IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

CHANEL ADAVENAIXX, individually and on behalf of all similarly situated, *Plaintiff*, v. HOWARD UNIVERSITY, *Defendant*.	No. 1:23-cv-00663-DLF

DECLARATION OF L. TIMOTHY FISHER IN SUPPORT OF PLAINTIFF'S MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND INCENTIVE AWARD

I, L. Timothy Fisher, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am a Partner at Bursor & Fisher, P.A., and I am Class Counsel in this action. I am an attorney at law licensed to practice in the State of California. I make this Declaration in support of Plaintiff's Motion for Attorneys' Fees, Costs, Expenses, And Incentive Award and am fully competent to do so. I have personal knowledge of all matters set forth herein unless otherwise indicated, and, if called upon to testify, I could and would competently do so.

2. Attached hereto as **Exhibit A** is a true and correct copy of the Parties' Class Action Settlement Agreement, and the exhibits attached thereto.

3. Beginning in March 2020, Class Counsel commenced a pre-suit investigation of Defendant's practices related to COVID-19 campus closures, price differentials between in-person versus online education options, and refunds or discounts of tuition and fees in light of COVID-19 campus closures.

4. On October 7, 2020, Plaintiff filed a putative class action against Howard University ("Howard"), seeking a partial refund of tuition and certain mandatory fees paid for the

second half of the Spring 2020 semester following Howard's transition from in-person to remote educational instruction in response to the Novel Coronavirus Disease 2019 ("COVID-19") pandemic. Plaintiff asserted claims for breach of contract and unjust enrichment, among others. *See Adavenaixx v. Howard Univ.*, No. 1:20-cv-02872-TJK (D.D.C) (ECF No. 1) ("*Adavenaixx I*"). On December 4, 2020, Plaintiff voluntarily dismissed *Adavenaixx I* without prejudice before Howard filed its responsive pleading. *Adavenaixx I*, at ECF No. 9.

5. *Adavenaixx I* was filed four (4) months after a different plaintiff (also represented by Class Counsel in this case), filed *Payne v. Howard Univ.*, Case No. 1:20-cv-01314 (D. Md.), later transferred to this District and assigned Case No. 1:20-cv-03792-DLF (D.D.C) ("*Payne* Action"), another putative class action asserting similar claims and seeking tuition and fee refunds for the second half of the Spring 2020 semester. After the Court denied in part Howard's Rule 12(b)(6) motion in the *Payne* Action, the Parties entered into a brief stay pending the outcome of appeals in other COVID-19 tuition litigation (*Shaffer v. George Washington University*, No. 21-7040 (D.C. Cir.), and *Qureshi v. American University*, No. 21-7064 (D.C. Cir.)). Thereafter, per the appellate court's orders, the dismissals of the complaints in the *George Washington* and *American University* actions were reversed and the matters remanded to the lower court for further proceedings, with the Circuit holding that the plaintiffs had pled claims for breach of implied contract and, in the alternative, for unjust enrichment. *Shaffer v. George Washington University*, 27 F.4th 754 (D.C. Cir. 2022). Following this, the *Payne* Action proceeded to discovery.

6. On August 4, 2022, Howard provided written responses to Plaintiff Payne's first set of twenty (20) interrogatories and first set of twenty-six (26) document requests. On January 23, 2023, after several meet-and-confers addressing Howard's written responses, Howard made its initial production of documents.

7. On January 25, 2023, Howard served its first set of interrogatories and document requests on Mr. Payne. Mr. Payne did not respond to Howard's discovery requests, and instead, on April 10, 2023, moved to voluntarily dismiss his case because he had filed a petition for bankruptcy and obtained a bankruptcy discharge during the pendency of the proceedings. On April 12, 2023, the Court granted Payne's motion to dismiss.

8. On March 10, 2023, Plaintiff filed this putative class action against Howard for similar claims as asserted in *Adavenaixx I* and the *Payne* Action. ECF No. 1. On June 5, 2023, Howard filed its Answer in this Action. ECF No. 12. Following this, the Parties started to engage in formal discovery and entered into Confidentiality Agreements and Discovery Agreements. ECF Nos. 16-17. The Parties to this Action subsequently agreed, in order to avoid duplication, that some of the discovery previously exchanged in the *Payne* Action could be used in this action. ECF No. 21.

9. On September 27, 2023, this Action was referred to mediation (ECF No. 22), and on November 7, 2023, the Parties engaged in a full day mediation with the assistance of Magistrate Judge G. Michael Harvey. At the conclusion of the mediation session, the Parties agreed to a $2,073,680 payment to settle the Action, subject to Court approval.

10. Plaintiff believes that the claims asserted in the Action have merit. Nonetheless, Plaintiff and her counsel recognize that Howard raised factual and legal defenses in the Action that present a risk that Plaintiff may not prevail at class certification, at summary judgment, at trial, or on appeal. Plaintiff and her counsel have also taken into account the costs, risks, and delays associated with the continued litigation of the Action, including litigating any appeals issued by this Court. Therefore, Plaintiff and her counsel believe that it is desirable that the Released Claims

be fully and finally compromised, settled, and resolved with prejudice, and barred under the terms and conditions set forth in the Settlement.

11. Howard denies all allegations of wrongdoing, fault, liability or damage to the Class Representative and the Settlement Class, and denies that it acted improperly or wrongfully in any way in temporarily transitioning to remote instruction in response to the COVID-19 pandemic.

12. Nevertheless, taking into account the uncertainty and risks inherent in litigation generally and the benefits that current and former students will receive from a negotiated settlement, Howard considers it desirable to resolve the Action on the terms and conditions stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that the Settlement on the terms and conditions set forth herein is in Howard's best interests.

13. Based on their comprehensive examination and evaluation of the law and facts relating to the matters at issue in the Action, Class Counsel and Howard's Counsel have concluded that the terms and conditions of the Settlement are fair, reasonable, and adequate to resolve the alleged claims of the Settlement Class Members, and that it is in the best interests of the Settlement Class Members to settle the claims raised in the Action under the terms and conditions set forth in the Settlement.

14. Counsel prepared and filed their motion for preliminary approval of the Settlement Agreement. On June 18, 2024, the Court granted preliminary approval of the Settlement Agreement. ECF No. 38. During and since that time, Class Counsel has worked with the Settlement Administrator to administer the Notice Plan, has communicated with numerous Class Members on their rights, and has working towards the Fairness Hearing that is scheduled before the Court on October 1, 2024 at 11:00 a.m. at the U.S. District Court for the District of Columbia, 333 Constitution Avenue N.W., Washington D.C. 20001.

15. During and since that time, Class Counsel has worked with the Settlement Administrator to administer the Notice Plan. Class Counsel has also communicated with Class Members, including fielding numerous phone calls from Class Members regarding the Settlement.

16. The resulting Settlement creates a $2,073,680 settlement fund, which will be used to pay all approved claims by Settlement Class Members, notice and administration expenses, Court-approved incentive awards to Plaintiff, and attorneys' fees, costs, and expenses to Class Counsel to the extent awarded by the Court.

17. Pursuant to the terms of the Proposed Settlement, Settlement Class Members (which consist of current and former Howard students) will automatically receive a *pro rata* share of the Settlement Amount, unless they exclude themselves from the Settlement. The equal payment for each Settlement Class Member will be calculated by dividing the available Settlement Fund by the number of Settlement Class Members, as determined by the Settlement Administrator based on the Class List provided by Defendant.

18. Settlement Class Members will have the ability to opt via an election form to receive their payment by check, Venmo, or pre-paid Visa card. In the event a Settlement Class Member does not submit an Election Form, the Settlement Class Member will receive a payment in the form of a check sent to the Settlement Class Member's last known address.

19. The parties agreed to the terms of the Settlement through experienced counsel who possessed all the information necessary to evaluate the case, determined all the contours of the proposed class, and reached a fair and reasonable compromise after negotiating the terms of the Settlement at arms' length.

20. Plaintiff and Class Counsel recognize that despite our belief in the strength of Plaintiff's claims, and Plaintiff's and the Class' ability to secure an award of damages, the expense,

duration, and complexity of protracted litigation would be substantial and the outcome of trial uncertain. Thus, the Settlement secures a more proximate and more certain monetary benefit to the Class than continued litigation.

21. Plaintiff and Class Counsel are also mindful that absent a settlement, the success of Defendant's various defenses in this case could deprive the Plaintiffs and the Settlement Class Members of any potential relief whatsoever. Indeed, a number of courts across the country have granted motions for summary judgment in favor of the university defendants. *See Randall v. University of the Pacific*, 2022 WL 1720085 (N.D. Cal. May 28, 2022); *Choi v. Brown University*, 2022 WL 843762 (D.R.I. Mar. 22, 2022); *Berlanga et al v. University of San Francisco*, Case No. CGC-20-584829 (Ca. Super. Ct. San Fran. Cnty.) (July 19, 2022 Order, granting summary judgment for defendant on all counts except California's UCL); *Zwiker v. Lake Superior State Univ.*, 2022 WL 414183 (Mich. Ct. App. Feb. 10, 2022) (affirming trial court grant of motions for summary disposition in three consolidated matters).

22. Defendant is also represented by highly experienced attorneys who have made clear that absent a settlement, they were prepared to continue their vigorous defense of this case. Plaintiff and Class Counsel are also aware that Defendant was initially partially successful in its arguments on the motion to dismiss. Defendant then filed a motion to certify an appeal pursuant to 28 U.S.C. § 1292(b) which was granted, to allow it to appeal the portion of the decision with which it disagreed. Looking forward, Plaintiff still had the obstacle of certifying a class. Moreover, Defendant would likely file a motion for summary judgment as well as motions to strike expert testimony. In addition, even if Plaintiff's motion for class certification was granted, Defendant could file a Petition for Permission to Appeal Pursuant to Fed. R. Civ. P. 23(f). Looking beyond trial, Plaintiffs are aware that Defendant could appeal the merits of any adverse decision.

Thus, there was a significant risk of delay in achieving final resolution of this matter.

23. Since the Court granted preliminary approval, my firm has worked with the Settlement Administrator, Epiq Systems, Inc. ("Epiq"), to carry out the Court-ordered notice plan. Specifically, my firm reviewed the final claim and notice forms, and reviewed and tested the settlement website before it launched live.

24. Since class notice has been disseminated, my firm has worked with Epiq on a weekly basis to monitor settlement claims and any other issues that may arise. My firm has also fielded calls from Settlement Class Members.

25. As of the filing of this motion, no Class Member has filed an objection to the Settlement Agreement and the response from Class Members has been positive in communications with Class Counsel.

26. My firm undertook this matter on a contingency basis. Through August 27, 2024, my firm expended 487.3 hours in this case with a lodestar of $349,180.00. Gainey McKenna & Egleston expended 431.6 hours with a lodestar of $354,523.25. *See* Declaration of Thomas J. McKenna. Silverman Thompson expended 36.2 hours with a lodestar of $17,095.00. In total, Class Counsel expended 955.1 hours with a lodestar of $720,798.25.

27. The chart below summarizes the hours, hourly rates, and lodestar of each of the Bursor & Fisher, P.A. professionals who performed work on this matter:

NAME		HOURS	RATE	LODESTAR
L. Timothy Fisher	P	90.5	$1,100.00	$99,550.00
Joel Smith	P	0.2	$1,000.00	$200.00
Sarah Westcot	P	0.2	$900.00	$180.00
Neal J. Deckant	P	185.8	$850.00	$157,930.00
Stephen N. Beck	ASE	0.6	$600.00	$360.00
Rachel Miller	ASE	0.3	$600.00	$180.00
Julia Venditti	ASE	101.3	$500.00	$50,650.00
Joshua Glatt	ASE	4.7	$400.00	$1,880.00
Joshua Wilner	ASE	34.2	$400.00	$13,680.00

Emily Horne	ASE	16.2	$400.00	$6,480.00
Jenna Gavenman	ASE	2.6	$400.00	$1,040.00
Debbie L. Schroeder	SLSS	3.6	$350.00	$1,260.00
Rebecca S. Richter	SLSS	1.2	$350.00	$420.00
J. Georgina McCulloch	SLSS	2.1	$350.00	$735.00
Molly C. Sasseen	SLSS	29.5	$350.00	$10,325.00
Steven Riley	SLSS	0.4	$350.00	$140.00
Judy M. Fontanilla	LSS	13.4	$300.00	$4,020.00
Alex Riggsby	LSS	0.40	$300.00	$120.00
Emily Knepler	LSS	0.1	$300.00	$30.00
Grand Total		**487.3**		**$349,180.00**

Partner (P)
Associate (ASE)
Law Clerk (LC)
Senior Litigation Support Specialist (SLSS)
Litigation Support Specialist (LSS)

28. I supervised and worked directly with the attorneys and other professional staff who billed time to this matter. I can aver that the hours reported and the work they reflect were reasonably necessary to the successful commencement, prosecution, and settlement of the Action. I have personally reviewed all of my firm's time entries associated with this case, and have used billing judgment to ensure that duplicative and unnecessary time has been excluded and that only time reasonably devoted to the litigation has been included. My firm's time entries were regularly and contemporaneously recorded by myself and the other timekeepers pursuant to firm policy and have been maintained in the computerized records of my firm. To the extent the Court would like detailed billing records, Bursor & Fisher, P.A. could provide those to the Court.

29. In addition to the time enumerated above, I estimate that my firm will incur an additional 50-75 hours of future work in connection with the preparation of Plaintiff's Motion for Final Approval, the fairness hearing, coordinating with Epiq, monitoring settlement administration, and responding to Settlement Class Member inquiries.

30. Due to the commitment of time and capital investment required to litigate this action, my firm had to forego other work, including hourly non-contingent matters, and other class action matters.

31. To date, my firm has also expended $1,366.42 in out-of-pocket costs and expenses in connection with the prosecution of this case. These costs and expenses are reflected in the records of my firm and were necessary to prosecute this litigation. Cost and expense items are billed separately, and such charges are not duplicated in my firm's billing rates. These expenses are detailed in the chart below:

CATEGORY	TOTAL
Filing fees and pro hac vice fees	$1,198.00
Research expenses	$28.30
Service of process	$140.12
TOTAL:	**$1,366.42**

32. In addition to the out-of-pocket costs and expenses incurred by my firm, Gainey McKenna & Egleston expended $2,094.44 in out-of-pocket costs and expenses and Silverman Thompson expended $1,145.70. *See* McKenna Decl. In total, Class Counsel expended $4,606.56 in out-of-pocket costs and expenses.

33. Included in the chart above detailing my firm's time on this matter are the hourly rates charged for lawyers and staff at my firm at the time the work was completed. Based on my knowledge and experience, the hourly rates charged by my firm are within the range of market rates charged by attorneys of equivalent experience, skill, and expertise. As a matter of firm policy, we do not discount our regular hourly rates for non-contingent hourly work. I have personal knowledge of the range of hourly rates typically charged by counsel in our field in New York, California, Florida, and elsewhere, both on a current basis and in the past. In determining my firm's hourly rates from year to year, my partners and I have consciously taken market rates into

account and have aligned our rates with the market.

34. Through my practice, I have become familiar with the non-contingent market rates charged by attorneys in New York, California, Florida, and elsewhere (my firm's offices are in New York City, Walnut Creek, California, and Miami, Florida). This familiarity has been obtained in several ways: (1) by litigating attorneys' fee applications; (2) by discussing fees with other attorneys; (3) by obtaining declarations regarding prevailing market rates filed by other attorneys seeking fees; and (4) by reviewing attorneys' fee applications and awards in other cases, as well as surveys and articles on attorney's fees in the legal newspapers and treatises. The information I have gathered shows that my firm's rates are in line with the non-contingent market rates charged by attorneys of reasonably comparable experience, skill, and reputation for reasonably comparable class action work. In fact, comparable hourly rates have been found reasonable by various courts for reasonably comparable services, including:

i. *Henderson v. Volvo Cars of N. Am., LLC*, 2013 WL 1192479, at *16 (D.N.J. Mar. 22, 2013), approving rate of up to $700 per hour as "entirely consistent with hourly rates routinely approved by this Court in complex class action litigation."

ii. *In re Merck & Co., Inc. Vytorin Erisa Litig.*, 2010 WL 547613, at *12–13 (D.N.J. Feb. 9, 2010), approving a range of $250-$835 per hour.

iii. *Laydon v. Mizuho Bank, Ltd.*, No. 1:12-cv-03419-GBD, ECF No. 837 (S.D.N.Y. Dec. 7, 2017), approving partner rates of $875 to $975 and associate rates of $325 to $600.

iv. *In re Credit Default Swaps Antitrust Litig.*, 2016 WL 2731524, at *17 (S.D.N.Y. April 26, 2016), approving partner rates of $834 to $1,125 and associate rates of $411 to $714.

v. *In re Platinum & Palladium Commod. Litig.*, Slip Op. No. 10-cv-3617, 2015 U.S. Dist. LEXIS 98691, at *13 (S.D.N.Y. July 7, 2015), approving billing rates of $950 and $905 per hour and referring to a recent National Law Journal survey yielding an average hourly partner billing rate of $982 in New York.

vi. *In re Bear Stearns Cos., Inc. Sec., Deriv., & ERISA Litig.*, Case No. 1:08-md-01963-RWS, 909 F. Supp. 2d 259, 271-72 (S.D.N.Y. 2012), approving fee award

based on hourly rates ranging from $275 to $650 for associates and $725 to $975 for partners, as set forth in ECF No. 302-5.

vii. *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Prods. Liab. Litig.*, Case No. 15-md-02672-CRB, ECF No. 3053 (N.D. Cal. Mar. 17, 2017), approving partner rates up to $1,600, and associate rates up to $790.

viii. *In re TFT-LCD (Flat Panel) Antitrust Litigation*, Case No. 07-md-1827-SI, ECF No. 1827 (N.D. Cal. 2013), an antitrust class action in which the court found blended hourly rates of $1000, $950, $861, $825, $820, and $750 per hour reasonable for the lead class counsel.

ix. *Williams v. H&R Block Enterprises, Inc.*, Alameda County Superior Ct. No. RG08366506, Order of Final Approval and Judgment filed November 8, 2012, a wage and hour class action, in which the court found the hourly rates of $785, $775, and $750 reasonable for the more senior class counsel.

x. *Luquetta v. The Regents of the Univ. of California*, San Francisco Superior Ct. Case No. CGC-05-443007, Order Granting Plaintiff's Motion for Common Fund Attorneys' Fees and Expenses, filed October 31, 2012, a class action to recover tuition overcharges, in which the court found the hourly rates of $850, $785, $750, and $700 reasonable for plaintiffs' more experienced counsel.

xi. *Pierce v. County of Orange*, 905 F. Supp. 2d 1017 (C.D. Cal. 2012), a civil rights class action brought by pre-trial detainees, in which the court approved a lodestar-based, *inter alia*, on 2011 rates of $850 and $825 per hour.

xii. *Holloway et. al. v. Best Buy Co., Inc.*, Case No. 05-cv-5056-PJH (N.D. Cal. 2011) (Order dated November 9, 2011), a class action alleging that Best Buy discriminated against female, African American and Latino employees by denying them promotions and lucrative sales positions, in which the court approved lodestar-based rates of up to $825 per hour.

xiii. *Californians for Disability Rights, Inc., et al. v. California Department of Transportation, et al.*, 2010 U.S. Dist. LEXIS 141030 (N.D. Cal. 2010), adopted by Order Accepting Report and Recommendation filed February 2, 2011, a class action in which the court found reasonable 2010 hourly rates of up to $835 per hour.

xiv. *Qualcomm, Inc. v. Broadcom, Inc.*, Case No. 05-cv-1958-B, 2008 WL 2705161 (S.D. Cal. 2008), in which the court found the 2007 hourly rates requested by Wilmer Cutler, Pickering, Hale & Dorr LLP reasonable; those rates ranged from $45 to $300 for staff and paralegals, from $275 to $505 for associates and counsel, and from $435 to $850 for partners.

35. The reasonableness of my firm's hourly rates is also supported by several surveys of legal rates, including the following:

i. In an article entitled "Big Law Rates Topping $2,000 Leave Value 'In Eye of Beholder,'" written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the $2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit B**.

ii. The CounselLink Enterprise Management Trends Report for June 2022 states that the median partner rate in New York was $1,030. The report also notes that median partner rates have grown by 4.0% in San Francisco and 4.3% in New York. A true and correct copy of this article is attached hereto as **Exhibit C**.

iii. In an article entitled "On Sale: The $1,150-Per Hour Lawyer," written by Jennifer Smith and published in the Wall Street Journal on April 9, 2013, the author describes the rapidly growing number of lawyers billing at $1,150 or more revealed in public filings and major surveys. The article also notes that in the first quarter of 2013, the 50 top-grossing law firms billed their partners at an average rate between $879 and $882 per hour. A true and correct copy of this article is attached hereto as **Exhibit D**.

iv. In an article published April 16, 2012, the Am Law Daily described the 2012 Real Rate Report, an analysis of $7.6 billion in legal bills paid by corporations over a five-year period ending in December 2011. A true and correct copy of that article is attached hereto as **Exhibit E**. That article confirms that the rates charged by experienced and well-qualified attorneys have continued to rise over this five-year period, particularly in large urban areas like the San Francisco Bay Area. It also shows, for example that the top quartile of lawyers bill at an average of "just under $900 per hour."

v. Similarly, on February 25, 2011, the Wall Street Journal published an on-line article entitled "Top Billers." A true and correct copy of that article is attached hereto as **Exhibit F**. That article listed the 2010 and/or 2009 hourly rates for more than 125 attorneys, in a variety of practice areas and cases, who charged $1,000 per hour or more. Indeed, the article specifically lists *eleven* (11) Gibson Dunn & Crutcher attorneys billing at $1,000 per hour or more.

vi. On February 22, 2011, the ALM's Daily Report listed the 2006-2009 hourly rates of numerous San Francisco attorneys. A true and correct copy of that article is attached hereto as **Exhibit G**. Even though rates have increased significantly since that time, my firm's rates are well within the range of rates shown in this survey.

vii. The Westlaw Court Express Legal Billing Reports for May, August, and December 2009 (attached hereto as **Exhibit H**) show that as far back as 2009, attorneys with as little as 19 years of experience were charging $800 per hour or more, and that the rates requested here are well within the range of those reported. Again, current rates are significantly higher.

viii. The National Law Journal's December 2010, nationwide sampling of law firm billing rates (attached hereto as **Exhibit I**) lists 32 firms whose highest rate was $800 per hour or more, eleven firms whose highest rate was $900 per hour or more, and three firms whose highest rate was $1,000 per hour or more.

ix. On December 16, 2009, The American Lawyer published an online article entitled "Bankruptcy Rates Top $1,000 in 2008-2009." That article is attached hereto as **Exhibit J**. In addition to reporting that several attorneys had charged rates of $1,000 or more in bankruptcy filings in Delaware and the Southern District of New York, the article also listed 18 firms that charged median partner rates of from $625 to $980 per hour.

x. According to the National Law Journal's 2014 Law Firm Billing Survey, law firms with their largest office in New York have average partner and associate billing rates of $882 and $520, respectively. Karen Sloan, *$1,000 Per Hour Isn't Rare Anymore; Nominal Billing Levels Rise, But Discounts Ease Blow*, National Law Journal, Jan. 13, 2014. The survey also shows that it is common for legal fees for partners in New York firms to exceed $1,000 an hour. *Id.* A true and correct copy of this survey is attached hereto as **Exhibit K**.

36. Given my firm's unique experience and track record of success, my hourly rate is set at $1,100. My firm's rates have been deemed reasonable by Courts across the country, including in New Jersey, New York, California, Michigan, Illinois, and Missouri, for example:

i. *Isley, et al. v. BMW of North America*, Case No. 2:19-cv-12680-ESK, ECF No. 69 (D.N.J. Jan. 10, 2022), approving Bursor & Fisher, P.A.'s rates and awarding the full requested fee amount.

ii. *Russett v. Northwestern Mutual Life Insurance Co.*, Case No. 19-cv-07414, S.D.N.Y. (Oct. 6, 2020 Final Judgment And Order Of Dismissal With Prejudice).

iii. *Edwards v. Hearst Communications, Inc.*, Case No. 15-cv-09279, S.D.N.Y. (Apr. 24, 2019 Final Judgment *And* Order Of Dismissal With Prejudice).

iv. *Taylor v. Trusted Media Brands, Inc.*, Case No. 16-cv-01812, S.D.N.Y. (Feb. 1, 2018 Final Judgment And Order Of Dismissal With Prejudice).

v. *Rodriguez v. CitiMortgage, Inc.*, Case No. 11-cv-4718, S.D.N.Y. (Oct. 6, 2015), the court concluded during the *fairness* hearing that Bursor & Fisher's rates for two of its partners, Joseph Marchese and Scott Bursor, were "reasonable."

vi. *Perez v. Rash Curtis & Associates*, 2020 WL 1904533, at *20 (N.D. Cal. Apr. 17, 2020) (concluding that "blended rate of $634.48 is within the reasonable range of

rates").

vii. *In re Haier Freezer Consumer Litig.*, Case No. C11-02911 EJD, N.D. Cal. (Oct. 25, 2013 Final Judgment And *Order* Granting Plaintiffs' Motion For Final Approval Of Class Action Settlement And For Award Of Attorneys' Fees, Costs And Incentive Awards).

viii. *Kokoszki v. Playboy Enterprises, Inc.*, Case No. 19-cv-10302, E.D. Mich. (Aug. 19, 2020 Final Judgment And Order Of Dismissal With Prejudice).

ix. *Moeller v. American Media, Inc.*, Case No. 16-cv-11367, E.D. Mich. (Sept. 28, 2017 Order And Judgment Of Dismissal With Prejudice).

x. *In re Michaels Stores Pin Pad Litigation*, Case No. 11-cv-03350, N.D. Ill. (Apr. 17, 2013 Order Approving *Settlement*).

xi. *In re Blue Buffalo Company, Ltd. Marketing and Sales Practices Litigation*, Case No. 14-md-02562, E.D. Mo. (June 16, 2016 Order Awarding Fees And Costs).

xii. *Rossi v. The Procter & Gamble Co.*, Case No. 11-7238, D.N.J. (Oct. 3, 2013 Final Approval Order And Judgment).

37. No court has ever cut my firm's fee application by a single dollar on the basis that our hourly rates were not reasonable.

38. Attached hereto as **Exhibit L** is a current firm resume for Bursor & Fisher, P.A.

39. As aforementioned, my firm, Bursor & Fisher, P.A., has significant experience litigating class actions of similar size, scope, and complexity to the instant action. (*See* Ex. L; Firm Resume of Bursor & Fisher, P.A.). We have successfully obtained similar settlements for students in *Wright v. Southern New Hampshire Univ.*, 1:20-cv-00609-LM (D.N.H. 2021); *Martin v. Lindenwood Univ.*, 4:20-cv-01128-RLW (E.D. Mo. 2022); *Fittipaldi v. Monmouth University*, 3:20-cv-05526-MAS-RLS (D.N.J. 2022); and *Ninivaggi et al. v. University of Delaware*, 1:20-cv-01478-SB (D. Del.).

40. My firm has also been recognized by courts across the country for its expertise. (*See* Ex. L); *see also Ebin v. Kangadis Food Inc.*, 297 F.R.D. 561, 566 (S.D.N.Y. 2014) (Rakoff,

J.) ("Bursor & Fisher, P.A., are class action lawyers who have experience litigating consumer claims. … The firm has been appointed class counsel in dozens of cases in both federal and state courts, and has won multi-million dollar verdicts or recoveries in five class action jury trials since 2008.")[1]; *Williams v. Facebook, Inc.*, Case No. 3:18-cv-01881, ECF No. 51 (N.D. Cal. June 26, 2018) (appointing Bursor & Fisher class counsel to represent a putative nationwide class of all persons who installed Facebook Messenger applications and granted Facebook permission to access their contact list).

41. Moreover, my firm has served as trial counsel for class action plaintiffs in six jury trials and has won all six, with recoveries ranging from $21 million to $299 million.

42. My firm extensively investigated Plaintiff's legal and factual allegations arising from American's campus closure in response to COVID-19. Our work included, *inter alia*, conducting an extensive factual investigation, including (i) interviewing witnesses with knowledge of the underlying allegations set forth in the Complaint; (ii) reviewing records and documents provided by the Plaintiffs (iii) reviewing public statements issued by Howard; (iv) reviewing Howard's course registration portals and materials, various policy documents, and handbooks; and (v) reviewing other publicly available information on Howard's website.

43. I am of the opinion that Chanel Adavenaixx's active involvement in this case was critical to its ultimate resolution. She took her roles as class representatives seriously, devoting significant amounts of time and effort to protecting the interests of the class. Without her willingness to assume the risks and responsibilities of serving as the class representative, I do not believe such a strong result could have been achieved.

[1] Bursor & Fisher has since won a sixth jury verdict in *Perez v. Rash Curtis & Associates*, Case No. 4:16-cv-03396-YGR (N.D. Cal.), for $267 million.

44. Chanel Adavenaixx equipped my firm and co-counsel Gainey McKenna & Egleston with critical details regarding her experiences with Defendant. She assisted our firms in investigating her claims, detailing her experiences at Howard during the Spring 2020 Semester, supplying supporting documentation, aiding in drafting the Complaint and amendments thereto, overseeing the prosecution of the litigation, consulting with counsel during the litigation, and participating in the settlement process. Chanel Adavenaixx was prepared to testify at trial, if necessary. And she was actively consulted during the settlement process.

45. In short, Chanel Adavenaixx assisted our firms in pursuing this action on behalf of the class, and her involvement in this case has been nothing short of essential.

I declare under penalty of perjury that the above and foregoing is true and accurate. Executed this 9th day of September, 2024 at Walnut Creek, California.

/s/ L. Timothy Fisher
L. Timothy Fisher

EXHIBIT A

DocuSign Envelope ID: 708C7E4C-DBE5-4AE5-8465-D764BE0803C8

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

CHANEL ADAVENAIXX, individually and on behalf of all similarly situated, *Plaintiff*, v. HOWARD UNIVERSITY, *Defendant*.	Civil Action No. 1:23-cv-00663-DLF

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the "Agreement") is made as of April __, 2024, by and among: (i) Plaintiff and Settlement Class Representative Chanel Adavenaixx (the "Settlement Class Representative"), and (ii) Defendant Howard University ("Howard").[1] The Settlement Class Representative and Howard are individually each a "Party," and collectively, the "Parties." This Agreement is entered in order to effectuate a full and final settlement and dismissal with prejudice of the Released Claims, on the terms set forth in this Agreement and subject to final approval of the Court.

WHEREAS, the Settlement Class Representative asserted claims on behalf of a putative class against Howard to recover for the alleged lost benefit of the in-person instruction for which she alleges she contracted and paid, in connection with Howard's temporary transition to remote instruction necessitated by the COVID-19 global pandemic and associated government orders;

[1] All terms with initial capitalizations not otherwise defined shall have the meanings set forth in the Definitions Section.

WHEREAS, Howard denies any wrongdoing in connection with its temporary transition to remote instruction;

WHEREAS, the Settlement Class and Howard desire to settle their disputes without further litigation on the terms and conditions set forth in this Agreement;

WHEREAS, in consideration of the promises and the mutual covenants set forth in this Agreement, the Settlement Class, acting by and through Class Counsel, and Howard have agreed to the terms and conditions set forth in this Agreement.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, IT IS HEREBY AGREED by the Parties, subject to Court approval, as follows:

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below:

1. **"Action"** means *Adavenaixx v. Howard University*, C.A. No. 1:23-cv-00663-DLF (D.D.C.).

2. **"Administration Expenses"** means (i) the costs, fees, and expenses incurred by the Claims Administrator in connection with its functions as described in this Agreement; (ii) fees and expenses incurred in connection with the Escrow Account; and (iii) Taxes.

3. **"Agreement"** means this Settlement Agreement and the *In Camera* Supplement together.

4. **"Claims Administrator"** means Epiq Class Action & Claims Solutions, Inc., or such other reputable class settlement administration company or person approved by the Court to perform certain duties specified in the Agreement, including without limitation serving as Escrow Agent for the Settlement Fund, overseeing distribution of Notice, handling all approved payments

out of the Settlement Fund, and handling the determination, payment and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties) that may be owed on any income earned by the Settlement Fund. Class Counsel's assent to this Agreement shall constitute consent on behalf of each and every member of the Settlement Class to disclose to Class Counsel and the Claims Administrator all information called for by the Claims Administrator to perform its duties and functions under this Agreement, consistent with the written consent provisions of the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and Howard University's Student Privacy Rights Policy.

5. **"Class Counsel"** means the law firms Gainey McKenna & Egleston and Bursor & Fisher, P.A.

6. **"Class List"** means the list described in Section IV.1.

7. **"Class Representative Award"** means the payment from the Settlement Fund awarded by the Court to the Settlement Class Representative.

8. **"Court"** means the United States District Court for the District of Columbia and/or Judge Dabney L. Friedrich.

9. **"Day"** or **"Days"** has the meaning ascribed in Federal Rule of Civil Procedure 6. All time periods specified in this Agreement shall be computed in a manner consistent with Federal Rule of Civil Procedure 6.

10. **"Effective Date"** means the first date after which all of the following events and conditions have been met or have occurred: (i) Class Counsel and Howard have executed the Agreement; (ii) the Court has entered the Preliminary Approval Order; (iii) the Court has entered Final Judgment; and (iv) the Final Judgment becomes Final.

11. **"Escrow Account"** means the separate, interest-bearing escrow account to be established by the Claims Administrator under terms agreed upon by all Parties at a depository insured by the Federal Deposit Insurance Corporation.

12. **"Escrow Agent"** means the Claims Administrator.

13. **"Fee and Expense Award"** means the amount of attorneys' fees and reimbursement of litigation expenses awarded by the Court to Class Counsel payable from the Settlement Fund.

14. **"FERPA"** means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and associated regulations, 34 C.F.R. Part 99 (collectively, "FERPA").

15. **"FERPA Block"** means a student or former student's exercise of their right under FERPA to prevent Howard's disclosure of their name, mailing address, and/or email address by asking the University to keep their records with the Registrar "confidential."

16. **"Final"** (with respect to a judgment or any other court order) means: (i) if no appeal is taken, the expiration of the time to file a notice of appeal under the Federal Rules of Appellate Procedure; or (ii) if an appeal is taken from the judgment or order: (a) the date of final dismissal of any such appeal, or the final dismissal of any proceeding on certiorari or otherwise; or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant.

17. **"Final Approval Hearing"** means the hearing before the Court where the Parties will request that the Court enter Final Judgment approving the Agreement and the Court will determine the Fee and Expense Award and the Class Representative Award.

18. **"Final Judgment"** means the final judgment and order to be entered by the Court approving the Agreement.

19. **"Howard Counsel"** means the law firm Crowell & Moring LLP.

20. **"*In Camera* Supplement"** means the agreement containing certain confidential terms allowing termination of the Settlement Agreement that will be submitted *in camera* to the Court.

21. **"Long Form Notice**" means the Notice of Class Action Settlement and Hearing, substantially in the form of the attached Exhibit A-2.

22. **"Net Settlement Fund"** means the Settlement Fund less any (i) Administration Expenses; (ii) Fee and Expense Award; and (iii) Class Representative Award.

23. **"Notice"** means the notice of this Agreement that is to be sent to the Settlement Class in the manner set forth in this Agreement consistent with the requirements of due process and Federal Rule of Civil Procedure 23, and which is substantially in the form of the attached Exhibits A-1 and A-2.

24. **"Notice and Administration Costs"** means the reasonable and authorized costs and expenses of providing notice in accordance with the Preliminary Approval and any other orders of the Court, including without limitation the cost of providing Notice and all reasonable and authorized costs and expenses incurred in administering the Agreement.

25. **"Opt-Out"** means a member of the Settlement Class who properly and timely submits a request for exclusion from the Agreement pursuant to Section V.

26. **"Opt-Out List"** means the list compiled by the Claims Administrator pursuant to Section V.6.

27. **"Opt-Out and Objection Date"** means the date prescribed by Section V.1.

28. **"Preliminary Approval"** means the Court's order or orders certifying the Settlement Class, directing notice to the Settlement Class, and preliminarily approving this Agreement and all exhibits under Federal Rule of Civil Procedure 23, where such approval is in substantially the same form as the proposed preliminary approval order filed simultaneously with this Agreement in the form of the attached Exhibit A.

29. **"Released Claims"** means any and all causes of action, suits, class actions, claims, liens, demands, judgments, costs, damages, obligations, and all other legal responsibilities in any form or nature, including without limitation all claims relating to or arising out of any state, local, or federal statute, ordinance, regulation, or claim at common law or in equity, whether past, present, or future, known or unknown, asserted or unasserted, arising out of or in any way allegedly related to tuition, fees and/or costs paid or incurred by or on behalf of any Settlement Class Member, to any Released Party, in connection with the Spring 2020 Semester and Howard's transition to remote instruction in response to the COVID-19 global pandemic, including without limitation all claims that were brought or could have been brought in the Action.

30. **"Released Parties"** means Howard and all of its present, future, and former officers, directors, trustees, academic affiliates, employees, faculty members, agents, representatives, attorneys, outside counsel, predecessors, successors, insurers, and assigns.

31. **"Releasing Parties"** means Plaintiff, Settlement Class Members, and all of their respective present or past heirs, executors, parents, family members, lenders, funders, payors (*i.e.*, any person who paid or incurred tuition and/or fees by or on behalf of Plaintiff or any Settlement Class Member, to any Released Party, in connection with the Spring 2020 Semester), estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors,

managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, trusts, limited liability companies, partnerships and corporations.

32. **"Settlement Amount"** means the amount of $2,073,680 to be paid by or on behalf of Howard as consideration in full and total satisfaction of Howard's monetary obligations under this Agreement.

33. **"Settlement Benefit"** means each Settlement Class Member's share of the Net Settlement Fund.

34. **"Settlement Class"** means a class to be certified by the Court pursuant to this Agreement solely for the purpose of effectuating this Agreement, and defined as all Howard students enrolled in the Spring 2020 Semester who did not withdraw by March 16, 2020 for whom any amount of tuition and/or fees was paid to Howard from any source other than a scholarship, grant, or tuition remission from Howard, or any other source that did not require repayment, and whose tuition and/or fees have not been fully refunded. Excluded from the Settlement Class are (i) any students who received full scholarships or tuition remission from Howard or who did not themselves ultimately pay any tuition or fees for the Spring 2020 Semester (*i.e.*, those whose tuition and fees were paid for by institutional aid, tuition benefits, federal/state/local grants, GI/Yellow Ribbon benefits, outside scholarships, and/or third-party sponsorships); (ii) the University and its officers, trustees and their family members; (iii) Class Counsel; (iv) the Judge presiding over the Action; and (v) all persons who properly execute and file a timely opt-out request to be excluded from the Settlement Class.

35. **"Settlement Class Member"** means a person who comes within the definition of the Settlement Class. A Settlement Class Member who asks to be excluded from the Settlement pursuant to Section V below is no longer a Settlement Class Member.

36. **"Settlement Class Representative"** means Plaintiff Chanel Adavenaixx.

37. **"Settlement Fund"** means the qualified settlement fund created by Howard's payments described in Section II and used to pay the monetary benefits to the Settlement Class Members, the Fee and Expense Award the Settlement Class Representative Award and the Claims Administrator's expenses and costs as described in this Agreement. All disbursements from the Settlement Fund shall be pursuant to the terms and conditions set out in this Agreement or pursuant to the Court's order.

38. **"Settlement Website"** means the website established by the Claims Administrator to aid in administering the Agreement.

39. **"Short Form Notice"** means the notice substantially in the form of the attached Exhibit A-1.

40. **"Spring 2020 Semester"** means the Spring 2020 academic semester at Howard that began on January 10, 2020 and ended on May 8, 2020.

41. **"Taxes"** means (i) all federal, state and/or local taxes of any kind (including any interest or penalties) on any income earned by the Settlement Fund; (ii) the reasonable expenses and costs incurred in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including without limitation the reasonable expenses of tax attorneys and accountants); and (iii) all taxes imposed on payments by the Settlement Fund, including withholding taxes.

DocuSign Envelope ID: 708C7E4C-DBEE-4AE5-8465-D764BE0803C8

42. **"Uncashed Settlement Checks"** means any checks sent to Settlement Class Members that remain uncashed after a period of one hundred and eighty (180) days from the date of distribution of checks to Settlement Class Members.

43. **"Unsuccessful Electronic Payments"** means any electronic payments via Venmo or pre-paid Visa card that are not successfully received by a Settlement Class Member after a period of one hundred and eighty (180) days from the date the electronic payment to the Settlement Class Member was initiated.

44. Other capitalized terms in this Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Agreement.

45. The plural of any defined term includes the singular, and the singular of any defined term includes the plural.

I. SETTLEMENT CLASS CERTIFICATION

1. Howard agrees that, solely for the purposes of this Agreement and its implementation, it will not oppose certification of a Settlement Class as described in this Agreement. Settlement Class Members and Class Counsel agree that they will not otherwise use, suggest or offer for any purpose the fact that Howard did not oppose certification of the Settlement Class solely for purposes of this Agreement, including without limitation in the event that this Agreement is not consummated and finally approved.

2. Based on an analysis of the facts and the law and taking into account the burden and expense of litigation, Class Counsel have concluded that this Agreement provides benefits to the Settlement Class Members and is fair, adequate, reasonable, and in the best interest of the Settlement Class Members. The Parties and Class Counsel agree to recommend approval of this Agreement by the Court, and to support approval of this Agreement as fair, adequate, and

reasonable. Class Counsel further agree to undertake their best efforts, including all reasonable and proper steps and efforts that may become necessary by order of the Court, to effectuate the terms and purposes of this Agreement, to secure the Court's approval, and to oppose any appeals from or challenges to the Final Approval.

II. SETTLEMENT RELIEF

1. Within twenty-one (21) business days after Final Judgment, Howard shall pay into the Escrow Account the Settlement Amount, less any costs of Notice and Administration Costs that Howard already remitted by then to the Claims Administrator related to effectuating Notice pursuant to Section IV.

2. Howard's payment of the Settlement Amount shall be in full and total satisfaction of Howard's monetary obligations in this Agreement. Howard shall in no event be obligated to contribute any amounts, or make any payments, in excess of the Settlement Amount.

3. The Net Settlement Fund will be divided equally among Settlement Class Members so that each receives an equal payment. The equal payment for each Settlement Class Member will be calculated by dividing the Net Settlement Fund by the number of individuals in the Settlement Class, as determined by the Claims Administrator based on the Class List. Amounts that otherwise would be distributed to Settlement Class Members who properly execute and file a timely opt-out request to be excluded from the Settlement Class pursuant to Section V will instead be totaled and distributed among all participating Settlement Class Members.

4. Each Settlement Class Member's Settlement Benefit will be distributed to that Settlement Class Member upon the Claims Administrator's determination of entitlement, with no further action required by that Settlement Class Member to receive the Settlement Benefit.

5. Unless the Settlement Class Member takes one of the actions described in this paragraph below, the Claims Administrator will send the Settlement Benefit to each Settlement Class Member by check mailed by regular mail to the Settlement Class Member's last known mailing address on file with Howard's Office of Enrollment Management. The Claims Administrator will provide a form on the Settlement Website that Settlement Class Members may use to (i) provide an updated address for receipt of their check; or (ii) elect to receive the Settlement Benefit by Venmo or a pre-paid Visa card instead of a paper check. Settlement Class Members wishing to receive payment by alternate means (i) or (ii) of this paragraph must provide the required updated address or election no later than forty-five (45) days after the Effective Date.

6. The Claims Administrator will send the Settlement Benefit to Settlement Class Members within sixty (60) days of the Effective Date.

7. At the discretion of the Claims Administrator, Uncashed Settlement Checks and Unsuccessful Electronic Payments either (i) shall be redistributed as a second distribution to Settlement Class Members who did not cash their checks or did not successfully receive a Venmo payment or pre-paid Visa card; or (ii) if the expense of making a second distribution is more than the total amount of the Uncashed Settlement Checks and Unsuccessful Electronic Payments, the total amount of the Uncashed Settlement Checks and Unsuccessful Electronic Payments, as well as any other amounts in excess of the payments and reimbursements set forth in this Agreement, shall fund either a specially authorized Howard scholarship fund or a charitable cause as agreed upon by the Parties.

III. RELEASE AND COVENANT NOT TO SUE

1. Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released,

DocuSign Envelope ID: 708C7E4C-DBEE-4AE5-8465-D764BE0803C8

relinquished, and discharged all Released Claims against each and every one of the Released Parties and their respective heirs, executors, administrators, predecessors, successors, insurers and assigns.

2. With respect to the Released Claims, the Releasing Parties stipulate and agree that, upon the Effective Date, they shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law. Section 1542 provides:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or the releasing party.

3. The Releasing Parties may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, for damages, injunctive relief, rescission, disgorgement, or restitution or any other right, remedy, or relief of every nature and description whatsoever, whether based on federal, state, local, statutory, or common law or any other law, rule, or regulation, including the law of any jurisdiction outside the United States, that were brought or could have been brought in the Action without regard to subsequent discovery or the existence of different or additional facts.

4. Settlement Class Members shall not commence, prosecute, or cause to be commenced or prosecuted, any action or other proceedings against any Released Parties, or with

regard to the asserted conduct of any Released Parties, based upon any Released Claims. If any Settlement Class Member has assigned, sold, or otherwise transferred any Released Claims of any kind, then said transferee is bound to this Settlement.

IV. CLASS NOTICE

1. Within sixty (60) days of the execution of this Agreement, or within fourteen (14) days of entry of the Preliminary Approval, whichever time period is shorter, Howard will provide the Claims Administrator a list from then-available records of Howard's Office of Enrollment Management that includes, where available, the names and last known email and postal addresses of each Settlement Class Member (the "Class List").[2] The Class List will be provided to the Claims Administrator for the sole purpose of the Claims Administrator performing its obligations pursuant to the Agreement, and shall not be used by any individual or entity other than Howard for any other purpose at any time.

2. Within thirty (30) days of entry of the Preliminary Approval, or such other time period as the Court orders, the Claims Administrator shall send the Short Form Notice by email to persons listed on the Class List. If an email address is not available for a Settlement Class Member, the Claims Administrator shall send the Short Form Notice within the same timeframe by regular mail to the Settlement Class Member's last known mailing address.

[2] Consistent with the requirements of FERPA and Howard's policies, Howard may disclose directory information to the Claims Administrator. *See* 34 C.F.R. § 99.37; *FERPA – Family Educational Rights and Privacy Act*, Howard University, https://howard.edu/registrar/FERPA (providing public notice that student names, addresses, and email addresses constitute directory information and providing notice of how students may restrict the disclosure of such information). Moreover, any order granting preliminary or final approval of the Settlement shall constitute a judicial order within the meaning of FERPA, *see* 34 C.F.R. § 99.31(a)(9)(i), and the Settlement and the Court's order shall constitute specific notice of Howard's intention to comply with that order, *see* 34 C.F.R. § 99.31(a)(9)(ii). The Class List shall not include information subject to an unrescinded FERPA Block. Howard shall send Notice to members of the Settlement Class whose name, mailing address, and/or email address are subject to a FERPA Block.

3. The Short Form Notice shall advise Settlement Class Members of their rights under the Agreement, including the right to be excluded from and to object to the Agreement. The Short Form Notice shall also inform Settlement Class Members that they can access the Long Form Notice on the Settlement Website, which Long Form Notice shall advise the Settlement Class Members of the procedure for requesting exclusion from the Agreement pursuant to Section V and for objecting to the Agreement pursuant to Section VI.

4. No later than ten (10) days after entry of the Preliminary Approval, and before issuance of the Short Form Notice, the Claims Administrator shall establish the Settlement Website. The Settlement Website will enable Settlement Class Members to provide an updated mailing address to receive a paper check or to elect to receive their Settlement Benefit via Venmo or a pre-paid Visa card. The Settlement Website shall at a minimum include, in downloadable format, (i) the Long Form Notice; (ii) the Preliminary Approval; (iii) the Agreement (other than the *In Camera* Supplement), including all of its exhibits; and (iv) any other materials agreed upon by the Parties and/or required by the Court.

