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11 Attorneys for Plaintiffs

12 **UNITED STATES DISTRICT COURT**  
13 **EASTERN DISTRICT OF WASHINGTON**

14 ERIC BLOMQUIST, individually  
and on behalf of all others similarly  
15 situated, and JUN DAM,  
individually,

16 Plaintiffs,

17 v.

18 PERKINS COIE, LLP, a Washington  
limited liability partnership;  
19 PERKINS COIE CALIFORNIA,  
P.C., a California corporation;  
20 PERKINS COIE U.S., P.C.; and  
LOWELL NESS, individually,

21 Defendants.  
22  
23  
24  
25  
26

Case No: 2:20-cv-00464-SAB

**CLASS ACTION**

**DECLARATION OF TIMOTHY G.  
BLOOD IN SUPPORT OF  
PLAINTIFF'S MOTION FOR FINAL  
APPROVAL AND REQUEST FOR  
AWARD OF ATTORNEYS' FEES,  
REIMBURSEMENT OF EXPENSES,  
AND SERVICE AWARD FOR  
CLASS REPRESENTATIVE**

**DATE: May 21, 2024**  
**TIME: 1:30 p.m.**  
**JUDGE: Stanley A. Bastian**  
**COURTROOM: By ZOOM Video**

**With Oral Argument**

Chief Judge Stanley A. Bastian

Complaint Filed: December 16, 2020

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1 I, TIMOTHY G. BLOOD, declare:

2 1. I am the managing partner of the law firm Blood Hurst &  
3 O'Reardon, LLP, and am counsel for plaintiffs in the above-entitled action. I am  
4 an attorney duly licensed to practice before the courts of the State of California,  
5 am admitted to practice in multiple federal circuit and district courts and have  
6 *pro hac* admission in this Court. I have personal knowledge of the matters stated  
7 here and, if called upon, I could and would competently testify to them.

8 2. I submit this declaration in support of plaintiff's motion for final  
9 approval of class action settlement and request for an award of attorneys' fees,  
10 costs, and expenses.

11 3. I previously submitted a declaration in support of Plaintiff's motion  
12 for preliminary approval where I described the history of this litigation. Rather  
13 than repeat it here, I incorporate that discussion by reference. *See* ECF No. 61-2.

14 4. I believe that the requested fees and costs are fair and reasonable  
15 under controlling law, particularly considering the results realized for the Class. I  
16 also believe that the requested service award is fair compensation for the services  
17 rendered by the Class Representative. Submitted concurrently with this motion  
18 the declaration of Class Representative Eric Blomquist in support of the  
19 application for a service award. Mr. Blomquist has demonstrated that he is well-  
20 suited to represent the Class. He purchased 24,970 Giga Watt Tokens through the  
21 initial token offering and, like other Token purchasers who are Class members,  
22 owned them on November 19, 2018. Like other Class members, Mr. Blomquist's  
23 purchase money was not released by Perkins Coie from the escrow account in  
24 step with completion of the Giga Watt Project, but instead was all released before  
25 the project was completed. Plaintiff Blomquist has devoted himself to the  
26 litigation, including a willingness to act as the Class representative despite a

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1 history of personal attacks on the previous proposed Class representative by the  
2 Trustee and his lawyer, has worked with Class Counsel, has provided all  
3 information to Class Counsel upon request, has reviewed the Settlement and kept  
4 himself informed of the status of the litigation and settlement discussions. There  
5 are no known conflicts between Mr. Blomquist and other members of the Class.

6 5. My firm prosecuted this litigation on a contingent basis with no  
7 guarantee of recovery. My firm, along with co-counsel, incurred 100% of the risk  
8 in pursuing the litigation. My firm advanced expenses with the understanding  
9 that we would be paid a fee and receive reimbursement for expenses only if  
10 successful. My firm also passed on other employment opportunities to devote the  
11 time and resources necessary to pursue this litigation.

12 6. My firm has been involved in every aspect of the litigation from  
13 inception through the present. I was the attorney from my firm primarily tasked  
14 with prosecuting this litigation. To obtain the excellent Settlement for the Class,  
15 this litigation had to be successfully prosecuted not just in this Court, but across  
16 numerous related proceedings in this Court and in bankruptcy court, including  
17 the Trustee's efforts in the Bankruptcy Case<sup>1</sup> to assert that Plaintiff and the Class  
18 violated the automatic stay by filing this Action and pursuing property in which  
19 the Estate purportedly has an interest, the Trustee's related Adversary  
20 Proceeding<sup>2</sup> against Plaintiff and the Class seeking to enjoin this Action, and the  
21 Appeals filed in this Court of the orders from the Adversary Proceeding and

22 <sup>1</sup> "Bankruptcy Case" refers to *In re Giga Watt, Inc.*, Bankruptcy Case No.  
18-03197-FPC7 (Bankr. E.D. Wash.).

