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Timothy Mellen

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

VIRGINIA 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,

v.

ROCKET MORTGAGE, 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 JOHN GLUGOSKI
IN SUPPORT OF PLAINTIFFS' NOTICE
OF MOTION AND UNOPPOSED
MOTION FOR FINAL APPROVAL OF:**

- **CLASS ACTION AND PAGA
SETTLEMENT;**
- **CLASS REPRESENTATIVE
ENHANCEMENT AWARDS;**
- **ADMINISTRATOR'S EXPENSES;**
- **ATTORNEYS' FEES AND COSTS**

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

1 I, **JOHN GLUGOSKI**, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the State of California with Righetti
3 Glugoski, P.C. (Formerly Righetti Law Firm P.C.), attorneys of record for Plaintiffs. I have personal
4 knowledge of the following facts and if called as a witness would testify as follows:

5 **EDUCATION AND EXPERIENCE**

6 2. Class Counsel has adequately represented Plaintiffs and the Class Members. Proposed
7 Class Counsel have substantial experience in employment, consumer law and class action procedure.
8 Each of the lead attorneys have been approved by courts to serve as Class Counsel on numerous prior
9 occasions and they have never been rejected from serving as class counsel. Information showing my
10 education and experience has been provided in my declaration filed in support of preliminary
11 approval See, Dec. of J. Glugoski ISO Preliminary Approval ¶¶ 2-7.

12 **HOURLY RATES**

13 3. I believe the fees being sought here are reasonable in light of the experience of
14 counsel, the contingent nature of the fee, the particular risks involved in litigating this case, and the
15 amount and quality of work performed.

16 4. I have become familiar with the market rates charged by attorneys in California. I
17 have obtained this familiarity in several ways, including: (1) Researching fee rates; (2) Handling
18 attorneys' fee litigation; (3) Discussing fees with other attorneys; (4) Reviewing declarations
19 regarding prevailing market rates in cases seeking fees; (5) Reviewing attorneys' fee applications and
20 court awards in other cases, as well as (6) Reviewing surveys and articles in legal newspapers and
21 treatises on attorney's fees.

22 5. In my experience, fee awards are almost always determined based on current rates,
23 such as the attorney's rate at the time a motion for fees is made rather than the historical rate at the
24 time the work was performed.

25 6. Litigating a case against a corporate defendant, represented by the two defense firms
26 defending this case, is not appealing to most lawyers. Heightening the risk is the fact that the
27 plaintiffs' lawyers are called upon to finance the litigation. It is not a cause undertaken lightly.
28

1 7. One difficulty in determining the hourly rate of attorneys of similar skill and
2 experience in the relevant community is the scarcity of hourly fee-paying clients in wage and hour
3 litigation. As a practical matter, few individual employees can afford to pay attorney fees on an
4 hourly basis. This was certainly the case with Plaintiffs. As a result, retainer agreements we
5 negotiate with individual clients, as in the case here, are typically based upon a contingency fee
6 relationship. In contrast, corporate defendants typically pay their attorneys on an hourly basis.

7 8. I am knowledgeable about the hourly rates charged by attorneys of varying degrees
8 of experience. In the course of my fees practice, I have reviewed the hourly rates of dozens of law
9 firms in California and elsewhere. I am also familiar with the hourly rates awarded in many other
10 fees cases by state and federal courts in California and throughout the country. In addition, I have
11 reviewed many published surveys of attorneys' billing rates. For example, *five years ago* the rates
12 charged by attorneys at Sidley Austin for class/representative action litigation was between \$925-
13 \$1000 for partners and \$905-\$540 for associates.

14 9. The work in this case was taken on a contingency fee basis where we advanced all
15 time and costs. The subject matter involved California wage and hour laws. This is a difficult area
16 of law based on overlapping state and federal statutes and agency interpretations. Work of this type
17 requires specialized learning, experience, and the willingness to take large risks. I attempted to
18 efficiently litigate the claims in this matter using a high level of skill in the difficult questions that
19 arose in this case. Even with four attorneys working on this case we were outnumbered by defense
20 counsel at every stage.

21 10. A practice like ours can only properly litigate so many cases at one time. There is
22 no question that we were required to assign out and/or turn down work in other cases in order to
23 meet the demands of this case.

24 11. We did not receive any compensation for our services during the prosecution of this
25 matter. In addition, Righetti Glugoski, P.C. incurred \$90,664.57 in out-of-pocket expenses (as
26 detailed below) to achieve the settlement.

1 12. My current hourly rate is \$900.00. My rate is on par with the 2018 rates of \$925-
2 \$1000 charged by attorneys with similar experience and qualifications who represent commercial
3 and other full-rate clients on an hourly basis. See, e.g., the 2018 Sidley Austin rate sheet referenced
4 above. The hourly rate for my partner Matthew Righetti who has been practicing over thirty-five
5 years is \$1200/hr. We bill the time for paralegal work at \$250/hr.

6 13. The hourly rates charged by Righetti Glugoski, P.C. are supported by our specialized
7 experience and are consistent with their hourly rates that have been approved by other courts. I
8 believe the rates set forth in the fee application are fully consistent with the market rate for attorneys
9 with comparable expertise, experience and qualifications.

