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8 *Attorneys for Plaintiffs and the Putative Class*

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SANTA CLARA**

12
13 **RAKLY DOMINGUEZ and GRACE**
14 **DOMINGUEZ**, individually and on behalf of
all others similarly situated,

15 Plaintiffs,

16 vs.

17
18 **ALL-PRO BAIL BONDS, INC.**, a California
Corporation, **BANKERS INSURANCE**
19 **COMPANY**, A Florida Corporation, and
20 **BANKERS SURETY SERVICES, INC.**, a
Florida Corporation,

21 Defendants.
22

Case No.: 21CV381890

**DECLARATION OF JULIAN HAMMOND IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, AND MOTION FOR
ATTORNEYS' FEES AND COSTS, AND
CLASS REPRESENTATIVES SERVICE
AWARDS**

Date: September 20, 2023

Time: 1:30 p.m.

Judge: Theodore C. Zayner

Dept.: 19

1 I, Julian Hammond, declare as follows:

2 1. I am over the age of 18 and have personal knowledge of the facts set forth in this
3 declaration and could and would testify competently to them. I am a member in good standing of the Bar
4 of the State of California. I am licensed to practice before all courts in the State of California.¹

5 2. I am the principal of the law firm HammondLaw, P.C. (“HammondLaw” or “Class
6 Counsel”) and counsel for the Plaintiffs Rakly Dominguez and Grace Dominguez (“Plaintiffs”) and a
7 putative class of all non-spouse co-signers who signed an All-Pro Surety Bail Bond Indemnity Agreement
8 and an All-Pro Promissory Note for Surety Bail Bond at any time prior to May 1, 2021, and for which a
9 payment was sought from, owed, or made to All-Pro (or any third party collection agency collecting
10 payments on behalf of All-Pro) pursuant to the All-Pro Agreements at any time between May 25, 2017
11 and April 24, 2023 (“Class Period”). My firm resume is attached as **Exhibit 1**.

12 3. I have no knowledge of the existence of any conflicting interests between my firm and
13 any of its attorneys, on the one hand, and Plaintiff or any Class Member, on the other.

14 4. I submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class
15 Action Settlement and Motion for Approval of Attorneys’ Fees and Costs, and Class Representative
16 Service Awards.

17 **PERCENTAGE OF THE FUND ANALYSIS**

18 5. Class Counsel seek an attorneys’ fee award that is 33.33% of the \$2,300,000 Gross
19 Settlement (*i.e.*, \$766,590) and only 3.2% of the total settlement value when including the \$21.5 million
20 in injunctive relief secured as a result of this Settlement.² This amount is reasonable considering Class
21 Counsel’s extensive experience in wage and hour class actions, the work done by Class Counsel on this
22 case, the manner in which Counsel effectuated this result to ensure prompt payment to the Class by
23 negotiating an excellent Settlement within less than a year of filing the lawsuit, the risk of non-recovery
24 after substantial investment of time and resources undertaken by Class Counsel, and the continued time

25 ¹ I am also an active member of the Bar of the State of New York and of the Washington State Bar
26 Association. I am also admitted to practice as a Barrister-at-Law in both the New South Wales and
27 Victorian Supreme Courts, located in Australia.

28 ² Pursuant to the proposed Settlement, All-Pro agrees that it will be subject to a stipulated permanent
injunction enjoining All-Pro, and persons or entities acting in concert with All-Pro, from the Effective
Date onwards, from collecting from all non-spouse co-signers that signed an All-Pro Agreement at any
time prior to May 1, 2021, any outstanding installment premium payments remaining due and owing on
All-Pro Agreements executed prior to May 1, 2021. Based on information provided by All-Pro, Counsel
for Plaintiffs estimates the value of this relief to Class Members within the Class Period at \$21.5 million.

1 and expense that Class Counsel will incur by administering the fair distribution of the settlement fund
2 should this Court grant approval.

3 6. Class Counsel's fee request is justified in light of the fact that 1/3 of the common fund is
4 a percentage that California courts routinely award in common fund settlements. Class Counsel has been
5 awarded 1/3 or more of the common fund in numerous class and representative actions including *Harrold*
6 *v. California Family Health LLC*, Case No. 34-2022-00323409 (Sacramento County Superior Court)
7 (August 17, 2023) (approving fees of 35% of \$223,000 representative action settlement); *Carr et al v*
8 *Konica Minolta Business Solutions U.S.A., Inc.*, Case No. 21CV001245 (Alameda County Superior
9 Court) (June 27, 2023) (approving fees of 1/3 of \$1,247,907.53 class settlement); *Castillo v. Holy Names*
10 *University*, Case No. HG21097245 (Alameda County Superior Court) (May 2, 2023) (approving fees of
11 1/3 of \$907,701 class settlement); *Glor v iHeart Media + Entertainment*, Case No. 22CV005286
12 (Alameda County Superior Court) (February 14, 2023) (approving fees of 1/3 of \$1,1220,000 class
13 settlement); *Cassidy v. Keyence Corporation of America*, Case No. 21CV382350 (Santa Clara County
14 Superior Court) (February 8, 2023) (approving fees of a 1/3 of \$300,000 settlement); *Rodriguez v River*
15 *City Bank*, Case No. 1-13-cv-257676 (Sacramento County Superior Court, October 26, 2022) (approving
16 fees of a 35% of \$140,000 class settlement); *Burleigh v. National University*, Case No. MSC21-00939
17 (Contra Costa Cty. Sup. Ct.) (Aug. 26, 2022) (approving fees of 40% of \$925,000 class settlement);
18 *Costa v. University of Antelope Valley*, Case No. 21STCV18531 (Los Angeles County Superior Court)
19 (August 23, 2022) (approving fees of a 1/3 of \$150,000 settlement); *Parsons v. La Sierra University*,
20 Case No. CVRI2000104 (Riverside County Superior Court, May 19, 2022) (approving fees of a 1/3 of
21 \$578,220 class settlement); *Chindamo v. Chapman University*, Case No. 30-2020-01147814-CU-OE-
22 CXC (Orange County Superior Court) (April 15, 2022) (approving fees of 1/3 of \$1,150,000 class
23 settlement); *Sweetland-Gil v. University of the Pacific*, Case No. STK-CV-UOE-2019-0014682 (San
24 Joaquin County Superior Court) (March 4, 2022) (approving fees of 1/3 of \$1,800,000 class settlement);
25 *Senese v. University of San Diego*, Case No. 37-2019-00047124-CU-OE-CTL (San Diego County
26 Superior Court) (February 8, 2022) (approving fees of 1/3 of \$3,892,750 class settlement); *Solis et al. v.*
27 *Concordia University Irvine*, Case No. 30-2019-01114998-CU-OE-CXC (Orange County Superior
28 Court) (February 3, 2022) (approving fees of 1/3 of a \$890,000 class settlement); *McCoy et al. v. Legacy*
Education LLC, Case No. 19STCV2792 (Los Angeles County Superior Court) (November 15, 2021)
(approving fees of 1/3 of a \$76,000 settlement); *Merlan v. Alliant International University*, Case No. 37-
2019-00064053-CU- OE-CTL (San Diego County Superior Court) (November 2, 2021) (approving fees
of 1/3 of a \$711,500 class action as "not out of line with class action fee awards calculated using the

