

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

MEGANNE NATALE and CHELSEA  
CHENG, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

9199-4467 QUEBEC INC., d/b/a EARTH  
RATED,

Defendant.

Case No. 2:21-cv-6775-JS-SIL

Hon. Joanna Seybert

**DECLARATION OF MAX S. ROBERTS IN SUPPORT OF PLAINTIFFS' MOTION  
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION  
FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS**

I, Max S. Roberts, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am an associate at Bursor & Fisher, P.A., counsel for Plaintiffs in this action. I am an attorney at law licensed to practice in the State of New York and am admitted to practice in this District. I make this declaration in support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards. I have personal knowledge of the facts set forth in this declaration, and, if called as a witness, could and would competently testify thereto under oath.

2. I make this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement and Motion For Attorneys' Fees, Costs, Expenses, And Service Awards filed herewith.

3. Attached hereto as **Exhibit 1** is a true and correct copy of the Parties' Class Action Settlement Agreement.

**I. HISTORY OF THE LITIGATION AND WORK PERFORMED BY CLASS COUNSEL**

4. On December 7, 2021, Plaintiffs filed a putative class action against Defendant, alleging that Defendant misrepresented the Certified Compostable Poop Bags as “Certified Compostable” and that Plaintiffs and putative class members sustained financial injury as a result of Defendant’s misrepresentations (ECF No. 1). On May 6, 2022, Plaintiffs filed the FAC (ECF No. 20).

5. On June 6, 2022, Defendant filed a Motion to Dismiss the FAC (ECF No. 21). Briefing on this motion was completed on July 21, 2022 (ECF Nos. 25, 26).

6. On July 28, 2023, the Court issued an Order Granting in Part and Denying in Part Defendant’s Motion to Dismiss the FAC (ECF No. 28). Defendant filed its Answer on August 25, 2023 (ECF No. 29), and the Court set a discovery conference for September 18, 2022 (ECF No. 58).

7. On September 11, 2023, the Parties filed a Joint Motion to Stay the Action so the Parties could attempt to negotiate a settlement (ECF No. 31). On September 12, 2023, the Court granted the motion.

8. Over the next several months, the Parties engaged in arm’s-length negotiations regarding a potential class settlement of the Action. These negotiations involved the exchange of informal discovery, which was largely the same information that would have been produced had the case proceeded to formal discovery. Accordingly, the Parties were sufficiently informed of the strengths and weaknesses of their respective positions, the approximate size of the putative class, and the potential damages at issue to negotiate a reasonable settlement.

9. On January 31, 2024, the Parties executed a term sheet memorializing the material terms of a nationwide class settlement. The Parties executed the Settlement itself on March 13,

2024 and moved for preliminary approval the following day.

10. On May 14, 2024, the Court preliminarily approved the Settlement. Attached as **Exhibit 2** is a true and correct copy of the Preliminary Approval Order.

11. The Parties agreed to the terms of the Settlement through experienced counsel who possessed all the information necessary to evaluate the case, determine all the contours of the proposed Settlement Class, and reached a fair and reasonable compromise after negotiating the terms of the Settlement at arm's length.

12. Since the Court granted preliminary approval, Class Counsel has worked with the Settlement Administrator, JND Legal Administration ("JND"), to carry out the Court-ordered Notice Plan. Specifically, Class Counsel helped compile and review the contents of the required notice, reviewed the final claim and notice forms, and reviewed and tested the settlement website before it launched live.

13. In sum, through over three years of litigation, Class Counsel performed at least the following tasks: (i) identifying and investigation Plaintiffs' potential claims and that of the Settlement Class pre-suit, and aggressively pursuing those claims; (ii) drafting the initial Complaint and First Amended Complaint; (iii) briefing and largely defeating Defendants' Motion to Dismiss; (iv) holding numerous calls with defense counsel regarding settlement; (v) successfully moving for Preliminary Approval of the Settlement; and (vi) communicating with the Settlement Administrator regarding implementation of the Notice Plan.

## **II. RELIEF PROVIDED FOR BY THE SETTLEMENT**

14. The Settlement creates a non-reversionary, \$825,000 common fund from which Settlement Class Members with proof of purchase may submit a claim for a refund of \$2.00 for each Certified Compostable Poop Bag purchased during the Class Period; and each Settlement Class Member with no proof of purchase may submit a claim for a refund of \$2.00, for each

Certified Compostable Poop Bag purchased during the Class Period, for up to three (3) Certified Compostable Poop Bags. Settlement ¶¶ 2.1(a), 2.3(a).

15. Based on information provided by Defendant, my understanding is the Settlement Class includes at least 549,000 Certified Compostable Poop Bags, the most popular variant of which was the 60-count variant of the Certified Compostable Poop Bag. That variant of the Certified Compostable Poop Bag retailed for approximately \$9.00, which amounts to a cost of 15 cents per bag of the Certified Compostable Poop Bag.<sup>1</sup> By contrast, Defendant sold its poop bags without the “Certified Compostable” representation for approximately 6 cents per bag. FAC ¶ 35. So, had Defendant truthfully advertised the Certified Compostable Poop Bags, consumers would have only paid \$3.60 for each 60-counter variant of the Certified Compostable Poop Bag—a difference of \$5.40 from the listed price.<sup>2</sup> Accordingly, each individual Settlement Class Member’s maximum actual damages in this matter are \$5.40.

16. Similarly, assuming that each of the 549,000 Certified Compostable Poop Bags was the 60-count variant, Defendant’s revenue for those Certified Compostable Poop Bags was \$4.941 million when it should have only been \$1.976 million. Thus, the entire Settlement Class’s maximum actual damages in this matter are \$2.965 million.<sup>3</sup>

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<sup>1</sup>  $\$9.00 \div 60 \text{ bags} = 15 \text{ cents per bag}$ .

<sup>2</sup>  $60 \text{ bags} \times 6 \text{ cents per bag} = \$3.60$ .  $\$9.00 - \$3.60 = \$5.40$ .

<sup>3</sup> This calculation can be broken down as follows:

- 549,000 Certified Compostable Poop Bags  $\times$  \$9.00 (cost of 60-count variant) = \$4.941 million.
- 549,000 Certified Compostable Poop Bags  $\times$  \$3.60 (what the Certified Compostable Poop Bags should have cost but for Defendant’s misrepresentations) = \$1.976 million.
- \$4.941 million  $-$  \$1.976 million = \$2.965 million (the Settlement Class’s actual damages).



17. Accordingly, the \$825,000 Settlement Fund represents approximately a 27.82% recovery of the Settlement Class’s maximum actual damages in this matter, and the \$2.00 award per Certified Compostable Poop Bag represents a 37.04% recovery of each individual Settlement Class Member’s actual damages.<sup>4</sup> The Settlement permits Class Counsel has agreed to petition the Court for no more than one-third (1/3) of the Settlement Fund (*i.e.*, \$275,000) in attorneys’ fees. Settlement ¶ 3.1. Class Counsel may also seek reimbursement of their costs and expenses incurred on behalf of Plaintiffs and the Settlement Class. *Id.* Defendant maintains the right to oppose any request for an award of attorneys’ fees and/or costs on any ground available to Defendant. *Id.* Any award of attorneys’ fees and expenses shall be paid out of the Settlement Fund. *Id.* ¶ 1.30.

18. The Settlement also permits Plaintiffs to receive, subject to Court approval, service awards of \$5,000 each as appropriate compensation for their time and effort serving as Class Representatives and as parties to the Action. Settlement ¶ 3.3. Any service awards shall be paid out of the Settlement Fund. *Id.* ¶ 1.30.

### III. FACTORS SUPPORTING FINAL APPROVAL

19. The Parties agreed to the terms of the Settlement through experienced counsel who possessed all the information necessary to evaluate the case, determine all contours of the proposed class, and reach a fair and reasonable compromise after negotiating the terms of the Settlement at arms’-length.

20. Further, Defendant is represented by highly skilled and well-paid lawyers from Nelson Mullins Riley & Scarborough LLP. Indeed, Defendant’s lead counsel, Jahmy Graham, was one of just five attorneys named to Law360’s 2023 “Top Attorneys’ Under 40” list for class

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<sup>4</sup>  $\$825,000 \div \$2.965 \text{ million} = 27.82\%$ .  $\$2.00 \div \$5.40 = 37.04\%$ .

actions.<sup>5</sup> Mr. Graham and his colleagues vigorously represented their client, challenged Plaintiffs' claims, and sought to obtain a defense verdict and deprive the Settlement Class of any recovery.

21. Plaintiffs and Class Counsel recognize that despite their belief in the strength of Plaintiffs' claims, and Plaintiffs' and the Class's ability to secure an award of damages, the expense, duration, and complexity of protracted litigation would be substantial and the outcome of trial uncertain. Thus, the Settlement secures a more proximate and more certain monetary benefit to the Class than continued litigation.

22. Plaintiffs and Class Counsel are also mindful that absent a settlement, the success of Defendant's various defenses in this case could deprive the Plaintiff and the Settlement Class Members of any potential relief whatsoever.

23. Short of a settlement, there was significant risk that this case would be dismissed at class certification or summary judgment and Class Members would receive nothing. Indeed, even if Plaintiffs prevailed on each of these motions, Defendant could still undermine any victory with a motion for decertification, a trial verdict, or a successful appeal. Thus, there was a significant risk of delay in achieving a final resolution of this matter.

24. Plaintiffs and Class Counsel believe the monetary 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.

25. As detailed in the accompanying Declaration of Ryan Bahry ("Bahry Decl."), the Court-ordered notice plan has been carried out in its entirety and reached at least 70% of the Settlement Class, resulting in over 123,000 presumptively valid claims. Bahry Decl. ¶¶ 19, 29.

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<sup>5</sup> *Law360 Names 2023's Top Attorneys Under 40*, LAW360 (June 19, 2023), <https://www.law360.com/articles/1683781/law360-names-2023-s-top-attorneys-under-40>

Based on this robust claims rate, I do not anticipate that any money will remain in the Settlement Fund following the distribution of payments to Settlement Class Members.

26. Pursuant to the Preliminary Approval Order (ECF No. 37), the deadline to opt-out of the Settlement is September 23, 2024. As detailed in the Bahry Declaration, only nine Settlement Class Members filed requests for exclusions from the Settlement. Bahry Decl. ¶ 25.

27. Also pursuant to the Preliminary Approval Order (ECF No. 37), the deadline to object to the Settlement is September 23, 2024. As detailed in the Bahry Declaration, not a single Settlement Class Member has objected to the Settlement. Bahry Decl. ¶ 27.

28. Based on Class Counsel's experience litigating similar consumer class actions, Class Counsel is of the opinion that the Settlement is fair, reasonable, and adequate.

29. As discussed above and throughout Plaintiffs' Motion for Final Approval of Class Action Settlement, the Settlement reached in this case was the product of negotiations conducted at arms' length by experienced counsel representing adversarial parties, and there is absolutely no evidence of fraud or collusion.

30. There are no separate agreements to be identified pursuant to Federal Rule of Civil Procedure 23(e)(3).

#### **IV. CLASS COUNSEL'S LODESTAR AND EXPENSES**

31. Attached hereto as **Exhibit 3** are Bursor & Fisher's detailed billing diaries for this matter, as well as a summary of the same. I have personally reviewed all of Bursor & Fisher'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. Bursor & Fisher'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 Bursor & Fisher.

32. Class Counsel undertook this matter on a contingency basis. Since Class Counsel began investigating this matter in or about September 2021 through September 6, 2024, Class Counsel spent 252.8 hours on this matter. Class Counsel's lodestar fee based on hours spent to date in this case, based on current billing rates, is \$132,955.00. This represents a blended hourly rate of \$525.93.

33. Class Counsel has requested \$275,000 in attorneys' fees, costs, and expenses, which represents one-third (1/3) of the Settlement Fund. Accordingly, this fee request represents a multiplier of 2.07 above Class Counsel's lodestar.

34. However, I estimate that Class Counsel will spend an additional 50-75 hours of future work in connection with preparing for the Final Approval Hearing, coordinating with JND, monitoring settlement administration, and responding to Settlement Class Member inquiries. At Class Counsel's blended hourly rate, these additional hours would push Class Counsel's lodestar to between \$159,251.50-\$172,399.75. This higher lodestar would reduce Class Counsel's requested multiplier to between 1.60-1.73.

35. Attached hereto as **Exhibit 4** is an itemized list of each out-of-pocket expense Bursor & Fisher incurred in this case. These costs and expenses are reflected in the records of Bursor & Fisher and were necessary to prosecute this litigation. All expenses were carefully and reasonable expended, and they reflect market rates for various categories of expenses incurred. Cost and expense items are billed separately, and such charges are not duplicated in Bursor & Fisher's billing rates.

36. Class Counsel's expenses—which total \$4,240.04—consist primarily of consist primarily of filing fees, *pro hac vice* application fees, and costs associated with Hague service (Defendant is a Canadian company). Because these expenses were reasonably necessary and not

excessive, they should be awarded in full.

37. Included within **Exhibit 3** is a chart setting forth the hourly rates charged for lawyers and staff at Class Counsel at the time the work was completed. Based on my knowledge and experience, the hourly rates charged by Class Counsel are within the range of market rates charged by attorneys of equivalent experience, skill, and expertise. As a matter of firm policy, we do not discount our regular hourly rates for non-contingent hourly work. I have personal knowledge of the range of hourly rates typically charged by counsel in our field in New York, California, Florida, and elsewhere, both on a current basis and in the past. In determining Class Counsel's hourly rates from year to year, my colleagues and I have consciously taken market rates into account and have aligned our rates with the market.

38. Through my practice, I have become familiar with the non-contingent market rates charged by attorneys in New York, California, Florida, and elsewhere (Class Counsel's offices are in New York City, Walnut Creek, California, and Miami, Florida). This familiarity has been obtained in several ways: (i) by litigating attorneys' fee applications; (ii) by discussing fees with other attorneys; (iii) by obtaining declarations regarding prevailing market rates filed by other attorneys seeking fees; and (iv) 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 Class Counsel'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. *Perez v. Rash Curtis & Associates*, 2020 WL 1904533, at \*20 (N.D. Cal. Apr. 17, 2020), a class action brought under the TCPA, in which the court approved Bursor & Fisher's blended hourly rate of

\$634.48.

- ii. *Zakskorn v. American Honda Motor Co.*, 2015 WL 3622990, at \*13-15 (E.D. Cal. June 9, 2015), a consumer class action concerning braking defects in vehicles, in which the court approved Bursor & Fisher's hourly rates of up to \$850 per hour for partners and \$450 per hour for associates.
- iii. *Laydon v. Mizuho Bank, Ltd.*, 2017 WL 6372625, at \*1-2 (S.D.N.Y. Dec. 7, 2017), approving partner rates of \$875 to \$975 and associate rates of \$325 to \$600.
- iv. *In re Credit Default Swaps Antitrust Litig.*, 2016 WL 2731524, at \*17 (S.D.N.Y. April 26, 2016), approving partner rates of \$834 to \$1,125 and associate rates of \$411 to \$714.
- v. *In re Platinum & Palladium Commod. Litig.*, 2015 WL 4560206, at \*4 (S.D.N.Y. July 7, 2015), approving billing rates of \$950 and \$905 per hour and referring to a recent National Law Journal survey yielding an average hourly partner billing rate of \$982 in New York.
- vi. *In re Bear Stearns Cos., Inc. Sec., Deriv., & ERISA Litig.*, Case No. 1:08-md-1963, 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.

39. The reasonableness of Class Counsel's hourly rates is also supported by several surveys of legal rates, including the following:

- i. In an article entitled "Big Law Rates Topping \$2,000 Leave Value 'In Eye of Beholder,'" written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the \$2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 5**.
- ii. The CounselLink Enterprise Management Trends Report for June 2022 states that the median partner rate in New York was \$1,030. The report also notes that median partner rates have grown by 4.0% in San Francisco and 4.3% in New York. A true and correct copy of this article is attached hereto as **Exhibit 6**.
- iii. In an article entitled "On Sale: The \$1,150-Per Hour Lawyer," written by Jennifer Smith and published in the Wall Street Journal

on April 9, 2013, the author describes the rapidly growing number of lawyers billing at \$1,150 or more revealed in public filings and major surveys. The article also notes that in the first quarter of 2013, the 50 top-grossing law firms billed their partners at an average rate between \$879 and \$882 per hour. A true and correct copy of this article is attached hereto as **Exhibit 7**.

- iv. In an article published April 16, 2012, the Am Law Daily described the 2012 Real Rate Report, an analysis of \$7.6 billion in legal bills paid by corporations over a five-year period ending in December 2011. A true and correct copy of that article is attached hereto as **Exhibit 8**. That article confirms that the rates charged by experienced and well-qualified attorneys have continued to rise over this five-year period, particularly in large urban areas like the San Francisco Bay Area. It also shows, for example that the top quartile of lawyers bill at an average of “just under \$900 per hour.”
- v. Similarly, on February 23, 2011, the Wall Street Journal published an on-line article entitled “Big Law’s \$1,000-Plus an Hour Club.” A true and correct copy of that article is attached hereto as **Exhibit 9**. That article notes that in 2011 partner rates at some firms were as high as \$1,250 per hour and that associate rates were as much as \$700 per hour.
- vi. On February 22, 2011, the ALM’s Daily Report listed the 2006-2009 hourly rates of numerous San Francisco attorneys. A true and correct copy of that article is attached hereto as **Exhibit 10**. Even though rates have increased significantly since that time, my firm’s rates are well within the range of rates shown in this survey.
- vii. The Westlaw CourtExpress Legal Billing Reports for May, August, and December 2009 (attached hereto as **Exhibit 11**) show that as far back as 2009, attorneys with as little as 19 years of experience were charging \$800 per hour or more, and that the rates requested here are well within the range of those reported. Again, current rates are significantly higher.
- viii. The National Law Journal’s December 2010, nationwide sampling of law firm billing rates (attached hereto as **Exhibit 12**) lists 32 firms whose highest rate was \$800 per hour or more, eleven firms whose highest rate was \$900 per hour or more, and three firms whose highest rate was \$1,000 per hour or more.
- ix. On December 16, 2009, The American Lawyer published an online article entitled “Bankruptcy Rates Top \$1,000 in 2008-2009.” That article is attached hereto as **Exhibit 13**. In addition to reporting that several attorneys had charged rates of \$1,000 or more in bankruptcy

filings in Delaware and the Southern District of New York, the article also listed 18 firms that charged median partner rates of from \$625 to \$980 per hour.

- x. According to the National Law Journal's 2014 Law Firm Billing Survey, law firms with their largest office in New York have average partner and associate billing rates of \$882 and \$520, respectively. Karen Sloan, \$1,000 Per Hour Isn't Rare Anymore; Nominal Billing Levels Rise, But Discounts Ease Blow, National Law Journal, Jan. 13, 2014. The survey also shows that it is common for legal fees for partners in New York firms to exceed \$1,000 an hour. A true and correct copy of this survey is attached hereto as **Exhibit 14**.
- xi. On February 8, 2016, the ABA Journal published an article entitled "Top Partner Billing Rates at BigLaw Firms Approaching \$1,500 per hour." A true and correct copy of this article is attached hereto as **Exhibit 15**.

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

#### V. CLASS COUNSEL'S ADEQUACY AND CREDENTIALS

41. Attached hereto as **Exhibit 16** is a current firm resume for Bursor & Fisher, P.A.

42. Bursor & Fisher has significant experience in litigating class actions of similar size, scope, and complexity as the instant action. Bursor & Fisher has also been recognized by courts in this Circuit for its expertise. *See, e.g., Mogull v. Pete and Gerry's Organics, LLC*, 2022 WL 4661454, at \*2 (S.D.N.Y. Sept. 30, 2022) ("Bursor & Fisher ... has represented other plaintiffs in more than one hundred class action lawsuits, including several consumer class actions that proceeded to jury trials in which Bursor & Fisher achieved favorable results for the plaintiffs. Thus, Bursor & Fisher has experience in class actions as well as knowledge of the applicable law in this case."); *Ebin v. Kangadis Food Inc.*, 297 F.R.D. 561, 566 (S.D.N.Y. 2014) ("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 [now six] class action jury trials since 2008.”).

43. Moreover, Bursor & Fisher 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.

## **VI. MS. NATALE AND MS. CHENG’S ROLE IN THIS LITIGATION**

44. Ms. Natale and Ms. Cheng have vigorously prosecuted this action on behalf of themselves and the putative Settlement Class. Their active involvement in this case was critical to its ultimate resolution. Through my interaction with Plaintiffs, I believe that they have been exemplary Class Representatives. They took their roles as class representatives seriously, devoting significant amounts of time and effort to protecting the interests of the class. Without their willingness to assume the risks and responsibilities of serving as class representatives, I do not believe such a strong result could have been achieved.

45. Ms. Natale and Ms. Cheng equipped Class Counsel with critical details regarding their experiences with Defendant. They assisted Class Counsel in investigating their claims, detailed their experiences, supplied supporting documentation, aided in drafting the Complaint, First Amended Complaint and Consolidated Complaint, and frequently communicated with Class Counsel regarding settlement negotiations and strategy. They have participated in phone calls with counsel to discuss settlement, discovery, the allegations, and litigation strategy. They have each been attentive, very responsive to inquiries and requests by e-mail and phone from Class Counsel, and have been proactive in keeping abreast of developments in the litigation, including during the pendency of preliminary approval. Ms. Natale and Ms. Cheng were prepared to testify at deposition and trial, if necessary.

46. In short, Ms. Natale and Ms. Cheng assisted Class Counsel in pursuing this action on behalf of the class, and their involvement in this case has been nothing short of essential. I believe that their vigorous pursuit and efforts in this litigation, on behalf of Settlement Class

Members, should each be rewarded with the full \$5,000 for an incentive award as allowed by the Settlement Agreement.

I declare under penalty of perjury that the foregoing is true and accurate. Executed on September 9, 2024 in San Francisco, California.

/s/ Max S. Roberts  
Max S. Roberts

# EXHIBIT 1

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

MEGANNE NATALE and CHELSEA  
CHENG, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

9199-4467 QUEBEC INC., d/b/a EARTH  
RATED,

Defendant.

Case No. 2:21-cv-6775-JS-SIL

Hon. Joanna Seybert

**CLASS ACTION SETTLEMENT AGREEMENT**

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs, Meganne Natale and Chelsea Cheng (“Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, 9199-4467 Quebec Inc. d/b/a Earth Rated, (“Defendant” or “Earth Rated”). The Settlement Class and Plaintiffs are collectively referred to as the “Plaintiffs” unless otherwise noted. Plaintiffs and 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 (hereafter, the “Settlement”).

**RECITALS**

A. On October 28, 2021, Plaintiffs filed a putative class action complaint in the United States District Court for the Eastern District of New York. Plaintiffs allege that they were misled into believing that certain Earth Rated products (further described and defined herein) were “compostable.” (ECF No. 1.).

B. In response to the complaint, on March 24, 2022, Defendant filed a letter requesting a pre-motion conference regarding its intent to file a motion to dismiss under Fed. R. Civ. P. 12(b)(6). (ECF No. 13).

C. On March 28, 2022, Plaintiffs filed a letter responding to Defendant's March 24, 2022 letter and informing the Court that they intended to file an amended complaint pursuant to Fed. R. Civ. P. 15(a)(1). (ECF No. 14).

D. On May 6, 2022, pursuant to Fed. R. Civ. P. 15(a)(1), Plaintiffs filed a First Amended Class Action Complaint correcting the date of Plaintiff Cheng's purchase and removing Plaintiffs' claim for injunctive relief. (ECF No. 20).

E. In response to the amended complaint, on June 6, 2022, Defendant filed a motion to dismiss pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6). (ECF No. 21). On July 6, 2022, Plaintiffs filed an opposition to the motion to dismiss. (ECF No. 25). And on July 21, 2022, Defendant filed a reply in support of its motion to dismiss. (ECF No. 26).

F. On July 28, 2023, the Court issued an Opinion & Order granting in part and denying in part the motion to dismiss. (ECF No. 27).

G. On August 25, 2023, Defendant filed an Answer to the First Amended Class Action Complaint, denying the allegations generally and asserting eighteen affirmative and other defenses. (ECF No. 29).

H. Throughout the litigation, the Parties discussed the prospect of settlement. Following the Court's order on Defendant's motion to dismiss, the Parties agreed to engage in settlement negotiations and stay the case pending potential resolution of the matter.

I. The litigation was stayed beginning September 12, 2023 until January 28, 2024, during which the Parties exchanged class discovery and negotiated the terms of the settlement.

On January 31, 2024, the Parties reached an agreement in principle and executed a Confidential Term Sheet, which expressly contemplated the creation of this Agreement.

J. At all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action, and maintained its opposition to certification of a litigation class. Defendant has a good faith belief that it would have prevailed at class certification, summary judgment, and/or trial. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, the desire to avoid the expenditure of further legal fees and costs, and the benefits that consumers will receive from a negotiated settlement, 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 shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a litigation class.

K. Plaintiffs believe that the claims asserted in the Action against Defendant have merit and that they would have prevailed at class certification, summary judgment, and/or trial. 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 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, as further defined herein, 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 shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

### **AGREEMENT**

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

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

**1.1 “Action”** means *Natale et al. v. 9199-4467 Quebec Inc. d/b/a Earth Rated, Case No. 2:21-cv-6775*, pending in the United States District Court for the Eastern District of New York.

**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 Section 1.32 below) and the contents of the Claim Form will be substantially in the form attached hereto as Exhibit A, to be approved by the Court.

**1.4 “Claimant”** means a Settlement Class Member who submits a claim for cash payment as described in Section 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 shall be clearly set forth in the Preliminary Approval Order as well as in the Class 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, specifically, Meganne Natale and Chelsea Cheng.

**1.9 “Court”** means the United States District Court for the Eastern District of New York, the Honorable Joanna Seybert presiding, or any judge who will succeed her as the Judge in this Action.

**1.10 “Defendant”** means 9199-4467 Quebec Inc. d/b/a Earth Rated.

**1.11 “Defendant’s Counsel”** means the law firm of Nelson Mullins Riley & Scarborough, LLP.



**1.12 “Certified Compostable Poop Bags”** means one or more units of Earth Rated Certified Compostable Poop Bags bearing the following SKU names:

- COMP60
- ERCOMP120
- ERCOMP105WEB
- ERCOMP225WEB

**1.13 “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 out of the Settlement Fund pursuant to the terms set forth herein.

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

**1.15 “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 Settlement Approval Order and 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*.

**1.16 “Notice Plan”** means the Settlement Administrator’s plan to disseminate Class Notice to Settlement Class Members. The Notice Plan will include an email notice, a long form notice that will be available on the Settlement Website, and internet banner notice. *See also* Section 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 Approved Claims made by Claimants, and 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 Section 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 or requests for exclusion from the Settlement Class, and will be set as a date no later than thirty (30) days prior to the Final Approval Hearing.

**1.20 “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 Settlement Class Notice.

**1.21 “Preliminary Approval Date”** means the date on which the Court enters an order entering the Preliminary Approval Order.

**1.22 “Preliminary Approval Order”** means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes only, 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 this Agreement.

**1.23 “Released Claims”** means the claims released pursuant to Section 6.1 of this Agreement.

**1.24 “Released Parties”** means Defendant and all of its current, former, and future parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or related corporate entities, and all of its respective current, future, and former employees, officers, directors, shareholders, assigns, agents, trustees, administrators, executors, insurers, attorneys, and customers, as well as any suppliers, distributors, manufacturers, resellers, third-party retailers or any other intermediaries involved in the sale of the Certified Compostable Poop Bags, whether on online platforms, in retail outlets or elsewhere, from any and all causes of action, suits, claims, liens, demands, judgments, costs, damages, obligations, attorneys' fees (except as provided for in the Class Settlement), and all other legal responsibilities in any form or nature, including but not limited to all claims relating to or arising out of state, local, or federal statute, ordinance, regulation, or claim at common law or in equity, whether past, present, or future, known or unknown, asserted or unasserted, arising out of or in any way related to compostability of the Certified Compostable Poop Bags, or related to claims or statements relating thereto, during the Class Period, as alleged in or arising from the operative complaint on file in this Action. This release expressly does not extend to personal injury claims regarding the Certified Compostable Poop Bags.

**1.25 “Releasing Parties”** means Plaintiffs, those Settlement Class Members who do not timely request exclusion from 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.

**1.26 “Service Awards”** means any award approved by the Court that is payable to the named Plaintiffs (*i.e.*, Class Representatives Meganne Natale and Chelsea Cheng) by Defendant pursuant to the terms set forth herein.

**1.27 “Settlement Administrator”** means JND Legal Administration and its successors and assigns.

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

all persons in the United States who purchased one or more units of Earth Rated’s Certified Compostable Poop Bags during the Settlement Class Period, excluding persons who purchased the Certified Compostable Poop Bags for the purpose of resale or for purposes other than personal use.

**1.29 “Settlement Class Period”** means the period of time from October 28, 2015, through and including the Notice Date.

**1.30 “Settlement Fund”** means the total cash commitment of Defendant for purposes of this Settlement, as described in Section 2 of this Settlement Agreement, with a total value of eight hundred and twenty-five thousand dollars (\$825,000.00 USD). From the Settlement Fund, the Settlement Administrator shall pay all monetary payments to Settlement Class Members, Settlement administration expenses, any Service Award to the Class Representatives, any Fee Award to Class Counsel, and any other costs, fees or expenses approved by the Court. The Settlement Fund represents the total extent of Defendant’s monetary obligations under this Agreement, and is non-reversionary. The payment of the sum into the Settlement Fund by

Defendant fully discharges Defendant and the other Released Parties' financial obligations (if any) in connection with the Settlement, meaning that no Released Party shall have any other obligation to make any payment into an escrow account or to any Class Member, or any other person, under this Agreement. In no event shall the total monetary obligation with respect to this Agreement on behalf of Defendant exceed eight hundred and twenty-five thousand dollars (\$825,000.00 USD), and in no event shall the Settlement Fund or any portion thereof revert to Defendant.

**1.31 “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 any Fee Award to Class Counsel by the Court, and the amount of any 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.

**1.32 “Settlement Website”** means a website, referenced in Section 4(d) below, 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 herein.

**1.33 “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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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 Section 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 Payments to Settlement Class Members.**

(a) Defendant will pay a total of \$825,000.00 (USD) for payment of the following: (i) Approved Claims for monetary reimbursement or payments submitted by Settlement Class Members pursuant to Section 2.3 below; (ii) the Notice and Other Administrative Costs actually incurred by the Settlement Administrator as described in Section 4.3 below; (iii) the Fee Award, as described in Section 3.1 below; and (iv) any Service Award to the named Plaintiffs (*i.e.*, Class Representatives Meganne Natale and Chelsea Cheng), not to exceed five thousand dollars (\$5,000.00) (USD) each, as may be ordered by the Court and as described in Section 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 from the Settlement Fund.

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

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

(d) *Payment of Valid Approved Claims.* An amount not to exceed \$825,000.00 (USD), less 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 Form for payment, consistent with this paragraph and as determined by the Court.

(a) *Payment.* Each Settlement Class Member with proof of purchase may submit a claim for a refund of \$2.00 for each Certified Compostable Poop Bag purchased during the Class Period. Each Settlement Class Member with no proof of purchase may submit a claim for a refund of \$2.00, for each Certified Compostable Poop Bag purchased during the Class Period, for up to three (3) Certified Compostable Poop Bags.

(b) *Method of Payment.* Each Settlement Class Member may choose to receive his or her payment via check, electronic monetary transfer or monetary payment card depending on the Settlement Class Member preference and Settlement Administrator's procedures. Payment by check will be the default payment method in the event that a Settlement Class Member does not state a preferred method of payment.

(c) *Payment from Fund.* Payments for Approved 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.* In the event that the Settlement Class Member claims exceed the available Settlement Fund after reduction for Notice and Other Administration Costs, Service Awards, and the Fee Award, the Settlement Class Member payments shall be reduced *pro rata*. In the event that funds remain in the Settlement Fund after reduction for Notice and Administration Costs, Service Awards, and the Fee Award, the Parties shall meet and confer regarding whether said remaining funds should be distributed to Settlement Class Members on a *pro rata* basis, and/or whether the funds should be distributed to an appropriate *cy pres* recipient. If the Parties cannot agree on whether said remaining funds should be distributed to Settlement Class Members on a *pro rata* basis, or whether the funds should be distributed to an appropriate *cy pres* recipient, the Court shall make the decision following an opportunity for the Parties to submit their separate proposals for the Court's consideration.

**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 following: (i) each Certified Compostable Poop Bag purchased, and (ii) that the purchase(s) were made within the Settlement Class Period.

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



**2.6 Uncleared Checks.** Those Settlement Class Members whose reimbursement checks are not cleared within one hundred eighty (180) days after issuance will be ineligible to receive a settlement benefit payment 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 Classwide Settlement will be donated as *cy pres* to a non-sectarian, not-for-profit organization(s) recommended by the Parties and approved by the Court.

**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 not to exceed one-third (1/3) of the Settlement Fund, *i.e.*, \$275,000. Class Counsel shall seek an award of attorney’s fees in an amount consistent with the law of the Circuit or District Court. Class Counsel may also seek reimbursement of their costs and expenses incurred on behalf of Plaintiffs and the Settlement Class. Such attorneys’ fees, costs, and expenses, if approved by the Court, shall be payable within 10 days following the Court’s final order approving the Settlement and Fee Award, subject to Class Counsel providing a stipulated undertaking. Defendant reserves the right to oppose Plaintiffs’ motion or request for an award of attorneys’ fees and/or costs on any ground available to Defendant.

**3.2** The Fee Award will be payable by Defendant within ten (10) 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. from the Settlement Fund in accordance with wire instructions to be provided by Bursor &

Fisher, P.A., and completion of necessary forms, including but not limited to a W-9 form for Bursor & Fisher, P.A. Notwithstanding the foregoing, if for any reason 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 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 Defendant. In addition, should any parties to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Class Members, those parties shall execute a new undertaking guaranteeing repayment of funds within fourteen (14) days of such an occurrence.

**3.3** Subject to Court approval, the Class Representatives may be paid Service Awards by 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 maximum amount of five thousand dollars (\$5,000.00) (USD) each. Defendant will not object to or otherwise challenge, directly or indirectly, Class Counsel's application for the Service Awards to the Class Representatives if limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the Court as the Service Awards for the Class Representatives. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. Such Service Awards will be paid from the Settlement Fund (in the form of checks to the Class Representatives that are sent care of Class Counsel) within twenty-one (21) days after Settlement Approval Order and Final Judgment becomes final if no appeal is taken, or, if an appeal is taken, within 10 days after all appeals have expired or been exhausted in such manner as to affirm the Court's order.

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

**4.1 Class Notice.** The Class Notice will conform to all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution (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 at least the following:

**(a) Settlement Class List.** Upon execution of this Agreement, the Parties will jointly endeavor, with the assistance of the Settlement Administrator, to compile an electronic list that includes all of the names, last known U.S. Mail addresses, and email addresses, to the extent ascertainable, belonging to persons within the Settlement Class. This electronic document shall be called the “Class List.” The Class List (or any contact information for Class Members) provided to the Settlement Administrator or otherwise in connection with this Action shall not be used for any other purpose than to effectuate class notice or the administration of class claims, and shall not be used for any other purpose whatsoever, including contact by any party or counsel for the purpose of solicitation or otherwise regarding other matters, potential litigation, or issues unrelated to this Action or Settlement.

**(b) Direct Notice via Email.** No later than thirty (30) days from the entry of the Preliminary Approval Order, the Settlement Administrator will send Class Notice via email substantially in the form attached as Exhibit B, along with an electronic link to the Claim Form and Settlement Website, to all Settlement Class Members for whom a valid email address is in the Class List. In the event transmission of the email notice results in any “bounce-backs,” the Settlement Administrator will, if possible, correct any issues that may have caused the “bounce-back” to occur and make a second attempt to re-send the email notice.

(c) *Settlement Website.* Within fourteen (14) 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.ERCompostableSettlement.com](http://www.ERCompostableSettlement.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 Class Notice provided on the Settlement Website will be substantially in the form of Exhibit C hereto.

(d) *Online Notice.* Within thirty-five (35) days from the entry of the Preliminary Approval Order, Class Notice will be provided by internet banner advertisements in locations to be agreed upon by the Parties, which will link to the Settlement Website, and/or social media to be agreed upon by the Parties which will link to the Settlement Website.

(e) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, the Settlement Administrator shall cause to be served upon the Attorneys General of each U.S. State or territory in which Settlement Class members reside, the Attorney General of the United States, and other required government officials, notice of the proposed settlement as required by law, subject to Paragraph 5.1 below.

**4.3 Responsibilities of Settlement Administrator.** The Parties will retain JND Legal Administration to help implement the terms of the proposed Settlement Agreement. The Settlement Administrator will be responsible for administrative tasks, including, without limitation, (a) arranging, as set forth in the Notice Plan, for distribution of Class Notice (in the form approved by the Court), distribution of CAFA Notice, 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 from 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, objectively, and neutrally describe, and will train and instruct its employees and agents to accurately, objectively, and neutrally 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, and the like.

(c) The Settlement Administrator will seek clarification, instruction, or authorization for performance of its duties and expenditure or disposition of payments 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 request for exclusion from the Settlement Class, 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, 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 this Agreement must timely serve a written objection on Defendant's Counsel and Class Counsel by the date specified in the Class Notice. The objection must contain a caption or title that identifies it as "Objection to Class Settlement in *Natale et al. v. 9199-4467 Quebec Inc. d/b/a Earth Rated*," contact and address information for the objecting Settlement Class Member, documents sufficient to establish the person's standing as a Settlement Class Member (either verification under oath of the date and location of a purchase of the subject Certified Compostable Poop Bags within the Settlement Class Period or a receipt reflecting such purchase), 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"). 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 who is objecting to the Settlement Agreement 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 Order, 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 does not enter the Preliminary Approval Order or does not enter the Settlement Approval Order and Final Judgment, 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. If the Settlement Agreement is terminated for any reason, the Settlement Approval Order and Final Judgment is not entered by the Court, 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, shall have any effect, nor shall 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 Fee Awards and other payments received

by Class Counsel under the Settlement Agreement, as set forth in Section 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 shall 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 with respect to class certification 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. RELEASE.**

**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, from any and all causes of action, suits, claims, liens, demands, judgments, costs, damages, obligations, attorneys' fees (except as provided for in the Class Settlement), and all other legal responsibilities in any form or nature, including but not limited to all claims relating to or arising out of state, local, or federal statute, ordinance, regulation, or claim at common law or in equity, whether past, present, or future, known or unknown, asserted or unasserted, arising out of or in any way related to compostability of the Earth Rated's Certified Compostable Poop Bags, or related to claims or statements relating thereto, during the Class Period, as alleged in or arising from the operative complaint on file in this Action. This release expressly does not extend to personal injury claims regarding the Certified Compostable Poop Bags.



