

1 Carolyn H. Cottrell (SBN 166977)
 David C. Leimbach (SBN 265409)
 2 Michelle S. Lim (SBN 315691)
 Scott L. Gordon (SBN 319872)
 3 SCHNEIDER WALLACE
 COTTRELL KONECKY LLP
 4 2000 Powell Street, Suite 1400
 Emeryville, California 94608
 5 Telephone: (415) 421-7100
 Facsimile: (415) 421-7105
 6 ccottrell@schneiderwallace.com
 dleimbach@schneiderwallace.com
 7 mlim@schneiderwallace.com
 sgordon@schneiderwallace.com

8 *[Additional Counsel listed on next page]*

9 Attorneys for Plaintiffs and the Settlement
10 Classes and Collective

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

13 HAROLD JONES, et al.,

14 Plaintiffs,

15 vs.

16 CERTIFIEDSAFETY, INC.

17 Defendants.
18

Lead Case No. 3:17-cv-02229-EMC
 Consolidated with 3:17-cv-03892-EMC (*Crummie*)
 Related to: 3:18-cv-04379-EMC (*Ross*)
 3:19-cv-01338-EMC (*Jones II*)
 3:19-cv-01380-EMC (*Jones III*)
 3:19-cv-01381-EMC (*Jones IV*)
 3:19-cv-01427-EMC (*East*)
 3:19-cv-01428-EMC (*Jones V*)

**DECLARATION OF CAROLYN HUNT
 COTTRELL IN SUPPORT OF PLAINTIFFS’
 MOTION FOR ATTORNEYS’ FEES AND
 COSTS AND FOR SERVICE AWARDS**

Date: May 28, 2020
 Time: 1:30 p.m.
 Courtroom: 5 (17th Floor)
 Judge: Honorable Edward M. Chen

Jones Complaint filed: April 21, 2017

1 Edwin Aiwazian (SBN 232943)
2 Arby Aiwazian (SBN 269827)
3 Jill J. Parker (SBN 274230)
4 LAWYERS FOR JUSTICE, PC
5 410 West Arden Avenue, Suite 203
6 Glendale, California 91203
7 Telephone: (818) 265-1020
8 Facsimile: (818) 265-1021

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
Attorneys for Plaintiffs and the Settlement Classes and Collective

1 I, Carolyn Hunt Cottrell, hereby declare as follows:

2 1. I am an attorney duly licensed to practice law in the State of California. I am a
3 member in good standing of the State Bar of California, I am admitted to the United States District
4 Courts for the Northern, Eastern, Central, and Southern Districts of California. I am admitted to
5 the Ninth Circuit Court of Appeals, and I am a member of the Bar of the United States Supreme
6 Court.

7 2. I am a partner at the law firm of Schneider Wallace Cottrell Konecky LLP
8 (“SWCK”). SWCK specializes in class, collective, and PAGA litigation in state and federal court.
9 SWCK has prosecuted the instant Actions together with our Co-Counsel, Lawyers for Justice, PC
10 (“LFJPC”).

11 3. I am lead counsel of record for Harold Jones, Tierre Crummie, Genea Knight,
12 Marcellous Ross, Michael East, George Azevedo, Jr., and Sandra Turner, on behalf of themselves
13 and all others similarly situated (“Plaintiffs”), in the above-captioned cases. I submit this
14 declaration in support of Plaintiffs’ Motion for Attorneys’ Fees and Costs and for Service Awards.
15 I am familiar with the file, the documents, and the history related to these cases. The following
16 statements are based on my personal knowledge and review of the files. If called to do so, I could
17 and would testify competently thereto.

18 4. The Stipulation of Class, Collective, and Representative Action Settlement and
19 related Amendment (together, the “Settlement”) reached with Defendant CertifiedSafety, Inc.
20 (“Defendant” or “CertifiedSafety”) provides a robust \$6,000,000 Gross Settlement Amount. This
21 excellent result did not come without extensive effort, skill and substantial risk. From the start,
22 Defendant put up a staunch defense. Class Counsel successfully opposed an early motion to
23 dismiss, then negotiated a stipulation to conditional certification. When the third-party notice
24 administrator failed to properly disseminate notice, Class Counsel swiftly took action to protect
25 Collective members, including motion practice for an additional round of notice and longer opt-in
26 period. When the Court ruled that many would-be opt-in Plaintiffs would not be able to participate
27 in this case, Class Counsel filed a separate proceeding in order to ensure their rights would be
28 protected and pursued. Through Class Counsel’s tireless work, Class Counsel determined not only

1 that CertifiedSafety’s oil refinery clients were properly viewed as jointly culpable for the wage and
2 hour violations at issue, but that the state law claims for virtually all Collective members were
3 implicated. Class Counsel sought all appropriate amendments, and to the extent the Court did not
4 permit these amendments, Class Counsel persisted, filing separate lawsuits across the country to
5 ensure the rights of all Class and Collective members were fully pursued and protected. Following
6 two mediations, Class Counsel obtained a substantial six-million-dollar settlement for Class and
7 Collective members

8 **QUALIFICATIONS, EXPERIENCE, AND EXPERTISE**

9 5. SWCK is regarded as one of the leading private plaintiff’s firms in wage and hour
10 class actions and employment class actions. In November 2012, the Recorder listed the firm as one
11 of the “top 10 go-to plaintiffs’ employment firms in Northern California.” The partners and
12 attorneys have litigated major wage and hour class actions, have won several prestigious awards,
13 and sit on important boards and committees in the legal community. SWCK was founded by Todd
14 Schneider in 1993, and I have been a member of the firm since 1995.

15 6. SWCK has acted or is acting as class counsel in numerous cases. A partial list of
16 cases which have been certified and/or settled as class actions includes: *El Pollo Loco Wage and*
17 *Hour Cases* (Case No. JCCP 4957) (Orange County Superior Court, January 31, 2020) (final
18 approval of a class action settlement for failure to pay for all hours worked, failure to provide meal
19 and rest breaks, unreimbursed business expenses, waiting time penalties, and failure to provide
20 itemized wage statements, under California law); *Soto, et al. v. O.C. Communications, Inc., et al.*
21 (Case No. 3:17-cv-00251-VC) (Northern District of California, Oct. 23, 2019) (final approval of a
22 hybrid Fair Labor Standards Act and California and Washington law Rule 23 action with joint
23 employer allegations); *Manni v. Eugene N. Gordon, Inc. d/b/a La-Z-Boy Furniture Galleries* (Case
24 No. 34-2017-00223592) (Sacramento Superior Court) (final approval of a class action settlement
25 for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to
26 provide meal and rest breaks, waiting time penalties, and failure to provide itemized wage
27 statements, under California law); *Van Liew v. North Star Emergency Services, Inc., et al.* (Case
28 No. RG17876878) (Alameda County Superior Court) (final approval of a class action settlement

1 for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to
2 provide meal and rest breaks, failure to reimburse for necessary business expenditures, waiting
3 time penalties, and failure to provide itemized wage statements, under federal law); *Asalati v. Intel*
4 *Corp.* (Case No. 16cv302615) (Santa Clara Superior Court) (final approval of a class and
5 collective action settlement for failure to pay for all hours worked, failure to pay overtime, failure
6 to provide meal and rest breaks, failure to reimburse for necessary business expenditures, failure to
7 adhere to California record keeping requirements, waiting time penalties, and failure to provide
8 itemized wage statements, under federal and California law); *Harmon, et al. v. Diamond Wireless,*
9 *LLC*, (Case No. 34-2012-00118898) (Sacramento Superior Court) (final approval of a class action
10 settlement for failure to pay wages free and clear, failure to pay overtime and minimum wages,
11 failure to provide meal and rest breaks, failure to pay full wages when due, failure to adhere to
12 California record keeping requirements, and failure to provide adequate seating, under California
13 law); *Aguilar v. Hall AG Enterprises, Inc., et al.*, (Case No. BCV-16-10994-DRL) (Kern County
14 Superior Court) (final approval of a class action settlement for failure to provide meal and rest
15 periods, failure to compensate for all hours worked, failure to pay minimum and overtime wages,
16 waiting time penalties, failure to provide itemized wage statements, and failure to pay
17 undiscounted wages, under California law); *Viceral and Krueger v. Mistras Group, Inc.*, (Case No.
18 3:15-cv-02198-EMC) (Chen, J.) (Northern District of California) (final approval of a class and
19 collective action settlement for failure to compensate for all hours worked, including overtime,
20 under federal and California law); *Jeter-Polk, et al. v. Casual Male Store, LLC, et al.*, (Case No.
21 5:14-CV-00891) (Central District of California) (final approval of a class action settlement for
22 failure to provide meal and rest periods, failure to compensate for all hours worked, failure to pay
23 overtime wages, unpaid wages and waiting time penalties, and failure to provide itemized wage
24 statements); *Meza, et al. v. S.S. Skikos, Inc., et al.*, (Case No. 15-cv-01889-TEH) (Northern District
25 of California) (final approval of class and collective action settlement for failure to compensate for
26 all hours worked, including overtime, under federal and California law, failure to provide meal and
27 rest breaks, failure to reimburse for necessary business uniforms, failure to pay full wages upon
28 termination to, and failure to provide accurate itemized wage statements); *Holmes, et al v. Xpress*

