

1 David Mara, Esq. (230498)
dmara@maralawfirm.com
2 Jamie Serb, Esq. (289601)
jserb@maralawfirm.com
3 **MARA LAW FIRM, PC**
2650 Camino Del Rio North, Suite 205
4 San Diego, California 92108
Telephone: (619) 234-2833
5 Facsimile: (619) 234-4048

6 Matthew R. Bainer Bar No. 220972
7 **THE BAINER LAW FIRM**
1901 Harrison Street, Suite 1100
8 Oakland, CA 94612
Telephone: (510) 922-1802
9 Facsimile: (510) 844-7701
mbainer@bainerlawfirm.com

10 Attorneys for Plaintiff

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

14 KEVIN KRAMER on behalf of himself, all
15 others similarly situated, and on behalf of the
general public,

16 Plaintiffs,

17 v.

18 XPO LOGISTICS, INC.; and DOES 1 – 100,

19 Defendants.

20 _____
21 HECTOR IBANEZ on behalf of himself, all
22 others similarly situated, and on behalf of the
general public

23 Plaintiffs,

24 v.

25 XPO LAST MILE, INC.; and DOES 1 – 100,

26 Defendants.

Case No. 3:16-cv-07039-WHO
Consolidated with 3:17-cv-04009-JSC

[Assigned to the Honorable William H. Orrick]

**DECLARATION OF DAVID MARA IN
SUPPORT OF PLAINTIFF'S NOTICE OF
MOTION AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT AWARD**

Date: April 1, 2020

Time: 2:00 p.m.

Ctrm.: 2

Action Filed: September 22, 2016

Date Removed: December 8, 2016

Trial Date: December 3, 2018

This Document Relates To:
Kramer, 3:16-cv-07039-WHO
Ibanez, 3:17-cv-04009-JSC

1 I, DAVID MARA, declare the following:

- 2 1. I am President of Mara Law Firm, PC and counsel of record for Plaintiffs and the putative class
3 in this matter. I am duly admitted to practice before all the courts of the state of California. The
4 following facts are within my personal knowledge and, if called to testify, I could and would
5 competently testify thereto.
- 6 2. I have been practicing law in California since 2004.
- 7 3. I extensively handle employment cases which involve violations of the California Labor Code
8 and Industrial Welfare Commission Wage Orders, such as wage and hour class actions and
9 cases alleging violations of the Private Attorneys General Act of 2004 (“PAGA”).
- 10 4. I was co-class counsel in *Hohnbaum v. Brinker Restaurant Corp.*, San Diego Superior Court,
11 Case No. GIC834348, which was the underlying case in the California Supreme Court’s
12 landmark decision in *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, in
13 which the California Supreme Court delineated the scope of employer obligations to provide
14 and employee rights to receive, meal and rest periods under California law.
- 15 5. I wrote an Amicus brief on behalf of Consumer Attorneys Of California (“CAOC”) in the
16 recent decision by the California Supreme Court in *Augustus v. ABM Security Services, Inc.*
17 (2016) 2 Cal.5th 257 (rest breaks must be duty-free and time spent being on call during rest
18 breaks is not considered duty-free).
- 19 6. My firm also wrote an Amicus brief on behalf of CAOC in the recent decision by the California
20 Supreme Court in *Williams v. Superior Court* (2017) 3 Cal. 5th 531 (PAGA and wage and hour
21 class action).
- 22 7. My firm has been granted class certification in both state and federal courts.
- 23 8. I am also Plaintiff’s counsel in a host of other class actions involving violations of California’s
24 wage and hour laws, many of which involve the transportation industry. For example, I have
25 been and am involved as counsel for plaintiffs in the following sampling of class action cases
26 involving wage and hour violations under California law: *Davis v. Apria Healthcare Group*

(Case No. 37-2015-00007743); *Norona v. B&G Delivery System, Inc.* (Case No. RG1577005); *Perez v. City of San Diego* (Case No. 37-2014-00016621); *Cuellar-Ramirez v. US Foods, Inc.* (Case No. RG15770766); *Peron v. The Vons Companies, Inc.* (Case No. 15-cv-01567-L-JMA); *Hilderbrand v. LinkUs Enterprises, LLC* (Case No. DR150155); *Belton v. Pacific Pulmonary Services* (Case No. CGC-15-547564); *Medina v. Central Cal Transportation, Inc.* (Case No. RG15770011); *Eure v. Dotson v. Asbury Environmental Services* (Case No. RG16842620); *Spikes v. Bear Trucking, Inc.* (Case No. 16CECG02389); *Reynoso v. Benjamin's Transfer, Inc.* (Case No. FCS048845); *Montes v. Coram Specialty Infusion Services, Inc.* (Case No. 37-2016-00028950-CU-OE-CTL); *Rodriguez v. Delta Sierra Beverage, LLC* (Case No. 34-2017-00206727); *Clavel v. La Jolla Beach & Tennis Club, Inc.* (Case No. 37-2017-00004802-CU-OE-CTL); *Martin v. Sysco Central California, Inc.* (Case No. 9000052).