5. If the Notice described in the preceding paragraph 4 does not achieve a minimum level of 70% reach, or is not approved by the Court as complying with all Due Process requirements, the Parties, in conjunction with the Claims Administrator, shall develop and seek approval by the Court of such supplemental notice as is necessary to achieve a minimum level of 70% reach or satisfy the Court that all Due Process requirements are satisfied. Such additional notice, if necessary, shall be funded from the Settlement Fund with no additional financial contribution by Howard.

6. Notice required by the Class Action Fairness Act, 28 U.S.C. § 1715, will be provided to the appropriate federal and state officials by the Claims Administrator on behalf of Howard.

7. Prior to the Final Approval Hearing, in connection with the motion for final approval of the Agreement, Class Counsel shall serve and file a sworn statement from the Claims Administrator evidencing compliance with the provisions of the Preliminary Approval concerning the distribution of the Short Form Notice to the Settlement Class.

V. REQUESTS FOR EXCLUSION

1. A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request for exclusion to the Claims Administrator to the address provided in the Long Form Notice, postmarked no later than ninety-five (95) days after entry of the Preliminary Approval (the "Opt-Out and Objection Date"), which date shall be included in both the Long Form Notice and Short Form Notice.

2. A written request for exclusion must:

(a) include a statement requesting exclusion from the Settlement Class;

(b) be personally signed by the Settlement Class Member; and

(c) include the Settlement Class Member's name, address, telephone number, and email address, and the caption of the Action.

3. A request to be excluded from the Settlement Class shall be invalid if it does not include all information specified in this Section V, and/or is sent to an address other than that designated in the Long Form Notice, and/or is not postmarked within the time specified in the preceding paragraph 1. Those submitting invalid requests for exclusion shall be deemed to remain

in the Settlement Class and shall be bound as Settlement Class Members by the Agreement provided the Agreement is approved by the Court.

4. Any Settlement Class Member who validly elects to be excluded from the Settlement Class per this Section shall not be bound by the Final Judgment, not be entitled to relief under the Agreement, not gain any rights by virtue of the Agreement, and not be permitted to object to any aspect of the Agreement.

5. A request to be excluded from the Settlement Class must be personal to the requesting individual. No Settlement Class Member may exclude other Settlement Class Members from the Settlement Class.

6. The Claims Administrator, within seven (7) days following the Opt-Out and Objection Date, shall prepare and provide copies of the Opt-Out List to Class Counsel and Howard Counsel.

7. Howard has the right in its sole discretion to audit the exclusion process for accuracy of submission, error, and otherwise. The Court will be the final arbiter of an exclusion's validity.

VI. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

1. Any Settlement Class Member may object to the Settlement, the Fee and Expense Award and/or the Class Representative Award.

2. Any Settlement Class Member wishing to object must file a written objection with the Clerk of Court, or through the Court's electronic case filing system if the objection is from a Settlement Class Member represented by counsel, such that the objection is postmarked no later than the Opt-Out and Objection Date, with a copy sent concurrently by mail, hand, or overnight delivery service to Class Counsel and Howard Counsel at the addresses set forth in Section XIII.13.

3. The written objection must:

(a) state that the person objecting is a Settlement Class Member;

(b) include the objecting person's name, address, email, and telephone number;

(c) be personally signed by the objecting person;

(d) contain a statement that identifies the substance of all objections, provides whether each objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, and provides the specific reasons for all objections, including any legal arguments and evidentiary support (including copies of any documents relied upon); and

(e) include a statement whether the objector intends to appear and seek to be heard at the Final Approval Hearing, with or without counsel.

4. Any Settlement Class Member who does not file a timely and valid written objection with the Court, and/or a timely and valid notice of their intent to appear at the Final Approval Hearing in accordance with this Section VI and as detailed in the Long Form Notice, shall not be permitted to object to the Settlement Amount, the Fee and Expense Award, and/or the Class Representative Award at the Final Approval Hearing; shall be foreclosed from seeking any Court review of the Agreement, the Class Representative Award, and/or the Fee and Expense Award by appeal or other means; and shall be deemed to have waived any objections and be forever barred from making any such objections in the Action or any other related action or proceeding.

VII. CLAIMS ADMINISTRATOR

1. The Claims Administrator shall administer the Agreement under the supervision of the Court.

2. The Claims Administrator shall:

(a) send Short Form Notice to the Settlement Class Members;

(b) establish the Settlement Website;

(c) serve as Escrow Agent for the Settlement Fund;

(d) send Class Counsel and Howard Counsel all documents and other materials received in connection with the administration of the Settlement promptly upon receipt;

(e) receive requests for exclusion, objections, and other requests from the Settlement Class Members and promptly provide a copy of such requests to Class Counsel and Howard Counsel upon receipt, including any requests received after the Opt-Out and Objection Date;

(f) provide at least weekly reports to Class Counsel and Howard Counsel, including without limitation reports regarding any requests for exclusion received;

(g) make available for inspection by Class Counsel and Howard Counsel all documentation related to the Settlement submitted to the Claims Administrator, and any correspondence related to the Agreement sent or received by the Claims Administrator, at any time upon reasonable notice;

(h) provide reports and other information to the Court as the Court may require; and

(i) undertake other administrative tasks in furtherance of this Agreement in a rational, responsive, cost effective, and timely manner.

3. In the exercise of its duties specified in this Agreement, the Claims Administrator shall have the right to reasonably request additional information from Class Counsel, Howard Counsel, or any Settlement Class Member.

4. The Claims Administrator shall maintain in confidence the Class List and the identity and mailing addresses of the Settlement Class Members. The Parties agree that this information may not be used by the Claims Administrator for any purpose other than effectuating the terms of the Agreement or the duties or obligations arising under this Agreement.

5. The Claims Administrator shall maintain reasonably detailed records of its activities under the Agreement, including all such records as are required by applicable law, in accordance with its normal business practices, which will be made available to Class Counsel and Howard Counsel upon request. Should the Court request, the Parties, in conjunction with the Claims Administrator, shall submit a timely report to the Court summarizing the work performed by the Claims Administrator pursuant to this Agreement.

6. Howard, the Released Parties, and Howard Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Agreement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) allocation of the Settlement Fund to Settlement Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; and/or (vi) the payment or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

VIII. PRELIMINARY APPROVAL AND FINAL JUDGMENT

1. No later than fourteen (14) days after execution of the Agreement, in coordination with Howard Counsel, Class Counsel will move for preliminary approval of the Agreement,

provisional certification of the Settlement Class for settlement purposes only, appointment of Plaintiff as Settlement Class Representative, appointment of Class Counsel as counsel for the Settlement Class, and the scheduling of the Final Approval Hearing. Concurrently with their filing of the motion for preliminary approval, Class Counsel shall apply to the Court for, and Howard shall agree to, entry of the proposed Preliminary Approval, substantially in the form of the attached Exhibit A.

2. Concurrently with submission to the Court of the Agreement pursuant to this Section, Class Counsel shall request that the Court hold a Final Approval Hearing, which shall be held no less than ninety (90) days after the Short Form Notice is disseminated, unless the Court orders otherwise.

3. After the Short Form Notice is disseminated, and no later than ten (10) days before the Final Approval Hearing, Class Counsel, in coordination with Howard Counsel, shall request and seek to obtain from the Court a Final Judgment which will, among other things:

(a) approve the Agreement as fair, reasonable, and adequate to the Settlement Class, and direct consummation of the Agreement in accordance with the terms and provisions of the Agreement;

(b) fully and finally dismiss the Action with prejudice, and without costs (except as may be provided in this Agreement) to any Party as against any other;

(c) incorporate the releases set forth above, make the releases effective as of the Effective Date, and forever discharge the Released Parties as set forth in this Agreement;

(d) approve the manner of distribution of the Net Settlement Fund and order that payments be made to Settlement Class Members only in accordance with this Agreement;

(e) award Class Counsel from out of the Settlement Fund such Fee and Expenses as the Court may allow;

(f) award the Settlement Class Representative from out of the Settlement Fund such Class Representative Award as the Court may allow; and

(g) reserve jurisdiction in the Court over: (i) implementation of the Agreement and any distribution to Settlement Class Members; (ii) disposition of the Settlement Fund; (iii) the Action, until each and every act agreed to be performed pursuant to the Agreement shall have been performed; and (iv) the Parties, for the purpose of enforcing and administering the Agreement.

IX. USE OF SETTLEMENT FUND

1. The Settlement Fund shall be used to pay: (i) any Administration Expenses reasonably incurred by the Settlement Administrator in carrying out the duties specified in the Agreement; (ii) any Fee and Expense Award granted by the Court; and (iii) any Class Representative Award granted by the Court. Funds remaining in the Settlement Fund after the payments enumerated above shall be deemed "the Net Settlement Fund," and shall be distributed to Settlement Class Members according to Section II.3.

2. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed as provided for in this Agreement.

3. The Settlement Fund shall be under the control of the Claims Administrator and its agents, on behalf of the Settlement Class Representative, the Settlement Class, and Howard. The Claims Administrator and its agents shall cause the Settlement Fund to be invested exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments), except that any cash balances up to the amount that is insured by the FDIC may be deposited in any account

that is fully insured by the FDIC. The Claims Administrator shall cause all interest on the Settlement Fund to be collected and reinvested. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held in the Settlement Fund may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held in the Settlement Fund may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. The Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Claims Administrator and its agents. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund.

4. The costs of administering and maintaining the Settlement Fund shall be paid from the Settlement Amount, and any and all interest generated by the Settlement Fund shall be added to the Settlement Amount.

5. The Settlement Fund is intended to be a "Qualified Settlement Fund" within the meaning of Treasury Regulation § 1.468B-1. The Claims Administrator, as administrator of the Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. The Claims Administrator shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Released Parties shall not have any liability or responsibility for any such Taxes. Upon written request, Howard will provide to the Claims Administrator the statement described in Treasury Regulation § 1.468B-3(e). The Claims Administrator, as administrator of the Settlement Fund within the meaning of

Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

6. All Taxes shall be paid out of the Settlement Fund and shall be timely paid without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement. The Released Parties shall have no responsibility or liability for the acts or omissions of the Claims Administrator with respect to the payment of Taxes.

7. This Agreement is not a claims-made settlement. As of the Effective Date, all rights of Howard in or to the Settlement Fund shall be extinguished except as otherwise provided by this Agreement.

8. Prior to the Effective Date, no disbursements shall be made out of the Settlement Fund except: (a) upon order of the Court; or (b) as provided in the Agreement. Prior to the Effective Date, Howard shall pay the Claims Administrator any Administration Expenses actually incurred and paid or payable, which shall not exceed $150,000. If, prior to the Effective Date, Administration Expenses exceed $150,000, such additional amounts shall be paid by Howard only upon and after approval by both Class Counsel and Howard Counsel, which approval shall not be unreasonably withheld. Any such payments to the Claims Administrator for Administration Expenses shall reduce the amount to be paid by Howard into the Escrow Account pursuant to Section II.1. After the Effective Date, the Claims Administrator may pay from the Settlement

Fund any additional, unpaid Administration Expenses only after approval by both Class Counsel and Howard Counsel. The Released Parties are not responsible for, and shall not be liable for, any Administration Expenses.

9. If the Effective Date does not occur, or if the Agreement is voided, terminated, or cancelled, the Settlement Class Representative and Class Counsel shall have no obligation to repay any of the Administration Expenses that have been paid or reasonably incurred. Any amounts remaining in the Net Settlement Fund, including all interest earned on the Net Settlement Fund, shall be returned to Howard. No other person or entity shall have any further claim whatsoever to such amounts.

10. Payment pursuant to the Final Judgment shall be final and conclusive as to and against all Settlement Class Members. All Settlement Class Members who have not opted out of the Settlement Class shall be bound by all terms of the Agreement, including the Final Judgment, and will be permanently barred and enjoined from bringing any action against the Released Parties with respect to any and all Released Claims.

11. No person or entity shall have any claim or cause of action against the Settlement Class Representative, Class Counsel, Howard, Howard Counsel, the Claims Administrator, or any other agent designated by Class Counsel arising from distributions made substantially in accordance with the Agreement, the manner of distribution of the Net Settlement Fund as approved by the Court, or any order of the Court.

12. The Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to distribution of the Net Settlement Fund, the payment or withholding of Taxes, the Escrow Account, the Escrow Agent, the Claims Administrator, Administration Expenses, or any losses incurred in connection with the foregoing. No person, including the

Settlement Class Representative, Settlement Class Members, or Class Counsel, shall have any claim of any kind against the Released Parties with respect to the matters set forth in this paragraph.

X. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE AWARD

1. The Parties agreed to all substantive terms of this Agreement prior to reaching any agreement concerning a Fee and Expense Award.

2. No later than fourteen (14) days prior to the Opt-Out and Objection Date, Class Counsel will apply to the Court for an award of attorneys' fees to be paid from the Settlement Fund, not to exceed one-third of the Settlement Fund, as well as reimbursement of litigation expenses incurred through the date of the application, plus a reasonable estimate of additional expenses likely to be incurred through the Effective Date ("Fee and Expense Award").

3. Class Counsel's fee and expense petition shall comply in all respects with the requirements of Federal Rule of Civil Procedure 23(h).

4. The amount of the Fee and Expense Award shall be determined by the Court based on the petition from Class Counsel. Class Counsel has agreed, with no consideration from Howard, to limit their request for attorneys' fees to no more than one-third of the Settlement Fund. Payment of the Fee and Expense Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this paragraph shall remain in the Settlement Fund. The Parties agree that any award of attorneys' fees and expenses is committed to the sole discretion of the Court within the limitations set forth in this paragraph.

5. The Fee and Expense Award shall be paid to Class Counsel from out of the Settlement Fund within thirty (30) days after entry of Final Judgment, subject to paragraph 8 below.

DocuSign Envelope ID: 708C7E4C-DBEE-4AE5-8465-D764BE0803C8

6. Upon payment of the Fee and Expense Award, Class Counsel shall release and forever discharge the Released Parties from any claims, demands, actions, suits, causes of action, or other liabilities relating to any attorneys' fees, costs, or expenses incurred in the Action. Class Counsel agree that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by them, or any tax liens that may be imposed, on the sums paid to them pursuant to this paragraph are their sole and exclusive responsibility, and any amount required to be withheld for tax purposes (if any) will be deducted from those payments.

7. The Settlement Class Representative may seek, and the Court may award, a reasonable Class Representative Award for her service in the case not to exceed Five Thousand Dollars ($5,000), which award shall be paid from the Settlement Fund. This shall be in addition to any Settlement Benefit that Settlement Class Representative may receive as a Settlement Class Member. If the Court approves a request for a Class Representative Award, the Claims Administrator will distribute the Class Representative Award to the Settlement Class Representative along with her Settlement Benefit no later than sixty (60) days after the Effective Date.

8. In the event that the Fee and Expense Award is vacated, modified, reversed, or rendered void as the result of any appeal, further proceedings on remand, or successful collateral attack, Class Counsel shall repay to the Settlement Fund the amount of the Fee and Expense Award reversed, vacated, or modified, including any accrued interest. Class Counsel shall make the appropriate refund or repayment in full no later than twenty-one (21) days after: (a) receiving from Howard Counsel notice of the termination of the Agreement; or (b) any order reversing or modifying the Final Judgment, vacating the Final Judgment, or reducing or reversing the Fee and Expense Award has become Final.

9. The granting by the Court of any Fee and Expense Award or Class Representative Award is not a necessary term of the Agreement, and it is not a condition of the Agreement that any particular Fee and Expense Award or Class Representative Award be approved by the Court. Class Counsel and the Settlement Class Representative may not cancel or terminate the Agreement based on this Court's or any appellate court's ruling with respect to any Fee and Expense Award or Class Representative Award. Any order or proceeding relating to any Fee and Expense Award or Class Representative Award, or any appeal from any such order, shall not operate to terminate or cancel the Agreement. However, distribution of all or a portion of the Settlement Fund may be delayed in the event of an appeal concerning any Fee and Expense Award or Class Representative Award.

XI. NO ADMISSION OF WRONGDOING

1. Neither the Agreement, nor any document referred to in this Agreement, nor any action taken to carry out the Agreement, is, may be construed as, or may be used as an admission by or against Howard or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

2. Pursuant to Federal Rule of Evidence 408, entering into or carrying out the Agreement, the exhibits hereto, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession by Howard, and shall not be offered or received into evidence in any action or proceeding against the Released Parties in any court or before any administrative agency or other tribunal for any purpose whatsoever, other than to enforce the provisions of the Agreement or the provisions of any related agreement or exhibit hereto.

XII. TERMINATION

1. If the Court or any appellate court enters a final, non-appealable order altering this Agreement in a way that materially and adversely affects the Settlement Class or Howard, the affected Party may void the Agreement within ten (10) business days from the date that such order becomes final and non-appealable by giving written notice of intent to the other Parties and the Court to void the Agreement as provided in this Agreement. Notwithstanding the above, the Court's entry of Fee and Expense Award (as described in Section X) for an amount other than requested by Class Counsel shall not be grounds to void the Agreement. The only remedy in the event of a Fee and Expense Award below the amount requested shall be a separate appeal by Class Counsel of the attorneys' fees or expenses award provided by the Court, and such appeal shall be severable from Final Judgment as to the Settlement Class.

2. Howard shall have the absolute right, in its sole discretion, to terminate this Agreement under the terms of the *In Camera* Supplement. To terminate this Agreement, Howard must provide notice of termination of this Agreement in the manner provided in the *In Camera* Supplement within ten (10) business days after receipt of the Opt-Out List as described in Section V.6. All Parties and counsel agree to maintain the confidentiality of the *In Camera* Supplement at all times and agree to take such steps as may be necessary to accomplish this.

3. The Parties agree that if final approval of the Agreement is not achieved, or the Agreement is terminated and voided, the Agreement and all proceedings had in connection with the Agreement shall be without prejudice to the *status quo ante* rights of the Parties, and the Parties further agree to jointly move the Court to vacate all orders issued pursuant to the Agreement and to vacate certification of the Settlement Class.

XIII. MISCELLANEOUS PROVISIONS

1. The Agreement will be executed by Class Counsel and Howard's President and Chief Financial Officer on behalf of the Parties. All counsel executing the Agreement represent and warrant that they are authorized and empowered to execute the Agreement on behalf of their clients, and that the signature of such counsel is intended to and does legally bind the clients of such counsel.

2. Class Counsel, on behalf of the Settlement Class, are authorized to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Agreement to effectuate its terms. Class Counsel also are authorized to enter into any modifications or amendments to the Agreement on behalf of the Settlement Class that they deem appropriate.

3. All of the exhibits attached to this Agreement are hereby incorporated by this reference as though fully set forth in the Agreement. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of the Agreement, *the In Camera* Supplement, and the terms of any exhibit, the terms of the Agreement shall prevail.

4. The Agreement may be amended or modified only by a written instrument signed by or on behalf of the Settlement Class Representative and Howard or their successors-in-interest, except to the extent that any modification would be inconsistent with any order by the Court.

5. The waiver by one Party of any breach of the Agreement by any other Party shall not be deemed a waiver by that Party or by any other Party to the Agreement, of any prior or subsequent breach of the Agreement.

6. The headings in this Agreement are used for the purpose of convenience only and are not meant to have legal effect.

DocuSign Envelope ID: 708C7E4C-DBEE-4AE5-8465-D764BE0803C8

7. The Agreement and its exhibits constitute the entire agreement among the Parties, and no other agreements, representations, warranties, or inducements have been made to any Party concerning the Agreement or its exhibits other than those contained and memorialized in such documents.

8. The Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the Parties shall exchange among themselves signed counterparts. Signatures may be originals or facsimile or pdf copies.

9. The Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties to the Agreement.

10. The construction, interpretation, operation, effect, and validity of the Agreement and its exhibits shall be governed by and interpreted according to the laws of the District of Columbia, without regard to conflicts of laws, except to the extent federal law requires that federal law govern.

11. Any action arising under or to enforce the Agreement or any portion of the Agreement shall be commenced and maintained only in this Court.

12. The Parties and their counsel agree to use their best efforts, and to take all reasonable steps necessary, to obtain the entry of the Final Judgment, and to effectuate the Agreement. Any such actions taken by the Parties, and any actions taken by the Parties to comply with the Agreement, will be in accordance with federal, state, and/or local law, including but not limited to FERPA.

13. If any Party is required to give notice to another Party under the Agreement, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to the Settlement Class Representative or Class Counsel:

Gainey McKenna & Egleston
Attn: Thomas J. McKenna, Esq.
260 Madison Avenue, 22nd Floor
New York, NY 10016
Telephone: (212) 983-1300
Facsimile: (212) 983-0383
Email: tjmckenna@gme-law.com

Bursor & Fisher, P.A.
Attn: Timothy Fisher, Esq.
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Telephone: (925) 300-4455
Facsimile: (925) 407-2700
Email: ltfisher@bursor.com

If to Howard:

Crowell & Moring LLP
Attn: Tracy A. Roman, Esq.
1001 Pennsylvania Ave., N.W.
Washington, D.C. 20004-2595
Telephone: (202) 624-2500
Facsimile: (202) 628-5116
Email: troman@crowell.com

14. The Parties intend the Agreement to be a final and complete resolution of all disputes asserted or which could be asserted by the Settlement Class Representative and any other Settlement Class Member against the Released Parties with respect to the Released Claims. Accordingly, Settlement Class Representative and her counsel, and Howard and its counsel, agree not to assert in any forum that this Action was brought or defended in bad faith or without a reasonable basis. The Parties agree that the amounts paid and the other terms of the Agreement were negotiated at arm's length and in good faith by the Parties, and reflect agreement that was reached voluntarily after extensive negotiations with the aid of a neutral mediator and consultation

with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

15. The Parties are not precluded from making statements or responding to press or other inquiries about the settlement and this Agreement, so long as all statements are consistent with the terms of the Agreement. Class Counsel are permitted, in connection with their law firm websites, biographies, brochures, and firm marketing materials, future declarations regarding counsel's experience, and/or in speaker biographies, to state that it served as counsel in this Action and to communicate basic facts about the settlement and this Agreement, including the Settlement Fund amount.

16. All persons involved in the settlement will be required to keep confidential any personal identifying information of Settlement Class Members, and any otherwise nonpublic financial information of Howard. Any documents or nonpublic information provided by Howard to Class Counsel must be destroyed within thirty (30) days of the Claims Administrator completing the issuance of all settlement payments, except insofar as Class Counsel shall have the right to retain any work product and, in the case of pleadings submitted to the Court, any exhibits to such pleadings.

17. Howard may communicate with Settlement Class Members in the ordinary course of its operations. Howard will refer inquiries regarding this Agreement and administration of the settlement to the Claims Administrator or Class Counsel.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, by themselves or their duly authorized attorneys, as of the date stated below.

IT IS SO AGREED TO BY THE PARTIES:

Dated: 5/6/24

CHANEL ADAVENAIXX

By: Chanel Adavenaixx
Chanel Adavenaixx, individually and as representative of the Class

Dated: _____

HOWARD UNIVERSITY

By: _____
Ben Vinson III, PhD
President

By: _____
Stephen Graham
Chief Financial Officer

AGREED AS TO ALL OBLIGATIONS OF CLASS COUNSEL:

Dated: 4/30/24

GAINEY McKENNA & EGLESTON

By: Thomas J. McKenna
Thomas J. McKenna
Gregory M. Egleston
Christopher M. Brain
260 Madison Ave., 22nd Floor
New York, NY 10016
Telephone: (212) 983-1300
tjmckenna@gme-law.com

Dated: _____

BURSOR & FISHER, P.A.

By: _____
L. Timothy Fisher
Neal J. Deckant
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Telephone: (925) 300-4455
ndeckant@bursor.com

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

CHANEL ADAVENAIXX

By: _____
Chanel Adavenaixx, individually and as representative of the Class

Dated: May 6, 2024

HOWARD UNIVERSITY

DocuSigned by:
Ben Vinson, III
C511099844114C1...

By: _____
Ben Vinson III, PhD
President

DocuSigned by:
Stephen Graham
3EE29ED24D9D429...

By: _____
Stephen Graham
Chief Financial Officer

AGREED AS TO ALL OBLIGATIONS OF CLASS COUNSEL:

Dated: _____

GAINEY McKENNA & EGLESTON

By:_____
Thomas J. McKenna
Gregory M. Egleston
Christopher M. Brain
260 Madison Ave., 22nd Floor
New York, NY 10016
Telephone: (212) 983-1300
tjmckenna@gme-law.com

Dated: _____

BURSOR & FISHER, P.A.

By:_____
L. Timothy Fisher
Neal J. Deckant
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Telephone: (925) 300-4455
ndeckant@bursor.com

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

CHANEL ADAVENAIXX

By: _____
Chanel Adavenaixx, individually and as representative of the Class

Dated: _____

HOWARD UNIVERSITY

By: _____
Ben Vinson III, PhD
President

By: _____
Stephen Graham
Chief Financial Officer

AGREED AS TO ALL OBLIGATIONS OF CLASS COUNSEL:

Dated: _____

GAINEY McKENNA & EGLESTON

By:_____
Thomas J. McKenna
Gregory M. Egleston
Christopher M. Brain
260 Madison Ave., 22nd Floor
New York, NY 10016
Telephone: (212) 983-1300
tjmckenna@gme-law.com

Dated: 4/30/24

BURSOR & FISHER, P.A.

By: _____
L. Timothy Fisher
Neal J. Deckant
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Telephone: (925) 300-4455
ndeckant@bursor.com

EXHIBIT A-1

Notice of Proposed Class Action Settlement

Adavenaixx v. Howard University, Case No. 1:23-cv-00663-DLF

(United States District Court for the District of Columbia)

If you were enrolled in a Howard University Undergraduate or Graduate Program during the Spring 2020 Semester, you may be entitled to a cash payment from a class action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer. Your legal rights are affected whether you act or do not act. Please read this Notice carefully.

- A $2,073,680 settlement has been reached in a class action lawsuit filed against Howard University ("Howard" or the "University"). The lawsuit claimed that University students paid tuition and fees in exchange for in-person instruction, services, and activities during the Spring 2020 Semester and were entitled to partial refunds based on the University's transition to remote instruction beginning in March 2020 in response to the COVID-19 pandemic. The University denies all allegations, maintains that it transitioned to remote instruction to protect the health of its students, faculty and staff and in compliance with mandatory government shutdown orders, and settled this lawsuit to avoid further litigation. The Court has not decided who is right.
- If you were enrolled in a University Undergraduate or Graduate Program during the Spring 2020 Semester, and did not withdraw by March 16, 2020, you may be eligible for a cash payment. Cash payments will be shares of the Net Settlement Fund divided equally among Settlement Class Members.
- Definitions for terms used in this Notice can be found in this Notice and in the Settlement Agreement available at **www.HUCovidSettlement.com.**
- Your legal rights are affected whether or not you act. ***Please read this Notice carefully***.

YOUR RIGHTS AND CHOICES		DEADLINE
Do Nothing	You will receive your cash payment by check at the address the University has on file for you.	
Provide Your Preferred Form of Payment or Update Your Address	Submit a request that your cash payment be sent to a different address or by Venmo or pre-paid Visa card at **www.HUCovidSettlement.com**.	Provide Your Preferred Form of Payment or Update Your Address by: **Month DD, 2024**
Exclude Yourself (Opt Out)	Get no cash payment but keep any right you may have to file your own lawsuit against the University about the legal claims in this lawsuit.	Request Exclusion by: **Month DD, 2024**
Object	Tell the Court why you do not like the proposed Settlement. If the Settlement is approved, you will still be bound by the Settlement, and you may still receive a cash payment.	File an Objection by: **Month DD, 2024**

Attend a Hearing	Ask to speak in Court about why you object to the proposed Settlement. The Final Approval Hearing is **Month DD, 2024**.	File Notice of Appearance by: **Month DD, 2022**

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this lawsuit still has to decide whether to approve the Settlement. The Settlement is referred to in this Notice as both "the Settlement" and "the "proposed Settlement" for this reason.
- Cash payments will be sent to Settlement Class Members if the Court approves the Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION ..... PAGE ___
1. Why should I read this Notice?
2. What is this lawsuit about?
3. What is a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT ..... PAGE ___
5. Am I part of the Settlement?

THE SETTLEMENT BENEFITS — WHAT YOU GET ..... PAGE ___
6. What does the Settlement provide?
7. What can I get from the Settlement?

HOW TO GET BENEFITS FROM THE SETTLEMENT ..... PAGE ___
8. How can I get my cash payment?
9. When will I receive my cash payment?
10. What am I giving up to receive these Settlement benefits?

THE LAWYERS REPRESENTING YOU ..... PAGE ___
11. Do I have lawyers in this lawsuit?
12. How will the lawyers be paid?

YOUR RIGHTS — EXCLUDING YOURSELF FROM THE SETTLEMENT ..... PAGE ___
13. How do I exclude myself from the Settlement?
14. If I exclude myself, can I get anything from this Settlement?

YOUR RIGHTS — OBJECTING TO THE SETTLEMENT ..... PAGE ___
15. How do I tell the Court that I do not like the Settlement?
16. What is the difference between objecting and asking to be excluded?

YOUR RIGHTS — APPEARING AT THE FINAL APPROVAL HEARING ..... PAGE ___
17. When and where will the Court decide whether to approve the Settlement?
18. Do I have to attend the Final Approval Hearing?
19. May I speak at the Final Approval Hearing?

20. What happens if I do nothing at all?

GETTING MORE INFORMATION..... PAGE ___

21. Are there more details about the Settlement?
22. How do I get more information?

BASIC INFORMATION

1. Why should I read this Notice?

A Court has preliminarily established, or "certified," this lawsuit as a class action lawsuit for purposes of settlement.

This Notice explains the class action lawsuit, the proposed Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get the benefits. If you are a Settlement Class Member, you have legal rights and options before the Court decides whether to give final approval to the proposed Settlement. This Notice explains all of these things. For the precise terms and conditions of the proposed Settlement, please review the Settlement Agreement, available at www.HUCovidSettlement.com.

The Court in charge of this lawsuit is the United States District Court for the District of Columbia. The lawsuit is known as *Adavenaixx v. Howard University*, Case No. 1:23-cv-00663-DLF.

2. What is this lawsuit about?

This lawsuit asserts claims for breach of implied contract and unjust enrichment.

The lawsuit alleges that University students paid tuition and fees in exchange for in-person instruction, services, and activities during the Spring 2020 Semester and were entitled to partial refunds based on the University's transition to remote instruction beginning in March 2020 in response to the COVID-19 pandemic. The University denies all allegations and maintains that it transitioned to remote instruction to protect the health of its students, faculty and staff and in compliance with mandatory government shutdown orders. The Court has not decided who is right.

3. What is a class action?

In a class action lawsuit, one or more persons or entities sue on behalf of other persons who have similar claims. The people together are a "Settlement Class" or "Settlement Class Members." In this lawsuit, the person who sued is called the "Class Representative." The entity the Class Representative is suing, Howard University, is called the "Defendant." One court resolves the issues for everyone in the Settlement Class, except for those people who choose to exclude themselves (opt out) from the Settlement Class.

4. Why is there a Settlement?

The Court has not decided in favor of the Class Representative or the University. Instead, both sides agreed to a Settlement. By agreeing to settle, both sides avoid the cost and risk of a trial, and all Settlement Class Members as defined in this Notice and in the Settlement Agreement will receive a cash payment. The Class Representative and Class Counsel believe the Settlement is best for the Settlement Class and represents a fair, reasonable and adequate resolution of the lawsuit.

The University denies the claims in the lawsuit; denies all allegations of wrongdoing, fault, liability or damage to the Class Representative and the Settlement Class; and denies that it acted improperly or wrongfully in any way. The University nevertheless recognizes the expense and time that would be required to defend the lawsuit through trial and has taken this into account in agreeing to this Settlement.

WHO IS IN THE SETTLEMENT?

To see if you are eligible for benefits, you first have to determine if you are a Settlement Class Member.

5. Am I part of the Settlement?

You are a Settlement Class Member if you were enrolled in any of Howard University's Undergraduate and Graduate Programs during the Spring 2020 Semester, did not withdraw by March 16, 2020, and paid, or had paid on your behalf, any amount of tuition and/or fees for the Spring 2020 Semester which has not been fully refunded. A Settlement Class Member who asks to be excluded from the Settlement, as described in Number 13 below, is no longer a Settlement Class Member.

Undergraduate and Graduate Programs means all undergraduate, professional and postgraduate programs.

Excluded from the Settlement are: (i) any students who received full scholarships or tuition remission from Howard or who did not themselves ultimately pay any tuition or fees for the Spring 2020 Semester (i.e., those whose tuition and fees were paid for by institutional aid, tuition benefits, federal/state/local grants, GI/Yellow Ribbon benefits, outside scholarships, and/or third-party sponsorships); (ii) the University and its officers, trustees and their family members; (iii) Class Counsel; (iv) the judge who presided over the Action; and (v) all persons who properly execute and file a timely opt-out request to be excluded from the Settlement Class.

If you are unsure whether you are included, you can call or email the Claims Administrator at 1-888-325-1928 or info@HUCovidSettlement.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

The $2,073,680 Settlement Amount will provide cash payments to all Settlement Class Members. Notice and administration costs, attorneys' fees and expenses, and an award to the Class Representative will also be paid out of the Settlement Amount, if approved by the Court.

7. What can I get from the Settlement?

Cash Payment: If you are a Settlement Class Member, you are eligible to receive a cash payment. Your cash payment will be an equal share of the Net Settlement Fund.

If any unclaimed funds remain in the Net Settlement Fund after the initial cash payments are distributed, at the discretion of the Claims Adminstrator, either (i) a second attempt will be made to distribute cash payments to Settlement Class Members who did not cash their checks or who did not successfully receive an electronic payment via the first distribution of cash payments; or (ii) these unclaimed funds shall help fund a specially authorized Howard scholarship fund or a charitable cause as agreed upon by the Parties.

HOW TO GET BENEFITS FROM THE SETTLEMENT

8. How can I get my cash payment?

If you are a Settlement Class Member and you do nothing, you will receive a cash payment via check at the address the University has on file for you. If you wish to receive your cash payment at an address different than the one on file with the University or in a format (either by Venmo or a pre-paid Visa card) other than paper check, you must submit your updated address and/or preferred form of payment at www.HUCovidSettlement.com by **Month DD, 20YY**.

You do not need to provide any information to receive your cash payment. The Court has issued an order permitting the University, under the Family Educational Rights and Privacy Act ("FERPA"), to disclose to the Claims Administrator the last known email address and mailing address the University has on file for each Settlement Class Member. You have the option to request that Howard's Registrar not disclose your name, email address or mailing address.

9. When will I receive my cash payment?

The Court will hold a hearing on **Month DD, 2024**, at **_:__ _.m.** (which is subject to change), to decide whether to finally approve the proposed Settlement. Even if the Court finally approves the proposed Settlement, there may be appeals. The appeal process can take time, perhaps more than a year. You will not receive a cash payment until any appeals are resolved. Please be patient.

10. What am I giving up to receive these Settlement benefits?

Unless you exclude yourself (opt out) from the Settlement Class by timely submitting a request for exclusion from the Settlement Class, you will remain in the Settlement Class, and that means you cannot sue, continue to sue or be part of any other lawsuit against the University about the legal claims and issues in this lawsuit. This is known as a release. The Release is defined and detailed in the Settlement Agreement, which is available at www.HUCovidSettlement.com. It also means that all of the Court's orders in this lawsuit regarding the Settlement will apply to you and legally bind you.

THE LAWYERS REPRESENTING YOU

11. Do I have lawyers in this lawsuit?

The Court has appointed attorneys from the law firms Gainey McKenna & Egleston and Bursor & Fisher, P.A. to represent you and the other Settlement Class Members. The lawyers are called Class Counsel. They are experienced in handling similar class action lawsuits. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

You may contact Class Counsel if you have any questions about this Notice or the Settlement. ***Please do not contact the Court***.

Thomas J. McKenna Gregory M. Egleston GAINEY MCKENNA & EGLESTON 260 Madison Avenue, 22nd Floor New York, NY 10016	L. Timothy Fisher Neal J. Deckant BURSOR & FISHER, P.A. 1990 North California Boulevard, Suite 940 Walnut Creek, CA 94596

Tel: (212) 983-1300 Email: TJMcKenna@gme-law.com egleston@gme-law.com	Tel: (925) 300-4455 Email: ltfisher@bursor.com ndeckant@bursor.com

12. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees up to one-third (1/3) of the $2,073,680 million Settlement Fund, and in addition to fees, will seek reimbursement of litigation expenses incurred through the Effective Date. Any award of attorneys' fees and costs will be paid from the Settlement Amount. Class Counsel will also ask the Court for an award of no more than $5,000 for the Class Representative. The purpose of the Class Representative Award is to compensate the Class Representative for their time, efforts, and risks taken on behalf of the Settlement Class. Any Class Representative Award payment to the Class Representative will be paid from the Settlement Amount. The Court may award less than these amounts. Class Counsel's Motion for attorneys' fees and expenses will be available at www.HUCovidSettlement.com once it has been filed.

YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do *not* want a cash payment, and want to keep the right to sue or continue to sue the University on your own about the legal issues in this lawsuit, then you must take steps to exclude yourself from the Settlement (get out of the Settlement). This is called "excluding yourself"—or is sometimes referred to as "opting out" of the settlement class.

13. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must send a written "request for exclusion" that includes the following:

- A statement requesting exclusion from the Settlement Class;
- A personal signature from you, the Settlement Class Member; and
- Your name, address, telephone number, email address, and the caption of the lawsuit.

Your request for exclusion must be mailed via U.S. Mail, **postmarked** by **Month DD, 20YY**, to:

Epiq Class Action & Claims Solutions, Inc.

PO Box 5926
Portland, OR 97228-5926

Only individual requests for exclusion are allowed. You may not submit a request to exclude other Settlement Class Members from the Settlement Class.

If you do not follow these procedures and deadlines, you will remain a Settlement Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

14. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you cannot receive a cash payment. However, you may sue, continue to sue, or be part of a different lawsuit against the University.

YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

15. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. You cannot ask the Court for a different settlement; the Court can only approve or reject the Settlement. If the Court does not approve the Settlement, no cash payments will be sent out, and the lawsuit will continue.

To object, you must file a written objection with the Court, which includes the following information:

- A statement confirming that you are a Settlement Class Member;
- Your name, address, email address, and telephone number;
- A personal signature from you, the Settlement Class Member;
- A statement that identifies the substance of all objections, states whether each objection applies to only you, to a subset of the Settlement Class, or the entire Settlment Class, and provides the specific reasons for all objections, including any legal arguments and evidentiary support (including copies of any documents you rely upon); and
- A statement whether you intend to appear and seek to be heard at the Final Approval Hearing, with or without counsel.

You must file your objection with the Clerk of Court such that it is postmarked by **Month DD, 2024** (or through the Court's electronic case filing system by **Month DD, 2024** if you are represented by a lawyer). Your objection **(**including all documents you rely upon) also must be sent concurrently by mail, hand or overnight delivery service to the Claims Administrator, Class Counsel, and Howard Counsel at the addresses below:

Claims Administrator	Class Counsel	Howard Counsel
EPIQ CLASS ACTION & CLAIMS SOLUTIONS, INC. PO Box 5926 Portland, OR 97228-5926	Thomas J. McKenna Gregory M. Egleston GAINEY MCKENNA & EGLESTON 260 Madison Avenue, 22nd Floor New York, NY 10017 L. Timothy Fisher Neal J. Deckant BURSOR & FISHER, P.A. 1990 North California Boulevard, Suite 940 Walnut Creek, CA 94596	Tracy A. Roman Scott L. Winkelman CROWELL & MORING LLP 1001 Pennsylvania Ave., N.W. Washington, D.C. 20004

If you file a timely objection, it will be considered by the Court at the Final Approval Hearing. You do not need to attend the Final Approval Hearing for the Court to consider your objection.

16. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement and do not want the Court to approve the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because you are no longer part of the lawsuit.

YOUR RIGHTS – APPEARING AT THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **_:__ _.m.** on **Month XX, 2024**, at the United States District Court for the District of Columbia, 333 Constitution Ave., N.W., Washington, D.C. 20001 in Courtroom [_____].

At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them. You do not need to attend this hearing. You also do not need to attend to have an objection considered by the Court. After the hearing, the Court will decide whether to approve the Settlement and award the amount requested by Class Counsel for attorneys' fees and expenses and for the Class Representative Award. We do not know how long these decisions will take.

Note: The date and time of the Final Approval Hearing are subject to change by Court order. Any change will be posted at www.HUCovidSettlement.com. You should check the website to confirm that the date and/or time have not changed.

18. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer all questions the Judge may have. However, you are welcome to attend the hearing at your own expense. If you submit an objection, you do not have to attend the hearing to talk about your objection. As long as you postmarked your written objection by the deadline (or filed it through the Court's electronic case filing system by the deadline), the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I speak at the Final Approval Hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, your written objection must include your statement of intent to appear at the Final Approval Hearing. The Court will decide whether you will be heard orally.

YOUR RIGHTS – DO NOTHING

20. What happens if I do nothing at all?

If you fit the Settlement Class definition described above and do nothing, you will be part of the Settlement Class and you will receive a cash payment at the address the University has on file for you. Unless you request to exclude yourself from the Settlement, you will not be permitted to continue to assert claims about the issues in this lawsuit in any other lawsuit against the University unless the Settlement is not approved.

GETTING MORE INFORMATION

21. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.HUCovidSettlement.com, or by contacting Class Counsel (see contact information in Question 11).

22. How do I get more information?

You can call toll-free 1-888-325-1928, write to PO Box 5926, Portland, OR 97228-5926; or go to www.HUCovidSettlement.com, where you will find answers to common questions about the Settlement, motions for approval of the Settlement and Class Counsel's request for attorneys' fees and expenses (once it is filed), and other important documents in the lawsuit.

You may also contact Class Counsel.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE TO INQUIRE ABOUT THIS SETTLEMENT

EXHIBIT A-2

LEGAL NOTICE BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

A federal court authorized this Notice. This is not a solicitation from a lawyer.

If you were enrolled in a Howard University Undergraduate or Graduate Program during the Spring 2020 Semester, and did not withdraw by March 16, 2023, you may be entitled to a cash payment from a proposed class action settlement.

This Notice is only a summary. It contains information about a class action settlement. More detailed information can be found at: www.HUCovidSettlement.com

Questions? Call 1-888-325-1928. Check the website regularly for updates, including about the scope of the Settlement Class and terms of the Settlement.

Howard University COVID-19 Settlement
c/o Settlement Administrator
Epiq Class Action & Claims Solutions, Inc.
PO Box 5926
Portland, OR 97228-5926

PRESORT FIRST CLASS POSTAGE **PAID** CITY/ZIP PERMIT ####

«ScanString»
Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»

«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

What is this Notice about? A proposed Settlement has been reached in a lawsuit filed against Howard University ("Howard" or the "University"). The lawsuit claimed that University students paid tuition and fees in exchange for in-person instruction, services, and activities during the Spring 2020 Semester and were entitled to partial refunds based on the University's transition to remote instruction beginning in March 2020 in response to the COVID-19 pandemic. The University denies these allegations, maintains that it transitioned to remote instruction to protect the health of its students, faculty and staff and in compliance with mandatory government shutdown orders. If approved by the Court, the Settlement resolves the case and provides benefits to Settlement Class Members who do not exclude themselves.

Who is included? You may be a Settlement Class Member if you were enrolled in a Howard University Undergraduate or Graduate Program during the Spring 2020 Semester and did not withdraw by March 16, 2020, and paid, or had paid on your behalf, any amount of tuition and/or fees for the Spring 2020 Semester which has not been refunded.

Undergraduate and Graduate Programs means all undergraduate, professional, and postgraduate programs. Excluded from the Settlement Class are the following persons:

(i) Any students who received full scholarships or tuition remission from Howard or who did not themselves ultimately pay any tuition or fees for the Spring 2020 Semester (*i.e.*, those whose tuition and fees were paid for by institutional aid, tuition benefits, federal/state/local grants, GI/Yellow Ribbon benefits, outside scholarships, and/or third-party sponsorships);

(ii) The University and its officers, trustees and their family members;

(iii) Class Counsel;

(iv) The judge who presided over the Action; and

(v) All persons who timely elect to become Opt-Outs from the Settlement Class in accordance with the Court's orders

What can I get if I am a Settlement Class Member? The proposed Settlement creates a fund of $2,073,680 to make cash payments to Settlement Class Members. Cash payments will be shares of the Net Settlement Fund divided equally among Settlement Class Members. **To receive this benefit, you need not do anything; a check will be sent via U.S. mail to the address the University has on file for you. If you would instead prefer a check payment to a different address or payment via Venmo or a pre-paid Visa card you must provide by [Date 45 days post Effective Date] an updated address or election to receive the cash payment by Venmo or a pre-paid Visa card. You can do so at www.HUCovidSettlement.com.** If you have any questions about how to adjust your payment method or address, call 1-888-325-1928 or email info@HUCovidSettlement.com.

What are my options? If you were enrolled in a Howard University Undergraduate or Graduate Program during the Spring 2020 Semester and did not withdraw by March 16, 2020, you can (1) do nothing and you will receive a check payment at the address the University has on file for you, (2) submit a request by [Date 45 days post Effective Date] that your check be sent to a different address or via Venmo or a pre-paid Visa card, (3) exclude yourself by [Opt-Out and Objection Date] or (4) object to the Settlement by [Opt-Out and Objection Date].

If you exclude yourself, you must do so with respect to all claims otherwise covered by this Settlement. You may not exclude yourself with respect to some but not all of these claims. If you do not exclude yourself, and the Court approves the Settlement, you will be bound by the Court's orders and judgments and will release your claims against the University about the issues in this case (including any that you have already initiated in any proceeding). For information on how to exclude yourself or object, visit www.HUCovidSettlement.com or call 1-888-325-1928.

What information is needed from me to participate? None. The Court has issued an order permitting the University, under the Family Educational Rights and Privacy Act ("FERPA"), to disclose to the Claims Administrator the email address and mailing address has on file for each Settlement Class Member. On or before **[Opt-Out and Objection Date]**, you as a Class Member have the option to request that the Court withdraw its order requiring disclosure of your information.

What happens next? The Court, located in Washington, D.C., will hold a hearing on **[Final Approval Hearing Date] at [Hearing Time] ET** (or such other date as set by the Court) to decide whether to approve the Settlement, including how much to pay Class Counsel for their work in representing the Settlement Class and what award, if any, should be given to the Class Representative. You may attend this hearing, but you do not have to. If you filed a timely objection, you or your attorney may ask permission to speak at the hearing at your own cost. The date and time of this hearing may change without further notice. Please check www.HUCovidSettlement.com for updates.

Who represents me? The Court has appointed Thomas J. McKenna and Gregory M. Egleston of Gainey McKenna & Egleston (260 Madison Avenue, 22nd Floor New York, NY 10016 or 1-212-983-1300); and L. Timothy Fisher and Neal J. Deckant of Bursor & Fisher, P.A. (1990 N. California Blvd., Suite 940, Walnut Creek, CA 94596 or 1-925-300-4455) to represent you as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

How do I get more information? For more information, including the Settlement Agreement, Notice sent by email to Settlement Class Members, and Motion for Approval of Attorneys' Fees and Expenses and Class Representative Award, call 1-888-325-1928 or visit www.HUCovidSettlement.com.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.

