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7 *Class Counsel*

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

13 KEITH ANDREWS, an individual, et al.,

14 Plaintiffs,

15 v.

16 PLAINS ALL AMERICAN PIPELINE,
17 L.P., a Delaware limited partnership, et al.,

18 Defendants.
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Case No. 2:15-cv-04113-PSG-JEMx

**DECLARATION OF JULI E. FARRIS
IN SUPPORT OF MOTIONS FOR
FINAL SETTLEMENT APPROVAL,
PLANS OF DISTRIBUTION, AND
ATTORNEYS' FEES AND COSTS**

21 Date: September 16, 2022

22 Time: 1:30 p.m.

23 Location: Courtroom 6A

Judge: Hon. Philip S. Gutierrez
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1 I, Juli E. Farris, declare as follows:

2 1. I am a partner in the law firm of Keller Rohrback L.L.P., and I am counsel
3 of record for Plaintiffs and the certified classes in this matter. I make this Declaration of
4 my own personal knowledge.

5 2. I submit this declaration in support of Plaintiffs' Motion for Final Approval
6 of the Settlement, Motion for Approval of the Plans of Distribution, and Petition for
7 Award of attorneys' fees, costs, and class representative service awards.

8 3. Since being appointed Class Counsel in 2015 (Dkts. 257, 454, 577), my co-
9 counsel and I have personally supervised and directed every aspect of the prosecution and
10 resolution of this litigation on behalf of the Plaintiffs and Classes.

11 4. It is my judgment that the proposed Settlement is outstanding, readily meets
12 the Rule 23 "fair, reasonable, and adequate," standard, and is in the best interest of the
13 Fisher and Property Classes. Further, the Plans of Distribution represent a fair and
14 equitable allocation of the settlement proceeds, grounded in the class-wide damage
15 models that Plaintiffs' experts developed over the course of many years and that Class
16 Counsel were prepared to present at trial.

17 **Keller Rohrback's Assignment and Time-Keeping Practices**

18 5. My firm litigated this case on a purely contingent basis, foregoing other
19 work in order to handle this complex matter, with no guarantee of recovery. While Class
20 Counsel request attorneys' fees as a percentage of the common fund, I report Keller
21 Rohrback's summary time, lodestar, and costs incurred in and for the benefit of the
22 settling Classes, for the Court's reference.

23 6. All Keller Rohrback time-keepers are directed to contemporaneously record
24 work performed and to document all time to the nearest tenth of an hour. Staff working
25 under my direction and supervision audited the time records supporting this fee
26 application, to confirm their accuracy. This included removing any time exclusively
27 attributed to the Oil Industry and Tourism Classes, which are not part of this Settlement,

1 and deletion of time expended in the criminal restitution proceedings on behalf of the
2 Fisher and Property classes. We have also deleted hours for timekeepers with fewer than
3 10 hours in the case, time related to the submission of this fee petition, and removed
4 some additional time as a matter of judgment. The figures do not include time incurred
5 after July 22, 2022, one week prior to the submission of this declaration.

6 7. Keller Rohrback allocated work to maximize efficiency. To the extent
7 practicable, senior attorneys did not perform work that could be accomplished by more
8 junior attorneys, and attorneys did not perform work that could be completed by
9 paralegals.

10 8. Class Counsel assigned tasks depending on a number of considerations, with
11 the goal of minimizing duplication of effort. Class Counsel requested and exchanged
12 periodic time records from the four firms to monitor the time and effort contributed by
13 each firm, and to ensure that work was conducted efficiently. If Class Counsel had not
14 undertaken these efforts, the lodestar for this case would have been higher.

15 **Keller Rohrback's Billing Rates**

16 9. The 2022 billing rates charged by Keller Rohrback in Class Counsel's fee
17 petition range from \$90 to \$1,200 per hour and fall within the range of market rates
18 charged by staff and attorneys of equivalent experience, skill, and expertise. The rates
19 reflected in Keller Rohrback's fee petition are the firm's 2022 billing rates unless the
20 attorney or support staff no longer works with Keller Rohrback, then the billing rate is the
21 rate for that individual in their final year of work with the firm.

22 10. Keller Rohrback's rates are subject to annual review and increases, and are
23 set by the firm's Managing Partner and Executive Committee after a thorough review of
24 costs, prevailing rates, and other market indicia.

25 11. Keller Rohrback's rates are consistent with market rates in the markets
26 within which Keller Rohrback's primary offices are located and from which this matter
27 has been handled, including the Central District of California.

1 12. The billing rates charged by Keller Rohrback in this Action are similar to
2 rates that have been approved by courts in other class action cases in judicial settlement
3 hearings. *See e.g.*, Order Granting Motion for Final Approval of Settlement and Motions
4 for Attorneys’ Fees pp. 10–11, *Rollins v. Dignity Health, et al.*, No. 13-cv-01450 (N.D.
5 Cal. July 15, 2022) ECF No. 320 (approving billing rates for partners and counsel
6 between \$625–\$1060), attached as Exhibit 1 to this declaration. The Honorable Jon S.
7 Tigar recently approved Plaintiffs’ fee petition, including the billing rates submitted by
8 Keller Rohrback and stated, “[t]he Court finds these rates reasonable in light of prevailing
9 market rates in this district and the complexity and novelty of the issues presented by this
10 case...Class Counsel have justified their rates based on the prevailing rates in this district
11 for attorneys with similar skill, experience, and reputation.” *Id.* at 11.

12 13. District courts around the country have granted final approval and awarded
13 fees to Keller Rohrback based on the firm’s then-current rates in numerous other class
14 action cases. *See, e.g.*, Order and Judgment Granting Final Approval of Class Action
15 Settlement and Award of Attorneys’ Fees, Costs, Expenses and Representative Service
16 Awards at 6, *Stringer v. Nissan North America, Inc., et al.*, No. 21-cv-00099 (M.D. Tenn.
17 Mar. 23, 2022), ECF No. 126 (awarding attorneys’ fees at then-current attorneys’ rates
18 between \$550 and \$1200); Order Granting Final Approval of Class Action Settlement
19 and Awarding Attorneys’ Fees, Litigation Expenses, and Class Representative Service
20 Awards Unopposed Motion for Final Approval of Class Action Settlement at 4, *Ryder v.*
21 *Wells Fargo Bank*, No. 19-cv-638 (S.D. Ohio Jan. 25, 2022), ECF No. 57 (awarding
22 attorneys’ fees at then-current attorneys’ rates between \$525 and \$1,035); *Beach v.*
23 *JPMorgan Chase Bank*, No. 17-cv-563 (S.D.N.Y. Oct. 7, 2020), ECF No. 232 (awarding
24 attorneys’ fees at then-current attorneys’ rates between \$400 and \$1,035); Order & Final
25 Judgment ¶ 20, *Holcomb v. Hospital Sisters Health Sys.*, No. 16-441 (C.D. Ill. Feb. 25,
26 2019) (awarding attorneys’ fees at then-current attorneys’ rates between \$565 and
27 \$1,035); Final Judgment & Approving Class Action Settlement at 15, *Spires v. Schools*,

1 No. 16-616 (D.S.C. Sept. 5, 2018), ECF No. 152 (awarding then-current attorneys' rates
2 between \$230 and \$940); Order Finally Approving Class Settlement ¶ 10, *Griffith v.*
3 *Providence Health & Servs.*, No. 14-1720 (W.D. Wash. Mar. 21, 2017), ECF No. 69
4 (awarding attorneys' fees at then-current attorneys' rates between \$400 and \$940); and
5 Order Awarding Attorneys' Fees, Service Awards, & Reimbursement of Litigation
6 Expenses ¶ 5, *In re Bank of N.Y. Mellon Corp. Forex Transactions Litig.*, MDL No. 2335
7 (S.D.N.Y. Sept. 24, 2015), ECF No. 637 (awarding then-current attorneys' rates between
8 \$475 and \$895).

9 14. Additionally, Keller Rohrback's rates are on a par with, or even below, other
10 plaintiffs' firms performing similar work. *See, e.g., In re Volkswagen "Clean Diesel"*
11 *Mktg., Sales Practices, & Prods. Liab. Litig.*, MDL No. 2672, 2017 WL 1047834, at *5
12 (N.D. Cal. Mar. 17, 2017) (finding a lodestar cross-check supports the reasonableness of
13 Class Counsel's requested fees and approving partner billing rates ranging from \$275 to
14 \$1,600).

15 15. Keller Rohrback's rates are also comparable to those of the major national
16 defense firms, including defense counsel in this matter. For example, a recent bankruptcy
17 court petition shows 2019 billing rates for partners at Munger, Tolles & Olson LLP,
18 Plains' counsel in this matter, ranging from \$860 to \$1,421.32.¹ The 2020 billing rates for
19 Munger, Tolles paralegals ranged from \$345 to \$395, \$490–\$860 for associates, and
20 \$950–\$1500 for partners. The 2020 billing rate for Henry Weissman, who also billed
21 time to this matter, was \$1400 per hour. *Id.*

22 16. Attached as Exhibit 3 is a true and correct summary lodestar chart for
23 timekeepers at my firm which lists: (1) the name of each Keller Rohrback timekeeper
24 who recorded time in this Action; (2) their title or position; (3) the total number of hours

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26 ¹ See Final Fee Application of Munger, Tolles, & Olson LLP for Compensation for
27 Services and Reimbursement of Expenses as Attorneys to the Debtors and Debtors in
28 Possession for Certain Matters from January 29, 2019 through July 1, 2020, *In re PG&E*
Corporation, No., 19-30088, (N.D. Bankr. Cal. Aug. 31, 2020), ECF No. 8943, 8943-4,
at Ex. D, attached as Exhibit 2 to this declaration.

1 they worked on the Action through and including July 22, 2022; (4) their current billing
2 rate; and (5) their lodestar. For attorneys or support staff who no longer work with Keller
3 Rohrback, the current billing rate is the rate for that individual in their final year of work
4 with the firm.

5 17. As reflected in Exhibit 3, the total number of professional hours expended
6 on this matter by Keller Rohrback through July 22, 2022 is 33,292.80. The total lodestar
7 for that period is \$24,202,191.75.

8 **Case Expenses Advanced by Keller Rohrback**

9 18. From May 19, 2015 through July 22, 2022, Keller Rohrback expended
10 \$370,402.22 in costs, expenses, and charges in order to investigate, effectively prosecute
11 and eventually settle this Action, against multiple branches of a large and well-funded
12 conglomerate. The costs and expenses advanced by Keller Rohrback during the pendency
13 of this case included: computer-based research fees; court costs and filing fees; delivery
14 fees (express delivery, service of process, postage and messenger services); printing,
15 copying, and records retrieval charges; Relativity database and licensing costs;
16 telecommunications charges; travel expenses (transportation, meals, and lodging) for
17 client meetings, depositions, court appearances, and mediation. Expenses such as these
18 are typically billed by attorneys to paying clients and were reasonably and necessarily
19 incurred. Keller Rohrback maintains appropriate back-up documentation for each
20 expense in its books and records. These books and records are prepared from expense
21 vouchers, check records, and other source materials and represent an accurate recordation
22 of the expenses incurred. Keller Rohrback's expenses are in line with expenses the firm
23 has incurred in countless other complex class action lawsuits that we have successfully
24 prosecuted. The expenses are presented in summary form in Exhibit 3 to this declaration.

25 **Case Expenses Advanced by Co-Counsel Through the Common Fund**

26 19. Class Counsel maintained a Common Fund for expenses incurred during the
27 course of this litigation, which was managed by Keller Rohrback, at my direction. The

1 four co-counsel firms all made contributions to the Common Fund at periodic intervals,
2 as costs were incurred. Keller Rohrback maintained the books and records for the
3 Common Fund and disbursed monies to cover case expenses as needed.

4 20. From May 19, 2015 through July 22, 2022, Class Counsel incurred
5 \$5,009,394.41 in costs, expenses, and charges paid from the Common Fund in connection
6 with the investigation, prosecution and settlement of this case. The expenses that were
7 paid out of the Common Fund included: court reporter expenses (including charges for
8 deposition transcripts and videographers), expert witness fees, costs associated with
9 providing class notice, mediators' charges, jury consultant fees, website hosting, and
10 conference room rental charges. With the exception of the costs for class notice, these are
11 the type of expenses typically billed by attorneys to paying clients and reflect the actual
12 costs of these services. The case expenses for the Common Fund are presented in
13 summary form in Exhibit 4, attached to this declaration. Keller Rohrback tracked and
14 paid Common Fund case expenses attributable to the criminal restitution proceedings
15 separately, as set out in summary form in Exhibit 5, also attached. *See infra* ¶ 24.

16 21. All of these Common Fund expenses were reasonably and necessarily
17 incurred in Class Counsel's efforts to prosecute claims on behalf of the Property and
18 Fisher Classes. The expenses incurred are commercially reasonable and are reflected on
19 the books and records of Keller Rohrback. These books and records are prepared from
20 expense vouchers, check records, and other source materials and represent an accurate
21 recordation of the expenses incurred. The Common Fund expenses here are in line with
22 expenses Class Counsel has incurred in the countless other complex class action lawsuits
23 they have successfully prosecuted.

24 22. These Common Fund expenses were advanced by Class Counsel with no
25 guarantee of recovery. As a result, Class Counsel had a strong incentive to keep costs to a
26 reasonable level and did so.

1 **Summary of Keller Rohrback Fee and Expenses**

2 23. In total, Keller Rohrback has invested 33,292.80 hours, \$24,202,191.75 in
3 lodestar, and \$370,402.22 in costs. I expect each of these numbers will increase through
4 final settlement approval and settlement administration, meaning that any multiplier that
5 Class Counsel receive on their lodestar will continue to decrease over time.

6 24. In addition, Class Counsel pursued claims on behalf of the Property and
7 Fisher Classes in criminal restitution proceedings in Santa Barbara Superior Court. This
8 included preparing detailed and lengthy presentations summarizing the Classes' liability
9 and damages claims (akin to closing argument at trial), and also engaging in a court-
10 directed mediation process. While these efforts have not yet been successful, as the
11 matter is in the State Court of Appeal, the work performed directly benefitted the
12 prosecution of the Classes' claims in this action: it sharpened Class Counsel's trial
13 strategy and settlement evaluation, and advanced the ongoing mediation efforts to resolve
14 this action. Keller Rohrback also incurred expenses in the course of the criminal
15 restitution proceeding, for many of the same categories of case expenses as set out in
16 Paragraph 18, *supra*. Keller Rohrback expended \$1,117,581.75 in lodestar and
17 \$27,731.86 in expenses in furtherance of the criminal restitution proceeding, a significant
18 portion of which was for the benefit of the Property and Fisher Subclasses. The lodestar
19 and case expenses for the criminal restitution proceeding are presented in summary form
20 in Exhibit 5, attached hereto. Class Counsel separately expended \$20,715.91 for
21 Common Fund expenses for the criminal restitution proceeding. *See* Exhibit 4.

22 **Service Awards**

23 25. During the course of this nearly seven year litigation, I and others at my firm
24 worked closely with the Class Representatives, primarily for the Fisher Class. These
25 individuals worked very hard to provide all of the information requested from them, and
26 the testimony asked of them, and stayed abreast of the developments in the litigation over
27 the course of nearly seven years, through appeals, multiple class certification motions,

1 motions for decertification, disappointing efforts at restitution, testimonial support for the
2 criminal trial that resulted in a conviction of Plains, and so much more, all for the benefit
3 of the Fisher and Property Classes. The Class Representatives were asked to provide
4 documents many different times, including sensitive financial documents. Their
5 commitment to this litigation required personal sacrifice and perseverance in the face of
6 odds. Their dedication to this cause for nearly seven years was exemplary, and we feel
7 proud and honored to have represented them. I believe that payment of Service Awards to
8 the Class Representatives are justified in this Action, and that the amount requested of
9 \$15,000 per Class Representative is fair and reasonable, in light of the burdens the Class
10 Representatives undertook and the benefits that the Class Representatives helped achieve
11 for the Settlement Class.

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

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15 Executed this 29th day of July 2022, at Seattle, Washington.

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19 Juli E. Farris

EXHIBIT 1

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

STARLA ROLLINS, et al.,
Plaintiffs,
v.
DIGNITY HEALTH, et al.,
Defendants.

Case No. 13-cv-01450-JST

**ORDER GRANTING MOTION FOR
FINAL APPROVAL OF SETTLEMENT
AND MOTIONS FOR ATTORNEY’S
FEES**

Re: ECF Nos. 310, 311, 312

United States District Court
Northern District of California

Before the Court are a motion for a final approval of a settlement agreement and two motions for attorney’s fees, expenses, and incentive awards filed by class counsel for Plaintiffs and class counsel for Intervenor Plaintiffs. ECF Nos. 310, 311, 312. The Court will grant all three motions.

I. BACKGROUND

A. Factual and Procedural Background

The factual and procedural background to this putative class action is more fully described in the Court’s previous orders denying Plaintiffs’ motions for preliminary settlement approval and preliminary class certification. *See* ECF Nos. 289, 292. In short, Plaintiffs sued Defendants Dignity Health and Dignity Health Retirement Plans Subcommittee as well as two individual defendants over the administration of the Dignity Health Pension Plan (“the Plan”). Second Amended Complaint (“SAC”), ECF No. 268 ¶ 3. The crux of the dispute is whether the Plan qualifies for the church plan exemption to the Employee Retirement Income Security Act of 1974 (“ERISA”). *Id.* ¶ 4.

1 This case has travelled a long road. Plaintiffs filed suit in 2013. ECF No. 1. In 2019, after
2 the case progressed through the District Court, Ninth Circuit, Supreme Court, and then the District
3 Court again, the parties eventually reached a settlement. ECF No. 278. Plaintiffs filed an
4 unopposed motion for preliminary approval of the settlement agreement – which included
5 provisions for differing payments to two subgroups – and to preliminarily certify the class. ECF
6 No. 284. The Court denied approval without prejudice and deferred ruling on preliminary class
7 certification. ECF No. 289. Plaintiffs revised the agreement and filed a renewed, unopposed
8 motion for preliminary approval and class certification. ECF No. 290. The Court reluctantly
9 denied the renewed motion, recognizing that subclass certification was required because the
10 interests of the Vesting Subclass conflicted with those of the general settlement class. ECF No.
11 292 at 16.

12 Following the second denial order, three members of the Vesting Subclass obtained
13 separate counsel and filed a motion to intervene, ECF No. 294, which the Court granted, ECF No.
14 297. The subgroup’s counsel, Mark Kindall of Iazard, Kindall & Raabe, negotiated with counsel
15 for Dignity Health, ECF No. 306 at 12, and the parties arrived at a proposed settlement as
16 articulated in the second revised settlement agreement, ECF No. 306-1.

17 After the parties addressed the Court’s concerns, the Court entered an order granting
18 preliminary approval of the class action settlement, preliminarily certifying a putative class and
19 subclass for settlement purposes. ECF No. 307. A final approval hearing was conducted on
20 March 3, 2022.

21 **B. Terms of Settlement¹**

22 The terms of the settlement agreement pertaining to the Settlement Class – “[a]ll
23 participants, former participants, or beneficiaries of the Dignity Health Pension Plan,” ECF No.
24 306-1 § 1.32 – are discussed at length in the Court’s previous order denying preliminary approval,
25 ECF No. 292 at 2-4, and the Court’s previous order granting preliminary approval, ECF No. 307

26 _____
27 ¹ This order incorporates by reference the definitions in the Second Restated and Amended Class
28 Action Settlement Agreement, and all terms used shall have the same meanings as set forth in the
Settlement Agreement.

United States District Court
Northern District of California

1 at 2-3. The Court incorporates its discussion of the parties’ settlement agreement here by
2 reference.

3 **II. JURISDICTION**

4 The Court has jurisdiction pursuant to 28 U.S.C. § 1331, 29 U.S.C. § 1132(e)(1), and 28
5 U.S.C. § 1332(d).

6 **III. MOTION FOR FINAL SETTLEMENT APPROVAL**

7 Having reviewed the parties’ briefs and supplemental submission, the Court will grant
8 Plaintiffs’ motion for final approval of the Settlement.

