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Attorneys for Plaintiff,
CURTIS WHITE on behalf of himself, the Class, and all similarly aggrieved employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

CURTIS WHITE on behalf of himself and
all similarly aggrieved employees,

Plaintiff,

v.

CORTECH WEST STAFFING, LLC;
THYSSENKRUPP MATERIALS NA, INC.;
THYSSENKRUPP SUPPLY CHAIN
SERVICES NA INC.; TESLA, INC. dba
TESLA MOTORS, INC.; and DOES 1
through 50, inclusive,

Defendants.

Case No. STK-CV-UOE-2023-0000029

(Assigned to the Hon. Erin Guy Castillo, Dept.
10B)

**DECLARATION OF B. JAMES
FITZPATRICK IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Date: January 14, 2025

Time: 9:00 A.M.

Dept.: 10B

Action Filed: January 3, 2023

Trial Date: None Set

1 I, B. James Fitzpatrick, hereby declare and state as follows:

2 1. I am an attorney duly admitted to practice in the State of California and am a
3 partner in the law firm of Fitzpatrick & Swanston, counsel of record for Plaintiff Curtis White
4 (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I
5 could and would do so competently.

6 2. Class Counsel support the settlement as fair, reasonable, and adequate, and in the
7 best interest of the Settlement Class Members as a whole.

8 3. Class Counsel’s application for an award of attorneys’ fees in the amount of
9 \$250,000.00 and reimbursement of litigation costs in the amount of \$13,653.11 is reasonable
10 and fair. These amounts are well within what is reasonable and customary in both wage and
11 hour settlements and class action settlements in general and is based on the skill displayed by
12 Class Counsel, the effort and resources invested in this case by Class Counsel, the factual and
13 legal complexities of this case, the importance of the interests which are the subject of this
14 litigation, the risks undertaken by Class Counsel, and the degree of success achieved by Class
15 Counsel.

16 4. The Settlement Agreement was the product of negotiations between highly able
17 and experienced attorneys on both sides who possessed the relevant data and extensive
18 information which they had carefully analyzed. Over many years in highly contested
19 litigation the Parties engaged in extensive investigation and discovery, involving formal and
20 informal discovery, and in arm’s length negotiations at mediation with an experienced neutral
21 that resulted in the settlement.

22 5. Class Counsel engaged in extensive factual investigation before settling,
23 including the exchange of informal discovery, analyzing putative class member time and
24 payroll records, and reviewing Defendant’s pertinent payroll policies. This allowed Class
25 Counsel to conduct a full analysis of exposure.

26 6. There were no objections by Settlement Class Members to the amount of
27 attorneys’ fees or litigation costs. Furthermore, zero opt-outs were submitted. In light of this
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1 overwhelmingly positive response from Settlement Class Members, an inference can be made
2 that the Settlement Class supports the Court's Preliminary Approval Order finding that the
3 Settlement Agreement is fair and reasonable.

4 7. The Settlement Agreement authorized Plaintiff to request a Class Representative
5 Service Award of \$5,000.00 for serving as the Class Representative. Plaintiff provided
6 significant assistance with the lawsuit, including providing information and documents to his
7 counsel, discussing the lawsuit with his counsel on multiple occasions, remaining available
8 during mediation, reviewing various documents, including the complaint, PAGA letter, his
9 respective declaration, and the Settlement Agreement.

10 8. Plaintiff has no interests adverse to the Settlement Class, nor have any such
11 issues been raised or presented. Plaintiff has taken all necessary steps to represent the
12 interests of the Settlement Class.

13 9. I am familiar with all aspects of this case and all tasks undertaken by the various
14 members of this firm in litigating this case. I have spent significant time pursuing the claims
15 that have been alleged in this action since the commencement of the case. I have been
16 assisted by attorney Laura L. Franklin and several paralegals in my office. As a result of my
17 firm's diligence in pursuing the factual and legal issues presented by this case, we were able
18 to realistically assess the Class Members' claims, evaluate their damages, and Defendant's
19 exposure. All work performed by our office is done on a contingency basis. Our firm has
20 received no compensation for the time invested or expenses incurred in litigating this case.
21 We have prosecuted this litigation up to this point, taking the risk that we ultimately would
22 not receive any compensation for our work. My office will have invested 106.3 hours on this
23 case, which includes anticipated future time. Attached hereto as **Exhibit A** is a detailed
24 summary of tasks and hours spent by this firm in litigating this case.

