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6 Attorneys for Plaintiff KENNETH KERNITZKI,
7 individually and on behalf of all others similarly
situated

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF RIVERSIDE**

11 KENNETH KERNITZKI, individually, and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 QUALITY CAR SHIPPERS, LLC, a California
16 limited liability company; and DOES 1 through
50, inclusive,

17 Defendants.
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Case No. CVRI2100564

[Assigned to Harold W. Hopp, Department 1]

Complex Class Action

**DECLARATION OF TARAS KICK IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

Date: August 23, 2023

Time: 8:30 AM

Dept: 1

Reservation No.: 799134302059

Complaint filed: February 5, 2021

Trial date: None set

1 **DECLARATION OF TARAS KICK**

2 I, Taras Kick, declare:

3 1. I am a member in good standing of the State Bar of California, and I am a shareholder at
4 The Kick Law Firm, APC, attorneys for Plaintiff Kenneth Kernitzki (“Plaintiff”) in this action. I make this
5 Declaration on behalf of Plaintiff and in support of the Motion for Final Approval of Class and PAGA
6 Representative Action Settlement. If sworn as a witness, I could competently testify to each fact set forth
7 herein from my own personal knowledge.

8 2. I have been a member of the California State Bar since 1989, the year I graduated from the
9 University of Pennsylvania Law School. Prior to that, in 1986, I graduated from Swarthmore College,
10 from which I earned a Bachelor of Arts degree in Economics and Psychology. I have served as class
11 counsel in numerous national and California state class actions, including being appointed lead counsel and
12 a member of plaintiffs’ executive committees. From 2012 to September 2017, I was a Commissioner of
13 the California Law Revision Commission, an independent state agency created by statute in 1953 to assist
14 the Legislature and Governor by examining California law and recommending needed reforms, having
15 been appointed by Governor Edmund G. Brown Jr. in 2012, and was Chairperson of the Commission from
16 September 2015 through September 2016 (although my role in this case is independent of any aspect of
17 my duties with the Commission and does not reflect one way or the other any positions of the Commission).
18 For over five years I was a member of the national Board of Directors of Public Justice, including its Class
19 Action Preservation Committee. I am or have been a member of numerous other committees pertaining to
20 consumer class actions, including the American Association for Justice Class Action Litigation Sub-Group;
21 the Consumer Attorneys of California Class Action Group; the American Bar Association Committee on
22 Class Actions & Derivative Suits; and, the State Bar of California Antitrust and Unfair Competition
23 Litigation section. The Kick Law Firm, APC primarily represents plaintiffs in class actions.

24 3. The class action cases in which this firm has been appointed either as lead counsel, or as co-
25 lead counsel, include the following: *Eaton v. Cavalia (USA) Inc., et al.*, San Francisco County Superior
26 Court, Case No. CGC-19-579421, assigned to Richard B. Ulmer (class and representative PAGA action,
27 final approval granted November 21, 2022); *Johnson v. Randy Taylor Consulting, LLC, et al.*, Los Angeles
28 County Superior Court Case No. 21SMCV00156, assigned to Hon. Helen Zukin, SSC-207 (class and

