

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

VICTOR FUENTES,

Plaintiff,

v.

JIFFY LUBE INTERNATIONAL, INC.,

Defendant.

Civil Action No.: 2:18-cv-05174-AB

**DECLARATION OF JOSHUA J. BLOOMFIELD**  
**IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF**  
**SETTLEMENT AND AWARD OF ATTORNEY'S FEES, EXPENSES AND**  
**SERVICE AWARD**

1. I am a member of the California State Bar in good standing and counsel at the law firm of Gibbs Law Group LLP, the firm appointed as Class Counsel in this action. Dkt. 155. I have personal knowledge of the matters stated herein and could and would competently testify thereto if called upon to do so. I make this declaration in support of Plaintiff's Motion for Final Approval of Settlement and Award of Attorney's Fees, Expenses and Service Award for class representative Victor Fuentes. A copy of the Settlement Agreement is attached as **Exhibit 1**. The Allocation Plan is attached as **Exhibit 2**.

2. Gibbs Law Group is a national litigation firm dedicated to representing plaintiffs in class and collective actions in state and federal courts. The firm serves clients in consumer protection, securities, antitrust, whistleblower, personal injury, and employment cases. A true and correct copy of the Gibbs Law Group firm resume is attached as **Exhibit 3**.

3. For more than 20 years, I have represented consumers and businesses in a variety of state and federal actions, including class actions against banks, insurance companies, social media

companies, and other large corporations. I joined Gibbs Law Group in 2016. Ex. 3 at p. 24. Below, I describe examples of some of the cases I have worked on.

4. I represented classes in *Hernandez, et al. v. Wells Fargo Bank NA, et al.*, Case No. 18-cv-07354-WHA (N.D. Cal.), a class action that settled for \$40.3 million and provided substantial relief to borrowers who lost their homes to foreclosure; *In re Disposable Contact Lens Antitrust Litigation*, Case No. 3:15-md-2626-HES-JRK (M.D. Fla.), which resulted in a total settlement of \$118 million for consumers who overpaid for disposable contact lenses because of price floors set by contact lens manufacturers; and *In Re Anthem, Inc. Data Breach Litigation*, Case No. 15-MD-02617-LHK (N.D. Cal.), which resulted in a total settlement of \$115 million on behalf of class members whose personal information was compromised in a massive data breach.

5. The present class action began in November 2018. Since the start of the litigation, my firm has worked together with two other firms experienced in antitrust class actions and complex litigation: Gustafson Gluek PLLC and Paul LLP. Together, our three firms have vigorously prosecuted this case, with Jiffy Lube consistently denying liability and contesting our legal theories, including by two motions to dismiss.<sup>1</sup> During discovery, we reviewed hundreds of thousands of pages of documents and took six depositions, including a 30(b)(6) deposition of three corporate designees, four Jiffy Lube employees, and a third party. We also served interrogatories and requests for production on Jiffy Lube, as well as 20 document and deposition subpoenas on third parties including Jiffy Lube franchisees and a franchisee trade association.

6. Class Counsel also engaged the services of an econometric expert to analyze the data provided by Jiffy Lube and create a preliminary damages model showing the impact of Jiffy Lube's No-Poach Provision on franchisee employees.

7. During discovery, the parties engaged in informal settlement discussions which did not result in a settlement. Beginning on October 29, 2021, the Parties participated in several settlement conferences with the Hon. David R. Strawbridge over a two-month period. Ultimately, those

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<sup>1</sup> Gustafson Gluek had another firm, Turke & Strauss LLP, assist with investigation and document review.

settlement discussions resulted in the Settlement now presented to this Court for approval. On July 22, 2022, the parties executed the formal Settlement Agreement (*see* Ex. 1) which this Court preliminarily approved on September 15, 2023. Dkt. 155.

8. In that Order, the Court appointed Gilardi & Co. LLC as the settlement administrator. Gilardi has extensive experience in cases involving complex wage-related state and federal tax reporting and withholding. Gilardi will charge approximately \$68,132 which is reasonable for the work it will perform. Gilardi developed a robust notice program, as described in the Declaration of Carla Peak submitted with the preliminary approval motion. Dkt. 90-6 (hereafter “Peak Decl.”) Gilardi has received the Settlement Class Members’ names and addresses, as well as social security numbers for a majority of Class Members, and is currently working to find updated and current addresses by running them through the U.S. Postal Service’s National Change of Address database. Gilardi will then send notice by first class mail to all Class members by February 21, 2024 and make reasonable efforts to resend notices to forwarding addresses for any returned notices. Peak Decl. at ¶ 13. The Court approved the final version of the Class Notice on December 13, 2023. Gilardi has also created a Settlement website where it will post the Notice in English and Spanish. Peak Decl. at ¶ 14. The Settlement website will also post key case documents and will contain answers to frequently asked questions.

