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8 *Class*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

10 MAUREEN HARROLD, individually and on
11 behalf of all others similarly situated,

12 Plaintiff,

13 v.

14 MUFG UNION BANK, N.A.,

15 Defendant.

Case No. BC680214

**(Assigned for All Purposes to the Honorable
Yvette M. Palazuelos, Dept. 9)**

**DECLARATION OF TARAS KICK IN
SUPPORT OF UNOPPOSED MOTION
FOR ATTORNEYS' FEES, COSTS, AND
INCENTIVE AWARD**

Date: July 25, 2024

Time: 10:00 a.m.

Department 9

Complaint Filed: October 19, 2017

Amended Complaint Filed: July 29, 2020

Trial Date: None Set

1 **DECLARATION OF TARAS KICK IN SUPPORT OF UNOPPOSED MOTION FOR**
2 **ATTORNEYS' FEES, COSTS, AND INCENTIVE AWARD**

3 I, Taras Kick, declare as follows:

4 1. I am an attorney admitted to practice in the State of California and a shareholder of
5 The Kick Law Firm, APC, attorneys for Plaintiff and the class members. I submit this Declaration
6 in support of Plaintiff's Unopposed Motion for Attorneys' Fees, Costs, and Incentive Award. I have
7 personal knowledge of the following, except where stated upon information and belief, and if sworn
8 as a witness, I could and would competently testify thereto.

9 2. I have been a member of the California State Bar since 1989, the year I graduated
10 from the University of Pennsylvania Law School. Prior to that, in 1986, I graduated from
11 Swarthmore College, from which I earned a Bachelor of Arts degree in Economics and Psychology.
12 I have served as class counsel in numerous national and state class actions, including being
13 appointed lead counsel and a member of plaintiffs' executive committees. For over five years, I was
14 a member of the national Board of Directors of Public Justice, including its Class Action
15 Preservation Committee. I am or have been a member of numerous other committees pertaining to
16 consumer class actions, including the American Association for Justice Class Action Litigation Sub-
17 Group; the Consumer Attorneys of California Class Action Group; the American Bar Association
18 Committee on Class Actions & Derivative Suits; and, the State Bar of California Antitrust and
19 Unfair Competition Litigation section. From 2012 through September 2017, I was a Commissioner
20 of the California Law Revision Commission, an independent state agency created by statute in 1953
21 to assist the Legislature and Governor by examining California law and recommending needed
22 reforms, having been appointed by Governor Edmund G. Brown Jr. in 2012, and was Chair of the
23 Commission from September 2015 through September 2016 (although my role in this case is
24 independent of any aspect of my duties with the Commission and does not reflect one way or the
25 other any positions of the Commission). The Kick Law Firm, APC primarily represents plaintiffs in
26 class actions.

27 3. The Kick Law Firm, APC's class action experience in which I have been appointed
28 as lead class counsel includes numerous class actions in this same courthouse as the present case,

1 meaning Los Angeles Superior Court Complex Civil division, including in the following very recent
2 cases, all of which awarded a one-third attorneys' fee, the same percentage being sought here:
3 *Martyniuk v. USKO Express, Inc.*, LASC Case No. 20STCV07379, one-third attorneys' fees award
4 granted by **The Hon. Yvette M. Palazuelos** on June 29, 2023; *Polar v. Button Transportation, Inc.*,
5 LASC Case No. 21STCV02575, one-third attorneys' fees award granted by **The Hon. Carolyn B.**
6 **Kuhl** on May 31, 2023; *Torres, et al. v. Monetary Management of California, Inc.*, LASC Case No.
7 21STCV09917, one-third attorneys' fees award granted by **The Hon. William F. Highberger** on
8 June 30, 2023; *Lizarraga v. Digby Southwest, Inc.*, LASC Case No. 19STCV27901, one-third
9 attorneys' fees award granted by **The Hon. Stuart M. Rice** on November 13, 2023; *Gonzalez v.*
10 *Branded Online, et al.*, LASC Case No. 20STCV29702, one-third attorneys' fees award granted by
11 **The Hon. Maren Nelson** on August 31, 2023; *Mitchel, et al. v. Pacific Investment & Management,*
12 *Inc., et al.*, one-third attorneys' fees award granted by **The Hon. Elihu Berle** on June 2, 2023; *Ruiz,*
13 *et al. v. Trans International Trucking, Inc.*, LASC Case No. 20STCV03790, one-third attorneys'
14 fees award granted by **The Hon. David S. Cunningham** on April 11, 2023; *Yarian v. All Freight*
15 *Carriers, Inc., et al.*, LASC Case No. 19STCV28735, one-third attorneys' fees award granted by
16 **The Hon. Lawrence P. Riff** on March 7, 2023; *In Re Southern California Gas Leak Cases*, Judicial
17 Council Coordinated Proceeding No. 4861, one-third attorneys' fees award granted by **The Hon.**
18 **Daniel J. Buckley**, Coordination Trial Judge, Dept. SSC-1, on April 29, 2022 (co-lead counsel).