1 representative PAGA action, final approval granted November 2, 2022); *In Re Southern California Gas*
2 *Leak Cases*, Judicial Council Coordinated Proceeding No. 4861, assigned to Hon. Daniel J. Buckley,
3 Coordination Trial Judge, Dept. SSC-1 (co-lead counsel and member of the class action steering committee,
4 final approval granted April 29, 2022); *Samano v. De Leon Transport, Inc.*, Los Angeles County Superior
5 Court, Case No. 19STCV44589, assigned for all purposes to Hon. Elihu M. Berle (class and representative
6 PAGA action; final approval granted January 22, 2022); *Johnson, et al., v. Angel View*, San Bernardino
7 County Superior Court, Case No. CIVDS1935378 (class and representative PAGA action; final approval
8 granted November 18, 2021); *Imperial Wage And Hour Cases*, San Bernardino County Superior Court,
9 Case No. JCPDS5130 (class and representative PAGA action; final approval granted November 2, 2021);
10 *Metzke v. Thermo Fisher Scientific, Inc.*, San Francisco County Superior Court, Case No. CGC-19-581914
11 (class and representative PAGA action; final approval granted October 28, 2021); *Story v. SEFCU*, United
12 States District Court for the Northern District of New York, Case No. 1:18-cv-00764 (an overdraft fee class
13 action, final approval granted on February 25, 2021); *Daves, et al. v. Amadeus Waterawys, Inc.*, Los
14 Angeles County Superior Court, Case No. 19STCV25203, assigned for all purposes to Hon. Ann I. Jones
15 (wage & hour class action; final approval granted January 8, 2021); *Smith v. Bank of Hawaii*, United States
16 District Court for the District of Hawaii, Case No. 1:16-cv-00513 (an overdraft fee class action, final
17 approval granted on December 22, 2020); *Coleman-Weathersbee v. Michigan State University Federal*
18 *Credit Union*, United States District Court for the Eastern District of Michigan, Case No. 2:19-cv-11674
19 (an overdraft fee class action, final approval granted on July 29, 2020); *Walker v. People's United Bank*,
20 United States District Court for the District of Connecticut, Case No. 3:17-cv-00304 (an overdraft fee class
21 action, final approval granted on June 29, 2020); *Salls v. Digital Federal Credit Union*, United States
22 District Court for the District of Massachusetts, Case. No. 18-cv-11262-TSH (an overdraft fee class action,
23 final approval granted in January 2020); *Pingston-Poling v. Advia Credit Union*, United States District
24 Court for the Western District of Michigan, Case No. 1:15-CV-1208 (an overdraft fee class action, final
25 approval granted in January 2020); *Lloyd v. Navy Federal Credit Union*, United States District Court for
26 the Southern District of California, Case No. 3:17-cv-01280 (an overdraft fee class action, final approval
27 granted May 18, 2019); *Ketner v. SECU Maryland*, Civil No.:1:15-CV-03594-CCB (D. MD. 2017) (an
28 overdraft fee class action, final approval granted January 11, 2018); *Towner v. 1st MidAmerica Credit*

1 *Union*, No. 3:15-cv-1162 (S.D. Ill. 2017) (an overdraft fee class action, final approval granted in November
2 2017); *Lane v. Campus Federal Credit Union*, Case No. 3:16-cv-00037 (M.D. La. 2017) (an overdraft fee
3 class action, final approval granted in August 2017); *Fry v. MidFlorida Credit Union*, United States District
4 Court for the Middle District of Florida, Case No. 8:15-CV-2743 (an overdraft fee class action, final
5 approval granted); *Ramirez v. Baxter Credit Union*, United States District Court for the Northern District
6 of California, Case No. 16-cv-03765-SI (an overdraft fee class action, final approval granted); *Lynch v.*
7 *San Diego County Credit Union*, San Diego County Superior Court, Case No. 37-2015-00008551 (an
8 overdraft fee class action, final approval granted); *Gunter v. United Federal Credit Union*, United States
9 District Court for the District of Nevada, Case No. 3:15-cv-00483-MMD-WGC (an overdraft fee class
10 action, final approval granted); *Hernandez v. Point Loma Credit Union*, San Diego County Superior Court,
11 Case No. 37-2013-00053519 (an overdraft fee class action, final approval granted); *Gray v. Los Angeles*
12 *Federal Credit Union*, Los Angeles County Superior Court, Case No. BC625500 (an overdraft fee class
13 action, final approval granted in); *Morales v. Kern Schools Federal Credit Union*, Kern County Superior
14 Court, Case No. BCV-15-100538 (an overdraft fee class action, final approval granted in June 2017);
15 *Manwaring v. Golden 1 Credit Union*, Sacramento County Superior Court, Case No. 34-2013-00142667
16 (an overdraft fee class action, final approval granted); *Casey v. Orange County Credit Union*, Orange
17 County Superior Court No. 30-2013-00658493-CJ-BT-CXC (an overdraft fee class action, final approval
18 granted); *Sewell v. Wescom Credit Union*, Los Angeles County Superior Court No. BC5860 (an overdraft
19 fee class action, final approval granted); *Fernandez v. Altura Credit Union*, Riverside County Superior
20 Court, Case No. RIC1610873 (an overdraft fee class action, final approval granted); *Hernandez v. Logix*
21 *Federal Credit Union*, Los Angeles County Superior Court, Case No. BC628495 (an overdraft fee class
22 action, final approval granted); *Bowens v. Mazuma Federal Credit Union*, United States District Court for
23 the Western District of Missouri, Case No. 15-00758-CV-W-BP (an overdraft fee class action, final
24 approval granted); *Santiago v. Meriwest Credit Union*, Sacramento County Superior Court, Case No. 34-
25 2015-00183730 (an overdraft fee class action, final approval granted); *Howard v. Sage Software*, Los
26 Angeles County Superior Court Case No. BC487140 (final approval granted); *Kirtley v. Wadekar*, United
27 States District Court for the District of New Jersey, Case No. 05-5383 (final approval granted); *Pereyra v.*
28 *Mike Campbell & Associates*, Los Angeles County Superior Court Case No. BC365631 (final approval