9. To date, I have devoted 706 hours to this case. The following is a summary of my tasks and the activities I performed in this litigation: prepared for and traveled to San Francisco, Orange County, and Los Angeles to take depositions of Defendant's witnesses; traveled to, prepared for, and attended mediation in San Francisco and Toronto, Canada; draft mediation damage and exposure models; analyze documents produced by Defendant relating to its policies, pay-structures, and time keeping; analyze and review contracts made between Defendant and contract carriers, as well as Defendant's contracts with its customers; analyze and review data produced by Defendant relating to contract carriers and the putative driver/helper class; interviewing putative Class Members; research and investigation in California's ever evolving wage and hour laws, class certification requirements, and misclassification laws; review and discuss Plaintiffs' responses to discovery; numerous conferences with Plaintiff, co-counsel, counsel in related matters and Defendant on numerous issues throughout the litigation, mediation, and settlement; investigation into Defendant's pay-structures and policies—that is, Defendant produced voluminous documents and information relating to the size and scope of the class within the Class Period; draft a living outline for Plaintiffs' motion for class certification; negotiate and review settlement agreement; review and edit preliminary approval

1 motion and draft declaration in support thereof; conferences with associates; discussions with
2 settlement administrator regarding the class data; discussions with experts regarding TLOxp
3 searches; review TLOxp search results and test for accuracy; discussions with class members
4 regarding the class notice; review attorneys' fee motion and draft declaration in support
5 thereof. It is anticipated that I will attend the final approval hearing; review and edit the final
6 approval motion and draft a declaration in support thereof.

7 10. My hourly rate is \$700. Based on my hourly rate and the hours expended thus far (706), my
8 fee is \$494,200.00, which was reasonable and necessary to the successful litigation of this
9 matter.

10 11. Jamie Serb is an associate at the Mara Law Firm. Ms. Serb has been a member of the California
11 Bar since 2013. She has gained extensive experience in wage and hour class litigation. Ms.
12 Serb co-drafted an amicus brief on behalf of CAOC in the recent decision by the California
13 Supreme Court in *Williams v. Superior Court* (2017) 3 Cal. 5th 531 (PAGA and wage and hour
14 class action). She has been substantially involved in all phases of this litigation. Ms. Serb was
15 also substantially involved in the following sampling of wage and hour class action and PAGA
16 cases, of which our firm is the attorney of record: *Perez v. City of San Diego* (Case No. 37-
17 2014-00016621); *Porras v. DBI Beverage, Inc.* (Case No. 114CV266154); *Hernandez v.*
18 *Classic Distributing and Beverage Group, Inc.* (Case No. BC615317); *Huguez v. KKW*
19 *Trucking, Inc.* (Case No. 34-2016-00190517); *Hilderbrand v. LinkUs Enterprises, LLC* (Case
20 No. DR150155); *Parker v. Selland Auto Transport, Inc.* (Case No. 3:15-cv-05635-ECM);
21 *Smith v. Werner Enterprises, Inc.* (Case No. 8:150cv0287); *Vega v. Advance Beverage Co.,*
22 *Inc.* (Case No. BCV-16-100848); *Zamudio v. Ameripride Services, Inc.* (Case No.
23 RG16809666); *Henricks v. Antonini Freight Express, Inc.* (Case No. STK-CV-UOE-2016-
24 6999); *Payton v. Atech Logistics, Inc.* (Case No. SCV-258595); *Mendoza v. Bi-Rite Food*
25 *Service, Inc.* (Case No. 17CIV02044); *Austin v. Canteen Vending; Compass Group, USA, Inc.*
26 (Case No. RG16809670); *Timothy v. Coastal Transport Co., Inc.* (Case No. 37-2016-

1 00023458-CU-OE-CTL); *Beach-Barrow v. The Hertz Corporation* (Case No. RG17848833);
2 *Cruz v. Hertz Equipment Rental Corporation* (Case No. 16-cv-03889); *Caulfield v. ITS*
3 *Logistics, LLC* (Case No. 37-2016-00044111-CU-OE-CTL); *Hobson v. Linde, LLC* (Case No.
4 CIVDS1613085); *Clavel v. La Jolla Beach & Tennis Club, Inc.* (Case No. 37-2017-00004802-
5 CU-OE-CTL); *Helton v. Pepsi-Cola Sales and Distribution, Inc.* (Case No. 17-cv-1135);
6 *Randall v. Professional Auto Transport, Inc.* (Case No. RG17847058); *McConville v.*
7 *Renzenberger, Inc.* (Case No. 16-cv-00578); *Thomas, et al. v. TransitAmerica Services, Inc.*
8 (Case No. 37-2014-00018867-CU-OE-CTL).

