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15 ***Class Counsel***

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**

18
19
20 GREY FOX, LLC, et al.,
21 Plaintiffs,
22 v.
23 PLAINS ALL AMERICAN
PIPELINE, L.P. et al.,

24
25 Defendants.

Case No. 2:16-cv-03157-PSG-JEM

**DECLARATION OF A. BARRY
CAPPELLO IN SUPPORT OF
MOTIONS FOR FINAL
SETTLEMENT APPROVAL,
PLAN OF ALLOCATION, AND
ATTORNEYS' FEES AND COSTS**

Hearing Date: September 13, 2024
Time: 1:30 p.m.
Judge: Hon. Philip S. Gutierrez
Courtroom: 6A

1 I, A. Barry Cappello, declare as follows:

2 1. I am the managing partner in the law firm of Cappello & Noël LLP,
3 and I am counsel of record for Plaintiffs and the certified class in this matter. I
4 make this Declaration of my own personal knowledge.

5 2. I submit this declaration in support of Plaintiffs’ Motion for Final
6 Approval of the Settlement, Motion for Approval of the Plan of Allocation, and
7 Petition for Award of attorneys’ fees, costs, and class representative service awards.

8 3. Since this case began in 2016 and since my appointment as Class
9 Counsel (Dkt. 100), my co-counsel, my firm and I have personally supervised and
10 directed every aspect of the prosecution and resolution of this litigation on behalf of
11 the Plaintiffs and Class.

12 4. It is my judgment that the proposed Settlement is outstanding, readily
13 meets the Rule 23 “fair, reasonable, and adequate,” standard, and is in the best
14 interest of the Class. Further, the Plan of Allocation represents a fair and equitable
15 allocation of the settlement proceeds, grounded in expert analysis developed over
16 the course of many years.

17 **A. Cappello & Noël’s Assignment and Time-Keeping Practices**

18 5. My firm litigated this case on a purely contingent basis, foregoing
19 other work in order to handle this complex matter, with no guarantee of recovery.
20 For a law firm of our small size, our dedication of such substantial efforts on a
21 contingency basis for seven years came with monumental risk and significant
22 financial burden.

23 6. All Cappello & Noël timekeepers are directed to contemporaneously
24 record work performed and to document all time to the nearest tenth of an hour.
25 Staff working under my direction and supervision audited the time records
26 supporting this fee application, to confirm their accuracy. This included removing
27 any time exclusively attributed to the individual claims on behalf of certain named
28 Plaintiffs, which are not part of this Settlement. We have also deleted hours for

1 timekeepers with fewer than 10 hours in the case, and we removed some additional
2 time as a matter of judgment. The figures do not include time incurred after July 31,
3 2024, within ten days of the submission of this declaration.

4 7. Cappello & Noël allocated work to maximize efficiency. To the extent
5 practicable, senior attorneys did not perform work that could be accomplished by
6 more junior attorneys, and attorneys did not perform work that could be completed
7 by paralegals.

8 8. Class Counsel assigned tasks depending on a number of
9 considerations, with the goal of minimizing duplication of effort. Class Counsel
10 requested and exchanged periodic time records from the three firms to monitor the
11 time and effort contributed by each firm, and to ensure that work was conducted
12 efficiently. If Class Counsel had not undertaken these efforts, the lodestar for this
13 case would have been higher.

14 **B. Cappello & Noël's Billing Rates**

15 9. The 2024 billing rates charged by Cappello & Noël in Class Counsel's
16 fee petition range from \$175 to \$1,450 per hour and fall within the range of market
17 rates charged by staff and attorneys of equivalent experience, skill, and expertise.
18 The rates reflected in Cappello & Noël's fee petition are the firm's 2024 billing
19 rates unless the attorney or support staff no longer works with Cappello & Noël,
20 then the billing rate is the rate for that individual in their final year of work with the
21 firm.

22 10. Cappello & Noël's rates are subject to annual review and increases,
23 and are set by the firm's Managing Partner, in consultation with the firm's partners
24 after a review of costs, prevailing rates, and other market indicia.

25 11. Cappello & Noël's rates are consistent with market rates in the markets
26 within which Cappello & Noël's office is located and from which this matter has
27 been handled, including the Central District of California.

28

1 12. The billing rates charged by Cappello & Noël in this Action are similar
 2 to rates that have been approved by courts in other class action cases in judicial
 3 settlement hearings. *See e.g., Gutierrez v. Amplify Energy Corp.*, No. 8:21-CV-
 4 01628 (C.D. Cal. April 24, 2023) ECF No. 726 (awarding rates contained in
 5 application, including Leila Noël’s rate of \$1,140 [Dkt. 667, Ex.2], and Co-Counsel
 6 rate of \$1,450 [Dkt. 669, p.8]), attached as Exhibit 1 to this declaration. The
 7 Honorable David O. Carter recently approved Plaintiffs’ fee petition, including the
 8 billing rates submitted by Cappello & Noël and stated, “Here, the lodestar cross-
 9 check reveals that the requested fee is eminently reasonable... [¶] Second, Class
 10 Counsel’s rates are consistent with market rates in their area.” *Id.* at 12.

11 13. Cappello & Noël’s rates have been approved and the firm has been
 12 awarded fees at its then-current rates in prior class action cases. *See, e.g., Andrews*
 13 *v. Plains All American Pipeline L.P.*, No. 15-cv-04113-PSG-JEMx (C.D. Cal. Sept
 14 21, 2022) ECF No. 977 (awarding attorneys’ fees supported by Cappello & Noël’s
 15 then-current rates between \$175 and \$1,450); *Jones v. Wells Fargo*, Case No.
 16 BC337821 (Los Angeles Superior Court, Central District, 2015 (awarding then-
 17 current attorney’s rates between \$525 and \$1075).

18 14. Additionally, Cappello & Noël’s rates are on a par with, or even
 19 below, other plaintiffs’ firms performing similar work. *See, e.g., In re Volkswagen*
 20 *“Clean Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.*, MDL No. 2672, 2017
 21 WL 1047834, at *5 (N.D. Cal. Mar. 17, 2017) (finding a lodestar cross-check
 22 supports the reasonableness of Class Counsel’s requested fees and approving
 23 partner billing rates ranging from \$275 to \$1,600).

24 15. Cappello & Noël’s rates are also comparable to those of the major
 25 national defense firms, including defense counsel in this matter. For example, a
 26 recent bankruptcy court petition shows 2024 billing rates for partners at Munger,
 27 Tolles & Olson LLP, Plains’ counsel in this matter, ranging from \$840 to \$2,270.¹

28 ¹ Second Interim and Final Fee Application of Munger, Tolles & Olson LLP as

1 16. The 2024 billing rates for Munger, Tolles paralegals ranged from \$545
2 to \$605, \$840 to \$1,235 for associates, and \$1,460 to \$2,270 for partners. *Id.*

3 17. Attached as Exhibit 3 is a true and correct summary lodestar chart for
4 timekeepers at my firm which lists: (1) the name of each Cappello & Noël
5 timekeeper who recorded time in this Action; (2) their title or position; (3) the total
6 number of hours they worked on the Action through and including July 31, 2024;
7 (4) their current billing rate; and (5) their lodestar. For attorneys or support staff
8 who no longer work with Cappello & Noël, the current billing rate is the rate for
9 that individual in their final year of work with the firm.

10 18. As reflected in Exhibit 3, the total number of professional hours
11 expended on this matter by Cappello & Noël through July 31, 2024 is 9,541.67. The
12 total lodestar for my firm for that period is \$7,737,983.50. The lodestar does not
13 reflect the work performed by Cappello & Noël on behalf the individual claims in
14 this action; the total time spent on this action by lawyers and staff at Cappello &
15 Noël has been audited, and the time spent on individual claims in this action has
16 been removed.

17 **C. Case Expenses Advanced by Cappello & Noël**

18 19. From May 6, 2016 through July 31, 2024, Cappello & Noël expended
19 \$60,489.35 in costs, expenses, and charges in order to investigate, effectively
20 prosecute and eventually settle this Action, against multiple branches of a large and
21 well-funded conglomerate. The costs and expenses advanced by Cappello & Noël
22 during the pendency of this case included: computer-based research fees; court
23 costs and filing fees; delivery fees (express delivery, service of process, postage and
24 messenger services); printing, copying, and records retrieval charges;

25
26 _____
27 *Attorneys for WeWork Inc., as reorganized Debtor at the Sole Direction of the*
28 *Special Committee of Independent Directors for (I) the Interim Period from March*
 I, 2024 Through June 11, 2024 and (II) the Final Fee Period from November 6,
 2023, Through and Including June 11, 2024, No. 23-19865, (Bankr. N.J. July 5,
 2024), ECF No. 2180, at Ex. D, attached as Exhibit 2 to this declaration.

