

1 Beth E. Terrell, CSB 178181
2 Email: bterrell@tmdwlaw.com
3 Jennifer Rust Murray, *Admitted Pro Hac Vice*
4 Email: jmurray@tmdwlaw.com
5 TERRELL MARSHALL DAUDT & WILLIE PLLC
6 936 North 34th Street, Suite 400
7 Seattle, Washington 98103-8869
8 Telephone: (206) 816-6603
9 Facsimile: (206) 350-3528

7 Steven N. Berk, *Admitted Pro Hac Vice*
8 Email: steven@berklawdc.com
9 BERK LAW PLLC
10 2002 Massachusetts Avenue NW, Suite 100
11 Washington, DC 20036
12 Telephone: (202) 232-7550
13 Facsimile: (202) 232-7556

11 [Additional Counsel Appears on Signature Page]

12 *Attorneys for the Plaintiffs*

14 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF LOS ANGELES

16 THERON COOPER and ALICE TRAN,
17 individually and on behalf of all others
18 similarly situated,

18 Plaintiffs,

19 v.

20 AMERICAN HONDA MOTOR CO., INC., a
21 California corporation,

22 Defendant.

NO. BC448670

**REPLY IN SUPPORT OF
PLAINTIFFS' UNOPPOSED
MOTION FOR ATTORNEYS'
FEES AND EXPENSES AND
INCENTIVE PAYMENTS FOR
NAMED PLAINTIFFS**

Complaint Filed: November 1, 2010

CLASS ACTION

Judge: Hon. William F. Highberger

Department: 307

Date: Friday, September 16, 2011

Time: 11:00 a.m.

CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

SEP 06 2011

John A. Clarke, Executive Officer/Clerk
BY Kin Hilaire, Deputy

27 REPLY IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION
FOR ATTORNEYS' FEES AND EXPENSES AND INCENTIVE
PAYMENTS FOR NAMED PLAINTIFFS

TABLE OF CONTENTS

Page No.

I. INTRODUCTION1

II. DISCUSSION.....3

 A. Class Members’ Overwhelmingly Positive Reaction Supports
 the Requested Fees3

 B. The Fees Objections Lack Merit5

 C. The Objections as to Incentive Payments Lack Merit.....7

III. CONCLUSION8

TABLE OF AUTHORITIES

Page No.

STATE STATUTES

1

2

3

4 *In re Cal. Indirect Purchaser X Ray Film Antitrust Litig.*
(San Francisco Sup. Ct. Oct. 22, 1998) No. 960886, 1998 WL 1031494
(Robinson, J).....4

5

6 *Ketchum v. Moses*
(2001) 24 Cal. 4th 11224

7

8 *Serrano v. Priest*
(1977) 20 Cal. 3d 254

9

10 *Wershba v. Apple Computer*
(2001) 91 Cal.App.4th 224 [110 Cal.Rpt.2d 145].....3

FEDERAL STATUTES

11

12 *In re Activision*
(N.D. Cal. 1989) 723 F. Supp. 1373.....4

13

14 *In re Bluetooth Headset Prods. Liab. Litig.*
(9th Cir. Aug. 19, 2011) ___ F.3d ___, 2011 WL 3632604.....4

