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Attorneys for Plaintiff and the Settlement Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

CHRISTOPHER BRANDMEIR, individually
and on behalf of all others similarly situated,

Plaintiff,

vs.

**COLUMBIA SOUTHERN UNIVERSITY,
INC.**, an Alabama Corporation,

Defendant.

CASE NO. 22CV013638

**DECLARATION OF JULIAN HAMMOND
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR APPROVAL OF ATTORNEYS' FEES
AND COSTS, AND SERVICE AWARD FOR
CLASS REPRESENTATIVE**

Date: August 25, 2023

Time: 9:30 a.m.

Dept. 23; Hon. Brad Seligman

Reservation No: A-13638-002

1 I, Julian Hammond, declare as follows:

2 **I. INTRODUCTION**

3 1. I am over the age of 18 and have personal knowledge of the facts set forth in this
4 declaration and could and would testify competently to them.

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

7 3. I am the principal of my own law firm HammondLaw, P.C. (“HammondLaw” or “Class
8 Counsel”) and counsel for the named Plaintiff Christopher Brandmeir (“Plaintiff”) and Settlement Class
9 Members consisting of 51 faculty members employed by Defendant in California from June 30, 2018
10 through April 25, 2023 (“Class Period”). I have no knowledge of the existence of any conflicting interests
11 between my firm and any of its attorneys, on the one hand, and Plaintiff or any Class Member, on the
12 other.

13 4. Plaintiff is committed to representing the interests of the Class, does not have any conflicts
14 with any of the Class Members, and his interests are virtually coextensive with those of the Class
15 Members.

16 5. I submit this declaration in support of Plaintiff’s Motion for Final Approval of Class
17 Action Settlement, and Motion for Approval of Attorneys’ Fees and Costs, and Service Award for Class
18 Representative.

19 6. A true and correct copy of the executed Settlement Agreement resolving this case is being
20 submitted to the Court as Exhibit 1 to the Proposed Order of Final Approval and Judgment. Proof of
21 service on the LWDA of the Motion for Final Approval and Motion for Attorneys’ Fees, Costs, and
22 Service Award and all supporting papers filed with the Court, is attached hereto as **Exhibit 1**.

23 **II. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

24 7. In my professional opinion, the \$320,000 GSA, of which approximately \$185,054.72 will
25 be distributed to the Class (Taylor Decl. ¶ 14), is an excellent result for the Class that consist of 51 Class
26 Members, because the financial relief is commensurate with the potential recovery and the risks faced by
27 the Class in this case. 100% of the Notice recipients will participate in the Settlement, with an average
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1 net payment of \$3,628.52 per CM, and a maximum net individual payment of \$6,162.97. Taylor Decl. ¶
2 15. The 100% participation rate and the large individual payment amounts, support my conclusion that
3 the settlement is an excellent result for the Class, particularly in light of the risks discussed below.

4 8. As explained in detail in the Memorandum of Points and Authorities in support of
5 Preliminary Approval (“Prelim MPA”), at pages 8-14, and in my Declaration in support of Plaintiff’s
6 Motion for Preliminary Approval, Plaintiff faced significant risks on the merits of his claims and on class
7 certification. Those risks were as follows: Plaintiff faced several risks on the merits, including
8 Defendant’s argument that even if it technically violated the wage statement laws, it had a good faith
9 defense, which, if proven would act as a complete bar to section 226(e) claims. At the time the Parties
10 engaged in settlement negotiations, the issue of whether a good faith defense applies to section 226(e)
11 claims was on appeal before *Naranjo v. Spectrum Security Services, Inc.*, 88 Cal. App. 5th 937 (2023).
12 The Court of Appeal has since then issued its decision finding that a good faith defense does apply to
13 section 226(e) claims. Thus, if the Parties continued to litigate this case, and Defendant succeeded in
14 proving its good faith defense, Plaintiff would recover nothing for the Class on the wage statement claim.
15 Defendant also argued that at most it would be subject to only the initial \$50 penalty per pay periods
16 because it was not put on notice of its violation by any court or government agency. Defendant also
17 contended that CMs’ compensation was not a piece rate and thus CMs were not entitled to separate and
18 hourly pay for rest breaks, and that Plaintiff’s damages model with respect to all claims was inflated,
19 including with respect to the overtime and unreimbursed expense claims. In addition, one of Plaintiff’s
20 central theories, that Class Members were piece-rate workers, is a novel theory that has never been
21 decided by any Court of Appeal.

