

1 Eric H. Gibbs (State Bar No. 178658)
ehg@girardgibbs.com
2 Amy M. Zeman (State Bar No. 273100)
3 amz@girardgibbs.com
GIRARD GIBBS LLP
4 601 California Street, 14th Floor
San Francisco, California 94108
5 Telephone: (415) 981-4800
6 Facsimile: (415) 981-4846

7 Attorneys for Plaintiffs

8 (Additional counsel listed on signature page)

9
10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **OAKLAND DIVISION**

13 NANSEE PARKER and PHONG PHAM, on
14 behalf of themselves and those similarly situated,

15 Plaintiffs,

16 v.

17 DISH NETWORK L.L.C.,

18 Defendant.

Case No. 4:11-CV-01457-PJH

**NOTICE OF MOTION AND MOTION FOR
ATTORNEYS' FEES, EXPENSES AND
INCENTIVE AWARDS**

Date: March 21, 2012

Time: 9:00 a.m.

Judge: Hon. Phyllis J. Hamilton

NOTICE OF MOTION AND MOTION

PLEASE TAKE NOTICE that on March 21, 2012, at 9:00 a.m. before the Honorable Phyllis J. Hamilton in Courtroom 3, 3rd Floor of the United States District Court for the Northern District of California, Oakland Division, located at 1301 Clay Street, Oakland, California 94612, Plaintiffs Nansee Parker and Phong Pham will and hereby do move for an order awarding attorneys' fees, expenses and incentive awards.

Plaintiffs bring this motion pursuant to Federal Rule of Civil Procedure 23(h) on the grounds that the parties' settlement agreement authorizes the requested award. Plaintiffs' motion is based on this notice; the accompanying Memorandum of Points and Authorities and Joint Declaration of Eric H. Gibbs, Andrew N. Friedman, and Richard B. Wentz; and all other papers filed and proceedings had in this action.

DATED: February 13, 2012

Respectfully submitted,

GIRARD GIBBS LLP

By: /s/ Eric H. Gibbs

Eric H. Gibbs
601 California Street, 14th Floor
San Francisco, CA 94108
Telephone: (415) 981-4800
Facsimile: (415) 981-4846

TABLE OF CONTENTS

1
2
3 I. INTRODUCTION1
4 II. ARGUMENT1
5 A. The Court’s Role In Evaluating The Fee Agreement Of The Parties1
6 B. The Agreed-Upon Fee Is Reasonable Under The Lodestar Calculation.....2
7 1. Class Counsel’s Time Was Reasonably Spent2
8 2. Class Counsel’s Hourly Rates Are Reasonable5
9 3. Class Counsel’s Work in this Case Justifies an Upward Adjustment6
10 C. The Requested Service Awards Are Reasonable and Appropriate.....8
11 III. CONCLUSION8
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF AUTHORITIES

Cases

Buccellato v. AT&T Operations, Inc.
2011 WL 4526673 (N.D. Cal. June 30, 2011) 5

City of Burlington v. Dague
505 U.S. 557 (1992)..... 6

Cunningham v. County of Los Angeles
879 F.2d 481 (9th Cir. 1988) 2

Eldridge v. Electronic Arts Inc.
5:08-CV-04421 (N.D. Cal.) 8

Grannan v. Alliant Law Group, P.C.
2012 WL 216522 (N.D. Cal. Jan. 24, 2012) 6, 7

Hensley v. Eckerhart
461 U.S. 424 (1983)..... 2

In re Charles Schwab Corp. Securities Litig.
2011 WL 1481424 (N.D. Cal. Apr. 19, 2011) 6

In re Nuvelo, Inc. Securities Litig.
2011 WL 2650592 (N.D. Cal. July 6, 2011)..... 5

In re Wells Fargo Loan Processor Over-Time Pay Litigation
2011 WL 3352460 (N.D. Cal. Aug. 2, 2011) 5

Kent v. Hewlett-Packard Co.
2011 WL 4403717 (N.D. Cal. Sept. 20, 2011) 2, 8

Kerr v. Screen Extras Guild, Inc.
526 F.2d 67 (9th Cir. 1976); 6

Lara v. Renaissance Hotel Operating Co.
2011 WL 6002521 (D. Haw. Nov. 29, 2011) 2, 6

