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*Class Counsel*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

CODY MEEK, *et al.*

Plaintiffs,

v.

SKYWEST, INC. and SKYWEST  
AIRLINES, INC.,

Defendants.

Case No. 17-cv-01012-JD

**JOINT DECLARATION OF MITCHELL  
BREIT, THIEN AN V. TRUONG, AND  
MATTHEW B. GEORGE IN SUPPORT OF  
PLAINTIFFS' MOTION FOR AWARD OF  
ATTORNEYS' FEES, EXPENSES, AND  
INCENTIVE AWARDS**

Judge: Hon. James Donato  
Date: February 23, 2023  
Time: 10:00 a.m.  
Courtroom: 11

1 We, Mitchell Breit, Thien An V. Truong, and Matthew B. George, declare as follows:

2 We are counsel of record for Plaintiffs Cody Meek, Jeremy Barnes, and Coryell Ross in this  
3 matter and we were previously appointed as Class Counsel by this Court. ECF No. 167. We submit  
4 this Declaration in Support of Plaintiffs' Motion for Attorneys' Fees, Expenses, and Incentive  
5 Awards. We have personal knowledge of the facts stated herein and if called upon as witnesses,  
6 could and would testify to the facts set forth herein.

### 7 **Factual and Procedural Background**

8 1. On February 27, 2017, Plaintiff Cody Meek filed a putative class action lawsuit in  
9 the United States District Court for the Northern District of California, Case No. 3:17-cv-01012-  
10 JD (the "*Meek* Action"), generally alleging five causes of action on behalf of a putative class of  
11 Frontline Employees for unpaid minimum wages, overtime, and associated penalties. ECF No. 1.  
12 Plaintiff Meek filed a First Amended Complaint on June 15, 2017, adding claims for the failure to  
13 provide complete and timely meal and rest breaks. ECF No. 41. SkyWest filed a Motion to Dismiss  
14 both Complaints, the second of which was fully briefed. ECF Nos. 35, 44, 48 and 49. On May 16,  
15 2018, the Court issued its order on SkyWest's Motion to Dismiss, ordering the Parties to focus  
16 discovery on the issue of whether Plaintiffs were subject to a collective bargaining agreement and  
17 requesting summary judgment motions on the issue. ECF No. 55.

18 2. On July 12, 2018, Plaintiffs Jeremy Barnes and Coryell Ross, also former Frontline  
19 Employees of SkyWest, filed a putative class action in the Northern District of California, Case  
20 No. 3:18-cv-04182-JD (the "*Barnes* Action"), ECF No. 1, alleging similar causes of action to those  
21 asserted in the *Meek* Action, followed by a First Amended Complaint on October 19, 2018, adding  
22 claims for civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"),  
23 Lab. Code §§ 2698 *et seq.*). *Barnes* Action, ECF No. 24. On July 26, 2018, the Court entered an  
24 Order designating that the *Meek* and *Barnes* Actions as related. ECF No. 63.

25 3. Following the Court's Order on the Motion to Dismiss, the parties began discovery  
26 (including various disputes) and filed a Stipulated Protective Order. *E.g.*, ECF Nos. 64, 67, 69, 73,  
27 74, 77. The Parties began depositions on September 24, 2018. On October 18, 2018, SkyWest  
28 filed a Motion for Partial Summary Judgment on the basis that Frontline Employees were covered

1 by a CBA that foreclosed certain claims. ECF No. 80. After complete briefing, the Court granted  
2 SkyWest's Motion on December 7, 2018, ECF No. 90, although Plaintiffs later moved to clarify  
3 that the Court's Order on Summary Judgment applied only to the Wage Order No. 9 based overtime  
4 claim, and not to any claims for overtime under the Labor Code. ECF No. 91.

5 4. While that motion was pending, on January 31, 2019, SkyWest filed its second  
6 Motion to Dismiss the *Meek* First Amended Complaint, arguing that dismissal was warranted on  
7 preemption and other grounds. ECF No. 94. On December 16, 2019, the Court denied SkyWest's  
8 second Motion to Dismiss the *Meek* First Amended Complaint. ECF No. 103. The Court further  
9 clarified that its dismissal of overtime claims under Wage Order 9 did not affect the remaining  
10 overtime claims under the Labor Code. On January 6, 2020, SkyWest filed its Answer to the *Meek*  
11 First Amended Complaint. ECF Nos. 107, 108.