9 1. The Court confirms that the class preliminarily certified under Rule 23 is
10 appropriate for the reasons set forth in its preliminary approval order, and
11 hereby certifies the following non-opt-out classes:

12 Settlement Class: Includes “[a]ll participants, former participants, or
13 beneficiaries of the Dignity Health Pension Plan as of the date of
full execution of [the] settlement agreement.” ECF No. 310-1 at 5.

14 Vesting Subclass: “the members of the Settlement Class who are
15 former Participants in the Cash Balance portion of the Plan who
16 terminated employment on or after April 1, 2013, and on or before
March 27, 2019, and completed at least three (3) but less than five
(5) years of vesting service.” *Id.*

17 2. The “Effective Date of Settlement” as defined at Section 1.14 of the
18 Settlement Agreement, is the date on which this order becomes final.
19 3. For purposes of the Settlement, the Court hereby finally certifies Plaintiffs
20 Starla Rollins and Patricia Williams as class representatives and Intervenors
21 Jenifer Heiner, Christine Montoya, and Michele Hall as Vesting Subclass
22 representatives. The Court also finally certifies Keller Rohrback L.L.P.,
23 including but not limited to Ron Kilgard, Christopher Graver, Lynn L.
24 Sarko, Matthew M. Gerend, and Juli E. Farris, and Cohen Milstein Sellers
25 & Toll PLLC, including but not limited to Karen L. Handorf and Michelle
26 C. Yau, as Settlement Class Counsel. The Court finally certifies Izard,
27 Kindall & Raabe, LLP, including but not limited to Mark P. Kindall, as
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Vesting Subclass counsel and Angeion Group as settlement administrator.

4. The parties complied in all material respects with the second revised notice plan, ECF No. 306-5, and distribution plan, ECF No. 284 at 37. The Court finds that Plaintiffs’ notice to the settlement class constituted due and sufficient notice to the class of the pending of the litigation, the existence and terms of the Settlement, class member’s right to make claims or object, and the matters to be decided at the final approval hearing. Further, the notice plan satisfied the requirements of the United States Constitution, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law. All requirements of the Class Action Fairness Act, 29 U.S.C. § 1711, et seq., have been met.
5. The Court finds that full opportunity has been given, including at the final approval hearing held on March 3, 2022, for class members to object to the terms of the Settlement and the requests for attorney’s fees. No class members objected at the hearing. The Court received one objection from Jessica Jensen on the docket. ECF No. 313. It appears that her objection is based on a misunderstanding of the Settlement; the Settlement will not affect any of her claims regarding the amount of her individualized pension benefits and it does not dictate the amount of her accruals. Instead, the Settlement involves mandated Plan contributions and direct payments to certain subgroups. Class Counsel contacted Jensen by phone and had a discussion with her about her objection. ECF No. 316 at 8. Although it is not clear whether Jensen believes the discussion resolved her objection, the Court finds that her concerns do not relate to the Settlement in this case.
6. None of the other statements received by the Court and/or Class Counsel appear to be objections. Monika Poje, counsel for Vladosa Brencic Hamrla, filed a notice and inquiry with the Court. ECF No. 314. The notice informs

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the Court of the death of Nicholas Migorodsky and that his pension benefit is in the process of being transferred to his only heir, Brencic Hamrla. The notice also requested information about whether the decedent is a “member of The Vesting Subclass and is entitled to one-time payment.” ECF No. 314 at 2. Class Counsel responded to Poje on January 27, 2022, letting her know that it is unlikely that Mirgorodsky is a member of the Vesting Subclass because he has been receiving retirement benefits from 1994 until his recent death. ECF No. 316 at 10; ECF No. 316-5 ¶ 7. Class counsel sent a follow-up email on February 17, 2022. *Id.* Neither email prompted a response. The Court finds that the notice and inquiry do not constitute an objection to the Settlement.

7. Class Counsel also received a hand-written letter from “Grace T.” that discusses missed Dignity Health pension payments but does not include any discernible objection to the Settlement. ECF No. 316-2 at 5; ECF No. 316 at 4.
8. Finally, the Settlement Administrator received a letter from a person expressing concern that the Settlement could interfere with her Social Security benefits. ECF No. 316-2 ¶ 11. The Settlement Administrator responded with a letter containing additional information about the Settlement and contact information for Class Counsel. ECF No. 316-1 ¶ 8. As of the date of this order, the letter’s author has neither contacted Class Counsel nor filed an objection. The Settlement Administrator also received other inquiries via email, none of which constitute objections to the Settlement. ECF No. 316-1 ¶ 9.
9. The Court finds that the Settlement is fair, reasonable, and adequate. The Court further finds that the Settlement was the product of arms-length negotiations between competent, able counsel and conducted with the

United States District Court
Northern District of California

1 oversight and involvement of a neutral mediator; the record was sufficiently
2 developed and complete through meaningful discovery and motion
3 proceedings enabled counsel for the parties to adequately evaluate and
4 consider the strengths and weaknesses of their respective positions; the
5 litigation involved disputed claims, which underscores the uncertainty and
6 risks of the outcome in this matter; and the Settlement provides meaningful
7 remedial benefits for the disputed claims.

8 * * *

9 Accordingly, the motion for final approval of the Settlement is hereby granted. Pursuant to
10 and in accordance with Rule 23, the Court fully and finally approves the Settlement in all respects
11 including, without limitation, the terms of the Settlement, the releases provided for therein, and the
12 dismissal with prejudice of the claims asserted in this action, and finds that the Settlement is, in all
13 respects, fair, reasonable, and adequate, and is in the best interests of the settlement class
14 representatives, intervenor class representatives, class, and the intervenors.

15 The Court retains continuing and exclusive jurisdiction over the implementation,
16 administration and enforcement of this Judgement and the Settlement and all matters ancillary
17 thereto. The parties are directed to implement and perform the Settlement in accordance with the
18 terms and provisions of the Settlement.

19 In accordance with the Settlement, and to effectuate the Settlement, Defendants shall
20 provide Cash Contributions and Minimum Funding to the Plan Trust in accordance with the terms
21 of the Settlement. In addition, Defendants shall provide a one-time payment to the PEP Plus
22 Claimants and one-time payment to the Vesting Subclass as described in Section 7 of the
23 Settlement Agreement. The terms of the Settlement and this order shall be binding on the
24 Settlement Class, including the scope of the Released Claims described in Section 3 of the
25 Settlement Agreement.

26 Finding no just reason to delay entry of this order as a final judgment with respect to the
27 claims asserted in this action, the Clerk of the Court is directed to enter judgment pursuant to Rule
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United States District Court
Northern District of California

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54(b).

IV. PLAINTIFFS’ MOTION FOR ATTORNEY’S FEES, EXPENSES, AND INCENTIVE AWARDS

Plaintiffs filed a motion for attorney’s fees, reimbursement of expenses, and incentive awards. ECF No. 311. They request that the Court approve \$5,766,193.12 in attorney’s fees, a reimbursement of \$363,806.88 for litigation costs, and \$10,000 in incentive awards to each of the two named plaintiffs. These fees will not impact Dignity Health’s contribution of \$100,000,000 to the Plan. Instead, the funds will be taken from a separate allocation of \$6.15 million that Defendants have agreed to pay in attorney’s fees, expenses, and incentive awards. ECF No. 311 at 16.

A. Attorney’s Fees Award

“While attorneys’ fees and costs may be awarded in a certified class action where so authorized by law or the parties’ argument, . . . courts have an independent obligation to ensure that the award, like the settlement itself, is reasonable, even if the parties have already agreed to an amount.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011) (internal citation omitted). “The Ninth Circuit has approved two different methods for calculating a reasonable attorneys’ fee depending on the circumstances: the lodestar method or the percentage-of-recovery method.” *In re Apple Inc. Device Performance Litig.*, No. 5:18-md-02827-EJD, 2021 WL 1022866, at *1 (N.D. Cal. March 17, 2021) (citation omitted).

The lodestar method “is appropriate in class actions brought under fee-shifting statutes (such as federal civil rights, securities, antitrust, copyright, and patent acts), where the relief sought—and obtained—is often primarily injunctive in nature and thus not easily monetized but where the legislature has authorized the award of fees to ensure compensation for counsel undertaking socially beneficial litigation.” *In re Bluetooth*, 654 F.3d at 941. “The lodestar method is also appropriate for ‘claims-made’ settlements.” *In re Apple*, 2021 WL 1022866, at *2 (citation omitted).

In contrast, “[w]here a settlement produces a common fund for the benefit of the entire class, courts have discretion to employ either the lodestar method or the percentage-of-recovery

1 method” to assess the reasonableness of the requested attorney’s fee award. *In re Bluetooth*, 654
2 F.3d at 942. “Because the benefit to the class is easily quantified in common-fund settlements,
3 [the Ninth Circuit has] allowed courts to award attorneys a percentage of the common fund in lieu
4 of the often more time-consuming task of calculating the lodestar.” *Id.*

5 In choosing the proper methodology, courts must exercise their discretion “in a way that
6 achieves a reasonable result.” *In re Apple*, 2021 WL 1022866, at *1 (citing *In re Coordinated*
7 *Pretrial Proceedings*, 109 F.3d 602, 607 (9th Cir. 1997)). Thus, the first question before this
8 Court is which method to employ.

9 **1. Method of Fee Calculation**

10 Plaintiffs acknowledge that “this settlement is not technically structured as a common fund
11 because class members do not have ascertainable claims to a portion of the \$100 million payment”
12 but argue that “it is nevertheless appropriate to treat the settlement as a common benefit fund for
13 the purpose of determining the reasonableness of the requested attorney[’]s fees because it
14 provides a sum certain common benefit.” ECF No. 311 at 9. Plaintiffs calculate the fund as
15 \$106,975,000.00 by combining Dignity Health’s baseline contributions of \$100 million with the
16 Plan’s Trust plus payments of \$825,000 and \$6,150,000 in requested attorney’s fees, expenses,
17 and incentive awards.² ECF No. 311 at 10. For purposes of this motion, the Court will calculate
18 the reasonableness of the fee requests based on the \$100 million baseline contribution.

19 The requested fees, expenses, and awards in this case “will not reduce the monetary
20 recovery to the Settlement Class.” ECF No. 311 at 6. However, this case is distinguishable from
21 cases that have found no “common fund” where the attorney’s fees “come directly from defendant
22 as opposed to from a fund created by the settlement.” *Create-a-Card, Inc. v. Intuit, Inc.*, No. C
23 07-06452 WHA, 2009 WL 3073920, at *1 (N.D. Cal. Sept. 22, 2009). Here, the parties agree that
24 “if the Court awards a lesser amount than \$6.15 million, the difference between the amount

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26 ² The Court also notes that Dignity Health may ultimately pay as much as \$747,000,000 to the
27 Fund. ECF No. 311 at 7. The Court does not use this figure to calculate the reasonableness of the
28 attorney’s fees, expenses, or incentive awards, but notes that this fact further supports approving
these requests. ECF No. 292 at 9.

1 awarded and \$6.15 million will be added to the amounts contributed to the Plan.” ECF No. 311 at
2 6. In other words, while the requested fees will not reduce the minimum monetary recovery to the
3 Settlement class, the fees will still impact the recovery available to the class. *Cf. id.* (“the amount
4 of attorney’s fees awarded will have no impact on the recovery available to the class members”).

5 Because the Settlement includes a fixed, minimum, non-reversionary sum of \$100,000,000
6 and because the attorney’s fees award will have an impact on the recovery available to the class,
7 the Court finds that the Settlement does contain a common fund for purposes of this motion.³ *See*
8 *In re Apple*, 2021 WL 1022866, at *2 (applying the percentage-of-the-fund method where there is
9 a fixed minimum amount for the class and distinguishing cases where the amount of attorney’s
10 fees awarded “did not have any impact on the recovery available to the class”).

11 “Nonetheless, the Ninth Circuit has made clear that in ‘megafund’ cases, such as this one,
12 courts may ‘employ the lodestar method instead’ if rote application of the 25% benchmark ‘would
13 yield windfall profits for class counsel in light of the hours spend on the case.’” *In re High-Tech*
14 *Employee Antitrust Litig.*, No. 11-CV-02509-LHK, 2015 WL 5158730, at *7 (N.D. Cal. Sept. 2,
15 2015) (quoting *In re Bluetooth*, 654 F.3d at 942). For example, in *In re Washington Public Power*
16 *Supply System Securities Litig.*, 19 F.3d 1291, 1297-98 (9th Cir. 1994), the Ninth Circuit found
17 that the district court “acted well within the bounds of its discretion” when it decided to apply the
18 lodestar method, rather than the percentage-of-the-fund method, to a motion for attorney’s fees out
19 of a \$687 million common fund. Although class counsel requested an award of 13.6 percent of the
20 fund, well below the 25 percent benchmark, the district court found the request “arbitrary” because
21 class counsel “could just as easily have requested 3.6 percent or 36.1 percent.” *Id.* (internal
22 quotation marks omitted). The Court finds that in this case, as in *In re Washington*, there is
23 “nothing inherently reasonable about an award of” approximately 6 percent of the megafund.
24 Therefore, the Court finds that the lodestar method – tying the fee awards for counsel to the actual
25 hours they reasonably expending on the litigation – is the best method to employ in this case,

26 _____
27 ³ The \$100,000,000 fixed minimum amount for the Class does not include the additional \$925,000
28 being paid to the Vesting Subclass because that Subclass is represented by separate counsel who
negotiated a separate settlement and are requesting separate fees. ECF No. 311 at 6 n.3.

1 along with a percentage-of-the-fund cross-check. *See In re Bluetooth*, 654 F.3d at 944
2 (encouraging courts to “cross-check[] their calculations against a second method”).

3 **2. Lodestar Method**

4 Under the lodestar method, a “lodestar figure is calculated by multiplying the number of
5 hours the prevailing party reasonably expended on the litigation (as supported by adequate
6 documentations) by a reasonable hourly rate for the region and for the experience of the lawyer.”
7 *Id.* at 941 (citing *Staton v. Boeing Co.*, 327 F.3d 938, 965 (9th Cir. 2003)). Although “the lodestar
8 figure is presumptively reasonable, the court may adjust it upward or downward by an appropriate
9 positive or negative multiplier reflecting a host of reasonableness factors.” *Id.* at 941-42 (citations
10 and internal quotation marks omitted). These factors include “the quality of representation, the
11 benefit obtained for the class, the complexity and novelty of the issues presented, and the risk of
12 nonpayment.” *Id.* at 942 (citations omitted). The most important factor is the benefit obtained for
13 the class. *Id.*

14 **a. Billing Rates**

15 In determining reasonable hourly rates, courts balance “granting sufficient fees to attract
16 qualified counsel” with the need to “avoid[] a windfall to counsel.” *Moreno v. City of*
17 *Sacramento*, 534 F.3d 1106, 1111 (9th Cir. 2008). Courts achieve this balance by ensuring that
18 counsel is compensated at “the rate prevailing in the community for similar work performed by
19 attorneys of comparable skill, experience, and reputation.” *Chalmers v. City of Los Angeles*, 796
20 F.2d 1205, 1210-11 (9th Cir. 1986), *amended on other grounds*, 808 F.2d 1373 (9th Cir. 1987).
21 To inform and assist the Court in making this assessment, “the burden is on the fee applicant to
22 produce satisfactory evidence . . . that the requested rates are in line with those prevailing in the
23 community” *Blum v. Stenson*, 465 U.S. 886, 895 n.11 (1984). The forum district is generally
24 considered the relevant legal community. *Gates v. Deukmejian*, 987 F.2d 1392, 1405 (9th Cir.
25 1992).

26 The billing rates in this case vary based on the attorneys’ level of experience. Partners’
27 and Counsels’ rates range from \$625 to \$1,060. The billing rates for non-partner and non-counsel
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1 attorneys, including associates, litigation assistants, and document analysts range from \$215-\$625,
2 with most under \$600. See ECF No. 310-2 at 80-91. The Court finds these rates reasonable in
3 light of prevailing market rates in this district and the complexity and novelty of the issues
4 presented by this case. See, e.g., *Wit v. United Behavioral Health*, No. 14-cv-02346-JCS, 2022
5 WL 45057, at *7 (N.D. Cal. Jan. 5, 2022) (approving rates ranging from \$625 to \$1,145 for
6 partners and counsel, \$425 to \$650 for associates, \$300-\$370 for paralegals); *In re Volkswagen*
7 “*Clean Diesel*” *Mktg., Sales Practices, and Prod. Liab. Litig.*, MDL No. 2672 CRB (JSC), 2017
8 WL 1047834, at *5 (N.D. Cal. Mar. 17, 2017) (approving rates ranging from \$275 to \$1,600 for
9 partners, \$150 to \$790 for associates, and \$80 to \$490 for paralegals). In addition, Class Counsel
10 provides documentation demonstrating that the billing rates in this case are similar to hourly rates
11 in other church plan cases that they have litigated jointly and separately across the country. ECF
12 No. 310-2 ¶¶ 64-66.

13 The billing rates are further justified by the particular skill and experience many of the
14 attorneys brought to this case. For example, Michelle C. Yau, a partner at Cohen Milstein “has
15 played an instrumental role in some of the most significant ERISA lawsuits in recent U.S. history”
16 and was named “a Rising Star Under 40 in 2014 . . . for her work in cutting-edge ERISA
17 litigation.” ECF No. 310-2 at 76-77. Similarly, Scott M. Lampert who is Of Counsel at Cohen
18 Milstein “is currently engaged in litigating a number of so-called ‘church plan lawsuits.’” *Id.* at
19 78. He “has over 20 years of experience litigating complex commercial class actions on behalf of
20 employees, retirees, and consumers in retiree benefits, employment, consumer protection and
21 antitrust matters.” *Id.* As of December 2021, he “serves as lead or co-lead counsel in 12 separate
22 cases in various jurisdictions throughout the U.S.” *Id.*

23 Therefore, the Court finds that Class Counsel have justified their rates based on the
24 prevailing rates in this district for attorneys with similar skill, experience, and reputation.

25 **b. Reasonable Hours**

26 In determining whether the hours expended on litigation are reasonable, the inquiry “must
27 be limited to determining whether the fees requested by this particular legal team are justified for
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1 the particular work performed and the results achieved in this particular case.” *Moreno v. City of*
2 *Sacramento*, 534 F.3d 1106, 1111 (9th Cir. 2008). A district court must “exclude from this initial
3 fee calculation hours that were not ‘reasonably expended.’” *Hensley v. Eckerhart*, 461 U.S. 424,
4 434 (1983) (citation omitted).

5 This case—which has been in active litigation since 2013—required a significant amount
6 of Class Counsel’s time as they litigated complex and unsettled areas of the law in the district
7 court, appellate court, and Supreme Court. The case was first assigned to Judge Thelton
8 Henderson, who concluded that only a church or a convention or association of churches may
9 establish a church plan under the exemption. Because the Plan was not established by one of
10 those qualifying entities, Judge Henderson granted Plaintiffs’ motion for partial summary
11 judgment. ECF No. 175. Judge Henderson then granted Defendants’ motion to stay the case and
12 certified the partial summary judgment order for interlocutory appeal. ECF No. 205. Before the
13 case was stayed, the parties submitted three joint case management statements and participated in
14 four case management conferences. ECF No. 10-2 ¶ 8. During this time, Rollins also served two
15 sets of interrogatories, four sets of requests for production of documents, and one set of requests
16 for admissions. Plaintiffs also responded to one set of Defendants’ interrogatories and one set of
17 requests for production. *Id.* Plaintiffs took the depositions of two Dignity Health witnesses and
18 was in the midst of scheduling a third deposition when the case was stayed. *Id.* The parties also
19 briefed two discovery disputes and held conferences among themselves to try and resolve a variety
20 of discovery issues. *Id.*

21 The Ninth Circuit agreed to hear Defendants’ interlocutory appeal over Plaintiffs’
22 objection. After full briefing (which included nine *amici curiae* briefs), the parties argued the
23 Ninth Circuit appeal. The parties also filed post-argument briefs on issues raised at oral argument
24 as well as “additional briefing on subsequently-issued opinions.” *Id.* ¶ 9. Ultimately, the Ninth
25 Circuit affirmed the district court’s interpretation of the church plan. *Rollins v. Dignity Health*,
26 830 F.3d 900 (9th Cir. 2016).

