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Attorneys for Plaintiffs Erika Maldonado and Cynthia Soriano and the proposed class

**In the Superior Court for the
County of Orange**

ERIKA MALDONADO and
CYNTHIA SORIANO,

Plaintiff,

vs.

BROKER SOLUTIONS, INC. d/b/a
NEW AMERICAN FUNDING; and
DOES 1 through 5,

Defendants.

Case No.: 30-2020-01175149-CU-OE-
CJC

**DECLARATION OF MATTHEW
WILSON ISO MOTION FOR
APPROVAL OF PAGA
SETTLEMENT**

Date: 1-13-22

Time: 2:00 p.m.

Dept.: CX102

CIVIL COMPLEX CENTER
751 W. SANTA ANA BLVD.
SANTA ANA, CA 92701

Hon. Judge Peter Wilson

1 I, MATTHEW R. WILSON, declare as follows:

2 1. I am a principal attorney with the AV-rated law firm Meyer Wilson Co.,
3 LPA (“Meyer Wilson”), one of the counsel of record for Plaintiffs. I have personal
4 knowledge of the facts set forth in this declaration, and could testify competently to
5 them if called upon to do so.

6 **Background and Experience**

7 2. Meyer Wilson is a plaintiffs’ law firm with its primary office in Columbus,
8 Ohio. With co-counsel, Meyer Wilson handles cases across the county. In addition to
9 its practice on behalf of individual and institutional investors in arbitrations before the
10 Financial Industry Regulatory Authority (“FINRA”) and an emerging practice
11 representing patients who have suffered from defective drugs and medical devices,
12 Meyer Wilson has a robust complex litigation and class action practice involving
13 consumer, employment, financial, and securities matters. I lead that practice. Attached
14 hereto as Exhibit A is a true and correct copy of Meyer Wilson’s current firm resume,
15 listing a substantial portion of the firm’s experience in complex and class action
16 litigation.

17 3. I graduated from Denison University, magna cum laude, in Philosophy in
18 1997, before graduating from the University of Virginia School of Law in 2000. I came
19 to Meyer Wilson (then called Meyer & Associates Co., LPA) in 2006 as an associate
20 and was promoted to named principal of the firm in 2012. Prior to coming to Meyer
21 Wilson, I worked as an attorney at Jones Day in its Columbus office, where I defended
22 class actions and litigated other complex civil cases. I was the chair of the Class Action
23 Committee of the Central Ohio Association for Justice from 2007 until 2018. I was
24 recognized this year and for the last several years as an Ohio “Super Lawyer.” I have
25 been a member of the Class Action Preservation Project with Public Justice. In addition
26 to the California and Ohio state bars, I am also admitted to the Sixth, Seventh, Ninth,
27 and Eleventh Circuit Courts of Appeals; to the Central, Eastern, Northern, and Southern
28 Districts of California; the Northern and Southern Districts of Ohio; the Central and

1 Northern Districts of Illinois; and the Eastern and Western Districts of Wisconsin. As
2 set forth below, I have significant experience in litigating consumer class actions.

3 4. In many of these matters I have been assisted by Michael J. Boyle, Jr., an
4 associate attorney at Meyer Wilson. Mr. Boyle graduated cum laude from the
5 University of Pennsylvania School of Law in 2008. Mr. Boyle clerked for the
6 Honorable R. Guy Cole, Jr., of the United States Court of Appeals for the Sixth Circuit
7 and worked at the international law firm Covington & Burling, LLP, prior to coming to
8 work at Meyer Wilson in early 2013. Since coming to the firm, Mr. Boyle has worked
9 primarily with me on our firm's class action cases. In 2019, 2020, and 2021 Mr. Boyle
10 was recognized as an Ohio "Super Lawyer," and in 2014, 2016 and 2017 an Ohio
11 "Super Lawyer" Rising Star. Mr. Boyle is admitted to and in good standing in the bars
12 of California and Ohio, as well as the Sixth, Seventh, Ninth, and Eleventh Circuit
13 Courts of Appeals, the Northern, Eastern, Central, and Southern Districts of California,
14 the Southern District of Ohio, the Central District of Illinois, and the Eastern and
15 Western Districts of Wisconsin.

16 5. In addition, Meyer Wilson's work on the case was assisted by Jared
17 Connors and Danielle Aldach. Jared Connors is a 2021 graduate of the Moritz College
18 of Law at The Ohio State University. While Mr. Connors has since been admitted to
19 the bar of the State of Ohio and become an attorney with Meyer Wilson, at the time of
20 his work on this matter he was a legal intern for the firm. Ms. Aldach is a paralegal and
21 case development specialist with Meyer Wilson, who graduated from Southern Illinois
22 University of Carbondale in 2014 with a Master's Degree.