1 telecommunications charges; and travel expenses (transportation, meals, and
2 lodging) for client meetings, depositions, court appearances, and mediation.
3 Expenses such as these are typically billed by attorneys to paying clients and were
4 reasonably and necessarily incurred. Cappello & Noël maintains appropriate back-
5 up documentation for each expense. The expenses are presented in summary form
6 “Class Costs” in Exhibit 3 to this declaration.

7 **D. Case Expenses Advanced by Co-Counsel Through the Common**
8 **Fund**

9 20. Class Counsel maintained a Common Fund for expenses incurred
10 during the course of this litigation, which was managed by Keller Rohrback, at Juli
11 Farris’ direction. See Farris Decl. ¶ 19. The three co-counsel firms all made
12 contributions to the Common Fund at periodic intervals, as costs were incurred.
13 Keller Rohrback maintained the books and records for the Common Fund and
14 disbursed monies to cover case expenses as needed. See Farris ¶ 19.

15 21. From May 6, 2016 through July 31, 2024, Class Counsel incurred
16 \$ 941,114.15 in costs, expenses, and charges paid from the Common Fund in
17 connection with the investigation, prosecution and settlement of this class case. The
18 expenses that were paid out of the Common Fund included: court reporter expenses
19 (including charges for deposition transcripts and videographers), expert witness
20 fees, and mediator charges. These are the type of expenses typically billed by
21 attorneys to paying clients and reflect the actual costs of these services. The case
22 expenses for the Common Fund are presented in summary form as “Class Common
23 Fund Costs.” See Farris Decl. ¶ 20, Ex 4.

24 22. All of these Common Fund expenses were reasonably and necessarily
25 incurred in Class Counsel’s efforts to prosecute claims on behalf of the Class. The
26 expenses incurred are commercially reasonable and are reflected on the books and
27 records of Keller Rohrback. These books and records are prepared from expense
28 vouchers, check records, and other source materials and represent an accurate

1 recordation of the expenses incurred. The Common Fund expenses here are in line
2 with expenses Class Counsel has incurred in the countless other complex class
3 action lawsuits they have successfully prosecuted.

4 23. These Common Fund expenses were advanced by Class Counsel with
5 no guarantee of recovery. As a result, Class Counsel had a strong incentive to keep
6 costs to a reasonable level and did so.

7 **E. Summary of Cappello & Noël Fees and Expenses**

8 24. In total, Cappello & Noël has invested 9,541.67 hours, \$7,737,983.50
9 in lodestar, and \$60,489.35 in costs. Together Co-lead Counsel expended an
10 additional \$941,114.15 in common costs. I expect each of these numbers will
11 increase through final settlement approval and settlement administration, meaning
12 that any multiplier that Class Counsel receive on their lodestar will continue to
13 decrease over time.

14
15 I declare under penalty of perjury under the laws of the State of California
16 that the foregoing is true and correct.

17 Executed on August 9, 2024, in Santa Barbara, California.

18
19 /s/ A. Barry Cappello

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Exhibit 1

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

PETER MOSES GUTIERREZ, JR.,
et al.,

Plaintiffs,

v.

AMPLIFY ENERGY CORP., *et al.*,

Defendants.

Case No. 8:21-CV-01628-DOC(JDEx)

**ORDER GRANTING ATTORNEYS'
FEES, EXPENSES, AND SERVICE
AWARDS UNDER RULE 23(H)**

Judge: David O. Carter
Room: 10A

1 Before the Court is a motion for attorneys’ fees, expenses, and class
2 representative service awards. The Court conducted a fairness hearing on April 24,
3 2022. Having considered the moving papers and the information provided at the
4 hearing, the Court GRANTS the motion for attorneys’ fees, costs, and Class
5 Representative service awards.

6 **I. BACKGROUND**

7 This litigation arises from an oil spill in the San Pedro Bay on or around
8 October 1, 2021. Amplify owns and operates an offshore 17.5-mile-long crude oil
9 pipeline that transports crude oil from an offshore oil platform, also owned and
10 operated by Amplify, to the Port of Long Beach. When the pipeline ruptured, oil
11 spilled into the Pacific Ocean and spread along the coast of Orange County. Dkt.
12 454 ¶¶ 1, 2, 4.

13 In the aftermath of the oil spill, and as early as October 4, 2021, certain
14 plaintiffs filed the first of many class action complaints against Amplify. On
15 December 20, 2021, this Court consolidated many of the cases into this lead case,
16 *Gutierrez, et al. v. Amplify Energy, et al.*, and administratively closed all related
17 cases. *See* Dkt. 38. The Court invited attorneys to apply for leadership positions on
18 behalf of plaintiffs and, after briefing and oral presentations to the Court, appointed
19 Wiley Aitken of Aitken* Aitken* Cohn, Stephen Larson of Larson LLP, and Lexi
20 Hazam of Lieff Cabraser Heimann & Bernstein LLP as Interim Lead Co-Counsel.
21 *Id.* at 3.

22 After this Court consolidated separately filed class actions into this lead case,
23 Interim Co-Lead Counsel filed a consolidated amended class action complaint in
24 early 2022. Dkt. 102. Plaintiffs have subsequently amended. Plaintiffs’ operative
25 pleading in this lead case is now the 110-page Second Amended Consolidated
26 Complaint (“SAC”), filed on October 4, 2022. Dkt. 454.

27 Plaintiffs brought claims against the Amplify Defendants for strict liability
28 under the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act

1 (California Code Section 8670, et seq.) and the Oil Pollution Act of 1990 (33
2 U.S.C. Section 2701, et seq.), and under the common law for ultrahazardous
3 activities. Plaintiffs also brought common law claims against the Amplify
4 Defendants for negligence, public nuisance, negligent interference with prospective
5 economic advantage, trespass, and continuing private nuisance. Finally, Plaintiffs
6 brought a claim for violation of California’s Unfair Competition Law, Cal. Bus. &
7 Prof. Code § 17200, et seq. Dkt. 454, ¶¶ 236-347.

8 The Parties then conducted substantial discovery. Following their
9 appointment, Interim Co-Lead Counsel negotiated search protocols with Amplify to
10 facilitate discovery. This process involved lengthy negotiations on ESI parameters,
11 including custodians, search terms, and non-custodial data sources. After these
12 negotiations, Plaintiffs and Amplify agreed to a Document and Electronically
13 Stored Information Production Protocol (Dkts. 96 (Stipulation) 99 (Order) and a
14 protocol for removing and preserving of portions of the damaged pipeline (Dkts.
15 119 (Amended Stipulation), 121 (Order).

16 These agreements set into motion discovery in earnest. In response to
17 comprehensive document requests, the Parties have exchanged over 360,000.
18 Interim Co-Lead Counsel was charged with reviewing and analyzing Amplify’s
19 documents, which required substantial time by counsel and consultation with
20 experts and consultants. Dkt 476-3 (Hazam Prelim. Decl.) ¶¶ 14, 25-26. These
21 documents included highly technical topics such as Shoreline Cleanup Assessment
22 Technique data relating to oil fate and data sets related to pipeline integrity. *Id.* ¶
23 25.

24 The Parties brought many disputes before the Special Master Panel (“SMP”)
25 appointed by the Court to oversee discovery. Dkt. 38, § IV. Among these disputes
26 was a dispute regarding the release of California Department Fish and Wildlife
27 (“CDFW”) historical fishing data, and a dispute regarding the scope of the releases
28 Amplify executed with claimants in its claim process pursuant to the Oil Pollution

1 Act before the SMP. Apprised of the facts of this case, the Parties then engaged in
2 settlement negotiations.

3 In advance of the mediation, Plaintiffs and Amplify prioritized discovery
4 related to damages. Plaintiffs engaged some of the same experts that survived
5 *Daubert* challenges in similar litigation, *Andrews v. Plains All American Pipeline,*
6 L.P., No. 2:15-cv-04113-PSG (C.D. Cal.), a class action lawsuit on behalf of
7 businesses and property owners harmed by the Refugio oil spill. These experts
8 include a renowned oil fate and transport expert, an expert in the field of real estate
9 damages, an economist, and a marine scientist, who submitted confidential
10 preliminary reports for purposes of the mediation to support Plaintiffs' claims and
11 damages. *See* Dkt. 476-3 (Hazam Prelim. Decl.) ¶ 26. The Parties exchanged and
12 submitted detailed mediation statements addressing liability and damages,
13 including expert reports and rebuttal reports. *See* Dkt. 476-2 (Phillips Decl.) ¶ 5. As
14 the mediators recognized, substantial work went into mediation preparation, and the
15 mediation itself involved complex issues that required significant analysis. *Id.* ¶¶ 5,
16 9.

