

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – BERGEN COUNTY**

STEVEN DOVAL, MELISSA CUELLO, and
CEANA CUELLO, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

FAIRLEIGH DICKINSON UNIVERSITY,

Defendant.

Case No. BER-L-004966-20

Hon. Nicholas Ostuni

**CERTIFICATION OF PHILIP L. FRAIETTA IN SUPPORT OF PLAINTIFFS’
MOTION FOR ATTORNEYS’ FEES, COSTS, EXPENSES, AND APPROVAL OF
INCENTIVE AWARDS**

I, Philip L. Fraietta, hereby certify as follows:

1. I am an attorney-at-law licensed to practice in the State of New Jersey, and I am a partner at Bursor & Fisher, P.A. I am one of the Class Counsel appointed by the Court in its May 14, 2024 Order preliminarily approving the proposed settlement of this litigation. 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. I make this Certification in support of Plaintiffs’ Motion for Attorneys’ Fees, Costs, Expenses, and Incentive Awards.

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. While not all-inclusive, this certification is intended to provide the Court with the history, scope, risk, and complexity of the litigation, and summarize the work performed by my firm, Bursor & Fisher, P.A., along with the firms of co-Class Counsel—Vozzolo LLC and Law Offices of Ronald A. Marron, APLC—in this litigation.

4. Class Counsel has dedicated significant time and resources to litigating this case over four years on behalf of the Settlement Class. Our legal services were performed on a wholly contingent fee basis. Therefore, we have assumed the risk of non-payment in litigating and prosecuting this action and have at all times ensured that sufficient resources were made available.

5. On or about March 10, 2020, in response to the COVID-19 global pandemic, Fairleigh Dickinson University (“Defendant” or “FDU”) closed all its campuses and migrated all classes online. Its campuses remained closed for the entire duration of the Spring 2020 Semester.

6. Beginning in May 2020, my firm 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 considering COVID-19 campus closures. It was understood by my firm and co-Class Counsel that litigating a proposed class action against a university on behalf of approximately 8,000 students and/or their families would require substantial commitment of time and resources, particularly because it involves unsettled legal issues on which there is a divergence of authority. The Plaintiffs agreed that Class Counsel would represent them on a contingency fee basis.

7. Class Counsel extensively investigated Plaintiffs’ legal and factual allegations arising from FDU’s campus closure resulting from 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 FDU; (iv) reviewing FDU’s course registration portals and materials, various policy documents, and handbooks; and (v) reviewing other publicly available information on FDU’s website.

8. On August 25, 2020, Plaintiffs Steven Doval, Melissa Cuello and Ceana Cuello filed a putative class action on behalf of all people who paid tuition and/or fees for the Spring 2020 Semester at FDU arising out of FDU's failure to provide refunds to students for tuition and fees for in-person classes and other educational services that were cancelled because of the COVID-19 virus. *See* Class Action Complaint and Demand for Jury Trial ("Compl.") ¶ 1. Plaintiffs asserted claims for breach of contract, unjust enrichment, conversion, and for money had and received.

9. In response to the complaint, on October 29, 2020, Defendant filed a motion to dismiss pursuant to New Jersey Court Rule 4:6-2(e), arguing that Plaintiffs' claims were barred by the educational malpractice doctrine and that Plaintiffs failed to plead plausible claims for relief.

10. On December 4, 2020, Class Counsel filed a memorandum of law in opposition to FDU's motion to dismiss.

11. On February 5, 2021, following oral argument, the Court denied Defendant's motion to dismiss.

12. The Court permitted Plaintiffs' tuition-based claims to proceed under a quasi-contract claim under the standard set forth in *Beukas v. Bd. of Trs. of Fairleigh Dickinson Univ.*, 605 A.2d 776 (NJ. Super. Ct. Law Div. 1991).

13. Notably, this matter presents one of the few times that a plaintiff's quasi-contractual claim seeking a tuition refund under the standard set forth in *Beukas* successfully overcame a motion to dismiss. *See, e.g., Mittelberg v. Stevens Inst. of Tech.*, 2021 WL 2103265, at *3 (D.N.J. May 25, 2021) ("This Court finds that Defendant did not deviate from its responsibility to act in good faith and deal fairly with its students amidst the unprecedented COVID-19 pandemic."); *Dougherty v. Drew Univ.*, 534 F. Supp. 3d 363, 376 (D.N.J.

2021), reconsideration denied sub nom. *Dougherty v. Univ.*, 2021 WL 2310094 (D.N.J. June 7, 2021) (“The Complaint does not allege facts that plausibly show the University failed to meet its obligations under *Beukas.*”).

14. In successfully overcoming the motion to dismiss hurdle as to Plaintiffs’ and Class Members’ tuition-based claims, Class Counsel achieved an outstanding result for Plaintiffs and Class Members.

15. Despite securing a rare victory on the tuition-based claims at the motion to dismiss stage, Class Counsel continued to face substantial risk at summary judgment and trial.

16. On February 19, 2021, Defendant filed an Answer to the Complaint and asserted 24 affirmative defenses.

17. Following this Court’s denial of Defendant’s motion to dismiss, the Parties then began fact discovery. Plaintiffs, through Class Counsel, engaged in extensive written discovery. Specifically, Plaintiffs served interrogatories on Defendant, and requests for production of documents. The Parties also exchanged initial disclosures, met and conferred regarding a protective order and regarding an ESI protocol including search terms and custodians. Throughout these discovery efforts, the Parties participated in numerous meet and confer calls.

18. Plaintiffs also participated in substantial defensive discovery by responding to written discovery served by Defendant. Plaintiffs conferred with counsel, responded to document requests and searched for and produced relevant documents to Defendant.

19. FDU ultimately produced approximately 4,788 pages of documents for Plaintiffs’ review and Plaintiffs produced 27 pages of documents for FDU’s review.

20. During the discovery phase, the Parties engaged in direct communication, and, over the course of several months, discussed the prospect of resolution.

21. Those discussions eventually led to an agreement between the Parties to participate in multiple mediation sessions before a third-party neutral, Hon. Frank A. Buczynski, Jr. (Ret.), a former New Jersey Superior Court Judge for over 25 years, to resolve this action.

22. In preparation for the mediations, Plaintiffs, through Class Counsel, submitted a detailed mediation statement, outlining their legal arguments and theories on potential damages.

23. Class Counsel also spoke with potential merits and damages experts concerning the strengths and weakness of the case, as well as the strengths and weaknesses of FDU's arguments and defenses.

24. The informal discovery received and relied upon during mediation was the same or largely similar to discovery that would be produced in formal discovery related to class certification and summary judgment. Therefore, the Parties were able to sufficiently assess the strengths and weaknesses of their cases before the mediation sessions.

25. Discovery included, but was not limited to, information regarding class size and total out-of-pocket amount paid for in-person tuition and fees, including financial records detailing tuition and fees collected for the Spring Semester 2020.

26. On May 25, 2022, the Parties participated in the first full-day mediation session before Hon. Buczynski, Jr. to resolve this action. No agreement was reached.

27. Although the Parties did not come to any settlement during the May 25th mediation, the Parties felt their negotiations warranted further discussion, and on June 3, 2022, the Parties requested a brief stay of all case management deadlines to allow them to focus their efforts on facilitating a potential resolution. The Parties engaged in substantial negotiations spanning over several months in an attempt to narrow the gap between the parties and agree on a potential scope and framework for a potential settlement.

28. On February 15, 2023, the Parties participated in a second full-day mediation session before Judge Buczynski. Although the second mediation also proved unsuccessful, the Parties maintained an open dialogue regarding resolution and, in the ensuing months, the Parties continued their settlement dialogue directly.

29. Through several weeks of further vigorous, arm's-length negotiations and other extensive communications, the Parties reached agreement on all material terms of a class action settlement and executed a term sheet. In the weeks following, the Parties negotiated and finalized the full-form Settlement Agreement.

30. The resulting Settlement will deliver immediate relief in the form of a reimbursement amount relating to students' tuition and fee payment to FDU for Spring Semester 2020. It creates a \$1,500,000 settlement fund, which will be used to pay all approved claims by Settlement Class Members, notice and administration expenses, Court-approved incentive awards to Plaintiffs, and attorneys' fees, costs, and expenses to Class Counsel to the extent awarded by the Court.

31. Pursuant to the terms of the Proposed Settlement, Settlement Class Members (which consist of approximately 8,000 current and former FDU students or payors) may submit a claim for a *pro rata* cash payment of up to \$155, as a percentage of the total amount of tuition and fees he or she paid to FDU for the Spring Semester 2020 (less any outstanding balance from the Spring 2020 term still owed to Defendant as reflected on the Class Member's account with FDU). Any unclaimed funds will not revert to Defendant, but rather will go to a scholarship fund for the benefit of students with unmet financial need as defined by the U.S. Department of Education, as *cy pres*.

32. The Class Notice informs Settlement Class Members of the ability to opt to

receive the Cash Award by check sent to the residential address on file with FDU or as updated through the Settlement Website.

33. After finalizing and executing the Class Action Settlement Agreement, Class Counsel prepared Plaintiffs' Motion for Preliminary Approval, which was filed on April 16, 2024.

34. On May 14, 2024, the Court granted Plaintiffs' Motion for Preliminary Approval, preliminarily approving the Settlement, provisionally certifying the Settlement Class, designating Plaintiffs as Class Representatives, appointing Class Counsel, approving the forms of notice and the notice plan, and setting deadlines related to class notice and final approval. Since that time, Class Counsel has worked with the Settlement Administrator to administer the Notice Plan and monitor the claims process.

35. 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.

36. Plaintiffs and Class Counsel recognize that despite our belief in the strength of Plaintiffs' claims, and Plaintiffs' and the Class's 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.

37. Plaintiffs 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, several courts across the country—

including in New Jersey—have granted motions to dismiss tuition refund claims. *See, e.g., Moore v. Long Island Univ.*, 2022 WL 203988 (E.D.N.Y. Jan. 24, 2022); *Croce v. St. Joseph’s College*, 73 Misc.3d 632 (Sup. Ct. Suffolk Cnty. Oct. 1, 2021); *Fedele v. Marist College*, 2021 WL 3540432 (S.D.N.Y. Aug. 10, 2021); *Hewitt v. Pratt Institute*, 2021 WL 2779286 (E.D.N.Y. July 2, 2021); *Rynasko v. New York Univ.*, 2021 WL 1565614, at *4 (S.D.N.Y. Apr. 21, 2021); *Burt v. Bd. Of Trustees of Univ. of Rhode Island*, 2021 WL 825398, at *10 (D.R.I. Mar. 4, 2021); *Alexander et al. v. Johnson & Wales Univ.*, 2021 WL 825398, at *10 (D.R.I. Mar. 4, 2021); *Simmons Telep v. Roger Williams Univ.*, 2021 WL 825398, at *10 (D.R.I. Mar. 4, 2021); *Crista v. Drew Univ.*, 2021 WL 1422935, at *12 (D.N.J. Apr. 14, 2021), *reconsideration denied sub nom.*, 2021 WL 2310094 (D.N.J. June 7, 2021); *Mitelberg v. Stevens Inst. of Tech.*, 2021 WL 2103265, at *5-6 (D.N.J. May 25, 2021); *Ryan v. Temple Univ.*, 2021 WL 1581563, at *11 (E.D. Pa. Apr. 22, 2021). Other courts have denied class certification, *see De León v. New York University*, 2022 WL 2237452 (S.D.N.Y. June 22, 2022), and others have granted 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*, 594 F. Supp. 3d 452 (D.R.I. Mar. 22, 2022), appeal dismissed, No. 22-1294, 2023 WL 3151103 (1st Cir. Jan. 11, 2023); *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.*, 986 N.W.2d 427, 2022 WL 414183 (Mich. Ct. App. Feb. 10, 2022) (affirming trial court grant of motions for summary disposition in three consolidated matters).

38. 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,

including by moving for summary judgment. Plaintiffs and Class Counsel are also aware that Defendant would continue to challenge liability as well as assert a number of defenses. Defendant would have also vigorously contested the certification of a litigation class. 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.

39. Class Counsel vigorously prosecuted this action against the Defendant. They have devoted substantial time and advanced the funds necessary to investigate and develop this case, prosecuted the case with no assurance of compensation or repayment, and overcame significant challenges, defeating Defendant's motion to dismiss. To date, Class Counsel have not been paid for their efforts or reimbursed for any of their out-of-pocket expenses. Instead, their compensation and expense reimbursement were entirely contingent on obtaining a recovery.

40. Class Counsel have diligently prosecuted this action against Defendant since 2020. Their efforts include, among other things: (i) thoroughly investigating the claims months before filing the initial complaint; (ii) successfully opposing Defendant's motion to dismiss, including oral argument before this Court on Defendant's motion to dismiss; (iii) engaging in substantial fact discovery; (iv) consulting with potential experts; (v) engaging in mediation and contentious settlement negotiations; (vi) successfully moving for preliminary approval of the proposed Settlement; (vii) monitoring settlement administration and claims activity.

41. Since the Court granted preliminary approval, Class Counsel has worked with the Settlement Administrator, RG/2 Claims Administration, LLC ("RG2"), to carry out the Court-ordered notice plan. Specifically, Class Counsel helped compile and review the contents of the required notice, reviewed the final claim and notice forms, and reviewed and tested the settlement website before it launched live.

42. Since class notice has been disseminated, my firm has worked with RG2 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.

43. Class Counsel is applying for a fee award to be paid from the Settlement Fund on a percentage basis. As set forth in the accompanying memorandum, the percentage method is the appropriate method of fee recovery because it aligns the lawyers' interest in being paid a fair fee with the interest of the Plaintiff and the Settlement Class in achieving the maximum recovery in the shortest amount of time required under the circumstances and taking into account the litigation risks faced in a class action. Use of the percentage method has been recognized as appropriate by the New Jersey courts in comparable cases.

44. The requested fee award amounts to one-third of the settlement value. While there is no benchmark for the percentage of fees to be awarded in common fund cases, the Third Circuit has noted that reasonable fee awards in percentage-of-recovery cases generally range from nineteen to forty-five percent of the common fund. *In re Ocean Power Techs., Inc.*, No. 3:14-CV-3799, 2016 WL 6778218, at *29 (D.N.J. Nov. 15, 2016) (citing *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 822 (3d Cir. 1995)). As set forth in the accompanying memorandum of law, the requested fee of one-third of the settlement fund is in line with fees that have been granted in comparable class actions. And the requested fee is also consistent with fee awards granted in similar cases.¹

¹ See *Wright v. S. New Hampshire Univ.*, No. 20-CV-609-LM, 2021 WL 4312760, at *2-4 (D.N.H. Sept. 22, 2021) (awarding fee of 33% (\$416,666 from settlement of \$1,250,000) in class action challenging university's failure to refund student tuition and fees for remote learning); *Rosado v. Barry University, Inc.*, Case No. 20-cv-21813, ECF No. 84, at 13-15 (S.D. Fla. Sept. 7, 2021) (awarding fee of 33.33% (\$800,000 from settlement of \$2,400,000) in class action challenging university's failure to refund tuition and fees for remote learning).

45. Class Counsel took this case on a pure contingency basis and committed substantial resources of attorney and staff time towards investigating and litigating this action. In doing so, Class Counsel bore the risk of the case being dismissed at the pretrial stage, of losing at trial, or of failing to prove damages.

46. Class Counsel also recognizes that Plaintiffs faced considerable future risks in establishing class-wide liability, obtaining certification of the proposed class, and establishing damages. Absent a settlement, the success of Defendant's various defenses in this case could deprive Plaintiffs and Settlement Class Members of any potential relief whatsoever. As noted above, a number of courts across the country have granted motions to dismiss substantially similar cases involving tuition refund claims. Class Counsel also assumed the risk of the significant delay associated with achieving a final resolution through trial and any appeals.

47. A direct Class Notice was sent to class members which stated that Class Counsel would seek fees up to one-third of the settlement fund or \$500,000. Notice was also available through the Settlement Website, which set out the procedure for objecting to the fee request.

48. There is no "clear sailing agreement" between FDU and Class Counsel or Plaintiffs whereby FDU would agree not to contest Class Counsel's request for attorneys' fees up to an agreed amount. Instead, as set forth in section 10.1 of the Settlement, the Parties negotiated a cap to the size of the Fee and Expense Award that Class Counsel would seek.

49. To date, there have been no objections filed and only 2 opt-outs have been filed.

50. Attached hereto as **Exhibit B** is a detailed summary indicating the amount of time spent by each Bursor & Fisher attorney and professional support staff employee who devoted time to this action from its inception, through and including June 24, 2024, and the lodestar calculation for those individuals based on their current hourly rates. The daily time records

supporting these submissions are available for review should the Court wish to examine them.

51. I have personally reviewed all 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.

52. My firm undertook this matter on a contingency basis. For approximately four years, Class Counsel invested significant time, effort, and resources to the litigation without any compensation. Through June 27, 2024, the total hours billed by my firm is 226.1 with a blended hourly rate of \$573.44. The total lodestar based on the law firm's current rate is \$156,100 in this case, as of the same date.

53. Along with my firm's time/lodestar/expense submission, the other two co-Class Counsel firms are submitting certifications setting forth the time their attorneys and professional support staff devoted to the action through today's date, and their expenses. As reflected by those certifications, through today's date, combined, Class Counsel have expended 685.1 hours prosecuting this litigation against Defendant, creating a total lodestar of \$478,655 at current rates. The total combined expenses of Class Counsel incurred in connection with this action total \$4,343.97.

54. Throughout my involvement in this case, I did my part in ensuring that the tasks were conducted efficiently, without undue duplication of effort, and at minimal expense. Not being paid by the hour, counsel in this case had an incentive to conduct their efforts efficiently.

55. All the time we are claiming was reasonably devoted to advancing and protecting

the interests of our clients in this case and would have been billed to a fee-paying client.

56. Moreover, Class Counsel's efforts are ongoing as they will continue to perform legal work on behalf of the Settlement Class through the final settlement hearing and possibly beyond. In addition to the time enumerated above, I estimate that Class Counsel will incur an additional 50-75 hours of future work in connection with the preparation of Plaintiffs' Motion for Final Approval, preparing for and attending the fairness hearing, coordinating with RG2, monitoring settlement administration, and responding to Settlement Class Member inquiries and possible objections. Class Counsel will also coordinate with defense counsel and the claims administrator as to issues concerning claims and payments; reviewing and addressing miscellaneous administrative issues that are certain to occur; and overseeing the final distributions and administration.

57. 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.

58. In addition, Bursor & Fisher, P.A. has expended to date, \$3,674.52 in out-of-pocket costs and expenses in connection with the prosecution of this case. Attached as **Exhibit C** is an itemized list of those costs and expenses. 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. Those accounting records are prepared by accounting staff from receipts and check records and accurately reflect all actual expenses incurred.

59. Included within **Exhibit B** is a chart setting forth the current hourly rates charged for lawyers and staff at my firm. 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 (my firm's offices are in New York City, Walnut Creek, California, and Miami, Florida), 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.

60. Through my practice, I have become familiar with the non-contingent market rates charged by attorneys in New Jersey, New York, California, Florida, and elsewhere. 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. *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. *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."
- iii. *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.

- iv. *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.
- v. *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.
- vi. *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.
- vii. *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.
- viii. *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.
- ix. *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.
- x. *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.
- xi. *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.
- xii. *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.
- xiii. *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.

- xiv. *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.
- xv. *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.

61. 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 D**.
- 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 E**.
- 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 F**.
- 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 G**. 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 H**. 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 I**. 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 CourtExpress Legal Billing Reports for May, August, and December 2009 (attached hereto as **Exhibit J**) 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 K**) 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 L**. 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 M**.

62. Given my firm's unique experience and track record of success, my hourly rate is set at \$775. My firm's rates have been deemed reasonable by Courts across the country, including in New York, California, Michigan, Illinois, Missouri, and New Jersey for example:

- i. *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).
- ii. *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).
- iii. *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).
 - iv. *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.”
 - v. *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”).
 - vi. *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).
 - vii. *Kokoszki v. Playboy Enterprises, Inc.*, Case No. 19-cv-10302, E.D. Mich. (Aug. 19, 2020 Final Judgment *And* Order Of Dismissal With Prejudice).
 - viii. *Moeller v. American Media, Inc.*, Case No. 16-cv-11367, E.D. Mich. (Sept. 28, 2017 Order *And* Judgment Of Dismissal With Prejudice).
 - ix. *In re Michaels Stores Pin Pad Litigation*, Case No. 11-cv-03350, N.D. Ill. (Apr. 17, 2013 Order Approving *Settlement*).
 - x. *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).
 - xi. *Rossi v. The Procter & Gamble Co.*, Case No. 11-7238, D.N.J. (Oct. 3, 2013 Final Approval Order *And* Judgment).

63. Comparable hourly rates have been found reasonable by various courts in New Jersey for reasonably comparable services, including:

- *Rieger v. Volkswagen Grp. of Am., Inc.*, No. 21-cv-10546-ESK-EAP, 2024 U.S. Dist. LEXIS 88656, at *23-24 (D.N.J. May 16, 2024) (examining fees within Philadelphia/New Jersey legal market at time of fee application and finding fees ranging from \$540 to \$1,075 for attorneys, including \$950 per hour for a partner with 30 years of experience and \$550 per hour for an attorney with ten years of experience “within the range approved for similar cases within this District” in consumer class action);

- *In re Volkswagen Timing Chain Prod. Liab. Litig.*, Civil Action No. 16-2765 (JLL)(JAD), 2018 U.S. Dist. LEXIS 247091 (D.N.J. Dec. 14, 2018) (approving 2018 billable rates ranging from \$625 to \$900 for partners and associates between \$400 and \$625 per hour);
- *Diaz, et al. v. TD Bank, N.A.*, 16-2395 (D.N.J. 2018) (approving billable rates ranging from \$550 and \$800 per hour for partners and associates between \$350 and \$500 per hour);
- *Henderson v. Volvo Cars of N. Am., LLC*, Civil Action No.: 09-4146 (CCC), 2013 WL 1192479, at *16 (D.N.J. Mar. 22, 2013) (approving billable rates which ranged from \$175 to \$700 per hour);
- *In re Johnson & Johnson*, 2013 U.S. Dist. LEXIS 180822, at *229-31 (D.N.J. June 13, 2013) (approving \$750 per hour as a reasonable rate for partner with over 20 years of experience and \$450 per hour as reasonable rate for associate with 10-19 years of experience);
- *In re Merck & Co. Vytarin ERISA Litig.*, No. 08-CV-285 (DMC), 2010 U.S. Dist. LEXIS 12344, at *45 (D.N.J. Feb. 9, 2010) (approving billable rates which ranged between \$250 and \$850 per hour).
- *In re Schering-Plough/Merck Merger Litig.*, No. 09-1099 (DMC), 2010 WL 1257722, at *18 (D.N.J. Mar. 26, 2010) (“...an overall hourly lodestar non-weighted average ranging from \$ 465.68 to \$ 681.15 is not unreasonable in light of similar rates charged in the market and in light of the usual billing rates documented in counsel’s declarations to the Court.”).

64. The reasonableness of my firm’s hourly rates is also supported by a 2014 National Law Journal surveys of legal rates, which sampled several New Jersey firms. As reflected therein, the firm Lowenstein Sandler has a high partner rate of \$755.00 per hour and Gibbons has a high partner rate of \$865.00. Lowenstein Sandler has a high associate rate of \$650.00, whereas Gibbons has a high associate rate of \$475.00. *See* <http://www.nationallawjournal.com/id=1202636785489/Billing-Rates-Across-theCountry?slreturn=20170114104418> (last accessed June 26, 2024). Moreover, counsel for Defendant FDU, Troutman Sanders (referenced in the same survey) had a high partner rate of \$975.00 per hour in 2014. *Id.*

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

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

67. 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. N; Firm Resume of Bursor & Fisher, P.A.). We have successfully obtained similar settlements for students in *Fittipaldi v. Monmouth University*, No. 3:20-cv-05526 (D.N.J.); *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); *Rocchio v. Rutgers, The State University of New Jersey*, Case No. MID-L-003039-20 (Sup. Ct. Middlesex Cnty. 2022); *Fiore v. The University of Tampa*, Case No. 20-cv-0374 (S.D.N.Y. 2020); *Ninivaggi et al v. University of Delaware*, Case No. 1:20-cv-01478-SB (D. Del. 2020); *Metzner v. Quinnipiac University*, Case 3:20-cv-00784-KAD (D. Conn. 2020).

68. My firm has also been recognized by courts across the country for its expertise. (*See* Ex. N); *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.")²; *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

² 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.

permission to access their contact list).

69. 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.

70. Based on the foregoing, a total fee and expense award of \$500,000 represents a fee enhancement of approximately 1.045 multiplier applied to Class Counsel's lodestar. This fee enhancement or multiplier is well within the accepted range that courts apply in New Jersey and elsewhere. Moreover, the fee enhancement becomes even smaller when accounting for additional time Class Counsel expects to incur going forward to bring the Settlement to conclusion, including the upcoming fairness hearing.

71. After the material matters of the Settlement were agreed upon, Class Counsel also negotiated an agreement that, subject to Court approval, Defendant would pay an amount to each Plaintiff of \$5,000.00 in recognition of their efforts in prosecuting these claims on behalf of the Settlement Class.

72. I believe Steven Doval, Melissa Cuello, and Ceana Cuello's active involvement in this case was critical to its ultimate resolution. Class Counsel consulted with all three Plaintiffs throughout the investigation, filing, prosecution and settlement of this action. The Plaintiffs were provided with drafts of complaints and settlement documents prior to finalization and provided comments and input thereto. They took their roles as class representatives seriously, devoting significant amounts of time and effort to protecting the interests of the class. Without their willingness to assume the risks and responsibilities of serving as class representatives, I do not believe such a strong result could have been achieved.

73. Steven Doval, Melissa Cuello, and Ceana Cuello equipped my firm with critical details regarding their experiences with Defendant. They assisted my firm in investigating their

claims, detailing their experiences at FDU during the Spring 2002 Semester, supplying supporting documentation, aiding in drafting the Complaint, and producing documents in formal discovery. Steven Doval, Melissa Cuello, and Ceana Cuello were prepared to testify at deposition and trial, if necessary. And they were actively consulted during the settlement process.

74. In short, Steven Doval, Melissa Cuello, and Ceana Cuello assisted my firm in pursuing this action on behalf of the class, and their involvement in this case has been nothing short of essential.

75. Their participation in this action also subjected Plaintiffs to unusual risk. Plaintiffs lent their names to this case and thus subjected themselves to potential public attention or even possible ridicule given the highly divisive atmosphere and volatile politics during the Covid-19 pandemic. In spite of this, Plaintiffs were willing to bring a claim against the University where they (or in the case of Melissa Cuello, her daughter) were enrolled and to put their reputations at risk, particularly within the FDU community.

76. I believe the Settlement reached in this matter is an excellent result. I consider the Settlement Agreement to be fair, adequate, and reasonable, and believe it to be in the best interests of the Class as a whole. I also believe the attorneys' fees and expenses are within the acceptable range given the scope, risk, and complexity of the litigation and thus they should be approved by the Court.

I certify under penalty of perjury that the above and foregoing are true and accurate.

Executed this 28th day of June, 2024 at New York, New York.

/s/ Philip L. Fraietta
Philip L. Fraietta

EXHIBIT A

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is entered into on this ____ day of March, 2024, by and among Plaintiffs, Steven Doval, Melissa Cuello, and Ceana Cuello (collectively, “Plaintiffs” and/or “Class Representatives”), on behalf of themselves, individually, and the Settlement Class (as defined herein), on the one hand, and Fairleigh Dickinson University (“Defendant” or “FDU”), on the other hand. The Plaintiffs and the Defendant are collectively referred to herein as the “Parties.”

I. RECITALS

1.1 **WHEREAS**, on August 25, 2020, Plaintiffs Steven Doval¹, Melissa Cuello, and Ceana Cuello filed the above-captioned putative class action complaint in the Superior Court of New Jersey, Bergen Vicinage (the “Action”).

1.2 **WHEREAS**, the Complaint filed in the Action alleged that FDU should have refunded tuition and fees to certain individuals for a portion of the Spring 2020 academic semester, after FDU transitioned to a remote learning format in order to comply with Governor Murphy’s executive order requiring all New Jersey institutions of higher education to cease in-person instruction to reduce the spread of COVID-19.

1.3 **WHEREAS**, based on FDU’s decision to transition to remote learning, Plaintiffs have asserted claims on behalf of themselves and have sought to assert claims on behalf of others similarly situated for breach of contract, unjust enrichment, conversion, and for money had and received.

1.4 **WHEREAS**, on October 29, 2020, Defendant filed a motion to dismiss, arguing among other points, that the Complaint alleges impermissible educational malpractice claims,

¹ On May 18, 2020, Plaintiff Steven Doval filed an action in the United States District Court for the District of New Jersey. That matter was voluntarily dismissed on August 24, 2020.

and that the Complaint failed to identify any promise to provide in person instruction or any duty owed by FDU to provide a refund to students.

1.5 **WHEREAS**, on December 4, 2020, Plaintiffs filed their opposition to Defendant's motion to dismiss.

1.6 **WHEREAS**, on February 5, 2021, following oral argument, the Court denied Defendant's motion to dismiss.

1.7 **WHEREAS**, on February 19, 2021, Defendant filed an answer to the Complaint, denying the allegations and asserting 24 affirmative defenses.

1.8 **WHEREAS**, the Parties have engaged in formal discovery, including propounding and responding to requests for the production of documents and interrogatories.

1.9 **WHEREAS**, in discovery FDU produced approximately 4,788 pages of documents for Plaintiffs' review and Plaintiffs produced 27 pages of documents for FDU's review.

1.10 **WHEREAS**, during the discovery phase, Plaintiffs' Counsel and counsel for FDU initiated settlement discussions to resolve the litigation.

1.11 **WHEREAS**, on June 1, 2022, the Parties requested a brief stay of all case management deadlines to allow the Parties to focus their efforts on facilitating a potential resolution.

1.12 **WHEREAS**, on May 25, 2022 and February 15, 2023, the Parties participated in full-day mediation sessions before a third-party neutral, Hon. Frank A. Buczynski, Jr. (Ret.) in an attempt to resolve this action.

1.13 **WHEREAS**, although the two (2) mediation sessions were unsuccessful, the Parties maintained an open dialogue regarding potential resolution.

1.14 **WHEREAS**, in the ensuing months, the Parties continued their settlement dialogue directly.

1.15 **WHEREAS**, after extensive, vigorous discussions and arm's-length negotiations, and numerous exchanges of information and settlement proposals, the Parties were able to reach an agreement to resolve the Action, which Plaintiffs and their Counsel believe provides benefits to the Settlement Class, is fair, reasonable and adequate, and is in the best interests of Plaintiffs and Settlement Class Members.

1.16 **WHEREAS**, Plaintiffs believe that the claims asserted in the Action against Defendant have merit and that they would have prevailed at class certification, summary judgment, and/or trial.

1.17 **WHEREAS**, Defendant believes the claims asserted in the Action lack merit.

1.18 **WHEREAS**, Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiffs may not prevail and they also recognize the expense and delay associated with continued prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals.

1.19 **WHEREAS**, Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation, and believe it is desirable that the Released Claims, as further defined herein, be fully and finally compromised, settled, and resolved with prejudice.

1.20 **WHEREAS**, based on their evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

1.21 **WHEREAS**, at all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action, and maintained its opposition to certification of a litigation class.

1.22 **WHEREAS**, given the uncertainty and risks inherent in any litigation, the desire to avoid the expenditure of further legal fees and costs, the benefits that the class members will receive from a negotiated settlement, and Defendant's commitment to providing a quality and affordable personalized education experience for all students, Defendant has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement.

1.23 **WHEREAS**, this Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a litigation class.

1.24 **WHEREAS**, this Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and each of them, and Defendant, by and through its undersigned counsel that, subject to final approval of the Court after preliminary approval as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and

fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

II. DEFINITIONS

As used in this Settlement Agreement, the following capitalized terms have the meanings specified below. Unless otherwise indicated, defined terms include the plural as well as the singular.

2.1 “Action” means the class action lawsuit titled *Steven Doval, et al., v. Fairleigh Dickinson University*, Docket No. BER-L-004966-20, pending in the Superior Court of New Jersey, Law Division, Bergen County.

2.2 “Alternate Judgment” means a form of final judgment that may be entered by the Court herein but in a form other than the form of Judgment provided for in this Agreement and where none of the Parties elects to terminate this Settlement by reason of such variance.

2.3 “Approved Claim” means a Claim Form submitted by a Settlement Class Member (defined below) that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

2.4 “Cash Award(s)” means the pro rata portion of cash compensation in an amount up to \$155.00 payable by the Settlement Administrator from funds provided by Defendant, that each Settlement Class Member who has timely submitted a claim and has not opted-out of the Settlement shall be entitled to receive.

2.5 “Claimant” means any Class Member who seeks a Cash Award payment by submitting a Claim Form pursuant to this Settlement Agreement.

2.6 “Claim Form” means the document substantially in the form attached hereto as Exhibit A, to be completed and submitted by Settlement Class Members who wish to file a claim seeking to recover the Cash Award described in this Settlement Agreement. The Claim Form, which shall be available in electronic and paper format in the manner described below, may be modified by the Court in the Preliminary Approval Order, or to meet the requirements of the Settlement Administrator.

2.7 “Claim Deadline” means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date no later than forty-five (45) days after the Final Approval Hearing. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

2.8 “Class Counsel” means Philip L. Fraietta and Alec Leslie of Bursor & Fisher, P.A., Antonio Vozzolo of Vozzolo LLC, and Ronald A Marron of the Law Offices of Ronald A. Marron, APLC.

2.9 “Class Representatives” means the named Plaintiffs in this Action, Steven Doval, Melissa Cuello, and Ceana Cuello.

2.10 “Court” means the Superior Court of New Jersey, Law Division, Bergen County.

2.11 “Defendant” means FDU.

2.12 “Defendant’s Counsel” means Angelo A. Stio III of Troutman Pepper Hamilton Sanders, LLP.

2.13 “Effective Date” or means the date ten (10) business days after which all of the events and conditions specified in Paragraph 11.1 have been met and have occurred.

2.14 “Escrow Account” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be

deposited by Defendant into the Escrow Account in accordance with the terms of this Agreement and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

2.15 “Fee and Expense Award(s)” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

2.16 “Final” means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

2.17 “Final Approval Hearing” or “Fairness Hearing” means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee and Expense Award, and the Incentive Awards to the Class Representatives.

2.18 “Final Approval Order” means the Court order that approves this Settlement Agreement and makes such other final rulings as are contemplated by this Settlement Agreement.

2.19 “Final Judgment” means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

2.20 “Incentive Award(s)” means any payment to be made to the Class Representatives as set forth in this Settlement Agreement, subject to the approval of the Court, in recognition for the named Plaintiffs’ time and effort in prosecuting the Action and shall be paid out of the Settlement Fund.

2.21 “Notice” or “Class Notice” means the Court-approved form of notice of this proposed Settlement Agreement, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement², which is consistent with the requirements of New Jersey Court Rule 4:32-2(e)(1)(B) and due process, and is substantially in the forms attached hereto as Exhibits “B”, “C”, and “D,” informing them of, among other things, the (i) preliminary approval of the Settlement; (ii) scheduling of the Final Approval Hearing; (iii) opportunity to submit a claim; (iv) opportunity to submit an objection; and (v) opportunity to request exclusion.

2.22 “Notice Date” means the date by which the Notice set forth in Paragraph 5.1 is complete, which shall be no later than twenty-eight (28) days after Preliminary Approval.

2.23 “Objection” is the written communication that a Settlement Class Member may file with the Court in order to object to this Settlement Agreement as provided for in § VI of this Settlement Agreement.

2.24 “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than sixty (60) calendar days after the Notice Date and no sooner than fourteen (14) calendar days after papers supporting the

² Notice, however, may be modified as necessary to comply with the provisions of any order of Preliminary Approval entered by the Court.

Fee and Expense Award are filed with the Court and posted to the settlement website listed in Paragraph 5.1(d), or such other date as ordered by the Court.

2.25 “Out-of-Pocket Tuition and Fees” means (1) the total amount of tuition and fees paid to FDU by or on behalf of a Settlement Class Member, discounted by any reduction in tuition, and (2) minus any unpaid balances related to the Spring 2020 term as reflected on the Settlement Class Member’s account with FDU. Out-of-Pocket Tuition and Fees does not include any payments for parking and/or room and board, including meal plans that were paid to FDU during the Spring 2020 Semester.

2.26 “Parties” means the Plaintiffs and Defendant.

2.27 “Person” means, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, affiliates, parents, predecessors, successors, representatives, or assigns, subsidiaries, insurers, and their past, present and future directors, officers, shareholders, members, faculty, employees, agents, and attorneys both individually and in their capacities as directors, officers, shareholders, members, employees, agents, and attorneys. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

2.28 “Plaintiffs” means Steven Doval, Melissa Cuello, and Ceana Cuello, and the Settlement Class Members.

2.29 “Preliminary Approval” means the Court has entered an order certifying the Settlement Class for settlement purposes, preliminarily approving the terms and conditions of this Settlement Agreement, including the manner of providing and content of Notice to Settlement Class Members.

2.30 “Preliminary Approval Order” means the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and approving the Settlement Notice Plan.

2.31 “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, charges, complaints, liabilities, rights, causes of action, suits, obligations, liens, judgments, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, injunctive relief, declaratory relief, equitable relief, expenses, costs, attorneys’ fees and or obligations (including “Unknown Claims,” as defined below), and all other legal responsibilities in any form or nature, whether in law or in equity, accrued or un-accrued, direct, individual or representative, of every nature and description whatsoever, whether based on state, local or federal statute, ordinance, regulation, or claim at common law or in equity, or any other law, rule or regulation, whether past, present or future, known or unknown, asserted or unasserted, against the Released Parties, including but not limited to, any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, claims, liabilities, or failures to act regarding FDU’s actions or decisions in respect to the Spring 2020 academic term, including ceasing physically in-person, on-campus education and services and transitioning to a remote format for the Spring 2020 academic term, including but not limited to all claims that were brought or could have been brought in the Action relating to any and all Releasing Parties.

2.32 “Released Parties” means Defendant, FDU, as well as any and all of its respective current, former, and future heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, divisions, related corporate entities, employers, agents, consultants, independent contractors, insurers, and

all of their respective current, future, and former employees, directors, trustees, faculty, staff, administrators, board members, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, insurers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, agents, executors, trusts, corporations, customers, and all third party service providers or entities identified as FDU's agents and/or independent contractors in this Action.

2.33 "Releasing Parties" means Plaintiffs, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, family members, lenders, funders, payors, 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, firms, trusts, limited liability companies, partnerships and corporations.

2.34 "Request for Exclusion" means the written communication that must be sent to the Settlement Administrator and postmarked on or before the Objection/Exclusion Deadline by a Settlement Class Member who wishes to be excluded from the Settlement Class.

2.35 "Settlement Administration Expenses" means the expenses incurred by the Settlement Administrator in providing Notice, responding to inquiries from members of the Settlement Class, receiving information, mailing checks, and related services, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

2.36 “Settlement Administrator” means RG/2 Claims Administration, LLC, or such other reputable administration company that has been selected by Plaintiffs and is reasonably acceptable to Defendant, and approved by the Court to perform the duties set forth in this Agreement, including but not limited to serving as escrow agent for the Settlement Fund, overseeing the 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 thereon) 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 as defined herein to disclose to Class Counsel and the Settlement Administrator all information required by the Settlement Administrator to perform the duties and functions ascribed to it herein, consistent with the written consent provisions of the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

2.37 “Settlement Class Members,” “Class Members,” “Class,” or “Settlement Class” means all people who paid Defendant Spring 2020 Semester tuition and fees or who benefitted from the payment, and whose tuition and fees have not been refunded. Excluded from the Settlement Class will be: (a) all students who were enrolled entirely in an on-line program during the Spring 2020 Semester, (b) all students whose gift, aid (not including loans) or scholarships, regardless of source, equaled or exceeded the cost of tuition and fees for the Spring 2020 Semester, (c) persons who timely and properly exclude themselves from the Class as provided herein, and (d) the Court, the Court’s immediate family, and Court staff.