27 Defendants then petitioned the Supreme Court for a writ of certiori. *Id.* ¶ 10. The
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1 Supreme Court granted review in this case and two other cases in two other circuits that reached
2 similar conclusions. *Id.* The Court consolidated all three appeals, heard argument, and ultimately
3 reversed all three circuit courts. *Id.* The Court “held that pension plans need not be established by
4 churches in order to qualify as ERISA-exempt church plans, as long as they otherwise meet the
5 requirements to be church plans.” *Id.* (citing *Advocate Health Care Network v. Stapleton*, 137 S.
6 Ct. 1652, 1663 (2017)). The case was then remanded to this Court for further proceedings on
7 Plaintiffs’ other claims. ECF No. 234.

8 Following remand, Plaintiff Patricia Wilson joined Plaintiff Rollins and they jointly filed
9 an amended class action complaint. ECF No. 249. After full briefing and argument, the Court
10 denied in large part Defendants’ motion to dismiss, concluding that Plaintiffs adequately alleged
11 that the Plan did not qualify as a church plan under the *Stapleton* Court’s construction of the
12 exemption. The Court granted the motion to dismiss in part with leave to amend. Plaintiffs then
13 filed a second amended class action complaint, which expanded on Plaintiff Rollins’ initial
14 complaint. ECF No. 310-2 ¶ 12. Defendants answered the complaint. ECF No. 272. In
15 November 2018, concurrently with the resumption of discovery, the parties initiated settlement
16 discussions. ECF No. 310-2 ¶¶ 13-14. To prepare for mediation, the parties exchanged
17 confidential information and documents on an expedited basis and wrote confidential mediation
18 statements to the mediator. *Id.* ¶ 14. Plaintiffs also hired an actuary to assist in analyzing
19 information and help prepare for mediation. *Id.* ¶ 15. The settlement negotiations spanned several
20 months, which included two day-long in-person mediation sessions in January and February 2019.
21 The parties communicated between the two sessions as they tried to work out the terms of possible
22 settlement. After “innumerable phone conferences, more than a dozen drafts, and after
23 considering all relevant factors” the parties reached an agreement in principle to settle the case.
24 *Id.* ¶ 17.

25 After reaching a settlement, the parties filed a motion for preliminary approval, which the
26 Court denied due to concerns regarding certain features of the provision for payment of attorney’s
27 fees, expenses, and incentive awards; whether subgroups required subclass certification; and the
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1 need for additional evidence regarding the value of the settlement and the claims being settled.
2 ECF No. 289 at 10-16. The parties engaged in further negotiations, amended their settlement
3 agreement, and filed a renewed motion for approval of the settlement agreement. ECF No. 290.
4 The Court denied the motion again, finding that the subgroup preliminarily certified as the Vesting
5 Subclass required separate representation before the Court could determine whether their recovery
6 was adequate. ECF No. 292 at 16.

7 Prompted by the Court's order, three members of the Vesting Subclass moved to intervene
8 in this matter. ECF No. 294, 297. The Defendants and Intervenor Plaintiffs proceeded to engage
9 in months-long negotiations and were able to reach an agreement that did not adversely affect the
10 Settlement Class members. The resulting Settlement Agreement was preliminarily approved by
11 this Court. ECF No. 307.

12 The Court provides this lengthy narrative to demonstrate the reasonableness of expending
13 over 10,789 professional hours litigating and settling this action. The Court further notes Class
14 Counsel's decision not to include timekeepers with less than 20 hours in this case and to exclude
15 any time incurred in the settlement approval proceedings themselves, even though they estimate
16 that the dollar value of that time would be valued at more than \$1,000,000 at counsel's current
17 hourly rates. ECF No. 310-2 at 18.

18 For these reasons, the Court accepts Class Counsel's calculated lodestar of \$8,070,034.50.

19 **c. Multipliers**

20 Class Counsel requests a fee award of \$5,766,193.12, which results in a fractional
21 multiplier of 0.71 of the lodestar. The Court approves this multiplier, which is below the range
22 that other courts have approved for similar megafund settlements. *See, e.g., Vizcaino v. Microsoft*
23 *Corp.*, 290 F.3d 1043, 1051, n.6 (9th Cir. 2002) (in a bare majority of cases surveyed where the
24 common fund was \$50-200 million, the multiplier was in the 1.5-3.0 range); *In re Wells Fargo &*
25 *Co. S'holder Derivative Litig.*, 445 F. Supp. 3d 508, 532 (N.D. Cal. 2020) (approving a 2.7
26 multiplier for a megafund of \$240 million).

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3. Percentage-of-Recovery Cross-Check

Class counsel requests a fee award of \$5,766,193.12, which is approximately six percent of the common fund.⁴ The Court finds this reasonable. *See Gutierrez v. Wells Fargo Bank, N.A.*, No. C 07-5923 WHA, 2015 WL 2438274, at *8 (N.D. Cal. May 21, 2015) (awarding nine percent of \$203 million megafund and listing cases with comparable awards).

* * *

For the foregoing reasons, the Court grants class counsel’s motion for an attorney’s fee award of \$5,766,193.12.

B. Reimbursement of Expenses

An attorney is entitled to “recover as part of the award of attorney’s fees those out-of-pocket expenses that would normally be charged to a fee paying client.” *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (quotation and citations omitted).

In addition to attorney’s fees, class counsel requests a reimbursement of \$363,806.88 for litigation costs. Keller Rohrback claims it incurred \$172,247.64 in expenses and Cohen Milstein claims \$191,559.24 in expenses. After reviewing the exhibits containing the firm’s itemized lists of costs, the Court finds these costs reasonable. ECF No. 310-2 at 99-101. The expenses incurred all relate to common and routinely reimbursed litigation expenses, such as filing fees, travel fees, court appearances and mediation, copying, deliveries, legal research charges, and mediator’s charges. *Id.* The Court’s conclusion in this regard is further supported by the fact that the reimbursement will not reduce the baseline amount that Dignity Health will contribute to the Fund and instead will be taken from the \$6.15 million allocated for attorney’s fees, incentive awards, and expenses.

C. Incentive Awards

Plaintiffs request that the Court award \$10,000 in incentive fees to named plaintiffs Rollins

⁴ The common fund consists of a minimum of \$100 million that Dignity Health will contribute to the Plan’s Trust. It may also include the Trust plus payments of \$825,000 to the PEP Plus subgroup, as well as an additional \$6.15 million for requested attorney’s fees, expenses, and incentive awards. Regardless of how it is calculated, the fee award represents approximately six percent of the common fund.

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and Wilson.

“Incentive awards are payments to class representatives for their service to the class in bringing the lawsuit.” *Radcliffe v. Experian Info. Sols., Inc.*, 715 F.3d 1157, 1163 (9th Cir. 2013).

“It is well-established in this circuit that named plaintiffs in a class action are eligible for reasonable incentive payments, also known as service awards.” *Wren v. RGIS Inventory Specialists*, No. 06-cv-05778 JCS, 2011 WL 1230826, at *31 (N.D. Cal. Apr. 1, 2011), *supplemented*, No. 06-cv-05778 JCS, 2011 WL 1838562 (N.D. Cal. May 13, 2011). An incentive award of \$5,000 is presumptively reasonable, and an award of \$25,000 or even \$10,000 is considered “quite high.” *See Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 335 (N.D. Cal. 2014) (*citing Harris v. Vector Mktg. Corp.*, No. C-08-5198 EMC, 2012 WL 381202, at *7 (N.D. Cal. Feb. 6, 2012)). Nonetheless, a higher award may be appropriate where class representatives expend significant time and effort on the litigation and face the risk of retaliation or other personal risks; where the class overall has greatly benefitted from the class representatives’ efforts; and where the incentive awards represent an insignificant percentage of the overall recovery. *Wren*, 2011 WL 1230826, at *32. In addition, although the Court gives this factor only modest weight, larger awards are more common in “megafund” cases. *See In re High-Tech*, 2015 WL 5158730, at *18 (collecting cases).

In this case, Plaintiffs have demonstrated that named plaintiffs Wilson and Rollins are each entitled to an incentive award of \$10,000. Rollins has been involved with the litigation since its inception in 2013 and was the only named plaintiff until 2015. ECF No. 310-13 ¶ 6. During the time the case was pending in the district court, Rollins played an active role in meeting with attorneys to discuss, among other things, motion practice, litigation strategy, and discovery requests and responses. *Id.* ¶¶ 7-13. After the case was stayed, Rollins continued to communicate with counsel, albeit on a less frequent basis (1-2 times a month). *Id.* Once the case returned to the district court, Rollins once again participated in strategic decisions and provided further information about Dignity Health. *Id.* She also supported counsel during months of settlement discussions. *Id.* ¶¶ 14-20. She estimates that she spent a few hours per month on the case every

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1 year for the past nine years. *Id.* ¶ 26. Thus, the Court finds that Rollins’ demonstrated
2 commitment and hard work entitles her to the requested incentive award of \$10,000. *See, e.g.,*
3 *Chu v. Wells Fargo Invs., LLC*, Nos. C 05-4526 MHP, C 06-7924 MHP, 2011 WL 672645, at *5
4 (N.D. Cal. Feb. 16, 2011) (approving a \$10,000 incentive award to plaintiffs who actively
5 participated in 5-6 years of litigation).

6 Although Wilson joined the litigation two years after Rollins, the Court finds that her
7 efforts and significant contribution to this case also entitle her to a \$10,000 inventive award.
8 Wilson produced over 1,500 pages of documents concerning the Plan, worked with counsel as
9 they drafted the amended complaint, and traveled to Washington, DC for Supreme Court
10 arguments. ECF No. 310-14 at 3-4. According to Class Counsel, “the PEP Plus claim would
11 never have been brought but for her efforts,” ECF No. 311 at 17, because Wilson was the one who
12 spotted the issue. *Id.* Besides for identification of the problem, Wilson provided counsel with an
13 analysis of the issue via detailed graphs and spreadsheets. *Id.* She has been actively involved in
14 assisting the attorneys through her actuarial expertise and even engaged in direct communications
15 with mediators. *Id.* Because she is a current employee of Dignity Health, she also held a
16 reasonable fear of retaliation and has, in fact, experienced negative ramifications due to her work
17 on this case. *Id.* 17-18; ECF No. 310-14 at 6-7.

18 Based on these considerations, the Court finds that both named Plaintiffs are entitled to
19 incentive awards of \$10,000. The Court again notes that the baseline contribution to the Plan will
20 not be impacted by these awards. Instead, the awarded amounts will be taken from the \$6.15
21 million allocated for attorney’s fees, expenses, and awards.

22 **V. INTERVENOR PLAINTIFFS’ MOTION FOR ATTORNEY’S FEES AND**
23 **INCENTIVE AWARDS**

24 The Court denied Plaintiffs’ original motion for preliminary approval of settlement. ECF
25 No. 289. Among other reasons, the Court had “concerns regarding the two subgroups of class
26 members who will receive direct payments.” *Id.* at 16. The Court informed Plaintiffs that any
27 future motion should “(1) support the propriety of providing payments to these subgroups without
28 subclass certification and (2) provide sufficient information regarding the value of the subgroups’

1 claims for the Court to evaluate whether the Settlement treats those claims equitably.” *Id.* In
2 accordance with the Court’s ruling, the parties negotiated a revised and amended settlement
3 agreement, ECF No. 290-1, and filed a renewed motion for preliminary approval, ECF No. 290.
4 The Court ultimately denied the renewed motion, finding that there was “a fundamental conflict of
5 interest between the vesting subgroup and the rest of the class that must be addressed by subclass
6 certification.” *Id.* at 16.

7 After the Court denied the renewed motion, attorneys from the law firm of Iazard, Kindall
8 & Raabe (“IKR”) came forward to represent the Vesting Subclass. ECF No. 306-6 ¶¶ 1, 3.
9 Attorney Mark Kindall from IKR subsequently engaged in discussions with several potential
10 subclass members and investigated their potential claims. Following these efforts, “Jenifer
11 Heiner, Michele Hall and Christine Montoya determined that they wanted to intervene in the suit
12 to represent the Vesting Subclass” and filed a motion to intervene. *Id.* ¶ 4. To prepare for
13 settlement discussions, IKR needed more precise data concerning the accrued benefits that
14 members of the Vesting Subclass forfeited when they left Dignity. *Id.* ¶ 5. This involved
15 negotiations with Defendants to obtain the necessary data. *Id.* IKR then analyzed the data and
16 formulated a strategy with the Intervenor Plaintiffs. Defendants and Intervenor Plaintiffs engaged in
17 settlement discussions from November 2020 through February 2021. The Intervenor Plaintiffs
18 were primarily concerned with three issues: “(1) increasing the overall amount of money going to
19 the Vesting Subclass; (2) revising the allocation of those amounts to conform to the amounts that
20 individual Vesting Subclass Members had lost; and (3) including language to ensure that the
21 Settlement did not result in prejudice to Vesting Subclass Members who might return to work at
22 Dignity.” *Id.* ¶ 6. After reaching agreements on each of these issues, Intervenor Counsel then
23 negotiated payments for attorney’s fees, expenses, and incentive awards. *Id.* ¶ 8.

24 Before the negotiations with IKR occurred, Defendants had agreed to pay the Vesting
25 Subclass \$660,000. ECF No. 312 at 13. After those negotiations, Defendants increased
26 compensation to the Vesting Subclass to \$950,000. Counsel for the Vesting Subclass now request
27 for \$50,000 in attorney’s fees and expenses. ECF No. 312 at 12. The three Intervenor Plaintiffs
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1 request \$2,500 each in incentive awards. ECF No. 312 at 19.

2 **A. Attorney’s Fees**

3 The Court finds attorney’s fees reasonable under the percentage-of-the-fund method
4 regardless of whether it calculates the common fund as \$950,000 (the total amount that
5 Defendants will pay the Vesting Subclass) or \$290,000 (the increased amount Defendants agreed
6 to pay after negotiations with Intervenor Plaintiffs’ counsel). The requested fees are 5% of
7 \$950,000 and 17% of \$290,000. The fees are reasonable based on the benefit counsel provided to
8 the Vesting Subclass and because the requested fees fall well below the Ninth Circuit’s 25%
9 benchmark.

10 The award is also reasonable under a lodestar cross-check. IKR spent 107 hours on this
11 case generating a lodestar of \$78,975. ECF No. 310-3 ¶ 19. These hours were spent on
12 appropriate litigation tasks like negotiations with Defendants over data issues, communicating
13 with Intervenor Plaintiffs, and reviewing the terms of the original and revised settlement
14 agreements. *Id.* ¶ 20. Exhibits provide the following rates for the hours spent on this litigation:
15 \$850 per hour for a senior partner with 33 years of experience, \$350 per hour for an associate with
16 5 years of experience, and \$180 per hour for time billed by two paralegals. *Id.* ¶¶ 21-24. The
17 Court finds these rates reasonable. *See, e.g., Haralson v. U.S. Aviation Serv. Corp.*, No. 16-CV-
18 05207-JST, 2021 WL 5033832, at *8 (N.D. Cal. Feb. 3, 2021) (approving, for purposes of the
19 lodestar cross-check, rates “between \$300 and \$500 for associates, and between \$750 and \$850 for
20 partners and senior attorneys”); *Hefler v. Wells Fargo & Co.*, No. 16-CV-05479-JST, 2018 WL
21 6619983, at *14 (N.D. Cal. Dec. 18, 2018) (approving rates “from \$650 to \$1,250 for partners or
22 senior counsel, from \$400 to \$650 for associates, and from \$245 to \$350 for paralegals” for
23 purposes of a lodestar cross-check), *aff’d sub nom. Hefler v. Pekoc*, 802 F. App’x 285 (9th Cir.
24 2020).

25 The requested attorney’s fees in this case are 63% of counsel’s lodestar. This “contrasts
26 with the majority of common fund settlements, in which the fees awarded are typically greater
27 than, or a multiple of, counsel’s lodestar.” *Flores v. TFI Int’l Inc.*, No. 12-CV-05790-JST, 2019
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1 WL 1715180, at *10 (N.D. Cal. Apr. 17, 2019) (citing *Vizcaino*, 290 F.3d at 1051 n.6 for the
2 proposition that lodestar multiples between 1 and 4 are common). For these reasons, the Court
3 grants an attorney’s fees award of \$50,000 to counsel for Intervenor Plaintiffs.

4 **B. Incentive Awards**

5 Intervenor Plaintiffs request that the Court award \$2,500 in incentive fees to Intervenor
6 Plaintiffs Michelle Hall, Jenifer Heiner, and Christina Montoya. The Court finds these awards
7 reasonable in light of Intervenor Plaintiffs’ active and valuable assistance to counsel. ECF No.
8 312 at 18-19. The awards are also well below the “presumptively reasonable” amount of \$5,000.
9 *Noll v. eBay, Inc.*, 309 F.R.D. 593, 611 (N.D. Cal. 2015) (“In this district, \$5,000 for each class
10 representative is presumptively reasonable.”).

11 **CONCLUSION**

12 For the reasons stated above, the Court grants Plaintiffs’ motion for final approval of the
13 class action settlement. The Court also grants Plaintiffs’ and Intervenor Plaintiffs’ motions for
14 attorney’s fees, expenses, and incentive awards. Class counsel is awarded \$5,766,193.12 in
15 attorney’s fees and \$363,806.88 in costs. The Court also awards \$50,000 in attorney’s fees to
16 counsel for Intervenor Plaintiffs. Named plaintiffs are each awarded \$10,000 and Intervenor
17 Plaintiffs are each awarded \$2,500 in incentive awards.

18 Class counsel shall file a post-distribution accounting within 21 days after the distribution
19 of settlement funds. In addition to the information contained in the Northern District of
20 California’s Procedural Guidance for Class Action Settlements, available at
21 <https://cand.uscourts.gov/forms/procedural-guidance-for-class-action-settlements/>, the post-
22 distribution accounting shall discuss any significant or recurring concerns communicated by class
23 members to the settlement administrator or counsel since final approval, any other issues in
24 settlement administration since final approval, and how any concerns or issues were resolved.

25 The Court will withhold 10% of the attorney’s fees granted in this order until the post-
26 distribution accounting has been filed. Class counsel shall file a proposed order releasing the
27 remainder of the fees when they file their post-distribution accounting.