Morales v. City of San Rafael
96 F.3d 359 (9th Cir. 1997) 6

Parkinson v. Hyundai Motor America
796 F. Supp. 2d 1160 (C.D. Cal. 2010) 6

1 *Perez v. Safety-Kleen Sys., Inc.*
2 2010 WL 934100 (N.D. Cal. Mar. 15, 2010)..... 2

3 *Rodriguez v. West Publishing Corp.*
4 563 F.3d 948 (9th Cir. 2009) 8

5 *Staton v. Boeing*
6 327 F.3d 938 (9th Cir. 2003) 1

7 *Sugarman v. Ducati North America, Inc.*
8 2012 WL 113361 (N.D. Cal. Jan. 12, 2012)..... 5, 8

9 *Vizcaino v. Microsoft Corp.*
10 290 F3d 1043 (9th Cir.) 7

11 *Winterrowd v. Am. Gen. Annuity Ins. Co.*
12 556 F.3d 815 (9th Cir. 2009) 5

13 **Rules**

14 Fed. R. Civ. P. 23..... 1

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 After filing this action to address a rate increase imposed by DISH Network L.L.C. (“DISH”) on
4 subscribers engaged in two year contracts, Plaintiffs negotiated a settlement with DISH that provides a
5 selection of benefits to class members. In the interest of efficiency and certainty, the parties chose to
6 settle on the amount of attorneys’ fees, expenses and incentive awards rather than litigate the issue.
7 Accordingly, the parties agreed Plaintiffs would neither seek nor accept a fee award and cost
8 reimbursement of more than \$817,500, and, in turn, DISH wouldn’t oppose Plaintiffs’ application so
9 long as it is capped at \$817,500. The parties also agreed on \$500 incentive awards for each of the
10 named Plaintiffs. The parties’ agreements are, of course, subject to this Court’s approval.

11 Plaintiffs now request that the Court approve the fee authorized by the parties’ agreement under
12 Federal Rule of Civil Procedure 23(h). The lodestar analysis under Ninth Circuit case law confirms the
13 reasonableness of the agreed-upon fee. Class counsel dedicated 1647.45 hours to pursue claims on
14 behalf of the class and negotiate a settlement that provides valuable benefits in a timely manner. At
15 class counsel’s customary rates, this results in a lodestar of \$712,819.25. In addition, class counsel
16 incurred \$24,582.08 in expenses in this matter. The agreed-upon fee reasonably reimburses class
17 counsel for these expenses and the lodestar, with a modest upward adjustment via a 1.1 multiplier. In
18 light of the contingency risk class counsel bore, the positive results they achieved (which have been well
19 received by the class), and the additional time class counsel will dedicate to addressing class member
20 questions in the coming weeks, Plaintiffs believe the parties reached a reasonable agreement on a fee
21 amount that warrants Court approval. Plaintiffs further request that the Court approve incentive awards
22 of \$500 to each of the named Plaintiffs in recognition of their efforts to serve the interests of the class.

23 **II. ARGUMENT**

24 **A. The Court’s Role In Evaluating The Fee Agreement Of The Parties**

25 Following the settlement of a class action, “the court may award reasonable attorney’s fees and
26 nontaxable costs that are authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). To
27 protect the interests of the class affected by the settlement, the Court must carefully assess the
28 reasonableness of the parties’ fee agreement. *Staton v. Boeing*, 327 F.3d 938, 963 (9th Cir. 2003).

1 However, the Court need not exercise the same level of scrutiny as applied in a litigated fee motion. *Id.*
2 at 966 (noting that “the parties are compromising precisely to avoid litigation”).

3 While the Court has discretion to determine what constitutes a reasonable fee award, *see*
4 *Cunningham v. County of Los Angeles*, 879 F.2d 481, 484 (9th Cir. 1988), the determination generally
5 requires the Court to multiply the number of hours reasonably expended by a reasonable hourly rate to
6 calculate a lodestar amount and then adjust the lodestar upward or downward as appropriate, *Kent v.*
7 *Hewlett-Packard Co.*, 5:09-CV-05341, 2011 WL 4403717, at *4 (N.D. Cal. Sept. 20, 2011); *Perez v.*
8 *Safety-Kleen Sys., Inc.*, C-05-5338, 2010 WL 934100, at *3 (N.D. Cal. Mar. 15, 2010); *Lara v.*
9 *Renaissance Hotel Operating Co.*, CIV-08-00560, 2011 WL 6002521, at *3, (D. Haw. Nov. 29, 2011).
10 The lodestar calculation provides the Court with an “objective basis” from which to evaluate the
11 requested fee award. *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983).