2.38 “Settlement Fund” means the fund that shall be established by or on behalf of Defendant in the total amount of up to one million five hundred thousand dollars (\$1,500,000.00 USD) to be deposited into the Escrow Account, according to the schedule set forth herein, plus

all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Cash Awards to Settlement Class Members, Settlement Administration Expenses, any Incentive Awards to the Class Representatives, any Fee and Expense Award to Class Counsel, and any other costs, fees or expenses approved by the Court. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the listed payments are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. The Settlement Fund shall be used to satisfy Defendant's monetary obligations under this Agreement. The payment of the sums into the Settlement Fund by Defendant fully discharges the Defendant and the other Released Parties' financial obligations (if any) in connection with the Settlement, meaning that no Released Party shall have any other obligation to make any payment into the Escrow Account or to any Class Member, or any other Person, under this Agreement. In no event shall the total monetary obligation with respect to this Agreement on behalf of Defendant exceed one million five hundred thousand dollars (\$1,500,000.00 USD).

2.39 "Settlement Notice Plan" or "Notice Plan" means the Settlement Administrator's plan to disseminate Class Notice to Settlement Class Members, as described in § V below.

2.40 "Settlement Website" means a website operated and maintained by the Settlement Administrator solely for purposes of making available to the Settlement Class Members the Class Notice, documents, information, and online claims submission process referenced in § V, below.

2.41 "Spring 2020 Semester" means the Spring 2020 academic semester at FDU, which commenced on or about January 4, 2020, and concluded on May 18, 2020.

2.42 “Unknown Claims” means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

III. SETTLEMENT CONSIDERATION AND RELIEF

3.1 **Payments to Settlement Class Members.** In full, complete, and final settlement and satisfaction of the Action and all Released Claims, and subject to all of the terms, conditions, and provisions of this Settlement Agreement, FDU agrees to provide the following consideration to Settlement Class Members who submit a valid and timely Claim Form to the Settlement Administrator:

(a) Defendant shall within thirty (30) days following the date of Final Judgment pay or cause to be paid into the Escrow Account the amount of the Settlement Fund (up to \$1,500,000.00), specified in Paragraph 2.38 of this Agreement less: (i) any amounts previously invoiced and paid to the Settlement Administrator in accordance with §§ V and VII.

(b) The Settlement Fund shall be applied to pay in full and in order: (i) any necessary taxes and tax expenses; (ii) all other Settlement Administration Expenses, including costs of providing notice to the Class Members and processing claims; (iii) any Fee and Expense Award made by the Court to Class Counsel; (iv) any class representative Incentive Awards approved by the Court to the Class Representatives; and (v) payments to Claimants who have filed a valid claim and any others as allowed by this Agreement and to be approved by the Court.

(c) Each Settlement Class Member seeking to receive a payment from the Settlement Fund in a pro rata amount not to exceed a total of \$155.00 per student in attendance, shall complete and submit a Claim Form to the Settlement Administrator on or before the Claims Deadline. The Claim Form shall require the Settlement Class Member to state the Settlement Class Member's name, affirm that the Settlement Class Member paid Defendant Out-Of-Pocket Tuition and Fees (that is, payments to Defendant exclusive of gift aid (not including loans), regardless of source) an amount up to \$155.00, and affirm that either (i) no other individual paid tuition and fees on the Settlement Class Members behalf during the Spring 2020 Semester for which reimbursement is being sought; or (ii) no other Settlement Class Member will submit a claim relating to the specific student in attendance. The Settlement Class Member shall verify the information on the Claim Form with a statement that the information is true and correct to the best of the Settlement Class Member's information, knowledge, and belief.

(d) Payments to all Settlement Class Members who submit a valid, timely Claim Form shall be made within fifty (50) days after the Effective Date.

(e) All Cash Awards issued to Settlement Class Members via check will state on the face of the check that funds not cashed within one hundred eighty (180) days after the date of issuance shall revert to the Defendant and be used for scholarships for the benefit of students in financial need, as a *cy pres*. Checks shall be sent to Defendant's last known or available address of record for each Class Member (or any updated address identified by the Settlement Administrator in connection with issuing Notice) and shall be valid for one hundred eighty (180) days. In the event that the Settlement Fund is not exhausted by submitted Claims or Cash Awards, Settlement Administration Expenses, Fee and Expense Awards, and Incentive Awards, the remainder of the Settlement Fund shall revert to Defendant and be used for scholarships to benefit students in need, as a *cy pres*.

(f) Plaintiffs understand and agree that Plaintiffs and Settlement Class Members would not receive the monies and/or benefits specified in this Agreement, except for Plaintiffs' execution of this Agreement and the fulfillment of the promises contained herein.

IV. RELEASE

4.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

4.2 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, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

V. NOTICE TO THE CLASS

5.1 The Notice Plan shall consist of the following:

(a) *Settlement Class List*. No later than twenty-eight (28) calendar days from the execution of this Settlement Agreement, Defendant shall produce an electronic list from its records that includes the names, last known U.S. Mail addresses, and email addresses, to the

extent available, belonging to Persons within the Settlement Class. This electronic document shall be called the "Class List," and shall be provided to the Settlement Administrator for the purpose of giving notice to the Settlement Class Members and shall not be used for any other purpose. No later than five (5) business days after the Objection/Exclusion Deadline, Defendant will provide to the Settlement Administrator a list of the total amount of Out-of-Pocket Tuition and Fees paid by or on behalf of each Settlement Class Member for the Spring 2020 Semester.

(b) *Direct Notice via Email.* No later than twenty-one (21) calendar days from entry of the Preliminary Approval Order, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B to all Settlement Class Members for whom a valid email address is in the Class List. An additional e-mail will be sent within 30 days of the initial e-mail notice. To ensure a high degree of deliverability of the email notice and to avoid spam filters, the Claims Administrator must utilize industry-recognized best practices and comply with the Can-Spam Act. The Email Notice shall have a hyperlink that Class Member recipients may click and be taken to a landing page on the Settlement Website, prepopulated with Class Member data, if practicable. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, if possible, correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice.

(c) *Direct Notice via U.S. Mail.* No later than the twenty-eight (28) calendar days from entry of the Preliminary Approval Order, the Settlement Administrator shall send notice substantially in the form attached as Exhibit C via First Class U.S. Mail to all Settlement Class Members who did not receive an email pursuant to Paragraph 5.1(b), above. In addition to the notice required by the Court, the Parties may jointly agree to provide additional notice to the members of the Settlement Class. For any Notice that is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if

any, provided by the Postal Service or—if no forwarding address is provided on the returned mail—shall re-mail the notice after performing a “skip trace.”

(d) *Settlement Website.* Within ten (10) business days from entry of the Preliminary Approval Order, the Settlement Administrator shall establish and maintain a Settlement Website, that shall provide Settlement Class Members with the ability to update their mailing addresses and will: (i) notify the Settlement Class of their rights to opt out or exclude themselves from the Settlement Class; (ii) notify the Settlement Class of their right to object to this Agreement; (iii) notify the Settlement Class that no further notice will be provided to them that the Settlement has been approved; (iv) inform the Settlement Class that they should monitor the Settlement Website for further developments; (v) inform the Settlement Class of their right to attend the Final Approval Hearing conducted by the Court; (vi) include any required notice of any motion(s) made by Class Counsel for any Attorneys’ Fee and Expense Award or Incentive Awards (when available); (vii) include a copy of this Agreement, the Preliminary Approval Order, the Claim Form, and the Notice substantially in the form attached hereto as Exhibit D; (viii) include copies of the material documents that are filed publicly with the Court in connection with the Settlement or any other pertinent case documents; (ix) state the means by which Settlement Class Members may communicate with the Claims Administrator (including but not limited to the Claims Administrator’s business name, address, a toll-free telephone number, and e-mail address); (x) contain a set of Frequently Asked Questions and corresponding answers, (xi) provide instructions on how to submit a Claim Form (both electronically and by mail); and (xi) include any other information or materials that may be required by the Court and/or agreed to by the Parties. The Claims Administrator shall secure a URL for the Settlement Website selected and approved by the Parties. The Settlement Website shall remain active for 90 calendar days after the Settlement Effective Date.

(e) *Toll-Free Interactive Voice Response (“IVR”)*. On or before the Notice Date, the Settlement Administrator shall establish a Toll-Free IVR phone number with script recordings of information about this Settlement, including information about the Claim Form, utilizing the relevant portions of the language contained in the Notice and Claim Form. The phone number shall remain open and accessible through the Claim Deadline. The Settlement Administrator shall make reasonable provision for Class Counsel to be promptly advised of recorded messages left on the phone number by potential Settlement Class Members concerning the Action and/or this Settlement, so that Class Counsel may timely and accurately respond to such inquiries; provided however, the Settlement Administrator shall review the recorded messages before providing them to Class Counsel, and if one or more of the messages requests a blank Claim Form or other similar administrative assistance only, then the Settlement Administrator shall handle such administrative request(s), but the Settlement Administrator shall provide all other messages to Class Counsel for any further response to the Settlement Class Member.

5.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall also advise the Settlement Class of their ability to seek to quash the ordered disclosure of their Out-of-Pocket Tuition and Fees to the Settlement Administrator. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court’s electronic filing

system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to the Settlement Administrator, with copies to Class Counsel and Defendant's Counsel.

VI. EXCLUSIONS AND OBJECTIONS

6.1 Class Members shall have the right to object to the Court's granting final approval to this Agreement. To be considered, any objection must be made in writing, must be filed with the Court, must be mailed or delivered to the Settlement Administrator at the address provided in the Notice, with copies to Class Counsel and Defense Counsel, received no later than the Objection/Exclusion Deadline, and must include the following: (i) the name of the Action; (ii) the objector's full name, address and telephone number; (iii) the basis upon which the objector claims to be a Class Member (iv) a written statement of all legal and factual grounds for the objection, including copies of any documents relied upon; (v) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the objection ("Objecting Attorneys"); (vi) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (vii) the identity of any counsel who will appear at the Final Approval Hearing on the objector's behalf; (viii) a list of any witnesses the objector wishes to call to testify, or any documents or exhibits the objector or the objector's counsel may use, at the Final Approval Hearing; (ix) the number of class actions in which the objector or his or her counsel have filed an objection in the last five (5) years; and (x) the objector's signature. If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any Class Member who fails to file a timely written objection and notice of his or her

intent to appear at the Final Approval Hearing pursuant to this Paragraph (6.1) or as detailed in the Notice shall not be permitted to object to the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement by appeal or other means.

6.2 Any Party shall have the right to respond to any objection by filing a response with the Court and serving a copy on the objector (or counsel for the objector) and counsel for the other Parties no later than three (3) days before the Fairness Hearing.

6.3 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing their name and address, a signature, the name and number of the case, and a statement that they wish to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by each Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

6.4 Within five (5) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide to Defense Counsel and Class Counsel a list of all Persons who opted out by requesting exclusion pursuant to § VI. Any Party shall have the right to challenge the timeliness and validity of any request for exclusion. The Court shall determine whether any contested request is timely and valid.

6.5 The Final Approval Hearing shall be no earlier than ninety (90) calendar days after the Notice Plan described in Paragraph 5.1 is provided.

6.6 Any Settlement Class Member who does not, in accordance with the terms and conditions of this Agreement, seek exclusion from the Settlement Class will be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

VII. SETTLEMENT ADMINISTRATION

7.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with regular reports at weekly intervals containing information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the

Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members. Without limiting the foregoing, the Settlement Administrator shall:

- (a) Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the Objection/Exclusion Deadline;
- (b) Provide Class Counsel and Defendant's Counsel with drafts of all administration related documents, including but not limited to Notices, follow-up class notices or communications with Settlement Class Members, telephone scripts, website postings or language or other communications with the Settlement Class, at least five (5) business days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant's Counsel agree to waive this requirement in writing on a case by case basis; and
- (c) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

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

7.3 Defendant, the Released Parties, and Defendant's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the

management, investment, or distribution of the Settlement Fund; (iii) the allocation of Settlement Funds 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; 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.

7.4 All taxes and tax expenses shall be paid out of the Settlement Fund, and shall be timely paid by the Settlement Administrator pursuant to this Agreement and 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 this Agreement 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 herein. The Released Parties shall have no responsibility or liability for the acts or omissions of the Settlement Administrator or its agents with respect to the payment of taxes or tax expenses.

7.5 The Settlement Administrator shall protect the privacy of any personally identifiable information it receives in the course of administering the duties provided by this Agreement, and it shall comply with all laws regarding data privacy protection and data security.

7.6 All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully carried out.

VIII. TERMINATION OF SETTLEMENT

8.1 Subject to Paragraphs 11.1-11.3 below, Defendant or the Class Representatives on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court’s refusal to grant Preliminary Approval of this Agreement in any material respect³; (ii) the Court’s refusal to grant final approval of this Agreement in any material respect; (iii) the Court’s refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Appellate Division or the Supreme Court of New Jersey; or (v) the date upon which an Alternate Judgment, as defined in Paragraphs 2.2 and 11.1(d) of this Agreement is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

8.2 If more than three hundred (300) members of the Settlement Class opt out or request exclusion from the Settlement Class in accordance with Paragraph 6.3, Defendant shall have the option, in its sole discretion, to void this Agreement by providing written notice of the election to do so (“Opt Out Termination Notice”) to all other Parties hereto within twenty-one (21) days of the Objection/Exclusion Deadline.

8.3 Defendant shall bear all reasonable and necessary costs incurred in connection with the implementation of this Class Action Settlement Agreement up until its termination. Neither the Class Representatives nor Class Counsel shall be responsible for any such settlement-related costs.

³ Without limitation any alteration to the following provisions would be considered material: Sections 2.31, 2.32, 2.33, 2.38, 3.1, 4.1, 4.2, 6.3, 8.1, and 8.2.

8.4 In the event that this Agreement is not approved by the Court or the settlement set forth in this Stipulation is terminated or fails to become effective in accordance with its terms, any reasonable costs associated with the Class Action Settlement Administrator or administration incurred prior to that time will be paid by FDU.

IX. CERTIFICATION OF THE SETTLEMENT CLASS, PRELIMINARY APPROVAL ORDER, AND FINAL APPROVAL ORDER

9.1 The Parties agree, for settlement purposes only (and without any finding or admission of any wrongdoing or fault by Defendant) that the Settlement Class shall be certified and proceed as a class action under New Jersey Court Rule 4:32, with a class consisting of all Settlement Class Members, and with Plaintiffs as Class Representatives and with Class Counsel as counsel for the Settlement Class Members.

9.2 The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Settlement Class definition would be appropriate for a litigation class, nor would Defendant be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the status quo ante, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by Defendant in connection with the Settlement may be used by Plaintiffs, any person in the Settlement Class, or any other person to establish any of

the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

9.3 Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice for dissemination substantially in the form of Exhibits B, C, and D hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of Defendant.

9.4 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

9.5 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members, for

purposes of New Jersey Court Rule 4:32-2(e)(1)(C); direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) complied with all laws and applicable legal requirements, including but not limited to, New Jersey Court Rule 4:32-2(e)(1)(B) and due process;

(d) find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(i) incorporate any other provisions, as the Court deems necessary and just.

X. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARDS

10.1 Defendant agrees that Class Counsel may apply for an award of attorneys' fees, costs, and expenses from the Settlement Fund not to exceed one-third (33.3%) of the Settlement Fund (or five hundred thousand dollars (\$500,000.00)). 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.

10.2 The Fee and Expense Award shall be payable by the Settlement Administrator within thirty (30) days after entry of the Court's Final Judgment, subject to Class Counsel each executing a stipulated Undertaking Regarding Attorneys' Fees and Costs (an "Undertaking") substantially in the form attached hereto as Exhibit E, and providing all payment routing information and tax I.D. numbers for Class Counsel. Each Undertaking shall be substantively identical to the stipulated undertaking approved by the Court in *Taylor v. Trusted Media Brands, Inc.*, S.D.N.Y., Case No. 16-cv-01812-KMK (Dkt. No. 70-1, Ex. E). Payment of the Fee and Expense Award shall be made from the Settlement Fund by wire transfer to Class Counsel, in accordance with wire instructions to be provided by Bursor & Fisher, P.A., and completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s) then Class

Counsel shall return such funds to the Defendant. Additionally, should any parties to an Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Class Members, those parties shall execute a new undertaking guaranteeing repayment of funds within fourteen (14) calendar days of such an occurrence.

10.3 Defendant agrees that the Class Representatives may apply for an incentive award from the Settlement Fund, in addition to any settlement payment as a result of an Approved Claim pursuant to this Agreement, and in recognition of their efforts on behalf of the Settlement Class, in the amount of not more than five thousand dollars (\$5,000.00 USD) each. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. Class Representatives understand and acknowledge that they may receive no monetary payment, and their agreement to the Settlement is not conditioned on the possibility of receiving monetary payment. Such award shall be paid from the Settlement Fund (in the form of a check to the Class Representatives that is sent care of Class Counsel), within five (5) business days after the Effective Date.

XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

11.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be (10) business days after the date upon which the last (in time) of the following events occurs:

- (a) The Parties and their counsel have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered the Final Approval Order and has entered the Final

Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an Alternate Judgment, such Alternate Judgment becomes Final.

11.2 If some or all of the conditions specified in Paragraph 11.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 8.1 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Parties. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the attorneys' fees payment to Class Counsel and/or the incentive award set forth in § X above shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

11.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 8.1-8.2 or 11.1-11.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into. Within five (5) business days after written notification of termination as provided in this Agreement is sent to the other Parties, the Settlement Fund (including accrued interest thereon), less any Settlement Administration costs actually incurred, paid or payable and less any taxes and tax expenses paid, due or owing, shall be refunded by the Settlement Administrator to Defendant, based upon written instructions provided by Defendant's Counsel. In the event that the Final Settlement

Order and Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, Class Counsel shall, within thirty (30) days repay to Defendant, based upon written instructions provided by Defendant's Counsel, the full amount of the attorneys' fees and costs paid to Class Counsel from the Settlement Fund, including any accrued interest. In the event the attorney fees and costs awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, Class Counsel shall within thirty (30) days repay to Defendant, based upon written instructions provided by Defendant's Counsel, the attorneys' fees and costs paid to Class Counsel and/or Class Representatives from the Settlement Fund, in the amount vacated or modified, including any accrued interest.

11.4 Nothing shall prevent the Class Representatives and/or FDU from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of Final Approval of the Settlement.

XII. MISCELLANEOUS PROVISIONS.

12.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

12.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

12.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

12.4 Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein or any term, provision or definition therein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the settlement amount or the Fee and Expense Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them. Defendant,

while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that this settlement on the terms set forth herein is in Defendant's best interests;

(b) is, may be deemed, or shall be used, offered or received against any Released Party, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, or supporting the certification of a litigation class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder

represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

12.5 No person or entity shall have any claim against the Class Representatives, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel, and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

12.6 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

12.7 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

12.8 All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

12.9 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No

representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class unless such notice is required by the Court.

12.10 Except as otherwise provided herein, each Party shall bear its own costs.

12.11 Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same. Plaintiffs further represent and warrant that they have not filed, caused to be filed, or presently are a party to any claim against Defendant, except the Action, which will be dismissed with Prejudice pursuant to the terms of this Agreement. Plaintiffs agree to seek approval of this Agreement and dismissal of this Action with prejudice in its entirety as outlined in this Agreement.

12.12 The Parties agree that any public statement related to the settlement shall be substantially in the form attached hereto as Exhibit F. Unless otherwise agreed in writing, the parties shall limit public comment on the Settlement to the fact that there has been an amicable settlement, and in doing so may refer to the Settlement Agreement, Settlement Website, Notices, or may otherwise refer to and make representations in accordance with the Notice Plan. This Paragraph does not preclude Class Counsel from advising any Settlement Class Member.

12.13 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take

appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

12.14 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

12.15 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

12.16 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

12.17 This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey without giving effect to its conflict of laws provisions.

12.18 The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

12.19 Plaintiffs and Class Counsel shall continue to treat as confidential all financial and class-related materials provided to Class Counsel as part of the Parties' Settlement. Upon dismissal of this action, Plaintiffs and Class Counsel shall permanently delete from their files and/or return to Defendant's counsel any confidential files produced by Defendant in this Action. Provided, however, that nothing herein shall preclude Plaintiffs and Class Counsel from

describing those materials in public Court filings necessary to obtain Court approval of the Settlement.

12.20 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

12.21 Once the Parties and their counsel execute this Agreement, the Court will resolve any and all disputes that arise as to the interpretation or enforcement of this Agreement.

12.22 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Philip L. Fraietta, Bursor & Fisher, P.A., 1330 Avenue of the Americas, New York, NY 10019; Angelo Stio III, Troutman Pepper Hamilton Sanders, LLP, 301 Carnegie Center, Suite 400, Princeton, New Jersey 08543.


THE SIGNATORIES HAVE CAREFULLY READ THIS ENTIRE AGREEMENT WHICH CONTAINS RELEASES ON BEHALF OF THE PLAINTIFFS AND THE SETTLEMENT CLASS, THE PARTIES HAVE BEEN REPRESENTED BY COUNSEL THROUGHOUT THE NEGOTIATION OF THIS AGREEMENT, AND HAVE CONSULTED WITH THEIR ATTORNEYS BEFORE SIGNING THIS AGREEMENT. THE PARTIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT. THE ONLY PROMISES OR REPRESENTATIONS MADE TO ANY SIGNATORY ABOUT THIS AGREEMENT ARE CONTAINED IN THIS AGREEMENT.

HAVING ELECTED TO EXECUTE THIS AGREEMENT WHICH CONTAINS RELEASES ON BEHALF OF PLAINTIFFS AND THE SETTLEMENT CLASS TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THEREBY THE SETTLEMENT SUMS AND BENEFITS SET FORTH ABOVE, PLAINTIFFS, PERSONALLY AND ON BEHALF OF THE SETTLEMENT CLASS, FREELY AND KNOWINGLY AND AFTER DUE CONSIDERATION, ENTER INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS AS IDENTIFIED IN THIS AGREEMENT AGAINST RELEASED PARTIES. THE PARTIES ARE SIGNING THIS AGREEMENT VOLUNTARILY AND KNOWINGLY.

IT IS SO AGREED TO BY THE PARTIES:

Dated: March 20, 2024

Steven Doval

By: 
Steven Doval, individually and as representative of
the Class

Dated: _____

Melissa Cuello

By: _____
Melissa Cuello, individually and as representative
of the Class

Dated: _____

Ceana Cuello

By: _____
Ceana Cuello, individually and as representative of
the Class

Dated: _____

Fairleigh Dickenson University

By: _____


Name: _____

Title: _____

IT IS SO STIPULATED BY COUNSEL:

Dated: March 21, 2024

BURSOR & FISHER, P.A.

By: 
Philip L. Fraietta
pfraietta@bursor.com
BURSOR & FISHER, P.A.
1330 Avenue of the Americas
New York, New York 10019
Tel: (646) 837-7150
Fax: (212) 989-9163

Dated:

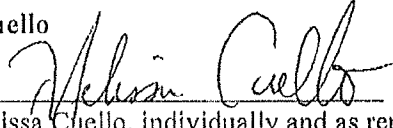
VOZZOLO LLC

By: _____

By: _____
Steven Doval, individually and as representative of
the Class

Dated: 3/21/24

Melissa Cuello

By: 
Melissa Cuello, individually and as representative
of the Class

Dated: _____

Ceana Cuello

By: _____
Ceana Cuello, individually and as representative of
the Class

Dated: _____

Fairleigh Dickenson University

By: _____

Name: _____

Title: _____

IT IS SO STIPULATED BY COUNSEL:

Dated: _____

BURSOR & FISHER, P.A.

By: _____
Philip L. Fraietta
pfraietta@bursor.com
BURSOR & FISHER, P.A.
1330 Avenue of the Americas
New York, New York 10019
Tel: (646) 837-7150
Fax: (212) 989-9163

Dated: _____

VOZZOLO LLC

By: _____

By: _____
Steven Doval, individually and as representative of
the Class

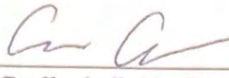
Dated: _____

Melissa Cuello

By: _____
Melissa Cuello, individually and as representative
of the Class

Dated: 3/28/24

Ceana Cuello

By:  _____
Ceana Cuello, individually and as representative of
the Class

Dated: _____

Fairleigh Dickenson University

By: _____
Name: _____
Title: _____

IT IS SO STIPULATED BY COUNSEL:

Dated: _____

BURSOR & FISHER, P.A.

By: _____
Philip L. Fraietta
pfraietta@bursor.com
BURSOR & FISHER, P.A.
1330 Avenue of the Americas
New York, New York 10019
Tel: (646) 837-7150
Fax: (212) 989-9163

Dated: _____

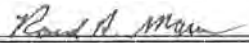
VOZZOLO LLC

By: _____

Antonio Vozzolo
avozzolo@vozzolo.com
Vozzolo LLC
345 Route 17 South
Upper Saddle River, New Jersey 074578
Tel: (201) 630-8820
Fax: (201) 604-8400

Dated:

LAW OFFICES OF RONALD A. MARRON, APLC

By: 
Ronald A. Marron (admitted *pro hac vice*)
ron@consumersadvocates.com
Law Offices Of Ronald A. Marron, APLC
651 Arroyo Drive
San Diego, California
Telephone: (619) 696-9006
Facsimile: (619) 564-6665

*Attorneys for Class Representatives and the
Settlement Class*

Dated: 4/3/24

TROUTMAN PEPPER HAMILTON SANDERS LLP

By: 
Angelo Stio III
angelo.stio@troutman.com

TROUTMAN PEPPER HAMILTON SANDERS LLP
301 Carnegie Center, Suite 400
Princeton, New Jersey 08543
Tel: (609) 951-4125

*Attorney for Defendant Fairleigh Dickinson
University*

By: _____
Steven Doval, individually and as representative of
the Class

Dated: _____

Melissa Cuello

By: _____
Melissa Cuello, individually and as representative
of the Class

Dated: _____

Ceana Cuello

By: _____
Ceana Cuello, individually and as representative of
the Class

Dated: 4/13/24

Fairleigh Dickinson University

By: 

Name: Frank Barra

Title: Senior Vice President & Chief Financial Officer

IT IS SO STIPULATED BY COUNSEL:

Dated: _____

BURSOR & FISHER, P.A.

By: _____
Philip L. Fraietta
pfraietta@bursor.com
BURSOR & FISHER, P.A.
1330 Avenue of the Americas
New York, New York 10019
Tel: (646) 837-7150
Fax: (212) 989-9163

Dated: 3-20-2024

VOZZOLO LLC

By: 

By: _____
Steven Doval, individually and as representative of
the Class

Dated: _____

Melissa Cuello

By: _____
Melissa Cuello, individually and as representative
of the Class

Dated: _____

Ceana Cuello

By: _____
Ceana Cuello, individually and as representative of
the Class

Dated: _____

Fairleigh Dickenson University

By: _____
Name: _____
Title: _____

IT IS SO STIPULATED BY COUNSEL:

Dated: _____

BURSOR & FISHER, P.A.

By: _____
Philip L. Fraietta
pfraietta@bursor.com
BURSOR & FISHER, P.A.
1330 Avenue of the Americas
New York, New York 10019
Tel: (646) 837-7150
Fax: (212) 989-9163

Dated: 3-20-2024

VOZZOLO LLC

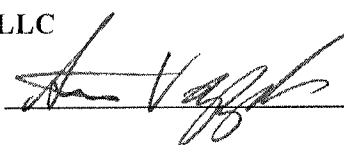
By:  _____

EXHIBIT B

Bursor & Fisher, P.A. - Fairleigh Dickinson Lodestar			
ATTY	HOURS	RATE	TOTAL
LTF	2	\$ 1,100.00	\$2,200.00
JIM	1.8	\$ 1,050.00	\$1,890.00
SNW	4.6	\$ 900.00	\$4,140.00
VAS	25.2	\$ 875.00	\$22,050.00
PLF	52.6	\$ 775.00	\$40,765.00
AML	81.6	\$ 725.00	\$59,160.00
RLM	0.4	\$ 500.00	\$200.00
JCD	36.7	\$ 500.00	\$18,350.00
CJB	2.4	\$ 400.00	\$960.00
RSR	2.6	\$ 350.00	\$910.00
EMW	2.1	\$ 350.00	\$735.00
JGM	10	\$ 350.00	\$3,500.00
AMW	0.1	\$ 350.00	\$35.00
SER	0.1	\$ 350.00	\$35.00
AEL	3.4	\$ 300.00	\$1,020.00
JMF	0.5	\$ 300.00	\$150.00
	226.1		\$156,100.00
		Expenses:	\$3,674.52
		Total:	\$159,774.52

EXHIBIT C

Bursor & Fisher, P.A. - Fairleigh Dickinson Expenses			
		\$400.00	Filing Fees
		\$2,950.00	Mediation Expenses
		\$324.52	Transcript Fees
		\$3,674.52	Total Expenses
Filing Fees			
DATE	MATTER	AMOUNT	DESCRIPTION
2020.05.18	Fairleigh Dickinson Tuition	\$400.00	Courts USDC NJ
		\$400.00	Total Filing Fees
Mediation Expenses			
DATE	MATTER	AMOUNT	DESCRIPTION
2022.04.21	Fairleigh Dickinson Tuition	\$2,500.00	Benchmark Resolution Services LLC
2023.03.23	Fairleigh Dickinson Tuition	\$450.00	Benchmark Resolution Services LLC
		\$2,950.00	Total Mediation Expenses
Transcript Fees			
DATE	MATTER	AMOUNT	DESCRIPTION
2021.02.10	Fairleigh Dickinson Tuition	\$324.52	Phoenix Transcription
		\$324.52	Total Transcript Fees

EXHIBIT D

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	\$1,895
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](#).



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

EXHIBIT E



Enterprise Legal Management Trends Report

INSIGHT INTO

7 KEY METRICS

JUNE 2022





Enterprise Legal Management Trends Report

INSIGHTS ARE BASED ON DATA DERIVED FROM

OVER
\$49 Billion
IN LEGAL SPENDING

MORE THAN
350,000
TIMEKEEPERS

MORE THAN
1.2 Million
MATTERS



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 States.

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.

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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.

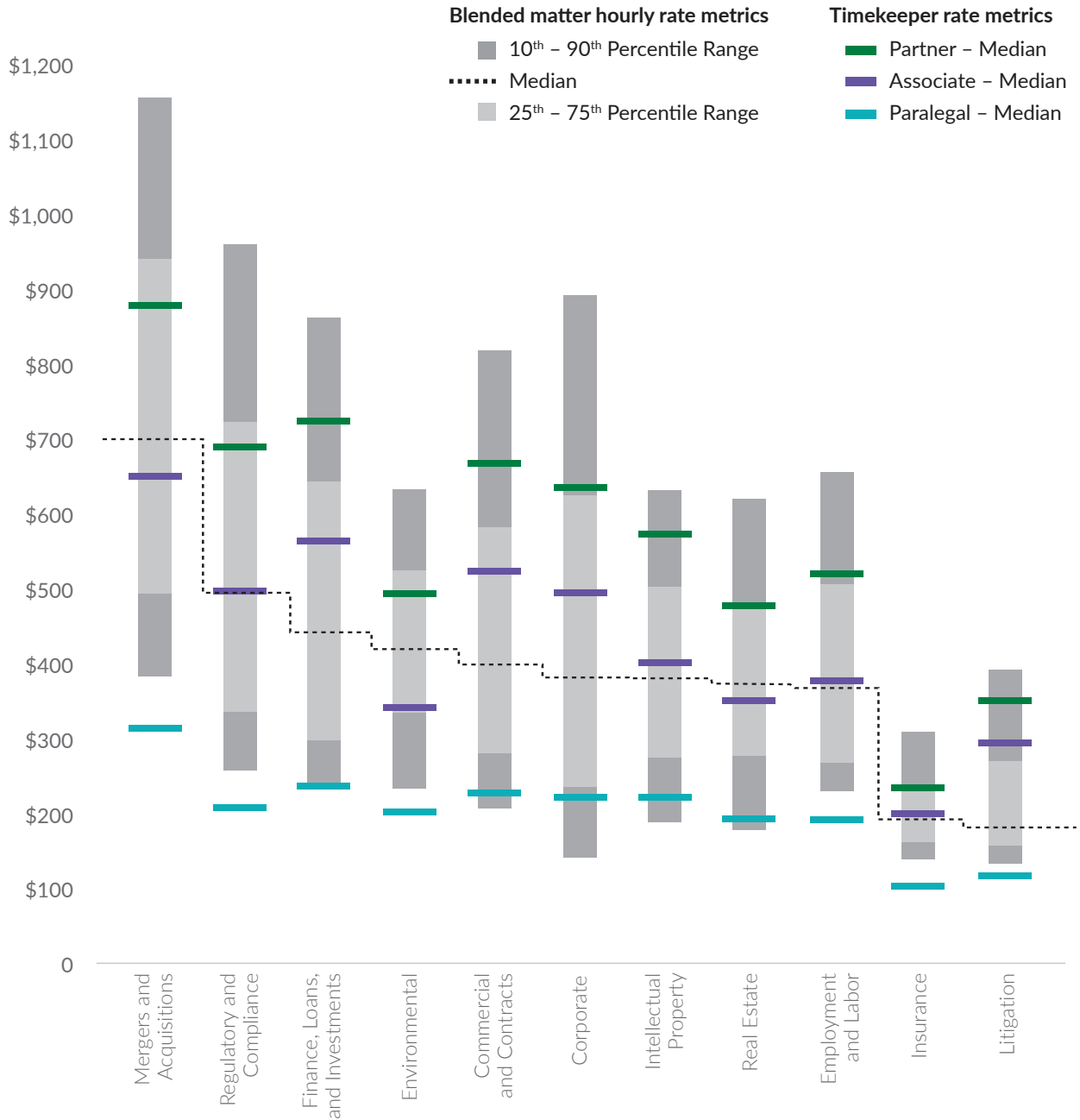
1A
KEY METRIC

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.

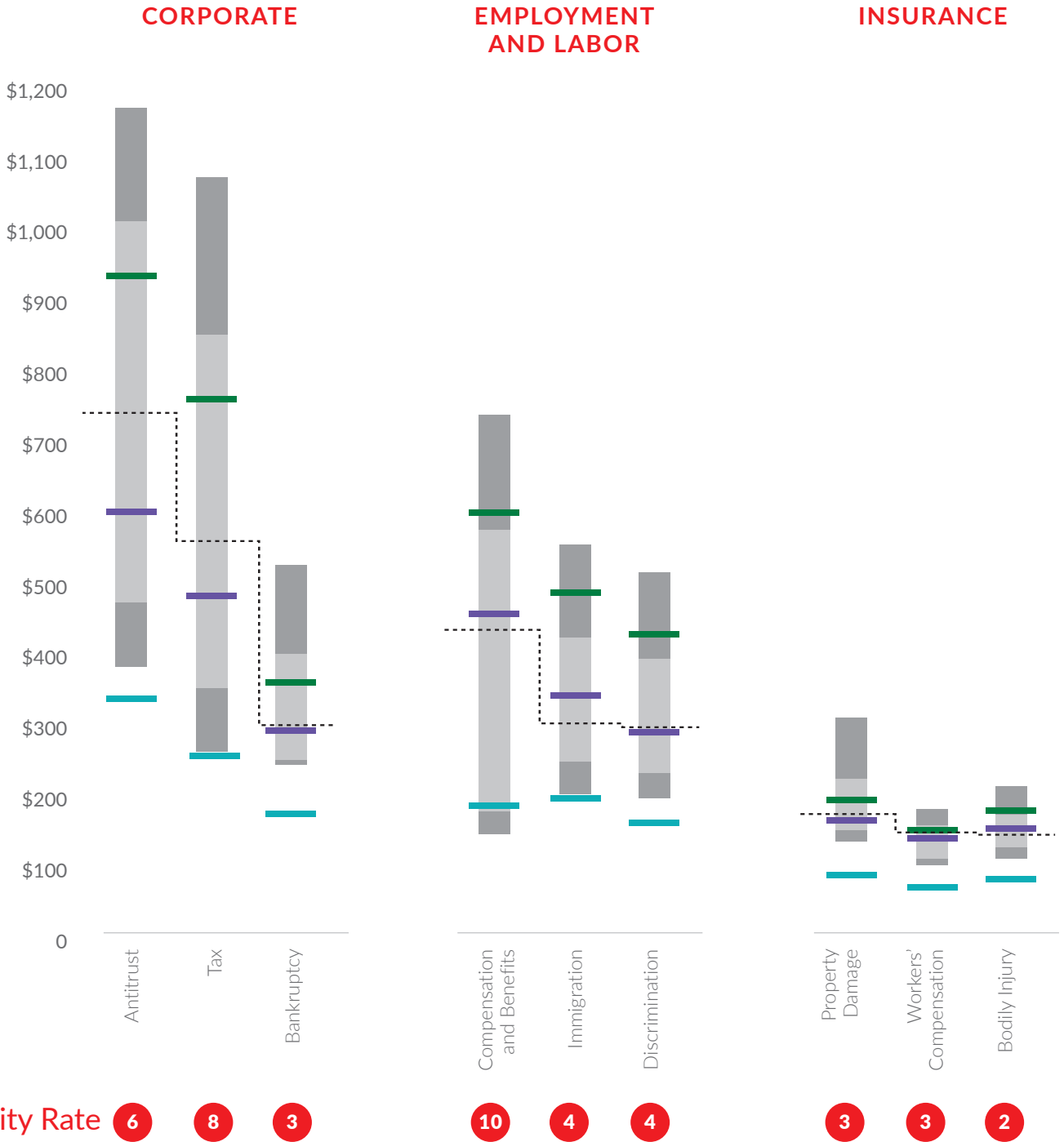
1B
KEY METRIC

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



Blended matter hourly rate metrics

- 10th – 90th Percentile Range
- Median
- 25th – 75th Percentile Range

Timekeeper rate metrics

- Partner – Median
- Associate – Median
- Paralegal – Median

1B
KEY METRIC

Blended Hourly Rate for Matters – by Subcategory

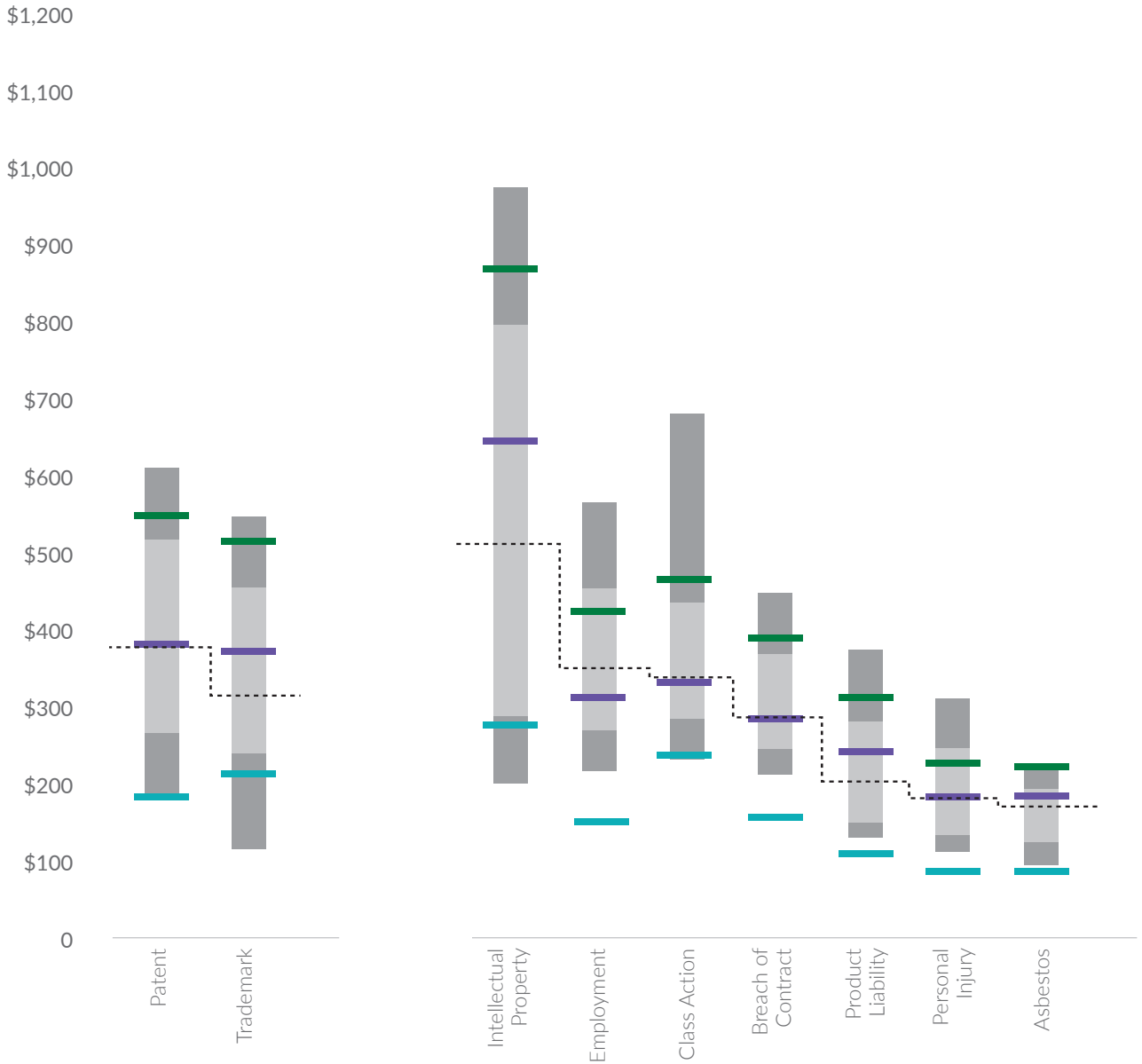
BLENDED HOURLY RATES AND RATE VOLATILITY DIFFER BY SUBCATEGORY OF WORK

All analysis is based on data through December 31, 2021

Practice areas ordered by median blended matter rates

INTELLECTUAL PROPERTY

LITIGATION



Volatility Rate

5

5

10

4

3

3

5

5

3

Blended matter hourly rate metrics

- 10th – 90th Percentile Range
- Median
- 25th – 75th Percentile Range

Timekeeper rate metrics

- Partner – Median
- Associate – Median
- Paralegal – Median

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.