1 *Global Systems, Inc.*, (Case No. 34-2015-00180822) (Sacramento Superior Court) (final approval
2 of a class action settlement for failure to provide meal and rest breaks and failure to provide
3 accurate itemized wage statements); *Guilbaud, et al. v. Sprint Nextel Corp. et al.*, (Case No. 3:13-
4 cv-04357-VC) (Northern District of California) (final approval of a class and collective action
5 settlement for failure to compensate for all hours worked, including overtime, failure to provide
6 meal and rest breaks, failure to reimburse for necessary business uniforms, failure to pay full
7 wages upon termination to, and failure to provide accurate itemized wage statements); *Molina, et*
8 *al. v. Railworks Track Systems, Inc.*, (Case No. BCV-15-10135) (Kern County Superior Court)
9 (final approval of a class action settlement for failure to provide meal and rest breaks, unpaid
10 wages, unpaid overtime, off-the-clocker work, failure to pay full wages upon termination to, and
11 failure to provide accurate itemized wage statements); *Allen, et al. v. County of Monterey, et al.*,
12 (Case No. 5:13-cv-01659) (Northern District of California) (settlement between FLSA Plaintiffs
13 and Defendant to provide relief to affected employees); *Barrera v. Radix Cable Holdings, Inc., et*
14 *al.*, (Case No. CIV 1100505) (Marin County Superior Court) (final approval of class action
15 settlement for failure to provide meal and rest breaks to, off-the-clock work by, failure to provide
16 overtime compensation to, failure to reimburse business expenditures to, failure to pay full wages
17 upon termination to, and failure to provide accurate itemized wage statements to retention
18 specialists working for cable companies); *Glass Dimensions, Inc., et al. v. State Street Corp. et al.*,
19 (Case No. 1:10-cv-10588) (District of Massachusetts) (final approval of class action settlement for
20 claims of breach of fiduciary duty and self-dealing in violation of ERISA); *Friend, et al. v. The*
21 *Hertz Corporation*, (Case No. 3:07-052222) (Northern District of California) (settlement of claims
22 that rental car company misclassified non-exempt employees, failed to pay wages, failed to pay
23 premium pay, and failed to provide meal periods and rest periods); *Hollands v. Lincare, Inc., et al.*,
24 (Case No. CGC-07-465052) (San Francisco County Superior Court) (final approval of class action
25 settlement for overtime pay, off-the-clock work, unreimbursed expenses, and other wage and hour
26 claims on behalf of a class of center managers); *Jantz, et al. v. Colvin*, (Case No. 531-2006-
27 00276X) (In the Equal Employment Opportunity Commission Baltimore Field Office) (final
28 approval of class action settlement for the denial of promotions based on targeted disabilities);

1 *Shemaria v. County of Marin*, (Case No. CV 082718) (Marin County Superior Court) (final
2 approval of class action settlement on behalf of a class of individuals with mobility disabilities
3 denied access to various facilities owned, operated, and/or maintained by the County of Marin);
4 *Perez, et al. v. First American Title Ins. Co.*, (Case No. 2:08-cv-01184) (District of Arizona) (final
5 approval of class action settlement in action challenging unfair discrimination by title insurance
6 company); *Perez v. Rue21, Inc., et al.*, (Case No. CISCV167815) (Santa Cruz County Superior
7 Court) (final approval of class action settlement for failure to provide meal and rest breaks to, and
8 for off-the-clock work performed by, a class of retail employees); *Sosa, et al. v. Dreyer's Grand
9 Ice Cream, Inc., et al.*, (Case No. RG 08424366) (Alameda County Superior Court) (final approval
10 of class action settlement for failure to provide meal and rest breaks to, and for off-the-clock work
11 performed by, a class of ice cream manufacturing employees); *Villalpando v. Exel Direct Inc., et
12 al.* (Case Nos. 3:12-cv-04137 and 4:13-cv-03091) (Northern District of California) (certified class
13 action on behalf of delivery drivers allegedly misclassified as independent contractors); *Choul, et
14 al. v. Nebraska Beef, Ltd.* (Case Nos. 8:08-cv-90, 8:08-cv-99) (District of Nebraska) (final
15 approval of class action settlement for off-the-clock work by, and failure to provide overtime
16 compensation to, production-line employees of meat-packing plant); *Morales v. Farmland Foods,
17 Inc.* (Case No. 8:08-cv-504) (District of Nebraska) (FLSA certification for off-the-clock work by,
18 and failure to provide overtime compensation to, production-line employees of meat-packing
19 plant); *Barlow, et al. v. PRN Ambulance Inc.* (Case No. BC396728) (Los Angeles County Superior
20 Court) (final approval of class action settlement for failure to provide meal and rest breaks to and
21 for off-the-clock work by certified emergency medical technicians); *Espinosa, et al. v. National
22 Beef, et al.* (Case No. ECU0467) (Imperial Superior Court) (final approval of class action
23 settlement for off-the-clock work by, and failure to provide overtime compensation to, production-
24 line employees of meat-packing plant); *Wolfe, et al. v. California Check Cashing Stores, LLC, et
25 al.* (Case Nos. CGC-08-479518 and CGC-09-489635) (San Francisco Superior Court) (final
26 approval of class action settlement for failure to provide meal and rest breaks to, and for off-the-
27 clock work by, employees at check cashing stores); *Carlson v. eHarmony* (Case No. BC371958)
28 (Los Angeles County Superior Court) (final approval of class action settlement on behalf of gays

1 and lesbians who were denied use of eHarmony); *Salcido v. Cargill* (Case Nos. 1:07-CV-01347-
2 LJO-GSA, 1:08-CV-00605-LJO-GSA) (Eastern District of California) (final approval of class
3 action settlement for off-the-clock work by production-line employees of meat-packing plant);
4 *Elkin v. Six Flags* (Case No. BC342633) (Los Angeles County Superior Court) (final approval of
5 class action settlement for missed meal and rest periods on behalf of hourly workers at Six Flags
6 amusement parks); *Jimenez v. Perot Systems Corp.* (Case No. RG07335321) (Alameda County
7 Superior Court) (final approval of class action settlement for misclassification of hospital clerical
8 workers); *Chau v. CVS RX Services, Inc.* (Case No. BC349224) (Los Angeles County Superior
9 Court) (final approval of class action settlement for failure to pay overtime to CVS pharmacists);
10 *Reed v. CALSTAR* (Case No. RG04155105) (Alameda County Superior Court) (certified class
11 action on behalf of flight nurses); *National Federation of the Blind v. Target* (Case No. C 06-
12 01802 MHP) (N.D. Cal.) (certified class action on behalf of all legally blind individuals in the
13 United States who have tried to access Target.com); *Bates v. United Parcel Service, Inc.* (2004 WL
14 2370633) (N.D. Cal.) (certified national class action on behalf of deaf employees of UPS); *Satchell*
15 *v. FedEx Express, Inc.* (Case No. 03-02659 SI) (N.D. Cal.) (certified regional class action alleging
16 widespread discrimination within FedEx); *Siddiqi v. Regents of the University of California* (Case
17 No. C-99-0790 SI) (N.D. Cal.) (certified class action in favor of deaf plaintiffs alleging disability
18 access violations at the University of California); *Lopez v. San Francisco Unified School District*
19 (Case No. C-99-03260 SI) (N.D. Cal.) (certified class action in favor of plaintiffs in class action
20 against school district for widespread disability access violations); *Campos v. San Francisco State*
21 *University* (Case No. C-97-02326 MCC) (N.D. Cal.) (certified class action in favor of disabled
22 plaintiffs for widespread disability access violations); *Singleton v. Regents of the University of*
23 *California* (Case No. 807233-1) (Alameda County Superior Court) (class settlement for women
24 alleging gender discrimination at Lawrence Livermore National Laboratory); *McMaster v. BCI*
25 *Coca-Cola Bottling Co.* (Case No. RG04173735) (Alameda County Superior Court) (final
26 approval of class action settlement for drive-time required of Coca-Cola account managers);
27 *Portugal v. Macy's West, Inc.* (Case No. BC324247) (Los Angeles County Superior Court)
28 (California statewide wage and hour "misclassification" class action resulting in a class-wide \$3.25

1 million settlement); *Taormina v. Siebel Systems, Inc.* (Case No. RG05219031) (Alameda County
2 Superior Court) (final approval of class action settlement for misclassification of Siebel’s inside
3 sales employees); *Joseph v. The Limited, Inc.* (Case No. CGC-04-437118) (San Francisco County
4 Superior Court) (final approval of class action settlement for failure to provide meal and rest
5 periods to employees of The Limited stores); *Rios v. Siemens Corp.* (Case No. C05-04697 PJH)
6 (N.D. Cal.) (final approval of class action settlement for failure to pay accrued vacation pay upon
7 end of employment); *DeSoto v. Sears, Roebuck & Co.* (Case No. RG0309669) (Alameda County
8 Superior Court) and *Lenahan v. Sears, Roebuck & Co.* (Case No. 3-02-CV-000045 (SRC) (TJB))
9 (final approval of class action settlement for failure to pay Sears drivers for all hours worked);
10 among many others.

