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15 **UNITED STATES DISTRICT COURT**  
16 **NORTHERN DISTRICT OF CALIFORNIA - OAKLAND**

17 Kathi Troy, as Successor-in-Interest to the  
18 Estate of June Newirth; Barbara Feinberg;  
19 Elizabeth Barber, Andrew Bardin, and  
20 Thomas Bardin as successors-in-interest to  
21 the Estate of Margaret Pierce; and Carol  
22 Morrison, by and through her Attorney-in-  
23 Fact Stacy Van Vleck, on their own behalves  
24 and on behalf of others similarly situated,

25 Plaintiffs,

26 vs.

27 Aegis Senior Communities, LLC, dba Aegis  
28 Living; and Does 1 Through 100,

Defendants.

CASE NO. **4:16-cv-03991-JSW**

**CLASS ACTION**

**NOTICE OF MOTION AND MOTION FOR  
ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARDS; MEMORANDUM OF  
POINTS AND AUTHORITIES IN  
SUPPORT OF MOTION FOR  
ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARDS**

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Date: August 20, 2021  
Time: 9:00 a.m.  
Place: Courtroom 5, 2nd Floor  
Judge: Hon. Jeffrey S. White

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1 **NOTICE OF MOTION AND MOTION**

2 Please take notice that Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards will  
3 be heard on August 20, 2021, at 9:00 a.m., or as soon thereafter as this matter may be heard in  
4 Courtroom 5, 2nd Floor, before the Honorable Jeffrey S. White of the above-entitled court, located  
5 at 1301 Clay Street, Oakland, California, 94612.

6 Plaintiffs will and hereby do move for an order awarding (a) attorneys’ fees in the amount of  
7 \$6,350,000; (b) litigation costs of \$1,174,531.06; and (c) service awards of \$15,000 to each Named  
8 Plaintiff, totaling \$75,000. This motion is based on the attached Memorandum of Points and  
9 Authorities; the Notice of Lodgment in Support of the Motion for Attorneys’ Fees, Costs, and Service  
10 Awards and declarations and exhibits attached thereto; the [Proposed] Order Granting Motion for  
11 Attorneys’ Fees, Costs, and Service Awards; all other records, pleadings, and papers on file in this  
12 action; and such other matters that may be brought to the Court’s attention at or before the hearing.

13 **MEMORANDUM OF POINTS AND AUTHORITIES**

14 **I. INTRODUCTION**

15 Plaintiffs respectfully request Court approval for (a) attorneys’ fees in the amount of  
16 \$6,350,000; (b) litigation costs of \$1,174,531.06; and (c) service awards to the five Named Plaintiffs  
17 collectively not to exceed \$75,000. The fee request represents a negative multiplier of 0.59 of Class  
18 Counsel’s lodestar. To date, Class Counsel have spent over 17,191 hours litigating the case, incurred  
19 \$10.8 million in lodestar attorneys’ fees, and advanced \$1,174,531.06 in litigation expenses.

20 As set forth herein, the settlement provides substantial monetary benefits and injunctive  
21 relief to directly address Plaintiffs’ allegations that Defendant Aegis Senior Communities  
22 (“Defendant”) misleadingly failed to disclose that resident assessments at their assisted living  
23 facilities in California and Washington would not be used to set facility staffing. The fee award  
24 sought is fair, reasonable, and justified under the applicable law and the factual circumstances given  
25 the substantial benefits obtained for the Settlement Class, the work performed to achieve that  
26 settlement, the complexity of the case, the risks and challenges faced in bringing this case, the  
27 experience of counsel and the fees commonly awarded in cases of this type. For the reasons set  
28 forth herein, Plaintiffs respectfully request that this motion be granted.

1 **II. BACKGROUND**

2 **A. Case Overview**

3 On April 12, 2016, the California Named Plaintiffs June Newirth, by and through her  
4 successor-in-interest, Kathi Troy; and Elizabeth Barber, Andrew Bardin, and Thomas Bardin as  
5 successors-in-interest to the Estate of Margaret Pierce, on behalf of themselves and all others  
6 similarly situated (together, “California Named Plaintiffs”) filed this action against Defendant.  
7 Filed as a putative class action, the lawsuit sought relief on behalf the California Named Plaintiffs  
8 and all persons who resided in any of Defendant's California assisted living facilities since April  
9 12, 2012. The California Named Plaintiffs asserted claims for damages and other relief under  
10 California’s Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* (“CLRA”),  
11 California's unfair competition statute, Bus. & Prof. Code §§ 17200 *et seq.* (“UCL”) and the  
12 Financial Elder Abuse statute, Cal. W&I Code § 15610.30 (collectively, the “California Claims”).

13 On March 8, 2018, the Plaintiffs filed a putative class action complaint against Defendant  
14 in the Superior Court of Washington, County of King. On October 15, 2018, Washington Named  
15 Plaintiff Carol M. Morrison by Stacy A. Van Vleck as Attorney-in-Fact on behalf of herself and  
16 all others similarly situated (“Washington Named Plaintiff”) filed a First Amended Complaint  
17 captioned *Carol M. Morrison, et al. v. Aegis Senior Communities, LLC, dba Aegis Living*, case no.  
18 18-2-06326-4-SEA (“Washington Action”), for claims arising under Washington’s Consumer  
19 Protection Act (“CPA”, RCW § 19.86.020) and Financial Exploitation of Vulnerable Adults  
20 Statute (RCW § 74.34.020, 74.34.200) (collectively, the “Washington Claims”). The Washington  
21 Action sought relief on behalf the Washington Named Plaintiff and all persons who resided in any  
22 of Defendant's Washington assisted living facilities since March 8, 2014.

23 The crux of Plaintiffs’ cases in California and Washington is that Defendant misleadingly  
24 failed to disclose that resident assessments performed by its personnel would not be used to set  
25 facility staffing, but instead that Defendant failed to disclose that staffing is primarily determined  
26 by labor budgets and profit objectives. (Third Amended Complaint, Dkt. No. 212, ¶¶ 2-8.) The  
27 lead claim for monetary relief in the lawsuit has been the recovery of the approximately \$54 million  
28 in Community Fees paid by Defendant’s residents in California and Washington. Under Plaintiffs’



1 case theory, the Community Fees would not have been paid had residents known the “true” facts  
2 that resident assessments are not used to set facility staffing. Unlike other charges—such as care  
3 fees as to which residents arguably received some value for services rendered— the Community  
4 Fees arguably are the least likely to be affected by Defendant’s offset and related defenses.

5 **B. Class Counsel Expended Considerable Time and Resources to Investigate,**  
6 **Litigate, and Settle These Class Claims**

7 The California and Washington Actions have been vigorously litigated from inception. In the  
8 California Action, following Plaintiffs’ filing of the First Amended Complaint, Defendant removed to  
9 Federal Court on July 14, 2016. On July 21, 2016, Defendant filed a motion to compel arbitration  
10 and dismiss class claims and a motion to dismiss the First Amended Complaint. On August 24,  
11 2016, the California Named Plaintiffs filed a Second Amended Complaint. On September 21, 2016,  
12 Defendant filed a motion to dismiss the Second Amended Class Action Complaint. On May 18,  
13 2017, the District Court denied Defendant’s motion to dismiss the Second Amended Class Action  
14 Complaint. On July 28, 2017, Defendant renewed its motion to compel arbitration and dismiss class  
15 claims. On September 29, 2017, the District Court denied Defendant’s renewed motion to compel  
16 arbitration and dismiss class claims. On October 27, 2017, Defendant filed a Notice of Appeal and  
17 motion to stay pending the appeal. On November 21, 2017, the District Court denied Defendant’s  
18 motion to stay pending the appeal. On July 24, 2019, the United States Court of Appeals for the  
19 Ninth Circuit affirmed the District Court’s order denying Defendant’s motion to compel arbitration.  
20 On September 10, 2019, Defendant answered the Second Amended Complaint, wherein Defendant  
21 expressly denied the allegations and claims alleged in the Second Amended Complaint. On October  
22 4, 2019, Defendant filed a motion to strike the class definition or to deny class certification in the  
23 alternative. On October 18, 2019, Defendant filed a motion for summary judgment. On October 21,  
24 2019, the California Named Plaintiffs filed a motion for class certification. The District Court  
25 subsequently granted the stipulated requests by the California Named Plaintiffs and Defendant  
26 (together, “California Parties”) to continue the hearings on the motion for class certification and  
27 motion for summary judgment. When the California Parties notified the District Court about this  
28 settlement on July 23, 2020, the District Court denied, without prejudice, the motion for class  
certification, motion for summary judgment, motion to strike the class definition or deny class

1 certification, subject to renewal if this settlement is not consummated.

2 In the Washington Action, following Plaintiff's amendment to the initial complaint, Defendant  
3 filed a motion to deny class certification on October 17, 2019. Plaintiff's opposition to the motion to  
4 deny class certification entailed twenty-seven pages of briefing and approximately 210 pages of  
5 record evidence. On May 1, 2020, the Washington state court (Hon. Marshall Ferguson) denied  
6 Defendant's motion. On October 25, 2019, Defendant answered the First Amended Complaint,  
7 wherein Defendant expressly denied the allegations and claims alleged.

8 On May 4, 2021, this District Court granted the parties' stipulated motion to permit the  
9 joinder of the California and Washington Actions and the filing of the Third Amended Complaint, to  
10 effectuate the global settlement of the two actions. Accordingly, on May 5, 2021, Plaintiffs filed  
11 their Third Amended Complaint.<sup>1</sup>

12 **1. Factual Investigation and Discovery.**

13 Class Counsel's factual investigation and discovery required substantial attorney time and  
14 expenses. After the initial Complaint was filed, Plaintiffs engaged in substantial investigation and  
15 discovery. In the California Action, those efforts included extensive review of public documents  
16 prior to the filing of the lawsuit, written and deposition discovery, including written discovery  
17 responses exchanged between the parties, Defendant's production of approximately 132,483 pages  
18 of documents, including approximately 621 Excel files, and eleven depositions, including  
19 Defendant's executive and facility-level personnel, and designated Persons Most Knowledgeable,  
20 the Plaintiffs' experts, and two witnesses knowledgeable about the claims of the California Named  
21 Plaintiffs; as well as data intensive discovery resulting in the production of electronic employee  
22 payroll data as well as meet and confer efforts among Defendant and its resident assessment  
23 software vendor to obtain Defendant's electronic resident assessment data. (*See* Declaration of  
24 Kathryn Stebner, Exhibit C of the Notice of Lodgment ("NOL") ("Stebner Decl."), ¶¶29.)

25 In the Washington Action, those efforts included extensive review of public documents  
26

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27 <sup>1</sup> The work to develop the case theory and litigate the California Action, including work performed  
28 by Plaintiffs' Counsel, Named Plaintiffs, and Plaintiffs' experts, as well as the incurred litigation  
costs supported the prosecution of the Washington Action. (*See* Stebner Decl., ¶¶47, 49.)

1 prior to the filing of the lawsuit, extensive written and deposition discovery, Defendant's  
2 production of approximately 82,063 pages of documents, including 3,667 Excel and native files,  
3 and the depositions of three witnesses, including the Class Representative in this action; as well as  
4 data intensive discovery resulting on the production of electronic employee payroll data and  
5 resident assessment data. (Stebner Decl., ¶30.)

6 The electronic payroll and assessment data was used by Plaintiffs' staffing experts to  
7 undertake a "shortfall" analysis regarding sample facilities in both states. Additionally, Plaintiffs  
8 in both actions engaged in extensive meet and confer efforts, motion practice, and discovery  
9 hearings to obtain Defendant's documents and interrogatory responses. (Stebner Decl., ¶¶31-32.)

## 10 **2. Class Counsel's Coordination of Efforts**

11 Class Counsel consisted of a team of experienced attorneys from various law firms, each with  
12 a special set of skills and resources which contributed to the investigation, prosecution and eventual  
13 resolution of this class action. The Class Counsel firms offered considerable expertise litigating  
14 individual and complex cases against assisted living and skilled nursing facilities, and other complex  
15 class actions. Class Counsel coordinated their efforts to maximize efficiency and avoid duplication of  
16 work. Each firm took a leadership role in certain aspects of the case and made a particular  
17 contribution to advancing the litigation on behalf of the Class. While Class Counsel consistently  
18 delegated duties to particular firms, they also marshaled their shared expertise on projects at key  
19 moments in the case. Class Counsel consulted each other regularly to devise strategy, make key  
20 decisions and craft the top-quality work product necessary to successfully prosecute the case. The  
21 delegation of tasks and cooperation around high-stakes decisions and briefing were always carried out  
22 foremost for the benefit of the Class. (Stebner Decl., ¶46.) Multiple Class Counsel firms were also  
23 necessary to marshal the financial resources to litigate the California and Washington Actions, which  
24 included litigation expenses for extensive expert support. (Stebner Decl., ¶48.) As discussed herein,  
25 Class Counsel have collectively advanced \$1,174,531.06 in expenses to date.

## 26 **3. Settlement Reached Through Extensive Arm's Length Negotiations**

27 The global settlement agreement for the Californian and Washington Actions was reached  
28 through extensive arm's length negotiations. This included two full-day mediations of the

1 California Action on May 29, 2018 and October 2, 2018, before Hon. Ronald Sabraw (ret.) of  
2 JAMS in San Jose, California; a full-day joint mediation of the California Action and Washington  
3 Action on October 22, 2019 before Hon. Bruce Hilyer (ret.) of Hilyer Dispute Resolution in  
4 Seattle, Washington; and a full-day joint mediation of the California Action and Washington  
5 Action on March 24, 2020 before Hon. Rebecca Westerfield (ret.) of JAMS in San Francisco,  
6 California. Although the case did not resolve at the March 24, 2020 mediation session, the parties  
7 continued settlement efforts, which led to this settlement. (Stebner Decl., ¶33.) Here, there is no  
8 clear sailing provision on fees or costs in the Settlement Stipulation. Rather, it simply caps the  
9 maximum request that Plaintiffs can submit. (See SS, ¶¶ 7.2 and 7.3; Stebner Decl., ¶41.)

#### 10 4. Class Counsel Overcame Formidable Challenges

11 The benefits of the Settlement are substantial, particularly given the numerous obstacles Class  
12 Counsel overcame to achieve it and the risks of continued litigation for the Class. As reflected in the  
13 motion practice discussed above, the pleadings and discovery matters were heavily contested in both  
14 the California and Washington Actions. With Defendant's repeated attacks on the pleadings, Class  
15 Counsel had no choice but to devote extensive resources to defend and re-plead Plaintiff's claims.  
16 Further, Plaintiff's Counsel faced substantial risks in agreeing to prosecute these class actions on a  
17 contingency fee basis. In litigating this case, Plaintiff confronted several arguments that presented  
18 potential risks. Plaintiffs face significant challenges with respect to class certification. Among  
19 other arguments, Defendant contends that Plaintiffs' claims necessarily require consideration of  
20 the care services provided (or not) to each resident. According to Defendant, that will trigger  
21 individual issues and thus negate class certification, under cases such as *Walmart* and *Comcast*.  
22 Defendant also contends that written arbitration agreements between Defendant and up to  
23 approximately 90% of the class member residents preclude a litigation class in this case. (Stebner  
24 Decl., ¶42.) While Plaintiffs believe the claims asserted are proper for class treatment,  
25 Defendant's anticipated challenge to class certification is a litigation risk that bears on the overall  
26 settlement evaluation. Even if the Court certified a litigation class, Defendant is expected to raise  
27 vigorous trial defenses as to both liability and damages. For example, Defendant has asserted that  
28 residents received value (in the form of care services and other benefits) that negate (or at least

1 mitigate) recovery. Defendant also argues that there is no misrepresentation or omission  
2 concerning staffing or staffing levels at Aegis' communities, or the use of assessments in setting  
3 or reviewing staffing or staffing levels. Defendant contends that resident assessments are  
4 considered in setting or reviewing staffing at its communities, and that prospective residents based  
5 their decision to enter Aegis' facilities on non-staffing factors. If these cases had been litigated to  
6 conclusion, Plaintiffs believe they would likely have obtained class certification and prevailed at trial  
7 on the merits. But Defendant's contentions, asserted by extremely skilled and experienced counsel,  
8 raised real litigation risks. Further, proceeding to trial (and the inevitable appeal) could add several  
9 years to the resolution of these cases. Given the elderly status of most class members, the  
10 potential for years of delayed recovery is a significant concern. (Stebner Decl., ¶43.)

11 Furthermore, the impact of the COVID-19 pandemic cannot be overstated. Under the  
12 extraordinary and uncertain circumstances when the parties reached a putative settlement in July  
13 2020, the West Coast had just come off the initial surge in infections with no prospect of a  
14 vaccine. Indeed, the first major COVID-19 hotspot was at a long term care center in a suburb of  
15 Seattle, Washington. The COVID-19 infection rate was soaring in long term care facilities, posing  
16 a significant threat to the health and safety of class member residents. For example, studies have  
17 found that although less than one percent of the American population lives in long term care  
18 facilities, they have accounted for over a third of US COVID-19 deaths. The pandemic also posed  
19 a real and long term threat to the financial viability of businesses including Aegis. In addition to  
20 contemplating Defendant's bleak financial picture, there were a slew of bills and executive appeals  
21 seeking broad legal immunity including for the long term care industry. Moreover, as the Court is  
22 well aware, the myriad uncertainties arising from the pandemic also included months-long delays  
23 in civil cases, the cessation of jury trials, and the possibility of courts closing their doors  
24 completely in response to the pandemic. (See Stebner Decl., ¶43.)

25 **C. Class Counsel Achieved Substantial Benefits for the Class.**

26 As a result of Class Counsel's vigorous prosecution and negotiation, Class Counsel secured  
27 important and substantial benefits for the Class. (A copy of the parties' Stipulation of Settlement is  
28 attached as Exhibit 1 to the Notice of Lodgment.) The key terms are:

1                   **1. The Settlement Fund**

2           Defendant has agreed to pay \$16.25 million to resolve all monetary obligations owed  
3 under the settlement. In addition to the Settlement Awards paid to Settlement Class Members, the  
4 Fund will be used to pay notice/administration costs (not to exceed \$105,000), service awards of  
5 \$15,000 to each Named Plaintiff (totaling \$75,000), reimbursement of litigation expenses not to  
6 exceed \$1.3 million, and Plaintiffs' attorneys' fees in the amount approved by the Court but not  
7 exceed \$6.35 million. Factoring in the reserve of \$25,000 to cover late claims, the estimated  
8 amount available to fund payments to class members is roughly \$8.395 million. Significantly,  
9 there will be no reversion of any portion of the Settlement Fund to Defendant. Rather, unused  
10 reserve funds as well as uncashed or returned checks will be used to fund a second round of  
11 Settlement Awards to identified class members. Alternatively, if the remaining amounts make a  
12 second distribution economically impractical, the balance will be distributed to a *cy pres* recipient,  
13 nominated by Plaintiffs' Counsel and approved by the Court. (SS, ¶7.9; Stebner Decl., ¶¶34-35.)<sup>2</sup>

14                   **2. Substantial Settlement Payments to Class Members**

15           The Agreement provides for cash payments to Settlement Class Members (or if deceased,  
16 their legal successors) on a direct distribution basis, with no claim form requirement. The parties  
17 estimate the Settlement Class consists of approximately 10,069 current and former residents. For  
18 Settlement Class Members who paid a net Community Fee of \$500 or more, the projected average  
19 settlement payment is approximately \$950 in California and \$1,550 in Washington. The Settlement  
20 Administrator proposed by the parties (CPT Group, Inc.) will mail settlement checks to each  
21 Settlement Class Member for whom a valid address exists. (See SS, ¶7.2 and Amendment to SS,  
22 ¶7.6; Stebner Decl., ¶¶36-37.)<sup>3</sup>

23           The projected average Settlement Awards in California and Washington compare favorably  
24 with the likely recovery if the cases were tried. The lead claim for monetary relief in the lawsuit

25 \_\_\_\_\_  
26 <sup>2</sup> The proposed *cy pres* recipient is Groceries for Seniors, a non-profit based in San Francisco  
providing free food to poor, elderly people. (Stebner Decl., ¶35.)

27 <sup>3</sup> For Settlement Class Members who paid a net Community Fee of \$499 or less, the Settlement  
28 Award will be \$50. For Settlement Class Members who paid Community Fees before November  
2010 (and thus specific payment amounts are unavailable), the Settlement Award is calculated  
pursuant to formula. (See SS, ¶¶7.2 and Amendment to SS, ¶7.6; Stebner Decl., ¶37.)

1 has been the recovery of the approximately \$54 million in Community Fees paid by residents in  
2 California and Washington. Under Plaintiffs’ case theory, the Community Fees would not have  
3 been paid had residents known the “true” facts that resident assessments are not used to set facility  
4 staffing. Unlike other charges—such as care fees as to which residents arguably received some  
5 value for services rendered—the Community Fees arguably are the least likely to be affected by  
6 Defendant’s offset and related defenses. As discussed above, Defendant has agreed to pay a  
7 settlement fund of \$16.25 million, of which roughly \$8.395 will be available for distribution to  
8 class members. Based on the proposed apportionment between the California and Washington  
9 Subclasses based on the respective percentage of the amount of total Community Fees paid, that  
10 translates to an estimated average Settlement Payment Percentage of approximately 13.9% of the  
11 average Community Fees paid by the California Subclass, and approximately 15.3% of the average  
12 Community Fees paid by the Washington Subclass. Further, the actual settlement awards will  
13 likely exceed the projected averages. To be sure, the Settlement Administrator is tasked with  
14 making all reasonable efforts to locate and pay all Settlement Class Members (or their legal  
15 successors). Still, the practical reality is some Class Members will not be located or not have  
16 successors. As such, some funds will go undistributed. If so, under the Agreement, the  
17 Administrator will use those funds to increase the payment amounts for the Class Members who  
18 have been located. (See SS ¶ 7.9.; Stebner Decl., ¶38.)

### 19 **3. Stipulated Injunction**

20 The Stipulation of Settlement also includes substantial non-monetary relief in the form of  
21 the Stipulated Injunction, which subject to Court approval, will commence on the Effective Date  
22 and remain in place for three years from that date. (NOL, Ex. A(1) – Stipulated Injunction, ¶ 13;  
23 SS, ¶ 7.1). Among other terms, the Injunction requires Defendant to adhere to disclosure  
24 requirements; to ensure continued compliance with all applicable regulations, including those  
25 related to provide staffing levels sufficient to provide current residents with the care services set  
26 forth in their service plans; to set staffing at its facilities based on Aegis’s determination of the  
27 staffing hours reasonably required to perform the assessed care tasks needed by the residents as  
28 determined by Aegis’s assessment procedures, the amount of time it takes to accomplish the given

1 tasks, the experience and/or education of the staff, and the ability of staff to perform various tasks  
 2 in parallel; and to implement an auditing process for Aegis to investigate and correct deviations  
 3 from Aegis care standards. The Injunction addresses the alleged failures to provide sufficient  
 4 staffing. (Stipulated Injunction, ¶¶ 1-10; Stebner Decl., ¶39.)

5 Plaintiffs' damages expert, Dr. Patrick Kennedy, calculated the residents' economic harm  
 6 that would have been incurred but-for the Injunction. Dr. Kennedy's valuation methodology has  
 7 been approved in analogous settlements by this Court and others, including in *Walsh v. Kindred*  
 8 *Healthcare*, C 11-00050 JSW, 2013 WL 6623190, \*\*3-4, 2013 U.S. Dist. LEXIS 176319, \*12  
 9 (N.D. Cal. Dec. 16, 2013). Accounting for various real-world factors such as average length of  
 10 resident stay, Dr. Kennedy conservatively quantified the avoided economic harm (which is the  
 11 equivalent of the benefit received) during the three-year period of the Injunction to be \$48,979,593  
 12 (i.e., \$23,045,600 and \$25,933,992 for resident Class Members in Defendant's California facilities  
 13 and Washington facilities respectively). (Dkt. 206-1, Declaration of Patrick Kennedy, Ph.D.  
 14 ("Kennedy Decl."), ¶¶21, 30.) The estimated per-Settlement Class Member benefits are \$4,236 and  
 15 \$6,624 in California and Washington respectively. (Kennedy Decl., ¶¶22, 31.) Those benefits are  
 16 in addition to the \$16.25 million Settlement Fund.

#### 17 **4. Payment of Service Award, Attorneys' Fees and Litigation Costs.**

18 Subject to Court approval, the Settlement Stipulation provides for Service Awards \$15,000  
 19 to each of the five Named Plaintiffs, collectively not to exceed \$75,000. As discussed below,  
 20 Named Plaintiffs devoted substantial time to the case prosecution, including with discovery,  
 21 depositions, and/or settlement negotiations. The Settlement Stipulation allows Plaintiffs to seek  
 22 attorneys' fees not to exceed \$6.35 million and litigation costs not to exceed \$1.3 million. (SS, ¶¶  
 23 1.4, 9.1, and 9.3.) Under the Settlement Stipulation, any monies not requested (or not approved) for  
 24 fees and costs will be added to the Net Settlement Fund for payment to Settlement Class Members.  
 25 (See SS, ¶¶ 7.2 and 7.3; Stebner Decl., ¶41.)

### 26 **III. THE FEE REQUEST IS FAIR, REASONABLE, AND JUSTIFIED**

27 As the underlying claims are based on state law, the Court applies state law with respect to  
 28 the fee request. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002); *Relente v.*



1 *Viator, Inc.*, 2015 WL 3613713 at \*1 (N.D. Cal., June 9, 2015).

2 In the California Action, Plaintiffs asserted California state law claims that included  
3 mandatory fee shifting provisions. The Consumers Legal Remedies Act (Cal. Civil Code §§ 1750  
4 *et seq.*, 1780(e)), as well as the California Financial Elder Abuse statute (Cal. W&I Code §  
5 15657.5), require mandatory payment of attorneys’ fees and costs to successful plaintiffs. Thus,  
6 some award of attorneys’ fees is mandatory. *Kim v. Euromotors West/The Auto Gallery*, 149  
7 Cal.App.4th 170, 177 (2007). The California Unfair Competition Law (UCL) claim will also  
8 support fee recovery under the “private attorney general” theory if the lawsuit enforces an  
9 important right affecting the public interest. Code Civ. Proc., § 1021.5; *Laffitte v. Robert Half*  
10 *Internat. Inc.*, 1 Cal.5th 480, 489 (2016). Further, under California law, the court may award  
11 reasonable attorneys’ fees and costs when a litigant in a representative capacity has achieved a  
12 “substantial benefit” for the class. *Serrano III v. Priest*, 20 Cal.3d 25, 38 (1977) (“*Serrano III*”).

13 In the Washington Action, the Washington state law claims also include mandatory fee  
14 shifting provisions. See RCW § 19.98.090 (CPA); RCW § 74.34.200(3) (Financial Exploitation).  
15 Washington courts consider the value of “future benefits” in determining the overall recovery  
16 obtained. *Vizcaino*, 142 F. Supp. 2d at 1302; see also, *Bowles v. Department of Retirement*  
17 *Systems*, 121 Wash.2d 52, 70–74 (1993). Overall, Washington courts also look to federal law for  
18 guidance on attorneys’ fee awards. *Vizcaino*, 290 F.3d at 1047.

19 There are two methods of calculating attorneys’ fees in civil class actions: (1) the  
20 lodestar/multiplier method, and (2) the percentage of recovery method. *Wershba v. Apple*  
21 *Computer, Inc.*, 91 Cal.App.4th 224, 254 (2001). Under Washington law, the percentage of  
22 recovery approach is generally used in calculating fees in common fund cases. *Vizcaino v.*  
23 *Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002); *Bowles v. Dep’t of Ret. Sys.*, 121 Wash.2d  
24 52, 72 (1993). California law also allows the percentage of recovery approach with a lodestar  
25 cross-check. *Laffitte*, 1 Cal.5th at 503. Under Ninth Circuit law, the court has discretion to choose  
26 either the lodestar method or percentage of recovery in common fund cases. *Vizcaino*, 290 F.3d at  
27 1047; *In Re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1295-96 (9th Cir. 1994).

28 The Ninth Circuit has approved the use of a lodestar method where the underlying claims

1 provide for fee-shifting and the relief obtained includes an injunction. *See In re Bluetooth Headset*  
 2 *Prods. Liab. Litig.*, 654 F.3d 935, 944 (9th Cir. 2011) (The “lodestar method” is appropriate in  
 3 class actions brought under fee-shifting statutes (such as federal civil rights, securities, and patent  
 4 acts), where the relief sought—and obtained—is often primarily injunctive in nature, but where  
 5 the legislature has authorized the award of fees to ensure compensation for counsel undertaking  
 6 socially beneficial litigation); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir.1998);  
 7 *Relente v. Viator, Inc.*, 2015 WL 3613713 at \* \_\_ (ND Cal, June 9, 2015).

8 However, the Ninth Circuit has also noted the judicial economy benefits of the percentage  
 9 of recovery approach:

10 “Where a settlement produces a common fund for the benefit of the entire class, courts have  
 11 discretion to employ either the lodestar method or the percentage-of-recovery method. *In re*  
 12 *Mercury Interactive Corp.*, 618 F.3d 988, 992 (9th Cir.2010) (citing *Powers v. Eichen*, 229  
 13 F.3d 1249, 1256 (9th Cir.2000)). Because the benefit to the class is easily quantified in  
 14 common-fund settlements, we have allowed courts to award attorneys a percentage of the  
 15 common fund in lieu of the often more time-consuming task of calculating the lodestar.  
 Applying this calculation method, courts typically calculate 25% of the fund as the  
 “benchmark” for a reasonable fee award, providing adequate explanation in the record of  
 any “special circumstances” justifying a departure. *Six (6) Mexican Workers v. Ariz. Citrus*  
*Growers*, 904 F.2d 1301, 1311 (9th Cir.1990); *Paul, Johnson, Alston & Hunt v. Graulty*, 886  
 F.2d 268, 272 (9th Cir.1989).” *In re BlueTooth*, 654 F.3d at 942.

16 Here, the fee request is reasonable under the lodestar and percentage of recovery analyses.<sup>4</sup>

17 **A. Plaintiffs’ Fee Request is Reasonable Under the Lodestar Analysis**

18 Under California law, “[t]he primary method for establishing the amount of reasonable  
 19 attorney fees is the lodestar method.” *In re Vitamin Cases*, 110 Cal.App.4th 1041, 1052 (2003),  
 20 (internal quotation marks and citations omitted). *See also, Serrano III*, 20 Cal.3d at 49 (quoting  
 21 *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 470 (2d Cir. 1974)); *In re Bluetooth Headset*  
 22 *Products Liab. Lit.*, 654 F.3d at 941. In consumer protection cases that provide for mandatory fee-  
 23 shifting (such as the instant case), the Court must also consider that “legislative policies are in  
 24 favor of [plaintiffs’] recovery of all attorney’s fees reasonably expended, without limiting the fees

25 \_\_\_\_\_  
 26 <sup>4</sup> It is appropriate to apply the same method of calculating fees for the full class, which includes  
 27 the two subclasses of California and Washington. The monetary benefits are divided roughly  
 28 equally between the two states, based on the net Community Fees amounts collected during the  
 respective Class Periods. The fees incurred in the Washington Action were lower than in  
 California, but the Washington subclass received the benefit of substantial work undertaken by  
 counsel and outside experts in the California Action. (*See* Stebner Decl., ¶49; Healey Decl., ¶10.)

1 to a proportion of [their] actual recovery.” *Graciano v. Robinson Ford Sales, Inc.*, 144  
 2 Cal.App.4th 140, 164 (2006). These principles support the reasonableness of this request.

3 **1. Class Counsels’ Lodestar Amounts Are Reasonable**

4 The lodestar method requires the Court to determine a lodestar figure based on a  
 5 compilation of time spent and reasonable hourly compensation for each attorney. *See, e.g.,*  
 6 *Graham v. DaimlerChrysler Corp.*, 34 Cal.4th 553, 579 (2004); *Vo v. Los Virgenes Mun. Water*  
 7 *Dist.*, 79 Cal.App.4th 440, 445 (2000); *Lealao*, 82 Cal.App.4th at 26. Generally, hours are  
 8 reasonable if they were “reasonably expended in pursuit of the ultimate result achieved in the  
 9 same manner that an attorney traditionally is compensated by a fee-paying client.” *Hensley v.*  
 10 *Eckerhart*, 461 U.S. 424, 431 (1983).

11 Here, Class Counsel were required to spend significant time, both in litigation efforts and  
 12 extended settlement negotiations. Defendants were aggressively represented, and Class Counsel  
 13 had no choice but to match or exceed their efforts. To date, Class Counsel’s total lodestar fees are  
 14 \$10,817,440.50. That includes significant work undertaken to prosecute this case through  
 15 investigation, filing, motion practice, discovery, and the eventual settlement. The primary task  
 16 categories and lodestar figures are as follows:<sup>5</sup>

<u>Firm</u>	<u>Hrs.</u> <u>(CA)</u>	<u>Ldstar.</u> <u>(CA)</u>	<u>Hrs.</u> <u>(WA)</u>	<u>Ldstar.</u> <u>(WA)</u>	<u>Hrs.</u> <u>(Tot.)</u>	<u>Ldstar.</u> <u>(Tot.)</u>	<u>Task Category</u>
Stebner and Associates	3,524.0	\$2,504,055.00	573.4	\$398,308.00	4,097.4	\$2,902,363.00	Investigation and preliminary analysis, coordination of efforts by co-counsel, client contact, witness interviews, drafting pleadings, document review, drafting written discovery requests and responses, depositions, motions, mediation briefing, settlement negotiations and preparation, settlement documentation, and contact with

22 \_\_\_\_\_  
 23 <sup>5</sup> *See* Stebner Decl., ¶61; Arns Decl., ¶11; Healey Decl., ¶11-12; Yarnall Decl., ¶11-12; Thamer  
 24 Decl., ¶15; Wallace Decl., ¶8; Marks Decl., ¶14-15; Drachler Decl., ¶6; Snyder Decl., ¶13; Fish  
 25 Decl., ¶7, and exhibits attached thereto. Class Counsel have detailed time records and expense  
 26 reports, which can be submitted for *in camera* review if the Court requests. To ensure there is no  
 27 waiver of the attorney-client privilege or work product protection, Class Counsel have provided  
 28 summaries of their respective lodestar fees and litigation expenses. Under federal and California  
 law, detailed time records are not required; attorney testimony or declarations alone as to the  
 number of hours worked on a particular case are sufficient to support an award of attorney’s fees,  
 even in the absence of detailed time records. *See, e.g., Winterrowd v. American General Annuity*  
*Ins. Co.*, 556 F.3d 815, 827 (9th Cir. 2009); *Martino v. Denevi*, 182 Cal.App.3d 553, 559 (1986);  
*see also* Northern District of California Procedural Guidance for Class Action Settlements, Rule 6.

							defense counsel.	
1	Schneider	1,095.3	\$1,001,173.50	-	-	1,095.3	\$1,001,173.50	Investigation and preliminary analysis, reviewing draft pleadings, draft written discovery requests and reviewing responses, motions, deposing defendant witnesses, preparing client for deposition, document organization, settlement negotiations and preparation, assisting with the draft Injunction.
2	Wallace							
3	Cottrell							
4	Konecky							
5	Dentons	1,869.4	\$1,418,497.5	553.2	\$472,824.50	2,422.6	\$1,891,322.00	Investigation and preliminary analysis, reviewing draft pleadings, reviewing draft written discovery requests and responses, motions, depositions, mediation briefing, settlement negotiations and preparation, and settlement documentation.
6	US							
7								
8	Michael	788.5	\$588,290.00	-	-	788.5	\$588,290.00	Investigation, contact with experts, written discovery, document review, and settlement negotiations and preparations.
9	Thamer							
10	Janssen	1,377.8	\$642,521.50	467.0	\$191,710.00	1,844.8	\$834,231.5	Investigation and document review, contact with witnesses, legal research, work on pleadings, negotiations and preparations.
11	Malloy							
12	Marks	3,243.1	\$1,652,088.00	1,089.5	\$604,535.00	4,332.6	\$2,256,623.00	Review staffing, contact with experts, investigation, negotiations and preparation, assisting with the draft Injunction.
13	Balette							
14	Zwerling, Schachter & Zwerling	-	-	1,633.50	\$815,953.50	1,633.50	\$815,953.50	Investigation and preliminary analysis in WA Action, pleadings, motion practice, negotiations and preparation.
15	Ember Law	-	-	193.2	\$106,425.00	193.2	\$106,425.00	Investigation and preliminary analysis in the WA Action, reviewing and drafting pleadings, negotiations and preparation.
16	The Arns Law Firm	772.2	\$413,149.00	-	-	772.2	\$413,149.00	Investigation and preliminary analysis in the CA Action, reviewing and drafting pleadings, negotiations and preparation.
17								
18	Needham Kepner & Fish	11.3	\$7,910.00	-	-	11.3	\$7,910.00	Investigation and preliminary analysis in the CA Action, reviewing and drafting pleadings.
19	<b>Total</b>	12,681.6	\$8,227,684.50	4,509.8	\$2,589,756.00	<b>17,191.4</b>	<b>\$10,817,440.50</b>	

20 The number of hours that Class Counsel devoted to this case is reasonable. *See, e.g.,*

21 *Ketchum v. Moses*, 24 Cal.4th 1122, 1133 (2001) (fee award should be “fully compensatory [and]

22 absent circumstances rendering the award unjust, an attorney fee award should ordinarily include

23 compensation for *all* the hours reasonably spent.”) (emphasis in original); *Serrano III*, 20 Cal.3d at

24 49. While collaboration between Class Counsel was necessary and important to successful

25 prosecution, each firm was assigned lead responsibility on specific task areas to minimize the

26 potential for duplication. As Class Counsel’s declarations make clear, all time reported in the chart

27 above was for necessary and non-duplicative tasks, and calculated at counsel’s reasonable billing

28 rates. Additionally, tasks were delegated when possible to associate attorneys or legal assistants.

1                   2.        **Class Counsels' Hourly Rates Are Well Within the Prevailing Rates**

2           The second step is determining the reasonable market value of the attorneys' services at an  
3 hourly rate. *Ketchum*, 24 Cal.4th at 1134; *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 979  
4 (9th Cir. 2008). This rule applies even when, as here, attorneys from several firms representing  
5 Named Plaintiffs normally work on a contingent fee basis. *See, e.g., Robertson v. Fleetwood*  
6 *Travel Trailers of Cal., Inc.*, 144 Cal.App.4th 785, 818 (2006). Rates are reasonable if they are  
7 "within the range of reasonable rates charged by and judicially awarded comparable attorneys for  
8 comparable work." *Children's Hosp. and Med. Ctr. v. Bonta*, 97 Cal.App.4th 740, 783 (2002). A  
9 reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and experience in  
10 the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal.4th 1084, 1095 (2000).  
11 Declarations regarding the prevailing market rate in the relevant community are sufficient to  
12 establish a reasonable hourly rate. *See Widrig v. Apfel*, 140 F.3d 1207, 1209 (9th Cir. 1998).

13           Class Counsel have substantial experience in class action litigation and, in particular,  
14 consumer class action cases involving assisted living facilities and skilled nursing facilities. They  
15 brought a unique blend of expertise and skill, including specialized knowledge in elder care class  
16 actions and complex litigation vital to the success of this case. (Stebner Decl. ¶5.) Here, the rates  
17 requested by Class Counsel are well within the rates charged by skilled counsel in the venue in  
18 similar complex civil litigation. (Declaration of Richard Pearl, ¶¶10-13.) The rates requested here  
19 are similar or equal to Class Counsel's rates in class actions against operators of assisted living  
20 and skilled nursing facilities previously approved by U.S. District Judge Vince Chhabria in *Carnes*  
21 *v. Atria Senior Living, Inc.* (N.D. Cal., case no. 3:14-cv-02727-VC); U.S. District Judge Haywood  
22 Gilliam in *Winans v. Emeritus Corporation* (N.D. Cal., case no. 3:13-cv-03962-HSG); Chief  
23 Judge of the Northern District of California Claudia Wilken in *Wehlage v. Evergreen at Arvin*  
24 *LLC* (N.D. Cal., case no. 3:10-cv-05839-CW); U.S. District Judge Jeffrey S. White in *Walsh v.*  
25 *Kindred Healthcare, et al.* (N.D. Cal., case no. 3:11-cv-00050-JSW); Hon. Stephen Kaus in  
26 *Lollock v. Oakmont Senior Living, LLC, et al.* (Alameda Cty. Sup. Ct., Case No. RG17875110);  
27 Hon. Robert Freedman in *Valentine v. Thekke Health Services, Inc., et al.* (Alameda Cty. Sup.  
28 Ct., Case No. RG10546266); Hon. Wynne Carvill in *Shuts v. Covenant Holdco LLC* (Alameda

1 Cty. Sup. Ct., Case No. RG 10551807), *Dalao v. LifeHouse Holdings, LLC* (Alameda Cty. Sup.  
 2 Ct., Case No. RG12660602), and *Correa v. SnF Management Company, LLC* (Alameda Cty. Sup.  
 3 Ct., Case No. RG-13664498); Hon. Jane Johnson in *Montreuil v. The Ensign Group, Inc.* (Los  
 4 Angeles Cty. Sup. Ct., Case No. BC449162); Hon. Richard Kramer in *Hernandez v. Golden Gate*  
 5 *Equity Holdings, LLC* (San Francisco Cty. Sup. Ct., Case No. CGC-10-505288); and Hon. George  
 6 Hernandez, Jr. in *Regina v. Hycare, Inc.* (Alameda Cty. Sup. Ct., Case No. RG-12647573).

7 (Stebner Decl., ¶51.) Given that Class Counsel’s hourly billing rates have been approved by  
 8 California state courts and by federal courts in this District in long term care facility class actions,  
 9 Class Counsel’s hourly rates are “in line” with prevailing market rates and are reasonable.

10 **B. Plaintiffs’ Fee Request Represents a Negative Multiplier of Their Lodestar**

11 Class Counsel’s fee request represents a *negative* multiplier of the lodestar fees incurred in  
 12 prosecuting this case, which is another reason this motion should be granted. As the California  
 13 Supreme Court has held, contingency fees should be higher than fees for the same legal services  
 14 paid concurrently with the provision of the services. *Ketchum*, 24 Cal.4th at 1132-33; *see also*  
 15 *Fischel v. Equitable Life Assurance Soc’y of the United States*, 98 Fed.App’x. 581, 583 (9th Cir.  
 16 2004) (holding that it is an abuse of discretion to fail to apply a risk multiplier when attorneys take  
 17 a case with the expectation that they will receive a risk enhancement if they prevail, their hourly  
 18 rate does not reflect that risk, and there is evidence that the case was risky). “A lawyer who both  
 19 bears the risk of not being paid and provides legal services is not receiving the fair market value of  
 20 his work if he is paid only for the second of these functions. If he is paid no more, competent  
 21 counsel will be reluctant to accept fee award cases.” *Ketchum*, 24 Cal.4th at 1133. Application of  
 22 that rule is particularly appropriate where the case is brought to redress important rights of  
 23 vulnerable persons. *Id.* A risk enhancement is neither a bonus nor a windfall. It is “earned  
 24 compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather it is intended to  
 25 approximate market-level compensation for such services which typically pay a premium for the  
 26 risk of nonpayment or delay in payment of attorney’s fees.” *Ketchum*, 24 Cal.4th at 1138.

27 Multipliers normally range from two to four or higher. *Wershba*, 91 Cal.App.4th at 255;  
 28 *see also Vizcaino*, 290 F.3d at 1051 n.6 (“most” common fund cases apply a multiplier of 1.0-4.0);

1 *Been v. O.K. Industries, Inc.*, No. CIV-02-285-RAW, 2011 U.S. Dist. LEXIS 115151, at \*30, 32  
 2 (E.D. Okla., Aug. 16, 2011) (citing a study, “Attorney Fee Awards in Common Fund Class  
 3 Actions, 24 No. 2 CLASS ACTION REPORT 4 (Apr. 2003), “reporting an average multiplier of  
 4 3.89 in survey of 1,120 class action cases” and finding that a multiplier of 2.43 would be “per se  
 5 reasonable”). This Court found reasonable a multiplier of 2.67. *Galeener v. Source Refrigeration  
 6 & HVAC, Inc.*, 3:13-cv-04960-VC (N.D. Cal.) Aug. 21, 2015 Order, Dkt. 158 at ¶5.

7 Factors to determine if a multiplier is appropriate generally include: (1) risks presented by  
 8 the contingent nature of the case; (2) novelty and difficulty of the questions involved and skill  
 9 requisite to perform the legal service properly; (3) nature of the opposition; (4) preclusion of other  
 10 employment by the attorney due to acceptance of the case; and (5) result obtained and importance  
 11 of the lawsuit to the public. *Graham*, 34 Cal.4th at 582; *Serrano III*, 20 Cal. 3d at 48-49.

12 Here, all these factors favor approval of a positive multiplier, even though Class Counsel’s  
 13 present fee request represents a negative multiplier. To date, Class Counsel have incurred  
 14 \$10,817,440.50 in attorneys’ fees and advanced \$1,174,531.06 in litigation costs. Class Counsel’s  
 15 fee request represents fifty-nine percent (59%) of the lodestar fees incurred in prosecuting this  
 16 case. Clearly, this is a not a situation where the attorneys’ fee represents a  
 17 “windfall”. Considering the additional attorney time required for settlement approval and  
 18 implementation phases, the projected fee discount will be even greater.

19 **1. Risks Presented by the Contingent Nature of Recovery**

20 As noted above in *Ketchum*, the major consideration in determining the necessity of a  
 21 multiplier is the contingent nature of the award. 24 Cal.4th at 1132-33. In determining what  
 22 multiplier to award, the probability of success must be assessed from the outset of the case. *See*  
 23 *e.g., Harman v. Lyphomed, Inc.*, 945 F.2d 969, 976 (7th Cir. 1991). Further, the possibility of no  
 24 recovery is only one of the uncertainties involved in taking on such a case. Other uncertainties are  
 25 the amount that will be recovered, uncertainty as to the cost, both in effort and expenses, and  
 26 uncertainty about how much time will pass before the recovery is obtained. *See e.g., Ketchum*, 24  
 27 Cal. 4th at 1132-1133, 1138; *In re Washington Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291,  
 28 1299-1300 (9th Cir. 1994) (“Contingent fees that may far exceed the market value of the services

1 if rendered on a non-contingent basis are accepted in the legal profession as a legitimate way of  
2 assuring competent representation for plaintiffs who could not afford to pay on an hourly basis.”).

3 Class Counsel have been the only counsel to represent class members in this matter and  
4 have borne the entire risk and costs of litigation on a contingency basis for over five years  
5 (California Action was filed in April 2016). Class Counsel’s outlay of time and money in this  
6 case has been significant. In all, Class Counsel and their staffs have spent over 17,000 hours  
7 investigating, analyzing, researching, litigating, and negotiating a favorable resolution of this case,  
8 and have incurred \$1.17 million in necessary litigation expenses. Unsettled legal issues also  
9 presented risks to the claims in this case. Class Counsel bore the substantial risk of an uncertain  
10 outcome in agreeing to prosecute this class action case on a contingency fee basis, as well as the  
11 difficulties and delay inherent in such complex litigation. There was the prospect of the enormous  
12 cost inherent in class action litigation, as well as extensive negotiations with corporate defendants  
13 who retained a premier defense firm. Class Counsel risked significant time and expense to ensure  
14 the successful class settlement. When this case was accepted for prosecution, Class Counsel knew  
15 of the risk but also considered the possibility of a risk-related multiplier, as their hourly rates do  
16 not include consideration of risk. (Stebner Decl., ¶45.)

## 17 **2. Difficulty of the Questions Involved and the Skill Required**

18 Class Counsel are skilled attorneys who have had success in class actions, including three  
19 prior class actions against an assisted living facility operator and multiple understaffing cases  
20 against the skilled nursing industry. (Stebner Decl., ¶¶5-9.) This case required experienced and  
21 competent lawyers and expertise in the issues presented herein. To obtain such an attorney on the  
22 free market, a client must pay the prevailing market rate. While most class actions are complex  
23 and involve some risk, Class Counsel had to overcome several major obstacles in prosecuting this  
24 case. As reflected in motion practice before the Court, the case raised novel issues, and the  
25 pleadings were heavily contested. Furthermore, Plaintiffs faced significant challenges with  
26 respect to class certification. Although Plaintiffs believe they would prevail at trial with respect to  
27 these and other anticipated defense arguments, Defendant’s contentions, asserted by extremely  
28 skilled and experienced counsel, raised trial risks. Any of these obstacles on their own may have



1 prevented the Class from recovering anything. Further, proceeding to trial would have added  
 2 years to the resolution of this case because of the difficult legal and factual issues raised and the  
 3 likelihood of appeals. Given the elderly status of most class members, the potential for years of  
 4 delayed recovery is a significant concern. This Settlement provides immediate relief without the  
 5 delay associated with protracted litigation, trial, and a likely appeal. Class Counsel should be  
 6 commended (not penalized) for obtaining substantial benefits for the Class through settlement in  
 7 light of the significant risks of continued litigation and the advanced age of many of the Class. *See*  
 8 *Lealao*, 82 Cal.App.4th at 52. California courts place “an extraordinarily high value” on  
 9 settlement, and successful counsel should be rewarded, not punished, for achieving this goal. *Id.*

### 10 **3. Vigorous Opposition by Defendant**

11 Plaintiffs who skillfully overcome difficult issues or uncompromising opposition in the  
 12 litigation are entitled to a fee enhancement. *Serrano III*, 20 Cal.3d at 49; *Edgerton v. State Pers.*  
 13 *Bd.*, 83 Cal.App.4th 1350, 1363 (2000). Here, Defendant asserted a vigorous defense including  
 14 motions to dismiss the First and Second Amended Complaints. Defendant also contended that  
 15 written arbitration agreements with most residents preclude a litigation class in this case although  
 16 Plaintiffs believe the claims asserted are proper for class treatment. The settlement effort was  
 17 protracted, with extended discussions, four formal mediation sessions, and several instances in  
 18 which it appeared the parties would not reach a settlement. (*See* Stebner Decl., ¶33.)

### 19 **4. Preclusion of Other Employment Justifies an Enhancement**

20 There are only so many cases that Class Counsel can take at any one time. Consequently,  
 21 there were other meritorious cases presented to Class Counsel that would have generated  
 22 substantial fees, but were declined, during the pendency of this action to devote the attention  
 23 necessary to achieve favorable results. (Stebner Decl., ¶64.)

### 24 **5. Result Obtained and Importance to the Public Justify Enhancement**

25 The results obtained in litigation “can properly be used to enhance a lodestar calculation  
 26 where an exceptional effort produced an exceptional benefit.” *Graham*, 34 Cal. 4th at 582;  
 27 *Edgerton*, 83 Cal.App.4th at 1363 (“excellent results achieved by plaintiffs” justified a fee  
 28 enhancement); *see also Jarman v. HCR Manorcare, Inc.* (Aug. 17, 2020, S241431) \_\_ Cal.5th\_\_

1 [2020 WL 4744241] (“[i]njunctive relief would help to ensure that violations are not committed  
 2 going forward, consistent with the preventative purpose of the Long-Term Care Act”). Here, in  
 3 addition to cash payments, the settlement produced substantial non-monetary relief in the form of  
 4 an Injunction as described above (Section II(C)(3) *supra*). The injunction accomplishes what  
 5 Plaintiffs sought to achieve when they took on the prosecution of this case and will benefit the  
 6 Settlement Class and other prospective residents of Defendant’s facilities who are among the most  
 7 vulnerable members of our society. Again, all these factors collectively favor approval of a  
 8 positive multiplier, even though the present fee request represents a negative multiplier.

9 **C. The Fee Request is Reasonable Under the Percentage-Of-Recovery Analysis**

10 Under the percentage of recovery approach, the Court considers total value of the benefits  
 11 conferred on the class. *Serrano III*, 20 Cal.3d 25, 34; *Lealao*, 82 Cal.App.4th at 49-50; *Graciano v.*  
 12 *Robinson Ford Sales, Inc.*, 144 Cal.App.4th 140, 164 (2006); 3 *Newberg on Class Actions*, § 14.7.

13 An award of the maximum attorneys’ fees permitted under the Settlement Stipulation  
 14 (\$6.35 million) would represent approximately 39% of the Settlement Fund. Even without  
 15 consideration of the injunction value, that is within the range approved in comparable consumer  
 16 class actions. Fee awards of 35% or more are not unusual. *See, e.g., Morris v. Lifescan, Inc.*, 54  
 17 Fed. Appx. 663, 664 (9th Cir.2003) (Ninth Circuit approved 33%); *Principe v. Ukropina (In re*  
 18 *Pacific Enters. Sec. Litig.)*, 47 F.3d 373, 379 (9th Cir., 1995); *In re Ampicillin Antitrust Litig.*, 526  
 19 F. Supp. 494, 503 (D.D.C. 1981) (40.4%); *Van Gemert v. Boeing Co.*, 516 F. Supp. 412, 420  
 20 (S.D.N.Y. 1981) (36%); *Cicero v. DirectTV, Inc.*, 2010 WL 2991486, at \*7 (C.D. Cal. July 27,  
 21 2010) (case survey of class action settlements “50% [of settlement fund] is the upper limit, with  
 22 30-50% commonly awarded in cases in which the common fund is relatively small.”); *see also* 3  
 23 *Newberg on Class Actions*, § 14.6 (awards typically range from 20% to 50% of the common fund).

24 As California federal trial courts consider the reasonableness of a fee award by reviewing  
 25 its percentage of the total value of the benefits obtained, the value of injunctive relief conferred on  
 26 the class should also be included. *Serrano v. Priest (Serrano III)*, 20 Cal.3d 25, 34 (1977); *Boeing*  
 27 *Co. v. Van Gemert*, 444 U.S. 472, 478-81 (1980); *Lealao v. Beneficial California, Inc.*, 82 Cal.  
 28 App. 4th 19, 49-50 (2000); *Graciano v. Robinson Ford Sales, Inc.*, 144 Cal.App.4th 140, 164

1 (2006); 3 *Newberg on Class Actions*, § 14.7; see also *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43,  
2 46 (2008).) As this Court held in approving a class settlement in an analogous setting, “[t]he  
3 parties also negotiated substantial injunctive relief, and when the Court considers the value of that  
4 injunction, it reduces the overall percentage of fees that counsel will receive.” *Walsh v. Kindred*  
5 *Healthcare, et al.*, 2013 U.S. Dist. LEXIS 176319, \*9, \*12; see also *Linney v. Cellular Alaska*  
6 *Partnership* (N.D. Cal. July 18, 1997) 1997 WL 450064, at \*\*6-7 (court considers injunctive relief  
7 in evaluating fairness of settlement and fee request).

8 Here, in addition to the \$16.25 million Settlement Fund, the settlement provides important  
9 non-monetary relief. Specifically, as discussed above, the Stipulated Injunction requires Aegis to  
10 provide staffing levels sufficient to provide current residents with the care services set forth in  
11 their service plans at their California and Washington assisted living facilities, which addresses the  
12 crux of this case. (Stipulated Injunction, ¶¶ 1-10.) Dr. Kennedy conservatively estimates that the  
13 Injunction provides an additional \$49 million in value to the Settlement Class. (Kennedy Decl., ¶¶  
14 21, 30.) Thus, for purposes of performing a cross-check of the lodestar method using the  
15 percentage method, the combined overall settlement value exceeds \$65.25 million, which means  
16 that Plaintiffs fee request represents less than 9.7% of the overall settlement value. Even if only  
17 18.7% of the Injunction valuation is considered, Plaintiffs’ fee request of \$6,350,000 represents  
18 25% of the overall benefits made available to the Settlement Class.

19 Moreover, even if the Court elects not to increase the overall settlement recovery by the  
20 full \$49 million injunction valuation calculated by Dr Kennedy, the value of the injunction is a  
21 relevant “special circumstance” and “future benefit” that justifies an increase from the  
22 25% benchmark. See, e.g., *Vizcaino*, 142 F.Supp. 2d at 1302; *In re Wash. Pub. Power Supply Sys.*  
23 *Sec. Litig.*, 19 F.3d 1291, 97 (9th Cir.1994); *Camden I Condominium Ass'n, Inc. v. Dunkle*, 946  
24 F.2d 768, 775 (11th Cir.1991); *Six (6) Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301,  
25 1311 (9th Cir.1990) (noting plaintiffs’ “substantial success”); *Paul, Johnson, Alston & Hunt v.*  
26 *Grauly*, 886 F.2d 268, 272 (9th Cir.1989); *Vizcaino*, 290 F.3d at 1047-49 (noting “nonmonetary  
27 benefits conferred by the litigation are a relevant circumstance” to consider when evaluating the  
28 total benefit of the litigation); *In re BlueTooth*, 654 F.3d at 942. Further, the Court may increase a

1 fee award or set aside a fund for future services. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011,  
 2 1029-30 (9th Cir. 1998). Class Counsel expect to incur additional fees and costs of approximately  
 3 \$75,000 to \$100,000 for work related to monitoring compliance with the three-year Injunction.  
 4 (Stebner Decl., ¶41.) This further supports the reasonableness of the requested fees.

5 **D. The Requested Fee Is Within The Caps In The Settlement Stipulation**

6 As the United States Supreme Court has explained, “A request for attorney’s fees should  
 7 not result in a second major litigation. Ideally, of course, litigants will settle the amount of a fee.”  
 8 *Hensley*, 461 U.S. at 437. Thus, the court “should refrain from substituting its own value for a  
 9 properly bargained-for agreement.” *In re Apple Computer, Inc. Deriv. Litig.*, No. C 06-4128 JF  
 10 (HRL), 2008 U.S. Dist. LEXIS 108195, at \*12-14 (N.D. Cal. Nov. 5, 2008).

11 The instant class action settlement and fee request include none of the “red flags” noted in  
 12 recent Ninth Circuit cases. Specifically, the settlement does not include a claims requirement for  
 13 Settlement Class Members and there is no reversion to Aegis. There is no “clear sailing” provision  
 14 with respect to Plaintiffs’ request for fees, costs, or service awards. Rather, the settlement simply  
 15 caps the maximum request that Plaintiffs can submit. (See SS, ¶¶ 7.2 and 7.3; Stebner Decl., ¶41.)  
 16 The caps were the product of extensive arms-length negotiations, which included four formal full-  
 17 day mediations supervised by experienced neutrals and other discussions that occurred over several  
 18 years. Further, if the Court awards less than the amounts requested for fees/costs, there is no  
 19 “kicker” to the Defendant; rather, the unawarded amounts simply increase the amount of the Net  
 20 Settlement Fund for payment to Settlement Class Members. (See SS, ¶¶ 7.2 and 7.3; Stebner Decl.,  
 21 ¶41; compare *Bluetooth*, 654 F.3d at 947; *Briseno v. Henderson*, \_\_ F.3d \_\_, No. 19-56297, 2021  
 22 WL 2197968 at \*8-\*9 (9th Cir., Jun. 1, 2021).)

23 **IV. REIMBURSEMENT OF LITIGATION EXPENSES IS WARRANTED**

24 Class Counsel are entitled to recover the out-of-pocket costs and litigation expenses  
 25 reasonably incurred in investigating, prosecuting, and settling this case. *Staton v. Boeing Co.*, 327  
 26 F.3d 938, 974 (9th Cir. 2003); *In re Media Vision Tech. Sec. Litig.*, 913 F.Supp. 1362, 1366 (N.D.  
 27 Cal. 1996). The CLRA, the California financial elder abuse statute, and the Washington financial  
 28 exploitation statute also provide for reimbursement of costs incurred. Cal. Civil Code §§ 1750 *et*

1 seq., 1780(e); Cal. W&I Code § 15657.5; RCW § 74.34.200(3); see also *Cal. Hous. Fin. Agency v.*  
 2 *E. R. Fairway Assocs. I*, 37 Cal.App.4th 1508, 1514 (1995). Reimbursement of expenses is also  
 3 necessitated under the common fund doctrine of *Trustees v. Greenough*, 105 U.S. 527, 533 (1881).  
 4 Here, Class Counsel request a reimbursement of \$1,174,531.06 in litigation expenses necessary  
 5 for the investigation, prosecution, and settlement of this action.<sup>6</sup>

<b>Firm</b>	<b>Costs (CA Action)</b>	<b>Costs (WA Action)</b>	<b>Costs (Total)</b>
The Arns Law Firm	\$73,166.84	-	\$73,166.84
Stebner and Associates	\$66,104.87	\$33,234.10	\$99,338.97
Schneider Wallace Cottrell Konecky	\$239,394.34	-	\$239,394.34
Dentons US	\$361,624.01	\$52,246.97	\$413,870.98
Michael D. Thamer	\$11,407.93	-	\$11,407.93
Janssen Malloy, LLP	\$70,068.93	\$23,143.75	\$93,212.68
Marks Balette Giessel & Young	\$146,859.07	\$59,495.54	\$206,354.61
Zwerling, Schachter & Zwerling, LLP	-	\$36,504.98	\$36,504.98
Ember Law PLLC	-	\$1,279.73	\$1,279.73
<b>TOTAL</b>	<b>\$968,625.99</b>	<b>\$205,905.07</b>	<b>\$1,174,531.06</b>

6  
 7  
 8  
 9  
 10  
 11  
 12 Litigation expenses included extensive expert analysis of Aegis staffing and care service  
 13 assessment data in California and Washington to determine: (a) if it was mathematically and  
 14 physically possible for the number of staff (Aegis allocated on each day and shift) to perform the  
 15 care required (workload) by Aegis residents on a per day/shift basis; and (b) quantify the shortfall  
 16 between required and actual hours (omitted care time). The analysis included voluminous raw  
 17 staffing data and workload data (including every care service from each resident care assessment  
 18 in the CA and WA facilities) which counted and quantified the per day/shift number of care  
 19 services required on each calendar day over a 365 day timeframe at each of the seven CA and WA  
 20 facilities – the resident assessments for the CA facilities contained over 5,600,000 cells of data;  
 21 the resident assessments for the WA facilities contained over 3,719,000 cells of data. This effort  
 22 resulted in a well-defined, data-sourced spreadsheet and other reports which included (a) every  
 23 care service required by every resident in the CA and WA facilities (every day and shift for a one  
 24 year time frame); a simplified task description associated with each unique service; (d) the number  
 25 of minutes of time required to perform each care service (task time) and the frequency at which  
 26 the service is performed daily, weekly, or monthly; (e) the job title of the staff with primary  
 27

28 <sup>6</sup> Arns Decl, ¶24; Healey Decl, ¶¶18-19; Yarnall Decl, ¶¶19-12; Thamer Decl, ¶16; Stebner Decl,  
 ¶62; Wallace Decl, ¶32; Marks Decl, ¶¶35-36; Drachler Decl, ¶28; Snyder Decl, ¶15.

1 responsibility for each task; (f) the priorities of the tasks; (g) a schedule of when each task might  
 2 reasonably occur; and (h) the window of time that each task needs to be performed based on Aegis  
 3 documents or reasonable practice, and other factors. This analysis of the data supported both the  
 4 deterministic math and discrete event simulation testing (DES) respectively performed by  
 5 Plaintiffs' experts Dr. Cristina Flores and Mr. Dale Schroyer and addressing any arguable *Daubert*  
 6 challenges. (See Marks Decl., ¶¶ 11, 12, 18c(1)-(3), 18j(2)-(3), 18(o), 24, 25, 28, 31.)

7 **V. THE SERVICE AWARD FOR THE NAMED PLAINTIFFS IS FAIR**

8 In addition, the Settlement Stipulation provides for service awards of \$15,000 to each of  
 9 the five Named Plaintiffs (totaling \$75,000), subject to Court approval. (SS, ¶ 9.3.) The award is  
 10 appropriate in light of the efforts and risks taken by Named Plaintiffs resulting in a substantial  
 11 settlement on behalf of the Class. (Stebner Decl., ¶66.) That amount is within the range approved  
 12 by trial courts in this Circuit. See, e.g., *Singer v. Becton Dickinson & Co.*, 2009 WL 4809646, at \*6  
 13 (S.D. Cal. Dec. 9, 2009) (approving \$25,000 service award); *Garner v. State Farm Mut. Auto. Ins. Co.*,  
 14 2010 WL 1687832, at \*17 (N.D. Cal. Apr. 22, 2010) (approving \$20,000 service award); *Razilov v.*  
 15 *Nationwide Mut. Ins. Co.*, 2006 WL 3312024 (D. Or. Nov. 13, 2006) (approving \$10,000 service  
 16 awards). That amount is also within the range approved by this Court. See, e.g., *Bickley v. Schneider*  
 17 *Nat'l Carriers, Inc.* No. 4:08-cv-05806-JSW (N.D. Cal. 2016), 2016 U.S. Dist. LEXIS 167144 \*9-  
 18 10 (approving \$15,000 service awards); *Ozga v. U.S. Remodelers, Inc.*, No. C09-05112-JSW  
 19 (N.D. Cal. 2010), 2010 U.S. Dist. LEXIS 91196 \*8 (approving \$10,000 service awards); see N.D.  
 20 Cal. Proc. Guid., Rule 7. Class representatives play a crucial role in bringing justice to those who  
 21 would otherwise be without a remedy. See, e.g., *Bowens v. Atl. Maint. Corp.*, 546 F.Supp.2d 55,  
 22 80 (E.D.N.Y. 2008); *Bell v. Farmers Ins. Exchange*, 115 Cal.App.4th 715 (2004); *Clark v. Am.*  
 23 *Residential Servs. LLC*, 175 Cal.App.4th 785, 804 (2009). Relevant factors in determining  
 24 whether such an award is warranted include: the named plaintiff's actions to protect the interests  
 25 of the class; the degree to which the class has benefitted from those actions; the time and effort  
 26 named plaintiff expended in pursuing the litigation; the risk to named plaintiff in commencing  
 27 suit, both financial and otherwise; the notoriety and personal difficulties encountered by named  
 28 plaintiff; the duration of litigation; and the personal benefit (or lack thereof) to the named as a



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13 [Additional counsel listed on service list]

14 Attorneys for Plaintiffs and the Settlement Class

15 **UNITED STATES DISTRICT COURT**

16 **NORTHERN DISTRICT OF CALIFORNIA - OAKLAND**

17 Kathi Troy, as Successor-in-Interest to the  
18 Estate of June Newirth; Barbara Feinberg;  
19 Elizabeth Barber, Andrew Bardin, and  
20 Thomas Bardin as successors-in-interest to  
21 the Estate of Margaret Pierce; and Carol  
Morrison, by and through her Attorney-in-  
Fact Stacy Van Vleck, on their own behalves  
and on behalf of others similarly situated,

Plaintiffs,

vs.

Aegis Senior Communities, LLC, dba Aegis  
Living; and Does 1 Through 100,

Defendants.

CASE NO. **4:16-cv-03991-JSW**

**CLASS ACTION**

**NOTICE OF LODGMENT IN SUPPORT  
OF MOTION FOR ATTORNEYS' FEES,  
COSTS, AND SERVICE AWARDS**

Date: August 20, 2021

Time: 9:00 a.m.

Place: Courtroom 5, 2nd Floor

Judge: Hon. Jeffrey S. White



1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that the Plaintiffs and the Proposed Class hereby lodge the  
3 following documents in support of their Motion for Attorneys' Fees, Costs, and Service Awards.

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
4 Exhibit A	Stipulation of Settlement and Amendment to Stipulation of Settlement
5 Exhibit B	Stipulated Injunction
6 Exhibit C	Declaration of Kathryn Stebner In Support of Motion for Attorneys' Fees, Costs, and Service Awards
7 Exhibit D	Declaration of Christopher Healey In Support of Motion for Attorneys' Fees, Costs, and Service Awards
8 Exhibit E	Declaration of Guy Wallace Support of Motion for Attorneys' Fees, Costs, and Service Awards
9 Exhibit F	Declaration of Michael Thamer In Support of Motion for Attorneys' Fees, Costs, and Service Awards
10 Exhibit G	Declaration of Megan Yarnall In Support of Motion for Attorneys' Fees, Costs, and Service Awards
11 Exhibit H	Declaration of Robert Arns In Support of Motion for Attorneys' Fees, Costs, and Service Awards
12 Exhibit I	Declaration of David Marks In Support of Motion for Attorneys' Fees, Costs, and Service Awards
13 Exhibit J	Declaration of Dan Drachler In Support of Motion for Attorneys' Fees, Costs, and Service Awards
14 Exhibit K	Declaration of Leah Snyder In Support of Motion for Attorneys' Fees, Costs, and Service Awards
15 Exhibit L	Declaration of Kirsten Fish In Support of Motion for Attorneys' Fees, Costs, and Service Awards
16 Exhibit M	Declaration of Richard Pearl In Support of Motion for Attorneys' Fees, Costs, and Service Awards
17 Exhibit N	Declaration of Kathi Troy In Support of Motion for Attorneys' Fees, Costs, and Service Awards
18 Exhibit O	Declaration of Elizabeth Barber In Support of Motion for Attorneys' Fees, Costs, and Service Awards
19 Exhibit P	Declaration of Andrew Bardin In Support of Motion for Attorneys' Fees, Costs, and Service Awards
20 Exhibit Q	Declaration of Thomas Bardin In Support of Motion for Attorneys' Fees, Costs, and Service Awards



# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

June Newirth, by and through her Guardian  
ad Litem, Frederick J. Newirth; and Elizabeth  
Barber, Andrew Bardin, and Thomas Bardin  
as successors-in-interest to the Estate of  
Margaret Pierce; on their own behalves and  
on behalf of others similarly situated,

Plaintiffs,

vs.

Aegis Senior Communities, LLC, dba Aegis  
Living; and Does 1 Through 100,

Defendants.

CASE NO. 4:16-CV-03991-JSW

**STIPULATION OF SETTLEMENT**

## RECITALS

A. This Stipulation of Settlement is entered into by California Named Plaintiffs June Newirth, by and through her successor in interest, Kathi Troy; and Elizabeth Barber, Andrew Bardin, and Thomas Bardin as successors-in-interest to the Estate of Margaret Pierce, on behalf of themselves and all others similarly situated (together, “California Named Plaintiffs”), Washington Named Plaintiff Carol M. Morrison by Stacy A. Van Vleck as Attorney-in-Fact on behalf of herself and all others similarly situated (“Washington Named Plaintiff”), and Defendant Aegis Senior Communities, LLC, dba Aegis Living (“Defendant”). This Stipulation of Settlement resolves in full the California Action and the Washington Action (as defined below). Subject to Court approval and as provided herein, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Stipulation of Settlement and upon the entry by the Court of an Order of Final Approval and Judgment Approving Class Action Settlement and the occurrence of the Effective Date, the California Action and the Washington Action shall be settled and compromised upon the terms and conditions contained herein. This Stipulation of Settlement is entered into as of the last date it has been executed by the Parties shown on the signature lines at the end of this Agreement.

B. On April 12, 2016, the California Named Plaintiffs filed a putative class action complaint against Defendant in the Superior Court of California, County of Alameda. On June 9, 2016, the California Named Plaintiffs filed a First Amended Complaint. Defendant removed to Federal Court on July 14, 2016. On July 21, 2016, Defendant filed a Motion to Compel Arbitration and Dismiss Class Claims and a Motion to Dismiss the First Amended Class Action Complaint. On August 24, 2016, the California Named Plaintiffs filed a Second Amended Complaint captioned *June Newirth, et al. v. Aegis Senior Communities, LLC, dba Aegis Living*, case no. 4:16-cv-03991-JSW (“California Action”), for claims arising under the Consumers Legal Remedies Act (“CLRA”, Civ. Code § 1750 et seq.), California’s Unfair Competition Law (“UCL”, B&P Code § 17200 et seq.), and section 15610.30 of the Welfare and Institutions Code (collectively, the “California Claims”). On September 21, 2016, Defendant filed a Motion to Dismiss the Second Amended Class Action Complaint. On May 18, 2017, the District Court denied Defendant’s Motion to Dismiss the Second Amended Class Action Complaint. On July 28, 2017, Defendant renewed its Motion to Compel Arbitration and Dismiss Class Claims. On September 29, 2017, the District Court denied Defendant’s renewed Motion to Compel Arbitration and Dismiss Class Claims. On October 27, 2017, Defendant filed a Notice of Appeal and Motion to Stay Pending Appeal. On November 21, 2017, the District Court denied Defendant’s Motion to Stay Pending Appeal. On July 24, 2019, the United States Court of Appeals for the Ninth Circuit affirmed the District Court’s order denying Defendant’s Motion to Compel Arbitration. On September 10, 2019, Defendant answered the Second Amended Complaint, wherein Defendant expressly denied the allegations and claims alleged in the Second Amended Complaint. On October 4, 2019, Defendant filed a Motion to Strike Class Definition or to Deny Class Certification in the alternative. On October 18, 2019, Defendant filed a Motion for Summary Judgment. On October 21, 2019, the California Named Plaintiffs filed a Motion for Class Certification. The District Court subsequently granted the stipulated requests by the California Named Plaintiffs and Defendant (together, “California Parties”) to continue the hearings on the Motion for Class Certification and Motion for Summary Judgment. When the California Parties notified the District Court about this settlement on July 23, 2020, the District

Court denied, without prejudice, the Motion for Class Certification, Motion for Summary Judgment, Motion to Strike the Class Definition or Deny Class Certification, subject to renewal if this settlement is not consummated.

C. The California Parties engaged in substantial discovery and law-and-motion efforts prior to negotiating a settlement of the California Action. Those efforts included litigation of Defendant's Motion to Dismiss the Second Amended Class Action Complaint, Motion to Compel Arbitration and Dismiss Class Claims, Motion for Summary Judgment, and Motion to Strike the Class Definition or Deny Class Certification; litigation of Defendant's appeal of the District Court's order denying Defendant's Motion to Compel Arbitration; extensive meet and confer efforts and motion practice to obtain Defendant's production of documents and responses to interrogatory discovery; participation in discovery hearings before magistrate judges to compel Defendant's production of certain documents; and extensive written and deposition discovery, including written discovery responses exchanged between the parties, Defendant's production of approximately 132,483 pages of documents, including approximately 621 Excel files, and the depositions of eleven witnesses, including Defendant's executive-level and facility-level personnel, and designated Persons Most Knowledgeable, the Plaintiffs' experts, and two witnesses with knowledge about the claims of the California Named Plaintiffs; as well as data intensive discovery resulting in the production of 78 Excel spreadsheets of employee payroll data as well as meet and confer efforts among Defendant and its resident assessment software vendor to obtain Defendant's resident assessment data which resulted in the production of an additional six data intensive Excel spreadsheets.

D. On March 8, 2018, the Washington Named Plaintiff filed a putative class action complaint against Defendant in the Superior Court of Washington, County of King. On October 15, 2018, the Washington Named Plaintiff filed a First Amended Complaint captioned *Carol M. Morrison, et al. v. Aegis Senior Communities, LLC, dba Aegis Living*, case no. 18-2-06326-4-SEA ("Washington Action"), for claims arising under Washington's Consumer Protection Act ("CPA", RCW 19.86.020) and Financial Exploitation of Vulnerable Adults Statute (RCW 74.34.020, 74.34.200) (collectively, the "Washington Claims"). On October 17, 2019, Defendant filed a Motion to Deny Class Certification. By order dated May 1, 2020, the Washington state court (Hon. Marshall Ferguson) denied Defendant's motion. On October 25, 2019, Defendant answered the First Amended Complaint, wherein Defendant expressly denied the allegations and claims alleged in the First Amended Complaint.

E. The Washington Named Plaintiff and Defendant (together, "Washington Parties") engaged in substantial discovery and law-and-motion efforts prior to negotiating a settlement of the Washington Action. Those efforts included litigation of Defendant's Motion to Deny Class Certification; extensive meet and confer efforts and motion practice to obtain Defendant's production of documents and responses to interrogatory discovery; and extensive written and deposition discovery, including written discovery responses exchanged between the parties, Defendant's production of approximately 82,063 pages of documents, including 3,667 Excel and native files, and the depositions of three witnesses, including the Class Representative in this action; as well as data intensive discovery resulting on the production of eleven Excel spreadsheets of employee payroll data as well as six Excel spreadsheets of resident assessment data.

F. This Agreement was reached as a result of extensive arm's length negotiations between the California Parties, the Washington Parties, and their counsel. Through their counsel, the Parties have engaged in extensive settlement discussions. This included a full-day mediation of the California Action on May 29, 2018 before the Honorable Ronald Sabraw (ret.) of JAMS in San Jose, California; a second full-day mediation of the California Action on October 2, 2018 before the Honorable Ronald Sabraw (ret.) of JAMS in San Jose, California; a full-day joint mediation of the California Action and Washington Action on October 22, 2019 before the Honorable Bruce Hilyer (ret.) of Hilyer Dispute Resolution in Seattle, Washington; and a full-day joint mediation of the California Action and Washington Action on March 24, 2020 before the Honorable Rebecca Westerfield (ret.) of JAMS in San Francisco, California.

G. Class Counsel have determined that a settlement of the California Action and the Washington Action on the terms reflected in this Agreement provides substantial benefits to the Settlement Class, is fair, reasonable, adequate, and in the best interests of Named Plaintiffs and the Settlement Class. In agreeing to the settlement set forth in this Agreement, Class Counsel have considered numerous risks of continued litigation and other factors. One such factor is the potential recovery at trial on the California Named Plaintiffs' and Washington Named Plaintiff's claims for damages, including the damages claim with respect to Community Fees.

H. Defendant has agreed to this Settlement Agreement to avoid the costs, disruption and distraction of further litigation. Without admitting the truth of any allegations made in the California Action or Washington Action, or any liability with respect thereto, Defendant and its counsel have concluded that it is desirable that the claims against Defendant be settled on the terms reflected in this Agreement.

I. Accordingly, IT IS HEREBY STIPULATED AND AGREED by and among the undersigned, on behalf of the California Named Plaintiffs, the Washington Named Plaintiff, the Settlement Class, and Defendant, that the California Action, the Washington Action, and the Claims shall be finally and fully compromised, settled, and released, subject to the approval of the Court on the following terms and conditions.

## **SETTLEMENT TERMS**

### **1. DEFINITIONS**

1.1 "Actions" means the California Action and the Washington Action.

1.2 "California Action" means the action of *June Newirth, by and through her Guardian ad Litem, Frederick J. Newirth; Barbara Feinberg; and Elizabeth Barber, Andrew Bardin, and Thomas Bardin as successors-in-interest to the Estate of Margaret Pierce; on their own behalves and on behalf of others similarly situated vs. Aegis Senior Communities, LLC, dba Aegis Living; and Does 1 – 100*, Case No. 4:16-cv-03991-JSW, which is currently pending in the United States District Court, Northern District of California, including, without limitation, the Second Amended Complaint and any appeals or requests for leave to appeal any ruling or judgment entered in that case.

1.3 “Agreement” or “Settlement Agreement” means this Stipulation of Settlement (including all Exhibits attached hereto).

1.4 “Attorneys’ Fees and Expenses” means such attorneys’ fees as may be awarded by the Court upon application by Class Counsel not to exceed \$6,350,000, and reimbursement of litigation costs actually incurred not to exceed \$1,300,000, as described more particularly in Section 9 of this Agreement.

1.5 “Award” or “Settlement Award” means the settlement payment to be made to Settlement Class Members pursuant to Sections 7.2 to 7.9 of this Agreement.

1.6 “Class Notice” or “Notice” means the notice to be disseminated to Settlement Class Members informing them about the Settlement Agreement, in the form approved by the Court. A copy of the Notice that will be proposed for Court approval is attached substantially in the form of Exhibit 2.

1.7 “California Named Plaintiffs” means plaintiffs June Newirth, by and through her successor in interest, Kathi Troy; and Elizabeth Barber, Andrew Bardin, and Thomas Bardin as successors-in-interest to the Estate of Margaret Pierce.

1.8 “Class Counsel” means:

STEBNER & ASSOCIATES  
870 Market Street, Suite 1212  
San Francisco, CA 94102  
Telephone: (415) 362-9800  
Facsimile: (415) 362-9801

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Christopher J. Healey  
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1960 The Alameda, Suite 210  
San Jose, CA 95126  
Telephone: (408) 956-6949  
Facsimile: (408) 244-7815

Kirsten Fish  
kfish@nkf-law.com

1.9 “Community Fee” means the fee, if any, identified as such and paid by or for a Settlement Class Member typically at the time of move-in to an Aegis Living branded assisted living facility in California or Washington. By way of example, the Community Fee paid by

named plaintiff June Newirth is described in the paragraph entitled “Community Fee” that appears on page 4 of Ms. Newirth’s Residence and Care Agreement.

1.10 “Court” means the United States District Court, Northern District of California, the Honorable Jeffrey S. White presiding.

1.11 “Defendant” means Aegis Senior Communities, LLC, dba Aegis Living.

1.12 “Defendant’s California Counsel” means the following counsel of record for Defendant for the California Action:

LEWIS BRISBOIS BISGAARD & SMITH LLP  
633 West 5th Street, Suite 4000  
Los Angeles, CA 90071  
Telephone: (213) 250-1800  
Facsimile: (213) 250-7900

Jeffrey S. Ranen  
Jeffrey.Ranen@lewisbrisbois.com  
Soojin Kang  
Soojin.Kang@lewisbrisbois.com

1.13 “Defendant’s Washington Counsel” means the following counsel of record for Defendant for the Washington Action:

McNAUL EBEL NAWROT & HELGREN, P.L.L.C  
600 University Street, Suite 2700  
Seattle, WA 98101  
Telephone: (206) 467-1816  
Facsimile: (206) 624-5128

Robert M. Sulkin  
rsulkin@mcnaul.com  
Gregory J. Hollon  
ghollon@mcnaul.com  
Claire Martirosian  
cmartirosian@mcnaul.com

1.14 “Distribution Request” means a request for payment of a Settlement Award made by a Settlement Class Member, or made by the legal representative or successor in interest of a deceased Settlement Class Member, who has not had a Settlement Award check previously sent to the Settlement Class Member by the Settlement Administrator. Any Distribution Request must be submitted to the Settlement Administrator and post-marked not later than thirty (30) calendar days after the Effective Date (herein the “Distribution Deadline”).

1.15 “Effective Date” means the later in time of: (a) sixty (60) calendar days after the date of entry of the Order of Final Approval and Judgment Approving Class Action Settlement, if no timely motions for reconsideration and/or no appeals or other efforts to obtain review have been filed; or (b) in the event that an appeal or other effort to obtain review has been initiated, fifteen (15) calendar days after the date after such appeal or other review has been finally concluded and is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise.

1.16 “Escrow Agent” means The Huntington National Bank. “Escrow Agreement” and “Escrow Procedure Agreement” mean the agreements attached hereto as Exhibit 4, pursuant to which and Court approval, the Escrow Agent will safeguard, control, and maintain the Settlement Fund until the Effective Date. For privacy and security reasons, the names of Aegis’ insurers and all of the Authorized Agents and certain security procedures are redacted from the Escrow Agreement and Escrow Procedure Agreement attached hereto as Exhibit 4.

1.17 “Final Approval Hearing” means the hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Agreement.

1.18 “Order of Final Approval and Judgment Approving Class Action Settlement” means the final order and judgment approving the settlement as fair, adequate, and reasonable and confirming the certification of the Settlement Class, in the form approved and signed by the Court.

1.19 “Motion for Final Approval” means the motion, to be filed by Class Counsel on behalf of the California Named Plaintiffs, Washington Named Plaintiff, and the Settlement Class, after consultation with Defendant’s Counsel and not to be opposed by Defendant, for Final Approval of this Agreement.

1.20 “Motion for Preliminary Approval of Settlement” means the motion, to be filed by Class Counsel on behalf of the California Named Plaintiffs and Washington Named Plaintiff, after consultation with Defendant’s Counsel and not to be opposed by Defendant, for Preliminary Approval of this Agreement.

1.21 “Notice and Administration Expenses” means all costs and expenses incurred by the Settlement Administrator, including all notice expenses, the cost of administering the Notice Program and the costs of processing all payments to Settlement Class Members.

1.22 “Notice Date” means the date by which the Settlement Administrator substantially completes dissemination of the Class Notice as provided in the Agreement and shall be no later than ten (10) business days after the entry by the Court of the Preliminary Approval Order.

1.23 “Objection Date” means the date by which Settlement Class Members must file and serve objections to the settlement, which shall be sixty (60) calendar days after the Notice Date.

1.24 “Opt Out Date” means the postmark date by which a Request for Exclusion must be submitted to the Settlement Administrator in order for a Settlement Class Member to be excluded from the Settlement Class, and shall be sixty (60) calendar days after the Notice Date.

1.25 “Parties” means Named Plaintiffs, the Settlement Class, and Defendant.

1.26 “Named Plaintiffs” means the California Named Plaintiffs and the Washington Named Plaintiff.

1.27 “Preliminary Approval Order” means the order preliminarily approving this Settlement, conditionally certifying the Settlement Class for settlement purposes only, approving the Notice Program and Class Notice, setting the Opt Out Date, Objection Date and Notice Date, and setting the date of the Final Approval Hearing, in the form of order approved and signed by the Court. The Preliminary Approval Order that will be submitted to the Court for approval is attached substantially in the form of Exhibit 3.

1.28 “Released Claims” means and includes any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature whatsoever that the Releasing Parties ever had, now have or hereafter can, shall, or may have against the Released Parties, including without limitation any and all damages, loss, costs, expenses, penalties, attorneys’ fees and expert fees, and interest, whether known or unknown, suspected or unsuspected, asserted or unasserted, fixed or contingent, direct or indirect, whether sounding in tort or contract or any other legal theory, whether statutory, administrative, common law or otherwise, however pled, wherever brought and whether brought in law, equity or otherwise, arising out of or relating in any way or manner to the claims and allegations asserted or that could have been asserted in either or both Actions based on the facts alleged in the complaints in the California and/or Washington Actions; provided that the following claims only are specifically excluded from this Release: (i) any individual claims for personal injuries, wrongful death, bodily harm, or emotional distress resulting from said claims for personal injuries, wrongful death or bodily harm; and (ii) claims based on a breach of this Agreement or the Injunction (collectively, “Excluded Claims”). Nothing in this Agreement shall preclude any person or entity from asserting any and all relevant allegations in support of a claim for personal injuries, wrongful death, bodily harm, or emotional distress resulting from said personal injuries, wrongful death or bodily harm, including without limitation, allegations that the facility was understaffed.

1.29 “Releasing Party” or “Releasing Parties” means (i) the California Named Plaintiffs, Washington Named Plaintiff, and each Settlement Class Member; (ii) any person or entity that paid fees to have any of the foregoing move in to, reside or receive care at an Aegis branded assisted living facility in California during the California Class Period or in Washington during the Washington Class Period; (iii) any persons and entities claiming by or through any of the foregoing (i)-(ii); (iv) any predecessors, successors, agents, representatives, estates, executors, administrators, dependents, heirs, beneficiaries, trustees, attorneys, employees, assignors or assignees of any of the foregoing (i)-(iii).

1.30 “Released Party” or “Released Parties” means “(i) Aegis Senior Communities, LLC, dba Aegis Living and its insurers (Columbia Casualty Company, RSUI Indemnity

Company, and Wesco Insurance Company) (ii) any direct or indirect parents, subsidiaries, divisions, affiliates, and related entities of any of the forgoing, including all Aegis communities in California and Washington; (iii) any predecessors, successors, or assigns of any of the foregoing (i)-(ii); and (iv) any past, present or future employees, officers, directors, affiliates, partners, joint ventures, co-venturers, licensors, licensees, principals, members, managers, managing agents, agents, attorneys, insurers, reinsurers, shareholders, trusts, trustees, representatives, administrators, fiduciaries, heirs, subrogees, and executors of any of the foregoing (i)-(iii) in his, her, or its capacity as such.

1.31 “Request for Exclusion” means the written communication that must be submitted to the Settlement Administrator and postmarked on or before the Opt Out Date by a Settlement Class Member who wishes to be excluded from the Settlement Class.

1.32 “Reserve Fund” means the Twenty-Five-Thousand Dollars (\$25,000) that the Settlement Administrator shall hold in the Settlement Fund to pay late-submitted Distribution Requests. The amount of any Settlement Award checks not cashed within the check cashing deadline (after reasonable reminders issued by the Settlement Administrator) shall be added to the Reserve Fund. Any moneys left in the Reserve Fund not paid to Settlement Class Members shall be paid to Groceries for Seniors, or other appropriate cy pres recipient(s) qualified under 501(c)(3) and nominated by Class Counsel and approved by the Court.

1.33 “Settlement Administrator” or “Administrator” means CPT Group, Inc., which subject to Court approval, shall design and implement the program for disseminating notice to the Settlement Class, and except as provided by the Escrow Agreement and in coordination therewith, administer the payment portion of this settlement and perform overall administrative functions.

1.34 “Settlement Class”, as defined for the purpose of this Settlement Agreement only, shall consist of the following subclasses:

(a) All persons who resided at one of the Aegis Living branded California assisted living facilities at any time between April 12, 2012, through and including October 30, 2020 (the “California Class Period”) that were owned or managed by Defendant or in which Defendant was identified as a licensee by California’s Department of Social Services, including without limitation the following communities: Aegis Gardens (Fremont), Aegis of Aptos, Aegis of Carmichael, Aegis of Corte Madera, Aegis of Dana Point, Aegis of Fremont, Aegis of Granada Hills, Aegis of Laguna Niguel, Aegis of Moraga, Aegis of Napa, Aegis of Pleasant Hill, Aegis of San Francisco, Aegis of San Rafael<sup>1</sup>, Aegis of Shadowridge (Oceanside), and Aegis of Ventura (“California Subclass”); and

(b) All persons who resided at one of the Aegis Living branded Washington assisted living facilities at any time between March 8, 2014, through and including

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<sup>1</sup> The parties acknowledge and agree that, with respect to Aegis of San Rafael, the Settlement Class includes only persons who resided at the Aegis of San Rafael facility between April 12, 2012 through and including March 31, 2016.

October 30, 2020 (the “Washington Class Period”) that were owned or managed by Defendant or in which Defendant was identified as a licensee by Washington’s Department of Social and Health Services, including without limitation the following communities: Aegis Gardens (Newcastle), Aegis Lodge (Kirkland), Aegis of Ballard, Aegis of Bellevue, Callahan House (Shoreline), Aegis of Issaquah, Aegis of Kent, Aegis of Kirkland, Aegis of Lynnwood, Aegis of Madison (Seattle), Aegis of Marymoor (Redmond), Aegis of Mercer Island, Queen Anne on Galer, Queen Anne Rodgers Park, Aegis of Ravenna (Seattle), Aegis of Redmond, Aegis of Shoreline, and Aegis of West Seattle (“Washington Subclass”).

(c) Excluded from the Settlement Class are (i) Defendant and their officers, directors, and employees; (ii) any Settlement Class Member (or their legal successors) who submits a valid and timely Request for Exclusion; and (iii) the Judges to whom these Actions are assigned and any members of their immediate families.

1.35 “Settlement Class Member” means any person falling within the description of the Settlement Class who does not timely opt out of the Settlement Class.

1.36 “Settlement Class Member Information List” means and includes all the following information to the extent it is within Defendant’s possession, custody or control and reasonably accessible: (a) a list of any Person meeting the definition of the Settlement Class; (b) names of any resident contact person on file with Aegis; (d) last-known addresses, e-mail addresses, or other contact information for any Settlement Class Member and their resident contact person on file with Aegis; and (e) amount of the Community Fee (if any) paid by or on behalf of each Settlement Class Member for whom Defendant has Community Fee information. The Settlement Class Member Information List and all information contained therein shall be considered confidential and subject to the Protective Orders entered in the California and Washington Actions.

1.37 “Settlement Fund” means the Sixteen Million Two-Hundred-Fifty-Thousand Dollars (\$16,250,000) that Defendant has agreed to pay in full settlement and resolution of the Actions (excluding Defendant’s costs to comply with the Injunction).

1.38 “Settlement Website” means the Internet website to be established for this settlement by the Settlement Administrator to provide information to the public and the Settlement Class about this Agreement.

1.39 “Washington Action” means the action of *Carol M. Morrison by Stacy A. Van Vleck as Attorney-in-Fact, on her own behalf and on behalf of others similarly situated vs. Aegis Senior Communities, LLC, dba Aegis Living; and Does 1 – 100*, Case No. 18-2-06326-4 SEA, which is currently pending in the Superior Court of Washington, County of King, including, without limitation, the First Amended Complaint and any appeals or requests for leave to appeal any ruling or judgment entered in that case.

1.40 “Washington Named Plaintiff” means plaintiff Carol M. Morrison by Stacy A. Van Vleck as Attorney-in-Fact.

## **2. PRELIMINARY APPROVAL OF SETTLEMENT**

2.1 As soon as practicable after the signing of this Agreement, Named Plaintiffs shall move the Court for an order: (a) preliminarily approving this Agreement as fair, reasonable and adequate; (b) conditionally certifying the Settlement Class for settlement purposes; (c) approving the form, manner, and content of the Class Notice; (d) setting the date and time of the Final Approval Hearing; (e) appointing Named Plaintiffs as representatives of the Settlement Class for settlement purposes only; and (f) appointing Class Counsel for settlement purposes only. Defendant shall cooperate with Named Plaintiffs to obtain the Preliminary Approval Order consistent with the terms herein.

2.2 Defendant hereby consents, solely for purposes of the Agreement, to the certification of the Settlement Class, to the appointment of Class Counsel, and to the approval of Named Plaintiffs as suitable representatives of the Settlement Class; provided, however, that if the Court fails to approve this Agreement or the Agreement otherwise fails to be consummated, then this settlement shall be void *ab initio* and shall be of no force or effect whatsoever, shall not be referred to or utilized for any purpose whatsoever, and Defendant shall retain all rights it had immediately preceding the execution of this Agreement to object to and challenge the maintenance of the Actions as class actions or at all.

## **3. SETTLEMENT ADMINISTRATOR**

3.1 In addition to any tasks and responsibilities ordered by the Court, the Settlement Administrator shall be authorized to undertake various administrative tasks, including, without limitation: (1) mailing or arranging for the mailing, e-mailing or other distribution of the Court-approved notice to Settlement Class Members, (2) handling returned mail and e-mail not delivered to Settlement Class Members, (3) attempting to obtain updated address information for Settlement Class Members by all reasonable means, including running change of address, skip traces or other procedures on the Settlement Class Member Information List provided by Defendant, and any notices returned without a forwarding address or an expired forwarding address, (4) making any additional mailings required under the terms of this Agreement, (5) answering written inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel or their designee, (6) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion to the settlement, (7) establishing the Settlement Website that posts notices, distribution request forms and other related documents, (8) establishing a toll-telephone number that will provide settlement-related information to Settlement Class Members, (9) receiving and processing payment requests and distributing payments to Settlement Class Members, (10) receiving/forwarding opt outs and objections, and (11) otherwise assisting with administration of the Agreement.

3.2 The Court-approved costs, fees and expenses of the Administrator, including without limitation the Notice and Administration Expenses and all other costs of disseminating Notice to Settlement Class Members, administration of the claims process, and all of the other functions of the Administrator as described herein, shall be paid from the Settlement Fund only after entry of the Order of Final Approval and Judgment Approving Class Action Settlement or

pursuant to Section 12.2. Funds allocated but not paid to the Settlement Administrator shall be paid to the Reserve Fund and distributed in accordance with section 7.9 below.

#### **4. NOTICE TO THE SETTLEMENT CLASS**

4.1 No later than ten (10) business days after the execution of this Agreement, Defendant shall furnish the Settlement Administrator with the Settlement Class Member Information List.

4.2 No later than ten (10) business days after the entry by the Court of the Preliminary Approval Order, the Settlement Administrator shall substantially complete the dissemination of Class Notice to potential Settlement Class Members, as follows:

4.2.1 Mailed notice by first class U.S. Mail to the last known addresses of the Settlement Class Member, and their family members or legal representatives, as provided by Defendant in the Settlement Class Member Information List. Returned mail shall be re-sent after a skip trace is performed.

4.2.2 E-mailed notice to the last known e-mail addresses of the Settlement Class Member, and their family members or legal representatives, as provided by Defendant in the Settlement Class Member Information List.

4.2.3 Publication of the summary version of the Notice as approved by the Court, through a single publication in the USA Today (California and Washington weekday edition).

4.2.4 Posting of the Notice: No later than ten (10) business days from entry of the Preliminary Approval Order, the Settlement Administrator will post the Notice on the Settlement Website. The Notice shall remain available by these means until the Effective Date. The Notice may also be posted on the websites of Class Counsel at their option.

4.3 Five (5) days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court with an affidavit attesting that Notice was disseminated pursuant to the Notice Program set forth below.

#### **5. OBJECTIONS/REQUESTS FOR EXCLUSION**

5.1 Objections

5.1.1 Any Settlement Class Member who intends to object to the fairness of the Settlement Agreement must do so in writing no later than the Objection Date. The written objection and notice of objection must be filed with the Clerk of the Court and served on Class Counsel and Defendant's Counsel by no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, telephone number and, if represented by counsel, of his/her counsel; (c) a statement that the objector resided at or signed a contract with Defendant, predecessors,



successors, assigns or related entities during the California Class Period or Washington Class Period and (d) the Aegis Living Community at which they resided, or that the objector is the legal successor to such a person; (e) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (f) a clear and concise statement of the objection to the Settlement and this Settlement Agreement, including all factual and/or legal grounds supporting the objection; (g) copies of any papers, briefs, or other documents upon which the objection is based; and (h) the objector's signature under penalty of perjury.

5.1.2 Absent good cause found by the Court, any Settlement Class Member who fails to make a timely written objection in the time and manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by objection, appeal or otherwise) to the Settlement and this Agreement.

5.1.3 Any Settlement Class Member who has objected per Section 5.1.1 above may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's sole expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement, including attorneys' fees.

5.1.4 The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a copy of all written objections on a rolling basis upon receipt and a final list of all written objections within five (5) business days after the Opt Out Date. Class Counsel shall file a single packet of all objections with the Court with the Motion for Final Approval.

5.1.5 The Parties and their counsel shall have the right and opportunity to respond in writing to any objections to the Settlement prior to the Fairness Hearing, as well as to respond to the objections at the Fairness Hearing.

## 5.2 Requests for Exclusion

5.2.1 Any member of the Settlement Class may request to be excluded from the Settlement Class. A Settlement Class Member who wishes to opt out of the Settlement Class and relinquish their rights to benefits under the Settlement Agreement must do so no later than the Opt Out Date. In order to opt out, a Settlement Class Member must send to the Settlement Administrator via first class United States mail a written Request for Exclusion that is post-marked no later than the Opt Out Date. The Request for Exclusion must be personally signed by the Settlement Class Member or their legal representative requesting exclusion and must contain the following information: (a) the Settlement Class Member's name, current address and telephone number; and (b) a statement that indicates a desire to be excluded from the Settlement Class. Any Request for Exclusion postmarked after the Opt Out Date shall not be valid.

5.2.2 Any Settlement Class Member who does not make a timely written Request for Exclusion shall be bound by all subsequent proceedings, orders and the Order

of Final Approval and Judgment Approving Class Action Settlement, even if he or she has pending, or subsequently initiates, litigation, arbitration or any other proceeding against any Released Party relating to the Released Claims.

5.2.3 Any Settlement Class Member who properly requests to be excluded from the Settlement Class shall not: (a) be bound by any orders or judgments entered in the Actions relating to the Agreement; (b) be entitled to an Award from the Settlement Fund, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Agreement.

5.2.4 The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with copies of all requests for exclusion upon receipt on a rolling basis and a final list of names for all timely Requests for Exclusion within five (5) business days after the Opt Out Date. The names for all timely Requests for Exclusion will be deemed confidential under the Protective Orders and shall not be made publicly available. In addition to its affidavit to the Court attesting that Notice was disseminated pursuant to the Notice Program, the Settlement Administrator shall also include in its affidavit the final number of all timely Requests for Exclusion five (5) business days prior to the Final Approval Hearing.

5.2.5 Notwithstanding any other provisions of this Stipulation of Settlement, Defendant may unilaterally withdraw from and terminate this Stipulation of Settlement if the total number of Settlement Class Members who submit timely requests for exclusion from this settlement exceeds ten percent (10%) of the Settlement Class. In the event the Defendant exercises that option, the settlement and Stipulation of Settlement shall be of no force or effect whatsoever, all obligations hereunder shall be null and void, the Settlement Fund shall revert to Defendant and its insurers pursuant to Section 12.2, and the Parties shall otherwise be restored to their respective positions as if this settlement had never existed.

## **6. COURT APPROVAL OF SETTLEMENT**

6.1 This Agreement is subject to and conditioned upon the issuance by the Court of the Order of Final Approval and Judgment Approving Class Action Settlement that finally certifies the Settlement Class for the purposes of this settlement, grants final approval of the Agreement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

6.2 The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Actions, all Parties, the claims administration process, including without limitation the Injunction, and the Settlement Class Members, to interpret and enforce the Agreement's terms, conditions, and obligations.

## 7. SETTLEMENT RELIEF

### 7.1 Injunction

As an integral part of the consideration provided under this Agreement, Defendant stipulates to entry of the Court-approved injunction substantially in the form attached as Exhibit 1 to this Agreement (“Injunction”).

### 7.2 Settlement Fund

Defendant shall make a payment of \$16,250,000 into the Settlement Fund to be administered and distributed by the Settlement Administrator and/or Escrow Agent consistent with the terms of this Settlement Agreement, the Escrow Agreement, and the Escrow Procedure Agreement. The \$16,250,000 payment shall cover all of Defendant’s monetary obligations under the Settlement, including without limitation amounts payable to the Settlement Administrator, taxes and tax expenses, all Named Plaintiffs’ and Settlement Class Members’ attorneys’ fees and expenses, Settlement Awards, and Service Awards, exclusive of Defendant’s costs to comply with the Injunction. The Settlement Fund shall be maintained in an interest-bearing, secure account established by the Settlement Administrator and/or the Escrow Agent that, to the extent feasible, meets the requirements for a “Qualified Settlement Fund” within the meaning of Treasury Regulation section 1.468B. The payments by Defendant and its insurers to the Settlement Fund shall be made as follows: (a) \$15,625,000 shall be paid within thirty (30) calendar days after the Court grants the Preliminary Approval Order; and (b) the remaining balance of \$625,000 shall be paid within 180 calendar days after the Court grants the Preliminary Approval Order.

7.3 The Settlement Fund, less the money used from the Settlement Fund to pay the Notice and Administration Expenses, taxes and tax expenses, Attorneys’ Fees and Expenses, Service Awards and the Reserve Fund, shall be the “Net Settlement Fund.”

7.4 The Net Settlement Fund shall be distributed through Settlement Award checks made payable to each Settlement Class Member for whom a valid address has been provided to, or located by, the Settlement Administrator.

7.5 Any Settlement Class Member (or any legal successor to any deceased Settlement Class Member) that submits a timely Distribution Request to the Settlement Administrator, and who has not had a Settlement Award check already distributed to the Settlement Class Member shall likewise be mailed a Settlement Award check upon verification by the Settlement Administrator that the Person on whose behalf that Distribution Request has been submitted is a member of the Settlement Class.

7.6 The amounts of the Settlement Awards shall be calculated as follows:

7.6.1 Settlement Class Members who paid no Community Fee (and had no Community Fee paid on their behalf) shall each be entitled to a Settlement Award in amount to be proposed by Plaintiffs’ Counsel after receipt of the Community Fee

Information and approved by the Court. The Settlement Administrator shall calculate the total amount owed to the “No Community Fee Paid” group.

7.6.2 Settlement Class Members for whom Community Fee Information is unavailable shall each be entitled to a Settlement Award calculated as follows. The Settlement Administrator shall calculate the average Community Fee paid by Settlement Class Members in 2011. The Settlement Administrator shall divide the number of Settlement Class Members who paid no Community Fee by the number of Settlement Class Members for whom Community Fee Information is available, resulting in a percentage. The Settlement Administrator shall reduce the average Community Fee paid in 2011 by that percentage. The reduced average Community Fee amount shall be treated as the Community Fee amount paid by each Settlement Class Member for whom Community Fee Information is unavailable for purposes of the calculation in 7.6.3 below.

7.6.3 Settlement Class Members who paid a Community Fee (or had someone pay a Community Fee on their behalf) and Settlement Class Members for whom Community Fee Information is unavailable shall each be entitled to a Settlement Award calculated as follows. The Settlement Administrator shall first calculate a Settlement Payment Percentage (“SPP”) by dividing the Net Settlement Fund (less the amounts allocated for the No Community Fee Paid group above in section 7.6.1) by the total amount of Community Fees paid by or on behalf of all Settlement Class Members including Settlement Class Members for whom Community Fee Information is unavailable. Next, the SPP shall be applied against the Community Fee paid by or on behalf of each Settlement Class Member and the reduced average Community Fee assigned to each Settlement Class Member for whom Community Fee Information is unavailable, to derive the Settlement Award amount for each such Settlement Class Member.

7.7 The Settlement Administrator shall mail the Settlement Award checks to the above-described Settlement Class Members no later than thirty (30) calendar days after the Effective Date. The Settlement Payments checks shall allow for a check cashing period of one-hundred-twenty (120) calendar days.

7.8 The Settlement Administrator shall have the discretion to pay settlement checks in response to Distribution Requests submitted after the Distribution Deadline, provided that the amount of such payments shall be calculated in accordance with the formula set forth in Section 7.6 above, or such lesser amount as the Settlement Administrator in its discretion determines can be paid from the Reserve Fund.

7.9 Except as stated in Sections 5.2.5 and 12.2, there shall be no reversion to Defendant of any portion of the Settlement Fund, any unclaimed funds, any uncashed Settlement Awards, or any interest earned on any such funds. If the monies left in the Reserve Fund (after all Settlement Awards have been paid) is sufficient to make another distribution economically practical, the remaining monies shall be paid to the Settlement Class Members who cashed their initial settlement checks, with the share amounts of any supplemental distribution to be calculated using the same procedure set forth in Section 7.6 above. If the Settlement Administrator determines that a supplemental distribution is not economically feasible, the remaining balance shall be distributed through cy pres payment to Groceries for Seniors, or other

appropriate cy pres recipient(s) qualified under 501(c)(3) and nominated by Class Counsel and approved by the Court.

## 8. RELEASES

8.1 Upon the Effective Date, and subject to fulfillment of all of the terms of this Agreement, each and every Releasing Party shall be deemed to have released and forever discharged each Released Party of and from any and all liability for any and all Released Claims.

8.2 On the Effective Date, the Released Parties shall be deemed to have released and forever discharged each Settlement Class Member and Class Counsel, from any and all claims arising out of or relating to the institution, prosecution and resolution of the Actions, provided that the provisions of the Protective Orders shall remain in place unless otherwise modified by court order.

8.3 Upon the Effective Date without further action, for good and valuable consideration, with respect to all claims released herein, all Class Representatives and all Released Parties expressly waive and relinquish any and all provisions, rights, and benefits of Section 1542 of the California Civil Code and any and all similar provisions, rights, and benefits conferred under Washington law that is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which provides:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

## 9. ATTORNEYS’ FEES AND EXPENSES AND PLAINTIFF SERVICE AWARDS

9.1 On or before fifteen (15) calendar days prior to the Objection Date, Class Counsel shall make an application for an award of attorneys’ fees incurred not to exceed \$6,350,000, plus reimbursement of litigation costs actually incurred not to exceed \$1,300,000 in the prosecution of the Actions. Class Counsel shall be responsible for allocating and distributing the Attorneys’ Fees and Expenses award among themselves.

9.2 The Attorneys’ Fees and Expenses awarded by the Court shall be paid from the Settlement Fund to Class Counsel within three (3) business days after the Court’s order approving Attorneys’ Fees and Expenses, provided that the Parties have reached agreement on a mutually acceptable form of security for Class Counsel’s repayment in accordance with this paragraph 9.2. The Parties shall confer in good faith in an effort to reach agreement on an acceptable form of security, but if no agreement is reached, the matter shall be submitted to the Court for binding resolution. In no event shall the awarded Attorneys’ Fees and Expenses be paid to Class Counsel any later than two (2) business days after the Effective Date. If the Order of Final Approval and Judgment Approving Class Action Settlement or a separate order setting forth the amount awarded in Attorneys’ Fees and Expenses is reversed, vacated, modified, and/or

remanded for further proceedings or otherwise disposed of in any manner other than one resulting in an affirmation of the Order of Final Approval and Judgment Approving Class Action Settlement or a separate order setting forth the amount awarded in Attorneys' Fees and Expenses, then each Class Counsel shall repay the Attorneys' Fees and Expenses disbursed to that Class Counsel to the Settlement Fund, within thirty (30) calendar days of such event, the full amount of the Attorneys' Fees and Expenses or repay the amount by which the award has been reduced. The Parties stipulate the Order of Final Approval and Judgment Approving Class Action Settlement shall state that all monies held in the Settlement Fund shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned to Defendants pursuant to the Settlement Stipulation, Escrow Agreement, the Escrow Procedure Agreement, or further order of the Court. The Court's award of fees, costs and expenses to Class Counsel shall be separate from its determination of whether to approve the Settlement. In the event the Court approves the Settlement but declines to award fees and costs to Class Counsel or awards a lesser amount of fees and costs than requested by Class Counsel, the Settlement will nevertheless be valid and binding on the Parties. If the Court declines to approve the Settlement and this Agreement, no award of fees, costs and expenses shall be paid to Class Counsel.

9.3 On or before fifteen (15) calendar days prior to the Objection Date, Class Counsel shall make an application for Named Plaintiffs' service awards in an amount not to exceed Fifteen-Thousand Dollars (\$15,000) to each Class Representative (the "Service Awards"). The Service Awards awarded by the Court shall be paid from the Settlement Fund to Named Plaintiffs within five (5) calendar days after the Effective Date. The Court's award of the Service Payment to Named Plaintiffs shall be separate from its determination of whether to approve the Settlement as set forth in this Agreement. In the event the Court approves the Settlement but declines to award the Service Payment to Named Plaintiffs or awards a lesser amount than what is requested, the Settlement will nevertheless be binding on the Parties. If the Court declines to approve the Settlement, no Service Payment shall be made to Named Plaintiffs.

## **10. REPRESENTATIONS AND WARRANTIES**

10.1 Defendant represents and warrants: (1) that it has the requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transactions contemplated hereby; (2) that the execution, delivery and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Defendant; and (3) that the Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid and binding obligation.

10.2 Named Plaintiffs represent and warrant that they are entering into the Agreement on behalf of themselves individually, as the legal representative of or successor to a Settlement Class Member, and as proposed representatives of the Settlement Class, of their own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. Named Plaintiffs represent and warrant they have legal authority to release Released Claims on behalf of themselves and the Settlement Class Members. Named Plaintiffs represent and warrant that they have reviewed the terms of the Agreement in consultation with Class Counsel. Class Counsel represent and warrant that they are fully authorized to execute the Agreement on behalf of Named Plaintiffs.

10.3 The Parties represent and warrant that no promise, inducement or consideration for the Agreement has been made, except those set forth herein.

## **11. NO ADMISSIONS OF FAULT, NO USE EXCEPT FOR ENFORCEMENT**

11.1 The Agreement and every stipulation and term contained in it is conditioned upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, neither this Agreement nor any documents filed in connection with the approval of this Settlement shall be: (A) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by any Party of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party; or (B) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission of any liability, fault or wrongdoing, or in any way referred to for any other reason, by Named Plaintiffs, Defendant, any Releasing Party or Released Party, in the Actions or in any other civil, criminal or administrative claim, action, or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Agreement.

11.2 This Agreement shall be admissible in any proceeding related to the approval of this Agreement, to enforce its terms and conditions, or to support or defend this Agreement in an appeal from an order granting or denying final approval.

## **12. TERMINATION**

12.1 In addition to Defendant's termination rights pursuant to Section 5.2.5, Named Plaintiffs or Defendant may terminate this Agreement by providing written notice to the other Parties hereto within ten (10) calendar days of any of the following events:

12.1.1 The Court does not enter a Preliminary Approval Order that conforms in material respects to Exhibit 3 hereof; or

12.1.2 The Court does not enter an Order of Final Approval and Judgment Approving Class Action Settlement, or if entered, such Order of Final Approval and Judgment Approving Class Action Settlement is reversed, vacated, or modified in any material respect by another court, except as provided for herein.

12.2 In the event that this Agreement terminates for any reason, all Parties shall be restored to their respective positions as of immediately prior to the date of execution of this Agreement, and shall proceed in all respects as if this Agreement and any related Court orders had not been made or entered. Upon termination, this Section and Sections 11 and 13.5 herein shall survive and be binding on the Parties, but this Agreement shall otherwise be null and void. In the event of termination pursuant to Sections 12.1 or 5.2.5, within five (5) business days after written notification of such event is sent by Defendant's Counsel or Class Counsel to the

Settlement Administrator and Escrow Agent, the Settlement Fund (including accrued interest), less Court-approved Notice and Administration Expenses up to \$40,000, shall be refunded to Defendant and its insurers, pursuant to an allocation to be provided by Defendant's Counsel. In such event, Defendant shall be entitled to any tax refund owing to the Settlement Fund. At the request of Defendant, the Settlement Administrator or its designee shall apply for any such refund and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for a refund, to Defendant and its insurers, pursuant to an allocation to be provided by Defendant's Counsel.

### **13. MISCELLANEOUS PROVISIONS**

13.1 Integration: The Agreement, including all Exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the Agreement and shall supersede any previous agreements, representations, communications, and understandings among the Parties with respect to the subject matter of the Agreement. The Agreement may not be changed, modified, or amended except in a writing signed by one of Class Counsel and one of Defendant's Counsel and, if required, approved by the Court. The Parties contemplate that the Exhibits to the Agreement may be modified by subsequent agreement of Defendant or Defendant's Counsel and Class Counsel, or by the Court.

13.2 Governing Law: This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, without reference to its choice of law rules. Any action to enforce the provisions of this Agreement shall be commenced in the United States District Court, Northern District of California.

13.3 Execution in Counterparts: The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures, signatures scanned to PDF and sent by e-mail, or DocuSign signatures shall be treated as original signatures and shall be binding.

13.4 Notices: Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by first class US Mail and e-mail to:



If to Plaintiffs or Class Counsel:

Kathryn A. Stebner  
STEBNER & ASSOCIATES  
870 Market Street, Suite 1212  
San Francisco, CA 94102  
Telephone: (415) 362-9800  
Facsimile: (415) 362-9801  
kathryn@stebnerassociates.com

Guy B. Wallace  
SCHNEIDER WALLACE COTTRELL KONECKY, LLP  
2000 Powell Street, Suite 1400  
Emeryville, CA 94608  
Telephone: (415) 421-7100  
Facsimile: (415) 421-7105  
gwallace@schneiderwallace.com

If to Defendant or Defendant's Counsel:

Jeffrey S. Ranen  
Soojin Kang  
LEWIS BRISBOIS BISGAARD & SMITH LLP  
633 West 5th Street, Suite 4000  
Los Angeles, CA 90071  
Telephone: (213) 250-1800  
Facsimile: (213) 250-7900  
Jeffrey.Ranen@lewisbrisbois.com  
Soojin.Kang@lewisbrisbois.com

Gregory J. Hollon  
Claire Martirosian  
McNAUL EBEL NAWROT & HELGREN, P.L.L.C  
600 University Street, Suite 2700  
Seattle, WA 98101  
Telephone: (206) 467-1816  
Facsimile: (206) 624-5128  
ghollon@mcnaul.com  
cmartirosian@mcnaul.com

13.5 Stay of Proceedings: Upon the execution of this Agreement, all discovery and other proceedings in the Actions shall be stayed until further order of the Court, except for proceedings that may be necessary to implement the Agreement or comply with or effectuate the terms of this Settlement Agreement.

13.6 Good Faith: The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. As part of this, the

Parties and their counsel agree that they will make no statements to the media (including blogs) regarding this settlement or the case. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

13.7 Protective Orders: All orders, agreements and designations regarding the confidentiality of documents and information (“Protective Orders”) remain in effect, and all Parties and counsel remain bound to comply with the Protective Orders, including the provisions to certify the destruction of documents deemed Confidential under the Protective Orders. Notwithstanding such provision in the Protective Order, Defendant’s Counsel and Class Counsel may retain copies of all deposition transcripts and exhibits and all documents submitted to the Court, but those documents must be kept confidential to the extent they were designated as “Confidential,” and will continue to be subject to the Protective Order.

13.8 Binding on Successors: This Agreement shall inure to the benefit of and be binding upon the respective agents, assigns, administrators, employees, trustees, executors, heirs, and successors in interest of each of the Parties.

13.9 Arms-Length Negotiations: The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

13.10 Recitals: The Recitals are a material part of this Agreement and are incorporated herein in their entirety.

13.11 Waiver: The waiver by any Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.

13.12 Exhibits: All Exhibits to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.

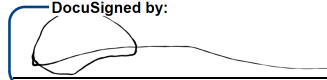
13.13 Taxes: No opinion concerning the tax consequences of the Agreement to any Settlement Class Member is given or will be given by Defendant, Defendant’s Counsel, or Class Counsel; nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting the Agreement, if any. Defendant and Released Parties are in no way liable or responsible for any taxes Class Counsel, Named Plaintiffs, Settlement Class Members or others may be required or obligated to pay as a result of the receipt of settlement benefits or payments relating to the Settlement or under this Agreement.

13.14 The Parties listed below hereby acknowledge that, prior to the execution of this Agreement, each consulted with their respective counsel of record.

IN WITNESS WHEREOF, each of the Parties hereto has caused the Agreement to be executed, all as of the day set forth below.

DATED: 1/5/2021

AEGIS SENIOR COMMUNITIES, LLC

DocuSigned by:  
  
17E8701BABDC400...

By: Dwayne Clark

Its: Founder, Chairman and CEO

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
KATHI TROY  
Successor-In-Interest for the Estate of June Newirth

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ELIZABETH BARBER  
Successor-In-Interest for the Estate of Margaret Pierce

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANDREW BARDIN  
Successor-In-Interest for the Estate of Margaret Pierce

DATED: \_\_\_\_\_

AEGIS SENIOR COMMUNITIES, LLC

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: 1/11/2021

By:   
KATHI TROY  
Successor-In-Interest for the Estate of June Newirth

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ELIZABETH BARBER  
Successor-In-Interest for the Estate of Margaret Pierce

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANDREW BARDIN  
Successor-In-Interest for the Estate of Margaret Pierce

DATED: \_\_\_\_\_

AEGIS SENIOR COMMUNITIES, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

By: \_\_\_\_\_

KATHI TROY

Successor-In-Interest for the Estate of June Newirth

DATED: 01/14/2021

By:  \_\_\_\_\_

ELIZABETH BARBER

Successor-In-Interest for the Estate of Margaret Pierce

DATED: \_\_\_\_\_

By: \_\_\_\_\_

ANDREW BARDIN

Successor-In-Interest for the Estate of Margaret Pierce

DATED: \_\_\_\_\_

AEGIS SENIOR COMMUNITIES, LLC

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

By: \_\_\_\_\_

KATHI TROY

Successor-In-Interest for the Estate of June Newirth


DATED: \_\_\_\_\_

By: \_\_\_\_\_

ELIZABETH BARBER

Successor-In-Interest for the Estate of Margaret Pierce

DATED: 1/15/2021

By:  \_\_\_\_\_

ANDREW BARDIN

Successor-In-Interest for the Estate of Margaret Pierce

DATED: 01-14-2021

By: Thomas Bardin  
THOMAS BARDIN  
Successor-In-Interest for the Estate of Margaret Pierce

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
STACY A. VAN VLECK  
Attorney in fact for Carol M. Morrison

DATED: \_\_\_\_\_

Approved as to form and agreed in substance to Section 9.2 by  
STEBNER & ASSOCIATES

By: \_\_\_\_\_  
KATHRYN STEBNER  
Attorney for Plaintiffs

DATED: \_\_\_\_\_

Approved as to form and agreed in substance to Section 9.2 by  
SCHNEIDER WALLACE COTTRELL KONECKY, LLP


By: \_\_\_\_\_  
GUY WALLACE  
Attorney for Plaintiffs



DATED: \_\_\_\_\_

By: \_\_\_\_\_  
THOMAS BARDIN  
Successor-In-Interest for the Estate of Margaret Pierce

DATED: January 13, 2021

By:  \_\_\_\_\_  
STACY A. VAN VLECK  
Attorney in fact for Carol M. Morrison

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
STEBNER & ASSOCIATES

By: \_\_\_\_\_  
KATHRYN STEBNER  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
SCHNEIDER WALLACE COTTRELL KONECKY, LLP

By: \_\_\_\_\_  
GUY WALLACE  
Attorney for Plaintiffs

DATED: \_\_\_\_\_

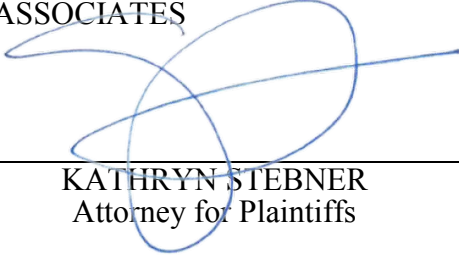
By: \_\_\_\_\_  
THOMAS BARDIN  
Successor-In-Interest for the Estate of Margaret Pierce

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
STACY A. VAN VLECK  
Attorney in fact for Carol M. Morrison

DATED: December 23, 2020 Approved as to form and agreed in substance to Section 9.2 by

STEBNER & ASSOCIATES

By: \_\_\_\_\_  
  
KATHRYN STEBNER  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by

SCHNEIDER WALLACE COTTRELL KONECKY, LLP

By: \_\_\_\_\_  
GUY WALLACE  
Attorney for Plaintiffs

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
THOMAS BARDIN  
Successor-In-Interest for the Estate of Margaret Pierce


DATED: \_\_\_\_\_

By: \_\_\_\_\_  
STACY A. VAN VLECK  
Attorney in fact for Carol M. Morrison


DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
STEBNER & ASSOCIATES

By: \_\_\_\_\_  
KATHRYN STEBNER  
Attorney for Plaintiffs

DATED: January 4, 2021 Approved as to form and agreed in substance to Section 9.2 by  
SCHNEIDER WALLACE COTTRELL KONECKY, LLP

By:  \_\_\_\_\_  
GUY WALLACE  
Attorney for Plaintiffs

DATED: 12/31/20 Approved as to form and agreed in substance to Section 9.2 by  
DENTONS US LLP

By:   
CHRISTOPHER HEALEY  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
LAW OFFICE OF MICHAEL D. THAMER

By: \_\_\_\_\_  
MICHAEL D. THAMER  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
ARNS LAW FIRM

By: \_\_\_\_\_  
ROBERT S. ARNS  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
JANSSEN MALLOY LLP

By: \_\_\_\_\_  
W. TIMOTHY NEEDHAM  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
DENTONS US LLP

By: \_\_\_\_\_  
CHRISTOPHER HEALEY  
Attorney for Plaintiffs

DATED: 12-31-20 Approved as to form and agreed in substance to Section 9.2 by  
LAW OFFICE OF MICHAEL D. THAMER

By: \_\_\_\_\_  
MICHAEL D. THAMER  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
ARNS LAW FIRM

By: \_\_\_\_\_  
ROBERT S. ARNS  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
JANSSEN MALLOY LLP

By: \_\_\_\_\_  
W. TIMOTHY NEEDHAM  
Attorney for Plaintiffs

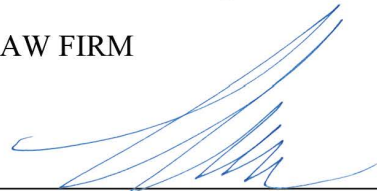
DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
DENTONS US LLP

By: \_\_\_\_\_  
CHRISTOPHER HEALEY  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
LAW OFFICE OF MICHAEL D. THAMER

By: \_\_\_\_\_  
MICHAEL D. THAMER  
Attorney for Plaintiffs

DATED: January 4, 2021 Approved as to form and agreed in substance to Section 9.2 by  
ARNS LAW FIRM

By: \_\_\_\_\_  
  
ROBERT S. ARNS  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
JANSSEN MALLOY LLP

By: \_\_\_\_\_  
W. TIMOTHY NEEDHAM  
Attorney for Plaintiffs

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DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
ARNS LAW FIRM

By: \_\_\_\_\_  
ROBERT S. ARNS  
Attorney for Plaintiffs

DATED: 12/23/20 Approved as to form and agreed in substance to Section 9.2 by  
JANSSEN MALLOY LLP

By: \_\_\_\_\_  
  
W. TIMOTHY NEEDHAM  
Attorney for Plaintiffs

DATED: January 4, 2021 Approved as to form and agreed in substance to Section 9.2 by  
MARKS, BALETTE, GIESSEL & YOUNG, P.L.L.C.

By:   
DAVID T. MARKS  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
ZWERLING, SCHACHTER & ZWERLING, LLP

By: \_\_\_\_\_  
DAN DRACHLER  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
EMBER LAW P.L.L.C.

By: \_\_\_\_\_  
LEAH S. SNYDER  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
NEEDHAM KEPNER & FISH LLP

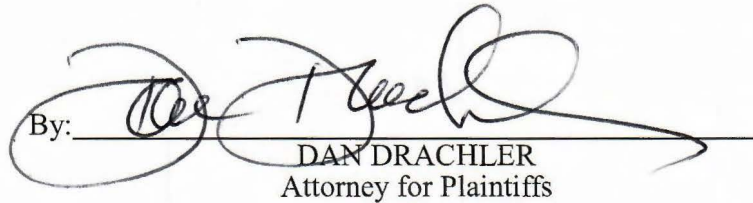
By: \_\_\_\_\_  
KIRSTEN FISH  
Attorney for Plaintiffs



DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
MARKS, BALETTE, GIESSEL & YOUNG, P.L.L.C.

By: \_\_\_\_\_  
DAVID T. MARKS  
Attorney for Plaintiffs

DATED: 12/27/20 Approved as to form and agreed in substance to Section 9.2 by  
ZWERLING, SCHACHTER & ZWERLING, LLP

By:  \_\_\_\_\_  
DAN DRACHLER  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
EMBER LAW P.L.L.C.

By: \_\_\_\_\_  
LEAH S. SNYDER  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
NEEDHAM KEPNER & FISH LLP

By: \_\_\_\_\_  
KIRSTEN FISH  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
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By: \_\_\_\_\_  
DAVID T. MARKS  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
ZWERLING, SCHACHTER & ZWERLING, LLP

By: \_\_\_\_\_  
DAN DRACHLER  
Attorney for Plaintiffs

DATED: 1/4/21 Approved as to form and agreed in substance to Section 9.2 by  
EMBER LAW P.L.L.C.

By: \_\_\_\_\_  
LEAH S. SNYDER  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
NEEDHAM KEPNER & FISH LLP

By: \_\_\_\_\_  
KIRSTEN FISH  
Attorney for Plaintiffs

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By: \_\_\_\_\_  
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DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
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Attorney for Plaintiffs

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By: \_\_\_\_\_  
LEAH S. SNYDER  
Attorney for Plaintiffs

DATED: 12/23/2020 Approved as to form and agreed in substance to Section 9.2 by  
NEEDHAM KEPNER & FISH LLP

By: \_\_\_\_\_  
  
KIRSTEN FISH  
Attorney for Plaintiffs

**EXHIBITS**

**Document**

**Exhibit Number**

Injunction (Exhibit A addendum thereto to be provided to Class Counsel and made available to Settlement Class Members upon their request) .....1

Class Notice (Long Form and Summary Form) .....2

Proposed Preliminary Approval Order .....3

Escrow Agreement and Escrow Procedure Agreement (redacted of personally identifiable and security related confidential information).....4

# **EXHIBIT 1**

1 Christopher J. Healey, State Bar No. 105798  
2 **DENTONS US LLP**  
3 4655 Executive Drive, Suite 700  
4 San Diego, CA 92121  
5 Tel: (619) 236-1414  
6 Fax: (619) 232-8311

7 Kathryn A. Stebner, State Bar No. 121088  
8 George Kawamoto, State Bar No. 280358  
9 Brian S. Umpierre, State Bar No. 236399  
10 **STEBNER AND ASSOCIATES**  
11 870 Market Street, Suite 1212  
12 San Francisco, CA 94102  
13 Tel: (415) 362-9800  
14 Fax: (415) 362-9801

15 Guy B. Wallace, State Bar No. 176151  
16 **SCHNEIDER WALLACE**  
17 **COTTRELL KONECKY LLP**  
18 2000 Powell Street, Suite 1400  
19 Emeryville, California 94608  
20 Tel: (415) 421-7100  
21 Fax: (415) 421-7105

22 [Additional counsel listed on signature page]

23 Attorneys for Plaintiff and the Proposed Class

24 **UNITED STATES DISTRICT COURT**  
25 **NORTHERN DISTRICT OF CALIFORNIA**

26 June Newirth, by and through her Guardian  
27 ad Litem, Frederick J. Newirth; Barbara  
28 Feinberg; and Elizabeth Barber, Andrew  
Bardin, and Thomas Bardin as successors-in-  
interest to the Estate of Margaret Pierce; on  
their own behalves and on behalf of others  
similarly situated,

Plaintiffs,

vs.

Aegis Senior Communities, LLC, dba Aegis  
Living; and Does 1 Through 100,

Defendants.

CASE NO. 4:16-cv-03991-JSW

**STIPULATED INJUNCTION AND ORDER**

1 This injunction (“Injunction”) is entered into and shall be enforceable against Aegis Senior  
2 Living Communities LLC (“Aegis”) (“Defendant”), and its agents, subsidiaries and assigns.

3 As referenced herein, the term “Community” and “Communities” means any residential  
4 care facility for the elderly (RCFE) or assisted living facility (ALF) that is owned or operated by  
5 Aegis in California and Washington.

6 This Court has jurisdiction over the Parties and the claims asserted by the Named Plaintiffs  
7 in this action. The following injunction (“Injunction”) shall be entered:

8 **DISCLOSURE REQUIREMENTS**

9 1. Aegis personnel shall refrain from making any oral or written statements to current  
10 or prospective residents (and if applicable, family members or representatives of current or  
11 prospective residents) that state or imply that resident assessments are the only factor used to  
12 determine, set or monitor staffing levels at Aegis communities.

13 2. Aegis shall ensure that all new Residence and Care Agreements at its communities  
14 provided to, made available or entered into after the Effective Date (as defined in the Settlement  
15 Stipulation) contain disclosures substantially in the form as follows: (a) the resident assessments  
16 described in the Residence and Care Agreement, including those conducted at the time of  
17 admission and thereafter during a resident’s stay, are considered by Aegis in determining, setting  
18 and monitoring staffing levels at its communities. Aegis considers the assessments and other  
19 factors to determine, set or monitor staffing levels at Aegis communities; and (b) Aegis does not  
20 guarantee that any resident will receive a specific number of minutes or amount of care on any  
21 given day or time period.

22 3. Aegis shall ensure that its web pages, marketing brochures or other materials, and  
23 any other written statements provided to or made available to the consuming public in California  
24 and Washington after the Effective Date and that discuss resident assessments contain the  
25 following disclosure substantially in this form: “In determining and monitoring staffing levels,  
26 Aegis considers resident assessments and other factors.”

27 4. Not later than the Effective Date, Aegis shall ensure that all Residence and Care  
28 Agreements, web pages, marketing brochures or other materials, and any other written statements

1 to be provided to or made available to the consuming public in California and Washington and  
2 that discuss resident assessments are in compliance with the terms of this Injunction. The  
3 requirements of this paragraph of the Injunction shall apply only to Residence and Care  
4 Agreements, marketing brochures, web pages and any other statements provided to, made  
5 available or entered into with new or prospective residents after the Effective Date, and shall not  
6 require or obligate Aegis to amend or modify Residence and Care Agreements or other documents  
7 or statements provided to, made available or entered into prior to the Effective Date.

8 **STAFFING REQUIREMENTS**

9 5. Not later than the Effective Date, Aegis shall ensure continued compliance with all  
10 applicable regulations, including those related to providing staffing levels sufficient to provide  
11 current residents with the care services set forth in their service plans, including but not limited to:  
12 22 CCR § 87411(a), § 87705(c)(4), WAC 388-78A-2450, WAC 388-78A-2160.

13 6. Without limitation to (and consistent with) the above-stated requirements, Aegis  
14 shall set staffing at its facilities based on Aegis's determination of the staffing hours reasonably  
15 required to perform the assessed care tasks needed by the residents as determined by Aegis's  
16 assessment procedures, the amount of time it takes to accomplish the given tasks, the experience  
17 and/or education of the staff, and the ability of staff to perform various tasks in parallel.

18 **COMPLIANCE REPORTS AND MONITORING**

19 7. Aegis shall implement appropriate internal monitoring procedures to ensure  
20 compliance with all terms of this Injunction. Without limitation, not later than June 1, 2022, Aegis  
21 shall implement a software program to monitor care service delivery to all residents. By that date,  
22 Aegis shall also implement an auditing process for Aegis to investigate and correct deviations  
23 from Aegis care standards.

24 8. On or before thirty (30) calendar days before the Effective Date, Aegis shall  
25 provide to Class Counsel: (a) an exemplar of the staffing compliance report referenced in  
26 paragraph 9 below; and (b) the revised Residence and Care Agreement referenced in paragraph 2  
27 above.

28



1           9.       Six months after the Effective Date occurs, and semi-annually thereafter, Aegis  
2 shall provide Plaintiffs’ Counsel with an Injunction Compliance Report verifying compliance with  
3 the requirements herein. The Injunction Compliance Report Addendum, which sets for the  
4 specifics of the Injunction Compliance Report, has been provided to Class Counsel and is  
5 available to Settlement Class Members upon their request. Aegis shall respond to reasonable  
6 inquiries from Plaintiffs’ Counsel regarding such reports and meet and confer regarding same.

7           10.      On or before fifteen (15) calendar days after the Effective Date, Aegis shall file  
8 with the Court a sworn declaration that confirms compliance with all terms of this Injunction.

9       **OTHER PROVISIONS**

10          11.     Nothing stated in this Injunction shall relieve Aegis from complying with any other  
11 applicable federal or state law or regulation.

12          12.     The District Court shall retain continuing jurisdiction over all parties and over this  
13 action for purposes of the interpretation and enforcement of the terms of this Injunction. If Aegis  
14 violates the terms of this Injunction, Plaintiffs may seek a Court order extending the Injunction  
15 duration, in addition to any other available remedy; Aegis reserves all rights to challenge and  
16 oppose any such requests. If questions arise concerning Aegis’ compliance with any term of this  
17 Injunction, the parties shall engage in reasonable meet and confer efforts before seeking Court  
18 relief.

19          13.     The Injunction shall remain in force and effect for a period of three (3) years  
20 commencing on the Effective Date. Upon the expiration of the three (3) year period, the Injunction  
21 shall terminate and no longer be enforceable.

22               IT IS SO ORDERED, ADJUDGED AND DECREED.

23  
24 DATED: \_\_\_\_\_

\_\_\_\_\_   
The Honorable Jeffrey S. White

25  
26 US\_Active\115315151\V-1

# **EXHIBIT 2**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*The United States District Court, Northern District of California has authorized this Notice. It is not a solicitation from a lawyer.*

Did you (in this notice, the terms “you”, “your”, “yourself” mean you and the person, if any, to whom you are the legal successor) reside at one of the Aegis Living branded assisted living facilities owned and/or operated by Aegis Senior Communities, LLC, dba Aegis Living (“Aegis”)

(1) in California at any time between April 12, 2012 through and including October 30, 2020, or

(2) in Washington at any time between March 8, 2014 through and including October 30, 2020?

If so, please read this notice very carefully and in its entirety. Your rights are probably affected by a class settlement of a lawsuit because you may be a member of the settlement class. If you are a member of the settlement class, you must decide whether to:

- 1) include yourself in the settlement class and seek money from the class settlement but give up your right to sue in a different case about the same subject matter. If you choose this option, you do not need to do anything, as you will automatically be included in the settlement class;
- 2) include yourself in the settlement class and seek money from the class settlement, give up your right to sue in a different case about the same subject matter, but object to the terms of the settlement. If you choose this option, you do not need to do anything in order to be included in the settlement class, as you will automatically be included in the settlement class. However, if you want to object to the terms of the settlement, you or your own counsel will need to prepare and submit a written objection; or
- 3) exclude yourself from the settlement class and give up your right to seek money from the class settlement but keep your right to sue in a different case about the same subject matter. If you choose this option, you will need to prepare and submit a written request to be excluded from the settlement class.

**NOTICE OF PENDENCY OF A PROPOSED CLASS ACTION LAWSUIT:** Please be advised that your rights may be affected by a lawsuit entitled *June Newirth, by and through her Guardian ad Litem, Frederick J. Newirth; Barbara Feinberg; and Elizabeth Barber, Andrew Bardin, and Thomas Bardin as successors-in-interest to the Estate of Margaret Pierce; on their own behalves and on behalf of others similarly situated vs. Aegis Senior*

*Communities, LLC, dba Aegis Living; and Does 1 – 100* (case number 4:16-cv-03991-JSW), pending in the United States District Court, Northern District of California – Oakland and a lawsuit entitled *Carol M. Morrison, et al. v. Aegis Senior Communities, LLC, dba Aegis Living* (case no. 18-2-06326-4-SEA), pending in Washington state court (collectively “lawsuit”), if you resided at one of the Aegis Living branded assisted living facilities (1) in California at any time between April 12, 2012 through and including October 30, 2020, or (2) in Washington at any time between March 8, 2014 through and including October 30, 2020.

**NOTICE OF SETTLEMENT:** Please be advised that named plaintiffs June Newirth, by and through her Guardian ad Litem, Frederick J. Newirth; Elizabeth Barber, Andrew Bardin, and Thomas Bardin as successors-in-interest to the Estate of Margaret Pierce; and Carol M. Morrison by Stacy A. Van Vleck as Attorney-in-Fact (“Plaintiffs” or “Class Representatives”), on behalf of themselves and all of the other Settlement Class Members (as defined below), have reached a proposed settlement with Aegis on the terms and conditions set forth in the Stipulation of Settlement entered into by and between Plaintiffs and Aegis. The Court in charge of this lawsuit still has to decide whether to approve the settlement. A settlement fund will be available for distribution to the Settlement Class, and an Injunction will become effective, only if the settlement is approved by the Court and the approval is upheld following any appeals.

The following provides a detailed description about the proposed class settlement and the rights you have if you are a Settlement Class Member, the benefits available under the settlement and how you can get the benefits, including the relevant deadlines and requirements.

**BASIC INFORMATION**

<b>WHAT IS THIS LAWSUIT ABOUT?</b>
<p>Plaintiffs bring this proposed class action on behalf of residents of Aegis Living branded assisted living communities owned or operated by Aegis in California and Washington, alleging that Aegis made misleading statements and/or omissions about how resident evaluations would be used to determine, set and monitor staffing levels at Aegis's assisted living facilities in California and Washington, which Plaintiffs allege resulted in monetary damages to residents.</p> <p>Aegis denies all allegations and claims in the lawsuit and denies that it committed any wrongdoing. This settlement is not an admission of any wrongdoing by Aegis.</p> <p>The Parties have agreed to settle the lawsuit on the terms and conditions explained in this notice.</p>
<b>WHY IS THIS A CLASS ACTION?</b>
<p>In a class action, one or more people called class representatives (in this case, the Named Plaintiffs listed above) sue on behalf of people who they believe have similar claims. If the</p>

court decides that the case should proceed as a class action, all of these people are called a Class or Class Members and one court resolves the issues for all Class Members, except for those who choose to exclude themselves from the Class.

The Plaintiffs and Aegis disputed whether this case should proceed as a class action. The court has not decided whether this case should proceed as a class action.

Judge Jeffrey S. White of the United States District Court, Northern District of California – Oakland, is in charge of this proposed class action.

#### **WHY IS THERE A SETTLEMENT?**

The Court also has not decided the merits of this case in favor of Plaintiffs or Aegis. Instead, both sides agreed to a settlement. That way, they avoid the cost, uncertainty, and distraction of further litigation and a potential trial. The Class Representatives and their attorneys think the settlement is in the best interest of the Settlement Class Members taking into account the benefits of the proposed settlement, the risks of continued litigation, and the delay in obtaining relief for the Class if the lawsuit continues.

#### **WHO IS IN THE SETTLEMENT CLASS?**

You are a Settlement Class Member if you resided at one of the Aegis Living branded assisted living facilities (1) in California at any time between April 12, 2012 through and including October 30, 2020, or (2) in Washington at any time between March 8, 2014 through and including October 30, 2020 (collectively, the “Settlement Class Period”), including without limitation the following communities: Aegis Gardens (Fremont), Aegis of Aptos, Aegis of Carmichael, Aegis of Corte Madera, Aegis of Dana Point, Aegis of Fremont, Aegis of Granada Hills, Aegis of Laguna Niguel, Aegis of Moraga, Aegis of Napa, Aegis of Pleasant Hill, Aegis of San Francisco, Aegis of San Rafael\*, Aegis of Shadowridge (Oceanside), Aegis of Ventura, Aegis Gardens (Newcastle), Aegis Lodge (Kirkland), Aegis of Ballard, Aegis of Bellevue, Callahan House (Shoreline), Aegis of Issaquah, Aegis of Kent, Aegis of Kirkland, Aegis of Lynnwood, Aegis of Madison (Seattle), Aegis of Marymoor (Redmond), Aegis of Mercer Island, Queen Anne on Galer, Queen Anne Rodgers Park, Aegis of Ravenna (Seattle), Aegis of Redmond, Aegis of Shoreline, and Aegis of West Seattle.

\*With respect to Aegis of San Rafael, the Settlement Class includes only persons who resided at the Aegis of San Rafael facility between April 12, 2012 through and including March 31, 2016.

To be eligible for benefits under the settlement, you must be a Settlement Class Member or a legal successor to a deceased Settlement Class Member.

### **THE SETTLEMENT BENEFITS**

#### **CASH PAYMENTS AND INJUNCTIVE RELIEF**

Under the terms of the settlement, Aegis has agreed to provide a total settlement fund of \$16.25 million (the “Fund”) in full settlement of the claims of the Settlement Class. The Fund will be used to pay for class notice and payment distribution administration expenses (not to exceed \$ \_\_\_\_\_), as well as Class Counsel’s attorneys’ fees not to exceed \$6.35 million, Class Counsel’s litigation expenses not to exceed \$1,300,000, and service awards not to exceed \$15,000 to each Class Representative. The remaining amount (the “Net Settlement Fund”) will be used to make cash payments to Settlement Class Members (or if a Settlement Class Member is deceased, to their legal successor). Depending on the amounts the Court awards for the Class Counsel’s attorneys’ fees and costs, the estimated cash payment for each Settlement Class Member will be approximately \_\_\_% of the amount of the Community Fee paid during the Settlement Class Period. By way of illustration only, if a Settlement Class Member paid a Community Fee of \$1,000, their estimated settlement payment is \$ \_\_\_\_\_. Settlement Class Members who paid no Community Fee shall each be entitled to a Settlement Award in an amount to be proposed by Plaintiffs’ Counsel after receipt of the Community Fee information, subject to approval by the Court. Settlement Class Members for whom Aegis Living does not have Community Fee information available shall each be entitled to a Settlement Award that will be approximately \_\_\_% of the average amount of the Community Fee paid by Settlement Class Members in the earliest year when Community Fee information is available, adjusted for the percentage of Settlement Class Members who paid Community Fees. The settlement distribution process will be administered by an independent settlement administrator (the “Settlement Administrator”) approved by the Court. **The settlement amount and Net Settlement Fund are contingent on final approval by the Court.**

In addition, as part of the settlement Aegis has agreed to an Injunction, which is subject to Court approval, in which, among other things, Aegis is to ensure that its caregiver staffing levels are sufficient to provide residents with the care services set forth in their service plans. While Aegis believes it has always done and will continue to do this, irrespective of an Injunction, the Injunction provides a verification mechanism. The Injunction will remain in place for three years. The full terms of the Injunction are available on the Settlement Website at **[web address]**, or at the public court records on file in this lawsuit.

**AMOUNT OF CASH PAYMENT**

The actual cash payment amounts to Settlement Class Members will be determined by the Settlement Administrator based on the formula described in the Stipulation of Settlement and may be increased if funds are available. Subject to Court approval, the Administrator will reserve \$25,000 from the Fund to pay claims that are submitted late. Any amounts left in the Fund and not paid from the reserve or from uncashed checks, if any, will be paid to Groceries for Seniors or other non-profit organization(s) approved by the Court.

**HOW CAN I GET A CASH PAYMENT?**

If you are a Settlement Class Member and the address above is correct, **you do not need to take any action.** Your cash payment will be mailed to you if the settlement is approved by the Court and becomes effective. If your address has changed, you must provide your new address to the Settlement Administrator. If a Settlement Class Member is deceased, his or her legal

<p>successor must submit a payment request and supporting documentation to the Settlement Administrator. To contact the Settlement Administrator, visit <b>[insert website]</b> or call <b>[insert]</b>.</p>
<p><b>WHEN WILL I RECEIVED MY SETTLEMENT AWARD?</b></p>
<p>The Court will hold a final approval hearing on <b>[date]</b> at <b>[time]</b> before the Honorable Jeffrey S. White, Courtroom 5, United States District Court, Northern District of California – Oakland, 1301 Clay Street, Oakland, California 94612, to decide whether to approve the settlement. <b>The date, time, or place of the final approval hearing may be changed by the Court without notice to the Settlement Class, and you should check the Settlement Website at [insert web address] or the public court records on file in this lawsuit for any updates.</b> If the Court approves the settlement, there may be appeals, which could extend the process by several months or more.</p>
<p><b>IN RETURN FOR THESE SETTLEMENT BENEFITS, WHAT AM I GIVING UP?</b></p>
<p>If the Court approves the proposed settlement and you do not request to be excluded from the Settlement Class, you must release (meaning, give up) all legal claims concerning Aegis's alleged misrepresentations and/or nondisclosures with respect to whether or how resident assessments are used to set, determine, or monitor staffing levels in Aegis's assisted living facilities in California or Washington. The release includes any claim for losses, damages, Community Fees, care services fees, rent, entrance fees, transfer fees or other fees charged to or paid at any time during the Class Period by or on behalf of a Settlement Class Member based on the allegations stated in the lawsuit. <b>This includes any other lawsuit or proceeding already in progress.</b> The Release does not include claims solely for personal injury, wrongful death, bodily harm, or emotional distress resulting from personal injury, wrongful death, or bodily harm.</p> <p>The judgment and orders entered in this case, whether favorable or unfavorable, will bind all Settlement Class Members who do not request to be excluded. The full terms of the Release are contained in the Stipulation of Settlement that is available on the Settlement Website at <b>[web address]</b>, or at the public court records on file in this lawsuit.</p>

**THE LAWYERS REPRESENTING YOU**

<p><b>DO I HAVE A LAWYER IN THIS CASE?</b></p>
<p>All Settlement Class Members are represented by Plaintiffs’ Counsel, who have been preliminarily approved by the Court to serve as Class Counsel representing the Settlement Class for purposes of the settlement. If you want to be represented by your own lawyer, you may hire one at your own expense and enter an appearance through your own counsel.</p>
<p><b>HOW WILL THE LAWYERS BE PAID?</b></p>
<p>Class Counsel will ask the Court to award their attorneys’ fees not to exceed \$6.35 million and their litigation expenses not to exceed \$1,300,000. The actual award of attorneys’ fees and litigation expenses to Class Counsel will be decided by the Court upon consideration of all</p>

relevant factors, including what is fair, reasonable and consistent with prevailing marketplace standards. The amount of attorneys' fees and costs awarded by the Court to Class Counsel will be paid from the Fund.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue Aegis on your own about the legal issues in this case, then you must take steps to be excluded from the settlement. This is called excluding your self – or is sometimes referred to as opting out of the Settlement Class.

#### HOW DO I GET OUT OF THE SETTLEMENT?

If you do not wish to be included in the Settlement Class and receive a cash payment, you must send a letter stating that you want to be excluded from the Settlement Class in *June Newirth, et al. v. Aegis Senior Communities, LLC, dba Aegis Living*, case no. 4:16-cv-03991-JSW (United States District Court, Northern District of California – Oakland).

Be sure to include your name, your current address and telephone number, your signature (or that of the legal representative, along with the representative's name, current address, and telephone number), and a statement that you wish to be excluded from the Settlement Class.

You must mail your letter requesting exclusion by first class United States mail postmarked no later than **[date]** to: **[insert Administrator address]**

You cannot exclude yourself via telephone, fax, or email.

#### WHAT HAPPENS IF I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. However, you will not be legally bound by anything that happens in this lawsuit and you will keep your right to separately pursue claims against Aegis relating to the subject matter of this lawsuit.

#### IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANTS FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up the right to sue Aegis for the claims that this settlement resolves. You must exclude yourself from *this* case and the Settlement Class to pursue your own lawsuit. Remember, your letter requesting exclusion must be postmarked on or before **[date]**.

#### IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from the settlement. But, you will not lose any right you may have to sue (or continue to sue) in a different lawsuit against Aegis about the legal issues or claims in this case. If you choose to initiate a new lawsuit, your claim will be subject to time limitations.



## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not like the settlement or some part of it.

### HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

If you are a Settlement Class Member (or a legal representative of such person), you can object to the settlement if you do not like any part of it, and the Court will consider your views. To object, you must file a letter with the Court and serve a copy to Class Counsel and Aegis's Counsel saying that you object to the settlement in *June Newirth, et al. v. Aegis Senior Communities, LLC, dba Aegis Living*, case no. 4:16-cv-03991-JSW (United States District Court, Northern District of California – Oakland).

Be sure to include a heading which refers to the name of this case, your name, your address, your telephone number, your signature, a statement that you resided at Aegis during the Settlement Class Period or that you are a legal successor to such a person, the name of the Aegis community at which you or the person to whom you are a legal successor resided, a statement whether you intend to appear at the Final Approval Hearing, and the reasons and facts for why you object to the settlement. You must also affirm under penalty of perjury that you are a Settlement Class Member (or a legal representative of or successor to a Settlement Class Member) or provide other proof of Settlement Class membership. If you are represented by counsel, be sure to include the name, address, and telephone number of that lawyer.

Your objection ***must be received by*** these four different places no later than **[date]**:

Clerk of the Court, Courtroom 5  
United States District Court, Northern District of California – Oakland  
1301 Clay Street, Oakland, California 94612

Kathryn A. Stebner  
STEBNER AND ASSOCIATES  
870 Market Street, Suite 1212  
San Francisco, CA 94102  
Telephone: (415) 362-9800

Jeffrey S. Ranen  
LEWIS BRISBOIS BISGAARD & SMITH LLP  
633 West 5th Street, Suite 4000  
Los Angeles, CA 90071  
Telephone: (213) 250-1800

Gregory J. Hollon  
McNAUL EBEL NAWROT & HELGREN, P.L.L.C  
600 University Street, Suite 2700  
Seattle, WA 98101  
Telephone: (206) 467-1816

**WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?**

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class or the lawsuit. You cannot request exclusion **and** object to the settlement. If you exclude yourself, you have no basis to object because the lawsuit and settlement no longer affect you.

**THE FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing to decide whether to approve the settlement. You may attend, and you may ask to speak at the hearing, but you are not required to do either.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Final Approval Hearing at **[time]** and **[date]** before the Honorable Jeffrey S. White, Courtroom 5, United States District Court, Northern District of California – Oakland, 1301 Clay Street, Oakland, California 94612. **The hearing date or time may be changed by the Court without notice to the Settlement Class, and you should check the Settlement Website at [web address] or the public court records on file in this lawsuit at <https://ecf.cand.uscourts.gov> for any updates.** At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable and adequate. The Court will also consider how much to award Class Counsel as reasonable attorneys' fees and litigation expenses. We do not know how long this decision will take.

**DO I HAVE TO COME TO THE HEARING?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to come to the hearing at your own expense. If you submit an objection, you do not have to attend the hearing. As long as you filed and delivered your written objection on time, signed it and provided all of the required information, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

**MAY I SPEAK AT THE HEARING?**

In its discretion, the Court may or may not allow Settlement Class Members to speak at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

**IF YOU DO NOTHING**

**WHAT HAPPENS IF I DO NOTHING AT ALL?**

If you do nothing, you will be part of the Settlement Class. You will receive a cash payment from the settlement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Aegis about the claims and issues in this case.

**GETTING MORE INFORMATION**

**ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?**

The Stipulation of Settlement contains the complete terms of the parties' agreement. You can get a copy at [**Settlement Website**], or by reviewing the records on file in the Court's civil case records at <https://ecf.cand.uscourts.gov>.

The pleadings and other documents in this lawsuit may also be examined during regular business hours at the Office of the Clerk, United States District Court, Northern District of California – Oakland, 1301 Clay Street, Oakland, California 94612 or online at <https://ecf.cand.uscourts.gov>.

If you have additional questions, you may call the Settlement Administrator at [**insert**].

**DO NOT CONTACT THE COURT OR COURT CLERK'S OFFICE  
REGARDING THIS NOTICE.**

**By order of the Honorable Jeffrey S. White, United States District Court, Northern District of California – Oakland.**

DATED: \_\_\_\_\_

[/s/ The Honorable Jeffrey S. White]

Judge of the United States District Court

Northern District of California – Oakland

## **LEGAL NOTICE**

**If you resided at one of the Aegis Living branded assisted living facilities  
(1) in California at any time between April 12, 2012 through and including October 30, 2020, or  
(2) in Washington at any time between March 8, 2014 through and including October 30, 2020,  
you are a potential Settlement Class Member and could be entitled to benefits under a class action settlement.**

### **WHAT IS THIS LAWSUIT ABOUT?**

A proposed settlement of a class action entitled *June Newirth, et al. v. Aegis Senior Communities, LLC, dba Aegis Living*, and *Carol M. Morrison et al. v. Aegis Senior Communities, LLC, dba Aegis Living*, has been reached in the United States District Court, Northern District of California – Oakland (case number 16-cv-03991-JSW).

Plaintiffs allege that Aegis made misleading statements and/or omissions about how resident evaluations would be used to determine, set and monitor staffing levels at Aegis's assisted living facilities in California and Washington, which Plaintiffs allege resulted in monetary damages to residents. Aegis denies all allegations and claims in the lawsuit and denies that it committed any wrongdoing. This settlement is not an admission of any wrongdoing by Aegis.

### **WHAT DOES THE SETTLEMENT PROVIDE?**

If the Court approves the proposed settlement and you do not request to be excluded from the settlement class, the cash payment for each Settlement Class Member who paid a Community Fee during the Settlement Class Period will be approximately \_\_\_% of the amount of the Community Fee paid, depending on the amounts the Court awards for attorneys' fees and costs. Settlement Class Members who paid no Community Fee or for whom payment information is unavailable shall each be entitled to a Settlement Award in an amount to be calculated as set forth in the Settlement Stipulation and approved by the Court. To be eligible for benefits under the settlement, you must be a Settlement Class Member or a legal successor of a deceased Settlement Class Member.

### **WHAT ARE MY RIGHTS AND OPTIONS?**

If you are a Settlement Class Member, you may include yourself in the settlement class and seek money from the class settlement but give up your right to sue in a

different case about the same subject matter. If you choose this option, you do not need to do anything, as you will automatically be included in the settlement class. Alternatively, you can include yourself in the settlement class and seek money from the class settlement, give up your right to sue in a different case about the same subject matter, but object to the terms of the settlement by submitting a written objection. Your third option is to exclude yourself from the settlement class and give up your right to seek money from the class settlement but keep your right to sue in a different case about the same subject matter. You will need to prepare and submit a timely written request to be excluded from the settlement class. Please visit **[settlement website]** for instructions on how to submit a written objection to the settlement or a request for exclusion. Written objections and exclusion requests must be submitted no later than **[date]**.

### **FAIRNESS HEARING**

The Court will hold a Final Approval Hearing on **[date]** at **[time]**, to decide whether to approve the settlement before the Honorable Jeffrey S. White, Courtroom 5, United States District Court, Northern District of California – Oakland, 1301 Clay Street, Oakland, California 94612. The Court will also decide Plaintiffs' request for attorneys' fees (not to exceed \$6.35 million) and litigation costs (not to exceed \$1,300,000). The date, time, or place may be changed by the Court without notice to the settlement class, so please check for updates on the Settlement Website at **[settlement website]**. **You do not need to attend the hearing but may do so at your own expense.**

### **OBTAIN MORE INFORMATION**

More information about the lawsuit and settlement can be found at **[settlement website]**, by calling the number below, or by reviewing online court records at <https://ecf.cand.uscourts.gov>.

**[settlement website]  
1-888-XXX-XXXX**

# **EXHIBIT 3**

1 Kathryn A. Stebner, State Bar No. 121088

2 **STEBNER AND ASSOCIATES**

3 870 Market Street, Suite 1212

4 San Francisco, CA 94102

5 Tel: (415) 362-9800

6 Fax: (415) 362-9801

7 Guy B. Wallace, State Bar No. 176151

8 **SCHNEIDER WALLACE COTTRELL KONECKY LLP**

9 2000 Powell Street, Suite 1400

10 Emeryville, CA 94608

11 Tel: (415) 421-7100

12 Fax: (415) 421-7105

13 [Additional counsel listed on service list]

14 Attorneys for Plaintiff and the Proposed Class

15 **UNITED STATES DISTRICT COURT**

16 **NORTHERN DISTRICT OF CALIFORNIA - OAKLAND**

17 June Newirth, by and through her Guardian  
18 ad Litem, Frederick J. Newirth; Barbara  
19 Feinberg; and Elizabeth Barber, Andrew  
20 Bardin, and Thomas Bardin as successors-in-  
21 interest to the Estate of Margaret Pierce; on  
22 their own behalves and on behalf of others  
23 similarly situated,

24 Plaintiffs,

25 vs.

26 Aegis Senior Communities, LLC, dba Aegis  
27 Living; and Does 1 Through 100,

28 Defendants.

CASE NO. **4:16-cv-03991-JSW**

**[PROPOSED] ORDER PRELIMINARILY  
APPROVING CLASS ACTION  
SETTLEMENT**

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Judge: Hon. Jeffrey S. White  
Courtroom 5, 2nd Floor

Action Filed: April 12, 2016  
Trial Date: None Set

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**RECITALS**

A. Plaintiffs June Newirth, by and through her successor-in-interest Kathi Troy; Elizabeth Barber, Andrew Bardin, and Thomas Bardin as successors-in-interest to the Estate of Margaret Pierce; and Carol M. Morrison by Stacy A. Van Vleck as Attorney-in-Fact (collectively, “Plaintiffs”), on their own behalf and on behalf of others similarly situated, and Defendant Aegis Senior Communities, LLC, dba Aegis Living (“Defendant”) have entered into a Stipulation of Settlement (“Settlement Stipulation”), dated \_\_\_\_\_, 2020, to resolve the action *June Newirth, et al. v. Aegis Senior Communities, LLC, dba Aegis Living*, case no. 16-cv-03991-JSW (“California Action”) and the action *Carol M. Morrison, et al. v. Aegis Senior Communities, LLC, dba Aegis Living*, case no. 18-2-06326-4-SEA (“Washington Action”) after substantial discovery and lengthy arms-length settlement discussion.

B. The parties have agreed to settle the California Action and the Washington Action (together, “Actions”) upon the terms and conditions set forth in the Settlement Stipulation. The definitions in the Settlement Stipulation are hereby incorporated as though fully set forth in this Order. This Court has jurisdiction over the subject matter and Parties to the Actions pursuant to 28 U.S.C. § 1332(d)(2), 28 U.S.C. § 1453, and 28 U.S.C. § 1367.

C. The Settlement Class shall consist of the following subclasses:  
(a) All persons who resided at one of the Aegis Living branded California assisted living facilities at any time between April 12, 2012, through and including October 30, 2020 (the “California Class Period”) that were owned or managed by Defendant or in which Defendant was identified as a licensee by California’s Department of Social Services, including without limitation the following communities: Aegis Gardens (Fremont), Aegis of Aptos, Aegis of Carmichael, Aegis of Corte Madera, Aegis of Dana Point, Aegis of Fremont, Aegis of Granada Hills, Aegis of Laguna Niguel, Aegis of Moraga, Aegis of Napa, Aegis of Pleasant Hill, Aegis of San Francisco, Aegis of San Rafael<sup>1</sup>, Aegis of Shadowridge (Oceanside), and Aegis of Ventura (“California

<sup>1</sup> With respect to Aegis of San Rafael, the Settlement Class includes only persons who resided at the Aegis of San Rafael facility between April 12, 2012 through and including March 31, 2016.

1 Subclass”); and

2 (b) All Persons who resided at one of the Aegis Living branded Washington  
3 assisted living facilities at any time between March 8, 2014, through and including October 30,  
4 2020 (the “Washington Class Period”) that were owned or managed by Defendant or in which  
5 Defendant was identified as a licensee by Washington’s Department of Social and Health  
6 Services, including without limitation the following communities: Aegis Gardens (Newcastle),  
7 Aegis Lodge (Kirkland), Aegis of Ballard, Aegis of Bellevue, Callahan House (Shoreline), Aegis  
8 of Issaquah, Aegis of Kent, Aegis of Kirkland, Aegis of Lynnwood, Aegis of Madison (Seattle),  
9 Aegis of Marymoor (Redmond), Aegis of Mercer Island, Queen Anne on Galer, Queen Anne  
10 Rodgers Park, Aegis of Ravenna (Seattle), Aegis of Redmond, Aegis of Shoreline, and Aegis of  
11 West Seattle (“Washington Subclass”).

12 D. Excluded from the Settlement Class are: (i) Defendants and their officers, directors  
13 and employees; (ii) any Settlement Class Member (or their legal successors) who submits a valid  
14 and timely Request for Exclusion; and (iii) the Judges to whom this Action and the Other Actions  
15 are assigned and any members of their immediate families.

16 E. The proposed Class Representatives are Plaintiffs Kathi Troy as successor-in-  
17 interest to the Estate of June Newirth; Elizabeth Barber, Andrew Bardin, and Thomas Bardin as  
18 successors-in-interest to the Estate of Margaret Pierce; and Carol M. Morrison by Stacy A. Van  
19 Vleck as Attorney-in-Fact.

20 F. The proposed Class Counsel are: Kathryn Stebner of Stebner & Associates;  
21 Christopher Healey of Dentons US LLP; Guy Wallace of Schneider Wallace Cottrell Konecky  
22 Wotkyns LLP; Robert Arns of The Arns Law Firm; Michael D. Thamer of the Law Offices of  
23 Michael D. Thamer; Megan Yarnall of Janssen Malloy LLP; David Marks of Marks, Balette,  
24 Giessel & Young, P.L.L.C.; Dan Drachler of Zwerling, Schachter & Zwerling, LLP; and Leah  
25 Snyder of Ember Law, P.L.L.C.

26 **FINDINGS**

27 1. Having read and considered the Parties’ Settlement Stipulation and Plaintiffs’



1 Motion for Preliminary Settlement Approval, and the exhibits thereto, the Court makes the  
2 following findings for purposes of preliminary settlement approval only:

3           2.       The Settlement Stipulation, including all exhibits thereto, is preliminarily approved  
4 as fair, reasonable, and adequate. The Plaintiffs, by and through their counsel, have investigated  
5 the facts and law related to the matters alleged in the Actions, have engaged in extensive motion  
6 practice, and have evaluated the risks associated with continued litigation, trial, and/or appeal.  
7 The Court finds that the Settlement Stipulation was reached in the absence of collusion, is the  
8 product of informed, good-faith, arms-length negotiations between the parties and their capable  
9 and experienced counsel, including two full-day formal mediations for the California Action, and  
10 two additional full-day joint mediations for both Actions.

11           3.       The Court further finds that the proposed Settlement Class meets the requirements  
12 of Federal Rules of Civil Procedure 23(a) and 23(b)(3), and should be certified for settlement  
13 purposes only; that the Named Plaintiffs should be appointed Class Representatives and the  
14 attorneys identified above should be preliminarily appointed as Class Counsel; and that it is  
15 appropriate to effectuate notice to the Settlement Class as set forth in the Settlement Stipulation,  
16 and to schedule a hearing for the Court to determine whether to grant final approval for the class  
17 action settlement (“Final Approval Hearing”).

18           4.       The Court finds that the Settlement Stipulation confers substantial benefits upon the  
19 Settlement Class, particularly in light of the injunctive relief and the damages that the Class  
20 Representatives and Class Counsel believe would be recoverable at trial and the defenses that  
21 would be asserted and pursued, without the costs, uncertainty, delays, and other risks associated  
22 with continued litigation, trial, and/or appeal.

23           5.       The Court has conducted a preliminary assessment of the Settlement Stipulation  
24 and finds that the proposed settlement is within the “range of reasonableness” meriting possible  
25 final approval such that dissemination of notice to the Settlement Class Members, and the  
26 scheduling of a final approval hearing, are worthwhile and appropriate. 4 *Newberg* § 11.25; *see*  
27 *also In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079-80 (N.D. Cal. 2007); *Young v.*

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1 *Polo Retail, LLC*, 2006 WL 3050861, at \*5 (N.D. Cal. Oct. 25, 2006).

2           6.       For settlement purposes only, the Court preliminarily finds that the prerequisites for  
3 a settlement class under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been  
4 satisfied, including: (a) numerosity; (b) commonality; (c) typicality; (d) adequacy of the Class  
5 Representatives and Class Counsel; (e) predominance of common questions; and (f) superiority.

6           a.       For settlement purposes only, the Court designates the Named Plaintiffs as  
7 representatives of the Settlement Class.

8           b.       For settlement purposes only, the Court preliminarily appoints as Class  
9 Counsel to effectuate the Settlement Stipulation: Kathryn A. Stebner, Christopher J. Healey,  
10 Michael D. Thamer, Guy B. Wallace, David T. Marks, Robert S. Arns, W. Megan Yarnall, Dan  
11 Drachler, and Leah S. Snyder. For purposes of these settlement approval proceedings, the Court  
12 finds that these attorneys and their law firms are well-qualified to serve as Class Counsel.

13           c.       In addition to injunctive relief, the Settlement Stipulation provides for  
14 monetary relief to Settlement Class Members.

15           7.       The Court finds that the Class Notice (both in long form and summary form)  
16 attached as Exhibit 2 to the Settlement Stipulation is reasonable and constitutes due, adequate and  
17 sufficient notice to all persons entitled to receive notice, and meets the requirements of due  
18 process and Rule 23. The Court further finds that the Class Notice complies with Rule 23(c)(2)(B)  
19 because it is appropriate under the circumstances, provides individual notice to all Settlement  
20 Class Members who can be identified through a reasonable effort, and is reasonably calculated  
21 under all the circumstances to apprise the Settlement Class Members of the pendency of the  
22 Actions, the terms of the Settlement Stipulation, and the right to object to and be excluded from  
23 the Settlement Stipulation. The Court finds that dissemination of the Class Notice in the manner  
24 set forth in this Order and the Settlement Stipulation meets the requirements of due process and is  
25 the best notice practicable under the circumstances and shall constitute due and sufficient notice to  
26 all persons entitled thereto.

27 //

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1 **ORDER**

2 Accordingly, and good cause appearing, IT IS HEREBY ORDERED and ADJUDGED as  
3 follows:

4 **Preliminary Settlement Approval**

5 8. The Court preliminarily approves the parties' settlement as set forth in the  
6 Settlement Stipulation and preliminarily grants class certification for the Settlement Class as  
7 defined above, and the Court approves the Class Representatives and Class Counsel to act on  
8 behalf of the Settlement Class.

9 **Establishing and Maintaining the Settlement Fund**

10 9. The Court approves the designation of The Huntington National Bank, ("Escrow  
11 Agent") to serve as the Escrow Agent for the Settlement Fund, pursuant to the terms of the  
12 Settlement Stipulation and Exhibit 4 of the Settlement Stipulation, the Escrow Agreement and  
13 Escrow Procedure Agreement. The Court further approves establishing and maintaining the  
14 Settlement Fund pursuant to the terms of the Settlement Stipulation, the Escrow Agreement, and  
15 the Escrow Procedure Agreement, and orders the Escrow Agent and Settlement Administrator to  
16 carry out their duties under the Settlement Stipulation, the Escrow Agreement, and the Escrow  
17 Procedure Agreement with respect to the Settlement Fund. All funds held in the Settlement Fund  
18 shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the  
19 Court until such time as the funds shall be distributed or returned to Defendants pursuant to the  
20 Settlement Stipulation, Escrow Agreement, the Escrow Procedure Agreement, or further order of  
21 the Court.

22 **Approval as to the Form and Method of Class Notice**

23 10. The Court approves, as to form and content, the proposed long form and summary  
24 form of Class Notice, copies of which are hereto attached collectively as **Exhibit 1**.

25 11. The Court approves the designation of CPT Group, Inc., (herein "Settlement  
26 Administrator") to serve as the settlement administrator for the settlement. The Settlement  
27 Administrator shall disseminate Class Notice, supervise and carry out the notice procedure and  
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1 other administrative functions, shall respond to Settlement Class Member inquiries, and perform  
2 such other duties as set forth in the Settlement Stipulation and this Order under the direction and  
3 supervision of the Court.

4 12. The Court directs the Settlement Administrator to establish a Settlement Website,  
5 making available copies of this Order, the Class Notice, the Settlement Stipulation and all filed  
6 exhibits thereto, and such other information as may be of assistance to Settlement Class Members  
7 or required under the Settlement Stipulation.

8 13. The Settlement Administrator is ordered to substantially complete dissemination of  
9 the Class Notice no later than ten (10) business days after the entry of this Preliminary Approval  
10 Order.

11 14. The costs of the Class Notice, creating and maintaining the Settlement Website,  
12 and all other Notice and Payment Distribution Administration Expenses shall be paid out of the  
13 Settlement Fund in accordance with the applicable provisions of the Settlement Stipulation,  
14 Escrow Agreement, and Escrow Procedure Agreement.

15 15. The Settlement Administrator shall mail and e-mail the Notice to all Settlement  
16 Class Members at the addresses provided by Defendant, as updated by the Settlement  
17 Administrator, and shall also publish the summary form of Notice in a single publication of the  
18 *USA Today* (California and Washington weekday edition), as set forth in the Settlement  
19 Stipulation.

20 **Procedure for Settlement Class Members to Participate in the Settlement**

21 16. Settlement Class Members who wish to receive a settlement award do not need to  
22 take any action. If a Settlement Class Member is deceased, the legal successor for the Settlement  
23 Class Member may obtain payment by providing the Settlement Administrator with appropriate  
24 proof of successor status and a current address.

25 **Procedure for Requesting Exclusion from the Class**

26 17. Any person falling within the definition of the Settlement Class may, upon his or  
27 her request, be excluded from the Settlement Class. Any such persons (or their legal representative  
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1 or successor-in-interest) must submit a request for exclusion to the Settlement Administrator via  
2 first class United States mail postmarked no later than the Opt Out Date, which shall be sixty (60)  
3 calendar days from the Notice Date, as set forth in the Class Notice. Requests for exclusion  
4 purportedly filed on behalf of groups of persons are prohibited and will be deemed to be void.

5 18. Any Settlement Class Member who does not send a signed request for exclusion  
6 postmarked or delivered on or before the Opt-Out Date will be deemed to be a Settlement Class  
7 Member for all purposes and will be bound by all further orders of the Court in this Action and by  
8 the terms of the settlement, if finally approved by the Court. The written request for exclusion  
9 must be signed by the potential Settlement Class Member (or his/her legal representative or  
10 successor-in-interest) and contain the following information: (a) the Settlement Class Member's  
11 name, current address and telephone number and (b) a statement that indicates a desire to be  
12 excluded from the Settlement Class. All Persons who submit valid and timely requests for  
13 exclusion in the manner set forth in the Settlement Stipulation shall have no rights under the  
14 Settlement Stipulation and shall not be bound by the Settlement Stipulation or the Final Judgment  
15 and Order.

