

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER**

RICHARD MCCALL and ABRAHAM  
LIBMAN, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

HERCULES CORP.,

Defendant.

Index No. 66810/2021

Motion Seq. No. 002

**AFFIRMATION OF PHILIP L. FRAIETTA IN SUPPORT OF PLAINTIFFS'  
UNOPPOSED MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND NAMED  
PLAINTIFFS' ENHANCEMENT AWARDS**

Philip L. Fraietta, Esq., an attorney duly admitted to practice law in the courts of the State of New York, does state and say under penalty of perjury as follows:

1. I am a partner at Bursor & Fisher, P.A., and I am Class Counsel in this action. I am an attorney at law licensed to practice in the State of New York. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would testify competently thereto.
2. I make this affirmation in support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Named Plaintiffs' Enhancement Awards.
3. Attached hereto as **Exhibit A** is a true and correct copy of the Parties' Class Action Settlement Agreement, and the exhibits attached thereto.
4. Beginning in January 2021, my firm commenced a pre-suit investigation of Defendant's alleged conduct. Because no court had ever issued an opinion interpreting Laundry Cards that were not marketed as gift cards as falling under the purview of General Business Law

(“GBL”) § 396-i, my firm’s investigation was extensive, novel, and involved in-depth research into Defendant’s business practices, textual analysis of the statute, and the legislative history of GBL § 396-i. Thus, my firm performed extensive legal research regarding the viability of bringing a GBL § 349 partially premised on a violation of GBL § 396-i.

5. On January 29, 2021, Plaintiff Libman filed a putative class action in the United States District Court for the Southern District of New York.

6. On April 13, 2021, after Plaintiff Libman amended his federal complaint twice, Defendant filed a letter seeking a pre-motion conference regarding its anticipated motion to dismiss.

7. On May 27, 2021, the federal court conducted a pre-motion conference and dissuaded Defendant from filing a motion to dismiss.

8. On August 16, 2021, Defendant filed an Answer to the operative Second Amended Complaint in the federal court, wherein it asserted 12 affirmative defenses, including that Plaintiff Libman and the putative class lacked Article III standing.

9. During that time, the Parties also exchanged written and document discovery, including on issues such as the size and scope of the putative class, which allowed them to competently assess their relative negotiating positions. Indeed, Defendant produced and my firm reviewed thousands of transaction records pertaining to the Laundry Cards. This information was sufficient to assess the strengths and weaknesses of the claims and defenses.

10. From the outset of the case, the Parties engaged in settlement discussions and, to that end, agreed to participate in a private mediation.

11. In advance of this mediation, the Parties exchanged lengthy, detailed mediation statements, airing their respective legal arguments and theories on potential damages. My firm

also consulted with a damages expert to assist in that analysis.

12. On November 16, 2021, the Parties conducted a full-day mediation before The Honorable Wayne R. Andersen (Ret.), formerly of the Northern District of Illinois and now with JAMS Chicago, an experienced and well-regarded class action mediator.

13. At the conclusion of the mediation, the Parties reached an agreement on all material terms of a class action settlement and executed a term sheet.

14. On November 16, 2021, Plaintiff Libman and Hercules stipulated to voluntarily dismiss the federal action without prejudice, and on November 23, 2021, Plaintiff Libman re-filed his case in the Supreme Court of the State of New York, County of Westchester, adding Richard McCall as a Plaintiff.

15. Thereafter, Defendant produced and my firm reviewed confirmatory discovery regarding the size and scope of the putative class, which confirmed Defendant's initial estimate that the Settlement Class included approximately 757,500 persons, of which approximately 7,500 are Group A Class Members, and 750,000 are Group B Class Members.

16. My firm then worked extensively with defense counsel to finalize and memorialize the agreement into a formal Class Action Settlement Agreement, including proposed class notice documents. That process included multiple rounds of redlines and phone calls to discuss proposed edits.

17. After finalizing and executing the Class Action Settlement Agreement, my firm prepared Plaintiff's Motion For Preliminary Approval, which was filed on January 5, 2022.

18. The Court preliminarily approved the Settlement on March 9, 2022. A true and correct copy of the Court's March 9, 2022, Preliminary Approval Order is attached hereto as **Exhibit B**.

19. Under the Settlement, Defendant has agreed to make up to \$2,362,500 available to pay approved class member claims, and to separately pay notice and administration costs, enhancement awards of the Plaintiffs, and attorneys' fees, costs, and expenses to Class Counsel.

20. The Settlement also provides meaningful prospective relief as, on July 13, 2021, Defendant eliminated the \$5 processing and handling fee to collect unused Laundry Card balances, and, as part of the Settlement, has agreed not to reinstate any fee for the recovery of unused funds on a Laundry Card. This relief is meaningful. As aforementioned, there are approximately 757,500 Class Members. The prospective relief results in each of those Class Members avoiding a \$5 processing and handling fee on every card that a customer wished to obtain a balance from. Thus, the prospective relief is worth up to \$3,787,500, and counting each time a new Laundry Card is purchased.

21. Pursuant to the Settlement, each Settlement Class Member will be entitled to submit a claim that will, if valid, entitle him or her to a cash payment. Group A Settlement Class Members, which consists of all class members who (i) were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card; or (ii) sent in their Hercules Laundry Card for a recovery of unused funds, but had those cards returned by Hercules because the cards had less than a \$5 balance, may submit a claim for \$15. Group B Settlement Class Members, which consists of all other persons who possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using their Hercules Laundry Card prior to July 13, 2021 and no longer possess their Hercules Laundry Card, may submit a claim for \$3.

22. 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.

23. Plaintiffs and Class Counsel recognize that despite our belief in the strength of Plaintiffs' claims, and Plaintiffs' and the Class' ability to secure an award of damages under GBL § 349(h), 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.

24. 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. Defendant is represented by highly experienced attorneys who have made clear that absent a settlement, they are prepared to continue their vigorous defense of this case, including by opposing the class certification and moving for summary judgment. Indeed, because Defendant stopped charging the processing and handling fee on July 13, 2021, it could have argued that all Group B class members suffered no injury at all, thereby essentially gutting the majority of the case and depriving those class members of any recovery whatsoever. Moreover, any allegation that Defendant engaged in deceptive conduct is vigorously disputed. Looking beyond trial, Plaintiffs and Class Counsel are also keenly aware that Defendant could appeal the merits of any adverse decision.

25. Plaintiff and Class Counsel believe that the monetary and prospective relief provided by the Settlement weighs heavily in favor of a finding that the Settlement is fair, reasonable, and adequate, and well within the range of approval.

26. Since the Court granted preliminary approval, my firm has worked with the Settlement Administrator, JND Legal Administration ("JND"), to carry out the Court-ordered notice plan. Specifically, my firm reviewed the final claim and notice forms, reviewed and

approved the proposed digital media plan, and reviewed and tested the settlement website before it launched live.

27. Since class notice has been disseminated, my firm has worked with JND 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 and, where applicable, assisted them with filing claims.

28. Attached hereto as **Exhibit C** are my firm's detailed billing diaries for this matter, as well as a summary of the same. I have personally reviewed all of my firm's time entries associated with this case and have used billing judgment to ensure that duplicative and unnecessary time has been excluded and that only time reasonably devoted to the litigation has been included. My firm's time entries were regularly and contemporaneously recorded by me and the other timekeepers pursuant to firm policy and have been maintained in the computerized records of my firm.

29. My firm undertook this matter on a contingency basis. Through May 11, 2022, my firm expended 343.4 hours in this case. My firm's lodestar in this case, based on current billing rates, is \$170,190.00.

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

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

32. To date, my firm has also expended \$10,646.28 in out-of-pocket costs and

expenses in connection with the prosecution of this case. Attached as **Exhibit D** 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.

33. Included within **Exhibit C** is a chart setting forth the hourly rates charged for lawyers and staff at my firm at the time the work was completed. Based on my knowledge and experience, the hourly rates charged by my firm are within the range of market rates charged by attorneys of equivalent experience, skill, and expertise. I have personal knowledge of the range of hourly rates typically charged by counsel in our field in New York, California, Florida, and elsewhere, both on a current basis and in the past. In determining my firm's hourly rates from year to year, my partners and I have consciously taken market rates into account and have aligned our rates with the market.

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

- i. *East Ramapo Cent. Sch. Dist. v. New York Schs. Ins. Reciprocal*, 199 A.D.3d 881 (2d Dep't 2021), reversing trial court reduction of hourly rates and noting that partner rates above \$700 were reasonable.
- ii. *Bell v. Gateway Energy Services Corporation*, 2021 WL 5566133 (Sup. Ct. Rockland Cnty. Oct. 20, 2021), approving partner rates up to \$750 per hour and associate rates up to \$550 per hour.
- iii. *Saunders v. Foschi*, 2021 WL 2336758 (Sup. Ct. N.Y. Cnty. June 7, 2021), approving partner rates up to \$840 per hour and associate rates up to \$575 per hour.
- iv. *Hastings v. Regeis Care Center, LLC*, 2018 WL 6488279 (Sup. Ct. Bronx Cnty. Oct. 24, 2018), approving partner rates up to \$750 per hour and associate rates up to \$450 per hour.
- v. *Dover v. British Airways, PLC*, No. 12-cv-05567-RJD-CLP, ECF No. 321 (E.D.N.Y. Oct. 9, 2018), approving partner rates up to \$875.
- vi. *Pearlman v. Cablevision Systems Corp.*, 2019 WL 3974358 (E.D.N.Y. Aug. 20, 2019), approving partner rates up to \$875.
- vii. *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.
- viii. *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.
- ix. *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.
- x. *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.
- xi. *In re TFT-LCD (Flat Panel) Antitrust Litigation*, No. M 07 1827 SI, MDL, No. 1827 (N.D.Cal. 2013), an antitrust class action, in which the court found blended rates of \$1000, \$950, \$861, \$825, \$820, and \$750 per hour reasonable for the lead class counsel.
- xii. *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.

- xiii. *Luquetta v. The Regents of the Univ. of California*, San Francisco Superior Ct. No. CGC-05-443007, Order Granting Plaintiffs' 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.
- xiv. *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.
- xv. *Holloway et. al. v. Best Buy Co., Inc.*, No. 05-5056 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.
- xvi. *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.
- xvii. *Credit/Debit Card Tying Cases*, San Francisco County Superior Court, JCCP No. 4335, Order Granting Plaintiffs' Motion for Attorneys' Fees, Expenses, and Incentive Awards, filed August 23, 2010, an antitrust class action, in which the court, before applying a 2.0 lodestar multiplier, found reasonable 2010 hourly rates of \$975 for a 43-year attorney, \$950 for a 46-year attorney, \$850 for 32 and 38 year attorneys, \$825 for a 35-year attorney, \$740 for a 26-year attorney, \$610 for a 13-year attorney, and \$600 for a 9-year attorney, and \$485 for a 5-year attorney.
- xviii. *Savaglio, et al. v. WalMart*, Alameda County Superior Court No. C-835687-7, Order Granting Class Counsel's Motion for Attorneys' Fees, filed September 10, 2010, a wage and hour class action, in which the court found reasonable, before applying a 2.36 multiplier, rates of up to \$875 per hour for a 51-year attorney, \$750 for a 39-year attorney, and \$775 for a 33-year attorney.
- xix. *Qualcomm, Inc. v. Broadcom, Inc.*, Case No. 05-CV-1958-B, 2008 WL 2705161 (S.D. Cal. 2008), in which the court found the 2007 hourly rates requested by Wilmer Cutler, Pickering, Hale & Dorr LLP reasonable; those rates ranged from \$45 to \$300 for staff and paralegals, from \$275 to \$505 for associates and counsel, and from \$435 to \$850 for partners.

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

- i. In an article entitled "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 E**.
- ii. 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 F**. 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."
- iii. 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 G**. 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.
- iv. 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 H**. Even though rates have increased significantly since that time, my firm's rates are well within the range of rates shown in this survey.
- v. The Westlaw CourtExpress Legal Billing Reports for May, August, and December 2009 (attached hereto as **Exhibit I**) 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.
- vi. The National Law Journal's December 2010, nationwide sampling of law firm billing rates (attached hereto as **Exhibit J**) 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.

- vii. 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 K**. 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.
- viii. 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 L**.

36. My firm’s rates are set taking into account our unique experience and track record of success winning 6 of 6 class action trials. We charge these same rates to clients who retain us on an hourly basis, and we do not discount them. 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).

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

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

39. As aforementioned, my firm, Bursor & Fisher, P.A., has significant experience in litigating class actions of similar size, scope, and complexity to the instant action. (*See Ex. M; Firm Resume of Bursor & Fisher, P.A.*).

40. In addition, my firm has also been recognized by courts across the country for its expertise. (*See Ex. M*); *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.")<sup>1</sup>; *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

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<sup>1</sup> 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.

nationwide class of all persons who installed Facebook Messenger applications and granted Facebook permission to access their contact list).

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

42. I am of the opinion that Mr. McCall's and Mr. Libman's active involvement in this case was critical to its ultimate resolution. They took their role as class representatives seriously, devoting 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.

43. Mr. McCall and Mr. Libman equipped my firm with critical details regarding their experiences with Defendant. They assisted my firm in investigating their claims, detailing their transaction histories, supplying supporting documentation, aiding in drafting the Complaint, and with respect to Mr. Libman, responding to written interrogatories, and producing documents in formal discovery. Mr. McCall and Mr. Libman were prepared to testify at deposition and trial, if necessary. And they were actively consulted during the settlement process.

44. In short, Mr. McCall and Mr. Libman assisted my firm in pursuing this action on behalf of the class, and their involvement in this case has been nothing short of essential.

I affirm under penalty of perjury that the above and foregoing is true and accurate.

Executed this 13th day of May 2022 at Yorktown Heights, New York.

/s Philip L. Fraietta  
Philip L. Fraietta

**PRINTING SPECIFICATION STATEMENT**

1. Pursuant to 22 N.Y.C.R.R. §202.8-b, the undersigned counsel certifies that the foregoing brief was prepared on a computer using Microsoft Word. A proportionally spaced typeface was used as follows:

Name of Typeface: Times New Roman  
Point Size: 12  
Line Spacing: Double

2. The total number of words in the brief, inclusive of point headings and footnotes and exclusive of the caption, table of contents, table of authorities, signature block, and this Certification, is 4,271 words. By operation of Microsoft Word's word count function, this number includes legal citations and certain forms of punctuation.

Dated: May 13, 2022

Respectfully submitted,

By: /s/ Philip L. Fraietta  
Philip L. Fraietta

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*Class Counsel*

**EXHIBIT A**

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER**

RICHARD MCCALL and ABRAHAM LIBMAN,  
individually and on behalf of all others similarly  
situated,

Index No. 66810/2021

Plaintiffs,

v.

HERCULES CORP.,

Defendant.

**CLASS ACTION SETTLEMENT AGREEMENT**

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs, Richard McCall and Abraham Libman (“Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, Hercules Corp. (“Defendant” or “Hercules”). The Settlement Class and Plaintiffs are collectively referred to as the “Plaintiffs” unless otherwise noted. The Plaintiffs and the Defendant are collectively referred to herein as the “Parties.” 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, and subject to the final approval of the Court.

**RECITALS**

A. On January 29, 2021, Plaintiff Libman filed a putative class action in the United States District Court for the Southern District of New York. The material allegations of the complaint were that Defendant allegedly misrepresented the value of its reloadable cash cards designed for use with laundry machines that are provided by and serviced by Defendant (“Laundry Cards”) by setting the reload amounts and laundry machine prices such that the Laundry Cards were guaranteed to have a remainder balance, and then charging consumers a \$5

processing and handling fee to collect the unused balance, without clearly and conspicuously disclosing that fee.

B. On April 13, 2021, after Plaintiff Libman amended his federal complaint twice, Defendant filed a letter seeking a pre-motion conference regarding its anticipated motion to dismiss.

C. On May 27, 2021, the federal court conducted a pre-motion conference.

D. On August 16, 2021, Defendant filed an Answer to the operative Second Amended Complaint in the federal court, wherein it asserted 12 affirmative defenses, including that Plaintiff Libman and the putative class lacked Article III standing.

E. During that time, the Parties also exchanged written and document discovery, including on issues such as the size and scope of the putative class, which allowed them to competently assess their relative negotiating positions. This information was sufficient to assess the strengths and weakness of the claims and defenses.

F. From the outset of the case, the Parties engaged in settlement discussions and, to that end, agreed to participate in a private mediation.

G. On November 16, 2021, the Parties conducted a full-day mediation before The Honorable Wayne R. Andersen (Ret.) of JAMS Chicago, an experienced class action mediator. At the conclusion of the mediation, the Parties reached an agreement on all material terms of a class action settlement and executed a term sheet.

H. On November 16, 2021, Plaintiff Libman and Hercules stipulated to voluntarily dismiss the federal action without prejudice, and on November 23, 2021, Plaintiff Libman re-

filed his case in the Supreme Court of the State of New York, County of Westchester, adding Richard McCall as a Plaintiff.<sup>1</sup>

I. 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. Defendant believes that the claims asserted in the Action do not have merit and that Defendant would have prevailed at summary judgment or trial. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, 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. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it will 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.

J. Plaintiffs believe that the claims asserted in the Action against Defendant have merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel 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. Plaintiffs and

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<sup>1</sup> The Parties concluded it was appropriate to proceed with their class action settlement in the Supreme Court of the State of New York, County of Westchester due to potential issues concerning the federal court's subject-matter jurisdiction over the Action. In particular, the federal court may have lacked Article III standing, particularly with respect to class members who did not pay the processing and handling fee. See *TransUnion LLC v. Ramirez*, 141 S. Ct. 2190 (2021). Moreover, this Action may be subject to the local controversy exception to the Class Action Fairness Act because more than two-thirds of all proposed plaintiff classes in the aggregate are likely citizens of New York, and Defendant is incorporated in New York and maintains its principal place of business in New York. See 28 U.S.C. § 1332(d)(4).

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. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on its 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.

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 a hearing or hearings 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 will be finally and fully compromised, settled, and released, and the Action will be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

### **AGREEMENT**

#### **1. DEFINITIONS.**

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

**1.1 “Action”** means *McCall, et al. v. Hercules Corp.*, Index No. 66810/2021, pending in the Supreme Court of the State of New York, County of Westchester.

**1.2 “Approved Claim”** means a Claim Form submitted by a Settlement Class Member 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.

**1.3 “Claim Form”** means the document to be submitted by Settlement Class Members seeking a cash payment pursuant to this Settlement Agreement. The Claim Form will be available online at the Settlement Website (defined at Paragraph 1.32 below) and the contents of the Claim Form will be substantially in the form attached hereto as Exhibit A, approved by the Court.

**1.4 “Claimant”** means a Settlement Class Member who submits a claim for cash payment as described in Paragraph 2 of this Settlement Agreement.

