

[Submitting Counsel on Signature Page]

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

IN RE CALIFORNIA GASOLINE SPOT  
MARKET ANTITRUST LITIGATION

CASE NO. 3:20-cv-03131-JSC

**SUPPLEMENTAL DECLARATION OF  
DENA C. SHARP AND CHRISTOPHER L.  
LEBSOCK IN SUPPORT OF MOTIONS  
FOR FINAL APPROVAL AND FOR  
ATTORNEYS' FEES, EXPENSES, AND  
SERVICE AWARDS**

\_\_\_\_\_  
This Document Relates to:  
All Actions

**MOTION HEARING**

DATE: March 12, 2025  
TIME: 9:00am  
LOCATION: Courtroom 8, 19<sup>th</sup> Floor

HON. JACQUELINE S. CORLEY

**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

I. INTRODUCTION ..... 1

II. SUPPLEMENTAL INFORMATION ..... 2

    A. Information Regarding Claims Filings and Expected Recoveries ..... 2

    B. Information Regarding Requested Expense Reimbursements ..... 5

        1. Litigation Fund Expenses ..... 6

            i. Investigation and Consulting (\$26,525.25) ..... 6

            ii. Data and Document Hosting (\$456,859.81) ..... 6

            iii. Service of Process and Couriers (\$13,971.05) ..... 8

            iv. Translation/Interpretation (\$52,516.38) ..... 8

            v. Phone Records Analytics (\$27,435.00) ..... 9

            vi. Third Party Subpoena Compliance (\$31,568.61) ..... 10

            vii. Depositions, Court Reporting and Transcripts (\$167,176.68) ..... 11

            viii. Experts (\$5,607,358.86) ..... 12

            ix. Mediation Services (\$43,590.00) ..... 19

        2. Class Counsel Firm Expenses ..... 19

            i. Travel (\$23,710.99) ..... 19

            ii. Computer Research (\$82,761.45) ..... 21

            iii. Court Fees (\$4,159.20) ..... 22

            iv. Delivery (\$1,189.51) ..... 22

            v. Consultants (\$1,738.80) ..... 22

            vi. Communication (\$134.19) ..... 23

            vii. Process Service (\$4,617.80) ..... 23

            viii. Photocopying (\$9,120.37) ..... 23

    C. Update on State Court Proceedings. .... 24

28

**TABLE OF AUTHORITIES**

**Cases**

*Auto. Prods. plc v. Tilton Eng’g, Inc.*  
 1993 WL 660146 (C.D. Cal. Nov. 18, 1993)..... 23

*Carlin v. DairyAmerica, Inc.*  
 380 F. Supp. 3d 998 (E.D. Cal. 2019)..... 21

*Cnty. of San Mateo v. CSL Ltd.*  
 2014 WL 4100602 (N.D. Cal. Aug. 20, 2014)..... 12

*Destefano v. Zynga, Inc.*  
 2016 WL 537946 (N.D. Cal. Feb. 11, 2016)..... 6, 23

*Fleming v. Impax Lab ’ys Inc.*  
 2022 WL 2789496 (N.D. Cal. July 15, 2022)..... 19

*Glaberson v. Comcast Corp.*  
 2015 WL 5582251 (E.D. Pa. Sept. 22, 2015) ..... 18

*In re California Gasoline Spot Mkt. Antitrust Litig.*  
 2022 WL 3215002 (N.D. Cal. Aug. 9, 2022)..... 12

*In re Capacitors Antitrust Litig.*  
 2020 WL 6813220 (N.D. Cal. Sept. 15, 2020)  
*report and recommendation*, 2020 WL 6544472 (N.D. Cal. Nov. 7, 2020)..... 5

*In re High-Tech Emp. Antitrust Litig.*  
 2015 WL 5158730 (N.D. Cal. Sept. 2, 2015) ..... 5, 11

*In re Interior Molded Doors Indirect Purchaser Antitrust Litig.*  
 2021 WL 5195089 (E.D. Va. July 27, 2021) ..... 10

*In re LIBOR-Based Fin. Instruments Antitrust Litig.*  
 327 F.R.D. 483 (S.D.N.Y. 2018) ..... 18

*In re Lidoderm Antitrust Litig.*  
 2018 WL 4620695 (N.D. Cal. Sept. 20, 2018) ..... 21, 22, 23

*In re Lithium Ion Batteries Antitrust Litig.*  
 2020 WL 7264559 (N.D. Cal. Dec. 10, 2020)  
*aff’d*, 2022 WL 16959377 (9th Cir. Nov. 16, 2022) ..... passim

*In re Packaged Seafood Antitrust Litig.*  
 2024 WL 4941471 (S.D. Cal. Nov. 22, 2024) ..... 5, 20, 22, 23

1 *In re: Cathode Ray Tube (Crt) Antitrust Litig.*  
2 2016 WL 183285 (N.D. Cal. Jan. 14, 2016) ..... 19  
3 *Rivera v. Portfolio Recovery Associates, LLC*  
4 2013 WL 5311525 (N.D. Cal. Sept. 23, 2013) ..... 8, 23  
5 *Roches v. California Physicians’ Serv.*  
6 2018 WL 11608145 (N.D. Cal. July 5, 2018)..... 21  
7 *Thomas v. MagnaChip Semiconductor Corp.*  
8 2018 WL 2234598 (N.D. Cal. May 15, 2018) ..... 22  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

1 We, Dena C. Sharp and Christopher L. Lebsock, declare as follows.

2 1. We are partners at the law firms of Girard Sharp LLP and Hausfeld LLP, respectively.  
3 The Court appointed our firms as Co-Lead Interim Class Counsel for Plaintiffs<sup>1</sup> in the above-captioned  
4 action. We submit this supplemental declaration in support of (i) Class Counsel’s Motion for  
5 Attorneys’ Fees, Expenses, and Service Awards (“Fee Motion”) and (ii) Settlement Class  
6 Representatives’ Motion for Final Approval of Class Action Settlement and Certification of Settlement  
7 Class (“Final Approval Motion”). We have personal knowledge of the information set forth in this  
8 declaration and, if called to testify, could testify competently thereto. Girard Sharp LLP and Hausfeld  
9 LLP, together with the other firms that performed work in this matter on behalf of Plaintiffs at their  
10 direction, are referred to as “Class Counsel.”

11 **I. INTRODUCTION**

12 2. On December 6, 2024, Class Counsel filed their Fee Motion for reimbursement of  
13 expenses incurred in prosecuting the claims of the proposed settlement class, among other things. Dkt.  
14 621. Twelve days later, on December 18, 2024, Settlement Class Representatives<sup>2</sup> filed their Final  
15 Approval Motion in regards to their settlement with Defendants. Dkt. 622. Both motions were  
16 supported by the Declaration of Dena Sharp and Christopher Lebsock, Dkt. 621-1 (Dec. 6, 2024) (“Co-  
17 Lead Decl.”).

18 3. On February 14, 2025, the Court entered an order directing Settlement Class  
19 Representatives and Class Counsel to provide a supplemental brief in support of both motions.  
20 Specifically, the Court directed Class Counsel to provide additional information regarding the number  
21 of claims filed and expected payment amounts, as well as details relating to the expenses for which  
22

---

23 <sup>1</sup> “Plaintiffs” refers to Plaintiffs Pacific Wine Distributors, Inc. (“PWDI”), Fricke-Parks Press, Inc.  
24 (“Fricke- Parks”), Equality Wines LLC (“Equality Wines”), Bogard Construction, Inc. (“Bogard”),  
25 Ritual Coffee Roasters, Inc. (“Ritual”), Justin Lardinois, Asante Cleveland, and Dona Young, who filed  
the Consolidated Class Action Complaint, Dkt. 186.

26 <sup>2</sup> “Settlement Class Representatives” refers to Fricke-Parks Press, Inc., Bogard Construction, Inc., and  
27 Ritual Coffee Roasters, Inc., who entered into a class settlement with Defendants.

1 Class Counsel sought reimbursement. In accordance with the Court’s order, and having further  
 2 reviewed and analyzed the relevant records, Class Counsel provide updated statistics on claims and  
 3 estimated average class member payments (Section III.A), as well as details on each category of  
 4 expenses for which Class Counsel seek reimbursement (Section III.B). We will be prepared to address  
 5 any other questions the Court may have at the March 12, 2025, hearing.

## 6 **II. SUPPLEMENTAL INFORMATION**

### 7 **A. Information Regarding Claims Filings and Expected Recoveries**

8 4. Verita had received 8,175 timely-filed claim forms, of which 1,548 are from businesses  
 9 and 6,627 from individuals.<sup>3</sup> Supplemental Declaration of Zachary Cooley Regarding Claims  
 10 Administration (filed concurrently with this supplemental declaration) (“Cooley Supp. Decl.”) at ¶ 4.  
 11 As detailed below, because Verita’s verification process is still in process, Class Counsel is only able at  
 12 this time to provide *estimates* of the average recovery of valid claimants—based on the claims rate, the  
 13 results of the documentation review so far, and reasonable assumptions. *Id.* at ¶¶ 7-8. Verita estimates  
 14 that the average payment for California business claimants will be \$800.88, and \$20.61 for out-of-state  
 15 consumer claimants. *Id.* at ¶ 8. The estimate for business claimants excludes the 13 highest-claiming  
 16 business, which have projected payouts of more than \$20,000 each (given significant fleets and driving  
 17 patterns), and therefore skew the average; with these 13 more substantial claims included in the  
 18 calculation, the estimated average payout for businesses is \$11,088. *Id.* For context, the estimated  
 19 claims rates are approximately 2.55% for businesses and 0.12% for individuals. *Id.* at ¶ 4. The proof of  
 20 purchase requirements and the passage of time since the alleged misconduct in large part explain the  
 21 relatively low estimated claims rate for out-of-state consumers in particular.

