

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 FOR THE COUNTY OF SAN FRANCISCO

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4 BAKER & MCKENZIE, LLP, a Limited
5 Liability,

6 Plaintiff,

7 v.

Case No.

8 SBM MANAGEMENT SERVICES, LP, a
9 Limited Partnership,

CGC-24-612537

10 Defendant.

11 _____
12 VIDEOTAPED DEPOSITION OF MICHAEL BREWER

13 DATE: Thursday, October 23, 2025

14 TIME: 10:00 a.m.

15 LOCATION: Remote Proceeding

16 San Francisco, CA 94104

17 OFFICIATED BY: Jon Sandoval

18 JOB NO.: 7637027

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A P P E A R A N C E S

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1 I N D E X

2 EXAMINATION:

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12 August 4, 2021

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13 Exhibit 5

Litigation Budget Estimate

14 dated January 3, 2022

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15 Exhibit 6

Email from Michael Brewer to

16 Lauren Leonard dated

17 December 16, 2021

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18 Exhibit 7

Email from Michael Brewer to

19 Lauren Leonard dated

20 November 19, 2021

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21 Exhibit 8

Email Chain Re: Pre-October 3rd

22 Invoices Starting December 3, 2021

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Email Chain Re: Estimated Billing

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PROCEDINGS

THE OFFICER: Good morning. My name is Jon Sandoval. I am the deposition officer assigned by Veritext to take the record of this proceeding. We are now on the record at 10:00 a.m.

This is the deposition of Mike Brewer,
taken in the matter of Baker & McKenzie, LLP vs. SBM
Management Services, LP, on October 23, 2025, at San
Francisco, California.

I'm a notary authorized to take acknowledgments and administer oaths in California. Parties agree that as a deposition officer, I will swear in the witness remotely.

Additionally, absent an objection on the record before the witness is sworn, all parties and the witness understand and agree that any certified transcript produced from the recording of this proceeding:

- is intended for all uses permitted under applicable procedural and evidentiary rules and laws in the same manner as a deposition recorded by stenographic means; and
 - shall constitute written stipulation of such.

1 This proceeding will be recorded via
2 video technology by Dan Bruun.

3 At this time, will everyone attendance
4 please identify yourself for the record, starting with
5 Mr. Cravens?

6 MR. CRAVENS: Daniel Cravens and Andrea
7 Cordova from O'Hagan Meyer, representing SBM Management
8 Services.

9 MR. TOWLE: Griff Towle at Bartko Pavia,
10 representing Baker & McKenzie.

11 THE OFFICER: Thank you. Hearing no
12 objection, I will now swear in the witness.

13 Mr. Brewer, could you please raise your
14 right hand? Thank you, sir.

15 WHEREUPON,

16 MICHAEL BREWER,
17 called as a witness and having been first duly sworn to
18 tell the truth, the whole truth, and nothing but the
19 truth, was examined and testified as follows:

20 THE OFFICER: Thank you.

21 Counsel, you may proceed.

22 EXAMINATION

23 BY MR. CRAVENS:

24 Q Mr. Brewer, we've known each other for a
25 while. How long have you been a practicing attorney?

1 A About 30 years. Since 1995.

2 Q The -- and I'm guessing you've taken a

3 deposition or two over the course of that time?

4 A Yes.

5 Q About how many do you think? I -- just a wild

6 guess? I understand you don't keep a tight count.

7 A More than 500.

8 Q All right. Can we forgo the usual rules of a

9 deposition? Do you feel comfortable with that?

10 A [No audible response.]

11 Q So are you currently with Baker & McKenzie?

12 A I am.

13 Q And when did you start with Baker?

14 A 2018.

15 Q And were you -- did you come on as a partner?

16 A I did.

17 Q And what's your title, if any, now at Baker?

18 A I wear a few hats. I'm a principal. So I am

19 a partner. I also am the chair of the Americas

20 Employment & Compensation practice.

21 Q How long have you been the chair of the

22 Employment practice?

23 A The Americas chair role is new in the last few

24 months. Prior to that, I was the global and North

25 American chair. And that title has changed to the

1 Americas chair.

2 Q Got it. In 2022, were you the global and
3 North American chair of the Employment practice?

4 A In 2022, I was the global chair of the
5 Employment & Compensation practice.

6 Q How many attorneys are within that umbrella of
7 the global chair?

8 A The global practice across all Baker &
9 McKenzie offices? Somewhere between 500 and
10 650 lawyers.

11 Q And do you have any kind of management role
12 over that 500 to 650-attorney practice?

13 A Currently, I have a management role over the
14 Americas practice. So a subset of -- of all of the
15 lawyers across the globe.

16 Q And can you describe for me what the
17 management role is?

18 A Which one? My current role?

19 Q Yeah. Just briefly, if you could, describe
20 the scope of your current role?

21 A Yeah. I'm responsible for the profit and loss
22 of the Americas, that is, North America and Latin
23 America, Employment & Compensation practice.

24 Q Do you have any role currently in setting
25 compensation or determining compensation for attorneys

1 within your practice?

2 A Currently? Yes.

3 Q And how about in 2022 -- 2021 and 2022? At
4 that time, you were the global chair; correct?

5 A Correct.

6 Q Or chair of the global practice?

7 A Yes.

8 Q Okay. And what were -- what was the scope of
9 your management role in 2021 and 2022?

10 A In those years, the global role sat over the
11 regional practice groups. And my role was to make sure
12 that all of the regions were acting cooperatively and
13 collaboratively.

14 Q Setting attorney compensation within the
15 subgroup of attorneys who reported up the chain through
16 you?

17 A In the global role? No. That was left to the
18 regional chairs.

19 Q And during the 2021/2022 period, were you also
20 a, you know, practicing attorney in a -- in other words,
21 were you running cases?

22 A Yes.

23 Q And about how many cases did you have during
24 that time period?

25 A That would be hard for me to estimate. I know

1 I had more than ten. But I can't give you a really good
2 estimate beyond that.

3 Q Would it be like less than 50; do you think?

4 A Maybe.

5 Q Between ten and 50? Okay. All right. And as
6 the partner on, you know, the ten to maybe 50 cases that
7 you were overseeing, were you working with associates?

8 A Yes.

9 Q And were you responsible for supervising the
10 associates that were assigned to your cases?

11 A -- I oversaw their work.

12 Q Did you also provide them sort of on-the-job
13 training?

14 A Yes.

15 Q Did that include training on Baker &
16 McKenzie's best billing practices?

17 A I gave some guidance on Baker's billing
18 practices. Yes.

19 Q And specific instructions with respect to --
20 timekeeping?

21 A It did.

22 Q Okay. What is -- or rather, what was, in
23 2021, Baker's timekeeping policy?

24 A Probably have to take a look at some documents
25 to cite it chapter and verse. But the -- the gist of it

1 was to enter time appropriately. And try to convey the
2 value to the client through the time entry.

3 Q How did -- well, let me ask a different
4 question.

5 There's a document that Baker & McKenzie
6 maintains about its time keeping policy; is that right?

7 A I -- I don't know what it's called. But I
8 have seen a document that references good billing
9 practices and timekeeping practices.

10 Q Okay. All right. The -- how do you enter
11 your time now at Baker & McKenzie?

12 A I use a system. I believe it's called Intapp
13 Time. And I enter my time through that system.

14 Q Do you enter your time yourself? Or do you
15 have an assistant who does that for you?

16 A Sometimes I enter it directly. Sometimes I
17 have an assistant enter part of the entry. And then I
18 review it, edit it, and release it.

19 Q And was this the same practice in 2021 and
20 2022?

21 A It was. Except the time system that I
22 mentioned, Intapp Time. Sometime in the last few years,
23 we changed systems. It had a different name. And I
24 don't recall the name of the old system.

25 Q All right. I take it you don't recall exactly

1 when that change occurred?

2 A It's been -- it's been in the last couple of
3 years is about the best I can do.

4 Q Sure. Sure. In terms of time entry in the
5 previous system, was it essentially the same thing? You
6 entered time and a narrative into the computer system?

7 A The -- the two systems were quite similar.

8 Q Yeah. And during the 2021/2022 time period,
9 did you also have the same practice where sometimes an
10 assistant would enter part of the entry? And then you
11 would edit it as necessary?

12 A Yes. And sometimes I'd enter the whole thing
13 directly myself.

14 Q Okay. Was it your practice to enter time on a
15 daily basis?

16 A Sometimes daily. Sometimes within a couple of
17 days.

18 Q And was that consistent, you know, either
19 daily timekeeping or within a couple of days? Is that
20 consistent with your understanding of Baker & McKenzie's
21 policy as it relates to timekeeping?

22 A I believe so.

23 Q And is that a standard that you expected
24 your -- the associates working with you on your files to
25 also follow?

1 A I would hope that they would do that.

2 Q And what is your sense of why it's important
3 to enter your time contemporaneously? Either daily or
4 within a couple of days?

5 MR. TOWLE: I'm going to object to the
6 form of the question. Vague and ambiguous.

7 THE WITNESS: The -- the idea is that if
8 you enter time contemporaneously, you're probably able
9 to capture more time than you would otherwise.

10 BY MR. CRAVENS:

11 Q Is the sense also that contemporaneous time
12 entry is going to be more accurate than time that's
13 entered, you know, weeks, months later?

14 A It could be. It depends on what records are
15 available to enter the time.

16 Q Would you agree with me that an attorney's
17 memory of the precise time that they spent is more
18 likely to be accurate if it's recorded contemporaneously
19 as opposed to weeks, months later?

20 MR. TOWLE: Objection.

21 THE WITNESS: If -- if only the memory
22 is -- is there, then that -- that could be.

23 BY MR. CRAVENS:

24 Q Are you aware of any specific guidance by
25 Baker & McKenzie in terms of contemporaneous time entry?

1 A I -- I'm not sure.

2 Q All right. Have you -- the -- let's talk a
3 little bit about how the billing works at Baker &
4 McKenzie. After you enter your time into the software
5 system -- and I recognize that that changed within the
6 last couple of years -- what was the next step in the
7 process? For example, did you get a pre-bill?

8 A Yeah. I -- the next thing I would see -- I
9 don't -- I don't know what happens behind the scenes.
10 But the next thing I would see would be a draft bill.

11 And I -- I don't know if that's a pre-bill or
12 not. But at a -- at a prior firm, they were called
13 "pre-bills." At Baker, they typically were called
14 "draft bills." But it was a draft bill.

15 Q Got it. In other words, did the draft bill
16 reflect time as it was entered into the computer
17 timekeeping system?

18 A The -- the draft bill -- and I'm trying to
19 think. At the time, we were rolling out something
20 called Workflow or using Workflow. And some were not.

21 And in Workflow, you could edit, make edits.
22 And then sometimes you get a copy of the edited draft
23 bill. But that was still a draft bill.

24 Q Got it. And then did the draft bill go to
25 both the partner and the associates on the case? Or to

1 the partners only?

2 A Usually, the draft bill would go first to the
3 partner, the -- the billing partner on the file. And
4 sometimes it would go to others. But it -- it, as far
5 as I knew, always went to the billing partner.

6 MR. TOWLE: Counsel, just as a point of
7 clarification -- sorry to interrupt. Is there any
8 particular time period you're asking about for these
9 questions?

10 MR. CRAVENS: Yeah. I think we're
11 focusing on the 2021/2022 time period.

12 MR. TOWLE: Okay.

13 BY MR. CRAVENS:

14 Q Is that -- Mike, do you need to change your
15 answers if we have the understanding that we're
16 looking -- time period?

17 A No.

18 MR. CRAVENS: Okay. Thanks for that
19 clarification, Griff.

20 BY MR. CRAVENS:

21 Q Okay. So was it Baker's typical practice to
22 have a single billing partner?

23 A I believe so.

24 Q All right. And on the --

25 THE OFFICER: Counsel, I do apologize.

1 Could you repeat your question? I cut off for one
2 second. My internet was unstable for just one second.

3 Can you repeat your question?

4 MR. CRAVENS: Yeah. Yeah. The question
5 was, is it -- or was it Baker's practice to have a
6 single partner as the billing partner --

7 THE OFFICER: Thank you. And,
8 Mr. Brewer, could you give your answer again? I do
9 apologize.

10 THE WITNESS: I -- I believe so.

11 THE OFFICER: Thank you so much.

12 BY MR. CRAVENS:

13 Q And in terms of SBM, were you the billing
14 partner in 2022?

15 A Yes. I had inherited the case, and at that
16 time, was the billing partner.

17 Q All right. And then when the case originally
18 came to Baker in 2021, who was it? Who was the billing
19 partner?

20 A I believe it was Todd Boyer.

21 Q All right. And was Michael -- and I'm not
22 sure if I'm pronouncing his name correctly -- Leggieri
23 ever the billing partner as far as you know?

24 A -- I don't know if he was or not.

25 Q Okay. All right. And so when you receive the

1 draft bill as the billing partner, what would you do
2 with it?

3 MR. TOWLE: Objection. Vague.

4 THE WITNESS: I -- I would review it and
5 mark it up. Sometimes my paralegal, Ginny Aldajani,
6 would take a first crack at it and then send it to me,
7 along with other draft bills for other matters. And
8 then I would review the already marked up bill. And
9 sometimes edit it further and sometimes not.