EXHIBIT A-3

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

CHANEL ADAVENAIXX, individually and on behalf of all similarly situated, *Plaintiff*, v. HOWARD UNIVERSITY, *Defendant*.	Civil Action No. 1:23-cv-00663-DLF

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiff and Settlement Class Representative Chanel Adavenaixx ("Plaintiff" or "Class Representative," and, collectively with the members of the Settlement Class, the "Settlement Class Members"), on the one hand, and Howard University ("Howard" or the "University"), on the other hand, have entered into a Class Action Settlement Agreement and Release entered into as of April [insert], 2024 (the "Settlement" or "Settlement Agreement") to settle the above-captioned litigation (the "Action"). The Settlement Agreement, together with its exhibits incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal with prejudice of the Action. Additionally, Class Counsel has filed a Motion for Preliminary Approval of Class Action Settlement, Preliminary Certification, and Approval of Notice Plan Pursuant to Federal Rule of Civil Procedure 23(e)(1) (the "Motion").[1]

Having reviewed the Settlement Agreement and its exhibits, the Motion, the pleadings, and other papers on file in this action and statements of counsel, the Court finds that the Motion should

[1] Terms used herein shall have the meaning accorded to them in the Settlement Agreement except to the extent otherwise specified herein.

be GRANTED and that this Preliminary Approval Order should be entered. Terms and phrases used in this Preliminary Approval Order not otherwise defined herein shall have the same meanings ascribed to them in the Settlement Agreement.

NOW, THEREFORE, THE COURT HEREBY FINDS, CONCLUDES, AND ORDERS THE FOLLOWING:

1. The Parties have agreed to a class action settlement of all Released Claims. Plaintiff seeks, and for purposes of settlement only the University does not object to, certification of a Settlement Class defined as follows:

> All Howard students enrolled in the Spring 2020 Semester who did not withdraw by March 16, 2020 for whom any amount of tuition and/or fees was paid to Howard from any source other than a scholarship, grant, or tuition remission from Howard, or any other source that did not require repayment, and whose tuition and/or fees have not been fully refunded.

Specifically excluded from the Settlement Class are the following persons:

(i) Any students who received full scholarships or tuition remission from Howard or otherwise were not obligated to make contributions, payments, or third-party arrangements towards tuition and/or fees for the Spring 2020 Semester (*i.e.*, those whose tuition and fees were paid for by institutional aid, tuition benefits, federal/state/local grants, GI/Yellow Ribbon benefits, outside scholarships and/or third-party sponsorships);

(ii) The University and its officers, trustees and their family members;

(iii) Class Counsel;

(iv) The Judge presiding over the Action; and

(v) All persons who properly execute and file a timely opt-out request to be excluded from the Settlement Class.

The Court expressly reserves the right to determine, should the occasion arise, whether Plaintiff's proposed claims may be certified as a class action for purposes other than settlement,

and the University hereby retains all rights to argue that Plaintiff's proposed claims may not be certified for class treatment except for settlement purposes.

2. For purposes of preliminary approval, this Court assesses the Settlement Agreement under Federal Rule of Civil Procedure 23(e). Under Rule 23(e)(1)(B), the Court "must direct notice in a reasonable manner" to proposed Settlement Class Members "if giving notice is justified by the parties' showing that the court will likely be able to (i) approve the proposal [as fair, reasonable, and adequate] under Rule 23(e)(2) and (ii) certify the class for purposes of judgment on the proposal." Fed. R. Civ. P. 23(e)(1)(B). The Court recognizes that Howard's agreement to this Settlement Agreement is not an admission of any fault, wrongdoing, or liability and has made no findings of any fault, wrongdoing, or liability by Howard.

Likely Approval As Fair, Reasonable, And Adequate

3. To determine whether the Settlement Agreement is fair, reasonable. and adequate, Rule 23(e)(2) directs the Court to consider whether:

> (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

4. The Class Representative is adequately representing the proposed Settlement Class: she shares the same alleged injury (that they allegedly paid tuition and fees in exchange for in-person instruction, services, and activities during the Spring 2020 Semester and allegedly were entitled to partial refunds based on the University's transition to remote instruction beginning in March 2020 in response to the COVID-19 pandemic) and the same interests. Thomas J. McKenna,

Esq. and Gregory M. Egleston, Esq. of Gainey McKenna & Egleston and L. Timothy Fisher, Esq. and Neal J. Deckant, Esq. of Bursor & Fisher, P.A. are experienced class counsel who are adequately representing the proposed Settlement Class.

5. There is no question that the Parties are at arm's length. The Settlement Agreement appears to be the result of extensive, non-collusive, arm's-length negotiations between experienced counsel who were adequately informed of the strengths and weaknesses of the case through discovery and whose negotiations were supervised by the Honorable G. Michael Harvey, United States Magistrate Judge.

6. The Settlement Agreement provides adequate relief to the proposed Settlement Class. The University has agreed to pay $2,073,680 to cover cash payments to Settlement Class Members, Notice and Administration Costs, a Fee and Expense Award for Class Counsel, and a Class Representative Award for the Class Representative. From that amount, Settlement Class Members are eligible to receive cash payments. Cash payments will be shares of the Net Settlement Fund divided equally amount Settlement Class Members. Settlement Class Members do not need to file a claim in order to receive a cash payment.

7. If the Settlement Agreement had not been reached, the Parties planned to vigorously contest this matter, including the University's anticipated summary judgment motion(s) and Plaintiff's motion for class certification, and Plaintiff's chances at trial also would have been uncertain. In light of the costs, risks and delay of trial and appeal, this relief is adequate for purposes of Rule 23(e)(1).

8. There is no reason to doubt the effectiveness of distributing relief under the Settlement Agreement. As further addressed below, the Parties propose a Notice program, which

is detailed in Settlement Agreement, which the Court finds is reasonably calculated to reach nearly all members of the proposed Settlement Class.

9. After Notice is provided to Settlement Class Members and in connection with the Final Approval Hearing, this Court will assess the reasonableness of the proposed Settlement and the request of Class Counsel for a Fee and Expense Award and Class Representative Award. At this preliminary stage, the Court finds that the plan to request that the Fee and Expense Award and Class Representative Award be paid from the Net Settlement Fund creates no reason not to direct notice to the proposed Settlement Class and permit Settlement Class Members to be apprised of their rights and the proposed Settlement.

10. No agreements exist between the Parties aside from the Settlement Agreement.

11. The Settlement Agreement treats members of the proposed Settlement Class equitably relative to each other because all members of the proposed Settlement Class are eligible for an equal cash payment from the Net Settlement Fund. These are equitable terms.

12. Having reviewed the Settlement Agreement, the supporting exhibits and the Parties' arguments, this Court finds that the Settlement Agreement is fair, reasonable, and adequate to warrant providing notice to the Settlement Class, and thus likely to be approved, subject to further consideration at the Final Approval Hearing to be conducted as described below.

13. The Court preliminarily approves the Settlement Agreement subject to the Final Approval Hearing for purposes of deciding whether to grant final approval to the Settlement. This determination permitting notice to the Settlement Class is not a final finding, but a determination that there is probable cause to submit the proposed Settlement Agreement to Settlement Class Members and to hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement.

Likely Certification Of Settlement Class

14. Because Settlement Class Members seek damages, the Court assesses the likelihood that it will be able to certify the proposed Settlement Class under Rules 23(a) and 23(b)(3). *See* Fed. R. Civ. P. 23(a)-(b). The Court makes this assessment for the purposes of settlement only at this time.

15. As to the requirements of Rule 23(a) for settlement purposes only, (i) the Settlement Class provisionally certified herein includes thousands of individuals, and joinder of all would be impracticable, (ii) there are questions of law and fact common to the Settlement Class, (iii) the Class Representative's claims are typical of the claims of the Settlement Class she seeks to represent for purposes of settlement and (iv) the Class Representative is an adequate representative of the Settlement Class. As to the requirements of Rule 23(b)(3) for settlement purposes only, questions of law and fact common to the Settlement Class predominate over any questions affecting any individual Settlement Class Member, and a class action on behalf of the Settlement Class is superior to other available means of settling and disposing of this dispute. Because the Settlement Agreement contemplates that no trial of the claims asserted in the Class Action Complaint will be necessary, however, the Court makes no finding as to the manageability of adjudicating those claims on a class basis. *See Amchem Products, Inc. v. Windsor*, 521 U.S. 591 (1997).

16. For these reasons, pursuant to Rule 23, and for settlement purposes only, the Court finds it will likely certify the Settlement Class defined above in Paragraph 1 of this Order and preliminarily certifies the Settlement Class. This finding is subject to further consideration at the Final Approval Hearing to be conducted as described below.

17. The Court hereby preliminarily appoints, for settlement purposes only, the Class Representative as the representative of the Settlement Class. Pursuant to Rule 23(g), the Court

hereby preliminarily appoints, for settlement purposes only, Thomas J. McKenna, Esq. and Gregory M. Egleston, Esq. of Gainey McKenna & Egleston and L. Timothy Fisher, Esq. and Neal J. Deckant, Esq. of Bursor & Fisher, P.A. as Class Counsel for the Settlement Class.

Approval Of The Manner And Form Of Notice

18. Epiq Class Action & Claims Solutions, Inc. has been selected to serve as the Claims Administrator under the terms of the Settlement Agreement. The Court hereby appoints Epiq Class Action & Claims Solutions, Inc. to serve as the Claims Administrator in accordance with the provisions of Section VII of the Settlement Agreement.

19. The Court approves the Notice, the content of which is without material alteration from Exhibits A-1 and A-2 to the Settlement Agreement.

20. The Court approves the creation of the Settlement Website, as defined at Paragraph 36 of the Settlement Agreement, that shall include, at a minimum, copies of the Settlement Agreement and the Notice, and shall be maintained in accordance with the provisions of Section VII of the Settlement Agreement.

21. The Court finds that the Notice program as set forth in the Settlement Agreement, filed concurrently with the Motion, (a) is the best practicable notice, (b) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, (c) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and of their right to object to or to exclude themselves from the Settlement and (d) meets all applicable requirements of applicable law. The Notice program satisfies the requirements of Rule 23(c)(2)(B) and due process. The Court therefore approves the Notice program and the Notice documents substantially in the form attached as the exhibits to the Motion.

22. The Court orders the Claims Administrator to file proof of compliance with the Notice program at least twenty-one (21) days before the Final Approval Hearing.

23. Pursuant to 34 C.F.R. § 99.37(a), the Court finds that names, email addresses, and mailing addresses in education records of current students of the University constitute "directory information" and may be disclosed, without consent, to the Claims Administrator for purposes of providing Notice in this Action if (a) the University has previously provided public notice that the names, email addresses, and mailing addresses are considered "directory information" that may be disclosed to third parties, including public notice of how students may restrict the disclosure of such information; and (b) the student has not exercised a right to block disclosure of any such information, including but not limited to email addresses or mailing addresses by requesting that Howard's Registrar keep their records "confidential" ("FERPA Block"). The University shall not disclose from education records the names, email addresses, or mailing addresses subject to a FERPA Block.

24. Pursuant to 34 C.F.R. § 99.37(b), the Court further finds that names, email addresses, and mailing addresses in education records of former students of the University constitute "directory information" and may be disclosed, without consent, to the Claims Administrator for purposes of providing class notice in this Action, provided that the University continues to honor any valid and un-rescinded FERPA Block (*i.e.*, where students have requested that Howard's Registrar keep their records "confidential"). The University will send notice to Settlement Class Members whose email addresses and mailing addresses are subject to a valid and un-rescinded FERPA Block.

25. This Order shall constitute a "judicial order" within the meaning of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34 C.F.R. § 99.31(a)(9), sufficient to compel the University to provide the Class List information to the Claims Administrator in accordance with Section IV.1 of the Settlement Agreement. The Court further rules that the Notice

and the Notice program constitute a reasonable effort under 34 C.F.R. § 99.31(a)(9)(ii) to notify Settlement Class Members of this Order sufficiently in advance of disclosure to allow the Settlement Class Member an opportunity to seek protective action, including filing a motion to quash with this Court.

Participation In, Exclusion From, Or Objection To The Settlement

26. The Court orders any Settlement Class Member who wishes to exclude himself or herself from the Settlement Class to submit an appropriate, timely request for exclusion in writing that:

a. includes a statement requesting exclusion from the Settlement Class;

b. is personally signed by the Settlement Class Member; and

c. includes the Settlement Class Member's name, mailing address, telephone number, email address, and the caption of the Action.

27. Members of the Settlement Class who wish to be excluded from the Settlement Class must do so with respect to all claims against the University. A member of the Settlement Class may opt out on an individual basis only; so-called "mass" or "class" opt outs shall not be allowed.

28. All requests for exclusion must be submitted no later than ninety-five (95) days after the entry of this Order. Any member of the Settlement Class who submits a timely request for exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

29. Any Settlement Class Member who fails to submit a timely and complete request for exclusion sent to the proper address shall be subject to and bound by the Settlement Agreement and every order or judgment entered pursuant to the Settlement Agreement. Any purported request for exclusion or other communication sent to such address that is unclear or internally inconsistent

with respect to the desire of the Settlement Class Member to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for exclusion signed only by counsel or another representative shall not be permitted.

30. Any Settlement Class Member who wishes to object to the Settlement Agreement or the proposed settlement or to the requested Fees and Expense Award must file with the Court a written objection no later than ninety-five (95) days after the entrance of this Order. Such objection must:

a. state that the person objecting is a Settlement Class Member;

b. include the objecting person's name, address, email, and telephone number;

c. be personally signed by the objecting person;

d. contain a statement that identifies the substance of all objections, provides whether each objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, and provides the specific reasons for all objections, including any legal arguments and evidentiary support (including copies of any documents relied upon); and

e. include a statement whether the objector intends to appear and seek to be heard at the Final Approval Hearing, with or without counsel.

31. The Settlement Class Member must also serve by mail or hand delivery the Settlement Class Member's objection, including all papers or evidence in support thereof, upon the Claims Administrator, Class Counsel and Howard Counsel, at the addresses set forth in the Class Notice.

32. Any Settlement Class Member who fails to properly and timely file a written objection with the Court, along with the required information and documentation set forth in ¶ 30 above, or to serve them as required in ¶ 31 above, shall not be heard during the Final Approval Hearing, shall not have his or her objections be considered by the Court and shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

33. Class Counsel and Howard Counsel may respond to any objection filed by a Settlement Class Member, and must file such a response with the Court no later than seven (7) days prior to the Final Approval Hearing.

34. Settlement Class Members may not both object and opt out. If a member of the Settlement Class submits both a request for exclusion and an objection, the request for exclusion shall be controlling.

35. Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement Agreement, the proposed Settlement, or the requested Fees and Expense Award will be at the Settlement Class Member's expense.

36. Any attorney hired by a Settlement Class Member for the purpose of objecting to the proposed Settlement or to the requested Fee and Expense Award and who intends to make an appearance at the Final Approval Hearing must provide to the Claims Administrator (who shall forward it to Class Counsel and Howard Counsel) and file with the Clerk of the Court a notice of intention to appear no later than ninety-five (95) days after the entry of this Order.

37. Any Settlement Class Member who files and serves a written objection and who intends to make an appearance at the Final Approval Hearing must provide to the Claims Administrator (who shall forward it to Class Counsel and Howard Counsel) and file with the Court a notice of intention to appear no later than ninety-five (95) days after the entry of this Order.

38. The Court orders the Claims Administrator to establish a post office box in the name of the Claims Administrator to be used for receiving requests for exclusion, objections, notices of intention to appear, and any other communications. Only the Claims Administrator, Class Counsel, the University's counsel, the University, the Court, the Clerk of the Court, and their designated agents shall have access to this post office box, except as otherwise provided in the Settlement Agreement.

39. The Court orders the Claims Administrator to promptly furnish Class Counsel and Howard Counsel with copies of any and all written requests for exclusion, notices of intention to appear, or other communications that come into its possession, except as expressly provided in the Settlement Agreement.

40. The Court orders that Class Counsel shall file their applications for a Fee and Expense Award and a Class Representative Award in accordance with the terms set forth in Section X of the Settlement Agreement.

41. The Court orders the Claims Administrator to provide Class Counsel and Howard Counsel with copies of all requests for exclusion on a weekly basis by email and to provide the Opt-Out List to Class Counsel and Howard Counsel no later than seven (7) days after the Opt-Out and Objection Date. The Court further orders Class Counsel to file with the Court the Opt-Out List with an affidavit from the Claims Administrator attesting to the completeness and accuracy thereof no later than three (3) business days thereafter or on such other date as the Parties may direct.

Final Approval Hearing And Related Deadlines

42. This Court will hold a Final Approval Hearing, on [_____] at [__:__], in the United States District Court for the District of Columbia, Courtroom [_____], 333 Constitution Ave., N.W., Washington, D.C. 20001 or by remote means as ordered by the Court.

The purposes of the Final Approval Hearing will be to consider the fairness, reasonableness. and adequacy of the proposed Settlement and the application for a Fee and Expense Award and a Class Representative Award, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement, granting Class Counsel's application for a Fee and Expense Award, granting the application for a Class Representative Award, and dismissing the claims against the University with prejudice.

43. The Court reserves the right to adjourn the Final Approval Hearing without further notice to Settlement Class Members, or to approve the Settlement with modification without further notice to Settlement Class Members.

44. Class Counsel's papers in support of any application for a Fee and Expense Award and/or Class Representative Award shall be filed no later than fourteen (14) days prior to the Opt-Out and Objection Date.

45. Class Counsel's papers in support of final approval of the Settlement shall be filed no later than ten (10) days prior to the Final Approval Hearing.

Effects Of This Preliminary Approval Order

46. All members of the Settlement Class, unless and until they have timely and properly excluded themselves from the Settlement Class, are preliminarily enjoined from (a) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, participant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action and/or the Released Claims, (b) filing, commencing, participating in, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any member of the Settlement Class, regardless of whether or not they have been excluded from the Settlement Class, based on, relating to, or arising

out of the claims and causes of action or the facts and circumstances giving rise to the Action and/or the Released Claims and (c) attempting to effect Opt-Outs of a class of individuals in this lawsuit or any other lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action and/or the Released Claims.

47. Within twenty-one (21) business days following the entry of Final Judgment, Howard shall pay into the Escrow Account the Settlement Amount, less any costs of Notice and Administration Costs that Howard already remitted to the Claims Administrator related to effectuating Notice pursuant to Section IV of the Settlement Agreement.

48. Any member of the Settlement Class who does not submit a timely, written request for exclusion from the Settlement Class (*i.e.*, become an Opt-Out) will be bound by all proceedings, orders, and judgments in the Action, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

49. If for any reason the Settlement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated, or materially modified on appeal (and, in the event of material modification (which shall not include any reduction to a Fee and Expense Award or to the Class Representative Award), if either party elects to terminate the Settlement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement Agreement, survive termination of the Settlement Agreement), and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement Agreement.

Dated: _____

/s/
Dabney L. Friedrich
United States District Judge

EXHIBIT B

Free Newsletter Sign Up

Business & Practice

Big Law Rates Topping $2,000 Leave Value 'In Eye of Beholder'

By Roy Strom

Column
June 9, 2022, 2:30 AM

Welcome back to the Big Law Business column on the changing legal marketplace written by me, Roy Strom. Today, we look at a new threshold for lawyers' billing rates and why it's so difficult to put a price on high-powered attorneys. Sign up to receive this column in your inbox on Thursday mornings. Programming note: Big Law Business will be off next week.

Some of the nation's top law firms are charging more than $2,000 an hour, setting a new pinnacle after a two-year burst in demand.

Partners at Hogan Lovells and Latham & Watkins have crossed the threshold, according to court documents in bankruptcy cases filed within the past year.

Other firms came close to the mark, billing more than $1,900, according to the documents. They include Kirkland & Ellis, Simpson Thacher & Bartlett, Boies Schiller Flexner, and Sidley Austin.

Simpson Thacher & Bartlett litigator Bryce Friedman, who helps big-name clients out of jams, especially when they're accused of fraud, charges $1,965 every 60 minutes, according to a court document.

In need of a former acting US Solicitor General? Hogan Lovells partner Neal Katyal bills time at $2,465 an hour. Want to hire famous litigator David Boies? That'll cost $1,950 an hour (at least). Reuters was first to report their fees.

Eye-watering rates are nothing new for Big Law firms, which typically ask clients to pay higher prices at least once a year, regardless of broader market conditions.

"Value is in the eye of the beholder," said John O'Connor, a San Francisco-based expert on legal fees. "The perceived value of a good lawyer can reach into the multi-billions of dollars."

Kirkland & Ellis declined to comment on its billing rates. None of the other firms responded to requests to comment.

Charge It Up

Big Law firms are crossing the $2,000-an-hour threshold after two years of surging rates driven by an increase in demand for lawyers.

Firm	Highest Billing Rate
Hogan Lovells	$2,465
Latham & Watkins	$2,075
Kirkland & Ellis	$1,995
Simpson Thacher & Bartlett	$1,965
Boies Schiller Flexner	$1,950
Sidley Austin	$1,900

Source: Court documents

Bloomberg Law

Law firms have been more successful raising rates than most other businesses over the past 15 years.

Law firm rates rose by roughly 40 percent from 2007 to 2020, or just short of 3 percent per year, Thomson Reuters Peer Monitor data show. US inflation rose by about 28% during that time.

The 100 largest law firms in the past two years achieved their largest rate increases in more than a decade, Peer Monitor says. The rates surged more than 6% in 2020 and grew another 5.6% through November of last year. Neither level had been breached since 2008.

The price hikes occurred during a once-in-a-decade surge in demand for law services, which propelled profits at firms to new levels. Fourteen law firms reported average profits per equity partner in 2021 over $5 million, according to data from The American Lawyer. That was up from six the previous year.

The highest-performing firms, where lawyers charge the highest prices, have outperformed their smaller peers. Firms with leading practices in markets such as mergers and acquisitions, capital markets, and real estate were forced to turn away work at some points during the pandemic-fueled surge.

Firms receive relatively tepid pushback from their giant corporate clients, especially when advising on bet-the-company litigation or billion-dollar deals.

The portion of bills law firms collected—a sign of how willingly clients pay full-freight—rose during the previous two years after drifting lower following the Great Financial Crisis. Collection rates last year breached 90% for the first time since 2009, Peer Monitor data show.

Professional rules prohibit lawyers from charging "unconscionable" or "unreasonable" rates. But that doesn't preclude clients from paying any price they perceive as valuable, said Jacqueline Vinaccia, a San Diego-based lawyer who testifies on lawyer fee disputes.

Lawyers' fees are usually only contested when they will be paid by a third party.

That happened recently with Hogan Lovells' Katyal, whose nearly $2,500 an hour fee was contested in May by a US trustee overseeing a bankruptcy case involving a Johnson & Johnson unit facing claims its talc-based powders caused cancer.

The trustee, who protects the financial interests of bankruptcy estates, argued Katyal's fee was more than $1,000 an hour higher than rates charged by lawyers in the same case at Jones Day and Skadden Arps Slate Meagher & Flom.

A hearing on the trustee's objection is scheduled for next week. Hogan Lovells did not respond to a request for comment on the objection.

Vinaccia said the firm's options will be to reduce its fee, withdraw from the case, or argue the levy is reasonable, most likely based on Katyal's extensive experience arguing appeals.

Still, the hourly rate shows just how valuable the most prestigious lawyers' time can be—even compared to their highly compensated competitors.

"If the argument is that Jones Day and Skadden Arps are less expensive, then you're already talking about the cream of the crop, the top-of-the-barrel law firms," Vinaccia said. "I can't imagine a case in which I might argue those two firms are more reasonable than the rates I'm dealing with."

Worth Your Time

On Cravath: Cravath Swaine & Moore is heading to Washington, opening its first new office since 1973 by hiring former heads of the U.S. Securities and Exchange Commission and Federal Deposit Insurance Corporation. Meghan Tribe reports the move comes as Big Law firms are looking to add federal government expertise as clients face more regulatory scrutiny.

On Big Law Promotions: It's rare that associates get promotions to partner in June, but Camille Vasquez is now a Brown Rudnick partner after she shot to fame representing Johnny Depp in his defamation trial against ex-wife Amber Heard.

On Working From Home: I spoke this week with Quinn Emanuel's John Quinn about why he thinks law firm life is never going back to the office-first culture that was upset by the pandemic. Listen to the podcast here.

00:00:00

That's it for this week! Thanks for reading and please send me your thoughts, critiques, and tips.

To contact the reporter on this story: Roy Strom in Chicago at rstrom@bloomberglaw.com

To contact the editors responsible for this story: Chris Opfer at copfer@bloomberglaw.com; John Hughes at jhughes@bloombergindustry.com

Documents

Trustee's Objection

Related Articles

Overworked Big Law Can't Find Enough Lawyers With Demand Surging	Dec. 9, 2021, 3:00 AM
Never Underestimate Big Law's Ability to Raise Billing Rates	Aug. 12, 2021, 3:00 AM

Law Firms

Simpson Thacher
Hogan Lovells
Jones Day
Skadden
Sidley Austin
Quinn Emanuel
Cravath Swaine & Moore
Latham & Watkins
Kirkland & Ellis
Boies Schiller Flexner

Topics

expert fees
compensation of bankruptcy attorney
acquisitions
U.S. trustees
financial markets
client-paid legal fees
data breaches

Companies

Johnson & Johnson
Thomson Reuters Corp

© 2022 The Bureau of National Affairs, Inc. All Rights Reserved

EXHIBIT C

CounselLink®

Enterprise Legal Management Trends Report

INSIGHT INTO 7 KEY METRICS

JUNE 2022

LexisNexis®

CounselLink®

Enterprise Legal Management Trends Report

INSIGHTS ARE BASED ON DATA DERIVED FROM

Executive Highlights

Insights are based on data derived from over $49 billion in legal spending, more than 350,000 timekeepers, and more than 1.2 million matters. The key metrics are based on 2021 charges billed by outside counsel.

2021 RECORD SETTING YEAR FOR MERGERS & ACQUISITIONS

LexisNexis® CounselLink® data aligns with reports of 2021 being a record setting year for global mergers and acquisitions. Mergers & Acquisitions (M&A) related legal fees processed through CounselLink in 2021 represented 7.4% of total legal billing, a significant increase from 4.3% in 2020. The data also reflects that greater demand for M&A legal expertise resulted in material price increases. The median partner rate billed for M&A work in 2021 was $878, a 6.1% increase over the prior year median.

HOURLY RATE INCREASES SHOW NO SIGNS OF SLOWING

Consistent with what we observed in 2020, despite pandemic-related and other pressures for legal departments to reduce outside counsel spending, hourly rate increases paid to US firms showed no signs of slowing. On average, 2021 partner hourly rates increased by 3.4% relative to 2020. This compares to 3.5% growth in 2020 versus 2019.

USE OF ALTERNATIVE FEE ARRANGEMENT CONTINUES TO INCREASE

In 2021, 14.8% of matters had at least a portion of their billing under an arrangement other than hourly billing. Non-hourly fees billed accounted 9.6% of all billings. Use of alternative fee arrangements (AFAs) has been slowly rising over the years, showing an increased appetite by corporate counsel for AFAs, and a willingness by law firms to provide them.

THE “LARGEST 50” FIRMS ACCOUNT FOR LARGEST SHARE OF SPENDING

The “Largest 50” firms (those with more than 750 lawyers) continue to account for the largest share of U.S. legal spending. In 2021, 46% of outside counsel fees were paid to these firms, consistent with recent year results. Further, the largest firms are continuing to gain share of wallet for the highest rate work. The three practices commanding the highest partner rates are Mergers & Acquisitions; Finance, Loans & Investments; and Regulatory & Compliance. Combining these types of matters, the “Largest 50” firms had a 61% share of legal billings in 2021. Several sub-categories of other matter categories with high partner rates follow the same pattern. For example, those firms had a 77% share of IP Litigation and a 78% share of Corporate Antitrust work.

Introduction

The first edition of the annual CounselLink Enterprise Legal Management Trends Report was published in October 2013. That report established a set of six key metrics based on data available via the CounselLink Enterprise Legal Management platform and provided insights that corporate law departments and law firms could use to guide their decisions and subsequent actions. Beginning with the 2021 edition, a seventh key metric has been added to highlight hourly rates billed by law firm partners located in countries outside of the United Sates.

With the volume of data available for analysis growing with each passing year, the 2022 edition of the Trends Report represents the most up-to-date and detailed picture of how legal market dynamics are evolving over time.

As always, information about the methodologies used, definitions, and expert contributors conducting the analysis are presented at the end of the report.

TABLE OF CONTENTS

5 The Seven Key Metrics

6 #1A: Blended Hourly Rate for Matters by Practice Area

7 #1B: Blended Hourly Rate for Matters – by Subcategory

11 #2: Law Firm Consolidation:
Number of Legal Vendors Used by Corporations

12 #3A: Alternative Fee Arrangement (AFA) Usage by Matter

13 #3B: Alternative Fee Arrangement (AFA) Usage by Billings

14 #4: Partner Hourly Rate Differences by Law Firm Size

15 #5A: Partner Hourly Rate Growth by City

16 #5B: Partner Hourly Rate Growth by State

17 #6A: Median Partner Hourly Rate by Practice Area

18 #6B: Median Partner Rates by Subcategory of Work

20 #6C: Partner Hourly Rate Growth by Practice Area

21 #7A: International Partner Rates for Litigation and IP

22 #7B: International Partner Rates for Employment and Corporate

23 About the Trends Report

24 Expert Contributor

Update on seven key metrics

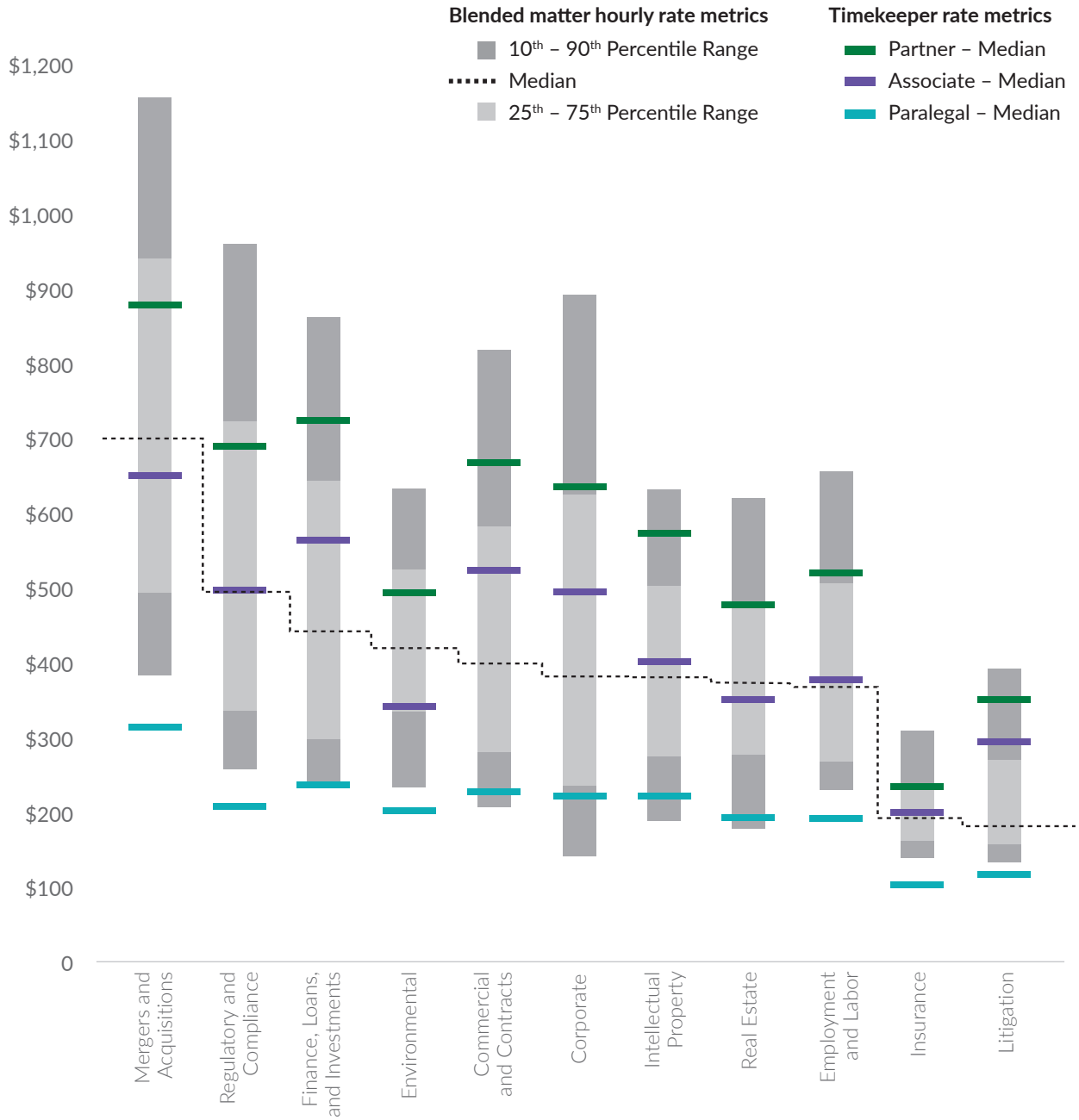
Each annual update of the CounselLink Enterprise Legal Management Trends Report covers a standard set of key metrics related to hourly legal rates and the corporate procurement of legal services.

1A KEY METRIC

Blended Hourly Rate for Matters by Practice Area

BLENDED HOURLY RATES AND RATE VOLATILITY DIFFER BY TYPE OF WORK

All analysis is based on data through December 31, 2021
Practice areas ordered by median blended matter rates



Volatility Rate	5	7	7	3	6	10	5	4	5	3	5

Volatility is a calculated indicator of blended rate variability. Higher numbers suggest better possibilities for negotiating rates and/or changing the assigned timekeeper mix.

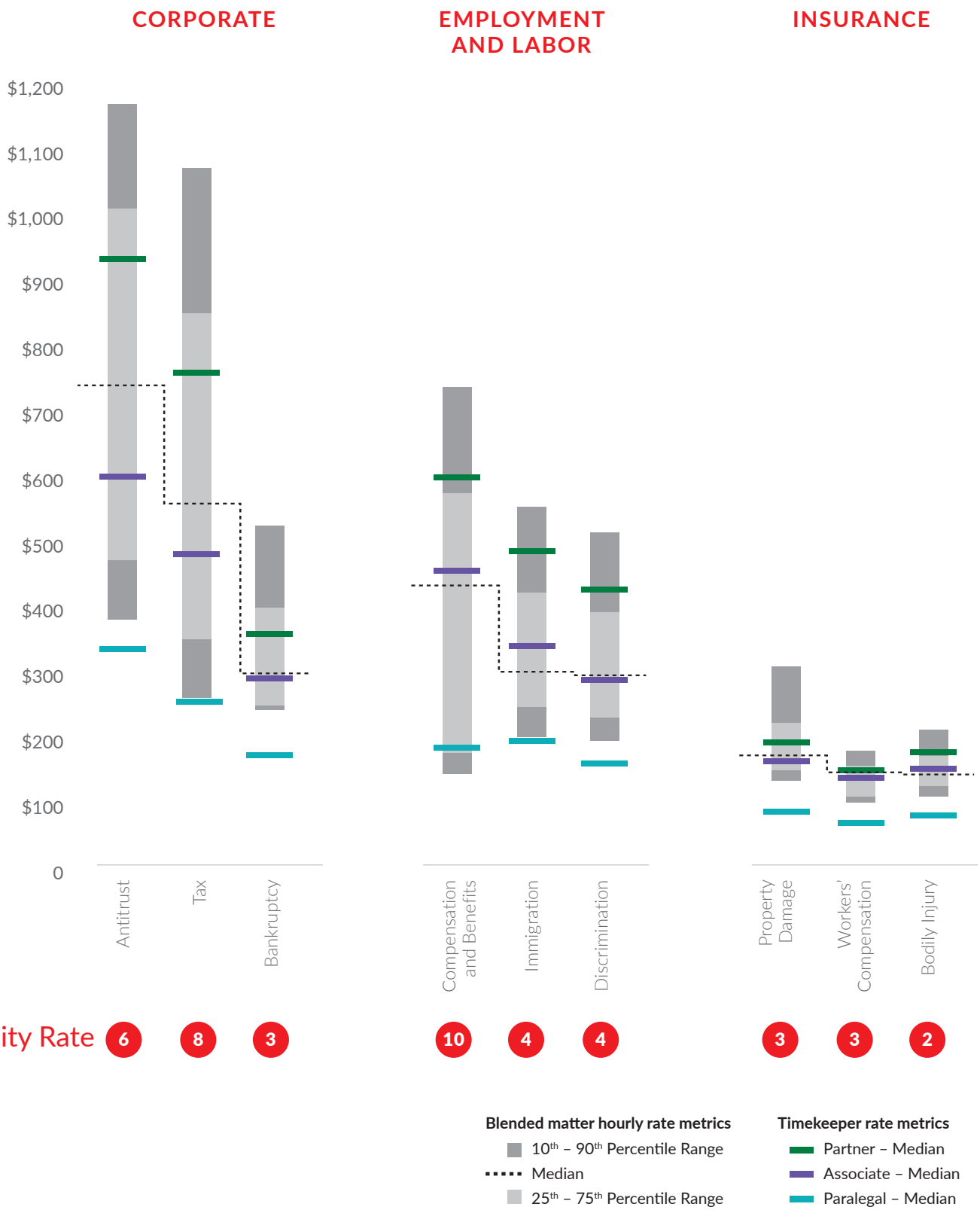
See page 9 for guidance on interpreting all blended hourly rates charts.

1B KEY METRIC

Blended Hourly Rate for Matters – by Subcategory

BLENDED HOURLY RATES AND RATE VOLATILITY DIFFER BY SUBCATEGORY OF WORK

All analysis is based on data through December 31, 2021
Practice areas ordered by median blended matter rates

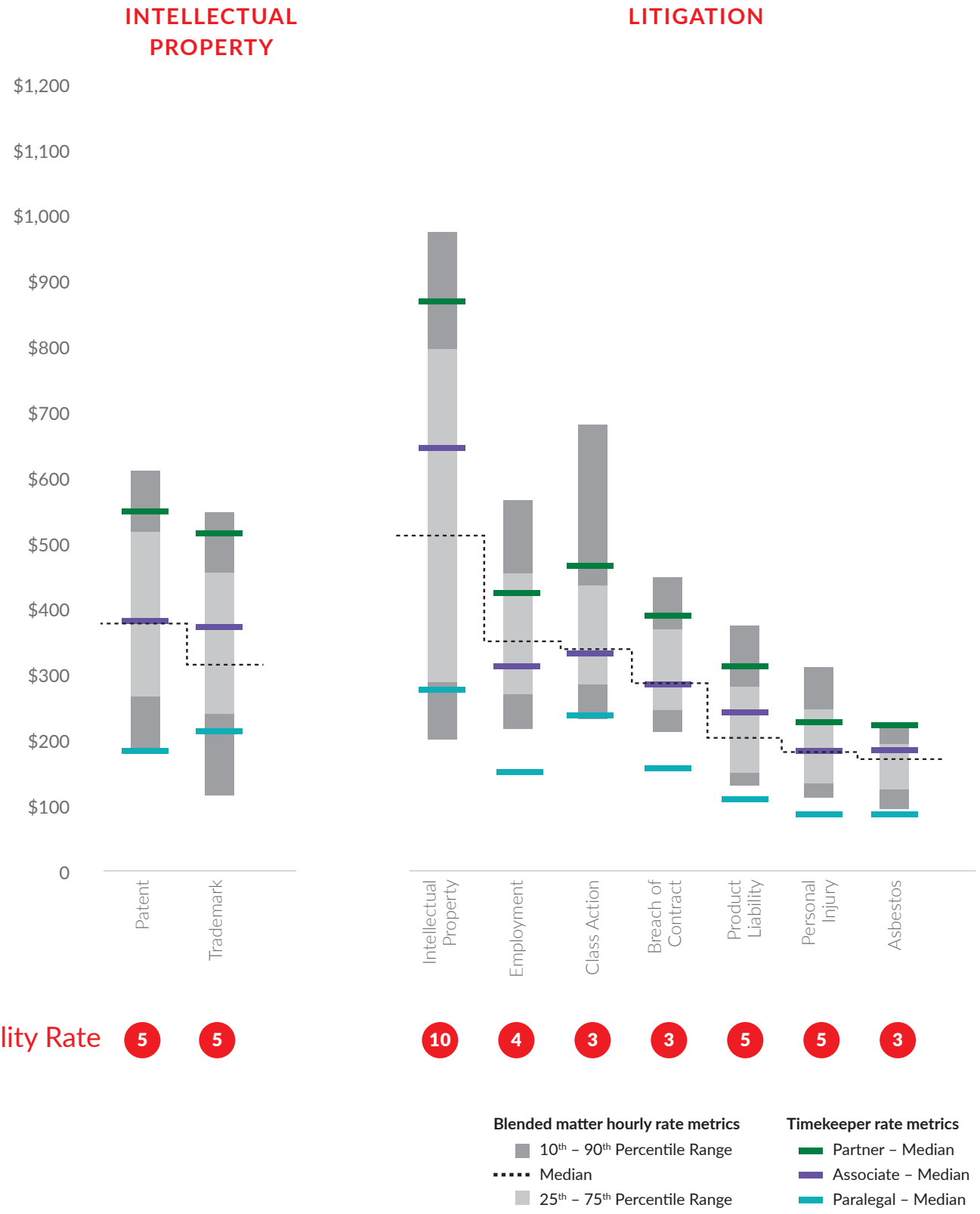


1B
KEY METRIC

Blended Hourly Rate for Matters – by Subcategory

BLENDED HOURLY RATES AND RATE VOLATILITY DIFFER BY SUBCATEGORY OF WORK

All analysis is based on data through December 31, 2021
Practice areas ordered by median blended matter rates



Interpreting the Charts:

The charts on the previous pages capture matter level benchmarks. It's important to distinguish that Metric 1 is not benchmarking individual timekeeper rates, but rather the blended rates that result from the multiple timekeepers that work on a given matter. As a guide to interpreting the output, compare the two categories Corporate and Employment & Labor. These two categories have very similar median blended average matter rate ($376 and $366, respectively). But note that Corporate matters have a median partner rate of $636, considerably higher than that of Employment & Labor ($520). This indicates that relative to Corporate work, Employment & Labor matters are staffed more significantly with non-partners, whose hourly rates bring down the overall blended average matter rates.

The Volatility Index provided in this section is a calculated marker that shows the variability in blended matter rates. Using a 10-point scale, the Index highlights the broad spread between the 25th and 75th percentiles of hourly rates. High volatility scores indicate greater variance in prices paid based on the mix of timekeepers and individual hourly rates.

Although individual lawyer rates are the focus of considerable industry attention, it is equally, or arguably more important, to look at the bigger picture: the blended average rate of the different timekeepers that work on a matter. The chart shows that the median blended hourly rate is highest for Mergers and Acquisitions, which often involve the most expensive firms and require significant partner engagement.

Comparing the Corporate category to Insurance as an example, the spread between the 25th and 75th percentiles of blended hourly rates for Corporate work is broader than the spread for Insurance. On a 10-point scale, Corporate has a Volatility Index of 10 while Insurance has an Index of three, which indicates that the mix of timekeepers and rates paid on Corporate matters vary significantly compared to the timekeeper mix and rates paid for Insurance matters. A high Volatility Index could also indicate that a category represents a wide range of matter types.

The 2020 data revealed that three matter categories have relatively low Volatility Indices (lower than 5), which means rates are consistent and less subject to negotiations between corporations and their firms:

- Insurance
- Real Estate
- Environmental

The two matter categories with the greatest change relative to the prior year are Mergers & Acquisitions and Commercial & Contracts. The median blended average matter rate for these categories increased 7% relative to 2020.

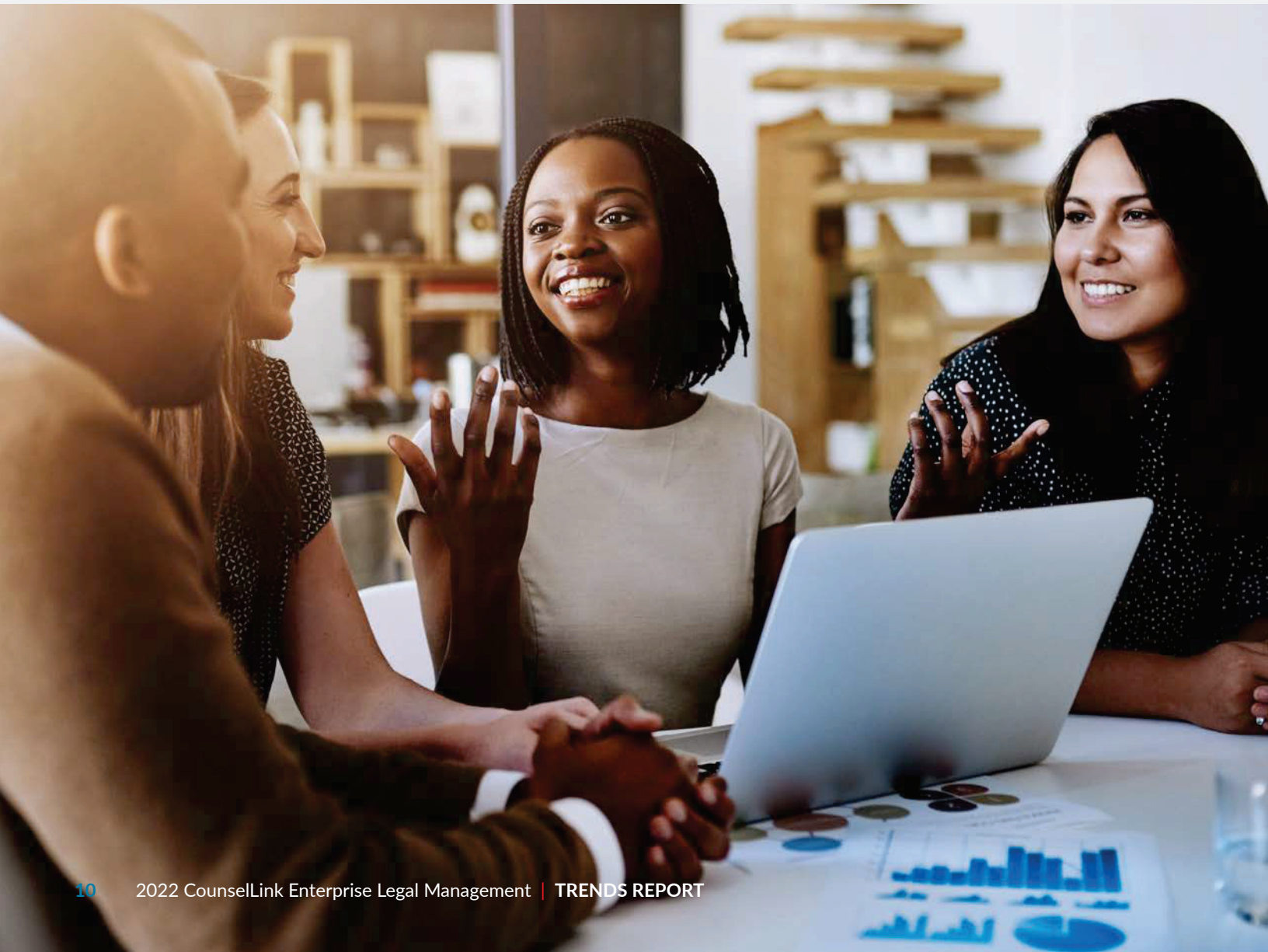
Legal departments can compare their own data against these rates and ranges for help managing costs. If departments are paying at or near the top of the range for more volatile matter types, there may be opportunities to negotiate lower rates or request a different mix of timekeepers to reduce costs. Note, however, that when looking at trends, it is important to evaluate the entire range of rates rather than focusing solely on the median rate.

Key Metric 1B: ***Blended Hourly Rates and Rate Volatility Differ by Legal Work Subcategories***

Key Metric #1 measures average billing rates for high-level categories of legal work. Beginning in 2021, the Trends Report expanded upon this to include benchmarks for more granular categories of work to continue to provide more meaningful data points for decision-making in the legal industry.

Note that several of the sub-categories have Volatility Indices that are lower than that of their parent categories. For example, refer to the Corporate practice area in Key Metric #1 which had a Volatility Index of 10.