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

**1.6 “Class Counsel”** means the law firm of Bursor & Fisher, P.A.

**1.7 “Class Notice”** means the Court-approved “Notice of Class Action Settlement.”

**1.8 “Class Representatives”** mean the named Plaintiffs in this Action, Richard McCall and Abraham Libman.

**1.9 “Court”** means the Supreme Court of the State of New York, County of Westchester.

**1.10 “Defendant”** means Hercules Corp.

**1.11 “Defendant’s Counsel”** means the law firms of Perkins Coie LLP and Weinberg, Gross & Pergament LLP.

**1.12 “Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses and costs awarded by the Court to Class Counsel, which will be paid by Defendant pursuant to the terms set forth herein.

**1.13 “Final Approval Hearing”** means the hearing before the Court where the Parties will request the Settlement Approval Order and Final Judgment to be entered by the Court approving the Settlement Agreement and Plaintiffs will request the Court to approve the Fee Award and the Service Awards to the Class Representatives.

**1.14 “Final Settlement Approval Date”** 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 Settlement Approval Order and Final Judgment approving the Settlement Agreement, if no appeal has been filed; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, 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*.

**1.15 “Laundry Cards”** means reloadable cash cards designed for use with laundry machines that are provided by and serviced by Defendant.

**1.16 “Media Plan”** means the Settlement Administrator’s plan to disseminate Class Notice to Settlement Class Members. The Media Plan will include a postcard notice, a long form notice that will be available on the Settlement Website, and internet banner notice. *See also* Paragraph 4.

**1.17 “Notice and Other Administrative Costs”** means all costs and expenses actually incurred by the Settlement Administrator in the publication of Class Notice, establishment of the Settlement Website, the processing, handling, reviewing, and paying of claims made by Claimants, 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).

**1.18 “Notice Date”** means the date of publication of notice pursuant to Paragraph 4 of this Agreement.

**1.19 “Objection/Exclusion Deadline”** means the date to be set by the Court as the deadline for Settlement Class Members to submit objections and requests for exclusion.

**1.20 “Person”** will mean, 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, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

**1.21 “Preliminary Approval”** means the Court’s entry of an order preliminarily approving the terms and conditions of this Settlement Agreement, including the manner of providing, and content of, the notice to Settlement Class Members.

**1.22 “Preliminary Approval Date”** means the date on which the Court enters an order granting Preliminary Approval.

**1.23 “Preliminary Approval Order”** means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing

notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs' motion for preliminary approval of the Agreement.

**1.24 "Processing and Handling Fees"** means any fees levied in connection with recovering unused funds on a Laundry Card.

**1.25 "Released Claims"** means the claims released pursuant to Paragraph 6.1 of this Agreement.

**1.26 "Released Parties"** means Hercules Corp., as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, agents, consultants, independent contractors, insurers, and customers, including without limitation employees of the foregoing, 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, and corporations.

**1.27 "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, 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, and corporations.

**1.28 "Service Awards"** means any award approved by the Court that is payable to the Plaintiffs by the Defendant pursuant to the terms set forth herein.

**1.29 “Settlement Administrator”** means a reputable administration company that has been selected jointly by the Parties and approved by the Court to perform the duties set forth in this Agreement.

**1.30 “Settlement Approval Order and Final Judgment”** means an order and judgment issued and entered by the Court, approving the Settlement Agreement as binding upon the Parties and the Settlement Class Members, dismissing the Action with prejudice, and setting the amount for an award of attorneys’ fees, costs, and expenses to Class Counsel by the Court, and the amount of Service Awards to Plaintiffs by the Court. The Settlement Approval Order and Final Judgment will constitute a final judgment of dismissal of the Action with prejudice.

**1.31 “Settlement Class Members” or “Settlement Class”** means:

All persons who possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using their Hercules Laundry Card prior to July 13, 2021 and no longer possess their Hercules Laundry Card. The Settlement Class will be divided into two groups: (A) Group A, which consists of all class members who (i) were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card; or (ii) sent in their Hercules Laundry Card for a recovery of unused funds, but had those cards returned by Hercules because the cards had less than a \$5 balance; and (B) Group B, which consists of all other persons who possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using their Hercules Laundry Card prior to July 13, 2021 and no longer possess their Hercules Laundry Card. Excluded from the Settlement Class are (1) any Judge presiding over this Action and members of their families; (2) the Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors, or assigns of any such excluded persons.

**1.32 “Settlement Class Period”** means the period of time from January 1, 2017 to July 12, 2021.

**1.33 “Settlement Fund”** means the total cash commitment of Defendant for purposes of this settlement, as described in Paragraph 2 of this Settlement Agreement, which shall be the maximum amount of money that Defendant shall be obligated to pay for the benefit of the Settlement Class, inclusive of all Approved Claims, all Settlement Administration Costs, any Fee Award and Service Awards, and any other costs, expenses, and fees associated with the Settlement pursuant to the terms set forth in this Agreement. Any monies from the Settlement Fund not paid in Approved Claims, all Settlement Administration Costs, any Fee Award and Service Awards, and any other costs, expenses, and fees associated with the Settlement pursuant to the terms set forth in this Agreement shall be retained by Defendant.

**1.34 “Settlement Sum”** means the total cash commitment of Defendant for purposes of payments of Approved Claims to Settlement Class Members in accordance with Paragraph 2 of this Settlement Agreement. The Settlement Sum will be up to \$2,362,500 and does not include Settlement Administration Costs, any Fee Award and Service Awards, and any other costs, expenses, and fees associated with the Settlement pursuant to the terms set forth in this Agreement.

**1.35 “Settlement Website”** means a website to be established, operated, and maintained by the Settlement Administrator for purposes of providing notice and otherwise making available to the Settlement Class Members the documents, information, and online claims submission process referenced in Paragraph 4.2(d), below.

**1.36 “Short Form Notice”** means the Court-approved form of notice for publication to Settlement Class Members, pursuant to the Media Plan.

**1.37 “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 Final Settlement Approval Date, the Releasing Parties will be deemed to have, and will 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 Final Settlement Approval Date, the Releasing Parties also will be deemed to have, and will 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.

## **2. SETTLEMENT RELIEF.**

### **2.1 Settlement Fund**

(a) Defendant will pay the following: (i) Approved Claims for cash benefits submitted by Settlement Class Members pursuant to Paragraph 2.3 below; (ii) the Notice and Other Administrative Costs actually incurred by the Settlement Administrator as described in Paragraph 4.3 below; (iii) the Fee Award, as described in Paragraph 3.1 below; and (iv) any Service Award to the Plaintiffs, not to exceed \$5,000 each, as may be ordered by the Court and as described in Paragraph 3.3 below

**2.2 Schedule of Payments into Settlement Fund.** Defendant will make payments in accordance with the following schedule:

(a) *Notice and Other Administrative Costs.* Amounts for the Notice and Other Administrative Costs, to be paid within thirty (30) days of when such amounts are invoiced to Defendant and become due and owing.

(b) *Fee Award.* An amount equal to the Fee Award to be paid as described at Paragraph 3.1, below.

(c) *Service Awards.* An amount equal to Plaintiffs' Service Awards as ordered by the Court, to be paid as described at Paragraph 3.3, below.

(d) *Payment of Valid Cash Claims.* An amount up to \$2,362,500, in accordance with paragraph 2.6 below, exclusive of the sum of (i) the payments for Notice and Other Administrative Costs, (ii) the Fee Award paid by Defendant, and (iii) any Service Awards paid by Defendant, which amount is to be paid thirty (30) days after the Claims Deadline or the Final Settlement Approval Date, whichever is later.

**2.3 Claims Process.** Each Settlement Class Member will be entitled to submit a claim for cash payment, consistent with this Paragraph and as determined by the Court.

(a) *Cash Payment.* Each Settlement Class Member may file a claim that will, if valid, entitle him or her to a cash payment. Group A Settlement Class Members may submit a claim for \$15. Group B Settlement Class Members may submit a claim for \$3.

(b) *Method of Payment.* Each Settlement Class Member may choose to receive his or her cash payment via check, Venmo, or PayPal. Payment by check will be the default payment method in the event that a Settlement Class Members fails to indicate a preferred method of payment.

(c) *Cash Payment from Fund.* Cash Claims will be paid thirty (30) days after the Claims Deadline or the Final Settlement Approval Date, whichever is later, from the Settlement Fund.

(d) *Pro Rata Adjustment.* If the total value of all Approved Claims exceeds the funds available for distribution to Class Members, then the amounts of the cash payments will be reduced *pro rata* as necessary.

**2.4 Proof of Claim.** A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member. A Claimant must include information in the Claim Form – completed online or in hard copy mailed to the Settlement Administrator – confirming, under penalty of perjury, the building in which the Settlement Class Member resided during the Settlement Class Period and the time period during which the Settlement Class Member used their Hercules Laundry Card.

**2.5 Review of Claims.** The Settlement Administrator will be responsible for reviewing all claims to determine their validity. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 1.31, 2.3 and 2.4, above, or is submitted after the Claims Deadline.

**2.6 Ceiling of Claims.** Hercules will pay to the Settlement Administrator on account of Approved Claims and as a Settlement Sum an amount equal to the total of valid claims which are timely submitted, or the amount of \$2,362,500, whichever is less, which payment shall be made within twenty-one (21) business days after the Claims Deadline or the Final Settlement Approval Date, whichever is later.

**2.7 Cash Benefit – Uncleared Checks.** Those Settlement Class Members whose cash benefit checks are not cleared within one hundred eighty (180) days after issuance will be ineligible to receive a cash settlement benefit and Defendant will have no further obligation to

make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class Members. Unpaid funds from uncleared checks will in no event revert back to Defendant. Any unpaid funds remaining after administration of the Settlement Agreement will be paid as *cy pres* to the The Legal Aid Society, a non-sectarian, not-for-profit *pro bono* legal organization, or another non-sectarian, not-for-profit organization(s) recommended by the Parties and approved by the Court.

**2.8 Prospective Relief.** Defendant agrees not to reinstate any fee for the recovery of unused funds on a Laundry Card.

**3. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF COSTS AND EXPENSES; SERVICE AWARDS.**

**3.1** Class Counsel may receive, subject to Court approval, attorneys' fees, costs, and expenses not to exceed one-third of the Settlement Sum, *i.e.*, \$787,500. Class Counsel will petition the Court for an award of such attorneys' fees, costs, and expenses.

**3.2** The Fee Award will be payable by Defendant within ten (10) business days after entry of the Court's Settlement Approval Order and Final Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking") attached hereto as Exhibit D, and providing all payment routing information and tax I.D. numbers for Bursor & Fisher, P.A. Payment of the Fee Award will be made by wire transfer to Bursor & Fisher, P.A., for distribution to and among counsel for Plaintiffs and the Settlement Class, 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 Settlement Approval Order and Final Judgment is reversed or rendered void as a result of an appeal(s) then any Persons or firms who shall have received the funds shall be severally liable for payments made pursuant to this subparagraph, and shall return funds to the Defendant. Additionally, should any parties to the Undertaking dissolve, merge, declare

bankruptcy, become insolvent, or cease to exist prior to the final payment to Settlement Class Members, those parties shall execute a new undertaking guaranteeing repayment of funds within 14 days of such an occurrence.

**3.3** Subject to Court approval, the Plaintiffs may be paid Service Awards by the Defendant, 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 five thousand dollars (\$5,000.00) each. Such awards will be paid by Defendant (in the form of checks to the Class Representatives that are sent care of Class Counsel) within twenty-one (21) business days after the Final Settlement Approval Date.

**3.4** The Fee Award and the Service Awards shall be in addition to the other benefits provided to the Settlement Class under this Agreement and shall not derogate in any way from payments owed to Settlement Class Members.

#### **4. NOTICE TO THE CLASS AND ADMINISTRATION OF SETTLEMENT.**

**4.1 Class Notice.** The Class Notice will conform to all applicable requirements of the Civil Practice Law and Rules (“CPLR”), the United States and New York Constitutions (including the Due Process Clauses), and any other applicable law, and will otherwise be in the manner and form approved by the Court.

**4.2 Notice Terms.** The Class Notice shall consist of the following:

**(a) Settlement Class List.** No later than twenty-eight (28) days after the execution of this Agreement, Defendant shall produce an electronic list from its records that includes the names and last known U.S. Mail addresses of all Persons within the Settlement Class for whom Defendant has last known U.S. Mail addresses, specifically certain Persons within the Settlement Class to whom Defendant mailed refund checks. This electronic document

shall be called the “Class List,” and shall be provided to the Settlement Administrator with a copy to Class Counsel;

(b) *Direct Notice via U.S. Mail.* No later than twenty-eight (28) days from entry of the Preliminary Approval Order, the Settlement Administrator will send notice substantially in the form attached as Exhibit B to all Settlement Class Members on the Class List.

(c) *Settlement Website.* Within ten (10) days from entry of the Preliminary Approval Order, Notice will be provided on a website at an available settlement URL (such as, for example, [www.LaundryCardSettlement.com](http://www.LaundryCardSettlement.com)) which will be obtained, administered, and maintained by the Settlement Administrator and will include the ability to file Claim Forms online, provided that such Claim Forms, if signed electronically, will be binding for purposes of applicable law and contain a statement to that effect. The Notice provided on the Settlement Website will be substantially in the form of Exhibit C hereto.

(d) *Digital Publication Notice.* Within thirty-five (35) days from the entry of the Preliminary Approval Order, Notice will be provided by digital publication on social media, which will link to the Settlement Website. The final digital notice advertisements, and the overall digital publication notice program to be used, shall be subject to the final approval of Defendant, which approval shall not be unreasonably withheld.

**4.3 Responsibilities of Settlement Administrator.** The Parties will retain one or more Settlement Administrators (including subcontractors) to help implement the terms of the proposed Settlement Agreement. The Settlement Administrator(s) will be responsible for administrative tasks, including, without limitation, (a) arranging, as set forth in the Media Plan, for distribution of Class Notice (in the form approved by the Court) and Claim Forms (in a form approved by the Court) to Settlement Class Members, (b) answering inquiries from Settlement Class Members and/or forwarding such written inquiries to Class Counsel or their designee, (c)

receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion to the settlement, (d) establishing the Settlement Website that posts notices, Claim Forms, and other related documents by the Notice Date, (e) receiving and processing claims and distributing payments to Settlement Class Members, and (f) otherwise assisting with implementation and administration of the Settlement Agreement terms.

**4.6 Performance Standards of Settlement Administrator.** The contract with the Settlement Administrator will obligate the Settlement Administrator to abide by the following performance standards:

(a) The Settlement Administrator will accurately and neutrally describe, and will train and instruct its employees and agents to accurately and objectively describe, the provisions of this Agreement in communications with Settlement Class Members;

(b) The Settlement Administrator will provide prompt, accurate, and objective responses to inquiries from Class Counsel and Defendant's Counsel and will periodically report on claims, objectors, etc.

(c) The Settlement Administrator will seek clarification, instruction, or authorization for performance of its duties and expenditure or disposition of cash from Class Counsel and Defendant's Counsel.

## **5. CLASS SETTLEMENT PROCEDURES.**

**5.1 Exclusions and Objections.** The Class Notice will advise all Settlement Class Members of their rights to be excluded from the Settlement or to object to the Settlement.

(a) Any person who falls within the definition of the Settlement Class but wishes to be excluded from the Settlement may do so by timely mailing a valid opt-out notice, as described in the Class Notice. Any person who is excluded from the Settlement will not be bound by this Settlement Agreement, will not be eligible to make a claim for any benefit under

the terms of this Settlement Agreement, and will not be permitted to object to the Settlement or to intervene in the Action. At least seven (7) calendar days before the Final Approval Hearing, Class Counsel will prepare or cause the Settlement Administrator to prepare a list of the persons who have excluded themselves in a valid and timely manner from the Settlement Class (the “Opt-Outs”), and Class Counsel will file that list with the Court.

(b) Any person who is a Settlement Class Member and who wishes to object to the agreement must timely serve a written objection on Defense Counsel and Class Counsel by the date specified in the Notice. The objection must contain a caption or title that identifies it as “Objection to Class Settlement in *McCall v. Hercules Corp.*,” contact and address information for the objecting Settlement Class Member, documents sufficient to establish the person’s standing as a Settlement Class Member, including, but not limited to, a statement indicating the building in which the person resided and proof of residence in that building, the facts supporting the objection, the legal grounds on which the objection is based, including all citations to legal authority and evidence supporting the objection, and the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the “Objecting Attorneys”), and the objector’s signature. If an objecting person chooses to appear at the Final Approval Hearing, a notice of intention to appear must be filed with the Court no later than the Objection/Exclusion Deadline.

(c) 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.

**5.2 Stay of the Action.** The Parties will request that the Court, in connection with Preliminary Approval, issue an immediate stay of the Action.

**5.3 Effect If Settlement Not Approved.** This Settlement Agreement was entered into only for purposes of settlement, subject to and without waiver of the Parties' respective rights. If the Court fails to enter the order granting Preliminary Approval or fails to grant final approval, or if the Final Settlement Approval Date does not occur, Class Counsel and Defendant's Counsel will endeavor, consistent with the Settlement Agreement, to cure any defect identified by the Court; provided, however, that Defendant will not be obligated to accept such cure if it increases the cost or burden of the Settlement Agreement to Defendant or any of the other Released Parties. In the event that the Settlement Agreement is terminated for any reason, final approval does not occur for any reason, or the Final Settlement Approval Date does not occur, then no term or condition of the Settlement Agreement, or any draft thereof, or any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions will have any effect, nor will any such matter be admissible in evidence for any purpose in the Action, or in any other proceeding, and the Parties will be restored to their respective positions immediately preceding execution of this Settlement Agreement. If the Settlement Approval Order and Final 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, then within thirty (30) days, Class Counsel will return to Defendant all attorneys' fees, costs, and other payments received by Class Counsel under the Settlement Agreement, as set forth in Paragraph 3.2 above. The Parties agree that all drafts, discussions, negotiations, documentation, or other information prepared in relation to the Settlement Agreement and the Parties' settlement discussions will be treated as strictly confidential and may not be disclosed to any person other than the Parties' counsel, and only for

purposes of the Action. Defendant's rights and defenses with respect to class certification and Plaintiffs' claims expressly are reserved and preserved.

**5.4 Execution.** The Settlement Agreement will have no effect unless and until this Settlement Agreement is fully executed by all Parties.

## **6. RELEASES.**

**6.1 Release by Settlement Class Members.** Effective as of the Final Settlement Approval Date, each and all of the Settlement Class Members will release and forever discharge and will be forever barred from asserting, instituting, or maintaining against any or all of the Released Parties, any and all claims, demands, actions, causes of action, lawsuits, arbitrations, and claims for damages, costs, attorney fees or liabilities whether legal, equitable, or otherwise, relating in any way to the claims asserted or the factual allegations made in the complaint in this Action, including all claims that were brought or could have been brought in the Action.

**6.2 Effectuation of Settlement.** None of the above releases include releases of claims to enforce the terms of the Settlement Agreement or affect the rights granted by the Settlement Agreement.