15

16 *In re Immunex Sec. Litig.*
(W.D. Wash. 1994) 864 F. Supp. 1424

17

18 *In re Mego Fin. Corp. Sec. Litig.*
(9th Cir. 2000) 213 F.3d 4548

19

20 *In re Pac. Enter. Sec. Litig.*
(9th Cir. 1995) 47 F.3d 3734

21

22 *Pelletz v. Weyerhaeuser Co.*
(W.D. Wash. 2009) 592 F. Supp. 2d 13228

OTHER AUTHORITIES

23

24 Elizabeth J. Cabraser, *Cal. Class Actions and Coordinated Proceedings* (2009) § 15.03.....4

25

26

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

I. INTRODUCTION

Plaintiffs file this reply brief in support of their unopposed request for a payment of \$430,000 from Honda for attorneys' fees and litigation expenses in connection with this settlement. The fee request remains eminently reasonable. As Plaintiffs' final approval papers demonstrate, the settlement has secured excellent relief for the class and has been overwhelmingly welcomed by class members. (*See Reply in Support of Plaintiffs Unopposed Motion for Final Approval at 2* (citing minimal numbers of opt-outs and objections; high numbers of monetary claims and repairs performed under the settlement).) The fees payment from Honda is not paid out of the class relief and will in no way reduce the benefits provided to class members under the settlement. The \$430,000 requested fee was negotiated by the parties at arms' length with the help of a JAMS mediator only after relief for the class had been secured. The combined lodestar of Plaintiffs' counsel—which has increased since the motion for attorneys' fees and expenses was filed on August 8, 2011—is substantially greater than the requested fee, meaning that Plaintiffs do not rely on a multiplier to justify their fee request.¹ Rather, the requested fee is entirely justified by the actual hours expended by counsel and the settlement's significant, ongoing value for a class of nearly 2.1 million class members.

The excellent class relief includes financial compensation for out-of-pocket costs already incurred in repairing or replacing the defective sun visors, extended warranty protection for free future replacement of the visors, and injunctive relief to notify all proposed class members about the visor defect and their rights under the settlement. As of August 31, 2011, Honda already has paid \$521,721.00 in cash reimbursements and has made 60,210 repairs or replacements under the warranty extension, at a cost of \$3,010,500.00 for a grand total of

24
25
26
27

¹As of August 8, 2011, the three firms representing Plaintiffs had spent 1,153.8 hours on the litigation, representing a lodestar amount of \$493,399; and had incurred \$21,706.04 in costs. (*See Unopposed Motion for Attorneys' Fees at 18.*) Even before deducting costs from the requested \$430,000 fee award, Plaintiffs are requesting a fee award that is significantly less than their actual lodestar, which continues to rise.

1 \$3,532,221.00. As discussed in Plaintiffs' initial motion for fees, Class Counsel achieved this
2 negotiated settlement promptly and efficiently, but only after a thorough investigation of
3 Plaintiffs' claims. Evidence demonstrates that Honda changed its policies with respect to the
4 defective sun visors as a result of this litigation. (See Unopposed Motion for Attorneys' Fees at
5 10.) Accordingly, Class Counsel are entitled to their reasonable attorneys' fees under the
6 CLRA's fee-shifting provision and under a catalyst theory. As noted, the amount of the fee
7 request is amply supported by Class Counsel's actual lodestar. That Class Counsel would
8 arguably be entitled to much greater than \$430,000 in fees under either the lodestar/multiplier
9 or a percentage-of-the-fund analysis further bolsters the reasonableness of Plaintiffs' fee
10 request. Similarly, Class Counsel's requests for reimbursement of their out-of-pocket expenses
11 (subsumed within the requested amount, not in addition to it), and for modest incentive awards
12 to the Named Plaintiffs for their service to the Class, are supported by law and the facts of this
13 case.

14 All of the above issues are addressed in Plaintiffs' Unopposed Motion for an Award of
15 Attorneys' Fees and Expenses and Incentive Payments to Named Plaintiffs. At the time that
16 motion was filed, however, the deadline for objections had not yet passed, so not all objections
17 to the requested fee could be addressed. Since then, seven additional Objectors have objected
18 to some aspect of the negotiated fee. For the most part, these objections deem this lawsuit and
19 the resulting settlement as unnecessary and frivolous and not a sufficient basis for Class
20 Counsel to receive any fees whatsoever. Such a position is simply not borne out by the
21 overwhelmingly favorable reaction to the settlement by the great majority of class members.
22 As discussed below, the new objections as to fees do not counsel against approval of Plaintiffs'
23 fee application.

1 II. DISCUSSION

2 A. Class Members’ Overwhelmingly Positive Reaction Supports the Requested Fees

3 The overall response to the settlement has been resoundingly positive. As noted in
4 Plaintiffs’ Reply in Support of Final Approval, Plaintiffs have spoken to hundreds of class
5 members, the great majority of whom support the settlement. Counsel and the Court have
6 received at least eight unsolicited letters supporting the settlement. (See Supplemental
7 Declaration of Beth E. Terrell in Support of Plaintiffs’ Unopposed Motions for (1) Final
8 Approval of Class Settlement and (2) Attorneys’ Fees and Incentive Payments (“Supp. Terrell
9 Decl.”), Ex. 33.) With a class estimated at 2,099,694 individuals (and direct, individual notice
10 successfully mailed to 89% of them), only nine class members have sent letters to counsel
11 objecting to Class Counsel’s requested fee.² (Suppl. Botzet Decl. ¶¶ 9, 11–13.) This de
12 minimis level of objection supports an inference that the fee request is reasonable. See, e.g.,
13 *Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 245 [110 Cal.Rpt.2d 145] (approving
14 settlement where notice was sent to over 2.4 million class members and only 20 class members
15 objected).