percentage-of-the-benefit method”); *Stupar et al. v University of La Verne*, Los Angeles Superior Court (October 14, 2021) (approving fees of 33% in \$2,450,000 class settlement); *Normand v. Loyola Marymount University*, Case No. 19STCV17953 (Los Angeles Superior Court) (September 9, 2021) (approving fees of 33% in \$3,400,000 class settlement); *Veal v Point Loma Nazarene University*, Case No. 37-2019-00064165-CU-OE-CTL (San Diego Superior Court) (August 27, 2021)(approving fees of 33.33% in \$711,000 class settlement); *Pillow et al. v. Pepperdine University*, Case No. 19STCV33162 (Los Angeles Superior Court)(July 28, 2021) (approving fees of 33% in \$940,000 class settlement); *Moore et al. v. Notre Dame De Namur University*, Case No. 19-CIV-04765 (San Mateo County Superior Court) (July 1, 2021) (approving fees of 33% in \$882,880 class settlement); *Peng v. The President and Board of Trustees of Santa Clara College*, Case No. 19CV348190 (Santa Clara County Superior Court) (April 21, 2021) (approving fees of 33% in \$1,900,000 class settlement); *Morse v Fresno Pacific University*, Case No. 19-CV-04350 (Merced County Superior Court) (April 6, 2021) (approving fees of 33% in \$1,534,725 class settlement); *Miner, et al. v. ITT Educational Services, Inc.*, Case No. 3:16-cv-04827-VC (N.D. Cal.) (March 19, 2021) (approving fees of 33% in a \$5.2 million class settlement); *Granberry v. Azusa Pacific University*, Case No. 19STCV28949 (Los Angeles County Superior Court) (March 5, 2021) (approving fees of 33% in a \$1,112,100 class settlement); *Ott v. California Baptist University*, Case No. RIC1904830 (Riverside County Superior Court) (January 26, 2021) (33% fee award in \$700,000 class settlement); *Pereltsvaig v. Cartus Corp.*, Case No. 19CV348335 (Santa Clara County Superior Court) (Jan. 13, 2021) (approving fees of 1/3 in a \$300,000 class settlement); *Pereltsvaig v. Leland Stanford Jr. University*, Case No. 17-CV-311521 (Cal. Sup. Ct. Santa Clara Cnty. Jan. 4, 2019) (approving fee of 33% in \$886,890 class settlement); and other class settlements.

7. In my professional experience, percentage-of-the-fund awards are frequently used as the basis for awarding successful plaintiff’s attorneys their fees in common fund settlements. My understanding is that the courts’ bases for favoring percentage-of-the-fund awards in common fund settlements include (1) fairly compensating the attorneys based on the benefits brought to the class; (2) providing an incentive for counsel to efficiently litigate cases, rather than spend excessive hours to prolong litigation and justify a higher lodestar; (3) providing incentive for settlement, which is particularly preferred in class actions; (4) equitably spreading the attorneys’ fees among class members who benefit from their work at a rate that closely mirrors percentages paid on individual contingency fees cases; and (5) relieving some of the workload on an overtaxed judicial system while still providing fairness to the class through judicial oversight of class settlements.

1 8. Class Counsel’s fee request is justified under all of these factors. Class Counsel agreed to
2 represent Plaintiffs and the putative Class on a contingency basis, and further agreed to advance all
3 litigation costs. Class Counsel also took on this case despite the known risks associated with Plaintiffs’
4 claims and the Class allegations. These risks included:

5 (a) All-Pro’s potential argument that the exclusive remedy for a violation of Civil Code § 1799.91
6 is provided in § 1799.95, which merely prohibits a creditor from filing an action against a co-signor
7 based on a consumer credit contract if the requisite notice was not included in the contract, meaning that
8 there is no basis for Plaintiffs and Class Members to seek restitution for payments already made on their
9 All-Pro agreements, unless All-Pro collected money from them as a result of legal action, and the total
10 potential recovery available to the Class is minimal;

11 (b) All-Pro’s potential argument that a Court would find that the initial payments or down
12 payments made by CMs are not properly considered part of any consumer credit contract entered into by
13 Class Members because they were not amounts agreed to be paid on “a deferred payment basis” as
14 defined under § 1799.90(a) and are therefore not recoverable;

15 (c) All-Pro’s potential argument that restitution under UCL requires an offset against any benefit
16 received by Class Members from the bail bonds agreement; and

17 (d) the risk posed by recent legislative and policy developments in California that significantly
18 reduced All-Pro’s revenues over the past two years and proposed legislation and trends in bail practice
19 that would potentially further reduce All-Pro’s revenues over the next several years, which raised the
20 possibility that Plaintiffs would be unable to collect a judgment of any significant amount from All-Pro.