**6.2 Effectuation of Settlement.** None of the above releases includes releases of claims to enforce the terms of the Settlement Agreement or affects 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 (including Defendant), 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 (including Defendant) 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 exhibits 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 Notice 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 expand the obligations of Defendant without Defendant's written consent.

**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 Class 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 Notice 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 Federal Rules of Civil Procedure, the Due Process Clauses of the United States Constitutions, and the local 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 in Section 6, 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 Releasing Parties 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 notice 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: (For Plaintiffs) L. Timothy Fisher, Bursor & Fisher, P.A., 1990 North California Blvd., Suite 940, Walnut Creek, CA 94596, ltfisher@bursor.com; (For Defendant) Jahmy S. Graham, Nelson Mullins Riley & Scarborough, LLP, 19191 South Vermont Avenue, Suite 900, Torrance, CA 90502, jahmy.graham@nelsonmullins.com.

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

Dated: 03/13/2024

**MEGANNE NATALE**

By: *Meganne Natale*  
Meganne Natale (Mar 13, 2024 23:10 EDT)  
Individually and as representative of the Class

Dated: 03/13/2024

**CHELSEA CHENG**

By: *CC*  
Chelsea Cheng (Mar 13, 2024 18:41 EDT)  
Individually and as representative of the Class

Dated: \_\_\_\_\_

**9199-4467 QUEBEC INC. D/B/A EARTH RATED**

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

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

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

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

Dated: \_\_\_\_\_

**MEGANNE NATALE**

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


Dated: \_\_\_\_\_

**CHELSEA CHENG**

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

Dated: 3/13/24

**9199-4467 QUEBEC INC. D/B/A EARTH RATED**

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

Name: Abby Gnanendran

Title: CEO

**IT IS SO STIPULATED BY COUNSEL:**

Dated: 03/13/2024

**BURSOR & FISHER, P.A.**

By:   
L. Timothy Fisher (Mar 13, 2024 16:38 PDT)

L. Timothy Fisher  
ltfisher@bursor.com  
Brittany S. Scott  
bscott@bursor.com  
BURSOR & FISHER, PA  
1990 North California Blvd., Suite 940  
Walnut Creek, CA 94596  
Tel: (925) 300-4455

Max S. Roberts  
mroberts@bursor.com  
BURSOR & FISHER, PA  
1330 Avenue of the Americas, 32<sup>nd</sup> Floor  
New York, NY 10019  
Tel: (646) 837-7150

*Attorneys for Plaintiffs and the Settlement Class*

Dated: \_\_\_\_\_

**NELSON MULLINS RILEY &  
SCARBOROUGH, LLP**

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

Jahmy S. Graham  
NELSON MULLINS RILEY  
& SCARBOROUGH, LLP  
jahmy.graham@nelsonmullins.com  
19191 South Vermont Avenue, Suite 900  
Torrance, CA 90502  
Tel: (424) 221-7426

*Attorneys for Defendant 9199-4467  
Quebec Inc. d/b/a Earth Rated*



**IT IS SO STIPULATED BY COUNSEL:**

Dated: \_\_\_\_\_

**BURSOR & FISHER, P.A.**

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

L. Timothy Fisher  
ltfisher@bursor.com  
Brittany S. Scott  
bscott@bursor.com  
BURSOR & FISHER, PA  
1990 North California Blvd., Suite 940  
Walnut Creek, CA 94596  
Tel: (925) 300-4455

Max S. Roberts  
mroberts@bursor.com  
BURSOR & FISHER, PA  
1330 Avenue of the Americas, 32<sup>nd</sup> Floor  
New York, NY 10019  
Tel: (646) 837-7150

*Attorneys for Plaintiffs and the Settlement Class*

Dated: 3/13/24

**NELSON MULLINS RILEY &  
SCARBOROUGH, LLP**

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

Jahmy S. Graham  
NELSON MULLINS RILEY  
& SCARBOROUGH, LLP  
jahmy.graham@nelsonmullins.com  
19191 South Vermont Avenue, Suite 900  
Torrance, CA 90502  
Tel: (424) 221-7426

*Attorneys for Defendant 9199-4467  
Quebec Inc. d/b/a Earth Rated*

**EXHIBIT A**

## Natale et al. v. 9199-4467 Quebec Inc. d/b/a Earth Rated

In the United States District Court Eastern District of New York

Case No. 2:21-cv-6775

### 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 [REDACTED], or submitted online at [www.ERCompostableSettlement.com](http://www.ERCompostableSettlement.com), on or before [REDACTED].

Please read the full notice of this settlement (available at [www.ERCompostableSettlement.com](http://www.ERCompostableSettlement.com)) 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 [www.ERCompostableSettlement.com](http://www.ERCompostableSettlement.com) and submit your claim online.

**MAIL:** [REDACTED]

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#### 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

STREET ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

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#### PART TWO: PURCHASE INFORMATION

To qualify for a payment, you must have purchased one or more units of Earth Rated Certified Compostable Poop Bags (the "Certified Compostable Poop Bags") from October 28, 2015 through [REDACTED].

#### EARTH RATED PRODUCT INFORMATION

Check here if you purchased one or more units of Certified Compostable Poop Bags between October 28, 2015, and [REDACTED]:

Check here if you are enclosing proof of purchase documentation with this claim form:

QUESTIONS? VISIT [WWW.ERCOMPOSTABLESETTLEMENT.COM](http://WWW.ERCOMPOSTABLESETTLEMENT.COM) OR CALL [REDACTED] TOLL-FREE

**NUMBER OF CERTIFIED COMPOSTABLE POOP BAGS PURCHASED**

State the total number of Certified Compostable Poop Bags you purchased. **If you are not submitting proof of purchase, you may not claim more than three (3) Certified Compostable Poop Bags:**

\_\_\_\_\_

**POTENTIAL PAYMENT\***: You may be entitled to receive a payment of \$2.00 per Certified Compostable Poop Bags purchased, up to a maximum of three (3) Certified Compostable Poop Bags if you purchased one or more units of Certified Compostable Poop Bags between October 28, 2015, and [Notice Date], **without Proof of Purchase**. You may receive a payment of \$2.00 per Certified Compostable Poop Bag purchased, **subject to no cap**, if you **submit proofs of purchase**, such as receipts, establishing each purchase during the Settlement Class Period. Packaging, including bar codes or UPCs, shall constitute Proof of Purchase only if the products you claimed to have purchased can be identified from the packaging submitted.\*\*

The payment 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

Virtual Debit Card  Email Address: \_\_\_\_\_

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

**\*\*Failure to include proof of purchase will result in the claim being reduced to \$2.00 per product, up to \$6.00. Submission of false or fraudulent information may result in the claim being rejected in its entirety.**

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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 purchased one or more units of Certified Compostable Poop Bags between October 28, 2015, and [Notice Date], and that 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.**

**EXHIBIT B**

From:  
To: JonQClassMember@domain.com  
Re: Legal Notice of Class Action Settlement

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Natale et al. v. 9199-4467 Quebec Inc. d/b/a Earth Rated*, Case No. 2:21-cv-6775  
(In the United States District Court Eastern District of New York)

This notice is to inform you of the settlement of a class action lawsuit with 9199-4467 Quebec Inc. d/b/a Earth Rated (“Earth Rated”), the “Defendant” in this case. Plaintiffs Meganne Natale and Chelsea Cheng (collectively, the “Class Representatives”) allege that they were misled into believing that Earth Rated Certified Compostable Poop Bags (the “Certified Compostable Poop Bags”) were “compostable.” Earth Rated claims these particular products are compostable. Thus, Earth Rated 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.

**Am I a Class Member?** Yes. Our records indicate you are a Settlement Class Member. Class Members are persons who purchased one or more units of Certified Compostable Poop Bags from October 28, 2015 to [the Notice Date].

**What Can I Get?** You **must** submit a Claim Form (see instructions below) to receive a share of the Settlement Fund. **If you submit a Claim Form without proof of purchase, you will receive a payment of \$2.00 per Certified Compostable Poop Bag purchased, up to \$6.00. If you submit a Claim Form with proof of purchase, you will receive a payment of \$2.00 per Certified Compostable Poop Bag purchased, subject to no cap.** These payments may be subject to *pro rata* adjustment depending on the number of valid claims that are filed. A Settlement Fund of \$825,000.00 will be established to pay all approved claims to the Settlement Class, together with notice and administration expenses, approved attorneys’ fees and costs to Class Counsel, and Service Awards to the Class Representatives.

**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].

**What are My Other Options?** You may exclude yourself from the Settlement 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 Earth Rated over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [www.ERCompostableSettlement.com](http://www.ERCompostableSettlement.com). If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments. In addition, your claims against Earth Rated and others 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 or by 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] on [date] at the Alfonse M. D'Amato Federal Building, 100 Federal Plaza, Courtroom 1030, Central Islip, New York 11722. 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 from the Settlement Fund for their services in helping to bring and settle this case. Earth Rated has agreed that Class Counsel may be paid reasonable attorneys' fees from the Settlement Fund in an amount to be determined by the Court. Class Counsel may seek no more than one-third (1/3) of the Settlement Fund, but the Court may award less than this amount.

**How Do I Get More Information?** For more information, including a more detailed Class Notice, a copy of the Settlement Agreement and other documents, go to [www.ERCompostableSettlement.com](http://www.ERCompostableSettlement.com), contact the settlement administrator by calling (800) 000-000 or by writing to Earth Rated Settlement Administrator, [address], or contact Class Counsel by calling (925) 300-4455.

**EXHIBIT C**



**UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK**

*Natale et al. v. 9199-4467 Quebec Inc. d/b/a Earth Rated*, Case No. 2:21-cv-6775

IF YOU PURCHASED ONE OR MORE UNITS OF EARTH RATED CERTIFIED COMPOSTABLE POOP BAGS BETWEEN OCTOBER 28, 2015 AND [NOTICE DATE], 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 against 9199-4467 Quebec Inc. d/b/a Earth Rated (“Earth Rated”). Plaintiffs Meganne Natale and Chelsea Cheng (collectively, the “Class Representatives”) allege that they were misled into believing that Earth Rated Certified Compostable Poop Bags (the “Certified Compostable Poop Bags”) were “compostable.” Earth Rated claims these particular products are compostable. Thus, Earth Rated 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.
- You are included if you purchased one or more units of Certified Compostable Poop Bags between October 28, 2015, and [NOTICE DATE].
- Those included in the settlement will be eligible to receive a payment from the Settlement Fund of \$2.00 per Certified Compostable Poop Bag purchased, up to \$6.00 for those Class Members without proof of purchase, and \$2.00 per Certified Compostable Poop Bag purchased, subject to no cap for those with proof of purchase.
- 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 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.
<b>DO NOTHING</b>	You <b>will not</b> 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.

QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [WWW.ERCOMPOSTABLESETTLEMENT.COM](http://WWW.ERCOMPOSTABLESETTLEMENT.COM)

## 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 Joanna Seybert of the United States District Court Eastern District of New York, is overseeing this case. The case is called *Natale et al. v. 9199-4467 Quebec Inc. d/b/a Earth Rated*, Case No. 2:21-cv-6775. The people who sued are called the Plaintiffs. The Defendant is 9199-4467 Quebec Inc. d/b/a Earth Rated.

### 2. What is a class action?

In a class action, one or more people called class representatives (in this case, Meganne Natale and Chelsea Cheng) 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?

In this lawsuit, Plaintiffs Meganne Natale and Chelsea Cheng (collectively, the “Class Representatives”) allege that they were misled into believing the Certified Compostable Poop Bags were “compostable.” Earth Rated claims that its products are compostable and were properly labeled. Thus, Earth Rated 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 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 in the United States who purchased one or more units of Earth Rated Certified Compostable Poop Bags (the “Certified Compostable Poop Bags”) during the class period which extends from October 28, 2015 to [the Notice Date], excluding persons who purchased for the purpose of resale or for purposes other than personal use.

## THE SETTLEMENT BENEFITS

### 6. What does the settlement provide?

**Monetary Relief:** If approved, a Settlement Fund will be created totaling \$825,000.00 Settlement Class Member payments, and the cost to administer the settlement, the cost to inform people about the settlement, attorneys’ fees, costs and expenses, and awards to the Class Representatives will also come out of this fund (*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](#).

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

You **must** submit a Claim Form (see instructions below) to receive a share of the Settlement Fund. **If you submit a Claim Form without proof of purchase, you will receive a payment of \$2.00 per Certified Compostable Poop Bag purchased, up to \$6.00. If you submit a Claim Form with proof of purchase, you will receive a payment of \$2.00 per Certified Compostable Poop Bag purchased, subject to no cap.** Those awards 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 an emailed virtual debit card 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](#), or by printing and mailing in a paper Claim Form, copies of which are available for download [here](#). Claim Forms must be submitted online by 11:59 p.m. CT 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, distributors, retailers, representatives, and others 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 Settlement Website by clicking [here](#).

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.

## 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 or by 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 attorneys’ fees and costs may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third (1/3) of the Settlement Fund in attorneys’ fees as well

as reimbursement of Class Counsel's costs and expenses incurred on behalf of Plaintiffs and the Class. 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](#) or by mailing or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *Natale et al. v. 9199-4467 Quebec Inc. d/b/a Earth Rated*, Case No. 2:21-cv-6775 settlement. Your letter or request for exclusion must also include your name, your address, that you purchased Certified Compostable Poop Bags from October 28, 2015 to **[Notice Date]**, 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:

**Earth Rated Compostable Settlement**  
c/o JND Legal Administration  
**P.O Box 0000**  
**Seattle, WA 98111**

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

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 Fund.

## 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 *Natale et al. v. 9199-4467 Quebec Inc. d/b/a Earth Rated*, Case No. 2:21-cv-6775 and identify all your reasons for your objections (including citations to relevant laws and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, the basis upon which you claim to be a Class Member (either verification under oath of the date and location of a purchase of Certified Compostable Poop Bags within the Settlement Class Period or a receipt reflecting such purchase), the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your 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 Joanna Seybert Alfonse M. D’Amato Federal Building, 100 Federal Plaza, Courtroom 1030 Central Islip, New York 11722	L. Timothy Fisher Bursor & Fisher P.A. 1990 North California Blvd., Ste 940 Walnut Creek, CA 94596	Jahmy S. Graham Nelson Mullins Riley & Scarborough, LLP 19191 South Vermont Ave., Suite 900 Torrance, CA 90502

**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**

QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [WWW.ERCOMPOSTABLESETTLEMENT.COM](http://WWW.ERCOMPOSTABLESETTLEMENT.COM)

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

The Court will hold the Final Approval Hearing at [time] on [date] at the Alfonse M. D’Amato Federal Building, 100 Federal Plaza, Courtroom 1030, Central Islip, New York 11722. 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 [www.ERCompostableSettlement.com](http://www.ERCompostableSettlement.com) 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 *Natale et al. v. 9199-4467 Quebec Inc. d/b/a Earth Rated*, Case No. 2:21-cv-6775.” 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 [www.ERCompostableSettlement.com](http://www.ERCompostableSettlement.com). You may also write with questions to Earth Rated Compostable Settlement, c/o JND Legal Administration, P.O.

**QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT [WWW.ERCOMPOSTABLESETTLEMENT.COM](http://WWW.ERCOMPOSTABLESETTLEMENT.COM)**

Box 0000, Seattle, WA 98111. You can call the Settlement Administrator at (800) 000-0000 or Class Counsel at (925) 300-4455, 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 [WWW.ERCOMPOSTABLESETTLEMENT.COM](http://WWW.ERCOMPOSTABLESETTLEMENT.COM)



**EXHIBIT D**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

MEGANNE NATALE and CHELSEA CHENG,  
on behalf of themselves and all others similarly  
situated,

Plaintiffs,

v.

9199-4467 QUEBEC INC. d/b/a EARTH  
RATED,

Defendant.

Case No. 2:21-cv-6775-JS-SIL

**STIPULATION REGARDING  
UNDERTAKING RE: ATTORNEYS'  
FEES AND COSTS**

Plaintiffs Meganne Natale and Chelsea Cheng (collectively, “Plaintiffs”), and Defendant 9199-4467 Quebec Inc. d/b/a Earth Rated (“Defendant”) (with Plaintiffs, 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 attorney fees and costs, 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, each of the undersigned counsel, on behalf of themselves as individuals and as agents for their law firm, hereby submit themselves and their respective law firms 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.

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

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 is voided, rescinded, or otherwise terminated for any other reason, the Firm shall, within fourteen (14) days of such occurrence, repay to Defendant or Defendant's insurers, based upon written instructions provided by Defendant's Counsel, the full amount of the attorneys' fees and costs paid to the Firm from the Settlement Fund, including any accrued interest.

In the event the attorneys' fees and costs awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, the Firm shall within fourteen (14) days of such occurrence, repay to Defendant or Defendant's insurers, based upon written instructions provided by Defendant's Counsel, the attorneys' fees and costs and any other amounts paid to the Firm and/or the named plaintiffs and/or class representatives from the Settlement Fund 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 or Defendant's insurers any of attorneys' fees, costs, or any other amounts paid to the Firm and/or the named plaintiffs and/or class representatives that are owed to it pursuant to this Undertaking, the Court shall, upon application of Defendant, and notice to the Firm, summarily issue orders, including but not limited to

judgments and attachment orders against each of the Firm, and may make appropriate findings for sanctions for contempt of court.

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

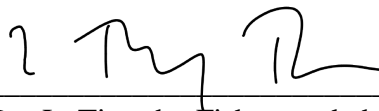
This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile shall be as effective as original signatures.

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: March 13, 2024

BURSOR & FISHER, P.A.



By: L. Timothy Fisher, on behalf of Bursor & Fisher,  
P.A. Attorneys for Plaintiffs and Class Counsel

Dated: March 14, 2024

NELSON MULLINS RILEY & SCARBOROUGH LLP



By: Jahmy S. Graham  
Attorneys for Defendant 9199-4467 Quebec Inc.  
d/b/a Earth Rated

# EXHIBIT 2

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

MEGANNE NATALE and CHELSEA  
CHENG, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

9199-4467 QUEBEC INC., d/b/a EARTH  
RATED,

Defendant.

Case No. 2:21-cv-6775-JS-SIL

Hon. Joanna Seybert

**ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiffs Meganne Natale and Chelsea Cheng in this action have filed an unopposed motion for preliminary approval of a Class Action Settlement (the “Settlement”), conditional certification of the Settlement Class for settlement purposes, appointment of Class Counsel and Class Representatives for settlement purposes, approval of the Notice Plan for providing Class Notice, and approval of the proposed Settlement Administrator. The Court has reviewed and considered the Settlement Agreement and the accompanying exhibits.

IT IS HEREBY ORDERED as follows:

1. Defined Terms. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

2. Preliminary Approval of Settlement: The Court preliminarily approves the Settlement, and the Settlement’s terms, as fair, reasonable, and adequate under Rule 23, subject to further consideration at the Final Approval Hearing described below. The Court also preliminarily

finds that the Settlement Agreement has been reached as a result of an arm's-length negotiations of disputed claims.

3. Class Definition: Pursuant to **Fed. R. Civ. P. 23**, the Court preliminarily certifies, solely for purposes of effectuating the Settlement, the following Settlement Class:

all persons in the United States who purchased one or more units of Earth Rated Certified Compostable Poop Bags (the "Certified Compostable Poop Bags") during the class period which extends from October 28, 2015 through the date of class notice (the "Class Period"), excluding persons who purchased for the purpose of resale or for purposes other than personal use.

4. Class Representatives and Class Counsel: The Court preliminarily appoints the law firm of Bursor & Fisher, P.A. as Class Counsel for the Settlement Class. The Court preliminarily appoints Meganne Natale and Chelsea Cheng as the Class Representatives.

5. Preliminary Class Certification for Settlement Purposes Only: The Court preliminarily finds, solely for purposes of the Settlement, that the Rule 23 criteria for certification of the Settlement Class exists in that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class; (d) the Class Representatives and Class Counsel have and will continue to fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy.

6. In addition, the Court finds that preliminary certification of the Settlement Class is appropriate when balanced against the risks and delays of further litigation.

7. Class Notice: The Court approves the form and content of the proposed Email Notice and Website Notice (Exhibits B-C to the Settlement Agreement) and Claim Form (Exhibit

A to the Settlement Agreement). The Court further finds that the method of dissemination of notice to the Settlement Class, in the manner set forth in the Settlement Agreement, as well as the establishment of a settlement website, satisfies Rule 23, due process, and constitutes the best notice practicable under the circumstances. The Notice Plan set forth in the Settlement is reasonably calculated to apprise the Settlement Class of the pendency of the Action, the class certification for settlement purposes only, the terms of the Settlement and benefits afforded, the Settlement Class Members' rights including the right to opt-out of or object to the Settlement and the deadlines and procedures for doing so, the deadline, procedures and requirements for submitting a claim for monetary compensation pursuant to the Settlement, Class Counsel's application for the Fee Award and Service Awards for the named Plaintiffs, the time, place and right to appear at the Final Approval Hearing, and other pertinent information about the Settlement and the Settlement Class Members' rights. The Court authorizes the Parties to make non-material modifications to the Class Notice and Claim Form prior to mailing if they jointly agree that any such changes are appropriate.

8. No later than the date specified in Paragraph 21 below, the Settlement Administrator shall provide notice to the Settlement Class pursuant to the terms of the Agreement. The Parties shall coordinate with the Settlement Administrator to provide notice to the Settlement Class pursuant to the terms set forth therein.

9. Administration: The Court appoints JND Legal Administration as the Settlement Administrator. The Settlement Administrator is directed to perform all settlement administration duties set forth in, and pursuant to the terms and time periods of, the Settlement, including mailing of the CAFA Notice, implementing and maintaining the Settlement Website, disseminating notice to the Settlement Class, the processing, review and determination of timely submitted and proper



claims under the Settlement, and the submission of any declarations and other materials to counsel and the Court, as well as any other duties required under the Settlement Agreement.

10. Exclusion from Class. Any Class Member who wishes to be excluded from the Class must send to the Settlement Administrator a Request for Exclusion either by (1) U.S. Mail postmarked no later than the Objection/Exclusion Deadline or (2) electronic submission. The Request for Exclusion must be from the Settlement Class Member and include (a) their full name; (b) current address; (c) a clear statement communicating that they elect to be excluded from the Settlement Class, do not wish to be a Settlement Class Member, and elect to be excluded from any judgment entered pursuant to the Settlement; (d) their signature; and (e) the case name and case number of the Action. A Settlement Class Member can exclude only himself or herself from the Settlement Class, and shall not be allowed to request that another individual or group be excluded. “Mass” or “class” opt-outs are not permitted. Any request for exclusion must be sent to the Settlement Administrator no later than the Objection/Exclusion Deadline, which is specified in Paragraph 21 below. Not later than seven (7) business days before the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel and Defendant’s Counsel a complete list of Settlement Class Members requesting exclusion from the Settlement together with copies of the requests for exclusion, to be filed with the Court by Class Counsel.

11. If the proposed Settlement is finally approved, any potential Settlement Class Member who has not submitted a timely written request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement Approval Order and Final Judgment, even if the potential Settlement Class Member previously initiated or subsequently initiates any litigation against any or all of the Released Parties relating to Released Claims. All persons or entities who properly exclude themselves from the Settlement Class shall

not be Settlement Class Members and shall relinquish their rights or benefits under the Settlement, should it be approved, and may not file an objection to the Settlement or be entitled to any settlement benefits.

12. Objections: Any Settlement Class Member who has not filed a timely written request for exclusion may object to the fairness, adequacy, or reasonableness of the Settlement, the requested Fee Award, and/or Plaintiffs' Service Awards.

13. Any Class Member who wishes to object to the Settlement Agreement must timely serve a written objection to the Settlement Administrator by the Objection/Exclusion Deadline, which is specified in Paragraph 21 below. The objection must: (1) contain a caption or title that identifies it as an "Objection to Class Settlement in *Natale et al. v. 9199-4467 Quebec Inc. d/b/a Earth Rated*"; (2) contain contact and address information for the objecting Settlement Class Member; (3) provide documents sufficient to establish the person's standing as a Settlement Class Member (either verification under oath of the date and location of a purchase of Certified Compostable Poop Bags within the Class Period or a receipt reflecting such purchase); (4) provide a written statement of all grounds for the objection accompanied by any legal support for such objection; (5) provide all facts supporting the objection and the legal grounds on which the objection is based, including all citations to legal authority and evidence supporting the objection; and (6) provide 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.

14. Any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing to explain why the proposed Settlement should not be approved as fair, reasonable, and adequate, or to object to any motion by Class Counsel for the Fee Award or

Service Awards. To appear, the objecting Settlement Class Member must, by the deadline set by the Court, file with the Clerk of the Court and serve upon all counsel designated in the Class Notice, a Notice of Intention to Appear at the Final Approval Hearing. The Notice of Intention to Appear must include copies of any papers, exhibits or other evidence and the identity of witnesses that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) intends to present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not provide a timely Notice of Intention to Appear in accordance with the deadline and other requirements set forth in this Settlement Agreement and Class Notice shall be deemed to have waived any right to appear, in person or by counsel, at the Final Approval Hearing.

15. Any Settlement Class Member who has not properly filed a timely objection in accordance with the deadline and requirements set forth in this Order and Class Notice shall be deemed to have waived any objections to the Settlement and any adjudication or review of the Settlement by appeal or otherwise.

16. Preliminary Injunction. All Settlement Class Members and/or their representatives who do not timely and properly exclude themselves from the Settlement Class are barred and enjoined from directly, indirectly, derivatively, in a representative capacity, or in any other capacity filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting, or continuing any action in any forum (state or federal) as individuals, class members, putative class members, or otherwise against the Released Parties (as defined in the Settlement) in any court or tribunal asserting any of the Released Claims (as defined in the Settlement), and/or from receiving any benefits from any lawsuit other than this one, administrative or regulatory proceeding, or order in any jurisdiction, arising out of, based on, or relating to the Released Claims.

In addition, all such persons are hereby barred and enjoined from filing, commencing, or prosecuting a lawsuit against Defendant (or against any of the Released Parties) as a class action, a separate class, or group for purposes of pursuing a putative class action (including by seeking to amend a pending complaint to include class allegations or by seeking class certification in a pending action in any jurisdiction) on behalf of Settlement Class Members who do not timely exclude themselves from the Settlement Class, arising out of, based on, or relating to the Released Claims. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this preliminary injunction is necessary and appropriate in aid of the Court's continuing jurisdiction and authority over the Action.

17. Termination of Settlement. If the Court does not grant final approval to the Settlement, or for any reason the Parties fail to obtain a Settlement Approval Order and Final Judgment as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, or the Final Settlement Approval Date does not occur for any reason, then the Parties shall be restored to their respective pre-settlement positions in the Action, including with regard to any agreements concerning tolling and similar agreements, and this entire Settlement shall be null and void, shall have no further force and effect with respect to any Party in the Action, and shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification, or maintenance of any purported class or Defendant's liability with respect to the claims that are, were or could have been asserted in the Action. In the event of such, this Settlement and all negotiations, proceedings, documents prepared, and statements made in connection with it shall be without prejudice to the Parties, and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law, and shall

not be used in any manner for any purpose, and all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

18. In the event of termination, the terminating Party shall cause the Settlement Administrator to post information regarding the termination on the Settlement Website.

19. Alteration of Exhibits. Class Counsel and Defendant’s Counsel are hereby authorized to use all reasonable procedures to further the administration of the Settlement that are not materially inconsistent with this Order or the Settlement, including making, without further approval of the Court, minor changes to the form or content of the Notice Plan and other exhibits that they jointly agree are reasonable or necessary.

20. Retaining Jurisdiction. This Court shall maintain continuing jurisdiction over these settlement proceedings to ensure the effectuation thereof for the benefit of the Settlement Class, and for any other necessary purpose.

21. Settlement Deadlines. Based on the foregoing, the Court sets the schedule below for the Final Approval Hearing and the actions which must precede it. If any deadline set forth in this Order falls on a weekend or federal holiday, then such deadline shall extend to the next business day. These deadlines may be extended by order of the Court, for good cause shown, without further notice to the Settlement Class. Settlement Class Members must check the Settlement website regularly for updates and further details regarding this Settlement:

<u>Event</u>	<u>Suggested Date/Deadline Pursuant To Settlement</u>	<u>Date Ordered By Court</u>
Notice Date	30 days after the Preliminary Approval Order	June 13, 2024
Motion for Final Approval of Settlement	45 days prior to Final Approval Hearing	September 9, 2024
Application for the Fee Award and Service Awards	45 days prior to Final Approval Hearing	September 9, 2024



<b><u>Event</u></b>	<b><u>Suggested Date/Deadline Pursuant To Settlement</u></b>	<b><u>Date Ordered By Court</u></b>
Objection/Exclusion Deadline	30 days prior to Final Approval Hearing	September 23, 2024
Deadline to submit notices of appearance for the Final Approval Hearing	30 days prior to Final Approval Hearing	September 23, 2024
Reply in Support of Final Approval Motion and responses to any objections	7 days prior to Final Approval Hearing	October 16, 2024
Reply in Support of Application for Fee Award and Service Awards and responses to any objections	7 days prior to Final Approval Hearing	October 16, 2024
Class Counsel submits declaration(s) from the Settlement Administrator (1) stating the number of claims, requests for exclusion, and objections to date and (2) attesting that Class Notice was disseminated in a manner consistent with the Settlement or otherwise required by the Court.	7 days prior to Final Approval Hearing	October 16, 2024
Final Approval Hearing	132 days after Notice Date, or as soon thereafter as may be heard by the Court	October 23, 2024
Claims Deadline	45 days after Settlement Approval Order and Final Judgment	December 9, 2024

IT IS SO ORDERED, on May 14, 2024

(date)

/s/ JOANNA SEYBERT  
 The Honorable Joanna Seybert  
 United States District Judge

# EXHIBIT 3

**Earth Rated Lodestar**

<b>ATTY</b>	<b>HOURS</b>	<b>RATE</b>	<b>TOTAL</b>
LTF	20.1	\$ 1,100.00	\$22,110.00
NJD	0.2	\$ 850.00	\$170.00
MSR	70.2	\$ 550.00	\$38,610.00
BSS	55.3	\$ 550.00	\$30,415.00
JBG	50.8	\$ 400.00	\$20,320.00
SC	42.2	\$ 400.00	\$16,880.00
RSR	0.7	\$ 350.00	\$245.00
EMW	4.3	\$ 350.00	\$1,505.00
JMF	7.9	\$ 300.00	\$2,370.00
TEC	1.1	\$ 300.00	\$330.00
	<b>252.8</b>		<b>\$132,955.00</b>



DATE	MATTER	ATTY	DESCRIPTION	TIME	RATE	AMOUNT
2021.09.14	Earth Rated	BSS	Reviewed email re: new matter (0.2); Conf. w/ MSR re: demand (0.1); Drafted Demand (0.2)	0.40	\$ 550.00	\$ 220.00
2021.09.15	Earth Rated	BSS	Drafted demand letter (0.3); Reviewed redlines re: same (0.1); Conf. w/ MSR re: mail issue (0.1)	0.50	\$ 550.00	\$ 275.00
2021.09.16	Earth Rated	BSS	Reviewed and responded to email re: demand (0.1)	0.10	\$ 550.00	\$ 55.00
2021.09.30	Earth Rated	BSS	Conf. w/ MSR re: meeting scheduling (0.1)	0.10	\$ 550.00	\$ 55.00
2021.10.04	Earth Rated	BSS	Reviewed article re: Earth Rated false advertising (0.1)	0.10	\$ 550.00	\$ 55.00
2021.10.04	Earth Rated	BSS	Conf. w/ MSR & TC re: next steps (0.1)	0.10	\$ 550.00	\$ 55.00
2021.10.12	Earth Rated	BSS	Conf. w/ MSR re: complaint (0.2); Reviwed and revised complaint (0.7); Reviewed emails re: client authorization (0.1)	1.00	\$ 550.00	\$ 550.00
2021.10.15	Earth Rated	BSS	Reviewed demand response letter (0.1); Conf. w/ MSR re: same (0.1)	0.20	\$ 550.00	\$ 110.00
2021.10.18	Earth Rated	BSS	Emailed Def. Counsel re: call scheduling (0.1); Reviewed and responded to emails re: same (0.1); Calendared call (0.1)	0.30	\$ 550.00	\$ 165.00
2021.10.20	Earth Rated	BSS	Prepared for call w/ Def. Counsel (0.1); Conf. w/ MSR re: same (0.1); Call w/ Def. Counsel re: Response letter (0.5); Conf. w/ MSR re: same (0.3); Conf. w/ TC re: contacting clients (0.2); Reviewed and revised complaint (0.1); Conf. w/ MSR re: same (0.1)	1.40	\$ 550.00	\$ 770.00
2021.10.26	Earth Rated	BSS	Review complaint (0.2); Conf. w/ JDS re: class definitions (0.1)	0.30	\$ 550.00	\$ 165.00
2021.10.28	Earth Rated	BSS	Reviewed email re: complaint filing (0.1); Emailed RSR re: ECF notices (0.1); Reviewed email re: service (0.1)	0.30	\$ 550.00	\$ 165.00
2021.11.01	Earth Rated	BSS	Reviewed emails re: waiver of service (0.1)	0.10	\$ 550.00	\$ 55.00
2021.11.08	Earth Rated	BSS	Conf. w/ MSR re: service (0.1); Reviewed email re: same (0.1); Conf. w/ MSR re: call availability (0.1)	0.30	\$ 550.00	\$ 165.00
2021.11.09	Earth Rated	BSS	Conf. w/ MSR re: Earth Rated call (0.2)	0.20	\$ 550.00	\$ 110.00
2021.11.10	Earth Rated	BSS	Reviewed emails re: call scheduling (0.1); Conf. w/ MSR re: same (0.2)	0.30	\$ 550.00	\$ 165.00
2021.11.17	Earth Rated	BSS	Reviewed email re: waiver of service (0.1); Conf. w/ LTF & MSR re: amendment and service (0.3); Reviewed and revised letter to Court re: amendment (0.1)	0.50	\$ 550.00	\$ 275.00
2021.11.26	Earth Rated	BSS	Conf. w/ MSR re: opposition to letter mtn re: amendment (0.1)	0.10	\$ 550.00	\$ 55.00
2021.11.29	Earth Rated	BSS	Conf. w/ MSR re: next steps (0.1)	0.10	\$ 550.00	\$ 55.00
2021.12.02	Earth Rated	BSS	Conf. w/ MSR re: next steps (0.1)	0.10	\$ 550.00	\$ 55.00
2021.12.06	Earth Rated	BSS	Reviewed email re: call availability (0.1); Conf. w/ MSR & LTF re: call w/ Def. Counsel (0.4)	0.50	\$ 550.00	\$ 275.00
2021.12.07	Earth Rated	BSS	Reviewed and responded to email re: hague service (0.1); Reviewed order re: mtn to amend (0.1); Reviewed ECF notices re: dismissal and refiling (0.2)	0.40	\$ 550.00	\$ 220.00
2021.12.14	Earth Rated	BSS	Emailed JF re: service (0.1); Emailed EW re: PHV Apps (0.1)	0.20	\$ 550.00	\$ 110.00
2021.12.15	Earth Rated	BSS	Reviewed and responded to email re: service (0.3)	0.30	\$ 550.00	\$ 165.00
2022.01.04	Earth Rated	BSS	Emailed EW re: PHV apps (0.1); Reviewed same (0.1); Reviewed and responded to email from Defr.	0.20	\$ 550.00	\$ 110.00
2022.01.05	Earth Rated	BSS	Reviewed documents re: service (0.1)	0.10	\$ 550.00	\$ 55.00
2022.01.06	Earth Rated	BSS	Reviewed and responded to email re: edits to First Legal Documents (0.1)	0.10	\$ 550.00	\$ 55.00
2022.01.07	Earth Rated	BSS	Reviewed and responded to email re: service status (0.1); Conf. w/ JF re: declaration for extension (0.2)	0.30	\$ 550.00	\$ 165.00
2022.01.11	Earth Rated	BSS	Conf. w/ JF re: extension of service decl. (0.1)	0.10	\$ 550.00	\$ 55.00
2022.01.12	Earth Rated	BSS	Conf. w/ MSR re: extension declaration (0.1)	0.10	\$ 550.00	\$ 55.00
2022.01.14	Earth Rated	BSS	Reviewed decl. re: extension for service (0.1)	0.10	\$ 550.00	\$ 55.00
2022.01.18	Earth Rated	BSS	Notarized PHV app (0.1); Conf. w/ JF re: same (0.1); Conf. w/ MSR re: mtn for extension of service (0.1)	0.30	\$ 550.00	\$ 165.00
2022.01.19	Earth Rated	BSS	Conf. w/ MSR re: service (0.1); Reviewed emails re: same (0.1)	0.20	\$ 550.00	\$ 110.00
2022.01.20	Earth Rated	BSS	Reviewed PHV app order & emailed EW re: NOA (0.1)	0.10	\$ 550.00	\$ 55.00
2022.02.01	Earth Rated	BSS	Reviewed email re: service issue (0.1); Emailed JF re: same (0.1)	0.20	\$ 550.00	\$ 110.00