10 BY MR. CRAVENS:

11 Q In 2021/2022, were these markups done
12 digitally? Or were they done with -- on pen on paper?

13 A Most of the markups were done digitally
14 through a PDF markup tool.

15 Q All right. What kinds of edits would you
16 typically make on a draft bill?

17 A Sometimes I would fix typos. Sometimes I
18 would make notes to have billing entries transferred to
19 a different matter. Sometimes I would write off or make
20 a note to write off time. Sometimes I would write down
21 on a time. Things like that.

22 Q Did you ever write up time? In other words,
23 increase the amount of time that was reported?

24 A Not that I can recall.

25 Q Why would you write down time or write off

1 time? What would be the circumstances in which you
2 would do that?

3 A Various reasons. Sometimes I'd look at a time
4 entry and think that it needed to be written down.
5 Because it may have taken too long or, you know, wasn't
6 showing value to the -- the client. Those -- those
7 kinds of reasons. I'm trying to think of examples that
8 are not exactly coming; but --

9 Q Sure. Would you say there was attendance by
10 multiple attorneys at the same meeting? Is that a
11 reason why you might write down or write off one of the
12 attorney's times?

13 A It -- it could be.

14 Q And did you sometimes transfer associate time
15 to a training billing code?

16 A I don't know if I did. Sometimes I just write
17 it off.

18 Q Now, when you're writing down or writing off
19 time on the draft bill, is there any further paperwork
20 that you need to do to accomplish that write-off or
21 write-down? Or is it just making the notation on the
22 bill the end of it, as far as you're concerned?

23 A I would send my markups either back to
24 somebody in our billing department or back to my
25 paralegal. And sometimes I would ask to see the next

1 iteration. That is, another draft of the bill with the
2 markups included. And sometimes not.

3 Q If -- and that was actually going to be my
4 next question. If you don't specifically ask to see the
5 next iteration of the bill, it -- would it be provided
6 to you? Or is -- did you have to ask for it in order
7 for that to happen?

8 A Sometimes I would ask for it and receive it.
9 Sometimes I wouldn't ask for it. And I would receive
10 it.

11 Q Okay. And then did you get a copy of the
12 final bill that went out to the client as a matter of
13 course?

14 A Sometimes I would. Sometimes I would be
15 copied on an -- a message from our billing department to
16 the client that included a copy of the bill. Sometimes
17 not.

18 Q And we're using the term "bill." And can we
19 use that interchangeably with "invoice"?

20 A Yes.

21 Q The -- in terms of SBM, were those bills
22 the -- were the final versions of those bills sent to
23 you in 2022?

24 A I'm not sure. I'd have to look.

25 Q Okay. If they were sent to you, would they be

1 sent to you via email?

2 A Likely.

3 Q Is -- does -- rather, did, in 2021 and 2022,
4 Baker have any kind of minimum billable requirement for
5 associates?

6 A There was. Yes.

7 Q What was that requirement? How many hours per
8 year?

9 A I believe it was an expectation of 1,800 hours
10 a year. Billable.

11 Q Was there any kind of incentive compensation
12 paid to associates if they exceeded the 1,800 annual
13 billable expectation?

14 A Like a billable hour bonus?

15 Q Yeah.

16 A I'm -- I'm not sure if that was in effect.

17 I --

18 Q How about now? What's the expectation now?
19 Currently?

20 A For associates, I believe the expectation is
21 2,000 hours billable.

22 Q When did that change?

23 A Sometime in the last few years.

24 Q All right. And currently, is there any kind
25 of incentive compensation hours bonus for associates

1 that exceed the minimum expectation?

2 A I believe there is a -- the idea is that in
3 order to be eligible for a bonus as an associate, you
4 need to hit the minimum expectation.

5 Q Some firms have, you know, 50 or 100 hours
6 over the minimum expectation. Does Baker have anything
7 like that?

8 A I don't believe so.

9 Q And in 2021/2022, were you compensated by your
10 hours in any sort of direct way?

11 A Not that I was aware of.

12 Q Was your compensation dependent on amounts
13 collected?

14 MR. TOWLE: Objection. Vague.

15 THE WITNESS: Yeah. I -- I'm not sure.
16 It was not a formulaic compensation determination.

17 BY MR. CRAVENS:

18 Q So as far as you understand, in 2021 and 2022,
19 the amount of receipts collected by the firm on a == you
20 know, on clients that -- on your clients didn't have any
21 role at all in your compensation?

22 A -- I'd go that far. I -- I -- it -- your
23 receipts or amount that was collected on files was in
24 the mix. What I'm saying is, it wasn't a -- it wasn't a
25 formula.

1 Q I see.

2 UNIDENTIFIED SPEAKER: -- can you do the
3 expert call if you remember on Friday at 10:30?

4 THE WITNESS: Somebody thought they could
5 come in this conference room. They just learned I was
6 in here.

7 MR. CRAVENS: Yeah. Yeah.

8 THE WITNESS: They're gone.

9 MR. CRAVENS: At least you weren't the
10 Zoom deposition I did where the guy was literally
11 driving his car and trying to sit for a deposition.

12 BY MR. CRAVENS:

13 Q All right. So who -- is there like a
14 committee that sets compensation? That sets your
15 compensation?

16 A Yeah. For -- for principals, equity partners,
17 there is a compensation committee. And I believe
18 they're called the Compensation Committee.

19 Q Yeah. And if I'm understanding correctly, the
20 Compensation Committee has sort of a multifactorial
21 process in setting equity partner compensation that
22 includes, as one of those factors, receipts on the
23 partner's files?

24 A That's how I understood it.

25 Q Okay. And when does the -- well, strike that.

1 In 2021/2022, when did Baker's financial year
2 end?

3 A Our fiscal year ended June 30th.

4 Q When did you receive the draft bills typically
5 in the sort of billing cycle?

6 MR. TOWLE: Objection. Vague and
7 ambiguous.

8 MR. CRAVENS: I can rephrase it.

9 BY MR. CRAVENS:

10 Q Was there some kind of standard that, after
11 the close of a month -- you know, within -- you know, by
12 the 5th day of the next month or 10th day of the next
13 month? Something like that?

14 A Yeah. I seem to recall back in -- and we're
15 talking '21/'22 -- that typically, I would get the draft
16 bills somewhere around the 10th of the month.

17 Q And was there any kind of expectation that the
18 partner would turn the draft bill around within a
19 certain number of days?

20 A Usually, by the 20th, if I had not gotten my
21 bills in, I'd start to get reminders. But I don't
22 recall if there was a specific turnaround day
23 expectation.

24 Q Did clients sometimes ask for modifications to
25 their invoices? Reductions to their invoices?

1 A Occasionally.

2 Q What would the reasons be that clients had
3 asked you for reductions to their invoices?

4 A Sometimes they were looking for a discount
5 just because they wanted a discount. Sometimes they
6 would disagree with the amount that was spent on a
7 particular matter or project.

8 Sometimes they had trouble paying. And there
9 were a variety of reasons for which a client could ask
10 for a discount on a -- on a bill.

11 Q Had you ever had a situation where a client
12 asked for a discount on a bill because time was billed
13 two or three months after the work was performed?

14 A I'm not sure.

15 Q Okay. At least, as you sit here, you don't
16 recall that situation coming up?

17 A No.

18 Q Is -- do you recall any situations coming up
19 where time was billed to a client, you know, two or
20 three months after it was worked?

21 MR. TOWLE: Vague and ambiguous.

22 THE WITNESS: I'm trying to think if
23 that -- I'm trying to think if that occurred in this
24 matter. And I would just -- I'd need to see the -- need
25 to see the bills to -- to tell you that.

1 THE OFFICER: Mr. -- excuse me, Counsel.

2 I do apologize.

3 Mr. Towle, did you state an objection?

4 MR. TOWLE: Yeah. I just said vague and
5 ambiguous.

6 THE OFFICER: Okay. Thank you.

7 Appreciate that.

8 BY MR. CRAVENS:

9 Q And just setting aside this particular
10 dispute, do you have any recollection of where a client
11 was invoiced for work that was -- you know, in one month
12 that was performed two or three months earlier?

13 A Yeah. I mean, in 30 years of practice, I'm
14 sure that's happened.

15 Q Is it -- how often does that happen? Is it
16 sort of a common practice at Baker & McKenzie?

17 A No.

18 MR. TOWLE: Objection.

19 BY MR. CRAVENS:

20 Q Do you have any clients that are insured? So
21 when you're working with an insurance carrier in
22 addition to the insured?

23 A I have had a few. Are you talking at -- at
24 Baker?

25 Q Yeah. At Baker. Yeah.

1 A Yeah. A few.

2 Q Does Baker have any kind of policy with
3 respect to billing intra office communications? So like
4 if you're talking to your associates or emailing an
5 associate on the file, is -- does it have a policy about
6 whether or not that can be billed one way or another?

7 A I'm -- I'm not aware of a policy. But a lot
8 of times, that time does get billed because it's more
9 efficient to do so.

10 Q And does Baker have any kind of policy with
11 respect to, you know, block billing? Billing multiple
12 tasks in the same time entry?

13 A That tends to be client-based. There are
14 clients who have billing guidelines who will tell us,
15 "We don't want block billing." Or some clients are fine
16 with it. And so it -- it really varies, depending upon
17 the client.

18 Q When a client gives you requirements in terms
19 of how time should be billed on their matters, this
20 is -- that's something that you follow?

21 A Try to. Yes.

22 Q When did you first become involved in any of
23 the SBM matters?

24 A It was the fall -- virtual connectivity
25 interruption --

1 Q And how did it come to pass that you became
2 involved?

3 A Mike Leggieri told me that he was going to
4 leave the firm and that he had a couple of wage-an-hour
5 matters that he wasn't going to be able to handle at his
6 new shop. And asked if I could sub in for him.

7 Q All right. And obviously the SBM class
8 actions were on that list?

9 A Those are the matters that I'm referring to.
10 Yeah.

11 Q Oh. It was just the SBM matters that he
12 handed off to you?

13 A There may have been other client matters that
14 he handed off to me. I thought you were asking when I
15 first became involved with SBM. And that was my -- my
16 memory.

17 Q Okay. That's primarily what I'm interested
18 in. The -- was the handoff in November of -- you said
19 the fall. But is -- would it be more accurate to say in
20 November of 2021?

21 A I believe it was October.

22 Q October. Okay. And what did Mike tell you --
23 Mike Leggieri tell you about the -- strike that.

24 I'm sure you had a conversation with Mike
25 Leggieri about the factual issues relevant in the SBM

1 class actions; right?

2 A I -- I did.

3 Q And sort of setting that aside, because that's
4 not the main focus of our deposition here today, did you
5 have any conversation with Mike Leggieri concerning SBM
6 as a client and billing practices with respect to SBM
7 matters?

8 A Yeah. I -- I can tell you what I recall.

9 Mike Leggieri told me that he had some cases with SBM.
10 That the contact was Lauren Leonard. And that she had
11 worked with him on prior matters when she was at
12 Matheson.

13 He spoke highly of Lauren and wanted me to
14 take over. I'm trying to think of anything specific to
15 billing with regard to SBM.

16 Q Did he tell you anything about changes made to
17 the engagement letter?

18 A I don't know.

19 Q You don't -- I mean, is it Baker's practice to
20 have fee agreements with clients?

21 A Yes.

22 Q And the -- does it use a sort of standard
23 model fee agreement?

24 A Yeah. I --

25 MR. TOWLE: Objection.

1 I'm sorry. Let me just finish.

2 Objection. Overbroad. Vague and
3 ambiguous.

4 THE WITNESS: I tend to refer them to
5 them as engagement agreements. And there at the -- at
6 the end of the agreement, there is what's called, I
7 believe, standard terms of engagement.

8 And then there's another part of the
9 engagement agreement. And those agreements have varied
10 through the -- through the years.

11 BY MR. CRAVENS:

12 Q All right. Are -- can clients negotiate the
13 terms of the engagement agreement?

14 A The non-standard terms of engagement, there
15 are sometimes modifications made. The standard terms
16 letter, generally no.

17 Q Okay. But the client can negotiate
18 non-standard terms. Do I understand that correctly?

19 A In the -- in the first part of the engagement
20 agreement, there are things that -- that are open to
21 negotiation. The second part -- and the way I identify
22 it is, the text is in two columns. That part generally
23 is not negotiated and stays the same.

24 Q All right. And when you were having
25 conversations with Mike Leggieri about taking over the

1 SBM cases, did he mention that there were any
2 non-standard terms that had been specifically negotiated
3 by SBM?

4 A He mentioned that there was a \$15,000
5 notification request that was part of what they wanted
6 with regard to -- to billing.

7 Q All right. To the best that you can recall,
8 what did Mike Leggieri tell you with respect to the
9 \$15,000 notification request?

10 A That there was a -- an ask of the client to
11 let them know when \$15,000 in fees were accrued.

12 Q Did he tell you that that term was included in
13 the engagement agreement?

14 A I think he did.

15 Q Did you ever review the engagement agreement
16 in 2021 or 2022?

17 A I don't believe I did.

18 Q Have you reviewed it since 2022?

19 A Yes.

20 Q So 2023 -- oh. You have. Okay. And did you
21 ever have a conversation in 2021 or 2022 with anyone at
22 SBM about this \$15,000 -- if I refer to it as a
23 "milestone," will that make sense to you?

24 A Yeah. Yeah.

25 Q I think that's how it's referred to in some

1 internal emails. So the \$15,000 milestone. Did you
2 have any conversations with anyone at SBM, you know,
3 about that expectation?