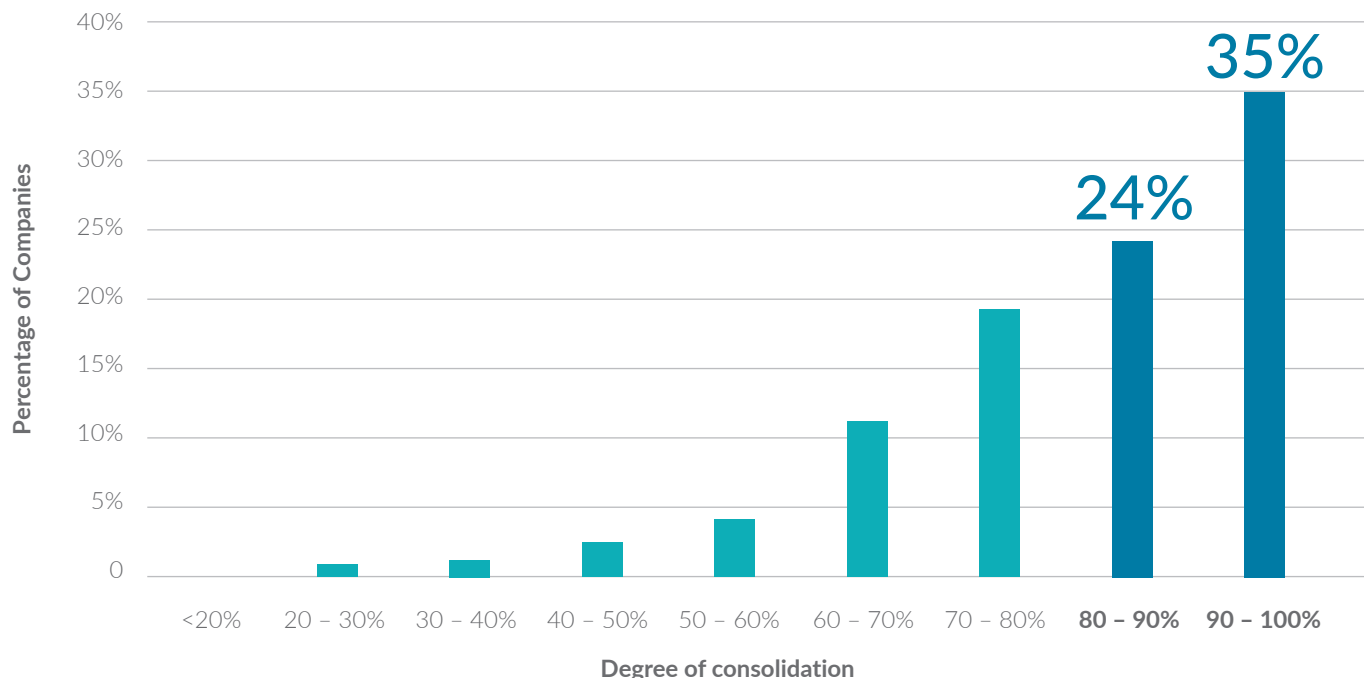
2

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

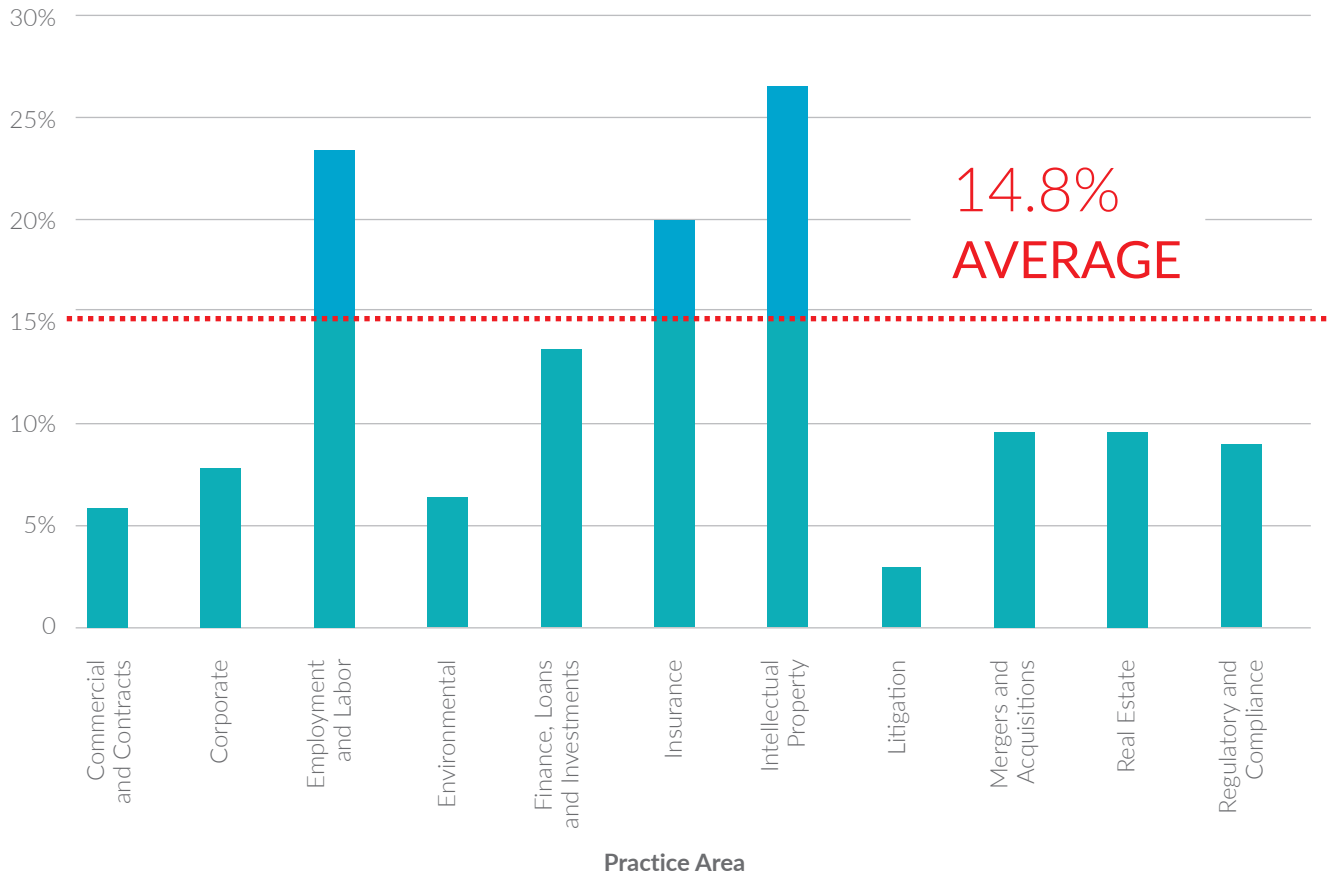
3A
KEY METRIC

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

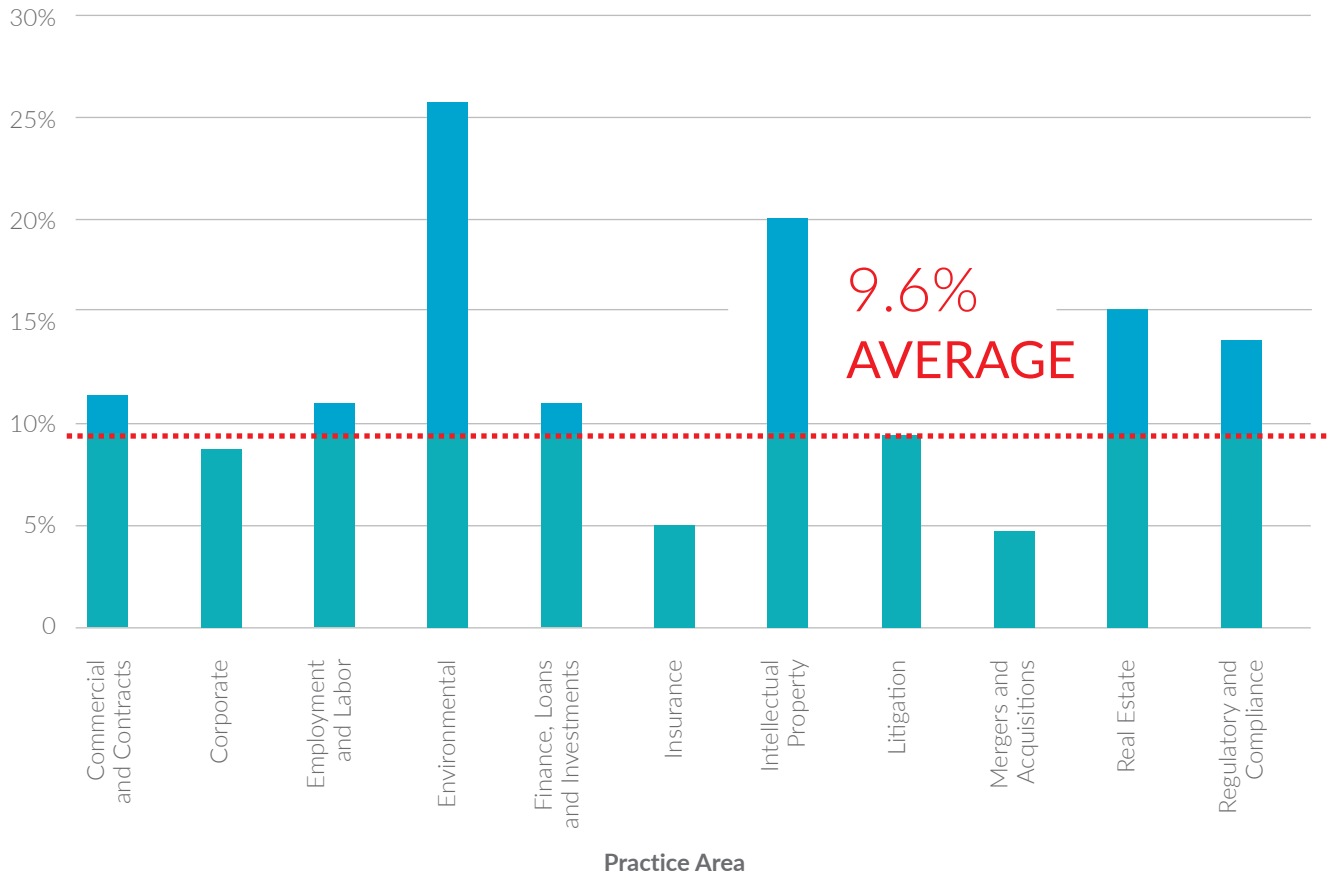
KEY METRIC

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

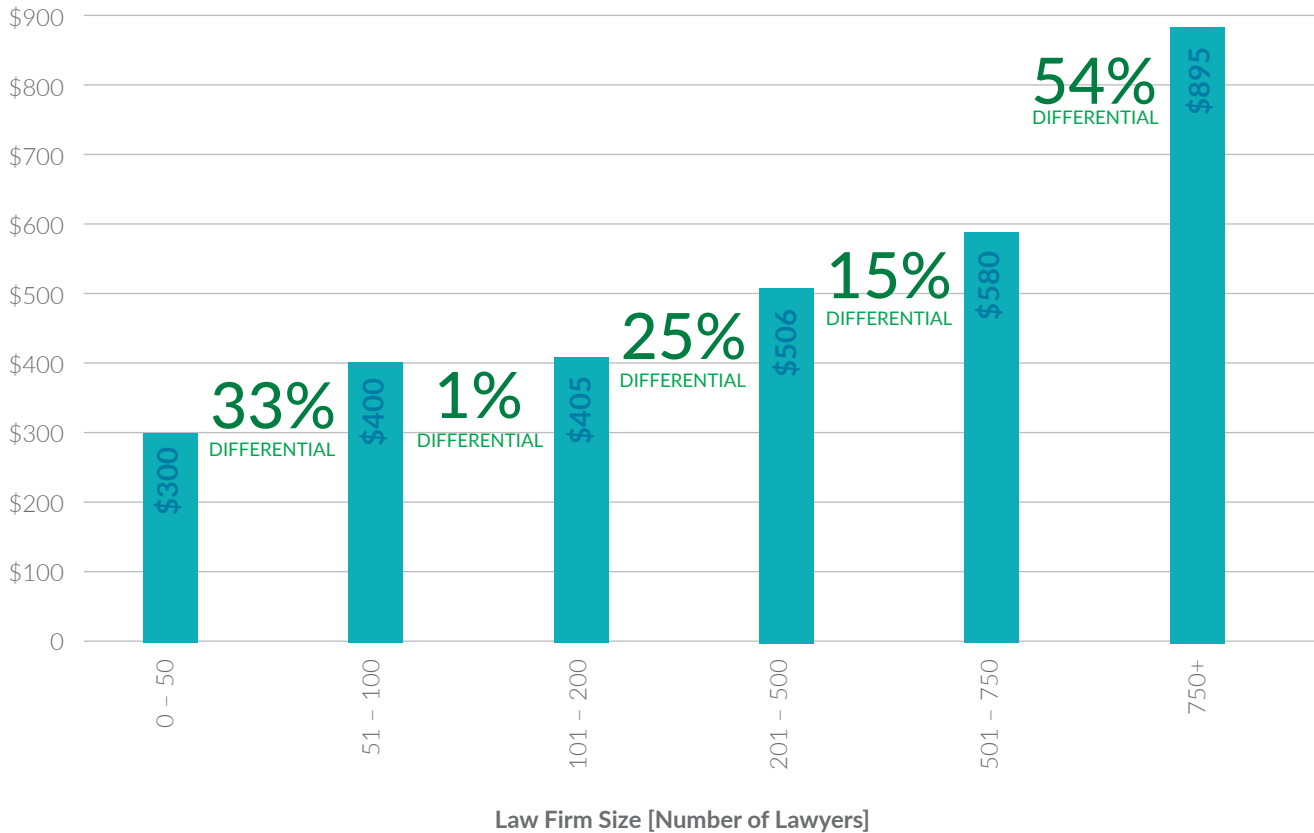
KEY METRIC

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

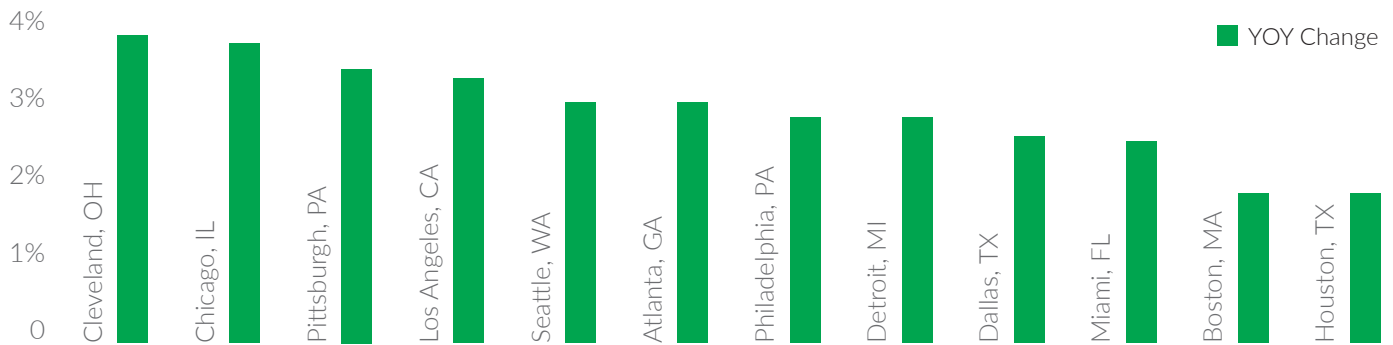
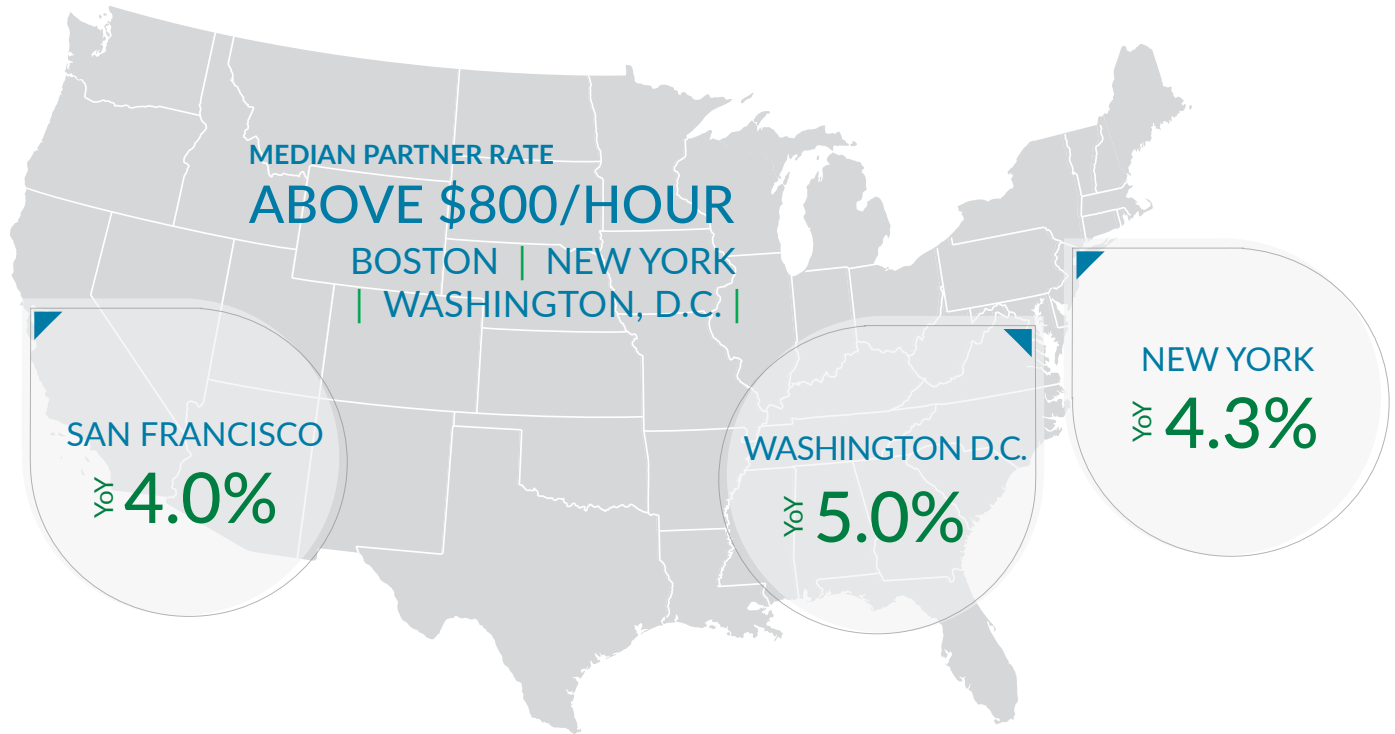
5A
KEY METRIC

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.

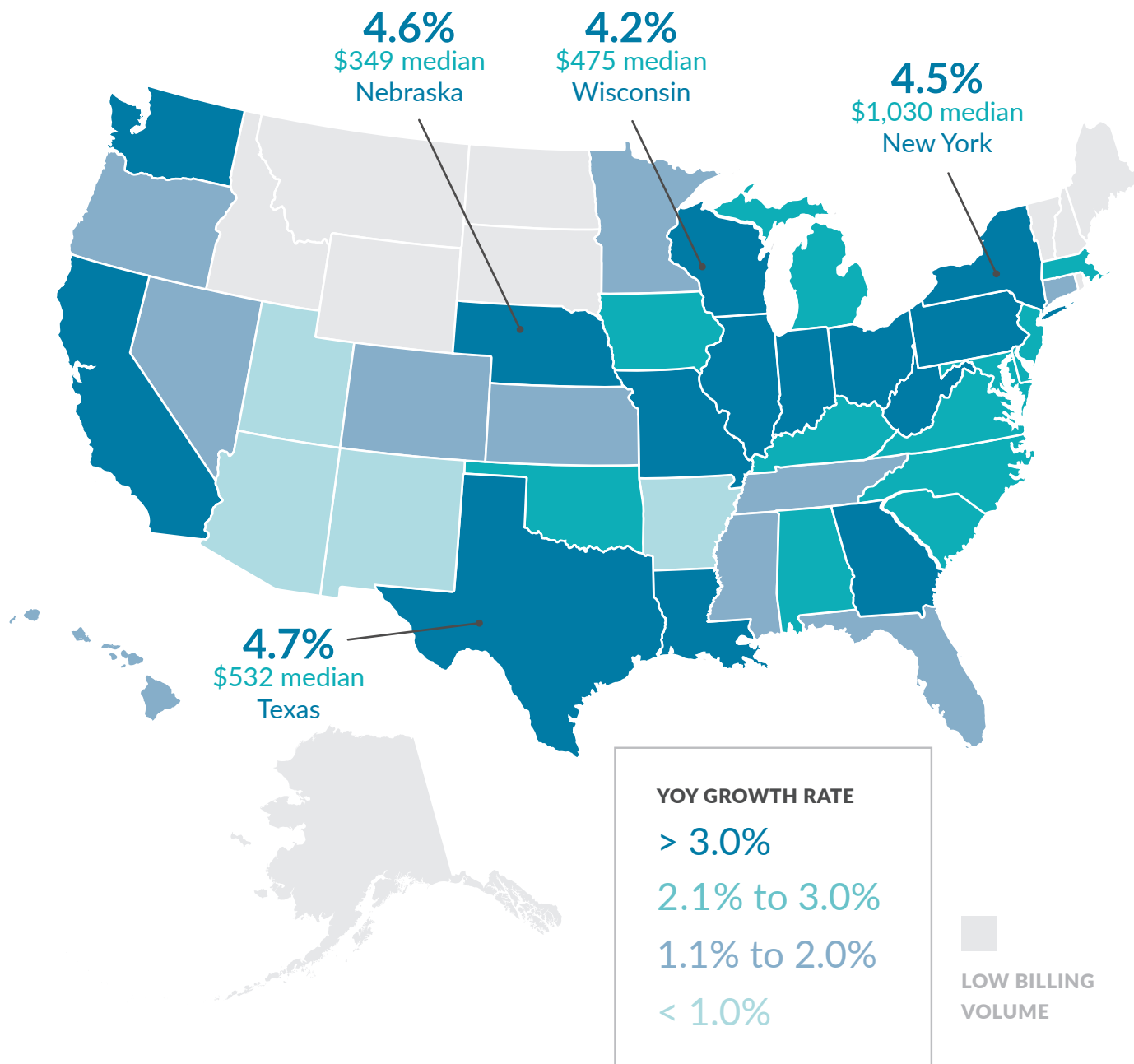
5B

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

\$668

Commercial and Contracts

\$636

Corporate

\$575

Intellectual Property

\$520

Employment and Labor

\$495

Environmental

\$477

Real Estate

\$350

Litigation

\$234

Insurance

Finance, Loans, and Investments 

\$725

Regulatory and Compliance 

\$690

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

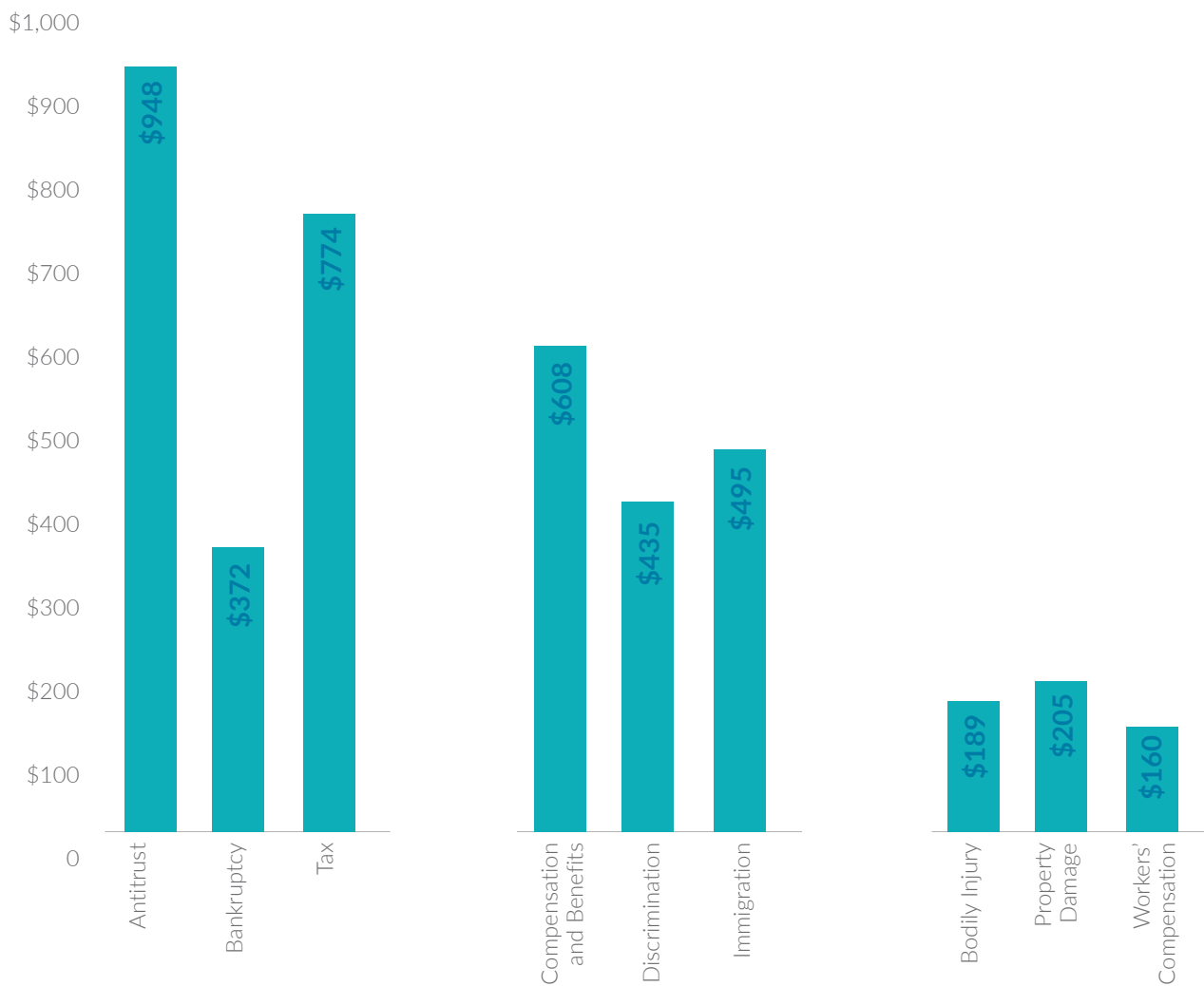
WITHIN PRACTICE AREAS, SUBCATEGORY RATES VARY CONSIDERABLY

Based on 12 months of data ending December 31, 2021

CORPORATE

EMPLOYMENT AND LABOR

INSURANCE





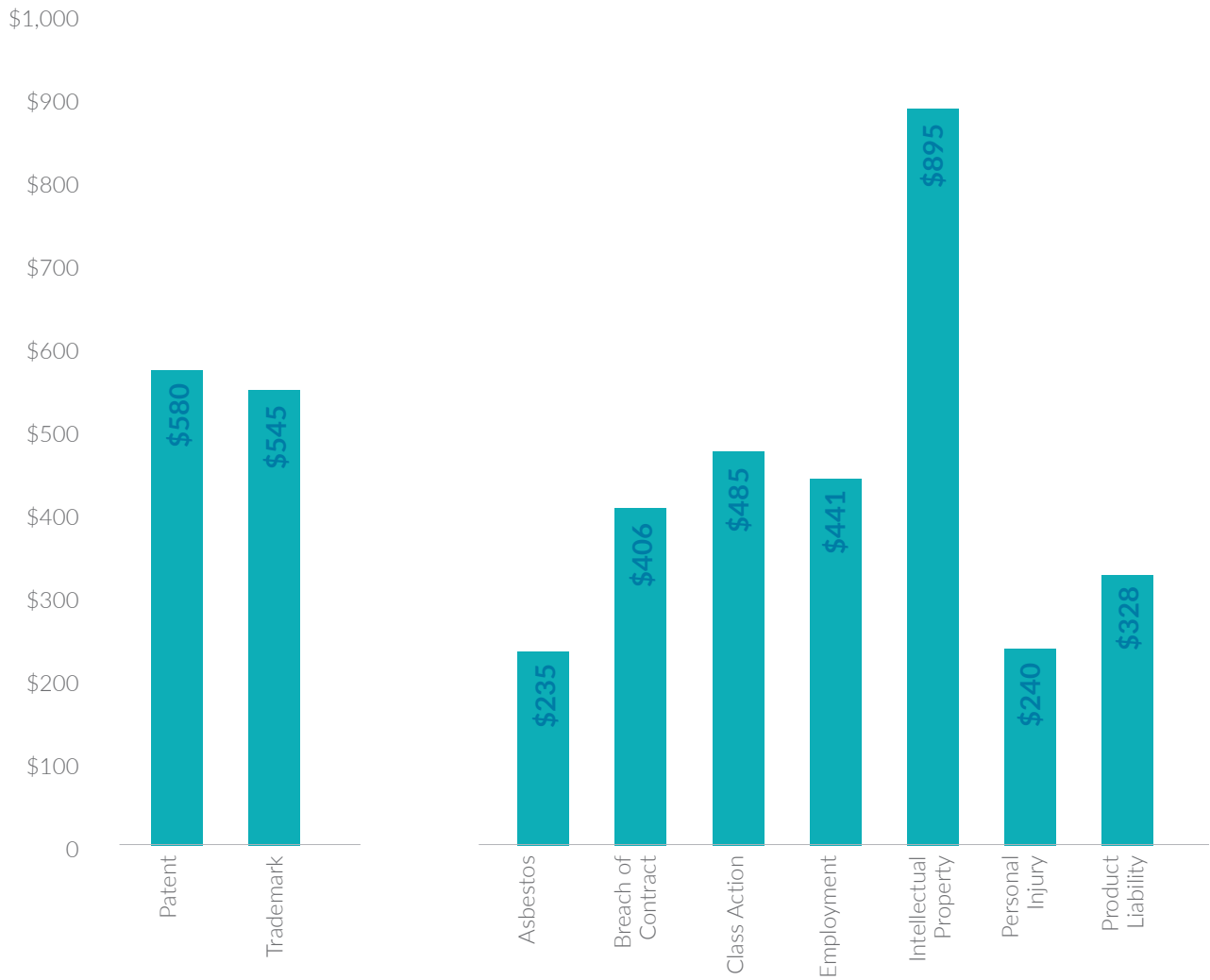
Median Partner Rates by Subcategory of Work

WITHIN PRACTICE AREAS, SUBCATEGORY RATES VARY CONSIDERABLY

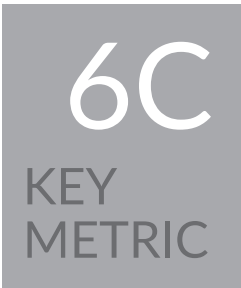
Based on 12 months of data ending December 31, 2021

INTELLECTUAL PROPERTY

LITIGATION



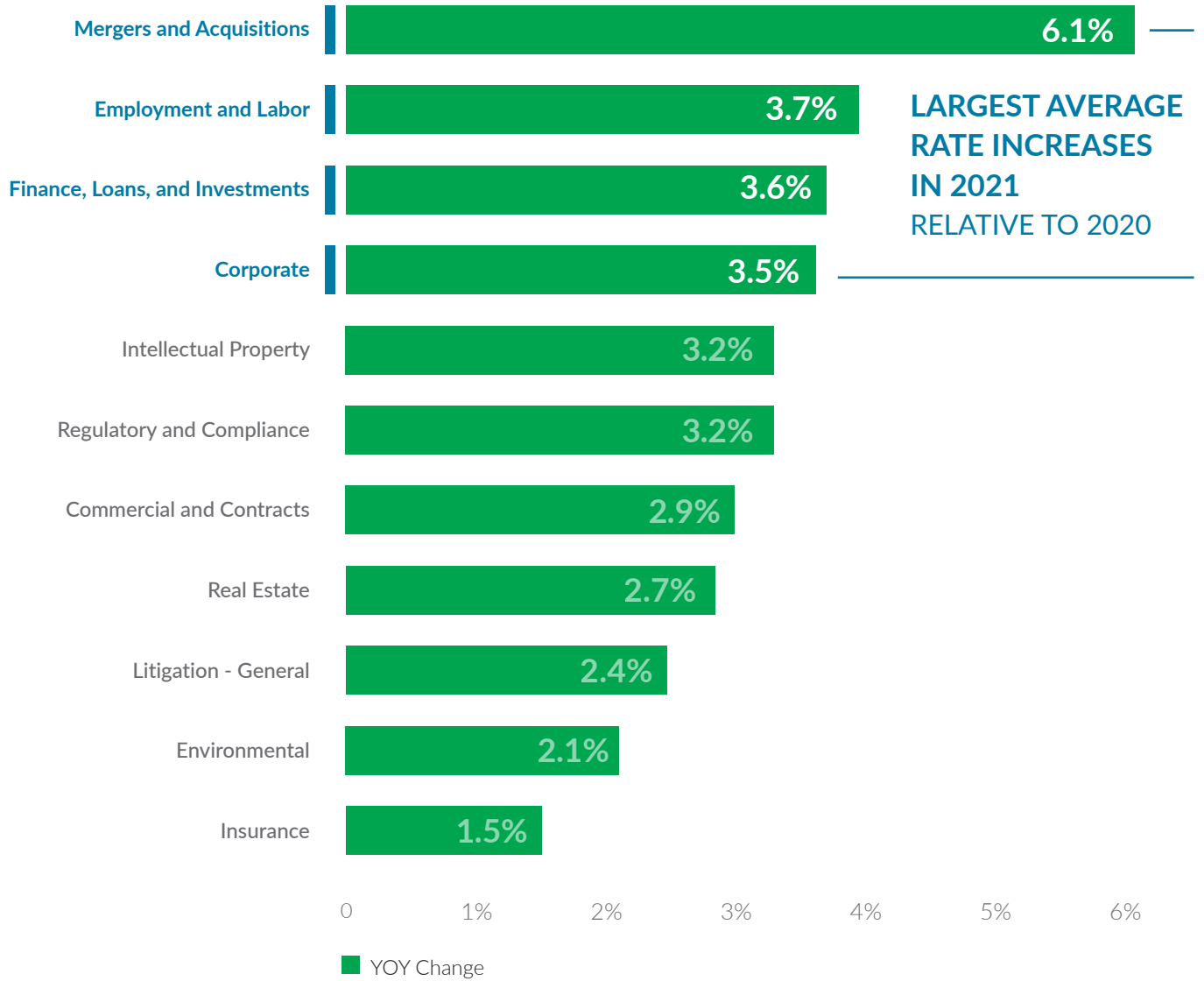
New since the 2021 Trends Report, benchmarks are available for more granular categories of legal work. Litigation work, for example, encompasses a wide variety of practices that command very different rates. At the high end, Intellectual Property Litigation had a median partner hourly rate of \$895 in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



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

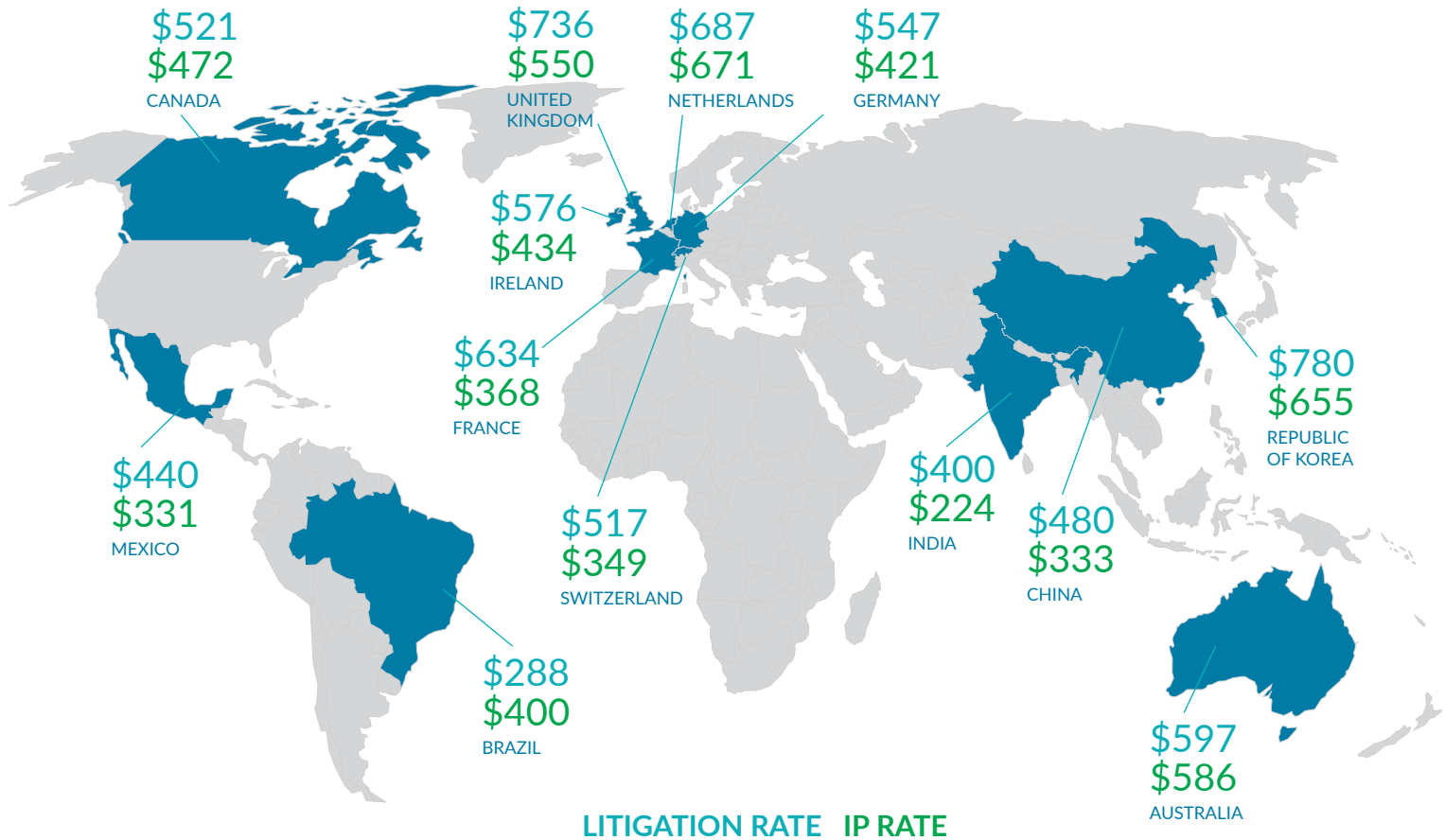
International Partner Rates for Litigation and Intellectual Property (non-Litigation)

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

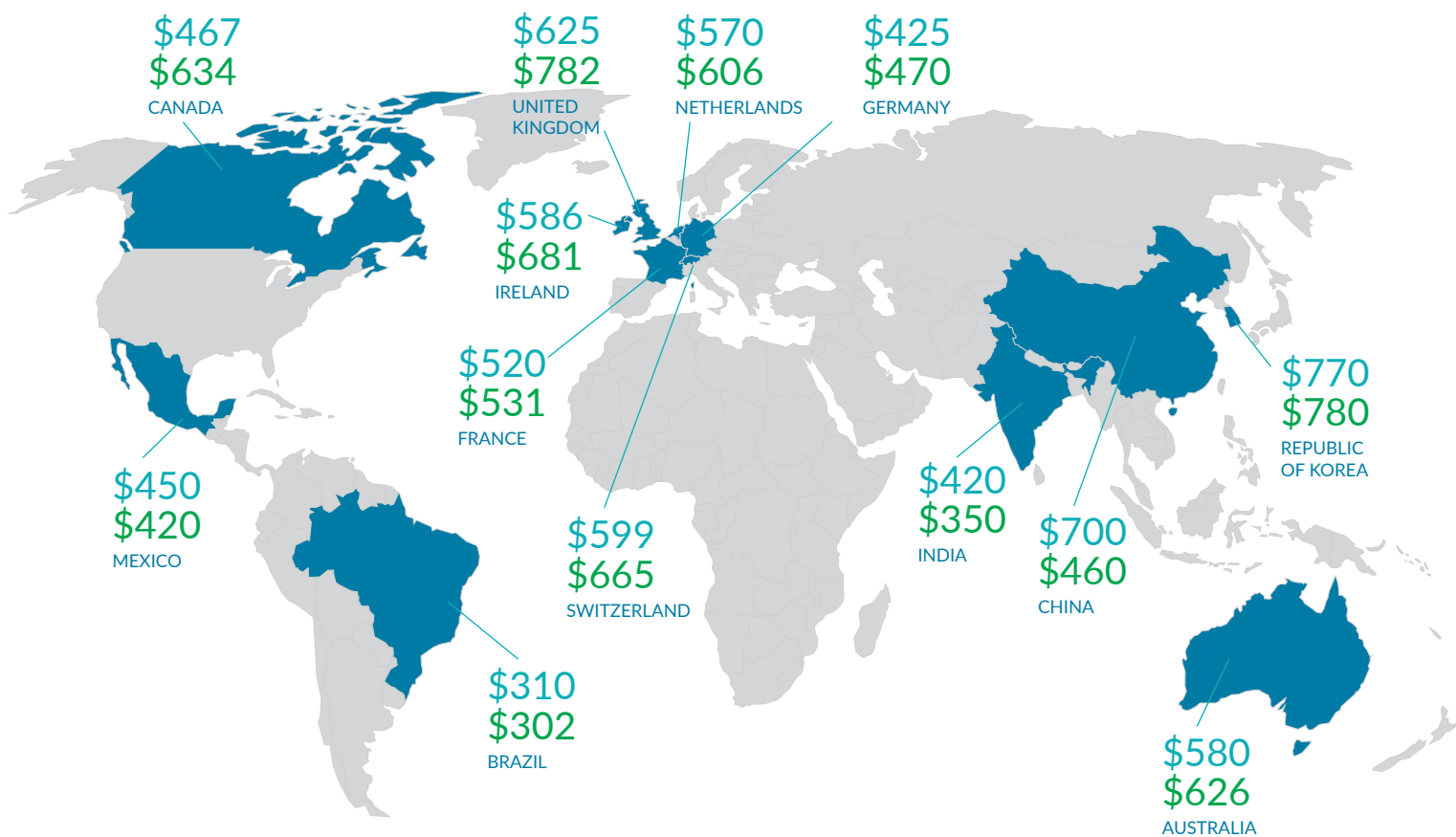
International Partner Rates for Employment and Labor and Corporate

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.

