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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

VIRGINA BREW, TONY GROSBEIER, COURTNEY TOLBERT, D C SNYDER, AND TIMOTHY MELLEN on behalf of themselves and all similarly situated persons, and the general public,

Plaintiffs,

vs.

ROCKET MORTAGE, LLC; and DOES 1 through 25, inclusive,

Defendants.

CASE NO. 24-CIV-00893

[*Assigned for all purposes to the Honorable Nancy L. Fineman, Dept. 4*]

DECLARATION OF REUBEN D. NATHAN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; AWARD OF CLASS REPRESENTATIVE ENHANCEMENTS; ADMINISTRATOR'S EXPENSES; AND ATTORNEYS FEES AND COSTS

Hearing Date: February 4, 2025
Time: 2:00 p.m.
Dept: 4

DECLARATION OF REUBEN D. NATHAN

I, REUBEN D. NATHAN, declare that:

1. I make this declaration of my personal knowledge and could testify thereto if called as a witness and I possess the experience and personal knowledge necessary to make the statements herein.

2. I am the principal attorney at the law firm of Nathan & Associates, APC ("RN"). I am co-counsel of record for Plaintiffs VIRGINA BREW, TONY GROSBEIER, COURTNEY TOLBERT, D C SNYDER, and TIMOTHY MELLEN ("Plaintiffs") in this class action against Defendant ROCKET MORTAGE, LLC ("Defendant"). I am submitting this Declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action and PAGA Settlement; Award of Class Representative Enhancements; Administrator's Expenses; Attorneys' Fees and Costs and Judgment Thereon.

3. I am an attorney at law licensed to practice in the State of California and the District of Columbia, and I am a member of the bar of this Court. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would testify competently thereto.

PROCEDURAL HISTORY AND DISCOVERY EFFORTS

4. On June 21, 2022, Snyder filed a complaint against Rocket in Los Angeles County Superior Court alleging a single cause of action under PAGA (Case No.: 22STCV37612). Snyder's complaint sought to recover PAGA civil penalties based on the following alleged violations of the California Labor Code: (1) unpaid minimum wage; (2) unpaid overtime; (3) meal periods; (4) rest periods; (5) inaccurate wage statements; (6) waiting time penalties; (7) unreimbursed business expenses; (8) failure to provide written compensation agreements; (9) false or misleading advertisements, solicitations, or communications regarding compensation or commissions which may be earned; (10) failure to keep accurate and complete payroll records; (11) failure to produce personnel, time, and pay records; (12) "standard conditions of labor violations"; (13) willful refusal to pay wages; (14) statutory wage violations; (15) unlawful payroll deductions; (16) paid sick leave violations; and (17) unlawful agreements regarding background checks and unlawful criminal history inquiries.

5. On June 21, 2023, Plaintiff Courtney Tolbert ("Tolbert") filed a putative class action complaint against Rocket in Riverside County Superior Court (Case No.: CVRI2303158) alleging the following causes of action: (1) unpaid minimum wage; (2) unpaid overtime; (3) improper meal periods; (4) improper rest periods; (5) unlawful deductions; (6) inaccurate wage statements; (7) waiting time penalties; (8) failure to reimburse business expenses; and (9) unfair competition. On July 25, 2023, Rocket subsequently removed Tolbert's complaint to the United States District Court for the Central District of California (Case No. 5:23-cv-01450 MCS (PVCx)). The case was assigned to the Honorable Mark C. Scarsi.

6. On September 19, 2023, Judge Scarsi issued a Scheduling Order setting the deadline of January 30, 2024, for Plaintiff Tolbert to file his Motion for Class Certification. Judge Scarsi set the Opposition deadline for February 20, 2024 and Plaintiff's Reply brief deadline for March 5, 2024. The hearing on the Motion was scheduled to take place on March 25, 2024. To meet Judge Scarsi's breathtakingly fast class certification deadlines, the parties moved quickly to prepare for the class certification briefing and hearing. When the parties attempted to jointly request a short modification of the briefing schedule due to scheduling conflicts, Judge Scarsi immediately denied the request without explanation.

7. The parties fully briefed class certification and were set to appear for the hearing on the Motion for Class Certification on March 25, 2024, before Judge Scarsi.

8. On December 1, 2023, Plaintiffs Virginia Brew, Tony Grosbeier, and Timothy Mellen (collectively, the "Brew Plaintiffs") submitted a notice to the LWDA to advise of their intent to file a civil action against Rocket under PAGA.

9. On February 15, 2024, the Brew Plaintiffs commenced the instant Action by filing a complaint against Rocket in San Mateo County Superior Court alleging a single cause of action under PAGA (Case No.: 22STCV37612). The Brew Plaintiffs' complaint sought to recover PAGA civil penalties based on the following alleged violations of the California Labor Code: (1) Failure to pay all similarly situated California employees all wages due immediately or within seventy-two hours of termination, or resignation, as well as all associated waiting time penalties, in violation of California Labor Code sections 201-203; (2) failure to furnish and provide accurate, itemized, wage

statements to all similarly situated California employees, in violation of California Labor Code section 226; (3) failure to reimburse all similarly situated California employees for work-related expenses incurred while working from home, in violation of California Labor Code section 2802; (4) failure to provide compliant rest and meal breaks or provide compensation for non-compliant rest and meal breaks in violation of California Labor Code section 226.7, and (5) failure to pay all wages owed for all hours worked, including the required minimum wage and overtime compensation for all overtime hours worked at the appropriate rate.

10. As set forth above, by March 5, 2024, the parties had fully briefed the class certification motion pursuant to Judge Scarsi's scheduling order.

11. On March 7, 2024, while the motion for class certification was pending, Plaintiffs and Rocket, by and through Class Counsel and Defense Counsel respectively, participated in an all-day mediation presided over by Steven Mehta, Esq. in an effort to resolve all outstanding claims in the various cases. While a resolution was not reached at the mediation, the Parties continued to engage in arms' length negotiations.

12. On March 25, 2024, the day of the class certification hearing with Judge Scarsi, the Parties reached a global settlement agreement which, subject to court approval, intended to fully dispose of all claims alleged in the three actions that have been consolidated before this Court into one operative complaint: a) the instant action, b) the putative representation PAGA action field in Los Angeles County Superior Court (D C Snyder v. Rocket Mortgage, LLC, et al., Case no. 22STCV20293), and c) the putative class action initially filed the Riverside county Superior Court and later removed to the U.S. District Court for the Central District of California (Courtney Tolbert v. Rocket Mortgage, LLC, Case No. 5:23-cv-01450-MCS-PVC), as well as a prior putative class and collective action that was filed by Snyder on April 29, 2022 removed to the Central District of California on June 3, 2022 and voluntarily dismissed on November 24, 2022 (D C Snyder v. Rocket Mortgage, LLC, Case No. 2:22-cv-03840-MCS-AS) (collectively, the "Actions").