12 **B. The Agreed-Upon Fee Is Reasonable Under The Lodestar Calculation**

13 To date, class counsel have invested a total of 1647.45 hours toward this litigation and
14 settlement. Joint Decl. of Eric H. Gibbs, Andrew N. Friedman, and Richard Wentz (hereinafter, “Joint
15 Decl.”) ¶ 18. Applying hourly rates ranging from \$200 to \$225 for litigation assistants and \$330 to
16 \$710 for attorneys, this results in a total lodestar of \$712,819.25. Joint Decl. ¶¶ 18-19 .

17 **1. Class Counsel’s Time Was Reasonably Spent**

18 Class counsel began litigating this case in February 2011 upon hearing from consumers about a
19 rate increase imposed by DISH for its satellite television services. The rate increase affected DISH
20 customers who were bound by two year contracts for which DISH had advertised a set discounted rate
21 for the first 12 months. Many of these customers were upset that DISH increased their prices, and
22 believed that DISH did so without their consent. Class counsel spent several weeks investigating
23 consumer complaints, gathering factual data, and researching potential legal claims that might provide
24 relief to DISH customers. Joint Decl. ¶¶ 7-7.

25 Recognizing that any relief obtained would become less valuable as class members’ two-year
26 contracts cycled to an end, class counsel opened a dialogue with DISH’s counsel soon after filing
27 Plaintiffs’ complaint in late March. Class counsel hoped to promptly develop and implement an
28 informal, streamlined discovery plan that would establish the basis for a well-informed mediation

1 session at which Plaintiffs would test the merits of their claims and DISH's defenses. Plaintiffs' goal
2 was to obtain an early resolution to the litigation that would deliver timely and valuable benefits to the
3 class while minimizing costs and conserving judicial resources. Joint Decl. ¶ 9.

4 Despite their mutual interest in an early resolution of Plaintiffs' claims, the parties had very
5 different goals for the outcome of the planned mediation session. Thus, reaching agreement on an
6 accelerated discovery plan proved contentious and required numerous meet and confer communications,
7 both in person, by phone conference and through e-mail. At the same time, the parties worked though a
8 disagreement regarding what entities were properly named as defendants and prepared an unopposed
9 motion to appoint interim class counsel. Joint Decl. ¶¶ 10 & 12.

10 After extensive negotiations regarding discovery, DISH ultimately produced several thousand
11 pages of account information, print and online advertisements, and multiple versions of the consumer
12 contracts DISH utilized for its consumer satellite service. DISH also produced several animated, digital
13 internet advertisements and dozens of television advertisements. Culling through this material proved
14 particularly time consuming because of the importance of the precise information conveyed in the
15 advertisements. Class counsel had to analyze the uniformity of the advertisements for their own claims
16 while tracking the fine print language on which DISH was relying for some of its defenses. In addition,
17 DISH provided extensive consumer subscriber data in raw form, which class counsel was able to
18 manipulate into a useful format that tracked the number of consumers affected by the rate increase and
19 for what portion of their two-year contracts. Developing these numbers required a significant amount of
20 time but was highly relevant to evaluating the potential damages in the case and later negotiating relief
21 of an appropriate value. Joint Decl. ¶ 11.

22 In May 2011, DISH filed motions to transfer this action to Colorado and to dismiss Plaintiffs'
23 claims. As DISH filed these motions prior to the parties' planned mediation, class counsel was able to
24 fully evaluate the merits of DISH's arguments and prepare counter-arguments that would be tested at the
25 mediation. Informed by extensive discovery and DISH's pending motions, class counsel engaged in a
26 two-day mediation session with DISH in late July 2011. The mediation culminated in an agreement in
27 principle under which DISH would provide an assortment of benefits to class members. Different
28 benefits were crafted based on where class members fell within their two-year contract at the time of the

1 rate increase and for how many months during the first 12 months of a contract each had paid the rate
2 increase. Joint Decl. ¶¶ 13 & 14.