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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.

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- Analytics provides you with full visibility over workloads and legal data analytics to make informed, data-driven decisions.

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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

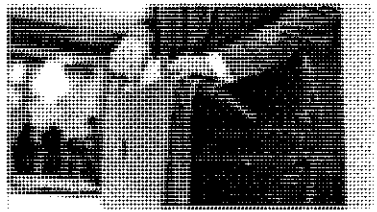
Lawyer Fees Keep Growing, But Don't Believe Them. Clients Are Demanding, and Getting, Discounts

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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.



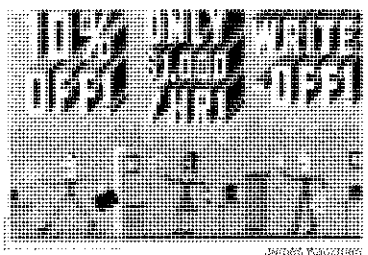
Top partners at leading U.S. law firms are charging more than ever — routinely \$1,150 or more an hour — but after discounts and write-offs the nosebleed rates aren't all they appear to be. Jennifer Smith reports. Photo: Getty Images.

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."



JENNIFER SMITH

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.

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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.

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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

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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

When It Comes to Billing, Latest Rate Report Shows the Rich Keep Ge... <http://amlawdaily.typepad.com/amlawdaily/2012/04/report-rates-kee...>

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 than 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.

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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.

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Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Racke, Kirk A.	Kirkland & Ellis LLP	Corporate			\$1,250	Reader's Digest Association Inc	2010
Taplin, Ish	Kirkland & Ellis LLP	Tax			\$1,220	Vision Corp.	2010
Schmidt, Gerhard	Wells Fargo	Finance	Corporate	Mergers and Acquisition	\$1,165	Aeris International	2010
Gon, Michele Y.L.	Baker McKenzie	Real Estate	Mergers and Acquisition	Intellectual Property	\$1,163	Morris Liquidation Company	2010
Shuzar, Andrew	Cleary Gottlieb	Bankruptcy			\$1,160	Truvo	2010
McDonald, Michael	Cleary Gottlieb	Corporate	Mergers and Acquisition		\$1,160	Truvo	2010
Vandermerech, 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-Alexandre	Kirkland & Ellis LLP	Intellectual Property			\$1,105	Reader's Digest Association Inc	2010
Scheller, Brad	Fried Frank	Bankruptcy			\$1,100	Station Casinos	2010
Lewin-Smith, Guy	Debevoise & Plimpton LLP	Corporate			\$1,080	MIG 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
Kortan, Mitchell A.	Gibson Dunn	Litigation			\$1,075	Airbnb	2010
Brockway, David	Bingham McCutchen	Corporate			\$1,065	Lehman Brothers Holding Inc	2010
Mages, 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
Plaliko, Bernie	Shearman & Sterling LLP	Tax			\$1,065	Worldspace	2010
Meyerson, Lee	Simpson Thacher	Capital Markets	Mergers and Acquisition		\$1,050	Washington Mutual	2010
Nesgos, Polar	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
Reizenberg, 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	Station Casinos	2010
Palmer, Deryck A.	Cadwalder	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
Bray, Gregory	Mitbank Tweed	Bankruptcy			\$1,050	Midway Games Inc	2010
Dunne, Dennis	Mitbank Tweed	Bankruptcy			\$1,050	Lehman Brothers Holding Inc	2010
Schiff, Kenneth E.	Wei Gotshal	Mergers and Acquisitions			\$1,030	Essexdale Stay Inc	2010
Kar, Partha	Kirkland & Ellis LLP	Bankruptcy			\$1,030	Reader's Digest Association Inc	2010
Burd, Thomas M.	Gibson Dunn	Finance			\$1,027	Lehman Brothers Holding Inc	2010
Moore, Robert Jay	Mitbank Tweed	Bankruptcy			\$1,025	Calm Jumper	2010
Dakin-Grimm, Linda	Mitbank Tweed	Litigation			\$1,025	Lehman Brothers Holding Inc	2010
Davis, Trayton M.	Mitbank Tweed	Finance	Bankruptcy	Investment Funds Litigation	\$1,025	Lehman Brothers Holding Inc	2010
Gruttkin, Jay D.	Mitbank Tweed	International Law	Finance	Transportation	\$1,025	Lehman Brothers Holding Inc	2010
Heiser, David S.	Latham Watkins	Bankruptcy			\$1,025	In re: NEC Holdings Corp.	2010
Hrachfeld, Michiel	Mitbank Tweed	Tax	Real Estate	Finance	\$1,025	Lehman Brothers Holding Inc	2010
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Tomback, Andrew E.	Mitbank Tweed	Litigation	Finance		\$1,025	Lehman Brothers Holding Inc	2010
Sharp, Richard	Mitbank Tweed	Litigation			\$1,025	Lehman Brothers Holding Inc	2010
Clowry, Kait 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
Lifcor, Richard S.	Cleary Gottlieb	Corporate	Finance	Mergers and Acquisition	\$1,020	Truve	2010
Dunbar, James A.	Cleary Gottlieb	Finance	Tax		\$1,020	Truve	2010
Passio, James	Cleary Gottlieb	Tax			\$1,020	Truve	2010
Gorin, William F.	Cleary Gottlieb	Corporate	Government	Capital Markets	\$1,020	Truve	2010
Moloney, Thomas J.	Cleary Gottlieb	Bankruptcy	Litigation	Finance	\$1,020	Truve	2010

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Source: Veeva 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.)

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FEBRUARY 24, 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.

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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	Litigators	Litigation			\$1,010	Norstar Networks	2010
Cox, Tim	Litigators	Corporate			\$1,018	Norstar Networks	2010
Sachdev, Nabeel V.	Kirkland & Ellis LLP	Corporate			\$1,015	Vistacon Corp.	2010
Mayo, David	Paul Weiss	Tax			\$1,015	BP Wind Down Inc	2010
Cohen, Joel	Gibson Dunn	Bankruptcy			\$1,014	Almasis	2010
Sullivan, Peter	Gibson Dunn	Intellectual Property	Litigation		\$1,014	Almasis	2010
Trinklein, Jeffrey	Gibson Dunn	Tax	Employee Benefits	Energy	\$1,014	Almasis	2010
Vance, Janet L.	Gibson Dunn	Finance	Corporate		\$1,014	Almasis	2010
Buffone, Steven P.	Gibson Dunn	Energy	Corporate	Finance	\$1,008	Almasis	2010
Jowitt, Justin S.	Paul Hastings	Finance			\$1,004	Lehman Brothers Holding Inc	2010
Gander, Fred R.	Dewey LeBoeuf LLP	Finance	Tax	Corporate	\$1000	Ambac	2010
Vysokil, Mary Kay	Simpson Thacher	Insurance	Litigation		\$1000	Washington Mutual	2010
Brown, Avri	Simpson Thacher	Employee Benefits	Executive Compensation		\$1000	American Safety Razor Company	2010
Etheriot, Jeanne	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	Arbitration	Intellectual Property	\$1000	American Safety Razor Company	2010
Francis, Michael	Weil Gotshal	Mergers and Acquisitions			\$1000	Lehman Brothers Holding Inc	2010
Keller, Andy	Simpson Thacher	Corporate	Energy		\$1000	Lehman Brothers Holding Inc	2010
Hove, Douglas	Weil Gotshal	Arbitration	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
Horpool, Anthony	Weil Gotshal	Bankruptcy			\$1000	Lehman Brothers Holding Inc	2010
Kelly, Jacky	Weil Gotshal	Bankruptcy	Finance		\$1000	Lehman Brothers Holding Inc	2010
Nearin, 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, Susan	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
Reles, John M.	White & Case	Mergers and Acquisitions	Equities		\$1,100	Hearland 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
Chanda, Kenneth D. C.	Latham Watkins	Mergers and Acquisitions			\$1,065	Aviza Technology	2009
Pink, Sean	Latham Watkins	Tax			\$1,065	Aviza Technology	2009
Sifran, Lawrence	Latham Watkins	Finance			\$1,065	Aviza Technology	2009
Verbung, Leonard	Allen & Overy LLP	Labor and Employment			\$1,065	BearingPoint	2009
Lee-Lim, Jiyeon	Latham Watkins	International Law	Tax		\$1,065	Spanion	2009
Pisillo, Bernie	Shearman & Sterling LLP	Tax			\$1,065	Workspace	2009
Selder, Mitchell A.	Latham Watkins	Bankruptcy			\$1,065	Spanion	2009
Stokermans, Christiaan	Allen & Overy LLP	Corporate			\$1,062	BearingPoint	2009
Pohl, Timothy	Skadden	Bankruptcy	Litigation		\$1,050	Verason Energy Corporation	2009
Leunis, Thomas	White & Case	Bankruptcy			\$1,050	Global Safety Textiles	2009
Mulaney, Charles W.	Skadden	Mergers and Acquisitions			\$1,060	Hartmarx	2009
Rosen, Matthew A.	Skadden	Tax			\$1,060	Hartmarx	2009
Zrinsky, Bruce	Cadwalader	Bankruptcy			\$1,050	TH Agriculture	2009

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Source: Valed 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 continuation.)

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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.

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Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Milmo, J. Gregory	Skadden	Bankruptcy			\$1,050	Interstate Bakeries	2009
Brent, Eben	Allen & Overy LLP	Antitrust			\$1,038	Chemura Corp.	2009
Stroff, Neal	Skadden	Antitrust			\$1,035	Varasun Energy Corporation	2009
Hayman, Linda C.	Skadden	Corporate	Mergers and Acquisitions		\$1,035	Interstate Bakeries	2009
Neckles, Peter J.	Skadden	Finance			\$1,032	Interstate Bakeries	2009
MacLaughlin, James	Baker McKenna	Tax			\$1,029	Microm	2009
Keck, Colleen	Allen & Overy LLP	Corporate	Intellectual Property		\$1,028	BearingPoint	2009
Kelher, Eileen	Allen & Overy LLP	Mergers and Acquisitions			\$1,028	BearingPoint	2009
Fujita, Francisc	Vinson & Elkins	Capital Markets	Energy	International Law	\$1,028	MPF Holding US LLC and Official Committee Of Unsecured Creditors	2009
Reyman, 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
Fisch, 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
Safirstein, Jeffrey	Paul Weiss	Bankruptcy			\$1,000	Samsonite Company	2009
Meyerson, Lee	Simpson Thacher	Capital Markets	Mergers and Acquisitions		\$1,000	Washington Mutual	2009
Finley, John	Simpson Thacher	Mergers and Acquisitions			\$1,000	Lehman Brothers Holding Inc	2009
Gover, Alan	White & Case	Bankruptcy			\$1,000	Hospital Partners	2009

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Source: Vero's 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.)

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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School	Practicing Since	2007 Rates	2008 Rates	2009 Rates
Adelson, Elliot A.	Partner	Litigation	Kirkland and Ellis	San Francisco	CA	United States					
Agarwal, Anon L.	Associate		Jones Day	San Francisco	CA	United States					
Alford, Tracy J.	Associate		Kirkland and Ellis	San Francisco	CA	United States					
Baker, James P.	Partner	Employee Benefits and Exec Comp	Jones Day	San Francisco	CA	United States	1980	1980	430	260	730
Bass, Eric	Associate										
Bennett, Peter J.	Partner	Business Restructuring and Reorganization	Farley Braun and Mermal Jones Day	San Francisco	CA	United States	1974	1974	400	745	775
Bereng, Scott M.	Associate										
Berman, David M.	Partner	Business and Finance Commercial Litigation Bankruptcy and Reorg	Morgan Lewis and Bochner Pacheco, Slung, Zihl and Jones	San Francisco	CA	United States	2007	2008	505	505	345
Borisch, Martha	Partner	Corporate/Criminal Investigations	Jones Day	San Francisco	CA	United States		1999			725
Borstein, Jeffrey	Partner	White Collar Crime, Commercial Litigation	K and L Gates	San Francisco	CA	United States			525	590	
Brown, David W.	Partner	Business and Finance Tort and Environmental Litigation	Covington and Burling Morgan Lewis and Bochner King and Spalding	San Francisco	CA	United States	1996	1996	640		550
Browning, J. Taylor	Partner										560
Bunnag, Brenda L.	Associate										
Castro, Rich Arch	Associate										
Christison, C. Bishop	Partner	Environmental Corporate Finance and Reorganization	Farley Braun and Mermal O'Melveny and Myers	San Francisco	CA	United States			380	875	
Christman, Ryan M.	Associate										
Conroy, Michelle	Associate	Business Restructuring and Reorganization	Kirkland and Ellis Jones Day	San Francisco	CA	United States	2001	2001	315		525
Cosby, Peter J.	Equated	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	1984	1984		585	585
Davies, Doug	Partner	Employment									
Doble, Sam	Partner	Business Transactions	Farley Braun and Mermal	San Francisco	CA	United States			510		
Duggan, Benjamin	Associate										
Eaton, Megan	Associate	Complex Commercial Securities Litigation	Heller Ehrlich	San Francisco	CA	United States			280		
Dobryzowski, Daniel T.	Associate	Trust	Heller Ehrlich	San Francisco	CA	United States			575		350
Douglas, Scott	Partner	Construction	Jones Day	San Francisco	CA	United States	2007	2007			
Duic, Heather	Associate		Farley Braun and Mermal DLA Piper	San Francisco	CA	United States			425		

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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School	Practicing Since	2006 Rate	2007 Rate	2008 Rate	2009 Rate
Egan, Charlotte C.	Associate	Trial	Jones Day	San Francisco	CA	United States	2006	2008	685	695	725	325
Esmatch, Robert L.	Partner	Bankruptcy and Reorganization	Douglas, Goodward, Kimbush, Morrison and Foustler	San Francisco	CA	United States	1975	1975	540	330	515	535
Engel, G. Lally	Partner	Bankruptcy and Reorganization	Jones Day	San Francisco	CA	United States	2006	2008	355	355	595	375
Esperanza, Chrysty	Associate	Labor and Employment	Farella Braun and Martel	San Francisco	CA	United States	1975	1975	540	330	515	535
Ford, Robert	Partner	Bankruptcy and Reorganization	DLA Piper	San Francisco	CA	United States	2006	2008	355	355	595	375
Frank, Michael T.	Partner	Bankruptcy and Reorganization	Peckham, Stang, Zuhl and Jones	San Francisco	CA	United States	1975	1975	540	330	515	535
Franchick, John E.	Partner	Bankruptcy and Reorganization	Katland and Ellis	San Francisco	CA	United States	2006	2008	355	355	595	375
Garnett, Nathaniel P.	Associate	Bankruptcy and Reorganization	Jones Day	San Francisco	CA	United States	2006	2008	355	355	595	375
Gerding, Tyler	Associate	Bankruptcy and Reorganization	Farella Braun and Martel	San Francisco	CA	United States	2006	2008	355	355	595	375
Gloster, Dean	Partner	Bankruptcy and Reorganization	Farella Braun and Martel	San Francisco	CA	United States	2006	2008	355	355	595	375
Groffner, Neil	Partner	Bankruptcy and Reorganization	Farella Braun and Martel	San Francisco	CA	United States	2006	2008	355	355	595	375
Gross, John	Partner	Insurance Coverage	Farella Braun and Martel	San Francisco	CA	United States	2006	2008	355	355	595	375
Hall, James, Jr.	Partner	Bankruptcy and Reorganization	Farella Braun and Martel	San Francisco	CA	United States	2006	2008	355	355	595	375
Hall, Daniel	Associate	Bankruptcy and Reorganization	Farella Braun and Martel	San Francisco	CA	United States	2006	2008	355	355	595	375
Hodkin, Frederick D.	Partner	Bankruptcy and Reorganization	Farella Braun and Martel	San Francisco	CA	United States	2006	2008	355	355	595	375
Huntley, Lynn M.	Of Counsel	Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2008	355	355	595	375
Jin, Nancy	Associate	Global Capital Markets	Marston and Feister	San Francisco	CA	United States	2006	2008	355	355	595	375
Jones, Nan	Partner	Business Litigation	Humen and Wilshire	San Francisco	CA	United States	2006	2008	355	355	595	375
Kaplan, Scott D.	Partner	Business and Finance	Farella Braun and Martel	San Francisco	CA	United States	2006	2008	355	355	595	375
Kaplan, Christopher W.	Associate	Business and Finance	Morgan Lewis and Bockius	San Francisco	CA	United States	2006	2008	355	355	595	375
Kalk, Tobias S.	Partner	Business Restructuring and Reorganization	Katland and Ellis	San Francisco	CA	United States	2006	2008	355	355	595	375
Kim, Henry	Associate	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	2006	2008	355	355	595	375
Konradi, Curt	Partner	Hospitality	DLA Piper	San Francisco	CA	United States	2006	2008	355	355	595	375
Kordtman, Sam	Partner	Hospitality	Colvenly and Myers	San Francisco	CA	United States	2006	2008	355	355	595	375
			Farella Braun and Martel	San Francisco	CA	United States	2006	2008	355	355	595	375

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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School	Practicing Since	2004 Rating	2007 Rating	2008 Rating	2009 Rating
Laudakh, Justin Marshall, Robert G.	Counsel Partner	Corporate Finance, Employee Benefits and Exit Comp	Chakravarty and Jones Day	San Francisco	CA	United States	1997	1997	940	940	940	940
Mason, Dory McFadden, Keith	Associate Partner	Reinsuring and Insolvency	Farels Braun and Martel Winston and Strawn	San Francisco	CA	United States	2002	2002	540	540	540	540
McDonnell, Brian D. McKinn, Mark E. Myers, William A. Myers, Martin H.	Associate Partner Partner Partner	Trial Practice Business and Finance Insurance Liability and Recovery	Jones Day White and Ellis Morgan Lewis and Boekus Jones Day	San Francisco San Francisco San Francisco	CA CA CA CA	United States United States United States United States	1992 1987	1992 1987	580 595 700	580 595 700	580 595 700	580 595 700
Nages, Abhi Nokes, Casey M. Olson, James C. Oso, Amanda M. Osgood, Michael C.E. Patten, Keith Peiss, Karen H. Potack, Thomas R.	Associate Associate Partner Partner Associate Associate Associate Of Counsel	Litigation Banking and Finance Labor and Employment Litigation Labor and Employment California Employment Contingent	Frankel Braun and Martel Kistler and Ebb Jones Day Jones Day Kistler and Ebb Oskewny and Myers Morgan Lewis and Boekus Paul, Hastings, Janofsky and Walker	San Francisco San Francisco San Francisco San Francisco San Francisco San Francisco San Francisco San Francisco	CA CA CA CA CA CA CA CA	United States United States United States United States United States United States United States United States	1979 1979	1979 1979	395 300 265 305 570	395 300 265 305 570	395 300 265 305 570	395 300 265 305 570
Potomac, Alex Rajagopal, Ramiro Richey, Katherine S. Ritter, Peter	Partner Associate Partner	Corporate TBI Practice Business Tax and Investment Funds	Paul, Hastings, Janofsky and Walker Jones Day Oskewny and Myers	San Francisco San Francisco San Francisco	CA CA CA	United States United States United States	2008 1969	1969	485 675	485 675	485 675	485 675
Roche, Laura Roddy, Noel Salas, Cheryl Schickel, Vladimir Seiling, Jaslyn	Associate Associate Counsel Partner Of Counsel	Business Litigation Trial Practice Land Environmental Litigation Private Clients Family Wealth Group	Farels Braun and Martel King and Spalting Farels Braun and Martel	San Francisco San Francisco San Francisco	CA CA CA	United States United States United States United States	2003 1998	2003 1998	475 695 725 450	475 695 725 450	475 695 725 450	475 695 725 450

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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School	Practicing Since	2006 Rates	2007 Rates	2008 Rates	2009 Rates
Shepard, Michael	Associate	Securities Litigation	Heber Eisman	San Francisco	CA	United States	2008	2008	750	760	760	760
Shin, Susan	Associate	Labor and Employment	Hesse, Williams	San Francisco	CA	United States	2008	2008	280	325	390	390
Sproule, Leah	Associate	Commercial Litigation	K and L Gates	San Francisco	CA	United States	2003	2003	430	410	410	395
Spooner, Leo	Associate	Commercial Litigation	King & Spalding	San Francisco	CA	United States						
Steynans, Eric	Associate	Business Transactions	Farley Braun and Martel	San Francisco	CA	United States						
Stewart, Rhonda L.	Associate	Business Transactions	Farley Braun and Martel	San Francisco	CA	United States						
Teiker, Alexandra (Sasha)	Associate	Labor and Employment	O'Mahony and Myers	San Francisco	CA	United States						
Thompson, Grant	Associate	Tax	Farley Braun and Martel	San Francisco	CA	United States						
Toppell, Christine D.	Associate	Tax	Farley Braun and Martel	San Francisco	CA	United States						
Trepait, Hellen	Associate	Business Restructuring and Reorganization	Paul, Hastings, Janofsky and Walker	San Francisco	CA	United States						
Trodels, Robert A.	Partner	Business Restructuring and Reorganization	James Day	San Francisco	CA	United States		1996	295	295	295	800
Ulland, Suzanne	Partner	Finance, Corporate and Bankruptcy	O'Mahony and Myers	San Francisco	CA	United States			725	820	820	820
Vogt, Gary W.	Senior Legal Assistant	Litigation	Kristand and Ellis	San Francisco	CA	United States			295	255	255	255
Waggoner, Kristine	Associate	Business Transactions	Farley Braun and Martel	San Francisco	CA	United States			295	400	400	400
Wall, Gregory A.	Senior Attorney	Labor and Employment	Quinn, Soderstrom and Danvers	San Francisco	CA	United States						
Wessels, Kelly	Associate	Litigation	Farley Braun and Martel	San Francisco	CA	United States						
Whalen, Joe	Partner	Insurance and Risk Management	Farley Braun and Martel	San Francisco	CA	United States			520	395	395	395
White, Jack L.	Associate	Business Transactions	Kristand and Ellis	San Francisco	CA	United States						
Wilson, Nicholas	Counsel	Business Transactions	O'Mahony and Myers	San Francisco	CA	United States			385	565	565	565
Woodruff, Kelly	Partner	Bankruptcy and Creditors Rights	Farley Braun and Martel	San Francisco	CA	United States			485	485	485	485
Zimblman, Michael	Partner	New Century Financial Corp	Heber Eisman	San Francisco	CA	United States			515	515	515	515



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PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Kelly, Jr., Daniel	Davis Polk & Wardwell (CA)	1986	1986	CA	\$ 900.00	4.50	4,320.00
P Condes, Julia	Davis Polk & Wardwell (CA)	1990	1990	CA	955.00	17.00	16,235.00
P Durbin, Scott	O'Keefe & Myers LLP (CA)	1975	1875	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 Balbach, Karen	Weil, Gotschal & Mangos LLP (CA)	1986	1986	CA	799.00	0.80	639.20
P Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1978	CA	750.00	4.50	3,555.00
OC Morris, Michael	Herrington Bennett & Dorman LLP	1979	1979	CA	750.00	65.20	45,652.00
P Auerch, 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	725.00	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	69,952.00
P Irving, Jeanne E.	Herrington Bennett & Dorman LLP	1978	1978	CA	680.00	18.10	6,868.00
P Kevane, Henry	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1985	1986	CA	675.00	19.10	12,892.50
A Goslich, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	176.20	117,174.00
P Brown, Kenneth H.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1977	1981	CA	650.00	27.30	47,745.00
P Fidler, David	Klee, Tuchin, Bogdanoff & Stern, LLP	1997	1998	CA	650.00	23.10	15,015.00
P Weiskamm, Henry	Munger Tolles & Olson LLC	1987	1987	CA	650.00	0.50	328.00
P Bernthal, David M.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1989	1993	CA	645.00	35.50	22,952.00
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 DeGrath, 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	124.90	74,780.00
A Scott, Malinda	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, Gotschal & Mangos LLP (CA)	2003	2003	CA	570.00	28.50	16,530.00
A Erdal, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	2.50	1,653.00
P Heintz, Jeffrey	Munger Tolles & Olson LLC	1884	1984	CA	550.00	35.10	19,305.00
P Fried, Jeffrey	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1995	1995	CA	535.00	21.40	11,449.00
P Fulton, James	Munger Tolles & Olson LLC	1997	1997	CA	525.00	25.80	13,545.00
A Morse, Joseph	Herrington Bennett & Dorman LLP	2000	2000	CA	505.00	13.10	6,615.50
A Malach, Michael	Weil, Gotschal & Mangos LLP (CA)	2005	2005	CA	500.00	36.50	18,250.00
A Barsho, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	14.00	6,580.00
A Liu, Leslie	Weil, Gotschal & Mangos LLP (CA)	2006	2006	CA	465.00	45.90	21,343.50
A Kauffman, Derek	Munger Tolles & Olson LLC	2005	2005	CA	450.00	508.30	228,733.00
A Hochleiner, Brian	Munger Tolles & Olson LLC	2002	2002	CA	435.00	0.30	130.50
A Nathan, Joseph	Weil, Gotschal & Mangos LLP (CA)	2007	2007	CA	415.00	25.20	10,458.00
A Jaspser, M. Lance	Munger Tolles & Olson LLC	2006	2006	CA	400.00	96.20	38,480.00
A Estandart, Barney	Munger Tolles & Olson LLC	2006	2006	CA	400.00	8.80	3,520.00
A Rubin, Francis E.	O'Melveny & Myers LLP (CA)	2006	2006	CA	395.00	8.40	3,318.00

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A Schneider, Bradley	Munger, Tolles & Olson LLC	2004	2004	CA	\$ 385.00	1.30	513.50
A Reaven, Matthew	Wells, Goltsbel & Marges LLP (CA)	2008	2008	CA	355.00	13.50	4,792.50
A Guzman, Tanya	O'Melvaney & Myers LLP (CA)	2007	2007	CA	330.00	2.30	828.00
PP Neglia, Ross	O'Melvaney & Myers LLP (CA)				260.00	6.20	1,612.00
Finalson, Katha	Pachulski Slang Zieni Young Jones & Weinraub (CA)				225.00	27.50	6,210.00
Jeffres, Patricia J.	Pachulski Slang Zieni Young Jones & Weinraub (CA)				225.00	0.40	90.00
PP Fearson, Sandra	Klein, Tucka, Bogdanoff & Stern, LLP			CA	215.00	1.90	408.50
PP Floyd, Kevin	Hennigan Bennett & Dorman LLP				210.00	0.30	63.00
PP Krojts, Cheryl	Pachulski Slang Zieni Young Jones & Weinraub (CA)				205.00	2.20	451.00
CMA Pittman, Sherrie	Pachulski Slang Zieni Young Jones & Weinraub (CA)				125.00	2.50	325.00

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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, Boddanoff & Stern, LLP	1984	1984	CA	830.00	223.00	191,250.00
P Tuchin, Michael	Klee Tuchin, Boddanoff & Stern, LLP	1980	1980	CA	850.00	74.40	63,240.00
P Stern, David	Klee Tuchin, Boddanoff & Stern, LLP	1975	1975	CA	850.00	32.80	27,960.00
P Issler, Paul S.	Gibson Dunn & Crutcher, LLP (CA)	1986	1986	CA	840.00	6.35	5,334.96
P Arnold, Dennis	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1975	1976	CA	844.00	4.10	3,444.00
P Thomms, Brian	Well, Gotshall & Manges, LLP (CA)	1991	1991	CA	820.00	72.80	59,696.00
P Balcer, Karen	Well, Gotshall & Manges, LLP (CA)	1986	1986	CA	810.00	40.40	32,724.00
P Zisli, Dean A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1978	1978	CA	795.00	20.30	16,138.50
P Gilmer, 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	White & Case LLP (CA)	1984	1980	CA	750.00	1.90	1,425.00
P Baker, James	White & Case LLP (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 Orr, 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
P Blort, Jeffrey E.	Sidley Austin Brown & Wood LLP (CA)	1997	1998	CA	700.00	110.90	77,630.00
P Myers, Martin	White & Case LLP (CA)	1987	1987	CA	700.00	28.50	19,850.00
P Grassowen, Debra L.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1991	1992	CA	695.00	5.50	3,822.50
P Gustafson, Mark E.	White & Case LLP (CA)	1998	1998	CA	685.00	117.70	80,824.50
P Alash, 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	271.50	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 Derahim, 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	800.00	74.90	44,940.00
P Trudell, Robert	White & Case LLP (CA)	1995	1995	CA	600.00	35.30	21,180.00
A Ger Kwang-chien, B.	Well, Gotshall & Manges, LLP (CA)	2003	2003	CA	580.00	54.20	31,436.00
OC Matcail, Brian	Klee, Tuchin, Boddanoff & Stern, LLP	1998	1999	CA	575.00	12.40	7,130.00
A Egoff, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	0.50	285.00
C Crosby, IV, Peter	White & Case LLP (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	25,180.00
A Correa, Michelle	White & Case LLP (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 Malefic, Michael	Well, Gotshall & Manges, LLP (CA)	2005	2005	CA	500.00	175.30	87,650.00
A Rodriguez, Noel	White & Case LLP (CA)	2003	2003	CA	500.00	41.80	20,900.00
A Heyn, Matthew	Klee, Tuchin, Boddanoff & Stern, LLP	2003	2003	CA	495.00	111.80	55,341.00
A Barstow, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	4.10	1,927.00
A Liu, Leslie	Well, Gotshall & Manges, LLP (CA)	2008	2008	CA	465.00	302.70	140,755.50
A Chun, Sebyul	White & Case LLP (CA)	2008	2008	CA	460.00	162.10	74,565.00

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 Guest, David	Klea, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	366.70	157,881.00
A Pczmanier, Courtney	Klea, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	23.29	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	Sidley Austin Brown & Wood LLP (CA)	2007	2007	CA	415.00	61.50	25,522.50
A Watson, Lorna S.	Weil, Gotshal & Manges LLP (CA)	2008	2008	CA	400.00	4.00	1,600.00
A Dearlhan, Kevin	Gibson Dunn & Crutcher, LLP (CA)	2008	2008	CA	375.00	49.30	18,487.50
A Simonds, Ariella	Sidley Austin Brown & Wood LLP (CA)	2008	2008	CA	300.00	4.70	1,410.00
A Elliot, Kerin	Klea, 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	4.30	1,225.00
PP Haris, Denise A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				225.00	8.50	1,912.50
PP Graceland, Michelle	Mckenna Long & Aldridge LLP (CA)				215.00	40.60	8,729.00
PP Pearson, Sandra	Klea, 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 James, Carla H.	Gibson Dunn & Crutcher, LLP (CA)				165.00	0.50	82.50

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LEGAL BILLING REPORT

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BY BILLING RATE

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Pachulski, Richard M.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1978	1979	CA	\$ 885.00	287.62	\$ 257,419.90
P Patterson, Thomas	Klee, Tuckin, Bogdanoff & Stern, LLP	1994	1994	CA	850.00	382.60	333,710.00
P Teshin, Nicholas	Klee, Tuckin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	201.40	171,190.00
P Stiem, David	Klee, Tuckin, Bogdanoff & Stern, LLP	1975	1975	CA	850.00	84.80	58,480.00
P Pachulski, Richard M.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1979	1979	CA	850.00	68.00	57,800.00
P Arnold, Devin	Gibson Dunn & Crutcher, LLP (CA)	1975	1976	CA	840.00	1.00	840.00
P Ziehl, Dean A.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1978	1978	CA	825.00	258.75	211,405.25
P Timmons, Brian	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1991	1991	CA	820.00	240.60	197,282.00
P Lyons, Duane	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1886	1988	CA	820.00	80.20	65,764.00
P Orgel, Robert B.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1981	1981	CA	795.00	357.30	284,053.50
P Richards, Jeremy	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1980	1981	CA	795.00	158.50	126,007.50
P Zehn, Dean A.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1978	1978	CA	795.00	94.00	74,730.00
P Zehn, Dean A.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1978	1978	CA	785.00	20.30	16,136.00
P Winston, Eric D.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1999	1999	CA	740.00	54.00	39,980.00
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 Zehn Young Jones & Weintraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
P Grassie, Debra L.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1991	1992	CA	695.00	6.50	3,822.50
P Galin, Andrew	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1983	1983	CA	685.00	3.40	2,363.00
P Parker, Daryl	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1988	1970	CA	675.00	60.80	41,040.00
P Mahoney, James	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1988	1987	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, Roman	Klee, Tuckin, Bogdanoff & Stern, LLP	1985	1985	CA	650.00	1.40	910.00
A Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	3.70	2,287.00
C Hochman, Harry	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	585.00	100.80	59,976.00
A Newmark, Victoria	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1986	1997	CA	595.00	32.50	18,397.50
C Cho, Shady	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1997	1997	CA	595.00	19.40	11,543.00
C Hochman, Harry	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	575.00	57.60	33,120.00
A Dirckman, Jennifer	Klee, Tuckin, Bogdanoff & Stern, LLP	1989	1989	CA	575.00	1.40	802.50
OC Metcalf, Brian	Klee, Tuckin, Bogdanoff & Stern, LLP	1999	1999	CA	575.00	0.70	402.50
A Heyn, Wayne	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
P Brown, Glenn	Klee, Tuckin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	109.70	54,301.50
A Barshon, Melissa	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1989	1989	CA	495.00	0.50	247.50
A Liu, Leslie	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	485.00	9.80	4,557.00
P Phelan, Laurence	Wyll, Gelsina & Maloney, LLP (CA)	1997	1997	CA	450.00	2.70	1,215.00
A Guass, David	Mckenna Long & Ashrade, LLP (CA)	2005	2005	CA	430.00	402.90	173,247.00
PP Santos, Joseph C	Quinn Emanuel Urquhart Oliver & Hedges, LLP	2008	2008	CA	380.00	4.80	1,748.00
A Elliot, Koim	Klee, Tuckin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	16.60	4,980.00
PP Lacroix, Maurice	Quinn Emanuel Urquhart Oliver & Hedges, LLP	2008	2008	CA	250.00	20.30	5,075.00
LIB Fornaster, Leslie A.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	2008	2008	CA	250.00	4.90	1,225.00

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
LIB Farnesier, Leslie A.	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				\$ 250.00	1.80	450.00
PP Harris, Denise A.	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				225.00	47.80	10,777.50
PP Harris, Denise A.	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				225.00	8.50	1,912.50
PP Hamblen, Felice	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				225.00	0.40	90.00
PP Glycerer, Michelle	Mckenna Long & Aldridge LLP (CA)				215.00	60.40	12,986.00
PP Brown, Thomas J.	Klee, Tuckin, Bogdanoff & Stern, LLP				215.00	57.40	11,268.00
PP Matoso, Mike	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				195.00	59.75	11,651.25
PP Brown, Thomas J.	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				195.00	6.00	1,170.00
PP Matoso, Mike	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				195.00	2.00	390.00
US Ewenheart, Christine	Mckenna Long & Aldridge LLP (CA)				180.00	3.00	540.00
PP Sahn, Andrew	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				150.00	16.80	2,535.00
PP Bass, John	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				150.00	0.80	120.00

EXHIBIT K



2010 NLJ Billing Survey

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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 & Field	Washington							
2010	Allen Matkins Lack	Los Angeles							
2010	Gamble Malloy & Natisis	Atlanta	\$515	\$865	\$450	\$627	\$590	\$270	\$405
2010	Alston & Bird	Houston							
2010	Andrews Kurth	Haddonfield, NJ		\$560	\$305		\$340	\$175	
2010	Archer & Greiner								
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	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	\$175	\$222
2010	DLA Piper	Chicago							
2010	Dorsey & Whitney	Minneapolis	\$410	\$795	\$290	\$515	\$440	\$180	\$285
2010	Duane Morris	Philadelphia	\$483	\$650	\$240	\$560	\$480	\$135	\$349
2010	Dykema Gossett	Detroit	\$445	\$635	\$360	\$495	\$450	\$225	\$325
2010	Eckert Seamans Chertin & Melloff	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	\$620	\$450	\$180	\$325
2010	Faegre & Benson LLP	Minneapolis							
2010	Finnegan, Henderson, Farabow, Garrett & Dünner	Washington							
2010	Fish & Richardson	Boston							
2010	Fisher & Phillips	Atlanta		\$505	\$340		\$360	\$220	
2010	Fitzpatrick, Calla, Harper & Scinto	New York		\$730	\$460		\$440	\$275	
2010	Foley & Lardner	Milwaukee	\$554	\$1,035		\$654		\$255	\$426
2010	Foley Hoag	Boston							
2010	Ford & Harrison	Atlanta		\$620	\$375		\$390	\$250	
2010	Fowler White Boggs	Tampa, FL	\$350	\$675	\$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	\$615	\$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	\$356	\$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	\$384	\$715	\$260	\$428	\$440	\$150	\$282
2010	Jones Day	Washington							
2010	Jones, Walker, Waechter, Poitevent, Carrara & Denegre	New Orleans		\$520	\$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	\$511	\$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	\$160	
2010	LeClairRyan, Professional Corporation	Richmond, VA							
2010	Leonard, Street and DeBard	Minneapolis							
2010	Lewis and Roca	Phoenix, AZ							
2010	Lewis Brisbois Bisgaard & Smith	Los Angeles							
2010	Lewis, Rice & Fingersh	St. Louis		\$460	\$250		\$315	\$150	\$235
2010	Lindquist & Vennum	Minneapolis	\$330			\$415			\$296
2010	Littler Mendelson	San Francisco	\$372	\$650	\$290	\$445	\$480	\$210	\$320
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 & Gate	Birmingham, AL		\$600	\$325		\$295	\$235	
2010	McAndrews, Held & Malloy	Chicago		\$675	\$260		\$850	\$225	

Fiscal Year	Firm Name	Location	Filmwide 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	McEroy, Deutsch, Mulvaney & Carpenter	Morristown, N.J.	\$210	\$550	\$295	\$280	\$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	\$345	\$650	\$235	\$400	\$320	\$190	\$239
2010	Miles & Stockbridge	Baltimore	\$695	\$695	\$325	\$370	\$370	\$220	\$239
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	\$350	\$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	\$150	
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	Ornick, Herrington & Sutcliffe	San Francisco, CA							
2010	Parker Poe Adams & Bernstein LLP	Charlotte N.C.							
2010	Patton Boggs	Washington New York	\$482	\$990	\$355	\$645	\$550	\$215	\$399
2010	Paul, Hastings, Janofsky & Walker	New York							
2010	Paul, Weiss, Riffkind Wharton & Garrison LLP	Philadelphia	\$326	\$825	\$420	\$547	\$465	\$230	\$329
2010	Pepper Hamilton	Seattle	\$447	\$825	\$275	\$534	\$570	\$200	\$354
2010	Perkins Cole	New Orleans	\$226	\$385	\$160	\$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 Doren	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	\$350	\$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	Stelman & Howard	New York							
2010	Shook, Hardy & Bacon	Kansas City, MO							
2010	Shumaker, Loop & Kendrick	Toledo, OH	\$331	\$540	\$290	\$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		\$795	\$315	\$488	\$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	Sites & 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	\$500	\$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 Peese	Columbus, OH							
2010	Wachtell, Lipton, Rosen & Katz	New York							
2010	Weil, Gotshat & 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	\$655	\$340	\$462	\$390	\$215	\$291
2010	Winston & Strawn	Chicago	\$486	\$1,075	\$475	\$670	\$610	\$250	\$393
2010	Wombie Carlyle Sandridge & Rice	Winston Salem, NC	\$372	\$625	\$300	\$461	\$445	\$210	\$291
2010	Wyatt, Tarrant & Combs	Louisville, KY		\$500	\$245		\$285	\$180	



2010 NLJ Associate Class Billing Survey

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Final Year	Firm Name	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

Filed Year	Firm Name	Associate Class											
		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	\$175 - \$380	\$185 - \$440			
2010	Kelley Dye & Warren	\$305	\$340	\$370	\$410	\$435	\$455	\$485					510
2010	Kilpatrick Stockton	250	275	310	325	335	360	375					385
2010	Klobbe 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 & Karney	\$150	\$175	\$185	\$195	\$200	\$205	\$210					\$220
2010	McKenna Long & Aldridge	279	312	325	346	363	381	382					415
2010	Montgomery, McCracken, Walker & Rhoads	\$205	\$215	\$235	\$235	\$275	\$295	\$315					\$335
2010	Morris, Manning & Martin	\$200	\$265	\$310	\$340	\$365	\$390	\$415					\$425

Year	Firm Name	Apprentice Class											
		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	Miscock & Barclay	\$150 - \$340	\$150-340	\$165 - \$360	\$165 - \$360	\$165 - \$360	\$175 - \$380	\$175 - \$380	\$175 - \$380	\$185 - \$440			
2010	Kelley Dye & 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	

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Fiscal Year		Associate Class									
Firm Name		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 Cole	272	290	306	337	345	372	391	436		
2010	Phillips Lytle	\$160	\$170	\$190	\$195	\$210	\$225	\$220	235		
2010	Quantes & 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	Schutte Roth & Zabel	\$375	\$445	\$495	\$540	\$560	\$580	\$605	\$625		
2010	Schwabe										
2010	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	Veeder Price	225	270	290	310	325	345	360	380		

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Fiscal Year	Firm Name	Associate Class							
		1st year	2nd year	3rd year	4th year	5th year	6th year	7th year	8th year
2010	Williams Mullien	\$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 - \$460	\$455 - \$520	\$490 - \$555

EXHIBIT L

Font Size:

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

Amy Kolz
The American Lawyer
December 16, 2009

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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 Pietillo 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 Pietillo'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 Daryck 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 WCJ 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 Cheliga 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.)