13. At the class certification hearing, in the Tolbert action, the parties announced to Judge Scarsi that, subject to court approvals, they had reached a global resolution of the claims in the pending cases referenced above.

14. The settlement presented to the Court by way of this motion was the result of extensive work performed in briefing the claims at issue for class certification. A true and correct copy of the Docket from the Tolbert action before Judge Mark C. Scarsi detailing the extensive work conducted on behalf of the proposed class is marked and attached hereto to as Exhibit 1.

15. The Motion for Class Certification, Opposition and Reply briefs, including the Declarations of Plaintiffs' experts Arzumanyan and Ingersoll and Defendant's expert Crandall can be found at Docket Nos. 54 through 54-8 (Motion), 60 through 61-35 (Opposition) and 63 through 63-4 (Reply) in Tolbert v. Rocket, United States District Court, Central District of California (Case No. 5:23-cv-01450 MCS (PVCx)).

16. On June 11, 2024, Plaintiffs amended this action to consolidate the four actions identified above and to add all the claims pending in the various actions in the First Amended Complaint in order to efficiently present this settlement in a single forum before this Court.

17. The work performed in this case has been extensive and falls into the following categories:

a) Investigation of potential and pending state and federal legal claims arising from Labor Code violations, Rocket's policies and practices and corporate structure;

b) Investigating the potential claims and damages model necessary for the claims in this action;

c) Investigating the adequacy of the named Plaintiffs;

d) Investigating and retaining consultants/experts to provide opinions on relevant issues for certification and trial;

e) Drafting and served notice letters to Rocket pursuant to the PAGA;

f) Interviewing dozens of putative class members and co-employees who corroborated that they had experienced the same violations that Plaintiffs complained of;

g) Drafting and filing the original and Amended Complaint;

h) Drafting multiple sets of discovery;

i) Requesting, briefing, and participating in four separate informal discovery conferences with Magistrate Judge Pedro Castillo, plus follow-up conferences with Mag. Judge Castillo;

j) Conducting seven corporate depositions;

k) Filing a motion for class certification and reply brief, including a motion to strike evidence, in the Tolbert action;

l) Conducting deposition of Rocket's class certification expert;

m) Defending the depositions of Plaintiff Tolbert and twelve (12) class certification declarants;

n) Attending mediation with Steve Mehta, Esq.;

o) Engaging in extensive arm's length settlement discussions; and

p) Drafting settlement documents necessary for court approvals, including motion for preliminary approval with supporting evidence.

18. Specifically, following Rule 26 disclosures in the Tolbert Action in Federal Court the litigation in this consisted of the following: Propounded by Plaintiffs in the Tolbert Action:

- Request for Production of Documents, Set One (eleven document requests), August 11, 2023;
- Special Interrogatories, Set One (seven special interrogatories), August 11, 2023
- Amended Request for Production of Documents, Set One (eleven document requests), August 30, 2024;
- Amended Interrogatories, Set One (seven interrogatories), August 30, 2024;
- Request for Production of Documents, Set Two (four document requests), September 8, 2023;
- Request for Production of Documents, Set Three (four document requests), October 13, 2023;
- Request for Production of Documents, Set Four (eight document requests), November 7, 2023;

- Request for Admission, Set One (thirteen requests for admission), November 13, 2023;
- Request for Production of Documents, Set Five (one document request), November 13, 2023;
- Special Interrogatories, Set Two (one special interrogatory), November 13, 2023;
- Request for Production of Documents, Set Six (four document requests), December 28, 2023;
- Notice of Taking Deposition of FRCP 30(b)(6) with Production of Documents (ten topics & twenty-three document requests); August 11, 2023;
- Special Interrogatories, Set One (seven special interrogatories), August 11, 2023;
- Amended Notice of Taking Deposition of FRCP 30(b)(6) with Production of Documents (ten topics & twenty-three document requests); August 30, 2023
- Notice of Taking Deposition of Plaintiff's Former Supervisor, Cody Adams, September 14, 2023;
- Notice of Taking Deposition of Plaintiff's Former Supervisor, Paul Conway, September 14, 2023;
- Notice of Taking Deposition of Plaintiff's Former Supervisor, Mark Hirsch, September 14, 2023;
- Notice of Taking Deposition of Plaintiff's Former Supervisor, Jacob Brickert, September 14, 2023;
- Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action, to Workday, Inc., October 11, 2023 and November 16, 2023;
- Notice of Taking Deposition of FRCP 30(b)(6) with Production of Documents (seven topics & seven document requests); November 7, 2023
- Notice of Taking Deposition of Robert Crandall, February 23, 2024.

19. Defendant's Discovery Responses in the Tolbert Action:

- Defendant's Response to Amended Request for Production of Documents, Set One (eleven document requests), September 29, 2023;
- Defendant's Response to Special Interrogatories, Set One (seven special interrogatories), September 29, 2023;
- Defendant's Response to Amended Request for Production of Documents, Set One (eleven document requests), October 4, 2023;
- Defendant's Response to Amended Special Interrogatories, Set One (seven special interrogatories), October 4, 2023.
- Defendant's Response to Request for Production of Documents, Set Two (four document requests), October 17, 2023
- Defendant's Responses to Request for Production of Documents, Set Three (five document requests), November 16, 2023.
- Defendant's Response to Request for Production of Documents, Set Four (eight document requests), December 7, 2023.
- Defendant's Response to Request for Admissions, Set One (thirteen requests for admission), December 22, 2023.
- Defendant's Response to Request for Production of Documents, Set Five (one document request), December 22, 2023.
- Defendant's Response to Special Interrogatories, Set Two (nineteen special interrogatories), December 22, 2023.
- Defendant's Privilege Log in Response to Request for Production, Set Four, January 5, 2024.
- Defendant's Response to Request for Production of Documents, Set Six (three document requests), January 29, 2024.
- Defendant's Supplemental Responses to Request for Production of Documents, Set Six (two document requests), February 27, 2024.
- Defendant's Objections to Amended Notice of Taking Deposition of FRCP 30(b)(6) with Production of Documents, October 17, 2023;