2022.02.02	Earth Rated	BSS	Conf. w/ JF re: service issue (0.1)	0.20	\$	550.00	\$	110.00
2022.02.03	Earth Rated	BSS	Reviewed ECF & emailed EW re: same (0.1)	0.10	\$	550.00	\$	55.00
2022.02.03	Earth Rated	BSS	Reviewed and responded to email re: service (0.1)	0.10	\$	550.00	\$	55.00
2022.02.09	Earth Rated	BSS	Reviewed and responded to emails re: service (0.3)	0.30	\$	550.00	\$	165.00
2022.02.11	Earth Rated	BSS	Reviewed email re: service (0.1)	0.10	\$	550.00	\$	55.00
2022.03.01	Earth Rated	BSS	Conf. w/ MSR re: service letter (0.1)	0.10	\$	550.00	\$	55.00
2022.03.07	Earth Rated	BSS	Reviewed ecf notice re: service update (0.1)	0.10	\$	550.00	\$	55.00
2022.03.08	Earth Rated	BSS	Reviewed ECF notice re: status report (0.1); Updated calendar and status sheet (0.1)	0.20	\$	550.00	\$	110.00
2022.03.25	Earth Rated	BSS	Conf. w/ MSR re: PML Opp (0.3); Drafted PML Opp (1)	1.30	\$	550.00	\$	715.00
2022.03.28	Earth Rated	BSS	Conf. w/ NJD re: Green Guides (0.2); Drafted PML Opp (2); Reviewed redlines to same (0.1); Reviewed and responded to emails re: same (0.1)	2.40	\$	550.00	\$	1,320.00
2022.04.11	Earth Rated	BSS	Reviewed email re: PML hearing (0.1); Conf. w/ MSR re: same (0.1)	0.20	\$	550.00	\$	110.00
2022.04.18	Earth Rated	BSS	Reviewed ECF notice re: pre-motion conference (0.1); Conf. w/ MSR re: same (0.1)	0.20	\$	550.00	\$	110.00
2022.04.18	Earth Rated	BSS	Confer w/ BSS re: PMC	0.10	\$	550.00	\$	55.00
2022.04.26	Earth Rated	BSS	Conf. w/ MSR re: service (0.1); Reviewed email re: same (0.1)	0.20	\$	550.00	\$	110.00
2022.05.04	Earth Rated	BSS	Conf. w/ MSR re: PML hearing (0.2)	0.20	\$	550.00	\$	110.00
2022.05.05	Earth Rated	BSS	Conf. w/ MSR re: PML hearing (0.3); Revised FACE (0.2)	0.50	\$	550.00	\$	275.00
2022.05.06	Earth Rated	BSS	Conf. w/ MSR re: FAC (0.2); Reviewed same (0.1)	0.30	\$	550.00	\$	165.00
2022.06.06	Earth Rated	BSS	Conf. w/ MSR re: MTD (0.2)	0.20	\$	550.00	\$	110.00
2022.06.07	Earth Rated	BSS	Reviewed and analyzed MTD (0.5); Conf. w/ JBG re: same (0.2); Emailed JBG re: MTD Opp Materials (0.2); Conf. w/ JBG re: same (0.2); Conf. w/ MSR re: same (0.2)	1.30	\$	550.00	\$	715.00
2022.06.10	Earth Rated	BSS	Reviewed and revised MTD Opp (0.6); Conf. w/ MSR re: same (0.4); Conf. w/ JBG re: same (0.2)	1.20	\$	550.00	\$	660.00
2022.06.13	Earth Rated	BSS	Conf. w/ SC re: MTD OPP (0.2)	0.20	\$	550.00	\$	110.00
2022.06.15	Earth Rated	BSS	Conf. w/ MSR re: MTD Opp (0.2); Conf. w/ SC re: standing argument (0.1)	0.30	\$	550.00	\$	165.00
2022.06.16	Earth Rated	BSS	Conf. w/ MSR re: MTD Opp (0.1); Conf. w/ JBG re: same (0.3); Conf. w/ JBG & SC re: MTD Opp (0.1); Revised and redlined same (0.6); Conf. w/ SC re: same (0.1)	1.20	\$	550.00	\$	660.00
2022.06.17	Earth Rated	BSS	Conf. w/ MSR re: MTD Opp (0.3); Emailed SC re: same (0.1)	0.40	\$	550.00	\$	220.00
2022.06.21	Earth Rated	BSS	Reviewed Standing section of MTD Opp (0.1); Conf. w/ SC re: Fraud Section (0.1); Conf. w/ MSR re: MTD Opp (0.2)	0.40	\$	550.00	\$	220.00
2022.06.22	Earth Rated	BSS	Reviewed and revised express warranty MTD Opp (0.5); Emailed JBG re: same (0.1); Emailed SC re: fraud briefing (0.2); Conf. w/ MSR re: sales data (0.2)	1.00	\$	550.00	\$	550.00
2022.06.27	Earth Rated	BSS	Conf. w/ JBG re: MTD Opp (0.1); Conf. w/ JBG re: MMWA Arguement (0.1); Reviewed and revised Fraud Section (0.6)	0.80	\$	550.00	\$	440.00
2022.06.30	Earth Rated	BSS	Conf. w/ JBG re: MMWA (0.1); Conf. w/ MSR re MTD Opp (0.1)	0.20	\$	550.00	\$	110.00
2022.07.05	Earth Rated	BSS	Reviewed and revised MTD Opp (1.8); Conf. w/ MSR re: same (0.1)	1.90	\$	550.00	\$	1,045.00
2022.07.06	Earth Rated	BSS	Reviewed emails re: MTD Opp Filing (0.1)	0.10	\$	550.00	\$	55.00
2022.07.21	Earth Rated	BSS	Conf. w/ MSR re: MTD Reply (0.1)	0.10	\$	550.00	\$	55.00
2022.07.22	Earth Rated	BSS	Reviewed ECF notice re: MTD Reply (0.1)	0.10	\$	550.00	\$	55.00
2022.09.27	Earth Rated	BSS	Conf. w/ MSR re: supp. authority (0.1)	0.10	\$	550.00	\$	55.00
2023.07.28	Earth Rated	BSS	Conf. w/ MSR re: MTD Order (0.1)	0.10	\$	550.00	\$	55.00
2023.07.31	Earth Rated	BSS	Reviewed and analyzed MTD Order (0.8); Reviewed standing orders re: scheduling (0.1); Conf. w/ MSR re: next steps (0.1)	1.00	\$	550.00	\$	550.00
2023.08.02	Earth Rated	BSS	Conf. w/ LTF re: next steps (0.2)	0.20	\$	550.00	\$	110.00
2023.08.10	Earth Rated	BSS	Reviewed and responded to emails re: next steps (0.2)	0.20	\$	550.00	\$	110.00
2023.08.14	Earth Rated	BSS	Reviewed emails re: call scheduling (0.1)	0.10	\$	550.00	\$	55.00
2023.08.16	Earth Rated	BSS	Conf. w/ LTF re: call (0.1); Emailed Def. Counsel re: scheduling (0.1)	0.20	\$	550.00	\$	110.00

2023.08.17	Earth Rated	BSS	Reviewed and responded to emails re: call scheduling (0.1)	0.10	\$	550.00	\$	55.00
2023.08.22	Earth Rated	BSS	Conf. w/ MSR re: status (0.1); Call w/ Def. Counsel (0.2); Conf. w/ LTF re: next steps (0.1)	0.40	\$	550.00	\$	220.00
2023.08.28	Earth Rated	BSS	Conf. w/ team re: next steps (0.1)	0.10	\$	550.00	\$	55.00
2023.08.29	Earth Rated	BSS	Review email re: status (0.1)	0.10	\$	550.00	\$	55.00
2023.09.01	Earth Rated	BSS	Reviewed and responded to email re: call scheduling (0.2)	0.20	\$	550.00	\$	110.00
2023.09.06	Earth Rated	BSS	Call w/ Def. Counsel re: settlement (0.2); Call w/ team re: same (0.2); Reviewed and responded to email re: next steps (0.1)	0.50	\$	550.00	\$	275.00
2023.09.07	Earth Rated	BSS	Reviewed and responded to email re: CMC (0.1)	0.10	\$	550.00	\$	55.00
2023.09.11	Earth Rated	BSS	Emailed Def. Counsel re: Joint Letter (0.1); Reviewed same (0.2)	0.30	\$	550.00	\$	165.00
2023.09.12	Earth Rated	BSS	Reviewed and analyzed ECF notice (0.2)	0.20	\$	550.00	\$	110.00
2023.09.19	Earth Rated	BSS	Emailed Def. Counsel re: settlement (0.1)	0.10	\$	550.00	\$	55.00
2023.09.20	Earth Rated	BSS	Conf. w/ LTF re: settlement email (0.1); Reviewed and responded to same (0.1)	0.20	\$	550.00	\$	110.00
2023.09.29	Earth Rated	BSS	Emailed Def. Counsel re: discovery and confidentiality agreement (0.1)	0.10	\$	550.00	\$	55.00
2023.10.02	Earth Rated	BSS	Reviewed and responded to email re: settlement (0.1)	0.10	\$	550.00	\$	55.00
2023.10.03	Earth Rated	BSS	Reviewed and revised confidentiality agreement (0.2); Emailed Def. re: same (0.1)	0.30	\$	550.00	\$	165.00
2023.10.06	Earth Rated	BSS	Reviewed and responded to email re: confidentiality agreement (0.2)	0.20	\$	550.00	\$	110.00
2023.10.10	Earth Rated	BSS	Reviewed and responded to email re: confidentiality agreement (0.1)	0.10	\$	550.00	\$	55.00
2023.10.11	Earth Rated	BSS	Reviewed and responded to email re: sales figures (0.1)	0.10	\$	550.00	\$	55.00
2023.10.18	Earth Rated	BSS	Conf. w/ team re: sales data (0.2)	0.20	\$	550.00	\$	110.00
2023.10.19	Earth Rated	BSS	Conf. w/ team re: settlement demand (0.1)	0.10	\$	550.00	\$	55.00
2023.10.20	Earth Rated	BSS	Drafted term sheet (0.7); Emailed Def. re: same (0.1)	0.80	\$	550.00	\$	440.00
2023.10.27	Earth Rated	BSS	Emailed Def. Counsel re: status (0.1)	0.10	\$	550.00	\$	55.00
2023.10.31	Earth Rated	BSS	Reviewed and responded to email re: settlement status (0.1)	0.10	\$	550.00	\$	55.00
2023.11.09	Earth Rated	BSS	Conf. w/ team re: call (0.1); Reviewed emails re: same (0.1); Conf. w/ team re: settlement offer (0.2)	0.20	\$	550.00	\$	110.00
2023.11.13	Earth Rated	BSS	Emailed Kroll re: estimate (0.3)	0.30	\$	550.00	\$	165.00
2023.11.15	Earth Rated	BSS	Prepared for call w/ Kroll (0.1); Call w/ Kroll re: estimate (0.2); Conf. w/ team re: same (0.2)	0.50	\$	550.00	\$	275.00
2023.11.21	Earth Rated	BSS	Emailed Def. Counsel re: schedule (0.1)	0.10	\$	550.00	\$	55.00
2023.11.27	Earth Rated	BSS	Drafted extension request (0.3)	0.30	\$	550.00	\$	165.00
2023.11.28	Earth Rated	BSS	Reviewed email re: extension letter (0.1); Conf. w/ LTF re: admin estimate (0.1); Conf. w/ MSR & LTF re: same (0.4)	0.70	\$	550.00	\$	385.00
2023.11.29	Earth Rated	BSS	Reviewed order re: CMC (0.1)	0.10	\$	550.00	\$	55.00
2023.11.30	Earth Rated	BSS	Reviewed and responded to email re: RG2 (0.1)	0.10	\$	550.00	\$	55.00
2023.12.01	Earth Rated	BSS	Reviewed JND proposal (0.2)	0.20	\$	550.00	\$	110.00
2023.12.04	Earth Rated	BSS	Conf. w/ MSR re: RG2 (0.1)	0.10	\$	550.00	\$	55.00
2023.12.06	Earth Rated	BSS	Reviewed and responded to email re: direct notice (0.1)	0.10	\$	550.00	\$	55.00
2023.12.11	Earth Rated	BSS	Reviewed and responded to email re: settlement (0.1)	0.10	\$	550.00	\$	55.00
2023.12.12	Earth Rated	BSS	Conf. w/ LTF re: settlement negotiations (0.2); Call w/ MSR re: same (0.1)	0.20	\$	550.00	\$	110.00
2024.01.16	Earth Rated	BSS	Emailed Def. counsel re: term sheet (0.2)	0.20	\$	550.00	\$	110.00
2024.01.18	Earth Rated	BSS	Emailed Def. re: settlement (0.1)	0.10	\$	550.00	\$	55.00
2024.01.19	Earth Rated	BSS	Reviewed and responded to messages re: settlement (0.1); Reviewed redlines to term sheet (0.2)	0.30	\$	550.00	\$	165.00
2024.01.23	Earth Rated	BSS	Reviewed and analyzed edits to term sheet (0.1); Reviewed and responded to email re: same (0.1)	0.20	\$	550.00	\$	110.00
2024.01.24	Earth Rated	BSS	Conf. w/ LTF re: term sheet (0.2); Conf. w/ MSR re: same (0.2); Call w/ Def. Counsel & MSR re: term sheet (0.4)	0.80	\$	550.00	\$	440.00

2024.01.29	Earth Rated	BSS	Emailed Def. Counsel re: settlement (0.1)	0.10	\$	550.00	\$	55.00
2024.01.31	Earth Rated	BSS	Finalized term sheet (0.1); Emailed Def. re: same (0.1)	0.20	\$	550.00	\$	110.00
2024.02.05	Earth Rated	BSS	Conf. w/ MSR re: settlement agreement (0.1); Drafted settlement agreement (0.1); Drafted settlement agreement (3.4)	3.60	\$	550.00	\$	1,980.00
2024.02.09	Earth Rated	BSS	Reviewed redlines to settlement agreement (0.1)	0.10	\$	550.00	\$	55.00
2024.02.12	Earth Rated	BSS	Conf. w/ LTF re: settlement agreement (0.1); Conf. w/ MSR re: same (0.1)	0.20	\$	550.00	\$	110.00
2024.02.13	Earth Rated	BSS	Conf. w/ LTF re: settlement agreement (0.1); Revised same (0.6)	0.70	\$	550.00	\$	385.00
2024.02.22	Earth Rated	BSS	Reviewed and revised preliminary approval briefing (0.9); Emailed Def. re: settlement (0.1)	1.00	\$	550.00	\$	550.00
2024.02.26	Earth Rated	BSS	Reviewed and responded to LTF emails re: PA (0.1)	0.10	\$	550.00	\$	55.00
2024.02.27	Earth Rated	BSS	Conf. w/ LTF re: call (0.1); Reviewed and responded to emails re: JND (0.1); Reviewed notice plan (0.1); Reviewed and analyzed edits to settlement agreement (0.2)	0.50	\$	550.00	\$	275.00
2024.02.28	Earth Rated	BSS	Conf. w/ MSR re: PA (0.1); Emailed firm re: ASPCA (0.1); Emailed Def. Counsel re: SA (0.1); Conf. w/ LTF re: call w/ JND (0.1)	0.40	\$	550.00	\$	220.00
2024.03.04	Earth Rated	BSS	Emailed Def. Counsel re: settlement (0.1)	0.10	\$	550.00	\$	55.00
2024.03.05	Earth Rated	BSS	Reviewed redlines to settlement agreement (0.3); Conf. w/ LTF re: same (0.3); Emailed Def. Counsel re: settlement agreement and PA deadline (0.1); Drafted joint letter re: extension (0.1)	0.90	\$	550.00	\$	495.00
2024.03.06	Earth Rated	BSS	Reviewed order on extension (0.1)	0.10	\$	550.00	\$	55.00
2024.03.06	Earth Rated	BSS	Emailed Def. Counsel re: settlement (0.1)	0.10	\$	550.00	\$	55.00
2024.03.07	Earth Rated	BSS	Reviewed and responded to email re: settlement status (0.1); Reviewed and revised settlement papers (0.7); Conf. w/ LTF re: notice (0.1)	0.90	\$	550.00	\$	495.00
2024.03.11	Earth Rated	BSS	Reviewed and revised settlement agreement (0.2); Reviewed and revised PA Brief (0.1); Emailed JND re: settlement exhibits and declaration (0.1);	0.40	\$	550.00	\$	220.00
2024.03.12	Earth Rated	BSS	Reviewed notice plans (0.1); Emailed team re: same (0.1); Emailed JND re: notice plan selection (0.1)	0.30	\$	550.00	\$	165.00
2024.03.13	Earth Rated	BSS	Reviewed JND Exhibits for approval (0.1); Emailed Def. Counsel re: settlement exhibits (0.2); Reviewed and revised PA Order (0.3); Reviewed and revised JND declaration (0.2); Conf. w/ LTF re: settlement agreement and PA brief (0.2); Finalized settlement exhibits and circulated same (0.3)	1.30	\$	550.00	\$	715.00
2024.03.14	Earth Rated	BSS	Call w/ MSR re: undertaking (0.1); Call w/ LTF re: same (0.1); Reviewed and responded to email re: Product definition (0.1); Reviewed and responded to email re: CAFA notice (0.1)	0.40	\$	550.00	\$	220.00
2024.04.30	Earth Rated	BSS	Conf. w/ MSR re: PA (0.1)	0.10	\$	550.00	\$	55.00
2024.05.02	Earth Rated	BSS	Reviewed emails re: PA date (0.1)	0.10	\$	550.00	\$	55.00
2024.05.03	Earth Rated	BSS	Conf. w/ MSR re: joint letter (0.1)	0.10	\$	550.00	\$	55.00
2024.05.07	Earth Rated	BSS	Emailed Def. Counsel re: ltr on PA (0.1)	0.10	\$	550.00	\$	55.00
2024.05.14	Earth Rated	BSS	Reviewed order re: PA (0.2)	0.20	\$	550.00	\$	110.00
2024.05.15	Earth Rated	BSS	Reviewed and responded to email re: administrator timeline (0.1); Reviewed order setting FA (0.1)	0.20	\$	550.00	\$	110.00
2024.05.16	Earth Rated	BSS	Reviewed emails re: notice (0.1)	0.10	\$	550.00	\$	55.00
2024.05.21	Earth Rated	BSS	Reviewed settlement website for approval (0.2); Emailed JND re: same (0.1)	0.30	\$	550.00	\$	165.00
2024.05.28	Earth Rated	BSS	Reviewed and responded to email re: edits to notice materials and website feedback (0.3)	0.30	\$	550.00	\$	165.00
2024.06.05	Earth Rated	BSS	Reviewed revised press release (0.1)	0.10	\$	550.00	\$	55.00
2024.06.07	Earth Rated	BSS	Tested and reviewed claim and exclusion forms (0.2)	0.20	\$	550.00	\$	110.00
2024.06.21	Earth Rated	BSS	Reviewd Weekly Statistics report (0.1); Emailed JND re: same (0.1); Conf. w/ LTF re: same (0.1)	0.30	\$	550.00	\$	165.00
2024.06.25	Earth Rated	BSS	Emailed JND re: call scheduling (0.1); Conf. w/ LTF re: JND invoice and claims rate (0.2); Emailed JND re: invoice (0.1)	0.40	\$	550.00	\$	220.00
2024.06.26	Earth Rated	BSS	Call w/ JND, Def. Counsel, LTF & MSR re: claims rate (0.2)	0.20	\$	550.00	\$	110.00
2024.06.28	Earth Rated	BSS	Reviewed weekly statistic report (0.1)	0.10	\$	550.00	\$	55.00

2024.07.11	Earth Rated	BSS	Conf. w/ team re: fee request (0.1)	0.10	\$	550.00	\$	55.00
2024.07.19	Earth Rated	BSS	Reviewed email re: social media response (0.1); Conf. w/ LTF & MSR re: same (0.1)	0.20	\$	550.00	\$	110.00
2024.08.13	Earth Rated	BSS	Reviewed and responded to email re: call scheduling on claims (0.2)	0.20	\$	550.00	\$	110.00
2024.08.14	Earth Rated	BSS	Call w/ JND, Def. Counsel, LTF, and MSR re: product confusion (0.2); Conf. w/ LTF re: same (0.3)	0.50	\$	550.00	\$	275.00
2024.08.22	Earth Rated	BSS	Drafted Final Approval Order (0.3)	0.30	\$	550.00	\$	165.00
2024.08.23	Earth Rated	BSS	Reviewed and revised final approval and fee motions (0.8); Drafted Final Approval Order (1)	1.80	\$	550.00	\$	990.00
2024.09.03	Earth Rated	BSS	Conf. w/ MSR re: Final Approval Mtn (0.1); Emailed JND re: declaration (0.1); Drafted client declarations (0.5)	0.70	\$	550.00	\$	385.00
2024.09.04	Earth Rated	BSS	Reviewed and revised final approval and fee motions (0.5); Conf. w/ team re: same (0.1)	0.60	\$	550.00	\$	330.00
2021.12.07	Earth Rated	EMW	Began drafting BSS's and LTF's PHVs (1.4)	1.40	\$	350.00	\$	490.00
2022.01.04	Earth Rated	EMW	Continued working on LTF and BSS PHVs (.4)	0.40	\$	350.00	\$	140.00
2022.01.05	Earth Rated	EMW	Filed LTF's phv (.5)	0.50	\$	350.00	\$	175.00
2022.01.19	Earth Rated	EMW	Filed BSS's PHV (.5)	0.50	\$	350.00	\$	175.00
2022.01.20	Earth Rated	EMW	Drafted BSS's and LTF's NOAs (.5) Filed LTF's NOA (.4)	0.90	\$	350.00	\$	315.00
2022.02.03	Earth Rated	EMW	Drafted and filed BSS NOA (.2)	0.20	\$	350.00	\$	70.00
2022.07.06	Earth Rated	EMW	Put TOC and TOA on MTD Oppn brief (.4)	0.40	\$	350.00	\$	140.00
2022.06.07	Earth Rated	JBG	Reviewed complaint and D's MTD (1.9); Conferred w/ BSS re: Reasonable Consumer Response (.2); Researching safe harbor rule and drafted outline for section (1)	3.10	\$	400.00	\$	1,240.00
2022.06.08	Earth Rated	JBG	Began Drafting Safe Harbor Section (4.9); Conferred w/ MSR re: Warning claim (.2); Completed draft 1 of Reasonable consumer MTD Opp section (3.3); Completed draft 1 of Safe Harbor MTD Opp arg. (2); Final edits to draft 1 and circulated (.6)	5.10	\$	400.00	\$	2,040.00
2022.06.09	Earth Rated	JBG	Reviewed BSS redlines of draft 1 (.3); Conferred w/ BSS re edits (.2)	0.50	\$	400.00	\$	200.00
2022.06.10	Earth Rated	JBG	Edits on MTD Opp sections (1.1); Reseached distinguishing case law re D's labeling argument (.4); Conferred w/ SC re Standing Section (.2); Researched Judge's previous decisions (.4); Added additional research/argument to Reasonable Consumer section (1.8)	3.90	\$	400.00	\$	1,560.00
2022.06.13	Earth Rated	JBG	Added additional MTD Opp edits (1.6); Researched Judge Seybert's prior opinions in consumer protection cases (2.7)	4.30	\$	400.00	\$	1,720.00
2022.06.14	Earth Rated	JBG	Reviewed MSR edits (.4); Conferred with MSR about edits (.2); Reviewed, Accepted edits, and circulated (.5); Conferred w/ BSS re Express Warranty Section (.3); Reviewed section samples (.6); Drafted section (3.6); Conferred w/ BSS & SC re total structure (.1)	5.70	\$	400.00	\$	2,280.00
2022.06.16	Earth Rated	JBG	Edited first two express warranty arguments and added third argument (3.1)	3.10	\$	400.00	\$	1,240.00
2022.06.17	Earth Rated	JBG	Added argument/cites to express warranty MTD Opp	1.00	\$	400.00	\$	400.00
2022.06.20	Earth Rated	JBG	Finished writing draft 1 of express warranty argument (.8); Reviewed and edited section (.6); Made final edits and circulated (.7)	2.10	\$	400.00	\$	840.00
2022.06.21	Earth Rated	JBG	Reviewed and accepted edits (.5); added quotes from compl. to MTD section (2.2)	2.70	\$	400.00	\$	1,080.00
2022.06.22	Earth Rated	JBG	Edited and condensed MTD Opp express warranty section (1.6); Additional round of edits to condense section further (1.9)	3.50	\$	400.00	\$	1,400.00
2022.06.23	Earth Rated	JBG	Additional edits to warranty section (.9); Researched case law re: FTC guidelines use of "generally untrue" claims and those claims being barred (2.3); Spoke w/ MSR re length of section (.4)	3.60	\$	400.00	\$	1,440.00
2022.06.24	Earth Rated	JBG	Edits and added text to MTD Opp express warranty section (1); Conferred w/ BSS re Mag-Moss Warranty section (.1);	1.10	\$	400.00	\$	440.00
2022.06.27	Earth Rated	JBG	Began drafting Mag-Moss Warranty MTD Opp argument (2.1)	2.10	\$	400.00	\$	840.00
2022.06.28	Earth Rated	JBG	MTD Opp MMWA Argument (1.7)	1.70	\$	400.00	\$	680.00
2022.06.29	Earth Rated	JBG	Finished and circulated MTD Opp MMWA argument	1.50	\$	400.00	\$	600.00
2022.06.30	Earth Rated	JBG	Served complaint.	0.50	\$	300.00	\$	150.00
2021.12.06	Earth Rated	JMF	Emailed attys re service of complaint.	0.20	\$	300.00	\$	60.00



2021.12.15	Earth Rated	JMF	Served complaint.	1.30	\$	300.00	\$	390.00
2021.12.16	Earth Rated	JMF	Tracked service of complaint.	0.10	\$	300.00	\$	30.00
2021.12.22	Earth Rated	JMF	Emailed attys re service of complaint.	0.10	\$	300.00	\$	30.00
2022.01.04	Earth Rated	JMF	Followed up with service of complaint (.2); notarized and finalized PHV (.5); request COGS (.3).	1.00	\$	300.00	\$	300.00
2022.01.05	Earth Rated	JMF	Discussed and finalized service.	0.80	\$	300.00	\$	240.00
2022.01.06	Earth Rated	JMF	Discussed service with attys and finalized service.	1.00	\$	300.00	\$	300.00
2022.01.07	Earth Rated	JMF	Emailed attys re service.	0.20	\$	300.00	\$	60.00
2022.01.11	Earth Rated	JMF	Emailed attys re supporting decl.	0.30	\$	300.00	\$	90.00
2022.01.13	Earth Rated	JMF	Emailed RSR re service (.1); sent supporting decl to attys for review (.2).	0.30	\$	300.00	\$	90.00
2022.01.18	Earth Rated	JMF	Noarizes BSS affidait and finalized for filing.	0.40	\$	300.00	\$	120.00
2022.02.01	Earth Rated	JMF	Check status of service.	0.20	\$	300.00	\$	60.00
2022.02.02	Earth Rated	JMF	Served complaint.	0.50	\$	300.00	\$	150.00
2022.02.03	Earth Rated	JMF	Email exchange re service of complaint.	0.20	\$	300.00	\$	60.00
2022.02.09	Earth Rated	JMF	Emailed attys and First Legal re service issues.	0.10	\$	300.00	\$	30.00
2022.03.01	Earth Rated	JMF	Emailed attys and First Legal re status of service; emailed First Legal re decl.	0.30	\$	300.00	\$	90.00
2022.03.04	Earth Rated	JMF	Emailed First Legal re decl.	0.10	\$	300.00	\$	30.00
2022.06.07	Earth Rated	JMF	Prepared pleading template.	0.30	\$	300.00	\$	90.00
2021.11.17	Earth Rated	LTF	Discussed service and proper party issue with Brittany Scott and Max Roberts and reviewed letter regarding same.	0.50	\$	1,100.00	\$	550.00
2021.12.06	Earth Rated	LTF	Call with Max Roberts, Brittany Scott and Joel Smith regarding service issues.	0.40	\$	1,100.00	\$	440.00
2021.12.07	Earth Rated	LTF	Reviewed emails regarding re-filing of complaint and dealt with PHV app.	0.20	\$	1,100.00	\$	220.00
2022.03.28	Earth Rated	LTF	Reviewed response to PML and exchanged emails with Brittany Scott and Max Roberts regarding same.	0.30	\$	1,100.00	\$	330.00
2022.04.14	Earth Rated	LTF	Reviewed response to letter seeking to adjourn conference.	0.30	\$	1,100.00	\$	330.00
2022.06.23	Earth Rated	LTF	Discussed settlement with Max Roberts.	0.30	\$	1,100.00	\$	330.00
2022.06.24	Earth Rated	LTF	Call with defendant's counsel (0.3); follow-up call with Max Roberts (0.3); reviewed draft settlement proposal (0.1).	0.70	\$	1,100.00	\$	770.00
2023.07.31	Earth Rated	LTF	Reviewed MTD order and emails regarding same.	0.20	\$	1,100.00	\$	220.00
2023.08.10	Earth Rated	LTF	Scheduled call with defendant's counsel.	0.10	\$	1,100.00	\$	110.00
2023.08.22	Earth Rated	LTF	Call with defendant's counsel (.2) and follow up discussion with Brittany Scott (.1).	0.30	\$	1,100.00	\$	330.00
2023.09.01	Earth Rated	LTF	Email exchange scheduling call with defendant's counsel.	0.10	\$	1,100.00	\$	110.00
2023.09.06	Earth Rated	LTF	Call with defendant's counsel and follow-up call with Max Roberts and Brittany Scott.	0.50	\$	1,100.00	\$	550.00
2023.09.11	Earth Rated	LTF	Reviewed and approved request for stay.	0.10	\$	1,100.00	\$	110.00
2023.10.03	Earth Rated	LTF	Reviewed edits to confidentiality agreement.	0.10	\$	1,100.00	\$	110.00
2023.10.06	Earth Rated	LTF	Reviewed and executed confidentiality agreement.	0.20	\$	1,100.00	\$	220.00
2023.10.11	Earth Rated	LTF	Reviewed emails regarding status of sales information and settlement.	0.10	\$	1,100.00	\$	110.00
2023.10.19	Earth Rated	LTF	Discussed settlement strategy with Brittany Scott and Max Roberts.	0.30	\$	1,100.00	\$	330.00
2023.10.20	Earth Rated	LTF	Reviewed draft term sheet and email exchange regarding same with Brittany Scott and Max Roberts.	0.30	\$	1,100.00	\$	330.00
2023.10.31	Earth Rated	LTF	Reviewed emails regarding settlement status.	0.10	\$	1,100.00	\$	110.00
2023.11.09	Earth Rated	LTF	Email exchange with team and defendant's counsel regarding settlement.	0.40	\$	1,100.00	\$	440.00
2023.11.10	Earth Rated	LTF	Email exchange with JND to schedule call.	0.20	\$	1,100.00	\$	220.00
2023.11.13	Earth Rated	LTF	Call with Greg Haber at JND re: notice.	0.20	\$	1,100.00	\$	220.00
2023.11.15	Earth Rated	LTF	Reviewed email regarding retailer sales information.	0.10	\$	1,100.00	\$	110.00
2023.11.27	Earth Rated	LTF	Reviewed letter to Court extending stay.	0.10	\$	1,100.00	\$	110.00

2023.11.28	Earth Rated	LTF	Reviewed emails regarding next steps and video conference with Max Roberts and Brittany Scott regarding same.	0.50	\$ 1,100.00	\$ 550.00
2023.11.29	Earth Rated	LTF	Email exchange with JND regarding administration and notice proposal.	0.20	\$ 1,100.00	\$ 220.00
2023.12.01	Earth Rated	LTF	Reviewed emails regarding notice estimates.	0.10	\$ 1,100.00	\$ 110.00
2023.12.04	Earth Rated	LTF	Reviewed emails regarding notice quotes.	0.20	\$ 1,100.00	\$ 220.00
2023.12.06	Earth Rated	LTF	Reviewed emails regarding notice issues and claims administration.	0.20	\$ 1,100.00	\$ 220.00
2023.12.07	Earth Rated	LTF	Reviewed email from defendant's counsel regarding retailer sales percentages.	0.10	\$ 1,100.00	\$ 110.00
2023.12.11	Earth Rated	LTF	Email exchange with Greg Haber, Brittany Scott and Max Roberts regarding administration quote.	0.20	\$ 1,100.00	\$ 220.00
2023.12.12	Earth Rated	LTF	Discussed settlement with Brittany Scott and Max Roberts.	0.30	\$ 1,100.00	\$ 330.00
2023.12.19	Earth Rated	LTF	Reviewed emails regarding claims administration estimate.	0.10	\$ 1,100.00	\$ 110.00
2024.01.02	Earth Rated	LTF	Discussed settlement with team and reviewed emails regarding same.	0.20	\$ 1,100.00	\$ 220.00
2024.01.12	Earth Rated	LTF	Reviewed emails regarding claims administrator selection.	0.10	\$ 1,100.00	\$ 110.00
2024.01.16	Earth Rated	LTF	Reviewed emails regarding settlement agreement status.	0.10	\$ 1,100.00	\$ 110.00
2024.01.19	Earth Rated	LTF	Reviewed edits to term sheet and exchanged emails with Max Roberts and Brittany Scott regarding same.	0.40	\$ 1,100.00	\$ 440.00
2024.01.23	Earth Rated	LTF	Email exchange with Brittany Scott and Max Roberts regarding outstanding settlement issues.	0.30	\$ 1,100.00	\$ 330.00
2024.01.24	Earth Rated	LTF	Reviewed edits to settlement agreement and confer with Brittany Scott about the same	0.20	\$ 1,100.00	\$ 220.00
2024.01.31	Earth Rated	LTF	Reviewed and executed revised settlement agreement.	0.30	\$ 1,100.00	\$ 330.00
2024.02.01	Earth Rated	LTF	Reviewed draft letter to Court re: settlement.	0.10	\$ 1,100.00	\$ 110.00
2024.02.02	Earth Rated	LTF	Reviewed emails regarding letter to court and settlement status.	0.20	\$ 1,100.00	\$ 220.00
2024.02.04	Earth Rated	LTF	Reviewed order vacating hearing and exchanged messages with Max Roberts and Brittany Scott regarding same.	0.10	\$ 1,100.00	\$ 110.00
2024.02.05	Earth Rated	LTF	Email exchange with team regarding settlement agreement and motion for preliminary approval.	0.20	\$ 1,100.00	\$ 220.00
2024.02.08	Earth Rated	LTF	Reviewed and redlined settlement agreement.	0.90	\$ 1,100.00	\$ 990.00
2024.02.09	Earth Rated	LTF	Reviewed and redlined settlement agreement and exhibits and exchanged emails with Brittany Scott and Max Roberts regarding same.	1.80	\$ 1,100.00	\$ 1,980.00
2024.02.26	Earth Rated	LTF	Reviewed preliminary approval motion and related papers and exchanged emails with Brittany Scott regarding same.	0.80	\$ 1,100.00	\$ 880.00
2024.02.27	Earth Rated	LTF	Discussed JND notice bid with Brittany Scott (.1); scheduled call with JND and defendant's counsel regarding same (.1).	0.20	\$ 1,100.00	\$ 220.00
2024.02.28	Earth Rated	LTF	Call with JND and defendant's counsel and discussed next steps.	0.40	\$ 1,100.00	\$ 440.00
2024.03.01	Earth Rated	LTF	Sent email to defendant's counsel.	0.10	\$ 1,100.00	\$ 110.00
2024.03.05	Earth Rated	LTF	Discussed settlement edits and next steps with Brittany Scott.	0.30	\$ 1,100.00	\$ 330.00
2024.03.11	Earth Rated	LTF	Reviewed edits to preliminary approval motion and emails regarding same.	0.30	\$ 1,100.00	\$ 330.00
2024.03.12	Earth Rated	LTF	Reviewed emails regarding notice and other settlement issues.	0.20	\$ 1,100.00	\$ 220.00
2024.03.13	Earth Rated	LTF	Discussed settlement agreement and next steps with Brittany Scott (.2); reviewed emails regarding settlement agreement and preliminary approval motion (.2); reviewed and executed settlement agreement and undertaking (.2).	0.60	\$ 1,100.00	\$ 660.00
2024.03.14	Earth Rated	LTF	Reviewed emails regarding filing of preliminary approval motion and discussed same with Brittany Scott.	0.40	\$ 1,100.00	\$ 440.00
2024.04.30	Earth Rated	LTF	Reviewed emails regarding status of settlement approval.	0.10	\$ 1,100.00	\$ 110.00
2024.05.14	Earth Rated	LTF	Reviewed preliminary approval order and emails regarding same.	0.30	\$ 1,100.00	\$ 330.00
2024.05.31	Earth Rated	LTF	Reviewed media plan and advertising materials and email exchange with claims administrator regarding same.	0.50	\$ 1,100.00	\$ 550.00
2024.06.21	Earth Rated	LTF	Reviewed weekly claims report and discussed it with Brittany Scott and exchanged emails regarding same.	0.30	\$ 1,100.00	\$ 330.00

