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Attorneys for Plaintiffs and Settlement Class

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

**QIUZI HU**, an individual, **EDWIN RAMIREZ**,  
an individual, **IVAN RONCERIA**, an individual,  
**WENZHI FEI**, an individual, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

**JOSE M. PLEHN-DUJOWICH, a.k.a. JOSE  
M. PLEHN**, an individual; **BIZQUALIFY LLC**,  
a California limited liability company; and  
**POWERLYTICS, INC.**, a Delaware corporation,

Defendants.

Case Number: 3:18-cv-01791-JCS

Honorable Joseph C. Spero

**DECLARATION OF HARMEET K.  
DHILLON IN SUPPORT OF MOTION  
FOR ATTORNEYS' FEES, COSTS, AND  
INCENTIVE AWARDS**

Date: February 14, 2020

Time: 2:00 p.m.

Courtroom: G

1 I, Harmeet K. Dhillon, declare as follows:

2 1. I am an attorney in good standing duly admitted to practice before all Courts of the  
3 State of California since 2000, and in New York since 1995. I am the managing partner of the Dhillon  
4 Law Group Inc., counsel of record for Plaintiffs Qiuzi Hu, Edwin Ramirez, Ivan Ronceria, and  
5 Wenzhi Fei ("Class Representatives") and Class Counsel. I have personal knowledge of the matters  
6 set forth herein, and if called as a witness could and would competently testify thereto.

7 **Background Case Information**

8 2. After being retained by Class Representatives, but prior to filing a lawsuit on their  
9 behalf, my firm investigated and interviewed several witnesses and reviewed numerous records  
10 (emails, invoices, pictures, etc.) relating to this dispute.

11 3. Following our initial investigation and preliminary legal research, we contacted  
12 Defendants in an effort to seek early resolution of the dispute. Though Defendants' counsel  
13 responded, our efforts were unsuccessful at reaching any settlement.

14 4. My firm, on behalf of Class Representatives, then filed the initial complaint, and  
15 subsequently the operative First Amended Complaint in this Action. Dkts. 1, 40.

16 5. Throughout the course of this litigation, my firm and Class Representatives have  
17 worked diligently to investigate the facts and circumstances giving rise to this dispute, and to develop  
18 the evidentiary record necessary to prove Class Representatives' claims.

19 6. In the first few months after filing the initial complaint, my office also worked  
20 diligently with Defendant Plehn-Dujowich and BizQualify LLC's then-counsel, attorneys with the law  
21 firm Cozen O'Connor LLP, to exchange documents and information in an effort to achieve class-wide  
22 settlement. Unfortunately, this process was unnecessarily complicated by Defendants' actions, as set  
23 forth in detail in the declaration of Gregory R. Michael filed with the Court on March 18, 2019. Dkt.  
24 87-1.

25 7. During the course of this litigation, my office has issued seven subpoenas to third-  
26 parties for documents, to which we received responses and, in most cases, responsive documents. The  
27 entities subpoenaed include the following: Bank of America, N.A.; Intuit Inc.; Massachusetts Institute  
28 of Technology; University of California, Berkeley; University of California, Los Angeles; WholeRen

1 LLC; and Powerlytics, Inc.

2 8. As set forth in my earlier filed declaration in support of Class Representatives' motion  
3 for class certification (Dkt. 60-2), I am informed and believe that approximately 239 individuals  
4 participated in the GFDP. Of those 239, I am informed and believe that approximately 136 differently  
5 named individuals paid \$2,413 or more to enroll in Defendants' Global Financial Data Project.

6 9. On June 19, 2018, I, along with my associate, Gregory R. Michael, and Class  
7 Representative Edwin Ramirez attended mediation with Defendants Jose M. Plehn-Dujowich and  
8 BizQualify LLC before Judge Raul A. Ramirez (Ret.) in San Francisco, California in an attempt to  
9 reach classwide settlement. All other Class Representatives were available by telephone. The  
10 mediation was ultimately unsuccessful at resolving this dispute.

11 10. Thereafter, Defendants' initial counsel in this Action withdrew their representation of  
12 Defendants in this action (Dkt. 46), and Defendants failed to timely respond to the FAC (*see* Dkt. 51).

13 11. The Court subsequently granted Class Representatives' request that default be entered  
14 as to both Defendants. Dkt. 52.