22 5. By way of background, since the claims submission deadline on January 8, Verita has  
 23 been working expeditiously to review all submitted supporting documentation to validate the amounts  
 24 Claimants claimed to have purchased. *Id.* This process includes a manual review of voluminous

25 \_\_\_\_\_  
 26 <sup>3</sup> Verita received 125 additional timely filed claim forms via U.S Mail since the date of their last  
 27 declaration—January 22, 2025. Cooley Supp. Decl. at n.1.

1 receipts, bank statements, tax records, and other miscellaneous documents submitted by Claimants. *Id.*  
 2 After Verita completes this review, it plans to send deficiency notices by the end of March to certain  
 3 Claimants to provide them an opportunity to submit additional documents to substantiate their claimed  
 4 purchase amounts. *Id.* at ¶ 5. If a Claimant responds to the deficiency notice with additional proof of  
 5 purchase, Verita will review that documentation and update their records accordingly. *Id.* After the  
 6 deficiency notice period concludes, Verita plans to review claims for fraud and duplicate  
 7 submissions—a process that must be completed *after* the documentation review is finalized for best  
 8 results. *Id.* at ¶ 6. Also, should the Court approve Class Counsel’s proposal regarding certain late claims  
 9 (Dkt. 624 at 2), Verita plans to perform parallel outreach to individuals who contacted Verita about late  
 10 claim submission between January 9, 2025, and January 28, 2025, and allow for their submissions to be  
 11 treated as timely. *Id.*

12 6. With all that said, the estimates set out above (with an average payment for businesses at  
 13 \$800.88 and out-of-state consumers at \$20.61) are based on reasonable assumptions, informed by,  
 14 among other things, the documentation review performed thus far—including: (1) at a minimum, there  
 15 will be approximately \$728,848 available for payout to out-of-state consumers in the Non-California  
 16 Consumer Pool and \$4,130,143 for payout to businesses in the Business Pool initially;<sup>4</sup> (2) total  
 17 payments from the Non-California Consumer Pool will be roughly \$4,623, which while admittedly not  
 18 a large amount, would correspond to full recovery of the corresponding single damages for valid  
 19 consumer claimants and therefore result in the unused funds spilling over to the Business Pool;<sup>5</sup> (3) the

21 <sup>4</sup> These figures are based on the following assumptions: \$6,554,433.95 in case costs, \$564,000 in  
 22 claims administration fees; \$15,000 in service awards, \$144,851.01 in interest, and \$2,082,425.12 in  
 23 counsel fees. Cooley Supp. Decl. at n.3. The figures will, of course, be adjusted based on the ultimate  
 outcomes.

24 <sup>5</sup> See Dkt. 601-3 (Plan of Allocation), Clause 27 (“If the *pro rata* distribution of the funds in an  
 25 Allocation Pool to Eligible Claimants within that pool as set forth in paragraphs 22-26 would result in  
 26 Eligible Claimants in that pool receiving more than their collective single damages (based on the below  
 calculations), then the amount initially allocated to that pool that is in excess of the pool’s Eligible  
 Claimants’ collective single damages shall be allocated to the other pool until that pool’s Eligible  
 Claimants have also received their collective single damages. Any remaining excess shall be divided

1 Business Pool would then increase to approximately \$4,854,369, and all funds will be used for payouts  
2 to the valid business claimants. *Id.* at ¶ 8. The final average payments may deviate from these estimates  
3 depending on various factors, including the results of the documentation review, the planned deficiency  
4 process, the fraud review, and any allowed late claims. *Id.* As part of a distribution motion, after  
5 Verita’s claims review concludes, Class Counsel will provide additional information to the Court on  
6 average recovery.

7 7. Although not final, Verita’s estimates are consistent with the design, purpose, and  
8 expectations of the Settlement Agreement. First, Class Counsel estimated businesses suffered 85% of  
9 Settlement Class damages and therefore allocated that percentage of the Settlement Fund to the  
10 Business Pool. Dkt. 601 at 22-23 (Preliminary Approval Motion). Second, Class Counsel anticipated  
11 that businesses would claim at a higher rate than out-of-state consumers, and would be more likely to  
12 retain proof of purchase. *See* Dkt. 613 at 1 (Supp. Submission iso Prelim. Approval Mot.) (“The [lower  
13 claims rate] estimate for Non-California Consumers is consistent with the Court’s observation that the  
14 claims rate for out-of-state buyers would be expected to be low. Aug. 8, 2024, Hrg. Tr. at 14:11-12.”).  
15 Third, Class Counsel designed the Plan of Allocation so that the Non-California Consumer Pool would  
16 spill over into the Business Pool if the former was not exhausted by distribution of single damages to  
17 out-of-state consumers. Finally, Class Counsel required proof of purchase given the proliferation of  
18 sophisticated automated fraud targeting no-proof consumer settlements to ensure that only eligible  
19 claimants receive distribution from the Settlement Fund. *See* Dkt. 601 at 22 (citing Sharp Decl. Ex. B at  
20 ¶¶ 15-16).

21 8. Verita’s results to date suggest all these assumptions were accurate. Out-of-state  
22 consumers claimed at a lower rate than the businesses in the class definition, and the proof of purchase  
23 requirement appears to have effectively limited fraudulent claims. Valid out-of-state consumer  
24 claimants will likely receive single damages – which are in general much lower for them than for the  
25 \_\_\_\_\_  
26 between the pools with the Non-CA Consumer Pool receiving [ ]15% of the excess and the Business  
Pool receiving [ ]85% of the excess.”).



1 business claimants, given miles covered and gasoline purchased – and the remaining Non-California  
 2 Consumer Pool will spill over to the Business Pool to provide business claimants with closer to their  
 3 single damages, thus resulting in an average payment to the businesses that is much higher than the  
 4 average payment to the out-of-state consumers.

5 9. Class Counsel will file a Post Distribution Accounting pursuant to this District’s  
 6 Procedural Guidance for Class Action Settlements at the conclusion of the distribution of the  
 7 Settlement Fund with updated metrics on the distribution to the Settlement Class.

8 **B. Information Regarding Requested Expense Reimbursements**

9 10. The December 6, 2024, declaration of Co-Lead Interim Class Counsel listed the  
 10 expenses incurred in the prosecution of this litigation, broken down into nine categories paid from the  
 11 litigation fund and eight categories paid by individual firms. Co-Lead Decl. at ¶¶ 17-19. Those  
 12 expenses total \$6,554,433.95. The Court’s February 14 Order noted the substantial amount of expenses  
 13 incurred generally, as well as in certain categories specifically, and directed Class Counsel to provide  
 14 further details about these expenses.

15 11. Class Counsel provide details below for the expenses incurred in each of the categories.  
 16 As one overarching point of reference, Class Counsel note that expense requests in other matters  
 17 confirm and underscore the significant costs of complex antitrust cases.<sup>6</sup> And no class member has  
 18 objected to the proposed expense reimbursement amount.

19  
 20  
 21  
 22 <sup>6</sup> See *In re Capacitors Antitrust Litig.*, 2020 WL 6813220, at \*6 (N.D. Cal. Sept. 15, 2020)  
 23 (recommending approval of \$9,062,184.75 in expenses, bringing total expenses in price-fixing case to  
 24 over \$17 million) *report and recommendation approved*, 2020 WL 6544472 (N.D. Cal. Nov. 7, 2020);  
 25 *In re High-Tech Emp. Antitrust Litig.*, 2015 WL 5158730, at \*16 (N.D. Cal. Sept. 2, 2015) (\$5 million);  
 26 *In re Lithium Ion Batteries Antitrust Litig.*, 2020 WL 7264559, at \*23 (N.D. Cal. Dec. 10, 2020), *aff’d*,  
 27 2022 WL 16959377 (9th Cir. Nov. 16, 2022) (granting \$6,751,735.84 in unreimbursed expenses (less  
 28 \$860,188.50 previously approved)); *In re Packaged Seafood Antitrust Litig.*, 2024 WL 4941471 (S.D.  
 Cal. Nov. 22, 2024) (awarding \$1,618,489.24 in expenses, in addition to \$4,155,027.67 previously  
 approved to end payor plaintiffs).



1 purchasers.

2 16. In addition, Class Counsel also stored documents produced in the related case, *Persian*  
3 *Gulf, Inc. v. BP West Coast Products*, Case No. 3:15-cv-1749-JO-AGS (S.D. Cal.). In the *Persian Gulf*  
4 case, plaintiffs alleged antitrust claims against gasoline refiners for elevated prices in California,  
5 encompassing the same period at issue here. Extensive discovery was conducted in *Persian Gulf*,  
6 resulting in a host of documents and data relevant to this case, including information on pricing in the  
7 California gasoline market, supply shortages caused by refinery outages, pricing strategies and  
8 decisions of refiners, and other market factors relevant to Plaintiffs' claims. Hosting and organizing  
9 these materials was essential to efficiently leverage this valuable evidence and to ensure we had a  
10 comprehensive understanding of all the information available to Defendants.

11 17. These hosted productions were vital for Plaintiffs in building their case and prosecuting  
12 the action through class certification; they were used in depositions, briefing, expert reports, and  
13 generally for the development of a cohesive narrative in preparation for summary judgment and trial.  
14 The hosting platform—which Class Counsel paid for—allowed for the millions of documents and data  
15 to be searched, organized, reviewed, and tagged. Hosting the documents and data online further made  
16 them accessible not only to Class Counsel but also to experts and the AG and, thus, allowed for real-  
17 time collaboration. In short, the document hosting was crucial to managing the case efficiently and  
18 effectively.