2024.06.25	Earth Rated	LTF	Reviewed claims administration invoice and discussed it with Brittany Scott and discussed claims issues.	0.20	\$ 1,100.00	\$ 220.00
2024.06.26	Earth Rated	LTF	Call with claims administrator regarding claims rate.	0.20	\$ 1,100.00	\$ 220.00
2024.07.05	Earth Rated	LTF	Reviewed email from administrator regarding opt outs.	0.10	\$ 1,100.00	\$ 110.00
2024.07.12	Earth Rated	LTF	Reviewed claims report and exchanged emails with team regarding same.	0.10	\$ 1,100.00	\$ 110.00
2024.07.26	Earth Rated	LTF	Reviewed weekly claims report and exchanged emails with Brittany Scott.	0.10	\$ 1,100.00	\$ 110.00
2024.08.09	Earth Rated	LTF	Reviewed claims report and emails regarding final approval motion.	0.10	\$ 1,100.00	\$ 110.00
2024.08.14	Earth Rated	LTF	Reviewed emails from team regarding claims (.1) and call with claims administrator regarding changes to website (.2).	0.30	\$ 1,100.00	\$ 330.00
2024.08.16	Earth Rated	LTF	Reviewed final approval and fee motions and sent email to Max Roberts regarding same.	0.70	\$ 1,100.00	\$ 770.00
2024.08.19	Earth Rated	LTF	Worked on redline of final approval motion.	0.30	\$ 1,100.00	\$ 330.00
2024.08.20	Earth Rated	LTF	Reviewed and redlined final approval motion and sent email to Max Roberts regarding same.	0.50	\$ 1,100.00	\$ 550.00
2024.09.03	Earth Rated	LTF	Reviewed messages from Max Roberts and Brittany Scott regarding client declarations and final approval motion.	0.10	\$ 1,100.00	\$ 110.00
2021.09.15	Earth Rated	MSR	Review + edit demand letter	0.20	\$ 550.00	\$ 110.00
2021.10.07	Earth Rated	MSR	Draft complaint	7.20	\$ 550.00	\$ 3,960.00
2021.10.20	Earth Rated	MSR	Call w/ BSS re: call prep (0.1); call w/ defense counsel (0.5); call w/ BSS re: next steps (0.3); edits to complaint (1.5)	2.40	\$ 550.00	\$ 1,320.00
2021.10.26	Earth Rated	MSR	Edits to complaint	1.00	\$ 550.00	\$ 550.00
2021.10.27	Earth Rated	MSR	Finalize complaint + filing docs	0.70	\$ 550.00	\$ 385.00
2021.10.28	Earth Rated	MSR	File case	0.30	\$ 550.00	\$ 165.00
2021.11.08	Earth Rated	MSR	Draft request for waiver of service (0.2); call w/ BSS re: call availability (0.1)	0.30	\$ 550.00	\$ 165.00
2021.11.09	Earth Rated	MSR	Confer w/ BSS re: Earth Rated call	0.20	\$ 550.00	\$ 110.00
2021.11.10	Earth Rated	MSR	Call w/ defense counsel (0.4); call w/ BSS re: recap (0.2)	0.60	\$ 550.00	\$ 330.00
2021.11.17	Earth Rated	MSR	Call w/ LTF & BSS re: waiver of service (0.3); draft letter to court (1.7)	2.00	\$ 550.00	\$ 1,100.00
2021.11.18	Earth Rated	MSR	Finalize letter to court	0.80	\$ 550.00	\$ 440.00
2021.11.19	Earth Rated	MSR	File letter	0.10	\$ 550.00	\$ 55.00
2021.11.26	Earth Rated	MSR	Confer w/ BSS re: opposition to letter mtn re: amendment	0.10	\$ 550.00	\$ 55.00
2021.11.29	Earth Rated	MSR	Confer w/ BSS re: next steps	0.10	\$ 550.00	\$ 55.00
2021.12.02	Earth Rated	MSR	Confer w/ BSS re: next steps	0.10	\$ 550.00	\$ 55.00
2021.12.06	Earth Rated	MSR	Call w/ defense counsel (0.5); call w/ LTF & BSS re: next steps (0.4)	0.90	\$ 550.00	\$ 495.00
2021.12.07	Earth Rated	MSR	Dismiss + refile	0.40	\$ 550.00	\$ 220.00
2022.01.12	Earth Rated	MSR	Confer w/ BSS re: extension declaration	0.10	\$ 550.00	\$ 55.00
2022.01.18	Earth Rated	MSR	Confer w/ BSS re: mtn for extension of service	0.10	\$ 550.00	\$ 55.00
2022.01.19	Earth Rated	MSR	Research re: service on foreign defendant (0.3); confer w/ BSS re: service (0.1)	0.40	\$ 550.00	\$ 220.00
2022.03.01	Earth Rated	MSR	Draft letter to Court re: status of service	0.60	\$ 550.00	\$ 330.00
2022.03.28	Earth Rated	MSR	Review + edit PML response (0.4); file PML response (0.1)	0.50	\$ 550.00	\$ 275.00
2022.04.11	Earth Rated	MSR	Confer w/ BSS re: PML hearing	0.10	\$ 550.00	\$ 55.00
2022.04.13	Earth Rated	MSR	Call w/ defense counsel	0.60	\$ 550.00	\$ 330.00
2022.04.14	Earth Rated	MSR	Draft ltr response to request to adjourn	0.30	\$ 550.00	\$ 165.00
2022.04.26	Earth Rated	MSR	Confer w/ BSS re: service	0.10	\$ 550.00	\$ 55.00
2022.05.04	Earth Rated	MSR	Call w/ BSS re: PMC	0.20	\$ 550.00	\$ 110.00
2022.05.05	Earth Rated	MSR	Prep for PMC (0.3); pre-motion conference (0.4); call w/ BSS (0.3)	1.00	\$ 550.00	\$ 550.00
2022.05.06	Earth Rated	MSR	Confer w/ BSS re: FAC (0.2); edits to FAC + file (1.0)	1.20	\$ 550.00	\$ 660.00
2022.06.06	Earth Rated	MSR	Confer w/ BSS re: MTD	0.20	\$ 550.00	\$ 110.00
2022.06.07	Earth Rated	MSR	Research re: MTD	0.90	\$ 550.00	\$ 495.00



2022.06.07	Earth Rated	MSR	Call w/ BSS re: MTD Opp	0.20	\$	550.00	\$	110.00
2022.06.08	Earth Rated	MSR	Call w/ JBG re: MTD Opp	0.20	\$	550.00	\$	110.00
2022.06.10	Earth Rated	MSR	Confer w. BSS re: MTD opp organization	0.40	\$	550.00	\$	220.00
2022.06.13	Earth Rated	MSR	Confer w/ SC re: MTD Opp	0.20	\$	550.00	\$	110.00
2022.06.15	Earth Rated	MSR	Review + edit MTD Opp (7.5); confer w/ BSS re: MTD Opp (0.2)	7.70	\$	550.00	\$	4,235.00
2022.06.16	Earth Rated	MSR	Edits to MTD Opp (0.4); confer w/ JBG (0.2); confer w/ SC (0.1); confer w/ BSS (0.1)	0.80	\$	550.00	\$	440.00
2022.06.17	Earth Rated	MSR	Confer w/ BSS re: MTD Opp	0.30	\$	550.00	\$	165.00
2022.06.21	Earth Rated	MSR	Review + edit SC section of MTD opp (0.9); call w/ BSS re: MTD Opp (0.2)	1.10	\$	550.00	\$	605.00
2022.06.22	Earth Rated	MSR	Confer w/ BSS re: sales data	0.20	\$	550.00	\$	110.00
2022.06.23	Earth Rated	MSR	Call w/ LTF re: settlement negotiations	0.30	\$	550.00	\$	165.00
2022.06.24	Earth Rated	MSR	Call w/ defense counsel (0.3); call w/ LTF re: recap (0.3); call w/ JBG (0.4)	1.00	\$	550.00	\$	550.00
2022.06.30	Earth Rated	MSR	Review + edit MTD opp (0.5); confer w/ BSS re: MTD Opp (0.1)	0.60	\$	550.00	\$	330.00
2022.07.01	Earth Rated	MSR	Review + edit MTD Opp	4.60	\$	550.00	\$	2,530.00
2022.07.05	Earth Rated	MSR	Finalize MTD Opp (0.8); confer w/ BSS re: MTD Opp (0.1)	0.90	\$	550.00	\$	495.00
2022.07.06	Earth Rated	MSR	Finalize MTD Opp	0.70	\$	550.00	\$	385.00
2022.09.27	Earth Rated	MSR	Confer w/ BSS re: supplemental authority	0.10	\$	550.00	\$	55.00
2023.07.28	Earth Rated	MSR	Review MTD Order (0.8); confer w/ BSS re: same (0.1)	0.90	\$	550.00	\$	495.00
2023.07.31	Earth Rated	MSR	Cofer w/ BSS re: next steps	0.10	\$	550.00	\$	55.00
2023.08.22	Earth Rated	MSR	Call w/ BSS re: status (0.1); call w/ defense counsel re: scheduling, potential settlement (0.2)	0.30	\$	550.00	\$	165.00
2023.09.06	Earth Rated	MSR	Call w/ defense counsel re: settlement, case stay (0.2); call w/ LTF & BSS re: next steps (0.2); call w/ clients (0.1)	0.50	\$	550.00	\$	275.00
2023.10.19	Earth Rated	MSR	Confer w/ LTF + BSS re: settlement strategy	0.20	\$	550.00	\$	110.00
2023.11.09	Earth Rated	MSR	Call w/ defense counsel re: settlement (0.1); confer w/ team re: settlement offer (0.2)	0.30	\$	550.00	\$	165.00
2023.11.28	Earth Rated	MSR	Call w/ LTF + BSS re: settlement strategy	0.40	\$	550.00	\$	220.00
2023.12.04	Earth Rated	MSR	Call w/ RG2 re: notice administration costs (0.3); call w/ BSS re: same (0.1)	0.40	\$	550.00	\$	220.00
2023.12.12	Earth Rated	MSR	Calls re: settlement strategy w/ LTF + BSS	0.30	\$	550.00	\$	165.00
2023.12.14	Earth Rated	MSR	Call w/ Jahmy re: settlement	0.20	\$	550.00	\$	110.00
2024.01.24	Earth Rated	MSR	Confer w/ BSS re: strategy for M&C (0.2); M&C w/ defense counsel re: term sheet (0.4)	0.60	\$	550.00	\$	330.00
2024.02.01	Earth Rated	MSR	Draft ltr re: notice of settlement + request to vacate deadlines	0.20	\$	550.00	\$	110.00
2024.02.12	Earth Rated	MSR	Review + edit settlement agreement and website notice (1.1); confer w/ BSS re: same (0.1)	1.20	\$	550.00	\$	660.00
2024.02.20	Earth Rated	MSR	Draft prelim approval brief	3.20	\$	550.00	\$	1,760.00
2024.02.21	Earth Rated	MSR	Draft prelim approval brief	5.60	\$	550.00	\$	3,080.00
2024.02.28	Earth Rated	MSR	Edits to prelim approval brief (0.3); confer w/ BSS re: same (0.1)	0.40	\$	550.00	\$	220.00
2024.03.12	Earth Rated	MSR	Finalize prelim approval motion + settlement agreement	2.60	\$	550.00	\$	1,430.00
2024.03.14	Earth Rated	MSR	Finalize prelim approval brief + associated materials	0.80	\$	550.00	\$	440.00
2024.04.30	Earth Rated	MSR	Confer w/ BSS re: setting PA hearing date	0.10	\$	550.00	\$	55.00
2024.05.03	Earth Rated	MSR	Confer w/ BSS re: joint letter	0.10	\$	550.00	\$	55.00
2024.05.08	Earth Rated	MSR	Draft joint letter requesting hearing date	0.20	\$	550.00	\$	110.00
2024.05.16	Earth Rated	MSR	Review claim form + notice docs	0.40	\$	550.00	\$	220.00
2024.06.26	Earth Rated	MSR	Call w/ LTF + BSS + JND + defense counsel re: claims rate	0.20	\$	550.00	\$	110.00
2024.07.26	Earth Rated	MSR	Call w/ interested class member	0.20	\$	550.00	\$	110.00
2024.08.13	Earth Rated	MSR	Draft final approval brief (1.3); draft mtn for attorneys' fees (1.1)	2.40	\$	550.00	\$	1,320.00
2024.08.14	Earth Rated	MSR	Draft Roberts Declaration re: mtn for final approval + mtn for attorneys' fees (1.4); call w/ LTF + BSS + defense counsel + JND re: claims process (0.3)	1.70	\$	550.00	\$	935.00
2024.09.03	Earth Rated	MSR	Confer w/ BSS re: final approval mtn	0.10	\$	550.00	\$	55.00

2024.09.04	Earth Rated	MSR	Review + send client decls (0.1); review proposed order (0.2); edits to FA motion (0.2); edits to fee brief (0.2)	0.70	\$	550.00	\$	385.00
2024.09.06	Earth Rated	MSR	Finalize final approval motion and associated exhibits	2.90	\$	550.00	\$	1,595.00
2022.03.28	Earth Rated	NJD	Discussion with BSS re FTC green guide	0.20	\$	850.00	\$	170.00
2024.03.14	Earth Rated	RSR	Prepared tables for PA Motion (.4)	0.40	\$	350.00	\$	140.00
2024.05.02	Earth Rated	RSR	Contacted Court re PA hearing date (.1)	0.10	\$	350.00	\$	35.00
2024.07.11	Earth Rated	RSR	Prepared lodestar (.2)	0.20	\$	350.00	\$	70.00
2022.06.13	Earth Rated	SC	Confer w/ BSS (.2); Review case materials (1.5); Confer w/ MSR (.2); review Nellie's egg (.7)	2.60	\$	400.00	\$	1,040.00
2022.06.15	Earth Rated	SC	Review MTD standing section (1); review/analyze FTC guideline and NY law (.9); review JBG section draft (.4); Search relevant case law (.5); research state laws re compostable bags (1.5); Draft standing section (4)	8.30	\$	400.00	\$	3,320.00
2022.06.16	Earth Rated	SC	Draft remaining standing section MTD Opp (4); Revise (.5); Corres w/ MSR (.1); Confer w/ JBG and BSS (.1); Corresp. w/ BSS (.3); Revise and update draft (2)	7.00	\$	400.00	\$	2,800.00
2022.06.17	Earth Rated	SC	Revise; edit; review standing section (2)	2.00	\$	400.00	\$	800.00
2022.06.21	Earth Rated	SC	Review edited standing section (.2); confer w/ BSS re section VIII of MTD (.1); review fraud section of MTD (.6); research cases cited in MTD (1.4)	2.30	\$	400.00	\$	920.00
2022.06.22	Earth Rated	SC	Research case law re fraud and negligent misrep claims under NY law (2); Analyze case law re justifiable reliance (2.5); Analyze Hughes and related cases (2); Review complaint for ideas (.7); Review sample briefs (.8)	8.00	\$	400.00	\$	3,200.00
2022.06.23	Earth Rated	SC	Draft MTD Opp section on fraud claims	5.90	\$	400.00	\$	2,360.00
2022.06.24	Earth Rated	SC	Research case law on justiable reliance (special relationship and special expertise) (2.5)	2.50	\$	400.00	\$	1,000.00
2022.06.27	Earth Rated	SC	Revise and edit draft section on fraud claims (2.8); Revise based on BSS edits (.8)	3.60	\$	400.00	\$	1,440.00
2021.09.14	Earth Rated	TEC	Opened new matter for Earth Rated.	0.10	\$	300.00	\$	30.00
2021.09.15	Earth Rated	TEC	Tried to send certified mail via Stamps, ended up sending via FedEx due to international shipping.	0.50	\$	300.00	\$	150.00
2021.10.20	Earth Rated	TEC	Confirmed language w clients -- instructions w BSS (.1) Calls (.2)	0.30	\$	300.00	\$	90.00
2022.04.26	Earth Rated	TEC	Delivered proof of service to MSR and scanned and saved	0.20	\$	300.00	\$	60.00

# EXHIBIT 4

<b>Bursor &amp; Fisher, P.A. - Hercules Laundry Expenses</b>			
		\$1,104.00	Filing Fees
		\$3,125.76	Service of Process Expenses
		\$10.28	Research Expenses
		<b>\$4,240.04</b>	<b>Total Expenses</b>
<b>Filing Fees</b>			
<b>DATE</b>	<b>MATTER</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
2021.10.28	Earth Rated	\$402.00	Courts/USDC-NYED
2021.12.07	Earth Rated	\$402.00	Courts/USDC-NYED
2022.01.05	Earth Rated	\$150.00	Courts/USDC-NYED
2022.01.19	Earth Rated	\$150.00	Courts/USDC-NYED
		<b>\$1,104.00</b>	<b>Total Filing Fees</b>
<b>Service of Process Expenses</b>			
<b>DATE</b>	<b>MATTER</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
2022.01.13	Earth Rated	\$2,330.76	First Legal Network Insurance Services LLC
2022.01.26	Earth Rated	\$795.00	First Legal Network Insurance Services LLC
		<b>\$3,125.76</b>	<b>Total Service of Process Expenses</b>
<b>Research Expenses</b>			
<b>DATE</b>	<b>MATTER</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
2021.10.21	Earth Rated	\$9.78	Amazon
2023.11.07	Earth Rated	\$0.40	PACER
2024.01.15	Earth Rated	\$0.10	PACER
		<b>\$10.28</b>	<b>Total Research Expenses</b>

# EXHIBIT 5

Free Newsletter Sign Up

Business & Practice

# Big Law Rates Topping \$2,000 Leave Value ‘In Eye of Beholder’

By Roy Strom

Column

June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

## Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Worth Your Time**

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

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

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





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

To contact the reporter on this story: Roy Strom in Chicago at [rstrom@bloomberglaw.com](mailto:rstrom@bloomberglaw.com)

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

## Documents

[Trustee's Objection](#)

## Related Articles

[Overworked Big Law Can't Find Enough Lawyers With Demand Surging](#) Dec. 9, 2021, 3:00 AM

[Never Underestimate Big Law's Ability to Raise Billing Rates](#) Aug. 12, 2021, 3:00 AM

## Law Firms

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

## **Topics**

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

## **Companies**

Johnson & Johnson  
Thomson Reuters Corp

# EXHIBIT 6



# Enterprise Legal Management Trends Report

INSIGHT INTO

# 7 KEY METRICS

JUNE 2022







## Enterprise Legal Management Trends Report

INSIGHTS ARE BASED ON DATA DERIVED FROM

OVER  
\$49 Billion  
IN LEGAL SPENDING

MORE THAN  
350,000  
TIMEKEEPERS

MORE THAN  
1.2 Million  
MATTERS

# Executive Highlights

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

## 2021 RECORD SETTING YEAR FOR MERGERS & ACQUISITIONS

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

## HOURLY RATE INCREASES SHOW NO SIGNS OF SLOWING

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

## USE OF ALTERNATIVE FEE ARRANGEMENT CONTINUES TO INCREASE

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

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

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

# Introduction

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

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

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

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Number of Legal Vendors Used by Corporations
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# Update on seven key metrics

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



1A

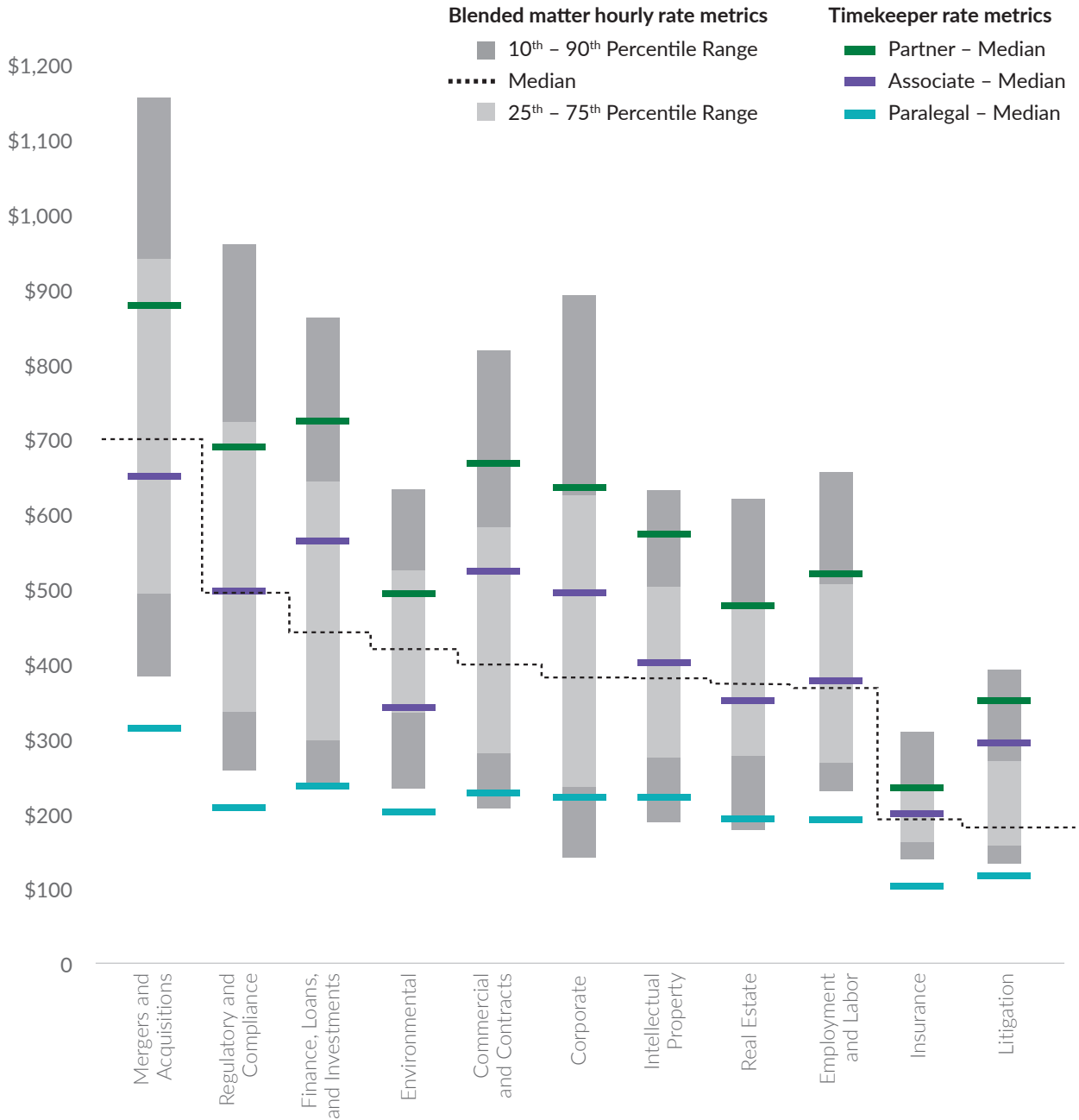
KEY METRIC

## Blended Hourly Rate for Matters by Practice Area

**BLENDED HOURLY RATES AND RATE VOLATILITY DIFFER BY TYPE OF WORK**

All analysis is based on data through December 31, 2021

Practice areas ordered by median blended matter rates



## Volatility Rate

- 5
- 7
- 7
- 3
- 6
- 10
- 5
- 4
- 5
- 3
- 5

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

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

# 1B

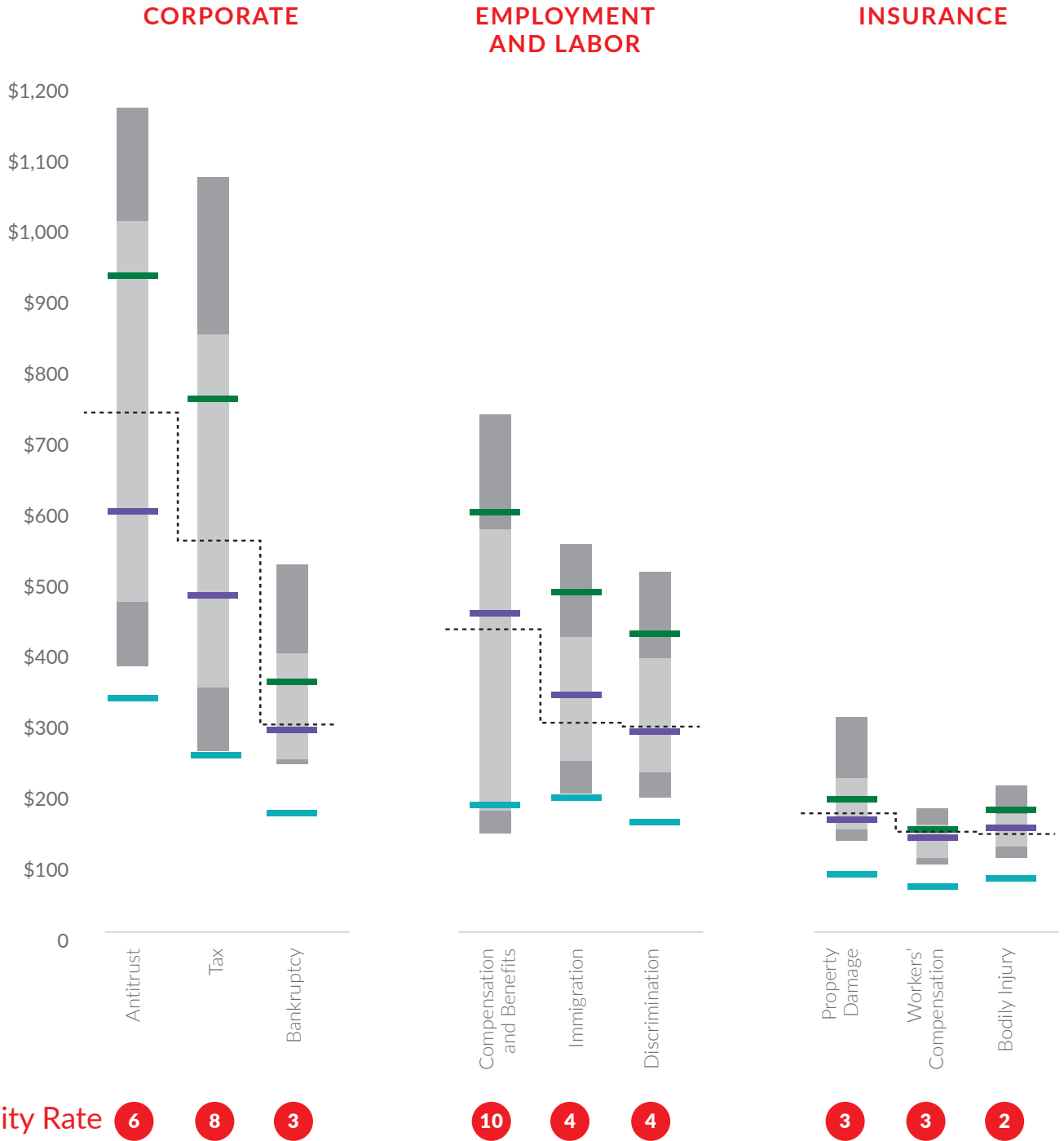
KEY METRIC

## Blended Hourly Rate for Matters – by Subcategory

**BLENDED HOURLY RATES AND RATE VOLATILITY DIFFER BY SUBCATEGORY OF WORK**

All analysis is based on data through December 31, 2021

Practice areas ordered by median blended matter rates



**Blended matter hourly rate metrics**

- 10<sup>th</sup> – 90<sup>th</sup> Percentile Range
- 25<sup>th</sup> – 75<sup>th</sup> Percentile Range
- Median

**Timekeeper rate metrics**

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

**1B**  
KEY METRIC

## Blended Hourly Rate for Matters – by Subcategory

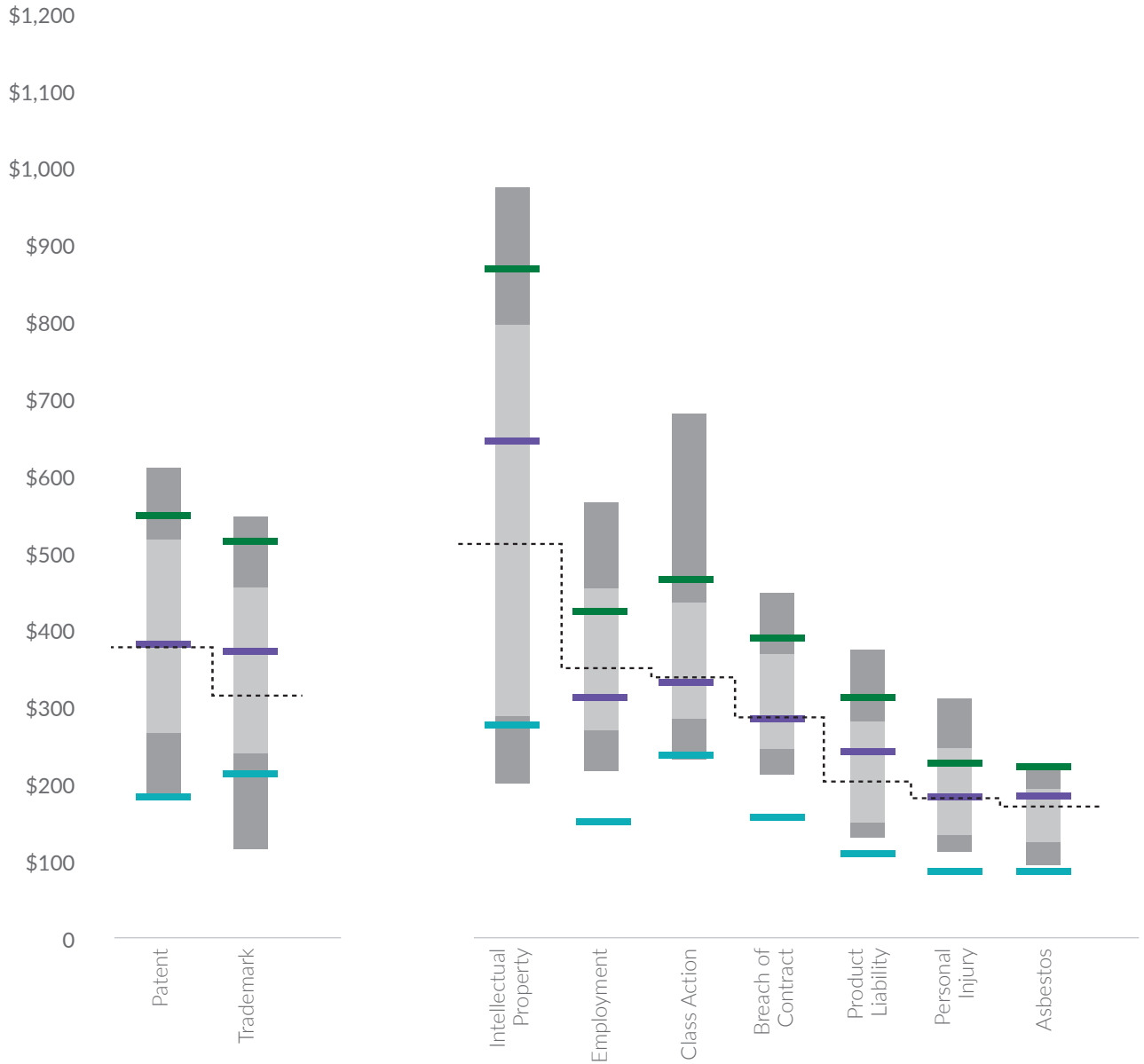
**BLENDED HOURLY RATES AND RATE VOLATILITY DIFFER BY SUBCATEGORY OF WORK**

All analysis is based on data through December 31, 2021

Practice areas ordered by median blended matter rates

### INTELLECTUAL PROPERTY

### LITIGATION



Volatility Rate

- 5
- 5
- 10
- 4
- 3
- 3
- 5
- 5
- 3

**Blended matter hourly rate metrics**

- 10<sup>th</sup> - 90<sup>th</sup> Percentile Range
- Median
- 25<sup>th</sup> - 75<sup>th</sup> Percentile Range

**Timekeeper rate metrics**

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

**Interpreting the Charts:**

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

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

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

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

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

- Insurance
- Real Estate
- Environmental

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

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

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

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

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

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



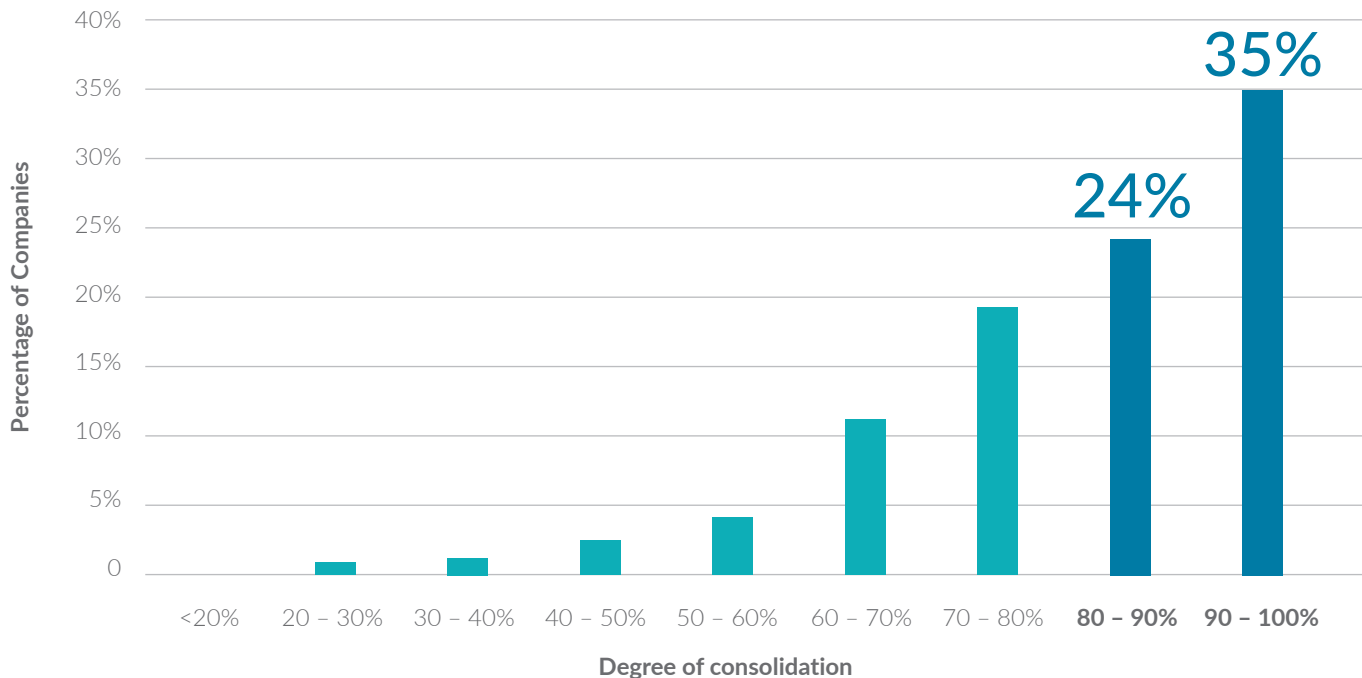
# 2

## KEY METRIC

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

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

All analysis is based on data through December 31, 2021



#### Interpreting the Chart:

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

Industry type plays a significant role in consolidation.

