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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

13 **ALBERT KNAPP** and **ELHAM**
14 **TABIBIAN**, individually and on behalf of all
15 others similarly situated,

16 Plaintiffs,

17 vs.

18 **PEPPERDINE UNIVERSITY**, a California
19 Non-Profit Corporation,

20 Defendant.

CASE NO. 22SCTV16736

**DECLARATION OF JULIAN HAMMOND IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 20, 2023

Time: 9:00 a.m.

Dept. 17, Hon. Maren Nelson

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.

4 2. I am a member in good standing of the Bar of the State of California. I am licensed to
5 practice before all courts in the State of California.

6 3. I am the founding shareholder of the law firm HammondLaw, P.C. ("HammondLaw" or
7 "Class Counsel") and counsel for the named Plaintiffs Albert Knapp ("Plaintiff Knapp") and Elham
8 Tabibian ("Plaintiff Tabibian") (collectively, "Plaintiffs") and the approximately 1,457 Class Members
9 (the "Class Members", "Class" or "CMs") employed by Pepperdine University, Inc. ("Defendant" or
10 "Pepperdine") as adjunct instructors who worked remotely in California during the period from May 20,
11 2018 through the date of preliminary approval (the "Class Period").

12 4. Plaintiffs are committed to representing the interests of the Class, do not have any conflicts
13 with any member of the Class, and their interests are virtually coextensive with those of the Class.

14 5. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class
15 Action Settlement. A copy of the Class Action Settlement Agreement presented to the Court for approval
16 is attached as Exhibit 1 to the Proposed Order. I am not aware of any other lawsuits that will be affected
17 by the proposed Class Action Settlement Agreement.

18 6. HammondLaw has been certified as Class Counsel or Co-Class Counsel in over 60 wage
19 and hour class actions, representing tens of thousands of employees, including in the Superior Courts for
20 the counties of Alameda, Los Angeles, Sacramento, San Diego, San Francisco, Solano, Santa Clara,
21 Monterey, San Joaquin, Placer, Orange, Contra Costa, San Bernardino, and in federal District Courts in
22 California in diversity jurisdiction cases based on state law, over the last ten years. My firm's resume is
23 attached hereto as **Exhibit 1**.

24 7. Since 2016, my firm has been the leader in prosecuting adjunct instructor cases in the
25 state. My firm has successfully recovered over \$40 million dollars in damages and statutory and civil
26 penalties on behalf of 28,000 instructors in twenty-eight class actions. My firm also recently litigated one
27 adjunct class action all the way through to trial in which the Class prevailed. *Gola v. University of San*
28 *Francisco*, No. CGC-18-565018 (San Francisco County Superior Court, March 3, 2021).

Procedural History

8. Plaintiffs filed this lawsuit in Los Angeles County Superior Court on May 20, 2022. The
same day, Plaintiffs sent their PAGA Notice attached to the LWDA and Defendant. On September 7,

2022, Plaintiffs filed their First Amended Complaint adding a claim for PAGA penalties, and submitted a conformed copy of the First Amended Complaint to the LWDA on September 8, 2022.

9. Plaintiffs allege that Defendant required Class Members to work remotely from home during the Class Period, including Adjuncts who were assigned online courses prior to and after the COVID-19 shutdown, and Adjuncts who taught courses remotely when courses shifted online due to the COVID-19 shutdown. Plaintiffs allege that Class Members incurred home office expenses as a result, including but not limited to home internet, cellular service, and electricity. Defendant, however, did not fully reimburse these expenses, in violation of Labor Code § 2802.

10. On October 6, 2022, Pepperdine filed its Answer, generally denying all allegations, and raised thirty-four affirmative defenses, including that “such expenses were either not required and/or necessary” and that any expenses incurred were a result of Class Members’ own voluntary choices.