9 12. Ms. Serb devoted 612 hours to this case. The following is a summary of her tasks and activities
10 performed in the litigation of this matter: meet and confer discussions with defense counsel;
11 numerous discussions with co-counsel and counsel in related matters; discussions with
12 Plaintiff and Class Members re their experiences working with Defendant; draft, review, file
13 discovery dispute letters; review and analyze voluminous documents produced by Defendant;
14 draft joint CMC statements, ex parte motions, and stipulations; review and analyze data
15 produced by Defendant; prepare for, travel to, and attend/depose multiple depositions (of
16 Defendant's witnesses and contract carriers) in Sacramento, Redding, San Francisco, Los
17 Angeles, Orange County, and Atlanta, Georgia; draft, and edit the settlement agreement, and
18 the Notice to the Class; draft and re-draft preliminary approval motion and supporting papers;
19 attend the preliminary approval hearing; discussions with the settlement administrator
20 regarding its duties, including the TLOxp search results; review and proof Notice Packet
21 papers from the settlement administrator; discussions with Class Members regarding the
22 Notice and settlement; discussions with defense counsel regarding the class data; review
23 weekly status reports from the settlement administrator regarding Class participation; draft
24 attorneys' fees motion and supporting documents. It is anticipated Ms. Serb will review and
25 suggest edits to the Settlement Administrator's declaration re: administration; draft and edit
26 final approval motion and supporting papers and attend the hearing thereon; conduct further

1 discussions with the settlement administrator, class members, co-counsel and defense counsel
2 throughout the settlement and disbursement process.

3 13. Ms. Serb's hourly rate is \$500. Based on her hourly rate and the hours expended (612), her
4 lodestar fee is \$306,000.00, which was reasonable and necessary to the successful litigation of
5 this matter.

6 14. Tony Roberts is an associate at the Mara Law Firm. Mr. Roberts has been a member of the
7 California Bar since 2017. He is also an adjunct professor of law at the University of San Diego
8 School of Law. He has been substantially involved in all phases of this litigation. Mr. Roberts
9 was also substantially involved in the following sampling of wage and hour class action and
10 PAGA cases, of which our firm is the attorney of record: *Perez v. City of San Diego* (Case No.
11 37-2014-00016621); *Hilderbrand v. LinkUs Enterprises, LLC* (Case No. DR150155);
12 *Hernandez v. Classic Distributing and Beverage Group, Inc.* (Case No. BC615317); *DeCaro*
13 *v. LinkUs Enterprises, LLC* (Case No. DR170706); *Vega v. Advance Beverage Co., Inc.* (Case
14 No. BCV-16-100848); *Zamudio v. Ameripride Services, Inc.* (Case No. RG16809666); *Payton*
15 *v. Atech Logistics, Inc.* (Case No. SCV-258595); *Mendoza v. Bi-Rite Food Service, Inc.* (Case
16 No. 17CIV02044); *Sanchez v. Exact Staff, Inc.* (Case No. CIVDS1702554); *Beach-Barrow v.*
17 *The Hertz Corporation* (Case No. RG17848833); *Cruz v. Hertz Equipment Rental Corporation*
18 (Case No. 16-cv-03889); *Hobson v. Linde, LLC* (Case No. CIVDS1613085); *Clavel v. La Jolla*
19 *Beach & Tennis Club, Inc.* (Case No. 37-2017-00004802-CU-OE-CTL); *Helton v. Pepsi-Cola*
20 *Sales and Distribution, Inc.* (Case No. 17-cv-1135); *Randall v. Professional Auto Transport,*
21 *Inc.* (Case No. RG17847058); *McConville v. Renzenberger, Inc.* (Case No. 16-cv-00578);
22 *Thomas, et al. v. TransitAmerica Services, Inc.* (Case No. 37-2014-00018867-CU-OE-CTL).

23 15. Mr. Roberts devoted 181 hours to this case. The following is a summary of his tasks and
24 activities performed in the litigation of this matter: discussions with class members; draft
25 stipulations; draft CMC statements; draft meet and confer correspondence; review and analyze
26 thousands of documents; research, vet, and hire discovery expert; research and analyze various

1 legal issues with respect to misclassification and certification. It is anticipated Mr. Roberts will
2 also respond to class member inquiries re: status of settlement funds.

3 16. Mr. Robert's hourly rate is \$400. Based on his hourly rate and the hours expended (181), his
4 lodestar fee is \$72,400.00, which was reasonable and necessary to the successful litigation of
5 this matter.

