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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF MONTEREY**

RICHARDS J. HEUER III, an individual,  
on behalf of himself and all others similarly  
situated,

Plaintiff,

v.

MONTEREY PENINSULA WATER  
MANAGEMENT DISTRICT, a California  
public agency; and DOES through 10,

Defendants.

**CASE NO. 24 CV002642**  
*Unlimited Jurisdiction*

**CLASS ACTION**

(Case assigned to Hon. Carrie M. Panetta)  
Dept 14)

**PLAINTIFF'S NOTICE OF MOTION AND  
MOTION FOR ATTORNEY'S FEES,  
REIMBURSEMENT OF EXPENSES AND  
SERVICE AWARD; MEMORANDUM OF  
POINT AND AUTHORITIES**

Date: December 19, 2025  
Time: 8:30 a.m.  
Dept. 14

Complaint Filed: June 25, 2024

1 **TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on December 19, 2025, at 8:30 a.m., in Department 14 of the  
3 Superior Court of the State of California for the County of Monterey, located at the Monterey  
4 Courthouse, 1200 Aguajito Road, Monterey, California 93940, the Honorable Carrie M. Panetta  
5 presiding, Plaintiff Richards J. Heuer III ("Plaintiff"), on behalf of himself and all others similarly  
6 situated, will and hereby does move this Court for an order:

7 1. Awarding Class Counsel Benink & Slavens, LLP and Kearney Littlefield, LLPs  
8 attorney's fees in the amount of \$553,285 to be paid from the Settlement Fund.

9 2. Awarding reimbursement of costs in the amount of \$5,160.47 to be paid from the  
10 Settlement Fund.

11 3. Awarding Plaintiff / Class Representative Richards J. Heuer III a service award of  
12 \$5,000 to be paid from the Settlement Fund.

13 This Motion is made on the grounds that the requested fees, costs and service award are  
14 reasonable and in accordance with California law.

15 This Motion is based on this Notice; the following Memorandum of Points and Authorities;  
16 the Declarations of Prescott Littlefield, Eric J. Benink, and Richards J. Heuer III in Support of the  
17 Motion for Final Approval and for Attorney's Fees, Reimbursement of Expenses, and Service Award,  
18 filed herewith; the Motion for Final Approval of Class Action settlement filed herewith; all the records  
19 on file in the action; and any arguments of the parties and counsel presented at the hearing.

20 **PLEASE TAKE FURTHER NOTICE** that, prior to the day of the hearing, any civil,  
21 probate or family department may issue a tentative ruling on any law and motion matter, in the sole  
22 discretion of the assigned judge. If a tentative ruling is issued, it will be issued in conformance with  
23 the tentative ruling procedures set forth in California Rules of Court, rule 3.1308(a)(1).

24 Tentative Rulings will be available on the court's website by 3:00 p.m. the court day before  
25 the hearing or by telephoning the court at (831) 647-5800 ext. 3040, between 3:00 p.m. and 4:00  
26 p.m.

27 The tentative ruling becomes the order of the court, and no hearing is held, unless one of the  
28

1 parties contests the tentative ruling by complying with California Rules of Court 3.1308 and the  
2 applicable local rule.


3 If a tentative ruling is not posted, or the tentative ruling directs oral argument, then the  
4 parties must appear at the hearing.

5 Those parties wishing to present oral argument must notify all other parties and the Court no  
6 later than 4:00 p.m. on the court day prior to the hearing; otherwise, NO ORAL ARGUMENT  
7 WILL BE PERMITTED AND THE TENTATIVE RULING WILL BECOME THE ORDER OF  
8 THE COURT AND THE HEARING VACATED.

9 You must notify the Court before 4:00 p.m. on the court day before the hearing by emailing  
10 TentativeRulings@monterey.courts.ca.gov or by telephoning the Calendar Department at (831)  
11 647-5800 extension 3040.

