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17 Attorneys for Plaintiffs,
18 Robert Westfall, David E. Anderson, Lynn Bobby, and David Ellinger,
19 individually and on behalf of all others similarly situated

20 **UNITED STATES DISTRICT COURT**
21 **EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION**

22 ROBERT WESTFALL; DAVID ANDERSON;
23 LYNN BOBBY; DAVID ELLINGER,
24 individually and on behalf of all others similarly
25 situated,

26 Plaintiff,

27 v.

28 BALL METAL BEVERAGE CONTAINER
CORPORATION, a Colorado Corporation, Does
1-20 inclusive,

Defendants.

Case No. 2:16-CV-02632-DAD-CKD

CLASS ACTION

**DECLARATION OF MATTHEW R.
EASON IN SUPPORT OF PLAINTIFFS'
MOTION FOR ORDER PRELIMINARY
APPROVAL OF CLASS AND PAGA
SETTLEMENT**

Date: March 3, 2025

Time: 1:30 p.m.

Ctrm: 4, 15th Floor

Judge: Hon. Dale A. Drozd

[Originally Solano Superior Court
Action No. FCS047654]

State Action Filed: 9-7-2016

FAC Filed: 4-6-2017

SAC Filed: 5-30-2024

Trial Date: None Set

1 I, MATTHEW R. EASON, declare:

2 1. I am an attorney duly licensed to practice law in the State of California before the
3 Eastern District of California. I am a shareholder in the law office of Eason & Tambornini,
4 ALC (“E&T”), counsel for Plaintiffs ROBERT WESTFALL, DAVID ANDERSON, LYNN
5 BOBBY, DAVID ELLINGER and the certified class. I make this declaration of my personal
6 knowledge and could testify thereto if called as a witness.

7 2. I have been one of the lawyers primarily responsible for the prosecution of
8 claims on behalf of Plaintiffs and the class. I was fully involved in the litigation on this matter.
9 I also served as the principal negotiator on behalf of the classes during all four mediations. I
10 attended four full day mediations and participated in numerous telephone calls, letter exchanges,
11 and e-mail exchanges that the mediation process entailed. The fourth mediation went well into
12 the night.

13 3. This Declaration is submitted in support of Plaintiffs’ Motion for Preliminary
14 Approval of Class Action and PAGA Settlement.

15 **EDUCATION AND EXPERIENCE**

16 4. I graduated with a Bachelors of Science from California State University,
17 Sacramento in 1988 with a degree in Business/Accountancy.

18 5. I earned my Juris Doctorate Degree from UOP/McGeorge School of Law in
19 1992. I graduated number nine in my class, and was awarded Order of the Coif, and Order of
20 the Barristers for my academic and advocacy skills.

21 6. I am admitted to practice law before the following courts: United States District
22 Courts in the Eastern District and Northern District of California, and all of California’s state
23 courts.

24 7. I have been practicing law full time since my admission to the California Bar in
25 1992. In the 32 years since I haven a member of the bar, I have litigated numerous cases in both
26 state and federal court.

27 8. During law school, and upon graduation, I worked for the very prestigious
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1 Sacramento law firm of Hefner, Stark & Marois. I was assigned to the Senior Employment
2 Litigation Partner and worked with him on various Federal and State employment litigation
3 cases both at the trial level and appellate level.

4 9. I left that firm in approximately 1994 to start my own practice, and continued to
5 handle significant employment related cases in multiple forums. Currently, well over 30% of
6 our firms' practice is employment related, and almost exclusively representing employees.

7 10. I have represented well over dozens of successful employee rights matters before
8 California Courts, including class action matters. These matters include class actions such as
9 *Stocker v. Community Integrated Work Program* (Contra Costa County Superior Court) resulted
10 in \$300,000 settlement of a lawsuit brought under state wage and labor laws; *Ames et al. v.*
11 *Vision Precision Holdings LLC* (Sacramento County Superior Court) resulted in a \$480,000
12 settlement brought understate age and labor laws.

13 11. Erin Scharg received her Bachelor of Arts degree from the University of
14 California, Santa Barbara and received her law degree from McGeorge School of Law in 2012.
15 She has been employed by Eason & Tambornini ALC since January 2013, and has primarily
16 handled litigation on behalf of employees.