12 5. On January 16, 2020, the Parties appeared for a case management conference, at  
13 which point the Court consolidated the *Meek* Action with the *Barnes* Action (collectively "the  
14 Action"). ECF No. 111. On January 29, 2020, Plaintiffs filed a Consolidated Amended Class  
15 Action Complaint alleging the claims previously alleged in their prior Complaints. ECF No. 112.  
16 On March 12, 2020, SkyWest filed its Answer and Amended Answer to the Plaintiffs' Consolidated  
17 Amended Class Action Complaint. ECF Nos. 118-120. SkyWest denied the allegations in the  
18 Action and asserted various defenses, including preemption.

19 6. Although initial discovery focused on the validity of the CBA, the Parties expanded  
20 their investigations through service of multiple rounds of document requests and interrogatories,  
21 resulting in the production of relevant policy documents, personnel files, putative class members'  
22 contact information and payroll records, social media postings, and employment records. The  
23 Parties had many meet and confers, negotiating some resolutions while seeking Court assistance  
24 with others. With the due date for class certification motions set in January 2021, the Parties also  
25 ramped up depositions. Each of the named Plaintiffs sat for depositions in October 2020, and  
26 depositions of current and former SkyWest personnel, both individually and under Rule 30(b)(6)  
27 continued through January 2021. Plaintiffs also took third-party discovery through FOIA requests  
28 to state and local agencies and via subpoenas to former SkyWest personnel.

1           7.       On January 28, 2021, Plaintiffs filed their Motion for Class Certification, which was  
2 supported by 25 documentary exhibits, the declaration of payroll damages expert David Breshears  
3 that itemized the proposed damages for each class member on each claim, and declarations from  
4 39 putative class members. ECF Nos. 134, 135, and 140. Plaintiffs' Motion sought to certify five  
5 substantive claims hereinafter referred to as: (1) Shift-Trade Overtime Claim; (2) Meal Period  
6 Claim; (3) Rest Period Claim; (4) Grace Period Claim; and (5) SFO Minimum Wage Claim; and  
7 two "derivative" claims for (1) Waiting Time Penalties; and (2) UCL Violations. On March 11,  
8 2021, SkyWest filed its opposition to class certification which was supported by a series of  
9 declarations from current and former SkyWest personnel. ECF No. 141. On April 8, 2021,  
10 Plaintiffs filed their reply in support of class certification and SkyWest filed another Motion for  
11 Partial Summary Judgment, seeking dismissal of Plaintiffs' Shift Trade Overtime and SFO  
12 Minimum Wage Claims. ECF No. 144. The Parties continued exchanging written discovery and  
13 engaging in meet and confers and supplementing responses until discovery closed in July 2021.  
14 ECF Nos. 157, 159, and 161.

15           8.       On August 26, 2021, the Parties appeared before the Court for oral arguments on  
16 Plaintiffs' Motion for Class Certification and SkyWest's Motion for Partial Summary Judgment.  
17 ECF No. 163. On August 27, 2021, the Court granted SkyWest's Motion for Partial Summary  
18 Judgment, dismissing Plaintiffs' Shift Trade Overtime and SFO Minimum Wage Claims. ECF No.  
19 163. On September 29, 2021, the Court issued its order on Plaintiffs' Motion for Class  
20 Certification, certifying Plaintiffs' proposed class of "All individuals currently or formerly  
21 employed by SkyWest Airlines, Inc. and SkyWest, Inc. as Frontline Employees who worked on the  
22 ground and were paid on an hourly basis for at least one shift in the State of California at any time  
23 from February 27, 2013, through October 18, 2020..." on Plaintiffs' Meal Period and Rest Period  
24 Claims as well as the derivative Waiting Time Penalties and UCL Violation claims. ECF No. 167  
25 at 14-15. The Court did not certify Plaintiffs' Grace Period Claim for underpayment of wages of  
26 time recorded in the payroll system at the beginning of the work shift, but that was not compensated.  
27 On October 29, 2021, Plaintiffs filed an Administrative Motion to Distribute Class Notice Via U.S.  
28 Mail and Email, ECF No. 173, which was granted on November 23, 2021. ECF No. 177.

## Settlement Negotiations and Mediation

1 a Stipulation to Vacate the Trial Date. ECF No. 180.