1 granted); *Alston v. Pacific Bell*, Los Angeles County Superior Court Case No. BC297863 (final approval
2 granted); *Oshaben v. Monster Worldwide, Inc.*, et al., San Francisco County Superior Court Case No. CGC-
3 06-454538 (final approval granted); *Cole v. T-Mobile USA, et al.*, Central District of California Case No.
4 06-6649 (final approval granted).

5 4. Other attorneys at The Kick Law Firm, APC (“TKLF”) who worked on this matter include
6 Greg Taylor, a 2016 graduate of UCLA School of Law, where he was a Dean’s merit scholarship recipient
7 and a member of the *UCLA Entertainment Law Review*, who represented plaintiffs in employment actions
8 for approximately five years before joining TKLF in 2022; Daniel Bass, who was admitted to the California
9 Bar in 2012 after graduating from Washington University Law School and having served on its *Law*
10 *Review*, and devoted the majority of his career to assisting plaintiffs in employment and class action cases;
11 and, Roy Suh, who was admitted to the California Bar in 2012 after graduating from UCLA Law School,
12 and thereafter practiced exclusively in plaintiffs’ employment and consumer cases.

13 5. My hourly rate is \$900 an hour and has been approved by multiple courts across the country,
14 including recently in *In Re Southern California Gas Leak Cases*, Judicial Council Coordinated Proceeding
15 No. 4861, assigned to Hon. Daniel J. Buckley, Coordination Trial Judge, Dept. SSC-1; *Salter v. Quality*
16 *Carriers, Inc., et al.*, United States District Court for the Central District of California, Case No. 2:20-cv-
17 00479-JFW-JPRx, assigned to Hon. John F. Walter, Dept. 7A; *Johnson v. Randy Taylor Consulting, LLC,*
18 *et al.*, Los Angeles County Superior Court Case No. 21SMCV00156, assigned to Hon. Helen Zukin, Dept.
19 SSC-207; and, *Eaton v. Cavalia (USA) Inc., et al.*, San Francisco County Superior Court, Case No. CGC-
20 19-579421, assigned to Hon. Richard B. Ulmer, Dept. 302. The other attorneys being included in the firm’s
21 lodestar have also been approved at the rates being presented in this motion.

22 6. To date, the lodestar of The Kick Law Firm, APC, in this matter is approximately \$113,385
23 with a total of 156.9 hours expended by TKLF. This includes 45.6 hours billed by me at the rate of \$900
24 per hour; 79.4 hours for attorney Greg Taylor; 19.3 hours for attorney Daniel Bass; and, 12.6 hours for
25 attorney Roy Suh, all at \$650 per hour.