16 19. The Settlement Administrator shall provide Class Counsel and Defendant's  
17 Counsel with all timely Requests for Exclusion on a rolling basis upon receipt and a final list of all  
18 timely Requests for Exclusion within five (5) business days after the Opt Out Date. The names for  
19 all timely Requests for Exclusion will be deemed confidential under the Protective Order and shall  
20 not be made publicly available. In addition to its affidavit to the Court attesting that Notice was  
21 disseminated pursuant to the Notice Program, the Settlement Administrator shall also include in its  
22 affidavit the final number of all timely Requests for Exclusion five (5) business days prior to the  
23 Final Approval Hearing.

24 **Procedure for Objecting to the Settlement**

25 20. Any Settlement Class Member (or their legal representative or successor-in-  
26 interest) who desires to object to the proposed settlement, including the requested attorneys' fees  
27 and expenses or service awards to the Plaintiffs, must timely file with the Clerk of this Court a  
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1 notice of the objection(s), together with all papers that the Settlement Class Member desires to  
2 submit to the Court no later than the Objection Date, which shall be sixty (60) calendar days after  
3 the Notice Date as set forth in the Class Notice. The objection must also be served on Class  
4 Counsel and Defendant's counsel no later than the Objection Date.

5 21. The written objection must include: (a) a heading which refers to the Action; (b)  
6 the objector's name, address, telephone number and, if represented by counsel, of his/her counsel;  
7 (c) a statement that the objector resided at or signed a contract with Defendant, predecessors,  
8 successors, assigns or related entities during the Settlement Class Period and (d) the Defendant  
9 assisted living facility at which they resided, or that the objector is the legal representative of such  
10 a person; (e) a statement whether the objector intends to appear at the Final Approval Hearing,  
11 either in person or through counsel; (f) a clear and concise statement of the objection to the  
12 Settlement and the Settlement Stipulation, including all factual and/or legal grounds supporting the  
13 objection; (g) copies of any papers, briefs, or other documents upon which the objection is based;  
14 and (h) the objector's signature under penalty of perjury.

15 22. Absent good cause found by the Court, any Settlement Class Member who fails to  
16 make a timely written objection in the time and manner specified above shall be deemed to have  
17 waived any objections and shall be foreclosed from making any objection (whether by objection,  
18 appeal or otherwise) to the Settlement and the Settlement Stipulation.

19 **Final Approval Hearing**

20 23. The Court will hold a final approval hearing on \_\_\_\_\_, at  
21 \_\_\_\_\_ a.m./p.m., before this Court in Courtroom 5, United States District Court, Northern  
22 District of California – Oakland, 1301 Clay Street, Oakland, California 94612, for the following  
23 purposes:

24 A. determining whether the proposed settlement of the Actions on the terms  
25 and conditions provided for in the Settlement Stipulation is fair, reasonable, and adequate and  
26 should be approved by the Court;

27 B. considering whether the Court should enter the [Proposed] Order of Final  
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1 Approval and Judgment Approving Class Action Settlement;

2 C. considering whether the Court should enter an Order for the Injunction;

3 D. considering the application for service awards to the Named Plaintiffs as  
4 provided for under the Settlement Stipulation;

5 E. considering the application of Class Counsel for an award of attorneys' fees  
6 and litigation expenses as provided for under the Settlement Stipulation; and

7 F. ruling upon such other matters as the Court may deem just and appropriate.

8 24. The Court may adjourn the Final Approval Hearing and later reconvene such  
9 hearing without further notice to the Settlement Class Members.

10 25. Any Settlement Class Member (or their legal representative) who has timely filed  
11 an objection pursuant to Paragraphs 20 and 21 above may appear at the Final Approval Hearing,  
12 either in person or through counsel hired at the Settlement Class Member's expense, to object to  
13 any aspect of the fairness, reasonableness, or adequacy of the settlement and the Settlement  
14 Stipulation, including Class Counsel's request for award of attorneys' fees and litigation costs.  
15 All Settlement Class Members who do not enter an appearance will be represented by Class  
16 Counsel.

17 26. Opening papers in support of final approval of the Settlement Stipulation, and  
18 opening papers in support of Plaintiffs' and Class Counsel's application for attorneys' fees,  
19 litigation expenses and service awards, shall be filed and served fifteen (15) calendar days prior to  
20 the deadline for any objections to the Settlement Stipulation. Opposition papers, if any, must be  
21 filed with the Court and served on the Parties' counsel at least fourteen (14) calendar days prior to  
22 the Final Approval Hearing. Reply papers, including response to oppositions or objections, if any,  
23 must be filed and served at least seven (7) calendar days prior to the Final Approval Hearing.

24 27. The Parties may further modify the Settlement Stipulation prior to the Final  
25 Approval Hearing so long as such modifications do not materially change the terms of the  
26 settlement provided therein. The Court may approve the Settlement Stipulation with such  
27 modifications as may be agreed to by the Parties, if appropriate, without further notice to  
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1 Settlement Class Members.

2           28.     The schedule for the settlement process satisfies the requirements set forth in *In re*  
3 *Mercury Interactive Corporation Securities Litigation*, 618 F.3d 988, 994-95 (9th Cir. 2010), in  
4 that Settlement Class Members are provided notice and access to Class Counsel’s pleading in  
5 connection with their Motion for Final Approval of the Settlement and Application for Attorneys’  
6 Fees and Costs, as well as an adequate amount of time to review such information before the  
7 deadline for submission of requests for exclusion or objections.

8           29.     Counsel for the Parties are hereby authorized to utilize all reasonable procedures in  
9 connection with the administration of the settlement which are not materially inconsistent with  
10 either this Order or the terms of the Settlement Stipulation, Escrow Agreement, and/or Escrow  
11 Procedure Agreement.

12           IT IS SO ORDERED.

13 DATED: \_\_\_\_\_

\_\_\_\_\_   
The Honorable Jeffrey S. White

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# **EXHIBIT 4**

## ESCROW AGREEMENT

This Escrow Agreement (“Escrow Agreement”) dated \_\_\_\_\_, is made among Stebner & Associates, Dentons US LLP, and Schneider Wallace Cottrell Konecky, LLP (“Representative Class Counsel”), Aegis Senior Communities LLC, a Washington limited liability company, d/b/a Aegis Living (the “Defendant”), CPT Group, Inc. (“Settlement Administrator”) and \_\_\_\_\_, as escrow agent (“Escrow Agent”) (individually “Escrow Party” and collectively “Escrow Parties”).

### Recitals

A. This Escrow Agreement governs the deposit, investment and disbursement of the settlement funds that, pursuant to the Stipulation of Settlement (the “Settlement Agreement”) dated \_\_\_\_\_ attached hereto as Exhibit A, entered into by, among others, Representative Class Counsel on behalf of the Named Plaintiffs and the Defendant, will be paid in connection with the class actions captioned *June Newirth et al v. Aegis Senior Communities LLC, dba Aegis Living; and Does 1 Through 100*, Case No. 4:16-CV-03991-JSW pending in the United States District Court, Northern District of California (the “Court”) and *Carol M. Morrison et al vs. Aegis Senior Communities, LLC, dba Aegis Living; and Does 1 – 100*, Case No. 18-2-06326-4 SEA, pending in the Superior Court of Washington, County of King, and which will be consolidated and/or joined with the *Newirth* action before the Court (collectively “Class Action”).

B. Pursuant to the terms of the Settlement Agreement, the Defendant has agreed to pay or cause to be paid the total amount of \$16,250,000 in cash (the “Settlement Amount”) in settlement of the claims brought against the Defendant in the Class Action.

C. The Settlement Amount will be paid severally and not jointly by the Defendant, \_\_\_\_\_ (together, the “Contributors” and each a “Contributor”).

D. The Settlement Amount is to be deposited into escrow and, if the settlement is approved by the Court in accordance with the terms of the Settlement Agreement, used, together with any interest accrued thereon, to satisfy payments to Settlement Class Members, payments for Attorneys’ Fees and Expenses, payments for tax liabilities, payments for Settlement Administrator fees and costs, payment for Class Representative Service Awards, and all of the Defendant’s monetary obligations under and pursuant to the terms of the Settlement Agreement.

E. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Settlement Agreement.

### Agreement

1. Recitals. The recitals above and the exhibits and schedules now or later attached to this Agreement are incorporated herein by reference and made a part hereof.
2. Contributors and Defense Counsel Authorized Agents as Third-Party Beneficiaries. The Escrow Parties agree that the Contributors and the Defense Counsel Authorized Agents are third-party beneficiaries to this Escrow Agreement to the extent of their respective contributions to the Settlement Fund until there has been Final Disbursement as defined in Section 12 below.
3. Appointment of Escrow Agent. The Escrow Agent is hereby appointed to receive, deposit and disburse the Settlement Amount upon the terms and conditions provided in this Escrow Agreement, the Settlement Agreement and any other exhibits or schedules later annexed hereto and made a part hereof.
4. The Escrow Account. Within five (5) calendar days after the Court grants the Preliminary Approval Order, Escrow Agent shall establish and maintain an escrow account titled as Aegis Settlement Fund (the "Escrow Account") and shall provide to the Authorized Agents (as defined below) the account number and wire instructions for the Escrow Account. Pursuant to the Settlement Agreement, the Contributors shall deposit the Settlement Amount into the Escrow Account as follows: (a) \$15,625,000 shall be deposited within thirty (30) calendar days after the Court grants the Preliminary Approval Order; and (b) the remaining balance of \$625,000 shall be deposited within 180 calendar days after the Court grants the Preliminary Approval Order. Escrow Agent shall receive the Settlement Amount into the Escrow Account; the Settlement Amount and all interest accrued thereon shall be referred to herein as the "Settlement Fund." The Settlement Fund shall be held and invested on the terms and subject to the limitations set forth herein, and shall be released by Escrow Agent in accordance with the terms and conditions hereinafter set forth and set forth in the Settlement Agreement and in orders of the Court approving the disbursement of the Settlement Fund. The Authorized Agents (as defined below) shall have the right to inspect and obtain copies of the records of the Escrow Agent pertaining to the Escrow Account and this Escrow Agreement and to receive monthly reports of the status of the Escrow Account. On or before the fifth (5th) business day following each calendar month during the term of this Escrow Agreement, the Escrow Agent shall deliver account statements to the Authorized Agents with respect to the Escrow Account for the prior calendar month, which statements shall include the account balance, disbursements made and income earned during the preceding month.
5. Investment of Settlement Fund. Prior to the Final Disbursement as defined in Section 12, below, at the written direction of the Defendant, Escrow Agent shall invest the Settlement Fund exclusively in securities or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backed by the full faith and credit of the United States Government, but excluding a government money market fund as defined by Rule 2a-7 of the Investment Company Act of 1940. After any payment of the Settlement

Amount is deposited into the Escrow Account, the Contributors and the Authorized Agents shall not bear any responsibility for or liability related to the investment of such payment and the Settlement Fund by the Escrow Agent.

6. Escrow Funds Subject to Jurisdiction of the Court. The Settlement Fund shall remain subject to the jurisdiction of the Court until such time as the Settlement Fund shall be distributed, pursuant to the Settlement Agreement and on further order(s) of the Court.
7. Tax Treatment & Report. The Settlement Fund shall be treated at all times as a “Qualified Settlement Fund” within the meaning of Treasury Regulation §1.468B-1. Representative Class Counsel and, as required by law, the Defendant, shall jointly and timely make such elections as necessary or advisable to fulfill the requirements of such Treasury Regulation, including the “relation-back election” under Treas. Reg. § 1.468B-1(j)(2) if necessary to the earliest permitted date. For purposes of §468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” of the Settlement Fund shall be the Settlement Administrator. The Settlement Administrator shall timely and properly prepare, deliver to all necessary parties for signature, and file all necessary documentation for any elections required under Treas. Reg. §1.468B-1. The Settlement Administrator shall timely and properly prepare and file any informational and other tax returns necessary or advisable with respect to the Settlement Fund and the distributions and payments therefrom including without limitation the returns described in Treas. Reg. §1.468B-2(k), and to the extent applicable Treas. Reg. §1.468B-2(1).
8. Tax Payments of Settlement Fund. All Taxes with respect to the Settlement Fund, as more fully described in the Settlement Agreement, shall be treated as and considered to be a cost of administration of the Settlement Fund and the Escrow Agent shall timely pay such Taxes out of the Settlement Fund without prior order of the Court, as directed by Representative Class Counsel. The Settlement Administrator shall be responsible for the timely and proper preparation and delivery of any necessary documentation for signature by all necessary parties and the timely filing of all tax returns and other tax reports required by law. The Settlement Administrator may engage an accounting firm or tax preparer to assist in the preparation of any tax reports or the calculation of any tax payments due as set forth in Section 7 and this Section 8, and the expense of such assistance shall be paid from the Settlement Fund by the Escrow Agent upon approval by the Court. The Settlement Fund shall indemnify and hold each and all Contributors and Defense Counsel Authorized Agents harmless for any taxes that may be deemed to be payable by the Defendant by reason of the income earned on the Settlement Fund, and Escrow Agent, as directed by Representative Class Counsel, shall establish such reserves as are necessary to cover the tax liabilities of the Settlement Fund and the indemnification obligations imposed by this Section. If the Settlement Fund is returned to the Contributors pursuant to the terms of this Escrow Agreement and the Settlement Agreement, each of the Contributors shall provide Escrow Agent with a properly completed Form W-9.

9. Authorized Agents.

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- a. The Defendant hereby appoints the following as the “Defense Counsel Authorized Agents” to act as agents for and on behalf of the Defendant as provided in this Escrow Agreement:

[REDACTED]

[REDACTED]

[REDACTED]

- b. The “Class Counsel Authorized Agents” are:

[REDACTED]

[REDACTED]

[REDACTED]

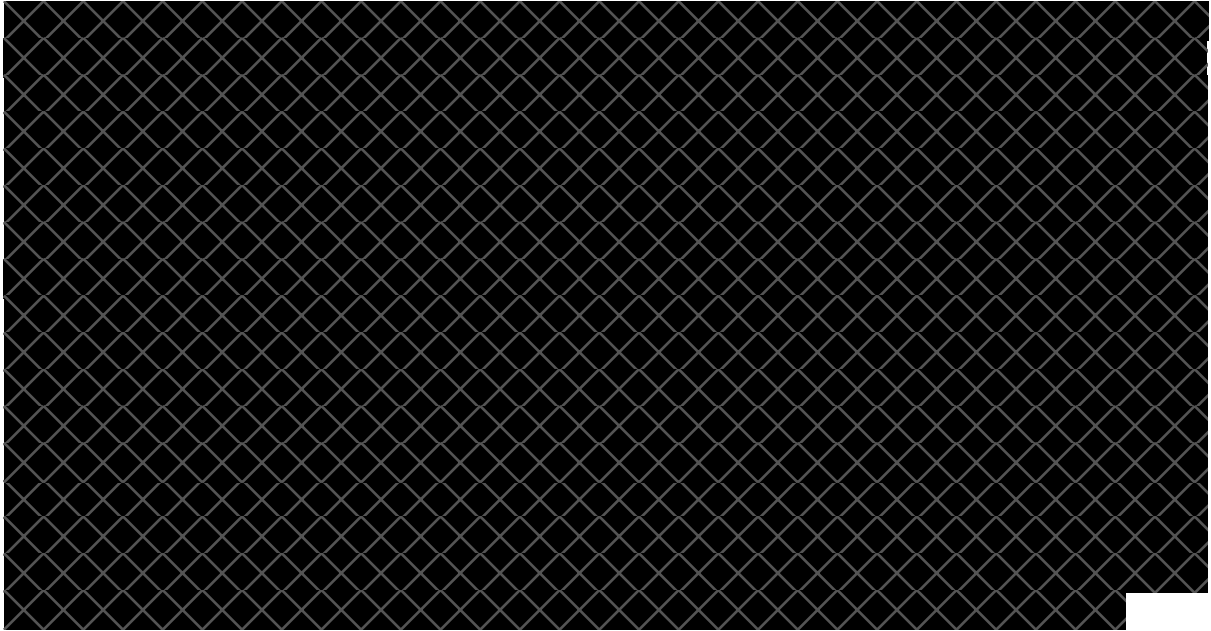
- c. The Defense Counsel Authorized Agents and the Class Counsel Authorized Agents may be referred to individually as an “Authorized Agent” and collectively as the “Authorized Agents.”

- d. The Authorized Agents shall act in good faith to carry out the transactions contemplated by the Settlement Agreement and this Escrow Agreement. No Authorized Agent shall be liable or responsible in any way for any cost, damage or expense arising out of or based upon such Authorized Agent’s performance of his or her duties under this Escrow Agreement. Each Authorized Agent shall be indemnified and held harmless by the Settlement Fund against any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities and expenses (including reasonable legal fees and expenses of attorneys chosen by such Authorized Agent) as and when incurred, arising out of or based upon any act, omission, alleged act or alleged omission by the Authorized Agent, except as a result of such Authorized Agent’s bad faith, willful misconduct or gross negligence.

Information and Signature Documents. Prior to or at the time that the settlement funds are deposited into the Escrow Account pursuant to Section 4 of this Agreement, each Authorized Agent will provide to the Escrow Agent an Information and Signature Document [REDACTED]

[REDACTED]

11. Revisions to Information and Signature Documents. An Authorized Agent may change the information on his or her Information and Signature Document solely by means of [REDACTED]

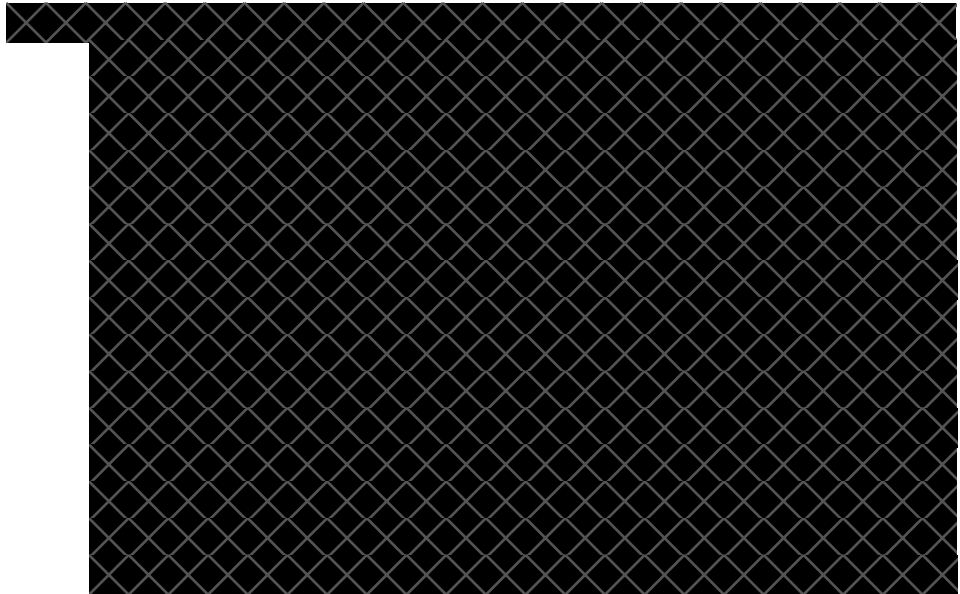
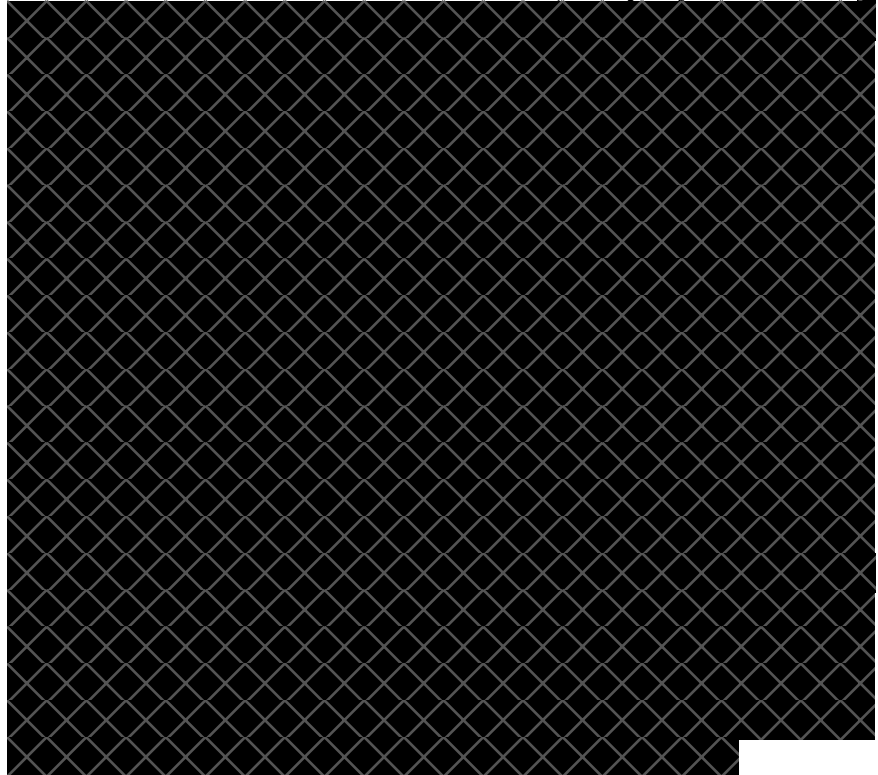


12. Disbursements Up To and Including the Final Disbursement.

- a. “Final Disbursement” means the transfer of the entirety of the Settlement Fund, including accrued interest, to the Settlement Administrator following the Effective Date.
- b. All disbursements from the Settlement Fund, other than payments for Taxes in accordance with Section 8, up to and including the Final Disbursement, must comply with the provisions of this Section 12.
- c. Standing Funds Transfer Instructions. Prior to or at the time that the Settlement Amount is deposited into the Escrow Account pursuant to Section 4 of this Agreement, the Defendant shall deliver Standing Funds Transfer Instructions to Escrow Agent, to be used solely upon Escrow Agent’s receipt of Defense Authorized Disbursement Instructions, containing the wet signatures of all Defense Counsel Authorized Agents setting forth wiring instructions to be used to transfer money: (a) to the Contributors severally in the event of a return of funds to the Contributors pursuant to Section 15 below, (b) to the Settlement Administrator for Court-approved notice and administration costs up to \$40,000 in the event of a return of funds to the Contributors, (c) to Class Counsel for Court-approved Attorneys’ Fees and Expenses, (d) to each Class Representative for Court-approved Service Awards not to exceed \$15,000 each, and (e) to the Settlement Administrator for purposes of the Final Disbursement.
  - i. The Escrow Parties each acknowledge that the Escrow Agent is authorized to use the Standing Funds Transfer Instructions to disburse any funds due to the Settlement Administrator or to the

Contributors, severally as described herein, or to Representative Class Counsel, provided that the Escrow Agent has received a Defense Authorized Disbursement Instruction as defined in Section 12.d.i below prior to executing the transfer.

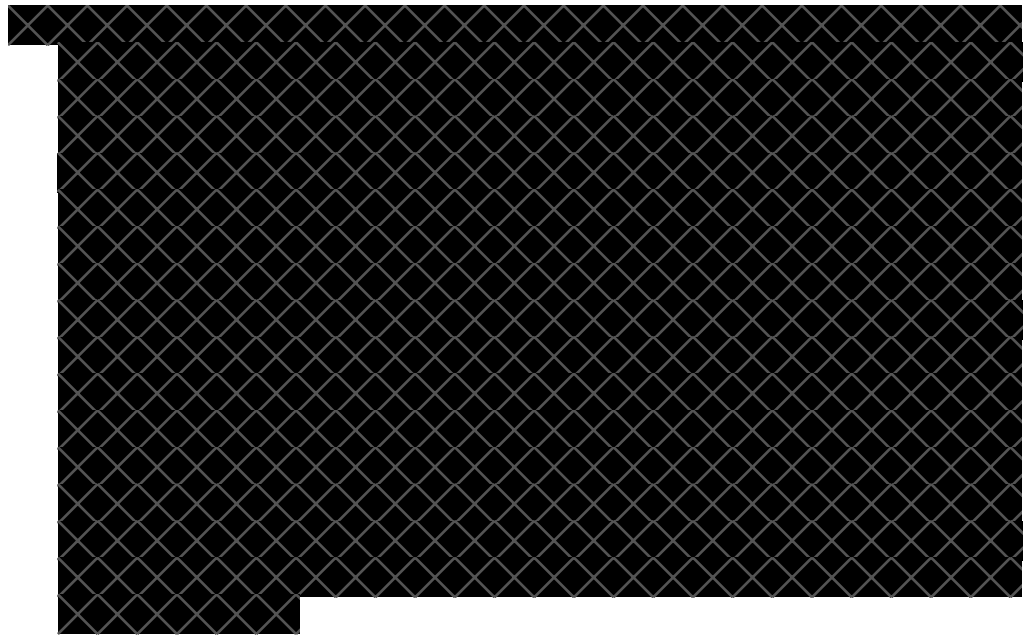
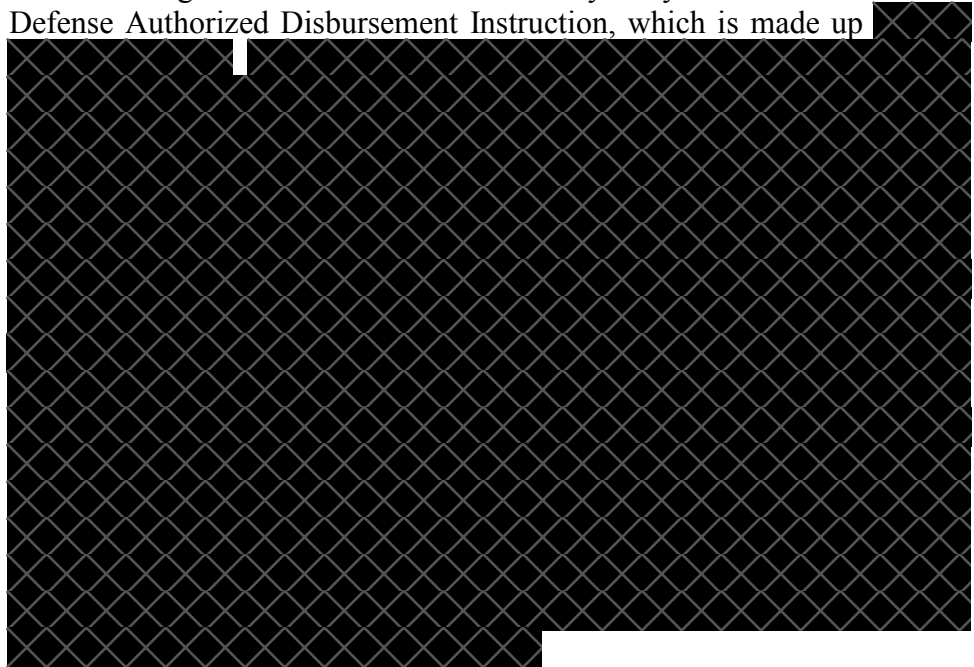
☒ The Standing Funds Transfer Instructions may be amended (the “Amended Funds Transfer Instructions”) only by means of





d. Defense Authorized Disbursement Instructions:

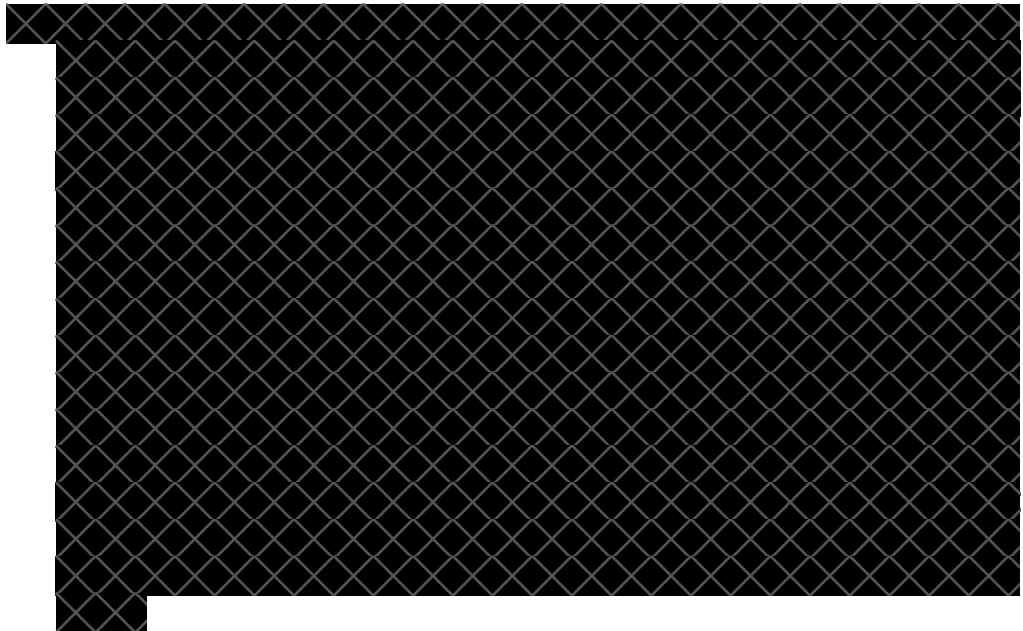
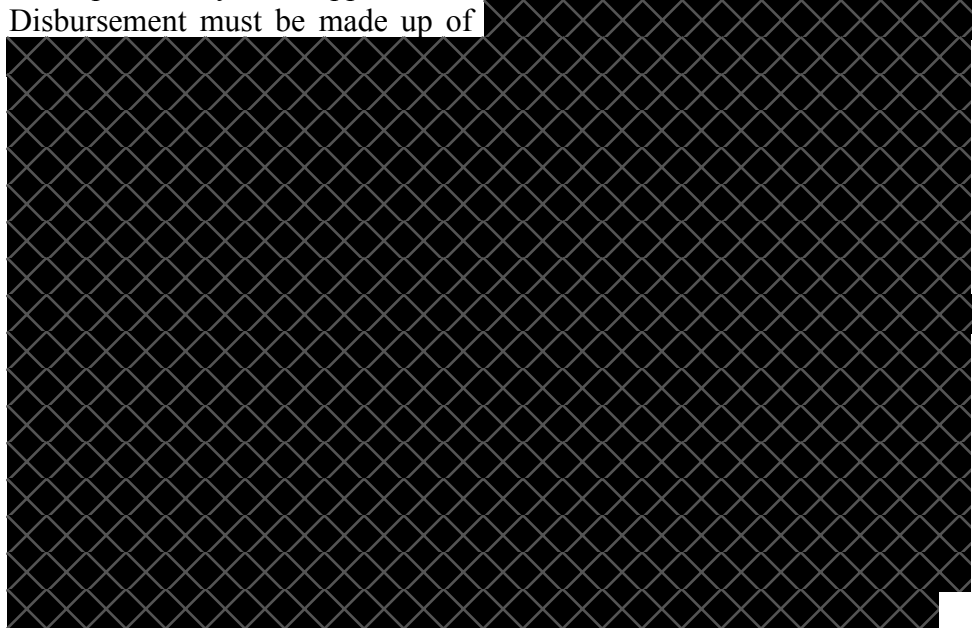
All disbursements, other than Tax Payments in accordance with Section 8 and any award to Class Counsel for Attorneys' Fees and Expenses, up to and including the Final Disbursement may only be authorized via a Defense Authorized Disbursement Instruction, which is made up



e. Class Authorized Disbursement Instructions.



- i. Before Final Disbursement, Class Authorized Disbursement Instructions may be used solely for the following two purposes: (1) disbursements for Tax Payments in accordance with Section 8 and (2) disbursements for any award to Class Counsel for Attorneys' Fees and Expenses, which shall be accompanied by the applicable Court order. A Class Authorized Disbursement must be made up of



- f. Within three (3) business days after the Court issues the Order of Final Approval and Judgment Approving Class Action Settlement, if any, a Defense Authorized Disbursement Instruction for the Final Disbursement will be provided to the Escrow Agent with instructions that the Final Disbursement be made on the third business day after the anticipated Effective Date. The date

of the Final Disbursement will be specified in the Final Disbursement Instruction. If prior to the anticipated Effective Date, the Defense Counsel Authorized Agents determine that the anticipated Effective Date will not occur timely, then [REDACTED] will rescind the Defense Authorized Disbursement Instruction for the Final Disbursement. If on the earlier of (i) the rescission of the Defense Authorized Disbursement Instruction for the Final Disbursement or (ii) a later date, a new Effective Date can be determined, then [REDACTED] will provide a new Defense Authorized Disbursement Instruction for the Final Disbursement within one business day of such determination.

- g. After Final Disbursement, the Contributors and the Defense Counsel Authorized Agents shall have no responsibility for the Settlement Fund and Representative Class Counsel assumes full responsibility for the Settlement Fund.

13. Account Management After Final Disbursement. After Final Disbursement, the Settlement Administrator shall disburse all funds in accordance with the Settlement Agreement in consultation with Representative Class Counsel, as necessary. After Final Disbursement, no Escrow Party shall have any further obligations under this Escrow Agreement.

14. Notice of Disbursements; Errors. The Escrow Agent shall immediately notify Representative Class Counsel and the Defense Counsel Authorized Agents when a disbursement has been completed. Representative Class Counsel and Defense Counsel Authorized Agents shall notify Escrow Agent of any errors, delays or other problems within thirty (30) days after receiving notification that a transaction has been executed. If it is determined that the transaction was delayed or erroneously executed as a result of Escrow Agent's error, Escrow Agent's sole obligation is to pay or refund the amount of such error and any amounts as may be required by applicable law. Any claim for interest payable will be at the then-published rate for United States Treasury Bills having a maturity of ninety-one (91) days.

15. Termination of Settlement. If the Settlement Agreement terminates for any reason in accordance with its terms prior to the date on which Escrow Agent makes the Final Disbursement, then Representative Class Counsel and the Defense Counsel Authorized Agents shall jointly notify Escrow Agent of the termination of the Settlement Agreement. Upon such notification, the balance of the Settlement Fund, together with any interest earned thereon, less Court-approved Notice and Administration Expenses up to \$40,000, and any unpaid Taxes due, as determined by Representative Class Counsel and the Defense Counsel Authorized Agents, shall be returned to the Contributors in accordance with a Defense Authorized Disbursement Instruction, which is to be submitted to the Escrow Agent within ten (10) business days of the date the Escrow Agent is notified of the termination of the Settlement Agreement and which shall identify the amount to be paid to each Contributor. The Escrow Agent shall not be liable for any losses, costs or expenses arising out of Escrow Agent's performance under any Standing Funds Transfer Instructions, Amended Funds Transfer Instructions, Defense Authorized Disbursement Instruction or Class Authorized

Disbursement Instruction if the Escrow Agent complied with the applicable instructions and the procedures set forth in Sections 11 and 12 of this Escrow Agreement.

16. Fees. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached as Exhibit B. All fees and expenses of the Escrow Agent shall be paid solely from the Settlement Fund. The Escrow Agent may pay itself such fees from the Settlement Fund only after such fees have been approved for payment by Representative Class Counsel. If Escrow Agent is asked to provide additional services, such as the preparation and administration of payments to Authorized Claimants, a separate agreement and fee schedule will be entered into.
17. Duties, Liabilities and Rights of Escrow Agent. This Escrow Agreement sets forth all of the obligations of Escrow Agent, and no additional obligations shall be implied from the terms of this Escrow Agreement or any other agreement, instrument or document.
  - a. Escrow Agent may act in reliance upon any instructions, notice, certification, demand, consent, authorization, receipt, power of attorney or other writing delivered to it by Authorized Agents, as long as Escrow Agent complies with the verification procedures set forth in Sections 11 and 12 above.
  - b. Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected to the extent Escrow Agent acts in accordance with the reasonable opinion and instructions of counsel. Escrow Agent shall have the right to reimburse itself for reasonable legal fees and reasonable and necessary disbursements and expenses actually incurred from the Escrow Account only (i) upon approval by Representative Class Counsel and the Defense Counsel Authorized Agents or (ii) pursuant to an order of the Court.
  - c. Escrow Agent, or any of its affiliates, is authorized to manage, advise, or service any money market mutual funds in which any portion of the Settlement Fund may be invested.
  - d. Escrow Agent is authorized to hold any treasuries held hereunder in its federal reserve account.
  - e. Escrow Agent shall not bear any risks related to the investment of the Settlement Fund in accordance with the provisions of Section 5 of this Escrow Agreement. The Escrow Agent will be indemnified and held harmless by the Settlement Fund against any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities and expenses (including reasonable legal fees and expenses of attorneys chosen by the Escrow Agent) as and when incurred, arising out of or based upon any act, omission, alleged act or alleged omission by the Escrow Agent or any other cause, in any case in connection with the acceptance of, or performance or non-performance by the Escrow Agent of,

any of the Escrow Agent's duties under this Agreement, except as a result of the Escrow Agent's bad faith, willful misconduct or gross negligence.

- f. Upon distribution of all of the funds in the Escrow Account pursuant to the terms of this Escrow Agreement and any orders of the Court, Escrow Agent shall be relieved of any and all further obligations and released from any and all liability under this Escrow Agreement, except as otherwise specifically set forth herein.
- g. In the event any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder, the Escrow Agent shall be permitted to interplead all of the assets held hereunder into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability or obligation with respect to disbursement of such interpleaded assets. To the extent possible, the parties further agree to pursue any redress or recourse in connection with such a dispute without making the Escrow Agent a party to same.

18. Non-Assignability by Escrow Agent. Escrow Agent's rights, duties and obligations hereunder may not be assigned or assumed without the written consent of Representative Class Counsel and the Defendant.

19. Resignation of Escrow Agent. Escrow Agent may, in its sole discretion, resign and terminate its position hereunder at any time following 120 days prior written notice to the parties to the Escrow Agreement herein. On the effective date of such resignation, Escrow Agent shall deliver this Escrow Agreement together with any and all related instruments or documents and all funds in the Escrow Account to the successor Escrow Agent appointed in writing by Representative Class Counsel and the Defendant, subject to this Escrow Agreement. If a successor Escrow Agent has not been appointed prior to the expiration of 120 days following the date of the notice of such resignation, then Escrow Agent may petition the Court for the appointment of a successor Escrow Agent, or other appropriate relief. Any such resulting appointment shall be binding upon all of the parties to this Escrow Agreement.

20. Notices. Notice to the parties hereto shall be in writing and delivered by hand-delivery, electronic mail or overnight courier service, addressed as follows:

If to Representative  
Class Counsel:

[REDACTED]

[REDACTED]

[REDACTED]

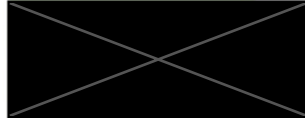
If to the  
Defendant/Defense  
Counsel Authorized  
Agents:

[REDACTED]

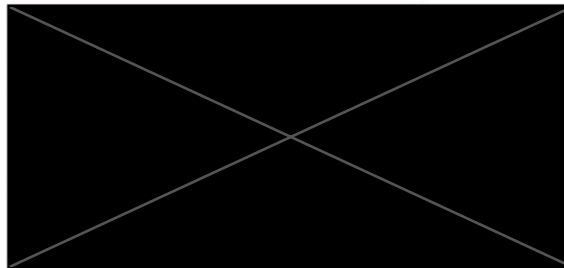
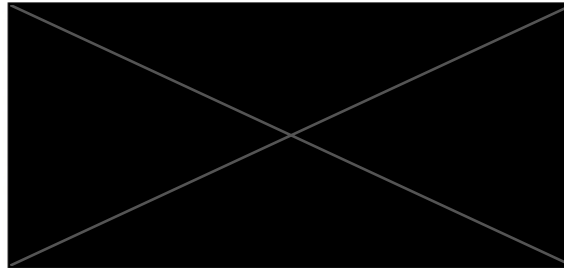
[REDACTED]

[REDACTED]

[REDACTED]



If to Escrow Agent:



21. Patriot Act Warranties. Section 326 of the USA Patriot Act (Title III of Pub. L. 107-56), as amended, modified or supplemented from time to time (the “Patriot Act”), requires financial institutions to obtain, verify and record information that identifies each person or legal entity that opens an account (the "Identification Information"). The parties to this Escrow Agreement agree that they will provide the Escrow Agent with such Identification Information as the Escrow Agent may request in order for the Escrow Agent to satisfy the requirements of the Patriot Act.

22. Cybersecurity.

- a. Security Program. Escrow Agent, as a National Banking Association, shall maintain a comprehensive written information security program (“Security Program”) that (i) complies with all applicable laws and (ii) contains reasonable and appropriate administrative, organizational, and physical safeguards, policies and procedures to preserve and protect the Settlement Fund. Such safeguards and procedures shall include, at a minimum: (i) implementation of updated protection programs, including the use of multi-factor authentication for certain systems where deemed necessary and access controls within applications, operating systems, and equipment, except that multi-factor authentication will not be required for mainframe direct access; (ii) ensuring that confidential Escrow Account information is processed, stored, and transmitted in a secure manner including, without limitation, by means of encryption; and (iii) conducting risk assessments, penetration testing, and vulnerability scans.

- b. Notice. Escrow Agent shall notify the parties promptly, and in any event within forty-eight (48) hours or sooner as required by law, after it becomes aware of any Cybersecurity Event (as defined below) that impacts the Escrow Account or the Settlement Fund. Escrow Agent shall take prompt steps to remedy the Cybersecurity Event and mitigate any harmful effects. Escrow Agent shall cooperate with the parties in any subsequent investigation, litigation, or provision of notices. Escrow Agent shall document the Cybersecurity Event and shall provide documentation of the Cybersecurity Event to the extent it is requested by any of the Escrow Parties. Unless required by law, Escrow Agent shall not inform any other party of any Cybersecurity Event without first obtaining the prior written consent of the parties hereto. “Cybersecurity Event” means any act or attempt, successful or unsuccessful, to gain unauthorized access to, disrupt or misuse the Escrow Account or information delivered by the parties in relation to the Escrow Account.
23. Entire Agreement. This Escrow Agreement, including all Schedules and Exhibits hereto constitutes the entire agreement and understanding of the parties hereto. Any modification of this Escrow Agreement or any additional obligations assumed by any party hereto shall be binding only if evidenced by a writing signed by each of the parties hereto. To the extent this Escrow Agreement conflicts in any way with the Settlement Agreement, the provisions of the Settlement Agreement shall govern.
24. Governing Law. This Escrow Agreement shall be governed by the law of the State of California in all respects. The parties hereto submit to the jurisdiction of the Court, in connection with any proceedings commenced regarding this Escrow Agreement, including, but not limited to, any interpleader proceeding or proceeding Escrow Agent may commence pursuant to this Escrow Agreement for the appointment of a successor escrow agent, and all parties hereto submit to the jurisdiction of such Court for the determination of all issues in such proceedings, without regard to any principles of conflicts of laws, and irrevocably waive any objection to venue or inconvenient forum.
25. Termination of Escrow Account. The Escrow Account will terminate after all funds deposited in it, together with all interest earned thereon, are disbursed in accordance with the provisions of the Settlement Agreement and this Escrow Agreement.
26. Miscellaneous Provisions.
  - a. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Escrow Agreement.
  - b. Further Cooperation. The parties hereto agree to do such further acts and things and to execute and deliver such other documents as Escrow Agent may reasonably request from time to time in connection with the administration, maintenance, enforcement or adjudication of this Escrow Agreement in order (a)

to give Escrow Agent confirmation and assurance of Escrow Agent's rights, powers, privileges, remedies and interests under this Agreement and applicable law, (b) to better enable Escrow Agent to exercise any such right, power, privilege or remedy, or (c) to otherwise effectuate the purpose and the terms and provisions of this Escrow Agreement, each in such form and substance as may be acceptable to Escrow Agent.

- c. Non-Waiver. The failure of any of the parties hereto to enforce any provision hereof on any occasion shall not be deemed to be a waiver of any preceding or succeeding breach of such provision or any other provision.

*[Remainder of page intentionally left blank.]*



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

THE HUNTINGTON NATIONAL BANK, as Escrow Agent

By:   
Rose Kohles, ~~Assistant~~ Vice President

REPRESENTATIVE CLASS COUNSEL

By: \_\_\_\_\_  
Kathryn A. Stebner, Stebner & Associates

By: \_\_\_\_\_  
Christopher J. Healey, Dentons US LLP

By: \_\_\_\_\_  
Guy B. Wallace, Schneider Wallace Cottrell Konecky, LLP

DEFENDANT

AEGIS SENIOR COMMUNITIES LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SETTLEMENT ADMINISTRATOR

By: \_\_\_\_\_  
Julie Green, CPT Group, Inc.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

THE HUNTINGTON NATIONAL BANK, as Escrow Agent

By: \_\_\_\_\_  
Rose Kohles, Assistant Vice President

REPRESENTATIVE CLASS COUNSEL

By: \_\_\_\_\_  
Kathryn A. Stebner, Stebner & Associates

By: \_\_\_\_\_  
Christopher J. Healey, Dentons US LLP

By: \_\_\_\_\_  
Guy B. Wallace, Schneider Wallace Cottrell Konecky, LLP

DEFENDANT

AEGIS SENIOR COMMUNITIES LLC

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Name: \_\_\_\_\_  
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SETTLEMENT ADMINISTRATOR

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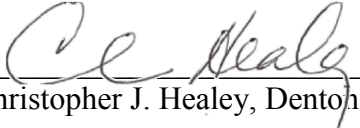
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By: \_\_\_\_\_  
Rose Kohles, Assistant Vice President

REPRESENTATIVE CLASS COUNSEL

By: \_\_\_\_\_  
Kathryn A. Stebner, Stebner & Associates

By:  \_\_\_\_\_  
Christopher J. Healey, Dentons US LLP

By: \_\_\_\_\_  
Guy B. Wallace, Schneider Wallace Cottrell Konecky, LLP

DEFENDANT

AEGIS SENIOR COMMUNITIES LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SETTLEMENT ADMINISTRATOR

By: \_\_\_\_\_  
Julie Green, CPT Group, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

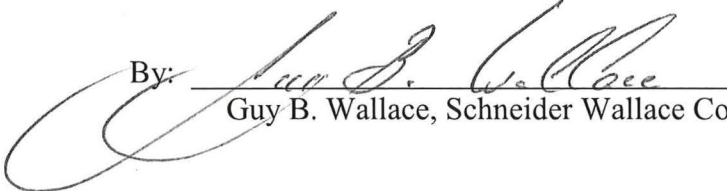
THE HUNTINGTON NATIONAL BANK, as Escrow Agent

By: \_\_\_\_\_  
Rose Kohles, Assistant Vice President

REPRESENTATIVE CLASS COUNSEL

By: \_\_\_\_\_  
Kathryn A. Stebner, Stebner & Associates

By: \_\_\_\_\_  
Christopher J. Healey, Dentons US LLP

By:  \_\_\_\_\_  
Guy B. Wallace, Schneider Wallace Cottrell Konecky, LLP

DEFENDANT

AEGIS SENIOR COMMUNITIES LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SETTLEMENT ADMINISTRATOR

By: \_\_\_\_\_  
Julie Green, CPT Group, Inc.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

THE HUNTINGTON NATIONAL BANK, as Escrow Agent

By: \_\_\_\_\_  
Rose Kohles, Assistant Vice President

REPRESENTATIVE CLASS COUNSEL

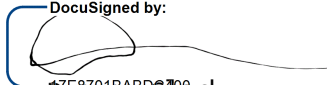
By: \_\_\_\_\_  
Kathryn A. Stebner, Stebner & Associates

By: \_\_\_\_\_  
Christopher J. Healey, Dentons US LLP

By: \_\_\_\_\_  
Guy B. Wallace, Schneider Wallace Cottrell Konecky, LLP

DEFENDANT

AEGIS SENIOR COMMUNITIES LLC

By:  \_\_\_\_\_  
Name: Dwayne Clark  
Title: Founder, Chairman and CEO

SETTLEMENT ADMINISTRATOR

By: \_\_\_\_\_  
Julie Green, CPT Group, Inc.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

THE HUNTINGTON NATIONAL BANK, as Escrow Agent

By: \_\_\_\_\_  
Rose Kohles, Assistant Vice President

REPRESENTATIVE CLASS COUNSEL

By: \_\_\_\_\_  
Kathryn A. Stebner, Stebner & Associates

By: \_\_\_\_\_  
Christopher J. Healey, Dentons US LLP

By: \_\_\_\_\_  
Guy B. Wallace, Schneider Wallace Cottrell Konecky, LLP

DEFENDANT

AEGIS SENIOR COMMUNITIES LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SETTLEMENT ADMINISTRATOR

By: Julie Green  
Julie Green, CPT Group, Inc.

**Exhibit A**

**Settlement Agreement**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

June Newirth, by and through her Guardian  
ad Litem, Frederick J. Newirth; and Elizabeth  
Barber, Andrew Bardin, and Thomas Bardin  
as successors-in-interest to the Estate of  
Margaret Pierce; on their own behalves and  
on behalf of others similarly situated,

Plaintiffs,

vs.

Aegis Senior Communities, LLC, dba Aegis  
Living; and Does 1 Through 100,

Defendants.

CASE NO. 4:16-CV-03991-JSW

**STIPULATION OF SETTLEMENT**



## RECITALS

A. This Stipulation of Settlement is entered into by California Named Plaintiffs June Newirth, by and through her successor in interest, Kathi Troy; and Elizabeth Barber, Andrew Bardin, and Thomas Bardin as successors-in-interest to the Estate of Margaret Pierce, on behalf of themselves and all others similarly situated (together, “California Named Plaintiffs”), Washington Named Plaintiff Carol M. Morrison by Stacy A. Van Vleck as Attorney-in-Fact on behalf of herself and all others similarly situated (“Washington Named Plaintiff”), and Defendant Aegis Senior Communities, LLC, dba Aegis Living (“Defendant”). This Stipulation of Settlement resolves in full the California Action and the Washington Action (as defined below). Subject to Court approval and as provided herein, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Stipulation of Settlement and upon the entry by the Court of an Order of Final Approval and Judgment Approving Class Action Settlement and the occurrence of the Effective Date, the California Action and the Washington Action shall be settled and compromised upon the terms and conditions contained herein. This Stipulation of Settlement is entered into as of the last date it has been executed by the Parties shown on the signature lines at the end of this Agreement.

B. On April 12, 2016, the California Named Plaintiffs filed a putative class action complaint against Defendant in the Superior Court of California, County of Alameda. On June 9, 2016, the California Named Plaintiffs filed a First Amended Complaint. Defendant removed to Federal Court on July 14, 2016. On July 21, 2016, Defendant filed a Motion to Compel Arbitration and Dismiss Class Claims and a Motion to Dismiss the First Amended Class Action Complaint. On August 24, 2016, the California Named Plaintiffs filed a Second Amended Complaint captioned *June Newirth, et al. v. Aegis Senior Communities, LLC, dba Aegis Living*, case no. 4:16-cv-03991-JSW (“California Action”), for claims arising under the Consumers Legal Remedies Act (“CLRA”, Civ. Code § 1750 et seq.), California’s Unfair Competition Law (“UCL”, B&P Code § 17200 et seq.), and section 15610.30 of the Welfare and Institutions Code (collectively, the “California Claims”). On September 21, 2016, Defendant filed a Motion to Dismiss the Second Amended Class Action Complaint. On May 18, 2017, the District Court denied Defendant’s Motion to Dismiss the Second Amended Class Action Complaint. On July 28, 2017, Defendant renewed its Motion to Compel Arbitration and Dismiss Class Claims. On September 29, 2017, the District Court denied Defendant’s renewed Motion to Compel Arbitration and Dismiss Class Claims. On October 27, 2017, Defendant filed a Notice of Appeal and Motion to Stay Pending Appeal. On November 21, 2017, the District Court denied Defendant’s Motion to Stay Pending Appeal. On July 24, 2019, the United States Court of Appeals for the Ninth Circuit affirmed the District Court’s order denying Defendant’s Motion to Compel Arbitration. On September 10, 2019, Defendant answered the Second Amended Complaint, wherein Defendant expressly denied the allegations and claims alleged in the Second Amended Complaint. On October 4, 2019, Defendant filed a Motion to Strike Class Definition or to Deny Class Certification in the alternative. On October 18, 2019, Defendant filed a Motion for Summary Judgment. On October 21, 2019, the California Named Plaintiffs filed a Motion for Class Certification. The District Court subsequently granted the stipulated requests by the California Named Plaintiffs and Defendant (together, “California Parties”) to continue the hearings on the Motion for Class Certification and Motion for Summary Judgment. When the California Parties notified the District Court about this settlement on July 23, 2020, the District

Court denied, without prejudice, the Motion for Class Certification, Motion for Summary Judgment, Motion to Strike the Class Definition or Deny Class Certification, subject to renewal if this settlement is not consummated.

C. The California Parties engaged in substantial discovery and law-and-motion efforts prior to negotiating a settlement of the California Action. Those efforts included litigation of Defendant's Motion to Dismiss the Second Amended Class Action Complaint, Motion to Compel Arbitration and Dismiss Class Claims, Motion for Summary Judgment, and Motion to Strike the Class Definition or Deny Class Certification; litigation of Defendant's appeal of the District Court's order denying Defendant's Motion to Compel Arbitration; extensive meet and confer efforts and motion practice to obtain Defendant's production of documents and responses to interrogatory discovery; participation in discovery hearings before magistrate judges to compel Defendant's production of certain documents; and extensive written and deposition discovery, including written discovery responses exchanged between the parties, Defendant's production of approximately 132,483 pages of documents, including approximately 621 Excel files, and the depositions of eleven witnesses, including Defendant's executive-level and facility-level personnel, and designated Persons Most Knowledgeable, the Plaintiffs' experts, and two witnesses with knowledge about the claims of the California Named Plaintiffs; as well as data intensive discovery resulting in the production of 78 Excel spreadsheets of employee payroll data as well as meet and confer efforts among Defendant and its resident assessment software vendor to obtain Defendant's resident assessment data which resulted in the production of an additional six data intensive Excel spreadsheets.

D. On March 8, 2018, the Washington Named Plaintiff filed a putative class action complaint against Defendant in the Superior Court of Washington, County of King. On October 15, 2018, the Washington Named Plaintiff filed a First Amended Complaint captioned *Carol M. Morrison, et al. v. Aegis Senior Communities, LLC, dba Aegis Living*, case no. 18-2-06326-4-SEA ("Washington Action"), for claims arising under Washington's Consumer Protection Act ("CPA", RCW 19.86.020) and Financial Exploitation of Vulnerable Adults Statute (RCW 74.34.020, 74.34.200) (collectively, the "Washington Claims"). On October 17, 2019, Defendant filed a Motion to Deny Class Certification. By order dated May 1, 2020, the Washington state court (Hon. Marshall Ferguson) denied Defendant's motion. On October 25, 2019, Defendant answered the First Amended Complaint, wherein Defendant expressly denied the allegations and claims alleged in the First Amended Complaint.

E. The Washington Named Plaintiff and Defendant (together, "Washington Parties") engaged in substantial discovery and law-and-motion efforts prior to negotiating a settlement of the Washington Action. Those efforts included litigation of Defendant's Motion to Deny Class Certification; extensive meet and confer efforts and motion practice to obtain Defendant's production of documents and responses to interrogatory discovery; and extensive written and deposition discovery, including written discovery responses exchanged between the parties, Defendant's production of approximately 82,063 pages of documents, including 3,667 Excel and native files, and the depositions of three witnesses, including the Class Representative in this action; as well as data intensive discovery resulting on the production of eleven Excel spreadsheets of employee payroll data as well as six Excel spreadsheets of resident assessment data.

F. This Agreement was reached as a result of extensive arm's length negotiations between the California Parties, the Washington Parties, and their counsel. Through their counsel, the Parties have engaged in extensive settlement discussions. This included a full-day mediation of the California Action on May 29, 2018 before the Honorable Ronald Sabraw (ret.) of JAMS in San Jose, California; a second full-day mediation of the California Action on October 2, 2018 before the Honorable Ronald Sabraw (ret.) of JAMS in San Jose, California; a full-day joint mediation of the California Action and Washington Action on October 22, 2019 before the Honorable Bruce Hilyer (ret.) of Hilyer Dispute Resolution in Seattle, Washington; and a full-day joint mediation of the California Action and Washington Action on March 24, 2020 before the Honorable Rebecca Westerfield (ret.) of JAMS in San Francisco, California.

G. Class Counsel have determined that a settlement of the California Action and the Washington Action on the terms reflected in this Agreement provides substantial benefits to the Settlement Class, is fair, reasonable, adequate, and in the best interests of Named Plaintiffs and the Settlement Class. In agreeing to the settlement set forth in this Agreement, Class Counsel have considered numerous risks of continued litigation and other factors. One such factor is the potential recovery at trial on the California Named Plaintiffs' and Washington Named Plaintiff's claims for damages, including the damages claim with respect to Community Fees.

H. Defendant has agreed to this Settlement Agreement to avoid the costs, disruption and distraction of further litigation. Without admitting the truth of any allegations made in the California Action or Washington Action, or any liability with respect thereto, Defendant and its counsel have concluded that it is desirable that the claims against Defendant be settled on the terms reflected in this Agreement.

I. Accordingly, IT IS HEREBY STIPULATED AND AGREED by and among the undersigned, on behalf of the California Named Plaintiffs, the Washington Named Plaintiff, the Settlement Class, and Defendant, that the California Action, the Washington Action, and the Claims shall be finally and fully compromised, settled, and released, subject to the approval of the Court on the following terms and conditions.

## **SETTLEMENT TERMS**

### **1. DEFINITIONS**

1.1 "Actions" means the California Action and the Washington Action.

1.2 "California Action" means the action of *June Newirth, by and through her Guardian ad Litem, Frederick J. Newirth; Barbara Feinberg; and Elizabeth Barber, Andrew Bardin, and Thomas Bardin as successors-in-interest to the Estate of Margaret Pierce; on their own behalves and on behalf of others similarly situated vs. Aegis Senior Communities, LLC, dba Aegis Living; and Does 1 – 100*, Case No. 4:16-cv-03991-JSW, which is currently pending in the United States District Court, Northern District of California, including, without limitation, the Second Amended Complaint and any appeals or requests for leave to appeal any ruling or judgment entered in that case.

1.3 “Agreement” or “Settlement Agreement” means this Stipulation of Settlement (including all Exhibits attached hereto).

1.4 “Attorneys’ Fees and Expenses” means such attorneys’ fees as may be awarded by the Court upon application by Class Counsel not to exceed \$6,350,000, and reimbursement of litigation costs actually incurred not to exceed \$1,300,000, as described more particularly in Section 9 of this Agreement.

1.5 “Award” or “Settlement Award” means the settlement payment to be made to Settlement Class Members pursuant to Sections 7.2 to 7.9 of this Agreement.

1.6 “Class Notice” or “Notice” means the notice to be disseminated to Settlement Class Members informing them about the Settlement Agreement, in the form approved by the Court. A copy of the Notice that will be proposed for Court approval is attached substantially in the form of Exhibit 2.

1.7 “California Named Plaintiffs” means plaintiffs June Newirth, by and through her successor in interest, Kathi Troy; and Elizabeth Barber, Andrew Bardin, and Thomas Bardin as successors-in-interest to the Estate of Margaret Pierce.

1.8 “Class Counsel” means:

STEBNER & ASSOCIATES  
870 Market Street, Suite 1212  
San Francisco, CA 94102  
Telephone: (415) 362-9800  
Facsimile: (415) 362-9801

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george@stebnerassociates.com

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Facsimile: (619) 232-8311

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ZWERLING, SCHACHTER & ZWERLING,  
LLP  
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Dan Drachler  
ddrachler@zsz.com

NEEDHAM KEPNER & FISH LLP  
1960 The Alameda, Suite 210  
San Jose, CA 95126  
Telephone: (408) 956-6949  
Facsimile: (408) 244-7815

Kirsten Fish  
kfish@nkf-law.com

1.9 “Community Fee” means the fee, if any, identified as such and paid by or for a Settlement Class Member typically at the time of move-in to an Aegis Living branded assisted living facility in California or Washington. By way of example, the Community Fee paid by

named plaintiff June Newirth is described in the paragraph entitled “Community Fee” that appears on page 4 of Ms. Newirth’s Residence and Care Agreement.

1.10 “Court” means the United States District Court, Northern District of California, the Honorable Jeffrey S. White presiding.

1.11 “Defendant” means Aegis Senior Communities, LLC, dba Aegis Living.

1.12 “Defendant’s California Counsel” means the following counsel of record for Defendant for the California Action:

LEWIS BRISBOIS BISGAARD & SMITH LLP  
633 West 5th Street, Suite 4000  
Los Angeles, CA 90071  
Telephone: (213) 250-1800  
Facsimile: (213) 250-7900

Jeffrey S. Ranen  
Jeffrey.Ranen@lewisbrisbois.com  
Soojin Kang  
Soojin.Kang@lewisbrisbois.com

1.13 “Defendant’s Washington Counsel” means the following counsel of record for Defendant for the Washington Action:

McNAUL EBEL NAWROT & HELGREN, P.L.L.C  
600 University Street, Suite 2700  
Seattle, WA 98101  
Telephone: (206) 467-1816  
Facsimile: (206) 624-5128

Robert M. Sulkin  
rsulkin@mcnaul.com  
Gregory J. Hollon  
ghollon@mcnaul.com  
Claire Martirosian  
cmartirosian@mcnaul.com

1.14 “Distribution Request” means a request for payment of a Settlement Award made by a Settlement Class Member, or made by the legal representative or successor in interest of a deceased Settlement Class Member, who has not had a Settlement Award check previously sent to the Settlement Class Member by the Settlement Administrator. Any Distribution Request must be submitted to the Settlement Administrator and post-marked not later than thirty (30) calendar days after the Effective Date (herein the “Distribution Deadline”).

1.15 “Effective Date” means the later in time of: (a) sixty (60) calendar days after the date of entry of the Order of Final Approval and Judgment Approving Class Action Settlement, if no timely motions for reconsideration and/or no appeals or other efforts to obtain review have been filed; or (b) in the event that an appeal or other effort to obtain review has been initiated, fifteen (15) calendar days after the date after such appeal or other review has been finally concluded and is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise.

1.16 “Escrow Agent” means The Huntington National Bank. “Escrow Agreement” and “Escrow Procedure Agreement” mean the agreements attached hereto as Exhibit 4, pursuant to which and Court approval, the Escrow Agent will safeguard, control, and maintain the Settlement Fund until the Effective Date. For privacy and security reasons, the names of Aegis’ insurers and all of the Authorized Agents and certain security procedures are redacted from the Escrow Agreement and Escrow Procedure Agreement attached hereto as Exhibit 4.

1.17 “Final Approval Hearing” means the hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Agreement.

1.18 “Order of Final Approval and Judgment Approving Class Action Settlement” means the final order and judgment approving the settlement as fair, adequate, and reasonable and confirming the certification of the Settlement Class, in the form approved and signed by the Court.

1.19 “Motion for Final Approval” means the motion, to be filed by Class Counsel on behalf of the California Named Plaintiffs, Washington Named Plaintiff, and the Settlement Class, after consultation with Defendant’s Counsel and not to be opposed by Defendant, for Final Approval of this Agreement.

1.20 “Motion for Preliminary Approval of Settlement” means the motion, to be filed by Class Counsel on behalf of the California Named Plaintiffs and Washington Named Plaintiff, after consultation with Defendant’s Counsel and not to be opposed by Defendant, for Preliminary Approval of this Agreement.

1.21 “Notice and Administration Expenses” means all costs and expenses incurred by the Settlement Administrator, including all notice expenses, the cost of administering the Notice Program and the costs of processing all payments to Settlement Class Members.

1.22 “Notice Date” means the date by which the Settlement Administrator substantially completes dissemination of the Class Notice as provided in the Agreement and shall be no later than ten (10) business days after the entry by the Court of the Preliminary Approval Order.

1.23 “Objection Date” means the date by which Settlement Class Members must file and serve objections to the settlement, which shall be sixty (60) calendar days after the Notice Date.

1.24 “Opt Out Date” means the postmark date by which a Request for Exclusion must be submitted to the Settlement Administrator in order for a Settlement Class Member to be excluded from the Settlement Class, and shall be sixty (60) calendar days after the Notice Date.

1.25 “Parties” means Named Plaintiffs, the Settlement Class, and Defendant.

1.26 “Named Plaintiffs” means the California Named Plaintiffs and the Washington Named Plaintiff.

1.27 “Preliminary Approval Order” means the order preliminarily approving this Settlement, conditionally certifying the Settlement Class for settlement purposes only, approving the Notice Program and Class Notice, setting the Opt Out Date, Objection Date and Notice Date, and setting the date of the Final Approval Hearing, in the form of order approved and signed by the Court. The Preliminary Approval Order that will be submitted to the Court for approval is attached substantially in the form of Exhibit 3.

1.28 “Released Claims” means and includes any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature whatsoever that the Releasing Parties ever had, now have or hereafter can, shall, or may have against the Released Parties, including without limitation any and all damages, loss, costs, expenses, penalties, attorneys’ fees and expert fees, and interest, whether known or unknown, suspected or unsuspected, asserted or unasserted, fixed or contingent, direct or indirect, whether sounding in tort or contract or any other legal theory, whether statutory, administrative, common law or otherwise, however pled, wherever brought and whether brought in law, equity or otherwise, arising out of or relating in any way or manner to the claims and allegations asserted or that could have been asserted in either or both Actions based on the facts alleged in the complaints in the California and/or Washington Actions; provided that the following claims only are specifically excluded from this Release: (i) any individual claims for personal injuries, wrongful death, bodily harm, or emotional distress resulting from said claims for personal injuries, wrongful death or bodily harm; and (ii) claims based on a breach of this Agreement or the Injunction (collectively, “Excluded Claims”). Nothing in this Agreement shall preclude any person or entity from asserting any and all relevant allegations in support of a claim for personal injuries, wrongful death, bodily harm, or emotional distress resulting from said personal injuries, wrongful death or bodily harm, including without limitation, allegations that the facility was understaffed.

1.29 “Releasing Party” or “Releasing Parties” means (i) the California Named Plaintiffs, Washington Named Plaintiff, and each Settlement Class Member; (ii) any person or entity that paid fees to have any of the foregoing move in to, reside or receive care at an Aegis branded assisted living facility in California during the California Class Period or in Washington during the Washington Class Period; (iii) any persons and entities claiming by or through any of the foregoing (i)-(ii); (iv) any predecessors, successors, agents, representatives, estates, executors, administrators, dependents, heirs, beneficiaries, trustees, attorneys, employees, assignors or assignees of any of the foregoing (i)-(iii).

1.30 “Released Party” or “Released Parties” means “(i) Aegis Senior Communities, LLC, dba Aegis Living and its insurers (Columbia Casualty Company, RSUI Indemnity



Company, and Wesco Insurance Company) (ii) any direct or indirect parents, subsidiaries, divisions, affiliates, and related entities of any of the forgoing, including all Aegis communities in California and Washington; (iii) any predecessors, successors, or assigns of any of the foregoing (i)-(ii); and (iv) any past, present or future employees, officers, directors, affiliates, partners, joint ventures, co-venturers, licensors, licensees, principals, members, managers, managing agents, agents, attorneys, insurers, reinsurers, shareholders, trusts, trustees, representatives, administrators, fiduciaries, heirs, subrogees, and executors of any of the foregoing (i)-(iii) in his, her, or its capacity as such.

1.31 “Request for Exclusion” means the written communication that must be submitted to the Settlement Administrator and postmarked on or before the Opt Out Date by a Settlement Class Member who wishes to be excluded from the Settlement Class.

1.32 “Reserve Fund” means the Twenty-Five-Thousand Dollars (\$25,000) that the Settlement Administrator shall hold in the Settlement Fund to pay late-submitted Distribution Requests. The amount of any Settlement Award checks not cashed within the check cashing deadline (after reasonable reminders issued by the Settlement Administrator) shall be added to the Reserve Fund. Any moneys left in the Reserve Fund not paid to Settlement Class Members shall be paid to Groceries for Seniors, or other appropriate cy pres recipient(s) qualified under 501(c)(3) and nominated by Class Counsel and approved by the Court.

1.33 “Settlement Administrator” or “Administrator” means CPT Group, Inc., which subject to Court approval, shall design and implement the program for disseminating notice to the Settlement Class, and except as provided by the Escrow Agreement and in coordination therewith, administer the payment portion of this settlement and perform overall administrative functions.

1.34 “Settlement Class”, as defined for the purpose of this Settlement Agreement only, shall consist of the following subclasses:

(a) All persons who resided at one of the Aegis Living branded California assisted living facilities at any time between April 12, 2012, through and including October 30, 2020 (the “California Class Period”) that were owned or managed by Defendant or in which Defendant was identified as a licensee by California’s Department of Social Services, including without limitation the following communities: Aegis Gardens (Fremont), Aegis of Aptos, Aegis of Carmichael, Aegis of Corte Madera, Aegis of Dana Point, Aegis of Fremont, Aegis of Granada Hills, Aegis of Laguna Niguel, Aegis of Moraga, Aegis of Napa, Aegis of Pleasant Hill, Aegis of San Francisco, Aegis of San Rafael<sup>1</sup>, Aegis of Shadowridge (Oceanside), and Aegis of Ventura (“California Subclass”); and

(b) All persons who resided at one of the Aegis Living branded Washington assisted living facilities at any time between March 8, 2014, through and including

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<sup>1</sup> The parties acknowledge and agree that, with respect to Aegis of San Rafael, the Settlement Class includes only persons who resided at the Aegis of San Rafael facility between April 12, 2012 through and including March 31, 2016.

October 30, 2020 (the “Washington Class Period”) that were owned or managed by Defendant or in which Defendant was identified as a licensee by Washington’s Department of Social and Health Services, including without limitation the following communities: Aegis Gardens (Newcastle), Aegis Lodge (Kirkland), Aegis of Ballard, Aegis of Bellevue, Callahan House (Shoreline), Aegis of Issaquah, Aegis of Kent, Aegis of Kirkland, Aegis of Lynnwood, Aegis of Madison (Seattle), Aegis of Marymoor (Redmond), Aegis of Mercer Island, Queen Anne on Galer, Queen Anne Rodgers Park, Aegis of Ravenna (Seattle), Aegis of Redmond, Aegis of Shoreline, and Aegis of West Seattle (“Washington Subclass”).

(c) Excluded from the Settlement Class are (i) Defendant and their officers, directors, and employees; (ii) any Settlement Class Member (or their legal successors) who submits a valid and timely Request for Exclusion; and (iii) the Judges to whom these Actions are assigned and any members of their immediate families.

1.35 “Settlement Class Member” means any person falling within the description of the Settlement Class who does not timely opt out of the Settlement Class.

1.36 “Settlement Class Member Information List” means and includes all the following information to the extent it is within Defendant’s possession, custody or control and reasonably accessible: (a) a list of any Person meeting the definition of the Settlement Class; (b) names of any resident contact person on file with Aegis; (d) last-known addresses, e-mail addresses, or other contact information for any Settlement Class Member and their resident contact person on file with Aegis; and (e) amount of the Community Fee (if any) paid by or on behalf of each Settlement Class Member for whom Defendant has Community Fee information. The Settlement Class Member Information List and all information contained therein shall be considered confidential and subject to the Protective Orders entered in the California and Washington Actions.

1.37 “Settlement Fund” means the Sixteen Million Two-Hundred-Fifty-Thousand Dollars (\$16,250,000) that Defendant has agreed to pay in full settlement and resolution of the Actions (excluding Defendant’s costs to comply with the Injunction).

1.38 “Settlement Website” means the Internet website to be established for this settlement by the Settlement Administrator to provide information to the public and the Settlement Class about this Agreement.

1.39 “Washington Action” means the action of *Carol M. Morrison by Stacy A. Van Vleck as Attorney-in-Fact, on her own behalf and on behalf of others similarly situated vs. Aegis Senior Communities, LLC, dba Aegis Living; and Does 1 – 100*, Case No. 18-2-06326-4 SEA, which is currently pending in the Superior Court of Washington, County of King, including, without limitation, the First Amended Complaint and any appeals or requests for leave to appeal any ruling or judgment entered in that case.

1.40 “Washington Named Plaintiff” means plaintiff Carol M. Morrison by Stacy A. Van Vleck as Attorney-in-Fact.

## **2. PRELIMINARY APPROVAL OF SETTLEMENT**

2.1 As soon as practicable after the signing of this Agreement, Named Plaintiffs shall move the Court for an order: (a) preliminarily approving this Agreement as fair, reasonable and adequate; (b) conditionally certifying the Settlement Class for settlement purposes; (c) approving the form, manner, and content of the Class Notice; (d) setting the date and time of the Final Approval Hearing; (e) appointing Named Plaintiffs as representatives of the Settlement Class for settlement purposes only; and (f) appointing Class Counsel for settlement purposes only. Defendant shall cooperate with Named Plaintiffs to obtain the Preliminary Approval Order consistent with the terms herein.

2.2 Defendant hereby consents, solely for purposes of the Agreement, to the certification of the Settlement Class, to the appointment of Class Counsel, and to the approval of Named Plaintiffs as suitable representatives of the Settlement Class; provided, however, that if the Court fails to approve this Agreement or the Agreement otherwise fails to be consummated, then this settlement shall be void *ab initio* and shall be of no force or effect whatsoever, shall not be referred to or utilized for any purpose whatsoever, and Defendant shall retain all rights it had immediately preceding the execution of this Agreement to object to and challenge the maintenance of the Actions as class actions or at all.

## **3. SETTLEMENT ADMINISTRATOR**

3.1 In addition to any tasks and responsibilities ordered by the Court, the Settlement Administrator shall be authorized to undertake various administrative tasks, including, without limitation: (1) mailing or arranging for the mailing, e-mailing or other distribution of the Court-approved notice to Settlement Class Members, (2) handling returned mail and e-mail not delivered to Settlement Class Members, (3) attempting to obtain updated address information for Settlement Class Members by all reasonable means, including running change of address, skip traces or other procedures on the Settlement Class Member Information List provided by Defendant, and any notices returned without a forwarding address or an expired forwarding address, (4) making any additional mailings required under the terms of this Agreement, (5) answering written inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel or their designee, (6) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion to the settlement, (7) establishing the Settlement Website that posts notices, distribution request forms and other related documents, (8) establishing a toll-telephone number that will provide settlement-related information to Settlement Class Members, (9) receiving and processing payment requests and distributing payments to Settlement Class Members, (10) receiving/forwarding opt outs and objections, and (11) otherwise assisting with administration of the Agreement.

3.2 The Court-approved costs, fees and expenses of the Administrator, including without limitation the Notice and Administration Expenses and all other costs of disseminating Notice to Settlement Class Members, administration of the claims process, and all of the other functions of the Administrator as described herein, shall be paid from the Settlement Fund only after entry of the Order of Final Approval and Judgment Approving Class Action Settlement or

pursuant to Section 12.2. Funds allocated but not paid to the Settlement Administrator shall be paid to the Reserve Fund and distributed in accordance with section 7.9 below.

#### **4. NOTICE TO THE SETTLEMENT CLASS**

4.1 No later than ten (10) business days after the execution of this Agreement, Defendant shall furnish the Settlement Administrator with the Settlement Class Member Information List.

4.2 No later than ten (10) business days after the entry by the Court of the Preliminary Approval Order, the Settlement Administrator shall substantially complete the dissemination of Class Notice to potential Settlement Class Members, as follows:

4.2.1 Mailed notice by first class U.S. Mail to the last known addresses of the Settlement Class Member, and their family members or legal representatives, as provided by Defendant in the Settlement Class Member Information List. Returned mail shall be re-sent after a skip trace is performed.

4.2.2 E-mailed notice to the last known e-mail addresses of the Settlement Class Member, and their family members or legal representatives, as provided by Defendant in the Settlement Class Member Information List.

4.2.3 Publication of the summary version of the Notice as approved by the Court, through a single publication in the USA Today (California and Washington weekday edition).

4.2.4 Posting of the Notice: No later than ten (10) business days from entry of the Preliminary Approval Order, the Settlement Administrator will post the Notice on the Settlement Website. The Notice shall remain available by these means until the Effective Date. The Notice may also be posted on the websites of Class Counsel at their option.

4.3 Five (5) days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court with an affidavit attesting that Notice was disseminated pursuant to the Notice Program set forth below.

#### **5. OBJECTIONS/REQUESTS FOR EXCLUSION**

5.1 Objections

5.1.1 Any Settlement Class Member who intends to object to the fairness of the Settlement Agreement must do so in writing no later than the Objection Date. The written objection and notice of objection must be filed with the Clerk of the Court and served on Class Counsel and Defendant's Counsel by no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, telephone number and, if represented by counsel, of his/her counsel; (c) a statement that the objector resided at or signed a contract with Defendant, predecessors,

successors, assigns or related entities during the California Class Period or Washington Class Period and (d) the Aegis Living Community at which they resided, or that the objector is the legal successor to such a person; (e) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (f) a clear and concise statement of the objection to the Settlement and this Settlement Agreement, including all factual and/or legal grounds supporting the objection; (g) copies of any papers, briefs, or other documents upon which the objection is based; and (h) the objector's signature under penalty of perjury.

5.1.2 Absent good cause found by the Court, any Settlement Class Member who fails to make a timely written objection in the time and manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by objection, appeal or otherwise) to the Settlement and this Agreement.

5.1.3 Any Settlement Class Member who has objected per Section 5.1.1 above may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's sole expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement, including attorneys' fees.

5.1.4 The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a copy of all written objections on a rolling basis upon receipt and a final list of all written objections within five (5) business days after the Opt Out Date. Class Counsel shall file a single packet of all objections with the Court with the Motion for Final Approval.

5.1.5 The Parties and their counsel shall have the right and opportunity to respond in writing to any objections to the Settlement prior to the Fairness Hearing, as well as to respond to the objections at the Fairness Hearing.

## 5.2 Requests for Exclusion

5.2.1 Any member of the Settlement Class may request to be excluded from the Settlement Class. A Settlement Class Member who wishes to opt out of the Settlement Class and relinquish their rights to benefits under the Settlement Agreement must do so no later than the Opt Out Date. In order to opt out, a Settlement Class Member must send to the Settlement Administrator via first class United States mail a written Request for Exclusion that is post-marked no later than the Opt Out Date. The Request for Exclusion must be personally signed by the Settlement Class Member or their legal representative requesting exclusion and must contain the following information: (a) the Settlement Class Member's name, current address and telephone number; and (b) a statement that indicates a desire to be excluded from the Settlement Class. Any Request for Exclusion postmarked after the Opt Out Date shall not be valid.

5.2.2 Any Settlement Class Member who does not make a timely written Request for Exclusion shall be bound by all subsequent proceedings, orders and the Order

of Final Approval and Judgment Approving Class Action Settlement, even if he or she has pending, or subsequently initiates, litigation, arbitration or any other proceeding against any Released Party relating to the Released Claims.

5.2.3 Any Settlement Class Member who properly requests to be excluded from the Settlement Class shall not: (a) be bound by any orders or judgments entered in the Actions relating to the Agreement; (b) be entitled to an Award from the Settlement Fund, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Agreement.

5.2.4 The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with copies of all requests for exclusion upon receipt on a rolling basis and a final list of names for all timely Requests for Exclusion within five (5) business days after the Opt Out Date. The names for all timely Requests for Exclusion will be deemed confidential under the Protective Orders and shall not be made publicly available. In addition to its affidavit to the Court attesting that Notice was disseminated pursuant to the Notice Program, the Settlement Administrator shall also include in its affidavit the final number of all timely Requests for Exclusion five (5) business days prior to the Final Approval Hearing.

5.2.5 Notwithstanding any other provisions of this Stipulation of Settlement, Defendant may unilaterally withdraw from and terminate this Stipulation of Settlement if the total number of Settlement Class Members who submit timely requests for exclusion from this settlement exceeds ten percent (10%) of the Settlement Class. In the event the Defendant exercises that option, the settlement and Stipulation of Settlement shall be of no force or effect whatsoever, all obligations hereunder shall be null and void, the Settlement Fund shall revert to Defendant and its insurers pursuant to Section 12.2, and the Parties shall otherwise be restored to their respective positions as if this settlement had never existed.

## **6. COURT APPROVAL OF SETTLEMENT**

6.1 This Agreement is subject to and conditioned upon the issuance by the Court of the Order of Final Approval and Judgment Approving Class Action Settlement that finally certifies the Settlement Class for the purposes of this settlement, grants final approval of the Agreement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

6.2 The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Actions, all Parties, the claims administration process, including without limitation the Injunction, and the Settlement Class Members, to interpret and enforce the Agreement's terms, conditions, and obligations.

## 7. SETTLEMENT RELIEF

### 7.1 Injunction

As an integral part of the consideration provided under this Agreement, Defendant stipulates to entry of the Court-approved injunction substantially in the form attached as Exhibit 1 to this Agreement (“Injunction”).

### 7.2 Settlement Fund

Defendant shall make a payment of \$16,250,000 into the Settlement Fund to be administered and distributed by the Settlement Administrator and/or Escrow Agent consistent with the terms of this Settlement Agreement, the Escrow Agreement, and the Escrow Procedure Agreement. The \$16,250,000 payment shall cover all of Defendant’s monetary obligations under the Settlement, including without limitation amounts payable to the Settlement Administrator, taxes and tax expenses, all Named Plaintiffs’ and Settlement Class Members’ attorneys’ fees and expenses, Settlement Awards, and Service Awards, exclusive of Defendant’s costs to comply with the Injunction. The Settlement Fund shall be maintained in an interest-bearing, secure account established by the Settlement Administrator and/or the Escrow Agent that, to the extent feasible, meets the requirements for a “Qualified Settlement Fund” within the meaning of Treasury Regulation section 1.468B. The payments by Defendant and its insurers to the Settlement Fund shall be made as follows: (a) \$15,625,000 shall be paid within thirty (30) calendar days after the Court grants the Preliminary Approval Order; and (b) the remaining balance of \$625,000 shall be paid within 180 calendar days after the Court grants the Preliminary Approval Order.

7.3 The Settlement Fund, less the money used from the Settlement Fund to pay the Notice and Administration Expenses, taxes and tax expenses, Attorneys’ Fees and Expenses, Service Awards and the Reserve Fund, shall be the “Net Settlement Fund.”

7.4 The Net Settlement Fund shall be distributed through Settlement Award checks made payable to each Settlement Class Member for whom a valid address has been provided to, or located by, the Settlement Administrator.

7.5 Any Settlement Class Member (or any legal successor to any deceased Settlement Class Member) that submits a timely Distribution Request to the Settlement Administrator, and who has not had a Settlement Award check already distributed to the Settlement Class Member shall likewise be mailed a Settlement Award check upon verification by the Settlement Administrator that the Person on whose behalf that Distribution Request has been submitted is a member of the Settlement Class.

7.6 The amounts of the Settlement Awards shall be calculated as follows:

7.6.1 Settlement Class Members who paid no Community Fee (and had no Community Fee paid on their behalf) shall each be entitled to a Settlement Award in amount to be proposed by Plaintiffs’ Counsel after receipt of the Community Fee

Information and approved by the Court. The Settlement Administrator shall calculate the total amount owed to the “No Community Fee Paid” group.

7.6.2 Settlement Class Members for whom Community Fee Information is unavailable shall each be entitled to a Settlement Award calculated as follows. The Settlement Administrator shall calculate the average Community Fee paid by Settlement Class Members in 2011. The Settlement Administrator shall divide the number of Settlement Class Members who paid no Community Fee by the number of Settlement Class Members for whom Community Fee Information is available, resulting in a percentage. The Settlement Administrator shall reduce the average Community Fee paid in 2011 by that percentage. The reduced average Community Fee amount shall be treated as the Community Fee amount paid by each Settlement Class Member for whom Community Fee Information is unavailable for purposes of the calculation in 7.6.3 below.

7.6.3 Settlement Class Members who paid a Community Fee (or had someone pay a Community Fee on their behalf) and Settlement Class Members for whom Community Fee Information is unavailable shall each be entitled to a Settlement Award calculated as follows. The Settlement Administrator shall first calculate a Settlement Payment Percentage (“SPP”) by dividing the Net Settlement Fund (less the amounts allocated for the No Community Fee Paid group above in section 7.6.1) by the total amount of Community Fees paid by or on behalf of all Settlement Class Members including Settlement Class Members for whom Community Fee Information is unavailable. Next, the SPP shall be applied against the Community Fee paid by or on behalf of each Settlement Class Member and the reduced average Community Fee assigned to each Settlement Class Member for whom Community Fee Information is unavailable, to derive the Settlement Award amount for each such Settlement Class Member.

7.7 The Settlement Administrator shall mail the Settlement Award checks to the above-described Settlement Class Members no later than thirty (30) calendar days after the Effective Date. The Settlement Payments checks shall allow for a check cashing period of one-hundred-twenty (120) calendar days.

7.8 The Settlement Administrator shall have the discretion to pay settlement checks in response to Distribution Requests submitted after the Distribution Deadline, provided that the amount of such payments shall be calculated in accordance with the formula set forth in Section 7.6 above, or such lesser amount as the Settlement Administrator in its discretion determines can be paid from the Reserve Fund.

7.9 Except as stated in Sections 5.2.5 and 12.2, there shall be no reversion to Defendant of any portion of the Settlement Fund, any unclaimed funds, any uncashed Settlement Awards, or any interest earned on any such funds. If the monies left in the Reserve Fund (after all Settlement Awards have been paid) is sufficient to make another distribution economically practical, the remaining monies shall be paid to the Settlement Class Members who cashed their initial settlement checks, with the share amounts of any supplemental distribution to be calculated using the same procedure set forth in Section 7.6 above. If the Settlement Administrator determines that a supplemental distribution is not economically feasible, the remaining balance shall be distributed through cy pres payment to Groceries for Seniors, or other



appropriate cy pres recipient(s) qualified under 501(c)(3) and nominated by Class Counsel and approved by the Court.

## 8. RELEASES

8.1 Upon the Effective Date, and subject to fulfillment of all of the terms of this Agreement, each and every Releasing Party shall be deemed to have released and forever discharged each Released Party of and from any and all liability for any and all Released Claims.

8.2 On the Effective Date, the Released Parties shall be deemed to have released and forever discharged each Settlement Class Member and Class Counsel, from any and all claims arising out of or relating to the institution, prosecution and resolution of the Actions, provided that the provisions of the Protective Orders shall remain in place unless otherwise modified by court order.

8.3 Upon the Effective Date without further action, for good and valuable consideration, with respect to all claims released herein, all Class Representatives and all Released Parties expressly waive and relinquish any and all provisions, rights, and benefits of Section 1542 of the California Civil Code and any and all similar provisions, rights, and benefits conferred under Washington law that is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which provides:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

## 9. ATTORNEYS' FEES AND EXPENSES AND PLAINTIFF SERVICE AWARDS

9.1 On or before fifteen (15) calendar days prior to the Objection Date, Class Counsel shall make an application for an award of attorneys' fees incurred not to exceed \$6,350,000, plus reimbursement of litigation costs actually incurred not to exceed \$1,300,000 in the prosecution of the Actions. Class Counsel shall be responsible for allocating and distributing the Attorneys' Fees and Expenses award among themselves.

9.2 The Attorneys' Fees and Expenses awarded by the Court shall be paid from the Settlement Fund to Class Counsel within three (3) business days after the Court's order approving Attorneys' Fees and Expenses, provided that the Parties have reached agreement on a mutually acceptable form of security for Class Counsel's repayment in accordance with this paragraph 9.2. The Parties shall confer in good faith in an effort to reach agreement on an acceptable form of security, but if no agreement is reached, the matter shall be submitted to the Court for binding resolution. In no event shall the awarded Attorneys' Fees and Expenses be paid to Class Counsel any later than two (2) business days after the Effective Date. If the Order of Final Approval and Judgment Approving Class Action Settlement or a separate order setting forth the amount awarded in Attorneys' Fees and Expenses is reversed, vacated, modified, and/or

remanded for further proceedings or otherwise disposed of in any manner other than one resulting in an affirmation of the Order of Final Approval and Judgment Approving Class Action Settlement or a separate order setting forth the amount awarded in Attorneys' Fees and Expenses, then each Class Counsel shall repay the Attorneys' Fees and Expenses disbursed to that Class Counsel to the Settlement Fund, within thirty (30) calendar days of such event, the full amount of the Attorneys' Fees and Expenses or repay the amount by which the award has been reduced. The Parties stipulate the Order of Final Approval and Judgment Approving Class Action Settlement shall state that all monies held in the Settlement Fund shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned to Defendants pursuant to the Settlement Stipulation, Escrow Agreement, the Escrow Procedure Agreement, or further order of the Court. The Court's award of fees, costs and expenses to Class Counsel shall be separate from its determination of whether to approve the Settlement. In the event the Court approves the Settlement but declines to award fees and costs to Class Counsel or awards a lesser amount of fees and costs than requested by Class Counsel, the Settlement will nevertheless be valid and binding on the Parties. If the Court declines to approve the Settlement and this Agreement, no award of fees, costs and expenses shall be paid to Class Counsel.

9.3 On or before fifteen (15) calendar days prior to the Objection Date, Class Counsel shall make an application for Named Plaintiffs' service awards in an amount not to exceed Fifteen-Thousand Dollars (\$15,000) to each Class Representative (the "Service Awards"). The Service Awards awarded by the Court shall be paid from the Settlement Fund to Named Plaintiffs within five (5) calendar days after the Effective Date. The Court's award of the Service Payment to Named Plaintiffs shall be separate from its determination of whether to approve the Settlement as set forth in this Agreement. In the event the Court approves the Settlement but declines to award the Service Payment to Named Plaintiffs or awards a lesser amount than what is requested, the Settlement will nevertheless be binding on the Parties. If the Court declines to approve the Settlement, no Service Payment shall be made to Named Plaintiffs.

## **10. REPRESENTATIONS AND WARRANTIES**

10.1 Defendant represents and warrants: (1) that it has the requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transactions contemplated hereby; (2) that the execution, delivery and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Defendant; and (3) that the Agreement has been duly and validly executed and delivered by Defendant and constitutes its legal, valid and binding obligation.

10.2 Named Plaintiffs represent and warrant that they are entering into the Agreement on behalf of themselves individually, as the legal representative of or successor to a Settlement Class Member, and as proposed representatives of the Settlement Class, of their own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. Named Plaintiffs represent and warrant they have legal authority to release Released Claims on behalf of themselves and the Settlement Class Members. Named Plaintiffs represent and warrant that they have reviewed the terms of the Agreement in consultation with Class Counsel. Class Counsel represent and warrant that they are fully authorized to execute the Agreement on behalf of Named Plaintiffs.

10.3 The Parties represent and warrant that no promise, inducement or consideration for the Agreement has been made, except those set forth herein.

## **11. NO ADMISSIONS OF FAULT, NO USE EXCEPT FOR ENFORCEMENT**

11.1 The Agreement and every stipulation and term contained in it is conditioned upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, neither this Agreement nor any documents filed in connection with the approval of this Settlement shall be: (A) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by any Party of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party; or (B) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission of any liability, fault or wrongdoing, or in any way referred to for any other reason, by Named Plaintiffs, Defendant, any Releasing Party or Released Party, in the Actions or in any other civil, criminal or administrative claim, action, or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Agreement.

11.2 This Agreement shall be admissible in any proceeding related to the approval of this Agreement, to enforce its terms and conditions, or to support or defend this Agreement in an appeal from an order granting or denying final approval.

## **12. TERMINATION**

12.1 In addition to Defendant's termination rights pursuant to Section 5.2.5, Named Plaintiffs or Defendant may terminate this Agreement by providing written notice to the other Parties hereto within ten (10) calendar days of any of the following events:

12.1.1 The Court does not enter a Preliminary Approval Order that conforms in material respects to Exhibit 3 hereof; or

12.1.2 The Court does not enter an Order of Final Approval and Judgment Approving Class Action Settlement, or if entered, such Order of Final Approval and Judgment Approving Class Action Settlement is reversed, vacated, or modified in any material respect by another court, except as provided for herein.

12.2 In the event that this Agreement terminates for any reason, all Parties shall be restored to their respective positions as of immediately prior to the date of execution of this Agreement, and shall proceed in all respects as if this Agreement and any related Court orders had not been made or entered. Upon termination, this Section and Sections 11 and 13.5 herein shall survive and be binding on the Parties, but this Agreement shall otherwise be null and void. In the event of termination pursuant to Sections 12.1 or 5.2.5, within five (5) business days after written notification of such event is sent by Defendant's Counsel or Class Counsel to the

Settlement Administrator and Escrow Agent, the Settlement Fund (including accrued interest), less Court-approved Notice and Administration Expenses up to \$40,000, shall be refunded to Defendant and its insurers, pursuant to an allocation to be provided by Defendant's Counsel. In such event, Defendant shall be entitled to any tax refund owing to the Settlement Fund. At the request of Defendant, the Settlement Administrator or its designee shall apply for any such refund and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for a refund, to Defendant and its insurers, pursuant to an allocation to be provided by Defendant's Counsel.

### **13. MISCELLANEOUS PROVISIONS**

13.1 Integration: The Agreement, including all Exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the Agreement and shall supersede any previous agreements, representations, communications, and understandings among the Parties with respect to the subject matter of the Agreement. The Agreement may not be changed, modified, or amended except in a writing signed by one of Class Counsel and one of Defendant's Counsel and, if required, approved by the Court. The Parties contemplate that the Exhibits to the Agreement may be modified by subsequent agreement of Defendant or Defendant's Counsel and Class Counsel, or by the Court.

13.2 Governing Law: This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, without reference to its choice of law rules. Any action to enforce the provisions of this Agreement shall be commenced in the United States District Court, Northern District of California.

13.3 Execution in Counterparts: The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures, signatures scanned to PDF and sent by e-mail, or DocuSign signatures shall be treated as original signatures and shall be binding.

13.4 Notices: Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by first class US Mail and e-mail to:

If to Plaintiffs or Class Counsel:

Kathryn A. Stebner  
STEBNER & ASSOCIATES  
870 Market Street, Suite 1212  
San Francisco, CA 94102  
Telephone: (415) 362-9800  
Facsimile: (415) 362-9801  
kathryn@stebnerassociates.com

Guy B. Wallace  
SCHNEIDER WALLACE COTTRELL KONECKY, LLP  
2000 Powell Street, Suite 1400  
Emeryville, CA 94608  
Telephone: (415) 421-7100  
Facsimile: (415) 421-7105  
gwallace@schneiderwallace.com

If to Defendant or Defendant's Counsel:

Jeffrey S. Ranen  
Soojin Kang  
LEWIS BRISBOIS BISGAARD & SMITH LLP  
633 West 5th Street, Suite 4000  
Los Angeles, CA 90071  
Telephone: (213) 250-1800  
Facsimile: (213) 250-7900  
Jeffrey.Ranen@lewisbrisbois.com  
Soojin.Kang@lewisbrisbois.com

Gregory J. Hollon  
Claire Martirosian  
McNAUL EBEL NAWROT & HELGREN, P.L.L.C  
600 University Street, Suite 2700  
Seattle, WA 98101  
Telephone: (206) 467-1816  
Facsimile: (206) 624-5128  
ghollon@mcnaul.com  
cmartirosian@mcnaul.com

13.5 Stay of Proceedings: Upon the execution of this Agreement, all discovery and other proceedings in the Actions shall be stayed until further order of the Court, except for proceedings that may be necessary to implement the Agreement or comply with or effectuate the terms of this Settlement Agreement.

13.6 Good Faith: The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. As part of this, the

Parties and their counsel agree that they will make no statements to the media (including blogs) regarding this settlement or the case. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

13.7 Protective Orders: All orders, agreements and designations regarding the confidentiality of documents and information (“Protective Orders”) remain in effect, and all Parties and counsel remain bound to comply with the Protective Orders, including the provisions to certify the destruction of documents deemed Confidential under the Protective Orders. Notwithstanding such provision in the Protective Order, Defendant’s Counsel and Class Counsel may retain copies of all deposition transcripts and exhibits and all documents submitted to the Court, but those documents must be kept confidential to the extent they were designated as “Confidential,” and will continue to be subject to the Protective Order.

13.8 Binding on Successors: This Agreement shall inure to the benefit of and be binding upon the respective agents, assigns, administrators, employees, trustees, executors, heirs, and successors in interest of each of the Parties.

13.9 Arms-Length Negotiations: The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

13.10 Recitals: The Recitals are a material part of this Agreement and are incorporated herein in their entirety.

13.11 Waiver: The waiver by any Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.

13.12 Exhibits: All Exhibits to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.

13.13 Taxes: No opinion concerning the tax consequences of the Agreement to any Settlement Class Member is given or will be given by Defendant, Defendant’s Counsel, or Class Counsel; nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting the Agreement, if any. Defendant and Released Parties are in no way liable or responsible for any taxes Class Counsel, Named Plaintiffs, Settlement Class Members or others may be required or obligated to pay as a result of the receipt of settlement benefits or payments relating to the Settlement or under this Agreement.

13.14 The Parties listed below hereby acknowledge that, prior to the execution of this Agreement, each consulted with their respective counsel of record.

IN WITNESS WHEREOF, each of the Parties hereto has caused the Agreement to be executed, all as of the day set forth below.

DATED: \_\_\_\_\_

AEGIS SENIOR COMMUNITIES, LLC

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
KATHI TROY  
Successor-In-Interest for the Estate of June Newirth

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ELIZABETH BARBER  
Successor-In-Interest for the Estate of Margaret Pierce

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
ANDREW BARDIN  
Successor-In-Interest for the Estate of Margaret Pierce



DATED: \_\_\_\_\_

By: \_\_\_\_\_  
THOMAS BARDIN  
Successor-In-Interest for the Estate of Margaret Pierce

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
STACY A. VAN VLECK  
Attorney in fact for Carol M. Morrison

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
STEBNER & ASSOCIATES

By: \_\_\_\_\_  
KATHRYN STEBNER  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
SCHNEIDER WALLACE COTTRELL KONECKY, LLP

By: \_\_\_\_\_  
GUY WALLACE  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
DENTONS US LLP

By: \_\_\_\_\_  
CHRISTOPHER HEALEY  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
LAW OFFICE OF MICHAEL D. THAMER

By: \_\_\_\_\_  
MICHAEL D. THAMER  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
ARNS LAW FIRM

By: \_\_\_\_\_  
ROBERT S. ARNS  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
JANSSEN MALLOY LLP

By: \_\_\_\_\_  
W. TIMOTHY NEEDHAM  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
MARKS, BALETTE, GIESSEL & YOUNG, P.L.L.C.

By: \_\_\_\_\_  
DAVID T. MARKS  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
ZWERLING, SCHACHTER & ZWERLING, LLP

By: \_\_\_\_\_  
DAN DRACHLER  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
EMBER LAW P.L.L.C.

By: \_\_\_\_\_  
LEAH S. SNYDER  
Attorney for Plaintiffs

DATED: \_\_\_\_\_ Approved as to form and agreed in substance to Section 9.2 by  
NEEDHAM KEPNER & FISH LLP

By: \_\_\_\_\_  
KIRSTEN FISH  
Attorney for Plaintiffs

**EXHIBITS**

**Document**

**Exhibit Number**

Injunction (Exhibit A addendum thereto to be provided to Class Counsel and made available to Settlement Class Members upon their request) .....1

Class Notice (Long Form and Summary Form) .....2

Proposed Preliminary Approval Order .....3

Escrow Agreement and Escrow Procedure Agreement (redacted of personally identifiable and security related confidential information).....4

**Exhibit B**

**Fees of Escrow Agent**

**Acceptance Fee:**

**Waived**

The Acceptance Fee includes the review of the Escrow Agreement, acceptance of the role as Escrow Agent, establishment of Escrow Account(s), and receipt of funds.

**Annual Administration Fee:**

**Waived**

The Annual Administration Fee includes the performance of administrative duties associated with the Escrow Account including daily account management, generation of account statements to appropriate parties, and disbursement of funds in accordance with the Escrow Agreement. Administration Fees are payable annually in advance without proration for partial years.

**Out of Pocket Expenses:**

**Waived**

Out of pocket expenses include postage, courier, overnight mail, wire transfer, and travel fees.

**Exhibit C**

**Information and Signature Document  
of Authorized Agent**

4840-7275-5924.1  
US\_Active\115531308\V-2

**Exhibit C**

**Information and Signature Document  
of Authorized Agent**

**Name:** \_\_\_\_\_

**Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Office Phone:** \_\_\_\_\_

**Mobile Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, who personally appeared who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

By: \_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

(Seal)

*If not notarized, this form must be accompanied by a copy of the  
Authorized Agent's state driver's license or U.S. Passport.  
This information will be held by the Escrow Agent in strict confidence.*

## PROCEDURE AGREEMENT – NEWIRTH/MORRISON/AEGIS SETTLEMENT

This Procedure Agreement – Newirth/Morrison/Aegis Settlement (this “Procedure Agreement”) dated \_\_\_\_\_, is made among Aegis Senior Communities, LLC, dba Aegis Living (“Defendant”); \_\_\_\_\_ CPT Group, Inc. (“Settlement Administrator”), and Stebner & Associates, Dentons US LLP, and Schneider Wallace Cottrell Konecky, LLP (“Representative Class Counsel”) (individually “Procedure Agreement Party” and collectively “Procedure Agreement Parties”).

### Recitals

- A. This Procedure Agreement is made in reference to the Escrow Agreement dated \_\_\_\_\_, which is attached hereto as Exhibit “A.”
- B. The Escrow Agreement contemplates the provision to the Escrow Agent of certain documents, information, and instructions by the “Authorized Agents,” who are identified in Section 9 of the Escrow Agreement.
- C. The Procedure Agreement Parties desire to ensure that the documents, information, and instructions provided to the Escrow Agent by the Authorized Agents pursuant to the terms of the Escrow Agreement are accurate, valid, and not fraudulent and, for that reason, enter into this Procedure Agreement.

### Agreement

- 1. Recitals; Defined Terms. The recitals above and the exhibits attached to this Procedure Agreement are incorporated herein by reference and made a part hereof. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Escrow Agreement.
- 2. Information and Signature Documents. Each Authorized Agent will be responsible for providing to the Escrow Agent his or her Information and Signature Document pursuant to the terms of the Escrow Agreement and will provide Procedure Agreement Parties with confirmation that such Information and Signature Document has been delivered to the Escrow Agent.
- 3. Revisions to Information and Signature Documents. Each Authorized Agent will be responsible for providing the Escrow Agent with any revised Information and Signature Document pursuant to the terms of the Escrow Agreement and will provide Procedure Agreement Parties with confirmation that such revised Information and Signature Document has been delivered to the Escrow Agent.
- 4. Standing Funds Transfer Instructions and Amended Standing Funds Transfer Instructions. The Standing Funds Transfer Instructions to be provided to the Escrow Agent prior to or at



the time that the Settlement Amount is deposited into the Escrow Account pursuant to Section 4 of the Escrow Agreement and any Amended Standing Funds Transfer Instructions will be prepared in the following manner:

a. Provision of Wiring Instructions to Defense Counsel Authorized Agents:

- i. [REDACTED] will provide to Defense Counsel Authorized Agents wiring instructions to be used to transfer money to the Defendant in the event of a return of funds to the Contributors pursuant to Section 15 of the Escrow Agreement and [REDACTED] [REDACTED] will provide to Defense Counsel Authorized Agents any amendments to said wiring instructions.
- ii. [REDACTED] will provide to Defense Counsel Authorized Agents wiring instructions to be used to transfer money to [REDACTED] in the event of a return of funds to the Contributors pursuant to Section 15 of the Escrow Agreement and [REDACTED] [REDACTED] will provide to Defense Counsel Authorized Agents any amendments to said wiring instructions.
- iii. [REDACTED] counsel for [REDACTED] will provide to Defense Counsel Authorized Agents wiring instructions to be used to transfer money to [REDACTED] in the event of a return of funds to the Contributors pursuant to Section 15 of the Escrow Agreement and [REDACTED] [REDACTED] will provide to Defense Counsel Authorized Agents any amendments to said wiring instructions.
- iv. [REDACTED] counsel for [REDACTED] will provide to Defense Counsel Authorized Agents wiring instructions to be used to transfer money to [REDACTED] in the event of a return of funds to the Contributors pursuant to Section 15 of the Escrow Agreement and [REDACTED] [REDACTED] will provide to Defense Counsel Authorized Agents any amendments to said wiring instructions.
- v. [REDACTED] will provide to Defense Counsel Authorized Agents wiring instructions to be used to transfer money to the Settlement Administrator for Court-approved notice and administration costs up to \$40,000 in the event of a return of funds to the Contributors pursuant to Section 15 of the Escrow Agreement and [REDACTED] [REDACTED] will provide to Defense Counsel Authorized Agents any amendments to said wiring instructions.
- vi. [REDACTED] of CPT Group, Inc. will provide to Defense Counsel Authorized Agents wiring instructions to be used to transfer money to the Settlement Administrator for purposes of the

Final Disbursement and [REDACTED] will provide to Defense Counsel Authorized Agents any amendments to said wiring instructions.

- vii. [REDACTED] of Representative Class Counsel will provide to Defense Counsel Authorized Agents wiring instructions to be used to transfer money to Class Counsel for Attorneys' Fees and Expenses (as defined by the Settlement Agreement) pursuant to Section 12.e.i. of the Escrow Agreement and [REDACTED] will provide to Defense Counsel Authorized Agents any amendments to said wiring instructions.

b. Verification of Wiring Instructions By Defense Counsel Authorized Agents

- i. Upon receipt of each set of wiring instructions set forth in Section 4.a. of this Procedure Agreement, at least one (1) Defense Counsel Authorized Agent will verify the wiring instructions [REDACTED]

- ii. Each Procedure Agreement Party providing wiring instructions to Defense Counsel Authorized Agents is fully responsible for the accuracy of the wiring instructions. Defense Counsel Authorized Agents will have no responsibility for the accuracy of the information other than the obligation to comply with the verification procedures set forth in Section 4.b.i. of this Procedure Agreement. No Procedure Agreement Party will have responsibility for the accuracy of any other Procedure Agreement Party's wiring instructions nor for the money transferred pursuant to those wiring instructions.
- iii. Any Procedure Agreement Party that submits a change to the original Standing Funds Transfer Instructions will notify all Procedure Agreement Parties that it is doing so but will not provide the wiring instructions themselves to the other Procedure Agreement Parties.

5. Disbursements:

- a. An Authorized Agent will notify all Procedure Agreement Parties immediately when that Authorized Agent has provided a Defense Authorized Disbursement

Instruction or a Class Authorized Disbursement Instruction to the Escrow Agent and will provide all Procedure Agreement Parties with a copy of such instruction.

- b. When, pursuant to Section 14 of the Escrow Agreement, the Escrow Agent notifies Representative Class Counsel and the Defense Counsel Authorized Agents that a disbursement has been completed, at least one (1) of the recipients of such notice shall promptly (but in no event more than one (1) business day after receiving such notice) notify all Procedure Agreement Parties of such disbursement and if Representative Class Counsel and the Defense Counsel Authorized Agents discover any errors, delays or other problems and notify the Escrow Agent pursuant to Section 14 of the Escrow Agreement, at least one (1) of such persons shall promptly (but in no event more than one (1) business day after providing such notice) notify all Procedure Agreement Parties.

6. Termination of Settlement. If the Settlement Agreement terminates in accordance with its terms, Representative Class Counsel and the Defense Counsel Authorized Agents shall jointly notify each Procedure Agreement Party at the time they notify the Escrow Agent pursuant to Section 15 of the Escrow Agreement, and the Settlement Funds will be returned to the Contributors pursuant to Section 15 of the Escrow Agreement.

Defense Counsel Authorized Agents. Defendant hereby appoints the following Defense Counsel Authorized Agents to act as the agent for and on behalf of Defendant as provided in this Procedure Agreement: (a) [REDACTED]

and (c) [REDACTED]

8. Limitation of Liability. The Authorized Agents shall act in good faith to carry out the transactions contemplated by this Procedure Agreement. No Authorized Agent shall be liable or responsible in any way for any cost, damage or expense arising out of or based upon such Authorized Agent's performance of his or her duties under this Procedure Agreement. Each Authorized Agent shall be indemnified and held harmless by the Settlement Fund against any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities and expenses (including reasonable legal fees and expenses of attorneys chosen by such Authorized Agent) as and when incurred, arising out of or based upon any act, omission, alleged act or alleged omission by the Authorized Agent, except as a result of such Authorized Agent's bad faith, willful misconduct or gross negligence.

9. Miscellaneous Provisions.

- a. Notices. Notice to the parties hereto shall be in writing and delivered by hand-delivery, electronic mail or overnight courier service (a) at the addresses set forth in Section 20 of the Escrow Agreement for Defendant, Representative Class

Counsel, Settlement Administrator and the Defense Counsel Authorized Agents and (b) at the addresses set forth opposite the signatures of [REDACTED] on the signature page hereto.

- b. Governing Law. This Procedure Agreement shall be governed by the law of the State of California in all respects. The parties hereto submit to the jurisdiction of the Court, in connection with any proceedings commenced regarding this Procedure Agreement, and all parties hereto submit to the jurisdiction of such Court for the determination of all issues in such proceedings, without regard to any principles of conflicts of laws, and irrevocably waive any objection to venue or inconvenient forum.
- c. Third-Party Beneficiaries. The Defense Counsel Authorized Agents are third-party beneficiaries of this Procedure Agreement.
- d. Advice of Counsel. Each Party hereby represents, agrees and warrants to each other Party: (a) that it has had the opportunity to make and execute this Agreement with the advice and counsel of independently selected legal counsel; (b) that it has not relied upon a representation, disclosure or nondisclosure by any other Party not explicitly provided in this Agreement; and (c) that it has not been coerced or induced to enter into this Agreement by any improper action of any other Party.
- e. Non-Waiver. The failure of any of the parties hereto to enforce any provision hereof on any occasion shall not be deemed to be a waiver of any preceding or succeeding breach of such provision or any other provision.
- f. Authority to Execute. Each Procedure Agreement Party represents and warrants that it has authority to execute this Procedure Agreement as its binding and legal obligation and to perform the obligations contemplated by this Procedure Agreement. Each Procedure Agreement Party represents and warrants that the individual(s) signing this Procedure Agreement on its behalf is/are authorized to execute this Procedure Agreement.
- g. Counterparts. This Procedure Agreement may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Procedure Agreement. For the avoidance of doubt, a Person's execution and delivery of this Agreement by electronic signature and electronic transmission, including via DocuSign or other similar method, shall constitute the binding and original execution and delivery of a counterpart of this Agreement by or on behalf of such Person.

***[Remainder of page intentionally left blank.]***

**IN WITNESS WHEREOF**, the parties hereto have executed this Procedure Agreement as of the date first above written.

REPRESENTATIVE CLASS COUNSEL

By: \_\_\_\_\_  
Kathryn A. Stebner, Stebner & Associates

By: \_\_\_\_\_  
Christopher J. Healey, Dentons US LLP

By: \_\_\_\_\_  
Guy B. Wallace, Schneider Wallace Cottrell Konecky, LLP

DEFENDANT/CONTRIBUTOR

AEGIS SENIOR COMMUNITIES LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONTRIBUTORS



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Procedure Agreement as of the date first above written.

REPRESENTATIVE CLASS COUNSEL

By: \_\_\_\_\_  
Kathryn A. Stebner, Stebner & Associates

By: *Ce Healey*  
Christopher J. Healey, Den/ons US LLP

By: \_\_\_\_\_  
Guy B. Wallace, Schneider Wallace Cottrell Konecky, LLP

DEFENDANT/CONTRIBUTOR

AEGIS SENIOR COMMUNITIES LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONTRIBUTORS



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

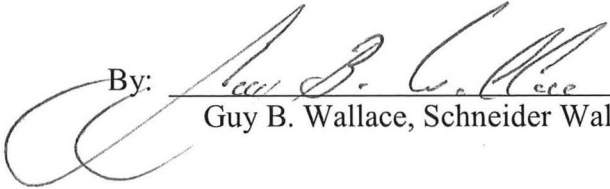
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

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REPRESENTATIVE CLASS COUNSEL

By: \_\_\_\_\_  
Kathryn A. Stebner, Stebner & Associates

By: \_\_\_\_\_  
Christopher J. Healey, Dentons US LLP

By:  \_\_\_\_\_  
Guy B. Wallace, Schneider Wallace Cottrell Konecky, LLP

DEFENDANT/CONTRIBUTOR

AEGIS SENIOR COMMUNITIES LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONTRIBUTORS



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Procedure Agreement as of the date first above written.

REPRESENTATIVE CLASS COUNSEL

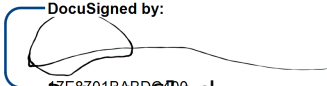
By: \_\_\_\_\_  
Kathryn A. Stebner, Stebner & Associates

By: \_\_\_\_\_  
Christopher J. Healey, Dentons US LLP

By: \_\_\_\_\_  
Guy B. Wallace, Schneider Wallace Cottrell Konecky, LLP

DEFENDANT/CONTRIBUTOR

AEGIS SENIOR COMMUNITIES LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Dwayne C. Park  
Title: Founder, Chairman and CEO

CONTRIBUTORS



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_



**IN WITNESS WHEREOF**, the parties hereto have executed this Procedure Agreement as of the date first above written.

REPRESENTATIVE CLASS COUNSEL

By: \_\_\_\_\_  
Kathryn A. Stebner, Stebner & Associates

By: \_\_\_\_\_  
Christopher J. Healey, Dentons US LLP

By: \_\_\_\_\_  
Guy B. Wallace, Schneider Wallace Cottrell Konecky, LLP

DEFENDANT/CONTRIBUTOR

AEGIS SENIOR COMMUNITIES LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONTRIBUTORS

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[REDACTED]

B : [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

Title: [REDACTED]  
[REDACTED]  
[REDACTED]

SETTLEMENT ADMINISTRATOR

By: \_\_\_\_\_  
Julie Green, CPT Group, Inc.



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_



By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

SETTLEMENT ADMINISTRATOR

By: *Julie Green*  
Julie Green, CPT Group, Inc.

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

June Newirth, by and through her Guardian  
ad Litem, Frederick J. Newirth; and Elizabeth  
Barber, Andrew Bardin, and Thomas Bardin  
as successors-in-interest to the Estate of  
Margaret Pierce; on their own behalves and  
on behalf of others similarly situated,

Plaintiffs,

vs.

Aegis Senior Communities, LLC, dba Aegis  
Living; and Does 1 Through 100,

Defendants.

CASE NO. 4:16-CV-03991-JSW

**AMENDMENT TO THE STIPULATION OF  
SETTLEMENT**

The definitions in the Stipulation of Settlement are hereby incorporated as though fully set forth herein.

Pursuant to Section 13.1 of the Stipulation of Settlement, the Parties through their respective counsel agree to amend Sections 1.34, 5.1.1, 5.1.4, 7.6, 7.6.1, 7.6.2, and 7.6.3 of the Stipulation of Settlement as set forth below.

1.34 “Settlement Class”, as defined for the purpose of this Settlement Agreement only, shall consist of the following subclasses:

(a) All persons who resided at one of the Aegis Living branded California assisted living facilities at any time between April 12, 2012, through and including October 30, 2020 (the “California Class Period”) that were owned or managed by Defendant or in which Defendant was identified as a licensee by California’s Department of Social Services, including without limitation the following communities: Aegis Gardens (Fremont), Aegis of Aptos, Aegis of Carmichael, Aegis of Corte Madera, Aegis of Dana Point, Aegis of Fremont, Aegis of Granada Hills, Aegis of Laguna Niguel, Aegis of Moraga, Aegis of Napa, Aegis of Pleasant Hill, Aegis of San Francisco, Aegis of San Rafael<sup>1</sup>, Aegis of Shadowridge (Oceanside), and Aegis of Ventura (“California Subclass”); and

(b) All persons who resided at one of the Aegis Living branded Washington assisted living facilities at any time between March 8, 2014, through and including October 30, 2020 (the “Washington Class Period”) that were owned or managed by Defendant or in which Defendant was identified as a licensee by Washington’s Department of Social and Health Services, including without limitation the following communities: Aegis Gardens (Newcastle), Aegis Lodge (Kirkland), Aegis of Bellevue, Callahan House (Shoreline), Aegis of Issaquah, Aegis of Kent, Aegis of Kirkland, Aegis of Lynnwood, Aegis of Madison (Seattle), Aegis of Marymoor (Redmond), Aegis of Mercer Island, Queen Anne on Galer, Queen Anne Rodgers Park, Aegis of Ravenna (Seattle), Aegis of Redmond, Aegis of Shoreline, Aegis of West Seattle, Aegis of Bothell, Aegis of Edmonds, and Aegis of Northgate<sup>2</sup> (“Washington Subclass”).

## 5.1 Objections

5.1.1 Any Settlement Class Member who intends to object to the fairness of the Settlement Agreement must do so in writing no later than the Objection Date. The written objection and notice of objection must be filed with the Clerk of the Court by no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector’s name, address, telephone number and, if represented by counsel, of his/her counsel; (c) a statement that the objector resided at or signed a

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<sup>1</sup> The parties acknowledge and agree that, with respect to Aegis of San Rafael, the Settlement Class includes only persons who resided at the Aegis of San Rafael facility between April 12, 2012 through and including March 31, 2016.

<sup>2</sup> The parties acknowledge and agree that, with respect to Aegis of Bothell, Aegis of Edmonds, and Aegis of Northgate, the Settlement Class includes only persons who resided at those facilities between March 8, 2014 through and including September 30, 2015.

contract with Defendant, predecessors, successors, assigns or related entities during the California Class Period or Washington Class Period and (d) the Aegis Living Community at which they resided, or that the objector is the legal successor to such a person; (e) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (f) a clear and concise statement of the objection to the Settlement and this Settlement Agreement, including all factual and/or legal grounds supporting the objection; (g) copies of any papers, briefs, or other documents upon which the objection is based; and (h) the objector's signature under penalty of perjury.

5.1.4 The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a copy of all written objections, if it receives any, on a rolling basis upon receipt and a final list of all written objections within five (5) business days after the Opt Out Date. Class Counsel shall file a single packet of all objections with the Court with the Motion for Final Approval.

7.6 The amounts of the Settlement Awards to the California Subclass and Washington Subclass shall be calculated as follows (Where it is stated below that a Settlement Class Member paid Community Fees, that includes when the Settlement Class Member paid Community Fees and when Community Fees were paid on behalf of the Settlement Class Member):

7.6.1 Settlement Class Members who paid a net \$0 to \$499 in Community Fees shall each be entitled to a Settlement Award in the amount of \$50.

7.6.2 Settlement Class Members who paid Community Fees before November 2010 (and thus specific payment amounts are unavailable) shall each be entitled to a Settlement Award calculated as follows. The Settlement Administrator shall calculate the average Community Fee paid by Settlement Class Members in 2011. The Settlement Administrator shall divide the number of Settlement Class Members who paid no Community Fee by the number of Settlement Class Members for whom Community Fee Information is available, resulting in a percentage. The Settlement Administrator shall reduce the average Community Fee paid in 2011 by that percentage. The reduced average Community Fee amount shall be treated as the net Community Fee amount paid by each Settlement Class Member for whom Community Fee Information is unavailable for purposes of the calculation in 7.6.3 below.

7.6.3 Settlement Class Members who paid a net Community Fee of \$500 or more and Settlement Class Members for whom Community Fee Information is unavailable shall each be entitled to a Settlement Award calculated as follows. The Settlement Administrator shall first calculate a Settlement Payment Percentage ("SPP") by dividing the Net Settlement Fund (less the amounts allocated for the Settlement Class Members who paid \$0 to 499 in Community Fees per section 7.6.1 above) by the total amount of net Community Fees paid by all Settlement Class Members including Settlement Class Members for whom Community Fee Information is unavailable. Next, the SPP shall be applied against the net Community Fee paid by each Settlement Class Member and the reduced average net Community Fee assigned to each Settlement Class Member for whom Community Fee Information is unavailable, to derive the Settlement Award amount for each such Settlement Class Member.

DATED: March 22, 2021

By: \_\_\_\_\_

  
Kathryn Stebner  
STEBNER & ASSOCIATES

Attorney for Plaintiffs

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Jeffrey S. Ranen  
Soojin Kang  
LEWIS BRISBOIS BISGAARD & SMITH LLP

Attorney for Defendant Aegis Senior Communities,  
LLC, dba Aegis Living

DATED: \_\_\_\_\_

By: \_\_\_\_\_

Kathryn Stebner  
STEBNER & ASSOCIATES

Attorney for Plaintiffs

DATED: 3/23/21

By:  \_\_\_\_\_

Jeffrey S. Ranen  
Soojin Kang  
LEWIS BRISBOIS BISGAARD & SMITH LLP

Attorney for Defendant Aegis Senior Communities,  
LLC, dba Aegis Living



# **EXHIBIT B**

1 Christopher J. Healey, State Bar No. 105798  
2 **DENTONS US LLP**  
3 4655 Executive Drive, Suite 700  
4 San Diego, CA 92121  
5 Tel: (619) 236-1414  
6 Fax: (619) 232-8311

7 Kathryn A. Stebner, State Bar No. 121088  
8 George Kawamoto, State Bar No. 280358  
9 Brian S. Umpierre, State Bar No. 236399  
10 **STEBNER AND ASSOCIATES**  
11 870 Market Street, Suite 1212  
12 San Francisco, CA 94102  
13 Tel: (415) 362-9800  
14 Fax: (415) 362-9801

15 Guy B. Wallace, State Bar No. 176151  
16 **SCHNEIDER WALLACE**  
17 **COTTRELL KONECKY LLP**  
18 2000 Powell Street, Suite 1400  
19 Emeryville, California 94608  
20 Tel: (415) 421-7100  
21 Fax: (415) 421-7105

22 [Additional counsel listed on signature page]

23 Attorneys for Plaintiff and the Proposed Class

24 **UNITED STATES DISTRICT COURT**  
25 **NORTHERN DISTRICT OF CALIFORNIA**

26 June Newirth, by and through her Guardian  
27 ad Litem, Frederick J. Newirth; Barbara  
28 Feinberg; and Elizabeth Barber, Andrew  
Bardin, and Thomas Bardin as successors-in-  
interest to the Estate of Margaret Pierce; on  
their own behalves and on behalf of others  
similarly situated,

Plaintiffs,

vs.

Aegis Senior Communities, LLC, dba Aegis  
Living; and Does 1 Through 100,

Defendants.

CASE NO. 4:16-cv-03991-JSW

**STIPULATED INJUNCTION AND ORDER**

1 This injunction (“Injunction”) is entered into and shall be enforceable against Aegis Senior  
2 Living Communities LLC (“Aegis”) (“Defendant”), and its agents, subsidiaries and assigns.

3 As referenced herein, the term “Community” and “Communities” means any residential  
4 care facility for the elderly (RCFE) or assisted living facility (ALF) that is owned or operated by  
5 Aegis in California and Washington.

6 This Court has jurisdiction over the Parties and the claims asserted by the Named Plaintiffs  
7 in this action. The following injunction (“Injunction”) shall be entered:

8 **DISCLOSURE REQUIREMENTS**

9 1. Aegis personnel shall refrain from making any oral or written statements to current  
10 or prospective residents (and if applicable, family members or representatives of current or  
11 prospective residents) that state or imply that resident assessments are the only factor used to  
12 determine, set or monitor staffing levels at Aegis communities.

13 2. Aegis shall ensure that all new Residence and Care Agreements at its communities  
14 provided to, made available or entered into after the Effective Date (as defined in the Settlement  
15 Stipulation) contain disclosures substantially in the form as follows: (a) the resident assessments  
16 described in the Residence and Care Agreement, including those conducted at the time of  
17 admission and thereafter during a resident’s stay, are considered by Aegis in determining, setting  
18 and monitoring staffing levels at its communities. Aegis considers the assessments and other  
19 factors to determine, set or monitor staffing levels at Aegis communities; and (b) Aegis does not  
20 guarantee that any resident will receive a specific number of minutes or amount of care on any  
21 given day or time period.

22 3. Aegis shall ensure that its web pages, marketing brochures or other materials, and  
23 any other written statements provided to or made available to the consuming public in California  
24 and Washington after the Effective Date and that discuss resident assessments contain the  
25 following disclosure substantially in this form: “In determining and monitoring staffing levels,  
26 Aegis considers resident assessments and other factors.”

27 4. Not later than the Effective Date, Aegis shall ensure that all Residence and Care  
28 Agreements, web pages, marketing brochures or other materials, and any other written statements

1 to be provided to or made available to the consuming public in California and Washington and  
2 that discuss resident assessments are in compliance with the terms of this Injunction. The  
3 requirements of this paragraph of the Injunction shall apply only to Residence and Care  
4 Agreements, marketing brochures, web pages and any other statements provided to, made  
5 available or entered into with new or prospective residents after the Effective Date, and shall not  
6 require or obligate Aegis to amend or modify Residence and Care Agreements or other documents  
7 or statements provided to, made available or entered into prior to the Effective Date.

8 **STAFFING REQUIREMENTS**

9 5. Not later than the Effective Date, Aegis shall ensure continued compliance with all  
10 applicable regulations, including those related to providing staffing levels sufficient to provide  
11 current residents with the care services set forth in their service plans, including but not limited to:  
12 22 CCR § 87411(a), § 87705(c)(4), WAC 388-78A-2450, WAC 388-78A-2160.

13 6. Without limitation to (and consistent with) the above-stated requirements, Aegis  
14 shall set staffing at its facilities based on Aegis's determination of the staffing hours reasonably  
15 required to perform the assessed care tasks needed by the residents as determined by Aegis's  
16 assessment procedures, the amount of time it takes to accomplish the given tasks, the experience  
17 and/or education of the staff, and the ability of staff to perform various tasks in parallel.

18 **COMPLIANCE REPORTS AND MONITORING**

19 7. Aegis shall implement appropriate internal monitoring procedures to ensure  
20 compliance with all terms of this Injunction. Without limitation, not later than June 1, 2022, Aegis  
21 shall implement a software program to monitor care service delivery to all residents. By that date,  
22 Aegis shall also implement an auditing process for Aegis to investigate and correct deviations  
23 from Aegis care standards.

24 8. On or before thirty (30) calendar days before the Effective Date, Aegis shall  
25 provide to Class Counsel: (a) an exemplar of the staffing compliance report referenced in  
26 paragraph 9 below; and (b) the revised Residence and Care Agreement referenced in paragraph 2  
27 above.

28

1           9.       Six months after the Effective Date occurs, and semi-annually thereafter, Aegis  
2 shall provide Plaintiffs' Counsel with an Injunction Compliance Report verifying compliance with  
3 the requirements herein. The Injunction Compliance Report Addendum, which sets for the  
4 specifics of the Injunction Compliance Report, has been provided to Class Counsel and is  
5 available to Settlement Class Members upon their request. Aegis shall respond to reasonable  
6 inquiries from Plaintiffs' Counsel regarding such reports and meet and confer regarding same.

7           10.      On or before fifteen (15) calendar days after the Effective Date, Aegis shall file  
8 with the Court a sworn declaration that confirms compliance with all terms of this Injunction.

9       **OTHER PROVISIONS**

10          11.     Nothing stated in this Injunction shall relieve Aegis from complying with any other  
11 applicable federal or state law or regulation.

12          12.     The District Court shall retain continuing jurisdiction over all parties and over this  
13 action for purposes of the interpretation and enforcement of the terms of this Injunction. If Aegis  
14 violates the terms of this Injunction, Plaintiffs may seek a Court order extending the Injunction  
15 duration, in addition to any other available remedy; Aegis reserves all rights to challenge and  
16 oppose any such requests. If questions arise concerning Aegis' compliance with any term of this  
17 Injunction, the parties shall engage in reasonable meet and confer efforts before seeking Court  
18 relief.

19          13.     The Injunction shall remain in force and effect for a period of three (3) years  
20 commencing on the Effective Date. Upon the expiration of the three (3) year period, the Injunction  
21 shall terminate and no longer be enforceable.

22               IT IS SO ORDERED, ADJUDGED AND DECREED.

23

24 DATED: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Jeffrey S. White

25

26 US\_Active\115315151\V-1

27

28

# **EXHIBIT C**

1 Kathryn A. Stebner, State Bar No. 121088  
2 **STEBNER AND ASSOCIATES**  
3 870 Market Street, Suite 1212  
4 San Francisco, CA 94102  
5 Tel: (415) 362-9800  
6 Fax: (415) 362-9801

7 Guy B. Wallace, State Bar No. 176151  
8 **SCHNEIDER WALLACE COTTRELL KONECKY LLP**  
9 2000 Powell Street, Suite 1400  
10 Emeryville, CA 94608  
11 Tel: (415) 421-7100  
12 Fax: (415) 421-7105

13 [Additional counsel listed on service list]

14 Attorneys for Plaintiffs and the Settlement Class

15 **UNITED STATES DISTRICT COURT**

16 **NORTHERN DISTRICT OF CALIFORNIA - OAKLAND**

17 Kathi Troy, as Successor-in-Interest to the  
18 Estate of June Newirth; Barbara Feinberg;  
19 Elizabeth Barber, Andrew Bardin, and  
20 Thomas Bardin as successors-in-interest to  
21 the Estate of Margaret Pierce; and Carol  
22 Morrison, by and through her Attorney-in-  
23 Fact Stacy Van Vleck, on their own behalves  
24 and on behalf of others similarly situated,

25 Plaintiffs,

26 vs.

27 Aegis Senior Communities, LLC, dba Aegis  
28 Living; and Does 1 Through 100,

Defendants.

CASE NO. 4:16-cv-03991-JSW

**CLASS ACTION**

**DECLARATION OF KATHRYN STEBNER  
IN SUPPORT OF PLAINTIFFS' MOTION  
FOR ATTORNEYS' FEES, COSTS AND  
SERVICE AWARDS**

---

Date: August 20, 2021  
Time: 9:00 a.m.  
Place: Courtroom 5, 2nd Floor  
Judge: Hon. Jeffrey S. White

1 I, Kathryn Stebner, hereby declare,

2 1. I am an attorney duly licensed to practice before all the courts of the State of  
3 California and am a member in good standing of the State Bar of California. I am the principal of  
4 Stebner and Associates and am counsel of record for Plaintiffs in the two putuative class actions that  
5 have been joined the above captioned matter (the “Action”) and are being resolved through the  
6 instant settlement: *Newirth v. Aegis Senior Communities LLC*, N.D. Cal. Case No 4:16-cv-03991-  
7 JSW (the “California case”) and *Morrison v. Aegis Senior Communities LLC*, Wash. State Case No.  
8 18-2-06326-4 SEA ( the “Washington case”). I am submitting this Declaration in support of  
9 Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards. Unless otherwise indicated, I  
10 have personal knowledge of the facts set forth herein. If called upon to testify, I would do so  
11 competently.

12 2. Attached as Exhibit A to Plaintiffs’ Notice of Lodgment ("NOL") is a true and correct  
13 copy of the Stipulation of Settlement and Amendment to the Settlement Stipulation (collectively  
14 “Settlement Stipulation”) agreed to by the parties in this case.

15 3. Attached as Exhibit B to the NOL is a true and correct copy of the Stipulated  
16 Injunction (“Injunction”) agreed to by the parties in this case.

17 4. Attached as Exhibits C – R to the NOL are true and correct copies of declarations by  
18 Plaintiffs and their counsel submitted in support of Plaintiffs’ Motion for Attorneys’ Fees, Costs, and  
19 Service Awards.

20 **Plaintiffs’ Counsel Experience and Background**

21 5. As detailed in the declarations filed herewith by the Plaintiffs’ Counsel firms,  
22 Plaintiffs’ Counsel have substantial experience in class action litigation and, in particular, consumer  
23 class action cases involving assisted living facilities and skilled nursing facilities. Plaintiffs’ Counsel  
24 are highly regarded members of the bar. We brought a unique blend of expertise and skill, including  
25 specialized knowledge in long-term care facility class actions and complex litigation vital to the  
26 success of this case.

27 6. I have been practicing law since 1985, prosecuting elder abuse cases since 1987, and  
28 practicing solely in the elder abuse area for approximately twenty years. I have been actively



1 involved with California's leading elder advocacy group, California Advocates for Nursing Home  
2 Reform ("CANHR") since 1987, and have sat on the California Bar-sanctioned lawyer referral panel  
3 of CANHR for Elder and Dependent Abuse Civil Protection Act (EADCPA) cases since 2002. I  
4 have tried more than twenty trials and arbitrations. Among other publications, I am the author of two  
5 chapters in the CEB treatise on elder abuse, including financial elder abuse, as well as the book *Elder*  
6 *Law Litigation Strategies: Leading Lawyers on Understanding the Changing Landscape of Elder*  
7 *Law Litigation and Its Effect on Client Needs*. I am a Past-President of the San Francisco Trial  
8 Lawyers' Association (SFTLA), have been on the Board of Governors of the Consumer Attorneys of  
9 California (CAOC) for over ten years and am currently a Vice President. I have lectured on  
10 numerous occasions regarding elder abuse cases, including several lectures on class action law and  
11 the use of Business & Professions Code section 17200 and the CLRA in Elder Abuse actions. I have  
12 also testified on several occasions before the California Assembly and Senate on bills pertaining to  
13 elder abuse and elder rights. Along with others in the Plaintiffs' Counsel group, I have been approved  
14 by California state and federal courts to serve as Class Counsel in numerous other consumer class  
15 actions against assisted living facilities and skilled nursing facilities.

16 7. Plaintiffs' Counsel have been approved by California state and federal courts to serve  
17 as Class Counsel in numerous other consumer class actions against assisted living facilities and  
18 skilled nursing facilities. Along with several co-counsel in this case, I have experience representing  
19 plaintiffs in five other California class action cases against owners of assisted living facilities alleging  
20 violations of the CLRA, fraudulent business practices (pursuant to Business & Professions Code  
21 section 17200), and elder financial abuse, as well as a class action against owners of assisted living  
22 facilities in Washington State. Three of the other California class actions against assisted living  
23 facility operators have settled: *Winans v. Emeritus Corporation* (N.D. Cal., Case No. 3:13-cv-03962-  
24 HSG) was settled in 2015, and had been pending in the U.S. District Court, Northern District of  
25 California; *Carnes v. Atria Senior Living, Inc.* (N.D. Cal., Case No. 3:14-cv-02727-VC) was settled  
26 in 2016, and had been pending in the U.S. District Court, Northern District of California; and *Lollock,*  
27 *et al. v. Oakmont Senior Living, LLC, et al.* (Superior Court of California, County of Alameda, Case  
28 No. RG17875110) was settled in 2020, and had been pending in the Superior Court of California,

1 County of Alameda.

2 8. I have experience in class action matters and have been involved as counsel for the  
3 plaintiffs in the litigation of approximately twenty class action cases. Along with several co-counsel  
4 in this case, I have also represented the plaintiffs in class actions filed against skilled nursing facility  
5 chains alleging system-wide violations of minimum nurse staffing requirements in California. One of  
6 these actions, *Wehlage v. EmpRes Healthcare, Inc., et al.*, Case No. 10-05839 CW, was settled in  
7 2013, and had been pending in the Northern District of California. Another action, *Walsh v. Kindred*  
8 *Healthcare, et al.*, Case No. 11-00050 JSW, was settled in 2013, and had been pending in the  
9 Northern District of California. Six other cases, *Valentine v. Thekke Health Services, Inc.*, No. RG-  
10 10546266 in Alameda County Superior Court in front of the Hon. Robert Freedman; *Montreuil v. The*  
11 *Ensign Group, Inc.*, No. BC449162 in Los Angeles County Superior Court; *Hernandez v. Golden*  
12 *Gate Equity Holdings, LLC*, No. CGC-10-505288 in San Francisco County Superior Court; *Shuts v.*  
13 *Covenant Holdco LLC*, No. RG 10551807 in Alameda County Superior Court in front of the Hon.  
14 Wynne Carvill; *Dalao v. LifeHouse Holdings, LLC*, No. RG12660602 in Alameda County Superior  
15 Court in front of the Hon. Wynne Carvill; *Correa v. SnF Management Company, LLC*, No. RG-  
16 13664498 in Alameda County Superior Court in front of the Hon. Wynne Carvill; *Regina v. Hycare,*  
17 *Inc.* No. RG-12647573 in Alameda County Superior Court originally in front of the Hon. Wynne  
18 Carvill and later in front of the Hon. George Hernandez, Jr., have also now settled.

19 9. On the appellate level, Plaintiffs' Counsel have been at the forefront on nurse  
20 understaffing and related issues in skilled nursing facilities, including several reported decisions in  
21 nurse staffing class actions. (See e.g., *Conservatorship of Gregory* (2000) 80 Cal. App. 4th 514;  
22 *Fitzhugh v. Granada Healthcare LLC* (2007) 150 Cal. App. 4th 469; *Shuts v. Covenant Holdco LLC*  
23 (2012) 208 Cal.App.4th 609; *Walsh v. Kindred Healthcare* (N.D. Cal 2011) 798 F. Supp. 2d 1073;  
24 *Wehlage v. EmPres Healthcare, Inc.* (N.D. Cal 2011) 791 F. Supp. 2d 77.)

25 10. Attached hereto as Exhibit 1 is a true and correct copy of my curriculum vitae.

26 11. Sarah Colby is a seasoned attorney with over twenty-three years of experience and is  
27 currently of counsel to Stebner & Associates. She worked on numerous class action lawsuits,  
28 including this and the other assisted living class cases, as well as the class actions our firm brought

1 against skilled nursing facility chains alleging understaffing. Prior to working at Stebner &  
2 Associates, she has also worked on numerous class actions against educational institutions alleging  
3 failure to provide equal access under the Americans with Disabilities Act. Sarah Colby's practice at  
4 Stebner & Associates was devoted almost entirely to the litigation of class action and complex  
5 actions. Thus, any time which she spent on one class action case, such as the instant action, took  
6 away from time she could be spending on our other actions.

7 12. Attached hereto as Exhibit 2 is a true and correct copy of the curriculum vitae of Sarah  
8 Colby.

9 13. Brian Umpierre, an associate at Stebner & Associates, is a seasoned attorney with over  
10 sixteen years of experience. He has worked on numerous class action lawsuits, including extensive  
11 work on the class actions our firm brought against long term care facilities. He has also worked on  
12 numerous other class actions for over sixteen years. Mr. Umpierre's practice at Stebner & Associates  
13 is devoted almost entirely to the litigation of class action and complex actions. Thus, any time which  
14 he spends on one class action case, such as the instant action, takes away from time he could be  
15 spending on our other actions. We currently have several other class actions and other complex  
16 litigation actions against assisted living facility companies in California.

17 14. Attached hereto as Exhibit 3 is a true and correct copy of the curriculum vitae of Brian  
18 Umpierre.

19 15. Kelly Knapp is a seasoned attorney with over thirteen years of experience and was an  
20 associate attorney at Stebner and Associates until March 2018. She worked on numerous class action  
21 lawsuits, including extensive work on the class actions our firm brought against long term care  
22 facilities. Prior to her employment at Stebner and Associates, Ms. Knapp also worked on numerous  
23 other complex actions pertaining to prison rights reforms. Ms. Knapp's practice at Stebner &  
24 Associates was devoted almost entirely to the litigation of class action and complex actions. Thus,  
25 any time which she spent on one class action case, such as the instant action, took away from time  
26 she could have spent on our other actions. During her employment with Stebner and Associates and  
27 the pendency of this case, we had several class actions and other complex litigation actions against  
28 assisted living facility companies in California.

1 16. Attached hereto as Exhibit 4 is a true and correct copy of the curriculum vitae of Kelly  
2 Knapp.

3 17. Karman Guadagni, a partner at Stebner & Associates, is a seasoned attorney with over  
4 eleven years of experience. She has worked on numerous physical and financial elder abuse lawsuits,  
5 including extensive work on the individual lawsuits our firm has brought against assisted living  
6 facility chains and skilled nursing facility chains. She has also lectured and authored articles  
7 regarding elder abuse litigation. Ms. Guadagni's practice at Stebner & Associates includes the  
8 litigation of individual cases against long term care facilities. Thus, any time which she spends on a  
9 class action case, such as the instant action, takes away from time she could be spending on our other  
10 actions.

11 18. Attached hereto as Exhibit 5 is a true and correct copy of the curriculum vitae of  
12 Karman Guadagni.

13 19. George Kawamoto, a senior associate attorney at Stebner & Associates, is a seasoned  
14 attorney with over nine years of experience. He has worked on numerous individual as well as class  
15 and complex physical and financial elder abuse lawsuits, including extensive work on the individual  
16 lawsuits and class actions our firm has brought against assisted living facility chains and skilled  
17 nursing facility chains. He has also lectured and authored articles regarding elder abuse litigation.  
18 Prior to becoming an attorney, Mr. Kawamoto worked for one year as a law clerk at Stebner &  
19 Associates. Mr. Kawamoto's practice at Stebner & Associates includes the litigation of class action  
20 and complex actions, as well as individual cases, against long term care facilities. Thus, any time  
21 which he spends on a class action case, such as the instant action, takes away from time he could be  
22 spending on our other actions. Mr. Kawamoto has spent approximately 50% of his time on class  
23 action cases.

24 20. Attached hereto as Exhibit 6 is a true and correct copy of the curriculum vitae of  
25 George Kawamoto.

26 21. Deena Zacharin, an associate attorney at Stebner & Associates, is a seasoned attorney  
27 with nearly thirty-two years of experience. She has worked on numerous physical and financial elder  
28 abuse lawsuits, including extensive work on the individual lawsuits our firm has brought against

1 assisted living facility chains, skilled nursing facility chains, and financial institutions. She has also  
2 authored articles regarding elder abuse litigation. Ms. Zacharin’s practice at Stebner & Associates  
3 includes the litigation of individual financial elder abuse cases against long term care facilities and  
4 financial institutions. Thus, any time which she spends on a class action case, such as the instant  
5 action, takes away from time she could be spending on our other actions.

6 22. Attached hereto as Exhibit 7 is a true and correct copy of the curriculum vitae of  
7 Deena Zacharin.

8 **Case Proceedings**

9 23. The crux of Plaintiffs’ cases in California and Washington is that Defendant allegedly  
10 misled residents, family members, and the general public to believe that resident assessments would  
11 be used to determine staffing at Aegis’ facilities. Plaintiffs allege that facility staffing is not  
12 determined by resident assessments but instead is based primarily on labor budgets and pre-  
13 determined profit objectives. The lead claim for monetary relief in the lawsuit has been the recovery  
14 of the approximately \$54 million in Community Fees paid by Defendant’s residents in California and  
15 Washington. Under Plaintiffs’ case theory, the Community Fees would not have been paid had  
16 residents known the “true” facts that resident assessments are not used to set facility staffing. Unlike  
17 other charges—such as care fees as to which residents arguably received some value for services  
18 rendered—the Community Fees arguably are the least likely to be affected by Defendant’s offset and  
19 related defenses.

20 24. On April 12, 2016, the California Named Plaintiffs June Newirth, by and through her  
21 successor-in-interest, Kathi Troy; and Elizabeth Barber, Andrew Bardin, and Thomas Bardin as  
22 successors-in-interest to the Estate of Margaret Pierce, on behalf of themselves and all others  
23 similarly situated (together, “California Named Plaintiffs”) filed this action against Defendant. Filed  
24 as a putative class action, the lawsuit sought relief on behalf the California Named Plaintiffs and all  
25 persons who resided in any of Defendant's California assisted living facilities since April 12, 2012.  
26 The California Named Plaintiffs asserted claims for damages and other relief under California’s  
27 Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* (“CLRA”), California's unfair  
28 competition statute, Bus. & Prof. Code §§ 17200 *et seq.* (“UCL”) and the Financial Elder Abuse

1 statute, Cal. W&I Code § 15610.30 (collectively, the “California Claims”).

2 25. On March 8, 2018, Plaintiffs filed a putative class action complaint against Defendant  
3 in the Superior Court of Washington, County of King. On October 15, 2018, the Washington Named  
4 Plaintiff Carol M. Morrison by Stacy A. Van Vleck as Attorney-in-Fact on behalf of herself and all  
5 others similarly situated (“Washington Named Plaintiff”) filed a First Amended Complaint captioned  
6 *Carol M. Morrison, et al. v. Aegis Senior Communities, LLC, dba Aegis Living*, case no. 18-2-06326-  
7 4-SEA (“Washington Action”), for claims arising under Washington’s Consumer Protection Act  
8 (“CPA”, RCW 19.86.020) and Financial Exploitation of Vulnerable Adults Statute (RCW 74.34.020,  
9 74.34.200) (collectively, the “Washington Claims”). The Washington Action sought relief on behalf  
10 the Washington Named Plaintiff and all persons who resided in any of Defendant's Washington  
11 assisted living facilities since March 8, 2014.

12 26. The California Action and Washington Action have been vigorously litigated from  
13 inception. In the California Action, following Plaintiffs’ amendment to the initial complaint, Defendant  
14 removed to Federal Court on July 14, 2016. On July 21, 2016, Defendant filed a Motion to Compel  
15 Arbitration and Dismiss Class Claims and a Motion to Dismiss the First Amended Class Action  
16 Complaint. On August 24, 2016, the California Named Plaintiffs filed a Second Amended  
17 Complaint. On September 21, 2016, Defendant filed a Motion to Dismiss the Second Amended  
18 Class Action Complaint. On May 18, 2017, the District Court denied Defendant’s Motion to Dismiss  
19 the Second Amended Class Action Complaint. On July 28, 2017, Defendant renewed its Motion to  
20 Compel Arbitration and Dismiss Class Claims. On September 29, 2017, the District Court denied  
21 Defendant’s renewed Motion to Compel Arbitration and Dismiss Class Claims. On October 27,  
22 2017, Defendant filed a Notice of Appeal and Motion to Stay Pending Appeal. On November 21,  
23 2017, the District Court denied Defendant’s Motion to Stay Pending Appeal. On July 24, 2019, the  
24 United States Court of Appeals for the Ninth Circuit affirmed the District Court’s order denying  
25 Defendant’s Motion to Compel Arbitration. On September 10, 2019, Defendant answered the  
26 Second Amended Complaint, wherein Defendant expressly denied the allegations and claims alleged  
27 in the Second Amended Complaint. On October 4, 2019, Defendant filed a Motion to Strike Class  
28 Definition or to Deny Class Certification in the alternative. On October 18, 2019, Defendant filed a

1 Motion for Summary Judgment. On October 21, 2019, the California Named Plaintiffs filed a  
2 Motion for Class Certification. The District Court subsequently granted the stipulated requests by the  
3 California Named Plaintiffs and Defendant (together, “California Parties”) to continue the hearings  
4 on the Motion for Class Certification and Motion for Summary Judgment. When the California  
5 Parties notified the District Court about this settlement on July 23, 2020, the District Court denied,  
6 without prejudice, the Motion for Class Certification, Motion for Summary Judgment, Motion to  
7 Strike the Class Definition or Deny Class Certification, subject to renewal if this settlement is not  
8 consummated.

9         27. In the Washington Action, following Plaintiff’s amendment to the initial complaint,  
10 Defendant filed a motion to deny class certification on October 17, 2019. Plaintiff’s opposition to the  
11 motion to deny class certification entailed twenty-seven pages of briefing and approximately 210  
12 pages of record evidence. On May 1, 2020, the Washington state court (Hon. Marshall Ferguson)  
13 denied Defendant’s motion. On October 25, 2019, Defendant answered the First Amended  
14 Complaint, wherein Defendant expressly denied the allegations and claims alleged.

15         28. On May 4, 2021, this District Court granted the parties’ stipulated motion to permit  
16 the joinder of the California and Washington Actions and the filing of the Third Amended Complaint,  
17 to effectuate the global settlement of the two actions. Accordingly, on May 5, 2021, Plaintiffs filed  
18 their Third Amended Complain.

19                 **Investigation and Discovery**

20         29. Prior to reaching a settlement, Plaintiffs engaged in substantial investigation and  
21 discovery. In the California Action, those efforts included extensive review of public documents  
22 prior to the filing of the lawsuit, written and deposition discovery, including written discovery  
23 responses exchanged between the parties, Defendant’s production of approximately 132,483 pages of  
24 documents, including approximately 621 Excel files, and the depositions of eleven witnesses,  
25 including Defendant’s executive-level and facility-level personnel, and designated Persons Most  
26 Knowledgeable, the Plaintiffs’ experts, and two witnesses with knowledge about the claims of the  
27 California Named Plaintiffs; as well as data intensive discovery resulting in the production of  
28 electronic employee payroll data as well as meet and confer efforts among Defendant and its resident

1 assessment software vendor to obtain Defendant’s electronic resident assessment data.

2 30. In the Washington Action, those efforts included extensive review of public  
3 documents prior to the filing of the lawsuit, extensive written and deposition discovery, including  
4 written discovery responses exchanged between the parties, Defendant’s production of approximately  
5 82,063 pages of documents, including 3,667 Excel and native files, and the depositions of three  
6 witnesses, including the Class Representative in this action; as well as data intensive discovery  
7 resulting on the production of electronic employee payroll data and resident assessment data.

8 31. The electronic payroll and assessment data was used by Plaintiffs’ staffing experts to  
9 undertake a “shortfall” analysis regarding sample facilities in California and Washington.

10 32. In addition, Plaintiffs in both actions engaged in extensive meet and confer efforts and  
11 motion practice to obtain Defendant’s production of documents and responses to interrogatory  
12 discovery; participation in discovery hearings before magistrate judges to compel Defendant’s  
13 production of certain documents.

14 **Settlement Negotiations**

15 33. The global settlement agreement for the California and Washington Actions was  
16 reached as a result of extensive arm’s length negotiations through parties’ counsel. This included a  
17 full-day mediation of the California Action on May 29, 2018 before the Honorable Ronald Sabraw  
18 (ret.) of JAMS in San Jose, California; a second full-day mediation of the California Action on  
19 October 2, 2018 before the Honorable Ronald Sabraw (ret.) of JAMS in San Jose, California; a full-  
20 day joint mediation of the California Action and Washington Action on October 22, 2019 before the  
21 Honorable Bruce Hilyer (ret.) of Hilyer Dispute Resolution in Seattle, Washington; and a full-day  
22 joint mediation of the California Action and Washington Action on March 24, 2020 before the  
23 Honorable Rebecca Westerfield (ret.) of JAMS in San Francisco, California. Although the case did  
24 not resolve at the mediation session with Judge Westerfield, the parties continued settlement efforts,  
25 which led to this settlement. The negotiations were contentious and hard-fought, with several  
26 instances where it appeared that the parties would not reach agreement.

27 //

28 //



1           **Settlement Terms**

2           The Settlement Fund

3           34. Defendant has agreed to pay \$16.25 million to resolve all monetary obligations owed  
4 under the settlement. In addition to the Settlement Awards paid to Settlement Class Members, the  
5 Fund will be used to pay notice/administration costs (not to exceed \$105,000), service awards of  
6 \$15,000 to each Named Plaintiff (totaling \$75,000), reimbursement of litigation expenses not to  
7 exceed \$1.3 million, and Plaintiffs' attorneys' fees in the amount approved by the Court but not  
8 exceed \$6.35 million. Factoring in a reserve of \$25,000 to cover late claims, the estimated amount  
9 available to fund payments to class members is roughly \$8.395 million.

10           35. Significantly, there will be no reversion of any portion of the Settlement Fund to  
11 Defendant. Rather, unused reserve funds as well as uncashed or returned checks will be used to fund  
12 a second round of Settlement Awards to identified class members. Alternatively, if the remaining  
13 amounts make a second distribution economically impractical, the balance will be distributed to a *cy*  
14 *pres* recipient, nominated by Plaintiffs' Counsel and approved by the Court. The proposed *cy pres*  
15 recipient is Groceries for Seniors, a non-profit based in San Francisco providing free food to poor,  
16 elderly people. The parties and their counsel do not have any relationship with the proposed *cy pres*  
17 recipient.

18           Settlement Payments to Class Members

19           36. The Agreement provides for cash payments to Settlement Class Members (or if  
20 deceased, their legal successors) on a direct distribution basis, with no claim form requirement. The  
21 parties estimate the Settlement Class consists of approximately 10,069 current and former residents.  
22 The Settlement Administrator proposed by the parties (CPT Group, Inc.) will mail settlement checks  
23 to each Settlement Class Member for whom a valid address has been provided by Defendant (or  
24 located through the address update procedures).

25           37. For Settlement Class Members who paid a net Community Fee of \$500 or more, the  
26 projected average settlement payment is approximately \$950 in California, and \$1,550 in Washington.  
27 For Settlement Class Members who paid a net Community Fee of \$499 or less, the Settlement Award  
28 will be \$50. For Settlement Class Members who paid Community Fees before November 2010 (and

1 thus specific payment amounts are unavailable), the Settlement Award is calculated pursuant to  
2 formula. (See SS, ¶7.2 and Amendment to SS, ¶7.6)

3 38. The projected average Settlement Awards in California and Washington compare  
4 favorably with the likely recovery if the cases were tried. The lead claim for monetary relief in the  
5 lawsuit has been the recovery of the approximately \$54 million in Community Fees paid by residents  
6 in California and Washington. Under Plaintiffs' case theory, the Community Fees would not have  
7 been paid had residents known the "true" facts that resident assessments are not used to set facility  
8 staffing. Unlike other charges—such as care fees as to which residents arguably received some value  
9 for services rendered—the Community Fees arguably are the least likely to be affected by  
10 Defendant's offset and related defenses. Defendant's records indicate the total amount of Community  
11 Fees paid by Settlement Class Members was approximately \$54 million. As discussed above,  
12 Defendant has agreed to pay a settlement fund of \$16.25 million, of which roughly \$8.395 will be  
13 available for distribution to class members. Based on the proposed apportionment between the  
14 California and Washington Subclasses based on the respective percentage of the amount of total  
15 Community Fees paid, that translates to an estimated average Settlement Payment Percentage of  
16 approximately 13.9% of the average Community Fees paid by the California Subclass, and  
17 approximately 15.3% of the average Community Fees paid by the Washington Subclass. Further, the  
18 actual settlement awards will likely exceed the projected averages. To be sure, the Settlement  
19 Administrator is tasked with making all reasonable efforts to locate and pay all Settlement Class  
20 Members (or their legal successors). Still, the practical reality is that some Class Members will not be  
21 located or not have successors. As such, some funds will go undistributed. If so, under the Agreement,  
22 the Administrator will use those funds to increase the payment amounts for the Class Members who  
23 have been located. (See SS ¶ 7.9.)

#### 24 Stipulated Injunction

25 39. The Stipulation of Settlement also includes substantial non-monetary relief in the form  
26 of the Stipulated Injunction, which subject to Court approval, will commence on the Effective Date  
27 and remain in place for three years from that date. The terms of the Injunction address the alleged  
28 failures to provide sufficient staffing at Defendant's facilities and the crux of this case. Among other

1 terms, the Injunction has the following Disclosure Requirements and Staffing Requirements  
2 pertaining to any assisted living facility owned or operated by Aegis in California and Washington.

3 Disclosure Requirements Under the Stipulated Injunction

- 4
- 5 a. Aegis personnel shall refrain from making any oral or written statements to current or  
6 prospective residents (and if applicable, family members or representatives of current  
7 or prospective residents) that state or imply that resident assessments are the only  
8 factor used to determine, set or monitor staffing levels at Aegis communities.
- 9 b. Aegis shall ensure that all new Residence and Care Agreements at its communities  
10 provided to, made available or entered into after the Effective Date (as defined in the  
11 Settlement Stipulation) contain disclosures substantially in the form as follows: (a) the  
12 resident assessments described in the Residence and Care Agreement, including those  
13 conducted at the time of admission and thereafter during a resident's stay, are  
14 considered by Aegis in determining, setting and monitoring staffing levels at its  
15 communities. Aegis considers the assessments and other factors to determine, set or  
16 monitor staffing levels at Aegis communities; and (b) Aegis does not guarantee that  
17 any resident will receive a specific number of minutes or amount of care on any given  
18 day or time period.
- 19 c. Aegis shall ensure that its web pages, marketing brochures or other materials, and any  
20 other written statements provided to or made available to the consuming public in  
21 California and Washington after the Effective Date and that discuss resident  
22 assessments contain the following disclosure substantially in this form: "In  
23 determining and monitoring staffing levels, Aegis considers resident assessments and  
24 other factors."
- 25 d. Not later than the Effective Date, Aegis shall ensure that all Residence and Care  
26 Agreements, web pages, marketing brochures or other materials, and any other written  
27 statements to be provided to or made available to the consuming public in California  
28 and Washington and that discuss resident assessments are in compliance with the  
terms of this Injunction. The requirements of this paragraph of the Injunction shall  
apply only to Residence and Care Agreements, marketing brochures, web pages and  
any other statements provided to, made available or entered into with new or  
prospective residents after the Effective Date, and shall not require or obligate Aegis  
to amend or modify Residence and Care Agreements or other documents or statements  
provided to, made available or entered into prior to the Effective Date.

Staffing Requirements Under the Stipulated Injunction

- 25 a. Not later than the Effective Date, Aegis shall ensure continued compliance with all  
26 applicable regulations, including those related to providing staffing levels sufficient to  
27 provide current residents with the care services set forth in their service plans,  
28 including but not limited to: 22 CCR § 87411(a), § 87705(c)(4), WAC 388-78A-2450,  
WAC 388-78A-2160.
- b. Without limitation to (and consistent with) the above-stated requirements, Aegis shall

1 set staffing at its facilities based on Aegis's determination of the staffing hours  
2 reasonably required to perform the assessed care tasks needed by the residents as  
3 determined by Aegis's assessment procedures, the amount of time it takes to  
accomplish the given tasks, the experience and/or education of the staff, and the ability  
of staff to perform various tasks in parallel.

4 Payment of Service Awards, Attorneys' Fees and Litigation Costs

5 40. Subject to Court approval, the Settlement Stipulation provides for Service Awards of  
6 \$15,000 to each of the five Named Plaintiffs, collectively not to exceed \$75,000. As discussed below  
7 and in Named Plaintiffs' respective declarations, the Named Plaintiffs devoted substantial time to the  
8 case prosecution, including with discovery, depositions, and/or settlement negotiations.

9 41. In addition, the Settlement Stipulation allows Plaintiffs' Counsel to file an application  
10 for attorneys' fees not to exceed \$6.35 million and litigation costs not to exceed \$1.3 million.  
11 Counsel anticipate that additional fees and costs will be incurred in connection with the approval  
12 proceedings, settlement administration, injunction compliance monitoring, and related matters. Class  
13 Counsel expect to incur additional fees and costs of approximately \$75,000 to \$100,000 for work  
14 related to monitoring compliance with the three-year Injunction. There is no clear sailing provision  
15 on fees and costs in the Settlement Stipulation. Rather, it simply caps the maximum request that  
16 Plaintiffs can submit. The caps were the product of extensive arms-length negotiations, which  
17 included four formal full-day mediations supervised by experienced neutrals and other discussions  
18 that occurred over several years. Further, if the Court awards less than the amounts requested, there  
19 is no "kicker" to the Defendant; rather, the unawarded amounts simply increase the amount of the Net  
20 Settlement Fund for payment to Settlement Class Members. Under the Settlement Stipulation, any  
21 monies not requested (or not approved) for fees and costs will be added to the Net Settlement Fund  
22 for payment to Settlement Class Members.

23 42. While Plaintiffs believe the claims asserted are proper for class treatment, Defendant's  
24 anticipated challenge to class certification is a litigation risk that must be considered. Among other  
25 arguments, Defendant contends that Plaintiffs' claims necessarily require consideration of the care  
26 services provided (or not) to each resident. According to Defendant, that will trigger individual  
27 issues and thus negate class certification, under cases such as *Walmart* and *Comcast*. Defendant also  
28 contends that written arbitration agreements between Defendant and up to approximately 90% of the

1 class member residents preclude a litigation class in this case. While the Community Fees represent  
2 the most solid damage claim at trial, for settlement purposes, there is no guarantee that the trier of  
3 fact would award the full amount of these fees. As to these fees, and other payments made by  
4 residents (such as rent), Defendant contends Plaintiffs' damage claims are barred (or at least  
5 mitigated by the resident's receipt of care services after move-in. In addition to substantive defenses,  
6 Defendant argues the claims are not suitable for class treatment, given the arguable resident-specific  
7 issues raised. Even if the Court certified a litigation class, Defendant is expected to raise vigorous  
8 trial defenses as to both liability and damages. For example, Defendant argues there is no omission or  
9 misrepresentation concerning staffing levels or the use of assessments in setting or reviewing staffing  
10 levels at their assisted living facilities. Defendant contends resident assessments are considered in  
11 setting or reviewing staffing at its facilities, that their residency agreement does not promise that  
12 facility staffing levels will be based on any particular factor including resident assessments, and that  
13 prospective residents based their decision to enter their facilities on non-staffing factors. While  
14 Plaintiffs disagree with Defendant's arguments, for settlement evaluation purposes, these and other  
15 defense arguments, asserted by skilled and experienced counsel, raise real trial risks.

16 43. Further, implementing the settlement now avoids delay, which is particularly  
17 important given the advanced age and frail condition of many Settlement Class Members. Proceeding  
18 to trial (and the inevitable appeal) could add several years or more to the resolution of this case.  
19 Considered against the risks of continued litigation, and the advanced age of many of the Class  
20 Members, the totality of relief provided under the proposed Settlement Stipulation is more than  
21 adequate and well within the range of reasonableness. Furthermore, the impact of the COVID-19  
22 pandemic cannot be overstated. Under the extraordinary and uncertain circumstances when the  
23 parties reached a putative settlement in July 2020, the West Coast had just come off of the initial  
24 surge in infections with no prospect of a vaccine. Indeed, the first major COVID-19 hotspot was at a  
25 long term care center in a suburb of Seattle, Washington. (*See* "Nearly Two-Thirds of Residents at  
26 Life Care Center in Kirkland, Wash., Had the Coronavirus, and for a Time, Suburban Seattle was the  
27 American Epicenter," *New York Times*, March 21, 2020, *available at*  
28 <https://www.nytimes.com/2020/03/21/us/coronavirus-nursing-home-kirkland-life-care.html>, *last*

1 visited Jun. 6, 2021.) The COVID-19 infection rate was soaring in long term care facilities, posing a  
2 significant threat to the health and safety of class member residents. For example, studies have found  
3 that although less than one percent of the American population lives in long term care facilities, they  
4 have accounted for over a third of US COVID-19 deaths. (See, e.g., “The Long-Term Care COVID  
5 Tracker,” *The COVID Tracking Project*, available at [https://covidtracking.com/nursing-homes-long-](https://covidtracking.com/nursing-homes-long-term-care-facilities)  
6 [term-care-facilities](https://covidtracking.com/nursing-homes-long-term-care-facilities), last visited Jun. 6, 2021.) The pandemic also posed a real and long term threat to  
7 the financial viability of businesses including Aegis. In addition to contemplating Defendant’s bleak  
8 financial picture, there were a slew of bills and executive appeals seeking broad legal immunity  
9 including for the long term care industry. Moreover, as the Court is well aware, the myriad  
10 uncertainties arising from the pandemic also included months-long delays in civil cases, the cessation  
11 of jury trials, and the possibility of courts closing their doors completely in response to the pandemic.

#### 12 **Attorney’s Fees, Litigation Costs, and Service Awards**

13 44. We brought the instant class action based on our concern that Defendant misled  
14 residents, family members, and the general public to believe that resident assessments would be used  
15 to determine staffing at Defendants’ facilities in California and Washington but failed to disclose that  
16 staffing was determined by labor budgets only. I have been litigating cases against this defendant for  
17 many years, saw a pattern, and felt it needed to change. I was the driving force in beginning this suit.

18 45. Class Counsel have been the only counsel to represent class members in this matter  
19 and have borne the entire risk and costs of litigation on a contingency basis for over five years  
20 (California Action was filed in April 2016). Class Counsel’s outlay of time and money in this case  
21 has been significant. Unsettled legal issues also presented risks to the claims in this case. Class  
22 Counsel bore the substantial risk of an uncertain outcome in agreeing to prosecute this class action  
23 case on a contingency fee basis, particularly in complex actions such as class actions, as well as the  
24 difficulties and delay inherent in such litigation. There was the prospect of the enormous cost  
25 inherent in class action litigation, as well as extensive negotiations with corporate defendants who  
26 retained a premier defense firm. Class Counsel risked significant time and expense to ensure the  
27 successful class settlement. When this case was accepted for prosecution, Class Counsel knew of the  
28 risk but also considered the possibility of a risk-related multiplier, as their hourly rates do not include

1 consideration of risk.

2 46. Plaintiffs' Counsel coordinated their efforts to maximize efficiency and avoid  
3 duplication of work to ensure that the case was litigated as effectively and efficiently as possible.  
4 Plaintiffs' Counsel held regular conference calls to discuss developments, strategy and individual  
5 assignments in the current matter. Depending on the issues involved, I or my co-counsel Christopher  
6 Healey led many of these calls, prepared the agendas, and drove the assignments. These calls  
7 facilitated efficient use of each attorney's time, permitted our team to use knowledge and lessons  
8 learned in other cases, gave us an opportunity to assign tasks to specific attorneys and make key  
9 decisions, to craft the top-quality work product necessary to successfully prosecute the case, and to  
10 reduce duplication. We thus consciously assigned work to be done as efficiently and effectively as  
11 possible by the attorneys in accordance with their respective skills, expertise, and availability. Even  
12 before the California and Washington cases were filed, the attorneys who associated together to  
13 prosecute the action met and discussed efficient ways to divide the work and allocate resources to  
14 avoid unnecessary overlap and duplication of efforts, costs and expenses. Before filing the initial  
15 complaints in the California and Washington cases, Plaintiffs' counsel also reviewed court filings,  
16 deposition testimony, and exhibits from other lawsuits against Defendant; state agency files for  
17 Defendant's facilities in California and Washington; and Aegis' website and other marketing  
18 materials. My firm also interviewed former employees, residents, and family members of residents,  
19 and consulted with multiple experts on assisted living facilities. My firm personally met with and  
20 spoke to numerous former employees and the class representative numerous times. While Plaintiffs'  
21 Counsel consistently delegated duties to particular firms, they also marshaled their shared expertise  
22 on projects at key moments in the case. The delegation of tasks and the cooperation around high-  
23 stakes decisions and briefing were always carried out foremost for the benefit of the Class. Without  
24 Class Counsel's efforts, this Class of vulnerable assisted living facility residents would still be  
25 exposed to Defendant's misrepresentations and misleading statements.

26 47. My firm provided legal services that supported the prosecution of the California and  
27 Washington cases. Both lawsuits are based on allegations that Aegis misleadingly failed to disclose  
28 that resident assessments performed by its personnel would not be used to set facility staffing.

1 Significant portions of the work performed in the California action benefitted the prosecution of the  
2 Washington case. For example, Aegis' staffing procedures were generally the same for its California  
3 and Washington facilities. Thus, subject to certain exceptions, Aegis eventually stipulated that much  
4 of the document and deposition discovery obtained in the California case was usable in the  
5 Washington lawsuit. Despite the significant overlap in some aspects of the case prosecutions,  
6 however, discrete legal work was required for some portions of the two cases. For example, as the  
7 lawsuits were brought under different state laws (California and Washington), discrete research and  
8 analysis was required for each jurisdiction. Further, each case involved a different set of witnesses  
9 for plaintiffs, third parties (like family members) and Aegis facility-level employees.

10 48. Multiple Class Counsel firms were also necessary to marshal the financial resources to  
11 litigate the California and Washington Actions, which included litigation expenses for extensive expert  
12 support.

13 49. It is appropriate to apply the same method of calculating fees for the full class, which  
14 includes the two subclasses of California and Washington. The monetary benefits are divided  
15 roughly equally between the two states, based on the net Community Fees amounts collected during  
16 the respective Class Periods. The fees incurred in the Washington Action were lower than in  
17 California, but the Washington subclass received the benefit of substantial work undertaken by  
18 counsel and outside experts in the California Action as discussed above.

19 50. The time spent on this matter by timekeepers at my firm was fully justified and  
20 necessary to the litigation of this action. I, along with my staff, have tried our best to keep  
21 contemporaneous and accurate time records, and the time recorded in this matter is an accurate  
22 depiction of the time and work described. My fees are fully documented by detailed,  
23 contemporaneous and/or recreated time records describing every hour or fraction thereof of time  
24 worked for which compensation is sought. If upon my review of my hours I had notations of e-mails  
25 or other documents which I reviewed or created, but no time entry, I recreated my time, always erring  
26 on the side of the smallest time which the task or document would have required or omitted the time  
27 entry in its entirety. If I had a recollection of spending time working on the matter, but nothing in  
28 writing evidencing the time spent, it was likewise omitted. In addition, for all of the hours worked,



1 including by me, I exercised my discretion to cut hours where I felt that the time was non-  
2 compensable, duplicative, or exceeding what was reasonably necessary in my judgment to  
3 accomplish the task in question. My records do not fully capture all of the time I spent on the case,  
4 which probably exceeds the recorded time by at least 20 percent.

5 51. The rates charged for hours worked by the timekeepers at Stebner and Associates are  
6 squarely in line with the prevailing rates in Northern California (*see* Declaration of Richard M. Pearl,  
7 filed concurrently with Named Plaintiff's Fee Application), are paid by hourly-paying clients of our  
8 firms, and/or have been previously approved by courts in long term care class action cases. Rates  
9 similar or equal to Class Counsel's rates in this case were also previously approved in Federal  
10 District Court by Chief Judge of the Northern District of California Claudia Wilken in *Wehlage v.*  
11 *Evergreen at Arvin LLC*, 2012 U.S. Dist. LEXIS 144152 at \*8 (N.D. Cal. Oct. 4, 2012) ("The billing  
12 rates used by Class Counsel to calculate their lodestar are reasonable and in line with the prevailing  
13 rates in this District for personnel of comparable experience, skill, and reputation"), by U.S. District  
14 Judge Jeffrey S. White in *Walsh v. Kindred Healthcare, et al.*, 2013 U.S. Dist. LEXIS 176319 (N.D.  
15 Cal. Dec. 16, 2013), by U.S. District Judge Haywood Gilliam in *Winans v. Emeritus Corporation*  
16 (N.D. Cal. Jan. 19, 2016, case no. 3:13-cv-03962-HSG, dkt. 133), and by U.S. District Judge Vince  
17 G. Chhabria in *Carnes v. Atria Senior Living* (N.D. Cal. July 12, 2016, case no. 3:14-cv-02727-VC,  
18 dkt. 1153). Rates similar or equal to my office's rates in this case were previously approved in the  
19 Superior Court of California by Judge Stephen Kaus in *Lollock, et al. v. Oakmont Senior Living,*  
20 *LLC, et al.* (Superior Court of California, County of Alameda, Case No. RG17875110); by Judge  
21 George Hernandez in *Smith v. Prema P. Thekkek, et al.*, No. RG15787300, Alameda County Superior  
22 Court; by Judge George Hernandez in *Regina v. Hycare, Inc.*, Case No. RG-12647573, Alameda  
23 County Superior Court; by Judge Wynne Carvill in *Shuts v. Covenant Holdco LLC*, Alameda County  
24 Superior Court, Case No. RG 10551807, *Dalao v. LifeHouse Holdings, LLC* Alameda County  
25 Superior Court, Case No. RG12660602, and *Correa v. SnF Management Company, LLC* Alameda  
26 County Superior Court, Case No. RG-13664498; Judge Robert Freedman in *Valentine v. Thekkek*  
27 *Health Services, Inc., et al.* Alameda County Superior Court, Case No. RG-10546266; by Judge Jane  
28 Johnson in *Montreuil v. The Ensign Group, Inc.* Los Angeles County Superior Court, Case No.