17 Under the proposed Settlement, Amplify will pay \$34 million to the Fisher
18 Class. The Fisher Class Settlement Amount, together with interest earned thereon,
19 will constitute the Fisher Class Common Fund. Separately, Amplify will pay \$9
20 million to the Property Class. The Property Class Settlement Amount, together with
21 interest thereon, will constitute the Property Class Common Fund. Separately,
22 Amplify will pay \$7 million to the Waterfront Tourism Class. The total combined
23 value of the three Funds is \$50 million. No portion of the combined \$50 million
24 will revert to the Amplify Defendants. After deduction of notice-related costs and
25 any Court-approved award of attorneys' fees, reimbursement of litigation expenses,
26 and service awards to Class Representatives, all of the remaining monies will be
27 distributed to the Class members in accordance with Plaintiffs' proposed Plans of
28 Distribution, which were filed with the Court on December 16, 2022. Dkt. 621.

1 This Court granted preliminary approval of the Settlement on December 7,
2 2022. Dkt. 599. After considering the factors set forth in this Court appointed
3 Interim Co-Lead Counsel Wylie A. Aitken, Lexi J. Hazam, and Stephen Larson as
4 Interim Settlement Class Counsel. Dkt. 599.

5 Plaintiffs now move for an order approving the requested attorneys' fees,
6 expenses, and service awards.

7 **II. ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

8 Plaintiffs move for (1) \$12.5 million in attorneys' fees, representing 25% of
9 the Settlement Funds, (2) reimbursement of \$1,291,067.91 in litigation costs
10 incurred by Class Counsel, and (3) service awards of \$10,000 to each Class
11 Representative. *See* Plaintiffs' Notice of Motion and Motion for Attorneys' Fees,
12 Expenses, and Service Awards Under Rule 23(H) ("Fees Mot.") at 2. The Court
13 addresses each request in turn.

14 **A. Attorneys' Fees**

15 **1. Legal Standard**

16 Awards of attorneys' fees in class action cases are governed by Federal Rule
17 of Civil Procedure 23(h), which provides that, after a class has been certified, the
18 court may award reasonable attorneys' fees and nontaxable costs. The court "must
19 carefully assess" the reasonableness of the fee award. *Staton v. Boeing Co.*, 327
20 F.3d 938, 963 (9th Cir. 2003).

21 Where litigation leads to the creation of a common fund, courts can
22 determine the reasonableness of a request for attorneys' fees using either the
23 common fund method or the lodestar method. *See In re Bluetooth Headset Prods.*
24 *Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011). "Because the benefit to the class is
25 easily quantified in common-fund settlements," courts may "award attorneys a
26 percentage of the common fund in lieu of the often more time-consuming task of
27 calculating the lodestar." *Id.* The Court will analyze Interim Settlement Class
28 Counsel's fee request under both theories, starting with the percentage-of-the-

1 common-fund theory, and then a lodestar-cross-check.

2 **2. Discussion**

3 The “benchmark” percentage for attorney's fees in the Ninth Circuit is 25%
4 of the common fund with costs and expenses awarded in addition to this amount.
5 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002). “However, in
6 most common fund cases, the award exceeds that [25%] benchmark.” *Spencer-*
7 *Ruper v. Scientiae, LLC*, No. 819CV01709DOCADS, 2021 WL 4895740, at *1
8 (C.D. Cal. Sept. 24, 2021) (Carter, J.) (citing *Omnivision*, 559 F. Supp. 2d 1036,
9 1047 (N.D. Cal. 2007) (citing *In re Activision Sec. Litig.*, 723 F. Supp. 1373, 1378
10 (N.D. Cal. 1998)). “Absent extraordinary circumstances that suggest reasons to
11 lower or increase the percentage, the rate should be set at 30%.” *Omnivision*, 559 F.
12 Supp. 2d at 1048.

13 Here, Interim Settlement Class Counsel requests that the court approve a fee
14 award of \$12.5 million, or 25% of the gross Settlement amount. Fees Mot. 2. The
15 fee request is fully supported by the factors enunciated in *Vizcaino*, as explained
16 below.

17 The common fund approach is also endorsed by California law, a relevant
18 consideration given that many of the Settlement Classes’ claims are brought under
19 this State’s law. *See Laffitte v. Robert Half Int’l Inc.*, 1 Cal. 5th 480, 503 (2016)
20 (endorsing percentage of the fund approach and affirming an award equal to one-
21 third of the common fund).

22 **a. Percentage-of-the-Common-Fund Method**

23 The selection of a percentage must “take into account all of the
24 circumstances of the case.” *Vizcaino*, 290 F.3d at 1048. When assessing the
25 reasonableness of a fee award under the common fund theory, courts consider
26 factors such as (1) the results achieved, (2) the risk of litigation, (3) the complexity
27 of the case and skill required, (4) the benefits beyond the immediate generation of a
28 cash fund, and (5) awards made in similar cases. *Omnivision*, 559 F. Supp. 2d at

1 1046; *Vizcaino*, 290 F.3d at 1048-50).

2 **i. Results Achieved**

3 “The overall result and benefit to the class from the litigation is the most
4 critical factor in granting a fee award.” *Omnivision*, 559 F. Supp. 2d at 1046.

5 The Court finds that the monetary relief here is a strong result for the Class in
6 light of the costs and risks of delay of litigation, particularly given Amplify’s
7 available funds. As detailed in Plaintiffs’ Motion for Preliminary Approval, the
8 Settlement represents a large portion of the insurance funds that remain available to
9 Amplify to pay claims—an amount that will only decrease with time as Amplify
10 pays ongoing clean-up, litigation and other costs. Dkt. 476 at 12-13. *See also* Dkt.
11 476-2 (Phillips Decl.) ¶ 11 (“Based on my experience as a litigator, a former U.S.
12 District Judge and a mediator, I believe that the Settlement represents a recovery
13 and outcome that is reasonable and fair for the settlement classes I further
14 believe it was in the best interests of the parties that they avoid the burdens and
15 risks associated with taking a case of this size and complexity to trial, particularly
16 given Amplify’s available insurance and financial position. I strongly support the
17 Court’s approval of the Settlement in all respects.”).

18 The Court also finds that the injunctive relief further supports the requested
19 benchmark 25% fee award. “Incidental or non-monetary benefits conferred by the
20 litigation are a relevant” consideration (*Vizcaino*, 290 F.3d at 1049), and courts may
21 “consider the public benefits of counsel’s efforts in determining the level of
22 reasonable compensation.” *Bebchick v. Wash. Metro. Area Transit Comm’n*, 805
23 F.2d 396, 408 (D.C. Cir. 1986). Some of these measures mirror the relief included
24 in its criminal plea, which were spurred in significant part by Plaintiffs’ pursuit of
25 civil litigation, and originally sought in Plaintiffs’ Complaint. *See* Dkt. 476 at 6
26 (comparing complaint and plea). These include the installation of a new leak
27 detection system, the use of ROVs to detect pipeline movement and rapid reporting
28 of such to authorities, an increase from one to four of the number of biannual ROV

1 pipeline inspections, revision of oil spill contingency plans and procedures, and
2 employee training on new plans, procedures, and spill reporting. Settlement § IV.
3 On top of those measures, Amplify has agreed with Plaintiffs to injunctive relief
4 beyond that included in the criminal plea, including increased staffing on the
5 offshore platform and control room involved with this Oil Spill, and establishment
6 of a one-call alert system to report any threatened release of hazardous or pollutant
7 substances. *Id.*

8 Further, the Court recognizes the overwhelmingly positive reaction from the
9 Class—no Class Member has filed an objection to the Settlement or the fee request.
10 *See* 4 NEWBERG AND RUBENSTEIN ON CLASS ACTIONS § 13:58 (6th ed.)
11 (“If the class contains particularly significant class members . . . who do not object,
12 those class members’ acquiescence may be more meaningful.”). The lack of
13 objections to the Settlement and to Class Counsel’s request for fees provides a
14 compelling argument that the results obtained are meaningful to the Class and that
15 Class members appreciate the Class Counsel’s work achieving them. *Jenson v.*
16 *First Tr. Corp.*, No. CV 05-3124 ABC (CTx), 2008 WL 11338161, at *15 (C.D.
17 Cal. June 9, 2008) (“[T]hat no Class members that have manifested any disapproval
18 of the fee request further supports its reasonableness.”).