Informal Discovery and Mediation

11. After the action was filed, the parties agreed to mediate, stay formal discovery, and exchange informal discovery. Defendant produced relevant data points including the class size (1,457) and number of Aggrieved Employees (996); months worked by the Class during the Class Period (24,178) and PAGA Period (11,301);¹ and the dollar amount Defendant reimbursed Class Members for remote work expensed during the Class Period (\$203,160.57). Defendant also produced communications with faculty members regarding the shift to remote work in March 2020 and the campus reopening in August 2021; documents related to campus accessibility during the COVID-19 shutdown; and expense reimbursement policies applicable to Class Members including its Covid-19 technology stipend policy. Plaintiffs also located relevant publicly available information from Defendant’s website, and reviewed documents provided by Plaintiffs.

12. On January 10, 2023, the Parties participated in a mediation session with Lisa Klerman, an experienced mediator who has mediated numerous wage and hour cases. Prior to the mediation, the parties exchanged detailed mediation briefs describing the facts and law, summarizing the informal discovery exchanged in aid of mediation, and presenting a calculation of damages for the underlying claims if the case were to be certified as a class action and go to trial.

13. At the end of the full-day mediation, Ms. Klerman made a mediator’s proposal, which the Parties accepted.

¹ The class worked 22,777 months between the start of the Class Period and January 2023; and 9,291 months between the start of the PAGA Period and January 2023. Plaintiffs extrapolated both of these numbers out to May 31, 2023 as the estimated end date of the Class Period.

The Settlement Is Fair and Reasonable

14. Plaintiffs calculated Defendant's maximum exposure on the unreimbursed expense claim as follows: Plaintiffs estimated that CMs incurred \$70 per month working remotely for Defendant. Thus, the Class incurred (\$70 * 24,178 months), or \$1,693,090 in unreimbursed expense. Plaintiffs deducted the \$203,160 that Defendant paid out in reimbursement which reduced Defendant's maximum exposure to \$1,489,929. Interest at 10% adds \$372,482, for a total of \$1,862,412. Plaintiffs then applied discounts for the risks present by Defendant's contentions that Plaintiffs would be unable to certify a class, or would lose on the merits.

15. Defendant contended that it had no common policy requiring CMs to work remotely, or incur any remote work expenses. Defendant contended that CMs had access to Pepperdine's campus throughout the Class Period (including during COVID-19 shutdown), and if a CM worked remotely, that was entirely their own choice. Defendant contended that, as a result, individualized issues would predominate, including whether CMs were required to work remotely, and if so, whether the remote work expenses they incurred were "necessary." Plaintiffs applied a 40% discount for the risk that they would be unable to certify their claim, which reduced Defendant's liability to \$1,117,447.

16. As to the merits, Defendant contended that many CMs were assigned to teach on-campus courses and would have incurred no remote work expenses. Defendant further contended that a fact-finder would find that Plaintiffs' estimate of \$70 per month was far more than the "reasonable percentage" of expenses incurred by any CM, considering that CMs were all part-time employees who worked, on average, only 12 to 16 hours per week. Finally, Defendant contended that it issued written policies pursuant to which CMs could seek and receive reimbursement for remote work expenses they incurred, and in fact reimbursed CMs over \$200,000 during the Class Period. Plaintiffs applied a further 40% discount for the risks of losing on the merits, which reduced Defendant's liability to \$670,468.

17. The \$407,000 Settlement represents 22% of Pepperdine's maximum exposure of \$1,862,412 (including interest but excluding PAGA), and 61% of its realistic exposure of \$670,468 (after taking discounts).

18. Given the risk posed on the merits and certification, and the fact that Pepperdine already paid out \$203,160 in expense reimbursements, Plaintiffs view the outcome as an excellent result for the Class. The gross share per Class Member is \$279.34² and the net share is \$126.66.³ The gross value per

² \$407,000 / 1,457 employees

³ \$184,550 / 1,457 employees. The Net Settlement is the amount remaining after deduction of attorneys' (footnote continued)

1 pay period is \$8.41⁴ and the net value is \$3.81.⁵ A Class Member who worked for the entire 5-year Class
2 Period will receive \$457.08,⁶ in addition to his or her share of PAGA penalties.

