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11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

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14
15 VANESSA WEST, individually, and
on behalf of all others similarly
16 situated,
17 Plaintiff,
18 v.
19 RHEEM MANUFACTURING
COMPANY, and MELET
20 PLASTICS, INC.,
21 Defendants.

Case No. 2:24-cv-09686-CAS-MAA
CLASS ACTION
PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES AND COSTS,
AND SERVICE AWARD

Date: May 11, 2026
Time: 10:00 a.m.
Ctrm.: 8D
Judge: Hon. Christina A. Snyder

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT, on May 11, 2026, at 10:00 a.m., or as soon thereafter as the matter may be heard in Courtroom 8D of the United States District Court for the Central District of California, located at the United States Courthouse, 350 W. First Street, 8th Floor, Los Angeles, California 90012, before the Honorable Christina A. Snyder, Representative Plaintiff Vanessa West will and hereby does apply to this Court for an Order (1) granting Attorneys’ Fees and Costs, and (2) granting the request for a Service Award for Representative Plaintiff.

This Motion is based upon the accompanying Memorandum of Points and Authorities, the Declarations of Scott Edward Cole and Ronald Armstrong in support of this Motion and exhibits thereto, the Declaration of Representative Plaintiff and such other oral argument and documentary evidence as may be presented to the Court at the hearing on this Motion.

Date: January 30, 2026

COLE & VAN NOTE

/s/ Scott Edward Cole
Scott Edward Cole

THE ARMSTRONG FIRM, PLLC

/s/ Ronald W. Armstrong, II
Ronald W. Armstrong, II

Attorneys for Representative Plaintiff and the Plaintiff Class

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1 **I. INTRODUCTION**

2 On November 25, 2025, this Court preliminarily approved the Settlement
3 between Plaintiff and Defendants Rheem Manufacturing Company and Melet
4 Plastics, Inc. (collectively, “Defendants”), and ordered that notice be given to the
5 Class. The Settlement negotiated on behalf of the Class provides a multifaceted and
6 robust relief for Class Members whether or not they already experienced property
7 damage or incurred other out-of-pocket expenses due to a Class Product failure.
8 Specifically, Defendants will provide compensation in the form of: (1) either a two-
9 year extended warranty program for parts or a one-year extended warranty program
10 for parts and labor, (2) a brass valve replacement option and/or (3) Documented Loss
11 Reimbursement (subject to a \$500,000 aggregate cap). Each of these benefits is
12 designed to make Class Members whole for issues traceable to the alleged defect
13 and to address Class Member concerns going forward.

14 This is an excellent Settlement of a risky and complex matter that provides
15 substantial relief for Class Members. As discussed further in this Motion, the parties
16 arrived at the Settlement after significant litigation, including discovery and months
17 of contentious settlement negotiations. The matter was ultimately settled following
18 a full day of mediation with Honorable Philip S. Gutierrez (Ret.) of JAMS.

19 Pursuant to the terms of the preliminarily approved Settlement Agreement,
20 Plaintiff requests the Court grant (a) \$ 950,000 in attorneys’ fees and costs based on
21 Class Counsel’s extensive work in prosecuting this case and delivering an excellent
22 Settlement and (b) a Service Award of \$5,000 to the Representative Plaintiff.

23 **II. BACKGROUND**

24 **A. The Product at Issue and the Commencement of Litigation**

25 This class action arises out of Rheem Manufacturing Company’s design,
26 manufacture, and sale of allegedly defective water heater drain valves to Plaintiff
27 and other similarly situated individuals. Like many Class Members who made claims
28 to their insurance carriers for reimbursement, within a modest time after its

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1 acquisition, Plaintiff’s water heater drain valve failed and flooded portions of her
2 home.

3 Through its supplier, Melet, Rheem formulates, designs, manufactures,
4 assembles, tests, labels, markets, advertises, warrants, and/or offers for distribution
5 and sale drain valves which are used to discharge water and sediment from
6 household water heaters. The drain valves at issue in this lawsuit were manufactured,
7 at least between 2019 and 2023. These drain valves incorporate a rubber seal and
8 plastic stem which Plaintiff alleges, due to their chemical composition, prematurely
9 decay, fracture, and fail when used in most chlorine and/or chlorimide treated water
10 supplies. If true, they are undoubtedly unsuitable for their intended purpose.

11 As a result of the alleged defects, on October 26, 2023, Plaintiff experienced
12 damage when the drain valve integrated into her Rheem water heater failed and
13 caused flooding damage in her Woodland Hills home. And, while some of the costs
14 associated with Plaintiff’s experience were covered by insurance, she remains out-
15 of-pocket for a portion of her insurance deductible, for her lost time and opportunity
16 costs, and for other special damages not covered by insurance.

17 On November 8, 2024, Plaintiff filed a class action complaint in this United
18 States District Court, alleging that Defendants Rheem and Melet knew or certainly
19 should have known of the latent defects in the millions of drain valves these
20 companies placed into American commerce for years. (*See*, ECF No. 1.) On
21 February 25, 2025, Plaintiff filed the operative First Amended Complaint after the
22 Court held a hearing on February 3, 2025, and issued its ruling, granting in part and
23 denying in part Rheem’s Motion to Dismiss. (*See*, ECF Nos. 38, 37.) After Melet
24 filed a Motion to Dismiss, the Court granted the parties’ joint request to continue the
25 hearing on Melet’s Motion and the Scheduling Conference to allow the parties to
26 finalize settlement discussions. (*See*, ECF Nos. 44, 48, 50.)

27 **B. The Parties Conducted Extensive Discovery**

28 Over the course of litigation and an entire year prior to filing, class counsel

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1 did substantial work and devoted substantial resources to this case. (Cole Decl. ¶ 8;
2 Armstrong Decl. ¶¶ 3-7, 43.) This included significant independent research,
3 retention of appropriate experts, necessary product testing, engineering analysis of
4 the products and evaluation of warranty and claim data, despite the significant risks
5 associated with all such litigation. (Cole Decl. ¶ 8; Armstrong Decl. ¶¶ 17, 43.)
6 Research included determining the relationship between the defendants, mapping
7 out the history of that relationship and analyzing Defendants position in the water
8 heater market. Additionally, Melet’s status as a Canadian corporation when it
9 relocated from South Dakota to Winnipeg posed multiple issues, including service
10 of the pleadings and extensive minimum contacts analysis regarding Melet’s
11 distribution and supply chain in California. The minimum contacts analysis was
12 critical as one of Melet’s chief arguments in its Motion to Dismiss was that it
13 “lack[ed] sufficient contacts with California necessary to subject it to personal
14 jurisdiction here.” (Dkt. No. 44-1, at 6.)

15 The parties engaged in a slew of informal discovery. Plaintiff’s counsel has
16 gathered sufficient and reliable information that was available regarding Defendants.
17 Defendant produced evidence that allowed Counsel to understand the means and
18 scope of the alleged defects, Defendants’ sales of the products, warranty issues and
19 options, the size and scope of the Class, etc. (Cole Decl. ¶ 25; Armstrong Decl. ¶ 19.)
20 The parties also informally exchanged non-public information in preparation for a
21 successful mediation. (*Id.*)

22 **C. Settlement Negotiations and Mediation**

23 The Parties engaged in extensive, arm’s-length negotiations over the course
24 of many months, including a full-day mediation session before experienced neutral,
25 Honorable Philip S. Gutierrez (Ret.) of JAMS. (Cole Decl. ¶ 27; Armstrong Decl.
26 ¶ 21.) Judge Gutierrez has extensive experience in mediating and resolving class
27 actions similar to this matter. (*Id.*)
28

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1 Ahead of the mediation session, parties prepared comprehensive mediation
2 briefs and Class Counsel researched the connection between the defendants, their
3 corporate governance and their solvency, researched and examined comparable
4 settlements and previous litigation against Defendants, prepared class certification
5 arguments, etc.—all with an aim toward preparing the matter for class certification
6 as quickly as possible and/or reaching a mediated resolution of the matter. (Cole
7 Decl. ¶ 28; Armstrong Decl. ¶ 22.)

8 Before any terms were negotiated, Representative Plaintiff had a thorough
9 understanding of the composition of the Settlement Class, the nature of Defendants’
10 anticipated defenses, the likely nature of arguments that would be advanced at class
11 certification, summary judgment, and trial, and the complex technical issues
12 surrounding the product defect. (Cole Decl. ¶ 28.)

13 On May 6, 2025, the parties commenced mediation with both sides
14 represented by experienced counsel. (Cole Decl. ¶ 29; Armstrong Decl. ¶ 23.) Judge
15 Gutierrez was successfully able to guide the parties to settlement. (*Id.*) Following
16 the mediation, the parties engaged in numerous phone calls and emails with the
17 mediator to solidify the class benefits, and while no clear sailing provision was
18 sought or received, ultimately the parties agreed to \$950,000 for attorneys’ fees and
19 costs. (*Id.*)

20 **D. Preliminary Approval**

21 On November 17, 2025, Class Counsel moved the Court to preliminarily
22 approve the Settlement. (Dkt. No. 58.) On November 24, 2025, Class Counsel
23 appeared before the Court, which then granted Class Counsel’s Motion for
24 Preliminary Approval. (Dkt. No. 64.)

25 **III. SETTLEMENT ADMINISTRATION**

26 Class Counsel spent numerous hours obtaining and negotiating bids from
27 well-established, experienced, and highly regarded class action administration firms.
28 (Cole Decl. ¶ 33; Armstrong Decl. ¶ 24.) Class Counsel also collaborated on the

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1 logistics and substance of the notice plan. (*Id.*) Representative Plaintiffs thus
2 maximized the amount that would be available to the Class for payment of claims,
3 by minimizing notice and administration costs, while ensuring that the notice and
4 administration plan complies with all rules, guidelines, and due process
5 requirements. (*Id.*)

6 Since the Preliminary Approval Order, Class Counsel worked closely with
7 CPT Group, Inc. (“CPT”) to ensure the notice and claims process has gone smoothly
8 for Class Members. (Cole Decl. ¶ 31; Armstrong Decl. ¶ 25.) Class Counsel
9 repeatedly audited the website to make sure it was correct and user-friendly,
10 reviewed reports from, and conferred with, CPT about the progress of the notice and
11 claims process, and responded to myriad inquiries from Class Members (*Id.*) Class
12 Counsel have and will continue to expend significant efforts to ensure that the
13 offered benefits reach Class Members. (Cole Decl. ¶ 61; Armstrong Decl. ¶ 59.)

14 Class Counsel will continue to expend significant efforts to communicate with
15 Class Members, seek final approval of the Settlement, and respond to any criticism
16 that may be filed, including potential appeals. (*Id.*) The lodestar presented to the
17 Court in this Motion does not include the significant time that will be expended on
18 such efforts.

19 **IV. ARGUMENT**

20 **A. The Court Should Grant the Attorneys’ Fees**

21 Public policy promotes granting attorneys’ fees because “[t]he function of an
22 award of attorney’s fees is to encourage the bringing of meritorious . . . claims which
23 might otherwise be abandoned because of the financial imperatives surrounding the
24 hiring of competent counsel.” (*City of Riverside v. Rivera* (1986) 477 U.S. 561, 578
25 (internal quotation marks and citations omitted).)

26 “The Court, in its discretion, may award attorneys’ fees in a class action by
27 applying either the lodestar method or the percentage-of-the-fund method.”
28 (*Barbano v. JP Morgan Chase Bank, N.A.* (C.D.Cal. Oct. 18, 2021, No. EDCV 19-

1 1218 JGB (SPx)) 2021 U.S.Dist.LEXIS 204354, at *22.) (quoting *Fischel v.*
2 *Equitable Life Assur. Soc’y of the United States* (9th Cir. 2002) 307 F.3d 997,
3 1006).) As the Settlement “does not establish a common fund, the Court applies the
4 lodestar method here to determine whether the requested attorneys’ fees are
5 reasonable.” (*Id.*)

6 Whether applying the lodestar or percentage method, “the most critical factor
7 is the degree of success obtained.” *Hensley v. Eckerhart* (1983) 461 U.S. 424, 436;
8 *see also (Jones v. GN Netcom, Inc. (In re Bluetooth Headset Prods. Liab. Litig.)* (9th
9 Cir. 2011) 654 F.3d 935, 942 (“Foremost among these considerations . . . is the
10 benefit obtained for the class.”); Federal Judicial Center, *Manual for Complex*
11 *Litigation*, § 27.71, 336 (4th ed. 2004) (“[The] fundamental focus is on the result
12 actually achieved for class members.”).)

13 **1. The Settlement Provides a Remarkable Recovery for**
14 **Settlement Class Members**

15 Class Counsel’s efforts generated an exceptional Settlement, which includes
16 (1) either a two-year extended warranty program for parts or a one-year extended
17 warranty program for parts and labor, (2) a brass valve replacement option and/or
18 (3) Documented Loss Reimbursement (subject to a \$500,000 aggregate cap). (S.A.
19 ¶ 3.1.) Based on Plaintiffs’ expert’s calculations, if all the purchasers of the Class
20 Products (8,792,586 individuals) opted for a two-year automatic warranty extension
21 and filed a claim, the value of Melet plastic drain valve replacements, at \$9.48 each,
22 would amount to \$83.4 million. (Cole Decl. ¶ 37; Armstrong Decl. ¶ 32.)

23 Based on Plaintiffs’ expert’s calculations, and that the one-year extended
24 warranty program is limited to the first 100,000 Class Members who request it,
25 Rheem will potentially pay out \$7,074,653 in extended warranty repair costs relating
26 to amounts associated with estimates for two-year parts only (value of \$7,027,018)
27 and one year-parts and labor alternatives (value of \$47,635). (Cole Decl. ¶ 39;
28 Armstrong Decl. ¶ 34.) The brass valve replacement option is available to the first

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1 20,000 Class Members who request it and has a \$449,400 benefit to the class. (Cole
2 Decl. ¶ 41; Armstrong Decl. ¶ 36.)

3 As for the value of the claims made for reimbursement of out-of-pocket repair
4 and replacement costs, with an estimated claims rate of even 1.9%, it is anticipated
5 that Class Members will meet the cap of \$500,000. (Cole Decl. ¶ 43; Armstrong
6 Decl. ¶ 38.) If the total of all valid claims exceeds the cap, payments will be reduced
7 pro rata across claimants on an equal percentage basis. (S.A. ¶ 3.1(c).) The
8 Settlement is quite valuable which, in the aggregate, Plaintiff’s expert values at
9 \$8,024,053 for the Class.

10 Further, Defendants will pay all costs of claims administration, Plaintiff’s
11 Counsel’s fees and litigation costs, and a service payment for the Class
12 representative for the risk and effort required to bring and maintain this action. (S.A.
13 ¶¶ 5, 8.) Further, as Defendants modified/improved the design of the drain valve in
14 roughly 2023, no need exists for future injunctive or relief other than the terms set
15 forth in the Settlement.

16 2. The Fee is Warranted Under the Lodestar Approach

17 Application of the lodestar method confirms the propriety of Class Counsel’s
18 fee request. Under the lodestar method, “the district court ‘multiplies a reasonable
19 number of hours by a reasonable hourly rate.’” (*Stetson v. Grissom* (9th Cir. 2016)
20 821 F.3d 1157, 1166 (quoting *Fischel v. Equitable Life Assurance Soc’y* (9th Cir.
21 2002) 307 F.3d 997, 1006).) The lodestar amount may then be adjusted by a risk
22 multiplier, and/or “a multiplier that reflects ‘a host of “reasonableness” factors.’”
23 (*Stetson*, 821 F.3d at 1166 (quoting *In re Bluetooth*, 654 F.3d at 941-42).)

24 i. The Number of Hours Claimed Is Reasonable

25 From the outset, Class Counsel diligently prosecuted this case on behalf of
26 millions of affected consumers. Indeed, Class Counsel moved this case
27 expeditiously—engaging in discovery, research, expert interfacing, Class Member
28 surveying and settlement efforts detailed herein. Class Counsel’s work required

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1 mastering highly technical product issues and, ultimately, prepared the case for
2 potential class certification and trial. (Cole Decl. ¶ 28; Armstrong Decl. ¶¶ 3-7.)

3 As detailed above and in the declarations, these hours include: (1) engaging
4 in extensive efforts to develop strategic plans, (2) vetting potential representative
5 plaintiffs, (3) extensively researching and filing the initial complaint, (4) opposing
6 Defendants’ motions to dismiss, (5) drafting the original Complaint and Amended
7 Complaint, (6) conducting informal discovery, (7) reviewing Defendants’
8 production documents, (8) coordinating with Representative Plaintiff, providing
9 discovery responses, and collecting documents, (9) undertaking substantial
10 investigation of the product defect and the corporate structure of Defendants, (10)
11 preparing an extensive mediation brief and attending a private mediation (11)
12 negotiating the details of the Settlement Agreement over multiple months and
13 securing preliminary approval of the Settlement, (12) corresponding and meeting
14 and conferring with several attorneys general, and (13) responding to inquiries from
15 Class Members after Class Notice was disseminated. (Cole Decl. ¶ 60; Armstrong
16 Decl. ¶ 59.)

17 What’s more, substantial additional work will be required that will be
18 uncompensated. Class Counsel must still: (1) draft and file the final approval motion
19 (including the research and drafting of any replies that may be required), (2) attend
20 the final approval hearing, (3) continue to respond to the many inquiries from Class
21 Members long after judgment; (4) oversee the distribution of the common fund,
22 (5) oversee the claims administration process, including addressing any claim
23 review issues and (6) handle any appeals. (Cole Decl. ¶ 61; Armstrong Decl. ¶ 60.)

24 To date, thus not including the additional work that will be required, the
25 number of hours spent by both firms is 893.1. (Cole Decl. ¶ 59, Exh. 3; Armstrong
26 Decl. ¶ 58, Exh. 2.) This number of hours and corresponding lodestar sought by all
27 Class Counsel is reasonable and should be reflected in the fees awarded to Class
28 Counsel. (*See Caudle v. Bristow Optical Co.* (9th Cir. 2000) 224 F.3d 1014, 1028-

1 29, as amended on denial of reh’g (Nov. 2, 2000) (counsel entitled to recover for all
2 hours reasonably expended); *Moore v. James H. Matthews & Co.* (9th Cir. 1982)
3 682 F.2d 830, 839 (“every item of service which, at the time rendered, would have
4 been undertaken by a reasonable and prudent lawyer to advance or protect his
5 client’s interest”) (citation omitted).)

6 **ii. The Hourly Rates Are Reasonable**

7 Class Counsel are entitled to the hourly rates charged by attorneys of
8 comparable experience, reputation and ability for similar complex federal litigation.
9 (*Camacho v. Bridgeport Fin., Inc.* (9th Cir. 2008) 523 F.3d 973, 979.) Class Counsel
10 have brought to this case extensive experience in the area of consumer class actions
11 and complex litigation. (Cole Decl. ¶¶ 79-86, Exh. 1; Armstrong Decl. ¶¶ 78-81.)
12 Here, Class Counsel’s hourly rates are reasonable in light of their significant
13 experience, expertise and skill. This matter was handled by multiple attorneys and
14 led by Scott Edward Cole, the founder and a shareholder of Cole & Van Note.
15 Mr. Cole and his firm have a 33-year track record of successfully litigating and
16 resolving hundreds of complex consumer class actions. (Cole Decl. ¶¶ 82-84.)
17 Mr. Armstrong, a partner at The Armstrong Firm, has a background in mechanical
18 engineering, focusing on manufacturing practices and the cross-discipline
19 cooperation between design specifications/standards and the manufacturing of
20 commercial products, sub-components and devices. (Armstrong Decl. ¶ 79.) As a
21 mechanical engineer, patent attorney and trial attorney, his practice largely focuses
22 on product liability litigation. (Armstrong Decl. ¶ 80.) Class Counsel’s requested
23 hourly rates are, thus, fully supported by their experience and reputation in handling
24 complex litigation and are commensurate with, if not lower than, prevailing market
25 rates in California for attorneys of comparable experience and skill. (*Blum v. Stenson*
26 (1984) 465 U.S. 886, 895 n. 11 (“[T]he requested rates are in line with those
27 prevailing in the community for similar services by lawyers of reasonably
28 comparable skill, experience, and reputation.”); *Fleming v. Impax Lab’ys*

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1 *Inc.* (N.D.Cal. July 15, 2022, No. 16-cv-06557-HSG) 2022 U.S. Dist. LEXIS 125595,
2 at *28 (approving rates of up to \$1,325 for partners).)