- Defendant's Objections to Notice of Taking Deposition of Plaintiff's Former Supervisor, Paul Conway, October 20, 2023;
- Defendant's Objections to Notice of Taking Deposition of Plaintiff's Former Supervisor, Mark Hirsch, October 20, 2023;
- Defendant's Objections to Notice of Taking Deposition of Plaintiff's Former Supervisor, Jacob Brickert, October 20, 2023;
- Defendant's Objections to Notice of Taking Deposition of Plaintiff's Former Supervisor, Cody Adams, October 20, 2023;
- Defendant's Supplemental Objections to Amended Notice of Taking Deposition of FRCP 30(b)(6) with Production of Documents, November 2, 2023;
- Defendant's Amended Verification (Ashley Attaway) re Responses to Amended Special Interrogatories, Set One, November 8, 2023;
- Defendant's Responses to Request for Production of Documents, Set Three, November 16, 2023;
- Workday, Inc.'s Responses and Objections to Fed. R. Civ. P. 45 Subpoena, November 30, 2023;
- Defendant's Objections to Notice of Taking Deposition of FRCP 30(b)(6) with Production of Documents, December 7, 2023;
- Defendant's Privilege Log In Response to Request for Production of Documents, Set Four, January 5, 2024;
- Defendant's Responses to Request for Production of Documents, Set Six, January 29, 2024;
- Defendant's Supplemental Responses to Requests for Production of Documents, Set Six, February 27, 2024.

<u>Informal Discovery Conferences With Magistrate Judge Castillo:</u>

20. The discovery referenced above progressed through extensive meet and confer efforts to resolve discovery disputes at every turn. Resolution of the discovery disputes was aided by frequent communications with Magistrate Judge Castillo. Between October 12, 2023 and February 16, 2024,

Tolbert requested and participated in five separate informal discovery conferences addressing Plaintiff's requests for Rocket to: (1) provide contact information for putative class members, (2) verify its interrogatory responses, (3) produce a privilege log, (4) conduct an ESI search, (5) provide a 30(b)(6) witness, and (6) produce time punch records maintained by Workday, Inc.

Subpoena to Workday:

21. Tolbert had considerable difficulty obtaining discovery of wage-related records from Defendant in this case – to the point where Tolbert issued a subpoena for records to Defendant's vendor, Workday. Workday refused to comply with the subpoena. Enforcement of the Workday subpoena was required. Tolbert initiated an enforcement proceeding to obtain compliance in the U.S. District Court for the Northern District of California with the records subpoena. Eventually, through the efforts made by Mag. Judge Castillo Tolbert was able to obtain the relevant records.

Depositions Taken of Rocket's Witnesses:

22. Tolbert also took the depositions of all individuals who were identified by Rocket as knowledgeable witnesses in discovery responses, including the deposition of Rocket per designee on designated topics. These depositions have included Attaway, Brady, Conway, Brickert, Hirsch, Reynolds Skorupski, and Courtney.

23. Tolbert also took the deposition of Rocket's expert Robert Crandall.

Class Certification Motion and Reply:

24. In addition to filing the Motion and Reply briefs re: class certification, Tolbert submitted: a) 15 declarations from putative class members in support of class certification, and b) the expert declarations of George Arzumanyan and William Ingersoll of Phillips, Fractor and Company ("PFC") specializing in economics, statistics, finance, valuation, data analysis, and forensic accounting firm.

Depositions Defended Re: Class Certification:

25. Plaintiff Tolbert appeared for deposition. Rocket also took the deposition of twelve of Tolbert's Declarants who provided Declarations in support of Tolbert's class certification motion: Yost, Taylor, Hernandez, Ballard, Gonzalez, Romonsky, Llanes, Lightbourn, Budarkey, Schoch, Dahlstrom, and George.

SETTLEMENT RESULTS

26. The Settlement Fund provides real benefit to the Class Members. The average gross recovery per Class Member under the class will be approximately $3,548.60.

27. Subject to Court approvals the following payments will be made from the Settlement Fund: 1. Enhancement Payments to Class Representatives of $25,000.00 to be allocated as follows: Ten Thousand Dollars and Zero Cents ($10,000.00) to Tolbert; Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) to Snyder; and Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) each to Virginia Brew, Tony Grosbeier, and Timothy Mellen; 2. General Release Payments to Class Representatives of $30,000.00 to be allocated as follows: Fifteen Thousand Dollars and Zero Cents ($15,000.00) to Tolbert; Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) to Snyder; and Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) each to Virginia Brew, Tony Grosbeier, and Timothy Mellen; 3. PAGA Penalties of up to $250,000.00 allocated per the PAGA; 4. an award of not more than $1,575,000.00 (35% of the Settlement Fund) to Class Counsel for attorneys' fees; 5. Attorneys' costs not to exceed $200,000.00; and 6. Settlement administration costs not to exceed $10,500.00. Of the $250,000.00 PAGA Penalties, $187,500.00 will be allocated to the California Labor and Workforce Development Agency and the remaining $62,500.00 shall be distributed amongst approximately 545 PAGA Employees who worked 15,632 pay periods[1]. The Individual PAGA Payments will be calculated by (a) dividing the PAGA Employees' twenty-five percent (25%) share of the PAGA Payment ($62,500.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each PAGA Employee's Pay Periods. Each PAGA Employee will be entitled to receive an Individual PAGA Payment equal to at least one (1) Pay Period. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. (Settlement Agreement §§ 4.2.5 - 4.2.5.1).

[1] Of the 679 class members, 545 individuals were also employed during the shorter PAGA period of April 14, 2021 through September 28, 2024 ("PAGA Period"). These 545 employees will receive a PAGA payment as well.

28. Class Members did not have to submit a claim form to participate in the Settlement; however, the Class Notice contained personalized calculations and Class Members were given an opportunity to confirm or dispute workweeks credited by Defendants. As of the date of this Motion, there are zero (0) disputes about workweeks credited or objections to the settlement and zero (0) Class Members opted out of the Settlement[2].

29. Class Members will receive an estimated average net recovery of approximately $3,348.60.

30. The Settlement provides Defendants will pay the Gross Settlement Amount of $4,500,000.00 including the Settlement Administration Costs, and Employment Taxes, within fourteen (14) days of the Effective Date. (Settlement Agreement § 5.3)

31. As part of the Settlement, the release is tailored to track the definition of the settlement class and the PAGA group. The Class Members will release all claims arising from the same set of facts alleged in the operative FAC and in Plaintiffs' LWDA letters. Settlement Agreement, § 6-6.3. The release period for class claims is from June 20, 2019 through September 28, 2024 and the PAGA period is April 14, 2021 through September 28, 2024[3].

