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11 *Attorneys for Plaintiffs*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

14 PATRICK ECK, TYLER CHAPMAN,
15 BRENDAN EISAN, JUSTIN KRISTOPHER
16 LE-ROY, individually and on behalf of all others
17 similarly situated,

17 Plaintiffs,

18 v.

18 CITY OF LOS ANGELES, THE LOS
19 ANGELES DEPARTMENT OF WATER AND
20 POWER, LOS ANGELES DEPARTMENT OF
21 WATER AND POWER BOARD OF
22 COMMISSIONERS, and DOES 1 through 10,

23 Defendants.

Case No.: BC577028 (Lead)
Consolidated with Case No.: BS153395 &
Case No.: BC583788

*Assigned for all purposes to the
Honorable Ann I. Jones*

**DECLARATION OF CLASS
REPRESENTATIVE JUSTIN
KRISTOPHER LE-ROY IN SUPPORT OF
MOTION FOR ATTORNEYS' FEES AND
EXPENSES AND SERVICE AWARDS**

Date: February 14, 2018
Time: 9:00 a.m.
Dept. 308

Complaint Filed: April 1, 2015

27 I, Justin Kristopher Le-Roy, declare as follows:
28

1 1. I am one of the plaintiffs in the above-entitled matter and was provisionally
2 designated by the Court as a class representative. I have personal knowledge of the facts stated
3 below and if called upon, I could and would testify competently thereto. I submit this
4 declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and
5 Motion for Attorney’s Fees, Costs, and Service Awards.

6 2. In May 2016, I retained Krause Kalfayan Benink & Slavens, LLP (“KKBS”) and
7 their co-counsel to represent me in this matter and formally joined this case as a plaintiff at the
8 time the Amended Consolidated Complaint was filed. I understood that this lawsuit would likely
9 receive a significant amount of media attention and public interest in light of the significant
10 amount of money at issue. In fact, I understand that this lawsuit has been covered a number of
11 times in the *Los Angeles Times* and in other media outlets. I also understood that my name might
12 be referenced in media accounts and in notices disseminated to class members. Nevertheless, I
13 decided to join and prosecute this action because I believe it was important to do so.

14 3. At the outset of retaining KKBS, I was informed of and understood my duties as
15 a class representative, and believe that I have fulfilled these duties. I stayed informed about
16 major developments in this action and communicated with attorney Eric J. Benink throughout the
17 pendency of this action. I reviewed the complaints previously filed in this action before I
18 retained KKBS and the Amended Consolidated Complaint before it was filed. I also reviewed
19 the proposed settlement agreements and memoranda prepared by Mr. Benink regarding
20 developments in this case. I also reviewed the settlement website in this action
21 www.lacitytransfersettlement.com.

22 4. I gathered relevant documents in my possession, and gave them to my attorneys.

23 5. I became aware in 2016 that Plaintiffs’ Counsel and the City Attorney’s Office
24 had undertaken settlement negotiations. Mr. Benink later informed me that the City of Los
25 Angeles had agreed to settle this case. He explained the core terms of settlement and that the
26 parties would be drafting a settlement agreement in the coming months.

27 6. After reviewing the settlement agreement, Mr. Benink and I went over the core
28 terms of the settlement and he answered all of my questions. I conducted a final review of the
settlement agreement and later, an amended settlement and signed them.