11 7. Nearly my entire legal career has been devoted to advocating for the rights of
12 individuals who have been subjected to illegal pay policies, discrimination, harassment and
13 retaliation and representing employees in wage and hour and discrimination class actions. I have
14 litigated hundreds of wage and hour, employment discrimination and civil-rights actions, and I
15 manage many of the firm’s current cases in these areas. I am a member of the State Bar of
16 California, and have had memberships with Public Justice, the National Employment Lawyers
17 Association, the California Employment Lawyers Association, and the Consumer Attorneys of
18 California. I served on the Board of Directors for the San Francisco Trial Lawyers Association
19 and co-chaired its Women’s Caucus. I was named one of the “Top Women Litigators for 2010” by
20 the Daily Journal. In 2012, I was nominated for Woman Trial Lawyer of the Year by the
21 Consumer Attorneys of California. I have been selected as a Super Lawyer every year since 2014. I
22 earned my Bachelor’s degree from the University of California, and I am a graduate of the
23 University of the Pacific, McGeorge School of Law.

24 **RELEVANT SETTLEMENT BACKGROUND**

25 ***Overview of Class Counsel’s Work on Actions***

26 8. In over three years, SWCK and LFJPC have devoted more than 3,466 hours to the
27 prosecution of the Actions, with a combined lodestar amount of \$2,328,546. SWCK’s lodestar
28

1 amount alone is \$1,750,051, and is comprised of some 2,775 hours of litigation work.¹ Class
2 Counsel vigorously litigated this case, engaging in a carefully crafted litigation strategy and
3 extensive outreach with Safety Attendants to effectively prosecute the Class and Collective claims,
4 while also demonstrating willingness to participate in good-faith attempts to settle the Actions.
5 Class Counsel’s efforts culminated in the Settlement, which provides significant monetary benefits
6 for the Safety Attendants. Class Counsel’s lodestar amount is well in excess of the \$2,000,000 fee
7 award that Plaintiffs request with the instant motion.

8 9. The extensive procedural history of this Action was well documented in Plaintiffs’
9 Motion for Preliminary Approval of Class and Collective Action Settlement (“Preliminary
10 Approval Motion”) and supporting papers. *See* ECF 206.

11 10. To summarize briefly, Plaintiff Harold Jones filed the first lawsuit in the Actions
12 against CertifiedSafety on April 1, 2017, which asserted FLSA and California law claims.
13 Thereafter, Class Counsel amended the *Jones I* Complaint four times (and engaged in related
14 motion practice) to add additional plaintiffs, claims, and putative classes under Washington, Ohio,
15 and Alaska law.

16 11. Defendant moved to dismiss the *Jones I* First Amended Complaint on July 24, 2017,
17 primarily on *Iqbal/Twombly* grounds. ECF 31. Class Counsel successfully opposed the motion and
18 it was denied in large part.

19 12. Thereafter, Class Counsel obtained conditional certification of and facilitated notice
20 to the FLSA Collective of Safety Attendants in *Jones I*.

21 13. The Parties then arranged an early mediation for January 2018. Plaintiffs completed
22 written discovery and depositions for the mediation. On January 10, 2018, Plaintiffs deposed
23 CertifiedSafety’s Rule 30(b)(6) designee, Vice President of Human Resources Steve Hines. The
24 deposition addressed topics including Defendant’s corporate organization and decision-making
25 responsibilities; its policies, practices, procedures, and systems for wage and hour issues,
26 compensation, timekeeping, and scheduling; relevant investigations and reports; and the Class
27

28 ¹ I am informed that LFJPC’s lodestar is \$578,495, comprised of 690.1 hours of litigation work.

1 Members' job duties and responsibilities, the tools, equipment and gear that they use, and any
2 work that they perform outside of their scheduled shifts. The deposition yielded key testimony
3 relating to Plaintiffs' joint employer claims; Plaintiffs proffered excerpts in support of their
4 Preliminary Approval Motion. Defendant took the depositions of Plaintiff Jones and Plaintiff
5 Knight on January 15, 2018, and Plaintiff Crummie on January 11, 2018.

6 14. The first mediation took place on January 23, 2018 before Jeff Ross, a respected and
7 experienced wage and hour mediator. Class Counsel performed an in-depth damages analysis
8 ahead of this first mediation. This mediation was unsuccessful, and litigation continued in the
9 ordinary course.

10 15. CertifiedSafety brought a motion to strike untimely and deficient FLSA opt-in forms
11 on March 14, 2018, which Plaintiffs opposed. The Court granted the motion with respect to opt-in
12 forms filed after the initial January 23, 2018 mediation, and with respect to unsigned opt-in forms,
13 but otherwise denied the motion.

14 16. Throughout this period, Class Counsel completed extensive outreach with Class
15 Members, including over 240 in-depth intakes. The intakes covered topics including dates and
16 locations of work, hours of work, pre-shift and post-shift off-the-clock work, meal and rest breaks,
17 and reimbursement of work-related expenses. Through the outreach process, Plaintiffs garnered
18 substantial factual background regarding the alleged violations and the joint employer claims,
19 which Plaintiffs' counsel utilized to build their case and proffer detailed allegations in the
20 operative complaints.

21 17. In late-2018, Plaintiffs filed a motion for leave to file a Third Amended Consolidated
22 Complaint in *Jones*, and a motion for leave to file a First Amended Complaint in *Ross*. This
23 motion advanced Class Counsel's joint employer litigation strategy. The proposed amendments
24 would have significantly expanded both the *Jones* and *Ross* actions, by adding Michael East and
25 George Azevedo, Jr., as additional Named Plaintiffs and Class Representatives; joint employer
26 allegations against CertifiedSafety's oil refinery clients including but not limited to Shell,
27 Andeavor, Phillips 66, and Citgo; and additional Rule 23 classes and state law causes of action
28

1 under Alaska, Illinois, and Minnesota law.² The Court granted the motions in part on February 20,
2 2019, declining to permit the addition of the refinery defendants and the additional state law
3 claims, but permitting smaller-scale amendments.

4 18. Plaintiffs filed their Third Amended Consolidated Complaint in *Jones* and their
5 operative First Amended Complaint in *Ross* (*Ross* FAC) on March 6, 2019. Chevron filed a
6 motion to dismiss the *Ross* FAC on March 20, 2019, which was fully briefed at the time the Parties
7 reached an agreement to settle the case.³

8 19. Plaintiffs and Class Counsel filed a series of related actions, in addition to the lead
9 consolidated *Jones* action, to bring the wage and hour claims, including those under Illinois and
10 Minnesota law, against CertifiedSafety and refineries on a joint employer basis.

- 11 • Plaintiff Ross filed *Ross* on July 18, 2018, against CertifiedSafety and Chevron.⁴ Plaintiff
12 Ross alleges similar wage and hour claims against these Defendants, on behalf of a putative
13 FLSA collective and a putative California class.
- 14 • Plaintiff Jones filed *Jones II* (Case No. No. 3:19-cv-01338-EMC) on March 12, 2019, which
15 alleges similar wage and hour claims under the FLSA, California, Washington, and Minnesota
16 law against CertifiedSafety and Andeavor/Tesoro on behalf a putative FLSA collective and
17 putative California, Washington, and Minnesota classes.
- 18 • Plaintiff Jones filed *Jones III* (Case No. 3:19-cv-01380-EMC) on March 14, 2019, which
19 alleges similar wage and hour claims under the FLSA, California, and Washington law against
20 CertifiedSafety and Phillips 66 on behalf a putative FLSA collective and putative California,
21 and Washington classes.
- 22 • Plaintiff Jones filed *Jones IV* (Case No. 3:19-cv-01381-EMC) on March 14, 2019, which
23 alleges similar wage and hour claims under the FLSA, California, and Illinois law against
24

25 ² Plaintiffs had previously noticed a motion in *Jones* on May 15, 2018 to obtain leave for these
26 proposed amendments via filing of a Third Amended Complaint, but the Court denied the motion
27 without prejudice on October 26, 2019 in order for the Parties to delineate lead plaintiff and lead
28 counsel responsibilities.

³ The Parties agreed to continue the hearing on Chevron's motion to dismiss pending the settlement
process.

⁴ Valero entities were also named as Defendants, but the Parties agreed to voluntarily dismiss them.

1 CertifiedSafety and Citgo on behalf a putative FLSA collective and putative California and
2 Washington classes.

- 3 • Plaintiff Michael East filed *East* (Case No. 3:19-cv-01427-EMC) on March 18, 2019, which
4 alleges similar wage and hour claims under the FLSA and California law against
5 CertifiedSafety and United Refining on behalf a putative FLSA collective and a putative
6 California class.
- 7 • Plaintiff Jones filed *Jones V* (Case No. 3:19-cv-01428-EMC) on March 18, 2019, which
8 alleges similar wage and hour claims under the FLSA, California, and Washington law against
9 CertifiedSafety and Shell on behalf a putative FLSA collective and putative California, and
10 Washington classes

11 20. Class Counsel have also litigated a series of motions, stipulations, and notices to
12 consolidate and relate the Actions and to delineate lead counsel responsibilities. The attorneys
13 from SWCK and LFJPC, who originally brought separate cases, are working together the
14 prosecute the Actions.

