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18 BANK OF AMERICA, N.A.

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

IN RE: BANK OF AMERICA
CALIFORNIA UNEMPLOYMENT
BENEFITS LITIGATION

Case No. 3:21-MD-02992-GPC-MSB

**DECLARATION OF LAURA G.
BRYN IN SUPPORT OF
DEFENDANT'S OPPOSITION TO
PLAINTIFFS' MOTION FOR
CLASS CERTIFICATION**

1 I, Laura Brys, state and declare as follows:

2 1. I am an attorney licensed to practice before this Court.

3 2. I am a senior attorney at Goodwin Procter LLP, attorneys of record for
4 Defendant BANK OF AMERICA, N.A. (“BANA”) in this action.

5 3. I make this declaration in support of Defendant’s Opposition to
6 Plaintiff’s *Ex Parte* Application (the “Application”) to File a 30-Page Reply Brief. I
7 have personal knowledge of the matters set forth in this Declaration and/or upon a
8 review of non-privileged records kept by Goodwin Procter LLP in the regular course
9 of its business, and if called upon to do so, I could and would testify competently to
10 same.

11 4. On February 28, 2024, counsel for BANA sent an email to Plaintiffs’
12 counsel, proposing page limits of thirty-five pages for the class certification motion
13 and opposition, and fifteen pages for reply. Alternatively, in that email, counsel for
14 BANA stated that BANA would not oppose a request for forty-five pages for the
15 motion and opposition, and twenty pages for reply (the “Agreed Limits”). The
16 parties, thus, agreed nine months ago to the Agreed Limits.

17 5. On July 24, 2024, Plaintiffs’ counsel sent an email “following up on our
18 prior agreement regarding page limits” and emailed a draft Joint Motion to expand
19 page limits for the class certification briefs to the Agreed Limits (45-45-20) from
20 February. Plaintiffs’ counsel then filed the Joint Motion, which the Court entered,
21 with BANA’s consent.

22 6. On October 28, 2024, Plaintiffs’ counsel sent an email stating that
23 Plaintiffs intended to seek a two-week extension of their class certification reply
24 deadline.

25 7. On October 29, 2024, counsel for BANA responded, requesting a copy
26 of the proposed motion and grounds for requesting an extension to assess whether
27 BANA can consent to Plaintiffs’ request. Plaintiffs never provided a copy of the
28

1 motion or grounds for the extension of time.

2 8. On November 18, 2024 at 8:28 p.m., Plaintiffs' counsel advised BANA
3 via email that they intended to seek a 10-page expansion of page limits for their reply
4 brief.

5 9. On November 19, 2024 at 10:55 a.m., counsel for BANA advised
6 Plaintiffs' counsel via email that BANA opposed their requested relief.

7 10. The parties had agreed to the 45-45-20 Agreed Limits since February
8 2024. We do not believe good cause exists to expand the Agreed Limits based on
9 Plaintiffs' Application.

10
11 I declare under the penalty of perjury that the foregoing is true and correct.
12 Executed on this 19th day of November, 2024.

13
14
15 By: s/ Laura G. Brys
LAURA G. BRYs