19 Accordingly, the Court finds that the result obtained for the Class supports
20 the reasonableness of the requested award.

21 **ii. Risk of Litigation**

22 “The risk that further litigation might result in Plaintiffs not recovering at all,
23 particularly [in] a case involving complicated legal issues, is a significant factor in
24 the award of fees.” *Spencer-Ruper*, 2021 WL 4895740, at *2 (citing *Omnivision*,
25 559 F. Supp. 2d at 1046-47).

26 The Court finds that the risk of continued litigation supports the requested
27 benchmark fee. Amplify demonstrated its willingness to mount a vigorous defense,
28 moving to dismiss Plaintiffs’ claims on multiple bases, including on preemption

1 grounds and failure to state claims. Dkts. 151 (motion), 250 (reply). If Plaintiffs
2 were to continue litigating their claims against Amplify, they would face the
3 gauntlet of prevailing on class certification, *Daubert*, summary judgment, liability
4 and damages at trial, and appeal. Each of these would be hotly contested. Amplify
5 would also likely seek to shift liability onto the other defendants in this case. And
6 even if Plaintiffs secured a complete victory at trial on both liability and damages, it
7 is a near certainty that Amplify would engage in “vigorous post-trial motion
8 practices . . . and likely appeals to the Ninth Circuit—delaying any recovery for
9 years.” *Baker v. SeaWorld Ent., Inc.*, No. 14-CV-02129-MMA-AGS, 2020 WL
10 4260712, at *7 (S.D. Cal. July 24, 2020).

11 For these reasons, “the risks of continued litigation not only support the
12 Settlement, the result obtained for the Class also supports the reasonableness of the
13 requested fees.” *See Spencer-Ruper*, 2021 WL 4895740, at *2.

14 **iii. Complexity of the Case and Skill Required**

15 The Court also considers the skill required to prosecute and manage this
16 litigation, as well as Class Counsel’s overall performance. *See Omnivision*, 559 F.
17 Supp. 2d at 1047.

18 As this Court recognized in appointing Interim Settlement Class Counsel as
19 Interim Co-Lead Counsel at the beginning of this hard-fought litigation, Interim
20 Settlement Class Counsel has a depth of experience handling class actions and other
21 complex litigation, including “litigation involving similar facts and issues to those
22 in th[is] case,” they engaged in significant work “investigating potential claims in
23 this action,” and they have knowledge of the laws at issue in this case, including
24 environmental law. *See* Dkt. 38 (appointing Interim Co-Lead Counsel).

25 The Court finds that Interim Settlement Class Counsel deftly applied their
26 legal skills and abilities to this litigation and settlement. Interim Settlement Class
27 Counsel engaged in extensive written discovery, after negotiating search protocols
28 and ESI parameters, and collected 8 GB of data for search and review in response

1 to Amplify’s three sets of requests for production of documents. Interim Settlement
2 Class Counsel had to review and understand voluminous and highly-technical
3 documents, including Shoreline Cleanup Assessment Technique data relating to oil
4 fate and data sets related to pipeline integrity. Interim Settlement Class Counsel
5 also successfully handled this protracted litigation against a company represented
6 by a prominent litigation firm. *See In re Am. Apparel, Inc. S’holder Litig.*, No. 10-
7 cv-6352, 2014 WL 10212865, at *22 (C.D. Cal. July 28, 2014) (“In addition to the
8 difficulty of the legal and factual issues raised, the court should also consider the
9 quality of opposing counsel as a measure of the skill required to litigate the case
10 successfully.”).

11 The Court agrees that the skill displayed by Interim Settlement Class Counsel
12 in prosecuting this case and obtaining a favorable settlement supports their
13 requested award.

14 **iv. Settlement Class Counsel’s undertaking of this**
15 **case on a contingency-fee basis supports the**
16 **requested fees.**

17 “The Ninth Circuit has long recognized that the public interest is served by
18 rewarding attorneys who undertake representation on a contingent basis by
19 compensating them for the risk that they might never be paid for their work.”
20 *Spencer-Ruper*, 2021 WL 4895740, at *3(citing *In re Washington Pub. Power*
21 *Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994).

22 Interim Settlement Class Counsel bore not insignificant risks to achieve this
23 result. Interim Settlement Class Counsel took the case purely on contingency,
24 devoting thousands of hours and advancing hundreds of thousands of dollars in
25 litigation expenses, all with no guarantee of reimbursement. Hazam Decl., ¶ 9. In so
26 doing, Interim Settlement Class Counsel “turn[ed] down opportunities to work on
27 other cases to devote the appropriate amount of time, resources, and energy
28 necessary to responsibly handle this complex case.” *In re Volkswagen “Clean*

1 *Diesel*” Mktg., Sales Pracs., & Prods. Liab. Litig., 2017 WL 1047834, at *3 (N.D.
2 Cal. Mar. 17, 2017).

3 This factor also strongly supports Interim Settlement Class Counsel’s
4 requested fee.

5 **v. Awards Made in Similar Cases**

6 A court should also consider fee awards from similar cases. *Vizcaino*, 290
7 F.3d at 1049-50. The requested fee is equal to the Ninth Circuit’s “benchmark,” and
8 in fact is lower than the fees often awarded in similar cases. *See Beaver v. Tarsadia*
9 *Hotels*, No. 11-CV-01842-GPC-KSC, 2017 WL 4310707, at *10 (S.D. Cal. Sept.
10 28, 2017) (citing several cases awarding 33%). Indeed, in another oil spill case
11 along the California coast, the court awarded a 32% fee. *See Andrews v. Plains All*
12 *Am. Pipeline L.P.*, No. CV154113PSGJEMX, 2022 WL 4453864, at *4 (C.D. Cal.
13 Sept. 20, 2022) (awarding a 32% fee and citing cases awarding up to 42% in fees).

14 The requested fee is also below a traditional contingency fee, which further
15 supports its reasonableness. *Vinh Nguyen v. Radiant Pharms. Corp.*, No. SACV 11-
16 00406 DOC, 2014 WL 1802293, at *9 (C.D. Cal. May 6, 2014) (Carter, J.)
17 (awarding 28% in fees, noting that 28% is “commensurate with, and even slightly
18 below, a traditional contingency fee) (citing *Blum v. Stenson*, 465 U.S. 886, 904,
19 (1984) (“In tort suits, an attorney might receive one-third of whatever amount the
20 plaintiff recovers.”)).

21 Thus, the requested 25 percent award is consistent with fee awards in class
22 action cases generally, and compares favorably with percentages approved in
23 similar cases. Accordingly, this factor clearly supports Interim Settlement Class
24 Counsel’s requested fee.

25 **b. Lodestar Cross-Check**

26 The lodestar method is a way for the Court to cross-check the reasonableness
27 of a fee award. Courts sometimes employ a “streamlined” lodestar analysis to
28 “cross-check” the reasonableness of a requested award. *Vizcaino*, 290 F.3d at 1050.

1 “[W]hile the primary basis of the fee award remains the percentage method, the
2 lodestar may provide a useful perspective on the reasonableness of a given
3 percentage award.” *Id.* “The aim is to do rough justice, not to achieve auditing
4 perfection.” *In re Apple Inc. Device Performance Litig.*, No. 18-md-2827,, 2021
5 WL 1022866, at *7 (N.D. Cal. Mar. 17, 2021) (citation omitted); *see also In re*
6 *Capacitors Antitrust Litig.*, No. 17-md-2801, 2018 WL 4790575, at *6 (N.D. Cal.
7 Sept. 21, 2018) (holding that a lodestar cross-check does not require “mathematical
8 precision [or] bean-counting”).

9 In the Ninth Circuit, a multiplier ranging from 1.0 to 4.0 is considered
10 “presumptively acceptable.” *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 334
11 (N.D. Cal. 2014); *Vizcaino*, 290 F.3d at 1051 n.6 (finding most multipliers range
12 from 1.0–4.0).

13 Here, the lodestar cross-check reveals that the requested fee is eminently
14 reasonable: the resulting multiplier is on the low end of the acceptable range. *First*,
15 Class Counsel devoted a substantial number of hours to this complex class action
16 case. Hazam Decl., ¶ 9. Class Counsel were careful and thorough, but also tried to
17 coordinate their efforts to gain efficiencies. *Id.* at ¶¶ 21, 25.