28

EXHIBIT 2

1 BRAD BRIAN (State Bar No. 79001)
Brad.Brian@mto.com
2 THOMAS B. WALPER (State Bar No. 96667)
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3 HENRY WEISSMANN (State Bar No. 132418)
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5 **MUNGER, TOLLES & OLSON LLP**
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9

10 *Attorneys for Reorganized Debtors*

11 **UNITED STATES BANKRUPTCY COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**
13 **SAN FRANCISCO DIVISION**

<p>14 In re:</p> <p>15 PG&E CORPORATION,</p> <p>16 - and -</p> <p>17 PACIFIC GAS AND ELECTRIC COMPANY,</p> <p>18 Debtors.</p> <p>19 <input type="checkbox"/> Affects PG&E Corporation</p> <p>20 <input type="checkbox"/> Affects Pacific Gas and Electric Company</p> <p>21 <input checked="" type="checkbox"/> Affects both Debtors</p> <p>22 * <i>All papers shall be filed in the Lead Case No. 19-30088 (DM).</i></p>	<p>Bankruptcy Case No. 19-30088 (DM)</p> <p>Chapter 11</p> <p>(Lead Case)</p> <p>(Jointly Administered)</p> <p>FINAL FEE APPLICATION OF MUNGER, TOLLES & OLSON LLP FOR COMPENSATION FOR SERVICES AND REIMBURSEMENT OF EXPENSES AS ATTORNEYS TO THE DEBTORS AND DEBTORS IN POSSESSION FOR CERTAIN MATTERS FROM JANUARY 29, 2019 THROUGH JULY 1, 2020</p> <p><u>Hearing: Not Set</u> Objection Deadline: September 15, 2020</p>
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1 *General Information*

2 Name of Applicant:	Munger, Tolles & Olson LLP
3 Authorized to Provide Services to:	PG&E Corporation and Pacific Gas and Electric Company
4	
5 Petition Date:	January 29, 2019
6 Date of Retention Order:	April 25, 2019, <i>nunc pro tunc</i> to January 29, 2019 ¹

7
8 *Summary of Fees and Expenses Sought In the Fee Application*

9 Period for Which Compensation and Reimbursement is Sought in the Fee Application:	January 29, 2019 through July 1, 2020
10	
11 Amount of Compensation Sought as Actual, Reasonable, and Necessary for the Fee Period:	\$41,011,523.90 (\$1,657,356.90 incurred for June 1, 2020 through July 1, 2020)
12	
13 Amount of Expense Reimbursement Sought as Actual, Reasonable, and Necessary for the Fee Period:	\$1,534,945.09 (\$4,947.50 incurred for June 1, 2020 through July 1, 2020)
14	
15 Total Compensation and Expense Reimbursement Requested for the Fee Period:	\$42,546,468.99 (\$1,662,304.40 incurred for June 1, 2020 through July 1, 2020)
16	
17	

18 *Rate Increases Applicable to the Fee Period*

19 Total Amount of Compensation Sought For the Period, Calculated Using Rates as of the Date of Retention:	\$39,852,754.00
20	
21	

22 *Summary of Past Requests for Compensation and Prior Payments*

23 Total Amount of Compensation Previously Requested Pursuant to the Interim Compensation Order to Date:	\$40,744,167.00 (Jan. 29, 2019 – May 31, 2020)
24	
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28 ¹ The Order Authorizing Debtors Pursuant to 11 U.S.C. § 327(e) and Fed. R. Bankr. P. 2014(a) and 2016 for Authority to Retain and Employ Munger, Tolles & Olson LLP as Counsel for Certain Matters the Debtors Effective as of the Petition Date [Docket No. 1677] was entered on April 25, 2019, as amended by the order entered on October 2, 2019 [Docket No. 4083] and the order entered November 15, 2019 [Docket No. 4757] (the “Retention Order”).

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Total Amount of Expense Reimbursement Previously Requested Pursuant to the Interim Compensation Order to Date:	\$1,529,997.59 (Jan. 29, 2019 – May 31, 2020)
Total Compensation Approved Pursuant to the Interim Compensation Order to Date:	\$29,540,693.50 (January 29, 2019 – January 31, 2020)
Total Expense Reimbursement Approved pursuant to the Interim Compensation Order to Date:	\$857,456.26 (January 29, 2019 – January 31, 2020)
Total Compensation and Expense Reductions in Connection with Approved Interim Fee Applications:	\$1,060,000.00 (January 29, 2019 – January 31, 2020) \$330,000 pending approval for Fourth Interim Fee Application
Total Allowed Compensation Paid to Date:	\$25,628,542.00 (January 29, 2019 – January 31, 2020)
Total Allowed Expenses Paid to Date:	\$857,456.26 (January 29, 2019 – January 31, 2020)
Compensation Sought in This Fee Application Already Paid Pursuant to the Interim Compensation Order But Not Yet Allowed:	\$5,071,970.40 (Feb. 1, 2020 – May 31, 2020)
Expenses Sought in This Fee Application Already Paid Pursuant to the Interim Compensation Order But Not Yet Allowed:	\$368,095.38 (Feb. 1, 2020 – May 31, 2020)

1 In accordance with the Local Rules for the Northern District of California (the “**Local Rules**”),
2 Munger, Tolles & Olson LLP (“**MTO**”), attorneys to the above-captioned debtors and debtors in
3 possession (collectively, the “**Debtors**”) for certain matters, hereby submits its final fee application
4 (this “**Fee Application**”) for allowance on a final basis of compensation for professional services
5 provided in the amount of \$41,011,523.90 (of which \$1,657,356.90 was incurred from June 1, 2020
6 through July 1, 2020) and reimbursement on a final basis of actual and necessary expenses in the
7 amount of \$1,534,945.09 (of which \$4,947.50 was incurred from June 1, 2020 through July 1, 2020)
8 that MTO incurred for the period from January 29, 2019 through July 1, 2020 (the “**Fee Period**”). In
9 support of this Fee Application, MTO has filed the Declaration of Seth Goldman (the “**Goldman**
10 **Declaration**”) concurrently with this Fee Application. In further support of this Fee Application,
11 MTO respectfully states as follows.

12 MTO submits the Fee Application as a final fee application in accordance with the *Order*
13 *Pursuant to 11 U.S.C §§ 331 and 105(e) and Fed. R. Bankr. P. 2016 for Authority to Establish*
14 *Procedures for Interim Compensation and Reimbursement of Expenses of Professionals*, entered on
15 February 28, 2019 [Docket No. 701] (the “**Interim Compensation Procedures Order**”) and the
16 *Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization* dated June 19, 2020
17 [Docket No. 8048] (the “**Plan**”).

18 **Jurisdiction and Basis for Relief**

19 The Court has jurisdiction over this Fee Application under 28 U.S.C. §§ 157 and 1334, the
20 *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 (N.D.
21 Cal.), and Rule 5011-1(a) of the Local Rules. This is a core proceeding pursuant to 28 U.S.C.
22 § 157(b). Venue is proper before the Court under 28 U.S.C. §§ 1408 and 1409.

23 The basis for the relief requested herein is section 330 of the Bankruptcy Code, rule 2016 of the
24 Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Rule 2016-1(a) of the Local
25 Rules, and the Interim Compensation Procedures Order. MTO has also prepared this Fee Application
26 in accordance with the *United States Bankruptcy Court Northern District of California Guidelines for*
27 *Compensation and Expense Reimbursement of Professionals and Trustees*, effective February 19, 2014
28 (the “**Local Guidelines**”), and the *U.S. Trustee Guidelines for Reviewing Applications for*

1 *Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger*
2 *Chapter 11 Cases*, effective November 1, 2013 (the “**U.S. Trustee Guidelines**,” and together with the
3 Local Guidelines, the “**Fee Guidelines**”).

4 **Background**

5 **A. The Bankruptcy Filing and General Case Background**

6 On January 29, 2019 (the “**Petition Date**”), the Debtors commenced voluntary cases under
7 chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their
8 properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No
9 trustee, or examiner has been appointed in either of the chapter 11 cases. The Debtors’ chapter 11 cases
10 are being jointly administered for procedural purposes only, pursuant to Bankruptcy Rule 1015(b).

11 On February 12, 2019, the United States Trustee (the “**U.S. Trustee**”) appointed an Official
12 Committee of Unsecured Creditors (the “**Creditors Committee**”). On February 15, 2019, the U.S.
13 Trustee appointed an Official Committee of Tort Claimants (the “**Tort Claimants Committee**” and,
14 together with the Creditors Committee, the “**Committees**”). Additional information regarding the
15 circumstances leading to the commencement of the chapter 11 cases and information regarding the
16 Debtors’ businesses and capital structure is set forth in the *Amended Declaration of Jason P. Wells in*
17 *Support of the First Day Motions and Related Relief* [Docket No. 263] (the “**Wells Declaration**”).

18 On June 20, 2020, the Court’s order confirming the Plan was entered [Docket No. 8053]. On
19 July 1, 2020, the Plan went effective [Docket No. 8252]. Section 2.2(a) of the Plan provides that all
20 final fee applications are to be filed within 60 days after the Effective Date of the Plan.

21 **B. Debtors’ Retention of MTO**

22 On April 1, 2019, the Debtors filed the *Application of Debtors Pursuant to 11 U.S.C. § 327(e)*
23 *and Fed. R. Bankr. P. 2014(a) and 2016 for Authority to Retain and Employ Munger, Tolles & Olson*
24 *LLP as Attorneys for Certain Matters for the Debtors Effective as of the Peittion Date* [Docket No.
25 1167] (the “**Retention Application**”). The declaration of Janet Loduca was filed on April 1, 2019
26 [Docket No. 1169] in support of the Retention Application. The declaration of Henry Weissmann was
27 filed in support of the Retention Application on April 1, 2019 [Docket No. 1168], as amended and
28 supplemented by the amended declaration filed on April 2, 2019 [Docket No. 1181], the first, second,

1 third, and fourth supplemental declarations of Henry Weissmann filed on April 10, 2019 [Docket No.
2 1301], June 14, 2019 [Docket No. 2522], February 4, 2020 [Docket No. 5614] and May 8, 2020
3 [Docket No. 7137], the declaration in support of the first application to amend the retention order filed
4 on September 18, 2019 [Docket No. 3929-1] and the declaration in support of the second application to
5 amend the retention order filed on October 30, 2019 [Docket No. 4527-3] (collectively, the
6 “**Weissmann Declarations**”).

7 The *Order Authorizing Debtors Pursuant to 11 U.S.C. § 327(e) and Fed. R. Bankr. P. 2014(a)*
8 *and 2016 for Authority to Retain and Employ Munger, Tolles & Olson LLP as Counsel for Certain*
9 *Matters for the Debtors Effective as of the Petition Date* [Docket No. 1677] was entered on April 25,
10 2019. On September 18, 2019, the Debtors filed an application to amend the April 25, 2019 retention
11 order to clarify and expand the scope of the specific matters on which MTO is engaged to advise the
12 Debtors [Docket No. 3929], and on October 2, 2019, the Court’s order granting that application was
13 entered [Docket No. 4083]. On October 30, 2019, the Debtors filed the second application to amend
14 the April 25, 2019 retention order to clarify and expand the scope of the specific matters on which
15 MTO is engaged to advise the Debtors [Docket No. 4527], and on November 15, 2019, the Court’s
16 order granting that second application was entered [Docket No. 4757]. The April 25, October 2, and
17 November 15 orders authorizing the retention of MTO (collectively, the “**Retention Order**”) are
18 attached hereto as **Exhibit A**.

19 The Retention Order authorizes MTO to provide services as described in the Retention
20 Application and Weissmann Declarations (the “**Specific Matters**”), including:

- 21 a. Advising and representing the Debtors with respect to federal, state, and local laws and
22 regulations as they relate to (1) wildfires and the effects of wildfire liabilities on the
23 Debtors’ businesses; (2) the relative jurisdiction of the California Public Utilities
24 Commission (“**CPUC**”), the Federal Energy Regulatory Commission (“**FERC**”), and
25 federal courts, including the Bankruptcy Court; and (3) motions and other negotiations
26 and proceedings in the chapter 11 cases, and other legal proceedings, that may affect the
27 interests of the CPUC and/or parties in CPUC proceedings involving the Debtors,
28

1 including matters that may affect or relate to the Debtors' management, governance,
2 structure, and rates;

- 3 b. Advising and representing the Debtors in CPUC Proceedings, including but not limited
4 to: (a) R.19-01-006, Order Instituting Rulemaking to Implement Public Utilities Code
5 Section 451.2 Regarding Criteria and Methodology for Wildfire Cost Recovery
6 Pursuant to Senate Bill 901 ("**CPUC Proceeding R.19-01-006**"); (b) I.15-08-019,
7 Order Instituting Investigation on the Commission's Own Motion to Determine
8 Whether Pacific Gas and Electric Company and PG&E Corporation's Organizational
9 Culture and Governance Prioritize Safety ("**CPUC Proceeding I.15-08-019**"); (c)
10 A.19-02-016, Application of Pacific Gas and Electric Company for a Waiver of the
11 Capital Structure Condition ("**CPUC Proceeding A.19-02-016**"); (d) A.18-11-001,
12 Application of Pacific Gas and Electric Company to issue, sell, and deliver one or more
13 series of Debt Securities and to guarantee the obligations of others in respect of the
14 issuance of Debt Securities; to execute and deliver one or more indentures; to sell, lease,
15 assign, mortgage, or otherwise dispose of or encumber utility property; to issue, sell and
16 deliver in one or more series, cumulative Preferred Stock -- \$25 Par Value, Preferred
17 Stock -- \$100 Par Value, Preference Stock or any combination thereof; to utilize various
18 debt enhancement features; and enter into interest rate hedges ("**CPUC Proceeding**
19 **A.18-11-001**"); and (e) A.18-10-003, Application of Pacific Gas and Electric Company
20 to increase its authority to finance short-term borrowing needs and procurement-related
21 collateral costs by \$2.0 billion to an aggregate amount not to exceed \$6.0 billion
22 ("**CPUC Proceeding A.18-10-003**");
- 23 c. Advising and representing the Utility regarding its rights and obligations under various
24 power purchase agreements, including in connection with *NextEra Energy, Inc., et al. v.*
25 *Pacific Gas and Electric Company*, FERC Docket No. 19-35-000, and *PG&E Corp. et*
26 *al. v. Federal Energy Regulatory Commission*, Adv. Proc. No. 19-03003 (N.D. Cal.);
27 advising and representing the Utility on any appeal from these matters and, potentially,
28 as an amicus curiae in other proceedings involving similar legal issues;

- 1 d. Advising the Debtors regarding compliance with laws and regulations governing public
2 utilities, including Division 1, Part 1 of the California Public Utilities Code and the
3 CPUC's affiliate transaction rules (including Decision 06-12-029 and related decisions);
- 4 e. Advising and representing the Debtors as necessary and appropriate with respect to
5 potential actions by state government actors, including the legislature and the CPUC,
6 that may affect or relate to the Debtors' reorganization, plan, and operations, including
7 with respect to liability standards, insurance and related cost-spreading regimes,
8 recovery of costs in rates and the Debtors' management, governance and structure;
- 9 f. Advising and representing the Debtors with respect to issues arising under California
10 law that may affect or relate to the Debtors' reorganization, plan and operations;
11 California corporate law including but not limited to fiduciary duties and opinions
12 regarding due authority; California law governing corporate forms; the California
13 Public Records Act;
- 14 g. Representing and advising the Debtors with regard to regulatory, corporate,
15 transactional, and other legal issues associated with potential structural options in
16 relation to electric distribution systems;
- 17 h. Advising and representing the Debtors with regard to potential criminal, civil, and
18 administrative liability in connection with the 2017 and 2018 Northern California
19 wildfires, including:
- 20 i. Advising and representing the Debtors in civil or administrative proceedings
21 relating to the 2017 and 2018 Northern California wildfires;
- 22 ii. Advising and representing the Debtors concerning the Butte County Settlement;
- 23 iii. Coordinating with Debtors' counsel in civil actions and administrative
24 proceedings arising from wildfires to provide advice regarding potential impact
25 on and coordination with the Debtors' response to and positions in the criminal
26 investigations and any resulting prosecutions;
- 27
28

1 iv. Advising and representing the Debtors and coordinating with other counsel in
2 connection with any possible or proposed resolutions or settlements of criminal,
3 civil, or administrative liability arising from California wildfires;

4 i. Representing the Debtors as co-counsel at trial in the first trial in the consolidated action
5 captioned California North Bay Fire Cases, JCCP No. 4995 (Cal. Super. Ct.) (the
6 “**Tubbs Fire Action**”);

7 j. Representing and advising the Debtors in connection with any other civil actions or
8 proceedings arising out of or related to the Northern California wildfires;

9 k. Representing and advising the Debtors in connection with CPUC Decision No. 18-01-
10 022 and any related administrative or civil proceedings;

11 l. Representing and advising the Debtors in connection with any civil, administrative, or
12 criminal investigations or proceedings arising from the Kincade fire; and

13 m. Providing all other necessary legal services for the Debtors, as related to the above
14 matters, in connection with the above captioned chapter 11 cases, including fact
15 investigation, legal researching, briefing, argument, discovery, reorganization, plan and
16 disclosure statement matters, appearance and participation in hearings, and
17 communications and meetings with parties in interest.

18 The terms of MTO’s engagement are detailed in the engagement letters attached as Exhibits 1
19 through 6 to the initial Weissmann Declaration.

20 **C. No Adverse Interest with Respect to the Specific Matters**

21 To the best of the Debtors’ knowledge and as disclosed in the Weissmann Declarations, MTO
22 does not hold or represents an interest adverse to the Debtors or their estates with respect to the Specific
23 Matters. MTO may have in the past represented, may currently represent, and likely in the future will
24 represent parties in interest in connection with matters unrelated to the Debtors in these chapter 11 cases.
25 In the Weissmann Declarations, MTO disclosed its connections with parties in interest that it has been
26 able to ascertain using its reasonable efforts. MTO will update its disclosures as appropriate if MTO
27 becomes aware of relevant and material new information.

28 MTO performed the services for which it is seeking compensation on behalf of the Debtors and

1 their estates, and not on behalf of any committee, creditor, or other entity.

2 Except to the extent of the advance payments paid to MTO that MTO previously disclosed to
 3 this Court in the Weissmann Declarations, MTO has received no payment and no promises for
 4 payment from any source other than the Debtors for services provided or to be provided in any
 5 capacity whatsoever in connection with these chapter 11 cases.

6 Pursuant to Bankruptcy Rule 2016(b), MTO has not shared, nor has MTO agreed to share (a)
 7 any compensation it has received or may receive with another party or person other than with the
 8 partners, counsel, and associates of MTO or (b) any compensation another person or party has received
 9 or may receive.

10 **Summary of Interim Compensation and Monthly Fee Statements**

11 MTO has submitted monthly fee statements pursuant to the Interim Compensation Order for
 12 professional services rendered and expenses incurred during the first interim fee period from January
 13 29, 2019 through May 31, 2019.

Date Served	Period Covered	Total Fees	Total Expenses	Objection Deadline	Amount of Fees Received	Amount of Expenses Received
7/19/2019	1/29/2019 - 5/31/2019	\$6,653,996.00	\$99,363.65	8/9/2019	\$6,443,996.00	\$99,363.65
TOTAL	---	\$6,653,996.00	\$99,363.65	---	\$6,443,996.00	\$99,363.65

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 17
 18 On July 15, 2019, MTO filed the *First Interim Fee Application of Munger, Tolles & Olson LLP*
 19 *for Compensation for Services and Reimbursement of Expenses as Attorneys to the Debtors and*
 20 *Debtors in Possession for Certain Matters from January 29, 2019 Through May 31, 2019* [Docket No.
 21 2996] (the “**First Interim Application**”). That application was approved by the Court on February 4,
 22 2020 in the amount of \$6,543,359.65 (\$6,443,996.00 in fees and \$99,363.65 in expenses), which
 23 incorporated a compromise reached with the Fee Examiner [Docket No. 5621].

24 MTO has filed monthly fee statements for June, July, August, and September of 2019 [Docket
 25 Nos. 3807, 4117, 4576, & 4730].

Date Served	Period Covered	Total Fees	Total Expenses	Objection Deadline	Amount of Fees Received (80%)	Amount of Expenses Received (100%)
9/4/2019	6/1/2019 - 6/30/2019	\$2,181,357.00	\$32,451.74	9/25/2019	\$1,745,085.60	\$32,451.74
10/4/2019	7/1/2019	\$2,537,288.50	\$37,449.33	10/25/2019	\$2,029,830.80	\$37,449.33

	- 7/31/2019					
11/5/2019	8/1/2019 - 8/31/2019	\$2,100,807.00	\$20,385.85	11/26/2019	\$1,680,645.60	\$20,385.85
11/14/2019	9/1/2019 - 9/30/2019	\$2,432,283.00	\$25,717.21	12/5/2019	\$1,945,826.40	\$25,717.21
TOTAL	---	\$9,251,735.50	\$116,004.13	---	\$7,401,388.40	\$116,004.13

On November 15, 2019, MTO filed the *Second Interim Fee Application of Munger, Tolles & Olson LLP for Compensation for Services and Reimbursement of Expenses as Attorneys to the Debtors and Debtors in Possession for Certain Matters from June 1, 2019 Through September 30, 2019* [Docket No. 4758] (the “**Second Interim Application**”).

MTO has filed monthly fee statements for October, November, December of 2019 and January of 2020 [Docket Nos. 4996, 5895, 6255, & 6437].