3 Class counsel then began drafting the formal settlement agreement and preparing preliminary
4 approval papers, continuing to engage in negotiations with DISH as disagreements arose over the
5 details. For example, class counsel felt strongly that the claims forms submission process should be as
6 simple as possible and include an e-mail option. DISH, in contrast, was adamant that only original,
7 mailed claim forms could be accepted. Class counsel was ultimately successful in securing an e-mail
8 claim form submission option for class members. Further negotiations also ensued over the expiration
9 period for pay-per-view vouchers claimed by class members and how long access codes for the
10 Blockbuster By Mail benefit would remain active. Working through these and other issues required
11 considerable time. Joint Decl. ¶ 15.

12 Finally, class counsel has expended significant time and effort addressing class member
13 questions following the dissemination of notice. DISH began sending notice by mail and e-mail in early
14 January and continued sending notices on a rolling basis until late January. Although DISH established
15 a dedicated phone number to address class member questions and class counsel maintained a
16 comprehensive website with information about the settlement and links to claim forms, many consumers
17 contacted class counsel directly with wide-ranging questions. To date, almost 4000 class members have
18 reached out to class counsel by phone or e-mail and class counsel has responded to almost every one.
19 Most frequently, class members were looking for claim forms, while many others wanted more
20 information about the lawsuit, the benefits available under the settlement, or the options available to
21 accept, opt-out of, or comment on the proposed settlement. Class counsel expects to spend additional
22 time responding to class member questions and comments, at least until the claims submission deadline
23 in mid-March and likely beyond that as class members inquire about the status of settlement approval
24 and the distribution of benefits. Joint Decl. ¶ 16.

25 This summary of class counsel's work in the present action, supplemented by the details
26 included in the accompanying joint declaration, demonstrates the reasonableness of the hours class
27 counsel expended to achieve the proposed settlement. While class counsel considers this summary
28 method more accessible and useful to the Court in evaluating their efforts on behalf of the class than

1 voluminous daily time records, the latter are readily available for submission should the Court prefer.
2 *See Winterrowd v. Am. Gen. Annuity Ins. Co.*, 556 F.3d 815, 827 (9th Cir. 2009) (considering counsel's
3 testimony regarding the hours worked on a case sufficient to support a fee award).

4 2. Class Counsel's Hourly Rates Are Reasonable

5 Class counsel calculated the total lodestar using their regular hourly rates, which range from
6 \$200 to \$225 for the litigation assistants and \$330 to \$710 for the attorneys who worked on this action.
7 *See Joint Decl.* ¶ 19. A review of recent fee awards confirms that these hourly rates align with rates
8 prevailing for class action litigation in the community.

- 9 • In January 2012, Judge Fogel approved attorneys' fees requested by Girard Gibbs LLP and
10 calculated with hourly rates ranging from \$200 for litigation assistants and \$330-\$675 for
11 four attorneys who also worked on the present action at the same rates. *See Sugarman v.*
12 *Ducati North America, Inc.*, No. 5:10-CV-05246, 2012 WL 113361, at *6 (N.D. Cal. Jan.
13 12, 2012); *Sugarman*, Dkt. No. 81 (Decl.) 7.
- 14 • In August 2011, Judge Chen approved attorneys' fees calculated with hourly rates ranging
15 from \$500-\$675 for attorneys and \$125-\$225 for professional staff. *In re Wells Fargo Loan*
16 *Processor Over-Time Pay Litigation*, No. C-07-1841, 2011 WL 3352460, at *10 (N.D. Cal.
17 Aug. 2, 2011); *Wells Fargo*, Dkt. No. 181 (Decl.) 7.
- 18 • In July 2011, Judge Breyer approved attorneys' fees checked against a lodestar calculated
19 with hourly rates ranging from \$350-\$500 for associates and \$500-\$700 for partners. *In re*
20 *Nuvelo, Inc. Securities Litig.*, No. C-07-04056, 2011 WL 2650592, at *3 (N.D. Cal. July 6,
21 2011); *Nuvelo*, Dkt. No. 159-4 (Decl.), Exh. 2.
- 22 • In June 2011, Judge Koh approved attorneys' fees calculated with hourly rates ranging from
23 \$140-\$175 for paralegals and \$290-\$740 for attorneys. *Buccellato v. AT&T Operations,*
24 *Inc.*, No. C-10-00463, 2011 WL 4526673, at *4 (N.D. Cal. June 30, 2011); *Buccellato*, Dkt.
25 No. 66 (Decl.), Exh. A.
- 26 • In April 2011, Judge Alsup approved attorneys' fees checked against a lodestar calculated
27 with hourly rates ranging from \$150 for paralegals, \$325-\$425 for associates, and \$380-
28

1 \$650 for partners. *In re Charles Schwab Corp. Securities Litig*, No. 08-01510, 2011 WL
2 1481424, at *8 (N.D. Cal. Apr. 19, 2011); *see Schwab*, Dkt. No. 853 (Decl.) 18.