17 12. I have no personal affiliation or family relationship with the Plaintiffs identified
18 above. My only relationship with these individuals is the attorney-client relationship existing in
19 the current litigation.

20 13. I am unaware of any legal differences or conflicts between the Plaintiff and the
21 Class Members or any unique factual issues relative to the proposed settlement pertaining to the
22 Class Representatives.

23 **THE PRESENT LITIGATION**

24 14. On September 6, 2016, my office filed a Class Action Complaint on behalf of
25 Plaintiff Robert Westfall and those similarly situated in California Superior Court in and for the
26 County of Solano, thereby initiating civil action *Robert Westfall v. Ball Metal Beverage*
27 *Container Corporation* (Case No. FCS047654). The Class Action Complaint alleged causes of
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1 action for (1) California Wages and Overtime Violations under Labor Code §§510, 1194, 1199;
2 (2) Failure to Provide Meal Breaks Under Labor Code §§226.7 and 512; (3) Failure to Provide
3 Rest Breaks Under Labor Code §226.7; (4) Violations of Labor Code §226(a); (5) Penalties
4 Pursuant to Labor Code §203; (6) Violation of Business & Professions Code §17200; (7)
5 Penalties Pursuant to Labor Code §2699, et seq.. On September 29, 2016, Plaintiff Robert
6 Westfall submitted his PAGA Notice to the LWDA for the purpose of complying with
7 California Labor Code § 2699.3's notice requirement. At that time, we submitted the \$75.00
8 filing fee on behalf of Plaintiff, and the PAGA Notice was sent to Defendant via certified mail.

9 15. The theory of the case was premised on a reading of the Industrial Welfare
10 Commission Wage Order Sections 3(G), 11(E), and 13(B) regarding suitable resting facilities.
11 The theory is that by having a paging system in the suitable resting facility, Defendant did not
12 provide meal and rest breaks free from duty and breaks were on-call. To my knowledge there is
13 no published decision on point that addresses these sections for suitable resting facilities in
14 relation to meal and rest break violations.

15 16. Defendant Ball filed a Notice of Removal on November 3, 2016, and the case
16 was removed to this Court.

17 17. The Parties participated in all-day mediation early in the litigation with Alan
18 Berkowitz on February 7, 2017. However, since the Class had not yet been certified, the parties
19 were too far apart and were not able to reach a resolution. The mediation was, however, still
20 productive as its facilities an exchange of information and arguments that clarified the parties'
21 positions.

22 18. Following mediation, the parties exchanged initial disclosures and Defendant
23 produced *thousands* of pages of documents. Plaintiffs served written discovery on Defendant
24 including Requests for Admission, Interrogatories and Request for Production of Documents on
25 March 10, 2017. The discovery included covering wage and hour policies, timekeeping and pay
26 data, personnel files, and other documentation necessary for Plaintiffs to evaluate both liability
27 and damages Plaintiffs also participated in deposition discovery by taking the deposition of
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1 Ball's former plant manager, David Trujillo on June 20, 2017. My office also took the
2 depositions of Joseph Esquer and Chad Gish on June 23, 2017, who worked as superintendent
3 and engineering manager for Ball's Fairfield facility.

4 19. In May 2017 Defendant took the depositions of Plaintiffs Robert Westfall, David
5 Anderson, Lynn Bobby and David Ellinger which spanned over four days.

6 20. Plaintiffs filed their Motion to Certify the Class on July 28, 2017. (ECF Nos. 27-
7 30). Plaintiffs' motion was granted in part/denied in part in an order dated February 5, 2018
8 (ECF NO. 54). Plaintiffs filed a motion for reconsideration to expand on the class certification
9 order, which was also granted (ECF NO. 85).

10 21. Following class certification, the Parties participated in a second meditation with
11 Alan Berkowitz on August 1, 2018. The parties were able to close the gap in their settlement
12 numbers from the prior mediation but not enough to reach a resolution. The mediation was also
13 productive because it further facilitated an exchange of information and arguments that clarified
14 the parties' updated positions after substantial discovery and certification.

15 22. The depositions of approximately 24 class members were taken between June
16 2019 and October 2019.

17 23. The Parties participated in a third mediation with the Honorable Raul Ramirez
18 (Retired) on December 11, 2019. Through further exchanges of information and arguments,
19 having conducted more discovery, the Parties were able to finally reach a resolution at this
20 mediation.

