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11 IBARRA, and the CERTIFIED CLASS

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14
15 JACQUELINE F. IBARRA, an
16 individual on behalf of herself and all
other similarly situated,

17 Plaintiff,

18 vs.

19 WELLS FARGO BANK, NA.; and
20 DOES 1 through 50, inclusive,

21 Defendants.

Case No.: CV 17-04344-PA (ASx)

Judge: Hon. Percy Anderson

**DECLARATION OF PAUL D.
STEVENS, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR AN
AWARD OF ATTORNEYS' FEES
AND COSTS AND AWARDED
CLASS REPRESENTATIVE
SERVICE AWARD**

Date: July 16, 2018

Time: 1:30 p.m.

Crtrm: 9A

DECLARATION OF PAUL D. STEVENS, ESQ.

I, Paul D. Stevens, declare as follows:

1. I am an attorney admitted and licensed to practice in the state of California and before all of the United States District Courts in the State of California as well as the Ninth Circuit Court of Appeals. I am a member in good standing and have never been subject to discipline by any court.

2. I am the owner of the law firm of Stevens, LC, counsel for Plaintiff and the Certified Class in this action and Class Counsel. I have personal knowledge of the matters stated herein. If called as a witness, I could and would testify truthfully and competently thereto under oath.

3. I submit this declaration in support of Class Counsel’s Motion For An Award Of Attorneys’ Fees And Costs And Awarding Class Representative Service Award pursuant to the Court’s Judgement on May 8, 2018 (Docket No. 50) and Order Regarding Attorney’s Fee’s and Costs on May 14, 2018, 2018 (Docket No. 52).

CO-CLASS COUNSEL PAUL D. STEVENS, ESQ. BACKGROUND AND EXPERIENCE

4. For many years, I have been responsible for all facets of class action and other complex litigation, from pre-filing investigation through trial and appeal.

5. For 17 years, I was employed at three complex civil litigation law firms - Girardi & Keese, Quisenberry & Kabateck and Milstein Adleman, LLP - where I specialized in litigating class action and individual matters under both consumer protection statues and employment statutes.

6. From 2002 to 2015, I was an attorney and partner at Milstein Adelman, where I served as a Senior Partner for 9 years, was a founding member and Supervising Partner of the firm's Consumer Class Action Litigation Group and founded and headed the firm's Mass Tort Litigation Group.

\\

1 7. In 2015, I left Milstein Adelman to start my own practice, which became
2 Stevens LC. Stevens LC is now a boutique complex civil litigation law firm located in
3 Los Angeles, California. The concentration of my practice is and has been complex
4 civil litigation and consumer and public protection.

5 8. Prior to becoming an attorney, I was a Public Affairs Consultant at Cerrell
6 Associates, Inc., where I worked in the areas of government affairs, public relations,
7 transportation and infrastructure planning, political campaigns (local, national, and
8 judicial) and media relations. My work included direct advocacy activities with
9 members of the United States Congress, California Legislature and various
10 transportation, environmental and local government bodies.

11 9. I attended Southwestern University School of Law's SCALE program, the
12 only ABA approved 2 year accelerated Juris Doctorate program in the nation, and served
13 as a law clerk at the United States District Court, Central District of California, for the
14 Honorable Rupert J. Groh, Jr.

15 10. I have successfully prosecuted and obtained significant recoveries in
16 numerous class, representative and multi-party lawsuits. Some of those recoveries
17 include:

18 NOTABLE PUBLIC ACTIONS

19 a. Leavit, et. al. v. Ventura County Community College District
20 Board. Represented Ventura County residents in taxpayer
21 lawsuit seeking and accomplishing removal of several elected
22 officials for misappropriation of public funds and violation of the
23 Ralph M. Brown "Open Meeting" Act.

24 NOTABLE MULTIPARTY ACTIONS

25 b. In Re Hemet Reservoir. Recovered more than \$5 million on
26 behalf of a group of individual homeowners against 23 insurance
27 companies for damages suffered to their homes arising out of a
28 negligent public construction project.

