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7 *Counsel for Plaintiffs Ruby Mitchell and Edward J. Kelly and the Class*

8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN JOSE DIVISION**

11 RUBY MITCHELL and EDWARD J.  
12 KELLY, *individually, and on behalf of a class of*  
13 *similarly situated persons,*

14 Plaintiff,

15 vs.

16 INTERO REAL ESTATE SERVICES,

17 Defendant.

Case No. 5:18-cv-05623-BLF

**DECLARATION OF SABITA J. SONEJI IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
AWARD OF ATTORNEYS' FEES AND  
COSTS AND SERVICE AWARDS**

Date: October 20, 2022

Time: 9:00 a.m.

Place: Courtroom 3, 5th Floor

Judge: Honorable Beth Labson Freeman

1 Pursuant to Civil Local Rule 7-5, I, Sabita J. Soneji, declare as follows:

2 1. I am a partner at the law firm of Tycko & Zavareei LLP, which is co-counsel for Ruby  
3 Mitchell and Edward J. Kelly, Plaintiffs in the above-captioned action (“Plaintiffs”).

4 2. I am a member in good standing of the bars of the State of California and of  
5 Washington, DC, as well admitted to practice in the United States District Courts for the Northern  
6 District of California, Central District of California, and District of Columbia.

7 3. The facts set forth in this declaration are based in part on my personal knowledge and  
8 in part on the representations of my co-counsel at Tycko & Zavareei LLP, and I could competently  
9 testify to them if called on to do so.

10 Case Background

11 4. Before filing the original Complaint in this case, Counsel investigated the potential  
12 claims against Defendant Intero Real Estate Services (“Intero” and, together with Plaintiffs, the  
13 “Parties”). Counsel expended resources researching and developing the legal claims at issue.

14 5. Former Class Representative Ronald Chinitz filed his Class Action Complaint on  
15 September 13, 2018. *See* ECF No. 1. Intero filed its Answer on November 7, 2018. *See* ECF No. 9.

16 6. After Intero answered the original Complaint, the Parties commenced discovery.  
17 Counsel served written discovery on Intero and third parties including Mojo Dialing Solutions, LLC  
18 (“Mojo”), deposed numerous Intero real estate agents, and deposed Intero under Federal Rule of Civil  
19 Procedure 30(b)(6), and Intero served written discovery requests upon Mr. Chinitz and deposed him.

20 7. Actions by Intero, Intero real estate agents, and third-party Mojo required Class  
21 Counsel to devote a substantial amount of time seeking to ensure compliance with discovery  
22 obligations in this case.

23 8. For example, Intero’s counsel refused to accept service of document subpoenas for  
24 certain Intero real estate agents they had represented during depositions (and did not inform Class  
25 Counsel that they were declining to accept service until the close of discovery, causing Class Counsel  
26 to spend time and incur costs seeking to serve the agents individually). Class Counsel had to file a  
27 discovery dispute, and Magistrate Judge Cousins ultimately ruled in Plaintiffs’ favor. *See* ECF No. 46.

1 Those Intero agents, with new outside counsel, then filed a motion to quash the document subpoenas,  
2 which Class Counsel had to oppose, resulting in an opinion from Judge Cousins that decried this  
3 discovery “gamesmanship.” ECF No. 59. Class Counsel then successfully defended Magistrate Judge  
4 Cousin’s decision on the motion to quash when Intero and its agents sought review by this Court. *See*  
5 ECF No. 69.

6 9. Similarly, Mojo refused to produce documents reflecting calls made on its dialing  
7 platform by Intero agents, and Class Counsel were forced to file a motion to compel—originally in  
8 the District of Puerto Rico, which was then transferred to the Northern District, where Judge Cousins  
9 ruled in Plaintiffs’ favor. *See* Case No. 5:19-MC-80279, ECF Nos. 4, 12.