3 19. Absent a settlement, the case could take years to resolve, as Plaintiffs' Counsel know
4 from litigating similar cases. If litigation were to proceed, Plaintiffs would face a serious risk posed by
5 Defendant's affirmative defenses, including arguments that class certification was not appropriate, and
6 that Plaintiffs would lose on the merits. Even if this matter proceeded to trial, voluminous evidence
7 would be needed to prove damages; expert testimony and expert discovery could be required to prove
8 the damage calculations; and trial would be complex given the number of employees involved.
9 Regardless of which side prevailed, an appeal would be likely, creating additional delay and uncertainty
10 for the employees' receipt of any recovery. This Settlement provides an efficient resolution of this
11 dispute, and CMs will obtain a substantial recovery now without the risks and lengthy delays that further
12 litigation would entail.

13 **PAGA Allocation is Reasonable**

14 20. Plaintiffs calculated Defendant's exposure on PAGA penalties as follows: There were
15 approximately 22,602 pay periods during the PAGA Period. Using a penalty of \$100 per pay period
16 (because Defendant never received notice from the Labor Commissioner or the Court so there are
17 arguably no "subsequent" violations) Defendant's maximum exposure is \$2,260,200.

18 21. The \$25,000 allocated to PAGA penalties represents 1.1% of Defendant's PAGA
19 exposure and is comparable to PAGA allocations in other wage and hour cases that received final
20 approval from California Superior Courts including *Burleigh v. National University*, Case No. MSC21-
21 00939 (Contra Costa County Superior Court) (August 26, 2022) (finally approving a \$925,000 wage
22 and hour class action settlement including a PAGA allocation of \$50,000, representing about 1.2% of
23 the maximum \$4,213,200 in PAGA penalties); *Pillow et al. v. Pepperdine University*, Case No.
24 19STCV33162 (Los Angeles Superior Court)(July 28, 2021) (finally approving PAGA allocation of
25 \$15,000, representing 0.9% of the maximum \$1,619,200 in PAGA penalties); *Mooiman et al. v Saint*
26 *Mary's College of California*, Case No. C19-02092 (Contra Costa County Superior Court) (June 10,
27 2021) (finally approving \$30,000 PAGA allocation representing 0.6% of the maximum \$4,296,600 in
28 PAGA penalties, and explaining that "the record indicates that defendant changed many of the policies

fees (\$142,450), costs (\$20,000), service awards (\$15,000), PAGA Penalties (\$25,000), and
administration costs (\$20,000).

⁴ \$407,000/ 48,374 pay periods

⁵ \$184,550 / 48,374 pay periods.

⁶ (60-month Class Period * 2 pay periods per month * \$3.82 per pay period)

1 at issue before the action was brought, that there is a substantial monetary award which in part serves
2 the deterrent function of a penalty, and that defendant had some arguments of “good faith,” that would
3 mitigate penalties”); and *Harris-Foster v. University of Phoenix*, Case No. RG19019028 (Alameda
4 County Superior Court) (March 17, 2021) (finally approving \$50,000 PAGA allocation, representing
5 1.5% of maximum \$3,173,200 in PAGA penalties).

6 22. This allocation is fair and adequate for several reasons. First, the overall settlement is
7 robust, which is what courts look at when assessing amount attributed to PAGA penalties.

8 23. Second, Defendant could have contended that the Court would reduce any award of
9 PAGA penalties as “unjust, arbitrary and oppressive, or confiscatory” under Labor Code § 2699(e)(2),
10 especially because the \$2,260,200 in PAGA penalties are almost \$400,000 more than the \$1,862,411 in
11 unreimbursed expenses allegedly incurred by the Class.

12 24. Third, in order to recover any PAGA penalties, Plaintiffs would be required at trial to
13 prove that each employee suffered a violation for each pay period the employee worked, which would
14 be difficult in light of Defendant’s contentions discussed above, including its contention that CMs
15 incurred no remote work expenses at all when assigned an on-campus course, that CMs had access to
16 Pepperdine’s campus throughout the Class Period, and that CMs could have sought reimbursement from
17 Defendant.