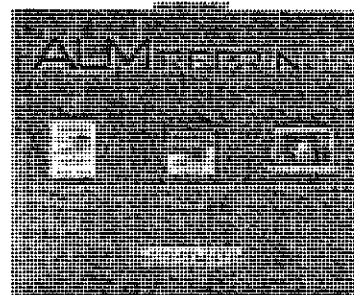
The bankruptcy case with one of the highest median partner rates was Nortel Networks. The phone equipment maker paid firms such as Cleary and Kirkland a median partner rate of \$940. Firms working on the Lehman filing billed a median partner rate of \$810 during the time period, while firms working on 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 \$600 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	\$680	79



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Kirkland	\$675	149
Schnenschein	\$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.

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EXHIBIT M

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

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

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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
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

* 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](http://nlj.com).

** Firm did not exist in this form for the entire year.

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 Angeles
& Hampton

Alston & Bird	Atlanta	805	\$675	\$875	\$495	\$425	\$575	\$280
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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

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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, 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 repellents.

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 repellents.

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.

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](#).

James v. Walt Disney Co., --- F. Supp. 3d ---, 2023 WL 7392285 (N.D. Cal. Nov. 8, 2023), largely denying motion dismiss alleged violations of California and Pennsylvania wiretapping statutes.

Yockey v. Salesforce, Inc., 2023 WL 5519323 (N.D. Cal. Aug. 25, 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.

Louth v. NFL Enterprises LLC, 2022 WL 4130866 (D.R.I. Sept. 12, 2022), denying motion to dismiss alleged violations of the Video Privacy Protection Act.

Soo v. Lorex Corp., 2020 WL 5408117 (N.D. Cal. Sept. 9, 2020), denying defendants’ motion to compel arbitration and denying in part motion dismiss consumer protection claims in putative class action concerning security cameras.

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 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 product defects, financial misconduct, false advertising, and privacy violations. 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, and the Eastern District of Michigan

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. Prior to law school, 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.

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.

JONATHAN L. WOLLOCH

Jonathan L. Wolloch is an Associate with Bursor & Fisher, P.A. Jonathan focuses his practice on complex civil litigation and class actions. Jonathan was a Summer Associate with Bursor & Fisher prior to joining the firm.

Jonathan is admitted to the State Bar of Florida and the bars of the United States District Courts for the Southern and Middle Districts of Florida.

Jonathan received his Juris Doctor from the University of Miami School of Law in 2022, graduating magna cum laude. During law school, Jonathan served as a judicial intern to the Honorable Beth Bloom for the Southern District of Florida. He received two CALI Awards for earning the highest grade in his Trusts & Estates and Substantive Criminal Law courses, and he was elected to the Order of the Coif. Jonathan was also selected for participation in a semester long externship at the Florida Supreme Court, where he served as a judicial extern to the Honorable John D. Couriel. In 2018, Jonathan graduated from the University of Michigan with a B.A. in Political Science.

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 a Law Clerk with Bursor & Fisher, P.A. who is interested in data privacy and consumer class actions. Kyle was a Summer Associate prior to joining the firm.

Kyle passed the July 2023 New York State Bar Examination and will be applying 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.

VOZZOLO LLC

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BURSOR & FISHER, P.A.

Philip L. Fraietta (NJ Bar No. 118322014)
Alec M. Leslie
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aleslie@bursor.com

Class Counsel

STEVEN DOVAL, MELISSA CUELLO, and
CEANA CUELLO, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

FAIRLEIGH DICKINSON UNIVERSITY,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BERGEN COUNTY

Case No. BER-L-004966-20

**CERTIFICATION OF ANTONIO VOZZOLO IN SUPPORT OF PLAINTIFFS'
MOTION FOR AWARD OF ATTORNEYS' FEES, COSTS, EXPENSES, AND
APPROVAL OF INCENTIVE AWARDS**

I, Antonio Vozzolo, certify as follows:

1. I am an attorney at law licensed to practice in the State of New Jersey. I am a member of the bar of this Court and founder of Vozzolo LLC, Settlement Class Counsel appointed by this Court in its May 14, 2024 Order preliminarily approving the proposed settlement of this litigation.

2. I actively participated in all aspects of this action, including negotiation of the settlement, and am fully familiar with the proceedings being resolved. If called upon, I am competent to testify that the following facts are true and correct to the best of my knowledge, information, and belief.

3. I submit this Certification in support of Plaintiffs' Motion for Award of Attorneys' Fees and Expenses, and Approval of Incentive Awards.

4. This Certification summarizes the work performed in this litigation by Vozzolo LLC. Given my role in this litigation, I have personal and extensive knowledge of the legal services rendered by the attorneys requesting fees and expenses. Class Counsel have dedicated significant time and resources to litigating this case on behalf of the Settlement Class. Their legal services were performed on a wholly contingent fee basis. Therefore, Class Counsel has assumed the risk of non-payment in litigating and prosecuting this action and have at all times ensured that sufficient resources were made available.

5. Among other things, to achieve this Settlement, the work that Vozzolo LLC has committed to this case has been substantial. Among other efforts, the firm has done the following litigation actions: (a) conducted an extensive pre-suit investigation that laid the groundwork for a comprehensive and detailed complaint ("Complaint"); (b) corresponded with and interviewed class members who were injured by Defendant's conduct, as well as reviewing

secondary sources, such as websites and online message boards, to assess class members' experiences with Fairleigh Dickinson University's ("FDU") conduct during the COVID-19 pandemic; (c) researched and drafted portions of Plaintiffs' memorandum of law in opposition to Defendant's motions to dismiss the Complaint; (d) reviewed and prepared notices of supplemental authority and/or drafted responses to notice of supplemental authorities; (e) assisted with the preparation and development of a joint discovery plan; (f) reviewed and edited the confidentiality order; (g) engaged in discovery, including but not limited to propounding and reviewing discovery by and between the parties; (h) engaged in numerous meet and confers regarding disputes with defense counsel; (i) participated in numerous, spirited settlement negotiation conferences with defense counsel, including two (2) mediation sessions with the Hon. Frank A. Buczynski, Jr. (Ret.); (j) drafted the Settlement Agreement and ancillary notice documents; (k) researched and drafted portions for the briefing for preliminary approval of the Settlement; and (l) fielded numerous telephone calls from Settlement Class Members concerning the Settlement.

BACKGROUND AND EXPERIENCE OF VOZZOLO LLC

6. Antonio Vozzolo and/or Vozzolo LLC regularly engages in major complex litigation, and have extensive experience in consumer class action lawsuits that are similar in size, scope, and complexity to the present case. Prior to creating the firm in 2016, I was a partner at Faruqi & Faruqi, LLP (2004-2016), one of the country's leading securities litigation firms, serving in various capacities including Chair of the firm's Consumer Litigation Department, and Chair of the firm's Securities Litigation Department. Prior to that, I was an associate at Faruqi & Faruqi, LLP for five (5) years. I received my Juris Doctor from Brooklyn Law School in 1998.

7. Since 2011, I have served as lead or co-lead counsel in at least 19 putative consumer class action cases, including:

- *In re: Michaels Stores Pin Pad Litig.*, Case No. 1:11-CV-03350 CPK (N.D. Ill. June 8, 2011)
- *In re Haier Freezer Consumer Litig.*, No. C11-02911 (N.D. Cal. Aug. 17, 2011)
- *Loreto v. Coast Cutlery Co.*, No. 11-3977 (D.N.J. Sep. 8, 2011)
- *Rodriguez v. CitiMortgage, Inc.*, No. 1:11-cv-04718 (S.D.N.Y. Nov. 14, 2011)
- *Avram v. Samsung Elecs. Am., Inc.*, No. 11-6973 (D.N.J. Jan 3, 2012)
- *Rossi v. Procter & Gamble Co.*, No. 11-7238 (D.N.J. Jan. 31, 2012)
- *Dzielak v. Whirlpool Corp.*, No. 2:12-cv-0089 (D.N.J. Feb. 21, 2012)
- *Jovel et al., v. i-Health, Inc.*, No 1:12-cv-05614 (E.D.N.Y. March 27, 2012)
- *Dei Rossi v. Whirlpool Corp.*, No. 12-125 (E.D. Cal. Apr. 19, 2012)
- *In re Scotts EZ Seed Litig.*, No. 7:12-cv-4727 (VB) (S.D.N.Y. Sept. 19, 2012)
- *Forcellati et al., v Hyland's, Inc. et al.*, No. CV 12-1983-GHK (C.D. Cal. Nov. 8, 2012)
- *In re Sinus Buster Prods. Consumer Litig.*, No. 12-2429 (E.D.N.Y. Dec. 17, 2012)
- *In re 5-Hour ENERGY Mktg. and Sales Practice Litig.*, No. 13-ml-2438 (C.D. Cal. Nov. 8, 2013)
- *Potzner v. Tommie Copper Inc., et al.*, No. 7:15-cv-03183 (S.D.N.Y. Jan. 4, 2016)
- *Inocencio, et al. v. Telebrands Corp.*, No. BER-L 4378-16 (N.J. Super. Ct. 2016)
- *Robbins, et al. v. Gencor Nutrients, Inc., et al.*, No. 16AC-CC00366 (Cir. Ct., Cole County, Missouri 2016)
- *Liptai v. Spectrum Brands Holdings Inc., et al.*, Case No. 2018CV000321 (Cir. Ct., Dane County, Wisconsin 2018)
- *Fried v. JPMorgan Chase & Co., et al.*, No. 2:15-cv-02512 (D.N.J. March 28, 2019)
- *Buffington v. Progressive Advanced Insurance Co.*, No. 20-cv-07408 (S.D.N.Y. Aug. 23, 2022).

8. Attached hereto as **Exhibit A** is a true and correct copy of the firm resume of Vozzolo LLC.

**SETTLEMENT CLASS COUNSEL AND VOZZOLO LLC'S FEE
AND EXPENSES REQUEST ARE REASONABLE**

9. This declaration goes on to describe the lodestar fees and expenses for Vozzolo LLC.

10. From the outset, Class Counsel anticipated spending hundreds of hours litigating these claims with no guarantee of success, knew that prosecution of this case would require that other work be foregone, understood that there was substantial uncertainty regarding the applicable legal and factual issues particularly in this case, with Plaintiffs' novel claims with respect to COVID refund litigation, and continued to prosecute the case in the face of substantial opposition.

11. As is the general practice of most law firms, each of the attorneys and support staff at Vozzolo LLC are responsible for keeping track of their billable time. I have personally reviewed all of my firm's time entries, and have used billing judgment to ensure that duplicative or unnecessary time has been excluded and that only time reasonably devoted to the litigation has been included. The time and descriptions displayed in my firm's billing records were regularly and contemporaneously recorded by me and have been maintained in the computerized records of my firm.

12. As of June 15, 2024, the total hours billed by Vozzolo LLC is 276.20. The total lodestar based on the law firm's current rates is \$205,045.00 as of that same date.¹ The Supreme Court and other courts have held that the use of current rates is proper since such rates compensate for inflation and the loss of use of funds. *See Missouri v. Jenkins*, 491 U.S. 274, 283-84 (1989).

¹ This time does not include any time spent on fee-related work.

13. Attached hereto as **Exhibit B** is a summary of my firm's time related to hours spent litigating this matter and the lodestar calculation utilizing Counsel's current hourly billing rates.² Moreover, the hourly rates of the attorneys listed in **Exhibit B**, are supported by decisions from various courts throughout the country and specifically in New Jersey as detailed below. As noted herein, the time summary was prepared from contemporaneous daily time records regularly prepared and maintained by my firm, which are available at the request of the Court.

14. Throughout the litigation, Class Counsel took measures to avoid duplicative work and to promote efficiency. Class Counsel undertook assignments in a coordinated manner to ensure that talents were properly used and that information acquired through discovery was appropriately catalogued and incorporated into litigation strategy and ultimately, a settlement strategy. Class Counsel worked cooperatively and collaboratively throughout this litigation, embracing a team approach to ensure efficiency.

15. Not being paid by the hour, Class Counsel in this case had an incentive to conduct their efforts efficiently. So too, being responsible for advancing all expenses, Class Counsel had an incentive not to expend funds unnecessarily.

16. All of the hours incurred by Vozzolo LLC were reasonably devoted to advancing and protecting the interests of our clients and the public in this case, and would have been billed to a fee-paying client. This time does not include any time spent on fee-related work.

² Courts may "rely on summaries submitted by the attorneys and need not review actual billing records. *Krell v. Prudential Ins. Co. of Am. (In Re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions)*, 148 F.3d 283, 342 (3d Cir. 1998) (finding no abuse of discretion where district court "relied on time summaries, rather than detailed time records.") *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 306-307 (3d Cir 2005).

17. In addition, Vozzolo LLC expended \$669.45 in out-of-pocket expenses in connection with the prosecution of this case. Attached as **Exhibit C** is a chart showing those expenses by category. The actual expenses incurred in the prosecution of this case are reflected on the computerized accounting records of my law office. Those accounting records are prepared by accounting staff from receipts and check records and accurately reflect all actual expenses incurred. Upon request, we will provide the Court with copies of documentation for each of the costs itemized above.

18. Additionally, based on my knowledge and experience, the hourly rates charged by Vozzolo LLC are within the range of market rates charged for similar work performed by attorneys of equivalent experience, skill, and expertise. Moreover, these are the same hourly rates that Vozzolo LLC actually charges to our regular hourly clients who have retained us for non-contingent matters, and which are actually paid by those clients. As a matter of firm policy, we do not discount our regular hourly rates for non-contingent hourly work.

19. I have general familiarity and personal knowledge of the range of hourly rates typically charged by plaintiffs' class action counsel in New Jersey and throughout the United States, both on a current basis and in the past. In determining my firm's hourly rates, I have consciously taken market rates into account and have aligned our rates with the market.

20. This familiarity has been obtained in several ways: (1) by litigating attorneys' fee applications; (2) by discussing fees with other class action 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 attorneys' fees in legal newspapers and treatises. The information I have gathered shows that the rates of Vozzolo LLC 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.

21. In fact, comparable hourly rates have been found reasonable by various courts in New Jersey for reasonably comparable services, including:

- *Rieger v. Volkswagen Grp. of Am., Inc.*, No. 21-cv-10546-ESK-EAP, 2024 U.S. Dist. LEXIS 88656, at *23-24 (D.N.J. May 16, 2024) (examining fees within Philadelphia/New Jersey legal market at time of fee application and finding fees ranging from \$540 to \$1,075 for attorneys, including \$950 per hour for a partner with 30 years of experience and \$550 per hour for an attorney with ten years of experience “within the range approved for similar cases within this District” in consumer class action);
- *In re Volkswagen Timing Chain Prod. Liab. Litig.*, Civil Action No. 16-2765 (JLL)(JAD), 2018 U.S. Dist. LEXIS 247091 (D.N.J. Dec. 14, 2018) (approving 2018 billable rates ranging from \$625 to \$900 for partners and associates between \$400 and \$625 per hour);
- *Diaz, et al. v. TD Bank, N.A.*, 16-2395 (D.N.J. 2018) (approving billable rates ranging from \$550 and \$800 per hour for partners and associates between \$350 and \$500 per hour);
- *Henderson v. Volvo Cars of N. Am., LLC*, Civil Action No.: 09-4146 (CCC), 2013 WL 1192479, at *16 (D.N.J. Mar. 22, 2013) (approving billable rates which ranged from \$175 to \$700 per hour);

- *In re Johnson & Johnson*, 2013 U.S. Dist. LEXIS 180822, at *229-31 (D.N.J. June 13, 2013) (approving \$750 per hour as a reasonable rate for partner with over 20 years of experience and \$450 per hour as reasonable rate for associate with 10-19 years of experience);
- *In re Merck & Co. Vytorin ERISA Litig.*, No. 08-CV-285 (DMC), 2010 U.S. Dist. LEXIS 12344, at *45 (D.N.J. Feb. 9, 2010) (approving billable rates which ranged between \$250 and \$850 per hour).
- *In re Schering-Plough/Merck Merger Litig.*, No. 09-1099 (DMC), 2010 WL 1257722, at *18 (D.N.J. Mar. 26, 2010) (“...an overall hourly lodestar non-weighted average ranging from \$ 465.68 to \$ 681.15 is not unreasonable in light of similar rates charged in the market and in light of the usual billing rates documented in counsel’s declarations to the Court.”).

22. The reasonableness of my firm’s hourly rates are also supported by a 2014 National Law Journal surveys of legal rates, which sampled several New Jersey firms. As reflected therein, the firm Lowenstein Sandler has a high partner rate of \$755.00 per hour and Gibbons has a high partner rate of \$865.00. Lowenstein Sandler has a high associate rate of \$650.00, whereas Gibbons has a high associate rate of \$475.00. See <http://www.nationallawjournal.com/id=1202636785489/Billing-Rates-Across-theCountry?slreturn=20170114104418> (last accessed June 26, 2024). Moreover, counsel for Defendant FDU, Troutman Sanders (referenced in the same survey) had a high partner rate of \$975.00 per hour in 2014. *Id.*

23. The current fee schedule used by the Community Legal Services of Philadelphia (“CLS”), last updated January 19, 2023, and available at <https://clsphila.org/about-community-legal-services/attorney-fees/>, shows ranges of hourly rates including \$735-850 for attorneys with more than 25 years of experience. The CLS fee ranges are sometimes relied upon by courts within the Philadelphia/New Jersey area. *See, e.g., Rieger v. Volkswagen Grp. of Am., Inc.*, No. 21-cv-10546-ESK-EAP, 2024 U.S. Dist. LEXIS 88656, at *23-24 (D.N.J. May 16, 2024).

24. In addition to my general familiarity with market rates and my review of the hourly rates claimed by other class action counsel, my conclusion that Vozzolo LLC’s hourly rates are reasonable is bolstered by prior fee applications I have submitted in at least ten (10) matters, including four (4) in New Jersey:

New Jersey

i. In *Fried v. JPMorgan Chase & Co., et al.*, No. 2:15-cv-02512 (D.N.J. March 28, 2019), the Court approved 2019 partner rates of \$795-\$950, associate rates of \$425-\$700, and a specific rate of \$795 for Antonio Vozzolo in granting plaintiffs’ motion for final approval and for award of attorneys’ fees, costs, and incentive awards, as set forth in ECF No. 88.

ii. In *Inocencio v. Telebrands Corporation*, Docket No. BER-L-4378-16 (N.J. Super. Ct. 2016), the Court approved a 2017 partner rate of \$675 for Antonio Vozzolo in granting plaintiffs’ motion for final approval and for award of attorneys’ fees, costs, and incentive awards, as set forth in ECF No. 56, and finding at the final approval hearing “that the attorney’s fees are very reasonable in light of the results achieved.” (March 3, 2017 Transcript at 11:5-6)

iii. In *Loreto v. Coast Cutlery Co.* Case No. 2:11-cv-03977 (D.N.J. Sep. 8, 2011), the Court approved 2014 partner rates of \$875-\$675, and a specific rate of \$675 for Antonio Vozzolo in granting plaintiffs' motion for final approval and for award of attorneys' fees, costs, and incentive awards, as set forth in ECF No. 56.

iv. In *Rossi v. Proctor & Gamble Co.*, No. 11-7238 (JLL), 2013 U.S. Dist. LEXIS 143180, at *30 (D.N.J. Oct. 3, 2013) the Court found that the 2013 hourly partner rates of \$850-\$650, and a specific rate of \$650 for Antonio Vozzolo, and associate rates of \$535-\$375, including a specific rate of \$390 for Andrea Clisura (as set forth in ECF No. 76-4) "are based on a reasonable hourly billing rate for such services given the geographical area, the nature of the services provided and the experience of the lawyer."

Other Courts

v. In *Potzner v. Tommie Copper Inc.*, No. 15 CIV. 3183 (AT), slip op. (S.D.N.Y. May 4, 2018), the Court approved partner rates of \$795 per hour for Vozzolo LLC.

vi. In *In re Scotts EZ Seed Litig.*, No. 7:12-cv-4727 (VB), slip op. (ECF No. 367) (S.D.N.Y. Dec. 19, 2018), the Court approved plaintiffs' motion for award of attorneys' fees, costs, and expenses, including partner rates of \$795 per hour for Vozzolo LLC, as set forth in ECF No. 352, and associate rates of \$555-\$400, including a specific rate of \$450 for Andrea Clisura, as set forth in ECF No. 351-2.

vii. In *Rodriguez v. CitiMortgage, Inc.*, Case No. 11-cv-4718, (S.D.N.Y. Oct. 6, 2015), the Court concluded during the fairness hearing that the 2015 hourly rate of \$775 for Antonio Vozzolo was "reasonable." 10/6/15 Tr. at 14:24-15:14.

viii. In *Astiana v. Kashi Co.*, Case No. 11-CV-1967-H (BGS), 2014 U.S. Dist. LEXIS 127624 (S.D. Cal. Sept. 2, 2014) the Court approved 2014 partner rates of \$875-\$675,

and a specific rate of \$650 for Antonio Vozzolo, and associate rates of \$510-\$375, including a specific rate of \$450 for Andrea Clisura, as reasonable in granting plaintiffs' motion for final approval and for award of attorneys' fees, costs, and incentive awards, as set forth in ECF No. 229-4.

ix. In *Cox v. Clarus Marketing Group, LLC.*, 291 F.R.D. 473, 483 (S.D. Cal. 2013) the Court approved the 2013 hourly rates of class counsel, including the partner rates of \$850-\$625, and a specific rate of \$650 for Antonio Vozzolo, and associate rates of \$535-\$390, including a specific rate of \$390 for Andrea Clisura (as set forth in ECF No. 30-5 in Case No. 3:11-cv-02711-H-RBB), stating that "hourly rates charged by the attorneys appear reasonable in light of the experience of counsel and complexities of this case."

x. In *In re Alexia Foods, Inc. Litigation*, Case No. 4:11-cv-06119 PJH, ECF No. 66 (N.D. Cal. Dec. 12, 2013) the Court approved 2013 partner rates of \$875-\$650, and a specific rate of \$650 for Antonio Vozzolo in granting plaintiffs' motion for final approval and for award of attorneys' fees, costs, and incentive awards, as set forth in ECF No. 55-2.

xi. In *In re Haier Freezer Consumer Litigation*, Case No. C 11-02911 EJD, ECF No. 90 (N.D. Cal. Oct. 25, 2013) the Court approved 2013 hourly partner rates of \$850-\$645, and a specific rate of \$650 for Antonio Vozzolo, and associate rates of \$535-\$375, including a specific rate of \$390 for Andrea Clisura, in granting plaintiffs' motion for final approval and for award of attorneys' fees, costs, and incentive awards, as set forth in ECF No. 87-3.

25. The requested fees are reasonable in light of the factors enumerated in Rules of Professional Conduct 1.5(a), which include:

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly: As detailed above,

this action presented complex issues present in all consumer class actions, both procedurally and substantively. Only by addressing these issues and by being prepared to litigate them through trial was Class Counsel able to secure the excellent result contained within the Settlement. The reputation and skill of Class Counsel, as detailed above, further demonstrated to Defendant the ability, willingness and expertise to address each of these issues.

- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer: By undertaking representation of Plaintiffs' in this action, Class Counsel were unable to devote the time expended in prosecuting this action to other pending matters and to hourly paying clients.
- (3) the fee customarily charged in the locality for similar legal services: As detailed above, the fees requested are equal or below the rates charged in the local community for similar legal services, and in fact, have been approved by other Courts in New Jersey.
- (4) the amount involved and the results obtained: As detailed above, the requested fees are also justified in light of the significant result obtained for the Settlement Class.
- (5) the time limitations imposed by the client or by the circumstances: Class Counsel were under no specific time restraints in litigating this action, and were prepared to take the action to trial. Nevertheless, Class Counsel were able to obtain a highly beneficial result in a compact time frame without incurring

additional litigation expenses and expending additional time, saving the Parties and the Court valuable resources.

- (6) the nature and length of the professional relationship with the client: Class Counsel does not have a longstanding relationship with Plaintiffs. Nevertheless, Class Counsel has a longstanding reputation and track record in the successful prosecution of consumer class actions.
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services: Class Counsel has a longstanding reputation and track record in the successful prosecution of consumer class actions.
- (8) whether the fee is fixed or contingent: Class Counsel undertook this representation on a wholly contingent fee basis. This factor, however, is more fully addressed below as the basis for a reasonable fee enhancement.

26. The Court is also requested to consider that, despite the most vigorous and competent efforts of experienced class counsel, success in contingent class actions is never assured. Lawyers who focus in complex contingent matters live in a world of uncertainty. Unlike the defense bar, whose attorneys are paid regularly for each hour of service and are reimbursed on a current basis for expenses incurred, plaintiffs' contingency lawyers normally have no steady flow of income. Moreover, as demonstrated recently, changes in the law through legislation or judicial decree can potentially be catastrophic and can adversely impact pending litigation. The pecuniary losses suffered by plaintiffs' counsel in other actions, where insufficient settlement offers are rejected and plaintiffs' counsel receive little or no fee, should not be ignored in setting a fair fee. This occurs in many hard-fought lawsuits where, because of discovery of facts unknown when the case commenced, or a significant change in the law

during the pendency of the litigation, highly professional efforts of members of the plaintiff's bar produce no result for the class, and hence, no fee for counsel. As a result of the contingent nature of this representation, Plaintiffs' Counsel should be granted the modest fee enhancement requested. Such an enhancement due to the contingent nature of the representation is consistently with New Jersey law.

27. This fee and expense award is entirely reasonable as compensation for the work performed on behalf of the Settlement Class Members. Class Counsel's compensation for the services rendered has been completely contingent.

28. Vozzolo LLC undertook this representation on a wholly contingent basis recognizing that the risk of non-payment has been high throughout this litigation. There were substantial uncertainties in the viability of this case as a class action, as well as substantial uncertainties in the merits of the underlying claims. Although we believed the case to be meritorious, a realistic assessment shows that the risks inherent in the resolution of the liability issues, protracted litigation in this action as well as the probable appeals process, are great.

29. Had Class Counsel not reached this settlement with Defendant, we would have vigorously prosecuted the case at trial. Class Counsel were therefore at great risk for non-payment. In addition, as described above, Class Counsel would have advanced material expenses that would not have been reimbursed absent a successful result.

30. Due to the commitment of time and capital required to litigate this action, my firm had to forego significant other work since the initiation of this litigation, including work for paying clients billed by the hour on a non-contingent basis, as well as other class action cases.

31. I also believe that the quality of the work performed by Class Counsel in attaining the Settlement may also be evaluated, in part, in light of the quality of the opposition. FDU was represented by Troutman Pepper, a firm well known for its skilled and professional representation of its clients, including in complex civil litigation defense work. In the face of this high caliber opposition, Class Counsel vigorously pursued the instant matter and achieved a significant award for the Settlement Class.

I certify the foregoing statements made are true to the best of my knowledge, under penalty of perjury.

Executed on June 28, 2024 at Upper Saddle River, NJ.


Antonio Vozzolo

EXHIBIT A

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Upper Saddle River, NJ 07458

VOZZOLO LLC
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New City, NY 10956

FIRM RESUME

Vozzolo LLC is a civil litigation firm with offices in New York and New Jersey. The firm focuses on complex litigation, including consumer protection class actions, as well as securities and shareholder derivative litigation. The firm litigates cases throughout the country, including both federal and state courts. The firm's attorneys are experienced in, and thoroughly familiar with, all aspects of class action litigation, including the underlying substantive law, the substance and procedure of class certification, and trial. In numerous high-profile matters, Vozzolo LLC's founder, Antonio Vozzolo, has played a principal or lead role establishing new law, obtaining groundbreaking rulings and securing substantial recoveries for his clients.

ANTONIO VOZZOLO

Antonio Vozzolo is a civil litigator and trial lawyer who focuses on complex litigation, class actions and consumer protection. Before creating the firm in 2016, Mr. Vozzolo was a partner at Faruqi & Faruqi, LLP, one of the country's leading securities litigation firms, serving in various capacities including: Chair of the firm's Consumer Litigation Department, and Chair of the firm's Securities Litigation Department. There, he represented aggrieved individuals, consumers and investors in a wide variety of contexts, including consumer protection and securities litigation, as well as shareholder derivative, merger and transactional litigation. Over his 20-year career, Mr. Vozzolo has recovered hundreds of millions of dollars and other significant remedial benefits on behalf of consumers and investors.

In Fried v. JPMorgan Chase & Co., et al., No. 2:15-cv-02512 (D.N.J. April 8, 2015), Vozzolo LLC represented a nationwide class of customers of defendant arising out of the improper collection of Private Mortgage Insurance ("PMI") on residential mortgage transactions in violation of the

Homeowners Protection Act of 1998, 12 U.S.C. § 4901 (“HPA”). A settlement was obtained, providing class members with a total benefit valued at \$19.5 million in monetary and injunctive relief.

In *Bates v. Kashi Co., et al.*, Case No. 11-CV-1967-H BGS (S.D. Cal. 2011), Mr. Vozzolo served as co-lead counsel, securing a \$5.0 million settlement fund on behalf of California consumers who purchased Kashi products that were deceptively labeled as “nothing artificial” and “all natural.” The settlement provided class members with a full refund of the purchase price in addition to requiring Kashi to modify its labeling and advertising to remove “All Natural” and “Nothing Artificial” from certain products. As noted by Judge Marilyn L. Huff in approving the settlement, “Plaintiffs’ counsel has extensive experience acting as class counsel in consumer class action cases, including cases involving false advertising claims.”

Moreover, in *Thomas v. Global Vision Products*, Case No. RG-03091195 (California Superior Ct., Alameda Cty.), Mr. Vozzolo served as co-lead counsel in a consumer class action lawsuit against Global Vision Products, Inc., the manufacturer of the Avacor hair restoration product and its officers, directors and spokespersons, in connection with the false and misleading advertising claims regarding the Avacor product. Though the company had declared bankruptcy in 2007, Mr. Vozzolo, along with his co-counsel, successfully prosecuted two trials to obtain relief for the class of Avacor purchasers. In January 2008, a jury in the first trial returned a verdict of almost \$37 million against two of the creators of the product. In November 2009, another jury awarded plaintiff and the class more than \$50 million in a separate trial against two other company directors and officers. This jury award represented the largest consumer class action jury award in California in 2009 (according to VerdictSearch, a legal trade publication).

In *In re Purchase Pro Inc. Securities Litig.*, Master File No. CV-S-01-0483-JLQ (D. Nev. 2001), Mr. Vozzolo served as co-lead counsel for the class, securing a \$24.2 million settlement fund in a case involving federal securities fraud litigation. As noted by Senior Judge Justin L. Quackenbush

in approving the settlement, “I feel that counsel for plaintiffs evidenced that they were and are skilled in the field of securities litigation.”

More recently, in *Jovel v. I-Health, Inc.*, Case No. 12-CV-5614 MDG (E.D.N.Y. 2012), Mr. Vozzolo served as counsel in a consumer class action challenging the marketing of certain brain health supplements. A settlement was obtained, providing class members with a cash refund of up to the actual purchase price. As noted by Judge Marilyn D. Go in approving the settlement, “Mr. Vozzolo [and co-lead counsel] are attorneys with substantial experience litigating consumer class action, and are associated with firms specializing in class actions.” Similarly, in *Potzner v. Tommie Copper Inc., et al.*, No. 7:15-cv-03183 (S.D.N.Y. Jan. 4, 2016), Judge Analisa Torres noted that “plaintiffs’ counsel has substantial experience in successfully litigating consumer class actions.”

Below is a non-exhaustive list of settlements where Mr. Vozzolo served as lead or co-lead counsel:

- *Fried v. JPMorgan Chase & Co., et al.*, No. 2:15-cv-02512 (D.N.J. April 8, 2015). Vozzolo LLC represented a nationwide class of customers of defendant arising out of the improper collection of Private Mortgage Insurance (“PMI”) on residential mortgage transactions. A settlement was obtained, providing class members with a settlement valued at \$19.5 million in monetary and injunctive relief.
- *Liptai v. Spectrum Brands Holdings, Inc., et al.*, No. 2018cv000321 (Dane County, WI 2018). Vozzolo LLC represented a nationwide class of purchasers of defendants’ small kitchen appliances. A settlement was obtained, providing class members with a cash refunds of up to \$4.00.
- *Robbins, et al. v. Gencor Nutrients, Inc., et al.*, No. 16AC-CC00366 (Cir. Ct. Cole County, Missouri 2016). Vozzolo LLC represented a nationwide class of purchasers of defendants’ testosterone boosting supplements. A settlement was obtained, providing class members with a cash refunds of up to \$14.52.
- *Potzner v. Tommie Copper Inc., et al.*, No. 7:15-cv-03183 (S.D.N.Y. Jan. 4, 2016). Vozzolo LLC represented a nationwide class of purchasers of defendants’ “copper-infused” or “zinc-infused” compression apparel. A settlement fund was obtained, providing class members with a cash refunds of up to \$10.00.
- *Inocencio, et al. v. Telebrands Corp.*, No. BER-L 4378-16 (N.J. Super. Ct. 2016). Vozzolo LLC represented a proposed nationwide class of consumers who purchased certain “Pocket

Hose” brand of expandable garden hoses. A settlement was obtained, providing full relief to class members, including cash refunds of up to \$50.00.

- *Forcellati et al., v Hyland’s, Inc. et al.*, No. CV 12-1983-GHK (C.D. Cal. Nov. 8, 2012). Mr. Vozzolo represented a certified nationwide class of purchasers of children’s homeopathic cold and flu remedies. A settlement was obtained, providing class members with cash refunds of up to the full purchase price.
- *Dei Rossi v. Whirlpool Corp.*, No. 12-125 (E.D. Cal. Apr. 19, 2012). Mr. Vozzolo represented a certified class of consumers who purchased certain KitchenAid refrigerators marketed as Energy Star qualified when they were not. A settlement was obtained, providing class members with cash payments of \$55.00 to recoup the excess energy costs of their appliances.
- *In re Sinus Buster Products Consumer Litig.*, Case No. 1:12-cv-02429-ADS-AKT (E.D.N.Y. 2012). Mr. Vozzolo represented a nationwide class of purchasers of assorted cold, flu and sinus products. A settlement was obtained, providing class members with a cash refund up to \$10.00 and requiring defendant to discontinue the marketing and sale of certain products.
- *In Rodriguez v. Citimortgage, Inc.*, Case No. 11-cv-4718-PGG (S.D.N.Y. 2015). Mr. Vozzolo represented a nationwide class military servicemembers related to foreclosure violations of the Servicemembers Civil Relief Act. A \$38 million class settlement was obtained, where each class member was entitled to \$116,785 plus lost equity in the foreclosed property and interest thereon.
- *In re: Haier Freezer Consumer Litig.*, Case No. 5:11-CV-02911-EJD (N.D. Cal. 2011). Mr. Vozzolo represented a nationwide class of consumers who purchased certain model freezers, which were sold in violation of the federal standard for maximum energy consumption. A settlement was obtained, valued at \$4 million, providing class members with cash payments of between \$50.00 and \$325.80.
- *Loreto v. Coast Cutlery Co.*, Case No. 11-3977 SDW-MCA (D.N.J. 2011). Mr. Vozzolo represented a proposed nationwide class of people who purchased stainless steel knives and multi-tools that were of a lesser quality than advertised. A settlement was obtained, providing class members with a full refund of the purchase price.
- *Rossi v Procter & Gamble Company.*, Case No. 11-7238 (D.N.J. 2011). Mr. Vozzolo represented a nationwide class of consumers who purchased deceptively marketed “Crest Sensitivity” toothpaste. A settlement was obtained, providing class members with a full refund of the purchase price.
- *In re: Michaels Stores Pin Pad Litig.*, Case No. 1:11-CV-03350 CPK (N.D. Ill. 2011). Mr. Vozzolo represented a nationwide class of persons against Michaels Stores, Inc. for failing to secure and safeguard customers’ personal financial data. A settlement was obtained, which provided class members with monetary relief for unreimbursed out-of-pocket losses

incurred in connection with the data breach, as well as up to four years of credit monitoring services.