10 10. Also, during the course of discovery, Class Counsel discovered through their own  
11 independent research that Intero had not produced certain training videos in which its agents  
12 discussed the TCPA and Intero’s cold-calling practices. When confronted with this evidence, Intero  
13 deleted it, ultimately resulting in the permanent destruction of certain videos. Class Counsel then had  
14 to spend time litigating a Motion for Sanctions and then a Motion for Adverse Inference Jury  
15 Instructions. This Court granted the latter motion in part, requiring Intero to cooperate with Class  
16 Counsel in subpoenaing Facebook for certain information related to the deleted videos. *See* ECF No.  
17 108. Intero’s spoliation therefore required Class Counsel to spend additional time on discovery  
18 matters.

19 11. In early 2020, Mr. Chinitz filed his Motion for Class Certification. *See* ECF No. 70.  
20 Substantial briefing followed, including challenges to both Plaintiffs’ expert, Anya Verkhovskaya, as  
21 well as Intero’s experts. Class Counsel also had to file a motion when Intero filed separate opposition  
22 briefs in excess of this Court’s page limits. *See* ECF No. 100. On July 22, 2020, the Court granted the  
23 Motion for Class Certification, certified the National DNC Class and the Internal DNC Class, and  
24 rejected Intero’s challenges to Plaintiffs’ expert. *See* ECF No. 126. The Court subsequently denied  
25 Intero’s Motion for Reconsideration, after it was fully briefed. *See* ECF No. 138. Likewise, the Ninth  
26 Circuit denied Intero’s Rule 23(f) petition to which Plaintiffs also had to file a response. *See* ECF No.  
27 143. Notice was distributed to potential Class Members in December 2020, notwithstanding Intero’s

1 objections to the Notice plan. *See* ECF Nos. 151, 153.

2 12. On January 21, 2021, Plaintiffs moved for partial summary judgment on the issue of  
3 vicarious liability and on the Internal DNC Class injunctive relief claim. *See* ECF No. 157. The same  
4 day, Intero moved for summary judgment. *See* ECF No. 159. On April 12, 2021, the Court denied  
5 Intero's Motion for Summary Judgment and granted Plaintiffs' Motion for Partial Summary Judgment  
6 as to the issue of vicarious liability. *See* ECF No. 191.

7 13. On the eve of the summary judgment hearing, then-Class Representative Ronald  
8 Chinitz engaged in improper settlement negotiations with Intero without Class Counsel's knowledge.  
9 Accordingly, Counsel moved to substitute Mr. Chinitz with the current named Plaintiffs, Ruby  
10 Mitchell and Edward J. Kelly. *See* ECF No. 178. Over Intero's objections, on May 4, 2021, the Court  
11 granted the motion to substitute and appointed Ms. Mitchell and Mr. Kelly as the new Class  
12 Representatives. *See* ECF No. 210. The Court also granted an earlier motion by Intero to amend its  
13 Answer to add two new affirmative defenses. *Id.* The Court later granted Class Counsel's motion to  
14 withdraw as counsel for Mr. Chinitz. *See* ECF No. 215. The Court ordered the parties to propose a  
15 schedule for additional discovery and briefing as to the new Class Representatives and Intero's new  
16 affirmative defenses. *See* ECF No. 207. The Court adopted Plaintiffs' proposed schedule on May 6,  
17 2021. *See* ECF No. 213.

18 14. Pursuant to the new schedule, Intero filed a Motion to Dismiss the First Amended  
19 Complaint on May 18, 2021. *See* ECF No. 217. Plaintiffs opposed, and the Court denied the motion  
20 as to Plaintiffs' TCPA claims. *See* ECF No. 221.