16 The number and value of claims submitted by Class Members also indicates the value
17 of the settlement that Class Counsel achieved on behalf of the Class. To date, Honda has
18 received 8960 claims for reimbursement and already has paid or is in the process of paying
19 \$521,721.00 in reimbursements. Further, to date, Honda has made 60,210 repairs or
20 replacements under the extended warranty, at a cost of approximately \$3,010,500.00. As such,

21 _____
22 ² The objections of class members Thomas F. Whalen and Christopher Hair as to Class
23 Counsel’s requested fee were addressed in Plaintiffs’ initial motion for fees. The fees
24 objections of seven additional class members—William F. McComas, Christopher Maletz,
25 Susan Wright, Edward Caughey, Lorelei Ballard, and Raghuv eer and Anne Hoskote—are
26 addressed below in this reply brief. Class Counsel understands that the Court received some
objections not sent to counsel. Class Counsel has reviewed these objections and their substance
is very similar to the objections addressed in this brief. Therefore, Class Counsel requests that
they be overruled as well.

1 in total, the extended warranty and reimbursement program has yielded a value to date of
2 \$3,532,221.

3 Although the settlement here is not a traditional common fund, treating the Class
4 Member reimbursements and the value of the repairs and replacements that have been made by
5 Honda to date plus the amount of the attorneys' fee and expense request as a "constructive
6 common fund" (see (9th Cir. Aug. 19, 2011) *In re Bluetooth Headset Prods. Liab. Litig.*,
7 ___F.3d___, 2011 WL 3632604, *7), the total amount to be paid out by Honda related to this
8 litigation would be \$3,962,221.00 (with approximately two months remaining in which Class
9 Members may submit claims for reimbursement). The fee and expense request of \$430,000
10 represents less than 11% of this constructive common fund amount—a percentage that is far
11 below the percentages awarded in other class action litigation by California and federal trial
12 courts.³

13 Moreover, the high value of the settlement and the overwhelmingly positive response of
14 Class Members fully supports Plaintiffs' showing in its opening brief that the fee request is also
15 appropriate under the lodestar/multiplier analysis used by California courts. The skill
16 employed by Class Counsel in the litigation and the results achieved are factors used in
17 determining the reasonableness of the fee request. See *Serrano v. Priest* (1977) 20 Cal. 3d 25,
18 49; *Ketchum v. Moses* (2001) 24 Cal. 4th 1122, 1138. The hundreds of thousands of dollars in
19 class member reimbursements and the millions of dollars' worth of repairs performed under the

20
21 ³ See *In re Cal. Indirect Purchaser X Ray Film Antitrust Litig.* (San Francisco Sup. Ct. Oct. 22,
22 1998) No. 960886, 1998 WL 1031494, at **3, 9 (Robinson, J) (awarding 30% fee and citing 11
23 actions in which California trial courts had awarded 30% fee awards or greater); see, e.g., *In re*
24 *Immunex Sec. Litig.* (9th Cir. 1995) 47 F.3d 373, 379 (affirming 33% fee award); *In re*
25 *Activision* (N.D. Cal. 1989) 723 F. Supp. 1373, 1375, 1379
(32.8% award); see also Elizabeth J. Cabraser, *Cal. Class Actions and Coordinated*
Proceedings (2009) § 15.03 at p. 15.3 (discussing California Courts awarding 30% in fees)

1 Settlement demonstrate that Class Counsel achieved an excellent result for the Class here. The
2 positive response of the Class Members also confirms that, despite the handful of fee
3 objections, the Class overwhelmingly supports the settlement and the work Class Counsel did
4 to bring it about.