1 BC449162; and by Judge Richard Kramer in *Hernandez v. Golden Gate Equity Holdings, LLC* San  
2 Francisco County Superior Court, Case No. CGC-10-505288.

3 52. As of June 9, 2021, my hours are 960.0 in the California case, 154.0 in the  
4 Washington case, and 1,114.0 hours combined. My billing rate is \$850 per hour. My lodestar is  
5 \$816,000.00 for the California case, \$130,900.00 for the Washington case, and \$946,900.00  
6 combined. As one of the co-lead attorneys in both cases, my firm initially evaluated numerous  
7 publicly available sources to evaluate initial case merit, including court filings, deposition testimony,  
8 and exhibits from other lawsuits against Aegis; meeting with other attorneys who had cases against  
9 Aegis and gathering their documents; meeting with numerous former Aegis employees, residents,  
10 former residents, and their families; collecting information on corporate structure; investigating  
11 software systems with experts and witnesses; producing a discovery plan, reviewing deposition  
12 testimony; organizing and leading the effort to review thousands of pages of documents produced by  
13 Defendant; reviewing relevant case law, reviewing news reports regarding Aegis; drafting and  
14 reviewing the pleadings and motions including the various amended complaints; drafting joint CMC  
15 statements; drafting a significant portion of the motion briefing in the California case pertaining to  
16 Defendant's original and renewed motion to compel arbitration and dismiss class claims, motion to  
17 dismiss the First Amended Complaint, motion to dismiss the second Amended Complaint, motion to  
18 stay pending the appeal, appeal to the Ninth Circuit of the District Court's order denying motion to  
19 compel arbitration, motion to strike the class definition or to deny class certification, motion for  
20 summary judgment; Plaintiffs' motion for class certification in the California case; Defendants'  
21 motion briefing in the Washington case pertaining to Defendant's motion to deny class certification;  
22 reviewing state agency files for Defendants' facilities in California and Washington; reviewing  
23 Aegis's website and other marketing materials; and locating and working with experts. In both the  
24 California and Washington cases, I handled the bulk of numerous and regularly scheduled  
25 communications with opposing counsel and was a lead attorney in all settlement negotiations as I was  
26 the point person for the Plaintiffs' side to communicate with opposing counsel. I participated in the  
27 formal mediation sessions and was lead Class Counsel for settlement efforts outside of the formal  
28 mediations including multiple telephone discussions with opposing counsel, and/or the mediator, as

1 well as mediation briefing and preparation. My associates and I were the main attorneys  
2 communicating with the class representative and helped in preparing the clients for deposition. My  
3 associates and I met with the class representatives in person and had many phone calls with them.  
4 My associates and I also took lead responsibilities for meeting with witnesses in person or by phone  
5 and drafting written discovery requests and responses. My associates and I were involved in the  
6 preliminary and ongoing review and analysis of Defendants' documents, motion briefing and almost  
7 all meetings with co-counsel as to strategy. These efforts make up at least ninety percent of my hours  
8 in this matter. Charts of my approximate time allocations for the California case and Washington  
9 case are attached as Exhibit 8 to this declaration.

10 53. My staff spent significant time on this matter and kept contemporaneous records of the  
11 time worked. I closely worked with them on this case and I am familiar with the tasks they worked on  
12 and the time it took to accomplish those tasks.

13 54. I have reviewed the hours for Sarah Colby in this action, and they comport with  
14 my recollection of the time she spent on this case. As of June 9, 2021, Ms. Colby worked a total of  
15 443.5 hours on the California case, 4.2 hours on the Washington case, and 447.7 hours combined.  
16 Her billing rate is \$840 per hour. Ms. Colby's lodestar is \$372,540.00 for the California case,  
17 \$3,528.00 for the Washington case, and \$376,068.00 combined. In the California case, she was  
18 involved in reviewing the California Department of Social Services files for Aegis' California  
19 facilities, drafting the CLRA letter and original Complaint, meeting with the Class Representatives  
20 and other witnesses, preparing for and defending plaintiff depositions, reviewing discovery  
21 responses, legal research, reviewing pleadings and motions, and briefing and oral argument  
22 successfully opposing Defendant's appeal to the Ninth Circuit of the District Court's order denying  
23 motion to compel arbitration. In the Washington case, she was involved in preparing for the Named  
24 Plaintiff's deposition. A chart of Ms. Colby's approximate time allocations in the California case is  
25 attached as Exhibit 8 to this declaration.

26 55. I have reviewed the hours for Brian Umpierre in this action, and they comport with my  
27 recollection of the time he spent on this case. As of June 9, 2021, Mr. Umpierre worked a total of  
28 1,110.0 hours on the California case, 350.7 hours on the Washington case, and 1,460.7 hours

1 combined. His billing rate is \$650 per hour. Mr. Umpierre's lodestar is \$721,500.00 for the  
2 California case, \$227,955.00 for the Washington case, and \$949,455.00 combined. In the California  
3 case, he was involved in evaluating numerous publicly available sources including the California  
4 Department of Social Services files for Aegis' California facilities, meeting with witnesses in person  
5 or by phone, drafting pleadings and CMC Statements, motion and memoranda briefing including the  
6 class certification motion, drafting and reviewing written discovery requests and responses, meeting  
7 and conferring with defense counsel regarding discovery responses and preparing motions to compel  
8 responses, preparing for Defendants' depositions, meeting with the Named Plaintiffs, preparing for  
9 and defending Named Plaintiffs' depositions, interviewing witnesses, contacting defense counsel,  
10 document review, investigation and analysis, legal research, communication with experts including  
11 the staffing analysis, mediation preparation, and participating in meetings with co-counsel as to  
12 strategy. In the Washington case, he was involved in drafting the First Amended Complaint, motion  
13 and memoranda briefing including the opposition to Defendant's motion to deny class certification  
14 motion, drafting and reviewing written discovery requests and responses, meeting and conferring  
15 with defense counsel regarding discovery responses, preparing for and defending Named Plaintiffs'  
16 depositions, interviewing witnesses, contacting defense counsel, document review, investigation and  
17 analysis, legal research, communication with experts including the staffing analysis, mediation  
18 preparation, and participating in meetings with co-counsel as to strategy. Charts of Mr. Umpierre's  
19 approximate time allocations in the California case and Washington case are attached as Exhibit 8 to  
20 this declaration.

21 56. I have reviewed the hours for Kelly Knapp in this action, and they comport with my  
22 recollection of the time she spent on this case. As of June 9, 2021, Ms. Knapp worked a total of 474.0  
23 hours on the California case, 4.5 hours on the Washington case, and 478.5 hours combined. Her  
24 billing rate is \$650 per hour. Ms. Knapp's lodestar is \$308,100.00 for the California case, \$2,925.00  
25 for the Washington case, and \$311,025.00 combined. In the California case, she was involved in  
26 drafting the First and Second Amended Complaints and other pleadings, drafting the Rule 26 Report  
27 and CMC statements, motion and memoranda briefing pertaining to Defendant's original motion to  
28 compel arbitration and dismiss class claims, meeting with witnesses in person or by phone, reviewing

1 the California Department of Social Services files for Aegis' California facilities, drafting and  
2 reviewing written discovery requests and responses, meeting with the class representative,  
3 interviewing witnesses, contacting defense counsel, document review, investigation and analysis,  
4 legal research, drafting the Pioneer-Belair notice, mediation preparation, and participating in  
5 meetings with co-counsel as to strategy. In the Washington case, she was involved in interviewing  
6 witnesses and participating in meetings with co-counsel as to strategy. A chart of Ms. Knapp's  
7 approximate time allocations in the California case is attached as Exhibit 8 to this declaration.

8 57. I have reviewed the hours for George Kawamoto in this action, and they comport with  
9 my recollection of the time he spent on this case. As of June 9, 2021, Mr. Kawamoto worked 467.1  
10 hours on the California case, 60.0 hours on the Washington case, and 527.1 hours combined. His  
11 billing rate as an associate is \$550 per hour. Mr. Kawamoto's lodestar is \$256,905.00 for the  
12 California case, \$33,000.00 for the Washington case, and \$289,905.00 combined. In the California  
13 case, he was involved in evaluating numerous publicly available sources to evaluate initial case merit  
14 including the California Department of Social Services files for Aegis' California facilities, meeting  
15 with witnesses in person or by phone, drafting letters and other correspondence to opposing counsel,  
16 drafting written discovery requests and responses, meeting with the class representative and other  
17 witnesses in person and by telephone, creating agendas and participating in numerous regularly  
18 scheduled phone calls with defense counsel, reviewing documents, mediation preparation, assistance  
19 with the preparation of settlement documents and related motions, and participating in meetings with  
20 co-counsel as to strategy. In the Washington case, he was involved in evaluating numerous publicly  
21 available sources to evaluate initial case merit, drafting the original Complaint, mediation  
22 preparation, assistance with the preparation of settlement documents and related motions, and  
23 participating in meetings with co-counsel as to strategy. A chart of Mr. Kawamoto's approximate  
24 time allocations in the California case is attached as Exhibit 8 to this declaration.

25 58. I have reviewed the hours for Karman Guadagni in this action, and they comport with  
26 my recollection of the time she spent on this case. As of June 9, 2021, Ms. Guadagni worked 15.2  
27 hours on the California case and in the Action in total. Her billing rate as a partner is \$575 per hour.  
28 Ms. Guadagni's lodestar is \$8,740.00 for the California case and in total. In the California case, she

1 was involved in legal research regarding arbitration provisions and meeting with witnesses in person  
2 and by telephone to obtain witness statements.

3 59. I have reviewed the hours for Deena Zacharin in this action, and they comport with  
4 my recollection of the time she spent on this case. As of June 9, 2021, Ms. Zacharin worked 40.1  
5 hours on the California case and in the Action in total. Her billing rate as an associate is \$400 per  
6 hour. Ms. Zacharin's lodestar is \$16,040.00 for the California case and in total. In the California  
7 case, she was involved in evaluating numerous publicly available documents from the Department of  
8 Social Services regarding Aegis' California facilities to assist in the evaluation of initial case merit,  
9 meeting with witnesses in person or by phone, and conducting legal research and reviewing  
10 documents into probate related matters.

11 60. I have reviewed the hours worked by law clerks at my firm in this action, and they  
12 comport with my recollection of the time they spent on this case. As of June 9, 2021, law clerks at  
13 my office worked 14.1 hours on the California case and in the Action in total. Their billing rate as a  
14 law clerks is \$300 per hour. Our law clerks' lodestar is \$4,230.00 for the California case and in total.  
15 In the California case, our law clerks were primarily involved in summarizing documents from the  
16 Department of Social Services regarding Aegis' California facilities.

17 61. As of June 9, 2021, the total hours worked by all timekeepers at my firm on this matter  
18 are 3,524.0 hours on the California case, 573.4 hours on the Washington case, and 4,097.4 hours  
19 combined. Multiplied by our respective billing rates at my firm, the lodestar for my firm on this  
20 matter comes to \$2,504,055.00 for the California case, \$398,308.00 for the Washington case, and  
21 \$2,902,363.00 combined.

22 Chart 1 – Summary of Hours Worked for the California Case

Name	Position	Bar Admission	Rate	Hours	Fees
Kathryn Stebner	Principal Partner	1985	\$850	960.0	\$816,000.00
Sarah Colby	Of Counsel	1997	\$840	443.5	\$372,540.00
Brian Umpierre	Associate	1998	\$650	1,110.0	\$721,500.00
Kelly Knapp	Associate	2007	\$650	474.00	\$308,100.00

Karman Guadagni	Managing Partner	2009	\$575	15.2	\$8,740.00
George Kawamoto	Senior Associate	2011	\$550	467.1	\$256,905.00
Deena Zacharin	Associate	1989	\$400	40.1	\$16,040.00
Law Clerks	Law Clerk	-	\$300	14.1	\$4,230.00
<b>TOTAL</b>				<b>3,524.0</b>	<b>\$2,504,055.00</b>

Chart 2 – Summary of Hours Worked for the Washington Case

Name	Position	Bar Admission	Rate	Hours	Fees
Kathryn Stebner	Principal Partner	1985	\$850	154.0	\$130,900.00
Sarah Colby	Of Counsel	1997	\$840	4.2	\$3,528.00
Brian Umpierre	Associate	1998	\$650	350.7	\$227,955.00
Kelly Knapp	Associate	2007	\$650	4.5	\$2,925.00
George Kawamoto	Senior Associate	2011	\$550	60.0	\$33,000.00
<b>TOTAL</b>				<b>573.4</b>	<b>\$398,308.00</b>

62. As of June 9, 2021, my firm has incurred \$66,104.87 for the California case, \$33,234.10 for the Washington case, and \$99,338.97 combined in necessary out-of-pocket litigation expenses in this matter, in the categories listed below. These litigation expenses were reasonably incurred for the prosecution of this lawsuit.

Chart 3 – Summary of Litigation Expenses

Category	California Case	Washington Case	Total
Expert Witness Costs	\$30,060.00	\$23,611.25	\$53,671.25
Deposition Expenses	\$4,659.67	\$375.00	\$5,034.67
Lexis/Westlaw	\$6,732.31	\$788.82	\$7,521.13
Mediation Fees	\$0.00	\$1,595.30	\$1,595.30
Airfare and Related Costs	\$1,392.42	\$2,209.13	\$3,601.55

Lodging and Related Costs	\$0.00	\$3,848.28	\$3,848.28
Attorney Services	\$11,838.34	\$28.41	\$11,866.75
Court/Filing Fees	\$3,169.14	\$29.20	\$3,198.34
Ground Transportation	\$799.91	\$489.91	\$1,289.82
Litigation Support Costs	\$4,411.83	\$103.92	\$4,515.75
Courier Services	\$464.70	\$154.88	\$619.58
Third Party Copying Costs	\$2,576.55	\$0.00	\$2,576.55
<b>TOTAL</b>	<b>\$66,104.87</b>	<b>\$33,234.10</b>	<b>\$99,338.97</b>

63. Copies of the detailed timesheets and expenses will be made available under seal for the Court's review in camera upon request.

64. Neither I, nor my co-counsel, have received any form of compensation for the hours we have worked on this case for over five years. Working without compensation on complex litigation for over five years has had a financial impact on the economic health of my practice. As the sole principal of a small firm, I have no one to share the burden of such an endeavor, or to help cover overhead expenses until payment for my work is ultimately received. As I am the sole principal attorney in my firm, I must devote much of my time to overseeing my individual elder abuse cases. There are currently six other attorneys at my firm. I could have taken on several more elder abuse matters, but I did not as I knew I would not have the time to monitor them given the time commitment, and possible trial, in the California and Washington cases. At any given time, I had roughly fifteen to twenty other cases pending. I was unable to devote more time to them due to my substantial commitment to this matter. I spent entire days simply working on this matter alone, including four mediation sessions and numerous telephonic meetings with Defense counsel. I am



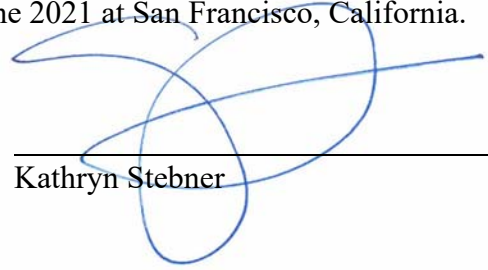
1 certain that I could have earned a significant amount of money in other, additional cases if I had not  
2 been involved in the instant action. This is not stated as a complaint but only for the Court's  
3 consideration in determining an appropriate attorney fee award.

4 65. I have carefully reviewed the terms of the Settlement Stipulation entered into by the  
5 parties to resolve this case. In my view, as a class action elder abuse attorney, the settlement is fair,  
6 reasonable and in the best interests of the class, given the settlement benefits conferred and risks of  
7 further litigation through class certification, trial and a potential appeal.

8 66. The Settlement Stipulation provides for service awards of \$15,000 to each of the five  
9 Named Plaintiffs Kathi Troy, Elizabeth Barber, Andrew Bardin, Thomas Bardin, and Stacy Van  
10 Vleck (totaling \$75,000) subject to Court approval. (SS, ¶ 9.3.) The award is appropriate in light of the  
11 efforts and risks taken by Named Plaintiffs resulting in a substantial settlement on behalf of the Class.  
12 Named Plaintiffs lent their names to this case and thus subjected themselves to public attention.  
13 Named Plaintiffs had various initial hesitations about becoming class representatives. Nonetheless,  
14 they agreed to become class representatives to stand up for vulnerable residents. As detailed in their  
15 respective declarations, Named Plaintiffs each devoted approximately ten to thirty hours or more to  
16 this case to help secure the Settlement Fund to the class members and Injunction. They met in person  
17 with Class Counsel on numerous occasions and communicated extensively via telephone with Class  
18 Counsel throughout the pendency of this lawsuit. They gave significant assistance in providing facts  
19 towards the drafting of the complaints and written discovery responses. Named Plaintiffs Kathi Troy  
20 and Stacy Van Vleck prepared and sat for their depositions. Named Plaintiffs all reviewed  
21 documents related to their admissions to Defendant's facilities, were willing to put forth documents  
22 for public scrutiny and took on the weighty responsibility of representing the Class. All these  
23 activities were time-consuming and emotionally difficult, as they forced them to relive and talk about  
24 the circumstances at Defendants' facilities. Named Plaintiffs made this case possible when many  
25 other potential class representatives refused to step forward and represent the class. They carefully  
26 reviewed the settlement terms and support final approval. Their sacrifices and contributions over five  
27 years helped produce the substantial benefits now offered to the Settlement Class.

28 //

1 I declare under penalty of perjury under the laws of the State of California that the foregoing  
2 is true and correct. Executed on this 11<sup>th</sup> day of June 2021 at San Francisco, California.

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5 Kathryn Stebner  
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# EXHIBIT

1

**Kathryn A. Stebner**  
**STEBNER AND ASSOCIATES**

**Contact Information**

Office:

870 Market Street, Suite 1212  
San Francisco CA 94102  
Tel: 415-362-9800  
Fax: 415-362-9801

**Education**

University of San Francisco School of Law, San Francisco, California, 1985.  
Juris Doctor.

University of Oregon, Eugene, Oregon, 1982.  
Bachelor of Arts, Political Science.

**Licenses**

Currently licensed to practice before the California and Oregon Bars, as well as numerous Federal District Courts.

**Legal Experience**

Stebner and Associates, San Francisco, California.

February 2003-Present

Represent plaintiffs in physical and financial elder abuse cases and other civil litigation including class actions involving both financial elder abuse and nursing home staffing cases.

Lopez, Hodes, Restiano, Milman, Skikos & Polos, San Francisco, California.

May 2000-February 2003

Represented plaintiffs in all aspects of civil litigation with emphasis on elder abuse.

Law Offices of Edward J. Nevin, San Francisco, California.

January 1998-May 2000

Represented plaintiffs in all aspects of civil litigation with emphasis on health care and elder abuse.

Law Offices of Dan Bolton, San Francisco, California.

January 1997-January 1998

Civil litigation representing women with breast implants in individual, class action and multi-district litigation cases.

Williams and Troutwine, Portland, Oregon.

April 1993-December 1996

Civil litigation representing women with breast implants in individual, class action and multi-district litigation cases.

McTernan, Stender & Walsh, San Francisco, California.

June 1990-December 1992

Represented plaintiffs in all aspects of civil litigation with emphasis on elder abuse.

Hoberg, Finger, Brown, Cox & Molligan, San Francisco, California.

November 1986-June 1990

Represented plaintiffs in all aspects of civil litigation, including elder abuse.

Lewis & Lewis, San Francisco, California.

May 1986-November 1986

Represented plaintiffs in all aspects of civil litigation.

Law Offices of Jesus M. Maldonado, Oakland, California.

January 1986-May 1986

General civil litigation for Latin community.

Law Offices of Kathleen Lucas-Wallace, San Francisco, California.

January 1986-May 1986

Engaged in all aspects of employment law litigation with emphasis on sexual harassment.

Public Advocates, San Francisco, California.

January 1985-May 1985

Law clerk-Engaged in all aspects of pre-trial litigation. Major cases involved Title VII, bilingual education and consumer issues, including class action cases.

U.S. Department of Justice, Civil Rights Division, Employment and Voting Sections, Washington, D.C.

September 1984-December 1984

Law clerk-Engaged in all aspects of pre-trial litigation, assisted with compilation of computerized database, interviewed potential witnesses and victims in class action cases. In addition, did pre-clearance work on Section 5 of the Voting Rights Act.

Oregon Department of Justice, Oregon State Attorney General, Trial Division, Salem, Oregon.

June 1984-August 1984

Law clerk.

Paul Cominsky, Attorney at Law, San Francisco, California.

January 1984-April 1984

Law clerk-Criminal defense work.

## **Books**

Stebner, Kathryn and Peter Lomhoff: "Practice and Procedure in Actions Against Residential Care Facilities." Chapter five, California Elder Law Litigation: An Advocate's Guide. Continuing Education of the Bar, 2003 (Updated annually). California.

Stebner, Kathryn and Kirsten Fish: “Litigating Financial Abuse Actions Against Institutions, Agents and Fiduciaries.” Chapter 6A, *California Elder Law Litigation: An Advocate’s Guide*. Continuing Education of the Bar

Stebner, Kathryn and Kirsten Fish. “Inside the Minds- Elder Law Litigation Strategies.” Chapter One, *The Deceptive Complexity of Elder Law Litigation*. West Publishing Co., 2012

## Articles

“Letting elders down: Falls and traumatic brain injuries at long-term care facilities,” Kathryn Stebner and George Kawamoto, *Forum*, July/August 2019.

“Elder Abuse Class Actions: Notes from the Long and Winding Road,” Kathryn Stebner and George Kawamoto, *Orange County Trial Lawyers Association The Gavel*, Summer 2019.

“What’s the point? The use of point systems at Residential Care Facilities for the Elderly” Kathryn Stebner, Brian Umpierre, and Karman Guadagni, *Forum Magazine*, May/June 2019.

"Know the Score", *Trial Magazine*, December, 2017.

“Proving Low Staffing Against Long Term Care Facilities.” Kathryn Stebner and George Kawamoto, *CAALA*, November 2014.

“Drop That Negligence Claim for a Claim of Custodial Neglect.” *The Trial Lawyer*. Spring 2008.

“Elder Neglect Cases in Acute Care Facilities: It’s Not Just a Nursing Home Problem.” *Journal of Consumer Attorneys Associations for Southern California (Advocate)*. February 2008.

“Elder Abuse and Medical Malpractice: Intersection with Parallel Roads?” *Forum*. January/February 2006.

“Pressure Sore Cases in Acute Care Facilities: No Matter What the Defense Tries to Tell You, These Are Elder and Dependent Neglect Cases.” *Forum*. January/February 2006.

“Recent Decisions In Elder Abuse Law: ‘Take Up The Cause.’” *Trial Lawyer*. 2006.

“Pressure Ulcers in Residential Care Facilities for the Elderly – Look at the Regulations.” *California Advocates for Nursing Home Reform*. Winter 2005.

“Elder Abuse: Do You Know It When You See It?” *The Trial Lawyer*. Fall 2003.

“Residential Care Facilities for the Elderly: The New Frontier in Litigation.” *Forum*. June 2002.

“‘Transfer Trauma’ Class Action Filed Against California Nursing Home Operator.” *Nursing Home Litigation Reporter*. August 9, 2002.

“Discovery for the Motion to Amend for Punitive Damages in an Elder Abuse Case.” *Forum*. July/August 2000.

## **Presentations**

- “Traumatic Brain Injury,” May 17, 2019, CAOC/San Joaquin County Trial Lawyers Association, Stockton, CA
- “Rolling with the Punches,” November 17, 2018, CANHR Annual Convention, Monterey, CA
- “Brain Injuries,” November 16, 2018, CAOC Annual Convention, San Francisco, CA.
- “Elder Abuse: Quick Hits from the Masters, Tubbs Fire Cases” March 16, 2018, The Donald L. Galine Sonoma Travel Seminar CAOC, Sonoma, CA
- “Fear of Death and Loss –Ask It Now or Fear the Reaper”, June 23, 2017, CAOC the Donald L. Galine Lake Tahoe Seminar, Lake Tahoe, CA.
- “Litigating Elder Abuse/ Neglect in Assisted Living Facilities”, June 21, 2017, National Webinar
- “Opening Your Own Firm”, March 1, 2017, CAOC Women’s Caucus Brain Trust Speaker, San Francisco, CA
- “Elder Care Facility Abuse –Litigation and Estate Planning for the Protection of Elder Residents in Elder Care Facilities”, December 7, 2016, Chuck Finney’s “Your Legal Rights” Philip & Sala Burton High School, San Francisco, CA
- “The Truth Behind RCFE Point Systems”, November 18, 2016, CANHR Elder Law Conference, Monterey, CA
- “Fall Cases: The Good the Bad and the Ugly”, November 12, 2016, CAOC Convention, San Francisco, CA.
- “Assisted Living Facility Point Systems: What Happens Behind the Scenes”, October 21, 2016, WRC- ALCCA Monterey Conference, Monterey, CA
- “Investigating, Trying, and Winning Elder Abuse Cases (Roundtable re: Discovery, Themes, Trial Strategies and Legal Developments to Help You Fight on Behalf of California’s Seniors”, April 2, 2016, CAOC the Donald L. Galine Travel Seminar, Sonoma, CA
- “CCRCs, SNFs, RCFEs Rights & Remedies” CANHR Elder Law Conference, November 20, 2015, Monterey, California.
- “Civil Attorneys: Your Friends in the Fight Against Elder Financial Abuse,” Institute on Aging: Swindles, Scams and Schemes Conference, January 23, 2015, San Francisco, California.
- “RCFEs and Class Action Lawsuits,” CANHR Elder Law Conference, November 22, 2014, Monterey, California.
- “Elder Abuse: Having the Newest Tools Will Build the Best Case,” Sponsor and Moderator, Consumer Attorneys of California Annual Convention, November 15, 2014, San Francisco, California.
- “Proving a Rape or Molestation Case with Unknown Perpetrator,” Consumer Attorneys of California Annual Convention, November 15, 2014, San Francisco, California.

- “APS and Civil Litigators Working Together,” 5<sup>th</sup> Annual Summit on Elder Financial Exploitation, convened by the NAPSA Elder Financial Exploitation Advisory Board, October 31, 2014, Portland, Oregon.
- “Proving a Rape or Molestation Case with Unknown Perpetrator,” Santa Clara County Trial Lawyers Association, 2014 Belli Seminar, October 10, 2014, San Jose, California.
- “Is It Working,” CANHR Elder Law Conference, November 23, 2013, Monterey, California.
- “Cluster Cases and Staffing to Acuity in CA Skilled Nursing Facilities,” Consumer Attorneys of California Annual Convention, November 16, 2013, San Francisco, California.
- “Elder Neglect Under Kaiser Watchful Eye,” Consumer Attorneys of California Kaiser Seminar, October 15, 2013, San Francisco, California.
- “New Models for Nursing Home Cases,” CANHR Elder Law Conference, November 17, 2012, Monterey, California.
- “Money Not Medicine: Proving Corporate Recklessness,” CAOC 51st Annual Convention, November 10, 2012, San Francisco, CA.
- “Resident Rights Litigation: A Tool for Quality Care” 11/19/11, CANHR Elder Law Conference, Monterey, CA
- “Elder Abuse: Focus on the Corporation,” Consumer Attorneys of California Annual Convention . November 12, 2011, San Francisco, California.
- “Financial Elder Abuse—Class Action and Individual Cases,” San Francisco Trial Lawyers Association, May 24, 2011.
- “Medical School for Lawyers Series: Bedsores and Hospital Infections.” National Seminar Web, March 3, 2011.
- “Ten Tips to Minimize Litigation and the Costs of Litigation, The Plaintiff Attorney’s Perspective,” 2010 Annual Conference Aging Services of California, May 4-5, 2010, Long Beach, California.
- “Kaiser Home Health – Discovery into Common Areas of Neglect,” Consumer Attorneys of California, April 20, 2010, Oakland, California.
- “Financial and Physical Abuse to the Elderly,” Class Action and Individual Cases, San Francisco Trial Lawyers Association, April 13, 2010, San Francisco, California.
- “Potential Strategies in Skilled Nursing Facility Cases,” Consumer Attorneys of California, Live Webinar, December 10, 2009.
- “Legal Nurse Consultant Developing Partnership with Elder Abuse Litigation Team,” American Association Of Legal Nurse consultants, April 24, 2009, Phoenix, Arizona.
- “Direct Examination of an Adverse Witness—Evidence Code section 776,” Consumer Attorneys of



California, March 21, 2009, Tahoe, California.

“Elder Abuse: Plaintiff and Defense Perspectives,” Individual and Class Action Cases, San Francisco Trial Lawyers Association, March 10, 2009, San Francisco, California.

“Gender Bias in the Courtroom,” Consumer Attorneys of California College of Trial Arts and San Joaquin County Trial Lawyers’ association presents Masters Seminar, January 23, 2009, Stockton, California.

“Elder Abuse—Long Term Healthcare Litigation (Plaintiff vs. Defense Perspective-Debate) Consumer Attorneys of California, 47<sup>th</sup> Annual Convention, November 8, 2008.

“Remedies for Financial Abuse” Class Action Cases in Financial Elder Abuse, Continuing Education of the Bar – California, August 14, 2008.

“Mock Trial” – Plaintiff and Defense Day-Long Mock Trial, California Association for Healthcare Quality, June 25, 2008.

“Update on Long-Term Care Litigation,” “Point/Counterpoint: Plaintiff and Defense Perspective,” “Common Ground: Estate Planners and Litigators Working Together” Class Action and Individual cases in Financial Abuse Cases, 12<sup>th</sup> Annual Elder Law Conference, California Advocates for Nursing Home Reform, May 9-10, 2008.

“Assisted Living: Three Different Perspectives.” West Legal Education Center, April 24, 2008.

“Using the Elder Abuse Statute To Its Fullest,” Business and Professions Code section 17200 and Financial Elder Abuse Cases, San Francisco Trial Lawyer – Litigation Practice, April 22, 2008.

“One Stop Shop—Ethics.” Consumer Attorneys of California 46<sup>th</sup> Annual Convention, November 11, 2007, San Francisco, California.

“Medical Malpractice vs. Elder Abuse.” Consumer Attorneys Association of Los Angeles, September 8, 2007, Las Vegas, Nevada.

“Ways of Helping Your Jury Get to Know Decedent.” San Francisco Trial Lawyers Association, June 12, 2007, San Francisco, CA.

“Financial Elder Abuse” Class Action and Individual Cases, California Advocates for Nursing Home Reform Elder Law Conference, May 5, 2007, Berkeley, CA.

“Elder Abuse: Point/Counterpoint with John Supple.” California Regional TLA Conference, June 9, 2006, Santa Barbara, CA.

“The Many Faces of EADACPA.” California Advocates for Nursing Home Reform, May 13, 2006, Los Angeles, CA.

“Using EADACPA in Actions Against Hospitals.” California Advocates for Nursing Home Reform,

May 12, 2006, Manhattan Beach, CA.

“Can The Expert Be Destroyed? Live Prep and Unrehearsed Cross of Real Experts.” San Francisco Trial Lawyers Association, December 13, 2005.

“Long-Term Care Litigation and EADACPA Issues.” California Advocates for Nursing Home Reform, November 19, 2005, San Francisco, CA.

“The Home Brewed Multi Media Trial: Presenting High Tech and Old School Demonstrative Evidence.” San Francisco Trial Lawyers Association, November 15, 2005.

“Who Are These Plaintiff Attorneys and Why Are They Saying These Awful Things About Us?” QCHF Institute 2005 & CAHF August Quarterly Conference, August 15, 2005, San Diego, CA.

“When You Least Expect It-Elder and Dependent Neglect in Hospitals.” California Regional Trial Lawyers Association Conference, MCLE Program, June 3, 2005.

“Elder Abuse in Acute Care;” “Elder Financial Abuse: Relevance, Representation and Remedies;” “Elder Abuse Litigation: Ethical Advocacy.” California Advocates for Nursing Home Reform’s Elder Law Conference, May 5-6, 2005, Monterey, CA.

“Gender and The Law.” San Francisco Trial Lawyers Association, March 7, 2005.

“Elder Abuse: Cases and Controversies;” “Elder Abuse Litigation: Point/Counterpoint-A Panel of Defense and Plaintiff Litigators;” “The Role of Experts in Elder Abuse Litigation;” “Scams, Scandals and Elder Fiduciary Abuse;” “Elder Abuse Litigation: New Directions.” California Advocates for Nursing Home Reform’s Elder Law in 2004 Conference, Pasadena, CA.

“How to Produce a Film of the Incompetent Plaintiff-Let The Jury Get to Know the Plaintiff.” Maximizing the Value of Your Case Through Its Greatest Asset-The Plaintiff-Litigation Practice. San Francisco Trial Lawyers Association, September 7, 2004, San Francisco, CA.

“Defendants Gone Wild! What To Do When Discovery Issues Are Taking Over Your Case (And Your Life).” Roundtable Discussion, San Francisco Trial Lawyers Association, November 18, 2003.

“Representing Elders, Minors and Sexual and Racial Minorities.” San Francisco Trial Lawyers Association, Unique Populations-Special Laws Equals Big Results, September 9, 2003, San Francisco, CA.

“Relevant Code Sections and Causes of Action-Scams, Scandals and Elder Fiduciary Abuse” Class Actions and Individual Cases, California Advocates for Nursing Home Reform’s Elder Law in 2003 Conference, May 2003.

“Remedies for Physical Abuse and Neglect.” Continuing Education of the Bar, Elder Law Litigation, May 10, 2003.

“Current Elder Abuse Law-Physical and Financial” Individual and Class Action cases, California College of Trial Arts/Consumer Attorneys of California’s 42<sup>nd</sup> Annual Convention, April 2003, Monterey, CA.

- “Transfer Trauma-The Perfect Psychological Injury Tort.” San Francisco Trial Lawyer’s Association-Making It Real: Proving Emotional Distress Damages in Personal Injury and Psychological Injury Cases, July 11, 2002, San Francisco, CA.
- “Residential Care Facilities-The New Frontier in Litigation.” Consumer Attorneys of California’s 41<sup>st</sup> Annual Convention, April 2002, San Francisco, CA.
- “Long Term Care and Medi-Cal and Long Term Care Litigation.” California Advocates for Nursing Home Reform’s Fall 2001 Elder Abuse Training-Tap Into the Experience,” December 1, 2001.
- “Turning Damages Into Dollars.” San Francisco Trial Lawyers Association, November 13, 2001, San Francisco, CA.
- “Elder Abuse Litigation: Early Investigation and Discovery;” “Trial Preparation.” California Advocates for Nursing Home Reform’s Long Term Care Elder Law Conference, May 2001, Burlingame, CA.
- “What is Elder Abuse and Why is it Not Med-Mal?” San Francisco Trial Lawyers Association-Elder Abuse Litigation, December 2000, San Francisco, CA.
- “SNF Litigation.” California Advocates for Nursing Home Reform’s Workshop, November 4, 2000, San Francisco, CA.
- “Investigating Elder Abuse.” Alameda County District Attorney’s Office, Consumer Fraud Division, Elder Abuse Unit, October 2000.
- “Elder Abuse Litigation.” California Advocates for Nursing Home Reform’s 4<sup>th</sup> Annual Elder Law Conference, May 2000.
- “Issues and Advocacy.” California Advocates for Nursing Home Reform’s 3<sup>rd</sup> Annual Elder Law Conference, April 30 & May 1, 1999, Berkeley, CA.
- “Elder Abuse & Long Term Litigation Workshop.” California Advocates for Nursing Home Reform, November 14, 1998.
- “Law Practice Management: Elder Abuse Litigation;” “The Outer Limits: Elder Abuse Litigation.” California Advocates for Nursing Home Reform’s First Annual Elder Law Conference: Issues and Advocacy in Long-Term Care, June 1997, Millbrae, CA.

### **Academic Instruction**

- “Elder Abuse.” University of San Francisco School of Law, 2014.
- “Elder Abuse.” University of San Francisco School of Law, 2013.
- “Elder Abuse.” University of San Francisco School of Law, 2012.

“Elder Abuse.” University of San Francisco School of Law, 2011.  
“Elder Abuse.” University of San Francisco School of Law, 2010  
“Elder Abuse.” University of San Francisco School of Law, 2009  
“Elder Abuse.” University of San Francisco School of Law, 2008  
“Elder Abuse.” University of San Francisco School of Law, 2007.  
“Elder Abuse.” University of San Francisco School of Law, 2006.  
“Elder Law Seminar.” New College of California, School of Law, 2006.  
“Elder Abuse.” Golden Gate School of Law, 2005.  
“Elder Abuse.” University of San Francisco, 2004-2005.  
“Elder Abuse.” Golden Gate School of Law, 2002.  
“Trial Advocacy.” Hastings College of the Law, 2002.  
“Toxic Torts.” Willamette University School of Law, 1995.

### **Awards**

“Civil Justice Award,” San Francisco Trial Lawyers, 2019  
“Street Fighter of the Year,” Consumer Attorneys of California, 2014  
“Marvin E. Lewis Award,” Consumer Attorneys of California, 2012  
“Presidential Award of Merit,” Consumer Attorneys of California, November 2011  
“Super Lawyer,” Elder Abuse, 2009, 2010, 2011, 2012, 2013, 2014.  
“Presidential Award of Merit,” Consumer Attorneys of California, November 2008  
“Legal Advocate of the Year,” California Advocates for Nursing Home Reform, 2002.  
Nominated-“Trial Lawyer of the Year,” San Francisco Trial Lawyers Association, 2000.  
“Volunteer of the Year,” Bar Association of San Francisco, 1990.

### **Professional Associations and Memberships**

San Francisco Trial lawyers Association, Past President

Consumer Attorneys of California, Board of Governors, Third Vice President

California Advocates for Nursing Home Reform (CANHR), LRS Board

**Testimony**

Senate Bill 314- Elder and Dependent Adults- Abandonment.

Senate Bill 1065, Appeal process for denial of petitions to compel arbitration in Elder Abuse Cases

Senate Bill 2171, Residential Care Facilities for the Elderly – Bill of Rights.

Senate Bill 2947, California Assembly and Senate, Elder and Dependent Adult Abuse: Waiver of Rights.

Senate Bill 558, Standard of Proof for Physical Elder Abuse.

# EXHIBIT

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## SARAH COLBY

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*Stebner & Associates*  
870 Market Street, Suite 1212  
San Francisco, CA 94102  
[sarah@stebnerassociates.com](mailto:sarah@stebnerassociates.com)

### EDUCATION

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UNIVERSITY OF CALIFORNIA,  
HASTINGS COLLEGE OF THE LAW  
J.D., *magna cum laude*, 1997  
Symposium Editor, Hastings Law Journal, 1996-97

PRINCETON UNIVERSITY  
A.B., Art History, 1990

### LEGAL EMPLOYMENT

---

STEBNER AND ASSOCIATES  
SAN FRANCISCO, CALIFORNIA  
*Of Counsel, January 2019 to present*  
Represent seniors and persons with disabilities in class action litigation against long-term care facilities.

SCHNEIDER WALLACE COTTRELL KONECKY WOTKYNS LLP  
EMERYVILLE, CALIFORNIA  
*Senior Associate, April 2016 to January 2019*  
Class action litigation focusing on disability discrimination, elder abuse, and consumer rights.

STEBNER AND ASSOCIATES  
SAN FRANCISCO, CALIFORNIA  
*Of Counsel, October 2008-March 2016*  
Represented seniors in litigation of elder abuse claims. Focus on class action litigation involving understaffing in assisted living and skilled nursing facilities.

HERSH FAMILY LAW PRACTICE  
SAN FRANCISCO, CALIFORNIA  
*Senior Associate, October 2006-January 2008*  
Managed all aspects of family law cases, including motion practice, discovery, mediation, negotiation, trial work and supervision of junior associates and paralegals.  
*Of Counsel, May 2005-September 2006*  
Drafted motion papers and provided consultation and supervision on discovery, evidence, and other civil litigation matters.

INDEPENDENT CONTRACTOR

*July 2003-March 2005*

Litigation for plaintiffs' firms specializing in employment discrimination, wage-and-hour, products liability, medical malpractice, and disability rights class actions. Drafted manual for the Judicial Council of California on unification of family and juvenile courts in California.

LEGAL SERVICES FOR CHILDREN

SAN FRANCISCO, CALIFORNIA

*Staff Attorney, August 2000 – July 2003*

Represented minors in dependencies, guardianships, emancipations, school discipline hearings, and special education, benefits, and immigration proceedings.

THE LEGAL AID SOCIETY OF SAN FRANCISCO, EMPLOYMENT LAW CENTER

SAN FRANCISCO, CALIFORNIA

*Skadden Fellow, September 1998 – August 2000*

Represented workers and students with disabilities on issues of access, discrimination, accommodations and privacy.

UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA

THE HON. CHARLES A. LEGGE

*Law Clerk, August 1997- August 1998*

Researched legal issues on civil and criminal motions. Drafted bench memos and orders.

INTERNATIONAL EXPERIENCE

---

ASOCIACIÓN CIVIL POR LA IGUALDAD Y LA JUSTICIA

BUENOS AIRES, ARGENTINA

*Project and Development Director, July 2006 – September 2006*

Raised funds and assisted executive director with developing projects for legal non-profit organization committed to justice, transparency and human rights.



# EXHIBIT

3

**BRIAN S. UMPIERRE**  
Stebner and Associates ▪ Associate  
870 Market St., Suite 1212 ▪ San Francisco, CA 94102  
Tel: (415) 362-9800 ▪ fax: (415) 362-9801  
[brian@stebnerassociates.com](mailto:brian@stebnerassociates.com) ▪ [www.stebnerassociates.com](http://www.stebnerassociates.com)  
CA State Bar No. 236399

**PROFESSIONAL EXPERIENCE**

**Stebner and Associates** **San Francisco, CA 94102**  
Attorney: March 2018 – Present

**The Law Office of Brian S. Umpierre, P.C.** **Berkeley, CA 94702**  
Owner: February 2015 – May 2018

**Glancy Prongay & Murray LLP** **Berkeley, CA 94710**  
Attorney: August 2011 – June 2017

**Green Welling, P.C.** **San Francisco, CA 94105**  
Attorney: June 2005 - March 2011  
Law Clerk: February 2004 - June 2005  
Paralegal: October 2002 - February 2004

**EDUCATION**

**Villanova University School of Law** **Villanova, PA 19085**  
Degree: Juris Doctorate, 1998  
Member - Latin American Law Students Association and the Environmental Law Club.

**University of Scranton** **Scranton, PA 18510**  
Degree: Bachelor of Science (Sociology), 1995  
Member of Alpha Kappa Delta (International Sociological Honors Society); Ombudsman, Sociology/Criminal Justice Department.

**PUBLICATIONS**

- Contributor to *California Antitrust and Unfair Competition Law, Revised Edition* (2014).
- “What’s the point? The use of point systems at Residential Care Facilities for the Elderly,” by Kathryn Stebner, Brian Umpierre, and Karman Guadagni, *FORUM*, May/June 2019.

# EXHIBIT

4

**Kelly Knapp**

110 WASHINGTON AVE., APT. 2316, MIAMI BEACH, FL 33139 ▪ (310) 383-3937 ▪  
KELLYJKNAPP@GMAIL.COM

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**BAR ADMISSIONS**

State Bar of California (December 2007); State Bar of Florida (September 2018); United States Court of Appeals for the Ninth Circuit; United States Court of Appeals for the Eleventh Circuit; California Northern District Court; California Eastern District Court; California Central District Court; Florida Northern District Court

**LEGAL EXPERIENCE AND RECOGNITION**

**Southern Poverty Law Center, Miami, FL**

*March 2018 – present*

*Senior Staff Attorney*

- Lead Counsel in statewide class action in federal court challenging the use of solitary confinement in over 50 Florida prisons, including court appearances and oral argument, motion practice, discovery, and fact investigation
- Supervision of junior attorneys, paralegals, and intern

**Northern California “Rising Star,” Super Lawyers, 2016 and 2017**

**Stebner and Associates, San Francisco, California**

*May 2016 – March 2018*

*Associate Attorney*

- Class action litigation in federal court on long-term care facility understaffing, consumer fraud, elder abuse, and ADA violations, including court appearances, fact investigation, brief-writing, and discovery
- Litigation in state court against long-term facilities for elder abuse, including court appearances, brief-writing, discovery, fact-investigation, and settlement negotiations
- Supervision of law student interns
- Public education about conditions in long-term care facilities and potential remedies

**Prison Law Office, Berkeley, California**

*Mar. 2008 – April 2016*

*Staff Attorney*

- Class action litigation in federal court on healthcare, ADA violations, excessive force and other issues in California prisons, jails, and juvenile institutions, including court appearances, brief writing, fact investigation, discovery, and document review
- Monitoring of class action consent decree compliance in California prisons, including touring prisons, interviewing staff and prisoners, writing reports, and advocacy with prison officials
- Structured negotiations with county officials to resolve class action litigation regarding jail conditions
- Supervision of junior attorneys and law student interns
- Public education about constitutional rights of prisoners and current conditions
- Technical assistance to attorneys seeking advice about prisoners’ rights issues

**Schneider Wallace Cottrell Brayton Konecky LLP, San Francisco, California**

**KELLY KNAPP**

*Full-time Contract Attorney* *Sept. 2007 – Mar. 2008*

- Conducted legal research and drafted legal memoranda and declarations
- Fact investigation in wage and hour, construction, and disability discrimination class actions in federal court
- Document review

**ACLU of Southern California: Jails Project, Los Angeles, California**

*Law Clerk* *Aug. – Sept. 2007*

- Monitored conditions in the L.A. County Jail to ensure consent decree and regulatory compliance
- Interviewed and counseled inmates on constitutional and regulatory rights
- Conducted legal research and drafted memoranda; advocated for Public Records disclosure by Los Angeles Sheriff's Department

**California Parole Advocacy Program, Los Angeles, California**

*Certified Law Clerk* *Aug. – Dec. 2006*

- Provided legal representation to parolees in probable cause hearings
- Interviewed and counseled parolees, conducted legal research, and wrote memoranda

**Los Angeles County Public Defender's Office, Los Angeles, California**

*Law Clerk* *Summer 2006*

- Interviewed and counseled defendants in preparation for misdemeanor arraignments
- Negotiated misdemeanor plea bargains with deputy district attorneys
- Conducted legal research and drafted motions and memoranda in death penalty case

**Disability Rights California (formerly Protection & Advocacy, Inc.), Los Angeles, California**

*Law Clerk* *Sept. 2005 – May 2006*

- Interviewed witnesses and drafted declarations for class action on California's failure to provide mental health care to adolescent Medi-Cal recipients
- Drafted legal rights publications for individuals with psychiatric disabilities in L.A. County Jail Twin Towers and the community
- Conducted legal intakes, wrote memoranda, and researched variety of legal issues

**ACLU of Southern California/Law Office of Carol Sobel, Los Angeles, California**

*Legal Intern* *Summer 2005*

- Developed First Amendment claim from the initial stages, including research and drafting of complaint and motion for preliminary injunction, gathering evidence, interviewing plaintiffs and witnesses, drafting declarations and organizing exhibits
- Attended depositions, court hearings, and oral arguments in an array of cases

**EDUCATION**

**UCLA School of Law, Los Angeles, California**

J.D., May 2007

Specializations: Public Interest Law and Policy; Critical Race Studies

GPA: 3.596

*Recognition:* Panelist, American Bar Association Council on Racial and Ethnic Justice Annual

**KELLY KNAPP**

Conference 2006, presented academic article on race and Hurricane Katrina  
Foundation of the State Bar of California 2006 Scholarship

**Tulane University, New Orleans, Louisiana**  
B.S., Psychology, May 1998

**OTHER PROFESSIONAL EXPERIENCE**

**Jail Psychiatric Services, San Francisco, California**

*Case Manager*

*Oct. 2001 – June 2004*

- Assisted severely mentally ill inmates' transition from jail to the community
- Advocated in the San Francisco Superior Court and Behavioral Health Court for treatment instead of incarceration and wrote progress reports
- Spearheaded pilot program for inmates to apply for SSI before their release from custody
- Performed Addiction Severity Index assessments

**Florence Crittenton Residential Treatment Center, San Francisco, California**

*Primary Counselor*

*Feb. 1999 – Feb. 2000*

- Implemented individual treatment plans for low-income mentally ill adolescent mothers and their children
- Wrote progress reports for social workers and therapists
- Assisted clients in becoming self-sufficient
- As elected Local 790 Union Shop Steward, mediated grievances between management and line staff

**PUBLICATIONS**

- Know the Score (with Kathryn Stebner and Karman Guagdani), *Trial Magazine* (American Association of Justice), December 2017

**SAMPLE OF SPEAKING ENGAGEMENTS**

- "Continuing Care Retirement Communities – Cashing in on False Promises," May 9, 2017, Consumer Attorneys of California Elder Abuse Round Table, San Francisco, CA
- "Using Class Actions to Reform Prisons and Long-Term Care Facilities," March 14, 2017, Consumer Attorneys of California and San Francisco Trial Lawyers Association 11th Annual Class Action and Mass Torts Seminar, San Francisco, CA
- "Strategies for Jail Mental Health Care Reform," 2016, California Association of Mental Health Patients' Rights Advocates Annual Award Ceremony
- "New Directions: Affirmative Litigation and Policy-Making Strategies for Challenging the Carceral State," 2016, UC Berkeley School of Law
- "Introduction to Prison and Jail Conditions," 2015, Stanford Law School, Religious Liberties Clinic
- "The Impact of Plata v. Brown in Prison Reform Litigation," 2012, UCLA School of Law, David J Epstein Program in Public Interest Law and Policy
- "The Salience of Race in the Context of Hurricane Katrina," 2007, American Bar Association Coalition on Ethnic and Racial Justice Annual Conference, New Orleans, LA

**KELLY KNAPP**

**BOARD MEMBER EXPERIENCE**

**Center for Young Women's Development, San Francisco, California**

*Member, Board of Directors*

*April 2010 – April 2012*

- Oversight of organizational finances and fundraising
- Approval and development of organization's bylaws, policies and procedures, and policy initiatives
- Guidance and support for Executive Director

# EXHIBIT

5



Karman Guadagni  
STEBNER AND ASSOCIATES  
A Professional Law Corporation

**Contact Information**

Office:

870 Market Street, Suite 1212  
San Francisco CA 94102  
415-362-9800  
415-362-9801 fax

**Education**

University of California, Hastings School of Law, 2009.  
Juris Doctor.

University of Oregon, Eugene, Oregon, 2003.  
Bachelor of Arts- Journalism  
Minor in Spanish, Study-abroad in Gijon, Spain  
Honors: Phi Beta Kappa, Golden Key Society, Kappa Tau Alpha, National Society of Collegiate  
Honors, Dean's Scholar

**Licenses**

Currently licensed to practice in California.

**Professional Experience**

Stebner and Associates, San Francisco, California.  
Managing Partner, 2019-Present  
Managing Associate, 2016-2019  
Attorney, 2009-Present  
Representing plaintiffs in elder abuse, medical malpractice and other civil litigation with emphasis on  
health care.  
Law clerk, September 2006-December 2009  
Legal writing and research, in addition to medical record review and working with clients in elder abuse,  
medical malpractice and other civil litigation.

Levy, Ram & Olson, San Francisco, California  
Law clerk, June 2008-August 2008  
Legal writing and research on class action and First Amendment issues, as well as general research on  
defective products.

First Amendment Project, Oakland, California  
Intern, June 2007-August 2007  
Legal writing and research on First Amendment issues, including anti-SLAPP, defamation and privilege  
laws.

Women's Initiative, San Francisco, California  
Volunteer Writer, 2005

Eugene Weekly, Eugene, Oregon  
Freelance Writer, January 2004-May 2004  
Pitched, wrote and edited various articles for weekly newspaper.  
Editorial Intern, August 2003-January 2004  
Pitched, researched and wrote several short news articles for weekly newspaper.

## **Memberships**

San Francisco Trial Lawyers Association  
Women's Caucus  
New Lawyer's Division

Consumer Attorneys of California

Queen's Bench  
Work/Life Balance/Employment Committee Co-chair

## **Speaking Engagements:**

"Destroying the Defense Life Expectancy Expert in Cases Representing Elder Clients" June 16, 2020, San Francisco Trial Lawyers Association, San Francisco, CA

"Pre-Litigation Resolution: Mediation Strategies, Case Valuation, and Fulfilling Client Goals" November 23rd, 2019, CANHR's 23rd Annual Elder Law Conference, Monterrey, CA

"A Cluster What? Tips for Navigating Expedited Multi-Plaintiff Suits When Class and Mass Don't Apply" November 13, 2019, CAOC

"Gender Roles at Mediation and in Negotiations", July 25, 2019, SFTLA Women's Caucus Event

"Elder Abuse Damages", April 30, 2019, San Francisco Trial Lawyers Panel, San Francisco, California

"Sonoma Fire Cases- Lessons Learned", March 28, 2019, San Francisco Trial Lawyers Tahoe Ski Seminar

"Timely Topics: Shifting the Balance", November 16, 2018, CAOC Convention, San Francisco, CA.

"Sexual Abuse Cases", November 2018- Consumer Attorneys of California Convention, San Francisco, California

"Elder Abuse: Quick Hits from the Masters, Litigating Sexual Abuse in Elder Care Facilities", March 16, 2018, The Donald L. Galine Sonoma Travel Seminar CAOC, Sonoma, CA

"Dementia Specialist Facilities", January 27, 2018, SFTLA Ski Seminar.

"Bringing Cases Against Dementia Specialist Facilities" November 18, 2017, CAOC, San Francisco, CA

"Litigating Elder Abuse/ Neglect in Assisted Living Facilities", June 21, 2017, National Webinar

“Elder Abuse in Residential Care Facilities for the Elderly –New Legislation and its Potential Impact on Elder Abuse Cases in California”, May 9, 2017, CAOC Elder Abuse Round Table, San Francisco, CA

“From the Ground up: Proving Managing Agent Liability in Elder Abuse Cases”, March 10, 2017, SFTLA NLD Tahoe Conference

“Liens: Practice Pointer from the Experts or Everything You (Never) Wanted to Know” –Moderator, April 1, 2016, the Donald L. Galine Travel Seminar CAOC, Sonoma, CA

“Turning a Single Event into a Systems Case”, March 29, 2016, National Webinar

“Having it All”, March 7, 2017, SFTLA Women’s Caucus, San Francisco, CA

Turning a Single Event Into a Systems Case: Using Elder Law Concepts in a Broader Sense (Karman Guadagni and Anoush Lancaster), San Francisco Trial Lawyers Association webinar, March 29, 2016

Cases Against Six-Bed RCFEs – San Francisco Trial Lawyers Association Tahoe Ski Seminar, January 29, 2016

Cases Against Assisted Living Facilities – Practice Pointers (Kathryn Stebner and Karman Guadagni) – webinar for Consumer Attorneys of California, September 30, 2015

Trial Advocacy Workshop on Depositions – Guest Professor at Stanford Law School, October 1, 2015

Everything You Need to Know About Elder Abuse Cases in 15 Minutes- San Francisco Trial Lawyers Association Tahoe Ski Seminar, February 2, 2013.

Medicare Liens and Standing in Survivorship Actions, California Advocates for Nursing Home Reform Conference, November 16, 2012.

Med School for Lawyers- Bed Sores and Hospital Infections (Kathryn Stebner and Karman Ratliff)- webinar, March 3, 2011.

**Publications:**

*The intersections of elder abuse and the Unruh Civil Rights Act, Forum Magazine, November-December, 2019*

*Elders in the Inferno, Forum Magazine, May-June, 2019*

*What's the Point, Forum Magazine, May-June, 2019*

*“Elders in the inferno: A unique Sonoma Fire case” Forum Magazine, May/ June 2019*

*"Know the Score", Trial Magazine, December, 2017*

*Picking your battles – Arbitration Clauses in Nursing Homes, Forum Magazine, May-June, 2016*

“*Fifth Amendment Privilege*” Legal Network News, California Advocates for Nursing Home Reform, Summer 2014

“*Follow the Money Trail – Holding Corporate Owners of RCFEs Directly Liable as Licensees*”, Legal Network News, California Advocates for Nursing Home Reform, Fall, 2013

“*Standing Issues in Wrongful Death Cases Based on Elder Abuse*,” Legal Network News, California Advocates for Nursing Home Reform, Winter 2012.

### **Classes/Seminars**

Stanford Law School Trial Advocacy Workshop on Depositions - 2015, 2016

### **Honors and Awards**

Distinguished Female Attorney of the Year – SFTLA, 2019

Rising Star - Northern California Super Lawyers- 2015 to present

### **Professional Associations and Memberships**

San Francisco Trial Lawyers Association- Board of Directors 2018-present  
Chair New Lawyer’s Division,  
Chair Tahoe Ski Seminar Committee,  
Member- Women's Caucus

Consumer Attorneys of California, Member

American Association of Justice- Member

Bar Association of San Francisco- Member

# EXHIBIT

6

**GEORGE KAWAMOTO**

Stebner and Associates | Senior Associate  
870 Market St., Ste. 1212 | San Francisco, CA 94102  
tel: (415) 362-9800 | fax: (415) 362-9801  
[george@stebnerassociates.com](mailto:george@stebnerassociates.com) | [www.stebnerassociates.com](http://www.stebnerassociates.com)

EDUCATION

**University of California Hastings College of the Law, San Francisco, CA**  
Juris Doctor, Civil Litigation Concentration (2011)

- *Hastings Women's Law Journal*, Editor-In-Chief (2010-11); published *Mentoring for a Public Good*, 22 HASTINGS WOMEN'S L.J. 361 (May 2011)

**University of California at Berkeley, College of Letters and Science, Berkeley, CA**  
Bachelor of Arts, Double Major in Comparative Literature and Japanese Language & Culture (2003)

- Phi Beta Kappa

EXPERIENCE

<b>Stebner &amp; Associates, San Francisco, CA</b> <i>Senior Associate</i>	12/2016-Present
<b>Stebner &amp; Associates, San Francisco, CA</b> <i>Associate</i>	12/2011-12/2016
<b>Stebner &amp; Associates, San Francisco, CA</b> <i>Law Clerk</i>	8/2010-12/2011
<b>2010 SFTLA Trial Advocacy Fellow, San Francisco, CA</b> <i>Arns Law Firm, Dolan Law Firm, and Stebner &amp; Associates</i>	5/2010-8/2010
<b>Asian Law Caucus, San Francisco, CA</b> <i>2009 Summer Law Clerk</i>	5/2009-8/2009
<b>San Francisco Superior Court, ACCESS Center, San Francisco, CA</b> <i>Volunteer Extern and Superior Court Liaison</i>	9/2008-5/2009
<b>Huckleberry Youth Programs, San Francisco, CA</b> <i>Executive Assistant and Board Liaison</i>	10/2005-7/2008
<b>Private Tutor in English/Japanese Literature and College Writing, Berkeley, CA</b>	4/2003-10/2005

PUBLISHED ARTICLES

“Letting elders down: Falls and traumatic brain injuries at long-term care facilities,” Kathryn Stebner and George Kawamoto, *Forum*, July/August 2019.

“Elder Abuse Class Actions: Notes from the Long and Winding Road,” Kathryn Stebner and George Kawamoto, *Orange County Trial Lawyers Association The Gavel*, Summer 2019.

“Proving Low Staffing Against Long Term Care Facilities.” Kathryn Stebner and George Kawamoto, *CAALA*, November 2014.

# EXHIBIT

7

Deena K. Zacharin  
Senior Associate  
STEBNER AND ASSOCIATES  
A Professional Law Corporation

### **Contact Information**

Office:

870 Market Street, Suite 1212  
San Francisco CA 94102  
415-362-9800  
415-362-9801 fax

### **Education**

**Golden Gate University School of Law** (classes towards Certificate in Estate Planning) 2011-2012  
**Northeastern University School of Law** JD, 1986  
**San Francisco State University** (*magna cum laude*) BA, 1982

### **Licenses**

Currently licensed to practice in California.

### **Professional Experience**

**Stebner and Associates**, San Francisco, California

*Senior Associate*, 2021-Present

*Associate*, 2015-2021

- Litigate elder financial and physical abuse cases
- Estate planning
- Serve on court-appointed attorney panel for San Francisco Probate Court for proposed conservatees

**Kato, Feder & Suzuki, LLP**, San Francisco, California

*Associate* 2011-2015

- Focused on estate planning, trust and probate administration, conservatorships and special needs trusts
- Represented fiduciaries in conservatorships and court-supervised trusts
- Mentored Hastings College of Law students in Medical-Legal Partnership clinic

**San Francisco Unified School District, San Francisco, California**

*Director, Office of Parent Relations* 2001-2011

- Developed and provided city-wide parent education and advocacy programs
- Trained and supervised 45 community outreach personnel; institutionalized leadership training

**Parents for Public Schools of San Francisco, San Francisco, California**

*Co-founder and Executive Director* 1999-2001

- Co-founded, promoted and grew membership organization dedicated to the improvement of public education
- Designed workshops and conferences to educate community members



**Law Offices of Deena K. Zacharin, San Francisco, California**

*Attorney* 1990-1999

- Provided business planning and guidance for talent and entertainment entities

**Patients' Rights Advocacy Services, San Francisco, California**

*Advocate* 1987-1989

- Represented patients in psychiatric institutions, including minors at Langley Porter

**Speaking Engagements**

- PFAC 2020 Annual Conference: "Normal Aging or Elder Abuse? -- How Insufficient Staffing can lead to Avoidable Injuries in Assisted Living Facilities"

**Publications**

- Professional Fiduciary Association of California (PFAC) Newsletter (Spring 2021), "Holding Financial Institutions Accountable for Losses to Financial Elder Abuse Scams"
- PFAC Summer Newsletter (Summer 2019) "What You Can Do About Neglect In California's Assisted Living Facilities"
- California Advocates for Nursing Home Reform Network News (2015) "What Does Love Have To Do With It?"

**Honors and Awards**

- Received two Certificates of Honor from the San Francisco Board of Supervisors for contribution to public schools

**Professional Associations and Memberships**

- San Francisco Trial Lawyers Association
- Consumer Attorneys of California, Member
- American Association of Justice- Member
- Bar Association of San Francisco- Member
- Professional Fiduciary Association of CA (Affiliate Member)
- San Francisco Estate Planning Council

# EXHIBIT

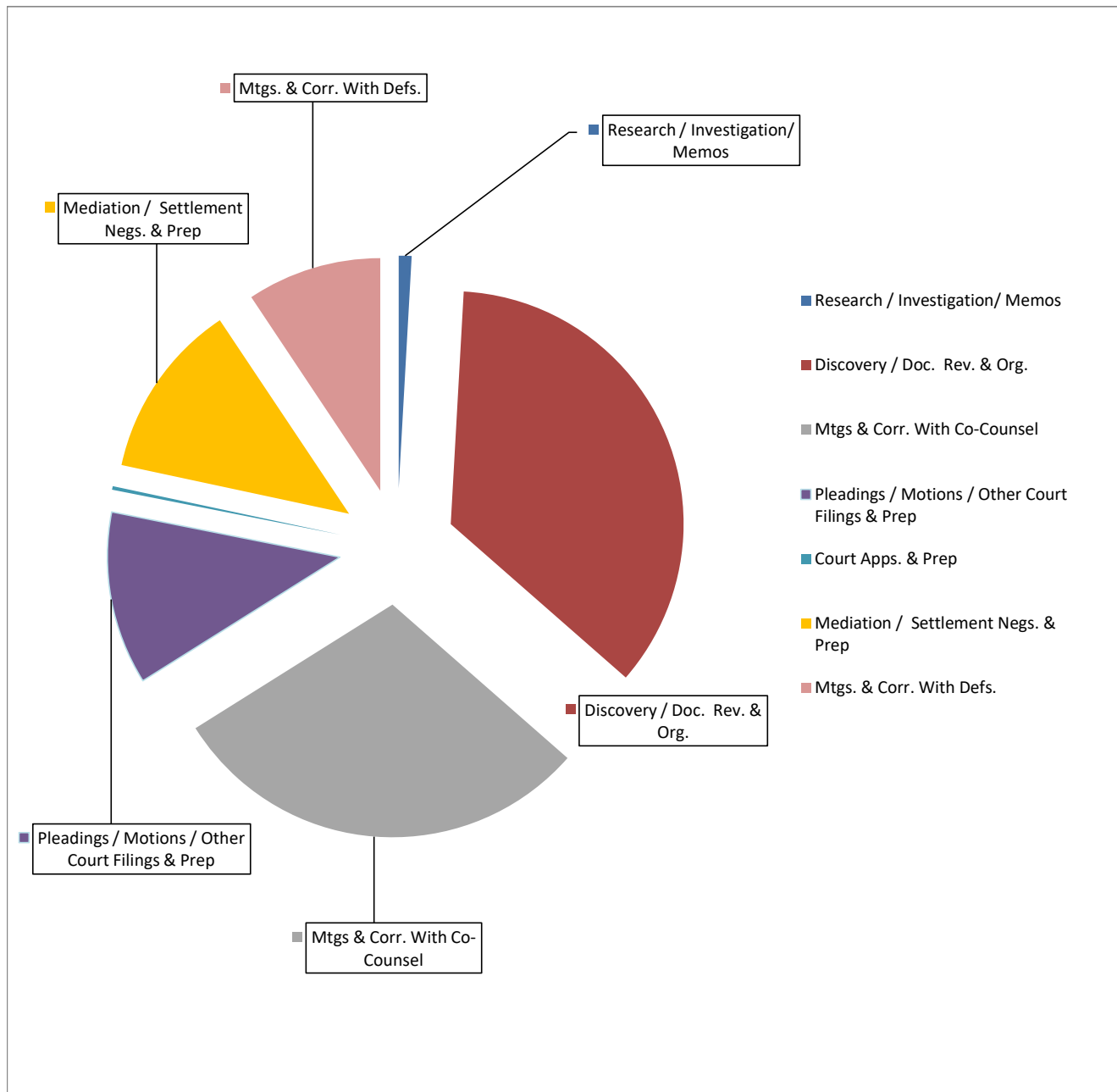
8

# Aegis CA | Graphs of Attorney Work Hours

## Stebner and Associates

CHART - ALLOCATION SUMMARY OF KATHRYN STEBNER'S HOURS

TOTAL HOURS	Research / Investigation / Memos	Discovery / Doc. Rev. & Org.	Mtgs & Corr. With Co-Counsel	Corr. With Plaintiff / Experts / Witnesses	Pleadings / Motions / Other Court Filings & Prep	Court Apps. & Prep	Mediation / Settlement Negs. & Prep	Mtgs. & Corr. With Defs.
960	7	281	234	170	95	2	97	74
	1%	29%	24%	18%	10%	0%	10%	8%

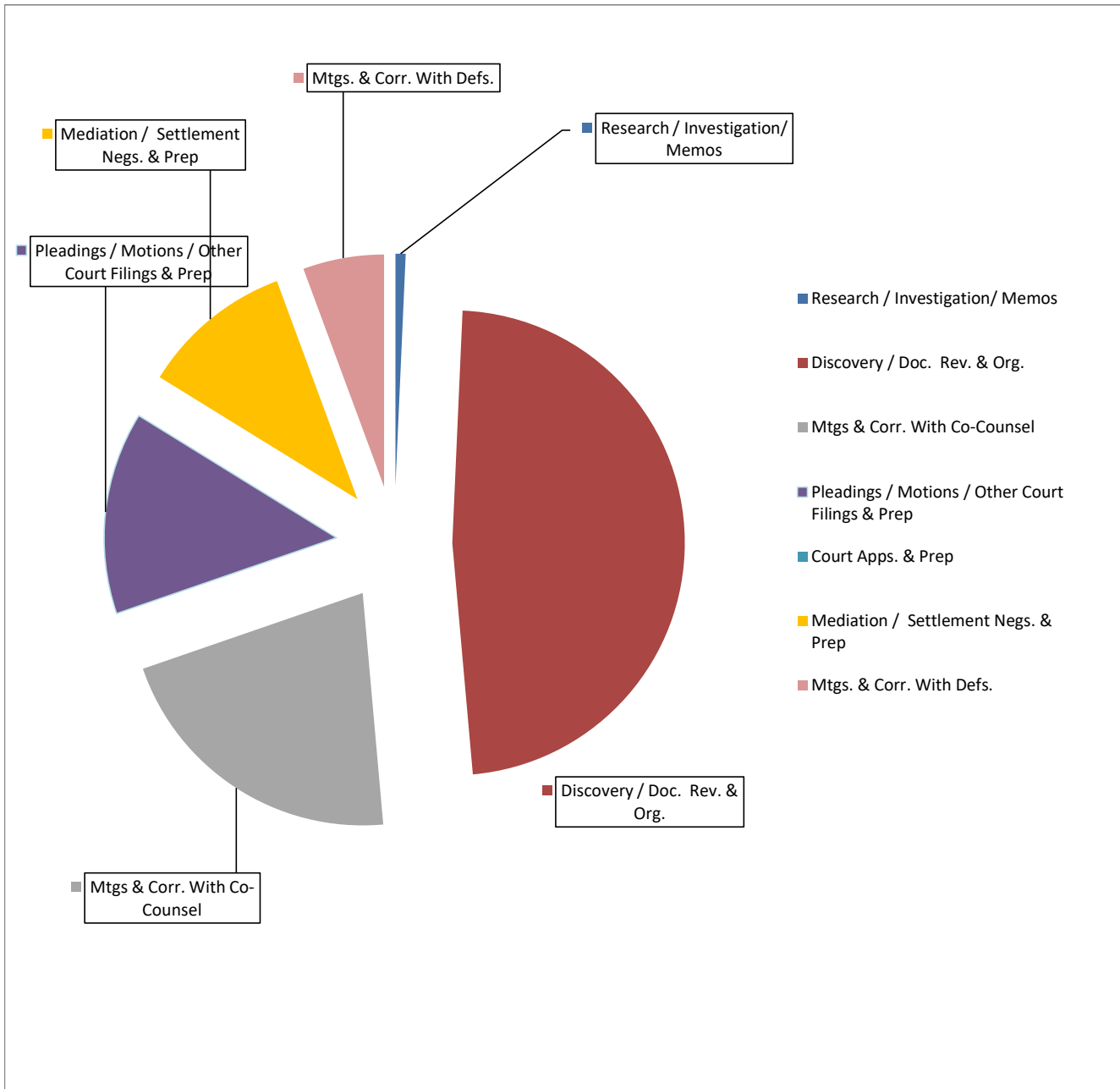


# Aegis WA | Graphs of Attorney Work Hours

## Stebner and Associates

CHART - ALLOCATION SUMMARY OF KATHRYN STEBNER'S HOURS

TOTAL HOURS	Research / Investigation / Memos	Discovery / Doc. Rev. & Org.	Mtgs & Corr. With Co-Counsel	Corr. With Plaintiff / Experts / Witnesses	Pleadings / Motions / Other Court Filings & Prep	Court Apps. & Prep	Mediation / Settlement Negs. & Prep	Mtgs. & Corr. With Defs.
<b>154</b>	1	68	30	12	20	0	15	8
	1%	44%	19%	8%	13%	0%	10%	5%

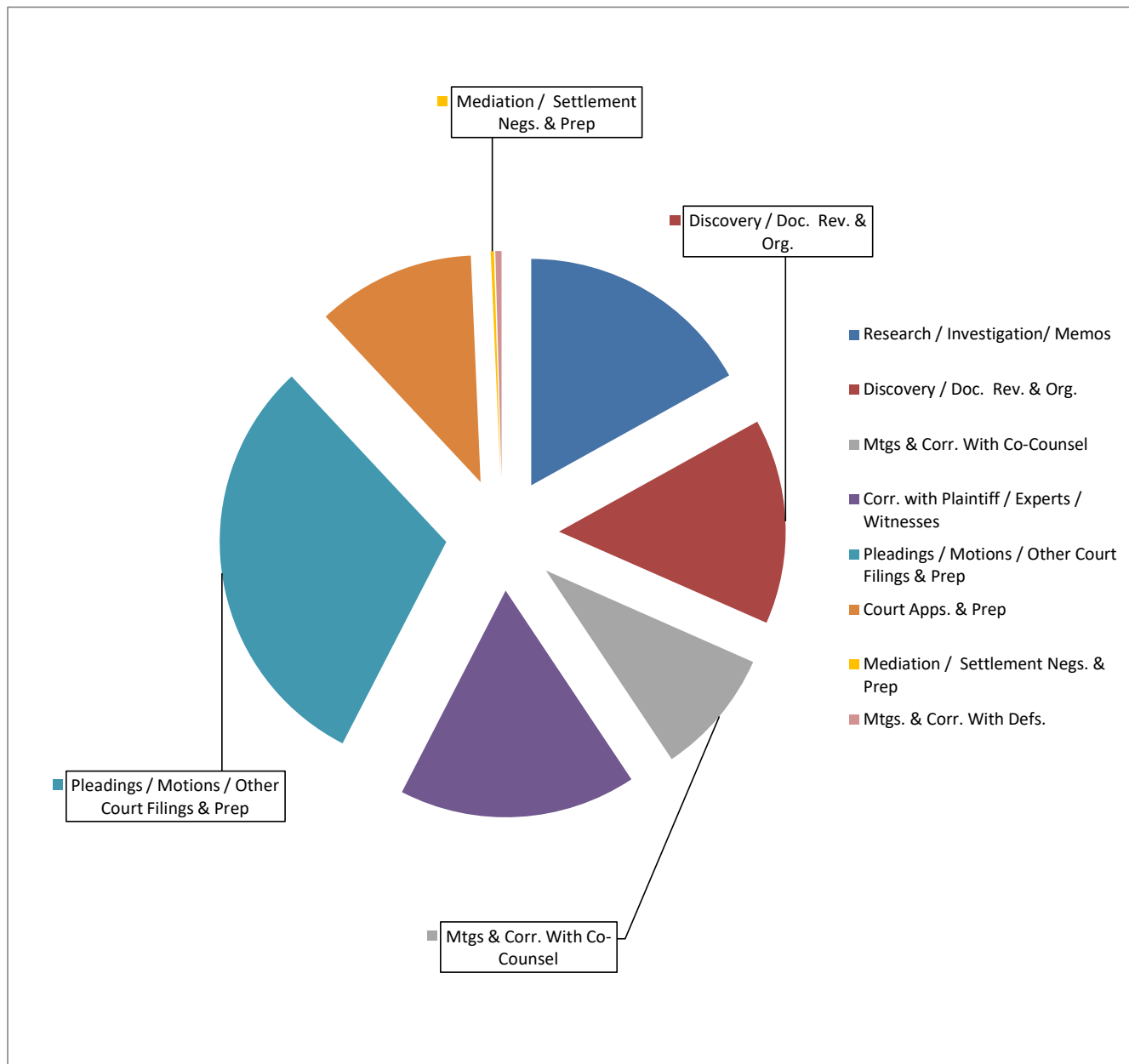


# Aegis CA | Graphs of Attorney Work Hours

## Stebner and Associates

CHART - ALLOCATION SUMMARY OF SARAH COLBY'S HOURS

TOTAL HOURS	Research / Investigation / Memos	Discovery / Doc. Rev. & Org.	Mtgs & Corr. With Co-Counsel	Corr. with Experts / Witnesses	Pleadings / Motions / Other Court Filings & Prep	Court Apps. & Prep	Mediation / Other Settlement Negs. & Prep	Mtgs. & Corr. With Defs.
<b>443</b>	75	65	40	75	135	50	1	2
	17%	15%	9%	17%	30%	11%	0%	0%

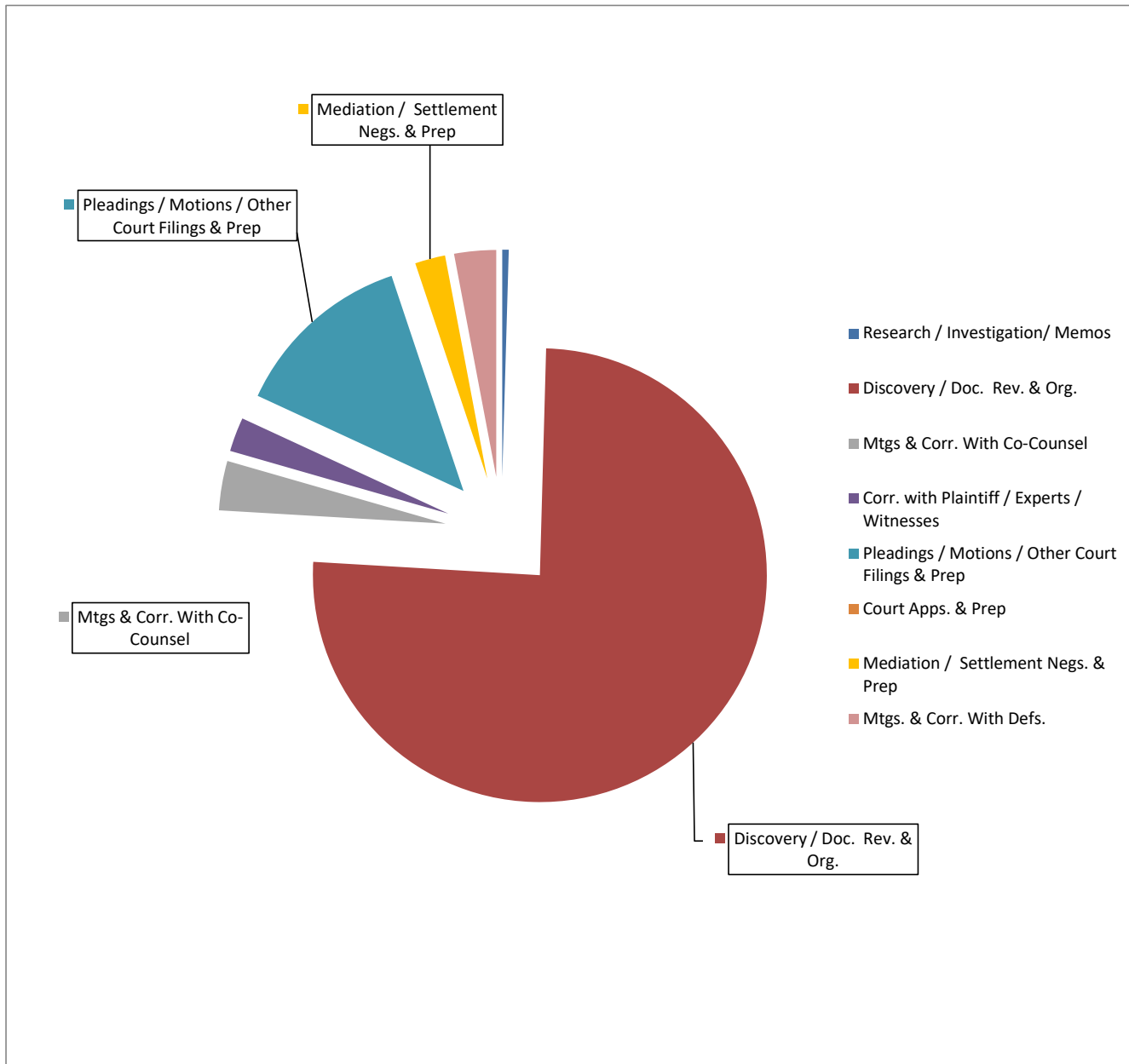


# Aegis CA | Graphs of Attorney Work Hours

## Stebner and Associates

CHART - ALLOCATION SUMMARY OF BRIAN UMPIERRE'S HOURS

TOTAL HOURS	Research / Investigation / Memos	Discovery / Doc. Rev. & Org.	Mtgs & Corr. With Co-Counsel	Corr. with Experts / Witnesses	Pleadings / Motions / Other Court Filings & Prep	Court Apps. & Prep	Mediation / Other Settlement Negs. & Prep	Mtgs. & Corr. With Defs.
1110	5	838	39	27	144	0	24	33
	0%	75%	4%	2%	13%	0%	2%	3%

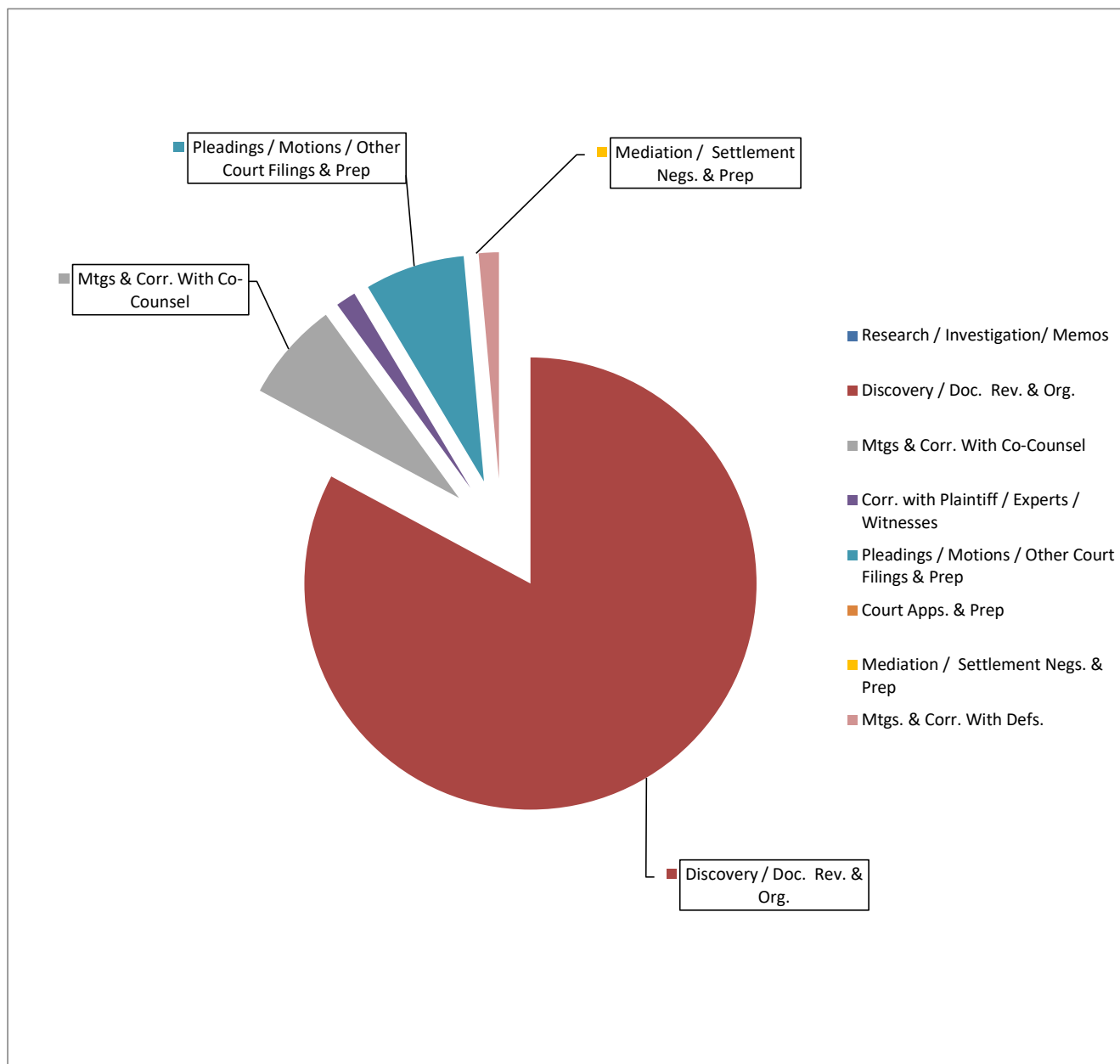


# Aegis WA | Graphs of Attorney Work Hours

## Stebner and Associates

CHART - ALLOCATION SUMMARY OF BRIAN UMPIERRE'S HOURS

TOTAL HOURS	Research / Investigation / Memos	Discovery / Doc. Rev. & Org.	Mtgs & Corr. With Co-Counsel	Corr. with Experts / Witnesses	Pleadings / Motions / Other Court Filings & Prep	Court Apps. & Prep	Mediation / Other Settlement Negs. & Prep	Mtgs. & Corr. With Defs.
350	0	290	25	5	25	0	0	5
	0%	83%	7%	1%	7%	0%	0%	1%

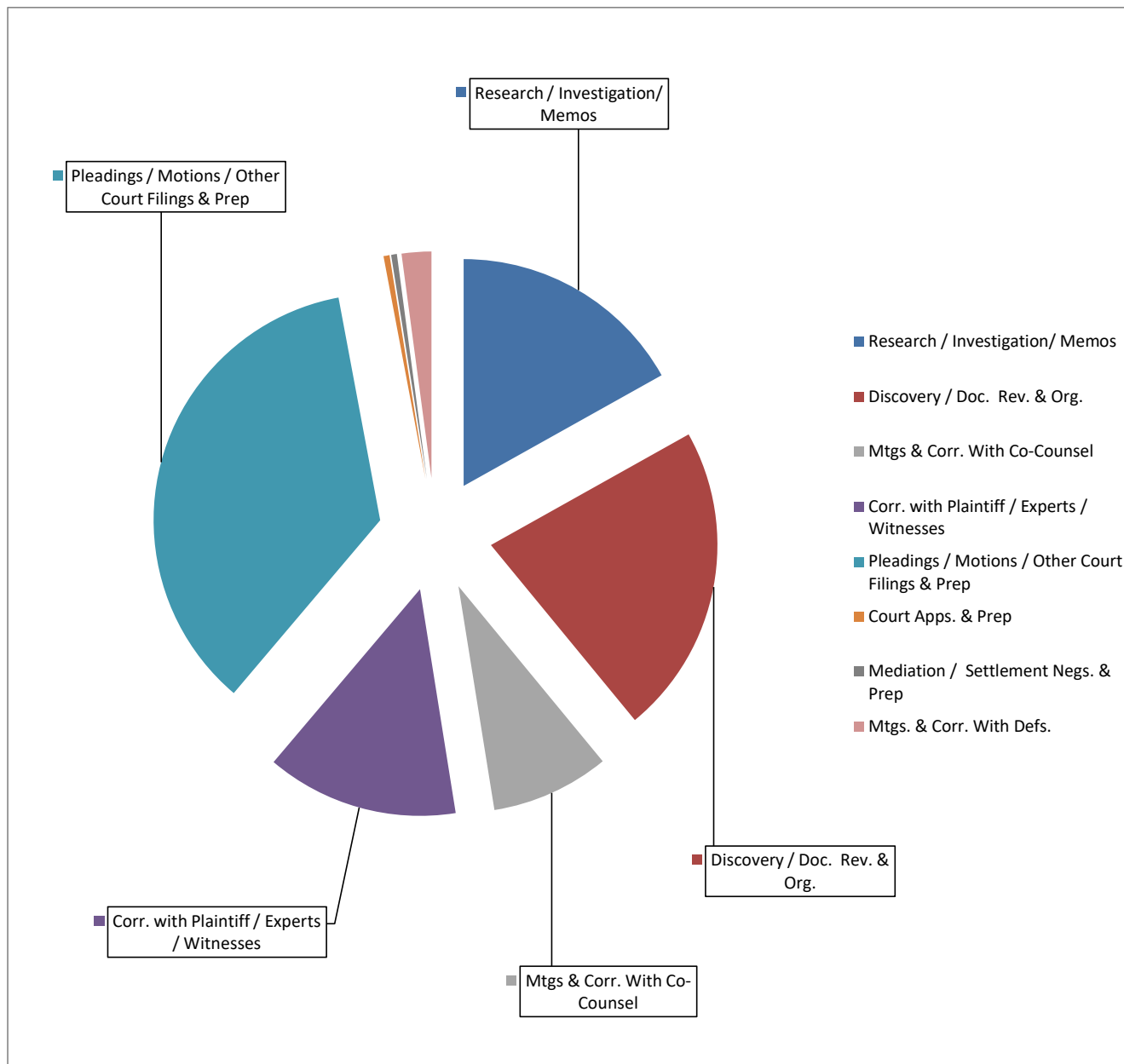


# Aegis CA | Graphs of Attorney Work Hours

## Stebner and Associates

CHART - ALLOCATION SUMMARY OF KELLY KNAPP'S HOURS

TOTAL HOURS	Research / Investigation / Memos	Discovery / Doc. Rev. & Org.	Mtgs & Corr. With Co-Counsel	Corr. With Plaintiff / Experts / Witnesses	Pleadings / Motions / Other Court Filings & Prep	Court Apps. & Prep	Mediation / Settlement Negs. & Prep	Mtgs. & Corr. With Defs.
<b>474</b>	80	105	40	65	170	2	2	10
	17%	22%	8%	14%	36%	0%	0%	2%



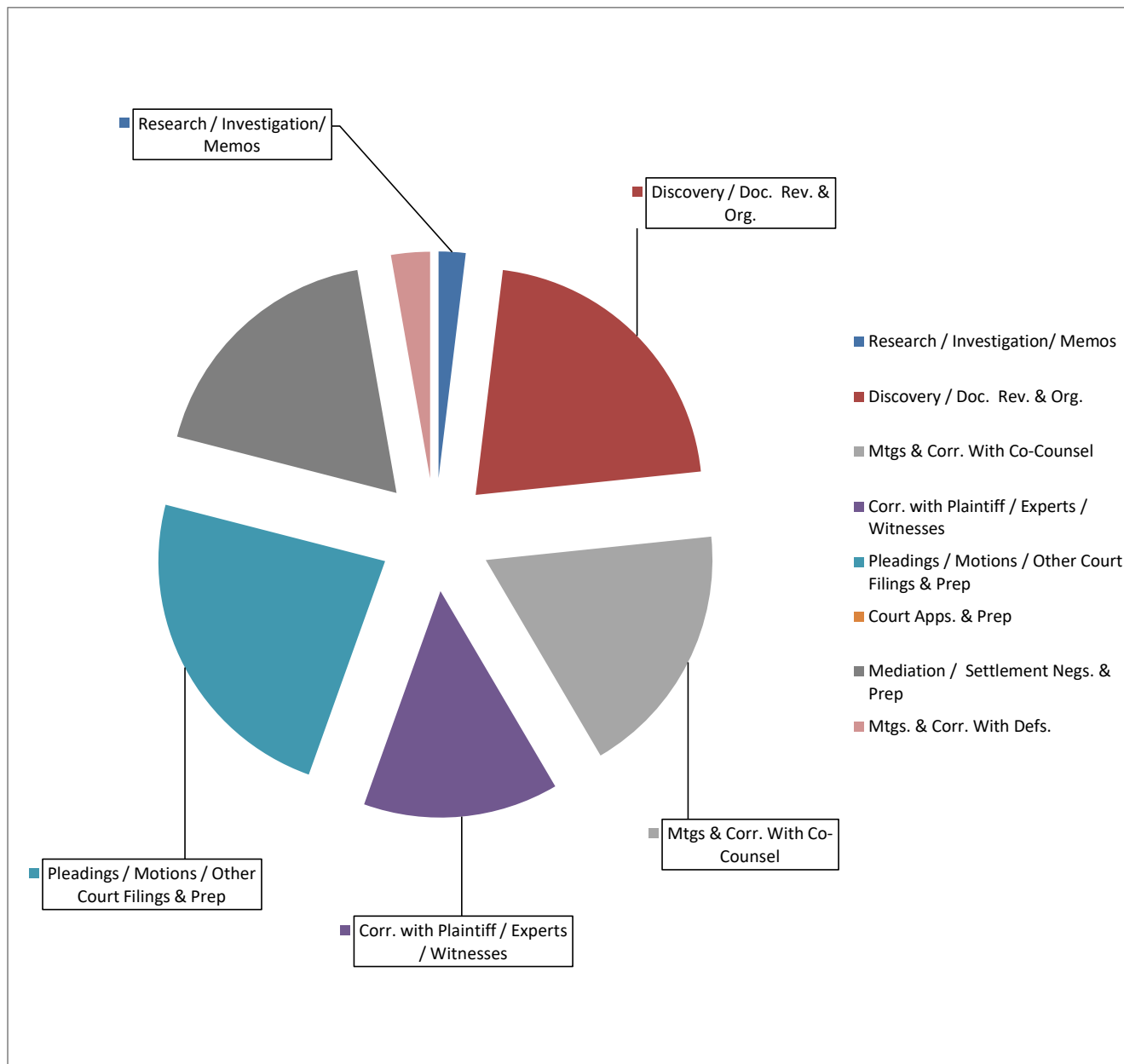


# Aegis CA | Graphs of Attorney Work Hours

## Stebner and Associates

CHART - ALLOCATION SUMMARY OF GEORGE KAWAMOTO'S HOURS

TOTAL HOURS	Research / Investigation / Memos	Discovery / Doc. Rev. & Org.	Mtgs & Corr. With Co-Counsel	Corr. With Plaintiff / Experts / Witnesses	Pleadings / Motions / Other Court Filings & Prep	Court Apps. & Prep	Mediation / Settlement Negs. & Prep	Mtgs. & Corr. With Defs.
467	9	100	85	65	110	0	85	13
	2%	21%	18%	14%	24%	0%	18%	3%



# **EXHIBIT D**

1 Christopher J. Healey, State Bar No. 105798  
2 **DENTONS US LLP**  
3 4655 Executive Drive, Suite 700  
4 San Diego, CA 92121  
5 Tel: (619) 236-1414  
6 Fax: (619) 232-8311

7 Kathryn A. Stebner, State Bar No. 121088  
8 George Kawamoto, State Bar No. 280358  
9 Brian S. Umpierre, State Bar No. 236399  
10 **STEBNER AND ASSOCIATES**  
11 870 Market Street, Suite 1212  
12 San Francisco, CA 94102  
13 Tel: (415) 362-9800  
14 Fax: (415) 362-9801

15 Guy B. Wallace, State Bar No. 176151  
16 **SCHNEIDER WALLACE**  
17 **COTTRELL KONECKY LLP**  
18 2000 Powell Street, Suite 1400  
19 Emeryville, California 94608  
20 Tel: (415) 421-7100  
21 Fax: (415) 421-7105

22 [Additional counsel listed on signature page]

23 Attorneys for Plaintiff and the Proposed Class

24  
25 **UNITED STATES DISTRICT COURT**  
26  
27 **NORTHERN DISTRICT OF CALIFORNIA**

28 Kathi Troy, as Successor-in-Interest to the  
Estate of June Newirth; Barbara Feinberg;  
Elizabeth Barber, Andrew Bardin, and  
Thomas Bardin as successors-in-interest to  
the Estate of Margaret Pierce; and Carol  
Morrison, by and through her Attorney-in-  
Fact Stacy Van Vleck, on their own behalves  
and on behalf of others similarly situated,

Plaintiffs,

vs.

Aegis Senior Communities, LLC, dba Aegis  
Living; and Does 1 Through 100,

Defendants.

CASE NO. 4:16-cv-03991-JSW

**DECLARATION OF CHRISTOPHER J.  
HEALEY IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND COSTS**

1 I, Christopher J. Healey, hereby declare,

2 1. I am a partner at the law firm of Dentons US LLP, one of the counsel of record for  
3 Plaintiffs in the two putative class actions that are being resolved through the instant settlement:  
4 Newirth v. Aegis Senior Communities LLC, N.D. Cal. Case No 4:16-cv-03991-JSW (the  
5 “California case”) and Morrison v. Aegis Senior Communities LLC, Wash. State Case No. 18-2-  
6 06326-4 SEA ( the “Washington case”). Unless otherwise indicated, I have personal knowledge  
7 of the facts set forth herein. If called upon to testify, I would do so competently.

8 2. This declaration is submitted in support of Plaintiffs’ motion for final settlement  
9 approval and separate motion for attorneys’ fees, litigation costs and service awards to the Named  
10 Plaintiffs.

11 **Experience and Background**

12 3. Along with the other Plaintiffs’ Counsel, I have substantial experience in class  
13 action litigation and, in particular, class action cases involving nurse staffing in nursing homes.

14 4. I was admitted to the State Bar of California in 1982. From 1982 through 1984, I  
15 served as a law clerk to the Honorable William B. Enright, United States District Court Judge for  
16 the Southern District of California. I have tried more than ten cases to verdict before a jury or  
17 judge. My primary area of expertise is class action litigation.

18 5. Since 2010, I have been listed in The Best Lawyers in America® publication in the  
19 areas of Mass Torts and Commercial Litigation. I have an “AV” rating from Martindale-Hubbell.  
20 Since 2008, I have been selected as a San Diego California “Super Lawyer” (Class Actions). In  
21 2015, I was listed as a Southern California “Super Lawyer” (Class Actions). In 2011, I was  
22 included in the “Top 100 Attorneys” for California by the Los Angeles Daily Journal. I am a  
23 former Board Member on the Association of Business Trial Lawyers (San Diego Chapter). I have  
24 written and lectured on litigation and class action issues.

25 6. For most of my 35-plus years of law practice, I have primarily defended clients  
26 sued in consumer and business class actions. In approximately 2006, however, I joined with co-  
27 counsel, Michael Thamer, Tim Needham and other attorneys to prosecute a class action on behalf  
28 of nursing home residents filed against Skilled Healthcare (“Skilled”) to address understaffing and

1 related issues in 22 facilities owned or operated by Skilled throughout California. We obtained  
2 class certification and, after extensive trial court proceedings, defeated Skilled's motion to  
3 decertify the class. After a trial lasted approximately six months, the jury awarded over \$670  
4 million to the plaintiff class. The case settled before the punitive damages phase for \$50 million  
5 and injunctive relief to address the underlying staffing violations.

6 7. Mr. Thamer, Mr. Needham and I jointly received a California Lawyer of the Year  
7 (CLAY) award in 2010 for our work in the Skilled Healthcare lawsuit. We were also named  
8 Consumer Attorneys of the Year (2010) by Public Justice and CAOC for work on that case.

9 8. Along with others in the Plaintiffs' Counsel group, I have been approved by  
10 California state and federal courts to serve as Class Counsel in multiple other consumer class  
11 actions involving nurse staffing allegations in nursing homes.

12 9. Along with other Plaintiffs' Counsel, Dentons' attorneys have been at the forefront  
13 on nurse understaffing and related issues in nursing homes resulting in reported decisions,  
14 including decisions concerning class actions involving understaffing allegations. *See e.g.*,  
15 *Conservatorship of Gregory* (2000) 80 Cal. App. 4th 514; *Fitzhugh v. Granada Healthcare LLC*  
16 (2007) 150 Cal. App. 4th 469; *Shuts v. Covenant Holdco LLC* (2012) 208 Cal.App.4th 609; *Walsh*  
17 *v. Kindred Healthcare* (N.D. Cal 2011) 798 F. Supp. 2d 1073; *Wehlage v. EmPres Healthcare* ,  
18 *Inc.* (N.D. Cal 2011) 791 F. Supp. 2d 774; *Winans v. Emeritus Corp.*, 2014 WL 970177 (N.D. Cal.  
19 Mar. 5, 2014); *Newirth v. Aegis Senior Communities LLC*, 2017 WL 3328073 (N.D. Cal. May 18,  
20 2017); *Heredia v. Sunrise Senior Living LLC*, 2019 WL 5149854 (C.D. Cal. Mar. 4, 2019).

21 **Dentons - Fees Incurred**

22 10. Dentons' timekeepers provided legal services that supported the prosecution of the  
23 California and Washington cases. Both lawsuits are based on allegations that Aegis misleadingly  
24 failed to disclose that resident assessments performed by its personnel would not be used to set  
25 facility staffing. Significant portions of the work performed in the California action benefitted the  
26 prosecution of the Washington case. For example, Aegis' staffing procedures were generally the  
27 same for its California and Washington facilities. Thus, subject to certain exceptions, Aegis  
28 eventually stipulated that much of the document and deposition discovery obtained in the

1 California case was usable in the Washington lawsuit. Despite the significant overlap in some  
 2 aspects of the case prosecutions, however, discrete legal work was required for some portions of  
 3 the two cases. For example, as the lawsuits were brought under different state laws (California  
 4 and Washington), discrete research and analysis was required for each jurisdiction. Further, each  
 5 case involved a different set of witnesses for Plaintiffs, third parties (like family members) and  
 6 Aegis facility-level employees.

7 11. As of May 21, 2021, Dentons US LLP has incurred over \$1,418,497.50 in  
 8 attorneys and paralegal fees on 1,869.40 hours worked in connection with the California case. The  
 9 primary Dentons timekeepers who have worked on the California case are as follows:<sup>1</sup>

<u>Timekeeper</u>	<u>Bar Admission</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
Chris Healey (lead partner)	1982	\$895	1400	\$1,253,000.00
Charles Bird (partner)	1973	\$745	21	\$15,627.00
Robert Cocchia (partner)	1994	\$740	11.80	\$8,755.00
Alisha Lapkewych (associate)	2015	\$450	52.50	\$16,152.50
Anastasiya Menshikova (associate)	2016	\$415	172.60	\$63,099.50
Charles Hayes (associate)	2015	\$380	109	\$41,420.00
Kathy Flick (paralegal)		\$245	20.10	\$4,924.50
Tracy Myrick (paralegal)		\$195	46.90	\$8,603.50

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27 <sup>1</sup> For certain timekeepers, the hourly rate charged increased over the duration of the representation.  
 28 The rates listed reflect the highest rate charged, but some time entries were billed at lower hourly rates.

1	Cheryl Sykes (paralegal)		\$195	35.50	\$6,915.50
2	Total			1,869.40	\$1,418,497.50

3  
4 12. As of May 21, 2021, Dentons US LLP has incurred over \$472,824.50 in attorneys  
5 and paralegal fees on 553.20 hours worked in connection with the Washington case. The primary  
6 Dentons timekeepers who have worked on the Washington case are as follows:

7	<u>Timekeeper</u>	<u>Bar Admission</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
8	Chris Healey (lead partner)	1982	\$895	511.50	\$457,792.50
9					
10	Robert Cocchia (partner)	1994	\$745	2.60	\$1,937.00
11					
12	Anastasiya Menshikova (associate)	2016	\$415	14.20	\$5,893.00
13					
14	Charles Hayes (associate)	2015	\$380	12.90	\$4,902.00
15					
16	Tracy Myrick (paralegal)		\$195	12	\$2,300.00
17					
18	Total			553.20	\$472,824.50

19 13. Dentons maintains detailed time entries describing the work performed by  
20 Dentons' professionals on the California and Washington cases. A summary of the key work  
21 performed is as follows:

22 14. **Chris Healey.** I served as the lead partner supervising work by Dentons'  
23 personnel on the California and Washington actions. In the California case, I had lead  
24 responsibility on drafting opposition papers to Aegis' motion to dismiss, motion to strike class  
25 allegations and motion for summary judgment. With the Schneider Wallace firm, I had co-lead  
26 responsibility for preparation of Plaintiffs' motion for class certification. In the Washington case,  
27 I had lead responsibility for drafting opposition papers and presenting oral argument in Plaintiffs'  
28 successful opposition to Aegis' motion to deny class certification. I took the depositions of

1 multiple Aegis' personnel (including Jennifer Hall, John Carpentier and Tom Laborde), which  
2 testimony was applicable to both actions. I had primary responsibility for interfacing with  
3 Plaintiffs' damages' expert (Patrick Kennedy PhD) and participated in analysis efforts pertaining  
4 to Plaintiffs' staffing experts (Cristina Flores PhD and Dale Schroyer). In coordination with  
5 Kathryn Stebner, I had lead responsibility on periodic conference calls to coordinate efforts of  
6 Plaintiffs' counsel. I had lead or co-lead responsibility in the preparation of mediation briefing  
7 and participated in the multiple mediations that eventually lead to the instant settlement. I  
8 supported efforts by Ms. Stebner and her office in the settlement negotiations, drafting of  
9 settlement documentation and drafting of settlement approval papers.

10       15.     **Charles Bird and Robert Cocchia.** These attorneys supported specific aspects of  
11 Dentons' representation at the partner level. As an appellate specialist with extensive experience  
12 before the Ninth Circuit, Charles Bird provided guidance to Sarah Colby in the successful  
13 response to Aegis' appeal on arbitration issues in the California case, including support in multiple  
14 practice arguments. Robert Cocchia helped oversee associate research on specific projects and  
15 provided support on trial strategy issues.

16       16.     **Alisha Lapkewych, Anastasiya Menshikova, Charles Hayes.** These Dentons'  
17 associates conducted research, drafting and analysis on legal issues pertaining to both the  
18 California and Washington cases. In the California case, these issues included responses to Aegis'  
19 pleading challenges, responses to Aegis' arbitration arguments, support for Plaintiffs' motion for  
20 class certification arguments and analysis regarding potential Daubert challenges. In the  
21 Washington case, they provided research support for the successful opposition to Aegis' motion to  
22 deny class certification. Ms. Menshikova also reviewed public records regarding consumer  
23 experiences with Aegis facilities and interviewed potential witnesses. Ms. Menshikova also  
24 supported depositions of Aegis personnel, which testimony was applicable to both actions.

25       17.     **Kathy Flick, Tracy Myrick, Cheryl Sykes.** These Dentons' paralegals supported  
26 the organization and control of documents and data obtained during case discovery in both cases.  
27 Ms. Flick and other Dentons personnel also conducted cite checks on various briefs filed in the  
28 California case.



**Dentons - Litigation Expenses Advanced**

18. As of May 21, 2021, Dentons has advanced litigation costs of \$361,624.01 in the California case, including the following categories:

Expert Witness Costs	\$279,426.49
Deposition Expenses	\$36,872.67
Lexis/Westlaw	\$18,770.42
Mediation Fees	\$13,246.88
Airfare and Related Costs	\$5,806.21
Lodging and Related Costs	\$3,882.14
Attorney Services	\$971.00
Court/Filing Fees	\$860.60
Ground Transportation	\$774.49
Litigation Support Costs	\$358.00
Courier Services	\$301.81
Third Party Copying Costs	\$178.30
Investigation Report Charge	\$175.00
TOTAL	\$361,624.01

19. As of May 21, 2021, Dentons has advanced litigation costs of \$52,246.97 in the Washington case including the following categories:

Expert Witness Costs	\$41,629.17
Belaire Mailing	\$5,485.60
Mediation Fees	\$2,401.87
Lodging and Related Costs	\$1,248.51
Airfare and Related Costs	\$1,131.97
Ground Transportation	\$237.07
Westlaw	\$75.00

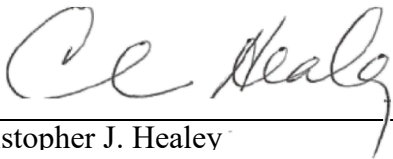
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Investigation Report Charge	\$25.00
Courier Services	\$12.78
TOTAL	\$52,246.97

20. I have reviewed the detailed time entries for work performed by Dentons’ timekeepers. Based on that review, I reduced Dentons’ gross lodestar fees on the California case by \$35,501.50 to address potential duplication of effort, time spent on non-legal work or other items appropriate for adjustment.

21. If requested by the Court, my firm is prepared to submit for *in camera* review records that detail the work performed by Dentons’ time keepers on the California and Washington cases, along with the specific litigation expenses that Dentons has advanced on both cases.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on this 10th day of June 2021 at San Diego California.

  
 \_\_\_\_\_  
 Christopher J. Healey

# **EXHIBIT E**

1 Kathryn A. Stebner, State Bar No. 121088  
kathryn@stebnerassociates.com  
2 Brian S. Umpierre, State Bar No. 236399  
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3 George Kawamoto, State Bar No. 280358  
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9 SCHNEIDER WALLACE  
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10 2000 Powell Street, Suite 1400  
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11 Telephone: (415) 421-7100  
12 Facsimile: (415) 421-7105

13 Attorneys for Plaintiffs and the  
Settlement Class

14 **UNITED STATES DISTRICT COURT**  
15 **NORTHERN DISTRICT OF CALIFORNIA - OAKLAND**  
16

17 Kathi Troy, as Successor-in-Interest to the  
Estate of June Newirth; Barbara Feinberg;  
18 Elizabeth Barber, Andrew Bardin, and  
Thomas Bardin as successors-in-interest to  
19 the Estate of Margaret Pierce; and Carol  
Morrison, by and through her Attorney-in-  
20 Fact Stacy Van Vleck, on their own behalves  
and on behalf of others similarly situated,

21 Plaintiffs,

22 v.

23 Aegis Senior Communities, LLC, dba Aegis  
24 Living; and Does 1 Through 100.,

25 Defendants.  
26  
27  
28

Case No.: 4:16-cv-03991-JSW

**DECLARATION OF  
GUY B. WALLACE IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND COSTS**

Date: August 20, 2021

Time: 9:00 a.m.

Place: Courtroom 5, 2nd Floor

Judge: Hon. Jeffrey S. White

1 I, Guy B. Wallace, declare as follows:

2 1. I am a senior partner at the law firm of Schneider Wallace Cottrell Konecky LLP  
3 (“Schneider Wallace” or “SWCK”). I am a member in good standing of the bar of the State of  
4 California. I am one of the counsel of record for the named Plaintiffs and the putative class they  
5 represent whose claims are being resolved through the proposed settlement of *Newirth v. Aegis*  
6 *Senior Communities LLC*, N.D. Cal. Case No 4:16-cv-03991-JSW (the “California case”) and  
7 *Morrison v. Aegis Senior Communities LLC*, Wash. State Case No. 18-2-06326-4 SEA ( the  
8 “Washington case”). I have personal knowledge of the facts set forth in this Declaration and  
9 could and would testify competently to them.

10 2. I am providing this Declaration in support of Plaintiffs’ Motion for Reasonable  
11 Attorneys’ Fees and Costs in the above-captioned matter.

12 **QUALIFICATIONS OF COUNSEL**

13 3. I graduated from Harvard Law School in 1993. From 1993 to 1994, I was a  
14 Skadden Fellow at the Disability Rights Education and Defense Fund (“DREDF”). From 1994 to  
15 1998, I was a Skadden Fellow and then Staff Attorney at Disability Rights Advocates. Between  
16 March 1998 and June 2000, I was a Staff Attorney at the Legal Aid Society of San Francisco/  
17 Employment Law Center (“ELC”) and served as head of the disability rights practice at ELC. I  
18 became a partner in the firm of Schneider & Wallace in June 2000 and have held that position  
19 since that time. In 2019, the firm changed its name to Schneider Wallace Cottrell Konecky LLP.

20 4. During my twenty-seven (27) years of practice I have had extensive experience in  
21 class actions and other complex litigation. In particular, I have specialized in disability civil rights  
22 class actions as well as wage and hour, employment and other consumer class action matters. I  
23 have served as lead counsel, co-lead counsel, or class counsel in more than thirty certified class  
24 actions, and have done so through trial and on appeal. These cases have included, among others,  
25 the following:

- 26 • *Nevarez v. Forty Niners Football Co., LLC*, Case No. 5:16-cv-07013-LHK (SVK);  
27 lead counsel in a systemic, disability class action under both Titles II and III of the  
28 Americans with Disabilities Act of 1990 and California’s Unruh Civil Rights Act

1 involving a major sports and concert venue and its surrounding parking and  
2 pedestrian right of way. The relief obtained through a negotiated settlement  
3 following extensive litigation and an order certifying both a damages and  
4 injunctive relief class included the remediation of thousands of access barriers and  
5 statutory damages for class members totaling \$24 million dollars, the largest class  
6 damages fund yet achieved in a disability access case involving a public  
7 accommodation in the United States.

- 8 • Willits v. City of Los Angeles, Case No. 10-05782 CBM (RZx) (C.D. Cal.): lead  
9 counsel in systemic, disability access class action involving claims under Title II of  
10 the Americans with Disabilities Act of 1990. This case settled for \$1.4 billion in  
11 injunctive relief remedying physical access barriers to persons with mobility  
12 disabilities in the City’s pedestrian rights of way, the largest systemic disability  
13 access settlement in United States history
- 14 • Winans v. Emeritus Corp., Case No. 3:13-cv-03962-SC (N.D. Cal.): co-lead  
15 counsel in consumer class action involving claims for violations of California’s  
16 Consumer Legal Remedies Act and violations of California’s elder financial abuse  
17 statute. This case settled for \$13 million and injunctive relief.
- 18 • Kirola v. City and County of San Francisco, Case No. 4:07-cv-03685 SBA (EMC)  
19 (N.D. Cal.): lead counsel in systemic, disability access class action involving  
20 claims under the Americans with Disabilities Act.
- 21 • Shemaria v. County of Marin, Case No. CV 082718 (Marin County, Sup. Ct.): lead  
22 counsel in disability access class action involving claims under Title II of the  
23 Americans with Disabilities Act of 1990 and California Government Code §  
24 11135, et seq. This case settled for \$15 million in injunctive relief remedying  
25 physical access barriers to persons with mobility disabilities in the County’s Civic  
26 Center, parks, swimming pools, libraries and pedestrian right of way.
- 27 • Williams v. H&R Block, Case No. RG08366506 (Alameda County, Sup. Ct.,  
28 Complex Cases Dept.): co-lead counsel in state-wide wage and hour class action on

1           behalf of managers at H&R Block alleging misclassification and failure to pay  
2           overtime hours and all hours worked. This case settled for \$6.4 million.

- 3           • Holloway v. Best Buy, Case No. C-05-5056 PJH (MEJ) (N.D. Cal.): class counsel  
4           in Title VII pattern or practice class action settlement regarding race and gender  
5           discrimination. This case settled for injunctive relief regarding the company's  
6           policies, procedures and practices regarding promotions and compensation.
- 7           • Rosa v. Morrison Homes, Case No. 373059 (Stanislaus County, Sup. Ct., Complex  
8           Cases Dept.): co-lead counsel in construction defect class action involving 400  
9           homes. This case settled for \$5.9 million including repairs to the subject homes.
- 10          • Wren v. RGIS, Case No. C-06-05778 JCS (N.D. Cal.): lead counsel in wage and  
11          hour national class action involving federal FLSA violations. This class included  
12          over 62,000 RGIS employees. This case settled for \$27 million in addition to  
13          injunctive relief regarding company policies and procedures regarding payment for  
14          all employee hours worked.
- 15          • Chau v. CVS, Case No. BC349224 (Los Angeles County, Sup. Ct., Complex Cases  
16          Dept.): co-lead counsel in wage and hour settlement on behalf of state-wide class  
17          of pharmacists alleging meal and rest period violations as well as overtime pay  
18          violations. This case settled for \$19.75 million.
- 19          • Satchell v. FedEx Express, Inc., Case No. C-03-2659 SI (N.D. Cal.): co-lead  
20          counsel in Title VII pattern or practice class action regarding race discrimination.  
21          This case settled for over \$38 million and injunctive relief regarding the company's  
22          employment policies, procedures and practices.
- 23          • Cherry v. City College of San Francisco, Case No. C-04-4981 WHA (N.D. Cal.):  
24          lead counsel in class action regarding physical and programmatic access to the San  
25          Francisco Community College District on behalf of students with mobility  
26          disabilities. This case led to a Stipulated Judgment that resulted in the expenditure  
27          of over \$20 million in injunctive relief remedying physical access barriers to  
28          persons with mobility disabilities in numerous campuses of City College.

- 1 • Lopez v. San Francisco Unified School District, Case No. C-99-3260 SI (N.D.  
2 Cal.): lead counsel in class action regarding physical and programmatic access to  
3 the San Francisco public schools on behalf of students and adults with mobility  
4 and/or vision disabilities. This case resulted in a Stipulated Judgment against the  
5 school district requiring over \$400 million in injunctive relief remedying physical  
6 access barriers to persons with mobility disabilities in 100 of the district's schools.
- 7 • Lenahan v. Sears, Roebuck & Co., Case No. 3-02-CV-000045 (SRC) (TJB)  
8 (D.N.J.): class counsel in wage and hour collective action challenging failure to pay  
9 employees for all hours worked as required by the Fair Labor Standards Act. This  
10 case settled for \$15 million.
- 11 • Singleton v. Regents of the University of California, Case No. 807233-1 (Alameda  
12 County, Sup. Ct., Complex Cases Dept.): class counsel in employment  
13 discrimination action against Lawrence Livermore National Laboratory for gender  
14 discrimination against women in promotion, compensation and other terms and  
15 conditions of employment. This case settled for \$10.6 million and injunctive relief  
16 regarding the Laboratory's employment policies, procedures and practices.
- 17 • Bates v. United Parcel Service, Case No. C-99-02216 TEH, 204 F.R.D. 440 (N.D.  
18 Cal. 2001): class counsel on behalf of nationwide class of deaf and hard of hearing  
19 employees of UPS. This case settled for \$5.8 million.
- 20 • Siddiqi v. Regents of the University of California, Case No. C 99-0970 SI, 2000  
21 WL 33190435, 81 F. Supp. 2d 972 (N.D. Cal. 1999): lead counsel in class action  
22 against two campuses of the University of California for failing to adopt and  
23 implement appropriate policies and procedures regarding auxiliary aids and  
24 services for students who are deaf or hard of hearing as required by the Americans  
25 with Disabilities Act. This case settled for injunctive relief including changes to  
26 the Universities' policies, procedures and practices for accommodating students  
27 who are deaf or hard of hearing, as well as the remediation of communications  
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1 access barriers in University lecture halls and classrooms through the installation of  
2 assistive listening systems and other access equipment and features.

- 3 • Weissman v. Trustees of the California State University, Case No. Civ. 97-02326  
4 MMC (MEJ), 1998 U.S. Dist. LEXIS 22615, 1999 WL 1201809 (N.D. Cal.): co-  
5 lead counsel in class action on behalf of students and faculty members with  
6 mobility and/or visual impairments against the San Francisco State University for  
7 denial of programmatic access. This case settled for \$5 million in injunctive relief  
8 requiring the removal of physical access barriers to persons with mobility and/or  
9 visual impairments at San Francisco State University.
- 10 • Gustafson v. Regents of the University of California, Case No. C-97-4016 BZ  
11 (N.D. Cal.): co-lead counsel in class action on behalf of students with mobility  
12 and/or vision disabilities against the Regents of the University of California for  
13 denial of physical and programmatic access at the University of California at  
14 Berkeley campus.
- 15 • C.P. v. City and County of San Francisco, Case No. 976437 (San Francisco  
16 County, Sup. Ct.): lead counsel in class action challenge to policy cutting off child  
17 care benefits to foster children with disabilities. This case was resolved with the  
18 entry of a permanent injunction against the policy after the plaintiffs obtained a  
19 TRO from the court.
- 20 • Guckenberger v. Boston University, 974 F. Supp. 106 (D. Mass. 1997); 957 F.  
21 Supp. 306 (D. Mass. 1997): class counsel in action on behalf of students with  
22 learning disabilities against a private university for policies limiting access to  
23 reasonable accommodations. This case was tried with plaintiffs obtaining  
24 substantial changes in defendants' policies and damages for the named plaintiffs.
- 25 • Thomas v. BASS, Case No. 733496-8 (Alameda County, Sup. Ct.): class counsel in  
26 class action on behalf of all BASS Tickets patrons in Northern California with  
27 mobility disabilities denied equal access to defendant's ticket selling services. This  
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1 action settled with plaintiffs obtaining changes in defendant’s policies and  
2 damages.

- 3 • Putnam v. Oakland Unified School District, Case No. Civ. 93-3772 CW, 1995 US  
4 Dist. LEXIS 22122, 1995 WL 873734 (N.D. Cal.): class counsel in class action  
5 against large urban school district under state and federal law for the District’s  
6 failure to make its programs and facilities accessible to students with mobility  
7 disabilities. Plaintiffs’ motion for summary judgment was granted. The case was  
8 settled requiring the defendant to make at least 25 of its schools fully accessible.

9 5. I serve as a member of the Board of Directors of The San Francisco Trial Lawyers  
10 Association. I have served as a member of the Board of Directors of the Bar Association of San  
11 Francisco. I have also served on the Board of Directors of Disability Rights California, a section  
12 501(c)(3) organization committed to protecting the civil rights of persons with disabilities. I am a  
13 member of the bar of the Ninth Circuit Court of Appeals and of the United States Supreme Court.  
14 I have served as counsel in both of those courts on matters relating to employment and disability  
15 civil rights. I have been named a “Super Lawyer” in the area of civil rights by Northern California  
16 Super Lawyers magazine for the past ten years.

17 6. The firm of Schneider Wallace Cottrell Konecky LLP has an extensive practice in  
18 the areas of race discrimination, gender discrimination, wage and hour violations, disability civil  
19 rights (including both employment discrimination and access to public entities and public  
20 accommodations), and actions brought on behalf of consumers under both federal and state law.  
21 Class action litigation is the major focus of the firm. Todd Schneider founded the firm in 1993.  
22 Schneider Wallace employs between 15 and 20 attorneys and has acted or is acting as class  
23 counsel on numerous cases, including those identified on the firm resume. The firm has  
24 represented plaintiffs at all levels including the federal and state trial courts, the California Courts  
25 of Appeal, the California Supreme Court, the Ninth Circuit Court of Appeals, and the United  
26 States Supreme Court.

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**Summary and Overview of Work Performed by SWCK in This Case**

7. SWCK played an integral role in representing the Class Members at each stage of the proceedings in this case, including the pleading stage, discovery, class certification, expert discovery, dispositive motions, and settlement. SWCK assisted the co-counsel firms in preparation of all major motions. In addition, Schneider Wallace attorneys defended the deposition of one of the Plaintiffs and assisted in the preparation for the other depositions in this case, including the depositions of expert witnesses. SWCK also played a critical role in creating and maintaining a database to host the 40,000+ documents produced by Defendants and third parties in this case.

**Fees Incurred by SWCK**

8. SWCK attorneys provided legal services in the prosecution of this litigation and incurred fees for such services in the following amounts:

TIME KEEPER	RATE	TIME	CHARGES
Wallace, Guy (GBW) Senior Partner	\$1,005	533.50	\$536,167.50
Close, Travis (TCC) Associate	\$690	95.00	\$65,550.00
Colby, Sarah (SXC) Associate	\$840	380.4	\$319,536.00
Johnson, Mark (MTJ) Of Counsel	\$925	86.40	\$79,920.00
<b>Grand Total:</b>		1,095.3	\$1,001,173.50

**The Schneider Wallace Attorneys and Their Roles**

9. Guy Wallace, the undersigned, is a 1993 graduate of Harvard Law School, I have been practicing law for 27 years. From 1993 to 1994, I was a Skadden Fellow at the Disability Rights Education and Defense Fund. From 1994 to 1998, I was a Skadden Fellow and then Staff Attorney at Disability Rights Advocates. Between March 1998 and June 2000, I was a Staff Attorney at the Legal Aid Society of San Francisco/ Employment Law Center and served as head of the disability rights practice. I became a partner in the firm then known as Schneider & Wallace in June 2000. I have been recognized as one of the best disability rights litigators in the nation,

1 and courts have found that I have special expertise in disability rights and class action litigation.  
2 *See, e.g., Lopez v. S.F. Unified Sch. Dist.*, 385 F. Supp. 2d 981, 991 (N.D. Cal. 2005). I serve on  
3 the Board of the San Francisco Trial Lawyers Association. I have been a “Super Lawyer” for the  
4 past ten years.

5 10. In this case my work included almost all aspects of the litigation, including work  
6 involving factual investigation, client communications, legal research, the preparation of the  
7 Complaint, the oppositions to Defendants’ motions to dismiss and to strike the class allegations,  
8 the opposition to Defendants’ motion for summary judgment, the motion for class certification and  
9 the negotiation of the terms of the Settlement.

10 11. The 2021 hourly rate that SWCK seeks for my own services in this case is \$1005.00  
11 per hour. Having reviewed the market, my firm has determined that my rate is within the market  
12 range charged by attorneys of comparable experience, expertise, and reputation for similar  
13 services in the Central District of California. My background and experience are described *supra*  
14 at ¶¶ 3-6

15 12. Mark T. Johnson is of counsel at SWCK. He received his J.D. from the University  
16 of California, Los Angeles in 1977 and his B.A. in political science from the University of  
17 California at Berkeley in 1974. He has extensive experience in representing plaintiffs in the areas  
18 of consumer protection, ERISA, employment and disability discrimination, and has specialized in  
19 class action litigation for more than twenty (20) years. Before relocating to the Bay Area in 1999,  
20 Mr. Johnson was the Director of the Western Law Center for Disability Rights in Los Angeles and  
21 the disability rights clinical law program at Loyola Law School.

22 13. Mr. Johnson started working on this case in October 2019. He worked extensively  
23 on case pleadings, including Plaintiffs’ opposition to the motion for summary judgment and  
24 Plaintiffs’ Motion for Class Certification. He also assisted Ms. Colby with opposing Defendants’  
25 appeal of this Court’s Order denying their motion to compel arbitration, including preparation for  
26 oral argument. Mr. Johnson’s 2021 hourly rate is \$925.

27 14. Sarah Colby was an associate at SWCK. Ms. Colby received her J.D. from the  
28 University of California, Hastings in 1997 and her B.A. from Princeton University in 1990. She

1 clerked for the Hon. Charles A. Legge (Ret.) of the Northern District of California from 1997-98.  
2 She was a Skadden Fellow at the Legal Aid Society of San Francisco—Employment Law Center  
3 from 1998-2000.

4 15. Ms. Colby worked on this case from its inception until her departure from the firm  
5 at the end of 2018. She drafted Plaintiffs’ Answering Brief on appeal of this Court’s Order  
6 denying Defendants’ motion to compel arbitration and argued the matter in the Ninth Circuit,  
7 investigated the facts of the case, interviewed and communicated with the clients, conducted legal  
8 research, drafted memoranda on pertinent issues, defended the deposition of one of the Plaintiffs  
9 and assisted in drafting the Complaint. Ms. Colby also worked on opposing Defendants’ motion  
10 to dismiss and to strike the class allegations. Ms. Colby’s 2021 hourly rate is \$840.

11 16. Travis Close is an associate at SWCK. He received his J.D. from Northeastern  
12 University School of Law in 2015. Mr. Close’s practice focuses on systemic disability access,  
13 elder abuse and consumer class actions.

14 17. Mr. Close became SWCK’s primary associate on this matter after Ms. Colby’s  
15 departure from the firm in December of 2018. His work on the case began with assisting in  
16 drafting the Answering Brief to Defendants’ appeal of this Court’s denial of their motion to  
17 compel arbitration, including conducting legal research and editing the brief. He assisted in the  
18 drafting and preparation of Plaintiffs’ Motion for Class Certification, including conducting legal  
19 research, preparing and organizing the appendices, and verifying case law citations and cites to the  
20 record throughout. He also assisted in drafting the Opposition to Defendants’ Motion for  
21 Summary Judgment, including analyzing key deposition testimony to be included, edits and  
22 revisions to declarations filed in support, and verifying the accuracy of citations to cases and  
23 exhibits filed in the record. Mr. Close’s 2021 hourly rate is \$690.

24 **Rates (Including “Historic Rate” Information)**

25 18. The hourly rates identified in the above table for the SWCK attorneys who worked  
26 on this case are based on my firm’s experience and knowledge of the market and prior fee awards  
27 for work performed by these and other SWCK attorneys. I believe the rates sought are reasonable  
28 and fall within the market range for attorneys of comparable experience, expertise and reputation

1 who provide similar services in the Northern District of California. SWCK's hourly rates are  
2 routinely approved by federal and state courts in the Northern District and Central District of  
3 California.

4 19. SWCK's 2021 partner and associate rates were approved by Judge Bernal in *C.T. v.*  
5 *California Department of Social Services*, C.D. Cal. Case No. 5:18-cv-01655-JGB-KK, Dkt. No.  
6 78 at 10 (C.D. Cal. Mar. 1, 2021). A true and correct copy of this Order is attached as Exhibit A.

7 20. SWCK's 2021 partner and associate rates were approved by Magistrate Judge  
8 Beeler in *Villafan v. Broadpectrum Downstream Services, Inc.*, N.D. Cal. Case No. 18-cv-06741-  
9 LB, Dkt. No. 150 at 16 & nn. 55-56 (N.D. Cal. Apr. 8, 2021) ("the billing rates are normal and  
10 customary (and thus reasonable) for lawyers of comparable experience doing similar work"). A  
11 true and correct copy of this Order is attached as Exhibit B.

12 21. SWCK's 2019 hourly rates were approved by Judge Koh in *Nevarez v. Forty Niners*  
13 *Football Co., LLC*, 474 F.Supp.3d 1041, 1050 (N.D. Cal. 2020). In *Nevarez*, Judge Koh approved  
14 SWCK's 2019 hourly rates for Guy B. Wallace (\$925), Mark T. Johnson (\$875), Sarah Colby  
15 (\$840), and Travis C. Close (\$680).

16 22. SWCK's 2018 rates were approved in the matter of *Shaw v. AMN Services, LLC*,  
17 Case No. 3:16-cv-02816 JCS (N.D. Cal. May 31, 2019). In its Order Granting Plaintiffs' Motion  
18 for Reasonable Attorneys' Fees and Costs, the Court approved SWCK's rates and found "[t]he  
19 hourly rates of Class Counsel Schneider Wallace Cottrell Konecky Wotkyms LLP also have  
20 consistently and recently been approved as reasonable by the courts. *See, e.g., Villalpando v. Exel*  
21 *Direct Inc.*, 2016 WL 7740854, at \*1 (N.D. Cal. Dec. 12, 2016); *see also Knapp v. Art.com, Inc.*,  
22 No. 3:16-cv-00768-WHO (N.D. Cal. October 24, 2018); *Janssen v. Square, Inc.*, Case No. CGC-  
23 16-549980, Superior Court of California, County of San Francisco, Order dated September 26,  
24 2018; *Winans v. Emeritus Corp.*, 2016 WL 107574, at \*8 (N.D. Cal. Jan. 11, 2016); *Carnes v.*  
25 *Atria Senior Living Inc.*, Case No. 14-cv-02727-VC, Dkt. No. 115, at 4-5 (N.D. Cal. July 12,  
26 2016); *Meza v. S.S. Skikos, Inc.*, Case No. 3:15-cv-01889-THE, Dkt. No. 58, at 4 (N.D. Cal. May  
27 25, 2016)." *Id.* at ¶ 8. A true and correct copy of this Order is attached as Exhibit C.

28

1           23. Many firms increase their hourly rates by anywhere from five (5) to ten (10) percent  
2 per year. Courts have recognized that this is appropriate. For example, a ten percent (10%)  
3 increase in 2016 rates over 2015 rates was found reasonable in *Our Children’s Earth Foundation*  
4 *v. National Marine Fisheries Service*, No. 14-cv-01130-WHO, 2017 WL 783490, at \*11 (N.D.  
5 Cal. Mar. 1, 2017) (absent “specific justification” supporting higher increase, plaintiff’s attorneys  
6 entitled to 10 percent increase in 2016 rates over 2015 rates”); *see also Charlesbois v. Angels*  
7 *Baseball LP*, 993 F. Supp. 2d 1109, 1122 (C.D. Cal. 2012) (“In fact, courts routinely recognize  
8 that fee rates increase over time based on a variety of factors.”) (collecting authorities); *Parker v.*  
9 *Vulcan Materials Co. Long Term Disability Plan*, EDCV 07-1512 ABC (OPx), 2012 WL 843623,  
10 at \*7 (C.D. Cal. Feb. 16, 2012) (approving as reasonable an approximate 10% increase between  
11 2011 and 2012 rates because “[i]t is common practice for attorneys to periodically increase their  
12 rates for various reasons, such as to account for expertise gained over time, or to keep up with the  
13 increasing cost of maintaining a practice”); *Armstrong v. Brown*, 805 F. Supp. 2d 918, 921 (N.D.  
14 Cal. 2011) (approving increases in attorney rates over two year period because of increases in rates  
15 among law firms over that time and also because of “the additional experience the individuals  
16 accrued over the two-year period”).

17           24. In 2020, upon review of the prevailing rates in the Northern District of California  
18 and the Central District of California, our firm decided to raise its rates to accord with increases in  
19 the prevailing range of market rates for complex litigation, including class action matters. As part  
20 of this increase, we raised our senior partner rates by approximately 9% (*i.e.*, from \$925 per hour  
21 to \$1005 per hour). Mr. Johnson’s rate was increased by approximately 6% (*i.e.*, from \$875 per  
22 hour to \$925 per hour). Ms. Colby’s rate was not increased. Mr. Close’s rate was increased by  
23 \$10 per hour. SWCK’s 2021 rates are the same as its 2020 rates.

24           25. The following chart show the “historic rates” for SWCK’s partners, of counsel, and  
25 associates who performed work on the above-captioned matter:  
26  
27  
28

<b>Attorney</b>	<b>Law School / Year of Graduation</b>	<b>2021 Rate</b>	<b>2020 Rate</b>	<b>2019 Rate</b>	<b>2018 Rate</b>	<b>2017 Rate</b>
Guy B. Wallace	Harvard Univ., 1993	\$1005	\$1005	\$925	\$835	\$835
Mark T. Johnson	U.C.L.A., 1977	\$925	\$925	\$875	\$825	\$825
Sarah Colby	U.C. Hastings, 1997	\$840	\$840	\$840	\$775	\$775
Travis Close	Northeastern Univ., 2015	\$690	\$690	\$680	\$650	\$600

**Method of Recording Time**

26. The practice of both myself and the attorneys at my firm is to record time in tenth of an hour increments, and to do so as contemporaneously as possible with the expenditure of the time by the attorney.

**Appropriate Billing Judgment Was Exercised**

27. In the exercise of billing judgment I have reviewed and revised the billing records on an entry-by-entry basis to eliminate inefficiencies and other billing entries that should not be claimed. The remaining time was all reasonable and necessary for the prosecution of this case.

28. To the extent that particular time entries by Schneider Wallace legal staff reflect arguably unproductive or duplicative hours, we have not requested fees based thereon. In this matter I made the following exercise of billing judgment in which I either excluded or reduced particular time entries.

29. First, I generally deleted all time expended on the matter by any attorneys, paralegals and law clerks who worked on this matter for less than forty (40) hours so as to eliminate any potential inefficiencies arising from the use of lawyers, paralegals or law clerks who were unfamiliar with the litigation and who would require the expenditure of time to achieve working familiarity with the claims. Second, I have also excluded or reduced time entries in my own records that I concluded to be non-billable, or other entries that were excessive, clerical, erroneous or otherwise non-compensable. I also followed the same process with the entries made by other attorneys for whom we seek compensation.



30. The foregoing exercises of billing judgment eliminated \$80,313 from the Schneider Wallace lodestar in this matter, or 7.4%.

31. Despite the diligent efforts of counsel in reviewing these billing records, it is possible that the billing records still contain a very minor number of entries that Counsel intended to delete on the bases described above.

**Plaintiffs’ Requested Costs and Litigation Expenses**

32. SWCK has incurred costs and litigation expenses in this matter in the amount of \$239,394.34 as follows:

Vendor Category	Amount
Expert Fees	\$128,200.00
JND eDiscovery - Document Hosting	\$98,419.98
JAMS, Inc. - Arbitration	\$5,525.00
Printing, Copying, & Office Supply	\$3,899.48
Westlaw, Pacer, & Lexis Research	\$1,798.49
Deposition Reporting	\$859.60
Courier Service	\$634.52
Personal Mileage & Taxi	\$57.27
<b>TOTAL</b>	<b>\$ 239,394.34</b>

33. In the opinion of the undersigned, the foregoing costs and expenses were reasonably incurred by SWCK and were necessary to the successful prosecution of this litigation.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this Declaration was executed on June 9, 2021, in Emeryville, California.

/s/ Guy B. Wallace  
Guy B. Wallace  
Attorneys for Plaintiffs

# EXHIBIT A

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
CIVIL MINUTES—GENERAL

Case No. **EDCV 18-1655 JGB (KKx)** Date March 1, 2021

Title ***C.T. v. California Department of Social Services, et al.***

Present: The Honorable **JESUS G. BERNAL, UNITED STATES DISTRICT JUDGE**

**MAYNOR GALVEZ & NOE PONCE**

Deputy Clerks

**PHYLLIS A. PRESTON**

Court Reporter

Attorney(s) Present for Plaintiff(s):

Mark Thomas Johnson

Attorney(s) Present for Defendant(s):

Amber L. Roller  
Benjamin G. Diehl

**Proceedings: Order (1) GRANTING Plaintiff’s Motion for a Service Award (Dkt. No. 69); (2) GRANTING Plaintiff’s Motion for Award of Attorneys’ Fees and Expenses (Dkt. No. 70); and (3) GRANTING Plaintiff’s Motion for Final Approval of Class Action Settlement (Dkt. No. 73.)**

Before the Court are three Motions: Plaintiff’s Motion for a Service Award; Plaintiff’s Motion for Attorneys’ Fees and Expenses; and Plaintiff’s Motion for Final Class Action Settlement Approval. (“Motion for Service Award,” Dkt. No. 69; “Motion for Attorneys’ Fees,” Dkt. No. 70; “Motion for Final Approval,” Dkt. No. 73.) The Court held a final approval hearing via telephone on March 1, 2021. After considering the papers filed in support of the matter, as well as oral argument, the Court GRANTS all three Motions.

### I. BACKGROUND

Plaintiff C.T. is a ten-year-old with cerebral palsy who uses a wheelchair for mobility. (Dkt. No. 61-1 ¶ 10.) In the summer of 2016, after she had initially been accepted to participate in a childcare program offered through YMCA of the East Valley located at her elementary school, the YMCA informed C.T.’s mother, Delena Serafin, that the program could not accept C.T. because she used a wheelchair. (*Id.*) The YMCA told Ms. Serafin that it did not have the required license to accept non-ambulatory children under state regulations, and it was not willing to seek the proper fire clearance that would allow C.T. to participate in its program. (*Id.*) The specific regulation at issue was Title 22 of the California Code of Regulations, Section 101161, which provided in relevant part that “[c]hild care centers or rooms approved for ambulatory children only shall not be used by nonambulatory children.” (*Id.* ¶ 11.)

On August 8, 2018, Plaintiff C.T. filed a complaint against Defendants California Department of Social Services, Will Lightborne, Pat Leary, Pamela Dickfoss (collectively, “State Defendants”), YMCA of the East Valley, and Doe Defendants on behalf of herself and a putative class of non-ambulatory children. (“Complaint,” Dkt. No. 1.) Plaintiff alleged that Section 101161 discriminated against children with mobility disabilities in violation of Title II of the Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12131 *et. seq.* (“Title II”). (Complaint pp. 1-2.) Plaintiff also sought damages and injunctive relief against the YMCA of the East Valley to enjoin it from relying on state licensing regulations she alleged were in violation of Title III of the ADA, 42 U.S.C. § 12181 *et. seq.* (“Title III”), and the Unruh Civil Rights Act, Cal. Civ. Code § 51 *et. seq.* (“Unruh Act”). (*Id.*)

On October 5, 2018, State Defendants filed an Answer denying all liability. (Dkt. No. 23.) On October 10, 2018, YMCA of the East Valley did the same. (Dkt. No. 24.) On November 19, 2018, the parties began settlement negotiations. (Dkt. No 61-1 ¶ 23.) By January 1, 2019, State Defendants agreed to seek repeal of Section 101161. (Dkt. No. 35 p. 1.) Effective June 17, 2019, State Defendants amended Section 101161, which now “merely prohibits child care licensees from operating a child care center beyond the conditions and limitations specified on the license.” (Dkt. Nos. 42, 61-1 ¶ 26.) In March 2020, the parties finalized a prospective settlement agreement, which acknowledges the repeal of Section 101161 and confirms that the YMCA has obtained fire clearance for non-ambulatory children in its childcare programs. (Dkt. No. 61-1 ¶¶ 28-32.)

On October 29, 2020, the Court granted preliminary approval of the class settlement and set a schedule for class notice. (Dkt. No. 64.) On December 14, 2020, Plaintiff filed the Motion for Service Award. (Dkt. No. 69.) In support of the Motion for Service Award, Plaintiff filed a Declaration of Delena Serafin. (“Serafin Declaration,” Dkt. No. 69-1.)

Also on December 14, 2020, Plaintiff filed the Motion for Attorneys’ Fees and Costs. (Dkt. No. 70.) In support of the Motion for Attorneys’ Fees, Plaintiff also filed:

- Declaration of Guy B. Wallace (“First Wallace Declaration,” Dkt. No. 70-1); and
- Exhibits A-G to the Wallace Declaration, (Dkt. Nos. 70-2 – 70-8.)

The same day, State Defendants filed certification that they disseminated class notices, accompanied by a declaration from Chana Wynne Swan. (Dkt. No. 71.)

On February 16, 2021, Plaintiff filed the Motion for Final Approval. (Dkt. No. 73.) In support of the Motion for Final Approval, Plaintiff also filed:

- Declaration of Guy B. Wallace (“Second Wallace Declaration,” Dkt. No. 73-1); and
- Exhibit A to the Second Wallace Declaration (Dkt. No. 73-2).

Plaintiff also filed a Notice for an Order Approving Minor’s Compromise, noticed for hearing on March 22, 2021. (Dkt. No. 74.)

## II. THE SETTLEMENT AGREEMENT

The parties' settlement agreement is described in detail in the Court's October 29, 2020 Order. (Dkt. No. 64.) The settlement agreement itself (the "Agreement") is also in the record. (See Agreement, Dkt. No. 61-1, Exh. A.)

### A. Financial Terms

There is no classwide monetary relief in the Agreement—Plaintiff brought a class action for declaratory and injunctive relief pursuant to Federal Rule of Civil Procedure 23(b)(2). (See Complaint, Agreement.) Plaintiffs' Motion for Attorneys' Fees is considered separately.

### B. Settlement Class Members

The Settlement Class includes: "All children with mobility disabilities between the ages of three (3) and seventeen (17) who use wheelchairs, scooters, canes or other mobility aids and who reside in California and who have attempted or will attempt to enroll in a child care program licensed by the State of California." (Agreement § 3.1.) The relief provided to the class in the Agreement is limited to equitable relief. (Agreement § 3.2.)

### C. Class Representative

The Agreement awards \$1,000 to Plaintiff C.T. as a service award. (Agreement § 6.1.) This award is separate from C.T.'s claims for damages. (*Id.*) The Agreement remains in full force and effect if the Court declines or reduces the service award. (*Id.* § 6.3.)

### D. Settlement Administration Costs

Costs associated with class notice were borne by State Defendants. (Dkt. No. 71.) There is no classwide monetary settlement requiring distribution.

### E. Injunctive Relief

Effective June 17, 2019, State Defendants amended Title 22, California Code of Regulations, section 101161 "to remove any alleged discriminatory effect." (Agreement § 4.1.1.) State Defendants agree to refrain from reinstating Section 101161 as it existed at the time the Complaint was filed as well as adopting any future regulation with the effect of permitting licensed child care centers to deny access to disabled children on the basis that rooms are only approved for ambulatory children. (*Id.*) Additionally, Defendant YMCA confirms it has obtained non-ambulatory fire clearance for its licensed childcare programs. (*Id.* at § 4.1.2.) Section 101161 used to read, in relevant part: "Child care centers or rooms approved for ambulatory children only shall not be used by nonambulatory children. . . . Children whose condition becomes nonambulatory shall not use rooms or areas restricted to ambulatory

children.” 22 CCR § 101161 (2018). Section 101161 now reads: “A licensee shall not operate a child care center beyond the conditions and limitations specified on the license, including the capacity limitation.” 22 CCR § 101161.

## F. Release

Under the Agreement, settlement class members release claims against Defendants “for injunctive or declaratory relief based on the claims asserted in the Complaint or claims that could have been asserted based on the facts alleged in the Complaint on behalf of the Class[.]” (Agreement § 8.1.2.) Plaintiff C.T. additionally releases claims for damages in exchange for a monetary settlement. (Wallace Declaration ¶¶ 35-36.) Though Plaintiff receives damages where unnamed class members receive none, the Agreement does preclude class members who have suffered the same exclusion as Plaintiff to receive a similar monetary damage award in an individual suit. The only claims released are claims that have been effectively and productively addressed by Plaintiff and class counsel in their achievement of injunctive relief (and a change in law) for the class.

## G. Notice

The parties used two forms of class notice, a short form and a long form. (Exhibits A and B to Agreement.) Per the Agreement, the State Defendants were responsible for disseminating class notice and for paying costs of notice. (Agreement § 7.2.) State Defendants certify that they have disseminated notice according to the Agreement. (See Dkt. No. 71.)

## III. LEGAL STANDARD

### A. Class Action Settlement

Class action settlements must be approved by the Court. See Fed. R. Civ. P. 23(e). Whether to approve a class action settlement is “committed to the sound discretion of the trial judge.” Class Plaintiffs v. Seattle, 955 F.2d 1268, 1276 (9th Cir. 1992). A strong judicial policy favors settlement of class actions. Id.

Nevertheless, the Court must examine the settlement as a whole for overall fairness. Cheng Jiangchen v. Rentech, Inc., 2019 WL 5173771, at \*5 (C.D. Cal. Oct. 10, 2019) (citing Hanlon v. Chrysler Corp., 150 F.3d 1011, 1026 (9th Cir. 1998)). Neither district courts nor appellate courts have the power to delete, modify, or substitute provisions in the negotiated settlement agreement. Hanlon, 150 F.3d at 1026. “The settlement must stand or fall in its entirety.” Id.

In order to approve a class action settlement, the court must conduct a three-step inquiry. See Adoma v. Univ. of Phoenix, Inc., 913 F. Supp. 2d 964, 972 (E.D. Cal. 2012). First, it assesses whether the parties have met notice requirements under the Class Action Fairness Act.

Id. Next, it determines whether the notice requirements of Federal Rule of Civil Procedure 23(c)(2)(B) have been satisfied. Id. Finally, the court must find that the proposed settlement is fair, reasonable, and adequate under Rule 23(e)(2). Id.

## **B. Attorneys' Fees**

The procedure for requesting attorneys' fees is set forth in Rule 54(d)(2) of the Federal Rules of Civil Procedure. While the rule specifies that requests shall be made by motion "unless the substantive law governing the action provides for the recovery of . . . fees as an element of damages to be proved at trial," the rule does not itself authorize the awarding of fees. "Rather, [Rule 54(d)(2)] and the accompanying advisory committee comment recognize that there must be another source of authority for such an award . . . [in order to] give[] effect to the 'American Rule' that each party must bear its own attorneys' fees in the absence of a rule, statute or contract authorizing such an award." MRO Commc'ns, Inc. v. AT&T Co., 197 F.3d 1276, 1281 (9th Cir. 1999).

In class actions, statutory provisions and the common fund exception to the "American Rule" provide the authority for awarding attorneys' fees. See Newberg on Class Actions § 14.1 (4th ed. 2005) ("Two significant exceptions [to the 'American Rule'] are statutory fee-shifting provisions and the equitable common-fund doctrine"). Rule 23(h) authorizes a court to award "reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." Fed. R. Civ. Proc. 23(h). Under normal circumstances, once it is established that a party is entitled to attorneys' fees, "[i]t remains for the district court to determine what fee is 'reasonable.'" Hensley v. Eckerhart, 461 U.S. 424, 433 (1983).

## **IV. DISCUSSION**

### **A. Class Action Fairness Act ("CAFA")**

When settlement is reached in certain class action cases, CAFA requires as follows:

Not later than 10 days after a proposed settlement of a class action is filed in court, each defendant that is participating in the proposed settlement shall serve [notice of the proposed settlement] upon the appropriate State official of each State in which a class member resides and the appropriate Federal official . . .

28 U.S.C. § 1715(b). A court is precluded from granting final approval of a class action settlement until the notice requirement is met:

An order giving final approval of a proposed settlement may not be issued earlier than 90 days after the later of the dates on which the appropriate Federal official and the appropriate State official are served with the notice required under [28 U.S.C. § 1715(b)].

28 U.S.C. § 1715(d). Defendants have certified that, on October 13, 2020, they served notice of the Agreement, with copies of the required documents, on the United States Attorney General

and all appropriate state officials. (Dkt. No. 66.) Notice was served more than 90 days before the date of the final approval hearing on March 1, 2021. Notice contained the information required by 28 U.S.C. § 1715(b) and was timely served in the manner required. Accordingly, the CAFA notice requirements have been satisfied.

### **B. Rule 23(a) and (b) Requirements**

In its October 29, 2020 Order, the Court certified a provisional settlement class under Rule 23(b)(3). (Dkt. No. 64.) The Court “need not find anew that the settlement class meets the certification requirements of Rule 23(a) and (b).” Adoma v. Univ. of Phoenix, Inc., 913 F. Supp. 2d 964, 974 (E.D. Cal. 2012); see also Harris v. Vector Marketing, 2012 WL 381202 at \*3 (N.D. Cal. Feb. 6, 2012) (“As a preliminary matter, the Court notes that it previously certified . . . a Rule 23(b)(3) class . . . [and thus] need not analyze whether the requirements for certification have been met and may focus instead on whether the proposed settlement is fair, adequate, and reasonable.”); In re Apollo Group Inc. Securities Litigation, 2012 WL 1378677 at \*4 (D. Ariz. Apr. 20, 2012). Here, the Settlement Class has not changed since it was conditionally certified. All the criteria for class certification remain satisfied, and the Court hereby confirms its order certifying the Settlement Class.

### **C. Rule 23(c)(2) Notice Requirements**

Rule 23(c)(2)(B) requires that the Court “direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). Similarly, Rule 23(e)(1) requires that a proposed settlement may only be approved after notice is directed in a reasonable manner to all class members who would be bound by the agreement. Fed. R. Civ. P. 23(e)(1).

In its October 29, 2020 Order, the Court approved the notice sent to Settlement Class Members. (Dkt. No. 64.) State Defendants have certified that notice has occurred in exactly the way prescribed. (Dkt. No. 71.)

### **D. Fair, Reasonable, and Adequate**

Under Rule 23(e), “the claims, issues, or defenses of a certified class may be settled . . . only with the court’s approval.” Fed. R. Civ. P. 23(e). “The primary concern of [Rule 23(e)] is the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties.” Officers for Justice v. Civil Serv. Comm’n of City & Cty. of San Francisco, 688 F.2d 615, 624 (9th Cir. 1982). The Court’s inquiry is procedural in nature. Id. Pursuant to Rule 23(e)(2), “[i]f the proposal would bind class members, the court may approve it only after a hearing and on finding that it is fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). The Court held a final approval hearing by telephone on March 1, 2021.



In determining whether a settlement agreement is fair, adequate, and reasonable to all concerned, the Court may consider some or all of the following factors:

- (1) the strength of the plaintiff's case;
- (2) the risk, expense, complexity, and likely duration of further litigation;
- (3) the risk of maintaining class action status throughout the trial;
- (4) the amount offered in settlement;
- (5) the extent of discovery completed, and the stage of the proceedings;
- (6) the experience and views of counsel;
- (7) the presence of a governmental participant; and
- (8) any opposition by class members.

Linney v. Cellular Alaska P'ship, 151 F.3d 1234, 1242 (9th Cir. 1998). This list of factors is not exhaustive, and a court may balance and weigh different factors depending on the circumstances of each case. See Torrisi v. Tucson Elec. Power Co., 8 F.3d 1370, 1376 (9th Cir. 1993).

### **1. Strength of Plaintiff's Case**

The initial fairness factor addresses Plaintiff's likelihood of success on the merits. See Rodriguez v. W. Publ'g Corp., 563 F.3d 948, 964-65 (9th Cir. 2009). In determining the probability of Plaintiff's success on the merits, there is no "particular formula by which that outcome must be tested." Id. at 965. Plaintiff and the class have a strong case. However, this case "involved novel applications of federal and state civil rights statutes to child care and fire safety regulations." (Motion for Final Approval at 12.) A favorable result was far from automatic; it was instead obtained through skilled advocacy. This factor favors approval.

### **2. Risk, Expense, Complexity, and Likely Duration of Further Litigation**

In assessing the risk, expense, complexity, and likely duration of further litigation, the Court evaluates the time and cost required. "[U]nless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results." Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc., 221 F.R.D. 523, 526 (C.D. Cal. 2004) (quoting 3 Newberg on Class Actions § 11:50 (4th ed. 2012)). Litigation carries inherent risks, and the parties' settlement affords significant relief that may never have materialized had the parties gone to trial instead of settling. Accord Californians for Disability Rights, Inc. v. Cal. Dept. of Transp., No. 4:06-cv-05125-SBA, 2010 WL 2228531, at \*3 (N.D. Cal. June 2, 2010). This factor favors approval.

### 3. Relief Offered in Settlement

Plaintiff and her counsel have obtained excellent results for the Settlement Class. Plaintiff's Complaint identified a regulation discriminatory to children who use wheelchairs. Effective June 17, 2019, State Defendants amended Title 22, California Code of Regulations, section 101161 to eliminate its discriminatory effect. (Dkt. No. 42 at 3.) State Defendants have also agreed to refrain from reinstating the code section as it existed before June 2019, and from adopting any future regulation that has the effect of permitting licensed child care centers to deny access to children with mobility disabilities on the basis that the centers or rooms are only approved for ambulatory children. Agreement at § 4.1.1. In addition, as a result of the Settlement, the YMCA has confirmed that it has obtained a non-ambulatory fire clearance for its licensed childcare programs. *Id.* at § 4.1.2. It is rare that litigation produces such a happy ending.

### 4. Experience and Views of Counsel

In considering the adequacy of the terms of a settlement, the trial court is entitled to, and should, rely upon the judgment of experienced counsel for the parties. *See DIRECTV, Inc.*, 221 F.R.D. at 528 (“Great weight is accorded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation[.]”) (internal quotation marks and citations omitted). This reliance is appropriate because “[p]arties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party’s expected outcome in the litigation.” *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Here, Class Counsel are qualified and experienced, with extensive experience serving as counsel in contested class actions. *See* Preliminary Approval Order, Dkt. No. 64 at 8-9 (citing Dkt. 61-1 at ¶¶ 6-8). That they recommend approval supports such a finding.

### 5. Presence of a Government Participant

Although State Defendants are government entities, this factor chiefly concerns situations in which the government prosecutes an action. *Hanlon*, 150 F.3d at 1026-28. Accordingly, this factor is neutral.

### 6. Any Opposition by Class Members

The existence of overwhelming support for a settlement agreement by the class lends weight to a finding that the settlement agreement is fair, adequate, and reasonable. *DIRECTV, Inc.*, 221 F.R.D. at 529 (“It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members.”). No class member has objected to the settlement. (*See* Second Wallace Declaration ¶ 34.) Thus, this factor favors approval.

On balance, the factors support final approval of the Agreement. The Agreement is fair, adequate, and reasonable.

## C. Attorneys' Fees and Costs

### 1. Attorneys' Fees and Costs

Class Counsel's calculated lodestar is \$268,839.00 in labor with a total fees-and-costs amount of \$270,161.75. (Motion for Attorneys' Fees at 20.) However, pursuant to the Settlement Agreement, Counsel moves for a lower amount: \$125,000.00. (*Id.*) Courts are obligated to ensure that the attorneys' fees awarded in a class action settlement are reasonable, even if the parties have already agreed on an amount. In re Bluetooth Headset Prods. Liab. Litig., 654 F.3d 935, 941 (9th Cir. 2011).

Generally, the Court may exercise discretion to award attorneys' fees in a class action settlement by applying either the lodestar method or the percentage-of-the-fund method. Fischel v. Equitable Life Assurance Soc'y of U.S., 307 F.3d 997, 1006 (9th Cir. 2002). In actions for injunctive relief, the lodestar method is most appropriate. Muniz v. United Parcel Serv., Inc., 738 F.3d 214, 222 (9th Cir. 2013). A lodestar is calculated by multiplying the number of hours reasonably expended on the litigation by a reasonable hourly rate. McGrath v. Cty. of Nevada, 67 F.3d 248, 252 (9th Cir. 1995). The hourly rates used to calculate the lodestar must be "in line with those prevailing in the community for similar services by lawyers of reasonably comparable skill, experience and reputation." Blum v. Stenson, 465 U.S. 886, 895 n.11 (1984). Next, the Court must decide whether to adjust the "presumptively reasonable" lodestar figure based upon the factors listed in Kerr v. Screen Extras Guild, Inc., 526 F.2d 67, 69-70 (9th Cir. 1975), that have not been subsumed in the lodestar calculation, Caudle v. Bristow Optical Co., Inc., 224 F.3d 1014, 1028-29 (9th Cir. 2000).

Class Counsel submits thorough and detailed records of attorney qualifications, relevant hourly rates, and hours worked. (See Motion for Attorneys' Fees.) In addition, as an exhibit to the Frist Wallace Declaration, Counsel has submitted the Declaration of Richard Pearl, an expert on fee awards and hourly rates of attorneys throughout California. (See First Wallace Declaration, Exh. D.) Though Class Counsel's rates appear high, they have been approved by other courts in similar cases. (See Nevarez v. Forty Niners Football Co., LLC, No. 16-CV-07013-LHK, 2020 WL 4226517, at \*6 (N.D. Cal. July 23, 2020); First Wallace Declaration ¶ 48.) The Court thus finds Class Counsel's lodestar reasonable, and thus finds Counsel's requested award of \$125,000.00 reasonable and justified.

### 2. Service Award

In the Motion for Service Award, Plaintiff requests a service award of \$1,000.00 for named Plaintiff C.T., by and through her mother and guardian ad litem Delena Serafin. The trial court has discretion to award incentives to class representatives. See In re Mego Fin. Corp. Sec. Litig., 213 F.3d 454, 463 (9th Cir. 2000); Pelletz v. Weyerhaeuser Co., 592 F. Supp. 2d 1322, 1329 (W.D. Wash. 2009). The criteria courts have used in considering the propriety and amount of an incentive award include: (1) the risk to the class representative in commencing a class

action, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort invested by the class representative; (4) the duration of the litigation; and (5) the personal benefit, or lack thereof, enjoyed by the class representative as a result of the litigation. Van Vranken v. Atl. Richfield Co., 901 F. Supp. 294, 299 (N.D. Cal. 1995).

Plaintiff's requested service award is appropriate given her extensive participation in this matter, which included numerous meetings, interviews, and Plaintiff's review of critical documents. Indeed, Ms. Serafin "was directly involved with evaluating and providing input into and agreeing to the terms of the class settlement." (Motion for Service Award at 7, citing Serafin Declaration ¶¶ 8-15.) Plaintiff C.T.'s contribution to this litigation has had a substantial impact on the options afforded to other children with mobility disabilities. Her requested service award is granted.

## V. CONCLUSION

For the reasons above, the Court GRANTS Plaintiff's Motion for Final Approval; Plaintiff's Motion for Attorneys' Fees; and Plaintiff's Motion for a Service Award. The Court:

- (1) GRANTS final settlement approval;
- (2) GRANTS the request for attorneys' fees and costs and AWARDS Class Counsel attorneys' fees in the amount of \$125,000.00;
- (3) GRANTS the request for an incentive award and AWARDS \$1,000.00 to Plaintiff C.T., by and through her guardian ad litem Delena Serafin;
- (4) DISMISSES the Complaint WITH PREJUDICE.

**IT IS SO ORDERED.**

# EXHIBIT B

United States District Court  
Northern District of California

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
San Francisco Division

ANGEL VILLAFAN, on behalf of  
themselves and others similarly situated,

Plaintiff,

v.

BROADSPECTRUM DOWNSTREAM  
SERVICES, INC., et al.

Defendant.

Case No. 18-cv-06741-LB

**ORDER GRANTING FINAL  
APPROVAL**

Re: ECF No. 138

**INTRODUCTION**

The class members — current and former nonexempt employees who provide safety and support services at Broadspectrum’s oil refineries — challenge Broadspectrum’s alleged failure to pay them for their off-the-clock work, provide meal-and-rest breaks, or reimburse expenses, in violation of federal and state wage-and-hours laws. It is a putative collective action under the Federal Labor Standards Act (FLSA), 29 U.S.C. §§ 201–219, and a putative class action under Federal Rule of Civil Procedure 23.<sup>1</sup> The parties settled the case, and the court granted the plaintiff’s unopposed motion for preliminary approval of the proposed settlement.<sup>2</sup> The plaintiff

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<sup>1</sup> Second Am. Compl. – ECF No. 124. Citations refer to material in the Electronic Case File (ECF); pinpoint citations are to the ECF-generated page numbers at the top of documents.

<sup>2</sup> Order – ECF No. 134.

1 moved for, and the defendants did not oppose, final approval of the settlement and attorney’s fees  
 2 and costs.<sup>3</sup> The court held a fairness hearing on April 8, 2021 and approves the settlement.

## 3 4 STATEMENT

### 5 1. The Lawsuit

6 The plaintiff filed the lawsuit on November 6, 2018 and a first amended complaint on  
 7 February 1, 2019 (with an FLSA claim, California Labor Code wage-and-hours claims, and a  
 8 claim for penalties under California’s Private Attorneys General Act (PAGA)).<sup>4</sup> The parties  
 9 engaged in discovery, first through formal requests for production and interrogatories, and then  
 10 (by agreement) through extensive informal discovery to prepare for mediation.<sup>5</sup> The plaintiff  
 11 deposed Broadspectrum’s corporate representative under Federal Rule of Civil Procedure  
 12 30(b)(6), covering corporate organization and decision-making responsibilities, policies and  
 13 practices for wage-and-hours issues, and other issues relevant to the class members’ job duties,  
 14 responsibilities, equipment, and off-the-clock work.<sup>6</sup> The plaintiff’s counsel completed extensive  
 15 outreach with the class and collective members covering topics relevant to the lawsuit.<sup>7</sup> As part of  
 16 this process, Broadspectrum produced, and the plaintiff’s counsel reviewed, over 1,140  
 17 documents, including policies, payroll records, and job-assignment documents.<sup>8</sup> Broadspectrum  
 18 produced data that allowed the plaintiff’s counsel to evaluate class and collective damages.<sup>9</sup>

19 The parties had multiple mediations with Jeff Ross, a respected wage-and-hours mediator, and  
 20 ultimately accepted his mediator’s proposal and settled the case.<sup>10</sup> As part of that settlement, they  
 21 stipulated to the filing of a second amended complaint — which is the operative complaint —

22 \_\_\_\_\_  
 23 <sup>3</sup> Mots. – ECF Nos. 138–39.

24 <sup>4</sup> Compl. – ECF No. 1; First Am. Compl. – ECF No. 16.

25 <sup>5</sup> Cottrell Decl. – ECF No. 129-1 at 9 (¶ 14).

26 <sup>6</sup> *Id.* (¶ 15).

27 <sup>7</sup> *Id.* at 10 (¶¶ 16–17).

28 <sup>8</sup> *Id.* (¶ 18).

<sup>9</sup> *Id.*

<sup>10</sup> Settlement Agreement – ECF No. 129-2 at 7 (¶ 7).

1 adding T.R.S.C. as a named defendant.<sup>11</sup> The parties delayed the settlement by 60 days to allow the  
 2 defendants to fund it in light of the COVID-19 pandemic. As part of that process, they reduced the  
 3 settlement fund from \$5.5 million to \$5 million (now \$5,001,333.44 with accumulated interest).<sup>12</sup>

4 Following the plaintiff’s unopposed motion and a hearing, the court preliminarily approved the  
 5 settlement.<sup>13</sup> The plaintiff moved for final approval of the settlement and attorney’s fees and  
 6 costs.<sup>14</sup> The court held a fairness hearing on April 8, 2021.

## 7 8 **2. Settlement**

### 9 **2.1 Settlement Class**

10 There are 3,260 class members and collective members (3,208 class members and 52 opt-in  
 11 plaintiffs who are not also class members).<sup>15</sup> The class and collective definitions are as follows:

12 The “California Class” or “Members of the California Class” means all current and former  
 13 hourly, non-exempt employees of Broadspectrum or TRSC who performed work in  
 14 California between November 6, 2014 through the date of Preliminary Approval,  
 15 excluding (i) any staff, other administrative employees, and maintenance workers, and (ii)  
 16 employees who have previously released all of their claims pursuant to the settlement  
 agreement in *Kevin Woodruff v. Broadspectrum Downstream Services, Inc.*, 3:14-CV-  
 04105-EMC. A “Class Member” is a member of the Class.

17 . . .

18 The “Collective” or “Collective Members” or “Opt-in Plaintiffs” is a certified collective  
 19 action for settlement purposes only pursuant to 29 U.S.C. § 216(b), which includes all  
 20 individuals who are or were employed by Broadspectrum or TRSC and filed a consent to  
 21 join the Action at any time from and including November 6, 2015 through and including  
 22 the date of Preliminary Approval.<sup>16</sup>

23  
24 <sup>11</sup> Second Am. Compl. – ECF No. 124.

25 <sup>12</sup> Cottrell Decl. – ECF No. 129-1 at 11 (¶¶ 22–23); Cottrell Decl. – ECF No. 139-1 at 10–11 (¶ 17).

26 <sup>13</sup> Minute Entry – ECF No. 133; Order – ECF No. 134.

27 <sup>14</sup> Mots. – ECF Nos. 138–39.

28 <sup>15</sup> Cottrell Decl. – ECF No. 138-1 at 19–20 (¶ 60). The initial estimate of the class size was 1,862.  
 Order – ECF No. 134 at 3 (citing Settlement Agreement – ECF No. 129-2 at 3 (¶ 2.b)).

<sup>16</sup> Settlement Agreement – ECF No. 129-2 at 3 (¶ 2.b–c).



1 The parties stipulated to, and the court approved, conditional certification of the FLSA  
2 collective on June 11, 2019.<sup>17</sup> 842 members have filed opt-in notices.<sup>18</sup>

### 3 **2.2 Settlement Amount and Allocation**

4 The total non-reversionary Gross Settlement Amount is \$5,000,000 plus interest, and the Net  
5 Settlement Amount is \$3,230,033.24 after the following deductions: (1) \$31,500 to the Labor &  
6 Workforce Development Agency (LWDA) for the PAGA claim; (2) up to \$15,000 for an  
7 enhancement payment to the named plaintiff; (3) an estimated \$30,130 for the claims  
8 administrator's expenses; and (4) attorney's fees of \$1,666,666.66 (one third of the Gross  
9 Settlement Amount) plus costs of \$26,670.10.<sup>19</sup>

10 The class members will receive a settlement check without submitting a claim form.<sup>20</sup> Each  
11 member's settlement share is calculated based on the number of weeks the member worked during  
12 the applicable limitations period (November 6, 2014 to the date of the preliminary approval (for  
13 California class members) and November 6, 2015 or three years before the date of the opt-in  
14 notice to the date of preliminary approval, whichever is earliest (for opt-in plaintiffs in all states  
15 other than California)).<sup>21</sup> Participating plaintiffs who worked for the defendants at any time in  
16 California from November 6, 2017 through the date of preliminary approval will receive an equal  
17 part of the net PAGA amount.<sup>22</sup> Each workweek is equal to one settlement share, but to reflect the  
18 increased value of state-law claims and differing rates of pay by state, a workweek in California is  
19 weighted more heavily: a California workweek is equal to three settlement shares, and a  
20 workweek for an opt-in plaintiff in any other state than California is equal to one settlement  
21 share.<sup>23</sup> If a Rule 23 class member who also is an opt-in plaintiff opts out of the Rule 23  
22

23 <sup>17</sup> Stipulation and Order – ECF No. 26.

24 <sup>18</sup> Mot. – ECF No. 138 at 14 (843 opt-in notices); Cottrell Decl. – ECF No. 129-1 at 21 (¶ 74) (842  
opt-in notices).

25 <sup>19</sup> Cottrell Decl. – ECF No. 138-1 at 13 (¶ 30).

26 <sup>20</sup> Settlement Agreement – ECF No. 129-2 at 16 (¶ 29).

27 <sup>21</sup> *Id.* at 17 (¶ 31.a).

28 <sup>22</sup> *Id.* at 17–18 (¶ 31.b).

<sup>23</sup> *Id.* at 17 (¶ 31.a.ii).

1 settlement, that plaintiff will receive credit for all workweeks nationwide for three years before the  
2 date of the filing of the opt-in notice to the date of preliminary approval.<sup>24</sup> In this circumstance,  
3 the workweeks will not be weighted, meaning, all workweeks are equal to one settlement share for  
4 the FLSA collective, even for work in California.<sup>25</sup>

5 The total number of settlement shares (as weighted) for all settling members will be added  
6 together, and the Net Settlement Amount will be divided by that amount to reach a per-share dollar  
7 figure.<sup>26</sup> The resulting per-share dollar figure will be multiplied by the number of each participating  
8 member's settlement shares (as weighted) to arrive at the Individual Settlement Payment.<sup>27</sup> The  
9 Class/Collective Notice will provide the estimated Individual Settlement Payment and the number  
10 of Workweeks for each member, assuming full participation in the settlement.<sup>28</sup> Those calculations  
11 will be based on employee workweek information that the defendants will provide to the Settlement  
12 Administrator, but members will be able to dispute their workweeks by submitting evidence.<sup>29</sup>

13 Settlement checks will be mailed within 30 days of the Effective Date (the first business day  
14 after a final approval order if there are no pending objections and otherwise after the appeal time  
15 expires, the appeal is dismissed, or the final approval order is affirmed) and are valid for 180 days  
16 after issuance.<sup>30</sup> Any funds from checks that expire or are returned as undeliverable will either (1)  
17 revert to the cy pres beneficiary Legal Aid at Work if less than \$75,000 or (b) be redistributed to  
18 the participating members who negotiated their checks on a pro rata basis if \$75,000 or more.<sup>31</sup>

19 In arriving at the assessment that the settlement amount is reasonable, the plaintiff's counsel  
20 did a damages assessment based on average rates of pay, assumed 10 minutes off-the-clock work  
21 and 25-percent missed meal-and-rest breaks (daily) and calculated the resulting substantive  
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23 <sup>24</sup> *Id.* at 17 (¶ 31.a.ii).

24 <sup>25</sup> *Id.* at 16–18 (¶¶ 29–31).

25 <sup>26</sup> *Id.* at 17 (¶ 31.a.iii).

26 <sup>27</sup> *Id.*

27 <sup>28</sup> Notice – Ex. A to Settlement Agreement – ECF No. 129-2 at 27–33.

28 <sup>29</sup> Settlement Agreement – ECF No. 129-1 at 12, 18 (¶¶ 21, 33).

<sup>30</sup> *Id.* at 4 (¶ 2.j), 19 (¶¶ 37–38).

<sup>31</sup> *Id.* at 19–20 (¶¶ 38–39).

1 exposure both for the core unpaid wages claims and also considering meal-and-rest-break claims,  
2 derivative claims, and potential penalties.<sup>32</sup> The \$5 million settlement amount is approximately 22  
3 percent of \$23 million (the estimated damages for the core unpaid wage claims) and 10.3 percent  
4 of the plaintiff's best-case scenario for \$48.6 million (damages that include meal-and-rest breaks,  
5 derivative claims, and potential penalties).<sup>33</sup>

6 Under the settlement terms that the parties propose (with one-third of the settlement fund  
7 allocated to attorney's fees), the average recovery is \$646.07 for each class and collective member,  
8 which is \$50.32 for each workweek worked in California. The average recovery is \$1,713.18 for each  
9 class member who worked over two months. The largest recovery for a class member is \$10,884.18.  
10 Four class members will receive over \$10,000, 95 will receive over \$5,000, and 429 will receive over  
11 \$2,000.<sup>34</sup> (At the preliminary-approval stage, based on a smaller expected class size of 1,862, the  
12 expected average payment per class member was \$1,682.38, which is \$97.65 per workweek.<sup>35</sup>)

### 13 **2.3 Release**

14 The scope of release depends on whether the participant is an opt-in plaintiff or a Rule 23 class  
15 member. The FLSA opt-in plaintiffs release their FLSA claims arising out of the same factual  
16 predicates of the action, the California class members release their state-law claims related to the  
17 same factual predicates and the FLSA claims if they cash the checks (but will not release the  
18 FLSA claims if they are not opt-in plaintiffs and do not cash their checks), and the named plaintiff  
19 agrees to a general release.<sup>36</sup>

20  
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23 <sup>32</sup> Cottrell Decl. – ECF No. 129-1 at 12–13 (¶¶ 29–38).