**6.3 No Admission of Liability.** This Settlement Agreement reflects, among other things, the compromise and settlement of disputed claims among the Parties, and neither this Settlement Agreement nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out this Settlement Agreement, are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or the validity of any claim, defense, or of any point of fact or law on the part of any party. Defendant denies the material allegations of the complaint filed in this Action. Neither this Settlement Agreement, nor the fact of settlement, nor the settlement proceedings, nor the settlement negotiations, nor any related document, will be used as an admission of any fault or omission by any or all of the Released

Parties, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing or liability by any or all of the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate, interpret, or enforce this Settlement Agreement.

**7. PRELIMINARY APPROVAL ORDER AND SETTLEMENT APPROVAL ORDER AND FINAL JUDGMENT.**

**7.1** Promptly after the execution of this Settlement Agreement, Class Counsel will submit this Agreement together with its Exhibit(s) to the Court and will 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 will set a Final Approval Hearing date and approve the Media Plan. The Preliminary Approval Order will 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.

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

**7.3** After notice is given, and at or before the Final Approval Hearing, the Class Representatives will request and seek to obtain from the Court a Settlement Approval Order and Final Judgment, which will (among other things):

(a) 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; 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;

(b) find that the Media Plan implemented pursuant to the Agreement (1) constituted the best practicable notice under the circumstances; (2) constituted notice that was 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) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) met all applicable requirements of the CPLR, the Due Process Clauses of the United States and New York Constitutions, and the rules of the Court;

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

(d) 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;

(e) incorporate the Release set forth above, make the Release effective as of the Final Settlement Approval Date, and forever discharge the Released Parties as set forth herein;

(f) permanently bar and enjoin all Settlement Class Members 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;

(g) without affecting the finality of the Settlement Approval Order and 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 Settlement Approval Order and Final Judgment, and for any other necessary purpose; and

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

## **8. MISCELLANEOUS PROVISIONS.**

**8.1 Change of Time Periods.** The time periods and/or dates described in this Settlement Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Class Counsel and Defendant's Counsel, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Settlement Agreement.

**8.2 Time for Compliance.** If the date for performance of any act required by or under this Settlement Agreement falls on a Saturday, Sunday, or court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Settlement Agreement.

**8.3 Governing Law.** This Settlement Agreement will be governed by the laws of the State of New York.

**8.4 Entire Agreement.** The terms and conditions set forth in this Settlement Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Settlement Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Settlement Agreement constitutes the complete and exclusive statement of its terms as between the Parties, and that no extrinsic evidence whatsoever may be introduced in any agency or judicial proceeding, if any, involving this

Settlement Agreement. Any modification of the Settlement Agreement must be in writing signed by Class Counsel and Defendant's Counsel.

**8.5 Advice of Counsel.** The determination of the terms and the drafting of this Settlement Agreement have been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel.

**8.6 Binding Agreement.** This Settlement Agreement will be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the Parties, the Settlement Class Members and other Released Parties.

**8.7 No Waiver.** The waiver by any party of any provision or breach of this Settlement Agreement will not be deemed a waiver of any other provision or breach of this Settlement Agreement.

**8.8 Execution in Counterparts.** This Settlement Agreement will become effective upon its execution by all of the undersigned. The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts will have the same force and effect as if all parties had signed the same instrument. The parties further agree that signatures provided by portable document format (PDF) or other electronic transmission will have the same force and effect as original signatures.

**8.9 Enforcement of this Settlement Agreement.** The Court will retain jurisdiction, and will have exclusive jurisdiction, to enforce, interpret, and implement this Settlement Agreement and the terms of any order entered pursuant to this Settlement Agreement.

**8.10 Notices.** All notices to the Parties or counsel required by this Settlement Agreement will be made in writing and communicated by email and mail to the following addresses: Philip L. Fraietta, Bursor & Fisher, P.A., 888 Seventh Avenue, New York, NY 10019, pfraietta@bursor.com; Alan B. Howard, Perkins Coie LLP, 1155 Avenue of the

Americas, 22nd Floor, New York, NY 10036, AHoward@perkinscoie.com.

**IT IS SO AGREED TO BY THE PARTIES:**

Dated: 12/23, 2021

**RICHARD MCCALL**

By:   
Richard McCall (Dec 23, 2021 11:29 EST)  
Individually and as representative of the Class

Dated: \_\_\_\_\_, 2021

**ABRAHAM LIBMAN**

By: \_\_\_\_\_  
Individually and as representative of the Class

Dated: \_\_\_\_\_, 2021

**HERCULES CORP.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Americas, 22nd Floor, New York, NY 10036, AHoward@perkinscoie.com.

**IT IS SO AGREED TO BY THE PARTIES:**

Dated: \_\_\_\_\_, 2021

**RICHARD MCCALL**

By: \_\_\_\_\_  
Individually and as representative of the Class

Dated: 12/23 \_\_\_\_\_, 2021

**ABRAHAM LIBMAN**

By: *Abe Libman* \_\_\_\_\_  
Individually and as representative of the Class

Dated: \_\_\_\_\_, 2021

**HERCULES CORP.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Americas, 22nd Floor, New York, NY 10036, AHoward@perkinscoie.com.

**IT IS SO AGREED TO BY THE PARTIES:**

Dated: \_\_\_\_\_, 2021

**RICHARD MCCALL**

By: \_\_\_\_\_  
Individually and as representative of the Class

Dated: \_\_\_\_\_, 2021

**ABRAHAM LIBMAN**

By: \_\_\_\_\_  
Individually and as representative of the Class

Dated: December 27, 2021

**HERCULES CORP.**

By:  \_\_\_\_\_

Name: Craig A. Levine

Title: EVP, General Counsel & Secretary

**IT IS SO STIPULATED BY COUNSEL:**

Dated: December 23, 2021

**BURSOR & FISHER, PA**

By: 

Philip L. Fraietta  
pfraietta@bursor.com  
Julian C. Diamond  
jdiamond@bursor.com  
BURSOR & FISHER, PA  
888 Seventh Avenue  
New York, NY 10019  
Tel: (646) 837-7150

*Attorneys for Plaintiffs and the Settlement Class*

Dated: \_\_\_\_\_, 2021

**PERKINS COIE LLP**

By: \_\_\_\_\_

Alan B. Howard  
ahoward@perkinscoie.com  
Emily B. Cooper  
ecooper@perkinscoie.com  
PERKINS COIE LLP  
1155 Avenue of the Americas, 22nd Floor  
New York, NY 10036  
Tel: (212) 262-6900

**WEINBERG, GROSS & PERGAMENT LLP**

Marc J. Weingard  
mweingard@wgplaw.com  
WEINBERG, GROSS & PERGAMENT LLP  
400 Garden City Plaza, Suite 403  
Garden City, New York 11530  
Tel: (516) 877-2424

*Attorneys for Defendant Hercules Corp.*

**IT IS SO STIPULATED BY COUNSEL:**

Dated: \_\_\_\_\_, 2021

**BURSOR & FISHER, PA**

By: \_\_\_\_\_

Philip L. Fraietta  
pfraietta@bursor.com  
Julian C. Diamond  
jdiamond@bursor.com  
BURSOR & FISHER, PA  
888 Seventh Avenue  
New York, NY 10019  
Tel: (646) 837-7150

*Attorneys for Plaintiffs and the Settlement Class*

Dated: December 23, 2021

**PERKINS COIE LLP**

By:  \_\_\_\_\_

Alan B. Howard  
ahoward@perkinscoie.com  
Emily B. Cooper  
ecooper@perkinscoie.com  
PERKINS COIE LLP  
1155 Avenue of the Americas, 22nd Floor  
New York, NY 10036  
Tel: (212) 262-6900

**WEINBERG, GROSS & PERGAMENT LLP**

Marc J. Weingard  
mweingard@wgplaw.com  
WEINBERG, GROSS & PERGAMENT LLP  
400 Garden City Plaza, Suite 403  
Garden City, New York 11530  
Tel: (516) 877-2424

*Attorneys for Defendant Hercules Corp.*

**EXHIBIT A**

**McCall, et al. v. Hercules Corp.**

In the Supreme Court of the State of New York, Westchester County

Index No. 66810/2021

**Settlement Claim Form**

**If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before [\_\_\_\_], or submitted online at [website] on or before [\_\_\_\_].**

Please read the full notice of this settlement (available at [website]) carefully before filling out this Claim Form.

To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

**ONLINE:** Visit [website] and submit your claim online.

**MAIL:** [ADDRESS]

**PART ONE: CLAIMANT INFORMATION**

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

**FIRST NAME**

**LAST NAME**

**CURRENT STREET ADDRESS**

**CURRENT CITY**

**CURRENT STATE**

**CURRENT ZIP CODE**

**EMAIL ADDRESS**

To qualify for a cash payment, you must have possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using the Hercules Laundry Card prior to July 13, 2021. You must also no longer possess the Hercules Laundry Card.

Please provide the address at which you possessed and used a Hercules Laundry Card.

**STREET ADDRESS AT WHICH YOU POSSESSED AND USED A HERCULES LAUNDRY CARD**

**CITY**

**STATE**

**ZIP CODE**

**APPROXIMATE TIME FRAME DURING WHICH YOU POSSESSED AND USED A HERCULES LAUNDRY CARD**

QUESTIONS? VISIT [website] OR CALL [NUMBER] TOLL-FREE

**OTHER INFORMATION**

Check here if you were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card:

Check here if you sent in your Hercules Laundry Card for a recovery of unused funds, but had your card returned because it had less than a \$5 balance:

Check here if you were not charged a processing and handling fee in connection with recovering unused funds on a Hercules Laundry Card and if you did not send in your Hercules Laundry Card for a recovery of unused funds:

**POTENTIAL CASH PAYMENT\***: You may be entitled to receive a **\$3.00** cash payment if you possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using the Hercules Laundry Card prior to July 13, 2021. You may receive a cash award of **\$15.00** if you: (i) were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card; or (ii) sent in your Hercules Laundry Card for a recovery of unused funds, but had your card returned because it had less than a \$5 balance.

The cash will be sent in the form of a check, unless otherwise indicated. If you would like payment in a different form, please select from the options below:

Check

Venmo  Venmo Username: \_\_\_\_\_

PayPal  PayPal Email: \_\_\_\_\_

**\* The cash payments set out herein represent the maximum that you can receive under the settlement. The actual cash paid may be reduced depending on the aggregate total of claims submitted by all class members.**

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**PART THREE: ATTESTATION UNDER PENALTY OF PERJURY**

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I declare under penalty of perjury under the laws of the United States of America that: (i) I possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using the Hercules Laundry Card prior to July 13, 2021; (ii) I no longer possess the Hercules Laundry Card; and (iii) all of the information on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review.

**SIGNATURE**

**DATE**

**Please keep a copy of your Claim Form for your records.**

QUESTIONS? VISIT [\[website\]](#) OR CALL [\[NUMBER\]](#) TOLL-FREE

**EXHIBIT B**

NYSCEF DOC. NO. 14 COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

Hercules Laundry Card Settlement  
Settlement Administrator  
P.O. Box 0000  
City, ST 00000-0000

RECEIVED NYSCEF: 05/13/2022

OUR RECORDS  
INDICATE YOU  
POSSESSED AND USED  
A HERCULES  
LAUNDRY CARD AND  
MAY BE ENTITLED TO  
A PAYMENT FROM A  
CLASS ACTION  
SETTLEMENT.



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»

«C/O»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

### HERCULES LAUNDRY CARD SETTLEMENT

This notice is to inform you of the settlement of a class action lawsuit with Hercules Corp. ("Hercules"), the Defendant in this case. Plaintiffs Richard McCall and Abraham Libman allege that Defendant misrepresented the value of its reloadable cash cards designed for use with laundry machines that are provided by and serviced by Defendant ("Laundry Cards") by setting the reload amounts and laundry machine prices such that the Laundry Cards were guaranteed to have a remainder balance, and then charging consumers a \$5 processing and handling fee to collect the unused balance, without clearly and conspicuously disclosing that fee. Hercules denies these allegations.

**Am I a Settlement Class Member?** Our records indicate you may be a Class Member. Class Members are persons who possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using their Hercules Laundry Card prior to July 13, 2021 and no longer possess their Hercules Laundry Card.

**What Can I Get?** You must submit a Claim Form (see instructions below) to receive a share of the Settlement Fund. You may be entitled to receive a \$3.00 cash payment if you possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using the Hercules Laundry Card prior to July 13, 2021. Alternatively, you may receive a cash award of \$15.00 if you: (i) were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card; or (ii) sent in your Hercules Laundry Card to Hercules for a recovery of unused funds, but had your card returned to you because it had less than a \$5 balance. These cash payments may be subject to *pro rata* adjustment depending on the number of valid claims that are filed. A Settlement Sum of up to \$2,362,500.00 will be established to pay all valid claims submitted by the Settlement Class. Notice and administration expenses, approved attorneys' fees and costs to Class Counsel, and Service Awards to the Class Representatives will be paid by Defendant separately from the Settlement Sum and will not derogate from the Settlement Sum.

**How Do I Get a Payment?** You must complete and submit a Claim Form to receive a payment from the Settlement Sum. You may submit a Claim Form either electronically on the Settlement Website by visiting [\[insert hyperlink\]](#), or by printing and mailing in a paper Claim Form, copies of which are available for download at [\[insert hyperlink\]](#). Claim Forms must be submitted online by 11:59 p.m. EST on [\[date\]](#) or postmarked and mailed by [\[date\]](#).

**What are My Other Options?** You may exclude yourself from the Class by sending a letter to the settlement administrator no later than [\[objection/exclusion deadline\]](#). If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or to object to the proposed settlement. Your written objection must be filed no later than [\[objection/exclusion deadline\]](#). Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [\[www.LaundryCardSettlement.com\]](#). If you file a claim or 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 conduct in this case against the Defendant will be released.

**Who Represents Me?** The Court has appointed Bursor & Fisher, P.A. 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 [\[time\]](#) .m. on [\[date\]](#) at the Supreme Court of the State of New York, County of Westchester, Courtroom [\[X\]](#), 111 Dr. Martin Luther King Jr. Blvd., White Plains, NY 10601. 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 and costs; and decide whether to award the Class Representatives \$5,000 each for their services in helping to bring and settle this case. Defendant has agreed that Class Counsel may be paid reasonable attorneys' fees, costs, and expenses in an amount to be determined by the Court. Class Counsel is entitled to seek no more than one-third of the Settlement Sum, but the Court may award less than this amount.

**How Do I Get More Information?** For more information, including a more detailed Notice, Claim Form, a copy of the Settlement Agreement and other documents, go to [\[www.LaundryCardSettlement.com\]](#), contact the settlement administrator at 1- - - or Hercules Settlement Administrator, [\[address\]](#), or call Class Counsel at 646-837-7150.

\_\_\_\_\_

Hercules Laundry Card Settlement Administrator  
c/o [Settlement Administrator]  
PO Box 0000  
City, ST 00000-0000

**XXX**

**EXHIBIT C**

**SUPREME COURT OF THE STATE OF NEW YORK, COUNTY OF WESTCHESTER***McCall, et al v. Hercules Corp.*, Index No. 66810/2021

IF YOU POSSESSED AND USED A HERCULES LAUNDRY CARD AFTER JANUARY 1, 2017 AND STOPPED USING YOUR HERCULES LAUNDRY CARD PRIOR TO JULY 13, 2021, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit with Hercules Corp. (“Hercules”), the Defendant in this case. Plaintiffs Richard McCall and Abraham Libman allege that Defendant misrepresented the value of its reloadable cash cards designed for use with laundry machines that are provided by and serviced by Defendant (“Laundry Cards”) by setting the reload amounts and laundry machine prices such that the Laundry Cards were guaranteed to have a remainder balance, and then charging consumers a \$5 processing and handling fee to collect the unused balance, without clearly and conspicuously disclosing that fee. Hercules denies these allegations.
- You are included if you possessed and used a Hercules Laundry Card after January 1, 2017, and stopped using your Hercules Laundry Card prior to July 13, 2021, and no longer possess your Hercules Laundry Card.
- Those included in the settlement will be eligible to receive a **\$3.00** cash payment if you possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using the Hercules Laundry Card prior to July 13, 2021. Alternatively, you may receive a cash award of **\$15.00** if you: (i) were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card; or (ii) sent in your Hercules Laundry Card to Hercules for a recovery of unused funds, but had your card returned to you because it had less than a \$5 balance.
- Read this notice carefully. Your legal rights are affected whether you act, or don’t act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>FILE A CLAIM BY [CLAIMS DEADLINE]</b>	The <b>only</b> way to receive a cash payment. By participating in the settlement, you will be bound by the terms of the Settlement Agreement and will give up certain rights.
<b>EXCLUDE YOURSELF BY [EXCLUSION DEADLINE]</b>	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
<b>OBJECT BY [OBJECTION DEADLINE]</b>	Write to the Court explaining why you don’t like the settlement.
<b>GO TO THE FINAL APPROVAL HEARING ON [DATE]</b>	Ask to speak in Court about your opinion of the settlement.

QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [URL]

**DO NOTHING**

You **will not** get a share of the settlement benefits and will give up your rights to sue Defendant about the issues in this case.

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

**BASIC INFORMATION****1. Why was this Notice issued?**

A Court authorized this notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the settlement. This Notice explains the lawsuit, the settlement, and your legal rights.

The Honorable [NAME] of the Supreme Court of the State of New York, County of Westchester, is overseeing this case. The case is called *McCall, et al. v. Hercules Corp.*, Index No. 66810/2021. The people who sued are called the Plaintiffs. The Defendant is Hercules Corp.

**2. What is a class action?**

In a class action, one or more people called class representatives (in this case, Richard McCall and Abraham Libman) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Settlement Class.

**3. What is this lawsuit about?**

This lawsuit claims Plaintiffs Richard McCall and Abraham Libman (collectively, the “Class Representatives”) allege that Defendant allegedly misrepresented the value of its Laundry Cards by setting the reload amounts and laundry machine prices such that the Laundry Cards were guaranteed to have a remainder balance, and then charging consumers a \$5 processing and handling fee to collect the unused balance, without clearly and conspicuously disclosing that fee. Hercules denies all allegations of wrongdoing, and the Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

**4. Why is there a settlement?**

The Court has not decided whether the Plaintiffs or the Defendant should win this case. Instead, both sides agreed to a settlement. That way, they avoid the uncertainties and

QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [URL]

expenses associated with ongoing litigation, and Settlement Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits the following description is a member of the **Settlement Class**:

All persons who possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using their Hercules Laundry Card prior to July 13, 2021 and no longer possess their Hercules Laundry Card. The Settlement Class will be divided into two groups: (A) Group A, which consists of all class members who (i) were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card; or (ii) sent in their Hercules Laundry Card for a recovery of unused funds, but had those cards returned because they had less than a \$5 balance; and (B) Group B, which consists of all other persons who possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using their Hercules Laundry Card prior to July 13, 2021 and no longer possess their Hercules Laundry Card.