- *In re: HP Power-Plug Litigation*, Case No. 06-1221 (N.D. Cal. 2006). Mr. Vozzolo represented a proposed nationwide class of consumers who purchased defective laptops manufactured by defendant. A settlement was obtained, which provided full relief to class members, including, among other benefits, a cash payment of up to \$650.00 per class member, or in the alternative, a repair free-of-charge and new limited warranties accompanying repaired laptops.
- *Delre v. Hewlett-Packard Co.*, C.A. No. 3232-02 (N.J. Super. Ct. 2002). Mr. Vozzolo represented a proposed nationwide class of consumers (approximately 170,000 members) who purchased, HP dvd-100i dvd-writers (“HP 100i”) based on misrepresentations regarding the write-once (“DVD+R”) capabilities of the HP 100i and the compatibility of DVD+RW disks written by HP 100i with DVD players and other optical storage devices. A settlement was obtained, which provided full relief to class members, including among other benefits, the replacement of the defective HP 100i with its more current, second generation DVD writer, the HP 200i, and/or refunds of the \$99.00 it had charged some consumers to upgrade from the HP 100i to the HP 200i prior to the settlement.

In addition, Mr. Vozzolo, has considerable leadership experience in complex litigation, serving as lead or co-lead counsel in at least 19 putative consumer class action cases since 2011, including:

- *In re: Michaels Stores Pin Pad Litig.*, Case No. 1:11-CV-03350 CPK (N.D. Ill. June 8, 2011)
- *In re Haier Freezer Consumer Litig.*, No. C11-02911 (N.D. Cal. Aug. 17, 2011)
- *Loreto v. Coast Cutlery Co.*, No. 11-3977 (D.N.J. Sep. 8, 2011)
- *Astiana v. Kashi Co.*, No. 3:11-cv-01967-H BGS (S.D. Cal. Sept. 28, 2011)
- *Rodriguez v. CitiMortgage, Inc.*, No. 1:11-cv-04718 (S.D.N.Y. Nov. 14, 2011)
- *Avram v. Samsung Elecs. Am., Inc.*, No. 11-6973 (D.N.J. Jan 3, 2012)
- *Rossi v. Procter & Gamble Co.*, No. 11-7238 (D.N.J. Jan. 31, 2012)
- *Dzielak v. Whirlpool Corp.*, No. 2:12-cv-0089 (D.N.J. Feb. 21, 2012)
- *Dei Rossi v. Whirlpool Corp.*, No. 12-125 (E.D. Cal. Apr. 19, 2012)
- *In re Scotts EZ Seed Litig.*, No. 7:12-cv-4727 (VB) (S.D.N.Y. Sept. 19, 2012)
- *Forcellati et al., v Hyland’s, Inc. et al.*, No. CV 12-1983-GHK (C.D. Cal. Nov. 8, 2012)

- *In re Sinus Buster Prods. Consumer Litig.*, No. 12-2429 (E.D.N.Y. Dec. 17, 2012)
- *In re 5-Hour ENERGY Mktg. and Sales Practice Litig.*, No. 13-ml-2438 (C.D. Cal. Nov. 8, 2013)
- *Fried v. JPMorgan Chase & Co., et al.*, No. 2:15-cv-02512 (D.N.J. April 8, 2015)
- *Potzner v. Tommie Copper Inc., et al.*, No. 7:15-cv-03183 (S.D.N.Y. April 22, 2015)
- *Inocencio, et al. v. Telebrands Corp.*, No. BER-L 4378-16 (N.J. Super. Ct. 2016)
- *Robbins, et al. v. Gencor Nutrients, Inc., et al.*, No. 16AC-CC00366 (Cir. Ct. Cole County, Missouri 2016)
- *Liptai v. Spectrum Brands Holdings, Inc., et al.*, No. 2018cv000321 (Dane County, WI 2018).
- *Buffington v. Progressive Advanced Insurance Co.*, No. 20-cv-07408 (S.D.N.Y. Aug. 23, 2022)

Mr. Vozzolo is also experienced in the substance and procedure of class certification, obtaining class certification in the following contested consumer class actions:

- *Buffington v. Progressive Advanced Insurance Co.*, No. 20-cv-07408 (S.D.N.Y. Aug. 23, 2022)
- *Dei Rossi v. Whirlpool Corp.*, No. 2:12-cv-125 (E.D. Cal. Apr. 28, 2015)
- *Forcellati v. Hyland's, Inc.*, No. CV 2:12-cv-1983-GHK (C.D. Cal. Apr. 9, 2014)
- *In re Scotts EZ Seed Litig.*, No. 7:12-cv-04727 (S.D.N.Y. Jan. 26, 2015)
- *Astiana v. Kashi Co.*, No. 3:11-cv-01967-H BGS (S.D. Cal. July 30, 2013)
- *Dzielak v. Whirlpool Corp., et al.*, No. 12-CIV-0089 SRC-MAS (D.N.J. Feb. 12, 2012)
- *Thomas v. Global Vision Products, Inc., et al.*, No. RG03-091195 (Cal. Super. Ct. Alameda Cnty. 2003)

In recognition of his outstanding work on behalf of clients, Mr. Vozzolo has been regularly sought out to comment on important consumer protection matters. For example, Mr. Vozzolo was quoted in a *New York Times* article related to recent proposed legislation attempting to ban consumer

class actions related to the Energy Star program. Matthew L. Wald, *Whirlpool Wants Congress to Ban Class-Action Suits Tied to Energy Star Program*, Energy & Environment, NY TIMES, July 20, 2014, available at <http://www.nytimes.com/2014/07/21/business/energy-environment/whirlpool-wants-congress-to-ban-class-action-suits-tied-to-energy-star-program.html>. More recently, Mr. Vozzolo was invited to participate in the September 21, 2015 Federal Trade Commission Panel on Homeopathic Medicine & Advertising to discuss the legal and regulatory implications of the advertising and marketing claims made by manufacturers of homeopathic products.¹

Mr. Vozzolo graduated, *cum laude*, from Fairleigh Dickinson University in 1992 with a Bachelor of Science (B.Sc.), where he was on the Dean's List, and with a Masters in Business Administration (M.B.A.) in 1995. He is a graduate of Brooklyn Law School (1998). Mr. Vozzolo served as an intern to the Honorable Ira Gammerman of the New York Supreme Court and the New York Stock Exchange while attending law school.

He is a member of the bars of the State of New York, the State of New Jersey, the United States District Court for the District of New Jersey, the United States District Court for the Southern District of New York, the United States District Court for the Eastern District of New York, the United States Court of Appeals for the Second Circuit, the United States Court of Appeals for the Sixth Circuit, the United States Court of Appeals for the Ninth Circuit, and the United States Court of Appeals for the Eleventh Circuit.

¹ See https://www.ftc.gov/system/files/documents/videos/homeopathic-medicine-advertising-part-2/ftc_homeopathic_medicine_and_advertising_workshop_-_transcript_segment_2.pdf.

ATTORNEY PROFILE-OF COUNSEL & ASSOCIATES

ANDREA CLISURA (Associate)

Andrea Clisura is experienced in complex litigation, commercial litigation, civil rights litigation, and consumer protection class action litigation. Prior to joining Vozzolo LLC, Ms. Clisura was a Staff Attorney for Disability Rights New York (“DRNY”), the Protection and Advocacy system in the State of New York. At DRNY, she represented clients with intellectual and developmental disabilities fighting discriminatory practices, including through putative class action litigation. She was lead attorney for DRNY in *Disability Rights New York, et al. v. The State of New York, et al.*, Case No. 17-cv-6965 (E.D.N.Y.), ongoing litigation asserting claims against the New York State Office for People with Developmental Disabilities for the failure to timely transition hundreds of former students from residential schools throughout New York and in neighboring states into community placements. She also represented a client in an action to terminate the restrictive guardianship of her person and property under Article 17-A of the New York Surrogate’s Court Procedure Act, a case which went to trial in Nassau County Surrogate’s Court and subsequently settled.

Previously, Ms. Clisura was an associate at boutique law firms in New York focusing on consumer class action litigation. As an associate at Levi & Korsinsky, LLP, Ms. Clisura identified and developed claims against Sony Mobile Communications (U.S.A.), Inc. and Sony Electronics, Inc. for deceptive advertising of Xperia smartphones and tablets as “waterproof.” The action was settled on behalf of a nationwide class and resulted in relief for consumers, including warranty extensions, changes to marketing materials, and individual monetary relief ranging from \$250 to \$340. *Landes, et al. v. Sony Mobile Communications (U.S.A.), Inc., et al.*, Case No. 17-cv-2264 (E.D.N.Y. Dec. 1, 2017). She also worked as part of the teams leading multi-district litigation in *In Re: Intel Corp. CPU Marketing, Sales Practices and Products Liability Litigation*, 3:18-md-2828-SI, MDL No. 2828 (D.

Oregon), relating to certain security vulnerabilities in Intel Corporation’s microprocessors, and *In Re: 100% Grated Parmesan Cheese Marketing and Sales Practices Litigation*, Case No. 16-cv-5802, MDL No. 2705 (N.D. Ill.), consolidating multiple class-action lawsuits alleging various manufacturers misleadingly market their products as “100%” grated parmesan cheese. At Faruqi & Faruqi, LLP, in a contested class action, Ms. Clisura was part of a team of attorneys that achieved nationwide certification of a class of purchasers of children’s homeopathic cold and flu remedies in *Forcellati et al., v Hyland’s, Inc. et al.*, No. 12-cv-1983-GHK (C.D. Cal. Nov. 8, 2012). Ultimately, a settlement was obtained, providing class members with cash refunds of up to the full purchase price of the products. Ms. Clisura was also part of the team in *Dei Rossi v. Whirlpool Corp.*, No. 12-125 (E.D. Cal. Apr. 19, 2012), which won a contested motion for class certification of a class of consumers who purchased certain KitchenAid refrigerators marketed as Energy Star qualified when they were not. A settlement was obtained, providing class members with cash payments of \$55.00 to recoup the excess energy costs of their appliances.

Ms. Clisura is a member of the State Bars of New York and New Jersey and a member of the bars of 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 United States District Court for the District of New Jersey. Ms. Clisura received her Juris Doctor from Brooklyn Law School, *magna cum laude* (2011). While attending Brooklyn Law School, Ms. Clisura served as an Associate Managing Editor of the Journal of Law and Policy and was a member of the Moot Court Honor Society, Appellate Advocacy Division. Her note, “None of Their Business: The Need for Another Alternative to New York’s Bail Bond Business,” was published in Brooklyn Law School’s Journal of Law and Policy. Ms. Clisura also gained experience in law school as an intern to the Honorable David G. Trager of the U.S. District Court for the Eastern District of New York and as a summer law intern with the U.S. Department of Justice, Antitrust Division, and a New York Legal Services office engaged in

foreclosure defense. Ms. Clisura earned a Bachelor of Arts in Metropolitan Studies and Sociology from New York University, *magna cum laude* (2005).

EXHIBIT B

EXH B

Doval v. FDU
 VOZZOLO LLC
 SUMMARY TIME REPORT

PROFESSIONAL*	HOURS	RATE	LODESTAR
Antonio Vozzolo (P)	157.30	\$850	\$133,705.00
Andrea Clisura (A)	118.90	\$600	\$71,340.00
TOTALS	276.20		\$205,045.00
Partner (P)			
Of Counsel (OC)			
Associate (A)			
Paralegal (PL)			

EXHIBIT C

EXHIBIT C

Matter: *Doval V. FDU*

Firm: VOZZOLO LLC

Re: EXPENSE REPORT (6/28/2024)

Category	Amount
Computer & Other Research Fee(s) (Lexis/Westlaw/Bloomberg)	\$ 178.25
Courier & Overnight Delivery Services	
Court Filing/Service Fees	\$ 400.00
Postage	\$ 91.20
Reproduction	
TOTAL EXPENSES	\$ 669.45

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – BERGEN COUNTY**

STEVEN DOVAL, MELISSA CUELLO, and
CEANA CUELLO, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

FAIRLEIGH DICKINSON UNIVERSITY,

Defendant.

Case No. BER-L-004966-20

**CERTIFICATION OF RONALD A. MARRON IN SUPPORT OF PLAINTIFFS’
MOTION FOR ATTORNEYS’ FEES, COSTS AND EXPENSES, AND INCENTIVE
AWARDS**

BURSOR & FISHER, P.A.

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**LAW OFFICES OF RONALD A.
MARRON, APLC**

Ronald A. Marron (pro hac vice)
651 Arroyo Drive
San Diego, California 92103
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Email: ron@consumersadvocates.com

I, Ronald A. Marron, declare as follows:

1. I am an attorney duly licensed to practice in California. I am a member of the bar of the State of California; the United States District Courts for the Northern, Central, Eastern, and Southern Districts of California; and the United States Court of Appeals for the Ninth Circuit. I am admitted *pro hac vice* to this Court for purposes of this action. I am the owner of the Law Offices of Ronald A. Marron, APLC, (the “Marron Firm”), and one of the Co-Lead Settlement Class Counsel appointed by this Court in its May 14, 2023 Order preliminarily approving the proposed settlement of this litigation (the “Settlement”). I submit this declaration in support of Plaintiffs’ motion for attorneys’ fees, costs and expenses, and incentive awards. I have personal knowledge of the facts set forth in this declaration, and, if called as a witness, could and would competently testify thereto under oath.

2. The Marron Firm is a class action and complex litigation firm based out of San Diego, California. The Marron Firm’s practice focuses on complex and class action litigation involving consumer fraud, data privacy, Ponzi schemes, shareholder derivative suits, and securities fraud matters. The Marron Firm has extensive experience in the litigation and settlement of complex class actions. Over the years I have acquired extensive experience in class actions and other complex litigation, and have obtained large settlements as lead counsel.

3. Attached hereto as **Exhibit A** is a current resume detailing the Marron Firm’s experience.

4. As set forth below, through Plaintiffs’ counsel’s diligent prosecution of this case, a significant monetary settlement has been achieved with Defendant. Plaintiffs’ counsel are proud of the Settlement and respectfully submit that the Settlement is fair, reasonable, adequate, and in the best interests of all Class members, and therefore should be approved by the Court.

5. As set forth below, through Plaintiffs’ diligent prosecution of this case, Plaintiffs reached a significant settlement with Defendant, which provides for the creation of a Settlement Fund into which Defendant must pay \$1,500,000. In addition to providing monetary awards to

members of the Settlement Class, the Settlement Fund covers taxes and expenses, costs associated with the administration of the settlement, Class Counsels' fees and costs, and any incentive awards to class representatives. The Settlement recovers a significant portion of the estimated damages for class members, and ensures that money remaining in the Fund after distribution will be used to create a scholarship for students in need.

6. Settlement Class Counsel are very proud of the Settlement and respectfully submit that the Settlement is fair, reasonable, adequate, and in the best interests of all Settlement Class Members, and therefore should be approved by the Court. In recognition of the substantial efforts by Settlement Class Counsel and the benefits achieved for the Class through this Settlement, Settlement Class Counsel requests that the Court approve payment of an award of \$500,000 or to 33 1/3% of the Settlement Fund in attorneys' fees and litigation costs and expenses. Defendant has agreed to pay this amount, subject to Court approval. This amount is fair to both the Settlement Class and Settlement Class Counsel and warrants Court approval. The fee request is within the range of fees customarily awarded in similar actions and is justified in light of the substantial benefit conferred on the Settlement Class, the risks undertaken, and the quality and extent of the services performed, as set forth herein and in the accompanying moving papers.

7. I am fully familiar with the facts and circumstances of the case, having actively participated in all aspects of this action, including negotiation of the Settlement.

8. Plaintiffs' counsel have achieved what I believe is an excellent settlement. Such a settlement is a reflection of the dedication and professionalism of the parties and their counsel.

9. All of the Marron Firm's work on this matter has been purely contingent in nature.

10. The Marron Firm has maintained detailed and contemporaneous records of the time spent by its attorneys, law clerks, and paralegals on this action. Attached hereto as **Exhibit B** is a summary of time and/or hours spent litigating this matter and the loadstar calculation utilizing our current normal billing rates. All time expended in preparing this application for fees and expenses has been excluded.

11. I reviewed these time and expense records to prepare this Certification. The purpose of this review was to confirm both the accuracy of the time entries and expenses and the necessity for, and reasonableness of, the time and expenses committed to the litigation. I believe that the time reflected in the firm's lodestar calculation and the expenses for which payment is sought as stated in this Certification are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation.

12. As of June 14, 2024, the total hours billed by our firm is 182.8. The total lodestar based on the law firm's current rates is \$117,509.50 as of that same date. The Supreme Court and other courts have held that the use of current rates is proper since such rates compensate for inflation and the loss of use of funds. *See Missouri v. Jenkins*, 491 U.S. 274, 283-84 (1989).

13. Throughout my involvement in this case, I did my part in ensuring that the tasks necessary to prosecute this case were allocated among the attorneys in my office and were conducted efficiently, without undue duplication of effort, and at minimal expenses. Not being paid by the hour, Plaintiffs' counsel in this case had an incentive to conduct their efforts efficiently.

14. All of the time we are claiming was reasonably devoted to advancing and protecting the interests of our clients and the public in this case, and would have been billed to a fee-paying client. This time does not include any time spent on fee-related work. The rates charged for all timekeepers are consistent with the rates charged in this forum for similar work performed by attorneys of comparable skill, experience, and reputation. *See Rieger v. Volkswagen Grp. of Am., Inc.*, No. 21-cv-10546-ESK-EAP, 2024 U.S. Dist. LEXIS 88656, at *23-24 (D.N.J. May 16, 2024) (examining fees within Philadelphia/New Jersey legal market at time of fee application and finding fees ranging from \$540 to \$1,075 for attorneys, including \$950 per hour for a partner with 30 years of experience and \$550 per hour for an attorney with ten years of experience "within the range approved for similar cases within this District" in consumer class action); *Diaz, et al. v. TD Bank, N.A.*, 16-2395 (D.N.J. 2018) (approving billable rates ranging from \$550 and \$800 per hour for partners and associates between \$350 and \$500 per hour). The hourly rates are listed in **Exhibit**

B have been approved by various courts. Expenses for matters are accounted for and billed separately and are not duplicated in our professional billing rates.

15. Courts have also recognized that my law firm's attorney's hourly rates are reasonable; for example:

a. On May 17, 2024, the Marron Firm's hourly rates of \$845 for Ronald A. Marron, \$605 for Kas L. Gallucci, \$570 for Michael Houchin, and \$515 for Lilach Halperin were approved in the matter of *Marin v. Cheeky Scientist, LLC, et al.*, Case No. 37-2022-00043918-CU-CO-CTL in the San Diego Superior Court before the Honorable Carolyn Caietti.

b. On November 21, 2023, the Marron Firm's hourly rates of \$645 for Alexis M. Wood and \$605 for Kas L. Gallucci were approved in the matter *In re UKG, Inc. Cybersecurity Litigation*, Case No. 3:22-cv-00346-SI (N.D. Cal.), where the Law Offices of Ronald A. Marron was appointed co-lead class counsel.

c. On August 2, 2023, the Marron Firm's hourly rates of \$815 for Ronald A. Marron, \$570 for Michael Houchin, and \$500 for Lilach Halperin were approved in the matter of *Mirzoyan et al. v. The Hershey Company*, Case No. CGC-20-583659 in the Superior Court of California for the County of San Francisco before the Honorable Samuel K. Feng presiding.

d. On July 21, 2023, the Marron Firm's hourly rates of \$845 for Ronald A. Marron, \$605 for Kas Gallucci, \$570 for Michael Houchin, and \$500 for Lilach Halperin were approved in the matter of *Robbins et al v. Plushcare, Inc. et al*, Case No. 3:21-cv-03444-MMC in the Northern District of California before the Honorable Maxine M. Chesney.

e. On December 14, 2022, the Marron Firm's hourly rates of \$815 for Ronald A. Marron, \$600 for Alexis M. Wood, \$575 for Kas L. Gallucci, \$550 for Michael Houchin; \$490 for Lilach Halperin and \$225 for paralegals and legal assistants were approved in the matter *Sanchez v. Allianz Life Insurance Company*

of *North America*, Case No. BC594715 (Los Angeles Sup. Ct.), where the Law Offices of Ronald A. Marron was appointed as co-lead class counsel.

f. On February 14, 2022, the Marron Firm's hourly rates of \$815 for Ronald A. Marron, \$550 for Michael Houchin, and \$490 for Lilach Halperin were approved in the matter of *Clark v. S.C. Johnson & Son, Inc.*, Case No. RG20067897 in the Superior Court of California for the County of Alameda before the Honorable Michael M. Markman presiding.

g. On October 8, 2021, the Marron Firm's hourly rates of \$815 for Ronald A. Marron, \$575 for Kas Gallucci, \$550 for Michael Houchin, \$490 for Lilach Halperin, and \$225 for paralegals and legal assistants were approved in the matter of *Young v. Neurobrands, LLC*, No. 4:18-CV-05907-JSW, 2021 WL 4784252 (N.D. Cal. Oct. 8, 2021), in the United States District Court for the Northern District of California before the Honorable Jeffrey S. White. *See* Dkt. No. 95 (Order Granting Plaintiffs' Motion for Attorneys' Fees, Costs, and Incentive Awards).

h. On July 4, 2021, the Marron Firm's hourly rates of \$815 for Ronald A. Marron, \$575 for Kas Gallucci, \$550 for Michael Houchin, \$490 for Lilach Halperin, and \$225 for paralegals and legal assistants were approved in the matter of *Randolph v. Amazon.com LLC*, Case No. 37-2017-00011078-CU-OE-CTL in the California Superior Court for the County of San Diego before the Honorable Keri Katz. *See* Dkt. No. 200 (declaration in support of fee motion) & Dkt. No. 210 (Order Granting Final Approval).

i. On March 4, 2021, the Marron Firm's hourly rates of \$815 for Ronald A. Marron, \$575 for Kas Gallucci, \$550 for Michael Houchin, \$490 for Lilach Halperin, and \$215 for paralegals and legal assistants were approved in the matter of *Fox, et al. v. Iowa Health System dba UnityPoint Health*, Case No. 3:18-cv-00327-jdp in the United States District Court for the Western District of

Wisconsin before the Honorable James D. Peterson (Dkt. No. 115 (Order Granting Final Approval) & Dkt. No. 98 (declaration in support of fee motion)).

j. On November 25, 2020, the Marron Firm's hourly rates of \$815 for Ronald A. Marron, \$550 for Michael Houchin, and \$490 for Lilach Halperin were approved in the matter of *Daniel McSwain v. Axos Bank*, Case No. 37-2019-00015784-CU-BC-CTL in the California Superior Court for the County of San Diego before the Honorable Judge Joel Wohfiel (Dkt. No. 71 (declaration in support of fee motion) & Dkt. No. 79 (Order Granting Final Approval)).

k. On November 19, 2020, the Marron Firm's hourly rates of \$815 for Ronald A. Marron, \$615 for Alexis Wood, \$575 for Kas Gallucci, \$550 for Michael Houchin, \$490 for Lilach Halperin, and \$225 for paralegals and legal assistants were approved in the matter of *Romero v. Securus Technologies, Inc.*, Case No. 3:16-cv-01283-JM-MDD in the United States District Court for the Southern District of California before the Honorable Judge Jeffrey T. Miller (Dkt. No. 181-2 (declaration in support of fee motion) & Dkt. No. 184 (Order Granting Final Approval)).

l. On August 3, 2020, the Marron Firm's hourly rates of \$815 for Ronald A. Marron, \$575 for Kas Gallucci, \$550 for Michael Houchin, \$490 for Lilach Halperin, and \$215 for paralegals and legal assistants were approved in the matter of *Hilsley v. Ocean Spray Cranberries, Inc.*, Case No. 3:17-cv-02335-GPC-MDD in the United States District Court for the Southern District of California before the Honorable Gonzalo P. Curiel (Dkt. No. 245-2 (declaration in support of fee motion) & Dkt. No. 259 (Order Granting Final Approval)).

m. On February 24, 2020, the Marron Firm's hourly rates of \$785 for Ronald A. Marron, \$495 for Michael Houchin, \$440 for Lilach Halperin, and \$215 for paralegals and legal assistants were approved in the matter of *Graves v. United Industries, Inc.*, Case No. :17-cv-06983- CAS-SK in the United States District Court for the Central District of California before the Honorable Christina A.

Snyder (Dkt. No. 78-2 (declaration in support of fee motion) & Dkt. No. 87 (Order Granting Final Approval)).

n. On January 20, 2020, the Marron Firm's hourly rates of \$785 for Ronald A. Marron, \$575 for Alexis Wood, \$525 for Kas Gallucci, and \$215 for paralegals and legal assistants were approved in the matter of *Esparza v. Smartpay Leasing, Inc.*, Case No. 3:12-cv-03421-WHA in the United States District Court for the Northern District of California before the Honorable William H. Alsup (Dkt. No. 110).

o. On October 11, 2019, the Marron Firm's hourly rates of \$785 for Ronald A. Marron, \$575 for Alexis Wood, \$525 for Kas Gallucci, and \$215 for paralegals and law clerks were submitted to the Court and approved in *Busch v. Bluestem Brands, Inc.*, No. 16-cv-0644 (WMW/HB), which received final approval, with costs and fees approved in full, on October 11, 2019. *See* Dkt. No. 106.

p. On October 7, 2019, the Marron Firm's hourly rates of \$785 for Ronald Marron, \$495 for Michael Houchin, \$440 for Lilach Halperin and other associate attorneys, and \$215 for paralegals were approved in the matter of *Woodard v. Labrada*, Case No. 5:16-cv-00189-JGB-SP that is pending in the United States District Court for the Central District of California before the Honorable Jesus G. Bernal. (Dkt. No. 295-2 (declaration in support of fee motion) & Dkt. No. 321 (final approval order)).

q. On September 12, 2019, the Honorable Jose E. Martinez of the Southern District of Florida approved the following hourly rates (Ronald A. Marron at \$785, Alexis Wood at \$575 and Kas Gallucci at \$525) in *Medina v. Enhanced Recovery Company, LLC*, No. 15-cv-14342 (S.D. Fla.).

r. On June 17, 2019, the Marron Firm's hourly rates of \$785 for Ronald A. Marron, \$495 for Michael Houchin, \$440 for Lilach Halperin and other associate attorneys, and \$215 for paralegals were approved in the matter of

Littlejohn v. Ferrara Candy Company, Case No. 3:18- cv-00658-AJB-WVG that was pending in the United States District Court for the Southern District of California. (Dkt. No. 30-2 (declaration in support of fee motion) & Dkt. No. 47 (final approval order)). During the final approval hearing, the Honorable Anthony J. Battaglia stated that the Marron Firm’s rates “appear to the Court to be typical for the community and counsel that are handling a class action, consumer-type litigation, in particular, I find them fair, reasonable and will approve those.” (Dkt. No. 51 [June 14, 2019 Hr.’g Tr. at 11:3-9]).

s. On January 15, 2019, the Marron Firm’s hourly rates of \$785 for Ronald A. Marron and \$495 for Michael Houchin and other associate attorneys, and \$350 for post-bar law clerks were approved in the matter of *William Jackson, et al. v. Lang Pharma Nutrition, Inc., et al.*, Case No. 37-2017-00028196-CU-BC-CTL that was pending in the California Superior Court for the County of San Diego. (Dkt. No. 86 (declaration in support of fee motion) & Dkt. No. 112 (final approval order)). In his Final Approval Order, the Honorable Joel R. Wohlfeil stated that my firm had “adequately represented the Class” and that the “value of the settlement is fair, represents a reasonable compromise after five years of litigation, and is adequate for the Class.” (Dkt. No. 112).

t. On October 19, 2018, the Honorable William T. Lawrence of the Southern District of Indiana approved the following hourly rates (Ronald A. Marron at \$745, Alexis Wood at \$500, and Kas Gallucci \$475) in the case *Simms v. ExactTarget, LLC*, No. 1-14-cv-737-WTL-DKL (S.D. Ind.).

u. On June 20, 2018, the Honorable Andrea R. Wood of the Northern District of Illinois approved the following hourly rates (Ronald A. Marron at \$745, Alexis Wood at \$475, Kas Gallucci at \$450), in the case *Elaine Mason v. M3 Financial Services, Inc.*, No. 15-cv-4194 (N.D. Cal.).

v. On August 14, 2018, the Marron Firm’s hourly rates of \$785 for Ronald A. Marron, \$495 for Michael Houchin and other associate attorneys, and

\$245 for law clerks were approved in *Mollicone v. Universal Handicraft, Inc.*, Case No. 1:17-cv-21468-RNS (S.D. Fla.) (Dkt. No. 122-1 (declaration in support of fee motion) & Dkt. No. 134 (Final Approval Order)). In his Final Approval Order, the Honorable Robert N. Scola, Jr. awarded 31.9% of the total Settlement Fund and stated that “[t]he requested percentage from the Settlement Fund is reasonable, considering the results obtained, the nature of the case, and Class Counsel’s significant work in this case and experience in litigating class actions.” (Dkt. No. 134).

w. On May 4, 2018, the Marron Firm’s hourly rates of \$745 for Ronald A. Marron, \$450 for Kas Gallucci, \$440 for Michael Houchin and other associate attorneys, and \$245 for law clerks were approved in *In re Tommie Copper Products Consumer Litigation*, Case No. 7:15-cv-03183-AT (S.D. N.Y.) (DE No. 127 (declaration in support of fee motion) & DE No. 129 (Final Approval Order)). In her Final Approval Order, the Honorable Analisa Torres found that the settlement was “entered into by experienced counsel and only after extensive, arms-length negotiations conducted in good faith and with the assistance” of a mediator. (DE No. 129).

x. On March 26, 2018, the Honorable Marilyn Huff of the Southern District of California approved the following hourly rates (Ronald A. Marron at \$745, Alexis Wood at \$500, Kas Gallucci at \$475, Skye Resendes at \$475, law clerks at \$240 and paralegals at \$215), in the case *Gutierrez-Rodriguez v. R.M. Galicia, Inc.*, No 16-CV-0182-H-BLM.

y. On October 31, 2017, the Honorable Thomas R. Allen of the Circuit Court of Cook County, Illinois, approved the following hourly rates (Ronald Marron at \$745, Alexis Wood at \$500, Kas Gallucci at \$450, law clerks at \$245, and legal assistants/paralegals at \$215), in the case of *Thornton v. NCO Financial Systems, Inc.*, Case No. 16 CH 5780

z. On September 5, 2017, The Marron Firm's hourly rates of \$745 for Ronald A. Marron, \$450 for Kas Gallucci, \$440 for Michael Houchin and other associate attorneys, and \$245 for law clerks were also approved in a class action concerning cosmetics products captioned *Elkind et al. v. Revlon Consumer Products Corporation*, Case No. 2:14-cv-02484-AKT (E.D. N.Y) (DE No. 125-2 (Declaration in Support of Fee Motion) & DE No. 131 (Final Approval Order)). In her Final Approval Order dated September 5, 2017, the Honorable Judge Tomlinson stated that the settlement was "negotiated by highly capable and experienced counsel with full knowledge of the facts, the law and the risks inherent in litigating the Action and was the product of vigorously fought litigation." (DE No. 131).

aa. On November 16, 2015, the Honorable Maxine M. Chesney of the U.S. District Court for the Northern District of California approved the following hourly rates for attorneys at the Marron Firm in relation to approval of a class settlement: Ronald Marron at \$745; Kas Gallucci at \$450 and law clerks at \$290 in the case of *Johnson v. Triple Leaf Tea, Inc.*, Case No. 3:14-cv-10 01570-MMC (DE No. 65). The Court found that the fee requested was "reasonable when judged by the standards in this circuit," and also that my firm's attorney, law clerk and staff rates were "reasonable in light of the complexity of this litigation, the work performed, Class Counsel's reputation, experience, competence, and the prevailing billing rates for comparably complex work by comparably-qualified counsel in the relevant market." DE No. 65.

bb. On August 6, 2015, the Honorable Kenneth R. Freeman of the Superior Court of California, County of Los Angeles approved the following hourly rates for Marron Firm attorneys: Mr. Marron at \$745; Alexis Wood at \$475; Ms. Gallucci at \$450; and law clerks at \$290 in the case of *Perry v. Truong Giang Corp.*, Case No. BC59568. In so holding, the Court noted that "the attorneys displayed skill in researching and settling this case, which provides a benefit not only to Class

Members but to the public at large, and that in so doing, the attorneys undertook significant risk by spending time on this litigation on a contingency basis.”

cc. On August 7, 2015, the Honorable Brendan Linehan Shannon of the U.S. Bankruptcy Court for the District of Delaware approved the following hourly rates for Marron Firm attorneys: Mr. Marron at \$745; Ms. Wood at \$475; Ms. Gallucci at \$450 and law clerks at \$290 in the case of *In re: LEAF 123, INC (f/k/a NATROL, INC), et al.*, Case No. 14-11446 (BLS). The court found the settlement in that case “fair, reasonable and adequate,” which settlement included an award of \$799,000 in fees and a \$1,000 incentive award for the named plaintiff.

dd. On September 22, 2014, the Honorable Christina A. Snyder of the U.S. District Court for the Central District of California approved Mr. Marron’s hourly rate of \$715 per hour, Ms. Wood’s rate of \$425 per hour, and Ms. Gallucci’s rates of \$400 per hour, and Mr. Marron’s law clerk and paralegal rates of \$245 and \$215 per hour, respectively. *See Vaccarino v. Midland Nat. Life Ins. Co.*, 11 CV-5858-CAS MANX, 2014 WL 4782603, at ¶ 11 (C.D. Cal. Sept. 22, 2014); see also DE No. 407.

ee. On July 29, 2014, the Hon. Richard Seeborg of the Northern District of California approved Mr. Marron’s rate at \$715, Ms. Gallucci at \$400, and law clerks at \$290 in *In re Quaker Oats Labeling Litig.*, No. C 10-0502 RS, 2014 WL 12616763, at *1 (N.D. Cal. July 29, 2014).

ff. On March 13, 2014, the Honorable Gonzalo P. Curiel of the U.S. District Court for the Southern District of California approved Mr. Marron’s hourly rate of \$715 per hour; Ms. Wood’s rate of \$425 per hour; Ms. Gallucci’s rate of \$400 per hour as an attorney; \$245 per hour for law clerks, and \$215 per hour for legal assistants in *Mason v. Heel, Inc.*, No. 3:12-cv-3056-GPC-KSC, 2014 WL 1664271 (S.D. Cal. Mar. 13, 2014); *see also* DE Nos. 30-1 & 37.

gg. On October 31, 2013, the Honorable Michael M. Anello of the Southern District of California awarded Mr. Marron fees of \$680 per hour, Ms.

Wood fees of \$385 per hour, Ms. Minelli fees of \$385 per hour, and Ms. Gallucci fees of \$385 per hour in a homeopathic drug consumer class action case; and also approved \$280 per hour for patent agent/post-Bar law clerks; \$245 per hour for regular law clerks; and \$215 hourly rates for support staff such as paralegals. *Nigh v. Humphreys Pharmacal Incorporated*, 3:12-cv-02714-MMA-DHB, 2013 WL 5995382 (S.D. Cal. Oct. 23, 2013); *see also* DE No. 30.

hh. On March 13, 2013, the Honorable David O. Carter of the Central District of California awarded Mr. Marron fees of \$680 per hour in a dietary supplement consumer fraud class action case. *Bruno v. Quten Research Inst., LLC*, No. 8:11-cv-00173-DOC-E, 2013 WL 990495, at *4-5 (C.D. Cal. Mar. 13, 2013) (“Quten”) (“Class Counsel, . . . the Law Offices of Ronald A. Marron displayed competence and diligence in the prosecution of this action, and their requested rates are approved as fair and reasonable.”); *see also id.* at *4 (“The Court notes that, in addition to the monetary relief obtained by Class Counsel for class plaintiffs, there is a high value to the injunctive relief obtained in this case. New labeling practices affecting hundreds of thousands of bottles per year, over ten years, bring a benefit to class consumers, the marketplace, and competitors who do not mislabel their products.”).

ii. On October 31, 2012, the Honorable John A. Houston of the Southern District of California awarded Mr. Marron fees of \$650 per hour in a homeopathic drug consumer fraud class action case. *Gallucci v. Boiron, Inc.*, No. 11-cv-2039 JAH (NLS), 2012 WL 5359485, at *9 (S.D. Cal. Oct. 31, 2012) (“The Court finds the [foregoing] hourly billing rates reasonable in light of the complexity of this litigation, the work performed, Class Counsels' reputation, experience, competence, and the prevailing billing rates for comparably complex work by comparably-qualified counsel in the relevant market.”).

jj. On March 13, 2012, my firm settled a case against manufacturers of OTC probiotic supplement products on behalf of a nationwide class of consumers,

styled *Burton v. Ganeden Biotech, Inc. et al.*, Case No. 3:11-cv-01471-W-NLS (S.D. Cal.). A Joint Motion for Preliminary Approval of Settlement, (DE No. 38) was granted on April 16, 2012 (*id.* at 42), and Judge Whelan granted Final Approval on October 5, 2012 (DE Nos. 48, 52). On August 21, 2012, the Honorable Thomas J. Whelan awarded Mr. Marron fees of \$650 per hour in the consumer dietary supplement class action of *Burton v. Ganeden*, No. 11-cv-1471 W (NLS), DE Nos. 52, 48, 45.

kk. On July 9, 2012, the Honorable Marilyn L. Huff awarded Mr. Marron fees of \$650 per hour, and approved the rates of associate attorney at \$385 per hour in the consumer food class action of *In re Ferrero*, Case No. 3:11-cv-00205 H (KSC) (S.D. Cal.), DE No. 127. Judge Huff noted that the fees requested were “appropriate given the contingent nature of the case and the excellent results obtained for the Class, and because no enhancement or multiplier was sought above the actual amount of Class Counsel's lodestar. The Court concludes the billing rates used by Class Counsel to be justified by prior awards in similar litigation and the evidence presented with their motion showing these rates are in line with prevailing rates in this District.”

16. My firm's rates are set based on periodic analysis of rates used by firms performing comparable work and that have been approved by courts. Different timekeepers within the same employment category (*e.g.*, partners, associates, paralegals, etc.) may have different rates based on a variety of factors, including years of practice, years at the firm, year in the current position (*e.g.*, years as a partner), relevant experience, relative expertise, and the rates of similarly experienced peers at our firm or other firms.

17. According to case authority, the above rates are also in line with the range of rates approved by courts in northern and southern California for complex cases, including wage-and-hour class actions. See, *e.g.*, *In re GEICO Gen. Ins. Co.*, No. 19-CV-03768-HSG, 2023 WL 2530931, at *9 (N.D. Cal. Mar. 15, 2023) (approving timekeepers' hourly rates range from \$746 to \$1,000 for

partners, \$381 to \$676 for associates, and \$180 to \$225 for staff and paralegals and finding rates as in line with prevailing rates in the district); *Carlotti v. ASUS Computer Int'l*, No. 18-cv-03369-DMR, 2020 WL 3414653, *5 (N.D. Cal. June 22, 2020) (finding hourly rates of \$950 to \$1025 for partners, \$450 to \$900 for other attorneys, and \$225 to \$275 for legal assistants reasonable); *In re Volkswagen "Clean Diesel" Mktg., Sales Pracs., & Prod. Liab. Litig.*, No. 2672 CRB (JSC), 2017 WL 1047834, at *5 (N.D. Cal. March 17, 2017) (finding rates ranging from \$275 to \$1,600 for partners, \$150 to \$790 for associates, and \$80 to \$490 for paralegals reasonable); *Pierce v. County of Orange*, 905 F. Supp. 2d 1017, 1036 & n.16 (C.D. Cal. 2012) (approving 2012 rates of up to \$850 per hour); *In re HP Laser Printer Litig.*, No. SACV 07-0667 AG RNBX, 2011 WL 3861703, at *5–6 (C.D. Cal. Aug. 31, 2011) (approving rates of up to \$800 per hour); *Perfect 10, Inc. v. Giganews, Inc.*, No. CV 11-07098-AB SHX, 2015 WL 1746484, at *30 (C.D. Cal. Mar. 24, 2015), *aff'd*, 847 F.3d 657 (9th Cir. 2017) (approving 2015 rates of \$750 for an 18 year attorney, \$640 for a 12 year attorney, and \$640 for a 7 year attorney, and \$505 for a 3 year attorney); *Stuart v. Radioshack Corp.*, No. C-07-4499 EMC, 2010 WL 3155645, at *6 (N.D. Cal. Aug. 9, 2010) (finding rates ranging between \$600 and \$1,000 reasonable); *In re Apple Inc. Sec. Litig.*, No. 5:06-CV-05208-JF HRL, 2011 WL 1877988, at *5 (N.D. Cal. May 17, 2011) (approving hourly rate of \$836); *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No. M 07-1827 SI, 2013 WL 1365900, at *9 (N.D. Cal. Apr. 3, 2013) (approving hourly rates up to \$1,000); *In re Conseco Life Ins. Co. Life Trend Ins. Mktg. & Sales Practice Litig.*, No. C 10-02124 SI, 2014 WL 186375, at *2 (N.D. Cal. Jan. 16, 2014) (approving hourly rates up to \$850); *Holloway v. Best Buy Co.*, C-05-5056-PJH (MEJ) (N.D. Cal.) (approving 2011 partner rates of \$825 to \$700 an hour).