22 9. With respect to class certification, Plaintiff faced the risk that the Court would have found
23 a need for individualized inquiries on some or all claims and Plaintiff would not be able to certify some
24 or all of the claims. For example, some of the CMs were part-time faculty and some were full-time
25 faculty, CMs had different schedules based on the number of classes they taught, taught different courses
26 and handled different assignments (such as being on the dissertation committee), and because they taught
27 online from their homes, figuring out who worked 3.5 hours in a day and/or straight and who missed a
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1 rest break, and/or who worked overtime would lead to individualized issues (although Plaintiff believes
2 he would have prevailed on class certification through the use of representative evidence, and given that
3 the need for individual inquiries about damages does not defeat certification).

4 10. If the case had not settled, the outcome of litigation would be inherently uncertain, and
5 years might elapse before Class Members obtained backpay and other monetary relief. One of the class
6 actions litigated by our firm on behalf of adjunct instructors – *Gola v. University of San Francisco*, was
7 filed in early 2018 and proceeded to trial, and an appeal. The defendant’s petition for review was only
8 recently denied by the California Supreme Court, and the Class Members have not yet been paid. In
9 contrast, the settlement in this case ensures prompt relief and a substantial recovery for the Class.

10 11. I believe the significant, immediate relief provided by the Settlement justifies final
11 approval, especially when viewed in light of the risks faced by the Class and the delays and uncertainties
12 of continued litigation.

13 12. I believe that the Settlement is fair, reasonable, and is in the best interests of the Class,
14 and is an excellent result given the risks Plaintiff faced on the merits and class certification, as well as
15 the delays of continued litigation.

16 III. ATTORNEYS’ FEES AND COSTS

17 A. Attorneys’ Qualifications and Experience

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

20 a. Julian Hammond

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

5 (b) In 2010 I founded my firm HammondLaw, P.C. Since the founding of my firm, I was the lead
6 or co-lead counsel in over 50 employment and consumer class actions in state and federal courts in
7 California and Washington state. I represented employees across a variety of industries, including outside
8 salespersons in the liquor distribution industry and in the photocopier distribution industry securing
9 settlements against major players in both industries for violations of Labor Code § 2802 and securing
10 significant increases in the amount of money they received for expense reimbursement. I also represented
11 thousands of truck drivers in California, securing settlements and compensation changes going forward
12 against the largest trucking companies in the United States for unpaid wages and premium pay. I have
13 also represented employees who have worked as pet groomers, fitness instructors, adjunct instructors,
14 and most recently account executives and sales employees.

15 (c) My firm was also the first firm in the country to bring cases and secure settlements pursuant
16 to the Automatic Renewal Law §§ 17600, *et seq.* (“ARL”) and the UCL. As lead or co-lead counsel we
17 secured the largest settlement thus far under the ARL and UCL in *Siciliano, et al. v. Apple, Inc.*, Case
18 No. 1:13-CV-257676 (Santa Clara County Superior Court, November 5, 2018) (\$16,500,000 settlement
19 on behalf of approximately 4,000,000 consumers). We also secured settlements under the ARL and the
20 UCL in *Goldman v. Lifelock*, Case No. 1-15-cv-276235 (Santa Clara County Superior Court Feb. 5, 2016)
21 (\$2,500,000 settlement on behalf of approximately 320,000 consumers); *Davis v. Birchbox Inc.*, Case
22 No. 3:15-cv-498-BEN-BSG (S.D. Cal. Oct 17, 2016) (settlement in form of Birchbox credits for
23 approximately 150,000 consumers); *Kruger v. Kiwi Crate*, Case No. 1-13-CV-254550 (Santa Clara
24 County Superior Court July 2, 2015)) (claims made settlements on behalf of consumers); and *Gargir v.*
25 *SeaWorld Inc.*, Case No. 37-2015-00008175-CU-MC-CTL (San Diego County Superior Court October
26 21, 2016) (\$500,000 settlement on behalf of 88,000 subscribers).

1 (d) Since 2016, my firm has been the leader in prosecuting wage and hour adjunct instructor
2 cases in the state. My firm has successfully recovered over \$42 million dollars in damages and statutory
3 and civil penalties on behalf of 26,500 instructors in twenty-nine class actions. My firm also recently
4 litigated one adjunct class action all the way through to trial in which the Class prevailed on a wage
5 statement claim, and the judgment was recently affirmed on appeal. *See Gola v. University of San*
6 *Francisco*, 90 Cal. App. 5th 548 (2023), pet'n denied July 14, 2023. My first also recently secured victory
7 on an arbitration issue in a consumer case, which was also affirmed on appeal. *See Fisher v. MoneyGram*
8 *International*, 66 Cal. App. 5th (2023).