21 24. After the parties reached the December 11, 2019, agreement, Counsel for
22 Plaintiffs and Defendants engaged in several conversations and negotiations on further details
23 concerning settlement administration over approximately four months. This process resulted in
24 the Settlement Agreement signed by the parties on July 13, 2020.

25 25. A motion for Preliminary Approval of that settlement was filed on August 5,
26 2020. The Court preliminarily approved the motion and Settlement on September 16, 2021.

27 26. A motion for final approval was filed in April 2022. On May 25, 2022, two days
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1 before the hearing for final approval, Objectors Bernstein and Martin (“Objectors”) filed their
2 objection to the final approval. The court did not grant final approval.

3 27. The Parties participated in a global mediation on August 30, 2023, with mediator
4 Jeffrey Ross that lasted well into the evening. During the full day mediation, there were further
5 exchanges of information and arguments facilitated by the mediator. The full-day mediation that
6 extended into the late evening hours. Fortunately, mediation served to bring the parties together
7 and they were successful in negotiating a resolution based upon a mediator’s proposal.
8 Thereafter the parties negotiated more specific terms of their resolution which were
9 memorialized in a Memorandum of Understanding executed in February 2024.

10 28. Following the execution of the Memorandum of Understanding and per its terms,
11 Plaintiffs submitted an updated PAGA Notice. After the period for the Labor Workforce
12 Development Agency to respond expired, a Second Amended Complaint was filed on May 30,
13 2024. Thereafter, a Long Form Agreement was drafted and circulated for review by the Parties.
14 A true and correct copy is submitted herewith as **Exhibit A**.

15 **THE SETTLEMENT IS FAIR AND REASONABLE**

16 29. Throughout the litigation, I worked closely with Robert Westfall, David
17 Anderson, Lynn Bobby and David Ellinger to gather data about BALL and its employment
18 practices, participate in discovery and inform the litigation strategy. Plaintiff Robert Westfall
19 participated in four mediations while the other named Plaintiffs participated in the third
20 mediation, and all were available for the fourth mediation. These efforts helped result in the
21 settlement agreement that I understand will result in an approximately \$2,810,000 net settlement
22 amount.

23 30. All the negotiations to reach this final settlement, including with regard to
24 attorney’s fees, were reached in arm’s length negotiations. I am unaware of any special
25 relationship or connection among any of the Plaintiffs and Defendant or the Objectors and
26 Defendant. The fee split between Plaintiffs’ Counsel and Objectors’ Counsel was negotiated at
27 arm-length as well, with those negotiations eventually leading to an agreement that included
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1 joint prosecution against Defendant. The negotiations were at all times contentions and
2 adversarial, though still professional in nature. The Joint Prosecution Agreement was entered
3 into for the purpose of cooperating to complete the Settlement.

4 31. Based on my experience in wage and hour actions along with class action
5 litigation, the settlement provides a high recovery in light of the risk to class members,
6 especially considering the number of Class Members, which was determined to be
7 approximately 327 current and former employees. In my professional opinion, the Class's
8 claims are meritorious. However, I understand that the outcome of a trial, or the outcome any
9 appeals that would inevitably follow, are inherently uncertain. Defendants' law firm Fisher
10 Phillips is a well-respected law firm with substantial experience litigating class action wage and
11 hour disputes. These risks must be considered in assessing the fairness of the Settlement, which
12 guarantees against a result that could leave the Class without any recovery. Because the
13 Settlement provides immediate and substantial relief, without the attendant risks of continued
14 litigation, I believe it warrants this Court's preliminary approval.

15 32. In my professional opinion, the Settlement is fair, adequate and in the best
16 interests of the Class Members. I believe this Settlement to be an excellent result for the Class.
17 The Settlement provides all Class Members, regardless of their means, substantial relief in a
18 prompt and efficient manner. The Settlement in this case is consistent with the public interest in
19 settling litigation.

20 33. The key provisions regarding the fund allocation provide:

21 a. Waiting Time Penalty Enhancement: Class members that separated from Defendant's
22 employment during the Class Period shall receive an award of up to thirty-three
23 percent (33%) of their last regular rate of pay times 360 hours. For avoidance of the
24 doubt, for Class Members that do not timely opt out of the Settlement, the General
25 Release shall release their claims for waiting time penalties to the extent predicated
26 on any wages paid prior to April 20, 2024.