21 15. Before and during the limited discovery period, the Parties conducted additional  
22 discovery including written discovery requests by both Plaintiffs and Intero, and depositions by Intero  
23 of both Plaintiffs. Plaintiffs also deposed a corporate representative of Intero pursuant to Rule 30(b)(6)  
24 regarding the affirmative defenses that Intero added to its amended answer. During this discovery  
25 period, Intero initiated two discovery disputes, which were denied by Magistrate Judge Cousins, and  
26 Class Counsel successfully opposed Intero's efforts to have this Court overturn Judge Cousins's  
27 rulings on the same. *See* ECF Nos. 229, 235, 245, 260

1 16. On July 26, 2021, Intero sought leave to file an additional motion for summary  
2 judgment, which the Court granted on July 30, 2021. See ECF No. 236. On August 6, 2021, Intero  
3 moved for summary judgment as to Plaintiffs' individual claims, and the Parties fully briefed the  
4 motion by August 31, 2021. On August 11, 2021, Plaintiffs moved for appointment as the class  
5 representatives, and the Parties fully briefed the motion by September 1, 2021.

6 17. Simultaneously, on August 18, 2021, Intero filed a Motion to Stay this Action Pending  
7 the Ninth Circuit's *En Banc* Ruling in *Olean Wholesale Grocery Coop., Inc. v. Bumble Bee Foods LLC*, which  
8 Plaintiffs opposed while at the same time trying to negotiate a settlement with Intero. See ECF Nos.  
9 242, 264.

10 18. Additionally, in September 2021 while the settlement discussions detailed below were  
11 ongoing, Class Counsel were actively engaged in pre-trial preparations. Class Counsel prepared drafts  
12 of the pre-trial conference statement, jury instructions, verdict form, and began drafting motions in  
13 limine. Class Counsel also exchanged proposed exhibit lists, witness lists, and revisions to the pre-trial  
14 conference statement with Intero's counsel. The pre-trial conference in this matter was scheduled for  
15 October 14, 2021, with trial set to begin on November 15, 2021. Class Counsel worked diligently on  
16 pre-trial preparations until the week of September 27, 2021—just over two weeks before the pre-trial  
17 conference—when they moved with Intero to vacate the case deadlines in light of the pending  
18 settlement.

19 Settlement Discussions

20 19. On April 1, 2021, the Court referred the Parties to Chief United States Magistrate  
21 Judge Joseph C. Spero for settlement discussions. See ECF No. 186.

22 20. On April 13, 2021, as a result of Intero's professed limited ability to pay any judgment  
23 secured at trial, Chief Magistrate Judge Spero ordered Intero to produce to Plaintiffs, for settlement  
24 purposes only, audited profit and loss statements and balance sheets for the preceding three years,  
25 along with any applicable insurance policies. See ECF Nos. 192 & 193.

26 21. In advance of the settlement conference, Intero provided to Counsel an unaudited  
27 income statement, a balance sheet, and unfiled tax returns for the preceding three years, all of which

1 provided information related to Intero’s ability to pay for a class-wide settlement. This information,  
2 which Intero has warranted in the Settlement Agreement as being “true and accurate,” shows that  
3 Intero would not even be able to afford a low eight-figure settlement. Class Counsel retained an expert  
4 to assist Plaintiffs in analyzing this data and assessing the validity of Intero’s ability-to-pay argument.  
5 Based on that data, Counsel prepared a settlement conference statement and on July 7, 2021, provided  
6 it to both Chief Magistrate Judge Spero and counsel for Intero.

7       22. On July 21, 2021, the Parties engaged in a Zoom settlement conference before Chief  
8 Magistrate Judge Spero, which Plaintiffs Ruby Mitchell and Edward J. Kelly and representatives of  
9 Intero, including CEO Brian Crane, attended. *See* ECF No. 232.

10       23. The case did not settle, and so on September 9, 2021, the Parties took part in another  
11 Zoom settlement conference before Chief Magistrate Judge Spero, which was attended by  
12 representatives of Intero, including CEO Brian Crane. *See* ECF No. 261. While the case again did not  
13 settle, by the end of the day, the parties had made progress toward agreement on the terms of the  
14 Settlement relief for the Settlement Class.

