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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

SIERRA WOODS, LLC, a Nevada Limited Liability Company; BELLA LAGO, LLC, a Nevada Limited Liability Company; SHERWOOD FOREST APARTMENTS, LLC, a Nevada Limited Liability Company; LANSDOWNE, LLC, a Nevada Limited Liability Company; and BIGGEST LITTLE INVESTMENTS, LP, a Nevada Limited Partnership; on behalf of themselves and all similarly situated,

Plaintiffs,

vs.

WASTE MANAGEMENT OF NEVADA, INC., a Nevada Corporation; RENO DISPOSAL CO., a Nevada corporation; CAPITAL SANITATION COMPANY, a Nevada Corporation; and DOE DEFENDANTS 3-10, inclusive,

Defendants.

Case No: CV19-00797
Dept. No: 1

JOINT MOTION FOR CLASS ACTION SETTLEMENT APPROVAL UNDER NRCP 23(f)

Plaintiffs Sierra Woods, LLC, Bella Lago, LLC, Sherwood Forest Apartments, LLC, Lansdowne, LLC, and Biggest Little Investments, LP, and Defendants Waste Management of Nevada, Inc., Reno Disposal Co., and Capital Sanitation Company, by and through counsel of record, hereby file their Joint Motion for Class Action Settlement Approval Under NRCP 23(f) ("Motion").

This Motion is made and based upon the following Memorandum of Points and Authorities, the declarations and exhibits attached hereto, the pleadings and papers on file herein, and any oral argument as the Court may entertain on this matter.

DATED this 10th day of July, 2025.

Respectfully submitted,

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs and Defendants respectfully submit for the Court's approval under NRCP 23(f) a proposed Class Action Settlement Agreement ("Settlement") resolving the above-captioned action. The gravamen of this action is the allegation that WMN performed its contractual duties in a manner that made it unreasonably difficult for Plaintiffs and WMN's other commercial customers to avoid charges for overfilled waste containers and thus, resulted in improper overage charges.[1] The terms of the Settlement, described in more detail below, are designed to modify WMN's collection practices to address Plaintiffs' central concerns and thereby confer a substantial benefit upon the proposed Settlement Class. To accomplish this Settlement, the parties seek (1) certification of a Settlement Class under NRCP 23(c)(2) for the class-wide injunctive relief provided by the Settlement; (2) appointment of Plaintiffs as class representatives and Plaintiffs' counsel as class counsel; (3) an award of attorneys' fees, costs, and service awards to Plaintiffs as provided for by the Settlement Agreement;[2] and (4) subject to approval of the Settlement, dismissal of the action with prejudice.

Under the Settlement, Defendants have agreed to make substantial changes to their policies and practices under the franchise agreements in the City of Reno, the City of Sparks, Carson City, and unincorporated Washoe County ("Class Municipalities").[3] Specifically, WMN will, among other things, adopt uniform overage standards in all Class Municipalities, issue warnings to customers before assessing overage charges, and provide timely notifications and a grace period. Further, WMN will add a third, local layer of review for overage images and

[1] WMN denies Plaintiffs' allegations of wrongful conduct, liability and/or damages in their entirety and has asserted numerous procedural and substantive defenses to Plaintiffs' individual and class claims.

[2] Pursuant to a mediation conducted before Justice Hardesty, Defendants have agreed to pay attorneys' fees, costs, and service awards totaling $2,225,000 as provided for in the Settlement Agreement, but they take no position in the specifics of Plaintiffs' request for these amounts.

[3] Of note, the Washoe County franchise agreement was not raised in the Action, but WMN has agreed to expand the relief provided via the Settlement to this additional jurisdiction.

provide Settlement Class Members[4] with several clear options for contesting overages. WMN will publish route maps and pick-up windows and notify customers regarding any route changes. In addition, WMN will publicize its WMN App to Settlement Class Members, will not charge overages after missed pick-ups, will not provide incentives to drivers or other employees to generate overage assessments, and will work with the municipalities to implement these changes and ensure information related to these changes is available on the WMN websites.

The Settlement addresses each of the challenged practices alleged in Plaintiffs' Class Action Complaint and Motion for Class Certification, achieves the goals of the litigation, preserves the Settlement Class Members' ability to make individual claims for money damages (if any), and readily merits the Court's approval under NRCP 23(f). The absent Settlement Class Members will release claims for injunctive relief only, with claims for monetary damages specifically excluded from the release. Plaintiffs have agreed to release their claims for monetary damages.

The Settlement is the product of extensive arm's-length negotiations between the Parties and their experienced and informed counsel. Settlement negotiations spanned several months and included a mediation session before Justice Hardesty (Ret.), a highly respected and skilled mediator. *See* **Exhibit 3** (Hardesty Decl.). Prior to reaching a resolution, and through almost six years of hard-fought litigation, Plaintiffs' counsel thoroughly examined the facts and law involved in this case, reviewed and analyzed many thousands of documents produced by Defendants and the City of Reno, retained an industry expert, deposed a City of Reno representative, obtained several detailed declarations from WMN commercial customers and a former employee, and drafted extensive briefing on class certification and related motions. In June 2024, the Parties participated in a full-day evidentiary hearing with their respective experts. Plaintiffs' counsel possesses a firm understanding of both the strengths and weaknesses of the allegations, claims, and Defendants' defenses. Prior to and during the negotiations,

[4] The instant Motion uses the defined terms from the Settlement Agreement, which is attached as **Exhibit 1**.

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Plaintiffs' counsel faced formidable opposition from Defendants' counsel who zealously defended their clients' position. Both sides were well-represented by seasoned and informed counsel who vigorously pursued their respective clients' interests.

In sum, the Settlement achieves significant business practice changes benefiting the Settlement Class now without the risks of continued litigation. The Settlement was reached after years of hard-fought litigation and months of arm's-length negotiations and enjoys the support of a neutral mediator who had an integral part in helping the Parties reach the Settlement. Consequently, the Settlement readily satisfies the criteria for this Court's approval under NRCP 23(f).[5]

II. OVERVIEW OF THE LITIGATION

In April 2019, Plaintiffs filed a Class Action Complaint in the Second Judicial District Court, Washoe County. On April 17, 2020, Plaintiffs filed an Amended Class Action Complaint asserting claims for breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment, and declaratory relief against Defendants. On August 14, 2020, the Court denied Defendants' Motion to Dismiss Plaintiffs' Amended Class Action Complaint.

On October 27, 2021, Defendants filed motions for partial summary judgment challenging Plaintiffs' standing to enforce and/or litigate regarding the terms of the applicable franchise agreements. The Court denied Defendants' motions on July 11, 2022. In May 2023, the parties mediated with the Honorable Philip Pro (ret.) but did not resolve the matter.

Throughout the litigation, the parties engaged in extensive discovery, including written discovery, substantial document productions totaling thousands of pages, expert disclosures for purposes of class certification, and numerous depositions. The parties also participated in meet-and-confer efforts and briefed discovery motions. *See* Aman Decl. at ¶ 7. There can be no dispute that Plaintiffs' claims were explored through extensive litigation.

In September 2023, Plaintiffs filed their Motion for Class Certification ("Certification

[5] Of note, multiple Settlement Class Members and/or their representatives support the Settlement and look forward to the relief it provides. *See* **Exhibit 2**. These are some of the same individuals who previously supported Plaintiffs' Motion for Class Certification.

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Motion"), which Defendants opposed in November 2023. In February 2024, Plaintiffs filed their reply in support of the Certification Motion. In April 2024, Defendants filed their sur-reply in support of their Opposition. The parties filed and fully briefed competing *Hallmark* motions challenging each other's experts at the class certification stage.

In August 2024, after full briefing and an evidentiary hearing, the Court granted Defendants' motion to exclude Plaintiffs' industry expert for purposes of the Certification Motion and denied Plaintiffs' motion to exclude Defendants' expert. On September 17, 2024, Plaintiffs filed a motion for reconsideration of the Court's order excluding Plaintiffs' expert, which remained pending when the parties reached the Settlement.

On January 24, 2025, Plaintiffs filed a motion for leave to supplement the Certification Motion to include new declarations in support of the Certification Motion and evidence of the City of Reno's recent decision to terminate its exclusive franchise agreements with WMN, which also remained pending when the parties reached the Settlement. On March 24, 2025, Defendants opposed Plaintiffs' motion for leave to supplement. Plaintiffs filed a reply in support of their motion for leave to supplement on April 14, 2025.[6]

On April 10, 2025, the Court issued an Order Regarding Settlement Conference and the parties agreed to further mediate their dispute. On June 10, 2025, the parties mediated before the Honorable James W. Hardesty (Ret.) in Las Vegas, Nevada. In a joint notice filed on June 17, 2025, the parties informed the Court that they had reached a proposed settlement to resolve the Action and requested the Court hold in abeyance any work on or resolution of the fully briefed matters before the Court until after the Court hears and rules on the instant Motion.

Thereafter, the parties memorialized the settlement in the Settlement Agreement executed on July 10, 2025, and filed herewith as **Exhibit 1**.

/ / /

[6] On June 24, 2025, after receiving notice of the parties' settlement, the Court entered an order vacating submission of both Plaintiffs' motion for reconsideration and their motion for leave to supplement.