3 Courts in the Ninth Circuit have approved rates similar to and greater than the
4 ones sought here. (*See e.g., C.B. v. Moreno Valley Unified Sch. Dist.* (C.D.Cal. Oct.
5 3, 2025) No. EDCV 21-0194 JGB (SPx), 2025 U.S. Dist. LEXIS 213251, at *17-25
6 (approving rates of \$1,550 per hour for a founding parter, \$925 per hour for a senior
7 partner, \$325 per hour for paralegals, and \$495 per hour for other Plaintiff’s
8 counsel); *Hollifield v. Directv* (C.D.Cal. Mar. 14, 2017) No. CV 14-7622-MWF
9 (MRWx), 2017 U.S. Dist. LEXIS 235061, at *12 (“approving rates of between \$845
10 and \$1,200 per hour for three senior attorneys”) (citing *In re Animation Workers*
11 *Antitrust Litig.* (N.D.Cal. Nov. 11, 2016) 2016 U.S. Dist. LEXIS 156720, at *21);
12 *Silicon Genesis Corp. v. Ev Grp. E.Thallner GmbH* (N.D.Cal. Apr. 15, 2024) No.
13 22-cv-04986-JSC, 2024 U.S. Dist. LEXIS 68331, at *4 (approving of rate of \$1,000
14 per hour for partner); *Adtrader, Inc. v. Google LLC* (N.D.Cal. Mar. 16, 2020) No.
15 17-cv-07082-BLF, 2020 U.S. Dist. LEXIS 71654, at *25 (approving of a rate of
16 \$1,000 per hour for partner); *Banas v. Volcano Corp.* (N.D.Cal. 2014) 47 F. Supp.
17 3d 957, 965 (approving rates ranging from \$355 to \$1,095 per hour for partners and
18 associates).)

19 Class Counsel’s rates in calculating the lodestar are the same rates they would
20 charge non-contingent hourly clients. As such, the rates are “presumptively
21 reasonable.” (*Gusman v. Unisys Corp.* (7th Cir. 1993) 986 F.2d 1146, 1150 (“[T]he
22 best measure of the cost of an attorney’s time is what the attorney could earn from
23 paying clients.”).)

24 **iii. A Positive Multiplier Is Justified**

25 A court may reduce or enhance the lodestar figure based on “a host of
26 ‘reasonableness’ factors, ‘including the quality of representation, the benefit
27 obtained for the class, the complexity and novelty of the issues presented, and the
28 risk of nonpayment.’” (*In re Bluetooth*, 654 F.3d at 942 (quoting *Hanlon v. Chrysler*

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1 | *Corp.* (9th Cir. 1998) 150 F.3d 1011, 1029.) ““The district court *must* apply a risk
2 | multiplier to the lodestar ‘when (1) attorneys take a case with the expectation they
3 | will receive a risk enhancement if they prevail, (2) their hourly rate does not reflect
4 | that risk, and (3) there is evidence the case was risky.’ Failure to apply a risk
5 | multiplier in cases that meet these criteria is an abuse of discretion.” (*Stetson*, 821
6 | F.3d at 1166 (quoting *Stanger v. China Elec. Motor, Inc.* (9th Cir. 2016) 812 F.3d
7 | 734, 741 and *Fischel*, 307 F.3d at 1008).)

8 | Based on these factors, the requested multiplier of approximately 1.66¹ is fair
9 | and more than merited, given the excellent results obtained on a contingency basis
10 | in this complex case. (*See, e.g., Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290
11 | F.3d 1043, 1051 & Appendix (approving multiplier of 3.65 and citing cases with
12 | multipliers as high as 19.6); *In re Volkswagen “Clean Diesel” Mktg., Sales*
13 | *Practices, & Prods. Liab. Litig.* (N.D.Cal. Mar. 17, 2017) No. 2672 CRB (JSC),
14 | 2017 U.S. Dist. LEXIS 39115, at *732-33 (“Multipliers in the 3-4 range are
15 | common in lodestar awards for lengthy and complex class action litigation.”))
16 | (quoting *Van Vranken v. Atlantic Richfield Co.* (N.D.Cal. 1995) 901 F. Supp. 294,
17 | 298-99).)

18 | The complexity of this case demanded experienced legal skills and high-
19 | quality work. The “prosecution and management of a complex national class action
20 | requires unique legal skills and abilities” that are to be considered when determining
21 | a reasonable fee. (*In re Omnivision Techs., Inc.* (N.D.Cal. 2008) 559 F. Supp. 2d
22 | 1036, 1047 (citation omitted).) This case presented extraordinary challenges that
23 | required extraordinary lawyering. Class Counsel represented a class consisting of 7
24 | to 8 million consumers in multiple states, requiring research and potential
25 | application of the laws of each respective state.

26 |
27 |
28 | ¹ Given the additional tasks yet to be performed, that multiplier will continue to diminish.

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1 All class actions involve a high level of risk, expense and complexity, but
2 product defect actions like this case are particularly risky and complex. Were the
3 case to proceed in litigation, there would be numerous expert reports, costly expert
4 depositions, and *Daubert* proceedings that risk excluding Representative Plaintiff’s
5 expert testimony. Representative Plaintiff unquestionably faced an uncertain road
6 with respect to class certification, summary judgment and any appeals.

7 Class Counsel was successful due to its deep understanding and decades of
8 handling consumer class actions. This experience enabled Class Counsel to
9 implement an effective, efficient litigation strategy that reached resolution on an
10 informed basis, including hiring two seasoned, competent experts, while keeping
11 costs and fees down by not performing work that had little to no benefit to the Class
12 other than to augment the firms’ lodestars.

13 Class Counsel prosecuted this case on a purely contingent basis, thereby
14 assuming the risk of no payment for a considerable amount of work, or even recovery
15 of their costs, over an extended period of time. (*Omnivision*, 559 F. Supp. 2d at 1047;
16 *Vizcaino*, 290 F.3d at 1048.) That the considerable risks here were undertaken by
17 Class Counsel on an entirely contingent basis would further justify a multiplier if
18 Representative Plaintiff were requesting one. (*See Stetson*, 821 F.3d at 1166;
19 *Vizcaino*, 290 F.3d at 1050; *Kerr v. Screen Extras Guild, Inc.* (9th Cir. 1975) 526
20 F.2d 67, 70, abrogated on other grounds by *City of Burlington v. Dague* (1992) 505
21 U.S. 557.) “It is an established practice in the private legal market to reward
22 attorneys for taking the risk of nonpayment by paying them a premium over their
23 normal hourly rates for winning contingency cases.” (*In re Washington Pub. Power*
24 *Supply Sys. Sec. Litig.* (9th Cir. 1994) 19 F.3d 1291, 1299.) That Class Counsel spent
25 more than 893.1 hours advancing this case without any compensation and without
26 knowing whether their efforts would ever be rewarded supports the reasonableness
27 of the current fee request and the application of a multiplier.
28

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1 extraordinary results represented by the Settlement, the contingent nature of
2 representation, the risks of nonpayment, and the highly complex nature of the
3 litigation and the high caliber of lawyering required and employed by all counsel the
4 attorneys’ fee is modest and more than merited.

5 **4. The Attorneys’ Fee Award Is the Product of Arm’s-Length**
6 **Negotiation**

7 The Parties negotiated at arm’s-length for months to achieve this Settlement.
8 This began with substantial motion practice and discovery. Instead of mediating this
9 matter at the early stages of litigation, Representative Plaintiffs procured sufficient
10 documentation to inform their position on the claims and defenses in this case. This
11 supports a finding that the negotiations were performed at arm’s-length without
12 collusion or fraud. (*See, e.g., Swain v. Anders Grp., LLC* (E.D.Cal. Oct. 5, 2022, No.
13 1:21-cv-00197-SKO) 2022 U.S.Dist.LEXIS 183346, at *30) (“A settlement is
14 presumed to be fair if it follows sufficient discovery and genuine arm’s-length
15 negotiation”) (quoting *Adoma v. Univ. of Phx., Inc.* (E.D.Cal. 2012) 913 F. Supp. 2d
16 964, 977 (cleaned up)); *see also Mondrian v. Trius Trucking, Inc.* (E.D.Cal. Oct. 6,
17 2022, No. 1:19-cv-00884-ADA-SKO) 2022 U.S.Dist.LEXIS 184152, at *22)
18 (finding that private mediation with an experienced mediator following six months
19 of litigation with substantial discovery strongly supports a finding that there was no
20 collusion or fraud.)

21 Furthermore, the mediation and settlement negotiations, as well as the
22 ultimate product of those interactions between Class Counsel and Defendants’
23 counsel were facilitated and overseen by a neutral mediator: Honorable Philip S.
24 Gutierrez—a well-known and respected neutral. (Cole Decl. ¶ 27; Armstrong Decl.
25 ¶ 21.) This also supports a finding that the negotiations were fair. (*Swain*, 2022
26 U.S.Dist.LEXIS 183346, *29 (citing *Palacios v. Penny Newman Grain, Inc.*
27 (E.D.Cal. July 2, 2015, No. 1:14-cv-01804-KJM-SAB) 2015 U.S.Dist.LEXIS
28 87457, at *19); *G. F. v. Contra Costa Cnty.* (N.D.Cal. July 30, 2015, No. 13-cv-

1 03667-MEJ) 2015 U.S.Dist.LEXIS 100512, at *43 (“[t]he assistance of an
2 experienced mediator in the settlement process confirms that the settlement is non-
3 collusive”) (quoting *Satchell v. Fed. Express Corp.* (N.D.Cal. Apr. 13, 2007, No.
4 C03-2659 SI) 2007 U.S.Dist.LEXIS 99066, at *17; *In re Bluetooth*, 654 F.3d at 948
5 (finding that engaging in formal mediation with an experienced mediator weighs “in
6 favor of a finding of non-collusiveness”).)

7 **5. The Fee Amount Is Comparable to Attorneys’ Fees**
8 **Awarded in Other Cases**

9 In determining whether an award is reasonable, courts may look to awards
10 made in similar cases. (*See Vizcaino*, 290 F.3d at 1050 n.4.) The request here is
11 incredibly modest when compared with awards in other consumer class action cases.
12 For instance, the fee requested here compares favorably with that awarded in
13 *Peterson*, where the court awarded \$725,000 in attorneys’ fees and reimbursement
14 of costs when the settlement provided for “a Settlement Fund up to \$2,000,000.00
15 for reimbursement of out-of-pocket costs for replacement or repair” of a
16 microwave/oven and an extended service plan. (*Peterson v. BSH Home Appliances*
17 *Corp.* (W.D.Wash. June 13, 2024) No. 2:23-cv-00543-RAJ, 2024 U.S. Dist. LEXIS
18 105624, at *6-7.) In *Walsh*, the court relied primarily on the lodestar method and
19 approved \$2,489,337.54 in attorneys’ fees and \$110,662.46 in costs when the
20 possible cash value of the settlement was \$8.25 million. (*Walsh v. Kindred*
21 *Healthcare* (N.D.Cal. Dec. 16, 2013) No. C 11-00050 JSW, 2013 U.S. Dist. LEXIS
22 176319, at *11.) In *In re Experian Data Breach Litigation*, the court awarded \$10.5
23 million in attorneys’ fees, finding the amount only made up 10.5% of the total value
24 of the settlement and a 1.65 multiplier of the lodestar. ((C.D.Cal. May 10, 2019, No.
25 SACV 15-01592 AG (DMFx)) 2019 U.S. Dist. LEXIS 81243.)

26 **B. Class Counsel are Entitled to Reimbursement of Litigation Costs**

27 Under well-settled law, Class Counsel are entitled to recover “out-of-pocket
28 expenses that would normally be charged to a fee-paying client.” (*Harris v.*

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1 *Marhoefer* (9th Cir. 1994) 24 F.3d 16, 19 (internal citation and quotation marks
2 omitted).)

3 The preliminarily approved Settlement Agreement provides for
4 reimbursement of litigation costs. To date, Class Counsel have collectively incurred
5 \$68,964.84 in unreimbursed litigation costs. (Cole Decl. ¶¶ 73, 74, Exh. 2;
6 Armstrong Decl. ¶¶ 72, 73, Exh. 1.) These costs were reasonably necessary for the
7 prosecution and resolution of this litigation and were incurred by Class Counsel for
8 the benefit of Class Members with no guarantee that they would be reimbursed.
9 (Cole Decl. ¶¶ 75-78; Armstrong Decl. ¶¶ 74-77.) (*See Staton v. Boeing Co.* (9th Cir.
10 2003) 327 F.3d 938, 975 (class counsel entitled to reimbursement of expenses
11 reasonably incurred).) These reasonable litigation costs are included in the \$950,000.

12 **C. The Court Should Approve the Service Awards**

13 “It is well-established in this circuit that named plaintiffs in a class action are
14 eligible for reasonable incentive payments, also known as service awards.” (*Viceral*
15 *v. Mistras Grp., Inc.* (N.D.Cal. Feb. 17, 2017, No. 15-cv-02198-EMC) 2017
16 U.S.Dist.LEXIS 23220, at *15 (citation omitted).) Service awards, which are
17 discretionary, “are intended to compensate class representatives for work done on
18 behalf of the class, to make up for financial or reputational risk undertaken in
19 bringing the action.” (*Rodriguez v. W. Publ’g Corp.* (9th Cir. 2009) 563 F.3d 948,
20 958-59.)

21 The Court should grant the modest Service Awards of \$5,000 to the
22 Representative Plaintiff to compensate her for the effort and risk entailed in pursuing
23 this litigation. Throughout the action, and since preliminary approval, the
24 Representative Plaintiff diligently represented and pursued the interests of the Class.
25 (Cole Decl. ¶ 51; Armstrong Decl. ¶ 50.) The Representative Plaintiff provided
26 extensive information regarding the harms they suffered as a result of product defect,
27 including providing all necessary paperwork and documents. (*Id.*) The
28 Representative Plaintiff also remained in contact with Class Counsel throughout the

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1 litigation, promptly responding to our inquiries for further information and
2 communicating with Class Counsel to keep up to date on the status of the Litigation.
3 The Representative Plaintiff also communicated with Class Counsel regarding the
4 terms of the Settlement and reviewed the Settlement Agreement. (*Id.*) Representative
5 Plaintiff put her name and reputation on the line for the sake of the Class, and no
6 recovery would have been possible without their critical role. (*Id.*)

7 **V. CONCLUSION**

8 For all the foregoing reasons, Representative Plaintiffs respectfully request
9 that the Court grant \$950,000 in attorneys’ fees and costs, as well as a Service Award
10 of \$5,000 to Representative Plaintiff.

11
12 Date: January 30, 2026

/s/ Scott Edward Cole

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CERTIFICATE OF SERVICE

I hereby certify that, on January 30, 2026, a true and correct copy of the foregoing was electronically filed with the Clerk of Court using CM/ECF. Copies of the foregoing document will be served upon interested counsel via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ Scott Edward Cole

Scott Edward Cole

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11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

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14
15 VANESSA WEST, individually, and
on behalf of all others similarly
16 situated,

17 Plaintiff,
18 v.

19 RHEEM MANUFACTURING
COMPANY, and MELET
20 PLASTICS, INC.,

21 Defendants.

Case No. 2:24-cv-09686-CAS-MAA
CLASS ACTION

**DECLARATION OF SCOTT
EDWARD COLE IN SUPPORT OF
PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES AND COSTS,
AND SERVICE AWARD**

Date: May 11, 2026
Time: 10:00 a.m.
Ctrm.: 8D
Judge: Hon. Christina A. Snyder

22
23
24 I, Scott Edward. Cole, Esq., declare as follows:

25 1. I, Scott Edward Cole, Esq., am an attorney duly licensed to practice
26 before all courts of the State of California as well as federal courts across the country.
27 I am the Founder and Shareholder of the law firm Cole & Van Note ("CVN").
28

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1 2. I was appointed by the Court as Settlement Lead Class Counsel for the
2 Proposed Class in this proceeding against Defendants Rheem Manufacturing
3 Company and Melet Plastics, Inc. (collectively, “Defendants”). I have personal
4 knowledge of the matters stated herein and, if called upon, we could and would
5 competently testify regarding those matters. I submit this Joint Declaration in
6 support of Plaintiff’s Motion for Attorneys’ Fees and Costs, and Service Award
7 (“Motion”).

8 3. As discussed below, I believe the proposed settlement provides a
9 substantial recovery in a case presenting complex issues and substantial risks, and is
10 a fair, reasonable and adequate result for the Class.

11 4. The Class Action Settlement Agreement and Release entered into
12 between the Parties to this litigation was filed on November 17, 2025 in conjunction
13 with the Motion for Preliminary Approval (Dkt. 58).

14 5. CVN vigorously and zealously represented the interests of the proposed
15 Settlement Class from the inception of this hard-fought litigation until the present.
16 Class Counsel worked on a fully contingent basis and assumed the risk of
17 challenging Defendants. In this litigation, Defendants were represented by a very
18 well-respected, well-funded, and large international law firm who vigorously
19 defended against Plaintiff’s claims throughout the course of this litigation.

20 6. That Representative Plaintiff achieved such an excellent result against
21 such a formidable opponent is yet another factor supporting Class Counsel’s request
22 for fees without the benefit of any multiplier.

23 7. This proposed Settlement is the result of significant litigation efforts by
24 CVN, extensive settlement negotiations, and a full-day mediation on May 6, 2025
25 with respected neutral Honorable Philip S. Gutierrez (Ret.) of JAMS.

26 8. Over the course of litigation and an entire year prior to filing, class
27 counsel did substantial work and devoted substantial resources to this case. This
28 included significant independent research, retention of appropriate experts,

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1 necessary product testing, engineering analysis of the products and evaluation of
2 warranty and claim data, despite the significant risks associated with all such
3 litigation. Class Counsel’s work also included researching and drafting the
4 opposition to Defendants’ Motions to Dismiss the Complaint and arguing on that
5 motion to dismiss before the Court; conducting discovery; and negotiating an
6 extremely favorable Settlement for the Class. The Settlement secures a significant
7 recovery for the putative Class Members.

8 9. Pursuant to the Settlement, Defendants will provide compensation in
9 the form of: (1) either a two-year extended warranty program for parts or a one-year
10 extended warranty program for parts and labor, (2) a brass valve replacement option
11 and/or (3) Documented Loss Reimbursement (subject to a \$500,000 aggregate cap).

12 10. As for non-monetary settlement benefits, Defendants will pay all costs
13 of claims administration, Plaintiff’s Counsel’s fees and litigation costs, and a service
14 payment for the Class representative for the risk and effort required to bring and
15 maintain this action. Further, as Defendants modified/improved the design of the
16 drain valve in roughly 2023, no need exists for future injunctive or relief other than
17 the terms set forth in the Settlement.

18 11. As of January 30, 2026, 4,270 claims have been submitted to the Claims
19 Administrator.

20 12. Through the Motion for Award of Attorneys’ Fees and Costs, and
21 Service Award, and pursuant to the terms of the preliminarily approved Settlement
22 Agreement, we respectfully request the Court grant (a) \$ 950,000 in attorneys’ fees
23 and costs as well as Service Award of \$5,000 to the Representative Plaintiff.

24 13. Over the nearly two years of research and heavily contested litigation,
25 CVN has devoted more than 724.10 total hours and incurred a collective lodestar of
26 \$432,459.50 to secure the relief for the Class.
27
28

THE COMMENCEMENT OF THE LITIGATION

1
2 14. This class action arises out of Rheem Manufacturing Company’s
3 design, manufacture and sale of defective water heater drain valves to Plaintiff and
4 other similarly situated individuals. Like many Class Members who made claims to
5 their insurance carriers for reimbursement, published complaints on the internet, etc.,
6 within a modest time after its acquisition, Plaintiff’s water heater drain valve failed
7 and flooded portions of her home.

8 15. On November 8, 2024, Plaintiff Vanessa West filed a class action
9 complaint in this United States District Court, alleging that the Class Products were
10 defectively designed or manufactured.

