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9  
10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
11 **COUNTY OF SACRAMENTO**  
12

13 **KYLE RODRIGUEZ**, on behalf of himself and  
all others similarly situated,

14 Plaintiff,

15 vs.

16  
17 **RIVER CITY BANK**, a California Corporation;  
18 and John Does 1-10,

19 Defendants.  
20  
21  
22  
23

CASE NO. 34-2021-00296612-CU-BC-GDS

**DECLARATION OF JULIAN HAMMOND  
ISO PLAINTIFF'S MOTION FOR ORDER  
GRANTING FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND MOTION  
FOR ATTORNEYS' FEES, COSTS AND  
SERVICE AWARD FOR CLASS  
REPRESENTATIVE**

Date: October 26, 2022

Time: 9:00 a.m.

Judge: Christopher Krueger

Dept.: 54

Reservation No.: 2641097

Action filed: March 16, 2021

Trial date: none set

1 I, Julian Hammond, declare as follows:

2 **I. INTRODUCTION**

3 1. I am over the age of 18 and have personal knowledge of the facts set forth in this  
4 declaration and could and would testify competently to them.

5 2. I am a member in good standing of the Bar of the State of California. I am licensed to  
6 practice before all courts in the State of California.<sup>1</sup>

7 3. I am the founding shareholder of the law firm HammondLaw, P.C. (“HammondLaw” or  
8 “HL”) and counsel (“Class Counsel”) for the named Plaintiff Kyle Rodriguez (“Plaintiff”) and 16,340  
9 individuals in California, whose personal data was, on or about September 27-29, 2020, transferred,  
10 copied, or stored on a storage drive or storage service not authorized by Defendant River City Bank  
11 (“Defendant” or “River City” or “the Bank”) and/or was accessed by a person not authorized by the  
12 Bank and who did not exclude themselves from this Settlement (the “Class”, “Class Members”, or  
13 “CMs”).

14 4. I have no knowledge of the existence of any conflicting interests between my firm and  
15 any of its attorneys and our co-counsel, on the one hand, and Plaintiff or any Class Members, on the  
16 other.

17 5. This declaration summarizes the nature and history of the litigation, the time reasonably  
18 spent by HammondLaw firm attorneys, and costs incurred by the HammondLaw firm. A copy of my  
19 firm’s resume is attached as **Exhibit 1**.

20 **PERCENTAGE OF THE FUND ANALYSIS**

21 6. Class Counsel seek an attorneys’ fee award that is 35% of the Gross Settlement (*i.e.*,  
22 \$49,000). This amount is reasonable considering that (a) the requested award represents only 17% of  
23 Class Counsel’s lodestar to date, (b) Class Counsel’s extensive experience in wage and hour class  
24 actions, (c) work done by Class Counsel on this case, (d) the manner in which Counsel effectuated this  
25 result to ensure prompt payment to the Class, (e) the risk of non-recovery after substantial investment  
26 of time and resources undertaken by Class Counsel, and (f) the continued time and expense that Class  
27 Counsel will incur by administering the fair distribution of the settlement fund should this Court grant  
28 approval.

26 \_\_\_\_\_  
27 <sup>1</sup> I am also admitted to practice as a Barrister-at-Law in both the New South Wales and Victorian  
28 Supreme Courts, located in Australia.

1           7.       My firm has been awarded fees exceeding one-third of the common fund in other class  
2 actions including *Burleigh v. National University*, Case No. MSC21-00939 (Contra Costa Cty. Sup. Ct.  
3 Aug. 26, 2022) (approving fees of 40% of \$925,000 class settlement); *Glover v. 20/20 Companies, Inc.*,  
4 Case No. RG14748879 (Cal. Sup. Ct. Alameda Cty. Aug. 3, 2015) (approving fees of 47% of a \$475,000  
5 PAGA settlement); *Mayton et al v. Konica Minolta Business Solutions USA, Inc.*, Case No. RG12657116  
6 (Alameda Cty. Sup. Ct. June 22, 2015) (approving fees of 40% of \$1,225,000 class wage and hour  
7 settlement); *Sands v. Gold's Gym*, Case No. BC660124 (Los Angeles Cty. Sup. Ct. Mar. 20, 2019)  
8 (approving fees of 36% of \$125,000 PAGA settlement); and *Albanez v. Premium Retail Services Inc.*,  
9 Case No. RG1577982 (Alameda Cty. Sup. Ct. Jan. 29, 2016) (approving fees of 37% of \$275,000  
10 PAGA settlement).

11           8.       In my professional experience, percentage-of-the-fund awards are frequently used as the  
12 basis for awarding successful plaintiffs' attorneys their fees in common fund settlements. My  
13 understanding is that the courts' bases for favoring percentage-of-the-fund awards in common fund  
14 settlements include: (a) fairly compensating the attorneys based on the benefits brought to the class; (b)  
15 providing an incentive for counsel to efficiently litigate cases, rather than spend excessive hours to  
16 prolong litigation and justify a higher lodestar; (c) providing incentive for settlement, which is  
17 particularly preferred in class actions; (d) equitably spreading the attorneys' fees among class members  
18 who benefit from their work at a rate that closely mirrors percentages paid on individual contingency  
19 fees cases; and (e) relieving some of the workload on an overtaxed judicial system while still providing  
20 fairness to the class through judicial oversight of class settlements.

21           9.       Class Counsel's fee request is justified under all of these factors. Class Counsel agreed  
22 to represent Plaintiff and the putative Class on a contingency basis, and further agreed to advance all  
23 litigation costs. Class Counsel also took on this case despite the known risks associated with Plaintiff's  
24 claims and the Class allegations, as described in detail in my Declaration in Support of Plaintiffs' Motion  
25 for Preliminary Approval, and the unpredictable risks that are common to most data breach class actions,  
26 as evidenced by the Court's order sustaining River City's demurrer and motion to strike. Despite all of  
27 this, Class Counsel were able to obtain a favorable settlement in a relatively short time after filing this  
28 lawsuit.

          10.       The requested percentage of the distribution is in line with (or lower than) the fee that  
my firm would have expected if we had negotiated individual retainer agreements with each Class  
Member. Such an award ensures that we can receive an appropriate fee for the risks undertaken by our

1 firm and the benefit conferred to the Class, particularly when it would be impossible *ex ante* to enter a  
2 fair fee arrangement with all the members of the Class.

3 **LODESTAR-MULTIPLIER ANALYSIS**

4 11. HammondLaw has calculated its combined lodestar amount (reasonable hours times  
5 reasonable hourly rates) to be \$282,150.50 through September 20, 2022.