1 NOTABLE CLASS ACTIONS

- 2 c. (Co-lead class counsel) Klotzer, et al. vs. International Windows,
3 (Solano County Superior Court Case No. FCS 021196). Defective
4 residential windows. Estimated \$600 million benefit to class.
5
- 6 d. (Co-lead class counsel) Deist, et. al. vs. Viking Industries, (San
7 Joaquin Sup. Crt, Case No. CV 025771). Defective residential
8 windows. Estimated \$210 million benefit to class.
9
- 10 e. (Co-lead class counsel) Grair vs. Johnson v. GlaxoSmithKline, Inc.,
11 166 Cal. App. 4th 1497 (2009), (Los Angeles County Superior Court,
12 Case No. BC288536). False and deceptive advertising of anti-
13 depressant Paxil (concealment of severe effects of discontinuation).
14 \$9.5 million total benefit made available to the class, \$1 million
15 benefit to charity.
16
- 17 f. (Co-lead class counsel) Oliver, et al. vs. Atmos Corporation (San
18 Joaquin Superior Court, Case No. CV 0119362). Defective residential
19 windows. \$9.3 million benefit made available to the class.
20
- 21 g. (Co-lead class counsel) Penas vs. Zell, et al. (Los Angeles County
22 Superior Court, Judge Mel Red Recana). Wage & hour class action
23 on behalf of hundreds of employees for lost benefits. Recovered
24 100% of lost benefits.
25
- 26 h. (Lead class counsel) Butler vs. Rydell Enterprises (Los Angeles
27 County Superior Court, Case No. BC389166). Wage and hour
28 class action.

1 11. I have also briefed and argued precedent setting class action issues at the
2 California Court of Appeal and United States Supreme Court. These include:

3
4 a. Johnson v. GlaxoSmithKline, Inc., 166 Cal. App. 4th 1497 (2009).

5 The second published decision to distinguish Alvarez v. May Dept.
6 Stores Co. (2006) 143 Cal.App.4th 1223. Reversed trial court,
7 confirmed established principles of privity and collateral estoppel
8 necessary to bar class certification issues.

9
10 b. Imburgia v. DirecTV, Inc., 225 Cal.App.4th 338 (Apr. 7, 2014). Lead

11 litigation and appellate counsel. Decision allowed plaintiffs to
12 proceed as a class in California state court rather than compel them
13 to individual arbitration immediately following Att v. Concepcion
14 563 U.S. 33, (2011). In affirming the lower court's decision,
15 convinced the California Court of Appeal to reject the Ninth Circuit's
16 decision in *Murphy v. DIRECTV, Inc.* on the same issue.

17
18 c. DirecTV, Inc., v. Imburgia, 136 S. Ct. 463 (Decided December 14,
19 2015).

20
21 d. Imburgia v. DirecTV, Inc., 225 Cal.App.4th 338 (Decided May 4,

22 2016). Lead appellate counsel. Obtained decision in favor of
23 Plaintiffs on Supplemental Briefing following SCOTUS decision.
24 Court of Appeal ordered the case back to Superior Court to
25 determine whether Defendant waived its right to enforce its
26 arbitration agreement on basis issue not previously considered or
27 determined.

28 \\\

1 e. Long v. Provide Commerce, Inc., 245 Cal. App. 4th 855 (2016).
2 Lead litigation and appellate counsel. Obtained favorable decision
3 regarding internet arbitration clause. Decision allowed plaintiffs to
4 proceed as a class in California state court rather than compel them
5 to individual arbitration.
6

7 12. Finally, I have served on the Board of Governors for the Consumer
8 Attorneys of California and served as a panel member for the Los Angeles County
9 Complex Court Symposium.
10

11 **FEES ARE CONTINGENT**

12 13. This matter came to my office through a referral by a non-lawyer friend
13 whom I have become acquainted with through my children's school, in or around
14 December 2016. This friend happened to be interviewing two employees of Defendant
15 Wells Fargo, Patricia Barreras and Jaqueline Ibarra, for potential future employment,
16 during which time they both expressed grievances about their employment at Wells
17 Fargo. Ms. Barreras was referred to me and in time, I had telephone discussions and in
18 person meetings with Ms. Barreras and Ms. Ibarra, before each decided to retain my
19 counsel and bring this matter forward. I brought in Joshua Haffner and Haffner Law,
20 who I have an 18-year working relationship, to co-counsel and contribute expertise and
21 manpower. We filed suit on March 17, 2017.

22 14. Due to the focus of my practice, Stevens LC represents its clients and
23 prosecutes cases exclusively on a contingent basis. In individual cases, my office's
24 standard contingent fee rate is 40 percent. Occasionally, I will do a case for a reduced
25 rate of 35 percent. The rate applies notwithstanding what stage the case resolves.