11 16. On January 6, 2025, Defendant Rheem filed a Motion to Dismiss the
12 Complaint, and the Court issued a ruling granting the motion as to seven of ten of
13 Plaintiff’s claims: breach of express warranty (Claim 1), breach of implied warranty
14 of merchantability (Claim 2), violations of the Song-Beverly Warranty Act (Claim
15 8), violations of the Magnuson-Moss Warranty Act (Claim 3), common law fraud
16 (Claim 7), violation of the Unfair Competition Law (claim 9), and unjust enrichment
17 (Claim 10).

18 17. On February 25, 2025, the operative First Amended Complaint was
19 filed alleging three claims: strict liability/manufacturing and design defect and
20 failure to warn (Claim 1), negligence (Claim 2), and negligent failure to warn (Claim
21 3).

22 18. On March 28, 2025, Rheem filed its Answer and Defendant Melet
23 Plastics filed its own Motion to Dismiss.

24 19. The Court subsequently granted the parties’ joint request to continue
25 the hearing on Melet’s Motion and the Scheduling Conference to allow the parties
26 to finalize settlement discussions.

27 20. As detailed in the Plaintiff’s motion for settlement approval, passing
28 the Motion to Dismiss stage was a watershed event but hardly the end of the hurdles

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1 Plaintiff would face in this matter. (See Dkt. 58.) Plaintiff would, for example, face
2 challenges at class certification. (See e.g., *Zinser v. Accufix Rsch. Inst., Inc.* (9th Cir.
3 2001) 253 F.3d 1180, 1189; *In re U.S. Foodservice 127* (2d Cir. 2013) 729 F.3d 108,
4 126; *Cole v. GMC* (5th Cir. 2007) 484 F.3d 717, 724 (“[I]n a class action governed
5 by the laws of multiple states,” “variations in state law may swamp any common
6 issues and defeat predominance.”).) Even if Plaintiff won class certification, class
7 notice is expensive and a risky investment if Plaintiff thereafter lost the case.

8 21. Plaintiff would also face evidentiary challenges, summary
9 judgment/adjudication, motions in limine to limit trial issues and/or damages and, of
10 course, trial and a potential appeal. I factored in all these risks against the settlement
11 Defendants were willing to offer and made the decision that is best for Class
12 interests.

13 **DISCOVERY**

14 22. Discovery efforts in the litigation were significant.

15 23. During the course of the litigation, CVN dedicated significant time and
16 monetary resources to this litigation. My firm conducted extensive research to
17 investigate and understand the nature of Defendants’ business, Defendants’
18 corporate structure, necessary product testing, engineering analysis of the products
19 and evaluation of warranty and claim data. This team’s pre-settlement work also
20 included, but was not limited to, working with our experts, and, of course, motion
21 briefing, research and cases management efforts.

22 24. Research included determining the relationship between the
23 defendants, mapping out the history of that relationship and analyzing Defendants
24 position in the water heater market. Additionally, Melet’s status as a Canadian
25 corporation when it relocated from South Dakota to Winnipeg posed multiple issues,
26 including service of the pleadings and extensive minimum contacts analysis
27 regarding Melet’s distribution and supply chain in California. The minimum
28 contacts analysis was critical as one of Melet’s chief arguments in its Motion to

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1 Dismiss was that it “lack[ed] sufficient contacts with California necessary to subject
2 it to personal jurisdiction here.” (Dkt. No. 44-1, at 6.)

3 25. The parties also engaged in a slew of informal discovery. Defendant
4 produced evidence that allowed me to understand the means and scope of the alleged
5 defects, Defendants’ sales of the products, warranty issues and options, the size and
6 scope of the Class, etc., and the parties also informally exchanged non-public
7 information in preparation for a successful mediation.

8 26. As a result of this extensive discovery and expert advice,
9 Representative Plaintiffs had sufficient information to evaluate the claims and
10 negotiate a fair settlement.

11 **SETTLEMENT NEGOTIATIONS**

12 27. The Parties engaged in extensive, arm’s-length negotiations over the
13 course of many months, including a full-day mediation with neutral, Honorable
14 Philip S. Gutierrez (Ret.) of JAMS, a well-respected mediator. Judge Gutierrez has
15 extensive experience mediating class action litigation.

16 28. Ahead of the mediation session, parties prepared comprehensive
17 mediation briefs and Class Counsel researched the connection between the
18 defendants, their corporate governance and their solvency, researched and examined
19 comparable settlements and previous litigation against Defendants, prepared class
20 certification arguments, etc.—all with an aim toward preparing the matter for class
21 certification as quickly as possible and/or reaching a mediated resolution of the
22 matter. Before any terms were negotiated, Representative Plaintiff had a thorough
23 understanding of the composition of the Settlement Class, the nature of Defendants’
24 anticipated defenses, the likely nature of arguments that would be advanced at class
25 certification, summary judgment, and trial, and the complex technical issues
26 surrounding the product issues.

27 29. The parties commenced mediation on May 6, 2025, with both sides
28 represented by experienced counsel who fought hard for their clients. Following the

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1 mediation, the parties engaged in numerous phone calls and emails with the mediator
2 to solidify the class benefits, and while no clear sailing provision was sought or
3 received, ultimately the parties agreed to \$950,000 for attorneys’ fees and costs.
4 Ultimately, the parties reached agreement to terms of a settlement agreement, which
5 were memorialized in the Settlement Agreement executed on or about September 5,
6 2025.

7 30. Class Counsel thereafter collaborated on the logistics and substance of
8 the notice plan. Representative Class Counsel spent numerous hours obtaining and
9 negotiating bids from well-established, experienced, and highly regarded class
10 action notice and administration firms. As a result, Representative Plaintiff
11 maximized the amount that would be available to the Class for payment of claims.
12 Class Counsel accomplished this by minimizing the notice and administration costs
13 while ensuring that the notice and administration plan complied with all federal rules
14 and guidelines and due process requirements.

15 31. After soliciting competing bids in an effort to achieve the best deal for
16 the class for administration of the Settlement, Class Counsel negotiated an
17 agreement with CPT Group, Inc. (“CPT”). Class Counsel worked closely with CPT
18 to hone the notice and claim form notice to comply with applicable law. Since the
19 Preliminary Approval Order, Class Counsel has repeatedly audited the website to
20 make sure it is correct and user-friendly, reviewed reports from, and conferred with,
21 CPT about the progress of the notice and claims process, and responded to myriad
22 inquiries from Class Members.

23 **SETTLEMENT TERMS**

24 32. The proposed Settlement Class is defined as “[a]ll individuals and
25 entities that own or have owned Class Products and/or who own or have owned
26 homes or other structures physically located in the United States in which the Class
27 Products are or were installed.” Settlement Agreement (“S.A.”) ¶ 1.30.
28

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1 33. “Class Products” means “round poly drain valves . . . manufactured and
2 advertised between 2019 and 2023.” (S.A. ¶ 1.9.) This includes Rheem part
3 numbers: AP12159A-K, AP14830A-G, AP16800A-G, AP16838A-G, SP12159AK,
4 SP14830A-G, P16800A-G, and SP16838A-G. (*Id.*)

5 34. In exchange for the Settlement’s benefits, all Settlement Class
6 Members will release any claims against Defendants based on one or more of the
7 same factual predicates alleged in the Action. (S.A. ¶ 9.)

8 35. The Settlement provides for (1) either a two-year extended warranty
9 program for parts or a one-year extended warranty program for parts and labor, (2) a
10 brass valve replacement option and/or (3) Documented Loss Reimbursement
11 (subject to a \$500,000 aggregate cap). (S.A. ¶ 3.1.)

12 36. All Class Members, regardless of whether they submit a claim form,
13 will automatically receive a two-year extension on any warranty coverage for the
14 Class Products for parts (materials and workmanship), consistent with existing
15 warranty terms. Similarly, if the applicable warranty has expired for any Class
16 Member as of the Effective Date of this Settlement, that Class Member shall receive
17 a new two-year warranty on the Class Product, said warranty(ies) to commence as
18 of the Effective Date of this Settlement. (S.A. ¶ 3.2(a).)

19 37. Based on Plaintiffs’ expert’s calculations, if all the purchasers of the
20 Class Products (8,792,586 individuals) opted for a two-year automatic warranty
21 extension and filed a claim, the value of Melet plastic drain valve replacements, at
22 \$9.48 each, would amount to \$83.4 million. (*See* the Declaration of Frank
23 Bernatowicz in support of Plaintiff’s Motion for Preliminary Approval, at ¶ 13.)

24 38. As a first alternative to the automatic two-year warranty extension,
25 Class Members may elect, during the settlement claims period, to receive a one-year
26 extension on any warranty coverage for both parts and labor (e.g., installation of the
27 item by a plumber). (S.A. ¶ 3.2(b).)

28

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1 39. Based on Plaintiffs' expert's calculations, and that the one-year
2 extended warranty program is limited to the first 100,000 Class Members who
3 request it, Rheem will potentially pay out \$7,074,653 in extended warranty repair
4 costs relating to amounts associated with estimates for two-year parts only (value of
5 \$7,027,018) and one year-parts and labor alternatives (value of \$47,635). (*See* the
6 Declaration of Frank Bernatowicz in support of Plaintiff's Motion for Preliminary
7 Approval, at ¶¶ 17, 28.)

8 40. As a second alternative, Class Members may elect, during the
9 settlement claims period, to replace their Class Products with an arguably superior
10 brass valve, provided by Rheem at its expense. This option shall be available to the
11 first 20,000 Class Members who request it. (S.A. ¶ 3.2(a).)

12 41. The brass valve replacement option is available to the first 20,000 Class
13 Members who request it and has a \$449,400 benefit to the class. (*See* the Declaration
14 of Frank Bernatowicz in support of Plaintiff's Motion for Preliminary Approval, at
15 ¶¶ 17, 28.)

16 42. All Class Members may submit claims for reimbursement of up to
17 \$1,500 of documented losses that are reasonably traceable to a failure of the Class
18 Products, provided that such losses have not already been reimbursed by Defendants.
19 (S.A. ¶¶ 1.14, 3.1(b)) To qualify, Class Members must submit documentation such
20 as dated receipts, invoices, technician reports, or service records and evidence
21 connecting the expenses to the Class Products. (S.A. ¶ 3.1(a).) This option has a total
22 aggregate cap of \$500,000 across all Documented Loss claims. (S.A. ¶ 3.1(b).)

23 43. With an estimated claims rate of even 1.9%, it is anticipated that Class
24 Members will meet the cap of \$500,000. (*See* the Declaration of Frank Bernatowicz
25 in support of Plaintiff's Motion for Preliminary Approval, at ¶¶ 32-34.)

26 44. Defendants will also pay all costs of claims, administration, Plaintiff's
27 Counsel's fees and litigation costs, and a service payment for the Class
28

1 representative for the risk and effort required to bring and maintain this action. (S.A.
2 ¶¶ 5, 8.)

3 **PRELIMINARY APPROVAL**

4 45. On November 17, 2025, Class Counsel moved the Court to
5 preliminarily approve the Settlement. (Dkt. 58.)

6 46. On November 24, 2025, Class Counsel appeared before the Court for
7 the hearing on the Motion for Preliminary Approval. (Dkt. 58.)

8 47. On November 25, 2025, this Court granted the Motion for Preliminary
9 Approval. (Dkt. 64.)

10 **THE SETTLEMENT ADMINISTRATOR**

11 48. The Court preliminarily appointed CPT to serve as the Settlement
12 Administrator. (Dkt. 64.) CPT is highly experienced in similar matters, well
13 regarded, and is qualified to serve as Claims Administrator.

14 **REPRESENTATIVE PLAINTIFF**

15 49. The Court preliminarily approved Vanessa West as the Representative
16 Plaintiff. (Dkt. 64.)

17 50. Throughout the action, and since preliminary approval, the
18 Representative Plaintiff diligently represented and pursued the interests of the Class.
19 The Representative Plaintiff provided extensive information regarding the harms
20 they suffered as a result of product defect, including providing all necessary
21 paperwork and documents. The Representative Plaintiff also remained in contact
22 with Class Counsel throughout the litigation, promptly responding to our inquiries
23 for further information and communicating with Class Counsel to keep up to date on
24 the status of the Litigation. The Representative Plaintiff also communicated with
25 Class Counsel regarding the terms of the Settlement and reviewed the Settlement
26 Agreement. Representative Plaintiff put her name and reputation on the line for the
27 sake of the Class, and no recovery would have been possible without their critical
28 role.

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1 51. Attached as **Exhibit 4** is the Representative Plaintiff’s declaration
2 detailing her efforts throughout the course of this litigation, how her efforts benefited
3 the Class, and affirming her support for the Settlement.

4 **THE SETTLEMENT IS IN THE BEST INTEREST OF THE CLASS**

5 52. Class Counsel believe the Settlement Agreement is fair, reasonable and
6 adequate; the product of substantial investigation, litigation and arm’s-length
7 negotiation; and, most importantly, is in the best interests of Representative Plaintiff
8 and putative Class Members. Despite my strong belief in the merits of this litigation
9 and likelihood of success at trial, we nonetheless believe that the benefits to
10 Representative Plaintiff and the putative Class pursuant to the agreed upon terms
11 substantially outweigh the risks of continuing to litigate the claims—namely, the
12 delay that would result before Representative Plaintiff and putative Class Members
13 receive any benefits should the action proceed to trial; the possibility of a negative
14 outcome at trial; and the possibility of a negative outcome post-trial should
15 Defendants appeal a judgment in favor of the putative Class. This Settlement
16 provides significant benefits now and is in the best interest of all putative Class
17 Members.

18 53. This Settlement also achieves substantial value when compared to other
19 product liability settlements. In *Bentley, et al. v. LG Electronics U.S.A., Inc.* (D.N.J.,
20 No. 2:19-cv-13554-MCA-MAH), owners of certain models of LG refrigerators
21 manufactured between January 1, 2014 and December 31, 2017, may be eligible for
22 a cash payment if their LG refrigerator stopped cooling within five years of purchase,
23 including up to \$450 upon submission of a claim form under oath, or more by
24 supporting their claim with accompanying documentation such as receipts, invoices,
25 photographs or other reasonable evidence of losses, if they: (a) paid for parts to have
26 their LG Refrigerator repaired; (b) paid for labor to have their LG Refrigerator
27 repaired; (c) had unsuccessful repairs; (d) had delayed repairs; (e) replaced their LG
28 Refrigerator because it stopped working; and/or (f) had property loss such as spoiled

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1 food, beverages, medicine or other perishables, or from property damage such as
2 leaking. Additionally, Class members would also receive an extended warranty
3 covering the full cost of repairs for cooling failures for five years from the date of
4 purchase.

5 54. In *Linneman v. Vita-Mix Corp.* (S.D.Ohio, No. 15-cv-748-SJD),
6 consumers who purchased a household Vita-Mix blender with a blade assembly
7 dated between January 1, 2007 and October 1, 2016 will be able to obtain a
8 replacement blade and seal or a \$70 gift card. Those consumers who purchased a
9 Vita-Mix for commercial/business use (such as a chef, restaurant, institution, etc.)
10 between September 15, 2015 and August 9, 2016, as well as commercial consumers
11 who purchased from the Vita-Mix XL line on or before April 7, 2017, can claim a
12 replacement blade and seal.

13 55. On May 7, 2021, the Tenth Circuit Court of Appeals approved the
14 settlement of the multi-district litigation (MDL) case *In re: Samsung Top-Load*
15 *Washing Machine Marketing, Sales Practices and Product Liability Litigation*
16 (W.D.Ok, No. 17-ML-2792-D), wherein thirty-four models of Samsung top-load
17 washing machines, individually priced between \$450 and \$1500, experienced
18 weakness issues with the top-load door mechanism. As a result of the weakness, the
19 top-load door on some machines would detach during certain spin cycles, allowing
20 water to spew out of the machine. The *Samsung* settlement agreement provided class
21 members owning machines with top-load door issues four options for relief:
22 (1) enhanced minimum recall rebates, which would allow class members to receive
23 a rebate worth up to 15.5% of the estimated purchase price of the washing machine;¹
24 (2) enhanced recall repair, wherein Samsung would send a technician to a class
25 member's home to strengthen the top-load door mechanism and also provide the
26

27 ¹ Given the retail price of the washing machines, the maximum rebate of 15.5% of
28 the purchase price permitted each consumer to recover between \$69.75 and \$232.50,
depending on the specific model purchased.

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1 member a rebate toward the purchase of a future Samsung appliance; (3) top
2 separation relief, which would allow a member experiencing a top-load door
3 separation within seven years of purchasing a washing machine to receive a full
4 refund on the purchase price of the machine as well as up to \$400 in expenses
5 resulting from the top-load door separation; or (4) recall repair with warranty
6 extension, under which a class member could request a repair to their top-load door
7 mechanism and receive a one-year extension of the warranty on the washing
8 machine.² The settlement also provided relief to class members experiencing drain-
9 pump failures, allowing (1) \$150 to cover the cost of already-completed repairs or
10 installation of a new drain pump, if failure occurred within three years of the notice
11 date of the settlement; and (2) up to \$400 for expenses stemming from the failure of
12 a drain pump.

13 56. The Claims Deadline is March 20, 2026. Prior to the Final Approval
14 Hearing, Class Counsel and the Settlement Administrator will provide updated
15 figures to inform the Court of the current claims rate.

16 **THE REQUESTED ATTORNEYS’ FEES AND COSTS ARE THE RESULT**
17 **OF ARMS-LENGTH NEGOTIATIONS**

18 57. The parties to this litigation engaged in substantial discovery before any
19 mediation or settlement was discussed.

20 58. The negotiations in this case were hard-fought, at all times at arms’-
21 length, and not the product of collusion.

22 **THE ATTORNEYS’ FEES ARE REASONABLE**

23 59. To date, thus not including the additional work that will be required,
24 the number of hours spent by CVN is 734.10 and total lodestar for CVN is
25 \$432,459.50.

26 _____

27 ² This option for relief also obligated Samsung to complete the repair within fourteen
28 days of the class member’s request or else give the member a \$50 cash equivalent
card or replace the member’s washing machine.

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1 60. The attorneys’ fees and costs that Class Counsel are submitting for the
2 Court’s consideration include time devoted to:

- 3 a. Engaging in extensive efforts to develop strategic plans to litigate this
- 4 matter;
- 5 b. Vetting potential representative plaintiffs;
- 6 c. Extensively researching and filing the complaint;
- 7 d. Opposing Defendants’ motions to dismiss;
- 8 e. Conducting informal discovery;
- 9 f. Reviewing Defendants’ production of documents;
- 10 g. Coordinating with Representative Plaintiff, providing discovery
- 11 responses, and collecting documents;
- 12 h. Undertaking substantial investigation of the product defect and the
- 13 corporate structure of Defendants;
- 14 i. Retaining multiple experts;
- 15 j. Preparing an extensive mediation brief and attending a private
- 16 mediation;
- 17 k. Negotiating the details of the Settlement Agreement over multiple
- 18 months and securing preliminary approval of the Settlement;
- 19 l. Corresponding and meeting and conferring with several attorneys
- 20 general; and
- 21 m. Responding to inquiries from Class Members after Class Notice was
- 22 disseminated.

23 61. In addition to these tasks and the attendant resources already committed
24 to them, Class Counsel will need to devote additional time and resources to this case,
25 including:

- 26 a. Preparing for and attending the Final Approval hearing, including the
- 27 research and drafting of the reply papers and responses to objections;
- 28 b. Continuing to respond to myriad inquiries from Class Members;

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- 1 c. Overseeing the Settlement through final approval of distribution of the
- 2 common fund;
- 3 d. Overseeing the claims administration process, including addressing any
- 4 claim review issues and ensuring the offered benefits reach Class
- 5 Members; and
- 6 e. Litigating any appeals.

7 62. The time we spent on litigation efforts in this case prevented us from
 8 pursuing other work at the same (or, at least similar, depending on the circumstances
 9 of the case) hourly rates reflected in the lodestar submitted herewith. My firm
 10 receives dozens of new intakes every day and, as a result, there is always a significant
 11 opportunity cost. My firm invested a substantial number of hours litigating this
 12 matter instead of pursuing/investigating other potential cases.