18 25. Fourth, PAGA claims can be stricken if they are found to be unmanageable, and because
19 only CMs who actually incurred unreimbursed expenses during a particular pay period could recover
20 PAGA penalties for those violations, Defendant could have disputed that there is a manageable way to
21 determine who was entitled to such penalties.

22 **The Service Awards Are Preliminarily Reasonable**

23 26. In conjunction with seeking final approval, Plaintiffs will move for approval of Service
24 Awards of \$7,500 to each Plaintiff to recognize the time and effort they’ve expended for the Class, the
25 reputational risk they took by filing this lawsuit, and the general release they are each entering into. The
26 requested awards fall well within the range of incentive payments typically awarded to Class
27 Representatives in similar class actions.

28 27. If preliminary approval is granted, Plaintiffs will provide declarations describing their
work on behalf of the Class in support of their requested service awards.

The Requested Attorneys’ Fees and Costs Are Preliminarily Reasonable

28 28. The Settlement Agreement provides that Defendant will not oppose a request for
attorney’s fees of up to 35% of the Gross Settlement Amount (i.e., \$142,450). This is fair, reasonable

1 and adequate to compensate Class Counsel for the substantial work they have already done to prosecute
2 this Action, the risk they assumed to agree to take the case in the first place, the great expense spared to
3 the Class by Class Counsel having achieved a successful resolution, and the continued time and expense
4 that Class Counsel will incur by administering the fair distribution of the settlement fund should this
5 Court grant the settlement's approval.

6 29. The Settlement Agreement's award of litigation costs of up to \$20,000 is intended for
7 commonly reimbursed out-of-pocket cost incurred by my firm, including filing and process-serving fees,
8 research charges, and the professional fees paid for a full-day mediation session, which was essential in
9 reaching the Settlement.

10 30. If the Court grants Preliminary Approval, Class Counsel anticipates filing a Motion for
11 Attorneys' Fees and Costs that will be scheduled to be heard concurrently with the Motion for Final
12 Approval. Class Counsel will submit their lodestar and costs breakdown with their motion for attorneys'
13 fees and costs.

14 **Cy Pres Beneficiary**

15 31. Subject to Court approval, Bet Tzedek is designated as the *cy pres* beneficiary and
16 recipient of funds associated with any uncashed checks. Bet Tzedek is a non-profit organization that
17 provides access to the civil justice system to clients that are low-income, and for communities victimized
18 by discrimination and civil rights abuses. Bet Tzedek is an appropriate *cy pres* beneficiary pursuant to
19 Code of Civil Procedure § 384.

20 32. I certify that neither I nor my firm have any connection to or relationship with Bet Tzedek
21 that could reasonably create the appearance of impropriety as between the selection of the recipient of
22 the money or thing of value and the interests of the class, nor does my law firm.

23 I declare under penalty of perjury under the laws of the United States and the State of California
24 that the foregoing is true and correct. Executed on February 28, 2023.

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Julian Hammond

EXHIBIT 1

Approved California Wage and Hour Cases

- ***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 145 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) (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

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HammondLaw as class counsel for \$1,800,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,100 adjunct instructors);

- ***Senese v. University of San Diego***, Case No. 37-2019-00047124-CU-OE-CTL (San Diego County Superior Court) (February 8, 2022) (certifying HammondLaw as co-class counsel for \$3,892,750 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 2,071 adjunct instructors);
- ***Solis et al. v Concordia University Irvine***, Case No. 30-2019-01114998-CU-OE-CXC (Orange County Superior Court) (February 3, 2022) (certifying HammondLaw as class counsel for \$890,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, and 2802 claims on behalf of 778 adjunct instructors);
- ***McCoy et v Legacy Education LLC***, Case No. 19STCV2792 (Los Angeles County Superior Court) (November 15, 2021) (Labor Code § 2698 et seq. representative action settlement for \$76,000 for violation of Labor Code §§ 1194, 226(a), 226.7, 512, 203, and 2802 on behalf of 31 instructors);
- ***Merlan v Alliant International University***, Case No. 37-2019-00064053-CU- OE-CTL (San Diego County Superior Court) (November 2, 2021) (certifying HammondLaw as co-class counsel for \$711,500 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 803 adjunct instructors);
- ***Stupar et al. v University of La Verne***, Case No. 19STCV33363 (Los Angeles County Superior Court) (October 14, 2021) (certifying HammondLaw as class counsel for \$2,450,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512, and 203 claims on behalf of 1,364 adjunct instructors);
- ***Normand et al. v Loyola Marymount University***, Case No. 19STCV17953 (Los Angeles County Superior Court) (September 9, 2021) (certifying 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 § 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