27 b. Maximum Allocation for the Waiting Time Penalty Enhancement. No more than
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1 \$1,500,000 of the Gross Settlement Amount shall be allocated to the Waiting Time
2 Penalty Enhancement. The Settlement Administrator shall determine the percentage
3 value for the Net Settlement Amount as a percentage of the Gross Settlement Amount,
4 and shall multiply that percentage value against \$1,500,000 to arrive at the
5 “Maximum Allocation for the Waiting Time Penalty Enhancement.” If necessary,
6 each Waiting Time Penalty Enhancement shall be decreased pro-rata until the
7 combined total Waiting Time Penalty Enhancements for all Class Members is equal
8 to, (or, if necessary to round individual allocations to the nearest penny, marginally
9 less than), the Maximum Allocation for Waiting Time Penalty Enhancement.

10 c. Allocation for Paging-Practices Period. The Settlement Administrator shall subtract
11 from the Net Settlement Amount the: (i) Waiting Time Penalty Enhancement; (ii)
12 Allocation for Post-Filing Period; and (iii) The LWDA Fund Remainder to arrive at
13 the “Allocation for the Paging-Practices Period.” This amount shall be allocated to
14 the settlement of the Class Members’ claims relating to alleged meal-period
15 violations, as well as alleged rest-period violations, as well as other alleged violations
16 occurring prior to Defendant’s changing of its policies and procedures relating to
17 paging announcements (“Paging-Practices Period”). For ease of Settlement
18 Administration, the Paging-Practices Period shall be defined as the period between
19 September 6, 2012, and December 31, 2019.

20 d. Engineering Class Member Work Weeks during the Paging-Practices Period shall be
21 paid at 1.5 times the rate of Class Member Work Weeks. The Settlement
22 Administrator shall then allocate the Allocation for Paging-Practices Period pro-rata
23 between the Class Member Work Weeks for the Paging-Practices Period, except that
24 the Settlement Administrator shall treat every Engineering Class Member Work
25 Week in the Paging-Practices Period as equivalent to 1.5 workweeks.

26 e. Allocation for Post-Filing Period. 9% of the Net Settlement Amount shall be allocated
27 to the settlement of the Class Members’ claims relating to alleged violations (other
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1 than waiting time penalties) occurring on January 1, 2020, through April 20, 2024.
2 The Settlement Administrator shall determine the percentage value for the Net
3 Settlement Amount as a percentage of the Gross Settlement Amount, and shall
4 multiply that percentage value against the Allocation for Post-Filing Period, and that
5 sum shall be distributed pro-rata between all workweeks between January 1, 2020,
6 through April 20, 2024.

7 f. The LWDA Fund Remainder shall be distributed pro rata across all Engineering Class
8 Member Work Weeks and Class Member Work Weeks (with no workweek to be
9 given greater allocation than any other).

10 g. The Parties acknowledge that such allocation formula constitutes the best judgment
11 of Plaintiffs' Counsel, and Objectors-Defendants' Counsel in balancing the
12 competing concerns of: (1) fairness of allocation; (2) allocating the settlement in
13 accordance with the estimate value of the various claims; (3) reducing Class Member
14 confusion; (4) reducing the risk of Administrator error; and (5) minimizing
15 administration burdens and costs.

16 34. Regarding the engineering position, the minor differential helps to ensure that they
17 are being treated with the other class by recognizing that, although they faced the same violations
18 as other members, the nature of their duties resulted in a higher rate of violations and the special
19 circumstances faced by those in the Engineering position. These employees job duties required
20 them to be more attentive to the announcements, then the production-based employees. The
21 production employees were generally had a chance to check-in and check-out of breaks with
22 another employee to update them on announcements, whereas the engineering employees tended
23 to operate more in a vacuum and thus had to carefully monitor all pages. The fact that if these
24 employees did not listen to the paging announcements throughout their whole shift, including
25 breaks, no one would be aware of the announcement, which placed a considerable additional
26 burden on those in this position and effectively eliminated all breaks from their workdays. The
27 minor differential helps to ensure these members are treated equally among the rest of the
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1 member. Similarly, the waiting-time penalty carve out helps to ensure that those employees are
2 also related equal relative to the rest of the class. Employees who have since left their employment
3 with Defendant, while subject to the same violations as the rest of the members, are due additional
4 funds based upon these waiting time penalties deriving from the violations common among the
5 class members. The additional payment ensures that these class members are not releasing
6 Defendant for these claims without adequate compensation specific to their situations

7 **THE STRENGTH OF PLAINTIFFS' CASE**

8 35. Plaintiffs allege that they were not provided lawful meal and rest breaks as a result
9 of Defendant's Fairfield plant utilizing a paging system as the primary method of communication
10 including in the Suitable Resting Facilities. Defendant, from the outset, denies liability. It asserts
11 that it provided lawful meal and rest breaks.