15 21. On April 23, 2019, the Plaintiffs and CertifiedSafety participated in a second
16 mediation session with Paul Grossman, another highly respected and experienced wage and hour
17 mediator. Class Counsel performed an in-depth damages analysis ahead of this second mediation.
18 The session lasted some 10 hours; at the end of the night, Mr. Grossman issued a mediator's
19 proposal, which contained the essential terms of the instant Settlement. All Parties accepted the
20 proposal on that date.

21 22. After the mediation, counsel for the Parties worked to finalize the proposed long-
22 form Settlement and corresponding notice documents. As the Settlement is complex, involving
23 hybrid Rule 23 and FLSA claims, numerous Defendants, and the resolution of eight separate
24 actions as well as two additional potential actions, the drafting process was lengthy. After an initial
25 draft was completed, six sets of subsequent edits were required to arrive at an agreement that was
26 acceptable to all Parties and counsel, along with a separate drafting and revision process for the
27 Class, Collective, and Class/Collective Notices. The Settlement Agreement was fully-executed on
28 November 21, 2019.

1 23. Plaintiffs filed their preliminary approval motion on November 22, 2019. Plaintiffs
2 filed supplemental briefing and evidence on December 19, 2019, including revised Notices of
3 Settlement that incorporated the Court’s recommended changes.

4 24. At the preliminary approval hearing on January 8, 2020, the Parties agreed to
5 incorporate notice via text message, in addition to notice via U.S. Mail and email, and to modify
6 the handling of uncashed check funds so that any such monies would be redistributed to those
7 Class Members who cashed their checks. The Parties executed the Amendment to the Settlement
8 on January 20, 2020, and filed it with the Court on that date.

9 25. After the Court’s preliminary approval order, the Notices of Settlement were
10 distributed to the Class Members. During the notice administration process, Class Counsel worked
11 closely with Defendant’s counsel and Heffler.

12 26. Class Counsel then prepared the final approval papers, including the motion for final
13 approval and the instant motion for attorneys’ fees and costs and for service awards.

14 27. I believe that the Settlement is fair, reasonable, and in the best interests of the Class
15 Members. Indeed, I believe that the Settlement provides an exceptional result for the Class
16 Members. The Settlement provides for a strong recovery in the face of considerable risk that the
17 Actions, if not settled, might not result in any recovery or might result in a less favorable recovery.

18 28. The Settlement preliminarily approved by the Court resolves the claims of the Class
19 Members for a total non-reversionary settlement of \$6,000,000. The Settlement provides excellent
20 recoveries—\$1,514.35 per Class Member, on average, an exceptional amount considering that the
21 typical Class Member worked a relatively short tenure. Sixty-eight Class Members will receive in
22 excess of \$10,000.00, six Class Members will receive over \$20,000, and the largest recovery is an
23 impressive \$26,205.20. Class Members are paid \$40.97 for each FLSA-Only Workweek under the
24 Settlement. When Workweek weightings are applied, Class Members are paid, *inter alia*, twice
25 that (\$81.94) for each Washington Workweek, and three times that (\$122.91) for each California
26 Workweek. Settlement Class Members will receive their awards without the need to file claims
27 forms. The negotiated non-reversionary Gross Settlement Amount of \$6,000,000 represents more
28

1 than 53% of the approximately \$11.3 million that Plaintiffs calculated for the core unpaid wages
2 claims.

3 29. The Settlement, and the amounts to be paid thereunder, are based on an extensive
4 review of the facts and law. The Parties engaged in voluminous, costly discovery, considerable
5 motion practice, and two separate mediations facilitated by experienced mediators. These efforts
6 enabled Class Counsel (as well as Defendant) to accurately assess the legal and factual issues – and
7 related risks – that would arise if the case proceeded to trial.

8 30. Recovery of the damages and penalties would require complete success and
9 certification of all of Plaintiffs' claims, an uncertain feat in light of developments in wage and hour
10 and class and collective action law as well as the legal and factual grounds that Defendants have
11 asserted to defend this action. In order to fully protect the rights of all Class and Collective
12 members, Class Counsel was required to file lawsuits all over the country, against multi-billion
13 dollar energy corporations with limitless resources to defend these proceedings.

14 31. While Plaintiffs are confident in their ability to certify and successfully litigate the
15 alleged claims on the merits, Plaintiffs assert no less than six putative Rule 23 Classes, along with
16 a FLSA Collective. Off-the-clock claims are difficult to certify for class treatment, given that the
17 nature, cause, and amount of the off-the-clock work may vary based on the individualized
18 circumstances of the worker.

19 32. Moreover, Plaintiffs faced the risk that the Court would, in the end, decline to find
20 the refinery Defendants liable as joint employers. Though CertifiedSafety would still be liable in
21 the event of a favorable outcome for Plaintiffs, a finding that the refinery Defendants are joint
22 employers would ensure that the Class Members would be able to obtain full recovery, particularly
23 in the event of a large award. Though Plaintiffs have filed pleadings alleging claims of liability
24 against refinery Defendants on a joint employer basis, the issue would be heavily contested at
25 summary judgment and/or trial(s). If refinery Defendants are found not to be a joint employer, the
26 value of the case would be lessened.

27 33. Plaintiffs, Class Members, and their counsel faced all of these risks, and others,
28 many of which could have resulted in no recovery. Class Counsel's perseverance in pursuing the

1 litigation for three years, and their commitment to developing the employees' claims and
2 maximizing the Class and Collective recovery in the face of these risks, warrant an increase in the
3 benchmark to one-third of the total recovery.

4 34. Class Counsel agreed to represent Plaintiffs on a contingency fee basis. In this case,
5 Class Counsel would not have recovered any of their fees and out-of-pocket costs had they not
6 obtained a settlement or prevailed at trial. The risks the Class Counsel undertook were real, and the
7 resources that Class Counsel dedicated to the Actions meant that such resources were not available
8 to other cases. Class Counsel's contingency risk, together with the excellent result that has been
9 achieved on behalf of the Class Members, supports the requested fees and costs.

10 35. Notices of Settlement were sent via regular mail, electronic mail, and text message to
11 2,481 Class Members on February 19, 2020. The notice period ended on April 20, 2020. Not one
12 Class Member has objected to the settlement, and not one Class Member has requested exclusion.

13 36. As reported in this Declaration and the Declaration of Edwin Aiwazian, Class
14 Counsel have spent a total of approximately 3,466 hours prosecuting this litigation since our
15 investigation first began. Class Counsel's current lodestar is approximately \$2,328,546.

16 37. The amount of fees requested by Class Counsel represents a 0.859 multiplier of the
17 current lodestar. Thus, Class Counsel request significantly less than their total lodestar amount.
18 Class Counsel anticipates follow-up work to communicate with Class Members, oversee the
19 settlement process, and attend the Final Approval Hearing, which will increase the lodestar amount
20 listed here – and which will cause the multiplier to decrease even further.

21 38. Additionally, the Settlement Agreement provides that Named Plaintiffs will receive
22 service awards in the aggregate amount of \$75,000 – \$15,000 for Plaintiffs Jones, Knight, and
23 Crummie; \$10,000 for Plaintiffs Ross and East; and \$5,000 for Plaintiffs Azevedo and Turner – to
24 be paid out of the Gross Settlement Amount for the effort and risk involved in bringing and
25 prosecuting this matter, and in addition, for their general release of all waivable claims against
26 Defendants arising out of their employment. In agreeing to serve as Class and Collective
27 representatives, Plaintiffs formally agreed to accept the responsibilities of representing the interests
28 of all Class and Collective Members. Each of these Plaintiffs worked with Class Counsel,

1 providing background information about their employment, about Defendants’ policies and
2 practices, and about the allegations in this lawsuit. Each Plaintiff was subject to written discovery
3 and depositions, and indeed, Plaintiffs Jones, Knight, and Crummie were deposed by
4 CertifiedSafety. Each Plaintiff risked their reputation in the community and their field of
5 employment in order to prosecute this case on behalf of the Classes and Collective; as Named
6 Plaintiffs, their involvement is plainly visible in the public record. The service awards to these
7 Plaintiffs are to be paid in addition to their recovery as Class Members. They are justified by the
8 considerable efforts expended by Plaintiffs, by the significant risks they took in standing up to
9 represent the interests of their fellow employees, by the general release to which they have agreed,
10 and by the critical role that they played in making this Settlement a reality.

11 **SWCK’S LODESTAR**

12 39. As discussed above, Class Counsel spent significant time and resources reaching this
13 Settlement. I have reviewed my firm’s billing records in this case, and a true and correct summary
14 SWCK’s billing is attached hereto as **Exhibit A**. The hourly rates are the usual and customary
15 2020 rates for each individual in all of our cases.

16 40. Due to the amount of privileged information contained in SWCK’s actual hourly
17 billing records, those detailed records are not attached here, but can easily be provided for this
18 Court’s *in camera* review should the Court wish to review them.