## 2 **Terms of the Settlement and Estimated Recovery**

3 11. The Settlement provides for the non-reversionary payment of \$4.195 million in cash  
4 for the benefit of the Class. SA ¶ 14(a). The Settlement is inclusive of all payments to the Class  
5 Members (including all employer and employee payroll taxes), all fees and expenses to Class  
6 Counsel, costs of the Claims Administrator, CPT Group, and a payment to the California Labor and  
7 Workforce Development Agency (“LWDA”) for Plaintiffs’ PAGA claim. SA ¶¶ 15-17. No  
8 eligible Class Member will have to file a claim form to receive their payment – disbursements will  
9 be made automatically if final approval is granted unless a Class Member exercises their right to  
10 opt-out, which they will have 45 days to do. SA ¶¶ 16, 26-28.

11 12. Based on the proposed approximate payments for Claims Administration, Class  
12 Counsels’ Fees and Costs, the PAGA Payment, and the Incentive Awards, the Net Settlement Fund  
13 for distribution to the Settlement Class Members would be approximately \$2,570,650. SkyWest’s  
14 records indicate there are approximately 2,364 persons within the class definition. Thus, the  
15 approximately 1,950 Settlement Class Members who worked an eligible shift in order to receive a  
16 payment would recover approximately \$2,150 per person before deductions for fees and costs, or  
17 approximately \$1,320 after deductions of those estimated amounts. The remaining 414 Settlement  
18 Class Members were employed by SkyWest during the Class Period but did not work at least one  
19 shift and will receive notice but will not receive a payment. Should the Court award less than the  
20 requested Class Counsel Fees and Costs, the balance will be distributed to Settlement Class  
21 Members. SA ¶ 15(b)(i). No funds will revert to SkyWest and all funds will be distributed.

22 13. With Plaintiffs’ Motion for Class Certification, they submitted an expert report with  
23 an analysis of proposed damages that put the total potential recovery at \$21.425 million (of which  
24 \$5.459 million was interest). ECF No. 171 at 2. Thus, a \$4.195 million recovery would be about  
25 a 20% recovery of total potential damages (including interest). However, a number of factors make  
26 the actual recovery much higher.

27 14. At the time of settlement, SkyWest had already obtained summary judgment on the  
28 Shift-Trade Overtime claim valued at \$3.75 million and the SFO Minimum Wage Claim that was

1 valued at \$1.311 million. Further, the Court did not certify the unpaid Grace Period Claim valued  
2 at \$870,000 in potential damages. Taking those claims out of the equation reduces the potential  
3 recovery to \$15.494 million, making a \$4.195 million Settlement about a 27% recovery. In fact,  
4 Plaintiffs' revised damages report issued after those rulings placed Plaintiffs' highest potential  
5 damages at \$16.912 million. ECF No. 178-4 at 2.

6 15. There are further reasons why a \$15-16 million recovery may not have been feasible  
7 at trial. First, SkyWest contended that the Waiting Time Penalties that Plaintiffs valued at \$4.237  
8 million under Labor Code § 203 were not recoverable at all when the underlying claims for meal  
9 and rest period penalties were the sole remaining claims. Without the Waiting Time Penalties,  
10 Plaintiffs' potential recovery would be \$11.257 million, making a \$4.195 million Settlement closer  
11 to 37% recovery.

12 16. Second, Plaintiffs' damages report valued the Rest Period Claim at a 100% violation  
13 rate, although at trial the violation rate was likely to be established between a 25-50% violation  
14 rate, thereby reducing the \$8.087 million valuation of that claim closer to \$2.021-\$4.042 million.

15 17. Third, SkyWest's expert, Dr. Ali Saad, opposed aspects of Plaintiffs' meal and rest  
16 period damages analysis based on alleged waivers, payroll data notations, and other flight data that  
17 SkyWest contended greatly reduced the potential recovery by as much as \$1.990 million. ECF No.  
18 179-5 at 22.

19 18. Thus, if Plaintiffs did not obtain Waiting Time Penalties, SkyWest's various  
20 challenges to calculations of the Meal and Rest Period Claims could reduce that recovery by  
21 roughly \$2-6 million more, rendering a range of outcomes at trial between \$5-9 million.