25 10. The hourly rate for attorneys in this firm is \$800.00 and the hourly rate for
26 paralegals is \$185.00. Since at least 2020, I have been approved at hourly rates of \$750.00
27 and \$800.00 per hour by various Courts, in several matters, including, in the matters entitled:

1 *Jose Antonio Ortiz Arrellano v. Rocha Brothers Farms, LLC*, Santa Cruz County Superior
2 Court, Case No. 21CV01286; *Sione Fuapau v. LHOIST North America of Arizona, Inc.*,
3 United States District Court, Northern District of California, Case No. 20-CV-04404-VKD;
4 *Sandra Lopez v. Motel 6 Operating, L.P.*, Ventura County Superior Court Case No. 56-2020-
5 00542312-CU-OE-VTA; *Christina Mendoza v. Planned Parenthood Mar Monte, Inc.*, Santa
6 Clara Superior Court, Case No. 18CV329544; *Javier Mendoza v. National Vision, Inc.*, United
7 States District Court, Northern District of California, Case No. 19-CV-01485-SVK; *Valarie*
8 *Murray v. Granite Wellness Centers*, Nevada County Superior Court, Case No. CU20-
9 084680; and *Nicolas Serafica v. HGST, Inc.*, Santa Clara County Superior Court Case No.
10 21CV386574.

11 11. Accordingly, the total lodestar for my hours will be \$75,200.00 [\$800.00 x 94
12 attorney hours].

13 12. Having represented both employees and employers during my practice, I am
14 familiar with the contingent fee market throughout Northern California, where I primarily
15 practice law, and in other areas of the state in which my firm regularly litigates. Considering
16 our experience and my knowledge of the market, I believe that the hourly rates charged by my
17 firm, and previously approved by this Court, are fair and reasonable and less than those
18 charged by my colleagues in other areas of California and the national market for prosecuting
19 class actions.

20 13. I received my bachelor's degree from the University of California, Santa Barbara
21 and my Juris Doctor degree from the University of Santa Clara School of Law. I have
22 practiced law since 1987. The primary emphasis of my practice is employment litigation. I
23 have represented both employers and employees. Over 15 years ago, my office commenced
24 handling plaintiff class action wage and hour cases. Since then, my office has handled
25 hundreds of wage and hour cases to conclusion and has been class counsel and/or co-counsel
26 in over 100 class actions. My firm currently has wage and hour cases in Alameda County
27 Superior Court, Monterey County Superior Court, Nevada County Superior Court, Santa Clara
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1 Superior Court, San Benito Superior Court, San Bernardino County Superior Court, San
2 Joaquin County Superior Court Santa Cruz Superior Court, Ventura County Superior Court,
3 and the United States District Courts for the Eastern and Northern District of California.

4 14. Class Counsel risked not only a great deal of time, but also significant expense
5 to ensure the successful litigation of this action on behalf of all employees. In addition to the
6 supporting documentation and legal authority presented in Plaintiff's moving papers, Class
7 Counsel submits that the attorneys' fees proposed are not just fair and reasonable; they are
8 necessary in order to incentivize attorneys to take on the risk of time and expense associated
9 with Class actions. Indeed, many times counsel expend enormous amounts of work and out of
10 pocket costs in the interest of aggrieved employees and/or the State of California, only to end
11 up without any recovery whatsoever. For example, Class Counsel expended significant time
12 and expenses in a wage/hour class and PAGA action, only to have the District Court grant
13 summary judgment in its entirety against plaintiff. See *Gwynn-Neupane*, 2021 WL 4481661
14 (N.D. Cal. Sep. 30, 2021). There are actual risks that Plaintiff requests this Court take into
15 account when considering the requested attorneys' fees, including any multiplier to be
16 accounted into Plaintiffs' lodestar.

17 15. To date, my firm has incurred \$4,005.62 in litigation costs. The costs are all
18 litigation-related costs. All costs were reasonable and necessary to the effective prosecution
19 of this matter. Class Counsel advanced costs without guarantee that any of the advanced costs
20 would be recovered. *Berkeley Cement, Inc. v. Regents of the University of California*, (2019)
21 30 Cal. App. 5th 1133, explains that mediation-related expenses are recoverable under the
22 circumstances of this case. Attached hereto as **Exhibit B** is a copy of the litigation costs my
23 firm has incurred in connection with the prosecution of this lawsuit.

