

BLOOD HURST & O' REARDON, LLP

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12 Attorneys for Plaintiff

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

15 KATHLEEN SONNER on Behalf of
16 Herself and All Others Similarly
17 Situated,

17 Plaintiff,

18 v.

19 SCHWABE NORTH AMERICA, INC.
20 and NATURE'S WAY PRODUCTS,
21 LLC,

21 Defendants.

Case No. 5:15-cv-01358-VAP (SPx)

CLASS ACTION

**DECLARATION OF PAULA R
BROWN IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
REQUEST FOR AWARD OF
ATTORNEYS' FEES AND
EXPENSES**

Date: January 25, 2021
Time: 2:00 p.m.

USDJ: Virginia A. Phillips
Courtroom: 8A, 8th Fl., 1st Street-LA
USMJ: Sheri Pym
Courtroom: 3 or 4, 3rd Fl., R'side

Date Filed: July 7, 2015

DEMAND FOR JURY TRIAL

27
28

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1 I, PAULA R. BROWN, declare as follows:

2 1. I am an attorney licensed to practice before all courts of the State of
3 California and am admitted to practice in this Court. I am a partner at Blood Hurst &
4 O'Reardon, LLP and one of the counsel of record for Plaintiff. I have personal
5 knowledge of the matters stated herein and, if called upon, I could and would
6 competently testify thereto. I submit this declaration in support of Plaintiff's Motion
7 for Final Approval of Class Action Settlement and Request for Award of Attorneys'
8 Fees and Expenses.

9 2. I previously submitted a declaration in support of Plaintiff's motion for
10 preliminary approval where I described the history of this litigation. Rather than
11 repeat it here, I incorporate that discussion by reference. *See* ECF No. 189-2.

12 3. I believe that the requested fees and costs, which represent a discount on
13 the actual time and costs invested by Plaintiff's counsel in this litigation over the last
14 five-plus years, are fair and reasonable under controlling law, particularly in light of
15 the results realized for the Class. I also believe that the requested service award is fair
16 compensation for the services rendered by the Class Representative.

17 4. My firm prosecuted this litigation on a contingent fee basis with no
18 guarantee of recovery. My firm, along with co-counsel, incurred 100% of the risk in
19 pursuing the litigation. My firm advanced expenses with the understanding that we
20 would be paid a fee and receive reimbursement for expenses only if successful.

21 5. My firm has been involved in every aspect of this case from inception
22 through the present. I was personally involved in extension discovery from
23 Defendants, including taking several fact depositions, pursuing discovery from
24 several third parties, working with five experts on Rule 26 affirmative and rebuttal
25 reports, responding to and drafting several motions, and preparing for trial. Timothy
26 Blood, the managing partner of BHO, oversaw every aspect of this litigation and was
27 primarily responsible for negotiating the settlement. My partner, Thomas O'Reardon
28 also played a primary role in prosecuting this action and was responsible for pursuing

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1 discovery from Defendants, responding to and drafting motions including summary
2 judgment and class certification, and working with Plaintiff's experts on class
3 certification and Rule 26 reports. My partner, Leslie Hurst, took a lead role in the
4 appellate briefing and oral argument before the Ninth Circuit Court of Appeals. The
5 work performed by my firm and by our co-counsel is detailed in my declaration and
6 the memoranda submitted in connection with preliminary approval filed August 26,
7 2020. *See* ECF No. 189-2; ECF No. 189-1 (Preliminary Approval) at 3-7.

