide the specific water supply, divided by the forecasted
12 hydrologic supply (in HCF) of the specific source. These costs are calculated and
13 adjusted on an annual basis, and will reflect the appropriate year's costs.” (Ibid.)

14
15
16
17 The Report states that Figure 22 is “an illustrative alignment of the water source
18 supply costs to tiers, using the supply costs for each tier based on FY 2015-16 costs,
19 forecast supply amounts and tier usage.” Because it is important to the court's analysis,
20 the court reproduces Figure 22 in full below.
21
22
23
24
25
26
27
28

1
2
3
4 The arrows drawn from the bottom of the first box to the top of the second box
5 suggest that Respondent conducted a study to determine how much of each water
6 supply is or will be used for each of the four Schedule A tiers. Figure 22 shows that all
7 sources of water, including more expensive MWD water, are used for Tiers 1 and 2 in
8 Schedule A. Also, all of the lower cost Los Angeles Aqueduct water is used by Tier 1 of
9 Schedules A, B, and C.
10
11
12

13 Figure 22: Allocation of Water Supply Sources and Costs to Set Tier Prices for FY 2015-16

Water Consumption (HCF) by Tier				
	Tier 1	Tier 2	Tier 3	Tier 4
Schedule A	38,879,898 (17.45%)	22,185,834 (10.01%)	17,503,349 (7.90%)	9,272,361 (4.18%)
Schedule B	67,867,989 (30.62%)	5,194,055 (2.34%)		
Schedule C	53,273,572 (24.04%)	7,663,758 (3.46%)		
Total Consumption (HCF %)	159,821,439 (72.11%)	35,043,647 (15.81%)	17,503,349 (7.90%)	9,272,361 (4.18%)

Water Supply Sources, Cost \$/H-CF (Percent of Total)	LAA \$0.91, (47.30%)	Re-cycled, \$2.21, (1.99%)	MWD, \$2.36, (45.27%)	Ground water \$4.14, (5.44%)	
Tier (Schedules) Water Supply Price (Percent of Total)	Tier 1 (Sch. A, B, & C) \$1.41 (72.1%)		Tier 2 (A, B, & C) \$2.35 (15.9%)	Tier 3 (A) \$2.54 (7.9%)	Tier 4 (A) \$4.14 (4.2%)

14
15
16
17
18
19
20
21
22
23
24
25
26 As was clarified at the January 18, 2022 hearing, Petitioners do not argue that
27 Respondent has failed to or miscalculated the cost of supplying water to a Tier given
28

1 Respondent's allocation of water sources. Rather, Petitioners argue that Respondent
2 cannot simply assign the lower cost water sources to Tier 1, and assign higher cost
3 sources to higher Tiers. Petitioners argue Respondent must show which source of
4 water was physically delivered, and in what proportion, at each Tier. Petitioners
5 articulate this theory in a lengthy footnote in reply. Petitioners contend: "City has no
6 idea which of the four 'sources of supply' provides (or will provide) water to any given
7 Tier Block or to any given customer, and the City has not suggested otherwise. City is
8 forced to purchase water from the high-cost sources because the low-cost sources
9 cannot produce enough water to supply water to all its customers. Thus, the annual
10 production capacity of the three lowest-cost sources of supply combined is not enough
11 to meet annual water consumption in Tier Block 1 alone (AR 1699); and only 44% of all
12 water consumed originates from the single lowest-cost source of supply (LA Aqueduct),
13 while fully 37% originates from the single highest-cost source of supply (Metropolitan
14 Water District). (AR 2608, Fig. 1 [FY 2015-16].)" (Reply 3-4, fn. 6.)

15
16
17
18 To the extent Petitioners suggest that section 6(b)(3) requires a molecule-by-
19 molecule analysis of the water actually used at each tier or by each parcel, the court is
20 not persuaded. Nothing in section 6(b)(3) or the published case law supports such an
21 onerous requirement.

22
23 Respondent argues that the water delivery is an integrated system, and that it
24 could not determine the sources of water flowing to a particular parcel. The court has
25 considered the record and concludes it supports this contention. Preliminarily, the
26 record supports a conclusion that existing metering systems do not trace water sources
27 for a particular parcel. (See, e.g. AR1861, 1864-65, 1986-87.)

1 Further, and more importantly, the record describes the "complex and expansive
2 network through which LADWP delivers water." "LADWP delivers water to its
3 customers through a complex and expansive network. Raw water is conveyed to
4 treatment plants through 300 miles of aqueduct tunnels. After treatment, water is stored
5 in 9 reservoirs and 114 storage tanks across the system until it is needed. The water is
6 delivered to customers through a network of large and small pipes, with varied
7 functions, measuring more than 7,200 miles in length. Trunk lines are pipes with a
8 diameter greater than 20 inches that transport water from wells and aqueducts to
9 reservoirs and enable the movement of water from one area of the City to another.
10 Trunk lines connect to smaller pipes known as distribution mains that supply water to
11 the customer's service connection." (AR 2382-83.)
12
13

14
15 Figure 14 illustrates the water supply system, and shows all water sources
16 (except for recycled water not used for residential consumption) are treated and mixed
17 before distribution to a residential consumer. (AR2383.) Under these circumstances,
18 determining the cost of supplying water to a particular tier by allocating the cost of
19 cheaper water to lower tiers of water usage does not necessarily violate Prop. 218 or
20 the principles announced in the cases which have analyzed it.
21

22 Peak Pumping and Storage Costs

23
24

25 For Schedule A customers, Respondent allocates Peak Pumping and Storage
26 costs ("PP&S costs") entirely to Tiers 3 and 4. (AR 2497, 2505.) Respondent contends
27 that "City recovers these peak pumping and storage costs solely from Tiers 3 and 4
28

1 because the water budget allocation for Tier 1 and Tier 2 water use accounts for
2 efficient water use.” (Oppo. 15:15-17, citing AR 2505-07.)

3 The record shows that an additional charge of \$0.727 is added to the Tier 3 and
4 4 base rates to account for PP&S costs. (AR 2508.) In the pages cited by Respondent,
5 the Report justifies this additional charge for Tiers 3 and 4 as follows:
6

7
8 For development of the tier rates, the amount of the base rate included in a tier
9 price is based on whether peak pumping and storage costs are incurred to
10 deliver the required level of water to serve that tier. The base rates for all
11 customers, regardless of class or tier, include a minimum amount for the cost of
12 infrastructure that supports pumping and storage required for base water use
13 (indoor and efficient outdoor usage). In order to recover the cost of peak pumping
14 and storage infrastructure only dispatched for above-normal water use, the
15 Department includes a peak pumping and storage component within the base
16 rates for customer usage that exceeds normal levels - Schedule A tiers 3 and 4,
17 Schedule B tier 2 and Schedule C tier 2. This approach is similar to the treatment
18 of base and peak costs for cost of service studies as outlined in the AWWA M1
19 Manual.
20
21
22

23
24[¶]

25
26 System-wide water demand fluctuates based on the consumption choices of
27 utility customers. During times of peak demand, additional cost is incurred to
28

1 meet higher customer demand placed on the distribution system customers,
2 across all classes, that consume amounts of water that typically exceeds the
3 allocated water budget based for their respective customer class. The greater
4 demand these customers place on the distribution system drives the need for
5 increased plant investment in pumping and storage infrastructure to ensure
6 adequate supply to meet their specific peak demand.
7

8
9 Cost of service is based on cost causation. The American Water Works
10 Association (AWWA) M1 Manual, Principles of Water Rates Fees and Charges,
11 uses the concept of base and peak usage to allocate certain costs. Based on the
12 AWWA M1 principles, costs associated with infrastructure incurred to meet peak
13 demand are typically assigned to peak capacity and should be allocated to
14 customers that cause these "peak" costs.
15
16

17
18[¶¶] The resulting total unit cost per HCF for peak pumping and storage is
19 \$0.228. As noted above, peak pumping and storage is mainly driven by higher
20 usage, so the \$0.228 is applied across only Schedules A tiers 3 and 4, Schedule
21 B tier 2 and Schedule C tier 2. The specific peak pumping and storage costs per
22 HCF for each applicable schedule and tier are derived based on the total costs
23 and consumption applicable to each schedule and tier by applying the formulas
24 shown in Figure 27. (AR 2505-07.)
25
26
27
28

1 Figure 27 provides the formula that Respondent used to calculate Schedule A PP&S
2 costs for Tiers 3 and 4. (AR 2508.)
3

4
5 At the January 18, 2022 hearing, Respondent clarified that the term “peak” in
6 PP&S charges is not specifically linked to use of water in the peak season. Rather, at
7 PP&S costs means the incremental pumping costs associated with greater use of water,
8 not pumping and storage costs associated with the “peak season.” Respondent cites to
9 AR2505-2508. That portion of the record supports Respondent’s contention that it
10 considered pumping and storage costs and determined that some of those costs did not
11 vary with the level of water usage. Those costs were allocated to all Tiers. Respondent
12 also considered the incremental costs of pumping and storage that are linked to peak
13 demand on water supply, or water usage that exceed the water budget allocation.
14 Respondent then allocated those peak pumping and storage charges to Tiers 3 and 4.
15 In that way, Respondent allocated the incremental costs of pumping and storage
16 caused by greater water demand to customers in those tiers that created that demand.
17
18
19

20 Conservation Goals and the Proportionality Requirements of Prop. 218

21

22
23 If a water utility pursues conservation policies, it must do so in a manner that
24 complies with Proposition 218, including the proportionality requirement. Respondent’s
25 cited authorities, including *Palmdale* and *Capistrano*, hold that a water agency’s
26 conservation policies do not excuse compliance with the proportionality requirement.
27 The following statement from *Palmdale* applies here: “While [Water Code section 372]
28

1 contemplates allocation-based conservation pricing consistent with Article X, section 2,
2 [Respondent] fails to explain why this provision cannot be harmonized with Proposition
3 218 and its mandate for proportionality. [Respondent] fails to identify any support in the
4 record for the inequality *between* tiers, depending on the category of user.” (*Palmdale*,
5 *supra*, 198 Cal.App.4th at 936.) “California Constitution, article X, section 2 is not at
6 odds with article XIII D so long as, for example, conservation is attained in a manner
7 that ‘shall not exceed the proportional cost of the service attributable to the parcel.’” (Id.
8 at 936-937.)
9

10
11 The recent Capistrano court summarized this requirement as follows:

12 “[T]here is nothing at all in subdivision (b)(3) or elsewhere in Proposition 218 that
13 prevents water agencies from passing on the incrementally higher costs of expensive
14 water to incrementally higher users. That would seem like a good idea. But subdivision
15 (b)(3) does require they figure out the true cost of water, not simply draw lines based on
16 water budgets.” (*Capistrano, supra*, 235 Cal.App.4th at 1510-1511.) “This is not to say
17 City Water must calculate a rate for 225 Elm Street and then calculate another for the
18 house across the street at 226. Neither the voters nor the Constitution say anything we
19 can find that would prohibit tiered pricing. The way Proposition 218 operates, water
20 rates that exceed the cost of service operate as a tax, similar to the way a ‘carbon tax’
21 might be imposed on use of energy.... [I]f a local government body chooses to impose
22 tiered rates unilaterally without a vote, those tiers must be based on cost of service for
23 the incremental level of usage, not predetermined budgets.” (Id. at 1515-16.)
24
25
26
27
28

1 Here, DWP ascertained water budgets for each residential parcel dependent on
2 efficient use of water. Greater demand on the supply of water causes higher costs to
3 deliver water to each tier. That is because DWP must utilize incrementally more costly
4 water such as purchased water to meet higher demand. Further, DWP determined the
5 incremental increase to pumping and storage costs created by greater than normal
6 water demand, and allocated these peak pumping and storage costs to the users who
7 created that demand. Petitioners argue DWP has not determined the cost of delivering
8 water to each tier of usage and therefore violates the proportionality requirement of
9 Prop. 218. The court disagrees.
10
11

12 In *Capistrano*, supra, the utility divided its water rates into tiers based on historic
13 use of water. *Capistrano*, supra, 235 Cal. App.4th at 1499. The utility did not calculate
14 the incremental cost of providing water at the level of use at each tier or ascertain the
15 cost of each of its five water sources. That system was found to violate the
16 proportionality requirement of Prop. 218.
17

18 By contrast, DWP established rate tiers not based on historic use of water, but on
19 water budgets reflecting efficient water usage. DWP did ascertain the cost of supplying
20 water from each source. Because the water delivery system is integrated and the
21 physical source of water flowing to a particular parcel is not ascertainable, DWP
22 allocated the cost of cheaper water sources to the more efficient water users. DWP
23 also studied and allocated infrastructure costs including pumping and storage costs
24 based upon whether the cost was fixed or varied by water demand. Costs not variable
25 by demand were allocated uniformly across the tiers. Only those incremental costs
26 caused by above-normal demand were charged to the higher tiers causing the
27
28

1 additional costs. With the exception of LISA, analyzed above, the court concludes the
2 DWP rate methodology does not violate the proportionality requirement of Prop. 218.

3 Petitioners are not barred by the exhaustion doctrine from pursuing their claims
4 in this petition. Respondent has not shown the LISA charge applied to water rates
5 complies with Article XIID, section 6 of the California Constitution. Respondent has
6 otherwise shown its tier approach and rate methodology comply with the proportionality
7 requirements of Prop. 218.
8

9 10 RULING ON REMEDY

11
12
13 In this writ action, Plaintiffs and Petitioners Stephen Dreher and Melinda Dreher
14 (“Petitioners”) contend that Defendant and Respondent City of Los Angeles Department
15 of Water and Power (“Respondent” or “DWP”), a municipal water and power utility that
16 is a department of the City of Los Angeles (“City”), failed to comply with mandatory
17 duties in Article XIID of the California Constitution when it set new water rates in 2016.
18

19 On March 29, 2022, the court issued its decision on submitted matter with
20 respect to the liability phase. As relevant to this remedies phase of trial, the court found
21 that Respondent did not prove that the Low-Income Subsidy Adjustment (“LISA”) charge
22 applied to its water rates complies with Article XIID, section 6 of the California
23 Constitution. The court denied the petition for writ of mandate in all other respects.
24

25 The parties agreed to mediate the question of remedies and attended two full day
26 mediation sessions before the Hon. Charles (Tim) W. McCoy, Jr. (Ret.) on July 25,
27 2022, and August 12, 2022. The parties were unable to reach agreement. Accordingly,
28

1 the court set a hearing the remedies phase of trial and set a briefing schedule. The
2 court has received Respondent's opening brief on remedies, Petitioners' opposition brief
3 and corrected opposition brief, Respondent's reply, Petitioners' sur-reply, Respondent's
4 objections to the sur-reply, and Petitioners' response to the objections. The court held a
5 hearing on December 8, 2022 after which it took the matter under submission. On
6 February 17, 2023 the court issued its intended statement of decision on the remedies
7 phase. The court also heard further oral argument on February 28, 2023. In response
8 to the request for a statement of decision, the court issues this amended proposed
9 statement of decision, incorporating its ruling on both the liability and remedies phases
10 of this action.
11
12

13 Upon further reflection, and consideration of the parties' arguments and
14 applicable authority, the court did not adopt the tentative ruling it issued prior to the
15 December 8, 2022 hearing. The court reaches a different conclusion as set forth below.
16
17

18 **Judicial Notice**

19 Respondent's Request for Judicial Notice ("RJN") Exhibits 1-5 – Granted.

20 Petitioners' RJN Exhibits A-Z – Granted.

21 Petitioners' Sur-reply RJN Exhibits AA, BB, HH – Granted.
22

23 **Respondent's Objections to Sur-Reply**

24 Respondent's objections to the sur-reply are OVERRULED and its motion to
25 strike is DENIED. Request for additional briefing denied.
26

27 **Standard of Review**
28

1
2 Petitioners seek traditional mandamus pursuant to CCP section 1085. There are
3 two essential requirements to the issuance of an ordinary writ of mandate under Code
4 of Civil Procedure section 1085: (1) a clear, present, and ministerial duty on the part of
5 the respondent, and (2) a clear, present, and beneficial right on the part of the petitioner
6 to the performance of that duty. (*California Ass'n for Health Services at Home v.*
7 *Department of Health Services* (2007) 148 Cal.App.4th 696, 704.)