13 63. Throughout the litigation, my firm conscientiously coordinated and
 14 collaborated with Mr. Armstrong’s to ensure the efficient and non-duplicative effort
 15 in this litigation. I am well aware that Courts sometimes scrutinize settlement fee
 16 requests when it appears the requesting counsel have worked inefficiently or have
 17 unnecessarily duplicated each other’s efforts. Our firms worked hard in this action
 18 to prevent that from happening. In performing the tasks outlined above, my firm took
 19 measures to ensure that all work performed was necessary in light of the needs of
 20 the case, was carried out efficiently, and in a non-duplicative manner.

21 64. In light of their significant experience, expertise, and skill in this area
 22 of litigation, Class Counsel’s hourly rates are reasonable particularly here in the
 23 Ninth Circuit where Courts have approved rates similar to Class Counsel here. (*See*
 24 *e.g., C.B. v. Moreno Valley Unified Sch. Dist.* (C.D.Cal. Oct. 3, 2025) No. EDCV
 25 21-0194 JGB (SPx), 2025 U.S. Dist. LEXIS 213251, at *17-25 (approving rates of
 26 \$1,550 per hour for a founding parter, \$925 per hour for a senior partner, \$325 per
 27 hour for paralegals, and \$495 per hour for other Plaintiff’s counsel); *Hollifield v.*
 28 *Directv* (C.D.Cal. Mar. 14, 2017) No. CV 14-7622-MWF (MRWx), 2017 U.S. Dist.

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1 LEXIS 235061, at *12 (“approving rates of between \$845 and \$1,200 per hour for
2 three senior attorneys”) (citing *In re Animation Workers Antitrust Litig.* (N.D.Cal.
3 Nov. 11, 2016) 2016 U.S. Dist. LEXIS 156720, at *21); *Silicon Genesis Corp. v. Ev*
4 *Grp. E.Thallner GmbH* (N.D.Cal. Apr. 15, 2024) No. 22-cv-04986-JSC, 2024 U.S.
5 Dist. LEXIS 68331, at *4 (approving of rate of \$1,000 per hour for partner);
6 *Adtrader, Inc. v. Google LLC* (N.D.Cal. Mar. 16, 2020) No. 17-cv-07082-BLF, 2020
7 U.S. Dist. LEXIS 71654, at *25 (approving of a rate of \$1,000 per hour for partner);
8 *Banas v. Volcano Corp.* (N.D.Cal. 2014) 47 F. Supp. 3d 957, 965 (approving rates
9 ranging from \$355 to \$1,095 per hour for partners and associates).)

10 65. The quality of the work performed by Class Counsel in obtaining the
11 Settlement should also be evaluated in light of the quality of opposing counsel.
12 Defendants in this case were represented by experienced counsel from the
13 internationally prominent litigation firm Gibson Dunn. This firm vigorously and
14 ably defended the action—including obtaining dismissal in part of Representative
15 Plaintiff’s case. In facing this formidable defensive effort—including partial
16 dismissal of the case—Class Counsel were nevertheless able to develop a case that
17 was sufficiently strong to persuade settlement on terms that are favorable to the
18 Settlement Class Members.

19 66. The amount of attorneys’ fees and costs requested here compares
20 favorably with that awarded in other consumer class action cases. In *Peterson*, where
21 the court awarded \$725,000 in attorneys’ fees and reimbursement of costs when the
22 settlement provided for “a Settlement Fund up to \$2,000,000.00 for reimbursement
23 of out-of-pocket costs for replacement or repair” of a microwave/oven and an
24 extended service plan. (*Peterson v. BSH Home Appliances Corp.* (W.D.Wash. June
25 13, 2024) No. 2:23-cv-00543-RAJ, 2024 U.S. Dist. LEXIS 105624, at *6-7.)

26 67. In *In re Experian Data Breach Litigation*, the court awarded \$10.5
27 million in attorneys’ fees, finding the amount only made up 10.5% of the total value
28

1 of the settlement and a 1.65 multiplier of the lodestar. No. SACV 15-01592 AG
2 (DMFx), 2019 U.S. Dist. LEXIS 81243 (C.D.Cal. May 10, 2019).

3 68. In *Walsh*, the court relied primarily on the lodestar method and
4 approved \$2,489,337.54 in attorneys’ fees and \$110,662.46 in costs when the
5 possible cash value of the settlement was \$8.25 million. (*Walsh v. Kindred*
6 *Healthcare* (N.D.Cal. Dec. 16, 2013) No. C 11-00050 JSW, 2013 U.S. Dist. LEXIS
7 176319, at *11.)

8 **THE CONTINGENT NATURE OF THE CASE AND RISKS OF**
9 **LITIGATION**

10 69. My firm undertook this matter solely on a contingent basis, with no
11 guarantee regarding the potential duration of the litigation or the ultimate recovery
12 of fees or costs. My firm also understood the risks attendant to litigation in this
13 jurisdiction. While attorneys who represent corporations are routinely paid (often
14 quite handsomely) on an hourly basis, plaintiffs in consumer actions can rarely
15 afford to pay their attorneys by the hour, especially if they expect to be represented
16 by law firms well known for achieving good results. As a firm primarily committed
17 to consumer class actions, including the one at hand, my firm must accept them on
18 a wholly contingent basis, with no guarantee of recovery of fees, or even the
19 reimbursement of its litigation costs. Recovering fees, sometimes with a multiplier,
20 is the only way lawyers who represent individuals in class litigation can continue to
21 provide quality work for victims such as those who brought this case.

22 70. All of these specific risks are on top of the general risks inherently
23 present in consumer class action cases, which generally face substantial hurdles—
24 even just to make it past the pleading stage.

25 71. There was also a substantial risk in Plaintiffs obtaining and maintaining
26 class certification. At the outset, class certification, outside the settlement context,
27 almost always poses a significant challenge. Even if the Court certified this Class,
28 the risk of decertification was great and we would have faced numerous additional

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1 | hurdles.³ Indeed, I am informed that many plaintiffs’ firms spend hundreds of hours
2 | of work on cases not dissimilar to this one, merely to see those cases dismissed
3 | summarily. My firm is no stranger to this occurrence. Adjustment to the fees in cases
4 | where we *prevail* is, thus, warranted to adjust for such risk.

5 | 72. As a result of all these factors, our firms’ requested fees are reasonable
6 | when considering the complexity and risks associated with litigating this case, the
7 | contingent nature of the representation, and the Settlement Fund valued at
8 | \$8,024,053, achieved under the circumstances.

9 | 73. The net requested attorneys’ fees and costs award of \$950,000 (when
10 | reasonably reimbursable costs total \$68,964.84) amounts to approximately 11.83%
11 | of the current estimated total Settlement Value of \$8,024,053.

12 | **THE REQUESTED COSTS AND EXPENSES ARE REASONABLE**

13 | 74. The total costs and expenses incurred by CVN are \$45,902.11.

14 | 75. Class Counsel does not seek a separate award of reimbursement for out-
15 | of-pocket costs and expenses that were reasonably and necessarily incurred by Class
16 | Counsel in connection with the action.

17 | 76. The expenses incurred in this action, including the costs, are reflected
18 | in the books and records of my firm and the other firms. These books and records
19 |

20 | _____
21 | ³ While defendants would certainly have continued to challenge the operative
22 | pleadings, we also recognized that, should we survive those pleadings challenges,
23 | we would face challenges at class certification. (*See e.g., Zinser v. Accufix Rsch.*
24 | *Inst., Inc.* (9th Cir. 2001) 253 F.3d 1180, 1189; *In re U.S. Foodservice* (2d Cir. 2013)
25 | 729 F.3d 108, 126-127; *Cole v. GMC* (5th Cir. 2007) 484 F.3d 717, 724 (“[I]n a class
26 | action governed by the laws of multiple states,” “variations in state law may swamp
27 | any common issues and defeat predominance”).) The Complaint filed with the
28 | present Court does not, in my opinion, present these problems. And, should we make
it to that point, Defendants would certainly have filed motions for summary
adjudication/judgment, *Daubert*-type challenges and/or *in limine* motions and,
otherwise, facing a potential jaw-dropping judgment for millions of people, would
have put up a vigorous defense up to and through trial and/or on appeal.

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1 are prepared from expense vouchers, check records, and other source materials and
2 are an accurate record of the expenses incurred.

3 77. The costs and expenses for which we request reimbursement include
4 reimbursable expenses for filing fees, expert fees, legal research, mediation fees,
5 photo-copies, postage, and other fees incurred in the ordinary operation of practicing
6 law prosecuting this action, which may increase between now and the Effective Date
7 of the Settlement.

8 78. Class Counsel advanced these costs and expenses for the benefit of the
9 classes they sought to represent without any guarantee that these costs and expenses
10 would be recovered.

11 **EXPERIENCE AND QUALIFICATIONS**

12 79. I was personally and actively involved in all aspects of the proceedings
13 on this case. I am familiar with this litigation and negotiated the proposed settlement.
14 My experience and that of other members of my firm benefited the efficient litigation
15 of this matter and the settlement negotiations in this case significantly. Attached as
16 **Exhibit 1** is a true and correct copy of CVN’s Firm Resume.

17 80. CVN is a specialized practice devoted almost exclusively to
18 prosecuting class action matters. In its 33-year history, CVN has prosecuted
19 hundreds of class and/or complex/representative cases. Most of these cases involved
20 some or all of the same legal issues as are presented in the current action. I was
21 directly involved in all of the day-to-day work in this case.

22 81. As a law firm devoted to prosecuting class actions, CVN—from its
23 shareholders to its support staff—possess impressive institutional knowledge
24 regarding class action procedures. It handles many cases substantially similar to the
25 present case and is well-qualified to continue to serve as Class Counsel here, through
26 judgment and thereafter.

27 82. CVN’s past experiences run deep across various areas of the law—from
28 employment wage and hour and discrimination cases, to consumer, personal injury

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1 and environmental class actions/mass tort cases. CVN has successfully achieved
2 class certification in varied factual scenarios, some of the more unique or difficult
3 situations being set forth in the firm’s resume. Some better-known and/or “game
4 changing” cases include: include *Kurihara v. Best Buy Co., Inc.*, 2007 U.S. Dist.
5 LEXIS 64224 (N.D.Cal. Aug. 29, 2007) (obtaining certification for a class of over
6 52,000 current and former store employees bringing bag check claims); *Tierno v.*
7 *Rite Aid Corp.*, 2006 U.S. Dist. LEXIS 71794 (N.D.Cal. Aug. 31, 2006) (oft-cited
8 Order certifying a class of approximately 1,100 California retail store managers
9 alleging overtime misclassification); *Torres v. ABC Security*, Case No. RG04158744
10 (Sup.Ct.Cal. Alameda Cnty. 2006) (obtaining certification of a class of over 1,600
11 security guards working at scores of different work sites); *Fulton v. Sports and*
12 *Fitness Clubs of America, dba 24 Hour Fitness, USA, Inc.*, Case No. GIC881669
13 (Super.Ct.Cal. San Diego Cnty.) (consolidated with Case No. GIC873193) (Order
14 certifying class of over 7,000 fitness club group exercise instructors); *Rowe v.*
15 *California Commerce Club*, Case No. BC321283 (Super.Ct.Cal. L.A. Cnty.)
16 (consolidated with Case No. BC288079) (Order certifying tip-pooling claims on
17 behalf of a class of approximately 2,000 card room dealers); and *Rodriguez v.*
18 *Pleasanton Fitness*, Case No. MSC17-00376 (Super.Ct.Cal. Contra Costa Cnty.)
19 (Order certifying two classes of fitness club workers). This list is far from
20 exhaustive.

21 83. CVN’s track record is equally impressive with regard to settlements and
22 adjudications. For example, Mr. Cole was co-counsel in the landmark California
23 Supreme Court decision providing that non-exempt worker time spent under the
24 control of the employer is compensable. *Augustus vs. ABM Security Services*, Case
25 No. S224853 (Super.Ct.Cal.) (\$110 million settlement on behalf of roughly 15,000
26 security guards). Additionally, I co-prosecuted what was, at the time (and perhaps
27 still), the largest class action settlement of a meal break-only case. *Despres v. United*
28 *Parcel Service, Inc.* No. 3:03-CV-02987 (TEH) and No. 3:03-CV-02001 (TEH)

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1 (N.D.Cal.) (\$87 million settlement on behalf of roughly 20,000-person class).
2 Mr. Cole prosecuted, obtained a judgment and thereafter negotiated a two-tiered \$19
3 million settlement on behalf of fitness club group exercise instructors for unpaid
4 wage and unreimbursed business expense claims. *Fulton v. Sports and Fitness Clubs*
5 *of America, dba 24 Hour Fitness, USA, Inc.*, Case No. GIC881669 (Super.Ct.Cal.
6 San Diego Cnty.) (consolidated with Case No. GIC873193). He prosecuted and
7 settled a \$15 million non-reversionary settlement on behalf of a class of
8 approximately 68,000 security guards for meal and rest break violations. *Securitas*
9 *Security Services Cases*, Case No. 1-05-CV-047499 (Santa Clara Cnty.Super.Ct.).
10 Additionally, he negotiated a \$7.5 million settlement on behalf of a class of retail
11 Assistant Managers for uncompensated time spent undergoing security checks and
12 failure to provide meal and rest breaks. *Kelly v. Walgreens*, Case No. CGC-07-
13 464347 (S.F.Cnty.Super.Ct.). Mr. Cole also brokered a \$6.9 million settlement on
14 behalf of a class of over 1,000 allegedly misclassified retail Store Managers. *Tierno*
15 *v. Rite Aid Corp.*, Case No. 3:05-CV-02520 (TEH) (N.D.Cal.). He served as court-
16 appointed lead counsel after fierce competition for that appointment in a
17 consolidated action of nine lawsuits against Walgreen Co. bringing a variety of wage
18 and hour claims on behalf of approximately 43,000 retail store workers in California.
19 After several years of litigation, he negotiated a \$23 million settlement in that case.
20 *In Re Walgreen Co. Wage and Hour Litigation*, Case No. 2:11-CV-07664 (PSG)
21 (C.D.Cal.). CVN has many additional resolutions within the settlement range
22 exhibited above and scores of others of lesser notoriety.

23 84. Drawing upon that diverse background, CVN is nowadays devoted
24 almost entirely to the prosecution of consumer class actions. In these matters, CVN
25 serves in a variety of roles, oftentimes in various leadership positions. For example,
26 CVN has served as court-appointed lead or co-lead counsel in various data breach
27 matters, including, but not necessarily limited to: *Henderson, et al. v. Reventics,*
28 *LLC*, Case No. 1:23-cv-00586-MEH (D.Colo.) (court appointed co-lead counsel);

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1 *Hinds, et al. v. Community Medical Centers, Inc.*, Case No. STK-CV-UNPI-2021-
2 10404 (Super. Ct. Cal. San Joaquin Cnty.) (court appointed co-lead counsel);
3 *Tsvetanova, et al. v. UCSD Health*, Case No. 37-2021-00039888-CU-PO-CTL
4 (Super. Ct. Cal. San Diego Cnty.) (court appointed co-lead counsel); *In Re:*
5 *Rackspace Data Security Litigation*, No.: SA-22-cv-01296-XR (W.D. Tex.) (court
6 appointed lead counsel); *Fedorys, et al. v. Ethos Group Inc.*, Case No. 3:22-cv-2573-
7 M (N.D. Tex.) (court appointed co-lead counsel); *Moreland, et al. v. 1st Franklin*
8 *Financial Corporation*, Case No. 2:23-cv-00038-SCJ (N.D.Ga.) (court appointed
9 co-lead counsel); *Domitrovich, et al. v. MC Dean, Inc.*, Case No. 1:23-cv-00210-
10 CMH-JFA (E.D.Va) (court appointed co-lead counsel); *Deevers, et al. v. Wing*
11 *Financial Services, LLC.*, Case No. 4:22-cv-00550-CVE-MTS (N.D. Okla.) (court
12 appointed co-lead counsel); *Darrin v. Huntington Ingalls Industries, Inc.*, Case No.
13 4:23-cv-00053-JKW-DEM (E.D.Va.) (court appointed co-lead counsel); *Guerrero*
14 *v. Merritt Healthcare Holdings, LLC*, Case No. 3:23-cv-00389-MPS (D.Conn.)
15 (court appointed co-lead counsel); *Prutsman v. Nonstop Administration and*
16 *Insurance Services, Inc.*, Case No. 3:23-Cv-01131-VC (N.D.Cal.) (court appointed
17 co-lead counsel); *In re DISH Network Data Security Incident Litigation*, Case No.
18 1:23-cv-01168-RMR-SBP (D.Colo.) (court appointed co-lead counsel); *Byers v.*
19 *Orthoalaska, LLC*, Case No. 3:23-cv-00243-SLG (D.Alaska) (court appointed co-
20 lead counsel); *Tambroni v. Wellnow Urgent Care, P.C.*, Case No. 1:24-cv-01595
21 (N.D.Ill.) (court appointed co-lead counsel); *Dryden v. Tri Counties Bank*, Case No.
22 23CV03115 (Super. Ct. Cal. Butte Cnty.) (court appointed co-lead counsel); *Brett v.*
23 *Valley Mountain Regional Center*, Case No. STK-CV-UPI-2024-0005025 (Super.
24 Ct. Cal. San Joaquin Cnty.) (court appointed co-lead counsel); *Cordell v. Patelco*
25 *Credit Union*, Case No. 24CV082095 (Super. Ct. Cal. Alameda Cnty.) (court
26 appointed co-lead counsel); *Skillings, et al., v. Access Sports Medicine and*
27 *Orthopedics*, Case No. 218-2024-CV-01086 (Super. Ct. New Hampshire
28 Rockingham Cnty.) (court appointed co-lead counsel); *Bujok v. MC2 Data, LLC*,

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1 Case No. 0:24-cv-61864-LEIBOWITZ (S.D.Fla.) (court appointed co-lead counsel);
2 *Francisco v. Diligent Acquisitions LLC*, Case No. 4:24-cv-04468 (S.D.Tex.) (court
3 appointed co-lead counsel); *Oliver v. Jewish Home Lifecare* (N.Y. Sup. Ct., N.Y.
4 County, Index No. 157811/2024) (court appointed co-lead counsel); *Lunsford v.*
5 *Maryhaven Inc.*, Case No. 25CV003753 (Ct. of Common Pleas, Franklin Cty. Ohio)
6 (court appointed co-lead counsel); *Rice v. California Cancer Associates for*
7 *Research and Excellence, Inc.*, Case No. 5:25-cv-01636 (C.D. Cal.) (court appointed
8 co-lead counsel); *In re Teamsters Local Union Nos. 117 and 174 Data Breach*
9 *Litigation*, Case 25-3-21664-1 KNT (Wash. Sup. Ct., King Cty.) (court appointed
10 co-lead counsel); *Bobo, et al. v. Krispy Kreme Doughnut Corp.*, Case No. 3:25-CV-
11 00434 (W.D.N.C.) (court appointed co-lead counsel); *Hammon, et al. v. Omni*
12 *Healthcare Financial Holdings*, Case No. 3:25-CV-00263 (W.D.N.C.) (court
13 appointed co-lead counsel); *Smith v. Monterey Mushrooms*, Case No. 25-cv-08213-
14 BLF (N.D. Cal 2025) (court appointed co-lead counsel); *Poudrier v. Manpower of*
15 *Lansing, MI, Inc.*, Case No. 1:25-cv-00956-PLM-PJG (W.D.MI 2025) (court
16 appointed co-lead counsel); *Miller v. Mercer Health, et al.*, Case No. 25-CIV-037
17 (Common Ct. of Pleas, Mercer Cnty. Ohio) (court appointed co-lead counsel); *Parks*
18 *v. Rural Health Services, Inc.*, Case No. 2025CP0201622 (So. Carolina, Aiken Cnty,
19 Common Pleas) (court appointed co-lead counsel); *Orrantia v. S.V.D.P.*
20 *Management, Inc.*, Case No. 25CU048774C (Super. Ct. Cal., San Diego Cnty.)
21 (court appointed co-lead counsel); *Walker v. Wayne Memorial Hosp. Auxiliary, Inc.*,
22 Case No. SUCV2025000245 (Ga., Wayne Cnty) (court appointed co-lead counsel);
23 *In re Methodist Home Care Data Incident Litigation*, Case No. CV2025-904388.00
24 (Cir. Ct. Jefferson Cty., Ala.) (court appointed co-lead counsel).