8 6. The services rendered and work performed by my firm's attorneys and
9 paralegals covered every aspect of this extensive litigation. My firm took the lead at
10 every stage of the Action from researching and drafting the complaint, pleadings-
11 related motion practice, class certification, summary judgment and appeal, fact
12 depositions, document review, third-party subpoenas, multiple expert reports, trial
13 preparation, and numerous mediation attempts. The motion practice in this Action
14 was substantial: two motions to dismiss, motion to strike class allegations, motions to
15 compel discovery responses, motion for class certification, motion for summary
16 judgment, and appellate briefing on the summary judgment order. These motions were
17 heavily contested. This Action also involved substantial discovery. Plaintiff's counsel
18 conducted significant pre-suit investigation and analysis of the scientific basis for
19 Defendants' advertising claims; conducted five depositions, including those of
20 Defendants' corporate designees, marketing and science employees; reviewed over
21 172,000 pages of documents produced by Defendants; and subpoenaed data from six
22 third parties. Plaintiff's counsel also responded to extensive discovery served on
23 Plaintiff, defended Plaintiff's deposition, and worked with six of their own expert
24 witnesses and consultants to prepare for class certification and trial, including
25 exchanging affirmative and rebuttal expert reports. My firm also took the lead on
26 mediation efforts throughout various stages of the Action. This included use of two
27 different mediators, settlement meetings between the Parties, and continued
28 negotiations for over five months about every aspect of the Settlement and its exhibits

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1 even after a memorandum of understanding was reached. We also vetted the
2 Settlement Administrator, drafted preliminary and final approval briefing, and
3 assisted with claims administration.

4 7. I am thoroughly familiar with the quality and quantity of work done in
5 this case by all lawyers representing Plaintiff and the Class. I have endeavored to
6 ensure there was no unnecessary work or duplication of effort. The Settlement
7 Agreement authorizes my firm as Class Counsel to allocate any fees and costs award
8 among Plaintiff's counsel, and I believe we are well-suited to this task.

9 8. I believe the time expended by my firm in this litigation was reasonable
10 and necessary in light of the amount of work required to litigate this action for more
11 than five years in this Court and before the Ninth Circuit Court of Appeals. My firm
12 was lead counsel and played the leading role in briefing and arguing every motion,
13 pursuing discovery, working with experts, preparing for trial, and negotiating the
14 settlement. There has been no unreasonable duplication of services for which my firm
15 and my co-counsel now seek compensation. In the situations in which two or more
16 attorneys participated in any matter, the participation was reasonable because of the
17 complexity of the issues involved and the time constraints which existed. Tasks were
18 delegated appropriately among senior attorneys, junior attorneys, and paralegals
19 according to their complexity.

20 9. The following information regarding my firm's time and out-of-pocket
21 expenses is taken from time and expense records prepared and maintained by the firm
22 in the ordinary course of business. The time records were prepared daily or shortly
23 thereafter by each attorney or paralegal working on the litigation. The expense records
24 are prepared from receipts, expense vouchers, check records and other documents,
25 and are an accurate record of the expenses. I reviewed the printouts and also reviewed
26 the backup documentation where necessary. The purpose of these reviews was to
27 confirm the accuracy of the entries on the printouts as well as the reasonableness of
28 the time and expenses committed to the litigation.

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1 10. The schedule below provides a summary of the hours expended by
2 timekeepers from my firm who performed work in this litigation. The schedule
3 includes the name of each person who worked on the case, hourly billing rates, the
4 number of hours expended, and the resulting lodestar for each timekeeper. The
5 backgrounds and qualifications of the BHO attorneys who worked on the matter are
6 set forth in the Firm Resume, which was attached as Exhibit 1 to my declaration in
7 support of preliminary approval. *See* ECF No. 189-3. In addition to BHO attorneys
8 listed in the Firm Resume, BHO's senior paralegals, Dafne Maytorena and Elle
9 Chaseton, have extensive experience. Prior to joining BHO, Ms. Maytorena spent six
10 years with the law firm Kessler Topaz Meltzer & Check LLP, focusing on class action
11 litigation. Ms. Maytorena earned her Paralegal Certificate from the University of San
12 Diego and her bachelor's degree from the University of California, San Diego.
13 Similarly, Ms. Chaseton has over twenty years of experience as a litigation paralegal,
14 including spending 14 years at the class action firm Milberg Weiss Bershad Hynes &
15 Lerach, LLP and Robbins Geller Rudman & Dowd, LLP prior to joining BHO.

