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10 *Attorneys for Plaintiffs and the Putative Classes*

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

14 **NICHOLAS C. SMITH-WASHINGTON,** )  
15 **JOYCE MAHONEY, JONATHAN AMES,** )  
16 **MATTHEW HARTZ, and JENNY LEWIS** on )  
behalf of themselves and all others similarly )  
situated, )  
17 Plaintiffs, )  
18 vs. )  
19 **TAXACT, INC.,** an Iowa corporation, )  
20 Defendant. )

) Case No. 3:23-CV-830-VC  
) Assigned for all purposes to Hon. Vince  
) Chhabria  
)  
) **DECLARATION OF JULIAN HAMMOND**  
) **IN SUPPORT OF PLAINTIFFS' MOTION**  
) **FOR APPROVAL OF ATTORNEYS'**  
) **FEES, EXPENSE AWARD, AND SERVICE**  
) **AWARDS**  
)  
) Courtroom: 4, 17th Floor  
) Hearing Date: November 21, 2024  
) Hearing Time: 2:00 p.m.  
)

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1 I, Julian Hammond, declare as follows:

2 1. I am the principal of my own law firm HammondLaw, P.C. (“HammondLaw”). I am  
3 Counsel, along with Keller Postman, LLC (“Keller Postman”) for the Plaintiffs and the Classes in the  
4 above-captioned case. I make this declaration based on personal knowledge and, if called as a witness,  
5 I could and would testify competently to the matters set forth herein.

6 2. I submit this declaration in support of Plaintiffs’ Motion for Approval of Attorneys’  
7 Fees, Expense Award, and Service Awards. A copy of Plaintiffs’ Motion along with all supporting  
8 documents will be posted on the Settlement Website.

9 **I. OVERVIEW OF THE LITIGATION, MEDIATION AND SETTLEMENT EFFORTS**

10 3. The Settlement reached in this case, achieved less than a year after filing their lawsuit  
11 and while facing a very real risk of Plaintiffs’ claims being compelled to individual arbitrations, is a  
12 direct result of Class Counsel’s efforts, thorough research, and skilled and relentless approach to  
13 litigation and the settlement negotiation process. Plaintiffs faced the risk of zero or minimal recovery  
14 based on the arbitration and other risks including the potentially severe limitation of recovery based on  
15 provisions in Defendant’s Terms of Service which purported to create a one-year statute of limitations  
16 and to limit recovery to the amount paid by each respective customer. Instead, Defendant has agreed to  
17 pay a non-reversionary cash settlement of \$17,450,000 (comprising a \$14,950,000 non-reversionary  
18 cash settlement common fund plus up to \$2,500,000 of additional funds set aside to be used towards  
19 Notice and Administration Costs with any remainder of that amount to be distributed to the Settlement  
20 Classes), and substantial in-kind relief with a potential value of \$31 million (assuming a 5% claims  
21 rate) and a conservatively-estimated redeemed value of \$5,800,000, for a total settlement value of *at*  
22 *least* \$23,250,000.

23 4. To achieve this excellent result, Class Counsel expended tremendous effort on behalf of  
24 the Class until it ultimately yielded the proposed settlement. The litigation was both contentious and  
25 intense, packed into a relatively short period of time (approximately one year), and required a great  
26 deal of skill, strategy, work, and persistence. As of July 19, 2024, Class Counsel has devoted more  
27 than 2,984 hours to this case (after billing judgment) and over \$50,000 in litigation expenses, without  
28 any guarantee of reimbursement.

1           5.       Litigation was complicated by the fact that Plaintiffs faced several substantial risks,  
2 including the risk of being compelled to arbitration and the case being over as a result. In fact, Plaintiffs  
3 faced the arbitration risk throughout the entire case and, as this Court is aware, the parties reached  
4 settlement while a fully briefed motion to compel was pending. Besides conducting extensive research  
5 into the facts and the law, analyzing, dissecting and challenging the evidence Defendant used to support  
6 its motions to compel arbitration, carefully and skillfully drafting motions and oppositions, and  
7 navigating written discovery and taking depositions in Chicago, Class Counsel invested significant time  
8 and energy to craft litigation strategy to oppose Defendant's efforts to compel the case to arbitration  
9 and to achieve a favorable settlement for the Class.

10           6.       Moreover, the settlement negotiations were complex and protracted. They involved  
11 extensive mediation preparations that included dozens of discussions regarding documents and  
12 information that Defendant would ultimately produce as part of an informal exchange, analysis of the  
13 viability and value of each claim, extensive research into the sale of TaxAct, Inc. by Blucora, Inc. to  
14 DS Admiral Bidco, LLC, the potential liability of past and present owners, substantial additional legal  
15 research and briefing, a full-day mediation with a well-regarded and respected mediator Hunter Hughes,  
16 and numerous subsequent discussions with opposing counsel in a continued effort to explore whether  
17 settlement was possible, as well as extensive efforts to finalize the details of the settlement.

18           7.       The settlement is supported by extensive legal and factual research, evidence obtained  
19 through both formal and informal discovery, and many hours of arms'-length negotiations, including a  
20 day-long mediation with the assistance of Mr. Hughes.

21           8.       Class Counsel's relentless approach to litigation and settlement negotiations, strategy,  
22 and skill led to the excellent result achieved for the Class in this case. The results in this case stand in  
23 stark contrast to results in another case filed against TaxAct alleging many of the same violations –  
24 *Kirkham v. TaxAct*, No. 23-cv-3303, 2024 WL 1143481 (E.D. Pa. Mar. 15, 2024), in which the U.S.  
25 District Court for the Eastern District of Pennsylvania granted TaxAct's motion to compel the claims  
26 of direct filers to individual arbitration (and denied it with respect to married non-filers),<sup>1</sup> and to the

27 \_\_\_\_\_  
28 <sup>1</sup> Despite the fact that that plaintiff's counsel in *Kirkham* followed our lead in the instant case at nearly every turn (filing the complaint six months after the complaint was filed in this case; adding a claim on

1 results in two similar cases – *Caimano v. H&R Block*, No. 23-3272, 2024 WL 3295589 (E.D. Pa. July  
 2 3, 2024) (granting defendants’ motion to compel arbitration) and *Hunt v. Meta Platforms, Inc.*, No. 23-  
 3 cv-04953, 2024 WL 1561469 (N.D. Cal. Apr. 11, 2024) (granting H&R Block’s motion to compel  
 4 arbitration).

## 5 II. PERCENTAGE OF THE FUND ANALYSIS

6 9. Class Counsel seek an attorneys’ fee award of up to \$5,812,500 (composed of  
 7 \$4,362,500, which is 25% of the \$17,450,000 cash settlement, and up to \$1,450,000, which is between  
 8 4.6% and 25% of the value of the In-Kind Payment, depending on the actual redeemed value).

9 10. The proposed Settlement Administrator used a 5% claims rate in calculating the lowest  
 10 value in its range of estimated notice and administration costs, and this is the lowest expected claims  
 11 rate for this case. Based on a 5% claims rate, the estimated potential redeemable value of the In-Kind  
 12 Payment is \$31 million, and Plaintiffs estimate there will be a *minimum* redeemed value of \$5.8 million.  
 13 This estimate is based on a 65% year-over-year customer retention rate and on the conservative  
 14 assumption that only 9-10% of Settlement Class Members who are returning users will take advantage  
 15 of the Xpert Assist.<sup>2</sup>

16 11. Class Counsel request that the Court hold back \$1,450,000 from the cash settlement in  
 17 order to be able to award attorneys’ fees on the value of the In-Kind Payment when the actual redeemed  
 18 value can be ascertained (in or about May 2025), with the amount, if any, not ultimately awarded as  
 19 fees to be paid to the designated *cy pres* beneficiary.

20  
 21  
 22 \_\_\_\_\_  
 23 behalf of married joint filers six months after it was added in this case; and filing a virtually identical  
 24 motion for protective order and corrective notice after one was filed in this case), plaintiff’s counsel in  
 25 that case was not able to achieve any benefit for the Class. Instead, after the district court in that case  
 26 granted TaxAct’s motion to compel arbitration of the direct filers’ claims, the court granted TaxAct’s  
 27 motion to stay the case pending *Kirkham’s* appeal of the district court’s order.

28 <sup>2</sup> The specific calculations are as follows. TaxAct has confirmed that, in 2022, there were approximately  
 3,600,000 members of the Classes who used TaxAct to file their taxes. Using the 65% retention rate  
 year-over-year, Plaintiffs estimate that in 2025 (the year Xpert Assist will be available for use in  
 connection with the filing of 2024 tax returns) approximately 988,650 of the Class Members will return  
 to use TaxAct. Assuming, conservatively, that between 9% and 10% of these returning users will take  
 advantage of the offer of complimentary Xpert Assist, the redeemed value will be approx. \$5.8 million  
 (988,650 x (between 0.09 and 0.1) x \$60).

1           12.     If the redeemed value of the in-kind relief is \$5.8 million, then the requested \$1,450,000  
2 will represent 25% of the actual redeemed value. If the actual redeemed value is greater than \$5.8  
3 million, Class Counsel will not seek attorney's fees greater than the \$1,450,000 they ask the Court to  
4 hold back, and, thus, will seek less than 25% of the redeemed value. If, for example, the redeemed  
5 value is \$31 million, then the \$1,450,000 Class Counsel will seek in attorneys' fees will represent just  
6 4.68% of the redeemed value. If the actual redeemed value of the in-kind relief is less than \$5.8 million,  
7 Class Counsel will seek attorneys' fees of 25% of that lower value (i.e., less than \$1,450,000), and the  
8 remaining portion of the amount held back by the Court will be paid to the designated *cy pres*  
9 beneficiary.

10           13.     As discussed below, Class Counsel (HammondLaw and Keller Postman), along with  
11 their mediation consultant Barry Goldstein, who billed only about 40 hours to the case, have devoted a  
12 total of 2,984.07 hours, after the exercise of billing judgment, for a total lodestar of \$2,582,024, and  
13 have incurred \$57,558.36 in litigation expenses. Applying the current lodestar to the maximum  
14 requested fee, yields a multiplier of 2.25.

15           14.     This does not include any of the time Class Counsel will spend until this Settlement and  
16 approval process is concluded, including overseeing the notice process through to the end, preparing  
17 for and attending the hearing on final approval, and responding to any objections and potential appeals.

### 18           **III. HISTORY OF THE CASE AND WORK PERFORMED BY CLASS COUNSEL**

19           15.     This section summarizes the work performed by Class Counsel (HammondLaw and  
20 Keller Postman), during different stages of the litigation, the hours spent on that work, and the resulting  
21 lodestar. In addition, our mediation consultant, a nationally recognized attorney Barry Goldstein, billed  
22 41.40 hours to the case.