6 17. Mr. Turley was a former partner of The Turley & Mara Law Firm through March 2019. Prior
7 to leaving the firm (now called the Mara Law Firm), he devoted 167 hours to this case. The
8 following is a summary of his tasks and activities performed in the litigation of this matter:
9 pre-filing investigation; communicating with the class representative; interviewing and meeting
10 with putative Class Members; research and investigation in California's ever evolving wage
11 and hour laws regarding compensation, overtime, meal and rest periods, itemized wage
12 statements, waiting time penalties, misclassification, and California's Unfair Competition
13 Law; draft and file pleadings; prepare for, travel to, and attend mediation in San Francisco;
14 conferences with associates.

15 18. Mr. Turley's hourly rate is \$850. Based on his hourly rate and the hours expended (167), his
16 lodestar fee is \$146,125.00, which was reasonable and necessary to the successful litigation of
17 this matter.

18 19. My firm's total lodestar amount so far is \$1,014,550, based on 1,666 hours of attorney time,
19 all of which was reasonable and necessary to the successful litigation of this matter. This does
20 not count the anticipated time it will take to travel to and attend the preliminary and final
21 approval hearings. It also doesn't include anticipated time needed to draft the motion and
22 supporting documents for final approval, as well as anticipated time spent talking with class
23 members re: settlement status and the settlement administrator. This will likely add an
24 additional 30 hours of attorney time.

25 20. In addition, my firm has incurred \$104,293.91 in costs to date, and is requesting reimbursement
26 of these costs at final approval. This amount does not include the costs to be incurred traveling
27 to the preliminary and final approval hearings.

1 21. The proposed settlement is the product of serious, informed, non-collusive negotiations, has
2 no obvious defects, does not improperly grant preferential treatment to the class representative
3 or segments of the class and falls within the range of fair and reasonable settlements. I believe
4 that this non-reversionary settlement is in the best interests of the class as fair, reasonable, and
5 adequate. Therefore, I recommend approval of the settlement.

6 22. A true and correct copy of the Summary of Time and Costs for my firm is attached hereto as
7 **Exhibit 1.**

8 23. **Settlement Administration:** Counsel requested bids from ILYM Group, Inc. (\$50,189.79),
9 Simpluris, Inc. (\$63,635.00) and CPT Group, Inc. (\$42,000.00). As CPT Group, Inc.'s ("CPT")
10 bid was lowest, the Parties agreed to use CPT. This is an all-in settlement that does not require
11 the class members to return claims forms to receive their settlement checks. However, class
12 members for whom the CPT does not have a taxpayer identification number will be required
13 to return a W9 Form with that information prior to disbursement. The class notice that CPT
14 will mail via U.S. mail provides the contact information for all counsel in this matter, CPT's
15 toll-free phone number for class member inquiries, as well as a website that will provide copies
16 of the settlement documents, approval motions, and class notice for class member's review.

17 24. My firm has used CPT many times for the administration of class action settlements and has
18 been pleased with their services. Over the past two years, CPT has been appointed as settlement
19 administrator in the following class action settlements for my firm: *Caufield, et al. v. ITS*
20 *Logistics, LLC* (San Diego County, 37-2016-00044111); *Seip v. Hi Way Safety Rentals, Inc.,*
21 *et al* (San Bernardino County, CIVDS1709710); *Scott v. Transdev Services, Inc.* (ND Cal.,
22 3:17-cv-03826); *Helton v. Pepsi Cola Sales and Distribution, Inc., et al* (ND Cal., 3:17-cv-
23 001135); *Clavel v. La Jolla Beach & Tennis Club* (San Diego County, 37-2017-00004802);
24 *Hilderbrand v. LinkUs Enterprises, Inc.* (Humboldt County, DR150155 and DR170706);
25 *Hernandez v. Classic Distributing and Beverage Group, Inc.* (Los Angeles County,
26 BC615317); *Beach-Barrow v. The Hertz Corporation* (Alameda County, RG17848833);
27 *Davidson v. Herc Rentals, Inc.* (Sacramento County, 34-2017-00219832); *Hobson v. Linde,*
28 *LLC* (San Bernardino County, CIVDS1613085); *Lua, et al v. DDG Transport, Inc., et al*