16 11. The lodestar calculation is based on the firm's current billing rates, other
17 than those no longer employed by the firm, in which event their billing rate at the time
18 they stopped working at the firm is used. These rates have been determined to be
19 reasonable by numerous other courts in class action litigations. A sample of courts
20 that have approved BHO's standard billing rates and attorneys' fees as reasonable
21 include:

22 • *Warner v. Toyota Motor Sales, U.S.A., Inc.*, No. CV 15-2171
23 FMO (FFMx), 2017 U.S. Dist. LEXIS 77576, at *42-43 (C.D. Cal. May 21, 2017)
24 (approving BHO rates as reasonable given "the prevailing rates in the community for
25 lawyers of comparable skill, experience, and reputation");

26 • *In re Hydroxycut Mktg. & Sales Practices Litig.*, MDL No. 2087,
27 2014 U.S. Dist. LEXIS 162106, at *192 (S.D. Cal. Nov. 18, 2014) (approving hourly
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1 rates of Blood Hurst & O'Reardon, LLP as "typical rates for attorneys of comparable
2 experience");

3 • *Hartless v. Clorox Company*, 273 F.R.D. 630, 644 (S.D. Cal.
4 2011) (overruling objections to hourly rates, stating that BHO's hourly rates "have
5 been accepted in other class action cases and are comparable to rates approved by
6 other district courts in class action litigation");

7 • *In re Skechers Toning Shoe Prods. Liab. Litig.*, MDL No. 2308,
8 2013 U.S. Dist. LEXIS 67441, at *51-52 (W.D. Ky. May 13, 2013) (approving BHO's
9 hourly rates, stating that "a lodestar cross-check demonstrates the reasonableness of
10 the fees award");

11 • *Dennis v. Kellogg Co.*, No. 09-cv-1786-L (WMC), 2013 U.S. Dist.
12 LEXIS 163118, at *22-23 (S.D. Cal. Nov. 14, 2013) (approving BHO's hourly rates
13 as "fall[ing] within typical rates for attorneys of comparable experience");

14 • *Johnson v. General Mills, Inc.*, No. SACV 10-00061-CJC(ANx),
15 2013, U.S. Dist. LEXIS 90338, at *19-21 (C.D. Cal. June 17, 2013) (approving hourly
16 rates and time spent by BHO, stating "[t]he Court has considered class counsel's rates
17 and finds they are reasonable because of the experience of the attorneys and prevailing
18 market rates") (citing BHO firm resume);

19 • *Blessing v. Sirius XM Radio, Inc.*, No. 09 CV 10035 (HB), 2011
20 U.S. Dist. LEXIS 94723, at *17 (S.D.N.Y. Aug. 24, 2011) (approving fee award as
21 "reasonable under both the lodestar and percentage method of calculation");

22 • *In re Adobe Systems Inc. Privacy Litig.*, No. 5:13-cv-05226-LHK,
23 Doc. No. 107 (N.D. Cal. Aug. 13, 2015) (approving hourly rates and time spent by
24 BHO, finding "counsel's hourly rates to be reasonable and in line with the prevailing
25 rates in the community for complex litigation").

26 Furthermore, based on my knowledge of the class action plaintiff's bar
27 nationwide, the rates charged by my firm are in line with or lower than the rates
28 charged by other firms that handle class actions of similar size and complexity. A

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1 copy of the 2015 National Law Journal Billing Rate Survey is attached as **Exhibit A**.
 2 Each of the BHO attorneys who have worked on this Action has practiced for the
 3 following number of years: Mr. Blood – 30 years; Ms. Hurst – 25 years;
 4 Mr. O’Reardon – 14 years; Ms. Brown – 13 years; Ms. MacPherson – 21 years;
 5 Mr. Straub – 13 years; and Ms. Bass – 12 years. The billing survey demonstrates that
 6 based on the years of experience of each of the attorneys, the hourly rates of \$410.00
 7 to \$810.00 are reasonable.

8 12. The total number of hours spent on this litigation by professional staff at
 9 my firm as of December 14, 2020, was 2,457.25 hours. The total lodestar for attorney
 10 and paralegal time is \$1,307,851.25.