## THE SETTLEMENT BENEFITS

### 6. What does the settlement provide?

**Monetary Relief:** If approved, a Settlement Sum will be created totaling up to \$2,362,500.00. Settlement Class Member cash payments will come out of this Sum (see Question 12). The cost to administer the settlement, the cost to inform people about the settlement, attorneys' fees (inclusive of litigation costs), and awards to the Class Representatives will be paid by Defendant separately from the Settlement Sum and will not derogate from the Settlement Sum (see Question 12).

A detailed description of the settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website by clicking [here](#). [insert hyperlink].

**Prospective Relief:** In addition to the monetary relief described above, Defendant has agreed not to reinstate any fee for the recovery of unused funds on a Laundry Card.

### 7. How much will my payment be?

You **must** submit a Claim Form (see instructions below) to receive a share of the Settlement Fund. You may be entitled to receive a **\$3.00** cash payment if you possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using the Hercules Laundry Card prior to July 13, 2021. Alternatively, you may receive a

QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [URL]

cash award of **\$15.00** if you: (i) were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card; or (ii) sent in your Hercules Laundry Card to Hercules for a recovery of unused funds, but had your card returned to you because it had less than a \$5 balance. These cash payments may be subject to *pro rata* adjustment depending on the number of valid claims that are filed.

#### 8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the settlement, eligible Class Members will receive their payment 30 days after the settlement has been finally approved and/or after any appeals process is complete. The payment will be made in the form of a check (unless Venmo or PayPal is selected), and all checks will expire and become void 180 days after they are issued.

### HOW TO GET BENEFITS

#### 9. How do I get a payment?

You **must** complete and submit a Claim Form to receive a payment from the Settlement Fund. You may submit a Claim Form either electronically on the Settlement Website by clicking [here](#) [insert hyperlink], or by printing and mailing in a paper Claim Form, copies of which are available for download [here](#) [insert hyperlink]. Claim Forms must be submitted online by 11:59 p.m. EST on [date] or postmarked and mailed by [date].

### REMAINING IN THE SETTLEMENT

#### 10. What am I giving up if I stay in the Class?

If the settlement becomes final, you will give up your right to sue the Defendant and other Released Parties for the claims being resolved by this settlement. The specific claims you are giving up against the Defendant are described in the Settlement Agreement. You will be “releasing” the Defendant and certain of its affiliates, employees and representatives as described in Section 1.24 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [URL]

## THE LAWYERS REPRESENTING YOU

### 11. Do I have a lawyer in the case?

The Court has appointed Bursor & Fisher, P.A. to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. 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.

### 12. How will the lawyers be paid?

The Defendant has agreed that Class Counsel may be paid reasonable attorneys’ fees, costs, and expenses in an amount to be determined by the Court. Class Counsel is entitled to seek no more than one-third of the Settlement Sum, but the Court may award less than this amount.

Subject to approval by the Court, Defendant has also agreed that the Class Representatives may be paid a Service Award of \$5,000 each from the Settlement Fund for their services in helping to bring and resolve this case.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 13. How do I get out of the settlement?

To exclude yourself from the settlement, you must submit a request for exclusion by 11:59 p.m. EST on [objection/exclusion deadline]. Requests for exclusion may be submitted either on the Settlement Website (via the online form accessible here [insert hyperlink]) or by mailing or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *McCall, et al. v. Hercules Corp.*, Index No. 66810/2021 settlement. Your letter or request for exclusion must also include your name, your address, a statement indicating the building in which the person resided and proof of residence in that building, your signature, the name and number of this case, and a statement that you wish to be excluded. If you choose to submit a request for exclusion by mail, you must mail or deliver your exclusion request, postmarked no later than [objection/exclusion deadline], to the following address:

Hercules Laundry Card Settlement  
0000 Street  
City, ST 00000

### 14. If I don’t exclude myself, can I sue the Defendant for the same thing later?

QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [URL]

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this settlement.

**15. If I exclude myself, can I get anything from this settlement?**

No. If you exclude yourself, you will not receive a payment from the Settlement.

**OBJECTING TO THE SETTLEMENT**

**16. How do I object to the settlement?**

If you are a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the settlement in *McCall, et al. v. Hercules Corp.*, Index No. 66810/2021 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your contact and address information, documents sufficient to establish your standing as a Settlement Class Member, including, but not limited to, a statement indicating the building in which you resided when using the Hercules Laundry Card and proof of residence in that building, the facts supporting your objection, the legal grounds on which your objection is based, including all citations to legal authority and evidence supporting your objection, and the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

Class Counsel will file with the Court and post on this website its request for attorneys' fees by [two weeks prior to objection deadline].

If you want to appear and speak at the Final Approval Hearing to object to the settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief. File the objection with the Court (or mail the objection to the Court) and mail a copy of the objection to Class Counsel and Defendant's Counsel, at the addresses below, postmarked no later than [objection deadline].

Court	Class Counsel	Defendant's Counsel
The Honorable [NAME]	Philip L. Fraietta	Alan B. Howard

QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [URL]

Supreme Court of the State of New York, County of Westchester 111 Dr. Martin Luther King Jr. Blvd., White Plains, NY 10601	Bursor & Fisher P.A. 888 Seventh Avenue New York, NY 10019	Perkins Coie LLP 1155 Avenue of the Americas, 22 <sup>nd</sup> Floor, New York, NY 10036
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**17. What's the difference between objecting and excluding myself from the settlement?**

Objecting simply means telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

### THE COURT'S FINAL APPROVAL HEARING

**18. When and where will the Court decide whether to approve the settlement?**

The Court will hold the Final Approval Hearing at [redacted] .m. on [date] at the Supreme Court of the State of New York, County of Westchester, Courtroom [X], 111 Dr. Martin Luther King Jr. Blvd., White Plains, NY 10601. 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 Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for Service 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 it is a good idea to check for updates by visiting the Settlement Website at [URL] or calling (800) 000-0000. If, however, you timely objected to the settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of the Final Approval Hearing.

**19. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

**20. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *McCall, et al. v. Hercules Corp.*, QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [URL]

Index No. 66810/2021.” It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **[objection deadline]**, and be sent to the addresses listed in Question 16.

## GETTING MORE INFORMATION

### 21. Where do I get more information?

This Notice summarizes the settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at **[URL]**. You may also write with questions to **Hercules Laundry Card Settlement, P.O. Box 0000, City, ST 00000**. You can call the Settlement Administrator at **(800) 000-0000** or Class Counsel at (646) 837-7150, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

**QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [URL]**

**EXHIBIT D**

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER**

<p>RICHARD MCCALL and ABRAHAM LIBMAN, individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>HERCULES CORP.,</p> <p style="text-align: center;">Defendant.</p>
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Index No. 66810/2021

**STIPULATION REGARDING UNDERTAKING RE: ATTORNEYS’ FEES, COSTS,  
AND EXPENSES**

Plaintiffs Richard McCall and Abraham Libman and Defendant Hercules Corp. (“Hercules”) (collectively, “the Parties”), by and through and including their undersigned counsel, stipulate and agree as follows:

WHEREAS, Bursor & Fisher P.A. (the “Firm”) desires to give an undertaking (the “Undertaking”) for repayment of its share of the award of attorneys’ fees, costs, and expenses approved by the Court, and

WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency.

NOW, THEREFORE, the undersigned counsel, on behalf of himself as individual and as agent for his law firm, hereby submits himself and his law firm to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement dated December 27, 2021, by and among (i) Plaintiffs, Richard McCall

and Abraham Libman (“Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, Hercules Corp. (“Defendant” or “Hercules”) (“Settlement Agreement”).

By receiving any payments pursuant to the Settlement Agreement, the Firm and its shareholders, members, and/or partners submit to the jurisdiction of the Supreme Court of the State of New York, County of Westchester for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement.

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, the Firm 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 the Firm from Defendant, including any accrued interest.

In the event the Final Settlement Order and Judgment are upheld, but the attorneys’ fees, costs, and expenses awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, the Firm shall within thirty (30) days repay to Defendant, the attorneys’ fees and costs paid to the Firm from Defendant in the amount vacated or modified, including any accrued interest.

This Undertaking and all obligations set forth herein shall expire upon finality of all direct appeals of the Final Settlement Order and Judgment.

In the event the Firm fails to repay to Defendant any of attorneys’ fees and costs that are owed to it pursuant to this Undertaking, the Court shall, upon application of Hercules, and notice

to the Firm, summarily issue orders, including but not limited to judgments and attachment orders against the Firm, and may make appropriate findings for sanctions for contempt of court.

The undersigned stipulate, warrant, and represent that he has both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of the Firm.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Signatures by facsimile shall be as effective as original signatures.

The undersigned declare under penalty of perjury under the laws of the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: Dec 27, 2021, 2021

BURSOR & FISHER, P.A.

  
Scott Bursor (Dec 27, 2021 09:55 MST)

By: Scott A. Bursor, on behalf of Bursor & Fisher, P.A.  
Attorneys for Plaintiffs Richard McCall and Abraham Libman and Class Counsel

DATED: \_\_\_\_\_, 2021

PERKINS COIE LLP

\_\_\_\_\_  
By: Alan B. Howard  
Attorneys for Hercules Corp.

to the Firm, summarily issue orders, including but not limited to judgments and attachment orders against the Firm, and may make appropriate findings for sanctions for contempt of court.

The undersigned stipulate, warrant, and represent that he has both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of the Firm.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Signatures by facsimile shall be as effective as original signatures.

The undersigned declare under penalty of perjury under the laws of the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: \_\_\_\_\_, 2021

BURSOR & FISHER, P.A.

\_\_\_\_\_  
By: Scott A. Bursor, on behalf of Bursor & Fisher, P.A.  
Attorneys for Plaintiffs Richard McCall and Abraham  
Libman and Class Counsel

DATED: December 23, 2021

PERKINS COIE LLP



\_\_\_\_\_  
By: Alan B. Howard  
Attorneys for Hercules Corp.

**EXHIBIT B**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

RICHARD MCCALL and ABRAHAM  
LIBMAN, individually and on behalf of all  
others similarly situated,

Index No. 66810/2021

Plaintiffs,

v.

HERCULES CORP.,

Defendant.

**~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT AGREEMENT, CERTIFYING  
SETTLEMENT CLASS, APPOINTING CLASS REPRESENTATIVES,  
APPOINTING CLASS COUNSEL, AND APPROVING NOTICE PLAN**

WHEREAS, a class action is pending before the Court entitled *McCall, et al. v. Hercules Corp.*, Index No. 66810/2021; and

WHEREAS, Plaintiffs Richard McCall and Abraham Libman (collectively “Plaintiffs”) and Defendant Hercules Corp. have entered into a Class Action Settlement Agreement, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to Defendant upon the terms and conditions set forth therein (the “Settlement Agreement”), and the Court having read and considered the Settlement Agreement and exhibits attached to;

This matter coming before the Court upon the agreement of the parties, good cause being shown, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Order shall have the same meaning as ascribed to them

in the Settlement Agreement.

2. The Parties have moved the Court for an order approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice, and the Court having read and considered the Settlement Agreement and having heard the parties <sup>via the written submissions</sup> ~~and being fully advised in the premises~~, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing referred to in paragraph 5 of this Order.

3. This Court finds that it has jurisdiction over the subject matter of this action and over all Parties to the Action.

4. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, and adequate, within the range of possible approval, and in the best interests of the Settlement Class set forth below. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action, and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to be disseminated to the Settlement Class; (c) meets all applicable requirements of law, including CPLR Article 9; and (d) is not a finding or admission of liability by the Defendant or any other person, nor a finding of the validity of any claims asserted in the Action or of any wrongdoing or any violation of law.

### Final Approval Hearing

5. The Final Approval Hearing shall be held before this Court on **IN PERSON - COURTROOM 103** July 12, 2022, at 11 a.m.~~[suggested date of 90 days after entry of this Order]~~ at the Supreme Court of the State of New York, County of Westchester, 111 Dr. Martin Luther King Jr. Blvd., White Plains, NY to determine (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorneys' fees, costs, and expenses to Class Counsel; and (d) whether to approve the payment of incentive awards to the Class Representatives. The Court may adjourn the Final Approval Hearing without further notice to members of the Settlement Class.

6. Class Counsel shall file papers in support of their Fee Award and Class Representatives' Incentive Awards (collectively, the "Fee Petition") with the Court on or before May 13, 2022 ~~[suggested date of 52 days after entry of this Order; (i.e., 14 days before the Objection/Exclusion Deadline);]~~ Defendant may, but is not required to, file a response to Class Counsel's Fee Petition with the Court on or before June 15, 2022 ~~[suggested date of 21 days before Final Approval hearing;]~~ Class Counsel may file a reply in support of their Fee Petition with the Court on or before June 24, 2022 ~~[suggested date of 14 days before Final Approval hearing;]~~

7. Papers in support of final approval of the Settlement Agreement and any supplementation to the Fee Petition shall be filed with the Court on or before June 24, 2022. ~~[suggested date of 14 days before Final Approval hearing;]~~

### Certification of the Settlement Class

8. For purposes of settlement only: (a) Bursor & Fisher, P.A. is appointed Class Counsel for the Settlement Class; and (b) Richard McCall and Abraham Libman are named Class Representatives. The Court finds that these attorneys are competent and capable of exercising the responsibilities of Class Counsel and that Plaintiffs will adequately protect the interests of the Settlement Class defined below.

9. For purposes of settlement only, the Court conditionally certifies the following Settlement Class as defined in the Settlement Agreement:

All persons who possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using their Hercules Laundry Card prior to July 13, 2021 and no longer possess their Hercules Laundry Card.

The Settlement Class will be divided into two groups: (A) Group A, which consists of all class members who (i) were charged processing and handling fees in connection with recovering unused funds on a Hercules Laundry Card; or (ii) sent in their Hercules Laundry Card for a recovery of unused funds, but had those cards returned by Hercules because the cards had less than a \$5 balance; and (B) Group B, which consists of all other persons who possessed and used a Hercules Laundry Card after January 1, 2017 and stopped using their Hercules Laundry Card prior to July 13, 2021 and no longer possess their Hercules Laundry Card.<sup>1</sup>

10. The Court finds, subject to the Final Approval Hearing referred to in Paragraph 5 above, that the Settlement Agreement is fundamentally fair, adequate, and reasonable, and, solely within the context of and for the purposes of settlement only, that the Settlement Class satisfies the requirements of CPLR 901, specifically, that: the Settlement Class is so numerous

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<sup>1</sup> Excluded from the Settlement Class are (1) any Judge presiding over this Action and members of their families; (2) the Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors, or assigns of any such excluded persons.

that joinder of all members is impracticable; there are questions of fact and law common to the Settlement Class (*e.g.*, whether Defendant misrepresented the value of its reloadable cash cards designed for use with laundry machines that are provided by and serviced by Defendant by setting the reload amounts and laundry machine prices such that the Laundry Cards were guaranteed to have a remainder balance; and whether Defendant failed to adequately disclose the processing and handling fee to collect the unused balance); the claims of the Class Representatives are typical of the claims of the members of the Settlement Class; the Class Representatives and Class Counsel will fairly and adequately protect the interests of the members of the Settlement Class; common questions of law or fact predominate over questions affecting individual members; and a class action is a superior method for fairly and efficiently adjudicating the Action.

11. If the Settlement Agreement does not receive the Court's final approval, or if final approval is reversed on appeal, or if the Settlement Agreement is terminated or otherwise fails to become effective, the Court's grant of class certification shall be vacated, and the Class Representatives and the Settlement Class will once again bear the burden of establishing the propriety of class certification. In such case, neither the certification of the Settlement Class for settlement purposes, nor any other act relating to the negotiation or execution of the Settlement Agreement shall be considered as a factor in connection with any class certification issue(s).

#### **Notice and Administration**

12. The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including the Notice Plan, Claim Form, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits A, B, and C, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the

Notice complies fully with the requirements of CPLR 904 and 908. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this Action. The Parties, by agreement, may revise the Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

13. The Court approves the request for the appointment of JND Legal Administration (“JND”) as Settlement Administrator of the Settlement Agreement.

14. Pursuant to paragraph 4.2 of the Settlement Agreement, the Settlement Administrator is directed to publish the Notice and Claim Form on the Settlement Website, to implement the digital publication notice, and to send direct notice via E-Mail in accordance with the Notice Plan called for by the Settlement Agreement. The Settlement Administrator shall also maintain the Settlement Website to provide full information about the Settlement and allow for the filing of claims online.

#### **Submission of Claims and Requests for Exclusion from Class**

15. Members of the Class who wish to receive benefits under the Settlement Agreement must complete and submit a timely and valid Claim Form(s) in accordance with the instructions contained therein. All Claim Forms must be postmarked or received by the Settlement Administrator within forty-five (45) days after the date of the entry of the Final Judgment.

16. Any person falling within the definition of the Settlement Class may, upon valid and timely request, exclude themselves or “opt out” from the Class. Any such person may do so if, on or before the Objection/Exclusion Deadline of May 31, 2022, ~~\_\_\_\_\_ [suggested date of 66 days after entry of this Order]~~ they comply with the exclusion procedures set forth in the Settlement Agreement and Notice. Any members of the Class so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

17. Any members of the Settlement Class who elect to exclude themselves or “opt out” of the Settlement Agreement must file a written request with the Settlement Administrator, received or postmarked no later than the Objection/Exclusion Deadline. The request for exclusion must comply with the exclusion procedures set forth in the Settlement Agreement and Notice and include the Settlement Class member’s name and address, a statement indicating the building in which the person resided and proof of residence in that building, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for the purposes of this Settlement. Each request for exclusion must be submitted individually. So called “mass” or “class” opt-outs shall not be allowed.

18. Individuals who opt out of the Class relinquish all rights to benefits under the Settlement Agreement and will not release their claims. However, members of the Settlement Class who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the Final Judgment, regardless of whether they have requested exclusion from the Settlement Agreement.

### **Appearances and Objections**

19. At least twenty-one (21) calendar days before the Settlement Hearing, any person who falls within the definition of the Settlement Class and who does not request exclusion from

the Class may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Settlement Class Member who does not enter an appearance will be represented by Class Counsel.

20. Any members of the Settlement Class who have not timely filed a request for exclusion may object to the fairness, reasonableness, or adequacy of the Settlement Agreement or to a Final Judgment being entered dismissing the Action with prejudice in accordance with the terms of the Settlement Agreement, or to the attorneys' fees and expense reimbursement sought by Class Counsel in the amounts specified in the Notice, or to the award to the Class Representatives as set forth in the Notice and Settlement Agreement. At least fourteen (14) days prior to the Objection/Exclusion Deadline, papers supporting the Fee Award shall be filed with the court and posted to the settlement website. Members of the Class may object on their own, or may do so through separate counsel at their own expense.