6 12. In this section of the declaration, I provide a summary of the general tasks performed by  
7 HammondLaw at each stage of the litigation in order to assist the Court in evaluating the reasonableness  
8 of the hours submitted by Plaintiffs. I have divided the time spent litigating this case into three separate  
9 phases. Phase I consisted of fact investigation, case analysis, and drafting of pleadings, including  
10 opposing Defendant’s demurrer and motion to strike. Phase II consists of negotiations of the settlement.  
11 Phase III consisted of post-settlement motions (preliminary and final approval) and notice  
12 administration.

13 **PHASE I WORK**

14 13. Phase I consisted of fact investigation, case analysis and drafting of pleadings throughout  
15 the litigation. The total time expended by HammondLaw on these tasks was 290.4 hours for a lodestar  
16 of \$216,614.50, as follows:

	Hammond	Cherniak	Brandler	Michelson	Total
Investigation	7.2	2.8	0.8	0	10.8
Pleadings	21	14.3	37.2	207.1	279.6
	28.2	17.1	38	207.1	290.4

17  
18 14. The “Investigation” work included review and analysis of public disclosures of the data  
19 breach incident, discussions and interviews with Plaintiff regarding the Notice of the data breach incident,  
20 the circumstances surrounding it, Plaintiff’s reactions to it, and legal research into the applicable law.

21 15. The “Pleadings” work included drafting the Complaint and the First Amended  
22 Complaint; meeting and conferring with the Bank regarding its intent to file a demurrer and motion to  
23 strike; researching the issues and responding to arguments in preparing its Oppositions to Defendant’s  
24 demurrer and motion strike; drafting Oppositions to Defendant’s demurrer and motion strike; attending  
25 the hearing; and reviewing the Court’s Order.

26 **PHASE II WORK**

27 16. Phase II consisted of settlement negotiations including engaging in arms-length  
28 settlement negotiations; reviewing and discussing confirmatory discovery and other pertinent

1 information regarding the details of the September 29<sup>th</sup> data breach and the Bank’s investigation thereof;  
2 negotiating the settlement structure, the escalator clause, the Release, timing of the funding, and other  
3 key terms; and reviewing, editing and finalizing the Settlement Agreement and Class Notice. The total  
4 time expended on these tasks was 25.1 hours for a lodestar of \$16,401.50, as follows:

	Hammond	Cherniak	Brandler	Michelson	Total
Settlement	2.9	19	0.3	2.9	25.1

6  
7 **PHASE III WORK**

8 17. Phase III consisted of obtaining Court approval of the Settlement and overseeing the  
9 administration of Notice to the Class. During this phase, Class Counsel drafted a detailed preliminary  
10 approval motion with an in-depth analysis of each of Plaintiff’s claims, the underlying allegations,  
11 Defendant’s defenses, and the strength of each defense; drafting the final approval motion and fees  
12 motion; drafting the instant declaration and declaration of Plaintiff; and compiling time and costs for  
13 submitting to the Court. Class Counsel also reviewed and approved the Notice prior to sending out;  
14 reviewed the weekly reports circulated by the Settlement Administrator; oversaw administration of the  
15 Class Notice; and reviewed and edited the Settlement Administrator’s Declaration. The total time  
16 expended by Class Counsel on these tasks was 69.6 hours for a lodestar of \$49,134.50, as follows:

	Hammond	Cherniak	Michelsohn	Total
Settlement Approval	0	12.9	45.1	58.00
Class Notice	1.4	9.4	0.8	11.6
	1.4	22.3	45.9	69.6

19 **PLAINTIFFS’ COUNSEL’S REASONABLE HOURLY RATES**

20 18. The following paragraphs summarize each attorney’s qualifications, some of their  
21 principal contributions to the case, and their hourly rate:

22 **a. Julian Hammond**

23 19. *Qualifications and Experience.* I have been practicing law since 2000. I was admitted as  
24 a Solicitor in New South Wales in 2000. In 2002, I was admitted to the New York State Bar, and in  
25 2002 I was admitted as a Barrister in New South Wales. As a Barrister, from approximately 2002 to  
26 2008, I first-chaired four cases and second-chaired at least 10 cases. I also advised high profile  
27 institutional clients and advised and represented individuals and groups of individuals in a wide variety  
28 of matters, including pharmaceutical product liability, oil-spill, eminent domain and other real estate

1 matters, and breach of contract. Thereafter and for the majority of my career I have represented plaintiffs  
2 in employment and consumer cases. From 2008 until 2010, I worked with Ackermann & Tilajef, P.C.  
3 in Los Angeles, California where I worked with employees in a number of wage and hour class actions,  
4 as well as small groups of clients in sexual discrimination, FMLA discrimination, retaliation and similar  
5 cases.

6 20. In 2010 I founded my firm HL. Since the founding of my firm, I was the lead or co-lead  
7 counsel in over 50 employment and consumer class actions in state and federal courts in California and  
8 Washington state. I represented employees across a variety of industries, including outside salespersons  
9 in the liquor distribution industry and in the photocopier distribution industry securing settlements  
10 against major players in both industries for violations of Labor Code § 2802 and securing significant  
11 increases in the amount of money they received for expense reimbursement. I also represented thousands  
12 of truck drivers in California, securing settlements and compensation changes going forward against the  
13 largest trucking companies in the United States for unpaid wages and premium pay. I have also  
14 represented employees who have worked as pet groomers, fitness instructors, and most recently, adjunct  
15 instructors.

16 21. My firm was also the first firm in the country to bring cases and secure settlements  
17 pursuant to the Automatic Renewal Law § 17600 *et seq.* (“ARL”) and the UCL. As lead or co-lead  
18 counsel we secured the largest settlement thus far under the ARL and UCL in *Siciliano, et al. v. Apple,*  
19 *Inc.*, Case No. 1:13-CV-257676 (Santa Clara Cty. Sup. Ct. Nov. 5, 2018) (\$16,500,000 settlement on  
20 behalf of approximately 4,000,000 consumers). We also secured settlements under the ARL and the  
21 UCL in *Goldman v. Lifelock*, Case No. 1-15-cv-276235 (Santa Clara Cty. Sup. Ct. Feb. 5, 2016)  
22 (\$2,500,000 settlement on behalf of approximately 320,000 consumers); *Davis v. Birchbox Inc.*, Case  
23 No. 3:15-cv-498-BEN-BSG (S.D. Cal. Oct. 17, 2016) (settlement in form of Birchbox credits for  
24 approximately 150,000 consumers); *Kruger v. Kiwi Crate*, Case No. 1-13-CV-254550 (Santa Clara Cty.  
25 Sup. Ct. July 2, 2015) (claims made settlements on behalf of consumers); and *Gargir v. SeaWorld Inc.*,  
26 Case No. 37-2015-00008175-CU-MC-CTL (San Diego Cty. Sup. Ct. Oct. 21, 2016) (\$500,000  
27 settlement on behalf of 88,000 subscribers).