12 36. The use of a paging system at Defendant's Fairfield plant as a form of
13 communication made it amenable to class treatment. While I believe Plaintiffs and the Class had
14 a good chance of succeeding on the merits, I recognized that there were facts that might cause a
15 trier of fact to not adopt Plaintiff's theory of the case. For example, employees were permitted to
16 leave Defendant's facility for breaks, and many in fact did leave. Under Plaintiffs' theory
17 Defendant did not provide any lawful meal and rest breaks when using the paging system, which
18 a trier of fact may have difficulty accepting. Had the case not settled at mediation I anticipate that
19 Defendant would have filed a Motion for Summary Judgment and/or Adjudication.

20 37. It is Plaintiffs' position that the testimony of Plaintiffs and the Class members
21 shows that employees were required to be vigilant in monitoring pages in the suitable resting
22 facilities. However, the testimony from the Class depositions which occurred after class
23 certification showed that there were variances in the frequency of pages directed to employees of
24 in different positions. In addition, there were variations between the shifts. Had the case not settled
25 at mediation I anticipate that Defendant would have filed a motion to decertify the class and/or
26 modify the class, which could have reduced the class size, if granted.

27 38. It is Plaintiffs' position that employees were on-call during meal and rest breaks at
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1 Defendant's Fairfield plant thereby entitling them to additional wages. While I believe that
2 Plaintiffs had a good chance of succeeding on this claim, it is possible that a trier of fact could
3 find liability in favor of Plaintiffs and the Class on the meal and rest break claims but not on the
4 wage claims, which would extinguish the derivative claims for waiting times penalties, wage
5 statement violations and unpaid wages. Even if the trier of fact found liability for unpaid wages,
6 there was some risk that the trier of fact might not find that mistakes on the wages statements by
7 Defendant were knowing and intentional as required by Lab. Code §226(e)(1). Similarly, there
8 was risk in proving that Defendant's conduct in relation to Plaintiffs' claim for waiting time
9 penalties was willful under Lab. Code §203.

10 39. Utilizing data provided by Defendant ahead of the first mediation, I calculated
11 Defendant's exposure to be substantial.

12 40. Based on Defendant's defenses, I determined that a discount was appropriate.

13 **THE RISK, EXPENSE, COMPLEXITY, AND LIKELY DURATION OF FURTHER**
14 **LITIGATION**

15 41. Given the risks outlined above, the issues in this case were complex and the right
16 for Plaintiffs and the Class Members associated with this litigation were substantial.

17 42. If the case did not settle at mediation, I believe Defendant had plans to take
18 additional Class Member depositions which would have extended the litigation and added costs.

19 43. Had litigation continued Class Counsel would have needed to engage damages
20 experts. Thus, the costs required to prepare this case for trial would have greatly reduced the
21 recovery for the Class.

22 44. Given the complexity and unsettled nature of the issues in this case it is likely that
23 any outcome at trial would have resulted in a lengthy and costly appeal.

24 **THE AMOUNT OFFERED IN SETTLEMENT**

25 45. It was very difficult for the Parties to reach the first settlement. It an additional
26 challenge to reach the second settlement with the objector.

27 46. The Parties reached a settlement only after years of investigation, discovery, class
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1 certification, and multiple mediations.

2 47. I calculated the maximum potential value of all the claims and penalties in this
3 matter to be approximately \$7,500,000, assuming Plaintiffs could certify the class and prevail on
4 all their claims.

5 48. Once Class Counsel was able to determine the maximum potential damages, we
6 decided on a fair and reasonable settlement for the Class considering the risks outlined above and
7 the likelihood of success on the merits.