24 <sup>33</sup> Cottrell Decl. – ECF No. 138-1 at 19 (¶ 59).

25 <sup>34</sup> *Id.* at 19–20 (¶ 60). Approximately 90 percent of the class worked one year or less, 75 percent  
26 worked six months or less, and 50 percent worked two weeks or less. 1,526 class members worked less  
27 than two months: 922 (116 also are opt-in plaintiffs) worked one month or less, receiving a recovery  
28 from \$52.33 to \$209.31, and an additional 604 class members (66 also are opt-in plaintiffs) worked  
one to two months, receiving a recovery from \$122.10 to \$418.62. *Id.*

<sup>35</sup> Order – ECF No. 134 at 6 (citing Cottrell Decl. – ECF No. 129-2 at 14 (¶ 41)).

<sup>36</sup> Settlement Agreement – ECF No. 129-2 at 8 (¶ 15).

## 2.4 Administration

The court previously approved JND Legal Administration to administer the settlement in accordance with the procedures in the Settlement Agreement. JND complied with the procedures.

On December 15, 2020, JND received from defense counsel a list of 3,259 class members (consisting of 3,207 California class members and 668 FLSA opt-in members) with the following information: (1) names; (2) mailing addresses; (3) Social Security numbers, and (4) workweeks of individual Class Members.<sup>37</sup> JND updated 353 class members' address information using data from the National Change of Address database.<sup>38</sup> Starting December 22, 2020, it maintained a case-specific toll-free telephone number and a website.<sup>39</sup>

On December 22, 2020, JND mailed the class notices to 3,259 class members. 319 notices came back as undeliverable and without a forwarding address. JND identified new addresses for 230 undeliverable notices and remailed them. Five came back with forwarding addresses, and JND re-mailed the notices to those addresses. It emailed the notice to the 2,038 class members who had email addresses.<sup>40</sup>

JND calculated — and included in the notices — the individual Settlement Shares for each class member. The notices told the class members the settlement terms, their expected share, the February 20, 2021 deadline to submit objections, requests for exclusion, or disputes, the April 8, 2021 final approval hearing (at 9:30 a.m.), and the plaintiff's proposed attorney's fees, costs, and service award. The notice had the case website, the toll-free call-center number, and contact information for class counsel.<sup>41</sup>

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<sup>37</sup> Keough Decl. – ECF No. 138-2 at 2 (¶ 4).

<sup>38</sup> *Id.* (¶ 5).

<sup>39</sup> *Id.* at 3–4 (¶¶ 11–14).

<sup>40</sup> *Id.* at 3 (¶¶ 7–10).

<sup>41</sup> *Id.* at 5–6 (¶ 22) & Ex. A to *id.* – ECF No. 138-2 at 8–14.

1 As of March 4, 2021, JND had received one opt-out request and no objections.<sup>42</sup> 15 class  
 2 members disputed the calculations, and JND resolved three disputes in favor of the class members  
 3 and 12 in favor of the defendant (based on the records).<sup>43</sup>

## 4 ANALYSIS

### 5 1. Jurisdiction

6 The court has federal-question jurisdiction under 28 U.S.C. § 1331 for the FLSA claim and  
 7 supplemental jurisdiction under 28 U.S.C. § 1367 for the state-law claims.  
 8

### 9 2. Certification of Settlement Class

#### 10 2.1 Rule 23

11 The court reviews the propriety of class certification under Federal Rule of Civil Procedure 23(a)  
 12 and (b). When parties enter into a settlement before the court certifies a class, the court “must pay  
 13 ‘undiluted, even heightened, attention’ to class certification requirements” because the court will not  
 14 have the opportunity to adjust the class based on information revealed at trial. *Staton v. Boeing Co.*,  
 15 327 F.3d 938, 952–53 (9th Cir. 2003) (quoting *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620  
 16 (1997)); *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 557 (9th Cir. 2019) (en banc).

17 Class certification requires the following: (1) the class must be so numerous that joinder of all  
 18 members individually is “impracticable; (2) there must be questions of law or fact common to the  
 19 class; (3) the claims or defenses of the class representatives must be typical of the claims or  
 20 defenses of the class; and (4) the person representing the class must be able to fairly and adequately  
 21 protect the interests of all class members. Fed. R. Civ. P. 23(a); *In re Hyundai*, 926 F.3d at 556;  
 22 *Staton*, 327 F.3d at 953. Also, the common questions of law or fact must predominate over any  
 23 questions affecting only individual class members, and the class action must be superior to other  
 24 available methods for fairly and efficiently adjudicating the controversy. Fed. R. Civ. P. 23(b)(3).  
 25

26  
 27 <sup>42</sup> *Id.* at 4 (¶ 16).

28 <sup>43</sup> *Id.* at 5 (¶ 20).

1 The court finds that the Rule 23(a) factors — numerosity, commonality, typicality, and  
2 adequacy — support the certification of the class. It also finds under Rule 23(b)(3) that the  
3 common questions predominate over any questions affecting only individual members, and a class  
4 action is superior to other available methods.

5 First, there are approximately 3,260 class members.<sup>44</sup> The class is numerous. *Nelson v. Avon*  
6 *Prods.*, No. 14-cv-02276-BLF, 2015 WL 1778326, at \*5 (N.D. Cal. Apr. 17, 2015).

7 Second, there are questions of law and fact common to the class that predominate over  
8 individual issues. The class and collective members perform the same job duties: safety duties  
9 pursuant to the defendants’ standards and requirements. The defendants have uniform policies that  
10 apply to all members, and the wage-and-hours violations are a result of the defendants’  
11 standardized policies and procedures, including the following (1) the hiring and training process;  
12 (2) timekeeping, payroll, and compensation policies; (3) meal-and-rest policies and practices; and  
13 (4) reimbursement policies.<sup>45</sup> Because the claims arise from the defendants’ uniform practices  
14 applied to employees with the same job responsibilities, liability can be determined on a class-  
15 wide basis. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011); *Betorina v. Ranstad US,*  
16 *L.P.*, No. 15-cv-03646-EMC, 2017 WL 1278758, at \*4 (N.D. Cal. Apr. 6, 2017).

17 Third, the claims of the representative plaintiff are typical of the claims of the class. The  
18 plaintiff and all class members allege wage-and-hours violations based on similar facts. They  
19 possess the same interest and suffer from the same injury. *Betorina*, 2017 WL 1278758, at \*4.

20 Fourth, the plaintiff fairly and adequately protects the interests of the class. The factors relevant  
21 to a determination of adequacy are (1) the absence of potential conflict between the named plaintiff  
22 and the class members, and (2) counsel chosen by the representative party who is qualified,  
23 experienced, and able to vigorously conduct the litigation. *In re Hyundai*, 926 F.3d at 566 (citing  
24 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998)). The factors exist here: the plaintiff  
25 has shared claims and interests with the class (and no conflicts of interest) and has retained qualified  
26

27 <sup>44</sup> Cottrell Decl. – ECF No. 138-1 at 19–20 (¶ 60).

28 <sup>45</sup> *Id.* at 17 (¶ 49).

1 and competent counsel who have prosecuted the case vigorously. *Id.*; *Loc. Joint Exec. Bd. of*  
2 *Culinary/Bartender Tr. Fund v. Las Vegas Sands, Inc.*, 244 F.3d 1152, 1162 (9th Cir. 2001);  
3 *Hanlon*, 150 F.3d at 1021–22.

4 Finally, a class action is superior to other available methods for fairly and efficiently  
5 adjudicating the controversy. The class members have relatively small monetary claims, and the  
6 class action resolves many substantially identical claims efficiently, avoiding a waste of resources,  
7 to advance the individual members’ interests.

8 In sum, the prerequisites of Fed. R. Civ. P. 23(a) and (b)(3) are met. The court certifies the  
9 class under Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only.

## 10 **2.2 FLSA Class**

11 The FLSA authorizes opt-in representative actions where the complaining parties are  
12 “similarly situated” to other employees. 29 U.S.C. § 216(b); *Tyson Foods, Inc. v. Bouaphakeo*,  
13 136 S. Ct. 1036, 1042 (2016). On June 11, 2019, the court approved conditional certification of  
14 the FLSA collective and now confirms that approval.<sup>46</sup> As discussed above, the plaintiff is  
15 similarly situated to other collective members.

## 17 **3. Approval of Settlement**

18 Settlement is a strongly favored method for resolving disputes, particularly “where complex  
19 class action litigation is concerned.” *In re Hyundai*, 926 F.3d at 556. A court may approve a  
20 proposed class-action settlement “only after a hearing and only on finding that it is fair,  
21 reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). The court need not ask whether the proposed  
22 settlement is ideal or the best possible; it determines only whether the settlement is fair, free of  
23 collusion, and consistent with the named plaintiff’s fiduciary obligations to the class. *Hanlon*, 150  
24 F.3d at 1026–27 (9th Cir. 1998). In *Hanlon*, the Ninth Circuit identified factors relevant to  
25 assessing a settlement proposal: “[ (1) ] the strength of the plaintiff’s case; [ (2) ] the risk, expense,  
26 complexity, and likely duration of further litigation; [ (3) ] the risk of maintaining class-action  
27

28 <sup>46</sup> Stipulation and Order – ECF No. 26; Order – ECF No. 134 at 9.

1 status throughout trial; [(4)] the amount offered in settlement; [(5)] the extent of discovery  
 2 completed and the stage of the proceeding; [(6)] the experience and views of counsel; [(7)] the  
 3 presence of a government participant; and [(8)] the reaction of the class members to the proposed  
 4 settlement.” *Id.* at 1026 (citation omitted).

5 When parties “negotiate a settlement agreement before the class has been certified, “settlement  
 6 approval ‘requires a higher standard of fairness’ and ‘a more probing inquiry than may normally  
 7 be required under Rule 23(e).” *Roes, 1–2 v. SFBSC Mgmt.*, 944 F.3d 1035, 1043 (9th Cir. 2019)  
 8 (quoting *Dennis v. Kellogg*, 697 F.3d, 858, 864 (9th Cir. 2012)). “Specifically, ‘such settlement  
 9 agreements must withstand an even higher level of scrutiny for evidence of collusion or other  
 10 conflicts of interest than is ordinarily required under Rule 23(e) before securing the court’s  
 11 approval as fair.” *Id.* at 1049 (quoting *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935,  
 12 941 (9th Cir. 2011)).

13 The court has evaluated the proposed settlement agreement for overall fairness under the  
 14 *Hanlon* factors and concludes that it is free of collusion and approval is appropriate. Overall, and  
 15 with the court’s adjustment of fees (discussed below), the settlement appears fair. The settlement  
 16 agreement was the result of an adversarial, non-collusive, and arms-length negotiation process. It  
 17 provides good value, given the risks of litigation, the parties’ disputes about damages, and the  
 18 value of money to the plaintiffs now.<sup>47</sup> As discussed above, counsel reached the settlement only  
 19 after obtaining discovery sufficient to allow a robust damages assessment. (The damages analysis  
 20 is set forth in the Statement). The settlement ensures that longer-tenured employees receive a  
 21 greater recovery, and it tracks differences in substantive law and penalty claims by weighting the  
 22 workweek shares more heavily for work performed in California.<sup>48</sup> Also, off-the-clock claims can  
 23 be difficult to certify because they can involve individualized determinations. *In re AutoZone, Inc.,*  
 24 *Wage & Hours Emp’t. Practices Litig.*, 289 F.R.D. 526, 539 (N.D. Cal. 2012), *aff’d*, No. 17-  
 25 17533, 2019 WL 4898684 (9th Cir. Oct. 4, 2019). The pandemic — and the defendant’s resulting

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 27 \_\_\_\_\_  
 28 <sup>47</sup> Cottrell Decl. – ECF No. 129-1 at 25 (¶¶ 94–96).

<sup>48</sup> *Id.* at 22 (¶ 79).



1 financial condition — also complicated settlement and required an adjustment to the gross  
2 settlement amount. The funds were put into an escrow account, thereby preserving the class’s  
3 access to them.<sup>49</sup> These pandemic-related facts also support the fairness of the settlement.

4 For the same reasons, the court approves the settlement of the FLSA collective action.

5 The PAGA allocation is within the range of reasonable settlements. *See, e.g., Vicerol v.*  
6 *Mistras Grp.*, No. 15-cv-02198-EMC, 2016 WL 5907869, at \*8–9 (N.D. Cal. Oct. 11, 2016).

7

8 **4. Class Representative, Class Counsel, and Claims Administrator**

9 The court previously appointed Angel Villafan as the collective and class representative. She  
10 has claims that are typical of the members of the class generally, and she is an adequate  
11 representative of the class members. It also appointed Schneider Wallace Cottrell Konecky LLP as  
12 class counsel for settlement purposes only. *See* Fed. R. Civ. P. 23(a) & (g)(1). They have the  
13 requisite qualifications, experience, and expertise in prosecuting class actions.

14 The court approves JND’s costs of \$30,130, which will be paid out of the Gross Wage  
15 Settlement Amount.<sup>50</sup>

16

17 **5. Class Notice**

18 The class administrator provided notice to the members of the class in the form that the court  
19 approved previously. The notice met the legal prerequisites: it was the best notice practicable,  
20 satisfied the notice requirements of Rule 23, adequately advised class members of their rights  
21 under the settlement agreement, met the requirements of due process, and complied with the  
22 court’s order regarding court notice. The form of notice fairly, plainly, accurately, and reasonably  
23 provided class members with all required information, including (among other things): (1) a  
24 summary of the lawsuit and claims asserted; (2) a clear definition of the class; (3) a description of  
25 the material terms of the settlement, including the estimated payment; (4) a disclosure of the

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27 <sup>49</sup> *Id.* at 21–22 (¶ 78).

28 <sup>50</sup> *Id.* at 17 (¶ 54).

1 release of the claims; (5) an explanation of class members’ opt-out rights, a date by which they  
 2 must opt out, and information about how to do so; (6) the date and location of the final fairness  
 3 hearing; and (7) the identity of class counsel and the provisions for attorney’s fees, costs, and  
 4 class-representative service awards.<sup>51</sup>

## 6. CAFA Notices

7 Notice of the settlement showing compliance with the Class Action Fairness Act of 2005, 28  
 8 U.S.C. § 1715, was provided to the appropriate federal and state officials on January 8, 2021.<sup>52</sup>  
 9 The court’s final approval hearing is more than 90 days after service as required by 28 U.S.C. §  
 10 1715(d). The necessary PAGA notices have been provided.

## 7. Service Awards

13 The settlement proposes a service award to Ms. Villafan of \$15,000. The court approves  
 14 \$10,000, double the presumptive award of \$5,000.

15 District courts must evaluate proposed awards individually, using relevant factors that include  
 16 “the actions the plaintiff has taken to protect the interests of the class, the degree to which the class  
 17 has benefitted from those actions, . . . [and] the amount of time and effort the plaintiff expended in  
 18 pursuing the litigation.” *Staton*, 327 F.3d at 977 (citation omitted). “Such awards are discretionary  
 19 . . . and are intended to compensate class representatives for work done on behalf of the class, to  
 20 make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to  
 21 recognize their willingness to act as a private attorney general.” *Rodriguez v. W. Publ’g Corp.*, 563  
 22 F.3d 948, 958–59 (9th Cir. 2009) (citation omitted). The Ninth Circuit has “noted that in some  
 23 cases incentive awards may be proper but [has] cautioned that awarding them should not become  
 24 routine practice . . . .” *Radcliffe v. Experian Info. Sols. Inc.*, 715 F.3d 1157, 1163 (9th Cir. 2013)  
 25 (discussing *Staton*, 327 F.3d at 975–78). District courts “must be vigilant in scrutinizing all

27 <sup>51</sup> Class Notice, Ex. A to Keough Decl. – ECF No. 138-2 at 8–15.

28 <sup>52</sup> Cottrell Decl. – ECF No. 138-1 at 11–12 (¶ 25).

1 incentive awards to determine whether they destroy the adequacy of the class representatives.” *Id.*  
 2 at 1164. In this district, a \$5,000 incentive award is presumptively reasonable. *Bellinghausen v.*  
 3 *Tractor Supply Co.*, 306 F.R.D. 245, 266 (N.D. Cal. 2015) (collecting cases).

4 Ms. Villafan spent over 200 hours working on the case, helping to achieve recoveries for the  
 5 class and incurring a reputational risk.<sup>53</sup> Under the circumstances, \$10,000 (twice the presumptive  
 6 \$5,000) is justified. *See, e.g., Harris v. Vector Mktg. Corp.*, No. 08-cv-5198-EMC, 2012 WL  
 7 381202, at \*7–8 (N.D. Cal. Feb. 6, 2012) (awarding \$12,500 where the plaintiff spent “more than  
 8 100 hours on this case (which included being deposed twice)” and the defendant “pursued  
 9 disclosure of her private information”); *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. at 326, 335–  
 10 36 (N.D. Cal. 2014) (awarding \$10,000 where the plaintiff was deposed, attended a four-day  
 11 mediation (which required her to travel and miss work), and spent “more than 200 hours assisting  
 12 in the case”); *Bellinghausen.*, 306 F.R.D. at 267–68 (awarding \$15,000 where the plaintiff spent  
 13 73 hours on the case, attended mediation, and was rejected by potential employers because of his  
 14 status as class representative); *Bolton v. U.S. Nursing Corp.*, No. 12-cv-4466-LB, 2013 WL  
 15 5700403, at \*6 (N.D. Cal. Oct. 18, 2013) (approving \$10,000 in incentive award where the  
 16 average recovery is \$595.91 but “the largest settlement recovery is estimated to be \$4,602.67, and  
 17 204 class members will receive more than \$1,500”).

## 18

### 19 **8. Attorney’s Fees and Costs**

20 The plaintiff’s counsel asks for \$1,666,666.66 in attorney’s fees (one-third of the settlement fund)  
 21 and \$26,670.10 in costs.<sup>54</sup> The court awards both.

22 “In a certified class action, the court may award reasonable attorney’s fees and nontaxable  
 23 costs that are authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h).

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<sup>53</sup> Villafan Decl. – ECF No. 139-2 at 3 (¶¶ 10–12), 4–5 (¶¶ 20–25).

28 <sup>54</sup> Mot. – ECF No. 139 at 2.

1 Fee provisions in class-action settlements must be reasonable. *In re Bluetooth.*, 654 F.3d at  
2 941. The court is not bound by the parties' settlement agreement as to the amount of fees. *Id.* at  
3 942–43. The court must review fee awards with special rigor:

4 Because in common fund cases the relationship between plaintiffs and their attorneys turns  
5 adversarial at the fee-setting stage, courts have stressed that when awarding attorneys' fees  
6 from a common fund, the district court must assume the role of fiduciary for the class  
7 plaintiffs. Accordingly, fee applications must be closely scrutinized. Rubber-stamp  
8 approval, even in the absence of objections, is improper.

9 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1052 (9th Cir. 2002) (cleaned up).

10 When counsel recovers a common fund that confers a “substantial benefit” on a class of  
11 beneficiaries, counsel is “entitled to recover their attorney’s fees from the fund.” *Fischel v.*  
12 *Equitable Life Assurance Soc’y*, 307 F.3d 997, 1006 (9th Cir. 2002). In common-fund cases, courts  
13 may calculate a fee award under either the “lodestar” or “percentage of the fund” method. *Id.*;  
14 *Hanlon*, 150 F.3d at 1029.

15 Where the settlement involves a common fund, courts typically award attorney’s fees based on  
16 a percentage of the settlement fund. The Ninth Circuit has established a “benchmark” that fees  
17 should equal 25 percent of the settlement, although courts diverge from the benchmark based on  
18 factors that include “the results obtained, risk undertaken by counsel, complexity of the issues,  
19 length of the professional relationship, the market rate, and awards in similar cases.” *Morales v.*  
20 *Stevco, Inc.*, No. CIV-F-09-0704-AWI-JLT, 2013 WL 1222058, at \*2 (E.D. Cal. Mar. 25, 2013);  
21 *Morris v. Lifescan, Inc.*, 54 F. App’x 663, 664 (9th Cir. 2003) (affirming 33-percent fee award); *In*  
22 *re Pac. Enter. Secs. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995).

23 Finally, Ninth Circuit precedent requires courts to award class counsel fees based on the total  
24 benefits being made available to class members rather than the actual amount that is ultimately  
25 claimed. *Young v. Polo Retail, LLC*, No. C-02-4547-VRW, 2007 WL 951821, at \*8 (N.D. Cal.  
26 Mar. 28, 2007) (“district court abused its discretion in basing attorney fee award on actual  
27 distribution to class” instead of amount being made available) (citing *Williams v. MGM-Pathe*  
28 *Commc’ns Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997)).

If the court applies the percentage method, it then typically calculates the lodestar as a “cross-  
check to assess the reasonableness of the percentage award.” *See, e.g., Weeks v. Kellogg Co.*, No.

1 CV-09-8102-MMM-RZx, 2013 WL 6531177, at \*25 (C.D. Cal. Nov. 23, 2013); *see also Serrano*  
 2 *v. Priest*, 20 Cal. 3d 25, 48–49 (1977); *Fed-Mart Corp. v. Pell Enters., Inc.*, 111 Cal. App. 3d 215,  
 3 226–27 (1980). “The lodestar . . . is produced by multiplying the number of hours reasonably  
 4 expended by counsel by a reasonable hourly rate.” *Lealao v. Beneficial Cal., Inc.*, 82 Cal. App. 4th  
 5 19, 26 (2000). Once the court has fixed the lodestar, it may increase or decrease that amount by  
 6 applying a positive or negative “multiplier to take into account a variety of other factors, including  
 7 the quality of the representation, the novelty and complexity of the issues, the results obtained, and  
 8 the contingent risk presented.” *Id.*; *accord Laffitte v. Robart Half Internet, Inc.*, 1 Cal. 5th 480,  
 9 503–06 (2016) (holding, under California law, that “the percentage method to calculate  
 10 [attorney’s] fee in a common fund case” is appropriate and the trial court has “discretion to  
 11 conduct a lodestar cross-check on a percentage fee”).

12 Based on counsel’s submissions, the fee award is appropriate as a percentage of the common  
 13 fund and is supported by a lodestar cross-check, given the results obtained, the lack of objections to  
 14 the settlement, and the counsel’s litigating the case on a contingency basis.<sup>55</sup> *Cf. e.g., Bellinghausen*,  
 15 306 F.R.D. at 259–65 (N.D. Cal. Mar. 20, 2015) (approving attorney’s fees equal to the benchmark  
 16 25 percent of the common fund); *Burden v. SelectQuote Ins. Servs.*, No. C 10-5966-LB, 2013 WL  
 17 3988771, at \*4–5 (N.D. Cal. Aug. 2, 2013) (awarding 33 percent of the settlement fund as attorney’s  
 18 fees “given the extensive litigation in the case[,] [] the successful results achieved[,]” and the  
 19 contingency risk); *Villalpando v. Excel Direct Inc.*, Nos. 12-cv-04137-JCS, 13-cv-03091-JCS, 2016  
 20 WL 7740854, at \*2 (N.D. Cal. Dec. 12, 2016) (awarded one-third of the settlement fund as  
 21 reasonable attorney’s fees because of “the contingent risk, [c]ounsel’s documented lodestar, the  
 22 complex and protracted nature of the case, and strong result for the case”).

23 As to the lodestar cross-check, the billing rates are normal and customary (and thus reasonable)  
 24 for lawyers of comparable experience doing similar work.<sup>56</sup> *Cuviello v. Feld Entm’t, Inc.*, No. 13-  
 25 cv-04951-BLF, 2015 WL 154197, at \*2–3 (N.D. Cal. Jan. 12, 2015) (“court has broad discretion in  
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27 <sup>55</sup> Cottrell Decl. – ECF No. 139-1 at 2–8 (¶¶ 1–7).

28 <sup>56</sup> *Id.* at 13–14 (¶¶ 26–30).

1 setting the reasonable hourly rates used in the lodestar calculation”) (citation omitted); *Ketchum v.*  
 2 *Moses*, 24 Cal. 4th 1122, 1132 (2001) (court can rely on its own experience); *accord Open Source*  
 3 *Sec. v. Perens*, 803 F. App’x 73, 77 (9th Cir. 2020). Counsel provided billing records justifying the  
 4 hours worked in the case and allowing a conclusion about the multiplier, which falls within the  
 5 range of multipliers that courts approve. *Vizcaino*, 290 F.3d at 1051 n.6 (“Multiples ranging from  
 6 one to four are frequently awarded in common fund cases when the lodestar method is applied”).

7 The court awards the requested one-third of the common fund (\$1,666,666.66) in fees. An  
 8 upward adjustment of the benchmark is warranted in this case based on the results achieved, the  
 9 small settlement fund, the contingent nature of the representation, and support from the lodestar  
 10 cross-check. *Thieriot v. Celtic Ins. Co.*, No. C 10-04462-LB, 2011 WL 1522385, at \*5–6 (N.D.  
 11 Cal. April 21, 2011).

12 The court awards the reasonable out-of-pocket costs of \$26,670.10. Fed. R. Civ. P. 23(h); *see*  
 13 *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (attorneys may recover reasonable expenses  
 14 that would typically be billed to paying clients in non-contingency matters); *Van Vranken v. Atl.*  
 15 *Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995) (approving reasonable costs in class action  
 16 settlement). Costs compensable under Rule 23(h) include “nontaxable costs that are authorized by  
 17 law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). Counsel has expended \$26,670.10 in  
 18 litigation cost to date, which is less than the \$40,000 estimated by the Settlement Agreement.<sup>57</sup>

19 In sum, the court awards \$1,666,666.66 in attorney’s fees and \$26,670.10 in costs.

## 21 **9. Cy Pres Award**

22 The court approves the cy pres award to Legal Aid at Work. It accounts for and has a nexus to  
 23 the nature of the lawsuit, the objectives of the statute, and the interest of the silent class members.  
 24 *Lane v. Facebook, Inc.*, 696 F.3d 811, 818–22 (9th Cir. 2012); *Nachshin v. AOL, LLC*, 663 F.3d  
 25 1034, 1038–41 (9th Cir. 2011).

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28 <sup>57</sup> *Id.* at 16 (¶¶ 41–43).

**CONCLUSION**

The court (1) certifies the class and the FLSA collective for settlement purposes only, (2) approves the settlement and authorizes the distribution of funds set forth above, (3) confirms the appointments of the class representative, class counsel, and JND Legal Administration, (4) approves \$1,666,666.66 in attorney’s fees, \$26,670.10 in costs, \$30,130 for JND’s administration costs, a \$10,000 service award to the class representative, and the PAGA payment to the LWDA, and (5) orders the parties and JND to carry out their obligations in the settlement agreement.

The court approves the following implementation schedule (set forth in the motion):

Effective Date	(i) If there are any objections to the settlement that are not subsequently withdrawn, then the date upon the expiration of time for appeal of the court’s final approval order; or (ii) if there is a timely objection and appeal by an objector, then after such appeal is dismissed or the final approval order is affirmed on appeal; or (iii) if there are no timely objections to the settlement, or if any objections which were filed are withdrawn before the date of final approval, then the first business day after the court’s order granting final approval of the settlement
Deadline for JND to calculate employer share of taxes and provide the defendants with total employer tax contributions	Within 5 business days after the final settlement award calculations are approved
Deadline for the defendants to deposit the amount of the defendants’ payroll taxes into the Qualified Settlement Account	Within 7 business days after the settlement administrator provides the defendants with the amount of total employer tax contributions due
Deadline for JND to make payments under the settlement agreement to participating individuals, the LWDA, class representatives, class counsel, and itself	Within 30 days after the Effective Date or as soon as reasonably practicable
Check-cashing deadline	180 days after issuance
Deadline for JND Legal Administration to tender uncashed check funds to cy pres recipient Legal Aid at Work or redistribute such uncashed funds to participating individuals who cashed their settlement checks	As soon as practicable after check-cashing deadline
Deadline for JND to provide written certification of completion of administration of the settlement to counsel for all parties and the court	As soon as practicable after redistribution of uncashed check funds to those class members who cashed their settlement checks or transfer to the cy pres recipient

United States District Court  
Northern District of California

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The court also orders that, pending further order of the court, all proceedings in the case are stayed, except for those actions contemplated in this order and in the settlement agreement.

The court will enter separate judgment in the form proposed by counsel in ECF No. 138-4.

This disposes of ECF Nos. 138 and 139.

**IT IS SO ORDERED.**

Dated: April 8, 2021



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LAUREL BEELER  
United States Magistrate Judge

United States District Court  
Northern District of California



# EXHIBIT C

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14 Attorneys for Plaintiffs

15 **UNITED STATES DISTRICT COURT**  
16 **NORTHERN DISTRICT OF CALIFORNIA**

17 ROBERT SHAW, et al., individually and on  
18 behalf of all others similarly situated, and as a  
19 proxy of the State of California on behalf of  
20 aggrieved employees

21 Plaintiffs,

22 vs.

23 AMN SERVICES, LLC, KAISER  
24 FOUNDATION HOSPITALS, SOUTHERN  
25 CALIFORNIA PERMANENTE MEDICAL  
26 GROUP, INC., and THE PERMANENTE  
27 MEDICAL GROUP, INC

Defendants.

Case No. 3:16-cv-02816 JCS

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
REASONABLE ATTORNEYS' FEES AND  
COSTS**

Date: May 31, 2019

Time: 9:30 a.m.

Courtroom: G, 15<sup>th</sup> Floor

Judge: Hon. Joseph C. Spero

1 This matter came on for hearing before this Court on Plaintiffs' Counsel's Motion for  
2 Reasonable Attorneys' Fees and Cost pursuant to the Court's Order Re: Preliminary Approval of  
3 Class Action Settlement (Docket No. 159) on May 31, 2019.

4 Having considered the documents filed by the Parties in connection with the motion and  
5 the oral arguments of counsel, the Court finds as follows:

6 1. Notice to the Class, including information regarding the requested award of  
7 attorneys' fees and costs, was directed to Class Members in a reasonable manner, and complied  
8 with Rule 23(h)(1) of the Federal Rules of Civil Procedure.

9 2. Class Members have been given the opportunity to object in compliance with Fed.  
10 R. Civ. P. 23(h)(2).

11 3. [No Class Member has objected to the requested fees and expenses.] OR [ \_\_\_\_  
12 Class Members have submitted timely objections. The overrules the objections for following  
13 reasons:]

14 4. The settlement agreement provides that class counsel may seek up to  
15 \$6,666,666.67 in attorneys' fees, plus their reasonably incurred litigation expenses. Plaintiffs'  
16 Counsel seeks \$6,666,666.67 in attorneys' fees, plus their reasonably incurred litigation  
17 expenses, as provided in the settlement agreement. Defendants do not object to these amounts.

18 5. Class counsel have substantiated their fee request with declarations describing  
19 their billing practices, billing rates, hours worked, work tasks performed and corresponding  
20 lodestar for the time invested into this case. The declarations demonstrate a combined lodestar  
21 of approximately \$2,770,526.50, as of February 24, 2019. Counsel note that this does not  
22 include work performed on the motion for final approval, communicating with class members  
23 and the settlement administrator after February 24, 2019, preparing the case for final approval,  
24 and overseeing implementation of the settlement after final approval.

25 6. Based on a fee request of \$6,666,666.67, the declarations of class counsel  
26 documenting their lodestar shows that a fee award of this amount would result in a multiplier of  
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1 approximately 2.4 or less. Class Counsel also seek reimbursement of actual out-of-pocket costs  
2 of \$185,850.01, which are documented in the declarations of class counsel as well.

3 7. The declarations submitted in support of the motion demonstrate that the  
4 attorneys representing the class have the experience and qualifications necessary to represent the  
5 Class.

6 8. A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill  
7 and experience in the relevant community. *Chalmers v. City of Los Angeles*, 796 F.2d 1205, 1210  
8 (9th Cir. 1986). The Court finds that the hourly rates charged by Plaintiffs' Counsel are within  
9 the prevailing range of hourly rates charged by attorneys providing similar services in class  
10 action, wage-and-hour cases in California, as shown by the Declarations of Joshua Konecky and  
11 Richard Pearl. The hourly rates of Class Counsel Schneider Wallace Cottrell Konecky Wotkyns  
12 LLP also have consistently and recently been approved as reasonable by the courts. *See, e.g.*,  
13 *Knapp v. Art.com, Inc.*, No. 3:16-cv-00768-WHO (N.D. Cal. October 24, 2018); *Janssen v.*  
14 *Square, Inc.*, Case No. CGC-16-549980, Superior Court of California, County of San Francisco,  
15 Order dated September 26, 2018; *Villalpando v. Exel Direct Inc.*, 2016 WL 7740854, at \*1 (N.D.  
16 Cal. Dec. 12, 2016); *Winans v. Emeritus Corp.*, 2016 WL 107574, at \*8 (N.D. Cal. Jan. 11,  
17 2016); *Carnes v. Atria Senior Living Inc.*, Case No. 14-cv-02727-VC, Dkt. No. 115, at 4-5 (N.D.  
18 Cal. July 12, 2016); *Meza v. S.S. Skikos, Inc.*, Case No. 3:15-cv-01889-TEH, Dkt. No. 58, at 4  
19 (N.D. Cal. May 25, 2016).

20 9. The Court further finds that the hourly rates of Class Counsel's co-counsel,  
21 Berger Montague PC, also are within the prevailing range of hourly rates charged by attorneys  
22 providing similar services in class action, wage-and-hour cases in California, as shown by the  
23 Declaration of Shanon Carson.

24 10. Generally, hours are reasonable if they were "reasonably expended in pursuit of  
25 the ultimate result achieved in the same manner that an attorney traditionally is compensated by  
26 a fee-paying client." *Hensley v. Eckerhart*, 461 U.S. 424, 431 (1983). The Court finds that the  
27

1 total hours worked by class counsel are reasonable, given the nature of the case and the defenses  
2 presented, the work Plaintiffs' Counsel had to undertake, the manner in which Plaintiffs'  
3 Counsel allocated their work, and the results achieved.

4 11. Counsel also are entitled to a multiplier of their total lodestar. *See Ketchum v.*  
5 *Moses*, 24 Cal.4th 1122, 1133-1132, 1138 (2001) (reasoning that contingency fees should be  
6 higher than fees for the same legal services paid concurrently with the provision of the services).  
7 The Court finds that the multiplier sought of 2.4 (as of the time of the filing of the motion) is  
8 reasonable and appropriate, given the documented lodestar, contingent risk, complexity,  
9 protracted nature of the case, the preclusion of counsel from other employment, and the  
10 favorable results achieved for class members.

11 12. A common cross-check regarding the reasonableness of a fee award is its  
12 percentage of the total value of the benefits conferred on the class. *Boeing Co. v. Van Gemert*,  
13 444 U.S. 472, 478-81 (1980). Plaintiffs' fee request of \$6,666,666.67 represents one-third (1/3)  
14 of the Gross Settlement Amount, which is reasonable under both applicable law, and in light of  
15 the contingent risk, Counsel's documented lodestar, the complex and protracted nature of the  
16 case, and strong result for the Class. *See id.* For example, the average net recovery in this case,  
17 even after awarding the full attorneys' fees and costs sought, is still approximately four times the  
18 per-workweek recovery (and approximately three times the per-person recovery) obtained in a  
19 previous class action settlement in this Court, involving a similar class and similar claims,  
20 against one of the same Defendants named in this litigation. *See O'Sullivan v. AMN Services,*  
21 *LLC*, 2014 WL 11514268 (N.D.Cal. 2014).


22 13. Plaintiffs' Counsel are entitled to recover the out-of-pocket costs and litigation  
23 expenses they reasonably incurred in investigating, prosecuting, and settling this case. *In re*  
24 *Media Vision Tech. Sec. Litig.*, 913 F.Supp. 1362, 1366 (N.D. Cal. 1996). The Court finds that  
25 Plaintiffs' Counsel's out-of-pocket costs and expenses of \$185,850.01 are documented, and  
26 reasonable and necessary to the prosecution of this action, in light of the protracted nature of the  
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1 case, the vigorousness of Defendants' legal defense, the motion practice, amount of documentary  
2 evidence, witnesses and depositions, and the four mediations necessary to achieve the settlement.

3 14. The Court therefore awards Plaintiffs' Counsel \$6,666,666.67 in attorneys' fees  
4 and \$185,850.01 in litigation expenses to be paid from the settlement fund pursuant to the terms  
5 and timeframe set forth in the settlement agreement.

6 IT IS SO ORDERED.

7  
8 Dated: May 31, 2019

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11 HON. JOSEPH C. SPERO  
12 CHIEF MAGISTRATE JUDGE  
13 UNITED STATES DISTRICT COURT  
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# **EXHIBIT F**

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9  
10 [Additional Counsel Listed on Service List]  
11 Attorneys for Plaintiff and the Proposed Class

12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**

14 Kathi Troy, as Successor-in-Interest to the  
Estate of June Newirth; Barbara Feinberg;  
15 Elizabeth Barber, Andrew Bardin, and  
Thomas Bardin as successors-in-interest to  
16 the Estate of Margaret Pierce; and Carol  
Morrison, by and through her Attorney-in-  
17 Fact Stacy Van Vleck, on their own behalves  
and on behalf of others similarly situated,

18 Plaintiffs,

19 vs.

20 Aegis Senior Communities, LLC, dba Aegis  
21 Living; and Does 1 Through 100,

22 Defendants.  
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CASE NO. 4:16-cv-03991-JSW

**DECLARATION OF MICHAEL THAMER  
IN SUPPORT OF PLAINTIFFS' MOTION  
FOR ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARDS**

DATE: August 20, 2021  
TIME: 9:00 a.m.  
PLACE: Courtroom 5, 2<sup>nd</sup> Floor  
JUDGE: Hon. Jeffrey S. White



1 I, Michael Thamer, hereby declare,

2 1. I am an attorney duly licensed to practice before all the courts of the State of  
3 California and am a member in good standing of the State Bar of California. I am a solo  
4 practitioner, and counsel for Plaintiffs in this action. I am submitting this Declaration in support  
5 of Plaintiffs' Motion for an Award of Attorneys' Fees and Costs. I have personal knowledge as to  
6 the facts stated herein and, if called upon to do so, could and would competently testify thereto.

7 2. I have been practicing law for a total of 39 years, have tried over 50 jury trials to  
8 verdict in numerous state and federal venues throughout California, and have prosecuted hundreds  
9 of elder and dependent adult abuse cases and other related tort actions in twenty six (26) counties  
10 in California. In 2011 I received the National Trial Lawyer of the Year award from The Public  
11 Justice Foundation, as well as the Consumer Attorney of the Year award from the Consumer  
12 Attorneys of California. In 2010 I was named California Lawyer of the Year in Elder Law by  
13 California Lawyer magazine. I was lead trial counsel responsible for voir dire, opening statement,  
14 closing argument, and significant witness examination in the class action matter entitled *Lavender*  
15 *v. Skilled Healthcare Group, Inc.* which resulted in a \$677 million dollar jury verdict after a seven  
16 month jury trial, as well as the trial attorney in *In re Conservatorship of Gregory*, 80 Cal. App. 4th  
17 514 (2000), which resulted in a \$95 million dollar jury verdict in an elder abuse action. I have  
18 significant class action litigation experience, generally in the area of consumer rights and  
19 specifically in the area of understaffing in nursing homes and assisted living facilities. I have  
20 lectured on several occasions on class action law and the use of Health & Safety Code  
21 section 1430(b), Business & Professions Code section 17200 and the CLRA in Elder Abuse  
22 actions.

23 3. My work on behalf of victims of elder and dependent adult abuse and advocacy  
24 groups has been extensively featured in numerous state and national media sources, including  
25 CBS '60 Minutes,' CBS Evening News, Time Magazine, Wall Street Journal, Los Angeles Times,  
26 San Francisco Chronicle, Sacramento Bee, California Law Business Journal, and other news and  
27 media sources. I have been an invited lecturer for the University of Southern California,  
28 American Trial Lawyers Association, Consumer Attorneys of California, California Healthcare

1 Association, California Association of Healthcare Facilities, National Consumer Voice for Quality  
2 Long-Term Care and other groups and organizations.

3 4. Attached hereto as Exhibit 1 is a true and correct copy of my curriculum vitae.

4 5. Along with several co-counsel in this case, I have represented the plaintiffs in other  
5 class actions filed against skilled nursing facility chains alleging system-wide violations of  
6 minimum nurse staffing requirements in California. That work included these actions: *Walsh v.*  
7 *Kindred, et al.*, (U.S. Dist. N. Dist. 3:11-C0050-JSW); *Wehlage v. EmpRes Healthcare, Inc., et al.*,  
8 Case No. 10-05839 CW, *Valentine v. Thekkek Health Services, Inc.*, No. RG-10546266 in  
9 Alameda County Superior Court; *Montreuil v. The Ensign Group, Inc.*, No. BC449I62 in Los  
10 Angeles County Superior Court; *Hernandez v. Golden Gate Equity Holdings, LLC*, No. CGC-10-  
11 505288 in San Francisco County Superior Court; and *Shuts v. Covenant Holdco LLC*, No. RG  
12 10551807 in Alameda County Superior Court. Additionally, I, along with several co-counsel in  
13 this case represented the plaintiffs in three complex actions alleging understaffing and  
14 misrepresentations at California assisted living facilities. I am currently spending more than 80%  
15 of practice on these understaffing cases.

16 6. Our concern about the pervasive understaffing at Defendants' facilities led me and  
17 my co-counsel to file the instant class action to compel Defendants to comply with California's  
18 and Washington's assisted living staffing requirements and thereby improve care and conditions  
19 for current and future residents of Aegis's facilities. We also wanted to obtain statutory damages  
20 for residents who had resided in understaffed facilities and place at risk of harms and indignities  
21 caused by living in understaffed facilities.

22 7. Before the action was filed, the attorneys who associated together to prosecute the  
23 action met and discussed efficient ways to divide the work and allocate resources so as to avoid  
24 unnecessary overlap and duplication of efforts, costs and expenses. To ensure that the work was  
25 allocated and completed efficiently, we participated in ongoing, and often weekly, phone  
26 conferences and discussed work in progress, assignments and best approaches.

27 8. I, along with my staff, have tried our best to keep accurate time records, and the  
28 time recorded in this matter is an accurate depiction of the time and work described. My fees are

1 fully documented by detailed, contemporaneous and/or recreated time records describing every  
2 hour or fraction thereof of time worked for which compensation is sought. If there was any  
3 question about the time I worked, but no entry was created at or near the event in question, I  
4 always erred on the smallest time the task required if written evidence existed to support my entry,  
5 or omitted the time entry in its entirety. If I had a recollection of spending time working on the  
6 matter, but nothing in writing evidencing the time spent, it was likewise omitted. In addition, for  
7 all of the hours worked, including by me, I exercised my discretion to cut hours where I felt that  
8 the time was non-compensable or exceed what was reasonably necessary in my judgment to  
9 accomplish the task in question. My records do not fully capture all of the time I spent on the  
10 case, which probably exceeds the recorded time by at least 20 percent.

11 9. My customary rate, and those of my staff, used to calculate the lodestar here, is  
12 squarely in line with the prevailing rates in the Northern District of California, and have been  
13 approved by courts. Rates similar to my office's rates in this case were previously approved by  
14 Northern District of California Chief District Judge Claudia Wilken in *Wehlage v. EmpRes*  
15 *Healthcare, Inc. et al.* (Case No. C10-05839 CW), "The billing rates used by Class Counsel to  
16 calculate their lodestar are reasonable and in line with the prevailing rates in this District for  
17 personnel of comparable experience, skill, and reputation." Order Granting Class Counsel's  
18 application for Attorneys' Fees and Expenses and for Service Awards, 2:26-28, and by Judge  
19 Robert Freedman in *Valentine v. Thekke Health Services, Inc., et. al.* (Alameda County Superior  
20 Court, Case No. RG-10546266, Order on Motion for Award of Attorneys' Fees, Costs and  
21 Incentive Payments.).

22 10. I and my staff provided legal services that supported the prosecution of the  
23 California and Washington cases. Both lawsuits are based on allegations that Aegis misleadingly  
24 failed to disclose that resident assessments performed by its personnel would not be used to set  
25 facility staffing. Significant portions of the work performed in the California action benefitted the  
26 prosecution of the Washington case. For example, Aegis' staffing procedures were generally the  
27 same for its California and Washington facilities. Thus, subject to certain exceptions, Aegis  
28 eventually stipulated that much of the document and deposition discovery obtained in the

1 California case was usable in the Washington lawsuit.

2 11. My total hours worked in this case are 613.25 in connection with the California  
3 case. My billing rate is \$895 per hour. My lodestar is \$548,858.75. Generally, as one of the co-  
4 lead attorneys, my primary roles included the following. These efforts make up at least eighty  
5 (80) percent of my hours in this matter.

6 a. Evaluating the staffing of Aegis facilities from numerous publicly available  
7 sources to evaluate initial case merit;

8 b. Work with co-counsel and with staffing consultants and experts to develop,  
9 assemble, evaluate and marshal staffing evidence and analysis;

10 c. Formulating informal and formal discovery plans, discovery requests and related  
11 work assignments;

12 d. Reviewing Department of Social Services, Community Care Licensing files  
13 containing ownership, staffing and regulatory performance of certain Aegis California  
14 facilities;

15 e. Assisting with the development of plaintiffs' staffing to acuity model and  
16 approach;

17 f. Preparing for and taking Aegis's FRCP 30(b)(6) Person Most Knowledgeable  
18 designee regarding Aegis's staffing to acuity approach and basis, Aegis's Executive Vice  
19 President, Aegis's Director of Analytics, and the General Manager of Aegis's Corte  
20 Madera facility;

21 g. Reviewing Aegis's large document productions and summarizing key records;

22 h. Drafting Plaintiffs' Trial Plan;

23 i. Drafting several versions of the proposed injunction, an essential part of the  
24 settlement which provides substantial value to the class, and taking a lead role in  
25 strategizing and negotiating terms;

26 j. Preparing for and attending mediation sessions and meeting with defense counsel  
27 and insurance carrier re settlement and related issues; and,

28 k. Meeting or conferencing with co-counsel to develop Plaintiffs' legal theories

1 and assembly of factual support, respond to formal case developments, discuss issues  
 2 arising during the prosecution of the action, including Defendants’ arguments and  
 3 positions, assignments and follow-up, and settlement negotiations

4 12. Because of the tremendous work cases like this require, I consciously limited the  
 5 number of cases my office took on during the pendency of litigation so I could be available to  
 6 invest the time this action required.

7 13. As this court understands, neither I, nor my co-counsel, have received any form of  
 8 compensation for the hours we have worked on this case for more than five years. Working  
 9 without compensation on a large case for more than five years has had a negative financial impact  
 10 on the economic health of my practice. As a sole practitioner, I have no one to share the burden of  
 11 such an endeavor, or to help cover overhead expenses until payment for my work is ultimately  
 12 received. I am certain that I could have earned a significant amount of money in other, additional  
 13 cases if I had not been involved in the instant action.

14 14. Mukti Friden, my Case Assistant, worked 175.25 hours on this matter in connection  
 15 with the California case assembling task time comparisons with Aegis times and those of a  
 16 competitor, pulling relevant deposition testimony from other Aegis litigation for use in the instant  
 17 action, and assembling and organizing records and exhibits for use in the PMK staffing deposition,  
 18 among other case related tasks. Her billing rate is \$225 and her lodestar is \$39,431.25.

19 15. The total hours worked by all timekeepers at my firm on this matter are 788.5  
 20 hours. Multiplied by our respective billing rates, the lodestar for my firm on this matter comes to  
 21 \$588,290.00.

22 16. My firm has incurred \$11,407.93 in necessary out-of-pocket litigation expenses in  
 23 the California Case, including the following categories:

Airfare and Related Costs	\$3,795.54
Lodging and Related Costs	\$5,063.94
Ground Transportation	\$2,293.78
Third Party Copying Costs	\$254.67

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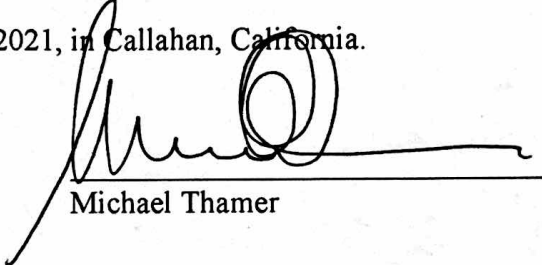
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TOTAL	11,407.93
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17. Attached as Exhibit 2 is a summary of the time and hourly rates by timekeepers at my firm, as well as costs incurred by my firm in this matter. Copies of the detailed timesheets and expenses are proprietary, but they will be made available for the Court's review in camera upon request. Copies of my firm's cost expenditures will also be made available for the Court's review in camera upon request.

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

Executed on this 8<sup>th</sup> day of June 2021, in Callahan, California.



Michael Thamer

# EXHIBIT

1

## **MICHAEL D. THAMER**

Law Offices of Michael D. Thamer  
Old Callahan School House  
12444 South Highway 3 ♦ Post Office Box 1568  
Callahan, CA 96014-1568  
Telephone: (530) 467-5307  
Facsimile: (530) 467-5437  
mthamer@trinityinstitute.com

### **EDUCATION**

J.D., Santa Clara University School of Law, 1981  
B.S., Social Ecology, University of California, Irvine, 1978

### **CAREER**

Law Offices of Michael D. Thamer (Attorney at Law) 1991 – present

Hews, Munoz, Swift & Thamer (Partner) 1985 – 1991

Orange County Public Defenders Office (Deputy Public Defender) 1982-1985

### **AWARDS**

National Trial Lawyer of the Year—2011  
- Public Justice Foundation  
Consumer Attorney of the Year—2011  
- Consumer Attorneys of California  
California Lawyer of the Year—2010 Elder Law  
- California Lawyer Magazine

Martindale-Hubbell  
AV-Preeminent

### **APPOINTMENTS AND LECTURES**

Judge Pro Tem, Siskiyou County Superior Court  
Lecturer for MCLE seminars on Legal Ethics  
Court-Appointed Arbitrator in civil matters and attorney/client fee disputes  
City Attorney, City of Etna (1992 through 1998)

Invited lecturer for University of Southern California, American Trial Lawyers Association, National Association of Medicaid Fraud Control Units, Consumer Attorneys of California, California Healthcare



Association, California Association of Healthcare Facilities, and California Advocates For Nursing Home Reform.

## **TRIAL PRACTICE**

Nationally-recognized trial attorney who has tried over 50 jury trials in state and federal courts, two of which were the largest verdicts in the nation at the time:

**\$677 Million Jury Verdict: *Lavender v. Skilled Healthcare Group, Inc.***

In 2010, as lead trial lawyer in the historic *Lavender v. Skilled Healthcare* class action lawsuit, obtained for 32 thousand plaintiff class members a jury verdict in excess of \$670 million dollars after a seven month trial, as well as injunctions against Skilled Healthcare and its 23 subsidiary corporations requiring compliance with California's minimum staffing laws at 22 skilled nursing facilities. Lavender is the largest verdict in the nation against a provider of skilled nursing services to the elderly

**\$95 Million Jury Verdict: *In re Conservatorship of Gregory***

Sole trial counsel in jury trial resulting in \$94 million dollar punitive damage award in an elder abuse action against Beverly Enterprises, Inc. and its subsidiaries. [(2000) 80 Cal.App.4th 514.]

Practice includes prosecution of complex civil consumer class actions, elder abuse, insurance bad faith, bad faith lending, product liability, legal negligence, medical negligence and serious injury matters, as well as defending individuals in significant criminal matters, including first degree murder charges.

## **MEDIA COVERAGE**

Trial work has been featured in numerous state and national media sources, including CBS '60 Minutes', CBS Evening News, Time Magazine, Wall Street Journal, Los Angeles Times, San Francisco Chronicle, Sacramento Bee, San Jose Mercury News, California Lawyer, California Law Business Journal, and Outside Magazine.

# EXHIBIT

2

**Law Offices of Michael D. Thamer, P.C.**

Old Callahan School House  
12444 South Highway 3  
Post Office Box 1568  
Callahan, CA 96014-1568  
Telephone (530)467-5307 ~ Facsimile (530)467-5437

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February 16, 2021

Attorney's fees and costs in the Aegis class case:

	Hrs.	Rate	Total
Michael Thamer Attorney	613.25	\$895	\$548,858.75
Mukti Friden Case Assistant	175.25	\$225	\$39,431.25
Total Attorney Fees:			\$588,290.00
Costs			\$11,407.93
<b>Total Fees and Costs:</b>			<b>\$599,697.93</b>

# **EXHIBIT G**

1 Kathryn A. Stebner, State Bar No. 121088  
 2 Email: kathryn@stebnerassociates.com  
 3 Sarah Colby, State Bar No. 194475  
 4 Email: sarah@stebnerassociates.com  
 5 Brian S. Umpierre, State Bar No. 236399  
 6 Email: brian@stebnerassociates.com  
 7 George Kawamoto, State Bar No. 280358  
 8 Email: george@stebnerassociates.com  
**STEBNER AND ASSOCIATES**  
 870 Market Street, Suite 1212  
 San Francisco, CA 94102  
 Tel: (415) 362-9800  
 Fax: (415) 362-9801

8 Gay B. Wallace, State Bar No. 176151  
 9 Email: gwallace@schneiderwallace.com  
**SCHNEIDER WALLACE**  
**COTTRELL KONECKY LLP**  
 10 2000 Powell Street, Suite 1400  
 Emeryville, CA 94608  
 11 Tel: (415) 421-7100  
 12 Fax: (415) 421-7105

13 [Additional Counsel Listed on Service Page]  
 14 Attorneys for Plaintiff and the Proposed Class

15 **UNITED STATES DISTRICT COURT**  
 16 **NORTHERN DISTRICT OF CALIFORNIA**

17 Kathi Troy, as Successor-in-Interest to the  
 18 Estate of June Newirth; Barbara Feinberg;  
 19 Elizabeth Barber, Andrew Bardin, and  
 20 Thomas Bardin as successors-in-interest to  
 the Estate of Margaret Pierce; and Carol  
 21 Morrison, by and through her Attorney-in-  
 Fact Stacy Van Vleck, on their own  
 22 behalves and on the behalf of others  
 similarly situated,

24 Plaintiffs,

25 vs.

26 Aegis Senior Communities, LLC, dba Aegis  
 Living; and Does 1 Through 100,

28 Defendants.

**CASE NO. 4:16-cv-03991-JSW**

**DECLARATION OF MEGAN A.  
 YARNALL IN SUPPORT OF  
 PLAINTIFF'S MOTION FOR  
 ATTORNEYS' FEES, COSTS, AND  
 SERVICE AWARD**

Date: August 20, 2021

Time: 9:00 a.m.

Place: Courtroom 5, 2nd Floor

Judge: Hon. Jeffrey S. White

Action Filed: April 12, 2016

Trial Date: None Set

1 I, Megan A. Yarnall, hereby declare:

2 1. I am a partner at the law firm of Janssen Malloy LLP, co-counsel of record  
3 for Plaintiffs in the two putative class actions that are being resolved through the instant  
4 settlement: *Newirth v. Aegis Senior Communities LLC*, N.D. Cal. Case No 4:16-cv-  
5 03991-JSW (the “California case”) and *Morrison v. Aegis Senior Communities LLC*,  
6 Wash. State Case No. 18-2-06326-4 SEA ( the “Washington case”). Unless otherwise  
7 indicated, I have personal knowledge of the facts set forth herein. If called upon to  
8 testify, I would do so competently.

9 2. This declaration is submitted in support of Plaintiffs’ motion for final  
10 settlement approval and separate motion for attorneys’ fees, litigation costs, and service  
11 awards to the Named Plaintiffs.

12 **Experience and Background**

13 3. I graduated from the University of Oregon School of Law in 2010 and have  
14 been licensed to practice law in the State of California and the State of Oregon for over  
15 ten years.

16 4. I have experience in class action matters and have been involved as  
17 plaintiffs’ counsel in the litigation of approximately ten class action cases, including the  
18 following class actions involving other assisted living facilities: *Lollock v. Oakmont*  
19 *Senior Living, et al.*; *Heredia v. Sunrise Senior Living, LLC, et al.*; and *Morrison v.*  
20 *Aegis Senior Communities, LLC, et al.*; as well as actions filed against skilled nursing  
21 facility chains.

22 5. I have also served as attorney for plaintiffs in a number of individual cases  
23 against skilled nursing facilities and assisted living centers.

24 6. Attached hereto as **Exhibit 1** is a true and correct copy of my resume.

25 7. W. Timothy Needham is a highly experienced attorney at Janssen Malloy  
26 LLP who has practiced law for the past forty years. He has substantial experience in  
27 class action litigation and class action cases involving staffing in nursing homes. For  
28 more than twenty years, he has represented plaintiffs in individual cases and class

1 actions against nursing homes and assisted living centers, including the class action  
2 entitled *Lavendar v. Skilled Healthcare Group* which, after a six-month trial, resulted in  
3 a \$670 million verdict against the Skilled Nursing Home chain.

4 8. Attached hereto as **Exhibit 2** is a true and correct copy of W. Timothy  
5 Needham's resume.

6 9. Along with other Plaintiffs' Counsel, Janssen Malloy LLP attorneys have  
7 been at the forefront on nurse understaffing and related issues in nursing homes resulting  
8 in reported decisions, including decisions concerning class actions involving  
9 understaffing allegations. *See e.g., Fitzhugh v. Granada Healthcare LLC* (2007) 150 Cal.  
10 App. 4th 469; *Shuts v. Covenant Holdco LLC* (2012) 208 Cal.App.4th 609; *Wehlage v.*  
11 *EmPres Healthcare, Inc.* (N.D. Cal 2011) 791 F. Supp. 2d 774; *Winans v. Emeritus*  
12 *Corp.*, 2014 WL 970177 (N.D. Cal. Mar. 5, 2014); *Newirth v. Aegis Senior Communities*  
13 *LLC*, 2017 WL 3328073 (N.D. Cal. May 18, 2017); *Heredia v. Sunrise Senior Living*  
14 *LLC*, 2019 WL 5149854 (C.D. Cal. Mar. 4, 2019); *Monschke v. Timber Ridge Assisted*  
15 *Living, LLC* (2016) 244 Cal.App.4th 586.

16 **Janssen Malloy LLP – Fees Incurred**

17 10. Janssen Malloy provided legal services that supported the prosecution of  
18 the California and Washington cases. Both lawsuits are based on allegations that Aegis  
19 misleadingly failed to disclose that resident assessments performed by its personnel  
20 would not be used to set facility staffing. Significant portions of the work performed in  
21 the California action benefitted the prosecution of the Washington case. For example,  
22 Aegis' staffing procedures were generally the same for its California and Washington  
23 facilities. Thus, subject to certain exceptions, Aegis eventually stipulated that much of  
24 the document and deposition discovery obtained in the California case was usable in the  
25 Washington lawsuit. Despite the significant overlap in some aspects of the case  
26 prosecutions, however, discrete legal work was required for some portions of the two  
27 cases. For example, as the lawsuits were brought under different state laws (California  
28 and Washington), discrete research and analysis was required for each jurisdiction.

1 Further, each case involved a different set of witnesses for plaintiffs, third parties (like  
2 family members) and Aegis facility-level employees.

3 11. As of June 7, 2021, Janssen Malloy LLP has incurred \$642,521.50 in  
4 attorneys and paralegals fees on 1,377.8 hours worked in connection with the California  
5 case.

6 12. As of June 7, 2021, Janssen Malloy LLP has incurred \$191,710.00 in  
7 attorneys and paralegal fees on 467 hours worked in connection with the Washington  
8 case.

9 13. When we organized the prosecution of these cases it was structured so that  
10 there would be little overlap of duties. My firm's main assignments were to run ads and  
11 identify and interview potential witnesses and obtain witness declarations, review  
12 documents provided by defendants and the Department of Social Services, work on  
13 related discovery matters, and participate in discovery and mediations.

14 14. Janssen Malloy LLP attorneys and paralegals duties can be broken down  
15 into the following categories. The time expended in each area is as follows:

- 16 a. Run advertisements to identify witnesses regarding Defendants'  
17 misrepresentations and misconduct, interview numerous witnesses and  
18 putative class members regarding the staffing levels and conditions at  
19 the Aegis facilities, work with witnesses to prepare declarations  
20 regarding their experiences (624.1 hours California; 246.3 hours  
21 Washington);
- 22 b. Review documents provided by Defendants during the course of  
23 discovery and those obtained from the California Department of Social  
24 Services (264.7 hours California; 162.4 hours Washington);
- 25 c. Assist with drafting pleadings and review of pleadings (143.1 hours  
26 California; 20.8 hours Washington);
- 27 d. Participate in settlement negotiations including three Mediation sessions  
28 (two in San Jose, California and one in Seattle, Washington) (139 hours



1 California);

2 e. Legal research and other work related to arbitration issues (69.2 hours  
3 California);

4 f. Assist in the preparation of discovery and attend depositions in Seattle,  
5 Washington (55.2 hours California; 8.8 hours Washington);

6 g. Attend organizational and case coordination meetings (37.3 hours  
7 California; 6.9 hours Washington); and

8 h. Miscellaneous additional tasks, including reviewing and responding to  
9 emails, document organization, etc. (45.2 hours California; 21.8 hours  
10 Washington).

11 15. Attached as **Exhibit 3** is a summary of my time and regular hourly rate, as  
12 well as the time and regular hourly rates of Janssen Malloy LLP timekeepers attorneys  
13 W. Timothy Needham, Amelia F. Burroughs, Dennis C. Reinholtsen, and paralegals  
14 Karen Ellis and Marla Zumwalt.

15 16. I worked closely the attorneys and paralegals in my firm who worked on  
16 these cases and am familiar with the tasks assigned to them and the time it took to  
17 accomplish those tasks.

18 17. I have reviewed the hours members of my firm spent working on these  
19 actions and they comport with my recollection of the time each of them spent on these  
20 cases.

21 18. Similar rates have the approved by the courts in *Hernandez v. Golden Gate*  
22 *Equity Holding LLC, et al.*, San Francisco Sup. Ct. Case No. CGC-10-505288 (nursing  
23 home class action); *Walsh v. Kindred, et al.*, U.S. Dist. N. Dist. 3:11-C0050-JSW  
24 (nursing home class action); *Valentine v. Thekkek, et al.*, Alameda Superior Court Case  
25 No. RG-10546266; *Correa v. SnF Management Company, LLC*, Alameda County  
26 Superior Court No. RG13664498 (nursing home class action); and *Winans v. Emeritus*  
27 *Corp.*, U.S. Dist. Ct. N. Dist. 3:13-cv-03962 (nursing home class action).

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**Janssen Malloy LLP – Litigation Expenses Advanced**

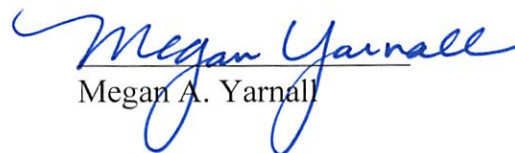
19. As of May 24, 2021, my firm has advanced litigation costs of \$70,068.93 in the California case, including the following categories:

Expert Witness Costs	\$30,765.63
Advertising Costs	\$30,352.62
Third Party Record Subpoena and Copying Costs	\$ 1,586.98
Travel (Airfare, Lodging, and Related costs)	\$ 7,118.93
Domain Name Registration Fees	\$ 94.02
Court/Filing Fees	\$ 10.50
Research Fees (Pacer)	\$ 42.50
Copy Fees	\$ 51.20
Postage	\$ 46.55
<b>TOTAL</b>	<b>\$70,068.93</b>

20. As of May 24, 2021, Janssen Malloy LLP has advanced litigation costs of \$23,143.75 in the Washington case, all of which are expert witness costs.

21. Copies of my detailed billing records as well as the detailed billings records and regular fees of attorneys W. Timothy Needham, Amelia F. Burroughs, Dennis C. Reinholtsen, and paralegals Karen Ellis and Marla Zumwalt, will be made available under seal to the Court for in camera inspection upon request.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on June 11, 2021, at Eureka, California.

  
 Megan A. Yarnall

# **EXHIBIT 1**

**MEGAN A. YARNALL**  
JANSSEN MALLOY LLP

730 Fifth Street  
myarnall@janssenlaw.com  
P.O. Drawer 1288  
Eureka, CA 95501

Phone: 707.445.2071  
Fax: 707.445.8305

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**EXPERIENCE** **Janssen Malloy LLP, Attorney**

Eureka, CA January 2017 – present  
Partner January 2017 – Present; Associate Attorney January 2011 – December 2016  
Primary area of practice is elder abuse litigation including individual and class action cases against skilled nursing facilities and residential care facilities for the elderly. Other areas of diverse civil litigation practice include personal injury, civil rights, employment, and fish and wildlife licensing and regulatory disputes.

**Metzger & Owens, Attorneys at Law, Associate Attorney**

Eureka, CA October 2010 – December 2010  
Drafted motions, complaints, and other legal pleadings for civil matters.

**Kolisch Hartwell, P.C., Summer Associate**

Portland, OR Summer 2009  
Drafted and edited patent applications, amendments, and other USPTO correspondence documents related to patent prosecution and trademark registration proceedings. Conducted patent, trademark, and copyright legal research.

**US Department of Justice, Environmental and Natural Resources Division, Law Clerk**

Sacramento, CA Summer 2008  
Conducted environmental legal research.  
Drafted and edited legal briefs, motions, and deposition questions.

**EDUCATION** **University of Oregon School of Law, Eugene, OR, Juris Doctor, May 2010**

Intellectual Property Law Certificate of Completion  
*Oregon Law Review* Associate Editor  
Order of the Coif, Class Rank 2<sup>nd</sup> of 182.

**Harvey Mudd College, Claremont, CA, Graduated with honors May 2006**

Bachelor of Science in Chemistry & Environmental Studies  
Claremont Mudd Scripps NCAA Swim Team Member (2002-2006)

**ADMISSIONS** California State Bar, January 2011

Oregon State Bar, May 2011  
U.S. Patent and Trademark Office Patent Agent, November 2009  
Blue Lake Rancheria Tribal Court, March 2012

**PROFESSIONAL MEMBERSHIPS**

Humboldt County Bar Association  
Consumer Attorneys of California

**PUBLICATION** “Dueling Scientific Experts: Is Australia’s Hot Tub Method a Viable Solution for the American Judiciary?” 88 *Oregon Law Review* 311 (2009)

**LEGAL VOLUNTEER ACTIVITIES**

Humboldt County Teen Court – Mentor Attorney, 2013 – present  
Legal Services of Northern California – Civil Clinic Volunteer Attorney, 2011 – present

# **EXHIBIT 2**

**W. Timothy Needham (CSB # 96542)**

**Janssen Malloy LLP**

730 Fifth Street

P.O. Drawer 1288

Eureka, California 95502

Telephone: (707) 445-2071

e-mail: tneedham@janssenlaw.com

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Experience:

Mr. Needham joined the firm in 1981, following service as a law clerk to the Alaska Courts. He served as a member of the Judicial Council Committee on Uniform Local Rules and is a member of the State Bars of Alaska, California, and U.S. District Court for the Northern, Eastern, Southern, and Central Districts of California. He is also admitted to practice before the U.S. Court of Appeals for the 9<sup>th</sup> Circuit. He is an experienced trial attorney who has tried over fifty jury cases to verdict in numerous courts throughout the State of California. The emphasis of his practice includes class actions, antitrust, complex business, personal injury and nursing home litigation. His experience includes the following cases:

**Trial Counsel in:**

*Lavender v. Skilled Healthcare, et al.* (verdict \$675,000,000 - highest ever against a nursing home chain)

**Class Counsel in:**

*Cosmetics Antitrust Litigation*

*Carbon Fiber Cases I, II & III*

*DRAM Cases*

*In Re: Environmental Technologies Litigation*

*In Re: Flat Glass Cases*

*In Re: Laminates Cases*

*In Re: Natural Gas Litigation*

*In Re: Pacificare*

*In Re: International Air Transportation Surcharge Antitrust Litigation*

*In Re: Insurance Brokerage Antitrust Litigation*

*Bates, et al. v. Skilled Healthcare Group, Inc., et al.*

*Polyester Staple Cases*

*Sanitary Paper Cases I & II*

*Shuts v. Covenant Holdco, LLC, et al.*

*Montreuil v. The Ensign Group, Inc., et al.*

*Wehlage v. EmpRes Healthcare, Inc., et al.*

*Hernandez v. Golden Gate Equity Holdings, LLC, et al.*

*Regina v. Hycare, Inc., et al.*

*Walsh v. Kindred Healthcare, Inc., et al.*

*Dalao v. LifeHouse Holdings, LLC, et al.*  
*Valentine v. Thekkek Health Services, Inc., et al.*  
*Correa v. SnF Management Company, LLC, et al.*

**Appellate Counsel in:**

*Shuts v. Covenant Holdco LLC* (2012) 208 Cal. App. 4<sup>th</sup> 609  
*Fitzugh v. Grenada Healthcare* (2007) 150 Cal. App. 4<sup>th</sup> 409  
*In Re: Western Wholesale Natural Gas Antitrust Litigation* (9<sup>th</sup> Cir. 2007)  
243 Fed. Appx. 328  
*Priebe v. Nelson* (2000) 39 Cal. 4<sup>th</sup> 1112  
*Aaron v. Durham* (2000) Cal. App. 4<sup>th</sup> 1244  
*Fritz v. Allstate Inc. Co.* (1995) 62 Fed 3d 1424  
*Millsap v. Federal Express Corp.*(1991) Cal. App. 3d 425  
*National Auto Casualty v. Stewart* (1990) 223 Cal. App. 3d 452

**Education:**

Graduated magna cum laude from Humboldt State University (1977)  
University of California, Davis (J.D., 1980)

**Memberships/Organizations:**

Humboldt County Bar Association (past President)  
American Board of Trial Advocates  
Nursing Home Litigation Group  
American Association for Justice  
Consumer Attorneys of California (Board of Directors 2000-2004)  
Redwood Capital Bank (Board Member 2010- present)

**Published Articles:**

*Liability of Parent and Sister Corporations*  
*Getting the Family to the Table*  
*Assumption of the Risk, A Suggested Method of Analysis*

**Awards:**

2012 Lawyer of the Year by California Lawyer Magazine  
2011 Trial Lawyer of the Year by Public Justice Foundation  
2010 Trial Lawyer of the Year by Consumer Attorneys of California

# **EXHIBIT 3**



**EXHIBIT 3 - JANSSEN MALLOY LLP SUMMARY OF FEES****California**

<b>Name</b>	<b>Title</b>	<b>Total Hours</b>	<b>Rate</b>	<b>Total Fees</b>
Megan A. Yarnall	Partner	686.10	\$550	\$377,355.00
W. Timothy Needham	Attorney	113.20	\$895	\$101,314.00
Amelia Burroughs	Partner	4.00	\$700	\$2,800.00
Dennis Reinholtsen	Partner	5.40	\$850	\$4,590.00
Karen O. Ellis	Paralegal	568.70	\$275	\$156,392.50
Marla Zumwalt	Paralegal	0.40	\$175	\$70.00
<b>TOTAL FEES</b>				\$642,521.50

**Washington**

<b>Name</b>	<b>Title</b>	<b>Total Hours</b>	<b>Rate</b>	<b>Total Fees</b>
Megan A. Yarnall	Partner	230.20	\$550	\$126,610.00
Karen O. Ellis	Paralegal	236.60	\$275	\$65,065.00
Marla Zumwalt	Paralegal	0.20	\$175	\$35.00
<b>TOTAL FEES</b>				\$191,710.00

# **EXHIBIT H**

1 Robert S. Arns (State Bar No. 65071)  
Jonathan E. Davis (State Bar No. 191346)  
2 Robert C. Foss (State Bar No. 275489)  
Shounak S. Dharap (State Bar No. 311557)  
3 **THE ARNS LAW FIRM**  
515 Folsom Street, 3rd Floor  
4 San Francisco, CA 94105  
Tel.: 415-495-7800  
5 Fax: 415-495-7888

6 Kathryn A. Stebner, State Bar No. 121088  
George Kawamoto, State Bar No. 280358  
7 Brian S. Umpierre, State Bar No. 236399  
8 **STEBNER AND ASSOCIATES**  
870 Market Street, Suite 1212  
San Francisco, CA 94102  
9 Tel: (415) 362-9800  
Fax: (415) 362-9801  
10

11 [Additional counsel listed on signature page]

12 Attorneys for Plaintiff and the Proposed Class

13 **UNITED STATES DISTRICT COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA**  
15

16 Kathi Troy, as Successor-in-Interest to the  
Estate of June Newirth; Barbara Feinberg;  
17 Elizabeth Barber, Andrew Bardin, and  
Thomas Bardin as successors-in-interest to  
18 the Estate of Margaret Pierce; and Carol  
Morrison, by and through her Attorney-in-  
19 Fact Stacy Van Vleck, on their own behalves  
20 and on behalf of others similarly situated,

21 Plaintiffs,

22 vs.

23 Aegis Senior Communities, LLC, dba Aegis  
Living; and Does 1 Through 100,  
24

25 Defendants.

CASE NO. 4:16-cv-03991-JSW

**DECLARATION OF ROBERT S. ARNS  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR ATTORNEYS' FEES  
AND COSTS**

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1 I, Robert S. Arns, declare and say:

2 1. I am an attorney licensed to practice before all courts of the State of California and  
3 am the founding partner at The Arns Law Firm, co-counsel for Plaintiff herein. I make this  
4 Declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement.

5 **Experience and Background**

6 2. I have been actively involved in the litigation of this matter since its inception.

7 3. I was admitted to the State Bar of California in 1975 and have tried over 60 cases to  
8 a jury or judge verdict. I have worked on over twenty other class action matters. I am also actively  
9 involved in multiple other class actions against elder care and skilled nursing facilities alleging elder  
10 abuse and neglect. I founded The Arns Law Firm in 1997 which only prosecutes plaintiff civil cases.  
11 I have taught trial practice at the University of San Francisco Law School for sixteen years and was  
12 named Professor of the Year in 2011. I am the author of the best-selling trial publications *The*  
13 *Evidence Wheel* and *The Trial Wheel*, published by The Rutter Group. I have been the Trial Lawyer  
14 of the Year in San Francisco for the SFTLA (nominated three times) and for CAOC Trial Layer of  
15 the Year (numerous times). I have presented ABOTA Masters in Trial on numerous occasions in  
16 both northern and southern California. My billing rate on this matter is \$950 per hour. Attached as  
17 **Exhibit 1** is a copy of my curriculum vitae. My firm has litigated over 50 other class actions,  
18 including numerous elder abuse cases alleging violations of Patient's Rights Bill and understaffing  
19 at skilled nursing facilities. My firm has resolved similar class actions against other skilled nursing  
20 facility claims in California.

21 4. Along with others in the Plaintiffs' Counsel group, I have been approved by  
22 California state and federal courts to serve as Class Counsel in multiple other consumer class actions  
23 involving nurse staffing allegations in nursing homes.

24 **Fees Incurred**

25 5. Our customary rates, used to calculate the lodestar here, are squarely in line with  
26 prevailing rates in California, are paid by hourly-paying clients of our firms, and/or have been  
27 approved by courts in this State and federal District Courts in California.

28

1           6.       At the time my firm got involved in this case, the attorneys working on this case from  
2 The Arns Law Firm and Stebner and Associates met and discussed ways to efficiently divide the  
3 work and allocate resources so as to avoid unnecessary overlap and duplication of efforts, costs and  
4 expenses. Over the course of this litigation, Class Counsel was required to perform independent  
5 investigation, review thousands of pages of documents and litigate the case vigorously through  
6 settlement, including significant discovery practice with Defendants.

7           7.       Discovery from the Defendants was voluminous, and required many hours engaged  
8 in meet and confer efforts with Defendants. Many of the documents produced by Defendants  
9 required considerable analysis by Class Counsel.

10          8.       The proposed settlement was agreed upon after extensive, contentious, arms' length  
11 negotiations between counsel for the Parties through multiple mediations with Defendants. Class  
12 Counsel prepared a comprehensive mediation brief and presentation, which I believe was  
13 instrumental in reaching a settlement.

14          9.       During the litigation of this case, The Arns Law Firm consisted of seven attorneys. I  
15 handle concurrently approximately 30 significant personal injury cases and 30 class actions at any  
16 given time. I was precluded from taking on other potentially lucrative matters due to the  
17 commitment involved in this case.

18          10.      I prepared my timesheets in part contemporaneously and in part by recreation  
19 through looking through emails, the time recorded by others in this matter, and the calendar of events  
20 and court appearances kept by my office regular course of business. The time records of several  
21 Arns Law Firm associates and law clerks were similarly prepared. I have carefully reviewed my  
22 own and their time records and believe that they fairly reflect the amount of time spent in this matter  
23 by each of us. In fact, it is my belief that each of us, and myself in particular, had a substantially  
24 large amount of time which was not accounted for, simply because we often took calls or had  
25 meetings which were not immediately memorialized. Where appropriate, I have also selectively  
26 reduced or eliminated time which I felt exceeded what was necessary for a given task.

27          11.      The Arns Law Firm has worked a total of 772.2 hours in this litigation, representing  
28 a total lodestar of 413,149.00, and an overall blended rate (lodestar divided by total hours) of

1 \$535.03. All of the work represented by these hours was for the benefit of the class, and the time  
2 spent on them was reasonable. I am confident that the hours totals reported in this declaration for  
3 The Arns Law Firm are well below the time actually expended in this litigation. At some periods  
4 during the negotiations, communications between Defense Counsel and Class Counsel were  
5 practically continuous as we attempted to coordinate positions, language, and meet deadlines.

6 12. The rates for the attorneys in my firm, as listed herein, represent our typical billing  
7 rates and are in line with rates approved elsewhere. These rates which have been approved in other  
8 actions in state courts in California. Additionally, a significant amount of time was spent by non-  
9 attorney support staff at my firm performing work related to working with clients and members of  
10 the Class, coordination of schedules between the various attorneys, coordinating mediation and  
11 other negotiations between the parties, as well as other tasks related to the case. My firm is not  
12 seeking any reimbursement for these numerous hours expended in pursuit of this settlement.

13 13. Below is an explanation breaking down the hours worked by each attorney into ten  
14 categories. The ten categories are: 1) Research, Case Review, and Memorandums, 2) Discovery,  
15 Document Review and Organization, 3) Strategy Meetings, Communication and Work Groups, 4)  
16 Correspondence with Class Representatives, 5) Correspondence with Experts and Others, 6)  
17 Deposition and Exhibit Prep, 7) Filing, Orders and Motion Preparation, 8) Court Appearances and  
18 Preparation for Appearances, 9) Mediation and Settlement Preparation, and 10) Meet and Confer,  
19 and Correspondence with Defendant.

20 14. I billed a total 207.7 hours in this case, which amounts to a lodestar of \$197,315.

21 15. My attorney hours in this case, organized by topic are 1) Research, Case Review,  
22 and Memorandums (28.89), 2) Discovery, Document Review and Organization (12.29), 3)  
23 Strategy Meetings, Communication and Work Groups (27.86), 4) Correspondence with Class  
24 Representatives (31.57), 5) Correspondence with Experts and Others (14.39), 6) Deposition and  
25 Exhibit Prep (49.68), 7) Filing, Orders and Motion Preparation (25.13), 8) Court Appearances and  
26 Preparation for Appearances (2.94), 9) Mediation and Settlement Preparation (11.37), and 10)  
27 Meet and Confer, and Correspondence with Defendant (3.57). A chart containing a graphical  
28 representation of the distribution of these hours is attached as **Exhibit 2**.

1           16.     I have reviewed the hours entered by Robert C. Foss, who is an associate at The  
2 Arns Law Firm and they comport with my recollection of the time which he spent on this case.  
3 Mr. Foss has a total of 22.9 hours on this case. Mr. Foss's practice at The Arns Law Firm involves  
4 both class action practice and personal injury cases. His billing rate is \$650 per hour. His total  
5 lodestar is \$14,885. Attached as **Exhibit 3** is a true and correct copy of Mr. Foss's curriculum  
6 vitae.

7           17.     Mr. Foss's attorney hours in this case, by topic, are: 1) Research, Case Review, and  
8 Memorandums (0), 2) Discovery, Document Review and Organization (9.5), 3) Strategy  
9 Meetings, Communication and Work Groups (5.3), 4) Correspondence with Class Representatives  
10 (3.8), 5) Correspondence with Experts and Others (0), 6) Deposition and Exhibit Prep (4.3), 7)  
11 Filing, Orders and Motion Preparation (0), 8) Court Appearances and Preparation for Appearances  
12 (0), 9) Mediation and Settlement Preparation (0), and 10) Meet and Confer, and Correspondence  
13 with Defendant (0). A chart containing a graphical representation of the distribution of these hours  
14 is attached as **Exhibit 4**.

15           18.     I have reviewed the hours entered by Julie C. Erickson, who is an associate at The  
16 Arns Law Firm and they comport with my recollection of the time which he spent on this case.  
17 Ms. Erickson has a total of 295.9 hours on this case. Ms. Erickson's practice at The Arns Law  
18 Firm involves both class action practice and personal injury cases. Her billing rate is \$453.60 per  
19 hour. Her total lodestar is \$134,219. Attached as **Exhibit 5** is a true and correct copy of Ms.  
20 Erickson's curriculum vitae, while Ms. Erickson no longer works for The Arns Law Firm, her  
21 curriculum vitae is accurate up to the last date she performed work for this case at my firm.

22           19.     Ms. Erickson's attorney hours in this case, by topic, are: 1) Research, Case Review,  
23 and Memorandums (72.8), 2) Discovery, Document Review and Organization (7.1), 3) Strategy  
24 Meetings, Communication and Work Groups (57.4), 4) Correspondence with Class  
25 Representatives (19.9), 5) Correspondence with Experts and Others (3.7), 6) Deposition and  
26 Exhibit Prep (49.8), 7) Filing, Orders and Motion Preparation (36.6), 8) Court Appearances and  
27 Preparation for Appearances (8), 9) Mediation and Settlement Preparation (30.9), and 10) Meet  
28

1 and Confer, and Correspondence with Defendant (9.7). A chart containing a graphical  
2 representation of the distribution of these hours is attached as **Exhibit 6**.

3 20. I have reviewed the hours entered by Shounak S. Dharap, who is an associate at  
4 The Arns Law Firm and they comport with my recollection of the time which he spent on this  
5 case. Mr. Dharap has a total of 106.9 hours on this case. Mr. Dharap's practice at The Arns Law  
6 Firm involves complex class action practice. His billing rate is \$429.47 per hour. His total lodestar  
7 is \$45,910. Attached as **Exhibit 7** is a true and correct copy of Mr. Dharap's curriculum vitae.

8 21. Mr. Dharap's attorney hours in this case, by topic, are: 1) Research, Case Review,  
9 and Memorandums (5.7), 2) Discovery, Document Review and Organization (15.5), 3) Strategy  
10 Meetings, Communication and Work Groups (12.2), 4) Correspondence with Class  
11 Representatives (0.4), 5) Correspondence with Experts and Others (35.4), 6) Deposition and  
12 Exhibit Prep (6), 7) Filing, Orders and Motion Preparation (31.7), 8) Court Appearances and  
13 Preparation for Appearances (0), 9) Mediation and Settlement Preparation (0), and 10) Meet and  
14 Confer, and Correspondence with Defendant (0). A chart containing a graphical representation of  
15 the distribution of these hours is attached as **Exhibit 8**.

16 22. Katherine Rabago, Truong Pham, and Kathleen McMahon, as law clerks at The  
17 Arns Law Firm, supported the organization of documents and data obtained during case discovery.  
18 These clerks also communicated with clients to gather and supplement data and documents that  
19 were heavily relied upon in drafting and preparing client declarations. In total, they contributed  
20 138.8 hours to this case at a billing rate of \$150. Their total lodestar amounts to \$20,820.

21 23. The law clerks hours in this case, by topic, are: 1) Research, Case Review, and  
22 Memorandums (0), 2) Discovery, Document Review and Organization (1.3), 3) Strategy  
23 Meetings, Communication and Work Groups (0.8), 4) Correspondence with Class Representatives  
24 (44.7), 5) Correspondence with Experts and Others (0), 6) Deposition and Exhibit Prep (74.9), 7)  
25 Filing, Orders and Motion Preparation (0), 8) Court Appearances and Preparation for Appearances  
26 (0), 9) Mediation and Settlement Preparation (0), and 10) Meet and Confer, and Correspondence  
27 with Defendant (0). A chart containing a graphical representation of the distribution of these hours  
28 is attached as **Exhibits 9, 10, and 11**.



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**Litigation Expenses**

24. My firm has incurred \$73,166.84 in litigation expenses including costs for expert fees, travel, depositions, etc. A summary of those expenses is attached as **Exhibit 12**.

25. Copies of detailed timesheets and expenses are proprietary, but they will be made available for the Court’s review upon request.

26. Of all hours worked on this case by the various attorneys, there was little to no duplication of effort, as we divided up the work as noted into discrete tasks. For all hours worked, including by me, I exercised my discretion to cut hours where I felt time was non-compensable or exceeded what was reasonably necessary to accomplish the task in question. I have reduced some of my time for meetings with co-counsel, where I felt our time in talking jointly to opposing counsel, for example, may have been duplicative. We consciously assigned work to be done as efficiently and effectively as possible by the attorneys in accordance with our respective skills, expertise, and availability. I believe this division of effort contributed to efficiently obtaining the settlement reached between the parties.

27. A significant amount of additional attorney hours will be necessary to ensure final approval and proper administration of the Settlement. This future work is not reflected in the lodestar before the court.

28. Neither I nor my co-counsel have received any compensation for the hours we have worked on this case. Working without compensation on a large case for this time has had a negative financial impact on the economic health of my practice. This is not stated as a complaint, but for the court’s consideration in determining an appropriate attorney fee award.

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1 I declare under penalty of perjury under the laws of the State of California and the United  
2 States that the foregoing is true and correct. Executed on June 10, 2021 at San Francisco, California.

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Robert S. Arns  
**THE ARNS LAW FIRM**  
515 Folsom Street, 3rd Floor  
San Francisco, CA 94105  
Tel.: 415-495-7800  
Fax: 415-495-7888

Christopher J. Healey, State Bar No. 105798  
**DENTONS US LLP**  
4655 Executive Drive, Suite 700  
San Diego, CA 92121  
Tel: (619) 236-1414  
Fax: (619) 232-8311

Guy B. Wallace, State Bar No. 176151  
**SCHNEIDER WALLACE**  
**COTTRELL KONECKY LLP**  
2000 Powell Street, Suite 1400  
Emeryville, California 94608  
Tel: (415) 421-7100  
Fax: (415) 421-7105

*Counsel for Plaintiffs and the Class*

# EXHIBIT

1

## Curriculum Vitae Robert S. Arns

### LEGAL CAREER

- ❑ Since 1975 has only represented plaintiffs in class actions and injury and death cases throughout the country as an attorney in San Francisco
- ❑ Resolved approximately over \$1 billion in cases by trial and settlement and tried over 60 cases
- ❑ Numerous largest verdicts and settlements in many counties
- ❑ Founded The Arns Law Firm in San Francisco in December 1996
- ❑ San Francisco Trial Lawyer of the Year 2004 for San Francisco, finalist numerous times
- ❑ Finalist for CAOC (Consumer Attorneys of California) Trial Lawyer of the Year numerous times, CAOC is the largest plaintiffs' trial bar of any state
- ❑ Professor of Law at the University of San Francisco School of Law teaching trial practice to 3<sup>rd</sup> year law students for 16 years
  - Professor of the Year 2010
- ❑ University of San Francisco School of Law Alumni of the Year 2009
- ❑ 2005 Selected by the State Bar of California to present the inaugural "Superstars of Trial" presentation to practicing (only one plaintiff lawyer and one defense lawyer chosen to present program)
- ❑ Through peer review elected one of the "Top 100" Super Lawyers in Northern California-- this includes lawyers practicing in all specialties
- ❑ Argued numerous appeals in front of the California Supreme Court, 9<sup>th</sup> Circuit Court of Appeals, and California Appellate Courts
- ❑ Included in *The Best Lawyers in America* © which is regarded as the definitive guide to legal excellence in the United States
- ❑ Author of The Rutter Group legal treatises *The California Evidence Wheel*©, *The California Trial Wheel*© *The Federal Evidence Wheel*©, and *The Federal Trial Wheel*© published by West/Thompson Reuters.
- ❑ Presenter of ABOTA Masters of Trial on numerous occasions in different venues in California over eight time -- This Masters of Trial is billed as the best of the best lawyers
- ❑ AV Preeminent Rating Martindale-Hubbell -- means highest ability and highest ethics
- ❑ Frequent lecturer addressing legal topics involving trial practice, evidence, class actions, civility, tort law and numerous legal topics

### EDUCATION

- ❑ 1967 Central Catholic High School, Portland, Oregon
  - ❑ 1971 Graduated with Highest Honors from U.C. Santa Barbara with BA in English Literature
  - ❑ 1975 Graduated *Cum Laude* (top 5% of class) from University of San Francisco Law School, Managing Editor of the Law Review, Moot Court Champion
-

### **LEGAL SPECIALTY**

Plaintiff only cases involving:

- ❑ Class actions involving plaintiff consumer issues and wage and hour cases; resolution of over 50 class actions including
  - Banking Cases
  - Wage and Hour Cases
  - Legal Document Assistant Cases – Unauthorized Practice of Law
  - Skill Nursing Facility and RCFE S Cases
  - Cases from the internet including
    - Computer hacking
    - Online Facebook privacy violations including Right of Publicity Case with over 125,000,000 class members
    - Auto renew cases
- ❑ Serious injury and death cases for plaintiff families including
  - construction project incidents
  - product failures
  - other tort cases resulting in serious injury and/or death
  - medical appliance failures
- ❑ Unfair business practice and unfair competition cases

### **MEMBERSHIPS**

- ❑ American Board of Trial Advocates
  - Chosen to participate in numerous Masters in Trial Presentation in both Northern and Southern California, billed as the “best of the best” trial lawyers; frequent presenter of ABOTA Civility Seminar
- ❑ Consumer Attorneys of California
- ❑ San Francisco Trial Lawyers, Board Member

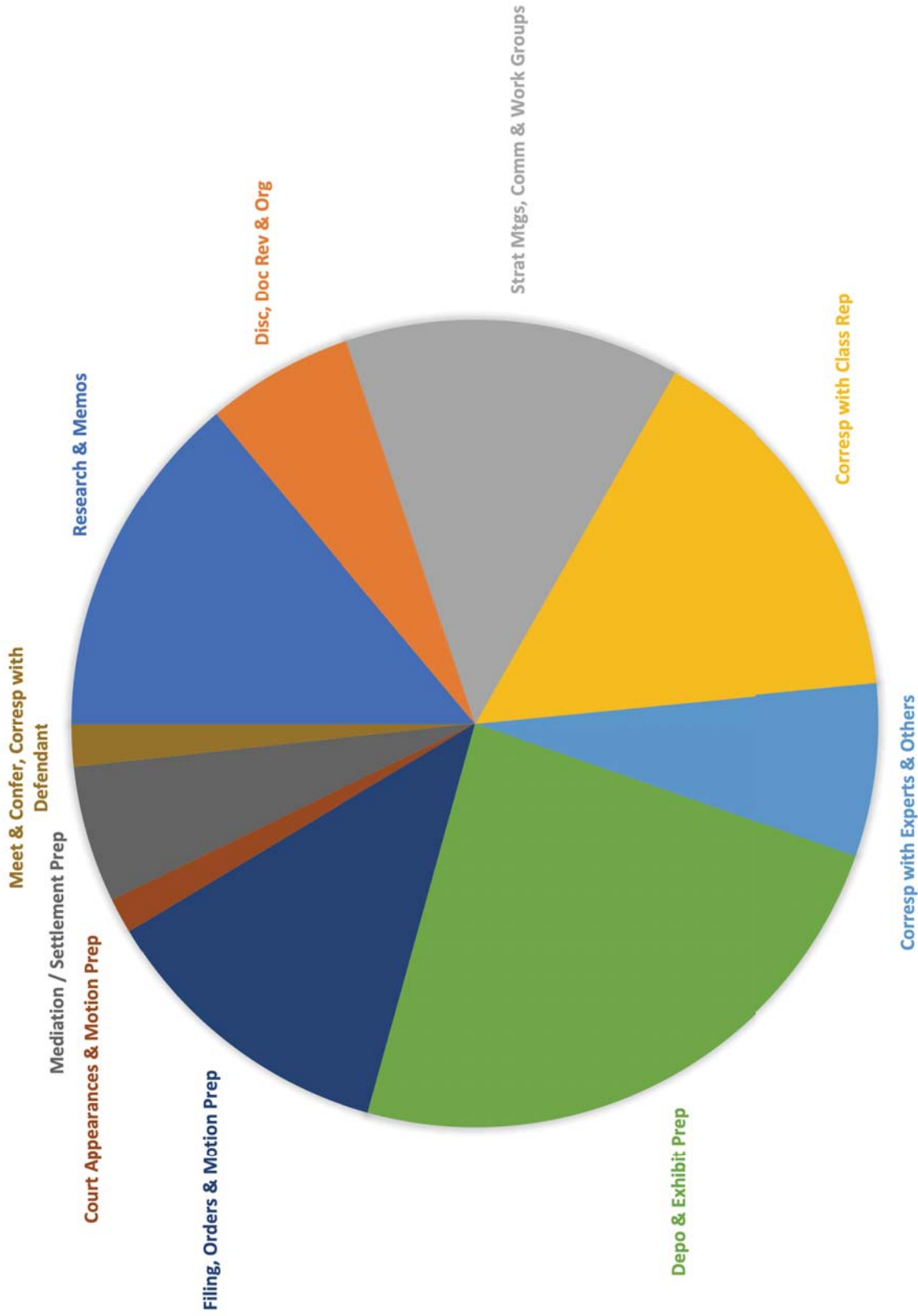
### **SPEAKING ENGAGEMENTS & SEMINAR PRESENTATIONS**

- ❑ Too many to list.
-

# EXHIBIT

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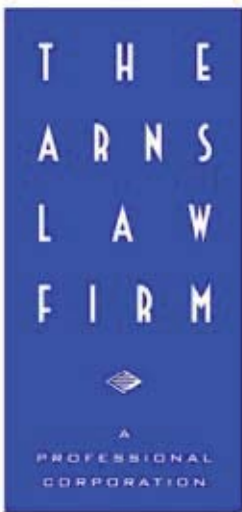
**ROBERT S. ARNS**



# EXHIBIT

3





**Robert C. Foss**  
**515 Folsom St.**  
**Third Floor**  
**San Francisco, CA, 94105**  
**415-495-7800**  
**rcf@arnslaw.com**

**Robert C. Foss specializes in class action litigation. He has served as a central figure in litigating and resolving class action cases on behalf of consumers and employees against companies such as Facebook, Home Depot, LegalZoom, and other multi-national corporations. His experience includes seeking class-wide recovery for digital privacy violations, wage and hour discrepancies, and violations involving consumer transactions, from case inception through the appellate process.**

### **LITIGATION EMPLOYMENT EXPERIENCE:**

#### **Associate Attorney, The Arns Law Firm, San Francisco Office – Current**

Multi-case litigation, attorney support, motion drafting as well as trial and mediation preparation for the firm's consumer class action, wage and hour, and industrial injury practice.

Highlights with the firm include:

- On litigation team which brought and settled a nation-wide class action involving right of publicity with roughly 150 million class members.
- Closely involved in resolution of multiple cases against medical services plan operators in California arising out of the improper treatment of customer billings.
- Worked on team which resolved a class action against a national bank for improper crediting of mortgage payments made by homeowners.
- Preparing damage calculation and case valuation models used in the successful settlement of a nationwide class action for claims alleging California Legal Document Assistant and Unauthorized Practice of Law violations
- Involvement in successful settlement proceedings in a class action against a national home improvement retailer for wage and hour violations
- Data preparation for analysis to determine statutory violations in Patient Bill of Rights in class action cases against multiple skilled nursing facilities.
- Preparation of liability/damage presentations for multiple construction injury and class action cases
- Significant effort to settle a consumer class action against a major mortgage lender for alleged improper processing of mortgage payments resulting in unwarranted fees to the customers

### **OTHER LEGAL EXPERIENCE:**

#### **Legal Publication Assistant – 2009-2017**

Working with San Francisco attorney to update several practice guides published by *The Rutter Group* as well as expand applicability to additional jurisdictions.

#### **Legal Research Assistant - University of San Francisco – 2008-2010**

Support professors, faculty and staff by researching legal issues, preparing memoranda and reports, and responding to requests for answers to legal questions. Duties ranged from

researching specific cases to examining evolving state ethics standards. This included drafting sections relating to maximum punishment under United Kingdom criminal statutes and *jus cogens* norms for an amicus brief submitted to the United States Supreme Court in the appeals of *Graham v. Florida* and *Sullivan v. Florida* on behalf of Amnesty International. Additionally, the research position also included significant investigation in repeat wrongful convictions, which required locating and obtaining obscure documents.

**Investor Justice Clinic – University of San Francisco – 2007**

Provided education and assistance to individual investors with limited access to legal counsel in Financial Industry Regulatory Authority (“FINRA”) arbitrations under the direction and supervision of securities and investment attorneys. Drafted FINRA complaints and interfaced with opposing counsel and FINRA representatives in preparation for mediation or arbitration.

**Legal Intern – Banning, Micklow, & Bull, LLC – 2009**

Supported attorneys in a firm specializing in Maritime law through researching issues and preparing communication to defendants, legal drafting, preparing memoranda of law and other litigation support.

**Business Editor/Technical Editor – Univ. of San Francisco Maritime Law Journal – 2008-2010**

Responsible for leveraging journal assets into subscription conversions, increasing brand recognition, and cultivating program interest. Fostered relationships with potential and current subscribers, and supported editors through substantive and technical editing of journal content. Worked with CLE providers to organize and execute Maritime CLE training sessions for practitioners and other industry professionals.

**FORMAL EDUCATION:**

- Juris Doctor, 2010 – University of San Francisco School of Law
- Master of Business Administration, 2010 – University of San Francisco School of Business and Professional Studies
- Bachelor of Arts, Business Economics, 2004 – University of California Santa Barbara
- Microsoft Certified Solutions Engineer Training

**ADMISSIONS:**

- California, 2011
- US District Court, Northern District, 2011
- Ninth Circuit Court of Appeals, 2014

**OTHER RELEVANT EXPERIENCE:**

**Independent Computer Consultant**

Provided specialized support for multiple clients requiring account maintenance, field appointment scheduling, disaster response, project planning, product and system recommendations, plan implementation, and completion reporting. Duties included software support and integration, digital layout and graphic design work, system setup and client training.

**Computer Systems Administrator / IT Department Head – Pacific Operators Offshore, Inc.**

Responsible for management of and maintenance of over fifty computer systems at distributed locations. Significant project planning, implementation and follow up on multiple mission-critical systems to increase worker and system productivity while eliminating system

inefficiency. Job duties and experience included everything from supporting end user email systems to deployment and support of monitoring and reporting distributed petroleum production equipment.

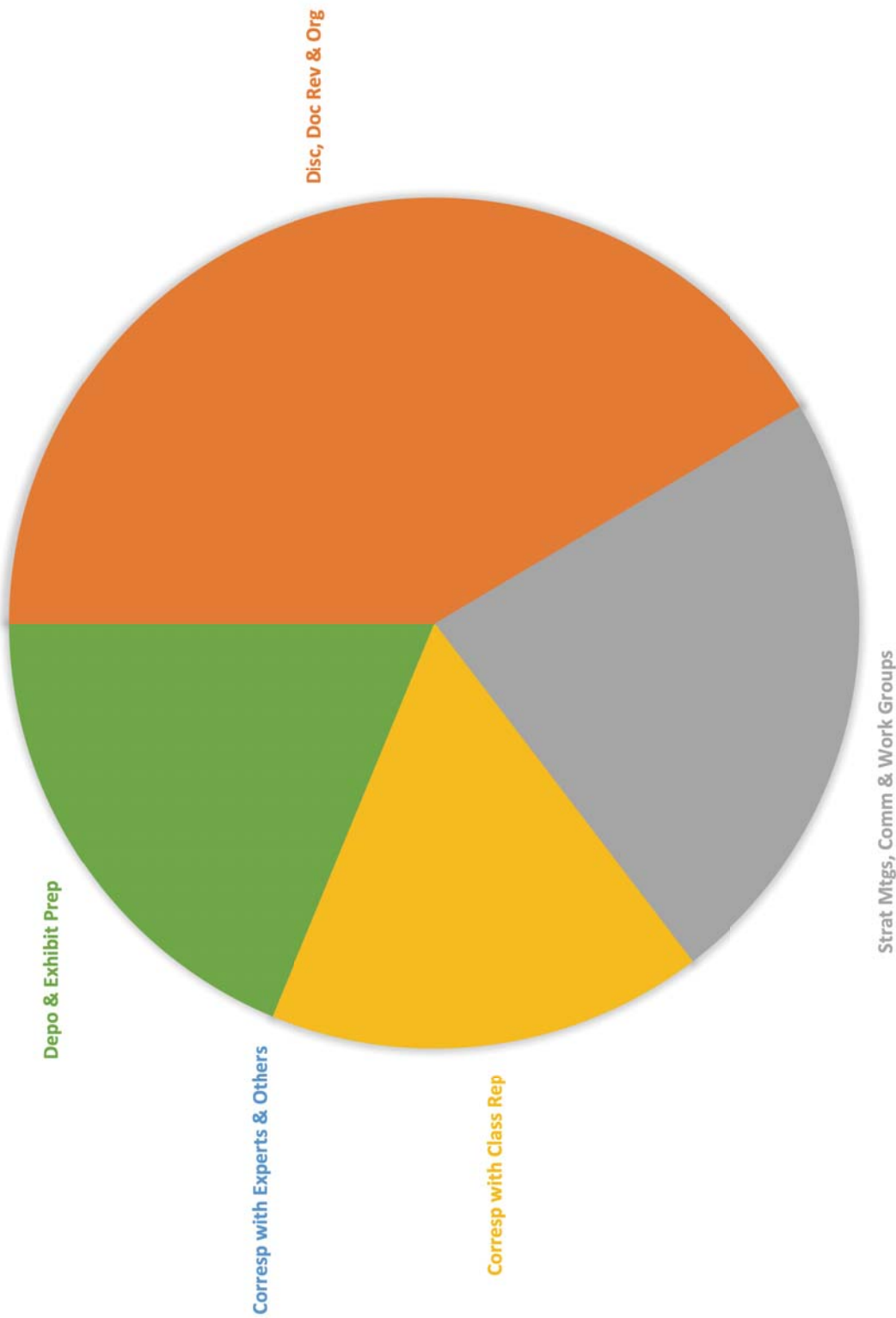
**PROFESSIONAL MEMBERSHIPS:**

- Consumer Attorneys of California
- San Francisco Trial Lawyers Association

# EXHIBIT

4

**ROBERT C. FOSS**



# EXHIBIT

5

**Julie C. Erickson**  
**515 Folsom St., Third Floor**  
**San Francisco, CA, 94105**  
**415-495-7800**  
**jce@arnslaw.com**

## LITIGATION EMPLOYMENT EXPERIENCE

**The Arns Law Firm, San Francisco, CA**  
*Associate Attorney*

Dec. 2013–Current

- Practice focuses on all phases of complex class action litigation, including taking depositions, managing discovery, briefing and arguing motions, and preparing for settlement or trial. Exclusively represents plaintiffs in a diverse set of state and national class actions including consumer, wage and hour, and elder disputes in federal and state courts. Special expertise in addressing mandatory pre-dispute arbitration agreements.
- **Employment:** Manage or assist in all aspects of litigation of wage and hour class actions, from initial pleading stage, through discovery, class certification, and in settlement. Develop case strategy, draft pleadings and discovery, draft and argue motions, take depositions, and research complex and cutting-edge legal issues. Represent employees of on-demand “gig economy” companies, flooring installation companies, and skilled nursing facilities. Successfully briefed motions for approval of class action settlements.
- **Consumer & Privacy:** Responsible for briefing, including successfully opposing demurrers and motions to compel arbitration, drafting and managing discovery, taking depositions, and settlement preparation. Cases include state-wide class actions against three major health insurance companies for violations of the Health & Safety Code and consumer protection laws.
- **Elder Law:** Draft motions and discovery, take depositions, and prepare witnesses in support of multiple class action cases against skilled nursing facilities for understaffing and violations of the Patient’s Bill of Rights. Represent a class of nursing home residents in class-wide arbitration against the largest chain of skilled nursing facilities in the state. Also represent residents of Residential Care Facilities for the Elderly (RCFEs) for violations of the Consumers Legal Remedies Act and Unfair Competition Law.
- **Qui Tam/Whistleblower:** Pre-litigation investigation and analysis of False Claims Acts (“FCA”) violations in the healthcare arena. Draft complaints and disclosure statements in support of FCA actions.

## OTHER LEGAL EXPERIENCE

**The Arns Law Firm, San Francisco, CA**  
*Law Clerk*

May 2012–Nov. 2013

- Supported litigation and settlement efforts in nationwide class action involving right of publicity with roughly 150 million class members.
- Drafted complaint for a wage and hour class action as well as portions of voluntary settlement conference statements to be used in mediations
- Researched complicated legal issues for use in brief opposing summary judgment of a complex securities fraud action
- Performed substantial legal research for complicated class action that would be first of its kind

**San Francisco Superior Court, Small Claims Division**  
*Court Mediator*

Jan. 2012–May 2012

- Facilitated settlement negotiations between adverse parties by promoting communication
- Drafted settlement agreements on behalf of parties and presented them to court for approval

**Law Offices of Michael D. Thamer**, San Francisco, CA

May 2011–Jan. 2012

*Law Clerk*

- Supported seven co-counsel firms by assisting in discovery efforts for six class action suits
- Reviewed and summarized thousands of CA Department of Public Health records and Office of Statewide Health Planning & Development cost reports for 27 skilled nursing facilities

**OneJustice**, Asian Pacific American Legal Center, Fresno, CA

Oct. 2011

*Naturalization Clinic Assistant*

### **FORMAL EDUCATION**

- Juris Doctor, *cum laude*, 2013 – University of San Francisco School of Law
  - USF Law Review: Executive Board, Articles Editor, 2012–2013
  - Honors: CALI Awards for Academic Excellence in Evidence and Employment Law
- Bachelor of Arts, Communication, *magna cum laude*, 2008 – Santa Clara University

### **ADMISSIONS**

- California, December 2013
- U.S. District Court, Northern District of California, December 2013

### **PROFESSIONAL MEMBERSHIPS**

- Consumer Attorneys of California
- San Francisco Trial Lawyers Association
- California Advocates for Nursing Home Reform (CANHR)

### **SEMINARS AND PRESENTATIONS**

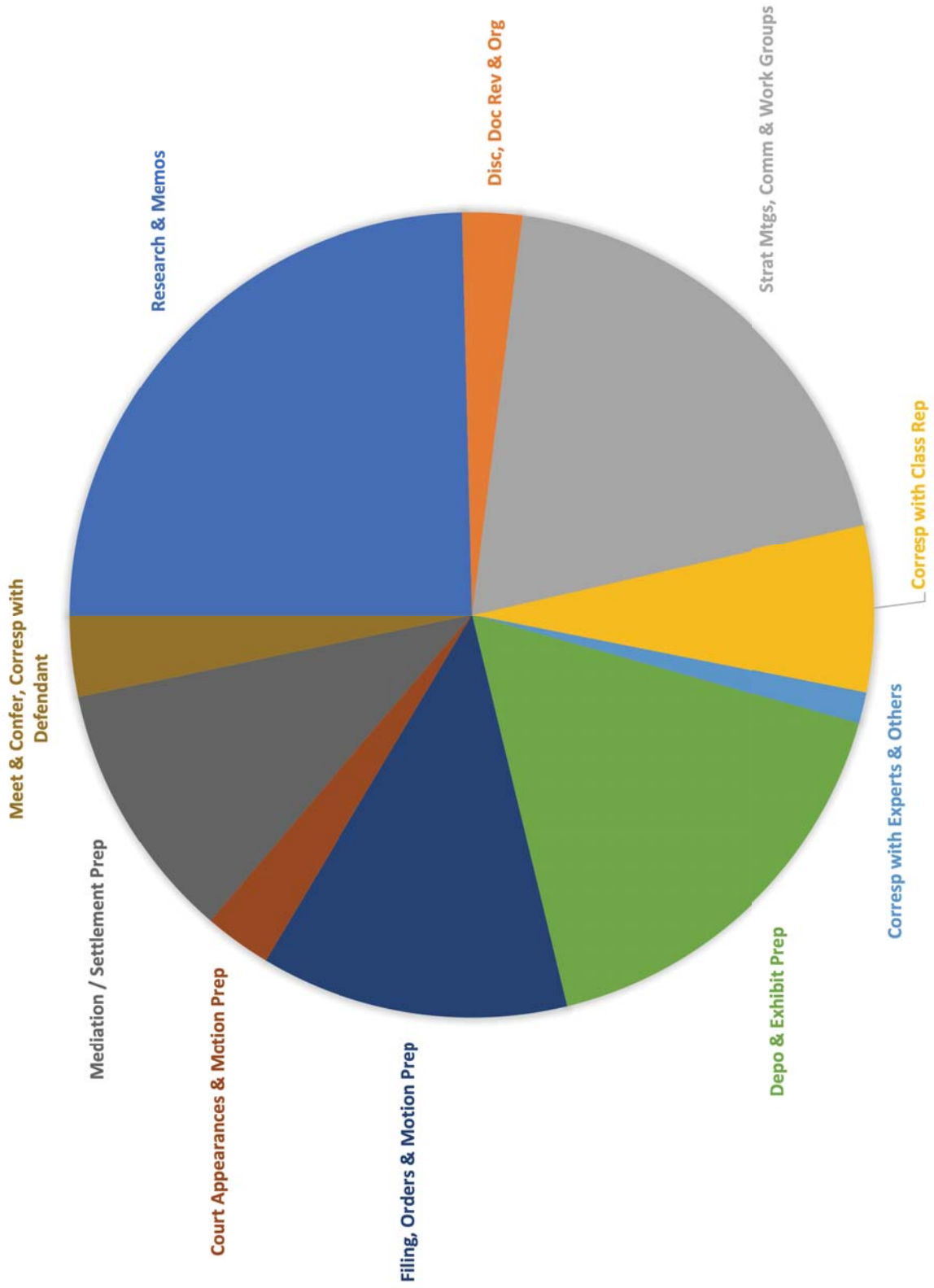
- Presenter, “Mandatory Pre-Dispute Arbitration Agreements,” San Francisco Trial Lawyers Association, January 2016



# EXHIBIT

6

**JULIE C. ERICKSON**



# EXHIBIT

7

**Shounak S. Dharap**

515 Folsom St., 3<sup>rd</sup> Fl., San Francisco, CA 94104 | [ssd@arnslaw.com](mailto:ssd@arnslaw.com) | (650) 575-6485

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**Professional Experience**

**University of San Francisco, School of Law, San Francisco, CA**

*Adjunct Professor*

Jan 2021 – May 2021

- Designed and taught an experiential/practical skills law school course titled “Litigating Workers’ Rights in the Gig Economy.”

**The Arns Law Firm, San Francisco, CA**

*Associate Attorney*

Dec 2016 - Present

*Law Clerk*

Jan 2016 – Nov 2016

- Complex litigator in federal and state court. Practice areas include labor and employment, consumer fraud, sex abuse, elder abuse, and mass torts.

**California Court of Appeal, San Francisco, CA**

*Judicial Extern for Justice Kathleen Banke*

May 2015 – July 2015

- Assisted the Honorable Justice Kathleen M. Banke in researching and drafting appellate judicial opinions in both criminal and civil law.

**United States Attorney’s Office, San Francisco, CA**

*Law Clerk Intern (Narcotics)*

Jan 2015 – May 2015

- Assisted in the prosecution of a public figure for racketeering; drafted a policy memo regarding the efficacy of federal narcotics prosecution.

**Santa Clara County District Attorney, San Jose, CA**

*Law Clerk Intern (Central Felonies Unit)*

Jun 2014 – Aug 2014

- Assisted in the prosecution of violent felonies by researching and drafting motions, investigating case, and preparing trial strategy.
- 

**Other Experience**

**Palo Alto Unified School District Board of Education, Palo Alto, CA**

*Governing Trustee*

Nov 2018—Present

- Elected school board trustee and current president of PAUSD, the #1-rated unified school district in California.

**California Bar Exam Content Validity Committee, San Francisco, CA**

*Member*

May 2017 – Aug 2017

- Appointed by the Supreme Court of California to serve on a State Bar committee reexamining the content validity of the California Bar Exam.
- 

**Education**

**University of San Francisco, School of Law**

J.D., *cum laude*, May 2016

**University of California, Santa Cruz**

B.A., English Literature, August 2012

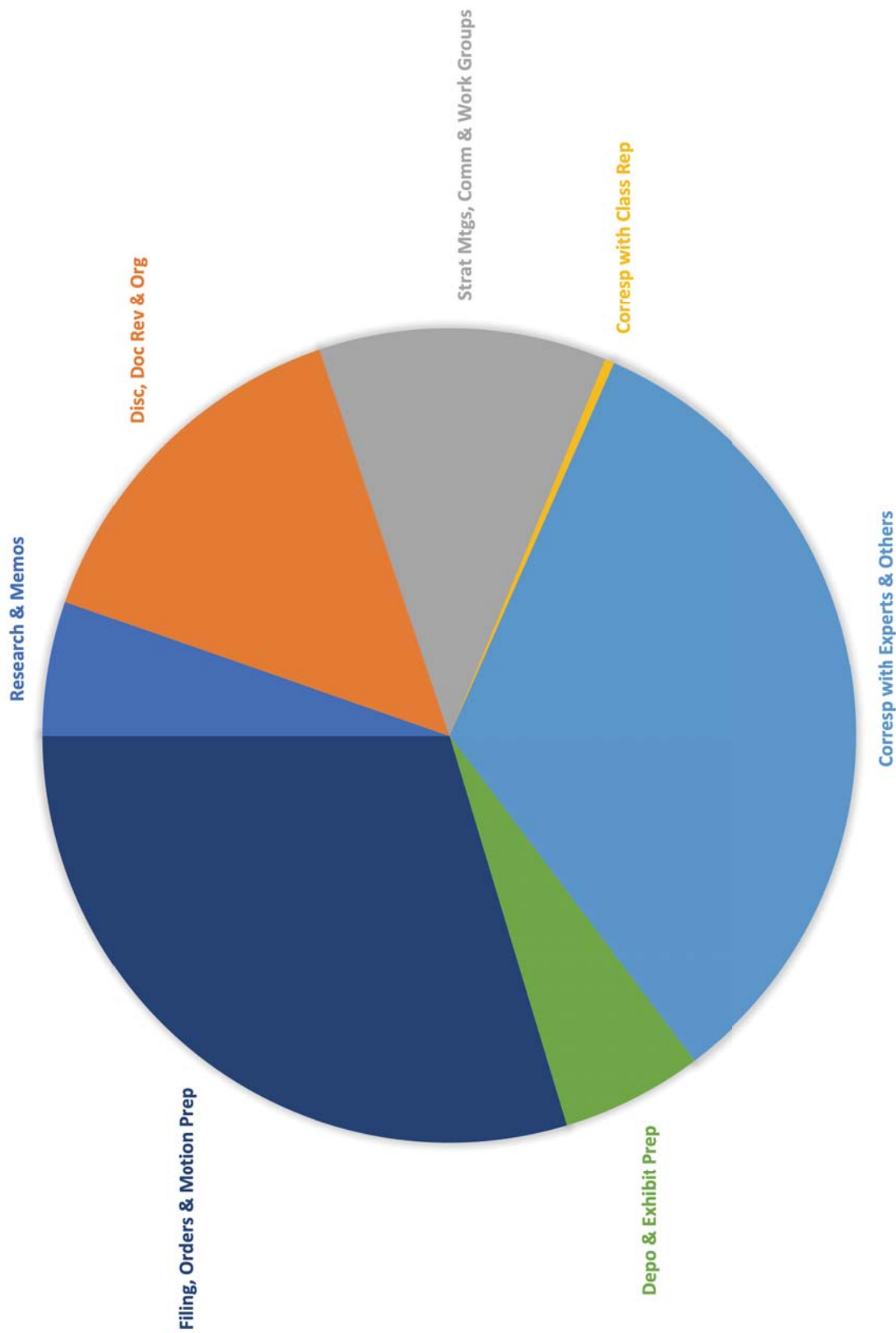
**Admissions**

State of California  
Northern District of California  
Central District of California

# EXHIBIT

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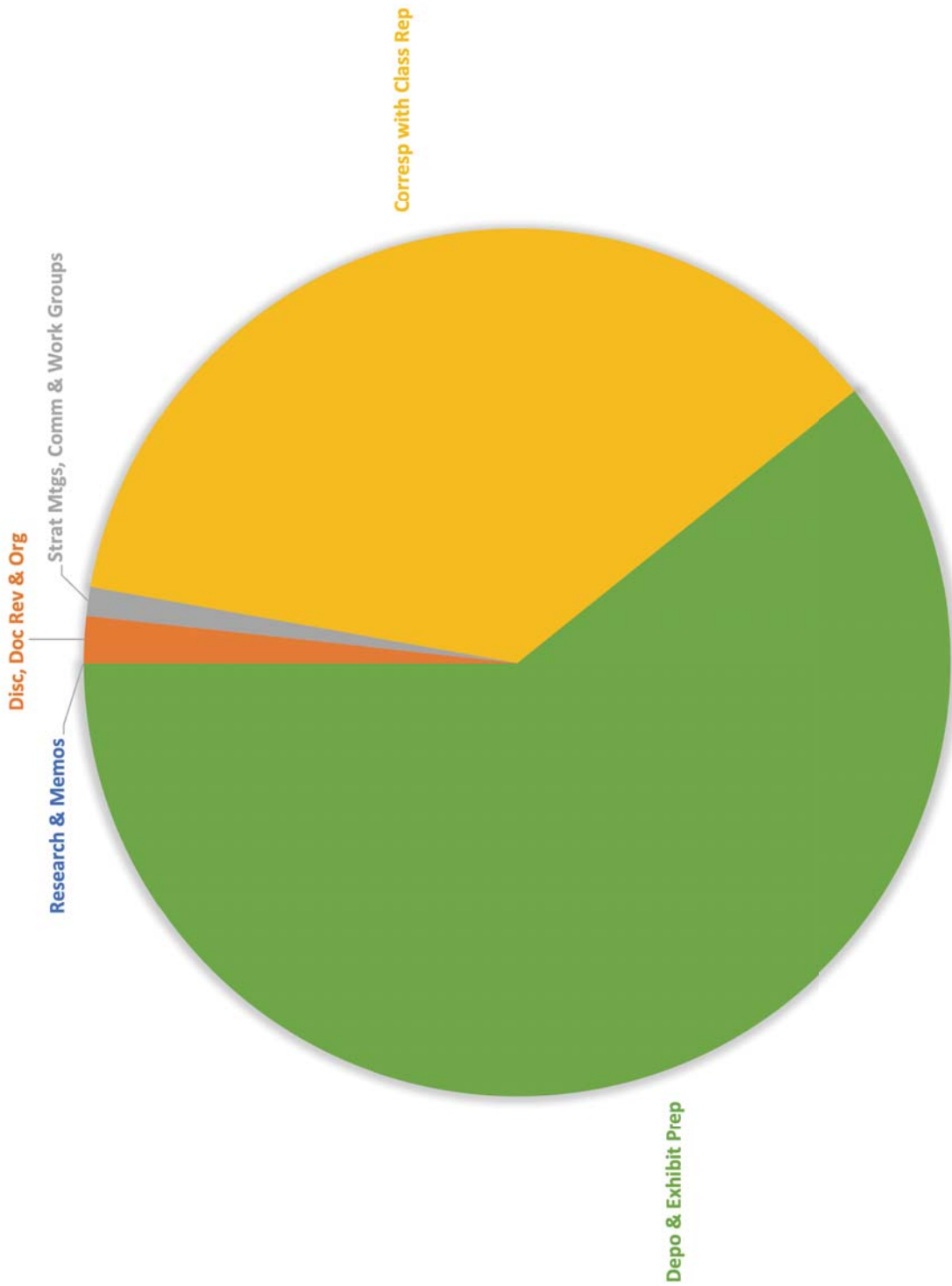
# SHOUNAK S. DHARAP



# EXHIBIT

9

**KATHERINE A. RABAGO**

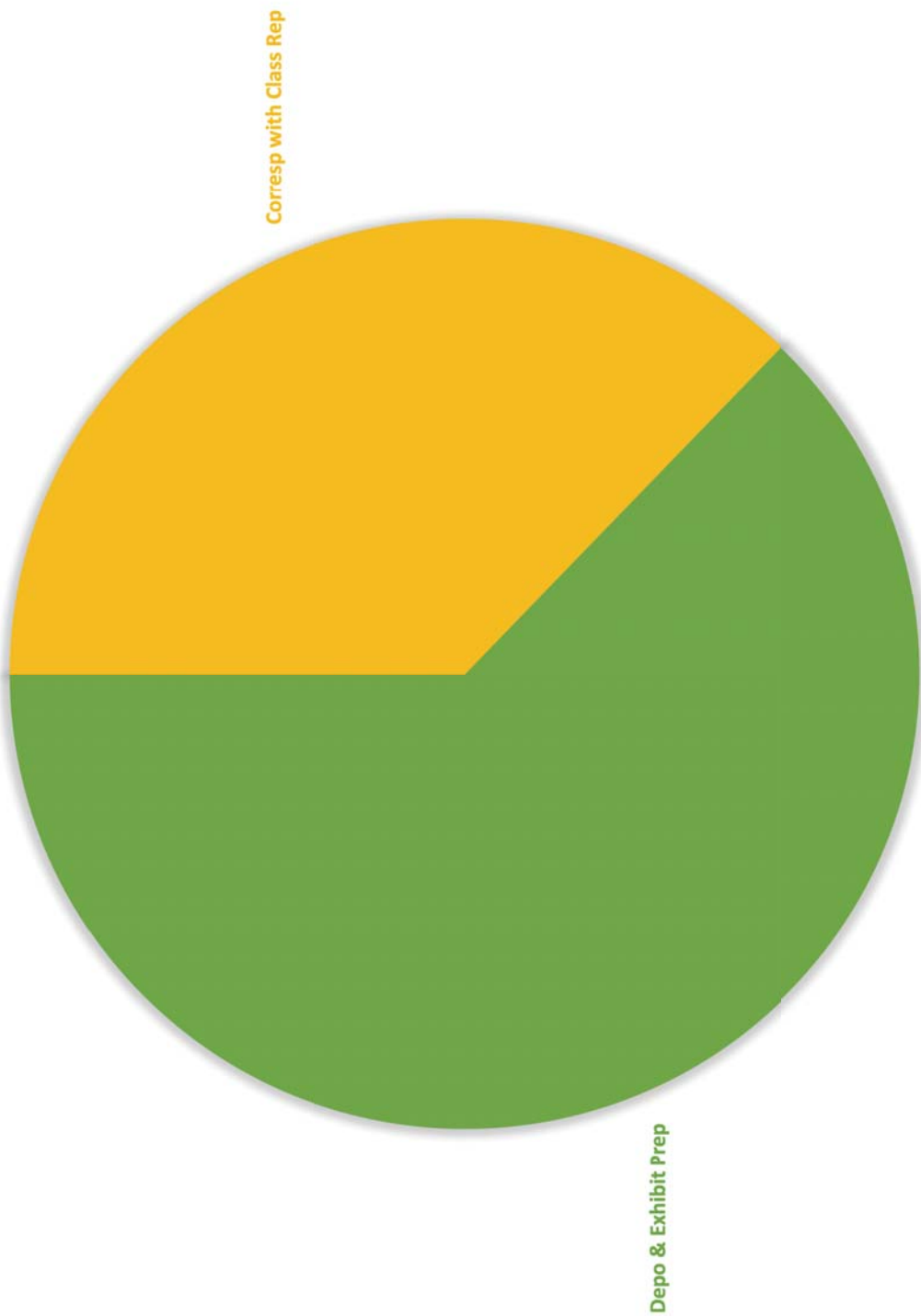




# EXHIBIT

10

**TRUONG X. PHAM**



# EXHIBIT

11

**KATHLEEN J. MCMAHON**



**Corresp with Class Rep**

# EXHIBIT

12

Expert Witness Costs	\$ 70,000
Deposition Expenses	\$2059.05
Lexis/Westlaw	\$
Mediation Fees	\$
Airfare and Related Costs	\$802.94
Lodging and Related Costs	\$
Attorney Services	\$
Court/Filing Fees	\$100.55
Ground Transportation	\$
Litigation Support Costs	\$105.18
Courier Services	\$98.55
Third Party Copying Costs	\$
Investigation Report Charge	\$
TOTAL	\$73,166.84

# **EXHIBIT I**

1 Kathryn A. Stebner, State Bar No. 121088  
kathryn@stebnerassociates.com  
2 George Kawamoto, State Bar No. 280358  
george@stebnerassociates.com  
3 **STEBNER AND ASSOCIATES**  
870 Market Street, Suite 1212  
4 San Francisco, CA 94102  
Tel: (415) 362-9800  
5 Fax: (415) 362-9801

6 Guy B. Wallace, State Bar No. 176151  
gwallace@schneiderwallace.com  
7 Mark T. Johnson, State Bar No. 76904  
mjohnson@schneiderwallace.com  
8 **SCHNEIDER WALLACE COTTRELL**  
9 **KONECKY WOTKYNS, LLP**  
2000 Powell Street, Suite 1400  
10 Emeryville, CA 94608  
Tel: (415) 421-7100  
11 Fax: (415) 421-7105

12 [Additional Counsel Listed on Service Page]

13 Attorneys for Plaintiff and the Proposed Class

14 **UNITED STATES DISTRICT COURT**  
15 **NORTHERN DISTRICT OF CALIFORNIA**  
16 **OAKLAND DIVISION**

17 Kathi Troy, as Successor-in-Interest to the  
18 Estate of June Newirth; Barbara Feinberg;  
Elizabeth Barber, Andrew Bardin, and  
19 Thomas Bardin as successors-in-interest to  
the Estate of Margaret Pierce; and Carol  
20 Morrison, by and through her Attorney-in-  
21 Fact Stacy Van Vleck, on their own behalves  
and on behalf of others similarly situated,

22 Plaintiffs,

23 vs.

24 Aegis Senior Communities, LLC, dba Aegis  
25 Living; and Does 1 Through 100,

26 Defendants.

CASE NO. 4:16-cv-03991-JSW

**DECLARATION OF DAVID T. MARKS IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES AND COSTS**

DATE:  
TIME:  
JUDGE:  
PLACE:



1           1.       I, David T. Marks, declare as follows:

2           2.       I am the founding partner of the law firm of Marks Balette Giessel & Young,  
3 P.L.L.C. located in Houston, Texas, and I serve as one of the counsel of record for Plaintiffs in  
4 the two putative class actions that are being resolved through the instant settlement: Newirth v.  
5 Aegis Senior Communities LLC, N.D. Cal. Case No 4:16-cv-03991-JSW (the "California case")  
6 and Morrison v. Aegis Senior Communities LLC, Wash. State Case No. 18-2-06326-4 SEA ( the  
7 "Washington case").

8           3.       I have personal knowledge of facts set forth herein and would competently testify  
9 as to the same if called as a witness in this matter. This declaration is submitted in support of  
10 Plaintiffs' motion for final settlement approval and separate motion for attorneys' fees, litigation  
11 costs and service awards to the Named Plaintiffs.

12                   **Experience and Background**

13           4.       I have been practicing law for 43 years. I am licensed to practice before the courts  
14 of the State of Texas, Arkansas, Kentucky, North Carolina, Oklahoma, and Tennessee, and am a  
15 member in good standing of the Bars in these states. My pro hac vice application was granted in  
16 this case on November 22, 2019, by this Court.

17           5.       I have extensive experience in long term care litigation having spent more than 38  
18 years prosecuting complex civil and criminal cases that involve corporate financial decisions to  
19 systemically limit or reduce the number of staff and cause widespread failure to deliver needed  
20 and promised care to elderly and dependent residents. The majority of the cases I have handled  
21 during my career have involved the issue of whether a long-term care facility or corporate parent  
22 engaged in a pattern and practice of understaffing making it impossible for caregivers to provide a  
23 significant amount of the care services required by and promised to the resident population.

24           6.       During my four decades of law practice, I have served as lead trial counsel in some  
25 of the largest verdicts in the United States involving: (a) chronic understaffing in long term care  
26 facilities and (b) budgetary pressure and control exerted by a corporate parent over facilities to  
27 ensure adherence to skeletal staffing levels. By way of example:

28

- 1 a. In 1997, I was lead counsel in *Waites v. Beverly Enterprises, Inc.* (an  
2 understaffing case against the largest nursing home operator at the time in  
3 the United States) where a jury found that a corporate parent deliberately  
4 and dangerously understaffed a facility and returned a verdict for \$83  
5 million [reduced by the Court to a \$56 million judgment].
- 6 b. In 2004, I served as co-lead counsel on behalf of the Creditors Committee  
7 in an understaffing case against Zurich Insurance Co. and a bankrupt  
8 nursing chain, Senior Living Properties (debtor), consisting of 87 facilities  
9 (located in Texas and Illinois) in the United States Bankruptcy Court,  
10 Northern District Texas.<sup>1</sup> Based on the evidence of Zurich's control over  
11 staffing and operational decisions at 87 nursing homes, the Court entered  
12 judgment against Zurich finding it was the equitable partner of Senior  
13 Living Properties and, therefore, liable for \$528 million in debt.
- 14 c. In 2006, I served as co-lead attorney in *Mendoza v. Summit Care*  
15 *Corporation*, a chronic understaffing and abuse case, which resulted in a  
16 \$160 million verdict.
- 17 d. In 2017, I served as lead counsel in a class action case, *Lamb v. Golden*  
18 *Living* (GGNSC Holdings, LLC), for understaffing and violations of the  
19 Arkansas Deceptive Trade Practices Act in twelve facilities owned and  
20 operated by Golden Living in Arkansas. Significantly, Plaintiff's staffing  
21 experts and system engineers developed scientific evidence that during the  
22 Class Period, the 12 Golden Living facilities failed to deliver over 168,000  
23 hours of basic care to dependent residents. After 120 depositions and  
24 shortly before trial, the case settled for \$71 million, resulting in a common  
25 fund of \$48 million from which residents or their estates received

26  
27 <sup>1</sup> See Memorandum and Opinion dated April 22, 2004, *In Re: Senior Living Properties, L.L.C.*,  
28 Case No. 02-34243-SAF-11, United States Bankruptcy Court, N. D. Texas, Dallas Div.

1 compensation of \$55 for each day a class member resided in one of the  
2 subject facilities. Additionally, Golden Living paid attorneys' fees and  
3 costs of \$23 million.

4 e. Further, in 2018, I served as lead counsel in a case against the largest  
5 assisted living company in the United States, Brookdale Senior Living,  
6 Inc., arising out of understaffing and the death of a 99-year-old resident.  
7 The case settled for \$5 million.<sup>2</sup>

8 7. Collectively, I have been lead counsel on more than 140 wrongful death cases  
9 alleging understaffing which have each resulted in settlements in excess of \$1,000,000.<sup>3</sup>

10 8. Additionally, for almost 10 years, my firm has worked with the leading system  
11 engineering and computer simulation firm in the country, ProModel/MedModel, to develop  
12 scientific evidence that can mathematically determine: (a) if enough caregivers are or were  
13 allocated to the job to complete all required care tasks in a long term care facility, (b) the  
14 minimum amount of labor time required to perform all care required by the resident population in  
15 a facility on a per day/shift basis, during a set timeframe, (c) the maximum amount of the  
16 assigned work that can possibly be performed by a set number of caregivers during a defined  
17 timeframe, and (d) the quantity of services, if any, that cannot be performed during a set  
18 timeframe by a set number of staff due to workload exceeding the maximum work capacity of  
19 staff.

20 \_\_\_\_\_  
21 <sup>2</sup> Pursuant to the terms of the settlement agreement, any reference to this settlement requires a  
22 disclosure that the decision to settle was made solely by Brookdale's insurance carrier.

23 <sup>3</sup> As a result of my experience litigating understaffing cases, I have been invited to serve as  
24 faculty in continuing legal, medical, and nursing continuing education courses across the United  
25 States, including American Academy of Forensic Science, National Association of Medicaid  
26 Fraud Control Units, and National District Attorneys Association, University of Arkansas School  
27 of Medicine and John L. McClellan Memorial Veterans Hospital, University of Texas at Austin  
28 School of Nursing, Texas Tech University School of Nursing, Memorial Hermann Hospital  
System, St. Vincent's Medical Center, Harris County Department of Social Services, National  
Coalition of Nursing Home Reform, and the Annual Scientific Assembly of the Southern Medical  
Association, State Bar of Texas,. Additionally, I have authored a number of articles about the  
importance of long-term care facilities employing sufficient numbers of qualified staff to meet  
basic resident care needs to decrease resident harm.

1           9.       ProModel’s discrete event simulation testing and computational software has been  
2 used and relied upon by the U.S. military, manufacturing and service industries, and healthcare  
3 institutions across the country for over two decades to determine if: (a) it is mathematically and  
4 physically possible for the number of workers scheduled on a job to handle the assigned workload  
5 and (b) what quantity of work can and cannot be performed when different numbers of workers  
6 (or resources) are allocated to a job. Stated another way, ProModel’s engineering methodology  
7 can determine the maximum capacity of a work system and the tipping point at which the system  
8 fails due to overload (*i.e.*, failure analysis).

9           10.       From 2014 through the present, my firm has employed ProModel’s engineering  
10 methodology, failure analysis, and resulting scientific evidence in long term care understaffing  
11 cases across the United States for purposes of proving both corporate liability and damages. By  
12 reason of my background in understaffing cases and experience with the scientific methodology  
13 and evidence described above, I was asked to participate as an attorney for Plaintiffs in the Aegis  
14 California and Washington putative class cases.

15                   **Marks Balette Giessel & Young, P.L.L.C. – Fees Incurred**

16           11.       MBGY attorneys and staff (team) provided legal services that supported the  
17 prosecution of the California and Washington cases. Both lawsuits involved the fundamental  
18 question of whether it was mathematically and physically possible for Aegis to deliver the care it  
19 promised to provide residents (in documented care assessments) given the daily resident care  
20 workload and daily staffing at its facilities. As described below, the MBGY team played an  
21 important role in answering this question through its extensive work and support of the following  
22 major projects:

- 23                   a.       Aegis staffing analysis project which calculated on a per day/shift basis at 7  
24 California and Washington facilities (365 day timeframe per facility) the  
25 actual hours caregivers were available to provide care – staffing on both the  
26 assisted living units and Alzheimer’s units in each facility was determined  
27 on each calendar day during this timeframe;

28

- 1           b.     resident daily workload project and analysis which calculated the quantity  
2           of each type of care service required by the resident populations at each of  
3           7 California and Washington facilities on a per day/shift basis over a 365  
4           day timeframe, and calculated the number of caregiver hours required each  
5           calendar day to deliver the care services that were promised to residents (in  
6           their documented care asesements) – workload on both the assisted living  
7           units and Alzheimer’s units in each facility was determined on each  
8           calendar day during this timeframe;
- 9           c.     deterministic math analysis of care hours required versus staff hours  
10          available for each of the seven CA and WA facilities for each calendar day  
11          over a 365 day timeframe – broken down by the assisted living and  
12          Alzheimer’s units and calculated on a facility-wide basis;
- 13          d.     discrete event simulation project which determined required care hours of  
14          staffing per day/shift based on care workload, and performed daily failure  
15          analysis to calculate if workload hours exceeded available staffing hours on  
16          a per day/shift basis over a 365 day timeframe on the assisted living unit,  
17          Alzheimer’s unit, and across the entire facility; and
- 18          e.     expert witness projects which entailed interfacing with Plaintiffs’ experts  
19          about the above projects, key fact issues, including questions regarding the  
20          massive staffing and workload data produced by Aegis and addressing  
21          defense arguments raised by Aegis in response to the findings and analysis  
22          of Plaintiffs’ experts.

23           12.     In total, these projects involved the analysis of over 17,800,000 cells of Aegis  
24     resident assessment and punch detail staffing data and required over 100,000,000 computations to  
25     determine, by calendar day and by work shift, the total numbers of minutes of required to deliver  
26     the care documented in resident assessments, total numbers of minutes of staff time available to  
27     perform this care, and any shortfalls for seven Aegis CA and WA facilities (each for a one-year  
28

1 period). In addition to the evidence obtained from Aegis' documents and witnesses, these  
2 projects provided essential liability and damage proof in the California and Washington cases.

3 13. With respect to the MBGY work described above, MBGY's efforts were initially  
4 focused on the California case before addressing the Washington case. However, due to the fact  
5 that the logic, analytical framework, and programming created by Plaintiffs' experts to analyze  
6 the California facility data was equally applicable to the Aegis Washington data (both data sets  
7 contained the same data format, structure and naming conventions), the expert work in the  
8 California case benefitted the prosecution in the Washington case. More specifically, the analytic  
9 programming and computational methodologies developed in the California action were  
10 subsequently employed in the Washington action to calculate actual staffing hours, required  
11 staffing hours (workload), and staffing shortfalls, resulting in a significant reduction in the  
12 amount of time and costs required to be incurred by MBGY and Plaintiffs' experts in the  
13 Washington case.

14 14. **MBGY's Fees and Time in Aegis California.** For purposes of the Declaration, I  
15 have segregated the attorney and paralegal fees incurred by MBGY in the California and  
16 Washington cases. As of June 1, 2021, Marks, Balette, Giessel & Young, P.L.L.C. has incurred  
17 \$1,652,088.00 in attorneys and paralegal fees on 3,243.1 hours worked in connection with the  
18 California case. The primary MBGY timekeepers who have worked on the California case are as  
19 follows:

Name	Position	Bar Admission	Rate	Total Hours	Fees
David T. Marks	Partner	1978	\$950	946.8	\$899,460.00
Jacques Balette	Partner	1997	\$700	31.4	\$21,980.00
Jason Young	Partner	2002	\$600	22.8	\$13,680.00
Jim Thornton	Attorney/Technical Project Manager	1995	\$500	1,169.1	\$584,550.00
Sterling Meachen	Legal Graphics Consultant: Exhibits/ Demonstratives		\$180	554.8	\$99,864.00

Diane Asher	Legal Assistant		\$85	262.8	\$22,338.00
Caleb Jones	Research		\$40	102.0	\$4,080.00
Jay Ramsey	Research		\$40	116.0	\$4,640.00
Kristina Merrill	Research		\$40	37.4	\$1,496.00
	<b>CA TOTAL</b>			<b>3,243.1</b>	<b>\$1,652,088.00</b>

Table 1. MBGY Time and Fees in Aegis CA

15. **MBGY's Fees and Time in Aegis Washington.** As of June 1, 2021, Marks, Balette, Giessel & Young, P.L.L.C. has incurred \$604,535.00 in attorneys and paralegal fees on 1,089.5 hours worked in connection with the Washington case. The primary MBGY timekeepers who have worked on the Washington case are as follows:

Name	Position	Bar Admission	Rate	Total Hours	Fees
David T. Marks	Partner	1978	\$950	368.7	\$350,265.00
Jacques Balette	Partner	1997	\$700	5.3	\$3,710.00
Jim Thornton	Attorney/Technical Project Manager	1995	\$500	389.2	\$194,600.00
Sterling Meachen	Legal Graphics Consultant: Exhibits/ Demonstratives		\$180	297.1	\$53,478.00
Diane Asher	Legal Assistant		\$85	29.2	\$2,482.00
	<b>WA TOTAL</b>			<b>1,089.5</b>	<b>\$604,535.00</b>

Table 2. MBGY Time and Fees in Aegis WA

16. Records that detail the time entries and describe the work performed by the MBGY attorneys and staff on the Aegis California and Washington cases have been kept and are available for *in camera* review upon request by the Court. A summary of the work performed is as follows:

1           17.   **David Marks.** I served as lead partner for MBGY supervising the work  
2 performed in the Aegis California and Washington cases by personnel in my firm who worked on  
3 the projects identified above and more specifically described below. In the Aegis California and  
4 Washington cases, I had lead responsibility for: (a) Aegis staffing analysis project that calculated  
5 the actual hours caregivers were available to provide care at seven CA and WA Aegis facilities  
6 over a one year timeframe, (b) resident daily workload project and analysis that calculated the  
7 number of caregiver hours required at each of the seven facilities on a per day basis for a one year  
8 timeframe, (c) deterministic math project analyzing care hours required versus staff hours  
9 available per day/facility at each of the seven facilities, (d) discrete event simulation project that  
10 calculated if workload hours exceeded available staffing hours, and (e) expert witness projects.

11           18.   More specifically, my primary responsibilities included:

- 12           a.    Discovery Supporting Workload and Staffing Analyses: Formulating the  
13 discovery required by two independent staffing models/experts (Dr.  
14 Cristina Flores' deterministic math analysis and ProModel's discrete event  
15 simulation) in order to determine: (a) the staffing hours required  
16 (workload) to meet the documented care needs of Aegis residents on each  
17 day and shift for Aegis facilities, (b) the actual staffing levels/hours at  
18 Aegis facilities each day and shift, and (c) the staffing shortfall (measured  
19 in hours) per day and shift at Aegis facilities;
- 20           b.    Obtaining the necessary staffing and workload data that were required  
21 inputs to the respective staffing models used by Plaintiff's nursing expert  
22 Cristina Flores, PhD, and Plaintiff's systems engineer expert Dale Schroyer  
23 (ProModel) — this included the review and distillation of voluminous  
24 records and data produced by Aegis in discovery and the catalogue of key  
25 deposition testimony relevant to model inputs (obtained from Aegis  
26 management and personnel);



- 1           c.     Data Analyst Peters' Workload and Staffing Analyses: Interfacing with  
2           Plaintiff's expert data analyst Blake Peters and reviewing:
- 3           (1)     The 305 possible line-item care services that residents of Aegis  
4           California and Washington could receive based on an analysis of  
5           every documented care assessment for every resident;
- 6           (2)     Mr. Peters' computations and summaries of voluminous workload  
7           data (including every care service from each resident care  
8           assessment in the CA and WA facilities) which counted and  
9           quantified the per day/shift number of care services required on  
10          each calendar day over a 365 day timeframe at each of the 7 CA  
11          and WA facilities – the resident assessments for the CA facilities  
12          contained over 5,600,000 cells of data; the resident assessments for  
13          the WA facilities contained over 3,719,000 cells of data;
- 14          (3)     Mr. Peters' computations and summaries of voluminous raw  
15          staffing data produced by Aegis for the same facilities over the  
16          same corresponding 365-day timeframe (which contained over  
17          4,800,000 cells of data for the CA facilities and over 3,723,000 cells  
18          of data for the WA facilities) – the staffing data produced by Aegis  
19          allowed us to determine the staffing levels to-the-minute, by job  
20          title, and by unit (AL and LN) on each of the 3 work shifts on each  
21          calendar day;
- 22          (4)     Mr. Peters' deterministic math analysis that was created within his  
23          relational database, which compared the voluminous workload and  
24          staffing on a per day and per shift basis and calculated staffing  
25          shortfalls; and
- 26          (5)     The accuracy and reliability of Mr. Peters' analyses and voluminous  
27          summaries, including supervising and interfacing with the quality  
28          assurance consultants, and Attorney Thornton regarding the source

1 of all data upon which Mr. Peters' computations/formulae were  
2 based, the identification of any assumption included by Mr. Peters  
3 in his computations/formulae at the direction of Plaintiffs' experts,  
4 and the factual and/or scientific basis for any such assumption;

5 d. Interfacing with and assisting Mr. Peters in the creation of his declaration  
6 and exhibits containing summaries of voluminous records filed in support  
7 of the motion for class certification in the Aegis CA action;

8 e. Preparing and tendering data analyst Blake Peters for two-day deposition in  
9 Aegis CA regarding the staffing and workload analysis described above;

10 f. Dr. Flores' Expert Analyses: Interfacing with Plaintiff's nursing expert  
11 (Cristina Flores, PhD) – detailed reviews of voluminous data summaries  
12 and extensive communications regarding the elements of her deterministic  
13 math staffing analyses that:

14 (1) Determined and confirmed the reasonableness of the time required  
15 (task time) to deliver each of the care services identified in Aegis  
16 resident assessment documentation;

17 (2) Determined and quantified<sup>4</sup> the number of care services required  
18 each calendar day for every Aegis resident in the seven CA and WA  
19 facilities (based on documented resident assessments) over a 365-  
20 day timeframe, including a breakdown of the care service count per  
21 day on the assisted living units and Alzheimer's units in each  
22 facility;

23 (3) Determined the total labor hours required by direct caregivers to  
24 deliver this care in each of the seven CA and WA facilities on a  
25 calendar day basis for the 365-day timeframe, including a  
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27 <sup>4</sup> Dr. Flores' calculations of the total quantity of services required, the total hours of staff time  
28 required, the total hours available, and any shortfalls were performed at her specific request and  
pursuant to her directions by data analyst Blake Peters.

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breakdown of the total caregiver hours required per day on the assisted living units and Alzheimer's units in each facility; and

(4) Calculated any staffing shortfall at each of the CA and WA facilities by performing thousands of deterministic calculations, computing: (a) the total number of each type of line item care service required by the patient population at the selected facilities on a daily basis, (b) the total amount of staff time *required* to provide these line item services per day, (c) the *actual* amount of staff time available to provide these line item services per day, and (d) the daily gap, if any, between the amount of care time required *versus* amount of care time *actually* available to staff on each calendar day during the 365-day timeframe (these calculations were made for the assisted living units, Alzheimer's units, and on a facility-wide basis for each facility);

- g. Identifying and ensuring that every element and input used by expert Dr. Flores to calculate the number of staff hours required on a per day basis were accurate, reliable, and supported by either: (a) Aegis documented resident assessments; (b) Aegis policies, procedures, or internal studies/presentations; (c) deposition testimony of Aegis staff; (d) authoritative literature from peer-reviewed scientific journals or relevant published governmental or assisted living industry studies; and/or (e) her extensive nursing and ALF experience/expertise;
- h. Interfacing with and assisting Dr. Flores in the creation of her declaration and appendices including summaries of voluminous records in support of the motion for class certification in the Aegis CA case;
- i. Preparing and tendering Dr. Flores for deposition in Aegis CA regarding her analysis and calculations of required staffing versus actual staffing on a

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per day basis during each of the one-year sample timeframes for the 6 CA facilities;

j. ProModel/Schroyer's DES Testing and Analysis: Interfacing with Plaintiff's engineering experts (Dale Schroyer, ProModel, and independent consulting expert engineers) regarding:

- (1) Discrete event simulation testing (DES) of Aegis staffing and care service assessment data to determine: (a) if it was mathematically and physically possible for the number of staff (Aegis allocated on each day and shift) to perform the care required (workload) by Aegis residents on a per day/shift basis; and (b) quantify the shortfall between required and actual hours (omitted care time);
- (2) Every input and data variable required by the discrete event simulation, including (a) caregiver staffing hours (by job title) calculated on a per patient day and per shift basis for each distinct unit within the Aegis facilities undergoing discrete event simulation testing, (b) resident daily census derived from Aegis resident assessment data, (c) daily counts of each care service required for each resident (workload), (d) identification of care services performed by specific job titles, (e) facility floor plans, (f) the distances facility staff were required to travel to deliver care in the Aegis facilities based on floor plans, and the travel speed, (g) task times and task frequencies, (h) care service priorities, (i) care service windows, (j) care schedules, and (k) staff meal breaks, mandatory breaks, and routine administrative tasks that do not involve direct resident care; and
- (3) Over 400,000 discrete event simulation tests (based on the known staffing and workload at Aegis facilities) that were performed to determine if known numbers of Aegis staff had the capacity (time)

1 to provide all care to residents on a per day basis under every  
2 practical and conceivable work condition--for example the impact  
3 on care delivery was tested when resident care schedules were  
4 modified, staff work schedules were modified, care services were  
5 bundled and modified, staff travel speed was increased, unimportant  
6 care services were eliminated, care services windows were  
7 increased, and task times were varied and reduced;

- 8 k. Ensuring that the proper evidentiary predicate could be laid for the  
9 admissibility for the simulation and ensuring that every input to  
10 ProModel/Dale Schroyer's discrete event simulation was based on  
11 admissible evidence, including: (a) Aegis documented resident  
12 assessments; (b) Aegis policies, procedures, or internal studies/  
13 presentations; (c) deposition testimony of Aegis staff including key Aegis  
14 management--Kathy Stewart, John Carpentier, Tom Laborde, and Parinda  
15 Gandhi; (d) authoritative literature from peer-reviewed journals or relevant  
16 published governmental or assisted living industry studies; and/or (e)  
17 generally-accepted industrial engineering principles;
- 18 l. Interfacing with and assisting Mr. Schroyer in the creation of his  
19 declaration filed in support of the motion for class certification in Aegis  
20 California;
- 21 m. Preparing and tendering Mr. Schroyer for an inspection/demonstration of  
22 the ProModel discrete event simulation model and the results/outputs of  
23 this model for the Aegis California Ventura facility;
- 24 n. Additional Analyses: Ensuring that additional expert analyses were  
25 performed by Mr. Peters, Dr. Flores, and Mr. Schroyer in response to  
26 defensive points and arguments raised by Aegis' experts and counsel;
- 27 o. Anticipating Daubert Challenges: Ensuring that the analyses of Mr. Peters,  
28 Dr. Flores and Mr. Schroyer complied with all *Daubert* tests and that any

1 assumptions included in any of the computations were identified, reliable,  
2 and supported by peer-reviewed literature and/or admissible evidence; and  
3 p. Presentation of Expert Analyses: Distilling the methodologies and key  
4 findings/analyses of Mr. Peters, Dr. Flores, and Mr. Schroyer described  
5 above and preparing presentations of the same for mediations, Plaintiffs'  
6 class mediation brief, and Plaintiffs' class certification brief and as a part of  
7 the trial strategy in this case (extensive graphics, charts, and summaries  
8 were prepared with the assistance of Sterling Meachen, described in more  
9 detail below).

- 10 19. Further, I had responsibility for:
- 11 a. Assisting in deposition preparation and formulating deposition questions
  - 12 for Aegis fact witnesses relating to the subjects of Aegis facility staffing,
  - 13 staff methodology, AL Wizard Task Linking Report, AL/LN New
  - 14 Assessments, and Aegis' task times;
  - 15 b. Assisting in drafting numerous pleadings, responses to motions, discovery
  - 16 responses, subpoena responses, and discovery requests; and
  - 17 c. Participating in settlement strategies and negotiations, including review of
  - 18 primary and umbrella insurance policies covering Aegis.

19 20. As set forth in *Tables 1* and *2* above, I have spent a combined total of 1,315.5  
20 hours on both cases—946.8 hours on the CA case and 368.7 hours on the WA case. Based on my  
21 background and experience, my customary rate is \$950/hour resulting in my Lodestar in this case  
22 being \$1,249,725.00. The amount of time I spent and my fees for this time are both reasonable  
23 and were necessary for the prosecution of the CA and WA cases. It is my understanding that my  
24 rate used to calculate the Lodestar in this case is squarely in line with the prevailing rates in the  
25 Northern District of California and in King County, Washington.

26 21. My fees are supported by detailed, contemporaneous time records and electronic  
27 source documents describing every hour or fraction thereof of time worked for which  
28 compensation is sought herein. If there was ever any question about the amount of time that I

1 worked, I defaulted to the smallest amount of time (so long as there was written evidence  
2 supporting such time entry). However, if there was nothing in writing evidencing time spent  
3 (even though I had a specific recollection of such work), no time was captured or recorded in my  
4 respective time records in this case.

5       22.     **Jacques Balette and Jason Young.** Mr. Balette and Mr. Young are partners in  
6 the firm of MBGY. They supported specific aspects of the work performed by MBGY in the  
7 Aegis case. Jacques Balette attended case development planning meetings and trial strategy  
8 sessions. Further, Mr. Balette assisted in the preparation of Dr. Cristina Flores for deposition  
9 (regarding her summaries of voluminous data and the source documentation for the same) and  
10 attended her deposition. Jason Young assisted in identifying specific evidence and discovery  
11 required for data analyst Blake Peters' analysis and for purposes of demonstrating Aegis' control  
12 over facilities, assisted in multiple deposition preparation sessions of Mr. Peters, and performed  
13 legal research on narrow issues in the case. The amount of time Mr. Balette and Mr. Young spent  
14 and their fees for this time (set forth in *Table 1*) were both reasonable and necessary for the  
15 prosecution of the CA case. It is my understanding that the rates used to calculate Mr. Balette and  
16 Mr. Young's Lodestar (also set forth in *Table 1*) are squarely in line with the prevailing rates in  
17 the Northern District of California and King County, Washington.

18       23.     **Jim Thornton.** In the Aegis California and Washington cases, Attorney Thornton  
19 served and assisted Marks, Balette, Giessel & Young in interfacing and working with Plaintiffs'  
20 experts and independent third-party quality assurance consultants to identify the critical factors  
21 that determine whether Aegis staff had enough time to meet the care needs of its residents (as  
22 defined in their documented assessments). Mr. Thornton had both technical and legal  
23 responsibilities related to Plaintiff's experts' analyses and projects described above.

24       24.     More specifically, Mr. Thornton's technical project responsibilities were primarily  
25 to ensure that: (a) all the complex data and information forming the basis of the analyses  
26 performed by Plaintiffs' experts was founded on properly identified, properly labeled, and  
27 properly sourced documents produced by Aegis, routine Aegis practices verified by deposition  
28 testimony of Aegis witnesses, authoritative clinical literature and/or the relevant general practices

1 of other assisted living facilities and experts in this field and (b) the immense number of  
2 computations required to support both the deterministic math staffing model and the DES model  
3 were based on accurate formula driven calculations that were properly identified, labeled, and  
4 sourced within the various spreadsheets.

5 25. Workload and Service Code Key Project: On the workload side of the analyses, a  
6 considerable portion of Mr. Thornton's technical responsibilities involved interfacing and  
7 working with Plaintiffs' experts in:

- 8 a. Reviewing tens of thousands of rows of Aegis resident assessment data to  
9 identify the universe of care services provided to the Aegis CA and WA  
10 resident populations;
- 11 b. Identifying, compiling, and organizing a list of every possible unique care  
12 service that residents of CA and WA assisted living units and Alzheimer's  
13 units could receive (based on the universe of assessment data);
- 14 c. Assigning a unique service code number to each unique service to enable  
15 data analyst Blake Peters to track, trend, and compile the number of every  
16 category, type, and kind of service required by each resident population on  
17 a per day a per shift basis;
- 18 d. Ensuring that a well-defined, data-sourced spreadsheet was created which  
19 included (a) every care service required by every resident in the CA and  
20 WA facilities (every day and shift for a one year time frame); (b) the  
21 corresponding service code key applicable to every service; (c) a simplified  
22 task description associated with each unique service; (d) the number of  
23 minutes of time required to perform each care service (task time) and the  
24 frequency at which the service is performed daily, weekly, or monthly; (e)  
25 the job title of the staff with primary responsibility for each task; (f) the  
26 priorities of the tasks; (g) a schedule of when each task might reasonably  
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1 occur; and (h) the window of time that each task needs to be performed  
2 based on Aegis documents or reasonable practice per Dr. Flores;<sup>5</sup> and  
3 e. Compiling a list of all non-care related tasks that Aegis staff must perform,  
4 derived from Aegis documents, deposition testimony, and California and  
5 Washington labor laws (e.g. meal and staff breaks required under law,  
6 stand-up meetings, charting, etc.) and including the time required,  
7 frequency, and job titles involved.

8 The organization of the data in this manner was a critical step in both the deterministic math and  
9 DES analyses respectively performed by Dr. Flores and Mr. Schroyer.

10 26. Staffing Analysis Project: On the staffing side of the analyses, Mr. Thornton  
11 supported and interfaced with data analyst Blake Peters by: (a) reviewing Aegis policies,  
12 procedures, job descriptions, training/onboarding documents, and deposition testimony to identify  
13 the job titles of Aegis employees having caregiving responsibilities and to delineate those care  
14 responsibilities, (b) performing quality assurance analysis and checks of Mr. Peter's conversion of  
15 raw punch detail records/time clock records into per shift/day total hours of care worked for each  
16 job title having caregiving responsibilities (e.g. care managers, medication care managers, nurses,  
17 care directors), and (c) performing quality assurance analysis and checks of Mr. Peter's  
18 conversion of those total hours into per patient per shift/day (PPD) hours for use in both the  
19 deterministic math analysis and DES testing.

20 27. DES Analysis Project: As to the DES project, Mr. Thornton supported and  
21 interfaced with Plaintiffs' expert Dale Schroyer and other quality assurance systems  
22 engineers/simulation consultants in (a) ensuring that all required simulation inputs provided by  
23 Mr. Peters were complete and properly formatted to meet ProModel's technical specifications, (b)  
24 ensuring that floorplans obtained from Aegis for its facilities were properly formatted to meet  
25 ProModel's technical specifications, (c) reviewing and discussing numerous quality assurance

26 \_\_\_\_\_  
27 <sup>5</sup> Additionally, Attorney Thornton interfaced with Plaintiffs' experts regarding their analysis of  
28 the overall acuity of each resident population through an examination of what percent of the  
residents required each of the possible 305 unique care service on a per day basis, as well as those  
resident medical diagnoses that required additional staff time.

1 checks that were performed to ensure that the model's behavior was internally consistent and  
2 accurate, (d) reviewing and discussing numerous sensitivity analyses performed by Plaintiffs'  
3 experts, including what happens to the delivery of care when specific variables are changed  
4 within the DES model, and (e) summarizing in a table the over 400,000 DES tests for the Aegis  
5 model that were performed, describing the specific inputs for each test used to calculate whether  
6 staff had enough time to provide all the care its residents required.

7       28.    Expert Preparation Project and Other Legal Support:  Additionally, Attorney  
8 Thornton's role as an expert liaison and technical project manager made him uniquely qualified to  
9 (a) assist Plaintiffs' experts in ensuring that their individual declarations and supporting exhibits  
10 were accurate, (b) assist in preparing Mr. Peters and Dr. Flores for deposition and Mr. Schroyer  
11 for examination by Aegis counsel during agreed DES demonstration/inspection, and (c) assist  
12 Plaintiffs' damage expert and attorneys in projecting class damages.  Mr. Thornton provided  
13 extensive legal assistance in these key areas of the case.

14       29.    Finally, Mr. Thornton provided valuable attorney assistance in drafting numerous  
15 pleadings, responses to motions, discovery responses, subpoena responses, and discovery  
16 requests, and in preparing other Plaintiffs' attorneys in the case for depositions regarding key  
17 points having relevance to the projects described above.

18       30.    The amount of time Mr. Thornton spent and his fees for this time (set forth in  
19 *Tables 1* and 2) were both reasonable and necessary for the prosecution of the CA and WA cases.  
20 It is my understanding that the rates used to calculate Mr. Thornton's Lodestar (also set forth in  
21 *Table 1* and 2) are in line with the prevailing rates in the Northern District of California and King  
22 County, Washington.

23       31.    **Sterling Meachen.** Sterling Meachen is a legal graphics consultant specializing in  
24 the design and creation of graphics, timelines, critical event summaries, exhibits, and  
25 demonstrative aides for use in courtrooms, depositions, and legal proceedings.  For the past  
26 several years, Mr. Meachen's area of focus has been on the visual representation and mapping of  
27 complex data and processes.  Due to the complex nature of the data and expert analyses in the  
28 Aegis case, Mr. Meachen assisted MBGY attorneys in: (a) breaking down this information into

1 logical bite-sized chunks, and (b) presenting Plaintiff's expert methodologies and findings in a  
2 manner that could be understood by other lawyers, the mediator, and potentially a judge and jury  
3 in the trial of these cases.

4 32. In support of MBGY's expert witness preparation projects, presentations for two  
5 mediations, and preparation of these cases for trial, Mr. Meachen developed:

- 6 a. Graphical representations, summary charts, data mapping, slides, and/or  
7 exhibit boards to explain key issues in the staffing, workload, and the  
8 amount of staffing shortfall found to exist in the Aegis cases;
- 9 b. Trend analysis charts of Aegis staffing practices by facility;
- 10 c. Exhibit boards and slides for presentation describing Mr. Peters' method  
11 for determining from Aegis records daily required care services (workload  
12 in CA and WA);
- 13 d. Exhibit boards, charts, and slides for presentation showing the average  
14 number of care services per day at each of the 6 Aegis CA facilities (based  
15 on 365 days);
- 16 e. Exhibit boards, charts, and slides for presentation breaking down how  
17 many care services were required to be provided to Aegis residents on a  
18 daily, weekly, and monthly basis;
- 19 f. Exhibit boards and slides for presentation showing the four categories of  
20 services offered by Aegis to residents, including a breakdown of the  
21 specific care services required under each category;
- 22 g. Exhibit boards and slides for presentation showing the types and care  
23 categories of Aegis residents (by percent) and the job responsibilities of  
24 staff according to Aegis based on their job title;
- 25 h. Exhibit boards and slides for presentation describing Mr. Peters' method  
26 for determining from Aegis time cards and employee IDs the per day and  
27 per shift number of Aegis caregivers (in CA and WA);

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- 1 i. Exhibit boards and slides for presentation that state the critical information  
2 needed to determine if Aegis provided enough staff;
- 3 j. Exhibit boards and slides for presentation describing Dr. Flores'  
4 mathematical formula and basic methodology for determining the hours  
5 required to provide needed care services to Aegis residents;
- 6 k. Exhibit boards and slides for presentation explaining the difference  
7 between Dr. Flores' methodology and ProModel's discrete event  
8 simulation (DES);
- 9 l. Exhibit board presentations, summary charts, and slides showing the  
10 frequency, degree, and prevalence of Aegis' staffing shortfall based on Dr.  
11 Flores' methodology;
- 12 m. Exhibit boards and slides for presentation explaining ProModel's use and  
13 general acceptance;
- 14 n. Exhibit boards and slides for presentation describing ProModel/Mr.  
15 Schroyer's DES methodology, key elements, key inputs, and critical  
16 answers ProModel DES provides;
- 17 o. Exhibit boards, slides, and summary charts for presentation showing  
18 frequency, degree, and prevalence of Aegis' staffing shortfall based on  
19 ProModel's DES methodology;
- 20 p. Exhibit boards and slides for presentation that summarize various tests  
21 performed by ProModel to test the maximum care delivery capacity of  
22 Aegis staff;
- 23 q. Exhibit boards, slides, and summary charts for presentation showing the  
24 Aegis Ventura floor plan and graphics regarding the Ventura staff's  
25 capacity to provide required care;
- 26 r. Exhibit boards and slides for presentation that capture fundamental care  
27 measures for Alzheimer's residents published in authoritative literature (Do  
28 Not Rush ADL Care for Alzheimer's Residents);

- 1 s. Exhibit boards and slides for presentation containing key excerpts and  
 2 factual anchors from the depositions of Aegis management (e.g., Stewart,  
 3 Carpentier, and Ghandi);
- 4 t. Exhibit boards and slides for presentation containing key excerpts from  
 5 Aegis *Move-In Binder* representations, sales, and marketing;
- 6 u. Exhibit boards and slides for presentation summarizing Aegis' basic  
 7 promises; and
- 8 v. Exhibit boards/maps showing locations and characteristics of Aegis  
 9 facilities in CA and WA during the Class Period.

10 33. The time expended by Mr. Meachen in the CA and WA cases is set forth in *Tables*  
 11 *1* and *2* above. These times and hourly rates are both reasonable and were necessary for the  
 12 projects described above and prosecution of both cases.

13 34. **Diane Asher, Jay Ramsey, and Caleb Jones.** Diane Asher, Legal Assistant,  
 14 supported the organization and retrieval of documents and data produced through discovery in  
 15 both cases that related to the projects performed by MBGY. Jay Ramsey and Caleb Jones were  
 16 contract research assistants who performed research regarding complaints made by consumers  
 17 against Aegis facilities. The amount of time spent by Ms. Asher and her hourly rates are set forth  
 18 in *Tables 1* and *2*, and the time spent by Mr. Ramsey and Mr. Jones and their hourly rates are set  
 19 forth in *Table 1*. These times and hourly rates are both reasonable and were necessary for the  
 20 prosecution of these cases.

21 35. **MBGY's Litigation Expenses in California:** As of June 2, 2021, MBGY has  
 22 incurred litigation costs of \$146,859.07 in the California case, including the following categories:

23 Expert Witness Costs	\$130,217.50
24 Deposition Costs	\$5,572.69
25 Westlaw	\$475.96
26 Airfare and Related Costs	\$5,837.94
27 Lodging and Related Costs	\$1,665.65
28 FedEx Costs	\$938.29
Third Party Copy Costs/ Exhibit Production	\$464.69
Telephone Conference Charges	\$171.35

Contract Investigation Costs	\$1,515.00
<b>TOTAL CA EXPENSES</b>	<b>\$146,859.07</b>

Table 3: MBGY's Litigation Expenses in California

36. **MBGY's Litigation Expenses in Washington:** As of June 2, 2021, MBGY has incurred litigation costs of \$59,495.54 in the Washington case, including the following categories:

Expert Witness Costs	\$55,807.50
Airfare and Related Costs	\$2,501.99
Lodging and Related Costs	\$713.84
Third Party Copy Costs/ Exhibit Production	\$154.90
Westlaw	\$317.31
<b>TOTAL WA EXPENSES</b>	<b>\$59,495.54</b>

Table 4: MBGY's Litigation Expenses in Washington

37. I have reviewed the detail time reports performed by MBGY timekeepers, as well as the litigation costs supporting the *Tables 3 and 4* summary. With respect to the detail time reports, the time by MBGY timekeepers were appropriate, reasonable, and necessary for the prosecution of the Aegis cases. Where there was potentially duplicative time, time spent on non-legal work or other work appropriate for adjustment, such hours were removed and lodestar fees adjusted. With respect to the litigation costs, I confirm that these costs were appropriate, reasonable and were necessary for the prosecution of these cases.

38. While the detailed timesheets supporting the hours and lodestar amounts set forth herein as well as the litigation costs/expenses are proprietary and contain work product information, copies will be made available to the Court upon request for an *in camera* review.

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

Executed on June 9<sup>th</sup>, 2021 in Houston, Texas.

  
 DAVID T. MARKS

# **EXHIBIT J**

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22 [Additional counsel listed on signature page]

23 Attorneys for Plaintiff and the Proposed Class

24 **UNITED STATES DISTRICT COURT**  
25 **NORTHERN DISTRICT OF CALIFORNIA**

26 Kathi Troy, as Successor-in-Interest to the  
27 Estate of June Newirth; Barbara Feinberg;  
28 Elizabeth Barber, Andrew Bardin, and  
Thomas Bardin as successors-in-interest to  
the Estate of Margaret Pierce; and Carol  
Morrison, by and through her Attorney-in-  
Fact Stacy Van Vleck, on their own behalves  
and on behalf of others similarly situated,

Plaintiffs,

vs.

Aegis Senior Communities, LLC, dba Aegis  
Living; and Does 1 Through 100,

Defendants.

CASE NO. 4:16-cv-03991-JSW

**DECLARATION OF DAN DRACHLER  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR ATTORNEYS' FEES  
AND COSTS**



1 I, Dan Drachler, hereby declare,

2 1. I am of counsel at the law firm of Zwerling, Schachter & Zwerling, LLP (the  
3 “Zwerling Firm”), one of the counsel of record for Plaintiffs in one of the two putative class  
4 actions that are being resolved through the instant settlement, Morrison v. Aegis Senior  
5 Communities LLC, Wash. State Case No. 18-2-06326-4 SEA (the “Washington case”). My firm  
6 was not counsel of record in Newirth v. Aegis Senior Communities LLC, N.D. Cal. Case No 4:16-  
7 cv-03991-JSW (the “California case”) but was added in order to effectuate the settlement of the  
8 Washington case. Unless otherwise indicated, I have personal knowledge of the facts set forth  
9 herein. If called upon to testify, I would do so competently.

10 2. This declaration is submitted in support of Plaintiffs’ motion for final settlement  
11 approval and separate motion for attorneys’ fees, litigation costs and service awards to the Named  
12 Plaintiffs.

13 **Experience and Background**

14 3. I have substantial experience in class action litigation. I came to the Zwerling Firm  
15 in 1995 following my departure from the New York State Department of Law. In its thirty-six  
16 year history, the Zwerling Firm has acted as lead counsel or member of an executive committee in  
17 many deceptive trade practice class actions, as well as class actions involving antitrust, securities,  
18 and mass tort claims. My experience and the experience of the Zwerling Firm includes consumer  
19 class cases in federal and state courts in Washington and California. The Zwerling Firm’s resume  
20 is attached.

21 4. I was admitted to the bar of the State of New York in 1988. I am also admitted to  
22 the bars of the States of Washington and New Jersey. Prior to joining the Zwerling Firm, I served  
23 as Chief Deputy Attorney General for the State of New York.

24 **The Zwerling Firm - Fees Incurred in the Washington Case**

25 5. The Zwerling Firm’s timekeepers provided legal services that supported the  
26 prosecution of the Washington case. Both the Washington case and the California case are based  
27 on allegations that Aegis misleadingly failed to disclose that resident assessments performed by its  
28 personnel would not be used to set facility staffing. Despite the significant overlap in some aspects

1 of the case prosecutions, however, discrete legal work was required for portions of the two cases.  
 2 For example, as the lawsuits were brought under different state laws (California and Washington),  
 3 discrete research and analysis was required for each jurisdiction. Further, each case involved a  
 4 different set of witnesses for plaintiffs, third parties (like family members), and Aegis facility-  
 5 level employees.

6 6. As of June 4, 2021, Zwerling has incurred over \$815,000.00 in attorneys and  
 7 paralegal fees on over 1600 hours worked in connection with the Washington case. The Zwerling  
 8 timekeepers who have worked on the Washington case are as follows:

<u>Timekeeper</u>	<u>Bar Admission</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
Dan Drachler (of counsel)	1988	\$875	295.70	\$258,737.50
Robert S. Schachter (partner)	1972	\$950	8.60	\$8,170.00
Jeffrey C. Zwerling (partner)	1972	\$950	0.30	\$285.00
Sona R. Shah (senior counsel)	1997	\$725	75.70	\$54,882.50
Hillary Sobel (senior counsel)	1989	\$775	3.80	\$2,945.00
Henry Avery (associate)	2018	\$395	1,208.30	\$477,278.50
Ryan Weller (associate)	2020	\$350	11.90	\$4,165.00
Willy Gonzalez (paralegal - 1997)		\$325	29.10	\$9,457.50
Jayne C. Nykolyn (paralegal - 1981)		\$325	0.10	\$32.50
Total			1,633.50	\$815,953.50

1           7.       A summary of the key work the Zwerling Firm performed in the Washington case  
2 is as follows:

3           8.       At the inception of the Washington case, the Zwerling Firm conducted legal  
4 research and analysis regarding the claims. We met with co-counsel to discuss strategy and  
5 participated in the drafting of the complaint. We met with the original named Plaintiff, John T.  
6 Shanahan as the personal representative of the estate of Maxine N. Shanahan, and other family  
7 members to discuss their claims. We handled the filing of the complaint.

8           9.       We filed pro hac vice applications for co-counsel and were primarily responsible  
9 for communicating with the Washington court and Defendant's Washington counsel.

10          10.       Throughout the case, we participated in regular strategy calls with co-counsel.