19 4. In addition to class action cases in which I have been appointed as lead counsel in
20 this same courthouse as this case, I have been appointed as lead counsel, or co-lead counsel, in at
21 least the following additional cases across the country: *Galgano v. TD Bank, N.A.*, No.
22 CV2005623RBKSAK (D.N.J.); *Smith v. Bank of Hawaii*, United States District Court for the
23 District of Hawaii, Case No. 1:16-cv-00513 (an overdraft fee class action, final approval granted on
24 December 22, 2020); *Coleman-Weathersbee v. Michigan State University Federal Credit Union*,
25 United States District Court for the Eastern District of Michigan, Case No. 2:19-cv-11674 (an
26 overdraft fee class action, final approval granted on July 29, 2020); *Walker v. People's United Bank*,
27 United States District Court for the District of Connecticut, Case No. 3:17-cv-00304 (an overdraft
28

1 fee class action, final approval granted on June 29, 2020); *Story v. SEFCU*, United States District
2 Court for the Northern District of New York, Case No. 1:18-cv-00764 (an overdraft fee class action,
3 final approval granted on February 25, 2021); *Salls v. Digital Federal Credit Union*, United States
4 District Court for the District of Massachusetts, Case. No. 18-cv-11262-TSH (an overdraft fee class
5 action, final approval granted in January 2020); *Pingston-Poling v. Advia Credit Union*, United
6 States District Court for the Western District of Michigan, Case No. 1:15-CV-1208 (an overdraft
7 fee class action, final approval granted in January 2020); *Lloyd v. Navy Federal Credit Union*,
8 United States District Court for the Southern District of California, Case No. 3:17-cv-01280 (an
9 overdraft fee class action, final approval granted May 18, 2019); *Ketner v. SECU Maryland*, Civil
10 No.:1:15-CV-03594-CCB (D. MD. 2017) (an overdraft fee class action, final approval granted
11 January 11, 2018); *Towner v. 1st MidAmerica Credit Union*, No. 3:15-cv-1162 (S.D. Ill. 2017) (an
12 overdraft fee class action, final approval granted in November 2017); *Lane v. Campus Federal*
13 *Credit Union*, Case No. 3:16-cv-00037 (M.D. La. 2017) (an overdraft fee class action, final approval
14 granted in August 2017); *Fry v. MidFlorida Credit Union*, United States District Court for the
15 Middle District of Florida, Case No. 8:15-CV-2743 (an overdraft fee class action, final approval
16 granted); *Ramirez v. Baxter Credit Union*, United States District Court for the Northern District of
17 California, Case No. 16-cv-03765-SI (an overdraft fee class action, final approval granted); *Lynch*
18 *v. San Diego County Credit Union*, San Diego County Superior Court, Case No. 37-2015-00008551
19 (an overdraft fee class action, final approval granted); *Gunter v. United Federal Credit Union*,
20 United States District Court for the District of Nevada, Case No. 3:15-cv-00483-MMD-WGC (an
21 overdraft fee class action, final approval granted); *Hernandez v. Point Loma Credit Union*, San
22 Diego County Superior Court, Case No. 37-2013-00053519 (an overdraft fee class action, final
23 approval granted); *Gray v. Los Angeles Federal Credit Union*, Los Angeles County Superior Court,
24 Case No. BC625500 (an overdraft fee class action, final approval granted); *Morales v. Kern Schools*
25 *Federal Credit Union*, Kern County Superior Court, Case No. BCV-15-100538 (an overdraft fee
26 class action, final approval granted in June 2017); *Manwaring v. Golden 1 Credit Union*,
27 Sacramento County Superior Court, Case No. 34-2013-00142667 (an overdraft fee class action,
28

