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8 **SUPERIOR COURT OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF ALAMEDA**
10

11 MARISOL RIOS, on behalf of all others
12 similarly aggrieved,

13 Plaintiff,

14 vs. AMI FOODS, INC., a California
corporation, ALI IQBAL, an individual, and
15 DOES 1 through 10, inclusive,

16 Defendants.
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CASE NO. 22CV005381

Assigned for All Purposes to:
Hon. Brad Seligman
Dept. 22

DECLARATION OF J. KIRK DONNELLY IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS

Date: October 1, 2023
Time: 3:00 p.m.
Dept. 22

CRS #: A-05381-002

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DECLARATION OF J. KIRK DONNELLY

I, J. KIRK DONNELLY, Declare:

1. I am an attorney duly licensed to practice in California and before this Court, and I am the principal of the Law Offices of J. Kirk Donnelly, APC, counsel of record for plaintiff Marisol Rios. I make this declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement and Request for Attorney's Fees and Costs. If called to testify as to the within facts, I would and could competently do so.

BACKGROUND

2. On January 13, 2022, Plaintiff filed a complaint under the Private Attorneys General Act, Labor Code section 2698, *et seq.*, seeking civil penalties against Defendants AMI Foods, Inc. and Ali Iqbal for several alleged violations of the Labor Code and IWC Wage Orders. Plaintiff filed her PAGA claims on behalf of individuals who worked for Settling Parties as non-exempt employees in California during the relevant time frame. Settling Parties are an integrated operation of some seventeen Dominos Pizza franchises operating in and around the South and East Bay areas. They operate as an integrated operation with a uniform set of employment policies applicable to all class members, and the Settling Parties share employees as many of the class members worked for multiple entities and at multiple locations, frequently during the same work week and/or pay period. Plaintiff Marisol Rios worked primarily for AMI Foods as a non-exempt employee from approximately July to October 2021. Like the majority of the class members, Plaintiff was a part-time employee and typically worked around 25-30 hours per week.

3. Plaintiff alleged she and other employees were entitled to receive their meal breaks as required under the Labor Code and IWC Wage Orders, and that information obtained from Plaintiff, in conjunction with review of payroll and time records and other information received from Settling Parties, suggests they did not receive all of the required meal breaks, or did not record having taken meal breaks, especially as to second meal breaks on shifts exceeding 10 hours. Plaintiff also contends meal periods frequently were provided late and did not start until after the fifth hour of work. Similarly, Plaintiff alleges Settling Parties failed to provide all

1 required rest breaks. Likewise, Plaintiff contends Settling Parties never paid an extra hour of
2 premium pay in lieu of a missed or non-compliant break.

3 4. She further alleges the Settling Parties failed to pay all wages due, as employees
4 worked “off the clock” and also lost overtime pay when they worked at two locations during the
5 same work week because their time was recorded separately for each location, i.e., if they worked
6 25 hours at location A and 25 hours at location B, they were paid 50 hours of straight time rather
7 than receiving 10 hours of overtime. Lastly, Plaintiff alleged claims for failing to provide proper
8 itemized wage statements and payment of all wages due on separation of employment.

9 5. Settling Parties have at all times denied Plaintiff’s allegations and maintained their
10 meal break and payroll policies and procedures comply with California law, that they provided
11 employees with required meal and rest breaks, that they properly tracked employee time and paid
12 Plaintiff and all other employees all wages due and at the correct hourly rate. Additionally,
13 Settling Parties strongly contend the case cannot be maintained as any kind of class or
14 representative action, arguing that to the extent class members missed meal breaks, that such
15 breaks were non-compliant, or that any unpaid “off the clock” work occurred, it was intermittent
16 and infrequent and evidence of such violations would be purely anecdotal, and therefore
17 individualized issues predominate and trial would be unmanageable.

18 6. After Plaintiff filed her complaint, she served initial written discovery. Thereafter,
19 the Parties engaged in substantial meet and confer discussions regarding discovery, potential law
20 and motion, and other case management issues, and ultimately agreed to attempt early mediation.
21 Importantly, as the Parties were in the process of scheduling the mediation, the Settling Parties
22 underwent a wage and hour audit by the federal Department of Labor in early 2023. In April
23 2023, they entered into a settlement agreement with the DoL that obligates them to pay a total of
24 approximately \$538,000 in back wages and liquidated damages in resolution of alleged violations
25 of the federal Fair Labor Standards Act. The Settling Parties are paying the DoL settlement in
26 quarterly installments through April 2024.

27 7. Nevertheless, the Parties agreed to move forward with the mediation in order to
28 attempt to separately resolve the pending state law claims. The Parties accordingly engaged in

1 additional informal discovery to facilitate an exchange of information necessary to engage in a
2 meaningful mediation. Consequently, Plaintiff's counsel reviewed payroll records, personnel
3 policies and employee handbooks, meal break policies, personnel files, and a random sampling of
4 paystubs and time records produced by Settling Parties for all of the class members. Defendant
5 also provided documents and information reflecting the estimated total amount of workweeks and
6 pay periods they worked, and average hourly pay rates, among other relevant data. Plaintiff had
7 that data reviewed and analyzed by Berger Consulting Group to assist with determining potential
8 meal and rest break violation rates, time lost due to rounding, etc., and preparing a damages
9 model. Additionally, the Entities produced certain financial information to Plaintiff, which
10 Plaintiff had reviewed by an accounting expert to assist with evaluating the Entities ability to
11 continue business operations while simultaneously addressing both the DoL settlement and any
12 settlement in this matter.

13 8. The Parties then engaged the Hon. Carl J. West (Ret.) a highly respected mediator
14 with extensive wage and hour class action experience and, on August 2, 2021, participated in a
15 full day mediation with Judge West. Throughout the day, the arms-length negotiations were
16 hard-fought and adversarial as the Parties exchanged extensive information on their legal and
17 factual positions, and made numerous offers and counter-offers. Near the end of the day, the
18 Parties reached agreement on all major issues and reduced their tentative agreement to a
19 Memorandum of Understanding. With Judge West's assistance, the Parties also included
20 potential class claims in their settlement discussions, and ultimately agreed to settle potential
21 class claims in addition to the PAGA claims. Accordingly, Plaintiff filed her First Amended
22 Complaint to add a class claims based on the same alleged Labor Code violations.

23 **SUMMARY OF SETTLEMENT TERMS**

24 9. Under the settlement, the Settling Parties will pay \$500,000.00 into a common
25 fund, the Gross Settlement Amount ("GSA"), no later than April 1, 2025, which is the earliest
26 date the Parties agreed the Settling Parties can pay that amount after fully funding the DoL
27 settlement while continuing to be able to operate the businesses. Reasonable attorney's fees of up
28 to one-third of the GSA, or \$166,666.67, actual litigation costs of up to \$17,500 (only \$14,275.28

1 is requested), a modest enhancement award of up to \$2,500 for plaintiff, settlement administration
2 costs of \$11,000, and a payment of \$30,000 for alleged civil penalties under PAGA (of which
3 \$22,500 will go to the Labor and Workforce Development Agency for its share of the PAGA
4 penalties, with the remaining \$7,500 to the Aggrieved Employees), all will be paid from the GSA.
5 The remainder of approximately \$283,058 will be allocated among the Participating Class
6 Members based on their total weeks worked during the Class Period. No portion of the GSA will
7 revert to the Settling Parties.