The three sub-categories of Corporate reflected in Key Metric #1B include Antitrust, Bankruptcy, and Tax. These areas have volatility scores of 6, 3, and 8 respectively. This can be interpreted to mean that as we narrow down to more granular/similar types of work, there is less variability between the 25th and 75th percentile blended average rates paid for these specific types of legal work relative to the broader category of Corporate. For example, there is greater consistency in the staffing and/or negotiated rates for these types of work, particularly for Antitrust and Bankruptcy.

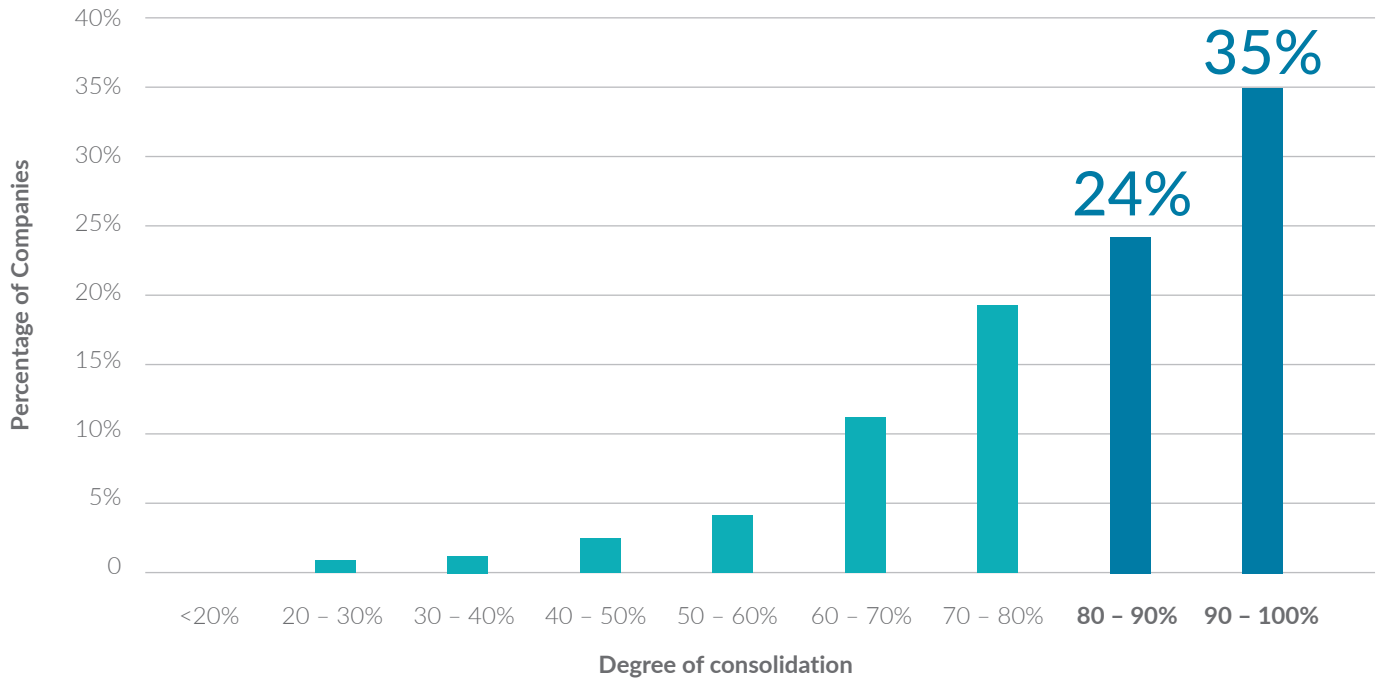


2
KEY METRIC

Law Firm Consolidation: Number of Legal Vendors Used by Corporations

HALF OF COMPANIES IN THE COUNSELLINK DATA POOL HAVE 10 FIRMS OR FEWER THAT ACCOUNT FOR AT LEAST 80% OF THEIR OUTSIDE COUNSEL FEES

All analysis is based on data through December 31, 2021



Interpreting the Chart:

This chart shows the degree of law firm consolidation among companies whose outside counsel legal billings are processed through CounselLink. The horizontal axis separates participating companies into nine segments representing different degrees of consolidation. For example, the bar on the far right shows that 35% of participating companies have 90 – 100% of their legal billings with 10 or fewer vendors; these are the most consolidated legal departments. The far left bar shows that just 1% of companies have 20 – 30% of their legal billings with 10 or fewer firms. In 2020, we noted a subtle shift of law departments that had dropped from between 80-90% on the chart to the 70-80% bucket. That shift has reversed itself, and we see 59% of companies with high levels of law firm consolidation, consistent with consolidation levels noted in the last five years (excepting 2020).

Industry type plays a significant role in consolidation.

HIGH DEGREES OF CONSOLIDATION:

- 88% Transportation and Warehousing
- 83% Information Companies
- 78% Retail Trade
- 74% Manufacturing

LOW DEGREES OF CONSOLIDATION:

- 40% Finance Insurance
- 36% Utilities

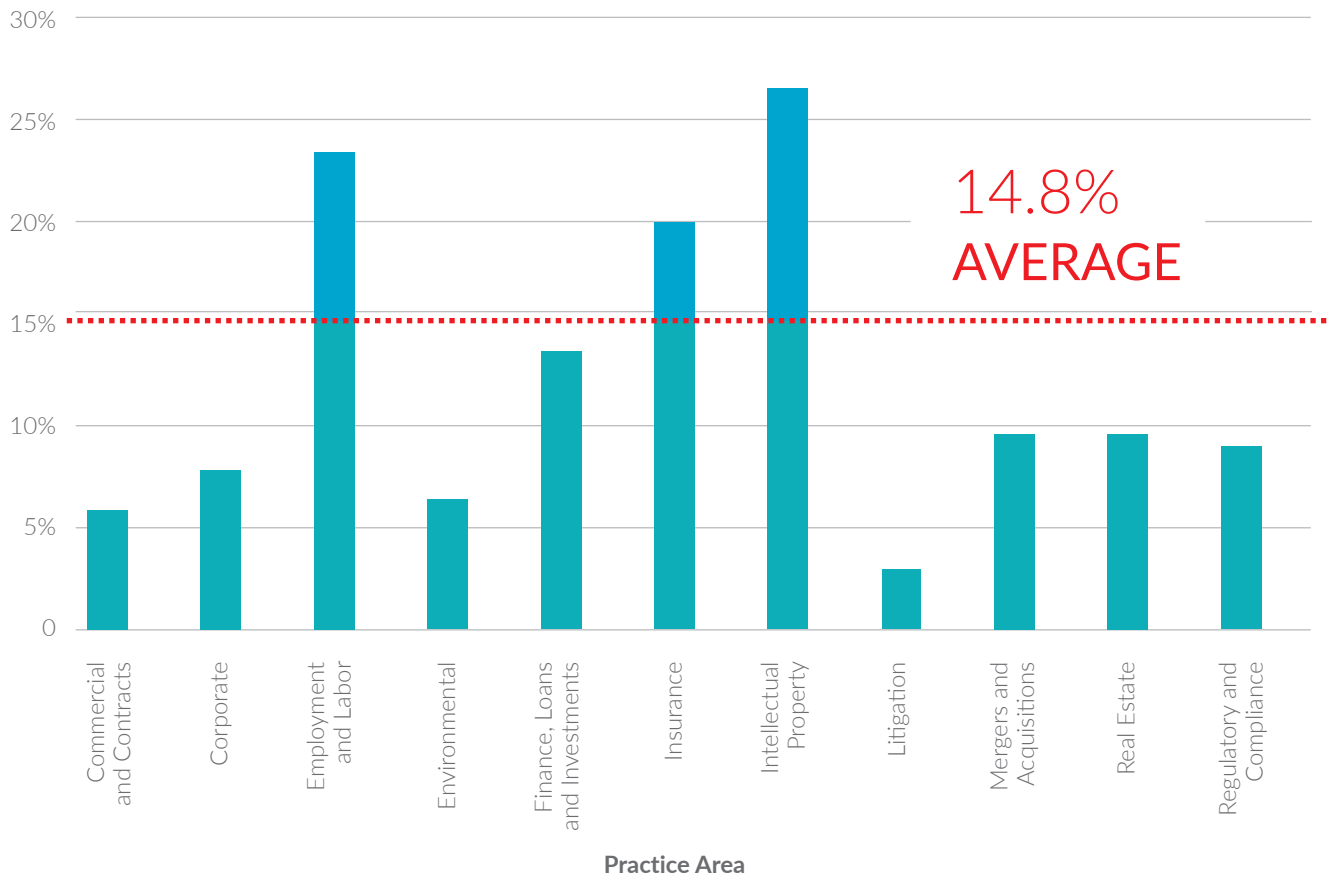
3A KEY METRIC

Alternative Fee Arrangement (AFA) Usage by Matter

SOME FORM OF AFAs WERE USED IN 14.8% OF MATTERS

Based on 12 months of data ending December 31, 2021

PERCENTAGE OF MATTERS UTILIZING AFAs



The use of AFAs to govern legal service payments varies considerably by legal matter type. High volume, predictable work included in Intellectual Property, Insurance, and the Employment and Labor categories continue to have the highest volume of matters billed under AFAs.

INTELLECTUAL PROPERTY | INSURANCE | EMPLOYMENT & LABOR

utilized AFAs for at least **20%** of matters

Other matter categories are gaining in use of alternative billing. Mergers and Acquisitions, Real Estate, and Regulatory and Compliance have nearly 10% of matters with non-hourly billing.

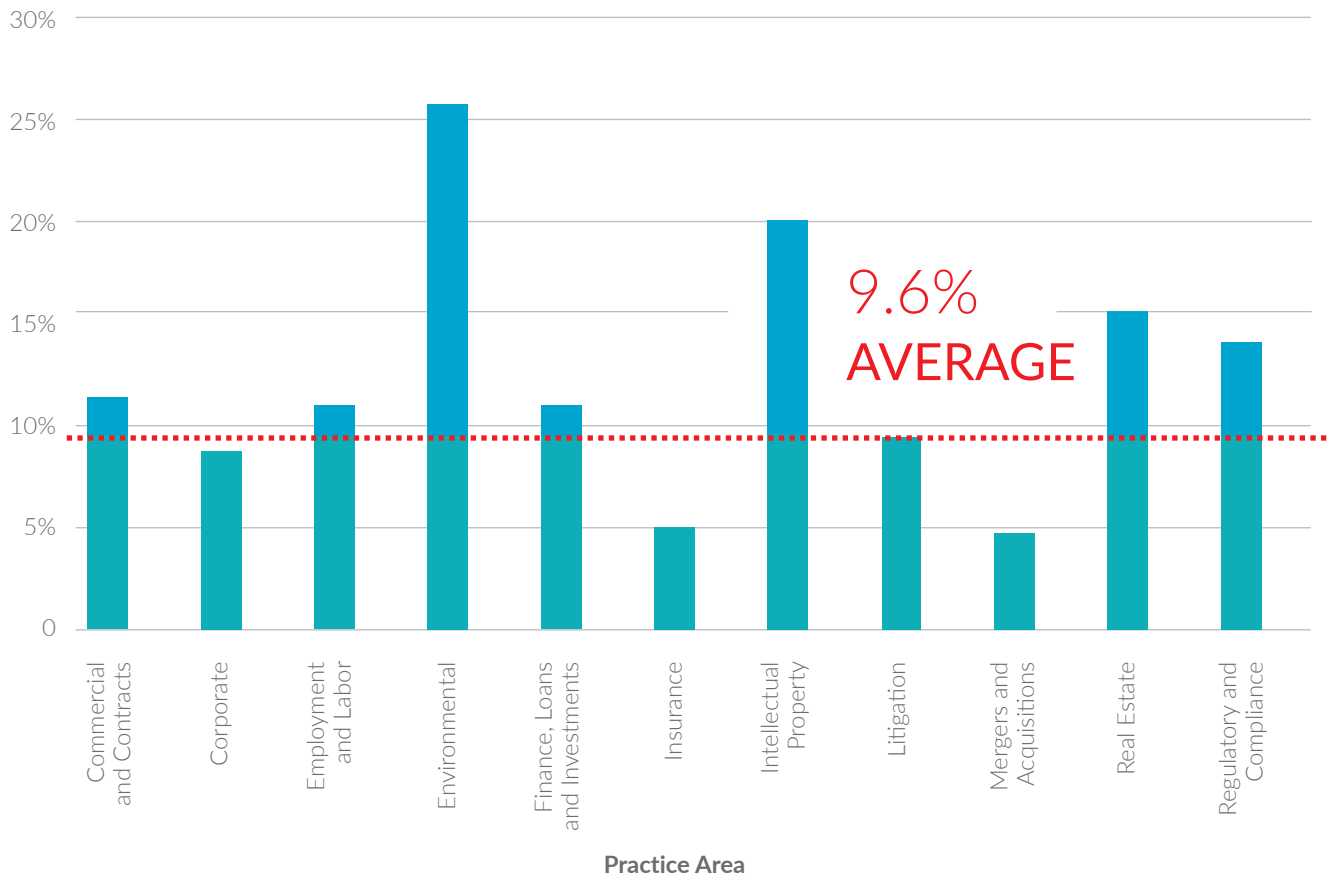
3B KEY METRIC

Alternative Fee Arrangement (AFA) Usage by Billings

SOME FORM OF AFAs WERE USED IN 9.6% OF BILLINGS

Based on 12 months of data ending December 31, 2021

PERCENTAGE OF BILLINGS UTILIZING AFAs



The use of Alternative Fee Arrangements has been gradually increasing as the industry slowly moves in the direction of not relying solely on hourly billing as the mechanism for payment of legal services. When CounselLink first started reporting on these key metric ten years ago, AFAs were used in approximately 12% of matters and 7% of fees and billings.

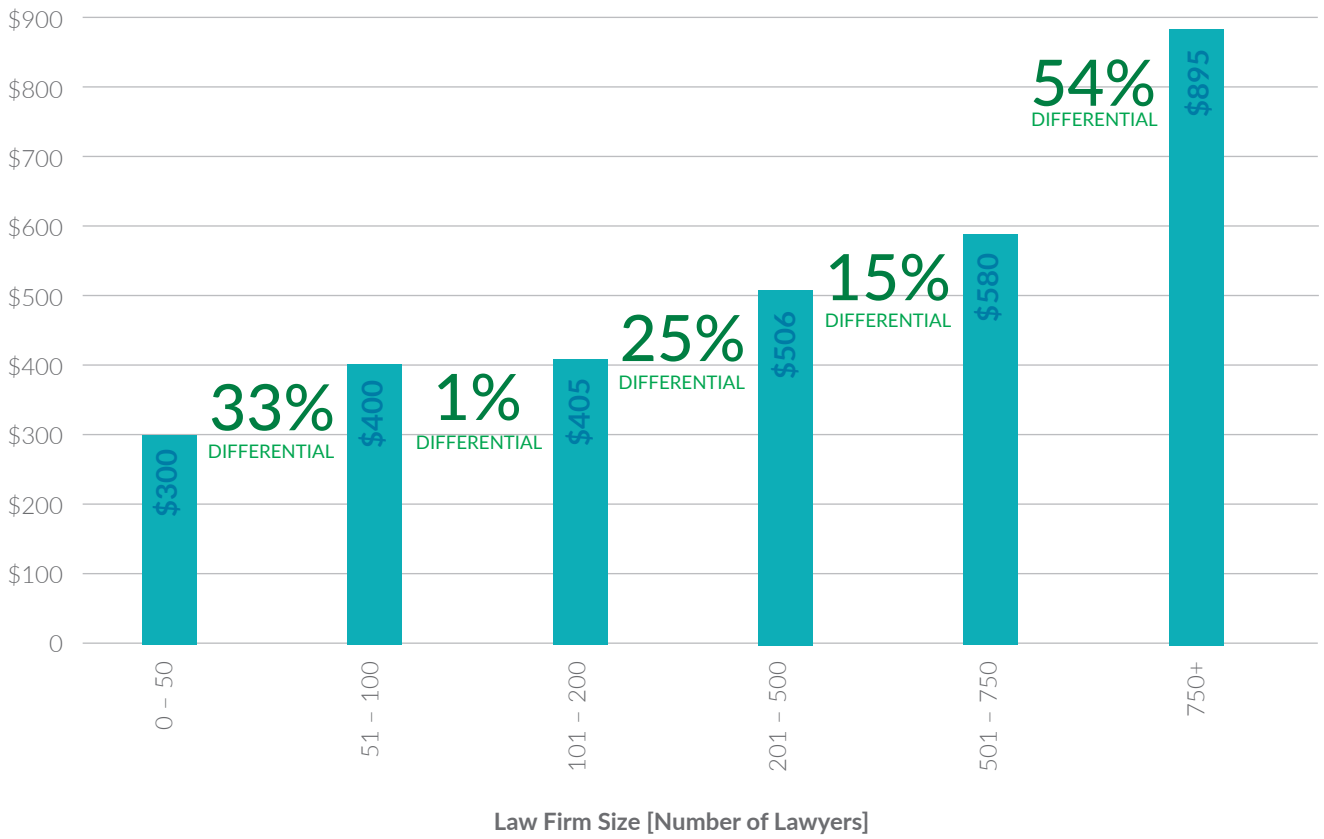
4
KEY METRIC

Partner Hourly Rate Differences by Law Firm Size

MEDIAN RATES ACROSS PRACTICE AREAS, EXCLUDING INSURANCE

Based on 12 months of data ending December 31, 2021

MEDIAN PARTNER HOURLY RATES BY LAW FIRM SIZE



The size of a law firm is highly correlated to the rates billed by its lawyers. This progression is especially notable for the largest category of firms, those with 750 or more lawyers. The median hourly billing rate for partners in firms with more than 750 lawyers ($895) is 54% higher than the median hourly billing rate billed by partners in the next smaller tier of firms ($575).

Relative to prior years, the 54% differential for the largest firms compared to the next tier of firms is the largest in all the years we have tracked this metric. The differential was 47% for 2020.

Additionally, relative to prior years, the gap between mid-sized firm rates has narrowed. The median partner rate for firms with 51-100 lawyers ($400) is nearly the same as that for firms with 101-200 lawyers ($405).

The average partner growth rate for the largest firms was 4.6% in 2021 relative to 2020—the largest increase of the various law firm bands.

AVERAGE PARTNER GROWTH RATE
FOR THE LARGEST FIRMS **4.6%** 2021 RELATIVE TO 2020

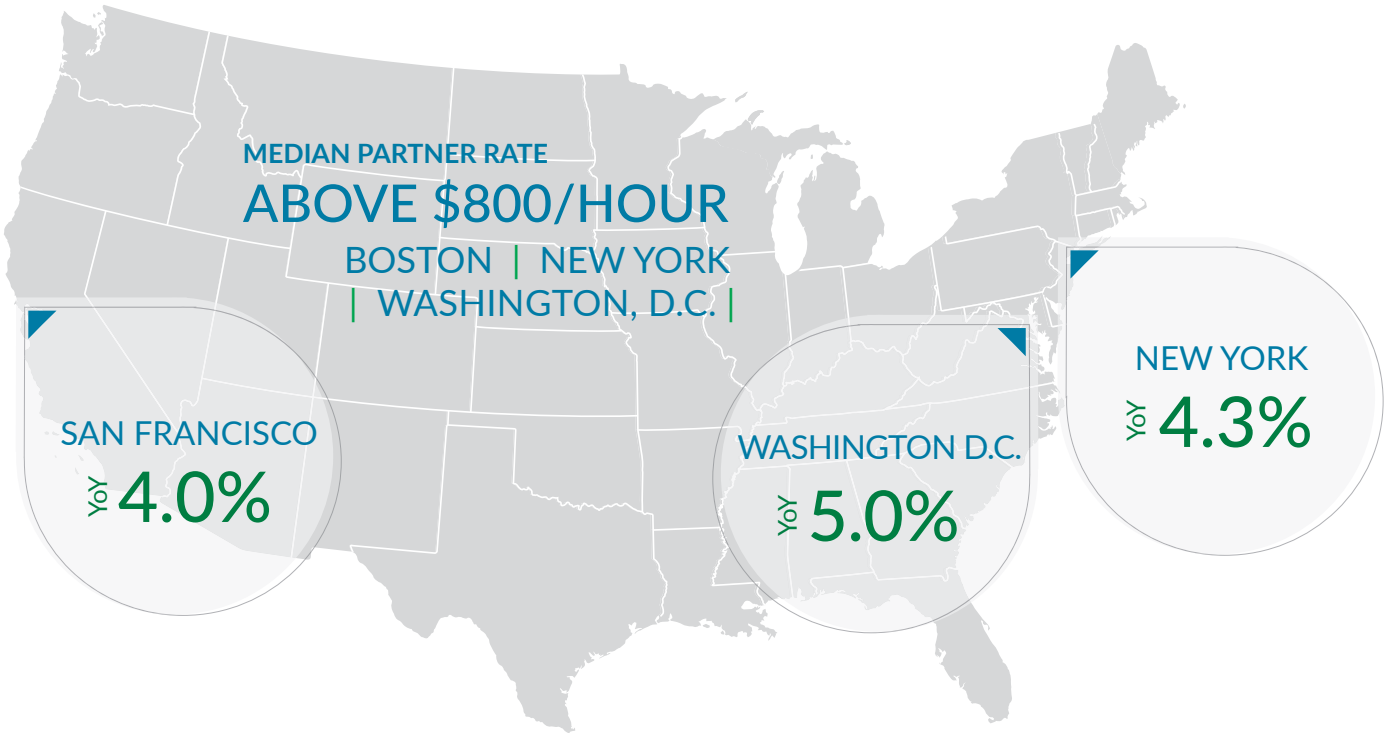
5A KEY METRIC

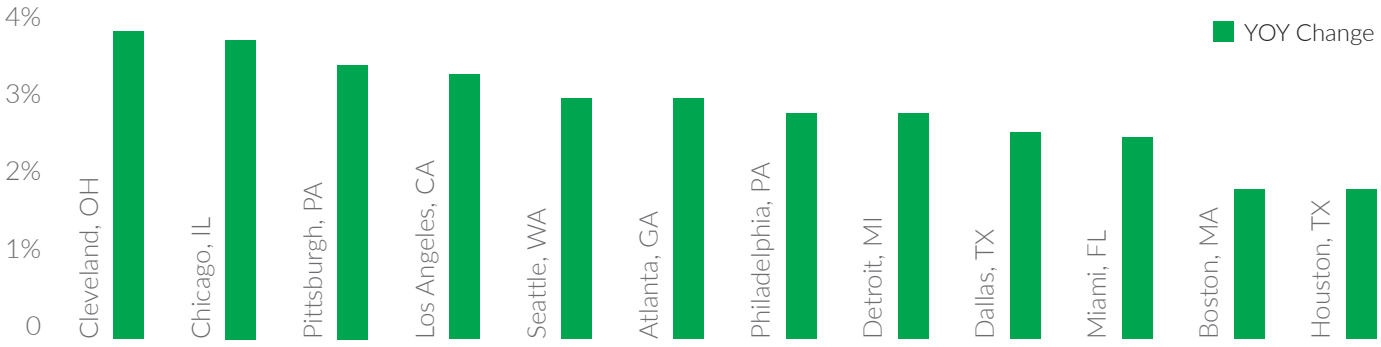
Partner Hourly Rate Growth by City

FOUR MAJOR METROPOLITAN AREAS SHOW MEDIAN PARTNER RATE GROWTH OF MORE THAN 4.0%

Based on 12 months of data ending December 31, 2021

PARTNER RATE GROWTH IN THREE MAJOR CITIES





Interpreting the Chart:

Across the United States, partner hourly rates grew 3.4% on average in 2021.

The biggest growth spurts in attorney rates for the last year occurred in Washington D.C., New York, and San Francisco. Each of these four cities saw average attorney rates grow more than 4.0% relative to 2020.

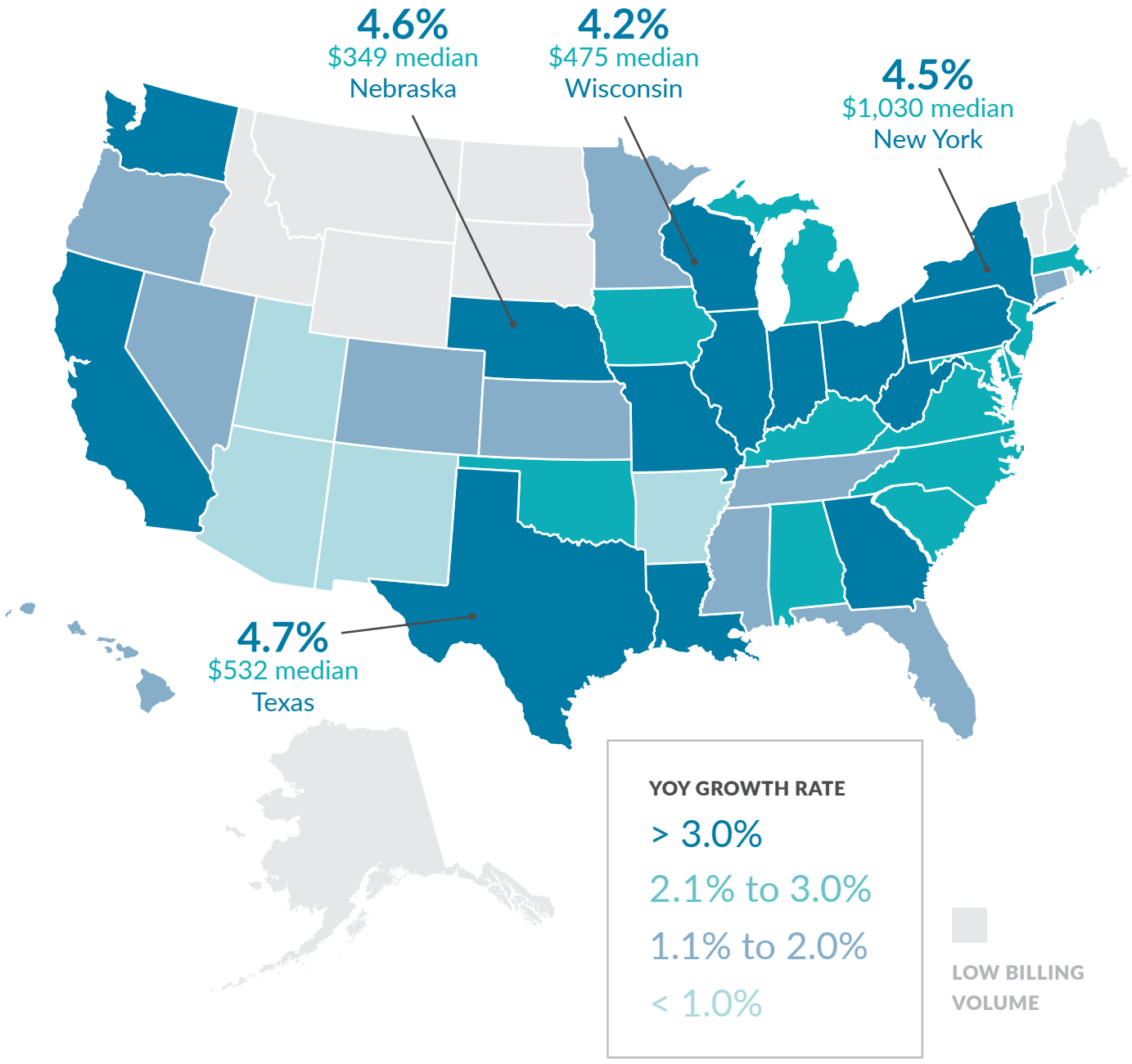
On the opposite side of the spectrum, two cities saw hourly growth rate below 2%: Boston and Houston.

5B
KEY METRIC

Partner Hourly Rate Growth by State

GROWTH IN MEDIAN PARTNER RATES VARIES BY STATE, AVERAGING 3.4% YEAR-OVER-YEAR INCREASE

Based on 12 months data ending December 31, 2021



3.4% AVERAGE GROWTH IN PARTNER RATES ACROSS STATES

The average growth in partner rates across states is 3.4%, in line with prior year increases.

6A
KEY METRIC

Median Partner Hourly Rate by Practice Area

MEDIAN PARTNER RATES IN FIVE PRACTICE AREAS ABOVE $600 AN HOUR

Based on 12 months of data ending December 31, 2021

Mergers and Acquisitions
$878

Finance, Loans, and Investments
$725

Regulatory and Compliance
$690

$668
Commercial and Contracts

$636
Corporate

$575
Intellectual Property

$520
Employment and Labor

$495
Environmental

$477
Real Estate

$350
Litigation

$234
Insurance

Aggregate statistics based on legal work performed in 2021 identify Mergers and Acquisition as the practice area with the highest median partner rate of $878. Additionally, the other practices with median partner rates over $600 per hour have such high medians in large part because companies often use larger firms for these kinds of matters. In 2021, the "Largest 50" firms handled 66% of Merger and Acquisition work, and 62% of Finance, Loans & Investment work. With regard to the other high rate practices of Regulatory and Compliance, Commercial and Contracts, and Corporate, the "Largest 50" firms had a 47%, 52%, and 53% share of the wallet.

Conversely, at the lower end of the hourly rate spectrum is insurance work. Insurance carriers demand and negotiate aggressively for low rates on their high-volume defense matters. Law firms with fewer than 100 lawyers handled 69% of insurance work in 2021.

6B
KEY METRIC

Median Partner Rates by Subcategory of Work

WITHIN PRACTICE AREAS, SUBCATEGORY RATES VARY CONSIDERABLY

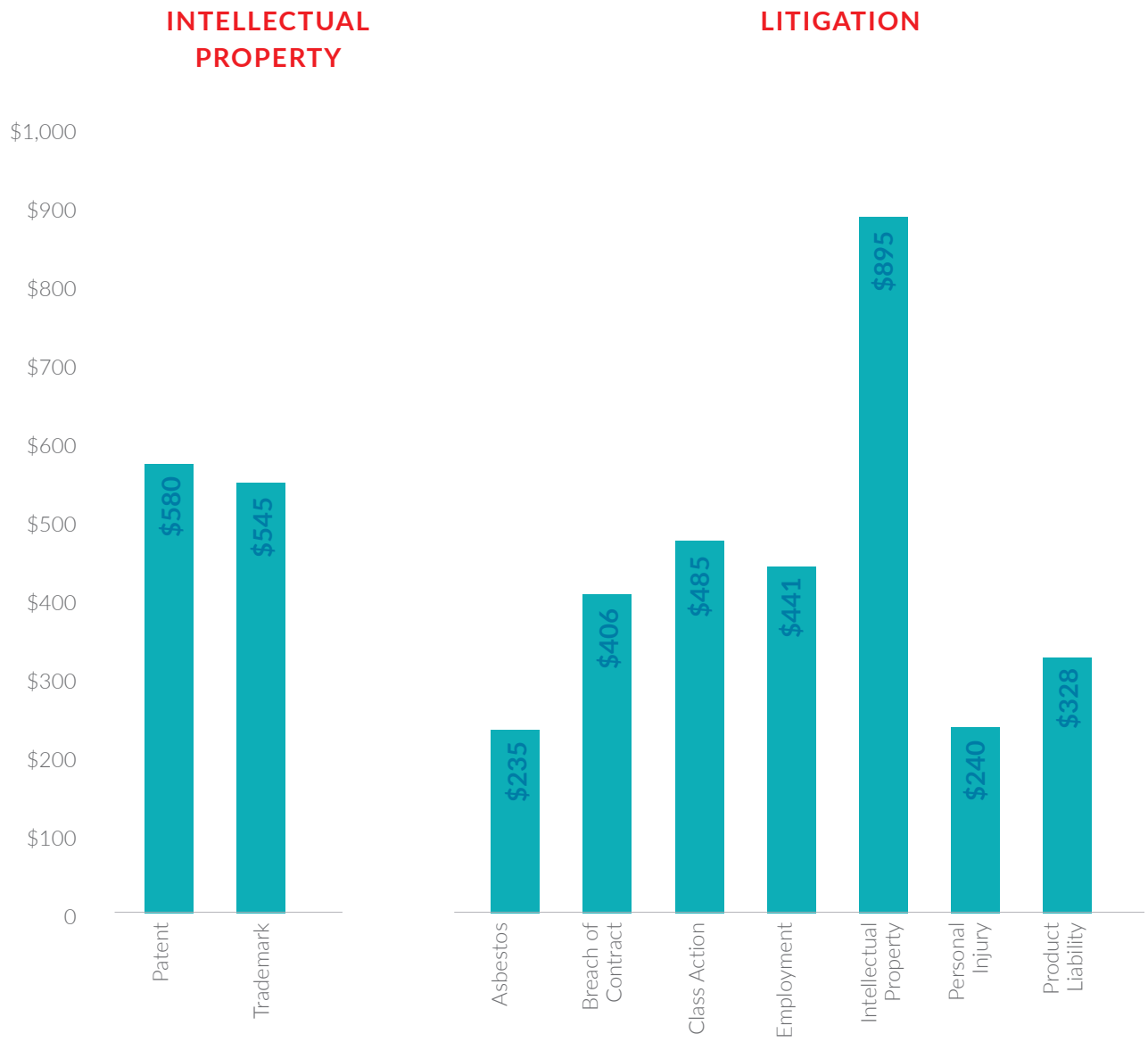
Based on 12 months of data ending December 31, 2021

6B
KEY METRIC

Median Partner Rates by Subcategory of Work

WITHIN PRACTICE AREAS, SUBCATEGORY RATES VARY CONSIDERABLY

Based on 12 months of data ending December 31, 2021



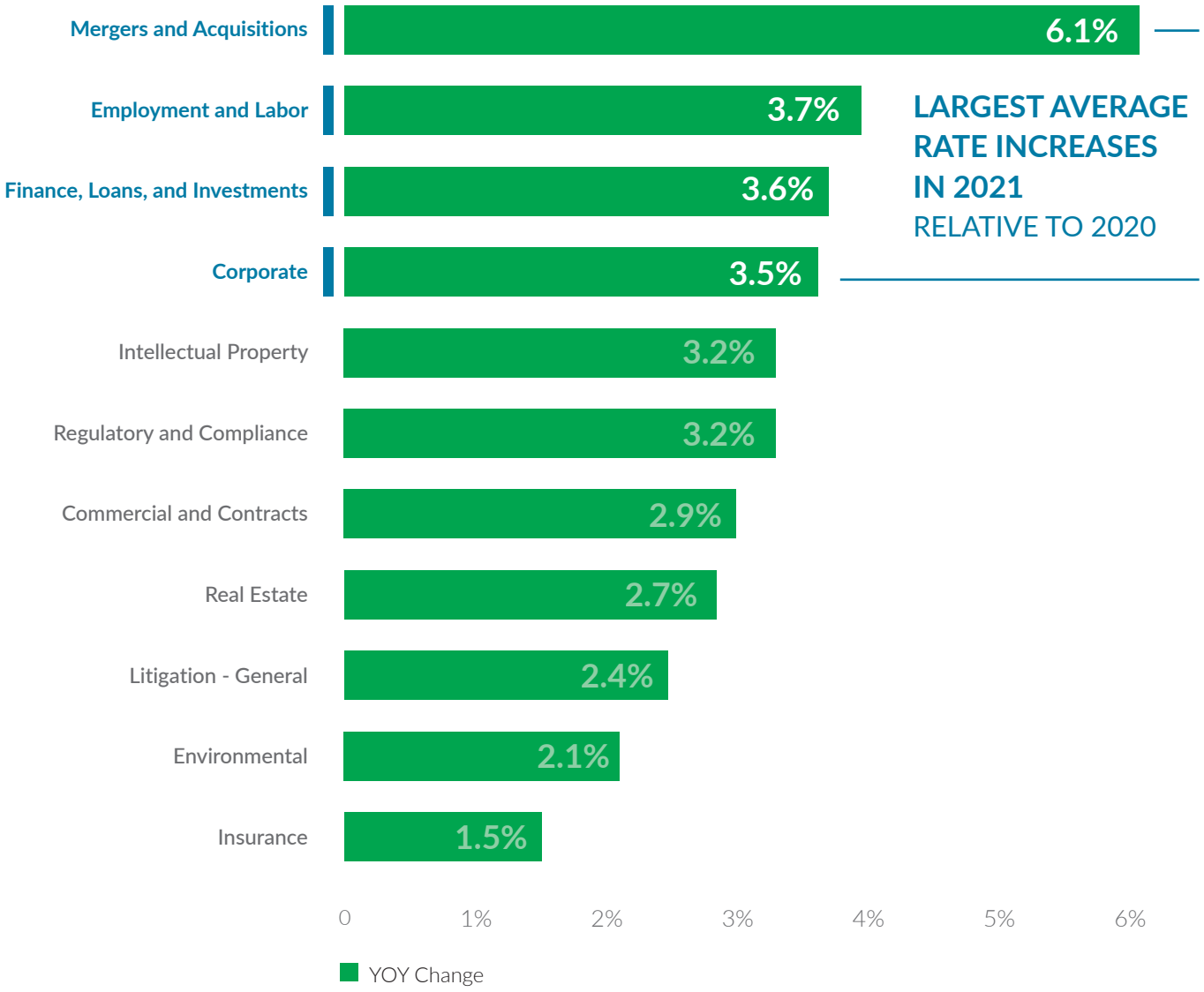
New since the 2021 Trends Report, benchmarks are available for more granular categories of legal work. Litigation work, for example, encompasses a wide variety of practices that command very different rates. At the high end, Intellectual Property Litigation had a median partner hourly rate of $895 in 2020, whereas Asbestos Litigation work was billed at a median partner hourly rate of $235.

6C
KEY METRIC

Partner Hourly Rate Growth by Practice Area

FOUR PRACTICE AREAS LEAD PARTNER RATE GROWTH IN 2021

Based on 12 months of data ending December 31, 2021



Turning to partner rate growth by practice area, Mergers and Acquisitions was the area that far and away saw the largest increases in rates in 2021. The average rate change for Mergers and Acquisitions partners was 6.1%. Note that three of the types of work that command median hourly rates above $600 (see Metric 6A) are at or near the top of this list. They are: Mergers and Acquisitions, Finance, Loans, and Investments, and Corporate.

Partner rates for Insurance work increased notably less than rates in other practice areas.

7A
KEY METRIC

International Partner Rates for Litigation and Intellectual Property (non-Litigation)

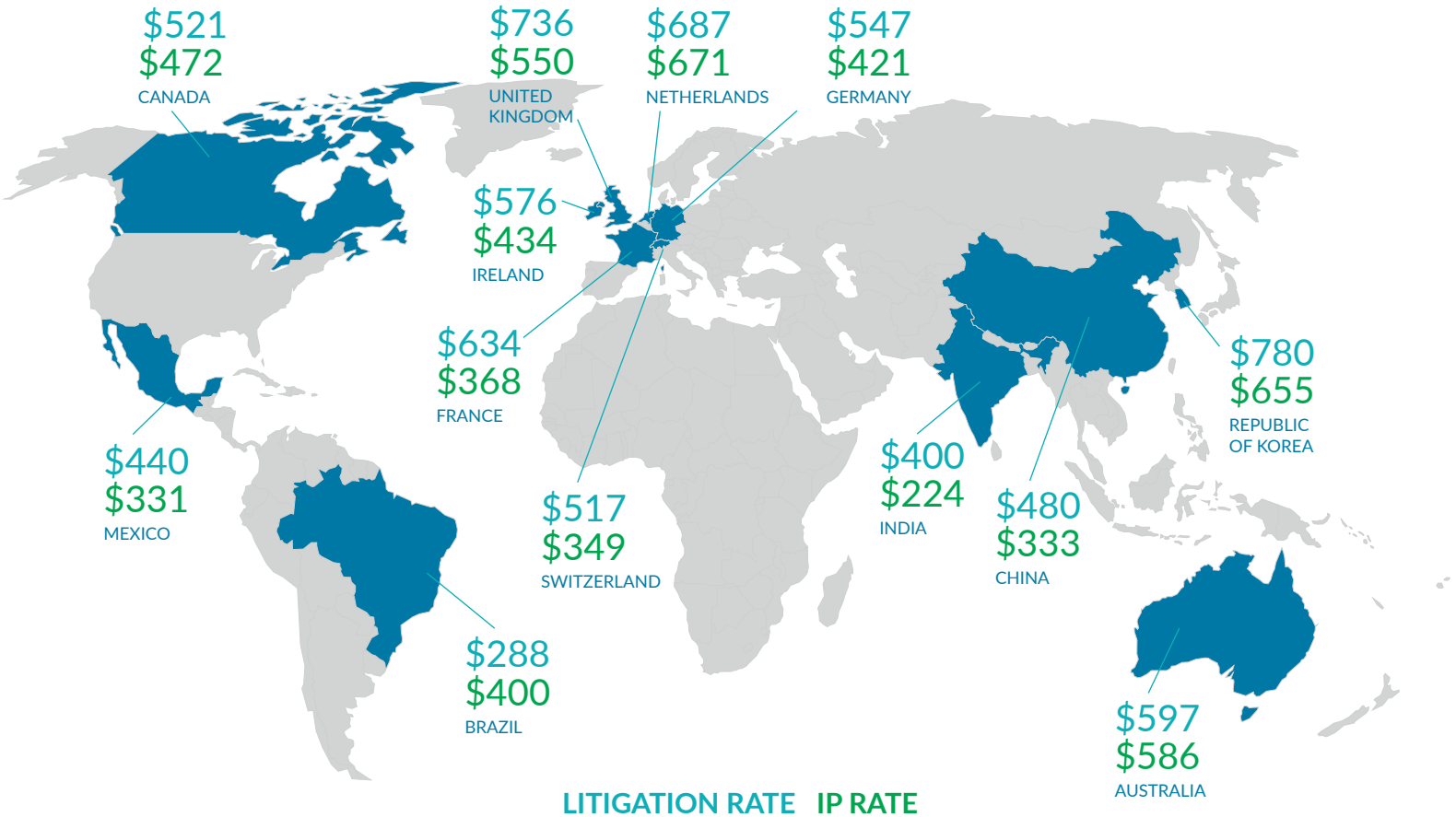
CORPORATIONS HIRED INTERNATIONAL OUTSIDE COUNSEL FOR BOTH LITIGATION AND IP WORK

Based on 12 months data ending December 31, 2021

EXPANDED FOR 2021

MEDIAN PARTNER HOURLY RATES IN 13 INTERNATIONAL MARKETS

RATES IN $USD



Corporations headquartered outside of the United States as well as U.S. corporations with international interests look to firms in many countries to handle their legal needs. Key Metric 7 provides benchmarks of partner hourly rates for countries where outside counsel is most often engaged for Litigation, Intellectual Property, Employment and Labor, and Corporate work.

In 2021, median hourly partner rates were among the highest in the Republic of Korea across all four practice areas. *(See page 22 for Employment and Labor, and Corporate work.)*

UK partner rates are relatively high particularly in Litigation and Corporate work.

In all matter categories, India and Brazil had partners billing at considerably lower rates.

7B
KEY METRIC

International Partner Rates for Employment and Labor and Corporate

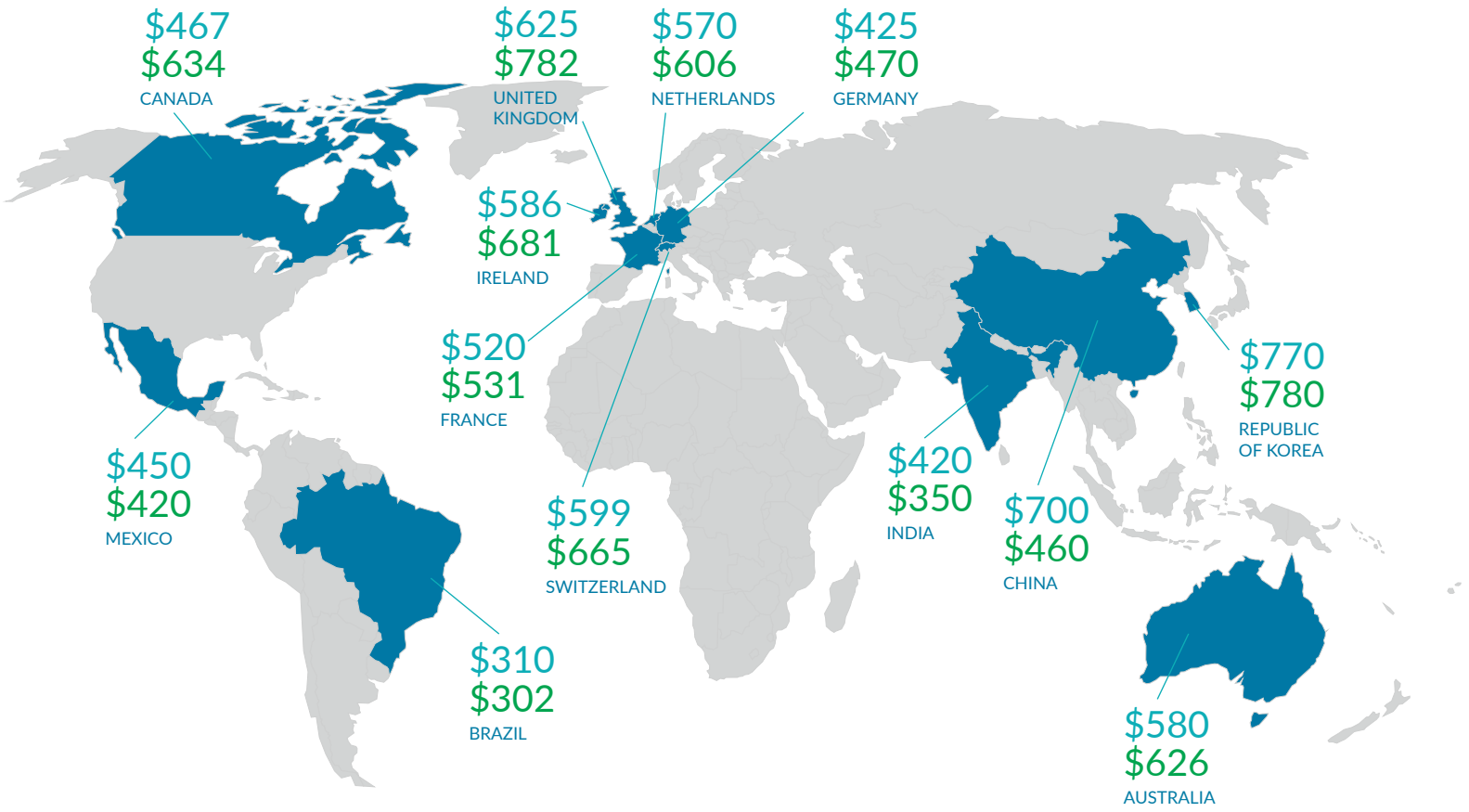
CORPORATIONS HIRED INTERNATIONAL OUTSIDE COUNSEL FOR BOTH EMPLOYMENT & LABOR AND CORPORATE WORK

Based on 12 months data ending December 31, 2021

EXPANDED FOR 2021

MEDIAN PARTNER HOURLY RATES IN 13 INTERNATIONAL MARKETS

RATES IN $USD



EMPLOYMENT & LABOR CORPORATE

About the Enterprise Legal Management Trends Report

TERMINOLOGY:

Matter Categorization: CounselLink solution users define the types of work associated with various matters that were analyzed and categorized into legal practice areas. For this analysis, all types of litigation matters are classified as Litigation regardless of the nature of the dispute.

Company Size: Based on revenue cited in public sources, companies were grouped into these three size categories:

- > $10 Billion Plus
- > $1 – 10 Billion
- > < $1 Billion

Expert Contributor

Since the inception of the CounselLink Enterprise Legal Management Trends Report, Kris Satkunas has been the principal author. She has made notable contributions to this latest Enterprise Legal Management Trends Report in the analysis of CounselLink data and in preparing the surrounding narrative.