32. The Settlement is the product of serious, informed and non-collusive negotiations. Settlement was only after vigorously pursuing litigation, researching various underlying issues, conducting extensive discovery, obtaining contact information for Class Members from Defendant, conducting interviews of dozens of current and former employees, retaining experts, creating a damage model, preparing a trial plan and evaluating Defendant's financial condition.

33. Class Counsel reviewed extensive data, conducted dozens of client interviews, and obtained and reviewed thousands of pages of employee/policy documents prior to resolving the case.

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[2] Pursuant to the Court's MPA Order, the Parties are ordered to file this motion thirty days after mailing of Notices to Class Members, on December 18, 2024. Class Counsel and the settlement administrator will file supplemental declarations after the filing of this motion to notify the court of any opt-outs and/or objections following the 45-day response deadline of January 2, 2025.

[3] As the total workweeks worked by settlement class members during the class period was greater than 10% of the 40,803 workweeks estimated for purposes of mediation, Rocket Mortgage has exercised its discretion pursuant to section 9 of the Settlement Agreement to cut off the class period as of the date the total workweeks worked by settlement Class Members does not exceed 10% of the 40,803 estimate. As a result, the final day of the class/PAGA/release periods shall be changed from October 13, 2024 (the date of preliminary approval) to September 28, 2024.

The detailed data was sufficient to evaluate potential exposure and was in fact extensively evaluated by Plaintiffs.

34. On March 7, 2024, while the motion for class certification was looming, Plaintiffs and Defendant, by and through Class Counsel and Defense Counsel respectively, participated in an all-day mediation presided over by Steven Mehta, Esq. While a resolution was not reached at the mediation, the Parties continued to engage in arms' length negotiations. Prior to the class certification hearing, the Parties reached a global settlement. The Parties executed an MOU on April 1, 2024 and ultimately the Settlement Agreement on June 20, 2024.

35. During all settlement discussions the parties conducted their negotiations at arms' length, and, in spite of a mutual desire to resolve the case, always in an adversarial manner. The parties have been able to construct a settlement that, given the constraints and realities of the case, is fair, reasonable, adequate, and is in the best interests of the Class.

36. Arriving at a settlement acceptable to all parties was no small achievement. In fact, Defendant vigorously defended this case. Defendant and their counsel felt strongly about their ability to prevail on the issue of class certification and believed that Defendant had defenses to all individual claims within the Class. In their defense, Defendant contended that this action could not properly be maintained as a class or PAGA action; that Class Members were properly paid minimum, regular, overtime and double time wages; that Defendant did not fail to pay Class Members, who are former employees, any wages allegedly due at the time of their separation; that Defendant provided accurate, itemized wage statements to Class Members; that Defendant provided meal and rest periods to the Class Members; that Defendant did not fail to reimburse employees for business expenses necessarily incurred in the performance of their duties; that Defendant did not unlawfully deduct wages from Class Members; that Defendant did not violate California Business and Professions Code § 17200 et seq., and that Defendants (a) is not liable for any of the penalties claimed or that could be claimed in the Complaints, and/or (b) penalties would be substantially reduced by the Court.

37. The negotiations took into account the strengths and weaknesses of the opposition's positions. Negotiations were protracted, but always cordial and professional. As litigation progressed the parties' discussions involved the gradual narrowing of opposing positions. The proposed

Settlement Agreement was reached at the end of a process that was neither fraudulent nor collusive. If settlement is not approved then the case will proceed to a contested hearing on class certification and then to trial.

38. The proposed Settlement will guarantee that the Class Members will receive compensation for their claims and that payments will be received now rather than years in the future. A settlement will also allow Class Members to receive payment without the risk of a contested motion for class certification and trial on the merits that would including all the extra time and expense involved in that process. Importantly, the proposed settlement provided Class Members with a choice by preserving for them the right to opt out.

39. Pursuant to *Kullar v. Footlocker* (2008) 168 Cal.App.4th 116, Class Counsel conducted a class-wide damages assessment in light of the proof and risk factors discussed above and believe that the Settlement is fair reasonable and adequate. Class Counsel calculated the realistic total exposure i.e. damages for the Class Period of approximately $7,500,000.00, exclusive of attorneys' fees and costs.

40. Consequently, the Settlement of $4,500,000.00 represents approximately 55-60% of the full realistic value of the claims (exclusive of wage statement, interest, penalties, and attorneys' fees and costs).

41. The proposed settlement provides a total non-reversionary settlement amount of $4,500,000.00 to 679 Class Members who worked a total of approximately 40,826[4] workweeks (9526.1 months equivalent to 785.1 years) and 15,632 pay periods. Plaintiffs' experts concluded that the employees' maximum potential recovery could be approximately $3,400.00 in home office expenses per year and Plaintiffs estimate the potential total exposure is approximately $2,403,900.00. Plaintiffs' experts calculated the potential recovery for employee's underpayment in overtime wages to be approximately $1,300.00 per year per employee and the potential total exposure is approximately $1,020,630.00 (785.1 years x $1,300.00) With regards to the meal/rest breaks, Rocket's written policies appeared to be compliant, which would make certification significantly

[4] The total workweeks did not exceed 10% per the settlement agreement, and therefore, Defendants were not required to contribute more money to the settlement fund to account for any additional workweeks.

more challenging. Although Class Members had viable claims for meal and rest breaks for the 9526.1 month of working from home, the conceivable value of the claim would be around $1,066,923.20. Under California Labor Code Section 203, and total potential exposure to be around $722,400.00.Plaintiffs' experts determined that the records suggest potentially one half of the pay periods worked had a potential violation under California Labor Code Section 226 and total potential exposure is estimated to be around $1,020,650.00. In total, if Plaintiffs were able to prevail on all claims, Plaintiffs estimate the total potential exposure to be between $7-8M. Thus, this settlementof $4,500,000.00 represents an excellent recovery for the Class Members.

42. No government agency is directly involved in this case; *however*, Plaintiff has been authorized to prosecute the PAGA claims on behalf of the LWDA.

43. As required, Plaintiffs provided the LWDA with requisite notice of this proposed settlement. As of the date of this filing, Plaintiffs have not received any response from the LWDA.

44. As noted above and in the Motion, a mountain of work was performed in the *Tolbert* action to meet Judge Scarsi's class certification deadlines, which included multiple depositions taken, over 13,000 pages of documents and employment and payroll data (323 MB) produced by Rocket in response to *Tolbert* discovery efforts.