8 49. Nevertheless, after an objection by the Objectors, we went back to the negotiating
9 table, prepared for and participated in a *fourth* and final mediation, which only resulted in a
10 settlement with a mediator proposal. Fortunately, with the addition of the Objectors and
11 Objectors' Counsel to the negotiating table, we nearly doubled the gross settlement amount for
12 the Class Members.

13 **PLAINTIFFS' CLASS COUNSEL ATTORNEY FEES**

14 50. I believe the attorney's fees of 33% are fair and reasonable given the
15 circumstances of this case.

16 51. Based on the efforts of Plaintiff's Counsel and the subsequent, combined efforts
17 with Objector's Counsel, the class will be receiving the benefit of an agreement where, among
18 other things, the average net settlement amount per class member is approximately \$8,593.27;
19 where there is a Substantial Waiting Time Penalty Recovery that is resulting in recovery of
20 significant amount of maximum penalties that the applicable class members would have been able
21 to recover on their own individually; where the additional violations suffered by the Engineering
22 positions are acknowledged and adequately compensated; and where a substantial number of
23 Class Members are compensated who would have likely not recovered nothing outside of this
24 Class Action for the violations that they suffered from at least September 7, 2012 to April 20,
25 2020.

26 52. Furthermore, I understand that the litigation resulted in Defendant changing the
27 paging-announcement policy that underlie Plaintiffs' claims thereby preventing further violations
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1 of Defendant's employees' rights. Both the first and second settlement agreement require
2 Defendant to make policy and practice changes. The second settlement agreement now provides
3 that Defendant must also modify its policies and procedures related to new hazardous materials.
4 The present settlement agreement that the parties no seek approval provides as follows at page 32
5 ¶ 20:

6
7 Defendant's Policy and Practice Changes. Defendant shall continue to remove,
8 disable and/or de-activate any speakers connected to the paging system at its
9 Fairfield, California facility, to the extent such speakers are located within the
10 break room or other designated break areas at the Fairfield, California facility. As
11 consideration for Objector Martin's release of his Labor Code section 6300 PAGA
12 claim, Defendant Ball has modified its policies and procedures to provide that
13 whenever a new hazardous material is introduced into the work area at the Fairfield
14 Plant, Defendant will conduct an assessment to evaluate which employees will be
15 reasonably anticipated to be exposed to such materials, and those employees will
16 be trained, to the extent appropriate, on reasonably foreseeable exposures on the
17 job and general classes of hazardous chemicals. These policy changes reflect no
18 admission of liability or wrongdoing by any Party.

19 Although the parties have not agreed to a value for these changes, they nevertheless
20 represent a significant non-monetary benefit to the Class and Defendant's other employees.

21 53. Plaintiffs' Class Counsel has spent a significant amount of hours investigating,
22 researching, and litigating this matter, including but not limited to the following: interviewing
23 Plaintiffs and flushing out facts and issues; researching various cases on the subject matter;
24 researching and analyzing relevant claims; investigating and discussing job functions, duties,
25 compensation, policies and procedures; regularly meeting and/or communicating with our
26 clients, Robert Westfall, in particular; drafting and reviewing pleadings; drafting discovery;
27 reviewing documents produced in formal and informal discovery; preparing and analyzing
28 damage models; preparing for an attending three day long mediations; negotiating terms of the
Settlement; and reviewing and making changes to the Settlement Agreement.

54. Moreover, my firm took this matter on contingency, and we have represented
Plaintiff Westfall and have litigated this case since the first complaint was filed in September
2016.

1 55. Furthermore, the resolution of the matter became even more complex when
2 Objector-Intervenor Richard Martin alleged a California Labor Code Private Attorneys General
3 Act Labor Code section 6300 claim against Defendant. Thankfully, the participation of the
4 Objector-Intervenor resulted in nearly doubling the gross settlement amount.