23           16.     Class Counsel has divided the time spent litigating this case into eight separate  
24 stages/categories marked by distinct types of tasks performed. Where possible, approximate time  
25 periods covered by each category are provided below. Category I covers pre-filing investigation, case  
26 analysis, strategy, drafting and filing the initial Complaint, and briefing and arguing the opposition to  
27 Defendant's Motion to Stay. Category II covers discovery related work, which includes extensive  
28 written discovery and document analysis, depositions, and informal discovery. Category III covers

1 briefing the opposition to Defendant’s second and third Motions to Compel (Dkt. 68, 83) and preparing  
 2 and filing the First Amended Complaint (Dkt. 56). Category IV includes preparing for and attending  
 3 mediation. Category V includes drafting the Motion for Protective Order and Corrective Notice,  
 4 drafting the Second Amended Complaint, drafting a Motion for leave to amend, and preparing for class  
 5 certification. Category VI includes settlement negotiations that took place after mediation failed,  
 6 negotiating and finalizing the MOU and the long-form Settlement Agreement, including obtaining  
 7 several administration bids, and selecting a notice and settlement administrator. Category VII includes  
 8 obtaining preliminary approval, overseeing the notice process, responding to questions from Class  
 9 Members. Category VIII includes various work not captured in the other categories, including meeting  
 10 and conferring with Defendant regarding the case schedule, the Rule 26 conference, preparing for and  
 11 attending the initial case management conference, and preparing stipulations.

12 17. I anticipate that until final judgment is entered, Class Counsel will spend an additional  
 13 250 to 500 hours, depending on whether appeals are filed, which would increase the lodestar by  
 14 approximately \$200,000 to \$400,000.

15 **A. Category I: Pre-Filing Investigation, Initial Complaint, Opposing Defendant’s**  
 16 **First Motion to Compel**

17 18. During this time period (December 2022 to May 25, 2023) Class Counsel conducted the  
 18 initial factual and legal investigation, prepared a detailed initial Complaint, drafted the opposition to  
 19 Defendant’s Motion to Stay under 9 U.S.C. § 3 (“Defendant’s first Motion to Compel”), including a  
 20 motion to strike Defendant’s arguments raised for the first time in its opposition or, in the alternative,  
 21 to file a surreply, and prepared for and argued at the hearing on Defendant’s motion. The total time  
 22 expended by HammondLaw, the only firm that performed tasks during this stage of the case, was 386.6  
 23 hours for a total lodestar of \$334,252. *See Exhibits 1 and 2* for a detailed breakdown of the work  
 24 performed by category and by timekeeper, respectively.

25 19. Class Counsel began investigating TaxAct’s practice of unauthorized sharing of  
 26 customers’ personal information and researching Plaintiffs’ claims in or about December 2023. This  
 27 investigation and research involved: extensive research into the applicable laws and regulations  
 28 governing tax preparation providers (including those imposed by the IRS on tax preparers, like TaxAct,



1 who are members of the Free File Alliance); a detailed review of cases filed against other companies  
2 for similar digital privacy violations; review and analysis of TaxAct's corporate structure and financial  
3 well-being; research and study of the Meta Pixel; discussions with experts regarding third-party  
4 tracking tools embedded on TaxAct's website, information those tools were configured to collect and  
5 share with unauthorized third parties, their analysis of the network traffic on Defendant's website; and,  
6 review of a 100-page report generated by one of these experts regarding the embedded third-party  
7 tracking tools.

8         20. Class Counsel also communicated with TaxAct users regarding the kinds of services  
9 provided by TaxAct they used (e.g. whether free or paid), when they began using TaxAct's tax  
10 preparation service, and their expectations of privacy when using TaxAct to prepare and file their taxes,  
11 and gathered documents from them related to their use of Defendant's website.

12         21. Prior to filing the initial Complaint, Class Counsel also devoted significant effort to  
13 develop the theory of the case, to assess the viability of Plaintiffs' claims, and to evaluate the  
14 enforceability of TaxAct's arbitration agreement, which included searching the Wayback Machine for  
15 different versions of TaxAct's Terms of Service in effect during the Class Period and the changes made  
16 to the sign-up process during that Period.

17         22. On January 24, 2023, based on their extensive research and investigation, Class Counsel  
18 filed a detailed Complaint.

19         23. On March 2, 2023, after removing the case to this Court, Defendant filed its first Motion  
20 to Compel. Dkt. 12. Class Counsel met and conferred with Defendant's Counsel regarding a briefing  
21 schedule and hearing date and prepared two stipulations (after the Court denied the first) to continue  
22 the hearing date on Defendant's Motion so that they could meet and confer regarding records that  
23 Plaintiff Smith-Washington required in order to be able to address Defendant's arguments regarding  
24 the alleged agreement to arbitrate, its validity, and its enforceability. Dkt. 18-20.

25         24. Given the fact that Plaintiff's case could have come to an end if Defendant succeeded  
26 in its Motion, Class Counsel devoted substantial time and energy to thoroughly analyzing Defendant's  
27 Motion and the evidence Defendant presented in support, particularly the evidence presented to support  
28 its contention that Plaintiff Smith-Washington agreed to arbitrate. Class Counsel conducted extensive

1 analysis of the applicable law, and researched and analyzed the appearance of Defendant’s website and  
2 the sign-up process (during which Terms were allegedly presented to users) throughout the Class Period  
3 by using screenshots of Defendant’s website archived on the Wayback Machine.

4 25. Class Counsel also prepared and filed a motion to strike new arguments made by  
5 Defendant for the first time in its Reply, or in the alternative, for leave to file a surreply to address  
6 Defendant’s new arguments. Dkt. 34. The Court permitted Plaintiff to file a surreply, over Defendant’s  
7 objection. Dkt. 37, 38.

8 26. On May 25, 2023, following argument, the Court denied Defendant’s motion without  
9 prejudice and opened discovery. Dkt. 44. Class Counsel (Ms. Tusan) traveled from Los Angeles to San  
10 Francisco to attend the oral argument, although the argument was changed from in-person to a remote  
11 argument approximately three hours before the hearing time.

12 **B. Category II: Written and Oral Discovery, Review of Responses and Publicly**  
13 **Available Documents**

14 27. Category II covers all the discovery-related work in this case, which was performed  
15 between approximately June 2023 and continued until the parties settled in January 2024. This work  
16 includes written discovery, including third-party subpoenas and submission of a FOIA request, two  
17 depositions of Defendant’s employees conducted in Chicago, initial disclosures/Rule 26 disclosures,  
18 the review of publicly available documents, and preparation for several depositions of Defendant’s  
19 employees that were ultimately not taken, due to a settlement being reached, including a 30(b)(6)  
20 deposition. The total time expended by Hammond Law, the only firm that performed tasks during this  
21 stage of the case, was 428.85 hours for a total lodestar of \$347,830.

22 28. During the course of litigation, Plaintiffs propounded two sets of discovery requests that  
23 included a total of 64 requests for production and 13 interrogatories. The discovery sought was relevant  
24 and went to the core of the issue of arbitration and Plaintiffs’ claims and was necessary to identify key  
25 witnesses in this case. Plaintiffs sought discovery necessary to test and challenge Defendant’s  
26 contention that Plaintiffs agreed to arbitrate (i.e., the appearance of the sign in process, location of  
27 hyperlinks, buttons users were required to click, all versions of the Terms and the Licensing Agreement,  
28 print and e-filing submission pages, any changes made to the website or these agreements during the

1 relevant period). Plaintiffs also sought discovery that went to the merits and Defendant’s liability,  
2 including: the presence and configuration of third-party tracking tools on Defendant’s website;  
3 information collected and the format in which it was collected, stored, and shared; agreements with  
4 users regarding the collection and disclosure of their information; statistical compilations and aggregate  
5 data regarding information collected; insurance coverage; and more.

6 29. TaxAct served over 100 pages of written responses, and produced more than 7,300 pages  
7 of documents. The discovery process also included meet and confer efforts, including meeting and  
8 conferring with Defendant regarding its objections, its request for limited discovery, production  
9 schedules, and additional discovery.

10 30. Class Counsel also served two third party subpoenas: on Meta Platforms, Inc. and on  
11 Google, Inc.

12 31. In addition, Plaintiffs closely reviewed publicly available information in connection  
13 with the investigation launched by Senator Elizabeth Warren into the misuse of customer information  
14 by tax preparation companies, including Defendant. One of the documents is a 54-page report, titled  
15 “Attacks on Tax Privacy,” prepared by the Offices of Senators Elizabeth Warren, Ron Wyden, Richard  
16 Blumenthal, Tammy Duckworth, Bernie Sanders, and Sheldon Whitehouse, and Representative Katie  
17 Porter, in July 2023. Additionally, Plaintiffs reviewed the filings in the case against TaxAct filed by  
18 Missouri Attorney General Andrew Bailey, including the Complaint and Stipulated Consent Judgment  
19 between TaxAct and the Attorney General, which includes a five-year term injunction halting the  
20 conduct by TaxAct challenged by the Plaintiffs in the instant case. Plaintiffs also submitted a request  
21 under the freedom-of-information laws to the Department of the Treasury, Internal Revenue Service.

22 32. Class Counsel took two depositions of TaxAct’s employees – a deposition of TaxAct’s  
23 Marketing Technology Manager (Mr. Nick Zabokrtsky) and a deposition of TaxAct’s Vice President  
24 of Tax Operations (Mr. Mark Jaeger), both of which took place in Chicago where TaxAct is  
25 headquartered.

26 33. This discovery allowed Plaintiffs to challenge the evidence presented by Defendant in  
27 support of its second Motion to Compel Arbitration, as well as to obtain documents and information  
28 relevant to the merits and class certification if the case proceeded beyond arbitration.

1 34. Finally, in light of the fact that the deadline to file Plaintiffs' class certification motion  
2 was January 31, 2024 (and settlement was only reached on January 10, 2024), Class Counsel expended  
3 many hours preparing for class certification; Class Counsel served a 30(b)(6) deposition notice and  
4 expended many hours preparing for the 30(b)(6) deposition and depositions of several former TaxAct  
5 employees before settlement was reached.

6 **C. Category III: First Amended Complaint, Opposing Defendant's Second and Third**  
7 **Motions to Compel Arbitration**

8 35. Category III covers the period from approximately June 5, 2023 through September 29,  
9 2023, during which Class Counsel performed work related to preparing and filing the First Amended  
10 Complaint; preparing the opposition to Defendant's second and third Motions to Compel Arbitration;  
11 meeting and conferring with opposing counsel regarding the scheduling of briefing on the second and  
12 third Motions to Compel; and, preparing and filing several stipulations to continue the hearing on the  
13 third Motion to Compel. The total time expended by Hammond Law, the only firm that performed tasks  
14 during this stage of the case, was 457.87 hours for a total lodestar of \$416,134.25.

15 36. On June 8, 2023, Defendant filed its Motion to Compel Arbitration and Stay  
16 Proceedings (its second motion to compel arbitration). Dkt. 50. Plaintiffs immediately began working  
17 on the opposition to Defendant's Motion to Compel despite also expecting to file a First Amended  
18 Complaint, anticipating (correctly so) that, if Defendant ended up filing another motion to compel after  
19 Plaintiffs filed their First Amended Complaint, the two motions would be substantially similar.

20 37. On June 12, 2023, because of information discovered by Class Counsel as part of their  
21 continuing investigation into the case, Class Counsel informed Defendant that Plaintiffs intended to  
22 file an amended complaint. Because Plaintiffs' opposition was due on June 22 and the First Amended  
23 Complaint was not ready for filing, Plaintiffs met and conferred with Defendant's Counsel and drafted  
24 and filed a stipulation on a briefing schedule. Dkt. 55.