#### HIGH DEGREES OF CONSOLIDATION:

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

#### LOW DEGREES OF CONSOLIDATION:

- 40% Finance Insurance
- 36% Utilities

3A

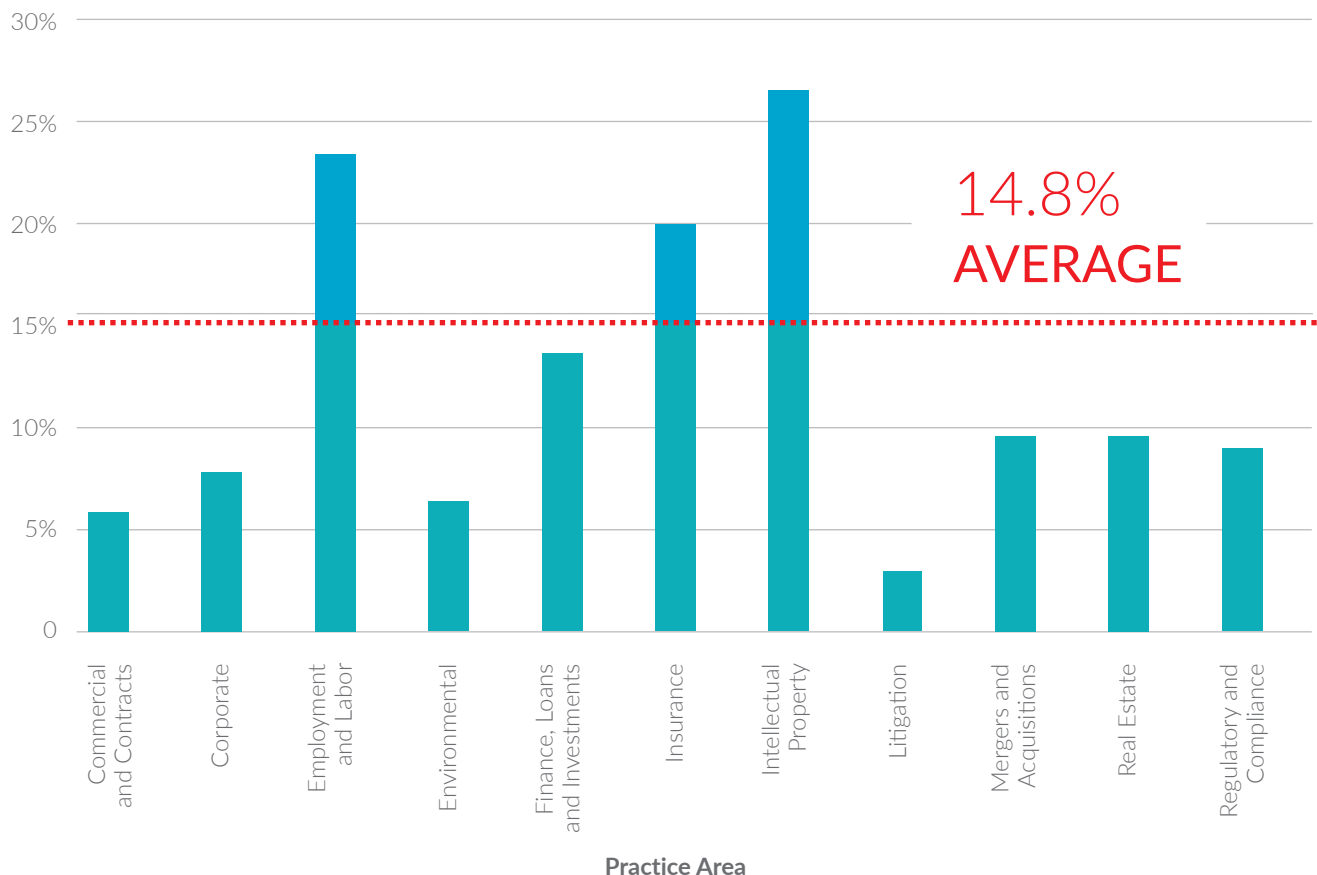
KEY METRIC

## Alternative Fee Arrangement (AFA) Usage by Matter

SOME FORM OF AFAs WERE USED IN 14.8% OF MATTERS

Based on 12 months of data ending December 31, 2021

### PERCENTAGE OF MATTERS UTILIZING AFAs



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

**INTELLECTUAL PROPERTY | INSURANCE | EMPLOYMENT & LABOR**  
utilized AFAs for at least **20%** of matters

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

3B

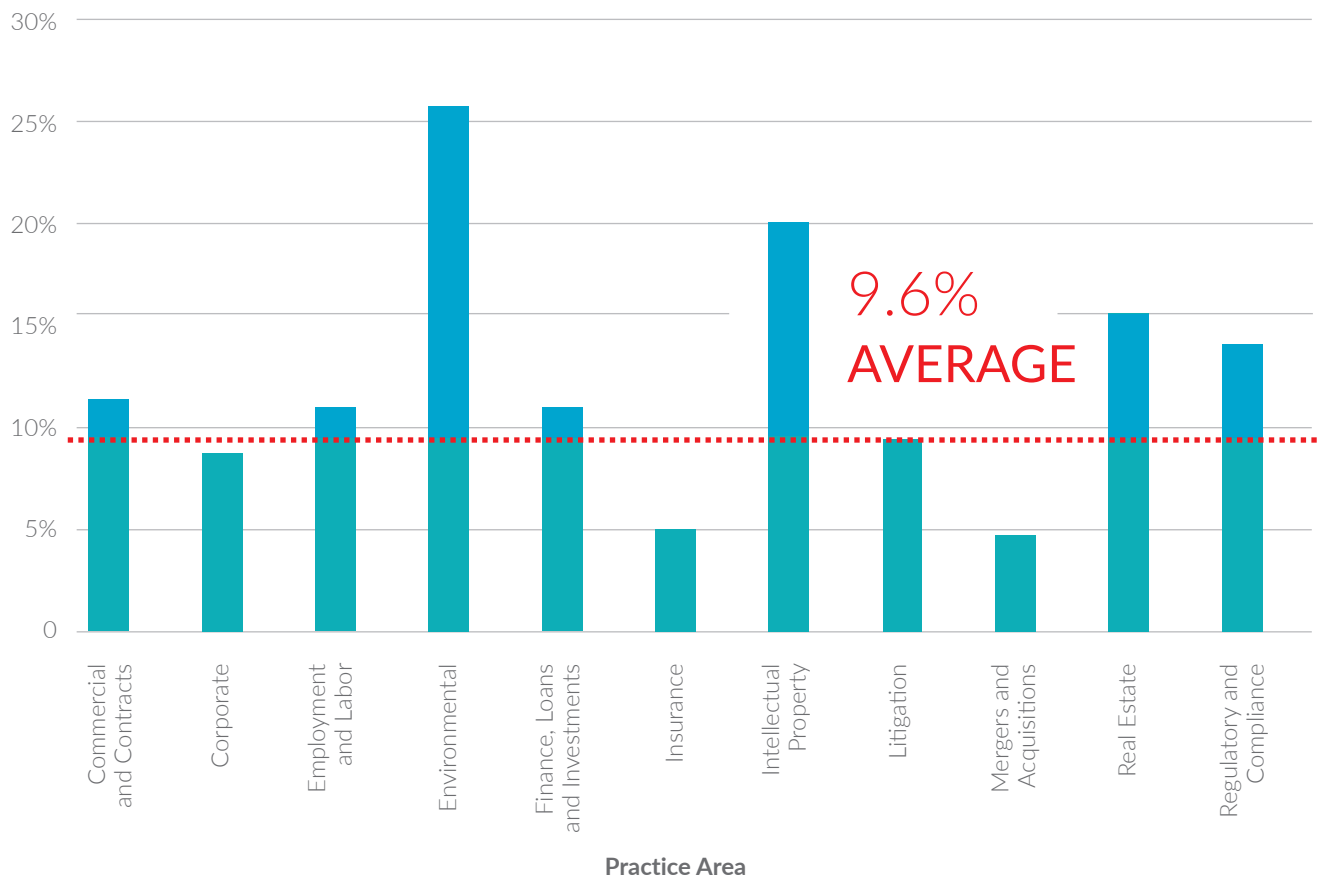
KEY METRIC

## Alternative Fee Arrangement (AFA) Usage by Billings

SOME FORM OF AFAs WERE USED IN 9.6% OF BILLINGS

Based on 12 months of data ending December 31, 2021

### PERCENTAGE OF BILLINGS UTILIZING AFAs



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



# 4

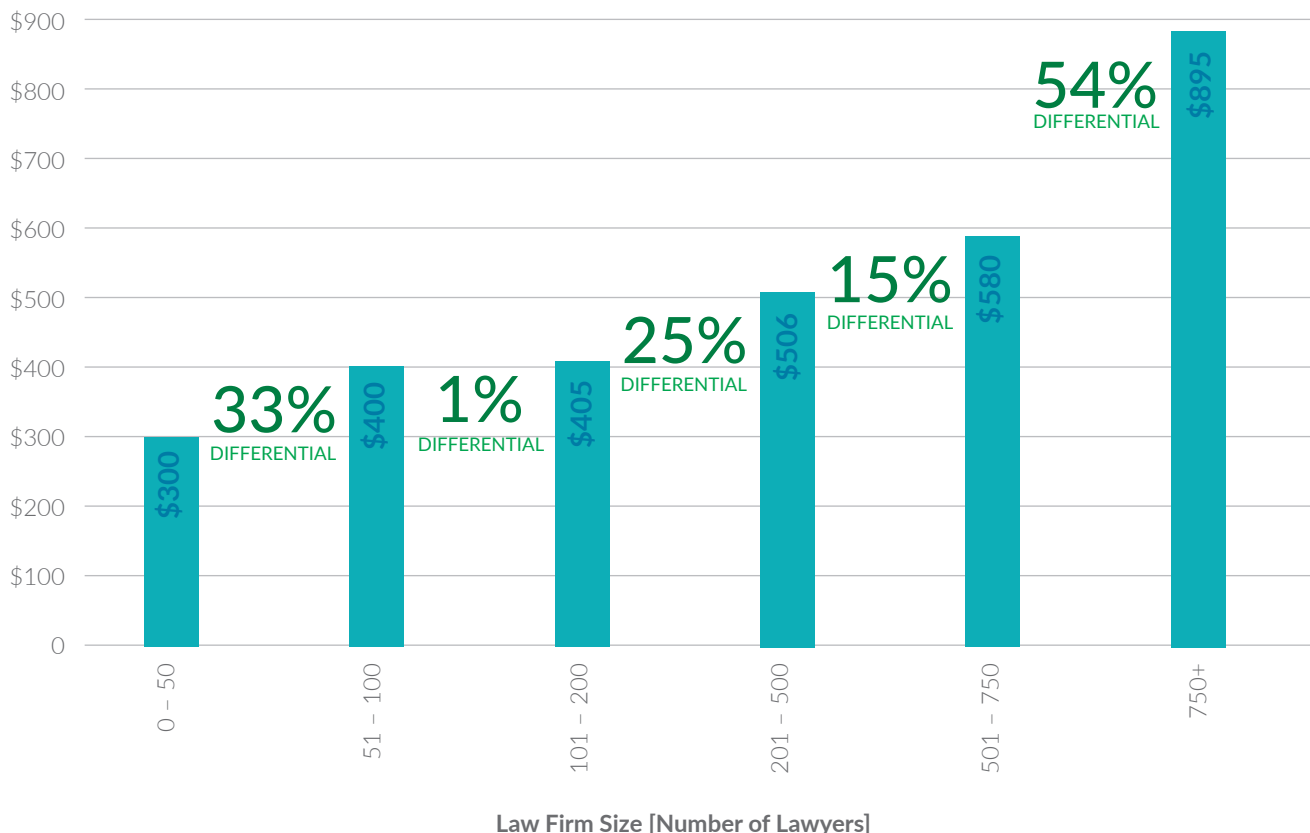
## KEY METRIC

### Partner Hourly Rate Differences by Law Firm Size

#### MEDIAN RATES ACROSS PRACTICE AREAS, EXCLUDING INSURANCE

Based on 12 months of data ending December 31, 2021

#### MEDIAN PARTNER HOURLY RATES BY LAW FIRM SIZE



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

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

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

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

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

5A

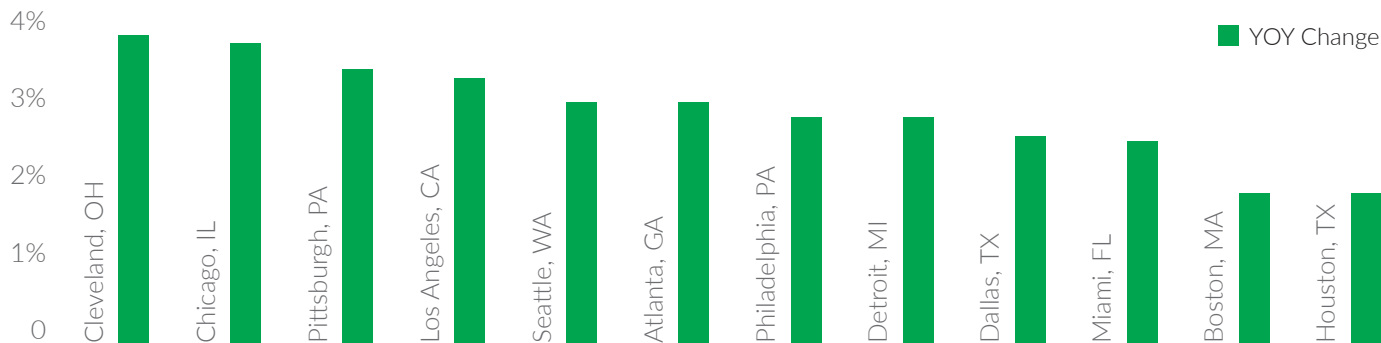
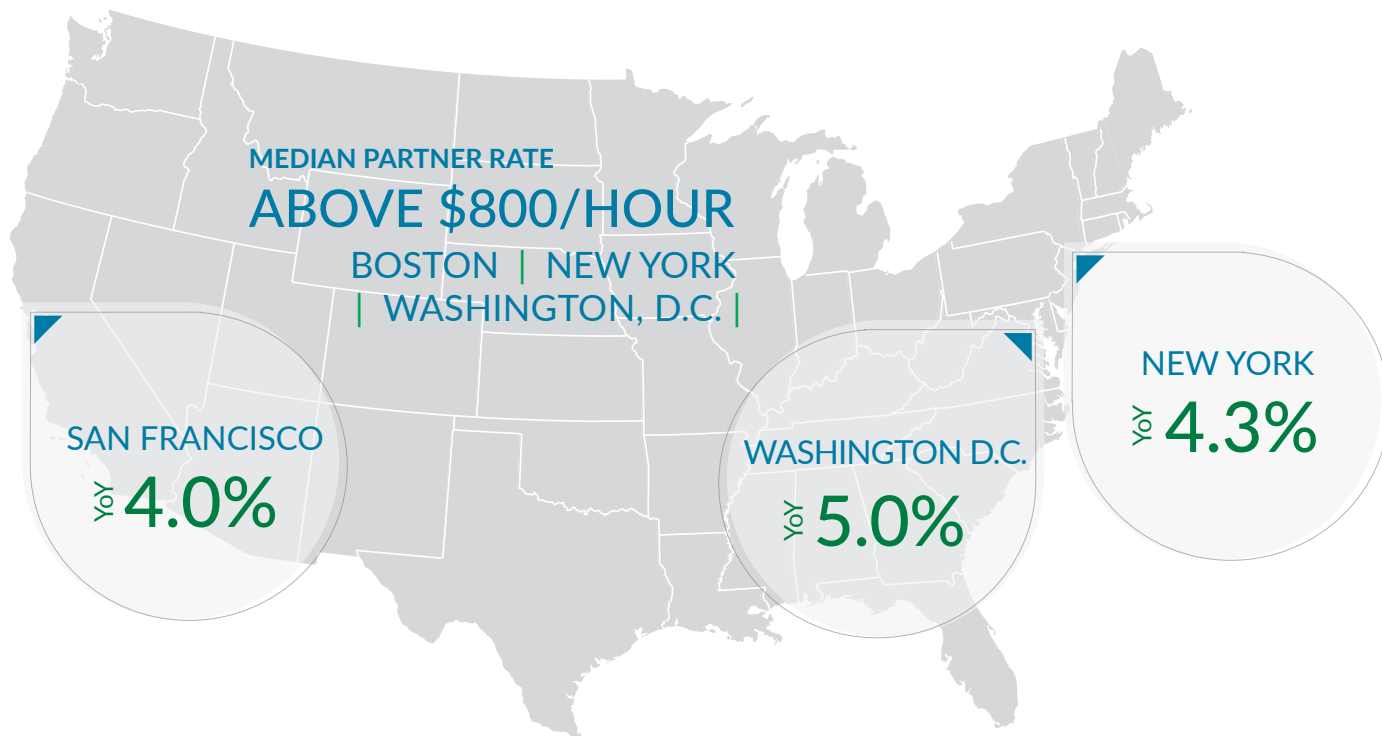
KEY METRIC

## Partner Hourly Rate Growth by City

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

Based on 12 months of data ending December 31, 2021

### PARTNER RATE GROWTH IN THREE MAJOR CITIES



**Interpreting the Chart:**

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

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

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

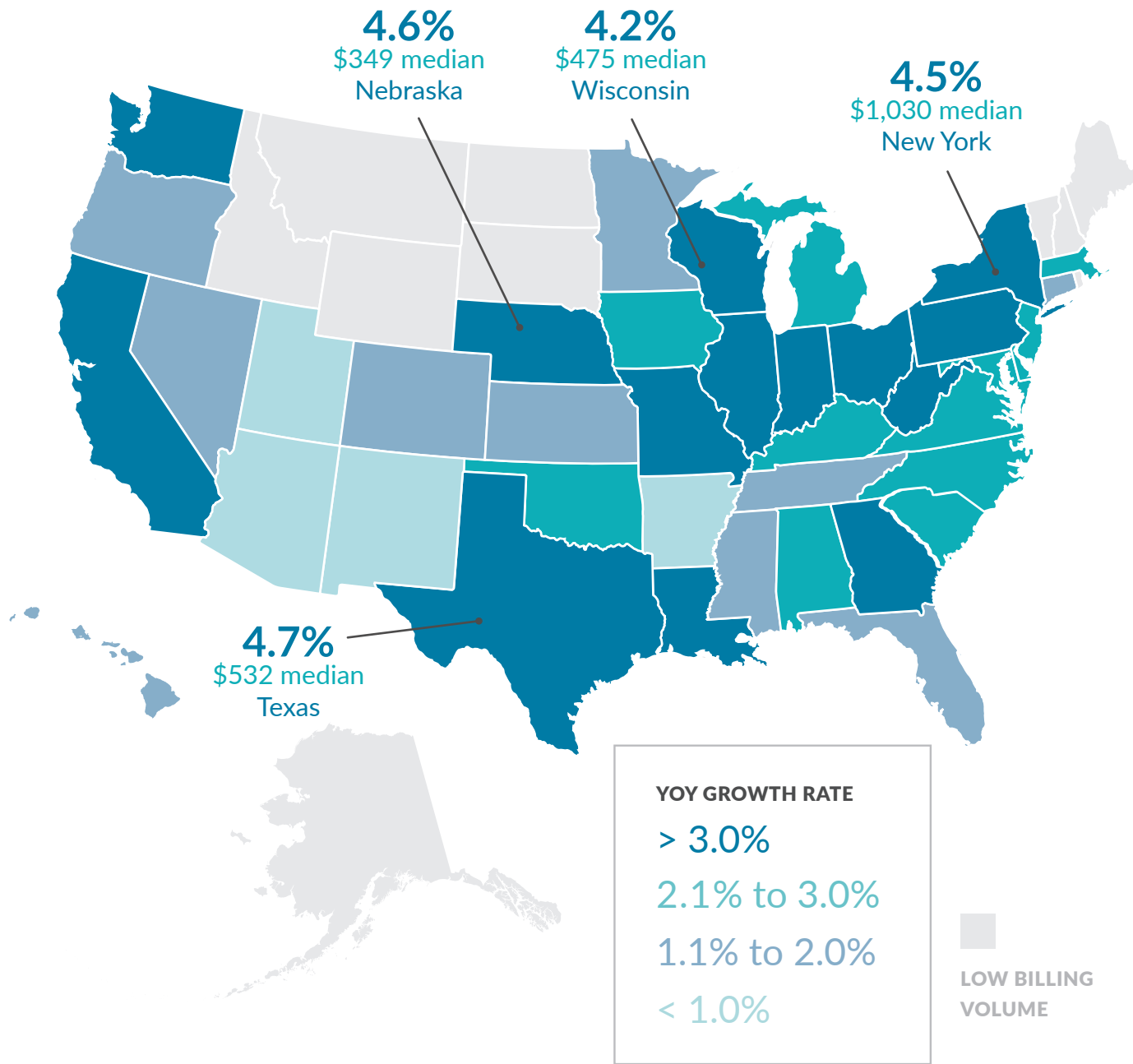
# 5B

KEY METRIC

## Partner Hourly Rate Growth by State

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

Based on 12 months data ending December 31, 2021



## 3.4% AVERAGE GROWTH IN PARTNER RATES ACROSS STATES

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

6A

KEY  
METRIC

## Median Partner Hourly Rate by Practice Area

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

Based on 12 months of data ending December 31, 2021

  
Mergers and Acquisitions  
**\$878**

**\$668**  
Commercial and Contracts

**\$636**  
Corporate

**\$575**  
Intellectual Property

  
Finance, Loans, and Investments  
**\$725**

**\$520**  
Employment and Labor

**\$495**  
Environmental

  
Regulatory and Compliance  
**\$690**

**\$477**  
Real Estate

**\$350**  
Litigation

**\$234**  
Insurance

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

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

6B

KEY METRIC

## Median Partner Rates by Subcategory of Work

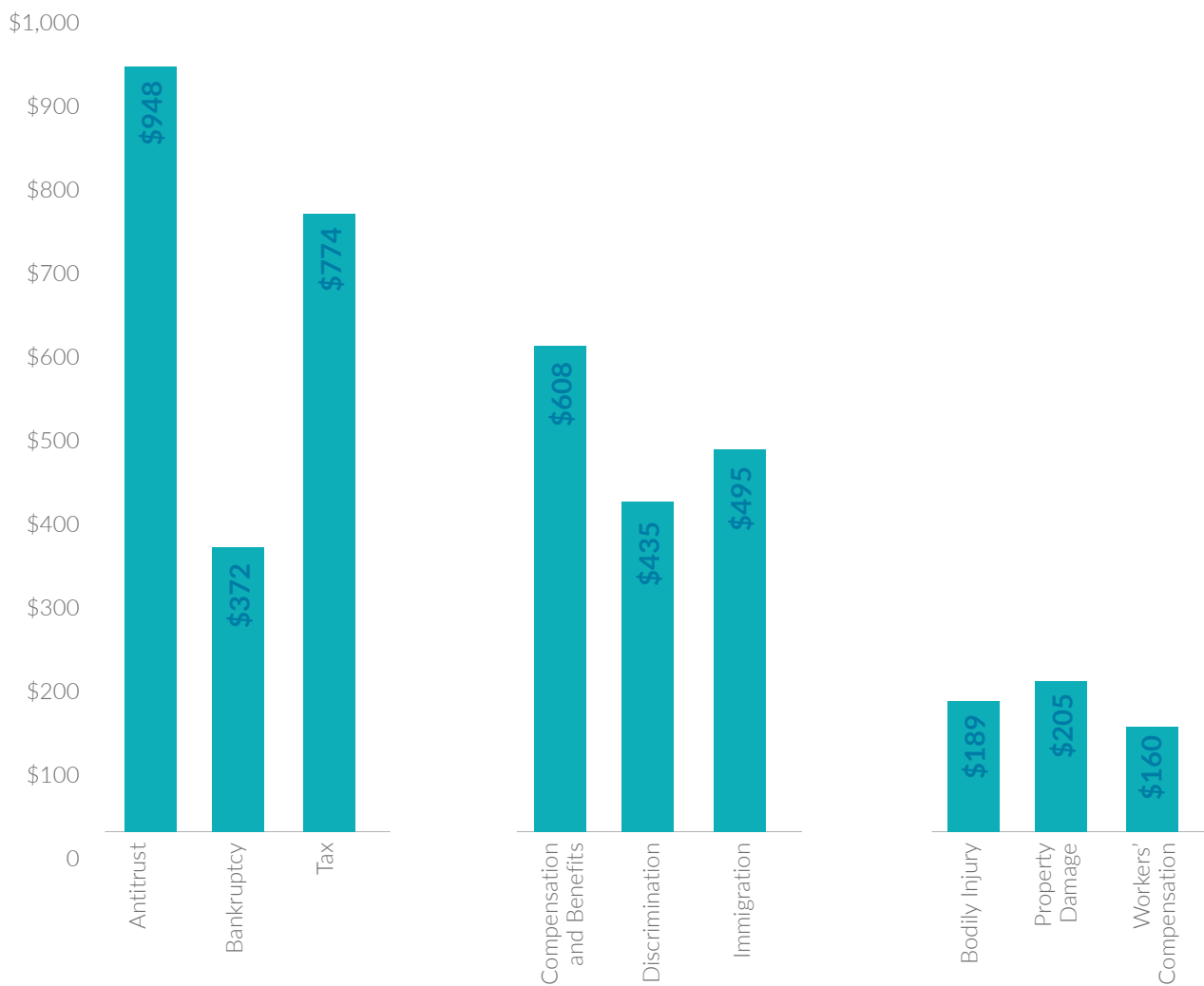
**WITHIN PRACTICE AREAS, SUBCATEGORY RATES VARY CONSIDERABLY**

Based on 12 months of data ending December 31, 2021

### CORPORATE

### EMPLOYMENT AND LABOR

### INSURANCE



6B

KEY METRIC

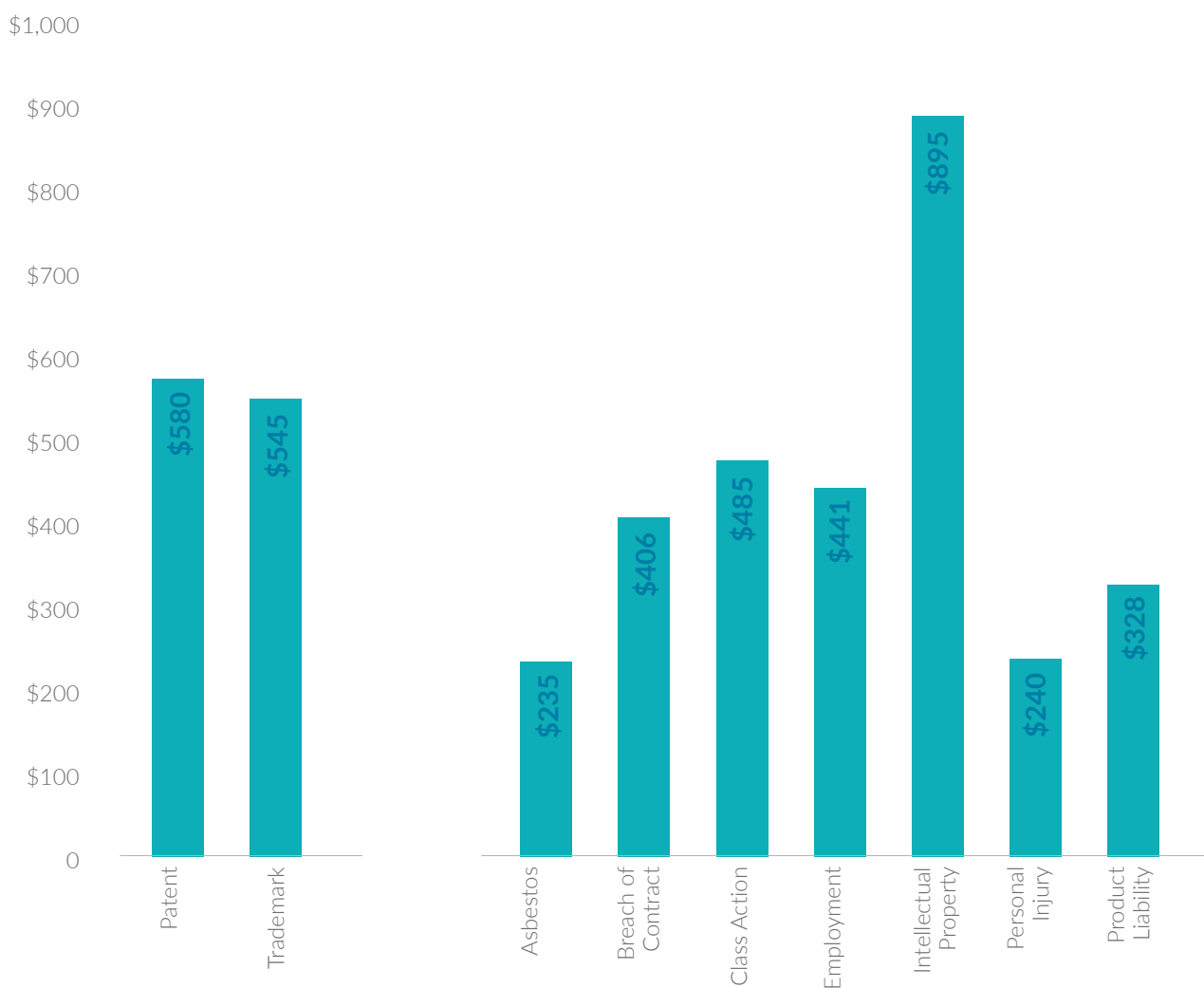
## Median Partner Rates by Subcategory of Work

**WITHIN PRACTICE AREAS, SUBCATEGORY RATES VARY CONSIDERABLY**

Based on 12 months of data ending December 31, 2021

### INTELLECTUAL PROPERTY

### LITIGATION



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

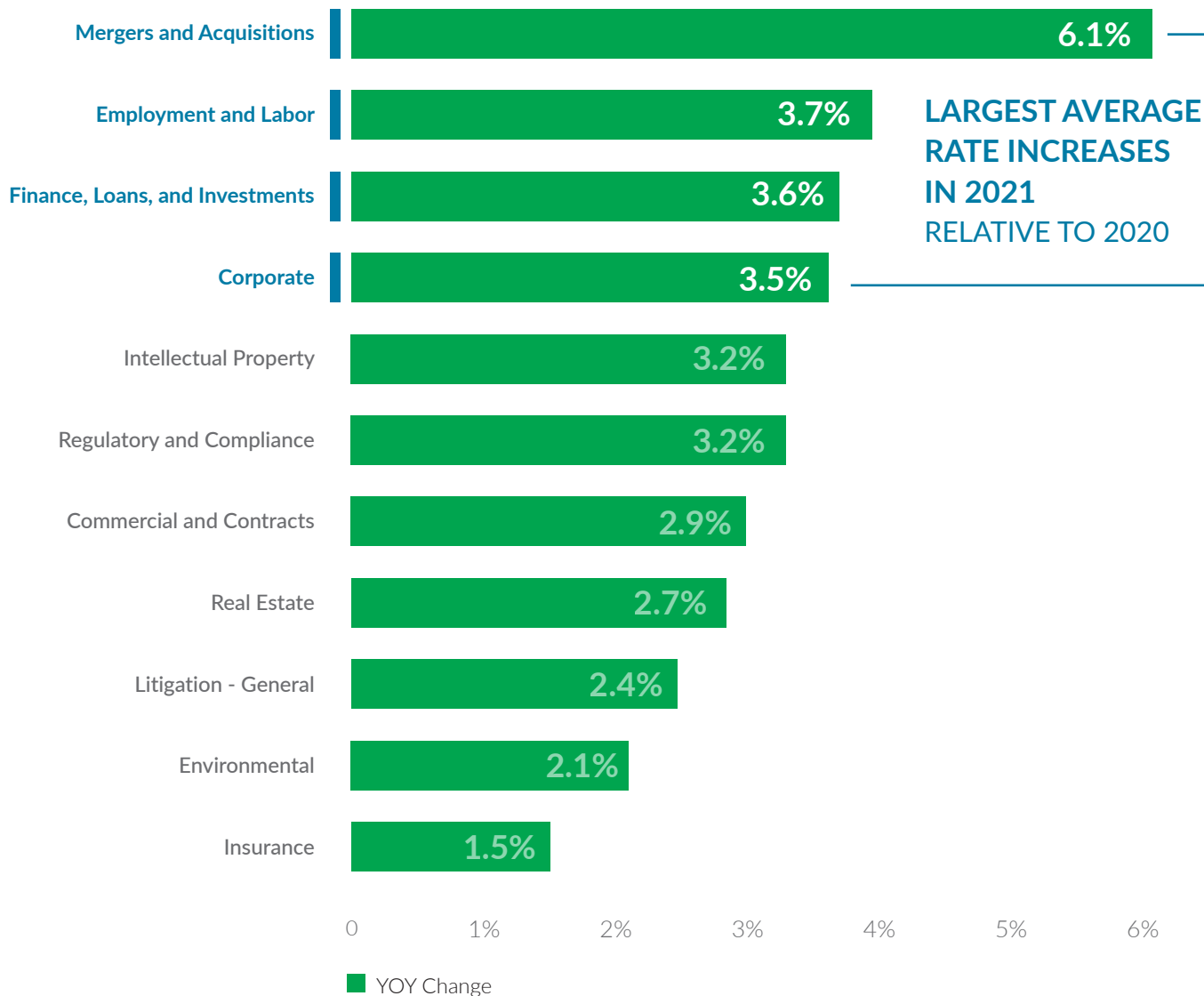
6C

KEY METRIC

## Partner Hourly Rate Growth by Practice Area

FOUR PRACTICE AREAS LEAD PARTNER RATE GROWTH IN 2021

Based on 12 months of data ending December 31, 2021



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

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

7A

KEY METRIC

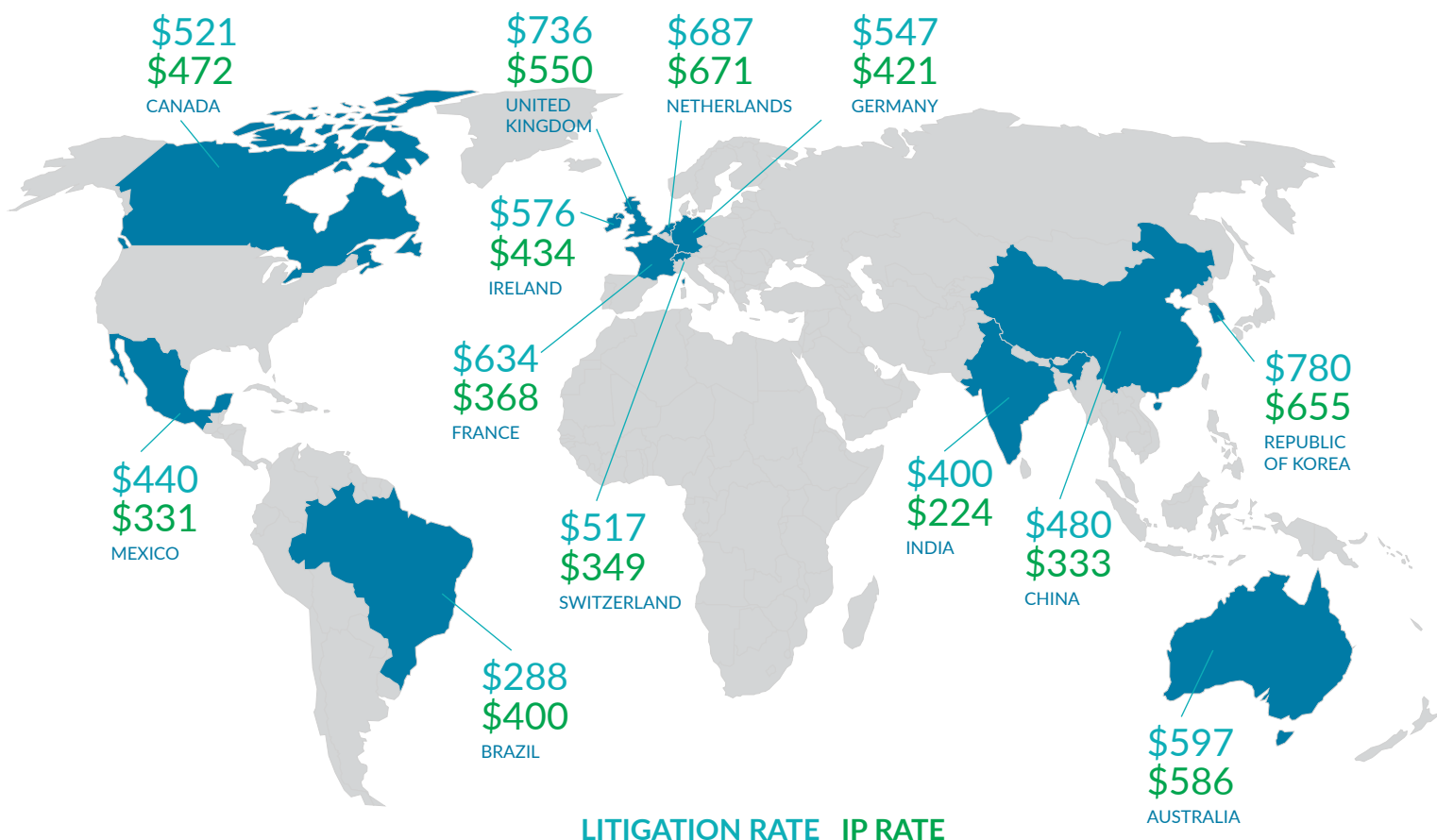
## International Partner Rates for Litigation and Intellectual Property (non-Litigation)

CORPORATIONS HIRED INTERNATIONAL OUTSIDE COUNSEL FOR BOTH LITIGATION AND IP WORK

Based on 12 months data ending December 31, 2021

EXPANDED FOR 2021

### MEDIAN PARTNER HOURLY RATES IN 13 INTERNATIONAL MARKETS RATES IN \$USD



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

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

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

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



7B

KEY METRIC

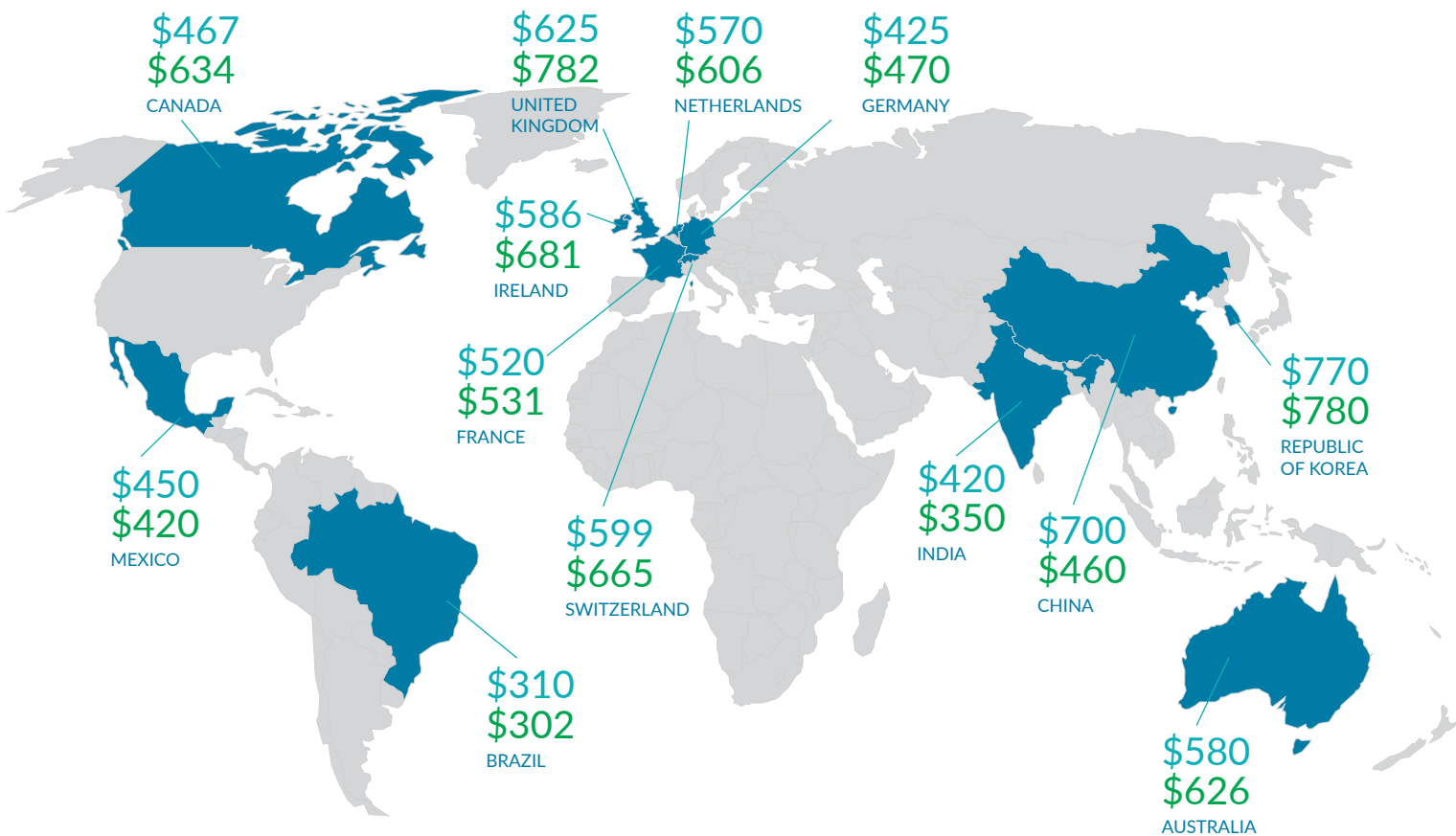
## International Partner Rates for Employment and Labor and Corporate

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

Based on 12 months data ending December 31, 2021

EXPANDED FOR 2021

### MEDIAN PARTNER HOURLY RATES IN 13 INTERNATIONAL MARKETS RATES IN \$USD



EMPLOYMENT & LABOR CORPORATE

# About the Enterprise Legal Management Trends Report



## TERMINOLOGY:

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

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

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



## Expert Contributor

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

### Author

#### **KRIS SATKUNAS – DIRECTOR OF STRATEGIC CONSULTING**

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

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

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

Kris may be reached at [kristina.satkunas@lexisnexis.com](mailto:kristina.satkunas@lexisnexis.com).

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

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

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

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

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

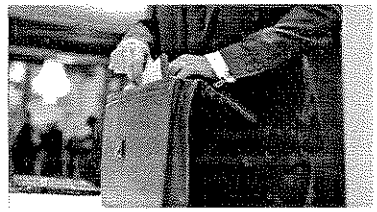
Lawyer Fees Keep Growing, But Don't Believe Them. Clients Are Demanding, and Getting, Discounts

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By JENNIFER SMITH

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



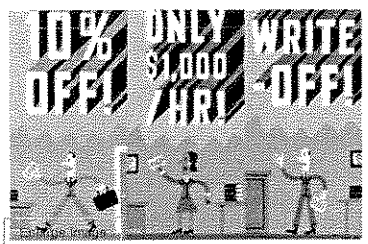
Top partners at leading U.S. law firms are charging more than ever — routinely \$1,150 or more an hour — but after discounts and write-offs the nosebleed rates aren't all they appear to be. Jennifer Smith reports. Photo: Getty Images.