19 18. Hosting costs of this magnitude have been approved previously. *See, e.g., Lithium Ion*  
20 *Batteries*, 2020 WL 7264559, at \*23 (granting \$951,168.46 for online document data base services); *In*  
21 *re: Packaged Seafood Prods. Antitrust Litig.*, Case 3:15-md-2670-DMS-MDD, ECF 2845-2 (“Tuna  
22 Decl.”) (counsel incurred (\$380,000 in e-discovery services); *In re Juul Labs, Inc. Mktg., Sales Prac.,*  
23 *and Prods. Liab. Litig.*, Case No. 19-md-029123-WHO, ECF No. 4179 (Dec. 18, 2023) at 7 (approving  
24 class counsel’s requested attorneys’ fees and expense award, including for document hosting costs of  
25 more than \$1,450,000).



1 during depositions of Defendants’ witnesses located in South Korea and Singapore. These witnesses  
2 were key individuals whose testimony was critical to Plaintiffs’ claims, and included one of SK’s  
3 30(b)(6) witnesses. Accurate and professional interpretation ensured a clear and complete record of  
4 these depositions, particularly given the technical and industry-specific language involved. Where  
5 appropriate, Plaintiffs used an in-house “check” translator (instead of an outside service) to reduce  
6 costs.

7 23. The remaining \$42,553.88 was incurred for translating over 500 pages of Korean-  
8 language documents into English. Defendant SK has a Korean parent company and many documents  
9 were produced in Korean. The translated documents were pivotal to Plaintiffs’ claims, as they included  
10 communications and internal records regarding Defendants’ challenged conduct. Accurate translations  
11 were necessary not only to fully understand the content but also to present this evidence clearly and  
12 persuasively in court filings and expert reports (and ultimately at trial), and the vast majority of these  
13 translations needed to be certified, adding to the cost and negating the use of machine translation.  
14 Plaintiffs made every effort to minimize these costs by utilizing documents the AGs translated during  
15 their investigation, using in-house attorneys to translate documents when possible (thus avoiding the  
16 additional cost of certification), prioritizing the most relevant documents for certified translation, and  
17 negotiating competitive rates with translation service providers.

18 24. Translation costs are typical in complex antitrust cases involving defendants with  
19 foreign employees. *See, e.g. Lithium Ion Batteries*, 2020 WL 7264559, at \*23 (approving \$239,037.66  
20 in translation and interpretation expenses).

21 **v. Phone Records Analytics (\$27,435.00)**

22 25. Plaintiffs, jointly with the AG, retained Ankura Consulting Group to perform analytics  
23 of Defendants’ phone records covering thousands of phone call logs. These analytics allowed for the  
24 identification and graphic presentation of trends in relevant custodians’ phone records, including for  
25 example, how many times certain individuals spoke and whether they spoke on key dates relevant to  
26

1 Plaintiffs’ claims. Such analytics were cited in the expert reports filed in support of Class Plaintiffs’<sup>7</sup>  
 2 motion for class certification, used in depositions, and would have supported a showing on the merits at  
 3 summary judgment and trial.

4 26. Data analytics like these were important to the prosecution of Plaintiffs’ claims,  
 5 including identifying patterns in collusive behavior and presenting them visually to support Plaintiffs’  
 6 claims. Traders in the industry predominately communicated through phone calls and chat messages.  
 7 Class Counsel and the AG, in consultation with Ankura where needed, stored and examined electronic  
 8 data necessary to demonstrate the relationship between Defendants’ interactions and the conduct  
 9 challenged as anticompetitive. Analytics such as these are often used in antitrust cases. *See, e.g., In re*  
 10 *Interior Molded Doors Indirect Purchaser Antitrust Litig.*, 2021 WL 5195089, at \*3 (E.D. Va. July 27,  
 11 2021) (approving expenses for “Developing a database to analyze voluminous telephone records” as  
 12 described at No. 3:18-CV-00850-JAG, Dkt. 349 at 2).

13 **vi. Third Party Subpoena Compliance (\$31,568.61)**

14 27. The costs associated with enforcing third-party subpoenas (separate from subpoena  
 15 service discussed above) were necessary to realize the benefits of the subpoenas and obtain critical  
 16 documents and data essential to Plaintiffs’ claims.

17 28. Class Counsel did extensive work and the Court presided over complex motion practice  
 18 pertaining to the subpoena served on OPIS, the benchmark reporting agency at the center of the claims  
 19 in this case. *See Co-Lead Decl.* at ¶12. A significant portion of third-party subpoena compliance  
 20 expenses—\$11,118.61 of the \$31,568.61 total—stemmed from payments for OPIS counsel’s fees  
 21 related to their document review and production. Specifically, OPIS and its counsel claimed to have  
 22 incurred \$44,474.50 in fees, including attorney fees (\$41,424.50), OPIS IT fees (\$1,250), and OPIS  
 23 fees for privilege review (\$1,800). Through negotiations, Class Counsel agreed to cover 25% of these  
 24 costs, totaling \$11,118.61, with the AG bearing another 25%, and Defendants paying the remaining  
 25

26 <sup>7</sup> Class Plaintiffs are Bogard Construction, Inc., Asante Cleveland, and Ritual Coffee Roasters, Inc.,  
 27 who moved for class certification.

1 50%. OPIS was a critical third party whose pricing data was essential to Plaintiffs' analysis of  
2 Defendants' anticompetitive conduct and to quantify the resulting damages. *Id.*

3 29. The remaining balance of \$20,450 in subpoena compliance costs were incurred by other  
4 third-party traders and retailers, primarily MVP Products, LLC, Travel Centers of America, and Pilot  
5 Travel Centers LLC, in their efforts to comply with Plaintiffs' discovery requests. These costs were  
6 necessary to pull data from various technological systems, to clean files for production, and to generate  
7 proof of sale records—tasks that were essential due to the different data sources used by these  
8 companies. The documents and data obtained were again critical to Plaintiffs' claims and Plaintiffs  
9 actively negotiated with these third parties to minimize costs and ensure they were reasonable and  
10 necessary. The expenses reflected are the result of those negotiations and represent reduced amounts  
11 after good faith efforts to limit the financial burden on all parties involved.

12 **vii. Depositions, Court Reporting and Transcripts (\$167,176.68)**

13 30. Another necessary aspect of Class Counsel's work was taking and preserving relevant  
14 deposition testimony, including both transcripts and videos for use at trial. *See High-Tech Emp.*, 2015  
15 WL 5158730, at \*16 (awarding expenses for costs associated with 93 depositions including court  
16 reporting and videographer services); Tuna Decl., Ex. 2 (counsel incurred \$157,000 in costs for  
17 deposition vendor (Veritext)). In total, Class Counsel and the AGs took nearly 40 depositions in this  
18 case, seven of which involved witnesses in South Korea and Singapore, spanning more than 230 hours  
19 on the record. Co-Lead Decl. at ¶15. In an effort to be as efficient and cost-effective as possible, Class  
20 Counsel conducted many of these depositions remotely, including all of the depositions of witnesses  
21 located abroad. This approach significantly reduced travel expenses and associated costs. While Class  
22 Counsel endeavored to take the depositions as efficiently as possible, including by working with the  
23 AG to identify a single lead questioning attorney for a deposition that would be used in both cases,  
24 these were depositions about complex topics and many involved the use of simultaneous translation  
25 from the witness's native language. *Id.* The transcripts of the depositions were used to support Class  
26 Plaintiffs' motion for class certification and would have been used at the merits stages; the videos of

1 certain witnesses’ testimony would have been played at trial.

2 **viii. Experts (\$5,607,358.86)**

3 31. In its order denying Defendants’ motion for partial judgment on the pleadings, this Court  
4 cautioned: “To be sure, calculating Defendants’ impact on the [OPIS] benchmark is no simple feat.” *In*  
5 *re California Gasoline Spot Mkt. Antitrust Litig.*, 2022 WL 3215002, at \*4 (N.D. Cal. Aug. 9, 2022).

6 The Court observed that:

7 damages claims in indirect purchaser cases are particularly challenging as  
8 each purchase along the chain of distribution must be examined. To reach  
9 the ‘but for’ price at each stage, a complex damages model must be created  
10 that predicts what the price would have been in the market under  
11 competitive conditions during the conspiracy period—taking into account  
cost increases, as well as other market forces, that existed during the  
conspiracy period that may have increased prices absent the anticompetitive  
conduct.

12 *Id.* (quoting *Cnty. of San Mateo v. CSL Ltd.*, 2014 WL 4100602, at \*3 (N.D. Cal. Aug. 20, 2014)).

13 32. Antitrust cases are uniquely complex and require notoriously extensive (and expensive)  
14 expert work. *See Lithium Ion Batteries*, 2020 WL 7264559, at \*15, 23-24 (acknowledging “[a]ntitrust  
15 cases are particularly risky, challenging, and widely acknowledge to be among the most complex  
16 actions to prosecute” and granting \$4,857,677.85 in reimbursement for expert and consultant fees). All  
17 the more challenging is this indirect purchaser case involving a complex industry and data that was  
18 often obscure, if available at all given the passage of time since the conduct at issue. In this case,  
19 separate (but complimentary) expert work was required on industry, liability, and damages.

20 33. Here, Plaintiffs and their experts faced complex tasks, including: (1) identifying the  
21 “pricing windows” that provided the greatest opportunity for manipulation, including the minute-by-  
22 minute trades and communications within those pricing windows and the impact of those trades and  
23 communications on the trader’s and the Defendant’s trading books, (2) showing how Defendants’  
24 trading of less than 2% of CARBOB volume in California influenced the OPIS CARBOB benchmark,  
25 and then (3) demonstrating how manipulation of that benchmark translated to changes in finished  
26 gasoline prices through several levels of the distribution channel in California. The experts had to



1 translate or become familiar with unique terminology used in the gasoline trading industry, understand  
2 complex trading activity such as “hedging,” develop minute-by-minute assessments of the  
3 communications and trades that took place in a daily trading window, and explain the complex gas  
4 distribution networks throughout the country and in California. In other words, this case (even more  
5 than other complex antitrust cases) presented unique challenges that required specialized education,  
6 training, modeling work, and expertise.