21. To object, members of the Class must sign and file a written objection no later than on or before the Objection/Exclusion Deadline of May 31, 2022 [*suggested date of 66 days after entry of this Order*]. To be valid, the objection must comply with the objection procedures set forth in the Settlement Agreement and Notice, and include his or her name and address; documents sufficient to establish the person's standing as a Settlement Class Member, including, but not limited to, a statement indicating the building in which the person resided and proof of residence in that building; a signature; all grounds for the objection, including all citations to legal authority and evidence supporting the objection; the name and contact information of any and all attorneys representing, advising, or in any way assisting him or her in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and a statement indicating whether he or

she intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Court Rules). 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.

22. Members of the Class who fail to file and serve timely written objections in compliance with the requirements of this paragraph and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement or to any of the subjects listed in paragraph 5, above, *i.e.* (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorneys' fees and expenses to Class Counsel; and (d) whether to approve the payment of service awards to the Class Representatives.

23. To be valid, objections must be filed with the Court and sent to the following: Class Counsel, Philip L. Fraietta of Bursor & Fisher, P.A., 888 Seventh Avenue, New York, NY 10019; and Defendant's Counsel, Alan B. Howard of Perkins Coie LLP, 1155 Avenue of the Americas, 22nd Floor, New York, NY 10036. In addition, any objections made by a Class member represented by counsel must be filed through the Court's electronic filing system.

#### **Further Matters**

24. All further proceedings in the Action are ordered stayed until Final Judgment or

termination of the Settlement Agreement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement Agreement.

25. Members of the Settlement Class shall be bound by all determinations and judgments in the Action concerning the Action and/or Settlement Agreement, whether favorable or unfavorable.

26. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

27. Any Settlement Class Member who does not timely and validly submit a claim: (a) shall be forever barred from participating in any distributions of the Settlement Fund; (b) shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders and judgments in the Action relating thereto, including, without limitation, the Judgment or Alternate Judgment, if applicable, and the Releases provided for therein, whether favorable or unfavorable to the Class; and (c) shall forever be barred and enjoined from directly or indirectly filing, commencing, instituting, prosecuting, maintaining, or intervening in any action, suit, cause of action, arbitration, claim, demand, or other proceeding in any jurisdiction, whether in Illinois or elsewhere, on their own behalf or in a representative capacity, that is based upon or arises out of any or all of the Released Claims against any of the Defendant and the other Released Parties, as more fully described in the Settlement Agreement.

28. If the Settlement Agreement is not approved by the Court in complete accordance with its terms, each party will have the option of having the Action revert to its status as if the Settlement Agreement had not been negotiated, made, or filed with the Court. In such event, the

parties will retain all rights as if the Settlement Agreement was never agreed upon.

29. In the event that the Settlement Agreement is terminated pursuant to the provisions of the Settlement Agreement or for any reason whatsoever the approval of it does not become Final then (i) the Settlement Agreement shall be null and void, including any provision related to the award of attorneys' fees, and shall have no further force and effect with respect to any party in this Action, and shall not be used in this Action or in any other proceeding for any purpose; (ii) all negotiations, proceedings, documents prepared, and statements made in connection therewith shall be without prejudice to any person or party hereto, shall not be deemed or construed to be an admission by any party of any act, matter, or proposition, and shall not be used in any manner or for any purpose in any subsequent proceeding in this Action or in any other action in any court or other proceeding, provided, however, that the termination of the Settlement Agreement shall not shield from subsequent discovery any factual information provided in connection with the negotiation of this Settlement Agreement that would ordinarily be discoverable but for the attempted settlement; (iii) other than as expressly preserved by the Settlement Agreement in the event of its termination, the Settlement Agreement shall have no further force and effect with respect to any party and shall not be used in the Action or any other proceeding for any purpose; and (iv) any party may elect to move the Court pursuant to the provisions of this paragraph, and none of the non-moving parties (or their counsel) shall oppose any such motion.

IT IS SO ORDERED, this 9th day of March, 2022.

  
\_\_\_\_\_

The Honorable Linda S. Jamieson, J.S.C.

**EXHIBIT C**

**Hercules Laundry Lodestar through 05/11/2022**

<b>ATTY</b>	<b>HOURS</b>	<b>RATE</b>	<b>TOTAL</b>
JIM	2.2	\$ 950.00	\$2,090.00
PLF	141.1	\$ 700.00	\$98,770.00
JCD	187.7	\$ 350.00	\$65,695.00
SLH	3.5	\$ 315.00	\$1,102.50
RSR	0.4	\$ 300.00	\$120.00
EMW	2.4	\$ 300.00	\$720.00
JGM	0.6	\$ 300.00	\$180.00
KCG	2.5	\$ 275.00	\$687.50
AJR	1.3	\$ 275.00	\$357.50
TEC	1.7	\$ 275.00	\$467.50
	<u>343.4</u>		<u>\$170,190.00</u>
		Expenses:	\$10,646.28
		<b>Total:</b>	<b>\$180,836.28</b>

**B&F HOURLY RATES**

(As of 3/10/2022)

**2022**

<b>Timekeeper (Class Year) (Title)</b>	<b>2022 Rate</b>
Scott A. Bursor (1997) (Partner)	\$1,000
L. Timothy Fisher (1997) (Partner)	\$1,000
Joseph I. Marchese (2002) (Partner)	\$950
Joel D. Smith (2006) (Partner)	\$900
Josh D. Arisohn (2007) (Partner)	\$875
Sarah N. Westcot (2009) (Partner)	\$825
Neal J. Deckant (2011) (Partner)	\$775
Yitz Z. Kopel (2012) (Partner)	\$750
Yeremey O. Krivoshey (2013) (Partner)	\$725
Frederick J. Klorczyk (2013) (Partner)	\$725
Philip L. Fraietta (2014) (Partner)	\$700
Alec M. Leslie (2016) (Partner)	\$650
Rachel L. Miller (2015) (Associate)	\$500
Andrew J. Obergfell (2016) (Associate)	\$475
Stephen A. Beck (2018) (Associate)	\$400
Brittany S. Scott (2019) (Associate)	\$375
Max S. Roberts (2019) (Associate)	\$375
Sean Litteral (2019) (Associate)	\$375
Matthew A. Girardi (2020) (Associate)	\$350
Julian C. Diamond (2020) (Associate)	\$350
Julia K. Venditti (2020) (Associate)	\$350
Christopher Reilly (2020) (Associate)	\$350
Debbie L. Schroeder (Senior Litigation Support Specialist)	\$300
Rebecca S. Richter (Senior Litigation Support Specialist)	\$300
Erin M. Wald (Senior Litigation Support Specialist)	\$300
J. Georgina McCulloch (Senior Litigation Support Specialist)	\$300
Molly C. Sasseen (Senior Litigation Support Specialist)	\$300
Steven E. Riley (Litigation Support Specialist)	\$275
Judy Fontanilla (Litigation Support Specialist)	\$275
Alex Riggsby (Litigation Support Specialist)	\$275
Teresa Clark (Litigation Support Specialist)	\$275
Kasey Gibbons (Litigation Support Specialist)	\$275
Fahima Ahmed (Litigation Support Specialist)	\$275

DATE	MATTER	ATTY	DESCRIPTION	TIME	RATE	AMOUNT
2021.01.19	Hercules Laundry	JCD	Research laundry card/gift card and application of legal principles to same	4.2	\$350.00	\$1,470.00
2021.01.19	Hercules Laundry	PLF	Confer with JCD re laundry card/gift card research findings	0.5	\$700.00	\$350.00
2021.01.22	Hercules Laundry	JCD	Research potential claims (2.0); Begin drafting complaint (2.2)	4.2	\$350.00	\$1,470.00
2021.01.25	Hercules Laundry	JCD	Finish Complaint first draft	4.4	\$350.00	\$1,540.00
2021.01.25	Hercules Laundry	PLF	Review and revise first draft complaint	2.3	\$700.00	\$1,610.00
2021.01.26	Hercules Laundry	JCD	Edit Complaint	2.4	\$350.00	\$840.00
2021.01.28	Hercules Laundry	JCD	Draft Demand Letter	0.5	\$350.00	\$175.00
2021.01.28	Hercules Laundry	PLF	Review and revise draft demand letter	0.2	\$700.00	\$140.00
2021.01.29	Hercules Laundry	JCD	Revise final complaint	2.4	\$350.00	\$840.00
2021.02.01	Hercules Laundry	JCD	Fix proposed summons error	0.6	\$350.00	\$210.00
2021.02.02	Hercules Laundry	EMW	Filed request issues of summons	0.5	\$300.00	\$150.00
2021.02.02	Hercules Laundry	JCD	Analyze Rule 16 conf order	0.4	\$350.00	\$140.00
2021.02.02	Hercules Laundry	PLF	Analyze Rule 16 conf order	0.4	\$700.00	\$280.00
2021.02.03	Hercules Laundry	EMW	Served complaint	0.1	\$300.00	\$30.00
2021.02.08	Hercules Laundry	JCD	Work with client to gather documents	1.2	\$350.00	\$420.00
2021.02.10	Hercules Laundry	EMW	Filed proof of service and calendared respose date	0.3	\$300.00	\$90.00
2021.02.24	Hercules Laundry	EMW	Work w. JCD re filing FAC	0.3	\$300.00	\$90.00
2021.02.24	Hercules Laundry	JCD	Draft amended complaint	2.2	\$350.00	\$770.00
2021.02.24	Hercules Laundry	PLF	Call with defense counsel re substitution of parties (0.2); Draft stip re same (0.4)	0.6	\$700.00	\$420.00
2021.03.11	Hercules Laundry	JCD	Confer with PLF re litigation strategy and next steps	1.2	\$350.00	\$420.00
2021.03.11	Hercules Laundry	PLF	Confer with JCD re litigation strategy and next steps	1.2	\$700.00	\$840.00
2021.03.15	Hercules Laundry	JCD	Confer with client re litigation dates	0.4	\$350.00	\$140.00
2021.03.19	Hercules Laundry	JCD	Draft Second Amended Complaint	2.4	\$350.00	\$840.00
2021.03.19	Hercules Laundry	PLF	Review and revise draft Second Amended Complaint	1.2	\$700.00	\$840.00
2021.03.23	Hercules Laundry	JCD	Finalize draft Second Amended Complaint	2.1	\$350.00	\$735.00
2021.03.23	Hercules Laundry	PLF	Analyze and revise draft Second Amended Complaint	1.5	\$700.00	\$1,050.00
2021.04.01	Hercules Laundry	JCD	Confer with defense counsel re extension of time to answer Second Amended Complaint	0.2	\$350.00	\$70.00
2021.04.14	Hercules Laundry	PLF	Research re opposition to Defendant's pre-motion letter re motion to dismiss	2.0	\$700.00	\$1,400.00
2021.04.15	Hercules Laundry	PLF	Draft opposition to pre-motion letter re motion to dismiss	4.5	\$700.00	\$3,150.00
2021.04.16	Hercules Laundry	JCD	Research re local controversy exception to CAFA and draft memo re same	5.2	\$350.00	\$1,820.00
2021.04.16	Hercules Laundry	PLF	Finalize pre-motion letter opposition	2.0	\$700.00	\$1,400.00
2021.04.29	Hercules Laundry	JCD	Draft case management documents	3.5	\$350.00	\$1,225.00
2021.04.29	Hercules Laundry	PLF	Work with JCD on drafting case management docs	1.5	\$700.00	\$1,050.00
2021.05.03	Hercules Laundry	PLF	Review and revise CMC materials per D's edits	0.5	\$700.00	\$350.00
2021.05.06	Hercules Laundry	PLF	Confer with defense counsel and finalize joint Rule 26(f) submissions	1.8	\$700.00	\$1,260.00
2021.05.25	Hercules Laundry	EMW	Initial pre-trial conf. prep	0.4	\$300.00	\$120.00
2021.05.26	Hercules Laundry	PLF	Prep for tomorrow's pre-motion conference	1.5	\$700.00	\$1,050.00
2021.05.27	Hercules Laundry	JCD	Attend PMC and Rule 16 conference (1.0), debrief with PLF (0.5), Begin drafting discovery requests (6.1)	7.6	\$350.00	\$2,660.00
2021.05.27	Hercules Laundry	JIM	Confer with P. Fraietta re pre-motion conference and settlement strategy	1.0	\$950.00	\$950.00
2021.05.27	Hercules Laundry	PLF	Conduct PMC and Rule 16 Conf (1.0); Confer with JCD re case strategy in light of same (0.5); Confer with JIM re next steps and settlement strategy (1.0)	2.5	\$700.00	\$1,750.00
2021.05.27	Hercules Laundry	RSR	Ordered transcript from pre-trial conf.	0.1	\$300.00	\$30.00
2021.05.28	Hercules Laundry	JCD	Continue drafting discovery requests (4.6); Discuss damages, class size, and ascertainability with PLF (1.0)	5.6	\$350.00	\$1,960.00
2021.05.28	Hercules Laundry	PLF	Discuss damages, class size, and ascertainability with JCD (1.0)	1.0	\$700.00	\$700.00

2021.06.01	Hercules Laundry	JCD	Debrief from call with damages expert (1.0); Research into unjust enrichment, breach of fiduciary duties, present value of future money (2.0), Begin next draft of discovery requests (0.6)	3.6	\$350.00	\$1,260.00
2021.06.01	Hercules Laundry	PLF	Confer with JCD re case strategy (1.0); Call with damages expert re retention of expert and discovery (1.0); Review and revise draft discovery requests (2.0)	4.0	\$700.00	\$2,800.00
2021.06.02	Hercules Laundry	JCD	Finalize draft of discovery requests (2.0), Research fiduciary duty of escrow accounts (1.6)	3.6	\$350.00	\$1,260.00
2021.06.02	Hercules Laundry	PLF	Call with damages expert re discovery requests (0.4); Finalize same (0.3)	0.7	\$700.00	\$490.00
2021.06.06	Hercules Laundry	JCD	Read prepaid card case dockets and analyze same	3.7	\$350.00	\$1,295.00
2021.06.10	Hercules Laundry	JCD	Analyze and prepare list of needs for mediation	4.9	\$350.00	\$1,715.00
2021.06.10	Hercules Laundry	PLF	Call with defense counsel re settlement prospects (0.3); Letter to defense counsel re settlement (1.5)	1.8	\$700.00	\$1,260.00
2021.06.15	Hercules Laundry	PLF	Draft initial disclosures	0.5	\$700.00	\$350.00
2021.06.25	Hercules Laundry	JCD	Confer with client re Defendant's discovery requests	1.5	\$350.00	\$525.00
2021.07.06	Hercules Laundry	JCD	Work on Disco Responses	1.5	\$350.00	\$525.00
2021.07.07	Hercules Laundry	JCD	Work on Disco Responses	1.2	\$350.00	\$420.00
2021.07.08	Hercules Laundry	JCD	Draft Protective Order	2.1	\$350.00	\$735.00
2021.07.12	Hercules Laundry	JCD	Talk to client about disco responses,	2.1	\$350.00	\$735.00
2021.07.12	Hercules Laundry	PLF	Call with defense counsel re discovery	0.4	\$700.00	\$280.00
2021.07.14	Hercules Laundry	JCD	Finish first draft disco responses	2.4	\$350.00	\$840.00
2021.07.14	Hercules Laundry	KGG	Proofread Discovery letters per JCD request	0.8	\$275.00	\$220.00
2021.07.14	Hercules Laundry	PLF	Analyze D's discovery responses (2.0); Confer with JCD re same (0.5)	2.5	\$700.00	\$1,750.00
2021.07.15	Hercules Laundry	JCD	Analyze defendant's discovery responses (2.0); Confer with PLF re same and next steps (0.5)	2.5	\$350.00	\$875.00
2021.07.15	Hercules Laundry	PLF	Review and revise draft P discovery responses (1.5)	1.5	\$700.00	\$1,050.00
2021.07.20	Hercules Laundry	JCD	Proof read draft disco responses	0.4	\$350.00	\$140.00
2021.07.20	Hercules Laundry	PLF	Analyze draft discovery responses	0.5	\$700.00	\$350.00
2021.07.21	Hercules Laundry	JCD	Revise draft discovery responses	1.1	\$350.00	\$385.00
2021.07.21	Hercules Laundry	KGG	Proofread draft discovery requests	0.5	\$275.00	\$137.50
2021.07.21	Hercules Laundry	PLF	Revise draft P's discovery responses	1.5	\$700.00	\$1,050.00
2021.07.22	Hercules Laundry	PLF	Revise draft ROG responses	1.4	\$700.00	\$980.00
2021.07.23	Hercules Laundry	JCD	Finish draft of rogs	1.2	\$350.00	\$420.00
2021.07.26	Hercules Laundry	JCD	Finalize discovery responses with client	2.1	\$350.00	\$735.00
2021.07.26	Hercules Laundry	PLF	Finalize discovery responses	1.0	\$700.00	\$700.00
2021.07.27	Hercules Laundry	JCD	Compare submitted PO to model PO	2.2	\$350.00	\$770.00
2021.08.16	Hercules Laundry	JCD	Analyze amended discovery responses (0.9); Confer with PLF re impact of voluntary refund on settlement posture (0.5)	1.4	\$350.00	\$490.00
2021.08.16	Hercules Laundry	PLF	Confer with JCD re amended interrogatories and impact of voluntary refund on settlement posture	0.5	\$700.00	\$350.00
2021.08.17	Hercules Laundry	JCD	Call with defense counsel re settlement prospects	0.5	\$350.00	\$175.00
2021.08.17	Hercules Laundry	PLF	Call with defense counsel re entering resolution talks	0.5	\$700.00	\$350.00
2021.08.18	Hercules Laundry	JCD	Review Defendant's document production	6.8	\$350.00	\$2,380.00
2021.08.18	Hercules Laundry	PLF	Prep for tomorrow's status conference	0.5	\$700.00	\$350.00
2021.08.19	Hercules Laundry	JCD	Pretrial conference (0.4); Continue review of Defendant's document production (6.1)	6.5	\$350.00	\$2,275.00
2021.08.19	Hercules Laundry	PLF	Telephonic status conference	0.4	\$700.00	\$280.00
2021.08.24	Hercules Laundry	PLF	Analyze Defendant's document production (2.0); Confer with defense counsel re scheduling mediation (0.3); Call with expert re document production and analyzing same (0.5)	2.8	\$700.00	\$1,960.00
2021.09.08	Hercules Laundry	PLF	Set up mediation	0.2	\$700.00	\$140.00