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III. THE SETTLEMENT TERMS

The Settlement achieves significant changes to Defendants' waste collection policies and procedures in the Class Municipalities that address the issues alleged in Plaintiffs' Amended Complaint and Certification Motion. Specifically, in consideration for the dismissal of the Action with prejudice and the releases provided in the Settlement Agreement, Defendants have agreed to the following:

1. **Uniform overage standards:** The definition of overage/overload will be modified and/or clarified for all franchise agreements in the Class Municipalities. *See* Ex. 1 at Ex. A at ¶ 1.
2. **Warning protections:** WMN will give warnings based on material type (*i.e.*, MSW or Recyclables) for each unique account before assessing an overage fee (*e.g.*, if a property owner owns five properties, each property/account will be entitled to its own set of warnings as described herein). Each warning will be removed from a property's account after a 12-month period. *See id.* at ¶ 2.
3. **Prompt notice procedures:** WMN will notify each affected Settlement Class Member of any overage event within 24 hours via email and on the My WMN Mobile App ("WMN App") and by mailing a hard-copy notice within 48 hours. *See id.* at 3.
4. **Grace period protections:** WMN will not issue an overage assessment within seven days of issuing a warning. The grace period for each unique account will be for material type and not per container. *See id.* at ¶ 4.
5. **Local overage review:** In addition to its prior overage review procedures, WMN will add a third-line review by personnel located in Nevada to confirm that an overage event has occurred without any operational exclusions before assessing an overage to any Settlement Class Member. *See id.* at ¶ 5.
6. **Clear and accessible collection information:** WMN will post current collection route maps for the Class Municipalities with general collection times, including an estimated three-hour pick-up window, and will communicate any route changes. *See id.* at ¶ 6.

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7. **WMN App promotion:** WMN will promote the WMN App, which contains useful information relevant to the issues raised in Plaintiffs' Amended Complaint, to assist the Settlement Class Members with anticipating and monitoring their collection service. *See id.* at ¶ 7.

8. **Additional terms:** WMN does not and will not charge Settlement Class Members for overages resulting from missed pick-ups. WMN does not and will not provide incentives to drivers or other employees to generate overage assessments from the Settlement Class Members. WMN will fully implement the Settlement changes within 90 days of the Settlement's Effective Date and will work with the Class Municipalities on the roll-out of the information related to these changes. *See id.* at ¶ 8.

9. **Duration of relief:** WMN has agreed to make the aforementioned changes for the next ten (10) years if it continues to operate under franchise agreements in the Class Municipalities. *See* Ex. 1 at ¶ 21.

10. **Releases and dismissal:** Subject to Court approval of the Settlement, Plaintiffs will release all claims against WMN, including those seeking monetary relief. Importantly, the Settlement Class Members will only release claims for injunctive relief, thus preserving any potential individual claims for monetary damages. *See id.* at ¶¶ 32-34. Following approval, Plaintiffs will dismiss this action with prejudice. *See id.* at Section II; *see also* Ex. 4.

11. **Compensation:** Subject to the Court's approval of the Settlement, WMN will pay Plaintiffs $2,225,000 for (1) reimbursement of attorneys' fees and costs and (2) payment of service awards ($5,000 per Plaintiff, $25,000 total). *See* Ex. 1 at ¶¶ 35-37.

IV. THE SETTLEMENT WARRANTS APPROVAL UNDER NRCP 23(f)

Under Rule 23(f), the Court must approve the Settlement before it goes into effect. All applicable considerations favor such approval. To effectuate the Settlement, the parties respectfully request the following relief:

- Certify the Settlement Class under Rule 23(c)(2) for settlement purposes;

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- Appoint Plaintiffs as class representatives and Plaintiffs' counsel as class counsel;
- Approve the parties' proposed Settlement Agreement, including but not limited to approving the attorneys' fees, costs, and service awards totaling $2,225,000 as provided for in the Settlement Agreement and supported below; and
- Subject to approval of the Settlement, dismissal of the action with prejudice.

The Settlement's meaningful changes to WMN's policies and practices will provide immediate relief to the Settlement Class Members and should receive the Court's approval.

A. NRCP 23(c)(2) Class Certification is Appropriate.

For the purposes of settlement, the parties propose that the Settlement Class be defined as follows:

> All Commercial Customers subject to an exclusive Franchise Agreement between Waste Management and the City of Reno, City of Sparks, Carson City, Washoe County, and any City within the greater Washoe County area who have been subject to Waste Management's overage and/or snapshot policies and practices from 2014 to the present.

This Settlement Class meets the requirements for certification under NRCP 23(c)(2), including numerosity, commonality, typicality, and adequacy from NRCP 23(a).[7]

1. The Settlement Class satisfies the NRCP 23(a) requirements.

Under Rule 23(a)(1), a class may be certified as a class action if "the class is so numerous that joinder of all members is impracticable." While there is no fixed rule, numerosity is generally presumed when the proposed class contains at least 40 members. *See Shuette v. Beazer Homes Holdings Corp.*, 121 Nev. 837, 847, 124 P.3d 530, 537 (2005) (quotations omitted). When "plaintiffs seek injunctive [] relief, the numerosity requirement is relaxed and plaintiffs may rely on [] reasonable inference[s] arising from plaintiffs' other evidence that the

[7] Pursuant to the Settlement Agreement, WMN agrees to certification of the Settlement Class pursuant to NRCP23(c)(2). No settlement class shall be certified pursuant to NRCP 23(c)(3). By entering into the Settlement Agreement and agreeing to certification of a Settlement Class pursuant to NRCP 23(c)(2), WMN does not admit that the Litigation is amenable to class certification on any basis for purposes of a trial or contested proceeding, including, in particular, for purposes of a damages class under NRCP 23(c)(3). Ex. 1 at ¶ 41. If the Court does not grant Settlement Approval and/or the Settlement does not become effective, the Parties shall be returned to *status quo ante*, and the Litigation shall proceed as if the Settlement Agreement had never been negotiated or executed and no Settlement Class had been certified. *Id.* at ¶ 25.

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number of unknown and future members of [the] proposed []class . . . is sufficient to make joinder impracticable." *Arnott v. U.S. Citizenship & Immigration Servs*., 290 F.R.D. 579, 586 (C.D. Cal. Oct. 22, 2012) (all but last alteration in original) (quoting *Sueoka v. U.S.*, 101 F. App'x 649, 653 (9th Cir. 2004)). Here, the Settlement Class includes more than several hundred members, readily satisfying the numerosity requirement.

Under Rule 23(a)(2) and Rule 23(a)(3), the case must involve common questions of fact and/or law vis-à-vis the class members and "the claims and defenses of the representative parties [must be] typical of the claims or defenses of the class." NRCP 23(a)(2)-(3). Typicality does not require total identity between representative plaintiffs and class members. *See Shuette*, 121 Nev. at 848, 124 P.3d at 538; *Armstrong v. Davis*, 275 F.3d 849, 868 (9th Cir. 2001). Rather, typicality is satisfied so long as the plaintiffs' claims stem "from the same event, practice, or course of conduct that forms the basis of the class claims, and is based upon the same legal theory." *Jordan v. Cnty. of Los Angele*, 669 F.2d 1311, 1322 (9th Cir. 1982), *vacated on other grounds*, 459 U.S. 810 (1982); *see also In re Juniper Networks Sec. Litig*., 264 F.R.D. 584, 589 (N.D. Cal. 2009) ("representative claims are 'typical' if they are reasonably co-extensive with those of absent class members") (citation omitted). Here, commonality and typicality exist because WMN operates under franchise agreements equally applicable to all commercial customers in those jurisdictions, and all Settlement Class Members are subject to WMN's policies and practices under those exclusive franchise agreements. In addition, Plaintiffs' claims stem from the same common course of conduct, including WMN's collection practices and Snapshot program. The injunctive relief achieved by the Settlement would apply equally to Plaintiffs and all Settlement Class Members.

Under Rule 23(a)(4), the representative plaintiffs must "fairly and adequately protect the interests of the class." The two-prong test for determining adequacy is: "(1) do the representative plaintiffs and their counsel have any conflicts of interest with other class members?; and (2) will the representative plaintiffs and their counsel prosecute the action vigorously on behalf of the class?" *Staton v. Boeing Co.*, 327 F.3d 938, 957 (9th Cir. 2003);

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Hanlon, 150 F.3d at 1020; *see also Sheutte*, 121 Nev. at 849, 124 P.3d at 539. Here, Plaintiffs' interests are aligned with, and not antagonistic to, the interests of the Settlement Class Members. The Settlement Agreement is the best evidence of that fact because it provides uniform injunctive relief for all Commercial Customers within the Class Municipalities—which includes unincorporated Washoe County. *See Hanlon*, 150 F.3d at 1021 (adequacy satisfied where "each. . . plaintiff has the same problem"). In addition, Plaintiffs' counsel has extensive experience litigating and settling class actions, including consumer cases in Nevada. *See* Gayan Decl. at ¶¶ 5, 9. Plaintiffs and their counsel have vigorously litigated this action and obtained significant relief for all Settlement Class Members via the proposed Settlement. At no time did Plaintiffs' counsel negotiate attorneys' fees and costs with Defendants until the terms of the class-wide injunctive relief were finalized. *Id.* at ¶ 17; *see also* Hardesty Dec. at ¶ 15.

2. The Settlement Class satisfies NRCP 23(c)(2).

Nevada law allows courts to certify an injunctive class when the Rule 23(a) elements have been met and "the party opposing the class has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole[.]" NRCP 23(c)(2). The Nevada Supreme Court has not issued any substantive decisions regarding injunctive classes, but the federal cases interpreting the materially similar FRCP 23(b)(2) are instructive. "When a suit seeks to define the relationship between the defendant(s) and the world at large, . . . (b)(2) certification is appropriate." *Baby Neal for and by Kanter v. Casey*, 43 F.3d 48, 58 (3d Cir. 1994). Certification of an injunctive class "does not require an examination of the viability or bases of the class members' claims for relief, does not require that the issues common to the class satisfy a [damages]-like predominance test, and does not require a finding that all members of the class have suffered identical injuries." *Parsons v. Ryan*, 754 F.3d 657, 688 (9th Cir. 2014) (citing *Rodriguez*, 591 F.3d at 1125 (noting defendants' "contentions [of differing harms among class members, including no harm] miss the point of Rule 23(b)(2)."). Injunctive

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class certification "does not even require that the defendant's conduct be directed or damaging to every member of the class." *Baby Neal*, 43 F.3d at 58.