12  
13  
14  
15 DATED: November 21, 2025

**KEARNEY LITTLEFIELD, LLP**

  
\_\_\_\_\_  
Prescott W. Littlefield  
Attorneys for Plaintiff  
RICHARDS J. HEUER III

1 **INTRODUCTION**

2 Plaintiff Richards J. Heuer III (“Plaintiff”) filed this class action after litigating a related  
3 case against Defendant the Monterey Peninsula Water Management District (the “District”) through  
4 trial, judgment, post-judgment motions and appeal – *Monterey Peninsula Taxpayers’ Association,*  
5 *Inc. et al. v. the Monterey Peninsula Water Management District, et al.*, Monterey County Superior  
6 Court Case No. 21CV003066 (the “2021 Action”). The 2021 Action challenged the validity of the  
7 District’s collection of a charge under District Ordinance No. 152 (the “Water Supply Charge”)  
8 simultaneously with a user fee imposed by the District and collected through California-American  
9 Water Company, an investor-owned utility. The 2021 Action did not seek refunds.

10 As explained in Plaintiff’s motion for final approval, filed herewith, Plaintiff and the  
11 District settled this refund case, subject to the Court’s final approval. The Settlement Agreement  
12 requires the District to create a settlement fund in the amount of \$3,353,245 (“Settlement Fund”)  
13 out of which, after fees and expenses are deducted, the District will provide direct refunds to class  
14 members without the necessity of a claim. No funds revert to the District. In addition, the District  
15 agreed to forbear from imposing, levying or collecting any new fees or charges that are subject to  
16 the procedures and restrictions provided in Proposition 218 through June 30, 2026.

17 By this motion, Plaintiff’s attorneys (“Class Counsel”) request that the Court award them  
18 attorney’s fees in the amount of \$553,285 which is equal to 16.5% of the Settlement Fund and  
19 reimbursement of expenses actually incurred, in the amount of \$5,160.47. Plaintiff also requests a  
20 service award in the amount of \$5,000.

21 **ARGUMENT**

22 **A. ATTORNEY’S FEES MAY BE FUNDED FROM COMMON FUND**

23 California has long recognized, as an exception to the general American rule that parties  
24 bear the costs of their own attorneys, the propriety of awarding an attorney fee to a party who has  
25 recovered or preserved a monetary fund for the benefit of others. (*Laffitte v. Robert Half*  
26 *International, Inc.* (2016) 1 Cal.5th 480, 488-489 (*Laffitte*).) When a common fund is created for  
27 the benefit of absent class members, as here, California courts calculate attorneys’ fees based on a  
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1 percentage of the fund. (*Serrano v. Priest* (1977) 20 Cal.3d. 25, 34 “[W]hen a number of persons  
2 are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the  
3 benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be  
4 awarded attorney's fees out of the fund.”].) The common fund doctrine is “based on the  
5 commonsense notion that the ‘one who expends attorneys’ fees in winning a suit which creates a  
6 fund from which others derive benefits, may require those passive beneficiaries to bear a fair share  
7 of the litigation costs.” (*Consumer Cause, Inc. v. Mrs. Gooch's Natural Food Markets, Inc.* (2005)  
8 127 Cal.App.4th 387, 397, citation omitted.) The United States Supreme Court approved of this  
9 “common fund” approach in *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, recognizing that “a  
10 lawyer who recovers a common fund for the benefit of persons other than himself or his client is  
11 entitled to a reasonable attorney’s fee from the fund as a whole,” and that class members who  
12 benefit from a lawsuit “without contributing to its cost are unjustly enriched at the successful  
13 litigant’s expense.” (*Id.* at p. 478.) The common fund approach allows the Court to prevent such  
14 inequity by “assessing attorney’s fees against the entire fund, thus spreading fees proportionately  
15 among those benefited by the suit.” (*Ibid.*)

16 A court may award attorney’s fees based on a percentage of the fund. As the California  
17 Supreme Court held in *Laffitte*:

18 We join the overwhelming majority of federal and state courts in holding that  
19 when class action litigation establishes a monetary fund for the benefit of the class  
20 members, and the trial court in its equitable powers awards class counsel a fee out  
of that fund, the court may determine the amount of a reasonable fee by choosing  
an appropriate percentage of the fund created.