28 22. My firm was also on the Executive Committee in the MDL case titled *In re Ashley*  
*Madison Customer Data Security Breach Litigation*, Case No. MDL 2669 (E.D. Mo. Dec. 9, 2015)  
(\$11.2 million claims-made settlement on behalf of approximately 39 million Ashley Madison users  
alleging privacy violation).

1 23. Since 2016, my firm has been the leader in prosecuting adjunct instructor cases in the  
2 state. My firm has successfully recovered millions of dollars in wages and statutory and civil penalties  
3 on behalf of thousands of adjunct instructors. My firm also recently litigated one adjunct class action all  
4 the way through to trial in which the Class prevailed. *Gola v. University of San Francisco*, No. CGC-  
18-565018 (San Francisco Cty. Sup. Ct. Mar. 3, 2021).

5 24. *Billing Rate.* For all of my work at my firm, and for the entire period since I founded the  
6 law firm, my time has been billed at standard rates established by the firm based on billing rates for  
7 lawyers engaged in complex litigation in California, and nationally, and on my experience with court-  
8 awarded and court-approved fees in my own, and comparable firms', cases. My current billing rate is  
9 \$870 per hour. Based on my knowledge of rates charged by other experienced attorneys involved in  
10 complex litigation, I believe that rate to be somewhat below prevailing market rates for attorneys of  
comparable skill and experience in such matters.

11 25. *Significant Responsibilities on this Case.* As the principal of HammondLaw, I managed  
12 every aspect of the litigation. I supervised, edited, and /or approved Plaintiff's pleadings, PAGA notices,  
13 settlement negotiations, settlement agreement, and preliminary and final approval motion.

14 **b. Polina Brandler**

15 26. *Qualifications and Experience.* Polina Brandler received her B.A. in history cum laude  
16 from the Macaulay Honors College at the City University of New York in 2005, and her J.D. from the  
17 Benjamin N. Cardozo School of law in 2009. While in law school, Ms. Brandler was an intern for the  
18 Honorable Sandra L. Townes of the Southern District of New York. After graduation, she clerked for  
19 the Honorable Anita H. Dymant of the Appellate Division of the Los Angeles Superior Court from 2009  
20 to 2012. During her time at HL, which is approximately the last decade, Ms. Brandler's practice has  
21 focused on wage and hour and consumer class actions. Ms. Brandler has been responsible for all facets  
22 of wage and hour actions, from pre-filing investigation, discovery, and motion practice, appeal and/or  
settlement approval. Ms. Brandler served as class counsel on multiple wage and hour class and  
representative actions, including several adjunct instructor wage and hour cases.

23 27. *Billing Rate.* Ms. Brandler's time is billed at HL's standard hourly rate for a twelfth-year  
24 attorney, \$695 per hour. Surveys I have reviewed and experts I have consulted demonstrate to me that  
25 this rate is similar to, and likely lower than rates charged by comparable attorneys for similar class action  
26 work and complex litigation.

1 28. *Significant Responsibilities on this Case.* Ms. Brandler was assigned responsibilities in  
2 this case as needed, including drafting and/or reviewing drafts from other attorneys of the PAGA notice,  
3 complaint, mediation brief, motions and supporting declarations. Ms. Brandler was also responsible for  
4 drafting and sending out the online surveys.

5 **c. Ari Cherniak**

6 29. *Qualifications and Experience.* Mr. Cherniak received his B.S. in Philosophy cum laude  
7 from Towson University in 2007, and his J.D. from Tulane Law School in 2011. Mr. Cherniak joined  
8 HL in 2012, Mr. Cherniak's practice has focused on wage and hour and consumer class actions. Mr.  
9 Cherniak served as class counsel on the firm's wage and hour class and representative actions, including  
10 many adjunct instructor wage and hour cases listed above.

11 30. *Billing Rate.* Mr. Cherniak's time is billed at HL's standard hourly rate for an eleventh-  
12 year attorney, \$605 per hour. Surveys I have reviewed and experts I have consulted demonstrate to me  
13 that this rate is similar to, and likely lower than rates charged by comparable attorneys for similar class  
14 action work and complex litigation.

15 31. *Significant Responsibilities on this Case.* Mr. Cherniak was assigned responsibilities in  
16 all aspects of the case, including and editing pleadings, drafting and editing the Settlement Agreement  
17 and Notice, and reviewing / editing the motions for preliminary and final approval. Mr. Cherniak also  
18 oversaw the case calendar.

19 **d. Dr. Arie Michelsohn**

20 32. *Qualifications and Experience:* Dr. Michelsohn earned his Bachelor's Degree from  
21 Columbia University in 1982, his Ph.D. from the California Institute of Technology in 1992, and his  
22 J.D., with High Honors, Order of the Coif, from the George Washington University Law School in 1998.  
23 He is a former law clerk to the Honorable Raymond C. Clevenger, III, Circuit Judge, United States Court  
24 of Appeals for the Federal Circuit. Since 1999, Dr. Michelsohn's law practice has primarily focused on  
25 complex litigation.

26 33. *Billing Rate.* Dr. Michelsohn's time is billed at \$750 per hour. Surveys I have reviewed  
27 and experts I have consulted demonstrate to me that this rate is similar to rates charged by comparable  
28 attorneys for similar class action work and complex litigation.

34. *Responsibilities on this Case.* Dr. Michelsohn's time was spent drafting Plaintiff's  
opposition to Defendant's demurrer and motion to strike; reviewing and editing the Settlement  
Agreement; and drafting the preliminary approval and final approval motion.



**HOURS SPENT ON LITIGATION ARE REASONABLE**

1           35. I was responsible for managing Class Counsel’s work including the work of other  
2 attorneys employed to assist with litigation. In managing the case, I made every effort to litigate this  
3 matter efficiently by coordinating the work of the attorneys who assisted with litigation, minimizing  
4 duplication, and assigning tasks in a time and cost-efficient manner, based on the timekeepers’  
5 experience levels and talents.

6           36. In my professional judgment, there can be no question that the involvement of each of  
7 the attorneys in the case was necessary to provide adequate and effective representation to Plaintiffs in  
8 this complex litigation. The varied types of abilities and levels of experience of the attorneys who  
9 worked on this case allowed us to delegate tasks efficiently and provide skilled coverage. The instances  
10 where multiple attorneys contributed to the same task (for example, in contributing to the opposition to  
11 Defendant’s demurrer and motion to strike) were, in my professional judgment, necessary to ensure  
12 coordination and accuracy, and to capture the particular expertise of each attorney.