9 (e) My firm was also recently appointed as Lead Co-Counsel in a data privacy case titled *In re*
10 *BetterHelp, Inc. Data Disclosure Cases*, Case No. 3:23-cv-01033-RS, pending in the Northern District
11 of California, and has served on the Executive Committee in the MDL case titled *In re Ashley Madison*
12 *Customer Data Security Breach Litigation*, Case No. MDL 2669 (E.D. Mis. Dec. 9, 2015) (\$11.2 million
13 claims-made settlement on behalf of approximately 39 million Ashley Madison users alleging privacy
14 violations).

15 (f) *Billing Rate.* My current billing rate is \$925 per hour. Based on my knowledge of rates
16 charged by other experienced attorneys involved in complex litigation, I believe that rate to be at the
17 prevailing market rates for attorneys of comparable skill and experience in such matters.

18 (g) *Significant Responsibilities on this Case.* As the principal of HammondLaw I managed every
19 aspect of the litigation. I supervised, and /or approved pleadings, informal discovery requests, analysis
20 of the data produced by Defendant in informal discovery, settlement negotiation brief, settlement
21 agreement, and preliminary and final approval motion. I was the lead negotiator in the settlement
22 negotiations session.

23 **b. Adrian Barnes**

24 (a) *Qualifications and Experience.* Mr. Barnes is a recognized employment law and consumer
25 protection attorney, with over 12 years of experience. Mr. Barnes has represented and obtained multi-
26 million-dollar judgments in cases brought on behalf of employees and consumers, including in *Choate*
27 *v. Celite Corp.*, 215 Cal. App. 4th 1460 (2013), *Greenwood v. CompuCredit*, 565 U.S. 95 (2012), and
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1 *Gola v. University of San Francisco*. Since graduating from law school, Mr. Barnes spent the majority
2 of his career representing the interests of employees and union members in labor and employment cases.

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

6 (c) *Billing Rate*. Mr. Barnes' current billing rate is \$775. Surveys I have reviewed and experts
7 I have consulted demonstrate that this rate is similar to rates charged by comparable attorneys for similar
8 class action work and complex litigation.

9 (d) *Significant Responsibilities on this Case*. Mr. Barnes time was spent primarily reviewing and
10 editing the settlement negotiation brief, and drafting the motion for preliminary approval and supporting
11 papers.

12 **c. Polina Brandler**

13 (a) *Qualifications and Experience*. Ms. Brandler's practice has focused on wage and hour
14 and consumer class actions for over 11 years. Ms. Brandler has been responsible for all facets of wage
15 and hour actions, from pre-filing investigation, discovery, and motion practice, to trial, appeal, and
16 settlement approval. She has been certified as class counsel in more than 45 class actions, including
17 numerous wage and hour cases. She also has successfully tried a class action case, jointly with Mr.
18 Hammond, which was recently upheld on appeal. Ms. Brandler has been responsible for all facets of the
19 firm's class action litigation practice—from pre-filing investigation, discovery, and motion practice to
20 appeal, settlement negotiations, and settlement approval. She was one of the primary attorneys litigating
21 the *Fisher v. MoneyGram* case, which resulted in an important victory for consumers on an arbitration
22 issue.

23 (b) Prior to joining HammondLaw in 2012, Ms. Brandler clerked for two and a half years for the
24 Honorable Anita H. Dymant of the Appellate Division of the Los Angeles Superior Court from 2009 to
25 2012. Ms. Brandler received her B.A. in history *cum laude* from the Macaulay Honors College at the
26 City University of New York in 2005, and her J.D. from the Benjamin N. Cardozo School of Law in
27
28

1 2009. Ms. Brandler completed a year-long externship for the Hon. Sandra S. Townes (E.D.N.Y) while
2 in law school and assisted with the drafting of two published opinions.

3 (c) *Billing Rate*. Ms. Brandler's current billing rate is \$750 per hour. Surveys I have reviewed
4 and experts I have consulted demonstrate that this rate is similar to the rates charged by comparable
5 attorneys for class action work and complex litigation.