21 9. As to class certification, All-Pro could have potentially argued that, in many instances, it
22 is impossible to determine whether payments on the All-Pro agreements were made by Class Members
23 or by other individuals, including: cash payments that would be recorded against the relevant All-Pro
24 Agreement but for which the identity of the individual making the payment would not necessarily be
25 recorded; payments made by individuals who pooled contributions in order to make a single payment;
26 and, payments made on All-Pro Agreements co-signed by non-Class Members who may have made the
27 relevant payments or have been the source of funds for those payments. Thus, a court might determine
28 that individual issues regarding the fact and extent of the harm actually suffered by specific Class
Members would predominate and a class should not be certified.

10. There was also the risk posed by Defendants Bankers Insurance Company’s and Bankers
Surety Services, Inc.’s contentions that Bankers Insurance Company, as a surety on bail bonds issued by
All-Pro, and Bankers Surety Services, Inc., an internal general agency for Bankers Insurance Company,

do not control or participate in any way in any extension of credit for any remaining premium due to All-Pro from those who purchase bail bonds from All-Pro, and are not liable for any failure by All-Pro to provide any required notice under California Civil Code § 1799.91 to non-spousal co-signers.

11. Despite all of these risks, Class Counsel were able to obtain a very favorable settlement in a relatively short time after filing this lawsuit.

12. The requested 1/3 of the Gross Settlement 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 firm and the benefit conferred to the Class, particularly when it would be impossible *ex ante* to enter a fair fee arrangement with all the members of the Class.

LODESTAR-MULTIPLIER ANALYSIS

13. HL’s combined lodestar amount (reasonable hours times reasonable hourly rates) through August 25, 2023 is \$326,517.50. Plaintiffs’ requested lodestar amount represents approximately 427 hours of work by attorneys billed at regular, established billing rates.

14. In this section of the declaration, I provide a summary of the general tasks performed by my firm at each stage of the litigation in order to assist the Court in evaluating the reasonableness of the hours submitted by Plaintiffs. I have divided the time spent litigating this case into four separate phases. Phase I consisted of pre-filing work including fact investigation, case analysis, drafting of pleadings, and scheduling matters related to court hearings. Phase II consisted of discovery and preparation for mediation. Phase III consisted of attendance at mediation and negotiations until the settlement agreement had been signed. Phase IV consisted of post settlement motions (preliminary and final approval), notice administration, and correspondence with Class Members.

PHASE I WORK

15. Phase I consisted of pre-filing fact investigation and case analysis, drafting of pleadings throughout the litigation, and case management conferences. The total time expended by Plaintiffs’ Counsel on these tasks was 87.8 hours for a lodestar of \$66,980, as follows:

	Hammond	Cherniak	Brandler	Michelson	Barnes	Total
Investigation	12.70	2.50	0.50	22.60	-	38.30
Pleadings	2.50	3.20	2.70	16.30	-	24.70
Hearings	2.50	13.40	0.40	7.20	1.30	24.80
TOTAL	17.70	19.10	3.60	46.10	1.30	87.80

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1 16. The “Investigation” work included discussions and interviews between Plaintiffs’
2 Counsel, Plaintiffs, and other Class Members about bail bonds they arranged and bail bond premium
3 financing agreements they entered into with All-Pro; investigation of Defendants’ organizational and
4 operational structures, the relationship between Defendants, the nature of bail bond premium financing
5 agreements offered by Defendants, and the notices provided to Class Members regarding All-Pro’s bail
6 bond premium financing agreements..

7 17. The “Pleadings” work included drafting, researching, reviewing and/ or discussing the
8 initial Complaint; and other filings with the Court.

9 18. The “Hearings” work includes meeting and conferring; drafting and reviewing Case
10 Management Conference statements and stipulations; corresponding with Defendant and with the Court
11 on conference dates; and, reviewing/discussing various emails, statements and minute orders.

12 **PHASE II WORK**

13 19. Phase II consisted of discovery and mediation preparation. During this phase, Plaintiffs’
14 Counsel engaged in extensive informal discovery and drafted a detailed mediation brief. The total time
15 expended by Plaintiffs’ Counsel on these tasks was 165.8 hours for a lodestar of \$125,857, as follows:

	Hammond	Cherniak	Brandler	Michelson	Barnes	Total
Discovery	2.50	4.60		6.80	-	13.90
Mediation Prep	12.40	6.20	16.60	100.90	15.80	151.90
TOTAL	14.90	10.80	16.60	107.70	15.80	165.80