15       24. Chief Magistrate Judge Spero scheduled an additional 2.5 hour settlement conference  
16 on September 22, 2021, at which the Parties reached agreement in principle on the terms of a  
17 settlement of the entire case. *See* ECF Nos. 265 & 267.

18       25. During these various settlement conferences, the Parties did not discuss attorneys’ fees  
19 and costs, or any potential Service Awards, until we had first agreed on material terms, including the  
20 definition of the Settlement Class, the Notice Plan, and the benefits to the Settlement Class. When  
21 attorneys’ fees, costs, and Service Awards were discussed, they were discussed only insofar as the  
22 Parties agreed to a cap on the amounts that Plaintiffs may request under these categories. Intero  
23 retained its right to object to these amounts, and any amount not awarded in attorneys’ fees, costs, or  
24 Service Awards will be distributed to the Settlement Class and in no event will those monies revert to  
25 Intero.

26       26. The Parties then negotiated the precise terms of the Settlement Agreement, which was  
27 executed on October 27, 2021, and was submitted to the Court for preliminary approval. This Court

1 granted preliminary approval on April 7, 2022. *See* ECF No. 285.

2 *Role of Ruby Mitchell and Edward J. Kelly*

3 27. Plaintiffs Mitchell and Kelly assisted Class Counsel at every stage of this case once the  
4 Court approved substituting them as Class Representatives in the stead of Mr. Chinitz. Both Ms.  
5 Mitchell and Mr. Kelly spoke with counsel and assisted in the drafting of the allegations in the First  
6 Amended Complaint, and reviewed the First Amended Complaint before it was filed.

7 28. Ms. Mitchell and Mr. Kelly also assisted Class Counsel by speaking with them on  
8 multiple occasions to prepare responses to Intero's Interrogatories and reviewed the same before  
9 finalizing and submitting to Intero. Both Plaintiffs also searched their electronic and hard copy  
10 documents and produced relevant documents in response to Intero's Requests for Production.

11 29. Both Ms. Mitchell and Mr. Kelly also participated in multiple preparation sessions for  
12 their depositions, and each sat for a deposition taken by Intero's counsel.

13 30. Ms. Mitchell and Mr. Kelly also joined the Settlement Conference with Magistrate  
14 Judge Spero on July 21, 2021, and made themselves available by phone for the follow-up Settlement  
15 Conferences before Judge Spero.

16 31. Ms. Mitchell and Mr. Kelly also had multiple conversations with Class Counsel  
17 regarding trial preparation and the logistics for their anticipated appearance at trial.

18 32. Finally, Ms. Mitchell and Mr. Kelly assisted Class Counsel by reviewing and approving  
19 the Settlement Agreement before it was executed and submitted to the Court.

20 33. Throughout this process, Ms. Mitchell and Mr. Kelly remained committed to  
21 representing the interests of the Class and holding Intero to account for its alleged wrongdoing. They  
22 were active participants in the case, and the result achieved through this Settlement would not have  
23 been possible without their participation.

24 *Tycko & Zavareei's Attorneys' Fees and Costs*

25 34. Tycko & Zavareei attorneys and paralegals began working on this case prior to the  
26 first Complaint being filed on September 13, 2018. Since that time, Tycko & Zavareei attorneys and  
27 paralegals have incurred \$2,268,354.80 in unbilled fees for 3,603.5 hours of work dedicated to this



1 case. Consistent with this Court's Standing Order, a chart reflecting the hourly rates of each of the  
2 Tycko & Zavareei attorneys and paralegals who billed time to this matter, as well as a breakdown of  
3 their time spent by task, is included as **Exhibit A** to this declaration.

4 35. Tycko & Zavareei also incurred \$194,123.06 in unreimbursed litigation costs and  
5 expenses, including \$78,515.03 in expert fees, as set forth in the table included as **Exhibit B** to this  
6 declaration.