4 A No.

5 Q In 2021 or 2022?

6 A No.

7 Q Yeah. I apologize. I had a pause there and
8 invited you to speak early. Okay. So have you ever had
9 a conversation with anyone at SBM about this \$15,000
10 milestone at any time?

11 A No.

12 Q Did Mike Leggieri tell you anything about how
13 SBM expected to be notified when each \$15,000 milestone
14 was reached?

15 A I'm trying to think if he did or not. He --
16 he may have.

17 Q All right. As you sit here today, though, you
18 don't recall him giving you any information about
19 whether or how SBM expected to be notified of each of
20 the \$15,000 milestones?

21 A Correct.

22 Q Did -- and maybe this will refresh your
23 recollection or maybe not. But the agreement referred
24 to certain officers, listed certain officers that needed
25 to be informed. Does that seem familiar? That Mike

1 Leggieri told you that there were certain people that
2 had to be informed?

3 A I -- I have seen the engagement agreement
4 recently and saw there were three people listed in that
5 section. I just don't know if Mike Leggieri told me
6 that back in October of 2021.

7 Q Got it. The review of the agreement didn't
8 refresh your recollection at all as to whether or not
9 you had a conversation with Mike Leggieri about the
10 specific people who needed to be informed; correct?

11 A Yes.

12 Q Okay. And how long before Mike Leggieri left
13 Baker did he ask you to take over the SBM cases? Was it
14 days? Weeks? Hours?

15 A It -- it was close in time to his departure.
16 In my recollection, it was days.

17 Q Yeah. And did he prepare any kind of transfer
18 memo to you? Email? Or otherwise?

19 A He -- he gave me a case status memo that I
20 believe was prepared for the client. And I looked at
21 that. And then we had a conversation about the -- the
22 case and the workup and what the client was interested
23 in having us do.

24 MR. CRAVENS: All right. Let's -- are we
25 good to go another ten minutes or so before we take a

1 break?

2 THE WITNESS: Fine -- fine by me.

3 MR. TOWLE: Yes.

4 MR. CRAVENS: Yes. You probably want to
5 get done as fast as possible.

6 THE WITNESS: I -- I'm assuming I'm going
7 to be here all day. But whatever you want to do is
8 fine.

9 MR. CRAVENS: I don't think you'll be
10 here all day.

11 THE WITNESS: Okay. Good.

12 BY MR. CRAVENS:

13 Q But then -- all right. So let me -- I'm going
14 to share screen and put up your deposition notice. And
15 I'll ask that Andrea send that to you. Are you able to
16 see that?

17 A It is tiny and out of focus.

18 MS. CORDOVA: I sent the email.

19 THE WITNESS: Okay. It has -- let me --
20 let me check my -- my inbox. Hang on.

21 MR. TOWLE: Mine has not arrived.

22 THE WITNESS: Yeah. I -- I don't -- I
23 don't see it yet.

24 MR. TOWLE: Did that come from a Veritext
25 email address?

MR. CRAVENS: No. It would've come from
andreacordova@ohaganmeyer.

MR. TOWLE: Okay. Well, that should go through.

MR. CRAVENS: Have you sent it? Or are you still working on it?

MS. CORDOVA: It says it sent.

BY MR. CRAVENS:

Q Maybe for this one, the screen will be sufficient. Are you able -- did I make it big enough that you can read it? I can make it even --

A Yeah. I -- I can see the first page. It looks -- yes. I can -- I can see part of a page.

Q Yeah. And do you recognize this as your
Notice of Deposition for the deposition today?

A Yeah. It looks like the date is off for October 14th. But I recognize it. I've seen this document.

MR. CRAVENS: Okay. Let's make this --
mark this as Exhibit 1.

(Exhibit 1 was marked for identification.)

MR. CRAVENS: And, Andrea, would you --
I take it, you guys still haven't gotten
the deposition notice?

1 THE WITNESS: No. And I've received --
2 I'm looking at my inbox just to see what's arrived. And
3 I --

4 MR. CRAVENS: Can we just confirm your
5 email addresses? Because maybe that's the issue.

6 THE WITNESS: Yeah. My -- mine is
7 "michael.brewer," M-I-C-H-A-E-L, dot Brewer,
8 B-R-E-W-E-R, "@bakermckenzie.com." And Baker --
9 "bakermckenzie" is all one word.

10 MR. TOWLE: Andrea, I'm going to send you
11 an email right now.

12 MS. CORDOVA: Okay.

13 MR. TOWLE: Mine is "gtowle," T-O-W-L-E,
14 "@Bartko," B-A-R-T-K-O, "Pavia," P-A-V-I-A, dot com.
15 And, Andrea, I just sent you an email.

16 MS. CORDOVA: Okay. Let me see. Okay.
17 I just received your email.

18 MR. CRAVENS: Andrea, would you send back
19 the deposition notice and Mr. Brewer's notes?

20 MS. CORDOVA: Yes. Yes. I'm doing that
21 right now. And I will add Mike Brewer to this as well.

22 MR. CRAVENS: And Baker & McKenzie is
23 Z-I-E?

24 THE WITNESS: Yes.

25 MR. CRAVENS: M-C-K-E-N-Z-I-E?

1 THE WITNESS: Yeah. B-A-K-E-R

2 M-C-K-E-N-Z-I-E dot com.

3 MS. CORDOVA: Oh. Okay. Let me know if
4 that worked.

5 MR. CRAVENS: Mike, I'm going to ask you
6 about the -- your notes.

7 THE WITNESS: Okay. They -- they haven't
8 come through yet.

9 MR. CRAVENS: Yeah. Yeah.

10 MR. TOWLE: So, Andrea, did you try to
11 send it back? Oh. Here. It just came through to me.

12 THE WITNESS: Was I copied on that,
13 Griff?

14 MR. TOWLE: Yeah,
15 michael.brewer@bakermckenzie.com. Yes. I just
16 forwarded it to you, Michael. It might be that your --
17 in the background, they're not recognizing Andrea's
18 email address.

19 MR. CRAVENS: Yeah. Your spam filters
20 probably recognizes that she's a little sketchy.

21 MS. CORDOVA: That's funny.

22 MR. CRAVENS: It -- doesn't Veritext have
23 a -- we can just upload these so that Mr. Brewer can get
24 them that way. Is that easier?

25 THE WITNESS: Yeah. That -- that might

1 be. Let me shut down my outlook and restart.

2 MR. CRAVENS: Let's take a break, guys.

3 THE WITNESS: Yeah.

4 MR. CRAVENS: And let's take ten minutes.

5 And we'll be back at 11:15. And see if that solves the
6 problem. If not, maybe we'll use the upload feature.

7 THE WITNESS: Okay. Oh. Hang on. Yeah.

8 Okay. We can go off.

9 THE VIDEOGRAPHER: Okay. We're off the
10 record at 11:03 a.m.

11 (Off the record.)

12 THE VIDEOGRAPHER: Okay. We're back on
13 the record at 11:18 a.m.

14 BY MR. CRAVENS:

15 Q Mike, I'm going to share screen. But you
16 have -- I'm going to share the -- what appears to be
17 called "MEB Master Notes."

18 And we'd like -- I'd like to have this marked
19 as Exhibit 3.

20 THE OFFICER: Three, Counsel? As opposed
21 to 2?

22 MR. CRAVENS: I thought so. I think 1 is
23 the deposition notice. Oh. Yeah. This is 2. You're
24 right. Yes. Let's mark this as Exhibit 2.

25 //

(Exhibit 2 was marked for identification.)

MR. CRAVENS: And I got ahead of myself.

And the CMC Statement will be Exhibit 3. Thank you for clarifying that.

(Exhibit 3 was marked for identification.)

BY MR. CRAVENS:

Q And hopefully -- is this a good size for you,
Mike?

A Yeah. It's a little easier to see the version
that Andrea sent over.

Q All right. The -- and that's fine with me if that's the one you want to use. I'll -- you may need to flip back and forth to see what I'm drawing your attention to.

A Sure.

Q But whatever makes -- I have a 55-inch screen that I use. And it works great for me. But sometimes it has unpredictable results when it's showing up on other people's screen when I share a screen; so --

A Sure .

Q Can you tell me what these -- so what
Exhibit 2 is -- appears to be an email from Michael
Brewer to Michael Brewer with a subject "SBM-MEB Master

1 Notes." Do you have that before you?

2 A I do.

3 Q Can you explain to me what this document is?

4 A Yeah. It's a collection of notes that I took
5 regarding the SBM matters that Mike Leggieri handed off
6 to me.

7 Q And are these notes that you sort of entered
8 in all at once? Or were they entered in piecemeal at
9 different times?

10 A They were entered at different times.

11 Q And after -- and then I take it you sent it to
12 yourself to sort of preserve the document? To save the
13 document?

14 A I -- I did.

15 Q And each time you would enter in additional
16 notes, would you then re-email it to yourself?

17 A Yeah. I'm trying to think if I actually
18 emailed these to myself or if they stayed in draft for a
19 while. I'm -- I'm not sure.

20 Q I see. And, you know, now that might solve a
21 mystery for me. Because some emails -- well, I don't
22 know that it will. Some -- this -- you'll notice this
23 email doesn't have a date?

24 A Not -- not on top.

25 Q Yeah. So do you have any idea when it was,

1 from looking at it, that you created these notes?

2 A The first set where it says, "SBM cases for
3 MEB to take over"?

4 Q Yeah.

5 A My best estimate is early October 2021.

6 Q And were these notes that you took during your
7 meeting with Michael Leggieri?

8 A Yes. During -- during the -- call it the
9 handoff -- between Mike Leggieri and -- and me.

10 Q Yeah. And was that handoff an in-person
11 meeting? Or some other kind of meeting?

12 A I don't know if it was in person or over Zoom
13 or over the phone. I just don't recall.

14 Q Okay. Got it. And can you, kind of looking
15 down the document, tell me when that first group ends?
16 You know, the notes that you took during your call, the
17 handoff meeting, with Mr. Leggier?

18 A It -- it was either earlier in the day on
19 October 6, 2021 -- and if you'd scroll down further on
20 Bates page 786.2?

21 Q Yeah.

22 A The note that says, "Meet and greet with
23 Lauren Leonard, October 6, 2021," that was the start of
24 my notes of the call that included Lauren Leonard on
25 October 6th.

1 The notes before that that end with, "Offsite
2 space to meet: Starbucks, hotels?" that -- those notes
3 and scrolling up from those notes reflect my meeting
4 with Mike Leggieri.

5 Q Got it. And then there's this section. I'm
6 kind of highlighting it on my screen. "Bills/Rates."
7 Do you see that?

8 A I do.

9 Q Does this, looking over your notes now,
10 refresh your recollection at all as to anything further
11 you and Mike talked about in connection with this
12 \$15,000 milestone requirement?

13 A Just that he did say that the client wanted a
14 heads up every \$15,000 bump. And if we were going to
15 generate more than 15,000, to give a projection at the
16 end of the month.

17 Q Got it. And where it says, "Fine with Mike
18 doing laboring oar," I take it -- or were you the Mike
19 that's referred to here in this note; or --

20 A I can't tell if Mike Leggieri was saying he
21 was fine with me taking the laboring oar; but" -- or if
22 he was saying, "It's fine." Mike Leggieri was saying to
23 me, "It's fine with you, Mike Brewer, doing the laboring
24 oar; but" --

25 Q Got it. Okay. What was your -- and I wanted

1 to put your notes in front of you because this isn't
2 really a memory test as to the underlying matters. But
3 what was your understanding of the engagement that you
4 were taking over?

5 A That there were three class actions,
6 wage-an-hour class actions. And they -- the client,
7 SBM, wanted us to step in on two of the three. That
8 they had engaged Seyfarth [ph] originally. And had -- I
9 believe Leggieri said that the client had dumped
10 Seyfarth [ph].

11 And they wanted us to step into the case. And
12 they wanted a more aggressive defense of the matter.
13 And that the plaintiff's lawyers had a big wage-an-hour
14 win against ABM. And that they were excited and
15 emboldened with their win.

16 And our job was to drive down the settlement
17 value of the case by developing evidence, primarily
18 through interviews with managers and onsite personnel.
19 Blitz interviews, as they're known, to distinguish this
20 case from the ABM case.

21 And that the -- the issue in the ABM case was
22 an auto deduct feature such that the employees had their
23 lunch periods automatically deducted on their timecards.
24 And that SBM also had the same auto deduct feature. And
25 so they wanted to develop evidence so that we could push

1 back on behalf of the client and get the settlement in a
2 range that SBM would be satisfied with.

3 And that -- Mike Leggieri had said that the
4 prior mediation had failed. That the demand in -- in
5 that case was in the eight figures. And that Mike
6 thought the case could settle, I believe, at a little
7 over a million dollars.

8 And the client wanted to drive that number
9 below a million, which meant that there was a lot of
10 work to be done to develop that evidence to make the
11 plaintiff's lawyers uncomfortable enough at mediation to
12 agree to a lower settlement figure.

13 Q All right. When -- did Mike provide you with
14 anything, any emails or other documents, when he handed
15 over the case to you?

16 A Yeah. There was a case status memo that they
17 had provided to SBM. And we went through that memo.

18 Q All right. Did that memo have a budget in it?

19 A I believe it did.

20 Q I'm going to see if I can -- I'm not sure that
21 I know what you're referring to. But I might. Are you
22 seeing a memo dated August 4, 2021?