8
9 'On questions of law arising in mandate proceedings, [the court] exercise[s]
10 independent judgment.'" (*Christensen v. Lightbourne* (2017) 15 Cal.App.5th 1239,
11 1251.) The interpretation of statute or regulation is a question of law. (See *State Farm*
12 *Mut. Auto. Ins. Co. v. Quackenbush* (1999) 77 Cal.App.4th 65, 77.)
13
14

15 Analysis

16

17
18 The court having found that the Low-Income Subsidy Adjustment ("LISA") charge
19 did not comply with Article XIID, section 6 of the California Constitution, Petitioner
20 seeks a writ ordering the City to refund all LISA fees imposed since the latest rates were
21 set in 2016. Petitioner also seeks a writ ordering the City to stop imposing the LISA fees
22 prospectively. Respondent contends that the payment under protest requirements of
23 Health & Safety Code section 5472 (hereinafter "section 5472") apply to the LISA
24 charge and bar any class-wide monetary relief. The question of whether section 5472
25 applies to the water delivery charges at issue appears to be one of first impression.
26
27

1 Before the court analyzes that question, it considers Petitioners' other contentions that
2 they have a refund remedy under Proposition 218, without regard to section 5472.
3

4
5 Proposition 218 and the Omnibus Implementation Act Do Not Abrogate Other
6 Non-conflicting Statutes

7
8 Petitioners argue that the court must "issue a writ of mandamus ordering a refund
9 of all unconstitutionally taken funds" from April 2016, when Respondent first imposed
10 LISA, and that no statute of limitations applies. (Oppo. 7-8.) Petitioners assert that
11 LISA is an "unconstitutional taking" that violates Proposition 218 and that "an order
12 directing restitution of all sums improperly collected is appropriate relief incidental to the
13 writ of mandate prohibiting the collection of LISA charges." (Ibid.) In essence,
14 Petitioners argue that Proposition 218 and the Omnibus Implementation Act abrogate
15 any otherwise applicable statutes. The court does not agree.
16
17

18 While Proposition 218 refers to "legal actions," it does not mention a refund or a
19 damages remedy. (Cal. Const., Art. XIII D, §§ 4(f), 6(b)(5).) The Omnibus
20 Implementation Act also does not provide or imply a refund remedy. (Gov. Code §§
21 53750, et seq.) Petitioners fail to cite any statute, constitutional provision, or published
22 decision supporting their contention that Proposition 218 or the Omnibus
23 Implementation Act impliedly repealed all statutes related to refund of unlawful fees
24 collected by a local government entity. Petitioners' argument of implied preemption,
25 without any textual support, is contrary to the rule that "courts are required to try to
26 harmonize constitutional language with that of existing statutes if possible." (*Citizens*
27
28

1 *Assn. of Sunset Beach v. Orange County Local Agency Formation Com.* (2012) 209
2 Cal.App.4th 1182, 1192.)

3 In several cases, courts have impliedly rejected the argument Proposition 218
4 abrogates other applicable statutes. In *Barratt American, Inc. v. City of San Diego*
5 (2004) 117 Cal.App.4th 809, the plaintiff argued that Proposition 218 “generally
6 abolishes any statute of limitations.” (*Barratt, supra*, 117 Cal.App.4th at 816.) The Court
7 disagreed, stating:
8

9 Neither Proposition 218 nor the Omnibus Act mention section 329.5 or any other
10 statute setting forth a limitations period, nor do they prescribe any period by
11 which a legal challenge to an assessment levied under its provisions must be
12 made. While Proposition 218 expressly references the local agency's *burden of*
13 *proof* in any legal challenge contesting the validity of an assessment, nothing in
14 the constitutional provisions it added addresses the *timing* of such challenges.....
15

16 Proposition 218 thus conflicts with and renders unconstitutional contradictory
17 procedures or process leading to the *adoption or levy* of an assessment falling
18 within its ambit. It does not conflict with process or procedures relating to the
19 timing of legal challenges to such an assessment.
20

21 (*Barratt, supra* at 818.)
22

23
24 While Petitioners point out that *Barratt* did not decide the plaintiffs' preemption
25 argument, the Court's decision nonetheless supports a conclusion that Proposition 218
26 does not supersede statutes which are not in conflict with it.
27

1 Similarly, in *Plata v. v. City of San Jose* (2022) 74 Cal.App.5th 736, 752, the court
2 found the Government Claims Act statute of limitations barred a Proposition 218
3 challenge regarding transfer of revenue derived from water charges to a City's general
4 fund. Additionally, in *Los Altos Golf & Country Club v. County of Santa Clara*, (2008)
5 165 Cal.App.4th 198, 207, the court found the pay under protest procedures of section
6 5472 foreclosed a Proposition 218 challenge seeking refund of sewer charges. In none
7 of these cases did the court find Proposition 218 or the Omnibus Implementation Act
8 preempted otherwise applicable non-conflicting statutes.
9

10
11 Petitioners argue a refund remedy is incidental to their mandate claim, and
12 necessary to effectuate the intent of Proposition 218. However, even if section 5472
13 applies and precludes a refund in this case, that does not mean ratepayers have no
14 remedy. As argued by Respondent, ratepayers have a prospective remedy in an order
15 precluding future LISA charges. Further, application of section 5472 would not preclude
16 a refund remedy for ratepayers who complied with its pay under protest provisions.
17 Applying section 5472 is not inherently in conflict with Proposition 218.
18

19 Petitioners argue the LISA charge was hidden from ratepayers, and since it was
20 void *ab initio*, a refund is mandated. The cases cited in support do not persuade.
21 Neither *Escamilla v. Department of Corrections and Rehabilitation* (2006) 141
22 Cal.App.4th 498, nor *American Indian Health and Services v. Kent* (2018) 24 Cal.App.5th
23 772 involved refund of charges claimed to violate Proposition 218. Other, more relevant
24 cases dictate that a refund claim may not always be available in a Proposition 218
25 challenge. *See, e.g., Los Altos, supra*, 165 Cal.App.4th 198.
26
27
28

1 There is no Conflict Between Health & Safety Code §5472 and Proposition 218
2 or the Omnibus Implementation Act

3
4 Petitioners argue “the only statutory guidelines available for property-related user
5 fees are in the Proposition 218 Omnibus Implementation Act. (California Government
6 Code §§53750-53756.)” Petitioners contend these provisions act to the exclusion of
7 other potentially applicable statutes, such as section 5472 and the Government Claims
8 Act. However, the notice and protest procedures set forth in the Omnibus
9 Implementation Act apply to an agency’s imposition of a charge, not to a ratepayer’s
10 request for refund. (See, e.g., section 53755 (describing agency’s notice obligations
11 before increasing a property-related fee or charge.) Nor do Petitioners identify any
12 particular provision of Proposition 218 which conflicts with section 5472.
13
14

15 Petitioners contend that the amendments made to section 5472 by SB444 in
16 2007 which added a specific reference to the protest and hearing procedures of the
17 Omnibus Implementation Act evidence a intent for Proposition 218 to trump all other
18 procedural requirements. The court disagrees. The protest and hearing procedures
19 referenced in the 2007 amendment relate to standby charges, which may be considered
20 assessments, not to fees authorized to be imposed under subdivision (a) of 5472. The
21 legislative history is in accord. For example, the legislative counsel’s digest explains the
22 act as follows:
23
24

25 “The Uniform Standby Charge Procedures Act establishes procedures for
26 any local agency authorized by law to provide water, sewer, or water and
27 sewer service, and authorized to collect standby or availability charges or
28

1 assessment in connection with that service, to fix, give notice of, and
2 collect those charges. Article XII D of the California Constitution and
3 implementing statutes limit local officials' powers to levy benefit
4 assessments. This bill would amend that act to conform its provisions to
5 the statutes implementing Article XIII D. This bill would amend provisions
6 of various acts that authorize counties, cities, and special districts to
7 impose standby or availability charges on assessments to conform to the
8 revised Uniform Standby charge Procedures Act." (Berezky-Anderson
9 decl, p. 121.)
10
11

12
13 This amendment and its legislative history provide no support for Petitioners'
14 argument that application of section 5472 to water delivery charges "yields now to the
15 Constitution and the [Omnibus Implementation] Act." (Petitioner's Opening brief, p.6)
16

17 Nor is Petitioners' reference to *Plantier v. Ramona Municipal Water Dist* (2019) 7
18 Cal.5th 372, 388 persuasive. *Plantier* did not address the application of section 5472, or
19 announce any broad rule prohibiting the application of any existing statutes to
20 Proposition 218 challenges.

21 Based on the above, the court finds neither Proposition 218 nor the Omnibus
22 Implementation Act do not preclude application of section 5472.
23

24
25 Applicability of Section 5472 to the Water Charges in Issue
26
27

1 Having determined Proposition 218 does not preclude application of section
2 5472, the court considers whether section 5472 applies to the water charges challenged
3 in this action. The pay under protest requirement of section 5472 is found in Article 4 of
4 the Health & Safety Code, titled "Sanitation and Sewerage Systems." Article 4 is part of
5 Division 5, titled "Sanitation."
6

7 Section 5472 establishes a pay under protest requirement for the fees, rates,
8 tolls, rentals, or other charges fixed pursuant to section 5471. It provides as follows:

9 After fees, rates, tolls, rentals or other charges are fixed pursuant to this article,
10 any person may pay such fees, rates, tolls, rentals or other charges under protest
11 and bring an action against the city or city and county in the superior court to
12 recover any money which the legislative body refuses to refund. Payments made
13 and actions brought under this section, shall be made and brought in the manner
14 provided for payment of taxes under protest and actions for refund thereof in
15 Article 2, Chapter 5, Part 9, of Division 1 of the Revenue and Taxation Code,
16 insofar as those provisions are applicable.
17
18

19
20 Because section 5472 only applies to charges "fixed pursuant to this article,"
21 section 5471 and 5470 are also relevant.
22

23
24 Section 5471 states in pertinent part as follows:
25
26
27
28

1 operation of water systems and sanitation, storm drainage, or sewerage
2 facilities, to repay principal and interest on bonds issued for the
3 construction or reconstruction of these water systems and sanitary, storm
4 drainage, or sewerage facilities and to repay federal or state loans or
5 advances made to the entity for the construction or reconstruction of water
6 systems and sanitary, storm drainage, or sewerage facilities.
7

8
9 Section 5470 provides relevant definitions. It provides in part as follows:
10

11
12 The following words wherever used in this article shall be construed as defined in
13 this section, unless from the context a different meaning is intended, or unless a
14 different meaning is specifically defined and more particularly directed to the use
15 of such words:
16

17
18[¶]

19
20 (e) Entity. "Entity" means and includes counties, cities and counties, cities,
21 sanitary districts, county sanitation districts, county service areas, sewer
22 maintenance districts, and other public corporations and districts authorized to
23 acquire, construct, maintain and operate sanitary sewers and sewerage systems.
24

25 (f) Rates or Charges. "Rates or charges" shall mean fees, tolls, rates,
26 rentals, or other charges for services and facilities furnished by an entity in
27
28

1 connection with its sanitation or sewerage systems, including garbage and refuse
2 collection.

3
4 Whether section 5472 pay under protest provisions apply, depends on whether
5 the charges are fixed pursuant to 5471. This analysis raises the following questions. Is
6 Respondent an "entity" as defined in section 5470? Does 5471 authorize the imposition
7 of water delivery charges? Were the water delivery charges at issue "fixed pursuant to
8 this article" within the meaning of section 5472?
9
10

11
12 Respondent is an Entity Under Section 5470.

13
14 Section 5470 defines "entity" to include a city which is authorized to acquire,
15 construct, maintain and operate sanitary sewers and sewerage systems. In *Richmond*
16 *v. Shasta Community Services Dist.* (2004) 32 Cal.4th 409, the court found section
17 5471 did not apply to charges levied by a community services district organized solely
18 for water service. Specifically, the Court stated:
19

20 Health & Safety Code section 5471 does not apply to the District because it is
21 not an "entity" within the meaning of this provision. Code section 5470 states
22 that "'[e]ntity' means and includes counties, cities and counties, cities, sanitary
23 districts, county sanitation districts, sewer maintenance districts, and other public
24 corporations and districts authorized to acquire, construct, maintain and operate
25 sanitary sewers and sewerage systems." The District is a public agency
26 organized as a community services district under the Community Services
27
28

1 District Law (Gov. Code, § 61000 et seq.) to provide water service. Nothing in the
2 record indicates it is authorized to construct, maintain, or operate sewers or
3 sewerage systems.
4

5
6 Petitioners argue Respondent is not an entity as defined in section 5470,
7 because the DWP is not authorized under the City Charter to construct, maintain, or
8 operate sewers or sewerage systems. Petitioners rely, in part, on responses to
9 discovery directed at DWP in which DWP disclaimed knowledge regarding responsibility
10 for or knowledge about sanitation charges. Respondent rebutted this argument at the
11 12/8/22 hearing. As Respondent pointed out, the discovery was directed to DWP, not
12 the City. DWP is a department of the City of Los Angeles. DWP does not have
13 authority to adopt an ordinance setting water rates. Under the City Charter, those rates
14 are set by the City Council. Thus while Petitioners may have chosen to name DWP
15 instead of City as respondent, DWP is a department of the City of Los Angeles, and the
16 City is an entity as defined in section 5470.
17
18

19 20 Section 5471 Applies to Water Delivery Charges

21
22
23 The parties dispute whether section 5471 and 5472 apply to water delivery
24 charges.

25 Rules of Statutory Construction. “The rules governing statutory construction are
26 well settled. We begin with the fundamental premise that the objective of statutory
27 interpretation is to ascertain and effectuate legislative intent. [Citations.] To determine
28

1 legislative intent, we turn first to the words of the statute, giving them their usual and
2 ordinary meaning. [Citations.] When the language of a statute is clear, we need go no
3 further. However, when the language is susceptible of more than one reasonable
4 interpretation, we look to a variety of extrinsic aids, including the ostensible objects to
5 be achieved, the evils to be remedied, the legislative history, public policy,
6 contemporaneous administrative construction, and the statutory scheme of which the
7 statute is a part." (*Nolan v. City of Anaheim* (2004) 33 Cal.4th 335, 340.)

8
9 When interpreting a statute, the court must construe the statute, if possible to
10 achieve harmony among its parts. (*People v. Hull* (1991) 1 Cal. 4th 266, 272.) "When
11 interpreting statutory language, we may neither insert language which has been omitted
12 nor ignore language which has been inserted." (See *People v. National Auto. and Cas.*
13 *Ins. Co.* (2002) 98 Cal.App.4th 277, 282.)
14

15 *Plain Meaning.*
16

17
18 Section 5471, subdivision (a) provides that:

19 "In addition to the powers granted in the principal act, any entity shall have
20 power, by an ordinance or resolution approved by a two-thirds vote of the
21 members of the legislative body thereof, to prescribe, revise and collect,
22 fees, tolls, rates, rentals, or other charges for services and facilities
23 furnished by it, ... in connection with its water, sanitation, storm drainage,
24 or sewerage system."
25
26
27
28

1 By its plain terms, subdivision (a) authorizes an entity to impose fees, rates, and
2 charges for services it provides in connection with its water system. The water rates
3 challenged in this litigation would appear to qualify. Nonetheless, Petitioners make
4 several arguments why the statute should not be so interpreted.
5

6 First, Petitioners argue that the definition of “rates and charges” in section 5470(f)
7 means that section 5471 subsection (a) only authorizes the imposition of rates or
8 charges related to sanitation or sewerage systems, and not water systems. While it is
9 true that subdivision (f) of 5470 so defines “rates and charges,” section 5470 states that
10 its definitions apply, “unless from the context a different meaning is intended, or unless
11 a different meaning is specifically defined and more particularly directed to the use of
12 such words.” Here, in the context of section 5471(a) where the imposition of fees for
13 services rendered in connection with a water system is specifically authorized, the
14 definition in subdivision (f) of 5470 would not apply. The same analysis pertains to the
15 meaning of “rates and charges” in section 5472.
16
17

18 Next, Petitioners argue that although section 5471 in several sections references
19 water charges, those references are intended to refer only to water standby charges,
20 not water delivery charges. Alternatively, Petitioners argue that subdivision (a) only
21 authorizes an entity to use sanitation and sewerage fees in connection with a water
22 system, not to impose water delivery charges. Petitioners’ interpretation not only is
23 contrary to the plain meaning of the section, it would also render parts of the statute
24 superfluous or redundant.
25

26 Water standby fees are expressly addressed in subdivision (b) of section 5471.
27 Subdivision (b) specifically authorizes an entity to collect water standby fees, as long as
28

1 the entity complies with the notice, protest, and hearing procedures in Gov't Code
2 section 53753. Since water standby fees are already authorized in subdivision (b), it
3 would be redundant for those fees to also be the subject of subdivision (a). In fact, a
4 conflict in the section would be created if standby water fees could be imposed by one
5 method in subdivision (a), and by another method in subdivision (b).
6

7 Petitioners' alternative interpretation of subdivision (a) – that it only authorizes
8 the use of revenues from sanitation and sewerage charges to be spent on water
9 systems - would render subdivision (a) and (c) redundant. Subdivision (c) already
10 expressly authorizes “revenues derived under the provisions in this section” to be used
11 for the” acquisition, construction, reconstruction, maintenance, and operation of water
12 systems . . .” Thus, if Petitioners' interpretation of subdivision (a) is correct, subdivision
13 (a) is redundant with subdivision (c). Based on the plain reading of subdivision (a) and
14 application of the rules of statutory construction, subdivision (2) of section 5471
15 authorizes imposition of water fees for services furnished by an entity in connection with
16 a water system, including water delivery charges.
17
18

19 Finally, in the sur-reply, Petitioners argue that the LISA charge is not fees for
20 “services and facilities furnished by it” within the meaning of section 5471. Petitioners'
21 challenge in this action was to the entirety of the water delivery charge, not just the
22 portion attributable to LISA. Petitioners argued the tiered rate structure violated
23 Proposition 218. While the court found the LISA could not be included in the water rate
24 under Proposition 218, the water rates imposed by the City qualify as fees for services
25 and facilities furnished by the City, and fall within the ambit of section 5471.
26
27
28

1 *Significance of Section 5472's Placement in Article 4.*

2
3 In its 12/8/22 ruling, the court found significant that Section 5472 is found in
4 Article 4 (entitled "Sanitation and Sewerage Systems") of Chapter 6 ("entitled "General
5 Provisions with Respect to Sewers") of Division 5 (entitled "Sanitation") of the Health &
6 Safety Code. As the court noted, when there is an ambiguity to be resolved,
7 organization and section headings may properly be considered when determining intent,
8 citing *Woodland Park Management, LLC v. City of East Palo Alto Rent Stabilization*
9 *Board* (2010) 181 Cal.App.4th 915, 923, fn. 5. As discussed above, however, the court
10 has concluded the plain language of subdivision (a) of Section 5471 authorizes an entity
11 to impose fees, rates, and charges for services it provides in connection with its water
12 system, including water delivery charges. As that same authority recognizes, "[w]hen
13 interpreting an ordinance or statute, "chapter and section headings cannot be resorted
14 to for the purpose of creating ambiguity when none exists. [Citation omitted.]" *Id.*

15
16
17 Petitioners argue that the legislative history of section 5470, 5471 and 5472
18 support their interpretation. While the court need not consider legislative history when
19 the language of the statutes is not ambiguous, the court considers the pertinent
20 legislative history below.