7 34. Class Counsel ultimately put forward three experts in support of class certification. Mr.  
8 Schaps addressed industry-related issues, including Defendants’ trading conduct. Relying in part on  
9 Mr. Schaps, Professor Pirrong isolated the trading conduct by Defendants that influenced the spot  
10 market price above what it would have been under competitive conditions and determined the  
11 difference between the competitive and anticompetitive OPIS spot prices. Dr. Meyendorff opined on  
12 the relationship between OPIS spot prices and retail prices paid by class members and, using Professor  
13 Pirrong’s price differentials as inputs, calculated the increase in gasoline prices caused by Defendants’  
14 allegedly anticompetitive trading. The path to these three experts was not straightforward, and the work  
15 they performed to reach their opinions was extensive. Class Counsel below provides additional detail  
16 on work performed by the experts and the bases for the costs incurred.

17 35. With respect to liability issues, the AG had retained the Brattle Group as a non-testifying  
18 consultant to analyze the relevant data and documents and develop potential models for liability and  
19 impact on the OPIS Benchmark. In the interest of facilitating coordination and limiting costs, and given  
20 the work Brattle had already performed for the AG, Class Counsel retained Brattle as well. Brattle  
21 painstakingly worked to identify and understand the daily pricing windows over the several years of the  
22 alleged period of anticompetitive conduct, and to calculate the exposure of specific traders and each  
23 Defendant on specific days (*i.e.*, whether a specific trader was long or short CARBOB, and whether the  
24 Defendant was long or short CARBOB, which might make their trade uneconomical). Class Counsel  
25 split costs for Brattle with the AG. Class Counsel was also able to negotiate a reduction in Brattle’s bill,  
26 with these two efforts collectively reducing costs by more than \$730,000. Taking into account these

1 reductions, Class Counsel paid Brattle \$216,941.78 for work ending in May of 2022.

2 36. While Brattle’s analysis significantly advanced the work that needed to be done, it did  
3 not result in a liability model. The work Brattle performed made clear that Class Counsel needed to  
4 retain a testifying expert with both a close familiarity with the gasoline industry *and* expertise in  
5 modelling the effects of trade-based manipulation of a price benchmark—a unique subset of economic  
6 expertise that few experts in the country possess, though Professor Pirrong ultimately emerged as the  
7 best candidate for that role.

8 37. In the interim, before Class Counsel retained Professor Pirrong, Class Counsel continued  
9 ongoing work with Bates White – which, as described below, Class Counsel had already retained to  
10 calculate damages – to move the ball forward on liability. With regard to liability expert work, given  
11 Bates White’s work on damages and attendant access to relevant data, during the time period June-  
12 November 2022, Class Counsel worked with Bates White on liability issues as well, piecing together  
13 trading activity and long and short positions for Defendants and third parties. As data was produced by  
14 third parties, Bates White needed to clean and standardize the data to compile a comprehensive picture  
15 of trading activity across the industry and Defendants’ long and short positions by trader and across  
16 each Defendant. Bates White also often had to work to standardize third party trading data and long and  
17 short positions within the given entity, as the company’s internal records across a multiyear period were  
18 not formatted the same. Bates White’s invoices during this time period totaled \$2,434,932.87, which  
19 included both liability work as well as work on the damages model. That amount reflects cost-sharing  
20 with the AG for common work, such as the cleaning data used by both the class and AG. The costs for  
21 that common work was \$3,541,538.70, of which the Class paid half (\$1,770,769.35).

22 38. Building on the liability work done first with Brattle and later with Bates White, Class  
23 Counsel retained Professor Pirrong as a testifying expert in late 2022 to develop a liability model.  
24 Professor Pirrong’s research focuses on the economics of commodity markets, and he has served as an  
25 expert to various government agencies on matters related to market manipulation and energy price  
26 reporting. He also has experience with OPIS, and is familiar with how unique trading activities such as

1 hedging could be used to rebut allegations of manipulation. Professor Pirrong used an “Event Study”—  
2 a well-accepted methodology in commodity market manipulation but different from classic multivariate  
3 regression models used in straightforward price fixing cases—to calculate manipulation of the OPIS  
4 Spot Price. During the initial phase of Professor Pirrong’s work, costs were split between the Class and  
5 the AG, with Professor Pirrong invoicing the Class for \$98,607.36. Given the different procedural  
6 postures and divergent theories in the Class and AG cases, Professor Pirrong continued work for the  
7 Class only, with the Class paying an additional \$167,200.00. That Professor Pirrong was able to  
8 complete his studies and reports at a cost of less than \$300,000 was in significant part due to  
9 preliminary analyses, data cleaning and other background work performed by both Brattle and Bates  
10 White.

11 39. That Class Counsel ultimately paid for (and seeks reimbursement for) work performed  
12 by multiple expert firms on the liability piece was a consequence of the unique and challenging nature  
13 of analyzing conduct related to, and the effects flowing from, the manipulation of a benchmark that is  
14 informed by trades conducted in real time throughout each day. These costs were, thus, ultimately  
15 necessary to put Plaintiffs in a position to successfully litigate and resolve their claims.

16 40. With respect to damages analyses, Class Counsel retained Bates White early in the  
17 litigation. Bates White’s damages work began June of 2021 and continued through July 2023. The  
18 testifying expert retained to oversee this work and ultimately render expert opinions was Dr. Anna  
19 Meyendorff. Dr. Meyendorff received her Ph.D. and M.A. degrees in Economics from the University of  
20 California at Berkley and a B.A. in Political Economy, *magna cum laude*, from Princeton University.  
21 Her team at Bates White included several other Ph.D.s in economics.

22 41. Their work involved analyzing how changes to the OPIS spot price impacted gasoline  
23 prices at various levels of the distribution chain, including gasoline sold at retail to class members. In  
24 other words, Bates White developed an economic model to assess the pass-through from the spot  
25 market to the retail market. Bates White had to conduct numerous sensitivity and robustness checks to  
26 confirm that the economic model accurately measured pass-through. For example, Bates White tested

1 whether the model accurately measured pass-through from the spot market to retail by confirming that  
2 when the intermediary chain in the distribution channel (the rack) was added, the pass-through rates  
3 were in-line with expectations. Bates White also conducted sensitivity tests on individual retailers to  
4 confirm that large “Big Box” retailers like Costco had non-zero pass-through rates (*i.e.*, that overcharge  
5 at the spot level was passed through to consumers). Bates White tested their model against the well-  
6 known “rockets and feathers” effect—that gas prices can increase rapidly but take longer to fall—to  
7 confirm that the model accounted for that phenomenon.

8 42. The AG retained the services of Bates White as well but utilized a different testifying  
9 expert to avoid any potential conflicts between testimony (at trial or otherwise) in the Class case and  
10 the AG case. In addition to the costs discussed above incurred from June through November 2022,  
11 Bates White invoiced an additional \$2,541,495.8—all for the damages analyses. Some of this work was  
12 joint between the Class and the AG—such as the processing of data from third parties—and these  
13 common costs totaling \$805,806 were split evenly, resulting the Class paying \$402,903.00 less than it  
14 otherwise would have in the absence of coordination with the AG. In total, Class Counsel paid Bates  
15 White \$4,976,428.72 for their liability and damages work. A significant amount of these costs involved  
16 processing voluminous (and often years-old) data from various sources, *i.e.* OPIS, retail gasoline data,  
17 gasoline wholesalers—including rack data from third parties—and retail gasoline stations. The data  
18 produced by Defendants and these third parties was extensive, often covering millions of transactions,  
19 and not kept in a uniform or easily translatable form. The economic experts undertook significant and  
20 specialized work to clean, process, analyze, and standardize this data to make it usable in their analyses.

21 43. In addition to liability and damages analyses, expert testimony concerning the gasoline  
22 industry and the nature of Defendants’ conduct would also play an important role at trial. For this role,  
23 Plaintiffs retained Barry Schaps. Mr. Schaps’s report covered the gasoline industry, OPIS price  
24 reporting, gasoline pricing, and Defendants’ conduct. Mr. Schaps analyzed potentially manipulative  
25 trades within trading windows, and the minute-by-minute communications surrounding these trades  
26 that would tend to prove a conspiracy. Mr. Schaps also provided analysis on hedging, and the effect this

1 trading practice had on a trader’s “book,” (*i.e.*, the trader’s long and short position in CARBOB) and  
2 the trading firm’s book (*i.e.*, the long and short position of all CARBOB traders at the company)—  
3 which either tended to prove, or disprove, that certain trades were made pursuant to a conspiracy. Mr.  
4 Schaps then created a minute-by-minute, and day-by-day chronology of trades, communications, and  
5 book balances to explain how the alleged conspiracy was enacted during the many pricing windows at  
6 issue. For his work, Mr. Schaps invoiced a total of \$120,540 in services.

7 44. Class Counsel ultimately served three sets of expert reports (along with reply reports and  
8 related deposition testimony). Given the increasing overlap between merits and class certification, the  
9 experts’ reports were intended to serve as both class certification and merits reports—so much of the  
10 cost incurred prior to class certification would have been leveraged at the merits stage of the case. On  
11 January 6, 2023, Class Plaintiffs moved for certification of the full class including natural persons (both  
12 California and non-California residents) and businesses that purchased gasoline in California. Dkt. 513.  
13 Each of the three experts’ opinions addressed central but distinct issues in the case.