21 (*Laffitte, supra*, 1 Cal. 5th at p. 503.) In *Laffitte*, a unanimous Supreme Court explained that the  
22 common fund approach is “a valuable tool” for courts to utilize when a common fund is created.  
23 (*Id.* at p. 503.) The percentage method has “recognized advantages” over the lodestar-multiplier  
24 method, “including relative ease of calculation, alignment of incentives between counsel and the  
25 class, a better approximation of market conditions in a contingency case, and the encouragement it  
26 provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation.”  
27 (*Ibid.*)

1        *Laffitte* further explained that a common fund fee award “distributes the cost of hiring an  
2 attorney among all the parties benefited,” which is why it “has sometimes been referred to as ‘fee  
3 spreading.’” (*Id.* at p. 489.) In other words, the common fund doctrine “rest[s] squarely on the  
4 principle of avoiding unjust enrichment...attorney fees awarded under this doctrine are not assessed  
5 directly against the losing party (fee shifting), but come out of the fund established by the litigation,  
6 so that the beneficiaries of the litigation...bear this cost (fee spreading).” (*Lealao v. Beneficial Cal.*  
7 *Inc.* (2000) 82 Cal.App.4th 19, 27 citations and quotation marks omitted.) The common-fund  
8 method is preferred by most jurisdictions because it focuses on the total benefit conferred on the  
9 class resulting from the efforts of counsel. (*Id.* at p. 48.)

10 **B. THE PERCENTAGE SOUGHT HERE IS REASONABLE**

11        Although no California state court has established a firm percentage benchmark, the  
12 California Supreme Court has recognized that some federal courts (including the Ninth Circuit)  
13 have approved a 25% benchmark. (See *Laffitte, supra*, 1 Cal.5th at p. 495, citing *In re Bluetooth*  
14 *Headset Products Liability Litigation* (9th Cir. 2011) 654 F.3d 935, 942 and *Camden I*  
15 *Condominium Ass’n, Inc. v. Dunkle* (11th Cir. 1991) 946 F.2d 658, 775.) And California courts  
16 have awarded percentages greater than 25%. (See, e.g., *Laffitte* [affirming 1/3 fee]; *Chavez v.*  
17 *Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n 11 [affirming award representing 27.9% of benefits  
18 and stating that “empirical studies show that, regardless whether the percentage method or the  
19 lodestar method is used, fee awards in class actions average around one-third of the recovery.”]) In  
20 *Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167, the Second District Court of  
21 Appeal explained that “[e]ven if there is no benchmark starting point for attorneys fees [in a minor  
22 compromise case], a court may of course reasonably determine that 25 percent is an appropriate  
23 percentage in a given case.” (*Id.* at p. 1175, fn. 4; see also *id.* at p. 1176 invoking *Laffitte*’s  
24 affirmance of one-third of a \$19 million settlement.)

25        Here, Class Counsel seek 16.5% (approximately half of one-third) in recognition of the fact  
26 that this action was resolved at an early stage of litigation. But they ask that the Court recognize that  
27 accomplishing a valuable settlement without the necessity of protracted litigation should not be  
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1 punished. The Long Form Notice advised class members of this fee request, but no class member  
2 objected to it. (Declaration of Prescott Littlefield (“Littlefield Decl.”), ¶ 19, Ex. 4, [at paragraphs 6  
3 and 13 of the Notice].)

#### 4 **C. LODESTAR-MULTIPLIER CROSS CHECK**

5 Although the Court is authorized to award a straight percentage of the recovery as discussed  
6 above, the Court is also authorized to utilize a “lodestar-multiplier” method as a cross-check on a  
7 percentage fee. (*Laffitte, supra*, 1 Cal.5th at p. 504.) The lodestar-multiplier method calculates the  
8 fee “by multiplying the number of hours reasonably expended by counsel by a reasonable hourly  
9 rate” and then increasing or decreasing that amount by applying a positive or negative multiplier “to  
10 take into account a variety of other factors, including the quality of the representation, the novelty  
11 and complexity of the issues, the results obtained, and the contingent risk presented.” (*Laffitte*, at p.  
12 489.) When used as a cross-check, the Court need not closely scrutinize each claimed attorney hour  
13 and instead may focus on whether the fee award appropriately reflects the degree of time and effort  
14 expending by the attorneys. (*Laffitte*, at p. 505, citation omitted.)