2021.09.12	Hercules Laundry	JCD	Look into letter client received	0.4	\$350.00	\$140.00
2021.09.13	Hercules Laundry	JCD	Draft joint motion updating court re mediation efforts	1.1	\$350.00	\$385.00
2021.09.17	Hercules Laundry	JCD	Review mediation initiation docs and operative dates	1.1	\$350.00	\$385.00
2021.09.20	Hercules Laundry	PLF	Execute mediation documents (0.3); Finalize joint letter re mediation (0.4)	0.7	\$700.00	\$490.00
2021.10.04	Hercules Laundry	JCD	Sign engagement agreement	0.3	\$350.00	\$105.00
2021.10.15	Hercules Laundry	PLF	Finalize joint letter to court	0.3	\$700.00	\$210.00
2021.10.18	Hercules Laundry	JCD	File joint letter updating court re settlement status	0.5	\$350.00	\$175.00
2021.11.04	Hercules Laundry	PLF	Confer with JCD re mediation prep (0.5); Call with defense counsel re upcoming mediation (0.5); Draft mediation statement (6.0)	7.0	\$700.00	\$4,900.00
2021.11.05	Hercules Laundry	JCD	Draft mediation statement and term sheet	1.9	\$350.00	\$665.00
2021.11.05	Hercules Laundry	PLF	Analyze Lonner settlement (1.4); Draft mediation statement (4.2)	5.6	\$700.00	\$3,920.00
2021.11.08	Hercules Laundry	JCD	Mediation prep	2.5	\$350.00	\$875.00
2021.11.08	Hercules Laundry	PLF	Continue drafting mediation statement and preparing for mediation	3.4	\$700.00	\$2,380.00
2021.11.09	Hercules Laundry	PLF	Finalize mediation statement	2.3	\$700.00	\$1,610.00
2021.11.10	Hercules Laundry	JCD	Review and analyze defendant's mediation statement (1.0), Research class certification in fraudulent omission cases (3.4)	4.4	\$350.00	\$1,540.00
2021.11.10	Hercules Laundry	PLF	Analyze defendant's mediation statement (1.0); Prep for next week's mediation (2.4)	3.4	\$700.00	\$2,380.00
2021.11.11	Hercules Laundry	JIM	Strategize re upcoming mediation with P. Fraietta	1.2	\$950.00	\$1,140.00
2021.11.11	Hercules Laundry	PLF	Continue prep for mediation (2.3); Strategize with JIM (1.2)	3.5	\$700.00	\$2,450.00
2021.11.12	Hercules Laundry	JCD	Research similar class cert orders	2.5	\$350.00	\$875.00
2021.11.12	Hercules Laundry	PLF	Review ressearch re class certification in inadequate disclosure/material omission cases and do further research on my own	1.5	\$700.00	\$1,050.00
2021.11.12	Hercules Laundry	SLH	Research re class cert cases	3.5	\$315.00	\$1,102.50
2021.11.16	Hercules Laundry	JCD	Confer with PLF re mediation and negotiation strategy	4.7	\$350.00	\$1,645.00
2021.11.16	Hercules Laundry	PLF	Mediation with Judge Andersen	8.5	\$700.00	\$5,950.00
2021.11.16	Hercules Laundry	RSR	Calculated case expenses	0.1	\$300.00	\$30.00
2021.11.17	Hercules Laundry	JCD	Finalize draft of state court complaint	2.1	\$350.00	\$735.00
2021.11.17	Hercules Laundry	PLF	Draft settlement agreement (6.0); Review state court complaint (0.5)	6.5	\$700.00	\$4,550.00
2021.11.17	Hercules Laundry	TEC	Proofread brief for JCD	0.4	\$275.00	\$110.00
2021.11.18	Hercules Laundry	PLF	Continue drafting settlement agreement	4.2	\$700.00	\$2,940.00
2021.12.02	Hercules Laundry	PLF	Complete draft settlement agreement	6.5	\$700.00	\$4,550.00
2021.12.07	Hercules Laundry	PLF	Follow up re class size affidavit	0.4	\$700.00	\$280.00
2021.12.14	Hercules Laundry	JCD	Preliminary Approval motion	5.0	\$350.00	\$1,750.00
2021.12.15	Hercules Laundry	JCD	Preliminary Approval motion	7.1	\$350.00	\$2,485.00
2021.12.16	Hercules Laundry	AJR	Proofread brief draft for JCD	1.3	\$275.00	\$357.50
2021.12.16	Hercules Laundry	JCD	Preliminary Approval motion	7.7	\$350.00	\$2,695.00
2021.12.16	Hercules Laundry	KGG	Proofread and cite check Preliminary Approval Brief	1.1	\$275.00	\$302.50
2021.12.16	Hercules Laundry	RSR	Formatted Prelim Approval brief	0.2	\$300.00	\$60.00
2021.12.17	Hercules Laundry	TEC	Proofread draft preliminary approval brief	1.0	\$275.00	\$275.00
2021.12.21	Hercules Laundry	PLF	Revise draft preliminary approval motion	6.0	\$700.00	\$4,200.00
2021.12.22	Hercules Laundry	PLF	Finalize settlement agreement for execution (0.5); Continue revising preliminary approval motion (0.5)	1.0	\$700.00	\$700.00
2021.12.27	Hercules Laundry	PLF	Revise preliminary approval motion	1.5	\$700.00	\$1,050.00
2022.01.05	Hercules Laundry	EMW	Put TOC and TOA on prelim approval brief	0.8	\$300.00	\$240.00
2022.01.05	Hercules Laundry	PLF	Finalize preliminary approval papers for filing	1.5	\$700.00	\$1,050.00
2022.03.14	Hercules Laundry	JCD	Figure out notice procedure	0.3	\$350.00	\$105.00
2022.03.14	Hercules Laundry	PLF	Analyze preliminary approval order	1.8	\$700.00	\$1,260.00
2022.03.18	Hercules Laundry	JCD	Review website and claim form	3.7	\$350.00	\$1,295.00
2022.03.22	Hercules Laundry	JCD	Review vendor notice plan	2.8	\$350.00	\$980.00



**EXHIBIT D**

<b>Bursor &amp; Fisher, P.A. - Hercules Laundry Expenses</b>			
		\$618.28	Filing Fees
		\$7,775.00	Mediation Expenses
		\$1,950.00	Expert Expenses
		\$132.00	Transcript Fees
		\$171.00	Service of Process Fees
		<b>\$10,646.28</b>	<b>Total Expenses</b>
<b>Filing Fees</b>			
DATE	MATTER	AMOUNT	DESCRIPTION
2021.01.29	Hercules Laundry	\$402.00	Courts USDC-NY-S
2021.11.23	Hercules Laundry	\$6.28	Westchester Supreme Court
2021.11.23	Hercules Laundry	\$210.00	Westchester Supreme Court
		<b>\$618.28</b>	<b>Total Filing Fee Reimbursement Expenses</b>
<b>Mediation Expenses</b>			
DATE	MATTER	AMOUNT	DESCRIPTION
2021.09.20	Hercules Laundry	\$275.00	JAMS, Inc.
2021.09.20	Hercules Laundry	\$7,500.00	JAMS, Inc.
		<b>\$7,775.00</b>	<b>Total Mediation Expenses</b>
<b>Expert Expenses</b>			
DATE	MATTER	AMOUNT	DESCRIPTION
2021.07.13	Hercules Laundry	\$1,137.50	Economics & Technology, Inc.
2021.08.06	Hercules Laundry	\$812.50	Economics & Technology, Inc.
		<b>\$1,950.00</b>	<b>Total Expert Expenses</b>
<b>Transcript Fees</b>			
DATE	MATTER	AMOUNT	DESCRIPTION
2021.06.07	Hercules Laundry	\$132.00	Southern District Reporters
		<b>\$132.00</b>	<b>Total Transcript Fees</b>
<b>Service of Process Fees</b>			
DATE	MATTER	AMOUNT	DESCRIPTION
2021.02.24	Hercules Laundry	\$171.00	First Legal - Complaint Service
		<b>\$171.00</b>	<b>Total Service of Process Fees</b>

**EXHIBIT E**

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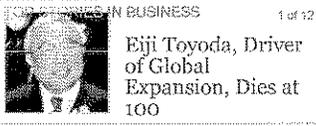
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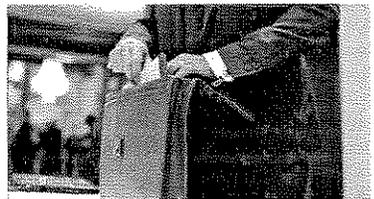
Lawyer Fees Keep Growing, But Don't Believe Them. Clients Are Demanding, and Getting, Discounts

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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.



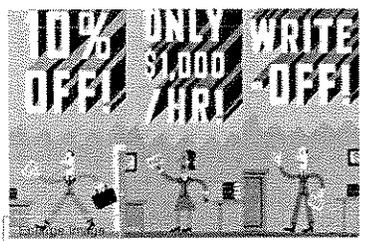
Top partners at leading U.S. law firms are charging more than ever — routinely \$1,150 or more an hour — but after discounts and write-offs the nosebleed rates aren't all they appear to be. Jennifer Smith reports. Photo: Getty Images.

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."



James Kaczean

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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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.

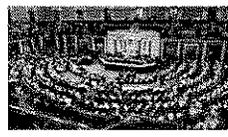
While some clients resisted using associate lawyers during the downturn, refusing to pay hundreds of dollars an hour for inexperienced first- or second-year attorneys, the largest U.S. law firms have managed to send the needle back up again. This year, for the first time, the average rate for associates 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](mailto:jennifer.smith@wsj.com)

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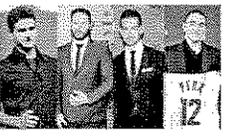
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**The Firms**

April 16, 2012 5:20 PM

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

Posted by Sara Randazzo

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

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

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

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

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

"What it's really showing is that there's an increased premium being paid for experience and expertise," says Julie Peck, vice president of strategy and market development at TyMetrix. "Some parts of the lawyer market are able to raise rates much more quickly, and are more impervious to economic forces 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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### 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 sprawling \$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 Global	Finance	Corporate	Mergers and Acquisition	\$1,165	Aeris International	2010
Gon, Michelle 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, Mitchel A.	Gibson Dunn	Litigation			\$1,075	Airbnb	2010
Brockway, David	Bingham McCutchen	Corporate			\$1,065	Lehman Brothers Holding Inc	2010
Magee, John B.	Bingham McCutchen	Tax			\$1,065	Lehman Brothers Holding Inc	2010
Nelson, William F.	Bingham McCutchen	Tax			\$1,065	Lehman Brothers Holding Inc	2010
Plislik, 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	Mitbank 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
Rosenberg, Peter	Paul Weiss	Corporate	Tax		\$1,050	SP Wind Down Inc	2010
Baronsky, Kenneth J	Mitbank Tweed	Bankruptcy	Mergers and Acquisition	Securities Litigation	\$1,050	Station Casinos	2010
Palmer, Deryck A.	Cadwalader	Finance	Bankruptcy	Mergers and Acquisition	\$1,050	Lyondell Chemical Company	2010
Aronzon, Paul	Mitbank Tweed	Bankruptcy			\$1,050	Lehman Brothers Holding Inc	2010

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Bray, Gregory	Milbank Tweed	Bankruptcy			\$1,050	Midway Games Inc	2010
Duhne, Dennis	Milbank Tweed	Bankruptcy			\$1,050	Lehman Brothers Holding Inc	2010
Schiff, Kenneth E.	Wells Global	Mergers and Acquisitions			\$1,030	Essexdale Stay Inc	2010
Kar, Partha	Kirkland & Ellis LLP	Bankruptcy			\$1,030	Reader's Digest Association Inc	2010
Budd, Thomas M.	Gibson Dunn	Finance			\$1,027	Lehman Brothers Holding Inc	2010
Moore, Robert Jay	Milbank Tweed	Bankruptcy			\$1,025	Calm Jumper	2010
Dakin-Grimm, Linda	Milbank Tweed	Litigation			\$1,025	Lehman Brothers Holding Inc	2010
Davis, Trayton M.	Milbank Tweed	Finance	Bankruptcy	Investment Funds Litigation	\$1,025	Lehman Brothers Holding Inc	2010
Gruttkin, Jay D.	Milbank Tweed	International Law	Finance	Transportation	\$1,025	Lehman Brothers Holding Inc	2010
Heller, David S.	Latham Watkins	Bankruptcy			\$1,025	In re: NEC Holdings Corp.	2010
Herschtald, Michiel	Milbank Tweed	Tax	Real Estate	Finance	\$1,025	Lehman Brothers Holding Inc	2010
Magoff, Rainer	Milbank Tweed	Finance			\$1,025	Lehman Brothers Holding Inc	2010
Tomback, Andrew E.	Milbank Tweed	Litigation	Finance		\$1,025	Lehman Brothers Holding Inc	2010
Sharp, Richard	Milbank Tweed	Litigation			\$1,025	Lehman Brothers Holding Inc	2010
Clowry, 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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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	North Networks	2010
Cox, Tim	Litigators	Corporate			\$1,018	North 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
Jowit, Justin S.	Paul Hastings	Finance			\$1,004	Lehman Brothers Holding Inc	2010
Gander, Fred R.	Dewey LeBoeuf LLP	Finance	Tax	Corporate	\$1000	Ambac	2010
Vyskocil, Mary Kay	Simpson Thacher	Insurance	Litigation		\$1000	Washington Mutual	2010
Brown, Avri	Simpson Thacher	Employee Benefits	Executive Compensation		\$1500	American Safety Razor Company	2010
Etherton, Ugarne	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
Nave, 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			\$1500	Washington Mutual	2010
Harepool, Anthony	Weil Gotshal	Bankruptcy			\$1000	Lehman Brothers Holding Inc	2010
Kelly, Jacky	Weil Gotshal	Bankruptcy	Finance		\$1000	Lehman Brothers Holding Inc	2010
Nicklin, Michael	Weil Gotshal	Bankruptcy	Finance	Equities	\$1000	Lehman Brothers Holding Inc	2010
Shankland, Matthew	Weil Gotshal	Alternative Dispute Resolution			\$1000	Lehman Brothers Holding Inc	2010
Martin, Stefan	Allen & Overy LLP	Labor and Employment			\$1,152	BearingPoint	2009

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Huber, John J.	Latham Watkins	Capital Markets			\$1,120	Aviza Technology	2009
Reynolds, Michael	Allen & Overy LLP	Mergers and Acquisitions			\$1,111	Chemtura Corp.	2009
Norley, Lyndon E.	Kirkland & Ellis LLP	Bankruptcy			\$1,110	Chemtura Corp.	2009
Norley, Lyndon E.	Kirkland & Ellis LLP	Bankruptcy			\$1,100	Reader's Digest Association Inc	2009
Reiss, John M.	White & Case	Mergers and Acquisitions	Equities		\$1,100	Heartland Automotive Holdings	2009
Gillespie, Stephen	Kirkland & Ellis LLP	Corporate			\$1,080	Chemtura Corp.	2009
Nakata, Nobuo	Allen & Overy LLP	Corporate			\$1,077	BearingPoint	2009
Brown, Stephen	Latham Watkins	Employee Benefits			\$1,065	Aviza Technology	2009
Chanda, Kenneth D. C.	Latham Watkins	Mergers and Acquisitions			\$1,065	Aviza Technology	2009
Pink, Sam	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
Lao-Lim, Jiyoon	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
Laurie, Thomas	White & Case	Bankruptcy			\$1,050	Global Safety Textiles	2009
Mulaney, Charles W.	Skadden	Mergers and Acquisitions			\$1,060	Hartmarx	2009
Rosan, Matthew A.	Skadden	Tax			\$1,060	Hartmarx	2009
Zrinsky, Bruce	Cadwalader	Bankruptcy			\$1,050	TH Agriculture	2009

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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
Braut, Eileen	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 McKelvey	Tax			\$1,029	Microm	2009
Keck, Colleen	Allen & Overy LLP	Corporate	Intellectual Property		\$1,028	BearingPoint	2009
Kelther, 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			\$1,019	Mark IV Industries	2009
Hyde, Mark	Clifford Chance	Bankruptcy			\$1,000	Lyondell Chemical Company	2009
Butlers, 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 charge in these cases. (See correction.)  
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**EXHIBIT H**

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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School
Adelson, Elliot A.	Partner	Litigation	Kirkland and Ellis	San Francisco	CA	United States	
Agarwal, Anom L.	Associate		Jones Day	San Francisco	CA	United States	
Alford, Hiram 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
Bass, Eric	Associate	Business Restructuring and Reorganization	Farella Braun and Menzel	San Francisco	CA	United States	400
Benavente, Peter J.	Partner	Business and Finance	Jones Day	San Francisco	CA	United States	1974
Berning, Scott M.	Associate	Business and Finance	Morgan Lewis and Boekus	San Francisco	CA	United States	2007
Berman, David M.	Partner	Commercial Litigation, Bankruptcy and Restruc.	Pacholski, Slung, Zehl and Jones	San Francisco	CA	United States	1995
Boersch, Martha	Partner	Corporate, Criminal Investigations	Jones Day	San Francisco	CA	United States	1996
Borstein, Jeffrey	Partner	White Collar Crime, Commercial Litigation	K and L Gates	San Francisco	CA	United States	525
Brown, Donald W.	Partner	Business and Finance	Convington and Burking	San Francisco	CA	United States	640
Browning, J. Taylor	Associate	Tort and Environmental Litigation	Morgan Lewis and Boekus	San Francisco	CA	United States	1995
Bunzlauer, Brenda M.	Partner	Environmental Litigation	King and Spalding	San Francisco	CA	United States	1994
Castro, Ruth Ann	Associate	Corporate Finance and Mergers	Farella Braun and Menzel	San Francisco	CA	United States	380
Christensen, C. Murphy	Partner	Corporate Finance and Mergers	QMcHenry and Myers	San Francisco	CA	United States	675
Christman, Ryan M.	Associate	Business Restructuring and Reorganization	Kirkland and Ellis	San Francisco	CA	United States	2001
Conroy, Michelle	Associate	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	1984
Cooley, Peter J.	Equesat	Employment	Jones Day	San Francisco	CA	United States	510
Davies, Doug	Partner	Business Transactions	Farella Braun and Menzel	San Francisco	CA	United States	510
Doble, Sam	Partner	Complex Commercial Securities Litigation	Farella Braun and Menzel	San Francisco	CA	United States	282
Djokic, Benjamin	Associate	Trial	Holler, Emswiler	San Francisco	CA	United States	573
Ebert, Megan	Associate	Construction	Jones Day	San Francisco	CA	United States	525
Dobryzowski, Daniel T.	Partner		Farella Braun and Menzel	San Francisco	CA	United States	2007
Douglas, Scott	Associate		DLA Piper	San Francisco	CA	United States	425
Durr, Heather	Associate			San Francisco	CA	United States	

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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
Espin, Charlotte C.	Associate	Trial	Jones Day	San Francisco	CA	United States	2006	2008	665	695	725	325
Eisenbach, Robert L.	Partner	Bankruptcy and Restructuring	Cookley Godward Konish Morrison and Fowler	San Francisco	CA	United States	2006	2008	665	695	725	325
Engel, G. Lairy	Partner	Bankruptcy and Restructuring	Cookley Godward Konish Morrison and Fowler	San Francisco	CA	United States	2006	2008	665	695	725	325
Esperanza, Chysty	Associate	Labor and Employment	Farella Braun and Martel	San Francisco	CA	United States	1975	1975	330	330	330	535
Ford, Robert	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540	540	540	515
Frank, Michael T.	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540	540	540	515
Frank, Joshua M.	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540	540	540	515
Franchick, John E.	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540	540	540	515
Garnett, Benjamin P.	Associate	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540	540	540	515
Gerking, Tyler	Associate	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540	540	540	515
Gloster, Dean	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	355	375
Grother, Neil	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	355	375
Grone, John	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	355	375
Hall, Dan	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	355	375
Hall, Daniel	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	355	375
Hodkin, Frederick D.	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	355	375
Huntley, Lynn M.	Of Counsel	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	355	375
Jin, Nancy	Associate	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	355	375
Kassam, Nan	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	355	375
Kassam, Scott D.	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	355	375
Kassam, Christopher W.	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	355	375
Kalk, Tobias S.	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	355	375
Kim, Nancy	Associate	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	355	375
Konover, Curt	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	355	375
Kordstein, Sam	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	355	375