23 <sup>2</sup> "Adversary Proceeding" refers to the Chapter 7 Trustee's adversary  
24 proceeding captioned *Waldron v. Dam*, Adversary Proceeding No. 21-80053  
25 (Bankr. E.D. Wash.), which sought to enjoin litigation of this Action in its  
26 entirety. The "Appeals" refer to Plaintiff's appeals of the bankruptcy court's  
automatic stay and injunction orders to this Court. *See* Case Nos. 22-cv-00291  
and 22-cv-00040.

1 Bankruptcy Case. Had the Trustee been successful, most Class members would  
2 receive nothing, and the few who filed claims in bankruptcy would have received  
3 a small fraction of what they will receive through this settlement. Throughout  
4 this litigation, I worked closely with my partners, Leslie Hurst and Thomas  
5 O'Reardon, to manage litigation tasks to efficiently delegate work and avoid  
6 duplication or other inefficiencies. I oversaw each aspect of the litigation and had  
7 primary responsibility for overall litigation strategy and ultimately negotiating  
8 the Settlement. I was personally involved in drafting every substantive pleading  
9 in this litigation. I also took the lead role at all oral arguments and during  
10 settlement mediation before the Honorable Benjamin P. Hursh and subsequent  
11 negotiations.

12 7. To efficiently delegate and allocate responsibilities, I closely  
13 coordinated with others in my office and co-counsel about discovery strategy,  
14 appellate briefing, and finalizing the settlement documentation and associated  
15 exhibits and responsibilities. My partner, Leslie Hurst, took the lead and primary  
16 role in the appellate briefing before this Court relating to the bankruptcy court's  
17 preliminary injunction and automatic stay orders, and the Trustee's related  
18 motions for sanctions and to strike and Plaintiff's opposition to the Trustee's  
19 motion to dismiss the Appeals. Ms. Hurst also presented oral argument on the  
20 Trustee's motion to modify the injunction. Ms. Hurst assisted with the mediation  
21 briefing, participated in numerous teleconferences with the mediator, and was  
22 responsible for finalizing the settlement agreement and related documentation,  
23 coordinating with the Settlement Administrator (Epiq) regarding documentation  
24 required for class member claims, and took the lead role drafting the preliminary  
25 approval papers. My partner, Thomas O'Reardon, also played a primary role in  
26 prosecuting this litigation, including developing legal theories for the complaint,  
coordinating efforts vis a vis the Trustee's actions involving Perkins Coie,  
analyzing relevant class member claims in the Bankruptcy Case, coordinating

1 outreach efforts to class members including serving as the primary contact for the  
2 named plaintiffs throughout the litigation, conducting legal research and assisting  
3 with briefing concerning the numerous automatic stay and preliminary  
4 injunctions motions, pursuing discovery from Perkins Coie and coordinating the  
5 resulting document review and the ESI hosting platform, preparing for settlement  
6 mediation including developing damages models, revising Plaintiff's mediation  
7 briefing and analyzing the mediation memoranda from Defendant and the  
8 Trustee, vetting potential settlement administrators and potential cy pres  
9 recipients, and coordinating with Epiq, the chosen Settlement Administrator to  
10 implement the class notice and claims process and respond to class member  
11 inquiries and monitor claims filing. Ruben Peña was an associate at the firm. Mr.  
12 Peña's work on this litigation involved gathering and analyzing the claims  
13 submitted in the Bankruptcy Case by Class Members. Over 200 people believed  
14 to be members of the Class also submitted claims in the Bankruptcy Case. Most  
15 of these people submitted voluminous claims (some exceeding 1,000 pages),  
16 many of which included email correspondence with Giga Watt and associated  
17 entities, and transaction records relating to Tokens at issue. Mr. Peña's analysis  
18 of these records provided significant benefits in connection with performing  
19 damages analyses, at mediation, in subsequent settlement negotiations, and most  
20 recently in connection with class notice and outreach where these records were  
21 provided to the Claims Administrator for purposes of sending Class Notice  
22 directly to identified Class Members. Mr. Peña also helped prepare the  
23 preliminary approval papers and drafted certain of the settlement exhibits. The  
24 work performed by my firm and by our co-counsel is detailed in my declaration  
25 and the memoranda submitted in connection with preliminary approval. *See* ECF  
26 Nos. 61, 61-2.