- 3 • In September 2010, Judge Stotler awarded attorneys' fees to Girard Gibbs LLP (and others)
4 and, over defendants' objection, found Girard Gibbs' attorneys' hourly rates ranging from
5 \$445-\$675 reasonable. *Parkinson v. Hyundai Motor America*, 796 F. Supp. 2d 1160, 1172-
6 73 (C.D. Cal. 2010).

7 3. Class Counsel's Work in this Case Justifies an Upward Adjustment

8 The Ninth Circuit has identified the following factors as relevant to whether the lodestar amount
9 should be adjusted: (1) time limitations imposed by the client or the circumstances, (2) the amount
10 involved and the results obtained, (3) the experience, reputation, and ability of the attorneys, (4) the
11 "undesirability" of the case, (5) the nature and the length of the professional relationship with the client,
12 and (6) awards in similar cases. *See Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir. 1976);
13 *Morales v. City of San Rafael*, 96 F.3d 359, 634 n.9 (9th Cir. 1997); *City of Burlington v. Dague*, 505
14 U.S. 557, 567 (1992); *see also Lara*, 2011 WL 6002521 at *3-4 (identifying 6 of the 12 factors listed in
15 *Kerr* that the Ninth Circuit has since held to be subsumed in the initial lodestar calculation and thus
16 inappropriate for consideration when evaluating an adjustment). Upward multipliers are common in
17 class action fee awards. *See, e.g., Grannan v. Alliant Law Group, P.C.*, C-11/02803, 2012 WL 216522,
18 at *10 (N.D. Cal. Jan. 24, 2012) ("In class actions, where counsel works on a contingency basis and
19 risks receiving nothing for the time and effort expended, it is reasonable to apply a multiplier to the
20 lodestar value.").

21 Plaintiffs' fee request incorporates a 1.1 multiplier to upwardly adjust the lodestar. Such an
22 adjustment is reasonable under each of the Ninth Circuit factors. This case involves DISH's conduct
23 toward customers bound by two-year contracts initiated as early as February 1, 2009. As their contracts
24 come to an end, many customers cancel their DISH service. As class members terminate their customer
25 relationship with DISH, relief for the February 2011 rate increase is likely to become less valuable to
26 these former customers. Thus class counsel aggressively pursued a prompt resolution of the lawsuit to
27 provide meaningful relief to as many class members as possible.

28 The benefits achieved also compare favorably with the potential damages suffered by class

1 members. Class members who paid the February 2011 rate increase for 1-4 months during the first 12
2 months of a two-year contract and thus allegedly overpaid between \$3 and \$20 may choose \$20 worth of
3 the Blockbuster By Mail service, \$15-\$21 worth of Pay-Per-View vouchers or a \$5 account credit. A
4 class member who paid the rate increase for 5-8 months and thus allegedly overpaid between \$15 and
5 \$40 may choose \$30 worth of the Blockbuster By Mail service, \$20-\$28 worth of Pay-Per-View
6 vouchers, or a \$10 account credit. A class member who paid the rate increase for 9-12 months and thus
7 allegedly overpaid between \$27 and \$60 may choose \$40 worth of the Blockbuster By Mail service,
8 \$25-\$35 worth of Pay-Per-View vouchers, or a \$15 account credit. The Pay-per-view vouchers and
9 account credits require an active DISH account, but Blockbuster By Mail is available to all class
10 members, including former DISH customers. In addition, class members who were subject to the rate
11 increase during any portion of their first 12 months with DISH will benefit from locked-in pricing until
12 January 31, 2013 on most service packages. Class members who were already in the second year of
13 their contract when DISH raised rates in February 2011—and thus were already past the period for
14 which DISH had advertised a set discounted rate—will receive locked-in pricing until January 31, 2013.