19 41. SWCK’s hourly rates for the partners, attorneys, and professional staff are the same
20 as would be charged in non-contingent matters and/or which have been accepted and approved in
21 other recent class and collective action wage and hour litigation by this court and other federal and
22 state courts around the country. The hourly rates for this litigation team, as set forth here, were
23 recently found to be reasonable for purposes of a lodestar crosscheck by Judge Vince Chhabria in
24 *Soto, et al. v. O.C. Communications, Inc., et al.*, Case No. 3:17-cv-00251-VC, ECF 304, 305 (N.D.
25 Cal. Oct. 23, 2019) (approving a one-third fee award, and in late 2019, finding that “the fee award
26 is further supported by a lodestar crosscheck, whereby it finds that the hourly rates of Schneider
27 Wallace Cottrell Konecky Wotkyns LLP ... are reasonable, and that the estimated hours
28 expended are reasonable.”). The Orange County Superior Court also found hourly rates for this

1 litigation team, as set forth here, to be reasonable for purposes of a lodestar crosscheck on January
 2 31, 2020 in *El Pollo Loco Wage and Hour Cases*, Case No. JCCP 4957, Orange County Superior
 3 Court, order dated January 31, 2020. The Sacramento Superior Court also granted final approval of
 4 a class action settlement and SWCK's fee request pursuant to a lodestar crosscheck that
 5 incorporated the exact rates set forth here. *Manni v. Eugene N. Gordon, Inc. d/b/a La-Z-Boy*
 6 *Furniture Galleries*, Case No. 34-2017-00223592, Sacramento Superior Court, order dated
 7 September 5, 2019. In *Shaw, et al. v. AMN Services, LLC, et al.*, No. 3:16-cv-02816, ECF 167
 8 (N.D. Cal. May 31, 2019), the Court conducted a lodestar cross check and held that "the hourly
 9 rates charged by [SWCK] are within the prevailing range of hourly rates charged by attorneys
 10 providing similar services in class action, wage-and-hour cases in California." The Court further
 11 held that the "hourly rates of Class Counsel [SWCK] also have consistently and recently been
 12 approved as reasonable by the courts." Other approvals of SWCK's hourly rates include: *Knapp v.*
 13 *Art.com, Inc.*, No. 3:16-cv-00768-WHO, ECF 89 (N.D. Cal. October 24, 2018); *Villalpando v.*
 14 *Exel Direct Inc.*, 2016 WL 7740854, at *1 (N.D. Cal. Dec. 12, 2016); *Winans v. Emeritus Corp.*,
 15 2016 WL 107574, at *8 (N.D. Cal. Jan. 11, 2016); *Carnes v. Atria Senior Living Inc.*, Case No. 14-
 16 cv-02727-VC, ECF 115, at 4-5 (N.D. Cal. July 12, 2016); *Meza v. S.S. Skikos, Inc.*, Case No. 3:15-
 17 cv-01889-TEH, ECF 58, at 4 (N.D. Cal. May 25, 2016).

SUMMARY OF WORK PERFORMED BY SWCK

19 42. I am the lead partner at SWCK with respect to these Actions, and I actively litigated
 20 this case. In particular, I developed and implemented case strategy and tactics; drafted, reviewed
 21 and edited complaints, briefing, and other court filings; appeared at hearings and argued law and
 22 motion matters; developed and implemented discovery strategy, and handled extensive meet and
 23 confer with opposing counsel; reviewed voluminous documents; oversaw class outreach efforts;
 24 took depositions of the Rule 30(b)(6) witness; appeared at mediations, drafted and edited
 25 mediation statements; negotiated the terms of the settlement agreement; and drafted, reviewed, and
 26 edited the settlement approval motions. Moreover, I directed the work of the other attorneys at my
 27 firm, worked with Co-Counsel to coordinate the efforts of both firms, and conducted legal analysis
 28 at each stage of the litigation.

1 43. Below, I provide a summary description of the work performed by SWCK's other
2 lead attorneys on this case.

3 44. David C. Leimbach is the primary senior associate on this matter. Mr. Leimbach has
4 worked on this case in all capacities, with particular focus on development of case strategy,
5 drafting and editing complaints, motions and supporting briefing, handling discovery meet and
6 confer communications, defending depositions, and drafting and editing mediation briefing.

7 45. Michelle S. Lim is an associate at SWCK. Ms. Lim assisted Plaintiffs' efforts in
8 advance of and during the first mediation, by way of drafting the damages analysis, conducting
9 outreach efforts, and providing logistical support. Ms. Lim researched, drafted, and edited
10 motions, including Plaintiff Jones' Opposition to Defendant's Motion to Strike and Plaintiffs'
11 Oppositions to Defendants' Motions to Dismiss; and provided support during litigation throughout
12 this case. Ms. Lim was also extensively involved in analyzing CertifiedSafety's discovery
13 responses, meet and confer efforts with CertifiedSafety's counsel, and in the preparation for the
14 deposition of CertifiedSafety's Rule 30(b)(6) witness and for the depositions of Plaintiffs Jones
15 and Knight.

16 46. Scott L. Gordon is an associate at SWCK. Mr. Gordon drafted and edited motions,
17 briefs, pleadings, and other case filings, drafted the second mediation brief and performed the
18 damages analysis for the second mediation, reviewed and edited the Settlement, conducted an
19 analysis to develop Workweek weightings, drafted the Notices of Settlement, drafted the
20 preliminary approval motion, assisted with arguing the preliminary approval motion, and drafted
21 the final approval motion and fee motion. Mr. Gordon also solicited bids from settlement
22 administrators, oversaw the selected administrator's handling of the class notice process to date,
23 and answered questions from Class Members following the dissemination of the class notice.

24 47. Moises Jrade was an outreach associate at SWCK. Mr. Jrade handled dozens of
25 interviews with Class and Collective Members in the Actions, and performed related analysis to
26 identify potential plaintiffs and claims.

27 48. The other attorneys on this case were primarily involved in class outreach efforts,
28 document review, and various research assignments. SWCK attorneys completed over 200 intakes

1 with Class and Collective Members, drafted dozens of declarations from Class and Collective
2 Members, and performed extensive document review.

3 49. All of the work described above was reasonable and necessary to the prosecution and
4 settlement of this case. Class Counsel conducted an extensive factual investigation and engaged in
5 significant motion practice during the prosecution of this action. Through this comprehensive
6 evaluation of the facts and law, Class Counsel was able to settle this case for a substantial sum.
7 Class Counsel achieved this result in a very timely fashion, providing members of the Settlement
8 Class with substantial and certain relief much sooner than if litigation continued in this matter.

9 50. The Settlement reached with Defendant, as a result of two separate mediations,
10 involves complex provisions that are specific to wage and hour litigation. The Settlement and the
11 result achieved are a reflection of Class Counsel's skill and experience. The Settlement provides
12 members of the Class with substantial benefits without having to wait for years of drawn-out
13 litigation. Based upon the foregoing reasons, Class Counsel respectfully requests that this motion
14 be granted.

15 51. As part of the negotiations that led to the Settlement, Defendant agreed not to object
16 to an award of 35% of the Gross Settlement Amount of \$6,000,000 for attorneys' fees, plus
17 reasonable costs.

18 52. To date, no Class Member has objected to the request for attorneys' fees. The Class
19 Members were informed in the Notices of Settlement that Class Counsel could request up to 35%
20 of the Gross Settlement Amount for attorneys' fees.

21 **SWCK'S EXPENSES**

22 53. This litigation required my firm to advance costs. Because the risk of advancing
23 costs in this type of litigation is significant, doing so is often prohibitive to many attorneys.

24 54. As of April 23, 2020, my firm expended \$47,899.32 in costs to prosecute these
25 Actions. A true and correct breakdown of the costs is attached hereto as **Exhibit B**.

26 55. The expenses incurred pertaining to these Actions are reflected in the books and
27 records of this firm. These books and records are prepared from invoices, expense vouchers and
28 check records and are an accurate record of the expenses incurred. All of these expenses were

1 reasonable and necessary for the successful prosecution of this case, and pursuant to the terms of
2 the Settlement, Defendant does not object to the request for costs. Further, to date, no Class
3 Member has objected to the request for costs (listed on the Notice as “not to exceed \$70,000”).

4 56. I am informed that LFJPC’s costs total \$12,498.41. The combined costs of SWCK
5 and LFJPC total \$60,397.73.

6

7

8 I declare under penalty of perjury under the laws of the United States that the foregoing is
9 true and correct. Executed on this 23rd day of April, 2020 in Emeryville, California.