##### 15 **1. Class Counsel’s Hours are Reasonable**

16 The attorneys maintained contemporaneous time records during the prosecution of this case  
17 and only billed time necessary to successfully prosecute the case. (Declaration of Eric J. Benink  
18 (“Benink Decl.”), filed herewith, ¶ 3; Littlefield Decl., ¶ 31.) The attorneys have spent 210.9 hours  
19 prosecuting this action through November 21, 2025 and estimate they will expend another 20 hours  
20 preparing any responses to the opposition to the motion for final approval, responding to questions  
21 from class members, preparing for and attending the fairness hearing, and coordinating with the  
22 District regarding the distribution of funds after final approval. (Benink Decl., ¶ 3; Littlefield Decl.,  
23 ¶ 31.) They have submitted their time records. (Benink Decl., ¶ 3, Ex. 1; Littlefield Decl., ¶ 31, Ex.  
24 5.)

25 The work sought to be compensated includes, but is not limited to: preparing a Government  
26 Claims Act claim on behalf of a class; preparing and filing the class action complaint; researching  
27 various issues related to procedural defenses; negotiating and corresponding with the District’s  
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1 counsel on various settlement issues; preparing numerous drafts of the settlement agreement and  
2 extensive exhibits; preparing a motion for preliminary approval of settlement; coordinating with the  
3 District on the notice program, establishing a website for class members; and preparing the motion  
4 for final approval; filing a report to the Court regarding refunds (120 days after effective date); and  
5 facilitating payment of undistributed amounts to cy pres recipient. (Benink Decl., ¶ 3; Littlefield  
6 Decl., ¶ 31.) Thus, the total number of hours for which they seek compensation is 230.9.

7       Declarations by counsel as to time spent are sufficient. (See *Wershba v. Apple Computer, Inc.*  
8 (2001) 91 Cal.App.4th 224, 255 [“Plaintiff’s attorneys submitted declarations evidencing the  
9 reasonable hourly rate for their services and establishing the number of hours spent working on the  
10 case...California law permits fee awards in the absence of detailed time sheets.”]; *Dunk v. Ford*  
11 *Motor Co.* (1996) 48 Cal.App.4th 1794, 1810 [a “lodestar calculation could be based on counsel’s  
12 estimate of time spent”].) “An experienced trial judge is in a position to assess the value of the  
13 professional services rendered in his or her court.” (*Wershba v. Apple Computer* (2001) 91  
14 Cal.App.4th 224, 255.) Here, Class Counsel have submitted detailed declaration and their billing  
15 records for review. Class counsel submits that the Court will find the total hours expended on this  
16 case reasonable.

## 17       **2. Class Counsel’s Hourly Rates are Reasonable**

18       Class Counsel seeks hourly rates of \$650 for a total lodestar of \$150,085 (230.9 hours x  
19 \$650). (Benink Decl., ¶ 5; Littlefield Decl., ¶ 31.) The hourly rates used in calculating the lodestar  
20 portion of a reasonable attorney’s fee must be based on hourly rates charged by private attorneys of  
21 comparable experience, expertise, and reputation in the community. (*Serrano v. Unruh* (1982) 32  
22 Cal.3d 621; *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095; *Children’s Hospital and*  
23 *Medical Center v. Bonta*, (2002) 97 Cal.App.4th 740, 782; see also *Children’s Hospital*, at p. 783  
24 [affirming rates that were “within the range of reasonable rates charged by and judicially awarded  
25 comparable attorneys for comparable work”].) The court may consider other factors when  
26 determining reasonable hourly rates, e.g., the attorney’s skill and experience, the nature of the work  
27 performed, the relevant area of expertise and the attorney’s customary billing rates. (*Flannery v.*  
28



1 *California Highway Patrol* (1998) 61 Cal.App.4th 629, 632.) In addition, the Court may rely on its  
2 own knowledge and familiarity with the legal market in setting a reasonable hourly rate. (*Heritage*  
3 *Pacific Financial, LLC v. Monroy* (2013) 215 Cal.App.4th 972, 1009.)

4 Although the prevailing plaintiff has the burden of proving the reasonable hourly rate in  
5 determining the appropriate lodestar, the moving party may satisfy its burden through its own  
6 affidavits, without additional evidence and the court may consider the attorney's skill as reflected in  
7 the quality of the work, as well as the attorney's reputation and status. (*MBNA America Bank, N.A.*  
8 *v. Gorman* (2006) 147 Cal.App.4th Supp. 1, 13.)