18 *Second*, Class Counsel’s rates are consistent with market rates in their area.
19 Hazam Decl., ¶ 26; Larson Decl., ¶ 11; Aitken Decl., ¶¶ 11; *e.g.*, *Hefler v. Wells*
20 *Fargo & Co.*, No. 16-CV-05479-JST, 2018 WL 6619983, at *14 (N.D. Cal. Dec.
21 18, 2018) (rates from \$650 to \$1,250 for partners or senior counsel, \$400 to \$650
22 for associates); *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prod.*
23 *Liab. Litig.*, No. 2672 CRB (JSC), 2017 WL 1047834, at *5 (N.D. Cal. Mar. 17,
24 2017) (billing rates ranging from \$275 to \$1600 for partners, \$150 to \$790 for
25 associates, and \$80 to \$490 for paralegals found to be reasonable); *see also* No. 15-
26 cv-4922, *Dickey v. Advanced Micro Devices, Inc.*, 2020 WL 870928, at *8 (N.D.
27 Cal. Feb. 21, 2020) (approving rates between \$275 and \$1,000 for attorneys); *In re*
28 *Lidoderm Antitrust Litig.*, No. 14-md-2521, 2018 WL 4620695, at *2 (N.D. Cal.

1 Sept. 20, 2018) (approving rates between \$300 and \$1,050). Other courts have
2 recently affirmed the rates of Interim Settlement Class Counsel. Hazam Decl., ¶ 27.

3 The resulting lodestar of \$9,554,751.73 yields a modest multiplier of 1.3 for
4 work performed to date. This multiplier is on the low end of the “presumptively
5 acceptable range of 1.0-4.0” in this Circuit. *Dyer*, 303 F.R.D. at 334; *see also*
6 *Vizcaino*, 290 F.3d at 1051 n.6 (approving 3.65 multiplier); *Flo & Eddie, Inc. v.*
7 *Sirius XM Radio, Inc.*, No. 13-cv-5693, 2017 WL 4685536, at *9 (C.D. Cal. May 8,
8 2017) (approving multiplier of up to 2.5); *Calhoun v. Celadon Trucking Servs.*, No.
9 16-cv-1351, 2017 WL 11631979, at *8 (C.D. Cal. Nov. 13, 2017) (multiplier of 1.3
10 is “lower than the accepted range”). And the multiplier will only decrease as
11 Interim Settlement Class Counsel continue to work on the approval and
12 implementation of this proposed Settlement. Hazam Decl., ¶ 38.

13 This factor supports Interim Settlement Class Counsel’s requested 25 percent
14 fee, and demonstrates that such a fee will not result in a “windfall” to Counsel.

15 For the above reasons, the Court finds that the requested benchmark fee is
16 reasonable and GRANTS Interim Settlement Counsel’s Motion for Fees of \$12.5
17 million.

18 **B. Litigation Expenses**

19 Class Counsel may “recover their reasonable expenses that would typically
20 be billed to paying clients in non-contingency matters.” *Brown v. CVS Pharmacy,*
21 *Inc.*, No. 15-cv-7631, 2017 WL 3494297, at *9 (C.D. Cal. Apr. 24, 2017) (citation
22 omitted); *see also Staton v. Boeing*, 327 F.3d 938, 974 (9th Cir. 2003); Fed. R. Civ.
23 P. 23(h). This includes expenses that are reasonable, necessary, and directly related
24 to the litigation. *See Willner v. Manpower Inc.*, No. 11-cv-2846, 2015 WL
25 3863625, at *7 (N.D. Cal. June 22, 2015).

26 Here, Interim Settlement Class Counsel established a joint cost fund to
27 manage the bulk of the hard costs incurred, such as for depositions, transcripts,
28 expert fees, and mediation expenses. Hazam Decl., ¶ 22. Combined with each

1 firm's held costs, the total costs for which Class Counsel seek reimbursement is
2 \$1,291,067.91. Hazam Decl., ¶ 38. These costs benefited the Settlement Classes
3 and are commensurate with the stakes, complexity, novelty, and intensity of this
4 particular litigation. As indicated in the accompanying declarations, Interim
5 Settlement Class Counsel expended costs on the typical categories, *e.g.*, experts,
6 document management systems, mediation fees, and necessary travel, in addition to
7 soft costs attributable to the litigation. Hazam Decl., ¶ 36; Larson Decl., ¶ 17;
8 Aitken Decl., ¶ 16. While this highly technical case was expensive to prosecute,
9 "[Interim Settlement] Class Counsel had a strong incentive to keep expenses at a
10 reasonable level due to the high risk of no recovery when the fee is contingent."
11 *Beesley v. Int'l Paper Co.*, No. 06-cv-703, 2014 WL 375432, at *3 (S.D. Ill. Jan.
12 31, 2014).

13 The Court is satisfied that the costs are reasonable, and therefore GRANTS
14 Plaintiffs' motion for costs in the amount of \$1,291,067.91.

15 **C. Service Awards for Class Representatives**

16 "Incentive awards are fairly typical in class action cases." *Rodriguez v. W.*
17 *Publ'g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009). In addition to any settlement
18 distributions they receive, the Court-appointed Class Representatives request
19 service awards of \$10,000 to compensate them for the time and effort they spent
20 pursuing this matter on behalf of their respective Classes. Courts have discretion to
21 approve service awards based on the amount of time and effort spent, the duration
22 of the litigation, and the personal benefit (or lack thereof) as a result of the
23 litigation. *See, e.g., Van Vracken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299 (N.D.
24 Cal. 1995). Each of these Class Representatives searched for and provided facts
25 used to compile the Complaints, helped Interim Settlement Class Counsel analyze
26 claims, produced substantial documents in response to significant document
27 requests, and reviewed and approved the proposed Settlement. They each have
28 submitted declarations further explaining the time and effort they expended to

1 benefit the class. Hazam Decl., Exs. 10-26.

2 Service awards of this size or larger “are fairly typical in class action cases,”
3 and should be approved here. *See, e.g., Rodriguez v. W. Publ’g Corp.*, 563 F.3d
4 948, 958 (9th Cir. 2009); *see also In re Wells Fargo & Co. S’holder Derivative*
5 *Litig.*, 445 F. Supp. 3d 508, 534 (N.D. Cal. 2020) (granting \$25,000 service awards
6 to each institutional investor plaintiff); *In re Nat’l Collegiate Athletic Ass’n Athletic*
7 *Grant-in-Aid Cap Antitrust Litig.*, No. 14-md-2541, 2017 WL 6040065, at *11
8 (N.D. Cal. Dec. 6, 2017), *aff’d*, 768 F. App’x 651 (9th Cir. 2019) (awarding each of
9 the four class representatives \$20,000 service awards); *Garner v. State Farm Mut.*
10 *Auto. Ins. Co.*, No. 08-cv-1365, 2010 WL 1687832, at *17 n.8 (N.D. Cal. Apr. 22,
11 2010) (collecting Ninth Circuit cases with service awards of \$20,000 or higher);
12 *Boyd v. Bank of Am. Corp.*, No. SACV 13-0561-DOC, 2014 WL 6473804, at *7
13 (C.D. Cal. Nov. 18, 2014) (Carter, J.) (awarding a service award of \$15,000).
14 Moreover, a \$10,000 service award to each of the seventeen Class Representatives
15 amounts to a total payment of \$170,000, or less than .4 percent of the gross
16 Settlement amount. This is well within the range the Ninth Circuit has found
17 reasonable. *Staton*, 327 F.3d at 976-77.

18 Accordingly, the Court GRANTS Plaintiffs’ request for service awards in the
19 amount of \$10,000 per Plaintiff, for a total of \$170,000.

20 **III. CONCLUSION**

21 For the reasons stated above, Plaintiffs’ motion for approval of attorneys’
22 fees, expenses, and incentive awards is GRANTED. Accordingly, it is HEREBY
23 ORDERED AS FOLLOWS:

- 24 1. Class Counsel is awarded 25 percent of the total settlement amount, or
25 \$12.5 million, in attorneys’ fees and \$1,291,067.91 in costs.
- 26 2. Each of the seventeen Class Representatives is awarded \$10,000 in
27 service awards.
- 28 3. The Court finds that these amounts are warranted and reasonable for

1 the reasons set forth in the moving papers before the Court, at the Final Approval
2 Hearing, and the reasons stated in this Order.