23 A I -- I am.

24 Q Is this the memo that you're referring to?
25 And I can scroll down. We'll email it to you if --

MR. CRAVENS: Actually, why don't you --
this is D, Andrea. Would you email that just so it's
going through?

MS. CORDOVA: Yes.

BY MR. CRAVENS:

Q Is this the document that you went through with Mr. Leggieri?

A I -- I think it is. It would be good to see the whole thing. The font -- the reason I'm saying that is the -- the font is different. I recall it in a different font. But it -- it's -- the -- the text is looking familiar.

Q Yeah. Let's -- while you're waiting for the full document to go through, let's look at the budget part. Do you recall reviewing this paragraph about the budget through mediation?

A Yeah. I have seen that. That looks familiar.

Q And did you discuss this with Mike at the time on -- you know, on October 6th, during your handoff discussion?

A I -- I don't know if Mike Leggieri and I discussed this budget.

Q Okay. Did you --

THE OFFICER: Counsel, I'm sorry to interrupt. Do you want to mark that as an exhibit?

1 MR. CRAVENS: Yes. Let's mark this as
2 Exhibit 4.

3 (Exhibit 4 was marked for
4 identification.)

5 MR. CRAVENS: And if you guys will let me
6 know when it goes through to you?

7 THE WITNESS: Yeah. It's -- it's come
8 through.

9 BY MR. CRAVENS:

10 Q Okay. Mr. Brewer, would you mind just taking
11 a look? Because I know the font was different. And see
12 if you can verify if this was the memo that Mike gave
13 you on October 6th?

14 A Sure. I'm -- I'm taking a look now.

15 Q Yeah. Just take your time. Let me know when
16 you're ready.

17 A Yes. It -- it looks like the status memo that
18 I referred to earlier.

19 Q All right. And I believe you said you went
20 through this memo with Mr. Leggieri on October 6, 2022?

21 A I -- I believe I reviewed it either before or
22 by or on October 6, 2021.

23 Q Got it. I maybe -- I may have misunderstood.
24 I thought you said that you had gone through it with
25 Mike. Did I misunderstand that?

1 A -- I know he sent it to me. And we
2 discussed portions of it. But I don't know that we
3 went -- like read it together, line by line, or anything
4 like that.

5 Q Got it.

6 A But I -- we definitely discussed portions of
7 it.

8 Q And do you have any recollection of discussing
9 the budget with Mr. Leggieri?

10 A I don't know if we specifically discussed the
11 budget.

12 Q Did you discuss a budget at all with
13 Mr. Leggieri?

14 A We likely did.

15 Q All right. I take it you have no recollection
16 of that conversation if it occurred?

17 A I don't recall specifically discussing the
18 budget through mediation that's in the exhibit that
19 you've shown me.

20 Q All right.

21 A With -- with Mr. Leggieri.

22 Q Yeah. Did you have a discussion of the budget
23 with anyone at SBM in 2021?

24 A I know they asked for fee estimates and a
25 budget, which were provided. I'm trying to recall if we

1 discussed the budget that's referenced in the document
2 that you're showing me now. The "Section 3: Budget
3 through mediation."

4 Q Yeah. On -- with Bates 271.4?

5 A Correct.

6 Q Okay. The -- so just as you sit here today,
7 you don't recall discussing the anticipated average, 20
8 to 40,000 per month, with anyone at SBM in 2021?

9 A Yeah. We may have. I just don't recall a
10 specific conversation about this "Section 3: Budget
11 through mediation."

12 Q Okay. And in -- when you looked at this --
13 and I recognize you don't recall if you discussed it
14 with Mike Leggieri. But when you read through this memo
15 on October 6, 2022 -- I'm sorry -- 2021, did you have
16 any sense whether this budget estimate was too low? Too
17 high? Just right?

18 A It would've been hard to tell at that stage,
19 not having gotten into the case or seen what it was
20 going to take to marshal the -- the evidence that the
21 client wanted for the mediation.

22 Q All right. So you were -- as of October 6,
23 2021, you were aware that Mike Leggieri had given this
24 anticipated budget. But you yourself weren't able to
25 evaluate whether or not it was, you know, a good

1 estimate based on what you knew on that day; is that
2 correct?

3 A That -- that's accurate.

4 Q Okay. And I know you provided an updated
5 budget or a budget on January 3rd of 2022. Do you
6 recall that?

7 A Yes.

8 Q Was that the next time you provided a budget
9 to -- well, strike that.

10 Was that the first time you provided a budget
11 to SBM?

12 A Yeah. I know we provided fee estimates. So
13 if a -- a fee estimate is different than a budget, then
14 yes.

15 Q I see. When was the first fee estimate that
16 you provided SBM?

17 A It was near the end of 2021.

18 Q December of 2021?

19 A That sounds about right. If -- if I saw it, I
20 could tell you the exact date.

21 Q All right. Let's -- now, in -- did you ever
22 send anyone at SBM notice, you know, that you were
23 coming up on a \$15,000 milestone?

24 A I did not.

25 Q And that -- is that also true for, you know,

1 all of -- for 2021 and 2022?

2 A Yes.

3 Q Okay. And do you know if anyone else at Baker
4 sent any kind of notification to anyone at SBM that a
5 \$15,000 milestone was being reached?

6 A I -- I believe early on in the case, Mike
7 Leggieri may have sent that type of notice.

8 Q Okay. But after you took over in October of
9 2021, you're not aware of anybody sending that type of
10 notice?

11 A Correct.

12 Q Okay. I -- let me -- my screen. Is this
13 document -- I -- what you have before you is a document
14 entitled "Litigation Budget Estimate," dated January 3,
15 2022. Is this the budget estimate you were referring
16 to?

17 A I -- I believe so.

18 Q Let's send it to you.

19 MR. CRAVENS: Oops. That's H, Andrea, if
20 you could email that?

21 MS. CORDOVA: Just sent it.

22 BY MR. CRAVENS:

23 Q Let me know when it comes through, Mike.

24 A Will do.

25 Q And I'd like you to take a look at it. And

1 let me know if that's what we're referring to.

2 MR. TOWLE: Mine has come through.

3 THE WITNESS: Same -- same here. Mine
4 just hit the inbox. And I'm opening it up.

5 MR. CRAVENS: Yep. Let me know when
6 you're ready.

7 MR. TOWLE: And do you want to mark this
8 as an exhibit?

9 MR. CRAVENS: Yes. Let's mark this next
10 in order. Is that going to be 5 at this point?

11 (Exhibit 5 was marked for
12 identification.)

13 MR. TOWLE: Yes. But you skipped 3.

14 MR. CRAVENS: Yeah. We'll put up 3. I'm
15 going to -- I'll get to it here.

16 THE WITNESS: Yeah. I'm -- I've had a
17 look at it. Ready to proceed.

18 BY MR. CRAVENS:

19 Q Great. Was this the fee estimate you were
20 referring to a short while ago?

21 A No. This was a budget. There were fee
22 estimates. Fee estimates were separate and different.

23 Q Okay. And so the first time you sent a fee
24 estimate, you said, was the end of 2021; is that right?

25 A I believe it was in December of '21. Yes.

1 Q Okay. And do you have a recollection as to
2 the date in December of 2021?

3 A I want to say it was early December. But I
4 don't recall the date offhand.

5 Q Okay. And how was that sent? By email?

6 A Yes.

7 Q Do you recall who you sent it to?

8 A I believe it would've gone to Lauren Leonard.

9 Q Did Lauren Leonard ask you for that estimate?

10 A I believe she did.

11 Q And do you recall what the fee estimate -- was
12 the fee estimate for the month of December or for a
13 longer timeframe?

14 A In my recollection, it was for the month of --
15 it was either November or December. I want to say
16 November.

17 Q I see. So you sent a fee estimate in
18 December, looking backwards at the month of November?

19 A I -- I believe so. Again, if I saw it, I
20 could clear that up.

21 Q All right. And did you think -- go ahead.

22 A I didn't say anything.

23 Q Okay. I thought I heard something.

24 MR. TOWLE: It might have been me
25 sniffing with allergies. I apologize.

1 BY MR. CRAVENS:

2 Q The -- did you send any other fee estimates
3 besides the December 2021 fee estimate?

4 A I believe there was more than one fee estimate
5 that we sent.

6 Q When was the next time you think you sent one?

7 A I don't know if it was the end of December or
8 if it was sometime in January. Or it might have been
9 the middle of December. I'm -- again, I'd know it if I
10 saw it. But there was more than one fee estimate that
11 we sent.

12 Q All right. Did you receive any kind of
13 response to the December 2021 fee estimate?

14 A I did not. I mean, it may have been a "thank
15 you." But nothing substantive.

16 Q And do you recall if you received any kind of
17 response to the next fee estimate that you sent, either
18 in the middle of December or January of 2022?

19 A No. Nothing substantive.

20 Q Have you recently reviewed these fee
21 estimates? In preparation for your deposition, for
22 example?

23 A I -- I did look at them in preparation for my
24 deposition.

25 Q And what was the date that you looked at

these?

A About a week ago.

Q Do you recall what the fee estimate was approximately?

A I -- I don't.

Q Do you recall if it was more than \$100,000?

A I -- I don't.

Q And how about the next fee estimate that you sent? Do you recall if that was more than \$100,000?

A I -- I don't.

MR. CRAVENS: Give me one second here.

Can you hear the dinging on my phone? I mean, on my computer? Is this --

THE WITNESS: I heard two dings.

MR. TOWLE: I heard a ding too.

MR. CRAVENS: I'm afraid it's going to keep going. That's a little bit distracting. Let's see if I dealt with that. Hopefully, I dealt with that.

BY MR. CRAVENS:

Q Okay. So looking at the January 3rd budget, which we've marked as Exhibit 5, do you have that in front of you, Mr. Brewer?

A I -- I do.

Q Okay.

A That says, "Litigation Budget Estimate"?

1 Q Yeah. "Litigation Budget Estimate." And was
2 there a -- did this document go through a draft process?

3 A I -- I'm not sure.

4 Q And the associate you had working on the case;
5 was that Deborah "Olaleye" or "Olaleye"?

6 A Deborah Olaleye. Yes.

7 Q "Olaleye." Got it. You don't recall if
8 Deborah Olaleye prepared a draft of the budget? And
9 then you revised it?

10 A She likely sent me a draft that I reviewed
11 before it went to the client. And -- but I don't,
12 sitting here, have a specific recollection of reviewing
13 a draft of this.

14 Q All right. And it -- on the second page,
15 there's a description of a "Phase 1/Phase 2." Do you
16 see that?

17 A I do.

18 Q And the Phase 1 is for \$20,000; correct?

19 A That's what it says. Yes.

20 Q Okay. And did that include any work performed
21 in 2021?

22 A No. That was from the date of the budget,
23 going forward. So the memo or the budget was sent to
24 the client, it looks like, January 3rd. So that
25 would've accounted for work on -- from the 3rd or the

1 4th through the 7th.

2 Q I see. And had there -- were there any prior
3 budgets besides the one that Mike Leggieri provided that
4 were given to SBM?

5 A Budgets? Not that I'm aware of.

6 Q Okay. And why was it that the budget didn't
7 reflect work that had been performed in -- you know,
8 unbilled work that had been performed in December of
9 2021?

10 A It -- it was a going forward budget. And the
11 first -- the first line in -- under "Litigation Budget
12 Estimate" explains it.

13 Q Yeah.

14 A It says, "Below, we have set forth our rough
15 estimate of the litigation budget for 2022 to defend
16 against this lawsuit." So it was looking forward. Not
17 back.

18 Q And did you have any kind of conversation or
19 discussion with anyone at SBM about this budget?

20 A I -- I believe so.

21 Q Who did you discuss the budget with?

22 A It -- it would've been Lauren Leonard.

23 Q All right. Was that discussion with Lauren
24 Leonard -- did that take place over the telephone or
25 Zoom? Or was it in person?

1 A It was likely over the phone or Zoom.

2 Q Was anyone else present in that telephone or

3 Zoom conference?

4 A I -- I'm not sure.

5 Q Do you recall --

6 A It's a vague -- it's a vague recollection.

7 Q Okay. All right. Your vague recollection

8 doesn't include memory, one way or another, whether

9 there was anyone else participating; correct?

10 A That's correct.

11 Q All right. What do you recall about the

12 discussion with Lauren about the budget?

13 A That she wanted a budget that would help

14 understand what the litigation was going to cost if we

15 did not settle at mediation. And that she wanted to

16 provide that budget to the executives who were making

17 decisions about settlement authority and other decisions

18 with regard to the litigation.

19 Q Do you recall anything else? Anything

20 specific that you discussed with Lauren in that

21 conversation?

22 A Not sitting here today. No.

23 Q Do you recall having any discussion with

24 Lauren about what the work in progress was? The

25 unbilled work on the case?

1 MR. TOWLE: Objection. Vague and
2 ambiguous.

3 THE WITNESS: She had asked for and
4 received the fee estimates earlier, before this budget,
5 that would give her an idea of what the fees were that
6 were billing -- being billed for the work done in -- you
7 know, earlier in the year.

8 BY MR. CRAVENS:

9 Q All right. I understand that there were the
10 fee estimates that you provided. But it sounds like you
11 don't have any recollection of discussing the unbilled
12 work in progress during this conversation that you had
13 with Lauren Leonard about the 2022 litigation budget; is
14 that correct?