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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School
Lauksh, Justin	Counsel	Corporate Finance	OMelveny and Myers	San Francisco	CA	United States	1997
Marshall, Robert G.	Partner	Employee Benefits and ERISA Comp	Jones Day	San Francisco	CA	United States	1997
Mason, Dory	Associate Partner	Reinsuring and Indemnity	Fawcett Braun and Martel Weston and Stipan	San Francisco	CA	United States	1997
McDonald, Brian D.	Associate Partner	Trial Practice	Jones Day	San Francisco	CA	United States	2002
McKinn, Mark E.	Partner	Business and Finance	Kirkland and Ellis	San Francisco	CA	United States	1992
Myers, William A.	Partner	Insurance Liability and Recovery	Morgan, Lewis and Boekus Jones Day	San Francisco	CA	United States	1987
Myers, Martin H.	Partner		Jones Day	San Francisco	CA	United States	1987
Nages, Aditi	Associate	Litigation	Fawcett Braun and Martel	San Francisco	CA	United States	2002
Nikas, Casey M.	Associate	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1979
Olson, James C.	Partner	Banking and Finance	Jones Day	San Francisco	CA	United States	1979
Oso, Amanda M.	Associate	Labor and Employment	Jones Day	San Francisco	CA	United States	1979
Osgood, Michael C.E.	Associate	Litigation	Kirkland and Ellis	San Francisco	CA	United States	1979
Palton, Katie	Associate	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1979
Parsons, Karen H.	Associate Of Counsel	Banking and Finance	McGowan Lewis and Myers	San Francisco	CA	United States	1979
Potbeck, Thomas R.	Partner	California Employment	Morgan, Lewis and Boekus	San Francisco	CA	United States	1979
Potter, Alex	Associate	Copyrighting	Paul, Hastings, Janofsky and Walker	San Francisco	CA	United States	1979
Rapagosa, Ramiro	Associate	Corporate	Paul, Hastings, Janofsky and Walker	San Francisco	CA	United States	2008
Rachy, Katherine S.	Partner	Corporate	Paul, Hastings, Janofsky and Walker	San Francisco	CA	United States	2008
Ritter, Peter	Partner	TRUI Practice	Jones Day	San Francisco	CA	United States	1985
Roche, Laura	Associate	Business Tax and Investment Funds	OMelveny and Myers	San Francisco	CA	United States	1985
Rodriguez, Noel	Associate	Business Tax and Investment Funds	OMelveny and Myers	San Francisco	CA	United States	1985
Sabnis, Cheryl	Counsel	Trial Practice	Jones Day	San Francisco	CA	United States	2003
Schickert, Vladimir	Partner	Tort and Environmental Litigation	Fawcett Braun and Martel	San Francisco	CA	United States	2003
Selling, Jocelyn	Partner Of Counsel	Private Clients Family Wealth Group	King and Spalding	San Francisco	CA	United States	1988

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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 Eisen	San Francisco	CA	United States	2008	2008	750	760	760	760
Shin, Susan	Associate	Labor and Employment	Heber Eisen	San Francisco	CA	United States	2008	2008	750	760	760	760
Sponner, Leah	Associate	Commercial Litigation	K and L Gates	San Francisco	CA	United States	2003	2003	260	325	325	390
Stoyars, Eric	Associate	Business Transactions	King Spink	San Francisco	CA	United States	2003	2003	430	410	410	395
Stewart, Rhonda L.	Associate	Business Transactions	King Spink	San Francisco	CA	United States	2003	2003	430	410	410	395
Teaker, Alexandra (Sister)	Associate	Labor and Employment	King Spink	San Francisco	CA	United States	2003	2003	430	410	410	395
Thompson, Brent	Associate	Tax	King Spink	San Francisco	CA	United States	2003	2003	430	410	410	395
Tognoli, Christie D.	Associate	Tax	King Spink	San Francisco	CA	United States	2003	2003	430	410	410	395
Trepert, Hollen	Associate	Business Restructuring and Reorganization	Paul Hastings, Jondick and Walker	San Francisco	CA	United States	1996	1996	295	295	295	600
Trodels, Robert A.	Partner	Business Restructuring and Reorganization	Paul Hastings, Jondick and Walker	San Francisco	CA	United States	1996	1996	295	295	295	600
Ulland, Suzanne	Partner	Finance, Corporate and Bankruptcy	James Day	San Francisco	CA	United States	1996	1996	295	295	295	600
Vogt, Gary W.	Senior Legal Assistant	Litigation	Onkeny and Myers	San Francisco	CA	United States	1996	1996	295	295	295	600
Wagener, Kristine	Associate	Litigation	Onkeny and Myers	San Francisco	CA	United States	1996	1996	295	295	295	600
Wall, Gregory A.	Senior Attorney	Business Transactions	Onkeny and Myers	San Francisco	CA	United States	1996	1996	295	295	295	600
Wassels, Kelly	Associate	Business Transactions	Onkeny and Myers	San Francisco	CA	United States	1996	1996	295	295	295	600
Whalen, Joe	Partner	Business Transactions	Onkeny and Myers	San Francisco	CA	United States	1996	1996	295	295	295	600
Wink, Jack L.	Associate	Litigation	Onkeny and Myers	San Francisco	CA	United States	1996	1996	295	295	295	600
Wilson, Nicholas	Counsel	Insurance and Risk Management	Onkeny and Myers	San Francisco	CA	United States	1996	1996	295	295	295	600
Woodruff, Kelly	Partner	Insurance and Risk Management	Onkeny and Myers	San Francisco	CA	United States	1996	1996	295	295	295	600
Zumbelman, Michael	Partner	Bankruptcy and Creditors Rights	Onkeny and Myers	San Francisco	CA	United States	1996	1996	295	295	295	600
		New Century Financial Corp	Heber Eisen	San Francisco	CA	United States	1996	1996	295	295	295	600



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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 Osherman, Scott	Osherman & 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	Walt, Golshei & 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	Hennigan Barnett & 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	Hennigan Barnett & Dorman LLP	1976	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 Toles & 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 Toles & 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 Dextrahen, Shiva	White & Case LLP (CA)	2003	2003	CA	600.00	183.70	110,220.00
P Vincent, Garth	Munger Toles & Olson LLC	1988	1988	CA	600.00	124.90	74,780.00
A Scott, Melissa	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-chun, B	Walt, Golshei & Mangos LLP (CA)	2003	2003	CA	570.00	28.50	16,530.00
A Edral, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	2.50	1,653.00
P Heintz, Jeffrey	Munger Toles & 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 Toles & Olson LLC	1997	1997	CA	525.00	25.80	13,545.00
A Morse, Joseph	Hennigan Barnett & Dorman LLP	2000	2000	CA	505.00	13.10	6,615.50
A Mahalik, Michael	Walt, Golshei & 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	Walt, Golshei & Mangos LLP (CA)	2006	2006	CA	465.00	45.90	21,343.50
A Kauffman, Derek	Munger Toles & Olson LLC	2005	2005	CA	450.00	508.30	228,733.00
A Hochleuber, Brian	Munger Toles & Olson LLC	2002	2002	CA	435.00	0.30	130.50
A Nathan, Joseph	Walt, Golshei & Mangos LLP (CA)	2007	2007	CA	415.00	25.20	10,458.00
A Jaspser, M. Lance	Munger Toles & Olson LLC	2006	2006	CA	400.00	96.20	38,482.00
A Estandart, Barney	Munger Toles & Olson LLC	2006	2006	CA	400.00	8.80	3,520.00
A Rubin, Erendia E	O'Melveny & Myers LLP (CA)	2006	2006	CA	395.00	8.40	3,318.00

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PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
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
Finatison, Karha	Pachulski Slang Zieni Young Jones & Weintraub (CA)				225.00	27.50	6,210.00
Jeffries, Patricia J.	Pachulski Slang Zieni Young Jones & Weintraub (CA)				225.00	0.40	90.00
PP Pearson, Sandra	Pachulski Slang Zieni Young Jones & Weintraub (CA)			CA	215.00	1.90	408.50
PP Floyd, Kevin	Klein, Tucka, Boddanoff & Stern, LLP				210.00	0.30	63.00
PP Krojts, Cheryl	Hennigan Bennett & Dorman LLP				205.00	2.20	451.00
CMA Pittman, Sherrie	Pachulski Slang Zieni Young Jones & Weintraub (CA)				125.00	2.50	325.00

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**BY BILLING RATE**

California rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Tolles, Stephen L.	Gibson Dunn & Crutcher, LLP (CA)	1982	1982	CA	\$ 860.00	0.10	\$ 86.00
P Patterson, Thomas	Klee Tuchin, Bogdanoff & Stern, LLP	1984	1984	CA	830.00	223.00	191,250.00
P Tuchin, Michael	Klee Tuchin, Bogdanoff & Stern, LLP	1980	1980	CA	850.00	74.40	63,240.00
P Stern, David	Klee Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	850.00	32.80	27,860.00
P Issler, Paul S.	Gibson Dunn & Crutcher, LLP (CA)	1986	1986	CA	840.00	6.35	5,334.00
P Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1976	CA	844.00	4.10	3,444.00
P Thompson, Brian	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1991	1991	CA	820.00	72.80	59,696.00
P Balcer, Karen	Weil, Gotshal & Manges, LLP (CA)	1986	1986	CA	810.00	40.40	32,740.00
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
A 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
A Gustafson, Mark E.	White & Case LLP (CA)	1998	1998	CA	685.00	117.70	80,824.50
P Arash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	39.40	26,595.00
A Gorski, 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-chon, B.	Weil, Gotshal & Manges, LLP (CA)	2003	2003	CA	580.00	54.20	31,436.00
OC Matcill, Brian	Klee, Tuchin, Bogdanoff & Stern, LLP	1998	1999	CA	575.00	12.40	7,130.00
A Egozi, 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 Conza, Christine	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 Malek, Michael	Weil, Gotshal & Manges, LLP (CA)	2005	2005	CA	500.00	175.30	87,650.00
A Rodriquez, Noel	White & Case LLP (CA)	2003	2003	CA	500.00	41.80	20,900.00
A Heyn, Matthew	Klee, Tuchin, Bogdanoff & 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	Weil, Gotshal & 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 Pczmanliar, 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 Whitson, 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	\$ 850.00	287.62	\$ 257,419.90
P Patterson, Thomas	Klee, Tuchin, Bogdanoff & Stern, LLP	1994	1994	CA	850.00	382.60	333,710.00
P Teshin, Michal	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	201.40	171,190.00
P Stiem, David	Klee, Tuchin, 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, Denis	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, Dennis	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1885	1988	GA	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	16,136.50
P Winston, Eric D.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1999	1999	CA	740.00	54.00	39,960.00
P Ong, Johanna Y.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1997	1997	CA	740.00	11.20	8,288.00
P Kornfeld, Alan	Pachulski Stang 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)	1992	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, Dary	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, Tuchin, 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	1987	CA	595.00	32.50	18,337.50
C Cho, Shady	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	595.00	19.40	11,503.00
C Hochman, Harry	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	575.00	57.60	33,120.00
A Dirckman, Jennifer	Klee, Tuchin, Bogdanoff & Stern, LLP	1989	1989	CA	575.00	1.40	805.00
OC Metcalf, Brian	Klee, Tuchin, 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, Simon	Klee, Tuchin, 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	Wall, Gotsdiner & Maloney, LLP (CA)	1997	1997	CA	450.00	2.70	1,215.00
A Guass, David	Mckenna Long & Ashridge, 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	4.60	1,748.00
A Elliot, Martin	Klee, Tuchin, 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 Forrester, 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 Gyncer, Michelle	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				215.00	60.40	12,986.00
PP Peatson, Sandra	Mckenna Long & Aldridge LLP (CA)				215.00	57.40	11,268.00
PP Brown, Thomas J.	Klee, Tuckin, Bogdanoff & Stern, LLP				195.00	59.75	11,651.25
PP Matoso, Mike	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				195.00	6.00	1,170.00
PP Brown, Thomas J.	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				195.00	2.00	390.00
TS Ewert, Christine	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				180.00	3.00	540.00
PP Sahn, Andrew	Mckenna Long & Aldridge LLP (CA)				180.00	16.80	2,535.00
PP Bass, John	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				150.00	0.80	120.00

**EXHIBIT K**

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

<http://www.law.com/jsp/article.jsp?id=1202436371636&src=EMC...>

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 Pistillo 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 Pistillo'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 WCI Communities Inc., and Robert Pincus, the head of the corporate practice in Skadden, Arps, Slate, Meagher & Flom's Wilmington office, for Hayes Lemmerz International Inc., an automotive wheel supplier.

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

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

Comparing the median partner rates among Am Law 200 firms in the database demonstrated that there are few bargains when it comes to Chapter 11 work. Among those charging median partner rates of more than \$900 an hour were: Cadwalader; Cleary Gottlieb Steen & Hamilton; Davis Polk & Wardwell; Milbank, Tweed, Hadley & McCloy; Paul Weiss; Shearman & Sterling; Simpson Thacher; and Skadden. Firms with median partner billing rates between \$800 and \$900 were Gibson Dunn, Fried Frank, Latham, Paul Hastings, Weil Gotshal, and White & Case. Firms billing \$700 or below were Akin Gump Strauss Hauer & Feld, Kirkland, Sidley Austin, and Sonnenschein Nath & Rosenthal. (Medians can be deceiving, since some firms, such as Kirkland, had a difference of more than \$600 between its highest- and lowest-rate partners.)

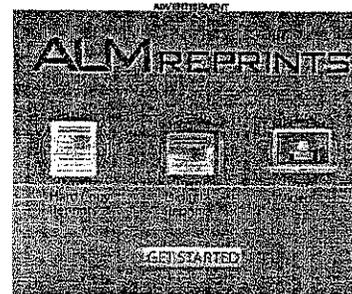
The bankruptcy case with one of the highest median partner rates was Nortel Networks. The phone equipment maker paid firms such as Cleary and Kirkland a median partner rate of \$940. Firms working on the Lehman filing billed a median partner rate of \$810 during the time period, while firms working on 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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Law.com - Bankruptcy Rates Top \$1,000 Mark in 2008-09

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Kirkland	\$675	149
Sonnenschein	\$625	47

\*U.S.-based partners only.

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

[Click here to order the Excel® version of the 2009 Bankruptcy Billing Rates Report.](#)

This article first appeared on *The Am Law Daily* blog on [AmericanLawyer.com](http://AmericanLawyer.com).

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**EXHIBIT L**

*\$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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THE NATIONAL  
**LAW JOURNAL**

The National Law Journal

January 13, 2014 Monday

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

**LENGTH:** 1860 words

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

**BYLINE:** KAREN SLOAN

**BODY:**

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

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

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

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

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

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

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

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

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

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

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

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

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

## THE ROLE OF GEOGRAPHY

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

hour or more for contracts and commercial work.

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

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

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

## BILLING SURVEY METHODOLOGY

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

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

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

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

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

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

## Billing Rates at the Country's Priciest Law Firms

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

### Billing Rates at the Country's Priciest Law Firms

FIRM NAME	LARGEST U.S. OFFICE*	AVERAGE FULL-TIME EQUIVALENT ATTORNEYS*	PARTNER HOURLY RATES		ASSOCIATE HOURLY RATES	
			AVERAGE	HIGH	LOW	AVERAGE

\* 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.

Debevoise & Plimpton	New York	615	\$1,055	\$1,075	\$955	\$490	\$760	\$120
Paul, Weiss,	New York	803	\$1,040	\$1,120	\$760	\$600	\$760	\$250

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

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

Mullin, Richter Angeles & Hampton

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

THE FOUR-FIGURE CLUB

These 10 firms posted the highest partner billing rates.

THE FOUR-FIGURE CLUB

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

Contact Karen Sloan at [ksloan@alm.com](mailto: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.

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 v. Henkel Corp.*, (D. Conn. Mar. 3, 2022) to represent a proposed class of purchasers of Right Guard 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 denying 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. *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.

### **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 and his partner Yeremey Krivoshey 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. 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.

**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 and the Eastern District of New York.

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 and 2016 Super Lawyer Rising Star.

**Selected Published Decisions:**

*Morris v. SolarCity Corp.*, 2016 WL 1359378 (N.D. Cal. Apr. 4, 2016), denying defendant's motion to dismiss claims that solar company illegally called consumers using an artificial or prerecorded voice and an automatic telephone dialing system.

*Boelter v. Hearst Commc'ns, Inc.*, 192 F. Supp. 3d 427 (S.D.N.Y. 2016), denying defendant's motion to dismiss and finding that the Michigan Video Rental Privacy Act does not violate the First Amendment.

*Edwards v. Oportun, Inc.*, 193 F. Supp. 3d 1096 (N.D. Cal. 2016), denying defendant's motion dismiss and rejecting its argument that providing a class representative with a cashier's check for his individual damages mooted his individual and class claims.

**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.*

**JOEL D. SMITH**

Joel D. Smith is a Partner with Bursor & Fisher, P.A. Joel is a trial attorney who has practiced in lower court and appeals courts across the country, as well as the U.S. Supreme Court.

Prior to joining Bursor & Fisher, Joel was a litigator at Crowell & Moring, where he represented Fortune 500 companies, privately held businesses, and public entities in a wide variety of commercial, environmental, and class action matters. Among other matters, Joel served as defense counsel for AT&T, Enterprise-Rent-A-Car, Flowers Foods, and other major U.S. businesses in consumer class actions, including a class action seeking to hold U.S. energy companies accountable for global warming. Joel represented four major U.S. retailers in a case arising from a devastating arson fire and ensuing state of emergency in Roseville, California, which settled on the eve of a trial that was expected to last several months and involve several

dozen witnesses. Joel also was part of the trial team in a widely publicized trial over the death of a contestant who died after participating in a Sacramento radio station's water drinking contest.

More recently, Joel's practice focuses on consumer class actions involving automotive and other product defects, financial misconduct, false advertising, and privacy violations.

Joel received both his undergraduate and law degrees from the University of California at Berkeley. While at Berkeley School of Law, he was a member of the California Law Review, received several academic honors, externed for the California Attorney General's office and published an article on climate change policy and litigation.

Joel is admitted to the State Bar of California, as well as the United States Courts of Appeals for the Second, Third and Ninth Circuits; all California district courts; the Eastern District of Michigan; and the Northern District of Illinois.