25 85. CVN also serves in more informal (e.g., Executive Committee)
26 leadership positions in numerous other cases and in sole counsel roles in even dozens
27 more—actions currently venued across well over 30 states.
28

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1 86. Mr. Cole is a well-respected leader in the field of class action litigation,
2 has achieved record results in both settlements and judgments in such cases, has
3 authored numerous scholarly publications, including his book “Fallout” (chronicling
4 the 1994 toxic substance release by Unocal and the ensuing class action legal battle),
5 and has been called upon to serve as a regular speaker at public seminars on issues
6 surrounding employment law and class action procedures. He has prosecuted class
7 actions across numerous fields, including employment, consumer, environmental,
8 and data breach cases.

9 87. The basis for Mr. Cole’s opinion that this Settlement that is fair,
10 adequate and reasonable is further derived from research relating to the filing of the
11 case and issues of the case, multiple discussions with counsel for Defendant relating
12 to case management, informal exchanges of discoverable information, and the
13 settlement negotiations themselves.

14 **EXHIBITS**

- 15 1. Attached hereto as **Exhibit 1** is a true and correct copy of CVN’s Firm
- 16 Resume.
- 17 2. Attached hereto as **Exhibit 2** is a true and correct copy of CVN’s Cost
- 18 Journal.
- 19 3. Attached hereto as **Exhibit 3** is a true and correct copy of CVN’s
- 20 Summary Lodestar Report.
- 21 4. Attached hereto as **Exhibit 4** is a true and correct copy of
- 22 Representative Plaintiff’s Declaration.

23
24 I declare under penalty of perjury under the laws of the United States of
25 America that the foregoing is true and correct.

26 Executed this 30th day of January 2026 at Oakland, California.

27
28 /s/ Scott Edward Cole
Scott Edward Cole

CERTIFICATE OF SERVICE

I hereby certify that, on January 30, 2026, I caused to be filed the foregoing document electronically using the Court’s electronic case filing (ECF) system, which will automatically send a notice of electronic filing to the email addresses of all counsel of record.

/s/ Scott Edward Cole

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COLE & VAN NOTE

ATTORNEYS AT LAW

"A single voice has the power to push Big Business toward big change."

FIRM RESUME

OVERVIEW OF OUR PRACTICE

Cole & Van Note (“CVN”) is a boutique class action firm known for aggressive representation and impressive results in the areas of consumer fraud, data breach, environmental and employment litigation. Founded in 1992, CVN has been devoted primarily to such matters, having litigated hundreds of class actions against businesses of all types and in nearly every industry imaginable. The members of CVN have vast experience prosecuting class/complex actions, both in a sole counsel capacity and in leadership positions, oftentimes among many firms, in California and nationwide litigation. They have published numerous scholarly articles dealing with various substantive issues as well as class action litigation/procedure, speak regularly to legal audiences, and have served as consulting experts in class action litigation. CVN’s team of skilled advocates has recovered billions of dollars for tens of millions of workers and consumers, been involved in record-setting settlements and judgments and compelled the correction of innumerable unlawful practices.



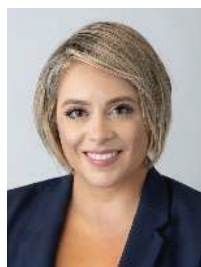
SHAREHOLDERS & ASSOCIATE ATTORNEYS



Scott Edward Cole, founder and shareholder of Cole & Van Note, has extensive leadership experience prosecuting class action cases in federal and state courts nationwide. Mr. Cole has authored numerous scholarly publications and serves as highly regarded guest lecturer on issues surrounding class action procedures and negotiation theory. Mr. Cole has been responsible for shaping the law in trial and appellate courts for decades, authored the book “Fallout” and is available to serve as a mediator of class action disputes.

Credentials: Admitted, State Bar of California, 1992; University of San Francisco School of Law, J.D., 1992; President, University of San Francisco Labor & Employment Law Society; San Francisco State University, B.A., Speech Communications (Individual Major in Rhetoric), 1989, Minor Study in Business Administration, 1989; Admitted, United States District Court for all California Districts, the United States District Court of Colorado, the Western District Court of Michigan, etc.; Admitted, United States Court of Appeals (6th, 9th and 10th Circuits). Additionally, Mr. Cole is a former National Association of Securities Dealers Registered Representative (Series 7

licensed) and is/has been a member of the Association of Trial Lawyers of America, California Lawyers Association, California Employment Lawyers Association, American Bar Association, Alameda County Bar Association (e.g., Vice Chair of ACBA's Labor & Employment Law Section Executive Committee), National Employment Lawyers Association and a U.S. Delegate to the InterAmerican Meeting of Labor and Trade Union Lawyers, Havana, Cuba (March 2012). Mr. Cole is also the author of "Fallout," a published book based upon his experiences litigating in the wake of the 1994 airborne release of toxic chemicals by the Unocal Corporation, and a resource which has been used by top tier law schools in the curriculum for first year law students.



Laura Van Note, shareholder, is an aggressive and skilled advocate and leads the firm's hiring and career outreach efforts. A 2013 graduate of the University of Missouri, Kansas City School of Law, her practice has focused primarily on class action representation of data breach victims and underpaid workers in employment/civil rights litigation. With a near-perfect track record for results, Ms. Van Note appears in courts across the nation, is licensed in Kansas and Missouri and in numerous federal districts.

Credentials: Admitted, State Bar of California, 2016; Admitted, State Bar of Missouri, 2013; Admitted, State Bar of Kansas, 2015; Admitted, United States District Court for all California Districts, the Eastern District of Wisconsin, District of Kansas, Eastern and Western Districts of Missouri, District of New Mexico, District of Nebraska, District of Colorado and the Northern District of Illinois; University of Missouri, Kansas City School of Law, J.D., 2013 (Order of the Barrister, Dean's List, Captain of the National Trial Advocacy Team, President of the American Constitutional Society for Law and Policy, Teaching Assistant to the Directory of Advocacy); University of Missouri, Kansas City, B.A., History, Minor in French, 2010.



Cortney Szafran, associate attorney, graduated from Stetson University College of Law in 2021 near the top of her class, then completing her LL.M. in the top 2% of her class from the University of California, Los Angeles School of Law. While in school at UCLA, Ms. Szafran also served as Chief Managing Editor of the Journal of Gender & Law. After graduation, she served as a civil defense attorney representing Fortune 500 companies as national counsel in complex litigation including products liability, premises liability and personal injury matters. Ms. Szafran brings a unique perspective and set of skills to the firm's

high-profile consumer and employment class action practice.

Credentials: Admitted, State Bar of Florida, 2021; Admitted, United States District Court for the Middle District and Southern District of Florida; Stetson University College of Law, J.D., 2021; University of South Florida, St. Petersburg, B.S., Business Economics (Minor in International Business), magna cum laude.



Mark T. Freeman, associate attorney, graduated from Pacific McGeorge School of Law in 2013 near the top of his class. During law school, Mr. Freeman engaged in the McGeorge Trial Advocacy Program (which he completed with Honors) and served as Chief Comment Editor for the McGeorge Law Review. A published author (“BarCram: How To Survive the Last Two Weeks Before You Take (And Pass) the California Bar”), Martindale-Hubbell “AV Preeminent” rated attorney and Certified Mediator, Mr. Freeman is also member of the Consumer Attorneys of California, the Congress of Neutrals and the Contra

Costa County Bar Association. At CVN, Mr. Freeman utilizes his vast class action litigation experience in the areas of consumer, employment and data breach law.

Credentials: Admitted, State Bar of California, 2013; Admitted, State Bar of Texas, 2025; Admitted, District of Columbia Bar, 2025; Admitted, United States District Courts for the Northern, Central and Eastern Districts of California; Admitted, 9th Circuit Court of Appeals; Pacific McGeorge School of Law, J.D., 2013 (Order of the Coif; McGeorge Law Review); Saint Mary’s College of California, B.A. in Economics; Minor in English & Creative Writing (Honors: Br. U. Jerome Griffin Award at Graduation (highest award in School of Econ. and Business)), 2010.

Interim Counsel not listed.

SCHOLARLY PUBLICATIONS

The following represent examples of how CVN has elected to give back and help shape the law through our own articles, opinion pieces and the like – some examples of this including:

The Quest for Class Certification, Employment Law Strategist (Sept. & Oct. 2003).

To Be or Not to Be a Penalty: Defining the Recovery Under California’s Meal and Rest Period Provisions, Golden Gate U. L. Rev. (Spring 2005).

To Certify or Not to Certify: A Circuit-By-Circuit Primer of the Varying Standards for Class Certification in Actions under the Federal Labors Standards Act, B.U. Pub. Int. L.J. (Spring 2004).

Kullar v. Footlocker Retail, Inc.: A New Standard for Class Action Settlement Approval, CELA Bulletin (April 2009).

Ninth Circuit Provides Much Needed Guidance on Evidentiary Burdens in Overtime Misclassification Litigation, CELA Bulletin (May 2009).

Putting the “Rest” Back in Rest Break, Alameda County Bar Association - Labor & Employment Section News (Autumn 2009).

Barristers to Blogs: Softening Ethical Restrictions in the Digital Age, Los Angeles Daily Journal (June 14, 2010).

LEAD COUNSEL APPOINTMENTS

CVN has held numerous court-appointed sole- and co-leadership positions in state and federal courts across the nation. Recent lead counsel appointments, *limited to the area of data breach litigation*, include:

1. In Re: Rackspace Data Security Litigation, No. SA-22-cv-01296-XR (W.D. Tex.) (court appointed sole lead counsel)
2. Henderson v. Reventics, LLC, Case No. 1:23-cv-00586-MEH (D. Colo.) (court appointed co-lead counsel)
3. Hinds v. Community Medical Centers, Inc., Case No. STK-CV-UNPI-2021-10404 (Super. Ct. Cal. San Joaquin Cnty.) (court appointed co-lead counsel)

4. Tsvetanova v. UCSD Health, Case No. 37-2021-00039888-CU-PO-CTL (Super. Ct. Cal. San Diego Cnty.) (court appointed co-lead counsel)
5. Fedorys v. Ethos Group Inc., Case No. 3:22-cv-2573-M (N.D. Tex.) (court appointed co-lead counsel)
6. Moreland v. 1st Franklin Financial Corporation, Case No. 2:23-cv-00038-SCJ (N.D. Ga.) (court appointed co-lead counsel)
7. Domitrovich v. MC Dean, Inc., Case No. 1:23-cv-00210-CMH-JFA (E.D. Va.) (court appointed co-lead counsel)
8. Deevers v. Wing Financial Services, LLC, Case No. 4:22-cv-00550-CVE-MTS (N.D. Okla.) (court appointed co-lead counsel)
9. Darrin v. Huntington Ingalls Industries, Inc., Case No. 4:23-cv-00053-JKW-DEM (E.D. Va.) (court appointed co-lead counsel)
10. Guerrero v. Merritt Healthcare Holdings, LLC, Case No. 3:23-cv-00389-MPS (D. Conn.) (court appointed co-lead counsel)
11. Prutsman v. Nonstop Administration and Insurance Services, Inc., Case No. 3:23-Cv-01131-VC (N.D. Cal.) (court appointed co-lead counsel)
12. In re DISH Network Data Security Incident Litigation, Case No. 1:23-cv-01168-RMR-SBP (D. Colo.) (court appointed co-lead counsel)
13. Byers v. OrthoAlaska, LLC, Case No. 3:23-cv-00243-SLG (D. Alaska) (court appointed co-lead counsel)
14. Tambroni v. WellNow Urgent Care, P.C., Case No. 1:24-cv-01595 (N.D. Ill.) (court appointed co-lead counsel)
15. Dryden v. Tri Counties Bank, Case No. 23CV03115 (Super. Ct. Cal. Butte Cnty.) (court appointed co-lead counsel)
16. Brett v. Valley Mountain Regional Center, Case No. STK-CV-UPI-2024-0005025 (Super. Ct. Cal. San Joaquin Cnty.) (court appointed co-lead counsel)
17. Cordell v. Patelco Credit Union, Case No. 24CV082095 (Super. Ct. Cal. Alameda Cnty.) (court appointed co-lead counsel)
18. Skillings v. Access Sports Medicine and Orthopedics, Case No. 218-2024-CV-01086 (Super. Ct. New Hampshire Rockingham Cnty.) (court appointed co-lead counsel)
19. Woodard v. Atlanta Women's Health Group, P.C., Case No. 24EV001838H (State Ct. Georgia Fulton Cnty.) (court appointed co-lead counsel)
20. In Re: Cleveland Brothers Data Incident Litigation, Case No. 1:23-cv-00501-JPW (M.D. Penn.) (court appointed co-lead counsel)

21. Hahn v. Phoenician Medical Center, Inc., Case No. CV2023-010982 (Super. Ct. Az. Maricopa Cnty.) (court appointed executive committee chair)
22. Daley v. Risas Holdings, LLC, Case No. CV-24-00789-PHX-SMM (D. Az.) (court appointed lead counsel)
23. Shweiki v. Donor Network West, Case No. C20-00073 (Super. Ct. Cal. Contra Costa Cnty.) (court appointed lead counsel)
24. Lowrey v. Community Psychiatry Mgt., LLC, Case No. 2:23-cv-00185-TLN-DB (E.D. Cal.) (court appointed co-lead counsel)
25. In Re: Blackhawk Network Data Breach Litig., Case No. 3:22-cv-07084-CRB (N.D. Cal.) (court appointed co-lead counsel)
26. In re Dropbox Sign Data Breach Litigation, Case No. 4:24-cv-02637-JSW (N.D. Cal.) (court appointed co-lead counsel)
27. Bujok v. MC2 Data, LLC, Case No. 0:24-cv-61864-LEIBOWITZ (S.D. Fla.) (court appointed co-lead counsel)
28. Francisco v. Diligent Acquisitions LLC, Case No. 4:24-cv-04468 (S.D. Tex.) (court appointed co-lead counsel)
29. Oliver v. Jewish Home Lifecare, Index No. 157811/2024 (N.Y. Sup. Ct., N.Y. County, Index No. 157811/2024) (court appointed co-lead counsel)
30. Hunt v. Charlston Area Medical Center, Inc., Case No. 2:25-cv-00113 (S.D.W.V.) (court appointed co-lead counsel)
31. Creutz v. Carespring Health Care Management LLC, Case No. 1:24-cv-00447 (S.D. Ohio) (court appointed co-lead counsel)
32. Ceballos v. Tri-City Medical Center ASC Operators LLC, Case No. 24CU017568C (Super. Ct. Cal. San Diego Cnty.) (court appointed co-lead counsel)
33. Lunsford v. Maryhaven, Inc., Case No. 25CV003753 (Ct. of Common Pleas, Franklin Cty. Ohio) (court appointed co-lead counsel)
34. Rice v. California Cancer Associates for Research and Excellence, Inc., Case No. 5:25-cv-01636 (C.D. Cal.) (court appointed co-lead counsel)
35. In re Teamsters Local Union Nos. 117 and 174 Data Breach Litigation, Case 25-3-21664-1 KNT (Wash. Sup. Ct., King Cty.) (court appointed co-lead counsel)
36. Bobo, et al. v. Krispy Kreme Doughnut Corp., Case No. 3:25-CV-00434 (W.D. N.C.) (court appointed co-lead counsel)
37. Hammon, et al. v. Omni Healthcare Financial Holdings, Case No. 3:25-CV-00263 (W.D. N.C.) (court appointed co-lead counsel)
38. Smith v. Monterey Mushrooms, Case No. 25-cv-08213-BLF (N.D. Cal 2025) (court appointed co-lead counsel)

39. Poudrier v. Manpower of Lansing, MI, Inc., Case No. 1:25-cv-00956-PLM-PJG (W.D. MI 2025) (court appointed co-lead counsel)
40. Miller v. Mercer Health, et al., Case No. 25-CIV-037 (Common Ct. of Pleas, Mercer Cnty. Ohio) (court appointed co-lead counsel)
41. Parks v. Rural Health Services, Inc., Case No. 2025CP0201622 (So. Carolina, Aiken Cnty, Common Pleas) (court appointed co-lead counsel)
42. Orrantia v. S.V.D.P. Management, Inc., Case No. 25CU048774C (Super. Ct. Cal., San Diego Cnty.) (court appointed co-lead counsel)
43. Walker v. Wayne Memorial Hosp. Auxiliary, Inc., Case No. SUCV2025000245 (Ga., Wayne Cnty) (court appointed co-lead counsel)
44. In re Methodist Home Care Data Incident Litigation, Case No. CV2025-904388.00 (Cir. Ct. Jefferson Cty., Ala.) (court appointed co-lead counsel)
45. Smith v. People Encouraging People, Inc., Case No. C03CV25004865 (Cir. Ct. Baltimore Cty., Md.) (court appointed co-lead counsel)

Note that CVN has held sole lead and/or co-leadership roles in hundreds of additional complex litigation matters. Please contact our firm for additional leadership information.

EXEMPLAR COMPLEX & CLASS ACTION CASES

CVN's attorneys have represented tens of millions of individuals in legal disputes across hundreds of class action/complex litigation cases around the nation. For well over three decades, CVN's legal team has amassed extensive experience litigating data breach, wage and hour, environmental, and other personal injury and commercial cases. Today, the firm almost exclusively prosecutes multi-state data breach and other consumer-oriented class actions.

Drawing from various areas of law, and by no means an exhaustive list, examples of the range of CVN's practice include unique matters such as:

Augustus/Davis v. ABM Security Services, Inc. (American Commercial Security Service, Inc.)

Superior Court of California, County of Los Angeles, Case No. BC336416; 2 Cal.5th 257 (2016)

Our firm filed this action for violations of California law for denial of meal and rest periods toward security guards. The action achieved class certification status in 2009. Following summary judgment proceedings, a judgment of over \$89 million was entered against the defendant(s). The judgment hinged on the issue of whether "on-duty" rest breaks were legally sufficient. After the Court of Appeal ruled against Plaintiffs on the issue, the case went to the California Supreme Court where Plaintiffs prevailed and, in so doing, created a new legal standard clarifying that "on-duty" rest breaks are invalid. After 12 years of litigation, successful summary judgment and substantial appellate work, this matter resolved for \$110 million.

Bower v. Steel River Systems LLC

Illinois Fourteenth Judicial Circuit Court (Whiteside County), Case No. 2023-LA-000006

This action arose out of Steel River Systems' 2022 data breach which affected numerous consumers and/or employees. This action settled for an undisclosed amount.

Brett v. Valley Mountain Regional Center

Superior Court of California, County of San Joaquin, Case No. STK-CV-UPI-2024-0005025

This action arose out of Valley Mountain's 2023 data breach which affected 17,000 patients of Defendant's facilities. Cole & Van Note was appointed co-lead class counsel.

Bulow v. Wells Fargo Investments, LLC

United States District Court (N.D. Cal.), Case No. 3:06-CV-7924

This matter was filed as a nation-wide class action against Wells Fargo Investments, on behalf of its Financial Consultants to recover overtime pay, compensation for denied meal and rest periods (California only) and reimbursement for business-related service and supply expenses (California only). This matter settled for \$6.9 million.

Byers v. OrthoAlaska, LLC

United States District Court (D. Alaska), Case No. 3:23-cv-00243-SLG

This action arose out of OrthoAlaska's massive data breach which affected countless patients, consumers and/or employees. Cole & Van Note was court-appointed as co-lead class counsel.

Cano v. United Parcel Service, Inc.

Superior Court of California, County of Alameda, Case No. RG03089266

This wage and hour complex litigation matter involved the alleged misclassification of overtime non-exempt Operations Management Specialists, Operational Excellence Specialists and Industrial Engineering Specialist at this company's California facilities. This action settled for \$4.5 million.

Chaidez v. Odwalla, Inc.