15 A I do not.

16 Q Do you recall whether or not Lauren Leonard
17 approved this budget? Disapproved the budget? Or, you
18 know, one way or the other?

19 A I -- I didn't hear any approval or disapproval
20 from Lauren regarding this budget.

21 Q Did you ever provide any subsequent litigation
22 budget to SBM?

23 A Not that I recall.

24 Q And after having this conversation with Lauren
25 Leonard, do you recall ever sending a further fee

1 estimate to SBM?

2 A I don't.

3 Q I'm sorry. Mr. Brewer, was it, "I don't"?

4 A I don't. No.

5 MR. CRAVENS: All right. Let's take a
6 lunch break. How long works for you guys? I'm at home.
7 So I don't have to go anywhere; but --

8 THE OFFICER: All right. Counsel, do you
9 want to go off the record first, so we can discuss this
10 real quick?

11 MR. CRAVENS: Yeah. Yeah. That's fine.

12 THE VIDEOGRAPHER: Okay. I'll take us
13 off the record. One moment. We are off the record at
14 11:59 a.m.

15 (Off the record.)

16 THE VIDEOGRAPHER: On the record at
17 12:47 p.m.

18 MR. CRAVENS: All right. Let's -- I'm
19 going to share screen. We're sending you 6 and 7. I'll
20 share screen for now. And then hopefully they'll come
21 in shortly.

22 MS. CORDOVA: Those have been sent.

23 MR. CRAVENS: Great.

24 BY MR. CRAVENS:

25 Q So I'm showing on the screen what'll be marked

1 as Exhibit 6. Email dated -- from Michael Brewer to
2 Lauren Leonard dated December 16, 2021.

3 (Exhibit 6 was marked for
4 identification.)

5 Are you able to -- should I make that a little
6 bigger?

7 A Yeah. That's better. I -- I can see it.

8 Q Okay. And it looks like, on the 15th, there
9 was an email. Oh. I'm not sure how you got that.
10 Yeah. No. It was sent from Lauren to you, asking for
11 an estimate for the month of December. Do you see that?

12 A Yes.

13 Q All right. And then at the top, it looks like
14 this was your response. That your -- the best rough
15 estimate for fees and costs in December for Springs and
16 Parham [ph] is 150,000; is that right?

17 A Yes.

18 Q Okay. And so what you were testifying before
19 the break about a mid-December fee estimate, is this
20 document the fee estimate that you were referring to?

21 A Yes. That's one of the fee estimates. I
22 recall there was, I think, a total of three. And one of
23 them was in mid-January.

24 Q All right. The -- I think we're having
25 trouble finding the other two estimates, which is -- but

1 maybe we can work through that. The -- let me show you
2 what we'll mark as Exhibit 6. An email from you to
3 Lauren Leonard on 19 November 2021. I'll share my
4 screen.

5 MR. TOWLE: Do you want to make that one
6 Number 7?

7 MR. CRAVENS: Yes, please.

8 MR. TOWLE: The last one was 6.

9 MR. CRAVENS: Yeah. Let's make this 7.

10 (Exhibit 7 was marked for
11 identification.)

12 BY MR. CRAVENS:

13 Q Mr. Brewer, you should have an email dated
14 November 19, 2021, in front of you. "Hi, Lauren. Will
15 do. I'm pulling our WIP for November. And we'll add
16 our estimates to the end of the month." Do you see
17 that?

18 A Yes.

19 Q And the -- did you ever send that data? The
20 work in progress for November? And the estimate through
21 the end of the month?

22 A I believe I just gave an estimate that was
23 based on the WIP, or work in progress.

24 Q And you sent that by email?

25 A Yes.

1 Q All right. We're -- for some reason, we're
2 not able to find that in the production. But it's -- do
3 you recall reviewing it recently?

4 A Yeah. Sometime last week.

5 Q Okay. And -- all right. And then you recall
6 that there was another one? Another email that you sent
7 with a free estimate -- with a fee estimate in --
8 sometime in January; correct?

9 A Correct.

10 Q Do you recall when, in January, that was?

11 A I want to say it was mid-January. But I -- I
12 don't have the -- the date in my memory.

13 MR. CRAVENS: All right. Griff, do you
14 think you could email those to us just so we can have --

15 MR. TOWLE: Yeah. And I -- they were
16 produced. I know that. Because they have Bates
17 numbers.

18 MR. CRAVENS: Yeah. I'm not sure why
19 we're not able to locate them. But I'm not saying they
20 weren't produced.

21 MR. TOWLE: Well, they were all sent to
22 Ms. Leonard and/or Ms. Periolat too.

23 MR. CRAVENS: The --

24 MR. TOWLE: But I will get them at a
25 break.

1 MR. CRAVENS: Yeah. I appreciate that.

2 BY MR. CRAVENS:

3 Q So at some point, did you learn that SBM was
4 unhappy with the fees that were being invoiced to them?

5 A I did learn initially that they -- they --
6 really, it was Lauren who brought it to my attention --
7 thought that the bill for the mediation brief was too
8 high.

9 Q And did you ultimately reduce the bill for the
10 mediation brief?

11 A I offered to. Offered to reduce 25,000 for
12 the portion of the bill that had work done by Deborah
13 Olaleye on the mediation brief. Lauren wanted --
14 believe it was like 29,000 or 50 percent of her time
15 knocked off. And I looked at it and offered to knock
16 off 25,000 or like 42 percent instead of 50 percent.

17 Q I see. And you had determined that that
18 25,000 was an excessive fee?

19 A I -- I wanted to make Lauren happy. And, you
20 know, we had a discussion about the time spent on the
21 mediation brief. And so I went back and got approval to
22 reduce that bill.

23 Q And was there some sort of internal
24 classification for that write-down?

25 A There was.

1 Q And was that classification "excessive work"?

2 A It was something like that.

3 Q Okay. Let me -- I'll show you what Bates
4 BM003098. Is that -- does this refresh your
5 recollection that you instructed that this write down be
6 coded "excessive work"? That might be too small.

7 A Let me -- I'm having trouble. I'm squinting.
8 But yeah. That helps. Yes.

9 Q Okay. And did you have any other conversation
10 with anyone at SBM expressing unhappiness at the work
11 that had been performed by Baker or the amount of fees
12 billed by Baker?

13 MR. TOWLE: Objection. Compound.

14 THE WITNESS: Yeah. Not -- not until
15 June of 2022.

16 BY MR. CRAVENS:

17 Q Okay. And in June of 2022, did you have a
18 telephone conference or a Zoom conference or an
19 in-person meeting where the bill was discussed?

20 A I -- I believe it was a Zoom conference.

21 Q And who was present at the Zoom conference if
22 you --

23 A Lauren. Lauren Leonard was.

24 Q Anyone else?

25 A There were -- I think there were two calls in

1 June regarding us getting paid for our invoices. And I
2 know Lauren was on both of them. I am not certain
3 whether Janice was or not. I believe it was just
4 Lauren.

5 Q All right. Other than these two calls that
6 you had in June with Lauren Leonard and possibly with
7 Janice, did you have any other conversations with anyone
8 at SBM concerning the invoices or Baker & McKenzie
9 getting paid?

10 A Yes. In early August of 2022.

11 Q Of 2022. Okay. Who was -- or strike that.
12 Was this a telephone call? Or Zoom? Or
13 in-person conference?

14 A I believe it was a video conference.

15 Q And who was present for that?

16 A Lauren Leonard was. And I am not sure if
17 Janice was or not. I -- I remember Lauren.

18 Q Okay. And have you -- did -- you had -- so
19 far, you've told me about two conversations -- two
20 conferences in June 2022 and one in early August of 2022
21 where Baker & McKenzie's invoices were discussed. Were
22 there any other meetings? Or are these three it?

23 A That was -- that's what I can recall.

24 Q Did you ever meet with Charles Somers?

25 A Yeah. I was on a -- a phone call with

1 Mr. Somers.

2 Q And when did that occur?

3 A That was middle of February of 2022.

4 Q Was that the only time that you had a
5 conference with Charles?

6 A That was the only one.

7 Q Okay. What do you recall -- well, strike
8 that.

9 Did -- who asked for the meeting?

10 A Lauren Leonard asked, either the same day or
11 maybe the day before, for me to be on a call with
12 Charles Somers. And I believe Janice may have been on
13 that call as well.

14 Q And was it a -- do you recall if it was a
15 telephone conference or a video conference?

16 A I don't recall if it was Zoom or phone or Zoom
17 by audio.

18 Q So many options these days. Okay.

19 A I don't recall seeing -- I don't recall seeing
20 Charles Somers face-to-face. And that may have been
21 'cause he was on audio and didn't have his camera on.
22 Or it may have been that it was Zoom audio or over the
23 phone. But I do recall there was a conversation. And I
24 do recall that conversation.

25 Q What was your understanding of the purpose of

1 the conference?

2 A He wanted to talk about going back to the auto
3 deduct system where they were not keeping track of the
4 clock-in and clock-out times for their workforce.

5 Q So can you tell me everything you can recall
6 about this conversation in February of 2022?

7 A Sure. He was very upset about the idea that
8 his workforce would have to clock in and clock out for
9 lunch. And said something along the lines of, "That's
10 absolute bullshit. Nobody in California clocks in or
11 clocks out for lunch." And that he wanted to go back to
12 the auto deduct system and use attestations instead of
13 clocking in and clocking out.

14 Which they -- by that time, some of their
15 facilities were already clocking in and clocking out.
16 But he thought that it would ruin his business model.
17 Or he said he thought it would ruin their business
18 model. And he wanted to -- to do that.

19 Lauren was against it and -- but there was
20 no -- no talking him out of it, it appeared.

21 Q Do you recall anything else that was discussed
22 during this meeting?

23 A That was the gist of it.

24 Q Was the invoices or any dispute about the work
25 that Baker & McKenzie performed discussed in this

1 meeting at all?

2 A No.

3 Q All right. Now, the -- and was there any
4 discussion of Baker & McKenzie being replaced on the
5 class action work during this February 2022 conversation
6 with Charles?

7 A No.

8 Q All right. Now, let's turn to the two
9 conversations in June with Lauren Leonard. Can you tell
10 me what you recall?

11 I didn't know if you could break them down
12 into the first one and the second one. Or if you just
13 want to lump them all together, that's fine with me too.
14 In June of 2022, what was the discussion with Lauren
15 Leonard about?

16 A Yeah. They were -- they were close in time.
17 And they were near the end of June. And I had made the
18 offer to reduce the December bill by \$25,000 and had not
19 heard anything for a while. And so this was a
20 discussion about us, Baker, getting paid for the work
21 that we had done. 'Cause we had not been paid.

22 And Lauren was saying that, well, now she was
23 being told that she needed to go back and review the
24 bills more closely. And that they would -- they had a
25 number of complaints, which were new to me. And that

1 she was -- she was being asked to see if we would be
2 willing to give them more of a discount.

3 And one of the things that she brought up was
4 the idea that Janice didn't think that she should pay
5 for travel time. And Janice didn't think that she
6 should have to pay for conferences between lawyers.

7 And the -- the tone was -- it was friendly and
8 polite between me and Lauren. But Lauren was giving me
9 the sense that she was being told from up above, "Hey,
10 we need to -- we need to cut these bills down." And she
11 was tasked with trying to do that.

12 Q Did she tell you who it was who had tasked her
13 with cutting the bills down?

14 A She kept referring to Janice and would phrase
15 things in the sense of, "Well, Janice thinks that we
16 shouldn't be billed for a lot of the work that was done
17 after the mediation."

18 And then she said, "Well, but I know that we
19 asked you to do work after the mediation. And there
20 were things that, you know, needed tending. And we
21 needed to get a stay in place."

22 This was after they decided they wanted to
23 have the case stayed, pending a Supreme Court decision.
24 And that stay didn't go into effect until April.

25 So Lauren was a little sheepish. And, you

1 know, saying -- saying things that, you know, "Janice
2 is -- is saying that this needs to be done. And Janice
3 is reporting to the executives." And so I -- I got the
4 drift that this was not being initiated by Lauren.

5 Q All right. Do you recall anything else? Any
6 of the -- any other issues that Lauren raised in those
7 June calls with the invoices?

8 I think you mentioned conferences between
9 lawyers and travel time. And you had mentioned earlier
10 that there was the -- Deborah's time on the mediation
11 brief. Anything else that you can recall Janice
12 raising? Not Janice. I apologize. Lauren?

13 A There -- Lauren? Yeah. There -- there may
14 have been others. But specifics?? Sitting here today,
15 I'm trying to recall if there was anything else.

16 Q All right. And it -- was there some time
17 frame --

18 A She did -- she did offer -- she -- she did
19 offer to pay a hundred and -- it was like 180,000 and
20 change. I want to say 182,000 of the bills.

21 And at -- at that time, 'cause we were getting
22 close to our fiscal year end, I had said, "Look, if you
23 can -- if we can agree on you -- you all paying 250,000
24 and getting the bulk of it in the door before June 30th,
25 then that -- that would be fine."

1 And she said, "Well, we can pay 182,000." And
2 I believe Janice was going to send us a -- a writeup or
3 a markup of the -- her markup of the bills. And we
4 never received that. Nor did we receive the 182,000 or
5 anything in 2022.