25 38. On June 20, 2023, Plaintiffs filed their detailed, 64-page First Amended Complaint with  
26 the aim of strengthening their class claims and creating additional bases to oppose Defendant's attempt  
27 to compel arbitration. Dkt. 56. The First Amended Complaint added three new Plaintiffs (Mahoney,  
28 Ames, and Lewis), allegations that Defendant also disclosed its customers' confidential information to

1 Google, Google Double Click, and other unauthorized third parties (in addition to Meta Platforms,  
2 Inc.), expanded the class definition to cover all persons nationwide who used TaxAct’s website’s tax  
3 preparation services to prepare a tax return, with a California subclass, and, added a second putative  
4 class of “Married Filers” whose spouses used TaxAct’s website’s tax preparation services to prepare a  
5 joint tax return with them. *See* Dkt. 56.

6 39. On July 12, 2023, following the initial CMC on June 30 and after discussions with the  
7 Court regarding the First Amended Complaint being mooted by the second Motion to Compel,  
8 Defendant filed its third Motion to Compel Arbitration support by a declaration and approximately 17  
9 exhibits. Dkt. 68. Defendant’s second and third Motions to Compel differed substantially from its  
10 Motion to Stay (i.e. first Motion to Compel) in that these Motions contained new arguments not  
11 previously raised, raised new issues related to the additional plaintiffs, including issues related to the  
12 “married-filer” class, and relied on a declaration that offered different/additional evidence in support.  
13 The parties met and conferred, and, on that same day, Plaintiffs prepared and filed a stipulation  
14 regarding the briefing schedule. Dkt. 69.

15 40. Again, given that almost the entirety of Plaintiffs’ case rested on the success of their  
16 opposition to Defendant’s Motion to Compel and the complexity of that Motion, Class Counsel  
17 expended significant time carefully analyzing Defendant’s Motion and the evidence presented in  
18 support, as well as conducting additional legal research (including conducting a deposition of the  
19 declarant (Mr. Mark Jaeger) as discussed in Category II above). Class Counsel prepared and filed an  
20 administrative motion for approval to file separate evidentiary objections to the declaration filed in  
21 support of Defendant’s third Motion to Compel, or, in the alternative, for a page extension (Dkt. 77),  
22 which the Court granted (Dkt. 78). Plaintiffs proceeded to file an opposition to Defendant’s Motion to  
23 Compel (Dkt. 79), with over 500 pages of supporting documents, including deposition transcripts from  
24 the above-mentioned depositions of Defendant’s employees, declarations from all four named  
25 Plaintiffs, and a request for judicial notice (Dkt. 79-1 to 79-14).

26 41. In addition, Plaintiffs prepared and filed a 33-page evidentiary objection (supported by  
27 excerpts from Plaintiffs’ deposition of the declarant) to the declaration filed by Defendant in support  
28 of its Motion. Dkt. 80.

1 42. After the motion was filed, the parties met and conferred several times and stipulated to  
2 several continuances of the hearing on Defendant's third Motion to Compel. As a result of these  
3 requests, the Motion was set for hearing on January 25, 2024.

4 **D. Category IV: Mediation Preparation and Attendance**

5 43. Category IV covers the period from approximately September 29, 2023, through to  
6 November 20, 2023, the work during which included preparing for and attending mediation. The total  
7 time spent on work during this period was 547.75 hours (332.45 hours by HammondLaw attorneys,  
8 185.9 hours by Keller Postman attorneys, and 29.4 hours by the settlement consultant Barry Goldstein)  
9 for a total lodestar of \$512,992.25.

10 44. At the end of September, after Defendant's third Motion to Compel Arbitration was  
11 fully briefed, the parties agreed to attend mediation. After meeting and conferring, the parties agreed  
12 to attend mediation on November 20, 2023, selected Hunter Hughes, Esq. as the mediator, and agreed  
13 for Defendant to provide additional information on an informal basis.

14 45. Preparation for mediation involved many moving parts, including reviewing related  
15 cases filed after the instant case, considerations of potential new defendants (i.e. TaxAct's former  
16 parent), and new theories of liability. Class Counsel poured tremendous energy and resources into  
17 preparing for mediation. Class Counsel thoroughly evaluated TaxAct's financial status and researched  
18 and analyzed whether TaxAct's former owners bore any potential liability for TaxAct's alleged  
19 violations and their ability to pay for a settlement, as well as analyzing TaxAct's insurance policies;  
20 analyzed relevant case law; participated in dozens of video conferences and telephone calls, and  
21 exchanged emails regarding the documents and information to be informally produced by Defendant  
22 in order to ensure that Plaintiffs were able to fully assess the maximum and realistic value of each of  
23 their claims; and researched and analyzed similar settlements. Class Counsel also met and conferred  
24 with plaintiff's counsel in *Kirkham v. TaxAct, Inc.* and plaintiff's counsel in *Hartz v. TaxAct, Inc.*  
25 regarding their attendance at mediation; drafted two detailed mediation statements (a single spaced 10-  
26 page statement and a single-spaced 12-page reply), setting out key facts, arguments, and an analysis of  
27 exposure and liability, supported by close to 400 pages of evidence, including evidence produced in  
28 discovery and excerpts from Plaintiffs' depositions of TaxAct's employees; analyzed Defendant's

1 mediation statement; met with the mediator ahead of the mediation; met with co-counsel to prepare and  
2 discuss mediation strategy in preparation for the mediation session; and, attended an all-day mediation  
3 session. Plaintiffs also conferred with an expert witness.

4 46. The parties did not reach a settlement at mediation.

5 **E. Category V: Motion for Protective Order and Corrective Notice, Second Amended**  
6 **Complaint, Motion for Leave to File the Second Amended Complaint, Preparation**  
7 **for Class Certification**

8 47. This section outlines the tasks related to litigation (as opposed to the efforts expended  
9 on continued settlement discussions) performed by Class Counsel from approximately November 20,  
10 2023, through to early January 2024. The total time expended on these tasks by Class Counsel during  
11 this period was 374.25 hours (326.95 hours by HammondLaw, 46.9 hours by Keller Postman, and 0.4  
12 hours by the settlement consultant Barry Goldstein) for a total lodestar of \$310,939.25.

13 48. After mediation failed, Class Counsel immediately turned back to litigation while at the  
14 same time continuing to explore settlement through numerous discussions and conference calls with  
15 Defendant's Counsel. Between the end of November and the middle of December 2023, Class Counsel  
16 prepared a Second Amended Complaint adding Avantax, Inc., TaxAct's former parent, as a named  
17 Defendant, adding a breach of contract cause of action based on a third-party beneficiary claim, and  
18 changing the class definition to exclude those consumers who had filed individuals arbitrations;  
19 prepared and filed a Motion for Leave to file Second Amended Complaint after Defendant refused to  
20 stipulate. Defendant opposed the Motion (Dkt. 97); the parties met and conferred regarding a briefing  
21 schedule and filed a stipulation regarding the same (Dkt. 98); Class Counsel filed a reply (Dkt. 101);  
22 and the Motion was set for hearing on January 11, 2024.

23 49. In late December 2023, Counsel for Plaintiffs, as part of their continuing investigation  
24 of the case, discovered that, on or about December 22, 2023, Defendant had changed the Terms of  
25 Service applicable to customers using its website. Defendant's newly changed Terms of Service posted  
26 on its website were made effective immediately and purportedly created a legally binding contract with  
27 all persons who visited the site, and, importantly, had the potential to interfere with and/or eliminate  
28 the rights of some putative Class Members in this Action (as discussed in more detail in my declaration  
filed in support of the Motion for Preliminary Approval, Dkt. 121-1). As a result, on January 3, 2024,

1 Class Counsel prepared and filed a Motion for Protective Order and Corrective Notice (Dkt. 103),  
2 which required strategic planning, analysis of relevant case law, and drafting the Motion itself. The  
3 same day, Class Counsel drafted and filed a Motion to Shorten Time (Dkt. 104). The Court set the  
4 Motion for Protective Order and Corrective Notice for hearing on January 11, 2024 (the same day as  
5 the Motion for Leave to File the Second Amended Complaint).

6 50. While strategizing about these motions, with the class certification motion filing  
7 deadline quickly approaching on March 1, 2024, Class Counsel also continued to prepare for class  
8 certification: serving Plaintiffs' Second Set of Requests for Production, meeting and conferring with  
9 Defendant to find mutually agreeable dates to schedule the depositions of three former TaxAct  
10 employees and a 30(b)(6) deponent, and meeting and conferring regarding a class certification  
11 schedule.

12 **F. Category VI: Settlement Negotiations, MOU, Settlement Agreement, Selection of**  
13 **Notice and Settlement Administrator**

14 51. As discussed above, following mediation, Class Counsel continued to explore whether  
15 settlement was possible, and the parties ultimately agreed to settle the dispute. Between November 20,  
16 2023, and February 21, 2024, Class Counsel expended 265.05 hours (207.65 by HammondLaw  
17 attorneys, and 47.6 by Keller Postman attorneys) for a lodestar of \$245,478.25 on continued settlement  
18 negotiations, including working out with Defendant's Counsel the settlement details and finalizing and  
19 executing the MOU and the Settlement Agreement.

20 52. The continued settlement negotiations took close to two months, were intense,  
21 complicated, and involved numerous video conferences and telephone calls. The discussions involved  
22 the exchange of multiple demands and offers, and covered the strengths and weaknesses of Plaintiffs'  
23 claims, the risks both parties faced based on Defendant's pending motion to compel arbitration and  
24 Plaintiffs' pending motions for leave to amend the complaint and for corrective notice, and the possible  
25 structure of the settlement.

26 53. After reaching an agreement in principle, the parties continued to make considerable  
27 efforts over the next six weeks, with yet more video conferences, phone calls, and emails, in order to  
28 resolve the details associated with finalizing the MOU and then the Settlement, which included the



1 Notice Plan, selecting the Settlement Administrator (including obtaining bids from three prospective  
2 settlement administrators and meeting with each one (at least twice) to discuss their proposed notice  
3 and administration plan), agreeing on the Plan of Allocation, and determining the best method to  
4 provide the In-Kind Payment to Class Members.

5 54. In order to effectuate the Settlement Agreement, on February 16, 2024, Plaintiffs drafted  
6 and filed their stipulation for leave to file Plaintiffs' Second Amended Complaint, adding Matthew  
7 Hartz, the sole named plaintiff in a similar case against TaxAct, as a Named Plaintiff representing the  
8 Nationwide Class;<sup>3</sup> updating TaxAct's principal place of business address; excluding parties who may  
9 have conflicts of interest; excluding consumers who seek to arbitrate their claim against Defendant;  
10 adding a cause of action for breach of contract; adding a prayer for relief under Cal. Penal Code §§ 496  
11 and 502 *et seq.* for the violations alleged in the Eighth and Ninth causes of action; and other changes  
12 consistent with these amendments. Dkt. 114. On February 20, 2024, after the Court granted the parties'  
13 stipulation, Plaintiffs filed their Second Amended Complaint. Dkt. 117.

14 55. On February 21, 2024, the parties executed the Settlement Agreement.

15 **F. Category VII: Obtaining Preliminary Approval, Overseeing Notice Process,**  
16 **Preparing the Instant Motion**

17 56. Category VII covers work performed between February 22, 2024, and July 19, 2024.  
18 The total time expended by Class Counsel during this period was 427.90 hours (372.10 hours by  
19 HammondLaw and 54 hours by Keller Postman) for a total lodestar of \$354,573.50.