21
22
23 *Legislative History.*

24
25
26 As originally enacted in 1949, section 5470 authorized a city or county to impose
27 sanitation or sewerage charges by a two-thirds vote of the legislative body. (Plaintiff's
28

1 RJN, A, p. 8). In 1951, the section was amended to authorize revenues derived from
2 charges for sanitation or sewerage systems to also be used for the acquisition
3 construction, reconstruction, maintenance, and operation of water systems. (Id. at 9.)
4
5 In 1953 the relevant statutes were renumbered and amended. Section 5470 was
6 adopted which sets forth definitions, including “entity” and “rates or charges” for the
7 terms used in Article 4, including section 5471 and 5472. (Id. at 10.)

8 The next relevant amendment occurred in 1973. Section 5471 was amended to
9 provide that an entity could adopt fees or charges by a two-thirds vote, “including sewer
10 standby or immediate availability charges.” In 1988 this language was amended again,
11 by SB2263, to provide that an entity has the power by two-thirds vote to “prescribe,
12 revise and collect, fees, tolls, rates, rentals, or other charges, including water, sewer
13 standby or immediate availability charges.” Petitioners argue this 1988 amendment was
14 only intended to relate to water standby fees. As phrased, the language could be
15 interpreted to apply to water standby charges, or to refer more generally to water
16 charges, including water delivery charges. The legislative history of SB2263, is
17 equivocal on this point.
18
19

20
21 The Legislative Counsel’s Digest with regard to SB2263, reads as follows:

22 “Under existing law, any entity is authorized, under specified conditions, by an
23 ordinance approved by a 2/3 vote of the members of the legislative body of the entity, to
24 prescribe, revise and collect, fees, tolls, rates, rentals, or other charges, including sewer
25 standby or immediate availability charges, for service and facilities furnished by it either
26
27
28

1 within or without its territorial limits, in connection with its sanitation or sewerage
2 system. This bill would add water systems to this authorization.” (Id. at 99.)

3 This recitation does not specifically describe water charges as being limited to
4 water standby charges. However, a later Legislative Counsel Digest (Senate Third
5 Reading) states that: “This bill authorizes any local agency which provides sanitation
6 and sewer services and facilities to levy water standby and immediate availability
7 charges in connection with its water, sanitation or sewerage system.” (Id. at 115.)

8 Other legislative history is similar. For example, the enrolled bill report states that the
9 bill “would clarify the authority of any agency which provides sanitation and sewer
10 facilities and services to levy water standby and immediate availability charges.” (Id. at
11 117.) This legislative history generally supports an interpretation that the 1988
12 amendment was intended to refer to water standby charges, and not more generally to
13 water delivery charges.
14

15
16 However, in 2007, section 5471 was further amended by SB444. That
17 amendment broke section 5471 into four subdivisions, (a),(b),(c),and (d). The words
18 “water, sewer standby or immediate availability charges” were removed from
19 subdivision (a). A new subdivision (b) authorized imposition of “water, sewer, or water
20 and sewer standby charges” subject to the notice, protest, and hearing procedures in
21 Section 53753 of the Government Code. Subdivision (c) retained the authority to use
22 revenues “derived under the provisions in this section” to be used for the acquisition,
23 construction, reconstruction, maintenance, and operation of water systems”
24 Subdivision (d) was added, also related to standby charges.
25
26
27
28

1 Notably, in this amendment, the word “water” was left in subdivision (a), so that
2 the text authorizes an entity, by 2/3 vote, to collect fees, tolls, rates and other charges
3 “for services and facilities furnished by it ... in connection with its water.... system.” Had
4 the intent of SB444 been to only authorize the imposition of water standby fees, the
5 reference to “water” in subdivision (a) would have been eliminated. Water standby fees
6 are already expressly addressed in subdivisions (b) and (d). Although later
7 amendments were made to section 5471, none removed the reference to “water” in
8 subdivision (a) or otherwise made any other relevant changes to 5471 as it now reads.
9 Respondent notes that there was a proposed amendment to remove reference to water
10 changes in 1991 which was not adopted by the Legislature.
11
12

13 Based on the plain meaning of section 5471, including consideration of legislative
14 history, the court concludes section 5471 authorizes an entity to impose water delivery
15 charges. The court acknowledges there are no cases in which water delivery charges
16 were found to be subject to section 5472 pay under protest provisions. Respondent
17 cites *Richmond v. Shasta Community Services District* (2004) 32 Cal.4th 409, 429, as
18 acknowledging that 5471 applies to water fees. The question of whether 5471 and 5472
19 apply to water delivery charges was not directly at issue in *Richmond*. That case
20 involved a challenge to water connection fees, and the Court ultimately found section
21 5471 did not apply to the District because it was not an “entity” within the meaning of the
22 section.
23
24
25
26
27
28

1 While the issue is one of first impression and the question is close, based on the
2 analysis above, the court concludes that section 5471 authorizes the imposition of water
3 delivery charges, and section 5472's pay under protest provisions apply.
4

5
6 The Water Delivery Charges Were Imposed Pursuant to Article 4
7

8 The pay under protest provisions of section 5472 only apply to "fees, rates, tolls,
9 rentals or other charges fixed pursuant to this article." In the court's 12/8/22 tentative,
10 the court found that the water delivery charges at issue were not "fixed" pursuant to
11 Article 4. The court noted that Respondent provided no evidence it ever invoked Article
12 4 as authority to impose water delivery fees, and it was not mentioned in the Resolution
13 adopted by the Board of Water and Power Commissioners or the ordinance approving
14 those rates. Further, the court noted that the amendments to section 5471 adding
15 authority to impose fees "in connection with a "water system" were adopted in 1988, and
16 Respondent has been charging water delivery fees well before that date. At the 12/8/22
17 hearing, Respondent argued that the court in *Padilla v. City of San Jose, supra*, 78
18 Cal.App. 5th 1073 specifically rejected a similar argument. After further consideration of
19 this authority, the court agrees it is bound by this precedent.
20
21

22 *Padilla* involved a class action challenge to garbage collection charges. City
23 contended on demurrer that failure to comply with the pay under protest requirements of
24 section 5472 barred any recovery. Plaintiffs argued, in part, that section 5472 did not
25 apply because the relevant portions of the City's municipal code in effect at the time
26 plaintiff paid their garbage fees did not fix charges pursuant to the Health & Safety
27
28

1 Code. The *Padilla* court squarely rejected this argument. “Plaintiffs ... assert that fees
2 were not fixed pursuant to the Code unless the ordinance specifically referenced the
3 code. We reject that argument because the relevant Health & Safety code sections
4 plainly do not require an express reference in order to fix fees pursuant to the code, nor
5 do they require any particular language to be recited.” *Id.* at 1079.

7 The *Padilla* court further described what is necessary for fees to be fixed
8 pursuant to Article 4. “The only thing the Legislature has prescribed in order for a
9 sanitation fee to be “fixed pursuant to” the Health & Safety code is a two-thirds vote.”
10 *Id.* at 1080. Here, Petitioners do not dispute the water charge ordinance was adopted
11 by a 2/3 vote of the City Council. Pursuant to *Padilla*, assuming section 5472 applies to
12 water delivery charges, nothing else was necessary to “fix” the charges under Article 4.

14 Petitioners argue that LADWP has not informed its customers of the pay under
15 protest requirement of section 5472. Rule 10 of LADWP’s Rules Governing Water and
16 Electric Service, which Respondent cites, does not mention this pay under protest
17 requirement. (OB 13-14, citing Resp. RJN Exh. 5.) Further, in its responses to special
18 interrogatories, Respondent confirmed it has not notified water customers of the
19 existence of the “pay under protest” requirement. (Rottinghaus Decl. Exh. EE at 34-37,
20 Exh. FF at 49-52.) Documents published on LADWPs’ website entitled “Filing a Claim
21 with LADWP FAQ” and a claim form entitled “Claim to Dept. of Water & Power” also
22 lack any mention of the pay under protest requirement. (*Id.* Exh. CC 5-13; Exh. DD at
23 27-28.) Petitioners argue that the court in *Los Altos, supra*, 165 Cal.App.4th at 205,
24 found it important that that the City’s municipal code specifically mentioned the Health &
25 Safety Code provisions. While the court in *Los Altos* court noted the municipal code
26
27
28

1 reference, the opinion cannot be read as imposing a requirement that an ordinance cite
2 the pay under protest provisions as a prerequisite to their applicability. While the failure
3 to alert customers of the pay under protest requirement may be concerning, *Padilla*,
4 which was decided later than *Los Altos*, stands for the proposition that there are no
5 further procedural requirements for the application of section 5472 other than a 2/3 vote
6 of the legislative body.
7

8 Petitioners also argue a ratepayer would not know to pay under protest because
9 the LISA charge was not disclosed on the water bill. Petitioners do not cite any
10 authority that the LISA charge was required to be separately stated in the water bill.
11 Further, Petitioners challenged the water rates as violative of Proposition 218 not just on
12 the basis of the LISA charge, but primarily on a claim that the tiered structure was
13 unlawful. Petitioners would have sufficient knowledge to pay under protest on that basis.
14

15 Petitioners' argument that Respondent itself did not interpret section 5472 as
16 applying to its water rates, and that this interpretation should be given deference does
17 not cause the court to reach a different conclusion. Under appropriate circumstances,
18 deference may be afforded to an agency's interpretation of regulations over which it has
19 an interpretative advantage. (see, e.g. *Tower Lane Properties v. City of Los Angeles*
20 (2014) 224 Cal.App.4th 262, 276.) Those circumstances do not apply here.
21
22

23 24 The Government Claims Act, Section 5472, and Class Actions

25 For different reasons, both Petitioners and Respondent argue the Government
26 Claims Act does not apply to this action. Both also make alternative arguments. In their
27 alternative argument, Petitioners contend that if the Claims Act applies, it applies to the
28

1 exclusion of section 5472. In its alternative argument, Respondent argues that if
2 section 5472 does not apply, the Claims Act applies and limits damages to those
3 accrued within one year prior to the filing of the claim. Here, there is no dispute
4
5 Petitioners filed a claim pursuant to the Government Claims Act.

6 In its 12/8/22 tentative, the court found section 5472 did not apply, but that the
7 Claims Act did, and that Petitioner's class- wide recovery was limited to damages
8 accrued one year prior to the filing of the claim. As analyzed above, the court now
9 concludes that section 5472 applies to Petitioners' claim. As discussed below, that
10 means the Claims Act does not apply.
11

12 "The Government Claims Act (Act) 'established a standardized procedure for
13 bringing claims against local governmental entities.' [Citations.] The purpose of the Act
14 'is to provide the public entity sufficient information to enable it to adequately investigate
15 claims and to settle them, if appropriate, without the expense of litigation.'
16 [Citation.]...[¶] According to the Act, 'all claims for money or damages against local
17 public entities' are to be presented 'in accordance with Chapter 1 (commencing with
18 Section 900) and Chapter 2 (commencing with Section 910),' except as provided
19 in section 905. (§ 905.) One of the exceptions in section 905 is for '[c]laims under the
20 Revenue and Taxation Code or other statute prescribing procedures for the refund ... of
21 any tax ... or any portion thereof'" (*McWilliams v. City of Long Beach* (2013) 56
22 Cal.4th 613, 618-619.
23
24

25 In *Ardon v. City of Los Angeles* (2011) 52 Cal.4th 241, the California Supreme
26 Court held that a class claim by taxpayers for a tax refund against a local government
27 entity is permitted under the Claims Act procedures "in the absence of a specific tax
28

1 refund procedure set forth in an applicable governing claims statute.” (Id. at 253.)
2 Respondent argues that section 5472 constitutes a “specific tax refund procedure” for
3 Petitioners’ claims. The court agrees.

4
5 In *McWilliams, supra*, 56 Cal.4th 613, decided two years after *Ardon*, the
6 Supreme Court considered a Proposition 218 class challenge to telephone users taxes
7 imposed by the City. The Court analyzed Government Code section 908(a) which
8 exempts from the procedures of the Government Claims Act “Claims under the
9 Revenue and Taxation Code or other statute prescribing procedures for the refund,
10 rebate, exemption, cancellation, amendment, modification, or adjustment of any tax,
11 assessment, fee, or charge or any portion of the charge, or of any penalties, costs, or
12 charges.”

13
14 While holding that a municipal ordinance did not qualify as such a statute, the
15 Court gave examples of statutes which would constitute an “other statute” prescribing a
16 procedure for the refund of a tax, assessment, fee, or charge. The Court specifically
17 recognized Health & Safety Code section 5472 as such a statute. *Id.* at 621. Based on
18 that Supreme Court precedent, if a refund action is governed by section 5472, it is
19 exempt from the provisions of the Claims Act. Since the court has concluded the pay
20 under protest provisions of section 5472 apply to the refund of water charges in this
21 case, the Claims Act does not apply.

22
23
24 The court acknowledges that the conclusion in *Plata v. City of San Jose* (2022)
25 289 Cal.App.5th 736 is potentially at odds with this conclusion. *Plata* involved a class
26 action that sought a refund of water charges on the ground the charges violated
27 Proposition 218. (Id. at 740-744.) The trial court found the city’s tiered water rates
28

1 violated Proposition 218, Art. 13D §6(b). (Id. at 743.) On appeal, the city argued the
2 plaintiffs' action was barred because plaintiffs failed to comply with the Claims Act. (Id.
3 at 747.) The Court agreed and reversed the trial court on that basis. (Id. at 747-748.)
4 The Court specifically rejected the plaintiffs' argument that the Claims Act did not apply
5 to its claim, stating: "The Platas could not bring a suit "for money or damages" against
6 the City without properly presenting a claim first. (See Gov. Code, §§ 905, 945.4.)"

7
8 The *Plata* opinion does not mention Health & Safety Code section 5472 or its
9 applicability to an action for refund of water charges. It may be that no party made an
10 argument that section 5472 applied. "An opinion is not authority for propositions not
11 considered." (*People v. Knoller* (2007) 41 Cal.4th 139, 154-55.) Moreover, it is unclear
12 whether the charges imposed in *Plata* complied with section 5471(a). The *Plata* opinion
13 does not indicate whether the ordinance which imposed the fees in question was
14 adopted by 2/3 vote of the legislative body, a prerequisite to the application of section
15 5472.
16

17
18 Because the court finds that the pay under protest provisions of section 5472
19 apply, and neither Petitioners individually nor purported class members complied with
20 these provisions, Petitioners are barred from any recovery of past charges. The parties'
21 arguments regarding pre-judgment interest are moot.
22

23
24 **Conclusion - remedies**
25
26
27
28

1 LISA is part of a "rate or charge" subject to the pay under protest requirement of
2 Health & Safety section 5472. Accordingly, Petitioners were required to comply with its
3 provisions to be entitled to monetary relief in this writ action.
4

5 The Government Claims Act does not apply to Petitioners' claim for refund, on a
6 class wide basis, of the unlawful LISA charges.

7 Petitioners are entitled to prospective relief prohibiting Respondent from including
8 the LISA charge in future water rates to all customers of all tiers of usage.