6 Q All right. You mentioned that there was a
7 Supreme Court decision anticipated. Was that in the --
8 was that the Viking River case?

9 A That was.

10 Q Okay. Can you -- what was the expectation or
11 sort of your expectation of how the Supreme Court was
12 going to rule on Viking River?

13 A I -- I didn't have a crystal ball. But there
14 was the potential that the Viking River Cruises case
15 would make it more difficult for a representative
16 plaintiff in a PAGA case to go forward litigating that
17 case.

18 Q And did the Supreme Court ever give a ruling
19 on the Viking River Cruises case?

20 A Yes.

21 Q And what was the gist of that ruling? Was it
22 as you've described here?

23 A Yeah. The -- the gist of it was that it would
24 make it difficult for a representative plaintiff with an
25 arbitration agreement that had a class and PAGA waiver

1 to pursue litigation on behalf of other aggrieved
2 employees.

3 And then -- after Viking River came out, then
4 there was a California case, the Adolph/Uber case, that
5 blunted or undid some of the Viking River case.

6 Q When did the Supreme Court grant certiorari
7 for the Viking River Cruises case? Do you recall?

8 A It was sometime in December of 2021.

9 Q Did you have any conversation -- well, let me
10 back up.

11 Did you inform SBM about the Supreme Court
12 granting certiorari for that case?

13 A Yeah. I discussed it with Lauren Leonard.

14 Q Was that soon after the certiorari was
15 granted?

16 A Yes. It was between cert being granted and
17 the mediation in early January.

18 Q When -- or strike that.

19 What did you tell Lauren Leonard about cert
20 being granted?

21 A That the Supreme Court had taken up the Viking
22 River case. And that it could have some impact on our
23 case.

24 Q What impact did you discuss with Lauren
25 Leonard?

A That there was the potential that it could be beneficial in our case, in the sense that it could make it more difficult for a plaintiff -- a representative plaintiff in a PAGA action to bring the case outside of arbitration.

Q And do you recall anything that Lauren Leonard said in that conversation?

A We talked about bringing it up in mediation, which -- which we did.

Q Did Lauren --

A In other words, using it for leverage at mediation.

Q Did Lauren and you discuss something along the lines of cert being granted in Viking River would have the effect of SBM only being willing to settle if it was sort of at a fire sale?

MR. TOWLE: At -- at what time, Counsel?

O Durim

this conversation in December, when you were discussing
cert being granted on Viking River Cruises with Lauren
Leonard

MR. TOWLE: I don't believe the witness indicated it was in December. It was between two dates. But anyway --

1 BY MR. CRAVENS:

2 Q Did -- to the best of your recollection was
3 this conversation in December, close to the time that
4 the Viking River -- that the Supreme Court granted cert
5 for Viking River?

6 A The best I can put it is somewhere between
7 cert being granted and the mediation.

8 Q Okay. So in that conversation, was there any
9 discussion with Lauren Leonard about SBM having changed
10 its settlement position or its settlement posture so
11 that it expected if it was going to settle, it would
12 settle at something like a fire sale price?

13 A I don't recall that.

14 Q Do you recall any discussion with Lauren
15 Leonard that SBM's position would be that the case was
16 now worth less after cert was granted than before?

17 A We talked about how we could use the Viking
18 River case to our advantage in mediation to try to drive
19 down the settlement value.

20 Q And did you discuss what you thought the
21 settlement value of the case would be after cert was
22 granted in Viking River?

23 A We did talk about the settlement value of the
24 case at a time after Viking River had cert granted.

25 Q What -- and what did you tell her about the

1 settlement value of the case?

2 A Well, we discussed the different -- different
3 outcomes of Viking River. That, you know, we didn't
4 know how Viking River was going to turn out. But that
5 it was something that could potentially reduce the value
6 of the case.

7 Q Did you discuss any sort of settlement ranges?
8 Whether it was seven figures? Less than seven figures?
9 Eight figures? Or something more precise?

10 A Well, I knew that they were targeting -- and
11 this was from early on. They -- the client, SBM, was
12 targeting a settlement at mediation in the mid-six
13 figures.

14 And going into the mediation, the other --
15 other side appeared to be excited about their ABM win.
16 And they were looking at something that was well into
17 the seven figures. So our job at mediation was to drive
18 the number down to get the best deal that we could
19 for -- for the client.

20 Q And do you recall what -- how mediation ended?

21 A I do. The case did not resolve. The other --
22 other side, I believe, started somewhere around
23 \$10,000,000. And SBM offered -- I believe it was
24 120,000. And the plaintiffs came down, in kind, to
25 nine million and -- and change.

1 And at the end of the mediation, the mediator
2 said that he would look at this and wanted to know if we
3 were interested in a mediator's proposal. And we --
4 SBM, I -- I was told -- well, at the mediation, when it
5 was ending. And the message was, "Well, it looks like
6 we're going to have to fight this."

7 And we came up with a plan that involved
8 conducting additional discovery and retaining an
9 economist expert and couple of other things that
10 would -- the -- you know, the plan was to fight.

11 Q Do you recall what the last numbers were when
12 mediation ended?

13 A I believe SBM was at 120,000. And the
14 plaintiff was at nine million, eight hundred and
15 something thousand.

16 Q I see. So only one moved, really, on each
17 side; is that right?

18 A That's consistent with my recollection.

19 Q Yeah. Okay.

20 A There was a lot of daylight between the two
21 positions.

22 Q Yes. All right. The -- and was there a
23 discussion about Viking River during the mediation?

24 A There was.

25 Q And what was the discussion?

1 A Well, as I mentioned, we were trying to use
2 the cert being granted in Viking River as leverage to
3 drive the plaintiff's number down. And the mediator
4 told us that Plaintiffs understand Viking River. And we
5 saw that reflected in their lack of movement.

6 Q In other words, Plaintiffs thought that Viking
7 River was going to go in their favor?

8 A I don't know what he was thinking. But it
9 didn't make -- didn't appear to make much difference in
10 his negotiating.

11 Q Got it. And I think we need -- I don't think
12 we discussed the early August video conference with
13 Lauren Leonard and maybe Janice. Early August 2022?

14 A Okay.

15 Q Do you have that in mind?

16 A I do.

17 Q Okay. What do you recall transpiring during
18 that conference?

19 A I believe it was just Lauren. I think Janice
20 may have been invited to the call but didn't attend.
21 And Lauren had said that she had been pushing their
22 finance folks to get us paid, to no avail.

23 And that -- she said, in Janice's mind, that
24 Janice didn't think that we should have done much work
25 after mediation. And Lauren was saying, "Well, no. We

1 did direct work to be done. And there were things that
2 needed to be done and needed tending."

3 And she understood. And her -- Lauren's
4 suggestion was that she was doing everything she could
5 to get us paid. And that hadn't happened.

6 And by that time, we were in the process of
7 getting the case transferred to another firm. I believe
8 it was the Downey Brand Firm. So we talked about the
9 logistics of transferring it.

10 Q How did it come about that the case was being
11 transferred to Downey Brand? Was that SBM's decision?
12 Or was that Baker & McKenzie's decision?

13 A I -- I think Lauren and I must have said
14 almost at the same time, you know, "This -- this can't
15 go on." So it was -- it was as close to a mutual walk
16 away --

17 Like from my standpoint, we -- we were -- it
18 was -- it was time to break up. And I believe the same
19 for Lauren. But that -- that had occurred sometime
20 before the August call if -- if my memory serves me.

21 Q When's your recollection of when the breakup
22 occurred; would you say?

23 A Sometime --

24 MR. TOWLE: Objection. Vague and
25 ambiguous.

1 Excuse me.

2 Objection. Vague and ambiguous.

3 Go ahead.

4 THE WITNESS: Yeah. The -- some --

5 sometime between late June and early August.

6 BY MR. CRAVENS:

7 Q All right. And do you know? What did Lauren
8 say with respect to SBM parting ways with Baker &
9 McKenzie?

10 A I don't recall her exact words. But the gist
11 was, she understood that we weren't getting paid and
12 that it wasn't going to work out if we weren't getting
13 paid. And I understood that they were coming up with
14 what I saw as after-the-fact complaints about our bills.

15 Q All right. Do you recall anything else that
16 Lauren Leonard said about the two firms parting ways?

17 A Not at this time.

18 Q Was there -- did Lauren talk about the
19 decision-making process at all on SBM's side?

20 A I seem to recall her saying something about
21 Charles not wanting to continue to engage with Baker.
22 Charles being their CEO, Charles Somers.

23 Q You say you "seem to recall"?

24 A Vague recollection.

25 Q All right. Anything else on -- about the

1 decision-making process besides that vague recollection
2 that you can recall?

3 A No. No.

4 MR. CRAVENS: All right. Let's take a
5 short break now.

6 And give you an opportunity to shoot
7 those two estimates over.

8 MR. TOWLE: Yeah.

9 MR. CRAVENS: Before we move off this
10 topic.

11 MR. TOWLE: Right. It -- I'm going to
12 have to track that down. It might take a second; okay?

13 MR. CRAVENS: Okay. No problem. Shall
14 we come back in ten minutes or 15 minutes?

15 MR. TOWLE: Let's make it 15. Because
16 I'm going to have to go get with a paralegal.

17 MR. CRAVENS: Got it. Got it. All
18 right.

19 MR. TOWLE: All right?

20 MR. CRAVENS: 1:45.

21 MR. TOWLE: Okay.

22 THE VIDEOGRAPHER: Okay. We're off the
23 record at 1:30.

24 (Off the record.)

25 THE VIDEOGRAPHER: We are back on the

1 record at 2:02 p.m.

2 MR. CRAVENS: Let's mark BM012951 to 53
3 as Exhibit 8.

4 (Exhibit 8 was marked for
5 identification.)

6 MR. CRAVENS: And Exhibit 9 will be
7 BM013670 to 71.

8 (Exhibit 9 was marked for
9 identification.)

10 MR. CRAVENS: And you guys already have
11 those. So I don't think we need to email them to you.

12 MR. TOWLE: I -- yeah. Let me make sure
13 that the witness has one. I did not include him on the
14 emails.

15 MR. CRAVENS: Well, that's fine. Andrea
16 can just send them anyway. Just maybe it makes more
17 sense that there's a regular pattern.

18 MR. TOWLE: Yeah. Okay.

19 MR. CRAVENS: And while we're waiting,
20 thank you so much, Griff, for your consideration, your
21 courtesy of pulling these for us.

22 MR. TOWLE: Not a problem.

23 BY MR. CRAVENS:

24 Q Let me know when you're ready, Mike.

25 A Yeah. I'm -- I'm ready.

1 Q Okay. Let's start with the email from Nancy
2 Bagwell on December 6, 2021. That's at Bates BM012951.

3 A Yeah. I don't have that one in front of me.

4 Q Okay. Then --

5 A Is that the exhibit that Griff just emailed to
6 you? Or had sent to you?

7 Q Yes. He sent us two.

8 MS. CORDOVA: I'm sending them right now.
9 Sorry about that. They've been sent.

10 BY MR. CRAVENS:

11 Q Let me know when you're ready. And I'm going
12 to start with the document that ends in Bates 951.

13 A Yeah. I'll -- I'll let you know when they
14 come through. I haven't seen them yet.

15 Q The electrons are slow.

16 MR. TOWLE: Yeah. I got yours, Andrea.

17 MS. CORDOVA: Okay.

18 THE WITNESS: And it just came through.

19 BY MR. CRAVENS:

20 Q Great. Let's start with Bates BM012951. And
21 if we can start at kind of the bottom of the email,
22 Mike, and work our way to the top?

23 A Okay.

24 Q So what is Nancy Bagwell's role at Baker &
25 McKenzie? Or what was it in December of 2021?

1 A Nancy was a finance business partner. She
2 dealt with client intake, billings, and collections
3 work.

4 Q Okay. Got it. And so it looks like she sent
5 some invoices, maybe three invoices, to SBM on
6 December 3rd for work performed prior to October 31st;
7 is that right?

8 A That's what it looks like from the subject
9 line of the email.

10 Q Yeah. And then on December 6th -- no. I'm
11 sorry. On December 5th, Lauren asks for the estimates
12 for November. And then there's a reply the next day;
13 correct?

14 A That's -- that's what I'm seeing.

15 Q Yeah. Okay. And then the estimate for
16 November was -- for the -- for both of the cases was
17 74,500?

18 A That -- that's what I see in -- in Nancy
19 Bagwell's December 6th email.

20 Q All right. Yeah. Okay. And then there's a
21 response from Lauren Leonard to Nancy and Janice and
22 Valerie Clark. Well, to everyone indicated there on the
23 email.

24 Did you understand what she was referring to
25 when it said, "Please keep in mind a significant amount

1 of work was being performed in November and December
2 to" -- it says "to her case ready for mediation." But I
3 suspect it meant "bring the case ready for mediation."
4 "Prepare the case ready for mediation."

5 A Yeah. I -- I understood we were in the thick
6 of it, doing a lot of work and a lot of different things
7 at -- at that time. And there was a lot of work that
8 was being performed in November and December.

9 Q Was there any other response to Nancy
10 Bagwell's December 6th email besides this one here from
11 Lauren Leonard?

12 A Not -- not that I'm aware of.

13 Q Okay. And let's look at Exhibit 9. That's
14 Bates BM 013670. And we can -- if we can do the same
15 thing? Start at the bottom and work our way up?