10

11

/s/ Carolyn Hunt Cottrell
Carolyn Hunt Cottrell

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Exhibit A

Name	Rate	Jones I	Ross	Jones II	Jones III	Jones IV	East	Jones V	Total hours	Fee
Carolyn Cottrell	\$925.00	183.6	11.8	0.8	0.6	0.3	0.3	0.9	198.3	\$183,427.50
Travis Close	\$680.00	8.6					0.4		9	\$6,120.00
Nicole Coon	\$675.00	11.1							11.1	\$7,492.50
Ori Edelstein	\$800.00	0.4			1.7	2.9			5	\$4,000.00
John Gaudette	\$600.00	21.1							21.1	\$12,660.00
Scott Gordon	\$680.00	353.1	14.9	3.3	0.4		9		380.7	\$258,876.00
William Hogg	\$775.00	2.3							2.3	\$1,782.50
Mark Johnson	\$875.00	0.1							0.1	\$87.50
Moises Jrade	\$680.00	399.8	57.3	2.25	2.35	2.55	1.5		465.75	\$316,710.00
Mira Karageorge	\$675.00	27.1							27.1	\$18,292.50
Shalini Ketagoda	\$600.00	33.5							33.5	\$20,100.00
Jason Kim	\$925.00	0.3							0.3	\$277.50
Keenan Klein	\$675.00	0.2							0.2	\$135.00
Abigail Laudick	\$680.00	10.3							10.3	\$7,004.00
David Leimbach	\$800.00	347.8	61.6	7.5	3.1	4.7	1.8	4.7	431.2	\$344,960.00
Michelle Lim	\$680.00	409.1	76.5	9.6	5.1	5.6	19.8	8	533.7	\$362,916.00
Melissa Raffalow	\$600.00	6.1							6.1	\$3,660.00
Justin Schultz	\$600.00	19.7							19.7	\$11,820.00
Total Attorneys		1834.2	222.1	23.45	13.25	16.05	32.8	13.6	2155.45	\$1,560,321.00
Thomas Barnett	\$350.00	178.7	6.4	0.3			1		186.4	\$65,240.00
Michelle Burch	\$300.00	16.1							16.1	\$4,830.00
Lourdes Castro	\$250.00	91.6	43.4			1.3			136.3	\$34,075.00
Elizabeth Cheung	\$250.00	16.4							16.4	\$4,100.00
Laurel Cinti	\$150.00	1.2							1.2	\$180.00
Shannon Crossley	\$300.00	3.9							3.9	\$1,170.00
Linda Currid	\$300.00	9		1.35	1	0.8	1.3	1.15	14.6	\$4,380.00
Rosalind Easter	\$300.00	24.8							24.8	\$7,440.00
Eugenia Gueorogueieva	\$300.00	13.5	0.8						14.3	\$4,290.00
Lisa Guthrie	\$300.00	2.4					0.5		2.9	\$870.00
Sam Marks	\$300.00	8	0.3						8.3	\$2,490.00
Tracey McClain	\$400.00	9.6	1.9						11.5	\$4,600.00
Jennifer Perez	\$300.00	36	25.5	4.4	5	4.8	4.6	4.4	84.7	\$25,410.00
Sarah Price	\$250.00	1.2							1.2	\$300.00
Alma Pulido	\$250.00	0.1							0.1	\$25.00

Brianda Rodriguez	\$350.00	36.55				0.95		0.2		37.7	\$13,195.00
Lauren Roseman	\$300.00	47.8								47.8	\$14,340.00
Tyler Smith	\$300.00	1.7								1.7	\$510.00
Emma Sturdevant	\$200.00	3.6	0.3	1	0.9	0.9	0.4	0.8		7.9	\$1,580.00
Christopher Walker	\$250.00	1.8						0.3		2.1	\$525.00
Kelle Winter	\$300.00	0.6								0.6	\$180.00
Total Staff		504.55	78.6	7.05	6.9	8.75	7.8	6.85		620.5	\$189,730.00
Overall Total		2338.75	300.7	30.5	20.15	24.8	40.6	20.45		2775.95	\$1,750,051.00

Exhibit B

**CASE COSTS****Certified Safety - All Cases****Matter No. (Several)****Date: 04/20/20**

NAME	DATE	VENDOR	DESCRIPTION	AMOUNT
101523	03/14/2019	USDC ND CA	Filing fee for new case: Jones v. Phillips 66 Company	\$ 400.00
101523	08/05/2019	Pacer	Document retrieval / legal research Q2 2019	\$ 2.80
101523	11/08/2019	Pacer	Document retrieval / legal research Q3 2019	\$ 0.10
101523 - Jones, Harold v. CertifiedSafety Total				\$ 402.90
101522	03/14/2019	USDC ND CA	Filing fee for new case: Jones v. Citgo Petroleum Corp, et al.	\$ 400.00
101522	10/15/2019	Pacer	Document retrieval / legal research Q3 2019	\$ 0.10
101522 - Jones, Harold v. CertifiedSafety Total				\$ 400.10
101521	10/15/2019	Pacer	Document retrieval / legal research Q3 2019	\$ 0.20
101521 - Jones, Harold v. CertifiedSafety Total				\$ 0.20
101520	03/18/2019	USDC ND CA	Filing fee for new case: East v. United Refining Company related 101323	\$ 400.00
101520	08/05/2019	Pacer	Document retrieval / legal research Q2 2019	\$ 0.20
101520	10/15/2019	Pacer	Document retrieval / legal research Q3 2019	\$ 0.60
101520 - East, Michael v. CertifiedSafety Total				\$ 400.80
101473	07/11/2018	PAGA	Ross, Marcellous v. CertifiedSaf	\$ 75.00
101473	07/19/2018	USDC Central Dist. of CA	Filing fee	\$ 400.00
101473	07/25/2018	One Legal LLC	Class and Collective Action Complaint, Summons	\$ 40.00
101473	07/25/2018	One Legal LLC	Class And Collective Action Complaint, Summons In A Civil Action, Civil Cover Sheet	\$ 40.00
101473	07/25/2018	One Legal LLC	Class And Collective Action Complaint, Summons In A Civil Action, Civil Cover Sheet	\$ 40.00
101473	07/25/2018	One Legal LLC	Class and Collective Action Complaint, Summons -	\$ 40.00
101473	08/02/2018	One Legal LLC	Complaint, Summons, Civil Case Coversheet	\$ 140.00
101473	08/10/2018	FedEx	to M. Ross	\$ 14.66
101473	11/02/2018	One Legal LLC	Notice of Lodging, Exhibit A, Exhibit B	\$ 127.00
101473	11/07/2018	Pacer	Document retrieval / legal research Q3 2018	\$ 14.80
101473	11/15/2018	Pacer	Document retrieval / legal research Q3 2018	\$ 0.20
101473	11/22/2018	One Legal LLC	Complaint, Notice, Memorandum of Points & Authorities, Declaration, Exhibits,	\$ 90.00
101473	11/27/2018	Columbini, Joan	Transcript of FTR proceedings before Honorabel Haywood S. Gilliam October 23, 2018	\$ 19.20
101473	11/30/2018	Patatas	The team's dinner order for working late	\$ 86.12
101473	01/01/2019	West Payment Center (4005)	Research 12/01 - 12/31/18	\$ 72.77
101473	01/09/2019		To reclass postage to case costs	\$ 24.57
101473	01/19/2019	One Legal LLC	Joint Case Management Statement and Proposed Order, Certificate of Service	\$ 94.50
101473	02/01/2019	West Payment Center (4005)	Research 01/01 - 01/31/19	\$ 56.46
101473	02/05/2019	Pacer	Document retrieval / legal research Q4 2018	\$ 10.10
101473	02/08/2019	Pacer	Document retrieval / legal research QTR 4 2018	\$ 0.70
101473	05/01/2019	West Payment Center (4005)	Research 04/01 - 04/30/19	\$ 377.37
101473	05/01/2019	West Payment Center (4005)	Research 04/01 - 04/30/19	\$ 55.41
101473	05/06/2019	Pacer	Document retrieval / legal research Q1 2019	\$ 23.80
101473	05/09/2019	Pacer	Document retrieval / legal research Q 2019	\$ 0.30
101473	08/05/2019	Pacer	Document retrieval / legal research Q2 2019	\$ 22.30
101473	10/15/2019	Pacer	Document retrieval / legal research Q3 2019	\$ 12.10
101473	04/20/2020	Postage	To reclass postage to case costs	\$ 10.76
101473	04/20/2020	CopyTrak	Copies and Printing	\$ 387.00
101473 - Ross, Marcellous v. CertifiedSaf Total				\$ 2,275.12
101516	03/18/2019	USDC ND CA	Filing fee for new case: Jones v. Shell Oil Company, related to 101323	\$ 400.00
101516	03/27/2019	One Legal LLC	Civil Case Cover Sheet, Complaint	\$ 45.75
101516	03/28/2019	One Legal LLC	Company Serve - CertifiedSafety, Inc.	\$ 40.00
101516	03/28/2019	One Legal LLC	Company Serve - Shell Oil Company	\$ 40.00
101516	04/03/2019	One Legal LLC	Motion, Declaration, Exhibit A to Declaration, Exhibit B to Declaration, Exhibit	\$ 164.50