**Selected Published Decisions:**

*Revitch v. DIRECTV, LLC*, --- F.3d --- (9th Cir. 2020), affirming denial of motion to compel arbitration in putative class action alleging unlawful calls under the Telephone Consumer Protection Act.

*Kaupelis v. Harbor Freight Tools USA, Inc.*, 2020 WL 5901116 (C.D. Cal. Sept. 23, 2020), granting class certification of consumer protection claims brought by purchasers of defective chainsaws.

**Selected Class Settlements:**

*Crandell et al. v. Volkswagen Group of America*, Case No. 2:18-cv-13377-JSA (D.N.J.) – final approval granted for a settlement providing relief for Volkswagen Touareg owners to resolve allegations that defects in Touareg vehicles caused the engines to ingest water when driving in the rain.

*Isley et al. v. BMW of N. America, LLC*, Case No. 2:19-cv-12680-ESK (D.N.J.) – final approval granted for settlement providing BMW owners with reimbursements and credit vouchers to resolve allegations that defects in the BMW N63TU engine caused excessive oil consumption.

*Kaupelis v. Harbor Freight Tools USA, Inc.*, 8:19-cv-01203-JVS-DFM (C.D. Cal.) – final approval granted for a settlement valued up to \$40 million to resolve allegations that Harbor Freight sold chainsaws with a defective power switch that could prevent the chainsaws from turning off.

*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.*

**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.*, --- F. Supp. 3d ---, 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 repellents.

*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 repellents.

*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 repellents.

*Marchuk v. Faruqi & Faruqi, LLP, et al.*, 100 F. Supp. 3d 302 (S.D.N.Y. 2015), granting clients’ motion for judgment as a matter of law on claims for retaliation and defamation in employment action.

*In re Scotts EZ Seed Litigation*, 304 F.R.D. 397 (S.D.N.Y. 2015), granting class certification of false advertising and other claims brought by New York and California purchasers of grass seed product.

*Brady v. Basic Research, L.L.C.*, 101 F. Supp. 3d 217 (E.D.N.Y. 2015), denying diet pill manufacturers’ motion to dismiss its purchasers’ allegations for breach of express warranty in putative class action.

*Ward v. TheLadders.com, Inc.*, 3 F. Supp. 3d 151 (S.D.N.Y. 2014), denying online job board’s motion to dismiss its subscribers’ allegations of consumer protection law violations in putative class action.

*Ebin v. Kangadis Food Inc.*, 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported “100% Pure Olive Oil” product.

*Ebin v. Kangadis Food Inc.*, 2014 WL 737878 (S.D.N.Y. Feb. 25, 2014), denying distributor’s motion for summary judgment against nationwide class of purchasers of purported “100% Pure Olive Oil” product.

**Selected Class Settlements:**

*Hart v. BHH, LLC*, Case No. 1:15-cv-04804 (S.D.N.Y. Sept. 22, 2020), resolving class action claims regarding ultrasonic pest repellers.

*In re: Kangadis Food Inc.*, Case No. 8-14-72649 (Bankr. E.D.N.Y. Dec. 17, 2014), resolving class action claims for \$2 million as part of a Chapter 11 plan of reorganization, after a corporate defendant filed for bankruptcy following the certification of nationwide claims alleging that its olive oil was sold with false and misleading representations.

*West v. California Service Bureau*, Case No. 4:16-cv-03124-YGR (N.D. Cal. Jan. 23, 2019), resolving class action claims against debt-collector for wrong-number robocalls for \$4.1 million.

**FREDERICK J. KLORCZYK III**

Frederick J. Klorczyk III is a Partner with Bursor & Fisher, P.A. Fred focuses his practice on complex business litigation and consumer class actions.

Fred has substantial experience in successfully litigating and resolving consumer class actions involving claims of mislabeling, false or misleading advertising, and privacy violations. In 2019, Fred certified both a California and a 10-state express warranty class on behalf of purchasers of a butter substitute. In 2014, Fred served on the litigation team in *Ebin v. Kangadis Food Inc.* At class certification, Judge Rakoff adopted Fred's choice of law fraud analysis and research directly into his published decision certifying a nationwide fraud class.

Fred is admitted to the State Bars of California, New York, and New Jersey, and is a member of the bars of the United States District Courts for the Northern, Central, Eastern, and Southern Districts of California, the Southern, Eastern, and Northern Districts of New York, the District of New Jersey, the Northern District of Illinois, the Eastern District of Missouri, the Eastern District of Wisconsin, and the Eastern District of Michigan, as well as the bars of the United States Court of Appeals for the Second and Ninth Circuits.

Fred received his Juris Doctor from Brooklyn Law School in 2013, graduating *magna cum laude* with two CALI Awards for the highest grade in his classes on conflict of laws and criminal law. During law school, Fred served as an Associate Managing Editor for the Brooklyn Journal of Corporate, Financial and Commercial Law and as an intern to the Honorable Alison J. Nathan of the United States District Court for the Southern District of New York and the Honorable Janet Bond Arterton of the United States District Court for the District of Connecticut. In 2010, Fred graduated from the University of Connecticut with a B.S. in Finance.

**Selected Published Decisions:**

*Revitch v. New Moosejaw, LLC*, 2019 WL 5485330 (N.D. Cal. Oct. 23, 2019), denying defendants' motions to dismiss consumer's allegations of state privacy law violations in putative class action.

*In re Welspun Litigation*, 2019 WL 2174089 (S.D.N.Y. May 20, 2019), denying retailers' and textile manufacturer's motion to dismiss consumers' allegations of false advertising relating to purported "100% Egyptian Cotton" linen products.

*Martinelli v. Johnson & Johnson*, 2019 WL 1429653 (E.D. Cal. Mar. 29, 2019), granting class certification of California false advertising claims and multi-state express warranty claims brought by purchasers of a butter substitute.

*Porter v. NBTY, Inc.*, 2016 WL 6948379 (N.D. Ill. Nov. 28, 2016), denying supplement manufacturer's motion to dismiss consumers' allegations of false advertising relating to whey protein content.

*Weisblum v. Prophase Labs, Inc.*, 88 F. Supp. 3d 282 (S.D.N.Y. 2015), denying supplement manufacturer's motion to dismiss consumers' allegations of false advertising relating to a homeopathic cold product.

*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.

*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.*, Case No. 13-4775 (2d Cir. Apr. 15, 2015), denying olive oil manufacturer's Rule 23(f) appeal following grant of nationwide class certification.

*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:**

*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.

*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.

*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.

*In re: Kangadis Food Inc.*, Case No. 8-14-72649 (Bankr. E.D.N.Y. Dec. 17, 2014) – resolved 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.

### YEREMEY O. KRIVOSHEY

Yeremey O. Krivoshey is a Partner with Bursor & Fisher, P.A. Mr. Krivoshey has particular expertise in COVID-19 related consumer litigation, unlawful fees and liquidated damages in consumer contracts, TCPA cases, product recall cases, and fraud and false advertising litigation. He has represented clients in a wide array of civil litigation, including appeals before the Ninth Circuit.

Mr. Krivoshey served as trial counsel with Mr. Bursor in *Perez. v. Rash Curtis & Associates*, where, in May 2019, the jury returned a verdict for \$267 million in statutory damages under the Telephone Consumer Protection Act. Since 2017, Mr. Krivoshey has secured over \$200 million for class members in consumer class settlements. Mr. Krivoshey has been honored multiple times as a Super Lawyers Rising Star.

Mr. Krivoshey is admitted to the State Bar of California. He is also a member of the bars of the United States Court of Appeals for the Ninth Circuit and the United States District Courts for the Northern, Central, Southern, and Eastern Districts of California, as well as the District of Colorado.

Mr. Krivoshey graduated from New York University School of Law in 2013, where he was a Samuel A. Herzog Scholar. Prior to Bursor & Fisher, P.A., Mr. Krivoshey worked as a Law Clerk at Vladeck, Waldman, Elias & Engelhard, P.C, focusing on employment discrimination and wage and hour disputes. In law school, he has also interned at the American Civil Liberties Union and the United States Department of Justice. In 2010, Mr. Krivoshey graduated *cum laude* from Vanderbilt University.

### Representative Cases:

*Perez v. Rash Curtis & Associates*, Case No. 16-cv-03396-YGR (N.D. Cal. May 13, 2019). Mr. Krivoshey litigated claims against a national health-care debt collection agency on behalf of people that received autodialed calls on their cellular telephones without their prior express consent. Mr. Krivoshey successfully obtained nationwide class certification, defeated the defendant’s motion for summary judgment, won summary judgment as to the issue of prior express consent and the use of automatic telephone dialing systems, and navigated the case towards trial. With his partner, Scott Bursor, Mr. Krivoshey obtained a jury verdict finding that the defendant violated the Telephone Consumer Protection Act (“TCPA”) 534,712 times. Under the TCPA, class members are entitled to \$500 per each call made in violation of the TCPA – in this case, \$267 million for 534,712 unlawful calls.

**Selected Published Decisions:**

*Goodrich, et al. v. Alterra Mountain Co., et al.*, 2021 WL 2633326 (D. Col. June 25, 2021), denying ski pass company's motion to dismiss its customers' allegations concerning refunds owed due to cancellation of ski season due to COVID-19.

*Bayol v. Zipcar, Inc.*, 2014 WL 4793935 (N.D. Cal. Sept. 25, 2014), denying enforcement of forum selection clause based on public policy grounds.

*Bayol v. Zipcar, Inc.*, 78 F. Supp. 3d 1252 (N.D. Cal. Jan. 29, 2015), denying car-rental company's motion to dismiss its subscriber's allegations of unlawful late fees.

*Brown v. Comcast Corp.*, 2016 WL 9109112 (C.D. Cal. Aug. 12, 2016), denying internet service provider's motion to compel arbitration of claims alleged under the Telephone Consumer Protection Act.

*Chaisson, et al. v. University of Southern California* (Cal. Sup. Ct. Mar. 25, 2021), denying university's demurrer as to its students' allegations of unfair and unlawful late fees.

*Choi v. Kimberly-Clark Worldwide, Inc.*, 2019 WL 4894120 (C.D. Cal. Aug. 28, 2019), denying tampon manufacturer's motion to dismiss its customer's design defect claims.

*Horanzy v. Vemma Nutrition Co.*, Case No. 15-cv-298-PHX-JJT (D. Ariz. Apr. 16, 2016), denying multi-level marketer's and its chief scientific officer's motion to dismiss their customer's fraud claims.

*McMillion, et al. v. Rash Curtis & Associates*, 2017 WL 3895764 (N.D. Cal. Sept. 6, 2017), granting nationwide class certification of Telephone Consumer Protection Act claims by persons receiving autodialed and prerecorded calls without consent.

*McMillion, et al. v. Rash Curtis & Associates*, 2018 WL 692105 (N.D. Cal. Feb. 2, 2018), granting plaintiffs' motion for partial summary judgment on Telephone Consumer Protection Act violations in certified class action.

*Perez v. Indian Harbor Ins. Co.*, 2020 WL 2322996 (N.D. Cal. May 11, 2020), denying insurance company's motion to dismiss or stay assigned claims of bad faith and fair dealing arising out of \$267 million trial judgment.

*Perez v. Rash Curtis & Associates*, 2020 WL 1904533 (N.D. Cal. Apr. 17, 2020), upholding constitutionality of \$267 million class trial judgment award.

*Salazar v. Honest Tea, Inc.*, 2015 WL 7017050 (E.D. Cal. Nov. 12, 2015), denying manufacturer's motion for summary judgment as to customer's false advertising claims.

**Selected Class Settlements:**

*Perez v. Rash Curtis & Associates*, Case No. 16-cv-03396-YGR (N.D. Cal. Oct. 1, 2021) granting final approval to a \$75.6 million non-reversionary cash common fund settlement, the

largest ever consumer class action settlement stemming from a violation of the Telephone Consumer Protection Act.

*Strassburger v. Six Flags Theme Parks Inc., et al.* (Ill. Cir. Ct. 2021) pending approval to \$83.6 million settlement to resolve claims of theme park members for alleged wrongful charging of fees during the COVID-19 pandemic.

*Juarez-Segura, et al. v. Western Dental Services, Inc.* (Cal. Sup. Ct. Aug. 9, 2021) granting final approval to \$35 million settlement to resolve claims of dental customers for alleged unlawful late fees.

*Moore v. Kimberly-Clark Worldwide, Inc.* (Ill. Cir. Ct. July 22, 2020) granting final approval to \$11.2 million settlement to resolve claims of tampon purchasers for alleged defective products.

*Retta v. Millennium Prods., Inc.*, 2017 WL 5479637 (C.D. Cal. Aug. 22, 2017) granting final approval to \$8.25 million settlement to resolve claims of kombucha purchasers for alleged false advertising.

*Cortes v. National Credit Adjusters, L.L.C.* (E.D. Cal. Dec. 7, 2020) granting final approval to \$6.8 million settlement to resolve claims of persons who received alleged autodialed calls without prior consent in violation of the TCPA.

*Bayol et al. v. Health-Ade LLC, et al.* (N.D. Cal. Oct. 11, 2019) – granting final approval to \$3,997,500 settlement to resolve claims of kombucha purchasers for alleged false advertising.

### **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<sup>®</sup> 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, and Michigan, 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.

#### **SARAH N. WESTCOT**

Sarah N. Westcot is a Partner with Bursor & Fisher, P.A. Ms. Westcot focuses her practice on complex business litigation, consumer class actions, and employment law disputes. She has represented clients in a wide array of civil litigation, and has substantial trial and appellate experience.

Ms. Westcot 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.

Ms. Westcot 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).

Ms. Westcot 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 and the Southern and Middle Districts of Florida.

Ms. Westcot received her Juris Doctor from the University of Notre Dame Law School in 2009. During law school, Ms. Westcot 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. She graduated with honors from the University of Florida in 2005.

**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.

**ANDREW OBERGFELL**

Andrew Obergfell is an Associate with Bursor & Fisher, P.A. Andrew focuses his practice on complex civil litigation and class actions.

Andrew graduated from Drew University with *summa cum laude* distinction. While at Drew University, Andrew was captain of the varsity baseball team. Andrew was inducted into the Phi Beta Kappa honor society and was President of the college's chapter of the Pi Sigma Alpha political science honor society.

Andrew attended Seton Hall University School of Law, where he obtained his law degree with *magna cum laude* distinction, and was inducted into the prestigious Order of the Coif honor society. While in law school, Andrew was an editor and published author for the Seton Hall Law Review, participated in the Impact Litigation Clinic, and was a member of the Interscholastic Moot Court Board. As part of the Interscholastic Moot Court Board, Andrew received the national best-brief award in the 2015 ABA National Appellate Advocacy Competition, as well as the 2015 best student-written brief of the year award as recognized by Scribes, the American Society of Legal Writers.

Prior to joining the firm, Andrew practiced at an AmLaw 100 law firm. He also clerked for The Honorable Douglas M. Fasciale in the New Jersey Superior Court, Appellate Division, in Newark, New Jersey.

### **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.

### **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, and the Northern District of Illinois.

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 (18th Judicial Circuit Court DuPage County 2021) – final approval granted for \$4 million class settlement to resolve claims of cosmetics purchasers for alleged false advertising.

**MAX ROBERTS**

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

Max is admitted to the State Bar of New York and is a member of the bars of the United States District Courts for the Northern, Southern, and Eastern Districts of New York, the Northern and Central Districts of Illinois, the Eastern District of Michigan, the District of Colorado, and the United States Court of Appeals for the Ninth Circuit.

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:**

*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.

*Salerno v. Florida Southern College*, 488 F. Supp. 3d 1211 (M.D. Fla. 2020), denying motion to dismiss student’s allegations that university committed a breach of contract by failing to refund students after it shifted to online learning during the COVID-19 pandemic.

*Saleh v. Nike, Inc.*, --- F. Supp. 3d ---, 2021 WL 4437734 (C.D. Cal. Sept. 27, 2021), denying in part motion to dismiss alleged violations of California Invasion of Privacy Act.

*Bugarin v. All Nippon Airways Co.*, 2021 WL 4974978 (N.D. Cal. Oct. 26, 2021), denying motion to compel arbitration of airline passenger's breach of contract claims.

*Sholopa v. Turk Hava Yollari A.O., Inc. d/b/a Turkish Airlines*, 2022 WL 976825 (S.D.N.Y. Mar. 31, 2022), denying motion to dismiss passenger's allegations that airline committed a breach of contract by failing to refund passengers for cancelled flights during the COVID-19 pandemic.

**Selected Class Settlements:**

*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.

**CHRISTOPHER R. REILLY**

Chris Reilly is an Associate with Bursor & Fisher, P.A. Chris focuses his practice on consumer class actions and complex business litigation.

Chris is admitted to the State Bar of Florida and is a member of the bar of the United States District Courts for the Southern and Middle Districts of Florida.

Chris received his Juris Doctor from Georgetown University Law Center in 2020. During law school, Chris clerked for the Senate Judiciary Committee, where he worked on antitrust and food and drug law matters under Senator Richard Blumenthal. He has also clerked for the Mecklenburg County District Attorney's Office, the ACLU Prison Project, and the Pennsylvania General Counsel's Office. Chris served as Senior Editor of Georgetown's Journal of Law and Public Policy. In 2017, Chris graduated from the University of Florida with a B.A. in Political Science.

**RACHEL MILLER**

Rachel Miller is an Associate with Bursor & Fisher, P.A. Rachel focuses her practice on complex civil litigation and class actions.

Rachel is admitted to the State Bar of Florida and is a member of the bar of the United States District Court for the Southern District of Florida.

Rachel received her Juris Doctor from the University of Chicago Law School in 2015. During law school, Rachel participated in the Criminal & Juvenile Justice Clinic and received the 2014 Public Interest Law Society Award for Public Service. Rachel graduated *cum laude* from the University of Florida in 2012 with a B.A. in Political Science.

### **JULIA 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 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.

### **SEAN L. LITTERAL**

Sean L. Litteral is an Associate with Bursor & Fisher, P.A. Sean focuses his practice on complex business litigation, consumer class actions, and employment law disputes. He holds degrees from Berea College, the London School of Economics and Political Science, and Berkeley Law.

Sean has represented clients in a variety of matters, including survivors against the Boy Scouts of America for covering up decades of sexual abuse; warehouse workers against Walmart for failing to comply with COVID-19 health and safety guidelines; and drivers against Corinthian International Parking Services for systematically violating California's wage and hour laws.

Sean clerked for the Alaska Supreme Court and served as a fellow for the U.S. House Committee on Education and Labor and the Atlanta City Council. He previously externed for the Special Litigation Section, Civil Rights Division of the U.S. Department of Justice; the Berkeley Environmental Law Clinic; and the Corporate Sustainability Program at the Pontificia Universidad Católica de Chile.

He has published in the UC Davis Environmental Law & Policy Journal, the Harvard Latinx Law Review, and the Stanford Law and Policy Review on a broad scope of matters, including corporate sustainability, international trade, and national security.

### **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.