14 45. Each of the expert reports offered at class certification required a detailed analysis of  
15 documents and data produced by Defendants and third parties, as well as various industry materials. Dr.  
16 Meyendorff, for example, analyzed OPIS pricing data for gasoline stations throughout California, as  
17 well as data produced by numerous third-party retailers and distributors. Her analysis resulted in  
18 roughly 1,400 separate overcharge estimates that were specific to each day, in each county, for each  
19 type of gasoline (*i.e.*, regular versus premium). Dr. Meyendorff’s model found damages resulting from  
20 Defendants’ conduct in two distinct periods: February 20, 2015, through May 25, 2015, and August 12,  
21 2015, through August 24, 2015. Defendants opposed the motion for class certification and moved to  
22 exclude each of Plaintiffs’ experts. Dkts. 528, 530, 532, 534. Class Counsel submitted a consolidated  
23 opposition to the *Daubert* motions and filed a reply brief addressing each of Defendants’ class  
24 certification arguments, which included detailed reply reports from each of Plaintiffs’ experts. Dkts.  
25 543, 544. Responding to Defendants’ *Daubert* motions required Class Counsel to consult closely with  
26 their experts, which resulted in additional expert costs.

1 46. Lastly, after the completion of expert reports, Class Counsel also worked with Bates  
2 White in March and June 2024 to perform discrete work on support of the proposed plan of allocation,  
3 specifically how to determine the appropriate amount to be allocated to each settlement “pool,” as well  
4 as the distinction between the weights give to Northern California and Southern California purchases.  
5 Bates White invoiced \$15,741.00 for this work. This included a declaration from Wesley J. Reppert in  
6 support of Settlement Class Representatives’ plan of allocation and motion for preliminary approval.  
7 Dkt. No. 601-4.<sup>8</sup>

8 47. In total, Class Counsel’s expenses are largely hard costs based on expert work. Of the  
9 \$6,554,433.95 in expenses for which Class Counsel seeks reimbursement, \$5,607,358.86 are costs  
10 incurred by experts. Requests for multi-million dollar expense reimbursements are not unusual in  
11 complex antitrust cases, particularly where multiple Ph.D. economists are retained to prove, on a  
12 classwide basis, impact and damages at each level of the distribution channel. *In re LIBOR-Based Fin.*  
13 *Instruments Antitrust Litig.*, 327 F.R.D. 483 (S.D.N.Y. 2018) (approving over \$12.9 million in expert  
14 expenses, as described at Case No. 1:11-md-02262-NRB, Dkt. 2880 at 8); *Lithium Ion Batteries*, 2020  
15 WL 7264559, at \*15, 23-24 (granting \$4,857,677.85 in reimbursement for expert and consultant fees);  
16 *Glaberson v. Comcast Corp.*, 2015 WL 5582251, at \*6, 16 (E.D. Pa. Sept. 22, 2015) (approving  
17 reimbursement of \$6,703,918.74 for payments to expert experts retained by the class.). Nor are Class  
18 Counsel’s expenses unique in *this* case—the AG incurred \$7,866,720.45 in expenses related to  
19 testifying experts. *The People of the State of California vs. Vitol Inc., et al.*, No. CGC-20-584456,  
20 Mem. in Supp. of Mot. for Attorneys’ Fees & Costs at 14.

21 48. The expenses associated with the experts’ work, while costly to be sure, were essential  
22 to any recovery the Class might achieve and were advanced by Class Counsel with no guarantee of  
23 recovery.

---

25 <sup>8</sup> The remaining expert costs (\$11,900) were expended on consulting from Gregg Ghaggquist  
26 Haggquist, a non-testifying expert that Class Counsel retained in the very early stages of this litigation  
to advise on industry dynamics.



1 These depositions were also reasonably staffed, with a maximum of two attorneys traveling to either  
2 take or defend the deposition. Class Counsel took or defended the vast majority of the more than 45  
3 depositions in this case remotely via Zoom to limit costs (and where sensible due to COVID-19),  
4 particularly in light of the fact that the vast majority of deponents were located in Texas or Asia. *See,*  
5 *e.g., Packaged Seafood Prods.*, 2022 WL 3588414, at \*3 (approving request for reimbursement of over  
6 \$200,000 in travel expenses, as described at, Case 3:15-md-02670-DMS-MSB, Dkt. 2862-2 at 15).

7 54. Class Counsel also incurred limited travel expenses for out-of-state counsel to attend the  
8 class certification hearing in San Francisco. Scott Grzenczyk (Chicago, IL) and Kyle Quackenbush  
9 (New York, NY) of Girard Sharp and Samantha Derksen (Washington D.C.) of Hausfeld, traveled to  
10 San Francisco for the July 20, 2023, class certification and *Daubert* hearing. All three played leading  
11 roles working with Class Plaintiffs' experts and drafting the class certification and related *Daubert*  
12 briefing. Mr. Grzenczyk and Ms. Derksen presented arguments at the hearing; Mr. Quackenbush was  
13 prepared to present arguments at the hearing should certain issues have arisen. No other attorneys for  
14 the Class, aside from attorneys from Hausfeld LLP or Girard Sharp, incurred travel expenses for any  
15 hearing or deposition attendance.

16 55. Further travel expenses were incurred for the in-person mediation session, which took  
17 place in Corona del Mar, California, at the request of the mediator. Plaintiffs limited attendance to the  
18 two lead attorneys Dena Sharp (San Francisco, CA) of Girard Sharp and Christopher Lebsack (San  
19 Francisco, CA) of Hausfeld and the two attorneys most intimately involved with the fact and expert  
20 discovery, Mr. Quackenbush and Ms. Derksen. This mediation was a pivotal moment in the litigation, as  
21 it facilitated negotiations and ultimately led to the settlement agreement.

22 56. Finally, Class Counsel incurred \$134.73 in travel expenses for tolls, parking, and meals  
23 related to meetings with class representatives to ensure effective communication and representation of  
24 class interests. These meetings were essential for case preparation and strategic decision-making.<sup>9</sup>

---

25  
26 <sup>9</sup> In conducting an audit as part of the work on this supplemental declaration, Class Counsel discovered  
27 three items related to travel expenses that were miscoded and inadvertently billed to this case, including



1           57. Class Counsel took reasonable further steps to reduce travel related costs. None of the  
2 flights were booked on first class, for example, and lodging and food were expensed only on an as-  
3 needed basis. Further, Class Counsel request reimbursement of only those expenses incurred prior to  
4 July 1, 2024 (the date of Class Representatives' preliminary approval motion) to ensure that the  
5 requested expenses are reasonable and directly related to the most critical phases of the litigation. In  
6 practice, this means, for example, that Class Counsel has not requested reimbursement for any travel  
7 expenses incurred relating to the preliminary approval hearing. Travel expenses exceeding the  
8 \$23,710.99 incurred here have been found to be reasonable. *See In re Lidoderm Antitrust Litig.*, 2018  
9 WL 4620695, at \*4 (N.D. Cal. Sept. 20, 2018) (granting reimbursement of over \$30,000 of travel  
10 expenses detailed in 3:14-md-02521-WHO Dkt. 1032); *Roches v. California Physicians' Serv.*, 2018  
11 WL 11608145, at \*5 (N.D. Cal. July 5, 2018) ("Class Counsel's travel expenses (\$139,029.31) incurred  
12 in connection with 30 depositions taken at numerous locations across the country and several meetings  
13 and mediation sessions in California were reasonable given their importance to the litigation.").

14                           **ii. Computer Research (\$82,761.45)**

15           58. Computer research expenses consisted of legal research charges (Westlaw and Lexis) as  
16 well as Pacer charges to access dockets and documents. Throughout the four years of this litigation,  
17 Class Counsel briefed and argued various motions including motions to dismiss for improper venue and  
18 lack of personal jurisdiction under Federal Rules of Civil Procedure 12(b)(6) and 12(b)(1); motions to  
19 compel compliance with subpoenas; a motion for judgment on the pleadings; class certification; and  
20 motions to exclude expert opinions. Each round of briefing presented its own suite of complex legal  
21 and factual issues, requiring in-depth research and analysis. *See Carlin v. DairyAmerica, Inc.*, 380 F.  
22 Supp. 3d 998, 1024 (E.D. Cal. 2019) ("Computerized legal research is an essential tool of a modern  
23 efficient law office, and the complexity of this case justifies the costs of these services . . .") (internal  
24

25 \_\_\_\_\_  
26 \$4 for a parking ticket and \$332.43 for airfare. These items have been identified and will be  
appropriately deduced from the requested expenses.

1 citations and quotations omitted); *Lidoderm*, 2018 WL 4620695, at \*4 (granting reimbursement of over  
2 \$114,000 in research expenses detailed in 3:14-md-02521-WHO Dkt. 1032).

3 **iii. Court Fees (\$4,159.20)**

4 59. Filing fees, transcript orders, and Court Call appearance fees make up this category of  
5 expenses. Along with the complaint filing fees, *pro hac vice* fees, and notices of appearance for this  
6 litigation, Class Counsel also incurred expenses moving to compel and transfer in the District of  
7 Maryland and the Northern District of Texas. Class Counsel ordered a single copy of transcripts from  
8 21 hearings and conferences which were then disseminated. Class Counsel also incurred Court Call  
9 fees for one member of Class Counsel to appear at seven select hearings and conferences in the parallel  
10 state case. *See Thomas v. MagnaChip Semiconductor Corp.*, 2018 WL 2234598, at \*4 (N.D. Cal. May  
11 15, 2018) (granting requests for costs consisting of “court fees, online research fees, postage and  
12 copying, travel costs, electronic discovery expenses, deposition costs, mediation charges, and travel  
13 costs.”).

14 **iv. Delivery (\$1,189.51)**

15 60. Messenger expenses were incurred providing the Court and mediator with chambers and  
16 courtesy copies of select filings and submissions. Plaintiffs also shipped subpoena packages to third  
17 parties that did not respond to served subpoenas and shipped select Plaintiff documents and ESI to the  
18 document vendor for processing. *Packaged Seafood Prods.*, 2022 WL 3588414, at \*3 (approving  
19 request for reimbursement for \$2187.81 in Federal Express and courier services as described at 3:15-  
20 md-02670-DMS-MSB, Dkt. 2862-2 at 15).