20 57. In order to obtain preliminary approval, Class counsel met and conferred with  
21 Defendant's Counsel several times regarding an extension of time to file Plaintiffs' Motion for  
22 Preliminary Approval, filed two stipulations to extend the filing deadline, drafted and filed Plaintiffs'  
23 Motion for Preliminary Approval and two supporting counsel declarations, worked with each of the  
24 five named Plaintiffs to draft their declarations, considered the letter objection submitted by the  
25 *Kirkham* plaintiff, reviewed Defendant's response to the *Kirkham* letter, and drafted and filed their

26  
27 <sup>3</sup> As discussed below, that case, *Hartz v. TaxAct, Inc.*, No. 1:23-cv-04591, was dismissed on February  
28 22, 2024, on the basis that the Settlement Agreement reached in the instant action will resolve many of  
its claims and Mr. Hartz joined this case as a named Plaintiff.

1 response to the Kirkham letter, attending the Court hearing on the Motion for Preliminary Approval,  
2 and submitted supplemental briefing requested by the Court.

3 58. Since the Court granted preliminary approval, Class Counsel has been overseeing the  
4 notice process, including reviewing and approving the case website and all notices before they were  
5 mailed, reviewing weekly reports produced by the administrator, responding to questions from the class  
6 members, and preparing the instant declaration and motion.

7 **G. Category VIII: Other Work Not Captured by the Above Categories**

8 59. Category VIII covers work that was performed throughout the case and that is not  
9 captured by any of the above categories. This work includes tasks related to preparing for and attending  
10 the initial case management conference, meeting and conferring with Defendant regarding the case  
11 schedule, the Rule 26 conference, and discussions with co-counsel related to representation, as well as  
12 time spent by non-lawyers on litigation support activities that were essential to the case but are not  
13 readily assigned to one of the above categories. The total time expended by Class Counsel on this work  
14 was 95.80 hours (82 hours by HammondLaw and 13.8 hours by Keller Postman) for a total lodestar of  
15 \$59,825.

16 **G. Anticipated Work to Obtain Final Approval and Post-Approval Work**

17 60. Class Counsel anticipates spending an additional 250 hours overseeing the notice  
18 process, responding to questions from class members, preparing the motion for final approval,  
19 including responding to any objectors, and seeing the case through to conclusion.

20 61. If the Court grants final approval of the proposed Settlement, Class Counsel's obligation  
21 to serve the Class will not end. Class Counsel will need to work with the administrator and Defendant's  
22 Counsel to ensure that the monetary benefit under the settlement is delivered to the Class Members,  
23 that the In-Kind Payment is provided in accordance with the Settlement Agreement, report to the Court  
24 on the actual redeemed value of the In-Kind Payment, respond to any inquiries from the Class Members  
25 during this period, and perform any other necessary work until the settlement is fully implemented.

26 62. Moreover, if any objectors file appeals, then Class Counsel anticipate they will spend  
27 more than 500 additional hours defending the final approval on appeal.

1 **IV. THE BENEFIT OBTAINED FOR THE CLASS**

2 63. The Settlement Agreement creates a non-reversionary cash settlement for the benefit of  
3 the Settlement Classes in the amount of \$17,450,000, which comprises a \$14,950,000 common fund  
4 plus \$2,500,000 set aside to be used towards Notice and Administration Costs with any unused  
5 remainder of that amount to be distributed to the Settlement Classes (“Qualified Settlement Fund” or  
6 “QSF,” also referred to as the “Total Cash Settlement Amount” or “TCSA”). The TCSA, less a court-  
7 approved Attorneys’ Fees and Expenses Award, court-approved Service Awards to the Settlement  
8 Class Representatives, and Notice and Administration Costs, will be allocated among Settlement Class  
9 Members who submit a valid claim form in accordance with the Plan of Allocation.

10 64. In addition to the cash component, the Settlement provides for In-Kind relief in the form  
11 of complimentary access to TaxAct® Xpert Assist to Class Members who submit a valid claim form  
12 (“Xpert Assist”). Xpert Assist is an add-on feature that TaxAct offers to its customers that provides live  
13 advice and assistance from tax experts to customers completing a tax return through TaxAct. Xpert  
14 Assist is available for all online do-it-yourself consumer Form 1040 tax filing products and is currently  
15 offered by TaxAct at a cost of \$59.99. Upon entering their Social Security number into the TaxAct  
16 platform, which occurs at the beginning of the tax return form process, Authorized Claimants will  
17 receive a pop-up alerting them to their complimentary Xpert Assist and be able to add and use Xpert  
18 Assist immediately.

19 65. Class Counsel consider the Settlement to be an outstanding result, particularly in light  
20 of the fact that no Class has been certified and a number of Plaintiffs’ claims rest on novel theories and  
21 relatively unsettled areas of law.

22 66. As discussed above, the lowest expected claims rate for this case is 5%. Based on an  
23 assumed 5% claims rate (which is consistent with the range anticipated by the Settlement  
24 Administrator), Plaintiffs estimate that the average Authorized Claimant’s gross share of the TCSF will  
25 be \$33.86, and the average Authorized Claimant’s net share will be \$18.65.

26 67. Based on a 5% claims rate, the estimated potential redeemable value of the In-Kind  
27 Payment is \$31 million, and Plaintiffs estimate there will be an actual redeemed value of \$5.8 million.  
28 This estimate is based on a 65% year-over-year customer retention rate and on the conservative

1 assumption that only 9-10% of Settlement Class Members who are returning users will take advantage  
2 of the Xpert Assist.<sup>4</sup>

3 68. The combined size of the monetary settlement and the In-Kind Payment represents an  
4 excellent result for Plaintiffs and the Settlement Classes. Plaintiffs conservatively estimate that the  
5 average net relief available to each Settlement Class Member who files a valid claim (i.e., an Authorized  
6 Claimant) will be \$78.64.

7 69. In summary, assuming a claims rate of 5%, Plaintiffs estimate that the gross share of the  
8 cash settlement fund available to each Settlement Class Member submitting a valid claim will be  
9 \$33.86, their net share of the cash settlement fund (after the payment of court-approved attorneys' fees  
10 and costs, Class Representative Service Awards, and Settlement Administration Costs) will be \$18.65,  
11 and the average total gross and net relief available to them (including in-kind relief) will total \$93.85  
12 and \$78.64, respectively.

13 70. TaxAct has also confirmed that it has agreed to stop the practices challenged by  
14 Plaintiffs by agreeing to comply with a court-filed Stipulated Consent Judgment between TaxAct and  
15 the Missouri Attorney General entered by the Circuit Court of St. Louis City, State of Missouri, on  
16 October 31, 2023.

17 **V. CONTINGENT RISK AND SKILL DISPLAYED IN NEGOTIATING SETTLEMENT**

18 **A. Contingent Risk**

19 71. Class Counsel undertook and litigated this case on a contingent fee basis, assuming a  
20 significant risk that the litigation would yield no recovery and leave us uncompensated for our many  
21 hours of work and substantial litigation expenses. Unlike attorneys who are paid on a monthly basis  
22 and have the ability to withdraw from a case if they go unpaid, Class Counsel committed to prosecuting  
23 this case despite the risk that we would neither recoup our costs nor be paid for our time. At certain  
24 times in this case, the risk of no recovery appeared likely to materialize. For example, while the Court  
25 denied Defendant's Motion to Stay, it did so without prejudice, affording Defendant the ability to  
26 support its motion to compel arbitration with additional evidence and to fill in the gaps that led to the  
27

28 <sup>4</sup> See fn. 2 above for more detail as to how the \$5.8 million figure was calculated.

1 denial. Then, a day-long mediation failed to result in a settlement, and attempts to settle the case on  
2 terms favorable to the Class did not immediately yield a settlement.

3 **B. Skill Displayed in Negotiating the Proposed Settlement and Significance of the**  
4 **Results Obtained**

5 72. Class Counsel displayed considerable skill in negotiating the proposed settlement while  
6 facing a pending motion to compel arbitration, which would likely have been granted, and after a day-  
7 long mediation session failed.

8 73. I was the primary attorney responsible for negotiating the proposed Settlement with  
9 Defendant's Counsel after mediation failed. As discussed above, Plaintiffs faced a very real risk of  
10 having their claims compelled to individual arbitrations. In addition, the case involved claims that were  
11 at least somewhat novel and based on relatively unsettled areas of law. Even if Plaintiffs prevailed on  
12 the arbitration issue, certification and recovery on the merits were far from certain. While I cannot  
13 disclose the confidential settlement negotiations, I used my extensive experience negotiating  
14 settlements, creativity, and utmost persistence to negotiate the proposed Settlement. I initiated and  
15 participated in scores of conference calls and communications with Defendant's Counsel to convince  
16 Defendant to settle on the proposed terms.

17 **C. Preclusion of Other Employment**

18 74. To meet the needs of this case, which during several phases of litigation were very great,  
19 my firm had to divert attorney time that would otherwise have been spent on the firm's other consumer  
20 or employment class actions or that would have allowed my firm to take on additional cases.

21 **VI. THE HOURS SPENT WERE REASONABLE**

22 75. As the principal of HammondLaw and lead counsel, I managed every aspect of the  
23 litigation. I determined assignments, supervised and approved pleadings, formulated case strategy in  
24 coordination with co-counsel Keller Postman, and was principally in charge of negotiating the case  
25 settlement.

26 76. In managing this case, I made every effort to litigate it efficiently by dividing tasks with  
27 co-counsel, coordinating the work of HammondLaw attorneys to avoid duplication of effort, and  
28 assigning tasks in a time and cost-efficient manner, based on timekeepers' experience and talents.

1           77.     The majority of work on the case was performed by Ms. Christina Tusan, a partner at  
2 HammondLaw, who led the litigation and discovery aspects of the case, and Mr. Adrian Barnes, Sr.  
3 Counsel, who was principally responsible for drafting major briefs in the case, including oppositions  
4 to the motions to compel, the mediation briefs, and the preliminary approval motion. Given the sheer  
5 volume of work and the short period of time in which most of the work had to be completed, Ms. Tusan  
6 and Mr. Barnes were assisted by Mr. Brandler, Mr. Cherniak, and Mr. Greenfield on an as-needed basis  
7 and with certain discrete tasks. Instances where multiple attorneys contributed to the same tasks (for  
8 example, the drafting of oppositions to motions to compel, or the drafting of the instant motion) were,  
9 in my professional judgment, necessary to ensure coordination and accuracy.

10           78.     In my professional judgment there is no question that the involvement of each of the  
11 attorneys in the case was necessary to provide adequate and effective representation to Plaintiffs in this  
12 complex, contentious and very active litigation, in which Defendant retained skilled and nationally  
13 respected attorneys from Sidley Austin LLP and Kirkland Ellis LLP, making Plaintiffs' tasks more  
14 difficult and time consuming. As the attorney managing all aspects of litigation in this case, it is also  
15 my opinion that the hours spent by Plaintiffs' Counsel were both reasonable and necessary to achieve  
16 the result obtained. Notably, the hours submitted to the Court were reviewed by Mr. Cherniak, who has  
17 exercised billing judgment to excise more than 500 hours that were actually expended but that he  
18 believed exceeded the time required for the task, or were vague, duplicative, clerical or administrative  
19 in nature.