15 The remaining factors further support an upward adjustment. Class counsel has extensive
16 experience litigating consumer class actions and has achieved a number of significant results for clients
17 in a broad range of consumer protection cases. *See* Dkt. No. 30 (Gibbs Decl.) ¶¶ 4-6; Dkt. No. 31
18 (Friedman Decl.) ¶¶ 5-10; Dkt. No. 53-2 (Gibbs Decl.), Exh. 2 (Girard Gibbs Firm Resume); *id.*, Exh. 3
19 (Cohen Milstein Firm Resume); *id.*, Exh. 4 (Wentz Firm Resume). This case involved relatively small
20 individual damages and it is unlikely an individual plaintiff would have invested the funds necessary to
21 pursue action against DISH. Rather, over 3.2 million class members would likely have foregone any
22 relief for the February 2011 rate increase had Plaintiffs and class counsel not pursued this class action.
23 Class counsel worked closely with Plaintiffs during the initial factual investigation and kept Ms. Parker
24 and Mr. Pham informed about the progress of the litigation. Finally, courts within the Ninth Circuit
25 have awarded fees with similar, and even greater, upward adjustments. *See Grannan*, 2012 WL 216522
26 at *10 (finding a multiplier of 1.47 “well within the range of permissible multiples”); *Vizcaino v.*
27 *Microsoft Corp.*, 290 F3d 1043 (9th Cir.) (finding a 3.65 multiplier appropriate).

1 **C. The Requested Service Awards Are Reasonable and Appropriate**

2 Following a class action settlement, the Court has discretion to approve incentive awards to
3 compensate the class representatives for work done on the case. *Rodriguez v. West Publishing Corp.*,
4 563 F.3d 948, 958 (9th Cir. 2009) (“Incentive awards are fairly typical in class action cases.”). Plaintiffs
5 seek awards of \$500 each for Ms. Parker and Mr. Pham—a reasonable amount to compensate them for
6 their efforts to further this litigation and well within the range of awards approved in recent class action
7 litigation. *See, e.g., Eldridge v. Electronic Arts Inc.*, 5:08-CV-04421 (N.D. Cal.), Dkt. No. 19 (awarding
8 \$250 to each class representative); *Sugarman*, 2012 WL 113361 at *7 (awarding \$1500 each to two
9 named plaintiffs and two actively-involved class members); *Kent*, 2011 WL 4403717 at *4 (approving
10 incentive awards not to exceed \$2000 per named plaintiff).

11 Ms. Parker and Mr. Pham took a risk in the interest of the class by filing a lawsuit against a
12 corporation to which each remained bound by contract. *See* Parker Decl. ¶ 3; Pham Decl. ¶ 3. Each
13 contributed significantly to the litigation by describing to counsel their experiences with DISH and
14 searching for and providing account documentation. *See* Parker Decl. ¶ 3; Pham Decl. ¶ 3. Both kept
15 informed about the case and provided signed approval of the settlement agreement. *See* Parker Decl.
16 ¶ 3; Pham Decl. ¶ 3. Plaintiffs’ efforts to secure relief for the class warrant the Court’s approval of the
17 requested incentive awards.

18 **III. CONCLUSION**

19 For the foregoing reasons, Plaintiffs respectfully request that the Court approve an \$817,500
20 award for fees and expenses to class counsel pursuant to rule 23(h), and also approve incentive awards
21 of \$500 each to Ms. Parker and Mr. Pham.

22
23 Dated: February 13, 2012

GIRARD GIBBS LLP

24 By: /s/ Eric H. Gibbs

Eric H. Gibbs

25
26 Amy M. Zeman
27 601 California Street, 14th Floor
28 San Francisco, California 94108
 Telephone: (415) 981-4800
 Facsimile: (415) 981-4846

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

Andrew N. Friedman
Douglas J. McNamara
Stefanie M. Ramirez
**COHEN MILSTEIN SELLERS
& TOLL PLLC**
1100 New York Ave., NW
West Tower, Suite 500
Washington, D.C. 20005-3964
Telephone: (202) 408-4600
Facsimile: (202) 408-4699
Richard B. Wentz
Jean W. Wentz
THE WENTZ LAW FIRM
82955 East Hillcrest Drive, Suite 123
Thousand Oaks, California 91362
Telephone: (805) 374-0060
Facsimile: (888) 855-8124

Attorneys for Plaintiffs