8. The services rendered and work performed by my firm's attorneys and staff covered every aspect of this extensive, hard-fought litigation. My firm

1 took the lead at every stage of the Action, the Adversary Proceeding, the  
2 Appeals, and in the Bankruptcy Case responding to the Trustee's attempts to stay  
3 efforts by Plaintiff and the Class to recover against Perkins Coie. These efforts  
4 encompassed motion practice in this Action, the Adversary Proceeding, and the  
5 Bankruptcy Case, propounding and pursuing discovery, and extensive settlement  
6 negotiations, and subsequent efforts relating to settlement notice and  
7 administration. The motion practice benefitting the Class in this Action, the  
8 Adversary Proceeding, the Appeals, and the Bankruptcy Case was substantial  
9 and related to, *inter alia*, Defendant's motion to compel arbitration and stay filed  
10 in this Action, the Trustee's motion to enjoin Plaintiff and the Class in the  
11 Adversary Proceeding, Plaintiff's motion to dismiss the Adversary Proceeding,  
12 the appellate briefing filed in this Court of the orders granting the Trustee's  
13 motion for preliminary injunction and the denial of Plaintiff's motion to dismiss,  
14 the Trustee's motion to modify the preliminary injunction in the Adversary  
15 Proceeding, and the Trustee's motion filed in the Bankruptcy Case for an order  
16 to show cause relating to the automatic stay. These motions were heavily  
17 contested. This litigation also involved pre-suit investigation and substantial  
18 discovery, including 1700 documents (4527 pages) produced by Defendant that  
19 included internal correspondence relating to the escrow account, Giga Watt  
20 facility construction, and the parties' relevant business relationships. In addition  
21 to those documents, voluminous bank and transaction records were produced to  
22 Plaintiff by Defendant and the Trustee. Many factual statements asserted by the  
23 Trustee needed to be verified and were often found to be incorrect or  
24 mischaracterized.

25 9. My firm also took the lead on the significant mediation efforts  
26 needed to reach this Settlement. As discussed in more detail in my previously  
submitted declaration, our firm led the mediation efforts to achieve this  
Settlement and was assisted by our co-counsel. Before mediation, the parties,

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1 including Plaintiff, Perkins Coie, the Trustee, and their counsel, exchanged  
 2 information and briefs to facilitate effective mediation. Judge Hursh generously  
 3 devoted a great deal of time and effort to facilitating settlement. Judge Hursh  
 4 conducted in-depth preparatory calls with the parties before an all-day, in-person  
 5 mediation held on January 20, 2023, in Seattle, Washington. Despite their  
 6 efforts, the parties did not reach a settlement but continued discussions. Judge  
 7 Hursh helped the parties reach a framework for their settlements before his  
 8 involvement ended on April 30, 2023. The parties reached a settlement in  
 9 principle and began to memorialize the settlement. The Trustee continued to  
 10 attempt to disrupt these efforts, continued to attempt to inject new terms that  
 11 would hurt the interests of the Class and continued to attempt to renegotiate  
 12 payment to him effectively from the Class. The settlement process was difficult  
 13 and complicated, involving three parties and two litigations in different courts.  
 14 The parties here continued to push through obstacles to resolution. Discussions  
 15 often broke down, but settlement negotiations continued, often with the  
 16 assistance of Judge Hursh. The Class and Perkins Coie executed the class  
 17 settlement agreement on August 11, 2023, after deferring discussions on  
 18 attorneys' fees and expenses until reaching an agreement on all material terms of  
 19 the Settlement. We also thoroughly vetted the Settlement Administrator, drafted  
 20 preliminary approval briefing, assisted with claims administration and notice  
 21 outreach efforts, have taken the lead on this motion for fees and expenses, and  
 22 will have responsibility for final approval briefing, and litigating any appeals.

23 10. I am familiar with the quality and quantity of work done in this case  
 24 by all lawyers representing Plaintiff and the Class. I have endeavored to ensure  
 25 there was no unnecessary work or duplication of effort. The Settlement  
 26 Agreement authorizes my firm as Class Counsel to allocate any fees and costs  
 award among Plaintiff's Counsel, and I believe we are well-suited to this task.