8 10. I understand the Settlement Class initially was estimated to have about 581
9 individuals at mediation and preliminary approval, based on the information provided by the
10 Settling Parties prior to mediation and Plaintiff's experts' analysis and extrapolation. As noted,
11 the final count as determined by the Settlement Administrator turned out to be 834 class
12 members. Importantly, however, the number of work weeks decreased substantially, from an
13 estimate of about 22,000 at mediation to a final count of 16,639, thereby increasing the net per
14 work week amount from about \$12.36 to \$17.01 per work week (\$283,058 NSA/16,639 work
15 weeks). Plaintiff submits that, in light of the significant increase in the per work week amount, the
16 settlement is even more fair, reasonable and adequate as not only will benefit more individuals
17 but also will provide a greater than anticipated pay out to the Class Members. Accordingly, there
18 is need to reconsider of the Court's certification of the Settlement Class despite the increase
19 in the class size.

20 11. As noted, the settlement obligates Settling Parties to pay \$500,000 to resolve the
21 Settlement Class's claims, inclusive of attorney's fees and costs. At least \$283,058 from the GSA
22 will be distributed to the Participating Class Members. This is a cash settlement that does not
23 require Participating Class Members to submit a claim form to receive their settlement share.
24 Participating Class Members will receive their settlement checks automatically via First Class
25 U.S. Mail. One-third of each settlement share will be allocated to wages and the remaining two-
26 thirds percent will be allocated to expenses, penalties and interest. Settling Parties will pay any
27 and all applicable employer-side payroll taxes separately and in addition to the GSA. Subject to
28 the Court's approval, any amounts not claimed (because a class member does not cash his or her

1 settlement check) will be forwarded to the California State Controller's Unclaimed Property
2 Fund.

3 12. Each Class Member's Individual Settlement Payment will be calculated using
4 criteria typically used in determining appropriate amounts of unpaid wages, unpaid premium
5 wages for missed meal breaks, and potential statutory penalties under applicable law. These
6 methods are intended to ensure each Class Member receives a portion of the available settlement
7 funds corresponding to the relative value of his or her potential claims. The proposed allocation
8 provides a reasonable way to compensate Class Members based on the particulars of their job
9 position and job duties, the amount of time they worked for Stone, and the number of instances
10 they missed a break, were not provided compensation in lieu of such missed breaks, or lost wages
11 due to off the clock work on unpaid overtime.

12 13. All Participating Class Members will be deemed to release Ali Iqbal, AMI Foods,
13 Inc., PK Foods, Inc., RYK Foods, Inc., IS Foods, Inc., ISR Foods, Inc. ISR Foods, Inc., AM
14 Foods, Inc., GSR Foods, Inc., AMIS Foods, Inc., Team SJ, Inc., 3 Star Foods, Inc., 5 Star Foods,
15 Inc., MR Foods, Inc., MB Foods, Inc., Tri Valley Foods, Inc., SUB Foods, Inc. IMY Foods, Inc.,
16 and LIT Foods, Inc., from all claims alleged in the operative First Amended Complaint, or that
17 could have been brought based on the allegations in the FAC, including PAGA claims, from
18 November 20, 2020 through October 1, 2023. The release is limited to the claims that were
19 actually pleaded or could have been pleaded based on the alleged facts in the FAC.

20 14. The Parties allocated \$30,000 to payment of civil penalties under PAGA for such
21 claims against Settling Parties, which amount is fair, reasonable and adequate, and consistent with
22 PAGA's underlying purposes. As required by Labor Code section 2699(l)(2), my office gave
23 notice of the settlement and final approval hearing to the LWDA via its online portal. A true and
24 correct copy of the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

25 **THE SETTLEMENT MEETS THE DUNK/KULLAR FACTORS**

26 15. Prior to mediation, the parties engaged in both formal and informal discovery to
27 facilitate settlement discussions. As a result, we reviewed documents and information regarding
28 Settling Parties' payroll practices, pay stubs and time records for essentially all of the class

1 members, meal and rest break policies, etc., and information from Settling Parties regarding class
2 size and breakdown of job positions, work weeks, rates of pay, and other information used to
3 formulate a damages model. We had this extensive information analyzed by a consulting expert
4 to look for meal and rest break violation rates, overtime pay lost, and other issues relevant to
5 liability and damages. Settling Parties also provided financial information such as profit and loss
6 statements and balance sheets, which were reviewed by a financial expert, to help the Parties
7 navigate Settling Parties' ability to pay in light of the DoL Settlement. We are confident we
8 obtained sufficient information to enable us to understand the law and facts of this case and make
9 an informed decision regarding the proposed settlement and whether it is in the best interests of
10 the class.

11 16. Using that data, we ran various calculations and estimated Settling Parties' likely
12 maximum exposure on the class claims at approximately \$4,090,500, including about \$313,500
13 on the unpaid wage/off the clock claims, \$526,000 on the meal break claims, \$582,000 on the rest
14 break claims, \$1,093,000 on the wage statement claims, and \$1,576,000 on the waiting time
15 penalty claims.

16 17. First, on the meal and rest break claims, Plaintiff argued Settling Parties' meal and
17 rest break policy was not fully compliant with California law and, regardless, that Plaintiff's
18 review of the time and payroll records provided suggested numerous de facto violations, such as
19 late and short meal breaks. In response, Settling Parties argued its policies were fully compliant
20 and that they met the obligation to provide employees with all required meal and rest periods.
21 Per Settling Parties, many class members waived meal periods when appropriate and also that, in
22 light of the compliant policies, whether a class member missed a meal period, received a late
23 meal period, or missed a rest break would have been aberrational and against company policy.
24 Thus, per Settling Parties, these issues are not amenable to class or representative treatment since
25 their resolution would require individualized inquiries as to why a break was missed or non-
26 compliant.

27 18. On the unpaid wage claims, Plaintiff alleged she and other employees frequently
28 worked off the clock, and came a few minutes before the start of shift to do prep work, or had to

1 work through a meal break due to the press of business and insufficient staffing. On the other
2 hand, Settling Parties argued their time keeping policy accurately captured and paid for all time
3 worked, and that off the clock work was strictly against company policy. Per Settling Parties, any
4 off the clock work was unauthorized and done without the employer's knowledge and therefore
5 not compensable. On the overtime claims, Defendant emphasized such claims were resolved via
6 the DoL Settlement, and even if Plaintiff prevailed on that claim under state law then the damages
7 would be minimal in light the substantial amounts already paid.