**CASE COSTS****Certified Safety - All Cases****Matter No. (Several)****Date: 04/20/20**

NAME	DATE	VENDOR	DESCRIPTION	AMOUNT
101516	04/04/2019	One Legal LLC	Complaint (ECF 1), Civil Cover Sheet (ECF 1-1), Summons (ECF 5), Order Setting	\$ 75.00
101516	10/15/2019	Pacer	Document retrieval / legal research Q3 2019	\$ 0.20
101516 - Jones, Harold v. CertifiedSafety Total				\$ 765.45
101323	12/21/2016	Dept. of Industrial Relations	PAGA Claim for Harold Jones	\$ 75.00
101323	03/01/2017	West Payment Center (4005)	Research 02/01 - 02/28/17	\$ 75.36
101323	05/06/2017	One Legal LLC	Serve Certified Safety Inc.	\$ 39.95
101323	06/01/2017	West Payment Center (4005)	Resarch 05/01 - 05/31/17	\$ 7.16
101323	07/01/2017	West Payment Center (4005)	Research 06/01 - 06/30/17	\$ 135.48
101323	08/01/2017	West Payment Center (4005)	Research 07/01 - 07/31/17	\$ 62.51
101323	08/07/2017	Jeffrey A. Ross	SWCKW share of fee for 1/23/18 Mediation	\$ 6,000.00
101323	08/09/2017	Western Messenger Service, Ir	to USDC	\$ 68.05
101323	09/01/2017	West Payment Center (4005)	Research 08/01 - 08/31/17	\$ 262.32
101323	09/01/2017	West Payment Center (4005)	Research 08/01 - 08/31/17	\$ 321.79
101323	10/11/2017	One Legal LLC	Updated joint CMC stmt	\$ 82.90
101323	10/25/2017	One Legal LLC	Stip & Proposed Order for Conditional Cert of Collective	\$ 27.95
101323	11/04/2017	Pacer	Document retrieval / legal research Q3 2017	\$ 37.50
101323	12/20/2017	One Legal LLC	P's motion for admin relief	\$ 82.90
101323	01/05/2018	Dahl Administration, LLC	Services through November 2017	\$ 2,713.58
101323	01/10/2018	South West Airlines	G. Knight to and from depo	\$ 441.96
101323	01/10/2018	South West Airlines	CHC to Hines depo	\$ 1,135.96
101323	01/10/2018	TVLINC	Jones, Harold v. CertifiedSafety	\$ 8.00
101323	01/11/2018	ExecuCar	G. Knight to LAX	\$ 165.20
101323	01/11/2018	ExecuCar	G. Knight from LAX to home	\$ 165.20
101323	01/11/2018	TVLINC	Jones, Harold v. CertifiedSafety	\$ 8.00
101323	01/16/2018	Hilton Garden Inn	G. Knight for depo	\$ 168.83
101323	01/19/2018	Meridien Hotels	CHC for S. Hines depo	\$ 378.22
101323	01/29/2018	Dahl Administration, LLC	Services through Dec 2017	\$ 4,088.26
101323	01/30/2018	Epiq Court Reporting	Tierre Crummie depo transcript	\$ 832.30
101323	01/31/2018	Karageorge, Mira P. (Vendor)	Parking - Case Related:Attend Depo (Crummie):Parking Garage	\$ 24.00
101323	01/31/2018	Lim, Michelle (Vendor)	Parking - Case Related:attend mediation:Diamond Parking Services	\$ 24.00
101323	01/31/2018	Lim, Michelle (Vendor)	Taxi - Case Related:client travel to airport:Lift	\$ 25.41
101323	01/31/2018	Lim, Michelle (Vendor)	Lunch - Case Related:Food for staff, attorneys:Ike's Love and Sandwiches	\$ 61.67
101323	01/31/2018	Lim, Michelle (Vendor)	Lunch - Case Related:Outreach and Deposition Prep:Ike's Love&Sandwiches	\$ 54.19
101323	01/31/2018	TSG Reporting, Inc.	Steve Hines transcript	\$ 1,598.25
101323	01/31/2018	TSG Reporting, Inc.	Steve Hines vdieograph	\$ 942.50
101323	02/01/2018	West Payment Center (4005)	Research 01/01 - 01/31/18	\$ 455.36
101323	02/03/2018	One Legal LLC	Case mgmt stmt	\$ 90.00
101323	02/09/2018	One Legal LLC	Stipulation, Exhibits	\$ 90.00
101323	02/10/2018	One Legal LLC	Amended complaint	\$ 30.00
101323	02/19/2018	Epiq Court Reporting	01/15/18 Depo Transcript Processing Fee (G. Knight/H. Jones)	\$ 10.00
101323	02/19/2018	Epiq Court Reporting	01/15/18 Genea Knight Deposition Transcript	\$ 379.80
101323	02/19/2018	Epiq Court Reporting	01/15/18 Harold Jones III Deposition Transcript	\$ 675.20
101323	02/27/2018	JND eDiscovery LLC	Monthly Hosting Feb 2018	\$ 90.00
101323	02/27/2018	JND eDiscovery LLC	Monthly Hosting Feb 2018	\$ 360.00
101323	03/01/2018	West Payment Center (4005)	Research 02/01 - 02/28/18	\$ 8.27
101323	03/06/2018	Dahl Administration, LLC	Services through Jan. 2018	\$ 3,093.24
101323	03/06/2018	One Legal LLC	P's Response to D's Motion	\$ 30.00

**CASE COSTS****Certified Safety - All Cases****Matter No. (Severall)****Date: 04/20/20**

NAME	DATE	VENDOR	DESCRIPTION	AMOUNT
101323	03/17/2018	One Legal LLC	Sumons & Complaint	\$ 140.00
101323	03/30/2018	JND eDiscovery LLC	Monthly Hosting Mar 2018	\$ 81.30
101323	03/30/2018	JND eDiscovery LLC	Monthly Hosting Mar 2018	\$ 4.58
101323	03/30/2018	One Legal LLC	P's opp to D's motion	\$ 90.00
101323	04/04/2018	Dahl Administration, LLC	Services through Feb. 2018	\$ 143.24
101323	04/27/2018	JND eDiscovery LLC	Monthly Hosting Apr 2018	\$ 4.58
101323	04/27/2018	JND eDiscovery LLC	Monthly Hosting Apr 2018	\$ 81.30
101323	05/01/2018	West Payment Center (4005)	Research 04/01 - 04/30/18	\$ 186.30
101323	05/08/2018	Pacer	Document retrieval / legal research Q1 2018	\$ 1.70
101323	05/31/2018	JND eDiscovery LLC	Monthly Hosting May 2018	\$ 85.88
101323	05/31/2018	JND eDiscovery LLC	Monthly Hosting May 2018	\$ 81.30
101323	06/05/2018	One Legal LLC	Reply in support of motion	\$ 90.00
101323	06/06/2018	One Legal LLC	Reply in support of motion	\$ 30.00
101323	06/28/2018	JND eDiscovery LLC	Monthly hosting June 2018	\$ 4.58
101323	06/28/2018	JND eDiscovery LLC	Monthly hosting June 2018	\$ 81.30
101323	07/01/2018	West Payment Center (4005)	Research 06/01 - 06/30/18	\$ 39.48
101323	07/31/2018	JND eDiscovery LLC	Monthly Hosting July2018	\$ 5.58
101323	07/31/2018	JND eDiscovery LLC	Monthly Hosting July2018	\$ 99.05
101323	08/07/2018	Pacer	Document retrieval / legal research Q2 2018	\$ 20.50
101323	08/07/2018	Pacer	Document retrieval / legal research Q2 2018	\$ 0.90
101323	08/09/2018	Pacer	Document retrieval / legal research Q2 2018	\$ 8.60
101323	08/28/2018	JND eDiscovery LLC	Monthly Hosting Aug 2018	\$ 5.58
101323	08/28/2018	JND eDiscovery LLC	Monthly Hosting Aug 2018	\$ 99.05
101323	09/28/2018	JND eDiscovery LLC	Monthly Hosting Sep 2018	\$ 5.58
101323	09/28/2018	JND eDiscovery LLC	Monthly Hosting Sep 2018	\$ 99.05
101323	10/31/2018	JND eDiscovery LLC	Monthly Hosting Oct 2018	\$ 5.58
101323	10/31/2018	JND eDiscovery LLC	Monthly Hosting Oct 2018	\$ 99.05
101323	11/02/2018	One Legal LLC	Notice and Administrative Motion to Relate Cases etc.	\$ 90.00
101323	11/07/2018	Pacer	Document retrieval / legal research Q3 2018	\$ 8.60
101323	11/07/2018	Western Messenger Service, Ir	to USDC	\$ 44.36
101323	11/15/2018	Cottrell, Carolyn (Vendor)	Court Fees / Filing Fees - Case Related:Court Fees:Clerk09, Dept. 13	\$ 25.88
101323	11/15/2018	Cottrell, Carolyn (Vendor)	Parking - Case Related:Parking at Mediation:Douglas Parking	\$ 15.00
101323	11/15/2018	Pacer	Document retrieval / legal research Q3 2018	\$ 6.90
101323	11/30/2018	JND eDiscovery LLC	Monthly Hosting Nov 2018	\$ 5.58
101323	11/30/2018	JND eDiscovery LLC	Monthly Hosting Nov 2018	\$ 99.05
101323	12/29/2018	JND eDiscovery LLC	Monthly Hosting Dec 2018	\$ 5.58
101323	12/29/2018	JND eDiscovery LLC	Monthly Hosting Dec 2018	\$ 99.05
101323	01/01/2019	One Legal LLC	Reply iso Mtn for Leave to Amend to File TACC, Declaration of David C. Leimbach	\$ 90.00
101323	01/09/2019		To reclass postage to case costs	\$ 82.99
101323	01/19/2019	One Legal LLC	Joint Case Management Statement and Proposed Order, Certificate of Service	\$ 94.75
101323	01/31/2019	Cottrell, Carolyn (Vendor)	Mileage (Personal Vehicle) - Case Related:30(b)(6) Deposition	\$ 37.45
101323	01/31/2019	Cottrell, Carolyn (Vendor)	Internet/Online Fees - Case Related:30(b)(6) Deposition:Southwest Airlines	\$ 8.00
101323	01/31/2019	Cottrell, Carolyn (Vendor)	Internet/Online Fees - Case Related:30(b)(6) Deposition:Southwest Airlines	\$ 8.00
101323	01/31/2019	Cottrell, Carolyn (Vendor)	Mileage (Personal Vehicle) - Case Related:Mediation with Jeff Ross	\$ 5.35
101323	01/31/2019	Cottrell, Carolyn (Vendor)	Internet/Online Fees - Case Related:30(b)(6) Deposition:Southwest Airlines	\$ 8.00
101323	01/31/2019	Cottrell, Carolyn (Vendor)	Taxi - Case Related:30(b)(6) Deposition:Taxi	\$ 50.00
101323	01/31/2019	Cottrell, Carolyn (Vendor)	Parking - Case Related:30(b)(6) Deposition:Airport Parking	\$ 72.00