1 final approval granted); *Casey v. Orange County Credit Union*, Orange County Superior Court No.
2 30-2013-00658493-CJ-BT-CXC (an overdraft fee class action, final approval granted); *Sewell v.*
3 *Wescom Credit Union*, Los Angeles County Superior Court No. BC5860 (an overdraft fee class
4 action, final approval granted); *Fernandez v. Altura Credit Union*, Riverside County Superior Court,
5 Case No. RIC1610873 (an overdraft fee class action, final approval granted); *Hernandez v. Logix*
6 *Federal Credit Union*, Los Angeles County Superior Court, Case No. BC628495 (an overdraft fee
7 class action, final approval granted); *Bowens v. Mazuma Federal Credit Union*, United States
8 District Court for the Western District of Missouri, Case No. 15-00758-CV-W-BP (an overdraft fee
9 class action, final approval granted); *Santiago v. Meriwest Credit Union*, Sacramento County
10 Superior Court, Case No. 34-2015-00183730 (an overdraft fee class action, final approval granted);
11 *Howard v. Sage Software*, Los Angeles County Superior Court Case No. BC487140 (final approval
12 granted); *Kirtley v. Wadekar*, United States District Court for the District of New Jersey, Case No.
13 05-5383 (final approval granted); *Pereyra v. Mike Campbell & Associates*, Los Angeles County
14 Superior Court Case No. BC365631 (final approval granted); *Oshaben v. Monster Worldwide, Inc.*,
15 et al., San Francisco County Superior Court Case No. CGC-06-454538 (final approval granted);
16 *Cole v. T-Mobile USA, et al.*, Central District of California Case No. 06-6649 (final approval
17 granted).

18 5. The Kick Law Firm, APC, undertook this case on a contingent basis, with the
19 understanding that the firm would not be compensated for its efforts unless the case was successful.
20 To date, TKLF has not been paid for any of its time spent on this matter. The time spent on this
21 matter by the firm’s attorneys has required considerable work that could have, and would have, been
22 spent on other billable matters. As a result of having accepted and been devoted to this case, it is my
23 informed belief this law firm wound up not representing parties in cases it otherwise would have,
24 and which in my opinion likely would have compensated this firm at its hourly rates requested in
25 this matter.

26 6. Plaintiff’s \$5,000,000.00 recovery is in my opinion a good result given the
27 complexity of the litigation and the remaining significant barriers which still would loom in the
28

1 absence of settlement. Based on Plaintiff's expert data analysis, the Settlement Class's most likely
2 recoverable damages at trial would have been approximately \$13.3 million. Each Settlement Class
3 Member's maximum realistic recovery depends on the number of APSN Fees assessed during the
4 Class Period. For some, only one APSN Fee was assessed. An expert is required to evaluate
5 complicated account-level transaction data on the days that Overdraft Fees were assessed and to
6 identify which Debit Card Transactions were authorized against a positive available balance,
7 something the average Accountholder would not recognize from her Account statements. The
8 Settlement will afford Plaintiff and the Settlement Class a recovery of approximately 37% of their
9 most probable damages, without further risks attendant to litigation. This is on par with other
10 account fee class actions challenging APSN Fees. Thus, the Settlement will provide Settlement
11 Class Members with substantial relief, well within the range of reasonable recovery in light of the
12 litigation risks.