5 **B. The Fees Objections Lack Merit**

6 None of the objections to Class Counsel’s requested fees has merit or suggests that
7 approval of Plaintiffs’ fee application should be denied. Six of the seven fees objectors whose
8 objections were received since the filing of Plaintiffs’ application generally oppose the award
9 and/or the amount of fees as excessive or unfounded because the lawsuit and settlement were
10 purportedly “unnecessary” or “frivolous.” For example, class member William F. McComas
11 writes: “This class action claim is the most frivolous and overblown action that I have ever
12 seen. Our visor broke and Honda fixed it without charge. Done! Honda behaved in exactly
13 the way a good company should behave—why sue them?” (*See* Suppl. Terrell Decl., Ex. 28.)
14 Class member Edward Caughey similarly writes: “I consider this case to be the most frivolous
15 of which I have ever heard. I was embarrassed to receive a notice by mail outline the proposed
16 class settlement. I cannot imagine a circumstance in which a cracked car visor will be harmful
17 to a driver or passenger of a car.” (*Id.*, Ex. 29.)

18 Other class members object to the requested fee as excessive because their own visors
19 have not yet failed due to the defect (*id.*, Ex. 30 (“As of August 17, 2011, the sun visors
20 installed on my Honda 2006 Civic are in good repair. ... In light of this fact I find that the
21 suggested award of \$430,000 and attorneys fees and expenses is excessive.”)); or because in
22 their view the lawsuit has required “exorbitant time and monetary expenditures which far
23 outweigh the simple repair requirements” (*id.*, Ex. 32). Class member Christopher Maletz
24 argues that the fee award is excessive because only a very small number of class members will
25 actually benefit from the settlement because the visor problem “seems to be—according to a bit
26 of internet research—limited to areas of the country where the temperature gets very hot. For

1 Civic owners in much of the rest of the country this will not be much of a problem.” (*Id.*, Ex.
2 31.) Mr. Maletz therefore objects “to any recovery of fees in this case that is not connected to
3 the actual recovery of the class.” (*Id.*)

4 Plaintiffs respectfully suggest that these objections lack merit because they reflect
5 mistaken assumptions about the factual basis for this lawsuit, the value of the actual recovery
6 that the Class has received as a result of the settlement, and the time and effort required to
7 compel Honda to provide the relief afforded by this settlement. Far from being a trivial or
8 frivolous complaint that has affected very few Honda owners, the defective sun visor in the
9 Class Vehicles is well-documented and has impacted hundreds of thousands of class members.
10 In some Honda models, over 30 percent of the visors have failed. (*See* Declaration of Beth E.
11 Terrell in Support of Plaintiffs’ Unopposed Motions for (1) Final Approval of Class Settlement
12 and (2) Attorneys’ Fees and Incentive Payments (“Terrell Final Approval Decl.”), Ex. 4 at
13 AHM0011.) The 8,960 claims for cash reimbursement for visor repair and the 60,210 warranty
14 repairs already performed under the settlement are indication enough that this has not been a
15 problem limited to a very few class members. (*See* Declaration of Julie Fo Sjoe at ¶¶ 5–12.)
16 Several thousand Honda Civic owners did not have the experience of objector McComas—they
17 were not fortunate enough to have Honda fix their defective visors free of charge. Instead, they
18 paid out of pocket for the repair. The settlement—including the reimbursements made
19 available under it and the extended warranty provided by it—has enabled tens of thousands of
20 Class Members to be treated comparably to Mr. McComas and have their visor repaired for no
21 out-of-pocket cost.

22 Moreover, contrary to the statement by objector Caughey, who could not imagine how a
23 failed sun visor could be dangerous, numerous letters and objections from class members
24 testify that the defective sun visor has been an aggravating and even hazardous experience for
25 many drivers, so much so that many class members have objected that the settlement does not
26 go far enough to provide relief to the Class. (*See, e.g.*, Terrell Final Approval Decl., Ex. 1

1 (Compendium of Objections), Nos. 1–5, 7–19, 21; Suppl. Terrell Decl., Exs. 8, 10, 13–16, 19,
2 23– 25, 27.) Objectors who trivialize the sun visor defect may be unfamiliar with this body of
3 evidence.