Author

KRIS SATKUNAS — DIRECTOR OF STRATEGIC CONSULTING

As Director of Strategic Consulting at LexisNexis CounselLink, Kris brings over 20 years of experience consulting in the legal industry to advise corporate legal department managers on improving operations with data-driven decisions. Kris is an expert in managing the business of law and in data mining, with specific expertise in matter pricing and staffing, practice area metrics, and scorecards.

Prior to joining CounselLink, Kris served as Director of the LexisNexis® Redwood Think Tank, which she also established. For five years, Kris worked closely with thought leaders in large law firms conducting unbiased data-based research studies focused on finding solutions to legal industry management issues. Before that, she led the business of law consulting practice for large law firms. During that time she worked with key management at over a hundred law firms to improve the financial models and analyses developed for large law firms.

Kris has authored numerous articles and spoken at many legal industry conferences and events. She came to LexisNexis in 2000 after honing her finance skills as a Senior Vice President in Strategic Finance at SunTrust Bank. She holds a B.B.A. in Finance from The College of William and Mary.

Kris may be reached at kristina.satkunas@lexisnexis.com.

LinkedIn

CounselLink®

LexisNexis CounselLink is the leading cloud-based legal management solution designed to help corporate legal departments gain 100% visibility into all matters and invoices so they can control costs, maximize productivity, and make better decisions. For nearly 30 years, LexisNexis has been providing innovative solutions to corporate law departments based on insight from thought leaders, industry expertise, and customer feedback.

Here's how CounselLink supports your legal department:

- Financial Management improves the predictability of legal spend with complete visibility and oversight of every penny spent by the department.
- Work Management helps you collect, organize, track, audit, and report on all the work done within the legal department to increase productivity and drive better outcomes for your business.
- Vendor Management strengthens your relationships with law firms while measuring their performance, so you can select the best mix for your needs.
- Analytics provides you with full visibility over workloads and legal data analytics to make informed, data-driven decisions.

If you have questions or comments about the CounselLink Enterprise Legal Management Trends Report or want to learn more about CounselLink software and services, visit CounselLink.com, or contact us via email: LNCounselLink@LexisNexis.com.

For media inquiries, please contact: eric@plat4orm.com.

Follow us online:

Website: www.CounselLink.com

Twitter: @LexisNexisLegal

Facebook: www.facebook.com/LexisNexisLegal

LinkedIn: LexisNexis Legal: www.linkedin.com/company/lexisnexislegal

LexisNexis®

CounselLink.com/**Trends**

LexisNexis and the Knowledge Burst logo are registered trademarks of Reed Elsevier Properties Inc., used under license. CounselLink is a registered trademark of LexisNexis, a division of RELX Inc. Other products or services may be trademarks or registered trademarks of their respective companies. Copyright © 2022 LexisNexis. All rights reserved.

EXHIBIT D

News, Quotes, Companies, Videos SEARCH

$1A WEEK for 12 WEEKS SUBSCRIBE NOW

U.S. EDITION Tuesday, April 9, 2013 As of 4:46 PM EDT

Subscribe | Log In

Home World U.S. Business Tech Markets Market Data Your Money Opinion Life & Culture N.Y. Real Estate Management

Earnings Economy Health Law Autos Management Media & Marketing Energy Small Business Startups More Industries

TOP STORIES IN BUSINESS

1 of 12 Eiji Toyoda, Driver of Global Expansion, Dies at 100

2 of 12 EA Taps Insider Andrew Wilson as CEO

3 of 12 'The Circle' Takes Vengeance on Google, Facebook

4 of 12 New Touch for iPhone

LAW | April 9, 2013, 4:48 p.m. ET

On Sale: The $1,150-Per-Hour Lawyer

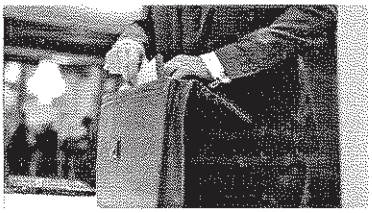
Lawyer Fees Keep Growing, But Don't Believe Them. Clients Are Demanding, and Getting, Discounts

Article Video Stock Quotes Comments (38) MORE IN LAW »

Email Print

By JENNIFER SMITH

Top partners at leading U.S. law firms are charging more than ever before, yet those hourly rates aren't all they appear to be.

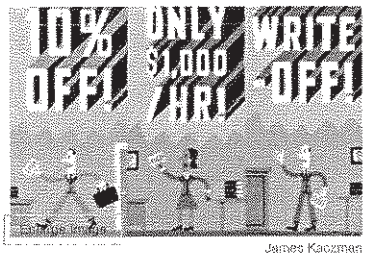


Top partners at leading U.S. law firms are charging more than ever -- routinely $1,150 or more an hour -- but after discounts and write-offs the nosebleed rates aren't all they appear to be. Jennifer Smith reports. Photo: Getty Images.

Having blown past the once-shocking price tag of $1,000 an hour, some sought-after deal, tax and trial lawyers are commanding hourly fees of $1,150 or more, according to an analysis of billing rates compiled from public filings.

But, as law firms boost their standard rates, many are softening the blow with widespread discounts and write-offs, meaning fewer clients are paying full freight. As a result, law firms on average are actually collecting fewer cents on the dollar, compared with their standard, or "rack," rates, than they have in years.

Think of hourly fees "as the equivalent of a sticker on the car at a dealership," said legal consultant Ward Bower, a principal at Altman Weil Inc. "It's the beginning of a negotiation....Law firms think they are setting the rates, but clients are the ones determining what they're going to pay."



James Kaczmar

Star lawyers still can fetch a premium, and some of them won't budge on price. The number of partners billing $1,150-plus an hour has more than doubled since this time last year, according to Valeo Partners, a consulting firm that maintains a database of legal rates pulled from court filings and other publicly disclosed information. More than 320 lawyers in the firm's database billed at that level in the first quarter of 2013, up from 158 a year earlier.

see how Knobbe Martens wins again and again. »

Knobbe Martens
INTELLECTUAL PROPERTY LAW

THE NEW PORTFOLIO TOOL ON WSJ.COM: THE ULTIMATE INVESTMENT TRACKER. AVAILABLE EXCLUSIVELY FOR SUBSCRIBERS. LEARN MORE

Don't Miss [?]

Mossberg on Apple's New iPhones

Shark Eats Shark in Wild New Photo

Five False Assumptions About The Rich

More in Law

China's Baby-Milk Issues Flare Anew

Popular Now What's This?

1 Where Job Growth Is Coming

That gilded circle includes tax experts such as Christopher Roman of King & Spalding LLP and Todd Maynes of Kirkland & Ellis LLP, intellectual-property partner Nader A. Mousavi of Sullivan & Cromwell LLP, and deal lawyers such as Kenneth M. Schneider of Paul, Weiss, Rifkind, Wharton & Garrison LLP.

Those lawyers and their firms either declined to comment or didn't reply to requests for comment.

When corporate legal departments need a trusted hand to fend off a hostile takeover or win a critical court battle, few general counsels will nitpick over whether a key lawyer is charging $900 an hour or $1,150 an hour. But for legal matters where their future isn't on the line, companies are pushing for—and winning—significant price breaks.

"We almost always negotiate rates down from the rack rates," said Randal S. Milch, general counsel for phone giant Verizon Communications Inc. VZ +0.29% The result, he said, is a "not-insignificant discount."

For the bread-and-butter work that many big law firms rely on, haggling has become the norm. Many clients grew accustomed to pushing back on price during the recession and continue to demand discounts.

Some companies insist on budgets for their legal work. If a firm billing by the hour exceeds a set cap, lawyers may have to write off some of that time.

Other clients refuse to work with firms who don't discount, lopping anywhere from 10% to 30% off their standard rates. Some may grant rate increases to individual partners or associates they deem worthy. Another tactic: locking in prices with tailored multiyear agreements with formulas governing whether clients grant or refuse a requested rate increase.

In practical terms, that means the gap between law firms' sticker prices and the amount of money they actually bill and collect from their clients is wider than it has been in years.

According to data collected by Thomson Reuters Peer Monitor, big law firms raised their average standard rate by about 9.3% over the past three years. But they weren't able to keep up on the collection side, where the increase over the same period was just 6%. Firms that used to collect on average about 92 cents for every dollar of standard time their lawyers worked in 2007, before the economic downturn, now are getting less than 85 cents. "That's a historic low," said James Jones, a senior fellow at the Center for the Study of the Legal Profession at Georgetown Law.

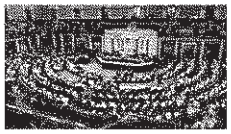
To be sure, things have certainly picked up some since the recession, when some clients flat-out refused to pay rate increases.

In the first quarter of 2013, the 50 top-grossing U.S. law firms boosted their partner rates by as much as 5.7%, billing on average between $879 and $882 an hour, according to Valeo Partners. Rates for junior lawyers, whose labors have long been a profit engine for major law firms, jumped even more.

While some clients resisted using associate lawyers during the downturn, refusing to pay hundreds of dollars an hour for inexperienced first- or second-year attorneys, the largest U.S. law firms have managed to send the needle back up again. This year, for the first time, the average rate for associates with one to four years of experience rose to $500 an hour, according to Valeo.

The increases continue the upward trend of 2012, when legal fees in general rose 4.8% and associate billing rates rose by 7.4%, according to a coming report by TyMetrix Legal Analytics, a unit of Wolters Kluwer, WKL.AE +0.95% and CEB, a research and advisory-services company. Those numbers are based on legal-spending data from more than 17,000 law firms.

2 Steps to Better Foot Health

3 Opinion: The Power of 218

4 Shooting Suspect Had Record of Gun Use

5 Jetpacks Are Coming—From New Zealand

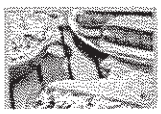
Show 5 More

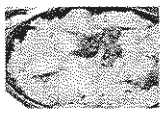
Press Release Marketing
Effective Affordable Distribution. Attract New Clients Now. Learn How!
publicity.24-7pressrelease.com/

SUPER PC Multiple Monitor
The Original Multi-Monitor Store! Buy Multi-Screen Computers & Displays
www.Multi-Monitors.com

world news cnn online
Improve Network Infrastructure. Expert Advice & Industry Trends.
techtarget.com/Network-Structure

Content from our Sponsors [?]


HEBREW NATIONAL
A Southern Spin on Grilled Franks


DLVR.IT
Arroz con Pollo al Estilo Puertorriqueño

HCPLIVE
Kids with Neurological Disorders No More Likely to Get Flu Vaccine

More than a dozen leaders at major law firms declined to discuss rate increases on the record, though some said privately that the increase in associate rates could be caused in part by step increases as junior lawyers gain in seniority.

Joe Sims, an antitrust partner at Jones Day and former member of the firm's partnership committee, said clients don't mind paying for associates, as long as they feel they are getting their money's worth.

Sophisticated clients, he said, tend to focus on the overall price tag for legal work, not on individual rates. "They are more concerned about how many people are working on the project and the total cost of the project," Mr. Sims said. "Clients want value no matter who is on the job."

While a handful of elite lawyers have successfully staked out the high end—the deal teams at Wachtell, Lipton, Rosen & Katz, for example—legal experts say that client pressure to control legal spending means most law firms must be considerably more flexible on price.

"There will always be some 'bet the company' problem where a client will not quibble about rates," said Mr. Jones, the Georgetown fellow. "Unfortunately, from the law firms' standpoint, that represents a small percentage of the work."

Write to Jennifer Smith at jennifer.smith@wsj.com

JOIN THE DISCUSSION
38 Comments, add yours »

MORE IN
Law »

Email Print Order Reprints

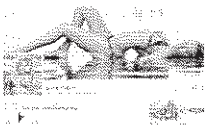
OMVS Stock Pick Win
Opportunities Abound with This Company--Invest Today, Free Info!
www.OnTheMoveSystems.com

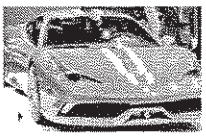
Mortgage Rates Hit 2.87%
White House Program Cuts Up to $1k off Monthly Payments! (3.12% APR)
www.SeeRefinanceRates.com

Warren Buffett Confesses
Warren Buffetts Shocking Confession Will Change your Investing Strategy
www.MarketTrendSignal.com

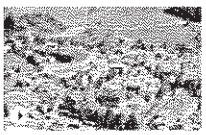
The End Of Obama?
This looming scandal could ruin the 44th President and disrupt the...
StansberryResearch.com

Don't Miss


Model Behavior Storms Social Media


Top Five Cars at the Frankfurt Motor Show

How Gang Rape Is Changing India's Laws


Billionaire Builds High-End Resort Town in Swiss Alps

You Might Like

Woman Tries to Sell Daughter's Virginity

Jeep's new Wrangler makes a statement. You might not want to hear it

Content from our Sponsors

What's this?

Immigrant Scientists Launch Braintrust - Create 1000 American Jobs (immpreneur.com)

Living Together Before Marriage Stalls

Companies are increasingly choosing to generate their own power, delivering a jolt to utilities

Redbox's DVD-rental business is weaker than expected

Three Things Every Leader Should Do in a Meeting (The Muse Network)

Made in the west doesn't always work in asia (Singapore Sessions)

How Retailers Beat Amazon At Its Own Game: INFOGRAPHIC (Meet The Future of Retail)

The Worst Business Lawyer Habit: "Punchbowling" (Legal Productivity)

Add a Comment

View All Comments (38)

JOURNAL COMMUNITY

Community rules

To add a comment please

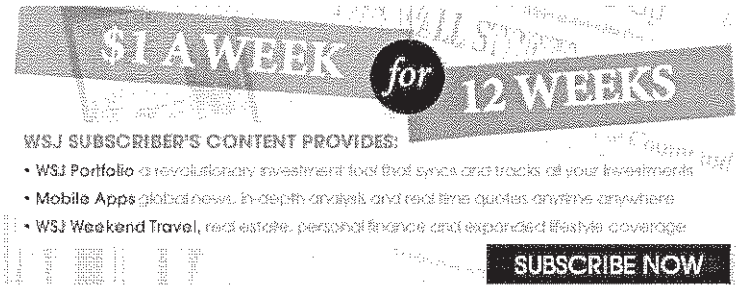
Log in

Create an Account

Your real name is required for commenting.

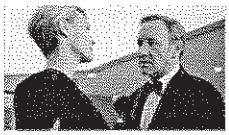
Track replies to my comment

CLEAR POST



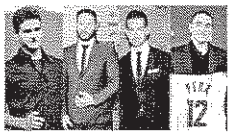
Editors' Picks

Antibiotics Losing Battle Against Bugs: Report



For TV Shows, It's a Seller's Market

Are You Ready for a Jetpack?



The 400 Richest Americans: Who's New on the List?

Steps to Better Foot Health

Copyright ©2013 Dow Jones & Company, Inc. All Rights Reserved

EXHIBIT E

- Law.com Home
- Newswire
- LawJobs
- CLE Center
- LawCatalog
- Our Sites
- Advertise

An ALM Web site

THE AM LAW DAILY

- This Site
- Law.com Network
- Legal Web

Search the Legal Web Go >>

- HOME
- THE AM LAW DAILY
- LITIGATION DAILY
- RANKINGS
- VIDEOS
- MAGAZINE
- ADVERTISE
- SUBSCRIBE
- FREE ACCESS
- CONTACT US
- [illegible]

THE AM LAW DAILY

- The Firms
- The Work
- The Score
- The Churn
- The Talent
- The Management
- The World
- The Life

SURVEYS AND RANKINGS

- AM LAW 100
- AM LAW 200
- AM LAW TECH
- A-LIST
- GLOBAL 100
- CORPORATE SCORECARD
- DEALMAKERS OF THE YEAR
- MIDLEVEL ASSOCIATES SURVEY
- SUMMER ASSOCIATES SURVEY
- DIVERSITY SCORECARD
- PRO BONO SCORECARD
- LITIGATION DEPARTMENT OF THE YEAR
- LATERALS REPORT
- LAW FIRM LEADERS
- Lifetime Achievers
- Legal Intelligence
- WOMEN PARTNER WATCH

MAGAZINE

- Current Issue
- Previous Issue
- Search Archive

SPECIAL REPORTS

- Intellectual Property
- Labor & Employment
- LITIGATION
- FOCUS EUROPE
- ASIAN LAWYER
- STUDENT EDITION

VIDEOS

Bookstore

Legal Recruiters
Digital Edition

Hall of Fame

ALM EVENTS

SUBSCRIBE

ADVERTISE

ABOUT US

FEATURED SPONSORS

LAW.COM NETWORK

- Sites
- Jobs
- Verdicts
- LawCatalog
- Experts
- Online CLE
- Legal Intelligence
- Events
- Resources
- Law Firm Papers
- Court Reporters
- Legal Dictionary
- Legal Blogs

The Firms

April 16, 2012 5:20 PM

When It Comes to Billing, Latest Rate Report Shows the Rich Keep Getting Richer

Posted by Sara Randazzo

Hourly rates just keep rising—and the best-paid lawyers are raising their rates faster than everyone else.

Those are two of the key findings contained in the 2012 Real Rate Report, an analysis of $7.6 billion in legal bills paid by corporations over a five-year period ending in December 2011. The report, released Monday, is the second such collaboration between TyMetrix, a company that manages and audits

legal bills for corporate legal departments, and the Corporate Executive Board.

Many of the new rate report's findings echo those contained in the 2010 study, including the fact that rates keep going up, almost across the board, and that the cost of a given matter can vary dramatically depending on a law firm's size and location and its relationship with a particular client.

At the same time, this year's study shows that the legal sector is becoming increasingly bifurcated, with top firms raising rates faster than those at the bottom of the market and large firms charging a premium price based purely on their size.

"What it's really showing is that there's an increased premium being paid for experience and expertise," says Julie Peck, vice president of strategy and market development at TyMetrix. "Some parts of the lawyer market are able to raise rates much more quickly, and are more impervious to economic forces then others."

To compile the current rate report, TyMetrix received permission from its clients to examine legal fees billed to 62 companies across 17 industries including energy, finance, retail, technology, insurance, and health care. The bills, which represent the amount actually paid by the companies in question rather than the amount initially charged, came from more than 4,000 firms in 84 metropolitan areas around the country. Every firm on the 2011 Am Law 100 is represented in the data.

The report's key data points include:

A Widening Gap: Hourly rates charged by lawyers in the legal sector's upper echelon grew faster between 2009 and 2011 than those charged by lawyers toiling on the lower rungs. Particularly striking was the jump in associate rates billed by those falling in the report's top quartile: 18 percent on average, to just over $600 per hour. Rates billed by top quartile partners, meanwhile, rose 8 percent, to just under $900 per hour. In the bottom quartile, associate rates rose 4 percent and partner rates rose 3 percent during the same period.

The Recession's (Minor) Toll: Even amid the economic downturn, the cost of an hour of a lawyer's time continued to rise faster than key measures of inflation. That said, the legal industry wasn't completely immune to the broader economy's slowdown. After rising 8.2 percent between 2007 and 2008, hourly rates rose just 2.3 percent in 2009. Law firms bounced back a bit last year, with rates climbing 5.1 percent, to an average of $530 an hour.

Location Counts: Not surprisingly, lawyers working in major metropolitan areas—where, as the rate report notes, rents are typically higher—are the priciest. An address in Boston, Chicago, Los Angeles, San Francisco, or Washington, D.C., alone adds about $161 to the hourly rate charged by an individual lawyer. Those six cities and Baltimore, Houston, Philadelphia, and San Jose are the ten U.S. markets with the highest hourly rates. With an average partner rate topping $700 per hour and average associate rate of more than $450 per hour, New York is the most expensive market in the country. The least expensive? Riverside, California, where the average partner bills at under $250 per hour and associates bill at just over $300 an hour.

In the Minority: A small group of lawyers—12 percent—bucked the trend toward higher fees and actually lowered rates between 2009 to 2011—and 3 percent trimmed rates by $50 or more per hour. (Most of those in the rate-cutting camp were based outside the big six markets identified above.) At the other end of the spectrum, 52 percent of lawyers increased rates by between $25 and $200 or more per hour. Another 18 percent increased rates by less than $25 per hour, and the final 18 percent held rates steady.

First-Year Blues: Even before the recession hit, clients balked at paying for what they considered on-the-job training for first-year associates. The latest rate report is likely to reinforce that reluctance, given its finding that using entry-level lawyers adds as much as 20 percent to the cost of a legal matter. The report offers evidence that firms may be accommodating clients on this front: The percentage of bills attributed to entry-level associates dropped from 7 percent in 2009 to 2.9 percent last year.

Ties That Bind: The more work one firm handles for a client—and the longer the client relationship extends—the higher the average rate the firm charges. For companies that paid one firm $10 million or more in a single year, the average hourly rate paid was $553 in 2011. By comparison, clients that limited their spending on an individual firm to $500,000 paid that firm an average of $319 per hour.

Four-Digit Frontier: Data has consistently shown that many lawyers hesitate to charge more than $1,000 an hour, and in 2011 just under 3 percent of the lawyers covered by the rate report had broken that barrier. Of those, the vast majority were working in the six main legal markets identified above and 60 percent of the time, they billed in increments of one hour or less.

Playing Favorites: Across all practice areas, 90 percent of lawyers charged different clients different rates for similar types of work. (The figure for mergers and acquisitions lawyers was 100 percent.) The differences from client to client can be extreme, and were even more pronounced in the current report than in the 2010 edition. Rates charged by intellectual property specialists, for instance, had a median variance of 23.1 percent, while lawyers doing commercial and contract work showed a 18.7 percent median difference.

Who's Doing What? A closer look at law firm bills for work performed on litigation and intellectual property assignments shows that the kind of timekeeper billing on a matter varies by practice type. On patent matters, the report shows, 47 percent of hours billed on average are attributed to paralegals, and 37 percent by partners. By comparison, paralegals account for just 8 percent of the work done on labor and employment litigation hours, while partners handle 45 percent.

Make a comment

Comments (1)
Save & Share: Facebook | Del.ic.ious | Digg It | Email |

Reprints & Permissions

Comments

Report offensive comments to The Am Law Daily.

The Big Law law firm is a dinosaur - a dieing species. This kind of self-interested greed will ultimately kill the beast.

Comment By Publicus - April 17, 2012 at 11:50 AM

Verify your Comment

Previewing your Comment

Posted by: |

This is only a preview. Your comment has not yet been posted.

Post Edit

Your comment could not be posted. Error type:
Your comment has been saved. Comments are moderated and will not appear until approved by the author. Post another comment

The letters and numbers you entered did not match the image. Please try again.

As a final step before posting your comment, enter the letters and numbers you see in the image below. This prevents automated programs from posting comments.

Having trouble reading this image? View an alternate.

Continue

Post a comment

If you have a TypeKey or TypePad account, please Sign In

Name:

Email Address:(Not displayed with comment.)

URL:

Remember personal info?

Comments:

Preview Post

theamlawdaily@alm.com

Popular Pages Today

1. When It Comes to Billing, Latest Rate Report Shows the Rich Keep Getting Richer 28.88%
2. Dewey Losses Accelerate; Nine More New York Partners Head to the Exits 21.07%
3. Latest Dewey Losses Span the Globe, Push 2012 Departure Figure Above 60 16.61%
4. The Am Law Daily 8.49%
5. Nine IP Litigators Jump from Duane Morris to Cozen 6.57%
6. The Am Law Daily 5.54%
7. O'Melveny Adds Top Capital Markets Partner from Shearman in New York 4.50%
8. With St. Louis Firm Fading, Show Me State Rivals Eye Possible Hires 3.88%
9. Which Firms Are Cashing in on Dewey Departures? 2.28%
10. Paul Weiss Takes Lead on Two Private Equity Deals 2.17%

EXHIBIT F

FEBRUARY 23, 2011

Top Billers

Top attorneys in the U.S. are asking for as much as $1,250 an hour, according to recent court filings, significantly more than in previous years, as they take advantage of big clients willing to pay top dollar even amid the downturn. The move is contributing to price inflation across the struggling $100 billion global corporate law firm industry, where lawyers often study rival attorney fee filings in bankruptcy cases. See which attorneys had some of the highest-known hourly rates in 2010 and 2009. Click on column headers to sort.

<< first < prev 1 2 3 next > last >>

Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Radke, Kirk A.	Kirkland & Ellis LLP	Corporate			$1,250	Reader's Digest Association Inc	2010
Teplin, Ian	Kirkland & Ellis LLP	Tax			$1,220	Visteon Corp.	2010
Schmidt, Gerhard	Weil Gotshal	Finance	Corporate	Mergers and Acquisition	$1,165	Aleris International	2010
Gon, Michelle Y.L.	Baker McKenzie	Real Estate	Mergers and Acquisition	Intellectual Property	$1,163	Motors Liquidation Company	2010
Shuttar, Andrew	Cleary Gottlieb	Bankruptcy			$1,160	Truvo	2010
McDonald, Michael	Cleary Gottlieb	Corporate	Mergers and Acquisition		$1,160	Truvo	2010
Vandermeersch, Dirk	Cleary Gottlieb	Environmental Litigation	Litigation		$1,130	Truvo	2010
Reding, Jacques	Cleary Gottlieb	Bankruptcy	Mergers and Acquisition	Equities	$1,130	Truvo	2010
McArdle, Wayne P.	Gibson Dunn	Corporate			$1,110	Lehman Brothers Holding Inc	2010
DuBois, Pierre-André	Kirkland & Ellis LLP	Intellectual Property			$1,105	Reader's Digest Association Inc	2010
Scheier, Brad	Fried Frank	Bankruptcy			$1,100	Stations Casinos	2010
Lewin-Smith, Guy	Debevoise & Plimpton LLP	Corporate			$1,080	MGI Inc	2010
Brown, Michael	Jones Day	Finance	Litigation	Regulatory	$1,075	Lehman Brothers Holding Inc	2010
Coffey, Lee	Jones Day	Litigation	International Law	Energy	$1,075	Lehman Brothers Holding Inc	2010
Stueck, Barnaby C.	Jones Day	Bankruptcy			$1,075	Lehman Brothers Holding Inc	2010
Kanan, Michael A.	Gibson Dunn	Litigation			$1,075	Almatis	2010
Brockway, David	Bingham McCutchen	Corporate			$1,065	Lehman Brothers Holding Inc	2010
Magee, John B.	Bingham McCutchen	Tax			$1,065	Lehman Brothers Holding Inc	2010
Nelson, William F.	Bingham McCutchen	Tax			$1,065	Lehman Brothers Holding Inc	2010
Pisillo, Bernie	Shearman & Sterling LLP	Tax			$1,065	Worldspace	2010
Meyerson, Lee	Simpson Thacher	Capital Markets	Mergers and Acquisition		$1,050	Washington Mutual	2010
Nesgos, Peter	Milbank Tweed	Finance			$1,050	Sea Launch Company	2010
Clayton, Lewis	Paul Weiss	Intellectual Property			$1,050	SP Wind Down Inc	2010
Flader, Robert	Paul Weiss	Labor and Employment			$1,050	SP Wind Down Inc	2010
Rothenberg, Peter	Paul Weiss	Corporate	Tax		$1,050	SP Wind Down Inc	2010
Baronsky, Kenneth J	Milbank Tweed	Bankruptcy	Mergers and Acquisition	Securities Litigation	$1,050	Stations Casinos	2010
Palmer, Deryck A.	Cadwalader	Finance	Bankruptcy	Mergers and Acquisition	$1,050	Lyondell Chemical Company	2010
Aronzon, Paul	Milbank Tweed	Bankruptcy			$1,050	Lehman Brothers Holding Inc	2010

Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Brey, Gregory	Milbank Tweed	Bankruptcy			$1,050	Midway Games Inc	2010
Dunne, Dennis	Milbank Tweed	Bankruptcy			$1,050	Lehman Brothers Holding Inc	2010
Schiff, Kenneth E.	Weil Gotshal	Mergers and Acquisitions			$1,030	Extended Stay Inc	2010
Kar, Partha	Kirkland & Ellis LLP	Bankruptcy			$1,030	Reader's Digest Association Inc	2010
Budd, Thomas M.	Gibson Dunn	Finance			$1,027	Lehman Brothers Holding Inc	2010
Moore, Robert Jay	Milbank Tweed	Bankruptcy			$1,025	Claim Jumper	2010
Dakin-Grimm, Linda	Milbank Tweed	Litigation			$1,025	Lehman Brothers Holding Inc	2010
Davis, Trayton M.	Milbank Tweed	Finance	Bankruptcy	Investment Funds Litigation	$1,025	Lehman Brothers Holding Inc	2010
Gruskin, Jay D.	Milbank Tweed	International Law	Finance	Transportation	$1,025	Lehman Brothers Holding Inc	2010
Heller, David S.	Latham Watkins	Bankruptcy			$1,025	In re: NEC Holdings Corp.	2010
Hirschfeld, Michael	Milbank Tweed	Tax	Real Estate	Finance	$1,025	Lehman Brothers Holding Inc	2010
Maguil, Rainer	Milbank Tweed	Finance			$1,025	Lehman Brothers Holding Inc	2010
Tomback, Andrew E.	Milbank Tweed	Litigation	Finance		$1,025	Lehman Brothers Holding Inc	2010
Sharp, Richard	Milbank Tweed	Litigation			$1,025	Lehman Brothers Holding Inc	2010
Clowry, Karl J.K.	Paul Hastings	Corporate			$1,021	Lehman Brothers Holding Inc	2010
Eagan, Mark J.	Paul Hastings	Real Estate			$1,021	Lehman Brothers Holding Inc	2010
O'Sullivan, Ronan P.	Paul Hastings	Corporate	Real Estate		$1,021	Lehman Brothers Holding Inc	2010
Linder, Richard S.	Cleary Gottlieb	Corporate	Finance	Mergers and Acquisition	$1,020	Truvo	2010
Duncan, James A.	Cleary Gottlieb	Finance	Tax		$1,020	Truvo	2010
Peaslee, James	Cleary Gottlieb	Tax			$1,020	Truvo	2010
Gorin, William F.	Cleary Gottlieb	Corporate	Government	Capital Markets	$1,020	Truvo	2010
Moloney, Thomas J.	Cleary Gottlieb	Bankruptcy	Litigation	Finance	$1,020	Truvo	2010

<< first < prev 1 2 3 next> last >>

Source: Veleo partners, Washington, D.C. Notes: Based on recent filings in a range of bankruptcy cases. Some lawyers may have standard hourly rates above what they charged in these cases.

(See correction.)

Write to the Online Journal's editors at newseditors@wsj.com

Return To Top

WSJ.com Account:
My Account
Subscriber Billing Info

Create an Account:
Register for Free
Subscribe Now

Help & Information Center:
Help
Customer Service
Contact Us
New on WSJ.com
Tour the new Journal

About:
News Licensing
Advertising
Advertise Locally
Conferences
About Dow Jones
Privacy Policy - Updated
Subscriber Agreement & Terms of Use - Updated
Copyright Policy
Jobs at WSJ.com

WSJ.com:
Site Map
Home
World
U.S.
New York
Business
Markets
Market Data
Tech
Personal Finance
Life & Style
Opinion
Autos
Careers
Real Estate
Small Business
Student Journal
Corrections

Tools & Formats:
Today's Paper
Video Center
Graphics
Columns
Blogs
Topics
Guides
Alerts
Newsletters
Mobile
Tablet Edition
Podcasts
RSS Feeds
Journal Community
WSJ on Twitter
WSJ on Facebook
WSJ on Foursquare
My Journal

Digital Network
WSJ.com
MarketWatch.com
Barrons.com
SmartMoney.com
AllThingsD.com
FINS: Finance, IT jobs, Sales jobs
BigCharts.com
Virtual Stock Exchange
WSJ Radio
ProfessorJournal.com
WSJ U.S. Edition
WSJ Asia Edition
WSJ Europe Edition
WSJ India Page

Foreign Language Editions:

FEBRUARY 23, 2011

Top Billers

Top attorneys in the U.S. are asking for as much as $1,250 an hour, according to recent court filings, significantly more than in previous years, as they take advantage of big clients willing to pay top dollar even amid the downturn. The move is contributing to price inflation across the struggling $100 billion global corporate law firm industry, where lawyers often study rival attorney fee filings in bankruptcy cases. **See which attorneys had some of the highest-known hourly rates in 2010 and 2009. Click on column headers to sort.**

« first < prev 1 2 3 next > last »

Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Aleksander, Nicholas P.B.	Gibson Dunn	Tax			$1,018	Lehman Brothers Holding Inc	2010
Rocher, Philip	Gibson Dunn	Litigation			$1,018	Lehman Brothers Holding Inc	2010
Thomas, Andrew S.V.	Gibson Dunn	Corporate			$1,018	Lehman Brothers Holding Inc	2010
Blyth, Mark	Linklaters	Litigation			$1,018	Nortel Networks	2010
Cox, Tim	Linklaters	Corporate			$1,018	Nortel Networks	2010
Sachdev, Neel V.	Kirkland & Ellis LLP	Corporate			$1,015	Visteon Corp	2010
Mayo, David	Paul Weiss	Tax			$1,015	SP Wind Down Inc	2010
Cohen, Joel	Gibson Dunn	Bankruptcy			$1,014	Almatis	2010
Sullivan, Peter	Gibson Dunn	Intellectual Property	Litigation		$1,014	Almatis	2010
Trinklein, Jeffrey	Gibson Dunn	Tax	Employee Benefits	Energy	$1,014	Almatis	2010
Vance, Janet L.	Gibson Dunn	Finance	Corporate		$1,014	Almatis	2010
Buffone, Steven P.	Gibson Dunn	Energy	Corporate	Finance	$1,009	Almatis	2010
Jowit, Justin S.	Paul Hastings	Finance			$1,004	Lehman Brothers Holding Inc	2010
Gander, Fred R.	Dewey LeBoeuf LLP	Finance	Tax	Corporate	$1000	Ambac	2010
Vyskocil, Mary Kay	Simpson Thacher	Insurance	Litigation		$1000	Washington Mutual	2010
Brown, Alvin	Simpson Thacher	Employee Benefits	Executive Compensation		$1000	American Safety Razor Company	2010
Etherton, Joanne	Weil Gotshal	Mergers and Acquisitions			$1000	Lehman Brothers Holding Inc	2010
McCahill, Dominic T.	Weil Gotshal	Bankruptcy			$1000	Lehman Brothers Holding Inc	2010
Tringali, Joseph F.	Simpson Thacher	Litigation	Antitrust	Intellectual Property	$1000	American Safety Razor Company	2010
Francias, Michael	Weil Gotshal	Mergers and Acquisitions			$1000	Lehman Brothers Holding Inc	2010
Keller, Andy	Simpson Thacher	Corporate	Energy		$1000	Lehman Brothers Holding Inc	2010
Nave, Douglas	Weil Gotshal	Antitrust	Finance	Mergers and Acquisition	$1000	Motors Liquidation Company	2010
Norwood, Andrew R.	Weil Gotshal	Finance			$1000	Lehman Brothers Holding Inc	2010
Ostrager, Barry R.	Simpson Thacher	Litigation			$1000	Washington Mutual	2010
Horepool, Anthony	Weil Gotshal	Bankruptcy			$1000	Lehman Brothers Holding Inc	2010
Kelly, Jacky	Weil Gotshal	Bankruptcy	Finance		$1000	Lehman Brothers Holding Inc	2010
Nicklin, Michael	Weil Gotshal	Bankruptcy	Finance	Equities	$1000	Lehman Brothers Holding Inc	2010
Shankland, Matthew	Weil Gotshal	Alternative Dispute Resolution			$1000	Lehman Brothers Holding Inc	2010
Martin, Stefan	Allen & Overy LLP	Labor and Employment			$1,152	BearingPoint	2009

Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Huber, John J.	Latham Watkins	Capital Markets			$1,120	Aviza Technology	2009
Reynolds, Michael	Allen & Overy LLP	Mergers and Acquisitions			$1,111	Chemtura Corp.	2009
Norley, Lyndon E.	Kirkland & Ellis LLP	Bankruptcy			$1,110	Chemtura Corp.	2009
Norley, Lyndon E.	Kirkland & Ellis LLP	Bankruptcy			$1,100	Reader's Digest Association Inc	2009
Reiss, John M.	White & Case	Mergers and Acquisitions	Equities		$1,100	Heartland Automotive Holdings	2009
Gillespie, Stephen	Kirkland & Ellis LLP	Corporate			$1,080	Chemtura Corp.	2009
Nakata, Nobuo	Allen & Overy LLP	Corporate			$1,077	BearingPoint	2009
Brown, Stephen	Latham Watkins	Employee Benefits			$1,065	Aviza Technology	2009
Chande, Kenneth D. C.	Latham Watkins	Mergers and Acquisitions			$1,065	Aviza Technology	2009
Flinn, Sean	Latham Watkins	Tax			$1,065	Aviza Technology	2009
Safran, Lawrence	Latham Watkins	Finance			$1,065	Aviza Technology	2009
Verburg, Leonard	Allen & Overy LLP	Labor and Employment			$1,065	BearingPoint	2009
Lee-Lim, Jiyeon	Latham Watkins	International Law	Tax		$1,065	Spansion	2009
Pistilo, Bernie	Shearman & Sterling LLP	Tax			$1,065	Worldspace	2009
Selder, Mikhail A.	Latham Watkins	Bankruptcy			$1,065	Spansion	2009
Stokkermans, Christiaan	Allen & Overy LLP	Corporate			$1,052	BearingPoint	2009
Pohl, Timothy	Skadden	Bankruptcy	Litigation		$1,050	Verasun Energy Corporation	2009
Lakritz, Thomas	White & Case	Bankruptcy			$1,050	Global Safety Textiles	2009
Mulaney, Charles W.	Skadden	Mergers and Acquisitions			$1,050	Hartmarx	2009
Rosen, Matthew A.	Skadden	Tax			$1,050	Hartmarx	2009
Zlinsky, Bruce	Cadwalader	Bankruptcy			$1,050	TH Agriculture	2009

<<first <prev 1 2 3 next> last>>

Source: Valeo partners, Washington, D.C. Notes: Based on recent filings in a range of bankruptcy cases. Some lawyers may have standard hourly rates above what they charged in these cases.

(See correction.)

Write to the Online Journal's editors at newseditors@wsj.com

Return To Top

WSJ.com Account:
My Account
Subscriber Billing Info

Create an Account:
Register for Free
Subscribe Now

Help & Information Center:
Help
Customer Service
Contact Us
New on WSJ.com
Tour the new Journal

About:
News Licensing
Advertising
Advertise Locally
Conferences
About Dow Jones
Privacy Policy - Updated
Subscriber Agreement & Terms of Use - Updated
Copyright Policy
Jobs at WSJ.com

WSJ.com:
Site Map
Home
World
U.S.
New York
Business
Markets
Market Data
Tech
Personal Finance
Life & Style
Opinion
Autos
Careers
Real Estate
Small Business
Student Journal
Corrections

Tools & Formats:
Today's Paper
Video Center
Graphics
Columns
Blogs
Topics
Guides
Alerts
Newsletters
Mobile
Tablet Edition
Podcasts
RSS Feeds
Journal Community
WSJ on Twitter
WSJ on Facebook
WSJ on Foursquare
My Journal

Digital Network
WSJ.com
Marketwatch.com
Barrons.com
SmartMoney.com
AllThingsD.com
FINS: Finance, IT Jobs, Sales Jobs
BigCharts.com
Virtual Stock Exchange
WSJ Radio
ProfessorJournal.com
WSJ U.S. Edition
WSJ Asia Edition
WSJ Europe Edition
WSJ India Page

Foreign Language Editions:

FEBRUARY 23, 2011

Top Billers

Top attorneys in the U.S. are asking for as much as $1,250 an hour, according to recent court filings, significantly more than in previous years, as they take advantage of big clients willing to pay top dollar even amid the downturn. The move is contributing to price inflation across the struggling $100 billion global corporate law firm industry, where lawyers often study rival attorney fee filings in bankruptcy cases. **See which attorneys had some of the highest-known hourly rates in 2010 and 2009. Click on column headers to sort.**

« first ‹ prev 1 2 3 next› last »

Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Milmoe, J. Gregory	Skadden	Bankruptcy			$1,050	Interstate Bakeries	2009
Braun, Ellen	Allen & Overy LLP	Antitrust			$1,035	Chemtura Corp.	2009
Stroll, Neal	Skadden	Antitrust			$1,035	Verasun Energy Corporation	2009
Hayman, Linda C.	Skadden	Corporate	Mergers and Acquisition		$1,035	Interstate Bakeries	2009
Neckles, Peter J.	Skadden	Finance			$1,032	Interstate Bakeries	2009
MacLachlan, James	Baker McKenzie	Tax			$1,029	Miacorn	2009
Keck, Colleen	Allen & Overy LLP	Corporate	Intellectual Property		$1,029	BearingPoint	2009
Keither, Eileen	Allen & Overy LLP	Mergers and Acquisitions			$1,029	BearingPoint	2009
Feuillet, Francois	Vinson & Elkins	Capital Markets	Energy	International Law	$1,028	MPF Holding US LLC and Official Committee Of Unsecured Creditors	2009
Reviman, David	Skadden	Tax			$1,026	Mark IV Industries	2009
Davenport II, Kirk	Latham Watkins	Capital Markets			$1,025	Dayton Superior	2009
Clayton, Lewis	Paul Weiss	Intellectual Property			$1,025	Tronox	2009
Flaum, Peter	Paul Weiss	Real Estate			$1,025	Tronox	2009
Kornberg, Alan	Paul Weiss	Bankruptcy			$1,025	Tronox	2009
Schimek, Terry	Paul Weiss	Finance			$1,025	Tronox	2009
Smith, Mark	Skadden	Corporate			$1,013	Mark IV Industries	2009
Hyde, Mark	Clifford Chance	Bankruptcy			$1,000	Lyondell Chemical Company	2009
Butters, James	Clifford Chance	Mergers and Acquisitions			$1,000	Lyondell Chemical Company	2009
Saferstein, Jeffrey	Paul Weiss	Bankruptcy			$1,005	Samsonite Company	2009
Meyerson, Lee	Simpson Thacher	Capital Markets	Mergers and Acquisition		$1000	Washington Mutual	2009
Finley, John	Simpson Thacher	Mergers and Acquisitions			$1000	Lehman Brothers Holding Inc	2009
Gover, Alan	White & Case	Bankruptcy			$1000	Hospital Partners	2009

« first ‹ prev 1 2 3 next› last »

Source: Valeo partners, Washington, D.C. Notes: Based on recent filings in a range of bankruptcy cases. Some lawyers may have standard hourly rates above what they charged in these cases.

(See correction.)

Write to the Online Journal's editors at newseditors@wsj.com

Return To Top

EXHIBIT G

An ALM web site

DAILY REPORT

4:19 P.M. EST
Tuesday, February 22, 2011

Get premium access 30-day trial
Subscribe now for under $1 a day
Receive free daily headlines

Going Rate Home Page >> All records for firms in San Francisco CA United States

* Click on any Title, Practice Area, Firm, City, State, Country, Graduation or Practice Year for related rates

Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School	Practicing Since	2006 Rates	2007 Rates	2008 Rates	2009 Rates
Adelson, Eliot A.	Partner	Litigation	Kirkland and Ellis	San Francisco	CA	United States					520	
Agenbroad, Aaron L.	Associate		Jones Day	San Francisco	CA	United States			430			
Allhoff, Hans J.	Associate		Kirkland and Ellis	San Francisco	CA	United States			260			
Baker, James P.	Partner	Employee Benefits and Exec Comp	Jones Day	San Francisco	CA	United States	1980	1980				750
Bass, Eric	Associate		Farella Braun and Martel	San Francisco	CA	United States				400		
Benvenuti, Peter J.	Partner	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	1974	1974			745	775
Berning, Scott M.	Associate	Business and Finance	Morgan Lewis and Bockius	San Francisco	CA	United States	2007	2008				345
Bertenthal, David M.	Partner	Commercial Litigation,Bankruptcy and Restruc.	Pachulski, Stang, Ziehl and Jones	San Francisco	CA	United States					595	
Boersch, Martha	Partner	Corporate Criminal Investigations	Jones Day	San Francisco	CA	United States		1986				725
Bornstein, Jeffrey	Partner	White Collar Crime, Commercial Litigation	K and L Gates	San Francisco	CA	United States				525	590	
Brown, Donald W.	Partner		Covington and Burling	San Francisco	CA	United States			640			
Browning, J. Taylor	Associate	Business and Finance	Morgan Lewis and Bockius	San Francisco	CA	United States	1996	1996				550
Buoniluto, Brenda N.	Partner	Tort and Environmental Litigation	King and Spalding	San Francisco	CA	United States		1994				560
Castro, Ruth Ann	Associate	Environmental	Farella Braun and Martel	San Francisco	CA	United States				380		
Christensen, C. Brophy	Partner	Corporate Finance and Healthcare	OMelveny and Myers	San Francisco	CA	United States					675	
Christian, Ryan M.	Associate		Kirkland and Ellis	San Francisco	CA	United States			315			
Corrsa, Michaelina	Associate	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	2001	2001				525
Crosby, Peter J.	Counsel	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	1984	1984			585	585
Dexter, Doug	Partner	Employment	Farella Braun and Martel	San Francisco	CA	United States				518		
Dibble, Sam	Partner	Business Transactions	Farella Braun and Martel	San Francisco	CA	United States				460		
Diggs, Benjamin		Complex Commercial	Heller Ehrman	San Francisco	CA	United States				285		
Dixon, Megan		Securities Litigation	Heller Ehrman	San Francisco	CA	United States				575		
Dobrygowski, Daniel T.	Associate	Trial	Jones Day	San Francisco	CA	United States	2007	2007				350
Douglass, Scott	Partner	Construction	Farella Braun and Martel	San Francisco	CA	United States				525		
Dunn, Heather	Associate		DLA Piper	San Francisco	CA	United States			425			

1 2 3 4
Currently showing 1-25 of 98 results

About ALM | About Law.com | Customer Support | Reprints | Privacy Policy | Terms & Conditions
Copyright 2011 ALM Media Properties, LLC. All rights reserved.

ALM

An ALM web site

DAILY REPORT

4:36 P.M. EST
Tuesday, February 22, 2011

Get premium access 30-day trial
Subscribe now for under $1 a day
Receive free daily headlines

* Click on any Title, Practice Area, Firm, City, State, Country, Graduation or Practice Year for related rates

Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School	Practicing Since	2006 Rates	2007 Rates	2008 Rates	2009 Rates
Egan, Chantalle C.	Associate	Trial	Jones Day	San Francisco	CA	United States	2006	2006				325
Eisenbach, Robert L.	Partner	Bankruptcy	Cooley Godward Kronish	San Francisco	CA	United States					685	
Engel, G. Larry	Partner	Bankruptcy and Restructuring	Morrison and Foerster	San Francisco	CA	United States					725	
Esperanza, Chysty	Associate		Farella Braun and Martel	San Francisco	CA	United States				330		
Ford, Robert	Partner	Labor and Employment	Jones Day	San Francisco	CA	United States	1975	1975				535
Frank, Michael T.	Partner		DLA Piper	San Francisco	CA	United States			540			
Fried, Joshua M.	Partner	Bankruptcy and Restructuring	Pachulski, Stang, Ziehl and Jones	San Francisco	CA	United States					515	
Fredricks, John E.	Partner	Corporate	Kirkland and Ellis	San Francisco	CA	United States					595	
Garrett, Nathaniel P.	Associate	Issues and Appeals	Jones Day	San Francisco	CA	United States	2006	2006				375
Gerking, Tyler	Associate	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States			355	355		
Gloster, Dean	Partner	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States			675	695		
Gotelner, Neil	Partner	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States			745	745		
Green, John	Partner	Insurance Coverage	Farella Braun and Martel	San Francisco	CA	United States				610		
Handzlik, Jan	Partner	Commercial Trial	Howrey	San Francisco	CA	United States				695		
Hart, Daniel	Associate	Employment	Paul, Hastings, Janofsky and Walker	San Francisco	CA	United States				300		
Holden, Frederick D.	Partner		Orrick, Herrington and Sutcliffe	San Francisco	CA	United States			605			
Humphreys, Lynn M.	Of Counsel	Litigation	Morrison and Foerster	San Francisco	CA	United States					560	
Jin, Nancy	Associate	Global Capital Markets	Hunton and Williams	San Francisco	CA	United States				355		
Joesten, Nan	Partner	Business Litigation	Farella Braun and Martel	San Francisco	CA	United States			465	490		
Kirchmer, Scott D.	Partner	Business and Finance	Morgan Lewis and Bockius	San Francisco	CA	United States	1994	1994				590
Keegan, Christopher W.	Associate		Kirkland and Ellis	San Francisco	CA	United States			415		500	
Keller, Tobias S.	Partner	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	1990	1990				750
Kim, Jenny	Associate		DLA Piper	San Francisco	CA	United States			260			
Kirschner, Curt	Partner		OMelveny and Myers	San Francisco	CA	United States					820	
Kordestani, Said	Partner	Hospitality	Farella Braun and Martel	San Francisco	CA	United States				490		

1 2 3 4
Currently showing 26-50 of 96 results

About ALM | About Law.com | Customer Support | Reprints | Privacy Policy | Terms & Conditions
Copyright 2011 ALM Media Properties, LLC. All rights reserved.