13 7. In the context of overdraft fee class actions, one-third fee awards have been approved
14 in dozens of similar settlements in California and nationwide, thus establishing this fee rate as that
15 which would likely be negotiated in the private market. These cases in which I personally was
16 involved as either lead counsel or co-lead counsel, and of which I therefore have personal
17 knowledge, include but are not limited to *Gray v. Los Angeles Federal Credit Union*, Los Angeles
18 County Superior, Case No. BC625500 (California state consumer class action alleged improper
19 overdraft fees by a credit union, final approval granted in June 2017); *Morales v. Kern Schools*
20 *Federal Credit Union*, Kern County Superior Court, Case No. BCV-15-100538 (California state
21 consumer class action regarding alleged improper overdraft fees by a credit union, final approval
22 granted in June 2017); *Manwaring v. Golden 1 Credit Union*, Sacramento County Superior Court,
23 Case No. 34-2013-00142667 (California state consumer class action regarding alleged improper
24 overdraft fees by a credit union, final approval granted in December 2015); *Casey v. Orange County*
25 *Credit Union*, Orange County Superior Court No. 30-2013-00658493-CJ-BT-CXC (California state
26 consumer class action regarding alleged improper overdraft fees by credit union, final approval
27 granted by the court in May 2015); *Ketner v. SECU Maryland*, Civil No.:1:15-CV-03594-CCB (D.

28

1 MD. 2017) (consumer class action in the District of Maryland regarding alleged improper overdraft
2 fees by a credit union, final approval granted on January 11, 2018); *Towner v. 1st MidAmerica*
3 *Credit Union*, No. 3:15-cv-1162 (S.D. Ill. 2017) (consumer class action regarding alleged improper
4 overdraft fees by a credit union, final approval granted in November 2017); *Lane v. Campus Federal*
5 *Credit Union*, Case No. 3:16-cv-00037 (M.D. La. 2017) (consumer class action in the Middle
6 District of Louisiana regarding alleged improper overdraft fees by a credit union, final approval
7 granted in August 2017); *Pingston-Poling v. Advia Credit Union*, Case No. 1:15-CV-1208, (W.D.
8 Mich., So. Division 2020) (consumer class action in the Western District of Michigan, forty percent
9 fee awarded, final approval granted on January 21, 2020).

10 8. Before this action was filed, Class Counsel dedicated time and effort to an
11 investigation of the facts and legal theories that would later support the action. This investigation
12 included interviewing potential class representatives and analyzing their monthly account
13 statements; obtaining various historical account agreements for Union Bank, as well as current
14 account documents; researching potential causes of action; and researching potentially applicable
15 laws and regulations. Only after this investigation was completed did Class Counsel draft and file
16 the initial Complaints in each matter. When Defendant attempted to terminate this action via a
17 Motion to Compel Arbitration, Class Counsel conducted additional legal research in support of their
18 Opposition papers and drafted those documents. To further support Plaintiff's Opposition, Class
19 Counsel engaged in arbitration-related discovery, including by taking Defendant's deposition. These
20 efforts led the Court to enforce only the delegation clause of the arbitration agreement, rather than
21 dismiss the case. In the arbitration proceedings before the Hon. Candace Cooper, Class Counsel
22 conducted additional legal research and drafted Plaintiff's Amended Demand for Arbitration in the
23 Arbitration and her Motion to Declare Arbitration Agreement Unenforceable. These motions also
24 required supplemental briefing. When the arbitrator initially denied Plaintiff's motions, Class
25 Counsel nevertheless persisted in arguing that the arbitration agreement was unenforceable and filed
26 another supplemental brief regarding the "poison pill" provision in the agreement. These efforts led
27 the arbitrator to reverse her prior opinion and dismiss the arbitration. Absent Class Counsel's skill
28 and persistence in advocating on behalf of the class in this arbitration, the arbitration would have