5 56. My firm reviewed the work performed by Erin Scharg and me to estimate the
6 amount of time we have spent on this matter. Based upon our review, we estimate the following
7 hours as of approximately April 2022:

8 ERIN M. SCHARG (Approximately 265 total hours)

- 9 a. Depositions & Discovery (Approximately 95 hours), including
- 10 i. Preparing for and attending numerous depositions
- 11 ii. Drafting and reviewing discovery requests/responses
- 12 iii. Document review and analysis
- 13 iv. Reviewing and managing discovery disputes.
- 14 b. Class Certification Work (Approximately 55 hours), including
- 15 i. Drafting class certification motion and supporting documents
- 16 ii. Working on motion for reconsideration
- 17 iii. Research, analysis, and drafting for class certification issues
- 18 c. Mediation & Settlement (Approximately 45 hours), including
- 19 i. Preparing mediation briefs
- 20 ii. Attending mediation sessions
- 21 iii. Settlement negotiations
- 22 iv. Drafting and revising of settlement agreements
- 23 d. Communication & Case Management (Approximately 40 hours), including
- 24 i. Client communications
- 25 ii. Correspondence with opposing counsel
- 26 iii. Internal strategy meetings and communications
- 27 e. Court Appearances & Orders (Approximately 30 hours), including
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- 1 i. Attending hearings
- 2 ii. Reviewing court orders
- 3 iii. Preparing court documents such as status documents
- 4 iv. Reviewing and analyzing court orders

5 MATTHEW EASON (Approximately 244 total hours)

- 6 a. Case Strategy & Legal Research (Approximately 75 hours), including
 - 7 i. Initial case analysis
 - 8 ii. Legal research on Key issues, including wage orders, prior decisions
 - 9 regarding class actions, and research into suitable facilities
- 10 b. Mediation & Settlement (Approximately 65 hours), including
 - 11 i. Mediation preparation and attendance
 - 12 ii. Settlement calculations and analysis
 - 13 iii. Settlement negotiations
 - 14 iv. Settlement agreement review and negotiating specific terms
 - 15 v. Reviewing and revising moving papers for settlement approvals
- 16 c. Discovery & Depositions (Approximately 45 hours), including
 - 17 i. Supporting deposition preparation, including outlining questions and
 - 18 answers
 - 19 ii. Document and evidence review
 - 20 iii. Discovery strategizing and analysis
- 21 d. Class Certification Work (Approximately 35 hours), including
 - 22 i. Drafting and revision of class certification motion
 - 23 ii. Research for class issues
- 24 e. Client Communication & Case Management (Approximately 24 hours), including
 - 25 i. Client meetings and communications
 - 26 ii. Case administration
 - 27 iii. Analysis and case strategizing

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1 57. Since April 2022, I estimate that my firm has expended an additional 150
2 attorney hours, which has included that substantial work addressing the Objectors' objections,
3 renegotiating a new settlement with Defendant and the Objectors, engaging in additional
4 discovery, renegotiation a finalized settlement agreement, a notice to the class, and moving for
5 approval.

6 58. I estimate that of the 150 additional hours that my firm has worked since April
7 2022, that Ms. Scharg worked an additional approximate 78 hours, and I worked an additional
8 approximate 72 hours.

9 59. I believe that results in a total for Erin M. Scharg of 328 hours and for me 301
10 hours in this matter.

11 60. The Laffey Matrix is a pre-fixed formula used by federal courts to determine
12 reasonable hourly rates. *See* Rubenstein, 5 Newberg on Class Actions, §15:43, p. 148 (5th Ed.
13 2015). *See* <http://www.laffeymatrix.com/see.html>.

14 61. The Matrix for the dates of June 1, 2024, to May 31, 2025, reflects attorneys'
15 rates with experience commiserate to my years of experience as billing upwards of \$1,141 per
16 hour; attorneys with Ms. Scharg's experience, who was admitted to the bar in 2012, of \$948.

17 62. By my calculations a lodestar amount for Ms. Scharg's fees would be \$948 x
18 328 hours = \$310,944 in total fees for her work on this matter and for my fees would be \$1,141
19 x 301 hours = \$343,441.

20 63. By my calculations a reasonable lodestar valuation of my firm's fees would be
21 \$310,944 + \$343,441= \$654,385.00

22 64. Combining the \$654,385.00 with my Plaintiffs' Co-Counsel, Castle Law,
23 calculated lodestar estimate of \$89,399.60 provides a total estimated lodestar of \$743,784.60.

24 65. Under the proposed settlement agreement, the total fees my firm and my Co-
25 Counsel, Castle Law, will take is \$1,090,000.00.

26 66. This means that lodestar multiplier for the agreed upon fee amount is a reasonable
27 1.465 based upon the calculation of \$1,090,000/\$743,784.60 = 1.465.

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