13           37. I reviewed the time records of all the HL attorneys who billed to this matter and exercised  
14 billing judgment to delete and/or reduce certain time entries based on my experience in similar lodestar  
15 calculation and billing judgment determinations in many other complex cases, and based on my  
16 knowledge of the tasks assigned to each HL attorney in this case and how he or she approached each  
17 task.

18           38. In sum, it is my opinion and professional judgment that the hours spent by HammondLaw  
19 attorneys were both reasonable and necessary to the effective representation of our client and the Class.  
20 My opinion is informed by my involvement as lead-counsel, and over a decade of experience in litigating  
21 large class actions in which, similar to this case, it was necessary to field and manage a team of lawyers,  
22 with different levels of experience and types of expertise, to carry out the work required by the case.

**REASONABLE HOURLY RATES**

23           39. HL is requesting that its time on this case be compensated on a percentage-of-the-fund  
24 basis, with a lodestar cross check in which Class Counsel’s fees are viewed in light of the prevailing  
25 market rates. Based on my knowledge of billing rates and practices and surveys and court decisions I  
26 have reviewed, I believe that our hourly billing rates shown in the table immediately below are consistent  
27 with, if not lower than, the rates charged by comparable attorneys for similar class action work and  
28 complex litigation, including particular firms that regularly prosecute or defend employment class  
actions and other complex litigation; and that the rates we charge are reasonable for attorneys of our

1 experience, reputation, and expertise practicing complex and class action litigation.

HammondLaw, P.C. 2022 Rates		
Attorney/Timekeeper	Year Admitted	Rate
Julian Hammond, Principal	2000	\$870
Polina Brandler, Associate	2010	\$695
Ari Cherniak, Associate	2011	\$605
Arie M. Michelsohn, Ph.D., Attorney	1999	\$750

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8 40. HammondLaw’s current hourly rates have been approved in *Burleigh v. National*  
9 *University*, Case No. MSC21-00939 (Contra Costa Cty. Sup. Ct. Aug. 26, 2022); *Parsons v. La Sierra*  
10 *University*, Case No. CVRI2000104 (Riverside Cty. Sup. Ct. May 19, 2022); *Chindamo v. Chapman*  
11 *University*, Case No. 30-2020-01147814-CU-OE-CXC (Orange Cty. Sup. Ct. Apr. 15, 2022);  
12 *Sweetland-Gil v. University of the Pacific*, Case No. STK-CV-UOE-2019-0014682 (San Joaquin Cty.  
13 Sup. Ct. Mar. 4, 2022); and *Senese v. University of San Diego*, Case No. 37-2019-00047124-CU-OE-  
14 CTL (San Diego Cty. Sup. Ct. Feb. 8, 2022).

15 41. Slightly lower earlier versions of HammondLaw’s hourly rates were approved in *Stupar*  
16 *et al. v University of La Verne*, Case No. 19STCV333363 (Los Angeles Cty. Sup. Ct. Oct. 14, 2021)  
17 (approving HL’s 2021 hourly rates as reasonable, and within the range of market rates that attorneys  
18 with similar levels of skill, experience and reputation in the Los Angeles Area charge for handling  
19 matters of similar complexity); *Veal v Point Loma Nazarene University*, Case No. 37-2019-00064165-  
20 CU-OE-CTL (San Diego Cty. Sup. Ct. Aug. 27, 2021) (same); *Pillow et al. v Pepperdine University*,  
21 Case No. 19STCV33162 (Los Angeles Cty. Sup. Ct. July 28, 2021) (same); *Mooiman et al. v Saint*  
22 *Mary’s College of California*, Case No. C19-02092 (Contra Costa Cty. Sup. Ct. June 10, 2021)  
23 (awarding 2.0 multiplier to my firm’s lodestar calculated based on HL’s 2020 hourly rates); *Peng v The*  
24 *President and Board of Trustees of Santa Clara College*, Case No. 19CV348190 (Santa Clara Cty. Sup.  
25 Ct. Apr. 21, 2021) (awarding 2.75 multiplier to my firm’s lodestar calculated based on HL’s 2020 hourly  
26 rates); *Morse v Fresno Pacific University*, Case No. 19-CV-04350 (Merced Cty. Sup. Ct. Apr. 6, 2021)  
27 (approving HL’s 2020 hourly rates as reasonable, and within the range of market rates that attorneys  
28 with similar levels of skill, experience and reputation for handling matters of similar complexity);  
*Granberry v Azusa Pacific University*, Case No. 19STCV28949 (Los Angeles Cty. Sup. Ct. Mar. 5,  
2021); (approving 1.77 multiplier to my firm’s lodestar calculated using HL’s 2020 hourly rates); *Ott v.*

1 *California Baptist University*, Case No. RIC1904830 (Riverside Cty. Sup. Ct. Jan. 26, 2021) (approving  
2 HL’s 2020 hourly rates as reasonable); and *Pereltsvaig v. Cartus Corp.*, Case No. 19CV348335 (Santa  
3 Clara Cty. Sup. Ct. Jan. 13, 2021) (approving 1.44 multiplier to my firm’s lodestar calculated using HL’s  
4 2020 hourly rates).

5 42. HammondLaw’s 2019 (and earlier) rates have been approved in *Miner, et al. v. ITT*  
6 *Educational Services, Inc.*, Case No. 3:16-cv-04827-VC (N.D. Cal. Mar. 19, 2021) (Approving HL’s  
7 2019 hourly rates as reasonable); *Morrison v. American National Red Cross*, Case No. 19-cv-02855-  
8 HSG (N.D. Cal., Jan. 8, 2021) (approving HL’s 2019 hourly rates as “reasonable and in line with  
9 prevailing rates in this district for personnel of comparable experience, skill, and reputation”); *Stempien*  
10 *v. DeVry University, Inc.*, Case No. RG19002623 (Alameda Cty. Sup. Ct. June 30, 2020) (approving  
11 fees based on 2019 hourly rates without raising any concerns as to the listed hourly rates); *Hogue v.*  
12 *YRC*, Case No. 5:16-cv-01338 (C.D. Cal. June 24, 2019) (approving HL’s 2019 hourly rates);  
13 *Pereltsvaig v. The Board of Trustees of the Leland Stanford Jr. University*, Case No. 17CV311521  
14 (Santa Clara Cty. Sup. Ct. Jan. 9, 2019) (approving requested fees based on 2018 hourly rates without  
15 raising any concerns as to the listed hourly rates); *Siciliano v. Apple, Inc.*, Case No. 13-1-cv-257676  
16 (Santa Clara Cty. Sup. Ct. Nov. 2, 2018) (approving HL’s 2018 hourly rates as reasonable); *Moss v.*  
17 *USF Reddaway, Inc.*, Case No. 5:15-cv-01541 (C.D. Cal. July 25, 2018) (finding “[t]he attorneys and  
18 paralegals who worked on this matter have substantial experience in complex employment litigation”  
19 and approving HammondLaw attorneys’ 2018 hourly rates); *Maldonado v. Heavy Weight Transport,*  
20 *Inc.*, Case No. 2:16-cv-08838-CAS (C.D. Cal. Dec. 11, 2017) (approving HL’s 2017 hourly rates); and  
21 *Hillman v. Kaplan*, Case No. 34-2017-00208078 (Sacramento Cty. Sup. Ct. Dec. 7, 2017) (approving  
22 fees based on 2017 hourly rates without raising any concerns as to the listed hourly rates).