(Tulare County, VCU266342); *Perez v. City of San Diego* (San Diego County, 37-2014-00016621); *Thomas, et al v. TransitAmerica Services, Inc.* (San Diego County, 37-2014-00018867); *Scott, et al v. Coastal Transport Co. Inc.* (San Diego County 37-2016-00020248); *Zamudio v. AmeriPride Services, Inc.* (Alameda County, RG16809666); *Parker v. Selland Auto Transport, Inc.* (Alameda County, RG15791932); *Padilla v. California Gas Transport, Inc.* (San Diego County, 37-2016-00012433); *Romero v. Compass Group USA, Inc.* (San Bernardino County, CIVDS1512026); *Henricks v. Antonini Freight Express* (San Joaquin County, STK-CV-UOE-2016-6999); *McLain v. Tiger Lines, LLC* (San Joaquin County, STK-CV-UOE-2016-0012987); *Huguez, et al v. KKW Trucking, Inc.* (Sacramento County, 34-2016-00190517); *Tugas v. Hill-Rom Company, Inc.* (ED Cal., 15-cv-02426); *Villamar v. Hansen & Adkins Auto Transport, Inc.* (San Diego County, 37-2015-00003182); *Davis v. Apria Healthcare Group, Inc.* (San Diego County, 37-2014-00004724); *Thompson v. Costco Wholesale Corporation* (SD Cal., 14-cv-2778); *Houston v. Big 5 Sporting Goods Corporation* (Los Angeles County, BC644923); *Zubia, et al v. Shamrock Foods Company* (CD Cal., 16-cv-03128); *Little v. Gate Gourmet, Inc.* (SD Cal., 16-cv-01084); *Rodriguez v. Delta Sierra Beverage, LLC* (Sacramento County, 34-2017-00206727); *Hunt v. VEP Healthcare, Inc.* (ND Cal., 16-cv-04790); *Roby v. Pan Pacific Petroleum, Inc.* (Kern County, BCV-16-101856); *Cuellar-Ramirez v. U.S. Foods, Inc.* (Alameda County, RG15770766); *Smith v. Roadrunner Management Services, Inc.* (Los Angeles County, BC630949); and *Eure v. Ryder Integrated Logistics, Inc.* (ED Cal., 16-cv-00324).

25. **Past Distributions:** Below are a sampling of some of my firm's past comparable class settlements (i.e. settlements involving the same or similar clients, claims, and/or issues):

a. ***Helton v. Pepsi Cola Sales and Distribution, Inc., et al*** (ND Cal., 3:17-cv-001135-EMC)

- **Claims:** Wage and hour class, PAGA, and FLSA collective action.
- **Total Settlement:** \$5,000,000.00 total settlement fund. Because this was a combined class/FLSA settlement, the payout fund (i.e. the money leftover after deduction of attorneys' fees, costs, LWDA payment, settlement administration fees, and plaintiff's general release payment) was divided into two separate funds – 80% as the state law fund and 20% as the federal law fund. The FLSA collective action members were required to submit a claim form to claim money

1 from the federal law fund. All participating class members were automatically
2 paid from the state law fund.

- 3 • Attorneys' Fees and Costs: My firm was awarded 25% of the common fund -
4 \$1,250,000.00 – in fees and \$42,716.30 in litigation costs.
- 5 • Administration Costs: CPT charged \$28,735.12 to administer this settlement.
- 6 • Notice: The Class Notice was sent to all class members, totaling 1,480 truck
7 driver class members. There was one undeliverable notice packet, three opt-
8 outs, and no objections.
- 9 • FLSA Claim Rate: 1,039 class members returned FLSA claim forms, claiming
10 86% of the funds allotted for the FLSA settlement; the class/PAGA settlement
11 did not require use of claim forms and automatically paid out to participating
12 class members.
- 13 • High/Average Payments: The highest FLSA payment to class members was
14 \$1,053.26 and the highest class award was \$4,213.06. The average FLSA
15 payment to class members was \$590.76 and the average class award was
16 \$1,938.59.
- 17 • Cy Pres: At least \$101,705.41, the amount remaining unclaimed from the FLSA
18 funds, will cy pres to the United Way. This amount may increase if some class
19 members do not cash their settlement checks. As of the date of this filing, those
20 checks have not yet expired.

21 **b. *Romero v. Compass Group USA, Inc. (San Bernardino County, CIVDS1512026).***

- 22 • Claims: Wage and hour class and PAGA action.
- 23 • Total Settlement: \$4,000,000.00 total settlement fund. Class members
24 automatically received their settlement shares and no claim forms were
25 required.
- 26 • Attorneys' Fees: The Court awarded \$1,333,333.00 (1/3 of the gross settlement
27 amount) in attorneys' fees and \$32,586.48 in litigation costs.
- 28 • Administration Costs: CPT charged \$23,000.00 to administer this settlement.
- Notice: The class notice was sent to all 1,532 class members. There were 18
undeliverable notices, no opt-outs and no objections.
- High/Average Payments: The highest payment was \$16,756.07 and the average
payment to class members was \$1,635.88.
- Cy Pres: No cy pres – all uncashed check funds were sent to the State of
California's Department of Industrial Relations' Unclaimed Wage Fund,
earmarked for each class member who did not cash his or her check to claim at
a future date.