Superior Court of California, County of San Mateo, Case No. CIV430598

This wage and hour complex litigation matter involved the alleged misclassification of overtime non-exempt California Route Sales Representatives. CVN served as primary counsel for this proposed class of employees. This action settled for \$2.2 million.

CKE Overtime Cases

Superior Court of California, County of Los Angeles, Case No. BC283274 (JCCP No. 4274)

This class action was brought against fast food chain Carl's Jr. for violations of California's overtime laws on behalf of the company's California restaurant chain Managers. The coordinated litigation provided a settlement fund of \$9.0 million.

Cordell v. Patelco Credit Union

Superior Court of California, County of Alameda, Case No. 24CV082095

This action arose out of the well-publicized 2024 data breach and denial of service impacting well over 1,000,000 Patelco customers. As a result of the event, Patelco customers were blocked access to their funds and other services for weeks, resulting in myriad types of damages, including rejection of loan applications, damage to their credit and the inability to pay everyday life expenses. Cole & Van Note was appointed co-lead class counsel. The matter settled for \$7.25 million (settlement pending).

Darrin v. Huntington Ingalls Industries, Inc.

United States District Court (E.D. Va.), Case No. 4:23-cv-00053-JKW-DEM

This action arose out of Huntington Ingalls' massive data breach. Cole & Van Note was appointed by the court to a co-lead counsel position.

Davis v. Universal Protection Security Systems, Inc.

Superior Court of California, County of San Francisco, Case No. CGC-09-495528

Our firm filed a claim in 2009 against Universal Protection Security Systems, Inc. for violations of California law for denial of meal and rest periods toward security guards. This case settled under Cole & Van Note's sole leadership for \$4 million.

Deevers v. Wing Financial Services, LLC

United States District Court (N.D. Okla.), Case No. 4:22-cv-00550-CVE-MTS

This action arose out of Wing Financial's 2022 data breach which affected numerous loan consumers. Cole & Van Note was appointed co-lead class counsel.

Despres (Cornn) v. United Parcel Service, Inc.

United States District Court (N.D. Cal.), Case No. 3:03-CV-02001

This wage and hour class action litigation was brought to remedy violations of meal and rest period regulations on behalf of the company's California ground delivery drivers. CVN served as co-counsel for the certified class of drivers. This action settled for \$87 million, an unprecedented settlement amount at the time for such claims.

Domitrovich v. MC Dean, Inc.

United States District Court (E.D. Va.), Case No. 1:23-cv-00210-CMH-JFA

This action arose out of MC Dean's 2021 data breach which affected 45,000 employees. Cole & Van Note was appointed co-lead class counsel.

Dryden v. Tri Counties Bank

Superior Court of California, County of Butte, Case No. 23CV03115

This action arose out of Tri Counties' 2023 data breach which affected nearly 75,000 consumers. Cole & Van Note was appointed co-lead class counsel.

Escow-Fulton v. Sports and Fitness Clubs of America dba 24 Hour Fitness USA, Inc.

Superior Court of California, County of San Diego County, Case Nos. GIC881669/GIC873193)

Our firm filed this class action on behalf of the company's California "Group X" Instructors to recover regular and overtime pay, related penalties and un-reimbursed expenses. The action achieved class certification status in 2009. In 2011, the parties agreed to a partial settlement (of the expense reimbursement claims) for \$10 million. The parties then filed cross-motions for summary adjudication and, on August 2, 2011, the court issued an Order finding 24 Hour Fitness' session rate compensation scheme to be an invalid piece rate. The parties then agreed to settle the unpaid wage claims for another \$9 million, for a total judgment of \$19 million. This was an industry changing case that helped define "piece rate" standard under California law.

Fedorys v. Ethos Group, Inc.

United States District Court (N.D. Tex.), Case No. 3:22-cv-02573-M

This action arose out of Ethos Group's 2022 data breach which affected at least 267,000 consumers. Cole & Van Note was appointed co-lead class counsel.

Guerrero v. Merritt Healthcare Holdings, LLC

United States District Court (D. Conn.), Case No. 3:23-cv-00389-MPS

This action arose out of Merritt Healthcare's 2022 data breach which affected over 77,000 patients. Cole & Van Note was appointed co-lead class counsel.

Hakeem v. Universal Protection Service, LP

Superior Court of California, County of Sacramento, Case Nos. 34-2020-00286228-CU-OE-GDS;
34-201900270901-CU-OE-GDS

After an exhaustive multi-year process including venue transfer, consolidation, migration of litigants from one case to the other, multiple appeals and, generally, extremely hard-fought litigation, these two security guard class actions achieved a consolidated judgment under Cole & Van Note's sole leadership for \$10 million.

Head v. Regal Medical Group, Inc.

Superior Court of California, County of Los Angeles, Case No. 23STCV02939

This action arose out of this health care group 2023 data breach which affected roughly 3.3 million patients. Cole & Van Note served as the lead firm. The matter settled for \$50 million (settlement pending).

Henderson v. Reventics, LLC

United States District Court (D. Colo.), Case No. 1:23-cv-00586-MEH

This action arose out of Reventics' massive 2022 data breach which affected over four million patients, consumers and employees. Cole & Van Note was appointed co-lead class counsel. The matter settled for \$8.15 million.

Hinds v. Community Medical Centers

Superior Court of California, County of San Joaquin, Case No. STK-CV-UNPI-2021-0010404

This action arose out of Community Medical Centers' massive 2021 data breach which affected countless patients, consumers and/or employees. After reviewing competing requests for leadership over these consolidated actions, Cole & Van Note was appointed by the court to a co-lead counsel position. This action resulted in a multi-million-dollar judgment.

In re Apple Inc. Device Performance Litigation

United States District Court (N.D. Cal.), Case No. 5:18-md-02827-EJD

Following Apple's December 2017 admission that it throttled back performance of its iPhones (versions 6, 6 Plus, 6s, 6s Plus, SE, 7 and 7 Plus) to mask the problem of defective batteries and unexpected iPhone shut-downs, Cole & Van Note filed a class action to recover damages for consumers nationwide. Cole & Van Note served on the Plaintiffs' Steering Committee. This action settled for \$500 million.

In re DISH Network Data Security Incident Litigation

United States District Court (D. Colo.), Case No. 1:23-cv-01168-RMR-SBP

This action arose out of DISH Network's massive data breach which affected over 300,000 workers. Cole & Van Note was appointed by the court to a co-lead counsel position.

In re Dropbox Sign Data Breach Litigation

United States District Court (N.D. Cal.), Case No. 4:24-cv-02637-JSW

This action arose out of Dropbox's massive data breach. Cole & Van Note was appointed by the court to a co-lead counsel position.

In re Rackspace Security Litigation

United States District Court (W.D. Tex.), Case No. SA-22-cv-01296

This action arises out of Rackspace Technology's 2022 massive ransomware event which shut down functionality for tens of thousands of individuals and businesses across the United States and overseas. Cole & Van Note served as court-appointed sole lead counsel for the nationwide class and representative plaintiffs from over 30 states.

In re Tosco SFR Litigation

Superior Court of California, County of Contra Costa, Case No. C97-01637

During incidents in April 1997 and January 1998, the Tosco Refinery in Rodeo, California released tons of airborne toxic chemicals. These harmful substances traveled into neighboring communities, seriously affecting the health of citizens and local workers. CVN served as Lead Counsel in this complex litigation and represented thousands of members of the community in that role. The multi-million-dollar fund created through this litigation under Cole & Van Note's sole leadership was disbursed among thousands of claimants and significantly change practices at this refinery ever since.

In re Unocal Refinery Litigation

Superior Court of California, County of Contra Costa, Case No. C94-04141

In response to Unocal's 16-day airborne release of chemicals over the County of Contra Costa in 1994, CVN filed a class action against the corporation on behalf of thousands of victims and thereafter served as one of a handful of firms (among dozens of law firms of record) on the Plaintiffs' Steering Committee. After hard-fought litigation, the matter eventually settled for \$80 million. This litigation, Mr. Cole's efforts to commence it and his grassroots work and exposure of the toxic event to the media provide the backdrop for Mr. Cole's book, "Fallout," published in 2018 (2605 Media LLC). In the end, the impact of this litigation was sweeping, substantially changing practices at this refinery and industry regulations, helping to establish a toxic release community monitoring system that spawned similar systems across the nation, establishing parks, improved roadways and an unprecedented community-industry Good Neighbor agreement.

In re Walgreen Co. Wage and Hour Litigation

United States District Court (C.D. Cal.), Case No. 2:11-CV-07664

Our firm served as court-appointed Lead Counsel after an adversarial hearing process in this consolidated action of nine lawsuits bringing a variety of wage and hour claims on behalf of California workers. The case settled under Cole & Van Note's sole leadership for \$23 million.

In re Westley Tire Fire Litigation

Superior Court of California, County of Santa Clara, Case No. CV 801282

On September 22, 1999, lightning struck and ignited a pile of approximately 7 million illegally stored waste tires in Westley, California, a town about 70 miles east of San Francisco. Over the subsequent five weeks, the fire spewed smoke and carcinogens over a large portion of the State of California. CVN served as the (sole) Lead and (shared) Liaison Counsel over a Plaintiffs' Steering/Management Committee in the consolidated actions against the owners and operators of this tire pile and related entities. These cases sought compensation for those individuals and businesses suffering personal and/or property damages as a result of these toxic substances and the fire's fall-out. In 2001, CVN reached a settlement with one defendant (CMS Generation Co.) for \$9 million. In 2003, the Court granted final approval of the settlement. In 2005, two of the remaining defendants settled for roughly \$1.4 million (over \$10 million aggregate).

Kullar v. Foot Locker, Inc.

Superior Court of California, County of San Francisco, Case No. CGC-05-447044; 168 Cal.App.4th 116 (2008)

This class action was brought on behalf of California employees allegedly forced to purchase shoes of a distinctive color or design as a term and condition of their employment and in violation of state law. After the Court approved a multi-million settlement, two separate appeals challenged the settlement, but the Court of Appeal affirmed the trial court's judgment. This oft-cited case established in California what's now known as the "*Kullar standard*" for court approval of class action settlements.

Kurihara v. Best Buy Co., Inc.

United States District Court (N.D. Cal.), Case No. C 06-01884 MHP (EMC)

This class action was brought on behalf of Best Buy's California employees against this chain retailer for violations of California law (for denial of meal and rest periods). This case was granted class certification and Cole & Van Note then settled it for \$5 million following an oft-cited ruling which clarified the distinction between class composition and entitlement to a recovery.

Lett v. TTEC

United States District Court (N.D. Cal.), Case No. 3:22-cv-00018

This action arose out of TTEC Service Corporation's massive data breach in 2021 which affected countless patients, consumers and employees. CVN helped negotiate a \$2.5 million settlement for the class of victims.

Mambuki v. Securitas Security Services USA, Inc.

Superior Court of California, County of Santa Clara, Case No. 1-05-CV-047499 (JCCP No. 4460)

Our firm filed a claim against this defendant for violations of California law (for denial of meal and rest periods) on behalf of the company's California-based security guards. This coordinated proceeding settled in 2008 for \$15 million.

Mendoza v. CaptureRx

United States District Court (W.D. Texas), Case No. 5:21-CV-00523-OLG

This class action against NEC Networks, LLC, d/b/a CaptureRx (“CaptureRx”), as well as Rite Aid and Community Health Centers of the Central Coast arising out of the massive data breach in 2021 which affected a minimum of 1.6 million people. The hacked information included sensitive personally identifiable information and personal health information. These consolidated cases settled in 2022 for a total value of over \$4.75 million.

Moreland, et al. v. 1st Franklin Financial Corporation

United States District Court (N.D. Ga.), Case No. 2:23-cv-00038-SCJ

This action arose out of 1st Franklin Financial’s 2022 data breach affecting this company’s loan consumers. Cole & Van Note was appointed co-lead class counsel.

O’Brien v. Edward D. Jones & Co., LP

United States District Court (N.D. Ohio), Case No. 1:08-CV-00529

We filed a nation-wide (and New York State) class action against this financial securities company on behalf of the company’s financial services representatives to recover overtime pay and related penalties. CVN served on a Lead Counsel Committee in this action, which settled in 2007 for \$19 million.

Onyeige v. Union Telecard Alliance, LLC

United States District Court (N.D. Cal.), Case No. 3:05-CV-03971; MDL No. 1550

Our firm filed an action against Union Telecard Alliance, LLC alleging negligent misrepresentation and deceptive advertising practices related to its marketing of pre-paid telephone calling cards. This action settled for \$22 million.

Pruitsman v. Nonstop Administration and Insurance Services, Inc.

United States District Court (N.D. Cal.), Case No. 3:23-cv-01131-VC

This action arose out of Nonstop’s massive 2022 data breach which affecting consumers, employees and health care affiliates. Cole & Van Note was appointed co-lead class counsel.

Ramirez v. The Coca Cola Company

Superior Court of California, County of San Bernardino, Case No. RCV 056388 (JCCP No. 4280)

This was one of two companion actions CVN prosecuted against this soft drink giant for violations of California’s overtime laws. This action was brought on behalf of over 4,000 hourly workers at the company’s bottling, distribution and sales centers who were allegedly forced to work “off-the-clock” for Coca Cola and/or whose time records were ordered modified by the company. This well-publicized action resolved under Cole & Van Note’s leadership for \$12 million.

Riordan v. Western Digital Corp.

United States District Court (N.D. Cal.), Case No. 5:21-CV-06074

This action arose out of the well-publicized widespread criminal data deletion of consumer hard drives in 2021. According to the lawsuit, the company knew of vulnerabilities in, at least,

six of its products for years which, ultimately, led to the erasure of data for countless purchasers of these products. CVN served as sole counsel for the victims.

Roman/Toussaint v. HanesBrands, Inc.

United States District Court (M.D. N.C.), Case No. 1:22-cv-00879-LCB-LPA

This case involved a data breach of HanesBrands' network system in which worker information was accessed and/or reviewed by cybercriminals.

Tambroni v. WellNow Urgent Care, P.C.

United States District Court (N.D. Ill.), Case No. 1:24-cv-01595

This action arose out of WellNow's 2023 data breach affecting over 400,000 patients. Cole & Van Note was appointed co-lead class counsel.

Thomas v. Cal. State Auto. Assoc.

Superior Court of California, County of Alameda, Case No. CH217752

Our firm filed this class action litigation on behalf of all California claims adjusters working for CSAA after mid-January 1997. This lawsuit alleged that, during those years, CSAA mis-classified these workers as exempt "administrators" and refused to pay them for overtime hours worked. This lawsuit settled for \$8 million for nearly 1,200 workers.

Tierno v. Rite Aid Corporation

United States District Court (N.D. Cal.), Case No. 3:05-CV-02520

Our firm filed this action against Rite Aid Corporation on behalf of its salaried California Store Managers. It was alleged that defendant, purportedly the nation's third largest drug store chain, failed to pay overtime to those workers and denied them their meal and rest periods. In 2006, the federal court certified the class in this action, and approved a hard-fought settlement, achieved under Cole & Van Note's sole leadership, of \$6.9 million.

Tsvetanova v. Regents of the University of California, dba U.C. San Diego Health

Superior Court of California, County of San Diego, Case No. 37-2021-00039888-CU-PO-CTL

This action arose out of U.C. San Diego Health's massive data breach between December 2020 and April 2021 which affected countless patients, consumers and employees. After reviewing numerous requests for leadership over these consolidated actions, Cole & Van Note was appointed by the court to a co-lead class counsel position.

Witriol v. LexisNexis

United States District Court (S.D. Cal.), Case No. 3:06-CV-02360

Our firm filed an action against this company for its unlawful disclosure of private credit, financial and/or other personal information. This litigation, resolved by Cole & Van Note, provided a settlement fund of \$2.8 million.

CVN has also served/serves in other types of leadership positions (e.g., Executive Committees, Plaintiffs' Steering Committees, Liaison Counsel) in numerous other data breach cases and in sole

counsel roles in dozens more—actions currently pending in state and federal courts across the majority of U.S. states.

APPELLATE EXPERIENCE

CVN has substantial appellate experience, merely highlighted by some examples below. For other appellate and/or unreported opinions and/or a list of matters currently on appeal, please contact our firm.

Augustus v. ABM Security Services, Inc. (2016) 2 Cal.5th 257 (Case No. S224853)

Baddie v. Berkeley Farms, Inc. (9th Cir. 1995) 64 F.3d 487 (Case No. 93-17187)

Bland v. Urology of Greater Atlanta (2025) 64 F.3d 487 (Cal. Ct. of Appeals Case No. 93-17187)

Bland v. Urology of Greater Atlanta, LLC (Ga. Ct. App., Case No. A25A1133)

Bradford v. Asian Health Services (9th Cir. 2025) Case No. 24-3702

Dunbar v. Albertson's, Inc. (2006) 141 Cal.App.4th 1422 (First Dist., Division 1, Case No. A111153)

Gonzalez v. El Centro del Barrio (5th Cir. 2025) Case No. 25-50092

In re Certified Tire and Service Centers Wage and Hour Cases (2018) 28 Cal.App.5th 1 (Cal. Ct. of Appeals, Fourth Dist., Division 1, Case No. A086407)

Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116 (Case No. A119697)

Montano v. The Wet Seal Retail, Inc. (2015) 232 Cal.App.4th 1214 (Cal. Ct. App. 2015)

O'Hara v. Factory 2-U Stores, Inc., 2003 WL 22451991 (Cal. Ct. of Appeals, First District, Division 4, Case No. A101452)

Taylor v. Park Place Asset Management (1999) (Cal. Ct. of Appeals, First Dist., Division 5, Case No. A086407)

Whiteway v. Fedex Kinko's Office and Print Services (9th Cir. 2009) 319 Fed.Appx. 688 (Case No. 07-16696)



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Cole & Van Note
Rheem
As of January 22, 2026

Description	Value
Filing and Serving (vendor and court fees)	\$ 1,052.00
Mediation	\$ 9,500.00
Expert/Research Services	\$26,875.00
Postage, Copies, Supplies	\$ 1,085.50
Travel for Mediation	\$ 6,579.61
TOTAL	<u><u>\$45,092.11</u></u>

Case Name: West v. Rheem Manufacturing Company
Firm: Cole & Van Note
Billing Period: Case Inception through January 26, 2026

Staff	Role	All Hours	Hourly Rate	Total Lodestar
Paula Atkinson	Associate Attorney	0.10	\$950.00	\$95.00
Pablo Chong Herrera	Legal Assistant	0.30	\$250.00	\$75.00
Olander Coleman	Client Intake Assistant	1.00	\$200.00	\$200.00
Alyssa Ultreras	Legal Assistant	1.50	\$225.00	\$337.50
Henry Dean	Paralegal	0.10	\$185.00	\$18.50
Leanna Rodriguez	Legal Assistant	1.00	\$200.00	\$200.00
Deborah Sanchez	Legal Secretary	0.20	\$325.00	\$65.00
Lou Lesperance	Paralegal	0.30	\$300.00	\$90.00
Suneel Jain	Associate Attorney	1.40	\$500.00	\$700.00
Karmel Landver	Associate Attorney	9.30	\$502.00	\$4,665.00
Cora Wilson	Legal Secretary	4.60	\$250.00	\$1,150.00
Mark T Freeman	Associate Attorney	22.80	\$545.00	\$12,405.00
Willmar Escalante	Legal Secretary	13.20	\$250.00	\$3,300.00
Anya Puchkov	Legal Secretary	104.40	\$277.00	\$28,860.00
Mica Sinko	Law Clerk	20.90	\$318.00	\$6,637.50
Cortney B Szafran	Associate Attorney	98.90	\$500.00	\$49,433.50
Scott E. Cole	Partner/ Shareholder	205.80	\$1,158.00	\$238,275.00
Laura Van Note	Partner/ Shareholder	11.00	\$744.00	\$8,180.00
Alicyn B Whitley	Associate Attorney	166.90	\$375.00	\$62,587.50
Taylor Locke	Legal Secretary	6.50	\$350.00	\$2,275.00
Michael Puchkov	Legal Assistant	27.60	\$186.00	\$5,110.00
Delores Walker	Legal Secretary	5.10	\$350.00	\$1,785.00
Sam Foster	Paralegal	6.90	\$250.00	\$1,725.00
Karri Loud	Legal Secretary	10.00	\$325.00	\$3,250.00
Noemi Gonzalez	Legal Secretary	4.30	\$242.00	\$1,040.00
Total:		724.10		\$432,459.50

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9 **Admitted Pro Hac Vice*
10 Attorneys for Representative Plaintiff
and the Plaintiff Class

11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

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14
15 VANESSA WEST, individually, and
on behalf of all others similarly
16 situated,
17 Plaintiff,
18 v.
19 RHEEM MANUFACTURING
COMPANY, and MELET
20 PLASTICS, INC.,
21 Defendants.