11          11.       When Mr. Shanahan decided to withdraw from the case, the Zwerling Firm  
12 participated in finding new named plaintiffs and meeting with them.

13          12.       The Zwerling Firm participated in drafting and then filed Plaintiff's Motion to  
14 Intervene and Amend Complaint and Plaintiff's Reply in support of the motion.

15          13.       We participated in the drafting of the amended complaint and then filed it.

16          14.       The Zwerling Firm participated in the exchange of several rounds of discovery  
17 demands and required disclosures, the production of documents from Plaintiff Morrison, meet and  
18 confer sessions with Defendant's Washington counsel regarding scheduling and issues related to  
19 the efficient prosecution of the case, and the review of documents produced by Defendant. We led  
20 much of the discovery process in the Washington case, including extensive meet and confer calls  
21 and other correspondence with Defendant's Washington counsel.

22          15.       The Zwerling Firm sought and reviewed relevant public records from the  
23 Washington Department of Social and Health Services.

24          16.       We reviewed documents and met with named Plaintiff Stacy Van Vleck, Attorney-  
25 in-Fact for Carol Morrison, in preparation for her deposition. We also reviewed the documents of  
26 and met with Ms. Van Vleck's two sisters, who were also deposed. We defended all three of those  
27 depositions.

28

1           17.     We participated in a Conference before Judge Ferguson on November 27, 2019  
2 where competing scheduling motions, as well as disputes concerning the proper motion practice  
3 for class certification were addressed.

4           18.     The Zwerling Firm conducted legal research for Plaintiff's opposition to  
5 Defendant's Amended Motion to Deny Class Certification, participated in the drafting of the  
6 opposition brief, and filed the opposition brief. We participated in preparation for oral argument  
7 with co-counsel and then participated in oral argument before Judge Ferguson.

8           19.     We conducted legal research in anticipation of Plaintiff's class certification briefing  
9 following the denial of Defendant's Amended Motion to Deny Class Certification. We also  
10 contributed to the drafts of the class certification papers.

11          20.     We participated in mediations in November of 2019 and March 2020. In advance  
12 of each mediation, we participated in the preparation of mediation briefs and strategy calls with  
13 co-counsel.

14          21.     We met with co-counsel in both cases regarding settlement issues and strategy,  
15 including assisting with the language of the settlement agreement and related papers.

16          22.     I have not included time devoted to the preparation of the Zwerling Firm's fee  
17 application in the total amount of time the Zwerling Firm devoted to this litigation.

18          23.     **Dan Drachler.** I served as the lead attorney supervising work by the Zwerling  
19 Firm's personnel on the Washington action. I participated in all phases of the litigation and  
20 settlement of the Washington action, including drafting papers and presenting argument before the  
21 Washington court. I defended the depositions of Plaintiff Morrison's three daughters. I participated  
22 in all strategic conversations and decisions regarding the Washington case. I participated in meet  
23 and confer sessions with Defendant's Washington counsel regarding discover, motion practice,  
24 and scheduling. I maintained contact with the Washington court as necessary. I participated in the  
25 preparation of mediation briefing and participated in the multiple mediations that eventually lead  
26 to the instant settlement.

27          24.     **Robert S. Schachter and Jeffrey C. Zwerling.** These attorneys supported specific  
28 aspects of the Zwerling Firm's representation at the partner level.

1           25.     **Henry Avery.** Mr. Avery was the principal associate involved from the Zwerling  
2 Firm and coordinated much of the Washington discovery with Washington counsel and California  
3 counsel. Mr. Avery also provided research support for the successful opposition to Aegis' motion  
4 to deny class certification, reviewed public records regarding consumer experiences with Aegis  
5 facilities, and participated in the meet and confer sessions in the Washington case.

6           26.     **Sona R. Shah, Hillary Sobel, and Ryan Weller.** These attorneys conducted  
7 research, drafting and analysis on legal issues pertaining to the Washington case as needed.

8           27.     **Willy Gonzalez and Jayne C. Nykolyn.** These paralegals supported the Zwerling  
9 Firm's legal services in the Washington case. Mr. Gonzalez handled filings in the Washington  
10 case, prepared pro hac vice applications for co-counsel, provided research and, along with Ms.  
11 Nykolyn, administrative assistance, including forwarding contacts from potential class members to  
12 me.

13           **The Zwerling Firm - Litigation Expenses Advanced**

14           28.     As of June 4, 2021, the Zwerling Firm has advanced litigation costs of \$36,504.98  
15 in the Washington case, including the following categories:

16	Travel	\$184.00
17	Database/Online Research	\$7,644.71
18	Court/Filing Fees	\$4,482.92
19	Court Reporter and Transcript Costs	\$3,357.09
20	Lodging and Related Costs	\$234.44
21	Litigation Fund Contribution	\$20,000.00
22	Telephone Costs	\$275.32
23	Litigation Support Costs	\$177.68
24	Courier Services	\$60.32
25	Copying Costs	\$88.50
26		
27	TOTAL	\$36,504.98

28





**Zwerling, Schachter & Zwerling, LLP**  
Counselors at Law

**FIRM RESUME OF**  
**ZWERLING, SCHACHTER & ZWERLING, LLP**

The firm of Zwerling, Schachter & Zwerling, LLP was formed on January 1, 1985 (the “Zwerling Firm”), and is currently involved in numerous class actions in the areas of securities fraud, consumer protection, and antitrust litigation.

**Antitrust / Consumer Litigation**

The Zwerling Firm has acted or is presently acting as a lead counsel or member of an executive committee in numerous class actions involving antitrust claims and deceptive trade practices, including: *In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation*, 18-MD-2819 (E.D.N.Y.); *In re Cipro Cases I and II*, JCCP Nos. 4154 and 4220 (Cal. Super.); *In re Ciprofloxacin Hydrochloride Antitrust Litigation*, MDL No. 1383 (E.D.N.Y.); *In re OxyContin Litigation*, MDL No. 1603 (S.D.N.Y.); *In re Insurance Brokerage Antitrust Litigation*, MDL No. 1663 (D.N.J.); *In re Neurontin Antitrust Litigation*, MDL No. 1479 (D.N.J.); *In re Tamoxifen Citrate Antitrust Litigation*, MDL No. 1408 (E.D.N.Y.); *Karofsky v. Abbott Laboratories*, No. CV-95-1009 (Me. Super. Ct. Cumberland County) (as well as in 10 related cases in other state courts); *In re Lorazepam and Clorazepate Antitrust Litigation*, MDL No. 1290 (D.D.C.) (as well as in 11 related cases in state courts); *Newman v. DuPont Merck Pharmaceutical Company*, No. 788358 (Cal. Super. Ct. Orange County); *Pickett v. Holland America Line-Westours, Inc.*, 6 P.3d 63 (Wash. Ct. App. 2000); *Latman v. Costa Cruise Lines, N.V.*, 758 So. 2d 699 (Fla. Dist. Ct. App. 2000); *Renaissance Cruises, Inc. v. Glassman*, 738 So. 2d 436 (Fla. Dist. Ct. App. 1999) (as well as in 7 related cases in other state courts); *Garcia v. General Motors Corporation*, No. L-4394-95 (N.J. Super. Ct.); *In re Playmobil Antitrust Litigation*, No. 9:95-cv-2896 (JS) (E.D.N.Y.); and *Boni v. America Online Inc.*, C.A. No. 95-C-07 (Del. Ch.) and *Feige v. America Online Inc.*, Index No. 118333/95 (N.Y. Sup. Ct. N.Y. County) (as well as other related cases in state courts).

In the antitrust area, the firm is currently Liaison Counsel for indirect purchaser plaintiffs in the *Restasis Antitrust Litigation*. In that capacity, the firm participates in all decision-making in connection with the prosecution of the litigation and serves as the direct liaison with the Court and other parties.

The Zwerling Firm has represented union health and welfare funds in litigation to recover damages for price-fixing and other anti-competitive behavior for over 20 years. Such actions have included the *Norvir Antitrust Litigation*, the *Tamoxifen Antitrust Litigation*, the *Lorazepam and Clorazepate Antitrust Litigation*, and the *Ciprofloxacin Hydrochloride Antitrust Litigation*. In both the federal MDL and the California *Cipro* cases, the firm served as Co-Lead Counsel challenging pay-for-delay pharmaceutical agreements on behalf of a class of indirect purchasers of the drug ciprofloxacin. As Co-Lead Counsel in California, the Zwerling Firm was able to revive a case that had been dismissed by numerous courts and abandoned by most of plaintiffs’ counsel. In the process, California Co-Lead Counsel were able to reverse a significant error in the application of antitrust law to pharmaceutical reverse payment agreements and achieve a total

settlement of \$399.1 million; a total in excess of plaintiffs' expert's estimate of single damages.

In *In re Abbott Laboratories Norvir Antitrust Litigation*, the Zwerling Firm represented the SEIU International Health Fund ("SEIU") against Abbott Laboratories in an action for monopoly leveraging under Section 2 of the Sherman Antitrust Act, as well as the California Unfair Competition law and state law unjust enrichment. In August, 2008, the parties reached a settlement whereby thirteen not-for-profit organizations shared almost \$5 million in Cy Pres funds.

In *In re OxyContin Litigation*, the Zwerling Firm represents Local 1199 National Benefit Fund and has been appointed third-party payor co-lead counsel. This matter challenges the monopoly pricing of OxyContin, a pain killer, the patents for which are in question. The matter is currently stayed pending the resolution of the underlying patent litigation.

The Zwerling Firm was appointed co-lead counsel for plaintiffs in numerous related indirect purchase actions brought against Mylan Laboratories, Inc. regarding injury to competition and monopolization, as well as price fixing. Those actions included an action in federal court, *In re Lorazepam & Clorazepate Antitrust Litigation*, and resulted in settlements of over \$100 million. The plaintiffs represented by the Zwerling Firm included several institutions, such as union health funds and private insurers.

The Zwerling Firm was co-lead counsel and a member of the Executive Committee in eleven actions filed against the major pharmaceutical manufacturers alleging violations of state antitrust laws for charging higher prices to consumers who purchased brand name prescription drugs from retail pharmacies. Those cases resulted in a \$65 million settlement. The courts presiding over those cases have commented on the Zwerling Firm's expertise:

- I think the lawyering in this case is most commendable. I think that both sides have accorded themselves in a manner that allows us to be proud of the profession. . . .

Transcript of Hearing at 16-17, *Kerr v. Abbott Laboratories*, No. 96-2837 (Minn. Dist. Ct. Nov. 24, 1998).

- [T]his Court, in particular, has been helped along every step of the way by some outstanding lawyering . . . . You can hardly say that there's been anything but five star attorneys involved in this case.

Transcript of Hearing at 31 & 33, *Scholfield v. Abbott Laboratories*, No. 96 CV 460 (Wis. Cir. Ct. Oct. 5, 1998).

- I think the quality of counsel is excellent.

Transcript of Hearing at 28, *McLaughlin v. Abbott Laboratories*, No. CV 95-628 (Ariz. Super. Ct. Oct. 28, 1998).



- I'll join my learned colleagues from this and other jurisdiction[s] in commending counsel in arriving at something that represents a great deal of hard work and a great deal of ingenuity in putting together a settlement of this magnitude and complexity, and especially the cost effective way in which this settlement is proposed to be distributed.

Transcript of Hearing at 17, *Karofsky v. Abbott Laboratories*, No. CV-95-1009 (Me. Super. Ct. Dec. 2, 1998).

In *Insurance Brokers*, settlements totaling over \$198 million were reached with three of the many defendant groups. The Zwerling Firm was also one of the three class counsel in *Rodriguez v. West Publishing Corporation*, No. 2:05-cv-3222 R(MCx) (C.D. Cal.), where a \$49 million settlement of antitrust claims was approved by the Court and affirmed by the Ninth Circuit Appeals on behalf of a class of law graduates enrolled in the BAR/BRI bar review courses.

In addition, the Zwerling Firm represented consumers who were victims of overcharging in the sale of toys in *In re Playmobil Antitrust Litigation*. Judge Seybert complimented the work of Class Counsel, including the Zwerling Firm, stating in her opinion certifying the Class:

As set forth in greater detail in the firm resumes...: (1) Zwerling, Schachter & Zwerling, LLP [and three other firms]...all have extensive familiarity with the prosecution of complex litigations, class actions and specifically, antitrust litigations. This is further borne out by counsels' submissions and conduct to date before this Court.

*In re Playmobil Antitrust Litigation*, 35 F. Supp. 2d 231, 245 (E.D.N.Y. 1998) (citation omitted).

In the area of deceptive trade practices, the Zwerling Firm was lead counsel in coordinated nationwide actions against the world's leading passenger cruise lines regarding their advertising practices concerning "port charges." (*Cicogna v. Royal Caribbean Cruises, Ltd.*, No. 96-8075 (Fla. Cir. Ct. Dade County); *Espinete v. Kloster Cruise Ltd.*, No. 96-8076 (Fla. Cir. Ct. Dade County); *Bellikoff v. Celebrity Cruises Inc.*, No. 96-8077 (Fla. Cir. Ct. Dade County); *Hackbarth v. Carnival Cruise Lines Inc.*, No. 96-8078 (Fla. Cir. Ct. Dade County); *Glassman v. Renaissance Cruises, Inc.*, No. 96-5490 (Fla. Cir. Ct. Broward County); *Pickett v. Holland America Line-Westours, Inc.*, No. 96-2-10831 (Wash. Super. Ct. King County) ("*Pickett*"), *Barton v. Princess Cruises Inc.*, No. BC 148448 (Cal. Super. Ct. Los Angeles County); *Millheiser v. Dolphin Cruise Line*, No. 96-18146 (Fla. Cir. Ct. Dade County); *Latman v. Costa Cruise Lines N.V.*, No. 96-18139 (Fla. Cir. Ct. Dade County); and *Cronin v. Cunard Cruise Line Ltd.*, Index No. 115899/96 (N.Y. Sup. Ct. N.Y. County)). These cases resulted in settlements in excess of \$100 million. In *Pickett*, the Court complimented the Zwerling Firm by declaring that "[t]his has been litigated very professionally from the beginning to the end."

The Zwerling Firm represents consumers in *Morrison v. Aegis Senior Communities, LLC*, 18-2-06326-4 (Wash. Super. Ct., King County), an action seeking relief for violations of the Washington Consumer Protection Act and the Washington Financial Exploitation of Vulnerable

Adults Act, based on allegations that Aegis misleadingly failed to disclose that resident assessments performed by its personnel would not be used to set facility staffing.

In addition, the Zwerling Firm was involved in cases regarding defective automobile brakes (*McGill v. General Motors Corporation*, Index No. 15525/95 (N.Y. Sup. Ct. Bronx County) (related to *Garcia v. General Motors Corporation*, No. L-4394-95 (N.J. Super. Ct.))).

The Zwerling Firm was appointed Administrator for the General Motors Diesel Litigation Fund under the direction of Judge Henry Bramwell, District Judge, United States District Court, Eastern District of New York.

### **Other Complex Litigation**

The Zwerling Firm represents numerous Indian Tribes and Native Villages seeking relief from pharmaceutical manufacturers, pharmacies, and distributors of prescription opioid drugs in *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The Zwerling Firm serves on the Tribal Leadership Committee, and helped organize and draft an amicus brief submitted on behalf of over 450 Tribes throughout the United States.

The Zwerling Firm currently serves as a member of the Tribal Leadership Committee in *In Re: Juul Labs, Inc. Marketing, Sales Practices and Products Liability Litigation*, MDL 02913 (N.D. Cal.) and represents tribes and intertribal health organizations, seeking relief for the wrongful actions and conduct of Juul Labs and its partners in the marketing and sale of e-cigarettes.

The Zwerling Firm is presently prosecuting cases on behalf of businesses and Indian tribes against insurance companies for wrongfully denying business interruption claims resulting from closures due to the COVID – 19 pandemic.

The Zwerling Firm is also representing workers at several seafood processing plants in Alaska for violations of the Fair Labor Standards Act and Washington wage and hour laws.

In *County of Nassau v. Hotels.com, L.P.*, No. 2:06-cv-5724 (ADS) (E.D.N.Y.), the Zwerling Firm represents Nassau County (NY) in a class action seeking to recover unpaid taxes from internet-based hotel reservation companies on behalf of a class consisting of all New York counties and municipalities.

In addition, the Zwerling Firm has also represented union health and welfare funds in litigation against the tobacco industry. Those claims were for the excess costs incurred by the funds in providing health care to the members of their unions as a result of the fraudulent and deceptive practices of the tobacco companies (*Eastern States Health & Welfare Fund v. Philip Morris, Inc.*, Index No. 603869/97 (N.Y. Sup. Ct. N.Y. County)).

The Zwerling Firm has been counsel in high profile constitutional and civil rights actions. In *Haley v. Pataki*, No. 3:95-cv-550 (TJM) (N.D.N.Y.), the firm obtained an order forcing the Governor of the State of New York to stop withholding salaries from legislative employees in an

attempt to coerce members of the State Legislature to vote on his State budget. In a related case, *Dugan v. Pataki*, Index No. 16341/95 (N.Y. Sup. Ct. Kings County), the Zwerling Firm obtained the same relief for the elected members of the State Legislature.

The Zwerling Firm has represented the New York City Council in *Mayor of New York v. Council of New York*, Index No. 402354/95 (N.Y. Sup. Ct. N.Y. County), an action in which the Mayor challenged the legislative powers of the City Council in connection with the establishment of a board to review allegations of police corruption.

The Zwerling Firm also represented the Straphangers Campaign, a mass transit advocacy group, in *New York Urban League, Inc. v. Metropolitan Transportation Authority*, No. 1:95-cv-9001 (RPP) (S.D.N.Y.), an action to compel the State of New York and the MTA to allocate transit subsidies in a manner which does not have a discriminatory impact on minority ridership in New York City.

The Zwerling Firm was an active member of the 9/11 Union Project where it provided legal representation *pro bono* for low income victims of the World Trade Center attacks and their families.

### **Securities Litigation**

The Zwerling Firm has acted or is presently acting as a lead counsel or as a member of an executive committee for plaintiffs in many securities related lawsuits, including: *Zoidis v. T. Rowe Price Associates, Inc.*, No. 1:16-cv-02786-MJG (D. Md.); *Kennis v. Metropolitan West Asset Management, LLC*, No. 2:15-cv-08162 (C.D. Cal.) GW-FFM; *Redus-Tarchis v. New York Life Investment, LLC*, No. 2:14-cv-07991(D.N.J., Newark Division)-WHW-CLW; *Tumpowsky v. Harbor Capital Advisors, Inc.*, No. 1:14-cv-07210 (N.D. Ill., Eastern Division); *Hebda v. Davis Select Advisors*, No. 14-cv-4318 (S.D.N.Y.); *The Lynn Kennis Trust v. First Eagle Investment Management, LLC*, No. 1:14-cv-00585 (D. Del.); *Goodman v. J.P. Morgan Investment Management, Inc.*, No. 2:14 -cv-00414 (S.D. Ohio)-GLF-NMK; *Clancy v. BlackRock Investment Management, et al.*, No. 3:14-cv-01165 (D.N.J.)(JAP)(DEA); *McClure v. Russell Investment Management Company*, No. 1:13-cv-12631(D. Mass.)-LTS; *Kasilag v. Hartford Investment Financial Services, LLC*, No. 11-cv-1083 (D.N.J.); *Toomey v. Hofhines*, No. 1:09-cv-613-S-EJL-MHW (D. Idaho); *McCoy v. Cullum & Burks Securities, Inc.*, No. 8:09-cv-1084-DOC (RNBx) (C.D. Cal.) (“*Medical Capital Securities Litigation*”); *Billitteri v. Securities America, Inc.*, No. 3:09-cv-1568-F (N.D. Tex.) (“*Provident Royalties Litigation*”); *Anwar v. Fairfield Greenwich Limited*, Master File No. 1:09-cv-118 (VM) (S.D.N.Y.) and *In re Santander Optimal Securities Litigation*, No. 1:09-cv-20215-PCH (S.D. Fla.), both of which seek recovery on behalf of investors in “feeder funds” that in turn invested with Bernard L. Madoff Securities, LLC.; *In re Citigroup Auction Rate Securities Litigation*, No. 1:08-cv-3139 (LTS) (S.D.N.Y.); *In re NYMEX Holdings Shareholder Litigation*, C.A. No. 3621 (VCN) (Del. Ch.); *In re Vonage Initial Public Offering (IPO) Securities Litigation*, No. 3:07-cv-177 (FLW) (D.N.J.); *In re BP Prudhoe Bay Royalty Trust Securities Litigation*, No. C06-1505 MJP (W.D. Wash.); *Diana Allen Life Insurance Trust v. BP plc*, No. 1:06-cv-14209 (PAC) (S.D.N.Y.); *In re First BanCorp Securities Litigation*, No. 3:05-cv-2148 (GAG) (D.P.R.); *Fox v. Levis*, No. 1:07-cv-3252 (RO) (S.D.N.Y.); *In re Silicon Image, Inc.*

*Securities Litigation*, Master File No. C 05-456 (MMC) (N.D. Cal.); *In re Old Banc One Shareholders Securities Litigation*, No. 00C2100 (N.D. Ill.); *In re Network Associates Derivative Litigation*, No. CV 781854 (Cal. Super. Ct. Santa Clara County); *In re Telxon Corporation Securities Litigation*, No. 5:98-cv-2876 (KMO) (N.D. Ohio); *Hayman v. PricewaterhouseCoopers LLP*, No. 1:01-cv-1078 (KMO) (N.D. Ohio); *In re Corrections Corporation of America Shareholder Litigation*, Master File No. 98-1257-iii (Tenn. Ch.); *In re Adaptec Inc. Derivative Litigation*, No. CV 772590 (Cal. Super. Ct. Santa Clara County); *In re Pacific Scientific Securities Litigation*, No. SACV-96-1106-LHM(EEEx) (C.D. Cal.); *Kaplan v. Prins Recycling Corporation*, No. 2:96-cv-2444 (WHW) (D.N.J.); *In re Health Management Inc. Securities Litigation*, No. 9:96-cv-889 (ADS) (E.D.N.Y.); *Weikel v. Tower Semiconductor, Ltd.*, No. 2:96-cv-3711 (AJL) (D.N.J.); *In re Bennett Funding Group, Inc. Securities Litigation*, No. 1:96-cv-2583 (JES) (S.D.N.Y.); *In re Horizon/CMS Healthcare Corporation Securities Litigation*, Master File No. 1:96-cv-442 BB/LCS (D.N.M.); *Rosenberg v. Stauth*, No. 5:96-cv-1808-M (W.D. Okla.); *Solomon v. Armstrong*, C.A. No. 13515 (Del. Ch.) (the “GM/EDS Split-off Litigation”); *In re Archer Daniels Midland Company Derivative Litigation*, C.A. No. 14403 (Del. Ch.); *In re American Pacific Securities Litigation*, No. CV-S-93-576-PMP (D. Nev.); *McNeil v. Austin*, Index No. 33189/91 (N.Y. Sup. Ct. N.Y. County); *In re Foodmaker/Jack-in-the-Box Securities Litigation*, No. C93-517 WDL (W.D. Wash.); *In re Ames Department Stores, Inc. Stock Litigation*, No. 2:90-cv-27 (PCD) (D. Conn.); *In re General Development Corporation Securities Litigation*, No. 1:90-cv-691 (SM) (S.D. Fla.); *In re Republic Pictures Corporation Shareholders Litigation*, C.A. No. 13122 (Del. Ch.); *In re Blockbuster Entertainment Corporation Shareholders Litigation*, C.A. No. 13319 (Del. Ch.); *In re First Capital Holdings Corporation Financial Products Securities Litigation*, MDL No. 901 (C.D. Cal.); *In re New World Entertainment Securities Litigation*, Master File No. CV 88-6260-MRP(Kx) (C.D. Cal.); *In re Anchor Securities Litigation*, No. 1:88-cv-3024 (CPS) (E.D.N.Y.); *In re 3Com Corporation Securities Litigation*, No. C-89-20480 (WAI) (N.D. Cal.); *In re Par Pharmaceutical, Inc. Derivative Litigation*, No. 1:89-cv-5497 (RPP) (S.D.N.Y.); *Fishbein v. Resorts International Inc.*, No. 1:89-cv-6043 (MGC) (S.D.N.Y.); *In re Bank of Boston Securities Litigation*, Master File No. 89-2269-H (D. Mass.); *In re Howard Savings Bank Securities Litigation*, No. 2:89-cv-5131 (WGB) (D.N.J.); *Merrit v. Gulf States Utilities Co.*, No. B-86-574-CA (E.D. Tex.).

In addition, the Zwerling Firm represents or has represented public employee pension funds and union pension funds in securities litigations, including: *In re MGIC Investment Corporation Securities Litigation*, No. 2:08-cv-458-LA (E.D. Wis.); *In re American International Group, Inc. Securities Litigation*, No. 1:08-cv-4772 (LTS) (S.D.N.Y.); *In re Doral Financial Corporation Securities Litigation*, MDL No. 1706 (S.D.N.Y.); and *Clinton Charter Township Police and Fire Retirement System v. Reckler*, No. 2:03-cv-5008 (TCP) (E.D.N.Y.).

The following is a representative sample of the complex securities claims which the Zwerling Firm has litigated:

*In re First BanCorp Securities Litigation*, No. 3:05-cv-2148 (GAG) (D.P.R.) - co-lead counsel in securities fraud class action involving sham mortgage sales transactions between Puerto Rico banks. The Zwerling Firm achieved a \$74.25 million settlement in less than eighteen months of litigation, which is pending court approval.

- *Hayman v. PricewaterhouseCoopers, LLP*, No. 1:01-cv-1078 (KMO) (N.D. Ohio) - brought on behalf of investors in Telxon Corp. securities against the company's auditors for issuing false opinions on the company's financial statements. The Zwerling Firm obtained a recommendation for a default judgment against PricewaterhouseCoopers, LLP and subsequently settled the action for \$27.9 million.

- *In re Telxon Corp. Securities Litigation*, No. 5:98-cv-2876 (KMO) (N.D. Ohio) - a securities fraud class action where the Zwerling Firm, as sole lead counsel obtained a settlement of \$40 million on behalf of investors. Class members in the *PricewaterhouseCoopers* and *Telxon* actions received over 70% of their losses in the two settlements.

- *In re Corrections Corporation of America Shareholder Litigation*, Master File No. 98-1257-iii (Tenn. Ch.) - shareholder class action challenging a management-led buyout of public shareholders in exchange for shares in a publicly held REIT.

- *In re Bennett Funding Group, Inc. Securities Litigation*, No. 1:96-cv-2583 (S.D.N.Y.) - securities fraud class action involving the single largest alleged Ponzi scheme in the United States. The Zwerling Firm has been on the Executive Committee which has successfully prosecuted the accountants, insurers, and sellers of the alleged fraudulent securities.

- *In re Health Management Inc. Securities Litigation*, No. 9:96-cv-889 (ADS) (E.D.N.Y.) - securities fraud class action alleging accounting fraud by the company and its auditors. The Zwerling Firm was co-lead trial counsel in the first case tried pursuant to the Private Securities Litigation Reform Act of 1995.

- *Rosenberg v. Stauth*, No. 5:96-cv-1808-M (W.D. Okla.) - shareholders' derivative action involving alleged improper business practices at Fleming Companies, Inc. in which the demand futility defense was successfully defeated.

- *In re ICN/Viratek Securities Litigation*, No. 1:87-cv-4296 (S.D.N.Y.) - securities fraud class action involving FDA sought approval of an HIV drug.

- *McNeil v. Austin*, Index No. 33189/91 (N.Y. Sup. Ct. N.Y. County) - shareholders' derivative action regarding the sale of defective nuclear containment systems by General Electric.

- *In re Adaptec Inc. Derivative Litigation*, Master File No. CV 772590 and *In re Network Associates Derivative Litigation*, Master File No. CV 781854 (Cal. Super. Ct. Santa Clara County) – shareholders' derivative lawsuits pursuant to California's insider trading statute to recover profits from the company's officers and directors.

- *In re Ames Department Stores, Inc. Stock Litigation*, No. 2:90-cv-27 (PCD) (D. Conn.) - securities fraud class action in which the Second Circuit reaffirmed the scope of the "in connection with" requirement of the Securities Exchange Act § 10(b).

Courts have commented favorably upon the expertise of the Zwerling Firm. In appointing the firm as lead counsel in *In re Old Banc One Shareholders Securities Litigation*, No. 00C2100 (N.D. Ill.), the Court noted that the “attorneys have extensive experience, many successes on their resumes, and have obtained sizable recoveries on behalf of their clients.” Minute Order dated December 21, 2000.

In appointing it as lead counsel in *In re Telxon Corporation Securities Litigation*, No. 5:98-cv-2876 (KMO) (N.D. Ohio), the Court determined that the Zwerling Firm has “the requisite ability and expertise to prosecute and manage this litigation effectively.” Memorandum and Order at 39, August 25, 1999.

As a member of a team of plaintiffs’ trial counsel in *In re ICN/Viratek Securities Litigation*, No. 1:87-cv-4296 (S.D.N.Y.), the Zwerling Firm was complimented by Judge Kimba Wood as having done a “superb job on behalf of the class.... This was a very hard fought case. You had very able, superb opponents, and they put you to your task.... The trial work was beautifully done and I believe very efficiently done....”

In *In re Par Pharmaceutical, Inc. Derivative Litigation*, No. 1:89-cv-5742 (RPP) (S.D.N.Y.), Judge Patterson, in commenting on the Zwerling Firm, said “[they] acted skillfully and resourcefully....[The Zwerling Firm] exercised wisdom and judgment and negotiated a skillful settlement with the defending company and with the officer and director/defendants.” Slip opinion dated June 15, 1992.

Chief Judge Weinstein, in the *Jack Eckerd Corporation* litigation (E.D.N.Y. 1986), and Judge Charles P. Sifton in both *Golden v. Shulman*, [1988 Transfer Binder] Fed. Sec. L. Rep. (CCH) ¶ 94,060 (E.D.N.Y. Sept. 30, 1988) and *Cagan v. Anchor Savings Bank, FSB*, [1990 Transfer Binder] Fed. Sec. L. Rep. (CCH) ¶ 95,324 (E.D.N.Y. May 22, 1990) also commented favorably upon the Zwerling Firm.

One of the partners of the Zwerling Firm was appointed by former Chief Judge Browning as Proof-of-Claim Counsel in connection with the loss analysis in *In re Washington Public Power Supply System Securities Litigation*, MDL No. 551 (D. Ariz.). In that matter, former United States District Judge Nicholas J. Bua, as Special Master appointed by the Court, in commenting on one of the partners in the Zwerling Firm, said: “I...find that the services of Mr. Schachter were efficiently and reasonably performed by him personally....Mr. Schachter specifically was appointed by the District Court to serve as Claims Counsel....It was not unreasonable for a senior partner like Mr. Schachter, with his vast knowledge of the case, to directly oversee the claims administration process rather than relying upon less knowledgeable junior attorneys. The class received its money’s worth for Mr. Schachter’s services....”

### **Members of the Firm**

#### **Jeffrey C. Zwerling**

Jeffrey C. Zwerling was admitted to the bar of the State of New York in 1972 and to the

bar of the State of Arizona in 1981; he is admitted to the following federal courts: the United States District Court for the Southern and Eastern Districts of New York, and the United States Court of Appeals for the Second Circuit. He received a Bachelor of Science degree with Honors from Lehigh University in 1968 and a Juris Doctor degree from Columbia University School of Law in 1971. He was Articles Editor of the Columbia Journal of Transnational Law. His professional affiliations include: New York State Bar Association, Association of the Bar of the City of New York, Nassau County Bar Association, and State Bar of Arizona.

On July 1, 1977, Mr. Zwerling founded the Law Offices of Jeffrey C. Zwerling; on January 1, 1985 that firm became Zwerling, Schachter & Zwerling, LLP. Prior to 1977, Mr. Zwerling was associated with the firms of Gasperini, Koch & Savage; Koch & Gluck; and Murray A. Gordon, P.C., with emphasis on civil litigation, real estate, general corporate and commercial matters. Mr. Zwerling has represented and advised the Uniformed Fire Officers Association in regard to its pension funds and annuity plans.

Mr. Zwerling has extensive experience in all phases of complex litigation, including jury and non-jury trials, mediation, expert discovery, and settlement negotiations. He has negotiated several innovative corporate governance and structural changes in the resolution of shareholders' complaints. He is highly knowledgeable about economic and finance issues. Mr. Zwerling co-authored "The Dell Case: The Doors To The Courts Close Further For Investors" in the Aspatore Special Report (Thomson Reuters/Aspatore 2008).

### **Robert S. Schachter**

Robert S. Schachter was admitted to the bar of the State of New York in 1972; he is admitted to the following federal courts: the United States District Court for the Southern and Eastern Districts of New York and the Central District of California, the United States Court of Appeals for the Second, Fifth and Ninth Circuits, and the Supreme Court of the United States. He received a Bachelor of Arts degree from Syracuse University in 1968 and a Juris Doctor degree from Brooklyn Law School in 1971. His professional affiliations include: The American Bar Association (Lecturer, Panels in Class Actions, 1980 and 1998) and the Second Circuit Federal Bar Council. Mr. Schachter was a panelist at the Public Funds Summit (2002-2004), Investment Education Symposium sponsored by the Council of Louisiana Trustees (2002), and Fire & Police Pension Summit (2002). Mr. Schachter is a panelist for a series of seminars moderated by Professor Francis McGovern of the Duke University Law School concerning "Distribution of Securities Litigation Settlements—Improving the Process." These seminars are aimed to develop solutions to improve the efficiency and effectiveness of securities litigation settlement distributions. Participants in the conference include attorneys, judges, regulators, institutional filers and claims administrators. The purpose of the seminars is to prepare a report for presentation to the Federal Judicial Conference.

Prior to the formation of the Zwerling Firm, Mr. Schachter was associated since 1973 with the firm now known as Labaton Sucharow LLP. Mr. Schachter became a partner of that firm on January 1, 1978, concentrating in complex multi-district litigation.

Mr. Schachter has extensive experience in all phases of complex litigation. He has been involved in many settlement negotiations, as well as the drafting of complex settlement documents, and has particular expertise in the administration of class settlements. Mr. Schachter has been instrumental in crafting novel settlements which have been applauded by courts in securities, as well as antitrust matters, including corporate governance issues.

### **Robin F. Zwerling**

Robin F. Zwerling was admitted to the bar of the State of New York in 1976; she is admitted to the following federal courts: the United States District Court for the Southern and Eastern Districts of New York, the United States Court of Appeals for the Second, Fourth, Sixth, Seventh and Ninth Circuits, and the Supreme Court of the United States. She received a Bachelor of Arts degree *cum laude* from Jackson College of Tufts University in 1972, and a Juris Doctor degree from Georgetown University Law Center in 1975. Her memberships include: the American Bar Association, the National Institute of Trial Advocacy, the National Association of Securities and Commercial Law Attorneys, and the Second Circuit Federal Bar Council. As a member of the Program Committee of the Second Circuit Federal Bar Council, Ms. Zwerling plans and coordinates Continuing Legal Education programs.

Ms. Zwerling has concentrated in litigation since her graduation from law school. At that time, she became associated with Martin, Clearwater & Bell, becoming a partner in 1982 and remained there until the formation of the Zwerling Firm in 1985. Ms. Zwerling has extensive experience in all phases of litigation, including trials and appellate arguments. She has tried cases in both state and federal courts. Ms. Zwerling successfully completed the National Institute of Trial Advocacy's Advanced Trial Practice course after having tried a number of cases.

### **Susan Salvetti**

Susan Salvetti was admitted to the bar of the State of New York in 1980; she is admitted to the following federal courts: the United States District Court for the Southern and Eastern Districts of New York and the United States Court of Appeals for the Second and Sixth Circuits. She received a Bachelor of Arts degree *summa cum laude* from Thomas More College of Fordham University in 1976 and a Juris Doctor degree from Fordham University School of Law in 1979. Her memberships include: the American Bar Association, the Second Circuit Federal Bar Council, Who's Who in American Women, and Phi Beta Kappa. Ms. Salvetti authored the published *Report on Class Certification for Particular Issues Pursuant to Federal Rules of Civil Procedure 23(C)(4)(A)*, 12 NYLitigator 63 (2007).

Ms. Salvetti has concentrated in litigation throughout her career, becoming a partner of the Zwerling Firm on January 1, 1992. Prior to her association with the firm in 1985, she was



associated with Martin, Clearwater & Bell. Prior to that time, Ms. Salvetti was associated with Newman, Tannenbaum, Helpern & Hirschtritt, a general practice firm.

Ms. Salvetti has extensive experience in all phases of complex litigation, including as trial counsel; she has taken and defended numerous depositions, argued motions before trial and appellate courts, and negotiated complicated settlements in both securities and consumer matters.

### **Senior Counsel**

#### **Hillary Sobel**

Hillary Sobel was admitted to the bar of the State of New York in 1989; she is also admitted to the following federal courts: the United States District Court for the Southern and Eastern Districts of New York and the United States Court of Appeals for the Fourth and Ninth Circuits. She received a Bachelor of Arts Degree from Barnard College of Columbia University in 1985, and a Juris Doctor degree from the Benjamin N. Cardozo School of Law of Yeshiva University in 1988, where she was Editor of the ILSA International Law Journal. Her memberships include: the American Bar Association.

Ms. Sobel has been involved in complex discovery, including responding to and drafting discovery requests, questioning fact and expert witnesses, as well as arguments before the court. She has also participated at trial, including witness questioning, as well as trial preparation.

#### **Andrew W. Robertson**

Andrew W. Robertson was admitted to the bar of the State of New York in 2005; he also is admitted to the United States District Courts for the Southern and Eastern Districts of New York and the United States Court of Appeals for the Sixth Circuit. He received a Bachelor of Arts degree *magna cum laude* from Vanderbilt University in 2000, and a Juris Doctor degree from New York University School of Law, where he was Managing Editor of the N.Y.U. Journal of International Law and Politics.

Mr. Robertson has handled all phases of class action and derivative litigation, as well as arbitration, including taking and defending depositions, representing clients in jury trials and arbitration hearings, and arguing at the trial and appellate levels. He has represented clients in cases involving failure to disclose material information, breach of fiduciary duty, excessive mutual fund fees, mismanagement of client accounts, incorrect valuation of securities, and unsuitable investment recommendations.

Mr. Robertson has published “Claims Involving Investment Companies,” *Litigating Securities Class Actions* (LexisNexis 2011); “The Aftermath of the Mutual Fund Crisis,” *38 Review of Securities & Commodities Regulation* 21 (Dec. 7, 2005); and “Be Careful What You Waive,” *San Francisco Daily Journal* (Apr. 28, 2004). Prior to joining the Zwerling Firm, Mr. Robertson was associated with Milbank, Tweed, Hadley & McCloy LLP.

**Sona R. Shah**

Sona R. Shah was admitted to the bar of the State of New Jersey in 1997, and to the bar of the State of New York in 1998; she is also admitted to the following federal courts: the United States District Court for the Southern and Eastern Districts of New York. She received a Bachelor of Arts degree from New York University in 1994, and a Juris Doctor degree from Fordham University School of Law in 1997. Her professional affiliations include: the New York State Bar Association.

Prior to her association with Zwerling Schachter, Ms. Shah was associated with the Center for Constitutional Rights. She was awarded Outstanding Antitrust Litigation Achievement by a Young Lawyer by the American Antitrust Institute.

**Associates of the Firm**

**Justin M. Tarshis**

Justin M. Tarshis was admitted to the bar of the State of New York in 2003; he is also admitted to the United States District Court for the Southern and Eastern Districts of New York and the United States Court of Appeals for the Second Circuit. He received a Bachelor of Science degree from the University of Wisconsin in 1999, and a Juris Doctor degree *cum laude* from Brooklyn Law School in 2002. While in law school, Mr. Tarshis was the recipient of the Samuel L. Sporn Academic Achievement Scholarship and the CALI Excellence for the Future Award in Civil Practice. In addition, Mr. Tarshis served as an intern to the Honorable Shira A. Scheindlin of the Southern District of New York, as well as an intern in the New York State Attorney General's Office.

**Ana Cabassa**

Ana Maria Cabassa was admitted to the bar of the State of New York in 2001 and to the bar of the District of Columbia in 2001; she is admitted to the following federal courts: the United States District Court for the District of Columbia, and the Tax Court. She received a Bachelor of Science degree in Accounting and Finance, *magna cum laude*, from Georgetown University in 1995 and a Juris Doctor degree from New York University, School of Law in 2000. She received the Thomas Stoddard Award for editing contributions to the Journal of Legislation and Public Policy. Her professional affiliations include: American Bar Association and New York State Bar Association.

Ms. Cabassa is also a Certified Public Accountant.

Prior to her association with the Zwerling Firm, Ms. Cabassa was associated with Latham & Watkins, LLP, where she represented clients in antitrust, securities and complex commercial litigation matters.

Ms. Cabassa has extensive experience in all phases of complex litigation, including the investigation and analysis of potential matters and the development of electronic discovery requirements.

**Donatella P. Keohane**

Donatella P. Keohane was admitted to the bar of the State of New York in 2003; she is also admitted to the Brazilian bar (State of Rio de Janeiro chapter). She received a Bachelor of Laws degree from Universidade Federal do Rio de Janeiro in 1998, and a Master of Laws degree from Fordham University School of Law in 2002. Prior to her association with the Zwerling firm, Ms. Keohane had been associated with Clifford Chance US LLP.

**Jessica C. Hermes**

Jessica C. Hermes was admitted to the bar of the State of New York in 2016. She received a Bachelor of Arts degree from Villanova University in 2012 and a Juris Doctor degree from New York University School of Law in 2015, where she was Notes Editor and Staff Editor for the *Journal of Legislation & Public Policy*.

**Henry Avery**

Henry Avery was admitted to the bar of the State of Washington in 2018. He has worked on antitrust and consumer class actions, and other complex litigation in both state and federal courts. He received Bachelor of Arts and Bachelor of Science degrees from the University of Georgia in 2012 and a Juris Doctor degree from New York University School of Law in 2018. At NYU he served as an Articles Editor and Staff Editor for the *Journal of Legislation & Public Policy*.

Mr. Avery is resident in the firm's Seattle office.

**Of Counsel**

**Dan Drachler**

Dan Drachler was admitted to the bar of the State of New York in 1988; he is also admitted to the bar of the States of Washington, and New Jersey; he is admitted to the following federal courts: the United States District Court for the Southern and Eastern Districts of New York, the United States District Court for the Western and Eastern Districts of Washington, the United States District Court for the District of New Jersey, the United States Court of Federal Claims, and the United States Court of Appeals for the Second, Ninth and Federal Circuits. Mr. Drachler received a Bachelor of Arts degree *cum laude* from the University of South Carolina in 1980, and his Juris Doctor degree *cum laude* from New York Law School in 1987. At New York Law School, Mr.

Drachler was a member of the law review and was a John Ben Snow Merit Scholar. His professional affiliations include: the Washington State Bar Association, the King County Bar Association, and the American Antitrust Institute.

Prior to joining the Zwerling Firm, Mr. Drachler served as Chief Deputy Attorney General for the State of New York. In that position, all litigation and investigations were subject to Mr. Drachler's review, including those in the Antitrust and Consumer Protection Bureaus. Mr. Drachler also regularly counseled state agencies and the Governor's office regarding a variety of legal and non-legal matters. From 1987 to 1993, Mr. Drachler was an associate and then partner of Koppell, Drachler & Lipofsky. At that firm, he concentrated in general civil litigation, real estate, and trusts and estates.

Mr. Drachler was an Adjunct Professor at New York Law School from 1992-97. He taught "Negotiation, Counseling and Interviewing," a course designed to develop skills in counseling clients and conducting negotiations in simple and complex matters. He was awarded Outstanding Antitrust Litigation Achievement in Private Law Practice by the American Antitrust Institute in 2017 and has been appointed to its Advisory Board.

Mr. Drachler is resident in the firm's Seattle office.

### **Joseph Lipofsky**

Joseph Lipofsky was admitted to the bar of the State of New Jersey in 1972, and is also admitted to the bar of the States of New York, Missouri and Michigan; he is admitted to the following federal courts: the United States District Court for the Southern and Eastern Districts of New York, the District of New Jersey, the Eastern District of Missouri, the Eastern District of Michigan, and the Supreme Court of the United States. He received a Bachelor of Science degree from Rider College in 1969, and a Juris Doctor degree *cum laude* from Seton Hall University School of Law in 1972. His professional affiliations include: the American Bar Association; the New York State Bar Association, where he serves on the Executive Committee of the Antitrust Section; the National Lawyers Guild; and the National Association of Consumer Advocates. He also serves as a Board Member for Brooklyn Legal Services Corporation A; and for the Sugar Law Center for Economic and Social Justice.

Prior to joining the Zwerling Firm, Mr. Lipofsky served as Deputy Counsel to the Attorney General of New York. In that capacity, he regularly counseled state agencies and the Governor's office regarding a variety of legal and non-legal matters. From 1991 to 1993, Mr. Lipofsky was counsel to the firm of Koppell & Drachler and then partner of Koppell, Drachler & Lipofsky. Prior to 1991, he served as an attorney and Executive Director with legal service programs in New Jersey, Missouri and Michigan, as well as with various labor unions including their ERISA funds.

Mr. Lipofsky is located in the Zwerling Firm's New York office.

**Fred T. Isquith, Sr.**

Fred Taylor Isquith, Sr. is Of Counsel – National Litigation to Zwerling, Schachter & Zwerling. He graduated from Columbia University Law School in 1971. Since then, Mr. Isquith has concentrated in antitrust and securities litigation, often as lead counsel in large, complex, class actions across the country. Clients have included businesses and investors with claims for wrongdoing against the largest corporations in America.

Mr. Isquith has extensive experience in complex market and financial areas representing institutional investors, such as public and labor pension funds, labor health and welfare benefit funds, and private institutional investors. He has recovered over \$7 billion. Prior to Zwerling, Schachter & Zwerling, Mr. Isquith was Chair of the Antitrust Department of Wolf Haldenstein. There, he was lead counsel in, among others, the *Package Seafood Antitrust Litigation*, (S.D. Cal.), the *Keurig Coffee Antitrust Litigation* (S.D.N.Y.), *Salmon Antitrust* (S.D. Fla.) and *Viega Plumbing Antitrust* (M.D. Pa).

Mr. Isquith is currently Chair of the Antitrust Committee of the New York City Bar Association. He was the President of the National Association of Securities and Commercial Law Attorneys. He has lectured before bar associations and at law schools, has authored more than 50 published articles and 1000 columns and as recently as 2019 participated in a CLE program for the ABA. He is the author of a chapter in a Bar Association book on Federal Civil Practice and is often cited by legal industry media and the general press regarding complex litigation. Other activities include the New York State Bar Association President’s Committee on Access to Justice and its Committee on Evidence. He is also a Fellow of the American Bar Foundation.

Mr. Isquith was co-lead in *Panzier v. Wolf*, which established the fraud on the market theory in the Second Circuit, later affirmed by the United States Supreme Court.

*In the Genetically Modified Rice Litigation*, Mr. Isquith represented US rice farmers in a landmark action against Bayer A.G., achieving a recovery of \$750 million.

Courts have often commented favorably about Mr. Isquith where he was in a leadership position. For example:

*K.J. Egleston, L.P. v. Heartland Industrial Partners*, Judge Rosen stated in June 2010, of the “outstanding job of representing clients” and further commented that “the conduct of all counsel in this case and the result they have achieved for all of the parties confirms that they deserve the national recognition they enjoy.”

*Parker Friedland v. Iridium World Communicans Led*, Judge Laughrey said in said (October 2008), “I really appreciate the quality of work that we had in our chambers as a result of this case.”

*In re: Comdisco Sec Litigation* (July 2005), Judge Shadur commented upon the “kind of professionalism that the critics of class actions...are never willing to recognize. I really cannot speak too highly of the services rendered by class counsel in an extraordinarily difficult situation.”

*In re Dynamic Random Access Memory Antitrust Litigation*, Judge Hamilton (August 2007) said: “...the results are exceptional.... The percentages as you have outlined them, do put this [case] in one of the upper categories of results of this kind of [antitrust class action]. I am aware of the complexity.... You did an exceptionally good job at organizing and managing the case, assisting me in management of the case....”

Mr. Isquith is among the nation’s top securities class action attorneys, as recognized in *Venture* magazine. Mr. Isquith has been elected as among the top 5% of attorneys in the New York City area chosen as a “Super Lawyer” since 2006; *Avenue Magazine* has listed him among the legal elite; and he is listed in Martindale Hubbell as a “Preeminent Lawyer”, as well as in *Who’s Who in America*.

### **Fred T. Isquith, Jr.**

Fred T. Isquith, Jr. was admitted to the bar of the State of New York in 2010; he is also admitted to the following federal courts: The United States District Court for the Southern and Eastern Districts of New York. He received a Bachelor of Science degree from Cornell University in 2004, and a Juris Doctor degree from Syracuse University College of Law in 2009, where he served as an editor on the *Journal of International Law and Commerce* and as an executive board member for the Moot Court Honors Society. Mr. Isquith also has a Master’s degree in Public Administration from the Syracuse University Maxwell School of Citizenship and Public Affairs in 2009.

Mr. Isquith has handled all phases of class action litigation with a concentration in antitrust, commodities, market manipulation, and consumer class actions. He has served on the New York County Lawyers’ Association’s Federal Courts Committee and currently serves on New York City Bar Association’s Antitrust and Trade Regulation Committee. He has published articles in the National Association of Shareholder and Consumer Attorneys (“NASCAT”) weekly newsletter regarding some of his notable cases. In 2018 – 2020, Mr. Isquith was named one of Super Lawyers' Rising Stars in the Antitrust field.

# **EXHIBIT K**

Kathryn A. Stebner, State Bar No. 121088

**STEBNER AND ASSOCIATES**

870 Market Street, Suite 1212

San Francisco, CA 94102

Tel: (415) 362-9800

Fax: (415) 362-9801

Guy B. Wallace, State Bar No. 176151

**SCHNEIDER WALLACE COTTRELL KONECKY LLP**

2000 Powell Street, Suite 1400

Emeryville, CA 94608

Tel: (415) 421-7100

Fax: (415) 421-7105

[Additional counsel listed on service list]

Attorneys for Plaintiffs and the Settlement Class

UNITED STATES DISTRICT COURT,  
NORTHERN DISTRICT OF CALIFORNIA

Kathi Troy, as Successor-in-Interest to the Estate of June Newirth; Barbara Feinberg; Elizabeth Barber, Andrew Bardin, and Thomas Bardin as successors-in-interest to the Estate of Margaret Pierce; and Carol Morrison, by and through her Attorney-in-Fact Stacy Van Vleck, on their own behalves and on behalf of others similarly situated,

vs.

Aegis Senior Communities, LLC, dba  
Aegis Living; and Does 1 Through  
100,

No. 16-cv-03991-JSW

DECLARATION OF LEAH S. SNYDER  
IN SUPPORT OF PLAINTIFFS' MOTION  
FOR ATTORNEYS' FEES AND COSTS



1 Leah Snyder declares as follows:

2 1. I am the founder of the firm Ember Law PLLC and one of the counsel of  
3 record for the Plaintiffs in one of the class actions that are being resolved through the instant  
4 settlement, Morrison v. Aegis Senior Communities LLC, Wash. State Case No. 18-2-06326-  
5 4 SEA ( the “Washington case”).

6 2. I have personal knowledge of the facts set forth herein and could testify to the  
7 same.

8 3. This declaration is submitted in Support of Plaintiffs’ motion for final  
9 settlement approval and motion for attorney fees and costs to the named plaintiffs.

10 **Experience and Background**

11 4. I was admitted to practice law in the State of Washington in 2011 and  
12 admitted to practice law in the State of Massachusetts in 2012. I was admitted to the  
13 Western District of Washington in 2012 and was admitted to the Eastern District of  
14 Washington shortly thereafter.

15 5. I am a graduate of Cornish College of the Arts (Cum Laude 2007) and Seattle  
16 University School of Law (2011). I have been engaged actively in the practice of law in  
17 Washington since October 2011.

18 6. My practice primarily consists of Insurance, Consumer Protection, and  
19 Personal Injury litigation.

20 7. I received a Certification of Recognition from the American Association of  
21 Justice and have been designated a Rising Star by Super Lawyers in 2021.

22 8. I have taught CLEs on insurance litigation and general civil litigation.

23 9. I have litigated cases in both the Western and Eastern District of Washington  
24 as well as many state courts.

25 10. I have litigated and brought numerous cases to trial in the preceding 5 years.

1 11. I am currently litigating a different putative consumer class action in the  
2 Western District of Washington with co-counsel – *Cattaneo v. Turo Inc. 2:21-cv-00071-JCC*  
3 (*WDWA 2020*).

4 **Ember Law - Fees Incurred**

5 12. Ember Law provided services that supported the prosecution of the  
6 Washington case.

7 13. As of May 2021, Ember Law PLLC has recorded 193.2 hours for a total of  
8 \$106,425.00 The case at Ember Law was staffed by Leah S. Snyder.

9 14. Leah S. Snyder was the lead attorney at Ember Law PLLC. I had  
10 responsibility for assisting with drafting and revising the complaint and amended complaint,  
11 meeting and corresponding with clients and class members, preparing and following up on  
12 discovery requests and response in Washington. I was also responsible for Washington  
13 procedural matters with co-counsel Dan Drachler. I attended conference call to coordinate  
14 the efforts of counsel of Washington and California.

15 15. Ember Law PLLC has incurred the following costs:

<b>Travel expenses</b>	<b>\$735.03</b>
<b>Court Costs</b>	<b>\$169.70</b>
<b>Court Reporter Services</b>	<b>\$375.00</b>
<b>Total:</b>	<b>\$1,279.73</b>

16  
17  
18  
19 16. I was retained by the Plaintiffs and file this declaration in support of the work  
20 I did pertaining to prevailing in these suits against Aegis;

21 17. I was the originating attorney for the Washington aspect of this matter.

22 18. I provided support to California attorneys on Washington procedure and  
23 litigation.

24 19. I actively participated in drafting and filing motions, contributing to  
25

1 discovery, deposition preparation, and in person and telephonic meeting with clients.

2 20. I successfully prosecuted a motion to intervene on behalf of Plaintiff  
3 Morrison.

4 21. Based on my history and experience, my current hourly billing rate for this  
5 matter at \$550 is reasonable and appropriate.

6 I declare under penalty of perjury under the laws of the State of Washington that the  
7 foregoing is true and correct.

8 DATED: 11 June 2021.

s/ Leah S Snyder  
Leah S Snyder, WSBA No. 44384  
Attorney for Washington Plaintiffs  
1200 Fifth Avenue Suite 1217  
Seattle, WA 98101  
Telephone: (206) 899-6816  
Fax: (206) 858-8182  
E-mail: leah@emberlaw.com

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# **EXHIBIT L**

1 Kathryn A. Stebner, State Bar No. 121088

2 **STEBNER AND ASSOCIATES**

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4 San Francisco, CA 94102

5 Tel: (415) 362-9800

6 Fax: (415) 362-9801

7 Guy B. Wallace, State Bar No. 176151

8 **SCHNEIDER WALLACE COTTRELL KONECKY LLP**

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10 Emeryville, CA 94608

11 Tel: (415) 421-7100

12 Fax: (415) 421-7105

13 [Additional counsel listed on service list]

14 Attorneys for Plaintiff and the Settlement Class

15 **UNITED STATES DISTRICT COURT**

16 **NORTHERN DISTRICT OF CALIFORNIA - OAKLAND**

17 Kathi Troy, as Successor-in-Interest to the  
18 Estate of June Newirth; Barbara Feinberg;  
19 Elizabeth Barber, Andrew Bardin, and  
20 Thomas Bardin as successors-in-interest to  
21 the Estate of Margaret Pierce; and Carol  
22 Morrison, by and through her Attorney-in-  
23 Fact Stacy Van Vleck, on their own behalves  
24 and on behalf of others similarly situated,

25 Plaintiffs,

26 vs.

27 Aegis Senior Communities, LLC, dba Aegis  
28 Living; and Does 1 Through 100,

Defendants.

CASE NO. **4:16-cv-03991-JSW**

**CLASS ACTION**

**DECLARATION OF KIRSTEN FISH IN  
SUPPORT OF PLAINTIFFS' MOTION  
FOR ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARD**

Date: August 20, 2021

Time: 9:00 a.m.

Place: Courtroom 5, 2nd Floor

Judge: Hon. Jeffrey S. White

1 I, Kirsten Fish, hereby declare,

2 1. I am an attorney duly licensed to practice before all the courts of the State of  
3 California and am a member in good standing of the State Bar of California. I am a partner at the  
4 law firm of Needham Kepner & Fish LLP and counsel for Plaintiffs in this action. I am  
5 submitting this Declaration in support of Plaintiffs' Motion for Attorneys' Fees, Costs, and  
6 Service Awards. I have personal knowledge as to the facts stated herein and, if called upon to do  
7 so, could and would competently testify thereto.

8 2. I have been practicing law since 2001 and have been a partner at my firm since  
9 2007. My law practice focuses on elder and dependent adult abuse, wrongful death, and personal  
10 injury litigation. I am the author of "Litigating Financial Abuse Actions Against Institutions,  
11 Agents and Fiduciaries" in CEB's *California Elder Law Litigation: An Advocate's Guide*. I am  
12 also a frequent guest lecturer, presenting annual seminars in Northern California such as CEB's  
13 "Civil Litigation Practice: Recent Developments" since 2010 and "What's New in Tort & Trial"  
14 since 2010. I have also given numerous presentations on elder and dependent adult abuse  
15 litigation and advocacy and have been actively involved with California's leading elder advocacy  
16 group, California Advocates for Nursing Home Reform ("CANHR"). I have also lectured to law  
17 students studying Trial Techniques at Santa Clara University School of Law and have taught both  
18 Legal Research and Writing and Torts to first year law students at Lincoln Law School in San  
19 Jose.

20 3. Attached hereto as Exhibit 1 is a true and correct copy of my curriculum vitae.

21 4. Before the action was filed, the attorneys who associated together to prosecute the  
22 action met and discussed efficient ways to divide the work and allocate resources to avoid  
23 unnecessary overlap and duplication of efforts, costs and expenses. To ensure that the work was  
24 allocated and completed efficiently, counsel participated in phone conferences and discussed work  
25 in progress, assignments and best approaches.

26 5. I have tried my best to keep accurate time records, and the time recorded in this  
27 matter is an accurate depiction of the time and work described. My fees are fully documented by

1 detailed, contemporaneous and/or recreated time records describing every hour or fraction thereof  
2 of time worked for which compensation is sought. If there was any question about the time I  
3 worked, but no entry was created at or near the event in question, I always erred on the smallest  
4 time the task required if written evidence existed to support my entry or omitted the time entry in  
5 its entirety. If I had a recollection of spending time working on the matter, but nothing in writing  
6 evidencing the time spent, it was likewise omitted. In addition, for all the hours worked, I  
7 exercised my discretion to cut hours where I felt that the time was non-compensable or exceeded  
8 what was reasonably necessary in my judgment to accomplish the task in question. My records do  
9 not fully capture all of the time I spent on the case, which probably exceeds the recorded time by  
10 at least 20 percent.

11           6. My customary rate used to calculate the lodestar here is squarely in line with the  
12 prevailing rates in Northern California (*see* Declaration of Richard M. Pearl, filed concurrently  
13 with Plaintiffs' Fee Application) and paid by hourly-paying clients of our firms. Rates similar or  
14 equal to my rates in this case were previously approved in long term care class action cases in  
15 Federal District Court by Chief Judge of the Northern District of California Claudia Wilken in  
16 *Wehlage v. Evergreen at Arvin LLC*, 2012 U.S. Dist. LEXIS 144152 at \*8 (N.D. Cal. Oct. 4, 2012)  
17 (“The billing rates used by Class Counsel to calculate their lodestar are reasonable and in line with  
18 the prevailing rates in this District for personnel of comparable experience, skill, and reputation”);  
19 by U.S. District Judge Jeffrey S. White in *Walsh v. Kindred Healthcare, et al.*, 2013 U.S. Dist.  
20 LEXIS 176319 (N.D. Cal. Dec. 16, 2013); by U.S. District Judge Haywood Gilliam in *Winans v.*  
21 *Emeritus Corporation* (N.D. Cal. Jan. 19, 2016, case no. 3:13-cv-03962-HSG, dkt. 133); and by  
22 U.S. District Judge Vince G. Chhabria in *Carnes v. Atria Senior Living* (N.D. Cal. July 12, 2016,  
23 case no. 3:14-cv-02727-VC, dkt. 1153). Rates similar or equal to Class Counsel's rates in this  
24 case were also previously approved in long term care class action cases in the Superior Court of  
25 California by Judge George Hernandez in *Smith v. Prema P. Thekkeek, et al*, No. RG15787300,  
26 Alameda County Superior Court; by Judge George Hernandez in *Regina v. Hycare, Inc.*, Case No.  
27 RG-12647573, Alameda County Superior Court; by Judge Wynne Carvill in *Shuts v. Covenant*

1 *Holdco LLC*, Alameda County Superior Court, Case No. RG 10551807, in *Dalao v. LifeHouse*  
2 *Holdings, LLC* Alameda County Superior Court, Case No. RG12660602, and in *Correa v. SnF*  
3 *Management Company, LLC* Alameda County Superior Court, Case No. RG-13664498; by Judge  
4 Robert Freedman in *Valentine v. Thekke Health Services, Inc., et al.*, Alameda County Superior  
5 Court, Case No. RG-10546266; by Judge Jane Johnson in *Montreuil v. The Ensign Group, Inc.*,  
6 Los Angeles County Superior Court, Case No. BC449162; by Judge Richard Kramer in  
7 *Hernandez v. Golden Gate Equity Holdings, LLC*, San Francisco County Superior Court, Case No.  
8 CGC-10-505288; and by Judge Stephen Kaus in *Lollock v. Oakmont Senior Living, LLC, et al.*,  
9 Alameda County Superior Court, Case No. RG17875110.

10 7. I have worked a total of 11.3 hours on this case in connection with the California  
11 Action. My billing rate is \$700 per hour. My total lodestar and that of my firm is \$7,910.00.  
12 Copies of detailed timesheets are proprietary, but they will be made available for the Court's  
13 review in camera upon request. My primary roles included the following:

- 14 a. Meeting with co-counsel to develop Plaintiffs' legal theories and assembly of
- 15 factual support for the allegations in Plaintiffs' complaint.
- 16 b. Reviewing drafts of the Complaint and Second Amended Complaint.
- 17 c. Reviewing drafts of Plaintiffs' FRCP Rule 26 disclosures and FRCP Rule 30(b)(6)
- 18 deposition notice.
- 19 d. Legal research, including on financial elder abuse cause of action and pertaining to
- 20 defendants' motion to dismiss under FRCP Rule 9(b).
- 21 e. Reviewing Plaintiffs' draft interrogatories and requests for production of
- 22 documents.
- 23 f. Speaking with potential witnesses responding to notice of this class action.

24 8. My firm did not incur any litigation expenses in this matter.

25 I declare under penalty of perjury under the laws of the State of California that the  
26 foregoing is true and correct.

27 Executed on this 8th day of June 2021 in San Jose, California.

28 

Kirsten Fish



# EXHIBIT

1

**KIRSTEN M. FISH**

1960 The Alameda, Suite 210  
San Jose, CA 95126  
Direct Line: (408) 261-4226  
Web: [www.nkf-law.com](http://www.nkf-law.com)  
Email: [kfish@nkf-law.com](mailto:kfish@nkf-law.com)

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**NEEDHAM KEPNER & FISH LLP**  
SAN JOSE, CA

5/02 – PRESENT

**SKJERVEN MORRILL MACPHERSON LLP**  
SAN JOSE, CA

09/01– 01/02; 06/00 – 08/00

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**EDUCATION**

**SANTA CLARA UNIVERSITY SCHOOL OF LAW**, Santa Clara, CA  
J.D., May 2001, *summa cum laude*

**UNIVERSITY OF CALIFORNIA**, Davis, CA  
B.S. in Chemistry with a minor in Communications, June 1998, *with honors*

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**SPEAKING ENGAGEMENTS**

- What’s New in Tort & Trial Annual Seminars – Northern California (2010 – present)
- CEB’s Civil Litigation Practice: Annual Recent Developments – Northern California (2010 – 2016)
- Litigating Long Term Care Sexual Assault Cases – The Donald L. Galine Sonoma Travel Seminar (April 9, 2019)
- CCP §998 Roundtable – San Francisco Trial Lawyers Association (October 24, 2017)
- Investigating, Trying And Winning Elder Abuse Cases – The Donald L. Galine Sonoma Travel Seminar (April 2, 2016)
- Litigating Long-Term Care Sexual Assault Cases – 19th Annual California Advocates for Nursing Home Reform Elder Law Conference (November 21, 2015)
- Elder Abuse: Fighting Arbitration Clauses And Shaping The Ones You Lose – 54th Annual CAOC Convention (November 7, 2015)
- Elder Abuse and Neglect: What General Practitioners Need to Know – Santa Clara County Bar Association (September 21, 2015)
- Rape and Molestation in Long Term Care Facilities: It’s Happening More Than You Think – 10th Annual Legal Assistance For Seniors Conference on Elder Abuse (May 19, 2015)
- Emerging Trends in Nursing Home Cases: Client Screening, Pleadings, Discovery and Law and Motion – 53rd Annual CAOC Convention (November 15, 2014)
- §998 Offers – Avoiding Potential Traps and Pitfalls – SCCTLA’s 2014 Belli Seminar (October 10, 2014).
- CAOC Law School Panel Discussion – Santa Clara University School of Law (September 12, 2013)

- Trending Topics in Elder Abuse Litigation – Santa Clara County Trial Lawyers Association (November 1, 2012)
  - Financial Elder Abuse Roundtable – San Francisco Trial Lawyers Association (May 24, 2011)
  - Trial Techniques – Santa Clara University School of Law (September 24, 2009)
  - The Nuts and Bolts of Elder Abuse Litigation – Sunnyvale-Cupertino Bar Association (April 14, 2008)
  - Demonstrative Evidence – Santa Clara University School of Law (March 1, 2007)
  - The Nuts and Bolts of Elder Abuse Litigation – Monterey County Bar Association (March 9, 2006)
- 
- 

## **PUBLICATIONS**

- “*Sexual abuse in long term care facilities – It’s happening more than you think,*” Forum Magazine, May/June 2019.
  - “*Litigating Financial Abuse Actions Against Institutions, Agents and Fiduciaries,*” Chapter 6A, *California Elder Law Litigation: An Advocate’s Guide (Co-Author with Kathryn Stebner)*, Continuing Education of the Bar (Eds. 2008 – present)
  - “*The Deceptive Complexity of Elder Law Litigation,*” Inside the Minds (Co-Author with Kathryn Stebner), Thomson Reuters/Aspatore, 2012.
  - “*The CACI Instruction on ‘Recklessness’ vs. The CACI Instruction on ‘Malice’ in Elder Abuse Cases – Are They Actually One in the Same?,*” Legal Network News, Spring 2006, Vol. 17, No. 1.
- 
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## **AWARDS**

- Lincoln Law School of San Jose’s Professor of the Year (2015, 2018, 2019)
  - 2015 Top Women Attorneys in Northern California – *San Francisco Magazine* (December 2015)
  - SCCTLA’s 2014 Trial Lawyer of the Year
  - CAOC’s 2014 Street Fighter of the Year (Winner)
  - CAOC’s 2019 Street Fighter of the Year (Nominee)
- 
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## **PROFESSIONAL QUALIFICATIONS AND AFFILIATIONS**

- Registered to practice before the U.S. Patent and Trademark Office (Reg. No.: 45,713)
- Admitted to practice in the United States District Court, Northern District of California
- Santa Clara County Trial Lawyers Association, Board of Governors (2010 – present)
- Santa Clara County Trial Lawyers Association, President (2012, 2013)
- Consumer Attorneys of California, Board of Governors (2014 – present)
- Consumer Attorneys of California, Women’s Caucus (2012 – present)
- Consumer Attorneys of California, Local TLA Presidents Council (2012, 2013)
- Professor of Legal Research & Writing at Lincoln Law School (2009-present)
- Professor of Torts at Lincoln Law School (2014-2015)
- American Bar Association; Santa Clara County Bar Association; American Association for Justice; American Chemical Society

# **EXHIBIT M**

1 Kathryn A. Stebner, State Bar No. 121088

**STEBNER AND ASSOCIATES**

2 870 Market Street, Suite 1212

3 San Francisco, CA 94102

Tel: (415) 362-9800

4 Fax: (415) 362-9801

5 Guy B. Wallace, State Bar No. 176151

**SCHNEIDER WALLACE COTTRELL KONECKY LLP**

6 2000 Powell Street, Suite 1400

7 Emeryville, CA 94608

Tel: (415) 421-7100

8 Fax: (415) 421-7105

[Additional counsel listed on service list]

9 Attorneys for Plaintiffs and the Settlement Class

10 **UNITED STATES DISTRICT COURT**

11 **NORTHERN DISTRICT OF CALIFORNIA - OAKLAND**

12 Kathi Troy, as Successor-in-Interest to  
13 the Estate of June Newirth; Barbara  
14 Feinberg; Elizabeth Barber, Andrew  
15 Bardin, and Thomas Bardin as  
16 successors-in-interest to the Estate of  
17 Margaret Pierce; and Carol Morrison,  
by and through her Attorney-in-Fact  
Stacy Van Vleck, on their own  
behalfes and on behalf of others  
similarly situated,

18 Plaintiffs,

19 vs.

20 Aegis Senior Communities, LLC, dba  
21 Aegis Living; and Does 1 Through  
22 100,

23 Defendants.

CASE NO. **4:16-cv-03991-JSW**

**CLASS ACTION**

**DECLARATION OF RICHARD M. PEARL  
IN SUPPORT OF PLAINTIFFS' MOTION  
FOR ATTORNEYS' FEES**

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**Date: August 20, 2021**  
**Time: 9:00 a.m.**  
**Place: Courtroom 5, 2nd Floor**  
**Judge: Hon. Jeffrey S. White**

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1 I, Richard M. Pearl, declare:

2 1. I am a member in good standing of the California State Bar. I am in  
3 private practice as the principal of my own law firm, the Law Offices of Richard M.  
4 Pearl, in Berkeley, California. I specialize in issues related to court-awarded  
5 attorneys' fees, including the representation of parties in fee litigation and appeals,  
6 serving as an expert witness, and serving as a mediator and arbitrator in disputes  
7 concerning attorneys' fees and related issues. In this case, I have been asked by  
8 Plaintiffs' attorneys ("Class Counsel") to render my opinion on the reasonableness  
9 of the hourly rates they are requesting in this matter.<sup>1</sup> I make this Declaration in  
10 Support of Plaintiffs' Motion for Award of Attorneys' Fees. The facts set forth  
11 herein are true of my own personal knowledge, and if called upon to testify thereto,  
12 I could and would competently do so under oath.

13 2. To form my opinion as to the reasonableness of the attorneys' fees  
14 Class Counsel request for their work in this case, I have reviewed materials that  
15 describe the history of this matter, the results achieved, the qualifications and  
16 experience of Plaintiffs' attorneys, the nature of the work required by this case, and  
17 the hourly rates requested. In particular, I have reviewed numerous documents from  
18 the case file, including the Preliminary Approval Motion and Order. I also have  
19 communicated about the facts of the case with Plaintiffs' attorneys Guy Wallace and  
20 George Kawamoto.

21

22

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24 <sup>1</sup> I have not been asked to express an opinion regarding the number of hours and the  
25 tasks performed that are a component of Plaintiffs' fee request because Class  
26 Counsel do not believe expert opinion on that issue is necessary. I agree, and the  
27 absence of any testimony from me on the reasonableness of the number of hours  
28 spent or the tasks performed does not in any way reflect a negative view of their  
reasonableness.

### **My Background and Experience**

1  
2 3. Briefly summarized, my background is as follows: I am a 1969  
3 graduate of Boalt Hall (now Berkeley) School of Law, University of California,  
4 Berkeley, California. I took the California Bar Examination in August 1969 and  
5 learned that I had passed it in November of that year, but because I was working as  
6 an attorney in Atlanta, Georgia for the Legal Aid Society of Atlanta (LASA), I was  
7 not admitted to the California Bar until January 1970. I worked for LASA until the  
8 summer of 1971, when I went to work in California's Central Valley for California  
9 Rural Legal Assistance, Inc. (CRLA), a statewide legal services program. From  
10 1977 to 1982, I was CRLA's Director of Litigation, supervising more than fifty  
11 attorneys. In 1982, I went into private practice, first in a small law firm, then as a  
12 sole practitioner. Martindale Hubbell rates my law firm "AV." I also have been  
13 selected as a Northern California "Super Lawyer" in Appellate Law for 2005, 2006,  
14 2007, 2008, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, and  
15 2020. A true and correct copy of my Resume is attached as Exhibit A.

16 4. Since 1982, the focus of my legal work has been in general civil  
17 litigation and appellate practice, with an emphasis on cases and appeals involving  
18 court-awarded attorneys' fees. I have lectured and written extensively on court-  
19 awarded attorneys' fees. I have been a member of the California State Bar's  
20 Attorneys' Fees Task Force and have testified before the State Bar Board of  
21 Governors and the California Legislature on attorneys' fee issues. I am the author of  
22 *California Attorney Fee Awards* (3d ed. Cal. CEB 2010) and its cumulative annual  
23 Supplements between 2011 and March 2021. I also was the author of *California*  
24 *Attorney Fee Awards*, 2d Ed. (Calif Cont. Ed. of Bar 1994), and its 1995 through  
25 2008 annual Supplements. Several courts have referred to this treatise as "[t]he  
26 leading California attorney fee treatise." *Calvo Fisher & Jacob LLP v. Lujan*, 234  
27 Cal. App. 4th 608, 621 (2015); *see also, e.g., Int'l Billing Servs., Inc. v. Emigh*, 84  
28 Cal. App. 4th 1175, 1193 (2000) ("the leading treatise"); *Stratton v. Beck*, 30 Cal.

1 App. 5th 901, 911 (2019) (“a leading treatise”); *Orozco v. WPV San Jose, LLC*, 36  
2 Cal. App. 5th 375, 409 (2019) (“a leading treatise on California attorney’s fees”). It  
3 also has been cited by the California Supreme Court and Court of Appeal on many  
4 occasions. *See, e.g., Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553, 576, 584  
5 (2004); *Lolley v. Campbell*, 28 Cal. 4th 367, 373 (2002); *In re Conservatorship of*  
6 *Whitley*, 50 Cal. 4th 1206, 1214–15, 1217 (2010); *Sonoma Land Trust v. Thompson*,  
7 \_\_Cal.App.5th \_\_, 2021 Cal.App.LEXIS 376 (2021); *Yost v. Forestiere*, 51 Cal. App.  
8 5th 509, 530 n. 8 (2020); ; *Highland Springs Conference & Training Ctr. v. City of*  
9 *Banning*, 42 Cal. App. 5th 416, 428 n. 11 (2019); *Orozco v. WPV San Jose, LLC*, 36  
10 Cal. App. 5th 375, 409 (2019); *Sweetwater Union High Sch. Dist. v. Julian Union*  
11 *Elementary Sch. Dist.*, 36 Cal. App. 5th 970, 988 (2019); *Hardie v. Nationstar*  
12 *Mortg. LLC*, 32 Cal. App. 5th 714, 720 (2019); *Syers Props III, Inc. v. Rankin*, 226  
13 Cal. App. 4th 691, 698, 700 (2014). California Superior Courts also cite the treatise  
14 with approval. *See, e.g., Davis v. St. Jude Hosp.*, No. 30201200602596CUOECX,  
15 2018 WL 7286170, at \*4 (Orange Cty. Super. Ct. Aug. 31, 2018); *Hartshorne v.*  
16 *Metlife, Inc.*, No. BC576608, 2017 WL 1836635, at \*10 (Los Angeles Super.  
17 Ct. May 02, 2017). Federal courts also have cited it. *See In re Hurtado*, Case No.  
18 09-16160-A-13, 2015 WL 6941127 (E.D. Cal. Nov. 6, 2015); *TruGreen Companies*  
19 *LLC v. Mower Brothers, Inc.*, 953 F. Supp. 2d 1223, 1236 nn.50, 51 (D. Utah  
20 2013). I also authored the 1984 through 1993 annual Supplements to the  
21 predecessor treatise, *CEB’s California Attorney’s Fees Award Practice*. In  
22 addition, I authored a federal manual on attorneys’ fees entitled “Attorneys’ Fees:  
23 A Legal Services Practice Manual,” published by the Legal Services Corporation.  
24 I also co-authored the chapter on “Attorney Fees” in Volume 2 of CEB's  
25 *Wrongful Employment Termination Practice*, 2d Ed. (1997).

26 5. More than 95% of my practice is devoted to issues involving court-  
27 awarded attorney’s fees. I have appeared as counsel in over 200 attorneys’ fee  
28



1 applications in state and federal courts, primarily representing other attorneys. I also  
2 have briefed and argued more than 40 appeals, at least 30 of which have involved  
3 attorneys' fees issues. I have successfully handled five cases in the California  
4 Supreme Court involving court-awarded attorneys' fees: (1) *Maria P. v. Riles*, 43  
5 Cal. 3d 1281 (1987), which upheld a C.C.P. section 1021.5 fee award based on a  
6 preliminary injunction obtained against the State Superintendent of Education,  
7 despite the fact that the case ultimately was dismissed under C.C.P. section 583;  
8 (2) *Delaney v. Baker*, 20 Cal. 4th 23 (1999), which held that heightened remedies,  
9 including attorneys' fees, are available in suits against nursing homes under  
10 California's Elder Abuse Act; (3) *Ketchum v. Moses*, 24 Cal. 4th 1122 (2001),  
11 which reaffirmed that contingent risk multipliers are an essential consideration  
12 under California attorney fee law (note that in *Ketchum*, I was primary appellate  
13 counsel in the Court of Appeal and "second chair" in the California Supreme Court);  
14 (4) *Flannery v. Prentice*, 26 Cal. 4th 572 (2001), which held that under California  
15 law, in the absence of an agreement to the contrary, statutory attorneys' fees belong  
16 to the attorney whose services they are based upon; and (5) *Graham v.*  
17 *DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), which held, *inter alia*, that the  
18 "catalyst" theory of fee recovery remained viable under California law and that  
19 lodestar multipliers could be applied to fee motion work. In that case, I represented  
20 trial counsel in both the Court of Appeal (twice) and California Supreme Court, as  
21 well as on remand in the trial court. I also represented and argued on behalf of  
22 *amicus curiae* in *Conservatorship of McQueen*, 59 Cal. 4th 602 (2014), which held  
23 that attorneys' fees incurred for appellate work were not "enforcement fees" subject  
24 to California's Enforcement of Judgments law; I presented the argument relied upon  
25 by the Court. Along with Richard Rothschild of the Western Center on Law and  
26 Poverty, I also prepared and filed an *amicus curiae* brief in *Vasquez v. State of*  
27 *California*, 45 Ca1. 4th 243 (2009). I also have handled numerous other appeals  
28

1 involving attorneys' fee issues, including: *Davis v. City & County of San Francisco*,  
2 976 F.2d 1536 (9th Cir. 1992); *Mangold v. CPUC*, 67 F.3d 1470 (9th Cir. 1995);  
3 *Velez v. Wynne*, 2007 U.S. App. LEXIS 2194 (9th Cir. 2007); *Camacho v.*  
4 *Bridgeport Financial, Inc.*, 523 F.3d 973 (9th Cir. 2008); *Orr v. Brame*, 793 F.  
5 Appx. 485(9th Cir. 2019); *Center for Biological Diversity v. County of San*  
6 *Bernardino*, 185 Cal.App.4th 866 (2010); *Environmental Protection Information*  
7 *Center v. California Dept. of Forestry & Fire Protection et al*, 190 Cal.App.4th  
8 217 (2010); *Heron Bay Home Owners Association v. City of San Leandro*, 19 Cal.  
9 App. 5th 376 (2018); and *Robles v. Emp. Dev. Dept.*, 38 Cal.App.5th 191 (2019).

10 An expanded list of reported decisions in cases I have handled is set out in  
11 Exhibit A at pages 4-8.

12 6. I have been retained by various governmental entities, including the  
13 California Attorney General's office, at my then current rates to consult with them  
14 and serve as their expert regarding their affirmative attorney fee claims. *See, e.g., In*  
15 *re Tobacco Cases I*, 216 Cal. App. 4th 570, 584 (2013); *Dep. of Fair Employ. and*  
16 *Hous. v. Law Sch. Admission Council, Inc.*, 2018 WL 5791869 (N.D. Cal. No. 12-  
17 cv-08130, filed Nov. 5, 2018).

18 7. I am frequently called upon to opine about the reasonableness of  
19 attorneys' fees, and numerous federal and state courts have relied on my testimony  
20 on those issues. For example, in *Human Rights Defense Center v. County of Napa*,  
21 20-cv-01296-JCS, Doc. 50 (March 28, 2021), "the Court place[d] significant weight  
22 on the opinion of Mr. Pearl that the rates charged by all of the timekeepers listed  
23 above are reasonable and in line with the rates charged by law firms that engage in  
24 federal civil litigation in the San Francisco Bay Area. Mr. Pearl has extensive  
25 experience in the area of attorney billing rates in this district and has been widely  
26 relied upon by both federal and state courts in Northern California [] in determining  
27 reasonable billing rates." *Id.* at 18–19.

28

1           8.     The following reported federal decisions also have referenced my  
2 testimony favorably:

- 3           • *Antoninetti v. Chipotle Mexican Grill, Inc.*, No. 08-55867 (9th Cir.  
4           2012), Order filed Dec. 26, 2012, at 6;
- 5           • *Prison Legal News v. Schwarzenegger*, 608 F.3d 446, 455 (9th Cir.  
6           2010) (the expert declaration referred to is mine);
- 7           • *Independent Living Center of S. Cal. v. Kent*, 2020 U.S.Dist.LEXIS  
8           13019 (C.D. Cal. 2020);
- 9           • *Ridgeway v. Wal-Mart Stores, Inc.*, 269 F. Supp. 3d 975 (N.D. Cal.  
10          2017), *aff'd* 269 F.3d 1066 (9th Cir. 2020);
- 11          • *Beaver v. Tarsadia Hotels*, 2017 U.S.Dist.LEXIS 160214 (S.D. Cal.  
12          2017);
- 13          • *Notter v. City of Pleasant Hill*, 2017 U.S.Dist.LEXIS 197404, 2017  
14          WL 5972698 (N.D. Cal. 2017);
- 15          • *Villalpondo v. Exel Direct, Inc.*, 2016 WL 1598663 (N.D. Cal. 2016);
- 16          • *State Compensation Insurance Fund v. Khan et al*, Case No. SACV  
17          12-01072- CJC(JCGx) (C.D. Cal.), Order Granting in Part and  
18          Denying in Part the Zaks Defendants' Motion for Attorneys' Fees,  
19          filed July 6, 2016 (Dkt. No. 408);
- 20          • *In re Cathode Ray Tube Antitrust Litig.*, Master File No. 3:07-cv-  
21          5944 JST, MDL No. 1917 (N.D. Cal. 2016) 2016 U.S. Dist. LEXIS  
22          24951 (Report And Recommendation Of Special Master Re Motions  
23          (1) To Approve Indirect Purchaser Plaintiffs' Settlements With the  
24          Phillips, Panasonic, Hitachi, Toshiba, Samsung SDI, Technicolor,  
25          And Technologies Displays Americas Defendants, and (2) For  
26          Award Of Attorneys' Fees, Reimbursement Of Litigation Expenses,  
27          And Incentive Awards To Class Representative), Dkt. 4351, dated  
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- January 28, 2016, *adopted in relevant part*, 2016 U.S. Dist. LEXIS 88665;
- *Gutierrez v. Wells Fargo Bank*, 2015 U.S. Dist. LEXIS 67298 (N.D. Cal. 2015);
  - *Holman v. Experian Information Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014);
  - *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI, MDL No. 1827 (N.D. Cal.), Report and Recommendation of Special Master Re Motions for Attorneys' Fees And Other Amounts By Indirect-Purchaser Class Plaintiffs And State Attorneys General, Dkt. 7127, filed Nov. 9, 2012, *adopted in relevant part*, 2013 U.S. Dist. LEXIS 49885 (N.D. Cal. 2013) ("*TFT-LCD (Flat Panel) Report & Recommendation*");
  - *Walsh v. Kindred Healthcare*, 2013 U.S. Dist. LEXIS 176319 (N.D. Cal. 2013);
  - *A.D. v. California Highway Patrol*, 2009 U.S. Dist. LEXIS 110743, at \*4 (N.D. Cal. 2009), *rev'd on other grounds*, 712 F.3d 446 (9th Cir. 2013), *reaffirmed and additional fees awarded on remand*, 2013 U.S. Dist. LEXIS 169275 (N.D. Cal. 2013);
  - *Hajro v. United States Citizenship & Immigration Service*, 900 F. Supp. 2d 1034, 1054 (N.D. Cal 2012);
  - *Rosenfeld v. United States Dep't of Justice*, 904 F. Supp. 2d 988, 1002 (N.D. Cal. 2012);
  - *Stonebrae, L.P. v. Toll Bros., Inc.*, 2011 U.S. Dist. LEXIS 39832, at \*9 (N.D. Cal. 2011) (*thorough discussion*), *aff'd* 2013 U.S. App. LEXIS 6369 (9th Cir. 2013);

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- *Armstrong v. Brown*, 2011 U.S. Dist. LEXIS 87428 (N.D. Cal. 2011);
- *Lira v. Cate*, 2010 WL 727979 (N.D. Cal. 2010);
- *Californians for Disability Rights, Inc. v. California Dep't of Transportation*, 2010 U.S. Dist. LEXIS 141030 (N.D. Cal. 2010);
- *Nat'l Federation of the Blind v. Target Corp.*, 2009 U.S. Dist. LEXIS 67139 (N.D. Cal. 2009);
- *Prison Legal News v. Schwarzenegger*, 561 F.Supp.2d 1095 (N.D. Cal. 2008) (an earlier motion);
- *Bancroft v. Trizechahn Corp.*, No. CV 02-2373 SVW (FMOx), Order Granting Plaintiffs Reasonable Attorneys' Fees and Costs In the Amount of \$168,886.76, Dkt. 278 (C.D. Cal. Aug. 14, 2006);
- *Willoughby v. DT Credit Corp.*, No. CV 05-05907 MMM (CWx), Order Awarding Attorneys' Fees After Remand, Dkt. 65 (C.D. Cal. July 17, 2006);
- *Oberfelder v. City of Petaluma*, 2002 U.S. Dist. LEXIS 8635 (N.D. Cal. 2002), aff'd 2003 U.S. App. LEXIS 11371 (9th Cir. 2003);

9. The following California appellate and reported trial court cases also have referenced my testimony favorably:

- *Kerkeles v. City of San Jose*, 243 Cal.App.4th 88 (2015);
- *Sonoma Land Trust v. Thompson*, Cal.App.5<sup>th</sup> 978, 986 (2021);
- *Habitat and Watershed Caretakers v. City of Santa Cruz*, 2015 Cal. App. Unpub. LEXIS 7156 (2015);
- *Laffitte v. Robert Half Int'l Inc.*, 231 Cal.App.4th 860 (2014), aff'd (2016) 1 Cal.5th 480;
- *In re Tobacco Cases I*, 216 Cal.App.4th 570 (2013);

- 1 • *Heritage Pacific Financial, LLC v. Monroy*, 215 Cal.App.4th 972
- 2 (2013);
- 3 • *Wilkinson v. South City Ford*, 2010 Cal. App. Unpub. LEXIS 8680
- 4 (2010);
- 5 • *Children's Hospital & Medical Center v. Bonta*, 97 Cal.App.4th 740
- 6 (2002);
- 7 • *Church of Scientology v. Wollersheim*, 42 Cal.App.4th 628 (1996);
- 8 • *Kaku v. City of Santa Clara*, No. 17CV319862, 2019 WL 331053, at
- 9 \*3 (Santa Clara Cty. Super. Ct. Jan. 22, 2019), *aff'd* 59 Cal. App. 5th
- 10 385, 431 (2020);
- 11 • *Davis v. St. Jude Hosp.*, No. 30201200602596CUOECX, 2018 WL
- 12 7286170, at \*4 (Orange Cty. Super. Ct. Aug. 31, 2018);
- 13 • *Hartshorne v. Metlife, Inc.*, No. BC576608, 2017 WL 1836635, at
- 14 \*10 (Los Angeles Super. Ct. May 2, 2017).<sup>2</sup>

15 **Counsel's Requested Hourly Rates Are Reasonable.**

16 10. In my opinion, the hourly rates requested by Class Counsel in this  
17 matter are well in line with the non-contingent market rates charged by San  
18 Francisco Bay Area attorneys of reasonably comparable experience, skill, and  
19 expertise for reasonably comparable services. *See Blum v. Stenson*, 465 U.S. 886,  
20 895 n. 11 (1984). The bases for my opinion are set out below.

21 11. Through my writing and practice, I have become very familiar with the  
22 attorneys' fees charged by attorneys in California and elsewhere. I have obtained  
23 this familiarity in several ways: (1) by representing litigants and/or their attorneys in  
24 attorneys' fee litigation; (2) by serving as a consultant and/or expert in numerous fee  
25 matters; (3) by discussing fees with other attorneys; (4) by reviewing declarations

26 \_\_\_\_\_  
27 <sup>2</sup> Many other trial courts also have relied on my testimony in unreported fee awards.

1 regarding prevailing market rates and other factors filed in numerous attorneys' fees  
2 cases; and (5) by reviewing attorneys' fee applications and awards in other cases, as  
3 well as surveys and articles on attorneys' fees in legal publications and treatises.

4 12. In this case, I have become familiar with the nature of this case, its  
5 results, and the backgrounds and experience of Class Counsel and other  
6 timekeepers. As noted, I have communicated about the case with Mr. Wallace and  
7 Mr. Kawamoto. In addition, over the past several years, I have become familiar  
8 with the work of many Class Counsel, including Guy Wallace and other Schneider  
9 Wallace attorneys, Tim Needham, Kathryn Stebner, Michael Thamer, Chris Healey,  
10 and the Arns Firm. From that experience, I know first-hand that they are top-rate  
11 lawyers with well deserved reputations for excellence and for getting outstanding  
12 results for their clients, including in this case. As such, in the legal marketplace,  
13 their hourly rates would and should be at the higher end of any applicable range of  
14 rates for comparable services.

15 13. I have been made aware of the current hourly rates that Class Counsel  
16 request, which are summarized in Exhibit B. In my opinion, the rates that Class  
17 Counsel request are well in line with the rates charged by comparably qualified  
18 attorneys for comparable services, i.e., hard-fought, complex, novel, and highly  
19 successful litigation. The following data supports my opinion:

20 **Many Courts Have Found Class Counsel's Hourly Rates**  
21 **Reasonable**

22 14. Initially, my opinion that counsel's hourly rates are reasonable is based  
23 on the fact that, as described in Class Counsel's declarations, those rates have been  
24 found reasonable by many other courts, including several California federal courts.  
25 These findings are highly probative of their reasonableness here. See, e.g., *Hiken v*  
26 *Department of Defense*, 836 F.3d 1037, 1044 (9th Cir. 2016).

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**Rates Found Reasonable in Other Cases**

15. My opinion also is based on the numerous findings of reasonable hourly rates made by San Francisco Bay Area courts. See, e.g., *Hiken, supra*, 836 F.3d at 1044. Those findings are set forth in Exhibit C. For example, in *Planned Parenthood Fed’n of Am., Inc. v. Ctr. for Med. Progress*, No. 16-CV-00236-WHO, 2020 WL 7626410 (N.D. Cal. Dec. 22, 2020), a RICO action challenging the defendants’ invasive tactics, the court found that Plaintiffs’ counsel’s 2020 hourly rates were “reasonable given the scope and complexity of this case, as well as in light of rates approved in this District for partners, associates, and paralegals for similarly experienced counsel and staff at similar firms.” *Id.* at \*3, \*3 n.4. Those rates included a \$1,150 rate for a 1993 Bar Admittee, \$925 per hour for a 2002 Admittee, \$815-\$910 per hour for Senior Associates, \$675 for a 2018 Associate, and \$390-\$405 for paralegals.

16. Similarly, in *Schneider v. Chipotle Mexican Grill*, 336 F.R.D. 588, 601 (N.D. Cal. 2020), a consumer class action, the court found that counsel for the putative class’s 2020 hourly rates were “on the high end, although in line with prevailing rates in this district for personnel of comparable experience, skill, and reputation.” Those rates included \$1,275 per hour for 1987 and 1993 Bar Admittees, \$995 per hour for a 1997 Admittee, and \$695 for a 2011 Admittee.

**Hourly Rates Charged by Other Law Firms**

17. Class Counsel’s rates also are in line with the standard hourly non-contingent rates charged by Bay Area law firms that regularly engage in civil litigation of comparable complexity. A chart showing the hourly rates charged by numerous Bay Area law firms, as stated in court filings, depositions, surveys, or other reliable sources, is attached hereto as Exhibit D. The rates requested here are in line with those rates.



### Rate Information from Recent Filings

1  
2 18. Recent local filings also confirm that counsel's requested rates are  
3 reasonable. See, e.g., *In re PG&E Corporation and Pacific Gas and Electric Co.*,  
4 Debtors, U.S Bankruptcy Court, N.D. Cal., S.F. Div., Bankruptcy Case No. 19-  
5 30088 (DM), Summary Sheet to Third Interim Application of Simpson Thacher &  
6 Bartlett LLP for Allowance and Payment of Compensation and Reimbursement  
7 Expenses for the Period of September 1, 2019 Through December 31, 2019,  
8 attached hereto as Exhibit E. Exhibit E shows that the hourly rates charged by and  
9 paid to attorneys representing PGE in the PGE Bankruptcy proceedings for the  
10 period from September-December 2019 were generally *50% higher* than the rates  
11 requested here.<sup>3</sup> For example:

- 12 • In PG&E, a 1985 Bar admittee was billed at a 2019 rate of \$1,640 per  
13 hour; Plaintiffs here are requesting a 2021 rate of \$1,005 per hour for  
14 the work of Mr. Wallace's, a 1993 admittee;
- 15 • In PG&E, a 2003 Bar admittee was billed at \$1,190 per hour in 2019;  
16 Plaintiffs here request a 2021 rate of \$650 per hour for the work of  
17 Kelly Stebner, a 2007 admittee;

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18 <sup>3</sup> Bankruptcy rates are relevant here because the federal bankruptcy rules require  
19 that firms attest that the rates they are requesting do not exceed their rates for other  
20 types of work. See, e.g., Guidelines for Compensation and Expense Reimbursement  
21 of Professionals and Trustees for the Northern District of California (Feb. 19, 2014)  
22 [https://www.canb.uscourts.gov/procedure/guidelines-compensation-and-expense-](https://www.canb.uscourts.gov/procedure/guidelines-compensation-and-expense-reimbursement-professional-and-trustees)  
23 [reimbursement-professional-and-trustees](https://www.canb.uscourts.gov/procedure/guidelines-compensation-and-expense-reimbursement-professional-and-trustees), at § 8 (requiring certification that, among  
24 other things, “the compensation and expense reimbursement requested are billed at  
25 rates, in accordance with practices, no less favorable than those customarily  
26 employed by the applicant and generally accepted by the applicant's clients”);  
27 Guidelines for Reviewing Applications for Compensation and Reimbursement of  
28 Expenses Filed Under United States Code by Attorneys in Larger Chapter 11 Cases  
(Jun. 17, 2013)  
[https://www.justice.gov/sites/default/files/ust/legacy/2013/06/28/Fee\\_Guidelines.pdf](https://www.justice.gov/sites/default/files/ust/legacy/2013/06/28/Fee_Guidelines.pdf),  
78 Fed. Reg. 36248, 36250 (“The United States Trustee will ordinarily object to  
fees that are above the market rate for comparable services.”).

- In PG&E, a 2015 Bar admittee was billed at \$995 per hour in 2019; Plaintiffs here request a 2021 rate of \$450 per hour for Alisha Lapkewych, also a 2015 Bar admittee.

**Rate Information from Surveys and Articles**

19. Class Counsel’s rates also are consistent with the range of rates described in respected surveys of law firms’ billing rates:

- The 2018 Peer Monitor Public Rates survey (Exhibit F) shows that Class Counsel’s rates here are well within the range of hourly rates billed by other top-flight Northern California law firms.
- The 2018 Real Rate Report survey compiled by Wolters Kluwer surveys the hourly rates charged in the Third Quarter of 2018 by hundreds of San Francisco area attorneys. The “High Level Data Cuts” section at pages 30, 34 and 38 of the Report, attached hereto as Exhibit G, supports counsel’s requested rates. Specifically, page 30 describes the Third Quarter 2018 rates charged by 202 San Francisco partners and 203 associates who practiced “Litigation.” For that category, the Third Quartile 2018 litigation rate was **\$ 838** per hour for partners and \$550 for associates. Page 34 describes the Third Quarter 2018 rates charged by 213 San Francisco partners with 21 or more years of experience. For that category, the Third Quartile 2018 partner rate was **\$902** per hour. For partners with less than 21 years of experience, it was \$881 per hour. For associates, page 38 shows that the Third Quartile rate was **\$641** for associates with 7 or more years, **\$537** for those with 3-6 years, and **\$451** for those with fewer than 3 years. In my experience, since the Third Quarter of 2018, most San Francisco Area firms have raised their rates by at least 15-20%. Given counsel’s

1 expertise and experience, the high-caliber work performed, and the  
2 excellent results obtained here, in my opinion Class Counsel's rates  
3 would be well above the Third Quartile.

- 4 • The rates of three major law firms -- Kirkland & Ellis, Weil Gotshal,  
5 and Akin Gump -- are set out in *Will Billing Rates for Elite Lawyers*  
6 *Rise in 2020?*, an article by Samantha Stokes that appeared in the July  
7 30, 2020 edition of the Recorder (attached as Exhibit H). Citing the  
8 applicable bankruptcy court fee applications, the range of partner rates  
9 was \$1,025 to \$1,795 at Kirkland, \$1,100 to \$1,695 at Weil, and up to  
10 \$1,755 at Akin Gump. Associate rates were up to \$1,165 at Kirkland,  
11 \$595 to \$1,050 at Weil, and up to \$975 at Akin Gump. The article also  
12 predicted 2020 rates for Kirkland rising to \$1,895 for partners, \$1,795  
13 at Weil, and \$1,815 at Akin. Class Counsel's rates here are well within  
14 these ranges.
- 15 • The reasonableness of counsel's associates' rates is further evidenced  
16 by an article which appeared in *The American Lawyer* on May 22,  
17 2020, entitled "Associate Hourly Billing Rates Surge Past \$1K as  
18 Firms Snap Up Bankruptcy Work." See  
19 [https://law.com/americanlawyer/2020/05/22/associate-billing-rates-](https://law.com/americanlawyer/2020/05/22/associate-billing-rates-surpass-1k-as-firms-snap-up-bankruptcy-work/)  
20 [surpass-1k-as-firms-snap-up-bankruptcy-work/](https://law.com/americanlawyer/2020/05/22/associate-billing-rates-surpass-1k-as-firms-snap-up-bankruptcy-work/). That article documents  
21 that in recent filings, law firms were billing *associates'* work at from  
22 \$595 to \$1,050 per hour. The corresponding rates being requested for  
23 associate work here are far less than those rates.

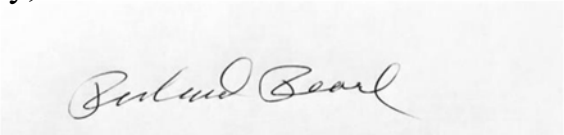
24 20. The foregoing data supports my opinion that Class Counsel's hourly  
25 rates for their work in this litigation are well in line with the range of rates charged  
26 by and awarded to comparably qualified attorneys and professional staff in this legal  
27 community for similar services.

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I declare under penalty of perjury under the laws of the United States that the foregoing facts are true and correct.

Executed on June 10, 2021 at Berkeley, California.



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Richard M. Pearl

# EXHIBIT

## A

## **RESUME OF RICHARD M. PEARL**

**RICHARD M. PEARL**  
**LAW OFFICES OF RICHARD M. PEARL**  
1816 Fifth Street  
Berkeley, CA 94710  
(510) 649-0810  
(510) 548-3143 (facsimile)  
rpearl@interx.net (e-mail)

### **EDUCATION**

University of California, Berkeley, B.A., Economics (June 1966)  
Berkeley School of Law (formerly Boalt Hall), Berkeley, J.D. (June 1969)

### **BAR MEMBERSHIP**

Member, State Bar of California (admitted February 1970)  
Member, State Bar of Georgia (admitted June 1970) (inactive)  
Admitted to practice before all California State Courts; the United States Supreme Court; the United States Court of Appeals for the District of Columbia and Ninth Circuits; the United States District Courts for the Northern, Central, Eastern, and Southern Districts of California, for the District of Arizona, and for the Northern District of Georgia; and the Georgia Civil and Superior Courts and Court of Appeals.

### **EMPLOYMENT**

LAW OFFICES OF RICHARD M. PEARL (April 1987 to Present): Civil litigation practice (AV rating), with emphasis on court-awarded attorney's fees, class actions, and appellate practice. Selected Northern California "Super Lawyer" in Appellate Law for 2005, 2006, 2007, 2008, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019 and 2020.

QUALIFIED APPELLATE MEDIATOR, APPELLATE MEDIATION PROGRAM, California Court of Appeal, First Appellate District (October 2000 to 2013) (program terminated).

ADJUNCT PROFESSOR, HASTINGS COLLEGE OF THE LAW (January 1988 to 2014):  
Taught *Public Interest Law Practice*, a 2-unit course that focused on the history, strategies, and issues involved in the practice of public interest law.

PEARL, McNEILL & GILLESPIE, Partner (May 1982 to March 1987): General civil litigation practice, as described above.

CALIFORNIA RURAL LEGAL ASSISTANCE, INC. (July 1971 to September 1983) (part-time May 1982 to September 1983):

Director of Litigation (July 1977 to July 1982)

Responsibilities: Oversaw and supervised litigation of more than 50 attorneys in CRLA's 15 field offices; administered and supervised staff of 4-6 Regional Counsel; promulgated litigation policies and procedures for program; participated in complex civil litigation.

Regional Counsel (July 1982 to September 1983 part-time)

Responsibilities: Served as co-counsel to CRLA field attorneys on complex projects; provided technical assistance and training to CRLA field offices; oversaw CRLA attorney's fee cases; served as counsel on major litigation.

Directing Attorney, Cooperative Legal Services Center (February 1974 to July 1977) (Staff Attorney February 1974 to October 1975)

Responsibilities: Served as co-counsel on major litigation with legal services attorneys in small legal services offices throughout California; supervised and administered staff of four senior legal services attorneys and support staff.

Directing Attorney, CRLA McFarland Office (July 1971 to February 1974) (Staff Attorney July 1971 to February 1972)

Responsibilities: Provided legal representation to low income persons and groups in Kern, King, and Tulare Counties; supervised all litigation and administered staff of ten.

HASTINGS COLLEGE OF THE LAW, Instructor, Legal Writing and Research Program (August 1974 to June 1978)

Responsibilities: Instructed 20 to 25 first year students in legal writing and research.

CALIFORNIA AGRICULTURAL LABOR RELATIONS BOARD, Staff Attorney, General Counsel's Office (November 1975 to January 1976, while on leave from CRLA)

Responsibilities: Prosecuted unfair labor practice charges before Administrative Law Judges and the A.L.R.B. and represented the A.L.R.B. in state court proceedings.

ATLANTA LEGAL AID SOCIETY, Staff Attorney (October 1969 to June 1971)

Responsibilities: Represented low-income persons and groups as part of 36-lawyer legal services program located in Atlanta, Georgia.

## PUBLICATIONS

Pearl, *California Attorney Fee Awards, Third Edition* (Cal. Cont. Ed. Bar 2010) and February 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, and March 2020 Supplements

Pearl, *California Attorney Fee Awards, Second Edition* (Cal. Cont. Ed. Bar 1994), and 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, and 2008 Supplements

*Graham v. DaimlerChrysler Corp.* and *Tipton-Whittingham v. City of Los Angeles*, Civil Litigation Reporter (Cal. Cont. Ed. Bar Feb. 2005)

*Current Issues in Attorneys' Fee Litigation*, California Labor and Employment Law Quarterly (September 2002 and November 2002)

*Flannery v. Prentice: Shifting Attitudes Toward Fee Agreements and Fee-Shifting Statutes*, Civil Litigation Reporter (Cal. Cont. Ed. Bar Nov. 2001)

*A Practical Introduction to Attorney's Fees*, Environmental Law News (Summer 1995)

Wrongful Employment Termination Practice, Second Edition (Cal. Cont. Ed. Bar 1997) (co-authored chapter on "Attorney Fees")

California Attorney's Fees Award Practice (Cal. Cont. Ed. Bar 1982) (edited), and 1984 through 1993 Supplements

Program materials on attorney fees, prepared as panelist for CEB program on Attorneys' Fees: Practical and Ethical Considerations in Determining, Billing, and Collecting (October 1992)

Program materials on Attorney's Fees in Administrative Proceedings: California Continuing Education of the Bar, prepared as panelist for CEB program on Effective Representation Before California Administrative Agencies (October 1986)

Program materials on Attorney's Fees in Administrative Proceedings: California Continuing Education of the Bar, prepared as panelist for CEB program on Attorneys' Fees: Practical and Ethical Considerations (March 1984)

*Settlers Beware/The Dangers of Negotiating Statutory Fee Cases* (September 1985) Los Angeles Lawyer

Program Materials on Remedies Training (Class Actions), sponsored by Legal Services Section, California State Bar, San Francisco (May 1983)

Attorneys' Fees: A Legal Services Practice Manual (Legal Services Corporation 1981)



## **PUBLIC SERVICE**

Member, Attorneys' Fee Task Force, California State Bar

Member, Board of Directors, California Rural Legal Assistance Foundation

## **REPRESENTATIVE CASES**

*ACLU of N. Cal. v. DEA*

(N.D. Cal. 2012) 2012 U.S. Dist. LEXIS 190389

*Alcoser v. Thomas*

(2011) 2011 Cal. App. Unpub. LEXIS 1180

*Arias v. Raimondo*

(2018) 2018 U.S. App. LEXIS 7484

*Boren v. California Department of Employment*

(1976) 59 Cal. App. 3d 250

*Cabrera v. Martin*

(9th Cir. 1992) 973 F.2d 735

*Camacho v. Bridgeport Financial, Inc.*

(9<sup>th</sup> Cir. 2008) 523 F.3d 973

*Campos v. E.D.D.*

(1982) 132 Cal. App. 3d 961

*Center for Biological Diversity v. County of San Bernardino*

(2010) 185 Cal. App. 4th 866

*Children & Families Commission of Fresno v. Brown*

(2014) 228 Cal. App. 4<sup>th</sup> 45

*Committee to Defend Reproductive Rights v. A Free Pregnancy Center*

(1991) 229 Cal. App. 3d 633

*David C. v. Leavitt*

(D. Utah 1995) 900 F. Supp. 1547

*Delaney v. Baker*

(1999) 10 Cal. 4th 23

**REPRESENTATIVE CASES (cont.)**

*Dixon v. City of Oakland*

(2014) 2014 U.S. Dist. LEXIS 169688

*Employment Development Dept. v. Superior Court (Boren)*

(1981) 30 Cal.3d 256

*Environmental Protection Info. Ctr. v Department of Forestry & Fire Protection*

(2010) 190 Cal.App.4th 217

*Environmental Protection Information Center, Inc. v. Pacific Lumber Co.*

(N.D. Cal. 2002) 229 F. Supp.2d 993, *aff'd* (9<sup>th</sup> Cir. 2004) 103 Fed. Appx. 627

*Flannery v Prentice*

(2001) 26 Cal. 4th 572

*Guerrero v. Cal. Dept. of Corrections etc.*

(2016) 2016 U.S. Dist. LEXIS 78796, *aff'd in relevant part*, (9<sup>th</sup> Cir. 2017) 701 Fed.Appx. 613

*Graham v. DaimlerChrysler Corp.*

(2004) 34 Cal. 4<sup>th</sup> 553

*Heron Bay Home Owners Assn. v. City of San Leandro*

(2018) 19 Cal.App.5<sup>th</sup> 376

*Horsford v. Board of Trustees of Univ. of Calif.*

(2005) 132 Cal.App.4th 359

*Ketchum v. Moses*

(2001) 24 Cal.4th 1122

*Kievlan v. Dahlberg Electronics*

(1978) 78 Cal.App.3d 951, *cert. denied* (1979)  
440 U.S. 951

*Lealao v. Beneficial California, Inc.*

(2000) 82 Cal.App.4th 19

*Lewis v. California Unemployment Insurance Appeals Board*

(1976) 56 Cal.App.3d 729

**REPRESENTATIVE CASES (cont.)**

*Local 3-98 etc. v. Donovan*

(N.D. Cal. 1984) 580 F.Supp. 714,  
*aff'd* (9th Cir. 1986) 792 F.2d 762

*Mangold v. California Public Utilities Commission*

(9th Cir. 1995) 67 F.3d 1470

*Maria P. v. Riles*

(1987) 43 Cal.3d 1281

*Martinez v. Dunlop*

(N.D. Cal. 1976) 411 F.Supp. 5,  
*aff'd* (9th Cir. 1977) 573 F.2d 555

*McQueen, Conservatorship of*

(2014) 59 Cal.4<sup>th</sup> 602 (argued for *amici curiae*)

*McSomebodies v. Burlingame Elementary School Dist.*

(9th Cir. 1990) 897 F.2d 974

*McSomebodies v. San Mateo City School Dist.*

(9th Cir. 1990) 897 F.2d 975

*Molina v. Lexmark International*

(2013) 2013 Cal.App. Unpub. LEXIS 6684

*Moore v. Bank of America*

(9<sup>th</sup> Cir. 2007) 2007 U.S. App. LEXIS 19597

*Moore v. Bank of America*

(S.D. Cal. 2008) 2008 U.S. Dist. LEXIS 904

*Mora v. Chem-Tronics, Inc.*

(S.D. Cal. 1999) 1999 U.S. Dist. LEXIS 10752,  
5 Wage & Hour Cas. 2d (BNA) 1122

*Nadaf-Rahrov v. Nieman Marcus Group*

(2014) 2014 Cal.App. Unpub. LEXIS 6975

*Orr v. Brame*

(9<sup>th</sup> Cir. 2018) 727 Fed.Appx. 265, 2018 U.S.App.LEXIS 6094

**REPRESENTATIVE CASES (cont.)**

*Orr v. Brame*

(9<sup>th</sup> Cir. 2019) 793 Fed.Appx. 485

*Pena v. Superior Court of Kern County*

(1975) 50 Cal.App.3d 694

*Ponce v. Tulare County Housing Authority*

(E.D. Cal 1975) 389 F.Supp. 635

*Ramirez v. Runyon*

(N.D. Cal. 1999) 1999 U.S. Dist. LEXIS 20544

*Ridgeway v. Wal-Mart Stores, Inc.*, 269 F. Supp. 3d 975 (N.D. Cal. 2017), *aff'd on merits (fees not appealed)* 269 F.3d 1066 (9<sup>th</sup> Cir. 2020)

*Robles v. Employment Dev. Dept.*

(2019) 38 Cal.App.5<sup>th</sup> 191

*Rubio v. Superior Court*

(1979) 24 Cal.3d 93 (amicus)

*Ruelas v. Harper*

(2015) 2015 Cal.App. Unpub.LEXIS 7922

*Sokolow v. County of San Mateo*

(1989) 213 Cal. App. 3d. 231

*S.P. Growers v. Rodriguez*

(1976) 17 Cal.3d 719 (amicus)

*Swan v. Tesconi*

(2015) 2015 Cal.App. Unpub. LEXIS 3891

*Tongol v. Usery*

(9<sup>th</sup> Cir. 1979) 601 F.2d 1091,  
*on remand* (N.D. Cal. 1983) 575 F.Supp. 409,  
*revs'd* (9<sup>th</sup> Cir. 1985) 762 F.2d 727

*Tripp v. Swoap*

(1976) 17 Cal.3d 671 (amicus)

**REPRESENTATIVE CASES (cont.)**

*United States (Davis) v. City and County of San Francisco*  
(N.D. Cal. 1990) 748 F.Supp. 1416, *aff'd in part*  
*and revs'd in part sub nom Davis v. City and County*  
*of San Francisco* (9<sup>th</sup> Cir. 1992) 976 F.2d 1536,  
*modified on rehearing* (9<sup>th</sup> Cir. 1993) 984 F.2d 345

*United States v. City of San Diego*  
(S.D.Cal. 1998) 18 F.Supp.2d 1090

*Vasquez v. State of California*  
(2008) 45 Cal.4th 243 (*amicus*)

*Velez v. Wynne*  
(9<sup>th</sup> Cir. 2007) 2007 U.S. App. LEXIS 2194

# EXHIBIT B

## Stebner and Associates

Attorney	Law School Grad. Date	2021 Hourly Rate
Kathryn Stebner	1985	\$850
Sarah Colby	1997	\$840
Brian Umpierre	1998	\$650
Kelly Knapp	2007	\$650
George Kawamoto	2011	\$550

## Dentons US LLP

Attorney	Law School Grad. Date	2021 Hourly Rate
Chris Healey	1982	\$895
Charles Bird	1973	\$745
Robert Cocchia	1994	\$740
Alisha Lapkewych	2015	\$450
Anastasiya Menshikova	2016	\$415
Charles Hayes	2016	\$380

## Law Offices of Michael D. Thamer

Attorney	Law School Grad. Date	2021 Hourly Rate
Michael D. Thamer	1981	\$895

## Janssen Malloy LLP

Attorney	Law School Grad. Date	2021 Hourly Rate
W. Timothy Needham	1980	\$895
Amelia Burroughs	2002	\$700
Megan Yarnall	2010	\$550

## Schneider Wallace Cottrell Konecky LLP

Attorney	Law School Grad. Date	2021 Hourly Rate
Guy B. Wallace	1993	\$1005
Mark Johnson	1977	\$925
Sarah Colby	1997	\$840

Travis Close	2015	\$690
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## Marks Balette Giessel &amp; Young

Attorney	Law School Grad. Date	2021 Hourly Rate
David T. Marks	1977	\$950

## The Arns Law Firm

Attorney	Law School Grad. Date	2021 Hourly Rate
Robert S. Arns	1975	\$950
Robert Foss	2010	\$575
Julie Erickson	2013	\$525

## Zwerling, Schachter &amp; Zwerling, LLP

Attorney	Law School Grad. Date	2021 Hourly Rate
Dan Drachler	1988	\$875
Henry Avery	2018	\$395
Sona R. Shah	1997	\$725
Ryan Weller	2020	\$350
Hillary Sobel	1989	\$775
Robert S. Schachter	1972	\$950
Jeffrey C. Zwerling	1972	\$950

## Ember Law PLLC

Attorney	Law School Grad. Date	2021 Hourly Rate
Leah Snyder	2011	\$550

## Needham Kepner &amp; Fish

Attorney	Law School Grad. Date	2021 Hourly Rate
Kirsten Fish	2001	\$700



# EXHIBIT C

**Exhibit C**Rates Approved by Bay Area Courts

In *Human Rights Defense Center v. County of Napa*, a prisoner rights action, the court found that Plaintiffs’ counsel’s 2020 hourly rates were reasonable, “plac[ing] significant weight on the opinion of Mr. Pearl . . . [who] has extensive experience in the area of attorney billing rates in this district and has been widely relied upon by both federal and state courts in Northern California (including the undersigned) in determining reasonable billing rates.” Order Granting In Part And Denying In Part Motion For Attorneys’ Fees, Costs And Expenses at 18, Doc. 50, No. 20-cv-01296 (N.D. Cal. March 28, 2021).

<b>Firm</b>	<b>Title</b>	<b>Law School Grad. Year</b>	<b>Rate</b>
<b>Rosen Bien Galvan &amp; Grunfeld LLP</b>			
	Partner	1962	\$1,110
	Partner	1981	\$950
	Senior Counsel	2009	\$625
	Senior Paralegal	NA	\$350

In *Planned Parenthood Fed’n of Am., Inc. v. Ctr. for Med. Progress*, No. 16-CV-00236-WHO, 2020 WL 7626410 (N.D. Cal. Dec. 22, 2020), a RICO action challenging the defendants’ invasive tactics, the court found that Plaintiffs’ counsel’s 2020 hourly rates were “reasonable given the scope and complexity of this case, as well as in light of rates approved in this District for partners, associates, and paralegals for similarly experienced counsel and staff at similar firms.” *Id.* at \*3, \*3 n.4.

<b>Firm</b>	<b>Title</b>	<b>Bar Admission</b>	<b>Rate</b>
<b>Arnold &amp; Porter Kaye Scholer LLP</b>			
	Partner	1974	\$1,280

<b>Firm</b>	<b>Title</b>	<b>Bar Admission</b>	<b>Rate</b>
	Partner	1993	\$1,150
	Partner	1990	\$1,085
	Partner	2005	\$1,015
	Partner	2002	\$925
	Senior Associate	2005	\$910
	Senior Associate	2012	\$910
	Senior Associate	2015	\$815
	Associate	2018	\$675
	Staff Attorney	2008	\$545
	Paralegal	NA	\$405
	Paralegal	NA	\$390
<b>Planned Parenthood</b>			
	General Counsel	1982	\$1,115
	Sr. Staff Attorney	2012	\$910

In *Schneider v. Chipotle Mexican Grill*, a consumer class action, the court found that counsel for the putative class’s 2020 hourly rates were “on the high end, although in line with prevailing rates in this district for personnel of comparable experience, skill, and reputation.” *Schneider v. Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 601 (N.D. Cal. 2020).

<b>Firm</b>	<b>Title</b>	<b>Bar Admission</b>	<b>Rate</b>
<b>Kobre &amp; Kim</b>			
	Partner	1993	\$1,275
	Partner	1987	\$1,275
	Partner	1997	\$995
	Associate	2011	\$695
	Analyst	NA	\$495
	Legal Assistant	NA	\$195
	Legal Assistant	NA	\$195

In *Lee One, LLC, et al., v. Facebook, Inc.*, a class action challenging Facebook’s advertising rate practices, the court found that class counsel’s 2020 hourly rates were “reasonable and in line with the prevailing rates in the community for complex class action litigation.” See Order and Judgment Granting Motion for Final Approval of Class Action Settlement and Awarding Attorneys’ Fees, Costs, and Service Awards at 3–4, Doc. 211, No. 4:16-cv-06232 (N.D. Cal. June 26, 2020).

<b>Firm</b>	<b>Title</b>	<b>Bar Admission</b>	<b>Rate</b>
<b>Cohen Millstein Sellers &amp; Toll</b>			
	Partner	1983	\$940
	Partner	2000	\$790
	Partner	2004	\$740
	Associate	2012	\$545
	Associate	2014	\$505
	Staff Attorney	2012	\$395
	Contract Attorney	2003	\$385
	Contract Attorney	2014	\$250
	Contract Attorney	2017	\$250
	Law Clerk	2019	\$290
	Paralegals		\$300-315
<b>Gibbs Law Group</b>			
	Partner	1995	\$910
	Partner	2000	\$750
	Partner	2003	\$720
	Partner	2007	\$710
	Associate	2014	\$460
	Associate	2016	\$430
<b>Eglet Adams</b>			
	Partner	1988	\$870

<b>Firm</b>	<b>Title</b>	<b>Bar Admission</b>	<b>Rate</b>
	Partner	1998	\$800
	Partner	1999	\$690
	Partner	1999	\$650
	Associate	2011	\$450
	Contract Attorney	1998	\$200

In *Perez v. Rash Curtis & Associates*, a consumer action under federal and state law, the court found the blended rate of \$634 was “within the reasonable range of rates” for firms in the “San Francisco Bay Area, specializing in complex, high-stakes litigation.” Order, Doc. 427, at 34, No. 4:16-cv-03396 (N.D. Cal. Apr. 17, 2020). The blended rate was derived from the following 2020 hourly rates.

<b>Firm</b>	<b>Title</b>	<b>Law School Grad. Year</b>	<b>Rate</b>
<b>Bursor &amp; Fisher</b>			
	Partner	1997	\$1,000
	Partner	1997	\$1,000
	Partner	2002	\$850
	Partner	2006	\$750
	Partner	2009	\$650
	Partner	2013	\$550
	Associate	2010	\$450
	Associate	2013	\$525
	Associate	2016	\$400
	Associate	2017	\$375
	Associate	2019	\$325
	Law Clerk	NA	\$300
	Senior Litig. Support Specialist	NA	\$275-300
	Litig. Support Specialist	NA	\$250

In *In re National Collegiate Athletic Assn. Athletic Grant-In-Aid Antitrust Litigation*, an antitrust class action, the court found the following 2019 “hourly rates are reasonable.” See Order Granting in Part and Denying in Part Plaintiffs’ Motion for Attorneys’ Fees, Expenses, Service Awards, and Taxed Costs, Doc. 1259, at 4, No. 14-md-02541 (N.D. Cal. Dec. 6, 2019).

<b>Firm</b>	<b>Title</b>	<b>Bar Admission</b>	<b>Rate</b>
<b>Winston &amp; Strawn LLP</b>			
	Partner	1978	\$1,515
	Partner	1985	\$1,245
	Partner	2002	\$1,105
	Partner	1996	\$1,025
	Associate	2012	\$825
	Associate	2016	\$660
	Associate	2017	\$615

In an earlier decision in the same case, the court also found the following 2017 hourly rates were “in line with market rates in this District.” See *id.* at Doc. 745 (N.D. Cal. Dec. 6, 2017).

<b>Firm</b>	<b>Title</b>	<b>Bar Admission</b>	<b>Rate</b>
<b>Hagens Berman Sobol Shapiro LLP</b>			
	Partner	1982	\$950
	Associate	1999	\$630
	Associate	2014	\$475
	Contract Attorney	2013	\$350
	Contract Attorney	2006	\$300
<b>Pearson, Simon &amp; Warshaw LLP</b>			

<b>Firm</b>	<b>Title</b>	<b>Bar Admission</b>	<b>Rate</b>
	Partner	1983	\$1,035
	Partner	1981	\$1,035
	Of Counsel	2001	\$900
	Associate	2006	\$635
	Associate	2008	\$520

In *Shaw v. AMN Service, LLC*, a wage-and-hour class action, the court found that the following 2018 “hourly rates [were] within the prevailing range of hourly rates.” See Order Granting Plaintiffs’ Motion for Reasonable Attorneys’ Fees and Costs, Doc. 167, at 2, No. 3:16-cv-02816 (N.D. Cal. May 31, 2019).

<b>Firm</b>	<b>Title</b>	<b>Bar Admission</b>	<b>Rate</b>
<b>Schneider Wallace Cottrell Konecky Wotkyns LLP</b>			
	Partner	1996	\$835
	Associate	2009	\$750
	Associate	2014	\$675
	Associate	2017	\$380
	Staff Attorney	1996	\$600
	Staff Attorney	2016	\$400
	Paralegal		\$300

In *In re Anthem, Inc. Data Breach Litigation*, the court found the following 2017 billing rates were “reasonable in light of prevailing market rates in this district.” See *In re Anthem, Inc. Data Breach Litig.*, No. 15-MD-02617, 2018 WL 3960068, at \*16 (N.D. Cal. Aug. 17, 2018).

<b>Firm</b>	<b>Title</b>	<b>Law School Grad. Year</b>	<b>Rate</b>
<b>Altshuler Berzon</b>			
	Partner	1992	\$860
	Partner	1994	\$820

<b>Firm</b>	<b>Title</b>	<b>Law School Grad. Year</b>	<b>Rate</b>
	Partner	1998	\$770
	Partner	2001	\$690
	Associate	2010	\$460
	Associate	2012	\$405
	Legal Clerks	NA	\$285
	Paralegals	NA	\$250
<b>Gibbs Law Group</b>			
	Partner	1995	\$805
	Partner	1988	\$740
	Partner	2000	\$685
	Partner	2003	\$660
	Partner	2004	\$635
	Partner	2007	\$605
	Partner	2008	\$575
	Associate	2011	\$525
	Associate	2012	\$450
	Associate	2014	\$415
	Associate	2012	\$400
	Associate	2000	\$395
	Associate	2008	\$375
	Associate	2015	\$365
	Associate	2015	\$350
	Associate	2016	\$340
	Contract Attorney	2014	\$240
	Paralegals		\$190-\$220
<b>Lieff Cabraser Heimann &amp; Bernstein</b>			
	Partner	1989	\$900
	Partner	2001	\$675
	Partner	2002	\$650
	Partner	2004	\$625



<b>Firm</b>	<b>Title</b>	<b>Law School Grad. Year</b>	<b>Rate</b>
	Partner	2006	\$565
	Partner	2006	\$510
	Associate	2011	\$455
	Associate	2015	\$370
	Contract Attorneys	1994-2017	\$240
	Paralegals	NA	\$350-\$360
<b>Finkelstein Thompson LLP</b>			
	Partner	1993	\$850
	Partner	2000	\$600
	Of Counsel	2005	\$475
	Of Counsel	1997	\$850
	Associate	2013	\$300

In *Max Sound Corp. v. Google Inc.*, a patent action, the court found the following 2014 - 2016 hourly rates were “well in line with the billing rates for attorneys with similar qualifications in the Bay Area.” See Order Granting in Part and Denying in Part Defendants’ Motion for Attorneys’ Fees, Doc. 198, at 23, 2017 U.S. Dist. LEXIS 168541, No. 14-CV-04412 (N.D. Cal. Sept. 25, 2017).

<b>Firm</b>	<b>Title</b>	<b>Law School Grad. Year</b>	<b>Rate</b>
<b>Cooley LLP</b>			
	Partner	1995	\$905
<b>Wilson Sonsini Goodrich &amp; Rosati</b>			
	Partner	1998	\$650-950
	Associate/Partner	2006	\$520-715
	Associate	2007	\$504-608
	Associate	2012	\$336-575

In *Animation Workers Antitrust Litigation*, a class action alleging defendants violated the antitrust laws by engaging in a fraudulent conspiracy to fix wages, the court found the following 2016 hourly rates were “fair, reasonable, and market-based, particularly for the ‘relevant community’ in which counsel work.” *See* Order Granting Plaintiff’s Motion for Attorneys’ Fees, Expenses, and Service Awards, Doc. 347, at 10, No. 14-CV-4062 (N.D. Cal. Nov. 11, 2016).

<b>Firm</b>	<b>Title</b>	<b>Law School Grad. Year</b>	<b>Rate</b>
<b>Susman Godfrey LLP</b>			
	Partner	1969	\$1,200
	Partner	1998	\$700
	Partner	2005	\$550
	Associate	2013	\$325
	Associate	2008	\$475
	Associate	2011	\$375
	Associate	2010	\$425
	Staff Attorney	2006	\$275
	Staff Attorney	2007	\$275
	Staff Attorney	2014	\$275
	Paralegals	NA	\$230-270
<b>Hagens Berman Sobol Shapiro LLP</b>			
	Partner	1980	\$950
	Partner	1994	\$735
	Partner	2001	\$605
	Partner	1993	\$605
	Of Counsel	2002	\$575
	Associate	2010	\$425
	Associate	2015	\$420
	Associate	2008	\$400

<b>Firm</b>	<b>Title</b>	<b>Law School Grad. Year</b>	<b>Rate</b>
	Contract Attorney	2007	\$250
	Paralegal	NA	\$265
	Paralegal	NA	\$265
	Paralegal	NA	\$190
	Paralegal	NA	\$158

In *Civil Rights Education and Enforcement Center v. Ashford Hospitality Trust, Inc.*, an action challenging defendants' hotels' failure to provide wheelchair accessible transportation, the court found the following 2015 hourly rates were "in line with the market rates charged by attorneys and paralegals of similar experience, skill, and expertise practicing in the Northern District of California." No. 15-CV-00216, 2016 WL 1177950, at \*5 (N.D. Cal. Mar. 22, 2016).

<b>Firm</b>	<b>Title</b>	<b>Law School Grad. Year</b>	<b>Rate</b>
<b>Civil Rights Education and Enforcement Center</b>			
	Senior Counsel	1974	\$900
	Co-Director	1991	\$750
	Co-Director	2007	\$500
	Staff Attorney	2010	\$430
	Paralegal	NA	\$250

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# EXHIBIT D

**Exhibit D****Rates Charged by San Francisco Bay Area Law Firms**

<i>Altshuler Berzon LLP</i>		
<b>2018 Rates</b>	<b>Graduation Year</b>	<b>Rate</b>
	1968-1983	\$940
	1985	\$920
	1989	\$900
	1991	\$885
	1992	\$875
	1994	\$835
	1998	\$795
	2000	\$740
	2001	\$725
	2008	\$540
	2009	\$515
	2010	\$485
	2012	\$435
	2013	\$415
	2014	\$390
	2015	\$365
	Law Clerks	\$285
	Paralegals	\$250
<b>2017 Rates</b>	<b>Years of Experience/Level</b>	<b>Rates</b>
	Senior Partners	\$930
	Junior Partners (1991-2001)	\$875-690
	Associates (2008-2013)	\$510-365
	Paralegals	\$250
<b>2015 Rates</b>	<b>Years of Experience/Level</b>	<b>Rates</b>
	32	\$895
	Junior Partners	\$825-630

	Associates	\$450-340
	Paralegals	\$250
<b><i>Arnold Porter LLP</i></b>		
<b>2021 Rates</b>	<b>Level</b>	<b>Rates</b>
	Partners	\$750-\$1,150
	Senior Counsel	\$910-\$1,280
	Associates	\$545-\$910
	Paralegals	\$390-\$405
<b>2015 Rates</b>	<b>Level</b>	<b>Rates</b>
	Partner	Up to \$1,085
	Associates	Up to \$710
<b>2014 Rates</b>	<b>Years of Experience</b>	<b>Rates</b>
	49	\$995
	45	\$720
	39	\$655
<b><i>Boies Schiller &amp; Flexner LLP</i></b>		
<b>2017 Rates</b>	<b>Bar Admittance or Law School Graduation</b>	<b>Rates</b>
	1986	\$1,049
	2006	\$972
	1999-2000	\$830
	2004	\$760
	2006	\$680
	2007	\$714
	2009	\$800
<b>2016 Rates</b>	<b>Bar Admittance</b>	<b>Rates</b>
	1988	\$960
	2000	\$830
	2001	\$880

<i>Burson &amp; Fisher</i>		
2020 Rates:	Bar Admission Year	Rate
	<b>PARTNERS:</b>	
	1997	\$1,000
	2002	\$850
	2006	\$750
	2009	\$650
	2013	\$550
	<b>ASSOCIATES:</b>	
	2010	\$550
	2013	\$525
	2016	\$400
	2017	\$375
	2019	\$325
	Law Clerk	\$300
	Senior Litigation Support Specialist	\$275-300
	Litigation Support Specialist	\$200-250
<i>Cooley LLP</i>		
2017 Rates	Years of Experience	Rates
	22	\$902
2014 Rates	Years of Experience	Rates
	31	\$1,095
	17	\$770
	9	\$685
<i>Cotchett, Pitre &amp; McCarthy, LLP</i>		
2019 Rates	Year of CA Bar Admission	Rates
	1965	\$950
	1992	\$925
	1994	\$850
	2006	\$750
	Senior Associate	\$600

	Associates	\$375-425
	Paralegals, Case Assistants, Law Clerks	\$225-325
<b><i>Duane Morris LLP</i></b>		
<b>2018 Rates</b>	<b>Bar Admission Year</b>	<b>Rates</b>
	1973	\$1,005
	2008	\$605
	2011	\$450
	2017	\$355
	Sr. Paralegal	\$395
<b>2016 Rates</b>	<b>Years of Experience</b>	<b>Rates</b>
	43	\$880
	41	\$880
	26	\$720
	25	\$695



<i>Farella Braun + Martel</i>	<b>Bar Admission</b>	<b>Rates</b>
<b>2020 Rates</b>		
	1972	\$1250
	1980	\$975
	1982	\$925
	1985	\$935
	1991	\$795
	1994	\$895
	2003	\$785
	2011 (Assoc./Partner)	\$710
	<b>Associates</b>	
	2012	\$675
	2014	\$650
	2015	\$560
	2017	\$460
	2018	\$515
	Paralegals	\$285-355
	Case Clerk	\$190
	Practice Support Supervisor	\$325
	Practice Support Proj. Mgr.	\$285
<i>Fenwick &amp; West</i>		
<b>2021 Rates</b>	<b>Cal. Bar Admission</b>	<b>Rates</b>
	1995	\$1,040
	2001	\$860
	2005	\$745
	2010	\$720
	2011	\$665
	2016	\$710
	2017	\$470-495
	2018	\$425
	2020	\$325

	Paralegals	\$395
<b><i>Gibson Dunn &amp; Crutcher LLP</i></b>		
<b>2020 Rates</b>	<b>Level</b>	<b>Rates</b>
	Senior Partners	\$1,395 – 1,525
	Senior Associates	\$960
	Mid-level Associate	\$740
	Paralegals	\$480
<b>2019 Rates</b>	<b>Level</b>	<b>Rates</b>
	Senior Partners	\$1,335 – 1,450
	Senior Associates	\$915
	Mid-level Associate	\$625
<b>2017 Rates</b>	<b>Bar Admittance or Law School Graduation</b>	<b>Rates</b>
	1987	<del>*\$852</del> /\$956
	1987	\$944
	1997	\$960
	2006	\$736
	2008	*\$592/\$696
	2013	<del>*\$404</del> /\$600
	2015	\$520
	2016	\$472
Non-Attorney		\$216-\$335
<b>2016 Rates</b>	<b>Bar Admittance</b>	<b>Rates</b>
	1987	\$852
	2010	\$540
	2013	\$404
<b>2015 Rates</b>	<b>Years of Experience</b>	<b>Rates</b>
	37	\$1,125
	23	\$955
	3	\$575

<i>Goldstein Borgen Dardarian &amp; Ho</i>		
<b>2020 Rates:</b>	<b>Bar Admission Year</b>	<b>Rates</b>
	1987	\$945
	1992	\$895
	2006	\$750
	2017	\$415
	Senior Paralegal	\$325
	Paralegals	\$265-285
<b>2019 Rates</b>	<b>Law School Graduation</b>	<b>Rates</b>
	1987	\$925
	2006	\$710
	2008	\$595
	2013	\$475
	2015	\$450
	2017	\$400
	Law Student	\$300
	Sr. Paralegals	\$325
	Paralegals	\$275-\$295

<i>Haddad &amp; Sherwin, LLP</i>		
<b>2021 Rates:</b>	<b>Years of Experience</b>	<b>Rates</b>
	30	\$875
	26	\$875
<b>2020 Rates:</b>	<b>Years of Experience</b>	<b>Rates</b>
	29	\$850
	25	\$850
<b>2019 Rates:</b>		
	28	\$825
	24	\$825
<b>2018 Rates</b>		
	27	\$800
	23	\$800
	9	\$475
	6	\$425
<i>Hagens Berman Sobol Shapiro LLP</i>		
<b>2017 Rates</b>	<b>Levels</b>	<b>Rates</b>
	Senior Attorney	\$950
	Other Partners	\$578-\$760
	Associates	\$295-\$630
<i>Hooper, Lundy &amp; Bookman</i>		
<b>2019 Rates</b>	<b>Law School Graduation Year</b>	<b>Rates</b>
	1975	\$1,025
	1976	\$965
	1979	\$1,025
	2007	\$815
	2011	\$800
	2015	\$640
	2016	\$600
	2019	\$440

<b>2018 Rates</b>	<b>Law School Graduation Year</b>	<b>Rates</b>
	1975	\$1,025
	1976	\$930
	1979	\$995
	2015	\$570
<b><i>Jones Day</i></b>		
<b>2016 Rates</b>	<b>Bar Admission Year</b>	<b>Rates</b>
	2001	\$900
	2014	\$450
<b>2015 Rates</b>	<b>Bar Admission Year</b>	<b>Rates</b>
	2001	\$875
	2014	\$400
<b><i>Kaplan Fox &amp; Kilsheimer</i></b>		
<b>2020 Rates</b>	<b>Years of Experience</b>	<b>Rate</b>
	34	\$990
		\$975
	30	\$910
	26	\$895
	21	\$830
	23	\$800
	14 (Of Counsel)	\$735
	13 (Assoc.)	\$660
		\$615
	5	\$450
	3	\$395
	Staff/Project Attorney	\$350-425
	Investigator	\$325
	Paralegals	\$100-290

<i>Keker &amp; Van Nest, LLP</i>		
<b>2019 Rates</b>	<b>Years of Experience</b>	<b>Rates</b>
	39	\$1,075
	9	\$700
<b>2018 Rates</b>	<b>Years of Experience</b>	<b>Rates</b>
	16	\$875
	5	\$600
	3	\$500
<b>2017 Rates</b>	<b>Years of Experience</b>	<b>Rates</b>
	9	\$650
	5	\$525
	Other Partners	\$525-\$975
	Associates	\$340-\$500
	Paralegals/Support Staff	\$120-\$260
<i>Keller Rohrback</i>		
<b>2020 Rates</b>	<b>Years of Experience</b>	<b>Rate</b>
	38	\$995
	33	\$975
	31	\$885
	25	\$755
	10	\$625
	Project Atty (1 yr)	\$300
	Paralegals	\$230-350
<i>Kirkland &amp; Ellis</i>		
<b>2021 Rates</b>	<b>Level</b>	<b>Rates</b>
	Partners	\$1,085-\$1,895
	Of Counsel	\$625-1,895
	Associates	\$625-\$1,195
	Paraprofessional	\$255-475
<b>2017 Rates</b>	<b>Years of Experience</b>	<b>Rates</b>
	20	\$1,165

	9	\$995
	8	\$965
	5	\$845
	4	\$845
	3	\$810
	2	\$555
<b><i>Latham &amp; Watkins</i></b>		
<b>2016 Rates</b>	<b>Average</b>	<b>Rates</b>
	Average Partner	\$1,186
	Highest Partner	\$1,595
	Lowest Partner	\$915
	Average Associate	\$755
	Highest Associate	\$1,205
	Lowest Associate	\$395
<b><i>Lieff Cabraser Heimann &amp; Bernstein, LLP</i></b>		
<b>2020 Rates</b>	<b>Law School Grad. Year</b>	<b>Rates</b>
	1972	\$1,075
	1998	\$950
	1993	\$900
	1984	\$850
	2000	\$775
	2001-2002	\$700
	2005	\$650
	2007	\$590
	2008	\$560
	2012	\$480-\$510
	2015	\$440
	2017	\$395
	Law Clerk	\$375-\$395
	Paralegal/Clerk	\$345-390
	Litigation Support/Research	\$345-495

<b>2017 Rates</b>	<b>Years of Experience</b>	<b>Rates</b>
	11-16	\$510-\$675
	2-6	\$370-\$455
	0-13 (Contract Atty)	\$415
	Paralegals	\$360
<b>2015 Rates</b>	<b>Year of Bar Admission</b>	<b>Rates</b>
	1972	\$975
	1989	\$850
	2001	\$625
	2006	\$435
	2009	\$435
<b>2014 Rates</b>	<b>Year of Bar Admission</b>	<b>Rates</b>
	1998	\$825
<i>McCracken, Stemerman &amp; Holsberry</i>	<b>Law School Grad. Year</b>	<b>Rates</b>
<b>2020 Rates</b>		
	1975	\$850
	2008	\$750
	2014	\$575
	2018-2019	\$400
<i>Milbank, Tweed, Handley &amp; McCloy LLP</i>		
<b>2016 Rates</b>	<b>Bar Admission Date</b>	<b>Rates</b>
	1983	\$1,025
	1984	\$1,350
	1992	\$1,350
	2002 (Associate)	\$915



<b><i>Morrison Foerster LLP</i></b>		
<b>2021 Rates</b>	<b>Law School Grad. Year</b>	<b>Rate</b>
	2002	\$1,200
	2011	\$1,075
	2014	\$925
	2018	\$745
	Paralegal	\$295
<b>2020 Rates</b>	<b>Law School Grad. Year</b>	<b>Rate</b>
	2002	\$1,125
	2011	\$975
	2014	\$810
	2018	\$640
	Paralegal	\$275
<b>2018 Rates</b>	<b>Years of Experience</b>	<b>Rates</b>
	40	\$1,050
	22	\$950
	11	\$875
	3	\$550
	Paralegal	\$325
<b>2017 Rates</b>	<b>Bar Admission Date</b>	<b>Rates</b>
	2007	\$608
	2012	\$575
<b>2016 Rates</b>	<b>Bar Admission Date</b>	<b>Rates</b>
	1975	\$1,025
	1999	\$975
	1993	\$975

<i>Munger, Tolles &amp; Olson</i>		
<b>2021 Rates</b>	<b>Law School Grad. Year</b>	<b>Rate</b>
	1991	\$1,725
	2009	\$995
	2016	\$825
	Paralegal (43 years)	\$365
<b>2020 Rates</b>	<b>Law School Grad. Yr.</b>	<b>Rate</b>
	1991	\$1,610
	2001	\$950
	2009	\$920
	2016	\$725
	Paralegal (42 years)	\$345
<b>2016 Rates (unless otherwise noted)</b>	<b>Bar Admittance or Law School Graduation</b>	<b>Rates</b>
	1966 (Partner)	\$1,000 (2015); \$1,245 (2016)
	1977	\$1,110 (2015)
	1981	\$910
	1985	\$995
	1992	\$875-\$885
	1995	\$910
	2002	\$750
	1976 (Of Counsel)	\$705
	2009 (Associates)	\$615 (2015); \$660 (2016)
	Non-Attorney Timekeepers	\$380-90
<i>O'Melveny &amp; Myers</i>		
<b>2019 Rates</b>	<b>Level</b>	<b>Rates</b>
	Senior Partner	\$1,250
	Partner (1998 Bar Admitted)	\$1,050
	3rd Year Associate	\$640
	2nd Year Associate	\$656

<b>2016 Rates</b>	<b>Bar Admission Date</b>	<b>Rates</b>
	1985	\$1,175
	2004	\$895
	2005	\$780
	2007	\$775
	2010	\$725
	2011	\$700
	2012	\$655
	2013	\$585
	2014	\$515
	2015	\$435
<b><i>Paul Hastings LLP</i></b>		
<b>2020 Rates</b>	<b>Years of Experience</b>	<b>Rates</b>
	25	\$1,425
	7	\$885
	5	\$775
	3	\$645
	Research assistant	\$335
<b>2016 Rates</b>	<b>Bar Admission Date</b>	<b>Rates</b>
	1973	\$1,175
	1997	\$895
	1990	\$750
<b><i>Pearson Simon &amp; Warshaw LLP</i></b>		
<b>2019 Rates</b>	<b>Years of Experience</b>	<b>Rates</b>
	23-38	\$1,150
	10	\$900
	Of Counsel	\$825
	6	\$500
	4	\$450
	Paralegals	\$225

<b>2018 Rates</b>	<b>Years of Experience</b>	<b>Rates</b>
	22-37	\$1,050
	9	\$650
	Of Counsel	\$725
	5	\$450
	3	\$400
<b>2017 Rates</b>	<b>Years of Experience</b>	<b>Rates</b>
	35-36	\$1,035
	8	\$520
	4	\$400
	2	\$350
<b><i>Pillsbury &amp; Coleman</i></b>		
<b>2020 Rates</b>	<b>Law School Grad. Year</b>	<b>Rates</b>
	1979	\$960
	1976	\$675
	1990	\$550
	2010	\$475
	Paralegal	\$225
<b><i>Quinn Emanuel Urquhart &amp; Sullivan</i></b>		
<b>2020 Rates</b>	<b>Level</b>	<b>Rate</b>
	Partners	\$870-\$1,250
	Associates	\$600-\$905
<b>2018 Rates</b>	<b>Law School Graduation Yr.</b>	<b>Rates</b>
	1980	\$1,135
	2016	\$630
<b><i>Reed Smith LLP</i></b>		
<b>2020 Rates</b>	<b>Years of Experience</b>	<b>Rates</b>
	22	\$930
	14	\$840

	16	\$780
	Paralegals	\$250
<b><i>Ropes &amp; Gray</i></b>		
<b>2016 Rates</b>	<b>Level</b>	<b>Rates</b>
	Partner	\$880-\$1,450
	Counsel	\$605-\$1,425
	Associate	\$460-\$1050
	Paralegals	\$160-\$415
<b><i>Rosen, Bien, Galvan &amp; Grunfeld LLP</i></b>		
<b>2021 Rates (partial)</b>	<b>Law School Class</b>	<b>Rates</b>
<i>Partner</i>	1984	\$925
<i>Senior Counsel</i>	2008	\$675
	2010	\$600
Associate	2016	\$465
Summer Associate	NA	\$300
Senior Paralegal		\$375
Paralegal		\$275
<b>2020 Rates</b>	<b>Law School Class</b>	<b>Rate</b>
<i>Partners</i>		
	1962	\$1,100
	1980	\$1,100
	1981	\$950
	1984	\$875
	1997	\$825
	2005	\$730
	2008	\$660
<i>Of Counsel</i>		
	1993	\$740
	2003	\$715

<i>Senior Counsel</i>		
	2008	\$635
	2009	\$625
	2010	\$565
<i>Associates</i>		
	2011	\$540
	2013	\$480
	2015	\$460
	2016	\$440
	2017	\$395
<i>Sr. Paralegals</i>		\$320-\$350
<i>Paralegals</i>		\$250-\$275
<i>Litigation Support/Paralegal Clerks</i>		\$225
<i>Law Students</i>		\$275
<i>Word Processing</i>		\$85
<b>2019 Rates</b>	<b>Class</b>	<b>Rates</b>
<i>Partners</i>		
	1962	\$1,050
	1980	\$1,000
	1981	\$940
	1984	\$860
	1997	\$800
	2005	\$700
	2008	\$640
<i>Of Counsel</i>		
	1993	\$725
	2003	\$700
<i>Senior Counsel</i>		
	2008	\$610
	2009	\$585

<i>Associates</i>		
	2010	\$540
	2011	\$525
	2013	\$460
	2015	\$440
	2016	\$400
	2017	\$350
<i>Senior Paralegals</i>		\$350
<i>Litigation Support/Paralegal Clerks</i>		\$225
<i>Law Students</i>		\$275
<i>Word Processing</i>		\$85
<b>2018 Rates</b>	<b>Class</b>	<b>Rates</b>
<i>Partners</i>		
	1962	\$1,000
	1980	\$965
	1981	\$920
	1984	\$835
	1997	\$780
	2005	\$650
<i>Of Counsel</i>		
	1983	\$800
	1993	\$700
	2003	\$675
<i>Senior Counsel</i>		
	2008	\$585
<i>Associates</i>		
	2009	\$535
	2010	\$525
	2011	\$500
	2013	\$440

	2015	\$410
	2016	\$375
<i>Paralegals</i>		\$340-\$240
<i>Litigation Support/Paralegal Clerks</i>		\$225
<i>Law Students</i>		\$275
<i>Word Processing</i>		\$85
<b>2017 Rates</b>	<b>Class/Level</b>	<b>Rates</b>
<i>Partners</i>		
	1962	\$1,000
	1980	\$950
	1981	\$900
	1984	\$825
	1997	\$780
	2005	\$650
<i>Of Counsel</i>		
	1983	\$800
	1993	\$700
	2003	\$675
<i>Associates</i>		
	2008	\$575
	2009	\$515
	2010	\$500
	2011	\$490
	2013	\$425
	2015	\$400
	2016	\$375
<i>Paralegals</i>		\$325-\$240
<i>Litigation Support/Paralegal Clerks</i>		\$225
<i>Law Students</i>		\$275



<i>Word Processing</i>		\$85
<b>2016 Rates</b>	<b>Class/Level</b>	<b>Rates</b>
	1962	\$995
	1980	\$900
	1985	\$800
	1997	\$740
	2008	\$545
	2009	\$490
<i>Certified Law Student</i>		\$275
<i>Paralegal</i>		\$275
<b>2015 Rates</b>	<b>Years of Experience/Level</b>	<b>Rates</b>
<i>Partners</i>		
	53	\$930
	35	\$840
	33	\$775
	31	\$710
	18	\$690
	9	\$525
<i>Of Counsel</i>		\$590-\$610
<i>Associates</i>		
	9	\$490
	8	\$480
	7	\$470
	6	\$440
	5	\$420
	4	\$400
	3	\$380
<i>Paralegals</i>		\$250-\$295
<i>Litigation Support/Paralegal Clerks</i>		\$200-\$220

<i>Law Students</i>		\$275
<i>Word Processing</i>		\$85

<i>Law Office of James M. Sitkin</i>		
<b>2020 Rate</b>	<b>Years of Experience</b>	<b>Rate</b>
	37	\$1,000
<i>Law Office of James Sturdevant</i>		
<b>2020 Rate</b>	<b>Years of Experience</b>	<b>Rate</b>
	47	\$975
<b>2019 Rate</b>		
	46	\$950
<i>Villegas/Carrera</i>		
<b>2019 Rates:</b>	<b>Years of Experience</b>	<b>Rate</b>
	26	\$894
	23	\$826
	3	\$350
<i>Winston &amp; Strawn</i>		
<b>2019 Rates</b>	<b>Title</b>	<b>Rates</b>
	Partners	\$1,515
		\$1,245
		\$1,105
		\$1,025
	Associates	\$825
		\$660
		\$615
<b>2018 Rates</b>	<b>Title</b>	<b>Rates</b>
	Partners	\$1,445
		\$1,185
		\$1,050

		\$820
	Associates	\$765
		\$585
	Paralegals	\$170-\$340
	Litigation Support Mgr.	\$275
	Review Attorneys	\$85
<b>2017 Rates</b>	<b>Title</b>	<b>Rates</b>
	Partners	\$1,365
		\$1,120
		\$990
	Associates	\$760
		\$690
		\$645
		\$520
		\$495
	Paralegals	\$165-\$295
<b>2016 Rates</b>	<b>Title</b>	<b>Rates</b>
	Partners	\$1,290
		\$1,095
		\$965
		\$960
		\$885
	Associates	\$715
		\$615
		\$575
		\$470
	Paralegals	\$170-\$280
	Litigation Support Mgr.	\$250

# EXHIBIT E

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*Counsel for the Board of Each of PG&E Corporation  
and Pacific Gas and Electric Company and for  
Certain Current and Former Independent Directors*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- Affects PG&E Corporation
- Affects Pacific Gas and Electric Company
- Affects both Debtors

*\* All papers shall be filed in the Lead Case No.  
19-30088 (DM).*

Bankruptcy Case  
No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**SUMMARY SHEET TO THIRD INTERIM  
APPLICATION OF SIMPSON THACHER  
& BARTLETT LLP FOR ALLOWANCE  
AND PAYMENT OF COMPENSATION  
AND REIMBURSEMENT OF EXPENSES  
FOR THE PERIOD OF SEPTEMBER 1,  
2019 THROUGH DECEMBER 31, 2019**

**Hearing Date to be Set**

Place: United States Bankruptcy Court  
Courtroom 17, 16th Floor  
San Francisco, CA 94102

**Objection Deadline:** April 5, 2020 at 4:00 p.m.  
(Pacific Time)

Simpson Thacher & Bartlett LLP  
425 Lexington Ave  
New York, NY 10017

**General Information**

1		
2	Name of Applicant	Simpson Thacher & Bartlett LLP
3		
4	Name of Client	Board of Each of PG&E Corporation and Pacific Gas and Electric Company and Certain Current and Former Independent Directors
5		
6	Petition Date	January 29, 2019
7	Retention Date	May 10, 2019 <i>nunc pro tunc</i> to January 29, 2019
8		

**Summary of Fees and Expenses Sought in this Application**

9		
10	Time Period Covered by Application	September 1, 2019 – December 31, 2019 <sup>1</sup>
11	Amount of Compensation Sought as Actual, Reasonable and Necessary	\$2,705,242.50
12		
13	Amount of Compensation Sought Pursuant to Section 327(e)	\$1,177,487.50
14		
15	Amount of Compensation Sought Pursuant to Section 363	\$1,527,755.00
16	Amount of Expense Reimbursement Sought as Actual, Reasonable and Necessary Pursuant to Section 327(e)	\$26,599.41
17		
18	Amount of Expense Reimbursement Sought as Actual, Reasonable and Necessary Pursuant to Section 363	\$47,090.09
19		

**Total Fees and Expenses Allowed Pursuant to Prior Applications<sup>2</sup>**

20		
21	Total Allowed Compensation Paid to Date	N/A
22		
23	Total Allowed Expenses Paid to Date	N/A

**Total Fees and Expenses Paid to Applicant Pursuant to Monthly Statements but Not Yet Allowed**

24		
25	Compensation Sought in this Application Already Paid Pursuant to the Interim Compensation Order but Not Yet Allowed	\$908,661.60
26		
27		
28		

1 (80% of the undisputed Fees in the Sixth and  
2 Seventh Monthly Fee Statements)

3 Expenses Sought in this Application Already  
4 Paid Pursuant to the Interim Compensation  
5 Order but Not Yet Allowed (100% of \$58,688.25  
6 Expenses in Sixth and Seventh Monthly Fee  
7 Statements)

8 ***Summary of Total Fees and Expenses Sought in this Application***

9 Total Compensation and Expenses Sought in  
10 this Application (100% of fees and expenses) \$2,778,932.00

11 Total Compensation and Expenses Sought in  
12 this Application Not Yet Paid or Allowed \$1,811,582.15

13 ***Summary of Rates and Related Information***

14 Number of Timekeepers in this Application 38 (28 Attorneys, 10 Paraprofessionals)

15 Hours Billed by Timekeepers this  
16 Compensation Period 2,303.60

17 Blended Rate for Attorneys \$1,199.79

18 Blended Rate for all Professionals \$1,174.35

19 This is a(n)  X  Interim   Final Application  
20

21 <sup>1</sup> Pursuant to the Interim Compensation Order (as defined below), the initial interim compensation period was to  
22 include the period from the Petition Date (as defined below) through and including May 31, 2019, the second interim  
23 compensation period was therefore to include June 1, 2019 through and including September 30, 2019, and the third  
24 interim compensation period was therefore to include October 1, 2019 through and including January 31, 2020.  
25 However, as of the filing date of Simpson's second Interim Fee Application, Simpson Thacher had not yet filed a  
26 Monthly Fee Statement (as defined below) for the calendar month of September 2019, and as of the date hereof,  
27 Simpson Thacher has not yet filed a Monthly Fee Statement for the calendar month of January 2020. Accordingly,  
28 the Compensation Period for this Application includes the period from September 1, 2019 through and including  
December 31, 2019.

<sup>2</sup> The hearing for Simpson Thacher's first interim fee application, as amended pursuant to the compromise reached  
with the Fee Examiner, is set for March 25, 2020 at 10:00 am (Pacific Time).

**SUMMARY OF MONTHLY STATEMENTS**

Date Filed	Period Covered	Total Compensation and Expenses Incurred for Period Covered		Total Amount Previously Requested with Prior Monthly Fee Statement		Total Amount Paid to Date		Objection Amount Requested <sup>3</sup>	Holdback Fees Requested
		Fees	Expenses	Fees (@ 80%)	Expenses (@ 100%)	Undisputed Fees (@ 80%)	Expenses (@ 100%)		
November 27, 2019	09/01/19-09/30/19	\$1,026,439.00	\$27,257.27	\$821,151.20	\$27,527.27	\$517,003.60	\$27,257.27	\$380,184.50	\$129,250.90
December 30, 2019	10/01/19-10/31/19	\$601,173.00	\$31,430.98	\$480,938.40	\$31,430.98	\$391,658.00	\$31,430.98	\$111,600.50	\$97,914.50
January 30, 2020	11/01/19-11/30/19	\$479,945.00	\$1,541.30	\$383,956.00	\$1,541.30	N/A	N/A	N/A	\$95,989.00
February 28, 2020 <sup>4</sup>	12/01/19 – 12/31/19	\$597,685.50	\$13,459.95	\$478,148.80	\$13,459.95	N/A	N/A	N/A	\$119,537.10
<b>Total</b>		<b>\$2,705,242.50</b>	<b>\$73,689.50</b>	<b>\$2,164,194.00</b>	<b>\$73,689.50</b>	<b>\$908,661.60</b>	<b>\$58,688.25</b>	<b>\$491,785.00</b>	<b>\$442,691.50</b>

<sup>3</sup> The Public Employees Retirement Association of New Mexico (“PERA”) objected to fees in Simpson Thacher’s Sixth and Seventh Monthly Fee Statements (as defined below) (collectively, the “**Objection Amount**”). Pursuant to the Interim Compensation Order, Simpson Thacher first subtracted the disputed amount from the total compensation sought before calculating the 80% of fees requested for payment and the 20% Holdback Amount (as defined below). This Application includes a request for the allowance of both the Objection Amount and the Holdback Amount.

<sup>4</sup> The deadline to object to the Ninth Monthly Fee Statement (as defined below) covering the period from December 1, 2019 – December 31, 2019 is March 20, 2020. Once the deadline passes, Simpson Thacher expects that the Debtors will promptly remit compensation for 80% of fees that are not subject to an objection and 100% of expenses as requested in the Ninth Monthly Fee Statement.



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*Counsel for the Board of Each of PG&E Corporation  
and Pacific Gas and Electric Company and for  
Certain Current and Former Independent Directors*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- Affects PG&E Corporation
- Affects Pacific Gas and Electric Company
- Affects both Debtors

*\* All papers shall be filed in the Lead Case No.  
19-30088 (DM).*

Bankruptcy Case  
No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**THIRD INTERIM APPLICATION OF  
SIMPSON THACHER & BARTLETT LLP  
FOR ALLOWANCE AND PAYMENT OF  
COMPENSATION AND REIMBURSEMENT  
OF EXPENSES FOR THE PERIOD OF  
SEPTEMBER 1, 2019 THROUGH  
DECEMBER 31, 2019**

**Hearing Date to be Set**

Place: United States Bankruptcy Court  
Courtroom 17, 16th Floor  
San Francisco, CA 94102

Simpson Thacher & Bartlett LLP  
425 Lexington Ave  
New York, NY 10017

**Objection Deadline:** April 5, 2020 at 4:00 p.m.  
(Pacific Time)

Simpson Thacher & Bartlett LLP (“**Simpson Thacher**”), as counsel for (i) the Board of Directors (the “**Board**”) of each of PG&E Corporation and Pacific Gas and Electric Company (the “**Debtors**”), as the Board may be constituted from time to time, and for the members of the Board from time to time in their capacities as members of the Board, and (ii) certain current and former independent directors in their individual capacities who serve or served as independent directors prior to and/or as of the Petition Date (as defined below) (each an “**Independent Director**” and collectively, the “**Independent Directors**”), pursuant to sections 330(a), 331 and 363 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), hereby submits its third interim application (this “**Application**”) for the allowance and payment of compensation for professional services performed in the amount of \$2,705,242.50 and for reimbursement of actual and necessary expenses incurred in the amount of \$73,689.50 for the period commencing September 1, 2019 through and including December 31, 2019 (the “**Compensation Period**”)<sup>5</sup>, and in support thereof, respectfully states as follows:

**Preliminary Statement**

1. Since January 29, 2019, and throughout the Compensation Period, Simpson Thacher has served as counsel for and has provided important and necessary legal advice to the Board and Independent Directors. Specifically, during the Compensation Period, Simpson Thacher has, among other things, provided representation and legal advice in

<sup>5</sup> Pursuant to the Interim Compensation Order (as defined below), the initial interim compensation period was to include the period from the Petition Date (as defined below) through and including May 31, 2019, the second interim compensation period was therefore to include June 1, 2019 through and including September 30, 2019, and the third interim compensation period was therefore to include October 1, 2019 through and including January 31, 2020. However, as of the filing date of Simpson’s second Interim Fee Application, Simpson Thacher had not yet filed a Monthly Fee Statement (as defined below) for the calendar month of September 2019, and as of the date hereof, Simpson Thacher has not yet filed a Monthly Fee Statement for the calendar month of January 2020. Accordingly, the Compensation Period for this Application includes the period from September 1, 2019 through and including December 31, 2019.

1 connection with (i) these chapter 11 cases (the “**Chapter 11 Cases**”) and material aspects of the  
2 bankruptcy process, including the negotiation of various settlements underlying the Debtors’  
3 proposed plan of reorganization (the “**Plan**”) and financing commitments for implementation of  
4 the Plan; (ii) regulatory, judicial and other proceedings concerning the conduct of the Debtors,  
5 the Board or the Independent Directors; (iii) derivative shareholder and securities litigation and  
6 related issues; (iv) the exercise of the Board’s fiduciary duties, including with respect to  
7 maximizing the value of the Debtors’ estates for all stakeholders; (v) director liability insurance  
8 and indemnification matters; (vi) the review of disclosures to be made with the Securities and  
9 Exchange Commission (the “**SEC**”); (vii) director and officer compensation matters; and (viii)  
10 general corporate governance matters.

11           2. Simpson Thacher’s advice to the Board and the Independent Directors and  
12 representation of them in connection with the aforementioned matters during the Compensation  
13 Period were of substantial benefit to the Board and the Independent Directors, and the  
14 professional services performed and expenses incurred in connection therewith were actual and  
15 necessary. Importantly, the Board is entitled to engage and retain advisors and experts it  
16 determines are necessary and appropriate to properly discharge its fiduciary duties to the  
17 Debtors. Moreover, Simpson Thacher has worked closely with the Debtors’ legal and financial  
18 advisors to ensure there has been no duplication of efforts with respect to legal matters affecting  
19 the Debtors. In light of the size and complexity of these Chapter 11 Cases, Simpson Thacher’s  
20 fees for services rendered and incurred expenses are reasonable under the applicable standards as  
21 set forth in more detail herein. Simpson Thacher therefore respectfully requests that the Court  
22 grant this Application and allow interim compensation for professional services performed and  
23 reimbursement for expenses as requested herein.

24           3. This Application has been prepared in accordance with and submitted  
25 pursuant to the sections 105, 330(a), 331 and 363 of title 11 of the Bankruptcy Code, Bankruptcy  
26 Rule 2016, the Local Bankruptcy Rules for the Northern District of California (the “**Local**

1 **Rules**”), the *Order Pursuant to 11 U.S.C. §§ 331 and 105(a) and Fed. R. Bankr. P. 2016 for*  
2 *Authority to Establish Procedures for Interim Compensation and Reimbursement of Expenses of*  
3 *Professionals*, dated February 27, 2019 [Docket No. 701] (the “**Interim Compensation**  
4 **Order**”), the *Guidelines for Compensation and Expense Reimbursement of Professionals and*  
5 *Trustees for the Northern District of California*, effective February 19, 2014 (the “**Local**  
6 **Guidelines**”), the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and*  
7 *Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11*  
8 *Cases*, effective November 1, 2013 (the “**UST Guidelines**”) and the *Revised Fee Examiner*  
9 *Protocol*, dated October 24, 2019 [Docket No. 4473] (as approved and modified by the *Second*  
10 *Amended Order Granting Fee Examiner’s Motion to Approve Fee Procedures*, dated January 30,  
11 2020 [Docket No. 5572] (the “**Second Amended Fee Procedures Order**”) (the “**Fee Examiner**  
12 **Protocol**,” and, together with the Local Guidelines, collectively, the “**Fee Guidelines**”).

13 4. The Interim Compensation Order provides that professionals may file a  
14 Monthly Fee Statement or a Consolidated Monthly Fee Statement (each as defined in the Interim  
15 Compensation Order) and serve it upon certain designated notice parties. If there is no objection  
16 within twenty-one (21) days after service of the Monthly Fee Statement or Consolidated Monthly  
17 Fee Statement, the Debtor is authorized to pay 80% of the fees (with the remaining 20% of the  
18 fees requested referred to herein as the “**Holdback Amount**”) and 100% of the expenses  
19 requested. If there is an objection to the Monthly Fee Statement or Consolidated Monthly Fee  
20 Statement, the Debtor is authorized to pay 80% of the fees and 100% of the expenses that are not  
21 subject to an objection.

22 5. On November 27, 2019, December 30, 2019, January 30, 2020 and  
23 February 28, 2020, Simpson Thacher filed and served, respectively, a Sixth Monthly Fee  
24 Statement covering the period from September 1, 2019 through and including September 30,  
25 2019 [Docket No. 4892] (the “**Sixth Monthly Fee Statement**”), a Seventh Monthly Fee  
26 Statement covering the period from October 1, 2019 through and including October 31, 2019  
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1 [Docket No. 5221] (the “**Seventh Monthly Fee Statement**”), an Eighth Monthly Fee Statement  
2 covering the period from November 1, 2019 through and including November 30, 2019 [Docket  
3 No. 5566] (the “**Eighth Monthly Fee Statement**”) and a Ninth Monthly Fee Statement covering  
4 the period from December 1, 2019 through and including December 31, 2019 [Docket No. 5958]  
5 (the “**Ninth Monthly Fee Statement**,” and collectively, the “**Monthly Fee Statements**”).

6           6. In the Monthly Fee Statements, Simpson Thacher requested payment of  
7 \$2,164,914.00 (80% of total fees, of which \$941,990.00 was in respect of representation of the  
8 Board under section 327(e) and \$1,222,204.00 was in respect of representation of the  
9 Independent Directors under section 363) as compensation for professional services and  
10 \$73,689.50 (100% of expenses, of which of which \$26,599.41 was in respect of representation of  
11 the Board under section 327(e) and \$47,090.09 was in respect of representation of the  
12 Independent Directors under section 363) as reimbursement for actual and necessary expenses.  
13 The total Holdback Amount for the Compensation Period is \$442,691.50 (20% of total fees not  
14 subject to an objection). The deadline for objections to the Sixth Monthly Fee Statement and  
15 Seventh Monthly Fee Statement passed on December 18, 2019 and January 20, 2020,  
16 respectively, and two objections were filed by the Public Employees Retirement Association of  
17 New Mexico (“**PERA**”) objecting to \$380,184.50 of the fees in the Sixth Monthly Fee Statement  
18 and to \$111,600.50 of the fees in the Seventh Monthly Fee Statement (the “**PERA Fee**  
19 **Objections**” and the total amounts disputed, the “**Objection Amount**”). The deadline for the  
20 Eighth Monthly Fee Statement passed on February 20, 2020, and no objections were filed. The  
21 deadline for the Ninth Monthly Fee Statement will pass on March 20, 2020, after the date of  
22 filing of this Application. Consistent with the Interim Compensation Order, Simpson Thacher  
23 currently seeks interim approval for the allowance and payment (to the extent not paid prior to  
24 the hearing on this Application) of all outstanding amounts requested under the Monthly Fee  
25 Statements, including the Holdback Amount and the Objection Amount, subject to final review  
26 and approval when Simpson Thacher submits its final fee application in these Chapter 11 Cases.  
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1 **Jurisdiction**

2 7. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C.  
3 §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper  
4 before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

5 **Background**

6 8. On January 29, 2019 (the “**Petition Date**”), each of the Debtors filed a  
7 petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are authorized to  
8 continue to operate their businesses as debtors in possession pursuant to sections 1107(a) and  
9 1108 of the Bankruptcy Code. The Debtors’ cases are being jointly administered for procedural  
10 purposes only pursuant to Bankruptcy Rule 1015.

11 9. On February 12, 2019, the Acting United States Trustee for Region 3 (the  
12 “**U.S. Trustee**”) appointed the Official Committee of Unsecured Creditors [Docket No. 409],  
13 which was amended on March 20, 2019 [Docket No. 962]. On February 15, 2019, the U.S.  
14 Trustee appointed the Official Committee of Tort Claimants [Docket No. 453], which was  
15 amended on February 21, 2019 [Docket No. 530].

16 10. Additional information regarding the events leading to these chapter 11  
17 cases is set forth in the *Amended Declaration of Jason P. Wells in Support of First Day Motions*  
18 *and Related Relief* [Docket No. 263].

19 11. Simpson Thacher was first engaged to represent the Independent Directors  
20 in December 2017 to (i) provide legal advice regarding legislation concerning dividends and  
21 related issues, (ii) represent the Independent Directors regarding alleged breaches of fiduciary  
22 duties and other claims arising out of the 2017 and 2018 wildfires and (iii) advise the  
23 Independent Directors in connection with a number of ongoing litigations and inquiries.

24 12. On April 2, 2019, the Debtors filed an application to retain Simpson  
25 Thacher as counsel for the Independent Directors under section 363 of the Bankruptcy Code (the  
26 “**Retention Application**”). After the filing of the Retention Application, Simpson Thacher was  
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1 also asked to represent the Board and the members of the Board from time to time in their  
2 capacities as members of the Board. The U.S. Trustee then requested that the retention of  
3 Simpson Thacher to represent the Board be approved under section 327(e) of the Bankruptcy  
4 Code. *See Supplemental Declaration of Michael H. Torkin in Support of the Motion Pursuant to*  
5 *11 U.S.C. §363 Authorizing Debtors to Pay the Fees and Expenses of Simpson Thacher &*  
6 *Bartlett LLP as Counsel to the Independent Directors of PG&E Corp. (as Modified as Described*  
7 *Herein)* [Docket No. 1802] (the “**STB Retention Declaration**”). The Retention Application, as  
8 modified, was approved by this Court on May 10, 2019 [Docket No. 1979] (the “**Retention**  
9 **Order**”). The Retention Order is attached hereto as **Exhibit A**.

10 13. The Retention Order authorizes the Debtors to employ and retain Simpson  
11 Thacher *nunc pro tunc* to January 29, 2019 as attorneys for the Board and Independent Directors  
12 in accordance with Simpson Thacher’s normal hourly rates and disbursement policies, as  
13 described in the Retention Application. Further, the Retention Order authorizes the Debtors (i)  
14 pursuant to section 327(e) of the Bankruptcy Code, to pay the reasonable fees of, and reimburse  
15 the reasonable and necessary expenses incurred by, Simpson Thacher in connection with the  
16 Board Representation (as defined in the Retention Order), including with respect to “all matters  
17 related to corporate governance” and “other related matters”; and (ii) pursuant to section 363, to  
18 pay the reasonable fees of, and reimburse the reasonable and necessary expenses incurred by,  
19 Simpson Thacher in connection the Independent Director Representation (as defined in the  
20 Retention Order), including with respect to “representation in ongoing litigation and regulatory  
21 inquiries,” “fact-gathering,” and “related matters.”

22 14. During the Compensation Period, Simpson Thacher filed and served the  
23 Monthly Fee Statements seeking (i) payment of \$2,705,242.50 as compensation for professional  
24 services rendered, of which \$491,785.00 has been objected to and \$442,691.50 was held back as  
25 the Holdback Amount; and (ii) \$73,689.50 as reimbursement for actual and necessary expenses  
26 incurred for the months covered by the Compensation Period. Simpson Thacher received one  
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1 objections to each of its Sixth and Seventh Monthly Fee Statements, and the deadline to object to  
2 its Ninth Monthly Fee Statement is March 20, 2020. As of the date of this Application,  
3 \$967,349.85 (representing 80% of the Sixth and Seventh Monthly Fee Statements that was not  
4 subject to the PERA Fee Objections, plus 100% of all expenses in the Sixth and Seventh  
5 Monthly Fee Statements) have been paid to Simpson Thacher.<sup>6</sup>

6 **Summary of Professional Compensation**  
7 **and Reimbursement of Expenses Requested**

8 15. Simpson Thacher seeks the interim allowance and payment of compensation for  
9 professional services performed during the Compensation Period in the amount of  
10 \$2,705,242.50, including the Holdback Amount of \$442,691.50 and the Objection Amount of  
11 \$491,785.00. Of the total amount of compensation requested, \$1,527,755.00 is being requested  
12 in connection with Simpson Thacher's Independent Director Representation pursuant to section  
13 363 of the Bankruptcy Code, and \$1,177,487.50 is being requested in connection with Simpson  
14 Thacher's Board Representation pursuant to section 327(e) of the Bankruptcy Code.