Date Served	Period Covered	Total Fees	Total Expenses	Objection Deadline	Amount of Fees Received (80%)	Amount of Expenses Received (100%)
12/5/2019	10/1/2019 - 10/31/2019	\$3,940,101.00	\$37,240.58	12/26/2019	\$3,152,080.80	\$37,240.58
2/25/2020	11/1/2019 - 11/30/2019	\$4,441,179.50	\$283,541.58	3/17/2020	\$3,552,943.60	\$283,541.58
3/11/2020	12/1/2019 - 12/31/2019	\$3,179,151.50	\$62,785.01	4/1/2020	\$2,543,321.20	\$62,785.01
3/11/2020	1/1/2020 - 1/31/2020	\$3,168,515.00	\$258,521.31	4/13/2020	\$2,534,812.00	\$258,521.31
TOTAL	---	\$14,728,947.00	\$642,088.48		\$11,783,157.60	\$642,088.48

On March 25, 2020, MTO filed the *Amended Third Interim Fee Application of Munger, Tolles & Olson LLP for Compensation for Services and Reimbursement of Expenses as Attorneys to the Debtors and Debtors in Possession for Certain Matters from October 1, 2019 Through January 31, 2020* [Docket No. 6485] (the “**Amended Third Interim Application**”). This reflected a reduction of \$33,985 from the monthly fee statement for October 2019 to reflect the Court’s ruling on non-working travel time and resulted in a request for \$14,694,962.00 in fees for that interim fee period.

MTO reached agreement with the Fee Examiner regarding a compromise on the allowed amount of the Second and Amended Third Interim Applications, which was noticed for hearing on August 4 [D.N. 8389]. The Second Interim Application and Amended Third Interim Application were

1 approved by the Court on August 10, 2020 in the aggregate amount of \$23,854,790.11
 2 (\$23,096,697.50 in fees and \$758,092.61 in expenses), which incorporated that compromise [Docket
 3 No. 8389].

4 MTO has filed monthly fee statements for February, March, April and May of 2020 [Docket
 5 Nos. 6812, 7404, 7693, & 8330].

Date Served	Period Covered	Total Fees	Total Expenses	Objection Deadline	Amount of Fees Received (80%)	Amount of Expenses Received (100%)
4/20/2020	2/1/2020 - 2/29/2020	\$3,226,216.50	\$53,526.73	5/11/2020	\$2,580,973.20	\$53,526.73
5/18/2020	3/1/2020 - 3/31/2020	\$3,113,746.50	\$314,568.65	6/8/2020	\$2,490,997.20	\$314,568.65
6/1/2020	4/1/2020 - 4/30/2020	\$2,344,579.00	\$195,573.83	6/22/2020	-	-
7/8/2020	5/1/2020 - 5/31/2020	\$1,458,931.50	\$108,872.12	7/29/2020	-	-
TOTAL	---	\$10,143,473.50	\$672,541.33		\$5,071,970.40	\$368,095.38

14 On July 15, 2020, MTO filed the *Fourth Interim Fee Application of Munger, Tolles & Olson*
 15 *LLP for Compensation for Services and Reimbursement of Expenses as Attorneys to the Debtors and*
 16 *Debtors in Possession for Certain Matters from February 1, 2020 Through May 31, 2020* [Docket No.
 17 8406] (the “**Fourth Interim Application**”).

18 MTO reached agreement with the Fee Examiner regarding a compromise on the allowed
 19 amount of the Fourth Interim Applications. On August 30, 2020, the Fee Examiner noticed the Fourth
 20 Interim Application for hearing on September 22, 2020 [Docket No. 8389], which reflects a reduction
 21 of \$330,000 in fees. The amounts requested in this final Fee Application reflect this compromise and
 22 reduction.

23 MTO has filed a monthly fee statement for June 1 through July 1 of 2020 [Docket No. 8852].

Date Served	Period Covered	Total Fees	Total Expenses	Objection Deadline	Amount of Fees Received (80%)	Amount of Expenses Received (100%)
8/24/2020	6/1/2020 - 7/1/2020	\$1,657,356.90	\$4,947.50	9/14/2020	-	-
TOTAL	---	\$1,657,356.90	\$4,947.50		-	-

28 MTO seeks final approval of compensation for professional services rendered to the Debtors

1 during the Fee Period in the amount of \$41,011,523.90 , and reimbursement of actual and necessary
2 expenses incurred in connection with providing such services in the amount of \$1,534,945.09, in each
3 case net of the amounts paid as interim compensation awarded under section 331 of the Bankruptcy
4 Code. During the Fee Period, MTO attorneys and paraprofessionals expended a total of 58,402.3
5 hours for which compensation is requested.

6 As disclosed in the First Interim Application, the retainer balance of \$750,745.61 is being held
7 by MTO until the conclusion of its engagement and applied to any fees or expenses awarded in this
8 final Fee Application, with the remaining balance, if any, to be returned to the Debtors.

9 **Fees and Expenses Incurred During the Fee Period**

10 **A. Customary Billing Disclosures**

11 MTO's hourly rates are set at a level designed to compensate MTO fairly for the work of its
12 attorneys and paraprofessionals and to cover overhead and operating expenses. The hourly rates and
13 corresponding rate structure utilized by MTO in these chapter 11 cases are the same as the hourly rates
14 and corresponding rate structure MTO uses for other corporate, regulatory, litigation, and restructuring
15 related matters, whether in court or otherwise, regardless of whether a fee application is required.
16 MTO's rates and rate structure reflect the complex and time sensitive nature of the matters handled by
17 MTO. For the convenience of the Bankruptcy Court and all parties in interest, attached hereto as
18 **Exhibit B** is MTO's budget and staffing plan for this Fee Period, and attached hereto as **Exhibit C** is a
19 summary of blended hourly rates for timekeepers who billed to the Debtors during the Fee Period.

20 **B. Fees Incurred During the Fee Period**

21 MTO maintains computerized records of the time expended to render the professional services
22 required by the Debtors and their estates. For the convenience of the Court and all parties in interest,
23 attached hereto as **Exhibit D** is a summary of fees incurred and hours expended during the Fee Period,
24 setting forth the following information:

- 25 • the name of each attorney and paraprofessional for whose work on these chapter 11
26 cases compensation is sought;
- 27 • each attorney's year of bar admission and area of practice concentration;
- 28 • the aggregate time expended and fees billed by each attorney and each
paraprofessional during the Fee Period;

- the hourly billing rate for each attorney and each paraprofessional at MTO’s current billing rates; and
- the number of rate increases since the inception of the cases (of which there has been one, effective as of January 1, 2020 [Docket No. 4922]).

C. Expenses Incurred During the Fee Period

MTO maintains a record of expenses incurred in the rendition of the professional services required by the Debtors and their estates and for which reimbursement is sought. For the convenience of the Court and all parties in interest, attached hereto as **Exhibit E** is a summary, setting forth the total amount of reimbursement for the Fee Period with respect to each category of expenses for which MTO is seeking reimbursement.

Summary of Legal Services Rendered During the Fee Period

Below is a summary, by subject matter categories (each, a “Matter Category”) that MTO established for these chapter 11 cases in consultation with the Debtors, of the fees and hours billed for each Matter Category in the Fee Period (see **Exhibit F**):²

Matter Number	Project Category Description	Hours		Total Compensation		Expenses	Total
		Budgeted	Billed	Budgeted	Billed		
020	Legislative	1,203	735.3	\$1,054,050.00	\$625,863.50	-	\$625,863.50
021	Non-Bankruptcy Litigation – Criminal Wildfire Investigation	75,698	29,127.2	\$40,151,558.00	\$19,162,723.00	-	\$19,149,546.00
022	Non-Working Travel	904	729.8	\$957,231.00	\$713,796.50	-	\$713,710.50
023	Power Purchase Agreements (including Adversary Proceedings)	1,015	1,460.7	\$979,113.00	\$1,172,533.00		\$1,101,763.40
025	Regulatory	16,774	16,347.4	\$13,657,988.00	\$14,115,959.50		\$14,115,959.50
026	MTO Retention and Fee Applications	915	764.2	\$738,713.00	\$518,179.50		\$517,962.50
033	TUB - Tubbs Fire state court litigation	0	6,682.3	\$0.00	\$4,485,510.00		\$4,485,510.00
034	TUF - Tubbs Fire Estimation & Discovery and Investigation Related to Estimation	21,548	0.0	\$12,131,940.00	\$0.00		\$0.00
035	Kincade	4,230	2,515.2	\$3,021,775.00	\$1,651,857.50		\$1,651,857.50

² For each Matter Category, the chart also shows the amount budgeted by MTO in accordance with the staffing and budget plan provided to the Debtors as required under the guidelines adopted by the Office of the United States Trustee.

Matter Number	Project Category Description	Hours		Total Compensation		Expenses	Total
		Budgeted	Billed	Budgeted	Billed		
036	Inverse Condemnation Appeal	125	40.2	\$126,250.00	\$39,351.00		\$39,351.00
Subtotal		122,412	58,402.3	\$72,819,742.00	\$42,486,773.50	\$1,534,945.09	\$44,021,718.59
	Credit (1/29/19 -5/31/19)				(\$14,480.00)		(\$14,480.00)
	Credit (5/1/20 – 5/31/20)				(\$30,446.96)		(\$30,446.96)
	Credit (6/1/20 – 7/1/20)				(\$40,322.64)		(\$40,322.64)
	Interim Fee Reductions				(\$1,390,000.00)		(\$1,390,000.00)
Total		122,412	58,402.3	\$72,819,742.00	\$41,011,523.90	\$1,534,945.09	\$42,546,468.99

A schedule setting forth a description of the Matter Categories utilized in this case, the number of hours expended by MTO partners, associates and paraprofessionals by Matter Category, and the aggregate fees associated with each Matter Category is attached hereto as **Exhibit G**. In addition, MTO’s computerized records of time expended and expenses incurred providing professional services to the Debtors and their estates for January 29, 2019 through May 31, 2020 were attached to the four prior Interim Fee Applications and for the period June 1, 2020 through July 1, 2020 are attached hereto as **Exhibit H**.

The following paragraphs provide summary descriptions of the most significant services rendered by MTO during the Fee Period. The descriptions are organized by Matter Category.³

Legislative [Matter No. 020]

Total Fees: \$625,863.50
 Total Hours: 735.3

This Matter Category records time spent by MTO attorneys and paraprofessionals related to legislative issues being considered by the state of California. This work included review, analysis, research, and revision of proposed legislation related to wildfire liabilities and utility entities and their affiliates. This work included advising the Debtors on these matters and representing the interests of the Debtors with the state of California and other stakeholders.

Non-Bankruptcy Litigation / Wildfire (Criminal) [Matter No. 021]

Total Fees: \$19,162,723.00
 Total Hours: 29,127.2

³ For simplicity, the amounts shown for fees and hours do not reflect the compromises reached with the Fee Examiner on the First, Second, Third, and Fourth Interim Fee Applications.

1 This Matter Category relates to investigations and analysis of potential criminal liability in
2 connection with the 2017 and 2018 Northern California wildfires. This work includes extensive
3 investigation and other discovery by MTO of the Debtors and communications with district attorneys
4 offices within California and the Office of the Attorney General of the State of California. It also
5 involves the provision of information and documents to those offices, including in response to specific
6 requests for documents and other information. The investigation and discovery have required
7 extensive travel by MTO and numerous interviews of the Debtors' personnel and former personnel and
8 significant time for the review and analysis of substantial records and documents. MTO also spent
9 substantial time analyzing the information gathered and preparing presentations to, and meeting with,
10 the Debtors as well as the district attorneys offices within California and the Office of the Attorney
11 General of the State of California. This matter category includes performing legal research and
12 analysis and advising the Debtors on these matters and the October 2018 settlement with Butte County
13 relating to the 2017 wildfires, and substantial time spent preparing for and advising the Debtors
14 regarding court proceedings on the 2018 Camp Fire. Our work helped the Debtors reach resolutions
15 related to the 2017 and 2018 Northern California wildfires.

16 **Non-Working Travel [Matter No. 022]**

17 Total Fees: \$714,796.50
18 Total Hours: 729.8

19 This Matter Category reflects non-working travel time of MTO attorneys in providing services
20 to the Debtors. This includes travel to Northern California and other locations for board meetings,
21 court hearings, meetings with government entities, and various interviews, data or document
22 collection, and other meetings related to the Specific Matters. The amount requested reflects the
23 Court's ruling on the Fee Examiner motion heard on October 7, 2019 and further discussion with the
24 Fee Examiner regarding non-working car travel time under which the first 1.5 hours of car travel time
25 was not billed and the remaining time was billed at 50%.

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Power Purchase Agreements (including Adversary Proceedings) [Matter No. 023]

Total Fees: \$1,172,533.00
Total Hours: 1,460.7

This Matter Category includes time spent by MTO attorneys and paraprofessionals providing services related to analysis of issues and appeals of disputes over the rejection of power purchase agreements in the Debtors' cases. This work has included analysis of legal issues, precedent, and the adversary proceeding before this court involving counterparties to these agreements and FERC, briefing on the appeals and other work to prepare for the appeal hearing, and advice to the Debtors regarding these matters.

Regulatory Issues [Matter No. 025]

Total Fees: \$14,115,959.50
Total Hours: 16,347.40

This Matter Category includes time spent by MTO attorneys and paraprofessionals regarding regulatory matters before the CPUC. This work has involved a number of CPUC matters, including those referenced above under Specific Matters, as well as the Order Instituting Investigation with respect to any plan of reorganization proposed in the Bankruptcy Cases (I.19-09-016) and related activities. MTO has also represented the Debtors in an application to issue securitized bonds in the amount of \$7.5 billion based on the customer harm threshold decision of the CPUC (A.20-04-023), which bonds will allow the Debtors to retire the \$6 billion of temporary utility debt, accelerate payments to fire victims, and improve the utility's credit ratings for the benefit of customers. In these various matters, MTO spent time reviewing filings and actions by the CPUC as well as other parties, conducting research on the issues raised by the CPUC, preparing submissions by the Debtors in the various CPUC matters, communicating with other stakeholders (including the Governor's Office), and consulting with the Debtors. Significantly, MTO represented the Debtors before the CPUC in the Order Instituting Investigation, which culminated in the CPUC's approval of the Plan on June 1, 2020 and subsequent statement in these cases on June 26, 2020 [Docket No. 8132].

1 **Retention / Billing / Fee Applications: MTO [Matter No. 026]**

2 Total Fees: \$518,179.50
3 Total Hours: 764.2

4 This Matter Category reflects time spent by MTO attorneys and paraprofessionals related to the
5 retention of MTO by the Debtors. This category includes time spent preparing the original and
6 supplemental retention application, montly fee staetments, budgets, and interim fee applications.

7 **TUB - Tubbs Fire State Court Litigation (Judge Jackson) [Matter No. 033]**

8 Total Fees: \$4,485,510.00
9 Total Hours: 6,682.3

10 This Matter Category includes time spent by MTO attorneys and paraprofessionals regarding
11 the state court trial for the Tubbs fire in which MTO is co-counsel. MTO worked alongside co-counsel
12 to prepare the case for trial in early 2020 under intense time constraints. Through theses efforts and the
13 efforts to reach a global resolution of these cases, the Debtors reached agreement with all major
14 constituents on the Plan without the need and additional expense of a state court trial.

15 **Kincade [Matter No. 035]**

16 Total Fees: \$1,651,857.50
17 Total Hours: 2,515.2

18 This Matter Category includes time spent by MTO attorneys and paraprofessionals regarding
19 the Kincade wildfire that occurred in 2019. This work has involved analysis and review of relevant
20 documents and records, interviews of relevant personnel, presentations to the Debtors, and
21 coordination with co-counsel and the Debtors regarding the investigation. This matter is ongoing and
22 will continue after the Effective Date of the Plan.

23 **Actual and Necessary Expenses Incurred by MTO**

24 As set forth in **Exhibit H** attached hereto, and as summarized in **Exhibit E** attached hereto,
25 MTO has incurred a total of \$1,534,945.09 in expenses on behalf of the Debtors during the Fee Period,
26 of which \$4,947.50 was incurred in the period from June 1, 2020 through July 1, 2020. These charges
27 are intended to reimburse MTO's direct operating costs, which are not incorporated into the MTO
28 hourly billing rates. MTO charges external copying at the provider's cost without markup. Only

1 clients who actually use services of the types set forth in **Exhibit H** of this Fee Application are
2 separately charged for such services.

3 **Client Review of Billing Statements**

4 Pursuant to the Local Guidelines, a cover letter was sent to the Debtors with a copy of the Fee
5 Application concurrently with the filing of this Fee Application. The letter invites the Debtors to
6 discuss with MTO and/or the U.S. Trustee any objections, concerns, or questions the Debtors may
7 have with regard to the requested compensation and reimbursement set forth in the Fee Application. A
8 copy of the transmittal letter is attached hereto as **Exhibit I**.

9 **Reasonable and Necessary Services Provided by MTO**

10 **A. Reasonable and Necessary Fees and Expenses Incurred in Providing Services to the**
11 **Debtors**

12 MTO respectfully submits that the professional services provided to the Debtors during the Fee
13 Period were reasonable, necessary, and appropriate to the administration of these chapter 11 cases and
14 related matters. MTO makes every reasonable effort to ensure that travel meals, hotel rates, and
15 airfares are reasonable and appropriate expenses for which to seek reimbursement.

16 MTO regularly reviews its bills to ensure that the Debtor is only billed for services that were
17 actual and necessary and, where appropriate, prorates expenses.

18 **MTO's Requested Compensation and Reimbursement Should be Allowed**

19 Section 330 of the Bankruptcy Code provides that a court may award a professional employed
20 under section 327 of the Bankruptcy Code "reasonable compensation for actual, necessary services
21 rendered . . . and reimbursement for actual, necessary expenses." 11 U.S.C. § 330(a)(1). Section 330
22 also sets forth the criteria for the award of such compensation and reimbursement:

23 In determining the amount of reasonable compensation to be awarded to
24 an examiner, trustee under chapter 11, or professional person, the court
25 shall consider the nature, the extent, and the value of such services,
26 taking into account all relevant factors, including –

- 26 (a) the time spent on such services;
27 (b) the rates charged for such services;

- 1 (c) whether the services were necessary to the administration
2 of, or beneficial at the time at which the service was
3 rendered toward the completion of, a case under this title;
- 4 (d) whether the services were performed within a reasonable
5 amount of time commensurate with the complexity,
6 importance, and nature of the problem, issue, or task
7 addressed;
- 8 (e) with respect to a professional person, whether the person is
9 board certified or otherwise has demonstrated skill and
10 experience in the bankruptcy field; and
- 11 (f) whether the compensation is reasonable based on the
12 customary compensation charged by comparably skilled
13 practitioners in cases other than cases under this title.

14 11 U.S.C. § 330(a)(3).

15 In determining the amount of allowable fees under Bankruptcy Code section 330(a), courts are
16 to be guided by the same “general principles” as are to be applied in determining awards under the
17 federal fee-shifting statutes, with “some accommodation to the peculiarities of bankruptcy matters.”
18 *Burgess v. Klenske (In re Manoa Finance Co., Inc.)*, 853 F.2d 687, 691 (9th Cir. 1988). In assessing
19 the propriety of an award of attorneys’ fees, twelve factors relevant to determining such fees were
20 identified in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717-719 (5th Cir. 1974), a Title
21 VII class action case under the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq., and *Kerr v. Screen*
22 *Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir. 1975), *cert. denied*, 425 U.S. 951 (1976): (1) the time and
23 labor required, (2) the novelty and difficulty of the questions, (3) the skill requisite to perform the
24 service properly, (4) the preclusion of other employment by the professional due to acceptance of the
25 case, (5) the customary fee, (6) whether the fee is fixed or contingent, (7) time limitations imposed by
26 the client or the circumstances, (8) the amount involved and the results obtained, (9) the experience,
27 reputation, and ability of the professionals, (10) the undesirability of the case, (11) the nature and
28 length of the professional relationship with the client, and (12) awards in similar cases. *See American*
Benefit Life Ins. Co. v. Baddock (In re First Colonial Corp. of America), 544 F.2d 1291 (5th Cir. 1977)
(*Johnson* criteria applicable in bankruptcy cases.).