Attorney/Paralegal	Hours	Rate	Lodestar	Bar Admission
Timothy G. Blood (Partner)	220.00	\$810	\$178,200.00	1990
Leslie E. Hurst (Partner)	378.25	\$660	\$249,645.00	1995
Thomas J. O’Reardon II (Partner)	392.25	\$560	\$219,660.00	2006
Paula R. Brown (Partner)	776.25	\$510	\$395,887.50	2007
Jennifer MacPherson (Of Counsel)	116.25	\$435	\$50,568.75	1999
Craig W. Straub (Associate)	303.00	\$425	\$128,775.00	2007
Camille S. Bass (Associate)	70.50	\$410	\$28,905.00	2014
Dafne Maytorena (Paralegal)	57.50	\$280	\$16,100.00	n/a
Elle Chaseton (Paralegal)	138.25	\$280	\$38,710.00	n/a
Bethany Maxwell (Paralegal)	5.00	\$280	\$1,400.00	n/a
TOTALS	2,457.25		\$1,307,851.25	

26 13. The hours and lodestar incurred by my firm will increase because, as
 27 Class Counsel, my firm is responsible for any further briefing in this case, attending
 28 the final approval hearing, and the post hearing work, including claims administration.

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1 On an ongoing basis, my firm will continue to be in regular contact with Defendants'
2 Counsel and the Settlement Administrator regarding any Settlement Class Member
3 inquiries, will continue to oversee the administration process, and will continue to
4 regularly review and act on the reports provided by the Settlement Administrator.

5 14. My firm's lodestar figures are based upon the firm's billing rates, which
6 rates do not include charges for expense items. Expense items are billed separately,
7 and such charges are not duplicated in my firm's billing rates.

8 15. As detailed below, my firm has incurred a total of \$162,123.67 in
9 unreimbursed expenses in connection with the prosecution of this litigation from
10 inception through December 11, 2020. The expenses incurred in this action are
11 reflected in the books and records of my firm. These books and records are prepared
12 from expense vouchers, check records and other source materials and are an accurate
13 record of the expenses incurred.

14 16. The out-of-pocket litigation expenses incurred by BHO are reasonable
15 in amount and were necessary for the effective and efficient prosecution of the
16 litigation. In addition, I believe the expenses are all of a type that normally would be
17 charged to a fee-paying client in the private legal marketplace and have actually been
18 charged by my firm to fee-paying clients. They are also the categories of expenses
19 that have been awarded to my firm and other plaintiff's counsel in other class action
20 settlements, including in the following cases: *Warner v. Toyota Motor Sales, U.S.A.,*
21 *Inc.*, No. CV 15-2171 FMO (FFMx) (C.D. Cal. 2017); *Murr v. Capital One Bank*
22 *(USA), N.A.*, No. 1:13-cv-01091-LMB-TCB (E.D. Va. 2015); *In re: Hydroxycut*
23 *Mktg. and Sales Prac. Litig.*, MDL No. 2086 (S.D. Cal. 2014); *Serochi v. Bosa*, No.
24 2009-00096686 (S.D. Super. Ct. 2014); *Hartless v. Clorox Co.*, No. 06-cv-02705
25 (S.D. Cal. 2011); *Johnson v. Gen. Mills, Inc.*, No. 10-cv-00061 (C.D. Cal. 2013);
26 *Grabowski v. Skechers U.S.A., Inc.*, No. 12-cv-00204 (W.D. Ky. 2013); *Schwartz v.*
27 *Reebok Int'l Ltd.*, No. 10-cv-12018 (D. Mass. 2012); *Nelson v. Mead Johnson & Co.*,

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1 LLC, No. 09-cv-61625 (S.D. Fla. 2012); and *Gemelas v. The Dannon Co., Inc.*, No.
 2 08-cv-00236 (N.D. Ohio 2011).