16
17 20. The “Discovery” work included reviewing and analyzing key data and documents
18 produced by Defendants including: (a) information and underlying data regarding payments made to All-
19 Pro during the Class Period by Class Members on bail bond premium financing agreements entered into
20 with All-Pro; (b) information and underlying data regarding payments made to third-party collection
21 agencies during the Class Period by Class Members on bail bond premium financing agreements entered
22 into with All-Pro; (c) information and underlying data regarding current balances payable to All-Pro on
23 bail bond premium financing agreements entered into by Class Members with All-Pro during the Class
24 Period; (d) information and underlying data regarding current balances payable to third-party collection
25 agencies on bail bond premium financing agreements entered into by Class Members with All-Pro during
26 the Class Period; (e) information regarding small claims default judgments awarded to All-Pro between
27 May 2017 and the mediation; (f) information regarding accounts where garnishment was enforced and
28 payments received by All-Pro between May 2017 and the mediation; and (g) the Supervising Producer
Agreement between All-Pro and Defendants Bankers Insurance Company and Bankers Surety Services,

1 Inc.

2 21. This also included Plaintiffs' counsel own investigation, gathering additional documents
3 and information including exemplars of All-Pro's promissory notes for surety bail bonds entered into by
4 non-spousal co-signers during the Class Period, exemplars of All-Pro's surety bail bond indemnity
5 agreements executed by non-spousal co-signers during the Class Period, reports and research papers
6 regarding the operation of the bail bond industry, documents regarding the respective organizational
7 structures of Defendants and the relationships between them, and corporate documents filed by
8 Defendants with the California and Florida Secretaries of State, respectively.

9 22. The "Mediation Prep" work included meeting and conferring with Defendant regarding
10 mediators and mediation dates; drafting a detailed mediation brief with a legal and factual analysis of
11 Plaintiffs' claims and a detailed damages model based on an analysis of the class data including the class
12 size (38,500), the total installment payments made to All-Pro and third-party collection companies on
13 All-Pro Agreements signed by Class Members (approximately \$22.9 million) the total initial payments
14 or downpayments (an estimated \$13.3 million), and the remaining amounts owed on All-Pro Agreement
15 signed by Class Members (approximately \$21.5 million); selecting and assembling supporting exhibits;
16 reviewing Defendant's mediation brief; and discussing the scope of the case and mediation strategy.

17 PHASE III WORK

18 23. Phase III consisted of the mediation and settlement negotiations. During this phase,
19 Plaintiffs' Counsel attended the mediation with experienced and highly respected mediator Bruce
20 Friedman; and negotiated and finalized the long-form Settlement Agreement. The total time expended
21 by Plaintiffs' Counsel on these tasks was 61.1 hours for a lodestar of \$48,110, as follows:

	Hammond	Cherniak	Brandler	Michelson	Barnes	Total
Mediation	7.50	-		7.50	7.50	22.50
Settlement	3.3	5.10	0.2	1.10	28.90	38.6
TOTAL	10.80	5.10	0.20	8.60	36.40	61.10

22 24. The "Mediation" work included preparing for mediation the morning of the mediation and
23 attending the mediation via Zoom.

24 25. The "Settlement" work included negotiating the settlement structure, the class definition,
25 the payment structure, Release Language, timing of the funding, *cypres* beneficiary, and other key terms;
26 obtaining and comparing bids from settlement administrators; reviewing, editing and finalizing the long-
27 form Settlement Agreement, and Class Notice; and revising the Class Notice as directed by the Court in
28 its order granting preliminary approval.

PHASE IV WORK

26. Phase IV consisted of obtaining approval of the Settlement and overseeing the administration of Notice to the Class. During this phase, Plaintiffs’ Counsel drafted a detailed preliminary approval motion and supporting declaration with an in-depth analysis of Plaintiffs’ claims, the underlying allegations, Defendant’s defenses, the strength of each defense, and maximum and realistic liability on the class claims; drafted a supplemental declaration addressing the Court’s concerns raised in its tentative rulings issued on January 31, 2023; approved the Class Notice for mailing; responded to the Settlement Administrator’s questions; oversaw administration of the notice including reviewing weekly reports circulated by the Settlement Administrator; responded to Class Member inquiries; and, drafted the final approval motion, fees motion, and the instant declaration. The total time expended by Plaintiffs’ Counsel on these tasks was 112.5 hours for a lodestar of \$85,570, as follows:

	Hammond	Cherniak	Brandler	Michelson	Barnes	Total
Settlement Approval	5.8	18.6	1.5	3.50	83.10	112.5

PLAINTIFFS COUNSEL’S QUALIFICATIONS AND HOURLY RATES

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

a. Julian Hammond

28. *Qualifications and Experience.* I have been practicing law since 2000. I was admitted as a Solicitor in New South Wales in 2000. In 2002, I was admitted to the New York State Bar, and in 2002 I was admitted as a Barrister in New South Wales. As a Barrister, from approximately 2002 to 2008, I first-chaired four cases and second-chaired at least 10 cases. I also advised high profile institutional clients and advised and represented individuals and groups of individuals in a wide variety of matters, including pharmaceutical product liability, oil-spill, eminent domain and other real estate matters, and breach of contract. Thereafter and for the majority of my career I have represented plaintiffs in employment and consumer cases. From 2008 until 2010, I worked with Ackermann & Tilajef, P.C. in Los Angeles, California where I worked with employees in a number of wage and hour class actions, as well as small groups of clients in sexual discrimination, FMLA discrimination, retaliation and similar cases.

29. In 2010 I founded my firm HL, P.C. Since the founding of my firm, I was the lead or co-lead counsel in over 70 employment and consumer class actions in state and federal courts in California and Washington state. I represented employees across a variety of industries, including outside salespersons in the liquor distribution industry and in the photocopier distribution industry securing

1 settlements against major players in both industries for violations of Labor Code § 2802 and securing
2 significant increases in the amount of money they received for expense reimbursement. I also represented
3 thousands of truck drivers in California, securing settlements and compensation changes going forward
4 against the largest trucking companies in the United States for unpaid wages and premium pay. I have
5 also represented employees who have worked as pet groomers, fitness instructors, and most recently,
6 adjunct instructors. My firm recently litigated one class action on behalf of instructors all the way through
7 to trial and prevailed. *Gola v. University of San Francisco*, No. CGC-18-565018 (San Francisco County
Superior Court, March 3, 2021).