10 14. I am aware of hourly rates (or their historical equivalents) for other plaintiff counsel
11 approved by courts, including in *Carrillo v. Schneider Logistics Transloading & Distribution, Inc.,*
12 *et al.*, No. CV 11-8557 CAS (DTBx) (C.D. Cal.) (September 24, 2015 order approving 2015 rates
13 of \$895/hr for partners, \$775/hr for a 1994 law graduate, \$650/hr for a 2000 law graduate, \$630/hr
14 for a 2001 law graduate, \$550/hr for a 2004 law graduate, and \$450/hr for a 2008 law graduate, and
15 2015 rates for Law Clerks (\$275/hr) and Paralegals (\$250/hr)); *Brooks v. U.S. Bank, N.A.*, Case No.
16 C12-4935-EMC (N.D. Cal) (June 16, 2014 order approving 2014 rate of \$895/hr for partner, and
17 2014 rates of \$775/hr for a 1992 law graduate, \$610/hr for a 2001 law graduate, \$540/hr for a 2004
18 law graduate, \$275/hr for law clerks, and \$250/hr for paralegals); *Luquetta v. Regents of the*
19 *University of California*, Case No. CGC-05-443007 (San Francisco County Superior Court)
20 (October 31, 2012 Order approving 2012 rate of \$850/hr for partner, and 2012 rates of \$700/hr for
21 a 1994 law graduate, \$570/hr for a 2000 law school graduate, \$250/hr for law clerks, and \$215/hr
22 for paralegals); *Vasquez v. State of California*, Case No. GIC 740832 (San Diego County Superior
23 Court) (October 1, 2012 Order approving 2012 rate of \$850/hr for partner in civil rights case and
24 2012 rate of \$375/hr for 2008 law school graduate); *Div 15 Tech v. Sheet Metal Workers'*
25 *International Association, Local 104*, Case Nos. No. C 10-05309 JSW, C 10-05312 JSW (approving
26 2011 rates, including \$545/hr for 2000 law school graduate and \$215/hr for paralegals); *Air Line*
27 *Pilots Ass'n Int'l v. United Airlines, Inc.*, CGC-07-468937 (JAMS Ref. No. 1100061566) (San
28

1 Francisco County Super. Ct.) (2011 rates of \$825/hr (partner)); *Zalua v. Tempo Research Corp.*,
2 BC319156 (Los Angeles County Super. Ct.) (2011 rates of \$825/hr (partner)).

3 15. In the course of my practice, I have reviewed the hourly rates of dozens of law firms
4 in California and elsewhere. The rates in this fee application are consistent with the market rates for
5 comparably qualified and experienced counsel handling similar civil litigation.

6 **LITIGATION EFFORTS**

7 16. In the instant case, Defendants strongly denied liability and contended that they had
8 meritorious affirmative defenses on both procedural and substantive grounds.

9 17. The prosecution of this class action case involved a significant financial risk because
10 Class Counsel took this case on a pure contingency basis (meaning no guarantee of ever being paid,
11 if the case is lost), at the same time advancing all litigation costs out of their own pockets, while
12 incurring ongoing costs of paying overhead and salaries of employees who are working on this case.
13 Proposed Class Counsel have worked diligently to advance the interests of the class with no
14 duplication of effort. Proposed Class Counsel recommends settlement on the proposed terms.

15 18. In addition to informal discovery, Plaintiff through his counsel in the *Tolbert* action:
16 a) Conducted interviews with class members and reviewed employee/policy documents and files;
17 b) Investigated the Class Members' claims based on the theories of the *Tolbert* action; c) Researched
18 the claims and the law prior to filing the case, d) Prepared multiple complaints, e) Propounded
19 voluminous sets of written discovery, f) Prepared and mailed a *Belaire-West* notice to Class
20 Members, g) Interviewed and retained experts, h) Prepared for and conducted depositions, i)
21 Reviewed data and files, j) Reviewed employment agreements, k) Created damage models, l)
22 Assessed risks including Defendant's insolvency m) Drafted lengthy 'meet and confer' letters
23 followed by motion practice in both the Central and Northern districts of the federal court, n)
24 Prepared stipulations, and o) Engaged in trial plan preparation and strategy.

25 19. Counsel for the Parties have further invested extensive time investigating the
26 applicable law, which is constantly evolving as it relates to class certification, full briefing of
27 motions and issues related to summary judgment, class certification, Plaintiffs' claims and damages,
28 the defenses thereto, and facts discovered. Plaintiffs believes that the investigation and research
discovered through the date of settlement has supported their main contentions alleging that

Defendant failed to pay overtime wages, failed to provide required premiums for meal and rest break violations, failed to pay all wages owed, and failed to reimburse individuals for business expenses.

20. 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.