Case No. 2:24-cv-09686-CAS-MAA
CLASS ACTION
DECLARATION OF PLAINTIFF
VANESSA WEST IN SUPPORT OF
MOTION FOR AWARD OF
ATTORNEYS' FEES AND COSTS,
AND SERVICE AWARD
Date: May 11, 2026
Time: 10:00 a.m.
Ctrm.: 8D
Judge: Hon. Christina A. Snyder

22
23
24 I, Vanessa West, declare as follows:
25 1. I am the named plaintiff and have been appointed as a Class
26 Representative in the above-captioned litigation. I submit this declaration in support
27 of Plaintiffs' Motion for Approval of Attorneys' Fees and Costs and Service Award.
28

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1 The following facts are based upon my personal knowledge and, if called upon to do
2 so, I could and would competently testify thereto.

3 2. My husband and I purchased a home in Woodland Hills, California, in
4 late 2020, which included the replacement of the home’s water heater with the Class
5 Product manufactured on May 26, 2020. Three years later, on October 26, 2023, the
6 Class Product failed and caused flooding damage. The flooding damaged flooring,
7 drywall, carpentry/trim work, paint, air conditioning ducting, and wall surfaces.

8 3. On or about October 30, 2023, I filed a claim with my homeowners
9 insurance carrier (Berkshire Hathaway), ultimately receiving payment for certain
10 repairs, but remain out of pocket for part of my insurance deductible payment. In
11 additional to the non-reimbursement of part of my insurance deductible, I incurred
12 lost time addressing, the underlying event, the claims process, etc., as well as
13 incurring severe emotional distress and anguish.

14 4. I spent significant time communicating with my attorneys about the
15 facts of this case and the law, including the duties and responsibilities involved with
16 serving as a class representative. In the end, I decided to vindicate not only my own
17 rights, but also those of others affected by the product defect, by serving as a class
18 representative in this class action lawsuit.

19 5. Throughout 2024, before the Complaint was filled, I had various
20 conversations with my retained attorneys and provided factual information needed
21 to file my case, including gathering evidence and collecting documents from my
22 records.

23 6. Since agreeing to serve as a class representative, I have diligently and
24 faithfully fulfilled my obligations, placed Class Members’ interests before my own,
25 and made efforts to achieve the incredible relief obtained for the Class.

26 7. I have participated in this litigation from the filing of the original
27 Complaint through settlement discussions and preliminary approval. I have been in
28

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1 regular contact with my attorneys during the course of this matter to stay abreast of
2 the status of the litigation and my obligations as a named plaintiff.

3 8. I reviewed, provided comments and approved for filing the Complaint
4 and Amended Complaint.

5 9. I assisted in providing factual information needed for informal
6 discovery. This included gathering evidence and collecting documents from my
7 records, my computer and other sources.

8 10. I also kept in communication with my attorneys throughout the
9 mediation and negotiation process, had communications with my counsel with
10 respect to the terms of settlement, provided my approval to the terms of the
11 settlement, and reviewed and approved the Settlement Agreement and the Motion
12 for Preliminary Approval of the Settlement.

13 11. I estimate that I have spent at least 10-15 hours of my time on this
14 litigation to date. Among other things, I have spent time researching the facts of this
15 case and my rights as a class member; speaking with Class Counsel; searching for
16 documents relevant to the matter; reviewing pleadings and other filings in the action;
17 reviewing and approving the Settlement Agreement; and reviewing and having
18 further communications with my attorneys regarding the Motion for Preliminary
19 Approval. In addition, I anticipate continuing to stay involved in this litigation
20 throughout the final approval process and any potential appeals. Like all
21 Participating Settlement Class Members, I am submitting a claim for the exceptional
22 benefits offered through this Settlement.

23 12. I am familiar with the efforts involved in prosecuting this action and
24 worked closely with my attorneys in prosecuting the action and evaluating the
25 settlement. Throughout this litigation, I made myself available to discuss
26 developments in the case as part of my duty as a class representative, and to provide
27 any and all information necessary for the prosecution of this case. In all, I have
28 devoted significant time and attention to this matter.

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1 13. I have fairly represented the absent Class members and herein request
2 that the Court approve this Settlement. I have maintained the best interests of the
3 class while performing my class representative duties.

4 14. In addition to the time I spent participating in the prosecution of this
5 case, I took a risk by coming forward and filing this class action. As a result of my
6 stepping forward and lending my name and efforts to this litigation, other class
7 members affected by the Defendants' product will receive the benefits of the
8 settlement to compensate them for the injuries directly and proximately caused by
9 Defendants' defective product.

10 15. Based on the foregoing, I respectfully request that this Court award me
11 a service award of \$5,000.

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

14 Executed on 1/28/2026 in Woodland Hills, California.

15
16 

ID A9ygvY6QxNWwuUD2ADBWwNx7

17 Vanessa West
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eSignature Details

Signer ID:	A9ygvY6QxNWwuUD2ADBWwNx7
Signed by:	Vanessa West
Sent to email:	vanessadaviswest@gmail.com
IP Address:	104.28.116.92
Signed at:	Jan 28 2026, 11:15 am PST

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and the Plaintiff Class

11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

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15 VANESSA WEST, individually, and
on behalf of all others similarly
16 situated,

17 Plaintiff,
18 v.

19 RHEEM MANUFACTURING
COMPANY, and MELET
20 PLASTICS, INC.,

21 Defendants.

Case No. 2:24-cv-09686-CAS-MAA
CLASS ACTION

**DECLARATION OF RONALD
WRIGHT ARMSTRONG II
IN SUPPORT OF PLAINTIFF'S
MOTION FOR ATTORNEYS' FEES
AND COSTS, AND SERVICE
AWARD**

Date: May 11, 2026
Time: 10:00 a.m.
Ctrm.: 8D
Judge: Hon. Christina A. Snyder

25 I, Ronald W. Armstrong, II, hereby declare as follows:

26 1. I am an attorney-at-law, duly licensed to practice in Texas and am
27 admitted *pro hac vice* before this Court. I am a partner at the law firm of The
28 Armstrong Firm, PLLC (“TAF”).

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1 Once received, the valves were visually inspected and sorted by their manufacturing
2 date codes (11/20 - 04/23) to evaluate any apparent and distinguishable changes to
3 valve body, sealing surfaces and/or polymer seals.

4 5. Given their nearly identical physical appearance, a new/unused 2020
5 and 2023 valve were selected and shipped out for forensic evaluation of the
6 polymeric materials. Additionally, more than forty used Rheem valves were sourced
7 from a plumber who regularly replaces the subject valves for leaks. The lot of forty
8 used/leaking valves were also shipped out for forensic evaluation and comparison to
9 the new/unused 2020 and 2023 valves test evaluation.

10 6. Initial testing included a request for mass spectrometry to discern
11 whether the polymeric seals in the new/unused 2020 and 2023 valves were identical.
12 While both valves contained the same base ethylene propylene diene monomer
13 (EPDM) rubber, the 2023 polymeric seals contained significantly higher quantities
14 of antioxidants, slowing the degradation in environments containing chlorine
15 disinfectants such as hypochlorous acid and chloramines, commonly used in
16 municipal water supplies. Accordingly, both valves were exposed to a high
17 temperature and chlorinated environment. Evaluation of the initial testing results
18 included Stereographic Microscopy, High-Definition Digital Microscopy (HDDM),
19 Fourier Transform Infrared Spectroscopy (FTIR), Differential Scanning Calorimetry
20 (DSC), Oxidation Induction Time (OIT), Scanning Electron Microscopy (SEM) and
21 Energy Dispersive X-Ray Spectroscopy (EDS).

22 7. The investigational testing confirmed that inadequate levels of
23 antioxidant protection and deficient material quality rendered these internal
24 components susceptible to degradation which leads to catastrophic leakage through
25 the drain valve. The initial testing results were additionally compared to the lot of
26 forty used/leaking valves for the purposes of evaluating the same and/or similar
27 failure mechanism; namely, mudcracking, embrittlement and loss of material
28 (molecular degradation) of the internal elastomeric seal, valve stem and valve body

1 that would contact hot potable water during normal service and operation of the
2 water heater.

3 **THE COMMENCEMENT OF THE LITIGATION**

4 8. Predicated on the forensic testing and evaluation of the subject
5 exemplar valves and similar Rheem drain valves, Cole & Van Note (“CVN”) and
6 The Armstrong Firm, PLLC (“TAF”) were retained by Plaintiff West to act
7 collectively as Class Counsel.

8 9. On November 8, 2024, Plaintiff Vanessa West filed a class action
9 complaint in this United States District Court, alleging that the Class Products were
10 defectively designed or manufactured.

11 10. On January 6, 2025, Defendant Rheem filed a Motion to Dismiss the
12 Complaint, and the Court issued a ruling granting the motion as to seven of ten of
13 Plaintiff’s claims: breach of express warranty (Claim 1), breach of implied warranty
14 of merchantability (Claim 2), violations of the Song-Beverly Warranty Act (Claim
15 8), violations of the Magnuson-Moss Warranty Act (Claim 3), common law fraud
16 (Claim 7), violation of the Unfair Competition Law (claim 9), and unjust enrichment
17 (Claim 10).

18 11. On February 25, 2025, the operative First Amended Complaint was
19 filed alleging three claims: strict liability/manufacturing and design defect and
20 failure to warn (Claim 1), negligence (Claim 2), and negligent failure to warn (Claim
21 3).

22 12. On March 28, 2025, Rheem filed its Answer and Defendant Melet
23 Plastics filed its own Motion to Dismiss.

24 13. The Court subsequently granted the parties’ joint request to continue
25 the hearing on Melet’s Motion and the Scheduling Conference to allow the parties
26 to finalize settlement discussions.

27 14. As detailed in the Plaintiff’s motion for settlement approval, passing
28 the Motion to Dismiss stage was a watershed event but hardly the end of the hurdles

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1 Plaintiff would face in this matter. (See Dkt. 58.) Plaintiff would, for example, face
2 challenges at class certification. (See e.g., *Zinser v. Accufix Rsch. Inst., Inc.* (9th Cir.
3 2001) 253 F.3d 1180, 1189; *In re U.S. Foodservice 127* (2d Cir. 2013) 729 F.3d 108,
4 126; *Cole v. GMC* (5th Cir. 2007) 484 F.3d 717, 724 (“[I]n a class action governed
5 by the laws of multiple states,” “variations in state law may swamp any common
6 issues and defeat predominance.”).) Even if Plaintiff won class certification, class
7 notice is expensive and a risky investment if Plaintiff thereafter lost the case.

8 15. Plaintiff would also face evidentiary challenges, summary
9 judgment/adjudication, motions in limine to limit trial issues and/or damages and, of
10 course, trial and a potential appeal. I factored in all these risks against the settlement
11 Defendants were willing to offer and made the decision that is best for Class
12 interests.

13 **DISCOVERY**

14 16. Discovery efforts in the litigation were significant.

15 17. During the course of the litigation, TAF dedicated significant time and
16 monetary resources to this litigation. My firm conducted extensive research to
17 investigate and understand the nature of Defendants’ business, Defendants’
18 corporate structure, necessary product testing, engineering analysis of the products
19 and evaluation of warranty and claim data. This team’s pre-settlement work also
20 included, but was not limited to, working with our experts, and, of course, motion
21 briefing, research and cases management efforts.

22 18. Research included determining the relationship between the
23 Defendants, mapping out the history of that relationship and analyzing Defendants
24 position in the water heater market. Additionally, Melet’s status as a Canadian
25 corporation when it relocated from South Dakota to Winnipeg posed multiple issues,
26 including service of the pleadings and extensive minimum contacts analysis
27 regarding Melet’s distribution and supply chain in California. The minimum
28 contacts analysis was critical as one of Melet’s chief arguments in its Motion to

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1 Dismiss was that it “lack[ed] sufficient contacts with California necessary to subject
2 it to personal jurisdiction here.” (Dkt. No. 44-1, at 6.)

3 19. The parties also engaged in a slew of informal discovery. Defendant
4 produced evidence that allowed us to understand the means and scope of the alleged
5 defects, Defendants’ sales of the products, warranty issues and options, the size and
6 scope of the Class, etc., and the parties also informally exchanged non-public
7 information in preparation for a successful mediation.

8 20. As a result of this extensive discovery and expert advice,
9 Representative Plaintiffs had sufficient information to evaluate the claims and
10 negotiate a fair settlement.

11 **SETTLEMENT NEGOTIATIONS**

12 21. The Parties engaged in extensive, arm’s-length negotiations over the
13 course of many months, including a full-day mediation with neutral, Honorable
14 Philip S. Gutierrez (Ret.) of JAMS, a well-respected mediator. Judge Gutierrez has
15 extensive experience mediating class action litigation.

16 22. Ahead of the mediation session, the parties prepared comprehensive
17 mediation briefs and Class Counsel researched the connection between Defendants,
18 their corporate governance and their solvency, researched and examined comparable
19 settlements and previous litigation against Defendants across the United States,
20 prepared class certification arguments, etc.—all with an aim toward preparing the
21 matter for class certification as quickly as possible and/or reaching a mediated
22 resolution of the matter

23 23. The parties commenced mediation on May 6, 2025, with both sides
24 represented by experienced counsel who fought hard for their clients. Following the
25 mediation, the parties engaged in numerous phone calls and emails with the mediator
26 to solidify the class benefits, and while no clear sailing provision was sought or
27 received, ultimately the parties agreed to \$950,000 for attorneys’ fees and costs. The
28 terms of a settlement agreement were memorialized or about September 5, 2025.

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1 29. In exchange for the Settlement’s benefits, all Settlement Class
2 Members will release any claims against Defendants based on one or more of the
3 same factual predicates alleged in the Action. (S.A. ¶ 9.)

4 30. The Settlement provides for (1) either a two-year extended warranty
5 program for parts or a one-year extended warranty program for parts and labor, (2) a
6 brass valve replacement option and/or (3) Documented Loss Reimbursement
7 (subject to a \$500,000 aggregate cap). (S.A. ¶ 3.1.)

8 31. All Class Members, regardless of whether they submit a claim form,
9 will automatically receive a two-year extension on any warranty coverage for the
10 Class Products for parts (materials and workmanship), consistent with existing
11 warranty terms. Similarly, if the applicable warranty has expired for any Class
12 Member as of the Effective Date of this Settlement, that Class Member shall receive
13 a new two-year warranty on the Class Product, said warranty(ies) to commence as
14 of the Effective Date of this Settlement. (S.A. ¶ 3.2(a).)

15 32. Based on Plaintiffs’ expert’s calculations, if all the purchasers of the
16 Class Products (8,792,586 individuals) opted for a two-year automatic warranty
17 extension and filed a claim, the value of Melet plastic drain valve replacements, at
18 \$9.48 each, would amount to \$83.4 million. (*See* the Declaration of Frank
19 Bernatowicz in support of Plaintiff’s Motion for Preliminary Approval, at ¶ 13.)

20 33. As a first alternative to the automatic two-year warranty extension,
21 Class Members may elect, during the settlement claims period, to receive a one-year
22 extension on any warranty coverage for both parts and labor (e.g., installation of the
23 item by a plumber). (S.A. ¶ 3.2(b).)

24 34. Based on Plaintiffs’ expert’s calculations, and that the one-year
25 extended warranty program is limited to the first 100,000 Class Members who
26 request it, Rheem will potentially pay out \$7,074,653 in extended warranty repair
27 costs relating to amounts associated with estimates for two-year parts only (value of
28 \$7,027,018) and one year-parts and labor alternatives (value of \$47,635). (*See* the

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1 Declaration of Frank Bernatowicz in support of Plaintiff’s Motion for Preliminary
2 Approval, at ¶¶ 17, 28.)

3 35. As a second alternative, Class Members may elect, during the
4 settlement claims period, to replace their Class Products with an arguably superior
5 brass valve, provided by Rheem at its expense. This option shall be available to the
6 first 20,000 Class Members who request it. (S.A. ¶ 3.2(a).)

7 36. The brass valve replacement option is available to the first 20,000 Class
8 Members who request it and has a \$449,400 benefit to the class. (*See* the Declaration
9 of Frank Bernatowicz in support of Plaintiff’s Motion for Preliminary Approval, at
10 ¶¶ 17, 28.)

11 37. All Class Members may submit claims for reimbursement of up to
12 \$1,500 of documented losses that are reasonably traceable to a failure of the Class
13 Products, provided that such losses have not already been reimbursed by Defendants.
14 (S.A. ¶¶ 1.14, 3.1(b)) To qualify, Class Members must submit documentation such
15 as dated receipts, invoices, technician reports, or service records and evidence
16 connecting the expenses to the Class Products. (S.A. ¶ 3.1(a).) This option has a total
17 aggregate cap of \$500,000 across all Documented Loss claims. (S.A. ¶ 3.1(b).)

18 38. With an estimated claims rate of even 1.9%, it is anticipated that Class
19 Members will meet the cap of \$500,000. (*See* the Declaration of Frank Bernatowicz
20 in support of Plaintiff’s Motion for Preliminary Approval, at ¶¶ 32-34.)

21 39. Defendants will also pay all costs of claims, administration, Plaintiff’s
22 Counsel’s fees and litigation costs, and a service payment for the Class
23 representative for the risk and effort required to bring and maintain this action. (S.A.
24 ¶¶ 5, 8.)

25 40. As of January 30, 2026, 4,270 claims have been submitted to the Claims
26 Administrator. We will update the Court prior to the final approval hearing on the
27 status of the claims rate.
28

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1 41. Through the Motion for Award of Attorneys' Fees and Costs, and
2 Service Award, and pursuant to the terms of the preliminarily approved Settlement
3 Agreement, we respectfully request the Court grant (a) \$ 950,000 in attorneys' fees
4 and costs as well as Service Award of \$5,000 to the Representative Plaintiff.

5 42. Over the nearly two years of research and heavily contested litigation,
6 TAF has devoted more than 169 total hours and incurred a collective lodestar of
7 \$139,425.00 to secure the relief for the Class. Moreover, TAF incurred an additional
8 \$23,872.73 in out-of-pocket costs and expenses that were reasonably and necessarily
9 incurred by Class Counsel in connection with the action.

10 43. TAF vigorously and zealously represented the interests of the proposed
11 Settlement Class from the inception of this hard-fought litigation until the present.
12 Over the course of litigation and an entire year prior to filing, class counsel did
13 substantial work and devoted substantial resources to this case. This included
14 significant independent research, retention of appropriate experts, necessary product
15 testing, engineering analysis of the products and evaluation of warranty and claim
16 data, despite the significant risks associated with all such litigation. Class Counsel's
17 work also included researching and drafting the opposition to Defendants' Motions
18 to Dismiss the Complaint and arguing on that motion to dismiss before the Court;
19 conducting discovery; and negotiating an extremely favorable Settlement for the
20 Class. The Settlement secures a significant recovery for the putative Class Members.

21 44. That Representative Plaintiff achieved such an excellent result against
22 such a formidable opponent is yet another factor supporting Class Counsel's request
23 for fees without the benefit of any multiplier.

24 **PRELIMINARY APPROVAL**

25 45. On November 17, 2025, Class Counsel moved the Court to
26 preliminarily approve the Settlement. (Dkt. 58.)

27 46. On November 24, 2025, Class Counsel appeared before the Court for
28 the hearing on the Motion for Preliminary Approval. (Dkt. 58.)

1 47. On November 25, 2025, this Court granted the Motion for Preliminary
2 Approval. (Dkt. 64.)

3 **THE SETTLEMENT ADMINISTRATOR**

4 48. The Court preliminarily appointed CPT to serve as the Settlement
5 Administrator. (Dkt. 64.) CPT is highly experienced in similar matters, well
6 regarded, and is qualified to serve as Claims Administrator.