26 15. My office and co-class counsel represented Plaintiff and the Class, and
27 conducted our work in this litigation, on a pure contingent fee basis. The retainer
28 agreement in this case provides, in pertinent part, as follows:

1 The payment of Attorneys' fees will be contingent upon the outcome of
2 the lawsuit or payable solely from Defendant(s) in the Action. This
3 means that the Attorneys agree that Attorneys will receive a fee for their
4 services only if Attorneys are successful in obtaining a recovery for
5 Client and/or the members of the Class.

6 16. The retainer agreement further provides:

7 Attorneys' fees will be payable from one of three sources: (i) out of the
8 gross recovery obtained for Client and the members of the Class by
9 judgment or settlement or; (ii) by defendant(s) separate and apart from
10 any recovery for Client as reimbursement for Attorney's time and costs.

11 17. Thus, our retainer agreement provides that unless we recovered on the
12 claims, we would receive nothing for our time, effort or costs.

13 18. The retainer agreement also provided the law firms of Haffner Law PC and
14 Stevens LC will share the attorneys' fees as follows: Haffner Law PC - 50%; and
15 Stevens LC - 50%. The retainer agreement further provided that the client, Jacqueline
16 Ibarra, pursuant to the provisions of Rule 2-200 of the Rules of Professional Conduct of
17 the State Bar of California, consented to fee-sharing as set forth in the retainer.

18
19 **PRECISE AND FOCUSED TIME SPENT ON THIS MATTER, AND**
20 **RESULTS**

21 19. From the outset of this matter, my co-counsel and I attempted to prosecute
22 this case with a precise and efficient result-oriented focus and although taken to
23 judgement, in a manner that lessened the burdens on the parties and the court, where
24 possible. This included:

- 25 a. Focused discovery at outset and early refining of the issues and
26 causes of action. Following directed discovery, Class counsel
27 dismissed several claims pled in the First Amended Complaint and
28 focused this action on the claim for rest-period violations under

1 California Labor Code section 226.7 and a derivative claim under
2 California's Unfair Competition Law. (Docket Nos. 17, 18, 50 I.A.2
3 and 3.).
4

5 b. Navigated post AT&T Mobility v. Concepcion, 563 U.S. 333 (2011)
6 arbitration agreements and class action waivers that applied to one of
7 the initial class representatives to allow case to continue to proceed
8 as a class in Federal Court.
9

10 c. Worked to confirm all critical facts to establish appropriateness of
11 class certification, including but not limited to, the common essential
12 terms in the various compensation plans over the class period, and
13 the common and essential terms in how the compensation plans were
14 applied.
15

16 d. Negotiated and streamlined the process for class certification by
17 negotiating stipulation to dismissal of certain claims and Class
18 Certification of the claim for rest-period violations under California
19 Labor Code section 226.7 and a derivative claim under California's
20 Unfair Competition Law (Docket No. 18)).
21

22 e. Designed and supervised completion of the direct mail notice
23 program (Docket No.s 20, 21, 22, 31).
24

25 f. Diligently confirmed all critical facts in support of liability.
26

27 g. Negotiated streamlined process for summary judgment motions by
28 each of the parties (Docket No.16);

- 1 h. Negotiated Stipulated Facts for Use in Cross Motions for Summary
2 Judgement that proved dispositive to liability (Docket No. 25,
3 Stipulated Facts Of The Parties For Use In Cross-Motions For
4 Classwide Summary Judgment Or Partial Summary Judgment).
- 5
- 6 i. Successfully opposed Wells Fargo’s Motion for Classwide Summary
7 Judgement of Certified Claims (Docket No. 35).
- 8
- 9 j. Successfully obtained Classwide Summary Judgement on liability
10 (Docket No. 35 and 50, at I.A.4).
- 11
- 12 k. Retained exceptional expert on damages, Torrey Partners, an
13 economic, forensic accounting and valuation expert, and confirmed
14 by focused discovery and expert work appropriate potential damages
15 amounts.¹
- 16
- 17 l. Evaluated all compensation and payroll data for each of the Class
18 members to determine individual damages calculations for each of
19 the parties competing damages theories and as to each class member.
- 20
- 21 m. Negotiated and streamlined process for trial on damages by working
22 through the expert work with opposing counsel and eventually
23 stipulating to the calculations that would apply to the 4481 class
24 members. (Stipulation of Facts Re: Remaining Issues For Trial,
25 entered February 14, 2018, Dkt No.s 38, 39).