8 19. The claims under Labor Code sections 203 and 226 are derivative of the primary
9 unpaid wage claims, and accordingly are subject to the same risks and uncertainties plus
10 additional risks posed by the need to take into account the discretionary nature of such awards
11 and the "good faith" and other defenses available to Settling Parties. Thus, while these claims
12 largely are derivative of the unpaid wage claim, they also are subject to additional defenses.

13 20. As far as potential PAGA liability, the allegedly aggrieved employees theoretically
14 are entitled to penalties totaling about \$3.9 million in civil penalties should Plaintiff prevail on all
15 claims and establish violations of the multiple Labor Code sections at issue. As with the class
16 claims, Plaintiff discounted the potential PAGA penalties based on Settling Parties' various
17 defenses on the merits and also accounted for the Court's wide discretion to reduce such
18 penalties, or to decline to award penalties at all. Accordingly, the Parties allocated \$30,000 to
19 PAGA penalties, and Plaintiff submits this amount is reasonable under the circumstances and in
20 line with comparable settlements in other wage and hour class actions in California. Additionally,
21 the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be
22 able to weigh in as necessary.

23 21. The settlement obviates the significant risk that this Court may find any kind of
24 class or representative resolution unachievable or deny certification of all or some of Plaintiff's
25 claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims,
26 continued litigation would be lengthy and expensive as the parties pursued merits discovery, a
27 probable motion to decertify, as well as trial and possible appeals, and would substantially delay
28 any recovery by the class with no assurance of recovering significantly more than the proposed

1 settlement. Further, in light of the significant amounts being paid per the DoL Settlement, there is
2 some question about the Settling Parties' ability to litigate a class action and pay another large
3 judgment without jeopardizing ongoing business operations. While Plaintiff is confident in the
4 merits of these claims, legitimate controversies exist regarding each one of them. Plaintiff also
5 recognizes proving the amount of wages and penalties due each Class Member would be an
6 expensive, time-consuming, and uncertain proposition.

7 22. Plaintiff and I discounted the value of the class claims consistent with the risks
8 discussed above, and carefully weighed the likelihood of the class receiving substantially greater
9 benefit if the litigation continued. Plaintiff and counsel concluded – in light of these very real
10 and substantial risks – settlement on the proposed terms and without prolonged and costly
11 litigation was in the best interests of the class. The overall \$500,000 recovery represents a
12 significant percentage of Settling Parties' potential exposure, and ensured the Settling Parties
13 were able resolve the DoL Settlement first without affecting their ability to continue operations.
14 Given these risks, a total recovery for the class of \$500,000, which will result in average award of
15 some \$331 per class member, is a significant result well within the range of reasonableness
16 considering all potential outcomes, and it will provide direct monetary awards to all Class
17 Members within a reasonable time.

18 23. Pursuant to the terms of the settlement, Plaintiff seeks a modest incentive award of
19 \$2,500 for her service in bringing these claims on behalf of the Class. The request is reasonable
20 given the risks she undertook on behalf of the Class Members. By contacting and retaining
21 counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent Class
22 Members, while shouldering the risk of being liable for Defendant's litigation costs. Plaintiff also
23 exposed herself to unwanted notoriety related to filing a public lawsuit (discoverable even
24 through a simple google search) for the benefit of other employees, placing herself at risk of
25 discrimination by future prospective employers. Among taking many other actions assisting in the
26 successful litigation of this case, Plaintiff provided substantial factual information and documents
27 to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and
28 kept abreast of all significant developments.

1 24. The settlement provides for a payment to CPT Group, Inc. of no more than
2 \$11,000 for its services as the Settlement Administrator. As set forth in the Declaration of Jeremy
3 Romero, CPT has performed and will continue to perform its required duties through final
4 distribution of the settlement funds, and incurred \$11,000.00 in fees and expenses. Accordingly, I
5 respectfully request the Court approve payment of \$11,000.00 to CPT from the GSA.

6 25. Per the terms of the settlement, up to 1/3 of the gross amount is allocated to
7 payment of reasonable attorney's fees. Here, the parties did not negotiate the inclusion of
8 attorney's fees until after extensive arms-length bargaining regarding relief to the Class
9 was completed. The requested fee and cost award was a product of these arms-length
10 negotiations and fairly reflects the marketplace value of the services rendered by Class
11 Counsel in this case for the reasons addressed herein.

12 26. Over the approximately 3 years my office has been representing Plaintiff with
13 respect to this matter, our efforts included: (1) extensive pre-lawsuit investigation of the claims
14 of Plaintiff and the putative class, including legal research, obtaining Plaintiff's employment
15 records, research into similar claims and claims against other employers in the same industry, and
16 attempts to locate and contact other individuals employed by the Settling Parties; (2) drafting a
17 PAGA notice letter; (3) drafting the initial complaint and related documents, and drafting a first
18 amended complaint; (4) case management, including communications with defense counsel,
19 meeting and conferring/preparing case management statements, attending the initial CMC, etc.;
20 (5) propounding extensive written discovery and review and analysis of the responses; (6) lengthy
21 discussions with defense counsel regarding settlement/mediation and informal discovery needed
22 for meaningful settlement discussions; (7) engaging in substantial informal discovery, including
23 propounding informal discovery "requests" and reviewing documents and other information
24 produced; (8) reviewing the DoL settlement and related documentation; (9) working with
25 Plaintiff's consulting experts on reviewing and analyzing information from the Settling Parties
26 regarding liability and damages; (9) working with Plaintiff's accounting expert to review and
27 analyze Settling Parties' financial status (10) drafting a mediation brief and accompanying
28 damages model after review and analysis of defendant's informal discovery production; (9)

1 attending an all-day mediation; (10) negotiating and drafting the settlement agreement and related
2 documents; (11) drafting the motion for preliminary approval; (12) administration of the
3 settlement, including communications with the Settlement Administrator and settlement class
4 members; (13) drafting the motion for final approval and motion for attorney's fees, and
5 attending the final approval hearing; and (14) extensive communications with the Plaintiff
6 regarding case status, case investigation and document review, mediation, and settlement terms.
7 Additionally, Class Counsel will incur additional time following final approval to, inter alia,
8 respond to class member inquiries, work with the Settlement Administrator on the distribution of
9 settlement funds, and on the compliance hearing and amended judgment.

10 27. I am a 1989 graduate of the College of William and Mary, and a 1995 graduate
11 *cum laude* of the University of San Diego School of Law, where I was selected to the Order of
12 the Coif and the Order of Barristers. Prior to 2003, I was a litigation associate with Ross Dixon
13 & Bell, LLP (now Troutman Pepper LLP), in Orange County, California, where my practice
14 focused on complex business, employment, and insurance coverage disputes. In 2003, I became
15 associated with Dostart Clapp & Coveney, LLP, then one of the premiere plaintiffs' wage and
16 hour class action firms in California. In 2008, I founded the Law Offices of J. Kirk Donnelly.
17 Since 2003, my practice has focused on representing plaintiffs in wage and hour and consumer
18 law matters, including both class actions and individual matters.