3 17. The following expenses were incurred in this litigation. Of the total listed
 4 below, my firm’s out-of-pocket litigation expenses are **\$162,123.67**:

Expense Category	Total
Copying: In-House	\$2,581.95
Copying: Outside	\$1,483.46
Filing / Court Fees	\$2,770.00
Service of Process	\$1,974.40
Experts / Consultants	\$83,021.34
Depositions / Court Reporters / Videographers	\$3,319.05
Mediation Fees	\$8,805.76
Document Database / ESI Services	\$8,492.53
Postage / FedEx / Messenger	\$489.51
LexisNexis / PACER	\$1,287.18
Conference Calls	\$22.36
Transportation, Hotels & Meals	\$899.81
Class Notice and Outreach	\$46,976.32
TOTAL	\$162,123.67

19 18. The following is additional information regarding these expenses:

20 a. In-House Photocopying/Printing: The requested copy costs were
 21 incurred in connection with providing the Court with hard-copies of filings and
 22 additional in-house copies, printing case law when necessary, analyzing certain
 23 documents produced in discovery, and printing copies of documents for use in the
 24 many depositions throughout this case. In order to help minimize copy expenses, we
 25 agreed with counsel for Defendants to serve documents by electronic mail only and
 26 used electronic copies of exhibits at some depositions. Each time our copy machine
 27 is used, our billing system requires that a case code be entered. For each page copied
 28

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1 or printed, my firm charges 35 cents. This is the rate charged to all clients, including
2 non-contingency clients. The rate is determined by calculating the approximate cost
3 to my firm per page, without any mark-up. The calculation includes the monthly copy
4 machine rental, the price-per-page charged by our vendor and paper and toner costs,
5 which are not included in the price-per-page cost. The average is approximate because
6 it varies each month depending upon the number of photocopies made for a particular
7 month, but 35 cents is an accurate approximate average over time. The per-page
8 amount is higher than an outside copy service because we print relatively few copies
9 as part of an effort to use less paper. While the per-page amount may be higher, the
10 overall cost is lower than if we printed more copies at a rate that would lower the per-
11 page cost.

12 b. Outside Copying: This includes \$1,483.46 paid to Imagine Court
13 Reporting for the required copies and binding of Plaintiff's briefing before the Ninth
14 Circuit.

15 c. Filing/Court Fees: This includes the filing fees required by the
16 courts in this litigation.

17 d. Postage / FedEx / Messenger: These costs relate to messenger and
18 overnight delivery services, including courtesy copies of filings as required by this
19 Court and the Ninth Circuit and documents for expert witnesses to review.

20 e. Service of Process: These costs relate to service of process of the
21 summons and complaint, and personal service of Plaintiff's subpoenas for documents
22 and/or testimony on six retailers implicated in this action.

23 f. Depositions / Transcripts / Videographers: These costs include
24 court reporter and/or videographer fees in connection with depositions taken in this
25 action. The Parties saved significantly on deposition costs by taking all depositions
26 remotely.

27 g. Experts / Consultants: This cost includes fees charged by the six
28 experts Plaintiff retained and relied on in this matter:

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1 (i) Beth E. Snitz, Ph.D. Plaintiff retained Dr. Snitz to provide
2 analysis of the scientific issues in support of Plaintiff's motion for class certification.
3 Dr. Snitz is an associate professor at the University of Pittsburgh, School of Medicine,
4 Department of Neurology, and charges \$300/hour for her expert services. Dr. Snitz's
5 clinical and academic experience is in neuropsychology, specifically focusing on
6 cognitive aging, mild cognitive impairment, Alzheimer's Disease and related
7 dementias, and measurement issues in cognition. Dr. Snitz also worked directly on a
8 number of scientific studies at issue in this litigation. Dr. Snitz's work product and
9 expert declaration was used in connection with the prosecution of this action.

10 (ii) Annette Fitzpatrick, Ph.D. Plaintiff retained Dr. Fitzpatrick
11 to provide analysis of the scientific issues in support of discovery and to provide trial
12 testimony in this action. Dr. Fitzpatrick is an epidemiologist and research professor at
13 the University of Washington in the departments of Family Medicine, Epidemiology,
14 and Public Health. Dr. Fitzpatrick's research includes studies of aging, focusing on
15 dementia and cardiovascular disease. Dr. Fitzpatrick has led several studies on
16 dementia through the National Institutes of Health, including studies at issue in this
17 case, and has authored more than 185 peer-reviewed publications. Dr. Fitzpatrick
18 charges \$400/hr for her expert services and provided affirmative and rebuttal Rule 26
19 reports. Dr. Fitzpatrick's work product and two expert declarations were used in
20 connection with the prosecution of this action.