45. In addition to informal discovery, Plaintiff through his counsel in the *Tolbert* action: 1) Conducted interviews with class members and reviewed employee/policy documents and files; 2) Investigated the Class Members' claims based on the theories of the *Tolbert* action; 3) Researched the claims and the law prior to filing the case, 4) Prepared multiple complaints, 5) Propounded voluminous sets of written discovery, 6) Interviewed and retained experts, 7) Prepared for and conducted depositions, 8) Reviewed data and files, 9) Reviewed employment agreements, 10) Created damage models, 11) Assessed risks including Defendant's insolvency 12) Drafted lengthy 'meet and confer' letters followed by motion practice in both the Central and Northern districts of the federal court, 13) Prepared stipulations, and 14) Engaged in trial plan preparation and strategy.

46. Counsel for Plaintiffs have further invested extensive time investigating the applicable "regular rate" law (*Vaquero v. Stoneledge Furniture, et al*., *Ibarra v. Wells Fargo, et al*., *Magadia v. Walmart, et al*., and *Ferra v. Loews Hollywood Hotel, et al*.), which is constantly evolving, briefing

of motions and issues related to the merits, class certification, Plaintiffs' claims and damages, the defenses thereto, and facts/evidence discovered. Plaintiffs believe that the investigation and research discovered through the date of settlement has supported their main contentions.

47. The Gross Settlement Fund of $4,500,000.00 represents a fair, reasonable, and adequate resolution of the action. The Settlement was calculated using information and data uncovered through case investigation, informal discovery, written discovery, depositions, and the exchange of information in the context of mediation. The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, here. Moreover, considering all of the facts in the cases, the Settlement represents a considerable recovery for all Claimants.

48. Even after deducting $1,575,000.00 for attorneys' fees; $166,578.08, for reimbursement of litigation costs and expenses; enhancement awards and general release funds in the combined amount of $55,000.00; $10,500.00 for Administration Costs; and $187,500.00 for the LWDA's portion of the PAGA penalties, from the Gross Settlement Fund of $4,500,000.00, the Net Settlement Fund is currently estimated to be $2,505,421.00. Each Class Member will be paid a portion of the Net Settlement Fund based on the number of Workweeks credited to him or her.

49. At the final approval stage, "[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographies, Inc., Securities Litigation* (S.D.N.Y, 2001) 127 F.Supp.2d 418, 429-30. In light of the above considerations, I believe that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members. Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appear to be competent, have experience with this type of litigation, and significant discovery and investigation has been completed, as is the case here. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of the Settlement.

50. The Settlement was well received by the Class - ***not a single Class Member has objected to the Settlement.*** Specifically, as of the date of this motion, no objections have been made as to the Gross Settlement Fund, or request for attorneys' fees, reimbursement of litigation costs and

expenses, enhancement awards, Administration Costs, or allocation for PAGA penalties - all of which were fully disclosed to Class Members in the Notice Packet[5].

51. California courts have consistently found that a small number of objectors indicates the class' support for a settlement and strongly favors final approval. *Wershba, supra,* 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners, supra,* 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors). Here, the lack of any objections speaks volumes about the fairness, reasonableness, and adequacy of this Settlement. Accordingly, the Settlement as a whole is presumed to be fair, reasonable and adequate, and the Court should grant final approval of the Settlement in its entirety. *Dunk, supra,* 48 Cal.App.4th at 1802.

52. The Settlement represents an excellent resolution of the action, given the risks inherent in litigating the cases through certification proceedings, trial, and/or appeals, had the case not settled, Defendant would have vigorously challenged certifiability, manageability of representative adjudication, and liability. Defendant, however, faced risks if the Court certified the case and allowed a jury to decide the claims. Additionally, preparing the case for trial would have been expensive for the parties.

53. The Settlement at this stage is preferred over continued litigation because such resolutions save time and money that would otherwise go to litigation. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. The Settlement provides an immediate recovery, as opposed to an uncertain result in the future after prolonged litigation involving expert discovery, trial preparation, class certification proceedings, and appellate review of those proceedings. The Settlement offers present relief to the Claimants while avoiding the further expense, risk, and delay in obtaining possible future recovery.

54. Here, the results achieved and obtained on behalf of Plaintiffs and the Class are reasonable in light of the risks inherent in further litigating the cases. Class Counsel's efforts have resulted in a settlement that provides for a Gross Settlement Fund of up to $4,500,000.00, and it is currently estimated that the Net Settlement Fund is approximately $2,505,421.00.

Pursuant to the Court's MPA Order, the Parties are ordered to file this motion thirty days after mailing of Notices to Class Members, on December 18, 2024. Class Counsel and the settlement administrator will file supplemental declarations after the filing of this motion to notify the court of any opt-outs and/or objections following the 45-day response deadline of January 2, 2025.

CLASS REPRESENTATIVE ENHANCEMENTS

55. The Settlement Agreement provides that Plaintiffs may seek an enhancement payment of up to $25,000.00 to compensate Plaintiffs for their service to the class as follows: Ten Thousand Dollars and Zero Cents ($10,000.00) to Tolbert; Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) to Snyder; and Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) each to Virginia Brew, Tony Grosbeier, and Timothy Mellen. In addition, the Court recognizes that in exchange for a general release (i.e., a release that is more broad than the Class Member release), the named Plaintiffs shall receive $30,000.00 to be allocated as follows: Fifteen Thousand Dollars and Zero Cents ($15,000.00) to Tolbert; Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) to Snyder; and Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) each to Virginia Brew, Tony Grosbeier, and Timothy Mellen. Settlement Agreement § 4.2.1. The total amounts sought are 0.01222% of the gross Settlement Fund for Plaintiffs, which is reasonable and fair in light of the recoveries due to the absent class members.

56. As detailed in their accompanying declarations, Plaintiffs' participation was instrumental in bringing the lawsuit and obtaining the Settlement on behalf of the Class. Class Counsel have firsthand knowledge of some of the efforts they each expended. Plaintiffs requested counsel file the lawsuit and consulted with Class Counsel prior to the filing of the case and throughout the case, including, but not limited to engaging in extensive discovery responses and requests, assisting counsel contact class members, assisting Class Counsel review documents, wage statements, assisted with the formulation of discovery requests, consulted with Class Counsel regarding the MOU, Settlement Agreement and prepared declarations in support of final approval of the Settlement.