18. 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.

19. I have general familiarity with the range of hourly rates typically charged by plaintiffs' class action counsel in this District and throughout the United States, both on a current basis and historically. 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

20. The Marron Firm did not incur any costs in prosecuting this case as all costs were paid for or by co-counsel.

21. Further, my law firm's full-detail invoice for professional services will be available at the final approval hearing or at any other time, should the Court wish to inspect it. It is not attached hereto due to concerns of waiver of privilege and/or attorney work product.

22. I expect my law firm to devote additional time and resources to this matter prior to final approval.

23. My firm undertook this representation on a wholly contingent basis recognizing that the risk of non-payment has been high throughout this litigation. There were substantial uncertainties in the viability of this case as a class action, as well as substantial uncertainties in the merits of the underlying claims, and the ability to collect on any judgment that might be obtained. We also faced the ongoing risk that another group of plaintiffs might settle the case and we would not obtain any payment for the time we spent on the case. Although we believed the case to be meritorious, a realistic assessment shows that the risks inherent in the resolution of the liability issues, protracted litigation in this action as well as the probable appeals process, are great.

24. Had we not reached this Settlement with Defendant, we would have vigorously prosecuted the case at trial. We were therefore at great risk for non-payment. In addition, as described above, we have advanced material expenses that would not have been reimbursed absent a successful result.

25. I believe the Settlement reached in this matter is an excellent result, I consider the Settlement Agreement to be fair, adequate and reasonable, and believe it to be in the best interest of the Class as a whole.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 28th day of June, 2024, at San Diego, California.



Ronald A. Marron

EXHIBIT A

LAW OFFICES OF RONALD A. MARRON, APLC

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Firm Resume

FIRM OVERVIEW

The Law Offices of Ronald A. Marron is a recognized class action and complex litigation firm based out of San Diego, California, representing clients across the nation. Founded in 1996 with an emphasis in consumer and securities fraud, the firm has expanded its practice to include complex cases such as electronic privacy, banking regulations, antitrust, automatic renewals, Telephone Consumer Protection Act and Government Environmental Law Litigation. The firm has skillfully litigated hundreds of lawsuits and arbitrations against investment advisors and stockbrokers, such as Morgan Stanley, LPL Financial, Merrill Lynch, Banc of America Securities, and Citigroup, who placed clients into unsuitable investments, failed to diversify, and who violated the Securities Act of 1933 and/or 1934. Aptly and competently prepared to represent its clients, the firm has taken on cases against the likes of Shell Oil, Citigroup, Wells Fargo, Union Bank of California, American Express Advisors, Morgan Stanley and Merrill Lynch. Since 2004, the firm has devoted most of its practice to the area of false and misleading labeling of consumer products and food, drug and over-the-counter products, as well as seeking to protect consumers from unauthorized and unsolicited telephone calls, SMS or text messages to cellular phones from corporations under the Telephone Consumer Protection Act, and prosecuting data breach and privacy cases. The firm employs four attorneys, whose qualifications are discussed in brief below.

THE MARRON FIRM'S ATTORNEYS:

Ronald A. Marron, Founder

As the founder of the Law Offices of Ronald A. Marron, APLC, Mr. Marron has been practicing law for 26 years. He was a member of the United States Marine Corps from 1984 to 1990 (Active Duty 1984-1988, Reserves 1988-1990) and thereafter received a B.S. in Finance from the University of Southern California (USC) in 1991. While attending Southwestern University School of Law (1992-1994), he interned at the California Department of Corporations with emphasis in consumer complaints and fraud investigations; and studied Bio-Chemistry at the University of Southern California and was a member of the Trojan Chemistry Club. Mr. Marron has extensive experience in class actions and other complex litigation and has obtained hundreds of millions of dollars on behalf of consumers as lead counsel. Mr. Marron has represented plaintiffs victimized in TCPA cases, Consumer Fraud, Antitrust, Broker-Dealer Liability, Ponzi schemes, shareholder derivative suits, and securities fraud cases.

Mr. Marron has assisted two United States Senate Subcommittees and their staff in investigations of financial fraud, plus the Senate Subcommittee on Aging relating to annuity sales practices by agents using proceeds from reverse mortgages. Mr. Marron's clients have testified before the United States Senate Subcommittee on Investigations relating to abusive sales practices alleged in a complaint he filed against All-Tech Investment Group. The hearings resulted in federal legislation that: (a) raised

the minimum capital requirements, and (b) required written risk disclosure signed by consumer. The civil action resulted in return of client funds and attorneys' fees pursuant to the private attorney general statute and/or Consumers Legal Remedies Act. Mr. Marron conducted the legal research and co-wrote the brief that resulted in the largest punitive damages award (500%) in NASD history for aggrieved investors against Dean Witter Reynolds in securities arbitration. Mr. Marron's opinion on deferred annuity sales practices targeting the elderly has often been sought by major financial news organizations and publications such as Forbes, the Wall Street Journal, the Kiplinger's Retirement Report, CNN, and FOX News affiliates. In addition, he has devoted significant energy and time educating seniors and senior citizen service providers, legislators, and various non-profits (including Elder Law & Advocacy) about deferred annuity sales practices targeting the elderly. Mr. Marron had numerous speaking engagements at FAST (Fiduciary Abuse Specialist Team), which is an organization devoted to the detection of, prevention, and prosecution of elder financial abuse; Adult Protective Services; and Elder Law & Advocacy, a non-profit dedicated to assisting seniors who have been the victims of financial fraud. He has litigated hundreds of lawsuits and arbitrations against major corporations, such as Shell Oil, Citigroup, Wells Fargo, Morgan Stanley, and Merrill Lynch. In recent years, Mr. Marron has devoted almost all of his practice to the area of TCPA and Privacy Violations, false and misleading labeling of food, dietary supplements, and over-the-counter products. He is a member in good standing of the State Bar of California; the United States District Courts for the Eastern, Southern and Northern Districts of New York; the United States District Courts for the Central, Eastern, Northern, and Southern Districts of California; the United States District Court for the Eastern District of Michigan; the United States District Court for the Eastern and Western Districts of Wisconsin; the United States District Court of Colorado; the United States District Court for the Eastern District of Arkansas; the United States Court of Appeals for the Ninth Circuit; and the Supreme Court of the United States.

Alexis M. Wood, Senior Associate

Ms. Wood graduated *cum laude* from California Western School of Law in 2009, where she was the recipient of the Dean's Merit Scholarship for Ethnic & Cultural Diversity and also Creative Problem Solving Scholarships. In addition, during law school, Ms. Wood was the President of the Elder, Child, and Family Law Society, and participated in the study abroad program on international and comparative human rights law in Galway, Ireland. Ms. Wood interned for the Alternate Public Defender during law school, and also held a judicial externship with the San Diego Superior Court. Upon graduation, Ms. Wood obtained her Nevada Bar license and worked at the law firm Alverson Taylor Mortensen & Sanders in Las Vegas, Nevada where she specialized in medical malpractice. Ms. Wood then obtained her license to practice law in California in 2010 and worked at the bankruptcy firm Pite Duncan, LLP in San Diego, California, in which she represented financial institutions in bankruptcy proceedings. She additionally worked for the national law firm Gordon & Rees, LLP as an associate attorney in the professional liability defense and tort & product liability practice groups. From 2016 to 2019, Ms. Wood was also selected to the California Super Lawyers Rising Star list (general category)—a research-driven, peer influenced rating service of outstanding lawyers who have attained a high degree of peer recognition and professional achievement. No more than 2.5% of the lawyers in the state were selected for the Rising Stars list. Ms. Wood joined the Law Office of Ronald Marron in September of 2012 and has dedicated her practice to consumer advocacy. Ms. Wood is also a foster youth advocate with Voices for Children. She is a member in good standing of the State Bar of California; the State Bar of Nevada; the United States District Courts for the Central, Eastern, Northern, and Southern Districts of California; the United States District Court of Nevada; the United States District Court for the Eastern and Western Districts of

Wisconsin; the United States District Court of Colorado; the United States Court for the Eastern District of Arkansas; and the United States Court of Appeals for the Ninth Circuit.

Kas L. Gallucci, Senior Associate

Ms. Gallucci graduated *cum laude* from California Western School of Law in 2012, where she ranked in the top 12% of her graduating class and was listed on the Dean's Honor List for four terms. During law school, Ms. Gallucci received the highest grade in her Legal Skills and Advanced Legal Research classes. She also participated in the Capitals of Europe Summer Study Abroad Program, where the Honorable Samuel A. Alito, Jr. was a Distinguished Guest Jurist. Ms. Gallucci has worked for the firm since 2009 and has over 10 years of experience in consumer fraud cases, including prosecuting violations of the Telephone Consumer Protection Act and data breach/privacy cases. Ms. Gallucci also regularly assists with the firm's food, drug, and cosmetic cases. She is a member in good standing of the State Bar of California; the United States District Courts for the Central, Eastern, Northern, and Southern Districts of California; the United States District Court for the Eastern District of Michigan; the United States District Court for the Eastern and Western Districts of Wisconsin; the United States District Court for New Mexico; the United States District Court of Colorado; the United States Court for the Eastern District of Arkansas; and the United States Court of Appeals for the Ninth Circuit.

Lilach Halperin, Associate

Ms. Halperin graduated *cum laude* from the University of San Diego School of Law in 2018. During law school, Ms. Halperin held a judicial externship with the San Diego Superior Court and volunteered for numerous pro bono clinics, including the USD Entrepreneurship Clinic, the USD State Sales and Use Tax Clinic, and the San Diego Clean Slate Clinic. In addition, Ms. Halperin was the Chair of the USD Pro Bono Legal Advocates Consumer Affairs Clinic, where she worked with the Legal Aid Society of San Diego to assist indigent clients with lawsuits in consumer protection law. Ms. Halperin has worked for the Law Offices of Ronald A. Marron since 2018 and primarily handles consumer fraud cases for the firm, including the areas of false and misleading labeling of consumer products. She is a member of good standing of the State Bar of California; the United States District Courts for the Central, Eastern, Northern and Southern Districts of California; and the Western District of Wisconsin.

Support Staff

The Marron Firm also employs a number of knowledgeable and experienced support staff, including paralegals and legal assistants.

EXAMPLES OF MARRON FIRM'S SUCCESSES ON BEHALF OF CONSUMERS

Komins v. Yonamine, et al., Case No. 19STCV24865 (Los Angeles Sup. Ct.)

On June 11, 2024, the Honorable Kenneth Freeman granted preliminary approval of a class-wide injunctive relief and *cy pres* settlement. The Court appointed the Law Offices of Ronald A. Marron as class counsel.

Capaci, et al. v. Sports Research Corporation, Case No. 19-cv-3440-FMO (PDx) (C.D. Cal.)

On April 14, 2022, the Honorable Fernando M. Olguin granted class certification of a nationwide Rule 23(b)(3) class, appointing the Marron Firm as class counsel. On June 10, 2024, the Court granted preliminary approval of a \$1,600,000 settlement providing for monetary and injunctive

relief. The Court appointed the Law Offices of Ronald A. Marron as class counsel for settlement purposes.

Hall v. Marriott International, Inc., Case No. 3:19-cv-01715-JO-AHG (S.D. Cal.)

On May 17, 2024, the Honorable Jinsook Ohta granted preliminary approval of a class-wide settlement providing for changes to Marriott's business practices. The Court confirmed its March 30, 2023 certification of a Fed. R. Civ. P. 23(c)(4) issue class.

Marin v. Cheeky Scientist, LLC, et al., Case No. 37-2022-00043918-CU-CO-CTL (San Diego Super. Ct.)

On December 20, 2023, the Honorable Carolyn Caietti granted preliminary approval of a \$775,000 class action settlement, which provided full refunds to all persons who purchased Cheeky Scientist's employment counseling services during the class period. The Court granted final approval of the settlement on May 17, 2024.

In Re UKG Cybersecurity Litigation, Case No. 3:22-cv-00346-SI (N.D. Cal)

On June 2, 2023, the Honorable Susan Illston granted preliminary approval to a class action settlement which included a Nationwide class of approximately 7 million employees whose data was stored on UKG, Inc's KPC environment during a December 2021 cyberattack. The settlement conferred \$7,000,000 in benefits to the class, including a non-reversionary cash fund of \$5,500,000, and security hardening measures which cost \$1,500,000. Final Approval was granted on November 22, 2023.

Mirzoyan et al. v. The Hershey Company, Case No. CGC-20-583659 (San Francisco Sup. Ct.)

On March 30, 2023, the Honorable Andrew Y.S. Cheng granted class certification of a California injunctive relief class, appointing the Law Offices of Ronald A. Marron as class counsel. On August 2, 2023, the Honorable Samuel K. Feng granted final approval of a class settlement for injunctive relief.

Robbins et al v. Plushcare, Inc. et al, Case No. 3:21-cv-03444-MMC (N.D. Cal)

On July 21, 2023, the Honorable Maxine M. Chesney granted final approval to a class action settlement of \$3,700,000.00 for all persons who enrolled in an automatically renewing monthly subscription with PlushCare during the Class Period. The settlement provided approximately 3.5 months of renewal subscription fees to approximately 332,547 class members with a 9.4% claims rate. Alexis M. Wood and Kas L. Gallucci were appointed as class counsel.

Sanchez v. Allianz Life Insurance Company of North America, Case No. BC594715 (Los Angeles Sup. Ct.)

On December 14, 2022, the Honorable Maren E. Nelson granted final approval to a class action settlement for breach of contract and declaratory relief with respect to annuities sold to the plaintiffs by defendants in which the Law Offices of Ronald A. Marron was appointed as co-lead class counsel along with Gianelli & Morris.

In Re: T-Mobile Customer Data Security Breach Litigation, Case No. 4:21-MD-03019-BCW (W.D. MO.)

On July 26, 2022, the Honorable Brian C. Wimes of the United States District Court for the Western District of Missouri granted preliminary approval of one of the largest data breach class actions

which consisted of a Settlement Class of 76.6 million U.S. residents to which a \$350 million non-reversion settlement fund was created for the benefit of the class in addition to at least \$150 million for data security and related technology. The court appointed Alexis Wood of the Law Offices of Ronald A Marron as Liaison Counsel in this litigation. Final approval was granted on June 29, 2023.

Fox v. Iowa Health System, No. 3:18-cv-00327-JDP (W.D. Wiscon.)

On March 4, 2021, the Honorable James D. Pederson granted final approval to a class action settlement regarding two data breaches of a healthcare system’s patient and employees personal and private information. The Settlement provided for substantial monetary and injunctive relief. *Fox v. Iowa Health Sys.*, No. 3:18-CV-00327-JDP, 2021 WL 826741 (W.D. Wis. Mar. 4, 2021).

Young v. Neurobrands, LLC, No. 4:18-cv-05907-JSW (N.D. Cal.)

Plaintiffs alleged that certain Neurobrands products falsely state “no artificial [] flavors” when they in fact contain the artificial flavoring agent, malic acid. On October 15, 2020, the Honorable Jeffrey S. White granted class certification of a California Rule 23(b)(2) class, appointing the Marron Firm as class counsel. *Young v. Neurobrands, LLC*, No. 4:18-cv-05907-JSW, 2020 WL 11762212 (N.D. Cal. Oct. 15, 2020). On October 8, 2021, the Court granted final approval of the settlement. Dkt. *Young v. Neurobrands, LLC*, No. 4:18-CV-05907-JSW, 2021 WL 4784252 (N.D. Cal. Oct. 8, 2021).

Randolph v. Amazon.com LLC, No. 37-2017-00011078-CU-OE-CTL (San Diego Sup. Ct.)

Plaintiffs alleged that Defendants Amazon Logistics, Inc. and Amazon.com failed to comply with wage and hour laws with respect to persons who delivered packages to Amazon customers in California. On October 5, 2020, the Honorable Ronald L. Styn preliminarily approved the settlement to which the Law Offices of Ronald A. Marron served as co-lead class counsel. ROA 184. On July 4, 2021, the Honorable Keri Katz granted final approval of class action and PAGA representative action settlement which settled for \$3,200,000.00. ROA 210.

McSwain v. Axos Bank, No. 37-2019-00015784-CU-BC-CTL (San Diego Sup. Ct.)

Plaintiff alleged that Axos Bank failed to pay a minimum of 2% simple interest on homeowners’ impound escrow accounts as required by California law. Axos filed a demurrer arguing that Plaintiff’s state law claims are preempted under the federal Homeowners’ Loan Act, 12 U.S.C. §§ 1461, *et seq.* and the Law Offices of Ronald A. Marron successfully opposed the demurrer. ROA 36. On July 22, 2020, a class action settlement was preliminarily approved by the Court (ROA 58), and on November 25, 2020 the court granted final approval of the Settlement (ROA 81).

Romero v. Securus Technologies, Inc. No. 3:16-cv-01283 (JM) (S.D. Cal.)

Plaintiffs alleged that Securus Technologies illegally recorded telephone conversations between inmates and their counsel. On November 21, 2018, the Honorable Jeffrey Miller granted class certification in part, appointing the Law Offices of Ronald A. Marron as co-lead class counsel. Dkt. No. 141. On June 16, 2020, the class action settlement was preliminary approved by the Court, and on November 19, 2020, the Court granted final approval of the Settlement. Dkt. No. 184.

Hilsley v. Ocean Spray Cranberries, Inc., No. 3:17-cv-02335(GPC) (S.D. Cal.)

A nationwide class of consumers brought this suit against Ocean Spray Cranberries, Inc. and Arnold Worldwide LLC for violations of California’s Consumer Legal Remedies Act. Plaintiff alleges that certain Ocean Spray products falsely state “no artificial flavors” when they in fact contain the artificial flavoring agent, malic acid. On November 29, 2018, the Honorable Gonzalo P. Curiel

granted class certification, appointing Ronald A. Marron, Michael Houchin, and Lilach Halperin of the Marron Firm as class counsel. Dkt. No. 83. On July 3, 2019, Judge Curiel denied Defendant's Motion for Summary Judgment (Dkt. No. 193) and on July 10, 2019 denied Defendant's Motion to Decertify the Class (Dkt. No. 196). On January 31, 2020, the Honorable Judge Gonzalo P. Curiel granted Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and on August 3, 2020 the Court granted final approval of the settlement. Dkt. No. 259.

Graves v. United Industries Corp., No. 2:17-cv-06983-CAS-SK (C.D. Cal.)

On February 24, 2020, the Honorable Christiana A. Snyder granted final approval a nation-wide class action settlement concerning United Industries Corporation's Spectracide® Weed and Grass Killer Concentrate Products. Dkt. No. 87. The Plaintiffs alleged that the Spectracide® Concentrate Products were labeled as making more solution than the products were capable of making when mixed for certain weed control purposes. The Law Offices of Ronald A. Marron served as Class Counsel. The settlement created a \$2.5 million dollar common fund in addition to injunctive relief in the form of labeling changes. Judge Snyder noted that the Law Offices of Ronald A. Marron had "vigorously represented the Class" and has "extensive experience in consumer class action litigation." *Graves v. United Indus. Corp.*, No. 2:17-cv-06983-CAS-SK, 2020 WL 953210, at *5, (C.D. Cal. Feb. 24, 2020).

Esparza v. Smartpay Leasing, Inc., No. 3:17-cv-03421-WHA (N.D. Cal.)

On January 28, 2020, the Honorable William Alsup granted final approval a nation-wide certified class action settlement. The class included individuals who were texted on behalf of the defendant, using its vendor Twilio, Inc.'s platform after texting the word "STOP", between September 29, 2015 to June 13, 2017. Ronald A. Marron, Alexis M. Wood and Kas L. Gallucci of the Law Offices of Ronald A. Marron served as class counsel. The settlement created a \$8.67 million dollar common fund. *See Esparza v. Smartpay Leasing, Inc.*, No. 3:17-cv-03421-WHA, 2020 WL 465865, at *2 (N.D. Cal. Jan. 28, 2020), judgment entered, 2020 WL 465863 (N.D. Cal.).

Busch v. Bluestem Brands, Inc., No. 16-cv-0644(WMW/HB) (D. Minn.)

On October 11, 2019, the Honorable Judge Wilhelmina M. Wright granted final approval of a nationwide TCPA class action settlement where Ronald A. Marron, Alexis M. Wood and Kas L. Gallucci served as co-lead class counsel. The settlement created a \$5.25 million common fund. *See Busch v. Bluestem Brands, Inc.*, No. 0:16-cv-00644-WMW-HB, 2019 WL 5092952, at *1 (D. Minn. Oct. 11, 2019).

Woodard, et al. v. Labrada, et al., Case No. 5:16-cv-00189-JGB-SP (C.D. Cal.)

On October 7, 2019, the Honorable Jesus G. Bernal granted final approval of a settlement between Plaintiffs and Defendant Naturex, Inc. for monetary and injunctive relief and the Law Offices of Ronald A. Marron served as co-lead class counsel. *See* Dkt. No. 321.

Medina v. Enhanced Recovery Company, LLC, No. 15-CV-14342-MARTINEZ-MAYNARD (S.D. Fla.)

On September 12, 2019, the Honorable Judge Jose E. Martinez granted final approval of a nationwide TCPA class action settlement and the Law Offices of Ronald A. Marron served as co-lead class counsel. Dkt. No. 131. The settlement created a \$1.45 million common fund.

Littlejohn v. Ferrara Candy Company, No. 3:18-cv-0658-AJB-WVG (S.D. Cal.)

On June 17, 2019, the Honorable Anthony J. Battaglia granted final approval of a nationwide CLRA class action settlement stating “Class Counsel has fully and competently prosecuted all causes of action, claims, theories of liability, and remedies reasonably available to the Class Members.” *Littlejohn v. Ferrara Candy Co.*, No. 3:18-cv-0658-AJB-WVG, 2019 WL 2514720, at *3 (S.D. Cal. June 17, 2019).

Rwomwijhu v. SMX, LLC, No. BC634518 (L.A. Supr. Ct.)

On January 11, 2019, the Honorable Carolyn B. Kuhl granted final approval of case brought pursuant to under California’s Private Attorneys General Act where the Law Offices of Ronald A. Marron served as co-lead class counsel.

Jackson v. Lang Pharma Nutrition, Inc., No. 37-2017-00028196-CU-BC-CTL (S.D. Supr. Ct.)

On December 20, 2018, the Honorable Joel R. Wohlfeil of the California Superior Court granted final approval to a nationwide labeling case settlement involving Co-q10 dietary supplements where the Law Offices of Ronald A. Marron served as class counsel. The settlement created a fund in the amount of \$1,306,000 for which class members could elect to obtain cash or product vouchers.

Simms v. ExactTarget, LLC, No. 1-14-cv-00737-WTL-DKL (S.D. Ind.)

On October 19, 2018, the Honorable William T. Lawrence granted final approval of a nationwide TCPA class action settlement where the Law Offices of Ronald A. Marron served as class counsel. Dkt. No. 178. The settlement created a \$6.25 million common fund.

Mancini v. The Western and Southern Life Insurance Company, et al., No. 16-cv-2830-LAB (WVG) (S.D. Cal)

On September 18, 2018, the Honorable Larry Alan Burns granted final approval of settlement in the amount of \$477,500 to resolve claims under California’s Private Attorneys General Act. Dkt. No. 51.

Gonzales v. Starside Security & Investigation, No. 37-2015-00036423-CU-OE-CTL (S.D. Supr. Ct.)

On September 7, 2018, the Honorable Gregory W. Pollack granted final approval of a wage and hour class action settlement and where the Law Offices of Ronald A. Marron served as class counsel. ROA 303.

Mollicone v. Universal Handicraft, No. 1:17-cv-21468-RNS (S.D. Fla.)

On August 10, 2018, the Honorable Robert N. Scola, Jr. granted final approval of class action settlement regarding false advertising claims of Adore cosmetics products marketed as containing a plant stem cell formula where in which the Law Offices of Ronald A. Marron served as class counsel. Dkt. No. 131. In his Preliminary Approval Order, Judge Scola stated that the Marron Firm is “experienced and competent in the prosecution of complex class action litigation.” Dkt. No. 120.

Mason v. M3 Financial Services, Inc., No. 1:15-cv-04194 (N.D. Ill.)

On June 29, 2018, the Honorable Andrea R. Wood granted final approval of a nationwide TCPA class action settlement in the amount of \$600,000 in which the Law Offices of Ronald A. Marron served as co-lead class counsel. Dkt. No. 71.

Potzner v. Tommie Copper, Inc., No. 7:15-cv-03183-AT-LMS (S.D. N.Y.)

On May 4, 2018, the Honorable Analisa Torres granted final approval of a false advertising class settlement in the amount \$700,000. Dkt. No. 129. This case involves allegations of false and deceptive advertising and endorser liability for copper fabric compression clothing. On January 4, 2016, the Honorable Analisa Torres appointed the Marron firm as Interim Lead Class Counsel over the opposition and challenge of other plaintiffs' counsel, noting that the Marron firm's "detailed" complaint was "more specifically pleaded, . . . assert[ing] a more comprehensive set of theories . . . [and was] more factually developed." *Potzner v. Tommie Copper Inc.*, No. 7:15-cv-03183-AT-LMS, 2016 WL 304746, at *1 (S.D.N.Y. Jan. 4, 2016). Judge Torres also noted that Mr. Marron and his firm's attorneys had "substantial experience litigating complex consumer class actions, are familiar with the applicable law, and have the resources necessary to represent the class." *Id.*

Gutierrez-Rodriguez v. R.M. Galicia, Inc., No. 3:16-cv-00182-H-BLM (S.D. Cal.)

On March 26, 2018, the Honorable Marilyn Huff granted final approval of a nationwide TCPA class action settlement which provided monetary relief in the amount of \$1,500,000, in addition to significant injunctive relief. Dkt. 67. The Law Offices of Ronald A. Marron served as class counsel. *Gutierrez-Rodriguez v. R.M. Galicia, Inc.*, No. 16-CV-00182-H-BLM, 2018 WL 1470198, at *2 (S.D. Cal. Mar. 26, 2018).

Thornton v. NCO Financial Systems, No. 16-CH-5780 (Cook County, Ill)

On October 31, 2017, the Honorable Tomas R. Allen of the Circuit Court of Cook County, Illinois, granted final approval to a nationwide TCPA class which created a common fund in the amount of \$8,000,000 and also provided for injunctive relief. The Law Offices of Ronald A. Marron served as co-lead class counsel.

Allen v. Similasan Corp., No. 12-cv-376 BAS (JLB) (S.D. Cal.)

A California class of consumers alleging false and deceptive advertising of six homeopathic drugs was certified by the Honorable Cynthia A. Bashant on March 30, 2015, with the Court noting that the firm was experienced and competent to prosecute the matter on behalf of the Class. Judge Bashant denied summary judgment on the class' claims that the drug products were not effective, as advertised, and certified claims under California's Consumers Legal Remedies Act, Unfair Competition Law, False Advertising Law, breach of express and implied warranty, and violation of the federal Magnuson-Moss Warranty Act. Dkt. No. 143. On August 17, 2017, final approval was granted.

Elkind v. Revlon Consumer Products Corporation, No. 14-cv-2484(JS)(AKT) (E.D.N.Y.)

On September 5, 2017, the Honorable A. Kathleen Tomlinson granted final approval of a nationwide false advertising class action settlement which challenged Revlon's advertising of its "Age Defying with DNA Advantage" line of cosmetics in the amount of \$900,000, and significant injunctive relief. Dkt. No. 131. The Law Offices of Ronald A. Marron served as co-lead class counsel. Dkt. No. 120.

Sanders v. R.B.S. Citizen, N.A., No. 3:13-cv-03136-BAS-RBB (S.D. Cal.)

On January 27, 2017 the Honorable Cynthia A. Bashant granted final approval of a nationwide TCPA class action settlement in the amount of \$4,551,267.50. *Sanders v. R.B.S. Citizen, N.A.*, No. 13-CV-03136-BAS (RBB), 2017 WL 406165 (S.D. Cal. Jan. 25, 2017). On July 1, 2016, the Honorable Cynthia A. Bashant certified a nationwide class, for settlement purposes, of over one million persons receiving cell phone calls from Citizens made with an alleged automatic telephone dialing system. Dkt. No. 107. The Court appointed the Law Offices of Ronald A. Marron as class

counsel, noting they have “significant experience in handling class actions.” *Id.*

In re Leaf123 (Augustine v. Natrol), No. 14-114466 (U.S. Bankr. Ct. for the Dist. of Del.)

This action involved allegations of false and deceptive advertising of Senna Leaf tea products as dietary aids. Plaintiff alleged Senna Leaf is nothing more than a stimulant laxative which does not aid diets but hinders them. After a strong showing in the district court, and pursuant to other actions against the defendant manufacturer, the defendant filed for bankruptcy. The Marron Firm followed defendant to the federal bankruptcy court and retained bankruptcy counsel to assist. After a full day mediation before a retired federal jurist, and months of follow up negotiations, a settlement was reached. On August 7, 2015, in *In re Leaf123* (adversary proceeding of *Augustine v. Natrol*), the Honorable Brendan L. Shannon approved an injunctive relief-only settlement, finding it “fair, reasonable and adequate.”

Johnson v. Triple Leaf Tea, Inc., No. 3:14-cv-01570-MMC (N.D. Cal.)

An injunctive relief class action settlement, requiring manufacturer of senna leaf diet teas to re-label their products and remove ingredients based on alleged consumer confusion and harm, was filed in April 2014. The Marron firm served as class counsel and the Honorable Maxine M. Chesney, Senior U.S. District Court Judge granted final approval to a classwide settlement on November 16, 2015. *Johnson v. Triple Leaf Tea Inc.*, No. 3:14-CV-01570-MMC, 2015 WL 8943150, at *3, *5 (N.D. Cal. Nov. 16, 2015) (“Class Counsel has fully and competently prosecuted all causes of action, claims, theories of liability, and remedies reasonably available to the Class Members. The Court hereby affirms its appointment of the Law Offices of Ronald A. Marron, APLC as Class Counsel Class Counsel and Defendant's counsel are highly experienced civil litigation attorneys with specialized knowledge in food and drug labeling issues, and complex class action litigation generally.”).

Perry v. Truong Giang Corp., Case No. BC58568 (L.A. Supr. Ct.)

Plaintiff alleged defendant’s Senna Leaf teas, advertised as diet aids, were falsely or misleadingly advertised to consumers. After an all-day mediation, a class wide settlement was reached. In granting final approval to the settlement on August 5, 2015, the Honorable Kenneth Freeman noted that class counsel’s hourly rates were “reasonable” and stated the Marron Firm’s lawyers used skill in securing the positive results achieved on behalf of the class. The court also noted “this case involved difficult legal issues because federal and state laws governing dietary supplements are a gray area, . . . the attorneys displayed skill in researching and settling this case, which provides a benefit not only to Class Members but to the public at large”

Carr v. Tadin, Inc., No. 3:12-cv-03040-JLS-JMA (S.D. Cal.)

An injunctive relief class action settlement, requiring manufacturer of diet teas and other health supplements to re-label their products to avoid alleged consumer confusion, was filed in January 2014 before the Honorable Janis L. Sammartino. The Marron Firm was appointed as class counsel. *Carr v. Tadin, Inc.*, No. 12-CV-3040 JLS JMA, 2014 WL 7497152 (S.D. Cal. Apr. 18, 2014), *amended in part*, No. 12-CV-3040 JLS JMA, 2014 WL 7499453 (S.D. Cal. May 2, 2014). The classwide settlement was granted final approval on December 5, 2014. *Carr v. Tadin, Inc.*, 51 F. Supp. 3d 970 (S.D. Cal. 2014).

Gallucci v. Boiron, Inc., No. 3:11-cv-2039-JAH (S.D. Cal.)

The firm was class counsel for consumers of homeopathic drug products in an action against

Boiron, Inc., the largest foreign manufacturer of homeopathic products in the United States, involving allegations that Boiron's labeling and advertising were false and misleading. We obtained a nationwide settlement for the class which provided injunctive relief and restitution from a common fund of \$5 million. *Gallucci v. Boiron, Inc.*, No. 11CV2039 JAH NLS, 2012 WL 5359485 (S.D. Cal. Oct. 31, 2012), *aff'd sub nom. Gallucci v. Gonzales*, 603 F. App'x 533 (9th Cir. 2015). The settlement was upheld by the Ninth Circuit on February 21, 2015. The case also set an industry standard for homeopathic drug labeling. See www.homeopathicpharmacy.org/pdf/press/AAHP_Advertising_Guidelines.pdf.

Red v. Kraft Foods Global, Inc., No. 2:10-1028-GW (C.D. Cal)

The firm represented consumers in a class action against one of the world's largest food companies and was appointed lead counsel in a consolidated putative class action. The action has resulted in a permanent injunction barring the use of deceptive health claims on Nabisco packaged foods containing artificial trans fat. Dkt. No. 260. The Court has also granted an interim award of attorneys' fees. Dkt. No. 301.

Mason v. Heel, Inc., No. 3:12-cv-3056-GPC-KSC (S.D. Cal.)

Plaintiff alleged false and deceptive advertising of over-the-counter homeopathic drugs. On October 31, 2013, the Honorable Gonzalo P. Curiel granted preliminary approval to a nationwide class settlement of \$1 million in monetary relief for the class plus four significant forms of injunctive relief. Final approval was granted on March 13, 2014. See *Mason v. Heel, Inc.*, 3:12-CV-03056-GPC, 2014 WL 1664271 (S.D. Cal. Mar. 13, 2014).

Clark v. National Western Life Insurance Co., No. BC321681 (L.A. Co. Super. Ct.)

Class action involving allegations of elder financial abuse and fraud. After litigating the case for well over six years, including Mr. Marron being appointed co-lead class counsel, the case resulted in a settlement of approximately \$25 million for consumers.

In re Quaker Oats Labeling Litig., No. 5:10-cv-00502-RS (N.D. Cal.)

False and deceptive advertising case concerning Instant Oats, Chewy Granola Bars and Oatmeal To Go products, including use of partially hydrogenated vegetable oil while also representing the products as healthy snacks. An injunctive relief class action settlement was granted preliminary approval on February 12, 2014, with my firm being appointed Class Counsel. Dkt. No. 180. On July 29, 2014, the court granted the final approval of the settlement. *In re Quaker Oats Labeling Litig.*, No. 5:10-cv-00502-RS, 2014 WL 12616763 (N.D. Cal. July 29, 2014).

Nigh v. Humphreys Pharmacal, Inc., No. 3:12-cv-02714-MMA-DHB (S.D. Cal.)

Case involving allegations of false and deceptive advertising of homeopathic over-the-counter drugs as effective when they allegedly were not. On October 23, 2013, a global settlement was granted final approved by the Honorable Michael M. Anello, involving a common fund of \$1.4 million plus five significant forms of injunctive relief for consumers. *Nigh v. Humphreys Pharmacal, Inc.*, No. 3:12-cv-02714-MMA-DHB, 2013 WL 5995382 (S.D. Cal. Oct. 23, 2013).

Burton v. Ganeden Biotech, Inc., No. 3:11-cv-01471-W-NLS (S.D. Cal.)

Action alleging false and deceptive advertising of a dietary probiotic supplement. The Marron Firm settled the case for \$900,000 in a common fund plus injunctive relief in the form of labeling changes. Final approval was granted on October 4, 2012. Dkt. No. 52.

Hohenberg v. Ferrero U.S.A., Inc., No. 3:11-CV-00205-H-CAB (S.D. Cal.)

This case involved false and deceptive advertising of sugary food product as a healthy breakfast food for children. After successfully defeating a motion to dismiss, *Hohenberg*, 2011 U.S. Dist. LEXIS 38471, at *6 (S.D. Cal. Mar. 22, 2011), the Honorable Marilyn Huff certified a class on November 15, 2011, resulting in a published decision, *In re Ferrero Litig.*, 278 F.R.D. 552 (S.D. Cal. 2011). A final settlement consisting of injunctive relief labeling and marketing changes, plus a \$550,000 common fund for monetary relief to the class was finally approved on July 9, 2012. Dkt. No. 127.

In re Quinol CoQ10 Liquid Labeling Litigation, No. 8:11-cv-173-DOC (C.D. Cal.)

This case involved false and deceptive consumer advertising of a dietary supplement. The Marron Firm was appointed class counsel and successfully defeated defendants' motion to decertify the class following the Ninth Circuit's decision in *Mazza v. Am. Honda Motor Co.*, 666 F.3d 581 (9th Cir. 2012). See *Bruno v. Eckhart Corp.*, 280 F.R.D. 540 (C.D. Cal. 2012); see also *Bruno v. Quten Research Inst., LLC*, 280 F.R.D. 524 (C.D. Cal. 2011). The case settled on the eve of trial (originally scheduled for October 2, 2012) for cash payments to the class and injunctive relief.

Iorio v. Asset Marketing Systems, Inc., No. 3:05-cv-00633-JLS-CAB (S.D. Cal.)

This action involved allegations of elder financial abuse and fraud. Mr. Marron was appointed class counsel on August 24, 2006 and the Court certified a class on July 25, 2006. After nearly six years of intensive litigation, including "challenges to the pleadings, class certification, class decertification, summary judgment, . . . motion to modify the class definition, motion to strike various remedies in the prayer for relief, and motion to decertify the Class' punitive damages claim," plus three petitions to the Ninth Circuit, attempting to challenge the Rule 23(f) class certification, a settlement valued at \$110 million was reached and approved on March 3, 2011. Dkt. No. 480. In granting final approval to the settlement, the Court noted that class counsel were "highly experienced trial lawyers with specialized knowledge in insurance and annuity litigation, and complex class action litigation generally" and "capable of properly assessing the risks, expenses, and duration of continued litigation, including at trial and on appeal." *Id.* at 7:18-22.

Martinez v. Toll Brothers, No. 09-cv-00937-CDJ (E.D. Penn.)

Shareholder derivative case alleging breach of fiduciary duty, corporate waste, unjust enrichment and insider trading, filed derivatively on behalf of Toll Brothers and against individual corporate officers. Under a joint prosecution agreement, this action was litigated along with other consolidated and related actions against Toll Brothers in a case styled ***Pfeiffer v. Toll Brothers***, No. 4140-VCL in the Delaware Chancery Court. After extensive litigation, the case settled in September 2012 for \$16.25 million in reimbursement to the corporation.

Peterman v. North American Co. for Life & Health Insurance, No. BC357194, (L.A. Co. Super. Ct.), involved allegations of elder financial abuse. This case was litigated for over four years and achieved a settlement of approximately \$60 million for consumers.

Vaccarino v. Midland Nat'l Life Ins. Co., No. 2:11-cv-05858-CAS (MANx) (C.D. Cal.)

This action involved allegations of elder financial abuse and fraud. On June 17, 2013, the Honorable Christina A. Snyder appointed the Marron Firm as Class Counsel, and on February 3, 2014, the Court certified a class of annuities purchasers under various theories of relief, including breach of contract and the UCL. On September 22, 2014, the court granted final approval to a class action

settlement that achieved a settlement of approximately \$5.55 million for consumers, including *cy pres* relief to the Congress of California Seniors. Dkt. No. 419.