29 **c. *Lo Cascio v. Hertz Local Edition, et al (San Diego County, 37-2015-000020830).***

- 30 • Claims: Wage and hour class and PAGA action.
- 31 • Total Settlement: \$4,800,000.00 total settlement fund. Class members
32 automatically received their settlement shares and no claim forms were
33 required.
- 34 • Attorneys' Fees: The Court awarded \$1,598,400.00 (33.3% of the gross
35 settlement amount) in attorneys' fees and \$51,084.82 in litigation costs.
- 36 • Administration Costs: Simpluris, Inc. charged \$48,499.00 to administer this
37 settlement.

- Notice: The class notice was sent to all 3,287 class members. There were 21 undeliverable notices, no opt-outs, and no objections.
- High/Average Payments: The highest settlement award was \$4,626.61 and the average settlement award was \$902.98.
- Cy Pres: No cy pres – all uncashed check funds were sent to the State of California’s Department of Industrial Relations’ Unclaimed Wage Fund, earmarked for each class member who did not cash his or her check to claim at a future date.

d. *Little v. Gate Gourmet, Inc. (SD Cal., 16-cv-01084-L-AGS).*

- Claims: Wage and hour class, PAGA, and collective action.
- Total Settlement: \$4,500,000.00 total settlement fund. Class members automatically received their settlement shares and no claim forms were required.
- Attorneys’ Fees: The Court awarded \$1,125,000.00 (25% of the gross settlement fund) in attorneys’ fees and \$31,593.05 in litigation costs.
- Administration Costs: CPT charged \$49,000.00 to administer this settlement.
- Notice: The class notice was sent to all 8,469 class members. There were 95 undeliverable notices, two opt-outs, and no objections.
- High/Average Payments: The highest settlement award was \$1,616.03 and the average settlement award was \$384.07.
- Cy Pres: No cy pres – all uncashed check funds were sent to the State of California’s Department of Industrial Relations’ Unclaimed Wage Fund, earmarked for each class member who did not cash his or her check to claim at a future date.

e. *Porras v. DBI Beverage, Inc. (Santa Clara County, 1-14-CV-266154).*

- Claims: Wage and hour class action.
- Total Settlement: \$6,500,000.00 total settlement fund. Class members automatically received their settlement shares and no claim forms were required.
- Attorneys’ Fees: The Court awarded \$1,975,325.80 (approx. 30% of the gross settlement amount) in attorneys’ fees and \$82,061.12 in litigation costs.
- Administration Costs: CPT charged \$26,000.00 to administer this settlement.
- Notice: The class notice was sent to all 1,674 truck driver class members. There were 30 undeliverable notices, two opt-outs, and no objections.
- High/Average Payments: The highest settlement award was \$13,954.43 and the average settlement award was \$2,372.51.
- Cy Pres: No cy pres – all uncashed check funds were sent to the State of California’s Unclaimed Property Division, earmarked for each class member who did not cash his or her check to claim at a future date.

Case	Total	Class Size	Atty Fees	Atty Costs	Admin Costs	Avg. Payment
<i>Helton</i>	\$5,000,000	1,480	\$1,250,000.00	\$42,716.30	\$28,735.12	\$2,529.35
<i>Romero</i>	\$4,000,000	1,532	\$1,333,333.00	\$32,586.48	\$23,000.00	\$1,635.88
<i>Cascio</i>	\$4,800,000	3,287	\$1,598,400.00	\$51,084.82	\$48,499.00	\$ 902.98

<i>Little</i>	\$4,500,000	8,469	\$1,125,000.00	\$31,593.05	\$49,000.00	\$ 384.07
<i>Porras</i>	\$6,500,000	1,674	\$1,975,325.80	\$82,061.12	\$26,000.00	\$2,372.51

26. All attorney services were performed by Class Counsel on a contingent basis.

27. In Class Counsel’s experience, the typical enhancement award in wage and hour cases ranges from \$5,000 to \$75,000, although some awards may be higher.

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

Dated: January 27, 2020

/s/ David Mara

David Mara, Esq.