22 19. The plan to allocate the Settlement funds will look at how many total hours of work  
23 Class Members performed during the Class Period. All of the Class Members' hours worked during  
24 the Class Period will be totaled and divided by the Net Settlement Fund, giving them a pro rata  
25 share of the Settlement relative to how much they worked as a portion of the total hours worked by  
26 the entire Class. SA ¶ 16. Thus, the Class Members who worked the most hours will receive the  
27 greater share of the Net Settlement Fund as opposed to Class Members who worked fewer hours.  
28 We submit that this this allocation method is the most equitable because it also accounts for the fact



that Class Members who worked the greatest number of hours will have likely experienced the greatest number of violations alleged in the Complaint and is supported by the various damages analyses performed by Mr. Breshears during the litigation. This method is also preferable to the use of total workweeks commonly approved in wage and hour litigation because that method could overcompensate Class Members who had longer tenures but that worked at small airports where shifts were only a few hours a day. Additionally, the proposed Class Notice identifies the number of work hours worked by the Class Member and their estimated payout before taxes, thereby providing greater transparency and information for Class Members to determine what their share of the Settlement will look like. SA ¶ 26, Ex. A (Proposed Notice).

20. Plaintiffs have also allocated a modest \$15,000 payment for PAGA penalties, of which 75% (\$11,250) will go to the state of California and the remaining 25% (\$3,750) will be distributed to the Class Members.

21. On September 30, 2022, the Court granted preliminary approval of the Settlement. ECF No. 197. On November 7, 2022, the Settlement Administrator began the notice plan and published the settlement website [www.frontlineemployeeaction.com](http://www.frontlineemployeeaction.com). The Opt-Out and Objection deadline is set for January 6, 2023.

#### **Attorneys' Fees and Costs**

22. The Settlement provides that Class Counsel may seek attorneys' fees and costs up to 33% of the common fund in attorneys' fees, or no more than \$1,384,350. SA ¶ 15(b). Class Counsel may also seek up to \$180,000 in litigation expenses for items such as expert witness fees, deposition costs, travel, and legal research. *Id.* Class Counsel actually seek less than these amounts and the Court may award less than these amounts, and any amount not awarded will go to the Settlement Class Members. SA ¶ 15(b)(1).

23. To date, Class Counsel have expended a significant amount of resources on this case over the past five years while litigating the case entirely on a contingency fee basis. A summary of the work performed includes:

- **Investigation** and research into the potential claims in this case which included interviewing potential plaintiffs and class members, reviewing their payroll records



and employment related documents, researching the applicable legal theories that included issues pertaining to collective bargaining agreements, issuing FOIA requests to airport agencies and reviewing their productions, drafting and issuing pre-suit demand letters, and drafting and filing the initial complaints in the *Meek* and the *Barnes* Actions.

- **Dispositive motion** practice at the outset of the litigation that included multiple rounds of motion to dismiss briefing on issues pertaining to SkyWest's collective bargaining and preemption defenses.
- **Summary judgment** cross-motion practice that was specifically requested by the Court on whether there was a valid collective bargaining agreement, that included special rounds of written discovery (including substantial discovery disputes), document productions, and initial depositions in Los Angeles, California of SkyWest/SAFA personnel and Plaintiff Cody Meek in October 2018.
- **Consolidation** of the related cases after resolution of initial dispositive motions, as well as general case management activities such as preparing and submitting case management statements and schedules, stipulations to address administrative and scheduling issues, and conferences between counsel to discuss strategy and assign projects/manage workflows.
- **Discovery** that included written discovery, substantial document and data productions, and depositions summarized as follows:
  - SkyWest propounded two sets of document requests on Plaintiffs totaling 25 requests per Plaintiff and two sets of interrogatories on Plaintiffs that constituted 24 interrogatories per Plaintiff.
  - Plaintiffs propounded four set of document requests totaling 47 requests, three sets of interrogatories totaling 20 interrogatories, and two sets of requests for admission totaling 15 requests for admission.
  - Plaintiffs produced over 1,000 pages of documents including materials received in response to FOIA requests, as well as employment records and

1 social media posts.

- 2 ○ SkyWest produced over 27,000 pages of documents that included payroll
- 3 and personnel information, collective bargaining agreements and related
- 4 documents, and SkyWest's policies and procedures. SkyWest also produced
- 5 gigabytes worth of data that included employee and flight scheduling
- 6 information and payroll data.
- 7 ○ Depositions of each named Plaintiff, including a second deposition of
- 8 Plaintiff Meek in October 2020. Plaintiffs took another round of six
- 9 depositions of current and former SkyWest personnel between October 2020
- 10 and January 2021 pursuant to 30(b)(6) and in their individual capacity,
- 11 including Janice Cooper, Tufi Naea, Lori Hunt, Christina Sherman, Greg
- 12 Atkin, and Harmar Denny (who had to be subpoenaed).
- 13 ○ Much of the discovery was contentious and required continual meeting and
- 14 conferring that often resulted in supplemental productions or discovery
- 15 responses, and sometimes the Parties had to take issues to the Court for
- 16 resolution.