23 43. Dr. Michelson’s hourly rate was approved in the *La Verne, Loyola, Pepperdine* and *Saint*  
24 *Mary’s College* cases cited above.

25 **REQUESTED FEES ARE REASONABLE**

26 44. As of October 1, 2022, HL attorneys have spent at least 385 hours working on this case.  
27 Using our 2022 billing rates, these hours equate to a lodestar of approximately \$282,150. The hours,  
28 hourly rates, and lodestar value for the staff that billed to this case are as follows:

///

<b>Attorney/Timekeeper</b>	<b>Rate</b>	<b>Hours</b>	<b>Lodestar</b>
Julian Hammond, Principal	\$870	32.5	\$28,275.00
Polina Brandler, Associate	\$695	38.3	\$26,618.50
Ari Cherniak, Associate	\$605	58.4	\$35,332.50
Arie Michelsohn, Ph.D., Attorney	\$750	255.9	\$191,925.00
		<b>385.1</b>	<b>\$282,150.50</b>

45. The requested attorneys' fees of \$49,000 is \$233,150.50 less than Class Counsel's lodestar to date, and represents *only 17%* of Class Counsel's total current lodestar. I estimate that Class Counsel will spend an additional 20 to 25 hours finalizing the final approval papers, appearing at the final approval hearing, and seeing the Settlement through to its conclusion, which is not included in Class Counsel's lodestar. Thus, the requested fees will represent an even smaller percentage of Class Counsel's lodestar by the time this case is concluded.

46. The requested fees award is a far less lucrative result than we usually hope and expect to recover when we agreed to represent Plaintiff and the Class with no guarantee of payment, and where we obtained a good recovery for the class in light of the fact that Defendant successfully demurred to five of the seven causes of action alleged in Plaintiff's Complaint. The uncertainties of continued litigation presented a very real risk that Plaintiff would be unable to litigate his claims at all and put Class Members at a risk of recovering nothing.

47. In contrast, this Settlement will conserve the resources of the parties and the Court and provide Settlement Class Members with a certain and meaningful recovery. The individual recovery amount that will be paid to Settlement Class Members from the Net Settlement Amount is approximately \$3.60, and the gross payment per Class Member is \$8.63, amounts that are far better than other comparable data breach cases, on a per capita basis, as shown in the table below. Moreover, the Bank has already offered to provide 2 years of free credit monitoring.

48. To meet the needs of the case, my firm had to divert attorney time that would otherwise have been spent on the firm's other wage and hour class actions or that would have allowed my firm to take on additional cases.

**OBJECTION SUBMITTED BY ONE CLASS MEMBER**

49. Only one Class Member, Gary Gall, submitted an objection stating that the fees request, and administration costs, are unfair because they exceed the payments made to Class Members. A comparison of the per-capita payments to the fees awards in other California data breach cases over the past several years is provided in the table below:

<b>Case Title</b>	<b>Fees Award</b>	<b>Gross per Class Member</b>
<b><i>Rodriguez v. River City Bank</i></b>	<b>\$49,000</b>	<b>\$8.63</b>
<i>In re LinkedIn User Privacy Litig.</i> , No. 5:12-cv-03088-EJD (N.D. Cal. Sept. 15, 2015)	\$312,500	\$0.20
<i>In re Yahoo! Inc. Customer Data Breach Litigation</i> , No. 5:16-md-02752-LHK (N.D. Cal. July 22, 2020)	\$22,763,642	\$0.61
<i>Adlouni v. UCLA Health Systems Auxiliary, et al.</i> , No. BC589243 (Los Angeles Cty. Sup. Ct. June 28, 2019)	\$3,275,000	\$0.44
<i>Atkinson, et al. v. Minted, Inc.</i> , No. 3:20-cv-03869-VC (N.D. Cal. Dec. 17, 2021)	\$1,187,537	\$1.22
<i>In re Experian Data Breach Litigation</i> , No. 8:15-cv-01592-JLS-DFM (C.D. Cal. May 10, 2019)	\$10,500,000	\$1.47
<i>In re Anthem, Inc. Data Breach Litigation</i> , No. 5:15-md-02617-LHK (N.D. Cal. Aug. 17, 2018)	\$31,050,000	\$1.45
<i>Cochran et al. v. The Kroger Co.</i> , 5:21-cv-01887-EJD (N.D. Cal. Mar. 24, 2022)	1,231,628	\$1.31

**REQUESTED COSTS ARE REASONABLE**

50. HammondLaw has incurred \$4,619.84 in out-of-pocket litigation expenses. These costs are of the type ordinarily and necessarily incurred in litigation: filing fees, service and delivery costs, pro hac vice fees, research costs, and witness locator costs. The costs incurred by HL are summarized as follows:

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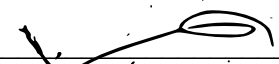
Filing, Service (Ace Attorney Services)	\$620.33
Filing, Service (Capitol Couriers)	\$571.50
Filing, Delivery (Valpro Attorney Services)	\$371.00
Pro Hac Vice fees	\$500.00
Witness Locator costs	\$1,250.00
Technology Hosting Fee	\$110.00
Court document retrieval	\$57.00
Research (Lexis Advance)	\$1,088.76
<b>TOTAL</b>	<b>\$4,619.84</b>

51. Plaintiff requests \$5,380.16 less than the \$10,000 provided for in the Settlement and noticed to the Class. The difference will be added to the Net Settlement and increase the share of each Settlement Class Member

**PLAINTIFF’S SERVICE AWARD**

52. The request for Service Award of \$2,500 to the Plaintiff is reasonable and fair. The Service Award is intended to compensate Plaintiff for the critical role he played in this case and the substantial time, effort, and risks he undertook in helping secure the result obtained on behalf of the settlement class. In agreeing to serve as class representatives, Plaintiff formally agreed to accept the responsibility of representing the interests of all Class Members. He diligently assisted Class Counsel in the investigation of the case and in drafting the Complaint. Plaintiff’s participation and assistance was critical to the success of this litigation. Without his commitment to come forward and serve as the Class Representatives, this litigation, which enforces the protections of the California law, would not have been brought. Plaintiff assumed the risk of being branded as a “troublemaker”. Finally, none of the Plaintiff’s claims are antagonistic to the interests of the class.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct. Executed on September 30, 2022.