26 \\\

27 _____
28 ¹ Attached hereto as Exhibit 1 is the *Curriculum Vitae* of Class counsels’ Damage’s
Expert, Patrick Kennedy, Phd. of Torrey Partners.

- 1 n. Prevailed on Class wide damages theory (Docket No. 50).
- 2
- 3 o. Obtained the maximum recovery possible for class members.
- 4
- 5 p. Obtained a damages award for the Certified Class of \$97,284,817.91
- 6 (Docket No. 51).
- 7
- 8 q. Achieved more than 4 times the amount of damages than asserted by
- 9 Defendant (\$22,622,807.27)(Docket No. 50, at (I)(C)(12)).
- 10
- 11 r. The recovery provides for exceptional awards for class members on
- 12 an individual basis. I have reviewed the data provided by Class
- 13 counsels' expert on damages, and included in that data are the
- 14 recoveries for each individual class member and breakdowns of
- 15 amounts of recoveries. The data indicates that the average recovery
- 16 when spread amongst all class members is \$21,710.51. 700 Class
- 17 members will receive \$40,000.00 or more. The data indicates the
- 18 named Plaintiff Jacqueline Ibarra is to receive \$21,119.00 for her
- 19 restitution\damages.
- 20
- 21 s. Under Defendant's damages theory, which would have reduced
- 22 qualifying class members from 4481 to 3520 and damages from
- 23 \$97,284,817.91 to \$22,622,807.27, the average recovery when
- 24 spread amongst all class members would have been \$6,426.93.
- 25

26 20. Finally, Class counsel achieved relief in addition to the damages award,

27 which I describe more fully below.

28

1
2 **ADDITIONAL NON-MONETARY BENEFITS TO CLASS MEMBERS**

3 21. As to paragraph 20 above, I was informed by two class members, who
4 remain employed by Defendant but who wished to remain anonymous due to fear of
5 reprisal from their employer, that Wells Fargo’s pay plan was changed following the
6 judgment in this case so that pay for rest break time “will not be taken into account”
7 when Wells Fargo deducts hourly advances from commissions. According to the Class
8 members, Wells Fargo changed the compensation system to separately pay for rest
9 breaks (at fixed \$12 per hour rate). Counsel for Defendant, Tom Kaufman, later
10 confirmed this to me to be true. One of the Class members texted me a copy of the
11 changed section of the pay plan reflecting the change as to rest breaks. Attached hereto
12 as Exhibit 2, is a true and correct copy of a page from the compensation plan sent to me
13 from a class member reflecting the change. This change addresses and stops the larger
14 issue of Wells Fargo not paying for rest break time, and affects all current and future
15 Wells Fargo HMCs. When extrapolated into the future, this additional relief will at some
16 point in time equal and then exceed the value of the common fund. With such
17 consideration, the estimated additional value of \$97+ million would increase the total
18 benefits, to close to \$200 million. Based thereon, and taking into account the interest on
19 appeal, Class counsel’s fee request, although 25% of the common fund, is essentially
20 12.5%, or less, than the total benefits created

21
22 **THE RESULTS OBTAINED BY CLASS COUNSEL AND COMPARISON**
23 **TO HISTORICAL RESULTS**

24 22. As noted in paragraph 19(r) above, I have reviewed the data provided by
25 Class counsels’ expert on damages, and included in that data are the recoveries for each
26 individual class member and breakdowns of amounts of recoveries. Class members were
27 employed by Wells Fargo for varying amounts of time during the class period. The
28

1 average recovery spread amongst all class members is \$21,710.51. Approximately 700
2 Class members will receive \$40,000.00 or more.

3 23. Within the Fee Motion, Class counsel refers to a report titled *Trends in*
4 *Wage and Hour Settlements: 2015 Update*, by NERO Economic Consulting. This report
5 provides information from a comprehensive study analyzing 613 wage and hour
6 settlements from January 2007 through March 2015. A true and correct copy of the
7 report is attached hereto as Exhibit 3. The NERO report stated there has been a
8 decreasing trend since 2011 in the average individual settlement value per wage and hour
9 class action (from \$1,475.00 in 2011 to \$686.00 in 2014 and just \$253.00 through 2015).