21 (iii) Steven T. DeKosky, M.D. Plaintiff retained Dr. DeKosky
22 to provide his opinions concerning the use of Ginkgold to treat Alzheimer's disease
23 and other types of dementia. Dr. DeKosky is a board-certified neurologist and Deputy
24 Director of the McKnight Brain Institute, the Aerts-Cosper Professor of Alzheimer's
25 research, and Professor of Neurology and Neuroscience at the University of Florida
26 College of Medicine. Dr. DeKosky has published over 500 peer-reviewed articles,
27 including several studies at issue in this Action. His clinical and research expertise is
28 focused on understanding the cognitive and neuropsychiatric symptoms,

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1 neuroimaging, treatment and preventing of dementia. Dr. DeKosky charges
2 \$600/hour for his expert services and provided a Rule 26 rebuttal report. Dr.
3 DeKosky's expert report and work product were used in connection with prosecution
4 of this action.

5 (iv) Laura M. Plunkett, Ph.D. Plaintiff retained Dr. Plunkett as
6 an expert on U.S. Food and Drug Administration regulations and requirements for
7 dietary supplements like Ginkgold. Dr. Plunkett's regulatory practice includes 25
8 years of consulting with dietary supplement manufacturers and their suppliers on
9 issues related to labeling claims, safety, and general regulatory compliance.
10 Dr. Plunkett provided rebuttal opinions to Defendants' regulatory expert and charges
11 \$300/hour for her expert services. Dr. Plunkett's expert report and work product were
12 used in connection with prosecution of this action.

13 (v) Thomas Maronick, DBA, JD. On the issue of marketing,
14 Plaintiff retained Dr. Maronick. Dr. Maronick charged \$650/hour for his expert
15 services. Dr. Maronick spent 30 years as Professor of Marketing at Towson
16 University's College of Business and Economics. Dr. Maronick has a doctorate in
17 business administration from the University of Kentucky, with a major in marketing.
18 Dr. Maronick is an inactive member of the Maryland bar and earned his *juris doctor*
19 from the University of Baltimore School of Law. Dr. Maronick was a director of
20 impact evaluation in the Bureau of Consumer Protection at the Federal Trade
21 Commission from 1980 through 1997. There, Dr. Maronick was the in-house
22 marketing expert for all divisions of the Federal Trade Commission, advising
23 attorneys and senior management on marketing aspects of cases being considered or
24 undertaken by attorneys. Dr. Maronick was also responsible for the evaluation of
25 research submitted by firms being investigated by the FTC, and for the design and
26 implementation of all consumer research undertaken by the FTC's Bureau of
27 Consumer Protection during that period. We engaged Dr. Maronick to conduct a
28 consumer survey concerning the advertising message conveyed by Defendants'

1 Ginkgold labels. Dr. Maronick’s expert analysis, including his expert reports were
2 critical to one of the major issues in the case.

3 (vi) Jennie M. McNulty, CPA, MBA. Ms. McNulty, a Principal
4 at VWM Analytics, Inc., is a Certified Public Accountant and holds an MBA from
5 the University of Notre Dame. She has qualified as an economic damage expert
6 witness on many occasions in various state and federal courts. We are charged
7 \$440/hour for Ms. McNulty’s services in this action. Mr. McNulty provided expert
8 analysis and an expert report relating the economic damages.

9 h. Electronic Document Management: This is for amounts paid to e-
10 discovery specialists, Epiq (f/k/a DTI Global) and Ankura Consulting, for monthly
11 hosting, storage and management of documents produced in the Action in response to
12 discovery requests. Defendants produced over 172,000 pages of discovery, including
13 emails. Thus, it was necessary for my firm and co-counsel to be able to search, review,
14 code, and organize these documents on the secure, Internet-based electronic database
15 hosted. The platforms hosted by Epiq and Ankura are a standard ESI software tool
16 used in complex litigation involving large data productions. The online platforms also
17 allowed us to efficiently coordinate document review and coding with co-counsel and
18 access the documents in connection with depositions and hearings.