21 **v. Consultants (\$1,738.80)**

22 61. In order to respond to Defendants’ Requests for Production of documents, Class Counsel  
23 hired one e-discovery consultant to extract responsive text messages and metadata from the named  
24 Plaintiffs’ phones. Hiring this consultant was less expensive than using the e-discovery vendor’s  
25 forensic collection services. “[C]ourts throughout the Ninth Circuit regularly award litigation costs and  
26 expenses—including . . . experts and consultants . . . as attorneys routinely bill private clients for such

1 expenses in non-contingent litigation.” *Destefano*, 2016 WL 537946, at \*22.

2 **vi. Communication (\$134.19)**

3 62. Communications expenses consisted of fees incurred for six teleconferences among  
4 Class Counsel between 2020 and 2022. Though Zoom and other videoconference services emerged as  
5 the dominant form of remote communication during COVID, some teleconferences were still held as  
6 well, all in service of allowing counsel to coordinate and communicate regarding various aspects of the  
7 litigation including the consolidated complaint and opposition to Defendants’ motion to dismiss.  
8 “[T]eleconference expenses . . . are recoverable as ‘out-of-pocket’ expenses[.]” *Auto. Prods. plc v.*  
9 *Tilton Eng’g, Inc.*, 1993 WL 660146, at \*2 (C.D. Cal. Nov. 18, 1993).

10 **vii. Process Service (\$4,617.80)**

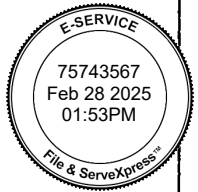
11 63. Process service fees varying from \$55.95 to \$318.50 were incurred serving non-party  
12 traders, brokers, and refiners. As discussed in Section III.B.1.iii above, in many instances service had to  
13 be attempted multiple times, particularly on small and independent traders and brokers who had  
14 interacted directly with Defendants during the time period at issue. *Rivera*, 2013 WL 5311525, at \*8  
15 (awarding undisputed costs for photocopying, filing fees, and process server fees). The amounts  
16 included here are not duplicative of the service fees discussed above.

17 **viii. Photocopying (\$9,120.37)**

18 64. Photocopying and printing charges were incurred providing the Court and mediator with  
19 chambers and courtesy copies of select filings and submissions, as well as printing subpoenas and  
20 creating hearing binders for attorneys arguing motions. One large photocopying expense, \$6,971.24,  
21 was incurred copying and scanning one class representative’s business records which only existed in  
22 hard copy, to produce documents responsive to Defendants’ Requests for Production. *Lidoderm*, 2018  
23 WL 4620695, at \*4 (granting reimbursement of over \$39,000 in photocopying expenses detailed in  
24 3:14-md-02521-WHO Dkt. 1032); *Packaged Seafood Prods.*, 2022 WL 3588414, at \*3 (approving  
25 request for reimbursement of over \$14,000 in photocopying expenses as described at 3:15-md-02670-  
26 DMS-MSB, Dkt. 2862-2 at 15).



# EXHIBIT 1



**F I L E D**  
Superior Court of California  
County of San Francisco

FEB 28 2025

CLERK OF THE COURT

BY: *[Signature]*  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 606

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

VITOL INC.; SK ENERGY AMERICAS, INC.; SK TRADING INTERNATIONAL CO. LTD.; AND DOES 1-30, INCLUSIVE,

Defendants.

Case No. CGC-20-584456

ORDER (1) GRANTING THE ATTORNEY GENERAL'S MOTION FOR FINAL APPROVAL OF *PARENS PATRIAE* SETTLEMENT, (2) GRANTING THE ATTORNEY GENERAL'S MOTION FOR ATTORNEYS' FEES AND COSTS, AND (3) GRANTING FEDERAL CLASS COUNSEL'S MOTION TO INTERVENE AND AWARDED ATTORNEYS' FEES

This matter came on regularly for hearing on February 28, 2025, at 10:00 a.m. in Department 606 of the above court, the Honorable Jeffrey S. Ross presiding. Deputy Attorneys General Divya Rao and Michael Jorgenson appeared for the People of the State of California. Amanda Bonn (Susman Godfrey LLP) appeared for defendant Vitol, Inc. Carol Weiland (Covington & Burling LLP) appeared for SK Energy Americas, Inc. and SK Trading International Co. Ltd. Dena Sharp (Girard Sharp LLP) appeared for federal class counsel. Having reviewed and considered the parties' briefing, supporting declarations, and arguments at hearing, IT IS HEREBY ORDERED that the Court **GRANTS** the Attorney General's motion for final approval of *parens patriae* settlement, **GRANTS** the Attorney General's motion for

1 attorneys' fees and costs, and **GRANTS** federal class counsel's motion to intervene and awards attorneys'  
2 fees.

3 The California Attorney General ("Attorney General") filed a *parens patriae* action. The Attorney  
4 General and defendants Vitol, Inc., SK Energy Americas, Inc. and SK Trading International Co. Ltd.  
5 ("defendants") entered into settlement agreement subject to this court's approval. The terms of the  
6 settlement are set forth in the settlement agreement<sup>1</sup> attached as Exhibit 3 to the Declaration of Divya Rao  
7 in Support of Supplemental Brief Supporting Motion to Give Notice of *Parens Patriae* Settlement, dated  
8 August 23, 2024, which, if approved, would resolve this action.

9 Having considered the papers filed in support of the Attorney General's motion for final approval  
10 and motion for attorneys' fees and costs and the federal class counsel's motion to intervene, and for good  
11 cause appearing, the court finds and orders as follows:

12 1. The court has jurisdiction over the subject matter of this litigation and the parties to this  
13 litigation.

14 2. The court approves the settlement as fair, reasonable, and adequate. The settlement shall be  
15 consummated in accordance with the terms and provisions of the settlement agreement.

16 3. With the exception of those natural persons listed in **exhibit A** to this order who have  
17 validly and timely requested exclusion from the settlement, upon entry of this order and final judgment,  
18 the instant action and all claims and cross-claims contained therein, are hereby dismissed with prejudice.

19 4. The \$12.5 million allocated to resolving the Attorney General's Unfair Competition Law  
20 claim shall be referred to as "UCL Civil Penalties." UCL Civil Penalties shall be distributed pursuant to  
21 Business & Professions Code, section 17206.

22 5. The \$37.5 million allocated to resolving the Attorney General's Cartwright Act claim shall  
23 be referred to as the "Cartwright Act Settlement Fund." The manner and form of the notice as previously  
24 approved and ordered by the court in its amended order granting preliminary approval was reasonably  
25 calculated to fully and accurately inform California natural persons of all material elements of the  
26 settlement and of their opportunity to object or comment thereon or to exclude themselves, was the best

27 \_\_\_\_\_  
28 <sup>1</sup> This order hereby incorporates by reference the definitions of the Settlement Agreement as though fully  
set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement.

1 notice practicable under the circumstances, and met the requirements of due process and the laws of the  
2 State of California.

3 6. The manner of providing notice substantially complied with the court's amended order  
4 granting preliminary approval.

5 7. Pursuant to the notices approved by the court in its amended order granting preliminary  
6 approval, all natural persons who purchased gasoline in the ten counties of Los Angeles, San Diego,  
7 Orange, Riverside, San Bernardino, Kern, Ventura, Santa Barbara, San Luis Obispo, or Imperial  
8 ("Southern California") from February 20, 2015 through November 10, 2015, and were a resident of  
9 California at any point between May 4, 2020 and the present ("Eligible Consumers") were permitted to  
10 submit a claim during the claims period.

11 8. Eligible Consumers who submit valid claims may receive a pro rata distribution out of the  
12 Cartwright Act Settlement Fund.

13 9. The claims process and distribution method are adequate to afford each injured California  
14 natural persons a reasonable opportunity to secure his or her appropriate portion of the monetary relief, in  
15 accordance with Business & Professions Code, section 16760, subd. (e)(1).

16 10. Monica Gabino appeared and objected to the settlement based on fraud and workers'  
17 compensation claims. Having reviewed her written objections and heard her at hearing, the court  
18 determines that her objection is unrelated to the claims in this settlement and overrules her objection.  
19 There were no other objections.

20 11. The Cartwright Act Settlement fund and any accrued interest, less administration costs,  
21 taxes, and attorneys' fees and costs ("Direct Distribution Amount") shall be distributed as follows:

22 12. The Settlement Administrator, Verita Global LLC, ("Verita") shall commence attempted  
23 distribution of the Direct Distribution Amount as soon as practicable, but no later than 60 days after the  
24 entry of this order.

25 a. As required by the Court's Order Approving Notice, the Direct Distribution Amount shall  
26 be apportioned equally across the total number of claimants who submitted a valid claim.



1           b.       Eligible Consumers who submitted valid claims will receive their distribution by electronic  
2 payment or paper check, as selected by the claimant. Claimants shall have 180 days to cash any paper  
3 check they receive. If delivery is unsuccessful, it will be attempted a second time.

4           13.       Any funds remaining in the Cartwright Act Settlement Fund after distribution because  
5 distribution via electronic and/or paper check is unsuccessful (“Remaining Cartwright Act Settlement  
6 Funds”) shall be distributed *cy pres* to a public California university or universities to further study the  
7 California gas and transportation energy market with a goal of lowering costs to consumers and/or to  
8 develop analytical tools to detect and deter future market manipulation.

9           14.       Huntington National Bank is the Escrow Agent. Upon approval and pursuant to direction  
10 of the Attorney General’s Office, it shall distribute the Cartwright Act Settlement Fund to Verita to pay  
11 administration costs, taxes, and the Direct Distribution Amount. Upon court approval and pursuant to the  
12 direction of the Attorney General’s Office, it shall distribute awards of attorneys’ fees and costs.