Here, Plaintiffs' claims addressed via the Settlement are ideal for an injunctive class because WMN has agreed to modify policies and practices in a manner that will benefit all Settlement Class Members. To certify the Settlement Class under NRCP 23(c)(2), the Court need not evaluate any of the considerations for certification of a damages class under NRCP 23(c)(3) (*i.e.*, predominance, superiority).

B. NRCP 23(f) Approval of the Settlement is Appropriate.

Under NRCP 23(f), the Court must review and approve the Settlement before it goes into effect because it compromises and dismisses class-wide injunctive claims. The Court should "review[] the substance of the settlement . . . to ensure that it is 'fair, adequate, and free of collusion.'" *Lane v. Facebook*, 696 F.3d 811, 819 (9th Cir. 2012) (quoting *Hanlon*, 150 F.3d at 1027)). The Court is "not to reach any ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute, nor is the proposed settlement to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." *Smith v. CRST Van Expedited, Inc.*, 2013 WL 163293, at *2 (S.D. Cal. Jan. 4, 2013). When courts assess a class settlement, they should:

> balance a number of factors: the strength of the plaintiffs' case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the class members to the proposed settlement.

Hanlon, 150 F.3d at 1026. The court need not consider all of these factors, or it may consider others. *See In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011) ("The factors in a court's fairness assessment will naturally vary from case to case.").

"[T]he decision to approve or reject a settlement is committed to the sound discretion of the trial judge because [she] is exposed to the litigants and their strategies, positions, and proof." *Hanlon*, 150 F.3d at 1026. The Court's analysis is guided by several important policy

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considerations. The first is that there is "'a strong judicial policy' that favors class action settlements." *In re Volkswagen "Clean Diesel" Mktg., Sales Pracs., & Prod. Liab. Litig.*, 229 F. Supp. 3d 1052, 1061 (N.D. Cal. 2017) (quoting *Allen v. Bedolla*, 787 F.3d 1218, 1223 (9th Cir. 2015)); *see also Pilkington v. Cardinal Health, Inc.*, 516 F.3d 1095, 1101 (9th Cir. 2008); *Churchill Village, LLC v. Gen. Elec.*, 361 F.3d 566, 576 (9th Cir. 2004); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). In exercising its discretion, the Court should give "proper deference to the private consensual decision of the parties because:

> [T]he court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned."

Hanlon, 150 F.3d at 1027. The focus is not "whether the final product could be prettier, smarter or snazzier, but whether it is fair, adequate, and free from collusion." *Id.* at 1026.

Finally, the Ninth Circuit has also explained that "[w]e put a good deal of stock in the product of an arm's-length, non-collusive, negotiated resolution." *Rodriguez v. W. Publg. Corp.*, 563 F.3d 948, 965 (9th Cir. 2009). Where, as here, "a settlement is the product of arm's-length negotiations conducted by capable and experienced counsel, the court begins its analysis with a presumption that the settlement is fair and reasonable." *Garner v. State Farm Mut. Auto Ins. Co.*, 2010 WL 1687832, at *13 (N.D. Cal. Apr. 22, 2010) (citing 4 *Newberg on Class Actions*, § 11:41). *See* Hardesty Decl. at ¶¶ 10, 20.

The proposed Settlement warrants this Court's approval because: (1) it provides meaningful injunctive relief for all Settlement Class Members and preserves potential claims for money damages; (2) it is the product of hard-fought, arm's-length negotiations between the parties with the assistance of a highly experienced mediator after thorough investigation and litigation of the facts and the law; and (3) Plaintiffs and their experienced counsel believe it is in the best interests of the Settlement Class Members, as evidenced by support from multiple Settlement Class Members and the highly experienced mediator.

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1. The Settlement provides significant relief for the Settlement Class Members without the risks and delay of further litigation.

"[U]nless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results." *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004) (quoting *Newberg on Class Actions*, § 11:50, at 155 (4th ed. 2002)). The Court "may presume that through negotiation, the Parties, counsel, and mediator arrived at a reasonable range of settlement by considering Plaintiff's likelihood of recovery." *Garner*, 2010 WL 1687832, at *9.

Here, Plaintiffs sought class-wide injunctive relief under NRCP 23(c)(2) related to WMN's policies and practices and money damages under NRCP 23(c)(3) for past overage charges. Plaintiffs' pending Certification Motion seeks certification of an injunctive class under NRCP 23(c)(2) in addition to a damages class under NRCP 23(c)(3). Defendants oppose both requests. While Plaintiffs firmly believe in the strength of the class claims and have amassed substantial evidence in support of those claims through the discovery process, there is risk that, absent a settlement, WMN might prevail in motion practice, at trial, or on appeal,[8] resulting in no relief to the Settlement Class Members. Indeed, while the parties may differ on the weight attached to this Court's *Hallmark* ruling excluding Plaintiffs' expert for class certification purposes, the Court's order casts doubt on the outcome of any litigated class certification motion. *See* 8/30/24 Order. This weighs in favor of approval.[9] WMN has vigorously contested its liability, and the Settlement provides meaningful, immediate relief that addresses all key issues raised in Plaintiffs' Amended Complaint and Certification Motion.

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[8] Court approval of a class action settlement is appropriate when plaintiffs must overcome significant barriers to make their case. *Chun-Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 851 (N.D. Cal. 2010). Generally, "fact-intensive inquiries and developing case law present significant risks to Plaintiffs' claims and potential recovery." *In re Wells Fargo Loan Processor Overtime Pay Litig.*, 2011 WL 3352460, at *5 (N.D. Cal. Aug. 2, 2011).

[9] *See, e.g.*, *Rodriguez v. West Publishing Corp.*, 563 F.3d 963, 966 (9th Cir. 2009) (noting elimination of "[r]isk, expense, complexity, and likely duration of further litigation," including, *inter alia*, an "anticipated motion for summary judgment, and … [i]nevitable appeals would likely prolong the litigation, and any recovery by class members, for years," which facts militated in favor of approval of settlement); *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972) ("[I]n any case there is a range of reasonableness with respect to a settlement—a range which recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion.").

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WMN has agreed to provide a significant portion of the injunctive relief that Plaintiffs sought on behalf of the Settlement Class Members—namely, it has agreed to implement substantial changes to its collection and overage-related policies and practices. In fact, WMN has agreed to provide this same injunctive relief to all of Washoe County, which goes beyond the relief Plaintiffs sought. And WMN will only obtain a release for the Settlement Class Members' claims for injunctive relief. No Settlement Class Member other than Plaintiffs will release any claim for monetary damages. *See* Ex. 1 at ¶¶ 31-32. Thus, the Settlement provides meaningful relief to the Settlement Class Members without delay and readily qualifies as fair, reasonable, and adequate, particularly due to the risk of receiving nothing should the litigation continue.

2. The Settlement was reached through arm's-length negotiations.

Class settlements are presumed fair when they are reached "following sufficient discovery and genuine arm's-length negotiation." *DIRECTV*, 221 F.R.D. at 528 (settlement after discovery approved "because it suggests that the parties arrived at a compromise based on a full understanding of the legal and factual issues surrounding the case"); *see also Victorino v. FCA US LLC*, 2023 WL 3296155, at *5 (S.D. Cal. May 5, 2023) (approval where "Plaintiff thoroughly investigated and researched the claims in litigating this action and preparing [for] trial"). "That the settlement was reached with the assistance of an experienced mediator further suggests that the settlement is fair and reasonable." *Moorer*, 2021 WL 4993054, at *5; *see also Rodriguez*, 563 F.3d at 965. Each of these elements is present here.

First, the parties engaged in significant discovery, both fact and expert, an analysis of that discovery. Plaintiffs' counsel thoroughly investigated the issues, including via witness interviews, written discovery, the review of tens of thousands of pages of documents, deposing the City of Reno representative, and consultation with an industry expert. *See* Aman Decl. at ¶¶ 7-9, 12. The parties engaged in substantial motion practice, including Defendants' motion to dismiss and motions for summary judgment and Plaintiffs' Certification Motion.

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Second, the parties reached the Settlement through arm's-length negotiations undertaken in good faith by experienced counsel with the assistance of a highly experienced mediator. Throughout the mediation session, counsel vigorously advocated for their respective clients' positions and, with the assistance of the mediator, were able to come to an agreement. *See* Ex. 3 (Hardesty Decl.). At no time did the Parties negotiate an award of attorneys' fees or costs until after they had reached agreement on the proposed injunctive relief for the Class. *Id.* at ¶ 15.

3. Experienced counsel negotiated and recommend the Settlement.

"'Great weight' is accorded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation." *DIRECTV*, 221 F.R.D. at 528. "This is because '[p]arties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in the litigation.'" *Id.*; *see also Knight v. Red Door Salons, Inc.*, 2009 WL 248367, at *4 (N.D. Cal. Feb. 2, 2009); *Linney v. Cellular Alaska P'ship*, 1997 WL 450064 *5 (N.D. Cal. July 18, 1997).

Here, Plaintiffs have experienced counsel who endorse the Settlement as fair, adequate, and reasonable. *See* Gayan Decl. at ¶ 8. Plaintiffs' counsel have extensive experience litigating and settling class actions and other complex matters and have conducted an extensive investigation into the factual and legal issues raised in this Action. *See* Gayan Decl. at ¶ 8; Aman Decl. at ¶¶ 7-9. Using their experience and knowledge, Plaintiffs' counsel have weighed the benefits of the Settlement against the inherent risks and expense of continued litigation, and they strongly believe that the proposed Settlement is fair, reasonable, adequate, and in the Class Members' best interests. The fact that qualified and well-informed counsel endorse the Settlement as being fair, reasonable, and adequate weighs in favor of approving the Settlement.