15 16. There is no agreement or understanding between Simpson Thacher and any other  
16 person, other than members of the firm, for the sharing of compensation to be received for  
17 services rendered in these Chapter 11 Cases. Except as otherwise described herein, no payments  
18 have heretofore been made or promised to Simpson Thacher for services rendered or to be  
19 rendered in any capacity whatsoever in connection with these Chapter 11 Cases.

20 17. The fees charged by Simpson Thacher in these cases are billed in accordance with  
21 Simpson Thacher's normal and existing billing rates and procedures in effect during the  
22  
23

24  
25 <sup>6</sup> The objection deadline for the Ninth Monthly Fee Statement is March 20, 2020. Once the deadline passes, Simpson  
26 Thacher expects that the Debtors will promptly remit compensation for 80% of fees that are not subject to an objection  
27 and 100% of expenses as requested in the Ninth Monthly Fee Statement.



1 Compensation Period. The rates charged by Simpson Thacher for professional and  
2 paraprofessional services in these Chapter 11 Cases are the same rates that Simpson Thacher  
3 charges for comparable bankruptcy and non-bankruptcy representations.<sup>7</sup> Such fees are  
4 reasonable based on the customary compensation by comparably skilled practitioners in  
5 comparable bankruptcy and non-bankruptcy cases in a competitive national legal market.  
6

7 18. Attached hereto as **Exhibit B** is a certification regarding Simpson Thacher's  
8 compliance with the Fee Guidelines.

9 19. Attached hereto as **Exhibit C** is a summary and comparison of the aggregate  
10 blended hourly rates billed by Simpson Thacher's timekeepers in all domestic offices to non-  
11 bankruptcy matters during the preceding year on a rolling 12 months year ending December 31,  
12 2019 and the blended hourly rates billed to the Debtors during the Compensation Period.  
13

14 20. With respect to the Independent Director Representation, Simpson Thacher  
15 discussed its rates, fees and staffing with the Independent Directors and Debtors at the outset of  
16 these Chapter 11 Cases. A summary of Simpson Thacher's budget is attached hereto as **Exhibit**  
17 **D**. Simpson Thacher estimated its fees for the Compensation Period in connection with the  
18 Independent Director Representation would be approximately \$3,052,000, and the fees sought  
19 for the Compensation Period are less than that estimate.  
20

21 21. With respect to the Board Representation, professional services were or are being  
22 provided on the basis of specific assignments, and accordingly no budget was prepared.

23 However, as set forth in the Retention Motion and the STB Retention Declaration, Simpson  
24 Thacher's rates, fees and staffing for the Board Representation are the same as those used in  
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26 <sup>7</sup> By agreement with the Debtors, Simpson Thacher deferred implementation of normal step rate increases for attorneys  
27 advancing in seniority, which increases customarily would have taken effect in September.  
28

1 connection with the Independent Director Representation. Simpson Thacher will prepare a  
2 budget in connection with the Board Representation if the Board so requests.

3           22. The attorneys and paraprofessionals assigned to this matter were necessary to  
4 assist with the Board's and Independent Directors' exercise of their fiduciary duties to the  
5 Debtors, the preservation of the Debtors' estates, and the other matters described herein. The  
6 Debtors are aware of the complexities of these cases, the number of issues to be addressed, the  
7 various disciplines and specialties involved in Simpson Thacher's representation, and the number  
8 of factors arising in these cases impacting staffing needs. Simpson Thacher has coordinated  
9 closely with the Debtors' professionals to ensure there has been no duplication of efforts with  
10 respect to any legal matters impacting the Debtors in or outside of these Chapter 11 Cases.  
11

12           23. The compensation and fees sought are reflected in the Monthly Fee Statements  
13 and are set forth therein and in **Exhibits E, F and H**. **Exhibit E** attached hereto sets forth: (a) the  
14 name of each professional and paraprofessional who rendered services and his or her area of  
15 practice; (b) whether each professional is a partner, counsel, associate or paraprofessional in the  
16 firm; (c) the year that each professional was licensed to practice law; (d) the practice group or  
17 specialty of the professional; (e) the number of hours of services rendered by each professional  
18 and paraprofessional; and (f) the hourly rate charged by Simpson Thacher for the services of  
19 each professional and paraprofessional. **Exhibit F** contains a summary of Simpson Thacher's  
20 hours billed using project categories (or "task codes") described therein. **Exhibit H** sets forth the  
21 detailed time entries by Simpson Thacher partners, counsel, associates and paraprofessionals,  
22 contemporaneously recorded in increments of one-tenth of an hour. Simpson Thacher also  
23 maintains computerized records of the time spent by all Simpson Thacher attorneys and  
24 paraprofessionals in connection with these Chapter 11 Cases. Copies of these computerized  
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1 records in LEDES format have been furnished to the Debtors, the U.S. Trustee and the Fee  
2 Examiner in the format specified in the Fee Guidelines.

3           24. Simpson Thacher also hereby requests reimbursement of \$73,689.50 for actual  
4 and necessary costs and expenses incurred in rendering services to the Board and Independent  
5 Directors. Of the total amount of costs and expenses sought, \$47,090.09 is being requested for  
6 reimbursement in connection with Simpson Thacher's Independent Director Representation  
7 pursuant to section 363 of the Bankruptcy Code, and \$26,599.41 is being requested for  
8 reimbursement in connection with Simpson Thacher's Board Representation pursuant to section  
9 327(e) of the Bankruptcy Code. The costs and expenses sought are described in the Sixth  
10 through Ninth Monthly Fee Statements and are set forth therein and in **Exhibit G** which sets  
11 forth a summary of costs and expenses incurred during the Compensation Period, and **Exhibit I**,  
12 which sets forth an itemized schedule of all such costs and expenses.

13           25. To the extent that time or disbursement charges for services rendered or  
14 disbursements incurred relate to the Compensation Period, but were not processed prior to the  
15 preparation of this Application, Simpson Thacher reserves the right to request compensation for  
16 such services and reimbursement of such expenses in a future application.

17  
18  
19                           **Summary of Services Performed by Simpson Thacher**  
20                           **During the Compensation Period**

21           26. As described above, during the Compensation Period, Simpson Thacher rendered  
22 substantial professional services to the Board and Independent Directors in connection with  
23 ongoing litigation, the exercise of their fiduciary duties to the Debtors and their stakeholders, the  
24 protection of the Board's and Independent Directors' interests and other matters relating to these  
25 Chapter 11 Cases. The following is a summary of the professional services rendered by Simpson  
26

1 Thacher during the Compensation Period, organized in accordance with Simpson Thacher’s  
2 internal system of task codes.<sup>8</sup>

3 a. Corporate Governance and Board Matters (Task Code: BCG)

4 Fees: \$1,088,070.00; Total Hours: 879.70

- 5 i. Attended and provided legal advice during in-person and  
6 telephonic Board, committee and sub-committee meetings, and  
7 prepared presentations and reviewed and provided comments with  
8 respect to Board and committee materials;
- 9 ii. Advised in connection with Directors & Officers insurance (“**D&O**  
10 **Insurance**”) issues, including reviewing current policies and  
11 preparing overviews and analyses, engaging in discussions with  
12 insurance providers and risk management personnel regarding  
13 policy terms and conditions;
- 14 iii. Reviewed and commented on responses to requests and  
15 submissions by California Public Utilities Commission (“**CPUC**”),  
16 submissions to Judge Alsup, and other filings;
- 17 iv. Engaged in discussions, advised on strategy and process,  
18 conducted diligence, conducted legal and factual research,  
19 prepared presentations and other written materials, and participated  
20 in calls and meetings regarding numerous issues including Director  
21 compensation, fiduciary duties, insurance coverage, and the  
22 bankruptcy process, including the Debtors’ Plan, exit financing  
23 and restructuring settlements with subrogation claimholders and  
24 tort claimants;
- 25 v. Advised on strategy, process and substance with respect to  
26 strategic alternatives and financing commitments; and
- 27 vi. Reviewed and commented on various SEC filings.

28 b. Court Hearings (Task Code: BCH)

Fees: \$17,484.00; Total Hours: 15.30

- i. Prepared for and attended hearings regarding case status,  
estimation, exclusivity, approval of settlements, wildfires and  
other matters.

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<sup>8</sup> Certain services rendered may overlap between more than one task code. If a task code does not appear below, then Simpson Thacher did not bill significant, if any, time to that task code during the Compensation Period.

- 1 c. Claims Administration and Objections (Task Code: BCM)  
2 Fees: \$66,212.00; Total Hours: 77.40
- 3 i. Research regarding and preparation and filing of proofs of claim  
4 for Directors.
- 5 d. Fee/Employment Applications (Task Code: BFA)  
6 Fees: \$138,593.00; Total Hours: 127.60
- 7 i. Reviewed billing records and prepared required monthly fee  
8 statements and interim fee applications.
- 9 ii. Researched and participated in discussions regarding revised  
10 protocol with Fee Examiner.
- 11 iii. Reviewed all applicable fee guidelines and updated internal  
12 systems and coding as necessary for developments regarding  
13 retention and billing matters in connection with these Chapter 11  
14 Cases.
- 15 e. Fee/Employment Objections (Task Code: BFO)  
16 Fees: \$16,744.00; Total Hours: 15.10
- 17 i. Reviewed the PERA Objections to Monthly Fee Statements,  
18 conducted research with respect thereto, prepared responses and  
19 proposed timetable for addressing objections.
- 20 f. Plan/Disclosure Statement (Task Code: BPL)  
21 Fees: \$740,962.00; Total Hours: 500.70
- 22 i. Reviewed and researched, conducted diligence and provided  
23 analysis and advice regarding exclusivity and termination thereof,  
24 chapter 11 plan proposals, proposed settlement term sheets, equity  
25 commitments and funding alternatives and reviewed and  
26 commented on drafts of Plan and Plan documentation.
- 27 ii. Attended and provided legal advice during in-person and  
28 telephonic Board, committee and sub-committee meetings  
regarding chapter 11 plan proposals, restructuring support  
agreements, equity commitments, other funding alternatives and  
related matters.

1 g. Fact Investigation & Development (Task Code: L110)

2 Fees: \$41,557.00; Total Hours: 57.10

- 3 i. Conducted fact analysis in connection with inquiries from  
4 Independent Directors, North Bay Fires hearings and Tubbs  
5 hearings, including conducting document review, preparing written  
6 summaries and analysis of work product, preparing various court  
7 submissions, and communicating with Independent Directors and  
8 other advisors regarding analysis and review.

9 h. Pre-Trial Pleadings and Motions (Task Code: L200)

10 Fees: \$566,239.00; Total Hours: 604.80

- 11 i. Reviewed case dockets and filings and engaged in general  
12 coordination and case administration.
- 13 ii. Researched, conducted diligence, engaged in various meetings and  
14 communications and drafted motion to dismiss and related court  
15 submissions in connection with securities litigation.

16 27. The foregoing is merely a summary of the professional services rendered by  
17 Simpson Thacher during the Compensation Period. The professional services performed by  
18 Simpson Thacher were necessary and appropriate to the representation of the Board and  
19 Independent Directors, including in connection with these Chapter 11 Cases, and were in the best  
20 interests of the Board, the Independent Directors and the Debtors and their estates. The services  
21 provided by Simpson Thacher to the Board and Independent Directors were separate from and  
22 not duplicative of any of the services provided to the Debtors by their professionals. The  
23 compensation requested for Simpson Thacher's services is commensurate with the complexity,  
24 importance and nature of the issues and tasks involved.

25 28. The professional services rendered by partners, counsel and associates of Simpson  
26 Thacher were rendered primarily by the Litigation, Corporate, Executive Compensation and  
27 Executive Benefits, and Bankruptcy and Restructuring Departments. Simpson Thacher has an  
28

1 esteemed and nationally recognized reputation for its expertise in these fields, particularly in  
2 connection with the representation of boards of directors in challenging and complex matters.

3 29. During the Compensation Period, a total of 2,303.60 hours were expended by  
4 attorneys and paraprofessionals at Simpson Thacher in connection with the aforementioned  
5 services performed. 1,510.70 hours were spent on the Independent Director Representation  
6 pursuant to section 363 of the Bankruptcy Code, and 792.90 hours were spent on the Board  
7 Representation pursuant to section 327(e) of the Bankruptcy Code. In the aggregate, the partners  
8 and counsel of Simpson Thacher accounted for 1,268.30 hours (approximately 55% of time),  
9 associates accounted for 960.60 hours (approximately 41% of time), and paraprofessionals and  
10 miscellaneous timekeepers accounted for 74.70 hours (approximately 3% of time).

11  
12 30. During the Compensation Period, Simpson Thacher billed for time expended by  
13 attorneys based on hourly rates ranging from \$590 to \$1,640 per hour for attorneys. Allowance  
14 of compensation in the amount requested herein would result in a blended hourly rate for  
15 attorneys of approximately \$1,199.79, and a blended rate for all professionals and  
16 paraprofessionals of approximately \$1,174.35.

17  
18 31. Consistent with the Second Amended Fee Procedures Order, Simpson Thacher  
19 has capped Non-Working Travel Time (with respect to airplane travel only) at two hours per  
20 airplane trip for billing purposes as of October 1, 2019. However, prior to the approval of the  
21 Fee Examiner Protocol, Simpson Thacher had discounted Non-Working Travel Time by 50%,  
22 which is reflected in the Sixth Monthly Fee Statement.

23  
24 **Actual and Necessary Disbursements of Simpson Thacher**

25 32. Simpson Thacher has disbursed \$73,689.50 as expenses incurred in providing  
26 professional services during the Compensation Period. These expenses were reasonable and  
27

1 necessary and were essential to, among other things, participate in necessary meetings or  
2 hearings, timely respond to client or counsel inquiries and provide effective representation in  
3 ongoing regulatory and litigation-related matters. The costs and expenses are not incorporated  
4 into Simpson Thacher's hourly billing rates because it is Simpson Thacher's policy to charge  
5 such costs and expenses to those clients requiring such expenditures in connection with the  
6 services rendered to them.

7  
8 33. Simpson Thacher began applying the rates and guidelines as set forth in the Fee  
9 Examiner Protocol as of October 24, 2019. The amounts for which Simpson Thacher is seeking  
10 reimbursement for reasonable meal and transportation costs are thus consistent with the Fee  
11 Guidelines. Additionally, as of October 24, 2019, Simpson Thacher charged for disbursements  
12 in accordance with the Fee Guidelines. With respect to photocopying and duplicating expenses,  
13 reimbursement for costs is at an average rate of \$.20 per page. Computer-assisted legal research,  
14 court conferencing participation and mail services are charged at actual cost. Only clients who  
15 use services of the types set forth in **Exhibits G and I** are separately charged for such services.

16  
17 34. Simpson Thacher has made every effort to minimize its disbursements in these  
18 Chapter 11 Cases. The actual expenses incurred in providing professional services were  
19 reasonable, necessary and justified under the circumstances.

20  
21 **Basis for Allowance of Requested Compensation and Reimbursement**

22 35. With respect to the Board Representation, section 331 of the Bankruptcy Code  
23 provides for the interim compensation of professionals pursuant to the standards set forth in  
24 section 330 governing the Court's award of any such compensation. 11 U.S.C. § 331. Section  
25 330 provides that a professional employed under section 327 of the Bankruptcy Code may be  
26  
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28



1 awarded “reasonable compensation for actual, necessary services rendered [and] reimbursement  
2 for actual, necessary expenses.” 11 U.S.C. § 330(a)(1).

3 36. Section 330 further provides that, “[i]n determining the amount of reasonable  
4 compensation to be awarded to [a] professional person, the court shall consider the nature, the  
5 extent and the value of such services, taking into account” the following factors:

- 6
- 7 i. Time spent on the services performed;
  - 8 j. Rates charged for the services performed;
  - 9 k. Whether the services performed were necessary to the  
10 administration of, or beneficial at the time at which the  
11 service was rendered toward the completion of the  
12 applicable chapter 11 case;
  - 13 l. Whether the services were performed in a reasonable  
14 amount of time “commensurate with the complexity,  
15 importance, and nature of the problem, issue, or task  
16 addressed”;
  - 17 m. Whether the professional is board certified or otherwise has  
18 demonstrated skill and experience in bankruptcy; and
  - 19 n. Whether the compensation is reasonable based on the  
20 customary compensation charged by comparably skilled  
21 practitioners in cases other than chapter 11 cases.

22 37. With respect to the Independent Director Representation, section 363 of the  
23 Bankruptcy Code applies. Section 363(b) of the Bankruptcy Code provides that a debtor in  
24 possession “after notice and a hearing, may use, sell or lease, other than in the ordinary course of  
25 business, property of the estate.” 11 U.S.C. § 363. In considering whether to approve use of  
26 estate property under section 363(b), the bankruptcy judge examines whether there is a sound  
27 business purpose for the proposed use and in doing so, “should consider all salient factors  
28 pertaining to the proceeding and, accordingly, act to further the diverse interests of the debtor,  
creditors and equity holders, alike.” *Walter v. Sunwest Bank (In re Walter)*, 83 B.R. 14, 19 (9th

1 Cir. BAP 1988). Courts have found business justification for and approved the payment of fees  
2 and expenses of counsel for a debtor's independent directors pursuant to section 363. *See, e.g.,*  
3 *In re SunEdison, Inc.*, No. 16-10992 (SMB) (Bankr. S.D.N.Y. July 13, 2016) [ECF No. 764]; *In*  
4 *re Sabine Oil & Gas Corp.*, No. 15-11835 (SCC) (Bankr. S.D.N.Y. Nov. 5, 2015) [ECF No.  
5 485]. The Debtors explained in the Retention Motion that (i) the Debtors' Articles of  
6 Incorporation and board resolutions authorize the payment of the fees and expenses of  
7 professionals for the Independent Directors, and (ii) it is common for a company the size of the  
8 Debtors to engage and pay for separate counsel to provide independent advice to its directors,  
9 and asserted that the retention of Simpson Thacher by the Board and the payment of its  
10 reasonable fees and expenses were an exercise of the Debtor's sound business judgment.

11  
12 38. Simpson Thacher submits that the services for which it seeks compensation and  
13 the expenditures for which it seeks reimbursement in this Application were necessary for and  
14 beneficial to, among other things, the Board's and the Independent Directors' exercise of their  
15 fiduciary duties, the need for the Board and Independent Directors to continue receiving  
16 objective and independent legal advice, and the protection of their interests in these unique and  
17 challenging circumstances. Specifically, during the Compensation Period, Simpson Thacher has  
18 represented and advised the Board and Independent Directors in connection with (i) these  
19 Chapter 11 Cases and key aspects of the bankruptcy process, including the estimation of  
20 wildfire-related claims, the restructuring settlements with subrogation claimholders and tort  
21 claimants, the obtaining of backstop commitments and exit financing, discussions with the  
22 Governor's Office and the analysis of various chapter 11 plan proposals; (ii) regulatory, judicial  
23 and other proceedings concerning the conduct of the Debtors, the Board or the Independent  
24 Directors; (iii) derivative shareholder and securities litigation and related issues; (iv) the exercise  
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1 of the Board's and the Independent Directors' fiduciary duties to the Debtors and their  
2 stakeholders; (v) director liability and indemnification matters; (vi) director and officer  
3 compensation matters; and (vii) general corporate governance matters applicable to the board of  
4 directors and management. Additionally, during the Compensation Period, Simpson Thacher  
5 reviewed and advised on SEC disclosures; attended and provided legal advice during in-person  
6 and telephonic board and committee meetings; reviewed and commented on various pleadings  
7 and motions filed in connection with, among other things, the categories listed in this paragraph  
8 39, and advised the Board and Independent Directors on appropriate courses of action; and  
9 drafted or participated in the drafting of all necessary motions, applications, stipulations, orders,  
10 responses and other papers in support of the positions or interests of the Board and Independent  
11 Directors.  
12

13  
14 39. Simpson Thacher not only has extensive experience in representing directors in  
15 such complex situations, but it also had an established history with the Independent Directors  
16 prior to the Petition Date regarding many of the matters referenced herein. The compensation  
17 and reimbursement requested herein are reasonable in light of the nature, extent and value of  
18 such services to the Board and Independent Directors, and accordingly, should be approved.  
19

20 **The PERA Fee Objections Should be Overruled**

21 40. PERA objects to \$491,785.00 of fees reported in the Sixth and Seventh Monthly  
22 Fee Statements primarily on the grounds that the disputed fees are for services rendered to the  
23 Independent Directors in connection with the Securities Litigation and that the Debtors are not  
24 authorized to pay such fees under the Retention Order. As a threshold matter, PERA is incorrect  
25 regarding the Retention Order, which expressly authorizes the Debtors to pay Simpson Thacher's  
26 fees for services rendered in connection with its representation of the Independent Directors in  
27

1 “ongoing litigation,” which includes the Securities Litigation. Moreover, the PERA Fee  
2 Objections incorrectly classify certain Simpson Thacher time entries as relating directly to the  
3 Securities Litigation. Such fees are not Securities Litigation fees but rather fees for legal advice  
4 and analysis provided to the Board and Independent Directors regarding matters related to D&O  
5 Insurance and/or these Chapter 11 Cases. For these reasons, among others, Simpson Thacher  
6 requests that the PERA Fee Objections be overruled. Simpson Thacher will file separate papers  
7 further responding to the PERA Fee Objections prior to any hearing on this Third Interim Fee  
8 Application and reserves all rights with respect thereto.

9  
10 **Notice and Objections**

11 41. Notice of this Application has been provided to parties in interest (the “**Notice**  
12 **Parties**”) in accordance with the Interim Compensation Order, and a joint notice of hearing on  
13 this Application and other interim compensation applications will be filed as determined by the  
14 Fee Examiner with this Court and served upon all parties that have requested notice in these  
15 chapter 11 cases pursuant to Bankruptcy Rule 2002. Such notice is sufficient and no other or  
16 further notice need be provided.

17  
18 42. In accordance with the Interim Compensation Order, responses and objections to  
19 this Application, if any, must be filed and served on Simpson Thacher and the Notice Parties on  
20 or before 4:00 pm on the 20<sup>th</sup> day (or the next business day if such day is not a business day)  
21 following the date this Application is served.

22  
23 **Conclusion**

24 43. Simpson Thacher respectfully requests that the Court enter an Order (i) allowing  
25 on an interim basis Simpson Thacher’s compensation for professional services rendered during  
26 the Compensation Period in the amount of \$2,705,242.50, consisting of the \$491,785.00  
27

1 Objection Amount, the \$1,770,766.00 undisputed fees requested in the Monthly Fee Statements  
2 and the \$442,691.50 Holdback Amount; and reimbursement for actual and necessary costs and  
3 expenses incurred during the Compensation Period in the amount of \$73,689.50,<sup>9</sup> and that such  
4 allowance be without prejudice to Simpson Thacher's rights to seek additional compensation for  
5 services performed and expenses incurred during the Compensation Period that were not  
6 processed in time to be included in this Application, if any, and (ii) grant such other and further  
7 relief and this Court deems just.  
8

9  
10  
11 Dated: March 16, 2020

Respectfully submitted,

12 /s/ Jonathan C. Sanders

Nicholas Goldin

Kathrine A. McLendon

Jamie J. Fell

13  
14  
15 SIMPSON THACHER & BARTLETT LLP

16 *Counsel for the Board of Each of PG&E*  
17 *Corporation and Pacific Gas and Electric*  
18 *Company and for Certain Current and Former*  
19 *Independent Directors*  
20  
21  
22  
23  
24

25 \_\_\_\_\_  
26 <sup>9</sup> As noted above, the objection deadline with respect to Simpson Thacher's Ninth Monthly Fee Statement is March  
27 20, 2020. Once the deadline passes, Simpson Thacher expects that the Debtors will promptly remit compensation for  
28 80% of fees that are not subject to an objection and 100% of expenses as requested in the Ninth Monthly Fee Statement.

**NOTICE PARTIES**

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PG&E Corporation  
c/o Pacific Gas & Electric Company  
77 Beale Street  
San Francisco, CA 94105  
Attn: Janet Loduca, Esq.

Weil Gotshal & Manges  
767 Fifth Avenue  
New York, NY 10153-0119  
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Keller & Benvenuti LLP  
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Jane Kim, Esq.

The Office of the United States Trustee for Region 17  
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Gregory A. Bray, Esq.,  
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Entered on Docket  
May 10, 2019

EDWARD J. EMMONS, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA



Signed and Filed: May 10, 2019

DENNIS MONTALI  
U.S. Bankruptcy Judge

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2 (stephen.karotkin@weil.com)  
Ray C. Schrock, P.C. (*pro hac vice*)  
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Jane Kim (#298192)  
10 (jkim@kellerbenvenuti.com)  
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11 San Francisco, CA 94108  
Tel: 415 496 6723  
12 Fax: 650 636 9251

13 *Attorneys for Debtors  
and Debtors in Possession*

14 UNITED STATES BANKRUPTCY COURT  
15 NORTHERN DISTRICT OF CALIFORNIA  
16 SAN FRANCISCO DIVISION

16 **In re:**  
17 **PG&E CORPORATION,**  
18 **- and -**  
19 **PACIFIC GAS AND ELECTRIC**  
20 **COMPANY,**  
21 **Debtors.**

Bankruptcy Case  
No. 19-30088 (DM)  
Chapter 11  
(Lead Case)  
(Jointly Administered)

- 22  Affects PG&E Corporation
- 23  Affects Pacific Gas and Electric Company
- 24  Affects both Debtors

**ORDER AUTHORIZING DEBTORS TO  
PAY THE FEES AND EXPENSES OF  
SIMPSON THACHER & BARTLETT LLP  
PURSUANT TO 11 U.S.C. § 327(e) AS  
COUNSEL TO THE BOARD OF  
DIRECTORS OF EACH OF PG&E  
CORPORATION AND PACIFIC GAS AND  
ELECTRIC COMPANY AND PURSUANT  
TO 11 U.S.C. § 363 AS COUNSEL TO  
CERTAIN CURRENT AND FORMER  
INDEPENDENT DIRECTORS**

25 \* *All papers shall be filed in the Lead Case,*  
26 *No. 19-30088 (DM).*

1 Upon the Motion, dated April 2, 2019 (the “**Motion**”)<sup>1</sup> of PG&E Corporation (“**PG&E Corp.**”)  
2 and Pacific Gas and Electric Company (the “**Utility**”), as debtors and debtors in possession (collectively,  
3 “**PG&E**” or the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”),  
4 pursuant to section 363(b) of title 11 of the United States Code (the “**Bankruptcy Code**”), for  
5 authorization to pay the reasonable fees and expenses of Simpson Thacher & Bartlett LLP (“**Simpson**  
6 **Thacher**”) as counsel to the Board of Directors (the “**Board**”) of each of PG&E Corporation and Pacific  
7 Gas and Electric Company and as counsel to certain current and former Independent Directors (as  
8 defined below), pursuant to the terms set forth in the Motion and the *Supplemental Declaration of*  
9 *Michael H. Torkin in Support of the Motion Pursuant to 11 U.S.C. § 363(b) Authorizing Debtors to Pay*  
10 *the Fees and Expenses of Simpson Thacher & Bartlett LLP as Counsel to the Independent Directors of*  
11 *PG&E (As Modified as Described Herein)* (the “**Supplemental STB Declaration**”); and upon  
12 consideration of the *Declaration of Michael H. Torkin in Support of the Motion Pursuant to 11 U.S.C.*  
13 *§ 363(b) Authorizing Debtors to Pay the Fees and Expenses of Simpson Thacher & Bartlett LLP as*  
14 *Counsel to the Independent Directors of PG&E Corp.* (the “**Torkin Declaration**”), the Supplemental  
15 Declaration and the *Declaration of Nora Mead Brownell in Support of the Motion Pursuant to 11 U.S.C.*  
16 *§ 363(b) Authorizing Debtors to Pay the Fees and Expenses of Simpson Thacher & Bartlett LLP as*  
17 *Counsel to the Independent Directors of PG&E (As Modified as Described in the Supplemental STB*  
18 *Declaration)* (the “**Brownell Declaration**”); and upon the request of the Office of the U.S. Trustee that  
19 Simpson Thacher be retained as counsel for the Board pursuant to 11 U.S.C. § 327(e); and this Court  
20 having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157  
21 and 1334, and the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General  
22 Order 24 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the  
23 Northern District of California (the “**Bankruptcy Local Rules**”); and consideration of the Motion and  
24 the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being  
25 proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the  
26 Motion having been provided to the parties listed therein, and it appearing that no other or further notice  
27

---

28 <sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.



1 need be provided; and this Court having reviewed the Motion, the Torkin Declaration, the Supplemental  
2 STB Declaration and the Brownell Declaration; and a hearing having been noticed to consider the relief  
3 requested in the Motion (the “**Hearing**”); and upon the record of the Hearing (if any was held) and all  
4 of the proceedings had before the Court; and the Court having found and determined that the relief  
5 sought in the Motion is in the best interests of the Debtors, their estates, creditors, shareholders and all  
6 parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the  
7 relief granted herein; and after due deliberation and sufficient cause appearing therefor,

8 **IT IS HEREBY ORDERED THAT:**

9 1. The Motion is granted as provided herein.

10 2. Pursuant to the terms of this Order and effective as of the Petition Date, the  
11 Debtors are authorized (i) pursuant to section 327(e) of the Bankruptcy Code, to pay reasonable fees  
12 and compensation to, and reimburse reasonable and necessary expenses of, Simpson Thacher as counsel  
13 to the Board, as it may be constituted from time to time, and to the members of the Board from time to  
14 time in their capacities as members of the Board (the “**Board Representation**”), and (ii) pursuant to  
15 section 363 of the Bankruptcy Code, to pay reasonable fees and compensation to, and reimburse  
16 reasonable and necessary expenses of, Simpson Thacher as counsel to certain current and former  
17 independent directors in their individual capacities who serve or served as independent directors prior  
18 to and/or as of the Filing Date (each an “**Independent Director**” and collectively, the “**Independent**  
19 **Directors**”) (the “**Independent Director Representation**”).

20 3. Subject to the Court’s approval, the Debtors shall pay the reasonable fees of, and  
21 reasonable and necessary expenses incurred by, Simpson Thacher (A) in the Board Representation with  
22 respect to (i) all matters related to corporate governance, and (ii) other related matters and (B) in the  
23 Independent Director Representation with respect to (i) representation in ongoing litigation and  
24 regulatory inquiries, including matters involving the California Public Utilities Commission, (ii) fact-  
25 gathering, and (iii) related matters.

26 4. With respect to both the Board Representation and the Independent Director  
27 Representation, Simpson Thacher shall apply for compensation and reimbursement of expenses in  
28 compliance with the *Order Pursuant to 11 U.S.C. §§ 331 and 105(a) and Fed. R. Bankr. P. 2016 for*

1 *Authority to Establish Procedures for Interim Compensation and Reimbursement of Expenses for*  
2 *Professionals* (the “**Interim Compensation Order**”) [Docket No. 701], applicable provisions of the  
3 Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable  
4 procedures and orders of the Court.

5 5. In connection with any increases in Simpson Thacher’s rates, Simpson Thacher  
6 shall provide reasonable notice to the Debtors, the Official Committee of Unsecured Creditors (the  
7 “**Committee**”), the Official Committee of Tort Claimants (the “**TCC**” and together with the Committee,  
8 the “**Committees**”) and the U.S. Trustee. The notice shall certify that the Debtors have consented to  
9 the requested rate increases.

10 6. Nothing contained herein shall prejudice, in any way, the right of any current or  
11 former member of the Board of Directors of either Debtor, including any Independent Director, from  
12 seeking and obtaining indemnification, advancement, reimbursement or other coverage under any  
13 insurance policies, including D&O policies, related to such director’s service on the Board of Directors  
14 of either Debtor or from filing a proof of claim against either Debtor.

15 7. Notice of the Motion as provided therein is deemed good and sufficient notice of  
16 the Motion.

17 8. This Order shall only apply to the retention of Simpson Thacher, and the retention  
18 of any additional counsel by the Debtors or any other party on behalf of the Independent Directors shall  
19 be the subject of an additional retention application filed in accordance with the *Order Implementing*  
20 *Certain Notice and Case Management Procedures* [Docket no. 759]. The Committee reserves all rights  
21 with respect to any such additional application.

22 9. This Court shall retain jurisdiction to hear and determine all matters arising from  
23 or relating to the implementation, interpretation, or enforcement of this Order.

24 \*\* END OF ORDER \*\*  
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**Exhibit B**

**Certification of Nicholas Goldin**

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**Simpson Thacher & Bartlett LLP**  
425 Lexington Ave  
New York, NY 10017

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Nicholas Goldin  
Kathrine A. McLendon  
Jamie J. Fell  
SIMPSON THACHER & BARTLETT LLP  
425 Lexington Avenue  
New York, NY 10017  
Telephone: (212) 455-2000  
Facsimile: (212) 455-2502

*Counsel for the Board of Each of PG&E Corporation  
and Pacific Gas and Electric Company and for  
Certain Current and Former Independent Directors*

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**

**PG&E CORPORATION,**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

**Debtors.**

- Affects PG&E Corporation
- Affects Pacific Gas and Electric Company
- Affects both Debtors

*\* All papers shall be filed in the Lead Case No.  
19-30088 (DM).*

Bankruptcy Case  
No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**CERTIFICATION OF NICHOLAS GOLDIN  
IN SUPPORT OF THIRD INTERIM  
APPLICATION OF SIMPSON THACHER &  
BARTLETT LLP FOR ALLOWANCE AND  
PAYMENT OF COMPENSATION AND  
REIMBURSEMENT OF EXPENSES FOR  
THE PERIOD OF SEPTEMBER 1, 2019  
THROUGH DECEMBER 31, 2019**

Simpson Thacher & Bartlett LLP  
425 Lexington Ave  
New York, NY 10017

1 I, Nicholas Goldin, hereby certify that:

2 1. I am a partner with the applicant firm, Simpson Thacher & Bartlett LLP  
3 (“**Simpson Thacher**”), and involved in Simpson Thacher’s representation of (i) the Board of  
4 Directors (the “**Board**”) of each of PG&E Corporation and Pacific Gas and Electric Company  
5 (the “**Debtors**”), as the Board may be constituted from time to time, and for the members of the  
6 Board from time to time in their capacities as members of the Board, and (ii) certain current and  
7 former independent directors in their individual capacities who serve or served as independent  
8 directors prior to and/or as of the Petition Date (as defined below) (each an “**Independent**  
9 **Director**” and collectively, the “**Independent Directors**”) in connection with the above-  
10 referenced chapter 11 cases (the “**Chapter 11 Cases**”).

11 2. I am familiar with the *Order Pursuant to 11 U.S.C. §§ 331 and 105(a) and*  
12 *Fed. R. Bankr. P. 2016 for Authority to Establish Procedures for Interim Compensation and*  
13 *Reimbursement of Expenses of Professionals dated February 27, 2019* [Docket No. 701] (the  
14 “**Interim Compensation Order**”), the *Guidelines for Compensation and Expense*  
15 *Reimbursement of Professionals and Trustees for the Northern District of California effective*  
16 *February 19, 2014* (the “**Local Guidelines**”), the *U.S. Trustee Guidelines for Reviewing*  
17 *Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by*  
18 *Attorneys in Larger Chapter 11 Cases, effective November 1, 2013* (the “**UST Guidelines**”), and  
19 the *Revised Fee Examiner Protocol* dated October 24, 2019 [Docket No. 4473] ] (as approved  
20 and modified by the *Second Amended Order Granting Fee Examiner’s Motion to Approve Fee*  
21 *Procedures*, dated January 30, 2020 [Docket No. 5572] (the “**Second Amended Fee Procedures**  
22 **Order**”) (the “**Fee Examiner Protocol**,” and, together with the Local Guidelines, collectively,  
23 the “**Fee Guidelines**”).

24 3. This Certification is made in connection with Simpson Thacher’s third  
25 interim fee application, dated March 16, 2020 (the “**Application**”)<sup>1</sup> for allowance and payment

26 \_\_\_\_\_  
27 <sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

1 of compensation and reimbursement of expenses for the period commencing September 1, 2019  
2 through and including December 31, 2019 (the “**Compensation Period**”).

3 4. Pursuant to the Local Guidelines, I certify that:

4 a. I have read the Application

5 b. To the best of my knowledge, information and belief formed after  
6 reasonable inquiry, except as set forth in the Application, the fees and  
disbursements sought are consistent with the Fee Guidelines;

7 c. The fees and disbursements sought are billed at rates in accordance with  
8 those generally charged by Simpson Thacher and generally accepted by  
Simpson Thacher’s clients.

9 5. I certify that the Debtors, counsel for each of the Official Committees, and  
10 the U.S. Trustee are each being provided with a copy of the Application in accordance with the  
11 Interim Compensation Order.

12 6. Exhibit C to the Application compares the blended hourly rate billed by  
13 attorneys and paraprofessionals in Simpson Thacher’s domestic offices to non-bankruptcy  
14 matters during the preceding year on a rolling 12 months year ending December 31, 2019 with  
15 blended hourly rate billed by attorneys and paraprofessionals to the Debtors in connection with  
16 the Chapter 11 Cases during the Compensation Period. Simpson Thacher does not charge a  
17 premium for bankruptcy related services as compared to other services.  
18

19 7. Simpson Thacher responds to the questions identified in the UST  
20 Guidelines as follows:  
21

22 8. Question 1: Did Simpson Thacher agree to any variations from, or  
23 alternatives to, Simpson Thacher's standard or customary billing rates, fees or terms for services  
24 pertaining to this engagement that were provided during the Compensation Period? If so, please  
25 explain.  
26  
27  
28

1 a. Answer: Yes. By agreement with the Debtors, Simpson Thacher deferred  
2 implementation of its normal step rate increases for attorneys advancing in  
3 seniority, which increases customarily would have taken effect in  
4 September. Instead, the billing rates for attorneys have remained  
5 unchanged since Simpson Thacher's retention.  
6

7 9. Question 2: If the fees sought in the Application as compared to the fees  
8 budgeted for the time period covered by the Application are higher by 10% or more, did  
9 Simpson Thacher discuss the reasons for the variation with the client?

10 a. Answer: The fees sought in the Application do not exceed by 10% or more  
11 the aggregate fees budgeted for Simpson Thacher for the Compensation  
12 Period.  
13

14 10. Question 3: Have any of the professionals included in the Application  
15 varied their hourly rate based on geographic location of the Chapter 11 Cases?

16 a. Answer: No.

17 11. Question 4: Does the Application include time or fees related to reviewing  
18 or revising time records or preparing, reviewing or revising invoices? If so, please quantify by  
19 hours and fees.  
20

21 a. Answer: Yes. Simpson Thacher personnel have spent approximately 50  
22 hours and \$58,000 in time and fees related to preparing, reviewing and/or  
23 revising the time records or invoices for the period September 1 –  
24 December 31, 2019.  
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1           12.    Question 5: Does the Application include time or fees for reviewing time  
2 records to redact any privileged or other confidential information? If so, please quantify hours  
3 and fees.

- 4           a.    Answer: Yes. The time and fees related to reviewing for privileged or  
5 confidential information is included in the amount of time and fees related  
6 to preparing, reviewing and/or revising the time records or invoices  
7 referenced in the Answer to Question 4.  
8

9           13.    Question 6. Does the Application include any rate increases since  
10 Simpson Thacher's retention in this case? If so, did the client review and approve the rate  
11 increases in advance? Did the client agree when retaining the law firm to accept all future rate  
12 increases?

- 13           a.    Answer. The Application does not include any rate increases since  
14 Simpson Thacher's retention. The Debtors have been advised that  
15 Simpson Thacher customarily increases its hourly rates in September each  
16 year. However, as noted in the Answer to Question 1, such rate increases  
17 were deferred and are therefore not reflected in this Application.  
18

19  
20  
21 Dated: March 16, 2020  
22           New York, New York

23           /s/ Nicholas Goldin  
24           Nicholas Goldin



## Exhibit C

## Customary and Comparable Compensation Disclosures

Category of Timekeeper	BLENDED HOURLY RATE	
	Billed by timekeepers in all domestic offices, excluding bankruptcy	Billed in this Application
Partners	\$1,352.31	\$1,534.84
Counsel	\$1,093.34	\$1,205.77
Associate	\$757.63	\$800.24
Paraprofessionals	\$294.29	\$415.40
All timekeepers aggregated	\$827.64	\$1,174.35

**Exhibit D****Budget for Fees Pursuant to Section 363 (Independent Director Representation)**

<b>Period</b>	<b>Fees Budgeted (Using Mid-Forecast)</b>	<b>Fees Sought</b>
September 1 – September 30, 2019	\$763,000.00	\$626,715.50
October 1 – October 31, 2019	\$763,000.00	\$366,290.00
November 1 – November 30, 2019	\$763,000.00	\$252,087.00
December 1 – December 31, 2019	\$763,000.00	\$282,662.50
<b>Total:</b>	<b>\$3,052,000.00</b>	<b>\$1,527,755.00</b>

**Exhibit E****COMPENSATION BY PROFESSIONAL  
SEPTEMBER 1, 2019 THROUGH DECEMBER 31, 2019**

The attorneys who rendered professional services in these Chapter 11 Cases during the Compensation Period are:

<b><u>NAME OF PROFESSIONAL PARTNERS AND COUNSEL</u></b>	<b><u>DEPARTMENT</u></b>	<b><u>YEAR ADMITTED</u></b>	<b><u>HOURLY RATE</u></b>	<b><u>TOTAL HOURS BILLED</u></b>	<b><u>TOTAL COMPENSATION</u></b>
Blake, Stephen	Litigation	2008	\$1,325	103.60	\$137,270.00
Curnin, Paul C.	Litigation	1988	\$1,640	144.50	\$236,980.00
Frankel, Andrew T.	Litigation	1990	\$1,535	10.10	\$15,503.50
Goldin, Nicholas	Litigation	2000	\$740	8.70	\$6,438.00
Goldin, Nicholas	Litigation	2000	\$1,480	147.00	\$217,560.00
Grogan, Gregory T.	ECEB	2001	\$1,535	39.90	\$61,246.50
Kelley, Karen H.	Corporate	2003	\$1,425	1.60	\$2,280.00
Kreissman, James G.	Litigation	1989	\$1,640	3.50	\$5,740.00
Ponce, Mario A.	Corporate	1989	\$1,640	284.30	\$466,252.00
Purushotham, Ravi	Corporate	2010	\$1,325	43.20	\$57,240.00
Qusba, Sandy	Corporate	1994	\$1,535	351.60	\$539,706.00
Steinhardt, Brian M.	Corporate	1999	\$1,640	4.50	\$7,380.00
Webb, Daniel N.	Corporate	2002	\$1,480	0.80	\$1,184.00
Alcabas, Elisa	Litigation	1989	\$1,220	24.20	\$29,524.00
McLendon, Kathrine	Corporate	1985	\$1,220	41.50	\$50,630.00
Ricciardi, Sara A.	Litigation	2003	\$1,190	59.30	\$70,567.00
<b>Total Partners and Counsel:</b>				<b>1,268.30</b>	<b>\$1,905,501.00</b>

<b><u>NAME OF PROFESSIONAL ASSOCIATES</u></b>	<b><u>DEPARTMENT</u></b>	<b><u>YEAR ADMITTED</u></b>	<b><u>HOURLY RATE</u></b>	<b><u>TOTAL HOURS BILLED</u></b>	<b><u>TOTAL COMPENSATION</u></b>
Calderon, Justin	Litigation	2018	\$700	63.70	\$44,590.00
Campbell, Eamonn W.	Litigation	2016	\$915	135.10	\$123,616.50
Duran, Raul G.	Litigation	2018	\$590	32.70	\$19,293.00
Egenes, Erica M.	Corporate	2018	\$840	26.80	\$22,512.00
Fell, Jamie	Corporate	2015	\$995	73.10	\$72,734.50
Isaacman, Jennifer	Litigation	2019	\$590	103.30	\$60,947.00
Kinsel, Kourtney J.	Litigation	2018	\$590	120.20	\$70,918.00
Levine, Jeff P.	Corporate	2016	\$915	17.80	\$16,287.00
Lundqvist, Jacob	Litigation	2019	\$590	84.80	\$50,032.00

Phillips, Jacob M.	ECEB	2017	\$840	37.80	\$31,752.00
Sparks Bradley, Rachel	Litigation	2013	\$1,095	130.40	\$142,788.00
Sussman, Rebecca A.	Litigation	2017	\$840	134.60	\$113,064.00
Vallejo, Melissa A.	Litigation	2019	\$590	0.30	\$177.00
<b>Total Associates:</b>				<b>960.60</b>	<b>\$768,711.00</b>

<u>NAME OF PARAPROFESSIONALS</u>	<u>DEPARTMENT</u>	<u>YEAR ADMITTED</u>	<u>HOURLY RATE</u>	<u>TOTAL HOURS BILLED</u>	<u>TOTAL COMPENSATION</u>
Franklin, Janie Marie	Paralegal – Litigation		\$455	29.50	\$13,422.50
Kortright, Magallie	Paralegal – Litigation		\$400	22.40	\$8,960.00
Laspisa, Rosemarie	Paralegal – Litigation		\$400	2.00	\$800.00
Rovner, Grace	Paralegal – Corporate		\$265	1.00	\$265.00
Terricone, Cyrena	Paralegal – Litigation		\$400	1.00	\$400.00
Carney, Michael	Knowledge Management		\$420	0.90	\$378.00
Kovoor, Thomas G.	Knowledge Management		\$420	13.30	\$5,586.00
Mierski, Nathan	Resource Center		\$265	0.30	\$79.50
Scott, Eric Dean	Resource Center		\$265	0.30	\$79.50
Welman, Timothy	Resource Center		\$265	4.00	\$1,060.00
<b>Total Paraprofessionals:</b>				<b>74.70</b>	<b>\$31,030.50</b>

<u>PROFESSIONALS</u>	<u>BLENDED HOURLY RATE</u>	<u>TOTAL HOURS BILLED</u>	<u>TOTAL COMPENSATION</u>
Partners and Counsel	\$1,502.41	1,268.30	\$1,905,501.00
Associates	\$800.24	960.60	\$768,711.00
Paraprofessionals	\$415.40	74.70	\$31,030.50
Blended Attorney Rate	\$1,199.79		
Blended Professionals Rate	\$1,174.35		
<b>Total Fees Incurred</b>		<b>2,303.60</b>	<b>\$2,705,242.50</b>



**Exhibit F****COMPENSATION BY WORK TASK CODE FOR SERVICES RENDERED BY  
SIMPSON THACHER & BARTLETT LLP FOR THE PERIOD  
SEPTEMBER 1, 2019 THROUGH DECEMBER 31, 2019**

<b><u>Task Code</u></b>	<b><u>Description</u></b>	<b><u>Hours</u></b>	<b><u>Amount</u></b>
AA	Asset Analysis and Recovery		
AD	Asset Disposition		
BO	Business Operations		
BU	Budgeting (Case)		
CA	Case Administration	1.10	\$686.00
CC	Creditor Communications		
CG	Corporate Governance and Board Matters	879.70	\$1,088,070.00
CH	Court Hearings	15.30	\$17,484.00
CM	Claims Administration and Objections	77.40	\$66,212.00
EC	Executory Leases and Contracts		
EE	Employee Benefits/Pensions		
ES	Equityholder Communications		
FA	Fee/Employment Applications	127.60	\$138,593.00
FI	Financings/Cash Collateral		
FO	Fee/Employment Application Objections	15.10	\$16,744.00
FR	Fact Analysis and Related Advice		
IC	Intercompany Issues		
IP	Intellectual Property Issues		
LI	Litigation: Contested Matters and Adversary Proceedings	0.80	\$1,228.00
LS	Relief From Stay Proceedings		
PL	Plan/Disclosure Statement	500.70	\$740,962.00
RE	Reporting		
TV <sup>1</sup>	Non-Working Travel Time	22.70	\$26,968.00
TX	Tax Issues		

<sup>1</sup> Time billed to this task code is billed in accordance with the Fee Guidelines and the Second Amended Fee Procedures Order as of October 24, 2019.

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
VA	Valuation		
L110	Fact Investigation/Development	57.10	\$41,557.00
L120	Analysis/Strategy		
L130	Experts/Consultants		
L143	Discovery - Identification and Preservation		
L160	Settlement/Non-Binding ADR		
L200	Pre-Trial Pleadings and Motions	604.80	\$566,239.00
L241	Motion to Dismiss: Preemption		
L242	Motion to Dismiss: Lack of Subject Matter Jurisdiction		
L243	Motion for Summary Judgment: Kongros		
L244	Motion for Summary Judgment: Causation		
L245	Motion for Summary Judgment: Employment		
L246	Motion for Summary Judgment: Recreational Use Immunity		
L310	Written Discovery		
L330	Depositions		
L350	Discovery Motions		
L400	Trial Preparation and Trial		
L500	Appeal		
L600	eDiscovery - Identification		
L610	eDiscovery - Preservation		
L620	eDiscovery - Collection	1.00	\$420.00
L630	eDiscovery - Processing	0.30	\$79.50
L650	eDiscovery - Review		
L653	eDiscovery - First Pass Document Review		
L654	eDiscovery - Second Pass Document Review		
L655	eDiscovery - Privilege Review		
L656	eDiscovery - Redaction		
L670	eDiscovery - Production		
L671	eDiscovery - Conversion of ESI to Production		
L680	eDiscovery - Presentation		

<u>Task Code</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
L800	Experts/Consultants		
L900	Settlement Process		
<b><u>TOTAL</u></b>		<b>2,303.60</b>	<b>\$2,705,242.50</b>

Simpson Thacher & Bartlett LLP  
 425 Lexington Ave  
 New York, NY 10017

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**Exhibit G****EXPENSE SUMMARY FOR THE PERIOD  
SEPTEMBER 1, 2019 THROUGH DECEMBER 31, 2019**

<b><u>Expenses</u></b>	<b><u>Amounts</u></b>
<b>Research</b>	<b>\$34,138.80</b>
Online Research	\$33,873.93
Document Retrieval	\$264.87
<b>Meals</b>	<b>\$2,093.60</b>
Overtime	\$501.59
Travel	\$1,538.07
Business	\$53.94
<b>Travel</b>	<b>\$32,106.50</b>
Airfare	\$18,677.69
Hotel	\$10,784.71
Out-of-Town Travel	\$2,644.10
<b>Transportation</b>	<b>\$809.62</b>
Local	\$412.30
Overtime Carfare	\$397.32
<b>Duplicating</b>	<b>\$260.84</b>
Print, Scan & Binding	\$233.90
Miscellaneous Duplicating Services	\$26.94
<b>Courier and Postage</b>	<b>\$1,226.39</b>
<b>Conferencing/Communication</b>	<b>\$2,118.25</b>
Telephone	\$657.00
Conferencing Services	\$93.75
Court Call	\$1,367.50
<b>Court Fees</b>	<b>\$935.50</b>
<b>Total Expenses Requested:</b>	<b>\$73,689.50</b>

**Exhibit H****FEE SUMMARY DETAIL****Task: Case Administration (CA)**

<b>Work Date</b>	<b>Timekeeper Name</b>	<b>Narrative</b>	<b>Bill Hours</b>	<b>Bill Amount</b>
9/10/2019	Carney, Michael	Prepare case management tool per J. Franklin request (0.3).	0.30	\$126.00
10/17/2019	Calderon, Justin	Review cases and bankruptcy calendars (0.1).	0.10	\$70.00
10/31/2019	Calderon, Justin	Communications w/ R. Sussman re: calendar (0.5); further communications w/ R. Sussman re: calendar (0.2).	0.70	\$490.00
<b>TOTAL</b>			<b>1.1</b>	<b>\$686.00</b>

**Task: Corporate Governance and Board Matters (CG)**

<b>Work Date</b>	<b>Timekeeper Name</b>	<b>Narrative</b>	<b>Bill Hours</b>	<b>Bill Amount</b>
9/1/2019	Curnin, Paul C.	T/c w/ Company re: matter (0.4); t/c w/ K. Orsini re: matter (0.4); t/c w/ M. Moore re: matter (1.0); review opposition to preference motion (0.8).	2.60	\$4,264.00
9/1/2019	Goldin, Nicholas	Review memo re: legal fees (0.4); review correspondence re: same (0.1).	0.50	\$740.00
9/1/2019	Phillips, Jacob M.	Telephonic participation in informal compensation committee meeting (1.0); draft action-item summary for internal use (1.0).	2.00	\$1,680.00
9/2/2019	Curnin, Paul C.	Emails w/ clients re: counsel matters (0.4); review Court filing re: monitor's report (0.5).	0.90	\$1,476.00
9/2/2019	Goldin, Nicholas	Review draft Court submission (0.3); review correspondence re: WSP (0.2).	0.50	\$740.00

1	9/3/2019	Alcables, Elisa	Re D&O insurance, review Latham draft response letter to AEGIS re: D&O insurance coverage (0.5); review policy re: same (0.5); prep markup of Latham draft response letter to AEGIS (1.0); email w/ N. Goldin and P. Curnin re: mark-up and next steps re: response to AEGIS (0.3).	2.30	\$2,806.00
2	9/3/2019	Curnin, Paul C.	T/c w/ M. Moore re: matter (0.2); edits to CPP report to board (0.5); t/c w/ M. Ponce and S. Qusba re: preparation for restructuring call (0.5); t/c w/ K. Orsini re: matter (0.2).	1.40	\$2,296.00
3	9/3/2019	Goldin, Nicholas	Call w/ team re: workstreams (0.4); prepare for call w/ former director (1.0).	1.40	\$2,072.00
4	9/3/2019	Sparks Bradley, Rachel	Review draft CPP Committee materials (0.3); email to N. Goldin re: same (0.2).	0.50	\$547.50
5	9/3/2019	Phillips, Jacob M.	Research and analysis of compensation issues in bankruptcy (3.5).	3.50	\$2,940.00
6	9/3/2019	Sussman, Rebecca A.	Calls w/ R. Sparks Bradley re: document collection and related requests (0.6).	0.60	\$504.00
7	9/3/2019	Kinsel, Kourtney J.	Emails re: upcoming Board meeting (0.1).	0.10	\$59.00
8	9/3/2019	Ponce, Mario A.	Telephonic Restructuring Committee Call (3.3).	3.30	\$5,412.00
9	9/3/2019	Ponce, Mario A.	Teleconfs, emails w/ various Directors and Management re Governance issues (0.8).	0.80	\$1,312.00
10	9/3/2019	Purushotham, Ravi	Call on backstop commitment letter with Cravath, Lazard, Weil.	1.40	\$1,855.00
11	9/3/2019	Levine, Jeff P.	Attend Restructuring Committee meeting.	4.50	\$4,117.50
12	9/3/2019	Egenes, Erica M.	Prep for (0.2) and Restructuring Committee call and executive session (4.5).	4.70	\$3,948.00
13	9/3/2019	Rovner, Grace	Per E. Egenes, continue to prep. back up materials for board.	0.40	\$106.00

1			Re D&O insurance, email P. Curnin, Latham and PG&E (R. Reilly) re: revisions to draft response letter to AEGIS (0.5); follow-up tc/email w/ R. Reilly re: draft letter, draft plan and D&O insurance issues (0.6); email w/ P. Curnin and K. Pasich re: draft response letter (0.4); further email w/ P. Curnin and R. Reilly re: draft plan and securities claims/D&O insurance issues (0.3).	1.80	\$2,196.00
2	9/4/2019	Alcabes, Elisa			
3					
4					
5					
6					
7					
8	9/4/2019	Curnin, Paul C.	T/c w/ Company re: cyber issues (0.2); revise correspondence to insurance carrier (0.3); t/c w/ M. Moore re: matter (0.3); review contention interrogatory responses (0.3).	1.10	\$1,804.00
9					
10					
11	9/4/2019	Goldin, Nicholas	Analysis re: litigation strategy (0.7); communications w/ team re: CPP report (0.2); communication w/ team re: media (0.2); prepare for call w/ former director (1.0).	2.10	\$3,108.00
12					
13	9/4/2019	Phillips, Jacob M.	Discussion w/ internal company parties re: board approval of compensation matters (0.4).	0.40	\$336.00
14					
15	9/4/2019	Kinsel, Kourtney J.	Emails re: Board meetings (0.2).	0.20	\$118.00
16					
17	9/4/2019	Ponce, Mario A.	Conference call w/ Cravath re Jones Day/Equityholder NDA concerns (0.5).	0.50	\$820.00
18					
19	9/4/2019	Ponce, Mario A.	Emails, teleconfs w/ various Directors re Governance issues (1.1).	1.10	\$1,804.00
20					
21	9/4/2019	Purushotham, Ravi	Follow-up w/ Cleary re BM settlement agreement.	0.20	\$265.00
22					
23	9/4/2019	Levine, Jeff P.	Call with Board members, M. Ponce, S. Qusba and CPUC advisors.	1.20	\$1,098.00
24					
25	9/5/2019	Alcabes, Elisa	Re D&O insurance, review K. Pasich edits to draft response letter to AEGIS (0.3); prepare updated revised draft re: same (0.5); email P. Curnin, Latham and PG&E (R. Reilly) re: same (0.3).	1.10	\$1,342.00
26					
27	9/5/2019	Goldin, Nicholas	Review media issue (0.5).	0.50	\$740.00
28					

1	9/5/2019	Phillips, Jacob M.	Informal compensation committee call re: compensation arrangements (0.6).	0.60	\$504.00
2	9/5/2019	Ponce, Mario A.	Restructuring Committee meeting (2.0).	2.00	\$3,280.00
3	9/5/2019	Ponce, Mario A.	Meetings, teleconference, with various directors re various Board governance issues (2.3).	2.30	\$3,772.00
4	9/5/2019	Purushotham, Ravi	Restructuring Committee call (2.5).	2.50	\$3,312.50
5	9/5/2019	Levine, Jeff P.	Attend call with S. Qusba, Jones Day, Knighthead, Abrams and representative of PGE Restructuring Committee.	1.00	\$915.00
6	9/5/2019	Levine, Jeff P.	Coordinate distribution to Restructuring Committee.	0.60	\$549.00
7	9/5/2019	Egenes, Erica M.	Prep for (0.7) and Restructuring Committee meeting and executive session (2.0).	2.70	\$2,268.00
8	9/5/2019	Rovner, Grace	Per E. Egenes, continue to prep. back up materials for board.	0.30	\$79.50
9	9/5/2019	Curnin, Paul C.	Board conference call (1.3); review bankruptcy plan re: continuing liability (1.0).	2.30	\$3,772.00
10	9/6/2019	Goldin, Nicholas	Communications w/ team re: workstreams (0.4).	0.40	\$592.00
11	9/6/2019	Ponce, Mario A.	Board meeting (1.8).	1.80	\$2,952.00
12	9/6/2019	Ponce, Mario A.	Restructuring Committee meeting (0.8).	0.80	\$1,312.00
13	9/6/2019	Levine, Jeff P.	Attend Board meeting w/ M. Ponce, R. Purushotham, S. Qusba and E. Egenes.	2.00	\$1,830.00
14	9/6/2019	Levine, Jeff P.	Attend Restructuring Committee call with M. Ponce, R. Purushotham, S. Qusba and E. Egenes.	1.00	\$915.00
15	9/6/2019	Egenes, Erica M.	Prep for (0.4) and attend portion of Board executive session (1.0).	1.40	\$1,176.00
16	9/6/2019	Rovner, Grace	Per E. Egenes, continue to prep. back up materials for board.	0.30	\$79.50
17	9/7/2019	Ponce, Mario A.	Teleconferences w/ various Directors re Governance issues and Director resignation (1.0).	1.00	\$1,640.00
18	9/8/2019	Ponce, Mario A.	Telephonic Board Meeting (2.0).	2.00	\$3,280.00

1	9/8/2019	Ponce, Mario A.	Review 8k re Director Resignation (0.4); emails, teleconfs w/ K. Liang (0.3) and Cravath re 8-K (0.3).	1.00	\$1,640.00
2					
3	9/8/2019	Ponce, Mario A.	Teleconfs w/ N. Brownell, M. Moore re various Governance issues (0.8).	0.80	\$1,312.00
4					
5	9/8/2019	Purushotham, Ravi	Board call (1.4); followup call with Cravath, Weil and Lazard (0.2).	1.60	\$2,120.00
6					
7	9/9/2019	Curnin, Paul C.	T/c w/ J. Loduca re: press and discovery (0.4); edit bankruptcy plan re: directors (0.8); review new Caremark decision (0.9).	2.10	\$3,444.00
8					
9	9/9/2019	Grogan, Gregory T.	Participate in Compensation Committee meeting via phone (0.8); review materials in preparation for meeting (1.0).	1.80	\$2,763.00
10					
11	9/9/2019	Goldin, Nicholas	Call w/ client re: matter (0.4); confer w/ team re: civil litigation (0.2); confer w/ team re: bankruptcy plan (0.1).	0.70	\$1,036.00
12					
13	9/9/2019	Phillips, Jacob M.	Telephonic participation in compensation committee meeting (2.0).	2.00	\$1,680.00
14					
15	9/9/2019	Ponce, Mario A.	Review materials and prep for Board and Committee meetings while traveling to SF (6.0).	6.00	\$9,840.00
16	9/9/2019	Levine, Jeff P.	Review draft 8-K.	1.30	\$1,189.50
17	9/9/2019	Egenes, Erica M.	Review of 8-Ks.	0.80	\$672.00
18					
19	9/10/2019	Curnin, Paul C.	Attend Safety and Nuclear Committee meeting in San Francisco (2.3); attend Board meeting in San Francisco (1.8).	4.10	\$6,724.00
20					
21	9/10/2019	Curnin, Paul C.	Attend Board meetings in San Francisco (4.0); follow-up meeting w/ J. Loduca re: matters (1.5).	5.50	\$9,020.00
22	9/10/2019	Goldin, Nicholas	Attend Board meetings (2.7); confer w/ team re: strategies (0.3).	3.00	\$4,440.00
23	9/10/2019	Ponce, Mario A.	Board and Committee meetings (4.0).	4.00	\$6,560.00
24	9/10/2019	Ponce, Mario A.	Emails, teleconference various Board members re various Board governance issues (0.8).	0.80	\$1,312.00
25					
26	9/10/2019	Ponce, Mario A.	Review NDA for equityholders and emails re same (0.5).	0.50	\$820.00
27					
28					

1	9/11/2019	Curnin, Paul C.	Attend Board meetings in San Francisco and individual discussions w/ Directors (5.0); discussion re: matters w/ J. Loduca (0.2); review additional Board materials (0.8).	6.00	\$9,840.00
2	9/11/2019	Goldin, Nicholas	Attend Board meetings (4.8); communications w/ team re: workstreams, strategy (0.5).	5.30	\$7,844.00
3	9/11/2019	Ponce, Mario A.	Board meeting (6.0).	6.00	\$9,840.00
4	9/11/2019	Ponce, Mario A.	Teleconfs with Brownell and Moore re various governance issues (1.0).	1.00	\$1,640.00
5	9/11/2019	Qusba, Sandy	Attend Board Meeting (6.5).	6.50	\$9,977.50
6	9/12/2019	Curnin, Paul C.	Review 8K (0.3).	0.30	\$492.00
7	9/12/2019	Grogan, Gregory T.	T/c's and emails w/ M. Moore and Weil re: scheduled compensation committee meeting topics (1.0).	1.00	\$1,535.00
8	9/12/2019	Ponce, Mario A.	Review of Subro RSA and Equity Commitment Letters while traveling from SF to NY (3.0); emails, various issues re same and Governance matters while traveling from SF to NY (2.0).	5.00	\$8,200.00
9	9/12/2019	Purushotham, Ravi	Review of draft Board minutes.	0.70	\$927.50
10	9/13/2019	Grogan, Gregory T.	Participate in Compensation Committee meeting via phone (1.4).	1.40	\$2,149.00
11	9/13/2019	Phillips, Jacob M.	Telephonic participation in informal compensation committee meeting (2.0).	2.00	\$1,680.00
12	9/13/2019	Calderon, Justin	Communications w/ team re: Board documents (1.0).	1.00	\$700.00
13	9/13/2019	Ponce, Mario A.	Review and comment on Board and Committee Meeting Minutes (2.2).	2.20	\$3,608.00
14	9/13/2019	Ponce, Mario A.	Emails, teleconfs, various directors re compensation and governance issues (0.7).	0.70	\$1,148.00
15	9/13/2019	Purushotham, Ravi	Review of Board minute guidelines to ensure draft minutes are consistent.	0.60	\$795.00
16	9/15/2019	Goldin, Nicholas	Review Board minutes (0.4); communications w/ team re: same (0.1).	0.50	\$740.00

1	9/16/2019	Kreissman, James G.	Review background materials to prepare for Court hearing on vegetation management (1.3).	1.30	\$2,132.00
2					
3	9/16/2019	Curnin, Paul C.	Review draft statement for hearing (0.2); t/c w/ Jenner & Block re: hearing (0.6); t/c w/ M. Moore re: matter (0.3).	1.10	\$1,804.00
4					
5	9/16/2019	Goldin, Nicholas	Call w/ Company re: minutes (0.3).	0.30	\$444.00
6					
7	9/16/2019	Vallejo, Melissa A.	Review Board materials per J. Calderon (0.1); correspond w/ J. Isaacman re: same (0.2).	0.30	\$177.00
8					
9	9/16/2019	Ponce, Mario A.	Weekly call w/ J. Loduca and J. Kane re various Board issues (0.4).	0.40	\$656.00
10					
11	9/16/2019	Ponce, Mario A.	Call w/ F. Chang re Board and Committee Minutes (0.5).	0.50	\$820.00
12					
13	9/16/2019	Ponce, Mario A.	Review, teleconfs, emails various directors re issues re Subro Support Agreement (1.3).	1.30	\$2,132.00
14					
15	9/16/2019	Ponce, Mario A.	Review Legal/Regulatory/Legislative Update (0.8).	0.80	\$1,312.00
16					
17	9/16/2019	Ponce, Mario A.	Emails various directors regarding issues re Tubbs hearing (0.6).	0.60	\$984.00
18					
19	9/16/2019	Purushotham, Ravi	Review of RSA.	0.30	\$397.50
20					
21	9/17/2019	Kreissman, James G.	Attend court hearing on vegetation management (1.7); t/c w/ N. Goldin re: same (0.2); t/c w/ client re: same (0.3).	2.20	\$3,608.00
22					
23	9/17/2019	Curnin, Paul C.	Review report from Court (0.2).	0.20	\$328.00
24					
25	9/17/2019	Ponce, Mario A.	Teleconfs, emails, various issues re Governance (0.6), and re Legal Hold protocol re Directors (0.5) and re Subro Support Agreement (0.5).	1.60	\$2,624.00
26					
27	9/18/2019	Frankel, Andrew T.	Communications w/ team re: Tubbs discovery, monitoring (0.5).	0.50	\$767.50
28					
	9/18/2019	Goldin, Nicholas	Review cyber issue (0.2).	0.20	\$296.00
	9/18/2019	Ponce, Mario A.	Review new Equity Commitment Letters (0.5); teleconfs, emails, various issues re same (0.3).	0.80	\$1,312.00



1	9/18/2019	Ponce, Mario A.	Emails, teleconfs re Board Governance issues (0.8) and re Board document retention matters (0.4).	1.20	\$1,968.00
2					
3	9/19/2019	Curnin, Paul C.	Review CPP talking points (0.2); review wildfire claim form (0.3); t/c w/ client re: status (0.3).	0.80	\$1,312.00
4					
5	9/19/2019	Goldin, Nicholas	Review cyber issue (0.1); review document retention issue (0.1); call w/ team re: plan (0.4).	0.60	\$888.00
6					
7	9/19/2019	Ponce, Mario A.	Calls, emails, various issues re Backstop Equity Commitment Letters (1.7).	1.70	\$2,788.00
8					
9	9/19/2019	Ponce, Mario A.	Emails, teleconfs w/ Directors re Legal Holds (0.4).	0.40	\$656.00
10					
11	9/19/2019	Ponce, Mario A.	Review, emails, various issues re TCC/Bondholder Motion to terminate exclusivity (1.0).	1.00	\$1,640.00
12					
13	9/20/2019	Curnin, Paul C.	Attend Board call (1.1); attend CPP Committee call (1.2); review draft MTO slides (0.4); t/c w/ client re: restructuring issues (0.5).	3.20	\$5,248.00
14					
15	9/20/2019	Goldin, Nicholas	Attend Board meeting (1.2); attend CPP meeting (0.8); correspondence w/ team re: Board issues (0.2); review cyber issues (0.3).	2.50	\$3,700.00
16					
17	9/20/2019	Ponce, Mario A.	Telephonic Board Meeting, review materials (1.7).	1.70	\$2,788.00
18					
19	9/20/2019	Ponce, Mario A.	Conference call w/ Chairperson of Board and other advisors re Governance issues (0.8) and emails re same (0.2).	1.00	\$1,640.00
20					
21	9/20/2019	Ponce, Mario A.	Review draft press release re Subros and Equity Commitment (0.3).	0.30	\$492.00
22					
23	9/20/2019	Purushotham, Ravi	Board meeting (1.2).	1.20	\$1,590.00
24					
25	9/21/2019	Ponce, Mario A.	Emails, teleconfs, various issues re Subro settlement and Board Governance.	1.20	\$1,968.00
26					
27	9/23/2019	Goldin, Nicholas	Call w/ Company re: cyber issues (0.2).	0.20	\$296.00
28					
	9/23/2019	Ponce, Mario A.	Meeting w/ representatives of Abrams Capital and Knighthead re various issues (1.2).	1.20	\$1,968.00

1	9/23/2019	Ponce, Mario A.	Weekly Call w/ J. Loduca/J. Kane re various issues (0.7).	0.70	\$1,148.00
2	9/23/2019	Ponce, Mario A.	Emails, teleconfs, re various Governance issues (0.5); review and prepare Guidelines for Board Committees and significant Chapter 11 action items (0.8).	1.30	\$2,132.00
3	9/24/2019	Curnin, Paul C.	Revise media background statement (0.5).	0.50	\$820.00
4	9/24/2019	Grogan, Gregory T.	Review Board action for compensation filings (0.5); t/c's w/ M. Moore and other Board members re: compensation filings (0.4).	0.90	\$1,381.50
5	9/24/2019	Goldin, Nicholas	Call w/ Company re: monitor (0.1); communications w/ clients re: privilege issues (0.1); advice re: news media (1.3); review matter update (0.2).	1.70	\$2,516.00
6	9/24/2019	Phillips, Jacob M.	Draft compensation committee proposed actions incorporating feedback from compensation committee (0.5).	0.50	\$420.00
7	9/24/2019	Ponce, Mario A.	Emails, calls w/ K. Liang, former director, P. Curnin and PGE legal re Director Legal Hold policy and document retention issues (0.6), review documents re same (0.5).	1.10	\$1,804.00
8	9/24/2019	Ponce, Mario A.	Revised Process Guidelines for Board Committees (0.8); emails, teleconfs re same (0.4).	1.20	\$1,968.00
9	9/24/2019	Ponce, Mario A.	Emails, teleconfs w/ Board Chair re various Governance issues (0.7).	0.70	\$1,148.00
10	9/25/2019	Frankel, Andrew T.	Communications w/ team re: CMC statement, trial structure issues (0.3); t/c w/ M. Moore re: same (0.2).	0.50	\$767.50
11	9/25/2019	Curnin, Paul C.	T/c w/ Cravath re: trial strategy (0.3); emails w/ clients re: same (0.4); emails w/ Cravath re: bifurcation (0.4); t/c w/ Company and Cravath re: bifurcation (0.1); review locate and mark settlement (0.2).	1.40	\$2,296.00
12	9/25/2019	Grogan, Gregory T.	T/c's w/ Board members re: compensation filings (0.3).	0.30	\$460.50

1	9/25/2019	Goldin, Nicholas	Call w/ Company, team re: monitor (0.5); review OII submission (0.5); review correspondence re: cyber issue (0.3).	1.30	\$1,924.00
2	9/25/2019	Ponce, Mario A.	Emails, teleconfs, various Governance issues (1.0).	1.00	\$1,640.00
3	9/26/2019	Curnin, Paul C.	Review submission to trial court on bifurcation (0.4); attend Board meeting call (1.0); t/c w/ client re: monitor (0.2); review monitor deck (0.5).	2.10	\$3,444.00
4	9/26/2019	Goldin, Nicholas	Review draft OII submission (0.4); review draft Court response (0.5); review monitor issues (0.3).	1.20	\$1,776.00
5	9/26/2019	Sparks Bradley, Rachel	Attend infrastructure call w/ Company et al. (2.5); emails w/ P. Curnin and N. Goldin re: same (0.4); t/c w/ S. Qusba re: subrogation settlement discovery (0.2); emails w/ Cravath and Weil re: same (0.2).	3.30	\$3,613.50
6	9/26/2019	Ponce, Mario A.	Telephonic Board Meeting (1.5); review Board materials (0.8).	2.30	\$3,772.00
7	9/26/2019	Ponce, Mario A.	Emails, teleconfs w/ Board Chair re Governance issues and Committee Guidelines (0.5), revisions to Guidelines (0.3).	0.80	\$1,312.00
8	9/27/2019	Frankel, Andrew T.	Communications w/ team and Company re: CMC, trial strategy (0.4).	0.40	\$614.00
9	9/27/2019	Curnin, Paul C.	Comments on Wildfire OII (0.8); attend CPP Committee Call (1.0).	1.80	\$2,952.00
10	9/27/2019	Kovoor, Thomas G.	Call w/ PG&E firms re: data collection & steps for review (0.5); coordinate collection & transfer of data to vendor re: communications w/ R. Sparks Bradley (1.0).	1.50	\$630.00
11	9/27/2019	Grogan, Gregory T.	T/c's w/ Board members re: compensation filings (0.4).	0.40	\$614.00
12	9/27/2019	Goldin, Nicholas	Attend CPP Meeting (1.7); call client re: Court (0.2); communications w/ team re: same (0.1); review OII strategy (0.2).	2.20	\$3,256.00

1	9/27/2019	Sparks Bradley, Rachel	T/c w/ Cravath and Weil re: subrogation settlement discovery (0.6); emails w/ T. Kovoor re: collecting emails for same (0.3); emails w/ CDS re: same (0.3).	1.20	\$1,314.00
2	9/27/2019	Phillips, Jacob M.	Review on motion to approve compensation (1.5).	1.50	\$1,260.00
3	9/27/2019	Ponce, Mario A.	Review case calendar and coordinate with Committee Guidelines (0.8).	0.80	\$1,312.00
4	9/27/2019	Ponce, Mario A.	Review draft OII response re CPUC (0.7).	0.70	\$1,148.00
5	9/29/2019	Grogan, Gregory T.	Review and provide comments on motions re: compensation filings (0.6).	0.60	\$921.00
6	9/30/2019	Curnin, Paul C.	Review draft submission to Court (0.4); review bankruptcy OII draft to CPUC (0.5).	0.90	\$1,476.00
7	9/30/2019	Grogan, Gregory T.	Review and provide comments on motions re: compensation filings (0.9); t/c's w/ M. Moore and Weil re: motions re: compensation filings (0.4).	1.30	\$1,995.50
8	9/30/2019	Sparks Bradley, Rachel	Emails w/ CDS, Cravath and Weil re: subrogation settlement discovery (0.7); emails w/ J. Isaacman re: same (0.2).	0.90	\$985.50
9	9/30/2019	Ponce, Mario A.	Review/comments re Board Compensation Motion (0.8), emails, teleconfs re same (0.4).	1.20	\$1,968.00
10	9/30/2019	Ponce, Mario A.	Emails, teleconfs re (0.2) and review of Guidelines for Committees and Gantt chart re action items upcoming (0.5).	0.70	\$1,148.00
11	9/30/2019	Ponce, Mario A.	Review Legal/Regulatory Update (0.5).	0.50	\$820.00
12	9/30/2019	Ponce, Mario A.	Emails, issues re Bank financing commitments (0.5).	0.50	\$820.00
13	10/1/2019	Kortright, Magallie	Prepare court submissions for attorney review (2.0); electronic data update (1.7).	3.70	\$1,480.00
14	10/1/2019	Grogan, Gregory T.	T/c's w/ client and Weil re: motion re: compensation issues (0.5).	0.50	\$767.50
15	10/1/2019	Goldin, Nicholas	Call w/ Company re: OII submission (0.3); review client comments re: OII submission (0.2).	0.50	\$740.00
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1	10/1/2019	Kinsel, Kourtney J.	Legal research re: wildfire issues (4.3).	4.30	\$2,537.00
2	10/1/2019	Ponce, Mario A.	Emails w/ Board Chair re: various Governance issues and Committee Guidelines (0.6).	0.60	\$984.00
3	10/1/2019	Ponce, Mario A.	Emails from Directors w/ various bankruptcy questions (0.6).	0.60	\$984.00
4	10/1/2019	Ponce, Mario A.	Emails from Directors w/ various bankruptcy questions (0.6).	0.60	\$984.00
5	10/2/2019	Goldin, Nicholas	Review client requests concerning compensation objections (0.3); review court order re: matter (0.1).	0.40	\$592.00
6	10/2/2019	Goldin, Nicholas	Review client requests concerning compensation objections (0.3); review court order re: matter (0.1).	0.40	\$592.00
7	10/3/2019	Kinsel, Kourtney J.	Review Board minutes (1.0); review of 2011 IRP report (1.0); draft work product re: same (1.0).	3.00	\$1,770.00
8	10/3/2019	Kinsel, Kourtney J.	Review Board minutes (1.0); review of 2011 IRP report (1.0); draft work product re: same (1.0).	3.00	\$1,770.00
9	10/4/2019	Curnin, Paul C.	Draft press points (1.0); emails re: media (1.0).	2.00	\$3,280.00
10	10/4/2019	Franklin, Janie Marie	Communications w/ team re: case updates (0.2).	0.20	\$91.00
11	10/4/2019	Goldin, Nicholas	Review media inquiries (0.9); call w/ advisor re: same (0.5); communications w/ client re: same (0.2); call w/ client re: same (0.2); attend Board call (1.0).	2.80	\$4,144.00
12	10/4/2019	Goldin, Nicholas	Review media inquiries (0.9); call w/ advisor re: same (0.5); communications w/ client re: same (0.2); call w/ client re: same (0.2); attend Board call (1.0).	2.80	\$4,144.00
13	10/4/2019	Campbell, Eamonn W.	Review of Tubbs docket updates (0.1).	0.10	\$91.50
14	10/4/2019	Campbell, Eamonn W.	Review of Tubbs docket updates (0.1).	0.10	\$91.50
15	10/4/2019	Kinsel, Kourtney J.	Review 2011 IRP report (0.8).	0.80	\$472.00
16	10/4/2019	Kinsel, Kourtney J.	Review 2011 IRP report (0.8).	0.80	\$472.00
17	10/4/2019	Kinsel, Kourtney J.	Organize docketing of Tubbs fire case and hearings (0.3); review order issuing from case management conference in Tubbs fire case (0.1).	0.40	\$236.00
18	10/4/2019	Kinsel, Kourtney J.	Organize docketing of Tubbs fire case and hearings (0.3); review order issuing from case management conference in Tubbs fire case (0.1).	0.40	\$236.00
19	10/4/2019	Ponce, Mario A.	Telephonic Board Meeting (1.5), review of Board materials (0.5).	2.00	\$3,280.00
20	10/4/2019	Ponce, Mario A.	Telephonic Board Meeting (1.5), review of Board materials (0.5).	2.00	\$3,280.00
21	10/4/2019	Ponce, Mario A.	Emails directors re: various issues concerning litigation pleadings and governance (0.7).	0.70	\$1,148.00
22	10/4/2019	Steinhardt, Brian M.	Board call.	1.50	\$2,460.00
23	10/4/2019	Purushotham, Ravi	Board meeting.	1.00	\$1,325.00
24	10/4/2019	Purushotham, Ravi	Board meeting.	1.00	\$1,325.00
25	10/5/2019	Franklin, Janie Marie	Communications w/ team re: case updates (0.3).	0.30	\$136.50
26	10/6/2019	Goldin, Nicholas	Review correspondence re: matter (0.4).	0.40	\$592.00

1	10/6/2019	Sparks Bradley, Rachel	Review drafts of Tubbs filings (0.9); emails w/ A. Frankel, N. Goldin, E. Campbell re: same (0.2).	1.10	\$1,204.50
2					
3	10/7/2019	Curnin, Paul C.	Review motion for protective order in Tubbs (0.5).	0.50	\$820.00
4	10/7/2019	Franklin, Janie Marie	Case management/administration (0.3).	0.30	\$136.50
5					
6	10/7/2019	Ponce, Mario A.	Emails w/ Board Chair and other directors re: Court hearing and various Governance matters (0.5) teleconfs with Board Chair and other directors re: same (0.3).	0.80	\$1,312.00
7					
8	10/8/2019	Curnin, Paul C.	Draft material re: media inquiry (1.0).	1.00	\$1,640.00
9					
10	10/8/2019	Goldin, Nicholas	Review media response (0.3).	0.30	\$444.00
11	10/8/2019	Goldin, Nicholas	Communications w/ Cravath, Board re: protective order (0.1); review hearing transcript (0.4).	0.50	\$740.00
12					
13	10/8/2019	Sussman, Rebecca A.	Email w/ R. Sparks Bradley and K. Kinsel re: question from N. Goldin re: Board documents (0.2); review and revise K. Kinsel research summary (0.3).	0.50	\$420.00
14					
15	10/8/2019	Kinsel, Kourtney J.	Draft work product re: 2011 IRP report (0.8); obtain additional report (1.1).	1.90	\$1,121.00
16					
17	10/8/2019	Ponce, Mario A.	Revisions to memo re: Governance and Board Committees (0.5); emails re: same (0.3).	0.80	\$1,312.00
18					
19	10/9/2019	Kinsel, Kourtney J.	Email to Company re: request for documents related to 2007 ERM recommendations (0.2).	0.20	\$118.00
20					
21	10/10/2019	Goldin, Nicholas	Communications w/ team re: media (0.2); review Butte investigation (0.1).	0.30	\$444.00
22	10/10/2019	Isaacman, Jennifer	Revise factual analysis work product (1.0).	1.00	\$590.00
23	10/10/2019	Ponce, Mario A.	Emails, teleconfs w/ PGE legal re: stock trading issues (0.3).	0.30	\$492.00
24					
25	10/10/2019	Ponce, Mario A.	Conference call w/ Board Chair (0.5) and emails re: various Board issues (0.2).	0.70	\$1,148.00
26	10/10/2019	Steinhardt, Brian M.	Calls to M. Ponce and Company re: case status.	0.50	\$820.00
27					
28					

1	10/11/2019	Curnin, Paul C.	Attend Board meeting call (1.0); review Board call materials (0.2).	1.20	\$1,968.00
2	10/11/2019	Goldin, Nicholas	Review OII submission (0.4); prepare re: media interaction (0.7).	1.10	\$1,628.00
3	10/11/2019	Kinsel, Kourtney J.	Review material re: media inquiry (0.7).	0.70	\$413.00
4	10/11/2019	Ponce, Mario A.	Review Board materials (0.5); Board telephonic meeting (1.5).	2.00	\$3,280.00
5	10/11/2019	Purushotham, Ravi	Board meeting (1.5); review of board materials (0.4).	1.90	\$2,517.50
6	10/12/2019	Goldin, Nicholas	Review media developments (0.2); communications w/ team re: same (0.1).	0.30	\$444.00
7	10/13/2019	Kinsel, Kourtney J.	Review documents re: media inquiry (2.3).	2.30	\$1,357.00
8	10/14/2019	Curnin, Paul C.	T/c w/ Company re: pending matters (0.5); t/c re: Butte settlement w/ clients (0.5).	1.00	\$1,640.00
9	10/14/2019	Goldin, Nicholas	Review material re: media inquiry (0.3); call w/ client re: same (0.3); call w/ Company re: same (0.2).	0.80	\$1,184.00
10	10/14/2019	Sparks Bradley, Rachel	Review recent media (0.5); emails w/ N. Goldin and J. Isaacman re: same (0.4).	0.90	\$985.50
11	10/14/2019	Sussman, Rebecca A.	Review J. Isaacman summary of podcast re: PG&E (0.4); t/c w/ K. Kinsel and J. Isaacman re: N. Goldin research project (0.6); review documents received from client per same (1.8); draft summary for R. Sparks Bradley re: same (0.3).	3.10	\$2,604.00
12	10/14/2019	Kinsel, Kourtney J.	Detailed review of documents re: media inquiry (9.3).	9.30	\$5,487.00
13	10/14/2019	Isaacman, Jennifer	Obtain podcast re: PG&E's safety culture (0.2); emails w/ R. Sussman and R. Sparks Bradley re: same (0.2); summarize podcast episode (1.2).	1.60	\$944.00
14	10/14/2019	Isaacman, Jennifer	Review Board documents for factual analysis work product (1.5).	1.50	\$885.00
15	10/14/2019	Lundqvist, Jacob	Continued drafting Tubbs litigation overview chart (0.8).	0.80	\$472.00
16	10/14/2019	Ponce, Mario A.	Weekly call w/ J. Loduca/J. Kane re: legal updates (0.5).	0.50	\$820.00

1	10/14/2019	Ponce, Mario A.	Review 8k (0.2); review materials circulated to Board re: power shut down, legal updates (0.5).	0.70	\$1,148.00
2					
3	10/15/2019	Goldin, Nicholas	Correspondence w/ team re: Board meetings and call w/ team re: CPUC hearing (0.4).	0.40	\$592.00
4					
5	10/15/2019	Sussman, Rebecca A.	Correspondence w/ STB team and client re: Board meetings (0.3); review court order re: PSPS (0.2); review K. Kinsel research re: prep analysis (0.2).	0.70	\$588.00
6					
7	10/15/2019	Kinsel, Kourtney J.	Confirm accuracy of dates on internal docket for Tubbs fire case (0.2).	0.20	\$118.00
8					
9	10/15/2019	Ponce, Mario A.	Review alternative financing (0.5), emails, issues re: same (0.3).	0.80	\$1,312.00
10	10/15/2019	Ponce, Mario A.	Emails w/ Board Chair re: governance issues (0.5).	0.50	\$820.00
11	10/16/2019	Laspisa, Rosemarie	Update document repository (1.0).	1.00	\$400.00
12	10/16/2019	Goldin, Nicholas	Call w/ client re: CPP (0.2); review media issues (1.2).	1.40	\$2,072.00
13					
14	10/16/2019	Goldin, Nicholas	Call w/ client re: Tubbs status (0.3); call w/ team re: same (0.1).	0.40	\$592.00
15	10/16/2019	Sparks Bradley, Rachel	Emails w/ N. Goldin re: CPP (0.2); emails to Company re: documents (0.3); review same (0.3).	0.80	\$876.00
16					
17	10/16/2019	Campbell, Eamonn W.	Emails w/ N. Goldin, K. Docherty, N. Denning re: Tubbs trial planning (0.2).	0.20	\$183.00
18	10/16/2019	Sussman, Rebecca A.	Correspondence w/ client re: document requests (0.3); review K. Kinsel research per request from N. Goldin (0.3).	0.60	\$504.00
19					
20	10/16/2019	Kinsel, Kourtney J.	Email w/ Company re: additional document request (0.2); review additional documents from Company (1.4).	1.60	\$944.00
21					
22	10/16/2019	Kinsel, Kourtney J.	Review of documents re: media inquiry (0.6); update material re: same (0.5).	1.10	\$649.00
23					
24	10/16/2019	Ponce, Mario A.	Emails, teleconfs, various issues re: Debt financing (0.7).	0.70	\$1,148.00
25					
26	10/16/2019	Ponce, Mario A.	Review financing motion papers (1.0).	1.00	\$1,640.00
27					
28					



1	10/17/2019	Curnin, Paul C.	Prepare for (0.3) and call w/ media re: upcoming article (0.6); t/c w/ Company re: same (0.1).	1.00	\$1,640.00
2					
3	10/17/2019	Goldin, Nicholas	Attend Board meeting (1.4).	1.40	\$2,072.00
4					
5	10/17/2019	Goldin, Nicholas	Prepare for media (1.0); call w/ media re: materials (0.5); review media follow up (0.2).	1.70	\$2,516.00
6					
7	10/17/2019	Sussman, Rebecca A.	Review WSP report to CPP (2.4); t/c and email w/ K. Kinsel re: legal research for N. Goldin re: client public statement (0.3).	2.70	\$2,268.00
8					
9	10/17/2019	Kinsel, Kourtney J.	Review Board documents (0.7); compile summary re: same (0.4); review media inquiry (0.3); draft material re: same (0.8).	2.20	\$1,298.00
10					
11	10/17/2019	Ponce, Mario A.	Telephonic Board Meeting (1.5); review Board materials (0.5).	2.00	\$3,280.00
12					
13	10/17/2019	Purushotham, Ravi	Restructuring committee call (joined late).	0.60	\$795.00
14					
15	10/18/2019	Curnin, Paul C.	Correspondence re: media inquiry (0.7).	0.70	\$1,148.00
16					
17	10/18/2019	Grogan, Gregory T.	Attend Compensation Committee meeting (1.0); preparations for same (0.3).	1.30	\$1,995.50
18					
19	10/18/2019	Goldin, Nicholas	Prepare media material (0.7); call w/ Company re: same (0.3); review CPUC update (0.3).	1.30	\$1,924.00
20					
21	10/18/2019	Campbell, Eamonn W.	Review of briefing re: Tubbs motion for protective order (0.3).	0.30	\$274.50
22					
23	10/18/2019	Phillips, Jacob M.	Participation in compensation committee meeting (1.0); prepare for same (0.5).	1.50	\$1,260.00
24					
25	10/18/2019	Sussman, Rebecca A.	Review materials re: CPUC, PG&E, PSPS emergency hearing re: PSPS (1.5); prepare summary of hearing for N. Goldin (0.5); review and revise media material from N. Goldin (0.5); correspondence w/ K. Kinsel re: same (0.6).	3.10	\$2,604.00
26					
27	10/18/2019	Calderon, Justin	Review Tubbs calendar re: protective order motion (0.1); communications w/ K. Kinsel re: same (0.1).	0.20	\$140.00
28					

1	10/18/2019	Kinsel, Kourtney J.	Review briefing re: Tubbs protective order (0.5); draft summary emails re: same (0.3); review docket entries triggered by filings (0.3).	1.10	\$649.00
2	10/18/2019	Kinsel, Kourtney J.	Attend CPUC PSPS teleconference (1.2); draft summary re: same (1.0).	2.20	\$1,298.00
3	10/18/2019	Kinsel, Kourtney J.	Review findings of 2011 IRP report (0.5); revise prep analysis re: same (0.3).	0.80	\$472.00
4	10/18/2019	Ponce, Mario A.	Emails w/ Board Chairman and PGE legal re: various governance issues (0.6).	0.60	\$984.00
5	10/20/2019	Grogan, Gregory T.	T/c w/ client and advisors to prepare for Compensation Committee meeting (1.0).	1.00	\$1,535.00
6	10/20/2019	Phillips, Jacob M.	Participation in preparatory call prior to compensation committee meeting (1.0); review materials re: same (0.3).	1.30	\$1,092.00
7	10/20/2019	Kinsel, Kourtney J.	Review filings in Safety Culture OII and summarize same for OII tracking chart (0.5).	0.50	\$295.00
8	10/21/2019	Curnin, Paul C.	Work on material re: media inquiry (0.5).	0.50	\$820.00
9	10/21/2019	Grogan, Gregory T.	Attend Compensation committee meeting (1.0); preparations for same (0.7); preparatory t/c's and emails prior to meeting (0.3).	2.00	\$3,070.00
10	10/21/2019	Franklin, Janie Marie	Assist J. Calderon w/ documents for review (0.1).	0.10	\$45.50
11	10/21/2019	Goldin, Nicholas	Review media issues (0.5); call w/ client re: same (0.4); call w/ Company re: same (0.6).	1.50	\$2,220.00
12	10/21/2019	Sparks Bradley, Rachel	Emails w/ J. Calderon re: interviews (0.5); t/c w/ R. Sussman re: reports to company, factual review (0.3); emails w/ R. Sussman re: same (0.3).	1.10	\$1,204.50
13	10/21/2019	Phillips, Jacob M.	Participate in preparatory call prior to compensation committee meeting (1.5).	1.50	\$1,260.00
14	10/21/2019	Phillips, Jacob M.	Draft prep analysis for compensation committee meeting (0.3).	0.30	\$252.00
15	10/21/2019	Calderon, Justin	Review interview memos fact analysis (1.0); communications w/ J. Franklin,	1.40	\$980.00

		J. Fell, R. Sussman, and R. Sparks Bradley re: same (0.4).		
10/21/2019	Ponce, Mario A.	Conference call w/ PGE Legal re: Annual Meeting planning (0.5).	0.50	\$820.00
10/21/2019	Ponce, Mario A.	Weekly call w/ J. Loduca/J. Kane (0.4).	0.40	\$656.00
10/21/2019	Ponce, Mario A.	Review L. Cheng email/materials to Board (0.4).	0.40	\$656.00
10/22/2019	Curnin, Paul C.	Prepare materials for media (0.8); call w/ Company re: same (0.2).	1.00	\$1,640.00
10/22/2019	Goldin, Nicholas	Attention to media issues (1.6); call w/ Company re: same (0.4); call w/ team re: estimation (0.1); correspondence w/ client group re: media (0.3).	2.40	\$3,552.00
10/22/2019	Sparks Bradley, Rachel	Review recent media (0.4); emails w/ N. Goldin and J. Isaacman re: same (0.6); t/c w/ N. Goldin re: same (0.1).	1.10	\$1,204.50
10/22/2019	Sussman, Rebecca A.	Review and revise material re: media inquiry (0.3); call w/ J. Isaacman re: N. Goldin factual research request (0.3); review work product re: same (0.7); emails w/ team re: same (0.3).	1.60	\$1,344.00
10/22/2019	Calderon, Justin	Review interview memos for fact analysis (0.7); email to N. Goldin re: same (0.1).	0.80	\$560.00
10/22/2019	Isaacman, Jennifer	Draft material re: media inquiry (3.6); calls w/ N. Goldin (0.1), R. Sussman (0.1), and R. Sparks Bradley re: same (0.1).	3.90	\$2,301.00
10/22/2019	Ponce, Mario A.	Emails w/ Board members re: litigation strategy (0.3).	0.30	\$492.00
10/23/2019	Goldin, Nicholas	Review inverse brief (1.1); call w/ client re: media (0.4); call w/ company re: same (0.4); prepare material re: same (0.9); correspondence w/ client re: same (0.3).	3.10	\$4,588.00
10/23/2019	Sussman, Rebecca A.	Review and revise material re: media inquiry (1.3); calls/emails w/ J. Isaacman and N. Goldin re: same (0.3); factual research re: same (0.4).	2.00	\$1,680.00
10/23/2019	Isaacman, Jennifer	Revise material re: media inquiry (1.6).	1.60	\$944.00

1	10/23/2019	Isaacman, Jennifer	Revise factual analysis work product (2.7).	2.70	\$1,593.00
2	10/23/2019	Ponce, Mario A.	Review Legal/Regulatory/Legislative documents to prepare updates for Board (0.8).	0.80	\$1,312.00
3	10/23/2019	Ponce, Mario A.	Emails w/ Directors re: litigation strategy and governance (0.5).	0.50	\$820.00
4	10/23/2019	Ponce, Mario A.	Emails w/ Directors re: litigation strategy and governance (0.5).	0.50	\$820.00
5	10/24/2019	Goldin, Nicholas	Correspondence w/ client re: media (0.3); review correspondence from client re: same (0.3); prepare material re: media (1.6); call team re: fires (0.2); call company re: internal issues (0.4).	2.80	\$4,144.00
6	10/24/2019	Goldin, Nicholas	Correspondence w/ client re: media (0.3); review correspondence from client re: same (0.3); prepare material re: media (1.6); call team re: fires (0.2); call company re: internal issues (0.4).	2.80	\$4,144.00
7	10/24/2019	Goldin, Nicholas	Correspondence w/ client re: media (0.3); review correspondence from client re: same (0.3); prepare material re: media (1.6); call team re: fires (0.2); call company re: internal issues (0.4).	2.80	\$4,144.00
8	10/24/2019	Goldin, Nicholas	Correspondence w/ client re: media (0.3); review correspondence from client re: same (0.3); prepare material re: media (1.6); call team re: fires (0.2); call company re: internal issues (0.4).	2.80	\$4,144.00
9	10/24/2019	Sussman, Rebecca A.	Review and revise media statement (1.6); calls w/ N. Goldin and J. Isaacman re: same (0.3).	1.90	\$1,596.00
10	10/24/2019	Sussman, Rebecca A.	Review and revise media statement (1.6); calls w/ N. Goldin and J. Isaacman re: same (0.3).	1.90	\$1,596.00
11	10/24/2019	Calderon, Justin	Draft summary of CPUC Prehearing Conference (2.0); review of documents re: same (1.0).	3.00	\$2,100.00
12	10/24/2019	Calderon, Justin	Draft summary of CPUC Prehearing Conference (2.0); review of documents re: same (1.0).	3.00	\$2,100.00
13	10/24/2019	Isaacman, Jennifer	Revisions to material re: media inquiry (1.4).	1.40	\$826.00
14	10/24/2019	Isaacman, Jennifer	Revisions to material re: media inquiry (1.4).	1.40	\$826.00
15	10/24/2019	Ponce, Mario A.	Telephonic Board Meeting (1.0), review L. Cheng posted materials related to the meeting (0.5).	1.50	\$2,460.00
16	10/24/2019	Ponce, Mario A.	Telephonic Board Meeting (1.0), review L. Cheng posted materials related to the meeting (0.5).	1.50	\$2,460.00
17	10/24/2019	Ponce, Mario A.	Emails directors re: various governance issues (0.7).	0.70	\$1,148.00
18	10/24/2019	Ponce, Mario A.	Emails directors re: various governance issues (0.7).	0.70	\$1,148.00
19	10/25/2019	Curnin, Paul C.	Revise draft filing on OII (1.0).	1.00	\$1,640.00
20	10/25/2019	Curnin, Paul C.	Revise draft filing on OII (1.0).	1.00	\$1,640.00
21	10/25/2019	Grogan, Gregory T.	Compensation committee meeting (1.0); prepare for same (0.5).	1.50	\$2,302.50
22	10/25/2019	Grogan, Gregory T.	Compensation committee meeting (1.0); prepare for same (0.5).	1.50	\$2,302.50
23	10/25/2019	Goldin, Nicholas	Review media outreach (1.0); call w/ Company re: same (0.2); review safety OII submission (0.3); review communications re: notice of depositions (0.2).	1.70	\$2,516.00
24	10/25/2019	Goldin, Nicholas	Review media outreach (1.0); call w/ Company re: same (0.2); review safety OII submission (0.3); review communications re: notice of depositions (0.2).	1.70	\$2,516.00
25	10/25/2019	Isaacman, Jennifer	Prepare material re: media inquiry (0.3).	0.30	\$177.00
26	10/25/2019	Isaacman, Jennifer	Prepare material re: media inquiry (0.3).	0.30	\$177.00
27	10/25/2019	Ponce, Mario A.	Emails, teleconfs directors re: various governance issues (0.7).	0.70	\$1,148.00
28	10/25/2019	Ponce, Mario A.	Emails, teleconfs directors re: various governance issues (0.7).	0.70	\$1,148.00
	10/26/2019	Goldin, Nicholas	Communications w/ client re: court submissions (1.0).	1.00	\$1,480.00
	10/26/2019	Goldin, Nicholas	Communications w/ client re: court submissions (1.0).	1.00	\$1,480.00
	10/27/2019	Curnin, Paul C.	Participate in Board Call (2.0).	2.00	\$3,280.00

1	10/27/2019	Goldin, Nicholas	Communications w/ client re: court submission (0.1); Board call (2.0); call team re: workstreams (0.1); review Board protocol (0.2).	2.40	\$3,552.00
2	10/27/2019	Ponce, Mario A.	Telephonic Board Meeting (2.5); review Board materials (0.8).	3.30	\$5,412.00
3	10/27/2019	Ponce, Mario A.	Conference calls, emails w/ Management, certain Directors and Advisors to prepare for Board Meeting (1.2).	1.20	\$1,968.00
4	10/28/2019	Curnin, Paul C.	Conference call w/ clients re: status (0.5); t/c w/ team re: press and governance (0.3); t/c w/ Company re: status and upcoming filings (0.5).	1.30	\$2,132.00
5	10/28/2019	Franklin, Janie Marie	Communications w/ team re: case updates (0.1).	0.10	\$45.50
6	10/28/2019	Ponce, Mario A.	Weekly call with J. Loduca/J. Kane re: various issues (0.5).	0.50	\$820.00
7	10/29/2019	Goldin, Nicholas	Review media inquiry issues (0.4); review fact summary (0.3); communications w/ client and company re: court submission (0.2).	0.90	\$1,332.00
8	10/29/2019	Sussman, Rebecca A.	Review and revise Board work product (0.9); emails/t/c w/ K. Kinsel and N. Goldin re: same (0.4).	1.30	\$1,092.00
9	10/29/2019	Kinsel, Kourtney J.	Cite check Board work product (3.1).	3.10	\$1,829.00
10	10/29/2019	Ponce, Mario A.	Emails, teleconfs, various issues re: settlement discussions, 10Q reserve disclosure and governance matters (1.3).	1.30	\$2,132.00
11	10/30/2019	Curnin, Paul C.	T/c w/ N. Brownell re: matter (0.3); review correspondence to CalFire (0.3); t/c w/ management and Board re: matter (0.5); correspondence re: media inquiry (0.8).	1.90	\$3,116.00
12	10/30/2019	Goldin, Nicholas	Call w/ client re: media inquiry (0.3); prepare material re: media inquiry (0.5); review factual summaries of Board activity (0.5).	1.30	\$1,924.00
13	10/30/2019	Goldin, Nicholas	Review email re: Tubbs hearing (0.2).	0.20	\$296.00

1	10/30/2019	Phillips, Jacob M.	Call w/ bankruptcy counsel re: timeline for motion re: compensation approval (0.3).	0.30	\$252.00
2					
3	10/30/2019	Sussman, Rebecca A.	Review and revise Board work product per comment from N. Goldin (1.3); emails/calls w/ K. Kinsel and N. Goldin re: same (0.5).	1.80	\$1,512.00
4					
5	10/30/2019	Sussman, Rebecca A.	Review K. Kinsel summary of hearing re: Tubbs fire trial (0.1).	0.10	\$84.00
6					
7	10/30/2019	Kinsel, Kourtney J.	Attend hearing in Tubbs case re: protective order (1.2); draft summary re: same (0.3).	1.50	\$885.00
8					
9	10/30/2019	Kinsel, Kourtney J.	Fact check Board work product (3.5).	3.50	\$2,065.00
10					
11	10/31/2019	Alcables, Elisa	Re D&O insurance coverage issues, email w/ N. Goldin and team re: Board meeting preparation (0.3); review and revise D&O insurance analysis re: 2017 Policies, 2018 Policies, EIS Policies and claims (1.5); emails w/ N. Goldin and team re: same (0.3); address follow-up questions re: same (0.5).	2.60	\$3,172.00
12					
13	10/31/2019	Curnin, Paul C.	Internal t/c in preparation for Board call (0.9); t/c w/ K. Orsini re: matter (0.2).	1.10	\$1,804.00
14					
15	10/31/2019	Grogan, Gregory T.	T/c w/ Compensation Committee member re: upcoming meeting (0.5).	0.50	\$767.50
16					
17	10/31/2019	Goldin, Nicholas	Review media inquiry issues (0.3); call w/ Company re: same (0.3); confer w/ team re: Board meeting preparation (0.3); correspondence w/ team re: same (0.2); communications w/ team re: cyber issue (0.1).	1.20	\$1,776.00
18					
19	10/31/2019	Sparks Bradley, Rachel	Draft/revise analysis for Board meeting (0.8); emails w/ N. Goldin, R. Sussman, K. Kinsel re: same (0.7); emails w/ E. Alcables re: same (0.2).	1.70	\$1,861.50
20					
21	10/31/2019	Campbell, Eamonn W.	Prepare analysis for Board meeting (1.0).	1.00	\$915.00
22					
23	10/31/2019	Phillips, Jacob M.	Review of compensation committee meeting materials (0.3).	0.30	\$252.00
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1	10/31/2019	Sussman, Rebecca A.	Call w/ advisors and Company re: media inquiry (0.4); prepare for same (0.2); draft analysis for meeting w/ Board (4.1); calls/emails w/ R. Sparks Bradley (0.5), J. Calderon (0.3), K. Kinsel (0.4), and N. Goldin re: same (0.6); review new Complaint filed against PG&E officers (0.7).	7.20	\$6,048.00
2	10/31/2019	Calderon, Justin	Revise of letter to PERA (0.7); communications w/ team re: same (0.3).	1.00	\$700.00
3	10/31/2019	Kinsel, Kourtney J.	T/c w/ Company et al. re: Board work product (0.3); prepare analysis for Board meeting (2.0).	2.30	\$1,357.00
4	10/31/2019	Ponce, Mario A.	Teleconfs/emails w/ Board Chair, CEO and General Counsel re: Board and Governance issues (1.0), review 8-K disclosure obligations and Employment Agreement re: discussions (1.0).	2.00	\$3,280.00
5	10/31/2019	Ponce, Mario A.	Review Board materials (0.7).	0.70	\$1,148.00
6	10/31/2019	Ponce, Mario A.	Calls, emails, review materials re: D&O Insurance and Indemnity (0.7).	0.70	\$1,148.00
7	10/31/2019	Kelley, Karen H.	T/c w/M. Ponce re: Form 8-K disclosure question.	0.20	\$285.00
8	11/1/2019	Alcabes, Elisa	Re: D&O insurance coverage issues, review revised analysis re: D&O insurance (0.5); email w/ N. Goldin and team re: final comments to same (0.4).	0.90	\$1,098.00
9	11/1/2019	Curnin, Paul C.	Board meeting prep (re: indemnity and insurance and new claims) (1.0); Board call (1.8).	2.80	\$4,592.00
10	11/1/2019	Grogan, Gregory T.	Compensation committee call re: bonus and other compensation plans (1.0); prepare for same (0.5).	1.50	\$2,302.50
11	11/1/2019	Goldin, Nicholas	Board call (1.7); review media issues, fact sheets (0.5); review CPUC requests (0.3); prepare for Board presentation (1.0).	3.50	\$5,180.00
12	11/1/2019	Sparks Bradley, Rachel	Revise material for Board meeting (0.3); emails w/ N. Goldin re: same (0.2).	0.50	\$547.50

1	11/1/2019	Phillips, Jacob M.	Telephonic participation in compensation committee meeting (1.0).	1.00	\$840.00
2					
3	11/1/2019	Sussman, Rebecca A.	Review and revise material for meeting w/ clients (0.7); review CPUC request (0.5); review Board presentation re: wildfire updates (0.6); review and revise K. Kinsel updates to Board fact sheets (0.8).	2.60	\$2,184.00
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6	11/1/2019	Kinsel, Kourtney J.	Review Board fact sheets (1.0); draft email summary to N. Goldin re: same (0.6).	1.60	\$944.00
7					
8	11/1/2019	Ponce, Mario A.	Telephonic Board Meeting (1.8).	1.80	\$2,952.00
9					
10	11/1/2019	Ponce, Mario A.	Teleconfs w/ CEO, GC and Board Chair re: various Governance issues (0.7).	0.70	\$1,148.00
11					
12	11/2/2019	Goldin, Nicholas	Review media issues (0.5).	0.50	\$740.00
13					
14	11/2/2019	Sussman, Rebecca A.	Emails w/ N. Goldin, R. Sparks Bradley, and K. Kinsel re: response to safety culture OII request (0.2).	0.20	\$168.00
15					
16	11/4/2019	Curnin, Paul C.	Review 10Q language (0.5); revise insurance correspondence (0.5); t/c w/ Munger Tolles re: public advocates demand (0.4); respond to question from director on 10Q (0.3).	1.70	\$2,788.00
17					
18	11/4/2019	Franklin, Janie Marie	File management (0.1).	0.10	\$45.50
19					
20	11/4/2019	Goldin, Nicholas	Call w/ Company counsel re: CPUC requests to directors (0.2); communications w/ Company re: media issues (0.2); review court order (0.4).	0.80	\$1,184.00
21					
22					
23	11/4/2019	Sussman, Rebecca A.	Call w/ MTO and Company re: response to Safety Culture OII (0.4); prepare for same (0.4); review comments to ALJ ruling (0.3); review email (0.1) and related documents from L. Cheng re: Board clients (0.1); email team re: same (0.1); emails w/ STB team re: upcoming Board meetings (0.4).	1.80	\$1,512.00
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1	11/4/2019	Ponce, Mario A.	Teleconfs, emails, various issues re: 10Q disclosure re: Reserves (0.4); review reserves disclosure (0.3).	0.70	\$1,148.00
2					
3	11/4/2019	Ponce, Mario A.	Emails, teleconfs w/ Comp. Committee Chair (0.5); and PGE (0.3) re: Comp. Committee Charter.	0.80	\$1,312.00
4					
5	11/4/2019	Ponce, Mario A.	Emails with Directors re: D&O Insurance (0.3); emails with Directors re: Elliott POR (0.2).	0.50	\$820.00
6					
7	11/5/2019	Curnin, Paul C.	Review draft OII testimony (0.5); review response to AWJ ruling (0.3); t/c w/ corporate counsel re: AWJ ruling (0.4); correspondence re: media (0.3).	1.50	\$2,460.00
8					
9					
10	11/5/2019	Goldin, Nicholas	Review media issues (0.1).	0.10	\$148.00
11	11/5/2019	Sussman, Rebecca A.	Review court order re: PSPS (0.3); emails w/ STB team and client re: media (0.2).	0.50	\$420.00
12					
13	11/5/2019	Ponce, Mario A.	Audit Committee Meeting (1.0); review materials for Audit Committee meeting (0.5).	1.50	\$2,460.00
14	11/5/2019	Ponce, Mario A.	Review (0.4) and emails, teleconfs directors (0.3) re: 10Q disclosure.	0.70	\$1,148.00
15	11/6/2019	Curnin, Paul C.	Attend Board call (1.0).	1.00	\$1,640.00
16	11/6/2019	Goldin, Nicholas	Review D&O coverage correspondence (0.2).	0.20	\$296.00
17	11/6/2019	Campbell, Eamonn W.	Review of joint case management conference statement (0.2).	0.20	\$183.00
18	11/6/2019	Sussman, Rebecca A.	Review outline for GRC brief (0.8); correspondence w/ N. Goldin, K. Kinsel and Company re: same (0.5).	1.30	\$1,092.00
19	11/6/2019	Kinsel, Kourtney J.	Review and comment on outline for GRC filing (0.2).	0.20	\$118.00
20	11/6/2019	Kinsel, Kourtney J.	Review CPUC Safety OII proceeding and summarize recent filing (0.1).	0.10	\$59.00
21	11/6/2019	Ponce, Mario A.	Telephonic Board Meeting (1.2).	1.20	\$1,968.00
22	11/7/2019	Curnin, Paul C.	T/c w/ J. Brandt (company counsel) re: insurance (0.3); t/c w/ B. Brian re: Butte County DA (0.3).	0.60	\$984.00
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1	11/7/2019	Grogan, Gregory T.	Compensation committee call (1.2); prepare for same (0.3).	1.50	\$2,302.50
2	11/7/2019	Phillips, Jacob M.	Telephonic participation in informal compensation committee meeting (1.2).	1.20	\$1,008.00
3	11/7/2019	Sussman, Rebecca A.	Review and revise opening brief of GRC (1.0); review and revise electric distribution portion of GRC brief (2.2); review minutes from CPP meeting (0.3); emails/call w/ K. Kinsel, N. Goldin, and R. Sparks Bradley re: same (0.5).	4.00	\$3,360.00
4	11/8/2019	Campbell, Eamonn W.	Review of case management conference transcript re: protective order (0.1).	0.10	\$91.50
5	11/8/2019	Sussman, Rebecca A.	Email w/ N. Goldin and K. Kinsel re: client media (0.2); review same (0.4); review and revise GRC brief (1.4); review K. Kinsel revisions to GRC brief (0.5); email w/ Company and MTO re: safety culture OII (0.3).	2.80	\$2,352.00
6	11/8/2019	Kinsel, Kourtney J.	Attend case management hearing on protective order in Tubbs fire case (1.0).	1.00	\$590.00
7	11/8/2019	Kinsel, Kourtney J.	Draft summary of case management hearing held in Tubbs Fire case and email internal team re: same (0.2).	0.20	\$118.00
8	11/8/2019	Kinsel, Kourtney J.	Review and comment on GRC briefs (2.4).	2.40	\$1,416.00
9	11/8/2019	Ponce, Mario A.	Review Committee Minutes (0.8).	0.80	\$1,312.00
10	11/9/2019	Sussman, Rebecca A.	Review draft responses to safety OII requests (0.4); emails w/ N. Goldin and Company re: same (0.2).	0.60	\$504.00
11	11/10/2019	Kelley, Karen H.	Prep. e-mail to G. Grogan, M. Ponce re: board member role question (0.1); review rule re: same (0.1).	0.20	\$285.00
12	11/11/2019	Alcibes, Elisa	Re: General Rate Case, review and revise PG&E brief sections re: insurance issues per board request (1.9); email w/ R. Sussman and N. Goldin re: same (0.3).	2.20	\$2,684.00

1	11/11/2019	Curnin, Paul C.	T/c w/ clients, Munger Tolles, and Company re: Public Advocate responses (0.5).	0.50	\$820.00
2					
3	11/11/2019	Goldin, Nicholas	Review draft CPUC public advocate submission (1.3); conference team re: same, other submissions (0.5); call w/ directors, company re: advocate submission (0.4); call w/ Company counsel re: same (0.2).	2.40	\$3,552.00
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6	11/11/2019	Sussman, Rebecca A.	Meeting w/ N. Goldin re: GRC brief (0.2); prepare for same (0.8); call w/ Company and Board and N. Goldin re: response to OII (0.5); review and revise K. Kinsel revisions to GRC brief sections (1.8); review and revise GRC brief sections (3.9); emails w/ K. Kinsel and N. Goldin re: same (0.7).	7.90	\$6,636.00
7					
8	11/11/2019	Kinsel, Kourtney J.	Review GRC drafts (3.0); email R. Sussman re: comments re: same (0.3).	3.30	\$1,947.00
9					
10	11/11/2019	Ponce, Mario A.	Weekly Call w/ J. Loduca/J. Kane re: various issues (0.5).	0.50	\$820.00
11					
12	11/12/2019	Alcabes, Elisa	Re: D&O Insurance, further review/analyze Allianz coverage letter (0.5); tc/email w/ N. Goldin re: same (0.3); email w/ Latham (R. Perrin) re: response to same (0.2).	1.00	\$1,220.00
13					
14	11/12/2019	Curnin, Paul C.	Restructuring Committee Call (1.5); Board Call (1.5); review insurance correspondence (0.3); review Board materials (0.8).	4.10	\$6,724.00
15					
16	11/12/2019	Grogan, Gregory T.	T/c's and emails w/ Weil and Compensation Committee members re: bonus and compensation motions (0.5); review and revise motions re: same (0.5).	1.00	\$1,535.00
17					
18	11/12/2019	Goldin, Nicholas	Board call (1.7); review testimony (2.4); communications w/ team re: insurance issues (0.3); review coverage letter (0.2).	4.60	\$6,808.00
19					
20	11/12/2019	Phillips, Jacob M.	Review and revise bankruptcy motions re: compensation matters (1.5); review compensation committee member comments on bankruptcy motions re: compensation matters (0.5).	2.00	\$1,680.00
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1	11/12/2019	Sussman, Rebecca A.	Review and revise advice letter (1.0); emails/calls w/ N. Goldin and K. Kinsel re: GRC brief (1.4); calls/emails w/ company re: GRC brief (0.3); review and revise wildfire OII draft testimony (1.7); emails/calls w/ K. Kinsel re: same (0.4).	4.80	\$4,032.00
2	11/12/2019	Kinsel, Kourtney J.	Review OII witness testimony draft (1.9); communications w/ R. Sussman re: same (0.4).	2.30	\$1,357.00
3	11/12/2019	Ponce, Mario A.	Finance/Restructuring Committee Call (1.0).	1.00	\$1,640.00
4	11/12/2019	Ponce, Mario A.	Telephonic Board Meeting (1.7).	1.70	\$2,788.00
5	11/12/2019	Ponce, Mario A.	Review materials for meetings (1.0).	1.00	\$1,640.00
6	11/12/2019	Ponce, Mario A.	Emails with PGE management (0.3) and directors (0.4) re: various Governance issues.	0.70	\$1,148.00
7	11/13/2019	Alcibes, Elisa	Re D&O Insurance, email w/ N. Goldin re: Allianz letter and implications re: same (0.5); review J. Isaacman summary re: Allianz letter (0.3); email w/ N. Goldin and J. Isaacman re: responses to follow-up questions re: same (0.5).	1.30	\$1,586.00
8	11/13/2019	Curnin, Paul C.	T/c w/ J. Loduca and K. Orsini re: production (0.3); t/cs w/ J. Loduca, K. Orsini and S. Karotkin re: releases (0.4).	0.70	\$1,148.00
9	11/13/2019	Grogan, Gregory T.	T/c's and emails w/ Weil and Compensation Committee members re: bonus and compensation motions (0.7); review and revise motions (1.2).	1.90	\$2,916.50
10	11/13/2019	Goldin, Nicholas	Review GRC submission (2.8); review OII testimony (1.3); review insurance issues (0.4); call w/ team re: strategy (0.4).	4.90	\$7,252.00
11	11/13/2019	Campbell, Eamonn W.	Review of proposed protective order re: Tubbs trial publicity, court order following November 8, 2019 hearing (0.3).	0.30	\$274.50

1	11/13/2019	Phillips, Jacob M.	Review and revise bankruptcy motions re: compensation matters (2.0); review compensation committee member comments on bankruptcy motions re: compensation matters (0.6).	2.60	\$2,184.00
2					
3					
4					
5	11/13/2019	Sussman, Rebecca A.	Meeting/emails w/ N. Goldin re: GRC brief revisions (0.6); review and revise GRC brief re: same (3.6); call w/ M. Gandesbery, C. Middlekauff, and K. Kinsel re: same (0.2); review and revise summary of insurance carrier letter (0.5); review Allianz coverage letter (0.4); revise J. Isaacman summary of same (0.3); correspondence w/ J. Isaacman, E. Alcabes, and N. Goldin re: same (0.2); review and revise CPUC Wildfire OII testimony (1.5); draft tracking chart re: outstanding requests (1.5).	8.80	\$7,392.00
6					
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12					
13	11/13/2019	Kinsel, Kourtney J.	Review OII witness testimony and provide comments (2.0); email E. Seals re: same (0.1).	2.10	\$1,239.00
14					
15	11/13/2019	Isaacman, Jennifer	Summarize Allianz letter (1.9).	1.90	\$1,121.00
16					
17	11/13/2019	Ponce, Mario A.	Emails directors re: RSA (0.5) and Director Insurance and Indemnity (0.5).	1.00	\$1,640.00
18					
19	11/13/2019	Ponce, Mario A.	Review STIP and KESIP compensation motions (0.5); emails re: same (0.3).	0.80	\$1,312.00
20					
21	11/13/2019	Ponce, Mario A.	Review and comment on Equity/TCC term sheet.	1.40	\$2,296.00
22					
23	11/14/2019	Alcabes, Elisa	Re: D&O Insurance, email w/ N. Goldin and P. Curnin re: Allianz letter and questions re: D&O insurance towers (0.3); conf. call w/ PG&E (R. Reilly), Latham, N. Goldin and P. Curnin re: Allianz letter, retention of coverage counsel and next steps re: same (0.5).	0.80	\$976.00
24					
25	11/14/2019	Curnin, Paul C.	T/c w/ Latham and others re: insurance coverage (0.5).	0.50	\$820.00
26					
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1	11/14/2019	Grogan, Gregory T.	T/c's and emails w/ Weil and Compensation Committee members re: bonus and compensation motions (0.5); review and revise motions (0.5).	1.00	\$1,535.00
2	11/14/2019	Goldin, Nicholas	Review draft CPUC OII testimony (0.8).	0.80	\$1,184.00
3	11/14/2019	Goldin, Nicholas	Call client re: GRC submission (0.2); call w/ Company counsel re: D&O insurance (0.5); analysis re: insurance coverage (0.3).	1.00	\$1,480.00
4	11/14/2019	Phillips, Jacob M.	Review and revise draft bankruptcy motions re: compensation matters (1.1); review compensation committee member comments on bankruptcy motions re: compensation matters (0.5).	1.60	\$1,344.00
5	11/14/2019	Sussman, Rebecca A.	Review and revise OII draft testimony (0.9); communications w/ N. Goldin and Company re: same (0.4).	1.30	\$1,092.00
6	11/14/2019	Calderon, Justin	Communications w/ R. Sussman re: case calendar (0.2); including review of case calendar (0.1).	0.30	\$210.00
7	11/14/2019	Isaacman, Jennifer	Revise material re: defendants named in lawsuits (1.0).	1.00	\$590.00
8	11/14/2019	Ponce, Mario A.	Emails re: Comp. Committee Motion issues (0.3); review disclosed materials for CEO and senior management compensation plans (0.3).	0.60	\$984.00
9	11/14/2019	Ponce, Mario A.	Review of New Equity Commitments (1.0).	1.00	\$1,640.00
10	11/15/2019	Alcibes, Elisa	Re: D&O Insurance, email w/ P. Curnin and Latham re: discussions w/ PERA, Weil and Covington re: Allianz letter (0.3).	0.30	\$366.00
11	11/15/2019	Curnin, Paul C.	Board call (1.0); restructuring committee call (1.0); t/c w/ J. Loduca re: status (0.2); t/c w/ K. Orsini re: status (0.2); t/c w/ N. Brownell re: status (0.2); review wildfire OII materials (0.4).	3.00	\$4,920.00

1	11/15/2019	Grogan, Gregory T.	Emails w/ Compensation Committee members re: compensation-related motions (0.3) and communications w/ Compensation Committee members re: motion (0.2).	0.50	\$767.50
2	11/15/2019	Goldin, Nicholas	Board call (1.5); call w/ team re: court filing (0.5); review OII testimony (0.5); review correspondence re: media (0.3); review CPUC wildfire submission (0.4).	3.20	\$4,736.00
3	11/15/2019	Sussman, Rebecca A.	Call w/ Company re: GRC brief revisions (0.3); telephonic Board meeting (1.5); review and revise draft of tier 1 letter (0.6); emails w/ client and company re: same (0.3); review OII draft testimony (0.7); emails w/ N. Goldin and company re: same (0.4).	3.80	\$3,192.00
4	11/15/2019	Kinsel, Kourtney J.	Review expert report and provide comments (1.6).	1.60	\$944.00
5	11/15/2019	Mierski, Nathan	Compare Bates numbers for J. Isaacman (0.3).	0.30	\$79.50
6	11/15/2019	Ponce, Mario A.	Telephonic Board Meeting (1.2).	1.20	\$1,968.00
7	11/16/2019	Curnin, Paul C.	T/c w/ K. Orsini re: percentage (0.3); t/c w/ J. Loduca re: same (0.3).	0.60	\$984.00
8	11/16/2019	Grogan, Gregory T.	T/c w/ Weil re: compensation-related motions (1.1) and prepare summaries for Compensation Committee members (0.4).	1.50	\$2,302.50
9	11/16/2019	Goldin, Nicholas	Board call (1.2); review draft filings (0.3).	1.50	\$2,220.00
10	11/16/2019	Phillips, Jacob M.	Call w/ Company bankruptcy counsel re: compensation-related motions (1.1).	1.10	\$924.00
11	11/16/2019	Sussman, Rebecca A.	Email w/ Company and STB team re: Tier 1 letter (0.7).	0.70	\$588.00
12	11/16/2019	Ponce, Mario A.	Telephonic Board Meeting (1.2).	1.20	\$1,968.00
13	11/16/2019	Ponce, Mario A.	Prepare for Board Meeting (1.0); review revised Equity Commitment letters (1.0); teleconfs and emails with advisors re: same (0.4).	2.40	\$3,936.00

1	11/17/2019	Goldin, Nicholas	Review OII testimony (0.7); communications w/ team, Company counsel re: same (0.2).	0.90	\$1,332.00
2					
3	11/17/2019	Phillips, Jacob M.	Review and analyze Company counsel's bankruptcy motion drafts (0.3); discuss same w/ compensation committee members (0.2).	0.50	\$420.00
4					
5	11/17/2019	Sussman, Rebecca A.	Review and revise PG&E response to evidentiary hearing for OII (0.7); review and revise draft OII testimony (0.7); emails/calls w/ team re: work product for directors (0.7).	2.10	\$1,764.00
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7					
8	11/17/2019	Ponce, Mario A.	Emails (0.5) and teleconfs (0.5) directors and STB team re: Equity Commitments, 8K, Company forecasts, Board communications.	1.00	\$1,640.00
9					
10	11/18/2019	Curnin, Paul C.	Call w/ J. Loduca & J. Kane (0.8); review CPP monthly reports (0.9).	1.70	\$2,788.00
11					
12	11/18/2019	Grogan, Gregory T.	Review compensation-related motions (1.0) and provide comments re: same (0.5).	1.50	\$2,302.50
13					
14	11/18/2019	Ricciardi, Sara A.	Emails to team re: fact questions (0.5).	0.50	\$595.00
15					
16	11/18/2019	Goldin, Nicholas	Review OII drafts (0.5); communications w/ client re: Tier 1 letter (0.2); review minutes (0.7); call w/ client re: inverse condemnation issues (0.3); communications w/ team re: workstreams (0.4).	2.10	\$3,108.00
17					
18	11/18/2019	Phillips, Jacob M.	Communications w/ compensation committee re: compensation-related bankruptcy motions (0.2).	0.20	\$168.00
19					
20	11/18/2019	Sussman, Rebecca A.	Call w/ Cravath re: court filing (0.1); emails w/ N. Goldin re: same (0.1); review and revise tracking chart of outstanding Board requests (1.1); call w/ Jenner and A. Vallejo re: comments to Locate and Mark OII Joint Reply Comments (0.3); review and revise R&Os to Ad Hoc Committee data request (0.8); review and revise tier 1 advice letter (0.3); communications w/ company re: same (0.3); email w/ S. Ricciardi re: fact	5.00	\$4,200.00
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		work product (0.8); draft summary re: same (1.2).		
11/18/2019	Kinsel, Kourtney J.	Review response to data request (0.9).	0.90	\$531.00
11/18/2019	Isaacman, Jennifer	Review Reply Comments on Settlement MRD (0.5).	0.50	\$295.00
11/18/2019	Ponce, Mario A.	Weekly call w/ J. Loduca/J. Kane (0.5).	0.50	\$820.00
11/18/2019	Ponce, Mario A.	Review SNO Committee Minutes (0.8).	0.80	\$1,312.00
11/19/2019	Kovoor, Thomas G.	Prepare analytics for productions overview (1.0).	1.00	\$420.00
11/19/2019	Grogan, Gregory T.	Review compensation-related motions (0.5) and provide comments re: same (0.5).	1.00	\$1,535.00
11/19/2019	Ricciardi, Sara A.	Review status updates (0.2); review AdHoc R&Os (0.3); emails w/ N. Goldin, R. Sussman re: same (0.2); call w/ R. Sussman re: same (0.2); call w/ N. Goldin re: same (0.2); research/analysis re: Supreme Court decision (0.3); email w/ J. Isaacman re: same (0.2); review Section 854 brief (0.7); emails w/ team re: same (0.4).	2.70	\$3,213.00
11/19/2019	Goldin, Nicholas	CPP, audit, SNO call (1.5); review filings (0.5); call w/ Munger re: same (0.2); review media issues (0.2); analysis re: application of inverse doctrine (0.3); communications w/ client re: same (0.1).	2.80	\$4,144.00
11/19/2019	Campbell, Eamonn W.	Draft case overview summary re: upcoming deadlines, litigation strategy (1.8).	1.80	\$1,647.00

1	11/19/2019	Phillips, Jacob M.	Communications w/ compensation committee re: compensation-related bankruptcy motions (0.8); draft compensation-related bankruptcy motions (1.1).	1.90	\$1,596.00
2	11/19/2019	Phillips, Jacob M.	Call w/ Company re: CPUC filings and executive compensation performance metrics (0.3).	0.30	\$252.00
3	11/19/2019	Sussman, Rebecca A.	Review board litigation/regulatory summary (0.3); legal research re: TCC argument (1.0); review and revise J. Isaacman summary re: same (0.3); review and revise Section 854 brief (1.7); review and revise response to ADC data request (1.2); communications w/ N. Goldin and S. Ricciardi re: same (0.8); communications w/ PG&E re: same (0.3); revise ADC data request response per comments from S. Ricciardi (0.4); review document review requests per question from N. Goldin (1.7).	7.70	\$6,468.00
4	11/19/2019	Kinsel, Kourtney J.	Prepare list of upcoming deadlines and hearings in Tubbs trial (0.4); email E. Campbell re: same (0.1).	0.50	\$295.00
5	11/19/2019	Isaacman, Jennifer	Research for 11/19 hearing (2.3).	2.30	\$1,357.00
6	11/19/2019	Ponce, Mario A.	Telephonic SNO Committee Meeting (1.2); review materials for same (0.5).	1.70	\$2,788.00
7	11/20/2019	Alcables, Elisa	Re: D&O Insurance, email w/ N. Goldin and Latham re: D&O insurance (0.3).	0.30	\$366.00
8	11/20/2019	Frankel, Andrew T.	Review updates re: Tubbs (0.4); communications w/ E. Campbell re: same (0.3).	0.70	\$1,074.50
9	11/20/2019	Grogan, Gregory T.	Review compensation-related motions (0.5) and provide comments re: same (0.5).	1.00	\$1,535.00
10	11/20/2019	Ricciardi, Sara A.	Review reports re: CA hearing (0.2); review CPP draft report (0.3).	0.50	\$595.00
11	11/20/2019	Goldin, Nicholas	Review OII filings (0.5); review Tubbs document production (0.4); review CPP report to board (0.4).	1.30	\$1,924.00

1	11/20/2019	Sussman, Rebecca A.	Review and revise CPP report to Board (2.9); draft attorney workflow chart and circulate to team for review (1.4); review revised Tier 1 language (0.8); review and revise brief re: Section 854 (1.2).	6.30	\$5,292.00
2	11/20/2019	Kinsel, Kourtney J.	Review case management plan and chart of upcoming workstreams (0.3).	0.30	\$177.00
3	11/20/2019	Isaacman, Jennifer	Update workflow chart (0.1).	0.10	\$59.00
4	11/20/2019	Ponce, Mario A.	Review Board/Committee Minutes (0.7).	0.70	\$1,148.00
5	11/21/2019	Frankel, Andrew T.	Communications w/ team re: Tubbs status (0.4); reassignment to J. Cheng (0.1); review background re: same (0.2).	0.70	\$1,074.50
6	11/21/2019	Goldin, Nicholas	Analysis re: estimation discovery schedule (1.5); communications w/ team, Company counsel re: same (0.2); communications w/ team re: Board meetings (0.2).	1.90	\$2,812.00
7	11/21/2019	Sussman, Rebecca A.	Review and revise PAO R&Os (0.8); communications w/ Company, client, and N. Goldin re: Tier 1 advice letter (0.7); review revised brief of applicability of section 854 (0.7).	2.20	\$1,848.00
8	11/21/2019	Lundqvist, Jacob	Email summary of order reassigning case (0.2).	0.20	\$118.00
9	11/21/2019	Ponce, Mario A.	Telephonic Board Meeting (1.3); review related materials (0.5).	1.80	\$2,952.00
10	11/21/2019	Ponce, Mario A.	Emails, teleconfs board members re: various Governance issues (0.4).	0.40	\$656.00
11	11/22/2019	Frankel, Andrew T.	Communications w/ team re: Tubbs mock (0.5).	0.50	\$767.50
12	11/22/2019	Curnin, Paul C.	Draft CPP memo to Board (0.4); review minutes (0.3).	0.70	\$1,148.00
13	11/22/2019	Grogan, Gregory T.	Emails w/ committee members re: Compensation Committee meeting, including review materials (0.5).	0.50	\$767.50
14	11/22/2019	Phillips, Jacob M.	Communications w/ compensation committee re: compensation motions (0.2).	0.20	\$168.00

1	11/22/2019	Sussman, Rebecca A.	Draft summary of document collection (2.8); emails w/ team re: same (0.4); review revised court response (0.7).	3.90	\$3,276.00
2					
3	11/22/2019	Kinsel, Kourtney J.	Attend Tubbs judge resassignment hearing (0.3); prepare summary of hearing (0.2); email E. Campbell re: same (0.1).	0.60	\$354.00
4					
5	11/22/2019	Ponce, Mario A.	Bankruptcy OII Governance issues (0.4).	0.40	\$656.00
6					
7	11/23/2019	Grogan, Gregory T.	Emails w/ committee members re: Compensation Committee meeting, including review materials (0.5).	0.50	\$767.50
8					
9	11/23/2019	Ricciardi, Sara A.	Review draft of interim analysis report to Board (1.2).	1.20	\$1,428.00
10	11/24/2019	Grogan, Gregory T.	Review materials for Compensation Committee meeting (0.5).	0.50	\$767.50
11	11/24/2019	Goldin, Nicholas	Review OII testimony (0.8).	0.80	\$1,184.00
12	11/24/2019	Phillips, Jacob M.	Email committee members re: compensation committee information meeting (0.2).	0.20	\$168.00
13	11/24/2019	Sussman, Rebecca A.	Review PGE OII expert report (0.7).	0.70	\$588.00
14					
15	11/25/2019	Alcibes, Elisa	Re: D&O Insurance, review and revise draft summary to Board re: D&O insurance issues (0.5); email w/ PG&E (R. Reilly) re: status of exhaustion of D&O towers (0.3).	0.80	\$976.00
16					
17	11/25/2019	Curnin, Paul C.	T/c w/ J. Loduca re: trial strategy (0.5); review OII materials from Munger (0.4); review OII order on ex parte settlement (0.5).	1.40	\$2,296.00
18					
19	11/25/2019	Grogan, Gregory T.	Compensation Committee meeting re: CPUC requirements (1.5) and prepare for meeting (0.5).	2.00	\$3,070.00
20					
21	11/25/2019	Goldin, Nicholas	Communications w/ team re: director composition (0.2); call w/ Company re: Tubbs (0.4); prepare correspondence to directors re: developments (0.5); CPP meeting (1.4).	2.50	\$3,700.00
22					
23	11/25/2019	Phillips, Jacob M.	Call w/ compensation committee and advisors re: Executive Compensation POR Testimony (1.5).	1.50	\$1,260.00
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1	11/25/2019	Sussman, Rebecca A.	Update workflow chart (0.8).	0.80	\$672.00
2	11/25/2019	Calderon, Justin	Update case calendar (1.0).	1.00	\$700.00
3	11/25/2019	Ponce, Mario A.	Weekly call w/ J. Loduca/J. Kane (0.4).	0.40	\$656.00
4	11/25/2019	Ponce, Mario A.	Emails, teleconfs w/ certain Directors re: Governance questions (0.3); emails, teleconfs w/ certain directors re: Governor's proposals and settlement (0.4).	0.70	\$1,148.00
5	11/25/2019	Kelley, Karen H.	T/c w/ M. Ponce re: governance question (0.1).	0.10	\$142.50
6	11/26/2019	Curnin, Paul C.	T/c w/ J. Loduca re: logistics for Board (0.3); email w/ director clients re: media, D&O, settlement (1.1).	1.40	\$2,296.00
7	11/26/2019	Goldin, Nicholas	Review court submission (1.3); call w/ Company re: same (0.5); correspondence w/ client re: updates (0.3); communications w/ team re: workstreams (0.2).	2.30	\$3,404.00
8	11/26/2019	Sussman, Rebecca A.	Review work product prepared for client (0.7).	0.70	\$588.00
9	11/26/2019	Ponce, Mario A.	Emails re: governance with Directors (0.4).	0.40	\$656.00
10	11/27/2019	Ricciardi, Sara A.	Review motion to expand proceeding (0.2).	0.20	\$238.00
11	11/27/2019	Goldin, Nicholas	Communications w/ team re: workstreams (0.5); review CPP report to board (0.3).	0.80	\$1,184.00
12	11/27/2019	Kinsel, Kourtney J.	Review CPP update and provide comments (0.4).	0.40	\$236.00
13	11/27/2019	Ponce, Mario A.	Review and comment on Board and Committee Minutes (1.0).	1.00	\$1,640.00
14	12/2/2019	Curnin, Paul C.	T/c w/ J. Loduca re: legal strategy (0.5); edit pre-trial brief (0.8).	1.30	\$2,132.00
15	12/2/2019	Ricciardi, Sara A.	Review press re: CA probe/investigations report (0.2); emails to team re: same (0.2).	0.40	\$476.00
16	12/2/2019	Goldin, Nicholas	Call company counsel re: derivative claims, insurance (0.5); call client re: wildfire report (0.2); review same (0.2); review media (0.2); review communications re: TCC	1.50	\$2,220.00

		developments (0.2); review Tubbs pretrial brief (0.2).		
12/2/2019	Sussman, Rebecca A.	Review and revise STB team workflows chart (0.3); review media re: CPUC report (0.3).	0.60	\$504.00
12/2/2019	Kinsel, Kourtney J.	Emails to team re: media article and SED report referenced therein (0.4).	0.40	\$236.00
12/2/2019	Ponce, Mario A.	Teleconfs, emails w/ Comp. Committee Chair and Board Chair re various Governance issues (0.8); review Board Code of Conduct, Governance Guidelines and Bylaws re: same (0.4).	1.20	\$1,968.00
12/2/2019	Ponce, Mario A.	Review materials for Board Meeting (0.8); emails, various issues re meeting (0.4).	1.20	\$1,968.00
12/3/2019	Frankel, Andrew T.	Review/revise Tubbs trial brief (0.9); communications w/ team re: same (0.4).	1.30	\$1,995.50
12/3/2019	Curnin, Paul C.	T/c w/ M. Moore re: privilege (0.2); t/c w/ J. Loduca re: trial brief (0.2).	0.40	\$656.00
12/3/2019	Goldin, Nicholas	Revise CPUC OSC briefing (1.0); revise Tubbs pre-trial briefing (2.0).	3.00	\$4,440.00
12/3/2019	Sussman, Rebecca A.	Review and revise PSPS OSC PHC Statement (0.3).	0.30	\$252.00
12/3/2019	Duran, Raul G.	Review local rules re: PHV filing (0.1).	0.10	\$59.00
12/3/2019	Kinsel, Kourtney J.	Review CPUC Camp Fire Investigation Report (0.2).	0.20	\$118.00
12/3/2019	Ponce, Mario A.	Telephonic Board Meeting (1.2).	1.20	\$1,968.00
12/3/2019	Ponce, Mario A.	Review/comments on Board Minutes (1.3).	1.30	\$2,132.00
12/4/2019	Frankel, Andrew T.	Review Tubbs filings for mock trial (3.0).	3.00	\$4,605.00
12/4/2019	Curnin, Paul C.	Review complaint (1.1); scheduling stipulation discussions (0.3); t/c's w/ management re: possible resolution (0.5).	1.90	\$3,116.00

1	12/4/2019	Ricciardi, Sara A.	Emails to team re: EVM findings call (0.3); review summary re: same (0.2).	0.50	\$595.00
2	12/4/2019	Goldin, Nicholas	Board meeting (1.0); call w/ team re: Tubbs (0.2); review Tubbs pre-trial brief (0.3).	1.50	\$2,220.00
3	12/4/2019	Duran, Raul G.	Attend status conference (0.8).	0.80	\$472.00
4	12/4/2019	Duran, Raul G.	Draft hearing summary (1.1).	1.10	\$649.00
5	12/4/2019	Kinsel, Kourtney J.	Attend Monitor EVM t/c (2.0); prepare summary to internal team re: same (1.1).	3.10	\$1,829.00
6	12/4/2019	Kinsel, Kourtney J.	Review draft responses for POR OII (1.2).	1.20	\$708.00
7	12/4/2019	Lundqvist, Jacob	Emails to team re: case calendar (Tubbs) (0.3).	0.30	\$177.00
8	12/4/2019	Ponce, Mario A.	Telephonic Board Meeting (1.0); emails, issues re same (0.3).	1.30	\$2,132.00
9	12/5/2019	Grogan, Gregory T.	Prepare for Compensation Committee pre-meeting (0.5).	0.50	\$767.50
10	12/5/2019	Ricciardi, Sara A.	Review agendas for Committee and Board meetings (0.2); emails to P. Curnin re: same (0.2); emails to R. Sussman re: Safety OII (0.3); email to L. Cheng re: Board and Committee meetings (0.2).	0.90	\$1,071.00
11	12/5/2019	Sussman, Rebecca A.	Email w/ STB team re: OII draft data responses (0.3); review and revise same (0.3); review Board correspondence re: court filings (0.3).	0.90	\$756.00
12	12/5/2019	Kinsel, Kourtney J.	Confirm requirements for electronic filing (0.2).	0.20	\$118.00
13	12/5/2019	Ponce, Mario A.	Review/comments to Board and Committee Minutes (1.4).	1.40	\$2,296.00
14	12/5/2019	Ponce, Mario A.	Review 8-K and Press Release re TCC settlement (0.5); emails re same (0.2).	0.70	\$1,148.00
15	12/5/2019	Ponce, Mario A.	Telephonic Board Meeting (1.3).	1.30	\$2,132.00
16	12/5/2019	Ponce, Mario A.	Review/comments to Board materials (0.7).	0.70	\$1,148.00
17	12/5/2019	Ponce, Mario A.	Emails, teleconfs w/ Directors re Board Meeting (0.6).	0.60	\$984.00

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2	12/5/2019	Kelley, Karen H.	Prep. e-mails to G. Grogan re: compensation committee independence/adviser letter (0.2); review draft independence/adviser letter (0.3).	0.50 \$712.50
3				
4	12/6/2019	Grogan, Gregory T.	Participate in Compensation Committee pre-meeting (1.5); t/c w/ M. Moore re: same (0.2); related follow-up tasks from meeting (0.4).	2.10 \$3,223.50
5				
6	12/6/2019	Ricciardi, Sara A.	Prepare for Board meetings (0.6); emails w/ P. Curnin, N. Goldin re: same (0.3); review CPP report (0.3); review/analyze TCC papers (0.8); emails to N. Goldin re: same (0.2).	2.20 \$2,618.00
7				
8	12/6/2019	Franklin, Janie Marie	Communications w/ team re: case updates (0.1).	0.10 \$45.50
9				
10	12/6/2019	Phillips, Jacob M.	Telephonic participation in Compensation Committee meeting (1.5).	1.50 \$1,260.00
11				
12	12/6/2019	Ponce, Mario A.	Call w/ L. Cheng re Board Minutes, review emails re same (0.5).	0.50 \$820.00
13				
14	12/8/2019	Grogan, Gregory T.	T/c w/ J. Lowe re: Compensation Committee meeting (0.5).	0.50 \$767.50
15				
16	12/8/2019	Kinsel, Kourtney J.	Review media article re: PG&E (0.2); email to internal team re: same (0.1).	0.30 \$177.00
17				
18	12/9/2019	Curmin, Paul C.	Prepare for Board meeting (3.3); t/c w/ J. Loduca re: litigation investigation status (0.3).	3.60 \$5,904.00
19				
20	12/9/2019	Ricciardi, Sara A.	Emails to team re: talking points/slides for presentation (0.4); email/calls w/ K. Kinsel re: Safety OII (0.4); prepare for Board meetings (0.9); call w/ MTO, R. Kenney, Board members re: Safety OII (0.9); call w/ P. Curnin re: same (0.1).	2.70 \$3,213.00
21				
22	12/9/2019	Sparks Bradley, Rachel	Communications w/ R. Sussman re: documents, status (0.5).	0.50 \$547.50
23				
24	12/9/2019	Ponce, Mario A.	Review Finance Committee materials (0.8), emails, issues, teleconfs w/ certain directors re same (0.4).	1.20 \$1,968.00
25				
26	12/9/2019	Ponce, Mario A.	Weekly call w/ J. Loduca/J. Kane (0.5).	0.50 \$820.00
27				
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1	12/10/2019	Curnin, Paul C.	Review Safety OII materials (0.9); t/c w/ B. Brian re: Butte (0.4); review Board materials (1.0); CPP meeting (1.8); Board meeting (1.0).	5.10	\$8,364.00
2	12/10/2019	Grogan, Gregory T.	Participate in Compensation Committee meeting (1.1); prepare for same (0.4).	1.50	\$2,302.50
3	12/10/2019	Ricciardi, Sara A.	Review/analyze safety, culture and governance materials (2.6); review litigation tracker (0.2); prepare for Committee and Board meetings (2.3); meetings at PG&E (1.6); emails/confer w/ team re: Board meeting agenda items/ developments (0.9); emails to L. Cheng re: Committee/Board meetings (0.4); emails to K. Kinsel, R. Sussman re: monitors (0.4); email to P. Curnin re: same (0.1).	8.50	\$10,115.00
4	12/10/2019	Goldin, Nicholas	Review board distribution (0.3); review monitor issues (0.3).	0.60	\$888.00
5	12/10/2019	Phillips, Jacob M.	Telephonic participation in Compensation Committee meeting (1.5).	1.50	\$1,260.00
6	12/10/2019	Kinsel, Kourtney J.	Attend via t/c session re: Safety OII (0.9); draft summary re: same (0.4).	1.30	\$767.00
7	12/10/2019	Ponce, Mario A.	Review Board and Committee materials (1.5).	1.50	\$2,460.00
8	12/10/2019	Ponce, Mario A.	Review/comments to Board Minutes (1.5).	1.50	\$2,460.00
9	12/10/2019	Ponce, Mario A.	Participate in Board and Committee Meetings (2.0).	2.00	\$3,280.00
10	12/10/2019	Kelley, Karen H.	Prep. e-mail to R. Purushotham, M. Ponce re: audit committee/auditor independence question (0.4); t/c w/R. Purushotham re: same (0.2).	0.60	\$855.00
11	12/10/2019	Purushotham, Ravi	Call w/ B. Wong and F. Chang re audit committee questions and follow-up re same.	0.50	\$662.50
12	12/11/2019	Curnin, Paul C.	Meeting w/ J. Loduca re: Butte D.A. (0.3); attend board meeting (5.0).	5.30	\$8,692.00
13	12/11/2019	Kovoor, Thomas G.	Manage access to case resource for new user (0.3).	0.30	\$126.00

1	12/11/2019	Kortright, Magallie	Collect and distribute ECF filing for team review (0.2).	0.20	\$80.00
2	12/11/2019	Ricciardi, Sara A.	Confer/communications w/ team re: Governor proposal, other developments (0.7); Committee/Board meetings at PG&E (6.8); emails to team re: same (0.5); prepare summary of Executive Session (0.3); emails to P. Curnin re: same (0.2); emails to R. Sussman re: PSPS OSC pre-hearing submission (0.3); email to N. Goldin re: wildfire settlement papers (0.1); confer/emails to team re: proof of claim (0.4); emails to R. Sussman re: Board meeting action items (0.4).	9.70	\$11,543.00
3	12/11/2019	Goldin, Nicholas	Communications w/ team re: monitor (0.2).	0.20	\$296.00
4	12/11/2019	Sussman, Rebecca A.	Emails w/ PG&E and STB team re: review of PSPS OSC filing (0.5).	0.50	\$420.00
5	12/11/2019	Kinsel, Kourtney J.	Comment on response to PSPS OII (1.8).	1.80	\$1,062.00
6	12/11/2019	Ponce, Mario A.	Board and Committee Meetings (6.5); various issues related thereto (1.0).	7.50	\$12,300.00
7	12/12/2019	Alcabes, Elisa	Re D&O Insurance, tc/email w/ P. Curnin re: plan provisions re: assignment of Side B insurance coverage (0.4); review plan provisions and policies re: same (0.8); t/c w/ team (P. Curnin, N. Goldin, S. Qusba) re: same (0.3); follow-up email w/ P. Curnin re: same (0.2).	1.70	\$2,074.00
8	12/12/2019	Curnin, Paul C.	Review draft POR (1.1); multiple t/c w/ J. Loduca re: same (0.3).	1.40	\$2,296.00
9	12/12/2019	Grogan, Gregory T.	Emails w/ Board members re: compensation matters (0.3) and review related testimony (0.3).	0.60	\$921.00

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5	12/12/2019	Ricciardi, Sara A.	Review/analyze wildfire settlement papers (2.3); emails to team re: same (0.7); review/analyze PG&E brief/response to order instituting investigation (0.9); emails to team re: same (0.3); review/analyze Baker comments to Ch 11 plan (0.8); communications w/ P. Curnin re: same (0.9); communications w/ S. Qusba, M. Ponce, P. Curnin, E. Alcabes re: same (0.8); email to PG&E re: comments to wildfire settlement (0.4); emails to L. Cheng re: Board meetings (0.2).	7.30 \$8,687.00
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10	12/12/2019	Sussman, Rebecca A.	Review PSPS Response (0.4); legal research per questions from S. Ricciardi re: wildfire settlement (2.8); draft summary for team re: same (0.6).	3.80 \$3,192.00
11				
12	12/12/2019	Ponce, Mario A.	Review of revised POR and Board Materials (1.5).	1.50 \$2,460.00
13				
14	12/13/2019	Ricciardi, Sara A.	Review responses to comments on wildfire settlement (0.2); review update re: court Q&As (0.2); emails to R. Sussman re: same (0.2); emails to P. Curnin and emails to S. Qusba, M. Ponce re: Ch 11 plan (0.5).	1.10 \$1,309.00
15				
16	12/13/2019	Goldin, Nicholas	T/c w/ team re: workstreams (0.5).	0.50 \$740.00
17				
18	12/13/2019	Sussman, Rebecca A.	Call w/ Cravath, Jenner, MTO, PGE re: court Order (0.8); emails to team re: same (0.6); call w/ S. Ricciardi re: Board meeting (0.3).	1.70 \$1,428.00
19				
20	12/13/2019	Ponce, Mario A.	Telephonic Board Meeting (1.1); review materials, issues related thereto (1.2).	2.30 \$3,772.00
21				
22	12/13/2019	Purushotham, Ravi	Board call (1.1); review of backstop commitment letters (0.5).	1.60 \$2,120.00
23	12/14/2019	Ricciardi, Sara A.	Review letter from Governor and email to team re: same (0.3).	0.30 \$357.00
24	12/14/2019	Sussman, Rebecca A.	Review Governor Newsom letter and email w/ team re: same (0.3).	0.30 \$252.00
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26	12/14/2019	Ponce, Mario A.	Conference call w/ Cravath, Weil, S. Qusba re Governor's letter (0.4).	0.40 \$656.00
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1	12/14/2019	Ponce, Mario A.	Review Governor's letter and supplement (0.7); various issues, emails re same (0.5).	1.20	\$1,968.00
2					
3	12/14/2019	Ponce, Mario A.	Conference call w/ Board Chairman, other Director, Qusba re Governor's letter, issues/strategy re same (1.4).	1.40	\$2,296.00
4					
5	12/14/2019	Ponce, Mario A.	Research, emails, issues re AB 1054 and governance requests of Governor (1.2).	1.20	\$1,968.00
6					
7	12/15/2019	Ricciardi, Sara A.	Review proposed response to Governor and email to team re: same (0.3).	0.30	\$357.00
8					
9	12/15/2019	Ponce, Mario A.	Preparation of matrix re governance requests of Governor (0.9); emails, teleconfs, various issues re same (0.4).	1.30	\$2,132.00
10					
11	12/15/2019	Ponce, Mario A.	Review/comments to Company response letter to Governor (1.7); emails, teleconfs, various issues (0.5).	2.20	\$3,608.00
12					
13	12/15/2019	Ponce, Mario A.	Telephonic Board Meeting (2.0).	2.00	\$3,280.00
14					
15	12/15/2019	Ponce, Mario A.	Emails, teleconfs, various issues w/ Directors re company response letter to Governor (1.2).	1.20	\$1,968.00
16					
17	12/15/2019	Purushotham, Ravi	Board call.	1.10	\$1,457.50
18					
19	12/15/2019	Egenes, Erica M.	Prep chart re governor's governance requests (1.1); call with M. Ponce, R. Purushotham and S. Qusba re same (0.6).	1.70	\$1,428.00
20					
21	12/16/2019	Ricciardi, Sara A.	Call w/ R. Sussman, J. Isaacman, K. Kinsel re: Board meetings/status and slides for derivative plaintiff presentation (0.3); review court order (0.1); email to N. Goldin re: same (0.1); review Governor's submission (0.5); emails to team re: litigation status (0.4); review draft 8K filing (0.3); email to team re: same (0.1).	1.80	\$2,142.00
22					
23					
24	12/16/2019	Sussman, Rebecca A.	Call w/ S. Ricciardi, J. Isaacman, and K. Kinsel re: Board meeting (0.3); draft STB team workflow (0.8); review questions from S. Ricciardi re: upcoming litigation deadlines (0.3); email w/ STB team re: same (0.7).	2.10	\$1,764.00
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1	12/16/2019	Kinsel, Kourtney J.	T/c w/ S. Ricciardi, R. Sussman, J. Isaacman re: review of Board meetings and overview of next steps (0.3).	0.30	\$177.00
2	12/16/2019	Kinsel, Kourtney J.	Review dockets in derivative litigations (0.3); emails to S. Ricciardi re: same (0.2).	0.50	\$295.00
3	12/16/2019	Isaacman, Jennifer	Team call re: Board meeting (0.4).	0.40	\$236.00
4	12/16/2019	Isaacman, Jennifer	Email team re: derivative complaint summaries (0.2).	0.20	\$118.00
5	12/16/2019	Ponce, Mario A.	Review Committee Minutes (0.4).	0.40	\$656.00
6	12/16/2019	Ponce, Mario A.	Review 8K (0.2).	0.20	\$328.00
7	12/16/2019	Purushotham, Ravi	Review of note sent to board (0.1).	0.10	\$132.50
8	12/17/2019	Curnin, Paul C.	Review presentation to Butte D.A. (1.0).	1.00	\$1,640.00
9	12/17/2019	Kortright, Magallie	Preparation of materials received from client for attorney review as per R. Sussman (0.3).	0.30	\$120.00
10	12/17/2019	Ricciardi, Sara A.	Review draft response to court order (0.5); email to N. Goldin, R. Sussman re: same (0.1); review legal/regulatory/legislative update (0.4); confer w/ E. Egenes and N. Goldin re: developments (0.6); emails to M. Ponce, S. Qusba, P. Curnin, N. Goldin, E. Egenes re: same (0.4); review reports re: settlement and bankruptcy court hearing (0.3).	2.30	\$2,737.00
11	12/17/2019	Sussman, Rebecca A.	Review draft of court filing (0.5); email w/ S. Ricciardi and N. Goldin re: same (0.3); emails/calls w/ STB team re: Board minutes (0.7).	1.50	\$1,260.00
12	12/17/2019	Ponce, Mario A.	Emails, teleconfs w/ Board Chair, Management and others re new Governance Protocol for Board minutes and materials (0.7).	0.70	\$1,148.00
13	12/17/2019	Egenes, Erica M.	Review of board minutes (0.2).	0.20	\$168.00

1	12/18/2019	Alcabes, Elisa	Re D&O Insurance, email/conference call w/ P. Curnin, N. Goldin and Latham (J. Brandt) re: Covington and D&O insurance recovery issues (0.5); follow-up call w/ P. Curnin and N. Goldin re: same (0.2).	0.70	\$854.00
2	12/18/2019	Curnin, Paul C.	T/c w/ Latham and J. Loduca re: assigned claims (0.5).	0.50	\$820.00
3	12/18/2019	Grogan, Gregory T.	Attend Compensation Committee call (1.0); prepare for same (0.5).	1.50	\$2,302.50
4	12/18/2019	Ricciardi, Sara A.	Review CPUC press release (0.2); emails to team re: Board minutes (0.4); review summary/memo re: bankruptcy OII testimony (0.6); emails to N. Goldin re: Ch 11 plan and releases (0.4); review revised response to court (0.3); email to N. Goldin, R. Sussman re: same (0.2); communications w/ team re: Board meetings/minutes (0.5).	2.60	\$3,094.00
5	12/18/2019	Goldin, Nicholas	Review court submission (0.5); call w/ company re: document production (0.3); review minute preparation protocol (0.2).	1.00	\$1,480.00
6	12/18/2019	Phillips, Jacob M.	Telephonic participation in Compensation Committee meeting (1.8).	1.80	\$1,512.00
7	12/18/2019	Sussman, Rebecca A.	Review court response draft (0.5); review prior work product in preparation for assignment per N. Goldin and S. Ricciardi (1.5).	2.00	\$1,680.00
8	12/18/2019	Kinsel, Kourtney J.	Email to E. Campbell re: order in Tubbs case (0.2).	0.20	\$118.00
9	12/18/2019	Ponce, Mario A.	Review POR OII testimony from other parties (0.8); respond to Director inquiries re same (0.4).	1.20	\$1,968.00
10	12/18/2019	Ponce, Mario A.	Conference calls, emails, various issues w/ management and Board Chair re Board materials and minutes (1.0).	1.00	\$1,640.00
11	12/18/2019	Purushotham, Ravi	Follow-up on board minute preparation process (0.8).	0.80	\$1,060.00

1	12/18/2019	Egenes, Erica M.	Prep for and meeting w/ J. Larocca and N. Fu re board minutes (0.5); call w/ N. Brownell, L. Cheng, B. Wong and M. Ponce re board matters (0.5); review of board minutes (1.0); prep for and call w/ L. Cheng, B. Wong, M. Ponce and R. Purushotham re board minutes (0.2).	2.20	\$1,848.00
2	12/19/2019	Curnin, Paul C.	Board call (1.1).	1.10	\$1,804.00
3	12/19/2019	Kovoor, Thomas G.	Modifications to case repository/files (0.5).	0.50	\$210.00
4	12/19/2019	Kortright, Magallie	Preparation of documents for attorney review (0.7) & electronic database update, as per J. Isaacman & R. Sussman (0.4).	1.10	\$440.00
5	12/19/2019	Grogan, Gregory T.	Compensation Committee call (1.0); prepare for same (0.5).	1.50	\$2,302.50
6	12/19/2019	Ricciardi, Sara A.	Emails to R. Sussman re: Board materials (0.4); review court submission edits (0.3); review presentation (0.5); emails to R. Sussman re: same (0.3); emails/call w/ N. Goldin re: same (0.6); review draft reply to Alliance protest (0.4); email to N. Goldin, R. Sussman re: same (0.2); call w/ R. Sussman re: same (0.2); emails to L. Cheng re: Board document (0.3); emails to F. Chang re: same (0.2); emails to N. Goldin re: same (0.2).	3.60	\$4,284.00
7	12/19/2019	Goldin, Nicholas	Review draft court filing (0.4); correspondence w/ team re: same (0.2).	0.60	\$888.00
8	12/19/2019	Phillips, Jacob M.	Telephonic participation in Compensation Committee meeting (1.0).	1.00	\$840.00

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4	12/19/2019	Sussman, Rebecca A.	Emails w/ STB team re: data request from ad hoc committee (0.5); review Board work product for privilege per request from client (2.1); email w/ S. Ricciardi and N. Goldin re: same (0.8); calls/emails w/ client re: court response (0.4); email w/ N. Goldin, S. Ricciardi, Company, and Cravath re: same (0.6); emails w/ J. Isaacman, K. Kinsel, and S. Ricciardi re: work product presentation (0.4); review questions re: same (0.3).	5.10 \$4,284.00
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8	12/19/2019	Ponce, Mario A.	Telephonic Board Meeting (1.1), review materials (0.6), emails/teleconfs w/ Board Chair re Issues (0.3).	2.00 \$3,280.00
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11	12/19/2019	Purushotham, Ravi	Call w Cravath, Lazard and company re NDA w/ Abrams and Knighthead (0.5); board call (1.1).	1.60 \$2,120.00
12				
13	12/19/2019	Egenes, Erica M.	Prep for and board meeting (1.7); prep draft board minutes (0.3).	2.00 \$1,680.00
14				
15	12/20/2019	Kortright, Magallie	Preparation of materials received from client (0.6) & tracking chart for counsel's review & electronic data update, as per R. Sussman (0.4).	1.00 \$400.00
16				
17	12/20/2019	Ricciardi, Sara A.	Emails/call w/ N. Goldin re: Board document (0.4); emails to F. Chang re: same (0.3); call w/ N. Goldin and F. Chang re: same (0.2); email to R. Purushotham re: same (0.1); emails to R. Sussman re: Tubbs documents (0.3).	1.30 \$1,547.00
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19				
20	12/20/2019	Franklin, Janie Marie	Communications w/ team re: case updates (0.5).	0.50 \$227.50
21				
22	12/20/2019	Goldin, Nicholas	Review communications re: carriers (0.2); review court order (0.2).	0.40 \$592.00
23				
24	12/20/2019	Sussman, Rebecca A.	Review emails (0.7) and draft summary of same re: director document collection (0.3); emails w/ STB team re: production of director documents (0.6); emails w/ team re: court order (0.1); review of same (0.1).	1.80 \$1,512.00
25				
26	12/20/2019	Ponce, Mario A.	Review/comments to Board minutes (1.0).	1.00 \$1,640.00
27				
28				



1	12/22/2019	Franklin, Janie Marie	File management (1.0).	1.00	\$455.00
2	12/23/2019	Ricciardi, Sara A.	Review comments/strategy re: response to court (0.2).	0.20	\$238.00
3	12/23/2019	Goldin, Nicholas	Communications w/ team re: insurance issues (0.2).	0.20	\$296.00
4	12/23/2019	Sussman, Rebecca A.	Call w/ Company, and attorneys re: court response (0.8); draft summary of call for STB team re: same (0.5).	1.30	\$1,092.00
5	12/24/2019	Grogan, Gregory T.	Review Board materials (0.5).	0.50	\$767.50
6	12/24/2019	Goldin, Nicholas	Review court motion (0.2); correspondence w/ team re: same (0.1); call w/ company counsel re: insurance (0.2).	0.50	\$740.00
7	12/25/2019	Goldin, Nicholas	Review presentation to government (1.2).	1.20	\$1,776.00
8	12/26/2019	Sussman, Rebecca A.	Review and revise stipulations re: adjournment (0.2).	0.20	\$168.00
9	12/26/2019	Isaacman, Jennifer	Review derivative action dockets (0.2).	0.20	\$118.00
10	12/27/2019	Goldin, Nicholas	Communications w/ team re: extensions (0.2).	0.20	\$296.00
11	12/27/2019	Sparks Bradley, Rachel	Review draft stipulation (0.2); review correspondence w/ Latham and MWE re: same (0.2); emails w/ R. Sussman re: same (0.3).	0.70	\$766.50
12	12/27/2019	Sussman, Rebecca A.	Legal research re: notice of appearance (1.0); emails w/ team re: same (0.5); emails w/ MCO re: same (0.5).	2.00	\$1,680.00
13	12/28/2019	Ricciardi, Sara A.	Review media report re: PG&E (0.2); communications w/ team re: same (0.2).	0.40	\$476.00
14	12/28/2019	Sussman, Rebecca A.	Review and revise director derivative suit stipulations (0.8).	0.80	\$672.00
15	12/28/2019	Kinsel, Kourtney J.	Review media articles re: PG&E (0.3); email to internal team re: same (0.1).	0.40	\$236.00
16	12/29/2019	Grogan, Gregory T.	Review Board materials (0.5).	0.50	\$767.50
17	12/29/2019	Ricciardi, Sara A.	Review stipulation to continue CMC in derivative actions (0.1); email to R. Sussman re: same (0.1).	0.20	\$238.00

1	12/29/2019	Purushotham, Ravi	Review of motion re: equity and debt commitment letters (0.8).	0.80	\$1,060.00
2	12/29/2019	Sussman, Rebecca A.	Email w/ STB team re: Board meeting (0.1); emails w/ team re: stipulations in derivative cases (0.2).	0.30	\$252.00
3	12/30/2019	Curnin, Paul C.	Review correspondence re: fact development (1.0); review 12/30 Board materials (0.4).	1.40	\$2,296.00
4	12/30/2019	Kovoor, Thomas G.	Prepare data for transfer per communications w/ R. Sussman (2.5).	2.50	\$1,050.00
5	12/30/2019	Ricciardi, Sara A.	Emails w/ team re: Board call (0.2).	0.20	\$238.00
6	12/30/2019	Kinsel, Kourtney J.	Prepare slides for presentation (1.4).	1.40	\$826.00
7	12/30/2019	Ponce, Mario A.	Board call (1.5); review related materials (1.0); issues and emails re same (0.5).	3.00	\$4,920.00
8	12/30/2019	Ponce, Mario A.	Weekly call with J. Loduca (0.3).	0.30	\$492.00
9	12/30/2019	Egenes, Erica M.	Prep draft board minutes (2.4); special telephonic board meeting (2.0); prep for same (0.6).	5.00	\$4,200.00
10	12/31/2019	Grogan, Gregory T.	Review Board materials (0.3).	0.30	\$460.50
11	12/31/2019	Ricciardi, Sara A.	Email to R. Sussman re: derivative litigation stipulation (0.1).	0.10	\$119.00
12	12/31/2019	Sussman, Rebecca A.	Review revised stipulations re: proposed CMC date (0.2).	0.20	\$168.00
13	12/31/2019	Ponce, Mario A.	Emails, teleconference, various issues re enhanced regular protocol proposed by Governor (1.5).	1.50	\$2,460.00
14	<b>TOTAL</b>			<b>879.70</b>	<b>\$1,088,070.00</b>

**Task Code: Court Hearings (CH)**

Work Date	Timekeeper Name	Narrative	Bill Hours	Bill Amount
9/24/2019	Fell, Jamie	Attend status conference by telephone.	1.50	\$1,492.50
10/1/2019	Kinsel, Kourtney J.	Prepare summary of NB case management hearing (0.4);	0.60	\$354.00

		communications w/ R. Sparks Bradley, N. Goldin re: same (0.2).		
10/1/2019	Kinsel, Kourtney J.	Attend case management conference for In re: North Bay Fire Cases (1.1).	1.10	\$649.00
10/7/2019	Qusba, Sandy	Participate in exclusivity hearing.	4.00	\$6,140.00
10/7/2019	Fell, Jamie	Prep for (0.5) and attend Omnibus Hearing (1.0).	1.50	\$1,492.50
10/23/2019	Calderon, Justin	Attend CPUC Prehearing Conference (3.0).	3.00	\$2,100.00
11/18/2019	Fell, Jamie	Review/circulate briefs and text order in advance of hearing (0.5).	0.50	\$497.50
11/19/2019	Qusba, Sandy	Attend (telephonically) Bankruptcy Court hearing and provide summary of same to Board member (3.1).	3.10	\$4,758.50
<b>TOTAL</b>			<b>15.30</b>	<b>\$17,484.00</b>

**Task Code: Claims Administration and Objections (CM)**

<b>Work Date</b>	<b>Timekeeper Name</b>	<b>Narrative</b>	<b>Bill Hours</b>	<b>Bill Amount</b>
9/10/2019	Sparks Bradley, Rachel	Emails w/ J. Calderon re: proofs of claim (0.8).	0.80	\$876.00
9/10/2019	Calderon, Justin	Draft proofs of claim for directors (5.5).	5.50	\$3,850.00
9/11/2019	Calderon, Justin	Draft proofs of claim for directors (2.0).	2.00	\$1,400.00
9/12/2019	Goldin, Nicholas	Communications w/ team re: proof of claims (0.1); call w/ team re: strategy for same (0.1); review bankruptcy plan (0.1).	0.30	\$444.00
9/12/2019	Sparks Bradley, Rachel	Emails w/ P. Curnin, N. Goldin, J. Calderon re: proofs of claim (0.6).	0.60	\$657.00
9/16/2019	McLendon, Kathrine	Emails w/ R. Sparks Bradley and J. Fell re: status of draft proof of claim for directors (0.2); further email w/ R. Sparks Bradley re: timetable for completion of director proofs of claim (0.1); emails w/ N. Goldin and R. Sparks Bradley re: director indemnification claims (0.1); emails w/ J. Fell and J. Calderon re:	0.60	\$732.00

1		information needed to complete director claims (0.2).		
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6	9/16/2019	Goldin, Nicholas	Review proof of claim drafts (0.2).	0.20 \$296.00
7	9/16/2019	Sparks Bradley, Rachel	Emails w/ P. Curnin, N. Goldin, J. Calderon, J. Fell re: proofs of claim (0.7).	0.70 \$766.50
8	9/16/2019	Fell, Jamie	Prepare proofs of claim for directors (1.0).	1.00 \$995.00
9	9/16/2019	Calderon, Justin	Draft proofs of claim for directors (3.3); communications w/ K. Kinsel re: same (0.2).	3.50 \$2,450.00
10	9/18/2019	McLendon, Kathrine	Internal emails re: completion of proofs of claim for directors (0.1); further emails w/ N. Goldin re: provisions of director POCs and information needed (0.2).	0.30 \$366.00
11	9/18/2019	Goldin, Nicholas	Review proofs of claim (0.2).	0.20 \$296.00
12	9/18/2019	Fell, Jamie	Prepare proofs of claim for directors (1.0); correspondence w/ J. Calderon and N. Goldin re: same (0.3).	1.30 \$1,293.50
13	9/18/2019	Calderon, Justin	Draft proofs of claim for directors (0.5); emails to R. Sparks Bradley re: same (0.1).	0.60 \$420.00
14	9/20/2019	Calderon, Justin	Draft proofs of claims for directors (1.5), including communications w/ team re: same (0.8).	2.30 \$1,610.00
15	9/23/2019	McLendon, Kathrine	O/c w/ J. Fell re: status on proofs of claim for directors, open issues, timetable for drafts to be circulated (0.3); email w/ J. Fell re: and review emails to be sent to directors re: confirming information for POC and comments thereon (0.2).	0.50 \$610.00
16	9/23/2019	Sparks Bradley, Rachel	Emails w/ N. Goldin, J. Calderon, J. Fell re: proofs of claim (0.8).	0.80 \$876.00
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1	9/23/2019	Fell, Jamie	Prepare proofs of claim (1.0) and emails to directors re: same (0.5).	1.50	\$1,492.50
2	9/23/2019	Calderon, Justin	Review and revise proofs of claim for directors (0.5), including emails to team re: same (0.3).	0.80	\$560.00
3	9/24/2019	McLendon, Kathrine	Review and respond to N. Goldin email re: information from Directors for proofs of claim (0.1).	0.10	\$122.00
4	9/24/2019	Goldin, Nicholas	Communications w/ team re: proofs of claims (0.4).	0.40	\$592.00
5	9/24/2019	Sparks Bradley, Rachel	Emails w/ N. Goldin, J. Calderon, J. Fell re: proofs of claim (0.9); review draft of same (0.8).	1.70	\$1,861.50
6	9/24/2019	Fell, Jamie	Prepare director proofs of claim (1.1).	1.10	\$1,094.50
7	9/24/2019	Calderon, Justin	Review and revise proofs of claim for directors (2.2), including emails to directors re: same (0.8).	3.00	\$2,100.00
8	9/24/2019	Goldin, Nicholas	Review proofs of claim (0.2).	0.20	\$296.00
9	9/26/2019	McLendon, Kathrine	Emails w/ J. Fell re: draft POC for directors (0.1); begin review and comment on draft POC for directors (0.5); further emails w/ J. Fell re: comments on form 410 and rider to director POC (0.2); review emails from certain directors re: confirmatory diligence matters (0.2); further emails w/ J. Fell and J. Calderon re: revisions to form POC for directors (0.2).	1.20	\$1,464.00
10	9/26/2019	Fell, Jamie	Prepare proofs of claim (1.3).	1.30	\$1,293.50
11	9/26/2019	Calderon, Justin	Review and revise proofs of claim for directors (0.7), including emails to team re: same (0.3).	1.00	\$700.00
12	9/27/2019	McLendon, Kathrine	Emails w/ J. Fell and J. Calderon re: additional revisions to director POC (0.2); additional internal emails re: form of director POC and filing deadline (0.2).	0.40	\$488.00
13	9/27/2019	Calderon, Justin	Draft proofs of claim for directors (0.4), including emails to R. Sparks Bradley re: same (0.2).	0.60	\$420.00
14	10/2/2019	Calderon, Justin	Draft Proofs of Claim for directors (1.4).	1.40	\$980.00