6 (d) *Significant Responsibilities on this Case*. Ms. Brandler was assigned responsibilities in all
7 aspects of the case, including case investigation, legal research, drafting and/or reviewing drafts from
8 other attorneys of the PAGA notices, complaints, discovery, settlement negotiations brief, attending
9 settlement negotiations session with me, overseeing the drafting of the settlement agreement, and
10 reviewing drafts from other attorneys of the preliminary approval motion, and drafting the final approval
11 motion and supporting papers.

12 **d. Ari Cherniak**

13 (a) *Qualifications and Experience*. Mr. Cherniak joined HammondLaw in 2012. Since that
14 time, Mr. Cherniak's practice has focused on wage and hour and consumer class actions. Mr. Cherniak
15 served as class counsel in 70 of the firm's wage and hour class and representative actions, including many
16 wage and hour cases listed above. Mr. Cherniak has extensive class action litigation experience, and assists
17 in managing all aspects of the class action litigation at HammondLaw, ensuring the smooth operation of the
18 cases from inception through to final approval. Mr. Cherniak received his bachelor's degree *cum laude*
19 from Towson University in 2007, and his J.D. from Tulane Law School in 2011.

20 (b) *Billing Rate*. Mr. Cherniak's current billing rate is \$650 per hour. Surveys I have reviewed
21 and experts I have consulted demonstrate that this rate is similar to rates charged by comparable attorneys
22 for similar class action work and complex litigation.

23 (c) *Significant Responsibilities on this Case*. Mr. Cherniak was assigned responsibilities in all
24 aspects of the case, including drafting complaints, stipulations, case management conference statements,
25 meeting and conferring with Defendant's counsel, assisting with informal discovery, and overseeing the
26 case calendar.

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1 **e. Steven Greenfield**

2 (a) *Qualifications and Experience.* Mr. Greenfield recently joined HammondLaw as the firm's
3 Managing Attorney. Mr. Greenfield earned his bachelor's degree from Yeshiva University in 1996, his
4 J.D. from the University of Pennsylvania School of Law, his LLM from New York University Law
5 School, and his Master of Business Administration from Columbia University Graduate School of
6 Business. Mr. Greenfield has worked in both the financial and legal sectors, and has experience
7 employment law, with a focus on investigation and litigation of wage and hour claims, and in consumer
8 law, with a focus in consumer privacy and cybersecurity investigation and litigation.

9 (b) *Billing Rate.* Mr. Greenfield's current billing rate is \$650 per hour. Surveys I have reviewed
10 and experts I have consulted demonstrate that this rate is similar to, and in fact lower than, rates charged
11 by comparable attorneys for similar class action work and complex litigation.

12 (c) *Significant Responsibilities on this Case.* Mr. Greenfield's time was spent drafting the
13 settlement agreement and class notice.

14 **B. Percentage-of-the-Fund Analysis**

15 14. Class Counsel seek an attorneys' fee award that is one third of the Gross Settlement (*i.e.*,
16 \$106,666.67), which is lower than the 35% allowed under the Settlement. This amount is reasonable
17 considering Class Counsel's extensive experience in wage and hour class actions, the novel questions
18 raised by Plaintiff's claims, and the risk of non-recovery or recovery of less than the GSA after substantial
19 investment of time and resources undertaken by Class Counsel, the work done by Class Counsel on this
20 case, the manner in which Counsel effectuated this result to ensure prompt payment to the Class by
21 negotiating an excellent Settlement within approximately six months of filing the lawsuit, and the
22 continued time and expense that Class Counsel will incur by administering the settlement fund should
23 this Court grant approval.