20           **VII. CLASS COUNSEL'S EXPERIENCE AND HOURLY RATE INFORMATION**

21           **A. Hourly Rate Information**

22           79.     HammondLaw attorneys have extensive class action and complex litigation expertise.  
23 Our attorneys have consistently won unprecedented recoveries for consumers as well as employees,  
24 obtained crucial injunctive relief, caused changes in industry standards, and even caused the California  
25 Legislature to pass new legislation. Their extensive experience and expertise were instrumental in  
26 securing the excellent result in this case. HammondLaw's firm resume is attached as **Exhibit 3** hereto.  
27  
28

1 80. HammondLaw is requesting that its time on this case be compensated on a percentage-  
2 of-the-fund basis, with a lodestar-multiplier cross-check in which Plaintiffs' Counsel's fees are viewed  
3 in light of the prevailing market rates.

4 81. Each timekeeper whose time is counted as part of Class Counsel's lodestar in this case,  
5 along with the timekeeper's years of experience and billing rate, is identified on **Exhibit 2** hereto.  
6 Support for the rates charged by timekeepers at Keller Postman is provided in the concurrently filed  
7 declaration of Warren D. Postman.

8 82. Based on my knowledge of billing rates and practices and surveys and court decisions  
9 that I have reviewed, I believe that HammondLaw's hourly billing rates are consistent with the rates  
10 charged by comparable attorneys for similar class action work and complex litigation, including  
11 particular firms that regularly prosecute or defend large and complex consumer class actions and other  
12 complex litigation; and that the rates we charge are reasonable for attorneys of our experience,  
13 reputation, and expertise practicing complex and class action litigation.

14 83. HammondLaw's hourly rates and fee awards supported by then-current hourly rates and  
15 corresponding lodestars have been approved in numerous state and federal class action settlements,  
16 including by this court in *Miner, et al. v. ITT Educational Institutional Services, Inc.*, No. 3:16-04827  
17 (N.D. Cal. Mar. 19, 2021). Recent examples include *Peters v. Life Pacific University*,  
18 No. 22STCV06988 (Cal. Super. Ct. Los Angeles Cnty., Apr. 26, 2024); *Teraoka v. California Baptist*  
19 *University*, No. CVRI2201866 (Cal. Super. Ct. Los Angeles Cnty., Mar. 21, 2024); *Cathers v. Mount*  
20 *Saint Mary's University*, No. 22STCV02491 (Cal. Super. Ct. Los Angeles Cnty., Mar. 8, 2024); *Castillo*  
21 *v. Holy Names University, Inc.*, No. 22CV005286 (Cal. Super. Ct. Alameda Cnty., May 2, 2023); *Harris v.*  
22 *Southern New Hampshire University*, No. RG21109745 (Cal. Super. Ct. Alameda Cnty., May 17, 2023);  
23 *Carr v. Konica Minolta Business Solutions U.S.A., Inc.*, No. 21CV001245 (Cal. Super. Ct. Alameda Cnty.,  
24 June 27, 2023); and other examples include *Morrison v. American National Red Cross*, No. 19-cv-02855-  
25 HSG, 2021 U.S. Dist. LEXIS 4043, \*22 (N.D. Cal. Jan. 8, 2021); *Hogue v. YRC*, No. 5:16-cv-01338  
26 (C.D. Cal. June 24, 2019).

1           **B. Attorney Experience**

2           84. The following paragraphs summarize the qualifications of each HammondLaw attorney  
3 who performed work on this case. The hours billed to this case and the tasks performed by each of these  
4 attorneys (as well as attorneys at Keller Postman) are set out in **Exhibit 2** hereto, as well as in the  
5 concurrently filed Declaration of Warren D. Postman.

6           85. **Julian Hammond** has more than twenty years of experience in commercial and  
7 complex class litigation. Having been a Barrister in Australia, representing GlaxoSmithKline in the  
8 then-largest commercial litigation in Australia’s history, Mr. Hammond transitioned his practice to  
9 California in 2010 and founded his own law firm, and has since become a leading California class  
10 action attorney. Mr. Hammond has obtained over 40 class action settlements and judgments over just  
11 the past 3 years, securing over \$50 million in settlements for employees and consumers (and close to  
12 \$100 million since 2010 in more than 80 class actions). Included among these was Mr. Hammond’s  
13 success, with Ms. Brandler as second chair, securing judgment in a class action against the University  
14 of San Francisco in 2020, and his successful defense of that judgment before the Court of Appeal in  
15 2023. Also notable was a \$16.5 million settlement for approximately four million consumers against  
16 Apple in relation to its automatic renewal policies. Mr. Hammond currently represents consumers and  
17 patients in various data privacy cases, including in cases against Cerebral, Inc. for disclosing their  
18 patients’ medical information to Meta through the Pixel.

19           86. Mr. Hammond earned his bachelor’s degree from the University of New South Wales,  
20 and his J.D., *summa cum laude*, from the University of Technology. Mr. Hammond also received an  
21 LLM from New York University School of Law in 2001. Mr. Hammond’s current billable rate is \$975  
22 per hour.

23           87. **Christina Tusan** is a nationally recognized consumer protection litigator and a Partner  
24 at HammondLaw, P.C. Ms. Tusan has obtained over \$1 billion in judgments on behalf of consumers.  
25 Ms. Tusan was recently appointed co-lead counsel in a case in federal district court in a privacy case  
26 against BetterHelp. She has directly litigated and led teams of attorneys in the litigation of complex  
27 consumer protection cases at federal, state and local consumer protection agencies over the past 25  
28 years. While at the FTC for seven years, Ms. Tusan successfully led multiple complex consumer



1 protection cases resulting in judgments of over \$578 million. She received the FTC Director's Award  
2 for co-leading the FTC team that obtained a \$478 million summary judgment, which was the largest  
3 litigated judgment in an FTC matter at that time (and constituted full restitution for every dollar that  
4 defendants had collected in that case). Ms. Tusan also received the FTC Director's Award for  
5 successfully leading a large team of attorneys and staff in a case that was litigated against DeVry  
6 University and resulted in a \$100 million settlement, which was the largest litigated settlement against  
7 a for-profit university at the time. All of the \$100 million order in that judgment was for restitution that  
8 was returned to consumers either through direct payments or through loan forgiveness. While at the  
9 California Attorney General's Office, Ms. Tusan obtained judgments valued at over \$60 million, which  
10 also included strong consumer redress and preliminary and permanent injunctions. She also  
11 successfully led a large team of lawyers at the LA City Attorney's Office where she obtained judgments  
12 worth hundreds of millions of dollars. Ms. Tusan has received multiple awards for her ground-breaking  
13 work, including three awards from the FTC, the California Attorney General's Award for Excellence,  
14 the National Anti-Fraud Network's Siris Investigation of the Year Award in 2023, and the Top Verdict  
15 Award for having the second highest bench verdict (\$243,233,363) in California in 2023.

16 88. Ms. Tusan received her bachelor's degree from Stanford University in 1994, *cum laude*,  
17 and her J.D. from the University of Southern California in 1997, where she was a member of the USC  
18 Law Review and received the Warren Ferguson Social Justice Writing Award. Ms. Tusan's current  
19 billable rate is \$1,025 per hour.

20 89. **Adrian Barnes** has over 12 years of experience successfully representing consumers  
21 and employees in class-action cases. Adrian is currently pursuing litigation against a number of leading  
22 financial and healthcare companies for the unauthorized disclosure of customers' confidential financial  
23 and medical information. Adrian has represented clients before the National Labor Relations Board,  
24 the Public Employment Relations Board, and has litigated class actions to the Supreme Court. He has  
25 also obtained favorable settlements in multi-million-dollar class actions under California's wage and  
26 hour laws.

27 90. Adrian earned his law degree from Columbia Law School, where he was on the editorial  
28 board of the Columbia Law Review, was a James Kent Scholar, and received the Emil Schlesinger

1 Prize for the student most proficient in labor law. Prior to law school, Adrian earned a bachelor's degree  
2 in Rhetoric from the University of California, Berkeley, and a master's degree in English Literature  
3 from University College London. Mr. Barnes' current billable rate is \$825 per hour.

4 91. **Polina Brandler** has over 12 years of complex class action experience and a total of 15  
5 years of legal experience, having spent the first two and a half years of her career as a judicial law clerk.  
6 Ms. Brandler has a wealth of litigation experience, having litigated over 30 class actions, and worked  
7 on every stage of litigation, from case research and investigation, pleadings and motion practice, expert  
8 discovery to depositions, through to mandatory settlement conferences and mediations, and recently  
9 successfully second chaired a class action trial against the University of San Francisco. Additionally,  
10 Ms. Brandler brings her formidable briefing skills to the table, being responsible for numerous motions  
11 and oppositions, including oppositions to motions to compel arbitration, and recent appellate briefs, in  
12 which HammondLaw was successful.

13 92. Ms. Brandler received her bachelor's degree, cum laude, in 2005 from Macaulay Honors  
14 College at the City University of New York, and her J.D. from the Benjamin N. Cardozo School of  
15 Law in 2009. Ms. Brandler's current billable rate is \$795 per hour.

16 93. **Ari Cherniak** has been with HammondLaw since 2010 and has over 12 years of class  
17 action litigation experience. Mr. Cherniak assists in managing all aspects of the class action litigation  
18 at HammondLaw, including pre-filing case investigation and drafting pleadings, discovery, negotiating  
19 settlements and obtaining settlement approval, advising on compliance with applicable rules including  
20 procedural rules, local rules, standing orders, and guidelines, and ensures the smooth operation of the  
21 cases from inception through to final approval. Mr. Cherniak has been appointed along with other  
22 members of the HammondLaw Team as class counsel in over 70 class actions since 2010.

23 94. Mr. Cherniak received his bachelor's degree from Towson University in 2007, and his  
24 J.D. from Tulane University Law School in 2011. Mr. Cherniak's current billable hourly rate is \$695  
25 per hour.

26 95. **Steven Greenfield** earned his bachelor's degree from Yeshiva University in 1996,  
27 where he was valedictorian from the Sy Syms School of Business, his J.D. from the University of  
28 Pennsylvania Law School in 1999, an LLM in taxation from the New York University School of Law

1 in 2002, and an MBA from Columbia University in 2007. Mr. Greenfield has over seven years of legal  
 2 experience, and over 20 years of professional experience. Mr. Greenfield has particular expertise in  
 3 analyzing corporate structures, agreements (such as sales agreements), liability related to company  
 4 sales, and insurance policies. Mr. Greenfield’s current billable hourly rate is \$575 per hour.

5 96. The background and experience of Keller Postman attorneys is set out in the  
 6 concurrently filed Declaration of Warren D. Postman.

7 **VIII. CLASS COUNSEL’S EXPENSES**

8 97. Class Counsel have incurred \$57,558.36 in litigation expenses in this litigation to date  
 9 in connection with the prosecution of this case. Class Counsel incurred these expenses knowing that  
 10 they may never be reimbursed for them, and that any potential reimbursement could take many years.