4 In addition to the objections discussed above, class member Lorelei Ballard objects to
5 the requested \$430,000 for Class Counsel’s fees and expenses as disproportionate “in an
6 economic climate where new lawyers from non-elite schools live in poverty.” (Suppl. Terrell
7 Decl., Ex. 10.) While Plaintiffs are sympathetic to the seeming inequities and stresses caused
8 by the current economic troubles, Ms. Ballard’s objection is without merit. Class Counsel have
9 devoted well over a thousand hours to this litigation without any guarantee that they ever would
10 be paid for their time. (See Terrell Decl. ¶ 12; Declaration of Steven N. Berk Final Approval
11 Decl. in Support of Plaintiffs’ Unopposed Motion for (1) Final Approval of Class Settlement
12 and (2) Attorneys’ Fees and Incentive Payments (“Berk Final Approval Decl.”) ¶¶ 15–16, Ex.
13 A; Declaration of Steven Tindall in Support of Plaintiffs’ Unopposed Motion for (1) Final
14 Approval of Class Settlement and (2) Attorneys’ Fees and Incentive Payments (“Tindall Final
15 Approval Decl.”) ¶ 11, Ex. B.) Thus, they faced substantial risk of a lengthy, costly litigation
16 had the case proceeded to trial. (See generally Plaintiffs’ Unopposed Motion for Attorneys’
17 Fees and Incentive Awards at 18:24–19:26.) Moreover, Plaintiffs’ requested fee represents an
18 amount less than their total lodestar, which is the amount of time devoted to the case times a
19 reasonable rate. (See *id.* at 17:8–18:6.) Thus, Plaintiffs’ requested fee is reasonable and Ms.
20 Ballard’s objection should be overruled.

21 **C. The Objections as to Incentive Payments Lack Merit**

22 Two of the new fees objectors also object, in a perfunctory manner, to Plaintiffs’
23 unopposed request that each of the Named Plaintiffs be awarded a \$1,500 incentive payment
24 from Honda for their efforts on behalf of the Class. (See Supp. Terrell Decl., Ex. 31 (noting
25 sarcastically that the Named Plaintiffs’ efforts no doubt “were quite exhausting and worthy of
26 this ‘service award’”); Ex. 30 (“The \$1,500 service award in recognition of the Plaintiff’s

1 efforts is misleading as the number of plaintiffs is not noted.”.) Neither of these objections
2 raises a serious concern about the modest incentive awards that Honda has agreed to pay the
3 two Named Plaintiffs. Such awards are entirely appropriate and are well-deserved in this
4 instance, where Theron Cooper and Alice Tran each provided valuable assistance to Class
5 Counsel on Plaintiffs’ behalf. (See Berk Final Approval Decl. ¶ 21; Tindall Final Approval
6 Decl., ¶ 18.) See also *In re Mego Fin. Corp. Sec. Litig.* (9th Cir. 2000) 213 F.3d 454, 457, 463
7 (approving incentive awards of \$5,000 from a total settlement of \$1.75 million); *Pelletz v.*
8 *Weyerhaeuser Co.* (W.D. Wash. 2009) 592 F. Supp. 2d 1322, 1329-30 & n.9 (approving
9 \$7,500 incentive awards where named plaintiffs assisted class counsel; collecting decisions).
10 Moreover, the \$3,000 total that is requested for incentive payments amounts to 0.575% of the
11 total of \$521,721.00 that Honda has paid to date in reimbursements under the settlement, and
12 less than one-tenth of one percent (.09965%) of the total amount of monetary benefit already
13 realized by the Class—including both the reimbursements to Class Members and the
14 \$3,010,500.00 in repairs that have been made by Honda under the extended warranty.

15 As a final matter, none of the new objectors as to fees or incentive awards provides
16 specific factual or legal support for their objections. In light of the substantial value the
17 settlement obtains for the Class and the overwhelmingly positive response of class members,
18 these objections should be overruled.

19 III. CONCLUSION

20 For the reasons stated above and in Plaintiffs’ Unopposed Motion for Attorneys’ Fees
21 and Expenses and Incentive Payments to the Named Plaintiffs, Plaintiffs respectfully request
22 that the Court overrule the objections discussed above and (1) award Class Counsel an amount
23 of \$430,000 in attorneys’ fees and expenses to be paid by Honda; and (2) award incentive
24 payments of \$1,500 to the each of the named Plaintiffs to be paid by Honda.