In making a fee award, bankruptcy courts should consider the circumstances of the case, and
the manner in which professional services were performed, as well as the results achieved. *Roberts*,

1 *Sheridan & Kotel, P.C. v. Bergen Brunswig Drug Co. (In re Mednet MPC Corp.)*, 251 B.R. 103, 108
2 (9th Cir. BAP 2000). When determining whether the services were actual and necessary, “a
3 professional need demonstrate only that the services were reasonably likely to benefit the estate at the
4 time rendered.” *Id.* at 108. Thus, while it is a relevant factor, § 330(a) “does not require that the
5 services result in a material benefit to the estate in order for the professional to be compensated.” *Id.*

6 MTO respectfully submits that the services for which is seeks compensation in this Fee
7 Application were, at the time rendered, beneficial to the Debtors and necessary to the administration of
8 these chapter 11 cases. MTO believes that it performed the services for the Debtors economically,
9 effectively, and efficiently, and the results obtained benefited not only the Debtors, but were necessary
10 for the administration of the Debtors’ cases. MTO further submits that the compensation requested
11 herein is reasonable in light of the nature, extent and value of such services to the Debtors, and all
12 parties in interest and satisfy the *Johnson* factors.

13 During the Fee Period, MTO’s hourly billing rates for attorneys ranged from \$315.00 to
14 \$1,500.00. **Exhibit C** contains information regarding the blended hourly rates for MTO professionals
15 and paraprofessionals who rendered services to the Debtors in the Fee Period. The hourly rates and
16 corresponding rate structure utilized by MTO in these chapter 11 cases are equivalent to the hourly
17 rates and corresponding rate structure used by MTO for corporate, regulatory, litigation, and
18 restructuring related matters, whether in court or otherwise, regardless of whether a fee application is
19 required. MTO strives to be efficient in the staffing of matters. These rates and the rate structure
20 reflect that such matters are typically national in scope and involve great complexity, are of significant
21 and material importance to our clients, and involve severe time pressures—all of which are present in
22 these chapter 11 cases. MTO believes that its hourly rates are consistent with the rates charged
23 elsewhere by comparable professionals, including those retained in these chapter 11 cases.

24 In sum, MTO respectfully submits that the professional services provided by MTO on behalf of
25 the Debtors and their estates during these chapter 11 cases were necessary and appropriate given the
26 complexity of these chapter 11 cases, the time expended by MTO, the nature and extent of MTO’s
27 services provided, the value of MTO’s services, and the cost of comparable services outside of
28 bankruptcy, all of which are relevant factors set forth in section 330 of the Bankruptcy Code.

1 Accordingly, MTO respectfully requests approval of the compensation sought herein.

2 **Statement Regarding United States Trustee Guidelines**

3 The following information is provided in response to information requested in the guidelines
4 promulgated by the U.S. Trustee:

5 **Question:** Did MTO agree to any variations from, or alternatives to, MTO's
6 standard or customary billing arrangements for this engagement?

7 **Response:** No.

8 **Question:** If the fees sought in this Fee Application as compared to the fees
9 budgeted for the time period covered by this Fee Application are higher by 10% or
10 more, did you discuss the reasons for the variation with the Debtors?

11 **Response:** The fees sought are not higher by 10% or more than budgeted.

12 **Question:** Have any of the professionals whose fees are sought in the Fee
13 Application varied their rate based on the geographic location of the Debtors
14 chapter 11 cases?

15 **Response:** No.

16 **Question:** Does the Fee Application include time or fees related to reviewing or
17 revising time records or preparing, reviewing, or revising invoices? (This is limited
18 to work involved in preparing and editing billing records that would not be
19 compensable outside of bankruptcy and does not include reasonable fees for
20 preparing a fee application). If so, please quantify by hours and fees.

21 **Response:** MTO is seeking compensation with respect to the approximately 6.8
22 hours and \$4,197.00 in fees for the period June 1, 2020 through July 1, 2020 and
23 approximately 287.2 hours and \$198,840.00 in fees for the Fee Period spent
24 reviewing or revising time records and preparing, reviewing, and revising invoices
25 for privileged or confidential information.

26 **Question:** If the Fee Application includes any rate increase since retention, (i) Did
27 your client review and approve those rate increases in advance?; and (ii) Did your
28 client agree when retaining the law firm to accept all future rate increases?

Response: Yes.

Notice

The Debtors will provide notice of this Fee Application in accordance with the Interim
Compensation Order.

No Prior Request

No prior application for the relief requested herein has been made to this or any other court.

EXHIBIT A

Exhibit A

Retention Orders

EDWARD J. EMMONS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA



1 BRAD BRIAN (State Bar No. 79001)
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Signed and Filed: April 24, 2019

DENNIS MONTALI
U.S. Bankruptcy Judge

5 **MUNGER, TOLLES & OLSON LLP**
350 South Grand Avenue
6 Fiftieth Floor
Los Angeles, California 90071
7 Telephone: (213) 683-9100
Facsimile: (213) 683-3702

9 *Proposed Attorneys for Debtors
and Debtors in Possession*

11 **UNITED STATES BANKRUPTCY COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**
13 **SAN FRANCISCO DIVISION**

14 In re
15 PG&E CORPORATION,
16 -and-
17 PACIFIC GAS AND ELECTRIC
18 COMPANY,
Debtors.

Bankruptcy Case
No. 19-30088 (DM)
Chapter 11
(Lead Case)
(Jointly Administered)

- 19 Affects PG&E Corporation
- 20 Affects Pacific Gas and Electric Company
- 21 Affects both Debtors

**ORDER PURSUANT TO 11 U.S.C. § 327(e)
AND FED. R. BANKR. P. 2014(a) AND
2016 FOR AUTHORITY TO RETAIN
AND EMPLOY MUNGER, TOLLES &
OLSON LLP AS COUNSEL FOR
CERTAIN MATTERS THE DEBTORS
EFFECTIVE AS OF THE PETITION
DATE**

1 Upon the Application, dated February 13, 2019 (the “**Application**”), of PG&E Corporation
2 (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors and debtors in
3 possession (collectively, “**PG&E**” or the “**Debtors**”) in the above-captioned chapter 11 cases (the
4 “**Chapter 11 Cases**”), pursuant to section 327(e) of title 11 of the United States Code (the
5 “**Bankruptcy Code**”) and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure
6 (the “**Bankruptcy Rules**”), for authority to retain and employ Munger, Tolles & Olson LLP
7 (“**MTO**” or “**Firm**”) as counsel for certain matters for the Debtors effective as of the Petition
8 Date, under a general retainer, all as more fully set forth in the Application; and this Court having
9 jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§
10 157 and 1334, and the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*,
11 General Order 24 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District
12 Court for the Northern District of California (the “**Bankruptcy Local Rules**”); and consideration
13 of the Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b);
14 and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and
15 proper notice of the Application having been provided to the parties listed therein, and it appearing
16 that no other or further notice need be provided; and this Court having reviewed the Application,
17 the Weissmann Declaration, the Loduca Declaration, and the Wells Declaration; and upon the
18 record of the Hearing (if any was held) and all of the proceedings had before the Court; and this
19 Court having found and determined that the relief sought in the Application is in the best interests
20 of the Debtors, their estates, creditors, shareholders, and all parties in interest; and that the legal
21 and factual bases set forth in the Application establish just cause for the relief granted herein; and
22 after due deliberation and sufficient cause appearing therefor,

23 **IT IS HEREBY ORDERED THAT:**

- 24 1. This Application is granted as provided herein.
- 25 2. The Debtors are authorized, pursuant to section 327(e) of the Bankruptcy Code and
26 Bankruptcy Rules 2014(a) and 2016, to retain and employ MTO as counsel under the
27 terms and conditions set forth in the Application and the Weissmann Declaration
28 effective *nunc pro tunc* to the Petition Date.

1 3. The Weissmann Declaration sets for the services being provided by, and to be provided
2 by, MTO to the Debtors with respect to the following matters (the “**Specific**
3 **Matters**”):

4 a. Advising and representing the Debtors with respect to federal, state, and local
5 laws and regulations as they relate to (1) wildfires and the effects of wildfire
6 liabilities on the Debtors’ businesses; (2) the relative jurisdiction of the
7 California Public Utilities Commission (“**CPUC**”), the Federal Energy
8 Regulatory Commission (“**FERC**”), and federal courts, including the
9 Bankruptcy Court; and (3) motions and other negotiations and proceedings in
10 the Chapter 11 Cases, and other legal proceedings, that may affect the interests
11 of the CPUC and/or parties in CPUC proceedings involving the Debtors,
12 including matters that may affect or relate to the Debtors’ management,
13 governance, structure, and rates;

14 b. Advising and representing the Debtors in CPUC Proceedings, including but not
15 limited to: (a) R.19-01-006, Order Instituting Rulemaking to Implement Public
16 Utilities Code Section 451.2 Regarding Criteria and Methodology for Wildfire
17 Cost Recovery Pursuant to Senate Bill 901 (“**CPUC Proceeding R.19-01-**
18 **006**”); (b) I.15-08-019, Order Instituting Investigation on the Commission’s
19 Own Motion to Determine Whether Pacific Gas and Electric Company and
20 PG&E Corporation’s Organizational Culture and Governance Prioritize Safety
21 (“**CPUC Proceeding I.15-08-019**”); (c) A.19-02-016, Application of Pacific
22 Gas and Electric Company for a Waiver of the Capital Structure Condition
23 (“**CPUC Proceeding A.19-02-016**”); (d) A.18-11-001, Application of Pacific
24 Gas and Electric Company to issue, sell, and deliver one or more series of Debt
25 Securities and to guarantee the obligations of others in respect of the issuance
26 of Debt Securities; to execute and deliver one or more indentures; to sell, lease,
27 assign, mortgage, or otherwise dispose of or encumber utility property; to issue,
28 sell and deliver in one or more series, cumulative Preferred Stock -- \$25 Par

1 Value, Preferred Stock -- \$100 Par Value, Preference Stock or any combination
2 thereof; to utilize various debt enhancement features; and enter into interest rate
3 hedges (“CPUC Proceeding A.18-11-001”); (e) A.18-10-003, Application of
4 Pacific Gas and Electric Company to increase its authority to finance short-term
5 borrowing needs and procurement-related collateral costs by \$2.0 billion to an
6 aggregate amount not to exceed \$6.0 billion (“CPUC Proceeding A.18-10-
7 003”); and (f) any other related or similar CPUC proceeding or other CPUC
8 proceeding arising from the matters for which MTO is representing the
9 Debtors;

10 c. Advising and representing the Utility regarding its rights and obligations under
11 various power purchase agreements, including in connection with *NextEra*
12 *Energy, Inc., et al. v. Pacific Gas and Electric Company*, FERC Docket No. 19-
13 35-000, and *PG&E Corp. et al. v. Federal Energy Regulatory Commission*,
14 Adv. Proc. No. 19-03003 (N.D. Cal.); advising and representing the Utility on
15 any appeal from these matters and, potentially, as an amicus curiae in other
16 proceedings involving similar legal issues;

17 d. Advising the Debtors regarding compliance with laws and regulations
18 governing public utilities, including Division 1, Part 1 of the California Public
19 Utilities Code and the CPUC’s affiliate transaction rules (including Decision
20 06-12-029 and related decisions);

21 e. Advising and representing the Debtors as necessary and appropriate with
22 respect to potential actions by state government actors, including the legislature
23 and the CPUC, that may affect or relate to the Debtors’ reorganization, plan,
24 and operations, including with respect to liability standards, insurance and
25 related cost-spreading regimes, recovery of costs in rates and the Debtors’
26 management, governance and structure;

27 f. Advising and representing the Debtors with respect to issues arising under
28 California law that may affect or relate to the Debtors’ reorganization, plan and

1 operations; California corporate law including but limited to fiduciary duties
2 and opinions regarding due authority; California law governing corporate
3 forms; the California Public Records Act;

4 g. Advising and representing the Debtors with regard to potential criminal, civil,
5 and administrative liability in connection with the 2017 and 2018 Northern
6 California wildfires, including:

7 i. Advising and representing the Debtors in civil or administrative
8 proceedings relating to the 2017 and 2018 Northern California wildfires;

9 ii. Advising and representing the Debtors concerning the Butte County
10 Settlement;

11 iii. Coordinating with Debtors' counsel in civil actions and administrative
12 proceedings arising from wildfires to provide advice regarding potential
13 impact on and coordination with the Debtors' response to and positions
14 in the criminal investigations and any resulting prosecutions;

15 iv. Advising and representing the Debtors and coordinating with other
16 counsel in connection with any possible or proposed resolutions or
17 settlements of criminal, civil, or administrative liability arising from
18 California wildfires; and

19 h. Providing all other necessary legal services for the Debtors, as related to the
20 above matters, in connection with the above captioned Chapter 11 Cases,
21 including fact investigation, legal researching, briefing, argument, discovery,
22 reorganization, plan and disclosure statement matters, appearance and
23 participation in hearings, and communications and meetings with parties in
24 interest.

25 4. MTO shall be compensated in accordance with, and will file, interim and final fee
26 applications for allowance of its compensation and expenses and shall be subject to
27 sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy
28 Local Rules, the Fee Guidelines, and any further order of the Court;

- 1 5. MTO shall be reimbursed for reasonable and necessary expenses as provided by the
- 2 Fee Guidelines;
- 3 6. MTO is authorized without further order of the Court to apply amounts from the
- 4 Retainer to compensate and reimburse MTO and the Economic Consultants for fees or
- 5 expenses incurred prior to the Petition Date consistent with their ordinary course
- 6 billing practices. Notwithstanding anything to the contrary in the Engagement Letter,
- 7 the Debtors are not obligated to replenish the Retainer. MTO shall hold the balance of
- 8 the Retainer until the conclusion of the MTO engagement and the payment of the fees,
- 9 costs, and expenses of MTO as approved in the MTO final fee application, after which
- 10 MTO shall return any remaining balance of the Retainer to the Debtors.
- 11 7. MTO shall use its best efforts to avoid any duplication of services provided by any of
- 12 the Debtors' other retained professionals in these Chapter 11 Cases;
- 13 8. Notice of the Application as provided therein shall be deemed good and sufficient
- 14 notice of the Application;
- 15 9. MTO shall provide reasonable notice to the Debtors and the U.S. Trustee of any
- 16 increase of MTO's hourly rates as set forth in the Weissmann Declaration;
- 17 10. To the extent the Application is inconsistent with this Order, the terms of the Order
- 18 shall govern;
- 19 11. This Court shall retain jurisdiction to hear and determine all matters arising from or
- 20 related to the implementation, interpretation, or enforcement of this Order.

21 **END OF ORDER**

EDWARD J. EMMONS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA



1 BRAD BRIAN (State Bar No. 79001)
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Signed and Filed: October 2, 2019

DENNIS MONTALI
U.S. Bankruptcy Judge

5 **MUNGER, TOLLES & OLSON LLP**
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7 Telephone: (213) 683-9100
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8

9 *Proposed Attorneys for Debtors
and Debtors in Possession*

10 **UNITED STATES BANKRUPTCY COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13 In re
14 PG&E CORPORATION,
15 -and-
16 PACIFIC GAS AND ELECTRIC
COMPANY,
17 Debtors.

Bankruptcy Case
No. 19-30088 (DM)
Chapter 11
(Lead Case)
(Jointly Administered)

- 18 Affects PG&E Corporation
- 19 Affects Pacific Gas and Electric Company
- 20 Affects both Debtors

**ORDER AMENDING ORDER
PURSUANT TO 11 U.S.C. § 327(a) AND
FED. R. BANKR. P. 2014(a) AND 2016
FOR AUTHORITY TO RETAIN AND
EMPLOY MUNGER, TOLLES & OLSON
LLP AS COUNSEL FOR CERTAIN
MATTERS AS OF THE PETITION DATE**

[No hearing requested]

[Relates to Dkt. No. 1677]

1 Upon the application, dated September 18, 2019 (the “**Application to Amend**”), of PG&E
2 Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors
3 and debtors in possession (collectively, “**PG&E**” or the “**Debtors**”) in the above-captioned
4 chapter 11 cases (the “**Chapter 11 Cases**”), to amend *Order Pursuant to 11 U.S.C. § 327(e) and*
5 *Fed. R. Bankr. P. 2014(a) and 2016 for Authority to Retain and Employ Munger, Tolles & Olson*
6 *LLP as Counsel for Certain Matters Effective as of the Petition Date* (the “**Retention Order**”)
7 [Dkt No. 1677]; and this Court having jurisdiction to consider the Application to Amend and the
8 relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order Referring*
9 *Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 and Rule 5011-1(a)
10 of the Bankruptcy Local Rules for the United States District Court for the Northern District of
11 California (the “**Bankruptcy Local Rules**”); and consideration of the Application to Amend and
12 the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being
13 proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the
14 Application having been provided to the parties listed therein, and it appearing that no other or
15 further notice need be provided; and this Court having reviewed the Application to Amend and the
16 Weissmann Declaration; and upon the record of the Hearing (if any was held) and all of the
17 proceedings had before the Court; and this Court having found and determined that the relief
18 sought in the Application to Amend is in the best interests of the Debtors, their estates, creditors,
19 shareholders, and all parties in interest; and that the legal and factual bases set forth in the
20 Application to Amend establish just cause for the relief granted herein; and after due deliberation
21 and sufficient cause appearing therefor,

22 **IT IS HEREBY ORDERED THAT:**

- 23 1. The Application to Amend is granted as provided herein.
- 24 2. The Retention Order is hereby amended to provide that the Specific Matters include:
- 25 a. Representing and advising the Debtors with regard to regulatory, corporate,
26 transactional, and other legal issues associated with potential structural options
27 in relation to electric distribution systems;
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- b. Representing the Debtors as co-counsel at trial in the first trial in the consolidated action captioned *California North Bay Fire Cases*, JCCP No. 4995 (Cal. Super. Ct.) (the “**Tubbs Fire Action**”);
 - c. Representing and advising the Debtors in connection with any other civil actions or proceedings arising out of or related to the Northern California wildfires.
3. Subject to the foregoing clarifying amendment, the Retention Order remains in effect and is incorporated herein by reference.
 4. Notice of the Application to Amend as provided therein shall be deemed good and sufficient notice of the Application to Amend;
 5. To the extent the Application to Amend is inconsistent with this Order, the terms of the Order shall govern;
 6. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

END OF ORDER



EDWARD J. EMMONS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

1 BRAD BRIAN (State Bar No. 79001)
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Signed and Filed: November 14, 2019

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DENNIS MONTALI
U.S. Bankruptcy Judge

5 **MUNGER, TOLLES & OLSON LLP**
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7 Telephone: (213) 683-9100
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9 *Proposed Attorneys for Debtors
and Debtors in Possession*

10 **UNITED STATES BANKRUPTCY COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13 In re
14 PG&E CORPORATION,
15 -and-
16 PACIFIC GAS AND ELECTRIC
COMPANY,
Debtors.
17 Affects PG&E Corporation
18 Affects Pacific Gas and Electric Company
19 Affects both Debtors

Bankruptcy Case
No. 19-30088 (DM)
Chapter 11
(Lead Case)
(Jointly Administered)

**ORDER AMENDING ORDER
PURSUANT TO 11 U.S.C. § 327(e) AND
FED. R. BANKR. P. 2014(a) AND 2016
FOR AUTHORITY TO RETAIN AND
EMPLOY MUNGER, TOLLES & OLSON
LLP AS COUNSEL FOR CERTAIN
MATTERS AS OF THE PETITION DATE**

[No hearing requested]
[Relates to Dkt. No. 1677]

1 Upon the application, dated October 28, 2019 (the “**Second Application to Amend**”), of
2 PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as
3 debtors and debtors in possession (collectively, “**PG&E**” or the “**Debtors**”) in the above-
4 captioned chapter 11 cases (the “**Chapter 11 Cases**”), to amend *Order Pursuant to 11 U.S.C.*
5 *§ 327(e) and Fed. R. Bankr. P. 2014(a) and 2016 for Authority to Retain and Employ Munger,*
6 *Tolles & Olson LLP as Counsel for Certain Matters Effective as of the Petition Date* [Dkt No.
7 1677] (the “**Retention Order**”), as amended by that *Order Amending Order Pursuant to 11*
8 *U.S.C. § 327(e) and Fed. R. Bankr. P. 2014(a) and 2016 for Authority to Retain and Employ*
9 *Munger, Tolles & Olson LLP as Counsel for Certain Matters as of the Petition Date* [Dkt. No.
10 4083] (the “**First Amended Retention Order**”); and this Court having jurisdiction to consider the
11 Application to Amend and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and
12 the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges, General Order 24*
13 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the
14 Northern District of California (the “**Bankruptcy Local Rules**”); and consideration of the Second
15 Application to Amend and the requested relief being a core proceeding pursuant to 28 U.S.C.
16 § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and
17 due and proper notice of the Second Application to Amend having been provided to the parties
18 listed therein, and it appearing that no other or further notice need be provided; and this Court
19 having reviewed the Second Application to Amend and the Weissmann Declaration; and upon the
20 record of the Hearing (if any was held) and all of the proceedings had before the Court; and this
21 Court having found and determined that the relief sought in the Second Application to Amend is
22 in the best interests of the Debtors, their estates, creditors, shareholders, and all parties in interest;
23 and that the legal and factual bases set forth in the Second Application to Amend establish just
24 cause for the relief granted herein; and after due deliberation and sufficient cause appearing
25 therefor,

26 **IT IS HEREBY ORDERED THAT:**

- 27 1. The Second Application to Amend is granted as provided herein.