C. Unlike Damages Class Settlements, Injunctive Class Settlements Do Not Require Notice or an Opportunity to Opt Out.

Because the Settlement provides injunctive relief common to the Settlement Class, and does not seek to release any Settlement Class Member's individual monetary claims for damages, notice is not required before the Court approves the Settlement. *See* NRCP 23(d)(3)

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(requiring notice only for "any class action maintained under Rule 23(c)(3)"); *see also* NRCP 23(d)(4) (requiring that judgment in NRCP 23(c)(3) damages class describe the individuals who received notice and did not request exclusion). For an injunctive class, NRCP 23 requires only that the judgment "include and describe those whom the court finds to be members of the class." NRCP 23(d)(4).

The United States Supreme Court has addressed this issue directly, explaining that because an injunctive class is a mandatory class, the "Rule provides no opportunity for [the] class members to opt out, and does not even oblige the District Court to afford them notice of the action." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 362 (2011). The procedural protections under FRCP 23(b)(3) are "unnecessary *to a (b)(2) class*." *Id*. (emphasis in original). For an injunctive class, the *Dukes* Court explained "that notice has no purpose when the class is mandatory, and that depriving people of their right to sue in this manner complies with the Due Process Clause." *Id.*

For these reasons, courts approving injunctive class settlements often decline to require individual notice to the class members before approving the settlements. *See, e.g.*, *Green v. Am. Express Co.*, 200 F.R.D. 211, 212-13 (S.N.D.Y. 2001) (holding no notice required "when the settlement provides for only injunctive relief, and therefore, there is no potential for the named plaintiffs to benefit at the expense of the rest of the class"); *Moore v. GlaxoSmithKline Consumer Healthcare Holdings US LLC*, 2024 WL 4868182 (N.D. Cal. Oct. 3, 2024) (holding no notice required because "settlement provides only injunctive relief and does not release the monetary claims of the Class."); *In re: Ring LLC Priv. Litig.*, 2023 WL 9687346, at *8 (C.D. Cal. Dec. 20, 2023); *Campbell v. Facebook Inc.*, 2017 WL 3581179, at *7 (C.D. Cal. Aug. 19, 2017) (explaining less process is due where "the only thing at stake for the absent class members is their right to sue for an injunction against practices that have already ceased" especially where "notice would create serious risks of confusion for the class members"); *Lilly v. Jamba Juice Co.*, 2015 WL 1248027 (N.D. Cal. Mar. 18, 2015); *Jermyn v. Best Buy Stores*, 2012 WL 2505644, *12 (S.D.N.Y. June 27, 2012) (holding no notice required because

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"injunctive settlement specifically preserves and does not release the class members' monetary claims").

Here, the Court need not require notice to the Settlement Class Members before approving the Settlement for several reasons. First, the Settlement provides only injunctive relief that will benefit all Settlement Class Members. Ex. 1 at ¶ 32. Like the *Campbell* court, the only thing at stake for the absent class members is their right to sue for practices that WMN has agreed to cease. Second, the Settlement does not release and expressly preserves the Settlement Class Members' potential claims for monetary damages. *Id.* at ¶¶ 32-33. Third, the Settlement Agreement contemplates broad notice of the changes in WMN's business practices and the improved protections for the Settlement Class Members. *Id.* at Ex. A. Thus, all Settlement Class Members will receive adequate notice of their new rights and WMN's operational improvements. **Finally, Defendants have discussed the terms of the injunctive relief regarding their performance of the municipal franchise agreements with the affected municipalities, and those municipalities are supportive of the proposed changes**.

D. Plaintiffs' Request for Attorneys' Fees, Costs, and Service Awards[10]

Plaintiffs' counsel have prosecuted this class action for several years on a contingent basis and already invested more than 2,700 hours of professional time and more than $180,000 in out-of-pocket costs to get to this point.[11] These totals are in addition to the nearly $200,000 that Plaintiffs paid to initiate and pursue this action prior to switching to a contingency fee agreement.[12] Plaintiffs and their counsel invested these significant resources because they believed in the righteousness of their cause—seeking to change WMN's collection and overage-

[10] WMN does not join this section. As detailed in the Settlement Agreement, WMN has agreed to pay $2,225,000 but takes no position on Plaintiffs' requests. WMN does not oppose Plaintiffs' requests and recognizes they are necessary for Court approval and finalization of the Settlement.

[11] Plaintiffs' counsel anticipates investing additional time and expenses, including the time and travel costs required for the hearing on July 18, 2025. Any additional expenses will reduce the amount of attorneys' fees available for Plaintiffs' counsel, and any additional billable hours invested will increase counsel's lodestar and reduce the risk multiplier.

[12] Plaintiffs initiated this action in 2019 via an hourly fee agreement. In December 2022, Plaintiffs' current local firm agreed to convert to a contingency fee agreement. *See* Aman Decl. at ¶ 5.

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related policies and practices for the benefit of all Commercial Customers in Northern Nevada.

Under the Settlement, Defendants have agreed to pay Plaintiffs $2,225,000 for attorneys' fees, litigation costs, and class representative service awards all subject to court approval. The proposed payment would be distributed as follows: (1) $245,000 to reimburse Plaintiffs for attorneys' fees and litigation costs paid to pursue this class action before counsel agreed to continue litigating on a contingent-fee basis,[13] *see* Aman Decl. at ¶ 5; (2) $180,540.66 to reimburse Plaintiffs' counsel for litigation expenses incurred to prosecute this action; (3) an award of attorneys' fees totaling $1,774,459.34 to compensate Plaintiffs' counsel for litigating this complex action for years and securing the Settlement; and (5) $5,000 to each Plaintiff ($25,000 total) as class representative service awards for the time, effort, and risks of pursuing this action on behalf of the Settlement Class Members.

1. An award of attorneys' fees and costs is appropriate under the substantial benefit doctrine.

Courts presiding over class actions routinely award attorneys' fees and costs where "the successful litigants have . . . extended a substantial benefit to a class." *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011) (quotation omitted). In cases such as this where the relief is primarily injunctive, the court should analyze an attorneys' fee request and issue an award based on the "lodestar method." *Id.*; *see also Kim v. Allison*, 8 F.4th 1170 (9th Cir. 2021) ("The lodestar method for calculating attorney fees is especially appropriate in class actions where the relief sought—and obtained—is primarily injunctive."). Under the lodestar method, "the court multiplies the number of hours reasonably spent on the case by a reasonable hourly rate." *Id.*

The lodestar amount is presumptively reasonable, and a court may then increase or decrease the amount by applying a positive or negative multiplier depending on "various factors, including the quality of the representation, the benefit obtained for the class, the

[13] This amount constitutes the $194,661.53 Plaintiffs paid in attorneys' fees and costs plus interest from December 1, 2022, through July 7, 2025, at the average legal rate since January 2023 (i.e., about 10%). The interest equals $50,822.88. Plaintiffs have agreed to round down the principal plus interest to $245,000.00. Plaintiffs do not seek a risk multiplier on the amount paid while on a hourly fee agreement.

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complexity and novelty of the issues presented and the risk of nonpayment." *Espinosa v. Ahearn (In re Hyundai & Kia Fuel Econ. Litig.)*, 926 F.3d 539, 570 (9th Cir. 2019). Courts frequently approve multipliers in the 2 to 4 range for complex class actions. *See, e.g.*, *Van Vranken*, 901 F. Supp. 294, 298 (N.D. Cal. 1995) (noting "[m]ultipliers in the 3-4 range are common in lodestar awards for lengthy and complex class action litigation."); *Nitsch v. DreamWorks Animation SKG Inc.*, 2017 WL 2423161, at *10 (N.D. Cal. June 5, 2017) (awarding multiplier of 2 and discussing survey of cases showing multipliers ranging from 1-4 are in line with vast majority of cases). "The touchstone for determining the reasonableness of attorneys' fees in a class action is the benefit to the class." *Lowrey v. Rhapsody Int'l, Inc.*, 69 F.4th 994, 997 (9th Cir. 2023); *Jones v. GN Netcom, Inc.*, 654 F.3d 935 (9th Cir. 2011).

A court has "broad discretion" in determining an appropriate risk multiplier. *Fla. Ex rel. Butterworth v. Exxon Corp.*, 109 F. 3d 602, 609 (9th Cir. 1997). However, a court may abuse its discretion where, for example, it denies a risk multiplier "where the hourly rate does not reflect risk of nonpayment, willingness to represent the class assumes a risk multiplier will be applied, and there is no guarantee of payment." *Id.* (citation omitted).

Plaintiffs have obtained injunctive relief via the Settlement that will provide significant tangible benefits for the Settlement Class Members for at least the next 10 years. Via the Settlement, WMN has agreed to materially improve its collection and overage practices challenged in this litigation. Plaintiffs contend these changes bring clarity and predictability to what Plaintiffs and other Settlement Class Members have described as a confusing, unfair, and often arbitrary system. WMN has also agreed to introduce oversight mechanisms that enhance accountability and reduce the likelihood of erroneous charges. Collectively, the Settlement provisions are expected to significantly reduce the volume of overage charges, and in turn, lower overall waste service costs for the thousands of Settlement Class Members.

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Under the current system, discovery showed that Settlement Class Members in Reno, Sparks, and Carson City paid Defendants several million dollars[14] in overage fees from 2019 to 2023—the time when the overage fees were greatest. *See* Aman Decl. at ¶ 10. This total does not include the Settlement Class Members in Washoe County or the alleged "upsell charges" that Plaintiffs have alleged resulted from overage fees. *See* 9/5/23 Mot. at 8:10-16.[15] Assuming the Settlement results in a 50% reduction in overage fees, which is conservative based on the declarations from Mr. Farahi and others who have described their extensive efforts to avoid these fees, the Settlement can be expected to save the Settlement Class Members several million dollars in overage fees alone over the next ten (10) years. This amount does not include Washoe County, upsell charges that may be avoided, or time and expenses Settlement Class Members might save from attempting to avoid overage assessments and then, after receiving assessments, policing and challenging those assessments.