21. Consistent with the scope of this action and nature of the relief granted to the Class, and the amount of time expended in prosecution of the case, Plaintiffs and Class Counsel hereby move for an award of attorney's fees and costs of \$1,575,000.00 pursuant to California Rules of Court, rule 3.769 (b), Class Counsel discloses the existence of a "fee splitting agreement" that has been approved by Plaintiffs in writing. Class Counsel advised this Court of the fee-splitting arrangement between Class Counsel at the MPA hearing. Consequently, in accordance with that agreement, the Nathan & Associates seeks \$776,370.00 in attorney's fees and \$68,913.51 in costs. Righetti Glugoski, PC seeks \$743,435.00 in attorney's fees and \$90,664.57 in costs.

22. In preparing this fee application, I reviewed the firm's time records, files and emails. Based on my review of these records, I can attest that all of the time set forth was reasonably devoted to pursuing the Plaintiffs' interests and otherwise would have been billed to a fee-paying client. To calculate the lodestar for the time spent on this case, I personally reviewed and summarized the billing records incurred in prosecuting the matter. I eliminated any time entries by me that could be considered duplicative or inefficient. Righetti Glugoski's time records are detailed in the following categories:

Work Categories	John Glugoski Hours	Law Clerk Hours¹
1. Case Investigation and Legal Research; Interview witnesses	11.0	2.7
2. Discovery / Communications with Defense Counsel	67.4	107.7

¹ The total lodestar for the law clerks consists of the work performed by Katherine Acosta and Jon Swindle.

3. Pleadings, Briefs and Pretrial Motions	65.3	65.7
4. Court Appearances	4.7	0.00
5. Mediation Settlement and Administration	58.4	17.1
6. Litigation Strategy, Analysis and Case Management	29.9	0.00
7. Class Certification	88.3	86.9
8. Trial Preparation and Trial	6.3	0.00
TOTAL TIME	331.3	280.1
Hourly Rate	\$900.00	\$250.00
LODESTAR	\$298,170.00	\$70,025.00

My partner Matthew Righetti and co-counsel Reuben Nathan of Nathan & Associates, APC have also provided declarations attesting to the hours each spent on this case in these various categories.

23. It is estimated that Class Counsel will expend (in total) an additional 20 hours of time included their current lodestars for preparing and attending the final approval hearing and overseeing the completion of administration of this Settlement including communicating with numerous Class Members, resolving claims disputes, preparing pleadings for and attending the later hearings, monitoring the distribution of proceeds, following up on missing payments, etc.

24. The total lodestar for Righetti Glugoski is \$743,435.00. A true and correct copy of the lodestar for the entire Righetti Glugoski firm is marked and attached to the Declaration of Matthew Righetti. The lodestar breakdown for the law firm is as follows: Matthew Righetti's - \$375,240.00, John Glugoski - \$298, 170.00, law clerk Katherine Acosta - \$37,925.00 and law clerk Jon Swindle – \$32,100.00. The amount of time spent on this case is reasonable given the complexity and novelty of the issues involved, the vigorous defense provided by the Jackson Lewis, P.C. firm, the length and intensity of the litigation, and the results obtained. Since its inception, Plaintiffs faced a phalanx of defenses as outlined in Defendant's Answer. Class Counsel litigated this action with skill and efficiency reflecting the amount of work required to achieve the settlement. Once the settlement was consummated our work has not stopped. We continue to field inquiries from

1 Class Members about the status of the case and their participation in the settlement. We also expect
2 to work closely with the court appointed notice administrator to assure that notice is provided
3 consistent with this Court's orders and due process. We intend to promptly respond to all Class
4 Member inquiries and we intend to continue our work until all responsibilities are discharged and
5 all funds are dispersed.

6 25. I have reviewed the time and cost summaries submitted to the Court in the
7 declarations of Mr. Nathan and Mr. Righetti. I attest to the amount of work performed by our two
8 firms as well as the high quality of work and professional standards for both our firms.

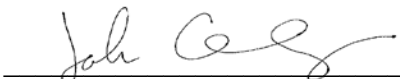
9 26. The principle discussed in *Lealao v. Beneficial Calif. Inc.*, 82 Cal.App.4th at 49-50,
10 that where an identifiable sum of money is set aside to pay the class members their damages and
11 attorney's fees, the lodestar can be adjusted so that the fee represents a percentage of the recovery
12 that would be "typical" of the contingency fee percentages found in the legal marketplace. A normal
13 contingency fee is 40 percent of the recovery. In this case, the common fund is \$4,500,00.00 and
14 the attorneys' fees provided by the Settlement is an award up to \$1,575,000.00 which represents
15 35% of the common fund. Such an award would be consistent with and can be cross-checked against
16 the lodestar and conservatively anticipated to increase to \$1,595,000.00 though the conclusion of
17 the case.

18 COUNSEL'S COSTS

19 27. Righetti Glugoski, P.C. incurred \$90,664.57 in costs. The costs incurred were
20 both necessary and reasonable in litigating this matter. The costs incurred are for case filing
21 fees, case administration and service of process costs. A true and correct copy of the breakdown
22 of the costs reasonably incurred by the Righetti Glugoski, P.C. firm in this case is marked and
23 attached to the Declaration of Matthew Righetti.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing
25 is true and correct. Executed this 18th day of December, 2024 at San Francisco, California.

26 **RIGHETTI GLUGOSKI, P.C.**

27 By: 
28 John Glugoski
Attorneys for Plaintiffs