EXHIBIT 1

SUMMARY OF MARA LAW FIRM**TIME AND COSTS**

MLF Total Hours (to date): 1666
 MLF Total Lodestar (to date): \$ 1,014,550.00
 MLF Total Costs (to date): \$ 104,293.91

As of the date of filing: 1/27/2020

FIRM/ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
Mara Law Firm, PC				
David Mara	2004 (16)	706.00	\$ 700.00	\$ 494,200.00
Jamie Serb	2013 (7)	612.00	\$ 500.00	\$ 306,000.00
Tony Roberts	2017 (3)	181.00	\$ 400.00	\$ 72,400.00
William Turley (former partner)	1986 (32)	167.00	\$ 850.00	\$ 141,950.00
Mara Law Firm, PC TOTAL:		1666.00		\$ 1,014,550.00

*This time does not count future tasks

LITIGATION EXPENSES	
Mara Law Firm, PC	\$ 104,293.91
TOTAL:	\$ 104,293.91

The above mentioned time and cost totals do not include anticipated attorney time to take the Action through the final approval process, attend final approval and supplemental hearings, provide any necessary supplemental administrator declarations, work with defense counsel and settlement administrator re: funding, distribution, tax forms, transmittal process, answer class member questions, prepare post-distribution filings, etc., which will likely include an additional 15+ hours of attorney time

SUMMARY OF MARA LAW FIRM**TIME AND COSTS**

MLF Total Hours (to date): 1666
 MLF Total Lodestar (to date): \$ 1,014,550.00
 MLF Total Costs (to date): \$ 104,293.91

As of the date of filing: 1/27/2020

FIRM/ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
Mara Law Firm, PC				
David Mara	2004 (16)	706.00	\$ 700.00	\$ 494,200.00
Jamie Serb	2013 (7)	612.00	\$ 500.00	\$ 306,000.00
Tony Roberts	2017 (3)	181.00	\$ 400.00	\$ 72,400.00
William Turley (former partner)	1986 (32)	167.00	\$ 850.00	\$ 141,950.00
Mara Law Firm, PC TOTAL:		1666.00		\$ 1,014,550.00

*This time does not count future tasks

LITIGATION EXPENSES	
Mara Law Firm, PC	\$ 104,293.91
TOTAL:	\$ 104,293.91

TABLE 1

Task 1: Client Intakes / Client Communications / Pre-Filing Investigation / Class Member Communications			
Attorney	Rate	Hours	Fee
D. Mara (Partner)	\$ 700.00	31.00	\$ 21,700.00
J. Serb (Assoc.)	\$ 500.00	42.00	\$ 21,000.00
T. Roberts (Assoc.)	\$ 400.00	16.00	\$ 6,400.00
W. Turley (former)	\$ 850.00	49.00	\$ 41,650.00
Fee Request for Task 1:		138.00	\$ 90,750.00

Task 2: Legal research/ legal theory development			
Attorney	Rate	Hours	Fee
D. Mara (Partner)	\$ 700.00	46.00	\$ 32,200.00
J. Serb (Assoc.)	\$ 500.00	61.00	\$ 30,500.00
T. Roberts (Assoc.)	\$ 400.00	22.00	\$ 8,800.00
W. Turley (former)	\$ 850.00	54.00	\$ 45,900.00
Fee Request for Task 2:		183.00	\$ 117,400.00

Task 3: Preparing evidence/ case strategy			
Attorney	Rate	Hours	Fee
D. Mara (Partner)	\$ 700.00	48.00	\$ 33,600.00
J. Serb (Assoc.)	\$ 500.00	39.00	\$ 19,500.00
T. Roberts (Assoc.)	\$ 400.00	12.00	\$ 4,800.00
W. Turley (former)	\$ 850.00	36.00	\$ 30,600.00
Fee Request for Task 3:		135.00	\$ 88,500.00

Task 4: Pleadings			
Attorney	Rate	Hours	Fee
D. Mara (Partner)	\$ 700.00	7.00	\$ 4,900.00
J. Serb (Assoc.)	\$ 500.00	1.00	\$ 500.00
T. Roberts (Assoc.)	\$ 400.00	9.00	\$ 3,600.00
W. Turley (former)	\$ 850.00	2.00	\$ 1,700.00
Fee Request for Task 4:		19.00	\$ 10,700.00

TABLE 1

Task 5: Communications with co-counsel/ defense counsel / experts			
Attorney	Rate	Hours	Fee
D. Mara (Partner)	\$ 700.00	20.00	\$ 14,000.00
J. Serb (Assoc.)	\$ 500.00	12.00	\$ 6,000.00
T. Roberts (Assoc.)	\$ 400.00	6.00	\$ 2,400.00
Fee Request for Task 5:		38.00	\$ 22,400.00

Task 6: Status/Case Management & Scheduling Conference statements and hearings/Requests for Continuances			
Attorney	Rate	Hours	Fee
D. Mara (Partner)	\$ 700.00	17.00	\$ 11,900.00
J. Serb (Assoc.)	\$ 500.00	8.00	\$ 4,000.00
T. Roberts (Assoc.)	\$ 400.00	12.00	\$ 4,800.00
Fee Request for Task 6:		37.00	\$ 20,700.00