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IT IS SO ORDERED.

Dated: April 24, 2023



Hon. David O. Carter

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13 *Interim Settlement Class Counsel*

14
15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17 **SOUTHERN DIVISION**

18
19 PETER MOSES GUTIERREZ, JR., *et al.*,

20 Plaintiffs,

21 v.

22 AMPLIFY ENERGY CORP., *et al.*,

23 Defendants.

Case No. 8:21-CV-01628-DOC(JDEx)

24 **DECLARATION OF LEXI J.**
25 **HAZAM IN SUPPORT OF**
26 **MOTIONS FOR FINAL**
27 **SETTLEMENT APPROVAL, PLANS**
28 **OF DISTRIBUTION, AND**
ATTORNEYS' FEES AND COSTS

Date: April 24, 2023
Time: 8:30 a.m.
Judge: David O. Carter
Courtroom: 10A

EXHIBIT 2

***Gutierrez v. Amplify Energy Corp.*, No. 8:21-CV-01628-DOC(JDEx)
Cappello & Noël LLP Time and Lodestar Summary**

Timekeeper	Title	Hours Worked	Hourly Rate	Lodestar
Leila Noel	Partner	99.20	\$1150.00	\$114,080.00
Total		99.20		

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14 *Interim Settlement Class Counsel*

15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**
17 **SOUTHERN DIVISION**

19 PETER MOSES GUTIERREZ, JR., *et*
20 *al.*,

21 Plaintiffs,

22 v.

23 AMPLIFY ENERGY CORP., *et al.*,

24 Defendants.

Case No. 8:21-CV-01628-DOC(JDEx)

**DECLARATION OF STEPHEN G.
LARSON IN SUPPORT OF
MOTIONS FOR FINAL
SETTLEMENT APPROVAL, PLANS
OF DISTRIBUTION, AND
ATTORNEYS' FEES AND COSTS**

Date: April 24, 2023
Time: 8:30 a.m.
Judge: David O. Carter
Courtroom: 10A

1 I, Stephen G. Larson, declare:

2 1. I am a founding partner of the law firm of Larson LLP (“Larson”) and
3 serve as Court-appointed Interim Settlement Class Counsel (“Class Counsel”) for
4 the Plaintiffs in this action. I have personal knowledge of the facts set forth in this
5 Declaration based on my day-to-day participation in the prosecution and settlement
6 of this case, and, if called as a witness, could and would testify competently to
7 them.

8 2. I submit this declaration in support of Plaintiffs’ motions for final
9 approval of the proposed Settlement and for approval of the Plans of Distribution,
10 as well as Interim Settlement Class Counsel’s motion for an award of attorneys’
11 fees, expenses, and class representative service awards.

12 **A. Settlement Approval**

13 3. Since being appointed Interim Co-Lead Class Counsel (Dkt. 38), my
14 co-counsel and I have personally supervised and directed every aspect of the
15 prosecution and resolution of this litigation on behalf of the Plaintiffs and the
16 Settlement Classes.

17 4. In my judgment, Class Counsel have the skill and experience to judge
18 the strengths and weaknesses of the case based on the significant discovery
19 conducted to date, and as a result of a complex mediation session that involved
20 detailed mediation statements and supporting exhibits addressing liability and
21 damages, including expert reports, rebuttal declarations, and rebuttal expert reports.
22 As the mediator reported, “[t]he work that went into the mediation statements and
23 competing presentations and arguments was substantial.” Dkt. 476-2 (Declaration
24 of Layn Phillips in Support of Plaintiffs’ Motion for Preliminary Approval) ¶ 5.

25 5. It is my judgment and the judgment of all Class Counsel that the
26 proposed Settlement is an excellent result, readily meets the Rule 23 “fair,
27 reasonable, and adequate” standard, and is in the best interests of the Classes.
28 Further, the Plans of Distribution represent a fair and equitable allocation of the

1 settlement proceeds grounded in the classwide damages models Plaintiffs' experts
2 developed over the course of many years, and that Class Counsel were prepared to
3 present at trial.

4 **B. Lodestar and Expenses**

5 6. My firm and our fellow Class Counsel litigated this case on a purely
6 contingent basis, foregoing other work in order to handle this complex matter with
7 no guarantee of recovery. While Class Counsel request attorneys' fees as a
8 percentage of each common fund, for the Court's reference, I report Larson's and
9 associated Class Counsel's summary time, lodestar, and costs incurred in this
10 litigation and for the benefit of the settling Classes.

11 7. Plaintiffs seek fees and expenses at this time only for work that was
12 performed in furtherance of litigation against Amplify and settlement thereof. Class
13 Counsel seek fees and expenses for work that they performed or authorized to be
14 performed that pre-dates the Settlement with Amplify, in addition to work after that
15 date that specifically relates to the Amplify settlement, such as briefing regarding
16 the settlement. Accordingly, the lion's share of Plaintiffs' time and expenses date
17 from December 20, 2021 (the date the Court appointed Interim Co-Lead Counsel,
18 see Dkt. 38) through October 17, 2022, the date the Parties settled. See Dkt. 476.

19 8. All Larson time-keepers are required to contemporaneously record
20 their time in 6-minute increments. Attorneys working under my supervision audited
21 my firm's time records to confirm their accuracy. This included removing any time
22 post-dating and not relating the settlement with Amplify; hours from timekeepers
23 with fewer than 10 hours in the case; and certain hours as a matter of billing
24 judgment.

25 9. Larson allocated work to maximize efficiency. To the extent
26 practicable, senior attorneys did not perform work that could be accomplished by
27 more junior attorneys, and attorneys did not perform work that could be completed
28 by paralegals.

1 10. The hourly rates charged by Larson fall within the range of market
2 rates charged by attorneys of equivalent experience, skill, and expertise. Larson’s
3 rates reflect the market rates in the markets within which Larson’s primary offices
4 are located and from which this matter has been handled—namely, Los Angeles
5 and Orange County.

6 11. Federal courts have approved rates comparable to the rates requested
7 here. *See, e.g., Hefler v. Wells Fargo & Co.*, No. 16-CV-05479-JST, 2018 WL
8 6619983, at *14 (N.D. Cal. Dec. 18, 2018) (rates from \$650 to \$1,250 for partners
9 or senior counsel, \$400 to \$650 for associates); *In re Volkswagen “Clean Diesel”*
10 *Mktg., Sales Practices, & Prod. Liab. Litig.*, No. 2672 CRB (JSC), 2017 WL
11 1047834, at *5 (N.D. Cal. Mar. 17, 2017) (billing rates ranging from \$275 to \$1600
12 for partners, \$150 to \$790 for associates, and \$80 to \$490 for paralegals found to be
13 reasonable).

14 12. Attached as Exhibit 1 is a true and correct summary lodestar chart
15 which lists: (1) the name of each Larson timekeeper who recorded time in this case;
16 (2) their title or position; (3) the total number of hours they worked on the case; (4)
17 their current hourly rate; and (5) their lodestar.

18 13. Attorneys with McCune Law Group also performed work on my
19 direction on behalf of the Classes. Attached as Exhibit 2 is, for McCune, (1) the
20 name of each timekeeper who recorded time in this case; (2) their title or position;
21 (3) the total number of hours they worked on the case; (4) their current hourly rate;
22 and (5) their lodestar.

23 14. As reflected in Exhibit 1, the total number of hours expended on this
24 matter by Larson on behalf of the Classes through the date of settlement is 1194.
25 The total lodestar for my firm for that period is \$1,255,145.

26 15. As reflected in Exhibit 2, the total number of hours expended on this
27 matter by McCune at the direction of Larson on behalf of the Classes through the
28 date of settlement is 2,254.40. The total lodestar for McCune for that period is

1 \$1,451,940.88. Altogether, Larson and McCune expended 3,448.40 hours for
2 \$2,707,085.88 in total lodestar on behalf of the Classes during that period.

3 16. Class Counsel maintained a Common Fund for expenses incurred
4 during the course of this litigation, which was managed by Lief Cabraser Heimann
5 & Bernstein, LLP. The three Interim Co-Lead Counsel firms all made contributions
6 to the Common Fund at periodic intervals as costs were incurred. Lief Cabraser
7 maintained the books and records for the Common Fund and disbursed monies to
8 cover case expenses as needed.