9 Petitioner is the prevailing party. Petitioner's request for attorneys' fees should
10 be filed as a separate motion.
11

12
13
14 **DATED:** March 17, 2023

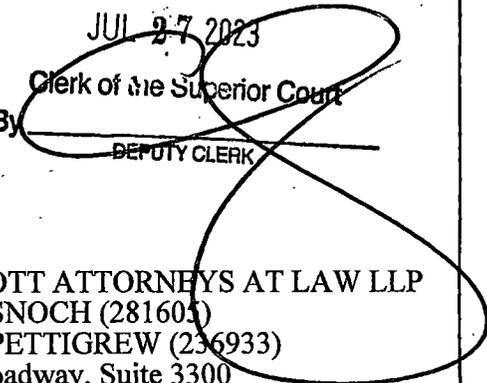
15
16 
17 **MARY H. STROBEL,**
18 **JUDGE OF THE SUPERIOR COURT**
19
20
21
22
23
24
25
26
27
28

EXHIBIT 25

FILED
SAN MATEO COUNTY

JUL 27 2023

Clerk of the Superior Court

By  DEPUTY CLERK

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 JAMES I. JACONETTE (179565)
655 West Broadway, Suite 1900
3 San Diego, CA 92101-8498
Telephone: 619-231-1058
4 Facsimile: 619-231-7423
jamesj@rgrdlaw.com

5 COTCHETT, PITRE & MCCARTHY, LLP
6 MARK C. MOLUMPY (168009)
TYSON REDENBARGER (294424)
7 ELLE LEWIS (238329)
San Francisco Airport Office Center
8 840 Malcolm Road, Suite 200
Burlingame, CA 94010
9 Telephone: 650-697-6000
Facsimile: 650-697-0577
10 mmolumpy@cpmlegal.com
tredenbarger@cpmlegal.com
11 elewis@cpmlegal.com

SCOTT+SCOTT ATTORNEYS AT LAW LLP
JOHN T. JASNOCH (281603)
JOSEPH A. PETTIGREW (236933)
600 West Broadway, Suite 3300
San Diego, CA 92101
Telephone: 619-233-4565
Facsimile: 619-233-0508
jjasnoch@scott-scott.com
jpettigrew@scott-scott.com

12 *Class Counsel*

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF SAN MATEO

15 In re MICRO FOCUS INTERNATIONAL)
PLC SECURITIES LITIGATION)

Lead Case No. 18CIV01549

CLASS ACTION

17 This Document Relates To:

18 ALL ACTIONS.

17 ~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING FINAL APPROVAL,
18 APPROVING PLAN OF ALLOCATION,
AND AWARDING ATTORNEYS' FEES,
19 REIMBURSEMENT OF EXPENSES, AND
APPROVING SERVICE AWARDS

21 Assigned for All Purposes to:
22 Hon. Marie S. Weiner, Dept. 2

23 DATE: July 25, 2023
24 TIME: 2:00 pm

25 Date Action Filed: 03/28/18

28

[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL, APPROVING PLAN OF ALLOCATION, AND AWARDING ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND APPROVING SERVICE AWARDS

1 WHEREAS, the Court is advised that the Parties, through their counsel, have agreed, subject
2 to Court approval following notice to the Settlement Class and a hearing, to settle this Action upon
3 the terms and conditions set forth in the Stipulation of Settlement dated January 24, 2023 (the
4 “Stipulation” or “Settlement”);¹ and

5 WHEREAS, on February 7, 2023, the Court entered its Order Preliminarily Approving
6 Settlement and Providing for Notice, which preliminarily approved the Settlement, and approved the
7 form and manner of notice to the Settlement Class of the Settlement, and said notice has been made,
8 and the fairness hearing having been held; and

9 NOW, THEREFORE, based upon the Stipulation and all of the filings, records and
10 proceedings herein, and it appearing to the Court upon examination that the Settlement set forth in
11 the Stipulation is fair, reasonable and adequate, and upon a Settlement Fairness Hearing having been
12 held after notice to the Settlement Class of the Settlement to determine if the Settlement is fair,
13 reasonable, and adequate and whether the Final Judgment should be entered in this Action:

14 **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

15 A. The provisions of the Stipulation, including definitions of the terms used therein, are
16 hereby incorporated by reference as though fully set forth herein.

17 B. This Court has jurisdiction of the subject matter of this Action and over all of the
18 Parties and all Settlement Class Members.

19 C. The Settlement Class is certified and Plaintiffs Ian Green and Cardella Family Irrevoc
20 Trust U/A 06/17/15, whom the Court previously appointed as Class Representatives for the Certified
21 Class, have adequately represented the Class and shall remain in that role, as Settlement Class
22 Representatives. The Class Members are ascertainable and it is impracticable to bring all of them
23 before the Court individually. Common questions of law and fact predominate over individual issues.
24 The claims of the Class Representatives are typical of the claims of the Settlement Class. Class
25 treatment is superior to individual lawsuits for resolving the claims alleged.

26
27
28 ¹ All capitalized terms not defined herein are defined in the Stipulation.

1 D. The form, content, and method of dissemination of notice given to the Settlement Class
2 was adequate and reasonable and constituted the best notice practicable under the circumstances,
3 including individual notice to all Settlement Class Members who could be identified through
4 reasonable effort.

5 E. Notice, as given to the Settlement Class, complied with the requirements of California
6 law, satisfied the requirements of due process, and constituted due and sufficient notice of the matters
7 set forth herein.

8 F. The Settlement set forth in the Stipulation, which calls for a cash payment in the
9 amount of \$107.5 million, is fair, reasonable, and adequate.

10 (i) The Settlement was negotiated at arm's length by the Parties, all of whom were
11 represented by highly experienced and skilled counsel. The Settlement was reached only after, among
12 other things: (a) extensive proceedings, including motion practice, in this Action and in the Federal
13 Action, as well as related proceedings on appeal; (b) the completion of a substantial amount of fact
14 discovery in this Action, including 21 depositions of fact witnesses and the production of millions of
15 pages of documents by or on behalf of Defendants and third parties; (c) two mediations conducted by
16 an experienced mediator who was thoroughly familiar with this Action; (d) prior to the mediations,
17 the exchange between the Plaintiffs and Defendants of detailed mediation statements, together with
18 accompanying documentary exhibits, which highlighted the factual and legal issues in dispute;
19 (e) follow-up negotiations between Plaintiffs and Defendants with the assistance of the mediator and
20 the involvement, on certain occasions, of the Federal Plaintiff; and (f) Plaintiffs' Counsel's extensive
21 investigations. Accordingly, the Parties were well-positioned to evaluate the settlement value of this
22 Action. The Stipulation has been entered into in good faith and is not collusive.

23 (ii) If the Settlement had not been achieved, the Parties faced the expense, risk,
24 and uncertainty of extended litigation. The Court takes no position on the merits of the Parties'
25 arguments, but notes these arguments as evidence in support of the reasonableness of the Settlement.

26 G. Plaintiffs and their counsel have fairly and adequately represented the interests of
27 Settlement Class Members in connection with the Settlement.

28

1 H. Plaintiffs, all Settlement Class Members, and Defendants are hereby bound by the
2 terms of the Settlement set forth in the Stipulation.

3 **IT IS HEREBY ORDERED THAT:**

4 1. The Settlement, on the terms set forth in the Stipulation, is finally approved as fair,
5 reasonable, and adequate, and, based on the findings set forth above, the Settlement Class defined in
6 the Stipulation is certified. The Settlement shall be consummated in accordance with the terms and
7 provisions of the Stipulation. The Parties shall bear their own costs, except as otherwise provided in
8 the Stipulation.

9 2. All Released Parties as defined in the Stipulation are fully and finally released in
10 accordance with, and as defined in, the Stipulation.

11 3. Upon the Effective Date, Plaintiffs and each Settlement Class Member, including the
12 Federal Plaintiff, shall be deemed to have, and by operation of this Final Judgment shall have, fully,
13 finally, and forever released, relinquished, and discharged all Released Claims against the Released
14 Parties, whether or not such Settlement Class Member executes and delivers a Proof of Claim and
15 Release.

16 4. Upon the Effective Date, each of the Released Parties shall be deemed to have, and by
17 operation of this Final Judgment shall have, fully, finally, and forever released Plaintiffs, Plaintiffs'
18 Counsel, and each and all of the Settlement Class Members, including the Federal Plaintiff, from all
19 Released Defendants' Claims.

20 5. All Settlement Class Members who have not timely made their objections to the
21 Settlement in the manner provided in the Notice of Proposed Settlement of Class Action ("Notice")
22 are deemed to have waived any objections by appeal, collateral attack, or otherwise.

23 6. All Settlement Class Members who have failed to properly and timely submit valid
24 requests for exclusion (requests to opt out) from the Settlement Class are bound by the terms and
25 conditions of the Stipulation and this Final Judgment.

26 7. The requests for exclusion by the persons or entities identified in Exhibit A to this
27 Final Judgment are accepted by the Court.

28

1 8. All other provisions of the Stipulation are incorporated into this Final Judgment as if
2 fully rewritten herein.

3 9. Plaintiffs and all Settlement Class Members, including the Federal Plaintiff, are hereby
4 permanently barred and enjoined from instituting, commencing, maintaining, or prosecuting in any
5 court or tribunal any of the Released Claims against any of the Released Parties.

6 10. Neither the Stipulation nor the Settlement, nor any act performed or document
7 executed pursuant to or in furtherance of the Stipulation or the Settlement:

8 (a) shall be offered or received against any Defendant as evidence of, or construed
9 as or deemed to be evidence of, any presumption, concession, or admission by any Defendant of the
10 truth of any of the allegations in the Action or the Federal Action, or the validity of any claim that has
11 been or could have been asserted in the Action or the Federal Action, or the deficiency of any defense
12 that has been or could have been asserted in the Action or the Federal Action, including, but not
13 limited to, litigation of the Released Claims, or of any liability, negligence, fault, or wrongdoing of
14 any kind of any Defendant;

15 (b) shall be offered or received against any Defendant as evidence of a
16 presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing,
17 or in any way referred to for any other reason as against any Defendant, in any other civil, criminal,
18 or administrative action or proceeding, in any jurisdiction, other than such proceedings as may be
19 necessary to effectuate the provisions of the Stipulation; provided, however, that Defendants may
20 refer to the Stipulation to effectuate the liability protection granted them hereunder;

21 (c) shall be construed as or received in evidence as an admission, concession,
22 finding or presumption against Defendants that the consideration to be given hereunder represents the
23 amount which could be or would have been recovered after trial or in any proceeding other than this
24 Settlement, or that any of the claims of Plaintiffs, Federal Plaintiff, or Settlement Class Members have
25 merit;

26 (d) shall be construed as or received in evidence as an admission, concession,
27 finding or presumption against Plaintiffs, the Federal Plaintiff, or any Settlement Class Member that
28

1 any of their claims are without merit, or that any defenses asserted by Defendants have merit, or that
2 damages recoverable in this Action or the Federal Action, or pursuant to any subsequent operative
3 complaint filed in this Action or the Federal Action, would have exceeded the Settlement Fund; and

4 (e) Notwithstanding the foregoing, Defendants, Plaintiffs, Federal Plaintiff,
5 Settlement Class Members and/or the Released Parties may file the Stipulation and/or this Final
6 Judgment in any action that may be brought against them in order to support a defense or counterclaim
7 based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar
8 or reduction or any other theory of claim preclusion or issue preclusion or similar defense or
9 counterclaim.

10 11. The Court hereby finds and concludes that the Action was brought, prosecuted and/or
11 defended in good faith, with a reasonable basis.

12 12. Pursuant to and in full compliance with California law, this Court hereby finds and
13 concludes that due and adequate notice was directed to all Persons and entities who are Settlement
14 Class Members advising them of the Plan of Allocation and of their right to object thereto, and a full
15 and fair opportunity was accorded to all Persons and entities who are Settlement Class Members to
16 be heard with respect to the Plan of Allocation.

17 13. The Court hereby finds and concludes that the formula for the calculation of the claims
18 of Authorized Claimants, which is set forth in the Notice sent to Settlement Class Members, provides
19 a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund established
20 by the Stipulation among Settlement Class Members, with due consideration having been given to
21 administrative convenience and necessity. Defendants and their Related Parties shall have no
22 responsibility or liability for determining the allocation of, or distributing, any payments to any
23 Settlement Class Members or Authorized Claimants or for any other matters pertaining to the Plan of
24 Allocation.

25 14. The Court hereby awards Plaintiffs' Counsel attorneys' fees of \$ **# 35,833,333**, plus
26 expenses in the amount of \$ **843,852**, together with a proportionate share of the interest earned
27 on the Settlement Fund, at the same rate as that earned on the Settlement Fund, from the date of the
28

1 establishment of the Settlement Fund to the date of payment. The Court finds that the amount of fees
2 awarded is fair, reasonable, and appropriate, given the contingent nature of the case and the substantial
3 risks of non-recovery, the time and effort involved, and the result obtained for the Class.

4 15. The awarded attorneys' fees and expenses and interest earned thereon shall
5 immediately be paid to Lead Counsel from the Settlement Fund subject to the terms, conditions, and
6 obligations of the Stipulation, which terms, conditions, and obligations are incorporated herein.

7 16. Plaintiffs and the Federal Plaintiff are awarded the following amounts: Cardella
8 Family Irrevoc Trust U/A 06/17/15, \$15,000; Ian Green, \$15,000; Iron Workers Local No. 25
9 Pension Fund, \$15,000. Such payments are appropriate considering their active participation in
10 representing the interests of the Settlement Class, as attested to by the declarations submitted to the
11 Court. The payments are to be made from the Settlement Fund.

12 17. In the event that the Stipulation is terminated in accordance with its terms: (i) this Final
13 Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*; and (ii) this Action shall
14 proceed as provided in the Stipulation.

15 18. Without affecting the finality of this Final Judgment in any way, this Court retains
16 continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of
17 the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c)
18 hearing and determining applications for attorneys' fees, interest, and expenses in the Action; and (d)
19 all Parties hereto for the purpose of construing, enforcing, and administering the Stipulation.

20 19. For the reasons stated in the Reply Memorandum of Points and Authorities, the Court
21 overrules the objections of Larry D. Killion and James J. Wacker.

22 20. Plaintiffs shall promptly file and serve Notice of
23 Entry of Judgment.

24 DATED: July 27, 2023



THE HONORABLE MARIE S. WEINER
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

Exhibit A-1

Timely Exclusion Requests from the Settlement Class

1. Barbara J. Dash
2. Elese M. Talone
3. Joseph L. Lestieri
4. Lona L. Peterson
5. Laura E. Werry
6. David J. Smyth
7. Michael Banks
8. Jeffrey J. Mosteller
9. Estate of Mr. E. Vos
10. Diane M. Giles
11. Marta Hage
12. Miriam Villanueva
13. Hans Leisentritt
14. Bessie Gray
15. Herbert Muhl
16. Joan Polea
17. Andrea Pickard
18. Rodney M. Welk
19. Sandra Liatsos
20. Mark D. Van DeWege
21. Catherine Killen
22. Estate of Paul Winicki
23. Alfred Bracht
24. Otto Langenbacher
25. Estate of Louise Kozerski
26. Susan Byrdy
27. Siobhan Caverly
28. George Thomas Davis
29. Marcia E. McKinney
30. Bradley Dettinger
31. Naomi Judy
32. Betty Ann Stewart
33. Doris F. Chisler
34. Denyse R. Rice
35. Richard S. Wagner
36. Diane M. Lathrop
37. Kay R. Kelly
38. Borel Setten
39. Robert C. Cohen
40. Lynda Frances Bassett
41. James D. Brothers
42. Diana LeJeune
43. Michelle Schumacher
44. Roger Deminna
45. Virginia Winston
46. Jacqueline C. Boyson
47. Herbert A. Kai
48. Madelina R. Sabato
49. Cynthia S. Tiger
50. Elizabeth Mary Thomas
51. Jean-Marie Fierling
52. Lisa MacFarlane
53. Myra Kiely
54. Patricia Garvey
55. Donna Lenifero
56. Carol H. Antunano
57. Marion L. Dodd GDN
58. John A. Suchina
59. Samuel M. Sokoloff
60. Melba J. Roberts
61. Jesse A. Perez
62. Donald Cronin
63. Barbara G. Bayne
64. Francesco Bonetti
65. Elizabeth J. Gow
66. Alberto Coll
67. Lola Escalante
68. Joshua Meyer
69. Vernelie Overman
70. Hilke Borbath
71. Louis A. DiMauro Jr.
72. Helen L. Nolte
73. Robert Lee McCumber Trustee
74. Marcella A. Martelli
75. Arlene L. Storm
76. Dennis D. Johnson
77. Charles E. Ohman
78. Althea Grace Piveda
79. George Leskevich
80. Michael J. DeSantis

Exhibit A-1

Timely Exclusion Requests from the Settlement Class

81. Judith Ann Payne
82. Otto E. Ehlers, Sr. Trust
83. Junko Sakazume
84. Monica M. Pollich
85. Anneliese M. Pollich
86. Bruno Isaia Schiesser
87. Julie Bowles
88. Margot Pieroway
89. Linda Kay Harris
90. Cecil J. Shaffer
91. Ivan Prikyl
92. E. Brown
93. Debbie Jernigan
94. Marc Schmitt
95. Barbara A. Baylard
96. Susana Sabadias
97. Norbert Wurle
98. Xavier Douchez
99. Jan Bojtos
100. Melba J Roberts
101. Vivien Joan Lambert
102. Giacinta Coriale
103. Katerina Louise Nommeots-Nomm