15 12. In filing the FAC, Class Representatives joined Powerlytics, Inc. as a defendant to this  
16 action. Powerlytics, Inc. thereafter filed a motion to dismiss, which was granted in part and denied in  
17 part by the Court. Dkt. 69. I subsequently deposed the Chief Executive Officer of Powerlytics, Inc.,  
18 Kevin Sheetz, following Powerlytics' voluntary disclosure of certain documents related to this action,  
19 and Powerlytics' counsel deposed Class Representative Edwin Ramirez. Though Class  
20 Representatives agreed to voluntarily dismiss all claims asserted against Powerlytics, Inc. following  
21 these depositions, I am informed and believe that Powerlytics played a key role in persuading  
22 Defendants to come forward and settle this dispute.

23 13. On February 25, 2019, the Court granted Class Representatives' motion to certify the  
24 Class and California Subclass, and to conditionally certify the FLSA Collective. Dkt. 80. Though  
25 Powerlytics, Inc. filed an opposition brief to that motion, in response to which Class Representatives  
26 filed a reply, Powerlytics subsequently withdrew its opposition following Class Representatives'  
27 unconditional request for voluntary dismissal of all claims asserted against Powerlytics.

28 14. On March 5, 2019, Defendants filed a motion to set aside the defaults entered against

1 them. Dkt. 83. Class Representatives, on behalf of the certified Class, California Subclass, and FLSA  
2 Collective, opposed the motion. Dkt. 87. The Court held a hearing on Defendants' motion on April 9,  
3 2019, took the motion under submission, and referred this matter to Chief Magistrate Judge Joseph C.  
4 Spero for a settlement conference. Dkts. 89-90.

5 15. As result of Defendants' prior conduct during the course of this litigation, Class  
6 Represenatives were reasonably suspicious of Defendants' motivations in seeking to set aside the  
7 default, fearing that the tactic was merely dilatory in nature, and that Defendants had no intention of  
8 agreeing to any reasonable settlement. *See* Dkt. 87-1 (setting forth a detailed account of several  
9 misrepresentations made by Defendants during the course of this litigation). Accordingly, my firm  
10 sought to depose Defendant Jose M. Plehn-Dujowich as to the nature of his default and request that it  
11 be set aside, but our efforts were met with resistance from his counsel, resulting in my firm drafting  
12 and serving a Rule 11 sanctions motion. Defendant Plehn-Dujowich thereafter agreed to sit for a  
13 deposition concerning matters related to the motion to set aside the default, and the Rule 11 motion  
14 was never filed.

15 16. On April 23, 2019, my associate, Gregory R. Michael, Class Representative Edwin  
16 Ramirez, and I attended the settlement conference with Judge Spero, Defendants, and their counsel.  
17 With the assistance of Judge Spero, and following an arms-length negotiation, the Parties were able to  
18 agree to the substance of the terms of Class Settlement, and then to the fee cap of \$300,000, as set  
19 forth in the agreement. At the time of these negotiations, I was well well-aware that our lodestar fee  
20 amount far exceeded the negotiated cap of \$300,000, but I nevertheless support the terms of the  
21 Settlement, including because I believe it will secure substantial benefits for the Settlement Class  
22 Members.

23 17. After the settlement conference, my office, working in collaboration with Defendants'  
24 counsel, prepared the Class Settlement Agreement, which was fully executed on August 8, 2019. Dkt.  
25 99-1.

26 18. Based on my understanding of the terms of how settlement payments are to be  
27 allocated, if 120 Settlement Class Members (amounting to half of the 240 putative Settlement Class  
28 Members) were to submit a valid Claim pursuant to the terms of the Settlement Agreement, and each

1 had submitted documentation establishing their having paid \$2,413 as a “course fee” to the  
 2 Defendants, each such Member would be entitled to receive payment from the Settlement Fund in an  
 3 amount exceeding \$2,800. I believe this to be an exceptional outcome for the Settlement Class.

4 19. There is no separate agreement between Defendants and Class Representatives or our  
 5 firm other than the Class Settlement Agreement. As such, there is no separate or undisclosed “clear  
 6 sailing” agreement with respect to the motion for approval of the \$300,000 Fee and Expense Award.  
 7 However, as set forth in the Class Settlement Agreement, Defendants agreed not to oppose Class  
 8 Representatives’ requests for approval of the incentive awards.

9 20. In our capacity as Settlement Administrator, my office carried out the Class Notice  
 10 Program set forth in the Class Settlement Agreement, including by creating the Settlement Website,  
 11 which permits Settlement Class Members to sign and submit a claim online. According to our records,  
 12 my office has received approximately 80 signed claims as of the date of this declaration, the majority  
 13 of which were submitted via the Settlement Website within the first two weeks of claims submission  
 14 period.