7 36. Exhibits A and B are supported by the contemporaneous time and expense records  
8 kept by Tycko & Zavareei attorneys and paralegals. I have reviewed these entries and believe the hours  
9 expended and costs incurred were reasonable and necessary to securing the result in this case. The  
10 contemporaneous detailed daily time records are regularly prepared and maintained by Tycko &  
11 Zavareei utilizing timekeeping software to which all employees have access. In my opinion, the time  
12 spent by attorneys and staff of Tycko & Zavareei was reasonable and necessary. Indeed, by  
13 prosecuting this case purely on a contingency basis and not being paid by the hour, Tycko & Zavareei  
14 attorneys and staff worked efficiently and avoided unnecessary work.

15 37. The hourly rates reflected in Exhibit A (as well as Exhibit C, discussed below) for the  
16 attorney and paralegals at Tycko & Zavareei and Bailey & Glasser LLP are our firms' 2022 rates  
17 charged as delineated by the Adjusted Laffey Matrix (<http://www.laffeymatrix.com/>), which provides  
18 market rates for attorneys working in the Washington, D.C. area. *See, e.g., DL v. Dist. of Columbia*, 924  
19 F.3d 585 (D.C. Cir. 2019) (discussing the history and basis of the Laffey matrix). Although the  
20 Adjusted Laffey Matrix is updated annually, courts have awarded attorneys' fees consistent with the  
21 Adjusted Laffey Matrix to my firm in a number of cases. *See, e.g., Kumar v. Salov North America Corp.*,  
22 No. 14-CV-2411-YGR, 2017 WL 2902898 (N.D. Cal. July 7, 2017); *Stathakos v. Columbia Sportswear Co.*,  
23 No. 15-CV-04543-YGR, 2018 WL 1710075, at \*6 (N.D. Cal. Apr. 9, 2018); *Meta v. Target Corp., et al.*,  
24 No. 14-cv-0832 (N.D. Ohio Aug. 7, 2018), Dkt. 179; *In re Think Finance, LLC, et al.*, No. 17-bk-33964  
25 (Bankr. N.D. Tex.); *Brown v. Transurban USA, Inc.*, No. 1:15CV494 (JCC/MSN), 2016 WL 6909683  
26 (E.D. Va. Sept. 29, 2016); *Small v. BOKF, N.A.*, No. 1:13-cv-01125-REB-MJW (D. Colo.); *Soule v.*  
27 *Hilton Worldwide, Inc.*, No. CV 13-00652 ACK-RLP, 2015 WL 12827769 (D. Haw. Aug. 25, 2015); *Beck*



1 *v. Test Masters Educ. Servs., Inc.*, 73 F. Supp. 3d 12 (D.D.C. 2014); *see also Mancini v. Dan P. Plute, Inc.*, 358  
2 F. App'x 886 (9th Cir. 2009); *Harris et al. v. Farmers Insurance Exchange et al.*, BC579498 (Cal. Super. Ct.,  
3 L.A. Cty. Aug. 30, 2020) (accepting Adjusted Laffey Matrix as evidence of reasonable hourly rates  
4 charged by Washington, D.C. attorneys).

5 38. The total number of hours identified in Exhibit A is based only on the hours  
6 reasonably expended to achieve an excellent result for the Settlement Class. Our firm coordinated our  
7 efforts in the litigation of this case with our co-counsel to ensure that there was no duplicative or  
8 unnecessary work. Because our firm is experienced in litigating actions of this type, we were able to  
9 efficiently divide tasks based on expertise.

10 39. Additionally, I have reviewed the detailed contemporaneous time records maintained  
11 by my co-counsel at Bailey & Glasser LLP, which reflect that Bailey & Glasser LLP has incurred  
12 \$68,457.60 in unbilled fees for 83.6 hours of attorney and paralegal time spent on this case. A chart  
13 reflecting the hourly rates of each of the Bailey & Glasser LLP attorneys and paralegals who billed  
14 time to this matter, as well as a breakdown of their time spent by task, is included as **Exhibit C** to this  
15 declaration. I have reviewed these entries and believe the hours expended were reasonable and  
16 necessary to securing the result in this case.