1 DATED this 6th day of September, 2011.

2 TERRELL MARSHALL DAUDT & WILLIE PLLC

3
4 

5
6 By: _____

7 Beth E. Terrell, CSB 178181
8 Email: bterrell@tmdwlaw.com
9 Jennifer Rust Murray, *Admitted Pro Hac Vice*
10 Email: jmurray@tmdwlaw.com
11 936 North 34th Street, Suite 400
12 Seattle, Washington 98103-8869
13 Telephone: (206) 816-6603
14 Facsimile: (206) 350-3528

15
16 Steven N. Berk, *Admitted Pro Hac Vice*
17 Email: steven@berklawdc.com
18 BERK LAW PLLC
19 2002 Massachusetts Avenue NW, Suite 100
20 Washington, DC 20036
21 Telephone: (202) 232-7550
22 Facsimile: (202) 232-7556

23
24 Steven M. Tindall, CSB #187862
25 Email: steventindall@rhdtlaw.com
26 RUKIN HYLAND DORIA & TINDALL LLP
27 100 Pine Street, Suite 2150
San Francisco, California 94111
Telephone: (415) 421-1800
Facsimile: (415) 421-1700

Attorneys for the Plaintiffs

1 PROOF OF SERVICE

2 I am a citizen of the United States and am employed in King County, Washington. I am
3 over the age of eighteen (18) years and not a party to this action; my business address is 936
4 North 34th Street, Suite 400, Seattle, Washington, 98103-8869.

5 On September 6, 2011, I served the preceding document by placing a true copy thereof
6 enclosed in a sealed envelope and served in the manner and/or manners described below to
7 each of the parties herein and addressed as on the attached list.

8
9 **BY MAIL:** I caused such envelope(s) to be deposited in the mail at my business address,
10 addressed to the addressee(s) designated. I am readily familiar with Terrell
11 Marshall Daudt & Willie PLLC's practice for collection and processing of
correspondence and pleadings for mailing. It is deposited with the United States
Postal Service on that same day in the ordinary course of business.

12 **BY HAND DELIVERY:** I caused such envelope(s) to be delivered by hand to the
13 addressee(s) designated.

14 **BY OVERNIGHT COURIER SERVICE:** I caused such envelope(s) to be delivered via
overnight courier service to the addressee(s) designated.

15 **BY FACSIMILE:** I caused said document to be transmitted to the telephone number(s) of
16 the addressee(s) designated.

17 **BY ELECTRONIC MAIL:** I caused said document to be transmitted to the email
18 addresses of the addressee(s) designated.

19 I declare under penalty of perjury under the laws of the State of Washington that the
20 foregoing is true and correct.

21 Executed at Seattle, Washington, on the 6th day of September, 2011.

22
23 
24
25 _____

PROOF OF SERVICE LIST

Roy Brisbois, CSB 53222
Email: brisbois@lbbslaw.com
Eric Kizirian, CSB 210584
E-Mail: kizirian@lbbslaw.com
LEWIS BRISBOIS BISGAARD & SMITH LLP
221 N Figueroa Street, Ste. 1200
Los Angeles, CA 90012-2601
Telephone: (213) 250-1800
Facsimile: (213) 250-7900

Attorneys for Defendant

Beth E. Terrell, CSB 178181
Email: bterrell@tmdwlaw.com
Jennifer Rust Murray, *Admitted Pro Hac Vice*
Email: jmurray@tmdwlaw.com
TERRELL MARSHALL DAUDT & WILLIE PLLC
936 North 34th Street, Suite 400
Seattle, Washington 98103-8869
Telephone: (206) 816-6603
Facsimile: (206) 350-3528

Steven Berk, *Admitted Pro Hac Vice*
Email: steven@berklaw.com
BERK LAW PLLC
2002 Massachusetts Avenue NW, Suite 100
Washington, DC 20036
Telephone: (202) 232-7550
Facsimile: (202) 232-7556

Steven M. Tindall
Email: steventindall@rhdtlaw.com
RUKIN HYLAND DORIA & TINDALL LLP
100 Pine Street, Suite 215024
San Francisco, California 94111
Telephone: (415) 421-1800
Facsimile: (415) 421-1700

Attorneys for Plaintiffs