19 i. Online Research: \$917.88 was paid to LexisNexis for legal
20 research, and \$369.30 was paid to the Administrative Office of the United States
21 Courts for PACER research of federal court filings. LexisNexis is used to obtain
22 access to legal research, factual databases, and for cite-checking of briefs. The
23 expense amount detailed herein represents the out-of-pocket costs incurred by my
24 firm in connection with use of these services in connection with this litigation. My
25 firm has a flat-rate contract with LexisNexis for use of its services. When my firm
26 utilizes LexisNexis services, a billing code is entered for the specific case being
27 researched. At the end of each billing period in which a service is used, BHO’s costs
28 for such services are allocated to specific cases based on the percentage of use in

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1 connection with that specific case in the billing period. As a result of the flat fee we
2 negotiated with LexisNexis, we do not charge the "market rate" for *a la carte* use of
3 online legal research services, which some law firms charge their clients.

4 j. Conference Calls: These conference call charges were incurred to
5 make or host conference calls in this Action. The conference call charges are allocated
6 to each case by punching in a case code after accessing the conference call number.
7 The case code is mandatory to host a conference call. At the end of each billing period,
8 the conference call charges for each case are entered into our billing system.

9 k. Transportation, Hotels and Meals: These travel costs were in
10 connection with hearings in this Action. Attorneys at BHO took the lead role in each
11 hearing before this Court and the Ninth Circuit. My partner, Leslie Hurst, traveled to
12 Pasadena for oral argument before the Ninth Circuit. All other travel costs are related
13 to car travel between San Diego and Riverside or Los Angeles for hearings before this
14 Court. When practicable, my firm minimized travel costs by taking depositions of
15 out-of-town deponents via videoconference.

16 l. Class Notice and Outreach: On April 7, 2020, the Court granted
17 class certification and ordered notice of pendency to be sent pursuant to Fed. R. Civ.
18 P. 23(c)(2)(B). Plaintiff retained JND Legal Administration, an experienced class
19 notice and claims administrator, to implement and disseminate the class notice and
20 opt-out requests. *See* ECF No. 144. Pursuant to the Court's Order, the Court-approved
21 notice of pendency was disseminated via print and online publication methods and
22 included a class notice website. JND charged \$46,976.32 for these services.

23 19. Collectively, Plaintiff's counsel seek reimbursement of \$166,833.79 in
24 out-of-pocket expenses from this Action. As stated in their respective declarations,
25 the two firms have each expended the following amounts:

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CERTIFICATE OF SERVICE

I hereby certify that on December 16, 2020, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the Electronic Mail Notice List, and I hereby certify that I have mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the Electronic Mail Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on December 16, 2020.

s/ Paula R. Brown

PAULA R. BROWN

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EXHIBIT A



2015 NLJ Billing Survey

Source: National Law Journal

Category: National Law Journal

ALM Legal Intelligence, in association with The National Law Journal, collected 2015 hourly billing rates for partners, associates, of counsel and paralegals. The data sources include the published rates from the 20 largest federal bankruptcy jurisdictions and a survey of the nation's 350 largest firms conducted during October and November of 2015. Individual firm rates are not identified.

Hourly Billing Rates for 2015

	Partner			Associate		
	High	Low	Median	High	Low	Median
Overall Hourly Rates	\$1,295	\$90	\$395	\$950	\$50	\$350

Rates by Firm Size

1 - 25 lawyers	\$1,080	\$90	\$350	\$950	\$90	\$300
26 - 150 lawyers	\$1,050	\$190	\$460	\$900	\$100	\$300
151 or more lawyers	\$1,295	\$100	\$595	\$975	\$125	\$325