1 proceeded, and class members would have recovered nothing in this action. Despite Class Counsel's
2 success before the arbitrator, Defendant attempted to terminate the action once again by filing a
3 Motion to Vacate the Arbitration Award, which required Class Counsel to conduct legal research
4 and draft Opposition papers. These efforts led to the Court's denial of the Motion to Vacate.
5 Following the lifting of the stay, Class Counsel drafted and filed the First Amended Complaint and
6 opposed Defendant's Motion to Compel Judicial Reference. Plaintiff propounded discovery
7 requests targeted at understanding Defendant's fee practices throughout the class period; the
8 motivations behind those fee practices; Defendant's understanding of key contractual terms;
9 customers' understanding of key contractual terms; and classwide damages. When Defendant filed
10 its Motion for Judgment on the Pleadings, Class Counsel evaluated the risks and costs associated
11 with continued litigation and took the opportunity to engage in arm's-length settlement negotiations
12 with the Defendant. Toward that end, Class Counsel retained a database expert and analyzed
13 Defendant's damages analysis and data regarding Defendant's fee revenue related to the assessment
14 of APSN Fees with the assistance of Plaintiff's expert. These efforts enabled a successful mediation
15 in which the Parties were able to evaluate their positions based on objective criteria. Following the
16 mediation, Class Counsel continued negotiating, drafting, and revising the Settlement Agreement
17 on behalf of the class. Class Counsel then coordinated the production of Defendant's class
18 transaction data for analysis by Plaintiff's expert, which enabled Plaintiff's expert to identify APSN
19 Fees assessed against class members and allowed the Parties to deliver a class list to the Settlement
20 Administrator. Finally, Class Counsel drafted the Motion for Preliminary Approval, drafted two
21 supplemental memoranda in response to the Court's inquiries regarding the Settlement, and revised
22 and re-negotiated the Settlement Agreement at the Court's direction. These efforts led the Court to
23 preliminarily approve the Amended Settlement Agreement.

24 9. The Kick Law Firm, APC's lodestar in this matter is as follows:

Name	Rate	Hours	Fee
Taras Kick	\$1,057	73.7	\$77,900
Tyler Dosaj	\$777	35.9	\$27,894
	TOTAL	109.6	\$105,794

25 My experience is already set forth earlier in this declaration. Regarding the experience of Mr. Tyler
26 Dosaj, he was admitted to the California Bar in 2015, graduated *cum laude* from Harvard Law
27
28

1 School in 2015, and received the Dean’s Scholar Prize, and graduated *summa cum laude* with a B.A.
 2 in English from UCLA in 2011.

3 10. A more detailed breakdown of The Kick Law Firm, APC’s lodestar in this matter is
 4 as follows:

Category	Taras Kick/Attorney Hours	Tyler Dosaj/Attorney Hours
Case Development, Background Investigation, and Case Administration <i>Includes legal and factual research, review of relevant docs; other pre-suit tasks, etc.</i>	11.8	
Finding Class Representative <i>Includes developing info to seek class rep, interviewing potential class reps; signing class rep, and review and assessment of class rep’s specific information, etc.</i>	14.7	
Strategy Development, Case Analysis, Class Counsel Conferences <i>Includes strategy meetings internally at firm and with co-counsel throughout case, etc.</i>	7.8	
Pleadings <i>Includes research, drafting, filing, etc.</i>	2	
Motion practice	4.2	
Class Administration <i>Includes seeking bids, discussion of notice plan and cost efficiencies; overseeing notice process, responding to class member calls/emails, etc.</i>	5 (includes anticipated work after final approval)	
Fee Petition Preparation	12.5	22.8
Motion for Final Approval Preparation	15.7	13.1
TOTAL	73.7	35.9

25 11. The Hours total above includes five hours of anticipated work following Final
 26 Approval, including overseeing the distribution of the settlement fund and preparing the Final
 27 Report. Furthermore, The Kick Law Firm, APC, for business judgment reasons has waived all of its
 28 time attributable two other attorneys who worked on the case, which would have totaled more than