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1 11. I believe the time expended by my firm in this litigation was  
2 reasonable and necessary considering the amount of work required to litigate this  
3 action for more than three years in this Court and in the related Adversary  
4 Proceeding, Appeals, and Bankruptcy Case. My firm was lead counsel and  
5 played the leading role in briefing and arguing every motion and negotiating the  
6 Settlement. There has been no unreasonable duplication of services for which my  
7 firm and my co-counsel now seek compensation. In the situations in which two  
8 or more attorneys participated in any matter, the participation was reasonable  
9 because of the complexity of the issues involved and the time constraints which  
10 existed. Tasks were delegated appropriately among senior attorneys, junior  
11 attorneys, and paralegals according to their complexity.

12 12. The following information regarding my firm's time and out-of-  
13 pocket expenses is taken from time and expense records prepared and maintained  
14 by the firm in the ordinary course of business. The time records were prepared  
15 daily or shortly thereafter by each attorney or paralegal working on the litigation.  
16 The expense records are prepared from receipts, expense vouchers, check records  
17 and other documents, and are an accurate record of the expenses. Throughout the  
18 litigation I reviewed and approved for payment all out-of-pocket expenses. I also  
19 reviewed the printouts and also reviewed the backup documentation where  
20 necessary. The purpose of these reviews was to confirm the accuracy of the  
21 entries on the printouts as well as the reasonableness of the time and expenses  
22 committed to the litigation.

23 13. The schedule below provides a summary of the hours expended by  
24 timekeepers from my firm who performed work in this litigation. The schedule  
25 includes the name of each person who worked on the case, hourly billing rates,  
26 the number of hours expended, the resulting lodestar, and the bar passage year  
for each timekeeper. The backgrounds and qualifications of the BHO attorneys  
who worked on the matter are set forth in the Firm Resume, which was attached



1 as Exhibit 1 to my previously filed declaration in support of preliminary  
2 approval. *See* ECF No. 61-2. In addition to BHO attorneys listed in the Firm  
3 Resume, BHO's senior paralegal, Dafne Maytorena, has extensive experience.  
4 Prior to joining BHO in 2018, Ms. Maytorena spent six years with the law firm  
5 Kessler Topaz Meltzer & Check LLP, focusing on class action litigation. Before  
6 that, Ms. Maytorena gained additional experience as a paralegal at several other  
7 law firms that also specialize in class action litigation: Robbins Arroyo, LLP,  
8 Faruqi & Faruqi, LLP, and Bernstein, Litowitz, Berger & Grossman, LLP. Ms.  
9 Maytorena earned her Paralegal Certificate from the University of San Diego in  
10 2002, and her bachelor's degree from the University of California, San Diego in  
11 2002. In addition, Adam Bucci is an associate who joined BHO in January 2024.  
12 He received his B.A. in Political Science from Loyola Marymount University  
13 and his J.D. from California Western School of Law where he recipient of the  
14 Gordon & Holmes Oral Advocacy Scholarship. Mr. Bucci was admitted to the  
15 California Bar in 2019. Prior to joining BHO, Mr. Bucci litigated complex  
16 business litigation matters predominantly concerning the payment processing  
17 industry, and for three years prior to that, was Deputy District Attorney at the  
18 San Diego District Attorney's Office where he tried numerous misdemeanor and  
19 felony jury trials.

19 14. The lodestar calculation is based on the firm's current billing rates,  
20 other than those no longer employed by the firm, in which event their billing rate  
21 at the time they stopped working at the firm is used. These rates have been  
22 determined to be reasonable by numerous other courts in class action litigations.  
23 A sample of courts that have approved BHO's standard billing rates and  
24 attorneys' fees as reasonable include:

25 • *Harbour v. Cal. Health & Wellness Plan*, No. 5:21-cv-03322-  
26 EJD, 2024 U.S. Dist. LEXIS 7783, at \*23 (N.D. Cal. Jan. 16, 2024) (approving

1 rates of BHO and co-counsel from \$425 to \$1,200 for attorneys as “within the  
2 range of those approved in other similar cases”);

3 • *Yamagata v. Reckitt Benckiser LLC*, No. 3:17-cv-03529-VC,  
4 2021 U.S. Dist. LEXIS 244276, at \*12 (N.D. Cal. Oct. 28, 2021) (approving  
5 hourly rates of BHO as “reasonable, and that the hours expended were  
6 reasonable”);

7 • *Rikos v. P&G*, No. 1:11-cv-226, 2018 U.S. Dist. LEXIS  
8 72722, at \*26-27 (S.D. Ohio Apr. 30, 2018) (finding that BHO was “highly  
9 qualified and ha[s] substantial experience in federal courts and class action  
10 litigation” and that their hours expended and “customary hourly rate”  
11 demonstraed the requested fee was reasonable);