9 An hourly rate of \$650 is eminently fair and reasonable, especially in light of Class  
10 Counsel's special expertise in government fee challenges. Benink has been practicing for 28 years.  
11 After entering private practice in 2002, his practice has focused on complex litigation, including  
12 consumer protection, securities, Proposition 218 / 26 litigation and class actions. He has prosecuted  
13 at least 35 cases against public entities for illegal fees, assessments, and taxes, including for  
14 violations of Proposition 218 and Proposition 26. He and his firm prosecuted / defended five  
15 appeals in the area in 2025, resulting in four victories and one split decision. He has been awarded  
16 or negotiated fees ranging from \$550 to \$700 in recent years. He was named to the *Super Lawyers*  
17 list from 2014 through 2025. (Benink Decl. ¶ 5, Ex. 2.) Littlefield has been practicing for 18 years.  
18 His practice has focused on complex litigation and class actions and has been litigating Proposition  
19 218 / 26 cases for nearly 10 years. He has tried multiple Proposition 218 / 26 class action cases and  
20 has worked on numerous appeals over the recent past. In recent years, Littlefield has been approved  
21 at rates of \$700 and \$750 per hour for class action work. (Littlefield Decl., ¶ 33.)

### 22 **3. A Multiplier is Warranted**

23 Counsel's base lodestar is only the starting point in determining the appropriate award. As  
24 explained above, the Court may adjust the lodestar amount based on factors discussed above,  
25 including the contingent nature of the litigation, the novelty and complexity of the issues, the skill  
26 and expertise of counsel, and the extent that the litigation precluded other employment. (*Laffitte*,  
27 *supra*, 1 Cal.5th at p. 489; *Robbins v. Alibrandi* (2005) 127 Cal. App. 4th 438, 448; *Ketchum v.*

1 *Moses* (2001) 24 Cal.4th 1122, 1131-1132 (*Ketchum*); *Press v. Lucky Stores, Inc.* (1983) 34 Cal. 3d.  
2 311, 322; *Serrano v. Priest* (1977) 20 Cal.3d. 25, 48-49.) With regard to the contingent risk  
3 assumed by counsel, the California Supreme Court has explained:

4  
5 The economic rationale for fee enhancement in contingency cases has been explained  
6 as follows: “A contingent fee must be higher than a fee for the same legal services  
7 paid as they are performed. The contingent fee compensates the lawyer not only for  
8 the legal services he renders but for the loan of those services. The implicit interest  
9 rate on such a loan is higher because the risk of default (the loss of the case, which  
10 cancels the debt of the client to the lawyer) is much higher than that of conventional  
11 loans.” (Posner, *Economic Analysis of Law* (4th ed.1992) pp. 534, 567.) “A lawyer  
who both bears the risk of not being paid and provides legal services is not receiving  
the fair market value of his work if he is paid only for the second of these functions.  
If he is paid no more, competent counsel will be reluctant to accept fee award cases.”  
(Leubsdorf, *The Contingency Factor in Attorney Fee Awards* (1981) 90 Yale L.J.,  
473, 480. . .)

12 (*Ketchum, supra*, 24 Cal.4th at p. 1133; see also *Rade v. Thrasher* (1962) 57 Cal.2d 244, 253 [“[a]  
13 contingent fee contract, since it involves a gamble on the result, may properly provide for a larger  
14 compensation than would otherwise be reasonable.”] citation omitted); see also *Saltron Bay*  
15 *Marina v. Imperial Irrig. Dist.* (1985) 172 Cal.App.3d 914, 955 [“difficulty or contingent nature of  
16 the litigation is a relevant factor in determining a reasonable attorney fee award”].)

17 Here, Class Counsel undertook risk and pursued this case without payment for 24 months  
18 (between submission of Government Claim in December 2023 and this motion). (Benink Decl., ¶  
19 4.) Class Counsel was also prepared to defend or pursue an appeal if necessary; appellate practice is  
20 common in government fee cases. (*Id.*, ¶ 8) Class Counsel notes that at the conclusion of the 2021  
21 Action, Plaintiff negotiated with the District a sequestrataion of the Water Supply Charges the  
22 District was collecting during the appeal. But after the appeal was over, the District took no action  
23 to refund those funds. But for this litigation, it certainly would not have made refunds. And the  
24 settlement was a rousing success. The value of the benefits conferred is 100% of the alleged  
25 damages when considering the forbearance of a replacement charge during FY 25-26.