To obtain this significant relief for the Settlement Class Members, Plaintiffs' counsel expended more than 2,700 hours of billable time for a lodestar of more than $1,100,000 plus $180,540.66 in litigation costs. This is in addition to Plaintiffs paying $194,661.53 to pursue this action before converting to a contingency fee agreement. As for Plaintiffs' counsel's contingency lodestar, the amount of hours and rates are reasonable for the work performed. *See* Gayan Decl. at ¶¶ 7-11; Aman Decl. at ¶¶ 12-14. The Settlement provides for a modest 1.6 risk multiplier on counsel's overall lodestar. The circumstances readily support this multiplier due to (1) the significant benefits the thousands of Settlement Class Members will enjoy for the next ten (10) years; (2) the complexity and novelty of the issues; (3) the quality of the representation;

[14] WMN produced documents identifying these amounts and marked them Confidential under the Court's protective order. If the Court requires more detail on the precise amounts, the parties respectfully request the ability to provide that information at the hearing. WMN reserves the right to ask the Court to seal that portion of the hearing transcript and/or excuse non-parties from the courtroom when that information is shared with the Court.

[15] Like many disputed issues in this litigation, WMN denies that any overage charge it assessed was improper, and in particular denies that it engaged in any wrongful "upselling" those commercial customers who may have required additional services, as Plaintiffs have alleged. WMN asserted throughout the litigation that Plaintiffs were outliers who received far more overage assessments than the vast majority of Commercial Customers in the relevant franchise areas.

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(4) the length of the litigation; and (5) the risk of nonpayment.[16] Defendants vigorously litigated this case for the past six years, and a favorable result for Plaintiffs and the Settlement Class Members was far from certain. Plaintiffs' counsel was able to secure an excellent result for the original proposed class as well as Washoe County. Plaintiffs respectfully request the Court's approval of the compensation that Defendants have agreed to pay for this hard work. Of note, Justice Hardesty (Ret.) helped negotiate the Settlement and believes the amount of fees to be fair and reasonable under the circumstances. *See* Ex. 3 (Hardesty Decl.) at ¶¶ 15-20.

2. The* Brunzell *factors support Plaintiffs' requested attorneys' fees.

The Court's discretion to award attorneys' fees is "tempered only by reason and fairness." *Albios v. Horizon Communities, Inc.*, 122 Nev. 409, 427, 132 P.3d 1022, 1034 (2006) (quotation omitted). "In determining the amount of fees to award, the [district] court is not limited to one specific approach; its analysis may begin with any method rationally designed to calculate a reasonable amount, so long as the requested amount is reviewed in light of the" *Brunzell* factors. *Logan v. Abe*, 131 Nev. 260, 266, 350 P.3d 1139, 1143 (2015). Under *Brunzell*, the courts must consider the following factors:

> (1) the qualities of the advocate: his ability, his training, education, experience, professional standing and skill; (2) the character of the work to be done: its difficulty, its intricacy, its importance, time and skill required, the responsibility imposed and the prominence and character of the parties where they affect the importance of the litigation; (3) the work actually performed by the lawyer: the skill, time and attention given to the work; (4) the result: whether the attorney was successful and what benefits were derived.

Brunzell v. Golden Gate Nat'l Bank, 85 Nev. 345, 349, 455 P.2d 31, 33 (1969). The court must "expressly analyze each factor," but no single factor should be given undue weight. *Logan*, 131 Nev. at 266, 350 P.3d at 1143; *see also Shuette*, 121 Nev. at 865, 124 P.3d at 549. Information bearing on the court's *Brunzell* analysis must be presented by affidavit or other competent

[16] Unlike their hourly cases (and Defendants' counsel in this case), Plaintiffs' counsel have gone years without payment for their work rather than being paid each month. The time value of money, especially in recent years with significant inflation as reflected in the judicial interest rates, further supports a multiplier. The Court should also consider incentivizing competent counsel, like Plaintiffs' counsel, to file meritorious cases seeking to vindicate rights that would otherwise go unprotected.

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evidence. *See Miller v. Wilfong*, 121 Nev. 619, 624, 119 P.3d 727, 730 (2005).

The *Brunzell* factors all weigh in favor of awarding the requested attorneys' fees. Plaintiffs' lead counsel, Nathan Aman and Michael Gayan, have collectively spent nearly 40 years litigating complex cases in Nevada. Mr. Aman's commercial clients routinely pay his standard rate of $500 per hour for work in Washoe County and Clark County. *See* Aman Decl. at ¶ 14. Mr. Gayan has litigated scores of class action lawsuits in Nevada and venues around the country, numerous mass tort actions in Nevada and elsewhere, and dozens of complex commercial, construction defect, and other matters in Nevada. Mr. Gayan's commercial clients routinely pay his standard rate of $550 per hour. *See* Gayan Decl. at ¶ 9. Mr. Aman and Mr. Gayan used well-qualified attorneys and paralegals to assist them in this matter with rates their commercial clients routinely pay. *See* Aman Decl. at ¶¶ 11-14; Gayan Decl. at ¶¶ 4, 10, 14 Counsel's ability, training, education, experience, and professional skills are best reflected in the outcome of this complex, challenging class action against a massive corporation represented by experienced, formidable counsel.

The Court is familiar with and/or the docket reflects much of the work Plaintiffs' counsel has performed via the motion papers and oral advocacy at various hearings. In addition, Plaintiffs' counsel has conducted extensive discovery work and negotiated the detailed Settlement. *See* Aman Decl. at ¶ 12; Gayan Decl. at ¶ 7. The class action nature of this case complicated the process, which necessitated Mr. Gayan's involvement. For Plaintiffs and the thousands of Settlement Class Members, the work is highly important to the fair and orderly operation of their businesses. Consistent with their normal practice, Mr. Aman and Mr. Gayan assigned tasks to timekeepers with an appropriate level of experience and to avoid duplication of efforts. *See* Aman Decl. at ¶ 12; Gayan Decl. at ¶ 7. The character of the work to be done and the work actually performed to achieve the Settlement readily support the requested fee award.

Plaintiffs' counsel obtained favorable results for thousands of Settlement Class Members that will immediately improve WMN's collection and overage fee practices and last for at least a decade. Without the years of work performed by Plaintiffs' counsel, Plaintiffs contend that

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WMN could and would continue with the allegedly unreasonable practices detailed in the declarations from Ben Farahi, Jennifer Stein, Greg Peek, Coleman Welty, and Daniel Austin and the letters provided by Ben Harris of NAIOP Northern Nevada and Robin Crawford of the Nevada State Apartment Association. *See* 2/29/24 Reply, Ex. 2 & Ex. 16 at App'x D; 1/24/25 Mot., Exs. 50-52.[17] Instead, WMN has agreed to institute improved practices that are supported by Mr. Farahi, Ms. Stein, and Mr. Peek. *See* Exs. 1-2. WMN has agreed to make these changes for the next ten (10) years. In practice, WMN or its successor to the franchise agreements in the Class Municipalities will likely continue these practices even after that time, all to the benefit of the Commercial Customers in Northern Nevada for the foreseeable future. Plaintiffs and their counsel are proud of this result, and it supports granting the fee request.[18]

3. The situation warrants class representative service awards.

Plaintiffs respectfully request a service award of $5,000 per Plaintiff ($25,000 total) for filing and pursuing this action that resulted in the Settlement. Service awards are well-established and "fairly typical in class action cases." *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 958 (9th Cir. 2009); *see also Radcliffe v. Experian Info. Solutions Inc.*, 715 F.3d 1157, 1163 (9th Cir. 2013); *Andrews v. Plains All Am. Pipeline L.P.*, 2022 WL 4453864, at *4 (C.D. Cal. Sept. 20, 2022). Service awards of up to $10,000 are common. *See Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 267 (N.D. Cal. 2015) ("Incentive awards typically range from $2,000 to $10,000."); *Grissom v. Sterling Infosystems, Inc.*, 2024 WL 4627567, *n5 (S.D.N.Y. Oct. 30, 2024) (noting courts regularly approve service awards from $1,000 to $10,000).

[17] WMN denies that it has engaged in any unreasonable practices, and the evidence cited by Plaintiffs in their motion for leave to supplement the record (now withdrawn), would be contested and subject to further discovery. This continued dispute further supports the benefits of a settlement.

[18] To be clear, Plaintiffs request Court approval of attorneys' fees and costs under the Settlement Agreement and the substantial benefit doctrine as follows: (1) attorneys' fees of $1,774,459.34 for counsel's 2,700-plus billable hours worked on a contingent basis; (2) reimbursement of litigation costs totaling $180,540.66 incurred by counsel while working on a contingent basis; and (3) reimbursement to Plaintiffs of the $194,661.53, plus interest of $50,338.47 (totaling $245,000.00), paid to prosecute this class action prior to converting from an hourly fee agreement to a contingency fee agreement.

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Courts evaluating the reasonableness of such awards typically consider five factors: (1) the financial and personal risk undertaken by the class representative; (2) any notoriety or difficulties encountered; (3) the amount of time and effort invested; (4) the duration of the litigation; and (5) whether the representative derived any personal benefit. *See Van Vranken v. Atl. Richfield Co.*, 901 F.Supp. 294, 299 (N.D. Cal. 1995); *In re Cellphone Fee Termination Cases*, 186 Cal. App. 4th 1380, 1394-95 (2010). Courts also assess whether the incentive award is reasonable in light of the relief provided to the class. *See Radcliffe*, 715 F.3d at 1165; *Grant v. Cap. Mgmt. Servs., L.P.*, 2014 WL 888665 *5-6 (S.D. Cal. Mar. 5, 2014) (awarding class representative $5,000 in class action where only injunctive relief obtained).