Case4:94-cv-02307-CW Document1850-1 Filed03/04/11 Page12 of 28
Case 1:23-cv-00663-DLF Document 40-2 Filed 09/09/24 Page 136 of 206

An ALM web site

DAILY REPORT

4:36 P.M. EST
Tuesday, February 22, 2011

Get premium access 30-day trial

Subscribe now for under $1 a day
Receive free daily headlines

Going Rate Home Page >> All records for firms in San Francisco CA United States

* Click on any Title, Practice Area, Firm, City, State, Country, Graduation or Practice Year for related rates

Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School	Practicing Since	2006 Rates	2007 Rates	2008 Rates	2009 Rates
Laubach, Justin	Counsel	Corporate Finance	OMelveny and Myers	San Francisco	CA	United States						
Marshall, Robert G.	Partner	Employee Benefits and Exec Comp	Jones Day	San Francisco	CA	United States	1997	1997			$40	625
Mason, Cory	Associate		Farella Braun and Martel	San Francisco	CA	United States				245		
McDaniels, Keith	Partner	Restructuring and Insolvency	Winston and Strawn	San Francisco	CA	United States					540	
McDonald, Brian D.	Associate	Trial Practice	Jones Day	San Francisco	CA	United States	2002	2002				500
McKane, Mark E.	Partner		Kirkland and Ellis	San Francisco	CA	United States			505		580	
Myers, William A.	Partner	Business and Finance	Morgan Lewis and Bockius	San Francisco	CA	United States	1992	1993				595
Myers, Martin H.	Partner	Insurance Liability and Recovery	Jones Day	San Francisco	CA	United States	1987	1987				700
Nagaj, Adhi	Associate		Farella Braun and Martel	San Francisco	CA	United States				245		
Nokes, Casey M.	Associate	Litigation	Kirkland and Ellis	San Francisco	CA	United States					395	
Olson, James C.	Partner	Banking and Finance	Jones Day	San Francisco	CA	United States	1979	1979				775
Oso, Amanda M.	Associate	Labor and Employment	Jones Day	San Francisco	CA	United States					300	
Osgood, Micah C.E.	Associate	Litigation	Kirkland and Ellis	San Francisco	CA	United States					295	
Patton, Katie	Associate	Labor and Employment	OMelveny and Myers	San Francisco	CA	United States					395	
Petenis, Karen H.	Of Counsel	California Employment Counseling	Morgan, Lewis and Bockius	San Francisco	CA	United States					570	
Pollock, Thomas R.	Partner		Paul, Hastings, Janofsky and Walker	San Francisco	CA	United States			750			
Potenis, Alex	Associate		Farella Braun and Martel	San Francisco	CA	United States				465		
Rajagopal, Raman	Associate	Corporate	Paul Hastings Janofsky and Walker	San Francisco	CA	United States	2008					360
Rachey, Katherine S.	Partner	Trial Practice	Jones Day	San Francisco	CA	United States	1995	1995				625
Ritter, Peter	Partner	Business Tax and Investment Funds	OMelveny and Myers	San Francisco	CA	United States					675	
Roche, Laura	Associate	Business Litigation	Farella Braun and Martel	San Francisco	CA	United States			475	485		
Rodriguez, Noel	Associate	Trial Practice	Jones Day	San Francisco	CA	United States	2003	2003				500
Salmis, Cheryl	Counsel	Tort and Environmental Litigation	King and Spalding	San Francisco	CA	United States		1999				455
Schinkert, William	Partner	Private Clients	Farella Braun and Martel	San Francisco	CA	United States			695	725		
Selling, Jeralyn	Of Counsel	Family Wealth Group	Farella Braun and Martel	San Francisco	CA	United States				450		

1 2 3 4
Currently showing 51-75 of 96 results

About ALM | About Law.com | Customer Support | Reprints | Privacy Policy | Terms & Conditions
Copyright 2011 ALM Media Properties, LLC. All rights reserved.

ALM

Case4:94-cv-02307-CW Document1850-1 Filed03/04/11 Page13 of 28

Case 1:23-cv-00663-DLF Document 40-2 Filed 09/09/24 Page 137 of 206

Get premium access 30-day trial

Subscribe now for under $1 a day
Receive free daily headlines

Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School	Practicing Since	2006 Rates	2007 Rates	2008 Rates	2009 Rates
Shepard, Michael		Securities Litigation	Heller Ehrman	San Francisco	CA	United States				750		
Shin, Susan	Associate	Labor and Employment	Hunton and Williams	San Francisco	CA	United States	2008	2008				260
Shough, Leah	Associate	Commercial Litigation	K and L Gates	San Francisco	CA	United States				280	325	
Spooner, Lee	Associate	Commercial Disputes	King and Spalding	San Francisco	CA	United States		2003				390
Stephens, Eric	Associate	Business Transactions	Farella Braun and Martel	San Francisco	CA	United States				430		
Stewart, Rhonda L.	Associate	Litigation	Arnold and Porter	San Francisco	CA	United States					410	
Thaler, Alexandra (Sasha)	Associate	Labor and Employment	OMelveny and Myers	San Francisco	CA	United States					395	
Thompson, Grant	Associate	Tax	Farella Braun and Martel	San Francisco	CA	United States				440		
Tognoli, Christine D.	Associate		Paul, Hastings, Janofsky and Walker	San Francisco	CA	United States			325			
Triplett, Holden	Associate		Farella Braun and Martel	San Francisco	CA	United States				295		
Trodella, Robert A.	Partner	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States		1996				600
Uhland, Suzzanne	Partner	Finance, Corporate and Bankruptcy	OMelveny and Myers	San Francisco	CA	United States				725	820	
Vogt, Gary M.	Senior Legal Assistant	Litigation	Kirkland and Ellis	San Francisco	CA	United States					255	
Waggener, Kristine	Associate	Business Transactions	Farella Braun and Martel	San Francisco	CA	United States				295		
Wald, Gregory A.	Senior Attorney	Labor/Employment	Squire Sanders and Dempsey	San Francisco	CA	United States					460	
Wessels, Kelly	Associate	Litigation	Kirkland and Ellis	San Francisco	CA	United States					395	
Whalen, Joe	Partner	Insurance and Risk Management	Farella Braun and Martel	San Francisco	CA	United States				520		
White, Jack L.	Associate		Kirkland and Ellis	San Francisco	CA	United States			385			
Wilson, Natasha	Counsel	Restructuring	OMelveny and Myers	San Francisco	CA	United States					565	
Woodruff, Kelly	Partner	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States				485		
Zwiebman, Michael		New Century Financial Corp	Heller Ehrman	San Francisco	CA	United States				515		

About ALM | About Law.com | Customer Support | Reprints | Privacy Policy | Terms & Conditions
Copyright 2011 ALM Media Properties, LLC. All rights reserved.

ALM

Case4:94-cv-02307-CW Document1850-1 Filed03/04/11 Page14 of 28

Case 1:23-cv-00663-DLF Document 40-2 Filed 09/09/24 Page 138 of 206

EXHIBIT H

Case 1:23-cv-00663-DLF Document 40-2 Filed 09/09/24 Page 140 of 206

Westlaw CourtExpress

LEGAL BILLING REPORT

VOLUME 11, NUMBER 1

May 2009

BY BILLING RATE

California Rate Report

	PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P	Kelly, Jr., Daniel	Davis Polk & Wardwell (CA)	1986	1986	CA	$ 960.00	4.50	$ 4,320.00
P	Cowles, Julia	Davis Polk & Wardwell (CA)	1990	1990	CA	955.00	17.00	16,235.00
P	Dunham, Scott	O'Melveny & Myers LLP (CA)	1975	1975	CA	860.00	1.10	946.00
P	Tuchin, Michael	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	0.50	425.00
P	Ballack, Karen	Weil, Gotshal & Manges LLP (CA)	1986	1986	CA	799.00	0.80	639.20
P	Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1978	CA	790.00	4.50	3,555.00
OC	Morris, Michael	Hennigan Bennett & Dorman LLP	1979	1979	CA	760.00	65.20	49,552.00
P	Averch, Craig	White & Case LLP (CA)	1984	1984	CA	750.00	128.10	96,075.00
P	Kharasch, Ira D.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1982	1982	CA	750.00	2.90	2,175.00
P	Kornfeld, Alan	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	725.00	0.80	580.00
A	Lamb, Peter	Davis Polk & Wardwell (CA)	2005	2005	CA	680.00	101.40	68,952.00
P	Irving, Jeanne E.	Hennigan Bennett & Dorman LLP	1978	1978	CA	680.00	10.10	6,868.00
P	Kevane, Henry	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1985	1986	CA	675.00	19.10	12,892.50
A	Gorsich, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	176.20	117,173.00
P	Brown, Kenneth H.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1977	1981	CA	650.00	27.30	17,745.00
P	Fidler, David	Klee, Tuchin, Bogdanoff & Stern, LLP	1997	1998	CA	650.00	23.10	15,015.00
P	Weissmann, Henry	Munger Tolles & Olson LLC	1987	1987	CA	650.00	0.50	325.00
P	Bertenthal, David M.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1989	1993	CA	645.00	35.60	22,962.00
P	Montgomery, Cromwell	Gibson Dunn & Crutcher, LLP (CA)	1997	1997	CA	635.00	0.80	508.00
P	Brown, Dennis	Munger Tolles & Olson LLC	1970	1970	CA	625.00	17.80	11,125.00
A	Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	13.50	8,235.00
A	Dalrahim, Shiva	White & Case LLP (CA)	2003	2003	CA	600.00	183.70	110,220.00
P	Vincent, Garth	Munger Tolles & Olson LLC	1988	1988	CA	600.00	124.60	74,760.00
A	Scott, Melanie	White & Case LLP (CA)	2004	2004	CA	600.00	20.90	12,540.00
P	Buchanan, Laura	Klee, Tuchin, Bogdanoff & Stern, LLP	1991	1991	CA	590.00	0.20	118.00
A	Ger Kwang-chien, B.	Weil, Gotshal & Manges LLP (CA)	2003	2003	CA	580.00	28.50	16,530.00
A	Eqdal, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	2.90	1,653.00
P	Heintz, Jeffrey	Munger Tolles & Olson LLC	1984	1984	CA	550.00	35.10	19,305.00
P	Fried, Joshua	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1995	1995	CA	535.00	21.40	11,449.00
P	Rutten, James	Munger Tolles & Olson LLC	1997	1997	CA	525.00	25.80	13,545.00
A	Morse, Joshua	Hennigan Bennett & Dorman LLP	2000	2000	CA	505.00	13.10	6,615.50
A	Maletic, Michael	Weil, Gotshal & Manges LLP (CA)	2005	2005	CA	500.00	36.50	18,250.00
A	Barshop, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	14.00	6,580.00
A	Liu, Leslie	Weil, Gotshal & Manges LLP (CA)	2006	2006	CA	465.00	45.90	21,343.50
A	Kaufman, Derek	Munger Tolles & Olson LLC	2005	2005	CA	450.00	508.30	228,735.00
A	Hochleutner, Brian	Munger Tolles & Olson LLC	2002	2002	CA	435.00	0.30	130.50
A	Nathan, Joseph	Weil, Gotshal & Manges LLP (CA)	2007	2007	CA	415.00	25.20	10,458.00
A	Jasper, M. Lance	Munger Tolles & Olson LLC	2006	2006	CA	400.00	96.20	38,480.00
A	Eskandari, Barney	Munger Tolles & Olson LLC	2006	2006	CA	400.00	8.80	3,520.00
A	Rubin, Erendira E.	O'Melveny & Myers LLP (CA)	2006	2006	CA	395.00	8.40	3,318.00

Case 1:23-cv-00663-DLF Document 40-2 Filed 09/09/24 Page 142 of 206

California Rate Report

	PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
A	Schneider, Bradley	Munger Tolles & Olson LLC	2004	2004	CA	$ 395.00	1.30	$ 513.50
A	Reagan, Matthew	Weil, Gotshal & Manges LLP (CA)	2008	2008	CA	355.00	13.50	4,792.50
A	Guzman, Tanya	O'Melveny & Myers LLP (CA)	2007	2007	CA	330.00	2.50	825.00
PP	Neglia, Ross	O'Melveny & Myers LLP (CA)				260.00	6.20	1,612.00
	Finafyson, Kathe	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				225.00	27.60	6,210.00
	Jeffries, Patricia J.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				225.00	0.40	90.00
PP	Pearson, Sanda	Klee, Tuchin, Bogdanoff & Stern, LLP			CA	215.00	1.90	408.50
PP	Floyd, Kevin	Hennigan Bennett & Dorman LLP				210.00	0.30	63.00
PP	Knotts, Cheryl	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				205.00	2.20	451.00
CMA	Pitman, Sheryle	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				125.00	2.60	325.00

Case 1:23-cv-00663-DLF Document 40-2 Filed 09/09/24 Page 143 of 206

Westlaw CourtExpress

LEGAL BILLING REPORT

VOLUME 11, NUMBER 2

August 2009

BY BILLING RATE

Case 1:23-cv-00663-DLF Document 40-2 Filed 09/09/24 Page 144 of 206

California Rate Report

	PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P	Tolles, Stephen L.	Gibson Dunn & Crutcher, LLP (CA)	1982	1982	CA	$ 860.00	0.10	$ 86.00
P	Patterson, Thomas	Klee, Tuchin, Bogdanoff & Stern, LLP	1984	1984	CA	850.00	225.00	191,250.00
P	Tuchin, Michael	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	74.40	63,240.00
P	Stern, David	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	850.00	32.90	27,965.00
P	Issler, Paul S.	Gibson Dunn & Crutcher, LLP (CA)	1986	1986	CA	840.00	6.35	5,334.00
P	Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1976	CA	840.00	4.10	3,444.00
P	Timmons, Brian	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1991	1991	CA	820.00	72.80	59,696.00
P	Ballack, Karen	Weil, Gotshal & Manges LLP (CA)	1986	1986	CA	810.00	40.40	32,724.00
P	Ziehl, Dean A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1978	1978	CA	795.00	20.30	16,138.50
P	Gilmore, Danielle	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1993	1994	CA	775.00	9.50	7,362.50
P	Averch, Craig	White & Case LLP (CA)	1984	1984	CA	750.00	189.20	141,900.00
P	Keller, Tobias	Jones Day (CA)	1990	1990	CA	750.00	1.90	1,425.00
P	Baker, James	Jones Day (CA)	1980	1980	CA	750.00	0.20	150.00
P	Winston, Eric D.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1999	1999	CA	740.00	7.10	5,254.00
P	Ong, Johanna Y.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1997	1997	CA	740.00	6.30	4,662.00
P	Kornfeld, Alan	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
A	Bjork, Jeffrey E	Sidley Austin Brown & Wood LLP (CA)	1997	1998	CA	700.00	110.90	77,630.00
P	Myers, Martin	Jones Day (CA)	1987	1987	CA	700.00	26.50	18,550.00
P	Grassgreen, Debra I.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1991	1992	CA	695.00	5.50	3,822.50
A	Gustafson, Mark E.	White & Case LLP (CA)	1998	1998	CA	685.00	117.70	80,624.50
P	Arash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	39.40	26,595.00
A	Gorsich, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	221.50	147,297.50
P	Montgomery, Cromwell	Gibson Dunn & Crutcher, LLP (CA)	1997	1997	CA	635.00	2.50	1,587.50
A	Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	11.50	7,015.00
A	Delrahim, Shiva	White & Case LLP (CA)	2003	2003	CA	600.00	217.50	130,500.00
A	Scott, Melanie	White & Case LLP (CA)	2004	2004	CA	600.00	74.90	44,940.00
P	Trodella, Robert	Jones Day (CA)	1996	1996	CA	600.00	35.30	21,180.00
A	Ger Kwang-chien, B.	Weil, Gotshal & Manges LLP (CA)	2003	2003	CA	580.00	54.20	31,436.00
OC	Metcalf, Brian	Klee, Tuchin, Bogdanoff & Stern, LLP	1999	1999	CA	575.00	12.40	7,130.00
A	Eggel, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	0.50	285.00
C	Crosby IV, Peter	Jones Day (CA)	1984	1984	CA	565.00	13.30	7,514.50
A	Martin, Jill	White & Case LLP (CA)	2006	2006	CA	550.00	45.80	25,190.00
A	Correa, Michaeline	Jones Day (CA)	2001	2001	CA	525.00	1.70	892.50
OC	Brandt, Gina F.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
A	Maletic, Michael	Weil, Gotshal & Manges LLP (CA)	2005	2005	CA	500.00	175.30	87,650.00
A	Rodriquez, Noel	Jones Day (CA)	2003	2003	CA	500.00	41.80	20,900.00
A	Heyn, Mathew	Klee, Tuchin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	111.80	55,341.00
A	Barshop, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	4.10	1,927.00
A	Liu, Leslie	Weil, Gotshal & Manges LLP (CA)	2006	2006	CA	465.00	302.70	140,755.50
A	Chun, Sebyul	White & Case LLP (CA)	2008	2008	CA	460.00	162.10	74,566.00

Case 1:23-cv-00663-DLF Document 40-2 Filed 09/09/24 Page 145 of 206

California Rate Report

	PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
A	Morrison, Kelley M	White & Case LLP (CA)	2008	2008	CA	$ 460.00	105.50	$ 48,530.00
A	Hawk, Jonathan	White & Case LLP (CA)	2007	2007	CA	460.00	20.30	9,338.00
P	Phillip, Laurence	McKenna Long & Aldridge LLP (CA)	1997	1997	CA	450.00	15.00	6,750.00
P	Larsen, J David	McKenna Long & Aldridge LLP (CA)	1997	1997	CA	450.00	10.00	4,500.00
A	Guess, David	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	366.70	157,681.00
A	Pozmantier, Courtney	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	23.20	9,976.00
A	Dickerson, Matthew	Sidley Austin Brown & Wood LLP (CA)	2007	2007	CA	425.00	25.30	10,752.50
A	Tran, William	Sidley Austin Brown & Wood LLP (CA)	2006	2006	CA	425.00	5.40	2,295.00
A	Nathan, Joseph	Weil, Gotshal & Manges LLP (CA)	2007	2007	CA	415.00	61.50	25,522.50
A	Wilson, Lorna S.	Gibson Dunn & Crutcher, LLP (CA)	2008	2008	CA	400.00	4.00	1,600.00
A	Simonds, Ariella	Sidley Austin Brown & Wood LLP (CA)	2008	2008	CA	375.00	49.30	18,487.50
A	Deenihan, Kevin	Klee, Tuchin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	4.70	1,410.00
A	Elliot, Korin	Klee, Tuchin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	2.10	630.00
LIB	Forrester, Leslie A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				250.00	4.90	1,225.00
PP	Harris, Denise A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				225.00	8.50	1,912.50
PP	Grycener, Michelle	McKenna Long & Aldridge LLP (CA)				215.00	40.60	8,729.00
PP	Pearson, Sanda	Klee, Tuchin, Bogdanoff & Stern, LLP			CA	215.00	36.00	7,740.00
PP	Brown, Thomas J.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				195.00	2.00	390.00
LIB	Jones, Carla H.	Gibson Dunn & Crutcher, LLP (CA)				165.00	0.50	82.50

Case 1:23-cv-00663-DLF Document 40-2 Filed 09/09/24 Page 146 of 206

Westlaw CourtExpress

LEGAL BILLING REPORT

VOLUME 11, NUMBER 3

December 2009

BY BILLING RATE

Case 1:23-cv-00663-DLF Document 40-2 Filed 09/09/24 Page 147 of 206

California Rate Report

	PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P	Pachulski, Richard M.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1979	1979	CA	$ 895.00	287.62	$ 257,419.90
P	Patterson, Thomas	Klee, Tuchin, Bogdanoff & Stern, LLP	1984	1984	CA	850.00	392.60	333,710.00
P	Tuchin, Michael	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	201.40	171,190.00
P	Stern, David	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	850.00	66.80	56,780.00
P	Pachulski, Richard M.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1979	1979	CA	850.00	68.00	57,800.00
P	Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1976	CA	840.00	1.00	840.00
P	Ziehl, Dean A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1978	1978	CA	825.00	256.25	211,406.25
P	Timmons, Brian	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1991	1991	CA	820.00	240.60	197,292.00
P	Lyons, Duane	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1986	1986	CA	820.00	80.20	65,764.00
P	Orgel, Robert B.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1981	1981	CA	795.00	357.30	284,053.50
P	Richards, Jeremy	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1980	1981	CA	795.00	158.50	126,007.50
P	Ziehl, Dean A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1978	1978	CA	795.00	94.00	74,730.00
P	Ziehl, Dean A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1978	1978	CA	795.00	20.30	16,138.50
P	Winston, Eric D.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1999	1999	CA	740.00	54.00	39,960.00
P	Ong, Johanna Y.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1997	1997	CA	740.00	11.20	8,288.00
P	Kornfeld, Alan	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
P	Grassgreen, Debra I.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1991	1992	CA	695.00	5.50	3,822.50
C	Caine, Andrew	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1983	1983	CA	695.00	3.40	2,363.00
P	Parker, Daryl	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1968	1970	CA	675.00	60.80	41,040.00
P	Mahoney, James	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1968	1967	CA	675.00	16.60	11,205.00
P	Arash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	14.80	9,990.00
P	Davids, Ronn	Klee, Tuchin, Bogdanoff & Stern, LLP	1995	1995	CA	650.00	1.40	910.00
A	Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	3.70	2,257.00
C	Hochman, Harry	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	595.00	100.80	59,976.00
A	Newmark, Victoria	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1996	1997	CA	595.00	32.50	19,337.50
C	Cho, Shirley	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1997	1997	CA	595.00	19.40	11,543.00
C	Hochman, Harry	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	575.00	57.60	33,120.00
A	Dinkelman, Jennifer	Klee, Tuchin, Bogdanoff & Stern, LLP	1999	1999	CA	575.00	1.40	805.00
OC	Metcalf, Brian	Klee, Tuchin, Bogdanoff & Stern, LLP	1999	1999	CA	575.00	0.70	402.50
OC	Brandt, Gina F.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
A	Heyn, Mathew	Klee, Tuchin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	109.70	54,301.50
P	Brown, Gillian	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1999	1999	CA	495.00	0.50	247.50
A	Barshop, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	2.10	987.00
A	Liu, Leslie	Weil, Gotshal & Manges LLP (CA)	2006	2006	CA	465.00	9.80	4,557.00
P	Phillip, Laurence	McKenna Long & Aldridge LLP (CA)	1997	1997	CA	450.00	2.70	1,215.00
A	Guess, David	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	402.90	173,247.00
PP	Sarles, Joseph C	Quinn Emanuel Urquhart Oliver & Hedges, LLP				380.00	4.60	1,748.00
A	Elliot, Korin	Klee, Tuchin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	16.60	4,980.00
PP	Lacroix, Martine	Quinn Emanuel Urquhart Oliver & Hedges, LLP				250.00	20.30	5,075.00
LIB	Forrester, Leslie A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				250.00	4.90	1,225.00

Case 1:23-cv-00663-DLF Document 40-2 Filed 09/09/24 Page 148 of 206

California Rate Report

	PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
LIB	Forrester, Leslie A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				$ 250.00	1.80	$ 450.00
PP	Harris, Denise A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				225.00	47.90	10,777.50
PP	Harris, Denise A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				225.00	8.50	1,912.50
PP	Harrison, Felice	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				225.00	0.40	90.00
PP	Grycener, Michelle	McKenna Long & Aldridge LLP (CA)				215.00	60.40	12,986.00
PP	Pearson, Sanda	Klee, Tuchin, Bogdanoff & Stern, LLP				215.00	52.40	11,266.00
PP	Brown, Thomas J.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				195.00	59.75	11,651.25
PP	Matteo, Mike	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				195.00	6.00	1,170.00
PP	Brown, Thomas J.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				195.00	2.00	390.00
LS	Everheart, Christine	McKenna Long & Aldridge LLP (CA)				180.00	3.00	540.00
PP	Sahn, Andrew	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				150.00	16.90	2,535.00
PP	Bass, John	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				150.00	0.80	120.00

EXHIBIT I

ALM
A Wolters Kluwer business

2010 NLJ Billing Survey

Copyright © 2010, ALM Media Properties, LLC., All Rights Reserved

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Adams and Reese	New Orleans	$265	$550	$250	$344	$290	$195	$229
2010	Akerman Senterfitt	Miami							
2010	Akin Gump Strauss Hauer & Feld	Washington							
2010	Allen Matkins Leck Gamble Mallory & Natsis	Los Angeles							
2010	Alston & Bird	Atlanta	$515	$865	$450	$627	$590	$270	$405
2010	Andrews Kurth	Houston							
2010	Archer & Greiner	Haddonfield, NJ		$560	$305		$340	$175	
2010	Arent Fox	Washington		$765	$400		$475	$240	
2010	Armstrong Teasdale	St. Louis		$475	$300		$325	$200	
2010	Arnold & Porter	Washington							
2010	Baker & Daniels	Indianapolis							
2010	Baker & Hostetler	Cleveland							
2010	Baker Botts L.L.P	Houston							
2010	Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis, TN	$312	$595	$255	$357	$320	$165	$231
2010	Ballard Spahr	Philadelphia							
2010	Barnes & Thornburg	Indianapolis	$367	$613	$298	$416	$355	$225	$261
2010	Bass, Berry & Sims	Nashville, TN							
2010	Benesch, Friedlander, Coplan & Aronoff	Cleveland	$315	$575	$350	$335	$360	$195	$245
2010	Best Best & Krieger	Riverside,Calif.		$550	$310		$395	$225	

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Bingham McCutchen	Boston							
2010	Blank Rome	Philadelphia	$510	$855	$440	$615	$550	$250	$361
2010	Bond, Schoeneck & King	Syracuse, NY	$260	$475	$220	$309	$280	$160	$208
2010	Briggs and Morgan	Minneapolis	$373	$600	$290	$437	$315	$210	$240
2010	Brinks Hofer Gilson & Lione	Chicago	$435	$725	$345	$541	$420	$195	$308
2010	Broad and Cassel	Orlando, Fl	$307	$475	$260	$372	$350	$175	$242
2010	Brown Rudnick	Boston							
2010	Brownstein Hyatt Farber Schreck	Denver	$391	$810	$295	$463	$360	$200	$256
2010	Bryan Cave	St. Louis	$464	$790	$370	$553	$550	$185	$344
2010	Buchalter Nemer	Los Angeles	$415	$625	$270	$490	$450	$195	$328
2010	Buchanan Ingersoll & Rooney	Pittsburgh		$900	$310		$465	$210	
2010	Burr & Forman	Birmingham, AL	$328	$500	$210	$361	$335	$200	$250
2010	Butzel Long	Detroit		$750	$300		$375	$200	
2010	Cadwalader, Wickersham & Taft LLP	New York							
2010	Cahill Gordon Reindel LLP	New York							
2010	Carlton Fields	Tampa, FL	$368	$775	$325	$455	$375	$195	$269
2010	Chadbourne & Parke	New York	$456	$995	$390	$769	$625	$110	$442
2010	Chapman and Cutler	Chicago							
2010	Clark Hill	Detroit							
2010	Cooley	Palo Alto, CA							
2010	Covington & Burling	Washington							
2010	Cozen O'Connor	Philadelphia	$422	$880	$310	$497	$585	$225	$326
2010	Crowell & Moring	Washington							
2010	Curtis, Mallet-Prevost, Colt & Mosle	New York	$489	$785	$675	$669	$575	$290	$365
2010	Davis Wright Tremaine	Seattle	$355	$795	$320	$486	$435	$210	$304
2010	Day Pitney	Florham Park, NJ							

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Dewey & LeBoeuf LLP	New York							
2010	Dickinson Wright	Detroit		$575	$355		$275	$195	
2010	Dickstein Shapiro	Washington	$546	$950	$525	$656	$530	$265	$426
2010	Dinsmore & Shohl	Cincinnati	$302	$590	$220	$360	$300	$176	$222
2010	DLA Piper	Chicago							
2010	Dorsey & Whitney	Minneapolis	$410	$795	$290	$515	$440	$180	$285
2010	Duane Morris	Philadelphia	$483	$850	$240	$550	$480	$135	$349
2010	Dykema Gossett	Detroit	$445	$635	$360	$495	$450	$225	$325
2010	Eckert Seamans Cherin & Mellott	Pittsburgh		$625	$250		$320	$150	
2010	Edwards Angell Palmer & Dodge	Boston	$451	$780	$345	$571	$610	$200	$323
2010	Epstein Becker & Green	New York	$429	$850	$350	$520	$450	$180	$325
2010	Faegre & Benson LLP	Minneapolis							
2010	Finnegan, Henderson, Farabow, Garrett & Dunner	Washington							
2010	Fish & Richardson	Boston							
2010	Fisher & Phillips	Atlanta		$505	$340		$360	$220	
2010	Fitzpatrick, Cella, Harper & Scinto	New York		$730	$460		$440	$275	
2010	Foley & Lardner	Milwaukee	$554	$1,035		$664		$255	$426
2010	Foley Hoag	Boston							
2010	Ford & Harrison	Atlanta		$620	$375		$390	$250	
2010	Fowler White Boggs	Tampa, FL	$350	$575	$325	$400	$315	$205	$250
2010	Fox Rothschild	Philadelphia	$407	$690	$315	$473	$475	$235	$298
2010	Frost Brown Todd	Cincinnati	$279	$515	$200	$326	$250	$150	$189
2010	Fulbright & Jaworski	Houston							
2010	Gardere Wynne Sewell	Dallas	$445	$815	$380	$531	$445	$195	$311
2010	Gibbons	Newark, NJ	$404	$790	$390	$479	$450	$250	$289
2010	Gibson, Dunn & Crutcher LLP	Los Angeles							
2010	Godfrey & Kahn	Milwaukee		$495	$325		$340	$180	
2010	Goodwin Procter	Boston							

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Gordon & Rees	San Francisco, CA							
2010	GrayRobinson	Orlando, FL		$750	$225		$315	$150	
2010	Greenberg Traurig	New York	$453	$875	$355	$550	$610	$200	$332
2010	Harris Beach	Rochester, NY		$500	$275		$250	$140	
2010	Haynes and Boone	Dallas							
2010	Hinshaw & Culbertson	Chicago							
2010	Hiscock & Barclay	Syracuse, NY	$311	$650	$195	$348	$440	$150	$234
2010	Hodgson Russ	Buffalo, NY	$328	$665	$230	$374	$410	$175	$238
2010	Hogan Lovells	Washington							
2010	Holland & Hart LLP	Washington							
2010	Holland & Knight	Washington	$418	$850	$300	$499	$480	$185	$288
2010	Holme Roberts & Owen	Denver	$355	$635	$285	$415	$530	$170	$295
2010	Honigman Miller Schwartz and Cohn	Detroit							
2010	Hughes Hubbard & Reed LLP	New York							
2010	Hunton & Williams	Richmond, VA							
2010	Husch Blackwell	St. Louis	$329	$804	$230	$357	$415	$171	$220
2010	Ice Miller LLP	Indianapolis							
2010	Irell & Manella	Los Angeles							
2010	Jackson Kelly	Charleston, WV		$495	$245		$275	$155	
2010	Jackson Lewis	White Plains, NY	$364	$715	$260	$428	$440	$150	$282
2010	Jones Day	Washington							
2010	Jones, Walker, Waechter, Poitevent, Carrare & Denegre	New Orleans		$620	$195		$275	$140	
2010	K&L Gates	Pittsburgh							
2010	Kelley Drye & Warren	New York		$900	$465		$565	$275	
2010	Kenyon & Kenyon LLP	New York							

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Kilpatrick Stockton	Atlanta	$425	$730	$375	$527	$465	$225	$320
2010	Kirkland & Ellis	Chicago							
2010	Knobbe, Martens, Olson & Bear	Irvine, CA	$432	$710	$395	$611	$450	$285	$332
2010	Kramer Levin Naftalis & Frankel	New York							
2010	Lane Powell	Seattle	$349	$600	$310	$431	$350	$230	$278
2010	Lathrop & Gage	Kansas City		$490	$255		$265	$180	
2010	LeClairRyan, Professional Corporation	Richmond, VA							
2010	Leonard, Street and Deinard	Minneapolis							
2010	Lewis and Roca	Phoenix, AZ							
2010	Lewis Brisbois Bisgaard & Smith	Los Angeles							
2010	Lewis, Rice & Fingersh	St. Louis		$460	$260		$315	$150	
2010	Lindquist & Vennum	Minneapolis	$330			$415			$235
2010	Littler Mendelson	San Francisco	$372	$650	$290	$445	$480	$210	$296
2010	Locke Lord Bissell & Liddell	Dallas	$486	$1,120	$400	$599	$525	$215	$320
2010	Loeb & Loeb	New York		$975	$475		$575	$275	
2010	Lowenstein Sandler	Roseland, NJ		$825	$440		$575	$235	
2010	Luce, Forward, Hamilton & Scripps	San Diego		$670	$350		$445	$245	
2010	Manatt, Phelps & Phillips	Los Angeles	$568	$850	$525	$651	$525	$200	$405
2010	Marshall, Dennehey, Warner, Coleman & Goggin	Philadelphia		$410	$145		$320	$130	
2010	Maynard, Cooper & Gale	Birmingham, AL		$600	$325		$295	$235	
2010	McAndrews, Held & Malloy	Chicago		$675	$260		$350	$225	

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	McCarter & English	Newark, NJ	$355	$825	$360	$498	$405	$215	$313
2010	McElroy, Deutsch, Mulvaney & Carpenter	Morristown, N.J.	$210	$550	$295	$260	$275	$150	$190
2010	McGuireWoods	Richmond, Va.	$455	$830	$325	$543	$600	$220	$355
2010	McKenna Long & Aldridge	Atlanta	$455	$775	$375	$540	$490	$220	$366
2010	Michael Best & Friedrich	Milwaukee	$346	$650	$235	$400	$320	$190	$239
2010	Miles & Stockbridge	Baltimore		$695	$325		$370	$220	
2010	Miller & Martin	Chattanooga, TN	$328	$610	$235	$361	$275	$180	$218
2010	Miller, Canfield, Paddock and Stone	Detroit							
2010	Montgomery, McCracken, Walker & Rhoads	Philadelphia		$625	$380	$461	$395	$205	$284
2010	Moore & Van Allen	Charlotte N.C.	$364	$785	$265	$441	$360	$180	$257
2010	Morgan, Lewis & Bockius	Philadelphia							
2010	Morris, Manning & Martin	Atlanta	$424	$760	$425	$492	$545	$225	$353
2010	Morrison & Foerster	San Francisco, CA							
2010	Munger, Tolles & Olson	Los Angeles							
2010	Neal, Gerber & Eisenberg	Chicago							
2010	Nelson Mullins Riley & Scarborough	Columbia, SC	$347	$850	$245	$399	$335	$185	$248
2010	Nexsen Pruet	Columbia, SC		$625	$230		$250	$160	
2010	Nixon Peabody	New York	$429	$905	$375	$613	$580	$195	$388
2010	O'Melveny & Myers	Los Angeles							
2010	Ogletree, Deakins, Nash, Smoak & Stewart	Greenville, S.C.	$351	$575	$300	$389	$390	$195	$285

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Orrick, Herrington & Sutcliffe	San Francisco, CA							
2010	Parker Poe Adams & Bernstein LLP	Charlotte N.C.							
2010	Patton Boggs	Washington	$482	$990	$355	$645	$550	$215	$399
2010	Paul, Hastings, Janofsky & Walker	New York							
2010	Paul, Weiss, Rifkind Wharton & Garrison LLP	New York							
2010	Pepper Hamilton	Philadelphia	$326	$825	$420	$547	$465	$230	$329
2010	Perkins Coie	Seattle	$447	$825	$275	$534	$570	$200	$354
2010	Phelps Dunbar	New Orleans	$226	$385	$180	$272	$240	$145	$183
2010	Phillips Lytle	Buffalo, NY	$255	$535	$260	$352	$450	$150	$283
2010	Pillsbury Winthrop Shaw Pittman	New York							
2010	Polsinelli Shughart	Kansas City, MO		$600	$250		$325	$185	
2010	Quarles & Brady	Milwaukee	$364	$660	$290	$438	$400	$210	$260
2010	Reed Smith	Pittsburgh							
2010	Reinhart Boerner Van Deuren	Milwaukee							
2010	Roetzel & Andress	Akron, OH	$317	$525	$225	$357	$325	$165	$243
2010	Rutan & Tucker	Costa Mesa, CA		$650	$355		$450	$225	
2010	Saul Ewing	Philadelphia	$412	$800	$320	$491	$475	$225	$310
2010	Schiff Hardin LLP	Chicago							
2010	Schnader Harrison Segal & Lewis	Philadelphia							
2010	Schulte Roth & Zabel	New York		$895	$735		$690	$275	
2010	Schwabe, Williamson & Wyatt	Portland, OR	$360	$540	$310	$415	$450	$200	$260
2010	Sedgwick, Detert, Moran & Arnold	San Francisco							
2010	Seyfarth Shaw	Chicago	$377	$770	$335	$505	$535	$185	$325

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Sheppard Mullin	Los Angeles		$820	$495		$620	$270	
2010	Sherman & Howard	New York							
2010	Shook, Hardy & Bacon	Kansas City, MO							
2010	Shumaker, Loop & Kendrick	Toledo, OH	$331	$540	$250	$366	$315	$185	$246
2010	Skadden, Arps, Slate, Meagher & Flom	New York							
2010	Smith, Gambrell & Russell	Atlanta		$740	$325		$440	$195	
2010	Snell & Wilmer	Phoenix	$338	$795	$315	$486	$550	$175	$282
2010	Squire, Sanders & Dempsey	Cleveland							
2010	Steptoe & Johnson LLP	Washington							
2010	Stevens & Lee	Reading, PA							
2010	Stinson Morrison Hecker	Kansas City, MO							
2010	Stites & Harbison	Louisville, KY							
2010	Stoel Rives	Portland, OR	$381	$600	$315	$441	$390	$190	$270
2010	Strasburger & Price	Dallas	$336	$617	$250	$372	$306	$194	$243
2010	Sullivan & Worcester	Boston	$537	$830	$475	$647	$535	$290	$383
2010	Sutherland Asbill & Brennan	Atlanta							
2010	Taft, Stettinius & Hollister	Cincinnati	$315	$500	$220	$358	$365	$165	$227
2010	Thompson & Knight	Dallas		$825	$410		$440	$265	
2010	Thompson Coburn	St. Louis		$610	$300		$395	$190	
2010	Townsend and Townsend and Crew	San Francisco, CA	$320	$750	$470	$563	$460	$260	$345
2010	Troutman Sanders	Atlanta							
2010	Ulmer & Berne	Cleveland		$565	$260		$375	$185	
2010	Vedder Price	Chicago	$425	$720	$370	$483	$365	$255	$326
2010	Venable	Washington	$484	$950	$445	$590	$590	$280	$353

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Vorys, Sater, Seymour and Pease	Columbus, OH							
2010	Wachtell, Lipton, Rosen & Katz	New York							
2010	Weil, Gotshal & Manges LLP	New York							
2010	White and Williams	Philadelphia							
2010	Wildman, Harrold, Allen & Dixon LLP	Chicago							
2010	Wiley Rein	Washington							
2010	Williams Mullen	Richmond, Va.	$368	$645	$315	$428	$370	$230	$279
2010	Willkie Farr & Gallagher LLP	New York							
2010	Wilmer Cutler Pickering Hale and Dorr	Washington							
2010	Winstead	Dallas	$395	$665	$340	$462	$390	$215	$291
2010	Winston & Strawn	Chicago	$486	$1,075	$475	$670	$610	$250	$393
2010	Womble Carlyle Sandridge & Rice	Winston Salem, NC	$372	$625	$300	$461	$445	$210	$291
2010	Wyatt, Tarrant & Combs	Louisville, KY		$500	$245		$285	$160	

ALM

an incisivemedia company

2010 NLJ Associate Class Billing Survey

Copyright © 2009, ALM Media Properties, LLC., All Rights Reserved

Fiscal Year	Firm Name	Associate Class							
		1st year	*2nd year*	*3rd year*	*4th year*	*5th year*	*6th year*	*7th year*	*8th year*
2010	Alston & Bird	$270 - $345	$330 - $395	$365 - $440	$395 - $470	$420 - $515	$445 - $550	$470 - $570	
2010	Benesch, Friedlander, Coplan	$195	$200	$215	$230	$240	$250	$275	
2010	Blank Rome	$250 - $275	$260 - $290	$280 - $305	$325 - $360	$345 - $400	$370 - $435	$390 - $460	$410 - $480
2010	Brinks Hofer Gilson & Lione	$240	$265	$285	$310	$340	$365	$390	$410
2010	Brownstein Hyatt Farber Schreck	$200							
2010	Bryan Cave	$185 - $300	$215 - $350	$250 - $385	$275 - $395	$300 - $420	$275 - $460	$330 - $480	$340 - $510
2010	Curtis, Mallet-Prevost, Colt &	$290	$335	$375	$415	$455	$495	$535	$575
2010	Davis Wright Tremaine	$190 - $285	$205 - $295	$225 - $325	$235 - $345	$245 - $365	$265 - $380	$285 - $405	$295 - $415
2010	Dickinson Wright	$190	$195	$205	$220	$230	$240	$250	
2010	Dickstein Shapiro	$265 - $290	$325 - $375	$375 - $425	$375 - $425	$425 - $475	$425 - $475	$475 - $530	$475 - $530
2010	Dinsmore & Shohl	$180	$190	$205	$220	$230	$240	$250	260
2010	Edwards Angell Palmer & Dodge	255	275						
2010	Fitzpatrick, Cella, Harper & Scinto	$275	$300	$325	$350	$370	$385	$405	$420

Associate Class

Year	Firm Name	1st year	2nd year	3rd year	4th year	5th year	6th year	7th year	8th year
2010	Frost Brown Todd	$150							
2010	Gardere Wynne Sewell	195	210	260	280	300	315	355	385
2010	Harris Beach	$155	$170	$200	$230	$230	$230	$250	$250
2010	Hiscock & Barclay	$150 - $340	$150-340	$165 - $360	$165 - $360	$165 - $360	$175 - $380	$175 - $380	$185 - $440
2010	Kelley Drye & Warren	$305	$340	$370	$410	$435	$455	$485	510
2010	Kilpatrick Stockton	250	275	310	325	335	360	375	385
2010	Knobbe Martens Olson & Bear	$285	$310	$335	$360	$385			
2010	Lindquist & Vennum	$200	$210	225	235	245	260	265	290
2010	Locke Lord Bissell & Liddell	$215	$230	$253	$270	$300	$321	$349	$386
2010	Loeb & Loeb	$350 - $375							
2010	Maynard, Cooper & Gale	$235	$235	$245	$255	$270	$280	$295	
2010	McElroy, Deutsch, Mulvaney &	$150	$175	$185	$195	$200	$205	$210	$220
2010	McKenna Long & Aldridge	279	312	325	346	363	381	382	415
2010	Montgomery, McCracken, Walker	$205	$215	$235	$255	$275	$295	$315	$335
2010	Morris, Manning & Martin	$200	$265	$310	$340	$365	$390	$415	$425

Associate Class

Year	Firm Name	1st year	2nd year	3rd year	4th year	5th year	6th year	7th year	8th year
2010	Frost Brown Todd	$150							
2010	Gardere Wynne Sewell	195	210	260	280	300	315	355	385
2010	Harris Beach	$155	$170	$200	$230	$230	$230	$250	$250
2010	Hiscock & Barclay	$150 - $340	$150-340	$165 - $360	$165 - $360	$165 - $360	$175 - $380	$175 - $360	$185 - $440
2010	Kelley Drye & Warren	$305	$340	$370	$410	$435	$455	$485	510
2010	Kilpatrick Stockton	250	275	310	325	335	360	375	385
2010	Knobbe Martens Olson & Bear	$285	$310	$335	$360	$385			
2010	Lindquist & Vennum	$200	$210	225	235	245	260	265	290
2010	Locke Lord Bissell & Liddell	$215	$230	$253	$270	$300	$321	$349	$386
2010	Loeb & Loeb	$350 - $375							
2010	Maynard, Cooper & Gale	$235	$235	$245	$255	$270	$280	$295	
2010	McElroy, Deutsch, Mulvaney &	$150	$175	$185	$195	$200	$205	$210	$220
2010	McKenna Long & Aldridge	279	312	325	346	363	381	382	415
2010	Montgomery, McCracken, Walker	$205	$215	$235	$255	$275	$295	$315	$335
2010	Morris, Manning & Martin	$200	$265	$310	$340	$365	$390	$415	$425

Fiscal Year	Firm Name	Associate Class							
		1st year	2nd year	3rd year	4th year	5th year	6th year	7th year	8th year
2010	Patton Boggs	$290	$315	$340	$370	$400	$425	$450	$480
2010	Pepper Hamilton	$230	$275	$300	$330	$355	$370	$385	$395
2010	Perkins Coie	272	290	306	337	345	372	391	436
2010	Phillips Lytle	$160	$170	$190	$195	$210	$225	$220	235
2010	Quarles & Brady	$210 - $235	$220 - $240						
2010	Saul Ewing	$225 - $235	$230 - $260	$255 - $275	$240 - $315	$260 - $285	$285 - $300	$295 - $425	$275 - $320
2010	Schulte Roth & Zabel	$375	$445	$495	$540	$560	$580	$605	$625
2010	Schwabe, Williamson & Wyatt	$200							
2010	Sheppard, Mullin, Richter & Hampton	$270 - $335	$330 - $430	$365 - $475	$395 - $510	$420 - $540	$445 - $565	$470 - $595	$490 - $620
2010	Snell & Wilmer	$185	$200	$225	$260	$285	$315	$350	$365
2010	Strasburger & Price	$200	$220	$240	$260	$280	$300	$320	$340
2010	Sullivan & Worcester	$290	$305	$330	$350	$370	$390	$425	
2010	Thompson & Knight	$265	$300	$330	$365	$385	$405	$425	$440
2010	Townsend and Townsend and Crew	260	290	325	370	390	420	450	460
2010	Vedder Price	225	270	290	310	325	345	360	380

Fiscal Year	Firm Name	Associate Class							
		1st year	2nd year	3rd year	4th year	5th year	6th year	7th year	8th year
2010	Williams Mullen	$230	$250	$265	$295	$295	$310	$345	$345
2010	Winstead	$215	215	227	260	280	300	325	350
2010	Winston & Strawn	$295 - $320	$305 - $335	$325 - $365	$350 - $400	$380 - $440	$420 - $480	$455 - $520	$490 - $555

EXHIBIT J

Font Size:

Bankruptcy Rates Top $1,000 Mark in 2008-09

Amy Kolz
The American Lawyer
December 16, 2009

Print Share Email Reprints & Permissions Post a Comment

A review of bankruptcy rates in Delaware and the Southern District of New York shows that a handful of U.S.-based partners at **Am Law 200** firms have inched above the $1,000 rate barrier, making bankruptcy work as lucrative as it was plentiful in 2008 and 2009. Over a 12-month period ending August 2009, there were more than 13,000 billing rate entries submitted by law firms in the nation's two busiest bankruptcy courts, according to a new database compiled by ALM Media.