11 98. The following is a summary of these expenses, identified by the category of expense  
 12 and the amount incurred:

Category	Total Amount
Court Fees (state court)	\$551.61
Witness location costs	\$3,543.46
Consulting expert fees	\$26,837.50
Mediation fee	\$10,000.00 <sup>5</sup>
Document Management	\$3,000
Deposition Costs; Transcript Fees	\$9,298.61
Travel (air/ground and lodging)	\$2,656.10
Research (Pacer, Lexis/Westlaw)	\$1,671.08
<b>Grand Total</b>	<b>\$57,558.36</b>

20  
 21  
 22 I declare under penalty of perjury under the laws of the United States of America that the  
 23 foregoing is true and correct. Executed on July 29, 2024.

24 */s/ Julian Hammond*  
 25 Julian Hammond

26  
 27 <sup>5</sup> Half of the mediation fee (i.e. \$5,000 of the \$10,000) was incurred by Keller Postman.  
 28

# **EXHIBIT 1**

Table: Time and Fees by Category

Category	HammondLaw		Keller Postman		Barry Goldstein		Total	
	Time Spent	Fee	Time Spent	Fee	Time Spent	Fee	Time Spent	Fee
Category I - Complaint	149.30	\$ 123,238.50					149.30	\$ 123,238.50
Category I - Motion to Stay	237.30	\$ 211,013.50					237.30	\$ 211,013.50
Category II - Deposition	126.10	\$ 118,776.50					126.10	\$ 118,776.50
Category II - Deposition Travel	11.00	\$ 11,275.00					11.00	\$ 11,275.00
Category II - Rule 26 Disclosures	5.90	\$ 4,885.50					5.90	\$ 4,885.50
Category II - Research and Analysis	117.80	\$ 67,763.75					117.80	\$ 67,763.75
Category II - Subpoenas	19.45	\$ 17,514.25					19.45	\$ 17,514.25
Category II - Written Discovery	148.60	\$ 127,615.00					148.60	\$ 127,615.00
Category III - First Amended Complaint	119.12	\$ 111,350.00					119.12	\$ 111,350.00
Category III - Motion to Compel	55.30	\$ 46,883.50					55.30	\$ 46,883.50
Category III - Second Motion to Compel	268.95	\$ 239,775.75	14.5	\$ 18,125.00			283.45	\$ 257,900.75
Category IV - Mediation	299.45	\$ 273,614.75	168.8	\$ 158,552.50	20.4	\$ 24,990.00	488.65	\$ 457,157.25
Category IV - Mediation Attendance	33.00	\$ 28,035.00	17.1	\$ 16,775.00	9	\$ 11,025.00	59.10	\$ 55,835.00
Category V - Corrective Notice	172.60	\$ 143,183.00	8	\$ 7,527.50	0.4	\$ 490.00	181.00	\$ 151,200.50
Category V - Class Certification	30.60	\$ 25,901.00	3	\$ 3,002.50			33.60	\$ 28,903.50
Category V - Second Amended Complaint	123.75	\$ 101,197.75	35.9	\$ 29,637.50			159.65	\$ 130,835.25
Category VI - Class Notice	57.20	\$ 44,497.50	2.9	\$ 2,605.00			60.10	\$ 47,102.50
Category VI - Settlement	150.45	\$ 135,958.25	44.7	\$ 50,412.50	9.8	\$ 12,005.00	204.95	\$ 198,375.75
Category VII - Class Communication	31.60	\$ 27,894.25	2.3	\$ 2,875.00			33.90	\$ 30,769.25
Category VII - Preliminary Approval	256.10	\$ 211,980.25	51.3	\$ 42,735.00	1.8	\$ 2,205.00	309.20	\$ 256,920.25
Category VII - Fees Brief	84.40	\$ 66,384.00	0.4	\$ 500.00			84.80	\$ 66,884.00
Category VIII - Scheduling Conference	40.90	\$ 34,650.50					40.90	\$ 34,650.50
Category VIII - Litigation Support	41.1	\$ 20,344.50	13.8	\$ 4,830.00			54.90	\$ 25,174.50
	<b>2,579.97</b>	<b>\$ 2,193,732.00</b>	<b>362.7</b>	<b>\$ 337,577.50</b>	<b>41.4</b>	<b>\$ 50,715.00</b>	<b>2984.07</b>	<b>\$ 2,582,024.50</b>

# **EXHIBIT 2**

**Table: Time and Fees by Timekeeper**

<u>Attorney</u>	<u>Firm</u>	<u>Title</u>	<u>Year of Admission</u>	<u>Years of Practice</u>	<u>Rate</u>	<u>Hours</u>	<u>Lodestar</u>
Julian Hammond	HammondLaw	Principal	2000	24.00	\$ 975.00	423.50	\$ 412,912.50
Christina Tusan	HammondLaw	Partner	1997	27.00	\$ 1,025.00	628.90	\$ 644,622.50
Adrian Barnes	HammondLaw	Senior Counsel	2007	17.00	\$ 825.00	651.90	\$ 537,817.50
Polina Brandler	HammondLaw	Counsel	2010	14.00	\$ 795.00	346.00	\$ 275,070.00
Ari Cherniak	HammondLaw	Associate	2011	13.00	\$ 695.00	183.50	\$ 127,532.50
Steven Greenfield	HammondLaw	Attorney	2000	7.00	\$ 575.00	305.10	\$ 175,432.50
Allen Abraham	HammondLaw	Litigation Support	n/a		\$ 495.00	41.10	\$ 20,344.50
Albert Pak	Keller Postman	Partner	2017	7.00	\$ 1,250.00	160.80	\$ 201,000.00
Ethan Ames	Keller Postman	Junior Associate	2021	3.00	\$ 675.00	143.70	\$ 96,997.50
Warren Postman	Keller Postman	Managing Partner	2010	14.00	\$ 1,500.00	3.20	\$ 4,800.00
Rosanne Romano	Keller Postman	Senior Associate	2015	9.00	\$ 850.00	24.30	\$ 20,655.00
Melinda Maxson	Keller Postman	Attorney	1998	36	\$ 550.00	16.9	\$ 9,295.00
Jed Birmingham	Keller Postman	Senior Paralegal	n/a	n/a	\$ 350.00	13.8	\$ 4,830.00
Barry Goldstein		Consultant	1989	35.00	\$ 1,225.00	41.40	\$ 50,715.00
<b>TOTAL</b>						<b>2984.10</b>	<b>\$ 2,582,024.50</b>

# **EXHIBIT 3**



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**Approved California Wage and Hour Cases**

- ***Pahl et al. v Colorado Technical Institute, et al.***, Case No. 34-2022-00322588 (Sacramento County Superior Court) (June 28, 2024) (certifying HammondLaw as class counsel for \$900,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 201-203, 2802, and WARN Act claims on behalf of 246 adjunct instructors; and Labor Code § 2802 claims on behalf of 180 remote workers);
- ***Peters v Life Pacific University***, Case No. 22STCV06988 (Los Angeles County Superior Court) (April 26, 2024) (certifying HammondLaw as class counsel for \$138,000 settlement of Labor Code §§ 1194, 226.2, 226.7, 201-203, and 2802 claims on behalf of 61 adjunct instructors and Labor Code § 2802 claims on behalf of 137 remote workers);
- ***Teraoka v California Baptist University***, Case No. CVRI2201866 (Riverside County Superior Court) (March 21, 2024) (certifying HammondLaw as class counsel for \$99,000 settlement of Title IX claims on behalf of 361 male student athletes)
- ***Cathers v Mount Saint Mary's University***, Case No. 22STCV02491 (Los Angeles County Superior Court) (March 8, 2024) (certifying HammondLaw as co-class counsel for \$1,110,000 settlement of Labor Code § 1194, 226.2, 226.7, 226(a), 201-203, and 2802 claims on behalf of 690 adjunct instructors)
- ***Foster v Embry Riddle Aeronautical University***, Case No. CVRI2202995 (Riverside County Superior Court) (February 2, 2024) (certifying HammondLaw as co-class counsel for \$559,482 settlement of Labor Code § 1194, 226.2, 226.7, 226(a), 201-203, 1400, and 2802 claims on behalf of 123 part-time instructors)
- ***Serna v Gurnick Academy of Medical Arts***, Case No. 22-CIV01185 (San Mateo County Superior Court) (January 18, 2024) (Labor Code § 2699 et seq. representative action settlement for \$545,000 for violation of Labor Code §§ 201-203, 226(a), 226.7, 246, 510, 512, 558, 1194, and 2802 on behalf of 884 employees);
- ***Lundgren v Otis College of Art and Design***, Case No. 22STCV14633 (Los Angeles County Superior Court) (January 2, 2024) (certifying HammondLaw as class counsel for \$990,000 settlement of Labor Code §§ 1194, 226.2, 226.7, 226(a), 201-203, and 2802 claims on behalf of 606 adjunct instructors and Labor Code § 2802 claims on behalf of 335 remote workers);
- ***Knapp et al. v Pepperdine University***, Case No. 22STCV16736 (Los Angeles County Superior Court) (December 6, 2023) (certifying HammondLaw as class counsel for \$407,000 settlement of Labor Code § 2802 claims on behalf of 1,497 adjunct instructors);
- ***Meyer et al v Visa Inc. et al.***, Case No. CGC-21-593058 (San Francisco County Superior Court) (November 17, 2023) (certifying HammondLaw as class counsel for \$2,700,000 settlement of Labor Code § 2802 and 432.5 claims on behalf of 4,973 employees);
- ***Davila v Concentrix Solutions Corporation et al***, Case No. RG20079700 (Alameda County Superior Court) (November 17, 2023) (certifying HammondLaw

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as class counsel for \$385,000 settlement of Labor Code § 2802 claims on behalf of 262 employees);