15 21. The claims submission period is scheduled to end on December 20, 2019. Thereafter,  
 16 my firm will prepare and file a motion for final approval of the Class Settlement, to be heard  
 17 concurrently with this Motion.

18 22. My office will also continue to perform all duties required of the Settlement  
 19 Administrator until such time as all settlement payments have been paid out to Settlement Class  
 20 Members and the terms of the Settlement have been fully performed. I expect this to require ongoing  
 21 administrative work over the next five years, during which Defendants are required to make monthly  
 22 installment payments pursuant to the terms of the Class Settlement Agreement.

### 23 **Fees and Costs**

24 23. As stated above, I am the managing partner of the Dhillon Law Group Inc., counsel of  
 25 record for Plaintiffs, a firm that I founded. I have personal knowledge as to all matters pertaining to  
 26 billing and time keeping practices at my firm, and as lead Class Counsel, I am and have been routinely  
 27 apprised by my partners, associates, and staff as to all aspects of this case.

28 24. I earned a juris doctor from the University of Virginia School of Law. Following law

1 school, I clerked for Hon. Paul v. Niemeyer of the United States Court of Appeals, Fourth Circuit. I  
 2 have practiced employment law and litigation for over the past twenty-five years, and have filed  
 3 dozens of lawsuits, including several high-profile lawsuits with claimed damages exceeding  
 4 \$1,000,000, on behalf of plaintiff-employees in California State and federal courts, and in other courts  
 5 throughout the United States.

6 25. In or about 2013, I was named a Northern California “super lawyer” in business  
 7 litigation by the Thomson/West Publishing, which maintains a directory of highly qualified attorneys  
 8 (top 5% of lawyers) in their respective areas of practice. In 2018 and 2019, the California *Daily*  
 9 *Journal*, a legal newspaper, named me one of the top 100 lawyers in California. I am also “AV” rated  
 10 by the Martindale Hubbell organization. I have received numerous awards and recognitions for my  
 11 civil rights and employment litigation work.

12 26. I also have significant experiences as lead trial counsel in class action lawsuits. I  
 13 represent or have represented defendants and/or defendant-intervenors as lead trial counsel in at least  
 14 the following two certified class and/or collective actions:

15 a. *Gill v. 314e Corp.*, No. 3:17-cv-01062; initiated in the Northern District of California,  
 16 San Francisco Division on March 1, 2017; and

17 b. *Buffin, et al. v. City and Cnty. of San Francisco, et al.*, No. 4:15-cv-04959-YGR;  
 18 initiated in the Northern District of California, Oakland Division on October 28, 2015.

19 27. As lead trial counsel I also represent or represented clients in the following putative  
 20 class actions in federal and California state courts:

21 a. *Damore, et al. v. Google LLC*, No. 18CV321529; initiated in California Superior  
 22 Court, Santa Clara County on January 8, 2018 (currently pending);

23 b. *Hunt v. Geekatoo, Inc.*, No. 3:15-cv-03313-VC; initiated in the Northern District of  
 24 California, San Francisco Division on July 16, 2015; and

25 c. *Bedi v. BMW of North America, LLC*, No. 2:15-cv-01898-MCA-MAH, initiated in the  
 26 District of New Jersey on March 13, 2015.

27 28. Class Representatives and the putative Settlement Class have incurred reasonable  
 28 attorneys’ fees in connection with this litigation and in reaching the proposed Class Settlement.

According to our billing records (redacted copies of which are attached to this declaration as **Exhibit 1**) the hourly fees incurred on lodestar basis exceed \$530,000, as of the date of this declaration, broken down as follows:

Attorney/Staff Name	Year of Admission to CA Bar	Number of Hours	Hourly Rate	Total
Harmeet K. Dhillon, Esq.	2000 (1995 – NY)	194.2	\$700-900	\$164,062.50
Krista L. Baughman, Esq.	2009	18.7	\$450-500	\$8,855.00
Gregory R. Michael, Esq.	2015	853.9	\$325-400	\$314,587.00
Peng Shao, Esq.	2017	87.9	\$300	\$25,470.00
Dorothy Yamamoto, Esq.	2015	18	\$300	\$5,400.00
Michael Fleming, Esq.	2018	15.9	\$200-300	\$3,580.00
Rav Grewal, Esq.	2015	.5	\$350	\$175.00
Paralegals/Law Clerks (Parsa Nozzari, Soha Malik, Stephen Neilsen)	—	54.7	\$200	\$10,940.00
<b>Total</b>		<b>1,243.3</b>		<b>\$533,069.50</b>

29. In my capacity as lead trial counsel, I oversaw all aspects of this case, including reviewing and revising court filings, attending mediation and the settlement conference, and deposing the CEO of Powerlytics in Pennsylvania. I have spent a total of more than 190 hours on this litigation and settlement-related activities. My usual hourly rate for employment matters has increased from \$700 to \$900 per hour during the course of this litigation, and is currently \$1,000 per hour.