16 A Okay.

17 Q Okay. So it looks like -- so first of all,
18 just to orient us on the timeline, January 24th is after
19 the mediation -- the failed mediation; correct?

20 A Correct.

21 Q And it looks like Lauren Leonard is asking for
22 estimated billing for January.

23 A Yes.

24 Q And had there -- by January 25th -- between
25 January 1st and January 25th, had there been at least

1 15,000 in billing? In other words, had you hit a
2 milestone in that time period?

3 A Yeah. I --

4 MR. TOWLE: I'm sorry. Counsel, could
5 you repeat the dates?

6 MR. CRAVENS: January 2022, before Lauren
7 Leonard sends this email on the 24th.

8 THE WITNESS: Yes.

9 BY MR. CRAVENS:

10 Q Okay. Is there -- and I think you said before
11 that you did not send a -- you know, a notice that you
12 hit the milestone. Is there a reason why not?

13 A Yes. I didn't think it was necessary.

14 Q And why didn't you think it was necessary?

15 A Because we were providing Lauren and -- and
16 others fee estimates, budgets. And Lauren and Janice
17 were intimately involved in and aware of the work that
18 was being done over the course of the case. In
19 particular, the two months' work around the time and
20 before the -- the mediation.

21 And they -- they knew what was going on. And
22 they knew our rates. And they were involved. And they
23 were also receiving budgets and fee estimates along the
24 way.

25 Q Did Janice or Lauren or anybody at SBM

1 instruct you to hold off on work that wasn't strictly
2 necessary after cert was granted on Viking River
3 Cruises?

4 A Sometime in late February, they asked --
5 Lauren did -- for us to limit work to only that that was
6 necessary. Which, by that time, the plan was to see if
7 we could seek a stay, pending the outcome of the Viking
8 River case.

9 The plaintiff's lawyer was balking at granting
10 the stay. Then following a case management conference,
11 the judge at the case management conference said, "Hey,
12 I've had a lot of requests -- similar requests. And my
13 suggestion," this is the judge speaking, "would be you
14 all meet and confer about it. But you might want to
15 consider tolling the five-year trial statute while the
16 case is stayed."

17 Plaintiff agreed to do that. And then we
18 finally got the stay in place. And that was sometime in
19 April of 2022.

20 Q Did -- when Lauren asked you to reduce the
21 work in light of Viking River, you said late February of
22 2022; correct?

23 A Yes.

24 Q Was that in a telephone conversation or in an
25 email?

1 A It -- it was either phone or Zoom.

2 Q Okay. Yeah. And was this -- you testified
3 earlier about a February conversation with -- where
4 Charles was part of that conversation. Was that the
5 same conversation or a different one?

6 A It -- it was different. It was after the
7 conversation with Charles that I had already relayed to
8 you.

9 Q Yeah. Okay. So what did Lauren -- to the
10 best that you can recall, what specifically did Lauren
11 tell you?

12 A The -- the gist of it was that they wanted to
13 see if we could get a stay, pending the decision in
14 Viking River Cruises.

15 And at the same time, she said, "Look, I
16 understand there are certain things that need to be done
17 in the case" -- because we didn't have the stay. And
18 there was ongoing discovery and a duty to respond to the
19 discovery.

20 But, you know, to the extent that we could
21 limit our work, since what we were attempting to do was
22 get a stay, pending the outcome of the Viking River
23 Cruises case.

24 Q All right. Let's look at the --

25 MR. CRAVENS: I think -- Andrea, did you

1 send Q?

2 MS. CORDOVA: Yes.

3 BY MR. CRAVENS:

4 Q Okay. We sent an exhibit that's an email
5 dated June 8, 2022, between you and Lauren Leonard.

6 A I have it.

7 Q Okay. So in the first -- and, well, let's
8 identify it for the record. Let's -- this should be
9 Exhibit 10. And it's Bates SBM00025 to 26.

10 (Exhibit 10 was marked for
11 identification.)

12 Do you have that before you, Mr. Brewer?

13 A Yeah. I have -- on my screen, it's marked as
14 Q. I take it, that's now Exhibit 10?

15 Q That's now Exhibit 10. Yeah. So, okay.
16 The -- in this email -- I think you testified earlier
17 that there had been some back and forth about the bills.
18 And this is an email thread. If you could kind of start
19 at the bottom again? And we'll work our way up.

20 A Okay. I'm at the bottom email.

21 Q You know? And I think I lied to you. Never a
22 good thing. But let's go up to the June 8th from Lauren
23 Leonard to Shelly Glover.

24 A Okay. June -- June 8th, 3:21 p.m.?

25 Q That's right. We're on -- at the same place.

1 Shelly Glover is an accounts receivable specialist? Ah.
2 Sorry. Accounts receivable specialist?

3 A I think her title is accounts receivable
4 analyst.

5 Q Got it. Okay. It -- this email from Lauren
6 Leonard on June 8th, is this the first time that you're
7 learning that SBM has issues with the amount that was
8 billed?

9 A Other than the December mediation invoice that
10 we already discussed, yes.

11 Q Okay. And in the topmost email, Lauren
12 mentions -- refers to asking that unnecessary billing be
13 significantly reduced. Do you see that?

14 A I see that.

15 Q And in your mind, was this referring to a
16 February -- the February 2022 conversation you had with
17 Lauren?

18 A Yes. Late February of 2022.

19 Q All right. Did you make any --

20 A After the call with Charles Somers.

21 Q Yeah. Yeah. Did you make any changes to the
22 strategy after receiving the instruction from Lauren to
23 limit unnecessary work?

24 A We did. We sought -- our focus was on getting
25 the plaintiff's lawyer to agree to a stay, pending the

1 Viking River Cruises case. The plaintiff's lawyer was
2 reluctant to -- to do so. But that -- that was the
3 strategy, was to see if we could get the matter stayed,
4 pending the outcome of the Viking River Cruises case.

5 Q Did you communicate Lauren Leonard's
6 instruction about limiting work to Deborah or anyone
7 else on the SB -- on Baker & McKenzie's team?

8 A I did. I said -- I don't know what exactly I
9 said. But the gist of it was, "Hey, we -- we need to
10 see if we can get a stay, pending the outcome of the
11 Viking River Cruises case. And let's, you know, limit
12 any unnecessary work which -- you know, things that
13 could be put off."

14 One of those things was the retention of the
15 economic expert, Ali Saad. And, you know, back --
16 right -- right after the mediation, the plan was, you
17 know, go forth, and conduct discovery. And get an
18 expert. And some of those things could be put off. And
19 some could not.

20 Q I know Ali well. Good expert. All right.
21 Anything else that was put off besides retaining the
22 economics expert that you can recall?

23 A I know we granted Plaintiff an extension of
24 time to respond to our discovery. And I believe there
25 may have been a reciprocal grant as -- as well.

1 But the whole idea was limit things to -- to
2 focus on getting the stay, which was a little bit
3 concerning. Because the plaintiff's lawyer was saying,
4 "Eh, I don't -- I don't know if I'm going to agree to a
5 stay."

6 Eventually, he did, at the Court's suggestion.
7 I believe that case management conference was sometime
8 in March. But there was a period of time where we
9 didn't know if we were going to be able to get this
10 stay.

11 MR. CRAVENS: All right. Let's mark --

12 Will you send, Andrea, T?

13 MS. CORDOVA: Yes.

14 MR. CRAVENS: R and -- T and R?

15 Let me know, Mr. Brewer, when you get
16 that email.

17 THE WITNESS: I will.

18 MR. CRAVENS: Thank you.

19 MS. CORDOVA: They've been sent.

20 MR. CRAVENS: And then also send L, M, N,
21 and O, please, Andrea.

22 MS. CORDOVA: Okay.

23 MR. TOWLE: We've received T. Or I've
24 received T and R.

25 MR. CRAVENS: Great. Let's start with R

1 here, which is -- are we at Exhibit 11, I think?

2 MR. TOWLE: That's what I have.

3 MR. CRAVENS: Okay. So let's mark, as
4 Exhibit 11, the email -- I'm sorry -- the letter from
5 Peter Engstrom to Lauren Leonard.

6 (Exhibit 11 was marked for
7 identification.)

8 BY MR. CRAVENS:

9 Q Do you have that one, Mr. Brewer?

10 A I -- I do. Yeah. T -- T and R just came in.

11 Q Okay. Did you see this document at the time,
12 you know, that it was sent? As opposed to recently,
13 preparing for your depo?

14 A I did.

15 Q Okay. And did you have a -- some kind of
16 conversation with Mr. Engstrom about sending the letter?

17 MR. TOWLE: I'm just going to object.

18 And instruct the witness not to reveal
19 anything that he understands to be covered by the
20 attorney-client privilege. But other than that, go
21 ahead.

22 BY MR. CRAVENS:

23 Q So I -- actually, that's a good point. Let's
24 start there. So he's general counsel for -- or was?

25 A Yes. Peter Engstrom is general counsel for

1 Baker & McKenzie.

2 Q Okay. And yeah. I'm not asking about any
3 privileged conversation. Is there anything you can --
4 and I know you know well what privilege is. Is there
5 anything you can share about your conversations with
6 Mr. Engstrom that was not privileged?

7 A No.

8 Q Okay. All right. Let's look at T. That is
9 the email dated March 20, 2023, at 3:38 p.m.

10 A Okay.

11 Q Okay. So you mentioned earlier that there was
12 an offer to reduce the bill to -- or the outstanding
13 invoices to 250,000? Is this the --

14 A Yes.

15 Q And is this the email where that occurred?

16 A Yeah. It -- it occurred on a phone call on
17 the same date. And then I followed it up with the email
18 that's dated June 28, 2022, at 12:07 p.m.

19 Q Ah. In -- you mentioned in the email the
20 June 30 fiscal year end. What is the -- was the -- what
21 was the significance of that in terms of your
22 conversations with Ms. Leonard?

23 A Well, it's our fiscal year end. And money
24 that comes in the door before our fiscal year end gets
25 counted in that fiscal year. Any dollars that come in,

1 say, July 1 or later count in the next fiscal year.

2 Q Are the compensation decisions by the
3 Compensation Committee based on the fiscal year?

4 MR. TOWLE: Objection. Asked and
5 answered.

6 THE WITNESS: That's my understanding.

7 BY MR. CRAVENS:

8 Q Okay. Yeah. I take it there's a -- you know,
9 a new determination by the Compensation Committee after
10 the close of each -- at some point after the close of
11 each fiscal year?

12 A Yes.

13 Q Would it be fair to say that there was some
14 financial incentive to you, personally, in terms of your
15 compensation, to get resolution before the fiscal year
16 end?

17 A It -- it would've been helpful.

18 Q And did you get the second set of exhibits?
19 O, P, Q, and R, I believe?

20 A I just received L, M, N, O. No P.

21 Q Okay. L, M, N, O. Okay. Yeah. That's -- I
22 think that's right. Let's start with L. There was a --
23 you talked earlier about a compromise, a write-off,
24 regarding the mediation.

25 Let's see. You have -- let's see. L is --

1 it's undated in my version of this for some reason. But
2 do you -- L should be an email from Nancy Bagwell to
3 you, CC'ing Ginny Aldajani? That's your paralegal?

4 A Yes.

5 Q Yeah. About the -- a write-off request. Do
6 you have that in front of you?

7 A I'm sifting through a number of emails in this
8 chain, which if you give me the -- the date and time,
9 then I can get to the right one.

10 Q Well, I can -- let me show -- let me share
11 screen. It doesn't -- for whatever reason, these don't
12 have the dates with them. And I don't think it's
13 because it was a draft. That wouldn't make sense in
14 this context. But let me share screen. I think that's
15 it. And it's --

16 A Yeah. I -- I see. Yes. I -- I see it.

17 Q Yeah. And it starts, "Hello, Mike. I
18 submitted the write-off request in the system. And it's
19 been approved by RPG." Are we in the same place?

20 A Yep.

21 Q All right. We were -- and what's going on in
22 this email?

23 MR. TOWLE: The email at top, Counsel?
24 Or the chain; or --

25 MR. CRAVENS: Yeah. In the chain.

1 THE WITNESS: Yeah. That -- the top one
2 in the chain is Nancy Bagwell telling me that she's
3 submitted a request in the system and letting me know
4 what the outstanding balance for the invoice is.

5 BY MR. CRAVENS:

6 Q All right. And then let's look at O. Or no.
7 L, M. Let's look at N. And that's BM -- do you have
8 it?

9 A I have it in front of me. Yeah.

10 Q Okay. BM003099?

11 A I don't see a Bates number on the copy that
12 was emailed to me.

13 Q Let's see if we're talking about the same one.

14 A Oh. Yeah. Sorry. I -- I didn't have it
15 scrolled all the way down. Yes.

16 Q Yeah. Okay. It -- this is an email that you
17 exchanged with Nancy Bagwell about the write-off; is
18 that right?

19 A Yes.

20 Q And there's a discussion about whether or not
21 it should be considered excessive work or a good faith
22 adjustment?

23 A Yes.

24 Q And ultimately, you decided excessive work was
25 the correct category?

1 A Yes.

2 MR. CRAVENS: All right. Let's mark
3 BM003099 as Exhibit 11.

4 MR. TOWLE: Wait. Exhibit 11?

5 MR. CRAVENS: Or is it Exhibit 12?

6 MR. TOWLE: I think you're on 15. I have
7 you on 15, assuming the last one --

8 MR. CRAVENS: Yeah. Well, you know what?
9 It -- yeah. So let's -- then Exhibit 15.

10 (Exhibit 15 was marked for
11 identification.)