24 15. California courts, including this Court, routinely award fees in the amount of one third
25 (33.33%) or more of the common fund in similar wage and hour cases brought by class counsel including
26 *Carr, et al. v. Konica Minolta Business Solutions U.S.A., Inc.*, Case No. 21CV001245 (Cal. Sup. Ct.
27 Alameda Cnty., June 30, 2023) (approving fees of 1/3 of \$1,247,907.53 wage and hour class settlement);
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1 *Castillo v. Holy Names University*, Case No. HG21097245 (Alameda County Superior Court, May 2,
2 2023) (approving fees of 1/3 of \$907,701 wage and hour class settlement); *Glor, et al v. iHeartMedia+*
3 *Entm't, Inc.*, Case No. 22CV005286 (Cal. Sup. Ct. Alameda Cnty. February 14, 2023) (approving fees
4 of 1/3 of \$1,220,000 in a wage and hour class settlement); *Cassidy v. Keyence Corporation of America*,
5 Case No. 21CV382350 (Santa Clara County Superior Court, February 8, 2023) (approving fees of a 1/3
6 of \$300,000 PAGA settlement); *Burleigh v. National University*, Case No. MSC21-00939 (Contra Costa
7 Cty. Sup. Ct.) (Aug. 26, 2022) (approving fees of 40% of \$925,000 class settlement); *Costa v. University*
8 *of Antelope Valley*, Case No. 21STCV18531 (Los Angeles County Superior Court) (August 23, 2022)
9 (approving fees of a 1/3 of \$150,000 PAGA settlement); *Parsons v. La Sierra University*, Case No.
10 CVRI2000104 (Riverside County Superior Court, May 19, 2022)(approving fees of a 1/3 of \$578,220
11 wage and hour class settlement); *Chindamo v. Chapman University*, Case No. 30-2020-01147814-CU-
12 OE-CXC (Orange County Superior Court) (April 15, 2022) (approving fees of 1/3 of \$1,150,000 wage
13 and hour class settlement).

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

24 17. Class Counsel's fee request is justified under these factors. Class Counsel agreed to
25 represent Plaintiff and the putative Class on a contingency basis, and further agreed to advance all
26 litigation costs. Class Counsel also took on this case despite the known risks associated with Plaintiff's
27 claims and the Class allegations, as described in detail in my Declaration in Support of Preliminary
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1 Approval, and the unpredictable risks that are common to most complex employment class actions that
2 develop only over the course of the litigation. Such unpredictable factors include, of course, the
3 possibilities of changes or developments in the law and actions by defendants or defense counsel. Despite
4 all of this, Class Counsel were able to obtain a very favorable settlement in a relatively short time after
5 filing this lawsuit.

6 18. The requested percentage of the distribution is in line with (and even lower than) the fee
7 that my firm would have expected if we had negotiated individual retainer agreements with each Class
8 Member. Such an award ensures that we can receive an appropriate fee for the risks undertaken by our
9 firm and the benefit conferred to the Class, particularly when it would be impossible *ex ante* to enter a
10 fair fee arrangement with all the members of the Class.

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

13 **C. Lodestar-Multiplier Cross-Check – Negative Multiplier**

14 20. A lodestar cross-check also confirms the reasonableness of the attorneys' fees requested.
15 Plaintiff's Counsel has spent a total of **146.3** hours on this case through July 17, 2023, for a total of
16 lodestar of **\$109,150** (billed at regular, established billing rates). The attorneys' fee request represents a
17 negative multiplier of 0.98 times Plaintiff's Counsel's lodestar. This does not include the additional time
18 that will be required to finalize and file this final approval and fees motion and supporting papers, prepare
19 for and appear at the Final Approval hearing, oversee the distribution of settlement funds if the Settlement
20 is approved, respond to Class Members with questions concerning checks, address changes, the check-
21 cashing deadline, and work with the settlement administrator to prepare the final accounting report,
22 prepare and file a proposed amended judgment reflecting the distribution of funds to the *cy pres* recipient,
23 and the like. I estimate that these tasks will take an additional 20 hours if not more.

24 21. The following is a detailed summary of the general tasks performed by HammondLaw at
25 each stage of the litigation, broken down by timekeeper and by four separate phases. Phase I consists of
26 pre-filing work including fact investigation, case analysis, and drafting of pleadings. Phase II consists of
27 discovery and preparation for settlement negotiations. Phase III consists of attendance at settlement
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negotiations session and negotiations up to the point the settlement agreement was signed. Phase IV consists of post settlement motions (preliminary and final approval), notice administration.

(a) **Phase I** consisted of pre-filing fact investigation and drafting pleadings. The total time expended by HammondLaw on these tasks was 35.2 hours for a lodestar of \$25,882.50, as follows:

	Hammond	Barnes	Brandler	Cherniak	Total
Fact Investigation	1	0.0	2.2	0.6	3.8
Pleadings	1.9	0.5	7.8	6.2	16.3
Hearings	1.1	0.4	1.8	6.7	10.0
Other Case Assessment/Development	1.1		3.1	0.8	5
	5.1	0.9	15.0	14.3	35.2