9 17. Larson separately spent \$67,136.06 in connection with the prosecution
10 and settlement of this case. The expenses are presented in summary form in Exhibit
11 3, which was generated from my firm's books and records. These expenses
12 primarily consist of charges for the third-party document hosting and review
13 platform used by Class Counsel. Other expenses include filing fees, delivery costs,
14 research costs, copying costs, and travel costs. These expenses were reasonably and
15 necessarily incurred in Class Counsel's efforts to prosecute this case. The expenses
16 here are in line with expenses Larson has incurred in other large, complex class
17 action lawsuits it has successfully prosecuted over the years, and are the type
18 typically billed by attorneys to clients.

19 18. McCune separately spent \$9,697.74 in connection with the prosecution
20 and settlement of this case. Those expenses primarily consist of expert consultant
21 fees, as well as filing fees, delivery costs, and research costs. Those expenses are
22 presented in summary form in Exhibit 4.

23 19. These expenses were advanced by Larson and McCune with no
24 guarantee of recovery. As a result, Class Counsel had a strong incentive to keep
25 costs to a reasonable level and did so.

26 20. I expect each of these numbers will increase through final settlement
27 approval and settlement administration, meaning that any multiplier that Class
28 Counsel receive on their lodestar will continue to decrease over time.

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

Executed on January 25, 2023, in Upland, California.

/s/ Stephen G. Larson

EXHIBIT 1

Gutierrez v. Amplify Energy Corp., No. 8:21-CV-01628-DOC(JDEx)
Larson LLP Time and Lodestar Summary

Timekeeper	Title	Hours Worked	Hourly Rate	Lodestar
Stephen G. Larson	Partner	265.10	\$1,450.00	\$384,395.00
Steven E. Bledsoe	Partner	532.40	\$1,150.00	\$612,260.00
Paul A. Rigali	Partner	20.10	\$925.00	\$18,592.50
Andrew J. Bedigian	Counsel	338.30	\$650.00	\$219,895.00
Jina J. Yoon	Associate	38.10	\$525.00	\$20,002.50
Totals		1194		\$1,255,145.00

EXHIBIT 2

Gutierrez v. Amplify Energy Corp., No. 8:21-CV-01628-DOC(JDEx)
McCune Wright Arevalo, LLP Time and Lodestar Summary

Timekeeper	Title	Hours Worked	Hourly Rate	Lodestar
David Wright	Attorney Partner Practice Group Leader	383.8	\$900.00	\$345,420.00
Elaine Kusel	Attorney Partner Practice Group Leader	627.8	\$750.00	\$470,850.00
Sherief Morsy	Attorney	503.5	\$600.00	\$302,100.00
James Perry	Attorney	311.5	\$650.00	\$202,475.00
Addison Alvarado	Attorney	107.7	\$400.00	\$43,086.80
Tracey Threbbits	Paralegal	294.7	\$275.00	\$81,051.58
Ann Smith	Paralegal	13.1	\$275.00	\$3,602.50
Cynthia Soria	Paralegal	12.2	\$275.00	\$3,355.00
Totals		2254.4		\$1,451,940.88

EXHIBIT 3

Larson LLP

Costs

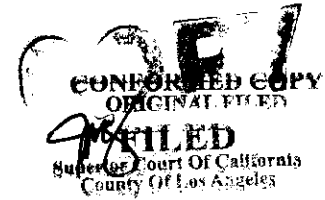
Category	Amount
Legal Professional Services	\$331.60
Printing & Scanning	\$278.95
Legal Research Services	\$253.81
Discovery Database Services	\$64,153.83
Travel Costs	\$912.19
Court Fees	\$1,000
FedEx	\$205.68
TOTAL	\$67,136.06

EXHIBIT 4

McCune Wright Arevalo, LLP

Cost Report - Gutierrez, Peter Moses Jr., et al. v. Amplify Energy Corp., et al. 522131 through 10/17/2022

Costs Incurred by Category		Amount
Expert Witness Fees	\$	6,000.00
Federal Express/Messenger	\$	108.65
Filing Fees	\$	402.00
Other Charges	\$	190.25
Other Research	\$	174.81
Postage	\$	150.95
Supplies	\$	250.92
Telephone Conference	\$	17.68
Travel	\$	2,402.48
Total	\$	9,697.74



JUL 22 2015

Sherri R. Carter, Executive Officer/Clerk
By: *[Signature]* Deputy
J. M. Gomez

1 A. Barry Cappello (SBN 037835)
abc@cappellonoel.com
2 Leila J. Noël (SBN 114307)
lnoel@cappellonoel.com
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6 Facsimile: (805) 965-5950

7 Jeffrey Fleitman (SBN 169193)
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9 Beverly Hills, CA 90212
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10 Facsimile: (310) 997-3531

11 Norman Pine (SBN 67144)
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12 PINE & PINE
14156 Magnolia Blvd
13 Sherman Oaks, CA 91423
Tel: (818) 379-9710
14 Fax: (818) 379-9749

15 Attorneys for Plaintiffs

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

18 OPAL JONES, CLAUDIA A, CALDWELL,
KALINA THOMAS, VINCENT JONES, AND
19 C. RENAE WALKER JONES, on behalf of
themselves and all others similarly situated,

20 Plaintiffs,

21 vs.

22 WELLS FARGO BANK, N.A., WELLS
23 FARGO HOME MORTGAGE, INC. and DOES
1 through 20, inclusive,

24 Defendants.

25
26 AND RELATED CASE
27
28

Case No.: BC337821
Related Case No. TC019869

CLASS ACTION

**PARTIES' JOINT STIPULATION AND
[PROPOSED] ORDER REGARDING
HOURLY RATES FOR TIME WORKED
BY PLAINTIFFS' COUNSEL SINCE
NOVEMBER 1, 2011**

[Appellate Cases Nos. B237282; B243333]

Trial Date: November 15, 2010

Action filed on August 5, 2005
The Honorable Anthony J. Mohr

BY FAX

STIPULATION

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WHEREAS, Judgment in this case was entered on September 12, 2011 (hereafter, the "Judgment"), and an Order Awarding Attorney Fees was entered on June 14, 2012 (hereafter, the "Order");

WHEREAS, the parties hereto appealed the Judgment and the Order in separate appeals to the California Court of Appeals, Second Appellate District, Division Seven, Case Nos. B237282 and B243333 (collectively, the "Appeals");

WHEREAS, the appellate court filed Opinions in the Appeals on February 17, 2015;

WHEREAS, the appellate court issued Remittiturs in the Appeals on April 22, 2015;

WHEREAS, the Order determined the lodestar for time worked by plaintiffs' counsel through October 31, 2011, based on hourly rates in effect in 2011;

WHEREAS, the Court will be presented with a motion to determine the lodestar for time worked by plaintiffs' counsel from November 1, 2011 through the present, which motion will be heard on August 31, 2015;

WHEREAS, the parties hereto agree that plaintiffs' counsel's hourly rates properly have increased since 2011, as set forth below;

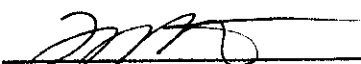
IT IS HEREBY STIPULATED between the parties, by and between their undersigned attorneys of record, that the reasonable hourly rates for all time worked by plaintiffs' counsel and their staff, from November 1, 2011 to the present, in matters before this Court and in the Appeals, are as follows:

<u>Cappello & Noël Attorneys</u>	<u>Rate</u>
A. Barry Cappello	\$1075
Leila J. Noël	\$825
Troy A. Thielemann	\$675
Wendy D. Welkom	\$650
Matthew Fisher	\$525

1	<u>Cappello & Noël Paralegals</u>	<u>Rate</u>
2	Daniel Diaz	\$270
3	Diana Chen/Makowska	\$225
4		
5	<u>Pine & Pine Attorneys</u>	<u>Rate</u>
6	Norman Pine	\$875
7	Stacy Tillett	\$460

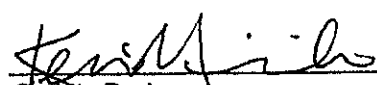
10 DATED: July 20, 2015

CAPPELLO & NOËL LLP

12 By: 
 13 A. Barry Cappello
 14 Leila J. Noël
 15 Wendy D. Welkom
 Attorneys for Plaintiffs
 And on behalf of all other Counsel for Plaintiffs

16 DATED: July 20, 2015

SKADDEN ARPS SLATE MEAGHER & FLOM LLP

18 By: 
 19 ~~Carl A. Roth~~
 20 Kevin J. Minnick
 Attorneys for Defendants

IT IS SO ORDERED.