Task 7: Written discovery, meet & confers, depositions, document and data analysis			
Attorney	Rate	Hours	Fee
D. Mara (Partner)	\$ 700.00	407.00	\$ 284,900.00
J. Serb (Assoc.)	\$ 500.00	343.00	\$ 171,500.00
T. Roberts (Assoc.)	\$ 400.00	104.00	\$ 41,600.00
Fee Request for Task 7:		854.00	\$ 498,000.00

Task 8: Mediation preparation, damage models, attend mediation			
Attorney	Rate	Hours	Fee
D. Mara (Partner)	\$ 700.00	96.00	\$ 67,200.00
J. Serb (Assoc.)	\$ 500.00	14.00	\$ 7,000.00
W. Turley (former)	\$ 850.00	26.00	\$ 22,100.00
Fee Request for Task 8:		136.00	\$ 96,300.00

Task 9: Settlement agreement and class notice negotiations, review, revisions, issues			
Attorney	Rate	Hours	Fee
D. Mara (Partner)	\$ 700.00	5.00	\$ 3,500.00
J. Serb (Assoc.)	\$ 500.00	34.00	\$ 17,000.00
Fee Request for Task 9:		39.00	\$ 20,500.00

TABLE 1

Task 10: Motion for preliminary approval, declarations and exhibits			
Attorney	Hourly Rate	Hours	Fee
D. Mara (Partner)	\$ 700.00	13.00	\$ 9,100.00
J. Serb (Assoc.)	\$ 500.00	24.00	\$ 12,000.00
Fee Request for Task 10:		37.00	\$ 21,100.00

Task 11: Settlement administration issues following class mailings			
Attorney	Hourly Rate	Hours	Fee
D. Mara (Partner)	\$ 700.00	6.00	\$ 4,200.00
J. Serb (Assoc.)	\$ 500.00	14.00	\$ 7,000.00
Fee Request for Task 11:		20.00	\$ 11,200.00

(Future) Task 12: Motion for final approval and attorneys' fees, costs, PAGA payment, settlement administration costs, and Plaintiffs' general release payments			
Attorney	Hourly Rate	Hours	Fee
D. Mara (Partner)	\$ 700.00	5.00	\$ 3,500.00
J. Serb (Assoc.)	\$ 500.00	10.00	\$ 5,000.00
Anticipated Fee Request for Task 12:		15.00	\$ 8,500.00

(Future) Task 13: monitoring notice process, class member communications, disputes, and settlement distribution process			
Attorney	Hourly Rate	Hours	Fee
D. Mara (Partner)	\$ 700.00	5.00	\$ 3,500.00
J. Serb (Assoc.)	\$ 500.00	10.00	\$ 5,000.00
Anticipated Fee Request for Task 13:		15.00	\$ 8,500.00

TABLE 2**Mara Law Firm, PC**

Attorney	Hourly Rate	Hours by Task*		Fee
D. Mara (Partner)	\$ 700.00	Task 1	31.00	\$ 494,200.00
		Task 2	46.00	
		Task 3	48.00	
		Task 4	7.00	
		Task 5	20.00	
		Task 6	17.00	
		Task 7	407.00	
		Task 8	96.00	
		Task 9	5.00	
		Task 10	13.00	
		Task 11 (future)	6.00	
		Task 12 (future)	5.00	
		Task 13 (future)	5.00	
J. Serb (Associate)	\$ 500.00	Task 1	42.00	\$ 306,000.00
		Task 2	61.00	
		Task 3	39.00	
		Task 4	1.00	
		Task 5	12.00	
		Task 6	8.00	
		Task 7	343.00	
		Task 8	14.00	
		Task 9	34.00	
		Task 10	24.00	
		Task 11 (future)	14.00	
		Task 12 (future)	10.00	
		Task 13 (future)	10.00	
T. Roberts (Associate)	\$ 400.00	Task 1	16.00	\$ 72,400.00
		Task 2	22.00	
		Task 3	12.00	
		Task 4	9.00	
		Task 5	6.00	
		Task 6	12.00	
		Task 7	104.00	
W. Turley (Former Partner of Turley & Mara Law Firm)	\$ 850.00	Task 1	49.00	\$ 141,950.00
		Task 2	54.00	
		Task 3	36.00	
		Task 4	2.00	
		Task 8	26.00	
Total:		1666.00	\$ 1,014,550.00	

*Tasks are defined in Table 1; Future tasks 11-13 are not included in totals.

Kramer/Ibanez vs. XPO LM
Costs Summary

Attorney Service:	\$	1,398.83
Court Fees:	\$	2,216.41
Mediation:	\$	7,500.00
Legal & Factual Investigation	\$	3,062.50
Postage:	\$	1,020.43
Court Reporters:	\$	36,762.40
Experts:	\$	25,200.00
Travel:	\$	27,133.34
TOTAL COSTS		<u><u>\$ 104,293.91</u></u>