**CASE COSTS****Certified Safety - All Cases****Matter No. (Several)****Date: 04/20/20**

NAME	DATE	VENDOR	DESCRIPTION	AMOUNT
101323	01/31/2019	JND eDiscovery LLC	Monthly Hosting Jan 2019	\$ 5.58
101323	01/31/2019	JND eDiscovery LLC	Monthly Hosting Jan 2019	\$ 99.05
101323	02/01/2019	West Payment Center (4005)	Research 01/01 - 01/31/19	\$ 12.43
101323	02/05/2019	Pacer	Document retrieval / legal research Q4 2018	\$ 27.20
101323	02/08/2019	Pacer	Document retrieval / legal research QTR 4 2018	\$ 5.90
101323	02/28/2019	JND eDiscovery LLC	Monthly Hosting Feb 2019	\$ 5.58
101323	02/28/2019	JND eDiscovery LLC	Monthly Hosting Feb 2019	\$ 99.05
101323	03/05/2019	Carolyn Cottrell	Mileage	\$ 5.35
101323	03/05/2019	Carolyn Cottrell	Mileage	\$ 37.45
101323	03/05/2019	Carolyn Cottrell	Internet	\$ 8.00
101323	03/05/2019	Carolyn Cottrell	Taxi	\$ 50.00
101323	03/05/2019	Carolyn Cottrell	Parking	\$ 72.00
101323	03/05/2019	Carolyn Cottrell	Internet	\$ 8.00
101323	03/05/2019	Carolyn Cottrell	Internet	\$ 8.00
101323	03/12/2019	USDC ND CA	Filing fee Jones, Harold v. CertifiedSafety (Tesoro)	\$ 400.00
101323	03/14/2019	PA BCCO Corp Fee	Pulling the corporate filing for one of the named Defendants, United Refining Company	\$ 39.00
101323	03/15/2019	Leimbach, David (Vendor)	Parking - Case Related:conference:Civic center	\$ 18.00
101323	03/15/2019	Leimbach, David (Vendor)	Parking - Case Related:Hearing on P's MTN:Civic Center	\$ 21.00
101323	03/26/2019	One Legal LLC	Civil Case Cover Sheet, Complaint	\$ 42.25
101323	03/27/2019	One Legal LLC	Civil Case Cover Sheet, Complaint	\$ 74.25
101323	03/27/2019	One Legal LLC	Civil Case Cover Sheet, Complaint	\$ 44.75
101323	03/27/2019	One Legal LLC	Civil Case Cover Sheet, Complaint	\$ 39.75
101323	03/28/2019	One Legal LLC	Company Serve - Citgo Petroleum Corporation	\$ 40.00
101323	03/28/2019	One Legal LLC	Company Serve - CertifiedSafety, Inc.	\$ 40.00
101323	03/28/2019	One Legal LLC	Company Serve - CertifiedSafety, Inc.	\$ 40.00
101323	03/29/2019	JND eDiscovery LLC	Monthly Hosting Mar 2019	\$ 5.58
101323	03/29/2019	JND eDiscovery LLC	Monthly Hosting Mar 2019	\$ 99.05
101323	03/29/2019	One Legal LLC	Company Serve - Phillips 66 Company	\$ 40.00
101323	04/01/2019	West Payment Center (4005)	Research 03/01 - 03/31/19	\$ 38.43
101323	04/02/2019	One Legal LLC	Substitute Service-Company - United Refining Company	\$ 213.75
101323	04/02/2019	One Legal LLC	Complaint, Civil Cover Sheet, Summons	\$ 40.00
101323	04/03/2019	One Legal LLC	Administrative Motion, Declaration of DCL in support of Administrative Motion, Exhibit	\$ 164.50
101323	04/03/2019	One Legal LLC	Administrative Motion, Declaration of DCL in support of Administrative Motion, Exhibit	\$ 164.50
101323	04/03/2019	One Legal LLC	Administrative Motion, Declaration of DCL in support of Administrative Motion, Exhibit	\$ 164.50
101323	04/03/2019	One Legal LLC	Administrative Motion, Declaration of DCL in support of Administrative Motion, Exhibit	\$ 164.50
101323	04/04/2019	One Legal LLC	Company Serve - CertifiedSafety, Inc.	\$ 40.00
101323	04/04/2019	One Legal LLC	Company Serve - Tesoro Refining & Marketing Company LLC	\$ 40.00
101323	04/04/2019	One Legal LLC	Company Serve - Andeavor f/k/a Tesoro Corporation	\$ 75.00
101323	04/04/2019	One Legal LLC	Administrative Motion, Declaration of DCL in support of Administrative Motion, Exhibit	\$ 90.00
101323	04/15/2019	Paul Hastings LLP	4/23/19 Mediation (75% of P's portion)	\$ 6,750.00
101323	04/30/2019	JND eDiscovery LLC	Monthly Hosting Apr 2019	\$ 5.58
101323	04/30/2019	JND eDiscovery LLC	Monthly Hosting Apr 2019	\$ 99.05
101323	05/01/2019	West Payment Center (4005)	Research 04/01 - 04/30/19	\$ 104.93
101323	05/06/2019	Pacer	Document retrieval / legal research Q1 2019	\$ 51.30
101323	05/09/2019	Pacer	Document retrieval / legal research Q 2019	\$ 5.50
101323	05/31/2019	JND eDiscovery LLC	Monthly Hosting May 2019	\$ 5.58
101323	05/31/2019	JND eDiscovery LLC	Monthly Hosting May 2019	\$ 99.05

**CASE COSTS****Certified Safety - All Cases****Matter No. (Several)****Date: 04/20/20**

NAME	DATE	VENDOR	DESCRIPTION	AMOUNT
101323	06/30/2019	JND eDiscovery LLC	Monthly hosting - Jun 2019	\$ 104.63
101323	07/31/2019	JND eDiscovery LLC	Monthly Hosting July 2019	\$ 104.63
101323	08/05/2019	Pacer	Document retrieval / legal research Q2 2019	\$ 24.40
101323	08/07/2019	Pacer	Document retrieval / legal research Q2 2019	\$ 0.30
101323	08/08/2019	Pacer	Document retrieval / legal research Q2 2019	\$ 9.00
101323	08/31/2019	JND eDiscovery LLC	Monthly hosting - Aug 2019	\$ 104.63
101323	09/30/2019	JND eDiscovery LLC	Monthly Hosting Sep 2019	\$ 104.63
101323	10/15/2019	Pacer	Document retrieval / legal research Q3 2019	\$ 24.70
101323	10/31/2019	JND eDiscovery LLC	Monthy Hosting Oct 2019	\$ 104.63
101323	11/22/2019	FedEx	11/19/19 Fedex to Marcellous Ross from Scott Gordon	\$ 20.36
101323	11/22/2019	FedEx	11/19/19 Fedex to Michael East from Scott Gordon	\$ 20.36
101323	11/26/2019	One Legal LLC	Stipulation and Proposed Order to Amend Complaint (with Exhibit), Stipulation and Proposed	\$ 151.75
101323	11/27/2019	One Legal LLC	Certificate of Service of Proposed Settlement on LWDA	\$ 32.00
101323	11/30/2019	JND eDiscovery LLC	Monthly Hosting Nov 2019	\$ 104.63
101323	11/30/2019	West Payment Center (4005)	Research 11/01/19 - 11/30/19	\$ 57.25
101323	12/21/2019	One Legal LLC	Joint Supplemental Brief in Support of Plaintiffs' Motion for Preliminary Approval of Class and	\$ 122.25
101323	12/31/2019	JND eDiscovery LLC	Monthly Hosting - Dec 2019	\$ 104.63
101323	01/22/2020	One Legal LLC	Notice re Amendment to Settlement, Declaration of Scott Gordon, Exhibits to Gordon Declarat	\$ 109.25
101323	01/31/2020	JND eDiscovery LLC	Monthly hosting - January 2020	\$ 78.47
101323	02/29/2020	JND eDiscovery LLC	Monthly hosting - February 2020	\$ 104.63
101323	03/31/2020	JND eDiscovery LLC	Monthly hosting - March 2020	\$ 104.63
101323	04/20/2020	Copy Track	Copies and Printing	\$ 4,367.50
101323	04/20/2020	Postage	Postage	\$ 115.23
101323 - Jones, Harold v. CertifiedSafety Total				\$ 43,654.75
Grand Total				\$ 47,899.32