24 16. I do not have a conflict of interest with Plaintiff or the Class Members. My co-
25 counsel and I will adequately represent the Class Members in this action. Class Counsel has
26 and will zealously represent Plaintiff and the Class and pursue this lawsuit to its conclusion.

27 17. Neither counsel nor their respective firms have any relationship with the
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1 proposed *cy pres* recipient, Stockton Food Bank, that would create an actual or potential
2 conflict of interest.

3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct and if called as a witness I could and would competently testify
5 to each of the matters stated herein, and I state that these matters are based upon my own
6 personal knowledge acquired through first-hand observation, except where stated otherwise.

7 This declaration was executed by me on December 19, 2024, in Salinas, California.

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10 B. James Fitzpatrick

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EXHIBIT A

TASKS AND HOURS

The tasks referenced below involved work by attorneys and paralegals. The amount of time spent by each is detailed below.

I. INVESTIGATION

Task

- Meetings/telephonic conferences with client regarding his employment and alleged violations;
- Review of documents provided by client;
- Prepare and serve request for personnel file;
- Review personnel file;
- Numerous intra-office meetings/conferences regarding planning, results and details of investigations;
- Research for other lawsuits against defendants;
- LWDA research;
- Legal research regarding IWC Wage Orders;
- Legal research regarding claims that would be alleged in the complaint; and
- Review and revise PAGA notice.

Attorney Hours: 20

Paralegal Hours: 2

II. PLEADINGS / CASE MANAGEMENT

Task

- Receive and revise Complaint
- Receive and review Proofs of Service of Summons
- Receive and review Stipulation to Continue 9/26/23 CMC;
- Receive and review Order Continuing 9/26/23 CMC;
- Receive and review Court's Notice of Case Management Conference;
- Receive and review Joint Stipulation to Stay Entire Action
- Receive and review Order Staying Entire Action

Attorney Hours: 1

Paralegal Hours: 0.2

III. DISCOVERY / DOCUMENTS

Task

- Numerous intra-office meetings/conferences;
- Receive and review TK's informal production of 4 PDF files and two Excel workbooks;
- Receive and review Cortech's informal production of 33 PDF files and 100 Excel workbooks; and
- Index document production;
- Receive and review damages summary.

Attorney Hours: 30

Paralegal Hours: 8

IV. MEDIATION

Task

- Analysis and revision of damage models calculating damages, interest and penalties;
- Follow up intra-office meetings/conferences regarding claims, damages, and settlement;
- Legal research;
- Jury Verdict research re similar claims;
- Review and revise mediation brief;
- Prepare for and attend mediation;
- Review and revise MOU
- Meeting with client regarding MOU

Attorney Hours: 25

Paralegal Hours: 1

I. MATTERS RELATING TO MOTION FOR PRELIMINARY APPROVAL

Task

- Numerous intra-office meetings/conferences regarding the stipulation for settlement, notice materials and motion for preliminary approval;
- Review and revise settlement stipulation;
- Meet with Plaintiff to review the settlement stipulation;
- Review and revise drafts of the notice materials;
- Review and revise drafts of the motion for preliminary approval;
- Receive and review Order;
- Review and approve the Notice Materials from the Claims Administrator;

Attorney Hours: 12

Paralegal Hours: 0.8

II. MATTERS RELATING TO MOTION FOR FINAL APPROVAL

Task

- Meetings/telephonic conferences with client regarding declaration in support of service award;
- Review and revise drafts of motion for final approval;
- Anticipated multiple communications regarding the status of the final approval hearing and distribution of payment.

Attorney Hours: 6

Paralegal Hours: 0.3

Total Attorney and Paralegal Hours: 106.3

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EXHIBIT B

Cost/Expense Detail

Date	Code	Check #	Type	Units	Amount	Description	Date Billed	Amount Billed
W0023 FTP								
600 FTP								
1/31/22	02	60249	Exp.		11.14	General Logistics Systems US, Inc. Delivery Service - CorTech West Staffing LLC		11.14
6/27/23	13	CC	Exp.		3,994.48	JAMS - Mediation Fee		3,994.48
Matter Total					4,005.62			4,005.62
Client Total					4,005.62			4,005.62
Report Total:								
Total					4,005.62			4,005.62

Types: Unbilled Costs, Unbilled Expenses, Billed Costs, Billed Expenses
Selection criteria: Client: W0023 Matter: 600
Sorted by: Client Number / Matter Number