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

But, as law firms boost their standard rates, many are softening the blow with widespread discounts and write-offs, meaning fewer clients are paying full freight. As a result, law firms on

average are actually collecting fewer cents on the dollar, compared with their standard, or "rack," rates, than they have in years.

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



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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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 struggling \$100 billion global corporate law firm industry, where lawyers often study rival attorney fee filings in bankruptcy cases. See which attorneys had some of the highest-known hourly rates in 2010 and 2009. Click on column headers to sort.

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Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Racke, Kirk A.	Kirkland & Ellis LLP	Corporate			\$1,250	Reader's Digest Association Inc	2010
Taplin, Ish	Kirkland & Ellis LLP	Tax			\$1,220	Vision Corp.	2010
Schmidt, Gerhard	Wells Fargo	Finance	Corporate	Mergers and Acquisition	\$1,165	Aeris International	2010
Gon, 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, Michael 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
Pisliko, 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
Reizenberg, 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, Deryok A.	Cadwalder	Finance	Bankruptcy	Mergers and Acquisition	\$1,050	Lyondell Chemical Company	2010
Aronzon, Paul	Mitbank Tweed	Bankruptcy			\$1,050	Lehman Brothers Holding Inc	2010

Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Bray, Gregory	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
Grushkin, 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
Hershtald, 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
Lifson, Richard S.	Cleary Gottlieb	Corporate	Finance	Mergers and Acquisition	\$1,020	Truve	2010
Dunbar, James A.	Cleary Gottlieb	Finance	Tax		\$1,020	Truve	2010
Passio, James	Cleary Gottlieb	Tax			\$1,020	Truve	2010
Gorin, William F.	Cleary Gottlieb	Corporate	Government	Capital Markets	\$1,020	Truve	2010
Moloney, Thomas J.	Cleary Gottlieb	Bankruptcy	Litigation	Finance	\$1,020	Truve	2010

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

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FEBRUARY 26, 2011

## Top Billers

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

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Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
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	Nortel Networks	2010
Cox, Tim	Litigators	Corporate			\$1,018	Nortel Networks	2010
Sachdev, Neel V.	Kirkland & Ellis LLP	Corporate			\$1,015	Visteon Corp.	2010
Mayo, David	Paul Weiss	Tax			\$1,015	BP Wind Down Inc	2010
Cohen, Joel	Gibson Dunn	Bankruptcy			\$1,014	Almatis	2010
Sullivan, Peter	Gibson Dunn	Intellectual Property	Litigation		\$1,014	Almatis	2010
Trinklein, Jeffrey	Gibson Dunn	Tax	Employee Benefits	Energy	\$1,014	Almatis	2010
Vance, Janet L.	Gibson Dunn	Finance	Corporate		\$1,014	Almatis	2010
Buffone, Steven P.	Gibson Dunn	Energy	Corporate	Finance	\$1,008	Almatis	2010
Jowit, Justin S.	Paul Hastings	Finance			\$1,004	Lehman Brothers Holding Inc	2010
Gander, Fred R.	Dewey LeBoeuf LLP	Finance	Tax	Corporate	\$1000	Ambac	2010
Vyskocil, Mary Kay	Simpson Thacher	Insurance	Litigation		\$1000	Washington Mutual	2010
Brown, Avri	Simpson Thacher	Employee Benefits	Executive Compensation		\$1000	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			\$1000	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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Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Huber, John J.	Latham Watkins	Capital Markets			\$1,120	Aviza Technology	2009
Reynolds, Michael	Allen & Overy LLP	Mergers and Acquisitions			\$1,111	Chemtura Corp.	2009
Norley, Lyndon E.	Kirkland & Ellis LLP	Bankruptcy			\$1,110	Chemtura Corp.	2009
Norley, Lyndon E.	Kirkland & Ellis LLP	Bankruptcy			\$1,100	Reader's Digest Association Inc	2009
Reiss, John M.	White & Case	Mergers and Acquisitions	Equities		\$1,100	Hearland Automotive Holdings	2009
Giuseppe, Stephen	Kirkland & Ellis LLP	Corporate			\$1,080	Chemtura Corp.	2009
Nakata, Nobuo	Allen & Overy LLP	Corporate			\$1,077	BearingPoint	2009
Brown, Stephen	Latham Watkins	Employee Benefits			\$1,065	Aviza Technology	2009
Chanda, Kenneth D. C.	Latham Watkins	Mergers and Acquisitions			\$1,065	Aviza Technology	2009
Pink, Sean	Latham Watkins	Tax			\$1,065	Aviza Technology	2009
Sifran, Lawrence	Latham Watkins	Finance			\$1,065	Aviza Technology	2009
Verbung, Leonard	Allen & Overy LLP	Labor and Employment			\$1,065	BearingPoint	2009
Lee-Lim, Jiyeon	Latham Watkins	International Law	Tax		\$1,065	Spanion	2009
Pisillo, Bernie	Bushman & 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
Leung, 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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Source: Valed partners, Washington, D.C. Notes: Based on recent filings in a range of bankruptcy cases. Some lawyers may have standard hourly rates above what they charged in these cases. (See caption.)

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FEBRUARY 23, 2011

## Top Billers

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

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Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Milmo, J. Gregory	Skadden	Bankruptcy			\$1,050	Interstate Bakeries	2009
Braut, Elean	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
Neelke, 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			\$1,013	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.

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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	
Agronoff, Aaron L.	Associate		Jones Day	San Francisco	CA	United States	
Alford, Henry 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	430
Bass, Eric	Associate		Jones Day	San Francisco	CA	United States	260
Benavente, Peter J.	Partner	Business Restructuring and Reorganization	Farley Braun and Mamel	San Francisco	CA	United States	1980
Berning, Scott M.	Associate	Business and Finance	Jones Day	San Francisco	CA	United States	400
Berman, David M.	Partner	Commercial Litigation, Bankruptcy and Restruc.	Morgan Lewis and Bockius Pacholski, Stang, Zühl and Jones	San Francisco	CA	United States	1974
Boroch, Martha	Partner	Corporate, Criminal Investigations	Jones Day	San Francisco	CA	United States	2007
Borstein, Jeffrey	Partner	White Collar Crime, Commercial Litigation	K and L Gates	San Francisco	CA	United States	1996
Brown, Donald W.	Partner	Business and Finance	Convington and Burking	San Francisco	CA	United States	525
Browning, J. Taylor	Associate	Tort and Environmental Litigation	Morgan Lewis and Bockius King and Spalding	San Francisco	CA	United States	590
Bunnicler, Brenda M.	Partner	Environmental	Jones Day	San Francisco	CA	United States	1996
Castro, Ruth Ann	Associate	Corporate Finance and Real Estate	Farley Braun and Mamel	San Francisco	CA	United States	380
Christensen, C. Murphy	Partner	Business Restructuring and Reorganization	Q'Meary and Myers	San Francisco	CA	United States	675
Christman, Ryan M.	Associate		Kirkland and Ellis	San Francisco	CA	United States	315
Conroy, Michelle	Associate		Jones Day	San Francisco	CA	United States	2001
Cooley, Peter J.	Equesat	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	1984
Davies, Doug	Partner	Employment	Farley Braun and Mamel	San Francisco	CA	United States	510
Dibble, Sam	Partner	Business Transactions	Farley Braun and Mamel	San Francisco	CA	United States	510
Djokic, Benjamin	Partner	Complex Commercial Securities Litigation	Holler, Erimian	San Francisco	CA	United States	282
Ernst, Megan	Associate	Trial	Jones Day	San Francisco	CA	United States	573
Dobryzowski, Daniel T.	Associate	Construction	Farley Braun and Mamel	San Francisco	CA	United States	360
Douglas, Scott	Partner		DLA Piper	San Francisco	CA	United States	525
Durr, Heather	Associate			San Francisco	CA	United States	425

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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
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	Cooley Godward Kronish Morrison and Foerster	San Francisco	CA	United States	2006	2008	540	330	515	535
Engel, G. Lairy	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	2006	355	355	375	375
Esperanza, Chysty	Associate	Labor and Employment	Farella Braun and Martel	San Francisco	CA	United States	1975	2006	675	745	695	745
Ford, Robert	Partner	Bankruptcy and Restructuring	Jones Day	San Francisco	CA	United States	2006	2006	675	745	695	745
Frank, Michael T.	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	2006	2006	675	745	695	745
Fried, Joshua M.	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	2006	2006	675	745	695	745
Franchick, John E.	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	2006	2006	675	745	695	745
Garnett, Benjamin P.	Associate	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	675	745	695	745
Gerding, Tyler	Associate	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	675	745	695	745
Gloster, Dean	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	675	745	695	745
Grother, Neil	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	675	745	695	745
Grone, John	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	675	745	695	745
Hall, Dan	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	675	745	695	745
Halt, Daniel	Associate	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	675	745	695	745
Hodkin, Frederick D.	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	675	745	695	745
Huntley, Lynn M.	Of Counsel	Litigation	DLA Piper	San Francisco	CA	United States	1990	1990	415	500	500	750
Jin, Nancy	Associate	Business Litigation	DLA Piper	San Francisco	CA	United States	1990	1990	415	500	500	750
Joslin, Nan	Partner	Business Litigation	DLA Piper	San Francisco	CA	United States	1990	1990	415	500	500	750
Karabin, Scott D.	Partner	Business Litigation	DLA Piper	San Francisco	CA	United States	1990	1990	415	500	500	750
Kaplan, Christopher W.	Associate	Business Litigation	DLA Piper	San Francisco	CA	United States	1990	1990	415	500	500	750
Kalik, Tobias S.	Partner	Business Litigation	DLA Piper	San Francisco	CA	United States	1990	1990	415	500	500	750
Kim, Nancy	Associate	Business Litigation	DLA Piper	San Francisco	CA	United States	1990	1990	415	500	500	750
Konover, Curt	Partner	Business Litigation	DLA Piper	San Francisco	CA	United States	1990	1990	415	500	500	750
Kordstein, Sam	Partner	Business Litigation	DLA Piper	San Francisco	CA	United States	1990	1990	415	500	500	750

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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 ERIS	Jones Day	San Francisco	CA	United States	1997
Mason, Dory	Associate Partner	Restructuring and Insolvency	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	1893
Myers, William A.	Partner	Insurance Liability and Recovery	Morgan, Lewis and Bockius Jones Day	San Francisco	CA	United States	1887
Myers, Martin H.	Partner	Recovery	Jones Day	San Francisco	CA	United States	1887
Nages, Adhi	Associate	Litigation	Fawcett Braun and Martel	San Francisco	CA	United States	2002
Nakas, Casey M.	Associate	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1979
Olson, James C.	Partner	Labor and Employment	Jones Day	San Francisco	CA	United States	1979
Oso, Amanda M.	Associate	Litigation	Kirkland and Ellis	San Francisco	CA	United States	1979
Osgood, Michael C.E.	Associate	Labor and Employment	Kirkland and Ellis	San Francisco	CA	United States	1979
Palton, Katie	Associate	California Employment	OMelveny and Myers	San Francisco	CA	United States	1979
Parsons, Karen H.	Associate Of Counsel	California Employment	Morgan, Lewis and Bockius	San Francisco	CA	United States	1979
Patel, Thomas R.	Partner	Cotributing	Paul, Hastings, Janofsky and Walker	San Francisco	CA	United States	1979
Potenza, Alex	Associate	Corporate	Paul, Hastings, Janofsky and Walker	San Francisco	CA	United States	2008
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	1969
Ritter, Peter	Partner	Tax Practice	Jones Day	San Francisco	CA	United States	1969
Roche, Laura	Associate	Business Tax and Investment Funds	OMelveny and Myers	San Francisco	CA	United States	1969
Rodriguez, Noel	Associate	Business Tax and Investment Funds	OMelveny and Myers	San Francisco	CA	United States	1969
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	1998
			Fawcett Braun and Martel	San Francisco	CA	United States	1998
			Fawcett Braun and Martel	San Francisco	CA	United States	1998

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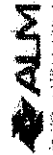
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Name	Title	Practice Area	Firm	CV	State	Country	Graduated Law School	Practicing Since	2006 Rates	2007 Rates	2008 Rates	2009 Rates	2010 Rates
Shepard, Michael	Associate	Securities Litigation	Heber Eisen	San Francisco	CA	United States	2008	2008	750	760	760	760	760
Shin, Susan	Associate	Labor and Employment	Heber Eisen	San Francisco	CA	United States	2008	2008	260	260	325	325	390
Sponner, Leah	Associate	Commercial Litigation	K. and L. Gates	San Francisco	CA	United States	2003	2003	430	430	410	410	395
Stoyars, Eric	Associate	Business Transactions	King Spink	San Francisco	CA	United States							
Stewart, Rhonda L.	Associate	Business Transactions	King Spink	San Francisco	CA	United States							
Thaler, Alexandra (Sister)	Associate	Litigation	King Spink	San Francisco	CA	United States							
Thompson, Grant	Associate	Labor and Employment	King Spink	San Francisco	CA	United States							
Topnik, Christie D.	Associate	Tax	King Spink	San Francisco	CA	United States							
Trepert, Hollen	Associate	Business Restructuring and Reorganization	Paul, Hastings, Janofsky and Walker	San Francisco	CA	United States							
Trodels, Robert A.	Partner	Business Restructuring and Reorganization	Paul, Hastings, Janofsky and Walker	San Francisco	CA	United States							
Ulland, Suzanne	Partner	Finance, Corporate and Bankruptcy	James Day	San Francisco	CA	United States							
Vogt, Gary W.	Senior Legal Assistant	Litigation	James Day	San Francisco	CA	United States							
Wagener, Kristine	Associate	Litigation	James Day	San Francisco	CA	United States							
Wall, Gregory A.	Senior Attorney	Business Transactions	James Day	San Francisco	CA	United States							
Wessels, Kelly	Associate	Labor and Employment	James Day	San Francisco	CA	United States							
Whalen, Joe	Partner	Litigation	James Day	San Francisco	CA	United States							
Winks, Jack L.	Associate	Insurance and Risk Management	James Day	San Francisco	CA	United States							
Wilson, Nicholas	Counsel	Business Transactions	James Day	San Francisco	CA	United States							
Woodruff, Kelly	Partner	Business Transactions	James Day	San Francisco	CA	United States							
Zwibelman, Michael	Partner	Business Transactions	James Day	San Francisco	CA	United States							

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# EXHIBIT 11

**Westlaw CourtExpress**

**LEGAL BILLING REPORT**

VOLUME 11, NUMBER 1

May 2009

**BY BILLING RATE**

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Kelly, Jr., Daniel	Davis Polk & Wardwell (CA)	1986	1986	CA	\$ 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	Weil, Gotschal & Mangos LLP (CA)	1986	1986	CA	799.00	0.80	639.20
P Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1978	CA	750.00	4.50	3,555.00
OC Morris, Michael	Herrigan Bennett & Dorman LLP	1979	1979	CA	750.00	65.20	45,652.00
P Avulich, 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.	Herrigan Bennett & Dorman LLP	1978	1978	CA	680.00	18.10	6,868.00
P Kevane, Henry	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1985	1986	CA	675.00	19.10	12,892.50
A Goslich, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	176.20	117,174.00
P Brown, Kenneth H.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1977	1981	CA	650.00	27.30	47,745.00
P Fidler, David	Klee, Tuchin, Bogdanoff & Stern, LLP	1997	1998	CA	650.00	23.10	15,015.00
P Weiskamm, Henry	Munger Tolles & Olson LLC	1987	1987	CA	650.00	0.50	328.00
P Bernthal, David M.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1989	1993	CA	645.00	35.50	22,952.00
P Montgomery, Cromwell	Gibson Dunn & Crutcher, LLP (CA)	1997	1997	CA	635.00	0.80	508.00
P Brown, Dennis	Munger Tolles & Olson LLC	1970	1970	CA	625.00	17.80	11,125.00
A Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	13.50	8,235.00
A DeGrath, Shiva	White & Case LLP (CA)	2003	2003	CA	600.00	183.70	110,220.00
P Vincent, Garth	Munger Tolles & Olson LLC	1988	1988	CA	600.00	124.90	74,780.00
A Scott, Malinda	White & Case LLP (CA)	2004	2004	CA	600.00	20.90	12,540.00
P Buchanan, Laura	Klee, Tuchin, Bogdanoff & Stern, LLP	1991	1991	CA	590.00	0.20	118.00
A Ger Kwang-chien, B	Weil, Gotschal & Mangos LLP (CA)	2003	2003	CA	570.00	28.50	16,530.00
A Edgell, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	2.50	1,653.00
P Heintz, Jeffrey	Munger Tolles & Olson LLC	1884	1984	CA	550.00	35.10	19,305.00
P Fried, Jeffrey	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1995	1995	CA	535.00	21.40	11,449.00
P Ruton, James	Munger Tolles & Olson LLC	1997	1997	CA	525.00	25.80	13,545.00
A Morse, Joseph	Herrigan Bennett & Dorman LLP	2000	2000	CA	505.00	13.10	6,615.50
A Malach, Michael	Weil, Gotschal & Mangos LLP (CA)	2005	2005	CA	500.00	36.50	18,250.00
A Barsho, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	14.00	6,580.00
A Liu, Leslie	Weil, Gotschal & Mangos LLP (CA)	2006	2006	CA	465.00	45.90	21,343.50
A Kauffman, Derek	Munger Tolles & Olson LLC	2005	2005	CA	450.00	508.30	228,733.00
A Hochleiner, Brian	Munger Tolles & Olson LLC	2002	2002	CA	435.00	0.30	130.50
A Nathan, Joseph	Weil, Gotschal & Mangos LLP (CA)	2007	2007	CA	415.00	25.20	10,458.00
A Jaspser, M. Lance	Munger Tolles & Olson LLC	2006	2006	CA	400.00	96.20	38,480.00
A Estandart, Barney	Munger Tolles & Olson LLC	2006	2006	CA	400.00	8.80	3,520.00
A Rubin, Francis E.	O'Melveny & Myers LLP (CA)	2006	2006	CA	395.00	8.40	3,318.00

California Rate Report

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 Reason, Matthew	Wells, Goltsbel & Marges LLP (CA)	2008	2008	CA	355.00	13.50	4,792.50
A Guzman, Tanya	O'Melvaney & Myers LLP (CA)	2007	2007	CA	330.00	2.30	828.00
PP Neglia, Ross	O'Melvaney & Myers LLP (CA)				260.00	6.20	1,612.00
Finalson, Katha	Pachulski Slang Zieni Young Jones & 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 Fearson, Sandra	Klein, Tucka, Bogdanoff & Stern, LLP			CA	215.00	1.90	408.50
PP Floyd, Kevin	Hennigan Bennett & Dorman LLP				210.00	0.30	63.00
PP Krojts, Cheryl	Pachulski Slang Zieni Young Jones & Weintraub (CA)				205.00	2.20	451.00
CMA Pittman, Sherrie	Pachulski Slang Zieni Young Jones & Weintraub (CA)				125.00	2.50	325.00



**Westlaw CourtExpress**

**LEGAL BILLING REPORT**

VOLUME 11, NUMBER 2

August 2009

**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	Well, Gotshall & 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
P Blort, Jeffrey E.	Sidley Austin Brown & Wood LLP (CA)	1997	1998	CA	700.00	110.90	77,630.00
P Myers, Martin	White & Case LLP (CA)	1987	1987	CA	700.00	28.50	19,850.00
P Grassowen, Debra L.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1991	1992	CA	695.00	5.50	3,822.50
P Gustafson, Mark E.	White & Case LLP (CA)	1998	1998	CA	685.00	117.70	80,824.50
P Alash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	39.40	26,595.00
A Gorsich, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	271.50	147,297.50
P Montgomery, Cromwell	Gibson Dunn & Crutcher, LLP (CA)	1997	1997	CA	635.00	2.50	1,587.50
A Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	11.50	7,015.00
A Derahim, Shiva	White & Case LLP (CA)	2003	2003	CA	600.00	217.50	130,500.00
A Scott, Melanie	White & Case LLP (CA)	2004	2004	CA	800.00	74.90	44,940.00
P Trudell, Robert	White & Case LLP (CA)	1995	1995	CA	600.00	35.30	21,180.00
A Ger Kwang-chlon, B.	Well, Gotshall & Manges, LLP (CA)	2003	2003	CA	580.00	54.20	31,436.00
OC Matcail, Brian	Klee, Tuchin, Bogdanoff & Stern, LLP	1998	1999	CA	575.00	12.40	7,130.00
A Egoff, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	0.50	285.00
C Crosby IV, Peter	White & Case LLP (CA)	1984	1984	CA	565.00	13.30	7,514.50
A Martin, Jill	White & Case LLP (CA)	2006	2006	CA	550.00	45.80	25,180.00
A Correa, 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	Well, Gotshall & Manges, LLP (CA)	2005	2005	CA	500.00	175.30	87,650.00
A Rodriguez, Noel	White & Case LLP (CA)	2003	2003	CA	500.00	41.80	20,900.00
A Heyn, Matthew	Klee, Tuchin, 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	Well, Gotshall & Manges, LLP (CA)	2006	2006	CA	465.00	302.70	140,755.50
A Chun, Sebyul	White & Case LLP (CA)	2008	2008	CA	460.00	162.10	74,565.00

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 Gurst, David	Klea, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	366.70	157,881.00
A Pczmanier, Courtney	Klea, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	23.29	9,976.00
A Dickerson, Matthew	Sidley Austin Brown & Wood LLP (CA)	2007	2007	CA	425.00	25.30	10,752.50
A Tran, William	Sidley Austin Brown & Wood LLP (CA)	2006	2006	CA	425.00	5.40	2,295.00
A Nathan, Joseph	Well, Golsthal & Manes LLP (CA)	2007	2007	CA	415.00	61.50	25,522.50
A Whitson, Lorna S.	Gibson Dunn & Crutcher, 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	Klea, Tuchin, Bogdanoff & Stern, LLP	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 Graciano, 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

**Westlaw CourtExpress**

**LEGAL BILLING REPORT**

VOLUME 11, NUMBER 3

December 2009

**BY BILLING RATE**

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Pachnisi, Richard M.	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1978	1979	CA	\$ 885.00	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 Pachnisi, Richard M.	Gibson Dunn & Crutcher, LLP (CA)	1979	1979	CA	850.00	68.00	57,800.00
P Arnold, Devin	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1975	1976	CA	840.00	1.00	840.00
P Ziehl, Dean A.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	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	1886	1988	CA	820.00	80.20	65,764.00
P Orgel, Robert B.	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1981	1981	CA	785.00	357.30	284,053.50
P Richards, Jeremy	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1980	1981	CA	795.00	158.50	126,007.50
P Zehn, Dean A.	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1978	1978	CA	795.00	94.00	74,730.00
P Zehn, Dean A.	Pachnisi 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	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
P Grassie, Debra L.	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1992	1992	CA	695.00	6.50	3,822.50
P Galin, Andrew	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1983	1983	CA	685.00	3.40	2,363.00
P Parker, Daryl	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1968	1970	CA	675.00	60.80	41,040.00
P Mahoney, James	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1968	1967	CA	675.00	16.60	11,205.00
P Arash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	14.80	9,990.00
P Davids, 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	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	585.00	100.80	59,976.00
A Newmark, Victoria	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1986	1987	CA	595.00	32.50	18,337.50
C Cho, Shady	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	595.00	19.40	11,533.00
C Hochman, Harry	Pachnisi 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	802.50
OC Metcalf, Brian	Klee, Tuchin, Bogdanoff & Stern, LLP	1999	1999	CA	575.00	0.70	402.50
A Heyn, Wayne	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
P Brown, Glenn	Klee, Tuchin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	109.70	54,301.50
A Barstow, Melissa	Pachnisi 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	McKerrea Long & Abshire, 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
PP Lacroix, Maurice	Klee, Tuchin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	16.60	4,980.00
LIB Fornaster, Leslie A.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	2008	2008	CA	250.00	20.30	5,075.00
	Pachnisi Stang Zehn Young Jones & Weintraub (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 Gyncerfer, Michelle	Mckenna Long & Aldridge LLP (CA)				215.00	60.40	12,986.00
PP Brown, Thomas J.	Klee, Tuchin, Bogdanoff & Stern, LLP				215.00	57.40	11,268.00
PP Matoso, Mike	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				195.00	59.75	11,651.25
PP Brown, Thomas J.	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				195.00	6.00	1,170.00
US Euenheart, Christine	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				180.00	2.00	360.00
PP Sahn, Andrew	Mckenna Long & Aldridge LLP (CA)				180.00	3.00	540.00
PP Bass, John	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				150.00	16.80	2,535.00
					150.00	0.80	120.00

# EXHIBIT 12





**2010 NLJ Billing Survey**

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





Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Dewey & Leboeuf LLP	New York							
2010	Dickinson Wright	Detroit		\$575	\$355		\$275	\$195	
2010	Dickstein Shapiro	Washington	\$546	\$950	\$525	\$656	\$530	\$265	\$426
2010	Dinsmore & Shohl	Cincinnati	\$302	\$590	\$220	\$360	\$300	\$175	\$222
2010	DLA Piper	Chicago							
2010	Dorsey & Whitney	Minneapolis	\$410	\$795	\$290	\$515	\$440	\$180	\$285
2010	Duane Morris	Philadelphia	\$483	\$650	\$240	\$560	\$480	\$135	\$349
2010	Dykema Gossett	Detroit	\$445	\$635	\$360	\$495	\$450	\$225	\$325
2010	Eckert Seamans Chertin & Melloff	Pittsburgh		\$625	\$250		\$320	\$150	
2010	Edwards Angell Palmer & Dodge	Boston	\$451	\$780	\$345	\$571	\$610	\$200	\$323
2010	Epstein Becker & Green	New York	\$429	\$850	\$350	\$620	\$450	\$180	\$325
2010	Faegre & Benson LLP	Minneapolis							
2010	Finnegan, Henderson, Farabow, Garrett & Dünner	Washington							
2010	Fish & Richardson	Boston							
2010	Fisher & Phillips	Atlanta		\$505	\$340		\$360	\$220	
2010	Fitzpatrick, Calla, Harper & Scinto	New York		\$730	\$460		\$440	\$275	
2010	Foley & Lardner	Milwaukee	\$554	\$1,035		\$664		\$255	\$426
2010	Foley Hoag	Boston							
2010	Ford & Harrison	Atlanta		\$620	\$375		\$390	\$250	
2010	Fowler White Boggs	Tampa, FL	\$350	\$675	\$325	\$400	\$315	\$205	\$250
2010	Fox Rothschild	Philadelphia	\$407	\$690	\$315	\$473	\$475	\$235	\$298
2010	Frost Brown Todd	Cincinnati	\$279	\$515	\$200	\$326	\$250	\$150	\$189
2010	Fulbright & Jaworski	Houston							
2010	Gardere Wynne Sewell	Dallas	\$445	\$615	\$380	\$531	\$445	\$195	\$311
2010	Gibbons	Newark, NJ	\$404	\$790	\$390	\$479	\$450	\$250	\$289
2010	Gibson, Dunn & Crutcher LLP	Los Angeles							
2010	Godfrey & Kahn	Milwaukee		\$495	\$325		\$340	\$180	
2010	Goodwin Procter	Boston							

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Gordon & Rees	San Francisco, CA							
2010	GrayRobinson	Orlando, FL		\$750	\$225		\$315	\$150	
2010	Greenberg Traurig	New York	\$453	\$875	\$355	\$550	\$610	\$200	\$332
2010	Harris Beach	Rochester, NY		\$500	\$275		\$250	\$140	
2010	Haynes and Boone	Dallas							
2010	Hinshaw & Culbertson	Chicago							
2010	Hiscock & Barclay	Syracuse, NY	\$311	\$650	\$195	\$348	\$440	\$150	\$234
2010	Hodgson Russ	Buffalo, NY	\$328	\$665	\$230	\$374	\$410	\$175	\$238
2010	Hogan Lovells	Washington							
2010	Holland & Hart LLP	Washington							
2010	Holland & Knight	Washington	\$418	\$850	\$300	\$499	\$480	\$185	\$288
2010	Holme Roberts & Owen	Denver	\$356	\$635	\$285	\$415	\$530	\$170	\$295
2010	Honigman Miller Schwartz and Cohn	Detroit							
2010	Hughes Hubbard & Reed LLP	New York							
2010	Hunton & Williams	Richmond, VA							
2010	Husch Blackwell	St. Louis	\$329	\$804	\$230	\$357	\$415	\$171	\$220
2010	Ice Miller LLP	Indianapolis							
2010	Irell & Manella	Los Angeles							
2010	Jackson Kelly	Charleston, WV		\$495	\$245		\$275	\$155	
2010	Jackson Lewis	White Plains, NY	\$384	\$715	\$260	\$428	\$440	\$150	\$282
2010	Jones Day	Washington							
2010	Jones, Walker, Waechter, Poitevent, Carrara & Denegre	New Orleans		\$620	\$195		\$275	\$140	
2010	K&L Gates	Pittsburgh							
2010	Kelley Drye & Warren	New York		\$900	\$465		\$665	\$275	
2010	Kenyon & Kenyon LLP	New York							



Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Kilpatrick Stockton	Atlanta	\$425	\$730	\$375	\$527	\$465	\$225	\$320
2010	Kirkland & Ellis	Chicago							
2010	Knobbe, Martens, Olson & Bear	Irvine, CA	\$432	\$710	\$395	\$511	\$450	\$285	\$332
2010	Kramer Levin Naftalis & Frankel	New York							
2010	Lane Powell	Seattle	\$349	\$600	\$310	\$431	\$350	\$230	\$278
2010	Lathrop & Gage	Kansas City		\$490	\$255		\$265	\$160	
2010	LeClairRyan, Professional Corporation	Richmond, VA							
2010	Leonard, Street and DeNard	Minneapolis							
2010	Lewis and Roca	Phoenix, AZ							
2010	Lewis Brisbois Bisgaard & Smith	Los Angeles							
2010	Lewis, Rice & Fingersh	St. Louis		\$460	\$250		\$315	\$150	\$235
2010	Lindquist & Vennum	Minneapolis	\$330			\$415			\$296
2010	Littler Mendelson	San Francisco	\$372	\$650	\$290	\$445	\$480	\$210	\$320
2010	Locke Lord Bissell & Liddell	Dallas	\$486	\$1,120	\$400	\$589	\$525	\$215	\$320
2010	Loeb & Loeb	New York		\$975	\$475		\$575	\$275	
2010	Lowenstein Sandler	Roseland, NJ		\$825	\$440		\$575	\$235	
2010	Luce, Forward, Hamilton & Scripps	San Diego		\$670	\$350		\$445	\$245	
2010	Manatt, Phelps & Phillips	Los Angeles	\$568	\$850	\$525	\$651	\$525	\$200	\$405
2010	Marshall, Dennehey, Warner, Coleman & Goggin	Philadelphia		\$410	\$145		\$320	\$130	
2010	Maynard, Cooper & Gate	Birmingham, AL		\$600	\$325		\$295	\$235	
2010	McAndrews, Held & Malloy	Chicago		\$675	\$260		\$850	\$225	

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	McCarter & English	Newark, NJ	\$355	\$825	\$360	\$498	\$405	\$215	\$313
2010	McEroy, Deutsch, Mulvaney & Carpenter	Morristown, N.J.	\$210	\$550	\$295	\$280	\$275	\$150	\$190
2010	McGuireWoods	Richmond, Va.	\$455	\$830	\$325	\$543	\$600	\$220	\$355
2010	McKenna Long & Aldridge	Atlanta	\$455	\$775	\$375	\$540	\$490	\$220	\$366
2010	Michael Best & Friedrich	Milwaukee	\$345	\$650	\$235	\$400	\$320	\$190	\$239
2010	Miles & Stockbridge	Baltimore	\$695	\$695	\$325	\$370	\$370	\$220	\$239
2010	Miller & Martin	Chattanooga, TN	\$328	\$610	\$235	\$361	\$275	\$180	\$218
2010	Miller, Canfield, Paddock and Stone	Detroit							
2010	Montgomery, McCracken, Walker & Rhoads	Philadelphia		\$625	\$380	\$461	\$395	\$205	\$284
2010	Moore & Van Allen	Charlotte, N.C.	\$364	\$785	\$265	\$441	\$350	\$180	\$257
2010	Morgan, Lewis & Bockius	Philadelphia							
2010	Morris, Manning & Martin	Atlanta	\$424	\$760	\$425	\$492	\$545	\$225	\$353
2010	Morrison & Foerster	San Francisco, CA							
2010	Munger, Tolles & Olson	Los Angeles							
2010	Neal, Gerber & Eisenberg	Chicago							
2010	Nelson Mullins Riley & Scarborough	Columbia, SC	\$347	\$850	\$245	\$399	\$335	\$185	\$248
2010	Nexsen Pruet	Columbia, SC		\$625	\$230		\$250	\$150	
2010	Nixon Peabody	New York	\$429	\$905	\$375	\$613	\$580	\$195	\$388
2010	O'Melveny & Myers	Los Angeles							
2010	Ogletree, Deakins, Nash, Smoak & Stewart	Greenville, S.C.	\$351	\$575	\$300	\$389	\$390	\$195	\$285

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Orrick, Herrington & Sutcliffe	San Francisco, CA							
2010	Parker Poe Adams & Bernstein LLP	Charlotte N.C.							
2010	Patton Boggs	Washington	\$482	\$990	\$355	\$645	\$550	\$215	\$399
2010	Paul, Hastings, Janofsky & Walker	New York							
2010	Paul, Weiss, Riffkind & Wharton & Garrison LLP	New York							
2010	Pepper Hamilton	Philadelphia	\$326	\$825	\$420	\$547	\$465	\$230	\$329
2010	Perkins Core	Seattle	\$447	\$825	\$275	\$534	\$570	\$200	\$354
2010	Phelps Dunbar	New Orleans	\$226	\$385	\$160	\$272	\$240	\$145	\$183
2010	Phillips Lytle	Buffalo, NY	\$255	\$535	\$260	\$352	\$450	\$150	\$283
2010	Pillsbury Winthrop Shaw Pittman	New York							
2010	Polsinelli Shughart	Kansas City, MO		\$600	\$250		\$325	\$185	
2010	Quarles & Brady	Milwaukee	\$364	\$660	\$290	\$438	\$400	\$210	\$260
2010	Reed Smith	Pittsburgh							
2010	Reinhart Boerner Van Duren	Milwaukee							
2010	Roetzel & Andress	Akron, OH	\$317	\$525	\$225	\$357	\$325	\$165	\$243
2010	Rutan & Tucker	Costa Mesa, CA		\$650	\$355		\$450	\$225	
2010	Saul Ewing	Philadelphia	\$412	\$800	\$320	\$491	\$475	\$225	\$310
2010	Schiff Hardin LLP	Chicago							
2010	Schnader Harrison Segal & Lewis	Philadelphia							
2010	Schulte Roth & Zabel	New York	\$350	\$695	\$735	\$415	\$690	\$275	\$260
2010	Schwabe, Williamson & Wyatt	Portland, OR		\$640	\$310		\$450	\$200	
2010	Sedgwick, Detert, Moran & Arnold	San Francisco							
2010	Seyfarth Shaw	Chicago	\$377	\$770	\$335	\$505	\$535	\$185	\$325

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Sheppard Mullin	Los Angeles		\$820	\$495		\$620	\$270	
2010	Stelman & Howard	New York							
2010	Shook, Hardy & Bacon	Kansas City, MO							
2010	Shumaker, Loop & Kendrick	Toledo, OH	\$331	\$540	\$290	\$366	\$315	\$185	\$246
2010	Skadden, Arps, Slate, Meagher & Flom	New York							
2010	Smith, Gambrell & Russell	Atlanta		\$740	\$325		\$440	\$195	
2010	Snell & Wilmer	Phoenix		\$795	\$315	\$488	\$550	\$175	\$282
2010	Squire, Sanders & Dempsey	Cleveland	\$338						
2010	Steeple & Johnson LLP	Washington							
2010	Stevens & Lee	Reading, PA							
2010	Stinson Morrison Hecker	Kansas City, MO							
2010	Sites & Harbison	Louisville, KY							
2010	Stoel Rives	Portland, OR	\$381	\$600	\$315	\$441	\$390	\$190	\$270
2010	Strasburger & Price	Dallas	\$336	\$617	\$250	\$372	\$306	\$194	\$243
2010	Sullivan & Worcester	Boston	\$537	\$830	\$475	\$647	\$535	\$290	\$383
2010	Sutherland Asbill & Brennan	Atlanta							
2010	Taft, Stettinius & Hollister	Cincinnati	\$315	\$500	\$220	\$358	\$365	\$165	\$227
2010	Thompson & Knight	Dallas		\$825	\$410		\$440	\$265	
2010	Thompson Coburn	St. Louis		\$610	\$300		\$395	\$190	
2010	Townsend and Townsend and Crew	San Francisco, CA	\$320	\$750	\$470	\$563	\$460	\$260	\$345
2010	Troutman Sanders	Atlanta							
2010	Ulmer & Berne	Cleveland		\$565	\$260		\$375	\$185	
2010	Vedder Price	Chicago	\$425	\$720	\$370	\$483	\$365	\$255	\$326
2010	Venable	Washington	\$484	\$950	\$445	\$590	\$500	\$280	\$353



Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Vorys, Sater, Seymour and Peese	Columbus, OH							
2010	Wachtell, Lipton, Rosen & Katz	New York							
2010	Weil, Gotshat & Manges LLP	New York							
2010	White and Williams	Philadelphia							
2010	Wildman, Harrold, Allen & Dixon LLP	Chicago							
2010	Wilsey Rein	Washington							
2010	Williams Mullen	Richmond, Va.	\$368	\$645	\$315	\$428	\$370	\$230	\$279
2010	Willkie Farr & Gallagher LLP	New York							
2010	Wilmer Cutler Pickering Hale and Dorr	Washington							
2010	Winstead	Dallas	\$395	\$685	\$340	\$462	\$390	\$215	\$291
2010	Winston & Strawn	Chicago	\$486	\$1,075	\$475	\$670	\$610	\$250	\$393
2010	Wombie Cantyle Sandridge & Rice	Winston Salem, NC	\$372	\$625	\$300	\$461	\$445	\$210	\$291
2010	Wyatt, Tarrant & Combs	Louisville, KY		\$500	\$245		\$285	\$180	





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

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

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

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

Fiscal Year	Firm Name	Associate Class							
		1st year	2nd year	3rd year	4th year	5th year	6th year	7th year	8th year
2010	Williams Mullien	\$230	\$250	\$265	\$295	\$295	\$310	\$345	\$345
2010	Winstead	\$215	215	227	260	280	300	325	350
2010	Winston & Strawn	\$295 - \$320	\$305 - \$335	\$325 - \$365	\$350 - \$400	\$380 - \$440	\$420 - \$460	\$455 - \$520	\$490 - \$555

# EXHIBIT 13



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 Reiser and Richard Bronstein billed at \$1,025 for the Buffets Inc., bankruptcy. (Reiser 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.