- 17 • **Expert reports and discovery** that included Plaintiffs issuing two reports from
- 18 payroll damages expert David Breshears, CPA, and SkyWest issuing three reports
- 19 from two experts, Darrin Lee and Dr. Ali Saad. All of the Parties experts were
- 20 deposited in November 2021.
- 21 • **Class certification** proceedings that included substantial briefing, expert reports,
- 22 and the interviews and drafting of declarations for dozens of SkyWest workers, as
- 23 well as a hearing in August 2022.
- 24 • **Summary judgment** proceedings in tandem with class certification briefing that
- 25 also went to hearing in August 2022.
- 26 • **Settlement conferences** and negotiations that included an in-person settlement
- 27 conference with Magistrate LaPorte in 2018, multiple settlement conference calls
- 28 with Magistrate Hixson, and two full day virtual mediations with Judge Guilford

(Ret.), as well as follow up negotiations between counsel.

- **Settlement** documentation including drafting the settlement agreement, class notices, determining the plan of allocation, and drafting and filing two motions for preliminary approval. Additional time is currently being expended implementing the settlement, conferring with Settlement Class Members, and managing the settlement administrator.
- **Trial preparations** -- This case only settled about six weeks before the January 2022 trial date and the Parties were already filing and defending *Daubert* motions to exclude their opposing experts, preparing trial plans, engaging in meet and confers and drafting briefs and pre-trial submissions in accordance with the Court's standing orders that included motions *in limine*, witness and exhibit lists, and other strategy issues.
- **Court appearances** for motion hearings and case management conferences, which required preparing and travel time.
- **Communications** with Plaintiffs and Settlement Class Members during the course of the litigation, who were very active and inquisitive about the status of the case and how they could assist the litigation.

To date, and based on contemporaneously recorded time records, Class Counsel have incurred approximately \$3.482 million in attorneys' fees throughout this litigation summarized by firm as follows:

<b>FIRM</b>	<b>HOURS</b>	<b>LODESTAR</b>
Milberg Coleman Bryson Phillips Grossman, PLLC	2,514	\$1,907,413.40
Simmons Hanly Conroy LLC	516.55	\$469,692.50
Kaplan Fox & Kilsheimer LLP	1,545.6	\$1,128,729.50
<b>TOTAL</b>	<b>4,576.15</b>	<b>\$3,505,835.40</b>

24. Each of the three Class Counsel firms has further broken down their total lodestar in the case by the biller's name, position, hourly rate, hours, and total lodestar as follows:

**Milberg Coleman:**

<b>NAME</b>	<b>POSITION</b>	<b>RATE</b>	<b>HOURS</b>	<b>LODESTAR</b>
White, Lisa	Partner	\$800	1859.6	\$1,487,680.00
Coleman, Gregory	Senior Partner	\$1100	159	\$174,900.00

Ladnier, William	Senior Associate	\$575	92.2	\$53,015.00
Breit, Mitchell	Partner	\$1100	71.1	\$78,210.00
Silvey, Mark	Partner	\$914	38.6	\$35,280.40
Lemly, Benjamin	Associate	\$400	32.6	\$13,040.00
Straus, Alex	Senior Counsel	\$759	3.7	\$2,808.30
Geer, Martha	Partner	\$914	5.9	\$5,392.60
Soffin, Rachel	Partner	\$800	2.2	\$1,760.00
Whitener, Virginia	Associate	\$381	1.8	\$685.80
McMillan, Ryan	Senior Associate	\$676	0.7	\$473.20
Day, Justin	Partner	\$575	0.4	\$230.00
Pluess, Nikol	Associate	\$381	0.1	\$38.10
Glaspie, Jeffrey	Associate	\$575	4.6	\$2,645.00
Holt, Dawn	Paralegal	\$250	59.1	\$14,775.00
Tuten, Brittany	Paralegal	\$200	36.9	\$7,380.00
Brady, Christi	Paralegal	\$200	99.3	\$19,860.00
Bryant, Cathy	Paralegal	\$200	16.4	\$3,280.00
Pothier, Renee	Paralegal	\$200	9.7	\$1,940.00
Frasure, Jackie	Paralegal	\$200	0.6	\$120.00
Satterfield, Danielle	Paralegal	\$200	2.7	\$540.00
Wilson, Chaisa	Paralegal	\$200	1.4	\$280.00
Spencer, Tara	Paralegal	\$200	11.6	\$2,320.00
Henderson, Melissa	Paralegal	\$200	1.4	\$280.00
Stills, Mariah	Paralegal	\$200	0.2	\$40.00
Maxwell, Lisa	Paralegal	\$200	0.1	\$20.00
Edwards, Judith	Paralegal	\$200	0.1	\$20.00
Hirst, Annie	Paralegal	\$200	2	\$400.00
<b>Firm Total:</b>			<b>2514</b>	<b>\$1,907,413.40</b>