1	10/3/2019	McLendon, Kathrine	Emails w/ J. Fell and J. Calderon re: finalizing draft proofs of claim for directors (0.2).	0.20	\$244.00
2					
3	10/3/2019	Alcables, Elisa	Re D&O insurance, email w/ J. Fell and K. McLendon re: client proof of claim (0.2); preliminary review of same (0.3).	0.50	\$610.00
4					
5	10/3/2019	Franklin, Janie Marie	Assist J. Calderon w/ documents for review (1.5).	1.50	\$682.50
6					
7	10/3/2019	Fell, Jamie	Prepare proof of claim forms for directors and riders (1.5); gather information for proof of claim forms and riders (0.9) and correspondence w/ K. McLendon, J. Calderon and clients re: same (0.3).	2.70	\$2,686.50
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9					
10	10/3/2019	Calderon, Justin	Draft Proofs of Claim for clients (2.3).	2.30	\$1,610.00
11					
12	10/4/2019	McLendon, Kathrine	T/c w/ E. Alcables and J. Fell re: insurance points in directors' proofs of claim (0.2); emails w/ J. Fell and J. Calderon re: circulation of drafts of claims to directors (0.1).	0.30	\$366.00
13					
14	10/4/2019	Alcables, Elisa	Re D&O insurance, further review draft POC for directors (0.5); email/conference call w/ J. Fell and K. McLendon re: same (0.5).	1.00	\$1,220.00
15					
16	10/4/2019	Franklin, Janie Marie	Assist J. Calderon w/ documents for review (0.2).	0.20	\$91.00
17					
18	10/4/2019	Fell, Jamie	Prepare proofs of claim forms and riders for directors (1.0); draft summary email to clients for circulating drafts (0.4).	1.40	\$1,393.00
19					
20	10/4/2019	Calderon, Justin	Draft Proofs of Claim for directors (2.4); circulate draft proofs of claim for internal review (0.3).	2.70	\$1,890.00
21					
22	10/5/2019	Goldin, Nicholas	Review draft proofs of claim (0.2).	0.20	\$296.00
23					
24	10/5/2019	Fell, Jamie	Manage proofs of claim process, including correspondence w/ clients (0.5); revise riders to proofs of claim (0.5).	1.00	\$995.00
25					
26	10/6/2019	Fell, Jamie	Manage proofs of claim process and revisions (0.4) and correspondence w/ client re: same (0.2).	0.60	\$597.00
27					
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1	10/7/2019	McLendon, Kathrine	Conference call w/ client, P. Curnin, J. Fell and J. Calderon re: draft POC and various litigation matters (0.4); further emails w/ J. Fell and J. Calderon re: finalizing directors' POCs (0.2).	0.60	\$732.00
2	10/7/2019	Curnin, Paul C.	T/c w/ client re: director indemnification (0.5).	0.50	\$820.00
3	10/7/2019	Calderon, Justin	Draft Proofs of Claim for outside directors (0.6); including communications w/ team re: same (0.2).	0.80	\$560.00
4	10/8/2019	McLendon, Kathrine	Emails w/ J. Fell and J. Calderon re: filing of directors' proofs of claim (0.1).	0.10	\$122.00
5	10/8/2019	Fell, Jamie	Prepare proofs of claim for directors (0.8).	0.80	\$796.00
6	10/9/2019	Calderon, Justin	Communications w/ team re: Proofs of Claim (0.3).	0.30	\$210.00
7	10/10/2019	McLendon, Kathrine	Emails w/ J. Fell and J. Calderon re: finalizing directors' POCs (0.2); conference call w/ J. Fell and J. Calderon re: coordination of execution and filing of directors' POCs (0.2); further emails w/ J. Fell and J. Calderon re: directors' POC information and updates for directors (0.2).	0.60	\$732.00
8	10/10/2019	Goldin, Nicholas	Review proofs of claim (0.3).	0.30	\$444.00
9	10/10/2019	Fell, Jamie	Prepare proofs of claim forms and riders (0.7); research re: Proof of Claim in response to client question (0.4).	1.10	\$1,094.50
10	10/10/2019	Calderon, Justin	Draft Proofs of Claim for outside directors (5.0); communications w/ team re: same (0.5).	5.50	\$3,850.00
11	10/11/2019	McLendon, Kathrine	Emails w/ J. Fell and J. Calderon re: transmittal of proofs of claim to directors and follow-up matters (0.2).	0.20	\$244.00
12	10/11/2019	Calderon, Justin	Finalize Proof of Claim and mail (0.5).	0.50	\$350.00
13	10/14/2019	McLendon, Kathrine	Emails w/ N. Goldin and J. Fell re: filing of directors' POCs (0.2); further t/c w/ J. Fell re: same (0.1).	0.30	\$366.00

1	10/14/2019	Fell, Jamie	Prepare proofs of claim for directors (2.3).	2.30	\$2,288.50
2	10/14/2019	Calderon, Justin	Communications w/ J. Fell re: proofs of claim (0.5); additional communications w/ J. Fell re: proofs of claim (0.3).	0.80	\$560.00
3	10/15/2019	McLendon, Kathrine	Emails w/ J. Fell and J. Calderon re: status on executed POCs from directors (0.2).	0.20	\$244.00
4	10/15/2019	Calderon, Justin	Communications w/ J. Fell re: proofs of claim and review of riders (0.3); communications w/ directors re: same (0.1).	0.40	\$280.00
5	10/16/2019	Fell, Jamie	Prepare proofs of claim (2.2).	2.20	\$2,189.00
6	10/16/2019	Calderon, Justin	Communications w/ J. Fell re: proofs of claim (0.3); communications w/ directors re: proofs of claim (0.4).	0.70	\$490.00
7	10/17/2019	McLendon, Kathrine	Emails w/ N. Goldin and J. Fell re: filing of directors' proofs of claim (0.2).	0.20	\$244.00
8	10/17/2019	Goldin, Nicholas	Review proofs of claims (0.1).	0.10	\$148.00
9	10/17/2019	Fell, Jamie	Prepare/finalize/send proofs of claim (0.7) and answer director questions re: same (0.3).	1.00	\$995.00
10	10/18/2019	Fell, Jamie	Prepare and file proofs of claim (1.8).	1.80	\$1,791.00
11	10/18/2019	Welman, Timothy	Deliver proofs of claim to PrimeClerk for J. Fell (2.0).	2.00	\$530.00
12	10/21/2019	Fell, Jamie	Finalize/file proofs of claim (1.0).	1.00	\$995.00
13	10/21/2019	Welman, Timothy	Deliver proofs of claim to PrimeClerk for J. Fell (2.0).	2.00	\$530.00
14	10/23/2019	McLendon, Kathrine	T/c w/ J. Fell re: status on directors' proofs of claim and Prime Clerk updates (0.2).	0.20	\$244.00
15	11/14/2019	Calderon, Justin	Communications w/ J. Fell re: proofs of claim (0.2), including obtaining proofs of claim (0.2).	0.40	\$280.00
16	<b>TOTAL</b>			<b>77.40</b>	<b>\$66,212.00</b>



## Task Code: Fee/Employment Applications (FA)

Work Date	Timekeeper Name	Narrative	Bill Hours	Bill Amount
9/1/2019	Curnin, Paul C.	Review memo re: attorneys' fees (0.9).	0.90	\$1,476.00
9/3/2019	McLendon, Kathrine	Email w/ M. Torkin and N. Goldin re: fee examiner deliverables (0.1); review and respond to M. Torkin emails re: fee application and statement deadlines, timetable and processes (0.5); email w/ R. Sparks Bradley and J. Fell re: fee application schedule (0.2); further email w/ M. Torkin and N. Goldin re: deliverables for fee examiner report (0.1).	0.90	\$1,098.00
9/3/2019	Curnin, Paul C.	Reviewing memos on attorneys fees (0.7).	0.70	\$1,148.00
9/3/2019	Sparks Bradley, Rachel	Prepare fee application materials (4.7); emails w/ K. McLendon and accounting re: same (0.8).	5.50	\$6,022.50
9/3/2019	Terricone, Cyrena	Assist R. Artale-LaSpisa w/ review of retention-related matters per K. McLendon.	1.00	\$400.00
9/4/2019	McLendon, Kathrine	Internal emails re: proposed response to fee auditor protocol (0.2); review Cravath draft response (0.1) and comments to protocol (0.1); review proposed revisions to outside directors billings (0.1).	0.50	\$610.00
9/4/2019	Goldin, Nicholas	Call w/ team re: fee application (0.1).	0.10	\$148.00
9/4/2019	Sparks Bradley, Rachel	Further preparation of fee application materials (2.4); emails w/ K. McLendon and accounting re: same (0.6); email to N. Goldin re: same (0.1); emails w/ M. Torkin re: fee application (0.2).	3.30	\$3,613.50
9/5/2019	McLendon, Kathrine	Meeting w/ M. Torkin, N. Goldin, R. Sparks Bradley re: fee examiner protocol and response to fee auditor report on first interim fee application (0.5); draft email to company re:	0.70	\$854.00

		authority to proceed w/ payment of second monthly statement (0.2).		
9/5/2019	Goldin, Nicholas	Review fee application issues (0.5).	0.50	\$740.00
9/5/2019	Sparks Bradley, Rachel	O/c w/ M. Torkin, N. Goldin, and K. McLendon re: fee application (0.5).	0.50	\$547.50
9/7/2019	McLendon, Kathrine	Further review and comment on draft statement for July.	0.70	\$854.00
9/9/2019	Goldin, Nicholas	Review fee application (0.8).	0.80	\$1,184.00
9/9/2019	McLendon, Kathrine	Further review July statement re final revisions and email S. Bancone re same.	0.30	\$366.00
9/16/2019	McLendon, Kathrine	Email w/ B. Benedict (Cravath) re: status of proposed objection to fee examiner protocol and timetable (0.1).	0.10	\$122.00
9/16/2019	McLendon, Kathrine	Further email w/ B. Benedict re: fee examiner's request for status conference on interim fee applications and issues (0.1).	0.10	\$122.00
9/16/2019	Goldin, Nicholas	Call w/ team re: fee examiner (0.1).	0.10	\$148.00
9/17/2019	Goldin, Nicholas	Review fee application (0.1).	0.10	\$148.00
9/18/2019	McLendon, Kathrine	Email w/ J. Fell re: prep of CNO for third monthly fee statement and timetable (0.2); further emails w/ J. Fell re: service of June statement and CNO (0.1); further call w/ J. Fell re: Prime Clerk status on service of third monthly statement and addressing service in CNO (0.3).	0.60	\$732.00
9/20/2019	Fell, Jamie	Prep CNO for STB third monthly fee statement (0.5) and research re: service and corr. w/ Prime Clerk re: same (0.5).	1.00	\$995.00

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5	9/23/2019	McLendon, Kathrine	Review J. Fell updates re: status of service of STB statement for June (0.2); confer w/ J. Fell re: service of STB statement for June (0.2); review and comment on draft statement for July (0.5); further emails w/ J. Fell re: service of July statement (0.1); further emails w/ M. Torkin and J. Fell re: CNO on June statement (0.2); review draft CNO for June statement (0.1) and email w/ J. Fell re: same and follow up w/ Weil and J. Loduca (0.1); further internal emails w/ M. Torkin, N. Goldin and J. Fell re: CNO for June statement (0.1).	1.50 \$1,830.00
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10	9/23/2019	Goldin, Nicholas	Review fee application issues (0.2).	0.20 \$296.00
11				
12	9/23/2019	Fell, Jamie	Prep Fourth Monthly Fee Statement (1.6); prep CNO and corr. w/ STB and others re: CNO and Third Monthly Fee Statement (0.7).	2.30 \$2,288.50
13				
14	9/24/2019	Goldin, Nicholas	Communications w/ team re: fee application (0.1).	0.10 \$148.00
15				
16	9/25/2019	McLendon, Kathrine	Email w/ J. Fell re: June CNO completion (0.1); further emails w/ J. Fell re: update to company for payment of June statement (0.1).	0.20 \$244.00
17				
18	9/25/2019	Fell, Jamie	Preparing and filing Certificate of No Objection (0.4); preparing Fourth Monthly Fee Statement and corr. w/ billing personnel re: same (0.7).	1.10 \$1,094.50
19				
20	9/26/2019	Goldin, Nicholas	Review fee application (0.2).	0.20 \$296.00
21				
22	9/27/2019	McLendon, Kathrine	Emails w/ accounting team re: August statement to the company and timing thereof (0.2); emails w/ J. Fell and accounting team re: filing of July statement (0.2).	0.40 \$488.00
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3	9/30/2019	McLendon, Kathrine	Finalize STB statement for July for filing and service (0.3); emails w/ MCO and R. Sparks Bradley and J. Fell re: objection deadline for July statement (0.1); email I. Nikelsberg re: service of STB July statement (0.1); internal emails w/ J. Fell and accounting team re: service on UST and fee examiner (0.1).	0.60 \$732.00
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6	10/1/2019	Goldin, Nicholas	Review fee application issues (0.4); review fee examiner protocol opposition brief (0.8); communications w/ team re: same (0.1).	1.30 \$1,924.00
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9	10/1/2019	McLendon, Kathrine	Review draft opposition to fee examiner protocol and proposed protocol revisions (0.6); email M. Torkin re: proposed comments on CSM draft opposition to fee examiner protocol and motion (0.1); numerous emails M. Torkin and N. Goldin re: opposition to fee examiner protocol and comments thereon (0.5); emails B. Benedict re: comments on fee examiner opposition (0.2).	1.40 \$1,708.00
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13	10/2/2019	Sparks Bradley, Rachel	Prepare monthly fee statement materials (2.3).	2.30 \$2,518.50
14				
15	10/3/2019	McLendon, Kathrine	Emails w/ R. Sparks Bradley and accounting re: August statement (0.1); further emails w/ accounting re: finalizing August statement (0.1).	0.20 \$244.00
16				
17	10/3/2019	Sparks Bradley, Rachel	Prepare monthly fee statement materials (2.0); emails w/ accounting re: same (0.7).	2.70 \$2,956.50
18				
19	10/3/2019	McLendon, Kathrine	Begin review and comment on August statement.	1.00 \$1,220.00
20				
21	10/4/2019	Sparks Bradley, Rachel	Prepare monthly fee statement materials (0.5); emails w/ accounting re: same (0.3).	0.80 \$876.00
22				
23	10/4/2019	McLendon, Kathrine	Continue review and comment on statement for August (1.8); prep email update to STB team re: billing guidelines (1.0); email R. Sparks Bradley and J. Fell re: comments on billing guidelines email update (0.2).	3.00 \$3,660.00
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2	10/4/2019	Fell, Jamie	Reviewing monthly invoices for privilege (2.3) and corr. w/ billing coordinators and K. McLendon re: same (0.3).	2.60 \$2,587.00
3				
4	10/5/2019	Goldin, Nicholas	Review monthly fee submissions (0.7).	0.70 \$1,036.00
5	10/7/2019	McLendon, Kathrine	Internal emails w/ accounting, N. Goldin, R. Sparks Bradley re: August statement (0.2).	0.20 \$244.00
6	10/7/2019	Goldin, Nicholas	Review monthly fee statement (0.2).	0.20 \$296.00
7				
8	10/7/2019	Sparks Bradley, Rachel	Further preparation of fee application materials (0.9); emails w/ K. McLendon and N. Goldin and accounting re: same (0.5).	1.40 \$1,533.00
9				
10	10/7/2019	McLendon, Kathrine	Emails accounting and J. Fell re: finalizing August statement (0.1); review final version of August statement (0.1).	0.20 \$244.00
11				
12	10/7/2019	Fell, Jamie	Review monthly invoice for privilege.	0.80 \$796.00
13	10/10/2019	Goldin, Nicholas	Review monthly fee statement (0.2).	0.20 \$296.00
14	10/10/2019	Fell, Jamie	Reviewing invoices and prep same re: fee protocol, billing guidelines.	0.60 \$597.00
15				
16	10/11/2019	Sparks Bradley, Rachel	Prepare monthly fee statement materials (1.1).	1.10 \$1,204.50
17	10/14/2019	Goldin, Nicholas	Review fee protocol (1.0).	1.00 \$1,480.00
18				
19	10/14/2019	Sparks Bradley, Rachel	Prepare monthly fee statement materials (1.2); emails w/ N. Goldin re: same (0.2).	1.40 \$1,533.00
20	10/16/2019	Sparks Bradley, Rachel	Prepare monthly fee statement materials (0.3); email to N. Goldin re: same (0.1).	0.40 \$438.00
21				
22	10/21/2019	Goldin, Nicholas	Review fee protocol (0.3).	0.30 \$444.00
23	10/21/2019	Calderon, Justin	Communications w/ J. Fell re: monthly fee application (0.1).	0.10 \$70.00
24				
25	10/22/2019	Alcables, Elisa	Re D&O insurance, t/c w/ Weil (K. Kramer) re: fee application objection and next steps (0.3); email w/ M. Torkin, J. Fell and K. McLendon re: same (0.2).	0.50 \$610.00
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1	10/22/2019	Goldin, Nicholas	Review fee objection (0.2).	0.20	\$296.00
2	10/23/2019	Alcabes, Elisa	Re D&O insurance, conf call w/ Weil (K. Kramer), Latham, client (R. Reilly) and STB (N. Goldin, J. Fell) re: PERA objection re: defense costs for securities claims (0.5).	0.50	\$610.00
3	10/23/2019	Goldin, Nicholas	Call w/ Weil re: fee objection briefing (0.4).	0.40	\$592.00
4	10/23/2019	McLendon, Kathrine	T/Cs Fell re: CNO on non-objected-to portion of STB 4th monthly statement.	0.20	\$244.00
5	10/24/2019	Alcabes, Elisa	Re D&O insurance, email client (R. Reilly), Weil (K. Kramer, M. Goren), J. Fell and Latham re: client spreadsheet showing status of exhaustion of retention (0.3).	0.30	\$366.00
6	10/24/2019	McLendon, Kathrine	Review draft CNO for 4th monthly statement.	0.10	\$122.00
7	10/24/2019	Fell, Jamie	Draft/prepare CNO for 4th monthly fee statement.	0.80	\$796.00
8	10/25/2019	Calderon, Justin	Draft STB Fifth Monthly Fee Statement for Bankruptcy court (5.5).	5.50	\$3,850.00
9	10/25/2019	McLendon, Kathrine	Emails accounting team and J. Fell re: second interim fee application.	0.20	\$244.00
10	10/28/2019	Alcabes, Elisa	Re D&O insurance coverage issues, communications w/ STB team (N. Goldin, K. McLendon, J. Fell) re: PERA objection to fee application and next steps re: same (0.5); review draft fee application submission (0.1); email K. McLendon and J. Fell re: same (0.1).	0.70	\$854.00
11	10/28/2019	Calderon, Justin	Revise draft Fifth Monthly Fee Statement (0.8).	0.80	\$560.00
12	10/28/2019	Fell, Jamie	Draft CNO re: July fees (0.4).	0.40	\$398.00
13	10/29/2019	McLendon, Kathrine	Circulate revised fee examiner protocol to STB team, including emails accounting department regarding protocol (0.2).	0.20	\$244.00
14	10/30/2019	Calderon, Justin	Serve Fifth Monthly Fee Statement w/ PrimeClerk (0.4).	0.40	\$280.00
15	10/30/2019	McLendon, Kathrine	Review draft of 5th monthly statement for August (0.7); email J. Fell and	0.80	\$976.00

		accounting team re: statement for August (0.1).		
10/30/2019	Fell, Jamie	Finalize, file and serve August fee statement (1.0); begin review of September invoices (0.9).	1.90	\$1,890.50
11/5/2019	Goldin, Nicholas	Review examiner protocol (0.1).	0.10	\$148.00
11/5/2019	Sparks Bradley, Rachel	Prepare fee application materials (4.3); emails w/ accounting team re: same (0.8); email to N. Goldin re: same (0.1).	5.20	\$5,694.00
11/5/2019	McLendon, Kathrine	Email conflicts team re: quarterly update on disclosures, if any (0.1); review and comment on draft September statement (1.3).	1.40	\$1,708.00
11/6/2019	Sparks Bradley, Rachel	Continue to prepare fee application materials (1.2); emails w/ accounting team re: same (0.4); email to N. Goldin re: review (0.1).	1.70	\$1,861.50
11/7/2019	Sparks Bradley, Rachel	Prepare fee application materials (1.2); emails w/ accounting team re: same (0.4).	1.60	\$1,752.00
11/7/2019	McLendon, Kathrine	Several emails accounting team and R. Sparks Bradley and J. Fell re: finalizing September statement (0.3).	0.30	\$366.00
11/8/2019	Fell, Jamie	Prepare second interim fee application and exhibits (3.0).	3.00	\$2,985.00
11/11/2019	McLendon, Kathrine	Begin review and comment on second interim fee application (1.0); continue review and comment on second interim fee application (0.9); emails J. Fell re: follow-up questions for second interim fee application (0.2).	2.10	\$2,562.00
11/11/2019	Fell, Jamie	Prepare second interim fee application and exhibits (1.5).	1.50	\$1,492.50
11/12/2019	Fell, Jamie	Prepare second interim fee application and exhibits (1.9).	1.90	\$1,890.50
11/13/2019	Fell, Jamie	Prepare second interim fee application and related exhibits (2.8).	2.80	\$2,786.00
11/14/2019	Goldin, Nicholas	Review fee application and STB communications re: same (0.4).	0.40	\$592.00
11/14/2019	Fell, Jamie	Prepare second interim fee application and related exhibits (2.0).	2.00	\$1,990.00

1	11/15/2019	Fell, Jamie	Finalize and file second interim fee application, all exhibits thereto, and summary sheet (3.2).	3.20	\$3,184.00
2					
3	11/22/2019	Calderon, Justin	Draft fee application materials (1.7).	1.70	\$1,190.00
4					
5	11/22/2019	McLendon, Kathrine	Review CNO for August statement and email J. Fell re: same (0.1); email M. Torkin and J. Fell re: updated disclosure declaration (0.1).	0.20	\$244.00
6					
7	11/25/2019	Calderon, Justin	Review and revise fee application materials (1.0).	1.00	\$700.00
8					
9	11/26/2019	Goldin, Nicholas	Review fee application (0.1).	0.10	\$148.00
10					
11	11/26/2019	McLendon, Kathrine	Email J. Fell re: update to company re: CNO on August fees (0.1); email J. Fell re: review of October fee statements (0.1); email accounting team re: statements for October (0.1).	0.30	\$366.00
12					
13	11/26/2019	Fell, Jamie	Review and revise monthly fee statement (0.5).	0.50	\$497.50
14					
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18	11/27/2019	McLendon, Kathrine	Begin review and comment on monthly statements for October (1.8); respond to accounting team questions on October monthly statements (0.2); further review and comment on October monthly statements (0.8); respond to further accounting team questions re: same (0.3); review J. Montali's order approving revised fee examiner protocol (0.1); emails w/ J. Fell and accounting team re: expense and travel time rules under protocol and J. Montali's order (0.2); further emails w/ accounting team re: revisions to October statements (0.2); further email w/ J. Fell re: billing guidelines (0.1); respond to additional questions from accounting team on October statements (0.3).	4.00	\$4,880.00
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24	11/27/2019	Calderon, Justin	Finalize and serve fee application materials (0.4).	0.40	\$280.00
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1			Review draft of sixth monthly filing for September (0.2); email J. Calderon and J. Fell re: comments on sixth monthly statement (0.1); further emails		
2			J.Calderon and J. Fell re: revisions to sixth monthly statement (0.1); email	0.50	\$610.00
3	11/27/2019	McLendon, Kathrine	J.Calderon and J. Fell re: filing and service of sixth monthly statement and supplemental information for fee examiner and US Trustee (0.1).		
4			Finalize, file and serve monthly fee statement for September (1.2); review of protocol and court order re: fee examiner protocol and discussion w/ STB team re: updated billing procedures (0.5).	1.70	\$1,691.50
5	11/27/2019	Fell, Jamie			
6			Review of monthly invoices.	1.50	\$244.00
7	12/1/2019	Fell, Jamie			
8			T/C J. Fell re: status of completion of October monthly statement (0.1); review and comment on monthly statement for October (0.9); email accounting team re: follow-up matters on October monthly statement (0.2).	1.20	\$2,518.50
9	12/2/2019	McLendon, Kathrine			
10			Review of monthly invoices (1.0) and corr. w/ M. Sofroniou and K. McLendon re: application of billing guidelines (0.4).	1.40	\$122.00
11	12/2/2019	Fell, Jamie			
12			Emails accounting, R. Sparks Bradley and J. Fell re: completion of October monthly statements (0.3); further emails accounting, R. Sparks Bradley and J. Fell re: amended protocol and terms of approval order (0.2); further emails J. Fell re: billing protocol issues (0.1).	0.60	\$985.50
13	12/3/2019	McLendon, Kathrine			
14			Review of monthly invoices (0.6) and corr. w/ N. Goldin, K. McLendon and billing coordinators re: same (0.5).	1.10	\$1,586.00
15	12/4/2019	Fell, Jamie			
16			Further emails w/ accounting, R. Sparks Bradley and J. Fell re: finalizing October monthly statement (0.2).	0.20	\$1,890.00
17	12/4/2019	McLendon, Kathrine			
18			Prepare fee application materials (1.8); emails w/ K. McLendon, J. Fell, internal accounting team re: same (0.5).	2.30	\$1,830.00
19	12/4/2019	Sparks Bradley, Rachel			

1	12/5/2019	McLendon, Kathrine	T/c w/ accounting department re: finalizing October statements (0.1).	0.10	\$4,599.00
2					
3	12/5/2019	McLendon, Kathrine	Review and comment on revised draft of October monthly statement (0.5); emails accounting department re finalizing October monthly statement (0.1).	0.60	\$252.00
4					
5					
6	12/17/2019	McLendon, Kathrine	Email J. Calderon re: prep of October monthly statement (0.1); further emails J. Fell and J. Calderon re: prep of October monthly statement (0.1).	0.20	\$1,492.50
7					
8					
9	12/19/2019	McLendon, Kathrine	T/c J. Fell re preparation of monthly statement for October for filing and timetable (0.2).	0.20	\$1,464.00
10	12/19/2019	Fell, Jamie	Prepare monthly fee statement (2.0).	2.00	\$1,393.00
11	12/22/2019	McLendon, Kathrine	Emails conflicts team re updated conflicts list from Weil and review of same.	0.20	\$732.00
12					
13	12/23/2019	Sparks Bradley, Rachel	Prepare fee application materials (0.5); emails w/ S. Ricciardi, internal accounting team re: same (0.4).	0.90	\$1,094.50
14					
15	12/30/2019	McLendon, Kathrine	Email w/ S. Ricciardi re: November statement to be submitted to company (0.1); begin review and comment on November statements (1.2).	1.30	\$732.00
16					
17	12/30/2019	Calderon, Justin	Review and revise seventh fee statement (1.0); draft certificate of no objection for sixth fee statement (1.7).	2.70	\$244.00
18					
19	12/30/2019	McLendon, Kathrine	Review and comment on draft monthly fee statement for October (7th) (0.5); email J. Calderon re: finalizing 7th monthly fee statement and filing thereof (0.1); begin review and comment on November statement (0.3); continue review and comment on November statement (1.3); emails J. Fell and J. Calderon re: CNO for September statement (0.2); email Prime Clerk team re: service of STB 7th monthly fee statement (0.1); email accounting team re: November statement (0.1); review and comment on draft CNO September for (sixth)	3.80	\$244.00
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		statement (0.2); email J. Fell and J. Calderon re: CNO and objected-to portion of fees (0.2); prep emails to fee examiner and U.S. Trustee re: STB 7th monthly fee statement (0.5); email accounting team re: emails to U.S. Trustee and fee examiner (0.1); further internal emails E. Alcabes and J. Calderon re: CNO on 6th monthly fee statement (0.1); review revised draft of CNO on 6th monthly statement (0.1).		
12/31/2019	McLendon, Kathrine	Emails accounting team re additional comments on November statement (0.3); further emails STB team re November statement (0.1); coordinate finalizing and filing of CNO on 6th monthly with J. Calderon (0.1); prep draft email for N. Goldin to company re amounts of 6th monthly authorized to be paid under interim compensation procedures order (0.3); further emails accounting team re CNO on 6th monthly (0.1).	0.90	\$1,990.00
12/31/2019	McLendon, Kathrine	Continue review and comment on November statements (0.9); email w/ R. Sparks Bradley re: November statements and follow-up matters (0.2); further email w/ R. Sparks Bradley re: November statements (0.1); review S. Ricciardi emails re: November statements (0.1); further emails w/ STB team re: finalizing November statements (0.2).	1.50	\$244.00
12/31/2019	Sparks Bradley, Rachel	Prepare fee application materials (2.9); emails w/ N. Goldin, K. McLendon, R. Sussman, internal accounting team re: same (0.6); email to S. Ricciardi re: same (0.7).	4.20	\$4,636.00
12/31/2019	Sussman, Rebecca A.	Review fee application; emails w/ team re: same (0.3).	0.30	\$1,098.00
<b>TOTAL</b>			<b>127.60</b>	<b>\$138,593.00</b>

1 **Task Code: Fee/Employment Application Objections (FO)**

2 <b>Work Date</b>	<b>Timekeeper Name</b>	<b>Narrative</b>	<b>Bill Hours</b>	<b>Bill Amount</b>
3 10/21/2019	Fell, Jamie	Review and summarize PERA objection to fee statements (0.9).	0.90	\$895.50
4 10/23/2019	McLendon, Kathrine	T/c w/ J. Fell re: PERA-NM limited objection to STB 4th monthly statement, proposed response considerations and timetable (0.2); t/c w/ J. Fell re: update on call w/ Weil and Alcabes re: PERA-NM limited objection to STB 4th monthly statement (0.3).	0.50	\$610.00
5 10/23/2019	Fell, Jamie	Research re: fee objection (0.8); call w/ WGM, K. McLendon and E. Alcabes re: fee objection (0.5) and follow-up calls w/ N. Goldin and E. Alcabes re: same (0.5); draft summary/analysis re: objection and response (0.5).	2.30	\$2,288.50
6 10/24/2019	Fell, Jamie	Review D&O insurance and limits (0.5); correspondence w/ STB re: fee objection response (0.3).	0.80	\$796.00
7 10/25/2019	McLendon, Kathrine	T/c w/ J. Fell re: proposed approach to D&O insurance and response to PERA limited objection (0.3).	0.30	\$366.00
8 10/25/2019	Alcabes, Elisa	Re D&O insurance coverage issues, communications w/ J. Fell re: PERA fee application objection, D&O coverage for securities claims, and next steps (0.8); further review PERA objection re: same (0.3).	1.10	\$1,342.00
9 10/25/2019	Fell, Jamie	Calls w/ E. Alcabes and K. McLendon re: D&O insurance, fee objection and response (0.9); research and outline re: response to fee objection re: August fee statement (0.8).	1.70	\$1,691.50
10 10/28/2019	McLendon, Kathrine	Meeting w/ M. Torkin, N. Goldin, E. Alcabes and J. Fell re: response to PERA-NM limited objection and next steps (0.4); review revised CNO on STB 4th statement and t/c w/ J. Fell and email E. Alcabes re: same (0.1).	0.50	\$610.00
11 10/28/2019	Goldin, Nicholas	Confer w/ team re: PERA fee objection (0.5).	0.50	\$740.00

1	10/28/2019	Fell, Jamie	Draft letter to PERA objection (0.9); draft email outline re: fee request and response to PERA (0.5).	1.40	\$1,393.00
2					
3	10/29/2019	McLendon, Kathrine	Review draft letter to PERA-NM's counsel re: limited objection to STB 4th and emails w/ E. Alcabes and J. Fell re: comments (0.2).	0.20	\$244.00
4					
5	10/29/2019	Alcabes, Elisa	Re D&O insurance coverage issues, review/revise draft letter to PERA counsel re: Simpson Retention Order and PERA objection (0.8); email w/ J. Fell and K. McLendon re: same (0.2).	1.00	\$1,220.00
6					
7	10/29/2019	Fell, Jamie	Draft/revise letter to PERA re: objection (0.9); follow-up w/ N. Goldin, E. Alcabes and K. McLendon re: same (0.4).	1.30	\$1,293.50
8					
9	10/31/2019	Sparks Bradley, Rachel	Revise letter re: PERA fee objection (0.5); emails w/ J. Calderon, J. Fell re: same (0.2); emails w/ N. Goldin re: same (0.1).	0.80	\$876.00
10					
11	11/1/2019	Goldin, Nicholas	Revise letter re: fee dispute to PERA counsel (0.4).	0.40	\$592.00
12					
13	11/4/2019	Goldin, Nicholas	Review letter to PERA counsel re: fee objection (0.2).	0.20	\$296.00
14					
15	11/5/2019	Alcabes, Elisa	Re: D&O insurance coverage issues, email R. Perrin, Weil and STB team re: response to PERA objection re: Securities Litigation fees (0.3).	0.30	\$366.00
16					
17	11/11/2019	Goldin, Nicholas	Communications w/ team re: PERA fee objection (0.1).	0.10	\$148.00
18					
19	12/17/2019	Alcabes, Elisa	Re D&O Insurance, tc/email w/ P. Curnin and Weil (J. Liou) re: PERA objection and assignment provisions in plan (0.3); review PERA objection re: same (0.2).	0.50	\$610.00
20					
21	12/30/2019	McLendon, Kathrine	Email w/ N. Goldin and E. Alcabes re: PERA limited objection to 6th monthly fee statement (0.2).	0.20	\$244.00
22					
23	12/31/2019	McLendon, Kathrine	Emails w/ N. Goldin and J. Fell re: CNO on sixth monthly and PERA limited objection (0.1).	0.10	\$122.00
24					
25	<b>TOTAL</b>			<b>15.10</b>	<b>\$16,744.00</b>
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28					

**Task Code: Litigation: Contested Matters and Adversary Proceedings (LI)**

Work Date	Timekeeper Name	Narrative	Bill Hours	Bill Amount
10/14/2019	Qusba, Sandy	Prepare for (0.3) and t/c w/ J. Loduca, K. Orsini, S. Karotkin, defense counsel, M. Moore, R. Barrera, P. Curnin and M. Ponce re: next steps w/ litigation (0.5).	0.80	\$1,228.00

**Task Code: Plan/Disclosure Statement (PL)**

Work Date	Timekeeper Name	Narrative	Bill Hours	Bill Amount
9/1/2019	Purushotham, Ravi	Restructuring Committee call (1.2).	1.20	\$1,590.00
9/1/2019	Qusba, Sandy	Prep for and call with D. Dunne and S. Karotkin (0.4); t/c with same regarding update and board comp (0.4); review Jones Day's comments to ch. 11 plan (1.0); prep for Restructuring Committee call regarding subro settlement term sheet (0.7); t/c with restructuring regarding subro settlement (1.7); t/c with R. Barrera regarding catch-up (0.4).	4.60	\$7,061.00
9/1/2019	Egenes, Erica M.	Review of potential settlement term sheet.	1.10	\$924.00
9/1/2019	Egenes, Erica M.	Prep for (0.8) and call with Restructuring Committee members re potential settlement (1.2).	2.00	\$1,680.00
9/2/2019	Qusba, Sandy	Prep for and participate in t/c with S. Karotkin, K. Orsini and E. Egenes regarding subro settlement term sheet (0.5); t/c with R. Barrera regarding update (0.5); t/c with K. Orsini, S. Karotkin and M. Feldman regarding subro term sheet (0.6); t/c with K. Orsini, S. Karotkin and R. Barrera regarding update (0.7).	2.30	\$3,530.50
9/2/2019	Egenes, Erica M.	Prep for (0.3) and call with S. Qusba, S. Karotkin and K. Orsini re potential settlement (0.3).	0.60	\$504.00

1	9/3/2019	Ponce, Mario A.	Negotiations, review, various issues re Equity Commitments (1.2); emails, teleconfs with various directors re Equity Commitments (1.0).	2.20	\$3,608.00
2	9/3/2019	Ponce, Mario A.	Review revised Subro settlement terms (.8), emails, teleconfs, with various directors re issues re same (0.4).	1.20	\$1,968.00
3	9/3/2019	Qusba, Sandy	Review subro term sheet and prep for call with S. Karotkin, K. Orsini and R. Barrera (0.8); correspondence with STB team regarding update (0.3); t/c with M. Ponce, P. Curnin and N. Goldin regarding update (0.3); prep for call with M. Feldman (0.8); t/c with K. Orsini, S. Karotkin, M. Feldman regarding subro term sheet (0.7); t/c with Restructuring Committee regarding same and additional issues (1.0); t/c with Restructuring Committee regarding subro settlement term sheet (1.0); t/c with S. Karotkin, K. Orsini and R. Barrera regarding update (0.4) revise term sheet (1.5); t/c with Cravath, Weil, Lazard and STB regarding equity commitment issues list (1.0).	7.80	\$11,973.00
4	9/3/2019	Levine, Jeff P.	Call w/ E. Egenes re: status of potential settlement and related tasks.	0.30	\$274.50
5	9/3/2019	Egenes, Erica M.	Review of backstop commitment letter and potential settlement term sheet.	1.50	\$1,260.00
6	9/4/2019	Ponce, Mario A.	Conference call w/ Subset of Restructuring Committee re Subro settlement and Equity Commitment issues (1.2).	1.20	\$1,968.00
7	9/4/2019	Ponce, Mario A.	Negotiations, conference calls, with various directors regarding revised drafts of Equity Commitment letter (1.0); review revised drafts of Equity Commitment letter (1.0).	2.00	\$3,280.00

1			Review revised plan (1.0); t/c with R. Barrera regarding subro term sheet (0.5); t/c with Jones Day, Weil, Cravath, PJT and Lazard regarding equity commitment (1.5); review equity commitment (0.8); revise subro term sheet (1.4); t/c with R. Barrera regarding same and next steps (1.0); t/c with A. Kornberg, M. Kramer, K. Liang, M. Moore, M. Ponce regarding CPUC process update (0.6).	6.80	\$10,438.00
2	9/4/2019	Qusba, Sandy			
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8	9/4/2019	Levine, Jeff P.	Call with Cravath, Weil, Lazard, PJT and Jones Day re: backstop commitment term sheet.	1.60	\$1,464.00
9					
10	9/5/2019	Ponce, Mario A.	Negotiations, review and comments re subro settlement and equity commitment letter (2.0).	2.00	\$3,280.00
11					
12	9/5/2019	Purushotham, Ravi	Review of backstop commitment letter (1.0); call re backstop commitment letter with Lazard and Cravath; (0.7); review of summary of backstop commitment letter (0.2).	1.90	\$2,517.50
13					
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16					
17	9/5/2019	Qusba, Sandy	T/c with R. Barrera regarding subro term sheet (0.4); t/c with R. Barrera and S. Karotkin regarding same (0.4); review K. Orsini's comments to term sheet (0.5); revise subro term sheet (1.0); t/c with R. Barrera, T. Wagner, D. Abrams and B. Bennett regarding subros, equity commitment and bond holder discussions (0.7); t/c with R. Barrera regarding next steps (0.5); t/c with R. Barrera and N. Brownell (0.4); t/c with Restructuring Committee regarding subro term sheet, equity commitment letter and plan (1.5).	5.40	\$8,289.00
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22	9/5/2019	Levine, Jeff P.	Review backstop commitment term sheet.	3.30	\$3,019.50
23					
24	9/6/2019	Ponce, Mario A.	Review materials and prep for meetings with Restructuring Committee and Board (1.5).	1.50	\$2,460.00
25					
26	9/6/2019	Ponce, Mario A.	Negotiations, review and revisions to equity commitment letter and subro settlement (2.2).	2.20	\$3,608.00
27					
28					



1	9/6/2019	Ponce, Mario A.	Emails, teleconference with various directors re various issues re subro settlement and equity commitment letter (0.7).	0.70	\$1,148.00
2	9/6/2019	Purushotham, Ravi	Board meeting (1.7); Restructuring Committee call (1.4); review and comment on issues list for backstop commitment letter (1.5), review of board materials (0.8).	5.40	\$7,155.00
3	9/6/2019	Qusba, Sandy	T/c with R. Hall and M. Ponce regarding NDA (0.3); t/c with R. Barrera, N. Brownell and M. Ponce regarding board call prep (0.5); prep for and participate in t/c with Board and advisors regarding plan, subro settlement, equity commitment and next steps (2.0); t/c with S. Karotkin regarding term sheet changes (0.3); t/c with R. Barrera regarding same and next steps (0.8); t/c with N. Brownell and M. Ponce regarding restructuring committee call (0.3); t/c with A. Wolfe regarding update (0.3); t/c with M. Moore regarding restructuring committee call prep (0.3); t/c with Restructuring Committee regarding subro term sheet and next steps (1.3); t/c with B. Bennett regarding next steps (0.3); correspondence with N. Brownell regarding update (0.4).	6.80	\$10,438.00
4	9/6/2019	Egenes, Erica M.	Review of potential settlement term sheet.	0.40	\$336.00
5	9/7/2019	Ponce, Mario A.	Negotiations, various issues, emails, teleconfs re Equity Commitments (1.0); review and comment on Summary Memo re same (1.2).	2.20	\$3,608.00
6	9/7/2019	Ponce, Mario A.	Review revised Subro settlement term sheet, emails, teleconfs various directors re same (0.8).	0.80	\$1,312.00

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6	9/7/2019	Qusba, Sandy	Tc/ with S. Karotkin, K. Orsini and R. Barrera regarding subro settlement and next steps (0.7); correspondence with Restructuring Committee (0.2); t/c with A. Kornberg regarding various updates (0.4); t/c with K. Orsini regarding subro update (0.2); t/c with S. Karotkin regarding same (0.3); t/c with R. Barrera regarding next steps (0.4); correspondence with STB team regarding update (0.3); t/c with R. Barrera and N. Brownell regarding status update (0.5); t/c with M. Moore regarding update (1.5); t/c with M. Ponce regarding update (.3); t/c with K. Liang resignation with R. Barrera (0.5); t/c with N. Brownell regarding same (0.5).	5.80	\$8,903.00
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12	9/7/2019	Levine, Jeff P.	Attend call with Cravath and Jones Day re: negotiation of backstop commitments.	0.30	\$274.50
13					
14	9/7/2019	Levine, Jeff P.	Prepare report on call between Cravath and Jones Day re: negotiation of backstop commitments.	0.50	\$457.50
15					
16	9/7/2019	Levine, Jeff P.	Distribute revised draft backstop commitment letter.	0.20	\$183.00
17	9/8/2019	Ponce, Mario A.	Review Subro settlement and Equity Commitment status in preparation for Board meeting (1.2).	1.20	\$1,968.00
18					
19	9/8/2019	Ponce, Mario A.	Conference calls, emails various directors re issues re Equity Commitment letters (0.4); review and comment on Equity Commitment letters (0.8).	1.20	\$1,968.00
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23	9/8/2019	Qusba, Sandy	T/c with R. Barrera regarding update (0.3); t/c with S. Karotkin regarding same (0.4); t/c with K. Orsini regarding same (.2); t/c with M. Ponce regarding update (0.3); t/c with R. Barrera regarding Board call (0.4); prep for and participate in Board call (2.5); follow-up call with advisors regarding next steps (.2).	4.30	\$6,600.50
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1	9/9/2019	Purushotham, Ravi	N&G committee meeting (1.0); review of materials for N&G committee meeting (0.5); review of backstop commitment letters (0.6); review of 8-K (0.7).	2.80	\$3,710.00
2	9/9/2019	Qusba, Sandy	Correspondence with N. Brownell regarding various issues and next steps (0.5); coordination on K. Liang 8K (0.4); review backstop/Plan 8K (0.8) review and comment on revised plan and equity backstop agreements (2.1).	3.80	\$5,833.00
3	9/10/2019	Qusba, Sandy	Attend District Court Hearing regarding estimation process (1.4); attend board meetings (3.5).	4.90	\$7,521.50
4	9/11/2019	Ponce, Mario A.	Review and comment on Support Agreement re Subros (0.5); meeting with Qusba and Karotkin re same (0.5).	1.00	\$1,640.00
5	9/11/2019	Qusba, Sandy	Review and comment on draft RSA (1.5).	1.50	\$2,302.50
6	9/12/2019	Qusba, Sandy	Negotiate RSA, including review of documents and calls with S. Karotkin regarding same (1.5); t/c with G. Grogan regarding KEIP (0.3).	1.80	\$2,763.00
7	9/13/2019	Ponce, Mario A.	Review revised Equity Backstop Commitment (0.8); emails, teleconfs various directors re same (0.5).	1.30	\$2,132.00
8	9/13/2019	Qusba, Sandy	Correspondence with S. Karotkin regarding press release.	0.20	\$307.00
9	9/15/2019	Qusba, Sandy	Review Willkie markup to RSA (1.0); t/c with S. Karotkin and K. Orsini regarding same (0.6); review revised, annotated comments from Willkie (0.7); t/c with S. Karotkin regarding same (0.6); t/c with S. Karotkin and M. Feldman regarding same (0.5).	3.40	\$5,219.00
10	9/16/2019	Qusba, Sandy	Review latest draft RSA (0.5); t/c with S. Karotkin regarding next steps (0.3); correspondence with Restructuring Committee regarding same (0.4); t/c with N. Brownell regarding status update (0.4).	1.60	\$2,456.00
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1	9/17/2019	Qusba, Sandy	T/c with Willkie and S. Karotkin regarding RSA (0.2); review and comment on revised term sheet (0.7); t/c with M. Moore regarding update (0.4); t/c with R. Barrera regarding update (0.4).	1.70	\$2,609.50
2	9/18/2019	Purushotham, Ravi	Review of backstop commitment issues.	0.40	\$530.00
3	9/18/2019	Qusba, Sandy	T/c with M. Ponce regarding update (0.3); review and comment on draft plan regarding incorporation of subro settlement (1.6).	1.90	\$2,916.50
4	9/19/2019	Purushotham, Ravi	Review and comments on backstop comment letters.	2.50	\$3,312.50
5	9/19/2019	Qusba, Sandy	T/c with N. Goldin regarding plan provisions (0.2); review comments on plan provisions (0.8); correspondence with Restructuring Committee members regarding various questions on subro settlement RSA (0.7); review bondholder notice plan term sheet (2.0); t/c with M. Moore regarding same (0.3); t/c with R. Barrera regarding same (0.3).	4.30	\$6,600.50
6	9/20/2019	Ponce, Mario A.	Emails, calls, various issues re Equity Commitment letters (1.0).	1.00	\$1,640.00
7	9/20/2019	Purushotham, Ravi	Review and comment on backstop commitment letters (0.2).	0.20	\$265.00
8	9/20/2019	Qusba, Sandy	T/c with R. Barrera regarding bondholder plan (0.4); participate in Board call (1.2); t/c with M. Ponce regarding next steps (0.2); t/c with R. Barrera regarding update (0.5); t/c with N. Brownell, M. Ponce, A. Wolff, K. Orsini and S. Karotkin regarding board process (0.6); review revised RSA and ch. 11 plan (1.5); t/c with S. Karotkin and K. Orsini regarding same (0.5); t/c with D. Forman regarding same (0.4).	5.30	\$8,135.50
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1			T/c with R. Barrera regarding catch-up (0.5); t/c with B. Bennett regarding update (0.4); review revised motion and order regarding subro settlement (1.7); t/c with S. Karotkin regarding next steps (0.3); t/c with M. Moore regarding same (0.3); t/c with M. Ponce and R. Purushotham regarding same (0.3).	3.50	\$5,372.50
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3	9/21/2019	Qusba, Sandy			
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6	9/22/2019	Ponce, Mario A.	Teleconfs, emails, various issues re Subro settlement and Board Meeting (1.5).	1.50	\$2,460.00
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9	9/22/2019	Qusba, Sandy	T/c (numerous) with S. Karotkin regarding update and next steps (0.5); review revised drafts of motion/order regarding subro settlement (0.8); t/c with R. Barrera regarding update (0.4); t/c with M. Moore regarding update (0.3); review plan term sheet between Ad Hocs and TCC (0.6).	2.60	\$3,991.00
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12	9/23/2019	Ponce, Mario A.	Emails, various issues re Equity Commitments (0.5).	0.50	\$820.00
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14	9/23/2019	Purushotham, Ravi	Review and comment on backstop commitment letters.	1.20	\$1,590.00
15					
16	9/23/2019	Qusba, Sandy	Meeting with D. Abrams, I. Gartenberg, A. Shannahan and M. Ponce regarding update (1.0); t/c with P. Curnin regarding same (0.2); t/c with R. Barrera regarding update (0.4).	1.60	\$2,456.00
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18	9/24/2019	Ponce, Mario A.	Emails, various issues re Equity Commitments and Chapter 11 Status Hearing (0.9).	0.90	\$1,476.00
19					
20	9/24/2019	Qusba, Sandy	Participate in status conference hearing (3.0); draft summary of same for restructuring committee (0.8); t/c with R. Barrera regarding update of hearing (0.5); t/c with M. Ponce regarding same (0.4).	4.70	\$7,214.50
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23	9/25/2019	Ponce, Mario A.	Emails, review of revised Elliott term sheet (0.8).	0.80	\$1,312.00
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25	9/25/2019	Qusba, Sandy	Correspondence with Board members regarding next steps (0.3); t/c with R. Barrera regarding plan status (0.5); t/c with S. Karotkin regarding catch-up (0.3).	1.10	\$1,688.50
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1	9/26/2019	Qusba, Sandy	Review TCC/Elliott revised term sheet (1.5); t/c with R. Barrera regarding same (0.5); review draft response to Bankruptcy OII (1.0); t/c with K. Orsini regarding discovery request (0.2); participate on board call (1.6).	4.80	\$7,368.00
2	9/27/2019	Ponce, Mario A.	Teleconfs w/ Directors, J. Simon, J. Loduca re revised Elliott plan and potential responses (1.0).	1.00	\$1,640.00
3	9/27/2019	Qusba, Sandy	T/c with M. Torkin regarding various Board issues (0.3); begin review of various motions (D&O, OII response, District court pleading) (1.5).	1.80	\$2,763.00
4	9/30/2019	Ponce, Mario A.	Review, emails, various issues re Debtors' portion of Joint Statement (0.8).	0.80	\$1,312.00
5	9/30/2019	Qusba, Sandy	T/c with S. Karotkin regarding director comp motion and update (0.2); review and comment on director comp motion (1.7); correspondence with G. Grogan and M. Ponce regarding same (0.6); review and comment on Cravath estimation proceeding protocol (2.0); review and comment on CPUC Bankruptcy OII response (1.8); t/c with N. Goldin regarding same (0.2); t/c with M. Ponce and G. Grogan regarding director comp motion (0.2).	6.70	\$10,284.50
6	10/1/2019	Frankel, Andrew T.	Communications w/ K. Orsini, STB re: estimation and POC issues (0.5).	0.50	\$767.50
7	10/1/2019	Sparks Bradley, Rachel	Emails w/ document vendor, Cravath and Weil re: subrogation settlement discovery (0.6); emails w/ T. Kovoor re: same (0.4).	1.00	\$1,095.00
8	10/1/2019	Sussman, Rebecca A.	Call w/ R. Sparks Bradley re: document database (0.2).	0.20	\$168.00
9	10/1/2019	Ponce, Mario A.	Review Backstop Approval Motion (0.8).	0.80	\$1,312.00
10	10/1/2019	Qusba, Sandy	Begin review of objection to exclusivity (1.0); review UCC and Union pleadings in support of termination of exclusivity (0.8); correspondence with Board members regarding same and next steps (0.8).	2.60	\$3,991.00

1	10/2/2019	Ponce, Mario A.	Emails and teleconfs directors re: various issues re: Brief opposing Elliott motion re Exclusivity (0.6).	0.60	\$984.00
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3	10/2/2019	Qusba, Sandy	Review and comment on objection to motion to terminate exclusivity (1.6).	1.60	\$2,456.00
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5	10/3/2019	Sparks Bradley, Rachel	Emails w/ J. Isaacman, document vendor, Cravath and Weil re: subrogation settlement discovery (0.9); review documents for same (1.2).	2.10	\$2,299.50
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7	10/3/2019	Isaacman, Jennifer	Review documents re: subrogation settlement and objections (2.9); call w/ R. Sparks Bradley re: same (0.2).	3.10	\$1,829.00
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9	10/3/2019	Ponce, Mario A.	Conference call w/ Cravath/Lazard re: Bank Commitment Letters (0.8); document review re: same (0.7); emails and teleconfs directors and Qusba re: same (0.5).	2.00	\$3,280.00
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11	10/3/2019	Steinhardt, Brian M.	Call w/M. Ponce re: status of case.	0.20	\$328.00
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13	10/3/2019	Steinhardt, Brian M.	Call w/Lazard & Cravath re: bank commitment letters.	0.80	\$1,312.00
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15	10/3/2019	Steinhardt, Brian M.	Review of papers re: commitment letters.	0.50	\$820.00
16	10/3/2019	Purushotham, Ravi	Review of debt commitment letters.	0.30	\$397.50
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18	10/3/2019	Qusba, Sandy	Review and comment on objection to motion to terminate exclusivity (1.5); review debt financing letters (1.5); t/c w/ N. Brownell re: next steps (0.5); t/c w/ R. Barrera re: same (0.5); t/c w/ M. Ponce re: status update (0.5); t/c w/ S. Karotkin re: status (0.3).	4.80	\$7,368.00
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21	10/4/2019	Kovoor, Thomas G.	Communications w/ R. Sparks Bradley re: production specifications re: subrogation settlement, timing (0.5).	0.50	\$210.00
22					
23	10/4/2019	Sparks Bradley, Rachel	Review subrogation settlement documents for production to TCC (0.7); emails w/ J. Isaacman re: same (0.5); emails w/ Cravath and Weil re: same (0.6).	1.80	\$1,971.00
24					
25	10/4/2019	Fell, Jamie	Review (1.0) and circulate for STB group motions re: termination of exclusivity (0.3).	1.30	\$1,293.50
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1	10/4/2019	Isaacman, Jennifer	Review documents re: subrogation settlement (3.0); call w/ R. Sparks Bradley re: same (0.2).	3.20	\$1,888.00
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3	10/4/2019	Steinhardt, Brian M.	Call with M. Ponce and Cravath re: commitment papers.	0.50	\$820.00
4	10/4/2019	Purushotham, Ravi	Review of commitment letters.	0.50	\$662.50
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6	10/4/2019	Qusba, Sandy	Review J. Montali's Order and correspondence w/ restructuring committee re: same (0.5); review revised draft of objection to Motion to Terminate exclusivity (0.7); t/c w/ Board re: 10/7 hearing, debt and equity exit financing and the issues (1.5).	2.70	\$4,144.50
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10	10/5/2019	Sparks Bradley, Rachel	Review subrogation settlement documents for production to TCC (3.5); emails w/ document vendor, Cravath and Weil re: subrogation settlement discovery (0.6).	4.10	\$4,489.50
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12	10/5/2019	Qusba, Sandy	Review various pleadings for 10/7 hearing (1.10); summarize approach for restructuring committee (1.0).	2.10	\$3,223.50
13					
14	10/5/2019	Fell, Jamie	Review pleadings for Monday Omnibus Hearing.	1.50	\$1,492.50
15					
16	10/6/2019	Sparks Bradley, Rachel	Emails w/ document vendor and T. Koor re: subrogation production issues (0.6).	0.60	\$657.00
17					
18	10/7/2019	Sparks Bradley, Rachel	Review subrogation settlement documents in preparation for production (0.8); emails w/ Cravath, Weil, T. Koor re: same (1.1); review R&Os re: subrogation production (0.4); email to S. Qusba and N. Goldin re: same (0.1).	2.40	\$2,628.00
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21	10/7/2019	Qusba, Sandy	Meeting w/ D. Gottlieb re: case update (0.5); correspondence w/ R. Barrera re: exclusivity hearing (0.3).	0.80	\$1,228.00
22					
23	10/8/2019	Koor, Thomas G.	Production review/QC of STB production (1.0); coordinate transfer w/ Cravath (0.5); communications w/ R. Sparks Bradley re: production (0.5); follow up w/ vendor re: production (0.5).	2.50	\$1,050.00
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1	10/8/2019	Sparks Bradley, Rachel	Finalize subrogation settlement production (0.4); emails w/ T. Kovoor and Cravath and document vendor re: same (0.5).	0.90	\$985.50
2	10/8/2019	Ponce, Mario A.	Emails, teleconfs w/ Directors, S. Qusba re: Exclusivity hearing and issues (0.4); teleconf with S. Qusba re: same (0.3).	0.70	\$1,148.00
3	10/8/2019	Qusba, Sandy	T/c w/ M. Moore re: update from Exclusivity hearing (0.5); t/c w/ M. Ponce re: update from Exclusivity hearing (0.3).	0.80	\$1,228.00
4	10/9/2019	Kovoor, Thomas G.	Build production analytics for attorney review (2.0); follow up communications w/ R. Sparks Bradley re: production (0.5).	2.50	\$1,050.00
5	10/9/2019	Sparks Bradley, Rachel	Review subrogation settlement documents for deposition preparation (1.8); email to Cravath re: same (0.4); review draft R&Os to Bondholders (0.5).	2.70	\$2,956.50
6	10/9/2019	Ponce, Mario A.	Review Montali Exclusivity Decision (0.5), emails, teleconfs, various issues re: same (0.5).	1.00	\$1,640.00
7	10/9/2019	Qusba, Sandy	Review Judge Montali's Exclusivity Order (0.3); correspondence w/ Restructuring Committee re: same (0.8).	1.10	\$1,688.50
8	10/10/2019	Kovoor, Thomas G.	Prepare copies of productions for files (0.8); communications w/ R. Sparks Bradley re: same (0.2).	1.00	\$420.00
9	10/10/2019	Laspisa, Rosemarie	Upload document productions (0.5); prepare case file copies (0.5).	1.00	\$400.00
10	10/10/2019	Ponce, Mario A.	Teleconf with Cravath (0.5) and S. Kerotkin (0.7), and emails, various issues, documents (0.3) re: Debt Commitment Papers and Board Recommendation.	1.50	\$2,460.00
11	10/10/2019	Steinhardt, Brian M.	Call re: debt papers.	0.50	\$820.00
12	10/10/2019	Purushotham, Ravi	Call on debt commitment letters w/ Cravath, Lazard and other (0.5); review of debt commitment letters (0.6).	1.10	\$1,457.50

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4	10/10/2019	Qusba, Sandy	T/c w/ S. Karotkin and K. Orsini re: next steps (0.5); correspondence w/ M. Ponce and R. Purushotham re: same (0.3); t/c w/ R. Barrera re: same (0.4); t/c w/ S. Karotkin, K. Ziman, J. Loduca and J. Simon re: 10/11 Board call (0.7); t/c w/ M. Ponce re: debt financing commitments (0.2); t/c w/ Weil, Cravath, Lazard and STB teams re: debt financing commitments (0.5); review and comment on draft Board agenda (0.2); t/c w/ K. Ziman and R. Barrera re: debt commitments (0.6).	3.40	\$5,219.00
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9	10/11/2019	Ponce, Mario A.	Conference call w/ Board Chair and R. Barrera re: debt commitment letters and NOLs (0.5), emails re: same (0.3).	0.80	\$1,312.00
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12	10/11/2019	Qusba, Sandy	T/c w/ R. Barrera re: Board call (0.3); review Board material (0.4); t/c w/ N. Brownell re: Board meeting (0.3); participate in Board call (1.5); review and comment on CPUC OII response (1.5); t/c w/ R. Barrera, N. Brownell and M. Ponce re: next steps (0.3); t/c w/ S. Karotkin re: debt commitments (0.2).	4.50	\$6,907.50
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16	10/13/2019	Qusba, Sandy	Prepare for call w/ M. Moore (0.8); t/c w/ same re: next steps (0.5); correspondence w/ N. Brownell re: next steps (0.2).	1.50	\$2,302.50
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19	10/14/2019	Ponce, Mario A.	Conference calls w/ Board Chair and various Directors regarding debt commitments and various litigation issues (1.0); emails re: same (0.2).	1.20	\$1,968.00
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21	10/15/2019	Ponce, Mario A.	Emails, teleconfs directors re: litigation and settlement (0.3); t/c S. Qusba re: litigation and settlement (0.4).	0.70	\$1,148.00
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24	10/15/2019	Qusba, Sandy	T/c with M. Ponce regarding community structure (0.4); t/c with R. Barrera regarding next steps (0.3); t/c with S. Karotkin regarding same (0.3); review draft pleadings regarding debt/equity commitments and comment on same (2.1).	3.10	\$4,758.50
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1	10/16/2019	Ponce, Mario A.	Emails, teleconfs w/ Directors re: various issues and litigation strategy issues (1.2).	1.20	\$1,968.00
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3	10/16/2019	Qusba, Sandy	T/c with R. Barrera, M. Ponce and N. Goldin regarding Tubbs trials (0.4); correspondence with same regarding follow-up (0.3).	0.70	\$1,074.50
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5	10/17/2019	Qusba, Sandy	Correspondence with M. Laffell and D. Mielle regarding Tubbs issues (0.2); t/c with B. Bennett regarding next steps (0.4); t/c with M. Ponce regarding same (0.3); review objections to Subro RSA (1.7); t/c with R. Barrera regarding update regarding Board/RX committee calls and next steps (0.4); t/c with board regarding various issues, including potential settlement of claims (1.5); review restructuring committee material and participate in call with same (1.0).	5.50	\$8,442.50
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13	10/18/2019	Ponce, Mario A.	Review B. Johnson letters to CPUC and Governor (0.8).	0.80	\$1,312.00
14	10/18/2019	Ponce, Mario A.	Conf call w/ J. Loduca, S. Qusba re: bank commitments (0.4).	0.40	\$656.00
15					
16	10/18/2019	Ponce, Mario A.	Review financing proposal and Lazard comparison to existing bank commitments (0.8), emails, issues, teleconfs re: same (0.4).	1.20	\$1,968.00
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18	10/18/2019	Qusba, Sandy	T/c with M. Ponce and J. Loduca regarding debt commitment motion and Tubbs trial (0.5); t/c with N. Brownell regarding open issues (0.4); t/c with B. Bennett regarding catchup (0.4).	1.30	\$1,995.50
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21	10/21/2019	Ponce, Mario A.	Finance Committee Meeting re: debt commitments (1.2), review related materials, emails and issues related to debt commitments (0.5).	1.70	\$2,788.00
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23	10/21/2019	Ponce, Mario A.	Review RSA Support Motion (0.8).	0.80	\$1,312.00
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3	10/21/2019	Qusba, Sandy	Review K. Ziman declaration and motion for debt financing (1.2); review and comment on reply regarding RSA Subro Motion (0.8); t/c with M. Ponce regarding financing committee topics (0.2); t/c with finance committee, Weil, Lazard and senior management regarding exit financing (1.2).	3.40 \$5,219.00
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6	10/22/2019	Ponce, Mario A.	Review and comment on Motion Supporting Financing (0.9), emails re: same (0.3).	1.20 \$1,968.00
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8	10/22/2019	Ponce, Mario A.	Review NOL presentation regarding potential settlement (0.7).	0.70 \$1,148.00
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10	10/22/2019	Qusba, Sandy	T/cs (numerous) with N. Brownell regarding various issues, including estimation and revisions to the ch. 11 plan (0.8); t/cs (numerous) with M. Ponce regarding same (0.6).	1.40 \$2,149.00
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12	10/23/2019	Ponce, Mario A.	Emails, various issues re: RSA hearing and Motion re financing commitments (0.5).	0.50 \$820.00
13				
14	10/23/2019	Qusba, Sandy	Review correspondence regarding board updates (0.3); attend court hearing regarding plan process and Subro RSA (4.5); correspondence with Board members regarding summary of same (0.7).	5.50 \$8,442.50
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17	10/24/2019	Qusba, Sandy	T/c with N. Brownell regarding wildfire update and board meeting on 10/27 and 28 (0.4); meeting with M. Ponce regarding same (0.3); participate on Board call (1.0); correspondence with Board members regarding next steps (0.4).	2.10 \$3,223.50
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21	10/25/2019	Ponce, Mario A.	Conference call w/ M. Moore, S. Karotkin, S. Qusba re: various POR issues (0.8), pre-call w/ Advisors (0.2).	1.00 \$1,640.00
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10/25/2019	Qusba, Sandy	T/c with S. Karotkin regarding next steps (0.3); t/c with M. Ponce regarding same (0.2); t/c with S. Karotkin, M. Ponce and M. Moore regarding plan options (0.8); review M. Moore's correspondence and calls with S. Karotkin regarding same (0.5); t/c with N. Brownell regarding same (0.3); review subpoenas regarding bar date motion and correspondence with Board members regarding same (1.3).	3.40	\$5,219.00
10/26/2019	Qusba, Sandy	T/c with B. Bennett regarding negotiations with TEC and claims analysis (0.5); t/c with N. Brownell regarding update (0.4); t/c with R. Barrera regarding same (0.5); correspondence with M. Moore regarding pleadings (0.3); review board material for 10/27 call (1.0).	2.70	\$4,144.50
10/27/2019	Qusba, Sandy	T/c with N. Goldin and M. Ponce regarding upcoming Board meeting (0.5); t/c with M. Ponce and N. Brownell regarding same (0.5); t/c with S. Karotkin regarding next steps and Kincaid fire (0.5); t/c with Board and professionals regarding upcoming hearings and strategy regarding next steps (2.0); review and comment on Board memo and correspondence with M. Ponce regarding same (0.7).	4.20	\$6,447.00
10/28/2019	Goldin, Nicholas	Review submission re: subrogation issues (0.6); call w/ Company counsel re: same (0.2); communications w/ team re: same (0.4).	1.20	\$1,776.00
10/28/2019	Ponce, Mario A.	Review Amended RSA, emails re: same (0.4).	0.40	\$656.00
10/28/2019	Ponce, Mario A.	Emails, issues re: mediator appointment, communications strategy (0.4).	0.40	\$656.00

1	10/28/2019	Qusba, Sandy	T/c with M. Ponce regarding catch-up (0.2); t/c with B. Bennett regarding update (0.3); t/c with S. Karotkin regarding same (0.5); t/c with M. Ponce, P. Curnin and J. Loduca regarding update (0.5); review and comment on amended and restated Subro RSA (1.8); correspondence with Weil regarding same (0.4).	3.70	\$5,679.50
2					
3	10/29/2019	Qusba, Sandy	Review Weil comments to Subro RSA (0.7); t/c with S. Karotkin regarding consolidated mark-up (0.6); t/c with M. Ponce (numerous) regarding catch-up (0.6); review B. Bennett correspondence regarding mediation (0.3); t/c with B. Bennett regarding same (0.3); t/c with N. Brownell regarding Sacramento meeting (0.5); t/c with S. Karotkin (numerous) regarding mediation and next steps (0.7); t/c with S. Karotkin, J. Wells and J. Loduca regarding same (0.6); correspondence with M. Ponce regarding same (0.6).	4.90	\$7,521.50
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5	10/30/2019	Qusba, Sandy	Review revised draft from Willkie regarding Subro RSA (0.8); review correspondence regarding potential rebate (0.2); t/c with R. Barrera regarding catch-up on mediation, Kincade and other issues (0.5); t/c with J. Loduca, R. Hall, S. Karotkin, J. Wells, M. Ponce, P. Curnin and N. Brownell regarding mediation (0.5); t/c with R. Barrera regarding update (0.4); t/c with M. Moore regarding update (0.4).	2.80	\$4,298.00
6					
7	10/31/2019	Qusba, Sandy	T/c with N. Brownell and M. Ponce regarding update and next steps (0.3); t/c with M. Ponce, P. Curnin and N. Goldin regarding board call on 11/1 (0.2).	0.50	\$767.50
8					
9	10/31/2019	Fell, Jamie	Prepare overview and talking points for board discussion re: Proposed Ch. 11 Plan and PERA Objection (1.5); discussion w/ STB group re: same (0.7).	2.20	\$2,189.00
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1	11/1/2019	Ponce, Mario A.	Review revised POR, Board materials (0.5).	0.50	\$820.00
2	11/1/2019	Qusba, Sandy	T/c with Board regarding ongoing mediation, subro RSA, exit financing motion and Kincade (1.5).	1.50	\$2,302.50
3	11/2/2019	Qusba, Sandy	Correspondence with N. Brownell and M. Ponce regarding status update (0.3); calls with S. Zelin regarding next steps (0.7).	1.00	\$1,535.00
4	11/4/2019	Ponce, Mario A.	Teleconfs with directors (0.5) and emails with directors (0.2) re: various issues re: meeting w/ Governor's office .	0.70	\$1,148.00
5	11/4/2019	Qusba, Sandy	T/c with N. Brownell regarding meeting with Governor and next steps (0.5); t/c with B. Bennett regarding same (0.5); correspondence with M. Ponce, P. Curnin and N. Goldin regarding updates and D&O indemnity (0.3).	1.30	\$1,995.50
6	11/5/2019	Qusba, Sandy	T/c with M. Ponce regarding catch-up (0.2); t/c with Audit Committee regarding 10Q (1.5); t/c with R. Barrera regarding financing committee meeting on 11/4 (0.5); review Munger Tolles memos regarding governmental powers (1.6); t/c with N. Brownell regarding same (0.8).	4.60	\$7,061.00
7	11/6/2019	Ponce, Mario A.	Emails directors (0.5) and teleconfs directors (0.8) re: various issues in connection with Board Meeting re: settlement discussions, 10Q disclosure, consents for financing commitments extension.	1.30	\$2,132.00
8	11/6/2019	Qusba, Sandy	Review and comment on 10Q disclosure (0.3); review and comment on extension correspondence to equity commitment providers (0.3); t/c with N. Brownell regarding gov. meeting update (0.3); t/c with Board regarding update from Gov's meeting and next steps (1.7); correspondence with M. Ponce regarding next steps (0.4).	3.00	\$4,605.00

1	11/7/2019	Ponce, Mario A.	Conference call w/ Advisors and PJT/Jones Day re: Equity Financing Commitment extension strategy (1.0).	1.00	\$1,640.00
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3	11/7/2019	Ponce, Mario A.	Review post-petition interest brief (0.7).	0.70	\$1,148.00
4					
5	11/7/2019	Qusba, Sandy	T/c with equity advisors regarding debt/equity commitments (0.4); t/c with M. Ponce regarding same (0.2); review and comment on post-petition interest brief (1.3); correspondence with Board members regarding same (0.6).	2.50	\$3,837.50
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8	11/8/2019	Ponce, Mario A.	Review mediation update and Board materials re: TCC settlement (0.6).	0.60	\$984.00
9	11/8/2019	Ponce, Mario A.	Emails w/ Restructuring Committee Chair re: various issues (0.6).	0.60	\$984.00
10	11/8/2019	Ponce, Mario A.	Emails directors re: CPUC issues (0.4).	0.40	\$656.00
11					
12	11/8/2019	Qusba, Sandy	T/c with R. Barrera regarding finance committee issues (0.7); correspondence with M. Ponce regarding same (0.3); review and comment on pleadings regarding post-petition interest (1.1).	2.10	\$3,223.50
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14					
15	11/9/2019	Qusba, Sandy	Review constitutional challenge complaint to AB1054 (1.5); correspondence with RX committee regarding same (0.4); t/c with S. Karotkin regarding mediation (0.4); correspondence with R. Barrera regarding same (0.3).	2.60	\$3,991.00
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19	11/10/2019	Qusba, Sandy	Review and comment on bar date stip (0.7); correspondence with RX committee members regarding same (0.3); correspondence with Cravath regarding same (0.4).	1.40	\$2,149.00
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21					
22	11/11/2019	Ponce, Mario A.	Review materials and updates re: settlement discussions, Subro Motion approval, Governor's objection to Subro RSA (1.2).	1.20	\$1,968.00
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1	11/11/2019	Qusba, Sandy	Review pleadings regarding RSA approval and post-petition interest (2.7); correspondence with RX committee regarding same (0.4); draft summary of pleadings for RX committee (1.6); t/c with R. Barrera and N. Brownell regarding update (0.3); t/c with M. Ponce regarding same (0.2); t/c with M. Moore regarding update (0.6).	5.80	\$8,903.00
2					
3	11/12/2019	Qusba, Sandy	Review Board materials and prep for Finance/RX committee call (1.4); participate in Finance/RX committee call (1.4); participate in Board call (1.8); t/c with N. Brownell regarding board resignation and mediation (0.5); t/c with M. Ponce regarding same (0.2).	5.30	\$8,135.50
4					
5	11/13/2019	Qusba, Sandy	Review and comment on draft mediation RSA/Term Sheet (2.0); t/c with M. Ponce, P. Curnin and N. Goldin regarding same (0.3); mark-up RSA/Term Sheet (0.4); t/c with S. Karotkin regarding same (0.3); t/c with B. Bennett regarding same and next steps (0.3); correspondence with STB team re (0.3) and further mark-up RSA/Term Sheet (0.5).	4.10	\$6,293.50
6					
7	11/14/2019	Qusba, Sandy	Review KEIP motion (1.5); t/c with R. Barrera regarding various issues, including mediation and business plan (0.5); review and comment on draft OII regarding bankruptcy issues (0.5); review and comment on exclusivity motion (1.0); correspondence with M. Moore regarding 11/15 board meeting (0.3); review Board material and prep for 11/15 call (1.4).	5.20	\$7,982.00
8					
9	11/15/2019	Ponce, Mario A.	Review Amended Equity Commitment Letters (1.0) emails (0.5) and teleconfs (1.1) with Advisors and Equityholders re: various issues re: same.	2.60	\$4,264.00
10					
11	11/15/2019	Ponce, Mario A.	Restructuring Committee Call re: Equity Commitments (1.5).	1.50	\$2,460.00
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13	11/15/2019	Purushotham, Ravi	Review of amended backstop commitment (0.3).	0.30	\$397.50
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5	11/15/2019	Qusba, Sandy	Review and comment on revised commitment letter (1.6); t/c with Board regarding next steps, mediation and equity commitment (1.5); t/c with Restructuring Committee regarding equity commitment (1.5); t/c with Cravath, Weil and Lazard teams regarding equity commitment letter (0.7); t/c with same and Jones Day/PJT regarding equity committee letter (0.5); t/c (numerous) with S. Karotkin regarding same (0.5); t/c (numerous) with B. Bennett regarding same (0.5); negotiate equity committee letter (1.3).	8.10 \$12,433.50
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9	11/16/2019	Ponce, Mario A.	Teleconfs (0.5) and emails (0.3) with PGE CEO, GC and Board Chair re: plan-related issues.	0.80 \$1,312.00
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13	11/16/2019	Qusba, Sandy	Calls with M. Ponce regarding equity commitment letter (0.4); t/c with N. Brownell regarding same and discovery issues (0.5); review and negotiate equity commitment letter comments from various potential investors (1.6); t/c with equity sponsors (Knighthood/Abrams), counsel/advisors and Company advisors regarding equity commitment letters (0.5); t/c with Board regarding same (1.3); t/c with K. Ziman regarding same (0.5).	4.80 \$7,368.00
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18	11/17/2019	Qusba, Sandy	Correspondence with Cravath/Lazard regarding equity commitment letters (0.4); review draft 8K (0.2).	0.60 \$921.00
19				
20	11/18/2019	Ponce, Mario A.	Conference call w/ Advisors re: Equity Commitment Letter Process (0.5).	0.50 \$820.00
21				
22	11/18/2019	Ponce, Mario A.	Conference call w/ Management, Lazard, JPM re: Debt Financing (0.8); review materials on debt financing (0.5).	1.30 \$2,132.00
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1			T/c with JPM, Company advisors regarding CPUC/Gov presentation (1.0); review Subro RSA amendment and correspondence with N. Brownell regarding same (0.2); t/c with R. Barrera regarding status update (0.3); t/c with M. Ponce regarding update on TCC negotiations and next steps (0.2); review and comment on draft OII (1.3).	3.00	\$4,605.00
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3	11/18/2019	Qusba, Sandy			
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6	11/19/2019	Ponce, Mario A.	Emails directors re: various plan-related issues (0.3).	0.30	\$492.00
7					
8	11/19/2019	Qusba, Sandy	Review and comment on discovery response in CPUC proceeding (0.8).	0.80	\$1,228.00
9	11/20/2019	Ponce, Mario A.	Emails directors re: various plan-related issues (0.3).	0.30	\$492.00
10					
11	11/21/2019	Qusba, Sandy	Review brief regarding post-petition interest (0.8); t/c with B. Bennett regarding update (0.5); participate in Board call and follow-up with Board members (1.8).	3.10	\$4,758.50
12					
13	11/22/2019	Goldin, Nicholas	Communications w/ team re: workstreams (0.3); review correspondence re: filings (0.2).	0.50	\$740.00
14					
15	11/22/2019	Ponce, Mario A.	Emails, teleconfs STB team re: Restructuring Committee presentation (0.4).	0.40	\$656.00
16					
17	11/22/2019	Ponce, Mario A.	Impairment Brief review (0.4).	0.40	\$656.00
18					
19	11/22/2019	Qusba, Sandy	T/c with S. Karotkin regarding status (0.3); t/c with M. Ponce regarding same (0.2); correspondence with M. Moore regarding pleadings on post-petition interest (0.3).	0.80	\$1,228.00
20					
21	11/25/2019	Ponce, Mario A.	Telephonic Restructuring Committee Call (1.0); review materials re: same (0.5).	1.50	\$2,460.00
22					
23	11/25/2019	Qusba, Sandy	T/c with R. Barrera regarding prep for RX/Finance Committee meeting (0.5); review RX/Finance Committee presentation material (0.6); t/c with RX/Finance Committee regarding wildfire claims and next steps (1.0).	2.10	\$3,223.50
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26	11/26/2019	Goldin, Nicholas	Review documents re: estimation (0.3).	0.30	\$444.00
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1	11/26/2019	Ponce, Mario A.	Review Subro Impairment Brief (0.5).	0.50	\$820.00
2	11/26/2019	Ponce, Mario A.	Emails (0.3) and teleconfs (0.3) with Management and Directors re: settlement analysis.	0.60	\$984.00
3	11/26/2019	Qusba, Sandy	Review minutes (0.5); begin review of makewhole brief (0.5); correspondence with RX and Finance Committee regarding same (0.2).	1.20	\$1,842.00
4	11/27/2019	Ponce, Mario A.	Emails, teleconfs directors re: Bankruptcy Ct. order re: Subro RSA (0.5); review order and proposed RSA amendments (0.8).	1.30	\$2,132.00
5	11/27/2019	Ponce, Mario A.	Review Tax Benefit Payment Agreement (0.7).	0.70	\$1,148.00
6	11/27/2019	Qusba, Sandy	Review Judge Montali tentative ruling (0.7); t/c with S. Karotkin regarding same (0.4); draft correspondence to Rx/Finance Committee regarding makewhole and update (1.0); review EFH decisions and makewhole brief (1.7); t/c with J. Loduca regarding claims analysis (0.5); correspondence with Board members regarding status of Tec/Equity negotiations and Subro RSA (0.8).	5.10	\$7,828.50
7	11/28/2019	Qusba, Sandy	Review tax agreement (0.8); correspondence with RX/Financing Committee regarding status (0.3); review impairment and makewhole pleadings (1.5).	2.60	\$3,991.00
8	11/29/2019	Qusba, Sandy	Correspondence with J. Loduca regarding Subro RSA (0.3); review and comment on same (0.5); correspondence with S. Karotkin regarding same (0.2).	1.00	\$1,535.00
9	12/1/2019	Qusba, Sandy	T/c with J. Loduca, R. Barrera, K. Orsini and M. Moore regarding claims analysis (1.3); correspondence with J. Loduca regarding Subro RSA (.4); t/c with S. Karotkin regarding same (0.3); t/c with R. Barrera regarding claims analysis and mediation (0.4).	2.40	\$3,684.00

1	12/2/2019	Ponce, Mario A.	Review/comments on TCC RSA (0.7); emails, teleconfs, various issues re: same (0.3).	1.00	\$1,640.00
2					
3	12/2/2019	Qusba, Sandy	Review Subro RSA changes and correspondence with S. Karotkin regarding same (0.4); review draft TCC RSA (1.5); t/c with M. Ponce, K. Orsini, J. Loduca and J. Wells regarding RSA (0.4); review S. Karotkin's comments to draft TCC RSA (0.4); t/c with M. Ponce regarding update on tax receivables agreement and mediation (0.3); t/c with Board, T. Wagner and Jones Day regarding mediation status and open issues with TCC and Governor (1.4); summary of same for STB team (0.4); t/c with R. Barrera regarding Board call and open issues (0.3); review and comment on draft RSA with J. Liou and S. Karotkin (1.0).	6.10	\$9,363.50
4					
5	12/3/2019	Ponce, Mario A.	Review/comments on revised RSA and term sheets for TCC (2.8); emails, teleconfs, various issues re same (1.2).	4.00	\$6,560.00
6					
7	12/3/2019	Qusba, Sandy	T/c with J. Loduca regarding next steps (0.2); review and comment on draft TCC RSA/Term Sheet (1.4); correspondence with STB team regarding same (0.3); review and comment on revised TCC RSA/Term Sheet (1.3); t/c with M. Ponce regarding same (0.4); correspondence with STB team regarding TCC Term Sheet (0.3); correspondence with finance/restructuring committee regarding TCC RSA/Term Sheet (0.5).	4.40	\$6,754.00
8					
9	12/4/2019	Ponce, Mario A.	Review revised RSA and Term Sheet re TCC (0.5); emails, issues re same (0.2).	0.70	\$1,148.00
10					
11	12/4/2019	Ponce, Mario A.	Conference calls, emails, various issues re non-economic terms of TCC settlement (1.2).	1.20	\$1,968.00
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3	12/4/2019	Qusba, Sandy	Review TCC pleading regarding Subro RSA (0.3); correspondence with board members regarding Subro RSA hearing (0.5); participate in Subro RSA hearing (2.7); participate in board call regarding TCC RSA/Term Sheet and court hearing (1.0); t/c with S. Karotkin regarding follow-up from court hearing (0.3).	4.80 \$7,368.00
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6	12/5/2019	Ponce, Mario A.	Review revised POR (0.6).	0.60 \$984.00
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9	12/5/2019	Qusba, Sandy	Review and comment on ch. 11 plan (1.4); review and comment on Board material (0.7); t/c with M. Ponce regarding Board material (0.5); t/c with B. Bennett regarding update (0.4); t/c with Board regarding TCC RSA/Term Sheet (1.5); t/c with M. Ponce regarding same (0.3); review and comment on revised drafts of TCC RSA/Term sheet (0.8).	5.60 \$8,596.00
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11				
12	12/6/2019	Ponce, Mario A.	Conference calls, emails, documents, various issues re Final RSA and Term Sheet for TCC (3.0) and press release (0.4) and 8K (1.1).	4.50 \$7,380.00
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15	12/6/2019	Qusba, Sandy	Review and comment on TCC RSA/Term Sheet, press release and 8K (2.8); t/c (numerous) with S. Karotkin, K. Orsini, J. Loduca and M. Ponce regarding TCC RSA/Term Sheet, press release and 8K (1.5); t/c with Finance and Restructuring Committee chairs regarding TCC RSA/Term Sheet (1.0); t/c with S. Karotkin, K. Orsini, B. Bennett and J. Mester regarding various TCC RSA issues (0.7).	6.00 \$9,210.00
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18	12/8/2019	Qusba, Sandy	Review and comment on TCC RSA approval motion.	2.00 \$3,070.00
19				
20	12/9/2019	Ponce, Mario A.	Review POR OII Testimony and TCC RSA motions (0.9); emails, teleconfs, various issues (0.2).	1.10 \$1,804.00
21				
22	12/9/2019	Qusba, Sandy	Correspondence with M. Moore regarding TCC RSA approval motion (0.3); correspondence with Weil regarding same (0.4).	0.70 \$1,074.50
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1	12/10/2019	Qusba, Sandy	Attend board committee meeting (2.5).	2.50	\$3,837.50
2	12/11/2019	Purushotham, Ravi	Review and calls re backstop commitment letters.	2.40	\$3,180.00
3	12/11/2019	Qusba, Sandy	Attend court hearing regarding post-petition interest (2.5); attend board meetings (2.5); review and comment on revised equity backstop agreement (1.5); correspondence with STB team regarding same (0.4); review and comment on Board material regarding equity backstop (0.8).	7.70	\$11,819.50
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8	12/12/2019	Ponce, Mario A.	Review/comments/emails re revised Backstop Commitment letters (1.7).	1.70	\$2,788.00
9	12/12/2019	Purushotham, Ravi	Review and comment on backstop commitment letter (3.0); board call (0.6).	3.60	\$4,770.00
10					
11	12/12/2019	Qusba, Sandy	Review and comment on revised ch. 11 plan and equity backstop agreement (3.1); t/c (numerous) with Board members and advisors regarding same (1.5); t/c with Board regarding equity backstop agreement (1.1); t/c (numerous) with Company and advisors and Jones Day regarding same (0.7).	6.40	\$9,824.00
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16	12/13/2019	Ponce, Mario A.	Conference call w/ Advisors, PJT, Jones Day re Backstop Commitment Letter Launch, associated issues (0.7).	0.70	\$1,148.00
17					
18	12/13/2019	Ponce, Mario A.	Emails, teleconfs, various issues re POR and Assigned Causes of Action re Directors (1.0).	1.00	\$1,640.00
19					
20	12/13/2019	Qusba, Sandy	T/c with S. Karotkin regarding update (0.3); negotiate and finalize equity backstop commitment letters (2.7); prep for and participate in board call regarding Governor's position and equity backstop (0.8).	3.80	\$5,833.00
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23	12/13/2019	Egenes, Erica M.	Call re backstop with company, Lazard, Cravath, Abrams and Knighthed, PJT, Jones Day.	0.50	\$420.00
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1			Review and comment on Governor and advisor letters (1.8); t/c with S.		
2			Karotkin, R. Hall and M. Ponce		
3			regarding same (0.5); t/c with N.		
4	12/14/2019	Qusba, Sandy	Brownell regarding same (0.4); t/c with N. Brownell, A. Wolf and M. Ponce	4.40	\$6,754.00
5			regarding same (1.0); t/c with R.		
6			Barrera and J. Wells regarding next steps (0.5); t/c with R. Barrera		
7			regarding same (0.2).		
8			T/c with R. Barrera regarding status and next steps (0.5); t/c with S.		
9			Karotkin regarding governance and other requests from Governor (0.5); t/c		
10			with N. Brownell regarding same (0.5); t/c with M. Ponce, R. Purushotham and		
11			E. Egenes regarding issues chart and next steps (0.6); review chart (0.3);		
12			revise board letter (1.0); t/c with B.		
13	12/15/2019	Qusba, Sandy	Bennett regarding next steps (0.5); t/c with M. Ponce regarding same (0.5); t/c	7.70	\$11,819.50
14			with R. Barrera regarding same and governor's requests (0.4); t/c with M.		
15			Ponce and J. Simon regarding Board call (0.3); prep for and participate in		
16			Board call regarding response to Governor (1.5); t/c Board in executive		
17			session regarding same (0.5); t/c with M. Ponce and N. Brownell regarding		
18			same (0.3); t/c with M. Ponce and J. Simon regarding same (0.3).		
19	12/16/2019	Ponce, Mario A.	Review Motion from Governor's Office (0.3).	0.30	\$492.00
20	12/16/2019	Ponce, Mario A.	Teleconfs, emails, various issues re Court motions, Equity Backstop (0.6).	0.60	\$984.00
21					
22			Review 8K, TCC RSA amendment and press release (0.8); t/c with N.		
23			Brownell regarding same (0.7);		
24	12/16/2019	Qusba, Sandy	correspondence with Restructuring and Finance Committee chairs regarding	6.40	\$9,824.00
25			next steps (0.7); correspondence with S. Karotkin regarding next steps and		
26			12/17 hearing (0.4); review objections to approvals of RSAs and prepare chart		
27			of same for Board (3.8).		
28					



1	12/17/2019	Ponce, Mario A.	Emails, teleconfs, various issues re Court hearings and arguments (0.7).	0.70	\$1,148.00
2	12/17/2019	Ponce, Mario A.	Review backstop commitment letter (0.6).	0.60	\$984.00
3	12/17/2019	Qusba, Sandy	T/c with R. Barrera regarding hearing and next steps (0.3); participate in court hearing (6.0).	6.30	\$9,670.50
4	12/17/2019	Qusba, Sandy	T/c with R. Barrera regarding hearing and next steps (0.3); participate in court hearing (6.0).	6.30	\$9,670.50
5	12/18/2019	Ponce, Mario A.	Equity backstop comments, issues, emails (0.8).	0.80	\$1,312.00
6	12/18/2019	Qusba, Sandy	Meeting with M. Ponce regarding next steps (0.2); review correspondence to N. Brownell and comment on same (0.2); correspondence with M. Moore regarding Restructuring committee issues (0.3).	0.70	\$1,074.50
7	12/18/2019	Qusba, Sandy	Meeting with M. Ponce regarding next steps (0.2); review correspondence to N. Brownell and comment on same (0.2); correspondence with M. Moore regarding Restructuring committee issues (0.3).	0.70	\$1,074.50
8	12/18/2019	Qusba, Sandy	Meeting with M. Ponce regarding next steps (0.2); review correspondence to N. Brownell and comment on same (0.2); correspondence with M. Moore regarding Restructuring committee issues (0.3).	0.70	\$1,074.50
9	12/18/2019	Qusba, Sandy	Meeting with M. Ponce regarding next steps (0.2); review correspondence to N. Brownell and comment on same (0.2); correspondence with M. Moore regarding Restructuring committee issues (0.3).	0.70	\$1,074.50
10	12/19/2019	Ponce, Mario A.	Review equity backstop commitment revisions (1.7); teleconfs, emails, various issues regarding Equity Backstop Commitment revisions (0.5).	2.20	\$3,608.00
11	12/19/2019	Ponce, Mario A.	Review equity backstop commitment revisions (1.7); teleconfs, emails, various issues regarding Equity Backstop Commitment revisions (0.5).	2.20	\$3,608.00
12	12/19/2019	Ponce, Mario A.	Review PSPs Complaint and evaluate impact on Equity Commitments (0.7).	0.70	\$1,148.00
13	12/19/2019	Ponce, Mario A.	Review PSPs Complaint and evaluate impact on Equity Commitments (0.7).	0.70	\$1,148.00
14	12/19/2019	Qusba, Sandy	Review and comment on estimation stipulation (0.6); t/c with Weil/Cravath/Lazard regarding equity commitments and NDAs (0.5); t/c with Board regarding update and next steps in case (1.5); review and comment on makewhole brief (0.7); review and comment on Tubbs settlement agreement (1.2); review PSPs class action complaint (0.8); review and comment on equity backstop (0.8).	6.10	\$9,363.50
15	12/19/2019	Qusba, Sandy	Review and comment on estimation stipulation (0.6); t/c with Weil/Cravath/Lazard regarding equity commitments and NDAs (0.5); t/c with Board regarding update and next steps in case (1.5); review and comment on makewhole brief (0.7); review and comment on Tubbs settlement agreement (1.2); review PSPs class action complaint (0.8); review and comment on equity backstop (0.8).	6.10	\$9,363.50
16	12/19/2019	Qusba, Sandy	Review and comment on estimation stipulation (0.6); t/c with Weil/Cravath/Lazard regarding equity commitments and NDAs (0.5); t/c with Board regarding update and next steps in case (1.5); review and comment on makewhole brief (0.7); review and comment on Tubbs settlement agreement (1.2); review PSPs class action complaint (0.8); review and comment on equity backstop (0.8).	6.10	\$9,363.50
17	12/19/2019	Qusba, Sandy	Review and comment on estimation stipulation (0.6); t/c with Weil/Cravath/Lazard regarding equity commitments and NDAs (0.5); t/c with Board regarding update and next steps in case (1.5); review and comment on makewhole brief (0.7); review and comment on Tubbs settlement agreement (1.2); review PSPs class action complaint (0.8); review and comment on equity backstop (0.8).	6.10	\$9,363.50
18	12/19/2019	Qusba, Sandy	Review and comment on estimation stipulation (0.6); t/c with Weil/Cravath/Lazard regarding equity commitments and NDAs (0.5); t/c with Board regarding update and next steps in case (1.5); review and comment on makewhole brief (0.7); review and comment on Tubbs settlement agreement (1.2); review PSPs class action complaint (0.8); review and comment on equity backstop (0.8).	6.10	\$9,363.50
19	12/19/2019	Qusba, Sandy	Review and comment on estimation stipulation (0.6); t/c with Weil/Cravath/Lazard regarding equity commitments and NDAs (0.5); t/c with Board regarding update and next steps in case (1.5); review and comment on makewhole brief (0.7); review and comment on Tubbs settlement agreement (1.2); review PSPs class action complaint (0.8); review and comment on equity backstop (0.8).	6.10	\$9,363.50
20	12/20/2019	Ponce, Mario A.	Conference calls, emails, teleconfs, documents, various issues re equity backstop commitment letters (2.0).	2.00	\$3,280.00
21	12/20/2019	Ponce, Mario A.	Conference calls, emails, teleconfs, documents, various issues re equity backstop commitment letters (2.0).	2.00	\$3,280.00
22	12/20/2019	Purushotham, Ravi	Review of backstop letter commitment comments.	0.90	\$1,192.50
23	12/20/2019	Purushotham, Ravi	Review of backstop letter commitment comments.	0.90	\$1,192.50
24	12/28/2019	Qusba, Sandy	Review and comment on revised exit financing motion (1.7); correspondence with M. Ponce and R. Purushotham regarding same (0.5).	2.20	\$3,377.00
25	12/28/2019	Qusba, Sandy	Review and comment on revised exit financing motion (1.7); correspondence with M. Ponce and R. Purushotham regarding same (0.5).	2.20	\$3,377.00
26	12/30/2019	Qusba, Sandy	Review Board material (1.3).	1.30	\$1,995.50
27	<b>TOTAL</b>			<b>500.70</b>	<b>\$740,962.00</b>
28					

**Task Code: Non-Working Travel Time (TV)**

Work Date	Timekeeper Name	Narrative	Bill Hours	Bill Amount
9/10/2019	Goldin, Nicholas	Travel from NY to SF for Board meetings (5.0).	5.00	\$3,700.00
9/12/2019	Goldin, Nicholas	Travel from SF to NY returning from Board meetings (3.7).	3.70	\$2,738.00
12/5/2019	Frankel, Andrew T.	Travel from SF to NY (2.0).	2.00	\$3,070.00
12/10/2019	Ricciardi, Sara A.	Travel from NY to SF (2.0).	2.00	\$2,380.00
12/12/2019	Ricciardi, Sara A.	Travel from SF to NY (2.0).	2.00	\$2,380.00
12/10/2019	Ponce, Mario A.	Travel from NY to SF for Board Meeting (2.0).	2.00	\$3,280.00
12/10/2019	Qusba, Sandy	Travel to San Francisco (2.0).	2.00	\$3,070.00
12/12/2019	Ponce, Mario A.	Travel from SF to NY (2.0).	2.00	\$3,280.00
12/12/2019	Qusba, Sandy	Travel from San Francisco to NY (2.0).	2.00	\$3,070.00
<b>TOTAL</b>			<b>22.70</b>	<b>\$26,968.00</b>

**Task Code: Fact Investigation/Development (L110)**

Work Date	Timekeeper Name	Narrative	Bill Hours	Bill Amount
9/4/2019	Kinsel, Kourtney J.	Attend interview of employee (0.6).	0.60	\$354.00
9/4/2019	Sparks Bradley, Rachel	Emails w/ N. Goldin re: documents needed from company (0.3); email to Company re: same (0.2).	0.50	\$547.50
9/5/2019	Sparks Bradley, Rachel	Review recent media (0.5); t/c w/ Company and Federal Monitor re: same (0.2); email to P. Curnin and N. Goldin re: same (0.6).	1.30	\$1,423.50
9/5/2019	Kinsel, Kourtney J.	Draft summary of interview w/ employee (3.2).	3.20	\$1,888.00
9/6/2019	Kinsel, Kourtney J.	Draft interview summary of interview w/ employee (1.9).	1.90	\$1,121.00
9/13/2019	Goldin, Nicholas	Call w/ Company re: locate and mark hearing (0.2).	0.20	\$296.00

1	9/15/2019	Curnin, Paul C.	Emails w/ M. Moore re: Tubbs docket (0.3).	0.30	\$492.00
2	9/16/2019	Campbell, Eamonn W.	Review of summary of 9-16 oral arguments (Tubbs Fire) (0.2).	0.20	\$183.00
3	9/16/2019	Curnin, Paul C.	Review Tubbs tentative ruling (0.3).	0.30	\$492.00
4	9/16/2019	Kinsel, Kourtney J.	Review docket of California North Bay Fires case ISO preliminary ruling (0.2) and email to P. Curnin re: preliminary ruling and pleadings (0.1); review pleadings in same (0.4); email N. Goldin and R. Sparks Bradley summary of hearing (0.3).	1.00	\$590.00
5	9/16/2019	Sparks Bradley, Rachel	Review K. Kinsel email re: Tubbs hearing (0.3); emails w/ N. Goldin re: same (0.3); email to Cravath re: tentative ruling (0.1).	0.70	\$766.50
6	9/16/2019	Kinsel, Kourtney J.	Attend California North Bay Fire Cases hearing (2.3).	2.30	\$1,357.00
7	9/16/2019	Goldin, Nicholas	Call w/ Company re: Tubbs hearing (0.5); confer w/ team re: same (0.2); review material re: same (0.2); communications w/ team re: Tubbs (0.3).	1.20	\$1,776.00
8	9/17/2019	Franklin, Janie Marie	Communications w/ team re: matter updates (1.5).	1.50	\$682.50
9	9/17/2019	Goldin, Nicholas	Call w/ team re: hearing (0.4); confer w/ team re: same (0.3); call w/ client re: same (0.4); review correspondence re: same (0.2).	1.30	\$1,924.00
10	9/18/2019	Kortright, Magallie	Preparation of court submission for attorney review (3.9).	3.90	\$1,560.00
11	9/18/2019	Goldin, Nicholas	Call w/ client re: Tubbs status (0.4); communications w/ clients re: same (0.7).	1.10	\$1,628.00
12	9/18/2019	Campbell, Eamonn W.	Review of background materials re: Tubbs trial preparations (2.4).	2.40	\$2,196.00
13	9/19/2019	Franklin, Janie Marie	Distribute recent filings to team for review (0.1).	0.10	\$45.50
14	9/19/2019	Franklin, Janie Marie	Communications w/ team re: matter updates (0.4).	0.40	\$182.00
15	9/19/2019	Campbell, Eamonn W.	T/c w/ J. Lundqvist re: Tubbs trial schedule (0.2).	0.20	\$183.00

1	9/19/2019	Lundqvist, Jacob	Draft summary of Tubbs wildfire factual allegations and key legal issues (0.6).	0.60	\$354.00
2	9/19/2019	Goldin, Nicholas	Review Tubbs correspondence (0.4).	0.40	\$592.00
3	9/19/2019	Kortright, Magallie	Continue preparation of court submission for attorney review (2.3).	2.30	\$920.00
4	9/20/2019	Carney, Michael	Prepare material for legal team review per J. Franklin request (0.4).	0.40	\$168.00
5	9/20/2019	Franklin, Janie Marie	File management of case documents (1.5).	1.50	\$682.50
6	9/20/2019	Kortright, Magallie	Preparation of court submissions for attorney review (5.1).	5.10	\$2,040.00
7	9/20/2019	Curnin, Paul C.	Outlining defenses to complaint (1.5).	1.50	\$2,460.00
8	9/22/2019	Lundqvist, Jacob	Review Tubbs trial schedule (0.5); email to team re: same (0.2).	0.70	\$413.00
9	9/22/2019	Goldin, Nicholas	Review correspondence w/ client re: Tubbs (0.2); review material re: same (0.1).	0.30	\$444.00
10	9/23/2019	Franklin, Janie Marie	Communications w/ team re: matter updates (0.1).	0.10	\$45.50
11	9/23/2019	Lundqvist, Jacob	Review of Tubbs background materials (1.4).	1.40	\$826.00
12	9/23/2019	Sparks Bradley, Rachel	Review Tubbs filings (0.5) / recent communications (0.4); email to Cravath re: same (0.1).	1.00	\$1,095.00
13	9/23/2019	Goldin, Nicholas	Attend to media issues (0.6); call w/ team re: workstreams (0.2); review Tubbs lit (0.2).	1.00	\$1,480.00
14	9/23/2019	Campbell, Eamonn W.	Draft chart of Tubbs causes of actions, elements (2.9).	2.90	\$2,653.50
15	9/24/2019	Lundqvist, Jacob	Drafted Tubbs litigation overview chart (0.1).	0.10	\$59.00
16	9/24/2019	Franklin, Janie Marie	Communications w/ team re: matter updates (0.5).	0.50	\$227.50
17	9/24/2019	Campbell, Eamonn W.	Review of background material re: Tubbs trial (0.5).	0.50	\$457.50
18	9/25/2019	Kortright, Magallie	Collection and distribution of ECF filing for team review (0.1).	0.10	\$40.00
19	9/25/2019	Campbell, Eamonn W.	Draft chart of key elements for Tubbs fire trial (0.3).	0.30	\$274.50
20	9/25/2019	Goldin, Nicholas	Communications w/ team re: Tubbs (0.5).	0.50	\$740.00

9/25/2019	Lundqvist, Jacob	Draft Tubbs case elements (1.8) and key facts summary (1.7); research re: same (1.5); emails w/ team re: same (0.6).	5.60	\$3,304.00
9/26/2019	Franklin, Janie Marie	File management (1.0).	1.00	\$455.00
9/27/2019	Franklin, Janie Marie	File management (1.5).	1.50	\$682.50
9/28/2019	Franklin, Janie Marie	File management (3.0).	3.00	\$1,365.00
9/30/2019	Franklin, Janie Marie	Communications w/ team re: case updates (0.2).	0.20	\$91.00
<b>TOTAL</b>			<b>57.10</b>	<b>\$41,557.00</b>

**Task Code: Pre-Trial Pleadings and Motion (L200)**

<b>Work Date</b>	<b>Timekeeper Name</b>	<b>Narrative</b>	<b>Bill Hours</b>	<b>Bill Amount</b>
9/3/2019	Curnin, Paul C.	T/c w/ defense counsel re: motion to discuss in securities class action (0.7).	0.70	\$1,148.00
9/3/2019	Curnin, Paul C.	Reviewing class action complaint (1.9).	1.90	\$3,116.00
9/3/2019	Blake, Stephen	T/cs w/ P. Curnin and N. Goldin re: quarterbacking PG&E motion to dismiss (0.8); communications w/ R. Sparks Bradley re: same (0.2).	1.00	\$1,325.00
9/3/2019	Goldin, Nicholas	Call w/ counsel group re: PERA MTD (0.7); call w/ team re: same (0.2); review material re: PERA litigation (0.3); draft correspondence client re: PERA (0.4).	1.60	\$2,368.00
9/3/2019	Sparks Bradley, Rachel	Draft client communication re: securities action (0.5); emails w/ N. Goldin re: same (0.2); emails w/ P. Curnin, N. Goldin re: securities motion to dismiss (0.4); t/c w/ other defense counsel re: same (0.3); t/cs w/ S. Blake re: motion to dismiss (0.5); email to S. Blake re: same (0.7).	2.60	\$2,847.00
9/3/2019	Kinsel, Kourtney J.	Research to confirm assignment of securities case to Judge Massullo (0.1) and research on cases decided by Judge Massullo (0.4).	0.50	\$295.00

1	9/4/2019	Curnin, Paul C.	Reviewing class action complaint (1.5).	1.50	\$2,460.00
2	9/4/2019	Franklin, Janie Marie	Communications re: securities case update (0.7).	0.70	\$318.50
3	9/4/2019	Blake, Stephen	Review complaint and related documents (1.0) and begin drafting MTD outline (1.5); communications w/ R. Sparks-Bradley re: same (0.5); meeting w/ team re: arguments (1.0); research on MTD bespoke arguments and 430B issue (2.0).	6.00	\$7,950.00
4	9/4/2019	Goldin, Nicholas	Communications w/ team re: PERA (0.8); review correspondence re: PERA case (0.2).	1.00	\$1,480.00
5	9/4/2019	Sparks Bradley, Rachel	T/c w/ S. Blake and team re: securities MTD (0.5); emails w/ defense group re: same (0.6); emails w/ J. Calderon re: securities analysis work (0.4).	1.50	\$1,642.50
6	9/4/2019	Campbell, Eamonn W.	Review of PERA complaint (1.3); communications w/ S. Blake, R. Sparks Bradley re: motion to dismiss (2.2).	3.50	\$3,202.50
7	9/4/2019	Duran, Raul G.	Review complaint (0.4).	0.40	\$236.00
8	9/4/2019	Duran, Raul G.	Meeting w/ S. Blake and team re: MTD (0.5).	0.50	\$295.00
9	9/4/2019	Duran, Raul G.	Collect relevant offering documents for MTDs (1.7).	1.70	\$1,003.00
10	9/4/2019	Duran, Raul G.	Draft chart of plaintiffs' allegations (2.4).	2.40	\$1,416.00
11	9/4/2019	Kinsel, Kourtney J.	T/c w/ internal team re: preparing for briefing on motion to dismiss (1.0).	1.00	\$590.00
12	9/4/2019	Kinsel, Kourtney J.	Communications w/ J. Franklin re: filing notice of appearance in securities case (0.1).	0.10	\$59.00
13	9/4/2019	Lundqvist, Jacob	Call w/ team re: MTD (0.6); research re: same (2.6); email to team re: same (0.2).	3.40	\$2,006.00
14	9/5/2019	Franklin, Janie Marie	Assist team w/ NOA preparation (2.0).	2.00	\$910.00
15	9/5/2019	Franklin, Janie Marie	Communications w/ team re: case update (0.5).	0.50	\$227.50
16	9/5/2019	Webb, Daniel N.	Discuss securities law questions w/ S. Blake (0.5).	0.50	\$740.00

1	9/5/2019	Blake, Stephen	Continue reviewing complaint (0.5) and related materials (1.0); communications w/ DPW re: motion (0.5); prepare outline of possible JDG arguments (1.5).	3.50	\$4,637.50
2	9/5/2019	Goldin, Nicholas	Call w/ DPW re: brief (0.5); review complaint (0.9); communications w/ team re: same (0.6).	2.00	\$2,960.00
3	9/5/2019	Sparks Bradley, Rachel	Review MTD outline (0.8); emails w/ E. Campbell re: same (0.3); t/c w/ DPW re: securities complaint (0.5); review relevant securities case law (0.9); emails w/ J. Lundqvist re: facts re: MTD (0.5); numerous emails w/ S. Blake re: MTD (0.6).	3.60	\$3,942.00
4	9/5/2019	Campbell, Eamonn W.	Draft outline re: motion to dismiss (5.5); t/cs w/ S. Blake, R. Sparks Bradley, DPW re: same (1.2).	6.70	\$6,130.50
5	9/5/2019	Calderon, Justin	Research re: assigned judge (1.0), including review of all securities cases for statistical breakdown (2.0); review S. Blake NOA (0.5).	3.50	\$2,450.00
6	9/5/2019	Duran, Raul G.	Draft chart of Plaintiffs' alleged misrepresentations (3.5).	3.50	\$2,065.00
7	9/5/2019	Kinsel, Kourtney J.	Communications w/ R. Sparks Bradley and J. Franklin re: notice of appearance for S. Blake (0.3).	0.30	\$177.00
8	9/5/2019	Lundqvist, Jacob	Research re: MTD (3.3).	3.30	\$1,947.00
9	9/6/2019	Franklin, Janie Marie	Assist J. Calderon w/ NOA filings (2.0).	2.00	\$910.00
10	9/6/2019	Blake, Stephen	Communications w/ team re: MTD outline and arguments; comment on outline prepared by team and provide guidance on further outlining (0.5).	0.50	\$662.50
11	9/6/2019	Goldin, Nicholas	Review outline for MTD (0.4); review correspondence re: same (0.1).	0.50	\$740.00
12	9/6/2019	Sparks Bradley, Rachel	Revise MTD securities outline (1.3); emails w/ S. Blake and E. Campbell re: same (0.7).	2.00	\$2,190.00
13	9/6/2019	Campbell, Eamonn W.	Draft outline for motion to dismiss (2.3).	2.30	\$2,104.50
14	9/6/2019	Duran, Raul G.	Draft chart of alleged misrepresentations (0.5).	0.50	\$295.00

1	9/6/2019	Kinsel, Kourtney J.	Review offering documents referenced in complaint (1.8).	1.80	\$1,062.00
2	9/7/2019	Campbell, Eamonn W.	Draft MTD detailed outline (2.5).	2.50	\$2,287.50
3					
4	9/7/2019	Kinsel, Kourtney J.	Analyze offering documents mentioned in complaint (4.3) and compile work product re: same (5.3).	9.60	\$5,664.00
5					
6	9/7/2019	Lundqvist, Jacob	Review alleged misrepresentations chart (0.2).	0.20	\$118.00
7	9/8/2019	Blake, Stephen	Comment on MTD outline (1.5).	1.50	\$1,987.50
8	9/8/2019	Campbell, Eamonn W.	Draft outline for motion to dismiss (6.2).	6.20	\$5,673.00
9	9/8/2019	Duran, Raul G.	Assess alleged misrepresentation context (3.4).	3.40	\$2,006.00
10	9/8/2019	Lundqvist, Jacob	Research re: MTD (3.0).	3.00	\$1,770.00
11					
12	9/9/2019	Curnin, Paul C.	T/c w/ Company re: securities claims (0.5).	0.50	\$820.00
13	9/9/2019	Franklin, Janie Marie	Communications re: case update (0.2).	0.20	\$91.00
14	9/9/2019	Franklin, Janie Marie	Assist R. Duran w/ PHV prep for S. Blake's review (2.0).	2.00	\$910.00
15	9/9/2019	Sparks Bradley, Rachel	O/c w/ S. Blake re: securities MTD (1.0); t/c w/ defense group re: MTD (0.4).	1.40	\$1,533.00
16					
17	9/9/2019	Campbell, Eamonn W.	Draft motion to dismiss outline (7.3).	7.30	\$6,679.50
18	9/9/2019	Campbell, Eamonn W.	Meeting w/ S. Blake, R. Sparks Bradley re: motion to dismiss (1.5).	1.50	\$1,372.50
19	9/9/2019	Duran, Raul G.	Assess alleged misrepresentation context (1.9).	1.90	\$1,121.00
20	9/9/2019	Duran, Raul G.	Draft PHV applications (0.6).	0.60	\$354.00
21					
22	9/9/2019	Isaacman, Jennifer	Research re: MTD arguments (5.2).	5.20	\$3,068.00
23	9/9/2019	Isaacman, Jennifer	Team meeting re: motion to dismiss (1.4).	1.40	\$826.00
24	9/9/2019	Lundqvist, Jacob	Team meeting re: MTD strategy (1.0); draft MTD background (0.9).	1.90	\$1,121.00
25	9/10/2019	Franklin, Janie Marie	Communications w/ team re: case updates (0.9).	0.90	\$409.50
26	9/10/2019	Campbell, Eamonn W.	Draft motion to dismiss outline (1.3).	1.30	\$1,189.50
27					
28					



1	9/10/2019	Duran, Raul G.	Draft clients' CIEs (1.3).	1.30	\$767.00
2	9/10/2019	Isaacman, Jennifer	Research re: MTD arguments (4.5).	4.50	\$2,655.00
3	9/10/2019	Lundqvist, Jacob	MTD legal research (5.5); email drafting re: same (0.6).	6.10	\$3,599.00
4	9/11/2019	Franklin, Janie Marie	Communications w/ team re: case updates (0.1).	0.10	\$45.50
5	9/11/2019	Carney, Michael	Update case management tool per J. Franklin request (0.2).	0.20	\$84.00
6	9/11/2019	Sparks Bradley, Rachel	O/c w/ S. Blake re: securities MTD (1.0); t/c w/ defense group re: MTD (0.5); emails w/ Latham re: materials for same (0.5); prep. MTD outline (1.9); emails w/ J. Lundqvist re: same (0.3).	4.20	\$4,599.00
7	9/11/2019	Campbell, Eamonn W.	Review of case law re: motion to dismiss arguments (2.2).	2.20	\$2,013.00
8	9/11/2019	Campbell, Eamonn W.	Meeting w/ S. Blake, R. Sparks Bradley re: motion to dismiss (0.7).	0.70	\$640.50
9	9/11/2019	Isaacman, Jennifer	Research for motion to dismiss (3.7).	3.70	\$2,183.00
10	9/11/2019	Isaacman, Jennifer	Team meeting re: strategy for motion to dismiss (1.2).	1.20	\$708.00
11	9/11/2019	Lundqvist, Jacob	Team meeting re: MTD (1.0); draft background section for MTD brief (1.4); legal research re: MTD (1.0).	3.40	\$2,006.00
12	9/12/2019	Webb, Daniel N.	Discuss securities law questions w/ S. Blake (0.3).	0.30	\$444.00
13	9/12/2019	Campbell, Eamonn W.	Research re: legal arguments (2.5).	2.50	\$2,287.50
14	9/12/2019	Isaacman, Jennifer	Research re: MTD brief (2.1).	2.10	\$1,239.00
15	9/12/2019	Lundqvist, Jacob	Draft MTD background (4.5); research re: same (2.4).	6.90	\$4,071.00
16	9/13/2019	Franklin, Janie Marie	Communications w/ team re: case updates (0.9).	0.90	\$409.50
17	9/13/2019	Goldin, Nicholas	Review correspondence re: scheduling stipulation (0.3).	0.30	\$444.00
18	9/13/2019	Campbell, Eamonn W.	Review of legal research re: MTD (0.7).	0.70	\$640.50
19	9/13/2019	Duran, Raul G.	Analysis re: MTD arguments (0.4).	0.40	\$236.00

1	9/13/2019	Kinsel, Kourtney J.	Prepare email to client re: accessing case filings (0.2).	0.20	\$118.00
2	9/13/2019	Isaacman, Jennifer	Research cases re: MTD arguments (5.7).	5.70	\$3,363.00
3	9/13/2019	Lundqvist, Jacob	Draft MTD facts outline (2.0); research re: legal arguments (2.2).	4.20	\$2,478.00
4	9/15/2019	Goldin, Nicholas	Review stipulation re: scheduling (0.1); communication w/ team re: same (0.1).	0.20	\$296.00
5	9/15/2019	Lundqvist, Jacob	Draft MTD (1.1).	1.10	\$649.00
6	9/16/2019	Blake, Stephen	Emails w/ DPW and MWE re: motion to dismiss briefs (0.5).	0.50	\$662.50
7	9/16/2019	Campbell, Eamonn W.	Legal research re: motion to dismiss case law (3.4); update motion to dismiss outline re: same (1.0).	4.40	\$4,026.00
8	9/16/2019	Isaacman, Jennifer	Research (5.0) and draft section of motion to dismiss outline (2.2).	7.20	\$4,248.00
9	9/16/2019	Lundqvist, Jacob	Draft MTD (1.1).	1.10	\$649.00
10	9/16/2019	Lundqvist, Jacob	Draft MTD (1.0).	1.00	\$590.00
11	9/17/2019	Curnin, Paul C.	Analyze securities complaint (2.3).	2.30	\$3,772.00
12	9/18/2019	Lundqvist, Jacob	Draft MTD argument sections (1.3).	1.30	\$767.00
13	9/19/2019	Blake, Stephen	Continue to prepare draft PG&E motion to dismiss (director version) (5.5).	5.50	\$7,287.50
14	9/19/2019	Sparks Bradley, Rachel	Emails w/ S. Blake, E. Campbell re: securities MTD (0.8); emails w/ Latham re: same (0.3).	1.10	\$1,204.50
15	9/19/2019	Campbell, Eamonn W.	Review of CUSIP information (0.4).	0.40	\$366.00
16	9/19/2019	Isaacman, Jennifer	Coordinate w/ MCO and assistants to get N. Goldin and P. Curnin admitted pro hac (0.5).	0.50	\$295.00
17	9/19/2019	Isaacman, Jennifer	Coordinate w/ Library and E. Campbell re: offerings (1.8); emails w/ team re: same (0.5); draft email to DPW re: offering documents (0.4); review disclosures for MTD research (0.6).	3.30	\$1,947.00
18	9/19/2019	Lundqvist, Jacob	Draft MTD argument sections (0.5).	0.50	\$295.00

1	9/20/2019	Blake, Stephen	Review drafts of PG&E directors motion to dismiss (3.5); communications w/ team re: same (0.8).	4.30	\$5,697.50
2					
3	9/20/2019	Sparks Bradley, Rachel	Emails w/ S. Blake, E. Campbell re: securities MTD (0.5); t/c w/ Latham re: same (0.1).	0.60	\$657.00
4					
5	9/20/2019	Campbell, Eamonn W.	Draft motion to dismiss (1.3); research re: same (1.2).	2.50	\$2,287.50
6					
7	9/20/2019	Isaacman, Jennifer	Review disclosures for MTD research (2.5); draft MTD section (3.6) and calls w/ R. Sparks Bradley and E. Campbell re: same (0.4) and emails w/ S. Blake re: same (0.2).	6.70	\$3,953.00
8					
9	9/21/2019	Sparks Bradley, Rachel	Draft securities MTD sections (4.8).	4.80	\$5,256.00
10					
11	9/21/2019	Campbell, Eamonn W.	Draft motion to dismiss (7.8).	7.80	\$7,137.00
12					
13	9/21/2019	Isaacman, Jennifer	Draft MTD section (4.5).	4.50	\$2,655.00
14	9/21/2019	Lundqvist, Jacob	Draft MTD section (4.3); research re: same (2.5).	6.80	\$4,012.00
15	9/22/2019	Curnin, Paul C.	Work on motion to dismiss (2.3).	2.30	\$3,772.00
16	9/22/2019	Kortright, Magallie	Preparation of court submissions in connection w/ York County litigation for attorney review (1.1) & electronic data update (1.0).	2.10	\$840.00
17					
18	9/22/2019	Blake, Stephen	Continue to prepare draft PG&E motion to dismiss (director version) (5.8); communications w/ team re: same (0.5); review of disclosures and caselaw re: same (3.5).	9.80	\$12,985.00
19					
20	9/22/2019	Sparks Bradley, Rachel	Draft / revise securities MTD (5.6); t/c w/ S. Blake and E. Campbell re: MTD arguments (2.0).	7.60	\$8,322.00
21					
22	9/22/2019	Campbell, Eamonn W.	Draft motion to dismiss (7.8); emails/calls w/ S. Blake, R. Sparks Bradley re: same (1.9).	9.70	\$8,875.50
23					
24	9/22/2019	Duran, Raul G.	Research for MTD (4.1).	4.10	\$2,419.00
25	9/22/2019	Duran, Raul G.	Meeting w/ S. Blake re: MTD research (0.8).	0.80	\$472.00
26					
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1	9/22/2019	Kinsel, Kourtney J.	Research re: securities case (6.5).	6.50	\$3,835.00
2	9/22/2019	Kinsel, Kourtney J.	Research for MTD (1.5).	1.50	\$885.00
3	9/22/2019	Isaacman, Jennifer	Draft MTD section (1.4).	1.40	\$826.00
4	9/22/2019	Lundqvist, Jacob	Research re: pleading standard (1.8); email to S. Blake re: same (0.2); draft MTD (2.0); team call re: same (0.6).	4.60	\$2,714.00
5	9/23/2019	Curnin, Paul C.	Work on motion to dismiss (3.3); t/c w/ Company re: upcoming filings (0.5).	3.80	\$6,232.00
6	9/23/2019	Sparks Bradley, Rachel	Draft / revise securities MTD (3.7); emails w/ S. Blake and E. Campbell re: same (0.9).	4.60	\$5,037.00
7	9/23/2019	Campbell, Eamonn W.	Draft motion to dismiss (4.0); research re: same (3.1).	7.10	\$6,496.50
8	9/23/2019	Kinsel, Kourtney J.	Research re: MTD (2.5).	2.50	\$1,475.00
9	9/23/2019	Isaacman, Jennifer	Implement S. Blake's edits to motion to dismiss (2.3); call w/ S. Blake and E. Campbell re: same (0.3); research for motion to dismiss (1.7).	4.30	\$2,537.00
10	9/24/2019	Curnin, Paul C.	Work on motion to dismiss (3.5).	3.50	\$5,740.00
11	9/24/2019	Franklin, Janie Marie	Assist R. Duran w/ pro hac vice filings (1.5).	1.50	\$682.50
12	9/24/2019	Franklin, Janie Marie	Assist R. Duran w/ certificate of interested entities filings (2.5).	2.50	\$1,137.50
13	9/24/2019	Blake, Stephen	Continue to prepare draft motion to dismiss (4.7), including review of team's draft (3.0), review of key cases and disclosures (1.0); communications w/ team re: same (1.0).	9.70	\$12,852.50
14	9/24/2019	Sparks Bradley, Rachel	Draft / revise securities MTD (2.2); revise DPW draft (0.9); t/c w/ S. Blake and E. Campbell re: same (0.9); t/c w/ J. Lundqvist re: research for same (0.1).	4.10	\$4,489.50
15	9/24/2019	Campbell, Eamonn W.	Draft motion to dismiss (2.0) and appendices to motion to dismiss (2.7).	4.70	\$4,300.50
16	9/24/2019	Duran, Raul G.	File CIEs (2.0).	2.00	\$1,180.00
17	9/24/2019	Isaacman, Jennifer	Research for MTD (3.7); call w/ team re: motion to dismiss (1.0).	4.70	\$2,773.00

1	9/24/2019	Lundqvist, Jacob	Review of draft MTD from DPW (1.9); review of cases cited in same (2.4); team meeting re: MTD (1.0).	5.30	\$3,127.00
2					
3	9/25/2019	Curnin, Paul C.	Emails w/ co-counsel re: coordination of arguments (0.4); work on motion to dismiss (1.2).	1.60	\$2,624.00
4					
5	9/25/2019	Blake, Stephen	T/c w/ DPW re: motion to dismiss brief (1.0); continued review and comment on motion to dismiss brief (2.4).	3.40	\$4,505.00
6					
7	9/25/2019	Sparks Bradley, Rachel	T/c w/ S. Blake and DPW re: securities MTD (1.0); follow up o/c w/ S. Blake re: same (0.2); t/c w/ E. Campbell re: next steps (0.4); review research/analysis re: relevant cases (1.8).	3.40	\$3,723.00
8					
9	9/25/2019	Campbell, Eamonn W.	T/c w/ DPW re: Section 11 motion to dismiss draft (1.1).	1.10	\$1,006.50
10					
11	9/25/2019	Campbell, Eamonn W.	Draft motion to dismiss (2.1).	2.10	\$1,921.50
12					
13	9/26/2019	Curnin, Paul C.	Work on motion to dismiss (1.8).	1.80	\$2,952.00
14	9/26/2019	Curnin, Paul C.	Revise brief (0.5).	0.50	\$820.00
15	9/26/2019	Blake, Stephen	Continue to review and comment on motion to dismiss draft (2.5), including calls w/ DPW (0.6) and communications w/ team re: disclosures and caselaw (1.7).	4.80	\$6,360.00
16					
17	9/26/2019	Sparks Bradley, Rachel	Revise securities MTD draft (1.2); email to E. Campbell re: same (0.1).	1.30	\$1,423.50
18					
19	9/26/2019	Campbell, Eamonn W.	Draft MTD (3.1); research re: same (1.0).	4.10	\$3,751.50
20	9/27/2019	Franklin, Janie Marie	Assist team w/ MTD filing preparation (2.0).	2.00	\$910.00
21	9/27/2019	Sparks Bradley, Rachel	Further revise securities MTD draft per S. Blake comments (2.6); emails w/ E. Campbell re: same (0.3); review MWE draft MTD (0.6).	3.50	\$3,832.50
22					
23	9/27/2019	Campbell, Eamonn W.	Review of Company disclosures (2.3).	2.30	\$2,104.50
24					
25	9/28/2019	Blake, Stephen	Continue to review and comment on motion to dismiss draft (6.0).	6.00	\$7,950.00
26	9/28/2019	Campbell, Eamonn W.	Draft motion to dismiss (2.0).	2.00	\$1,830.00
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1	9/29/2019	Blake, Stephen	Communications w/ team re: continued preparation of MTD briefs (0.5).	0.50	\$662.50
2	9/29/2019	Sparks Bradley, Rachel	Research re: securities MTD issues (0.9); email to Latham re: reports (0.1).	1.00	\$1,095.00
3	9/29/2019	Campbell, Eamonn W.	Review of disclosures for MTD (1.2).	1.20	\$1,098.00
4	9/30/2019	Curnin, Paul C.	Work on motion to dismiss (3.8).	3.80	\$6,232.00
5	9/30/2019	Blake, Stephen	Review DPW edits (0.8) and t/c w/ DPW re: motion to dismiss drafts (1.0); communications w/ MWE re: brief comments (0.5) and t/c w/ MWE re: same (0.5); continue to review and revise joint MTD brief (4.2), including review of cases and disclosures (2.0).	9.00	\$11,925.00
6	9/30/2019	Sparks Bradley, Rachel	T/c w/ S. Blake, DPW re: securities MTD draft (0.7); numerous emails w/ S. Blake, E. Campbell re: draft of same (1.9); t/c w/ E. Campbell re: same (0.3); review prior filings re: same (0.4); email to J. Calderon re: same (0.1).	3.40	\$3,723.00
7	9/30/2019	Campbell, Eamonn W.	Draft motion to dismiss (4.0); calls w/ DPW, McDermott re: same (0.9).	4.90	\$4,483.50
8	9/30/2019	Sussman, Rebecca A.	Call w/ J. Isaacman re: case updates (0.2); call w/ R. Sparks Bradley re: MTD (0.3).	0.50	\$420.00
9	9/30/2019	Isaacman, Jennifer	Coordinate w/ library re: offering documents (0.3).	0.30	\$177.00
10	10/1/2019	Curnin, Paul C.	Continue preparation of motion to dismiss (6.5).	6.50	\$10,660.00
11	10/1/2019	Blake, Stephen	Further revisions to joint motion to dismiss (4.5); communications w/ P. Curnin and N. Goldin re: same (0.5); emails w/ DPW re: same (0.5); email director defendants re: same (0.5).	6.00	\$7,950.00
12	10/1/2019	Goldin, Nicholas	Revise MTD brief draft (2.2); communications w/ team re: brief (0.3).	2.50	\$3,700.00
13	10/1/2019	Sparks Bradley, Rachel	Revise MTD brief (0.5); emails w/ J. Isaacman, K. Kinsel, R. Duran re: same (0.4); emails w/ S. Blake and E. Campbell re: same (0.4); emails w/ P. Curnin and N. Goldin re: client communication re: MTD brief (0.5).	1.80	\$1,971.00

1	10/1/2019	Campbell, Eamonn W.	Draft proposed order on motion to dismiss (1.0); revisions to draft motion to dismiss (4.5).	5.50	\$5,032.50
2					
3	10/1/2019	Duran, Raul G.	Legal research re: MTD brief (2.2).	2.20	\$1,298.00
4	10/1/2019	Isaacman, Jennifer	Review motion to dismiss draft brief (1.0).	1.00	\$590.00
5	10/1/2019	Isaacman, Jennifer	Legal research (3.5) and write-up re: MTD (1.4).	4.90	\$2,891.00
6	10/2/2019	Curnin, Paul C.	Further preparation of motion to dismiss (5.0).	5.00	\$8,200.00
7					
8	10/2/2019	Blake, Stephen	Communications w/ team and DPW re: motion to dismiss arguments (0.5); communications w/ MWE re: same (0.5); review key cases proposed by team (2.0); prepare updated draft insert for DPW (1.7).	4.70	\$6,227.50
9					
10					
11	10/2/2019	Goldin, Nicholas	Revise MTD (1.5); communications w/ team re: same (1.0).	2.50	\$3,700.00
12	10/2/2019	Sparks Bradley, Rachel	Research for MTD (0.8); emails w/ K. Kinsel, E. Campbell, S. Blake re: same (0.5).	1.30	\$1,423.50
13					
14	10/2/2019	Campbell, Eamonn W.	Revise draft motion to dismiss (2.5); draft proposed order granting motion to dismiss (0.7).	3.20	\$2,928.00
15	10/2/2019	Duran, Raul G.	Review offering documents (2.7).	2.70	\$1,593.00
16	10/2/2019	Kinsel, Kourtney J.	Review offering documents ISO MTD brief (1.0); prepare work product re: same (0.7).	1.70	\$1,003.00
17	10/2/2019	Isaacman, Jennifer	Review SEC filings for MTD (1.0); emails w/ team re: same (0.1).	1.10	\$649.00
18	10/3/2019	Curnin, Paul C.	T/c w/ DPW re: joint motion to dismiss (0.4); revise motion to dismiss papers (1.5).	1.90	\$3,116.00
19	10/3/2019	Blake, Stephen	T/c w/ DPW re: draft MTD (0.8); multiple communications w/ DPW re: draft MTD and supporting papers (0.5); communications w/ MWE re: drafts (0.4); review updated draft from DPW (2.0); revise updated draft for directors (1.5).	5.20	\$6,890.00
20	10/3/2019	Goldin, Nicholas	Revise MTD draft (1.0); communications w/ team re: same (0.5).	1.50	\$2,220.00
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1	10/3/2019	Sparks Bradley, Rachel	Review comments from Latham re: MTD brief (0.3); emails w/ S. Blake and N. Goldin re: same (0.2).	0.50	\$547.50
2					
3	10/3/2019	Campbell, Eamonn W.	Revise draft motion to dismiss (0.9).	0.90	\$823.50
4	10/3/2019	Campbell, Eamonn W.	Revise of draft motion to dismiss (2.4).	2.40	\$2,196.00
5	10/4/2019	Curnin, Paul C.	Final review of MTD draft (1.3).	1.30	\$2,132.00
6					
7	10/4/2019	Kortright, Magallie	Collection of ECF filing for team review (0.1); preparation of court submissions for attorney review & electronic data update (0.5).	0.60	\$240.00
8					
9	10/4/2019	Blake, Stephen	Review two updated drafts of joint motion to dismiss (2.8); provide directors' comments (1.0); review RJN, declaration and notice of motion drafts (1.2); multiple communications w/ DPW re: finalizing of MTD (0.4); additional communications w/ DPW re: finalizing of MTD (0.2); communications w/ P. Curnin re: preliminary statement (0.3); communications w/ R. Sparks Bradley and DPW re: Cravath comments and incorporate same (0.3); authorize filing (0.3).	6.50	\$8,612.50
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13	10/4/2019	Goldin, Nicholas	Review MTD (0.5).	0.50	\$740.00
14					
15	10/4/2019	Sparks Bradley, Rachel	Work on finalizing MTD brief (0.4); emails w/ S. Blake, E. Campbell, DPW re: same (0.5); review comments from Latham/Cravath re: MTD (0.3); emails w/ S. Blake re: same (0.2).	1.40	\$1,533.00
16	10/4/2019	Campbell, Eamonn W.	Finalize motion to dismiss (2.5).	2.50	\$2,287.50
17	10/4/2019	Campbell, Eamonn W.	Review of motion to dismiss brief (0.3).	0.30	\$274.50
18	10/5/2019	Kortright, Magallie	Preparation of parties MTD filings for attorney review (1.0); electronic data update, as per R. Sparks Bradley (0.9); c/f w/ R. Sparks Bradley re: same (0.1).	2.00	\$800.00
19	10/5/2019	Goldin, Nicholas	Review final MTD (0.5).	0.50	\$740.00
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1	10/7/2019	Blake, Stephen	Draft update to director defendants re: MTDs (0.3).	0.30	\$397.50
2	10/15/2019	Campbell, Eamonn W.	Call w/ S. Blake re: reply brief preparations (0.2); draft outline of reply brief (0.2).	0.40	\$366.00
3	10/16/2019	Blake, Stephen	Prepare for motion to dismiss reply (0.4); t/c w/ E. Campbell re: preparing outline (0.1).	0.50	\$662.50
4	10/21/2019	Campbell, Eamonn W.	Draft outline of reply brief (0.2).	0.20	\$183.00
5	11/5/2019	Lundqvist, Jacob	Draft reply brief outline (1.2).	1.20	\$708.00
6	11/6/2019	Lundqvist, Jacob	Draft MTD reply outline (3.0).	3.00	\$1,770.00
7	11/7/2019	Curnin, Paul C.	T/c w/ T. Dubbs (plaintiff counsel) (0.5).	0.50	\$820.00
8	11/7/2019	Lundqvist, Jacob	Continued drafting pre-reply outline (3.2).	3.20	\$1,888.00
9	11/11/2019	Lundqvist, Jacob	Email drafting re: pre-reply outline (0.2).	0.20	\$118.00
10	11/14/2019	Campbell, Eamonn W.	Review of reply brief outline (0.3).	0.30	\$274.50
11	11/15/2019	Campbell, Eamonn W.	Review of draft pre-motion outline (0.5).	0.50	\$457.50
12	12/2/2019	Curnin, Paul C.	T/c w/ T. Dubbs (plaintiffs' counsel) re: settlement (0.5); t/c w/ J. Brandt re: settlement (0.5).	1.00	\$1,640.00
13	12/3/2019	Goldin, Nicholas	Review communications re: PERA briefing (0.2).	0.20	\$296.00
14	12/4/2019	Campbell, Eamonn W.	Review summary of court conference (0.2).	0.20	\$183.00
15	12/5/2019	Ricciardi, Sara A.	Emails to N. Goldin, K. Kinsel re: securities litigation stipulation (0.2).	0.20	\$238.00
16	12/5/2019	Goldin, Nicholas	Calls w/ counsel re: PERA briefing (0.3); review complaint (0.8); review stipulation re: scheduling (0.2); communications w/ team re: same (0.3).	1.60	\$2,368.00
17	12/9/2019	Ricciardi, Sara A.	Review Judge Davila order (0.1); email to DPW, MWE re: same (0.1); email to N. Goldin re: same (0.1).	0.30	\$357.00
18	12/9/2019	Blake, Stephen	Communications w/ co-counsel re: briefing and potential mediators (0.3).	0.30	\$397.50

1	12/9/2019	Sparks Bradley, Rachel	T/c w/ Latham re: Company documents (0.2); t/c w/ E. Campbell re: same (0.1); emails w/ P. Curnin, N. Goldin re: same (0.3).	0.60	\$657.00
2	12/10/2019	Blake, Stephen	Review opposition to Directors/UWs brief (1.2); review opposition to officers brief (0.5); communications w/ team re: reply brief (1.1).	2.80	\$3,710.00
3	12/10/2019	Campbell, Eamonn W.	T/c w/ S. Blake re: motion to dismiss reply brief (1.1).	1.10	\$1,006.50
4	12/10/2019	Lundqvist, Jacob	T/c w/ team re: MTD reply (0.9).	0.90	\$531.00
5	12/11/2019	Blake, Stephen	Review brief (0.4); communications w/ team re: same (1.1).	1.50	\$1,987.50
6	12/11/2019	Goldin, Nicholas	Call w/ team re: reply (0.2).	0.20	\$296.00
7	12/11/2019	Campbell, Eamonn W.	Review of opposition brief (0.9); draft outline of reply brief (0.6).	1.50	\$1,372.50
8	12/11/2019	Campbell, Eamonn W.	T/c w/ S. Blake re: drafting reply brief (1.1).	1.10	\$1,006.50
9	12/11/2019	Duran, Raul G.	Review opposition to MTD (1.3).	1.30	\$767.00
10	12/11/2019	Duran, Raul G.	Confer w/ team re: response to opposition to MTD (1.0).	1.00	\$590.00
11	12/11/2019	Kinsel, Kourtney J.	Review motion to dismiss (1.1); review plaintiffs' opposition to motion to dismiss (1.2); prepare list of potential arguments to make on reply (0.6).	2.90	\$1,711.00
12	12/11/2019	Kinsel, Kourtney J.	Meeting w/ internal team re: reply to opposition to MTD (1.1).	1.10	\$649.00
13	12/11/2019	Isaacman, Jennifer	Call w/ team re: motion to dismiss reply (1.1).	1.10	\$649.00
14	12/11/2019	Lundqvist, Jacob	T/c w/ team re: MTD reply drafting (1.0); outline drafting re: same (0.8).	1.80	\$1,062.00
15	12/12/2019	Blake, Stephen	Continue review of brief (0.8); call w/ DPW re: same (0.7).	1.50	\$1,987.50
16	12/12/2019	Campbell, Eamonn W.	T/c w/ S. Blake, DPW re: reply briefs (0.7).	0.70	\$640.50
17	12/12/2019	Campbell, Eamonn W.	Draft reply brief (2.0).	2.00	\$1,830.00
18	12/12/2019	Isaacman, Jennifer	Outline MTD reply (1.5).	1.50	\$885.00

1	12/12/2019	Lundqvist, Jacob	Research for MTD reply (2.5); draft MTD reply (1.5).	4.00	\$2,360.00
2	12/13/2019	Blake, Stephen	Communications w/ team re: reply brief arguments (0.5).	0.50	\$662.50
3	12/13/2019	Kinsel, Kourtney J.	Prepare summary of case cited in opposition brief (0.5); email w/ E. Campbell re: same (0.1).	0.60	\$354.00
4	12/13/2019	Isaacman, Jennifer	Draft MTD reply outline (1.4).	1.40	\$826.00
5	12/13/2019	Lundqvist, Jacob	Research for MTD reply (1.0); draft MTD reply (1.0); t/c w/ S. Blake re: same (0.2).	2.20	\$1,298.00
6	12/13/2019	Lundqvist, Jacob	Draft MTD reply (1.4).	1.40	\$826.00
7	12/14/2019	Campbell, Eamonn W.	Draft outline for reply brief in support of motion to dismiss (0.6).	0.60	\$549.00
8	12/15/2019	Ricciardi, Sara A.	Emails/calls w/ R. Sussman re: Latham request (0.4); call w/ Latham and R. Sussman re: same (0.2); emails to N. Goldin re: same (0.2).	0.80	\$952.00
9	12/16/2019	Blake, Stephen	Communications w/ team re: MTD reply brief drafting and research (0.5); emails w/ MWE and DPW re: reply briefs (0.2).	0.70	\$927.50
10	12/16/2019	Campbell, Eamonn W.	Draft outline for reply brief (1.9).	1.90	\$1,738.50
11	12/16/2019	Sussman, Rebecca A.	Emails w/ STB team re: request from Latham (0.6); call w/ S. Ricciardi and Latham re: documents (0.2); draft summary of document requests for S. Ricciardi per question Latham (0.7); communications w/ E. Campbell re: Latham requests (0.2).	1.70	\$1,428.00
12	12/16/2019	Isaacman, Jennifer	Outline for motion to dismiss reply (0.7).	0.70	\$413.00
13	12/16/2019	Lundqvist, Jacob	Continue drafting MTD reply (2.3).	2.30	\$1,357.00
14	12/17/2019	Curnin, Paul C.	T/c w/ Weil re: Pera (0.2).	0.20	\$328.00
15	12/17/2019	Ricciardi, Sara A.	Emails/call w/ N. Goldin and R. Sussman re: Latham request (0.2); emails to S. Blake re: PERA reply (0.3); call w/ S. Blake, E. Campbell and McDermott re: same (0.4); email to Latham re: documents (0.1).	1.00	\$1,190.00

1	12/17/2019	Blake, Stephen	T/c w/ MWE re: MTD reply briefs (0.5).	0.50	\$662.50
2	12/17/2019	Campbell, Eamonn W.	T/c w/ S. Blake, S. Ricciardi, Officers' counsel re: reply brief (0.6).	0.60	\$549.00
3	12/17/2019	Sussman, Rebecca A.	Call w/ S. Ricciardi and N. Goldin re: request from Latham/McDermott (0.3).	0.30	\$252.00
4	12/17/2019	Isaacman, Jennifer	Draft motion to dismiss reply section (0.5).	0.50	\$295.00
5	12/18/2019	Ricciardi, Sara A.	Call w/ N. Goldin, R. Sussman and Latham re: documents requested (0.4).	0.40	\$476.00
6	12/18/2019	Goldin, Nicholas	Call w/ Company counsel re: mediation (0.5); communications w/ team re: same (0.2).	0.70	\$1,036.00
7	12/18/2019	Campbell, Eamonn W.	Draft reply brief (3.4).	3.40	\$3,111.00
8	12/18/2019	Sussman, Rebecca A.	Call w/ Latham, N. Goldin and S. Ricciardi re: document request (0.4); prepare for same (0.3).	0.70	\$588.00
9	12/18/2019	Kinsel, Kourtney J.	Review talking points for mediation presentation (0.9); create outline of points in preparation for settlement discussion (0.4).	1.30	\$767.00
10	12/18/2019	Isaacman, Jennifer	Draft motion to dismiss reply section (2.0).	2.00	\$1,180.00
11	12/19/2019	Ricciardi, Sara A.	Emails to team re: slides for settlement presentation (0.3).	0.30	\$357.00
12	12/19/2019	Goldin, Nicholas	Review opposition papers (1.0); communications w/ team re: same (0.2); confer w/ team re: correspondence w/ plaintiff counsel (0.1).	1.30	\$1,924.00
13	12/19/2019	Campbell, Eamonn W.	Draft reply brief (1.4).	1.40	\$1,281.00
14	12/19/2019	Kinsel, Kourtney J.	Prepare outline of points in preparation for potential settlement discussion (2.6).	2.60	\$1,534.00
15	12/20/2019	Ricciardi, Sara A.	Review letter from Labaton (0.1); email to McDermott re: same (0.1); call w/ S. Blake re: status (0.2).	0.40	\$476.00
16	12/20/2019	Blake, Stephen	Revise draft directors MTD reply brief inserts (1.7); communications w/ team re: status (0.3).	2.00	\$2,650.00
17	12/20/2019	Kinsel, Kourtney J.	Work on outline of points for derivate suit settlement slides (1.3).	1.30	\$767.00

1	12/20/2019	Isaacman, Jennifer	Draft outline for potential settlement presentation (0.5).	0.50	\$295.00
2	12/21/2019	Blake, Stephen	Revise Directors MTD reply inserts (2.8); emails w/ team re: same (0.4).	3.20	\$4,240.00
3	12/22/2019	Campbell, Eamonn W.	Draft motion to dismiss reply brief (1.7).	1.70	\$1,555.50
4	12/22/2019	Lundqvist, Jacob	Research for MTD reply (0.6); prepare summary re: same (0.2)	0.80	\$472.00
5	12/23/2019	Blake, Stephen	Revise Directors MTD reply insert (1.2); emails w/ DPW re: same (0.2).	1.40	\$1,855.00
6	12/23/2019	Sussman, Rebecca A.	Review and revise presentation outline (0.9).	0.90	\$756.00
7	12/23/2019	Isaacman, Jennifer	Outline slides for potential settlement presentation (2.8).	2.80	\$1,652.00
8	12/23/2019	Isaacman, Jennifer	Outline slides for presentation (2.2).	2.20	\$1,298.00
9	12/25/2019	Goldin, Nicholas	Review MTD opposition papers (0.9).	0.90	\$1,332.00
10	12/26/2019	Goldin, Nicholas	Review opposition to MTD (0.6).	0.60	\$888.00
11	12/26/2019	Campbell, Eamonn W.	Review of case docket re: upcoming deadlines (0.5).	0.50	\$457.50
12	12/26/2019	Sussman, Rebecca A.	Revise outline for presentation (0.6).	0.60	\$504.00
13	12/28/2019	Goldin, Nicholas	Review MTD opposition (0.6); review draft reply (1.8).	2.40	\$3,552.00
14	12/30/2019	Ricciardi, Sara A.	Emails to R. Sussman re: Board materials for Latham (0.2).	0.20	\$238.00
15	12/30/2019	Sussman, Rebecca A.	Emails w/ STB team re: document request from Latham (0.4); prepare of same (1.0); draft talking points for presentation (3.5); emails w/ J. Isaacman and K. Kinsel re: same (0.7); review of S. Blake NOAs (0.3); communications w/ team re: same (0.4).	6.30	\$5,292.00
16	12/30/2019	Kinsel, Kourtney J.	Prepare notices of appearance for S. Blake for Blackburn, Williams, and Oklahoma Firefighters cases (1.9).	1.90	\$1,121.00
17	<b>TOTAL</b>			<b>604.80</b>	<b>\$566,239.00</b>

1 **Task Code: eDiscovery – Collection (L620)**

2

Work Date	Timekeeper Name	Narrative	Bill Hours	Bill Amount
10/1/2019	Kovoor, Thomas G.	Follow up communications w/ R. Sparks Bradley re: additional documents for collection (1.0).	1.00	\$420.00

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6 **Task Code: eDiscovery – Processing (L630)**

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Work Date	Timekeeper Name	Narrative	Bill Hours	Bill Amount
9/3/2019	Scott, Eric Dean	Create PDF of track changes/comments review per N. Goldin (0.3).	0.30	\$79.50

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Simpson Thacher & Bartlett LLP  
425 Lexington Ave  
New York, NY 10017

**Exhibit I****ITEMIZED DISBURSEMENTS**

<b>EXPENSE CATEGORY</b>	<b>DATE</b>	<b>DESCRIPTION</b>	<b>AMOUNT (\$)<sup>2</sup></b>
<b>Research</b>			
Document Retrieval	8/1/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - janie.franklin@stblaw.com	1.09
Document Retrieval	8/1/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562553 - janie.franklin@stblaw.com	1.09
Document Retrieval	8/1/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
Document Retrieval	8/2/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562553 - janie.franklin@stblaw.com	1.09
Document Retrieval	8/2/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - janie.franklin@stblaw.com	1.09
Document Retrieval	8/2/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
Document Retrieval	8/5/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562553 - janie.franklin@stblaw.com	1.09
Document Retrieval	8/5/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - janie.franklin@stblaw.com	1.09
Document Retrieval	8/5/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
Document Retrieval	8/6/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - janie.franklin@stblaw.com	1.09

<sup>2</sup> The amounts listed in this Exhibit are billed in accordance with the Fee Guidelines as of October 24, 2019.