Exhibit A-2

Untimely Exclusion Requests from the Settlement Class

1. Barbara A Baylard on behalf of
Jonathan Steward, Deceased

Exhibit A-3

Timely Exclusion Requests from the Certified Class

1. Joseph Baczynski
2. Elese M Talone
3. Alberto Coll
4. Donald B Gibson
5. Cynthia Winterhalter
6. Gloria Danet
7. Howard Easton
8. Marta Hage
9. Jennifer Jarret
10. Michael Niegel
11. Sandra Ellis
12. Jacqueline Suzanne Jones
13. Carol J. Arney
14. Robert De Bie
15. Hiroshi Matsuo
16. Cornelia H.M. Kerner-Huipen
17. Joseph Lettieri
18. Barbara J Dash
19. Marilyn B. Hilgers Trust
20. Miriam H. Rothengatter
21. Elizabeth Kesang
22. Cardo Investments Lp
23. Carlos Khouri Silva
24. Berenika Duda Uhryn
25. Arnold S. Berger, Phd
26. Marco Taddia
27. Alfred Borg
28. Ms. Goh Siew Lee
29. Carlos Khouri Silva
30. Bonita Hempel
31. Vivien Joan Lambert
32. S. Fil
33. Kenneth H. Peek Jr.
34. Michael Canry
35. Mark Francis Boffa
36. Antje Everink
37. Irmell Paanu-Eskola
38. John Mostyn
39. Linda L. Johnson
40. Tuomo Tainela
41. Scott L. Mccarthy
42. Luca Razzi
43. Ziad Odeh
44. Oran Cunning
45. Virginia Long
46. Russell Martin
47. Karalee A Moore

Exhibit A-4

Untimely Exclusion Requests from the Certified Class

1. Peter Craig
2. Anna Mounier
3. Agnes Prince-Crespel
4. Tay Hong Neo Catherine
5. Luca Razzi
6. Jeanne Newton
7. George Risly
8. Cheung Wai Chung



SUPERIOR COURT OF SAN MATEO COUNTY

400 County Center 800 North Humboldt Street
Redwood City, CA 94063 San Mateo, CA 94401
(650) 261-5100
www.sanmateocourt.org

FILED

SAN MATEO COUNTY

7/27/2023

Clerk of the Superior Court

/s/ Andrea Daley

DEPUTY CLERK

CLERK'S CERTIFICATE OF SERVICE BY MAIL

Date: 7/27/2023
In the Matter of: JAMES RAGSDALE vs MICRO FOCUS INTERNATIONAL PLC
Case No.: 18-CIV-01549
Documents: JUDGMENT AND ORDER GRANTING FINAL APPROVAL, APPROVING PLAN OF ALLOCATION, AND AWARDED ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND APPROVING SERVICE AWARDS

I certify that I am a Deputy Clerk of the San Mateo County Superior Court, that I am not a party to this cause, and that the above-listed documents were served upon the persons whose names and addresses are set forth below, on this date in San Mateo County, California, by placing the documents for collection and mailing so as to cause it to be mailed with the United States Postal Service by first class mail in a sealed addressed envelope with postage fully prepaid, following standard court practices. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on: 7/27/2023

Neal I Taniguchi, Court Executive Officer/Clerk

By: /s/ Andrea Daley

Andrea Daley, Deputy Clerk

Copies Mailed To:

SEE ATTACHED SERVICE LIST:

SERVICE LIST
Micro Focus, Class Action Master File 18CIV1549
as of July 2023

Plaintiffs' Co-Lead Counsel:

MARK MOLUMPY
TYSON REDENBARGER
JULIA PENG
COTCHETT PITRE & McCARTHY LLP
840 Malcolm Road, Suite 200
Burlingame, CA 94010
(650) 697-6000
mmolumphy@cpmlegal.com
tredenbarger@cpmlegal.com
jpeng@cpmlegal.com

JAMES JACONETTE
ROBBINS GELLER RUDMAN
& DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101-8498
(619) 231-1058
jamesj@rgrdlaw.com

JOSEPH RUSSELLO
ROBBINS GELLER RUDMAN
& DOWD LLP
58 South Service Road, Suite 200
Melville, NY 11747
(631) 367-7100
[jrussello@rgrdlaw.com](mailto:jrusello@rgrdlaw.com)

JOHN JASNOCH
JOSEPH PETTIGREW
SCOTT + SCOTT
600 West Broadway, Suite 3300
San Diego, CA 92101
(619) 233-4565
jjasnoch@scott-scott.com
jpettigrew@scott-scott.com

JEFFREY JACOBSON
SCOTT + SCOTT
The Helmsley Building, 17th Floor
230 Park Avenue
New York City, NY 10169
(212) 223-6444

jjacobsen@scott-scott.com

AMANDA LAWRENCE
SCOTT + SCOTT
156 South Main Street
P.O. Box 192
Colchester, CT 06415
(860) 537-5537
alawrence@scott-scott.com

Attorneys for Defendants:

LEE RUBIN
CHRISTOPHER KELLY
MAYER BROWN LLP
Two Palo Alto Square, Suite 300
3000 El Camino Real
Palo Alto, CA 94306
(650) 331-2000
lrubin@mayerbrown.com
cjkelly@mayerbrown.com

SARAH BALKISSOON
MAYER BROWN LLP
575 Market Street, Suite 2500
San Francisco, CA 94105
(650) 331-2000
sbalkissoon@mayerbrown.com

TIMOTHY CAMERON
LAUREN ROSENBERG
PERRY GOFFNER
CRAVATH SWAINE & MOORE LLP
825 Eighth Avenue
New York City, NY 10019
(212) 474-1000
tcameron@cravath.com
lrosenberg@cravath.com

Attorneys for Hsu:

DANIEL BERGESON
JOHN PERNICK
ADAM TRIGG
BERGESON LLP
111 North Market Street, Suite 600
San José, CA 95113
(408) 291-6200

EXHIBIT 26

FILED
Superior Court of California
County of Los Angeles

06/06/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Bevin Allen Pike (SBN 221936)
Bevin.Pike@capstonelawyers.com
3 Daniel Jonathan (SBN 262209)
Daniel.Jonathan@capstonelawyers.com
4 Trisha K. Monesi (SBN 303512)
Trisha.Monesi@capstonelawyers.com
5 CAPSTONE LAW APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Juan Canela

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11
12 JUAN CANELA, individually, and on behalf of
13 other members of the general public similarly
situated,

14 Plaintiff,

15 vs.

16 HELIX ELECTRIC, INC., a California
17 corporation; and DOES 1 through 10, inclusive,

18 Defendants.

Case No. BC721327

Assigned to the Hon. Stuart M. Rice

~~AMENDED PROPOSED~~ ORDER AND
JUDGMENT GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS AND
EXPENSES, AND A CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT

Date: June 5, 2023

Time: 10:30 a.m.

Place: Department 1

Complaint Filed: September 17, 2018

Electronically Received 06/05/2023 01:43 PM

1 **ORDER AND JUDGMENT**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
3 Action Settlement and Motion for Attorneys’ Fees, Costs and Expenses, and a Class Representative
4 Enhancement Payment (collectively, the “Motions”). Due and adequate notice having been given to Class
5 Members as required by the Court’s Preliminary Approval Order, and the Court having reviewed the
6 Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully
7 informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
9 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
10 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
12 Amended Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement” or
13 “Settlement”), together with the definitions and terms used and contained therein.

14 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
15 parties to the action, including all members of the Settlement Class.

16 4. The Class Notice fully and accurately informed Class Members of all material elements
17 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable
18 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
19 with the laws of the State of California and due process. The Class Notice fairly and adequately described
20 the settlement and provided Class Members with adequate instructions and a variety of means to obtain
21 additional information.

22 5. Class Members were given a full opportunity to participate in the Final Approval hearing,
23 and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court
24 determines that all Class Members who did not timely and properly opt out of the settlement are bound by
25 this Order.

26 6. The Court has considered all relevant factors for determining the fairness of the settlement
27 and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court
28 finds that the settlement was reached following meaningful discovery and investigation conducted by

1 Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and arm's-length
2 negotiations between the Parties; and that the terms of the settlement are in all respects fair, adequate, and
3 reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to which
10 the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to
16 continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendant or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
21 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
24 whatsoever by or against Defendant or any of the other Released Parties.

25 10. With the exception of Sergio Sotelo Jimenez and Minna Gonzales who opted out of the
26 Settlement Class, final approval shall be with respect to: All persons who were employed by Defendant
27 Helix Electric, Inc. in the State of California in non-exempt positions at any time from September 17, 2014
28 through June 30, 2022 ("Participating Class Members").

1 11. Plaintiff Juan Canela is an adequate and suitable representative and is hereby appointed
2 the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and
3 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement
4 Class, and that his interests are aligned with those of the Settlement Class.

5 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
6 \$7,500 for his service on behalf of the Settlement Class, and for agreeing to a general release of all claims
7 arising out of his employment with Defendant.

8 13. The Court finds that the attorneys at Capstone Law APC have the requisite qualifications,
9 experience, and skill to protect and advance the interests of the Settlement Class. The Court therefore finds
10 that counsel satisfy the professional and ethical obligations attendant to the position of Class Counsel, and
11 hereby appoints Capstone Law APC as counsel for the Settlement Class.

12 14. The settlement of civil penalties under PAGA in the amount of \$200,000 is hereby
13 approved. Seventy-Five Percent (75%), or \$150,000, shall be paid to the California Labor and Workforce
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$50,000, will be paid to PAGA
15 Members.

16 15. The Court hereby awards \$2,166,667 in attorneys' fees and \$32,216.78 in costs and
17 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable
18 for a contingency fee in a class action such as this; i.e., one-third of the common fund created by the
19 settlement. The Court finds that the award of attorneys' fees is appropriate in light of the benefit obtained
20 for the class and the efficiency with which class counsel conducted the litigation.

21 16. The Court approves settlement administration costs and expenses in the amount of
22 \$29,000 to CPT Group, Inc.

23 17. All Class Members were given a full and fair opportunity to participate in the Approval
24 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
25 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
26 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order and
27 Judgment shall be forever binding on all Participating Class Members. These Participating Class Members
28 have released and forever discharged the Released Parties for any and all Released Class Claims during

1 the Class Period:

2 All state and federal claims, rights, demands, liabilities, and causes of action,
3 reasonably arising from, or related to, the facts alleged in the First Amended
4 Complaint during the Class Period, including: (i) all claims for unpaid overtime;
5 (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum
6 wages; (iv) all claims for the failure to timely pay wages upon termination; (v) all
7 claims for the failure to timely pay wages during employment; (vi) all claims for
8 wage statement violations; (vii) all claims for failure to provide reporting time pay;
9 (viii) all claims for the failure to reimburse for necessary business expenses; and
10 (ix) all claims asserted through California Business & Professions Code §§ 17200,
11 *et seq.* Any and all federal claims predicated on the foregoing claims, including
12 but not limited to claims under the Fair Labor Standards Act (“FLSA”), shall
13 likewise be released, and shall be barred by the settlement by virtue of *res judicata*,
14 in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.*, 889 F.3d 1106 (9th
15 Cir. 2018).

16 18. Additionally, all PAGA Members and the LWDA have released and forever discharged
17 the Released Parties for any and all Released PAGA Claims during the PAGA Period: All claims for civil
18 penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been
19 brought based on the facts and/or allegations alleged in Plaintiff’s LWDA letter during the PAGA Period.

20 19. Judgment in this matter is entered in accordance with the above findings.

21 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
22 continuing jurisdiction over the above-captioned action and the parties, including all Participating
23 Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered
24 herein.

25 21. Plaintiff shall file a declaration from the Settlement Administrator regarding the
26 completion of settlement administration activities no later than June 4, 2024. The non-appearance Final
27 Accounting Hearing is set for June 11, ^{GEG}~~2023~~ at 4 p.m. Plaintiff shall give notice of this Order and Judgment
28 to Class Members, pursuant to rule 3.771 of the California Rules of Court, by posting an electronic copy
of this Order and Judgment on the Settlement Administrator’s website.

IT IS SO ORDERED, ADJUDGED, AND DECREED.



Dated: _____

Stuart M. Rice / Judge

HON. STUART M. RICE
Los Angeles County Superior Court Judge

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **June 5, 2023**, I served the document described as: **[AMENDED PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS’ FEES, COSTS AND EXPENSES, AND A CLASS REPRESENTATIVE ENHANCEMENT PAYMENT** on the interested parties in this action by sending the original [or] a true copy thereof to interested parties as follows [or] as stated on the attached service list:

Jon Yonemitsu (SBN 199026)
jyonemitsu@littler.com
Noah J. Woods (SBN 264823)
nwoods@littler.com
Littler Mendelson, P.C.
501 W Broadway, Suite 900
San Diego, CA 90067
Tel.: (619) 232-0441
Fax: (619) 232-4302

Attorneys for Defendant
HELIX ELECTRIC, INC.

- BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via Case Anywhere to the individuals listed above, as they exist on that database. This will constitute service of the document(s).
- BY PERSONAL SERVICE:** I caused delivery of the document(s), enclosed in a sealed envelope. by hand via ProLegal Network to the offices of the addressee(s) named herein.
- BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

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

Executed **June 5, 2023**, at Los Angeles, California.

Xochitl Tapia
Type/Print Name


Signature

EXHIBIT 27

D-2

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 ELLEN GUSIKOFF STEWART (144892)
JAMES I. JACONETTE (179565)
3 RACHEL L. JENSEN (211-56)
ASHLEY M. PRICE (281797)
4 655 West Broadway, Suite 1900
San Diego, CA 92101
5 Telephone: 619/231-1058
Fax: 619/231-7423

6 COTCHETT, PITRE & McCARTHY, LLP
7 MARK C. MOLUMPHY (168009)
TAMARAH P. PREVOST (313422)
8 San Francisco Airport Office Center
840 Malcolm Road, Suite 200
9 Burlingame, CA 94010
Telephone: 650/697-6000
10 Fax: 650/697-0577

11 *Co-Lead Class Counsel for Plaintiffs*

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN MATEO

14 In re SUNRUN, INC. SHAREHOLDER
15 LITIGATION

Lead Case No. CIV538215

CLASS ACTION

16 This Document Relates To:

Assigned to: Hon. Marie S. Weiner

17 ALL ACTIONS.

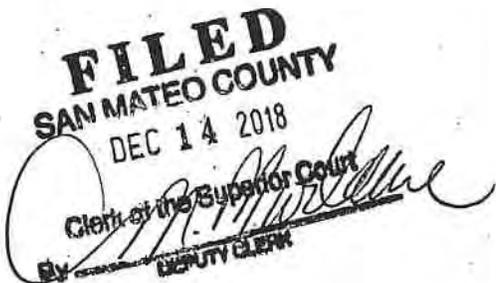
18 **NOTICE OF ENTRY OF JUDGMENT AND
ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

19 DATE: December 14, 2018

20 TIME: 11:00 a.m.

21 DEPT: 2

22 DATE ACTION FILED: 4/13/16



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

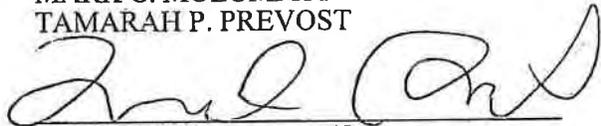
TO THE COURT AND ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that, on December 14, 2018, the Court entered the attached Judgment and Order Granting Final Approval of Class Action Settlement attached hereto as Exhibit A.

DATED: December 14, 2018

Respectfully submitted,

COTCHETT, PITRE & McCARTHY, LLP
MARK C. MOLUMPY
TAMARAH P. PREVOST



TAMARAH P. PREVOST
San Francisco Airport Office Center
840 Malcolm Road, Suite 200
Burlingame, CA 94010
Telephone: 650/697-6000
650/697-0577 (fax)

Co-Lead Class Counsel for Plaintiffs

EXHIBIT A

**ENDORSED FILED
SAN MATEO COUNTY**

DEC 14 2018

Clerk of the Superior Court
By TERRI MARAGOULAS
DEPUTY CLERK

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 JAMES I. JACONETTE (179565)
ELLEN GUSIKOFF STEWART (144892)
3 RACHEL L. JENSEN (211456)
ASHLEY M. PRICE (281797)
4 655 West Broadway, Suite 1900
San Diego, CA 92101
5 Telephone: 619/231-1058
619/231-7423 (fax)

6 COTCHETT, PITRE & McCARTHY, LLP
7 MARK C. MOLUMPY (168009)
TAMARAH P. PREVOST (313422)
8 San Francisco Airport Office-Center
840 Malcolm Road, Suite 200
9 Burlingame, CA 94010
Telephone: 650/697-6000
10 650/697-0577 (fax)

11 Co-Lead Class Counsel for Plaintiffs

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN MATEO

14 In re SUNRUN INC. SHAREHOLDER
15 LITIGATION

) Lead Case No. CIV538215

) CLASS ACTION

16 This Document Relates To:

) Assigned to: Hon. Marie S. Weiner

17 ALL ACTIONS.

) JUDGMENT AND ORDER GRANTING
18 FINAL APPROVAL OF CLASS ACTION
SETTLEMENT

19 DEPT: 2
20 DATE ACTION FILED: 4/13/16



FILE BY FAX

SCANNED

1 WHEREAS, the Court is advised that the Parties,¹ through their counsel, have agreed, subject to
2 Court approval following notice to the Class and a hearing, to settle this Action upon the terms and
3 conditions set forth in the Stipulation of Settlement dated August 23, 2018 (the "Stipulation" or
4 "Settlement"); and

5 WHEREAS, on September 14, 2018, the Court entered its Order Preliminarily Approving
6 Settlement and Providing for Notice, which preliminarily approved the Settlement, and approved the
7 form and manner of notice to the Class of the Settlement, and said notice has been made, and the
8 fairness hearing having been held; and

9 NOW, THEREFORE, based upon the Stipulation and all of the filings, records and proceedings
10 herein, and it appearing to the Court upon examination that the Settlement set forth in the Stipulation is
11 fair, reasonable and adequate, and upon a Settlement Fairness Hearing having been held after notice to
12 the Class of the Settlement to determine if the Settlement is fair, reasonable, and adequate and whether
13 the Final Judgment should be entered in this Action;

14 **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

15 A. The provisions of the Stipulation, including definitions of the terms used therein, are
16 hereby incorporated by reference as though fully set forth herein.