  
 \_\_\_\_\_  
 Julian Hammond

**EXHIBIT 1**

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**Approved California Wage and Hour Cases**

- ***Burleigh v. National University***, Case No. MSC21-00939 (Contra Costa County Superior Court)(August 26, 2022) (certifying HammondLaw as co-class counsel for \$925,000 settlement of Labor Code § 2802 claim on behalf of 1,802 instructors);
- ***Parson v. La Sierra University***, Case No. CVRI2000104 (Riverside County Superior Court) (May 19, 2022) (certifying HammondLaw as class counsel for \$578,220 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, claims on behalf of 381 adjunct instructors and Labor Code § 2802 claims on behalf of 739 other employees);
- ***Chindamo v Chapman University***, Case No. 30-2020-01147814-CU-OE-CXC (Orange County Superior Court) (April 15, 2022) (certifying HammondLaw as co-class counsel for \$1,150,00 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, claims on behalf of 1,374 adjunct instructors and Labor Code § 2802 claims on behalf of 4,120 other employees);
- ***Sweetland-Gil v University of the Pacific***, Case No. STK-CV-UOE-2019-0014682 (San Joaquin County Superior Court) (March 4, 2022) (certifying HammondLaw as class counsel for \$1,800,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,100 adjunct instructors);
- ***Senese v. University of San Diego***, Case No. 37-2019-00047124-CU-OE-CTL (San Diego County Superior Court) (February 8, 2022) (certifying HammondLaw as co-class counsel for \$3,892,750 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 2,071 adjunct instructors);
- ***Solis et al. v Concordia University Irvine***, Case No. 30-2019-01114998-CU-OE-CXC (Orange County Superior Court) (February 3, 2022) (certifying HammondLaw as class counsel for \$890,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, and 2802 claims on behalf of 778 adjunct instructors);
- ***McCoy et v Legacy Education LLC***, Case No. 19STCV2792 (Los Angeles County Superior Court) (November 15, 2021) (Labor Code § 2698 et seq. representative action settlement for \$76,000 for violation of Labor Code §§ 1194, 226(a), 226.7, 512, 203, and 2802 on behalf of 31 instructors);
- ***Merlan v Alliant International University***, Case No. 37-2019-00064053-CU- OE-CTL (San Diego County Superior Court) (November 2, 2021) (certifying HammondLaw as co-class counsel for \$711,500 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 803 adjunct instructors);
- ***Stupar et al. v University of La Verne***, Case No. 19STCV33363 (Los Angeles County Superior Court) (October 14, 2021) (certifying HammondLaw as class counsel for \$2,450,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512, and 203 claims on behalf of 1,364 adjunct instructors);
- ***Normand et al. v Loyola Marymount University***, Case No. 19STCV17953 (Los Angeles County Superior Court) (September 9, 2021) (certifying



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HammondLaw as class counsel for \$3,400,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,655 adjunct instructors);

- ***Veal v Point Loma Nazarene University***, Case No. 37-2019-00064165-CU-OE-CTL (San Diego County Superior Court) (August 27, 2021) (certifying HammondLaw as class counsel for \$711,500 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 670 adjunct instructors);
- ***Pillow et al. v. Pepperdine University***, Case No. 19STCV33162 (Los Angeles County Superior Court) (July 28, 2021) (certifying HammondLaw as class counsel for \$940,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,547 adjunct instructors);
- ***Moore et al v Notre Dame De Namur University***, Case No. 19-CIV-04765 (San Mateo County Superior Court) (July 1, 2021) (certifying HammondLaw as class counsel for \$882,880 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 397 adjunct instructors);
- ***Mooiman et al. v Saint Mary's College of California***, Case No. C19-02092 (Contra Costa County Superior Court) (June 10, 2021) (certifying HammondLaw as class counsel for \$1,700,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 760 adjunct instructors and Labor Code Code § 226(a) claim on behalf of 2,212 other employees);
- ***Peng v The President and Board of Trustees of Santa Clara College***, Case No. 19CV348190 (Santa Clara County Superior Court) (April 21, 2021) (certifying HammondLaw as class counsel for \$1,900,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,017 adjunct instructors and Labor Code Code § 226(a) claim on behalf of 5,102 other employees);
- ***Morse v Fresno Pacific University***, Case No. 19-CV-04350 (Merced County Superior Court) (April 6, 2021) (certifying HammondLaw as class counsel for \$1,534,725 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512 and 203 claims on behalf of 861 adjunct instructors);
- ***Miner, et al. v. ITT Educational Services, Inc.***, Case No. 3:16-cv-04827-VC (N.D. Cal.) (March 19, 2021) (certifying HammondLaw as class counsel for \$5.2 million settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512 and 2802 claims on behalf of 1,154 adjunct instructors);
- ***Harris-Foster v. University of Phoenix***, Case No. RG19019028 (Alameda County Superior Court, March 17, 2021) (certifying HammondLaw as class counsel for \$2,863,106 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 2802 putative class action on behalf of 3,447 adjunct instructors);
- ***Granberry v. Azusa Pacific University***, Case No. 19STCV28949 (Los Angeles County Superior Court, March 5, 2021) (certifying HammondLaw as class counsel for \$1,112,100 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 2802 claims on behalf of 1,962 adjunct instructors);
- ***Ott v. California Baptist University***, Case No. RIC1904830 (Riverside County Superior Court, January 26, 2021) (certifying HammondLaw as co-class

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counsel for \$700,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 512 claims on behalf of 958 adjunct instructors);