1 an additional \$5,000, and also has waived all of its paralegal time spent on the matter, which I
2 estimate at another \$10,000. If the Court wants the timesheets documenting the above work, The
3 Kick Law Firm, APC remains ready, willing, and able to provide such further detail. Pursuant to the
4 fee sharing arrangement among Class Counsel, The Kick Law Firm, APC is to receive one half of
5 the agreed 25% of the amount to the firms of McCune Wright and The Kick Law Firm, APC,
6 attorneys' fee award or their relative lodestar, whichever is greater. As indicated above, The Kick
7 Law Firm, APC's lodestar amounts to \$105,794. Therefore, the firm would receive half of the 25%
8 of \$416,625, meaning \$208,312.50, assuming the full fee award is granted. The accompanying
9 Motion argues the total fee awarded should be one-third, pursuant to the percentage of recovery,
10 and if the Court were to conduct a lodestar crosscheck it should conduct such an analysis as to Class
11 Counsel as a whole. However, the Court in its Order granting the Motion for Preliminary Approval
12 indicated it also wants a calculation of the multiplier for each law firm involved, and calculating this
13 for TKLF would mean a multiplier only of 1.97x, well within California's accepted range
14 ("Multipliers can range from 2 to 4 or even higher." *Wershba v. Apple Computer, Inc.* (2001) 91
15 Cal.App.4th 224, 255).

16 12. Plaintiff Maureen Harrold in my opinion made significant contributions to the
17 success of this lawsuit for the Class, undertook reputational risks, and expended time and effort on
18 behalf of the Class. I was the initial contact with Ms. Harrold, and had numerous calls with her
19 before the filing in which she asked very pointed questions about the issues in the case, and the
20 process of a class action. She was always available to talk with me whenever I called, and provide
21 requested documents and information. Additionally, Ms. Harrold provided essential information
22 for the prosecution of this action and in connection with negotiations and settlement, gathered and
23 provided pertinent documents, took time to participate in phone calls with counsel, and reviewed
24 the settlement documents. At no time did Plaintiff ever have a guarantee of any personal benefit as
25 a result of this case. In addition, even if the success of the lawsuit could have been assumed, Plaintiff
26 stood to recover only the amounts of her improperly assessed overdraft fees, which are minimal
27 when considered against the time and effort Plaintiff devoted to the action on behalf of the class.
28 She also already has provided a Declaration In Support of Preliminary Approval, and is providing

1 an additional declaration which will be filed concurrently with this Motion.

2 13. This case presented novel questions of fact and law from the outset because the
3 APSN liability theory had not been extensively litigated or tried before it was filed. Indeed, this case
4 was filed before the Second Circuit issued its opinion in *Roberts v. Capital One, N.A.* (2d Cir. 2017)
5 719 Fed.Appx. 33, which reversed the district court’s decision dismissing the plaintiff’s APSN
6 claim. The APSN liability theory also presented tremendous difficulties in assessing class damages.
7 Because APSN Fees typically cannot be identified by reference to account statements alone, the
8 class damages analysis required discovery of Defendant’s internal data propounded by Class
9 Counsel, which drew on Class Counsel’s extensive experience in other banking fee class actions.
10 Further, Class Counsel’s success in obtaining dismissal of the arbitration depended on the novel
11 argument that *McGill v. Citibank, N.A.* (2017) 2 Cal. 5th 945 rendered the entire arbitration
12 agreement unenforceable on account of the “poison pill” provision in the contract. This argument
13 was untested at the appellate level when Plaintiff first briefed it. More broadly, Defendant’s
14 arbitration defense raised difficult questions of contractual interpretation and California law at
15 several stages of the litigation. This is in addition to all of the expected complexities of a class action
16 involving the intersection of financial regulation laws and contract law.

17 14. Class Counsel collectively has decades of experience in class action litigation and
18 has successfully handled national, regional, and statewide class actions throughout the United
19 States, in both state and federal courts. For over a decade, each of the attorneys applying to be
20 appointed Class Counsel have focused a substantial portion of their class action practices on cases
21 challenging Overdraft Fees and other bank fees assessed by financial institutions.