Plaintiffs satisfy each factor justifying the modest service awards sought here. In initiating and sustaining this litigation, Plaintiffs took a significant financial risk by paying nearly $200,000 in attorneys' fees and costs before converting to a contingency fee structure. *See* Aman Decl. at ¶ 5. Beyond that large investment, Plaintiffs took very real reputational and operational risks by filing this action. Plaintiffs assisted their counsel in the prosecution of this action, including document collection and production, providing detailed a detailed declaration in support of the Certification Motion, and preparing for and providing deposition testimony. *See id*. at ¶ 6. Plaintiffs have persisted in pursuing this litigation for more than six years. Plaintiffs will receive about $75,000 as compensation for providing a much broader release than the Settlement Class Members, but that payment relates to the more than $160,000 in overage fees that Plaintiffs paid during the relevant period. *See id.* at ¶ 5. Therefore, Plaintiffs respectfully request approval of WMN's agreement to pay a service award of $5,000 per Plaintiff.

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V. CONCLUSION

For the foregoing reasons, the parties respectfully request that the Court enter the proposed Settlement Approval Order, attached hereto as **Exhibit 4**, providing for the following relief:

1. Certify the Settlement Class as defined in the Settlement Agreement under NRCP 23(c)(2);
2. Appoint Plaintiffs as class representatives and Plaintiffs' counsel as class counsel;
3. Approve the parties' proposed Class Action Settlement Agreement, including Defendants' payment to Plaintiffs as outlined above for the reimbursement and payment of reasonable attorneys' fees and costs and service awards of $5,000 per Plaintiff; and
4. Subject to approval of the Settlement, dismissal of the action with prejudice.

DATED this 10th day of July, 2025.

Respectfully submitted,

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AFFIRMATION

Pursuant to NRS 239B.030, the undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED this 10th day of July, 2025.

Respectfully submitted,

CLAGGETT & SYKES LAW FIRM

/s/ Michael Gayan
Michael J. Gayan, Esq. (#11135)
Katrina Stark, Esq. (#16006)
4104 Meadows Lane
Las Vegas, Nevada 89107

Nathan J. Aman, Esq. (#8354)
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of the law firm of CLAGGETT & SYKES LAW FIRM and that on the date shown below, I caused service of a true and correct copy of the attached:

JOINT MOTION FOR CLASS ACTION SETTLEMENT APPROVAL UNDER NRCP 23(f)

to be completed by:

__X__ electronic service upon electronically filing the within document with the Second Judicial District Court addressed to:

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Attorneys for Defendants

DATED this 10th day of July, 2025.

By: */s/ Nicole McLeod*

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Declaration of Michael J. Gayan in Support of Joint Motion for Class Action Settlement Approval Under NRCP 23(f)

I, Michael J. Gayan, Esq., state and affirm as follows:

1. I am an attorney at law duly licensed to practice in the State of Nevada. I am a partner at Claggett & Sykes Law Firm. Along with Nathan J. Aman of Viloria, Oliphant, Oster & Aman, LLP, I am Plaintiffs' counsel in the above-captioned matter (the "Action"). This Declaration is submitted in support of the Joint Motion for Class Action Settlement Approval Under NRCP 23(c)(2) ("Joint Motion").

2. The matters set out herein are based on my own personal knowledge developed through my work as Plaintiffs' counsel, including but not limited to discovery and litigation activities in this Action. If called upon as a witness, I would and could testify to those matters in this Declaration based upon my handling of the Action.

3. My co-counsel, Nathan J. Aman, will address relevant case details in his declaration filed concurrently in support of the Joint Motion, and I agree with his recitation of those details.

4. From March 2023 to January 2025, I represented Plaintiffs in this matter while at the firm of Kemp Jones, LLP. During that time, I oversaw, directed, and/or performed all work that Kemp Jones conducted in this Action. In February 2025, I left Kemp Jones and joined Claggett & Sykes Law Firm. I have continued to work as Plaintiffs' counsel after changing firms. Since February 2025, I have directed, overseen, and/or performed all work in this Action that has been conducted by Claggett & Sykes. For these reasons, this Declaration includes the qualifications, details, and other information related to the work performed by Kemp Jones and Claggett & Sykes from March 2023 to the present.

5. **Kemp Jones, LLP.** Kemp Jones is highly experienced in the prosecution of class actions, having successfully litigated a number of class actions in Nevada, including but not limited to *In re: Kitec Fitting Litigation* (Eighth Judicial District Court, Case No. A-04-493302-D) (35,000-member class action by Nevada homeowners for defective plumbing systems that

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resulted in settlements valued at approximately $250 million); *In re: Aspen Series BB Evaporator Coil Litigation* (Eighth Judicial District Court, Case No. A-14-710463-D) (60,000-member class action by Nevada homeowners for allegedly defective air conditioning units that resulted in $45 million settlement); *Forsyth v. Humana*, 119 S. Ct. 710 (1999) (84,000-member class action by Nevadans against Humana, Inc. and Humana Insurance that resulted in a settlement of approximately $28.8 million after a favorable ruling from the Supreme Court of the United States); *Harrison v. FMMR Investments, Inc., et al.* (Eighth Judicial District Court, Case No. A-10-624982-B) (10,000-member class action by Nevadans for alleged misconduct in collection of payday loans that resulted in vacating more than 10,000 judgments and nearly $2 million settlement fund); and *Turner v. Richmond American Homes of Nevada, Inc., et al.* (Eighth Judicial District Court, Case No. A-13-689790-D) (300-member class action by Nevada homeowners for allegedly defective air conditioning units that resulted in $3.7 million settlement). Kemp Jones has also been actively involved in significant class action litigation in other jurisdictions, including but not limited to the tobacco, breast implant, pedicle bone screw, Fen-Phen, and Vioxx litigation. More recently, Kemp Jones served on the Minnesota state court leadership committee for the *In re: Syngenta Litigation* that, in connection with the *In re: Syngenta AG MIR162 Corn Litigation*, resulted in a global settlement of $1,510,000,000 for all domestic corn farmers.

6. **Claggett & Sykes.** Claggett & Sykes is a plaintiff law firm with extensive experience in prosecuting high stakes lawsuits against major corporations throughout Nevada and the United States. I joined Claggett & Sykes to help form and, with Will Sykes, lead a new division focused on mass tort and class action litigation. As of today's date, this division includes nine attorneys plus numerous support staff members.

7. **Hours Expended and Work Undertaken**. The teams that I oversaw at Kemp Jones and Claggett & Sykes spent substantial hours working on this case from March 2023 to the present. At Kemp Jones and Claggett & Sykes, the attorneys and paralegals working on this Action recorded the time spent working on this matter in the firms' timekeeping software. I

assigned work to timekeepers with an appropriate level of experience and to avoid duplication of efforts. The work on this matter was extensive. More specifically, the work that I oversaw and/or performed on this case while at Kemp Jones and Claggett & Sykes includes but is not limited to the following tasks: designing and overseeing the execution of the overall case strategy; drafting the motion for class certification filed in September 2023, the reply in support of class certification filed in February 2024, and opposing Defendants' request to file a sur-reply in support of opposition to class certification; drafting the motion and reply to limit Defendants' expert, drafting the opposition to Defendants' motion to exclude Plaintiffs' expert, and arguing those expert motions at the evidentiary hearing on June 28, 2024; drafting the motion for reconsideration of the Court's order granting Defendants' motion to exclude Plaintiffs' expert; drafting the opposition to Defendants' motion to bifurcate discovery or protective order; drafting and serving dozens of discovery requests on Defendants; reviewing Defendants' discovery responses and meeting and conferring on many related issues; drafting the motion to compel Defendants' discovery responses; assisting with and overseeing the review of all documents Defendants produced; drafting responses to Defendants' discovery requests to Plaintiffs and meeting and conferring regarding related issues; interviewing various WMN commercial customers and former employees regarding the relevant facts and working with some of them to draft declarations in support of class certification; consulting and working with Plaintiffs' expert regarding many complex issues; preparing Plaintiffs' expert for his deposition and defending that deposition; reviewing Defendants' expert report and assisting in preparing his cross-examination during the evidentiary hearing; drafting a subpoena duces tecum to the City of Reno and overseeing review of the extensive documents produced; deposing the City of Reno representative; preparing for and participating in the mediation sessions with the Hon. Phillip Pro (Ret.) and the Hon. James Hardesty (Ret.), the latter of which ultimately resulted in the proposed Settlement; negotiating and drafting the Settlement Agreement; and assisting in drafting the instant joint motion for class action settlement approval.

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8. I found this to be a very hard-fought case, and I am proud of the result Plaintiffs' counsel and Plaintiffs accomplished for WMN's commercial customers in Northern Nevada. Based on my experience in this area of law and with class actions, I believe the proposed Settlement reached is fair, adequate, and reasonable.