57. The requested enhancement awards to each of the Plaintiffs are fair and appropriate because they spent a substantial amount of time and effort producing relevant documents and past employment records, as well as providing the facts and evidence necessary to attempt to prove the allegations. Plaintiffs have agreed to a 1542 waiver and general release of all their individual claims against Defendant in exchange for the amounts requested above. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain, and gave, information that would benefit the Class. Plaintiffs spent numerous hours speaking with Class Counsel about their claims, describing

their work experiences with Defendant, gathering and reviewing documents, and being available during mediation. These services and efforts on behalf of the Class Members merit the requested enhancement awards to Plaintiffs, who have not received any compensation for their efforts on behalf of the Class Members to date. As of the date of this motion, the requested enhancement awards were fully disclosed in the Notice Packet that was mailed to the Class Members. As of the date of this Motion, no objections have been made with regards to the requested enhancement awards to Plaintiffs. This positive response from the Class further supports the reasonableness of the requested enhancement awards. Accordingly, it is appropriate and just for Plaintiffs to each receive the requested reasonable enhancement awards and general release funds, in addition to their Settlement Awards, for their services on behalf of the Class.

58. Plaintiffs agreed to a general release of all of their individual claims against Defendant in exchange for a total of $30,000.00. Additionally, Plaintiffs took significant risk by filing the instant action with mortgage lending being a relatively small industry with the same cast of characters.

ATTORNEYS' FEES AND COSTS ARE FAIR AND REASONABLE

59. Under the terms of the Settlement Agreement, Defendant will pay a Gross Settlement Fund of up to $4,500,000.00. Class Counsel's attorneys' fees are to be calculated as a percentage of the total value of benefits made available to the Class Members under the Settlement Agreement. In light of Class Counsel's successful prosecution and resolution of the actions, the requested attorneys' fees are appropriate and reasonable.

60. Compensating class counsel in class litigation on a percentage basis makes good sense because (1) it is consistent with the private marketplace where contingent fee attorneys are customarily compensated on such a basis; (2) it aligns the interests of class counsel and absent class members in achieving the maximum possible resolution of the case; and (3) it encourages the most efficient and expeditious resolution of the litigation by providing an incentive for early, yet reasonable, settlement. The requested attorneys' fees award here meets all those criteria such that it should be approved on a percentage basis.

61. The percentage method is consistent with, and is intended to mirror, the practice in the private marketplace where contingent-fee attorneys typically negotiate percentage-fee arrangements

with their clients. A named plaintiff's agreement to pay a contingent fee is powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel's work to the class is to review the consideration agreed to be paid by the named plaintiffs. If the named plaintiffs have employed counsel on a contingency fee basis, it would indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement without incurring the risks of bringing the claim, to pay less than the named plaintiffs.

62. In *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, in determining reasonable attorneys' fees, the Court of Appeal valued a settlement based on the total value of the settlement made available to class members by the efforts of counsel, decided in favor of granting fees as a percentage of the total value of the settlement, and rejected an objection that the fees be awarded based on the exact amount claimed by class members. *Id.* at 247. Class Counsel obtained a substantial recovery on behalf of Plaintiffs and the Class, and the results achieved justify an attorneys' fees award that is the equivalent of the standard market fee and that is consistent with the contingency-fee agreement entered into by and between Plaintiffs and Class Counsel. Thus, the requested attorneys' fees award is appropriate.

63. Class Counsel have fully and actively participated in litigation of the action, including, *inter alia,* interviewing Plaintiffs and other Class Members; conducting legal research and investigations; analyzing a volume of documents and data produced in each of the cases; participating in case strategy and analysis; engaging in motion practice; meeting and conferring with Defendant's counsel over the issues relating to pleadings, motion practice, discovery, and the production of documents and data, among other things; drafting, reviewing, and revising pleadings, moving papers, and the mediation brief; preparing for and attending court proceedings; undertaking calculations of the value of the claims; preparing for mediation and settlement negotiations; and negotiating the Class Action Settlement Agreement. Following mediation, the work performed in this matter was managed in a manner designed to most effectively utilize the combined skills and attorney power of Class Counsel, while avoiding duplication of efforts.

64. The Settlement represents an excellent resolution of the action, given the risks inherent in litigating the cases through certification proceedings, trial, and/or appeals, Had the cases not

settled, Defendant would have vigorously challenged certifiability, manageability of representative adjudication, and liability. Defendant, however, faced risks if the Court certified the cases and allowed a jury to decide the claims. Additionally, preparing the cases for trial would have been expensive for the parties.

65. The Settlement at this stage is preferred over continued litigation because such resolutions save time and money that would otherwise go to litigation. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. The Settlement provides an immediate recovery, as opposed to an uncertain result in the future after prolonged litigation involving expert discovery, trial preparation, class certification proceedings, and appellate review of those proceedings. The Settlement offers present relief to the Claimants while avoiding the further expense, risk, and delay in obtaining possible future recovery.

66. The skill required to properly litigate the cases is evident not only in the results achieved, but in the steps necessary to reach the same. Defendant retained well-respected counsel to represent its defenses. More specifically, Defendant and its counsel felt very strongly about Defendant's ability to obtain a denial of certification and to prevail on the merits. Plaintiffs and Class Counsel believed that they would have obtained class certification and prevailed at trial.

67. Class Counsel undertook significant investigation, analysis, and research prior to filing of the action, during the litigation, and prior to mediation. Class Counsel took steps to prepare the cases for class certification, and had every intention of taking the cases to trial on a class-wide and/or representative basis if Defendant did not offer an appropriate class- wide settlement. Despite all of the obstacles that had to be overcome, Class Counsel have used their extensive experience in the handling of class actions and complex wage-and-hour litigation matters in order to obtain the Settlement with maximum efficiency.

68. Collectively, Class Counsel have devoted 1,741.9 hours to this litigation. My time chart, set forth below, sets forth the hours that I have spent performing tasks on behalf of Plaintiffs and the Class. The Court is respectfully referred to the chart, below which sets forth the history of the work performed by me, commencing with the pre-filing analysis and research, and continuing up to the moment of settlement and final approval. My firm has spent 739.4 hours, Righetti Glugoski, P.C.

has spent 924 hours, and Crosner Legal, P.C. has spent 78.5 hours performing tasks on behalf of Plaintiffs and the Class. Collectively, Class Counsel have spent a total of 1,741.9 hours to obtain a significant recovery on behalf of Plaintiffs and the Class Members. These hours were required to bring the matter to its successful conclusion. In light of the value of time expended and the carrying of costs involved in litigation of the action, the requested attorneys' fees award is fair, adequate, and reasonable. There was no duplication of effort and the combined efforts of Class Counsel were required for the successful outcome in the case.