10 24. Within the Fee Motion, Class counsel refers to Wells Fargo Wage and Hour
11 Cases, JCCP004821, in the Superior Court of the state of California. Attached hereto as
12 Exhibit 4 is a Law360 article on the settlement in the case. Attached hereto as Exhibit
13 5 is a true and correct copy of the Notice of Entry and Final Approval Order in the case.
14 These documents indicate the following: 1) that a class settlement was approved March
15 16, 2018, resolving three putative wage and hour class actions that were filed against
16 Wells Fargo; 2) that Class members were represented by six law firms; 3) that the cases
17 were litigated since 2010; 4) the estimated potential recovery that could have been
18 obtained at trial ranged between \$59 million to \$98 million; 5) the Court approved a
19 settlement on behalf of approximately 28,463 class members over a class period of 8
20 years for \$27.5 million, or 28% of full value; 6) Class members will receive an average
21 payment of approximately \$660; and 7) that Class counsel there moved for, and was
22 granted, a 33% award of attorney's fees.

23 25. Within the Fee Motion, Class counsel refers to In Re: Volkswagen "Clean
24 Diesel" Marketing, Sales Practices, And Products Liability Litigation, MDL No. 2672,
25 Dckt 3053, 3/17/17, 8:1-8 (N.D. Cal. May 17, 2017), where the District Court included
26 21,000 hours and \$11 million of "reserved" future lodestar time in attorney fee award to
27 defend and protect settlement on appeal and assist implementation, supervision and
28

1 guidance of class members through the class settlement agreement. Attached hereto as
2 Exhibit 6 is a true and correct copy of the Court's Order.

3 26. Within the Fee Motion, Class counsel refers to 5 Newberg on Class Actions
4 § 15:83 (5th ed.) § 15:83. Applying the percentage method—Reasonableness of
5 percentage—Empirical data on percentages awarded, as evidence of empirical data on
6 mean and median percentage awards in common fund wage and hour class actions at
7 28.8 percent. Attached as Exhibit 7 is a true and correct of 5 Newberg on Class Actions
8 § 15:83 (5th ed.) § 15:83.

9
10 **CLASS COUNSEL'S TIME BILLED**

11 27. My firm's practice is to keep contemporaneous records for each timekeeper,
12 where possible, and to regularly record time records in the normal course of business,
13 and we kept time records in this case consistent with that practice. My firm's practice is
14 to bill in 6-minute (tenth-of-hour) increments. Email entries are recorded directly off
15 the email system at Stevens, LC.

16 28. In total, my office has spent approximately 1040.15 hours on this matter,
17 for a total of \$747,048.75, up to point of finalizing the Motion for Attorneys' Fee and
18 Incentive Award. Class counsel's combined lodestar for work to that date is
19 \$1,304,944.00. The time for my office included conducting research, drafting pleadings,
20 drafting discovery, reviewing discovery, researching California law and federal law on
21 difficult novel issues such as the enforceability of the arbitration clauses contained in
22 some of Wells Fargo's employment agreements, various arguments and claimed
23 distinctions on liability and the damages framework theories, engaged in law and motion
24 practice, extensively met and conferred and negotiated substantial stipulations, discussed
25 various issues with experts and consulted with the class representative and class
26 members more than 50 times. Of the time billed, countless discussions with co-counsel,
27 which often occurred several times in a day, were not billed. The total lodestar time
28 submitted for my office, and the hourly rates applied for that time, are the following:

Name	Experience	Hours	Rate	Total Fee
Paul Stevens	18 year Attorney	1006.95	\$725	\$730,038.75
Andrew Kubik	12 year Attorney	25.2	\$550	\$13,860.00
Praveeta Garcia	13 year Certified Paralegal	18	\$175	\$3,150.00
Total		1,050.15	-	\$747,048.75