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3	Document Retrieval	8/6/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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5	Document Retrieval	8/7/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - janie.franklin@stblaw.com	1.09
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1	Document Retrieval	8/26/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562553 - janie.franklin@stblaw.com	1.09
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1	Document Retrieval	8/30/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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1	Document Retrieval	9/9/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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11	Document Retrieval	9/23/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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13	Document Retrieval	9/23/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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15	Document Retrieval	9/24/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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17	Document Retrieval	9/24/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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19	Document Retrieval	9/24/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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21	Document Retrieval	9/25/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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23	Document Retrieval	9/25/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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25	Document Retrieval	9/25/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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1	Document Retrieval	9/26/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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3	Document Retrieval	9/26/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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5	Document Retrieval	9/26/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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7	Document Retrieval	9/27/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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9	Document Retrieval	9/27/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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11	Document Retrieval	9/30/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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13	Document Retrieval	9/30/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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15	Document Retrieval	9/30/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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17	Document Retrieval	10/1/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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19	Document Retrieval	10/1/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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24	Document Retrieval	10/2/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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6	Document Retrieval	10/3/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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9	Document Retrieval	10/3/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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16	Document Retrieval	10/4/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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21	Document Retrieval	10/7/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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24	Document Retrieval	10/7/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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4	Document Retrieval	10/8/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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6	Document Retrieval	10/8/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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9	Document Retrieval	10/8/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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1	Document Retrieval	10/11/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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4	Document Retrieval	10/11/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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6	Document Retrieval	10/11/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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9	Document Retrieval	10/14/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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16	Document Retrieval	10/15/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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4	Document Retrieval	10/16/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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6	Document Retrieval	10/17/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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9	Document Retrieval	10/17/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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11	Document Retrieval	10/17/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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14	Document Retrieval	10/18/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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16	Document Retrieval	10/18/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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19	Document Retrieval	10/18/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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21	Document Retrieval	10/21/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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24	Document Retrieval	10/21/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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1	Document Retrieval	10/21/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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4	Document Retrieval	10/22/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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6	Document Retrieval	10/22/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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9	Document Retrieval	10/22/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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14	Document Retrieval	10/23/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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16	Document Retrieval	10/23/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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19	Document Retrieval	10/24/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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21	Document Retrieval	10/24/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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24	Document Retrieval	10/24/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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1	Document Retrieval	10/25/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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4	Document Retrieval	10/25/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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6	Document Retrieval	10/25/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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9	Document Retrieval	10/28/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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14	Document Retrieval	10/29/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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21	Document Retrieval	10/30/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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24	Document Retrieval	10/30/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562553 - justin.calderon@stblaw.com	1.09
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1	Document Retrieval	10/30/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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4	Document Retrieval	10/31/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CGC-17-562591 - justin.calderon@stblaw.com	1.09
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9	Document Retrieval	10/31/2019	COURTHOUSE NEWS SERVICE - Document Retrieval San Francisco County Superior Court-CJC-17-004955 - raul.duran@stblaw.com	1.09
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11	Document Retrieval	11/1/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - janie.franklin@stblaw.com	1.09
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13	Document Retrieval	11/1/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562553 - janie.franklin@stblaw.com	1.09
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17	Document Retrieval	11/4/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - janie.franklin@stblaw.com	1.09
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19	Document Retrieval	11/4/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - janie.franklin@stblaw.com	1.09
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21	Document Retrieval	11/4/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562553 - janie.franklin@stblaw.com	1.09
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23	Document Retrieval	11/5/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - janie.franklin@stblaw.com	1.09
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25	Document Retrieval	11/5/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562553 - janie.franklin@stblaw.com	1.09
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1	Document Retrieval	11/5/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - janie.franklin@stblaw.com	1.09
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3	Document Retrieval	11/6/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - janie.franklin@stblaw.com	1.09
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5	Document Retrieval	11/6/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562553 - janie.franklin@stblaw.com	1.09
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7	Document Retrieval	11/6/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - janie.franklin@stblaw.com	1.09
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9	Document Retrieval	11/7/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - janie.franklin@stblaw.com	1.09
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17	Document Retrieval	11/8/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - janie.franklin@stblaw.com	1.09
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21	Document Retrieval	11/12/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - janie.franklin@stblaw.com	1.09
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1	Document Retrieval	11/13/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - janie.franklin@stblaw.com	1.09
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7	Document Retrieval	11/14/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - janie.franklin@stblaw.com	1.09
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1	Document Retrieval	11/19/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - janie.franklin@stblaw.com	1.09
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1	Document Retrieval	11/26/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - janie.franklin@stblaw.com	1.09
2				
3	Document Retrieval	11/26/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - janie.franklin@stblaw.com	1.09
4				
5	Document Retrieval	11/26/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562553 - janie.franklin@stblaw.com	1.09
6				
7	Document Retrieval	11/27/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562591 - janie.franklin@stblaw.com	1.09
8				
9	Document Retrieval	11/27/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CJC-17-004955 - janie.franklin@stblaw.com	1.09
10				
11	Document Retrieval	11/27/2019	COURTHOUSE NEWS SERVICE - San Francisco County Superior Court-CGC-17-562553 - janie.franklin@stblaw.com	1.09
12				
13	Online Research - Intelligize	4/1/2019	Online Research - Intelligize Intelligize:Silverstein, Eric:0.10	35.32
14	Online Research - Intelligize	4/1/2019	Online Research - Intelligize Intelligize:Silverstein, Eric:2.02	713.44
15	Online research - Lexis Nexis	7/1/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.03
16	Online research - Lexis Nexis	7/2/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.57
17				
18	Online research - West Law	7/3/2019	MULTI-SEARCH DOCUMENT DISPLAYS-FELL, JAMIE	166.38
19	Online research - West Law	7/3/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES- FELL, JAMIE	77.76
20	Online research - Lexis Nexis	7/3/2019	US CASES DOC ACCESS-SUSSMAN REBECCA	3.39
21	Online research - Lexis Nexis	7/3/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.57
22				
23	Online research - Lexis Nexis	7/4/2019	US TREATISES DOC ACCESS-BRADLEY SPARKS RACHEL	161.32
24	Online research - Lexis Nexis	7/4/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.52
25	Online research - Lexis Nexis	7/5/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.52
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1	Online research - Lexis Nexis	7/6/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.52
2	Online research - Lexis Nexis	7/7/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.52
3	Online research - Lexis Nexis	7/8/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	2.08
4	Online research - Lexis Nexis	7/9/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.57
5	Online research - Lexis Nexis	7/10/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	2.08
6	Online research - Lexis Nexis	7/11/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.52
7	Online research - Lexis Nexis	7/12/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	2.08
8	Online research - Lexis Nexis	7/13/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.52
9	Online research - Lexis Nexis	7/14/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.52
10	Online research - Lexis Nexis	7/15/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.03
11	Online research - Lexis Nexis	7/16/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.57
12	Online research - Lexis Nexis	7/17/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.57
13	Online research - Lexis Nexis	7/18/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.03
14	Online research - Lexis Nexis	7/19/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.03
15	Online research - Lexis Nexis	7/20/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.52
16	Online research - Lexis Nexis	7/21/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.52
17	Online research - Lexis Nexis	7/22/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.52
18	Online research - Lexis Nexis	7/23/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.52
19	Online research - Lexis Nexis	7/24/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.52
20	Online research - Lexis Nexis	7/25/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.52
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1	Online research - Lexis Nexis	7/26/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.03
2	Online research - West Law	7/27/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-FELL, JAMIE	466.52
3	Online research - Lexis Nexis	7/27/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.52
4	Online research - Lexis Nexis	7/27/2019	LEXIS ADVANCE ACCESS CHARGE-FELL JAMIE	134.15
5	Online research - Lexis Nexis	7/27/2019	US CASES DOC ACCESS-FELL JAMIE	13.56
6	Online research - Lexis Nexis	7/27/2019	US TREATISES DOC ACCESS-FELL JAMIE	806.59
7	Online research - Lexis Nexis	7/28/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.52
8	Online research - Lexis Nexis	7/29/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.45
9	Online research - West Law	7/30/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-FELL, JAMIE	77.76
10	Online research - Lexis Nexis	7/30/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.79
11	Online research - Lexis Nexis	7/31/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.79
12	Online research - Lexis Nexis	8/1/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.38
13	Online research - Lexis Nexis	8/2/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.88
14	Online research - Lexis Nexis	8/3/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.38
15	Online research - Lexis Nexis	8/4/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.38
16	Online research - Lexis Nexis	8/5/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.14
17	Online research - Lexis Nexis	8/6/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.76
18	Online research - Lexis Nexis	8/7/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.14
19	Online research - Lexis Nexis	8/8/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.76
20	Online research - West Law	8/9/2019	MULTI-SEARCH DOCUMENT DISPLAYS-FELL, JAMIE	212.25
21	Online research - West Law	8/9/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-FELL, JAMIE	495.96
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1	Online research - Lexis Nexis	8/9/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.88
2	Online research - Lexis Nexis	8/9/2019	LEXIS ADVANCE ACCESS CHARGE-FELL JAMIE	119.25
3	Online research - Lexis Nexis	8/9/2019	US TREATISES DOC ACCESS-FELL JAMIE	1,147.26
4	Online research - Lexis Nexis	8/11/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.38
5	Online research - West Law	8/12/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-FELL, JAMIE	99.19
6	Online research - Lexis Nexis	8/12/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.50
7	Online research - Lexis Nexis	8/13/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.14
8	Online research - Lexis Nexis	8/14/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.14
9	Online research - Lexis Nexis	8/15/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.38
10	Online research - Lexis Nexis	8/16/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.76
11	Online research - Lexis Nexis	8/17/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.38
12	Online research - Lexis Nexis	8/18/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.38
13	Online research - Lexis Nexis	8/19/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.50
14	Online research - Lexis Nexis	8/20/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.76
15	Online research - Lexis Nexis	8/21/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.76
16	Online research - Lexis Nexis	8/22/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.14
17	Online research - Lexis Nexis	8/23/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.14
18	Online research - Lexis Nexis	8/24/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.38
19	Online research - Lexis Nexis	8/25/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.38
20	Online research - Lexis Nexis	8/26/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.50
21	Online research - Lexis Nexis	8/27/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.50
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1	Online research - Lexis Nexis	8/28/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.14
2	Online research - Lexis Nexis	8/29/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.50
3	Online research - Lexis Nexis	8/30/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.76
4	Online research - Lexis Nexis	8/31/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.38
5	Online research - Lexis Nexis	9/1/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.15
6	Online research - Lexis Nexis	9/2/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.15
7	Online research - Lexis Nexis	9/2/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.15
8	Online research - Lexis Nexis	9/2/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.15
9	Online research - Lexis Nexis	9/3/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.28
10	Online research - West Law	9/3/2019	MULTI-SEARCH DOCUMENT DISPLAYS-KINSEL, KOURTNEY	221.01
11	Online research - West Law	9/3/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-KINSEL, KOURTNEY	75.25
12	Online research - West Law	9/3/2019	MULTI-SEARCH DOCKETS DETAIL-KINSEL, KOURTNEY	37.89
13	Online research - West Law	9/3/2019	MULTI-SEARCH DOCKETS DETAIL-KINSEL, KOURTNEY	37.89
14	Online Research - Lex Machina	9/3/2019	Justin Calderon	0.08
15	Online Research - Lex Machina	9/3/2019	Justin Calderon	27.67
16	Online Research - Lex Machina	9/3/2019	Justin Calderon	0.33
17	Online Research - Lex Machina	9/3/2019	Justin Calderon	39.67
18	Online research - Lexis Nexis	9/4/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.80
19	Online research - West Law	9/4/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-BLAKE, STEPHEN	75.25
20	Online research - Lexis Nexis	9/5/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.20
21	Online research - Lexis Nexis	9/5/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.20
22	Online research - West Law	9/5/2019	MULTI-SEARCH DOCUMENT DISPLAYS-BLAKE, STEPHEN	255.74
23	Online research - West Law	9/5/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-BLAKE, STEPHEN	300.99
24	Online research - West Law	9/5/2019	MULTI-SEARCH DOCUMENT DISPLAYS-CALDERON, JUSTIN	31.57
25	Online research - West Law	9/5/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-CALDERON, JUSTIN	75.25
26	Online research - West Law	9/5/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-CALDERON, JUSTIN	75.25
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1	Online research - West Law	9/5/2019	MULTI-SEARCH DOCKETS DETAIL-CALDERON, JUSTIN	37.89
2	Online research - West Law	9/5/2019	MULTI-SEARCH DOCKETS IMAGES-CALDERON, JUSTIN	88.00
3	Online research - West Law	9/5/2019	MULTI-SEARCH DOCUMENT DISPLAYS-LUNDQVIST, JACOB	116.87
4	Online research - Lexis Nexis	9/6/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.62
5	Online research - West Law	9/6/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-CAMPBELL, EAMONN	245.77
6	Online research - Lexis Nexis	9/7/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.40
7	Online research - Lexis Nexis	9/8/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.40
8	Online research - West Law	9/8/2019	MULTI-SEARCH DOCUMENT DISPLAYS-BLAKE, STEPHEN	161.02
9	Online research - West Law	9/8/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-BLAKE, STEPHEN	225.74
10	Online research - West Law	9/8/2019	MULTI-SEARCH DOCUMENT DISPLAYS-LUNDQVIST, JACOB	1,619.05
11	Online research - Lexis Nexis	9/9/2019	LEXIS ADVANCE ACCESS CHARGE-ISAACMAN JENNIFER	291.58
12	Online research - Lexis Nexis	9/9/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.20
13	Online research - West Law	9/9/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-BLAKE, STEPHEN	150.50
14	Online research - West Law	9/9/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-CAMPBELL, EAMONN	163.86
15	Online research - West Law	9/9/2019	MULTI-SEARCH DOCUMENT DISPLAYS-LUNDQVIST, JACOB	103.13
16	Online research - Lexis Nexis	9/10/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.80
17	Online research - West Law	9/10/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-ISAACMAN, JENNIFER	491.56
18	Online research - West Law	9/10/2019	MULTI-SEARCH DOCUMENT DISPLAYS-LUNDQVIST, JACOB	395.32
19	Online research - West Law	9/10/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-LUNDQVIST, JACOB	81.93
20	Online research - West Law	9/10/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-NG, ELISE	81.93
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1	Online research - Lexis Nexis	9/11/2019	LEXIS ADVANCE ACCESS CHARGE-ISAACMAN JENNIFER	485.98
2	Online research - Lexis Nexis	9/11/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.20
3	Online research - West Law	9/11/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-ISAACMAN, JENNIFER	245.77
4	Online research - West Law	9/11/2019	MULTI-SEARCH DOCUMENT DISPLAYS-BLAKE, STEPHEN	94.72
5	Online research - Lexis Nexis	9/12/2019	LEXIS ADVANCE ACCESS CHARGE-ISAACMAN JENNIFER	583.18
6	Online research - Lexis Nexis	9/12/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.80
7	Online research - West Law	9/12/2019	MULTI-SEARCH DOCUMENT DISPLAYS-BLAKE, STEPHEN	1,000.85
8	Online research - West Law	9/12/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-BLAKE, STEPHEN	526.74
9	Online research - Lexis Nexis	9/13/2019	LEXIS ADVANCE ACCESS CHARGE-ISAACMAN JENNIFER	388.78
10	Online research - Lexis Nexis	9/13/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.62
11	Online research - West Law	9/13/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-ISAACMAN, JENNIFER	737.33
12	Online research - West Law	9/13/2019	MULTI-SEARCH DOCUMENT DISPLAYS-BLAKE, STEPHEN	1,420.77
13	Online research - West Law	9/13/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-BLAKE, STEPHEN	225.74
14	Online research - Lexis Nexis	9/14/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.40
15	Online research - Lexis Nexis	9/15/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.40
16	Online research - Lexis Nexis	9/16/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	2.02
17	Online research - West Law	9/16/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-ISAACMAN, JENNIFER	163.86
18	Online research - West Law	9/16/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-CAMPBELL, EAMONN	1,065.05
19	Online research - Lexis Nexis	9/17/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.20
20	Online research - Lexis Nexis	9/18/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.20
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1	Online research - Lexis Nexis	9/19/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.80
2	Online Research - Bloomberg Finance	9/19/2019	BLOOMBERG FINANCE LP - Online Research - Bloomberg Finance - On Demand Requests for the period: 7/12/2019 - 10/11/2019	100.00
3				
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5	Online research - Lexis Nexis	9/20/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.20
6	Online research - West Law	9/20/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-CAMPBELL, EAMONN	81.93
7				
8	Online research - Lexis Nexis	9/21/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.40
9	Online research - West Law	9/21/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-SPARKS BRADLEY, RACHEL	81.93
10	Online research - West Law	9/21/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-LUNDQVIST, JACOB	163.86
11	Online research - Lexis Nexis	9/22/2019	LEXIS ADVANCE ACCESS CHARGE-ISAACMAN JENNIFER	97.19
12	Online research - Lexis Nexis	9/22/2019	LEXIS ADVANCE ACCESS CHARGE-LUNDQVIST JACOB	97.19
13	Online research - Lexis Nexis	9/22/2019	US NEWS DOC ACCESS-LUNDQVIST JACOB	2.95
14				
15	Online research - Lexis Nexis	9/22/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.40
16	Online research - West Law	9/22/2019	MULTI-SEARCH DOCUMENT DISPLAYS-BLAKE, STEPHEN	53.67
17				
18	Online research - West Law	9/22/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-BLAKE, STEPHEN	601.99
19	Online research - West Law	9/22/2019	MULTI-SEARCH DOCUMENT DISPLAYS-CAMPBELL, EAMONN	103.13
20	Online research - West Law	9/22/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-DURAN, RAUL	451.49
21	Online research - West Law	9/22/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-KINSEL, KOURTNEY	677.23
22				
23	Online research - Lexis Nexis	9/23/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.40
24	Online research - West Law	9/23/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-ISAACMAN, JENNIFER	81.93
25	Online research - West Law	9/23/2019	MULTI-SEARCH DOCUMENT DISPLAYS-BLAKE, STEPHEN	202.06
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1	Online research - West Law	9/23/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-BLAKE, STEPHEN	827.73
2	Online research - Lexis Nexis	9/23/2019	LEXIS ADVANCE ACCESS CHARGE-JAMES MARSHA	97.19
3	Online research - Lexis Nexis	9/23/2019	US NEWS DOC ACCESS-JAMES MARSHA	23.57
4	Online research - West Law	9/23/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-CAMPBELL, EAMONN	1,146.97
5	Online research - Lexis Nexis	9/24/2019	LEXIS ADVANCE ACCESS CHARGE-ISAACMAN JENNIFER	97.19
6	Online research - Lexis Nexis	9/24/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	1.20
7	Online research - West Law	9/24/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-ISAACMAN, JENNIFER	81.93
8	Online research - West Law	9/24/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-BLAKE, STEPHEN	75.25
9	Online research - West Law	9/24/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-ISAACMAN, JENNIFER	81.93
10	Online research - West Law	9/24/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-BLAKE, STEPHEN	75.25
11	Online research - Lexis Nexis	9/24/2019	LEXIS ADVANCE ACCESS CHARGE-LUNDQVIST JACOB	97.19
12	Online research - West Law	9/24/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-CAMPBELL, EAMONN	163.86
13	Online research - West Law	9/24/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-LUNDQVIST, JACOB	81.93
14	Online research - Lexis Nexis	9/25/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.80
15	Online research - West Law	9/25/2019	MULTI-SEARCH DOCUMENT DISPLAYS-LUNDQVIST, JACOB	1,051.86
16	Online research - West Law	9/25/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-BLAKE, STEPHEN	300.99
17	Online research - West Law	9/25/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-BLAKE, STEPHEN	300.99
18	Online research - Lexis Nexis	9/26/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.40
19	Online research - West Law	9/26/2019	MULTI-SEARCH DOCUMENT DISPLAYS-CAMPBELL, EAMONN	103.13
20	Online research - West Law	9/26/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-CAMPBELL, EAMONN	1,638.53
21	Online research - West Law	9/26/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-CAMPBELL, EAMONN	1,638.53
22	Online research - Lexis Nexis	9/27/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.80
23	Online research - Lexis Nexis	9/28/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.40
24	Online research - Lexis Nexis	9/28/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.40
25	Online research - West Law	9/28/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-CAMPBELL, EAMONN	245.77
26	Online research - West Law	9/28/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-CAMPBELL, EAMONN	245.77
27	Online research - Lexis Nexis	9/29/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.40
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1	Online research - Lexis Nexis	9/30/2019	LEXIS ADVANCE ACCESS CHARGE-NEWMAN MICHAEL	0.40
2	Online research - West Law	9/30/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-BLAKE, STEPHEN	300.99
3	Online research - West Law	9/30/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-CAMPBELL, EAMONN	245.77
4	Online research	9/30/2019	COURTALERT.COM, INC. - 09/30/19-Case Search [San Francisco] CGC-19-573190 & CJC-17-004955	37.02
5	Online research - West Law	10/1/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-ISAACMAN, JENNIFER	629.04
6	Online research - West Law	10/1/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-BLAKE, STEPHEN	1,083.30
7	Online research - West Law	10/1/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-DURAN, RAUL	15.15
8	Online research - West Law	10/1/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-DURAN, RAUL	216.66
9	Online research - West Law	10/1/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-KINSEL, KOURTNEY	1,155.52
10	Online research - West Law	10/5/2019	MULTI-SEARCH DOCUMENT DISPLAYS-BLAKE, STEPHEN	30.30
11	Online research - West Law	10/31/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-SUSSMAN, REBECCA	157.26
12	Online research - West Law	11/19/2019	MULTI-SEARCH DOCUMENT DISPLAYS-RICCIARDI, SARA	104.69
13	Online research - West Law	11/19/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-RICCIARDI, SARA	220.17
14	Online research - West Law	11/21/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-ISAACMAN, JENNIFER	73.39
15	Online research - West Law	11/25/2019	MULTI-SEARCH DOCUMENT DISPLAYS-KINSEL, KOURTNEY	144.24
16	Online research - West Law	11/25/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-KINSEL, KOURTNEY	134.82
17	Online research	11/30/2019	COURTALERT.COM, INC. - 11/30/19-Case Search [AD1] 651863/2012	35.17
18	Online research - West Law	12/12/2019	MULTI-SEARCH DOCUMENT DISPLAYS-SUSSMAN, REBECCA	854.44
19	Online research - West Law	12/12/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-SUSSMAN, REBECCA	795.47
20	Online research - West Law	12/12/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-LUNDQVIST, JACOB	79.54
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2	Online research - West Law	12/18/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-ISAACMAN, JENNIFER	477.29
3	Online research - West Law	12/22/2019	MULTI-SEARCH TRANSACTIONAL SEARCHES-CAMPBELL, EAMONN	238.64
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	Pacer	12/30/2019	Charges Franklin, Janie Marie	0.20
	Pacer	12/30/2019	Charges Calderon, Justin	3.00
	Pacer	12/30/2019	Charges Calderon, Justin	0.20
	Pacer	12/30/2019	Charges Calderon, Justin	0.30
	Pacer	12/30/2019	Charges Calderon, Justin	0.10
	Pacer	12/30/2019	Charges Calderon, Justin	0.50
	Pacer	12/30/2019	Charges Calderon, Justin	2.40

1	Pacer	12/30/2019	Charges Calderon, Justin	3.00
2	Pacer	12/30/2019	Charges Calderon, Justin	0.50
3	Pacer	12/30/2019	Charges Calderon, Justin	0.40
4	Pacer	12/30/2019	Charges Calderon, Justin	3.00
5	Pacer	12/30/2019	Charges Calderon, Justin	1.80
6	Pacer	12/30/2019	Charges Calderon, Justin	2.40
7	Pacer	12/30/2019	Charges LIBRARY, ID	0.10
8	Pacer	12/30/2019	Charges LIBRARY, ID	0.60
9	Pacer	12/30/2019	Charges LIBRARY, ID	0.20
10	Pacer	12/30/2019	Charges LIBRARY, ID	2.60
11	<b>Meals</b>			
12	Meals - Overtime	7/30/2019	JEFF LEVINE - Overtime Meal 10PM; Overtime meal American Express: FREEHAND NEW YORK F& NEW YORK NY American Express: FREEHAND NEW YORK F& NEW YORK NY Jul 30, 2019; Jeff Levine. Jeff Levine	30.00
13	Meals - Overtime	8/3/2019	JEFF LEVINE - Overtime Meal 09PM; Overtime meal American Express: CAVIAR San Francisco CA American Express: CAVIAR San Francisco CA Aug 03, 2019; Jeff Levine. Jeff Levine	30.00
14	Meals - Overtime	8/7/2019	JEFF LEVINE - Overtime Meal 09PM; Overtime meal American Express: LEVELUP*SWEETGREEN98 BOSTON MA American Express: LEVELUP*SWEETGREEN98 BOSTON MA Aug 07, 2019; Jeff Levine. Jeff Levine	16.33
15	Meals - Overtime	8/8/2019	JEFF LEVINE - Overtime Meal 0830PM; Overtime meal American Express: CAVIAR San Francisco CA American Express: CAVIAR San Francisco CA Aug 08, 2019; Jeff Levine. Jeff Levine	29.16
16	Meals - Overtime	8/10/2019	JEFF LEVINE - Overtime Meal 03PM; Overtime meal (Saturday) Aug 10, 2019; Jeff Levine. Jeff Levine	11.50
17	Meals - Travel	8/13/2019	SANDY QUSBA - Hotel - Out of Town Travel Meal; Travel meal Aug 13, 2019; Sandy Qusba. Sandy Qusba - Two days of meals	150.00
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1	Meals - Travel	8/14/2019	SANDY QUSBA - Out of Town Travel Meal; Travel meal. American Express: LARK CREEK GRILL 000 SAN FRANCISCO CA American Express: LARK CREEK GRILL 000 SAN FRANCISCO CA Aug 14, 2019; Sandy Qusba. Sandy Qusba	16.00
2				
3				
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5	Meals - Travel	8/14/2019	SANDY QUSBA - Hotel - Out of Town Travel Meal; Travel meal. Aug 14, 2019; Sandy Qusba. Sandy Qusba	66.20
6				
7	Meals - Overtime	9/3/2019	JEFF LEVINE - Overtime Meal 07PM; Overtime meal American Express: CAVIAR San Francisco CA American Express: CAVIAR San Francisco CA Sep 03, 2019; Jeff Levine. Jeff Levine	30.00
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9				
10	Meals - Overtime	9/3/2019	ERICA EGENES - Overtime Meal 09PM; Overtime meal. Sons of Thunder. Charged on Ms. Egenes's personal credit card. Sons of Thunder. Charged on Ms. Egenes's personal credit card. Sep 03, 2019; Erica Egenes. Erica Egenes	30.00
11				
12				
13				
14	Meals - Overtime	9/5/2019	Chk. No. 4178953 (Cafe. Meal) 9/5/2019 18:44 Badge ID: 7540 Name Campbell, Eamonn W. - 15361	14.74
15				
16	Meals - Overtime	9/9/2019	Chk. No. 4179791 (Cafe. Meal) 9/9/2019 18:55 Badge ID: 7540 Name Campbell, Eamonn W. - 15361	15.82
17				
18	Meals - Travel	9/9/2019	MARIO A. PONCE - Out of Town Travel Meal; Meal American Express: Starbucks T5 JFK 155 Jamaica NY American Express: Starbucks T5 JFK 155 Jamaica NY Sep 09, 2019; Mario Ponce. Mario Ponce	6.42
19				
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21	Meals - Travel	9/9/2019	MARIO A. PONCE - Out of Town Travel Meal; Dinner American Express: HARBORVIEW RESTAURAN SAN FRANCISCO CA American Express: HARBORVIEW RESTAURAN SAN FRANCISCO CA Sep 09, 2019; Mario Ponce. Mario Ponce, Sandy Qusba	131.07
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1	Meals - Travel	9/10/2019	NICHOLAS GOLDIN - Out of Town Travel Meal; Lunch Sep 10, 2019; Nicholas Goldin. Nicholas Goldin	17.21
2				
3	Meals - Travel	9/10/2019	MARIO A. PONCE - Hotel - Out of Town Travel Meal; Meal Sep 10, 2019; Mario Ponce. Mario Ponce	43.69
4				
5	Meals - Travel	9/10/2019	SANDY QUSBA - Out of Town Travel Meal; Travel meal American Express: CC AERONOVA JAMAICA NY American Express: CC AERONOVA JAMAICA NY Sep 10, 2019; Sandy Qusba. Sandy Qusba	20.42
6				
7				
8	Meals - Travel	9/10/2019	SANDY QUSBA - Hotel - Out of Town Travel Meal; Travel meal - breakfast Sep 10, 2019; Sandy Qusba. Sandy Qusba	43.01
9				
10	Meals - Travel	9/11/2019	MARIO A. PONCE - Out of Town Travel Meal; Dinner American Express: TST* WAYFARE TAVERN SAN FRANCISCO CA American Express: TST* WAYFARE TAVERN SAN FRANCISCO CA Sep 11, 2019; Mario Ponce. Mario Ponce, Sandy Qusba, Nicholas Goldin	62.69
11				
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14	Meals - Travel	9/11/2019	MARIO A. PONCE - Out of Town Travel Meal; Dinner American Express: TST* WAYFARE TAVERN SAN FRANCISCO CA American Express: TST* WAYFARE TAVERN SAN FRANCISCO CA Sep 11, 2019; Mario Ponce. Mario Ponce, Sandy Qusba, Nicholas Goldin	225.00
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19	Meals - Travel	9/11/2019	SANDY QUSBA - Out of Town Travel Meal; Travel meal. American Express: LOEWS SAN FRANCISCO SAN FRANCISCO CA American Express: LOEWS SAN FRANCISCO SAN FRANCISCO CA Sep 11, 2019; Sandy Qusba. Sandy Qusba	75.00
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1	Meals - Travel	9/11/2019	SANDY QUSBA - Out of Town Travel Meal; Dinner in San Francisco with Mario Ponce and Nicholas Goldin. American Express: MICHAEL MINA SAN FRANCISCO CA American Express: MICHAEL MINA SAN FRANCISCO CA Sep 11, 2019; Sandy Qusba. Sandy Qusba, Mario Ponce, Nicholas Goldin, Paul Curnin	300.00
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7	Meals - Overtime	9/12/2019	JACOB LUNDQVIST - Overtime Meal	27.92
8	Meals - Overtime	9/16/2019	JENNIFER ISAACMAN - Overtime Meal	25.86
9	Meals - Overtime	9/22/2019	JACOB LUNDQVIST - Overtime Meal	30.00
10	Meals - Overtime	9/23/2019	Chk. No. 4175168 (Cafe. Meal) 9/23/2019 18:48 Badge ID: 7540 Name Campbell, Eamonn W. - 15361	9.76
11	Meals - Overtime	9/24/2019	Chk. No. 4175759 (Cafe. Meal) 9/24/2019 18:54 Badge ID: 7540 Name Campbell, Eamonn W. - 15361	13.96
12	Meals - Overtime	9/24/2019	JACOB LUNDQVIST - Overtime Meal	23.71
13	Meals - Overtime	9/26/2019	Chk. No. 4176909 (Cafe. Meal) 9/26/2019 18:49 Badge ID: 7540 Name Campbell, Eamonn W. - 15361	11.75
14				
15	Meals - Overtime	9/30/2019	Chk. No. 4177910 (Cafe. Meal) 9/30/2019 19:19 Badge ID: 7540 Name Campbell, Eamonn W. - 15361	10.10
16				
17	Meals - Overtime	10/1/2019	STEPHEN BLAKE - Overtime Meal	30.00
18	Meals - Overtime	10/1/2019	Chk. No. 4178461 (Cafe. Meal) 10/1/2019	11.25
19	Meals - Overtime	10/20/2019	Timothy Welman - Overtime Meal 04PM; OT Meal Oct 20, 2019; Timothy Welman. Timothy Welman	11.38
20	Meals - Overtime	11/13/2019	NICHOLAS GOLDIN - Overtime Meal; OT Dinner American Express: SEAMLSS*PATSYSPIZZER NEW YORK NY American Express: SEAMLSS*PATSYSPIZZER NEW YORK NY Nov 13, 2019; Nicholas Goldin. Nicholas Goldin	30.00
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1	Meals - Business	11/14/2019	HILLARY C. MINTZ - Business Meal; Pacific Gas and Electric client Mtg. American Express: SML*DEVONAN-20235833 CHICAGO IL American Express: SML*DEVONAN-20235833 CHICAGO IL Nov 14, 2019; Hillary Mintz/Geralyn Colloton. Claudine Gartendber, Alex Wolff, Hillary Mintz	53.94
2				
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5				
6	Meals - Overtime	11/18/2019	Chk. No. 4176318 (Cafe. Meal) 11/18/2019 20:29 Badge ID: 7957 Name Sussman, Rebecca A. - 15851	28.35
7				
8	Meals - Overtime	12/5/2019	MARIO A. PONCE - Overtime Meal 09PM; Overtime meal American Express: SHUN LEE PALACE REST NEW YORK NY American Express: SHUN LEE PALACE REST NEW YORK NY Dec 05, 2019; Mario Ponce. Mario Ponce	30.00
9				
10				
11				
12	Meals - Travel	12/11/2019	PAUL C. CURNIN - Hotel - Out of Town Travel Meal; Trip to visit client in San Francisco - room service Dec 10, 2019 and Dec 11, 2019; Paul Curnin. Paul Curnin	99.10
13				
14				
15	Meals - Travel	12/11/2019	SARA RICCIARDI - Hotel - Out of Town Travel Meal; In Room Dining. Room 0833; Check 2498 Dec 11, 2019; Sara Ricciardi. Sara Ricciardi	57.26
16				
17				
18	Meals - Travel	12/11/2019	MARIO A. PONCE - Out of Town Travel Meal; Dinner American Express: Mister Jiu's San Francisco CA American Express: Mister Jiu's San Francisco CA Dec 11, 2019; Mario Ponce. Mario Ponce, Sara Ricciardi	150.00
19				
20				
21	Meals - Travel	12/11/2019	MARIO A. PONCE - Hotel - Out of Town Travel Meal; Meal Dec 11, 2019; Mario Ponce. Mario Ponce	75.00
22				
23	<b>Travel</b>			
24	Airfare	8/6/2019	SANDY QUSBA - Airfare; Lawyers Travel service fee American Express: TRAVEL AGENCY SERVIC NEW YORK NY American Express: TRAVEL AGENCY SERVIC NEW YORK NY Aug 06, 2019; Sandy Qusba.	55.00
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1	Airfare	8/6/2019	SANDY QUSBA - Airfare; Re-issued airline ticket (this replaces original ticket ending in 821, which was refunded, and included this report) American Express: AMERICAN AIRLINES NEW YORK NY American Express: AMERICAN AIRLINES NEW YORK NY Aug 06, 2019; Sandy Qusba.	1,792.98
2				
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6	Airfare	8/6/2019	SANDY QUSBA - Airfare; Lawyers Travel service fee. American Express: TRAVEL AGENCY SERVIC NEW YORK NY American Express: TRAVEL AGENCY SERVIC NEW YORK NY Aug 06, 2019; Sandy Qusba.	55.00
7				
8				
9	Airfare	8/20/2019	NICHOLAS GOLDIN - Airfare; Travel fee American Express: TRAVEL AGENCY SERVIC NEW YORK NY American Express: TRAVEL AGENCY SERVIC NEW YORK NY Aug 20, 2019; Nicholas Goldin.	55.00
10				
11				
12	Airfare	8/23/2019	MARIO A. PONCE - Airfare; Airfare American Express: JETBLUE NEW YORK NY American Express: JETBLUE NEW YORK NY Aug 23, 2019; Mario Ponce.	2,281.59
13				
14				
15	Airfare	8/23/2019	SANDY QUSBA - Airfare; Airline ticket to San Francisco on PG&E. American Express: JETBLUE NEW YORK NY American Express: JETBLUE NEW YORK NY Aug 23, 2019; Sandy Qusba.	2,781.87
16				
17				
18	Airfare	8/23/2019	SANDY QUSBA - Airfare; Lawyers Travel service fee. American Express: TRAVEL AGENCY SERVIC NEW YORK NY American Express: TRAVEL AGENCY SERVIC NEW YORK NY Aug 23, 2019; Sandy Qusba.	55.00
19				
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21	Airfare	9/3/2019	PAUL C. CURNIN - Airfare; Airfare to San Francisco American Express: AMERICAN AIRLINES NEW YORK NY American Express: AMERICAN AIRLINES NEW YORK NY Sep 03, 2019; Paul Curnin.	2,576.63
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1	Airfare	9/3/2019	PAUL C. CURNIN - Airfare; Travel Dept service charge American Express: TRAVEL AGENCY SERVIC NEW YORK NY American Express: TRAVEL AGENCY SERVIC NEW YORK NY Sep 03, 2019; Paul Curnin.	55.00
2				
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5	Airfare	9/4/2019	NICHOLAS GOLDIN - Airfare; PGE American Express: AMERICAN AIRLINES NEW YORK NY American Express: AMERICAN AIRLINES NEW YORK NY Sep 04, 2019; Nicholas Goldin.	2,616.64
6				
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8	Airfare	9/9/2019	NICHOLAS GOLDIN - Airfare; Travel Agency Fee American Express: TRAVEL AGENCY SERVIC NEW YORK NY American Express: TRAVEL AGENCY SERVIC NEW YORK NY Sep 09, 2019; Nicholas Goldin.	24.95
9				
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11	Airfare	9/9/2019	MARIO A. PONCE - Airfare; Airfare American Express: JETBLUE NEW YORK NY American Express: JETBLUE NEW YORK NY Sep 09, 2019; Mario Ponce.	175.01
12				
13				
14	Airfare	9/10/2019	PAUL C. CURNIN - Airfare; Airfare to San Francisco American Express: DELTA AIR LINES NEW YORK NY American Express: DELTA AIR LINES NEW YORK NY Sep 10, 2019; Paul Curnin.	2,363.30
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17	Airfare	9/11/2019	SANDY QUSBA - Airfare; Airfare increased - exchanged ticket. American Express: JETBLUE NEW YORK NY American Express: JETBLUE NEW YORK NY Sep 11, 2019; Sandy Qusba.	488.00
18				
19				
20	Airfare	9/12/2019	PAUL C. CURNIN - Airfare; Refund for canceled flight American Express: AMERICAN AIRLINES NEW YORK NY American Express: AMERICAN AIRLINES NEW YORK NY Sep 12, 2019; Paul Curnin.	(895.41)
21				
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23	Airfare	9/20/2019	STEPHEN BLAKE - Airfare; Internet American Express: UNITED AIRLINES HOUSTON TX American Express: UNITED AIRLINES HOUSTON TX Sep 20, 2019; Stephen Blake.	14.99
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1	Airfare	9/24/2019	STEPHEN BLAKE - Airfare; Internet American Express: UNITED AIRLINES HOUSTON TX American Express: UNITED AIRLINES HOUSTON TX Sep 24, 2019; Stephen Blake.	27.99
2				
3				
4	Airfare	9/27/2019	STEPHEN BLAKE - Airfare; Internet fee. American Express: UNITED AIRLINES HOUSTON TX American Express: UNITED AIRLINES HOUSTON TX Sep 27, 2019; Stephen Blake.	32.99
5				
6				
7	Airfare	10/3/2019	SANDY QUSBA - Airfare; Lawyers Travel service fee - reservation was cancelled American Express: TRAVEL AGENCY SERVIC NEW YORK NY American Express: TRAVEL AGENCY SERVIC NEW YORK NY Oct 03, 2019; Sandy Qusba.	55.00
8				
9				
10				
11	Airfare	10/22/2019	SANDY QUSBA - Airfare; Lawyers travel service fee. American Express: TRAVEL AGENCY SERVIC NEW YORK NY American Express: TRAVEL AGENCY SERVIC NEW YORK NY Oct 22, 2019; Sandy Qusba.	55.00
12				
13				
14	Airfare	12/3/2019	PAUL C. CURNIN - Airfare; Flight to San Francisco American Express: JETBLUE NEW YORK NY American Express: JETBLUE NEW YORK NY Dec 03, 2019; Paul Curnin.	473.89
15				
16				
17	Airfare	12/3/2019	PAUL C. CURNIN - Airfare; Airfare to SFO American Express: JETBLUE NEW YORK NY American Express: JETBLUE NEW YORK NY Dec 03, 2019; Paul Curnin.	473.90
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20	Airfare	12/3/2019	PAUL C. CURNIN - Airfare; Travel Dept service charge American Express: TRAVEL AGENCY SERVIC NEW YORK NY American Express: TRAVEL AGENCY SERVIC NEW YORK NY Dec 03, 2019; Paul Curnin.	55.00
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1	Airfare	12/3/2019	SARA RICCIARDI - Airfare; Lawyers Travel service fee. American Express: TRAVEL AGENCY SERVIC NEW YORK NY American Express: TRAVEL AGENCY SERVIC NEW YORK NY Dec 03, 2019; Sara Ricciardi.	55.00
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5	Airfare	12/3/2019	SARA RICCIARDI - Airfare; Airfare Jet Blue. American Express: JETBLUE NEW YORK NY American Express: JETBLUE NEW YORK NY Dec 03, 2019; Sara Ricciardi.	947.79
6				
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8	Airfare	12/3/2019	MARIO A. PONCE - Airfare; Airfare American Express: JETBLUE NEW YORK NY American Express: JETBLUE NEW YORK NY Dec 03, 2019; Mario Ponce.	85.13
9				
10				
11	Airfare	12/3/2019	MARIO A. PONCE - Airfare; Airfare American Express: JETBLUE NEW YORK NY American Express: JETBLUE NEW YORK NY Dec 03, 2019; Mario Ponce.	862.66
12				
13	Airfare	12/3/2019	MARIO A. PONCE - Airfare; Airfare American Express: TRAVEL AGENCY SERVIC NEW YORK NY American Express: TRAVEL AGENCY SERVIC NEW YORK NY Dec 03, 2019; Mario Ponce.	55.00
14				
15				
16	Airfare	12/3/2019	SANDY QUSBA - Airfare; Lawyers Travel service fee American Express: TRAVEL AGENCY SERVIC NEW YORK NY American Express: TRAVEL AGENCY SERVIC NEW YORK NY Dec 03, 2019; Sandy Qusba.	55.00
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19	Airfare	12/3/2019	SANDY QUSBA - Airfare; Attend hearing and board committee meeting. American Express: JETBLUE NEW YORK NY American Express: JETBLUE NEW YORK NY Dec 03, 2019; Sandy Qusba.	947.79
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1	Hotel	8/9/2019	SANDY QUSBA - Lodging; Attend hearing in San Francisco. Airline canceled flight to San Francisco on the same day of the flight. Hotel has a 3-day cancellation policy. No receipt for hotel as he never arrived in San Francisco. Airline canceled flight to San Francisco on the same day of the flight. Hotel has a 3-day cancellation policy. No receipt for hotel as he never arrived in San Francisco. Aug 09, 2019; Sandy Qusba.	598.69
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8	Hotel	8/14/2019	SANDY QUSBA - Lodging; Attend hearings in San Francisco. Aug 14, 2019; Sandy Qusba.	1,199.88
9				
10	Hotel	9/12/2019	PAUL C. CURNIN - Lodging; Hotel in California Sep 12, 2019; Paul Curnin.	999.42
11	Hotel	9/12/2019	NICHOLAS GOLDIN - Lodging; PGE Lodging Sep 12, 2019; Nicholas Goldin.	999.42
12	Hotel	9/12/2019	MARIO A. PONCE - Lodging; Hotel Sep 12, 2019; Mario Ponce.	1,499.13
13	Hotel	9/12/2019	SANDY QUSBA - Lodging; Attend hearings in San Francisco Sep 12, 2019; Sandy Qusba.	1,778.13
14				
15				
16	Hotel	10/28/2019	THE LAWYERS' TRAVEL SERVICE - Lawyers' Travel charge - LOEWS REGENCY SAN F - PONCE/MARIO - 10/28/2019 - 00905 - 002658 0002	110.04
17				
18	Hotel	12/10/2019	SARA RICCIARDI - Lodging; PG&E Outside Directors -- The Ritz Carlton \$699.00 + Room Rate Tax 14% \$97.86 + Business District Assessments \$15.73 + CA Tourism Assessment \$1.25 = 813.84 Dec 10, 2019; Sara Ricciardi.	600.00
19				
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22	Hotel	12/11/2019	PAUL C. CURNIN - Lodging; Room charge Dec 11, 2019; Paul Curnin.	600.00
23	Hotel	12/11/2019	SARA RICCIARDI - Lodging; PG&E Outside Directors -- The Ritz Carlton \$699.00 + Room Rate Tax 14% \$97.86 + Business District Assessments \$15.73 + CA Tourism Assessment \$1.25 = 813.84 Dec 11, 2019; Sara Ricciardi.	600.00
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1	Hotel	12/12/2019	MARIO A. PONCE - Lodging; Lodging Dec 12, 2019; Mario Ponce.	1,200.00
2	Hotel	12/12/2019	SANDY QUSBA - Lodging; Travel to San Francisco to attend court hearing and board meetings. Dec 12, 2019; Sandy Qusba.	600.00
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5	Out-of-town travel	9/10/2019	PAUL C. CURNIN - Out of Town Travel; Car service in San Francisco Sep 10, 2019; Paul Curnin.	34.93
6				
7	Out-of-town travel	9/10/2019	PAUL C. CURNIN - Out-of-town travel; Car service to airport Sep 10, 2019; Paul Curnin.	92.21
8				
9	Out-of-town travel	9/10/2019	NICHOLAS GOLDIN Out-of-town travel; Car Service Sep 10, 2019; Nicholas Goldin.	79.12
10				
11	Out-of-town travel	9/10/2019	NICHOLAS GOLDIN - Out of Town Travel; Car service American Express: UBER TRIP HELP.UBER.COM CA American Express: UBER TRIP HELP.UBER.COM CA Sep 10, 2019; Nicholas Goldin.	34.99
12				
13				
14	Out-of-town travel	9/12/2019	PAUL C. CURNIN - Out-of-town travel; Car service airport to home Sep 12, 2019; Paul Curnin.	100.84
15				
16	Out-of-town travel	9/12/2019	NICHOLAS GOLDIN - Out of Town Travel; Car service American Express: UBER TRIP HELP.UBER.COM CA American Express: UBER TRIP HELP.UBER.COM CA Sep 12, 2019; Nicholas Goldin.	30.41
17				
18				
19	Out-of-town travel	9/12/2019	NICHOLAS GOLDIN Out-of-town travel; Car service American Express: FIRST CITYCAB CORP. QUEENS NY American Express: FIRST CITYCAB CORP. QUEENS NY Sep 12, 2019; Nicholas Goldin.	73.70
20				
21				
22	Out-of-town travel	9/12/2019	MARIO A. PONCE - Out of Town Travel; Taxi American Express: TRANSPORTATION CCSRV San Carlos CA American Express: TRANSPORTATION CCSRV San Carlos CA Sep 12, 2019; Mario Ponce.	65.00
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1	Out-of-town travel	9/12/2019	XYZ TWO WAY RADIO SERVICE - Out-of-town travel XYZ Taxi/09/12/19/1410/PONCE MARIO A./22 ORCHARD HILL LANE GREESTOP:00000WAIT:00000TOLL:000625002658-0002	152.98
2				
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5	Out-of-town travel	9/12/2019	XYZ TWO WAY RADIO SERVICE - Out-of-town travel XYZ Taxi/09/12/19/1411/QUSBA SANDY/415 CENTRAL PARK WESTSTOP:00000WAIT:01440TOLL:000625002658-0002	128.80
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9	Out-of-town travel	9/15/2019	SUNNY'S EXECUTIVE SEDAN SERVICE INC - Out of Town Travel: DROP OFF HYATT REGENCY SAN FRANCISCO, 5 EMBARCADERO CENTER, CA - RES# 575886*1	122.82
10				
11				
12	Out-of-town travel	9/17/2019	SANDY QUSBA - Out-of-town travel; Taxi to JFK (travel to San Francisco for PG&E hearing/board meeting) American Express: XYZ TWO WAY RADIO SE BROOKLYN NY American Express: XYZ TWO WAY RADIO SE BROOKLYN NY Sep 17, 2019; Sandy Qusba.	90.49
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16	Out-of-town travel	10/1/2019	KOURTNEY KINSEL - Parking; Parking. American Express: IMPARK00270200A SAN FRANCISCO CA American Express: IMPARK00270200A SAN FRANCISCO CA Oct 01, 2019; Kourtney Kinsel.	9.00
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18				
19	Out-of-town travel	10/29/2019	XYZ TWO WAY RADIO SERVICE - XYZ Taxi/10/29/19/1235/PONCE MARIO A./JFKSTOP:00000WAIT:00720TOLL:000625002658-0002	101.26
20				
21				
22	Out-of-town travel	10/30/2019	KOURTNEY KINSEL - Parking; Parking. American Express: IMPARK00270200A SAN FRANCISCO CA American Express: IMPARK00270200A SAN FRANCISCO CA Oct 30, 2019; Kourtney Kinsel.	9.00
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1	Out-of-town travel	10/31/2019	XYZ TWO WAY RADIO SERVICE - XYZ Taxi/10/31/19/0018/PONCE MARIO A./22 ORCHARD HILL LANE GREESTOP:00000WAIT:00000TOLL:000800002658- 0002	154.78
2				
3				
4	Out-of-town travel	11/8/2019	KOURTNEY KINSEL - Parking; Parking in SF for a hearing. American Express: IMPARK00270200A SAN FRANCISCO CA American Express: IMPARK00270200A SAN FRANCISCO CA Nov 08, 2019; Kourtney Kinsel.	12.00
5				
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8	Out-of-town travel	11/22/2019	KOURTNEY KINSEL - Parking; Parking at hearing. American Express: IMPARK00270200A SAN FRANCISCO CA American Express: IMPARK00270200A SAN FRANCISCO CA Nov 22, 2019; Kourtney Kinsel.	6.00
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11				
12	Out-of-town travel	12/10/2019	EXECUTIVE CHARGE, INC. - Out-of-town travel EXEC Taxi/12/10/2019/CURNIN PAUL/STAR FARM RD, PURCHASE;/07:20	160.21
13				
14	Out-of-town travel	12/10/2019	XYZ TWO WAY RADIO SERVICE - Out-of-town travel XYZ Taxi/12/10/19/0618/RICCIARDI SARA A./JFKSTOP:00000WAIT:00000TOLL:000625003192- 0002	93.24
15				
16				
17	Out-of-town travel	12/10/2019	EXECUTIVE CHARGE, INC. - Out-of-town travel EXEC Taxi/12/10/2019/PONCE MARIO/ORCHARD HILL LANE, GREE/06:45	186.55
18				
19	Out-of-town travel	12/10/2019	Out-of-town travel SUNNY'S EXECUTIVE SEDAN SERVICE INC - Out-of-town travel Car service for M. Ponce on 12/10/19 SFO to San Francisco CA	219.50
20				
21				
22	Out-of-town travel	12/10/2019	Out-of-town travel SANDY QUSBA - Local Travel; Taxi American Express: SF TAXI San Francisco CA American Express: SF TAXI San Francisco CA Dec 10, 2019; Sandy Qusba.	13.44
23				
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1	Out-of-town travel	12/11/2019	Out-of-town travel SANDY QUSBA - Local Travel; Taxi in San Francisco American Express: GOSQ.COM ABDULLAH AL San Francisco CA American Express: GOSQ.COM ABDULLAH AL San Francisco CA Dec 11, 2019; Sandy Qusba.	12.78
2				
3				
4				
5	Out-of-town travel	12/12/2019	XYZ TWO WAY RADIO SERVICE - Out-of-town travel XYZ Taxi/12/12/19/1404/RICCIARDI SARA A./188 E 70 STSTOP:00000WAIT:00000TOLL:000625003192-0002	93.24
6				
7				
8				
9	Out-of-town travel	12/12/2019	Out-of-town travel MARIO A. PONCE - Out-of-town travel; Outside Limo Dec 12, 2019; Mario Ponce.	190.00
10				
11	Out-of-town travel	12/12/2019	XYZ TWO WAY RADIO SERVICE - Out-of-town travel XYZ Taxi/12/12/19/1418/PONCE MARIO A./22 ORCHARD HILL LANE GREESTOP:00000WAIT:00000TOLL:000800003192-0002	154.78
12				
13				
14				
15	Out-of-town travel	12/12/2019	XYZ TWO WAY RADIO SERVICE - Out-of-town travel XYZ Taxi/12/12/19/0025/QUSBA SANDY/415 CENTRAL PARK WESTSTOP:01000WAIT:00880TOLL:000625002658-0002	142.03
16				
17				
18				
19	<b>Transportation</b>			
20	OT - Carfare	7/30/2019	JEFF LEVINE - Overtime Transportation 09PM; Overtime carfare Jul 30, 2019; Jeff Levine.	23.07
21				
22	OT - Carfare	8/1/2019	JEFF LEVINE - Overtime Transportation 09PM; Overtime carfare Aug 01, 2019; Jeff Levine.	18.79
23				
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1	OT - Carfare	8/2/2019	JEFF LEVINE - Overtime Transportation 11PM; Overtime carfare Merchant: Uber Technologies, Inc. Merchant:Uber Technologies, Inc. Merchant: Uber Technologies, Inc. Merchant:Uber Technologies, Inc. Aug 02, 2019; Jeff Levine.	38.11
2				
3				
4				
5	OT - Carfare	8/7/2019	ANDREW T. FRANKEL - Overtime Transportation 01AM; taxi American Express: UBER TRIP HELP.UBER.COM CA American Express: UBER TRIP HELP.UBER.COM CA Aug 07, 2019; Andy Frankel.	116.59
6				
7				
8				
9	OT - Carfare	8/8/2019	JEFF LEVINE - Overtime Transportation 10PM; Overtime carfare Aug 08, 2019; Jeff Levine.	14.16
10				
11	OT - Carfare	9/3/2019	JEFF LEVINE - Overtime Transportation 09PM; Overtime carfare Sep 03, 2019; Jeff Levine.	18.21
12				
13	OT - Carfare	9/13/2019	JACOB LUNDQVIST - Overtime Transportation	14.15
14				
15	OT - Carfare	9/20/2019	MAGALLIE KORTRIGHT - Overtime Transportation 11PM; Prep of court submissions for attorney review & electronic data update. Sep 20, 2019; Magallie Kortright.	9.41
16				
17	OT - Carfare	9/24/2019	JACOB LUNDQVIST - Overtime Transportation	14.16
18				
19	OT - Carfare	9/25/2019	JACOB LUNDQVIST - Overtime Transportation 10PM; Taxi Home Sep 25, 2019; Jacob Lundqvist.	14.75
20				
21	OT - Carfare	10/17/2019	JAMIE FELL - Overtime Transportation 09PM; Cab (Uber) fare to home. Oct 17, 2019; Jamie Fell.	45.55
22				
23	OT - Carfare	10/18/2019	JAMIE FELL - Overtime Transportation 0830PM; Cab (Uber) fare to home. Oct 18, 2019; Jamie Fell.	47.37
24				
25	Local travel	10/18/2019	UBER TECHNOLOGIES INC. - UBER - 10/18/2019 - Welman,Timothy - 4:08PM - 427 Lexington Ave New York NY 10017 USA - 109 31st St Brooklyn NY 11232 USA	58.38
26				
27				
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1	Local travel	10/21/2019	UBER TECHNOLOGIES INC. - UBER - 10/21/2019 - Welman,Timothy - 12:51PM - 850 3rd Ave Brooklyn NY 11232 USA - 425 Lexington Ave New York NY 10017 USA	54.47
2				
3				
4	Local travel	10/21/2019	UBER TECHNOLOGIES INC. - UBER - 10/21/2019 - Welman,Timothy - 12:16PM - 425 Lexington Ave New York NY 10017 USA - 850 3rd Ave Brooklyn NY 11232 USA	46.58
5				
6				
7	Local travel	10/23/2019	Local travel JUSTIN CALDERON - Local Travel; Uber transportation back from hearing in San Francisco. American Express: UBER TRIP HELP.UBER.COM CA American Express: UBER TRIP HELP.UBER.COM CA Oct 23, 2019; Justin Calderon.	65.86
8				
9				
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12	Local travel	10/23/2019	Local travel JUSTIN CALDERON - Local Travel; Uber transportation to San Francisco for hearing. American Express: UBER TRIP HELP.UBER.COM CA American Express: UBER TRIP HELP.UBER.COM CA Oct 23, 2019; Justin Calderon.	56.58
13				
14				
15				
16	Limo/Taxi/Train/Subway	10/30/2019	C & C LIMOUSINE - Limo/Taxi/Train/Subway - 10/30/19 M. PONCE 12:00 PM 250 SHORELINE DRIVE, REDWOOD CITY CA TO SFO JET BLUE 10/30/19	80.00
17				
18				
19	OT - Carfare	11/19/2019	REBECCA SUSSMAN - Overtime Transportation 0830PM; Overtime transportation. Nov 19, 2019; Rebecca Sussman.	23.00
20				
21				
22	Local travel	12/4/2019	Local travel XYZ TWO WAY RADIO SERVICE - Local travel XYZ Taxi/12/04/19/1945/PONCE MARIO A./22 ORCHARD HILL LANE GREESTOP:00000WAIT:00000TOLL:000925002658-0002	130.43
23				
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26				

Courier & Postage			
Courier - Fedex	9/6/2019	FEDEX - To: CLERKS OFFICE Judge Edward Dav / From: Janie Tracking Number: 776176398796	13.76
Courier - Fedex	9/24/2019	FEDEX - To: CLERKS OFFICE Judge Edward Dav / From: Janie Tracking Number: 776327620224	13.76
Courier - Fedex	10/10/2019	FEDEX - To: Forrest E Miller	24.53
Courier - Fedex	10/10/2019	FEDEX - To: Anne Shen Smith	28.49
Courier - Fedex	10/10/2019	FEDEX - To: Benito Minicucci	25.17
Courier - Fedex	10/10/2019	FEDEX - To: Barbara L Rambo	28.49
Courier - Fedex	10/10/2019	FEDEX - To: Eric D Mullins	22.32
Courier - Fedex	10/10/2019	FEDEX - To: / From: Jamie Fell	25.64
Courier - Fedex	10/10/2019	FEDEX - To: Lewis Chew	17.14
Courier - Fedex	10/10/2019	FEDEX - To: Maryellen C Herringer	17.14
Courier - Fedex	10/10/2019	FEDEX - To: Jeh C Johnson	15.15
Courier - Fedex	10/10/2019	FEDEX - To: Richard A Meserve	18.47
Courier - Fedex	10/10/2019	FEDEX - To: Rosendo G Parra	17.84
Courier - Fedex	10/10/2019	FEDEX - To: Barry L Williams	17.14
Postage	10/11/2019	From: Fell, Jamie To: JAMIE FELL - Express Mail (Flat Rate Envelope) - Commercial	22.68
Courier - Fedex	10/11/2019	FEDEX - To: Jamie Fell / From: Eric D Mullins	14.82
Courier - Fedex	10/11/2019	FEDEX - To: Jamie Fell / From: / 003192-0001	16.15
Courier - Fedex	10/11/2019	FEDEX - To: Barbara L Rambo	22.55
Courier - Fedex	10/11/2019	FEDEX - To: Jamie Fell / From: / 003192-0001	15.52
Courier - Fedex	10/11/2019	FEDEX - To: Jamie Fell / From: / 003192-0001	14.82
Courier - Fedex	10/11/2019	FEDEX - To: Jamie Fell	15.52
Courier - Fedex	10/11/2019	FEDEX - To: Roger H Kimmel	27.09
Courier - Fedex	10/11/2019	FEDEX - To: Richard C Kelly	17.14
Courier - Fedex	10/12/2019	FEDEX - To: Jamie Fell / From: Barry L Williams	16.15
Courier - Fedex	10/14/2019	FEDEX - To: Jamie Fell / From: / 003192-0001	16.08
Courier - Fedex	10/14/2019	FEDEX - To: RICHARD C KELLY	27.79

1	Courier - Fedex	10/14/2019	FEDEX - To: Jamie Fell / From: Maryellen C Herringer	16.08
2	Courier - Fedex	10/15/2019	FEDEX - To: Jamie Fell / From: Roger H Kimmel	14.76
3	Courier - Fedex	10/15/2019	FEDEX - To: Jamie Fell / From: Richard A Meserve	14.76
4	Courier - Fedex	10/15/2019	FEDEX - To: Jamie Fell / From: Lewis Chew	16.08
5	Courier - Fedex	10/15/2019	FEDEX - To: Jamie Fell / From: Lewis Chew	16.08
6	Courier - Fedex	10/18/2019	FEDEX - To: JAMIE FELL	61.81
7	Postage	10/18/2019	From: Fell, Jamie To: JAMIE FELL - 1st Class Flat SIMPSON THACHER & BARTLETT LLP 425 LEXINGTON AVENUE NEW YORK NY 10017	1.30
8				
9	Postage	10/18/2019	From: Fell, Jamie To: JAMIE FELL - 1st Class Flat SIMPSON THACHER & BARTLETT LLP 425 LEXINGTON AVENUE NEW YORK NY 10017	32.50
10				
11				
12	Courier - Fedex	11/15/2019	FEDEX - To: Kristine M Schmidt / From: Nicholas Goldin Tracking Number: 778062381669	83.73
13				
14	Delivery services/messengers	11/27/2019	WORLD COURIER INC. - Delivery services/messengers: - ( JOB# 5639 HWB# 7368874 ON 11/17/19 ). - DOCUMENTS SHIPPED TO: KRISTINE M SCHMIDT 4117 ETON CIRCLE WINDSOR, WI 53598	444.50
15				
16				
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18	Courier - Fedex	12/9/2019	FEDEX - To: Jamie Fell / From: / 002658-0002 Tracking Number: 795777660527	14.76
19	Courier - Fedex	12/9/2019	FEDEX - To: Jamie Fell / From: / 002658-0002 Tracking Number: 795777661096	14.76
20	<b>Duplicating</b>			
21	Print from Email	9/19/2019	Print from Email: New York Campbell, Eamonn W.	74.80
22				
23	Print from email, color	9/19/2019	Print from email, color: New York Campbell, Eamonn W.	20.52
24	OCR	9/20/2019	OCR: New York Isaacman, Jennifer	26.94
25	Print from Email	9/25/2019	Print from Email: New York Campbell, Eamonn W.	13.00
26	Copying	10/16/2019	Duplicating Charges: Uniflow B&W	0.40
27				
28				

1	Color Copies 8.5x11	10/16/2019	Color Copies 8.5x11 Duplicating Charges: Uniflow Color	0.45
2	Copying	10/16/2019	Duplicating Charges: Uniflow B&W	0.50
3	Copying	10/16/2019	Duplicating Charges: Uniflow B&W	0.30
4	Copying	10/16/2019	Duplicating Charges: Uniflow B&W	0.40
5	Copying	10/16/2019	Duplicating Charges: Uniflow B&W	0.30
6	Color Copies 8.5x11	10/16/2019	Color Copies 8.5x11 Duplicating Charges: Uniflow Color	0.45
7	Copying	10/16/2019	Duplicating Charges: Uniflow B&W	0.50
8	Copying	10/21/2019	Duplicating Charges: Uniflow B&W	0.40
9	Copying	10/21/2019	Duplicating Charges: Uniflow B&W	0.40
10	Print from Email	11/1/2019	Print from Email: New York Campbell, Eamonn W.	16.70
11	Print from Email	12/2/2019	Print from Email: New York Isaacman, Jennifer	82.70
12	Print from email, color	12/2/2019	Print from email, color: New York Isaacman, Jennifer	0.72
13	Print from Email	12/11/2019	Print from Email: New York Campbell, Eamonn W.	2.20
14	Print from email, color	12/16/2019	Print from email, color: New York Gottlieb, Yosef Dov	12.96
15	Print from Email	12/24/2019	Print from Email: New York Campbell, Eamonn W.	6.20
16	<b>Phone &amp; Conferencing</b>			
17	Telephone	8/2/2019	LOOP UP LLC - Loopup-2019-08-02-15851-SC0146-Rebecca Sussman's Meeting Room Moderated By: 15851	3.64
18	Telephone	8/2/2019	LOOP UP LLC - Loopup-2019-08-02-15786-SC0151-Erica Egenes' Meeting Room Moderated By: 15786	2.66
19	Telephone	8/2/2019	LOOP UP LLC - Loopup-2019-08-02-16904-SC0295-Michael Torkin's Meeting Room Moderated By: 16904	24.99
20	Telephone	8/3/2019	LOOP UP LLC - Loopup-2019-08-03-00905-SC0319-Mario Ponce's Meeting Room Moderated By: 00905	3.21
21	Telephone	8/3/2019	LOOP UP LLC - Loopup-2019-08-03-15406-SC0323-Jeff Levine's Meeting Room Moderated By: 15406	27.59
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1	Telephone	8/3/2019	LOOP UP LLC - Loopup-2019-08-03-15406-SC0325- Jeff Levine's Conference Room Moderated By: 15406	7.55
2				
3	Telephone	8/4/2019	LOOP UP LLC - Loopup-2019-08-04-15786-SC0337- Erica Egenes' Meeting Room Moderated By: 15786	3.49
4				
5	Telephone	8/5/2019	LOOP UP LLC - Loopup-2019-08-05-15786-SC0365- Erica Egenes' Meeting Room Moderated By: 15786	4.58
6				
7	Telephone	8/5/2019	LOOP UP LLC - Loopup-2019-08-05-15786-SC0360- Erica Egenes' Meeting Room Moderated By: 15786	0.05
8				
9	Telephone	8/7/2019	LOOP UP LLC - Loopup-2019-08-07-01239-SC0716- Andy Frankel's Meeting Room Moderated By: 01239	0.05
10				
11	Telephone	8/7/2019	LOOP UP LLC - Loopup-2019-08-07-01239-SC0774- Andy Frankel's Meeting Room Moderated By: 01239	33.11
12				
13	Telephone	8/8/2019	LOOP UP LLC - Loopup-2019-08-08-15851-SC0868- Rebecca Sussman's Meeting Room Moderated By: 15851	1.09
14				
15	Telephone	8/10/2019	LOOP UP LLC - Loopup-2019-08-10-15786-SC1086- Erica Egenes' Meeting Room Moderated By: 15786	6.72
16				
17	Telephone	8/12/2019	LOOP UP LLC - Loopup-2019-08-12-15786-SC1166- Erica Egenes' Meeting Room Moderated By: 15786	25.21
18				
19	Telephone	8/12/2019	NICHOLAS GOLDIN - Telephone; Wifi American Express: ALASKA WIFI BY GOGO 877-350-0038 IL American Express: ALASKA WIFI BY GOGO 877-350- 0038 IL Aug 12, 2019; Nicholas Goldin.	20.00
20				
21	Telephone	8/14/2019	LOOP UP LLC - Loopup-2019-08-14-15851-SC1465- Rebecca Sussman's Meeting Room Moderated By: 15851	7.91
22				
23	Telephone	8/14/2019	LOOP UP LLC - Telephone Loopup-2019-08-14-00905- SC1437-Mario Ponce's Meeting Room Moderated By: 00905	1.53
24				
25	Telephone	8/15/2019	LOOP UP LLC - Loopup-2019-08-15-15406-SC1594- Jeff Levine's Meeting Room Moderated By: 15406	25.93
26				
27				
28				



1	Telephone	8/19/2019	LOOP UP LLC - Loopup-2019-08-19-15786-SC1882- Erica Egenes' Meeting Room Moderated By: 15786	2.19
2				
3	Telephone	8/19/2019	LOOP UP LLC - Loopup-2019-08-19-15786-SC1884- Erica Egenes' Meeting Room Moderated By: 15786	50.50
4				
5	Telephone	8/20/2019	LOOP UP LLC - Loopup-2019-08-20-15786-SC2020- Erica's Meeting Room Moderated By: 15786	7.60
6				
7	Telephone	8/21/2019	LOOP UP LLC - Loopup-2019-08-21-15851-SC2114- Rebecca Sussman's Meeting Room Moderated By: 15851	2.66
8				
9	Telephone	8/21/2019	LOOP UP LLC - Loopup-2019-08-21-16904-SC2235- Michael Torkin's Meeting Room Moderated By: 16904	5.26
10				
11	Telephone	8/22/2019	LOOP UP LLC - Loopup-2019-08-22-15851-SC2403- Rebecca Sussman's Meeting Room Moderated By: 15851	3.74
12				
13	Telephone	8/22/2019	LOOP UP LLC - Loopup-2019-08-22-15786-SC2399- Erica Egenes' Meeting Room Moderated By: 15786	14.71
14				
15	Telephone	8/22/2019	LOOP UP LLC - Loopup-2019-08-22-15786-SC2358- Erica Egenes' Meeting Room Moderated By: 15786	11.82
16				
17	Telephone	8/24/2019	LOOP UP LLC - Loopup-2019-08-24-15786-SC2536- PGE Meeting Room Moderated By: 15786	27.96
18				
19	Telephone	8/25/2019	LOOP UP LLC - Loopup-2019-08-25-15786-SC2545- PGE Meeting Room Moderated By: 15786	5.06
20				
21	Telephone	8/25/2019	LOOP UP LLC - Loopup-2019-08-25-15786-SC2543- PGE Meeting Room Moderated By: 15786	14.94
22				
23	Telephone	8/26/2019	LOOP UP LLC - Loopup-2019-08-26-15786-SC2593- PGE Meeting Room Moderated By: 15786	56.59
24				
25	Telephone	8/29/2019	LOOP UP LLC - Telephone Loopup-2019-08-29-01335- SC3108-Paul Curnin's Meeting Room Moderated By: 01335	6.87
26				
27				
28				

1	Telephone	8/30/2019	LOOP UP LLC - Loopup-2019-08-30-15786-SC3176-PGE Meeting Room Moderated By: 15786	0.16
2				
3	Telephone	8/30/2019	LOOP UP LLC - Loopup-2019-08-30-15786-SC3169-PGE Meeting Room Moderated By: 15786	11.56
4				
5	Telephone	8/31/2019	LOOP UP LLC - Loopup-2019-08-31-15786-SC3219-PGE Meeting Room Moderated By: 15786	55.08
6				
7	Telephone	9/1/2019	LOOP UP LLC - Loopup-2019-09-01-15834-SC0004-STB Meeting Room Moderated By: 15834	40.19
8				
9	Telephone	9/1/2019	LOOP UP LLC - Loopup-2019-09-01-15786-SC0008-PGE Meeting Room Moderated By: 15786	40.82
10				
11	Telephone	9/2/2019	LOOP UP LLC - Loopup-2019-09-02-15786-SC0012-PGE Meeting Room Moderated By: 15786	5.41
12				
13	Telephone	9/4/2019	LOOP UP LLC - Loopup-2019-09-04-14336-SC0289-Rachel Sparks Bradley's Meeting Room Moderated By: 14336	0.05
14				
15	Telephone	9/4/2019	LOOP UP LLC - Loopup-2019-09-04-14336-SC0329-Rachel Sparks Bradley's Meeting Room Moderated By: 14336	8.89
16				
17	Telephone	9/4/2019	LOOP UP LLC - Loopup-2019-09-04-15786-SC0267-PGE Meeting Room Moderated By: 15786	19.81
18				
19	Telephone	9/5/2019	LOOP UP LLC - Loopup-2019-09-05-14336-SC0428-Rachel Sparks Bradley's Meeting Room Moderated By: 14336	10.77
20				
21	Telephone	9/5/2019	LOOP UP LLC - Loopup-2019-09-05-15406-SC0465-Jeff Levine's Meeting Room Moderated By: 15406	13.54
22				
23	Telephone	9/6/2019	LOOP UP LLC - Telephone Loopup-2019-09-06-00905-SC0540-Mario Ponce's Meeting Room Moderated By: 00905	11.43
24				
25	Telephone	9/6/2019	LOOP UP LLC - Loopup-2019-09-06-11862-SC0684-Ravi Purushotham's Meeting Room Moderated By: 11862	0.11
26				
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1	Telephone	9/6/2019	LOOP UP LLC - Loopup-2019-09-06-11862-SC0693-Ravi Purushotham's Meeting Room Moderated By: 11862	0.36
2				
3	Telephone	9/9/2019	LOOP UP LLC - Loopup-2019-09-09-14336-SC0872-Rachel Sparks Bradley's Meeting Room Moderated By: 14336	2.08
4				
5	Telephone	9/13/2019	LOOP UP LLC - Loopup-2019-09-13-11862-SC1438-Ravi Purushotham's Meeting Room Moderated By: 11862	0.31
6				
7	Telephone	9/16/2019	LOOP UP LLC - Telephone Loopup-2019-09-16-00905-SC1740-Mario Ponce's Meeting Room Moderated By: 00905	2.65
8				
9	Telephone	9/19/2019	LOOP UP LLC - Loopup-2019-09-19-16743-SC2181-Jacob Lundqvist's Meeting Room Moderated By: 16743	3.23
10				
11	Telephone	9/22/2019	LOOP UP LLC - Loopup-2019-09-22-15361-SC2489-Eamonn Campbell's Meeting Room Moderated By: 15361	1.72
12	Conference Room Services	9/23/2019	Breakfast	17.15
13	Conference Room Services	9/23/2019	Breakfast	30.87
14	Conference Room Services	9/23/2019	Breakfast	45.73
15	Telephone	9/24/2019	LOOP UP LLC - Telephone Loopup-2019-09-24-00905-SC2745-Mario Ponce's Meeting Room Moderated By: 00905	1.97
16				
17	Telephone	9/27/2019	LOOP UP LLC - Loopup-2019-09-27-14336-SC3219-Rachel Sparks Bradley's Meeting Room Moderated By: 14336	11.61
18				
19	Telephone	10/10/2019	LOOP UP LLC - Loopup-2019-10-10-00345-SC1254-Kathrine McLendon's Meeting Room Moderated By: 00345	1.48
20				
21	Telephone	10/16/2019	LOOP UP LLC - Loopup-2019-10-16-00905-SC2007-Mario Ponce's Meeting Room Moderated By: 00905	4.56
22				
23	Court Call	9/27/2019	COURTCALL LLC - Court Call Telephonic court appearance re: PG&E Corporation/19-30088 (ALL)	117.50
24				
25	Court Call	10/7/2019	COURTCALL LLC - Court Call Telephonic court appearance re: PG& E Corporation/19-30088	140.00
26				
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1	Court Call	10/8/2019	COURTCALL LLC - Court Call Telephonic court appearance re: PG&E Corporation/19-30088 Richard Barrera	132.50
2				
3	Court Call	10/8/2019	COURTCALL LLC - Court Call Telephonic court appearance re: PG&E Corporation/19-30088	132.50
4				
5	Court Call	10/8/2019	COURTCALL LLC - Court Call Telephonic court appearance re: PG&E Corporation/19-30088	42.50
6				
7	Court Call	10/24/2019	COURTCALL LLC - Court Call Telephonic Court Appearance re: PG&E Corporation/19-30088	155.00
8				
9	Court Call	10/24/2019	COURTCALL LLC - Court Call Telephonic Court Appearance re: PG&E Corporation/19-30088	147.50
10				
11	Court Call	10/24/2019	COURTCALL LLC - Court Call Telephonic Court Appearance re: PG&E Corporation/19-30088	147.50
12				
13	Court Call	12/6/2019	COURTCALL LLC - Court Call Telephonic court appearance re: PG&E Corporation/19-30088	95.00
14				
15	Court Call	12/17/2019	COURTCALL LLC - Court Call Telephonic court appearance re: PG&E Corporation/19-30088 (ALL)	35.00
16				
17	Court Call	12/19/2019	COURTCALL LLC - Court Call Telephonic court appearance re: PG&E Corporation/19-30088 (ALL)	222.50
18	<b>Court Fees</b>			
19	Court fees	9/19/2019	PETTY CASH - Court fees - Obtained Cert. of Good Standings from Appellate Division Second Department	5.50
20				
21	Court fees	9/24/2019	JANIE FRANKLIN - Court Fees; Pro Hac Vice filing fee for Nicholas Goldin American Express: US DISTRICT COURT ND SAN FRANCISCO CA American Express: US DISTRICT COURT ND SAN FRANCISCO CA Sep 24, 2019; Janie Franklin.	310.00
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1	Court fees	9/24/2019	JANIE FRANKLIN - Court Fees; Pro Hac Vice filing fee for Rachel Sparks Bradley. American Express: US DISTRICT COURT ND SAN FRANCISCO CA American Express: US DISTRICT COURT ND SAN FRANCISCO CA Sep 24, 2019; Janie Franklin.	310.00
2				
3				
4				
5	Court fees	9/24/2019	JANIE FRANKLIN - Court Fees; Pro Hac Vice filing fee for Paul Curnin American Express: US DISTRICT COURT ND SAN FRANCISCO CA American Express: US DISTRICT COURT ND SAN FRANCISCO CA Sep 24, 2019; Janie Franklin.	310.00
6				
7				
8				
9	<b>TOTAL</b>			<b>\$73,689.50</b>
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Simpson Thacher & Bartlett LLP  
 425 Lexington Ave  
 New York, NY 10017

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# EXHIBIT F

# PEER MONITOR

INSIGHT. ADVANTAGE. COMPETITIVE INTELLIGENCE.

## PUBLIC RATES

In a time when the legal market continues to face fluctuating demand and challenges containing expenses, it's critical that your firm stays on top of the latest billing trends and maintains fair, competitive rates while maximizing revenue.

### Take Action to Inform Your Firm

**Public Rates** is a dynamic, web-based billing rate service that gives you anytime access to accurate, court reported, hourly rate data, with details drilling down to the named timekeeper.

It empowers you to quickly and easily slice and analyze rates across user-selected combinations of various attributes, sort targeted record results, view quartile and median rates for searched data, and more.

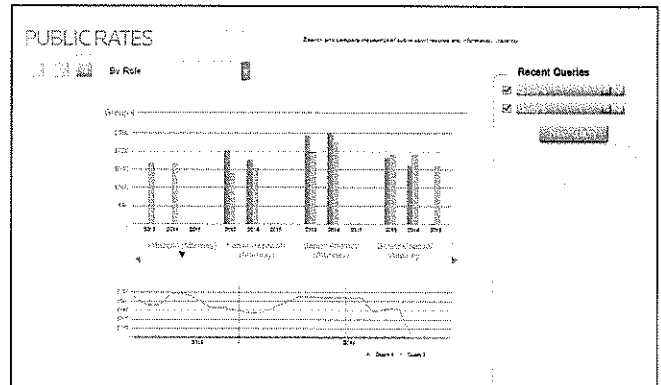
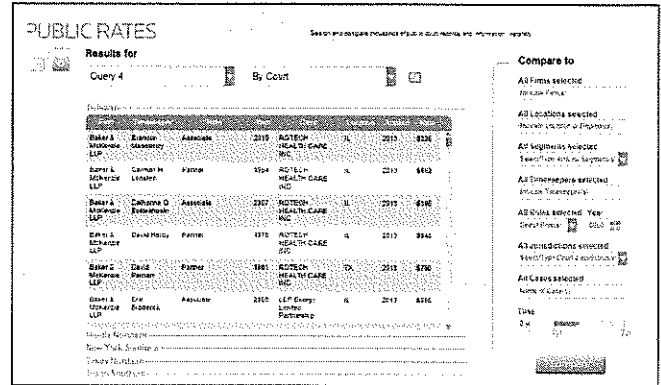
### Then Take Your Rate Analysis One Step Further

As efficient as it is intuitive, **Public Rates** offers deeper billing evaluation with query comparison that allows for firm-to-firm, case-to-case, or even person-to-person rate examination.

What's more, you can quickly and easily find critical insights with features such as click sorting, query naming, and auto-saved search history.

### Use Public Rates to:

- Determine optimal rates and profit opportunities
- Justify rates submitted to courts on fee applications
- Track lawyer performance
- Get pricing transparency in the marketplace



### Get Critical, Actionable Data

Search reported hourly rates by:

- Timekeeper
- Year of admission
- Firm
- Segment
- Location
- Jurisdiction
- Role
- Year of filing
- Case
- Historical records as far back as 7 years

Learn more at [legalsolutions.com/peer-monitor](https://legalsolutions.com/peer-monitor)

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<b>California Rates (January–May 2018)</b>
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Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	David M. Nemecek	Kirkland & Ellis LLP	2003	2003	CA	\$1,395	2.4	\$3,348.00
Partner	Leslie A. Plaskon	Paul Hastings LLP	1988	1988	CA	\$1,275	260	\$331,500.00
Partner	Thomas B. Walper	Munger Tolles & Olson LLC	1980	1980	CA	\$1,225	166.7	\$204,207.50
Partner	Jeffrey B Greenberg	Latham & Watkins LLP	1996	1996	CA	\$1,175	3.3	\$3,877.50
Partner	Mark E. McKane	Kirkland & Ellis LLP	1997	1997	CA	\$1,175	79.1	\$92,942.50
Partner	Paul D Tanaka	Kirkland & Ellis LLP	2003	2003	CA	\$1,145	1.1	\$1,259.50
Partner	Annie Kim	Proskauer Rose LLP	2004	2004	CA	\$1,125	22.1	\$24,862.50
Partner	Jonathan Benloulou	Proskauer Rose LLP	2006	2006	CA	\$1,125	2.9	\$3,262.50
Partner	Robert J Frances	Latham & Watkins LLP	2001	2001	CA	\$1,125	1.7	\$1,912.50
Partner	Dean A. Ziehl	Pachulski Stang Ziehl Young Jones &	1978	1978	CA	\$1,050	73.3	\$76,965.00
Partner	James I. Stang	Pachulski Stang Ziehl Young Jones &	1980	1980	CA	\$1,050	111.4	\$116,970.00
Partner	Alan J. Kornfeld	Pachulski Stang Ziehl Young Jones &	1987	1987	CA	\$1,025	78.9	\$80,872.50
Partner	Stephen D. Rose	Munger Tolles & Olson LLC	1991	1991	CA	\$1,025	63.9	\$65,497.50
Partner	Unger Sean	Paul Hastings LLP	2004	2004	CA	\$1,025	103.2	\$105,780.00
Partner	Stefanie I Gitler	Kirkland & Ellis LLP	2009	2009	CA	\$995	225.1	\$223,974.50
Partner	Tate Eric A.	Morrison & Foerster LLP	1995	1995	CA	\$990	0.3	\$297.00
Partner	Michael Esser	Kirkland & Ellis LLP	2009	2009	CA	\$965	542.6	\$523,609.00
Associate	Campbell Gavin	Kirkland & Ellis LLP	2012	2012	CA	\$950	227.7	\$216,315.00
Partner	David M. Bertenthal	Pachulski Stang Ziehl Young Jones &	1993	1989	CA	\$950	107.7	\$102,315.00
Associate	Olsen Katrina	Kirkland & Ellis LLP	2014	2014	CA	\$950	4.6	\$4,370.00
Partner	Janie F. Schulman	Morrison & Foerster LLP	1987	1987	CA	\$925	0.2	\$185.00
Associate	Jacob Johnston	Kirkland & Ellis LLP	2013	2013	CA	\$905	5	\$4,525.00
Partner	Kenneth H. Brown	Pachulski Stang Ziehl Young Jones &	1981	1977	CA	\$895	5.9	\$5,280.50
Partner	Kevin S. Allred	Munger Tolles & Olson LLC	1986	1986	CA	\$875	209.7	\$183,487.50
Partner	Knudsen Erik G.	Morrison & Foerster LLP	2007	2007	CA	\$875	269.4	\$235,725.00
Counsel	Adam Lin	Orrick, Herrington & Sutcliffe LLP	2004	2004	CA	\$850	3	\$2,550.00
Associate	Austin Klar	Kirkland & Ellis LLP	2013	2013	CA	\$845	173	\$146,185.00
Associate	Michael Saretsky	Kirkland & Ellis LLP	2015	2015	CA	\$835	237.2	\$198,062.00
Of Counsel	Harry D. Hochman	Pachulski Stang Ziehl Young Jones &	1987	1987	CA	\$825	69.1	\$57,007.50
Of Counsel	Lloyd W. Aubry	Morrison & Foerster LLP	1975	1975	CA	\$825	1.6	\$1,320.00
Partner	Seth Goldman	Munger Tolles & Olson LLC	2002	2002	CA	\$825	260.5	\$214,912.50
Of Counsel	Victoria A. Newmark	Pachulski Stang Ziehl Young Jones &	1996	1996	CA	\$825	1.6	\$1,320.00
Of Counsel	Yana S. Johnson	Morrison & Foerster LLP	1999	1999	CA	\$825	3.2	\$2,640.00
Associate	Austin Klar	Kirkland & Ellis LLP	2013	2013	CA	\$810	23.3	\$18,873.00
Associate	Cynthia Castillo	Kirkland & Ellis LLP	2015	2015	CA	\$810	178.8	\$144,828.00
Associate	Kevin Chang	Kirkland & Ellis LLP	2014	2014	CA	\$810	8.4	\$6,804.00
Of Counsel	Nardali Ali U.	Morrison & Foerster LLP	2008	2008	CA	\$795	4.4	\$3,498.00
Associate	Ramin Montazeri	Latham & Watkins LLP	2016	2016	CA	\$795	10.9	\$8,665.50
Associate	Lee Muhyung	Proskauer Rose LLP	2015	2015	CA	\$780	37.5	\$29,250.00
Of Counsel	Jeffrey L. Kandell	Pachulski Stang Ziehl Young Jones &	1984	1984	CA	\$750	10.7	\$8,025.00
Of Counsel	Bradley R. Schneider	Munger Tolles & Olson LLC	2004	2004	CA	\$735	88.9	\$65,341.50
Associate	Curtis Kelly M	Proskauer Rose LLP	2016	2016	CA	\$730	39.6	\$28,908.00
Associate	Cynthia Castillo	Kirkland & Ellis LLP	2015	2015	CA	\$725	30.3	\$21,967.50
Associate	Joanna A Gorska	Latham & Watkins LLP	2014	2014	CA	\$725	2.4	\$1,740.00
Counsel	Elissa A. Wagner	Pachulski Stang Ziehl Young Jones &	2001	2001	CA	\$695	5	\$3,475.00
Associate	Benjamin Butterfield	Morrison & Foerster LLP	2014	2014	CA	\$660	883.2	\$582,912.00
Partner	David M. Eaton	Kilpatrick Townsend & Stockton LLP	1996	1996	CA	\$660	5.3	\$3,498.00
Associate	Ankur Sharma	Kirkland & Ellis LLP	2016	2016	CA	\$645	16.4	\$10,578.00
Associate	Maxwell Coll	Kirkland & Ellis LLP	2016	2016	CA	\$630	15	\$9,450.00
Associate	Brashears Travis C	Proskauer Rose LLP	2016	2016	CA	\$595	8.3	\$4,938.50
Associate	Sadeghi Sam	Paul Hastings LLP	2016	2016	CA	\$585	22.9	\$13,396.50
Associate	Jenny Pierce	Kirkland & Ellis LLP	2016	2016	CA	\$555	1.2	\$666.00
Associate	Meg A Webb	Kirkland & Ellis LLP	2017	2017	CA	\$555	1.4	\$777.00



Associate	Peter E. Boos	Munger Tolles & Olson LLC	2014	2014	CA	\$550	88.05	\$48,427.50
Associate	Floyd Amani Solange	Morrison & Foerster LLP	2014	2014	CA	\$540	3.9	\$2,106.00
Associate	Glock Jana	Morrison & Foerster LLP	2015	2015	CA	\$540	22.2	\$11,988.00
Associate	Kerry C. Jones	Morrison & Foerster LLP	2014	2014	CA	\$540	11.5	\$6,210.00
Associate	Roumiantseva Dina	Morrison & Foerster LLP	2014	2014	CA	\$540	5	\$2,700.00
Associate	Scheinok Brittany	Morrison & Foerster LLP	2015	2015	CA	\$485	27.2	\$13,192.00
Associate	Coleman Matthew	Ropes & Gray LLP	2014	2014	CA	\$450	2.5	\$1,125.00
Associate	Tobyn Yael Aaron	Morrison & Foerster LLP	2016	2016	CA	\$435	26.4	\$11,484.00

<b>California Rates (June–December 2018)</b>
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Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	Kenneth Klee	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1974	CA	\$1,475	46.4	\$68,440.00
Partner	Eric Reimer	Milbank Tweed Hadley & McCloy LLP	1987	1987	CA	\$1,465	7.9	\$11,573.50
Partner	Gregory A. Bray	Milbank Tweed Hadley & McCloy LLP	1984	1984	CA	\$1,465	234.1	\$342,956.50
Partner	Madden P.C. Rick C	Kirkland & Ellis LLP	1995	1995	CA	\$1,445	31.2	\$45,084.00
Partner	David M. Nemecek	Kirkland & Ellis LLP	2003	2003	CA	\$1,395	2.4	\$3,348.00
Partner	Browning P.C. Marc D	Kirkland & Ellis LLP	1998	1998	CA	\$1,375	4.2	\$5,775.00
Partner	Isaac M Pachulski	Pachulski Stang Ziehl Young Jones &	2014	2014	CA	\$1,295	0.7	\$906.50
Partner	Walker Elizabeth W	Sidley Austin LLP	1984	1984	CA	\$1,250	3.7	\$4,625.00
Partner	David Stern	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	\$1,245	67.4	\$83,913.00
Partner	Michael Tuchin	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	\$1,245	191.1	\$237,919.50
Partner	Richard M. Pachulski	Pachulski Stang Ziehl Young Jones &	1979	1979	CA	\$1,245	274.7	\$342,001.50
Partner	Dennis Arnold	Gibson Dunn & Crutcher, LLP	1976	1975	CA	\$1,210	65.2	\$78,892.00
Partner	Cromwell Montgomery	Gibson Dunn & Crutcher, LLP	1997	1997	CA	\$1,205	0.9	\$1,084.50
Partner	Oscar Garza	Gibson Dunn & Crutcher, LLP	1990	1990	CA	\$1,205	116.1	\$139,900.50
Partner	Austin V Schwing	Gibson Dunn & Crutcher, LLP	2000	2000	CA	\$1,155	0.7	\$808.50
Partner	Douglas Michael Fuchs	Gibson Dunn & Crutcher, LLP	2007	2007	CA	\$1,155	53.5	\$61,792.50
Partner	Annie Kim	Proskauer Rose LLP	2004	2004	CA	\$1,125	11.6	\$13,050.00
Partner	Jonathan Benloulou	Proskauer Rose LLP	2006	2006	CA	\$1,125	2.9	\$3,262.50
Partner	James I. Stang	Pachulski Stang Ziehl Young Jones &	1980	1980	CA	\$1,095	63.4	\$69,423.00
Partner	Farshad E. More	Gibson Dunn & Crutcher, LLP	2003	2003	CA	\$1,080	0.8	\$864.00
Partner	Jesse I. Shapiro	Gibson Dunn & Crutcher, LLP	2000	2000	CA	\$1,080	10.9	\$11,772.00
Partner	David Fidler	Klee, Tuchin, Bogdanoff & Stern, LLP	1998	1997	CA	\$1,075	237.9	\$255,742.50
Special	Brian Stern	Milbank Tweed Hadley & McCloy LLP	2003	2003	CA	\$1,065	7.5	\$7,987.50
Special	Haig Maghakian	Milbank Tweed Hadley & McCloy LLP	2002	2002	CA	\$1,065	264.8	\$282,012.00
Partner	Jesse A. Cripps Jr.	Gibson Dunn & Crutcher, LLP	2011	2011	CA	\$1,045	16.2	\$16,929.00
Partner	Mehta Anjna	Kirkland & Ellis LLP	2000	2000	CA	\$1,045	10.9	\$11,390.50
Of Counsel	Rehta J. Gruber	Pachulski Stang Ziehl Young Jones &	1982	1982	CA	\$1,025	9.1	\$9,327.50
Partner	Samuel Newman	Gibson Dunn & Crutcher, LLP	2001	2001	CA	\$1,010	326.5	\$329,765.00
Partner	Debra I. Grassgreen	Pachulski Stang Ziehl Young Jones &	1992	1992	CA	\$995	15.7	\$15,621.50
Associate	Jessica Dombroff	Milbank Tweed Hadley & McCloy LLP	2009	2009	CA	\$995	13.3	\$13,233.50
Partner	Katherine V.A Smith	Gibson Dunn & Crutcher, LLP	2015	2015	CA	\$995	0.6	\$597.00
Partner	Matthew B Dubeck	Gibson Dunn & Crutcher, LLP	2017	2017	CA	\$995	44.1	\$43,879.50
Partner	Robert J. Pfister	Klee, Tuchin, Bogdanoff & Stern, LLP	2001	2001	CA	\$995	123.3	\$122,683.50
Partner	David M. Bertenthal	Pachulski Stang Ziehl Young Jones &	1993	1989	CA	\$975	6.5	\$6,337.50
Partner	Jeffrey N. Pomerantz	Pachulski Stang Ziehl Young Jones &	1989	1989	CA	\$975	66.5	\$64,837.50
Associate	Campbell Gavin	Kirkland & Ellis LLP	2012	2012	CA	\$950	336.5	\$319,675.00
Partner	Henry C. Kevane	Pachulski Stang Ziehl Young Jones &	1986	1986	CA	\$950	4.8	\$4,560.00
Associate	Olsen Katrina	Kirkland & Ellis LLP	2014	2014	CA	\$950	4.6	\$4,370.00
Partner	Stanley E. Goldich	Pachulski Stang Ziehl Young Jones &	1980	1980	CA	\$925	7	\$6,475.00
Associate	Najeh Baharun	Milbank Tweed Hadley & McCloy LLP	2013	2013	CA	\$910	28.3	\$25,753.00
Partner	David M. Guess	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	\$895	84.5	\$75,627.50
Partner	Maria Sountas	Klee, Tuchin, Bogdanoff & Stern, LLP	2006	2006	CA	\$895	23.2	\$20,764.00
Partner	Whitman L. Holt	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	\$895	54.7	\$48,956.50
Associate	Allison Balick	Gibson Dunn & Crutcher, LLP	2009	2009	CA	\$875	5.4	\$4,725.00
Associate	Caldon Brendan W	Kirkland & Ellis LLP	2007	2007	CA	\$875	1.5	\$1,312.50
Associate	Daniel B. Denny	Gibson Dunn & Crutcher, LLP	2005	2005	CA	\$875	436.1	\$381,587.50
Associate	Douglas G. Levin	Gibson Dunn & Crutcher, LLP	2009	2009	CA	\$875	205.2	\$179,550.00
Associate	Genevieve G. Weiner	Gibson Dunn & Crutcher, LLP	2007	2007	CA	\$875	93.7	\$81,987.50
Partner	Maxim B. Litvak	Pachulski Stang Ziehl Young Jones &	1997	1997	CA	\$875	89.6	\$78,400.00
Associate	Melissa Leigh Barshop	Gibson Dunn & Crutcher, LLP	2006	2006	CA	\$875	5	\$4,375.00
Associate	Jonathan Schaefer	Gibson Dunn & Crutcher, LLP	2016	2016	CA	\$860	1.9	\$1,634.00
Partner	Joshua M. Fried	Pachulski Stang Ziehl Young Jones &	1995	1995	CA	\$850	74.1	\$62,985.00
Of Counsel	Guruie Julian I	Klee, Tuchin, Bogdanoff & Stern, LLP	2007	2007	CA	\$825	39.3	\$32,422.50

Associate	Ian T. Long	Gibson Dunn & Crutcher, LLP	2015	2015 CA	\$820	140	\$114,800.00
Associate	Goldberg Zachary	Milbank Tweed Hadley & McCloy LLP	2016	2016 CA	\$790	162.4	\$128,296.00
Associate	Lee Muhyung	Proskauer Rose LLP	2015	2015 CA	\$780	28.2	\$21,996.00
Partner	Jamie L. Edmonson	Venable LLP	1996	1996 CA	\$765	180.3	\$137,929.50
Associate	Tiffany X. Phan	Gibson Dunn & Crutcher, LLP	2013	2013 CA	\$760	8.7	\$6,612.00
Of Counsel	Erin Gray	Pachulski Stang Ziehl Young Jones &	1992	1991 CA	\$750	9.9	\$7,425.00
Partner	Justin D. Yi	Klee, Tuchin, Bogdanoff & Stern, LLP	2009	2009 CA	\$750	3.9	\$2,925.00
Associate	Chapple Catherine L.	Morrison & Foerster LLP	2012	2012 CA	\$725	4	\$2,900.00
Associate	Jonathan M. Weiss	Klee, Tuchin, Bogdanoff & Stern, LLP	2012	2012 CA	\$725	195.4	\$141,665.00
Of Counsel	William Ramseyer	Pachulski Stang Ziehl Young Jones &	1980	1980 CA	\$725	18.8	\$13,630.00
Associate	Sarah A. Carnes	Cooley LLP	2014	2014 CA	\$710	146.1	\$103,731.00
Associate	Latta R T	Jones Day	2011	2011 CA	\$700	194.5	\$136,150.00
Associate	Samuel M. Kidder	Klee, Tuchin, Bogdanoff & Stern, LLP	2012	2012 CA	\$675	88.6	\$59,805.00
Associate	Thomas H Alexander	Gibson Dunn & Crutcher, LLP	2015	2015 CA	\$660	23.7	\$15,642.00
Associate	Sasha M. Gurvitz	Klee, Tuchin, Bogdanoff & Stern, LLP	2014	2014 CA	\$625	114.9	\$71,812.50
Associate	Robert J. Smith	Klee, Tuchin, Bogdanoff & Stern, LLP	2016	2016 CA	\$600	35.8	\$21,480.00
Associate	Brashears Travis C	Proskauer Rose LLP	2016	2016 CA	\$595	8.3	\$4,938.50
Associate	Matthew S Coe-Odess	Gibson Dunn & Crutcher, LLP	2016	2016 CA	\$595	16.9	\$10,055.50
Associate	Katherine A Lau	Gibson Dunn & Crutcher, LLP	2017	2017 CA	\$525	97.7	\$51,292.50
Associate	Tran J L	Jones Day	2015	2015 CA	\$525	60.2	\$31,605.00
Associate	Nicholas A. Koffroth	Venable LLP	2012	2012 CA	\$515	94.9	\$48,873.50
Associate	Liu R Q	Jones Day	2015	2015 CA	\$475	34.2	\$16,245.00
Associate	Stuart B W	Jones Day	2013	2013 CA	\$475	208.6	\$99,085.00
Associate	Doyle A M	Jones Day	2017	2017 CA	\$450	6.5	\$2,925.00
Associate	Udenka Honieh	Brown Rudnick LLP	2017	2017 CA	\$375	1	\$375.00

# EXHIBIT G

## Section I: High-Level Data Cuts

### Cities

By Matter Type

Q3 2018 -- Real Rates for Partners and Associates

Trend Analysis (Mean)

City	MatterType	Role	n	First Quartile	Median	Third Quartile	Q3 2018	Q3 2017	Q3 2016
San Diego, CA	Litigation	Partner	78	\$206	\$370	\$795	\$486	\$445	\$442
		Associate	79	\$170	\$195	\$303	\$280	\$295	\$256
	Non-Litigation	Partner	92	\$325	\$498	\$945	\$594	\$565	\$554
		Associate	78	\$194	\$235	\$450	\$325	\$315	\$304
San Francisco, CA	Litigation	Partner	202	\$378	\$650	\$838	\$643	\$597	\$565
		Associate	203	\$274	\$405	\$550	\$430	\$406	\$377
	Non-Litigation	Partner	317	\$510	\$709	\$925	\$736	\$688	\$666
		Associate	211	\$316	\$456	\$590	\$471	\$472	\$436
San Jose, CA	Litigation	Partner	41	\$500	\$675	\$896	\$677	\$781	\$710
		Associate	21	\$325	\$495	\$515	\$435	\$483	\$431
	Non-Litigation	Partner	97	\$549	\$758	\$954	\$776	\$775	\$742
		Associate	82	\$300	\$490	\$626	\$510	\$492	\$472
San Juan, PR	Litigation	Partner	23	\$190	\$205	\$225	\$210	\$212	\$207
		Associate	19	\$136	\$153	\$161	\$148	\$151	\$145
	Non-Litigation	Partner	39	\$198	\$233	\$275	\$241	\$241	\$236
		Associate	18	\$159	\$170	\$184	\$172	\$165	\$157
Seattle, WA	Litigation	Partner	100	\$398	\$491	\$632	\$511	\$472	\$418
		Associate	69	\$255	\$320	\$420	\$348	\$323	\$286
	Non-Litigation	Partner	237	\$435	\$543	\$670	\$544	\$486	\$458
		Associate	139	\$300	\$380	\$458	\$385	\$330	\$314
Tampa, FL	Litigation	Partner	92	\$232	\$325	\$427	\$343	\$324	\$317
		Associate	70	\$191	\$205	\$233	\$220	\$202	\$196
	Non-Litigation	Partner	87	\$324	\$390	\$465	\$388	\$393	\$398
		Associate	49	\$196	\$238	\$269	\$242	\$227	\$229
Orlando, FL	Non-Litigation	Partner	22	\$245	\$270	\$338	\$292	\$311	\$302
Tallahassee, FL	Non-Litigation	Partner	13	\$370	\$390	\$480	\$401	\$369	\$410
Tampa, FL	Litigation	Partner	57	\$260	\$325	\$416	\$346	\$361	\$359
		Associate	33	\$185	\$250	\$295	\$246	\$240	\$242
	Non-Litigation	Partner	66	\$310	\$400	\$498	\$421	\$417	\$405
		Associate	30	\$240	\$280	\$320	\$286	\$288	\$276
Raleigh, NC	Litigation	Partner	28	\$400	\$519	\$560	\$484	\$502	\$469
		Associate	14	\$200	\$273	\$420	\$316	\$353	\$351
	Non-Litigation	Partner	20	\$460	\$519	\$595	\$519	\$524	\$514
		Associate	16	\$330	\$379	\$490	\$406	\$407	\$373
Tulsa, OK	Litigation	Partner	13	\$225	\$250	\$316	\$261	\$266	\$266
Virginia Beach, VA	Non-Litigation	Partner	14	\$340	\$387	\$420	\$374	\$425	\$416

## Section I: High-Level Data Cuts

### Cities

By Years of Experience

Q3 2018 -- Real Rates for Partners

Trend Analysis (Mean)

City	Years of Experience	n	First Quartile	Median	Third Quartile	Q3 2018	Q3 2017	Q3 2016
New Haven CT	21 or More Years	11	\$360	\$378	\$390	\$384	\$388	\$413
New Orleans LA	Lower Than 21 Years	24	\$225	\$305	\$320	\$294	\$258	\$244
	21 or More Years	55	\$215	\$305	\$390	\$322	\$301	\$301
New York NY	Lower Than 21 Years	642	\$642	\$924	\$1,195	\$909	\$853	\$821
	21 or More Years	1337	\$625	\$955	\$1,269	\$938	\$888	\$860
Oklaoma City OK	21 or More Years	26	\$220	\$316	\$358	\$304	\$300	\$298
Omaha NE	Lower Than 21 Years	12	\$279	\$320	\$375	\$314	\$296	\$281
	21 or More Years	15	\$326	\$391	\$395	\$365	\$348	\$332
Orlando FL	Lower Than 21 Years	38	\$341	\$393	\$542	\$425	\$420	\$360
	21 or More Years	47	\$414	\$450	\$511	\$471	\$445	\$436
Philadelphia PA	Lower Than 21 Years	232	\$434	\$550	\$661	\$552	\$526	\$509
	21 or More Years	403	\$475	\$634	\$775	\$632	\$599	\$578
Phoenix AZ	Lower Than 21 Years	31	\$269	\$335	\$418	\$347	\$344	\$351
	21 or More Years	65	\$325	\$400	\$489	\$410	\$416	\$403
Pittsburgh PA	Lower Than 21 Years	49	\$300	\$380	\$538	\$416	\$421	\$400
	21 or More Years	94	\$375	\$490	\$585	\$486	\$463	\$448
Pompano Beach FL	21 or More Years	31	\$205	\$402	\$448	\$345	\$353	\$345
Portland OR	Lower Than 21 Years	42	\$350	\$405	\$500	\$426	\$390	\$359
	21 or More Years	67	\$374	\$438	\$531	\$452	\$446	\$421
Providence RI	21 or More Years	12	\$185	\$400	\$582	\$421	\$381	\$399
Raleigh NC	Lower Than 21 Years	26	\$275	\$320	\$400	\$345	\$364	\$346
	21 or More Years	30	\$384	\$428	\$483	\$429	\$413	\$378
Richmond VA	Lower Than 21 Years	38	\$305	\$548	\$711	\$529	\$426	\$469
	21 or More Years	49	\$388	\$585	\$714	\$560	\$531	\$520
Rochester NY	21 or More Years	16	\$250	\$295	\$360	\$311	\$316	\$332
Sacramento CA	21 or More Years	19	\$365	\$394	\$478	\$488	\$461	\$441
Salt Lake City UT	Lower Than 21 Years	26	\$280	\$305	\$431	\$385	\$338	\$279
	21 or More Years	36	\$310	\$385	\$438	\$390	\$389	\$375
San Diego CA	Lower Than 21 Years	45	\$359	\$375	\$795	\$506	\$447	\$473
	21 or More Years	66	\$315	\$467	\$980	\$624	\$592	\$546
San Francisco CA	Lower Than 21 Years	126	\$496	\$700	\$881	\$719	\$644	\$595
	21 or More Years	213	\$510	\$700	\$902	\$711	\$662	\$656
San Jose CA	Lower Than 21 Years	35	\$608	\$787	\$908	\$771	\$734	\$720
	21 or More Years	68	\$600	\$802	\$985	\$813	\$857	\$799
Seattle WA	Lower Than 21 Years	70	\$400	\$461	\$550	\$478	\$423	\$392
	21 or More Years	167	\$475	\$568	\$680	\$574	\$520	\$474

## Section I: High-Level Data Cuts

### Cities

By Years of Experience

Q3 2018 -- Real Rates for Associates

Trend Analysis (Mean)

City	Years of Experience	n	First Quartile	Median	Third Quartile	Q3 2018	Q3 2017	Q3 2016
Portland, OR	Lower Than 3 Years	19	\$229	\$290	\$310	\$285	\$275	\$232
	3 to Lower Than 7 Years	50	\$320	\$346	\$378	\$347	\$290	\$250
	7 or More Years	48	\$329	\$383	\$426	\$374	\$327	\$307
San Jose, CA	3 or More Years	13	\$245	\$285	\$323	\$288	\$290	\$264
Richmond, VA	3 or More Years	25	\$211	\$336	\$430	\$345	\$322	\$330
San Diego, CA	3 or Lower Than 7 Years	17	\$278	\$312	\$499	\$371	\$304	\$276
	7 or More Years	36	\$278	\$447	\$614	\$450	\$440	\$324
San Francisco, CA	Lower Than 3 Years	19	\$319	\$430	\$451	\$406	\$355	
	3 or Lower Than 7 Years	57	\$320	\$450	\$537	\$443	\$415	\$375
	7 or More Years	100	\$359	\$477	\$641	\$511	\$476	\$445
San Jose, CA	3 or Lower Than 7 Years	11	\$319	\$448	\$579	\$458	\$446	\$408
	7 or More Years	36	\$420	\$500	\$684	\$560	\$546	\$541
Seattle, WA	3 to Lower Than 7 Years	34	\$279	\$333	\$377	\$340	\$290	\$275
	7 or More Years	52	\$310	\$404	\$460	\$411	\$344	\$335
San Jose, CA	3 or Lower Than 7 Years	13	\$225	\$252	\$280	\$251	\$225	\$221
	7 or More Years	34	\$194	\$205	\$250	\$233	\$222	\$233
Portland, OR	3 or Lower Than 7 Years	12	\$238	\$280	\$296	\$270	\$211	\$239
	7 or More Years	17	\$185	\$263	\$324	\$261	\$271	\$250
Portland, OR	7 or More Years	14	\$261	\$393	\$494	\$387	\$409	\$380
Washington, DC	Lower Than 3 Years	114	\$320	\$435	\$500	\$425	\$391	\$352
	3 or Lower Than 7 Years	270	\$410	\$508	\$601	\$505	\$461	\$422
	7 or More Years	318	\$450	\$600	\$740	\$613	\$583	\$553
Washington, DC	7 or More Years	16	\$425	\$515	\$721	\$533	\$470	\$444

# EXHIBIT H



## *Will Billing Rates for Elite Firms Rise More in 2020?*

The Recorder (California) (Online)

July 30, 2020 Thursday

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# THE RECORDER

**Length:** 1058 words

## **Body**

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In the midst of a recession, big restructuring law firms such as Kirkland & Ellis and Weil, Gotshal & Manges continue charging premium billing rates-close to \$2,000 per partner-months after the firms' regular rate increases.

With another rate increase possibly right around the corner this year, some law firm and restructuring observers say they don't expect many discount pressures or pushback on ballooning rates in bankruptcy court. But rate hikes in 2020 are not a done deal, they add.

Weil said in court filings that the firm typically raises rates once per year, while Kirkland said it typically increases the hourly rate of its professionals *twice a year*.

Kirkland, which has earned a significant portion of the work so far in large pandemic-era bankruptcies, raised its hourly billing rates Jan. 1, according to *court documents filed* in the Neiman Marcus bankruptcy. Among others, the firm is also advising JCPenney and Chesapeake Energy in their Chapter 11 cases.

From May 7 to Dec. 31 of last year, Kirkland partners were charging \$1,025 to \$1,795; counsel were charging \$595 to \$1,705; and associates were charging \$595 to \$1,105. Now, both Kirkland partner and counsel rates top out at \$1,845-an increase of 2.7% and 5.9%, respectively-while associate hourly rates reach upward of \$1,165-a 3.6% increase.

Weil, another bankruptcy powerhouse that is handling the J.Crew and Brooks Brothers bankruptcies, also upped its rates in the last year, according to *court documents filed* in the J.Crew case.

As of October 2019, partners and counsel are now billing \$1,100 to \$1,695-the upper rate a 5.9% increase from the previous high of \$1,600-while associates are charging \$595 to \$1,050-the upper rate a 5.5%

## Will Billing Rates for Elite Firms Rise More in 2020?

increase from the previous high of \$995 that officially pushed some Weil associates over the \$1,000 per hour mark.

For example, in May, partners charged up to \$1,695 per hour and associates charged up to \$1,050 for work done in the J.Crew bankruptcy, according to the [first monthly fee statement](#).

Akin Gump Strauss Hauer & Feld, another top bankruptcy firm that earned work on the Chesapeake Energy Chapter 11 restructuring, increased some rates in January 2019, according to [court documents](#) filed in the ongoing but pre-pandemic Sears bankruptcy.

At the time, the highest partner rates at Akin Gump rose 3.5%, up to \$1,755 per hour; highest counsel rates rose 7.2%, up to \$1,420 per hour; and highest associate rates rose 5.4%, up to \$975 per hour.

According to Akin Gump's [20th monthly fee statement](#), filed May 30 this year, in the Sears bankruptcy-where it is representing the committee of unsecured creditors-partner, counsel and associate rates are still on par with what the firm charged a year and a half ago.

Overall, if these big firms raised their hourly rates in 2020 just as much as previous years, the partners could be charging up to \$1,895 at Kirkland, \$1,795 at Weil and \$1,815 per hour at Akin Gump , while associates could bill up to \$1,205 at Kirkland, \$1,110 at Weil and \$1,105 an hour at Akin Gump.

Representatives for Kirkland and Weil did not respond to requests for comment about whether they were planning to increase their rates this year, and if so, by how much. An Akin Gump representative declined to comment.

### Great Recession Lessons

Restructuring and legal market observers have mixed opinions on whether firms will seek further rate increases this year-and by how much-although all agree that top bankruptcy firms will likely end the year with higher fees than any other given year.

Mark Medice, a law firm management consultant at LawVision who focuses on financial performance and data science, said he doesn't think firms will have an annual adjustment to bankruptcy billing rates in 2020. Citing the Great Recession as an example, he said he didn't see many firms increase their rates at the onset of the recession to capitalize on increased demand for bankruptcy services and that billing rates actually dipped in the years following the recession.

"Demand [for bankruptcy practices] tends to go up when there are downturns, but as a general rule, law firms do not adjust their rates upwards during those times," he said.

## Will Billing Rates for Elite Firms Rise More in 2020?

In the coming months, he said he believes it's more likely that firms will see higher realization rates and will reduce write-downs. Currently, firms like Kirkland, Weil, Akin Gump and others usually ask for 80% of the total fees they bill every month, according to monthly fee statements.

Lynn LoPucki, a restructuring law professor at UCLA Law, also said rate increases every year aren't a done deal, but if they do occur, there are few stakeholders in bankruptcy court that will keep rate increases in check.

"Nobody's controlling the fees," he said. "If you're a debtor, you're not going to control the fees because you're spending other people's [the creditors'] money."

Some creditors, who are last in line to get paid, may begin objecting to large firm fee applications, he said. A group of vendors, for instance, pushed back in late 2019 on the millions Weil billed in the Sears bankruptcy, but the judge overruled objections.

"There will be creditors that try to push back because the rates are so great, and the response of judges to that is to be to toss them some scraps," LoPucki said. In the bankruptcy of aerospace-parts manufacturer Wellman Dynamics Co., for instance, an Iowa bankruptcy judge in 2017 called Weil's fees "[staggering](#)" and cut its multimillion-dollar payment in half, according to the Wall Street Journal. A U.S. trustee found Weil also overbilled mortgage servicer Ditech last year.

While judges are required to review every fee in a Chapter 11 case, LoPucki said he believes they are not inclined to object to rising rates, even during a recession. If bankruptcy judges begin to say no to fee increases, "firms will start taking their cases to different courts," he said, meaning less interesting work for judges as well as fewer filing fee dollars flowing into a jurisdiction.

"Fundamentally, this situation can't change, because if one judge in one city says no to the fees, the cases just go to a different city," LoPucki said. "It's hard to get across what a totally insane system this is."

Read More:

Law Firms Are Raking in Millions From Pandemic-Era Retail Bankruptcies

Associate Hourly Billing Rates Surge Past \$1K as Firms Snap Up Bankruptcy Work

**Load-Date:** July 31, 2020

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22 [Additional Counsel listed on service list]

23 Attorneys for Plaintiffs and the Proposed Class

24 **UNITED STATES DISTRICT COURT**  
25 **NORTHERN DISTRICT OF CALIFORNIA**

26 Kathi Troy, as Successor-in-Interest to the  
27 Estate of June Newirth; Barbara Feinberg;  
28 Elizabeth Barber, Andrew Bardin, and Thomas  
Bardin as successors-in-interest to the Estate of  
Margaret Pierce; and Carol Morrison, by and  
through her Attorney-in-Fact Stacy Van Vleck,  
on their own behalves and on behalf of others  
similarly situated,

Plaintiffs,

vs.

Aegis Senior Communities, LLC, dba Aegis  
Living; and Does 1 - 100,

Defendants.

CASE NO. 4:16-cv-03991-JSW

**DECLARATION OF KATHI TROY  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR ATTORNEYS' FEES,  
COSTS, AND SERVICE AWARD**

1 I, Kathi Troy, hereby declare:

2 1. If called to testify as to the information contained herein, I would and could  
3 competently do so as stated below. The following is based on my own personal knowledge.

4 2. I am the surviving daughter of decedent June Newirth, who was originally  
5 represented in this action by her husband and guardian ad litem, Fred Newirth, who also is deceased.  
6 My mother was a resident of Aegis of Corte Madera in Corte Madera, California from approximately  
7 July 2010 to July 2014. I am a beneficiary to the Newirth 1999 Trust and a successor-in-interest to  
8 the Estate of June Newirth.

9 3. Before moving into Aegis of Corte Madera, June lived at home with her husband,  
10 Fred. Fred, who was a retired physician, was able to provide my mother with the care she needed as  
11 her dementia progressed. As I was recovering from chemotherapy treatment, I also was able to assist  
12 with my Mom's care and ultimately moved in to June and Fred's home in Novato, where Fred and  
13 I became a father-daughter caregiving partnership for my Mom's benefit.

14 4. In about 2010, Fred began looking into assisted living options for my mother, largely  
15 because we were concerned he may predecease her. Based on his investigation, Fred had selected  
16 two assisted living facilities and asked me to visit them too – Aegis of Corte Madera and Alma Via  
17 of San Rafael. He did not describe either facility so that I would have a fresh perspective, free from  
18 his influence. I visited both facilities (after Fred had visited separately) and we compiled a list of  
19 the pros and cons of each.

20 5. I toured Aegis of Corte Madera in about June 2010, where I met the Marketing  
21 Director and Activities Director. My main focus when touring Aegis of Corte Madera was to find a  
22 safe environment where my mother would be supported as if she were in her own home and where  
23 she would receive the level of care that Fred and I had already established was the standard. The  
24 staff at Aegis of Corte Madera made a point of mentioning that they had regular care staff and there  
25 wasn't much staff turnover. In addition to the care Aegis could provide my Mom, other significant  
26 factors Fred and I considered when formulating the decision to move June into Aegis of Corte  
27 Madera were overall cost, the condition of the facility, and available services.

28

1           6.       Another important consideration for Fred and I was Aegis’ assessment process.  
2 Based on the materials Aegis provided to us, we understood that Aegis’ would regularly assess June  
3 to determine her changing needs as her dementia progressed. We understood that points would be  
4 assigned to the specific services my Mom required and we would be charged for those points, which  
5 were correlated to the amount of time care staff would spend with her. We understood that as  
6 residents needed more care, the staff would be increased according to those needs, and that we would  
7 pay for the increased level of service. Based on the totality of Aegis’ representations, Fred and I  
8 selected Aegis of Corte Madera for June.

9           7.       Fred and I were present at June’s initial assessment upon her moving into Aegis of  
10 Corte Madera. The nurse who conducted the assessment told us the purpose was, in part, to  
11 determine how much staffing my mother would require to meet her needs. The Executive Director  
12 of Aegis of Corte Madera elaborated when we met a couple of days later for Fred to sign the  
13 Residence and Care Agreement. He explained that the assessment was used to determine my Mom’s  
14 needs, that points were assigned to account for those needs, that the cumulative value of the points  
15 is what we would pay for June’s care, and that was the amount of money they needed in order to  
16 staff for that level of care. The Executive Director told Fred and I that staffing was based on the  
17 assessments; the point system helped Aegis to “quantify and qualify.”

18           8.       On average, I visited my Mom daily for one to five hours per day while she lived at  
19 Aegis of Corte Madera. Our experience at the facility was generally fine for the first year or so.  
20 After that, I started to notice the care staff’s inability to meet the needs of all the residents at the  
21 facility. For example, I observed the existing care staff being asked to perform duties that were not  
22 directly related to care – for example housekeeping duties and serving meals in the dining room.  
23 The Director of the Memory Care unit told me that the company’s senior management changed  
24 certain job descriptions to increase the number of responsibilities. My mother’s primary caregiver  
25 also mentioned to me that it was difficult for her to continue taking care of June at the same level  
26 because of her additional duties. Other hands-on caregivers made similar complaints to me about  
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28

1 being overworked and too few in number. Fred and I complained to management and requested  
2 additional care staff but those requests were denied as being out of line with budgetary requirements.

3 9. The lack of available care staff contributed to my mother's unwitnessed falls at Aegis  
4 of Corte Madera. In the three months prior to my mother moving into the facility, she had no falls.  
5 After moving into Aegis of Corte Madera, my Mom fell and was injured between ten and twelve  
6 times. Similarly, I observed an inadequate number of available care staff to adequately supervise  
7 the residents, including but not limited to my mother. Thus, there were times when my Mom was  
8 found by staff in places where nobody knew how she got there, or other residents eloped from the  
9 facility unbeknownst to any Aegis staff person. Eventually, we had to hire a private companion to  
10 compensate for the fact that staff could not keep my Mom safe after she fell three times, two of  
11 which were unobserved, in one day. Aegis of Corte Madera did not have enough staff to feed  
12 everyone who needed to be fed, to change residents on a regular basis, or to complete safe transfers.

13 10. In 2013, I observed a *maximum* of three caregivers assigned per morning and  
14 afternoon shift to the memory care unit – but there were not always three. This resulted in us paying  
15 for services we never received from Aegis. For example, Aegis charged June for feeding when that  
16 service was provided by her private companion, who worked 12-hour shifts, seven days a week, and  
17 served my Mom breakfast, lunch, dinner, and snacks in between. In fact, Aegis of Corte Madera  
18 was so short-staffed that my mother's private companion fed other residents while she fed my mom  
19 so they, too, would not have to wait. Aegis also billed my mother for toileting, showers, and  
20 time/place orientation services that they did not provide.

21 11. I initially had concerns about becoming a class representative in this case including  
22 potential retaliation resulting from participating in a lawsuit. June's experience at Aegis of Corte  
23 Madera was difficult for both Fred and me. During her stay there, I visited regularly and was my  
24 Mom's advocate. I also advocated for residents who could not speak for themselves and had no  
25 regular visitors. As a result, I had already experienced many unsatisfying interactions with Aegis,  
26 including Aegis of Corte Madera's Executive Director. I was concerned that my participation in  
27 this lawsuit would consume a lot of my time.

28



1           12.     Despite these concerns, I believed that Aegis had misled my mother, Fred, myself,  
2 and other residents and their family members about how it would use its resident assessment system  
3 at their assisted living facilities to set staffing. That is why I agreed to participate in this lawsuit to  
4 stop Aegis from misleading residents and charging them fees to enter the facility that they would  
5 not have paid had they known that resident assessments are not used to set facility staffing. For  
6 example, my Mom paid approximately \$5,084 for the first month's rent, approximately \$2,309 for  
7 the first month's care fees, and a Community Fee of \$15,000. Over the course of her stay, her care  
8 fees increased to an average of around \$3,046 a month.

9           13.     I agreed to be a class representative so that other Aegis residents would not have to  
10 go through what my mother did. My participation in this class action allowed me to speak up not  
11 only for her but for other residents and families who had no advocate. I believe that Aegis was  
12 effectively deceiving families. I witnessed Aegis staff repeatedly making representations to  
13 potential resident families when those same managers knew that they had no ability to make good  
14 on those statements. I was willing to participate in this lawsuit to bring this deception to light and,  
15 if possible, to begin to fix this fraudulent practice.

16           14.     My motivation for participating in this case was never personal financial gain. I have  
17 always understood that my duty was to act in the best interests of class members, Aegis residents  
18 like my mother who relied on Aegis' promise to provide the care services it assessed her as needing.

19           15.     Since April of 2016, I have communicated with my attorneys on a regular basis. I  
20 have spoken with them by telephone at least twenty times and exchanged many emails with them  
21 regarding the facts of the case, developments regarding my mother's care, written discovery and  
22 document production, the progress of the lawsuit, court rulings, settlement negotiations, and the  
23 terms of the settlement. To date, I have devoted nearly thirty hours to this case.

24           16.     For example, in October and November of 2018, I spoke over the phone and emailed  
25 with my attorneys in order to respond to written discovery. I responded to a total of 10  
26 interrogatories. Those communications continued into December 2018 when I provided additional  
27 information for supplemental interrogatory responses. I also searched for and provided documents  
28

1 to my attorneys over the course of my involvement in this case. To that end, I responded to a total  
2 of 147 document requests. Responding to the interrogatories required discussions with my attorneys  
3 regarding the details of June's, Fred's, and my experiences at Aegis, including Aegis' failure to  
4 provide June the care services they assessed her as needing. Responding to the document requests  
5 required gathering documents such as my correspondence with Aegis about my mother's care, in  
6 addition to June's Residence and Care Agreement and resident assessments and service plans.  
7 Assisting my attorneys with written discovery also informed my preparation for oral deposition,  
8 which I sat for over the course of two days on December 12, 2018 and May 23, 2019. I also spent  
9 time discussing mediation and settlement offers with my attorneys and reviewing the settlement  
10 agreement and injunction beginning in the first quarter of 2020. All of these activities were time-  
11 consuming and draining, as they required me to relive and discuss the substandard care my Mom  
12 received at Aegis.

13 17. In signing the attorney representation agreement with class counsel, I agreed to a  
14 provision that reserved my right to support, oppose, or comment upon any proposed settlement, and  
15 to support, oppose, or comment upon any application for compensation by the attorneys in this case.

16 18. Having reviewed the terms of the Stipulation of Settlement and the Injunction, I  
17 support the final approval of this Class Settlement and the attorney's request for compensation for  
18 the work they have done on the case. In addition to the monetary relief secured through this  
19 settlement, I understand that the injunctive relief secured through this settlement is the best non-  
20 financial outcome that counsel determined could be achieved. I understand that the Injunction,  
21 among its other terms, requires Aegis to set staffing at its facilities based on Aegis's determination  
22 of the staffing hours reasonably required to perform the assessed care tasks needed by the residents  
23 as determined by Aegis's assessment procedures, the amount of time it takes to accomplish the given  
24 tasks, the experience and/or education of the staff, and the ability of staff to perform various tasks;  
25 and to implement an auditing process for Aegis to investigate and correct deviations from Aegis  
26 care standards at Aegis-branded assisted living facilities in California and Washington. Therefore,  
27  
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1 accepting that counsel have attained significant justice for class members, I believe it is in the best  
2 interests of the class members that this settlement go forward.

3 19. The settlement says that I can apply for a service award, but I agreed to the settlement  
4 knowing there was no guarantee I would receive a service award. The most important part of the  
5 settlement for me is the improvements that will be made to ensure Aegis staffs its facilities in  
6 sufficient numbers to meet the needs of its residents.

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

9 Executed on this 7th day of June 2021, in Novato, California.

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Kathi Troy

# **EXHIBIT O**

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22 [Additional Counsel listed on service list]

23 Attorneys for Plaintiffs and the Proposed Class

24 **UNITED STATES DISTRICT COURT**  
25 **NORTHERN DISTRICT OF CALIFORNIA**

26 Kathi Troy, as Successor-in-Interest to the  
27 Estate of June Newirth; Barbara Feinberg;  
28 Elizabeth Barber, Andrew Bardin, and Thomas  
Bardin as successors-in-interest to the Estate of  
Margaret Pierce; and Carol Morrison, by and  
through her Attorney-in-Fact Stacy Van Vleck,  
on their own behalves and on behalf of others  
similarly situated,

Plaintiffs,

vs.

Aegis Senior Communities, LLC, dba Aegis  
Living; and Does 1 - 100,

Defendants.

CASE NO. 4:16-cv-03991-JSW

**DECLARATION OF ELIZABETH  
BARBER IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARD**

1 I, Elizabeth Barber, hereby declare:

2 1. If called to testify as to the information contained herein, I would and could  
3 competently do so as stated below. The following is based on my own personal knowledge.

4 2. I am the granddaughter of Plaintiff and decedent Margaret Pierce, who was a resident  
5 of Aegis of Moraga in Moraga, California from approximately March 18, 2013 to January 2015. I  
6 served as a proposed class representative in this case as a beneficiary to the Margaret Pierce  
7 Revocable Living Trust, and a successor-in-interest to the Estate of Margaret Pierce.

8 3. Margaret Pierce's daughter (and my aunt), Linda Bardin, held durable power of  
9 attorney on her mother's behalf from approximately 2011 until my grandmother's death in March  
10 2016. Beginning in about 2011, our family began to notice that my grandmother was experiencing  
11 memory issues. At around that time, my grandmother received a neuropsychic evaluation resulting  
12 in a recommendation that she no longer live alone in her then-existing apartment. By 2013, it was  
13 apparent that Margaret was no longer competent to live on her own anymore. My aunt and my  
14 mother decided it was time to move Margaret to assisted living.

15 4. My aunt Linda was primarily in charge of searching for an appropriate assisted living  
16 facility for my grandmother and worked earnestly to do so in February and March of 2013. Linda  
17 discussed assisted living options with people close to her that she trusted and visited some of the  
18 assisted living facilities in her local area, including Aegis of Pleasant Hill and Aegis of Moraga, in  
19 addition to facilities operated by other big, assisted living chains. The criterion my aunt considered  
20 when searching for assisted living options included proximity to my mother and my cousins, the  
21 size of the facility, staffing, and affordability.

22 5. I accompanied my grandmother, aunt Linda, mother, and cousins Andy and Thom to  
23 lunch at Aegis of Moraga in advance of a tour of the facility we took together at the beginning of  
24 March 2013. Most of our interaction during the tour was with the Activities Director, who described  
25 the activities offered at Aegis of Moraga. We also noticed during our tour that the care staff had  
26 multiple responsibilities including serving lunch to the residents. Nevertheless, the General Manager  
27 told us the facility would be able to meet Margaret's needs by assigning a certain number of points  
28

1 to her based on a needs assessment, and the number of points would encompass all of her daily and  
2 medical needs. Based our collective experience on the day of the tour, our family decided to select  
3 Aegis of Moraga for Margaret, where she initially resided in the Assisted Living portion of the  
4 facility before moving to Memory Care wing in the summer of 2014.

5 6. Within the next couple of days, Aegis of Moraga conducted a needs assessment of  
6 my grandmother. At around the same time, my aunt Linda participated in a “signing meeting” with  
7 the General Manager of Aegis of Moraga. Based on the representations the General Manager made  
8 to my Aunt Lina and the language in the Residency and Care Agreement, we reasonably understood  
9 that for every increase in points, Margaret would require more attention from staff, and Aegis would  
10 charge her more for that increased staff attention. We reasonably expected that Aegis would  
11 maintain sufficient staffing levels to take care of my grandmother, including as her points (and  
12 needs) increased.

13 7. During our grandmother’s time at Aegis of Moraga my cousins Andy and Thom  
14 visited Margaret mostly on special occasions and when my Aunt Linda was out of town. Aunt Linda  
15 visited Margaret several times weekly. By approximately December 2013, Aunt Linda and my  
16 cousins began to notice that Aegis was not providing increased attention from staff even though it  
17 had increased Margaret’s assessment points. For example, Aunt Linda visited Aegis of Moraga more  
18 often because the wellness checks the care staff were supposed to provide to my grandmother were  
19 not preventing her from falling frequently. When Aunt Linda asked Aegis for documentation  
20 showing it was providing the two-hour wellness checks, they were unable to do so and could not  
21 even name the caregiver who was responsible for completing the checks. Other services Aegis did  
22 not provide to my grandmother (but for which they were paid) included showering, escorting to  
23 meals, and time/place orientation.

24 8. The quality of care my grandmother received from Aegis continued to decline in  
25 January 2014 until she left the facility, despite repeatedly reassessing her and increasing her monthly  
26 fees. When Aunt Linda or other family member would complain, they would be placated by Aegis  
27 staff with assurances that Margaret’s needs would be met.

28

1           9.       By the summer of 2014, Aunt Linda initiated Margaret’s transition to the Memory  
2 Care wing of Aegis of Moraga because she felt Margaret would receive the attention she required  
3 with four caregivers responsible for 14 residents. The Memory Care wing’s use of motion detectors  
4 for fall prevention also was important to us. Nevertheless, Margaret fell more often, and with greater  
5 resulting injury, once in Memory Care. The family also observed that the staff in the Memory Care  
6 wing utilized a herding management technique where as many residents as possible were placed in  
7 a common area so fewer staff could keep all of them within eyesight.

8           10.       Aunt Linda complained on numerous occasions to Aegis management, including to  
9 Aegis’ Senior Vice President of Operations. In addition to the complaints about services not  
10 provided described above, she also complained about the lack of communication between Aegis  
11 management, directors, staff, and family; Margaret’s soiled linens and carpeting; lack of  
12 housekeeping and laundry services, and medicine incidents. According to what my Aunt Linda told  
13 me, Aegis gave her a polite hearing but did nothing to implement any changes to provide the services  
14 my grandmother required and paid for.

15           11.       I initially had concerns about becoming a class representative in this case, including  
16 because I no longer reside in the Bay Area, that my participation would consume an inordinate  
17 amount of time and, most importantly, that participating in this litigation would resurface painful  
18 memories. My grandmother’s experience at Aegis of Moraga was difficult for our entire family.  
19 During her stay there, various family members including my cousins, my mother, and most often  
20 my Aunt Linda visited Margaret and tried to advocate for her.

21           12.       Despite these concerns, I believe that Aegis misled my Aunt Linda (who executed  
22 the Residence and Care Agreement on my grandmother’s behalf) and our family – not to mention  
23 other residents and their family members – about how it would use its resident assessment system  
24 at their assisted living facilities to set staffing. That is why I agreed to participate in this lawsuit to  
25 stop Aegis from misleading residents and charging them fees to enter the facility that they would  
26 not have paid had they known that resident assessments are not used to set facility staffing. For  
27 example, my grandmother paid approximately \$3,285 for the first month’s rent, approximately  
28



1 \$3,270 for the first month's care fees, and a Community Fee of \$7,000. Over the course of her stay,  
2 her care fees increased to an average of around \$3,700 per month.

3 13. I agreed to be a class representative so that other Aegis residents would not have to  
4 go through what my grandmother and aunt did. My participation in this class action allowed me to  
5 speak up not only for them but for other residents and families who had no advocate. I believe that  
6 Aegis was effectively deceiving families. I was willing to participate in this lawsuit to bring this  
7 deception to light and, if possible, to begin to fix this fraudulent practice.

8 14. My motivation for participating in this case was never personal financial gain. I have  
9 always understood that my duty was to act in the best interests of class members, Aegis residents  
10 like my grandmother who relied on Aegis' promise to provide the care services it assessed her as  
11 needing.

12 15. I have communicated with my attorneys by telephone multiple times since becoming  
13 involved in this case in around August of 2016. I have spoken with them by telephone a handful of  
14 times, exchanged emails with them regarding the facts of the case, written discovery and document  
15 production, the progress of the lawsuit, court rulings, settlement negotiations, and the terms of the  
16 settlement. To date, I have devoted approximately ten hours to this case.

17 16. In around October and November of 2018 I supplied information to my attorneys in  
18 order to respond to a total of 10 interrogatories. I also searched for documents at my attorneys'  
19 request. To that end, I supplied information to my attorneys in order to respond to a total of 154  
20 document requests. Responding to the interrogatories required a discussion with my attorneys  
21 regarding the details of my grandmother's and my aunt's experiences at Aegis, including Aegis'  
22 failure to provide Margaret the care services they assessed her as needing. I also spent time  
23 discussing settlement offers with my attorneys and reviewing the settlement agreement and  
24 injunction beginning in the first quarter of 2020. All of these activities were time-consuming and  
25 draining, as they required me to relive and discuss the substandard care my grandmother received  
26 at Aegis.

27  
28

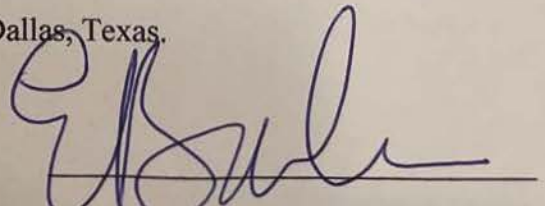
1           17. In signing the attorney representation agreement with class counsel, I agreed to a  
2 provision that reserved my right to support, oppose, or comment upon any proposed settlement, and  
3 to support, oppose, or comment upon any application for compensation by the attorneys in this case.

4           18. Having reviewed the terms of the Stipulation of Settlement and the Injunction, I  
5 support the final approval of this Class Settlement and the attorney's request for compensation for  
6 the work they have done on the case. In addition to the monetary relief secured through this  
7 settlement, I understand that the injunctive relief secured through this settlement is the best non-  
8 financial outcome that counsel determined could be achieved. I understand that the Injunction,  
9 among its other terms, requires Aegis to set staffing at its facilities based on Aegis's determination  
10 of the staffing hours reasonably required to perform the assessed care tasks needed by the residents  
11 as determined by Aegis's assessment procedures, the amount of time it takes to accomplish the given  
12 tasks, the experience and/or education of the staff, and the ability of staff to perform various tasks;  
13 and to implement an auditing process for Aegis to investigate and correct deviations from Aegis  
14 care standards at Aegis-branded assisted living facilities in California and Washington. Therefore,  
15 accepting that counsel have attained significant justice for class members, I believe it is in the best  
16 interests of the class members that this settlement go forward.

17           19. The settlement says that I can apply for a service award, but I agreed to the settlement  
18 knowing there was no guarantee I would receive a service award. The most important part of the  
19 settlement for me is the improvements that will be made to ensure Aegis staffs its facilities in  
20 sufficient numbers to meet the needs of its residents.

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

23           Executed on this 9<sup>th</sup> day of June 2021, at Dallas, Texas.

24  
25  
26  
27  
28  
  
Elizabeth Barber

# **EXHIBIT P**

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16 **SCHNEIDER WALLACE**  
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19 Emeryville, California 94608  
20 Tel: (415) 421-7100  
21 Fax: (415) 421-7105

22 [Additional Counsel listed on service list]

23 Attorneys for Plaintiffs and the Proposed Class

24 **UNITED STATES DISTRICT COURT**

25 **NORTHERN DISTRICT OF CALIFORNIA**

26 Kathi Troy, as Successor-in-Interest to the  
27 Estate of June Newirth; Barbara Feinberg;  
28 Elizabeth Barber, Andrew Bardin, and Thomas  
Bardin as successors-in-interest to the Estate of  
Margaret Pierce; and Carol Morrison, by and  
through her Attorney-in-Fact Stacy Van Vleck,  
on their own behalves and on behalf of others  
similarly situated,

Plaintiffs,

vs.

Aegis Senior Communities, LLC, dba Aegis  
Living; and Does 1 - 100,

Defendants.

CASE NO. 4:16-cv-03991-JSW

**DECLARATION OF ANDREW  
BARDIN IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARD**

1 I, Andrew Bardin, hereby declare:

2 1. If called to testify as to the information contained herein, I would and could  
3 competently do so as stated below. The following is based on my own personal knowledge.

4 2. I am the grandson of Plaintiff and decedent Margaret Pierce, who was a resident of  
5 Aegis of Moraga in Moraga, California from approximately March 18, 2013 to January 2015. I  
6 served as a proposed class representative in this case as a beneficiary to the Margaret Pierce  
7 Revocable Living Trust, and a successor-in-interest to the Estate of Margaret Pierce.

8 3. Margaret Pierce's daughter (and my mother), Linda Bardin, held durable power of  
9 attorney on her mother's behalf from approximately 2011 until my grandmother's death in March  
10 2016. Beginning in about 2011, our family began to notice that my grandmother was experiencing  
11 memory issues. At around that time, my grandmother received a neuropsychic evaluation resulting  
12 in a recommendation that she no longer live alone in her then-existing apartment. By 2013, it was  
13 apparent that Margaret was no longer competent to live on her own anymore. My mother and her  
14 sister decided it was time to move our grandmother to assisted living.

15 4. My mother Linda was primarily in charge of searching for an appropriate assisted  
16 living facility for Margaret and worked earnestly to do so in February and March of 2013. Linda  
17 discussed assisted living options with people close to her that she trusted and visited some of the  
18 assisted living facilities in our local area, including Aegis of Pleasant Hill and Aegis of Moraga, in  
19 addition to facilities operated by other big, assisted living chains. The criterion my mother  
20 considered when searching for assisted living options included proximity to my mother and my  
21 brother and I, the size of the facility, staffing, and affordability.

22 5. My grandmother, mother, aunt, brother Thom, and cousin Liz lunched at Aegis of  
23 Moraga in advance of a tour of the facility they took together at the beginning of March 2013. I was  
24 told that most of the interaction during the tour was with the Activities Director, who described the  
25 activities offered at Aegis of Moraga. I also was told that the care staff appeared to have multiple  
26 responsibilities including serving lunch to the residents. Nevertheless, I was told the General  
27 Manager said that the facility would be able to meet Margaret's needs by assigning a certain number  
28

1 of points to her based on a needs assessment, and the number of points would encompass all of her  
2 daily and medical needs. Based on the family’s experience on the day of the tour, we decided to  
3 select Aegis of Moraga for Margaret, where she initially resided in the Assisted Living portion of  
4 the facility before moving to Memory Care wing in the summer of 2014.

5 6. Within the next couple of days, Aegis of Moraga conducted a needs assessment of  
6 my grandmother. At around the same time, my mother participated in a “signing meeting” with the  
7 General Manager of Aegis of Moraga. During this meeting, my mother explained to the General  
8 Manager her understanding of Aegis’ point system, whereby the number of points assigned to  
9 Margaret based on her needs assessment would be converted into a dollar amount which the family  
10 would pay and would be equivalent to dedicated staff time for Margaret. Based on the General  
11 Manager’s representations and the language in the Residency and Care Agreement, we reasonably  
12 understood that for every increase in points, Margaret would require more attention from staff, and  
13 Aegis would charge her more for that increased staff attention. We reasonably expected that Aegis  
14 would maintain sufficient staffing levels to take care of my grandmother, including as her points  
15 (and needs) increased.

16 7. During our grandmother’s time at Aegis of Moraga my brother Thom and I visited  
17 Margaret mostly on special occasions and when our mother was out of town. Our mother visited  
18 Margaret several times weekly. By approximately December 2013, we began to notice that Aegis  
19 was not providing increased attention from staff even though it had increased Margaret’s assessment  
20 points. For example, my mother visited Aegis of Moraga more often because the wellness checks  
21 the care staff were supposed to provide to Margaret were not preventing her from falling frequently.  
22 When my mother asked Aegis for documentation showing it was providing the two-hour wellness  
23 checks, they were unable to do so and could not even name the caregiver who was responsible for  
24 completing the checks. Other services Aegis did not provide to my grandmother (but for which they  
25 were paid) included showering, escorting to meals, and time/place orientation.

26 8. The quality of care my grandmother received from Aegis continued to decline in  
27 January 2014 until she left the facility, despite repeatedly reassessing her and increasing her monthly  
28

1 fees. When my mother or other family member would complain, we would be placated by Aegis  
2 staff with assurances that Margaret's needs would be met.

3 9. By the summer of 2014, my mother initiated Margaret's transition to the Memory  
4 Care wing of Aegis of Moraga because she felt Margaret would receive the attention she required  
5 with four caregivers responsible for 14 residents. The Memory Care wing's use of motion detectors  
6 for fall prevention also was important to us. Nevertheless, Margaret fell more often, and with greater  
7 resulting injury, once in Memory Care. We also observed that the staff in the Memory Care wing  
8 utilized a herding management technique where as many residents as possible were placed in a  
9 common area so fewer staff-persons could keep all of them within eyesight.

10 10. My mother complained on numerous occasions to Aegis management, including to  
11 Aegis' Senior Vice President of Operations. In addition to the complaints about services not  
12 provided described above, my mother also complained about the lack of communication between  
13 Aegis management, directors, staff, and family; Margaret's soiled linens and carpeting; lack of  
14 housekeeping and laundry services, and medicine incidents. Aegis gave my mother a polite hearing  
15 but did nothing to implement any changes to provide the services my grandmother required and paid  
16 for.

17 11. I initially had concerns about becoming a class representative in this case, including  
18 that my participation would consume an inordinate amount of time and, most importantly, that  
19 participating in this litigation would resurface painful memories. My grandmother's experience at  
20 Aegis of Moraga was difficult for our entire family. During her stay there, various family members  
21 including myself, my brother, my cousin, my aunt, and most often my mother visited Margaret and  
22 tried to advocate for her.

23 12. Despite these concerns, I believe that Aegis misled my mother (who executed the  
24 Residence and Care Agreement on my grandmother's behalf) and our family – not to mention other  
25 residents and their family members – about how it would use its resident assessment system at their  
26 assisted living facilities to set staffing. That is why I agreed to participate in this lawsuit to stop  
27 Aegis from misleading residents and charging them fees to enter the facility that they would not  
28

1 have paid had they known that resident assessments are not used to set facility staffing. For example,  
2 my grandmother paid approximately \$3,285 for the first month's rent, approximately \$3,270 for the  
3 first month's care fees, and a Community Fee of \$7,000. Over the course of her stay, her care fees  
4 increased to an average of around \$3,700 per month.

5 13. I agreed to be a class representative so that other Aegis residents would not have to  
6 go through what my grandmother and mother did. My participation in this class action allowed me  
7 to speak up not only for them but for other residents and families who had no advocate. I believe  
8 that Aegis was effectively deceiving families. I was willing to participate in this lawsuit to bring  
9 this deception to light and, if possible, to begin to fix this fraudulent practice.

10 14. My motivation for participating in this case was never personal financial gain. I have  
11 always understood that my duty was to act in the best interests of class members, Aegis residents  
12 like my grandmother who relied on Aegis' promise to provide the care services it assessed her as  
13 needing.

14 15. I have communicated with my attorneys by telephone and in-person multiple times  
15 since becoming involved in this case in around August of 2016. I have spoken with them by  
16 telephone a handful of times, met in-person with them for a more detailed meeting, and exchanged  
17 emails with them regarding the facts of the case, written discovery and document production, the  
18 progress of the lawsuit, court rulings, settlement negotiations, and the terms of the settlement. To  
19 date, I have devoted approximately ten hours to this case.

20 16. In around October and November of 2018 I supplied information to my attorneys in  
21 order to respond to a total of 10 interrogatories. I also searched for documents at my attorneys'  
22 request. To that end, I supplied information to my attorneys in order to respond to a total of 154  
23 document requests. Responding to the interrogatories required a detailed discussion with my  
24 attorneys regarding the details of my grandmother's, my mother's, and my experiences at Aegis,  
25 including Aegis' failure to provide Margaret the care services they assessed her as needing. I also  
26 spent time discussing settlement offers with my attorneys and reviewing the settlement agreement  
27 and injunction beginning in the first quarter of 2020. All of these activities were time-consuming  
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1 and draining, as they required me to relive and discuss the substandard care my grandmother  
2 received at Aegis.

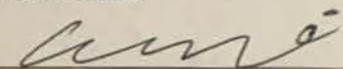
3 17. In signing the attorney representation agreement with class counsel, I agreed to a  
4 provision that reserved my right to support, oppose, or comment upon any proposed settlement, and  
5 to support, oppose, or comment upon any application for compensation by the attorneys in this case.

6 18. Having reviewed the terms of the Stipulation of Settlement and the Injunction, I  
7 support the final approval of this Class Settlement and the attorney's request for compensation for  
8 the work they have done on the case. In addition to the monetary relief secured through this  
9 settlement, I understand that the injunctive relief secured through this settlement is the best non-  
10 financial outcome that counsel determined could be achieved. I understand that the Injunction,  
11 among its other terms, requires Aegis to set staffing at its facilities based on Aegis's determination  
12 of the staffing hours reasonably required to perform the assessed care tasks needed by the residents  
13 as determined by Aegis's assessment procedures, the amount of time it takes to accomplish the given  
14 tasks, the experience and/or education of the staff, and the ability of staff to perform various tasks  
15 in parallel; and to implement an auditing process for Aegis to investigate and correct deviations  
16 from Aegis care standards at Aegis-branded assisted living facilities in California and Washington.  
17 Therefore, accepting that counsel have attained significant justice for class members, I believe it is  
18 in the best interests of the class members that this settlement go forward.

19 19. The settlement says that I can apply for a service award, but I agreed to the settlement  
20 knowing there was no guarantee I would receive a service award. The most important part of the  
21 settlement for me is the improvements that will be made to ensure Aegis staffs its facilities in  
22 sufficient numbers to meet the needs of its residents.

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

25 Executed on this 8<sup>th</sup> day of June 2021, in Lafayette, California.

26 

27 Andrew Bardin

# EXHIBIT Q

1 Christopher J. Healey, State Bar No. 105798  
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8 George Kawamoto, State Bar No. 280358  
9 Brian S. Umpierre, State Bar No. 236399  
10 **STEBNER AND ASSOCIATES**  
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14 Fax: (415) 362-9801

15 Guy B. Wallace, State Bar No. 176151  
16 **SCHNEIDER WALLACE**  
17 **COTTRELL KONECKY LLP**  
18 2000 Powell Street, Suite 1400  
19 Emeryville, California 94608  
20 Tel: (415) 421-7100  
21 Fax: (415) 421-7105

22 [Additional Counsel listed on service list]

23 Attorneys for Plaintiffs and the Proposed Class

24 **UNITED STATES DISTRICT COURT**

25 **NORTHERN DISTRICT OF CALIFORNIA**

26 Kathi Troy, as Successor-in-Interest to the  
27 Estate of June Newirth; Barbara Feinberg;  
28 Elizabeth Barber, Andrew Bardin, and Thomas  
Bardin as successors-in-interest to the Estate of  
Margaret Pierce; and Carol Morrison, by and  
through her Attorney-in-Fact Stacy Van Vleck,  
on their own behalves and on behalf of others  
similarly situated,

Plaintiffs,

vs.

Aegis Senior Communities, LLC, dba Aegis  
Living; and Does 1 - 100,

Defendants.

CASE NO. 4:16-cv-03991-JSW

**DECLARATION OF THOMAS  
BARDIN IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARD**

1 I, Thomas Bardin, hereby declare:

2 1. If called to testify as to the information contained herein, I would and could  
3 competently do so as stated below. The following is based on my own personal knowledge.

4 2. I am the grandson of Plaintiff and decedent Margaret Pierce, who was a resident of  
5 Aegis of Moraga in Moraga, California from approximately March 18, 2013 to January 2015. I  
6 served as a proposed class representative in this case as a beneficiary to the Margaret Pierce  
7 Revocable Living Trust, and a successor-in-interest to the Estate of Margaret Pierce.

8 3. Margaret Pierce's daughter (and my mother), Linda Bardin, held durable power of  
9 attorney on her mother's behalf from approximately 2011 until my grandmother's death in March  
10 2016. Beginning in about 2011, our family began to notice that my grandmother was experiencing  
11 memory issues. At around that time, my grandmother received a neuropsychic evaluation resulting  
12 in a recommendation that she no longer live alone in her then-existing apartment. By 2013, it was  
13 apparent that Margaret was no longer competent to live on her own anymore. My mother and her  
14 sister decided it was time to move our grandmother to assisted living.

15 4. My mother Linda was primarily in charge of searching for an appropriate assisted  
16 living facility for Margaret and worked earnestly to do so in February and March of 2013. Linda  
17 discussed assisted living options with people close to her that she trusted and visited some of the  
18 assisted living facilities in our local area, including Aegis of Pleasant Hill and Aegis of Moraga, in  
19 addition to facilities operated by other big, assisted living chains. The criterion my mother  
20 considered when searching for assisted living options included proximity to my mother and my  
21 brother and I, the size of the facility, staffing, and affordability.

22 5. I accompanied my grandmother, mother, aunt, brother Andy, and cousin Liz to lunch  
23 at Aegis of Moraga in advance of a tour of the facility we took together at the beginning of March  
24 2013. Most of our interaction during the tour was with the Activities Director, who described the  
25 activities offered at Aegis of Moraga. We also noticed during our tour that the care staff had multiple  
26 responsibilities including serving lunch to the residents. Nevertheless, the General Manager told us  
27 the facility would be able to meet Margaret's needs by assigning a certain number of points to her  
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1 based on a needs assessment, and the number of points would encompass all of her daily and medical  
2 needs. Based our collective experience on the day of the tour, our family decided to select Aegis of  
3 Moraga for Margaret, where she initially resided in the Assisted Living portion of the facility before  
4 moving to Memory Care wing in the summer of 2014.

5 6. Within the next couple of days, Aegis of Moraga conducted a needs assessment of  
6 my grandmother. At around the same time, my mother participated in a “signing meeting” with the  
7 General Manager of Aegis of Moraga. During this meeting, my mother explained to the General  
8 Manager her understanding of Aegis’ point system, whereby the number of points assigned to  
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11 Manager’s representations and the language in the Residency and Care Agreement, we reasonably  
12 understood that for every increase in points, Margaret would require more attention from staff, and  
13 Aegis would charge her more for that increased staff attention. We reasonably expected that Aegis  
14 would maintain sufficient staffing levels to take care of my grandmother, including as her points  
15 (and needs) increased.

16 7. During our grandmother’s time at Aegis of Moraga my brother Andy and I visited  
17 Margaret mostly on special occasions and when our mother was out of town. Our mother visited  
18 Margaret several times weekly. By approximately December 2013, we began to notice that Aegis  
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24 completing the checks. Other services Aegis did not provide to my grandmother (but for which they  
25 were paid) included showering, escorting to meals, and time/place orientation.

26 8. The quality of care my grandmother received from Aegis continued to decline in  
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9 common area so fewer staff could keep all of them within eyesight.

10 10. My mother complained on numerous occasions to Aegis management, including to  
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16 for.

17 11. I initially had concerns about becoming a class representative in this case, including  
18 that my participation would consume an inordinate amount of time and, most importantly, that  
19 participating in this litigation would resurface painful memories. My grandmother's experience at  
20 Aegis of Moraga was difficult for our entire family. During her stay there, various family members  
21 including myself, my brother, my cousin, my aunt, and most often my mother visited Margaret and  
22 tried to advocate for her.

23 12. Despite these concerns, I believe that Aegis misled my mother (who executed the  
24 Residence and Care Agreement on my grandmother's behalf) and our family – not to mention other  
25 residents and their family members – about how it would use its resident assessment system at their  
26 assisted living facilities to set staffing. That is why I agreed to participate in this lawsuit to stop  
27 Aegis from misleading residents and charging them fees to enter the facility that they would not  
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1 have paid had they known that resident assessments are not used to set facility staffing. For example,  
2 my grandmother paid approximately \$3,285 for the first month's rent, approximately \$3,270 for the  
3 first month's care fees, and a Community Fee of \$7,000. Over the course of her stay, her care fees  
4 increased to an average of around \$3,700 per month.

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11 always understood that my duty was to act in the best interests of class members, Aegis residents  
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14 15. I have communicated with my attorneys by telephone and in-person multiple times  
15 since becoming involved in this case in around August of 2016. I have spoken with them by  
16 telephone a handful of times, met in-person with them for a more detailed meeting, and exchanged  
17 emails with them regarding the facts of the case, written discovery and document production, the  
18 progress of the lawsuit, court rulings, settlement negotiations, and the terms of the settlement. To  
19 date, I have devoted approximately ten hours to this case.

20 16. In around October and November of 2018 I supplied information to my attorneys in  
21 order to respond to a total of 10 interrogatories. I also searched for documents at my attorneys'  
22 request. To that end, I supplied information to my attorneys in order to respond to a total of 154  
23 document requests. Responding to the interrogatories required a detailed discussion with my  
24 attorneys regarding the details of my grandmother's, my mother's, and my experiences at Aegis,  
25 including Aegis' failure to provide Margaret the care services they assessed her as needing. I also  
26 spent time discussing settlement offers with my attorneys and reviewing the settlement agreement  
27 and injunction beginning in the first quarter of 2020. All of these activities were time-consuming  
28

1 and draining, as they required me to relive and discuss the substandard care my grandmother  
2 received at Aegis.

3 17. In signing the attorney representation agreement with class counsel, I agreed to a  
4 provision that reserved my right to support, oppose, or comment upon any proposed settlement, and  
5 to support, oppose, or comment upon any application for compensation by the attorneys in this case.

6 18. Having reviewed the terms of the Stipulation of Settlement and the Injunction, I  
7 support the final approval of this Class Settlement and the attorney's request for compensation for  
8 the work they have done on the case. In addition to the monetary relief secured through this  
9 settlement, I understand that the injunctive relief secured through this settlement is the best non-  
10 financial outcome that counsel determined could be achieved. I understand that the Injunction,  
11 among its other terms, requires Aegis to set staffing at its facilities based on Aegis's determination  
12 of the staffing hours reasonably required to perform the assessed care tasks needed by the residents  
13 as determined by Aegis's assessment procedures, the amount of time it takes to accomplish the given  
14 tasks, the experience and/or education of the staff, and the ability of staff to perform various tasks;  
15 and to implement an auditing process for Aegis to investigate and correct deviations from Aegis  
16 care standards at Aegis-branded assisted living facilities in California and Washington. Therefore,  
17 accepting that counsel have attained significant justice for class members, I believe it is in the best  
18 interests of the class members that this settlement go forward.

19 19. The settlement says that I can apply for a service award, but I agreed to the settlement  
20 knowing there was no guarantee I would receive a service award. The most important part of the  
21 settlement for me is the improvements that will be made to ensure Aegis staffs its facilities in  
22 sufficient numbers to meet the needs of its residents.

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

25 Executed on this 10 day of June 2021, at Concord, California.

26   
27 \_\_\_\_\_  
28 Thomas Bardin



# **EXHIBIT R**

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22 [Additional Counsel listed on service list]

23 Attorneys for Plaintiffs and the Proposed Class

24 **UNITED STATES DISTRICT COURT**

25 **NORTHERN DISTRICT OF CALIFORNIA**

26 Kathi Troy, as Successor-in-Interest to the  
27 Estate of June Newirth; Barbara Feinberg;  
28 Elizabeth Barber, Andrew Bardin, and Thomas  
Bardin as successors-in-interest to the Estate of  
Margaret Pierce; and Carol Morrison, by and  
through her Attorney-in-Fact Stacy Van Vleck,  
on their own behalves and on behalf of others  
similarly situated,

Plaintiffs,

vs.

Aegis Senior Communities, LLC, dba Aegis  
Living; and Does 1 - 100,

Defendants.

CASE NO. 4:16-cv-03991-JSW

**DECLARATION OF STACY VAN  
VLECK IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARD**

1 I, Stacy Van Vleck, hereby declare:

2 1. If called to testify as to the information contained herein, I would and could  
3 competently do so as stated below. The following is based on my own personal knowledge.

4 2. I am the daughter of Plaintiff Carol Morrison and was appointed as her Attorney-in-  
5 Fact in a duly executed durable power of attorney on May 20, 2015. My mother was a resident of  
6 Aegis of Issaquah in Issaquah, Washington from approximately June 24, 2015 to July 25, 2016. I  
7 served as a proposed class representative in this case as Carol Morrison's power of attorney.

8 3. My sisters and I noticed our mother's quality of life beginning to decline in about  
9 2014 and at that time began providing assistance to her two to three times per week at her private  
10 residence. By about May 2015, my mother needed more assistance than my sisters and I were able  
11 to provide. We began to consider assisted living options while Carol alternated staying with my  
12 sister Sheila and me.

13 4. As with all important decisions concerning our mother, my sisters and I began to  
14 investigate assisted living options for Carol. We compiled a list of potential options, designed to  
15 keep Carol relatively close to Shiela, me, and one of her best friends so we could visit regularly. We  
16 visited approximately three assisted living facilities, including Aegis of Issaquah.

17 5. Carol, my two sisters, and I toured Aegis of Issaquah in mid-May, 2015, where I met  
18 whom I believe was the Marketing Director, a nurse, and the Executive Director. In response to our  
19 questions about how Aegis charged its residents, we were told Aegis billed a base rate for a room  
20 as well as a fee for the provision of services Carol was assessed as needing. We were assured that  
21 Aegis of Issaquah had a sufficient number of staff to handle my mother's personality and her  
22 dementia; that they conducted additional training for vulnerable adults with memory deficits and  
23 Carol would be safe. Based on Aegis' assurances, we decided to place Carol at Aegis of Issaquah  
24 for a 30-day respite stay in order to see how she would adjust and react to her new surroundings  
25 before making a final decision for placement.

26 6. While Carol was at Aegis of Issaquah on her respite stay, I sought further clarification  
27 from staff on Aegis' assessment and calculation of daily fees for basic services and for care. At this  
28

1 time, a nurse told me Aegis charged a certain dollar amount per assessment point, and that the points  
2 were correlated with how much staff time was required to provide assistance to residents with their  
3 activities of daily living. I understood this to mean that care points identified a resident's needs and  
4 that those needs would be met by care staff. This was reinforced by the language in Carol's  
5 Residency and Care Agreement – which stated “Aegis will perform reassessments in light of your  
6 changing needs to determine the services that You may require. You will receive the services  
7 appropriate to your individual need” – and her Individualized Service Plan which, for example,  
8 stated “Staff will provide stand-by assistance with all grooming tasks. Staff will evaluate ongoing  
9 needs for assistance with grooming.”

10 7. Although Carol did not appear to be 100% happy at the end of her 30-day respite  
11 stay, she was safe and Aegis appeared to be attentive to her needs. Overall, Carol was acclimating  
12 to her new surroundings and it appeared she was given all the necessary care that she needed. My  
13 sisters and I agreed that Carol would reside at Aegis of Issaquah permanently.

14 8. Despite the points Aegis assessed my mother as needing increased over her time at  
15 Issaquah, she did not receive the services she was paying for. For example, on multiple occasions I  
16 found Carol in linens and adult diapers soiled with urine. Her teeth, hair, and nails were often left  
17 uncleaned. Carol paid for bathing assistance but frequently did not shower; my sister and I would  
18 bathe our mother. Nor did Aegis remind Carol of meal times, which led to frequent missed meals,  
19 particularly breakfast. More often than not I or my sisters had to perform the daily tidying and  
20 housekeeping services because Aegis would not. The communication between our family and Aegis  
21 of Issaquah regarding Carol's medications was a constant source of conflict.

22 9. I visited my Mom at Aegis of Issaquah regularly. With the frequency of my visits, I  
23 also noticed the overall lack of supervision Aegis care staff provided to the residents. For example,  
24 other, male residents would enter my mother's room uninvited, sometimes removing items from her  
25 refrigerator. Also, my Mom's mental status at times manifested itself in behavioral issues, including  
26 altercations with other residents. Yet, Aegis staff never seemed to be present to defuse a situation

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1 before it turned physical. When I asked staff why that was, I was told the caregivers were in other  
2 rooms assisting other people in one of the memory care cottages.

3 10. I initially had concerns about becoming a class representative in this case including  
4 potential retaliation resulting from participating in a lawsuit. Carol's experience at Aegis of  
5 Issaquah was difficult for our entire family. During her stay there, I visited regularly and was my  
6 Mom's advocate. I also advocated for residents who could not speak for themselves and had no  
7 regular visitors. As a result, I had already experienced many unsatisfying interactions with Aegis,  
8 including Aegis of Issaquah's Executive Director, and a nurse and doctor whom I believe were  
9 employed by the facility. I was concerned that my participation in this lawsuit would consume a lot  
10 of my time.

11 11. Despite these concerns, I believe that Aegis misled my mother and our family – not  
12 to mention other residents and their family members – about how it would use its resident  
13 assessment system at their assisted living facilities to set staffing. That is why I agreed to participate  
14 in this lawsuit to stop Aegis from misleading residents and charging them fees to enter the facility  
15 that they would not have paid had they known that resident assessments are not used to set facility  
16 staffing. For example, my Mom paid approximately \$4,170 for the first month's rent, approximately  
17 \$1339 for the first month's care fees, and a Community Fee of \$8,000. Over the course of her stay,  
18 her care fees increased to an average of around \$1,853 a month.

19 12. I agreed to be a class representative so that other Aegis residents would not have to  
20 go through what my mother did. My participation in this class action allowed me to speak up not  
21 only for her but for other residents and families who had no advocate. I believe that Aegis was  
22 effectively deceiving families. I witnessed Aegis staff repeatedly making representations to  
23 potential resident families when those same managers knew that they had no ability to make good  
24 on those statements. I was willing to participate in this lawsuit to bring this deception to light and,  
25 if possible, to begin to fix this fraudulent practice.

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1           13. My motivation for participating in this case was never personal financial gain. I have  
2 always understood that my duty was to act in the best interests of class members, Aegis residents  
3 like my mother who relied on Aegis' promise to provide the care services it assessed her as needing.

4           14. Since about June of 2018, I have communicated with my attorneys on a regular basis.  
5 I have spoken with them by telephone more than a dozen times and exchanged many emails with  
6 them regarding the facts of the case, developments regarding my mother's care, written discovery  
7 and document production, the progress of the lawsuit, court rulings, settlement negotiations, and the  
8 terms of the settlement. To date, I have devoted approximately twenty hours to this case.

9           15. For example, in November and December 2018, I spoke over the phone and emailed  
10 with my attorneys in order to respond to written discovery. I responded to a total of four  
11 interrogatories. I also searched for and provided documents to my attorneys over the course of my  
12 involvement in this case. To that end, I responded to a total of 13 document requests. Responding  
13 to the interrogatories required discussions with my attorneys regarding the details of Carol's, my  
14 sisters', and my experiences at Aegis, including Aegis' failure to provide Carol the care services  
15 they assessed her as needing. Responding to the document requests required gathering documents  
16 such as my correspondence with Aegis about my mother's care, in addition to Carol's Residence  
17 and Care Agreement and resident assessments and service plans. Assisting my attorneys with  
18 responding to written discovery also informed by preparation for oral deposition, which I sat for  
19 during a full day session on April 23, 2019. I also spent time discussing mediation and settlement  
20 offers with my attorneys and reviewing the settlement agreement and injunction beginning in the  
21 first quarter of 2020. All of these activities were time-consuming and draining, as they required me  
22 to relive and discuss the substandard care my Mom received at Aegis.

23           16. In signing the attorney representation agreement with class counsel, I agreed to a  
24 provision that reserved my right to support, oppose, or comment upon any proposed settlement, and  
25 to support, oppose, or comment upon any application for compensation by the attorneys in this case.

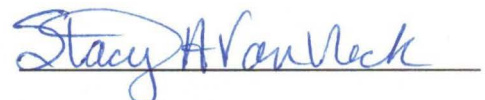
26           17. Having reviewed the terms of the Stipulation of Settlement and the Injunction, I  
27 support the final approval of this Class Settlement and the attorney's request for compensation for  
28

1 the work they have done on the case. In addition to the monetary relief secured through this  
2 settlement, I understand that the injunctive relief secured through this settlement is the best non-  
3 financial outcome that counsel determined could be achieved. I understand that the Injunction,  
4 among its other terms, requires Aegis to set staffing at its facilities based on Aegis's determination  
5 of the staffing hours reasonably required to perform the assessed care tasks needed by the residents  
6 as determined by Aegis's assessment procedures, the amount of time it takes to accomplish the given  
7 tasks, the experience and/or education of the staff, and the ability of staff to perform various tasks;  
8 and to implement an auditing process for Aegis to investigate and correct deviations from Aegis  
9 care standards at Aegis-branded assisted living facilities in California and Washington. Therefore,  
10 accepting that counsel have attained significant justice for class members, I believe it is in the best  
11 interests of the class members that this settlement go forward.

12 18. The settlement says that I can apply for a service award, but I agreed to the settlement  
13 knowing there was no guarantee I would receive a service award. The most important part of the  
14 settlement for me is the improvements that will be made to ensure Aegis staffs its facilities in  
15 sufficient numbers to meet the needs of its residents.

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

18 Executed on this 7 day of June 2021, in Easton, Washington

19  
20 

21 Stacy Van Vleck  
22  
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26  
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28

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13 [Additional counsel listed on service list]

14 Attorneys for Plaintiffs and the Settlement Class

15 **UNITED STATES DISTRICT COURT**

16 **NORTHERN DISTRICT OF CALIFORNIA - OAKLAND**

17 Kathi Troy, as Successor-in-Interest to the  
18 Estate of June Newirth; Barbara Feinberg;  
19 Elizabeth Barber, Andrew Bardin, and  
20 Thomas Bardin as successors-in-interest to  
21 the Estate of Margaret Pierce; and Carol  
22 Morrison, by and through her Attorney-in-  
23 Fact Stacy Van Vleck, on their own behalves  
24 and on behalf of others similarly situated,

25 Plaintiffs,

26 vs.

27 Aegis Senior Communities, LLC, dba Aegis  
28 Living; and Does 1 Through 100,

Defendants.

CASE NO. **4:16-cv-03991-JSW**

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
MOTION FOR ATTORNEYS' FEES,  
COSTS, AND SERVICE AWARDS**

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Date: August 20, 2021  
Time: 9:00 a.m.  
Place: Courtroom 5, 2nd Floor  
Judge: Hon. Jeffrey S. White



**INTRODUCTION**

Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards (“Motion”) came on for hearing on August 20, 2021, at 9:00 a.m., in Courtroom 5 of the United States District Court for the Northern District of California, with the Honorable Jeffrey S. White presiding.

Plaintiffs moved the Court for an award of \$6,350,000 in attorneys’ fees; \$1,174,531.06 in litigation expenses and costs; and a service award in the amount of \$15,000 to each Named Plaintiff, totaling \$75,000.

Having considered the Parties’ Stipulation of Settlement; Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards (“Motion”); the briefing in support of the Motion; the Declarations and exhibits attached thereto; the relevant legal authority; the record in this case; and the argument of Counsel at the hearing thereon; the Court hereby FINDS, ORDERS, AND ADJUDGES as follows:<sup>1</sup>

**I. PLAINTIFFS’ ATTORNEYS’ FEE REQUEST IS FAIR, REASONABLE, AND JUSTIFIED**

As the underlying claims are based on state law, the Court applies state law with respect to the fee request. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002); *Relente v. Viator, Inc.*, 2015 WL 3613713 at \*1 (N.D. Cal., June 9, 2015).

In the California Action, Plaintiffs asserted California state law claims that included mandatory fee shifting provisions. The Consumers Legal Remedies Act (Cal. Civil Code §§ 1750 *et seq.*, 1780(e)), as well as the California Financial Elder Abuse statute (Cal. W&I Code § 15657.5), require mandatory payment of attorneys’ fees and costs to successful plaintiffs. Thus, some award of attorneys’ fees is mandatory. *Kim v. Euromotors West/The Auto Gallery*, 149 Cal.App.4th 170, 177 (2007). The California Unfair Competition Law (UCL) claim will also support fee recovery under the “private attorney general” theory if the lawsuit enforces an

<sup>1</sup> The Court, for purposes of this Order Granting Motion for Attorneys’ Fees, Costs, and Service Awards, adopts and incorporates the terms and definitions set forth in the Stipulation of Settlement (“SS”).

1 important right affecting the public interest. Code Civ. Proc., § 1021.5; *Laffitte v. Robert Half*  
2 *Internat. Inc.*, 1 Cal.5th 480, 489 (2016). Further, under California law, the court may award  
3 reasonable attorneys’ fees and costs when a litigant proceeding in a representative capacity has  
4 achieved a “substantial benefit” for a class of persons. *Serrano III v. Priest*, 20 Cal.3d 25, 38  
5 (1977) (“*Serrano III*”).

6 In the Washington Action, the Washington state law claims also include mandatory fee  
7 shifting provisions. See RCW § 19.98.090 (CPA); RCW § 74.34.200(3) (Financial Exploitation).  
8 Washington courts consider the value of “future benefits” in determining the overall recovery  
9 obtained. *Vizcaino*, 142 F. Supp. 2d at 1302; see also, *Bowles v. Department of Retirement*  
10 *Systems*, 121 Wash.2d 52, 70–74 (1993). Overall, Washington courts also look to federal law for  
11 guidance on attorneys’ fee awards. *Vizcaino*, 290 F.3d at 1047.

12 There are two methods of calculating attorneys’ fees in civil class actions: (1) the  
13 lodestar/multiplier method, and (2) the percentage of recovery method. *Wershba v. Apple*  
14 *Computer, Inc.*, 91 Cal.App.4th 224, 254 (2001). Under Washington law, the percentage-of-  
15 recovery approach is generally used in calculating fees in common fund cases. *Vizcaino v.*  
16 *Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002); *Bowles v. Dep’t of Ret. Sys.*, 121 Wash.2d  
17 52, 72 (1993). California law also allows courts to use the percentage of recovery approach with a  
18 lodestar cross-check. *Laffitte*, 1 Cal.5th at 503. Under Ninth Circuit law, the district court has  
19 discretion in common fund cases to choose either the lodestar method or the percentage of  
20 recovery. *Vizcaino*, 290 F.3d at 1047; *In Re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d  
21 1291, 1295-96 (9th Cir. 1994).

22 The Ninth Circuit has approved the use of a lodestar method where the underlying claims  
23 provide for fee-shifting and the relief obtained includes an injunction. See *In re Bluetooth Headset*  
24 *Prods. Liab. Litig.*, 654 F.3d 935, 944 (9th Cir. 2011) (“The “lodestar method” is appropriate in  
25 class actions brought under fee-shifting statutes (such as federal civil rights, securities, antitrust,  
26 copyright, and patent acts), where the relief sought—and obtained—is often primarily injunctive  
27 in nature and thus not easily monetized, but where the legislature has authorized the award of fees

1 to ensure compensation for counsel undertaking socially beneficial litigation); *Hanlon v. Chrysler*  
 2 *Corp.*, 150 F.3d 1011, 1029 (9th Cir.1998); *Relente v. Viator, Inc.*, 2015 WL 3613713 at \* \_\_ (ND  
 3 Cal, June 9, 2015).

4 However, the Ninth Circuit has also noted the judicial economy benefits of the percentage  
 5 of recovery approach:

6 “Where a settlement produces a common fund for the benefit of the entire class, courts  
 7 have discretion to employ either the lodestar method or the percentage-of-recovery  
 8 method. *In re Mercury Interactive Corp.*, 618 F.3d 988, 992 (9th Cir.2010) (citing *Powers*  
 9 *v. Eichen*, 229 F.3d 1249, 1256 (9th Cir.2000)). Because the benefit to the class is easily  
 10 quantified in common-fund settlements, we have allowed courts to award attorneys a  
 11 percentage of the common fund in lieu of the often more time-consuming task of  
 12 calculating the lodestar. Applying this calculation method, courts typically calculate 25%  
 of the fund as the “benchmark” for a reasonable fee award, providing adequate explanation  
 in the record of any “special circumstances” justifying a departure. *Six (6) Mexican*  
*Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir.1990); *Paul, Johnson,*  
*Alston & Hunt v. Graulity*, 886 F.2d 268, 272 (9th Cir.1989).” *In re BlueTooth*, 654 F.3d at  
 942.

13 **A. Plaintiffs’ Fee Request is Reasonable Under the Lodestar Analysis**

14 Under California law, “[t]he primary method for establishing the amount of reasonable  
 15 attorney fees is the lodestar method.” *In re Vitamin Cases*, 110 Cal.App.4th 1041, 1052 (2003),  
 16 (internal quotation marks and citations omitted). *See also, Serrano III*, 20 Cal.3d at 49 (quoting  
 17 *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 470 (2d Cir. 1974)); *In re Bluetooth Headset*  
 18 *Products Liab. Lit.*, 654 F.3d 935, 941 (9th Cir. 2011). In consumer protection cases that provide  
 19 for mandatory fee-shifting (such as the instant case), the Court must also consider that “legislative  
 20 policies are in favor of [plaintiffs’] recovery of all attorney’s fees reasonably expended, without  
 21 limiting the fees to a proportion of [their] actual recovery.” *Graciano v. Robinson Ford Sales,*  
 22 *Inc.*, 144 Cal.App.4th 140, 164 (2006). These principles support the reasonableness of the fees  
 23 requested here.

24 **1. Class Counsels’ Lodestar Amounts Are Reasonable**

25 The lodestar method requires the Court to determine a “touchstone” or lodestar figure  
 26 based on a compilation of time spent and reasonable hourly compensation for each attorney. *See,*  
 27 *e.g., Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553, 579 (2004); *Vo v. Las Virgenes Mun.*

1 *Water Dist.*, 79 Cal.App.4th 440, 445 (2000); *Lealao*, 82 Cal.App.4th at 26; *Hanlon v. Chrysler*  
2 *Group, Inc.*, 150 F.3d 1011, 1029 (9th Cir. 1998). Generally, hours are reasonable if they were  
3 “reasonably expended in pursuit of the ultimate result achieved in the same manner that an  
4 attorney traditionally is compensated by a fee-paying client.” *Hensley v. Eckerhart*, 461 U.S. 424,  
5 431 (1983). *See also Ketchum v. Moses*, 24 Cal.4th 1122, 1133 (2001) (fee award should be “fully  
6 compensatory [and] absent circumstances rendering the award unjust, an attorney fee award  
7 should ordinarily include compensation for *all* the hours reasonably spent.”) (emphasis in  
8 original); *Serrano III*, 20 Cal. 3d at 49 (counsel are entitled to compensation for all hours  
9 reasonably expended); *Hensley*, 461 U.S. at 435-36; *Caudle v. Bristow Optical Co., Inc.*, 224 F.3d  
10 1014, 1028 (9th Cir. 2000); *Cabrales v. County of Los Angeles*, 935 F.2d 1050, 1052-53 (9th Cir.  
11 1991).

12 Class Counsel attest that, in total, they have expended 17,191.4 hours for an unadjusted  
13 lodestar of \$10,817,440.50. The Court has reviewed the Declarations of Kathryn Stebner, Chris  
14 Healey, Guy Wallace, Michael Thamer, Robert Arns, Megan Yarnall, David Marks, Dan Drachler,  
15 Leah Snyder, and Kirsten Fish describing the work performed by Class Counsel on this case. The  
16 total hours claimed by Class Counsel are approved based on evidence presented of the work  
17 performed, including detailed summaries, and the results achieved. The Court is also satisfied that  
18 Class Counsel have exercised appropriate and significant billing judgment by not requesting fees  
19 for unproductive or duplicative work.

20 Accordingly, the Court finds the number of hours that Class Counsel devoted to this case is  
21 reasonable.

22 2. **Class Counsel’s Hourly Rates Are Well Within the Prevailing Rates for**  
23 **Similar Complex Civil Litigation**

24 The second step is determining the reasonable market value of the attorneys’ services at an  
25 hourly rate. *Ketchum*, 24 Cal.4th at 1134; *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 979 (9th  
26 Cir. 2008). This rule applies even when attorneys normally work on a contingent fee basis. *See,*  
27 *e.g., Robertson v. Fleetwood Travel Trailers of Cal., Inc.*, 144 Cal.App.4th 785, 818 (2006). Rates are

1 reasonable if they are “within the range of reasonable rates charged by and judicially awarded  
2 comparable attorneys for comparable work.” *Children’s Hosp. and Med. Ctr. v. Bonta*, 97  
3 Cal.App.4th 740, 783 (2002). A reasonable hourly rate is the prevailing rate charged by attorneys of  
4 similar skill and experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal.4th  
5 1084, 1095 (2000). Declarations regarding the prevailing market rate in the relevant community are  
6 sufficient to establish a reasonable hourly rate. *See Widrig v. Apfel*, 140 F.3d 1207, 1209 (9th Cir.  
7 1998).

8 In support of their motion, Settlement Class Counsel submitted a declaration from Richard  
9 M. Pearl, who opined on the reasonableness of the rates charged by counsel. (Declaration of  
10 Richard M. Pearl, ¶¶ 10-13.) Mr. Pearl relies on rates that have been approved in other cases and  
11 refers to the rates charged by other firms within the Northern District that are similar to the rates  
12 charged by Settlement Class Counsel. Class Counsel also attested that the rates requested here are  
13 also similar or equal to Class Counsel’s rates in class actions against operators of assisted living  
14 and skilled nursing facilities previously approved by U.S. District Judge Vince Chhabria in *Carnes*  
15 *v. Atria Senior Living, Inc.* (N.D. Cal., case no. 3:14-cv-02727-VC); U.S. District Judge Haywood  
16 Gilliam in *Winans v. Emeritus Corporation* (N.D. Cal., case no. 3:13-cv-03962-HSG); Chief  
17 Judge of the Northern District of California Claudia Wilken in *Wehlage v. Evergreen at Arvin*  
18 *LLC* (N.D. Cal., case no. 3:10-cv-05839-CW); and U.S. District Judge Jeffrey S. White in *Walsh*  
19 *v. Kindred Healthcare, et al.* (N.D. Cal., case no. 3:11-cv-00050-JSW). Class Counsel also  
20 attested that rates similar or equal to Class Counsel’s rates in this case were also previously  
21 approved in the Superior Court of California by Judge Stephen Kaus in *Lollock v. Oakmont Senior*  
22 *Living, LLC, et al.* (Alameda Cty. Sup. Ct., Case No. RG17875110); Judge Robert Freedman in  
23 *Valentine v. Thekkek Health Services, Inc., et al.* (Alameda Cty. Sup. Ct., Case No.  
24 RG10546266); Judge Wynne Carvill in *Shuts v. Covenant Holdco LLC* (Alameda Cty. Sup. Ct.,  
25 Case No. RG 10551807), *Dalao v. LifeHouse Holdings, LLC* (Alameda Cty. Sup. Ct., Case No.  
26 RG12660602), and *Correa v. SnF Management Company, LLC* (Alameda Cty. Sup. Ct., Case No.  
27 RG-13664498); Judge Jane Johnson in *Montreuil v. The Ensign Group, Inc.* (Los Angeles Cty.

1 Sup. Ct., Case No. BC449162); Judge Richard Kramer in *Hernandez v. Golden Gate Equity*  
2 *Holdings, LLC* (San Francisco Cty. Sup. Ct., Case No. CGC-10-505288); and Judge George  
3 Hernandez, Jr. in *Regina v. Hycare, Inc.* (Alameda Cty. Sup. Ct., Case No. RG-12647573).

4 Accordingly, the Court finds the hourly rates requested by Class Counsel to be reasonable  
5 and in line with the market rates charged by skilled counsel in the Northern District in similar  
6 complex civil litigation.

7 **B. Plaintiffs' Fee Request Represents a Negative Multiplier on the Present**  
8 **Lodestar, Even Though A Positive Multiplier is Justified**

9 Once this lodestar figure has been determined, the Court may take into account other  
10 "enhancement" factors to adjust the lodestar award. As the California Supreme Court has held,  
11 contingency fees should be higher than fees for the same legal services paid concurrently with the  
12 provision of the services. *Ketchum*, 24 Cal.4th at 1132-33; *see also Fischel v. Equitable Life*  
13 *Assurance Soc'y of the United States*, 98 Fed.App'x. 581, 583 (9th Cir. 2004) (holding that it is an  
14 abuse of discretion to fail to apply a risk multiplier when attorneys take a case with the expectation  
15 that they will receive a risk enhancement if they prevail, their hourly rate does not reflect that risk,  
16 and there is evidence that the case was risky). "A lawyer who both bears the risk of not being paid  
17 and provides legal services is not receiving the fair market value of his work if he is paid only for  
18 the second of these functions. If he is paid no more, competent counsel will be reluctant to accept  
19 fee award cases." *Ketchum*, 24 Cal.4th at 1133. Application of that rule is particularly appropriate  
20 where the case is brought to redress important rights of vulnerable persons. *Id.* In short, a risk  
21 enhancement is neither a bonus nor a windfall. It is "earned compensation; unlike a windfall, it is  
22 neither unexpected nor fortuitous. Rather it is intended to approximate market-level compensation  
23 for such services which typically pay a premium for the risk of nonpayment or delay in payment  
24 of attorney's fees." *Ketchum*, 24 Cal.4th at 1138.

25 Factors considered in determining whether a lodestar multiplier is appropriate generally  
26 include: (1) the risks presented by the contingent nature of the case; (2) the novelty and difficulty  
27 of the questions involved and the skill requisite to perform the legal service properly; (3) the

1 nature of the opposition; (4) the preclusion of other employment by the attorney due to acceptance  
 2 of the case; and (5) the result obtained and the importance of the lawsuit to the public. *Graham*,  
 3 34 Cal.4th at 582; *Serrano III*, 20 Cal.3d at 48-49; *Edgerton v. State Pers. Bd.*, 83 Cal.App.4th  
 4 1350, 1363 (2000); *Hanlon*, 150 F.3d at 1029.

5 Class Counsel bore the substantial risk of an uncertain outcome in agreeing to prosecute this  
 6 class action case purely on a contingency fee basis. Class Counsel attested their hourly rates do not  
 7 include consideration of risk, and they gave up other work or were unable to take on other work as  
 8 a result of pursuing this case. Notwithstanding the foregoing, Class Counsel have managed to  
 9 achieve a good result and a substantial benefit for the members of the settlement class of current  
 10 and former residents at Aegis assisted living facilities in California and Washington. In addition to  
 11 significant cash payments, the case settlement produced substantial non-monetary relief by way of  
 12 a Stipulated Order for Injunction.<sup>2</sup> The Court finds that all these factors favor approval of a  
 13 positive multiplier, even though Class Counsel's present fee request represents a negative  
 14 multiplier.

15 The Court finds these factors collectively confirm that Plaintiffs' fee request is fair,  
 16 reasonable and justified under the applicable law and the factual circumstances.

17 **C. The Fee Request is Reasonable Under the Percentage-Of-Recovery Analysis**

18 Under the percentage of recovery approach, the Court considers total value of the benefits  
 19 conferred on the class. *Serrano III*, 20 Cal.3d 25, 34; *Lealao*, 82 Cal.App.4th at 49-50; *Graciano*  
 20 *v. Robinson Ford Sales, Inc.*, 144 Cal.App.4th 140, 164 (2006); 3 *Newberg on Class Actions*, §  
 21 14.7.

22 Viewed from a "percentage of fund" perspective, the fee request here of \$6,350,000  
 23 represents 39% of the Settlement Fund of \$16,250,000. Even without consideration of the  
 24 injunction value, that is within the range approved in comparable consumer class actions. Fee  
 25 awards of 35% or more are not unusual. *See, e.g., Morris v. Lifescan, Inc.*, 54 Fed. Appx. 663,

26 \_\_\_\_\_  
 27 <sup>2</sup> This non-monetary term further supports the reasonableness of the fee request given the overall  
 28 settlement value.

1 664 (9th Cir.2003) (Ninth Circuit approved 33%); *Principe v. Ukropina (In re Pacific Enters. Sec.*  
2 *Litig.*), 47 F.3d 373, 379 (9th Cir., 1995); *In re Ampicillin Antitrust Litig.*, 526 F. Supp. 494, 503  
3 (D.D.C. 1981)(40.4%); *Van Gemert v. Boeing Co.*, 516 F. Supp. 412, 420 (S.D.N.Y. 1981)(36%);  
4 *Cicero v. DirectTV, Inc.*, 2010 WL 2991486, at \*7 (C.D. Cal. July 27, 2010) (case survey of class  
5 action settlements “50% [of settlement fund] is the upper limit, with 30-50% commonly awarded  
6 in cases in which the common fund is relatively small.”); *see also 3 Newberg on Class Actions*, §  
7 14.6 (awards typically range from 20% to 50% of the common fund).

8       As California federal trial courts consider the reasonableness of a fee award by reviewing  
9 its percentage of the total value of the benefits obtained, the value of injunctive relief conferred on  
10 the class should also be included. *Serrano v. Priest (Serrano III)*, 20 Cal.3d 25, 34 (1977); *Boeing*  
11 *Co. v. Van Gemert*, 444 U.S. 472, 478-81 (1980); *Lealao v. Beneficial California, Inc.*, 82 Cal.  
12 App. 4th 19, 49-50 (2000); *Graciano v. Robinson Ford Sales, Inc.*, 144 Cal.App.4th 140, 164  
13 (2006); *3 Newberg on Class Actions*, § 14.7; *see also Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43,  
14 46 (2008.) As this Court held in approving a class settlement in an analogous setting, “[t]he  
15 parties also negotiated substantial injunctive relief, and when the Court considers the value of that  
16 injunction, it reduces the overall percentage of fees that counsel will receive.” (*Walsh v. Kindred*  
17 *Healthcare, et al.*, 2013 U.S. Dist. LEXIS 176319, \*9, \*12; *see also Linney v. Cellular Alaska*  
18 *Partnership* (N.D. Cal. July 18, 1997) 1997 WL 450064, at \*\*6-7 (court considers injunctive relief  
19 in evaluating fairness of settlement and fee request).)

20       The Court finds that here, in addition to the \$16.25 million Settlement Fund, the settlement  
21 provides important non-monetary relief. Specifically, the Stipulated Injunction requires Aegis to  
22 provide staffing levels sufficient to provide current residents with the care services set forth in  
23 their service plans at their California and Washington assisted living facilities, which addresses the  
24 crux of Plaintiffs’ case.

25       Plaintiffs’ damages expert, Dr. Patrick Kennedy, calculated the residents’ economic harm  
26 that would have been incurred but-for the Injunction. Dr. Kennedy’s valuation methodology has  
27 been approved in analogous settlements by this Court and others, including in *Walsh v. Kindred*



1 *Healthcare*, C 11-00050 JSW, 2013 WL 6623190, \*\*3-4, 2013 U.S. Dist. LEXIS 176319, \*12  
2 (N.D. Cal. Dec. 16, 2013). Accounting for various real-world factors such as average length of  
3 resident stay, Dr. Kennedy conservatively quantified the avoided economic harm (which is the  
4 equivalent of the benefit received) during the three-year period of the Injunction to be \$48,979,593  
5 (i.e., \$23,045,600 for resident Class Members in Defendant’s California facilities, and \$25,933,992  
6 for resident Class Members in Defendant’s Washington facilities). The estimated per-Settlement  
7 Class Member benefits are \$4,236 and \$6,624 in California and Washington respectively. Those  
8 benefits are in addition to the \$16.25 million Settlement Fund.

9       The value of the injunction is a relevant “special circumstance” and “future benefit” that  
10 justifies an increase from the 25% benchmark. *See, e.g., Vizcaino*, 142 F.Supp. 2d at 1302; *In re*  
11 *Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 97 (9th Cir.1994); *Camden I*  
12 *Condominium Ass’n, Inc. v. Dunkle*, 946 F.2d 768, 775 (11th Cir.1991); *Six (6) Mexican Workers*  
13 *v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir.1990) (noting plaintiffs’ “substantial  
14 success”); *Paul, Johnson, Alston & Hunt v. Graulty*, 886 F.2d 268, 272 (9th Cir.1989); *Vizcaino*,  
15 290 F.3d at 1047-49 (noting “nonmonetary benefits conferred by the litigation are a relevant  
16 circumstance” to consider when evaluating the total benefit of the litigation); *In re BlueTooth*, 654  
17 F.3d at 942.

18       Further, a fee award may be increased or additional funds may be set aside for future  
19 services. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029-30 (9th Cir. 1998). Class Counsel  
20 have estimated that additional fees and costs of approximately \$75,000 to \$100,000 for future  
21 work related to monitoring compliance with the three-year Injunction. This further supports the  
22 reasonableness of the requested fees.

23       Accordingly, the Court finds that the percentage-of-recovery analysis demonstrates the  
24 propriety of Plaintiffs’ requested fee.

25       The Court GRANTS Plaintiffs’ Motion for reasonable attorneys’ fees in the amount of  
26 \$6,350,000.

1 **II. THE REIMBURSEMENT OF LITIGATION EXPENSES IS WARRANTED**

2 Counsel are entitled to recover their reasonable out-of-pocket costs and litigation expenses.  
3 *Staton*, 327 F.3d at 974; *In re Media Vision Tech. Sec. Litig.*, 913 F.Supp. 1362, 1366 (N.D. Cal.  
4 1996). The California Consumers Legal Remedies Act, the California financial elder abuse  
5 statute, and the Washington financial exploitation statute provide for reimbursement of costs  
6 incurred. Cal. Civil Code §§ 1750 *et seq.*, 1780(e); Cal. W&I Code § 15657.5; RCW §  
7 74.34.200(3); *see also Cal. Hous. Fin. Agency v. E. R. Fairway Assocs. I*, 37 Cal.App.4th 1508,  
8 1514 (1995). Reimbursement of costs and litigation expenses is also necessitated under the  
9 common fund doctrine of *Trustees v. Greenough*, 105 U.S. 527, 533 (1881).

10 Plaintiffs seek the reimbursement of litigation expenses and costs in the amount of  
11 \$1,174,531.06.

12 Upon review of Class Counsel's declarations and attached exhibits, the Court finds that the  
13 requested expenses are reasonable and should be reimbursed.

14 The Court GRANTS Plaintiffs' Motion for reimbursement of reasonable litigation  
15 expenses and costs in the amount of \$1,174,531.06.

16 **III. THE SERVICE AWARDS FOR THE NAMED PLAINTIFFS ARE FAIR**

17 Pursuant to the Parties' Stipulation of Settlement, Plaintiffs request the Court to approve  
18 services awards in the amount of \$15,000 to each of the five Named Plaintiffs, totaling \$75,000.  
19 (SS, ¶ 9.3.) The Court finds the amount requested here is within the range approved by trial courts  
20 in this Circuit. *See, e.g., Singer v. Becton Dickinson & Co.*, 2009 WL 4809646, at \*6 (S.D. Cal.  
21 Dec. 9, 2009) (approving \$25,000 service award); *Garner v. State Farm Mut. Auto. Ins. Co.*, 2010  
22 WL 1687832, at \*17 (N.D. Cal. Apr. 22, 2010) (approving \$20,000 service award); *Razilov v.*  
23 *Nationwide Mut. Ins. Co.*, 2006 WL 3312024 (D. Or. Nov. 13, 2006) (approving \$10,000 service  
24 awards); *Bickley v. Schneider Nat'l Carriers, Inc.* No. 4:08-cv-05806-JSW (N.D. Cal. 2016), 2016  
25 U.S. Dist. LEXIS 167144 \*9-10 (approving \$15,000 service awards); *Ozga v. U.S. Remodelers,*  
26 *Inc.*, No. C09-05112-JSW (N.D. Cal. 2010), 2010 U.S. Dist. LEXIS 91196 \*8 (approving \$10,000  
27 service awards).

1 Class representatives play a crucial role in bringing justice to those who would otherwise  
2 be without a remedy. *See, e.g., Bowens v. Atl. Maint. Corp.*, 546 F.Supp.2d 55, 80 (E.D.N.Y.  
3 2008); *Clark v. Am. Residential Servs. LLC*, 175 Cal.App.4th 785, 804 (2009). The Ninth Circuit  
4 has recognized that named plaintiffs are eligible for reasonable incentive payments. *Staton*, 327  
5 F.3d at 977; *Rodriguez v. West Pub 'g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009) (service awards  
6 “are fairly typical in class action cases.”). Such awards are “intended to compensate class  
7 representatives for work done on behalf of the class [and] make up for financial or reputational  
8 risk undertaken in bringing the action.” *Rodriguez*, 563 F.3d at 958-59.

9 Relevant factors in determining whether such an award is warranted include: the named  
10 plaintiff’s actions to protect the interests of the class; the degree to which the class has benefitted  
11 from those actions; the time and effort named plaintiff expended in pursuing the litigation; the risk  
12 to named plaintiff in commencing suit, both financial and otherwise; the notoriety and personal  
13 difficulties encountered by named plaintiff; the duration of litigation; and the personal benefit (or  
14 lack thereof) to the named as a result of the litigation. *See Cook v. Niedert*, 142 F.3d 1004, 1016  
15 (7th Cir. 1998); *Clark*, 175 Cal.App.4th at 804-07.

16 Here, the Named Plaintiffs lent their names to this case and thus subjected themselves to  
17 public attention. The Named Plaintiffs had various initial hesitations about becoming class  
18 representatives. Nonetheless, they agreed to become class representatives to stand up for  
19 vulnerable residents. As detailed in their respective declarations, the Named Plaintiffs each  
20 devoted approximately ten to thirty hours or more to this case to help secure the Settlement Fund  
21 to the class members and Injunction. They met in person with Class Counsel on numerous  
22 occasions and communicated extensively via telephone with Class Counsel throughout the  
23 pendency of this lawsuit. They gave significant assistance in providing facts towards the drafting  
24 of the complaints and written discovery responses. Named Plaintiffs Kathi Troy and Stacy Van  
25 Vleck prepared and sat for their depositions. The Named Plaintiffs all reviewed documents related  
26 to their admissions to Defendant’s facilities, were willing to put forth documents for public  
27 scrutiny, and took on the weighty responsibility of representing the Class. All these activities

1 were time-consuming and emotionally difficult, as they forced them to relive and talk about the  
2 circumstances at Defendants' facilities. The Named Plaintiffs made this case possible when many  
3 other potential class representatives refused to step forward and represent the class. They carefully  
4 reviewed the settlement terms and support final approval. Their sacrifices and contributions over  
5 five years helped produce the substantial benefits now offered to the Settlement Class.  
6 Accordingly, the Court finds the service awards requested here are appropriate in light of the  
7 efforts and risks taken by the Named Plaintiffs.

8           Accordingly, the Court GRANTS service awards in the amount of \$15,000 to Kathi Troy,  
9 \$15,000 to Elizabeth Barber, \$15,000 to Andrew Bardin, \$15,000 to Thomas Bardin, and \$15,000  
10 to Stacy Van Vleck, totaling \$75,000.

11           **IT IS SO ORDERED.**

12  
13 DATED: \_\_\_\_\_

\_\_\_\_\_  
14 HON. JEFFREY S. WHITE  
15 UNITED STATES DISTRICT JUDGE  
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