Among U.S.-based lawyers at Am Law 200 firms, **Shearman & Sterling** tax partner Bernie Pistilo topped the rate chart with an hourly fee of $1,065 for his work on the bankruptcy of Stock Building Supply Holdings LLC, a building products supplier, in Delaware. (One solo practitioner in Pleasantville, N.Y., Alan Harris, surpassed Pistilo's rate, charging $1,200 an hour for his work as special real estate litigation counsel on the bankruptcy of Digital Printing Systems in the Southern District of New York.) Eleven other U.S.-based Am Law 200 partners were in the $1,000-plus club, according to the database. **Cadwalader, Wickersham & Taft** financial restructuring co-chair Deryck Palmer, a former **Weil, Gotshal & Manges** partner, billed Lyondell Chemical Co. at a rate of $1,050 for work on its 2009 bankruptcy. **Greenberg Traurig** bankruptcy co-chair Bruce Zirinsky, who left Cadwalader last January, billed $1,050 an hour as debtor's counsel for TH Agriculture and Nutrition LLC, as did **White & Case** global restructuring head Thomas Lauria for WCI Communities Inc., and Robert Pincus, the head of the corporate practice in **Skadden, Arps, Slate, Meagher & Flom**'s Wilmington office, for Hayes Lemmerz International Inc., an automotive wheel supplier.

Neal Stoll, a Skadden antitrust partner, and Sally Thurston, a Skadden tax partner, billed $1,035 for work on the bankruptcies of VeraSun Energy Corp. and Hayes Lemmerz, respectively, while **Latham & Watkins** corporate finance chair Kirk Davenport billed at $1,025 an hour for Dayton Superior Corp.'s filing. **Paul, Weiss, Rifkind, Wharton & Garrison** partners Carl Reisner and Richard Bronstein billed at $1,025 for the Buffets Inc., bankruptcy. (Reisner is co-head of the firm's M&A practice and Bronstein is co-chair of its tax practice.) **Simpson Thacher & Bartlett** partners Lee Meyerson and litigator Michael Chepiga charged Lehman Brothers $1,000 an hour on the sale of its brokerage to Barclays Bank PLC.

Absent from the $1,000 club are Weil, Gotshal & Manges restructuring gurus Harvey Miller and Marcia Goldstein. Both clocked rates of $950 an hour for their work on the Lehman Brothers and BearingPoint Inc. bankruptcies, respectively. Also, **Kirkland & Ellis**' James Sprayregen billed $965 an hour for work on the bankruptcies of Lear Corp. and The Reader's Digest Association. And **Jones Day** partner Corinne Ball charged $900 an hour for her work on Chrysler's filing.

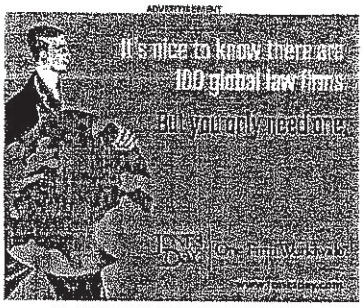
Comparing the median partner rates among Am Law 200 firms in the database demonstrated that there are few bargains when it comes to Chapter 11 work. Among those charging median partner rates of more than $900 an hour were: Cadwalader; Cleary Gottlieb Steen & Hamilton; Davis Polk & Wardwell; Milbank, Tweed, Hadley & McCloy; Paul Weiss; Shearman & Sterling; Simpson Thacher; and Skadden. Firms with median partner billing rates between $800 and $900 were Gibson Dunn, Fried Frank, Latham, Paul Hastings, Weil Gotshal, and White & Case. Firms billing $700 or below were Akin Gump Strauss Hauer & Feld, Kirkland, Sidley Austin, and Sonnenschein Nath & Rosenthal. (Medians can be deceiving, since some firms, such as Kirkland, had a difference of more than $500 between its highest- and lowest-rate partners.)

The bankruptcy case with one of the highest median partner rates was Nortel Networks. The phone equipment maker paid firms such as Cleary and Kirkland a median partner rate of $940. Firms working on the Lehman filing billed a median partner rate of $810 during the time period, while firms working on the filing of Tribune Co. billed a median of $690, according to the database.

Associate rates occasionally topped $700 an hour on bankruptcies including Lehman and Nortel Networks, as well as that of the lesser-known Sportsman's Warehouse. Discovery attorneys, research specialists and benefits consultants sometimes billed between $500 and $800 on cases such as Nortel, Charter Communications and Graphics Properties Holdings Inc.

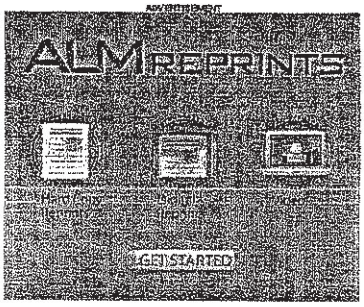
FIRM	MEDIAN PARTNER RATE*	# PARTNERS FILING
Simpson Thacher	$980	30
Cleary Gottlieb	$960	47
Shearman & Sterling	$950	17
Davis Polk	$948	14
Skadden	$945	38
Paul Weiss	$925	24
Cadwalader	$900	29
Milbank	$900	55
Weil Gotshal	$843	142
Gibson Dunn	$840	29
Fried Frank	$83	518
Latham & Watkins	$830	57
White & Case	$825	21
Paul Hastings	$810	46
Sidley Austin	$700	99
Akin Gump	$690	79

ADVERTISEMENT



Top Stories From Law.com
Legal Technology
Public Performance in the Digital Age
Corporate Counsel
'In the Crosshairs': GCs Can Ignore Financial Fraud Risks at Their Peril
Small Firm Business
San Francisco Associate Wins $1 Million in ESPN Game

ADVERTISEMENT



lawjobs.com
TOP JOBS
MATRIMONIAL LITIGATOR
CONFIDENTIAL SEARCH
Great Neck, NY

Associate General Counsel
SallieMae
Reston, VA

MORE JOBS >>
POST A JOB >>

ADVERTISEMENT

Kirkland	$675	149
Sonnenschein	$625	47

*U.S.-based partners only.

The American Lawyer will publish a detailed analysis of the bankruptcy billing rates in its February 2010 issue.

Click here to order the Excel® version of the 2009 Bankruptcy Billing Rates Report.

This article first appeared on The Am Law Daily blog on AmericanLawyer.com.

Print Share Email Reprints & Permissions Post a Comment

About ALM | About Law.com | Customer Support | Reprints | Privacy Policy | Terms & Conditions
Copyright 2009. ALM Media Properties, LLC. All rights reserved.

EXHIBIT K

$1,000 Per Hour Isn't Rare Anymore; Nominal billing levels rise, but discounts ease blow. The National Law Journal January 13, 2014 Monday

Copyright 2014 ALM Media Properties, LLC
All Rights Reserved
Further duplication without permission is prohibited

THE NATIONAL LAW JOURNAL

The National Law Journal

January 13, 2014 Monday

SECTION: NLJ'S BILLING SURVEY; Pg. 1 Vol. 36 No. 20

LENGTH: 1860 words

HEADLINE: $1,000 Per Hour **Isn't Rare Anymore**;
Nominal billing levels rise, but discounts ease blow.

BYLINE: KAREN SLOAN

BODY:

As recently as five years ago, law partners charging $1,000 an hour were outliers. Today, four-figure hourly rates for indemand partners at the most prestigious firms don't raise eyebrows-and a few top earners are closing in on $2,000 an hour.

These rate increases come despite hand-wringing over price pressures from clients amid a tough economy. But everrising standard billing rates also obscure the growing practice of discounts, falling collection rates, and slow march toward alternative fee arrangements.

Nearly 20 percent of the firms included in The National Law Journal's annual survey of large law firm billing rates this year had at least one partner charging more than $1,000 an hour. Gibson, Dunn & Crutcher partner Theodore Olson had the highest rate recorded in our survey, billing $1,800 per hour while representing mobile satellite service provider LightSquared Inc. in Chapter 11 proceedings.

Of course, few law firm partners claim Olson's star power. His rate in that case is nearly the twice the $980 per hour average charged by Gibson Dunn partners and three times the average $604 hourly rate among partners at NLJ 350 firms. Gibson Dunn chairman and managing partner Ken Doran said Olson's rate is "substantially" above that of other partners at the firm, and that the firm's standard rates are in line with its peers.

"While the majority of Ted Olson's work is done under alternative billing arrangements, his hourly rate reflects his stature in the legal community, the high demand for his services and the unique value that he offers to clients given his extraordinary experience as a former solicitor general of the United States who has argued more than 60 cases before the U.S. Supreme Court and has counseled several presidents," Doran said.

In reviewing billing data this year, we took a new approach, asking each firm on the NLJ 350-our survey of the nation's 350 largest firms by attorney headcount-to provide their highest, lowest and average billing rates for associates and partners. We supplemented those data through public records. All together, this year's survey includes information for 159 of the country's largest law firms and reflects billing rates as of October.

The figures show that, even in a down economy, hiring a large law firm remains a pricey prospect. The median among the highest partner billing rates reported at each firm is $775 an hour, while the median low partner rate is $405. For associates, the median high stands at $510 and the low at $235. The average associate rate is $370.

Multiple industry studies show that law firm billing rates continued to climb during 2013 despite efforts by corporate counsel to rein them in. TyMetrix's 2013 Real Rate Report Snapshot found that the average law firm billing rate increased by 4.8 percent compared with 2012. Similarly, the Center for the Study of the Legal Profession at the Georgetown University Law Center and Thomson Reuters Peer Monitor found that law firms increased their rates by an average 3.5 percent during 2013.

Of course, rates charged by firms on paper don't necessarily reflect what clients actually pay. Billing realization rates-which reflect the percentage of work billed at firms' standard rates- have fallen from 89 percent in 2010 to nearly 87 percent in 2013 on average, according to the Georgetown study. When accounting for billed hours actually collected by firms, the realization rate falls to 83.5 percent.

"What this means, of course, is that- on average-law firms are collecting only 83.5 cents for every $1.00 of standard time they record," the Georgetown report reads. "To understand the full impact, one need only consider that at the end of 2007, the collected realization rate was at the 92 percent level."

In other words, law firms set rates with the understanding that they aren't likely to collect the full amount, said Mark Medice, who oversees the Peer Monitor Index. That index gauges the strength of the legal market according to economic indicators including demand for legal services, productivity, rates and expenses. "Firms start out with the idea of, 'I want to achieve a certain rate, but it's likely that my client will ask for discounts whether or not I increase my rate,'" Medice said.

Indeed, firms bill nearly all hourly work at discounts ranging from 5 percent to 20 percent off standard rates, said Peter Zeughauser, a consultant with the Zeughauser Group. Discounts can run as high as 50 percent for matters billed under a hybrid system, wherein a law firm can earn a premium for keeping costs under a set level or for obtaining a certain outcome, he added. "Most firms have gone to a two-tier system, with what is essentially an aspirational rate that they occasionally get and a lower rate that they actually budget for," he said.

Most of the discounting happens at the front end, when firms and clients negotiate rates, Medice said. But additional discounting happens at the billing and collections stages. Handling alternative fee arrangements and discounts has become so complex that more than half of the law firms on the Am Law 100-NLJ affiliate The American Lawyer's ranking of firms by gross revenue-have created new positions for pricing directors, Zeughauser said.

THE ROLE OF GEOGRAPHY

Unsurprisingly, rates vary by location. Firms with their largest office in New York had the highest average partner and associate billing rates, at $882 and $520, respectively. Similarly, TyMetrix has reported that more than 25 percent of partners at large New York firms charge $1,000 per

hour or more for contracts and commercial work.

Washington was the next priciest city on our survey, with partners charging an average $748 and associates $429. Partners charge an average $691 in Chicago and associates $427. In Los Angeles, partners charge an average $665 while the average associate rate is $401.

Pricing also depends heavily on practice area, Zeughauser and Medice said. Bet-the-company patent litigation and white-collar litigation largely remain at premium prices, while practices including labor and employment have come under huge pressure to reduce prices.

"If there was a way for law firms to hold rates, they would do it. They recognize how sensitive clients are to price increases," Zeughauser said. But declining profit margins-due in part to higher technology costs and the expensive lateral hiring market-mean that firms simply lack the option to keep rates flat, he said.

BILLING SURVEY METHODOLOGY

The National Law Journal's survey of billing rates of the largest U.S. law firms provides the high, low and average rates for partners and associates.

The NLJ asked respondents to its annual survey of the nation's largest law firms (the NLJ 350) to provide a range of hourly billing rates for partners and associates as of October 2013.

For firms that did not supply data to us, in many cases we were able to supplement billing-rate data derived from public records.

In total, we have rates for 159 of the nation's 350 largest firms.

Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

We used these data to calculate averages for the nation as a whole and for selected cities.

Billing Rates at the Country's Priciest Law Firms

Here are the 50 firms that charge the highest average hourly rates for partners.

Billing Rates at the Country's Priciest Law Firms

FIRM NAME	LARGEST U.S. OFFICE*	AVERAGE FULL-TIME EQUIVALENT ATTORNEYS*	PARTNER HOURLY RATES		ASSOCIATE HOURLY RATES			
			AVERAGE	HIGH	LOW	AVERAGE	HIGH	LOW
* Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. For complete numbers, please see NLJ.com.								
** Firm did not exist in this form for the entire year.								
Debevoise & Plimpton	New York	615	$1,055	$1,075	$955	$490	$760	$120
Paul, Weiss,	New York	803	$1,040	$1,120	$760	$600	$760	$250

Rifkind, Wharton & Garrison								
Skadden, Arps, Slate, Meagher & Flom	New York	1,735	$1,035	$1,150	$845	$620	$845	$340
Fried, Frank, Harris, Shriver & Jacobson	New York	476	$1,000	$1,100	$930	$595	$760	$375
Latham & Watkins	New York	2,033	$990	$1,110	$895	$605	$725	$465
Gibson, Dunn & Crutcher	New York	1,086	$980	$1,800	$765	$590	$930	$175
Davis Polk & Wardwell	New York	787	$975	$985	$850	$615	$975	$130
Willkie Farr & Gallagher	New York	540	$950	$1,090	$790	$580	$790	$350
Cadwalader, Wickersham & Taft	New York	435	$930	$1,050	$800	$605	$750	$395
Weil, Gotshal & Manges	New York	1,201	$930	$1,075	$625	$600	$790	$300
Quinn Emanuel Urquhart & Sullivan	New York	697	$915	$1,075	$810	$410	$675	$320
Wilmer Cutler Pickering Hale and Dorr	Washington	961	$905	$1,250	$735	$290	$695	$75
Dechert	New York	803	$900	$1,095	$670	$530	$735	$395
Andrews Kurth	Houston	348	$890	$1,090	$745	$528	$785	$265
Hughes Hubbard & Reed	New York	344	$890	$995	$725	$555	$675	$365
Irell & Manella	Los Angeles	164	$890	$975	$800	$535	$750	$395
Proskauer Rose	New York	746	$880	$950	$725	$465	$675	$295
White & Case	New York	1,900	$875	$1,050	$700	$525	$1,050	$220
Morrison & Foerster	San Francisco	1,010	$865	$1,195	$595	$525	$725	$230
Pillsbury Winthrop Shaw Pittman	Washington	609	$865	$1,070	$615	$520	$860	$375
Kaye Scholer	New York	414	$860	$1,080	$715	$510	$680	$320
Kramer Levin Naftalis & Frankel	New York	320	$845	$1,025	$740	$590	$750	$400
Hogan Lovells	Washington	2,280	$835	$1,000	$705	-	-	-

Kasowitz, Benson, Torres & Friedman	New York	365	$835	$1,195	$600	$340	$625	$200
Kirkland & Ellis	Chicago	1,517	$825	$995	$590	$540	$715	$235
Cooley	Palo Alto	632	$820	$990	$660	$525	$630	$160
Arnold & Porter	Washington	748	$815	$950	$670	$500	$610	$345
Paul Hastings	New York	899	$815	$900	$750	$540	$755	$335
Curtis, Mallet-Prevost, Colt & Mosle	New York	322	$800	$860	$730	$480	$785	$345
Winston & Strawn	Chicago	842	$800	$995	$650	$520	$590	$425
Bingham McCutchen	Boston	900	$795	$1,080	$220	$450	$605	$185
Akin Gump Strauss Hauer & Feld	Washington	806	$785	$1,220	$615	$525	$660	$365
Covington & Burling	Washington	738	$780	$890	$605	$415	$565	$320
King & Spalding	Atlanta	838	$775	$995	$545	$460	$735	$125
Norton Rose Fulbright	N/A**	N/A**	$775	$900	$525	$400	$515	$300
DLA Piper	New York	4,036	$765	$1,025	$450	$510	$750	$250
Bracewell & Giuliani	Houston	432	$760	$1,125	$575	$440	$700	$275
Baker & McKenzie	Chicago	4,004	$755	$1,130	$260	$395	$925	$100
Dickstein Shapiro	Washington	308	$750	$1,250	$590	$475	$585	$310
Jenner & Block	Chicago	432	$745	$925	$565	$465	$550	$380
Jones Day	New York	2,363	$745	$975	$445	$435	$775	$205
Manatt, Phelps & Phillips	Los Angeles	325	$740	$795	$640	-	-	-
Seward & Kissel	New York	152	$735	$850	$625	$400	$600	$290
O'Melveny & Myers	Los Angeles	738	$715	$950	$615	-	-	-
McDermott Will & Emery	Chicago	1,024	$710	$835	$525	-	-	-
Reed Smith	Pittsburgh	1,468	$710	$945	$545	$420	$530	$295
Dentons	N/A**	N/A**	$700	$1,050	$345	$425	$685	$210
Jeffer Mangels Butler & Mitchell	Los Angeles	126	$690	$875	$560	-	-	-
Sheppard,	Los	521	$685	$875	$490	$415	$535	$275

Mullin, Richter & Hampton	Angeles							
Alston & Bird	Atlanta	805	$675	$875	$495	$425	$575	$280

THE FOUR-FIGURE CLUB

These 10 firms posted the highest partner billing rates.

THE FOUR-FIGURE CLUB	
Gibson, Dunn & Crutcher	$1,800
Dickstein Shapiro	$1,250
Wilmer Cutler Pickering Hale and Dorr	$1,250
Akin Gump Strauss Hauer & Feld	$1,220
Kasowitz, Benson, Torres & Friedman	$1,195
Morrison & Foerster	$1,195
Skadden, Arps, Slate, Meagher & Flom	$1,150
Baker & McKenzie	$1,130
Bracewell & Giuliani	$1,125
Paul, Weiss, Rifkind, Wharton & Garrison	$1,120

Contact Karen Sloan at ksloan@alm.com

LOAD-DATE: January 13, 2014

Source: **Legal > / . . . / > The National Law Journal**
Terms: **"isn't rare anymore"** (Suggest Terms for My Search)
View: Full
Date/Time: Friday, August 15, 2014 - 6:12 PM EDT

LexisNexis® About LexisNexis | Privacy Policy | Terms & Conditions | Contact Us
Copyright © 2014 LexisNexis, a division of Reed Elsevier Inc. All rights reserved.

EXHIBIT L

BURSOR & FISHER P.A.

www.bursor.com

701 BRICKELL AVENUE
MIAMI, FL 33131

1330 AVENUE OF THE AMERICAS
NEW YORK, NY 10019

1990 NORTH CALIFORNIA BLVD.
WALNUT CREEK, CA 94596

FIRM RESUME

With offices in Florida, New York, and California, BURSOR & FISHER lawyers have represented both plaintiffs and defendants in state and federal courts throughout the country.

The lawyers at our firm have an active civil trial practice, having won multi-million-dollar verdicts or recoveries in six of six class action jury trials since 2008. Our most recent class action trial victory came in May 2019 in *Perez v. Rash Curtis & Associates*, in which Mr. Bursor served as lead trial counsel and won a $267 million jury verdict against a debt collector found to have violated the Telephone Consumer Protection Act. During the pendency of the defendant's appeal, the case settled for $75.6 million, the largest settlement in the history of the Telephone Consumer Protection Act.

In August 2013 in *Ayyad v. Sprint Spectrum L.P.*, in which Mr. Bursor served as lead trial counsel, we won a jury verdict defeating Sprint's $1.06 billion counterclaim and securing the class's recovery of more than $275 million in cash and debt relief.

In *Thomas v. Global Vision Products, Inc. (II)*, we obtained a $50 million jury verdict in favor of a certified class of 150,000 purchasers of the Avacor Hair Regrowth System. The legal trade publication VerdictSearch reported that this was the second largest jury verdict in California in 2009, and the largest in any class action.

The lawyers at our firm have an active class action practice and have won numerous appointments as class counsel to represent millions of class members, including customers of Honda, Verizon Wireless, AT&T Wireless, Sprint, Haier America, and Michaels Stores as well as purchasers of Avacor™, Hydroxycut, and Sensa™ products. Bursor & Fisher lawyers have been court-appointed Class Counsel or Interim Class Counsel in:

1. *O'Brien v. LG Electronics USA, Inc.* (D.N.J. Dec. 16, 2010) to represent a certified nationwide class of purchasers of LG French-door refrigerators,
2. *Ramundo v. Michaels Stores, Inc.* (N.D. Ill. June 8, 2011) to represent a certified nationwide class of consumers who made in-store purchases at Michaels Stores using a debit or credit card and had their private financial information stolen as a result,
3. *In re Haier Freezer Consumer Litig.* (N.D. Cal. Aug. 17, 2011) to represent a certified class of purchasers of mislabeled freezers from Haier America Trading, LLC,
4. *Rodriguez v. CitiMortgage, Inc.* (S.D.N.Y. Nov. 14, 2011) to represent a certified nationwide class of military personnel against CitiMortgage for illegal foreclosures,

5. *Rossi v. The Procter & Gamble Co.* (D.N.J. Jan. 31, 2012) to represent a certified nationwide class of purchasers of Crest Sensitivity Treatment & Protection toothpaste,
6. *Dzielak v. Whirlpool Corp. et al.* (D.N.J. Feb. 21, 2012) to represent a proposed nationwide class of purchasers of mislabeled Maytag Centennial washing machines from Whirlpool Corp., Sears, and other retailers,
7. *In re Sensa Weight Loss Litig.* (N.D. Cal. Mar. 2, 2012) to represent a certified nationwide class of purchasers of Sensa weight loss products,
8. *In re Sinus Buster Products Consumer Litig.* (E.D.N.Y. Dec. 17, 2012) to represent a certified nationwide class of purchasers,
9. *Ebin v. Kangadis Food Inc.* (S.D.N.Y. Feb. 25, 2014) to represent a certified nationwide class of purchasers of Capatriti 100% Pure Olive Oil,
10. *Forcellati v. Hyland's, Inc.* (C.D. Cal. Apr. 9, 2014) to represent a certified nationwide class of purchasers of children's homeopathic cold and flu remedies,
11. *Ebin v. Kangadis Family Management LLC, et al.* (S.D.N.Y. Sept. 18, 2014) to represent a certified nationwide class of purchasers of Capatriti 100% Pure Olive Oil,
12. *In re Scotts EZ Seed Litig.* (S.D.N.Y. Jan. 26, 2015) to represent a certified class of purchasers of Scotts Turf Builder EZ Seed,
13. *Dei Rossi v. Whirlpool Corp.*, *et al.* (E.D. Cal. Apr. 28, 2015) to represent a certified class of purchasers of mislabeled KitchenAid refrigerators from Whirlpool Corp., Best Buy, and other retailers,
14. *Hendricks v. StarKist Co.* (N.D. Cal. July 23, 2015) to represent a certified nationwide class of purchasers of StarKist tuna products,
15. *In re NVIDIA GTX 970 Graphics Card Litig.* (N.D. Cal. May 8, 2015) to represent a proposed nationwide class of purchasers of NVIDIA GTX 970 graphics cards,
16. *Melgar v. Zicam LLC, et al.* (E.D. Cal. March 30, 2016) to represent a certified ten-jurisdiction class of purchasers of Zicam Pre-Cold products,
17. *In re Trader Joe's Tuna Litigation* (C.D. Cal. December 21, 2016) to represent purchaser of allegedly underfilled Trader Joe's canned tuna.
18. *In re Welspun Litigation* (S.D.N.Y. January 26, 2017) to represent a proposed nationwide class of purchasers of Welspun Egyptian cotton bedding products,
19. *Retta v. Millennium Products, Inc.* (C.D. Cal. January 31, 2017) to represent a certified nationwide class of Millennium kombucha beverages,
20. *Moeller v. American Media, Inc.*, (E.D. Mich. June 8, 2017) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
21. *Hart v. BHH, LLC* (S.D.N.Y. July 7, 2017) to represent a nationwide class of purchasers of Bell & Howell ultrasonic pest repellers,
22. *McMillion v. Rash Curtis & Associates* (N.D. Cal. September 6, 2017) to represent a certified nationwide class of individuals who received calls from Rash Curtis & Associates,

23. *Lucero v. Solarcity Corp.* (N.D. Cal. September 15, 2017) to represent a certified nationwide class of individuals who received telemarketing calls from Solarcity Corp.,
24. *Taylor v. Trusted Media Brands, Inc.* (S.D.N.Y. Oct. 17, 2017) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
25. *Gasser v. Kiss My Face, LLC* (N.D. Cal. Oct. 23, 2017) to represent a proposed nationwide class of purchasers of cosmetic products,
26. *Gastelum v. Frontier California Inc.* (S.F. Superior Court February 21, 2018) to represent a certified California class of Frontier landline telephone customers who were charged late fees,
27. *Williams v. Facebook, Inc.* (N.D. Cal. June 26, 2018) to represent a proposed nationwide class of Facebook users for alleged privacy violations,
28. *Ruppel v. Consumers Union of United States, Inc.* (S.D.N.Y. July 27, 2018) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
29. *Bayol v. Health-Ade* (N.D. Cal. August 23, 2018) to represent a proposed nationwide class of Health-Ade kombucha beverage purchasers,
30. *West v. California Service Bureau* (N.D. Cal. September 12, 2018) to represent a certified nationwide class of individuals who received calls from California Service Bureau,
31. *Gregorio v. Premier Nutrition Corporation* (S.D.N.Y. Sept. 14, 2018) to represent a nationwide class of purchasers of protein shake products,
32. *Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast* (S.D.N.Y. Oct. 24, 2018) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
33. *Bakov v. Consolidated World Travel Inc. d/b/a Holiday Cruise Line* (N.D. Ill. Mar. 21, 2019) to represent a certified class of individuals who received calls from Holiday Cruise Line,
34. *Martinelli v. Johnson & Johnson* (E.D. Cal. March 29, 2019) to represent a certified class of purchasers of Benecol spreads labeled with the representation "No Trans Fat,"
35. *Edwards v. Hearst Communications, Inc.* (S.D.N.Y. April 24, 2019) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
36. *Galvan v. Smashburger* (C.D. Cal. June 25, 2019) to represent a proposed class of purchasers of Smashburger's "Triple Double" burger,
37. *Kokoszki v. Playboy Enterprises, Inc.* (E.D. Mich. Feb. 7, 2020) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
38. *Russett v. The Northwestern Mutual Life Insurance Co.* (S.D.N.Y. May 28, 2020) to represent a class of insurance policyholders that were allegedly charged unlawful paper billing fees,
39. *In re: Metformin Marketing and Sales Practices Litigation* (D.N.J. June 3, 2020) to represent a proposed nationwide class of purchasers of generic diabetes medications that were contaminated with a cancer-causing carcinogen,

40. *Hill v. Spirit Airlines, Inc.* (S.D. Fla. July 21, 2020) to represent a proposed nationwide class of passengers whose flights were cancelled by Spirit Airlines due to the novel coronavirus, COVID-19, and whose tickets were not refunded,
41. *Kramer v. Alterra Mountain Co.* (D. Colo. July 31, 2020) to represent a proposed nationwide class of purchasers to recoup the unused value of their Ikon ski passes after Alterra suspended operations at its ski resorts due to the novel coronavirus, COVID-19,
42. *Qureshi v. American University* (D.D.C. July 31, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by American University due to the novel coronavirus, COVID-19,
43. *Hufford v. Maxim Inc.* (S.D.N.Y. Aug. 13, 2020) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
44. *Desai v. Carnegie Mellon University* (W.D. Pa. Aug. 26, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by Carnegie Mellon University due to the novel coronavirus, COVID-19,
45. *Heigl v. Waste Management of New York, LLC* (E.D.N.Y. Aug. 27, 2020) to represent a class of waste collection customers that were allegedly charged unlawful paper billing fees,
46. *Stellato v. Hofstra University* (E.D.N.Y. Sept. 18, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by Hofstra University due to the novel coronavirus, COVID-19,
47. *Kaupelis v. Harbor Freight Tools USA, Inc.* (C.D. Cal. Sept. 23, 2020), to represent consumers who purchased defective chainsaws,
48. *Soo v. Lorex Corporation* (N.D. Cal. Sept. 23, 2020), to represent consumers whose security cameras were intentionally rendered non-functional by manufacturer,
49. *Miranda v. Golden Entertainment (NV), Inc.* (D. Nev. Dec. 17, 2020), to represent consumers and employees whose personal information was exposed in a data breach,
50. *Benbow v. SmileDirectClub, Inc.* (Cir. Ct. Cook Cnty. Feb. 4, 2021), to represent a certified nationwide class of individuals who received text messages from SmileDirectClub, in alleged violation of the Telephone Consumer Protection Act,
51. *Suren v. DSV Solutions, LLC* (Cir. Ct. DuPage Cnty. Apr. 8, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
52. *De Lacour v. Colgate-Palmolive Co.* (S.D.N.Y. Apr. 23, 2021), to represent a certified class of consumers who purchased allegedly "natural" Tom's of Maine products,
53. *Wright v. Southern New Hampshire University* (D.N.H. Apr. 26, 2021), to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by Southern New Hampshire University due to the novel coronavirus, COVID-19,

54. *Sahlin v. Hospital Housekeeping Systems, LLC* (Cir. Ct. Williamson Cnty. May 21, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
55. *Landreth v. Verano Holdings LLC, et al.* (Cir. Ct. Cook Cnty. June 2, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act.
56. *Rocchio v. Rutgers, The State University of New Jersey*, (Sup. Ct., Middlesex Cnty. October 27, 201), to represent a certified nationwide class of students for fee refunds after their classes were moved online by Rutgers due to the novel coronavirus, COVID-19,
57. *Malone v. Western Digital Corp.*, (N.D. Cal. Dec. 22, 2021), to represent a class of consumers who purchased hard drives that were allegedly deceptively advertised,
58. *Jenkins v. Charles Industries, LLC*, (Cir. Ct. DuPage Cnty. Dec. 21, 2021) to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
59. *Frederick v. Examsoft Worldwide, Inc.*, (Cir. Ct. DuPage Cnty. Jan. 6, 2022) to represent a certified class of exam takers who used virtual exam proctoring software, in alleged violation of the Illinois Biometric Information Privacy Act,
60. *Isaacson v. Liqui-Box Flexibles, LLC, et al.*, (Cir. Ct. Will Cnty. Jan. 18, 2022) to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
61. *Goldstein et al. v. Henkel Corp.*, (D. Conn. Mar. 3, 2022) to represent a proposed class of purchasers of Right Guard-brand antiperspirants that were allegedly contaminated with benzene,
62. *McCall v. Hercules Corp.*, (N.Y. Sup. Ct., Westchester Cnty. Mar. 14, 2022) to represent a certified class of who laundry card purchasers who were allegedly subjected to deceptive practices by being denied cash refunds,
63. *Lewis v. Trident Manufacturing, Inc.*, (Cir. Ct. Kane Cnty. Mar. 16, 2022) to represent a certified class of workers who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
64. *Croft v. Spinx Games Limited, et al.*, (W.D. Wash. Mar. 31, 2022) to represent a certified class of Washington residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Washington law,
65. *Fischer v. Instant Checkmate LLC*, (N.D. Ill. Mar. 31, 2022) to represent a certified class of Illinois residents whose identities were allegedly used without their consent in alleged violation of the Illinois Right of Publicity Act,
66. *Rivera v. Google LLC*, (Cir. Ct. Cook Cnty. Apr. 25, 2022) to represent a certified class of Illinois residents who appeared in a photograph in Google Photos, in alleged violation of the Illinois Biometric Information Privacy Act,
67. *Loftus v. Outside Integrated Media, LLC*, (E.D. Mich. May 5, 2022) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,

68. *D'Amario v. The University of Tampa*, (S.D.N.Y. June 3, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by The University of Tampa due to the novel coronavirus, COVID-19,
69. *Fittipaldi v. Monmouth University*, (D.N.J. Sept. 22, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by Monmouth University due to the novel coronavirus, COVID-19,
70. *Armstead v. VGW Malta Ltd. et al.* (Cir. Ct. Henderson Cnty. Oct. 3, 2022) to present a certified class of Kentucky residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Kentucky law,
71. *Cruz v. The Connor Group, A Real Estate Investment Firm, LLC*, (N.D. Ill. Oct. 26, 2022) to represent a certified class of workers who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
72. *Delcid et al. v. TCP HOT Acquisitions LLC et al.* (S.D.N.Y. Oct. 28, 2022) to represent a certified nationwide class of purchasers of Sure and Brut-brand antiperspirants that were allegedly contaminated with benzene,
73. *Kain v. The Economist Newspaper NA, Inc.* (E.D. Mich. Dec. 15, 2022) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
74. *Strano v. Kiplinger Washington Editors, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
75. *Moeller v. The Week Publications, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
76. *Ambrose v. Boston Globe Media Partners, LLC* (D. Mass. May 25, 2023) to represent a nationwide class of newspaper subscribers who were also Facebook users under the Video Privacy Protection Act,
77. *In re: Apple Data Privacy Litigation*, (N.D. Cal. July 5, 2023) to represent a putative nationwide class of all persons who turned off permissions for data tracking and whose mobile app activity was still tracked on iPhone mobile devices,
78. *Young v. Military Advantage, Inc. d/b/a Military.com* (Cir. Ct. DuPage Cnty. July 26, 2023) to represent a nationwide class of website subscribers who were also Facebook users under the Video Privacy Protection Act,
79. *Whiting v. Yellow Social Interactive Ltd.* (Cir. Ct. Henderson Cnty. Aug. 15, 2023) to represent a certified class of Kentucky residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Kentucky law,
80. *Kotila v. Charter Financial Publishing Network, Inc.* (W.D. Mich. Feb. 21, 2024) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
81. *Schreiber v. Mayo Foundation for Medical Education and Research* (W.D. Mich. Feb. 21, 2024) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,

82. *Norcross v. Tishman Speyer Properties, et al.* (S.D.N.Y. May 17, 2024) to represent a class of online ticket purchasers under New York Arts & Cultural Affairs Law § 25.07(4).

SCOTT A. BURSOR

Mr. Bursor has an active civil trial practice, having won multi-million verdicts or recoveries in six of six civil jury trials since 2008. Mr. Bursor's most recent victory came in May 2019 in *Perez v. Rash Curtis & Associates*, in which Mr. Bursor served as lead trial counsel and won a $267 million jury verdict against a debt collector for violations of the Telephone Consumer Protection Act (TCPA).

In *Ayyad v. Sprint Spectrum L.P.* (2013), where Mr. Bursor served as lead trial counsel, the jury returned a verdict defeating Sprint's $1.06 billion counterclaim and securing the class's recovery of more than $275 million in cash and debt relief.

In *Thomas v. Global Vision Products, Inc.* (2009), the jury returned a $50 million verdict in favor of the plaintiff and class represented by Mr. Bursor. The legal trade publication VerdictSearch reported that this was the second largest jury verdict in California in 2009.

Class actions are rarely tried to verdict. Other than Mr. Bursor and his partner Mr. Fisher, we know of no lawyer that has tried more than one class action to a jury. Mr. Bursor's perfect record of six wins in six class action jury trials, with recoveries ranging from $21 million to $299 million, is unmatched by any other lawyer. Each of these victories was hard-fought against top trial lawyers from the biggest law firms in the United States.

Mr. Bursor graduated from the University of Texas Law School in 1996. He served as Articles Editor of the Texas Law Review, and was a member of the Board of Advocates and Order of the Coif. Prior to starting his own practice, Mr. Bursor was a litigation associate at a large New York based law firm where he represented telecommunications, pharmaceutical, and technology companies in commercial litigation.

Mr. Bursor is a member of the state bars of New York, Florida, and California, as well as the bars of the United States Court of Appeals for the Second, Third, Fourth, Sixth, Ninth and Eleventh Circuits, and the bars of the United States District Courts for the Southern and Eastern Districts of New York, the Northern, Central, Southern and Eastern Districts of California, the Southern and Middle Districts of Florida, and the Eastern District of Michigan.

Representative Cases

Mr. Bursor was appointed lead or co-lead class counsel to the largest, 2nd largest, and 3rd largest classes ever certified. Mr. Bursor has represented classes including more than 160 million class members, roughly 1 of every 2 Americans. Listed below are recent cases that are representative of Mr. Bursor's practice:

Mr. Bursor negotiated and obtained court-approval for two landmark settlements in *Nguyen v. Verizon Wireless* and *Zill v. Sprint Spectrum* (the largest and 2nd largest classes ever certified). These settlements required Verizon and Sprint to open their wireless networks to

third-party devices and applications. These settlements are believed to be the most significant legal development affecting the telecommunications industry since 1968, when the FCC's Carterfone decision similarly opened up AT&T's wireline telephone network.

Mr. Bursor was the lead trial lawyer in *Ayyad v. Sprint Spectrum, L.P.* representing a class of approximately 2 million California consumers who were charged an early termination fee under a Sprint cellphone contract, asserting claims that such fees were unlawful liquidated damages under the California Civil Code, as well as other statutory and common law claims. After a five-week combined bench-and-jury trial, the jury returned a verdict in June 2008 and the Court issued a Statement of Decision in December 2008 awarding the plaintiffs $299 million in cash and debt cancellation. Mr. Bursor served as lead trial counsel for this class again in 2013 during a month-long jury trial in which Sprint asserted a $1.06 billion counterclaim against the class. Mr. Bursor secured a verdict awarding Sprint only $18.4 million, the exact amount calculated by the class's damages expert. This award was less than 2% of the damages Sprint sought, less than 6% of the amount of the illegal termination fees Sprint charged to class members. In December 2016, after more than 13 years of litigation, the case was settled for $304 million, including $79 million in cash payments plus $225 million in debt cancellation.

Mr. Bursor was the lead trial lawyer in *White v. Cellco Partnership d/b/a Verizon Wireless* representing a class of approximately 1.4 million California consumers who were charged an early termination fee under a Verizon cellphone contract, asserting claims that such fees were unlawful liquidated damages under the California Civil Code, as well as other statutory and common law claims. In July 2008, after Mr. Bursor presented plaintiffs' case-in-chief, rested, then cross-examined Verizon's principal trial witness, Verizon agreed to settle the case for a $21 million cash payment and an injunction restricting Verizon's ability to impose early termination fees in future subscriber agreements.

Mr. Bursor was the lead trial lawyer in *Thomas v. Global Visions Products Inc.* Mr. Bursor represented a class of approximately 150,000 California consumers who had purchased the Avacor® hair regrowth system. In January 2008, after a four-week combined bench-and-jury trial. Mr. Bursor obtained a $37 million verdict for the class, which the Court later increased to $40 million.

Mr. Bursor was appointed class counsel and was elected chair of the Official Creditors' Committee in *In re Nutraquest Inc.*, a Chapter 11 bankruptcy case before Chief Judge Garrett E. Brown, Jr. (D.N.J.) involving 390 ephedra-related personal injury and/or wrongful death claims, two consumer class actions, four enforcement actions by governmental agencies, and multiple adversary proceedings related to the Chapter 11 case. Working closely with counsel for all parties and with two mediators, Judge Nicholas Politan (Ret.) and Judge Marina Corodemus (Ret.), the committee chaired by Mr. Bursor was able to settle or otherwise resolve every claim and reach a fully consensual Chapter 11 plan of reorganization, which Chief Judge Brown approved in late 2006. This settlement included a $12.8 million recovery to a nationwide class of consumers who alleged they were defrauded in connection with the purchase of Xenadrine® dietary supplement products.

Mr. Bursor was the lead trial lawyer in *In re: Pacific Bell Late Fee Litigation*. After filing the first class action challenging Pac Bell's late fees in April 2010, winning a contested

motion to certify a statewide California class in January 2012, and defeating Pac Bell's motion for summary judgment in February 2013, Mr. Bursor obtained final approval of the $38 million class settlement. The settlement, which Mr. Bursor negotiated the night before opening statements were scheduled to commence, included a $20 million cash payment to provide refunds to California customers who paid late fees on their Pac Bell wireline telephone accounts, and an injunction that reduced other late fee charges by $18.6 million.

L. TIMOTHY FISHER

L. Timothy Fisher has an active practice in consumer class actions and complex business litigation and has also successfully handled a large number of civil appeals.

Mr. Fisher has been actively involved in numerous cases that resulted in multi-million dollar recoveries for consumers and investors. Mr. Fisher has handled cases involving a wide range of issues including nutritional labeling, health care, telecommunications, corporate governance, unfair business practices and consumer fraud. With his partner Scott A. Bursor, Mr. Fisher has tried five class action jury trials, all of which produced successful results. In *Thomas v. Global Vision Products*, Mr. Fisher obtained a jury award of $50,024,611 — the largest class action award in California in 2009 and the second-largest jury award of any kind. In 2019, Mr. Fisher served as trial counsel with Mr. Bursor in *Perez. v. Rash Curtis & Associates*, where the jury returned a verdict for $267 million in statutory damages under the Telephone Consumer Protection Act.

Mr. Fisher was admitted to the State Bar of California in 1997. He is also a member of the bars of the United States Court of Appeals for the Ninth Circuit, the United States District Courts for the Northern, Central, Southern and Eastern Districts of California, the Northern District of Illinois, the Eastern District of Michigan, and the Eastern District of Missouri. Mr. Fisher taught appellate advocacy at John F. Kennedy University School of Law in 2003 and 2004. In 2010, he contributed jury instructions, a verdict form and comments to the consumer protection chapter of Justice Elizabeth A. Baron's *California Civil Jury Instruction Companion Handbook* (West 2010). In January 2014, Chief Judge Claudia Wilken of the United States District Court for the Northern District of California appointed Mr. Fisher to a four-year term as a member of the Court's Standing Committee on Professional Conduct.

Mr. Fisher received his Juris Doctor from Boalt Hall at the University of California at Berkeley in 1997. While in law school, he was an active member of the Moot Court Board and participated in moot court competitions throughout the United States. In 1994, Mr. Fisher received an award for Best Oral Argument in the first-year moot court competition.

In 1992, Mr. Fisher graduated with highest honors from the University of California at Berkeley and received a degree in political science. Prior to graduation, he authored an honors thesis for Professor Bruce Cain entitled "The Role of Minorities on the Los Angeles City Council." He is also a member of Phi Beta Kappa.

Representative Cases

Thomas v. Global Vision Products, Inc. (Alameda County Superior Court). Mr. Fisher litigated claims against Global Vision Products, Inc. and other individuals in connection with the sale and marketing of a purported hair loss remedy known as Avacor. The case lasted more than seven years and involved two trials. The first trial resulted in a verdict for plaintiff and the class in the amount of $40,000,000. The second trial resulted in a jury verdict of $50,024,611, which led to a $30 million settlement for the class.

In re Cellphone Termination Fee Cases - Handset Locking Actions (Alameda County Superior Court). Mr. Fisher actively worked on five coordinated cases challenging the secret locking of cell phone handsets by major wireless carriers to prevent consumers from activating them on competitive carriers' systems. Settlements have been approved in all five cases on terms that require the cell phone carriers to disclose their handset locks to consumers and to provide unlocking codes nationwide on reasonable terms and conditions. The settlements fundamentally changed the landscape for cell phone consumers regarding the locking and unlocking of cell phone handsets.

In re Cellphone Termination Fee Cases - Early Termination Fee Cases (Alameda County Superior Court and Federal Communications Commission). In separate cases that are a part of the same coordinated litigation as the Handset Locking Actions, Mr. Fisher actively worked on claims challenging the validity under California law of early termination fees imposed by national cell phone carriers. In one of those cases, against Verizon Wireless, a nationwide settlement was reached after three weeks of trial in the amount of $21 million. In a second case, which was tried to verdict, the Court held after trial that the $73 million of flat early termination fees that Sprint had collected from California consumers over an eight-year period were void and unenforceable.

Selected Published Decisions

Melgar v. Zicam LLC, 2016 WL 1267870 (E.D. Cal. Mar. 30, 2016) (certifying 10-jurisdiction class of purchasers of cold remedies, denying motion for summary judgment, and denying motions to exclude plaintiff's expert witnesses).

Salazar v. Honest Tea, Inc., 2015 WL 7017050 (E.D. Cal. Nov. 12. 2015) (denying motion for summary judgment).

Dei Rossi v. Whirlpool Corp., 2015 WL 1932484 (E.D. Cal. Apr. 27, 2015) (certifying California class of purchasers of refrigerators that were mislabeled as Energy Star qualified).

Bayol v. Zipcar, Inc., 78 F.Supp.3d 1252 (N.D. Cal. 2015) (denying motion to dismiss claims alleging unlawful late fees under California Civil Code § 1671).

Forcellati v. Hyland's, Inc., 2015 WL 9685557 (C.D. Cal. Jan. 12, 2015) (denying motion for summary judgment in case alleging false advertising of homeopathic cold and flu remedies for children).

Bayol v. Zipcar, Inc., 2014 WL 4793935 (N.D. Cal. Sept. 25, 2014) (denying motion to transfer venue pursuant to a forum selection clause).

Forcellati v. Hyland's Inc., 2014 WL 1410264 (C.D. Cal. Apr. 9, 2014) (certifying nationwide class of purchasers of homeopathic cold and flu remedies for children).

Hendricks v. StarKist Co., 30 F.Supp.3d 917 (N.D. Cal. 2014) (denying motion to dismiss in case alleging underfilling of 5-ounce cans of tuna).

Dei Rossi v. Whirlpool Corp., 2013 WL 5781673 (E.D. Cal. October 25, 2013) (denying motion to dismiss in case alleging that certain KitchenAid refrigerators were misrepresented as Energy Star qualified).

Forcellati v. Hyland's Inc., 876 F.Supp.2d 1155 (C.D. Cal. 2012) (denying motion to dismiss complaint alleging false advertising regarding homeopathic cold and flu remedies for children).

Clerkin v. MyLife.com, 2011 WL 3809912 (N.D. Cal. August 29, 2011) (denying defendants' motion to dismiss in case alleging false and misleading advertising by a social networking company).

In re Cellphone Termination Fee Cases, 186 Cal.App.4th 1380 (2010) (affirming order approving $21 million class action settlement).

Gatton v. T-Mobile USA, Inc., 152 Cal.App.4th 571 (2007) (affirming order denying motion to compel arbitration).

Selected Class Settlements

Melgar v. Zicam (Eastern District of California) - $16 million class settlement of claims alleging cold medicine was ineffective.

Gastelum v. Frontier California Inc. (San Francisco Superior Court) - $10.9 million class action settlement of claims alleging that a residential landline service provider charged unlawful late fees.

West v. California Service Bureau, Inc. (Northern District of California) - $4.1 million class settlement of claims under the Telephone Consumer Protection Act.

Gregorio v. Premier Nutrition Corp. (Southern District of New York) - $9 million class settlement of false advertising claims against protein shake manufacturer.

Morris v. SolarCity Corp. (Northern District of California) - $15 million class settlement of claims under the Telephone Consumer Protection Act.

Retta v. Millennium Products, Inc. (Central District of California) - $8.25 million settlement to resolve claims of bottled tea purchasers for alleged false advertising.

Forcellati v. Hyland's (Central District of California) – nationwide class action settlement providing full refunds to purchasers of homeopathic cold and flu remedies for children.