- ***Pereltsvaig v. Cartus Corporation***, Case No. 19CV348335 (Santa Clara County Superior Court, January 13, 2021) (certifying HammondLaw as class counsel in \$300,000 settlement of Labor Code §§ 226.8(a), 1194, 226(a), 226.7, 510, 512, and 2802 claims on behalf of 126 instructors);
- ***Morrison v. American National Red Cross***, Case No. 19-cv-02855-HSG (N.D. Cal., January 8, 2021) (certifying HammondLaw as class counsel in a \$377,000 Settlement of Labor Code §§ 1194, 226(a), 226.7, 510, 512 and 2802 claims on behalf of 377 instructors who taught training courses);
- ***Brown v. Cernx***, Case No. JCCP004971 (Cal. Sup. Ct. Alameda Cty. July 14, 2020) (certifying HammondLaw as co-class counsel in \$350,000 settlement of Labor Code §§ 1194, 226, 226.7, 510, 512, and 2802 claims on behalf of 309 amazon couriers);
- ***Stempien v. DeVry University***, Case No. RG19002623 (Cal. Sup. Ct. Alameda Cty. June 30, 2020) (certifying HammondLaw as class counsel for \$1,364,880 settlement Labor Code §§ 1194, 226, 226.2, 226.7, and 2802 claims on behalf of 498 adjunct instructors);
- ***McCoy v. Concorde.***, Case No. 30-2017-00936359-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. July 2, 2019) (certifying HammondLaw as class counsel for \$2,500,000 settlement of Labor Code §§ 1194, 226, 226.7, and 512 putative claims on behalf of 636 adjunct instructors);
- ***Hogue v. YRC***, Case No. 5:16-cv-01338 (C.D. Cal. June 24, 2019) (certifying HammondLaw and A&T as co-class counsel for \$700,000 settlement of Labor Code §§ 1194, 226.2, 226.7, and 2802 claims on behalf of 225 truck drivers);
- ***Sands v. Gold's Gym***, Case No. BC660124 (Cal. Sup. Ct. Los Angeles Cty. March 20, 2019) (Labor Code § 2698 *et seq.* representative action settlement for \$125,000 for violation of Labor Code § 1194, 2802 and 246 *et seq.* claims on behalf of 106 fitness instructors);
- ***Garcia v. CSU Fullerton.***, Case No. 30-2017-00912195-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. February 15, 2019) (certifying HammondLaw as class counsel for \$330,000 settlement of Labor Code §§ 1194, 226, 226.7, and 512 claims on behalf of 127 adjunct instructors);
- ***Pereltsvaig v. Stanford***, Case No. 17-CV-311521 (Cal. Sup. Ct. Santa Clara Cty. January 4, 2019) (certifying HammondLaw as class counsel for \$886,890 settlement of Labor Code §§ 1194, 226, 226.7, 512, 2802 and 2699 claims on behalf of 398 adjunct instructors);
- ***Moss et al. v. USF Reddaway, Inc.***, Case No. 5:15-cv-01541 (C.D. Cal. July 25, 2018) (certifying HammondLaw and A&T as co-class counsel for \$2,950,000 settlement of Labor Code §§ 1194, 226, 226.7, and 201-203 claims on behalf of 538 truck drivers);
- ***Beckman v. YMCA of Greater Long***, Case No. BC655840 (Cal. Sup. Ct. Los Angeles Cty. June 26, 2018) (Labor Code § 2698 *et seq.* representative

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action settlement for \$92,500 for violation of Labor Code § 1194 and 226(a) claims on behalf of 101 fitness instructors);

- ***Maldonado v. Heavy Weight Transport, Inc.***, Case No. 2:16-cv-08838 (C.D. Cal. December 11, 2017) (certifying HammondLaw and A&T as co-class counsel for \$340,000 settlement of Labor Code §§ 1194, 226, 226.2, 226.7, 226, 201-203, and 2699 claims on behalf of 160 truck drivers);
- ***Hillman v. Kaplan***, Case No. 34-2017-00208078 (Cal. Sup. Ct. Sacramento Cty. December 7, 2017) (certifying HammondLaw as class counsel for \$1,500,000 settlement of Labor Code §§ 1194, 226, 226.7, 201-203 and 2802 claims on behalf of 506 instructors);
- ***Bender et al. v. Mr. Copy, Inc.***, Case No. 30-2015-00824068-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. October 13, 2017) (certifying HammondLaw and A&T as co-class counsel for \$695,000 settlement of Labor Code §2802 claims on behalf of approximately 250 outside sales representatives);
- ***Rios v. SoCal Office Technologies***, Case No. CIVDS1703071 (Cal. Sup. Ct. San Bernardino Cty. September 6, 2017) (certifying HammondLaw and A&T as co-class counsel for \$495,000 settlement of Labor Code §2802 claims on behalf of approximately 180 outside sales representatives);
- ***Russell v. Young's Commercial Transfer, Inc.***, Case No. PCU265656 (Cal. Sup. Ct. Tulare Cty. June 19, 2017) (certifying HammondLaw and A&T as co-class counsel for \$561,304 settlement of Labor Code §§ 1194, 226, 226.2, and 201-203 claims on behalf of 962 truck drivers);
- ***Keyes v. Valley Farm Transport, Inc.***, Case No. FCS046361 (Cal. Sup. Ct. Solano Cty. May 23, 2017) (certifying HammondLaw and A&T as co-class counsel for \$497,000 settlement of Labor Code § 226, 1194, 512 and 2698 *et seq.* claims on behalf of 316 truck drivers);
- ***Numi v. Interstate Distributor Co.***, Case No. RG15778541 (Cal. Sup. Ct. Alameda Cty. March 6, 2017) (certifying HammondLaw and A&T as co-class counsel for \$1,300,000 settlement of Labor Code §§ 1194, 226.2 and 2802 claims on behalf of approximately 1,000 truck drivers);
- ***Keyes v. Vitek, Inc.***, Case No. 2016-00189609 (Cal. Sup. Ct. Sacramento Cty. February 17, 2017) (\$102,000 settlement of PAGA representative action for violation of Labor Code § 226.8 on behalf of 90 truck drivers);
- ***Martinez v. Estes West dba G.I. Trucking, Inc.***, Case. BC587052 (Cal. Sup. Ct. L.A. Cty., April 4, 2017) (certifying HammondLaw and A&T as co-class counsel for \$425,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 156 truck drivers);
- ***Sansinena v. Gazelle Transport Inc.***, Case No. S1500-CV- No 283400 (Cal. Sup. Ct. Kern Cty. December 8, 2016) (certifying HammondLaw and A&T as co-class counsel for \$264,966 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 314 truck drivers);
- ***Cruz v. Blackbelt Enterprises, Inc.***, Case No. 39-2015-00327914-CU-OE-STK (Cal. Sup. Ct. San Joaquin Cty. September 22, 2016) (certifying HammondLaw and A&T as co-class counsel for \$250,000 settlement of Labor

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Code §§ 1194, 226, and 201-203 claims on behalf of approximately 79 truck drivers);