12 MR. CRAVENS: And then we'll make this
13 next one Exhibit 16.

14 MR. TOWLE: All right. So to be clear, N
15 is 15?

16 MR. CRAVENS: Yeah. And we'll make --
17 and O will be 16. And O, I'll identify for the record,
18 is SBM001506 through 1507.

19 (Exhibit 16 was marked for
20 identification.)

21 BY MR. CRAVENS:

22 Q Do you have that in front of you, Mr. Brewer?

23 A I do.

24 Q Okay. And is this an email that you sent to
25 Lauren Leonard on or about March 17, 2022, informing her

1 of the \$25,000 write-off on the Springs invoice?

2 A Yes. That's the -- the top email in this
3 chain that describes it.

4 MR. CRAVENS: All right. And then let's
5 send the invoices, Andrea.

6 MS. CORDOVA: Okay.

7 MR. CRAVENS: Let me know when you get
8 that if you would, Mr. Brewer.

9 THE WITNESS: Will do. While we're
10 waiting, I've got to step out and grab a water. I'll be
11 right back.

12 MR. TOWLE: Yes. It'll be hard for him
13 to ask questions when he's not here. So yes.

14 Well, wait. Andrea, are you here?

15 MS. CORDOVA: Yes. I'm here.

16 MR. TOWLE: Can you see if Daniel can be
17 found?

18 MS. CORDOVA: Yes. Let me --

19 MR. TOWLE: Yeah. We can go off the
20 record.

21 MS. CORDOVA: Okay.

22 THE VIDEOGRAPHER: Okay. We're off the
23 record at 2:40 p.m.

24 (Off the record.)

25 THE VIDEOGRAPHER: We are back on the

1 record at 2:47 p.m.

2 MR. TOWLE: And do you want to mark these
3 as next exhibit in order, which I have as 17?

4 MR. CRAVENS: Yes.

5 (Exhibit 17 was marked for
6 identification.)

7 MR. CRAVENS: I'm going to have to put
8 you on the payroll now.

9 MR. TOWLE: Right.

10 BY MR. CRAVENS:

11 Q And this is 148 pages, the invoices on the SBM
12 matter. Can you take a look and authenticate these for
13 me? Are these true and correct copies of the invoices
14 as far as you understand?

15 A Yeah. They -- they look familiar. What I
16 don't know is, are they complete? Are they the final
17 invoices? I -- I don't know if I can tell you that. I
18 can tell you they look familiar.

19 Q Okay. You don't have any reason to believe
20 these are not the Baker & McKenzie invoices to SBM at
21 issue in this litigation; right?

22 A I -- I don't have any reason to believe that
23 they're not our invoices.

24 Q Okay. And the -- if you'd kind of flip to the
25 back? Actually, you have the PDF; don't you? So I can

1 just tell you --

2 A I do. Yeah. If you give me a PDF page,
3 that's probably --

4 Q Yeah. That's going to be better. If you'd
5 turn to one -- all right. If you'd turn to the April 11
6 invoice that begins 111?

7 A PDF page 111?

8 Q Yeah. Or actually, maybe PDF page 110 is a
9 better place to start.

10 A One -- okay. PDF 110?

11 Q Yeah.

12 A I am there.

13 Q So this is an invoice dated April 11, 2022;
14 right?

15 A That's -- yeah. That's the date up in the
16 upper left-hand corner.

17 Q Do you know why it was that the time on this
18 invoice, you know, is -- begins on February 1, 2022?

19 A I don't.

20 Q Do you know what happened there?

21 A I don't.

22 Q Okay. Your typical practice would be to bill
23 in March for time in February; is that right?

24 A Typically, yes.

25 Q Okay. And if you'd just go to 122? You've

1 got the April 18, 2022, invoice for Springs. The SBM
2 site services. You with me?

3 A Getting there.

4 Q Yeah.

5 MR. TOWLE: I'm sorry. 122?

6 MR. CRAVENS: Yes. PDF 122. Exactly.

7 MR. TOWLE: Great.

8 THE WITNESS: Yes. I am -- I'm there.

9 BY MR. CRAVENS:

10 Q And this is the April 18 invoice. 2022. And
11 it's for time worked in March. That would be the
12 typical -- what you would expect; is that right?

13 A Yes.

14 MR. TOWLE: Objection. Vague and
15 ambiguous.

16 You can go ahead and answer.

17 THE WITNESS: Yeah. For time that was
18 worked in March of 2022, the April invoice date seems
19 right.

20 BY MR. CRAVENS:

21 Q And who did you have -- so was the mediation
22 in person? That -- the April 7th mediation?

23 A No.

24 Q It was -- was it over Zoom?

25 A It was over Zoom.

1 Q It seems like they're all over Zoom these
2 days. Did you have a discussion with anyone at SBM
3 about having an associate with you in the mediation?

4 A We had a pre-mediation call. And Deborah, the
5 associate, I believe was on that call. And I'm trying
6 to think if there was a specific discussion about
7 Deborah attending.

8 But it was clear that, because Deborah was the
9 one who had interviewed many of the SBM associates
10 onsite, and that we were gathering evidence to drive the
11 price tag of the potential settlement down. That
12 Deborah's attendance could be useful at the mediation,
13 to the extent that she was the one who was there and
14 gathering the declarations and getting information
15 onsite at various sites throughout California.

16 Q What year an associate was Deborah?

17 A I believe she was -- she was a mid-level
18 associate. And I want to say she was a fifth year.
19 Somewhere in there. Somewhere in between fourth year
20 and sixth year.

21 Q Is she still with the firm?

22 A She's not.

23 Q Do you know how many hours she billed in 2021?

24 A Not off the top of my head.

25 Q I didn't think you would. How about 2022?

1 I'm guessing it's the same answer. But I'm going to
2 ask.

3 A I -- I don't know that either.

4 Q Okay. How about -- do you know how many hours
5 you billed in 2021?

6 A I don't.

7 Q How about in 2022?

8 A I don't know that off the top of my head
9 either.

10 Q Okay.

11 Q Do you know if Deborah received any kind of
12 bonus in 2021 or 2022?

13 A I don't.

14 Q Believe it or not, I think I'm almost done.
15 Give me just a second. Just a couple more questions.
16 Have you --

17 (Off the record.)

18 THE VIDEOGRAPHER: Counselor, sorry. I
19 think we lost somebody again. Is everybody here?

20 THE WITNESS: I'm here.

21 MR. CRAVENS: Oh. Maybe we lost Cliff.

22 MR. TOWLE: No. I'm here.

23 THE WITNESS: Cliff's here.

24 THE VIDEOGRAPHER: Okay. I'm sorry about
25 that. Go ahead.

1 MS. CARDOVA: No. But thank you for
2 keeping track.

3 THE OFFICER: Counsels, this is the
4 reporter speaking. I lost connection through my Zoom.
5 So this is a backup audio that I'm using. Can you guys
6 go off the record? I need to fix my connection.

7 MS. CARDOVA: Okay. I have about three
8 minutes of questions. But yes.

9 THE REPORTER: I do apologize, Counsel.
10 I'm not recording right now. So I do need to get back.

11 MS. CARDOVA: Yeah. Understood. Let's
12 take -- doesn't hurt me anyway. Let's take five
13 minutes. And I'll just make sure that I've got --

14 THE VIDEOGRAPHER: Okay. We're off the
15 record at 2:56 p.m.

16 (Off the record.)

17 THE VIDEOGRAPHER: Okay. We are back on
18 the record at 2:59 p.m.

19 THE OFFICER: Counselors, real quick.
20 The last thing I heard was --

21 Your question was, "How about '22?"
22 Counsel Cravens.

23 And then, Mr. Brewer, you said, "I don't
24 know that either." So that was the last answer that I
25 heard before I cut off.

MR. CRAVENS: I think that if -- the question was -- the prior question was relating to whether or not Mr. Brewer was aware if he had a bonus in 2022.

MR. TOWLE: I think it was in the number of hours that Mike had billed in 2021 and 2022.

THE OFFICER: Correct.

BY MR. CRAVENS:

Q All right. And, Mr. Brewer, do you receive bonuses as -- or as part of your compensation package?

A It's not called a bonus.

Q What's it called?

A A discretionary adjustment.

Q A discretionary adjustment. Okay. Did you receive an upward discretionary adjustment in 2021?

A Sitting here today, I cannot recall.

Q All right. And I take it that answer's the same for 2022? You wouldn't be able to recall that?

A I don't recall that either.

Q All right. And have you spoken to anyone other than counsel about this case in the past six months?

A No.

Q Have you spoken with Mike Leggieri about this case?

1 A No.

2 MR. CRAVENS: Okay. That's all I have,
3 Mr. Brewer. Thank you very much. I appreciate your
4 time.

5 And thank you, Griff, for your getting
6 those documents to me and for your time as well.

7 MR. TOWLE: Wonderful. You know what
8 would be great? And we can go off the record for this.
9 But Dan, or maybe Andrea, if you guys could send us a
10 list of what we think are the exhibits marked in order?
11 Because towards the end, it got a little bit confusing.

12 MR. CRAVENS: Yeah. I think it did.
13 Andrea has that list. Why don't we kind of go over it
14 together right now?

15 THE OFFICER: Counselors, right now,
16 we're currently still on the record; so --

17 MR. CRAVENS: Oh. After we go off the
18 record.

19 THE OFFICER: Okay. Real quick, before
20 we do that, Mr. Towle, are you ordering a transcript for
21 this deposition?

22 MR. TOWLE: Yes. I am.

23 THE OFFICER: Okay. All right. If you
24 could please provide your email in the chat, I would
25 appreciate that. So I could provide that to Veritext.

1 MR. TOWLE: All right.

2 THE VIDEOGRAPHER: Okay. That concludes
3 today's videotaped deposition of Mike Brewer. And we
4 are off the record at 3:02 p.m.

5 (Signature reserved.)

6 (Whereupon, at 3:02 p.m., the proceeding
7 was concluded.)

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1 CERTIFICATE OF DEPOSITION OFFICER

2 I, JON SANDOVAL, the officer before whom the
3 foregoing proceedings were taken, do hereby certify that
4 any witness(es) in the foregoing proceedings, prior to
5 testifying, were duly sworn; that the proceedings were
6 recorded by me and thereafter reduced to typewriting by
7 a qualified transcriptionist; that said digital audio
8 recording of said proceedings are a true and accurate
9 record to the best of my knowledge, skills, and ability;
10 that I am neither counsel for, related to, nor employed
11 by any of the parties to the action in which this was
12 taken; and, further, that I am not a relative or
13 employee of any counsel or attorney employed by the
14 parties hereto, nor financially or otherwise interested
15 in the outcome of this action.

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14 *Shanna Nance*

15 SHANNA NANCE
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3 NOVEMBER 6, 2025

4 RE: BAKER & MCKENZIE, LLP vs. SBM MANAGEMENT SERVICES, LP

5 OCTOBER 23, 2025, MICHAEL BREWER, JOB NO. 7637027

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[mind - objection]

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California Code of Civil Procedure

Article 5. Transcript or Recording

Section 2025.520

(a) If the deposition testimony is stenographically recorded, the deposition officer shall send written notice to the deponent and to all parties attending the deposition when the original transcript of the testimony for each session of the deposition is available for reading, correcting, and signing, unless the deponent and the attending parties agree on the record that the reading, correcting, and signing of the transcript of the testimony will be waived or that the reading, correcting, and signing of a transcript of the testimony will take place after the entire deposition has been concluded or at some other specific time.

(b) For 30 days following each notice under subdivision (a), unless the attending parties and the deponent agree on the record or otherwise in writing to a longer or shorter time period, the deponent may change the form or the substance of the answer to a question, and may either approve the transcript of the deposition by signing it, or

refuse to approve the transcript by not signing it.

(c) Alternatively, within this same period, the deponent may change the form or the substance of the answer to any question and may approve or refuse to approve the transcript by means of a letter to the deposition officer signed by the deponent which is mailed by certified or registered mail with return receipt requested. A copy of that letter shall be sent by first-class mail to all parties attending the deposition.

(d) For good cause shown, the court may shorten the 30-day period for making changes, approving, or refusing to approve the transcript.

(e) The deposition officer shall indicate on the original of the transcript, if the deponent has not already done so at the office of the deposition officer, any action taken by the deponent and indicate on the original of the transcript, the deponent's approval of, or failure or refusal to approve, the transcript. The deposition officer shall also notify in writing the parties attending the deposition of any changes which the deponent timely made in person.

(f) If the deponent fails or refuses to approve the transcript within the allotted period, the

deposition shall be given the same effect as though it had been approved, subject to any changes timely made by the deponent.

(g) Notwithstanding subdivision (f), on a seasonable motion to suppress the deposition, accompanied by a meet and confer declaration under Section 2016.040, the court may determine that the reasons given for the failure or refusal to approve the transcript require rejection of the deposition in whole or in part.

(h) The court shall impose a monetary sanction under Chapter 7 (commencing with Section 2023.010) against any party, person, or attorney who unsuccessfully makes or opposes a motion to suppress a deposition under this section, unless the court finds that the one subject to the sanction acted with substantial justification or that other circumstances make the imposition of the sanction unjust.

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