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

20 31. My firm was also on the Executive Committee in the MDL case titled *In re Ashley*
21 *Madison Customer Data Security Breach Litigation*, Case No. MDL 2669 (E.D. Mis. Dec. 9, 2015)
22 (\$11.2 million claims-made settlement on behalf of approximately 39 million Ashley Madison users
23 alleging privacy violation); and is currently co-lead counsel in *In Re Betterhelp, Inc. Data Disclosure*
24 *Cases*, Case No. 23-cv-01033-RS (N.D. Cal. July 24, 2023).

25 32. *Billing Rate.* My 2023 billing rate is \$925 per hour. Surveys I have reviewed and experts
26 I have consulted demonstrate to me that this rate is similar to rates charged by comparable attorneys for
27 similar class action work and complex litigation..

28 **b. Polina Brandler**

33. *Qualifications and Experience.* Ms. Brandler’s practice has focused on wage and hour
and consumer class actions for over a decade. Ms. Brandler has been responsible for all facets of wage
and hour actions, from pre-filing investigation, discovery, and motion practice, settlement negotiations,

1 trial, appeal and/or settlement approval. She has been certified as class counsel in more than 45 class
2 actions, including numerous wage and hour cases. She was one of the primary attorneys litigating the
3 *Fisher v. MoneyGram* case, which, as discussed above, resulted in an important victory for consumers
4 on an arbitration issue. Ms. Brandler also second chaired the trial in this case. Prior to joining
5 HammondLaw, Ms. Brandler clerked for the Honorable Anita H. Dymant of the Appellate Division of
6 the Los Angeles Superior Court from 2009 to 2012. Ms. Brandler received her B.A. in history cum laude
7 from the Macaulay Honors College at the City University of New York in 2005, and her J.D. from the
8 Benjamin N. Cardozo School of law in 2009. While in law school, Ms. Brandler was an intern for the
9 Honorable Sandra L. Townes of the Southern District of New York where she assisted in drafting two
10 published decisions.

11 34. *Billing Rate.* Ms. Brandler's time is billed at \$750 per hour. Surveys I have reviewed and
12 experts I have consulted demonstrate to me that this rate is similar to rates charged by comparable
13 attorneys for similar class action work and complex litigation.

14 **c. Ari Cherniak**

15 35. *Qualifications and Experience.* Mr. Cherniak has extensive class action litigation
16 experience. Mr. Cherniak's practice has focused on wage and hour employment and consumer class
17 action since 2012, during which time he has been appointed, along with other members of the
18 HammondLaw Team, as class counsel in over 70 class actions. Mr. Cherniak handles all aspects of
19 litigation, including drafting pleadings, motions/oppositions, briefs, and discovery, and brings to our team
20 an extensive knowledge of procedural requirements. He received his B.S. in Philosophy cum laude from
21 Towson University in 2007, and his J.D. from Tulane Law School in 2011.

22 36. *Billing Rate.* Mr. Cherniak's time is billed \$650 per hour. Surveys I have reviewed and
23 experts I have consulted demonstrate to me that this rate is similar to rates charged by comparable
24 attorneys for similar class action work and complex litigation.

25 **d. Adrian Barnes**

26 37. *Qualifications and Experience.* Mr. Barnes is a recognized employment law and
27 consumer protection attorney, with over 12 years of experience. Since graduating from law school, Mr.
28 Barnes has spent the majority of his career representing the interests of employees and union members
in labor and employment cases. Mr. Barnes has represented clients in more than 20 arbitrations, before
the PERB, and before the NLRB. Mr. Barnes has also been appointed class counsel in more than 40 class
actions brought on behalf of employees and consumers, and has secured settlements totaling at least \$10
million.

1 38. Mr. Barnes graduated from the University of California, Berkeley, in 2001, and from
2 Columbia Law School, in 2007, where he was a member of the *Columbia Law Review* and received
3 Columbia's Emil Schlesinger prize for excellence in labor law.

4 39. *Billing Rate.* Mr. Barnes' time is billed at an hourly rate of \$775. Surveys I have reviewed
5 and experts I have consulted demonstrate to me that this rate is similar to rates charged by comparable
6 attorneys for similar class action work and complex litigation.

7 **e. Dr. Arie Michelsohn**

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

14 41. *Billing Rate.* Dr. Michelsohn's current billing rate is \$750 per hour.³ Surveys I have
15 reviewed and experts I have consulted demonstrate to me that this rate is similar to, and in fact lower
16 than, rates charged by comparable attorneys for similar class action work and complex litigation.

17 **HOURS SPENT ON LITIGATION ARE REASONABLE**

18 42. I was responsible for managing Plaintiffs' Counsel's work. In managing the case, I made
19 every effort to litigate this matter efficiently by coordinating the work of HL attorneys, minimizing
20 duplication, and assigning tasks in a time and cost-efficient manner, based on the timekeepers'
21 experience levels and talents. In my professional judgment, the involvement of each of the attorneys in
22 the case was necessary to provide adequate and effective representation to Plaintiffs in this complex
23 litigation. The varied types of abilities and levels of experience of the attorneys who worked on this case
24 allowed us to delegate tasks efficiently and provide skilled coverage. The instances where multiple
25 attorneys contributed to the same task (for example, the mediation brief) were, in my professional
26 judgment, necessary to ensure coordination and accuracy, and to capture the particular expertise of each
27 attorney.