23 **Work on this Matter**

24 6. Meyer Wilson counsel, in close conjunction with counsel at Semnar &
25 Hartman, have been actively involved in litigating this case at all phases. During the
26 pre-investigation phase, Meyer Wilson counsel were deeply involved in interviewing
27 the clients to assess the legal and factual circumstances surrounding the case. Meyer
28 Wilson was also primarily responsible for drafting the complaint.

1 7. Soon after filing the complaint, counsel for Defendant reached out to us to
2 explore the possibility of settling the PAGA action. Along with co-counsel, Meyer
3 Wilson personnel were deeply involved in preparing for the mediation, including
4 negotiating with Defendant's counsel for an extensive data production in response to
5 Plaintiff's discovery requests. As a result of this data production, Plaintiffs had a
6 complete picture of the size and characteristics of the class at issue prior to entering into
7 settlement negotiations.

8 8. On June 24, 2021, I and our co-counsel participated in a full day mediation
9 over Zoom with Defendant and Joel Grossman. The mediation lasted approximately
10 9.5 hours, and resulted in an agreed upon settlement structure, as well as a final
11 settlement amount.

12 9. During the subsequent months, the Parties worked diligently to finalize the
13 material terms of the settlement agreement. The settlement agreement was signed by
14 the Parties on November 29, 2021.

15 10. Virtually all of the work that Meyer Wilson undertakes is on a contingency
16 fee basis. Meyer Wilson expended significant costs - and a great deal of time that could
17 have been spent on fee-generating matters - in litigating this action. Throughout the
18 case, Meyer Wilson ran the risk of not realizing any monetary gain in the event of an
19 adverse result. There was nothing theoretical about this risk. Class actions and PAGA
20 cases such as this one are challenging and plaintiffs frequently lose them outright.

21 **Meyer Wilson's Lodestar and Billing Rates**

22 11. Meyer Wilson sets its rates for attorneys and staff members based on a
23 variety of factors, including, among others: the experience, skill, and sophistication
24 required for the types of legal services typically performed; the rates customarily
25 charged in similar matters; and the experience, reputation, and ability of the attorneys
26 and staff members. Meyer Wilson's rates have been specifically approved by courts
27 throughout the country on multiple occasions over many years. *See, e.g., Doe et al. v.*
28 *CVS Health Corp. et al.*, Case No. 2:18-cv-00238-EAS (S.D. Ohio Feb. 11, 2020)

(approving class counsel's rates as "justified and earned and reasonable"); *Yarger, et al. v. ING Bank FSB*, Case No. 1:11-cv-00154-LPS (October 7, 2014, D. Del.) (approving class counsel's rates as a "reasonable reward"); *Steinfeld v. Discover Financial Services, et al.*, 3:12-cv-01118-JSW (N.D. Cal.) (March 31, 2014, N.D. Cal.) (approving 3.5 multiplier lodestar cross-check in common fund settlement and finding that "[c]lass counsel have submitted declarations that show the hourly rates that they have requested are reasonable ...")

12. Meyer Wilson has maintained contemporaneous time records since its initial involvement in this matter. Meyer Wilson worked a total of 287.1 hours in this action, for a total lodestar of \$139,754. The expenses incurred by Meyer Wilson total \$3,157, most of which was for payment of the professional mediator.

13. Although I was the main attorney at Meyer Wilson to work on this case, many of the day-to-day tasks of running the case were performed by Mr. Boyle, an experienced and skilled class action practitioner. Finally, some tasks were assigned to Mr. Connors and Ms. Aldach. The work I delegated was work that required sufficient knowledge of legal concepts that I would have had to perform, absent such assistance. I made every effort to litigate this efficiently, but in a small plaintiffs' firm such as Meyer Wilson, there is no army of first- or second-year associates who are available to perform necessary legal tasks.

14. The following chart details the time each of these attorneys and law clerks worked on this case and their contribution to Meyer Wilson's total lodestar:

Attorney	Total Hours	Billing Rate	Lodestar
Matthew Wilson	136.7	\$615.00	\$84,070.50
Michael Boyle	92.7	\$475.00	\$44,032.50
Jared Connors	50.3	\$200.00	\$10,060

Danielle Aldach	7.4	\$215.00	\$1,591.00
	287.1		\$139,754.00

15. I have reviewed the time reported for the attorneys listed in the schedules set forth above. I reduced or eliminated time entries in some instances to ensure that there was no unnecessary duplication of efforts. The lodestar reported in this declaration is reasonable, particularly given the thorough and high quality-legal work performed by Defendant's counsel and in light of our efforts and accomplishments in this litigation.

Counsel's Position on the Settlement

16. In light of the risks inherent in class action litigation, and with this case in particular, as well as my experience with large class settlements, it is my opinion that the pending settlement is an excellent result for the members of the class. The settlement provides meaningful monetary relief to class members without the need for a claims process, and not one penny of the settlement fund will revert to the Defendant.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Dated: December 10, 2021

By: Matthew R. Wilson

Matthew R. Wilson