12 • *Warner v. Toyota Motor Sales, U.S.A., Inc.*, No. CV 15-2171  
13 FMO (FFMx), 2017 U.S. Dist. LEXIS 77576, at \*42-43 (C.D. Cal. May 21,  
14 2017) (approving BHO rates as reasonable given “the prevailing rates in the  
15 community for lawyers of comparable skill, experience, and reputation”);

16 • *In re Adobe Systems Inc. Privacy Litig.*, No. 5:13-cv-05226-  
17 LHK, Doc. No. 107 (N.D. Cal. Aug. 13, 2015) (approving hourly rates and time  
18 spent by BHO, finding “counsel’s hourly rates to be reasonable and in line with  
19 the prevailing rates in the community for complex litigation”);

20 • *In re Hydroxycut Mktg. & Sales Practices Litig.*, MDL No.  
21 2087, 2014 U.S. Dist. LEXIS 162106, at \*192 (S.D. Cal. Nov. 18, 2014)  
22 (approving hourly rates of Blood Hurst & O’Reardon, LLP as “typical rates for  
23 attorneys of comparable experience”);

24 • *In re Skechers Toning Shoe Prods. Liab. Litig.*, MDL No.  
25 2308, 2013 U.S. Dist. LEXIS 67441, at \*51-52 (W.D. Ky. May 13, 2013)  
26 (approving BHO’s hourly rates, stating that “a lodestar cross-check demonstrates  
the reasonableness of the fees award”);

1 • *Dennis v. Kellogg Co.*, No. 09-cv-1786-L (WMC), 2013 U.S.  
2 Dist. LEXIS 163118, at \*22-23 (S.D. Cal. Nov. 14, 2013) (approving BHO's  
3 hourly rates as "fall[ing] within typical rates for attorneys of comparable  
4 experience");

5 • *Johnson v. General Mills, Inc.*, No. SACV 10-00061-  
6 CJC(ANx), 2013, U.S. Dist. LEXIS 90338, at \*19-21 (C.D. Cal. June 17, 2013)  
7 (approving hourly rates and time spent by BHO, stating "[t]he Court has  
8 considered class counsel's rates and finds they are reasonable because of the  
9 experience of the attorneys and prevailing market rates") (citing BHO firm  
resume);

10 • *Blessing v. Sirius XM Radio, Inc.*, No. 09 CV 10035 (HB),  
11 2011 U.S. Dist. LEXIS 94723, at \*17 (S.D.N.Y. Aug. 24, 2011) (approving fee  
12 award as "reasonable under both the lodestar and percentage method of  
13 calculation");

14 • *Hartless v. Clorox Company*, 273 F.R.D. 630, 644 (S.D. Cal.  
15 2011) (overruling objections to hourly rates, stating that BHO's hourly rates  
16 "have been accepted in other class action cases and are comparable to rates  
17 approved by other district courts in class action litigation").

18 15. Further, based on my knowledge of the class action plaintiff's bar  
19 nationwide, the rates charged by my firm are in line with or lower than the rates  
20 charged by other firms that handle class actions of similar size and complexity.  
21 *See Pelletz v. Weyerhaeuser Co.*, 592 F. Supp. 2d 1322, 1326-27 (W.D. Wash.  
22 2009) (approving 2009 hourly rates of firms from Seattle, New York, Illinois,  
23 Ohio, and Washington, D.C.; partner rates up to \$800 and associates to \$380);  
24 *Orthopaedic Hosp. v. Encore Med., L.P.*, No. 3:19-cv-00970-JLS-AHG, 2021  
25 U.S. Dist. LEXIS 225014, at \*40 (S.D. Cal. Nov. 19, 2021) (2020 and 2021  
26 partner rates of \$925-\$1,225, associate rates of \$770-\$1,065); *Hefler v. Wells  
Fargo & Co.*, No. 16-CV-05479-JST, 2018 U.S. Dist. LEXIS 213045, at \*38