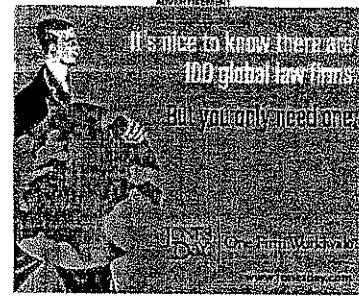
Absent from the \$1,000 club are Weil, Gotshal & Manges restructuring gurus Harvey Miller and Marcia Goldstein. Both clocked rates of \$950 an hour for their work on the Lehman Brothers and BearingPoint Inc. bankruptcies, respectively. Also, Kirkland & Ellis' James Sprayregen billed \$965 an hour for 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.)

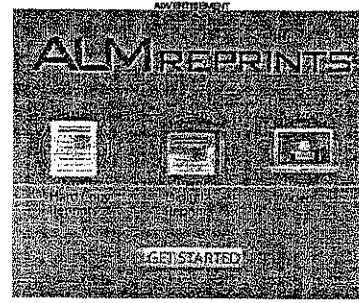
The bankruptcy case with one of the highest median partner rates was Nortel Networks. The phone equipment maker paid firms such as Cleary and Kirkland a median partner rate of \$940. Firms working on the Lehman filing billed a median partner rate of \$810 during the time period, while firms working on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

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# EXHIBIT 14

*\$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**

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

Law Firm	City	Count	Rate	Hourly	Fixed Fee	Other	Total	Other	Total
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)

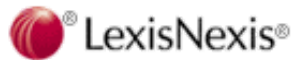
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# EXHIBIT 15



Home / Daily News / Top partner billing rates at BigLaw firms...

BUSINESS OF LAW

# Top partner billing rates at BigLaw firms approach \$1,500 per hour

BY MARTHA NEIL ([HTTP://WWW.ABAJOURNAL.COM/AUTHORS/5/](http://www.abajournal.com/authors/5/))

POSTED FEBRUARY 8, 2016, 4:00 PM CST

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Despite efforts by corporate clients to curtail legal expenses over the past decade, rates have risen steadily at many of the nation’s BigLaw firms.

Although a billable rate of \$1,000 per hour was newsworthy only five years ago, top partners at the nation’s biggest and best-known corporate law firms are now billing at rates nudging \$1,500 per hour, according to the Wall Street Journal

([http://www.wsj.com/articles/legal-fees-reach-new-pinnacle-1-500-an-hour-1454960708?](http://www.wsj.com/articles/legal-fees-reach-new-pinnacle-1-500-an-hour-1454960708?cb=logged0.10928983175737395)

cb=logged0.10928983175737395) (sub. req.).

With the help of public filings in Chapter 11 bankruptcy cases, the newspaper was able to confirm hourly fees of as much as \$1,475 at Proskauer Rose, \$1,450 at Ropes & Gray and \$1,445 at Kirkland & Ellis. Rates at Akin Gump Strauss Hauer & Feld and Skadden Arps Slate Meagher & Flom topped out at \$1,425.

John Altorelli of DLA Piper tells the newspaper that his own billable rate exceeds \$1,500 per hour. However, more than half of his matters involve a fixed-fee arrangement, he said.

“We just raise them every year,” Altorelli said of his firm’s hourly charges for attorneys’ work, adding: “Using hourly rates is really anachronistic, but we still do it.”

**A Wall Street Journal Bankruptcy Beat** (<http://blogs.wsj.com/bankruptcy/2016/02/08/bankruptcy-provides-window-into-law-firm-billing-practices/>) (sub. req.) article says some lawyers charge as much as \$2,000 per hour, but doesn't offer any specific examples.

**Related coverage:**

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# EXHIBIT 16



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NEW YORK, NY 10019

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WALNUT CREEK, CA 94596

## **FIRM RESUME**

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

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

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

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

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

1. *O'Brien v. LG Electronics USA, Inc.* (D.N.J. Dec. 16, 2010) to represent a certified nationwide class of purchasers of LG French-door refrigerators,
2. *Ramundo v. Michaels Stores, Inc.* (N.D. Ill. June 8, 2011) to represent a certified nationwide class of consumers who made in-store purchases at Michaels Stores using a debit or credit card and had their private financial information stolen as a result,
3. *In re Haier Freezer Consumer Litig.* (N.D. Cal. Aug. 17, 2011) to represent a certified class of purchasers of mislabeled freezers from Haier America Trading, LLC,
4. *Rodriguez v. CitiMortgage, Inc.* (S.D.N.Y. Nov. 14, 2011) to represent a certified nationwide class of military personnel against CitiMortgage for illegal foreclosures,

5. *Rossi v. The Procter & Gamble Co.* (D.N.J. Jan. 31, 2012) to represent a certified nationwide class of purchasers of Crest Sensitivity Treatment & Protection toothpaste,
6. *Dzielak v. Whirlpool Corp. et al.* (D.N.J. Feb. 21, 2012) to represent a proposed nationwide class of purchasers of mislabeled Maytag Centennial washing machines from Whirlpool Corp., Sears, and other retailers,
7. *In re Sensa Weight Loss Litig.* (N.D. Cal. Mar. 2, 2012) to represent a certified nationwide class of purchasers of Sensa weight loss products,
8. *In re Sinus Buster Products Consumer Litig.* (E.D.N.Y. Dec. 17, 2012) to represent a certified nationwide class of purchasers,
9. *Ebin v. Kangadis Food Inc.* (S.D.N.Y. Feb. 25, 2014) to represent a certified nationwide class of purchasers of Capatriti 100% Pure Olive Oil,
10. *Forcellati v. Hyland's, Inc.* (C.D. Cal. Apr. 9, 2014) to represent a certified nationwide class of purchasers of children's homeopathic cold and flu remedies,
11. *Ebin v. Kangadis Family Management LLC, et al.* (S.D.N.Y. Sept. 18, 2014) to represent a certified nationwide class of purchasers of Capatriti 100% Pure Olive Oil,
12. *In re Scotts EZ Seed Litig.* (S.D.N.Y. Jan. 26, 2015) to represent a certified class of purchasers of Scotts Turf Builder EZ Seed,
13. *Dei Rossi v. Whirlpool Corp., et al.* (E.D. Cal. Apr. 28, 2015) to represent a certified class of purchasers of mislabeled KitchenAid refrigerators from Whirlpool Corp., Best Buy, and other retailers,
14. *Hendricks v. StarKist Co.* (N.D. Cal. July 23, 2015) to represent a certified nationwide class of purchasers of StarKist tuna products,
15. *In re NVIDIA GTX 970 Graphics Card Litig.* (N.D. Cal. May 8, 2015) to represent a proposed nationwide class of purchasers of NVIDIA GTX 970 graphics cards,
16. *Melgar v. Zicam LLC, et al.* (E.D. Cal. March 30, 2016) to represent a certified ten-jurisdiction class of purchasers of Zicam Pre-Cold products,
17. *In re Trader Joe's Tuna Litigation* (C.D. Cal. December 21, 2016) to represent purchaser of allegedly underfilled Trader Joe's canned tuna.
18. *In re Welspun Litigation* (S.D.N.Y. January 26, 2017) to represent a proposed nationwide class of purchasers of Welspun Egyptian cotton bedding products,
19. *Retta v. Millennium Products, Inc.* (C.D. Cal. January 31, 2017) to represent a certified nationwide class of Millennium kombucha beverages,
20. *Moeller v. American Media, Inc.,* (E.D. Mich. June 8, 2017) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
21. *Hart v. BHH, LLC* (S.D.N.Y. July 7, 2017) to represent a nationwide class of purchasers of Bell & Howell ultrasonic pest repellers,
22. *McMillion v. Rash Curtis & Associates* (N.D. Cal. September 6, 2017) to represent a certified nationwide class of individuals who received calls from Rash Curtis & Associates,



23. *Lucero v. Solarcity Corp.* (N.D. Cal. September 15, 2017) to represent a certified nationwide class of individuals who received telemarketing calls from Solarcity Corp.,
24. *Taylor v. Trusted Media Brands, Inc.* (S.D.N.Y. Oct. 17, 2017) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
25. *Gasser v. Kiss My Face, LLC* (N.D. Cal. Oct. 23, 2017) to represent a proposed nationwide class of purchasers of cosmetic products,
26. *Gastelum v. Frontier California Inc.* (S.F. Superior Court February 21, 2018) to represent a certified California class of Frontier landline telephone customers who were charged late fees,
27. *Williams v. Facebook, Inc.* (N.D. Cal. June 26, 2018) to represent a proposed nationwide class of Facebook users for alleged privacy violations,
28. *Ruppel v. Consumers Union of United States, Inc.* (S.D.N.Y. July 27, 2018) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
29. *Bayol v. Health-Ade* (N.D. Cal. August 23, 2018) to represent a proposed nationwide class of Health-Ade kombucha beverage purchasers,
30. *West v. California Service Bureau* (N.D. Cal. September 12, 2018) to represent a certified nationwide class of individuals who received calls from California Service Bureau,
31. *Gregorio v. Premier Nutrition Corporation* (S.D.N.Y. Sept. 14, 2018) to represent a nationwide class of purchasers of protein shake products,
32. *Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast* (S.D.N.Y. Oct. 24, 2018) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
33. *Bakov v. Consolidated World Travel Inc. d/b/a Holiday Cruise Line* (N.D. Ill. Mar. 21, 2019) to represent a certified class of individuals who received calls from Holiday Cruise Line,
34. *Martinelli v. Johnson & Johnson* (E.D. Cal. March 29, 2019) to represent a certified class of purchasers of Benecol spreads labeled with the representation “No Trans Fat,”
35. *Edwards v. Hearst Communications, Inc.* (S.D.N.Y. April 24, 2019) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
36. *Galvan v. Smashburger* (C.D. Cal. June 25, 2019) to represent a proposed class of purchasers of Smashburger’s “Triple Double” burger,
37. *Kokoszki v. Playboy Enterprises, Inc.* (E.D. Mich. Feb. 7, 2020) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
38. *Russett v. The Northwestern Mutual Life Insurance Co.* (S.D.N.Y. May 28, 2020) to represent a class of insurance policyholders that were allegedly charged unlawful paper billing fees,
39. *In re: Metformin Marketing and Sales Practices Litigation* (D.N.J. June 3, 2020) to represent a proposed nationwide class of purchasers of generic diabetes medications that were contaminated with a cancer-causing carcinogen,

40. *Hill v. Spirit Airlines, Inc.* (S.D. Fla. July 21, 2020) to represent a proposed nationwide class of passengers whose flights were cancelled by Spirit Airlines due to the novel coronavirus, COVID-19, and whose tickets were not refunded,
41. *Kramer v. Alterra Mountain Co.* (D. Colo. July 31, 2020) to represent a proposed nationwide class of purchasers to recoup the unused value of their Ikon ski passes after Alterra suspended operations at its ski resorts due to the novel coronavirus, COVID-19,
42. *Qureshi v. American University* (D.D.C. July 31, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by American University due to the novel coronavirus, COVID-19,
43. *Hufford v. Maxim Inc.* (S.D.N.Y. Aug. 13, 2020) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
44. *Desai v. Carnegie Mellon University* (W.D. Pa. Aug. 26, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by Carnegie Mellon University due to the novel coronavirus, COVID-19,
45. *Heigl v. Waste Management of New York, LLC* (E.D.N.Y. Aug. 27, 2020) to represent a class of waste collection customers that were allegedly charged unlawful paper billing fees,
46. *Stellato v. Hofstra University* (E.D.N.Y. Sept. 18, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by Hofstra University due to the novel coronavirus, COVID-19,
47. *Kaupelis v. Harbor Freight Tools USA, Inc.* (C.D. Cal. Sept. 23, 2020), to represent consumers who purchased defective chainsaws,
48. *Soo v. Lorex Corporation* (N.D. Cal. Sept. 23, 2020), to represent consumers whose security cameras were intentionally rendered non-functional by manufacturer,
49. *Miranda v. Golden Entertainment (NV), Inc.* (D. Nev. Dec. 17, 2020), to represent consumers and employees whose personal information was exposed in a data breach,
50. *Benbow v. SmileDirectClub, Inc.* (Cir. Ct. Cook Cnty. Feb. 4, 2021), to represent a certified nationwide class of individuals who received text messages from SmileDirectClub, in alleged violation of the Telephone Consumer Protection Act,
51. *Suren v. DSV Solutions, LLC* (Cir. Ct. DuPage Cnty. Apr. 8, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
52. *De Lacour v. Colgate-Palmolive Co.* (S.D.N.Y. Apr. 23, 2021), to represent a certified class of consumers who purchased allegedly “natural” Tom’s of Maine products,
53. *Wright v. Southern New Hampshire University* (D.N.H. Apr. 26, 2021), to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by Southern New Hampshire University due to the novel coronavirus, COVID-19,

54. *Sahlin v. Hospital Housekeeping Systems, LLC* (Cir. Ct. Williamson Cnty. May 21, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
55. *Landreth v. Verano Holdings LLC, et al.* (Cir. Ct. Cook Cnty. June 2, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act.
56. *Rocchio v. Rutgers, The State University of New Jersey*, (Sup. Ct., Middlesex Cnty. October 27, 201), to represent a certified nationwide class of students for fee refunds after their classes were moved online by Rutgers due to the novel coronavirus, COVID-19,
57. *Malone v. Western Digital Corp.*, (N.D. Cal. Dec. 22, 2021), to represent a class of consumers who purchased hard drives that were allegedly deceptively advertised,
58. *Jenkins v. Charles Industries, LLC*, (Cir. Ct. DuPage Cnty. Dec. 21, 2021) to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
59. *Frederick v. Examsoft Worldwide, Inc.*, (Cir. Ct. DuPage Cnty. Jan. 6, 2022) to represent a certified class of exam takers who used virtual exam proctoring software, in alleged violation of the Illinois Biometric Information Privacy Act,
60. *Isaacson v. Liqui-Box Flexibles, LLC, et al.*, (Cir. Ct. Will Cnty. Jan. 18, 2022) to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
61. *Goldstein et al. v. Henkel Corp.*, (D. Conn. Mar. 3, 2022) to represent a proposed class of purchasers of Right Guard-brand antiperspirants that were allegedly contaminated with benzene,
62. *McCall v. Hercules Corp.*, (N.Y. Sup. Ct., Westchester Cnty. Mar. 14, 2022) to represent a certified class of who laundry card purchasers who were allegedly subjected to deceptive practices by being denied cash refunds,
63. *Lewis v. Trident Manufacturing, Inc.*, (Cir. Ct. Kane Cnty. Mar. 16, 2022) to represent a certified class of workers who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
64. *Croft v. Spinx Games Limited, et al.*, (W.D. Wash. Mar. 31, 2022) to represent a certified class of Washington residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Washington law,
65. *Fischer v. Instant Checkmate LLC*, (N.D. Ill. Mar. 31, 2022) to represent a certified class of Illinois residents whose identities were allegedly used without their consent in alleged violation of the Illinois Right of Publicity Act,
66. *Rivera v. Google LLC*, (Cir. Ct. Cook Cnty. Apr. 25, 2022) to represent a certified class of Illinois residents who appeared in a photograph in Google Photos, in alleged violation of the Illinois Biometric Information Privacy Act,
67. *Loftus v. Outside Integrated Media, LLC*, (E.D. Mich. May 5, 2022) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,

68. *D'Amario v. The University of Tampa*, (S.D.N.Y. June 3, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by The University of Tampa due to the novel coronavirus, COVID-19,
69. *Fittipaldi v. Monmouth University*, (D.N.J. Sept. 22, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by Monmouth University due to the novel coronavirus, COVID-19,
70. *Armstead v. VGW Malta Ltd. et al.* (Cir. Ct. Henderson Cnty. Oct. 3, 2022) to present a certified class of Kentucky residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Kentucky law,
71. *Cruz v. The Connor Group, A Real Estate Investment Firm, LLC*, (N.D. Ill. Oct. 26, 2022) to represent a certified class of workers who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
72. *Delcid et al. v. TCP HOT Acquisitions LLC et al.* (S.D.N.Y. Oct. 28, 2022) to represent a certified nationwide class of purchasers of Sure and Brut-brand antiperspirants that were allegedly contaminated with benzene,
73. *Kain v. The Economist Newspaper NA, Inc.* (E.D. Mich. Dec. 15, 2022) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
74. *Strano v. Kiplinger Washington Editors, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
75. *Moeller v. The Week Publications, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
76. *Ambrose v. Boston Globe Media Partners, LLC* (D. Mass. May 25, 2023) to represent a nationwide class of newspaper subscribers who were also Facebook users under the Video Privacy Protection Act,
77. *In re: Apple Data Privacy Litigation*, (N.D. Cal. July 5, 2023) to represent a putative nationwide class of all persons who turned off permissions for data tracking and whose mobile app activity was still tracked on iPhone mobile devices,
78. *Young v. Military Advantage, Inc. d/b/a Military.com* (Cir. Ct. DuPage Cnty. July 26, 2023) to represent a nationwide class of website subscribers who were also Facebook users under the Video Privacy Protection Act,
79. *Whiting v. Yellow Social Interactive Ltd.* (Cir. Ct. Henderson Cnty. Aug. 15, 2023) to represent a certified class of Kentucky residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Kentucky law,
80. *Kotila v. Charter Financial Publishing Network, Inc.* (W.D. Mich. Feb. 21, 2024) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
81. *Schreiber v. Mayo Foundation for Medical Education and Research* (W.D. Mich. Feb. 21, 2024) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,

82. *Norcross v. Tishman Speyer Properties, et al.* (S.D.N.Y. May 17, 2024) to represent a class of online ticket purchasers under New York Arts & Cultural Affairs Law § 25.07(4).

### **SCOTT A. BURSOR**

Mr. Bursor has an active civil trial practice, having won multi-million verdicts or recoveries in six of six civil jury trials since 2008. Mr. Bursor's most recent victory came in May 2019 in *Perez v. Rash Curtis & Associates*, in which Mr. Bursor served as lead trial counsel and won a \$267 million jury verdict against a debt collector for violations of the Telephone Consumer Protection Act (TCPA).

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

In *Thomas v. Global Vision Products, Inc.* (2009), the jury returned a \$50 million verdict in favor of the plaintiff and class represented by Mr. Bursor. The legal trade publication VerdictSearch reported that this was the second largest jury verdict in California in 2009.

Class actions are rarely tried to verdict. Other than Mr. Bursor and his partner Mr. Fisher, we know of no lawyer that has tried more than one class action to a jury. Mr. Bursor's perfect record of six wins in six class action jury trials, with recoveries ranging from \$21 million to \$299 million, is unmatched by any other lawyer. Each of these victories was hard-fought against top trial lawyers from the biggest law firms in the United States.

Mr. Bursor graduated from the University of Texas Law School in 1996. He served as Articles Editor of the Texas Law Review, and was a member of the Board of Advocates and Order of the Coif. Prior to starting his own practice, Mr. Bursor was a litigation associate at a large New York based law firm where he represented telecommunications, pharmaceutical, and technology companies in commercial litigation.

Mr. Bursor is a member of the state bars of New York, Florida, and California, as well as the bars of the United States Court of Appeals for the Second, Third, Fourth, Sixth, Ninth and Eleventh Circuits, and the bars of the United States District Courts for the Southern and Eastern Districts of New York, the Northern, Central, Southern and Eastern Districts of California, the Southern and Middle Districts of Florida, and the Eastern District of Michigan.

### **Representative Cases**

Mr. Bursor was appointed lead or co-lead class counsel to the largest, 2nd largest, and 3rd largest classes ever certified. Mr. Bursor has represented classes including more than 160 million class members, roughly 1 of every 2 Americans. Listed below are recent cases that are representative of Mr. Bursor's practice:

Mr. Bursor negotiated and obtained court-approval for two landmark settlements in *Nguyen v. Verizon Wireless* and *Zill v. Sprint Spectrum* (the largest and 2nd largest classes ever certified). These settlements required Verizon and Sprint to open their wireless networks to



third-party devices and applications. These settlements are believed to be the most significant legal development affecting the telecommunications industry since 1968, when the FCC's Carterfone decision similarly opened up AT&T's wireline telephone network.

Mr. Bursor was the lead trial lawyer in *Ayyad v. Sprint Spectrum, L.P.* representing a class of approximately 2 million California consumers who were charged an early termination fee under a Sprint cellphone contract, asserting claims that such fees were unlawful liquidated damages under the California Civil Code, as well as other statutory and common law claims. After a five-week combined bench-and-jury trial, the jury returned a verdict in June 2008 and the Court issued a Statement of Decision in December 2008 awarding the plaintiffs \$299 million in cash and debt cancellation. Mr. Bursor served as lead trial counsel for this class again in 2013 during a month-long jury trial in which Sprint asserted a \$1.06 billion counterclaim against the class. Mr. Bursor secured a verdict awarding Sprint only \$18.4 million, the exact amount calculated by the class's damages expert. This award was less than 2% of the damages Sprint sought, less than 6% of the amount of the illegal termination fees Sprint charged to class members. In December 2016, after more than 13 years of litigation, the case was settled for \$304 million, including \$79 million in cash payments plus \$225 million in debt cancellation.

Mr. Bursor was the lead trial lawyer in *White v. Cellco Partnership d/b/a Verizon Wireless* representing a class of approximately 1.4 million California consumers who were charged an early termination fee under a Verizon cellphone contract, asserting claims that such fees were unlawful liquidated damages under the California Civil Code, as well as other statutory and common law claims. In July 2008, after Mr. Bursor presented plaintiffs' case-in-chief, rested, then cross-examined Verizon's principal trial witness, Verizon agreed to settle the case for a \$21 million cash payment and an injunction restricting Verizon's ability to impose early termination fees in future subscriber agreements.

Mr. Bursor was the lead trial lawyer in *Thomas v. Global Visions Products Inc.* Mr. Bursor represented a class of approximately 150,000 California consumers who had purchased the Avacor® hair regrowth system. In January 2008, after a four-week combined bench-and-jury trial, Mr. Bursor obtained a \$37 million verdict for the class, which the Court later increased to \$40 million.

Mr. Bursor was appointed class counsel and was elected chair of the Official Creditors' Committee in *In re Nutraquest Inc.*, a Chapter 11 bankruptcy case before Chief Judge Garrett E. Brown, Jr. (D.N.J.) involving 390 ephedra-related personal injury and/or wrongful death claims, two consumer class actions, four enforcement actions by governmental agencies, and multiple adversary proceedings related to the Chapter 11 case. Working closely with counsel for all parties and with two mediators, Judge Nicholas Politan (Ret.) and Judge Marina Corodemus (Ret.), the committee chaired by Mr. Bursor was able to settle or otherwise resolve every claim and reach a fully consensual Chapter 11 plan of reorganization, which Chief Judge Brown approved in late 2006. This settlement included a \$12.8 million recovery to a nationwide class of consumers who alleged they were defrauded in connection with the purchase of Xenadrine® dietary supplement products.

Mr. Bursor was the lead trial lawyer in *In re: Pacific Bell Late Fee Litigation*. After filing the first class action challenging Pac Bell's late fees in April 2010, winning a contested

motion to certify a statewide California class in January 2012, and defeating Pac Bell's motion for summary judgment in February 2013, Mr. Bursor obtained final approval of the \$38 million class settlement. The settlement, which Mr. Bursor negotiated the night before opening statements were scheduled to commence, included a \$20 million cash payment to provide refunds to California customers who paid late fees on their Pac Bell wireline telephone accounts, and an injunction that reduced other late fee charges by \$18.6 million.

### **L. TIMOTHY FISHER**

L. Timothy Fisher has an active practice in consumer class actions and complex business litigation and has also successfully handled a large number of civil appeals.

Mr. Fisher has been actively involved in numerous cases that resulted in multi-million dollar recoveries for consumers and investors. Mr. Fisher has handled cases involving a wide range of issues including nutritional labeling, health care, telecommunications, corporate governance, unfair business practices and consumer fraud. With his partner Scott A. Bursor, Mr. Fisher has tried five class action jury trials, all of which produced successful results. In *Thomas v. Global Vision Products*, Mr. Fisher obtained a jury award of \$50,024,611 — the largest class action award in California in 2009 and the second-largest jury award of any kind. In 2019, Mr. Fisher served as trial counsel with Mr. Bursor in *Perez v. Rash Curtis & Associates*, where the jury returned a verdict for \$267 million in statutory damages under the Telephone Consumer Protection Act.

Mr. Fisher was admitted to the State Bar of California in 1997. He is also a member of the bars of the United States Court of Appeals for the Ninth Circuit, the United States District Courts for the Northern, Central, Southern and Eastern Districts of California, the Northern District of Illinois, the Eastern District of Michigan, and the Eastern District of Missouri. Mr. Fisher taught appellate advocacy at John F. Kennedy University School of Law in 2003 and 2004. In 2010, he contributed jury instructions, a verdict form and comments to the consumer protection chapter of Justice Elizabeth A. Baron's *California Civil Jury Instruction Companion Handbook* (West 2010). In January 2014, Chief Judge Claudia Wilken of the United States District Court for the Northern District of California appointed Mr. Fisher to a four-year term as a member of the Court's Standing Committee on Professional Conduct.

Mr. Fisher received his Juris Doctor from Boalt Hall at the University of California at Berkeley in 1997. While in law school, he was an active member of the Moot Court Board and participated in moot court competitions throughout the United States. In 1994, Mr. Fisher received an award for Best Oral Argument in the first-year moot court competition.

In 1992, Mr. Fisher graduated with highest honors from the University of California at Berkeley and received a degree in political science. Prior to graduation, he authored an honors thesis for Professor Bruce Cain entitled "The Role of Minorities on the Los Angeles City Council." He is also a member of Phi Beta Kappa.



### Representative Cases

*Thomas v. Global Vision Products, Inc.* (Alameda County Superior Court). Mr. Fisher litigated claims against Global Vision Products, Inc. and other individuals in connection with the sale and marketing of a purported hair loss remedy known as Avacor. The case lasted more than seven years and involved two trials. The first trial resulted in a verdict for plaintiff and the class in the amount of \$40,000,000. The second trial resulted in a jury verdict of \$50,024,611, which led to a \$30 million settlement for the class.

*In re Cellphone Termination Fee Cases - Handset Locking Actions* (Alameda County Superior Court). Mr. Fisher actively worked on five coordinated cases challenging the secret locking of cell phone handsets by major wireless carriers to prevent consumers from activating them on competitive carriers' systems. Settlements have been approved in all five cases on terms that require the cell phone carriers to disclose their handset locks to consumers and to provide unlocking codes nationwide on reasonable terms and conditions. The settlements fundamentally changed the landscape for cell phone consumers regarding the locking and unlocking of cell phone handsets.

*In re Cellphone Termination Fee Cases - Early Termination Fee Cases* (Alameda County Superior Court and Federal Communications Commission). In separate cases that are a part of the same coordinated litigation as the Handset Locking Actions, Mr. Fisher actively worked on claims challenging the validity under California law of early termination fees imposed by national cell phone carriers. In one of those cases, against Verizon Wireless, a nationwide settlement was reached after three weeks of trial in the amount of \$21 million. In a second case, which was tried to verdict, the Court held after trial that the \$73 million of flat early termination fees that Sprint had collected from California consumers over an eight-year period were void and unenforceable.

### Selected Published Decisions

*Melgar v. Zicam LLC*, 2016 WL 1267870 (E.D. Cal. Mar. 30, 2016) (certifying 10-jurisdiction class of purchasers of cold remedies, denying motion for summary judgment, and denying motions to exclude plaintiff's expert witnesses).

*Salazar v. Honest Tea, Inc.*, 2015 WL 7017050 (E.D. Cal. Nov. 12, 2015) (denying motion for summary judgment).

*Dei Rossi v. Whirlpool Corp.*, 2015 WL 1932484 (E.D. Cal. Apr. 27, 2015) (certifying California class of purchasers of refrigerators that were mislabeled as Energy Star qualified).

*Bayol v. Zipcar, Inc.*, 78 F.Supp.3d 1252 (N.D. Cal. 2015) (denying motion to dismiss claims alleging unlawful late fees under California Civil Code § 1671).

*Forcellati v. Hyland's, Inc.*, 2015 WL 9685557 (C.D. Cal. Jan. 12, 2015) (denying motion for summary judgment in case alleging false advertising of homeopathic cold and flu remedies for children).

*Bayol v. Zipcar, Inc.*, 2014 WL 4793935 (N.D. Cal. Sept. 25, 2014) (denying motion to transfer venue pursuant to a forum selection clause).

*Forcellati v. Hyland's Inc.*, 2014 WL 1410264 (C.D. Cal. Apr. 9, 2014) (certifying nationwide class of purchasers of homeopathic cold and flu remedies for children).

*Hendricks v. StarKist Co.*, 30 F.Supp.3d 917 (N.D. Cal. 2014) (denying motion to dismiss in case alleging underfilling of 5-ounce cans of tuna).

*Dei Rossi v. Whirlpool Corp.*, 2013 WL 5781673 (E.D. Cal. October 25, 2013) (denying motion to dismiss in case alleging that certain KitchenAid refrigerators were misrepresented as Energy Star qualified).

*Forcellati v. Hyland's Inc.*, 876 F.Supp.2d 1155 (C.D. Cal. 2012) (denying motion to dismiss complaint alleging false advertising regarding homeopathic cold and flu remedies for children).

*Clerkin v. MyLife.com*, 2011 WL 3809912 (N.D. Cal. August 29, 2011) (denying defendants' motion to dismiss in case alleging false and misleading advertising by a social networking company).

*In re Cellphone Termination Fee Cases*, 186 Cal.App.4th 1380 (2010) (affirming order approving \$21 million class action settlement).

*Gatton v. T-Mobile USA, Inc.*, 152 Cal.App.4th 571 (2007) (affirming order denying motion to compel arbitration).

#### **Selected Class Settlements**

*Melgar v. Zicam* (Eastern District of California) - \$16 million class settlement of claims alleging cold medicine was ineffective.

*Gastelum v. Frontier California Inc.* (San Francisco Superior Court) - \$10.9 million class action settlement of claims alleging that a residential landline service provider charged unlawful late fees.

*West v. California Service Bureau, Inc.* (Northern District of California) - \$4.1 million class settlement of claims under the Telephone Consumer Protection Act.

*Gregorio v. Premier Nutrition Corp.* (Southern District of New York) - \$9 million class settlement of false advertising claims against protein shake manufacturer.

*Morris v. SolarCity Corp.* (Northern District of California) - \$15 million class settlement of claims under the Telephone Consumer Protection Act.

*Retta v. Millennium Products, Inc.* (Central District of California) - \$8.25 million settlement to resolve claims of bottled tea purchasers for alleged false advertising.

*Forcellati v. Hyland's* (Central District of California) – nationwide class action settlement providing full refunds to purchasers of homeopathic cold and flu remedies for children.

*Dei Rossi v. Whirlpool* (Eastern District of California) – class action settlement providing \$55 cash payments to purchasers of certain KitchenAid refrigerators that allegedly mislabeled as Energy Star qualified.

*In Re NVIDIA GTX 970 Graphics Chip Litigation* (Northern District of California) - \$4.5 million class action settlement of claims alleging that a computer graphics card was sold with false and

misleading representations concerning its specifications and performance.

*Hendricks v. StarKist Co.* (Northern District of California) – \$12 million class action settlement of claims alleging that 5-ounce cans of tuna were underfilled.

*In re Zakskorn v. American Honda Motor Co.* Honda (Eastern District of California) – nationwide settlement providing for brake pad replacement and reimbursement of out-of-pocket expenses in case alleging defective brake pads on Honda Civic vehicles manufactured between 2006 and 2011.

*Correa v. Sensa Products, LLC* (Los Angeles Superior Court) - \$9 million settlement on behalf of purchasers of the Sensa weight loss product.

*In re Pacific Bell Late Fee Litigation* (Contra Costa County Superior Court) - \$38.6 million settlement on behalf of Pac Bell customers who paid an allegedly unlawful late payment charge.

*In re Haier Freezer Consumer Litigation* (Northern District of California) - \$4 million settlement, which provided for cash payments of between \$50 and \$325.80 to class members who purchased the Haier HNCM070E chest freezer.

*Thomas v. Global Vision Products, Inc.* (Alameda County Superior Court) - \$30 million settlement on behalf of a class of purchasers of a hair loss remedy.

*Guyette v. Viacom, Inc.* (Alameda County Superior Court) - \$13 million settlement for a class of cable television subscribers who alleged that the defendant had improperly failed to share certain tax refunds with its subscribers.

### **JOSEPH I. MARCHESE**

Joseph I. Marchese is a Partner with Bursor & Fisher, P.A. Joe focuses his practice on consumer class actions, employment law disputes, and commercial litigation. He has represented corporate and individual clients in a wide array of civil litigation, and has substantial trial and appellate experience.

Joe has diverse experience in litigating and resolving consumer class actions involving claims of mislabeling, false or misleading advertising, privacy violations, unlawful and junk fees, data breach claims, and violations of the Servicemembers Civil Relief Act.

Joe also has significant experience in multidistrict litigation proceedings. Recently, he served on the Plaintiffs' Executive Committee in *In Re: Blue Buffalo Company, Ltd. Marketing And Sales Practices Litigation*, MDL No. 2562, which resulted in a \$32 million consumer class settlement. Currently, he serves on the Plaintiffs' Steering Committee for Economic Reimbursement in *In Re: Valsartan Products Liability Litigation*, MDL No. 2875.

Joe is admitted to the State Bar of New York and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, and the Eastern District of Michigan, as well as the United States Court of Appeals for the Second Circuit.

Joe graduated from Boston University School of Law in 2002 where he was a member of The Public Interest Law Journal. In 1998, Joe graduated with honors from Bucknell University.

**Selected Published Decisions:**

*Boelter v. Hearst Communications, Inc.*, 269 F. Supp. 3d 172 (S.D.N.Y. Sept. 7, 2017), granting plaintiff's motion for partial summary judgment on state privacy law violations in putative class action.

*Boelter v. Hearst Communications, Inc.*, 192 F. Supp. 3d 427 (S.D.N.Y. June 17, 2016), denying publisher's motion to dismiss its subscriber's allegations of state privacy law violations in putative class action.

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

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

*In re Michaels Stores Pin Pad Litigation*, 830 F. Supp. 2d 518 (N.D. Ill. 2011), denying retailer's motion to dismiss its customers' state law consumer protection and privacy claims in data breach putative class action.

**Selected Class Settlements:**

*Edwards v. Mid-Hudson Valley Federal Credit Union*, Case No. 22-cv-00562-TJM-CFH (N.D.N.Y. 2023) – final approval granted for \$2.2 million class settlement to resolve claims that an upstate New York credit union was unlawfully charging overdraft fees on accounts with sufficient funds.

*Edwards v. Hearst Communications, Inc.*, Case No. 15-cv-09279-AT (S.D.N.Y. 2019) – final approval granted for \$50 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

*Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast*, Case No. 15-cv-05671-NRB (S.D.N.Y. 2019) – final approval granted for \$13.75 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

*In re Scotts EZ Seed Litigation*, Case No. 12-cv-4727-VB (S.D.N.Y. 2018) – final approval granted for \$47 million class settlement to resolve false advertising claims of purchasers of combination grass seed product.

*In Re: Blue Buffalo Marketing And Sales Practices Litigation*, Case No. 14-MD-2562-RWS (E.D. Mo. 2016) – final approval granted for \$32 million class settlement to resolve claims of pet owners for alleged false advertising of pet foods.

*Rodriguez v. Citimortgage, Inc.*, Case No. 11-cv-4718-PGG (S.D.N.Y. 2015) – final approval granted for \$38 million class settlement to resolve claims of military servicemembers for alleged foreclosure violations of the Servicemembers Civil Relief Act, where each class member was entitled to \$116,785 plus lost equity in the foreclosed property and interest thereon.

*O'Brien v. LG Electronics USA, Inc., et al.*, Case No. 10-cv-3733-DMC (D.N.J. 2011) – final approval granted for \$23 million class settlement to resolve claims of Energy Star refrigerator purchasers for alleged false advertising of the appliances' Energy Star qualification.

### **SARAH N. WESTCOT**

Sarah N. Westcot is the Managing Partner of Bursor & Fisher's Miami office. She focuses her practice on consumer class actions, complex business litigation, and mass torts.

She has represented clients in a wide array of civil litigation, and has substantial trial and appellate experience. Sarah served as trial counsel in *Ayyad v. Sprint Spectrum L.P.*, where Bursor & Fisher won a jury verdict defeating Sprint's \$1.06 billion counterclaim and securing the class's recovery of more than \$275 million in cash and debt relief.

Sarah also has significant experience in high-profile, multi-district litigations. She currently serves on the Plaintiffs' Steering Committee in *In re Zantac (Ranitidine) Products Liability Litigation*, MDL No. 2924 (S.D. Florida). She also serves on the Plaintiffs' Executive Committee in *In re Apple Inc. App Store Simulated Casino-Style Games Litigation*, MDL No. 2985 (N.D. Cal.) and *In Re: Google Play Store Simulated Casino-Style Games Litigation*, MDL No. 3001 (N.D. Cal.).

Sarah is admitted to the State Bars of California and Florida, and is a member of the bars of the United States District Courts for the Northern, Central, Southern, and Eastern Districts of California, the United States District Courts for the Southern and Middle Districts of Florida, and the bars of the United States Courts of Appeals for the Second, Eighth, and Ninth Circuits.