9. The parties estimate that there are approximately 1,255 individuals in the Settlement Class, each of whom worked for at least 90 days during the Class Period at one of the 32 Jiffy Lube Franchisee stores located in the Philadelphia-Camden-Wilmington MSA.<sup>2</sup> A list of the 32

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<sup>2</sup> After this Settlement was reached, another Jiffy Lube franchisee’s employee intervened seeking to represent employees outside of the Philadelphia-Camden-Wilmington MSA. On September 14, 2023, the Court granted Jiffy Lube’s motion to compel arbitration of the intervenor’s claims. Dkt. 154. The Court subsequently denied a motion to intervene from a second attempted intervenor. Dkt. 171. As the Preliminary Approval Order notes, this settlement does not impact “the rights of any person outside the proposed Settlement Class to pursue any rights or remedies they may have available to them under law against Defendant Jiffy Lube.” Dkt. 155 at 2.

stores is attached as Exhibit C to Exhibit 1. Gilardi will distribute settlement proceeds directly to Class members by check without requiring them to file a claim or submit documents.

10. Class members will have 120 days to deposit their settlement checks. If any settlement checks are uncashed after 60 days or undeliverable, Gilardi will make adequate and customary efforts to contact and/or locate Class members and will send a postcard reminder notice to any Class members who have not cashed their checks 60 days after issue. Peak Decl. at ¶ 20.

11. During the same period that the parties were working with Judge Strawbridge to settle this case, Class Counsel were also working with their damages expert, on a preliminary calculation of class-wide damages. Based on that preliminary analysis, the \$2 million settlement fund represents approximately 90% of the economic damages Class Counsel and their econometric expert estimate the Class could have recovered on their best day at trial.

12. The settlement fairly allocates net settlement proceeds to Class members. The net settlement proceeds (after attorney's fees and costs and administration expenses are deducted) will be allocated to Class members on a pro rata basis based on the estimated earnings of each Class member while working at a Jiffy Lube franchise in the Philadelphia-Camden-Wilmington Metropolitan Statistical Area during the class period. *See Ex. 2 (Allocation Plan)*.

13. The settlement will provide substantial monetary relief to each Class member with no need to file a claim. And it does so in a case that was fiercely contested, where there was substantial litigation risk on both liability and damages. In addition, the class certification and merits experts reports would be expensive in this antitrust case. Given these risks and the substantial settlement payments Class members will receive, Class Counsel strongly believe the \$2 million non-reversionary settlement is fair, reasonable, and adequate.

14. Since the Court entered the Preliminary Approval Order and Revised Scheduling Order, the Settlement Administrator and the parties have been working to establish the Settlement website, populate each Settlement Class Member's Notice with his or her estimated earnings amount, as well as an individualized Claim ID and PIN, and prepare to disseminate class notice on or before February 21, 2024.

15. Through the time that the motion for preliminary approval was filed, Class Counsel had devoted approximately 3,267 hours to this case (1,379 hours by my firm, 523 hours by Paul LLP, and 1,365 by Gustafson Gluek PLLC), and our lodestar using our typical hourly billing rates is \$2,083,711 (\$1,000,843 for my firm, \$214,056 for Paul LLP and \$868,812 for Gustafson Gluek PLLC). Class Counsel worked on an entirely contingent basis throughout this litigation. The billing rates used in calculating the lodestar are reasonable for attorneys of comparable skill in comparable matters, and the lodestar reflects reductions made by Class Counsel exercising billing discretion. Class Counsel's request for a 25% fee of \$500,000 represents a fractional multiplier of .25 of that lodestar amount. Moreover, during the 18 months since we filed preliminary approval, Class Counsel spent dozens if not hundreds of additional hours drafting these final approval papers and working with Gilardi to prepare the Notice. Class Counsel will continue to work with Gilardi on Notice and settlement distribution tasks. Thus, the requested fee will be an even smaller fraction of our lodestar.

16. Class Counsel has also advanced at least \$322,073 in litigation expenses. However, as represented in Plaintiff's motion for preliminary approval, Class Counsel seeks reimbursement of no more than \$320,465. The following chart depicts a categorization of these expenses, all of which were reasonably incurred in the prosecution of this complex antitrust class action.

Expense Category	Expense Amount
Copying (Internal)	\$1,017
Experts/Consultants	\$265,343
Litigation Support	\$36,189
Postage/Delivery	\$110
Research	\$3,066
Transcripts	\$13,440
Travel	\$3,908
Total	\$322,073

17. Class Counsel also submits that the requested \$5,000 service award for Class Representative Victor Fuentes is reasonable. Fuentes spent significant time and effort for the benefit of the class by participating in discovery, searching for and producing all of his relevant documents, and making himself available to communicate with Class Counsel about the litigation, settlement conferences with Judge Strawbridge, and settlement approval process. Throughout the case, Fuentes stayed in contact with Class Counsel and acted with the interests of the Class in mind.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge. Executed on January 29, 2024 in Oakland, California.

/s/ Joshua J. Bloomfield  
Joshua J. Bloomfield

**CERTIFICATE OF SERVICE**

I certify that on January 29, 2024, I filed this document on the Court's docket using the Court's CM/ECF system. Based on the Court's records, all counsel of record were served with a copy of the foregoing document by electronic means.

*/s/ Joshua J. Bloomfield*