1 (N.D. Cal. Dec. 17, 2018) (approving rates from \$650 to \$1,250 for partners or  
 2 senior counsel, \$400 to \$650 for associates); *In re Volkswagen "Clean Diesel"*  
 3 *Mktg., Sales Practices, & Prods. Liab. Litig.*, No. 2672 CRB (JSC), 2017 U.S.  
 4 Dist. LEXIS 39115, at \*732 (N.D. Cal. Mar. 17, 2017) (\$275 to \$1,600 for  
 5 partners, \$150 to \$790 for associates, and \$80 to \$490 for paralegals); *Schneider*  
 6 *v Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 601 (N.D. Cal. Nov. 4, 2020)  
 7 (\$830 to \$1,275 for partners and \$425 to \$695 for associates); *Carlotti v. Asus*  
 8 *Comput. Int'l*, No. 18-cv-03369-DMR, 2020 U.S. Dist. LEXIS 108917, at \*15  
 9 (N.D. Cal. June 22, 2020) (\$950 and \$1,025 for partners); *Dickey v. Advanced*  
 10 *Micro Devices, Inc.*, No. 15-cv-04922-HSG, 2020 U.S. Dist. LEXIS 30440, at  
 11 \*22 (N.D. Cal. Feb. 21, 2020) (\$615-\$1,000 for partners and \$275-\$575 for  
 12 associates); *Gutierrez v. Wells Fargo Bank, N.A.*, No. C 07-5923, 2015 U.S. Dist.  
 13 LEXIS 67298, at \*15 (N.D. Cal. May 21, 2015) (\$475-\$975 for partners, \$300-  
 14 \$490 for associates, \$150-\$430 for paralegals, and \$250-\$340 for litigation  
 15 support); *In re Animation Workers Antitrust Litig.*, No. 14-CV-4062-LHK, 2016  
 16 U.S. Dist. LEXIS 156720, at \*20 (N.D. Cal. Nov. 11, 2016) (up to \$1,200 for  
 17 senior attorneys and \$290 for paralegals); *In re High-Tech Empl. Antitrust*  
 18 *Litig.*, No. 11-CV-02509-LHK, 2015 U.S. Dist. LEXIS 118052, at \*33-34 (N.D.  
 19 Cal. Sept. 2, 2015) (\$490-\$975 for partners, \$310-\$800 for non-partner attorneys,  
 20 and \$190-\$430 for paralegals, law clerks, and litigation support staff); *In re*  
 21 *Anthem, Inc. Data Breach Litig.*, No. 15-MD-02617-LHK, 2018 U.S. Dist.  
 22 LEXIS 140137, at \*122-23 (N.D. Cal. Aug. 17, 2018) (\$400-\$975 for partners,  
 23 \$185-\$900 for non-partner attorneys, \$95-\$440 for paralegals, law clerks, and  
 24 litigation support staff, and \$270-\$345 for summer law clerks). Based on the  
 25 years and depth of experience of each of the attorneys and staff, the hourly rates  
 26 of \$280.00 to \$960.00 are reasonable.

16. In connection with this renewed motion, we performed an entry-by-  
 entry analysis to determine if the billed time benefitted this litigation and was

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1 reasonable in amount. To be conservative, we reduced or excluded all entries  
 2 where based my knowledge of this litigation in particular and my professional  
 3 judgment gained from the dozens of class action lawsuits I have worked on for  
 4 30 years, indicated the work or time spent may have been unreasonable. After  
 5 factoring in exclusion of certain time entries, the total number of hours spent on  
 6 this litigation by professional staff at my firm as of April 8, 2024, was 1,618.25  
 7 hours. The total lodestar for the professional staff is \$1,110,596.25.

Attorney/Paralegal	Hours	Rate	Lodestar	Bar Admission
Timothy G. Blood (Partner)	218.25	\$960	\$209,520.00	1990
Leslie E. Hurst (Partner)	537.00	\$810	\$434,970.00	1995
Thomas J. O'Reardon II (Partner)	379.00	\$710	\$269,090.00	2006
Paula R. Brown (Partner)	3.50	\$660	\$2,310.00	2007
Jennifer MacPherson (Of Counsel)	16.00	\$585	\$10,800.00	1999
Craig W. Straub (Associate)	3.00	\$575	\$1,725.00	2007
Ruben Peña (Associate)	338.00	\$425	\$143,650.00	2019
Adam M. Bucci (Associate)	27.25	\$425	\$11,581.25	2019
Dafne Maytorena (Paralegal)	96.25	\$280	\$26,950.00	
<b>TOTALS</b>	<b>1,618.25</b>		<b>\$1,110,596.25</b>	

17. The hours and lodestar incurred by my firm will increase because, as Class Counsel, my firm is responsible for any further briefing in this case, attending the final approval hearing, and performing the post hearing work, including claims administration. To date, my firm has received and personally responded to calls and emails from dozens of Class Members about the

1 Settlement. My firm also cross-checked creditor claims filed in the Bankruptcy  
2 Case and prior correspondence with Class Members to ensure that those who  
3 were likely Class Members filed a Claim and if they did not, reached out to those  
4 individuals through phone calls and emails to remind them of the Settlement and  
5 encourage them to submit a Claim. On an ongoing basis, my firm will continue  
6 to be in regular contact with Defendant's counsel and the Settlement  
7 Administrator regarding any Class Member inquiries, will continue to oversee  
8 the administration process, and will continue to regularly review and act on the  
9 reports provided by the Settlement Administrator.