26 Based on these factors, Class Counsel multiplier on the lodestar. “Multipliers can range from  
27 2 to 4 or even higher.” (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 229; *Vizcaino v.*  
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1 *Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1047 [affirming fees where the cross-check  
2 multiplier is 3.65 after examining a comprehensive study of fees awarded by the percentage  
3 method]; *Parkinson v. Hyundai Motor Am.* (C.D. Cal. 2010) 796 F. Supp. 2d 1160, 1170 [observing  
4 that “multipliers may range from 1.2 to 4 or even higher”].) Here, based on a total lodestar of  
5 \$150,085 and the fee request of \$553,285, the multiplier requested is 3.68.

6 **D. FEE SPLIT DISCLOSURE**

7 Benink & Slavens, LLP and Kearney Littlefield have agreed to split attorney’s fees recovered  
8 in this action 50-50. This fee split was disclosed to Plaintiff and he provided his written consent to it.  
9 (Benink Decl., ¶ 11; Littlefield Decl., ¶ 35.)

10 **E. REQUEST FOR REIMBURSEMENT OF EXPENSES IS REASONABLE**

11 Attorneys in a class action may be reimbursed for costs incurred “in the ordinary course of  
12 prosecuting [a] case.” (*California Indirect Purchaser X-Ray Film Antitrust Lit.* (Oct. 22, 1998) 1998  
13 WL 1031494, at \*11.) Class Counsel seek reimbursement of litigation expenses in the amount of  
14 \$5,160.47. Those expenses include, *inter alia*, filing fees, courier/messenger fees, publication costs  
15 in three reverse validation cases, and website costs. (Benink Decl., ¶ 6, Ex. 3; Littlefield, ¶ 34.) All  
16 such expenses were reasonably incurred in furtherance of this litigation. (*Ibid.*) The Long Form  
17 Notice advised class members that Class Counsel would seek up to \$7,500 in reimbursement of  
18 expenses. (Littlefield Decl., ¶ 19, Ex. 4, [at paragraphs 6 and 13 of the Notice].)

19 **F. SERVICE AWARD IS REASONABLE**

20 Plaintiff Richards J. Heuer III seeks a \$5,000 service award (sometimes referred to as  
21 “incentive award”). “Incentive awards are fairly typical in class action cases” and are “intended to  
22 compensate class representatives for work done on behalf of the class, to make up for financial or  
23 reputational risk undertaken in bringing the action, and sometimes, to recognize their willingness to  
24 act as a private attorney general.” (*Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d  
25 948, 958-959; see also *Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App. 4th 399,  
26 412; *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1393 as modified (July  
27 27, 2010) [“[I]t is established that named plaintiffs are eligible for reasonable incentive payments to  
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1 compensate them for the expense or risk that they have incurred in conferring a benefit on other  
2 members to the class.”], citation omitted.)

3 Heuer served as the plaintiff in this action and in four other related ones (the 2021 Action  
4 and three reverse validation cases). (Declaration of Richards J. Heuer III, filed herewith, ¶¶ 2-4.)  
5 Heuer is the president of the Monterey Peninsula Taxpayers’ Association (MPTA). (*Ibid.*) After the  
6 MPTA failed to convince the District to sunset the WSC, he retained the Class Counsel to challenge  
7 the Water Supply Charge and then to pursue refunds for a class of customers in this lawsuit. He was  
8 actively involved in negotiating the settlement terms here and the reviewed and executed the  
9 Settlement Agreement. (*Id.*, ¶ 6.) He has monitored the District’s board meetings regarding the  
10 settlement. (*Id.*, ¶ 7.) He has responded to inquiries from property owners about this lawsuit. (*Ibid.*)

11 A modest \$5,000 service award is appropriate.

## 12 CONCLUSION

13 This class action settlement brings an end to over four years of litigation regarding the Water  
14 Supply Charge. Class Counsel has persevered against the District and not only forced the sunseting  
15 of the Water Supply Charge, but has now secured refunds of the charge and forbearance for the  
16 benefit of the Class. 16.5% of the common fund is a reasonable fee to compensate Class Counsel  
17 for their work, plus reimbursement of expenses and the service award to Plaintiff.

18  
19  
20 **KEARNEY LITTLEFIELD, LLP**

21  
22 DATED: November 21, 2025

  
\_\_\_\_\_  
Prescott W. Littlefield  
Attorneys for Plaintiff  
RICHARDS J. HEUER III