69. The collective profession background of Class Counsel support their reasonable hourly rates of compensation, including my hourly rate of $1,050.00. The courts of this state, have on multiple prior occasions, awarded Class Counsel similar hourly rate for compensation for legal services performed. While the circumstances of every case is unique, the fact remains that the work performed and efforts undertaken by Class Counsel on behalf of the Class Members justifies the requested attorneys' fees award.

70. The lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested attorneys' fees in the total amount of $1,575,000.00, which is thirty-five percent (35%) of the total recovery as provided for by the Settlement.

71. In calculating the lodestar for Nathan & Associates, APC, my billing rate of $1,050.00 per hour was used to calculate my total attorney’s fees incurred to date, which is **$776,370.00.** The total costs incurred by Nathan & Associates, APC is **$75,913.51**.

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Work Categories	Hours
1. Case Investigation and Legal Research; Interview witnesses	107.8
2. Discovery / Communications with Co-Counsel and Defense Counsel	221.4
3. Document/Data Review and Analysis	172.5
4. Case Management/Mediation	37.1
5. Pleadings / Hearings and Motion Practice	138.2
6. Settlement/Preliminary Approval	52.4
7. Final Approval	10
TOTAL TIME	**739.4**
Hourly Rate	$1050.00
LODESTAR	**$776,370.00**

72. The Settlement provides for reimbursement of litigation costs and expenses of up to $200,000.00. Class Counsel have collectively incurred a total of $166,578.08 in litigation costs and expenses. This amount was reasonable and necessary in the prosecution of the cases and to obtain the Settlement and is less than the maximum amount allocated under the Settlement Agreement. Accordingly, Plaintiffs request that the Court award reimbursement of litigation costs and expenses in the total amount of $166,578.08 to Class Counsel, of which $75,913.51 shall be paid to Nathan & Associates APC and $90,664.57 shall be paid to Righetti Glugoski, P.C.

73. Nathan & Associates, APC expended the following costs, which are set forth below:

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ROCKET MORTGAGE, LLC

NATHAN & ASSOCIATES, APC - COSTS

TOTAL:

$75,913.51

ITEM:	Cost	ATTORNEY:	CASE:
Attorney Service Fees (AAA Attorney Service) [Central District Court - Chambers Copy Fees; Tolbert v. Rocket Mortgage, LLC, et al.]	$153.80	RDN	Rocket
Attorney Service Fees (AAA Attorney Service) [Service of Summons & Complaint on Def.; Tolbert v. Rocket Mortgage, LLC, et al.; RSSC]	$74.00	RDN	Rocket
Phillips, Fractor & Company (Expert Fees)	$51,431.75	RDN	Rocket
ILYM Group, Inc. (Notice Letter to Class Members) [50% of Plaintiff's portion]	$500.00	RDN	Rocket
Scanlan Stone Court Reporters (Depositions) [Inv. #s 108653, 108655]	$1,680.97	RDN	Rocket
Scanlan Stone Court Reporters (Depositions) [Inv. #s: 108594, 108591, 108587, 108585, 108599, 108597, 108600]	$4,903.10	RDN	Rocket
Veritext Legal Solutions (Depositions) [Inv. #s: 7124416, 7192072, 7193749, 7185803, 7180588, 7188659, 7176831]	$4,621.45	RDN	Rocket
Data Management	$7,000.00	RDN	Rocket
Mediation (Steven G. Mehta)	$5,000.00	RDN	Rocket
One Legal Fees - Tolbert v. Rocket | Riverside Sup. Court (Includes Court Techology Fees, Filing Fees, E-Service Fees, etc.)	$16.75	RDN	Rocket
One Legal Fees - Brew v. Rocket | San Mateo Sup. Court (Includes Court Techology Fees, Filing Fees, E-Service Fees, etc.)	$37.40	RDN	Rocket
Paper Fees	$365.80	RDN	Rocket
Supplies	$128.49	RDN	Rocket

MARKET RATES IN COMPARISON TO CLASS COUNSEL

74. Based on my knowledge and experience, the hourly rates charged by my firm are within the range of market rates charged by attorneys of equivalent experience, skill, and expertise. These are the same hourly rates that we actually charge to our hourly clients who have retained us for non-contingent matters, and which are actually paid by those clients. I have personal knowledge of the range of hourly rates typically charged by counsel in our field in California and I have weighted the market rates into account and have aligned my rate with that of the market.

75. Non-contingent market rates charged by attorneys in California are as follows: (1) by the attorneys' fee applications of counsel of record; (2) by discussing fees with other attorneys; (3) by obtaining declarations regarding prevailing market rates filed by other attorneys seeking fees; and (4) by reviewing attorneys' fee applications and awards in other cases, as well as surveys and articles on attorney's fees in the legal newspapers and treatises. Comparable hourly rates include:

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i. *Williams v. H&R Block Enterprises, Inc.*, Alameda County Superior Ct. No. RG08366506, Order of Final Approval and Judgment filed November 8, 2012, a wage and hour class action, in which the court found the hourly rates of $785, $775, and $750 reasonable for the more senior class counsel.

ii. *Pierce v. County of Orange*, 905 F. Supp. 2d 1017 (C.D. Cal. 2012), a civil rights class action brought by pre-trial detainees, in which the court approved a lodestar- based, *inter alia*, on 2011 rates of $850 and $825 per hour.

iii. *Holloway et. al. v. Best Buy Co., Inc.*, No. 05-5056 PJH (N.D. Cal. 2011) (Order dated November 9, 2011), a class action alleging that Best Buy discriminated against female, African American and Latino employees by denying them promotions and lucrative sales positions, in which the court approved lodestar-based rates of up to $825 per hour.

76. Surveys also justify my firm's hourly rate: Similarly, on February 25, 2011, the Wall Street Journal published an on-line article entitled "Top Billers." That article listed the 2010 and/or 2009 hourly rates for more than 125 attorneys, in a variety of practice areas and cases, who charged $1,000 per hour or more. Indeed, the article specifically lists *eleven* (11) Gibson Dunn & Crutcher attorneys billing at $1,000 per hour or more.

77. The Westlaw CourtExpress Legal Billing Reports for May, August, and December 2009 show that as far back as 2009, attorneys with as little as 19 years of experience were charging $800 per hour or more, and that the rates requested here are well within the range of those reported. Again, current rates are significantly higher.

<u>REASONABLE HOURLY RATES</u>

78. The fee request sought herein is reasonable in light of the contingent nature or the fee, the amount of work performed, the quality of work performed, and most importantly the results/benefits to the class.