26 7. The hours and corresponding rates for each attorney at The Kick Law Firm, APC, including
27 a reduction of hours for business judgment reasons, are broken down as follows:
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Name	Hours	Rate	Total
Taras Kick	\$900	45.6	\$41,040.00
Greg Taylor	\$650	79.4	\$51,610.00
Daniel Bass	\$650	19.3	\$12,545.00
Roy Suh	\$650	12.6	\$8,190.00
	TOTAL	156.9	\$113,385.00

8. For business judgment reasons, I substantially reduced the number of hours spent by me in this matter; and, eliminated all hours that non-attorney staff at The Kick Law Firm, APC worked on this matter, including in a paralegal capacity. None of that time is included in the firm's lodestar. Additionally, and based on past experience, I know I personally will incur additional time in connection with this matter, including preparing for and appearing at the final approval hearing; post-final approval document review; potentially fielding questions from class members; and, working with the settlement administrator.

9. The concurrently filed Declaration of Greg Taylor, at paragraphs 3 through 13, details the work performed by attorneys at The Kick Law Firm, APC, throughout this action leading up to the present. Mr. Taylor's declaration describes the firm's comprehensive efforts, beginning with the initial investigation of the claims alleged prior to the filing of the complaint, including working with Mr. Kernitzki to gather documents and information, through assessment of the claims and defenses through investigation and discovery, and the effective negotiation of the Settlement based on Class Counsel's informed understanding of the relative strengths of the claims and risks of continued litigation.

10. The Kick Law Firm, APC undertook this case on a contingent basis, with the understanding that the firm would not be compensated for its efforts unless the case was successful. To date, TKLF has not been paid for any of its time spent on this matter. The time spent on this matter by the firm's attorneys has required considerable work that could have, and would have, been spent on other billable matters. As a result of having accepted and been devoted to this case, it is my informed belief this law firm wound up not representing parties in cases it otherwise would have, and which in my opinion likely would have compensated this firm at its hourly rates requested in this matter.

11. The Kick Law Firm, APC is the only Class Counsel in this case, so there is no fee sharing.

12. Class Counsel requests reimbursement of \$3,418.09 for actual costs advanced and necessarily incurred in connection with the prosecution and settlement of the Action to date. All of these out of these pockets were reasonably and necessarily incurred to pursue this Action and are detailed below:

Date	Vendor	Amount
9/7/20	Labor & Workforce Development Agency (LWDA)	\$75.00
4/27/21	One Legal	\$1,580.28
4/28/21	One Legal	\$1,580.28
9/3/21	One Legal	\$15.39
9/5/22	CaseAnywhere	\$11.80
10/5/22	CaseAnywhere	\$11.80
5/3/23	CaseAnywhere	\$77.14
5/3/23	CaseAnywhere	\$14.80
5/3/23	CaseAnywhere	\$14.80
5/3/23	CaseAnywhere	\$11.00
5/3/23	CaseAnywhere	\$14.80
5/3/23	CaseAnywhere	\$11.00
	Total	\$3,418.09

13. As the Class Counsel in this matter is limited to attorneys of The Kick Law Firm, no other firm will be sharing or splitting fees. Pursuant to the Settlement, Class Counsel requests, and Defendant does not oppose, attorneys' fees in an amount equal to one-third (1/3) of the GSA, or \$172,350, and reimbursement of litigation costs of \$3,418.09. (See Ex. 1, SA, ¶ 3.2.2; July 3 Stip and Order.) Although applying pursuant to the percentage of benefit approach, the concurrently filed Declaration of Greg Taylor provides a comprehensive description of the work performed by attorneys at The Kick Law Firm in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 27th day of June 2023, in Los Angeles, California.

/s/ Taras Kick
Taras Kick