OTHER NOTABLE CASES

In re Santa Fe Natural Tobacco Company Marketing & Sales Practices Litig., No. 1:16-md-02695-JB-LF (D.N.M.)

On May 24, 2016, Ronald A. Marron was appointed to the Executive Committee in a multidistrict litigation labeling case. Dkt. No. 24. On September 1, 2023, class certification was granted in part.

Henderson v. The J.M. Smucker Company, No. 2:10-cv-4524-GHK (C.D. Cal.)

This action was the catalyst forcing the defendant to reformulate a children’s frozen food production to remove trans-fat. On June 19, 2013, the Honorable George H. King held the firm’s client was a prevailing Private Attorney General and entitled to her costs and attorneys’ fees. Dkt. No. 268.

APPELLATE CASES

Littlejohn v. Ferrara Candy Company, Inc., Case No. 19-55805 (9th Cir.)

The Marron Firm was appointed by the district court as class counsel for a settlement class involving purchasers of SweeTARTS candy products that are labeling as containing “No Artificial Flavors” The plaintiff alleged that the “No Artificial Flavors” claim is false and misleading because the SweeTARTS products are made with an artificial flavoring ingredient. The district court approved a nationwide class action settlement that provided valuable injunctive relief by requiring the defendant to remove the “No Artificial Flavors” labeling claim. An objector appealed the district court’s approval of the settlement. On June 30, 2020, the Ninth Circuit fully affirmed the district court’s approval of the settlement holding that the “SweeTARTS purchasers tend to be repeat buyers who would derive value from the Settlement’s injunctive relief upon each future purchase of SweeTARTS.” *Littlejohn v. Ferrara Candy Company, Inc.*, ---Fed. Appx.---, 2020 WL 3536531, at *2 (9th Cir. June 30, 2020).

Shyriaa Henderson v. United States Aid Funds, Inc., Case No. 17-55373 (9th Cir.)

On March 22, 2019, the Ninth Circuit reversed the District Court’s order granting summary judgment in favor of Defendant, and remanded for further proceedings in a class action where debt collectors acting on behalf of defendant were in violation of the TCPA. The Ninth Circuit found that a reasonable jury could hold Defendant vicariously liable for the alleged TCPA violations by debt collectors. *Henderson v. United Student Aid Funds, Inc.*, 918 F.3d 1068 (9th Cir. 2019).

John Sandoval v. Pharmicare US, Inc., Case No. 16-56301 (9th Cir.)

On April 5, 2016, the Ninth Circuit reversed, in part, the District Court’s order granting summary judgment in a false advertising class action concerning an aphrodisiac dietary supplement called “IntenseX” The Marron Firm successfully argued that statements on the intensex.com website showed that the defendant failed to obtain approval of IntenseX as an OTC aphrodisiac drug, thus creating a basis for liability under California’s Unfair Competition Law. *Sandoval v. PharmaCare US, Inc.*, 730 Fed.Appx. 417 (9th Cir. 2018).

Reid v. Johnson & Johnson, Case No. 12-56726 (9th Cir.)

On March 13, 2015, the Ninth Circuit reversed, in part, the District Court’s order granting the

defendant's motion to dismiss in a false advertising class action concerning Benecol spread that was allegedly falsely advertised as containing "No Trans Fat." The Marron Firm successfully argued that the plaintiff's claims are not preempted by the Federal Food, Drug, and Cosmetics Act. *Reid v. Johnson & Johnson*, 780 F.3d 952, 964 (9th Cir. 2015).

EXHIBIT B

Exhibit B to Marron Certification

Timekeeper	Position	Rate Requested	Total Hours	Total Amount
Ronald A. Marron	Partner	\$845.00	75	\$63,375.00
Kas L. Gallucci	Senior Associate	\$625.00	9	\$5,625.00
Michael Houchin	Senior Associate	\$570.0.0	70.7	\$40,299.00
Lilach Halperin	Associate	\$500	5.2	\$2,600.00
Allison Kelly	Senior Paralegal	\$245	22.9	\$5,610.50
TOTAL				\$117,509.50

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – BERGEN COUNTY**

STEVEN DOVAL, MELISSA CUELLO,
and CEANA CUELLO, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

FAIRLEIGH DICKINSON UNIVERSITY,

Defendant.

Case No. BER-L-004966-20

DECLARATION OF JESSIE MONTAGUE

I, JESSIE MONTAGUE, declare that:

1. I am the Senior Project Manager for RG/2 Claims Administration LLC (“RG/2 Claims”), whose address is 30 South 17th Street, Philadelphia, PA 19103, the independent third-party Class Action Settlement Administrator appointed by this Court to handle various settlement administration activities in the above-referenced matter. The following statements are based on my personal knowledge and information provided by other RG/2 principals and employees working under my supervision, and if called upon to do so, I could and would testify consistent with the matters stated herein.

2. RG/2 Claims is a full-service class action settlement administrator offering notice, claims processing, allocation, distribution, tax reporting, and class action settlement consulting services. RG/2 Claims’ experience includes the provision of notice and administration services for settlements arising from antitrust, data security breach, consumer, civil rights, employment, negligent disclosure, and securities fraud allegations. Since 2000, RG/2 Claims has administered and distributed in excess of \$2 billion in class action settlement proceeds.

3. I have been actively involved and responsible for handling the administration of the settlement of the above-referenced matter.

4. RG/2 Claims was retained to, among other tasks, a) prepare, print, mail and email Notices to Settlement Class Members; b) create and maintain the Settlement Website that posts notices, Claim Forms and other relevant documents; c) establish a toll-free hotline; d) prepare weekly activity reports; e) handle inquiries from and correspondence to Settlement Class Members; f) re-mail Notices; g) skip-trace undeliverable addresses; h) receive and process Claim Forms; i) receive and track Opt-Outs and Objections; j) review reasonable documentation; k) calculate and issue Settlement payments to valid Claimants; l) submitting a declaration attesting to the dissemination of the Class Notice and the number of claims received and m) conduct such other tasks as the Parties mutually agree or the Court orders RG/2 Claims to perform. *See* Stipulation of Settlement (the “Agreement”). The purpose of this Declaration is to provide information regarding the dissemination of Class Notice and the claims received to date.

5. On or about May 22, 2024, RG/2 Claims received from Defendants’ counsel an electronic file containing the names and known contact information for the individuals identified as Settlement Class Members. RG/2 Claims reviewed the electronic file and determined there were 6,604 unique Settlement Class Members with valid contact information.

6. On or about June 3, 2024, RG/2 Claims made available the Settlement Website at www.fdusettlement.com. The website includes the following:

- a. The “Homepage” contains a brief summary of the Settlement and advises the Class of their rights under the Settlement and Frequently Asked Questions. The Settlement Website “Homepage” also listed out all important dates, including the deadline to submit claims, the deadline for Class Members to opt-out or object, and the settlement hearing. A copy of the Homepage is attached hereto as “**Exhibit A.**”
- b. The “Court Documents” page contains pdf copies of the Class Action Complaint, Long Form Notice, Class Action Settlement Agreement and Release, Motion for Preliminary Approval of the Class Action Settlement, and the Order Granting Preliminary Approving of the Class Action Settlement Agreement.
- c. The “Notice and Claim Form” page contains pdf copies of the Long Form Notice, Claim Form,

- and a link to the online claim filing portal for Settlement Class Members to log in using a Claimant ID to submit the claim electronically.
- d. The “Submit a Claim” page includes a link to a portal where Settlement Class Members can log in to secure portal using a Claimant ID to submit the claim electronically and a link to the pdf copy of the Claim Form.
 - e. The “Contact Us” page contains the contact information of the Settlement Administrator and Class Counsel.
7. On June 4 2024, RG/2 Claims caused to be served by electronic mail, to 6,593 Class Members whose email address was provided, the Notice of Proposed Class Action Settlement (the “Email Notice”) with links to the Settlement website that allowed Class Member to complete and submit the Claim Form online. A true and correct copy of the Email Notice is attached hereto as “**Exhibit B**”. Of the Email Notices sent, 2,589 resulted in a “bounce-back” or the email address was invalid and the Email Notice could not be delivered.
8. On June 11, 2024, RG/2 Claims caused to be served by First Class U.S. Mail the Notice of Proposed Class Action Settlement (the “Direct Mail Notice”) to individuals identified as Settlement Class Members where the Email Notices resulted in a “bounce-back” or could not be delivered. The Direct Mail Notice included links to the Settlement website that allowed Class Member to complete and submit the Claim Form online with a Claimant ID. A true and correct copy of the Direct Mail Notice is attached hereto as “**Exhibit C**”.
9. Prior to mailing the Direct Mail Notices, and in order to provide the best notice practicable and locate the most recent addresses for Settlement Class Members, RG/2 Claims processed the Settlement Class List of 6,604 names and addresses received through the United States Postal Service’s (“USPS”) National Change of Address database (“NCOA”) and updated the data with corrected information.
10. On June 3, 2024, RG/2 Claims arranged for a Toll-Free Interactive Voice Response (“IVR”) to be available to Settlement Class Members. The Toll-Free IVR number, 1(844)-979-7303 provides script recordings of information about the Settlement and frequently asked questions. Settlement Class Members

also have the option to leave a voicemail message requesting a returned call or request a Notice or Claim Form.

11. RG/2 Claims made available Post Office Box 59479 in Philadelphia, PA 19102-9479 to receive and process returned Notices, Claim Forms, Opt Outs, and Objections.

12. On June 4, 2024, RG/2 Claims also made available the email inbox info@rg2claims.com to receive and respond to email inquiries from Settlement Class Members.

13. As of June 25, 2024, RG/2 Claims has not received any objections to the settlement. RG/2 Claims has received two (2) exclusions requests, as of June 25, 2024. RG/2 Claims will provide updated statistics following the July 12, 2024 Objection/Opt-Out deadline.

14. As of June 25, 2024, RG/2 Claims has received and processed 883 Claim Forms. As the deadline to file a claim is forty-five (45) days after the Final Approval Hearing or October 1, 2024, the information provided regarding claim submission is subject to change and is not final.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 28th day of June 2024.



Jessie Montague

EXHIBIT A

Doval, et al., v. Fairleigh Dickinson University

Case No. BER-L-004966-20

IF YOU ARE A PERSON WHO PAID FDU SPRING 2020 SEMESTER TUITION AND FEES OR WHO BENEFITTED FROM THE PAYMENT, AND WHOSE TUITION AND FEES HAVE NOT BEEN REFUNDED, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

The Superior Court of New Jersey Law Division Bergen County has preliminarily approved a class action settlement that may affect your legal rights.

A Settlement has been reached in a class action lawsuit against Fairleigh Dickinson University ("FDU" or "Defendant"). The class action lawsuit involves whether FDU breached a contract with its students to provide physically in-person instruction and on-campus educational services for the Spring 2020 Semester by transitioning to remote learning and services environment in March 2020 without issuing tuition and fee refunds. FDU denies all allegations of wrongdoing and liability. There has been no finding of liability by any Court. However, in order to support its students and their families and to resolve the matter, but without admitting any wrongdoing, FDU has agreed to establish a Settlement Fund to resolve all claims in the Action (the "Settlement").

Frequently Asked Questions

Who's Included? You are included if you are a person who paid FDU Spring 2020 Semester tuition and fees or who benefitted from the payment, and whose tuition and fees have not been refunded.

What Can I Get? Class Members who submit a timely and valid Claim Form will receive a cash benefit as set forth below. A Settlement Fund of \$1,500,000.00 has been established to pay all claims to the Settlement Class, together with notice and administration expenses, approved attorneys' fees and costs, and incentive awards. If you are entitled to relief, you will be eligible to receive a pro rata (meaning

proportional) share of the Settlement Fund, up to \$155.00, which will be based on the total out-of-pocket amount of tuition and fees paid for the Spring 2020 Semester (less any outstanding balance from the Spring 2020 term still owed to FDU).

YOU MUST SUBMIT A TIMELY, VALID CLAIM FORM TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

How Do I Get a Payment? All Class Members must submit a timely, valid Claim Form postmarked or received by **October 1, 2024** to receive a payment under the Settlement. Click **here** (<https://www.claimsettlementportal.com/fdu>) to submit a claim. FDU has provided the Settlement Administrator with a list of the Class Members and their contact information. The Court has issued an order permitting FDU, under the Family Educational Rights and Privacy Act (“FERPA”), to disclose to the Settlement Administrator, the Spring 2020 Semester out-of-pocket amount for each Class Member. FDU will release that information no later than five (5) business days after **July 12, 2024**. On or before **July 12, 2024**, you as a Class Member have the option to request that the Court quash its order requiring such disclosure as to your information.

If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

YOU MAY	
DO NOTHING	If you do nothing, you will receive no payment under the Settlement. You will also give up your rights to sue FDU about the claims in this case.
SUBMIT A VALID CLAIM FORM BY OCTOBER 1, 2024	This is the only way to receive a payment under the Settlement. Claim Forms must be postmarked or received by October 1, 2024 .

<p>EXCLUDE YOURSELF BY JULY 12, 2024</p>	<p>If you opt out of the Settlement, you will receive no benefits, but you will retain any rights you currently have to sue FDU about the claims in this case. Any request for exclusion must be postmarked or received by July 12, 2024.</p>
<p>OBJECT BY JULY 12, 2024</p>	<p>If you wish, you may write to the Court explaining why you don't like the Settlement. Any objection must be filed and copies received by July 12, 2024.</p>
<p>GO TO THE HEARING ON AUGUST 22, 2024</p>	<p>You may ask to speak in Court about your opinion of the Settlement. Your notice of appearance must be filed and copies received by July 12, 2024.</p>

To understand all your options and how your rights will be affected, as well as the deadlines for action on your part, please read all of the Long Form Notice ([pdf/Long_Form_Notice_FINAL.pdf](#)).

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

The Court will hold the Final Approval Hearing at **11:00 a.m. on August 22, 2024** at Superior Court of New Jersey, Law Division, Bergen County, 10 Main Street, Hackensack, New Jersey 07601. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider Class Counsel's request for attorneys' fees and expenses; and to consider the request for incentive awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so continue to visit this website for Settlement updates. You can also call (844) 979-7303 for updates.

EXHIBIT B

From: fdusettlement@mailrt.com
To: JonQClassMember@domain.com
Re: Legal Notice of Class Action Settlement (FDU)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Doval, et al., v. Fairleigh Dickinson University, Case No. BER-L-004966-20
(Superior Court of New Jersey Law Division Bergen County)

You are receiving this notice because records show that you paid tuition or fees (excluding Room and Board) to Fairleigh Dickinson University (“FDU”) for the Spring 2020 Semester and you may be eligible for a settlement payment under the terms of a recent class action settlement.

A court has directed that this Notice be emailed to you. This is not a solicitation from a lawyer

A proposed settlement has been reached in a class action lawsuit against FDU, the defendant in a matter pending in the Superior Court of New Jersey, Law Division Bergen County (“Action”). Plaintiffs Steven Doval, Melissa Cuello, and Ceana Cuello allege that FDU breached a contract with its students to provide in-person instruction and on-campus educational services for the Spring 2020 Semester by transitioning to remote learning and services environment in March 2020 in accordance with New Jersey Governor Murphy’s Executive Order without issuing tuition and fee refunds. FDU denies all allegations of wrongdoing and liability and no Court has made any finding of liability or wrongdoing by FDU. However, in order to support its students and their families and to resolve the matter, but without admitting any wrongdoing, FDU has agreed to establish a Settlement Fund to resolve all claims in the Action (the “Settlement”).

Am I a Class Member? FDU’s records indicate you may be a Class Member. Class Members are people who paid FDU Spring 2020 Semester tuition and fees or who benefitted from the payment, and whose tuition and fees have not been refunded.

What Can I Get? Class Members who submit a timely and valid Claim Form will receive a cash benefit as set forth below. A Settlement Fund of \$1,500,000.00 has been established to pay all claims to the Settlement Class, together with notice and administration expenses, approved attorneys’ fees and costs, and incentive awards. If you are entitled to relief, you will receive a *pro rata* share of the Settlement Fund, in an amount not to exceed \$155.00, which *pro rata* share will be based on the total out-of-pocket amount of tuition and fees (excluding Room and Board) you paid for the Spring 2020 Semester (less any outstanding balance from the Spring 2020 term still owed to FDU).

YOU MUST SUBMIT A TIMELY, VALID CLAIM FORM TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

[CLICK HERE](#) TO SUBMIT A CLAIM AND ENTER YOUR CLAIMANT ID

CLAIMANT ID: **XXX-XXX-XXX-XXX**

How Do I Get a Payment? All Class Members must submit a timely, valid Claim Form postmarked or received by October 1, 2024 to receive a payment under the Settlement. Your payment will come by check to the residential address on file with FDU. You may visit the Settlement Website at www.fdusettlement.com to update your mailing address or obtain and submit a Claim Form. You can also obtain a Claim Form by contacting the Settlement Administrator at the phone or address below. FDU has provided the Settlement Administrator with a list of the Class Members and their contact information. Also, the Court has issued an order permitting FDU, under the Family Educational Rights and Privacy Act (“FERPA”), to disclose to the Settlement Administrator, the Spring 2020 Semester out-of-pocket amount for each Class Member. FDU will release that information no later than five (5) business days after July 12, 2024. On or before July 12, 2024, you as a Class Member have the option to request that the Court quash its order requiring such disclosure as to your information.

What are My Other Options? You may exclude yourself from the Class by sending a letter to the Settlement Administrator postmarked or received no later than **July 12, 2024**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the FDU over the legal issues in the lawsuit. If you do not exclude yourself, you may object to the Settlement if you choose to do so. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than July 12, 2024. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at www.fdusettlement.com. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments. In addition, your claims relating to the alleged breach of contract, unjust enrichment, conversion, and money had and received causes of action asserted in this case or which could have been brought in this case based upon the facts alleged regarding the Spring 2020 Semester will be released.

Who Represents Me? The Court has appointed Philip L. Fraietta of Bursor & Fisher, P.A., Antonio Vozzolo of Vozzolo LLC, and Ronald A Marron of the Law Offices of Ronald A. Marron, APLC to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at 11:00 a.m. on August 22, 2024 at the Superior Court of New Jersey, Law Division, Bergen County, 10 Main St., Hackensack, New Jersey 07601. This hearing may be adjourned to a different date or may ultimately be conducted remotely. Please check the Settlement Website at www.fdusettlement.com for updates. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel’s request for attorneys’ fees, costs, and expenses; and decide whether to award the Class Representatives \$5,000 each from the Settlement Fund for their services in helping to bring and settle this case. FDU does not object to Class Counsel seeking reasonable attorneys’ fees, costs, and expenses from the Settlement Fund in an amount to be determined by the Court. Class Counsel will seek no more than one-third (33.3%) of the Settlement Fund (or Five Hundred Thousand Dollars (\$500,000.00)), but the Court may Award less than this amount.

To File a Claim or to Get More Information, including a more detailed Notice, Claim Form, a copy of the Settlement Agreement and other documents, go to www.fdusettlement.com, contact the Settlement Administrator at 1-844-979-7303, info@rg2claims.com, or FDU Settlement Administrator, c/o RG/2 Claims Administration P.O. Box 59479, Philadelphia, PA 19102-9479 , or call Class Counsel at 1-646-837-7150.

By order of the Superior Court of New Jersey Law Division Bergen County

EXHIBIT C

COURT AUTHORIZED NOTICE OF CLASS ACTION AND
PROPOSED SETTLEMENT

FDU'S RECORDS INDICATE YOU
ARE A PERSON WHO MAY HAVE
PAID FAIRLEIGH DICKINSON
UNIVERSITY SPRING 2020
SEMESTER TUITION AND FEES OR
WHO BENEFITTED FROM THE
PAYMENT, AND WHOSE TUITION
AND FEES HAVE NOT BEEN
REFUNDED, AND MAY BE
ENTITLED TO A PAYMENT FROM A
CLASS ACTION SETTLEMENT.

FDU Settlement
Settlement Administrator
P.O. Box 59479
Philadelphia, PA 19102-9479

Claimant ID: «Claimant_ID»

«Barcodes»
«FirstName» «LastName»
«Street» «Street2»
«City», «State» «Zip»

By Order of the Court Dated: May 14, 2024

FDU SETTLEMENT

A settlement has been reached in a class action lawsuit claiming that Defendant, Fairleigh Dickinson University (“FDU”), breached a contract with its students to provide physically in-person instruction and on-campus educational services for the Spring 2020 Semester by transitioning to remote learning and services environment in March 2020 in accordance with New Jersey Governor Murphy’s Executive Order without issuing tuition and fee refunds (except for Room and Board). FDU denies all allegations of wrongdoing and liability. There has been no finding of liability by any Court. However, in order to support its students and to resolve the matter, but without admitting any wrongdoing, FDU has agreed to establish a Settlement Fund to resolve all claims in the Action (the “Settlement”). The Court has preliminarily approved the Settlement.

Am I a Class Member? FDU’s records reflect you may be a Class Member. Class Members are people who paid Defendant Spring 2020 Semester tuition and fees or who benefitted from the payment, and whose tuition and fees have not been refunded.

What Can I Get? If approved by the Court, a Settlement Fund of \$1,500,000.00 has been established to pay all claims to the Settlement Class, together with notice and administration expenses, approved attorneys’ fees and costs, and incentive awards. If you are entitled to relief, you must complete a valid, timely Claim Form in order to receive a pro rata share of the Settlement Fund, up to \$155.00, which pro rata share will be based on the total out-of-pocket amount of tuition and fees paid for the Spring 2020 Semester (except for Room and Board) (less any outstanding balance from the Spring 2020 term still owed to FDU).

How Do I Get a Payment? All Class Members must submit a timely, valid Claim Form postmarked or received by **October 1, 2024** to receive a payment under the Settlement. Your payment will come by check to the residential address on file with FDU. You may visit the Settlement Website at www.fdusettlement.com to update your mailing address or obtain and submit a Claim Form. You can also obtain a Claim Form by contacting the Settlement Administrator at the phone or address below. FDU has provided the Settlement Administrator with a list of the Class Members and their contact information. Also, the Court has issued an order permitting FDU, under the Family Educational Rights and Privacy Act (“FERPA”), to disclose to the Settlement Administrator, the Spring 2020 Semester out-of-pocket expenses and fees (excluding Room and Board) for each Class Member. FDU will release that information no later than five (5) business days after **July 12, 2024**. On or before **July 12, 2024**, you as a Class Member have the option to request that the Court quash its order requiring such disclosure as to your information.

What are My Other Options? You may exclude yourself from the Class by sending a letter to the settlement administrator postmarked or received no later than **July 12, 2024**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the FDU over the legal issues in the lawsuit. If you do not exclude yourself, you may object to the Settlement if you choose to do so. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than **July 12, 2024**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at www.fdusettlement.com. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments. In addition, your claims relating to the alleged breach of contract, unjust enrichment, conversion, and money had and received causes of action asserted in this case or which could have been brought in this case based upon the facts alleged regarding the Spring 2020 Semester will be released.

Who Represents Me? The Court has appointed Philip L. Fraietta of Bursor & Fisher, P.A., Antonio Vozzolo of Vozzolo LLC, and Ronald A Marron of the Law Offices of Ronald A. Marron, APLC to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at **11:00 a.m.** on August 22, 2024 at the Superior Court of New Jersey, Law Division, Bergen County, 10 Main St., Hackensack, New Jersey 07601. This hearing may be adjourned to a different date or may ultimately be conducted remotely. Please check the Settlement Website for updates. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel’s request for attorneys’ fees, costs, and expenses; and decide whether to award the Class Representatives \$5,000 each from the Settlement Fund for their services in helping to bring and settle this case. FDU does not object to Class Counsel seeking reasonable attorneys’ fees, costs, and expenses from the Settlement Fund in an amount to be determined by the Court. Class Counsel will seek no more than one-third (33.3%) of the Settlement Fund (or Five Hundred Thousand Dollars (\$500,000.00)), but the Court may Award less than this amount.

To File a Claim or to Get More Information. including a more detailed Notice, Claim Form, a copy of the Settlement Agreement and other documents, go to www.fdusettlement.com, contact the settlement administrator at 1-844-979-7303, info@rg2claims.com, or FDU Settlement Administrator, c/o RG/2 Claims Administration, P.O. Box 59479, Philadelphia, PA 19102-9479, or call Class Counsel at 1-646-837-7150.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – BERGEN COUNTY**

STEVEN DOVAL, MELISSA CUELLO, and
CEANA CUELLO, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

FAIRLEIGH DICKINSON UNIVERSITY,

Defendant.

Case No. BER-L-004966-20

DECLARATION OF MELISSA CUELLO

BURSOR & FISHER, P.A.

Philip L. Fraietta

Alec M. Leslie

1330 Avenue of the Americas

New York, NY 10019

Telephone: (646) 837-7150

Facsimile: (212) 989-9163

Email: pfraietta@bursor.com

aleslie@bursor.com

VOZZOLO LLC

Antonio Vozzolo

345 Route 17 South

Upper Saddle River, New Jersey 07458

Telephone: (201) 630-8820

Facsimile: (201) 604-8400

Email: avozzolo@vozzolo.com

LAW OFFICES OF RONALD A.

MARRON, APLC

Ronald A. Marron (pro hac vice)

651 Arroyo Drive

San Diego, California 92103

Telephone: (619) 696-9006

Facsimile: (619) 564-6665

Email: ron@consumersadvocates.com

I, Melissa Cuello, declare and state as follows:

1. I am a resident of the State of New Jersey and am over 18 years of age. The following facts are stated from my personal knowledge, except those facts stated on information and belief, which I believe to be true and correct, and if called as a witness, I could and would testify competently thereto under oath. I am a named plaintiff and class representative in this action against Defendant Fairleigh Dickinson University (“Defendant” or “FDU”).

2. I make this declaration in support of Class Counsel’s Motion for Attorneys’ Fees, Costs, and Service Awards.

3. I understand that, as a class representative, I have certain duties and responsibilities to the class, and I believe that I have fairly represented the interests of all class members during the entire course of this action.

4. I contacted Ronald A. Marron, looking for legal counsel to recover tuition and fees paid to the Defendant for in-person educational services that my daughter, a student at FDU, did not receive during the Spring 2020 semester. After the initial consult, I retained Ronald A. Marron of the Law Offices of Ronald A. Marron, APLC to represent my and my daughter’s interests, as well as those of other FDU students and their families.

5. My counsel provided me with information regarding class actions, how they work, and what my duties would be as a class representative. I agreed to serve as a class representative in this matter to seek and recover damages on behalf of myself and other similarly situated FDU students and families.

6. I understand that the Settlement in this case is subject to this Court’s approval to ensure that it is in the best interest of the class as a whole. I have no conflicts with the members of the class.

7. I understand that my attorneys are submitting an application to this Court for a service award to compensate me for my unique contributions to the success of this action in the amount of \$5,000. This amount is only 0.3% of the \$1,500,000 settlement fund. I believe this amount is fair and reasonable compensation for my efforts in this case and the risks I have taken in pursuing a fair recovery for the class.

8. As part of my representation in this case, my attorney, Ronald A. Marron, informed me that the Law Offices of Ronald A. Marron would jointly work with Bursor & Fisher, P.A. and Vozzolo, LLC to represent me in this action. I reviewed and approved the Joint Prosecution and Attorney Agreement, which states that the attorneys will share any award of attorneys' fees as follows: 50% to Bursor & Fisher, P.A., 25% to Vozzolo, LLC, and 25% to the Law Offices of Ronald A. Marron, APLC, and that the total fee charged will not be increased solely by reason of the division of fees.

9. As a class representative, I assumed a fiduciary role to the class. I agreed to (1) consider the interests of the class just as I would consider my own interests and, in some cases, to put the interests of the class before my own interests; (2) actively participate in the lawsuit, as necessary, by among other things, answering interrogatories, producing documents to Defendants, and giving testimony; (3) being available to travel, if necessary; (4) recognize and accept that any resolution of the lawsuit by dismissal or settlement, is subject to court approval, and must be designed in the best interest of the class as a whole; and (5) follow the process of the lawsuit and provide all relevant facts to my attorneys. I agreed to take on these responsibilities in exchange for a proportionate share of the funds made available for distribution to the class. I had no guarantee of a service award.

10. Filing this lawsuit subjected me to particular risks that class members will not experience. My daughter, Ceana Cuello, was enrolled as a student at FDU at the time this action was initiated, and I was responsible for funding her education. My daughter and I risked our reputations within the FDU community, especially in light of the volatile political climate during the Covid-19 pandemic. I was willing to take on the risks and notoriety of being associated with this politically divisive issue and to bring a claim against the University where my daughter was still enrolled as a student in order to obtain relief for myself and other FDU students and their families.

11. The activities I have performed have included but have not been limited to: obtaining legal counsel, speaking with my legal counsel on numerous occasions via phone, email and text communications, assisting them in gathering information including providing factual details regarding information I received about the on-campus experience students were to receive upon payment of tuition and fees, assisting with identifying the claims brought in this case, gathering documents relevant to the lawsuit and being available for in person conference or hearing if necessary, such as sitting for a

deposition and at trial. I have also spent time carefully reviewing the Settlement, and other case-related documents on my own and with my counsel to make sure that the Settlement and other work my attorneys performed are in the best interest of the class. I gave my approval to the Settlement prior to its execution.

12. Based on my interactions with my attorneys, I believe they have fairly and adequately represented me and other members of the class and will continue to do so.

13. With my counsel's assistance, I have done my best to protect the interests of other class members and will continue to fairly and adequately represent the class to the best of my ability.

I declare under the penalty of perjury under the laws of the State of New Jersey that the foregoing is true and correct to the best of my knowledge.

Executed on June 24, 2024, in Fairfield, New Jersey.


Melissa Cuello (Jun 24, 2024 15:05 EDT)

MELISSA CUELLO

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – BERGEN COUNTY**

STEVEN DOVAL, MELISSA CUELLO, and
CEANA CUELLO, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

FAIRLEIGH DICKINSON UNIVERSITY,

Defendant.

Case No. BER-L-004966-20

DECLARATION OF CEANA CUELLO

BURSOR & FISHER, P.A.

Philip L. Fraietta
Alec M. Leslie
1330 Avenue of the Americas
New York, NY 10019
Telephone: (646) 837-7150
Facsimile: (212) 989-9163
Email: pfraietta@bursor.com
aleslie@bursor.com

VOZZOLO LLC

Antonio Vozzolo
345 Route 17 South
Upper Saddle River, New Jersey 07458
Telephone: (201) 630-8820
Facsimile: (201) 604-8400
Email: avozzolo@vozzolo.com

**LAW OFFICES OF RONALD A.
MARRON, APLC**

Ronald A. Marron (pro hac vice)
651 Arroyo Drive
San Diego, California 92103
Telephone: (619) 696-9006
Facsimile: (619) 564-6665
Email: ron@consumersadvocates.com

I, Ceana Cuello, declare and state as follows:

1. I am a resident of the State of New Jersey and am over 18 years of age. The following facts are stated from my personal knowledge, except those facts stated on information and belief, which I believe to be true and correct, and if called as a witness, I could and would testify competently thereto under oath. I am a named plaintiff and class representative in this action against Defendant Fairleigh Dickinson University (“Defendant” or “FDU”).

2. I make this declaration in support of Class Counsel’s Motion for Attorneys’ Fees, Costs, and Service Awards.

3. I understand that, as a class representative, I have certain duties and responsibilities to the class, and I believe that I have fairly represented the interests of all class members during the entire course of this action.

4. I contacted Ronald A. Marron, looking for legal counsel to recover tuition and fees paid to the Defendant for in-person educational services that I, a nursing student at FDU, did not receive during the Spring 2020 semester. After the initial consult, I retained Ronald A. Marron of the Law Offices of Ronald A. Marron, APLC to represent my and other class members’ interests.

5. My counsel provided me with information regarding class actions, how they work, and what my duties would be as a class representative. I agreed to serve as a class representative in this matter to seek and recover damages on behalf of myself and other similarly situated FDU students and families.

6. I understand that the Settlement in this case is subject to this Court’s approval to ensure that it is in the best interest of the class as a whole. I have no conflicts with the members of the class.

7. I understand that my attorneys are submitting an application to this Court for a service award to compensate me for my unique contributions to the success of this action in the amount of \$5,000. This amount is only 0.3% of the \$1,500,000 settlement fund. I believe this amount is fair and reasonable compensation for my efforts in this case and the risks I have taken in pursuing a fair recovery for the class.

8. As part of my representation in this case, my attorney, Ronald A. Marron, informed me that the Law Offices of Ronald A. Marron would jointly work with Bursor & Fisher, P.A. and Vozzolo, LLC to represent me in this action. I reviewed and approved the Joint Prosecution and Attorney Agreement, which states that the attorneys will share any award of attorneys' fees as follows: 50% to Bursor & Fisher, P.A., 25% to Vozzolo, LLC, and 25% to the Law Offices of Ronald A. Marron, APLC, and that the total fee charged will not be increased solely by reason of the division of fees.

9. As a class representative, I assumed a fiduciary role to the class. I agreed to (1) consider the interests of the class just as I would consider my own interests and, in some cases, to put the interests of the class before my own interests; (2) actively participate in the lawsuit, as necessary, by among other things, answering interrogatories, producing documents to Defendants, and giving testimony; (3) being available to travel, if necessary; (4) recognize and accept that any resolution of the lawsuit by dismissal or settlement, is subject to court approval, and must be designed in the best interest of the class as a whole; and (5) follow the process of the lawsuit and provide all relevant facts to my attorneys. I agreed to take on these responsibilities in exchange for a proportionate share of the funds made available for distribution to the class. I had no guarantee of a service award.

10. Filing this lawsuit subjected me to particular risks that class members will not experience. I was enrolled as a student at FDU at the time this action was initiated. My mother, Melissa Cuello, and I risked our reputations within the FDU community, especially in light of the volatile political climate during the Covid-19 pandemic. I was willing to take on the risks and notoriety of being associated with this politically divisive issue and to bring a claim against the University where I was still enrolled as a student in order to obtain relief for myself and other FDU students and their families.

11. The activities I have performed have included but have not been limited to: obtaining legal counsel, speaking with my legal counsel on numerous occasions via phone, email and text communications, assisting them in gathering information including providing factual details and describing my experience as a student at FDU during the Spring 2020 semester, assisting with identifying the claims brought in this case, gathering documents relevant to the lawsuit and being available for in person conference or hearing if necessary, such as sitting for a deposition and at trial. I have also spent time carefully reviewing the Settlement, and other case-related documents on my own


and with my counsel to make sure that the Settlement and other work my attorneys performed are in the best interest of the class. I gave my approval to the Settlement prior to its execution.

12. Based on my interactions with my attorneys, I believe they have fairly and adequately represented me and other members of the class and will continue to do so.

13. With my counsel's assistance, I have done my best to protect the interests of other class members and will continue to fairly and adequately represent the class to the best of my ability.

I declare under the penalty of perjury under the laws of the State of New Jersey that the foregoing is true and correct to the best of my knowledge.

Executed on June^{26²⁶}, 2024, in Springfield, New Jersey.


Ceana Cuello (Jun 26, 2024 01:18 EDT)

CEANA CUELLO

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – BERGEN COUNTY**

STEVEN DOVAL, MELISSA CUELLO, and
CEANA CUELLO, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

FAIRLEIGH DICKINSON UNIVERSITY,

Defendant.

Case No. BER-L-004966-20

DECLARATION OF STEVEN DOVAL

BURSOR & FISHER, P.A.

Philip L. Fraietta

Alec M. Leslie

1330 Avenue of the Americas

New York, NY 10019

Telephone: (646) 837-7150

Facsimile: (212) 989-9163

Email: pfraietta@bursor.com

aleslie@bursor.com

VOZZOLO LLC

Antonio Vozzolo

345 Route 17 South

Upper Saddle River, New Jersey 07458

Telephone: (201) 630-8820

Facsimile: (201) 604-8400

Email: avozzolo@vozzolo.com

LAW OFFICES OF RONALD A.

MARRON, APLC

Ronald A. Marron (pro hac vice)

651 Arroyo Drive

San Diego, California 92103

Telephone: (619) 696-9006

Facsimile: (619) 564-6665

Email: ron@consumersadvocates.com

I, Steven Doval, declare and state as follows:

1. I am a resident of the State of New Jersey and am over 18 years of age. The following facts are stated from my personal knowledge, except those facts stated on information and belief, which I believe to be true and correct, and if called as a witness, I could and would testify competently thereto under oath. I am a named plaintiff and class representative in this action against Defendant Fairleigh Dickinson University (“Defendant” or “FDU”).

2. I make this declaration in support of Class Counsel’s Motion for Attorneys’ Fees, Costs, and Service Awards.

3. I understand that, as a class representative, I have certain duties and responsibilities to the class, and I believe that I have fairly represented the interests of all class members during the entire course of this action.

4. I contacted Bursor & Fisher, P.A., looking for legal counsel to recover tuition and fees paid to the Defendant for in-person educational services that my daughter, a student at FDU, did not receive during the Spring 2020 semester. After the initial consult, I retained Bursor & Fisher to represent my interests, as well as those of other FDU students and their families.

5. My counsel provided me with information regarding class actions, how they work, and what my duties would be as a class representative. I agreed to serve as a class representative in this matter to seek and recover damages on behalf of myself and other similarly situated FDU students and families.

6. I understand that the Settlement in this case is subject to this Court’s approval to ensure that it is in the best interest of the class as a whole. I have no conflicts with the members of the class.

7. I understand that my attorneys are submitting an application to this Court for a service award to compensate me for my unique contributions to the success of this action in the amount of \$5,000. This amount is only 0.3% of the \$1,500,000 settlement fund. I believe this amount is fair and reasonable compensation for my efforts in this case and the risks I have taken in pursuing a fair recovery for the class.

8. As part of my representation in this case, my attorneys at Bursor & Fisher informed me that Bursor & Fisher would work jointly with the Law Offices of Ronald A. Marron and Vozzolo, LLC to represent me in this action. I reviewed and approved the Joint Prosecution and Attorney Agreement, which states that the attorneys will share any award of attorneys' fees as follows: 50% to Bursor & Fisher, P.A., 25% to Vozzolo, LLC, and 25% to the Law Offices of Ronald A. Marron, APLC, and that the total fee charged will not be increased solely by reason of the division of fees.

9. As a class representative, I assumed a fiduciary role to the class. I agreed to (1) consider the interests of the class just as I would consider my own interests and, in some cases, to put the interests of the class before my own interests; (2) actively participate in the lawsuit, as necessary, by among other things, answering interrogatories, producing documents to Defendant, and giving testimony; (3) being available to travel, if necessary; (4) recognize and accept that any resolution of the lawsuit by dismissal or settlement, is subject to court approval, and must be designed in the best interest of the class as a whole; and (5) follow the process of the lawsuit and provide all relevant facts to my attorneys. I agreed to take on these responsibilities in exchange for a proportionate share of the funds made available for distribution to the class. I had no guarantee of a service award.

10. Filing this lawsuit subjected me to particular risks that class members will not experience. My daughter was enrolled as a student at FDU at the time this action was initiated, and I was responsible for funding her education. I risked my reputation within the FDU community, especially in light of the volatile political climate during the Covid-19 pandemic. I was willing to take on the risks and notoriety of being associated with this politically divisive issue and to bring a claim against the University where my daughter was a student in order to obtain relief for myself and other FDU students and their families.

11. The activities I have performed have included but have not been limited to: obtaining legal counsel, speaking with my legal counsel on numerous occasions via phone and email, assisting them in gathering information including providing factual details regarding information I received about the on-campus experience students were to receive upon payment of tuition and fees, assisting with identifying the claims brought in this case, gathering documents relevant to the lawsuit and being available for in person conference or hearing if necessary, such as sitting for a deposition and at trial. I have also spent time reviewing the Settlement, discussing the Settlement with my attorneys, and

reviewing other case-related documents on my own and with my counsel to make sure that the Settlement and other work my attorneys performed are in the best interest of the class. I gave my approval to the Settlement prior to its execution.

12. Based on my interactions with my attorneys, I believe they have fairly and adequately represented me and other members of the class and will continue to do so.

13. With my counsel's assistance, I have done my best to protect the interests of other class members and will continue to fairly and adequately represent the class to the best of my ability.

I declare under the penalty of perjury under the laws of the State of New Jersey that the foregoing is true and correct to the best of my knowledge.

Executed on June26, 2024, in Teaneck, New Jersey.



Steven Doval (Jun 26, 2024 11:00 EDT)

STEVEN DOVAL