**Simmons Hanly Conroy:**

NAME	POSITION	RATE	HOURS	LODESTAR
Breit, Mitchell	Partner	\$1,100	122.50	\$134,750.00
Truong, Thien An	Senior Associate	\$850	394.05	\$334,942.50
<b>Firm Total:</b>			<b>516.55</b>	<b>\$469,692.50</b>

**Kaplan Fox:**

NAME	POSITION	RATE	HOURS	LODESTAR
King, Laurence D.	Partner	\$995	29.2	\$29,054.00
George, Matthew B.	Of Counsel	\$830	1,174.4	\$974,752.00
Reed, Blair E.	Associate	\$425	42.3	\$17,977.50.00
Howe, Walter	Associate	\$425	215.5	\$91,587.50
Cosgrove, Kevin M.	Investigator	\$350	10.3	\$3,605.00
Powley, Suzanne	Paralegal	\$310	13.6	\$4,216.00
Lee, Nikki	Paralegal	\$125	60.3	\$7,537.50
<b>Firm Total:</b>			<b>1,545.6</b>	<b>\$1,128,729.50</b>

25. As set forth above, this case presented significant time and resources to litigate and Class Counsel's lodestar will also undoubtedly increase as time is spent implementing the Settlement, working with and communication with Class Members and the Claims Administrator, and obtaining final approval.

### Costs and Expenses

26. To date, Class Counsel have paid out \$145,029.59 in expenses for items such as expert witness fees, mediations, depositions, travel for hearings and depositions, and legal research charges. Our firms have kept contemporaneous records of these transactions and are requesting reimbursement without markups or interest. A summary of the expenses incurred to date from our firms' contemporaneously kept billing records is as follows:

CATEGORY	MILBERG COLEMAN	SIMMONS HANLY	KAPLAN FOX	TOTAL
Telephone, Conference Calls and Facsimiles	\$42.65	\$0.00	\$0.00	\$42.65
Court Costs, Filing Fees and Transcripts	\$8,346.32	\$400.00	\$7,385.83	\$16,132.15
Experts/Consultants	\$24,803.38	\$23,916.75	\$28,523.00	\$77,243.13
Mediation Fees	\$15,500.00	\$0.00	\$0.00	\$15,500.00
Delivery/Courier	\$122.72	\$310.00	\$1,251.64	\$1,684.36
Travel and Meals	\$3,399.10	\$11,327.82	\$5,669.53	\$20,396.45
Legal Research	\$2,209.66	\$0.00	\$9,355.23	\$11,564.89
Service of Process	\$768.26	\$429.70	\$1,268.00	\$2,465.96
<b>TOTAL</b>	<b>\$55,192.09</b>	<b>\$36,384.27</b>	<b>\$53,453.23</b>	<b>\$145,029.59</b>

As set for the above the largest expenses in the case are for experts/consultants, mediation fees, and transcripts which comprises over \$108,000 of the total expenses. The Settlement provides for expense reimbursement to Class Counsel up to \$180,000. SA ¶ 15(b). Any amounts that are not approved for attorneys' fees or costs will be distributed to Settlement Class Members. SA ¶ 15(b)(1).