79. Fee awards are almost always determined based on current rates, such as the attorney's rate at the time a motion for fees is made rather than the historical rate at the time the work was performed. My hourly rate is $1,050.00 per hour, which is the same rate I charge to hourly paid

clients. I have been awarded similar fees by other courts and the request is supported by the Laffey Matrix. http://www.laffeymatrix.com/see.html

80. This Court can appreciate that litigating a high-stakes cases against defendant with deep pockets, represented by a top-notch law firm, dealing with issues that are unsettled is not appealing to most lawyers. Even more challenging is the heightened risk as a result of having to finance that type of litigation, which was not undertaken lightly.

81. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any consumers or employees pay attorney's fees on an hourly basis for such litigation. Thus, in such cases attorneys base their retainer agreements on a contingency fee relationship.

82. This class action case involves California's wage and hour laws. Litigating a wage and hour class action through trial can take years and frequently requires the investment of hundreds of thousands of dollars in costs. This is a very difficult area of law and not within the knowledge of many lawyers as it requires knowledge of the substantive law, class action procedure and enforcement positions of state and federal agencies. Class action work of this type requires specialized learning and the willingness to take large risks. Plaintiffs' counsel used a high level of skill in the difficult questions that arose in this case.

83. Class action cases unlike many others can only properly be litigated one at a time, which required me to forego accepting other cases during the time of this litigation. The requirements of this were significant.

84. There is no question that my firm was precluded from taking other cases, and in fact, had to turn away other meritorious fee generating cases in order to meet the demands of this case.

85. We were paid nothing along the way and had to pay expenses for costs. I believe a fee request of thirty-five percent (35%) of the total settlement amount is reasonable in this case given Class Counsel's efforts.

86. My hourly rate is $1,050.00. I have been named a Super Lawyer for several years consistently including in the year 2025 and won such awards as Class Action Attorney of the Year.

I have represented and continue to represent plaintiffs in various types of class action cases and I have never been denied or disapproved from serving as class counsel.

87. I have served as lead class counsel in several cases, including some of the following, which are set forth below:

a. *Reid v. Diedrich Coffee, Inc., et al.*, U.S. District Court, Central District of California, Case No. SACV06-888 AG (MLGx);

b. *Scerca v. Town & Country, et al.,* U.S. District Court, Central District of California, Case No. SACV06-889 AG (MLGx);

c. *Hilliard v. Ameriquest, et al. and Torok v. Ameriquest, et al.,* U.S. District Court Central District of California, Case No. SACV06-892 JVS (ANx);

d. *Strich v. Solstice Capital*, *et al.,* U.S. District Court Central District of California, Case No. CV05-8757 SGL (RNBx);

e. *The Parking Concepts Wage & Hour Cases*, Los Angeles County Superior Court, Case No. JCCP 4531;

f. *Griffin et al. v 725 Baker LLC, Orange County County Superior Court,* Case No. 30-2010-00397655-CU-OE-CXC;

g. *Leon v. Allied Exhaust Systems*, Los Angeles Superior Court, Case No.: BC438653;

h. *De Los Santos v. Lala's Argentine Grill,* Los Angeles Superior Court, Case No. BC472215;

i. *Duarte v. Heroes Restaurants, Inc.,* Orange County Superior Court, Case No.: 30-2012-00581304;

j. *Lopez v. My World Enterprises, Inc*., Los Angeles Superior Court, Case No. BC506687;

k. *Taylor v. Loandepot.com, llc*., Orange County Superior Court, Case No. 30-2013-00648925;

l. *Soto v. Wild Planet, Inc*., Northern District of California, Case No. 5:15-cv-05082, resulting in a settlement on behalf of class members;

m. *Tran v. Paramount Mortgage, LLC*, Orange County Superior Court, Case No. 30-00827323 resulting in a settlement on behalf of class members;

n. *Morris v. SolarCity Corporation*, Northern District of California, Case No. 5:15-cv-005107, resulting in a $15,000,000.00 settlement on behalf of class members;

o. *Santoli v. The Money Source, Inc., et al.*, Orange County Superior Court, Case No. 30-2017-00917450 resulting in a $1,500,000.00 settlement on behalf of class members;

p. *Lavelle v. Nationstar Mortgage, et al.*, Orange County Superior Court, Case No. 30-2017-00917438 resulting in a $10,050,000.00 settlement on behalf of class members;

q. *Arnold v. Guaranteed Rate Inc., et al.*, Ventura County Superior Court, Case No. 56-2019-00523081-CU-OE-VT;

r. *Sicairos v. Staffmark Investment, LLC, et al.*, Orange County Superior Court, Case No. 30-2019-01050988, PAGA only action, resulting in a $1,500,000 settlement on behalf of aggrieved employees, resulting in $350 per pay period and approximately $2,000 per aggrieved employee;

s. *Louka v. Nations Direct Mortgage, et al.,* Orange County Superior Court, Case No. 30-2019-01042277-CU-OE-CXC;

t. *Arevalos v. Americor Funding, Inc., et al.*, Orange County Superior Court, Case No. 30-2019-01068606-CU-OE-CX;

u. *Nelson v. Bridgestone Retail Operations, LLC, et al*. San Diego Superior Court, Case No. 37-2020-00035994-CU-OE-CTL, coordinated with *Bridgestone Retail Wage and Hour Cases*, JCCP Action, San Bernardino Superior Court, Case No. JCCP 5054, consolidated with *Strawn v. Bridgestone Retail Operations, LLC, et al*., Sacramento Superior Court, Case No. 34-2018-00242049; and

v. *Jones v. Apple, Inc.*, et al., Merced County Superior Court, Case No. 18CV-0455; PAGA only action.

88. My firm undertook this representation on a contingent basis recognizing that the risk of non-payment has been high throughout this litigation. I recognized that there were substantial uncertainties in the viability of this case as a class action. A realistic assessment shows that the risks in the resolution of the liability issues, protracted litigation in this action as well as the probable appeals process, are great.

89. If this case had not resolved through settlement, I would have vigorously prosecuted the case through class certification, summary judgment, trial, and appeal. My firm was therefore at great risk for non-payment.

90. Under Ninth Circuit standards, a District Court may award attorneys' fees under either the "percentage-of-the-benefit" method or the "lodestar" method. Fischel v. Equitable Life Assur. Soc'y, 307 F.3d 997, 1006 (9th Cir. 2002); Hanlon v. Chrysler Corp., 150 F.3d 1011, 1029 (9th Cir. 1998). Class Counsel's fee request is fair and reasonable under either of these methods.

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

Executed on December 18, 2024, at Newport Beach, California.

Reuben D. Nathan