- ***Dominguez, et al. v. All-Pro Bail Bonds, Inc., et al***, Case No. 21CV381890 (Santa Clara County Superior Court) (September 21, 2023) (certifying HammondLaw as Class Counsel for \$2,300,000 settlement of Civil Code § 1799.91 claims on behalf of 33,792 non-spousal co-signers of All Pro bail bond premium financing agreements);
- ***Pasno et al v Hibu, Inc.***, Case No. 22STCV01361 (Los Angeles County Superior Court) (September 27, 2023) (certifying HammondLaw as class counsel for \$140,000 settlement of Labor Code §§ 1194, 510, 226(a), 201-203, and 2802 claims on behalf of 141 sales representatives);
- ***Jackson v University of Redlands***, Case No. CIVSB2133143 (San Bernardino County Superior Court) (September 18, 2023) (certifying HammondLaw as class counsel for \$700,000 settlement of Labor Code §§ 1194 and 226(a) claims on behalf of 310 adjunct instructors and Labor Code § 2802 claims on behalf of 1,100 employees);
- ***Martinez v Knight Transportation***, Case No. 1:16-cv-01730-SKO (E.D. Cal.) (September 11, 2023) (finally approving \$400,000 settlement of Labor Code §§ 1194, 226.2, 226.7, 203, and 2802 claims on behalf of 5,648 truck drivers);
- ***Brandmeier v Columbia Southern University***, Case No. 22CV013638 (Alameda County Superior Court) (August 28, 2023) (certifying HammondLaw as class counsel for \$320,000 settlement of Labor Code §§ 201-203, 226(a)-(e), 226.2, 226.7, 1194, 510, 2802, and 2699 claims on behalf of 51 instructors);
- ***Angelina Harrold v California Family Health LLC dba California Family Fitness***, Case No. 34-2022-00323409 (Sacramento County Superior Court) (August 17, 2023) (Labor Code § 2699 et seq. representative action settlement for \$223,000 for violation of Labor Code §§ 1194, 510, 226.7, 512, 226(a), 201-203, and 2802 on behalf of 374 fitness instructors);
- ***Carr et al v Konica Minolta Business Solutions U.S.A., Inc.***, Case No. 21CV001245 (Alameda County Superior Court) (June 27, 2023) (certifying HammondLaw as class counsel for \$1,247,907.53 settlement of Labor Code §§ 1194, 226(a), 226.7, 510, and 201-203 claims on behalf of 269 sales representatives and Labor Code § 2802 claims on behalf of 890 other employees);
- ***Costa v. University of Antelope Valley***, Case No. 21STCV18531 (Los Angeles County Superior Court) (May 17, 2023) (Labor Code § 2699 et seq. representative action settlement for \$156,232.78 for violation of Labor Code §§ 1194, 226(a), 226.2, 226.7, 510, 512, 203, and 2802 on behalf of 55 instructors and Labor Code § 2802 claims on behalf of 54 other employees);
- ***Harris v Southern New Hampshire University***, Case No. RG21109745 (Alameda County Superior Court) (May 12, 2023) (certifying HammondLaw as co-class counsel for \$1,475,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 510 512, 201-203, and 2802 claims on behalf of 480 adjunct instructors);
- ***Castillo v Holy Names University***, Case No. HG21097245 (Alameda County Superior Court) (May 2, 2023) (certifying HammondLaw as class counsel for \$970,701.38 settlement of Labor Code §§ 226(a), 226.2, 226.7, 512, 1194, 201-203, and 2802 claims on behalf of 454 part-time instructors; Labor Code § 2802

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claims on behalf of 563 other employees who worked remotely; and Labor Code § 226(a) claims on behalf of 682 employees who received inaccurate wage statements);

- ***Marantz v Laguna College of Art and Design***, Case No. 30-2021-01194814-CU-OE-CXC (Orange County Superior Court) (April 21, 2023) (certifying HammondLaw as class counsel for \$825,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512, 201-203, and 2802 claims on behalf of 295 adjunct instructors; and Labor Code § 2802 claims on behalf of 191 other employees);
- ***Glor v iHeart Media + Entertainment***, Case No. 22CV005286 (Alameda County Superior Court) (February 14, 2023) (certifying HammondLaw as class counsel for \$1,220,000 settlement of Labor Code §§ 226(a), 510, 1194, and 201-203 claims on behalf of 206 account executives and Labor Code § 2802 claims on behalf of 1,154 other employees);
- ***Cassidy v Keyence Corporation of America***, Case No. 21CV382350 (Santa Clara County Superior Court) (February 8, 2023) (Labor Code § 2699 et seq. representative action settlement for \$300,000 for violation of Labor Code §§ 226(a), 512, 203, and 2802 on behalf of 151 sales representatives and Labor Code § 2802 claims on behalf of 18 other employees);
- ***Burleigh v. Brandman University***, Case No. 30-2020-01172801-CU-OE-CXC (Orange County Superior Court) (January 27, 2023) (certifying HammondLaw as class counsel for \$1,550,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512, 201-203, claims on behalf of 1,757 adjunct instructors and Labor Code § 2802 claims on behalf of 555 other employees);
- ***Burleigh v. Walden University LLC and Laureate Education, Inc.***, Case No. RG21106062 (Alameda County Superior Court) (December 9, 2022) (certifying HammondLaw as co-class counsel for \$815,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, 2802, and 2699, claims on behalf of 244 adjunct instructors);
- ***Burleigh v. National University***, Case No. MSC21-00939 (Contra Costa County Superior Court) (August 26, 2022) (certifying HammondLaw as co-class counsel for \$925,000 settlement of Labor Code § 2802 claim on behalf of 1,802 instructors);
- ***Parson v. La Sierra University***, Case No. CVRI2000104 (Riverside County Superior Court) (May 19, 2022) (certifying HammondLaw as class counsel for \$578,220 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, claims on behalf of 381 adjunct instructors and Labor Code § 2802 claims on behalf of 739 other employees);
- ***Chindamo v. Chapman University***, Case No. 30-2020-01147814-CU-OE-CXC (Orange County Superior Court) (April 15, 2022) (certifying HammondLaw as co-class counsel for \$1,150,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, claims on behalf of 1,374 adjunct instructors and Labor Code § 2802 claims on behalf of 4,120 other employees);
- ***Sweetland-Gil v. University of the Pacific***, Case No. STK-CV-UOE-2019-0014682 (San Joaquin County Superior Court) (March 4, 2022) (certifying

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HammondLaw as class counsel for \$1,800,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,100 adjunct instructors);

- ***Senese v. University of San Diego***, Case No. 37-2019-00047124-CU-OE-CTL (San Diego County Superior Court) (February 8, 2022) (certifying HammondLaw as co-class counsel for \$3,892,750 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 2,071 adjunct instructors);
- ***Solis et al. v Concordia University Irvine***, Case No. 30-2019-01114998-CU-OE-CXC (Orange County Superior Court) (February 3, 2022) (certifying HammondLaw as class counsel for \$890,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, and 2802 claims on behalf of 778 adjunct instructors);
- ***McCoy et v Legacy Education LLC***, Case No. 19STCV2792 (Los Angeles County Superior Court) (November 15, 2021) (Labor Code § 2698 et seq. representative action settlement for \$76,000 for violation of Labor Code §§ 1194, 226(a), 226.7, 512, 203, and 2802 on behalf of 31 instructors);
- ***Merlan v Alliant International University***, Case No. 37-2019-00064053-CU- OE-CTL (San Diego County Superior Court) (November 2, 2021) (certifying HammondLaw as co-class counsel for \$711,500 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 803 adjunct instructors);
- ***Stupar et al. v University of La Verne***, Case No. 19STCV33363 (Los Angeles County Superior Court) (October 14, 2021) (certifying HammondLaw as class counsel for \$2,450,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512, and 203 claims on behalf of 1,364 adjunct instructors);
- ***Normand et al. v Loyola Marymount University***, Case No. 19STCV17953 (Los Angeles County Superior Court) (September 9, 2021) (certifying HammondLaw as class counsel for \$3,400,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,655 adjunct instructors);
- ***Veal v Point Loma Nazarene University***, Case No. 37-2019-00064165-CU-OE-CTL (San Diego County Superior Court) (August 27, 2021) (certifying HammondLaw as class counsel for \$711,500 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 670 adjunct instructors);
- ***Pillow et al. v Pepperdine University***, Case No. 19STCV33162 (Los Angeles County Superior Court) (July 28, 2021) (certifying HammondLaw as class counsel for \$940,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,547 adjunct instructors);
- ***Moore et al v Notre Dame De Namur University***, Case No. 19-CIV-04765 (San Mateo County Superior Court) (July 1, 2021) (certifying HammondLaw as class counsel for \$882,880 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 397 adjunct instructors);
- ***Mooiman et al. v Saint Mary's College of California***, Case No. C19-02092 (Contra Costa County Superior Court) (June 10, 2021) (certifying HammondLaw as class counsel for \$1,700,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 760 adjunct instructors and Labor Code Code § 226(a) claim on behalf of 2,212 other employees);
- ***Peng v The President and Board of Trustees of Santa Clara College***, Case No. 19CV348190 (Santa Clara County Superior Court) (April 21, 2021) (certifying HammondLaw as class counsel for \$1,900,000 settlement of Labor Code §§ 1194,

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226(a), 226.2, 226.7, and 203 claims on behalf of 1,017 adjunct instructors and Labor Code Code § 226(a) claim on behalf of 5,102 other employees);

- ***Morse v Fresno Pacific University***, Case No. 19-CV-04350 (Merced County Superior Court) (April 6, 2021) (certifying HammondLaw as class counsel for \$1,534,725 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512 and 203 claims on behalf of 861 adjunct instructors);
- ***Miner, et al. v. ITT Educational Services, Inc.***, Case No. 3:16-cv-04827-VC (N.D. Cal.) (March 19, 2021) (certifying HammondLaw as class counsel for \$5.2 million settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512 and 2802 claims on behalf of 1,154 adjunct instructors);
- ***Harris-Foster v. University of Phoenix***, Case No. RG19019028 (Alameda County Superior Court) (March 17, 2021) (certifying HammondLaw as class counsel for \$2,863,106 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 2802 putative class action on behalf of 3,447 adjunct instructors);
- ***Granberry v. Azusa Pacific University***, Case No. 19STCV28949 (Los Angeles County Superior Court) (March 5, 2021) (certifying HammondLaw as class counsel for \$1,112,100 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 2802 claims on behalf of 1,962 adjunct instructors);
- ***Ott v. California Baptist University***, Case No. RIC1904830 (Riverside County Superior Court) (January 26, 2021) (certifying HammondLaw as co-class counsel for \$700,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 512 claims on behalf of 958 adjunct instructors);
- ***Pereltsvaig v. Cartus Corporation***, Case No. 19CV348335 (Santa Clara County Superior Court) (January 13, 2021) (certifying HammondLaw as class counsel in \$300,000 settlement of Labor Code §§ 226.8(a), 1194, 226(a), 226.7, 510, 512, and 2802 claims on behalf of 126 instructors);
- ***Morrison v. American National Red Cross***, Case No. 19-cv-02855-HSG (N.D. Cal.) (January 8, 2021) (certifying HammondLaw as class counsel in a \$377,000 Settlement of Labor Code §§ 1194, 226(a), 226.7, 510, 512 and 2802 claims on behalf of 377 instructors who taught training courses);
- ***Brown v. Cernx***, Case No. JCCP004971 (Alameda County Superior Court) (July 14, 2020) (certifying HammondLaw as co-class counsel in \$350,000 settlement of Labor Code §§ 1194, 226, 226.7, 510, 512, and 2802 claims on behalf of 309 amazon couriers);
- ***Stempien v. DeVry University***, Case No. RG19002623 (Alameda County Superior Court) (June 30, 2020) (certifying HammondLaw as class counsel for \$1,364,880 settlement Labor Code §§ 1194, 226, 226.2, 226.7, and 2802 claims on behalf of 498 adjunct instructors);
- ***McCoy v. Concorde.***, Case No. 30-2017-00936359-CU-OE-CXC (Orange County Superior Court.) (July 2, 2019) (certifying HammondLaw as class counsel for \$2,500,000 settlement of Labor Code §§ 1194, 226, 226.7, and 512 putative claims on behalf of 636 adjunct instructors);
- ***Hogue v. YRC***, Case No. 5:16-cv-01338 (C.D. Cal.) (June 24, 2019) (certifying HammondLaw as co-class counsel for \$700,000 settlement of Labor Code §§ 1194, 226.2, 226.7, and 2802 claims on behalf of 225 truck drivers);<sup>[17]</sup><sub>[SEP]</sub>