The “Fact Investigation” work included interviewing Plaintiff; researching and analyzing Defendant’s policies and relevant law to determine the validity of Plaintiff’s claims prior to sending the PAGA Notice and filing the Complaint; reviewing documents provided by Plaintiff relevant to his employment with the Defendant; researching Defendant and gathering documents about Defendant including its structure, programs, academic calendars and other publicly available information; and obtaining Plaintiff’s personnel file. The “Pleadings” work included drafting, reviewing and discussing the PAGA Notice; drafting a Complaint, First Amended Complaint, and Second Amended Complaint; discussing the PAGA Notice and Complaints with the Plaintiff; reviewing Defendant’s Answers; and meeting and conferring with Defendant. The “Hearings” work included drafting case management conference statements and/or stipulations; reviewing and serving case management conference orders. “Other Case Assessment/Development” includes a variety of tasks including communicating with Plaintiff to provide updates, reviewing case assignment, initial discussions with Defendant’s counsel regarding the case, and the like.

(b) **Phase II** consisted of informal discovery, gathering documents available on Defendant’s website, obtaining Plaintiff’s personnel file, preparation for settlement negotiations, and attending the settlement negotiations session. The total time expended by Plaintiff’s Counsel on these tasks was 25.7 hours for a lodestar of \$19,460.00, as follows:

	Hammond	Barnes	Brandler	Cherniak	Total
Discovery / Data Analysis	0.5	0.3	10.6	0.7	12.1
Prep for Settlement Negotiations Session	1	3.4	8.2	1	13.6
	1.5	3.7	18.8	1.7	25.7

The “Discovery and Data Analysis” work included drafting informal discovery requests; reviewing documents and data provided by Defendant, conferring with Defendant’s counsel over informal discovery production, obtaining Plaintiff’s personnel file, communicating with Plaintiff and reviewing his documents, and reviewing public available documents on Defendant’s website. The “Settlement Negotiation Preparation” work included meeting and conferring with Defendant regarding settlement negotiations, discussing the scope of the case and negotiation strategy among Plaintiff’s Counsel, and drafting a detailed brief with a detailed damages analysis to present to Defendant prior to the settlement negotiations session.

(c) **Phase III** consisted of the settlement negotiations session and work after the settlement negotiations sessions to finalize the long-form settlement agreement. The total time expended by Plaintiff’s Counsel on these tasks was 38.1 hours for a lodestar of \$27,940.00 as follows:

	Hammond	Barnes	Brandler	Cherniak	Greenfield	Total
Settlement Negotiations Session Attendance	3.4	0.0	3.4	0.0	0.0	6.8
Post Negotiation Session Settlement	2.6	0.6	11.1	0.9	16.1	31.3
	6.0	0.6	14.5	0.9	16.1	38.1

The “Settlement Negotiations” work included attending a half-day settlement negotiations session. The “Post Negotiation Session Settlement” work included continued negotiations to reach settlement, followed by negotiating the settlement structure, class definitions, escalator clause, the method to calculate pay periods for settlement distribution purposes; the release language, and other key terms; and reviewing, and drafting the Settlement Agreement and Class Notice.

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(d) **Phase IV** consisted of obtaining approval of the Settlement and overseeing the administration of Notice to the Class. The total time expended by Plaintiff's Counsel on these tasks was 47.3 hours for a lodestar of \$35,867.50, as follows:

	Hammond	Barnes	Brandler	Cherniak	Total
Preliminary Approval and Notice Process	0.5	22.2	22.1	2.5	47.3

The "Settlement Approval" work included drafting a detailed preliminary approval motion and supporting declaration with a detailed analysis of each of Plaintiff's claims, the underlying allegations, Defendant's defenses, the strength of each defense, and maximum and realistic liability on each claim; reviewing the class data, settlement calculations, and the Notice prior to mailing; reviewing the weekly reports circulated by the Settlement Administrator; reviewing and editing the Settlement Administrator's Declaration; drafting the final approval motion; and a small portion of the time spent drafting the fees motion, final approval motion, the instant declaration and declarations of Plaintiff, and compiling time and costs for submitting to the Court.

22. A summary of the hours spent by each attorney on this case is as follows.

Attorney/Timekeeper	Rate	Hours	Lodestar
Julian Hammond, Principal	\$925	13.1	\$12,117.50
Adrian Barnes Attorney	\$775	27.3	\$21,157.50
Polina Brandler, Associate	\$750	70.4	\$52,800.00
Ari Cherniak, Associate	\$650	19.4	\$12,610.00
Steven Greenfield, Attorney	\$650	16.1	\$10,465.00
		146.9	\$109,150.00

23. I made every effort to staff and litigate this case efficiently by coordinating the work of attorneys, minimizing duplication, and assigning tasks in a cost-efficient manner based on the timekeepers' experience levels and talents.