19 28. I have served as class and/or PAGA counsel in a number of wage and hour class
20 and representative actions, including: Herrera v. Stone Etc., Inc., et al., Case No. 21STCV43188
21 (Los Angeles Superior Court); Acosta v. Turlock Walnut Company, Case No. 22-CV-001051
22 (Stanislaus County Superior Court); Galindo v. Berro Management Company, Inc., Case No.
23 22STCV25853 (Los Angeles Superior Court); George v. Retail Merchandising Solutions, Inc.,
24 Case No. RG16828194 (Alameda County Superior Court); Buford v. Medical Solutions, LLC,
25 Case No. 18-CV-04104 YGR (N.D. Cal.); Herrera v. TVI, Inc., et al., Case No. CIVDS1722863
26 (San Bernardino County Superior Court); Freeman v. Bank of America, N.A., Case No.
27 CGC18471710 (San Francisco County Superior Court), Gomez v. Giulietta Italian Foods, Inc.,
28 Case No. 22CV392988 (Santa Clara County Superior Court), Echeverria v. Technicote, Inc.,

1 Case No. RIC1714621 (Riverside County Superior Court), Acosta v. ECC Capital Corporation,
2 Case No. 30-2009-00180086 (Orange County Superior Court), Tiffany v. Hometown Buffet, Inc.,
3 Case No. 06-CV-2524 SMA (N.D. Cal.), Mendoza v. Bear Stearns Residential Mortgage
4 Corporation, Case No. 08-CV-6916 DSF (C.D. Cal.), In Re: First Franklin Employment Cases,
5 JCCP No. 4598 (San Diego County Superior Court), Mendoza v. ECC Capital Corporation, Case
6 No. 08-CV-6916 JN (C.D. Cal.), Acosta v. Bear Stearns, Case 30-2009-00180086 (Orange
7 County Superior Court); George v. Mercado Latino, Inc., Case No. CIVDS1822302 (San
8 Bernardino County Superior Court), Verduzco v. Ramco Enterprises, LP, et al., Case No.
9 18CV004104 (Monterey County Superior Court); Gonzalez v. Power Design, Inc., Case No.
10 19STCV31839 (Los Angeles County Superior Court); Weston v. Cuesta Investments, Case No.
11 18CV04823 (Santa Barbara County Superior Court); Martinez v. DNNEY Trade Co., Case No.
12 18STCV09631 (Los Angeles County Superior Court); Navarro v. Ressac, Case No.
13 19STCP00319 (Los Angeles County Superior Court); Villalta v. Stars Recreation Center, Case
14 No. FCS054507 (Solano County Superior Court); Anglin v. Sonnikson and Stahl Construction,
15 Case No. CIVMSC19-00149 (Contra Costa County Superior Court); Rosendahl v. Riverside
16 Metro Auto Group, Case No. RIC1903707 (Riverside County Superior Court); Hawkins v. SAS
17 Retail Services, Inc., Case No. 30-2017-00958467-CU-OE-CXC (Orange County Superior
18 Court); Salazar v. National Labor Contractors, et al., Case No. CIVDS1905225 (San Bernardino
19 County Superior Court); Reyes v. Assa Abloy Door Controls and Accessories Group, Inc., Case
20 No. 56-2019-00523849-CU-OE-VTA (Ventura County Superior Court); Valencia v The Original
21 Mowbray's Tree Service, Incorporated, Case No. CIVDS1825518 (San Bernardino County
22 Superior Court); Castillo v. Gaither's Family Homes, Inc., Case No. VCU277188 (Tulare County
23 Superior Court); Canales v. Fashion Design, LLC, Case No. 30-2019-010529520CU-OD-CXC
24 (Orange County Superior Court); Bautista v. Western Care Construction, Inc., Case No. S-CV-
25 0049217 (Placer County Superior Court); Quintero v. Greg Markarian Ag Enterprises, Inc., Case
26 No. 23CV-00106 (Merced County Superior Court); Gutierrez v. Fraiche Catering, Inc. Case No.
27 CGC-23-605255 (San Francisco County Superior Court); and Thomas v Californian-Magnolia
28 Convalescent Hospital, Inc., Case No. RIC1901197 (Riverside Superior Court).

1 29. I played an integral role in litigating some of the largest and most complex wage
2 and hour class actions ever brought in California. For instance, while I was with DCC, the firm
3 was co-lead counsel in Bahramipour v. Citigroup Global Markets, Inc., Case No. 04-0440-CW
4 (N.D. Cal.), a class action on behalf of stockbrokers employed by Citigroup (as well as several
5 predecessor entities) for unpaid overtime, reimbursement of business expenses, and improper
6 deductions from wages. Although the matter initially was filed on behalf of a class of California-
7 only employees, it eventually evolved into a nationwide class action on behalf of over 12,000
8 class members, and ultimately settled for approximately \$106 million. Likewise, I played a
9 prominent role in litigating Takacs v. A.G. Edwards & Sons, Inc., Case No. 04-CV-1852 JAH
10 (S.D. Cal.), one of the first class actions brought in California on behalf of stock brokers seeking
11 recovery of overtime wages and reimbursement for business expenses and improper wage
12 deductions, and one of the most extensively litigated such cases. The matter resulted in a
13 comprehensive opinion denying defendant's motion for summary judgment, found at 444
14 F.Supp.2d 1100, which opinion decided several issues present in all of the stock broker overtime
15 cases in the plaintiffs' favor.

16 30. My firm has obtained several multi-million dollar wage and hour class
17 action/PAGA settlements while serving as lead counsel in recent years, including a \$9.75 million
18 wage and hour class action/PAGA settlement in Freeman v. Bank of America, N.A., a \$1.4
19 million dollar wage and hour class action settlement in Mendoza v. Bear Stearns Residential
20 Mortgage Corporation, a \$1.2 million dollar class action/PAGA settlement in In re: First Franklin
21 Employment Cases, and a \$1.2 million dollar wage and hour class action/PAGA settlement in
22 George v. Retail Merchandising Solutions, Inc.

23 31. Based upon the qualifications and experience set forth above, I believe an hourly
24 rate of \$850 is reasonable for my time, and for my paralegal Adriana Barba I believe an hourly
25 rate of \$200 is reasonable.