17 B. This Court has jurisdiction of the subject matter of this Action and over all of the Parties
18 and all Class Members.

19 C. The form, content, and method of dissemination of notice given to the Class was
20 adequate and reasonable and constituted the best notice practicable under the circumstances, including
21 individual notice to all Class Members who could be identified through reasonable effort.

22 D. Notice, as given, complied with the requirements of California law, satisfied the
23 requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

24
25
26
27
28

¹ As used herein, the term "Parties" means Plaintiffs Jeffrey L. Pytel and Jackie L. Nunez and Defendants Sunrun Inc., Lynn Jurich, Bob Komin, Edward Fenster, Jameson McJunkin, Gerald Risk, Steve Vassallo, Richard Wong, Credit Suisse Securities (USA) LLC, Goldman Sachs & Co. LLC (f/k/a Goldman, Sachs & Co.), Morgan Stanley & Co. LLC, Merrill Lynch, Pierce Fenner & Smith Incorporated, RBC Capital Markets, LLC, KeyBanc Capital Markets Inc., SunTrust Robinson Humphrey, Inc., Foundation Capital VI, L.P. and Foundation Capital Management Co. VI, LLC.

1 E. The Settlement set forth in the Stipulation in the amount of \$32,000,000 is fair,
2 reasonable, and adequate.

3 (i) The Settlement was negotiated at arm's length by Plaintiffs on behalf of the Class
4 and by Defendants, all of whom were represented by highly experienced and skilled counsel. The case
5 settled only after, among other things: (a) a mediation conducted by an experienced mediator who was
6 thoroughly familiar with this Action; (b) the exchange between the Plaintiffs and the Sunrun Defendants
7 of detailed mediation statements prior to the mediation which highlighted the factual and legal issues in
8 dispute; (c) follow-up negotiations between the Plaintiffs and the Sunrun Defendants with the assistance
9 of the mediator; (d) Plaintiffs' Counsel's extensive investigation, which included, among other things, a
10 review of Sunrun's press releases, U.S. Securities and Exchange Commission filings, analyst reports,
11 media reports, and other publicly disclosed reports and information about the Defendants; (e) the
12 drafting and submission of detailed complaints; (f) extensive motion practice; (g) the review and
13 analysis of over one million pages of non-public documents produced by Defendants and third parties;
14 (h) certification of the Class and Subclass; and (i) a number of depositions. Accordingly, both the
15 Plaintiffs and Defendants were well-positioned to evaluate the settlement value of this Action. The
16 Stipulation has been entered into in good faith and is not collusive.

17 (ii) If the Settlement had not been achieved, both Plaintiffs and Defendants faced the
18 expense, risk, and uncertainty of extended litigation. The Court takes no position on the merits of either
19 Plaintiffs' or Defendants' arguments, but notes these arguments as evidence in support of the
20 reasonableness of the Settlement.

21 F. Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented the interest of
22 the Class Members and Subclass Members in connection with the Settlement.

23 G. Plaintiffs, all Class Members, and Defendants are hereby bound by the terms of the
24 Settlement set forth in the Stipulation.

25 **IT IS HEREBY ORDERED THAT:**

26 1. The Settlement on the terms set forth in the Stipulation is finally approved as fair,
27 reasonable, and adequate. The Settlement shall be consummated in accordance with the terms and
28

1 provisions of the Stipulation. The Parties are to bear their own costs, except as otherwise provided in
2 the Stipulation.

3 2. All Released Parties as defined in the Stipulation are released in accordance with, and as
4 defined in, the Stipulation.

5 3. Upon the Effective Date, Plaintiffs and each Class Member and Subclass Member shall
6 be deemed to have, and by operation of this Final Judgment shall have, fully, finally, and forever
7 released, relinquished, and discharged all Settled Claims against the Released Parties, whether or not
8 such Class Member or Subclass Member executes and delivers a Proof of Claim and Release.

9 4. Upon the Effective Date, each of the Released Parties shall be deemed to have, and by
10 operation of this Final Judgment shall have, fully, finally, and forever released Plaintiffs, Plaintiffs'
11 Counsel, and each and all of the Class Members and Subclass Members from all Settled Defendants'
12 Claims.

13 5. All Class Members and Subclass Members who have not made their objections to the
14 Settlement in the manner provided in the Notice of Proposed Settlement of Class Action ("Notice") are
15 deemed to have waived any objections by appeal, collateral attack, or otherwise.

16 6. All Class Members and Subclass Members who have failed to properly submit requests
17 for exclusion (requests to opt out) from the Class are bound by the terms and conditions of the
18 Stipulation and this Final Judgment.

19 7. The requests for exclusion by ~~the persons or entities identified in Exhibit A to this Final~~
20 ~~Judgment~~ are accepted by the Court.

21 8. All other provisions of the Stipulation are incorporated into this Final Judgment as if
22 fully rewritten herein.

23 9. Plaintiffs and all Class Members and Subclass Members are hereby barred and enjoined
24 from instituting, commencing, maintaining, or prosecuting in any court or tribunal any of the Settled
25 Claims against any of the Released Parties.

26 10. Neither the Stipulation nor the Settlement, nor any act performed or document executed
27 pursuant to or in furtherance of the Stipulation or the Settlement:
28

M

*Peter F. HOVELL, Wendy S. Henry,
Sraven Kumar Madadi, Robert & Patricia Komin, Erin Elahi,
Stephen P Kennard Jr., Gregory J. West, Carl L. Quinn, and John Giordano*

1 (a) shall be offered or received against Defendants as evidence of a presumption,
2 concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any way
3 referred to for any other reason as against Defendants, in any other civil, criminal, or administrative
4 action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of
5 the Stipulation; however, Defendants may refer to it to effectuate the liability protection granted them
6 hereunder;

7 (b) shall be construed as or received in evidence as an admission, concession, or
8 presumption against Plaintiffs or any of the Class Members or Subclass Members that any of their
9 claims are without merit, or that any defenses asserted by Defendants have any merit, or that damages
10 recoverable in this Action, or any subsequent operative complaint filed in this Action would have
11 exceeded the Settlement Fund; and

12 (c) Notwithstanding the foregoing, Defendants, Plaintiffs, Class Members and/or the
13 Released Parties may file the Stipulation and/or this Final Judgment in any action that may be brought
14 against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral
15 estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim
16 preclusion or issue preclusion or similar defense or counterclaim.

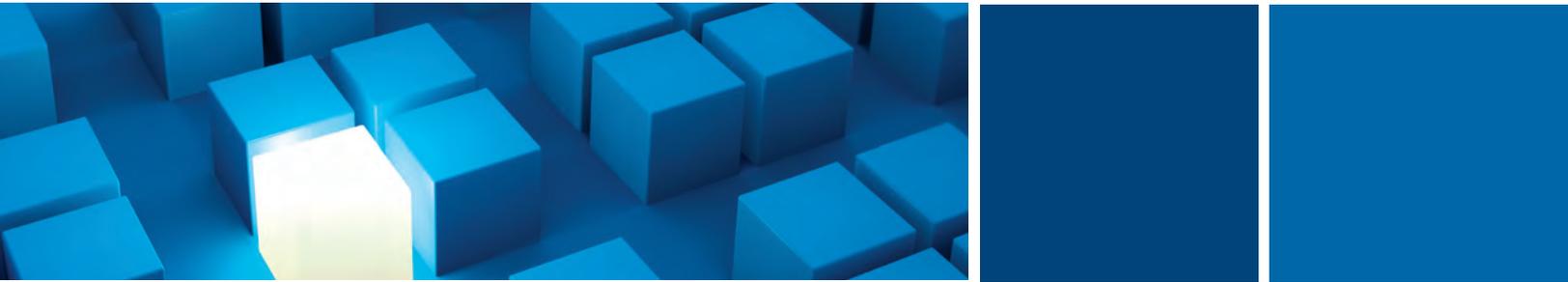
17 11. The Court hereby finds and concludes that the Action was brought, prosecuted and/or
18 defended in good faith, with a reasonable basis.

19 12. Pursuant to and in full compliance with California law, this Court hereby finds and
20 concludes that due and adequate notice was directed to all Persons and entities who are Class Members
21 and Subclass Members advising them of the Plan of Allocation and of their right to object thereto; and a
22 full and fair opportunity was accorded to all Persons and entities who are Class Members and Subclass
23 Members to be heard with respect to the Plan of Allocation.

24 13. The Court hereby finds and concludes that the formula for the calculation of the claims
25 of Authorized Claimants, which is set forth in the Notice sent to Class Members and Subclass Members,
26 provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund
27 established by the Stipulation among Class Members and Subclass Members, with due consideration
28 having been given to administrative convenience and necessity.

EXHIBIT 28

24 January 2023



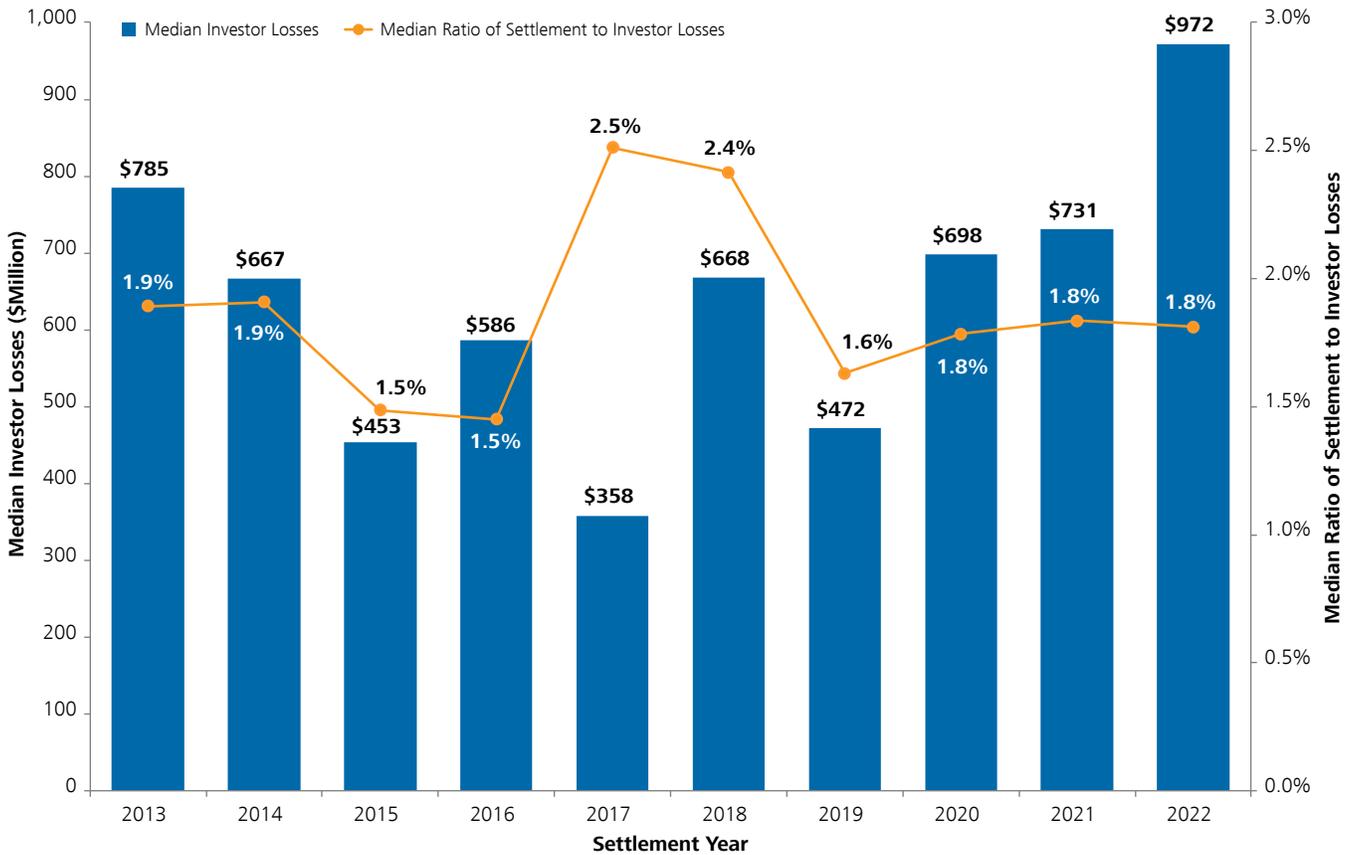
Recent Trends in Securities Class Action Litigation: 2022 Full-Year Review

Federal Filings Declined for the Fourth Consecutive Year

Average and Median Settlement Values Increased by More than 50%
Compared to 2021

By Janeen McIntosh, Svetlana Starykh, and Edward Flores

Figure 19. **Median NERA-Defined Investor Losses and Median Ratio of Settlement to Investor Losses by Settlement Year**
January 2013–December 2022



NERA has identified the following key factors as driving settlement amounts:

- NERA-Defined Investor Losses;
- The market capitalization of the issuer immediately after the end of the class period;
- The types of securities (in addition to common stock) alleged to have been affected by the fraud;
- Variables that serve as a proxy for the merit of plaintiffs' allegations (e.g., whether the company has already been sanctioned by a government or regulatory agency or paid a fine in connection with the allegations);
- The stage of litigation at the time of settlement; and
- Whether an institution or public pension fund is named lead plaintiff (see Figure 20).

About NERA

NERA Economic Consulting (www.nera.com) is a global firm of experts dedicated to applying economic, finance, and quantitative principles to complex business and legal challenges. For more than six decades, we have been creating strategies, studies, reports, expert testimony, and policy recommendations for government authorities and the world's leading law firms and corporations. We bring academic rigor, objectivity, and real-world industry experience to issues arising from competition, regulation, public policy, strategy, finance, and litigation.

NERA's clients value our ability to apply and communicate state-of-the-art approaches clearly and convincingly, our commitment to deliver unbiased findings, and our reputation for quality and independence. Our clients rely on the integrity and skills of our unparalleled team of economists and other experts backed by the resources and reliability of one of the world's largest economic consultancies. Continuing our legacy as the first international economic consultancy, NERA serves clients from major cities across North America, Europe, and Asia Pacific.

Contacts

For further information, please contact:



Janeen McIntosh

Senior Consultant
New York City: +1 212 345 1375
janeen.mcintosh@nera.com



Svetlana Starykh

Senior Consultant
White Plains, NY: +1 914 448 4123
svetlana.starykh@nera.com



Edward Flores

Senior Consultant
New York City: +1 212 345 2955
edward.flores@nera.com

The opinions expressed herein do not necessarily represent the views of NERA Economic Consulting or any other NERA consultant.



To receive publications, news, and insights from NERA, please visit www.nera.com/subscribe.

Visit www.nera.com to learn more about our practice areas and global offices.