1 24. Our firm's lodestar is calculated using our standard hourly rates, set out above. These
2 hourly rates were recently approved by this Court in *Castillo, et al. v. Holy Names University, Inc.*, Case
3 No. 22CV005286 (Alameda County Superior Court, May 2, 2023), and by Judge Evelio Grillo in *Harris*
4 *v. Southern New Hampshire University*, Case No. RG21109745 (Alameda County Superior Court, May
5 17, 2023).

6 25. Our firm's slightly lower 2022 hourly rates have been approved by this Court in *Glor v.*
7 *iHeart Media + Entm't, Inc.*, Case No. 22CV005286 (Alameda County Superior Court, February 14,
8 2023)(approving Class Counsel's hourly rates as reasonable, and within the range of market rates that
9 attorneys with similar levels of skill, experience and reputation for handling matters of similar
10 complexity); and other courts in *Cassidy v. Keyence Corporation of America*, Case No. 21CV382350
11 (Santa Clara County Superior Court, February 8, 2023); *Rodriguez v. River City Bank*, Case No. 1-13-
12 cv-257676 (Sacramento County Superior Court, October 26, 2022); *Burleigh v. National University*, Case
13 No. MSC21-00939 (Contra Costa County Superior Court, Aug. 26, 2022); *Costa v. University of*
14 *Antelope Valley*, Case No. 21STCV18531 (Los Angeles County Superior Court, August 23, 2022);
15 *Parsons v. La Sierra University*, Case No. CVRI2000104 (Riverside County Superior Court, May 19,
16 2022); *Chindamo v. Chapman University*, Case No. 30-2020-01147814-CU-OE-CXC (Orange County
17 Superior Court, April 15, 2022); *Sweetland-Gil v. University of the Pacific*, Case No. STK-CV-UOE-
18 2019-0014682 (San Joaquin County Superior Court, March 4, 2022); and *Senese v. University of San*
19 *Diego*, Case No. 37-2019-00047124-CU-OE-CTL (San Diego County Superior Court, February 8, 2022).

20 26. Indeed, based on my knowledge of billing rates and practices and surveys and court
21 decisions I have reviewed, I believe that our hourly billing rates shown in the table immediately below
22 are consistent with the rates charged by comparable attorneys for similar class action work and complex
23 litigation, including particular firms that regularly prosecute or defend employment class actions and
24 other complex litigation; and that the rates we charge are reasonable for attorneys of our experience,
25 reputation, and expertise practicing complex and class action litigation.

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IV. REQUESTED COSTS ARE REASONABLE

27. HammondLaw has incurred (or will incur) \$5,828.61 in out-of-pocket litigation expenses summarized as follows:

One Legal (filing/ service)	\$1,868.61
One Legal (filing/ service/courtesy copies) (anticipated)	\$250.00
Rezac Mayer (filing and service)	\$75.00
Witness location fee	\$2,500
Research	\$900.00
LWDA	\$75.00
Technology hosting fee	\$160.00
TOTAL	\$5,828.61

(a) One Legal, and Rezac Mayer costs were reasonably necessary for filing and serving documents and pleadings in this case.

(b) Witness locator costs were reasonably necessary for Plaintiff's investigation and factual development of his claims.

(c) Research costs were reasonably necessary for all aspects of the case including drafting pleadings, drafting the settlement negotiations brief, and for retrieving documents from the Court's website.

(d) PAGA Notice cost was the payment to the LWDA for Plaintiff's initial PAGA Notice.

(e) Technology Hosting Fees were reasonably necessary for maintaining electronic databases necessary for litigation of the case.

(f) Final Approval Filing/ Service costs are anticipated costs of filing and serving the Motion for Final Approval, Motion for Fees and Costs, and the updated declaration of the Settlement Administrator prior to the final approval hearing.

28. Plaintiff's Counsel has incurred \$14,171.39 less than the \$20,000.00 provided for in the Settlement which will increase the share of each Settlement Class Members.

1 I declare under penalty of perjury under the laws of the United States and the State of California
2 that the foregoing is true and correct. Executed on August 3, 2023.

3
4 
Juliah Hammond

EXHIBIT 1