22 15. Class Counsel undertook this Action on an entirely contingent fee basis and assumed
23 a substantial risk that the litigation might yield little or no recovery, leaving them uncompensated
24 for their substantial time. During this action, Class Counsel faced substantial risks of non-payment.
25 Plaintiff’s claims might have failed on Defendant’s Motion for Judgment on the Pleadings, at
26 summary judgment, or at trial if the Court or factfinder had agreed with Defendant’s interpretation
27 of the applicable contracts. Defendant intended to raise its arbitration clause as a defense at the class
28 certification stage, raising the possibility that certification would be denied and the class would

1 recover nothing. Further, any result favorable to the Settlement Class might have been reversed on
2 appeal. Defendant would have pursued all of these options in the absence of a settlement, and
3 possesses the financial resources to do so. Despite the risks and difficulties presented throughout
4 this litigation, Class Counsel forged a significant resolution that provides substantial relief to the
5 Settlement Class, which favors the requested fee award. The fee award is similarly justifiable
6 because the time spent on this matter by Class Counsel has required considerable work that could
7 have, and would have, been spent on other billable matters. As a result of having accepted and been
8 devoted to this case, Class Counsel wound up not representing parties in cases they otherwise would
9 have, and which likely would have compensated Class Counsel at their hourly rates requested in
10 this matter.

11 16. I am informed by the Settlement Administrator, Kroll, that to date, there have been
12 no objections to the Settlement or attorneys' fee request and no class members have filed requests
13 to be excluded.

14 17. Class Counsel entered into a fee sharing arrangement among their firms that is
15 intended in part to reflect each firm's relative contribution to the investigation, development,
16 litigation, and settlement of this class action lawsuit. Specifically, as already disclosed to the Court
17 in conjunction with the Motion for Preliminary Approval, under the Joint Prosecution Agreement
18 among the firms, which Plaintiff approved, the McCune Law Group and The Kick Law Firm, APC
19 will collectively receive 25% of the total attorneys' fees or their relative lodestar, whichever is
20 greater; Tycko and Zavareei LLP and Kopelowitz Ostrow P.A. will each receive 40% of the
21 remainder of the attorneys' fees; and KalieGold PLLC would receive the final 20% of the attorneys'
22 fees. The total fee has not increased solely by reason of this agreement, as required by California
23 Rule of Professional Conduct 1.5.1. As demonstrated in the concurrently filed declarations of Class
24 Counsel, the McCune Law Group, The Kick Law Firm, APC, and KalieGold PLLC (which at the
25 time was still Tycko and Zavareei LLP as set forth in the declaration of KalieGold PPLC) were
26 responsible for the development of the case, pre-suit investigation, and the retention of the class
27 representative. Tycko and Zavareei LLP and Kopelowitz Ostrow P.A. were generally responsible

1 for litigating the case. The McCune Law Group and The Kick Law Firm, APC also drafted the
2 instant Motion and The Kick Law Firm, APC also already has written a draft of the Final Approval
3 Motion. In addition to the lodestars attributable to the McCune Law Group and The Kick Law Firm,
4 APC their allocation of the fee award is further justifiable because of their work in developing and
5 the case, including but not limited to retaining the class representative.

6 18. Class Counsel also seeks reimbursement of the reasonable expenses incurred in the
7 prosecution of this action. The following is a breakdown of the expenses Class Counsel incurred to
8 date, and for which they seek reimbursement in this matter:

Type	Amount
Mediation Related Expenses	\$996.88
LA Court Costs	\$115.20
Total	\$1,112.08

12 19. The foregoing expenses were incurred solely in connection with this litigation and
13 are reflected in Class Counsel's books and records as maintained in the ordinary course of business.
14 The claimed expenses were incurred to retain the services of a preeminent mediator that has assisted
15 the parties successfully settling the case.

17 I declare under penalty of perjury pursuant to the laws of the State of California that the
18 foregoing is true and correct.

20 Executed this 3rd day of May 2024, at Los Angeles, California.

22 /s/ Taras Kick
23 Taras Kick