10 18. My firm's lodestar figures are based upon the firm's billing rates,  
11 which rates do not include charges for expense items. Expense items are billed  
12 separately, and such charges are not duplicated in my firm's billing rates.

13 19. As detailed below, my firm has incurred a total of \$8,239.98 in  
14 unreimbursed expenses in connection with the prosecution of this litigation from  
15 inception through March 25, 2024. The expenses incurred in this action are  
16 reflected in the books and records of my firm. These books and records are  
17 prepared from expense vouchers, check records and other source materials and  
18 are an accurate record of the expenses incurred.

19 20. The out-of-pocket litigation expenses incurred by BHO are  
20 reasonable in amount and were necessary for the effective and efficient  
21 prosecution of the litigation. In addition, I believe the expenses are of a type that  
22 normally would be charged to a fee-paying client in the private legal marketplace  
23 and have been charged by my firm to fee-paying clients. They are also the  
24 categories of expenses that have been awarded to my firm and other plaintiff's  
25 counsel in other class action settlements, including in the following cases:  
26 *Yamagata v. Reckitt Benckiser LLC*, No. 3:17-cv-03529-VC (N.D. Cal. 2021);  
*Warner v. Toyota Motor Sales, U.S.A., Inc.*, No. CV 15-2171 FMO (FFMx)  
(C.D. Cal. 2017); *Murr v. Capital One Bank (USA), N.A.*, No. 1:13-cv-01091-

1 LMB-TCB (E.D. Va. 2015); *In re: Hydroxycut Mktg. and Sales Prac. Litig.*,  
 2 MDL No. 2086 (S.D. Cal. 2014); *Serochi v. Bosa*, No. 2009-00096686 (S.D.  
 3 Super. Ct. 2014); *Hartless v. Clorox Co.*, No. 06-cv-02705 (S.D. Cal. 2011);  
 4 *Johnson v. Gen. Mills, Inc.*, No. 10-cv-00061 (C.D. Cal. 2013); *Grabowski v.*  
 5 *Skechers U.S.A., Inc.*, No. 12-cv-00204 (W.D. Ky. 2013); *Schwartz v. Reebok*  
 6 *Int'l Ltd.*, No. 10-cv-12018 (D. Mass. 2012); *Nelson v. Mead Johnson & Co.,*  
 7 *LLC*, No. 09-cv-61625 (S.D. Fla. 2012); and *Gemelas v. The Dannon Co., Inc.*,  
 8 No. 08-cv-00236 (N.D. Ohio 2011).

9 21. As of March 25, 2024, my firm's out-of-pocket litigation expenses  
 10 are \$8,239.98:

Expense Category	Total
Photocopying / Printing	\$463.05
Pro Hac Vice Fees	\$1,200.00
Hearing Transcripts	\$369.45
Electronic Document Management	\$1,929.25
Online Research (LexisNexis, PACER)	\$3,252.72
Conference Calls	\$69.62
Transportation, Hotels & Meals	\$955.89
<b>TOTAL</b>	<b>\$8,239.98</b>

17 22. The following is additional information regarding these expenses:

18 (a) Photocopying/Printing: The requested copy costs were  
 19 incurred in connection with providing the Court with hard copies of filings and  
 20 additional in-house copies, printing case law when necessary, analyzing certain  
 21 documents produced in discovery, and printing copies of documents for use in  
 22 mediation. Each time our copy machine is used, our billing system requires that a  
 23 case code be entered. For each page copied or printed, my firm charges 35 cents.  
 24 This is the rate charged to all clients, including non-contingency clients. The rate  
 25 is determined by calculating the approximate cost to my firm per page, without  
 26 any mark-up. The calculation includes the monthly copy machine rental, the

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1 price-per-page charged by our vendor and paper and toner costs, which are not  
2 included in the price-per-page cost. The average is approximate because it varies  
3 each month depending upon the number of photocopies made for a particular  
4 month, but 35 cents is an accurate approximate average over time. The per-page  
5 amount is higher than an outside copy service because we print relatively few  
6 copies as part of an effort to use less paper.

7 (b) Pro Hac Vice Fees: These costs are pro hac vice fees for  
8 Timothy Blood, Thomas O'Reardon, and Leslie Hurst to appear in this action  
9 and the related adversary proceeding, appeals and bankruptcy matter.