28 43. In preparation for this motion, Mr. Cherniak oversaw a review of my firm's time records
and exercised his billing judgment to delete and/or reduce certain time entries based on his experience in

³ Dr. Michelsohn is no longer employed by HammondLaw. As such, his "current rate" used for the lodestar calculation is based upon his 2022 rate, which was his final year of employment with the firm.

1 similar lodestar calculations in other complex cases, and based on his knowledge of the tasks assigned to
2 each attorney in this case.

3 44. In sum, it is my opinion and professional judgment that the hours spent by Plaintiffs’
4 Counsel were both reasonable and necessary to the effective representation of our client and the Class.
5 My opinion is informed by my involvement as lead-counsel, and over a decade of experience in litigating
6 many large class actions in which, similar to this case, it was necessary to field and manage a team of
7 lawyers, with different levels of experience and types of expertise, to carry out the work required by the
8 case.

9 **REASONABLE HOURLY RATES**

10 45. Plaintiffs’ Counsel are requesting that their time on this case be compensated on a
11 percentage-of-the-fund basis, with a lodestar-multiplier cross check in which the requested fees are
12 viewed in light of the prevailing market rates. Based on my knowledge of billing rates and practices and
13 surveys and court decisions I have reviewed, I believe that our hourly billing rates shown in the table
14 immediately below are consistent with the rates charged by comparable attorneys for similar class action
15 work and complex litigation; and that the rates we charge are reasonable for attorneys of our experience,
16 reputation, and expertise practicing complex and class action litigation.

Attorney/Timekeeper	Year Admitted	Rate
Julian Hammond, Principal	2000	\$925
Arie Michelsohn, Counsel	1999	\$750
Adrian Barnes, Senior Counsel	2007	\$775
Polina Brandler, Counsel	2010	\$750
Ari Cherniak, Associate	2011	\$650

17 46. HL’s current hourly rates were approved in *Harrold v California Family Health LLC*,
18 Case No. 34-2022-00323409 (Sacramento County Superior Court) (August 17, 2023); *Harris v Southern*
19 *New Hampshire University*, Case No. RG21109745 (Alameda County Superior Court) (May 12, 2023),
20 *Castillo v. Holy Names University*, Case No. HG21097245 (Alameda County Superior Court) (May 2,
21 2023); and *Carr et al v Konica Minolta Business Solutions U.S.A., Inc.*, Case No. 21CV001245 (Alameda
22 County Superior Court) (June 27, 2023) (awarding 2.1 multiplier calculated using my firm’s 2023 rates).

23 47. HL’s slightly lower 2022 hourly rates have been approved in *Glor v iHeart Media +*
24 *Entertainment*, Case No. 22CV005286 (Alameda County Superior Court) (February 14,
25 2023)(approving Class Counsel’s hourly rates as reasonable, and within the range of market rates that
26
27
28

attorneys with similar levels of skill, experience and reputation for handling matters of similar complexity); *Cassidy v. Keyence Corporation of America*, Case No. 21CV382350 (Santa Clara County Superior Court) (February 8, 2023); *Rodriguez v. River City Bank*, Case No. 1-13-cv-257676 (Sacramento County Superior Court, October 26, 2022); *Burleigh v. National University*, Case No. MSC21-00939 (Contra Costa County Superior Court, Aug. 26, 2022); *Costa v. University of Antelope Valley*, Case No. 21STCV18531 (Los Angeles County Superior Court, August 23, 2022); *Parsons v. La Sierra University*, Case No. CVRI2000104 (Riverside County Superior Court, May 19, 2022); *Sweetland-Gil v. University of the Pacific*, Case No. STK-CV-UOE-2019-0014682 (San Joaquin County Superior Court, March 4, 2022); and *Senese v. University of San Diego*, Case No. 37-2019-00047124-CU-OE-CTL (San Diego County Superior Court, February 8, 2022).

REQUESTED MULTIPLIER IS REASONABLE

48. As of August 25, 2023, Plaintiffs’ Counsel have spent at least 427 working on this case. Using our 2023 billing rates, these hours equate to a lodestar of approximately \$326,517. The hours, hourly rates, and lodestar value for the staff that billed to this case are as follows:

Attorney/Timekeeper	Rate	Hours	Lodestar
Julian Hammond, Principal	\$925	49.20	\$45,510.00
Arie Michelsohn, Counsel	\$750	165.90	\$124,425.00
Adrian Barnes, Senior Counsel	\$775	136.60	\$105,865.00
Polina Brandler, Counsel	\$750	21.90	\$15,877.50
Ari Cherniak, Associate	\$650	53.60	\$34,840.00
TOTAL		427.20	\$326,517.50

49. The requested fees represent a multiplier of 2.35 to our current lodestar. My firm will spend additional 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 multiplier by the time this case is concluded.

50. My firm has been awarded similar or higher multipliers in many other class action settlements including *Carr et al v Konica Minolta Business Solutions U.S.A., Inc.*, Case No. 21CV001245 (Alameda County Superior Court) (June 27, 2023) (awarding 2.1 multiplier); *Glor v. iHeart Media + Entm’t, Inc.*, Case No. 22CV005286 (Alameda County Superior Court, February 14, 2023)(awarding 2.12 multiplier); *Burleigh v. Brandman University*, Case No. 30-2020-01172801-CU-OE-CXC (Orange County Superior Court, January 27, 2023) (awarding 2.1 multiplier); *Sweetland-Gil*