EXHIBIT 29

Law Firm Billing Rates

Plaintiffs' Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Bernstein Litowitz Berger & Grossman LLP	In re Oracle Corporation Securities Litigation, No. 5:18-cv-04844-BLF	(N.D.Cal.) (Dec. 2022) (Dkt. No. 140)	Associate: \$425 - \$575 Staff Attorney: \$425 - \$450 Investigator: \$325 - \$600 Paralegal: \$335 - \$375	\$850 - \$1,100
	Lord Abbett Affiliated Fund, Inc., et al. v. Navient Corp., et al., No. 1:16-cv-00112--MN	(D. Del.) (Feb. 2022) (Dkt. No. 347-5)	Senior Counsel: \$775 Associate: \$425 - \$700 Staff Attorney: \$350 - \$400 Paralegal: \$325 - \$350	\$900 - \$1,300
	SEB Investment Management AB, et al. v. Symantec Corporation and Gregory S. Clark, No. 3:18-cv-02902-WHA	(N.D.Cal.) (Dec. 2021) (Dkt. No. 415-3)	Senior Counsel: \$775 - \$800 Associate: \$425 - \$575 Staff Attorney: \$375 - \$425 Investigator: \$300 - \$575 Paralegal: \$325 - \$350	\$875 - \$1,300
Boies, Schiller & Flexner LLP	Brown et al. v. Google LLC, No. 4:30-cv-03664-YGR-SVK	(N.D.Cal.) (Jun. 2022) (Dkt. No. 597)	Associate: \$475 - \$950 Paralegal: \$225 - \$380	\$725 - \$1,950
	Erica P John Fund Inc et al v. Halliburton Company et al, No. 3:02-cv-01152-M	(N.D. Tex.) (July 2017) (Dkt. No. 819)	Of Counsel: \$700 - \$750 Associate: \$420 - \$720 Staff Attorney: \$180 - \$390 Paralegal: \$100 - \$260	\$350 - \$1,650

Law Firm Billing Rates

Plaintiffs' Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Cohen Milstein Sellers & Toll, PLLC	Plumbers & Pipefitters National Pension Fund et al v. Kevin Davis et al, No. 1:16-cv-03591-GHW	(S.D.N.Y.) (Oct. 2022) (Dkt. No. 292)	Of Counsel: \$725 - \$750 Associate: \$475 - \$585 Staff Attorney: \$495 - \$585 Investigator: \$450 - \$535 Paralegal: \$270 - \$335	\$775 - \$1,150
	In re GreenSky Securities Litigation, No. 1:18-cv-11071-AKH	(S.D.N.Y.) (Sep. 2021) (Dkt. No. 195)	Of Counsel: \$675 Associate: \$495 - \$585 Staff Attorney: \$455 - \$575 Paralegal: \$290 - \$325	\$740 - \$1,125
	In re Flint Water Cases, No. 5:16-cv-10444-JEL-MKM	(E.D. Mich.) (Mar. 2021) (Dkt. No. 1458-2)	\$530 - \$740 (Associate / Of Counsel)	\$645 - \$1,125
Hausfeld LLP	In re TikTok, Inc., Consumer Privacy Litigation, MDL No. 2948	(N.D.Ill.) (Mar. 2022) (Dkt. No. 197-20)	Of Counsel: \$875 Associate: \$500 - \$610 Paralegal: \$300 - \$325	\$725 - \$1,525
	In re Foreign Exchange Benchmark Rates Antitrust Litigation, No. 1:13-cv-07789-LGS	(S.D.N.Y.) (Jan. 2018) (Dkt. No. 939-3)	Associate: \$350 - \$500 Staff Attorney: \$350 - \$600 Contract Attorney: \$350 - \$425 Paralegal: \$75 - \$280	\$630 - \$1,375
Keker, Van Nest & Peters LLP	OpenGov, Inc. v. GTY Technology Holdings Inc. et al, No. 3:18-cv-07198-JSC	(N.D. Cal.) (Mar. 2019) (Dkt. No. 40-1)	Of Counsel: \$775 - \$1,075 Paralegal: \$250 - \$290	\$700 - \$1,500
Labaton Sucharow LLP	In re Twitter Inc. Securities Litigation, No. 4:16-cv-05314-JST (SK)	(N.D.Cal.) (Oct. 2022) (Dk. No. 661-1)	Of Counsel: \$675 Staff Attorney: \$335 - \$410 Paralegal \$355 - \$375	\$825 - \$1,100

*Listed in order of filing date.

Law Firm Billing Rates

Plaintiffs' Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Labaton Sucharow LLP	In re Nielsen Holdings PLC Securities Litig., No. 1:18-cv-07143-JMF	(S.D.N.Y.) (Jul. 2022) (ECF No. 146-5)	Of Counsel: \$550 - \$850 Associate: \$425 - \$675	\$875 - \$1,300
	In re Resideo Technologies, Inc. Securities Litigation, No. 0:19-cv-02863-WMW-BRT	(D. Minn.) (Dec. 2021) (Dkt. No. 144-5)	Of Counsel: \$565 - \$800 Associate: \$400 - \$525 Staff Attorney: \$390 - \$435 Paralegal: \$335 - \$375	\$800 - \$1,150
	In re ADT Inc. Shareholder Litigation, No. 502018CA003494	(Palm Beach County, Fla.) (Dec. 2020) (Dkt. No. 170)	\$425 - \$750	\$775 - \$1,100
	In re Facebook Biometric Information Privacy Litigation, No. 3:15-cv-03747-JD	(N.D. Cal.) (Oct. 2020) (Dkt. No. 499-5)	\$360 - \$850	\$800 - \$1,200
Levi & Korsinsky LLP	In re U.S. Steel Consolidated Casts, No. 2:17-cv-00579-CB	(W.D.Penn.) (Mar. 2023) (Dkt. No. 351)	Of Counsel: \$450 - \$850 Associate: \$425 - \$850	\$765 - \$1,050
	In re Restoration Robotics, Inc. Securities Litigation, No. 5:18-cv-03712-EJD	(N.D.Cal.) (Jul. 2021) (Dkt No. 117)	\$425 - \$850	\$1,000 - \$1,050
	In re ADT Inc. Shareholder Litigation, No. 502018CA003494	(Palm Beach County, Fla.) (Dec. 2020) (Dkt. No. 170)	\$495 - \$800	\$1,000 - \$1,050
Lieff Cabraser Heimann & Bernstein, LLP	In re Bofl Holding, Inc. Securities Litigation, No. 3:15-cv-02324-GPC-KSC	(S.D.Cal) (Jul. 2022) (Dkt. No. 383-2)	Associate: \$395 - \$535 Staff Attorney: \$415	\$555 - \$1,150
	In re Volkswagen "Clean Diesel" Marketing Sales Practices, and Products Liability Litigation, No. 15-md-02672	(N.D. Cal.) (Nov. 2016) (Dkt. No. 2175-1)	Associate: \$150 - \$790 Paralegal: \$80 - \$490	\$275 - \$1,600
Motley Rice LLC	In re Twitter Inc. Securities Litigation, No. 4:16-cv-05314-JST (SK)	(N.D.Cal.) (Oct. 2022) (Dk. No. 664-1)	Senior Counsel: \$925 Associate: \$425 - \$600 Staff Attorney: \$400 - \$425 Contract Attorney: \$395 Paralegal: \$175 - \$375	\$725 - \$1,100

Law Firm Billing Rates

Plaintiffs' Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Motley Rice LLC	In re SCANA Corp. Sec. Litig., No. 3:17-cv-02616-MBS	(D.S.C.) (Apr. 2020) (Dkt. No. 229-7)	Senior Counsel: \$925 Associate: \$500 - \$600 Paralegal: \$225 - \$375	\$775 - \$1,100
	In re Investment Technology Group, Inc. Securities Litigation, No. 15-cv-06369	(S.D.N.Y.) (Jan. 2019) (Dkt. No. 119)	\$300 - \$750	\$775 - \$1,050
Pomerantz LLP	Klein v. Altria Group, Inc. et al., No. 3:20-cv-00075-DJN	(E.D. Va.) (Feb. 2022) (Dkt. No. 311-5)	Of Counsel: \$645 - \$660 Associate: \$375 - \$660 Paralegal: \$335	\$815 - \$1,025
Quinn Emanuel Urquhart & Sullivan, LLP	Alaska Electrical Pension Fund, et al., v. Bank of America, N.A., et al., No. 14-cv-07126-JMF-OTW	(S.D.N.Y.) (Mar. 2018) (Dkt. No. 617-1)	Of Counsel: \$885 - \$920 Associate: \$630 - \$875 Staff Attorney: \$350 - \$535 Paralegal: \$300 - \$320 Litigation Support: \$175 - \$365	\$940 - \$1,375
Robbins Geller Rudman & Dowd LLP	In re Infinity Q Diversified Alpha Fund Securities Litigation, No. 651295/2021	(New York County, New York) (Dec. 2022) (Dkt. No. 223)	Of Counsel: \$1,090 Associate: \$375 Staff Attorney: \$420 - \$445 Research Analyst: \$295	\$675 - \$1,350
	Azar v. Grubhub Inc., et al., No. 1:19-cv-07665	(N.D.Ill.) (Dec. 2022) (Dkt. No. 2279)	Of Counsel: \$955 Associate: \$375 - \$650 Staff Attorney: \$410 - \$445 Research Analyst: \$295 Investigator: \$290	\$675 - \$1,350

Law Firm Billing Rates

Plaintiffs' Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Robbins Geller Rudman & Dowd LLP	Gordon v. Vanda Pharmaceuticals, Inc. and Mihael H Polymeropoulos, No. 1:19-cv-01108-FB-LB	(E.D.N.Y.) (Dec. 2022) (Dkt. No. 104-6)	Of Counsel: \$1,090 Associate: \$375 - \$630 Staff Attorney: \$420 - \$445 Litigation Support: \$300 Investigator: \$290	\$785 - \$1,350
	In re Twitter Inc. Securities Litigation, No. 4:16-cv-05314-JST (SK)	(N.D.Cal.) (Oct. 2022) (Dk. No. 663-1)	Of Counsel: \$775 - \$1,080 Associate: \$425 - \$520 Staff Attorney: \$400 - \$425 Paralegal: \$275 - \$350	\$820 - \$1,325
	Rodriguez v. CPI Aerostructures, Inc. et al., No. 1:20-cv-00982-ENV-CLP	(E.D.N.Y.) (Aug. 2022) (Dkt. No. 64-5)	Of Counsel: \$925 - \$1,090 Associate: \$630	\$675 - \$1,350
Scott+Scott, Attorneys at Law, LLP	In re Infinity Q Diversified Alpha Fund Securities Litigation, No. 651295/2021	(New York County, New York) (Dec. 2022) (Dkt. No. 230)	Associate: \$675 - \$795 Staff Attorney: \$650 Research Analyst: \$395 Paralegal: \$395	\$995 - \$1,395
	Mo-Kan Iron Workers Pension Fund v. Teligent, Inc. et al., No. 1:19-cv-03354-VM	(S.D.N.Y.) (Oct. 2021) (Dkt. No. 91)	Associate: \$475 - \$695 Investigator: \$550 - \$650 Paralegal: \$395	\$995 - \$1,295

Law Firm Billing Rates

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Akin Gump Strauss Hauer & Feld LLP	In re Pipeline Health System, LLC, <i>et al.</i> , Debtors, No. 22-90291 (MI)	(Bankr. S.D.Tex.) (Mar. 2023) (Dkt. No. 1169)	Senior Counsel: \$1,105 - \$1,300 Counsel: \$1,025 - \$1,190 Associate: \$670 - \$880 Paraprofessional: \$510	\$1,400 - \$1,775
	In re GTT Communications, Inc., <i>et al.</i> , Debtors, No. 21-11880-MEW	(Bankr. S.D.N.Y.) (Nov. 2021) (Dkt. No. 133)	Senior Counsel: \$845 - \$1,655 Counsel: \$1,025 - \$1,225 Associate: \$605 - \$1,130 ("2022 Range")	\$1,125 - \$1,995 ("2022 Range")
	In re True Religion Apparel Inc., <i>et al.</i> , Debtors, No. 20-10941 (CSS)	(Bankr. D. Del.) (May 2020) (Dkt. No. 216)	Senior Counsel: \$735 - \$1,510 Counsel: \$820 - \$1,090 Associate: \$535 - \$960 Paraprofessional: \$100 - \$455	\$995 - \$1,995
	In re Purdue Pharma L.P., <i>et al.</i> , Debtors, No. 19-23649 (RDD)	(Bankr. S.D.N.Y.) (Mar. 2020) (Dkt. No. 947)	Senior Counsel & Counsel: \$850 - \$1,110 Associate: \$535 - \$810 Staff Attorneys & Paraprofessional: \$205 - \$625 ("2020 Rate")	\$1,075 - \$1,655 ("2020 Rate")
Arnold & Porter Kaye Scholer LLP	In re BDC Inc., <i>et al.</i> , Debtors, No. 20-10010 (CSS)	(Bankr. D. Del.) (Feb. 2021) (Dkt. No. 1423)	Counsel: \$920 - \$1,050 Associate: \$520 - \$910 Staff Attorney: \$545 - \$610 Legal Assistant: \$295 - \$405	\$910 - \$1,240
Boies, Schiller Flexner LLP	In re Marshall Broadcasting Group, Inc., Debtor, No. 19-36743 (DRJ)	(Bankr. S.D.Tex.) (Mar. 2021) (Dkt. No. 443)	Associate: \$850 - \$890	\$1,050 - \$1,080

Law Firm Billing Rates

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Cleary Gottlieb Steen & Hamilton LLP	In re Genesis Global Holdco, LLC, <i>et al.</i> , Debtors, No. 23-10063 (SHL)	(Bankr. S.D.N.Y.) (May 2023) (Dkt. No. 316)	Counsel: \$1,280 - \$1,765 Associate: \$845 - \$1,400 Contract Attorney: \$300 - \$375 Litigation Paralegal: \$370 - \$430	\$1,305 - \$2,135
	In re LATAM Airlines Group S.A., <i>et al.</i> , Debtors, No. 20-11254 (JLG)	(Bankr. S.D.N.Y.) (Aug. 2020) (Dkt. No. 967)	Counsel / Senior Attorney: \$1,130 - \$1,215 Associate: \$770 - \$955 First-year Associate: \$565 - \$670 Staff / Project Attorney: \$420 - \$495 Paralegal: \$355 - \$415	\$1,065 - \$1,525
Dechert LLP	In re PURDUE PHARMA L.P., <i>et al.</i> , Debtors, No. 19-23649-shl	(Bankr. S.D.N.Y.) (Aug. 2023) (Dkt. No. 5840)	Associate: \$880 - \$1,050 Paralegal: \$300	\$1,125 - \$1,650
	In re LATAM Airlines Group S.A., <i>et al.</i> , Debtors, No. 20-11254 (JLG)	(Bankr. S.D.N.Y.) (Dec. 2022) (Dkt. No. 7235)	Counsel: \$1,145 Associate: \$630 - \$1,065 Legal Assistant: \$460	\$1,200 - \$1,650
DLA Piper LLP (US)	In re Amsterdam House Continuing Care Retirement Community, Inc., Debtor, No. 23-70989-ast	(Bankr. E.D.N.Y.) (Jun. 2023) (Dkt. No. 254)	Associate: \$750 - \$1,195 Paralegal: \$380 - \$475	\$1,195 - \$1,240
	In re Tilden Marcellus, LLC, Debtor, No. 22-20212-GLT	(Bankr. W.D.Penn.) (Jun. 2022) (Dkt. No. 496)	Associate: \$675 - \$1,020 Paralegal: \$340 - \$360	\$1,020 - \$1,285

Law Firm Billing Rates

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Freshfields Bruckhaus Deringer LLP	In re Revlon, Inc. <i>et al.</i> , Debtors, No. 22-10760 (DSJ)	(Bankr. S.D.N.Y.) (Apr. 2023) (Dkt. No. 1835)	Counsel: \$843 Associate: \$321 - \$1,323 Paralegal/Non-Legal Staff: \$320 - \$525	\$1,057 - \$1,723
	In re Expro Holdings US Inc., <i>et al.</i> , Debtors, No. 17-60179 (DRJ)	(Bankr. S.D. Tex.) (Dec. 2017) (Dkt. No. 154)	Counsel: \$1,065 Associate: \$545 - \$965 Paralegal: \$325 - \$425	\$1,165 - \$1,250
Gibson, Dunn & Crutcher LLP	In re Stimwave Technologies Incorporated, <i>et al.</i> , Debtors, No. 22-10541 (TMH)	(Bankr. D.Del.) (May 2023) (Dkt. No. 901)	Associate: \$1,105 - \$1,210	\$1,860
	In re Sequential Brands Group, Inc., <i>et al.</i> , Debtors, No. 21-11194 (JTD)	(Bankr. D.Del.) (Sep. 2021) (Dkt. No. 95)	Counsel: \$1,025 - \$1,210 Associate: \$610 - \$1,060	\$1,095 - \$1,645
Greenberg Traurig LLP	In re Kabbage, Inc. d/b/a Kservicing, <i>et al.</i> , Debtors, No. 22-10951 (CTG)	(Bankr. D.Del.) (Jun. 2023) (Dkt. No. 855)	Associate: \$870 Paralegal: \$435	Shareholder: \$1,255 - \$1,540
	In re American Eagle Delaware Holding Company LLC, et al, Debtors, No. 22-10028-JKS	(Bankr. D. Del.) (Mar. 2022) (Dkt. No. 250)	Associate: \$750 Paralegal: \$150 - \$365	Shareholder: \$1,255 - \$1,430
	In re Avadel Specialty Pharmaceuticals, LLC, Debtor, No. 19-10248 (CSS)	(Bankr. D. Del.) (Nov. 2020) (Dkt. No. 443)	Associate: \$395 - \$900 Paralegal: \$150 - \$325	Shareholder: \$650 - \$1,480
	In re IFS Securities, Inc., Debtor, No. 20-65841-LRC	(Bankr. N.D. Ga.) (May 2020) (Dkt. No. 49-2)	Of Counsel: \$400 - \$995 Associate: \$395 - \$825 Legal Assistant/Paralegal: \$120 - \$475	Shareholder: \$565 - \$1,500
Hogan Lovells US LLP	In re LTL Management LLC, Debtor, No. 21-30589 (JCW)	(Bankr. D.N.J.) (May 2022) (Dkt. No. 2240-1)	Counsel: \$910 - \$1,735 Associate: \$605 - \$1,055 Paralegal: \$275 - \$550	\$950 - \$2,465