13           15.       Notice of final judgment shall be provided to California natural persons by posting this  
14 order and the final judgment on the settlement website as soon as practicable after the entry of this order.  
15 these documents shall be posted for a period of not less than 60 days from the date judgment is entered.

16           16.       The court reserves exclusive and continuing jurisdiction over the final judgment, the  
17 settlement including the Cartwright Act Settlement Fund, and the administration, consummation, and  
18 interpretation of the settlement agreement.

19           17.       The Attorney General seeks attorneys’ fees and costs of \$9.375 million, or 25% of the  
20 Cartwright Act fund. The Cartwright Act allows for an award. (Bus. & Prof. Code, §16760, subd. (e)(2)  
21 [“The Attorney General shall retain that portion of the monetary relief awarded by the court as costs of  
22 suit and attorney’s fee for deposit in the Attorney General Antitrust Account within the General Fund.”].)

23           18.       In view of the risks associated with the instant case, the novelty and difficulty of the case,  
24 the skill of counsel, awards in similar cases, and the contingent nature of the Attorney General’s Office’s  
25 representation, the court finds a \$9.375 million award of attorneys’ fees to be appropriate. (See *Laffitte v.*  
26 *Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 504.) The lodestar cross-check confirms its  
27 reasonableness, as the Attorney General submitted a declaration calculating a lodestar of \$27,696,548.48,  
28

1 which includes write offs, and produces a negative multiplier of 0.34. The lodestar is a negative multiplier  
2 based on the fees requested here, which supports granting attorneys' fees as requested here. (*Chun-Hoon*  
3 *v. McKee Foods Corp.* (N.D. Cal. 2010) 716 F.Supp.2d 848, 854 ["This resulting multiplier of less than  
4 one, (sometimes called a negative multiplier) suggests that the negotiated fee award is a reasonable and  
5 fair valuation of the services rendered to the class by class counsel".])

6 19. The Attorney General submits a declaration summarizing \$13,765,608.77 in expenses, but  
7 only seeks reimbursement for the costs of expert work (\$7,866,720.45) and a portion of its costs for  
8 outside counsel (\$1,508,280).

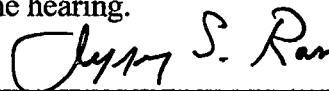
9 20. The court finds the requested \$9.375 million reasonable and **IT IS HEREBY ORDERED**  
10 that the court **GRANTS** the Attorney General's motion for attorneys' fees and costs and awards \$9.375  
11 million for costs and attorneys' fees.

12 21. **IT IS HEREBY ORDERED** that federal class counsel's motion to intervene is  
13 **GRANTED**, and federal class counsel may intervene in the above-captioned action pursuant to California  
14 Code of Civil Procedure, section 387(d)(2) for the limited purpose of submitting their motion for  
15 attorneys' fees and accompanying documents.

16 22. Upon consideration of federal class counsel's motion for award of attorneys' fees, the court  
17 finds that federal class counsel materially contributed to the Cartwright Act settlement (as recognized by  
18 both the Attorney General and defendants) and shall be awarded an award of 8% of that settlement fund.  
19 **IT IS HEREBY ORDERED** that the motion is **GRANTED**, and federal class counsel is awarded  
20 \$3,000,000 in attorneys' fees from the \$37,500,000 Cartwright Act Settlement Fund resulting from the  
21 settlement entered into between defendants in this matter and the Attorney General. Federal class counsel  
22 and the Attorney General shall meet and confer regarding the timing of the payment of the attorneys' fees  
23 award.

24 23. The court sets a compliance hearing on **August 29, 2025, at 9:00 a.m.** Counsel shall file a  
25 compliance report no later than five court days before the hearing.

26 Dated: February 28, 2025



27 **JEFFREY S. ROSS**  
28 Judge of the Superior Court

# **Exhibit A**

**LIST OF CALIFORNIA NATURAL PERSONS WHO HAVE SUBMITTED REQUESTS  
FOR EXCLUSION AS OF FEBRUARY 14, 2025**

<b>FIRST NAME</b>	<b>M.I.</b>	<b>LAST NAME</b>
SANDRA		RODRIGUEZ
REGINA	L	HOFFMAN
FELIX		MARTINEZ
JANET		LAZARI
FREDY	D	MORALES
JULIE	L	BAN
SOHWY	R	MOORE
FERECHTE	A	MACKAY
RICKEY	C	JONES
ELISA	M	AMEZCUA
ABDUL	RAUF	SAEDU
MARY ANN		SERNA
LEROY		MARTIN JR.
LEDELL		JENKINS
ALBERTO		MANZANO
NANCY	B	TRAD
GREGORY	L	JACKSON
GAL	E	HUDSON
JEANETTE		WILLIAMS
EVA	S	CENTENO
ZAHIRA		GANCHAZ
JESUS	G	PIMENTED
ROBERT	L	ESTRADA
NEAL	A	JONES
ELYSEE	H	PARK
BASILIO	M	PEREZ
BASILIA	M	SOTO
CHRISTENE	L	MINIFIELD
DIANE	M	ALLEN
JAMIE		JOHNSON SMITH
ANNA	E	PINTO
LINH	K	TRAN
SHAHIN	A	SEMNANCY
THOMAS	L	RICHARDSON
MAX		MARZBAN
RICHARD	F	BOTLON
ALMA	E	REYES
TODD	E	HOSEY

GARY	T	MCELRATH
JAMES	H	CHERRY
VERONICA	M	ABREGO
ANDREW		CHAN
JERILYN		PHIPPENY
ROSLYN		HARRIS
STEVE		SEARS
SUN JEONG		PARK
PATRICIA		CASTILLO
RYAN		DUONG
VANNARINH		KIEN
CHRISTIE		CHAMBERS
SHANGRI-LA		TORRES
AUDREY		FREUDBERG
KIMBERLY		NEWSOM
SILVERIO		CHAIRES
SUSAN		HILLSETH
GRACE		OH
ANTHONY		NABONG
MARIA		REYES
ANDREW		HORWAY
KRISHNA		SINGH
PHAT		DIEP
PHILIP		KARNATSEVICH
MISIPOUENA		TAGALOA
BRIA		LAMOTHE
TYESHA		MARBURY
JAMAAL		REESE
IAZI		LIU
JENNA		AVGERENOS
DANIJEL		STANKOVIC
CHARLES		COWAN
ANGELICA		MEDINA
HANNAH		NGUYEN
CHARLES		ACRES
NORMAN		RAMOS
NATALIA		ESTRADA
DANIELA		BRAMBILA
FEDERICO		VALADEZ
MICHELLE		BRAMBILA
GREG		NEWCOMB
KATHERINE		MORGAN
HUY		TRAN

ROSIO		MUNOZ
SUMUKH		RAY
INTREE		SUPHAMARK
SANDRA		RODRIGUEZ
AHMAD		ASIAD
IRIS		HSU
JORDYN		NGUYEN
KIET		YEN
PHUONG		LY
CHAU		AU
BRYAN		LAZO
JESSE		BRAZIER
LINDA		BRIGGS
DONALD		BERG
JAMES		BRANTLEY
STACY		CORONADO
JUSTIN		WONG
MICHAEL		MUCKLOW
EDUARDO		MENDOZA CORRAL
GARRETT		BAILEY
VICKY		BAILEY
GLORIA		MARTIN
CHRISTOPHER		VAN KIRK
MARJORIE		VAN KIRK
MOISES		CALIBO
JAMES		HOUSER
KENNETH		REED
JOHN		VELICKI
BRUCE		FORSBERG
FLORA		RSHTUNI
NGHIEP		DAO
ANTHONY		ZEPEDA
TIFFANY		JIANG
ROMAN		KARAS
MARTHA		MARTHA RAMOS
JENNA		AVGERENOS
THOMAS		LIEBHERR
BANG		HEANG
BRYAN		COBURN
DMITRIY		KAZARYAN
JOSE MANUEL		RICO
SO YOUNG		KIM
YONG		HAM

MARIAM		BABAYAN
SAM		ROD
NUNE		AVAGYAN
KRISTINE		ANTONIAN
MARILU		ARROYO MORALES
LEE		WATERWORTH
GERASIM		SAMVELYAN
GARRY		HARRIS
PAUL		FERLATTE
LIANA		MELKONYAN
KAREN		GROGAN
THOMAS		CROWE
MICHAEL		PAYNE
QIYU		YANG
RONALD		DAYAG
MICHELLE		LIANG-AYANGCO
DANIEL		HOWARD
EDWARD		DEROSIER
ANGELIQUE		NGUYEN
JUN YOUNG		YANG
DAVID		HANSEN
ISABELLE		CHUNG
CHRIS		CHANDLER
HAPPIE		JOUNG
HAN SEOL		RYU
DAVID		JONES
TODD		WHITING
DONG		PARK
JASON		NEAGLES
JIMMY		CHANG
ANAIT		MATEVOSYAN
LAURA		HAMMER
JONATHAN		ROUX
QUYNH		NGUYEN
BOB		RING
ANI		TOVMASIAN
VARUZHAN		MANUKIAN
GAYANE		MATEVOSYAN
HOVSEP		TOVMASYAN
FRED		ANSALDI
MICHAEL		UHLER
JAY		KO
JOE		SMITH