1 v. *University of the Pacific*, Case No. STK-CV-UOE-2019-0014682 (San Joaquin County Superior
2 Court, March 4, 2022) (awarding 2.52 multiplier); *Senese v. University of San Diego*, Case No. 37-2019-
3 00047124-CU-OE-CTL (San Diego County Superior Court, February 8, 2022) (awarding 2.98
4 multiplier); *Stupar et al. v. University of La Verne*, Case No. 19STCV333363 (Los Angeles County
5 Superior Court, October 14, 2021) (awarding 2.48 multiplier); *Normand v. Loyola Marymount*
6 *University*, Case No. 19STCV17953 (Los Angeles County Superior Court, September 9, 2021)
7 (awarding 3.53 multiplier so that “counsel should not be disadvantaged for efficient litigation tactics and
8 that lowering the percentage-of-gross fee award could encourage inefficient litigation”); *Mooiman et al.*
9 *v. Saint Mary’s College of California*, Case No. C19-02092 (Contra Costa County Superior Court, June
10 10, 2021) (awarding 2.0 multiplier); *Peng v. The President and Board of Trustees of Santa Clara College*,
11 Case No. 19CV348190 (Santa Clara County Superior Court, April 21, 2021) (awarding 2.75 multiplier);
12 *Morse v Fresno Pacific University*, Case No. 19-CV-04350 (Merced County Superior Court, April 6,
13 2021) (awarding a 3.13 multiplier); *Harris-Foster v. University of Phoenix*, Case No. RG19019028
14 (Alameda County Superior Court, March 17, 2021) (awarding 3.05 multiplier); and *Stempien v. DeVry*
15 *University, Inc.*, No. RG19002623 (Alameda County Superior Court, June 30, 2020) (awarding a 2.46
16 multiplier).

17 51. My understanding is that the bases for approving multipliers include (1) the significant
18 contingency risk assumed by Counsel in accepting the representation; (2) the novel and complex nature
19 of the case; (3) the results achieved; and (4) the preclusion of other employment that resulted from the
20 intensive work required by this case. All four of these factors support Class Counsel’s requested
21 multiplier.

22 **A. Contingent Risk**

23 52. My firm undertook and litigated this case on a contingent fee basis, assuming a significant
24 risk that the litigation would yield no recovery and leave us uncompensated for over 427 hours and
25 \$12,000 in out of pocket costs. The risk of nonpayment was real especially in view of All-Pro’s many
26 potential contentions on the merits and on class certification as discussed above, the risk that Plaintiffs
27 would be unable to establish any liability of the Bankers Entities, and, if able to secure a judgment against
28 only All-Pro, would be unable to collect any significant portion of that judgment.

53. If the parties continued to litigate this case, Defendants would seek a number of rulings
on the issues central to their respective liabilities and exposure. If any of the Defendants prevailed on
any of these issues, Plaintiffs’ likely recovery would be reduced, in some cases substantially. Although
the parties disagreed about the viability of several of Defendants’ arguments and positions, the ultimate

1 outcome of each issue was uncertain. On many such issues, the losing party would undoubtedly appeal
2 given that some of the central legal issues in this case have not been conclusively addressed by an
3 appellate court. While Plaintiffs believed that they had a strong chance of succeeding in a state court on
4 all issues, the outcome after all appeals was far from certain.

5 54. After over a decade of practice as the principal of my own law firm, I am familiar with
6 the significant financial risks associated with litigating contingency cases. In any contingency case, there
7 is a possibility that the attorneys will never recover their fees, even after spending years on a matter, and
8 investing substantial resources. Attorneys agree to undertake this risk only if they believe they will be
9 able to receive a premium for doing so and succeeding in the effort, such as that reflected by an
10 enhancement to the lodestar. At my firm, and to my personal knowledge, other firms like ours, we are
11 able to undertake risky and expensive complex cases only because of the availability of an enhanced fee
12 award in cases where we prevail and the case-specific factors warrant one. Indeed, declining to approve
13 percentage-of-the-fund awards that are multiples of the lodestar would have the perverse effect of
14 penalizing counsel for efficiency and could create incentives for counsel to perform unnecessary work
15 or engage in avoidable litigation rather than resolving cases quickly. Here, my firm obtained an excellent
16 result for the Class quickly, in large part due to Class Counsel's experiences in complex litigation and
17 skill in targeting the data and other information needed to assess the reasonable settlement value of the
18 case.

19 **B. Novelty and Complexity of the Case**

20 55. The litigation was complex, involving novel issues not yet conclusively decided by an
21 appellate court, as well as issues regarding class certification. In the absence of settlement, Plaintiffs
22 would have to engage in motion practice, starting with opposing Defendants' expected respective
23 demurrers, complete formal discovery, and file a class certification motion. Plaintiffs would then have
24 to spend dozens of hours preparing for trial. Assuming Plaintiffs won, Defendants would likely appeal.
25 At the end of a trial and appeals, Plaintiffs could win and collect full recovery, could win and collect a
26 portion of the recovery sought, or could lose and collecting nothing at all. If Plaintiffs lost, they would
27 consider appealing, and may or may not have prevailed. The uncertainties of continued litigation
28 presented a very real risk that Plaintiffs would be unable to litigate their class claims at all and put Class
Members at a risk of recovering nothing.

C. Significance of the Results Obtained

56. Plaintiffs obtained excellent results in this case. The combined \$2.3 million Gross
Settlement Amount and \$21.5 million in injunctive relief provided for in the Settlement Agreement

1 represent 41% of Defendants' maximum exposure and 78% of Defendants' realistic exposure. The
2 average payment per CM is \$41.82 and the high payment is \$943.66. The significant and immediate relief
3 provided by this Settlement justifies final approval, especially in light of the risks presented by
4 Defendants' potential and actual defenses and the inherent uncertainties of continued litigation.

4 **D. Preclusion of Other Employment**

5 57. To meet the needs of the case, my firm had to divert attorney time that would otherwise
6 have been spent on the firm's other wage and hour class actions.