29. All of the time above was necessary and reasonable to advance this matter to the judgment obtained. The hourly billing rates used to calculate the lodestar for professionals at Stevens LC are the current billing rates of my firm for class action contingency work and are based on the experience and expertise of each of the attorneys of Stevens, LC who contributed to the prosecution of the action. The hourly rates fall within the range approved as reasonable by courts in similar class action cases in the Central District. See, for example, See e.g., *Roberti v. OSI Systems, Inc.*, 2015 WL 8329916, *7 (C.D.Cal 2015) (“Lead Counsel’s attorney rates—between \$525 to \$975—are reasonable”); *Campbell v. Best Buy Stores, L.P.*, No. 2016 WL 6662719, *9 (C.D. Cal. 2016) (approving rates of \$875 and \$650 for attorneys in employment case); *Aarons v. BMW of N. Am.*, No. 11- 7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D. Cal. Apr. 29, 2014) (based on “the Court’s own experience with hourly rates in the Los Angeles area” awarding rates ranging from \$775 for the requested partner to \$390-\$630 for non-partners); *Kearney v. Hyundai Motor Am.*, No. SACV 09-1298-JST (MLGx), 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013) (approving hourly rates of \$650-\$800 for senior attorneys in a class action). In addition, the rates are lower than that of opposing counsel that we have typically faced in the class litigation I have been involved, according to the National Law Journal survey. A true and correct copy of a summary of the NLJ survey is attached hereto as Exhibit 8.

\\ \\ \\ \\

\\ \\ \\ \\

1 **ADDITIONAL TIME EXPECTED TO BE EXPENDED**

2 30. In addition to the time above, Wells Fargo has appealed the Court’s Orders
3 (Ninth Circuit Court of Appeal Case No. 18-55626), and Class counsel anticipates
4 working through a complete appellate process to defend the Court’s orders.

5 31. In addition to the appeal, if successful and therefore meritorious of a fee
6 award, Class counsel will spend additional time implementing and supervising the
7 judgement and guiding the Class Members through a claims process.

8 32. My co-counsel and I intend to handle the appeal and post appeal class
9 administration in this matter. Thus, this work will require additional time of myself and
10 my firm, and co-counsel.

11 33. As I indicate above, I have experience in several appellate matters involving
12 class action matters. These are:

- 13 a. Imburgia et al. v. DirecTV, Inc, California Court of Appeal, 2nd
14 Appellate District, Case No. B284473 (Current)
- 15 b. Imburgia v. DirecTV, Inc., 225 Cal.App.4th 338 (Decided May 4,
16 2016)
- 17 c. DirecTV, Inc., v. Imburgia, 136 S. Ct. 463 (Decided December
18 14, 2015)
- 19 d. Imburgia v. DirecTV, Inc, 225 Cal.App.4th 338 (Apr. 7, 2014).
- 20 e. Long v. Provide Commerce, Inc., 245 Cal. App. 4th 855 (2016).
- 21 f. Johnson v. GlaxoSmithKline, Inc., 166 Cal. App. 4th 1497 (2009).

22
23 34. In addition to appeals work, I have handled and supervised more than fifty
24 (50) distributions of class and multiparty benefits in cases involving thousands of class
25 members.

26 35. While I understand any calculation of future time is speculative, I base an
27 estimate on my experience in other class action and multiparty appellate matters. Two
28 out of three matters lasted approximately 24 months, and each took more than 500 hours

1 of my time, in addition to the time of another attorney. The third matter, Imburgia, has
2 lasted in total 6 years in the appellate process and is continuing (California Court of
3 Appeal, California Supreme Court, U.S. Supreme Court, remand to trial court, back to
4 California Court of Appeal). The Imburgia appeals have taken more than 3,500 hours
5 of my and multiple co-counsel's time.

6 36. Based on my appellate experience in other class action and multiparty
7 matters, I would estimate the appeal in this matter will likely incur an additional 600
8 hours between Class counsel, and potentially higher in the range of 2,500, depending on
9 the issues that may arise (amicus briefings, referral, etc.). I would estimate the amount
10 of time that will be spent on post appeal class administration work to be between 50-250
11 additional hours from Class counsel.

12 37. Incorporating the estimated appellate work and class administration time
13 into the analysis would increase Class Counsel's lodestar time an additional 650 to 2750
14 hours, or approximately \$487,500.00 to \$2,062,500.00, if based on an equal blended rate
15 of my office and co-counsel, which would increase the total loadstar of Class counsel to
16 between approximately \$1,792,444.00 to \$3,367,444.00. If taken under such
17 consideration, it would effectively result in a multiplier between 7.2 to 13.5 to reach the
18 25% benchmark request.