10 (c) Hearing Transcripts: These costs are the court reporter fees  
11 for the transcripts of hearings that took place in the related adversary proceeding  
12 on 11/9/21, 12/7/21, 12/16/21, and 6/28/22.

13 (d) Electronic Document Management: This is for amounts paid  
14 to e-discovery specialist, Ankura Consulting, for monthly hosting, storage and  
15 management of documents produced in the Action in response to discovery  
16 requests. Defendant produced over 4,500 pages of discovery, including emails.  
17 Thus, it was necessary for my firm to be able to search, review, code, and  
18 organize these documents on secure, Internet-based electronic databases. The  
19 Casepoint platform hosted by Ankura is a standard ESI tool used in complex  
20 litigation involving large data productions. The online platform allowed us to  
21 efficiently coordinate document review and coding in connection with motions  
22 and mediation efforts.

23 (e) Online Research: \$650.62 was paid to LexisNexis for legal  
24 research, \$2,577.10 was paid to the Administrative Office of the United States  
25 Courts for PACER research of federal court filings, and \$25 was paid to  
26 TransUnion for background research on witnesses. LexisNexis is used to obtain  
access to legal research, factual databases, and for cite-checking of briefs. The  
expense amount detailed herein represents the out-of-pocket costs incurred by



1 my firm in connection with use of these services in connection with this  
2 litigation. My firm has a flat-rate contract with LexisNexis for use of its services.  
3 When my firm utilizes LexisNexis services, a billing code is entered for the  
4 specific case being researched. At the end of each billing period in which a  
5 service is used, BHO's costs for such services are allocated to specific cases  
6 based on the percentage of use in connection with that specific case in the billing  
7 period. As a result of the flat fee we negotiated with LexisNexis, we do not  
8 charge the "market rate" for *a la carte* use of online legal research services,  
9 which some law firms charge their clients. We also do not otherwise mark-up  
10 LexisNexis bills, as some firms do. The PACER research primarily related to  
11 accessing the voluminous claimant submissions made in the Bankruptcy Case,  
12 which we analyzed closely for purposes of litigation strategy, pursuing discovery,  
13 contacting class members, calculating damages, and in connection with  
14 mediation efforts.

14 (f) Conference Calls: Conference call charges were incurred to  
15 make or host eleven conference calls in this litigation. The conference call  
16 charges are allocated to each case by punching in a case code after accessing the  
17 conference call number. The case code is mandatory to host a conference call. At  
18 the end of each billing period, the conference call charges for each case are  
19 entered into our billing system.

20 (g) Transportation, Hotels and Meals: These travel costs were in  
21 connection with my travel for the in-person settlement mediation before Judge  
22 Hursh, during which I took a lead role. My airfare was booked in coach class.

23 23. Collectively, Plaintiffs' Counsel seek reimbursement of \$9,760.65  
24 in out-of-pocket expenses from this litigation. As stated in their respective  
25 declarations, the firms have each expended the following amounts:  
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<b>Firm</b>	<b>Expenses Requested</b>
Blood Hurst & O'Reardon, LLP	\$8,239.98
Western Washington Law Group PLLC	\$1,520.67
<b>TOTAL</b>	<b>\$9,760.65.65</b>

24. Based on the information provided in the concurrently filed declarations of Plaintiffs' Counsel, the total number of hours spent on this litigation by Plaintiffs' Counsel is 2,123.40, for a total lodestar of \$1,362,060.50.

<b>Firm</b>	<b>Hours</b>	<b>Lodestar</b>
Blood Hurst & O'Reardon, LLP	1,618.25	\$1,110,596.25
Western Washington Law Group PLLC	505.15	\$251,464.25
<b>TOTAL</b>	<b>2,123.40</b>	<b>\$1,362,060.50</b>

25. As to monetary damages, claimants will receive cash payment representing about 30% to 150% of their loss, depending on the claims rate and whether Plaintiffs' or Defendants' damage calculation is assumed, the interpretation of the escrow agreement, and the extent to which certain Giga Watt facilities were operational and available to Class Members, among other disputed facts that inform the amount of money that could be released from escrow.

26. As of April 9, 2024, I am not aware of any objections, and I am informed by the Settlement Administrator there are no opt-outs. The deadline to object or opt out is April 30, 2024. Class Counsel will substantively address in detail any objections and requests for exclusion on May 14, 2024, in connection with the reply to this motion.

I declare under penalty of perjury that the foregoing is true and correct.  
Executed this 9th day of April 2024, at San Diego, California.

By: s/ Timothy G. Blood  
TMOTHY G. BLOOD