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2. The Retention Order is hereby further amended to provide that the Specific Matters include:
 - a. Representing and advising the Debtors in connection with CPUC Decision No. 18-01-022 and any related administrative or civil proceedings;
 - b. Representing and advising the Debtors in connection with any civil, administrative, or criminal investigations or proceedings arising from the Kincade fire.
3. Subject to the foregoing clarifying amendment and the First Amended Retention Order, the Retention Order remains in effect and is incorporated herein by reference;
4. Notice of the Second Application to Amend as provided therein shall be deemed good and sufficient notice of the Second Application to Amend;
5. To the extent the Second Application to Amend is inconsistent with this Order, the terms of this Order shall govern;
6. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

END OF ORDER

EXHIBIT B

Exhibit B

Budget and Staffing Plan

Aggregate for Matter Categories for the Period Beginning on January 29, 2019 and Ending on July 1, 2020

Matter Number	Project Category Description	Hours Budgeted	Total Compensation Budgeted
Applicable to the Debtors			
020	Legislative Issues	1,203	\$1,054,050.00
021	Non-Bankruptcy Litigation / Wildfire (Criminal)	75,698	\$40,151,558.00
022	Non-Working Travel	904 ¹	\$957,231.00
023	Purchase Power Agreements (including Adversary Proceedings)	1,015	\$979,113.00
025	Regulatory Issues	16,774	\$13,657,988.00
026	Retention / Billing / Fee Applications: MTO	915	\$738,713.00
033	TUB - Tubbs Fire state court litigation	N/A	N/A
034	TUF – Tubbs Fire Estimation & Discovery and Investigation Related to Estimation	21,548	\$12,131,940.00
035	Kincade	4,230	\$3,021,775.00
036	Inverse Condemnation Appeal	125	\$126,250.00
Total		122,412	\$72,819,742.00

¹ Non-working travel time is budgeted in accordance with the local guidelines of Judge Montali, which provide for up to two hours of non-working travel time for air travel to account for unavoidable non-working time such as going through airport security, and in accordance with an agreement with Mr. Bruce Markell, the fee examiner, for non-working time for car travel, which provides no compensation for the first 90 minutes of car travel and a 50% reduction for car travel in excess of 90 minutes. The reduction of 50% is implemented by a 50% reduction in the car travel hours recorded by the timekeeper.

**Aggregate Staffing Plan Across All Matter Categories
for the Period Beginning on January 29, 2019 and Ending on July 1, 2020**

Category of Timekeeper	Number of Timekeepers Expected to Work on the Matter Categories During the Budget Period	Weighted Average Hourly Rate
Partner	17	\$1,139
Of Counsel	2	\$890
Associate	8	\$752
Jr. Associate	8	\$584
Staff Attorney	16	\$439
eDiscovery Attorney	1	\$593
Paralegal	8	\$369
ALS	3	\$416
Case Clerks	3	\$113
Litigation Analyst	1	\$113
Library	1	\$295
Total Attorney	51	\$681
Total Non-Attorney	16	\$305
Total	67	\$613

EXHIBIT C

Exhibit C

Voluntary Rate Disclosures

Below is the blended hourly rate (billed amount / billed hours) by timekeeper category that was billed to the Debtors during the Fee Period from January 29, 2019 through July 1, 2020.

<i>Fees Billed by date Worked</i>	
Timekeeper Category	Blended Hourly Rates
	Billed in this Fee Application 1/29/19-7/1/20 (PG&E Timekeepers)
Partner	\$ 1,142
Of Counsel	\$ 894
Associate	\$ 661
eDiscovery Attorney	\$ 575
Staff Attorney	\$ 426
Attorneys Total	\$ 768
Paralegal	\$ 353
ALS	\$ 415
Case Clerk	\$ 110
Litigation Analyst	\$ 110
Library	\$ 279
Paraprofessionals Total	\$ 372
Grand Total	\$ 727

EXHIBIT D

Exhibit D
45538

Summary of Timekeepers for the period

Jan. 29, 2019 - July 1, 2020

NAME OF PROFESSIONAL:	POSITION	YEAR ADMITTED	2019 HOURLY RATE	2019 TOTAL HOURS BILLED	2019 COMPENSATION	2020 HOURLY RATE	2020 TOTAL HOURS BILLED	2020 COMPENSATION	TOTAL HOURS BILLED	TOTAL COMPENSATION	AREA OF PRACTICE / CONCENTRATION
Kevin S. Allred	Partner	1986	\$950.00	552.8	\$525,160.00	\$1,020.00	864.2	\$881,484.00	1,417.0	\$1,406,644.00	Litigation
Brad D. Brian	Partner	1977	\$1,421.32	679.3	\$965,500.00	\$1,500.00	380.7	\$571,050.00	1,060.0	\$1,536,550.00	Litigation
Zachary M. Briers	Partner	2012	\$860.00	0.9	\$774.00				0.9	\$774.00	Litigation
Jennifer C. Broder	Partner	2011	\$860.00	0.2	\$172.00				0.2	\$172.00	Corporate
Erin J. Cox	Partner	2009	\$895.00	268.4	\$240,218.00	\$950.00	343.4	\$326,230.00	611.8	\$566,448.00	Litigation
Robert L. Dell Angelo	Partner	1992				\$1,060.00	10.2	\$10,812.00	10.2	\$10,812.00	Litigation
Lisa J. Demsky	Partner	1996	\$995.00	1,807.2	\$1,798,164.00	\$1,060.00	439.5	\$465,870.00	2,246.7	\$2,264,034.00	Litigation
Michael R. Doyen	Partner	1982	\$1,300.00	1,559.4	\$2,027,220.00	\$1,320.00	735.1	\$970,332.00	2,294.5	\$2,997,552.00	Litigation
David H. Fry	Partner	1997	\$995.00	507.0	\$504,465.00	\$1,150.00	6.9	\$7,935.00	513.9	\$512,400.00	Litigation
Elaine J. Goldenberg	Partner	1997	\$995.00	373.7	\$371,831.50	\$1,060.00	95.6	\$101,336.00	469.3	\$473,167.50	Appellate
David B. Goldman	Partner	1991	\$995.00	26.5	\$26,367.50	\$1,150.00	32.7	\$37,605.00	59.2	\$63,972.50	Taxation
Seth Goldman	Partner	2002	\$995.00	194.0	\$193,030.00	\$1,150.00	599.7	\$689,655.00	793.7	\$882,685.00	Restructuring
Bryan H. Heckenlively	Partner	2009	\$895.00	60.7	\$54,326.50				60.7	\$54,326.50	Litigation
Jeffrey A. Heintz	Partner	1985	\$950.00	1.5	\$1,425.00				1.5	\$1,425.00	Real Estate
Miriam Kim	Partner	2002	\$895.00	314.1	\$281,119.50	\$950.00	90.7	\$86,165.00	404.8	\$367,284.50	Litigation
Judith T. Kitano	Partner	1988	\$1,100.00	6.9	\$7,590.00	\$1,220.00	36.4	\$44,408.00	43.3	\$51,998.00	Corporate
Kelly L.C. Kriebs	Partner	1999	\$1,100.00	9.5	\$10,450.00	\$1,150.00	127.0	\$146,050.00	136.5	\$156,500.00	Corporate
Jeremy A. Lawrence	Partner	2010				\$920.00	4.6	\$4,232.00	4.6	\$4,232.00	Litigation
C. David Lee	Partner	1999				\$1,220.00	41.7	\$50,874.00	41.7	\$50,874.00	Corporate
Joseph D. Lee	Partner	1982	\$995.00	6.3	\$6,268.50				6.3	\$6,268.50	Litigation
Cary B. Lerman	Partner	1972				\$1,320.00	6.1	\$8,052.00	6.1	\$8,052.00	Litigation
Luis Li	Partner	1991	\$1,300.00	401.9	\$522,470.00	\$1,400.00	0.4	\$560.00	402.3	\$523,030.00	Litigation
Matthew A. MacDonald	Partner	2008	\$895.00	632.1	\$565,729.50	\$950.00	0.4	\$380.00	632.5	\$566,109.50	Litigation
Kathleen M. McDowell	Partner	1984	\$895.00	611.3	\$547,113.50	\$920.00	65.7	\$60,444.00	677.0	\$607,557.50	Appellate
Fred A. Rowley, Jr.	Partner	1997	\$995.00	2.4	\$2,388.00	\$1,060.00	6.7	\$7,102.00	9.1	\$9,490.00	Appellate/ Complex Litigation
James C. Rutten	Partner	1997	\$995.00	546.8	\$544,066.00	\$1,060.00	467.7	\$495,762.00	1,014.5	\$1,039,828.00	Litigation
Donald B. Verrilli	Partner	1983	\$1,400.00	55.1	\$77,140.00	\$1,500.00	17.0	\$25,500.00	72.1	\$102,640.00	Appellate
Thomas B. Walper	Partner	1980	\$1,400.00	4.4	\$6,160.00				4.4	\$6,160.00	Restructuring
Henry Weissmann	Partner	1987	\$1,300.00	1,627.7	\$2,116,010.00	\$1,400.00	1,310.9	\$1,835,260.00	2,938.6	\$3,951,270.00	Litigation
Jeffrey R. Wu	Partner	2007				\$950.00	42.3	\$40,185.00	42.3	\$40,185.00	Litigation
Mark R. Yohalem	Partner	2005	\$895.00	13.1	\$11,724.50	\$990.00	24.7	\$24,453.00	37.8	\$36,177.50	Appellate
Patrick J. Cafferty	Of Counsel	1976	\$995.00	1.2	\$1,194.00				1.2	\$1,194.00	Environmental / Litigation
Kimberly A. Chi	Of Counsel	2006				\$920.00	11.0	\$10,120.00	11.0	\$10,120.00	Finance
Sarah J. Cole	Of Counsel	2002	\$890.00	495.5	\$440,995.00	\$890.00	1,302.9	\$1,159,581.00	1,798.4	\$1,600,576.00	Litigation
Alan V. Friedman	Of Counsel	1966	\$890.00	0.9	\$801.00				0.9	\$801.00	Appellate
Michael E. Greaney	Of Counsel	1996	\$890.00	60.6	\$53,934.00				60.6	\$53,934.00	Corporate / Real Estate
Bradley R. Schneider	Of Counsel	2004	\$890.00	69.3	\$61,677.00	\$950.00	127.4	\$121,030.00	196.7	\$182,707.00	Restructuring
Matthew S. Schonholz	Of Counsel	2005				\$920.00	30.2	\$27,784.00	30.2	\$27,784.00	Taxation
Shannon Aminirad	Associate	2018	\$460.00	114.8	\$52,808.00				114.8	\$52,808.00	Litigation
Grant R. Arnow	Associate	2017	\$535.00	1,236.5	\$661,527.50	\$665.00	13.4	\$8,911.00	1,249.9	\$670,438.50	Litigation
Nick Axelrod	Associate	2013	\$775.00	2,351.9	\$1,822,722.50	\$845.00	839.8	\$709,631.00	3,191.7	\$2,532,353.50	Litigation
Michael C. Baker	Associate	2016	\$625.00	1,508.7	\$942,937.50	\$725.00	318.1	\$230,622.50	1,826.8	\$1,173,560.00	Litigation
Sean P. Barry	Associate	2018	\$460.00	655.7	\$301,622.00				655.7	\$301,622.00	Litigation
Andre W. Brewster	Associate	2015	\$685.00	635.1	\$435,043.50	\$780.00	512.4	\$399,672.00	1,147.5	\$834,715.50	Litigation
Wesley T.L. Burrell	Associate	2011	\$810.00	329.9	\$267,219.00				329.9	\$267,219.00	Litigation
Graham B. Cole	Associate	2014				\$820.00	309.1	\$253,462.00	309.1	\$253,462.00	Litigation

Exhibit D
45539

Summary of Timekeepers for the period

Jan. 29, 2019 - July 1, 2020

NAME OF PROFESSIONAL:	POSITION	YEAR ADMITTED	2019 HOURLY RATE	2019 TOTAL HOURS BILLED	2019 COMPENSATION	2020 HOURLY RATE	2020 TOTAL HOURS BILLED	2020 COMPENSATION	TOTAL HOURS BILLED	TOTAL COMPENSATION	AREA OF PRACTICE / CONCENTRATION
Anne K. Conley	Associate	2015	\$685.00	7.6	\$5,206.00				7.6	\$5,206.00	Litigation
Allison M. Day	Associate	2015	\$685.00	311.4	\$213,309.00	\$780.00	2.9	\$2,262.00	314.3	\$215,571.00	Litigation
Raquel E. Dominguez	Associate	2019	\$460.00	170.0	\$78,200.00	\$490.00	671.6	\$329,084.00	841.6	\$407,284.00	Litigation
Matthew K. Donohue	Associate	2015	\$750.00	0.3	\$225.00				0.3	\$225.00	Litigation
Nicholas D. Fram	Associate	2012				\$860.00	43.3	\$37,238.00	43.3	\$37,238.00	Litigation
Brendan Gants	Associate	2016	\$750.00	324.6	\$243,450.00	\$820.00	117.2	\$96,104.00	441.8	\$339,554.00	Litigation
Alexander S. Gorin	Associate	2017	\$535.00	693.5	\$371,022.50	\$665.00	315.4	\$209,741.00	1,008.9	\$580,763.50	Litigation
Skylar B. Grove	Associate	2015	\$685.00	196.2	\$134,397.00	\$780.00	534.4	\$416,832.00	730.6	\$551,229.00	Litigation
Lauren M. Harding	Associate	2015	\$685.00	1,863.1	\$1,276,223.50	\$780.00	411.2	\$320,736.00	2,274.3	\$1,596,959.50	Litigation
Jan W. Jorritsma	Associate	2018	\$460.00	392.8	\$180,688.00				392.8	\$180,688.00	Litigation
Erinma E. Kalu	Associate	2019	\$460.00	293.8	\$135,148.00				293.8	\$135,148.00	Litigation
Natalie A. Karl	Associate	2017				\$665.00	343.1	\$228,161.50	343.1	\$228,161.50	Corporate
Lloyd Marshall	Associate	2018	\$460.00	254.7	\$117,162.00	\$565.00	528.0	\$298,320.00	782.7	\$415,482.00	Litigation
Megan L. McCreadie	Associate	2017	\$535.00	337.0	\$180,295.00	\$665.00	681.1	\$452,931.50	1,018.1	\$633,226.50	Litigation
Michele C. Nielsen	Associate	2016	\$625.00	485.0	\$303,125.00	\$725.00	2.6	\$1,885.00	487.6	\$305,010.00	Litigation
Alexandra Peacock	Associate	2016				\$725.00	4.9	\$3,552.50	4.9	\$3,552.50	Litigation
Anthony J. Ramirez	Associate	2016	\$625.00	108.4	\$67,750.00				108.4	\$67,750.00	Corporate
Teresa A. Reed Dipppo	Associate	2015	\$685.00	594.4	\$407,164.00	\$780.00	677.6	\$528,528.00	1,272.0	\$935,692.00	Litigation
Lauren Ross	Associate	2016	\$625.00	336.5	\$210,312.50				336.5	\$210,312.50	Litigation
Giovanni S. Saarmann Gonzalez	Associate	2016	\$625.00	1,606.0	\$1,003,750.00	\$725.00	1,122.5	\$813,812.50	2,728.5	\$1,817,562.50	Litigation
Tori N. Stilwell	Associate	2019	\$315.00	63.3	\$19,939.50				63.3	\$19,939.50	Litigation
Trevor N. Templeton	Associate	2016	\$685.00	665.7	\$456,004.50				665.7	\$456,004.50	Litigation
Cobus van der Ven	Associate	2017				\$665.00	113.3	\$75,344.50	113.3	\$75,344.50	Litigation
David W. Walchak	Associate	2018	\$460.00	218.3	\$100,418.00				218.3	\$100,418.00	Litigation
Bobby Malhotra	eDiscovery Attorney	2008	\$575.00	1.9	\$1,092.50				1.9	\$1,092.50	N/A
Mark M. Chowdhury	Staff Counsel	1991	\$380.00	1,026.2	\$389,956.00	\$405.00	116.2	\$47,061.00	1,142.4	\$437,017.00	N/A
Lisa A. Clark	Staff Counsel	2001	\$460.00	94.5	\$43,470.00				94.5	\$43,470.00	N/A
Michael Y. Doko	Staff Counsel	1998	\$405.00	815.4	\$330,237.00	\$430.00	93.3	\$40,119.00	908.7	\$370,356.00	N/A
Candice Fuller	Staff Counsel	2014	\$460.00	299.9	\$137,954.00	\$490.00	76.7	\$37,583.00	376.6	\$175,537.00	N/A
Eric J. Kananen	Staff Counsel	2001	\$460.00	20.2	\$9,292.00				20.2	\$9,292.00	N/A
Kevin Y. Kim	Staff Counsel	2018	\$405.00	117.6	\$47,628.00				117.6	\$47,628.00	N/A
Michael L. Lerew	Staff Counsel	1993	\$380.00	561.7	\$213,446.00	\$405.00	45.1	\$18,265.50	606.8	\$231,711.50	N/A
Shelley Lipman	Staff Counsel	1993	\$380.00	834.2	\$316,996.00	\$405.00	114.9	\$46,534.50	949.1	\$363,530.50	N/A
Susan Liu	Staff Counsel	2001	\$460.00	750.4	\$345,184.00	\$490.00	124.8	\$61,152.00	875.2	\$406,336.00	N/A
Terence M. McKiernan	Staff Counsel	1999	\$460.00	694.0	\$319,240.00	\$490.00	178.1	\$87,269.00	872.1	\$406,509.00	N/A
Lisa M. McLean	Staff Counsel	2001	\$380.00	345.3	\$131,214.00	\$405.00	44.6	\$18,063.00	389.9	\$149,277.00	N/A
Hadi Motiee	Staff Counsel	2007	\$460.00	205.0	\$94,300.00	\$490.00	51.4	\$25,186.00	256.4	\$119,486.00	N/A
Marcia B. Osborne	Staff Counsel	1989	\$405.00	854.8	\$346,194.00	\$430.00	23.5	\$10,105.00	878.3	\$356,299.00	N/A
Doris R. Perl	Staff Counsel	1990	\$460.00	547.8	\$251,988.00	\$490.00	97.8	\$47,922.00	645.6	\$299,910.00	N/A
Mark M. Perl	Staff Counsel	1991	\$460.00	566.4	\$260,544.00	\$490.00	114.0	\$55,860.00	680.4	\$316,404.00	N/A
Allison E. Rector	Staff Counsel	2018	\$405.00	235.2	\$95,256.00	\$430.00	109.8	\$47,214.00	345.0	\$142,470.00	N/A
Jarett D. Reid	Staff Counsel	2010	\$405.00	398.1	\$161,230.50	\$430.00	54.7	\$23,521.00	452.8	\$184,751.50	N/A
Barni Rothman	Staff Counsel	1985	\$405.00	273.0	\$110,565.00	\$430.00	42.8	\$18,404.00	315.8	\$128,969.00	N/A
Arjang Seraji	Staff Counsel	1997	\$460.00	725.0	\$333,500.00	\$490.00	103.0	\$50,470.00	828.0	\$383,970.00	N/A
Steven D. Valentine	Staff Counsel	1997	\$460.00	204.8	\$94,208.00				204.8	\$94,208.00	N/A
Francoise Baldwin	Paralegal	N/A	\$270.00	55.9	\$15,093.00				55.9	\$15,093.00	N/A
Alicia Barlow	Paralegal	N/A	\$325.00	26.6	\$8,645.00				26.6	\$8,645.00	N/A
Ramon K. Castillo	Paralegal	N/A				\$345.00	965.9	\$333,235.50	965.9	\$333,235.50	N/A