17 40. I anticipate that Class Counsel will devote substantial additional time to this case  
18 through its completion. Based on my experience, I estimate that the additional work in this matter will  
19 likely incur at least \$30,000 in additional lodestar, and more if there are objections. The work  
20 remaining, which is not reflected in the current lodestar, includes: (1) preparation and filing of this  
21 Motion for Award of Attorneys' Fees and Costs and Service Awards; (2) ongoing monitoring of  
22 Notice and Claims administration; (3) evaluating and responding to any objections, if received; (4)  
23 responding to inquiries from Settlement Class Members; (5) preparing the motion for final approval  
24 and supporting documents, including working with the notice administrator on necessary  
25 documentation; (6) preparing for and attending the final approval hearing; (6) overseeing the  
26 distribution of settlement funds to class members; and (7) other routine case management and  
27 settlement administration matters, including post-distribution filing.

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 1, 2022, at Sunnyvale, California

By: /s/ Sabita J. Soneji \_\_\_\_\_

Sabita J. Soneji

*Counsel for Plaintiffs Ruby Mitchell and Edward J. Kelly and the Class*

# Exhibit A

Tycko & Zavareei Attorneys

	Hassan Zavareei	Sabita Soneji	David Lawler	Kristen Simplicio	Tanya Koshy	Katherine Aizpuru	Mark Clifford	Allison Parr	V Prentice
<b>Hourly Rate</b>	\$919	\$919	\$919	\$764	\$764	\$676	\$468	\$468	\$468
<b>Investigation and Compl. Drafting</b>	6.7	1			36.8				
<b>Discovery (Fact and Expert Discovery)</b>	3.2	310		82	20.3	.2	31.7		326.7
<b>New Plaintiff Discovery</b>	3.9	20.1	.2				55.6	47.4	
<b>Motion Practice (Class Cert. and Related)</b>	54.3	198.8		228			125.3		136.7
<b>Motion Practice (Summary Judgment and Related)</b>	52.9	60		33.5		10.2	77.7	32.9	100.9
<b>Motion Practice (Re New Plaintiffs)</b>	30.4	23	8.4	.7			59.4	56.2	
<b>Motion Practice (Preliminary Approval)</b>		26.7					32		
<b>Motion Practice (All Other)</b>	16.9	36.7					143.5		26
<b>Settlement Efforts (Including all Notice and Administration)</b>	58.6	75.4		46.7	11.7		51.6	5.8	96.5
<b>Trial Preparation</b>	13.2	54					66.3	31.6	
<b>General Attorney Strategy/Discussions</b>	7.7	60.9		29.4	4.3	.8	9.7	6.1	15.3
<b>Client Communications</b>		4.4			2.9		4	4.2	1
<b>General Admin. Case Work</b>	2.3	13.2	.3	22.7	9.2		12.8	1.3	10.1
<b>TOTAL HOURS</b>	250.1	884.2	8.9	441.8	85.2	11.2	669.6	185.5	713.2
<b>TOTAL FEES</b>	\$229,841.9	\$812,579.8	\$8,179.1	\$337,535.2	\$65,092.8	\$7,571.2	\$313,372.8	\$86,814	\$333,777.6