24 Dated: JUL 22 2015, 2015 _____

ANTHONY J. MOHR

25 _____
 26 The Honorable Anthony J. Mohr
 Judge of the Superior Court

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PROOF OF SERVICE


STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

I am employed in the County of Santa Barbara, State of California. I am over the age of 18 years and not a party to this action. My business address is 831 State Street, Santa Barbara, California 93101. On July 20, 2015, I served the foregoing document described as **PARTIES' JOINT STIPULATION AND [PROPOSED] ORDER REGARDING HOURLY RATES FOR TIME WORKED BY PLAINTIFFS' COUNSEL SINCE NOVEMBER 1, 2011** on the interested parties in this action:

SEE ATTACHED SERVICE LIST

- BY U.S. POSTAL SERVICE:** This document was served by United States mail. I enclosed the document in a sealed envelope or package addressed to the person(s) at the address(es) above and placed the envelope(s) for collection and mailing, following our ordinary business practices. I am readily familiar with this firm's practice of collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service at Santa Barbara, California, in a sealed envelope with postage fully paid.
- BY FACSIMILE:** The document(s) were served by facsimile. The facsimile transmission was without error and completed prior to 5:00 p.m. A copy of the transmission report is available upon request.
- BY OVERNIGHT DELIVERY:** The document(s) were served by overnight delivery via OnTrac. I enclosed the document in a sealed envelope or package addressed to the person(s) and the address(es) above and placed the envelope(s) for pick-up by OnTrac. I am readily familiar with the firm's practice of collection and processing correspondence on the same day with this courier service, for overnight delivery.
- BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.
- BY HAND DELIVERY:** The document(s) were delivered by hand during the normal course of business, during regular business hours.
- (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- (Federal) I declare that I am employed in the office of a member of the Bar of this Court, at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on July 20, 2015, at Santa Barbara, California.



Anne Marie Balash

SERVICE LIST

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Jeffrey Fleitman
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Co-Counsel for Plaintiffs
Opal Jones, et al.

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Co-Counsel for Plaintiffs
Opal Jones, et al.

Thomas J. Nolan
Carl A. Roth
Kevin J. Minnick
SKADDEN ARPS SLATE MEAGHER, et al.
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Counsel for Defendants
WELLS FARGO BANK and WELLS FARGO
HOME MORTGAGE, INC.

EXHIBIT 2

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

ATTORNEY FEE APPLICATION COVER SHEET
FOR THE PERIOD NOVEMBER 6, 2023, THROUGH JUNE 11, 2024

In re WeWork Inc., *et al.*

Applicant: Munger, Tolles & Olson LLP
LLP

Case No. 23-19865 (JKS)

Client: WeWork Inc., as Reorganized
Debtor, at Sole Direction of the Special
Committee of Independent Directors

Chapter 11

Case Filed: November 6, 2023

**COMPLETION AND SIGNING OF THIS FORM CONSTITUTES A CERTIFICATION
UNDER PENALTY OF PERJURY PURSUANT TO 28 U.S.C. § 1746.**

RETENTION ORDER ATTACHED.

/s/ Seth Goldman
Seth Goldman

7/5/2024
Date

Exhibit E

In re WeWork Inc. et al.
Bankruptcy Case No. 23-18965 (JKS) (Jointly Administered)

Summary of Timekeepers for the Fee Period of
March 1, 2024 Through and Including June 11, 2024

Attorney Name	Position	Year Admitted	Department	Hourly Billing Rates 2024	Hours Billed In this Application	Fees Billed In this Application	Number of Rate Increases
Thomas B. Walper	Partner	1980	Bankruptcy	\$2,270.00	124.60	\$282,842.00	1
Seth Goldman	Partner	2002	Bankruptcy	\$1,755.00	288.80	\$506,844.00	1
David B. Goldman	Partner	1992	Tax	\$1,925.00	4.90	\$9,432.50	1
Judith T. Kitano	Partner	1988	Corporate	\$1,925.00	3.10	\$5,967.50	1
Matthew S. Schonholz	Partner	2006	Tax	\$1,640.00	1.7	\$2,788.00	1
Achyut J. Phadke	Partner	2008	Litigation	\$1,580.00	116.90	\$184,702.00	1
Tyler Hilton	Partner	2012	Corporate	\$1,460.00	14.70	\$21,462.00	1
Kimberly A. Chi	Of Counsel	2006	Corporate	\$1,460.00	7.8	\$11,388.00	1
Bradley R. Schneider	Of Counsel	2004	Litigation	\$1,460.00	99.30	\$144,978.00	1
Gregory Bischooping	Associate	2019	Litigation	\$1,235.00	63.40	\$78,299.00	1
Joseph D. Moses	Associate	2020	Corporate	\$1,190.00	23.60	\$28,084.00	1
Joseph N. Glynn	Associate	2021	Litigation	\$1,120.00	64.80	\$72,576.00	1
Amanda Harris	Associate	2023	Litigation	\$840.00	79.30	\$66,612.00	1
Total for Professionals					892.90	\$1,415,975.00	

Paraprofessional Name	Position	Department	Hourly Billing Rate 2024	Hours Billed In this Application	Fees Billed In this Application	Number of Rate Increases
Bowe Kurowski	Senior eDiscovery Project Manager	Automated Litigation Services	\$730.00	22.90	\$16,717.00	1
Derrick Granberry	Trial Technology Strategist	Automated Litigation Services	\$675.00	16.20	\$10,935.00	1
Alison M. Moses	Paralegal	Corporate	\$605.00	26.0	\$15,730.00	1
Peter Del Valle	Paralegal	Litigation	\$545.00	11.50	\$6,267.50	1
Cindy Weller	Senior Research Librarian	Library	\$460.00	.3	\$138.00	1
Marissa Moore	Research Librarian	Library	\$460.00	1.0	\$460.00	1
Total for Paraprofessionals				77.90	\$50,247.50	
Total for Attorneys and Paraprofessionals				970.80	\$1,466,222.50	

Exhibit 3

CAPPELLO & NOËL LLP

Grey Fox, LLC, et al. v. Plains All American Pipeline, L.P., et al.

Class Lodestar - Inception through July 31, 2024

Name (Title/Position)	Total Hours	Hourly Rate	Total Lodestar
A. Barry Cappello (Managing Partner)	1595.4	\$1,450.00	\$2,313,330.00
Leila Noel (Partner)	2062.3	\$1,150.00	\$2,371,645.00
David Cousineau (Partner)	536.5	\$925.00	\$496,262.50
Lawrence Conlan (Partner)	811	\$925.00	\$750,175.00
Troy Thielemann (Partner)	107.8	\$925.00	\$99,715.00
Wendy Welkom (Associate Attorney)	524	\$875.00	\$458,500.00
Jasper Ozbirn (Associate Attorney)	70.8	\$850.00	\$60,180.00
Mike Brelje (Associate Attorney)	8.1	\$750.00	\$6,075.00
Matthew Hofer (Associate Attorney)	128.7	\$625.00	\$80,437.50
Rich Lloyd (Associate Attorney)	776.95	\$450.00	\$349,627.50
Leila Thomas (Associate Attorney)	16.1	\$400.00	\$6,440.00
Andrew Dickerson (Associate Attorney)	59.58	\$350.00	\$20,853.00
Mandy Moua (Associate Attorney)	88.14	\$325.00	\$28,645.50
Ian Schaeffer (Associate Attorney)	68.2	\$325.00	\$22,165.00
Sam Carter (Associate Attorney)	923.4	\$300.00	\$277,020.00
Jeff Steve (Paralegal)	86.2	\$325.00	\$28,015.00
Jessica Warson (Paralegal)	15.2	\$325.00	\$4,940.00
Kaylee Rodriguez (Paralegal)	7	\$325.00	\$2,275.00
Ragen Buttis (Paralegal)	86.2	\$325.00	\$28,015.00
Database Interns I	5.4	\$300.00	\$1,620.00
Database Interns II	582	\$275.00	\$160,050.00
Database Interns III	1	\$200.00	\$200.00
Database Interns IV	981.7	\$175.00	\$171,797.50
Total Lodestar	9541.67		\$7,737,983.50

Summary of Class Costs - Inception through July 31, 2024

<hr/>	
Soft Costs Incurred	
In-House Copies	\$6,618.20
<hr/>	
Hard Costs Incurred	
Experts/Consultants	\$5,000.00
Federal Express/Messenger	\$368.62
Travel	\$30,869.90
Computer Research	\$13,191.47
Filing Fees	\$755.02
Process Service	\$585.30
Outside Copy Service	\$2,839.78
Other Charges	\$261.06
<hr/>	
Total	\$60,489.35