9. **My Qualifications and Rate**. I was admitted to practice in 2008 after graduating from the UNLV Boyd School of Law. I was a partner at Kemp Jones for about eight (8) years. I am currently a partner at Claggett & Sykes and help lead the firm's mass torts and class action team. My practice has embraced many aspects of civil litigation, including but not limited to class actions, mass torts, complex commercial disputes, product liability actions, wrongful death actions, and residential and commercial construction defects and design defects. I have litigated cases before state and federal trial courts in Nevada and throughout the country from California to Massachusetts, as well as the Nevada Supreme Court, the Ninth Circuit Court of Appeals, and the Supreme Court of the United States. I have helped try cases to verdict and recovered more than $400 million for my clients, including *In re: Kitec Fitting Litigation* (twice), *In re: Aspen Series BB Evaporator Coil Litigation*; *Harrison v. FMMR Investments, Inc., et al.*; *Turner v. Richmond American Homes of Nevada, Inc., et al.*; and *In re: Syngenta Litigation*. More recently, I worked with Don Springmeyer who served as court-appointed liaison counsel in the antitrust class action against UFC on behalf of fighters, styled as *Le v. Zuffa, LLC*, Case No. 2:15-cv-01045-RFB-BNW, that resulted in a settlement of $375,000,000. I currently serve as court-appointed liaison counsel in the related antitrust class actions pending against UFC styled as *Johnson v. Zuffa LLC, et al.*, Case No. 2:21-cv-01189-RFB-BNW, *Cirkunovs v. Zuffa LLC, et al.*, Case No. 2:25-cv-00914-RFB-BNW, and *Davis v. Zuffa LLC, et al.*, Case No. 2:25-cv-00946-RFB-BNW, as well as in the data breach class action styled as *In re: Data Breach Security Litig. Against Caesars Entertainment, Inc.*, Case No. 2:23-cv-010447-ART-BNW and the related class action styled as *Gill v. Coforge, Inc., et al.*, Case No. 2:25-cv-00736-ART-BNW, filed on behalf of tens of millions of individuals whose personal data was disclosed to criminal actors. Since 2015, I have authored the Nevada section of the American Bar

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Association's annual class action treatise, *The Law of Class Action: Fifty-State Survey*. My typical rate while at Kemp Jones was $550 per hour, which my commercial clients routinely paid, and my typical rate at Claggett & Sykes is $750 per hour. For purposes of the Joint Motion, I have used my Kemp Jones rate for all time spent working on this case while at Claggett & Sykes.

10. The table below provides a summary of the hours expended by billable timekeepers (i.e., attorneys, paralegals, and law clerks) at Kemp Jones and Claggett & Sykes who performed work in this Action from March 2023 through July 7, 2025. The table includes the name of each person who worked on the case, job position, hourly billing rate, the number of hours expended, and the resulting lodestar for each timekeeper. My number of hours includes the time I have worked on this matter while at Kemp Jones and at Claggett & Sykes. I have used my lower rate of $550 per hour on all time I spent on this case, including my time at Claggett & Sykes, for purposes of this Declaration and calculating my personal lodestar. The rates in the following table reflect the market rates that the firms' commercial clients routinely pay for each timekeeper.

Name	Position	KJ Hours	CS Hours	Rate	Lodestar
Michael J. Gayan	Partner	523.6	53.7	$550	$317,515.00
Don Springmeyer	Of Counsel	54.7	0	$700	$38,290.00
Katrina Stark	Associate	645.1	28.2	$350	$235,655.00
Jackson Wong	Associate	39.4	0	$350	$13,790.00
Laura Rios	Associate	1.9	0	$350	$665.00
Maddie Florance	Associate	1.6	0	$350	$560.00
Troy Clark	Associate	41.4	0	$400	$16,560.00
Joseph Laurita	Associate	58	0	$350	$20,300.00
Lexi Anderson	Paralegal	365.4	0	$225	$82,215.00
Nicole McLeod	Paralegal	8.6	2.6	$225	$2,520.00
Jessica McAndrew	Law Clerk	7.2	0	$85	$612.00
Camille Laude	Law Clerk	4.8	0	$85	$408.00
Totals		**1,751.7**	**84.5**		**$729,090.00**

11. As set forth above, Kemp Jones and Claggett & Sykes expended 1,836.2 hours of billable time to prosecute this Action, resulting in a lodestar of $729,090.00. This lodestar does

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not include the time that I and other timekeepers have spent and will spend after July 7, 2025, to see this matter to its conclusion, including (a) finalizing and filing the Joint Motion and all supporting documents; (b) preparing for, traveling to, and attending the Settlement Approval hearing on July 18, 2025; and (c) working with defense counsel to ensure implementation of the Settlement terms.

12. The Kemp Jones and Claggett & Sykes lodestar does not include charges for litigation expenses, such as expert fees, mediation fees, transcripts, and other litigation-related expenses ("Litigation Expenses"). As of the date of this filing, Kemp Jones' records reflect a total of $118,951.37 in unreimbursed Litigation Expenses in connection with this Action and Claggett & Sykes' records reflect a total of $1,950.25 in such expenses. I have booked flights to and from Reno for the hearing on July 18, 2025. Based on the cost of those flights plus a reasonable estimate for other expenses (e.g., rideshare, meals), I estimate those expenses will total $750.00. These expenses are not included in the $1,950.25 already expended. Kemp Jones and Claggett & Sykes incurred Litigation Expenses totaling $121,651.62 after including my estimated travel costs for the July 18 hearing. I ensured that Kemp Jones and Claggett & Sykes did not incur any Litigation Expenses that were not reasonable and necessary for the successful prosecution of this Action. Below is a breakdown of Litigation Expenses incurred by Kemp Jones and Claggett & Sykes:

Litigation Expense	KJ Costs	C&S Costs	Total Costs
Expert Fees	$71,723.65	$0	$71,723.65
Mediation Fees	$4,750.00	$1,950.25	$6,700.25
Transcripts/Court Reporter Fees	$7,303.60	$0	$7,303.60
Discovery/Document Vendor	$16,818.26	$0	$16,818.26
Other Litigation Expenses	$3,539.21	$0	$3,539.21
Westlaw/Filing Fees	$12,740.74	$0	$12,740.74
Travel & Lodging	$2075.91	$0	$2,075.91
Est. Settlement Approval Costs	$0	$750.00	$750.00
Totals	**$118,951.37**	**$2,700.25**	**$121,651.62**

13. The Litigation Expenses were reasonable and actually and necessarily incurred by Kemp Jones and Claggett & Sykes to pursue Plaintiffs' claims and are reflected on the books

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and records that the firms maintained in the ordinary course of business. These books and records are prepared from invoices, receipts, expense vouchers, check records, and other records and are an accurate record of the expenses incurred in this litigation. The rates charged for all internal expenses incurred by Kemp Jones (e.g., photocopying, messenger expenses, postage) are the same irrespective of whether the case is billed on an hourly basis or is a contingent matter. As a result, the rates charged are necessarily market-sensitive and market-competitive because they are subject to and controlled by an overriding check imposed by Kemp Jones' non-contingent clients.

14. In addition to the substantial number of hours Kemp Jones and Claggett & Sykes devoted to this Action and litigation costs they incurred for Plaintiffs' and the proposed class members' benefit, the firms undertook all the risks of this Action on a contingent fee basis. The firms understood they were taking on a complex, expensive, and lengthy litigation, which would require the investment of hundreds, if not thousands, of hours of billable time, with no guarantee of ever being compensated for the investment of time and money this complex case would require. In undertaking that responsibility, the firms assured that sufficient resources were dedicated to the successful prosecution of this Action. The allocation of resources to this Action required the firms to forgo other potentially profitable cases due to the firms' limited resources.

15. Many contingent fee cases do not result in compensation for counsel because cases are dismissed at the pleadings stage, lost at summary judgment or after a trial on the merits, or reversed on appeal after a substantial amount of billable hours and staff time and significant out-of-pocket costs. Many hard-fought contingent fee lawsuits ultimately produce no fee for counsel because of the discovery of facts unknown when the case was commenced, changes in the law while the case was pending, or decisions of judges or juries following a trial on the merits, despite counsel's best efforts.

16. Unlike counsel for Defendants, who are paid an hourly rate and paid for their expenses regularly, the firms have received no compensation for their services in prosecuting this Action for more than two years, nor have they received reimbursement of their out-of-pocket

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expenses. The significant outlay of personnel resources and cash has been completely at risk and wholly dependent upon obtaining results for Plaintiffs and the proposed class members.

17. I personally negotiated all aspects of the Settlement Agreement with Defendants' counsel and at the mediation with Justice Hardesty (Ret.) on June 10, 2025. Neither I nor my co-counsel discussed or negotiated any payment to Plaintiffs with Defendants' counsel or the mediator until after all material terms of injunctive relief for the Settlement Class Members had been agreed to in writing with Defendants.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 10, 2025, in Las Vegas, Nevada.

/s/ Michael Gayan
Michael J. Gayan

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Declaration of Nathan J. Aman in Support of Joint Motion for Class Action Settlement Approval Under NRCP 23(f)

I, Nathan J. Aman, Esq., state and affirm as follows:

1. I am an attorney at law duly licensed to practice in the State of Nevada. I am a partner at Viloria, Oliphant, Oster & Aman, LLP. Along with Michael J. Gayan of Claggett & Sykes Law Firm, I am Plaintiffs' counsel in the above-captioned matter (the "Action"). This Declaration is submitted in support of the Joint Motion for Class Action Settlement Approval Under NRCP 23(c)(2).

2. The matters set out herein are based on my own personal knowledge developed through my work as Plaintiffs' counsel, including but not limited to discovery and litigation activities in this Action. If called upon as a witness, I would and could testify to those matters in this Declaration based upon my handling of the Action.

3. Plaintiffs Sierra Woods, LLC, Bella Lago, LLC, Sherwood Forest Apartments, LLC, Lansdowne, LLC, and Biggest Little Investments, LP, own commercial properties in Northern Nevada and are subject to WMN's policies and practices under the exclusive franchise agreements that WMN holds with the City Municipalities.

4. From October 2019 to the present, I have represented Plaintiffs in this matter. During this time, I have overseen, directed, and/or performed all work that Viloria, Oliphant, Oster & Aman, LLP conducted in this Action.