ANFREDERICK	TATE
FRANK	DRAKE
JIM	CONNOLLY
HAKOP	CHILINGARYAN
KARL	BECKER
JAMES	MCGREW
KATHY	TAK
CARIN	MANGASSARIAN
RON P.	MARTINEZ
KAREENA	RAMIREZ
DONNA	SHELTON
ALEXANDRA	STONE
ROSE MARIE	KASSLER
ELVIRA	AGUILAR
WINELL	MEDRANO
MARCUS	SMITH
FERNANDA	GAVINO
STEVEN	SANDERS
DEBORA	SANDERS
CAROLINE	SABO
YEN	PHAM
CYNDEE	HOLDERREAD
LEON	MCCARTY
SEONGHUN	YUN
YOUNG	WHANG
BRIANNA	DAU
MARIOS	KYPEROUNTAS
CHRYSTALLA	TRYFONOS
JAVIER	MARTINEZ
BRUCE	HADLEY
VONDA	COURTNEY
STEVEN	STRICKLAND
JIMMY	CHANG
RAVI	ADVANI
SAMMY	CHANG
MARSHALL	GLOS
KARINA	ZELAYA
JOSE	CORTEZ
JUANCARLOS	QUEZADA
NOSRAT	MOKHTARZADEH
DALE	RODRIGUEZ
DAVID	GRESHAM
JEFFREY	PETERSEN



ELBA	HERRARTE
ERIN	ALVARADO
MARSHA	HELLER
MARBELLA	ALVARADO
SUSAN	FLANAGAN
BIDWELL	TYLER
FREDERICK DOUGLAS	MUHAMMAD
LAFAYETTE	SWAIN
DANNY	CAMPBELL
SAVITA	NATARAJ
JESSICA	NORDAHL
TORRIE	PRICE
NANCY	SCHROEDER
JERRY	ROBINSON
KELLYE	SEALS
AIMEE	CALLEGARI
JOHN	TEMME
TIFFANY	BELLE
SHELIA	WHITE
HASSAN	MATEEN
LATANYA	HALL
ANTHONY	VALENTINO
KAYLYNN	BLAIN
JUSTIN	MERTEN
KEITRICK	CARTER
ANDREA	PATLAN
STEVEN D	SNAPP
DAVIE	SANDERS
ESVEIDI	B UROZA
ANAZIA	JONES
SHARON	HILL
ESMERALDA	ORTIZ
DULCE	ALDERETE
NICHOLE	MITCHEL TREE
KARIESHA	CAMPBELL
MARY	GRANDBERRY
GLOSSIE	CARPENTER
ANDREA	WEBB
DONALD	BALLARD
JOSEPHINA	ANDRADE
GREGORY	JACKSON
OCTAVIO	LIZARRAGA CHIQUETE
ANA MARIA	CHIQUETE SANDOVAL

**CERTIFICATE OF ELECTRONIC SERVICE**  
(CCP 1010.6(6) & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On February 28, 2025, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: February 28, 2025

Brandon E. Riley, Court Executive Officer

By:   
Sean Kane, Deputy Clerk

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE CALIFORNIA GASOLINE SPOT  
MARKET ANTITRUST LITIGATION

Case No. 3:20-cv-03131-JSC

**SUPPLEMENTAL DECLARATION  
OF ZACH COOLEY  
REGARDING CLAIMS  
ADMINISTRATION**

1 I, Zach Cooley, declare as follows:

2 1. I have personal knowledge of the matters set forth herein, and if called as a witness  
3 I could and would testify competently to them.

4 2. I am a Director for Verita Global, LLC (“Verita”) f/k/a KCC Class Action Services,  
5 LLC, a firm that provides comprehensive class action services, including legal notification, email  
6 and postal mailing campaign implementation, website design, call center support, class member  
7 data management, claims processing, check and voucher disbursements, tax reporting, settlement  
8 fund escrow and reporting, and other related services critical to the effective administration of class  
9 actions. Verita has developed efficient, secure and cost-effective methods to properly handle the  
10 voluminous data and mailings associated with the noticing, claims processing, and disbursement  
11 requirements of settlements to ensure the orderly and fair treatment of class members and all parties  
12 in interest.

13 3. The purpose of this declaration is to provide information related to claims, exclusion  
14 requests, and objections received in this matter as well as an update on administration expenses.

15 **CLAIM FORMS AND ESTIMATED AVERAGE RECOVERY**

16 4. The postmark deadline for Class Members to file claims in this matter was January  
17 8, 2025. Verita received 8,175 timely-filed claim forms, of which 1,548 are from businesses and  
18 6,627 from individuals.<sup>1</sup> This reflects a claims rate of approximately 2.55% for businesses and  
19 0.12% for individuals.<sup>2</sup> Verita is in the process of reviewing all the submitted supporting  
20 documentation to validate the claimed purchase amounts of the Class Members. The documentation  
21 review includes reviewing voluminous receipts, bank statements, tax records, as well as other  
22 miscellaneous documents to substantiate the Class Members’ claimed purchase amounts.

23

24 \_\_\_\_\_  
25 <sup>1</sup> Verita received 125 timely filed claim forms via U.S Mail after my previous declaration – dated  
26 January 22, 2025 – was filed. *See* ECF No. 623-1. These claims were processed and entered into  
27 Verita’s database.

28 <sup>2</sup> Verita estimated 60,623 businesses and 5,388,673 non-California consumers in the Settlement  
Class but cautioned that “[t]he estimates that Settlement Class Counsel provides are just that—  
estimates.”) *See* Dkt. 613.

1           5.       Once this documentation review is completed, Verita plans to undergo a deficiency  
2 process whereby we allow Class Members the opportunity to provide additional documentation to  
3 further validate their claimed purchase amounts. If a claimant responds to the deficiency notice,  
4 Verita will review any additional documentation received and update their records accordingly.

5           6.       Subsequently, Verita plans to review the claims for fraud and duplicate submissions,  
6 which is a process that will need to be completed *after* the documentation review is finalized, as  
7 notes from the documentation review will be utilized – in combination with our other screenings –  
8 to make a robust fraud assessment. In addition, should the Court approve the proposal regarding late  
9 claims, Verita plans to perform a parallel outreach to individuals who contacted us regarding late  
10 claim submission between January 9, 2025, and January 28, 2025, and allow for their submissions  
11 to be treated as timely.

12           7.       All previously listed factors will have an impact on the average class member  
13 recovery. In particular, before the document and fraud review processes are completed, the number  
14 of valid claims and total validly claimed purchase amounts are unknown. Verita therefore cannot  
15 provide final average recovery figures.

16           8.       Nonetheless, Verita can give estimates of the average recovery based on the claims  
17 rates, the results of the documentation review so far, and reasonable assumptions. Verita is currently  
18 working under the assumption that there will be roughly \$728,848 available for payout to consumers  
19 in the Non-California Consumer Pool and \$4,130,143 for payout to businesses in the Business Pool.<sup>3</sup>  
20 Based on the trends detected in the documentation review so far, we are anticipating that total  
21 payments from the Non-California Consumer Pool will be roughly \$4,623, which would correspond  
22 to full recovery of the corresponding single damages for valid consumer claimants and therefore  
23 result in the unused funds spilling over to the Business Pool.<sup>4</sup> That would then increase the Business  
24

25 \_\_\_\_\_  
26 <sup>3</sup> This is based on the following assumptions: \$6,554,433.95 in counsel expenses, \$564,000 in  
27 claims administration fees; \$15,000 in service awards, \$144,851.01 in interest, and \$2,082,425.12  
28 in counsel fees.

<sup>4</sup> See ECF No. 601-3 (Plan of Allocation), Clause 27 (“If the pro rata distribution of the funds in  
(footnote continued)

1 Pool to \$4,854,369, and it is anticipated that all funds will be used for payouts to the valid business  
2 claimants without a further spillover. Based on these assumptions and the data we have at present,  
3 we anticipate the average payments will be \$20.61 for the consumer claimants and \$800.88 for the  
4 business claimants. For the business claimants, the top 13 claims were removed before the  
5 calculation of this projected average, as the projected payouts for these claims are above \$20,000  
6 and would heavily skew the average payment amount. If these 13 claims were included, the  
7 estimated average payment to the business claimants would be \$11,088. Please note that these  
8 estimates depend on various assumptions, and that the final numbers may deviate depending,  
9 amongst others, on the results of the documentation review, the planned deficiency process, the  
10 fraud review, and any allowed late claims.

11 **EXCLUSION REQUESTS**

12 9. The notice informs Class Members that requests for exclusion from the Class must  
13 be postmarked no later than January 8, 2025. Verita has not received any additional exclusion  
14 requests from the list that was previously reported on January 22, 2025. *See* ECF No. 623-1.

15 **OBJECTIONS TO THE SETTLEMENT**

16 10. The notice informs Class Members that objections to the Settlement must be  
17 postmarked no later than January 8, 2025. From October 2 through February 28, Verita has not  
18 received any timely or untimely objections to the Settlement.

19 **ADMINISTRATION COSTS**

20 11. Through January 31, 2024, Verita has incurred \$312,611.61 in administration costs.  
21 Verita estimates that it will incur a total of \$564,000 in administration costs, but that the final number  
22

23 \_\_\_\_\_  
24 an Allocation Pool to Eligible Claimants within that pool as set forth in paragraphs 22-26 would  
25 result in Eligible Claimants in that pool receiving more than their collective single damages (based  
26 on the below calculations), then the amount initially allocated to that pool that is in excess of the  
27 pool's Eligible Claimants' collective single damages shall be allocated to the other pool until that  
28 pool's Eligible Claimants have also received their collective single damages. Any remaining  
excess shall be divided between the pools with the Non-CA Consumer Pool receiving []15% of the  
excess and the Business Pool receiving []85% of the excess.”).

1 may deviate depending, amongst others, on the scope of the documentation review, responses to the  
2 planned deficiency process, the extent of the fraud review, and any allowed late claims.

3

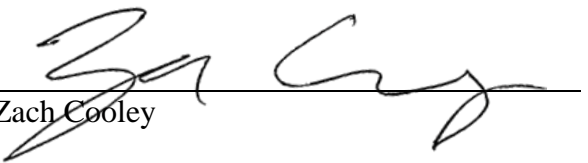
4 I, Zach Cooley, declare under penalty of perjury that the foregoing is true and correct.

5 Executed this 28th day of February 2025, at Louisville, Kentucky.

6

7

8

  
Zach Cooley

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28