Dei Rossi v. Whirlpool (Eastern District of California) – class action settlement providing $55 cash payments to purchasers of certain KitchenAid refrigerators that allegedly mislabeled as Energy Star qualified.

In Re NVIDIA GTX 970 Graphics Chip Litigation (Northern District of California) - $4.5 million class action settlement of claims alleging that a computer graphics card was sold with false and

misleading representations concerning its specifications and performance.

Hendricks v. StarKist Co. (Northern District of California) – $12 million class action settlement of claims alleging that 5-ounce cans of tuna were underfilled.

In re Zakskorn v. American Honda Motor Co. Honda (Eastern District of California) – nationwide settlement providing for brake pad replacement and reimbursement of out-of-pocket expenses in case alleging defective brake pads on Honda Civic vehicles manufactured between 2006 and 2011.

Correa v. Sensa Products, LLC (Los Angeles Superior Court) - $9 million settlement on behalf of purchasers of the Sensa weight loss product.

In re Pacific Bell Late Fee Litigation (Contra Costa County Superior Court) - $38.6 million settlement on behalf of Pac Bell customers who paid an allegedly unlawful late payment charge.

In re Haier Freezer Consumer Litigation (Northern District of California) - $4 million settlement, which provided for cash payments of between $50 and $325.80 to class members who purchased the Haier HNCM070E chest freezer.

Thomas v. Global Vision Products, Inc. (Alameda County Superior Court) - $30 million settlement on behalf of a class of purchasers of a hair loss remedy.

Guyette v. Viacom, Inc. (Alameda County Superior Court) - $13 million settlement for a class of cable television subscribers who alleged that the defendant had improperly failed to share certain tax refunds with its subscribers.

JOSEPH I. MARCHESE

Joseph I. Marchese is a Partner with Bursor & Fisher, P.A. Joe focuses his practice on consumer class actions, employment law disputes, and commercial litigation. He has represented corporate and individual clients in a wide array of civil litigation, and has substantial trial and appellate experience.

Joe has diverse experience in litigating and resolving consumer class actions involving claims of mislabeling, false or misleading advertising, privacy violations, unlawful and junk fees, data breach claims, and violations of the Servicemembers Civil Relief Act.

Joe also has significant experience in multidistrict litigation proceedings. Recently, he served on the Plaintiffs' Executive Committee in *In Re: Blue Buffalo Company, Ltd. Marketing And Sales Practices Litigation*, MDL No. 2562, which resulted in a $32 million consumer class settlement. Currently, he serves on the Plaintiffs' Steering Committee for Economic Reimbursement in *In Re: Valsartan Products Liability Litigation*, MDL. No. 2875.

Joe is admitted to the State Bar of New York and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, and the Eastern District of Michigan, as well as the United States Court of Appeals for the Second Circuit.

Joe graduated from Boston University School of Law in 2002 where he was a member of The Public Interest Law Journal. In 1998, Joe graduated with honors from Bucknell University.

Selected Published Decisions:

Boelter v. Hearst Communications, Inc., 269 F. Supp. 3d 172 (S.D.N.Y. Sept. 7, 2017), granting plaintiff's motion for partial summary judgment on state privacy law violations in putative class action.

Boelter v. Hearst Communications, Inc., 192 F. Supp. 3d 427 (S.D.N.Y. June 17, 2016), denying publisher's motion to dismiss its subscriber's allegations of state privacy law violations in putative class action.

In re Scotts EZ Seed Litigation, 304 F.R.D. 397 (S.D.N.Y. 2015), granting class certification of false advertising and other claims brought by New York and California purchasers of grass seed product.

Ebin v. Kangadis Food Inc., 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

In re Michaels Stores Pin Pad Litigation, 830 F. Supp. 2d 518 (N.D. Ill. 2011), denying retailer's motion to dismiss its customers' state law consumer protection and privacy claims in data breach putative class action.

Selected Class Settlements:

Edwards v. Mid-Hudson Valley Federal Credit Union, Case No. 22-cv-00562-TJM-CFH (N.D.N.Y. 2023) – final approval granted for $2.2 million class settlement to resolve claims that an upstate New York credit union was unlawfully charging overdraft fees on accounts with sufficient funds.

Edwards v. Hearst Communications, Inc., Case No. 15-cv-09279-AT (S.D.N.Y. 2019) – final approval granted for $50 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast, Case No. 15-cv-05671-NRB (S.D.N.Y. 2019) – final approval granted for $13.75 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

In *re Scotts EZ Seed Litigation*, Case No. 12-cv-4727-VB (S.D.N.Y. 2018) – final approval granted for $47 million class settlement to resolve false advertising claims of purchasers of combination grass seed product.

In Re: Blue Buffalo Marketing And Sales Practices Litigation, Case No. 14-MD-2562-RWS (E.D. Mo. 2016) – final approval granted for $32 million class settlement to resolve claims of pet owners for alleged false advertising of pet foods.

Rodriguez v. Citimortgage, Inc., Case No. 11-cv-4718-PGG (S.D.N.Y. 2015) – final approval granted for $38 million class settlement to resolve claims of military servicemembers for alleged foreclosure violations of the Servicemembers Civil Relief Act, where each class member was entitled to $116,785 plus lost equity in the foreclosed property and interest thereon.

O'Brien v. LG Electronics USA, Inc., et al., Case No. 10-cv-3733-DMC (D.N.J. 2011) – final approval granted for $23 million class settlement to resolve claims of Energy Star refrigerator purchasers for alleged false advertising of the appliances' Energy Star qualification.

SARAH N. WESTCOT

Sarah N. Westcot is the Managing Partner of Bursor & Fisher's Miami office. She focuses her practice on consumer class actions, complex business litigation, and mass torts.

She has represented clients in a wide array of civil litigation, and has substantial trial and appellate experience. Sarah served as trial counsel in *Ayyad v. Sprint Spectrum L.P.*, where Bursor & Fisher won a jury verdict defeating Sprint's $1.06 billion counterclaim and securing the class's recovery of more than $275 million in cash and debt relief.

Sarah also has significant experience in high-profile, multi-district litigations. She currently serves on the Plaintiffs' Steering Committee in *In re Zantac (Ranitidine) Products Liability Litigation,* MDL No. 2924 (S.D. Florida). She also serves on the Plaintiffs' Executive Committee in *In re Apple Inc. App Store Simulated Casino-Style Games Litigation,* MDL No. 2985 (N.D. Cal.) and *In Re: Google Play Store Simulated Casino-Style Games Litigation*, MDL No. 3001 (N.D. Cal.).

Sarah is admitted to the State Bars of California and Florida, and is a member of the bars of the United States District Courts for the Northern, Central, Southern, and Eastern Districts of California, the United States District Courts for the Southern and Middle Districts of Florida, and the bars of the United States Courts of Appeals for the Second, Eighth, and Ninth Circuits.

Sarah received her Juris Doctor from the University of Notre Dame Law School in 2009. During law school, she was a law clerk with the Cook County State's Attorney's Office in Chicago and the Santa Clara County District Attorney's Office in San Jose, CA, gaining early trial experience in both roles. She graduated with honors from the University of Florida in 2005.

Sarah is a member of The National Trial Lawyers Top 100 Civil Plaintiff Lawyers, and was selected to The National Trial Lawyers Top 40 Under 40 Civil Plaintiff Lawyers for 2022.

JOSHUA D. ARISOHN

Joshua D. Arisohn is a Partner with Bursor & Fisher, P.A. Josh has litigated precedent-setting cases in the areas of consumer class actions and terrorism. He participated in the first ever trial to take place under the Anti-Terrorism Act, a statute that affords U.S. citizens the right to assert federal claims for injuries arising out of acts of international terrorism. Josh's practice continues to focus on terrorism-related matters as well as class actions.

Josh is admitted to the State Bar of New York and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the District Court for the District of Columbia, and the United States Courts of Appeals for the Second and Ninth Circuits.

Josh previously practiced at Dewey & LeBoeuf LLP and DLA Piper LLP. He graduated from Columbia University School of Law in 2006, where he was a Harlan Fiske Stone Scholar, and received his B.A. from Cornell University in 2002. Josh has been honored as a 2015, 2016 and 2017 Super Lawyer Rising Star.

Selected Published Decisions:

Fields v. Syrian Arab Republic, Civil Case No. 18-1437 (RJL), entering a judgment of approximately $850 million in favor of the family members of victims of terrorist attacks carried out by ISIS with the material support of Syria.

Farwell v. Google LLC, 2022 WL 1568361 (C.D. Ill. Mar. 31, 2022), denying social media defendant's motion to dismiss BIPA claims brought on behalf of Illinois school students using Google's Workspace for Education platform on laptop computers.

Weiman v. Miami University, Case No. 2020-00614JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

Smith v. The Ohio State University, Case No. 2020-00321JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

Waitt v. Kent State University, Case No. 2020-00392JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

Duke v. Ohio University, Case No. 2021-00036JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

Keba v. Bowling Green State University, Case No. 2020-00639JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

Kirkbride v. The Kroger Co., Case No. 2:21-cv-00022-ALM-EPD, denying motion to dismiss claims based on the allegation that defendant overstated its usual and customary prices and thereby overcharged customers for generic drugs.

Selected Class Settlements:

Morris v. SolarCity Corp., Case No. 3:15-cv-05107-RS (N.D. Cal.) - final approval granted for $15 million class settlement to resolve claims under the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227 *et seq.*

Marquez v. Google LLC, Case No. 2021-CH-1460 (Cir. Ct. Cook Cnty. 2022) – final approval granted for $100 million class settlement to resolve alleged BIPA violations of Illinois residents appearing in photos on the Google Photos platform.

NEAL J. DECKANT

Neal J. Deckant is a Partner with Bursor & Fisher, P.A., where he serves as the firm's Head of Information & e-Discovery. Neal focuses his practice on complex business litigation and consumer class actions. Prior to joining Bursor & Fisher, Neal counseled low-income homeowners facing foreclosure in East Boston.

Neal is admitted to the State Bars of California and New York, and is a member of the bars of the United States District Court for the Northern District of California, the United States District Court for the Eastern District of California, the United States District Court for the Central District of California, the United States District Court for the Southern District of California, the United States District Court for the Southern District of New York, the United States District Court for the Eastern District of New York, and the bars of the United States Courts of Appeals for the Second and Ninth Circuits.

Neal received his Juris Doctor from Boston University School of Law in 2011, graduating cum laude with two Dean's Awards. During law school, Neal served as a Senior Articles Editor for the Review of Banking and Financial Law, where he authored two published articles about securitization reforms, both of which were cited by the New York Court of Appeals, the highest court in the state. Neal was also awarded Best Oral Argument in his moot court section, and he served as a Research Assistant for his Securities Regulation professor. Neal has also been honored as a 2014, 2015, 2016, and 2017 Super Lawyers Rising Star. In 2007, Neal graduated with Honors from Brown University with a dual major in East Asian Studies and Philosophy.

Selected Published Decisions:

Martinelli v. Johnson & Johnson, 2019 WL 1429653 (N.D. Cal. Mar. 29, 2019), granting class certification of false advertising and other claims brought by purchasers of Benecol spreads labeled with the representation "No Trans Fats."

Dzielak v. Whirlpool Corp., 2017 WL 6513347 (D.N.J. Dec. 20, 2017), granting class certification of consumer protection claims brought by purchasers of Maytag Centennial washing machines marked with the "Energy Star" logo.

Duran v. Obesity Research Institute, LLC, 204 Cal. Rptr. 3d 896 (Cal. Ct. App. 2016), reversing and remanding final approval of a class action settlement on appeal, regarding allegedly mislabeled dietary supplements, in connection with a meritorious objection.

Marchuk v. Faruqi & Faruqi, LLP, et al., 100 F. Supp. 3d 302 (S.D.N.Y. 2015), granting individual and law firm defendants' motion for judgment as a matter of law on plaintiff's claims for retaliation and defamation, as well as for all claims against law firm partners, Nadeem and Lubna Faruqi.

Ebin v. Kangadis Food Inc., 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

Ebin v. Kangadis Food Inc., 2014 WL 737878 (S.D.N.Y. Feb. 25, 2014), denying distributor's motion for summary judgment against nationwide class of purchasers of purported "100% Pure Olive Oil" product.

Selected Class Settlements:

In Re NVIDIA GTX 970 Graphics Chip Litigation, Case No. 15-cv-00760-PJH (N.D. Cal. Dec. 7, 2016) – final approval granted for $4.5 million class action settlement to resolve claims that a computer graphics card was allegedly sold with false and misleading representations concerning its specifications and performance.

Hendricks v. StarKist Co., 2016 WL 5462423 (N.D. Cal. Sept. 29, 2016) – final approval granted for $12 million class action settlement to resolve claims that 5-ounce cans of tuna were allegedly underfilled.

In re: Kangadis Food Inc., Case No. 8-14-72649 (Bankr. E.D.N.Y. Dec. 17, 2014) – class action claims resolved for $2 million as part of a Chapter 11 plan of reorganization, after a corporate defendant filed for bankruptcy, following claims that its olive oil was allegedly sold with false and misleading representations.

Selected Publications:

Neal Deckant, *X. Reforms of Collateralized Debt Obligations: Enforcement, Accounting and Regulatory Proposals*, 29 Rev. Banking & Fin. L. 79 (2009) (cited in *Quadrant Structured Products Co., Ltd. v. Vertin*, 16 N.E.3d 1165, 1169 n.8 (N.Y. 2014)).

Neal Deckant, *Criticisms of Collateralized Debt Obligations in the Wake of the Goldman Sachs Scandal*, 30 Rev. Banking & Fin. L. 407 (2010) (cited in *Quadrant Structured Products Co., Ltd. v. Vertin*, 16 N.E.3d 1165, 1169 n.8 (N.Y. 2014); *Lyon Village Venetia, LLC v. CSE Mortgage LLC*, 2016 WL 476694, at *1 n.1 (Md. Ct. Spec. App. Feb. 4, 2016); Ivan Ascher, Portfolio Society: On the Capitalist Mode of Prediction, at 141, 153, 175 (Zone Books / The MIT Press 2016); Devon J. Steinmeyer, *Does State National Bank of Big Spring v. Geithner Stand a Fighting Chance?*, 89 Chi.-Kent. L. Rev. 471, 473 n.13 (2014)).

YITZCHAK KOPEL

Yitzchak Kopel is a Partner with Bursor & Fisher, P.A. Yitz focuses his practice on consumer class actions and complex business litigation. He has represented corporate and individual clients before federal and state courts, as well as in arbitration proceedings.

Yitz has substantial experience in successfully litigating and resolving consumer class actions involving claims of consumer fraud, data breaches, and violations of the telephone consumer protection act. Since 2014, Yitz has obtained class certification on behalf of his clients five times, three of which were certified as nationwide class actions. Bursor & Fisher was appointed as class counsel to represent the certified classes in each of the cases.

Yitz is admitted to the State Bars of New York and New Jersey, the bar of the United States Court of Appeals for the Second, Eleventh, and Ninth Circuits, and the bars of the United States District Courts for the Southern District of New York, Eastern District of New York, Eastern District of Missouri, Eastern District of Wisconsin, Northern District of Illinois, and District of New Jersey.

Yitz received his Juris Doctorate from Brooklyn Law School in 2012, graduating *cum laude* with two Dean's Awards. During law school, Yitz served as an Articles Editor for the Brooklyn Law Review and worked as a Law Clerk at Shearman & Sterling. In 2009, Yitz graduated *cum laude* from Queens College with a B.A. in Accounting.

Selected Published Decisions:

Bassaw v. United Industries Corp., 482 F.Supp.3d 80, 2020 WL 5117916 (S.D.N.Y. Aug. 31, 2020), denying motion to dismiss claims in putative class action concerning insect foggers.

Poppiti v. United Industries Corp., 2020 WL 1433642 (E.D. Mo. Mar. 24, 2020), denying motion to dismiss claims in putative class action concerning citronella candles.

Bakov v. Consolidated World Travel, Inc., 2019 WL 6699188 (N.D. Ill. Dec. 9, 2019), granting summary judgment on behalf of certified class in robocall class action.

Krumm v. Kittrich Corp., 2019 WL 6876059 (E.D. Mo. Dec. 17, 2019), denying motion to dismiss claims in putative class action concerning mosquito repellent.

Crespo v. S.C. Johnson & Son, Inc., 394 F. Supp. 3d 260 (S.D.N.Y. 2019), denying defendant's motion to dismiss fraud and consumer protection claims in putative class action regarding Raid insect fogger.

Bakov v. Consolidated World Travel, Inc., 2019 WL 1294659 (N.D. Ill. Mar. 21, 2019), certifying a class of persons who received robocalls in the state of Illinois.

Bourbia v. S.C. Johnson & Son, Inc., 375 F. Supp. 3d 454 (S.D.N.Y. 2019), denying defendant's motion to dismiss fraud and consumer protection claims in putative class action regarding mosquito repellent.

Hart v. BHH, LLC, 323 F. Supp. 3d 560 (S.D.N.Y. 2018), denying defendants' motion for summary judgment in certified class action involving the sale of ultrasonic pest repellers.

Hart v. BHH, LLC, 2018 WL 3471813 (S.D.N.Y. July 19, 2018), denying defendants' motion to exclude plaintiffs' expert in certified class action involving the sale of ultrasonic pest repellers.

Penrose v. Buffalo Trace Distillery, Inc., 2018 WL 2334983 (E.D. Mo. Feb. 5, 2018), denying bourbon producers' motion to dismiss fraud and consumer protection claims in putative class action.

West v. California Service Bureau, Inc., 323 F.R.D. 295 (N.D. Cal. 2017), certifying a nationwide class of "wrong-number" robocall recipients.

Hart v. BHH, LLC, 2017 WL 2912519 (S.D.N.Y. July 7, 2017), certifying nationwide class of purchasers of ultrasonic pest repellers.

Browning v. Unilever United States, Inc., 2017 WL 7660643 (C.D. Cal. Apr. 26, 2017), denying motion to dismiss fraud and warranty claims in putative class action concerning facial scrub product.

Brenner v. Procter & Gamble Co., 2016 WL 8192946 (C.D. Cal. Oct. 20, 2016), denying motion to dismiss warranty and consumer protection claims in putative class action concerning baby wipes.

Hewlett v. Consolidated World Travel, Inc., 2016 WL 4466536 (E.D. Cal. Aug. 23, 2016), denying telemarketer's motion to dismiss TCPA claims in putative class action.

Bailey v. KIND, LLC, 2016 WL 3456981 (C.D. Cal. June 16, 2016), denying motion to dismiss fraud and warranty claims in putative class action concerning snack bars.

Hart v. BHH, LLC, 2016 WL 2642228 (S.D.N.Y. May 5, 2016) denying motion to dismiss warranty and consumer protection claims in putative class action concerning ultrasonic pest repellers.

Marchuk v. Faruqi & Faruqi, LLP, et al., 100 F. Supp. 3d 302 (S.D.N.Y. 2015), granting clients' motion for judgment as a matter of law on claims for retaliation and defamation in employment action.

In re Scotts EZ Seed Litigation, 304 F.R.D. 397 (S.D.N.Y. 2015), granting class certification of false advertising and other claims brought by New York and California purchasers of grass seed product.

Brady v. Basic Research, L.L.C., 101 F. Supp. 3d 217 (E.D.N.Y. 2015), denying diet pill manufacturers' motion to dismiss its purchasers' allegations for breach of express warranty in putative class action.

Ward v. TheLadders.com, Inc., 3 F. Supp. 3d 151 (S.D.N.Y. 2014), denying online job board's motion to dismiss its subscribers' allegations of consumer protection law violations in putative class action.

Ebin v. Kangadis Food Inc., 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

Ebin v. Kangadis Food Inc., 2014 WL 737878 (S.D.N.Y. Feb. 25, 2014), denying distributor's motion for summary judgment against nationwide class of purchasers of purported "100% Pure Olive Oil" product.

Selected Class Settlements:

Hart v. BHH, LLC, Case No. 1:15-cv-04804 (S.D.N.Y. Sept. 22, 2020), resolving class action claims regarding ultrasonic pest repellers.

In re: Kangadis Food Inc., Case No. 8-14-72649 (Bankr. E.D.N.Y. Dec. 17, 2014), resolving class action claims for $2 million as part of a Chapter 11 plan of reorganization, after a corporate defendant filed for bankruptcy following the certification of nationwide claims alleging that its olive oil was sold with false and misleading representations.

West v. California Service Bureau, Case No. 4:16-cv-03124-YGR (N.D. Cal. Jan. 23, 2019), resolving class action claims against debt-collector for wrong-number robocalls for $4.1 million.

PHILIP L. FRAIETTA

Philip L. Fraietta is a Partner with Bursor & Fisher, P.A. Phil focuses his practice on data privacy, complex business litigation, consumer class actions, and employment law disputes. Phil has been named a "Rising Star" in the New York Metro Area by Super Lawyers® every year since 2019.

Phil has significant experience in litigating consumer class actions, particularly those involving privacy claims under statutes such as the Michigan Preservation of Personal Privacy Act, the Illinois Biometric Information Privacy Act, and Right of Publicity statutes. Since 2016, Phil has recovered over $100 million for class members in privacy class action settlements. In addition to privacy claims, Phil has significant experience in litigating and settling class action claims involving false or misleading advertising.

Phil is admitted to the State Bars of New York, New Jersey, Illinois, Michigan, and California, the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the Western District of New York, the Northern District of New York, the District of New Jersey, the Eastern District of Michigan, the Western District of Michigan, the Northern District of Illinois, the Central District of Illinois, and the United States Court of Appeals for the Second, Third, and Ninth Circuits. Phil was a Summer Associate with Bursor & Fisher prior to joining the firm.

Phil received his Juris Doctor from Fordham University School of Law in 2014, graduating cum laude. During law school, Phil served as an Articles & Notes Editor for the Fordham Law Review, and published two articles. In 2011, Phil graduated cum laude from Fordham University with a B.A. in Economics.

Selected Published Decisions:

Fischer v. Instant Checkmate LLC, 2022 WL 971479 (N.D. Ill. Mar. 31, 2022), certifying class of Illinois residents for alleged violations of Illinois' Right of Publicity Act by background reporting website.

Kolebuck-Utz v. Whitepages Inc., 2021 WL 157219 (W.D. Wash. Apr. 22, 2021), denying defendant's motion to dismiss for alleged violations of Ohio's Right to Publicity Law.

Bergeron v. Rochester Institute of Technology, 2020 WL 7486682 (W.D.N.Y. Dec. 18, 2020), denying university's motion to dismiss for failure to refund tuition and fees for the Spring 2020 semester in light of the COVID-19 pandemic.

Porter v. NBTY, Inc., 2019 WL 5694312 (N.D. Ill. Nov. 4, 2019), denying supplement manufacturer's motion for summary judgment on consumers' allegations of false advertising relating to whey protein content.

Boelter v. Hearst Communications, Inc., 269 F. Supp. 3d 172 (S.D.N.Y. 2017), granting plaintiff's motion for partial summary judgment on state privacy law violations in putative class action.

Selected Class Settlements:

Edwards v. Hearst Communications, Inc., Case No. 15-cv-09279-AT (S.D.N.Y. 2019) – final approval granted for $50 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Ruppel v. Consumers Union of United States, Inc., Case No. 16-cv-02444-KMK (S.D.N.Y. 2018) – final approval granted for $16.375 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast, Case No. 15-cv-05671-NRB (S.D.N.Y. 2019) – final approval granted for $13.75 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Benbow v. SmileDirectClub, LLC, Case No. 2020-CH-07269 (Cir. Ct. Cook Cnty. 2021) – final approval granted for $11.5 million class settlement to resolve claims for alleged TCPA violations.

Gregorio v. Premier Nutrition Corp., Case No. 17-cv-05987-AT (S.D.N.Y. 2019) – final approval granted for $9 million class settlement to resolve claims of protein shake purchasers for alleged false advertising.

Taylor v. Trusted Media Brands, Inc., Case No. 16-cv-01812-KMK (S.D.N.Y. 2018) – final approval granted for $8.225 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Moeller v. American Media, Inc., Case No. 16-cv-11367-JEL (E.D. Mich. 2017) – final approval granted for $7.6 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Rocchio v. Rutgers, The State University of New Jersey, Case No. MID-L-003039-20 (Sup. Ct. Middlesex Cnty. 2022) – final approval granted for $5 million class settlement to resolve claims for failure to refund mandatory fees for the Spring 2020 semester in light of the COVID-19 pandemic.

Heigl v. Waste Management of New York, LLC, Case No. 19-cv-05487-WFK-ST (E.D.N.Y. 2021) – final approval granted for $2.7 million class settlement to resolve claims for charging allegedly unlawful fees pertaining to paper billing.

Frederick v. Examsoft Worldwide, Inc., Case No. 2021L001116 (Cir. Ct. DuPage Cnty. 2022) – final approval granted for $2.25 million class settlement to resolve claims for alleged BIPA violations.

ALEC M. LESLIE

Alec Leslie is a Partner with Bursor & Fisher, P.A. He focuses his practice on consumer class actions, employment law disputes, and complex business litigation.

Alec is admitted to the State Bar of New York and is a member of the bar of the United States District Courts for the Southern and Eastern Districts of New York. Alec was a Summer Associate with Bursor & Fisher prior to joining the firm.

Alec received his Juris Doctor from Brooklyn Law School in 2016, graduating *cum laude*. During law school, Alec served as an Articles Editor for Brooklyn Law Review. In addition, Alec served as an intern to the Honorable James C. Francis for the Southern District of New York and the Honorable Vincent Del Giudice, Supreme Court, Kings County. Alec graduated from the University of Colorado with a B.A. in Philosophy in 2012.

Selected Class Settlements:

Gregorio v. Premier Nutrition Corp., Case No. 17-cv-05987-AT (S.D.N.Y. 2019) – final approval granted for class settlement to resolve claims of protein shake purchasers for alleged false advertising.

Wright v. Southern New Hampshire Univ., Case No. 1:20-cv-00609-LM (D.N.H. 2021) – final approval granted for class settlement to resolve claims over COVID-19 tuition and fee refunds to students.

Mendoza et al. v. United Industries Corp., Case No. 21PH-CV00670 (Phelps Cnty. Mo. 2021) – final approval granted for class settlement to resolve false advertising claims on insect repellent products.

Kaupelis v. Harbor Freight Tools USA, Inc., Case No. 8:19-cv-01203-JVS-DFM (C.D. Cal. 2021) – final approval granted for class settlement involving allegedly defective and dangerous chainsaws.

Rocchio v. Rutgers Univ., Case No. MID-L-003039-20 (Middlesex Cnty. N.J. 2021) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

Malone v. Western Digital Corporation, Case No. 5:20-cv-03584-NC (N.D. Cal.) – final approval granted for class settlement to resolve false advertising claims on hard drive products.

Frederick et al. v. ExamSoft Worldwide, Inc., Case No. 2021L001116 (DuPage Cnty. Ill. 2021) – final approval granted for class settlement to resolve claims over alleged BIPA violations with respect to exam proctoring software.

D'Amario et al. v. Univ. of Tampa, Case No. 7:20-cv-07344 (S.D.N.Y. 2022) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

Olin et al. v. Meta Platforms, Inc., Case No. 3:18-cv-01881-RS (N.D. Cal. 2022) – final approval granted for class settlement involving invasion of privacy claims.

Croft v. SpinX Games et al., Case No. 2:20-cv-01310-RSM (W.D. Wash. 2022) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

Armstead v. VGW Malta Ltd. et al., Case No. 22-CI-00553 (Henderson Cnty. Ky. 2023) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

Barbieri v. Tailored Brands, Inc., Index No. 616696/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

Metzner et al. v. Quinnipiac Univ., Case No. 3:20-cv-00784 (D. Conn.) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

In re GE/Canon Data Breach, Case No. 1:20-cv-02903 (S.D.N.Y.) – final approval granted for class settlement to resolve data breach claims.

Davis v. Urban Outfitters, Inc., Index No. 612162/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

Armstead v. VGW Malta LTD et al., Civil Action No. 22-CI-00553 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

Casler et al. v. Mclane Company, Inc. et al., Index No. 616432/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

Wyland v. Woopla, Inc., Civil Action No. 2023-CI-00356 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

Graziano et al. v. Lego Systems, Inc., Index No. 611615/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

Lipsky et al. v. American Behavioral Research Institute, LLC, Case No. 50-2023-CA-011526-XXXX-MB (Palm Beach Cnty. Fl.) – final approval granted to resolve allegedly deceptive automatic renewal and product efficacy claims.

Whiting v. Yellow Social Interactive Ltd., Civil Action No. 2023-CI-00358 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

STEPHEN BECK

Stephen is an Associate with Bursor & Fisher, P.A. Stephen focuses his practice on complex civil litigation and class actions.

Stephen is admitted to the State Bar of Florida and is a member of the bars of the United States District Courts for the Southern and Middle Districts of Florida, the Eastern District of Missouri, and the Northern District of Illinois.

Stephen received his Juris Doctor from the University of Miami School of Law in 2018. During law school, Stephen received an Honors distinction in the Litigation Skills Program and was awarded the Honorable Theodore Klein Memorial Scholarship for excellence in written and oral advocacy. Stephen also received the CALI Award in Legislation for earning the highest grade on the final examination. Stephen graduated from the University of North Florida with a B.A. in Philosophy in 2015.

STEFAN BOGDANOVICH

Stefan Bogdanovich is an Associate with Bursor & Fisher, P.A. Stefan litigates complex civil and class actions typically involving privacy, intellectual property, entertainment, and false advertising law.

Prior to working at Bursor & Fisher, Stefan practiced at two national law firms in Los Angeles. He helped represent various companies in false advertising and IP infringement cases, media companies in defamation cases, and motion picture producers in royalty disputes. He also advised corporations and public figures on complying with various privacy and advertising laws and regulations.

Stefan is admitted to the State Bar of California and all of the California Federal District Courts. He is also a Certified Information Privacy Professional.

Stefan received his Juris Doctor from the University of Southern California Gould School of Law in 2018, where he was a member of the Hale Moot Court Honors Program and the Trial Team. He received the highest grade in his class in three subjects, including First Amendment Law.

BRITTANY SCOTT

Brittany Scott is an Associate with Bursor & Fisher, P.A. Brittany focuses her practice on data privacy, complex civil litigation, and consumer class actions. Brittany was an intern with Bursor & Fisher prior to joining the firm.

Brittany has substantial experience litigating consumer class actions, including those involving data privacy claims under statutes such as the Illinois Biometric Information Privacy Act, the Fair Credit Reporting Act, and the Michigan Preservation of Personal Privacy Act. In addition to data privacy claims, Brittany has significant experience in litigating class action claims involving false and misleading advertising.

Brittany is admitted the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Central, Southern, and Eastern Districts of California, the Eastern District of Wisconsin, the Northern District of Illinois, the Ninth Circuit Court of Appeals, the Seventh Circuit Court of Appeals, and Second Circuit Court of Appeals.

Brittany received her Juris Doctor from the University of California, Hastings College of the Law in 2019, graduating cum laude. During law school, Brittany was a member of the Constitutional Law Quarterly, for which she was the Executive Notes Editor. Brittany published a note in the Constitutional Law Quarterly entitled "Waiving Goodbye to First Amendment Protections: First Amendment Waiver by Contract." Brittany also served as a judicial extern to the Honorable Andrew Y.S. Cheng for the San Francisco Superior Court. In 2016, Brittany graduated from the University of California Berkeley with a B.A. in Political Science.

Selected Class Settlements:

Morrissey v. Tula Life, Inc., Case No. 2021L0000646 (Cir. Ct. DuPage Cnty. 2021) – final approval granted for $4 million class settlement to resolve claims of cosmetics purchasers for alleged false advertising.

Clarke et al. v. Lemonade Inc., Case No. 2022LA000308 (Cir. Ct. DuPage Cnty. 2022) – final approval granted for $4 million class settlement to resolve claims for alleged BIPA violations.

Whitlock v. Jabil Inc., Case No. 2021CH00626 (Cir. Ct. Cook Cnty. 2022) – final approval granted for $995,000 class settlement to resolve claims for alleged BIPA violations.

MAX S. ROBERTS

Max Roberts is an Associate in Bursor & Fisher's New York office. Max focuses his practice on class actions concerning data privacy and consumer protection. Max was a Summer Associate with Bursor & Fisher prior to joining the firm and is now Co-Chair of the firm's Appellate Practice Group.

In 2023, Max was named "Rising Star" in the New York Metro Area by Super Lawyers®.

Max received his Juris Doctor from Fordham University School of Law in 2019, graduating *cum laude.* During law school, Max was a member of Fordham's Moot Court Board, the Brennan Moore Trial Advocates, and the Fordham Urban Law Journal, for which he published a note entitled *Weaning Drug Manufacturers Off Their Painkiller: Creating an Exception to the Learned Intermediary Doctrine in Light of the Opioid Crisis*. In addition, Max served as an intern to the Honorable Vincent L. Briccetti of the Southern District of New York and the Fordham Criminal Defense Clinic. Max graduated from Johns Hopkins University in 2015 with a B.A. in Political Science.

Outside of the law, Max is an avid triathlete.

Selected Published Decisions:

Jackson v. Amazon.com, Inc., 65 F.4th 1093 (9th Cir. 2023), affirming district court's denial of motion to compel arbitration. Max personally argued the appeal before the Ninth Circuit, which can be viewed here.

Javier v. Assurance IQ, LLC, 2022 WL 1744107 (9th Cir. May 31, 2022), reversing district court and holding that Section 631 of the California Invasion of Privacy Act requires prior consent to wiretapping. Max personally argued the appeal before the Ninth Circuit, which can be viewed here.

Mora v. J&M Plating, Inc., 213 N.E.3d 942 (Ill. App. Ct. 2d Dist. 2022), reversing circuit court and holding that Section 15(a) of Illinois' Biometric Information Privacy Act requires an entity to establish a retention and deletion schedule for biometric data at the first moment of possession. Max personally argued the appeal before the Second District, which can be listened to here.

Gladstone v. Amazon Web Services, Inc., --- F. Supp. 3d ---, 2024 WL 3276490 (W.D. Wash. July 2, 2024), denying motion to dismiss alleged violations of California wiretapping statute.

Rancourt v. Meredith Corp., 2024 WL 381344 (D. Mass. Jan. 11, 2024), denying motion to dismiss alleged violations of federal Video Privacy Protection Act, and finding personal jurisdiction over operator of mobile application.

Saunders v. Hearst Television, Inc., --- F. Supp. 3d ---, 2024 WL 126186 (D. Mass. Jan. 11, 2024), denying motion to dismiss alleged violations of federal Video Privacy Protection Act.

Yockey v. Salesforce, Inc., 688 F. Supp. 3d 962 (N.D. Cal. 2023), denying in part motion dismiss alleged violations of California and Pennsylvania wiretapping statutes.

Cristostomo v. New Balance Athletics, Inc., 647 F. Supp. 3d 1 (D. Mass. 2022), denying motion to dismiss and motion to strike class allegations in case involving sneakers marketed as "Made in the USA."

Carroll v. Myriad Genetics, Inc., 2022 WL 16860013 (N.D. Cal. Nov. 9, 2022), denying in part motion to dismiss in case involving non-invasive prenatal testing product.

Selected Class Settlements:

Sholopa v. Turk Hava Yollari A.O. (d/b/a Turkish Airlines), Case No. 1:20-cv-3294-ALC (S.D.N.Y. 2023) – final approval granted for $14.1 million class settlement to resolve claims of passengers whose flights with Turkish Airlines were cancelled due to COVID-19 and who did not receive refunds.

Payero v. Mattress Firm, Inc., Case No. 7:21-cv-3061-VB (S.D.N.Y. 2023) – final approval granted for $4.9 million class settlement to resolve claims of consumers who purchased allegedly defective bed frames.

Miranda v. Golden Entertainment (NV), Inc., Case No. 2:20-cv-534-AT (D. Nev. 2021) – final approval granted for class settlement valued at over $4.5 million to resolve claims of customers and employees of casino company stemming from data breach.

Malone v. Western Digital Corp., Case No. 5:20-cv-3584-NC (N.D. Cal. 2021) – final approval granted for class settlement valued at $5.7 million to resolve claims of hard drive purchasers for alleged false advertised.

Frederick v. ExamSoft Worldwide, Inc., Case No. 2021-L-001116 (18th Judicial Circuit Court DuPage County, Illinois 2021) – final approval granted for $2.25 million class settlement to resolve claims of Illinois students for alleged violations of the Illinois Biometric Information Privacy Act.

Bar Admissions

- New York State
- Southern District of New York
- Eastern District of New York
- Northern District of New York
- Northern District of Illinois
- Central District of Illinois
- Eastern District of Michigan
- District of Colorado
- Third Circuit Court of appeals
- Seventh Circuit Court of Appeals
- Ninth Circuit Court of Appeals

JULIA K. VENDITTI

Julia K. Venditti is an Associate with Bursor & Fisher, P.A. Julia focuses her practice on complex civil litigation and class actions. Julia was a Summer Associate with Bursor & Fisher prior to joining the firm.

Julia is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Julia received her Juris Doctor in 2020 from the University of California, Hastings College of the Law, where she graduated *cum laude* with two CALI Awards for the highest grade in her Evidence and California Community Property classes. During law school, Julia was a member of the UC Hastings Moot Court team and competed at the Evans Constitutional Law Moot Court Competition, where she finished as a national quarterfinalist and received a best brief award. Julia was also inducted into the UC Hastings Honors Society and was awarded Best Brief and an Honorable Mention for Best Oral Argument in her First-Year Moot Court section. In addition, Julia served as a Research Assistant for her Constitutional Law professor, as a Teaching Assistant for Legal Writing & Research, and as a Law Clerk at the San Francisco Public Defender's Office. In 2017, Julia graduated *magna cum laude* from Baruch College/CUNY, Weissman School of Arts and Sciences, with a B.A. in Political Science.

JULIAN DIAMOND

Julian Diamond is an Associate with Bursor & Fisher, P.A. Julian focuses his practice on privacy law and class actions. Julian was a Summer Associate with Bursor & Fisher prior to joining the firm.

Julian received his Juris Doctor from Columbia Law School, where he was a Harlan Fiske Stone Scholar. During law school, Julian was Articles Editor for the Columbia Journal of Environmental Law. Prior to law school, Julian worked in education. Julian graduated from California State University, Fullerton with a B.A. in History and a single subject social science teaching credential.

MATTHEW GIRARDI

Matt Girardi is an Associate with Bursor & Fisher, P.A. Matt focuses his practice on complex civil litigation and class actions, and has focused specifically on consumer class actions involving privacy violations, illegal gambling, financial misconduct, and false advertising. Matt was a Summer Associate with Bursor & Fisher prior to joining the firm.

Matt is admitted to the State Bar of New York, and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the Eastern District of Michigan, the Western District of Michigan, the First Circuit Court of Appeals, and the Ninth Circuit Court of Appeals.

Matt received his Juris Doctor from Columbia Law School in 2020, where he was a Harlan Fiske Stone Scholar. During law school, Matt was the Commentary Editor for the

Columbia Journal of Tax Law, and represented fledgling businesses for Columbia's Entrepreneurship and Community Development Clinic. In addition, Matt worked as an Honors Intern in the Division of Enforcement at the U.S. Securities and Exchange Commission. Matt graduated from Brown University in 2016 with a B.A. in Economics, and worked as a Paralegal Specialist at the U.S. Department of Justice in the Antitrust Division prior to law school.

Selected Class Settlements:

Armstead v. VGW Malta Ltd. et al., Case No. 22-CI-00553 (Henderson Cnty. Ky. 2023) – final approval granted for $11.75 million class settlement involving allegedly deceptive and/or illegal gambling practices.

Edwards v. Mid-Hudson Valley Federal Credit Union, Case No. 22-cv-00562-TJM-CFH (N.D.N.Y. 2023) – final approval granted for $2.2 million class settlement to resolve claims that an upstate New York credit union was unlawfully charging overdraft fees on accounts with sufficient funds.

Fischer, et al. v. Instant Checkmate LLC, et al., No. 19-cv-04892 (N.D. Ill. 2024) – final approval granted for state-by-state non-reversionary cash settlements involving alleged violations of right of publicity statutes totaling in excess of $10.1 million.

Wyland v. Woopla, Inc., Civil Action No. 2023-CI-00356 (Henderson Cir. Ct. Ky. 2023) – final approval granted for $835,000 class settlement involving allegedly deceptive and/or illegal gambling practices.

Whiting v. Yellow Social Interactive Ltd., Civil Action No. 2023-CI-00358 (Henderson Cir. Ct. Ky. 2023) – final approval granted for $1.32 million class settlement involving allegedly deceptive and/or illegal gambling practices.

JENNA GAVENMAN

Jenna Gavenman is an Associate with Bursor & Fisher, P.A. Jenna focuses her practice on complex civil litigation and consumer class actions. Jenna was a Summer Associate and a part-time intern with Bursor & Fisher prior to joining the firm as a full-time Associate in September 2022.

Jenna is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Jenna received her Juris Doctor in 2022 from the University of California, Hastings College of the Law (now named UC Law SF). During law school, she was awarded an Honorable Mention for Best Oral Argument in her First-Year Moot Court section. Jenna also participated in both the Medical Legal Partnership for Seniors (MLPS) and the Lawyering for Children Practicum at Legal Services for Children—two of UC Hastings's nationally renowned clinical programs. Jenna was awarded the Clinic Award for Outstanding Performance in MLPS for her contributions to the clinic. In addition, Jenna volunteered with her law school's Legal Advice and Referral Clinic and as a LevelBar Mentor.

In 2018, Jenna graduated *cum laude* from Villanova University with a B.A. in Sociology and Spanish (double major). Jenna was a Division I athlete, competing on the Villanova Women's Water Polo varsity team for four consecutive years.

EMILY HORNE

Emily Horne is an Associate with Bursor & Fisher, P.A. Emily focuses her practice on complex civil litigation and consumer class actions. Emily was a Summer Associate with Bursor & Fisher prior to joining the firm.

Emily is admitted to the State Bar of California.

Emily received her Juris Doctor from the University of California, Hastings College of the Law in 2022 (now UC, Law SF). During law school, Emily served as Editor-in-Chief for the UC Hastings Communications and Entertainment Law Journal, and she competed on the Moot Court team. Emily also served as a judicial extern in the Northern District of California and as a Teaching Assistant for Legal Writing & Research. In 2015, Emily graduated from Scripps College with a B.A. in Sociology.

IRA ROSENBERG

Ira Rosenberg is an Associate with Bursor & Fisher, P.A. Ira focuses his practice on complex civil litigation and class actions.

Ira received his Juris Doctor in 2022 from Columbia Law School. During law school, Ira served as a Student Honors Legal Intern with Division of Enforcement at the U.S. Securities and Exchange Commission. Ira also interned during law school in the Criminal Division at the United States Attorney's Office for the Southern District of New York and with the Investor Protection Bureau at the Office of the New York State Attorney General. Ira graduated in 2018 from Beth Medrash Govoha with a B.A. in Talmudic Studies.

LUKE SIRONSKI-WHITE

Luke Sironski-White is an Associate with Bursor & Fisher, P.A., focusing on complex civil litigation and consumer class actions. Luke joined the firm as a full-time Associate in August 2022.

Luke is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Luke received his Juris Doctor in 2022 from the University of California, Berkeley School of Law. During law school, Luke was on the board of the Consumer Advocacy and Protection Society (CAPS), edited for the Berkeley Journal of Employment and Labor Law, and volunteered with the Prisoner Advocacy Network.

In 2017, Luke graduated from the University of Chicago with a B.A. in Anthropology. Before entering the field of law Luke was a professional photographer and filmmaker.

INES DIAZ

Ines Diaz is an Associate with Bursor & Fisher, P.A. Ines focuses her practice on complex civil litigation and class actions.

Ines is admitted to the State Bar of California.

Ines received her Juris Doctor in 2023 from the University of California, Berkeley School of Law. During law school, Ines served as an Executive Editor of the California Law Review. She also served as an intern with the East Bay Community Law Center's Immigration Clinic and as a Fellow of the Berkeley Law Academic Skills Program. Additionally, Ines served as an instructor with the University of California, Berkeley Extension, Legal Studies Global Access Program where she taught legal writing to international law students. In 2021, Ines was selected for a summer externship at the California Supreme Court where she served as a judicial extern for the Honorable Mariano-Florentino Cuéllar.

CAROLINE C. DONOVAN

Caroline C. Donovan is an Associate with Bursor & Fisher, P.A. Caroline focuses her practice on complex civil litigation, data protection, mass arbitration, and class actions. Caroline interned with Bursor & Fisher during her third year of law school before joining full time in Fall 2023.

Caroline is admitted to the State Bar of New York.

Caroline received her Juris Doctor in 2023 from Brooklyn Law School. During law school, Caroline was a member of the Moot Court Honor Society Trial Division, where she was chosen to serve as a National Team Member. Caroline competed and coached in numerous competitions across the country, and placed second at regionals in AAJ's national competition in both her second and third year of law school. Caroline was also the President of the Art Law Association, and the Treasurer of the Labor and Employment Law Association.

During law school, Caroline was a judicial intern for Judge Kenneth W. Chu of the National Labor Relations Board. She also interned at the United States Attorney's Office in the Eastern District of New York, as well as a securities class action firm.

JOSHUA B. GLATT

Joshua Glatt is an Associate with Bursor & Fisher, P.A. Joshua focuses his practice on complex civil litigation and consumer class actions. Joshua was a Summer Associate with Bursor & Fisher prior to joining the firm as an Associate.

Joshua earned his Juris Doctor from the University of California College of the Law, San Francisco (formerly U.C. Hastings). While there, he received a CALI Award for earning the highest grade in Constitutional Law II and served on the executive boards of the Jewish Law Students Association and the American Constitution Society. Prior to law school, Joshua graduated *summa cum laude* from the Walter Cronkite School of Journalism and Mass

Communication at Arizona State University in 2016 and earned a master's degree from the University of Southern California in 2018.

JOSHUA R. WILNER

Joshua Wilner is an Associate with Bursor & Fisher, P.A. Joshua focuses his practice on complex civil litigation, data privacy, consumer protection, and class actions. Joshua was a Summer Associate at Bursor & Fisher prior to joining the firm full time in Fall 2023.

Joshua is admitted to the State Bar of California.

Joshua received his Juris Doctor in 2023 from Berkeley Law. During law school, he received the American Jurisprudence Award for Constitutional Law.

During law school, Joshua served on the board of the Berkeley Journal of Employment and Labor Law. Joshua also interned at Disability Rights California, Legal Aid at Work, and a private firm that worked closely with the ACLU of Northern California to enforce the California Racial Justice Act. In 2022 and 2023, Joshua worked as a research assistant for Professor Abbye Atkinson.

VICTORIA ZHOU

Victoria Zhou is an Associate in Bursor & Fisher's New York office. Victoria focuses her practice on class actions concerning data privacy and consumer protection.

Victoria is admitted to the State Bar of New York.

Victoria received her Juris Doctor from Fordham Law School in 2023. During law school, Victoria served as an Associate Editor of the Moot Court Board and competed in multiple mock trial competitions as a member of the Brendan Moore Trial Advocates. In addition, Victoria served as a judicial extern to Chief Judge Mark A. Barnett of the United States Court of International Trade. In 2019, Victoria graduated *magna cum laude* from Fei Tian College with a B.F.A. in Classical Dance.

KYLE D. GORDON

Kyle Gordon is an Associate with Bursor & Fisher, P.A. Kyle focuses his practice on class actions concerning data privacy and consumer protection. Kyle was a Summer Associate with Bursor & Fisher prior to joining the firm.

Kyle is admitted to the State Bar of New York.

Kyle received his Juris Doctor from Columbia Law School in 2023, where he was a Harlan Fiske Stone Scholar. During law school, Kyle was a Staff Editor for the Columbia Science and Technology Law Review. In 2020, Kyle graduated *summa cum laude* from New York University with a B.A. in Politics and became a member of Phi Beta Kappa. Prior to law school, Kyle interned in the Clerk's Office of the United States District Court for the District of Columbia.