26 32. I request the Court apply the above hourly billing rates in this case, as it reasonable
27 in the California legal market for attorneys handling wage and hour class and PAGA actions. I
28 have personal knowledge of the hourly rates charged by a number of plaintiff-side wage and hour

1 class action firms in the Bay Area, Los Angeles and San Diego markets, for partner-level
2 attorneys with experience comparable to mine. These rates have range from \$650 to \$850 per
3 hour for calendar years 2017-2021. Some examples include attorney Matthew Matern of Matern
4 Law Group in Los Angeles, with approximately 26 years of experience \$850/hour (2018); Craig
5 Ackermann of Ackermann & Tilajef, PC with approximately 25 years of experience \$850/hour
6 (2021), Michael Malk of Malk APC in Los Angeles, with approximately 16 years of experience
7 \$650/hour (2018), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego,
8 35 years and 45 years of experience respectively, both \$825/hour (2018), Zachary Crosner of
9 Crosner Legal PC, 13 years of experience \$800/hour (2023), and James Kawahito of Kawahito
10 Law Group in Los Angeles, with approximately 16 years of experience \$750/hour (2020).

11 33. The requested rates also comport with the adjusted Laffey Matrix, which provides
12 that reasonable hourly rates for attorneys with 20+ years of experience, such as myself, is \$997.
13 The adjusted Laffey Matrix may be found at <http://www.laffeymatrix.com/see.html>. Similarly,
14 the Westlaw Court Express Legal Billing Report Volume 17, Number 3, for the California region
15 suggests billing rates for partner-level attorneys with experience comparable to mine ranged from
16 \$810-1,220/hour as of 2015. A true and correct copy of the Billing Report is attached hereto as
17 Exhibit 3.

18 34. After the analysis above, my firm's lodestar is \$107,555.00, based on 136.4
19 attorney and paralegal hours spent litigating this case through the filing of this motion. Further,
20 we will almost certainly spend additional time addressing settlement administration matters,
21 responding to class member questions, submitting the compliance report and amended judgment,
22 etc.

23 35. As noted, my firm has represented Plaintiff for some three years with respect to
24 this matter and has expended a significant amount of time and resources in that representation.
25 My firm agreed to litigate this case on a purely contingent basis and in so doing assumed
26 considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with
27 these cases in general. Under all relevant factors (as outlined herein and in the accompanying
28 memorandum), Plaintiff respectfully requests the Court award her counsel the requested fees of

1 \$166,666.67 based on the common fund theory with a corresponding lodestar cross-check and a
2 modest lodestar modifier of approximately 1.55.

3 36. This case posed considerable contingent risk, for the reasons addressed above; if
4 there had been recovery then my firm would not have received any fees for the time invested
5 litigating the case. Throughout the pendency of this case, my firm has received no compensation
6 or reimbursement for its efforts representing Plaintiff and the Class.

7 37. My firm assumes a great deal of contingent risk in every wage and hour class
8 action it undertakes. Attorneys at my firm have been involved in a number of cases where
9 plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with
10 no return. For example, in a matter alleging misclassification on behalf of a putative class of
11 assistant managers at major restaurant chain, after three years of exceptionally adversarial
12 litigation and the investment of over 1,000 hours of attorney time and over \$100,000 in costs, the
13 trial court denied plaintiffs' motion for class certification. In another misclassification case on
14 behalf of assistant managers at large restaurant chain, the parties reached a settlement after three
15 years of litigation, secured preliminary approval and completed the notice process to the
16 settlement class, only to have the defendant file for bankruptcy a few days before the final
17 approval hearing. Lastly, in a matter against a large regional bank seeking expense
18 reimbursement of behalf of outside salespersons, after more than a year of combative litigation
19 and shortly before plaintiff's class certification motion was due, the defendant was taken over by
20 federal regulators. In each of these instances the plaintiff's firm received nothing despite the
21 investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs.

22 38. Reimbursement for litigation costs and expenses is capped at \$17,500 under the
23 terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred
24 by my firm is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	\$845.91
Mediation Fees	\$8,475.00
Expert Fees – Data Analysis	\$4,200.00

1	Expert Fees – Accounting/Financial Analysis	\$638.40
2	Postage/Overnight/Fax	\$40.97
3	PAGA Filing Fee	\$75.00
4	Photocopying	(waived)
5	Legal Research	(waived)
6	Total Costs and Expenses	\$14,275.28

39. These costs and expenses are reasonable in amount and were necessary to the successful resolution of the case. I respectfully request the Court approve payment of \$14,275.28 in litigation costs and expenses to my firm.

40. For all the foregoing reasons, I respectfully request that the Court approve the settlement in all particulars.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 6th day of September 2024, at Carlsbad, California.


Declarant

EXHIBIT 1

EXHIBIT 2

Marisol Riox v. AMI Foods, Inc., et al.
Alameda County Superior Court Case No. 22CV005381

Law Offices of J. Kirk Donnelly Time Report

Tasks	J. Kirk Donnelly	Adriana Barba (Paralegal)
Pre-filing Case Investigation	6.7	3.5
Pleadings and Law and Motion	32.6	0.0
Discovery and Post-Filing Investigation	29.8	5.7
Court Appearances	3.0	0.0
Case Management; Litigation Strategy & Analysis	28.5	2.7
Mediation and Settlement	22.9	1.0
Total Hours	123.5	12.9
Hourly Rate	\$850	\$200
Lodestar	\$104,975	\$2,580

Total Hours: 136.4

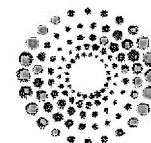
Total Lodestar: \$107,555.00

EXHIBIT 3

LEGAL BILLING REPORT

By Region. By Firm

Volume 17, Number 3
December 2015



THOMSON REUTERS

California Region

Firm **Snell & Wilmer**

Firm Size: 419 Firm Rank 104

Court Name Arizona
Case Name Xhibit Corp., et al.,
Case Number 2:15-bk-00679-BKM

For fee applications
1/22/2015 through 9/11/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Eric S. Pezold	Partner	CA	2004	2004	\$520	0.10	\$52.00
Total:						<u>0.10</u>	<u>\$52.00</u>

Firm **Klee, Tuchin, Bogdanoff & Stern, LLP**

Firm Size: 19 Firm Rank 0

Court Name California Central
Case Name State Fish Co., Inc
Case Number 2:15-bk-11084-SK

For fee applications
6/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Kenneth Klee	Partner	CA	1974	1975	\$1,300	0.20	\$260.00
David Stern	Partner	CA	1975	1975	\$1,080	189.50	\$204,660.00
Michael Tuchin	Partner	CA	1990	1990	\$1,080	137.10	\$148,068.00
Maria Scountas Argiropoulos	Partner	CA	2006	2006	\$675	25.20	\$17,010.00
Colleen M. Keating	Counsel	CA	2008	2008	\$650	111.20	\$72,280.00
Jonathan M. Weiss	Associate	CA	2012	2012	\$475	525.00	\$249,375.00
Kathryn T. Zwicker	Associate	CA	1986	1986	\$440	9.50	\$4,180.00
Sasha M. Gurvitz	Associate	CA	2014	2014	\$395	40.80	\$16,116.00
Total:						<u>1038.50</u>	<u>\$711,949.00</u>