7 **REQUESTED COSTS ARE REASONABLE**

8 58. Plaintiffs' Counsel has the following litigation costs:

9	Mediation	\$7,475.00
10	Court Call	\$94.00
11	E-Court (document retrieval)	\$734.00
12	One Legal (filing and service)	\$865.61
13	Witness location costs	\$2,230.00
14	Class Action Research	\$693.50
15	Technology hosting fee	\$110.00
16	Process Service (Accel)	\$55.00
17	Process Service (Advanced Attorney)	\$118.45
18	TOTAL	\$12,375.56

19 59. Mediation costs represent half of the mediator fee of the private mediator who assisted
20 the parties during the all-day mediation which was fundamental to reaching settlement.

21 60. Court Call costs were reasonably necessary to attend hearings.

22 61. E-court costs were reasonably necessary to retrieve documents and pleadings filed in
23 *BBB Bonding Corporation v. Caldwell*, a similar case that was pending with the First Appellate District
24 Court of Appeal of the State of California.

25 62. One Legal costs were necessary for filing and serving documents and pleadings.

26 63. Witness locator costs were reasonably necessary for the investigation and factual
27 development of Plaintiffs' claims.
28

EXHIBIT 1

Approved California Wage and Hour Cases

- ***Angelina Harrold v California Family Health LLC dba California Family Fitness***, Case No. 34-2022-00323409 (Sacramento County Superior Court) (August 17, 2023) (Labor Code § 2699 et seq. representative action settlement for \$223,000 for violation of Labor Code §§ Labor Code §§ 1194, 510, 226.7, 512, 226(a), 201-203, and 2802 on behalf of 374 fitness instructors);
- ***Carr et al v Konica Minolta Business Solutions U.S.A., Inc.***, Case No. 21CV001245 (Alameda County Superior Court) (June 27, 2023) (certifying HammondLaw as class counsel for \$1,247,907.53 settlement of Labor Code §§ 1194, 226(a), 226.7, 510, and 201-203 claims on behalf of 269 sales representatives and Labor Code § 2802 claims on behalf of 890 other employees);
- ***Harris v Southern New Hampshire University***, Case No. RG21109745 (Alameda County Superior Court) (May 12, 2023) (certifying HammondLaw as co-class counsel for \$1,475,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 510 512, 201-203, and 2802 claims on behalf of 480 adjunct instructors);
- ***Castillo v Holy Names University***, Case No. HG21097245 (Alameda County Superior Court) (May 2, 2023) (certifying HammondLaw as class counsel for \$970,701.38 settlement of Labor Code §§ 226(a), 226.2, 226.7, 512, 1194, 201-203, and 2802 claims on behalf of 454 part-time instructors; Labor Code § 2802 claims on behalf of 563 other employees who worked remotely; and Labor Code § 226(a) claims on behalf of 682 employees who received inaccurate wage statements);
- ***Marantz v Laguna College of Art and Design***, Case No. 30-2021-01194814-CU-OE-CXC (Orange County Superior Court) (April 21, 2023) (certifying HammondLaw as class counsel for \$825,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512, 201-203, and 2802 claims on behalf of 295 adjunct instructors; and Labor Code § 2802 claims on behalf of 191 other employees);
- ***Glor v iHeart Media + Entertainment***, Case No. 22CV005286 (Alameda County Superior Court) (February 14, 2023) (certifying HammondLaw as class counsel for \$1,220,000 settlement of Labor Code §§ 226(a), 510, 1194, and 201-203 claims on behalf of 206 account executives and Labor Code § 2802 claims on behalf of 1,154 other employees);
- ***Cassidy v Keyence Corporation of America***, Case No. 21CV382350 (Santa Clara County Superior Court) (February 8, 2023) (Labor Code § 2699 et seq. representative action settlement for \$300,000 for violation of Labor Code §§ 226(a), 512, 203, and 2802 on behalf of 151 sales representatives and Labor Code § 2802 claims on behalf of 18 other employees);
- ***Burleigh v. Brandman University***, Case No. 30-2020-01172801-CU-OE-CXC (Orange County Superior Court) (January 27, 2023) (certifying HammondLaw as class counsel for \$1,550,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512, 201-203, claims on behalf of 1,757 adjunct instructors and Labor Code § 2802 claims on behalf of 555 other employees);
- ***Burleigh v. Walden University LLC and Laureate Education, Inc.***, Case No. RG21106062 (Alameda County Superior Court) (December 9, 2022)

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(certifying HammondLaw as co-class counsel for \$815,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, 2802, and 2699, claims on behalf of 244 adjunct instructors);

- ***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);
- ***Costa v. University of Antelope Valley***, Case No. 21STCV18531 (Los Angeles County Superior Court) (August 23, 2022) (Labor Code § 2699 et seq. representative action settlement for \$150,000 for violation of Labor Code §§ 1194, 226(a), 226.2, 226.7, 510, 512, 203, and 2802 on behalf of 55 instructors and Labor Code § 2802 claims on behalf of 54 other employees);
- ***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);

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- ***Normand et al. v Loyola Marymount University***, Case No. 19STCV17953 (Los Angeles County Superior Court) (September 9, 2021) (certifying 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);
- ***Albanes 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

- ***Rodriguez v River City Bank***, Case No. 1-13-cv-257676 (Cal. Sup. Ct. Sacramento Cty., October 26, 2022) (approving \$140,000 settlement of Cal. Bus. Prof. Code §§ 17200, Civil Code § 1798.80 and 1798.100 claims on behalf of 16,417 River City Bank customers);
- ***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

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million subscribers to ashleymadison.com whose information was compromised in the Ashley Madison data breach);

- ***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).