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- ***Sands v. Gold's Gym***, Case No. BC660124 (Los Angeles Alameda County Superior Court)(March 20, 2019) (Labor Code § 2698 *et seq.* representative action settlement for \$125,000 for violation of Labor Code § 1194, 2802 and 246 *et seq.* claims on behalf of 106 fitness instructors);
- ***Garcia v. CSU Fullerton.***, Case No. 30-2017-00912195-CU-OE-CXC (Orange County Superior Court) (February 15, 2019) (certifying HammondLaw as class counsel for \$330,000 settlement of Labor Code §§ 1194, 226, 226.7, and 512 claims on behalf of 127 adjunct instructors);
- ***Pereltsvaig v. Stanford***, Case No. 17-CV-311521 (Santa Clara County Superior Court) (January 4, 2019) (certifying HammondLaw as class counsel for \$886,890 settlement of Labor Code §§ 1194, 226, 226.7, 512, 2802 and 2699 claims on behalf of 398 adjunct instructors);
- ***Moss et al. v. USF Reddaway, Inc.***, Case No. 5:15-cv-01541 (C.D. Cal.) (July 25, 2018) (certifying HammondLaw as co-class counsel for \$2,950,000 settlement of Labor Code §§ 1194, 226, 226.7, and 201-203 claims on behalf of 538 truck drivers);
- ***Beckman v. YMCA of Greater Long***, Case No. BC655840 (Los Angeles County Superior Court) (June 26, 2018) (Labor Code § 2698 *et seq.* representative action settlement for \$92,500 for violation of Labor Code § 1194 and 226(a) claims on behalf of 101 fitness instructors);
- ***Maldonado v. Heavy Weight Transport, Inc.***, Case No. 2:16-cv-08838 (C.D. Cal.) (December 11, 2017) (certifying HammondLaw as co-class counsel for \$340,000 settlement of Labor Code §§ 1194, 226, 226.2, 226.7, 226, 201-203, and 2699 claims on behalf of 160 truck drivers);
- ***Hillman v. Kaplan***, Case No. 34-2017-00208078 (Sacramento County Superior Court) (December 7, 2017) (certifying HammondLaw as class counsel for \$1,500,000 settlement of Labor Code §§ 1194, 226, 226.7, 201-203 and 2802 claims on behalf of 506 instructors);
- ***Bender et al. v. Mr. Copy, Inc.***, Case No. 30-2015-00824068-CU-OE-CXC (Orange County Superior Court) (October 13, 2017) (certifying HammondLaw as co-class counsel for \$695,000 settlement of Labor Code §2802 claims on behalf of approximately 250 outside sales representatives);
- ***Rios v. SoCal Office Technologies***, Case No. CIVDS1703071 (San Bernardino County Superior Court) (September 6, 2017) (certifying HammondLaw as co-class counsel for \$495,000 settlement of Labor Code §2802 claims on behalf of approximately 180 outside sales representatives);
- ***Russell v. Young's Commercial Transfer, Inc.***, Case No. PCU265656 (Tulare County Superior Court) (June 19, 2017) (certifying HammondLaw as co-class counsel for \$561,304 settlement of Labor Code §§ 1194, 226, 226.2, and 201-203 claims on behalf of 962 truck drivers);
- ***Keyes v. Valley Farm Transport, Inc.***, Case No. FCS046361 (Solano County Superior Court) (May 23, 2017) (certifying HammondLaw as co-class counsel for \$497,000 settlement of Labor Code § 226, 1194, 512 and 2698 *et seq.* claims on behalf of 316 truck drivers);

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- ***Numi v. Interstate Distributor Co.***, Case No. RG15778541 (Alameda County Superior Court ) (March 6, 2017) (certifying HammondLaw as co-class counsel for \$1,300,000 settlement of Labor Code §§ 1194, 226.2 and 2802 claims on behalf of approximately 1,000 truck drivers);
- ***Keyes v. Vitek, Inc.***, Case No. 2016-00189609 (Sacramento County Superior Court) (February 17, 2017) (\$102,000 settlement of PAGA representative action for violation of Labor Code § 226.8 on behalf of 90 truck drivers);
- ***Martinez v. Estes West dba G.I. Trucking, Inc.***, Case. BC587052 (Los Angeles County Superior Court) (April 4, 2017) (certifying HammondLaw as co-class counsel for \$425,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 156 truck drivers);
- ***Sansinena v. Gazelle Transport Inc.***, Case No. S1500-CV- No 283400 (Kern County Superior Court) (December 8, 2016) (certifying HammondLaw as co-class counsel for \$264,966 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 314 truck drivers);
- ***Cruz v. Blackbelt Enterprises, Inc.***, Case No. 39-2015-00327914-CU-OE-STK (San Joaquin County Superior Court) (September 22, 2016) (certifying HammondLaw as co-class counsel for \$250,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 79 truck drivers);
- ***Araiza et al. v. The Scotts Company, L.L.C.***, Case No. BC570350 (Los Angeles County Superior Court) (September 19, 2016) (certifying HammondLaw as co-class counsel for \$925,000 settlement of Labor Code §226, 510, 512 and 2802 claims on behalf of approximately 570 merchandisers; and Labor Code 226(a) claims on behalf of approximately 120 other employees);
- ***Dixon v. Hearst Television, Inc.***, Case No. 15CV000127 (Monterey County Superior Court) (September 15, 2016) (certifying HammondLaw as class counsel for a \$432,000 settlement of Labor Code § 2802 claims on behalf of approximately 55 outside sales representatives);
- ***Garcia et al. v. Zoom Imaging Solutions, Inc.*** SCV0035770 (Placer County Superior Court) (September 8, 2016) (certifying HammondLaw as co-class counsel for \$750,000 settlement of Labor Code § 510, 512, 1194 and 2802 claims on behalf of approximately 160 sales representatives and service technicians);
- ***O'Beirne et al. v. Copier Source, Inc. dba Image Source***, Case No. 30-2015-00801066-CU-OE-CXC (Orange County Superior Court) (September 8, 2016) (certifying HammondLaw as co-class counsel for \$393,300 settlement of Labor Code § 2802 claims on behalf of approximately 132 outside sales representatives);
- ***Mead v. Pan-Pacific Petroleum Company, Inc.***, Case No. BC555887 (Los Angeles County Superior Court) (August 30, 2016) (certifying HammondLaw as co-class counsel for \$450,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 172 truck drivers);
- ***Lange v. Ricoh Americas Corporation***, Case No. RG136812710 (Alameda County Superior Court) (August 5, 2016) (certifying HammondLaw as co-class counsel for \$1,887,060 settlement of Labor Code § 2802 claims on behalf of approximately 550 sales representatives);

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- ***Alcazar v. US Foods, Inc. dba US Foodservice***, Case No. BC567664 (Los Angeles County Superior Court) (March 18, 2016) (certifying HammondLaw as co-class counsel for a \$475,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 634 truck drivers);
- ***Harris v. Toyota Logistics***, Case No. C 15-00217 (Contra Costa County Superior Court) (February 9, 2016) (certifying HammondLaw as co-class counsel for \$550,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims reached on behalf of approximately truck 125 drivers);
- ***Albanez v. Premium Retail Services Inc.***, Case No. RG1577982 (Alameda County Superior Court) (January 29, 2016) (Private Attorney General Act Settlement for \$275,000 on behalf of approximately 38 employees);
- ***Garcia et al v. Sysco Los Angeles, et al.***, Case No. BC560274 (Los Angeles County Superior Court) (November 12, 2015) (certifying HammondLaw as co-class counsel for a \$325,000 settlement on behalf of approximately 500 truck drivers);
- ***Cooper et al. v. Savage Services Corporation, Inc.***, Case No. BC578990 (Los Angeles County Superior Court) (October 19, 2015)(certifying HammondLaw as co-class counsel for \$295,000 settlement on behalf of approximately 115 truck drivers);
- ***Gallardo et al. v. Canon Solutions America, Inc.***, Case No. CIVDSS1500375 (San Bernardino County Superior Court) (August 5, 2015) (certifying HammondLaw as co-class counsel for \$750,000 settlement of Labor Code § 2802 claims on behalf for approximately 320 outside sales representatives);
- ***Glover v. 20/20 Companies, Inc.***, Case No. RG14748879 (Alameda County Superior Court) (August 3, 2015) (Private Attorney General Act Settlement for \$475,000 on behalf of approximately 273 independent contractors);
- ***Mayton et al v. Konica Minolta Business Solutions USA, Inc.***, Case No. RG12657116 (Alameda County Superior Court) (June 22, 2015) (certifying HammondLaw as co-class counsel for \$1,225,000 settlement of Labor Code § 2802 claims on behalf for approximately 620 outside sales representatives);
- ***Garza, et al. v. Regal Wine Company, Inc. & Regal III, LLC***, Case No. RG12657199 (Alameda County Superior Court) (February 21, 2014) (certifying HammondLaw as class counsel for \$1.7 million settlement on behalf of approximately 317 employees);
- ***Moy, et al. v. Young's Market Co., Inc.***, Case No. 30-2011-00467109- CU-OE-CXC (Orange County Superior Court) (November 8, 2013) (certifying HammondLaw as co-class counsel for \$2.3 million settlement of Labor Code § 2802 claims on behalf of approximately 575 sales representatives);
- ***Gagner v. Southern Wine & Spirits of America, Inc.***, Case No. 3:10-cv-10-04405 JSW (N.D. Cal.) (December 11, 2012) (certifying HammondLaw as co-class counsel for \$3.5 million settlement of Labor Code § 2802 claims reached on behalf of approximately 870 sales representatives);
- ***Downs, et al. v. US Foods, Inc. dba US Foodservice***, Case No. 3:10-cv-02163 EMC (N.D. Cal.) (September 12, 2012) (certifying HammondLaw as co-



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class counsel for \$3 million settlement of Labor Code § 2802 claims reached on behalf of approximately 950 truck drivers)

**Approved California Consumer Cases**

- ***Rodriguez v River City Bank***, Case No. 1-13-cv-257676 (Sacramento County Superior Court) (October 26, 2022) (approving \$140,000 settlement of Cal. Bus. Prof. Code §§ 17200, Civil Code § 1798.80 and 1798.100 claims on behalf of 16,417 River City Bank customers);
- ***Siciliano et al. v. Apple***, Case No. 1-13-cv-257676 (Santa Clara County Superior Court) (November 2, 2018) (approving \$16,500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 3.9 million California subscribers to Apple InApp subscriptions);
- ***In re Ashley Madison Customer Data Security Breach Litigation***, Case No. 4:15-cv- 02669 JAR (E.D. Mis.) (November 20, 2017) (HammondLaw appointed to the executive committee in \$11.2 million settlement on behalf of 39 million subscribers to ashleymadison.com whose information was compromised in the Ashley Madison data breach);
- ***Gargir v. SeaWorld Inc.***, Case No. 37-2015-00008175-CU-MC-CTL (San Diego County Superior Court) (October 21, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims class action on behalf of 88,000 subscribers to SeaWorld’s annual park passes);
- ***Davis v. Birchbox, Inc.***, Case No. 3:15-cv-00498-BEN-BGS (S.D. Cal.) (October 14, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$1,572,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 149,000 subscribers to Birchbox’s memberships);<sup>[1]</sup><sup>[SEP]</sup>
- ***Goldman v. LifeLock, Inc.*** Case No. 1-15-cv-276235 (Santa Clara County Superior Court) (February 5, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$2,500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 300,000 California subscribers to Lifelock’s identity protection programs); and