- ***Araiza et al. v. The Scotts Company, L.L.C.***, Case No. BC570350 (Cal. Sup. Ct. L.A. Cty. September 19, 2016) (certifying HammondLaw and A&T as co-class counsel for \$925,000 settlement of Labor Code §226, 510, 512 and 2802 claims on behalf of approximately 570 merchandisers; and Labor Code 226(a) claims on behalf of approximately 120 other employees);
- ***Dixon v. Hearst Television, Inc.***, Case No. 15CV000127 (Cal. Sup. Ct. Monterey Cty. September 15, 2016) (certifying HammondLaw as class counsel for a \$432,000 settlement of Labor Code § 2802 claims on behalf of approximately 55 outside sales representatives);
- ***Garcia et al. v. Zoom Imaging Solutions, Inc.*** SCV0035770 (Cal. Sup. Ct. Placer Cty. September 8, 2016) (certifying HammondLaw and A&T as co-class counsel for \$750,000 settlement of Labor Code § 510, 512, 1194 and 2802 claims on behalf of approximately 160 sales representatives and service technicians);
- ***O'Beirne et al. v. Copier Source, Inc. dba Image Source***, Case No. 30-2015-00801066-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. September 8, 2016) (certifying HammondLaw and A&T as co-class counsel for \$393,300 settlement of Labor Code §2802 claims on behalf of approximately 132 outside sales representatives);
- ***Mead v. Pan-Pacific Petroleum Company, Inc.***, Case No. BC555887 (Cal. Sup. Ct. L.A. Cty. August 30, 2016) (certifying HammondLaw and A&T as co-class counsel for \$450,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 172 truck drivers);
- ***Lange v. Ricoh Americas Corporation***, Case No. RG136812710 (Cal. Sup. Ct. Alameda Cty. August 5, 2016) (certifying HammondLaw as co-class counsel for \$1,887,060 settlement of Labor Code § 2802 claims on behalf of approximately 550 sales representatives);
- ***Alcazar v. US Foods, Inc. dba US Foodservice***, Case No. BC567664 (Cal. Sup. Ct. L.A. Cty. March 18, 2016) (certifying HammondLaw and A&T as co-class counsel for a \$475,000 settlement on behalf of approximately 634 truck drivers);
- ***Harris v. Toyota Logistics***, Case No. C 15-00217 (Cal. Sup. Ct. Contra Costa Cty. February 9, 2016) (certifying HammondLaw and A&T as co-class counsel for \$550,000 settlement reached on behalf of approximately truck 125 drivers);
- ***Albanez v. Premium Retail Services Inc.***, Case No. RG1577982 (Cal. Sup. Ct. Alameda Cty. January 29, 2016) (Private Attorney General Act Settlement for \$275,000 on behalf of approximately 38 employees);
- ***Garcia et al v. Sysco Los Angeles, et al.***, Case No. BC560274 (Cal. Sup. Ct. L.A. Cty. November 12, 2015) (certifying HammondLaw and A&T as co-class counsel for a \$325,000 settlement on behalf of approximately 500 truck drivers);

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- ***Cooper et al. v. Savage Services Corporation, Inc.***, Case No. BC578990 (Cal. Sup. Ct. L.A. Cty. October 19, 2015) (certifying HammondLaw and A&T as co-class counsel for \$295,000 settlement on behalf of approximately 115 truck drivers);
- ***Gallardo et al. v. Canon Solutions America, Inc.***, Case No. CIVDSS1500375 (Cal. Sup. Ct. San Bernardino Cty. August 5, 2015) (certifying HammondLaw and A&T as co-class counsel for \$750,000 settlement on behalf for approximately 320 outside sales representatives);
- ***Glover v. 20/20 Companies, Inc.***, Case No. RG14748879 (Cal. Sup. Ct. Alameda Cty. August 3, 2015) (Private Attorney General Act Settlement for \$475,000 on behalf of approximately 273 independent contractors);
- ***Mayton et al v. Konica Minolta Business Solutions USA, Inc.***, Case No. RG12657116 (Cal. Sup. Ct. Alameda Cty. June 22, 2015) (certifying HammondLaw as co-class counsel for \$1,225,000 settlement on behalf for approximately 620 outside sales representatives);
- ***Garza, et al. v. Regal Wine Company, Inc. & Regal III, LLC***, Case No. RG12657199 (Cal. Sup. Ct. Alameda Cty. February 21, 2014) (certifying HammondLaw as class counsel for \$1.7 million settlement on behalf of approximately 317 employees);
- ***Moy, et al. v. Young's Market Co., Inc.***, Case No. 30-2011-00467109-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. November 8, 2013) (certifying HammondLaw as co-class counsel for \$2.3 million settlement on behalf of approximately 575 sales representatives);
- ***Gagner v. Southern Wine & Spirits of America, Inc.***, Case No. 3:10-cv-10-04405 JSW (N.D. Cal. December 11, 2012) (certifying HammondLaw as co-class counsel for \$3.5 million settlement reached on behalf of approximately 870 sales representatives);
- ***Downs, et al. v. US Foods, Inc. dba US Foodservice***, Case No. 3:10-cv-02163 EMC (N.D. Cal. September 12, 2012) (certifying HammondLaw as co-class counsel for \$3 million settlement reached on behalf of approximately 950 truck drivers)

**Approved California Consumer Cases**

- ***Siciliano et al. v. Apple***, Case No. 1-13-cv-257676 (Cal. Sup. Ct. Santa Clara Cty. November 2, 2018) (approving \$16,500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 3.9 million California subscribers to Apple InApp subscriptions);
- ***In re Ashley Madison Customer Data Security Breach Litigation***, Case No. 4:15-cv-02669 JAR (E.D. Mis. November 20, 2017) (HammondLaw appointed to the executive committee in \$11.2 million settlement on behalf of 39 million subscribers to ashleymadison.com whose information was compromised in the Ashley Madison data breach);

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- ***Gargir v. SeaWorld Inc.***, Case No. 37-2015-00008175-CU-MC-CTL (Cal. Sup. Ct. San Diego Cty. October 21, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims class action on behalf of 88,000 subscribers to SeaWorld’s annual park passes);
- ***Davis v. Birchbox, Inc.***, Case No. 3:15-cv-00498-BEN-BGS (S.D. Cal. October 14, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$1,572,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 149,000 subscribers to Birchbox’s memberships);
- ***Goldman v. LifeLock, Inc.*** Case No. 1-15-cv-276235 (Cal. Sup. Ct. Santa Clara Cty. February 5, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$2,500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 300,000 California subscribers to Lifelock’s identity protection programs); and
- ***Kruger v. Kiwi Crate, Inc.*** Case No. 1-13-cv-254550 (Cal. Sup. Ct. Santa Clara Cty. July 2, 2015) (certifying HammondLaw as class counsel in \$108,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 5,400 California subscribers to Kiwi Crate’s subscriptions).