Tycko & Zavareei Paralegals

	Aaron McReynolds	Chloe Noh	Nicole Porzenheim	Collin Hoover	Connor Rowe
<b>Hourly Rate</b>	\$208	\$208	\$208	\$208	\$208
<b>Investigation and Compl. Drafting</b>		2.5			
<b>Discovery (Fact and Expert Discovery)</b>				108.2	
<b>New Plaintiff Discovery</b>				2.5	2.9
<b>Motion Practice (Class Cert. and Related)</b>				57	
<b>Motion Practice (Summary Judgment and Related)</b>	.5		19.3	12.7	
<b>Motion Practice (Re New Plaintiffs)</b>	7.5		.6	3.5	4.3
<b>Motion Practice (Preliminary Approval)</b>					10.7
<b>Motion Practice (All Other)</b>				6.6	.4
<b>Settlement Efforts (Including all Notice and Administration)</b>				11.9	3.4
<b>Trial Preparation</b>			.4		15.8
<b>Attorney Strategy and Discussions</b>					
<b>Client Communications</b>				.8	
<b>General Admin. Case Work</b>	3	3.7	3.5	63.6	8.5
<b>TOTAL HOURS</b>	11	6.2	23.8	266.8	46
<b>TOTAL FEES</b>	\$2,288	\$1,289.6	\$4,950.4	\$55,494.4	\$9,568

Total<sup>1</sup> Tycko & Zavareei Attorney and Paralegal Hours: 3,603.5

Total Tycko & Zavareei Attorney and Paralegal Fees: \$2,268,354.80

<sup>1</sup> The above charts exclude 13.6 hours of time incurred by other Tycko & Zavareei attorneys and paralegals who provided assistance on discrete case-related projects, resulting in the exclusion of \$5,870.80 in unbilled fees from the total fee figure presented above.

# Exhibit B

**Tycko & Zavareei Litigation Costs and Expenses**

<b>Category</b>	<b>Amount</b>
<b>Filing Fees / Process Server Fees</b>	<b>\$8,443.20</b>
<b>Expert Costs</b>	<b>\$78,515.03</b>
<b>Mediation Costs</b>	<b>\$1,500.00</b>
<b>Travel, Lodging, and Meal Costs</b>	<b>\$1,532.63</b>
<b>Photocopies, Postage, and Conference Calls</b>	<b>\$1,491.65</b>
<b>Legal Research</b>	<b>\$7,131.24</b>
<b>Discovery Costs (e.g., Court Reporting, Videographer, DRE Records Research)</b>	<b>\$42,428.50</b>
<b>Class Notice Costs (First Class Notice)</b>	<b>\$50,000.00</b>
<b>Miscellaneous Costs (e.g., PACER, Courtesy Copies, Delivery Fees)</b>	<b>\$3,080.81</b>
<b>TOTAL</b>	<b>\$194,123.06</b>



# Exhibit C

Bailey & Glasser Attorneys and Paralegals

	John W. Barrett	Brian A. Glasser	Nicole C. Mayer	Patricia A. Wilson (Paralegal)	Arnold S. Mason (Paralegal)
<b>Hourly Rate</b>	\$919	\$919	\$764	\$208	\$208
<b>Investigation and Compl. Drafting</b>					
<b>Discovery (Fact and Expert Discovery)</b>					
<b>New Plaintiff Discovery</b>					
<b>Motion Practice (Class Cert. and Related)</b>					
<b>Motion Practice (Summary Judgment and Related)</b>					
<b>Motion Practice (Re New Plaintiffs)</b>					
<b>Motion Practice (Preliminary Approval)</b>	.6		3.9		.5
<b>Motion Practice (All Other)</b>					
<b>Settlement Efforts (Including all Notice and Administration)</b>	30.6	9.2	23.5		
<b>Trial Preparation</b>	3				
<b>General Attorney Strategy/Discussions</b>	5				
<b>Client Communications</b>					
<b>General Admin. Case Work</b>	2			5.3	
<b>TOTAL HOURS</b>	41.2	9.2	27.4	5.3	.5
<b>TOTAL FEES</b>	\$37,862.8	\$8,454.8	\$20,933.6	\$1,102.4	\$104

**Total Bailey & Glasser Attorney and Paralegal Hours: 83.6**

**Total Bailey & Glasser Attorney and Paralegal Fees: \$68,457.60**