### Plaintiffs' Incentive Awards

27. Plaintiffs Meek, Barnes, and Ross also seek Incentive Awards in the amount of \$5,000 each. Plaintiffs are submitting declarations identifying their contributions to this case, and we submit that each has been an exemplary Class Representative. They have remained committed to this litigation for many years, have each sat for one or more depositions (that included significant travel for some of them), have been a conduit for questions with other Settlement Class Members throughout the case, and greatly assisted Class Counsel in getting information and statements from Class Members that supported Class Certification. By filing suit against a former employer, each Plaintiff has also incurred reputational risk associated with this lawsuit. And, each Plaintiff is executing a Personal Release against the Defendants that is broader than that for the Settlement

1 Class Members that will preclude Plaintiffs from participating in or recovering from other potential  
 2 actions. SA ¶ 21. Should the Court award less than those amounts, those funds will be paid to the  
 3 Settlement Class Members, and it will not otherwise impact the Settlement. SA ¶ 15(a).

#### 4 Reasonableness of the Settlement

5 28. Each of us has significant experience litigating and settlement complex class action  
 6 cases throughout state and federal courts. This case presented all of the typical challenges a  
 7 complex class action case brings. We litigated for five years against a well-resourced national  
 8 corporation represented by one of the county's most sophisticated defense firms, Jones Day. The  
 9 record is clear that SkyWest mounted a vigorous defense in all aspects of the case. Not only did  
 10 SkyWest file multiple dispositive motions, it vigorously challenged class certification, retained well  
 11 experienced experts, and was intending to file numerous pretrial motions, including a motion for  
 12 decertification, motions *in limine*, and the Parties had just filed cross-*Daubert* motions at the time  
 13 of settlement.

14 29. While many of these challenges are typical in class action cases, there were  
 15 significant legal issues that were not typical and that presented severe risks to Plaintiffs—namely  
 16 whether California wage and hour laws were preempted as to SkyWest under the Airline  
 17 Deregulation Act, 49 U.S.C. § 1301 *et seq.* This case is one of many against SkyWest and other  
 18 airlines in California currently in state and federal courts alleging that their wage and hour practices  
 19 run afoul of the California Labor Code. The airline industry has mounted a concerted effort to  
 20 defend these cases—and SkyWest itself has defeated previous similar actions. Indeed, on  
 21 November 15, 2021, while the Parties were in settlement negotiations and preparing for trial, the  
 22 Supreme Court issued a call for the view of the Solicitor General in a case involving California  
 23 airline workers that was pending a cert petition. *See Virgin America, Inc., et al., v. Bernstein, et*  
 24 *al.*, U.S. Supreme Court No 21-260. At that time, the airline industry as a whole banded forces in  
 25 filing amicus curiae briefs to get adverse Ninth Circuit and District Court opinions reversed via the  
 26 *Virgin America* case—making the Settlement here a notable achievement in light of the pending  
 27 appellate issues and industry stance to defend these cases to the teeth.

28 30. Given the typical risks involved in continuing the case, chief among them—

maintaining class certification and prevailing at trial—this rapidly changing area of the law increased the risks associated with this particular matter. Even prevailing at trial could have been entirely unwound depending on the outcome of these airline worker cases in the appeals courts, making the certainty of a settlement the best way to ensure substantial compensation to the Frontline Employees that comprise the Class.

31. Finally, this is not a case that that was filed and then settled shortly thereafter. All fact and expert discovery was completed, and the Plaintiffs had undertaken a detailed, complete damages analysis based on the available payroll data. All of the pertinent facts, discovery, witnesses, experts, and documents had been vetted by the time the Settlement was reached, and the Court had issued a number of important pre-trial rulings that guided the Parties to the result. With all of that information in mind, we negotiated at arms' length to achieve the result before the Court and we firmly believe that the Settlement is appropriate because it guarantees a substantial monetary recovery now without the risks of trial, potential appeals, and changes in the law. Accordingly, we believe that the Settlement is a fair, reasonable, and adequate resolution of this case and we recommend that the Court grant preliminary approval.

We declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 28th day of November, 2022 at  
New York, New York.

MILBERG COLEMAN BRYSON PHILLIPS  
GROSSMAN, PLLC

/s/ Mitchell Breit  
Mitchell Breit

Executed this 28th day of November, 2022 at  
New York, New York.

SIMMONS HANLY CONROY LLC

/s/ Thien An V. Truong  
Thien An V. Truong

Executed this 28th day of November, 2022 at  
San Diego, California.

KAPLAN FOX & KILSHEIMER LLP

/s/ Matthew B. George  
Matthew B. George