Firm **Bracewell & Giuliani LLP**

Firm Size: 422 Firm Rank 103

Court Name Delaware
Case Name Optim Energy, LLC, et al,
Case Number 14-10262 (BLS)

For fee applications
2/12/2014 through 10/15/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Joe R. Hull	Partner	CA	1969	1969	\$790	0.60	\$474.00
Total:						<u>0.60</u>	<u>\$474.00</u>

Firm **Brown Rudnick LLP**

Firm Size: 184 Firm Rank 211

Court Name Delaware
Case Name Corinthian Colleges Inc.
Case Number 15-10952 (KJC)

For fee applications
5/4/2015 through 9/21/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Ronald Rus	Partner	CA	1975	1975	\$880	1.50	\$1,320.00
Lauren E. Curry	Partner	CA	2010	2010	\$730	78.90	\$57,597.00
Total:						<u>80.40</u>	<u>\$58,917.00</u>

California Region

Firm Cooley LLP

Firm Size: 613 Firm Rank 63

Court Name Delaware
Case Name RS Legacy Corporation
Case Number 15-10197 (BLS)

For fee applications
6/1/2015 through 10/7/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Seth A. Raffin	Partner	CA	1998	1998	\$810	0.50	\$405.00
Janet D. Gertz	Associate	CA	2004	2004	\$755	14.60	\$11,023.00
Shannon L. Sorrells	Associate	CA	2011	2011	\$595	2.80	\$1,666.00
Total:						<u>17.90</u>	<u>\$13,094.00</u>

Firm Gibson Dunn & Crutcher, LLP

Firm Size: 1039 Firm Rank 21

Court Name Delaware
Case Name ENERGY FUTURE HOLDINGS CORP
Case Number 14-10979 (CSS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Matthew Bouslog	Associate	CA	2011	2011	\$625	5.10	\$3,187.50
Total:						<u>5.10</u>	<u>\$3,187.50</u>

Firm Kirkland & Ellis LLP

Firm Size: 1442 Firm Rank 13

Court Name Delaware
Case Name ENERGY FUTURE HOLDINGS CORP
Case Number 14-10979 (CSS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Mike Beinus	Partner	CA	1999	1999	\$1,220	3.10	\$3,782.00
Mark E. McKane	Partner	CA	1997	1997	\$1,025	198.50	\$203,462.50
Christopher Keegan	Partner	CA	2002	2002	\$855	75.50	\$64,552.50
Michael Esser	Associate	CA	2009	2009	\$825	213.40	\$176,055.00
Alexander Davis	Associate	CA	2012	2012	\$710	192.60	\$136,746.00
Justin Sowa	Associate	CA	2013	2013	\$710	199.70	\$141,787.00
Austin Klar	Associate	CA	2013	2013	\$635	35.00	\$22,225.00
Sarah Stock	Associate	CA	2013	2013	\$635	121.60	\$77,216.00
Anna Terteryan	Associate	CA	2014	2014	\$555	241.80	\$134,199.00
James Barolo	Associate	CA	2014	2014	\$555	108.60	\$60,273.00
Kevin Chang	Associate	CA	2014	2014	\$555	170.80	\$94,794.00
Total:						<u>1560.60</u>	<u>\$1,115,092.00</u>

California Region

Firm **Klee, Tuchin, Bogdanoff & Stern, LLP**

Firm Size: 19 Firm Rank 0

Court Name Delaware
Case Name SEAL123, INC., et al.
Case Number 15-10081 (CSS)

For fee applications
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Lee Bogdanoff	Partner	CA	1985	1985	\$1,080	7.30	\$7,884.00
Michael Tuchin	Partner	CA	1990	1990	\$1,080	37.10	\$40,068.00
David Fidler	Partner	CA	1997	1998	\$850	12.70	\$10,795.00
Robert J. Pfister	Partner	CA	2001	2001	\$795	0.20	\$159.00
David M. Guess	Partner	CA	2005	2005	\$695	67.30	\$46,773.50
Maria Sountas Argiropoulos	Partner	CA	2006	2006	\$675	1.70	\$1,147.50
Justin D. Yi	Partner	CA	2009	2009	\$625	0.80	\$500.00
Jonathan M. Weiss	Associate	CA	2012	2012	\$475	34.70	\$16,482.50
Kathryn T. Zwicker	Associate	CA	1986	1986	\$440	12.40	\$5,456.00
Total:						<u>174.20</u>	<u>\$129,265.50</u>

Firm **Morrison & Foerster LLP**

Firm Size: 1025 Firm Rank 22

Court Name Delaware
Case Name ENERGY FUTURE HOLDINGS CORP
Case Number 14-10979 (CSS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Clara Lim	Associate	CA	2012	2012	\$635	39.80	\$25,273.00
Chika Arakawa	Associate	CA	2013	2013	\$495	8.30	\$4,108.50
Total:						<u>48.10</u>	<u>\$29,381.50</u>

California Region

Firm **Munger Tolles & Olson LLC**

Firm Size: 181 Firm Rank 216

Court Name Delaware
Case Name ENERGY FUTURE HOLDINGS CORP
Case Number 14-10979 (CSS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
John W. Spiegel	Partner	CA	1977	1977	\$1,065	36.30	\$38,659.50
Thomas B. Walper	Partner	CA	1980	1980	\$1,065	184.05	\$196,013.25
Stephen D. Rose	Partner	CA	1991	1991	\$960	29.20	\$28,032.00
Todd J. Rosen	Partner	CA	1999	1999	\$875	53.20	\$46,550.00
Jay M. Fujitani	Partner	CA	1984	1984	\$830	92.50	\$76,775.00
Kevin S. Allred	Partner	CA	1986	1986	\$830	94.50	\$78,435.00
Seth Goldman	Partner	CA	2002	2002	\$750	154.70	\$116,025.00
Bradley R. Schneider	Of Counsel	CA	2004	2004	\$680	115.10	\$78,268.00
Emily A. Bussigel	Associate	CA	2010	2010	\$635	184.80	\$117,348.00
Sam Greenberg	Associate	CA	2010	2010	\$615	61.70	\$37,945.50
Alex D. Terepka	Associate	CA	2012	2012	\$510	89.40	\$45,594.00
Andrea M. Weintraub	Associate	CA	2013	2013	\$510	68.30	\$34,833.00
Sara N. Taylor	Associate	CA	2012	2012	\$510	70.40	\$35,904.00
Peter E. Boos	Associate	CA	2014	2014	\$395	11.40	\$4,503.00
Total:						<u>1245.55</u>	<u>\$934,885.25</u>

Firm **O'Melveny & Myers LLP**

Firm Size: 1193 Firm Rank 16

Court Name Delaware
Case Name Colt Holding Company
Case Number 15-11296 (LSS)