30. In order to be as cost-efficient as reasonably possible, my associate, Gregory R. Michael, performed the bulk of the day-to-day work on this case. According to our billing records, Mr. Michael spent more than 850 hours on matters related to this litigation and the settlement of this dispute, including the drafting of the complaint, FAC, class certification motion, opposition to Defendants' motion to set aside entry of default, Class Settlement Agreement, and the motion for preliminary approval, in addition to work performed in connection with a variety of other discovery and settlement activities in this case. His usual hourly rate has increased from \$325 to \$400 per hour



1 during the course of this litigation, and is currently \$450 per hour. Other attorneys and administrative  
 2 staff have also spent considerable time, at varying rates, on this litigation during the nearly two years  
 3 that my firm has represented the Class Representatives in this dispute. The full details of their fees and  
 4 activities are set forth in Exhibit 1 to this declaration.

5 31. I reasonably expect that Class Representatives and the Settlement Class will incur  
 6 additional attorneys' fees, costs, and expenses in securing final approval of this settlement.

7 32. My firm has also agreed to act as the Settlement Administrator in order to effectuate  
 8 the Settlement in an efficient, cost-effective manner, without requiring usage of settlement funds to  
 9 hire an outside specialist. I reasonably expect that I, my associates, and my staff will need to devote a  
 10 significant amount of time over the next five years in order to perform these administrative duties.  
 11 Pursuant to the terms of the Settlement Agreement, any Fee and Expense Award issued by the Court  
 12 may properly consider reasonable amounts likely to be incurred in our capacity as Settlement  
 13 Administrator.

14 33. According to our records, my firm also incurred \$13,208.62 in out-of-pocket costs  
 15 associated with printing, postage, Westlaw research fees, mediation, travel, and similar costs  
 16 associated with the administration of the Class Notice Program and claims submission process. I  
 17 reasonably expect that my firm will incur additional out-of-pocket costs associated with seeking final  
 18 approval of the Class Settlement. A copy of our records as to all out-of-pocket costs associated with  
 19 this matter are attached here as **Exhibit 2**.

20 34. My firm agreed to represent Class Representatives in this action on a pure contingency-  
 21 fee basis, shouldering the risk of expending substantial costs and time in litigating the action without  
 22 any monetary gain in the event of an adverse judgment. As a result of the substantial time and  
 23 resources my firm devoted to this matter, our firm was precluded from accepting other employment.

24 35. Despite incurring reasonable fees and costs in a total amount exceeding \$545,000 in  
 25 this action, which amount is likely to grow substantially as the Parties seek final approval of the Class  
 26 Settlement, the Settlement Agreement caps the fee award at \$300,000. Based on the foregoing, I  
 27 request that the Court award the full \$300,000 in conjunction with the Parties' anticipated request to  
 28 seek final approval of the Class Settlement following the conclusion of the claims submission period.



### Incentive Awards

36. I am informed and believe that the Class Representatives have also devoted significant time and resources to prosecuting this Action on behalf of themselves and the putative Settlement Class. To my knowledge, these efforts have included:

- a. Class Representative Ramirez's collection of documents and communication relating to this dispute; attendance at mediation; appearance at his deposition; efforts to identify mailing addresses for approximately 60 of the Settlement Class Members; review of filings in this Action; submission of written testimony in support of class certification; attendance at the settlement conference; correspondence with my office; and advising Class Counsel on matters pertinent to the Class Settlement;
- b. Class Representative Hu's collection of documents and communication relating to this dispute; identification and retention of legal representation for herself and the then-putative Class; review of filings in this Action; correspondence with my office; submission of written testimony in support of class certification; and advising Class Counsel on matters pertinent to the Class Settlement;
- c. Class Representative Ronceria's investigation and accumulation of material pertinent to the Action; review of filings in this Action; correspondence with my office; submission of written testimony in support of class certification; and advising Class Counsel on matters pertinent to the Class Settlement;
- d. Class Representative Fei's review of filings in this Action; correspondence with my office; submission of written testimony in support of class certification; and advising Class Counsel on matters pertinent to the Class Settlement.

37. Accordingly, I believe the amounts requested by Class Representatives in the form of incentive payments are reasonable, fair, and appropriate.

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

Date: November 18, 2019

By:



Harmeet K. Dhillon