19
20 **THE LITIGATION PRECLUDED OTHER EMPLOYMENT BY**
21 **STEVENS, LC.**

22 38. As stated, Stevens, LC is a boutique law firm, with two attorneys and a
23 staff under eight (8). At various times, this matter consumed a great majority of my
24 time and was constant from the moment of filing. This was particularly true as this
25 class matter went from filing to Judgement in approximately 14 months, during which
26 time the parties engaged in 5 months of work related to class certification, briefing the
27 cross motions for summary judgement, which was followed by similar work on the
28 damages and then preparation for and submission for trial. All told, it was a constant

1 flow dealing with the larger projects of discovery and confirmation of the critical
 2 evidence, class certification, briefing of cross motions for summary judgement,
 3 investigation and calculation of damages, and preparation and submission of all
 4 evidence and cross briefings for class wide damages, and will continue to be through
 5 the appeals process.

6
 7 **COSTS**

8 39. My firm and Haffner Law have a co-counsel agreement whereby we have
 9 agreed to share costs advanced for this litigation 50\50.

10 40. In addition to professional attorney and paralegal time expended in the
 11 prosecution of this case, my office and co-counsel Haffner Law incurred \$66,560.50 in
 12 necessary costs. Counsel applied for taxable costs as to \$4,346.65. Thus, Class counsel
 13 has \$62,214.50 in unreimbursed non-taxable costs and litigation expenses, which break
 14 down into the following categories:

15

16 Category	16 Hours
17 Expert	\$41,994.50
18 Class Notice	\$2,902.92
19 Class counsel share of mediator fee	\$11,750.00
20 Travel to depositions and mediation	\$5,006.70
21 Printing costs	\$560.83
22 TOTAL	\$66,560.50

23

24 41. The costs were necessary to advance the claims in this case. They were
 25 incurred on expert consultants to assist in analyzing the damages criteria, travel to
 26 depositions and mediation, and copying and or retrieval of necessary records. These
 27 nontaxable costs and supporting documentation are set forth in detail in the Joint
 28

1 Statement Re: Motion for Attorneys' Fee and Costs filed concurrently with Plaintiff's
2 Motion for Award of Fee's and Reimbursement of Costs.

3
4 **THE CLASS REPRESENTATIVE'S ASSISTANCE IN THIS MATTER**

5 42. As set forth in the Declaration of the named plaintiff, Jacqueline Ibarra, Ms.
6 Ibarra is the sole named plaintiff in this action. Ms. Ibarra risked significant reputational
7 damage by initiating this action. I spoke to several class members, who applauded Ms.
8 Ibarra for bringing this action, and stated they would not have done so.

9 43. Ms. Ibarra also actively assisted counsel in this action, including
10 conferences with counsel, assisting in the preparation of discovery responses,
11 encouraging current and former co-workers to speak with counsel, providing
12 declarations, sitting for deposition, and preparing for trial. Ms. Ibarra's declaration
13 shows a high level of involvement.

14 44. Ms. Ibarra was also instrumental in the result achieved. Among other
15 things, Ms. Ibarra produced and explained the Distributed Retail Commission Reports.
16 Among other things that went into this case, becoming aware of and locating critical
17 documents in this matter was involved, painstaking and tedious. One such document was
18 a monthly report titled "Wells Fargo Bank, N.A. Distributed Retail Commission Report"
19 ("DRCR"). Wells Fargo did not produce these reports despite initial disclosure
20 obligations and discovery directed at such information and documents. These monthly
21 reports, however, provided critical proof of how Wells Fargo's deducted the advance
22 from the commissions, which Wells Fargo refuted even occurred, was contained in the
23 DRCRs. However, with Plaintiff Jacqueline Ibarra's assistance, these documents were
24 located and explained and brought to light. Ms. Ibarra ultimately located and produced
25 more than 211 pages of critical documents including emails from supervisors, texts from
26 supervisors, W-2 wage statements, Wells Fargo FastMail, and the critical Distributed
27 Retail Commission Reports.

1 45. I understand the request for Ms. Ibarra is exceptionally higher than the
2 typical award in a consumer or wage and hour matter. However, the requested award of
3 \$100,000.00 for the Class representative constitutes one tenth of one percent of the
4 common fund. In addition, Ms. Ibarra's restitution\damages award is less than the
5 amounts that more than 1,200 Class members are to receive (approximately 26% of the
6 Class), and in some cases, significantly so. For that reason, my co-counsel and I myself
7 have made this request for Ms. Ibarra.

8 I declare, under penalty of perjury, under the laws of the State of California, that
9 the foregoing is true and correct. Executed this 18th day of June, 2018, in Los Angeles,
10 California.

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13 _____
14 By: Paul D. Stevens
15 Attorneys for Plaintiff and the Plaintiff Class
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