Exhibit D
45560

Summary of Timekeepers for the period

Jan. 29, 2019 - July 1, 2020

NAME OF PROFESSIONAL:	POSITION	YEAR ADMITTED	2019 HOURLY RATE	2019 TOTAL HOURS BILLED	2019 COMPENSATION	2020 HOURLY RATE	2020 TOTAL HOURS BILLED	2020 COMPENSATION	TOTAL HOURS BILLED	TOTAL COMPENSATION	AREA OF PRACTICE / CONCENTRATION
Jennifer Galindo	Paralegal	N/A	\$380.00	152.9	\$58,102.00	\$395.00	15.1	\$5,964.50	168.0	\$64,066.50	N/A
Bruce M. Gordon	Paralegal	N/A	\$270.00	170.5	\$46,035.00	\$345.00	155.1	\$53,509.50	325.6	\$99,544.50	N/A
Arn Jacobsen	Paralegal	N/A	\$380.00	89.2	\$33,896.00	\$395.00	13.5	\$5,332.50	102.7	\$39,228.50	N/A
Michael J. Lamb	Paralegal	N/A	\$380.00	429.3	\$163,134.00	\$395.00	0.7	\$276.50	430.0	\$163,410.50	N/A
Melissa Lee-Segovia	Paralegal	N/A	\$325.00	45.2	\$14,690.00				45.2	\$14,690.00	N/A
Gary LeGault	Paralegal	N/A	\$270.00	28.0	\$7,560.00				28.0	\$7,560.00	N/A
Nicholas Martin	Paralegal	N/A	\$325.00	16.5	\$5,362.50				16.5	\$5,362.50	N/A
Danny R. Munson	Paralegal	N/A	\$380.00	43.1	\$16,378.00	\$395.00	21.4	\$8,453.00	64.5	\$24,831.00	N/A
Larry M. Polon	Paralegal	N/A	\$325.00	174.9	\$56,842.50	\$345.00	220.1	\$75,934.50	395.0	\$132,777.00	N/A
Cynthia R. Richardson	Paralegal	N/A	\$380.00	265.8	\$101,004.00	\$395.00	254.8	\$100,646.00	520.6	\$201,650.00	N/A
Steven Shao	Paralegal	N/A	\$380.00	0.7	\$266.00				0.7	\$266.00	N/A
Justin A. Wilson	Paralegal	N/A	\$325.00	21.3	\$6,922.50				21.3	\$6,922.50	N/A
Victor H. Gonzales	ALS	N/A	\$350.00	541.0	\$189,350.00	\$370.00	58.9	\$21,793.00	599.9	\$211,143.00	N/A
Lawrence Jayme	ALS	N/A	\$350.00	11.6	\$4,060.00				11.6	\$4,060.00	N/A
Bowe Kurowski	ALS	N/A	\$430.00	590.3	\$253,829.00	\$455.00	210.5	\$95,777.50	800.8	\$349,606.50	N/A
Bryan D. Loper	ALS	N/A	\$430.00	66.8	\$28,724.00				66.8	\$28,724.00	N/A
Phillip E. Nickels, Jr.	ALS	N/A	\$430.00	119.8	\$51,514.00				119.8	\$51,514.00	N/A
Jason D. Troff	ALS	N/A	\$430.00	854.1	\$367,263.00	\$455.00	149.9	\$68,204.50	1,004.0	\$435,467.50	N/A
Marissa E. Andrea	Library	N/A	\$245.00	25.2	\$6,174.00	\$345.00	4.3	\$1,483.50	29.5	\$7,657.50	N/A
Agnes O. Villero	Library	N/A	\$245.00	37.3	\$9,138.50	\$345.00	19.1	\$6,589.50	56.4	\$15,728.00	N/A
Alan S. Shaw-Krivosh	Litigation Analyst	N/A	\$110.00	29.4	\$3,234.00				29.4	\$3,234.00	N/A
Benjamin J. Shin	Litigation Analyst	N/A	\$110.00	9.3	\$1,023.00				9.3	\$1,023.00	N/A
Nicholas C. Wiley	Litigation Analyst	N/A	\$110.00	18.0	\$1,980.00				18.0	\$1,980.00	N/A
Noemi Contreras	Case Clerk	N/A	\$110.00	3.0	\$330.00				3.0	\$330.00	N/A
Milagros R. D'Albert	Case Clerk	N/A	\$110.00	4.3	\$473.00				4.3	\$473.00	N/A
Nelson Marinero	Case Clerk	N/A	\$110.00	60.5	\$6,655.00				60.5	\$6,655.00	N/A
Jennifer C. Mendoza	Case Clerk	N/A	\$110.00	17.2	\$1,892.00	\$115.00	9.6	\$1,104.00	26.8	\$2,996.00	N/A
Frank G. Rivera	Case Clerk	N/A	\$110.00	4.0	\$440.00				4.0	\$440.00	N/A
Total Professionals:				40,129.0	\$27,446,658.50		18,273.3	\$15,040,115.00	58,402.3	\$42,486,773.50	
Credit (Adjustment of hourly rate from January 29, 2019 through May 31, 2019 by \$100 (14.48 hours).										-\$14,480.00	
Credit (Kelly LC Kriebs 5/1/20 - 5/31/20)										-\$30,446.96	
Credit (Kelly LC Kriebs 6/1/20 - 7/1/20)										-\$40,322.64	
Interim Fee Reductions										-\$1,390,000.00	
TOTAL HOURS AND FEES										\$41,011,523.90	

Exhibit D

Summary of Timekeepers for the period

June 1, 2020 – July 1, 2020

NAME OF PROFESSIONAL	POSITION	YEAR ADMITTED	HOURLY RATE	TOTAL HOURS BILLED	TOTAL COMPENSATION	AREA OF PRACTICE / CONCENTRATION
Kevin S. Allred	Partner	1986	\$1,020.00	84.1	\$85,782.00	Litigation
Brad D. Brian	Partner	1977	\$1,500.00	57.7	\$86,550.00	Litigation
Erin J. Cox	Partner	2009	\$950.00	45.3	\$43,035.00	Litigation
Lisa J. Demsky	Partner	1996	\$1,060.00	27.1	\$28,726.00	Litigation
Michael R. Doyen	Partner	1982	\$1,320.00	133.0	\$175,560.00	Litigation
David H. Fry	Partner	1997	\$1,150.00	0.5	\$575.00	Litigation
Elaine J. Goldenberg	Partner	1997	\$1,060.00	9.6	\$10,176.00	Appellate
Seth Goldman	Partner	2002	\$1,150.00	141.9	\$163,185.00	Restructuring
Miriam Kim	Partner	2002	\$950.00	2.6	\$2,470.00	Litigation
Judith T. Kitano	Partner	1988	\$1,220.00	30.6	\$37,332.00	Corporate
Kelly LC Kriebs	Partner	1999	\$1,150.00	52.6	\$60,490.00	Corporate
Jeremy A. Lawrence	Partner	2010	\$920.00	4.6	\$4,232.00	Litigation
C. David Lee	Partner	2000	\$1,220.00	10.6	\$12,932.00	Corporate
Fred A. Rowley, Jr.	Partner	1997	\$1,060.00	0.2	\$212.00	Appellate/ Complex Litigation
James C. Rutten	Partner	1997	\$1,060.00	41.4	\$43,884.00	Litigation
Donald B. Verilli	Partner	1983	\$1,500.00	3.2	\$4,800.00	Appellate
Henry Weissmann	Partner	1987	\$1,400.00	154.1	\$215,740.00	Litigation
Jeffrey Y. Wu	Partner	2007	\$950.00	16.4	\$15,580.00	Litigation
Mark R. Yohalem	Partner	2005	\$990.00	0.9	\$891.00	Appellate
Kimberly A. Chi	Of Counsel	2006	\$920.00	8.2	\$7,544.00	Finance
Sarah J. Cole	Of Counsel	2002	\$890.00	234.3	\$208,527.00	Litigation
Nick Axelrod	Associate	2013	\$845.00	120.0	\$101,400.00	Litigation
Andre W. Brewster	Associate	2015	\$780.00	45.9	\$35,802.00	Litigation
Graham B. Cole	Associate	2015	\$820.00	77.6	\$63,632.00	Litigation
Raquel E. Dominguez	Associate	2019	\$490.00	129.7	\$63,553.00	Litigation
Nicholas D. Fram	Associate	2012	\$860.00	5.4	\$4,644.00	Litigation

NAME OF PROFESSIONAL	POSITION	YEAR ADMITTED	HOURLY RATE	TOTAL HOURS BILLED	TOTAL COMPENSATION	AREA OF PRACTICE / CONCENTRATION
Brendan Gants	Associate	2016	\$820.00	13.6	\$11,152.00	Litigation
Alexander S. Gorin	Associate	2017	\$665.00	0.5	\$332.50	Litigation
Skylar B. Grove	Associate	2015	\$780.00	18.8	\$14,664.00	Litigation
Lauren M. Harding	Associate	2015	\$780.00	17.6	\$13,728.00	Litigation
Natalie A. Karl	Associate	2017	\$665.00	50.8	\$33,782.00	Corporate
Lloyd Marshall	Associate	2018	\$565.00	13.5	\$7,627.50	Litigation
Megan L. McCreadie	Associate	2017	\$665.00	6.7	\$4,455.50	Litigation
Alexandra Peacock	Associate	2017	\$725.00	2.8	\$2,030.00	Corporate
Teresa A. Reed Dippo	Associate	2015	\$780.00	15	\$11,700.00	Litigation
Giovanni S. Saarman Gonzalez	Associate	2016	\$725.00	91.2	\$66,120.00	Litigation
Cobus van der Ven	Associate	2017	\$665.00	2.8	\$1,862.00	Litigation
Michael Y. Doko	Staff Counsel	1998	\$430.00	16.0	\$6,880.00	N/A
Susan Liu	Staff Counsel	2001	\$490.00	22.9	\$11,221.00	N/A
Terence M. McKiernan	Staff Counsel	1999	\$490.00	3.0	\$1,470.00	N/A
Allison E. Rector	Staff Counsel	2018	\$430.00	5.2	\$2,236.00	N/A
Ramon K. Castillo	Paralegal	N/A	\$345.00	139.2	\$48,024.00	N/A
Bruce M. Gordon	Paralegal	N/A	\$345.00	7.7	\$2,656.50	N/A
Larry M. Polon	Paralegal	N/A	\$345.00	1.3	\$448.50	N/A
Cynthia R. Richardson	Paralegal	N/A	\$395.00	8.8	\$3,476.00	N/A
Bowe Kurowski	ALS	N/A	\$455.00	12.9	\$5,869.50	N/A
Jason D. Troff	ALS	N/A	\$455.00	2.5	\$1,137.50	N/A
Total Professionals:				1,890.3	\$1,728,126.50	
Kelly LC Kriebs (Credit for May 1, 2020-May 31, 2020 fee period.)	Partner	1999			-\$30,446.96	
Kelly LC Kriebs (Credit for June 1, 2020-July 1, 2020 fee period.)	Partner	1999			-\$40,322.64	
Total Hours and Fees				1,890.3	\$1,657,356.90	

EXHIBIT 3

KELLER ROHRBACK L.L.P.

Keith Andrews, et al. v. Plains All American Pipeline, LP, et al.

Fisher & Property Class Lodestar – Inception through July 22, 2022

Timekeeper	Title	Hours Worked	Hourly Rate	Lodestar
Cappio, Gretchen	Partner	97.1	\$1,045	\$101,469.50
Chase, Alison	Partner	156.1	\$1,010	\$157,661.00
Copley, T. David	Partner	693.7	\$850	\$589,645.00
Farris, Juli E.	Partner	6536.8	\$1,065	\$6,961,692.00
Farrow, Raymond	Partner	1247.1	\$815	\$1,016,386.50
Fierro, Eric J.	Partner	312.1	\$795	\$248,119.50
Gerber, Laura R.	Partner	1717.3	\$1,010	\$1,734,473.00
Gould, Benjamin B.	Partner	27.3	\$815	\$22,249.50
Hecht, Irene M.	Partner	26.1	\$800	\$20,880.00
Leland, Beth	Partner	658.8	\$735	\$484,218.00
Mensher, Daniel P.	Partner	323.5	\$815	\$263,652.50
Preusch, Matthew	Partner	3823.1	\$700	\$2,676,205.00
Sarko, Lynn Lincoln	Partner	706.0	\$1,200	\$847,200.00
Woerner, Michael	Partner	3798.3	\$1,065	\$4,045,189.50
Gray, Meredith L.	Associate	193.3	\$400	\$77,320.00
Gussin, Zachary	Associate	701.3	\$585	\$410,237.10
Karmand, Khesraw	Associate	28.6	\$400	\$11,440.00
Keech, Erika M.	Associate	33.6	\$605	\$20,328.00
Petak, Lisa F.	Associate	127.3	\$455	\$57,921.50
Springer, Christopher	Associate	603.2	\$650	\$392,080.00
Chukas, Jason P	Discovery Associate	42.0	\$475	\$19,950.00
Smith, Heather A.	Discovery Associate	1489.7	\$415	\$618,225.50
Wang, Eleanor W.	Discovery Associate	94.2	\$415	\$39,093.00
Wilson, S. Carolyn	Discovery Associate	1083.6	\$415	\$449,694.00
Hertzog, Kaitlyn R.	Law Clerk	47.9	\$275	\$13,172.50
Lankenau, Lauren M.	Law Clerk	19.9	\$320	\$6,368.00
Read, Sydney	Law Clerk	36.2	\$300	\$10,860.00
Bartlett, Kris P.	Paralegal	24.1	\$300	\$7,230.00
Brewer, Cate R.	Paralegal	30.3	\$300	\$9,090.00
Burnett, Elizabeth A.	Paralegal	132.7	\$300	\$39,810.00
Caldwell, Katherine	Paralegal	156.5	\$260	\$40,703.00
Daugherty, Tana M.	Paralegal	20.6	\$260	\$5,356.00
Dillman, Jason	Paralegal	524.5	\$410	\$215,045.00

Gardner, Kathryn M.	Paralegal	19.2	\$300	\$5,760.00
Garrido, Joel M.	Paralegal	328.2	\$350	\$114,887.50
Green, Kellyn A.	Paralegal	173.3	\$375	\$64,987.50
Harris, Ardua	Paralegal	17.5	\$270	\$4,725.00
Heneghen, Rebecca	Paralegal	131.8	\$250	\$32,950.00
Hernandez, Stacy	Paralegal	64.0	\$250	\$16,000.00
Kruse, Jordan I.	Paralegal	176.5	\$230	\$40,595.00
LaPorte, Kait B.	Paralegal	23.9	\$280	\$6,692.00
Lenentine, Daniel	Paralegal	367.3	\$270	\$99,184.50
Marshall, Darla	Paralegal	17.7	\$300	\$5,310.00
Mersing, Jacob T.	Paralegal	15.7	\$405	\$6,358.50
Meyer, Wyatt W.	Paralegal	16.3	\$90	\$1,467.00
Mirzoyan, Rose	Paralegal	62.3	\$275	\$17,132.50
Morgan, Jennifer D.	Paralegal	25.5	\$225	\$5,737.50
Oldach, John E.	Paralegal	101.5	\$300	\$30,450.00
Rodenburg, Katie M.	Paralegal	28.0	\$225	\$6,300.00
Rodgers, Aubrey A.	Paralegal	28.4	\$350	\$9,940.00
Serino, Garrett C.	Paralegal	1400.3	\$250	\$350,075.00
Stevens, Sara J.	Paralegal	218.8	\$410	\$89,708.00
Tuato'o, Jennifer	Paralegal	773.8	\$410	\$317,258.00
Vries, A.J. de	Paralegal	26.3	\$410	\$10,783.00
White, Alisa E.	Paralegal	68.1	\$225	\$15,311.25
Wilcher, Debra Lynn	Paralegal	157.1	\$300	\$47,136.00
Wilkinson, Carrie A.	Paralegal	3043.5	\$375	\$1,141,312.50
Evans, John M.	Paralegal Information Specialist	21.5	\$300	\$6,450.00
Eyler, Carly D.	Paralegal Information Specialist	49.8	\$230	\$11,454.00
Gotto, Alex	Paralegal Information Specialist	13.3	\$300	\$3,990.00
Hill, Jennifer	Paralegal Information Specialist	36.8	\$410	\$15,088.00
Mittenthal, Robert O.	Paralegal Information Specialist	208.7	\$410	\$85,567.00
Parrilla, Cavin L.	Paralegal Information Specialist	11.5	\$300	\$3,450.00
Read, Sydney J.	Paralegal Information Specialist	127.1	\$110	\$13,979.90
Ward, RoxAnn	Paralegal Information Specialist	26.3	\$350	\$9,187.50
Total Lodestar:		33,292.8		\$24,202,191.75

Fisher & Property Class Costs – Inception through July 22, 2022

Category	Amount
Computer-based Research	\$60,970.02
Court Costs & Filing Fees	\$4,632.70
Postage / Delivery	\$23,089.78
Printing, Copying & Records	\$89,466.24
Relativity Database & Licensing	\$26,896.27
Telecommunications Charges	\$17,298.76
Travel	\$148,048.45
Total Costs:	\$370,402.22

EXHIBIT 4

KELLER ROHRBACK L.L.P.

Keith Andrews, et al. v. Plains All American Pipeline, LP, et al.

Fisher & Property Class Common Fund Costs, Inception – July 22, 2022

Category	Amount
Court Reporters	\$178,168.35
Expert Witness Fees	\$4,443,637.84
Class Notice	\$196,837.18
Mediator Charges	\$142,497.16
Jury Consultant	\$35,617.73
Website Hosting	\$1,138.65
Conference Room Rental	\$11,497.50
Total Common Fund Costs:	\$5,009,394.41

People v. Plains All American Pipeline, L.P., No. 1495091

Restitution Common Fund Costs, Inception – July 22, 2022

Category	Amount
Expert Witness Fees	\$16,612.50
Mediator Charges	\$1,912.50
Postage/Delivery	\$1,760.91
Translation Services	\$430.00
Total Restitution Common Fund Costs:	\$20,715.91

EXHIBIT 5

KELLER ROHRBACK L.L.P.

People v. Plains All American Pipeline, L.P., No. 1495091

Restitution Lodestar – Inception through July 22, 2022

Timekeeper	Title	Hours Worked	Hourly Rate	Lodestar
Farris, Juli E.	Partner	300.7	\$1,065	\$320,298.75
Gerber, Laura R.	Partner	139.8	\$1,010	\$141,198.00
Preusch, Matthew	Partner	267.3	\$700	\$187,110.00
Sarko, Lynn Lincoln	Partner	11.8	\$1,200	\$14,160.00
Woerner, Michael	Partner	48.7	\$1,065	\$51,865.50
Gussin, Zachary	Associate	235.4	\$585	\$137,709.00
Smith, Heather A.	Discovery Associate	333.2	\$415	\$138,278.00
Dillman, Jason	Paralegal	11.0	\$410	\$4,510.00
Garrido, Joel M.	Paralegal	187.5	\$350	\$65,625.00
Oldach, John E.	Paralegal	169.8	\$300	\$50,940.00
Wilkinson, Carrie A.	Paralegal	15.7	\$375	\$5,887.50
Total Lodestar:		1,720.9		\$1,117,581.75

Restitution Costs – Inception through July 22, 2022

Category	Amount
Computer-based Research	\$1,229.95
Postage/Delivery	\$338.96
Printing & Copying	\$18,262.25
Telecommunications Charges	\$1,727.28
Travel	\$6,173.42
Total Costs:	\$27,731.86