Rates by State

AL	\$725	\$200	\$375	\$375	\$175	\$300
AZ	\$750	\$125	\$375	\$750	\$175	\$250
CA	\$1,080	\$200	\$495	\$950	\$300	\$350
CO	\$893	\$350	\$443	\$642	\$150	\$325
CT	\$1,200	\$295	\$350	\$625	\$175	\$350
DC	\$1,095	\$975	\$1,035	\$655	\$350	\$375
DE	\$1,050	\$295	\$650	\$850	\$260	\$388
FL	\$625	\$175	\$375	\$525	\$100	\$300
GA	\$500	\$250	\$358	\$450	\$110	\$275
IL	\$985	\$200	\$420	\$710	\$150	\$300
IN	\$400	\$250	\$305	\$400	\$200	\$275
KY	\$340	\$200	\$290	\$350	\$200	\$275
LA	\$575	\$150	\$333	\$500	\$100	\$250
MA	\$650	\$300	\$475	\$500	\$260	\$350
MD	\$560	\$250	\$363	\$580	\$150	\$325
MI	\$375	\$190	\$265	\$400	\$125	\$275
NC	\$675	\$250	\$425	\$435	\$150	\$275

NJ	\$880	\$250	\$400	\$400	\$150	\$298
NM	n/a	n/a	n/a	\$350	\$175	\$200
NV	\$450	\$295	\$375	\$500	\$200	\$325
NY	\$1,295	\$100	\$420	\$975	\$90	\$350
OH	\$545	\$250	\$313	\$330	\$155	\$250
OR	\$485	\$315	\$370	\$325	\$230	\$300
PA	\$875	\$200	\$350	\$565	\$86	\$257
PR*	\$300	\$100	\$200	\$350	\$100	\$200
TN	\$735	\$225	\$300	\$350	\$150	\$250
TX	\$925	\$90	\$395	\$650	\$150	\$298
VA	\$545	\$220	\$335	\$495	\$175	\$295
WA	\$965	\$275	\$460	\$375	\$150	\$350
WI	\$595	\$560	\$578	n/a	n/a	n/a

	Of Counsel			Paralegal		
	High	Low	Median	High	Low	Median
Overall Hourly Rates	\$1,120	\$125	\$350	\$325	\$25	\$125

Rates by Firm Size

1 - 25 lawyers	\$645	\$125	\$350	\$325	\$25	\$115
26 - 150 lawyers	\$620	\$225	\$393	\$305	\$75	\$173
151 or more lawyers	\$1,120	\$270	\$610	\$325	\$35	\$220

Rates by State

AL	\$495	\$290	\$393	n/a	n/a	n/a
AZ	\$750	\$250	\$300	\$250	\$75	\$125
CA	\$595	\$175	\$450	\$325	\$25	\$150
CO	\$400	\$325	\$363	\$285	\$75	\$158
CT	\$550	\$325	\$438	\$290	\$75	\$100
DC	\$775	\$275	\$750	n/a	n/a	n/a

DE	\$525	\$260	\$275	\$305	\$125	\$235
FL	n/a	n/a	n/a	\$255	\$65	\$123
GA	\$250	\$240	\$245	\$160	\$50	\$120
IL	\$1,120	\$395	\$430	\$215	\$75	\$120
IN	\$300	\$225	\$295	\$220	\$90	\$100
KY	n/a	n/a	n/a	\$150	\$75	\$105
LA	\$425	\$200	\$350	\$285	\$45	\$83
MA	n/a	n/a	n/a	n/a	n/a	n/a
MD	\$350	\$250	\$275	\$280	\$75	\$125
MI	n/a	n/a	n/a	\$125	\$75	\$103
NC	n/a	n/a	n/a	\$180	\$75	\$110
NJ	\$565	\$225	\$325	\$195	\$65	\$120
NM	n/a	n/a	n/a	n/a	n/a	n/a
NV	n/a	n/a	n/a	\$240	\$75	\$152
NY	\$930	\$250	\$573	\$325	\$60	\$130
OH	n/a	n/a	n/a	\$135	\$85	\$100
OR	\$450	\$310	\$380	\$220	\$145	\$185
PA	\$440	\$300	\$325	\$325	\$75	\$105
PR*	\$250	\$125	\$188	\$150	\$45	\$75
TN	\$300	\$270	\$300	\$150	\$50	\$90
TX	\$740	\$225	\$320	\$290	\$35	\$100
VA	\$400	\$300	\$350	\$325	\$75	\$95
WA	n/a	n/a	n/a	\$215	\$125	\$143
WI	n/a	n/a	n/a	n/a	n/a	n/a

n/a: data not available

*Puerto Rico is a U.S. Territory