7 **REPRESENTATIVE PLAINTIFF**

8 49. The Court preliminarily approved Vanessa West as the Representative
9 Plaintiff. (Dkt. 64.)

10 50. Throughout the action, and since preliminary approval, the
11 Representative Plaintiff diligently represented and pursued the interests of the Class.
12 The Representative Plaintiff provided extensive information regarding the harms
13 they suffered as a result of product defect, including providing all necessary
14 paperwork and documents. The Representative Plaintiff also remained in contact
15 with Class Counsel throughout the litigation, promptly responding to our inquiries
16 for further information and communicating with Class Counsel to keep up to date on
17 the status of the Litigation. The Representative Plaintiff also communicated with
18 Class Counsel regarding the terms of the Settlement and reviewed the Settlement
19 Agreement. Representative Plaintiff put her name and reputation on the line for the
20 sake of the Class, and no recovery would have been possible without their critical
21 role.

22 **THE SETTLEMENT IS IN THE BEST INTEREST OF THE CLASS**

23 51. Class Counsel believe the Settlement Agreement is fair, reasonable and
24 adequate; the product of substantial investigation, litigation and arm’s-length
25 negotiation; and, most importantly, is in the best interests of Representative Plaintiff
26 and putative Class Members. Despite my strong belief in the merits of this litigation
27 and likelihood of success at trial, we nonetheless believe that the benefits to
28 Representative Plaintiff and the putative Class pursuant to the agreed upon terms

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1 substantially outweigh the risks of continuing to litigate the claims—namely, the
2 delay that would result before Representative Plaintiff and putative Class Members
3 receive any benefits should the action proceed to trial; the possibility of a negative
4 outcome at trial; and the possibility of a negative outcome post-trial should
5 Defendants appeal a judgment in favor of the putative Class. This Settlement
6 provides significant benefits now and is in the best interest of all putative Class
7 Members.

8 52. This Settlement also achieves substantial value when compared to other
9 product liability settlements. In *Bentley, et al. v. LG Electronics U.S.A., Inc.* (D.N.J.,
10 No. 2:19-cv-13554-MCA-MAH), owners of certain models of LG refrigerators
11 manufactured between January 1, 2014 and December 31, 2017, may be eligible for
12 a cash payment if their LG refrigerator stopped cooling within five years of purchase,
13 including up to \$450 upon submission of a claim form under oath, or more by
14 supporting their claim with accompanying documentation such as receipts, invoices,
15 photographs or other reasonable evidence of losses, if they: (a) paid for parts to have
16 their LG Refrigerator repaired; (b) paid for labor to have their LG Refrigerator
17 repaired; (c) had unsuccessful repairs; (d) had delayed repairs; (e) replaced their LG
18 Refrigerator because it stopped working; and/or (f) had property loss such as spoiled
19 food, beverages, medicine or other perishables, or from property damage such as
20 leaking. Additionally, Class members would also receive an extended warranty
21 covering the full cost of repairs for cooling failures for five years from the date of
22 purchase.

23 53. In *Linneman v. Vita-Mix Corp.* (S.D.Ohio, No. 15-cv-748-SJD),
24 consumers who purchased a household Vita-Mix blender with a blade assembly
25 dated between January 1, 2007 and October 1, 2016 will be able to obtain a
26 replacement blade and seal or a \$70 gift card. Those consumers who purchased a
27 Vita-Mix for commercial/business use (such as a chef, restaurant, institution, etc.)
28 between September 15, 2015 and August 9, 2016, as well as commercial consumers

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1 who purchased from the Vita-Mix XL line on or before April 7, 2017, can claim a
2 replacement blade and seal.

3 54. On May 7, 2021, the Tenth Circuit Court of Appeals approved the
4 settlement of the multi-district litigation (MDL) case *In re: Samsung Top-Load*
5 *Washing Machine Marketing, Sales Practices and Product Liability Litigation*
6 (W.D.Ok, No. 17-ML-2792-D), wherein thirty-four models of Samsung top-load
7 washing machines, individually priced between \$450 and \$1500, experienced
8 weakness issues with the top-load door mechanism. As a result of the weakness, the
9 top-load door on some machines would detach during certain spin cycles, allowing
10 water to spew out of the machine. The *Samsung* settlement agreement provided class
11 members owning machines with top-load door issues four options for relief:
12 (1) enhanced minimum recall rebates, which would allow class members to receive
13 a rebate worth up to 15.5% of the estimated purchase price of the washing machine;¹
14 (2) enhanced recall repair, wherein Samsung would send a technician to a class
15 member's home to strengthen the top-load door mechanism and also provide the
16 member a rebate toward the purchase of a future Samsung appliance; (3) top
17 separation relief, which would allow a member experiencing a top-load door
18 separation within seven years of purchasing a washing machine to receive a full
19 refund on the purchase price of the machine as well as up to \$400 in expenses
20 resulting from the top-load door separation; or (4) recall repair with warranty
21 extension, under which a class member could request a repair to their top-load door
22 mechanism and receive a one-year extension of the warranty on the washing
23 machine.² The settlement also provided relief to class members experiencing drain-

24 _____
25 ¹ Given the retail price of the washing machines, the maximum rebate of 15.5% of
26 the purchase price permitted each consumer to recover between \$69.75 and \$232.50,
27 depending on the specific model purchased.

28 ² This option for relief also obligated Samsung to complete the repair within fourteen
days of the class member's request or else give the member a \$50 cash equivalent
card or replace the member's washing machine.

1 pump failures, allowing (1) \$150 to cover the cost of already-completed repairs or
2 installation of a new drain pump, if failure occurred within three years of the notice
3 date of the settlement; and (2) up to \$400 for expenses stemming from the failure of
4 a drain pump.

5 55. The Claims Deadline is March 20, 2026. Prior to the Final Approval
6 Hearing, Class Counsel and the Settlement Administrator will provide updated
7 figures to inform the Court of the current claims rate.

8 **THE REQUESTED ATTORNEYS' FEES AND COSTS ARE THE RESULT**
9 **OF ARMS-LENGTH NEGOTIATIONS**

10 56. The parties to this litigation engaged in substantial discovery before any
11 mediation or settlement was discussed.

12 57. The negotiations in this case were hard-fought, at all times at arms'-
13 length, and not the product of collusion.

14 **THE ATTORNEYS' FEES ARE REASONABLE**

15 58. To date, thus not including the additional work that will be required,
16 the number of hours spent by TAF is 169 and total lodestar for TAF is \$139,425.00.

17 59. The attorneys' fees and costs that Class Counsel are submitting for the
18 Court's consideration include time devoted to:

- 19 a. Engaging in extensive efforts to develop strategic plans to litigate this
- 20 matter;
- 21 b. Vetting potential representative plaintiffs;
- 22 c. Extensively researching and filing the complaint;
- 23 d. Opposing Defendants' motions to dismiss;
- 24 e. Conducting informal discovery;
- 25 f. Reviewing Defendants' production of documents;
- 26 g. Coordinating with Representative Plaintiff, providing discovery
- 27 responses, and collecting documents;
- 28

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- 1 h. Undertaking substantial investigation of the product defect and the
- 2 corporate structure of Defendants;
- 3 i. Retaining multiple experts;
- 4 j. Preparing an extensive mediation brief and attending a private
- 5 mediation;
- 6 k. Negotiating the details of the Settlement Agreement over multiple
- 7 months and securing preliminary approval of the Settlement;
- 8 l. Corresponding and meeting and conferring with several attorneys
- 9 general; and
- 10 m. Responding to inquiries from Class Members after Class Notice was
- 11 disseminated.

12 60. In addition to these tasks and the attendant resources already committed
13 to them, Class Counsel will need to devote additional time and resources to this case,
14 including:

- 15 a. Preparing for and attending the Final Approval hearing, including the
- 16 research and drafting of the reply papers and responses to objections;
- 17 b. Continuing to respond to myriad inquiries from Class Members;
- 18 c. Overseeing the Settlement through final approval of distribution of the
- 19 common fund;
- 20 d. Overseeing the claims administration process, including addressing any
- 21 claim review issues and ensuring the offered benefits reach Class
- 22 Members; and
- 23 e. Litigating any appeals.

24 61. The time we spent on litigation efforts in this case prevented us from
25 pursuing other work at the same (or, at least similar, depending on the circumstances
26 of the case) hourly rates reflected in the lodestar submitted herewith. My firm
27 receives dozens of new intakes every day and, as a result, there is always a significant
28

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1 opportunity cost. My firm invested a substantial number of hours litigating this
2 matter instead of pursuing/investigating other potential cases.

3 62. Throughout the litigation, my firm conscientiously coordinated and
4 collaborated with CVN to ensure the efficient and non-duplicative effort in this
5 litigation. I am well aware that Courts sometimes scrutinize settlement fee requests
6 when it appears the requesting counsel have worked inefficiently or have
7 unnecessarily duplicated each other’s efforts. Our firms worked hard in this action
8 to prevent that from happening. In performing the tasks outlined above, my firm took
9 measures to ensure that all work performed was necessary in light of the needs of
10 the case, was carried out efficiently, and in a non-duplicative manner.

11 63. In light of their significant experience, expertise, and skill in this area
12 of litigation, Class Counsel’s hourly rates are reasonable particularly here in the
13 Ninth Circuit where Courts have approved rates similar to Class Counsel here. (*See*
14 *e.g.*, *C.B. v. Moreno Valley Unified Sch. Dist.* (C.D.Cal. Oct. 3, 2025) No. EDCV
15 21-0194 JGB (SPx), 2025 U.S. Dist. LEXIS 213251, at *17-25 (approving rates of
16 \$1,550 per hour for a founding parter, \$925 per hour for a senior partner, \$325 per
17 hour for paralegals, and \$495 per hour for other Plaintiff’s counsel); *Hollifield v.*
18 *Directv* (C.D.Cal. Mar. 14, 2017) No. CV 14-7622-MWF (MRWx), 2017 U.S. Dist.
19 LEXIS 235061, at *12 (“approving rates of between \$845 and \$1,200 per hour for
20 three senior attorneys”) (citing *In re Animation Workers Antitrust Litig.* (N.D.Cal.
21 Nov. 11, 2016) 2016 U.S. Dist. LEXIS 156720, at *21); *Silicon Genesis Corp. v. Ev*
22 *Grp. E.Thallner GmbH* (N.D.Cal. Apr. 15, 2024) No. 22-cv-04986-JSC, 2024 U.S.
23 Dist. LEXIS 68331, at *4 (approving of rate of \$1,000 per hour for partner);
24 *Adtrader, Inc. v. Google LLC* (N.D.Cal. Mar. 16, 2020) No. 17-cv-07082-BLF, 2020
25 U.S. Dist. LEXIS 71654, at *25 (approving of a rate of \$1,000 per hour for partner);
26 *Banas v. Volcano Corp.* (N.D.Cal. 2014) 47 F. Supp. 3d 957, 965 (approving rates
27 ranging from \$355 to \$1,095 per hour for partners and associates).)
28

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1 64. The quality of the work performed by Class Counsel in obtaining the
2 Settlement should also be evaluated in light of the quality of opposing counsel.
3 Defendants in this case were represented by experienced counsel from the
4 internationally prominent litigation firm Gibson Dunn. This firm vigorously and
5 ably defended the action—including obtaining dismissal in part of Representative
6 Plaintiff’s case. In facing this formidable defensive effort—including partial
7 dismissal of the case—Class Counsel were nevertheless able to develop a case that
8 was sufficiently strong to persuade settlement on terms that are favorable to the
9 Settlement Class Members.

10 65. The amount of attorneys’ fees and costs requested here compares
11 favorably with that awarded in other consumer class action cases. In *Peterson*, where
12 the court awarded \$725,000 in attorneys’ fees and reimbursement of costs when the
13 settlement provided for “a Settlement Fund up to \$2,000,000.00 for reimbursement
14 of out-of-pocket costs for replacement or repair” of a microwave/oven and an
15 extended service plan. (*Peterson v. BSH Home Appliances Corp.* (W.D.Wash. June
16 13, 2024) No. 2:23-cv-00543-RAJ, 2024 U.S. Dist. LEXIS 105624, at *6-7.)

17 66. In *In re Experian Data Breach Litigation*, the court awarded \$10.5
18 million in attorneys’ fees, finding the amount only made up 10.5% of the total value
19 of the settlement and a 1.65 multiplier of the lodestar. ((C.D.Cal. May 10, 2019, No.
20 SACV 15-01592 AG (DMFx)) 2019 U.S. Dist. LEXIS 81243.)

21 67. In *Walsh*, the court relied primarily on the lodestar method and
22 approved \$2,489,337.54 in attorneys’ fees and \$110,662.46 in costs when the
23 possible cash value of the settlement was \$8.25 million. (*Walsh v. Kindred*
24 *Healthcare* (N.D.Cal. Dec. 16, 2013) No. C 11-00050 JSW, 2013 U.S. Dist. LEXIS
25 176319, at *11.)

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1 of work on cases not dissimilar to this one, merely to see those cases dismissed
2 summarily. Adjustment to the fees in cases where we *prevail* is, thus, warranted to
3 adjust for such risk.

4 71. As a result of all these factors, our firms’ requested fees are reasonable
5 when considering the complexity and risks associated with litigating this case, the
6 contingent nature of the representation, and the Settlement Fund valued at
7 \$8,024,053, achieved under the circumstances.

8 72. The net requested attorneys’ fees and costs award of \$950,000 (when
9 reasonably reimbursable costs total \$68,964.84) amounts to approximately 11.83%
10 of the current estimated total Settlement Value of \$8,024,053.

11 **THE REQUESTED COSTS AND EXPENSES ARE REASONABLE**

12 73. The total costs and expenses incurred by TAF are \$23,872.73.

13 74. Class Counsel does not seek a separate award of reimbursement for out-
14 of-pocket costs and expenses that were reasonably and necessarily incurred by Class
15 Counsel in connection with the action.

16 75. The expenses incurred in this action, including the costs, are reflected
17 in the books and records of my firm and the other firms. These books and records
18 are prepared from expense vouchers, check records, and other source materials and
19 are an accurate record of the expenses incurred.

20 76. The costs and expenses for which we request reimbursement include
21 reimbursable expenses for filing fees, expert fees, legal research, mediation fees,
22 photo-copies, postage, and other fees incurred in the ordinary operation of practicing
23 law prosecuting this action, which may increase between now and the Effective Date
24 of the Settlement.

25 _____
26 make it to that point, Defendants would certainly have filed motions for summary
27 adjudication/judgment, *Daubert*-type challenges and/or *in limine* motions and,
28 otherwise, facing a potential jaw-dropping judgment for millions of people, would
have put up a vigorous defense up to and through trial and/or on appeal.

1 77. Class Counsel advanced these costs and expenses for the benefit of the
2 classes they sought to represent without any guarantee that these costs and expenses
3 would be recovered.

4 **EXPERIENCE AND QUALIFICATIONS**

5 78. I earned a B.S. in Mechanical Engineering from the University of Texas
6 at Austin (“UT”) in August 2003 with a concentration in fluid dynamics. As an
7 undergraduate student, I was employed by UT as the lead lab designer for the
8 thermal-fluid systems department under the direction of Dr. Phil Schmidt, wherein I
9 designed, fabricated and validated a modular sub-sonic wind tunnel testing platform.
10 The wind tunnel platform and interchangeable test bed modules were sold to
11 universities across the country and are still widely used for aerodynamic, fluid
12 dynamic and heat transfer study, testing and design evaluation. In addition to
13 freelance computer aided design / draftsman work, I worked part-time for UT at the
14 J.J. Pickle Research Campus (“PRC”) at the Nuclear Engineering Teaching
15 Laboratory’s TRIGA Nuclear Research Reactor - conducting gas chromatography-
16 mass spectrometry research to evaluate material composition in a process called
17 neutron activation analysis. The UT reactor is one of only thirty-one research and
18 test reactors in the United States and one of three in Texas.

19 79. I practiced as a mechanical engineer from 2003 through 2007, focused
20 on manufacturing practices and the cross-discipline cooperation between design
21 specifications/standards and the manufacturing of commercial products, sub-
22 components and devices. Specifically, my primary responsibilities involved
23 troubleshooting and correcting manufacturing specifications (including materials),
24 processes and procedures to increase component yields throughout a product line. In
25 some instances, problems were identified and corrected with minor process
26 changes—others required significant overhauls of the underlying design, material
27 selection and manufacturing techniques involved, particularly those including resin
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1 transfer moldings and the polymer seal selections specified for high temperature and
2 corrosive environment production.

3 80. I earned my J.D. from South Texas College of Law in May of 2007,
4 became a licensed Texas attorney in November of 2007 and was admitted to the
5 United States Patent and Trademark Office in June of 2008. As a mechanical
6 engineer, patent attorney and trial attorney, my practice largely focuses on product
7 liability litigation. While the majority of my work is focused on the automotive
8 industry, such as tire, airbag and restraint system failures, our firm handles product
9 defects of varied natures, including throttle advance interlocks, safety system
10 programming/design and product defects of almost all natures.

11 81. In light of my background and experience as a mechanical engineer and
12 trial attorney, I litigate complex product claims where individuals are personally
13 damaged, incapacitated and often killed. In addition to investigating, preparing and
14 presenting a matter through trial, I initiate, define, coordinate and oversee all aspects
15 of the trial strategy.

16 82. I was personally and actively involved in all aspects of the proceedings
17 on this case. I am familiar with this litigation and negotiated the proposed settlement.
18 My experience benefited the efficient litigation of this matter and the settlement
19 negotiations in this case significantly.

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EXHIBITS

- 1. Attached hereto as **Exhibit 1** is a true and correct copy of TAF’s Cost Journal.
- 2. Attached hereto as **Exhibit 2** is a true and correct copy of TAF’s Summary Lodestar Report.

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

Executed this 30th day of January 2026 in Boerne, Texas.

/s/ Ronald W. Armstrong, II
Ronald W. Armstrong, II

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The Armstrong Firm, PLLC
Rheem
As of January 27, 2026

Description	Value
Filing (PHV fees and COGS)	\$ 550.00
Expert/Research Services	\$21,069.85
Postage, Copies. Supplies	\$ 70.52
Travel for Mediation	\$ 2,182.36
TOTAL	<u>\$ 23,872.73</u>

Case Name: West v. Rheem Manufacturing Company
Firm: The Armstrong Firm, PLLC
Billing Period: Case Inception through January 27, 2026

Staff	Role	All Hours	Hourly Rate	Total Lodestar
Ron Armstrong II	Partner / Shareholder	169.00	\$825.00	\$139,425.00
Total:		169.00		\$139,425.00

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

VANESSA WEST, individually, and
on behalf of all others similarly
situated,

Plaintiff,

v.

RHEEM MANUFACTURING
COMPANY, and MELET
PLASTICS, INC.,

Defendants.

Case No. 2:24-cv-09686-CAS-MAA

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES AND COSTS.
AND SERVICE AWARD.**

Date: May 11, 2026
Time: 10:00 a.m.
Ctrm.: 8D
Judge: Hon. Christina A. Snyder

This matter came before the Court on a regular noticed Motion. On November 25, 2025, the Court granted Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Pursuant to the Court's Order, Plaintiff Vanessa West, on behalf of herself and all others similarly situated, by and through her attorneys, now request that the Court grant Class Counsels' Attorneys' Fees and Costs to be paid by Defendants Rheem Manufacturing Company and Melet Plastics, Inc. Representative Plaintiff also requests a Service Award in the amount of \$5,00 each.

Having fully considered the issue, the Court hereby **GRANTS** the Motion and orders as follows:

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1. The Court finds that an award of attorneys’ fees and costs in the total amount of \$950,000 to Plaintiffs’ Counsel is fair and reasonable; and therefore, approves such award.
2. Furthermore, the Court determines that the requested Service Award for the Representative Plaintiff is fair and reasonable. Accordingly, the Court approves of Service Award of \$5,000 for the Representative Plaintiff.

IT IS SO ORDERED.

Dated: _____, 2026

 HONORABLE CHRISTINA A. SNYDER
 UNITED STATES DISTRICT JUDGE

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