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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 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

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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 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

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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 Code §§ 1194, 226, and 201-203 claims on behalf of approximately 79 truck drivers);
- ***Araiza et al. v. The Scotts Company, L.L.C.***, Case No. BC570350 (Cal. Sup. Ct. L.A. Cty. September 19, 2016) (certifying HammondLaw and A&T as co-class counsel for \$925,000 settlement of Labor Code §226, 510, 512 and 2802 claims on behalf of approximately 570 merchandisers; and Labor Code 226(a) claims on behalf of approximately 120 other employees);
- ***Dixon v. Hearst Television, Inc.***, Case No. 15CV000127 (Cal. Sup. Ct. Monterey Cty. September 15, 2016) (certifying HammondLaw as class counsel for a \$432,000 settlement of Labor Code § 2802 claims on behalf of approximately 55 outside sales representatives);
- ***Garcia et al. v. Zoom Imaging Solutions, Inc.*** SCV0035770 (Cal. Sup. Ct. Placer Cty. September 8, 2016) (certifying HammondLaw and A&T as co-class counsel for \$750,000 settlement of Labor Code § 510, 512, 1194 and 2802 claims on behalf of approximately 160 sales representatives and service technicians);
- ***O'Beirne et al. v. Copier Source, Inc. dba Image Source***, Case No. 30-2015-00801066-CU-OE-CXC (Cal. Sup. Ct. Orange Cty. September 8, 2016) (certifying HammondLaw and A&T as co-class counsel for \$393,300 settlement of Labor Code §2802 claims on behalf of approximately 132 outside sales representatives);
- ***Mead v. Pan-Pacific Petroleum Company, Inc.***, Case No. BC555887 (Cal. Sup. Ct. L.A. Cty. August 30, 2016) (certifying HammondLaw and A&T as co-class counsel for \$450,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 172 truck drivers);

- ***Lange v. Ricoh Americas Corporation***, Case No. RG136812710 (Cal. Sup. Ct. Alameda Cty. August 5, 2016) (certifying HammondLaw as co-class counsel for \$1,887,060 settlement of Labor Code § 2802 claims on behalf of approximately 550 sales representatives);
- ***Alcazar v. US Foods, Inc. dba US Foodservice***, Case No. BC567664 (Cal. Sup. Ct. L.A. Cty. March 18, 2016) (certifying HammondLaw and A&T as co-class counsel for a \$475,000 settlement on behalf of approximately 634 truck drivers);
- ***Harris v. Toyota Logistics***, Case No. C 15-00217 (Cal. Sup. Ct. Contra Costa Cty. February 9, 2016) (certifying HammondLaw and A&T as co-class counsel for \$550,000 settlement reached on behalf of approximately truck 125 drivers);
- ***Albanez v. Premium Retail Services Inc.***, Case No. RG1577982 (Cal. Sup. Ct. Alameda Cty. January 29, 2016) (Private Attorney General Act Settlement for \$275,000 on behalf of approximately 38 employees);
- ***Garcia et al v. Sysco Los Angeles, et al.***, Case No. BC560274 (Cal. Sup. Ct. L.A. Cty. November 12, 2015) (certifying HammondLaw and A&T as co-class counsel for a \$325,000 settlement on behalf of approximately 500 truck drivers);
- ***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 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).