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
John-Paul Motley	Partner	CA	1999	1999	\$930	6.70	\$6,231.00
Sarah Hoffner	Counsel	CA	2004	2004	\$755	11.20	\$8,456.00
Jeeho Lee	Counsel	CA	2007	2007	\$745	5.00	\$3,725.00
Joannah Caneda	Associate	CA	2015	2015	\$460	4.90	\$2,254.00
Christopher Martin	Associate	CA	2014	2014	\$415	1.20	\$498.00
Joseph Zujkowski	Counsel	CA	2008	2008	\$390	183.60	\$71,604.00
Total:						<u>212.60</u>	<u>\$92,768.00</u>

California Region

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

Court Name: Delaware
Case Name: DDMG Estate
Case Number: 12-12568(BLS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Debra I. Grassgreen	Partner	CA	1991	1994	\$925	1.30	\$1,202.50
William Ramseyer	Of Counsel	CA	1980	1980	\$650	1.10	\$715.00
Total:						<u>2.40</u>	<u>\$1,917.50</u>

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

Court Name: Delaware
Case Name: ICL Holdings Company, INC
Case Number: 12-13319

For fee applications
6/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
William L. Ramseyer	Of Counsel	CA	1980	1980	\$650	7.60	\$4,940.00
Total:						<u>7.60</u>	<u>\$4,940.00</u>

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

Court Name: Delaware
Case Name: NE OPCO Inc
Case Number: 1:13-BK-11483

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Andrew W. Caine	Partner	CA	1983	1983	\$925	0.20	\$185.00
William L. Ramseyer	Of Counsel	CA	1980	1980	\$650	1.30	\$845.00
William Ramseyer	Of Counsel	CA	1980	1980	\$650	2.10	\$1,365.00
Total:						<u>3.60</u>	<u>\$2,395.00</u>

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

Court Name: Delaware
Case Name: SEAL123, INC., et al.
Case Number: 15-10081 (CSS)

For fee applications
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Andrew W. Caine	Of Counsel	CA	1983	1983	\$925	0.40	\$370.00
Jeffrey Pomerantz	Partner	CA	1989	1989	\$895	0.90	\$805.50
Shirley S. Cho	Of Counsel	CA	1997	1997	\$750	13.10	\$9,825.00
Total:						<u>14.40</u>	<u>\$11,000.50</u>

California Region

Firm **Pachulski Stang Ziehl Young Jones & Wei**

Firm Size: 55 Firm Rank 0

Court Name Delaware
Case Name SS Body Armor I, INC
Case Number 10-11255-(PJW)

For fee applications
9/1/2014 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Alan J. Kornfeld	Partner	CA	1987	1987	\$925	8.90	\$8,232.50
Andrew Caine	Of Counsel	CA	1983	1983	\$895	0.20	\$179.00
David J. Barton	Partner	CA	1981	1981	\$850	0.30	\$255.00
David M. Bertenthal	Partner	CA	1989	1993	\$850	10.00	\$8,500.00
Maxim B. Litvak	Partner	CA	2001	2001	\$775	1.70	\$1,317.50
Joshua M. Fried	Partner	CA	2006	2006	\$725	2.80	\$2,030.00
Jonathan Kim	Of Counsel	CA	1995	1995	\$665	0.80	\$532.00
Elissa Wagner	Of Counsel	CA	2000	2001	\$625	46.60	\$29,125.00
William Ramseyer	Of Counsel	CA	1980	1980	\$625	2.40	\$1,500.00
Total:						<u>73.70</u>	<u>\$51,671.00</u>

Firm **Paul Hastings LLP**

Firm Size: 881 Firm Rank 30

Court Name Delaware
Case Name MolyCorp, Inc
Case Number 15-11357 (CSS)

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Leslie A. Plaskon	Partner	CA	1988	1988	\$1,150	111.10	\$127,765.00
Peter Burke	Partner	CA	1996	1996	\$975	3.90	\$3,802.50
Daniel C. Tola	Associate	CA	2013	2013	\$550	20.50	\$11,275.00
Kevin Kraft	Associate	CA	2014	2014	\$495	4.80	\$2,376.00
Total:						<u>140.30</u>	<u>\$145,218.50</u>

Firm **Paul Hastings LLP**

Firm Size: 881 Firm Rank 30

Court Name Delaware
Case Name SEAL123, INC., et al.
Case Number 15-10081 (CSS)

For fee applications
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Nancy L. Abell	Partner	CA	1979	1979	\$995	0.90	\$895.50
Stephen D. Cooke	Partner	CA	1985	1985	\$973	0.30	\$292.13
Total:						<u>1.20</u>	<u>\$1,187.63</u>

California Region

Firm Quinn Emanuel Urquhart & Sullivan, LLP

Firm Size: 647 Firm Rank 58

Court Name Delaware
Case Name RS Legacy Corporation
Case Number 15-10197 (BLS)

For fee applications
6/1/2015 through 10/7/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Benjamin Finestone	Partner	CA	2004	2005	\$840	11.20	\$9,408.00
Katherine Scherling	Associate	CA	2008	2010	\$735	211.50	\$155,452.50
Randa Osman	Partner	CA	1990	1990	\$695	47.20	\$32,804.00
Total:						269.90	\$197,664.50

Firm Robins Kaplan LLP

Firm Size: 250 Firm Rank 0

Court Name Delaware
Case Name Corinthian Colleges Inc
Case Number 15-10952 (KJC)

For fee applications
5/4/2015 through 9/21/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Roman M. Silberfeld	Partner	CA	1995	1995	\$810	5.70	\$4,617.00
Howard Weg	Partner	CA	2014	2014	\$795	60.30	\$47,938.50
David B. Shernano	Partner	CA	2014	2014	\$675	17.00	\$11,475.00
Scott F. Gautier	Partner	CA	2014	2014	\$675	452.00	\$305,100.00
James P. Menton, Jr.	Partner	CA	2014	2014	\$650	17.40	\$11,310.00
Cynthia C. Hernandez	Associate	CA	2009	2009	\$470	397.90	\$187,013.00
Lorie A. Ball	Associate	CA	2014	2014	\$450	568.10	\$255,645.00
Amy Churan	Partner	CA	2001	2001	\$420	18.10	\$7,602.00
Total:						1536.50	\$830,700.50

Firm Torys LLP

Firm Size: 236 Firm Rank 0

Court Name Delaware
Case Name Nortel Networks Inc.
Case Number 09-10138

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Sheila Block	Partner	CA	1974	1974	\$1,090	9.10	\$9,919.00
Adam Slavens	Associate	CA	2007	2007	\$775	163.00	\$126,325.00
Total:						172.10	\$136,244.00

California Region

Firm **Cooley LLP**

Firm Size: 613 Firm Rank 63

Court Name Virginia Eastern

Case Name Health Diagnostic Laboratory, Inc.