5. Before retaining Viloria, Oliphant, Oster & Aman, LLP, another local firm represented Plaintiffs on an hourly basis. The original class action complaint was filed in the Second Judicial District Court, Washoe County, on April 9, 2019. Defendants filed a motion to dismiss and disqualify in May 2019, which Plaintiffs opposed. In October 2019, my firm substituted for Plaintiffs' counsel. Prior to retaining my firm, Plaintiffs paid $11,586.46 in attorneys' fees and litigation costs to pursue this class action with their previous firm. Initially, Plaintiffs retained my firm on an hourly basis and paid a total of $183,075.07 in attorneys' fees

and costs. In December 2022, my firm agreed to continue representing Plaintiffs in this action on a contingent-fee basis.

6. During the relevant period, Plaintiffs paid more than $160,000 in overage fees to WMN. Despite the uncertainty, time, and stress from pursuing this hard-fought litigation, Plaintiffs persisted in it for more than six years. Notably, my litigation team and I spoke with several of WMN's commercial customers (or their representatives) who were afraid to come forward out of fear that WMN would retaliate against them. Plaintiffs were integral to the success of this settlement and actively assisted in the prosecution of this action by collecting numerous documents, providing a detailed declaration in support of class certification, preparing for and providing deposition testimony, continuing to follow up and provide assistance throughout, and attending the mediation sessions.

7. The parties engaged in extensive discovery throughout this litigation, including propounding and responding to multiple sets of written discovery, producing numerous documents totaling thousands of pages, engaging in meet-and-confer efforts and discovery motion practice, serving a subpoena duce tecum on the City of Reno and reviewing the tens of thousands of responsive documents, producing expert disclosures for the purpose of class certification, and deposing Plaintiffs, the parties' respective experts, and a City of Reno representative.

8. Plaintiffs retained industry expert Bob Wallace, a former Waste Management executive, who consulted extensively with counsel to investigate the facts and issues in this matter and drafted a report in support of class certification, provided a deposition, and testified at an evidentiary hearing.

9. My firm and my co-counsel's firm also conducted witness interviews with several WMN commercial customers, various local and state representative groups, and former WMN employees, some of whom provided written declarations in support of class certification.

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10. Under the current WMN system, discovery showed that Settlement Class Members in Reno, Sparks, and Carson City paid Defendants more than $11,000,000 in overage fees from 2019 to 2023—the time when the overage fees were greatest.

ATTORNEYS FEES AND COSTS

11. **Viloria, Oliphant, Oster & Aman, LLP.** Viloria, Oliphant, Oster & Aman, LLP has handled a myriad of complex legal matters in multiple practice areas and has litigated complex and high-profile matters throughout Nevada since 1998. In terms of experience, the firm is comprised of a team of top-rated lawyers with more than 100 years of combined experience, serving clients in nearly every jurisdiction in Nevada. Viloria, Oliphant, Oster & Aman is AV® Rated by Martindale-Hubbell®, with its practitioners recognized by their peers and the bench as some of the best counselors in the area.

12. **Hours Expended and Work Undertaken**. The team that I oversaw at Viloria, Oliphant, Oster & Aman, LLP spent substantial hours working on this case from October 2019 to the present. The attorneys and paralegals working on this Action recorded the time spent working on this matter in the firm's timekeeping software. I assigned tasks to timekeeps with an appropriate level of experience and to avoid duplication of efforts. The work that I oversaw and/or performed on this case includes but is not limited to the following tasks: designing and overseeing the execution of the overall case strategy; drafting the opposition to Defendants' October 2019 motion to dismiss and arguing at the hearing; drafting the motion for leave to file amended class action complaint and the associated amended class action complaint; drafting the opposition to Defendants' motion to dismiss the amended class action complaint and arguing at the hearing; conferring with Defendants and drafting the joint case conference report; drafting the oppositions to Defendants' motions for summary judgment and arguing at the hearing; conferring with Defendants regarding stipulations to extend various deadlines and modify briefing schedules; working with Plaintiffs to gather numerous documents and drafting a detailed declaration in support of class certification; drafting and serving dozens of discovery requests on Defendants; reviewing Defendants' discovery responses and meeting and conferring on many

related issues; assisting with and overseeing the review of all documents Defendants produced; drafting responses to Defendants' discovery requests to Plaintiffs and meeting and conferring regarding related issues; interviewing various WMN commercial customers and former employees regarding the relevant facts and working with some of them to draft declarations in support of class certification; consulting and working with Plaintiffs' expert regarding many complex issues; preparing for and participating in the mediation sessions that ultimately resulted in the proposed Settlement; and assisting in drafting the instant joint motion for class action settlement approval.[19]

13. **My Qualifications and Rate**. I was admitted to practice in 2003 after graduating from Pepperdine Caruso School of Law. I have been a partner at Viloria, Oliphant, Oster & Aman, LLP for 16 years. My practice has embraced many aspects of civil litigation, including but not limited to complex litigation, major construction disputes, and significant business disputes.

14. The table below provides a summary of the hours expended by billable timekeepers (i.e., attorneys, paralegals, and law clerks) at Viloria, Oliphant, Oster & Aman, LLP who performed work in this Action and only contains the billable hours since our firm converted to a contingency arrangement with our clients in this litigation. The table includes the name of each person who worked on the case, job position, hourly billing rate, the number of hours expended, and the resulting lodestar for each timekeeper. The rates in the table below reflect the market rates that the firm's commercial clients routinely pay for each timekeeper.

Name	Position	Hours	Rate	Lodestar
Nathan J. Aman	Partner	390.7	$500	$195,350.00
Emilee Hammond	Associate	237.0	$425	$100,725.00
Alexandra Tognoni	Paralegal	238.3	$295	$70,298.50
Annaleise Gabica	Associate	40.3	$350	$14,105.00
Shawn Oliphant	Partner	0.3	$500	$150.00
Savannah Schroeder	Paralegal	2.3	$195	$448.50
Totals		**908.9**		**$381,077.00**

[19] Once my co-counsel, Michael Gayan, appeared in this case, his firms typically took the lead in drafting the briefs as set out in his Declaration, which my firm assisted in with locating facts and documents, conducting legal research, reviewing/editing, and filing.

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15. As set forth above, Viloria, Oliphant, Oster & Aman, LLP has expended 908.9 hours of billable time to prosecute this Action, resulting in a lodestar of $381,077.00. This lodestar does not include the time the attorneys and paralegals will spend to see this matter to its conclusion, including preparing for and attending the Settlement Approval hearing and working with Defense Counsel to ensure implementation of the Settlement terms.

16. The Viloria, Oliphant, Oster & Aman, LLP lodestar does not include charges for litigation expenses, such as expert fees, mediation fees, transcripts, and other litigation-related expenses ("Litigation Expenses"). As of the date of this filing, Viloria, Oliphant, Oster & Aman, LLP's records reflect a total of $58,889.04 in unreimbursed Litigation Expenses in connection with this Action. Overall, Plaintiffs' counsel did not incur any litigation expenses that were not reasonable and necessary for the successful prosecution of this Action. Below is a breakdown of Litigation Expenses incurred by Viloria, Oliphant, Oster & Aman, LLP:

Litigation Expense	Costs
Expert Fees	$33,111.85
Mediation Fees	$3,225.00
Transcripts/Court Report Fees	$4,622.53
Discovery/Document Vendor	$7,496.18
Other Litigation Expenses	$10,433.48
Total	$58,889.04

17. The Litigation Expenses were reasonable and actually and necessarily incurred by Viloria, Oliphant, Oster & Aman, LLP to pursue Plaintiffs' claims and are reflected on the books and records that Viloria, Oliphant, Oster & Aman, LLP maintained in the ordinary course of business. These books and records are prepared from invoices, receipts, expense vouchers, check records, and other records and are an accurate record of the expenses incurred in this litigation. The rates charged for all internal expenses incurred (e.g., photocopying, messenger expenses, postage) are the same irrespective of whether the case is billed on an hourly basis or is a contingent matter. As a result, the rates charged are necessarily market-sensitive and market-competitive because they are subject to and controlled by an overriding check imposed by the firm's non-contingent clients.

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18. In addition to the substantial number of billable hours Viloria, Oliphant, Oster & Aman, LLP devoted to this Action and litigation costs it incurred for Plaintiffs' and proposed class members' benefit, the firm undertook all the risks of this Action on a contingent fee basis for the past two-plus years. After agreeing to continue representing Plaintiffs on a contingent basis, Viloria, Oliphant, Oster & Aman, LLP understood this was likely to be a complex, expensive, and lengthy litigation, which would require the investment of hundreds, if not thousands, of hours of billable time, with no guarantee of ever being compensated for the investment of time and money this case would require. In undertaking that responsibility, Viloria, Oliphant, Oster & Aman, LLP assured that sufficient resources were dedicated to the successful prosecution of this Action. The allocation of resources to this Action required Viloria, Oliphant, Oster & Aman, LLP to forgo other potentially profitable cases due to the firm's limited resources.

19. Unlike counsel for Defendants, who are paid an hourly rate and paid for their expenses regularly, Viloria, Oliphant, Oster & Aman, LLP has received no compensation for its services in prosecuting this Action for more than two years, nor has it received reimbursement of any of its out-of-pocket expenses incurred during that time. The significant outlay of personnel resources and cash has been completely at risk and wholly dependent upon obtaining results for Plaintiffs and the proposed class members.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 10, 2025, in Reno, Nevada.

/s/ Nathan Aman
Nathan J. Aman

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INDEX OF EXHIBITS

Exhibit	Description	Number of Pages (exclusive of tabs)
1	Class Action Settlement Agreement	26
2	Declarations of Jennifer Stein and Gregory Peek	4
3	Declaration of Hon. James W. Hardesty, Ret.	3
4	(Proposed) Order re Settlement Approval	7

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