Law Firm Billing Rates

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Jones Day	In re Purdue Pharma L.P., et al., Debtors, No. 19-23649 (SHL)	(Bankr. S.D.N.Y.) (Jun. 2023) (Dkt. No. 5669)	Associate: \$650 - \$880 Paralegal & Staff: \$325 - \$450	\$1,050 - \$1,418
	In re LTL Management LLC, Debtor, No. 21-30589 (JCW)	(Bankr. W.D.N.C.) (Nov. 2021) (Dkt. No. 404)	Associate: \$525 - \$975	\$1,125 - \$1,450
Katten Muchin Rosenman LLP	In re Voyager Digital Holdings, Inc. <i>et al.</i> , Debtors, No. 22-10943 (MEW)	(Bankr. S.D.N.Y.) (Mar. 2023) (Dkt. No. 1147)	Associate: \$765 - \$815	\$1,040 - \$1,755
	In re: Sheridan Holding Company I, LLC, et al. Reorganized Debtors, No. 20-31884 (DRJ)	(Bankr. S.D.Tex.) (Apr. 2020) (Dkt. No. 124)	Of Counsel: \$895 - \$1,475 Associate: \$460 - \$970 Paraprofessional: \$195 - \$580	\$770 - \$1,555
	In re: High Ridge Brands Co., et al., Debtors, No. 19-12689 (BLS)	(Bankr. D.Del.) (Jan. 2020) (Dkt. No. 161)	Of Counsel: \$895 - \$1,475 Associate: \$460 - \$970 Paraprofessional: \$195 - \$580	\$770 - \$1,555
King & Spalding LLP	In re DCL Holdings (USA), Inc., <i>et al.</i> , Debtors, No. 22-11319 (JKS)	(Bankr. D.Del.) (May 2023) (Dkt. No. 442)	Associate: \$685 - \$1,315 Project Assistant: \$250	\$1,340 - \$1,780
	In re Briggs & Stratton Corporation, <i>et al.</i> , Debtors, No. 20-43597	(Bankr. E.D.Mo.) (Jul. 2020) (Dkt. No. 194)	Counsel: \$750 - \$1,005 Associate: \$440 - \$750 Paraprofessional: \$190 - \$325	\$820 - \$1,290
Kirkland & Ellis, LLP	In re: Celsius Network LLC, No. 22- 10964	(Bankr. S.D.N.Y. Aug. 2022) (ECF No. 360)	Of Counsel: \$805 - \$1,845 Associate: \$650 - \$1,245	\$1,135 - \$1,995
	In re Seadrill New Finance Limited, <i>et al.</i> , Reorganized Debtors, No. 22-90001 (DRJ)	(Bankr. S.D. Tex.) (Feb. 2022) (Dkt. No. 96)	Associate: \$660 - \$1,245 Paralegal: \$295 - \$480	\$1,195 - \$1,995
	In re rue21, inc., <i>et al.</i> , Debtors, No. 17-22045-GLT	(Bankr. W.D. Pa.) (Nov. 2017) (Dkt. No. 1308-6)	Associate: \$555 - \$965 Paralegal: \$220 - \$420 Support Staff: \$210 - \$340	\$965 - \$1,625

Law Firm Billing Rates

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Mayer Brown LLP	In re GWG Holdings, Inc., <i>et al.</i> , Debtors, No. 22-90032 (MI)	(Bankr. S.D.Tex.) (Dec. 2022) (Dkt. No. 1220)	Counsel: \$1,025 to \$1,250 Associate: \$590 - \$1,075 Paraprofessionals: \$210 - \$475	\$1,120 - \$1,940
	In re Greensill Capital Inc., Debtor, No. 21-10561 (MEW)	(Bankr. S.D.N.Y.) (Sep. 2021) (Dkt. No. 262)	Counsel: \$995 Associate: \$505 - \$870 Paralegal: \$400	\$865 - \$1,425
	In re Scottish Holdings, Inc., <i>et al.</i> , Debtors, No. 18-10160 (LSS)	(Bankr. D. Del.) (Mar. 2018) (Dkt. No. 193)	Of Counsel: \$775 - \$895 Associate: \$605 - \$780 Paralegal: \$350	\$960 - \$1,130
McDermott Will & Emery LLP	In re: Voyager Digital Holdings, Inc., No. 22-0943	(Bankr. S.D.N.Y.) (Aug. 2022) (Dkt. No. 317)	Of Counsel: \$755 - \$1,300 Associate: \$545 - \$1,190	\$875 - \$1,510
Milbank LLP	In re Talen Energy Supply, LLC, <i>et al.</i> , Debtors, No. 22-90054 (MI)	(S.D.Tex.) (Mar. 2023) (Dkt. No. 1931)	Special Counsel: \$1,320 Associate: \$695 - \$1,200 Legal Assistant: \$270 - \$390	\$1,495 - \$2,045
	In re: Kfir Gavrieli, Debtor, No. 21-bk-10826-BB	(Bankr. C.D. Cal.) (Oct. 2021) (Dkt. No. 517)	Associate: \$1,050 - \$1,090	\$1,695
Norton Rose Fulbright US LLP	In re Valaris PLC, <i>et al.</i> , Debtors, No. 20-34114 (MI)	(Bankr. S.D.Tex.) (Jun. 2021) (Dkt. No. 1307)	Associate: \$450 - \$665	\$780 - \$1,165
	In re TRIVASCULAR SALES LLC, <i>et al.</i> , No. 20-31840-SGJ	(Bankr. E.D.Tex.) (Aug. 2020) (Dkt. No. 291)	Of Counsel: \$670 - \$1,225 Senior Counsel: \$520 - \$1,175 Associate: \$355 - \$855 Paraprofessional: \$230 - \$480	\$700 - \$1,350

Law Firm Billing Rates

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
O'Melveny & Myers LLP	In re: FHC Holdings Corporation, <i>et al.</i> , Debtors, No. 20-13076-BLS	(Bankr. D. Del.) (Jun. 2021) (Dkt. No. 792)	Senior Counsel: \$1,105 Associate: \$708 - \$940	\$1,100 - \$1,400
	In re Remington Outdoor Company, Inc., <i>et al.</i> , Debtors, No. 20-81688-11	(Bankr. N.D. Ala.) (Jul. 2020) (Dkt. No. 24)	Associate and Counsel: \$545 - \$995 Paraprofessional and Legal Assistant: \$180 - \$415	\$955 - \$1,555
Paul, Weiss, Rifkind, Wharton & Garrison LLP	In re Mallinckrodt PLC, <i>et al.</i> , Debtors, No. 20-12522 (JTD)	(Bankr. D.Del.) (Apr. 2022) (Dkt. No. 7037)	Counsel: \$1,525 Associate: \$1,040 - \$1,135	\$1,605 - \$2,025
	In re Diamond Offshore Drilling, Inc., <i>et al.</i> , Debtors, No. 20-32307 (DRJ)	(Bankr. S.D.N.Y.) (Dec. 2020) (Dkt. No. 766)	Counsel: \$1,200 Associate: \$255 - \$380 Paraprofessional: \$255 - \$380	\$1,225 - \$1,650
Proskauer Rose LLP	In re Alpha Media Holdings LLC, <i>et al.</i> , Debtors, No. 21-30209 (KRH)	(Bankr. E.D. Va.) (Mar. 2021) (Dkt. No. 197)	Senior Counsel: \$1,150 - \$1,375 Associate: \$730 - \$1,195	\$1,225 - \$1,795
Quinn Emanuel Urquhart & Sullivan, LLP	In re J.C. Penney Company, Inc., <i>et al.</i> , Debtors, No. 20-20182 (DRJ)	(Bankr. S.D. Tex.) (Jan. 2021) (Dkt. No. 2313)	\$750 - \$1,100	\$1,200 - \$1,325
	In re: Garrett Motion Inc., No. 20-12212	(Bankr. S.D.N.Y. Sep. 2020) (ECF No. 137)	\$625 - \$1,270	\$745 - \$1,595
Ropes & Gray LLP	In re Vewd Software USA, LLC, <i>et al.</i> , Debtors, No. 21-12065 (MEW)	(Bankr. S.D.N.Y.) (Jan. 2022) (Dkt. No. 62)	Counsel: \$770 - \$1,140 Associate: \$700 - \$1,270 Paraprofessional: \$290 - \$485	\$1,400 - \$2,100
	In re Weatherford International plc, <i>et al.</i> , Debtors, No. 19-33694 (DRJ)	(Bankr. S.D. Tex.) (Aug. 2019) (Dkt. No. 276)	Associate: \$580 - \$1,050 Paralegal: \$400	\$1,150 - \$1,520
Shearman & Sterling LLP	In re Carlson Travel, Inc., <i>et al.</i> , Reorganized Debtors, No. 21-90017 (MI)	(Bankr. S.D. Tex.) (Jan. 2022) (Dkt. No. 249)	Associate: \$435 - \$1,210 Paralegal: \$395	\$1,195 - \$1,825

Law Firm Billing Rates

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Sidley Austin LLP	In re: GVS Texas Holdings I, LLC, <i>et al.</i> , Debtors, No. 21-31121-MVL	(Bankr. N.D. Tex.) (Nov. 2021) (Dkt. No. 279)	Counsel: \$1,075 Associate: \$815 - \$930 Paralegal: \$415 - \$490	\$1,100 - \$1,450
	In re Boy Scouts of America and Delaware BSA, LLC, Debtors, No. 20-10343 (LSS)	(Bankr. D. Del.) (Jun. 2020) (Dkt. No. 760)	Counsel: \$925 - \$1,000 Associate: \$570 - \$955 (\$550 for Associate pending Admission) Paralegal: \$250 - \$460	\$1,100 - \$1,375
	In re Borden Dairy Company, <i>et al.</i> , Debtors, No. 20-10010 (CSS)	(Bankr. D. Del.) (Feb. 2020) (Dkt. No. 264)	Senior Counsel and Counsel: \$775 - \$1,750 Associate: \$570 - \$960 Paraprofessional: \$250 - \$470	\$1,000 - \$1,800
Simpson Thacher & Bartlett LLP	In re MetlinPatterson Global Opportunities Partners II L.P., <i>et al.</i> , Debtors, No. 21-11255-DSJ	(Bankr. S.D.N.Y.) (Nov. 2021) (Dkt. No. 243)	Senior Counsel and Counsel: \$1,320 - \$1,350 Associate: \$655 - \$1,240 Paralegal: \$320 - \$475	\$1,550 - \$1,895
	In re Arsenal Energy Holdings LLC, Reorganized Debtor, No. 19-10226 (BLS)	(Bankr. D. Del.) (Feb. 2019) (Dkt. No. 77)	Senior Counsel and Counsel: \$1,190 - \$1,220 Associate: \$840 - \$1,050 (\$590 for Associate pending Admission) Paralegal: \$265	\$1,425 - \$1,535
	In re FR Dixie Acquisition Sub Corp., Reorganized Debtor, No. 18-12476 (KG)	(Bankr. D. Del.) (Feb. 2019) (Dkt. No. 26)	Senior Counsel and Counsel: \$1,140 - \$1,170 Associate: \$540 - \$1,085 Paralegal: \$240 - \$410	\$1,350 - \$1,550

Law Firm Billing Rates

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Skadden, Arps, Slate, Meagher & Flom LLP	In re: Armstrong Flooring, Inc., No. 22-bk-10426	(Bankr. D. Del. May 2022) (ECF No. 187)	Of Counsel: \$1,300 - \$1,495 Associate: \$550 - \$1,275	\$1,465 - \$1,980
	In re VIVUS, Inc. <i>et al.</i> , Reorganized Debtors, No. 20-bk-11779 (LSS)	(Bankr. D. Del.) (Jan. 2021) (Dkt. No. 443)	Of Counsel: \$1,260 Associate: \$695 - \$1,120 (\$495 for Associate pending Admission)	\$1,425 - \$1,565
	In re JCK Legacy Company, <i>et al.</i> , Debtors, No. 20-10418 (MEW)	(Bankr. S.D.N.Y.) (Oct. 2020) (Dkt. No. 938)	Counsel: \$1,125 - \$1,325 Associate: \$575 - \$1,120 Paraprofessional: \$95 - \$520	\$1,275 - \$1,775
Sullivan & Cromwell LLP	In re SVB Financial Group, Debtor, No. 23-10367 (MG)	(Bankr. S.D.N.Y.) (Sep. 2023) (Dkt. No. 543)	Senior Counsel: \$2,165 Special Counsel: \$1,575 - \$1,790 Associate: \$775 - \$1,475 Paralegal: \$425 - \$595 Legal Analyst: \$595	\$1,083 - \$2,165
	In re FTX Trading LTD, <i>et al.</i> , Debtors, No. 22-11068 (JTD)	(Bankr. D. Del.) (Aug. 2023) (Dkt. No. 2271)	Of Counsel: \$2,165 Special Counsel: \$1,575 - \$1,825 Associate: \$775 - \$1,475 Law Clerk: \$550 Paralegal: \$425 - \$595 Legal Analyst: \$595	\$1,595 - \$2,165

Law Firm Billing Rates

Defense Firm Name	Case Name	Citation	Non-Partner Attorneys' Fee Range	Partners' Fee Range
Vinson & Elkins LLP	In re California Resources Corporation, <i>et al.</i> , Debtors, No. 20-33568 (DRJ)	(Bankr. S.D.Tex.) (Nov. 2020) (Dkt. No. 674)	Counsel: \$835 - \$1,085 Associate: \$565 - \$955	\$1,025 - \$1,630
	In re Cloud Peak Energy Inc., <i>et al.</i> , Debtors, No. 19-11047 (KG)	(Bankr. D. Del.) (Sept. 2019) (Dkt. No. 663)	Counsel: \$1,010 - \$1,070 Associate: \$525 - \$1,065 Paralegal: \$330 - \$380 Practice Support: \$300 - \$375	\$1,070 - \$1,550
Weil, Gotshal & Manges LLP	In re ORG GC MIDCO, LLC, Debtor, No. 21-90015 (MI)	(Bankr. S.D. Tex.) (Dec. 2021) (Dkt. No. 124-2)	Associate: \$630 - \$1,100 Paraprofessional: \$260 - \$460	\$1,225 - \$1,795
	In re Sears Holdings Corporation, <i>et al.</i> , Debtors, No. 18-23538 (RDD)	(Bankr. S.D.N.Y.) (Oct. 2018) (Dkt. No. 344)	Associate: \$560 - \$995 Paraprofessional: \$240 - \$420	\$1,075 - \$1,600
Willkie Farr & Gallagher LLP	In re Frontier Communications Corporation, <i>et al.</i> , Debtors, No. 20-22476 (RDD)	(Bankr. S.D.N.Y.) (Nov. 2020) (Dkt. No. 1365)	Associate: \$1,050 Paralegal: \$265 - \$435	\$1,450
	In re Imerys Talc America, Inc., <i>et al.</i> , Debtors, No. 19-10289 (LSS)	(Bankr. D. Del.) (Nov. 2020) (Dkt. No. 2554)	Associate: \$515 - \$1,100 Paraprofessional: \$310 - \$435	\$1,200 - \$1,600
Wilson Sonsini Goodrich & Rosati	In re Tonopah Solar Energy, LLC, Debtor, No. 20-11884 (KBO)	(Bankr. D. Del.) (Jul. 2020) (Dkt. No. 43)	Counsel: \$440 - \$1,350 Associate: \$510 - \$920 Legal Staff: \$120 - \$480	Member: \$925 - \$1,750
	In re Insys Therapeutics, Inc., <i>et al.</i> , Debtors, No. 19-11292 (JTD)	(Bankr. D. Del.) (Apr. 2020) (Dkt. No. 1289)	Associate: \$590- \$815	Member: \$840 -\$1,390

EXHIBIT 30

Court's Preference re Final Approval of Class Action Settlement

To: Court and All Counsel

From: Natalie Pang, Esq. (Glancy Prongay & Murray LLP) at 10/11/23 10:35 AM (PST)

[Post Reply](#)

 1

To the Honorable Court,

We are writing to ask for the Court's preference for an item to be submitted in connection with final approval of the class action settlement. The Los Angeles Superior Court's checklist for final approval states, "Need to lodge billing records for the Court's review." Would the Court prefer that the billing records be lodged directly with the Court and a notice of lodging filed, or would the Court prefer that we file the billing records as exhibits to declarations supporting Plaintiffs' fee motion?

Respectfully submitted,
Jonathan M. Rotter
Natalie S. Pang

Plaintiffs' Counsel

[Collapse Message](#)

[Hide 1 Reply](#)

From: Hon. Stuart Rice (Los Angeles Superior Court) at 10/11/23 11:56 AM (PST)

Counsel, thank you for your inquiry. I prefer the second option. However, if you are not seeking fees in excess of 1/3, I do not need you to go to trouble of providing actual billing records. thanks, Judge Stuart Rice