Case Number 15-32919-KRH

For fee applications

6/7/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Aarti G. Reddy	Associate	CA	2010	2010	\$655	11.20	\$7,336.00
Amanda B. Pacheco	Associate	CA	2013	2013	\$470	3.30	\$1,551.00
Total:						<u>14.50</u>	<u>\$8,887.00</u>

California Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	Kenneth Klee	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1974	CA	\$1,300	0.2	\$260.00
Partner	Mike Beinus	Kirkland & Ellis LLP	1999	1999	CA	\$1,220	3.1	\$3,782.00
Partner	Leslie A. Plaskon	Paul Hastings LLP	1988	1988	CA	\$1,150	111.1	\$127,765.00
Partner	Sheila Block	Torys LLP	1974	1974	CA	\$1,090	9.1	\$9,919.00
Partner	David Stern	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	\$1,080	189.5	\$204,660.00
Partner	Lee Bogdanoff	Klee, Tuchin, Bogdanoff & Stern, LLP	1985	1985	CA	\$1,080	7.3	\$7,884.00
Partner	Michael Tuchin	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	\$1,080	174.2	\$188,136.00
Partner	John W. Spiegel	Munger Tolles & Olson LLC	1977	1977	CA	\$1,065	36.3	\$38,659.50
Partner	Thomas B. Walper	Munger Tolles & Olson LLC	1980	1980	CA	\$1,065	184.05	\$196,013.25
Partner	Mark E. McKane	Kirkland & Ellis LLP	1997	1997	CA	\$1,025	198.5	\$203,462.50
Partner	Nancy L. Abell	Paul Hastings LLP	1979	1979	CA	\$995	0.9	\$895.50
Partner	Peter Burke	Paul Hastings LLP	1996	1996	CA	\$975	3.9	\$3,802.50
Partner	Stephen D. Cooke	Paul Hastings LLP	1985	1985	CA	\$973	0.3	\$292.13
Partner	Stephen D. Rose	Munger Tolles & Olson LLC	1991	1991	CA	\$960	29.2	\$28,032.00
Partner	John-Paul Motley	O'Melveny & Myers LLP	1999	1999	CA	\$930	6.7	\$6,231.00
Partner	Alan J. Kornfeld	Pachulski Stang Ziehl Young Jones & Weintraub	1987	1987	CA	\$925	8.9	\$8,232.50
Of Counsel	Andrew W. Caine	Pachulski Stang Ziehl Young Jones & Weintraub	1983	1983	CA	\$925	0.6	\$555.00
Partner	Debra I. Grassgreen	Pachulski Stang Ziehl Young Jones & Weintraub	1994	1991	CA	\$925	1.3	\$1,202.50
Of Counsel	Andrew Caine	Pachulski Stang Ziehl Young Jones & Weintraub	1983	1983	CA	\$895	0.2	\$179.00
Partner	Jeffrey Pomerantz	Pachulski Stang Ziehl Young Jones & Weintraub	1989	1989	CA	\$895	0.9	\$805.50
Partner	Ronald Rus	Brown Rudnick LLP	1975	1975	CA	\$880	1.5	\$1,320.00
Partner	Todd J. Rosen	Munger Tolles & Olson LLC	1999	1999	CA	\$875	53.2	\$46,550.00
Partner	Christopher Keegan	Kirkland & Ellis LLP	2002	2002	CA	\$855	75.5	\$64,552.50
Partner	David Fidler	Klee, Tuchin, Bogdanoff & Stern, LLP	1998	1997	CA	\$850	12.7	\$10,795.00
Partner	David J. Barton	Pachulski Stang Ziehl Young Jones & Weintraub	1981	1981	CA	\$850	0.3	\$255.00
Partner	David M. Bertenthal	Pachulski Stang Ziehl Young Jones & Weintraub	1993	1989	CA	\$850	10	\$8,500.00
Partner	Benjamin Finestone	Quinn Emanuel Urquhart & Sullivan, LLP	2005	2004	CA	\$840	11.2	\$9,408.00
Partner	Jay M. Fujitani	Munger Tolles & Olson LLC	1984	1984	CA	\$830	92.5	\$76,775.00
Partner	Kevin S. Allred	Munger Tolles & Olson LLC	1986	1986	CA	\$830	94.5	\$78,435.00
Associate	Michael Esser	Kirkland & Ellis LLP	2009	2009	CA	\$825	213.4	\$176,055.00
Partner	Roman M. Silberfeld	Robins Kaplan LLP	1995	1995	CA	\$810	5.7	\$4,617.00
Partner	Seth A. Raffin	Cooley LLP	1998	1998	CA	\$810	0.5	\$405.00
Partner	Howard Weg	Robins Kaplan LLP	2014	2014	CA	\$795	60.3	\$47,938.50
Partner	Robert J. Pfister	Klee, Tuchin, Bogdanoff & Stern, LLP	2001	2001	CA	\$795	0.2	\$159.00
Partner	Joe R. Hull	Bracewell & Giuliani LLP	1969	1969	CA	\$790	0.6	\$474.00
Associate	Adam Slavens	Torys LLP	2007	2007	CA	\$775	163	\$126,325.00
Partner	Maxim B. Litvak	Pachulski Stang Ziehl Young Jones & Weintraub	2001	2001	CA	\$775	1.7	\$1,317.50
Associate	Janet D. Gertz	Cooley LLP	2004	2004	CA	\$755	14.6	\$11,023.00
Counsel	Sarah Hoffner	O'Melveny & Myers LLP	2004	2004	CA	\$755	11.2	\$8,456.00
Partner	Seth Goldman	Munger Tolles & Olson LLC	2002	2002	CA	\$750	154.7	\$116,025.00
Of Counsel	Shirley S. Cho	Pachulski Stang Ziehl Young Jones & Weintraub	1997	1997	CA	\$750	13.1	\$9,825.00

California Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Associate	Joannah Caneda	O'Melveny & Myers LLP	2015	2015	CA	\$460	4.9	\$2,254.00
Associate	Lorie A. Ball	Robins Kaplan LLP	2014	2014	CA	\$450	568.1	\$255,645.00
Associate	Kathryn T. Zwicker	Klee, Tuchin, Bogdanoff & Stern, LLP	1986	1986	CA	\$440	21.9	\$9,636.00
Partner	Amy Churan	Robins Kaplan LLP	2001	2001	CA	\$420	18.1	\$7,602.00
Associate	Christopher Martin	O'Melveny & Myers LLP	2014	2014	CA	\$415	1.2	\$498.00
Associate	Peter E. Boos	Munger Tolles & Olson LLC	2014	2014	CA	\$395	11.4	\$4,503.00
Associate	Sasha M. Gurvitz	Klee, Tuchin, Bogdanoff & Stern, LLP	2014	2014	CA	\$395	40.8	\$16,116.00
Counsel	Joseph Zujkowski	O'Melveny & Myers LLP	2008	2008	CA	\$390	183.6	\$71,604.00