Sarah received her Juris Doctor from the University of Notre Dame Law School in 2009. During law school, she was a law clerk with the Cook County State's Attorney's Office in Chicago and the Santa Clara County District Attorney's Office in San Jose, CA, gaining early trial experience in both roles. She graduated with honors from the University of Florida in 2005.

Sarah is a member of The National Trial Lawyers Top 100 Civil Plaintiff Lawyers, and was selected to The National Trial Lawyers Top 40 Under 40 Civil Plaintiff Lawyers for 2022.

### **JOSHUA D. ARISOHN**

Joshua D. Arisohn is a Partner with Bursor & Fisher, P.A. Josh has litigated precedent-setting cases in the areas of consumer class actions and terrorism. He participated in the first ever trial to take place under the Anti-Terrorism Act, a statute that affords U.S. citizens the right to assert federal claims for injuries arising out of acts of international terrorism. Josh's practice continues to focus on terrorism-related matters as well as class actions.

Josh is admitted to the State Bar of New York and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the District Court for the District of Columbia, and the United States Courts of Appeals for the Second and Ninth Circuits.

Josh previously practiced at Dewey & LeBoeuf LLP and DLA Piper LLP. He graduated from Columbia University School of Law in 2006, where he was a Harlan Fiske Stone Scholar, and received his B.A. from Cornell University in 2002. Josh has been honored as a 2015, 2016 and 2017 Super Lawyer Rising Star.

**Selected Published Decisions:**

*Fields v. Syrian Arab Republic*, Civil Case No. 18-1437 (RJL), entering a judgment of approximately \$850 million in favor of the family members of victims of terrorist attacks carried out by ISIS with the material support of Syria.

*Farwell v. Google LLC*, 2022 WL 1568361 (C.D. Ill. Mar. 31, 2022), denying social media defendant's motion to dismiss BIPA claims brought on behalf of Illinois school students using Google's Workspace for Education platform on laptop computers.

*Weiman v. Miami University*, Case No. 2020-00614JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

*Smith v. The Ohio State University*, Case No. 2020-00321JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

*Waitt v. Kent State University*, Case No. 2020-00392JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

*Duke v. Ohio University*, Case No. 2021-00036JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

*Keba v. Bowling Green State University*, Case No. 2020-00639JD (Oh. Ct. Claims), certifying a class of students alleging a breach of contract based on their school's failure to provide a full semester of in-person classes.

*Kirkbride v. The Kroger Co.*, Case No. 2:21-cv-00022-ALM-EPD, denying motion to dismiss claims based on the allegation that defendant overstated its usual and customary prices and thereby overcharged customers for generic drugs.



**Selected Class Settlements:**

*Morris v. SolarCity Corp.*, Case No. 3:15-cv-05107-RS (N.D. Cal.) - final approval granted for \$15 million class settlement to resolve claims under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227 *et seq.*

*Marquez v. Google LLC*, Case No. 2021-CH-1460 (Cir. Ct. Cook Cnty. 2022) – final approval granted for \$100 million class settlement to resolve alleged BIPA violations of Illinois residents appearing in photos on the Google Photos platform.

**NEAL J. DECKANT**

Neal J. Deckant is a Partner with Bursor & Fisher, P.A., where he serves as the firm's Head of Information & e-Discovery. Neal focuses his practice on complex business litigation and consumer class actions. Prior to joining Bursor & Fisher, Neal counseled low-income homeowners facing foreclosure in East Boston.

Neal is admitted to the State Bars of California and New York, and is a member of the bars of the United States District Court for the Northern District of California, the United States District Court for the Eastern District of California, the United States District Court for the Central District of California, the United States District Court for the Southern District of California, the United States District Court for the Southern District of New York, the United States District Court for the Eastern District of New York, and the bars of the United States Courts of Appeals for the Second and Ninth Circuits.

Neal received his Juris Doctor from Boston University School of Law in 2011, graduating cum laude with two Dean’s Awards. During law school, Neal served as a Senior Articles Editor for the Review of Banking and Financial Law, where he authored two published articles about securitization reforms, both of which were cited by the New York Court of Appeals, the highest court in the state. Neal was also awarded Best Oral Argument in his moot court section, and he served as a Research Assistant for his Securities Regulation professor. Neal has also been honored as a 2014, 2015, 2016, and 2017 Super Lawyers Rising Star. In 2007, Neal graduated with Honors from Brown University with a dual major in East Asian Studies and Philosophy.

**Selected Published Decisions:**

*Martinelli v. Johnson & Johnson*, 2019 WL 1429653 (N.D. Cal. Mar. 29, 2019), granting class certification of false advertising and other claims brought by purchasers of Benecol spreads labeled with the representation “No Trans Fats.”

*Dzielak v. Whirlpool Corp.*, 2017 WL 6513347 (D.N.J. Dec. 20, 2017), granting class certification of consumer protection claims brought by purchasers of Maytag Centennial washing machines marked with the “Energy Star” logo.



*Duran v. Obesity Research Institute, LLC*, 204 Cal. Rptr. 3d 896 (Cal. Ct. App. 2016), reversing and remanding final approval of a class action settlement on appeal, regarding allegedly mislabeled dietary supplements, in connection with a meritorious objection.

*Marchuk v. Faruqi & Faruqi, LLP, et al.*, 100 F. Supp. 3d 302 (S.D.N.Y. 2015), granting individual and law firm defendants' motion for judgment as a matter of law on plaintiff's claims for retaliation and defamation, as well as for all claims against law firm partners, Nadeem and Lubna Faruqi.

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

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

#### **Selected Class Settlements:**

*In Re NVIDIA GTX 970 Graphics Chip Litigation*, Case No. 15-cv-00760-PJH (N.D. Cal. Dec. 7, 2016) – final approval granted for \$4.5 million class action settlement to resolve claims that a computer graphics card was allegedly sold with false and misleading representations concerning its specifications and performance.

*Hendricks v. StarKist Co.*, 2016 WL 5462423 (N.D. Cal. Sept. 29, 2016) – final approval granted for \$12 million class action settlement to resolve claims that 5-ounce cans of tuna were allegedly underfilled.

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

#### **Selected Publications:**

Neal Deckant, *X. Reforms of Collateralized Debt Obligations: Enforcement, Accounting and Regulatory Proposals*, 29 Rev. Banking & Fin. L. 79 (2009) (cited in *Quadrant Structured Products Co., Ltd. v. Vertin*, 16 N.E.3d 1165, 1169 n.8 (N.Y. 2014)).

Neal Deckant, *Criticisms of Collateralized Debt Obligations in the Wake of the Goldman Sachs Scandal*, 30 Rev. Banking & Fin. L. 407 (2010) (cited in *Quadrant Structured Products Co., Ltd. v. Vertin*, 16 N.E.3d 1165, 1169 n.8 (N.Y. 2014)); *Lyon Village Venetia, LLC v. CSE Mortgage LLC*, 2016 WL 476694, at \*1 n.1 (Md. Ct. Spec. App. Feb. 4, 2016); Ivan Ascher, *Portfolio Society: On the Capitalist Mode of Prediction*, at 141, 153, 175 (Zone Books / The MIT Press 2016); Devon J. Steinmeyer, *Does State National Bank of Big Spring v. Geithner Stand a Fighting Chance?*, 89 Chi.-Kent. L. Rev. 471, 473 n.13 (2014)).

**YITZCHAK KOPEL**

Yitzchak Kopel is a Partner with Bursor & Fisher, P.A. Yitz focuses his practice on consumer class actions and complex business litigation. He has represented corporate and individual clients before federal and state courts, as well as in arbitration proceedings.

Yitz has substantial experience in successfully litigating and resolving consumer class actions involving claims of consumer fraud, data breaches, and violations of the telephone consumer protection act. Since 2014, Yitz has obtained class certification on behalf of his clients five times, three of which were certified as nationwide class actions. Bursor & Fisher was appointed as class counsel to represent the certified classes in each of the cases.

Yitz is admitted to the State Bars of New York and New Jersey, the bar of the United States Court of Appeals for the Second, Eleventh, and Ninth Circuits, and the bars of the United States District Courts for the Southern District of New York, Eastern District of New York, Eastern District of Missouri, Eastern District of Wisconsin, Northern District of Illinois, and District of New Jersey.

Yitz received his Juris Doctorate from Brooklyn Law School in 2012, graduating *cum laude* with two Dean's Awards. During law school, Yitz served as an Articles Editor for the Brooklyn Law Review and worked as a Law Clerk at Shearman & Sterling. In 2009, Yitz graduated *cum laude* from Queens College with a B.A. in Accounting.

**Selected Published Decisions:**

*Bassaw v. United Industries Corp.*, 482 F.Supp.3d 80, 2020 WL 5117916 (S.D.N.Y. Aug. 31, 2020), denying motion to dismiss claims in putative class action concerning insect foggers.

*Poppiti v. United Industries Corp.*, 2020 WL 1433642 (E.D. Mo. Mar. 24, 2020), denying motion to dismiss claims in putative class action concerning citronella candles.

*Bakov v. Consolidated World Travel, Inc.*, 2019 WL 6699188 (N.D. Ill. Dec. 9, 2019), granting summary judgment on behalf of certified class in robocall class action.

*Krumm v. Kittrich Corp.*, 2019 WL 6876059 (E.D. Mo. Dec. 17, 2019), denying motion to dismiss claims in putative class action concerning mosquito repellent.

*Crespo v. S.C. Johnson & Son, Inc.*, 394 F. Supp. 3d 260 (S.D.N.Y. 2019), denying defendant's motion to dismiss fraud and consumer protection claims in putative class action regarding Raid insect fogger.

*Bakov v. Consolidated World Travel, Inc.*, 2019 WL 1294659 (N.D. Ill. Mar. 21, 2019), certifying a class of persons who received robocalls in the state of Illinois.

*Bourbia v. S.C. Johnson & Son, Inc.*, 375 F. Supp. 3d 454 (S.D.N.Y. 2019), denying defendant's motion to dismiss fraud and consumer protection claims in putative class action regarding mosquito repellent.

*Hart v. BHH, LLC*, 323 F. Supp. 3d 560 (S.D.N.Y. 2018), denying defendants' motion for summary judgment in certified class action involving the sale of ultrasonic pest repellers.

*Hart v. BHH, LLC*, 2018 WL 3471813 (S.D.N.Y. July 19, 2018), denying defendants' motion to exclude plaintiffs' expert in certified class action involving the sale of ultrasonic pest repellers.

*Penrose v. Buffalo Trace Distillery, Inc.*, 2018 WL 2334983 (E.D. Mo. Feb. 5, 2018), denying bourbon producers' motion to dismiss fraud and consumer protection claims in putative class action.

*West v. California Service Bureau, Inc.*, 323 F.R.D. 295 (N.D. Cal. 2017), certifying a nationwide class of "wrong-number" robocall recipients.

*Hart v. BHH, LLC*, 2017 WL 2912519 (S.D.N.Y. July 7, 2017), certifying nationwide class of purchasers of ultrasonic pest repellers.

*Browning v. Unilever United States, Inc.*, 2017 WL 7660643 (C.D. Cal. Apr. 26, 2017), denying motion to dismiss fraud and warranty claims in putative class action concerning facial scrub product.

*Brenner v. Procter & Gamble Co.*, 2016 WL 8192946 (C.D. Cal. Oct. 20, 2016), denying motion to dismiss warranty and consumer protection claims in putative class action concerning baby wipes.

*Hewlett v. Consolidated World Travel, Inc.*, 2016 WL 4466536 (E.D. Cal. Aug. 23, 2016), denying telemarketer's motion to dismiss TCPA claims in putative class action.

*Bailey v. KIND, LLC*, 2016 WL 3456981 (C.D. Cal. June 16, 2016), denying motion to dismiss fraud and warranty claims in putative class action concerning snack bars.

*Hart v. BHH, LLC*, 2016 WL 2642228 (S.D.N.Y. May 5, 2016) denying motion to dismiss warranty and consumer protection claims in putative class action concerning ultrasonic pest repellers.

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

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

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

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

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

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

#### **Selected Class Settlements:**

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

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

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

#### **PHILIP L. FRAIETTA**

Philip L. Fraietta is a Partner with Bursor & Fisher, P.A. Phil focuses his practice on data privacy, complex business litigation, consumer class actions, and employment law disputes. Phil has been named a "Rising Star" in the New York Metro Area by Super Lawyers<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, Illinois, Michigan, and California, the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the Western District of New York, the Northern District of New York, the District of New Jersey, the Eastern District of Michigan, the Western District of Michigan, the Northern District of Illinois, the Central District of Illinois, and the United States Court of Appeals for the Second, Third, and Ninth Circuits. Phil was a Summer Associate with Bursor & Fisher prior to joining the firm.

Phil received his Juris Doctor from Fordham University School of Law in 2014, graduating cum laude. During law school, Phil served as an Articles & Notes Editor for the Fordham Law Review, and published two articles. In 2011, Phil graduated cum laude from Fordham University with a B.A. in Economics.

**Selected Published Decisions:**

*Fischer v. Instant Checkmate LLC*, 2022 WL 971479 (N.D. Ill. Mar. 31, 2022), certifying class of Illinois residents for alleged violations of Illinois' Right of Publicity Act by background reporting website.

*Kolebuck-Utz v. Whitepages Inc.*, 2021 WL 157219 (W.D. Wash. Apr. 22, 2021), denying defendant's motion to dismiss for alleged violations of Ohio's Right to Publicity Law.

*Bergeron v. Rochester Institute of Technology*, 2020 WL 7486682 (W.D.N.Y. Dec. 18, 2020), denying university's motion to dismiss for failure to refund tuition and fees for the Spring 2020 semester in light of the COVID-19 pandemic.

*Porter v. NBTY, Inc.*, 2019 WL 5694312 (N.D. Ill. Nov. 4, 2019), denying supplement manufacturer's motion for summary judgment on consumers' allegations of false advertising relating to whey protein content.

*Boelter v. Hearst Communications, Inc.*, 269 F. Supp. 3d 172 (S.D.N.Y. 2017), granting plaintiff's motion for partial summary judgment on state privacy law violations in putative class action.

**Selected Class Settlements:**

*Edwards v. Hearst Communications, Inc.*, Case No. 15-cv-09279-AT (S.D.N.Y. 2019) – final approval granted for \$50 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

*Ruppel v. Consumers Union of United States, Inc.*, Case No. 16-cv-02444-KMK (S.D.N.Y. 2018) – final approval granted for \$16.375 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

*Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast*, Case No. 15-cv-05671-NRB (S.D.N.Y. 2019) – final approval granted for \$13.75 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

*Benbow v. SmileDirectClub, LLC*, Case No. 2020-CH-07269 (Cir. Ct. Cook Cnty. 2021) – final approval granted for \$11.5 million class settlement to resolve claims for alleged TCPA violations.

*Gregorio v. Premier Nutrition Corp.*, Case No. 17-cv-05987-AT (S.D.N.Y. 2019) – final approval granted for \$9 million class settlement to resolve claims of protein shake purchasers for alleged false advertising.

*Taylor v. Trusted Media Brands, Inc.*, Case No. 16-cv-01812-KMK (S.D.N.Y. 2018) – final approval granted for \$8.225 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

*Moeller v. American Media, Inc.*, Case No. 16-cv-11367-JEL (E.D. Mich. 2017) – final approval granted for \$7.6 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

*Rocchio v. Rutgers, The State University of New Jersey*, Case No. MID-L-003039-20 (Sup. Ct. Middlesex Cnty. 2022) – final approval granted for \$5 million class settlement to resolve claims for failure to refund mandatory fees for the Spring 2020 semester in light of the COVID-19 pandemic.

*Heigl v. Waste Management of New York, LLC*, Case No. 19-cv-05487-WFK-ST (E.D.N.Y. 2021) – final approval granted for \$2.7 million class settlement to resolve claims for charging allegedly unlawful fees pertaining to paper billing.

*Frederick v. Examsoft Worldwide, Inc.*, Case No. 2021L001116 (Cir. Ct. DuPage Cnty. 2022) – final approval granted for \$2.25 million class settlement to resolve claims for alleged BIPA violations.

### **ALEC M. LESLIE**

Alec Leslie is a Partner with Bursor & Fisher, P.A. He focuses his practice on consumer class actions, employment law disputes, and complex business litigation.

Alec is admitted to the State Bar of New York and is a member of the bar of the United States District Courts for the Southern and Eastern Districts of New York. Alec was a Summer Associate with Bursor & Fisher prior to joining the firm.

Alec received his Juris Doctor from Brooklyn Law School in 2016, graduating *cum laude*. During law school, Alec served as an Articles Editor for Brooklyn Law Review. In addition, Alec served as an intern to the Honorable James C. Francis for the Southern District of New York and the Honorable Vincent Del Giudice, Supreme Court, Kings County. Alec graduated from the University of Colorado with a B.A. in Philosophy in 2012.

### **Selected Class Settlements:**

*Gregorio v. Premier Nutrition Corp.*, Case No. 17-cv-05987-AT (S.D.N.Y. 2019) – final approval granted for class settlement to resolve claims of protein shake purchasers for alleged false advertising.

*Wright v. Southern New Hampshire Univ.*, Case No. 1:20-cv-00609-LM (D.N.H. 2021) – final approval granted for class settlement to resolve claims over COVID-19 tuition and fee refunds to students.



*Mendoza et al. v. United Industries Corp.*, Case No. 21PH-CV00670 (Phelps Cnty. Mo. 2021) – final approval granted for class settlement to resolve false advertising claims on insect repellent products.

*Kaupelis v. Harbor Freight Tools USA, Inc.*, Case No. 8:19-cv-01203-JVS-DFM (C.D. Cal. 2021) – final approval granted for class settlement involving allegedly defective and dangerous chainsaws.

*Rocchio v. Rutgers Univ.*, Case No. MID-L-003039-20 (Middlesex Cnty. N.J. 2021) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

*Malone v. Western Digital Corporation*, Case No. 5:20-cv-03584-NC (N.D. Cal.) – final approval granted for class settlement to resolve false advertising claims on hard drive products.

*Frederick et al. v. ExamSoft Worldwide, Inc.*, Case No. 2021L001116 (DuPage Cnty. Ill. 2021) – final approval granted for class settlement to resolve claims over alleged BIPA violations with respect to exam proctoring software.

*D’Amario et al. v. Univ. of Tampa*, Case No. 7:20-cv-07344 (S.D.N.Y. 2022) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

*Olin et al. v. Meta Platforms, Inc.*, Case No. 3:18-cv-01881-RS (N.D. Cal. 2022) – final approval granted for class settlement involving invasion of privacy claims.

*Croft v. SpinX Games et al.*, Case No. 2:20-cv-01310-RSM (W.D. Wash. 2022) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

*Armstead v. VGW Malta Ltd. et al.*, Case No. 22-CI-00553 (Henderson Cnty. Ky. 2023) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

*Barbieri v. Tailored Brands, Inc.*, Index No. 616696/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

*Metzner et al. v. Quinnipiac Univ.*, Case No. 3:20-cv-00784 (D. Conn.) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

*In re GE/Canon Data Breach*, Case No. 1:20-cv-02903 (S.D.N.Y.) – final approval granted for class settlement to resolve data breach claims.

*Davis v. Urban Outfitters, Inc.*, Index No. 612162/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

*Armstead v. VGW Malta LTD et al.*, Civil Action No. 22-CI-00553 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.



*Casler et al. v. Mclane Company, Inc. et al.*, Index No. 616432/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

*Wyland v. Woopla, Inc.*, Civil Action No. 2023-CI-00356 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

*Graziano et al. v. Lego Systems, Inc.*, Index No. 611615/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

*Lipsky et al. v. American Behavioral Research Institute, LLC*, Case No. 50-2023-CA-011526-XXXX-MB (Palm Beach Cnty. Fl.) – final approval granted to resolve allegedly deceptive automatic renewal and product efficacy claims.

*Whiting v. Yellow Social Interactive Ltd.*, Civil Action No. 2023-CI-00358 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

#### **STEPHEN BECK**

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

Stephen is admitted to the State Bar of Florida and is a member of the bars of the United States District Courts for the Southern and Middle Districts of Florida, the Eastern District of Missouri, and the Northern District of Illinois.

Stephen received his Juris Doctor from the University of Miami School of Law in 2018. During law school, Stephen received an Honors distinction in the Litigation Skills Program and was awarded the Honorable Theodore Klein Memorial Scholarship for excellence in written and oral advocacy. Stephen also received the CALI Award in Legislation for earning the highest grade on the final examination. Stephen graduated from the University of North Florida with a B.A. in Philosophy in 2015.

#### **STEFAN BOGDANOVICH**

Stefan Bogdanovich is an Associate with Bursor & Fisher, P.A. Stefan litigates complex civil and class actions typically involving privacy, intellectual property, entertainment, and false advertising law.

Prior to working at Bursor & Fisher, Stefan practiced at two national law firms in Los Angeles. He helped represent various companies in false advertising and IP infringement cases, media companies in defamation cases, and motion picture producers in royalty disputes. He also advised corporations and public figures on complying with various privacy and advertising laws and regulations.

Stefan is admitted to the State Bar of California and all of the California Federal District Courts. He is also a Certified Information Privacy Professional.

Stefan received his Juris Doctor from the University of Southern California Gould School of Law in 2018, where he was a member of the Hale Moot Court Honors Program and the Trial Team. He received the highest grade in his class in three subjects, including First Amendment Law.

### **BRITTANY SCOTT**

Brittany Scott is an Associate with Bursor & Fisher, P.A. Brittany focuses her practice on data privacy, complex civil litigation, and consumer class actions. Brittany was an intern with Bursor & Fisher prior to joining the firm.

Brittany has substantial experience litigating consumer class actions, including those involving data privacy claims under statutes such as the Illinois Biometric Information Privacy Act, the Fair Credit Reporting Act, and the Michigan Preservation of Personal Privacy Act. In addition to data privacy claims, Brittany has significant experience in litigating class action claims involving false and misleading advertising.

Brittany is admitted the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Central, Southern, and Eastern Districts of California, the Eastern District of Wisconsin, the Northern District of Illinois, the Ninth Circuit Court of Appeals, the Seventh Circuit Court of Appeals, and Second Circuit Court of Appeals.

Brittany received her Juris Doctor from the University of California, Hastings College of the Law in 2019, graduating cum laude. During law school, Brittany was a member of the Constitutional Law Quarterly, for which she was the Executive Notes Editor. Brittany published a note in the Constitutional Law Quarterly entitled “Waiving Goodbye to First Amendment Protections: First Amendment Waiver by Contract.” Brittany also served as a judicial extern to the Honorable Andrew Y.S. Cheng for the San Francisco Superior Court. In 2016, Brittany graduated from the University of California Berkeley with a B.A. in Political Science.

### **Selected Class Settlements:**

*Morrissey v. Tula Life, Inc.*, Case No. 2021L0000646 (Cir. Ct. DuPage Cnty. 2021) – final approval granted for \$4 million class settlement to resolve claims of cosmetics purchasers for alleged false advertising.

*Clarke et al. v. Lemonade Inc.*, Case No. 2022LA000308 (Cir. Ct. DuPage Cnty. 2022) – final approval granted for \$4 million class settlement to resolve claims for alleged BIPA violations.

*Whitlock v. Jabil Inc.*, Case No. 2021CH00626 (Cir. Ct. Cook Cnty. 2022) – final approval granted for \$995,000 class settlement to resolve claims for alleged BIPA violations.

**MAX S. ROBERTS**

Max Roberts is an Associate in Bursor & Fisher's New York office. Max focuses his practice on class actions concerning data privacy and consumer protection. Max was a Summer Associate with Bursor & Fisher prior to joining the firm and is now Co-Chair of the firm's Appellate Practice Group.

In 2023, Max was named "Rising Star" in the New York Metro Area by Super Lawyers®.

Max received his Juris Doctor from Fordham University School of Law in 2019, graduating *cum laude*. During law school, Max was a member of Fordham's Moot Court Board, the Brennan Moore Trial Advocates, and the Fordham Urban Law Journal, for which he published a note entitled [\*Weaning Drug Manufacturers Off Their Painkiller: Creating an Exception to the Learned Intermediary Doctrine in Light of the Opioid Crisis\*](#). In addition, Max served as an intern to the Honorable Vincent L. Briccetti of the Southern District of New York and the Fordham Criminal Defense Clinic. Max graduated from Johns Hopkins University in 2015 with a B.A. in Political Science.

Outside of the law, Max is an avid triathlete.

**Selected Published Decisions:**

*Jackson v. Amazon.com, Inc.*, 65 F.4th 1093 (9th Cir. 2023), affirming district court's denial of motion to compel arbitration. Max personally argued the appeal before the Ninth Circuit, which can be viewed [here](#).

*Javier v. Assurance IQ, LLC*, 2022 WL 1744107 (9th Cir. May 31, 2022), reversing district court and holding that Section 631 of the California Invasion of Privacy Act requires prior consent to wiretapping. Max personally argued the appeal before the Ninth Circuit, which can be viewed [here](#).

*Mora v. J&M Plating, Inc.*, 213 N.E.3d 942 (Ill. App. Ct. 2d Dist. 2022), reversing circuit court and holding that Section 15(a) of Illinois' Biometric Information Privacy Act requires an entity to establish a retention and deletion schedule for biometric data at the first moment of possession. Max personally argued the appeal before the Second District, which can be listened to [here](#).

*Gladstone v. Amazon Web Services, Inc.*, --- F. Supp. 3d ---, 2024 WL 3276490 (W.D. Wash. July 2, 2024), denying motion to dismiss alleged violations of California wiretapping statute.

*Rancourt v. Meredith Corp.*, 2024 WL 381344 (D. Mass. Jan. 11, 2024), denying motion to dismiss alleged violations of federal Video Privacy Protection Act, and finding personal jurisdiction over operator of mobile application.

*Saunders v. Hearst Television, Inc.*, --- F. Supp. 3d ---, 2024 WL 126186 (D. Mass. Jan. 11, 2024), denying motion to dismiss alleged violations of federal Video Privacy Protection Act.

*Yockey v. Salesforce, Inc.*, 688 F. Supp. 3d 962 (N.D. Cal. 2023), denying in part motion dismiss alleged violations of California and Pennsylvania wiretapping statutes.

*Cristostomo v. New Balance Athletics, Inc.*, 647 F. Supp. 3d 1 (D. Mass. 2022), denying motion to dismiss and motion to strike class allegations in case involving sneakers marketed as “Made in the USA.”

*Carroll v. Myriad Genetics, Inc.*, 2022 WL 16860013 (N.D. Cal. Nov. 9, 2022), denying in part motion to dismiss in case involving non-invasive prenatal testing product.

### **Selected Class Settlements:**

*Sholopa v. Turk Hava Yollari A.O. (d/b/a Turkish Airlines)*, Case No. 1:20-cv-3294-ALC (S.D.N.Y. 2023) – final approval granted for \$14.1 million class settlement to resolve claims of passengers whose flights with Turkish Airlines were cancelled due to COVID-19 and who did not receive refunds.

*Payero v. Mattress Firm, Inc.*, Case No. 7:21-cv-3061-VB (S.D.N.Y. 2023) – final approval granted for \$4.9 million class settlement to resolve claims of consumers who purchased allegedly defective bed frames.

*Miranda v. Golden Entertainment (NV), Inc.*, Case No. 2:20-cv-534-AT (D. Nev. 2021) – final approval granted for class settlement valued at over \$4.5 million to resolve claims of customers and employees of casino company stemming from data breach.

*Malone v. Western Digital Corp.*, Case No. 5:20-cv-3584-NC (N.D. Cal. 2021) – final approval granted for class settlement valued at \$5.7 million to resolve claims of hard drive purchasers for alleged false advertised.

*Frederick v. ExamSoft Worldwide, Inc.*, Case No. 2021-L-001116 (18th Judicial Circuit Court DuPage County, Illinois 2021) – final approval granted for \$2.25 million class settlement to resolve claims of Illinois students for alleged violations of the Illinois Biometric Information Privacy Act.

### **Bar Admissions**

- New York State
- Southern District of New York
- Eastern District of New York
- Northern District of New York
- Northern District of Illinois
- Central District of Illinois
- Eastern District of Michigan
- District of Colorado
- Third Circuit Court of appeals
- Seventh Circuit Court of Appeals
- Ninth Circuit Court of Appeals

**JULIA K. VENDITTI**

Julia K. Venditti is an Associate with Bursor & Fisher, P.A. Julia focuses her practice on complex civil litigation and class actions. Julia was a Summer Associate with Bursor & Fisher prior to joining the firm.

Julia is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Julia received her Juris Doctor in 2020 from the University of California, Hastings College of the Law, where she graduated *cum laude* with two CALI Awards for the highest grade in her Evidence and California Community Property classes. During law school, Julia was a member of the UC Hastings Moot Court team and competed at the Evans Constitutional Law Moot Court Competition, where she finished as a national quarterfinalist and received a best brief award. Julia was also inducted into the UC Hastings Honors Society and was awarded Best Brief and an Honorable Mention for Best Oral Argument in her First-Year Moot Court section. In addition, Julia served as a Research Assistant for her Constitutional Law professor, as a Teaching Assistant for Legal Writing & Research, and as a Law Clerk at the San Francisco Public Defender's Office. In 2017, Julia graduated *magna cum laude* from Baruch College/CUNY, Weissman School of Arts and Sciences, with a B.A. in Political Science.

**JULIAN DIAMOND**

Julian Diamond is an Associate with Bursor & Fisher, P.A. Julian focuses his practice on privacy law and class actions. Julian was a Summer Associate with Bursor & Fisher prior to joining the firm.

Julian received his Juris Doctor from Columbia Law School, where he was a Harlan Fiske Stone Scholar. During law school, Julian was Articles Editor for the Columbia Journal of Environmental Law. Prior to law school, Julian worked in education. Julian graduated from California State University, Fullerton with a B.A. in History and a single subject social science teaching credential.

**MATTHEW GIRARDI**

Matt Girardi is an Associate with Bursor & Fisher, P.A. Matt focuses his practice on complex civil litigation and class actions, and has focused specifically on consumer class actions involving privacy violations, illegal gambling, financial misconduct, and false advertising. Matt was a Summer Associate with Bursor & Fisher prior to joining the firm.

Matt is admitted to the State Bar of New York, and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the Eastern District of Michigan, the Western District of Michigan, the First Circuit Court of Appeals, and the Ninth Circuit Court of Appeals.

Matt received his Juris Doctor from Columbia Law School in 2020, where he was a Harlan Fiske Stone Scholar. During law school, Matt was the Commentary Editor for the

Columbia Journal of Tax Law, and represented fledgling businesses for Columbia's Entrepreneurship and Community Development Clinic. In addition, Matt worked as an Honors Intern in the Division of Enforcement at the U.S. Securities and Exchange Commission. Matt graduated from Brown University in 2016 with a B.A. in Economics, and worked as a Paralegal Specialist at the U.S. Department of Justice in the Antitrust Division prior to law school.

**Selected Class Settlements:**

*Armstead v. VGW Malta Ltd. et al.*, Case No. 22-CI-00553 (Henderson Cnty. Ky. 2023) – final approval granted for \$11.75 million class settlement involving allegedly deceptive and/or illegal gambling practices.

*Edwards v. Mid-Hudson Valley Federal Credit Union*, Case No. 22-cv-00562-TJM-CFH (N.D.N.Y. 2023) – final approval granted for \$2.2 million class settlement to resolve claims that an upstate New York credit union was unlawfully charging overdraft fees on accounts with sufficient funds.

*Fischer, et al. v. Instant Checkmate LLC, et al.*, No. 19-cv-04892 (N.D. Ill. 2024) – final approval granted for state-by-state non-reversionary cash settlements involving alleged violations of right of publicity statutes totaling in excess of \$10.1 million.

*Wyland v. Woopla, Inc.*, Civil Action No. 2023-CI-00356 (Henderson Cir. Ct. Ky. 2023) – final approval granted for \$835,000 class settlement involving allegedly deceptive and/or illegal gambling practices.

*Whiting v. Yellow Social Interactive Ltd.*, Civil Action No. 2023-CI-00358 (Henderson Cir. Ct. Ky. 2023) – final approval granted for \$1.32 million class settlement involving allegedly deceptive and/or illegal gambling practices.

**JENNA GAVENMAN**

Jenna Gavenman is an Associate with Bursor & Fisher, P.A. Jenna focuses her practice on complex civil litigation and consumer class actions. Jenna was a Summer Associate and a part-time intern with Bursor & Fisher prior to joining the firm as a full-time Associate in September 2022.

Jenna is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Jenna received her Juris Doctor in 2022 from the University of California, Hastings College of the Law (now named UC Law SF). During law school, she was awarded an Honorable Mention for Best Oral Argument in her First-Year Moot Court section. Jenna also participated in both the Medical Legal Partnership for Seniors (MLPS) and the Lawyering for Children Practicum at Legal Services for Children—two of UC Hastings's nationally renowned clinical programs. Jenna was awarded the Clinic Award for Outstanding Performance in MLPS for her contributions to the clinic. In addition, Jenna volunteered with her law school's Legal Advice and Referral Clinic and as a LevelBar Mentor.



In 2018, Jenna graduated *cum laude* from Villanova University with a B.A. in Sociology and Spanish (double major). Jenna was a Division I athlete, competing on the Villanova Women's Water Polo varsity team for four consecutive years.

**EMILY HORNE**

Emily Horne is an Associate with Bursor & Fisher, P.A. Emily focuses her practice on complex civil litigation and consumer class actions. Emily was a Summer Associate with Bursor & Fisher prior to joining the firm.

Emily is admitted to the State Bar of California.

Emily received her Juris Doctor from the University of California, Hastings College of the Law in 2022 (now UC, Law SF). During law school, Emily served as Editor-in-Chief for the UC Hastings Communications and Entertainment Law Journal, and she competed on the Moot Court team. Emily also served as a judicial extern in the Northern District of California and as a Teaching Assistant for Legal Writing & Research. In 2015, Emily graduated from Scripps College with a B.A. in Sociology.

**IRA ROSENBERG**

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

Ira received his Juris Doctor in 2022 from Columbia Law School. During law school, Ira served as a Student Honors Legal Intern with Division of Enforcement at the U.S. Securities and Exchange Commission. Ira also interned during law school in the Criminal Division at the United States Attorney's Office for the Southern District of New York and with the Investor Protection Bureau at the Office of the New York State Attorney General. Ira graduated in 2018 from Beth Medrash Govoha with a B.A. in Talmudic Studies.

**LUKE SIRONSKI-WHITE**

Luke Sironski-White is an Associate with Bursor & Fisher, P.A., focusing on complex civil litigation and consumer class actions. Luke joined the firm as a full-time Associate in August 2022.

Luke is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Luke received his Juris Doctor in 2022 from the University of California, Berkeley School of Law. During law school, Luke was on the board of the Consumer Advocacy and Protection Society (CAPS), edited for the Berkeley Journal of Employment and Labor Law, and volunteered with the Prisoner Advocacy Network.

In 2017, Luke graduated from the University of Chicago with a B.A. in Anthropology. Before entering the field of law Luke was a professional photographer and filmmaker.



**INES DIAZ**

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

Ines is admitted to the State Bar of California.

Ines received her Juris Doctor in 2023 from the University of California, Berkeley School of Law. During law school, Ines served as an Executive Editor of the California Law Review. She also served as an intern with the East Bay Community Law Center's Immigration Clinic and as a Fellow of the Berkeley Law Academic Skills Program. Additionally, Ines served as an instructor with the University of California, Berkeley Extension, Legal Studies Global Access Program where she taught legal writing to international law students. In 2021, Ines was selected for a summer externship at the California Supreme Court where she served as a judicial extern for the Honorable Mariano-Florentino Cuéllar.

**CAROLINE C. DONOVAN**

Caroline C. Donovan is an Associate with Bursor & Fisher, P.A. Caroline focuses her practice on complex civil litigation, data protection, mass arbitration, and class actions. Caroline interned with Bursor & Fisher during her third year of law school before joining full time in Fall 2023.

Caroline is admitted to the State Bar of New York.

Caroline received her Juris Doctor in 2023 from Brooklyn Law School. During law school, Caroline was a member of the Moot Court Honor Society Trial Division, where she was chosen to serve as a National Team Member. Caroline competed and coached in numerous competitions across the country, and placed second at regionals in AAJ's national competition in both her second and third year of law school. Caroline was also the President of the Art Law Association, and the Treasurer of the Labor and Employment Law Association.

During law school, Caroline was a judicial intern for Judge Kenneth W. Chu of the National Labor Relations Board. She also interned at the United States Attorney's Office in the Eastern District of New York, as well as a securities class action firm.

**JOSHUA B. GLATT**

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

Joshua earned his Juris Doctor from the University of California College of the Law, San Francisco (formerly U.C. Hastings). While there, he received a CALI Award for earning the highest grade in Constitutional Law II and served on the executive boards of the Jewish Law Students Association and the American Constitution Society. Prior to law school, Joshua graduated *summa cum laude* from the Walter Cronkite School of Journalism and Mass

Communication at Arizona State University in 2016 and earned a master's degree from the University of Southern California in 2018.

**JOSHUA R. WILNER**

Joshua Wilner is an Associate with Bursor & Fisher, P.A. Joshua focuses his practice on complex civil litigation, data privacy, consumer protection, and class actions. Joshua was a Summer Associate at Bursor & Fisher prior to joining the firm full time in Fall 2023.

Joshua is admitted to the State Bar of California.

Joshua received his Juris Doctor in 2023 from Berkeley Law. During law school, he received the American Jurisprudence Award for Constitutional Law.

During law school, Joshua served on the board of the Berkeley Journal of Employment and Labor Law. Joshua also interned at Disability Rights California, Legal Aid at Work, and a private firm that worked closely with the ACLU of Northern California to enforce the California Racial Justice Act. In 2022 and 2023, Joshua worked as a research assistant for Professor Abbye Atkinson.

**VICTORIA ZHOU**

Victoria Zhou is an Associate in Bursor & Fisher's New York office. Victoria focuses her practice on class actions concerning data privacy and consumer protection.

Victoria is admitted to the State Bar of New York.

Victoria received her Juris Doctor from Fordham Law School in 2023. During law school, Victoria served as an Associate Editor of the Moot Court Board and competed in multiple mock trial competitions as a member of the Brendan Moore Trial Advocates. In addition, Victoria served as a judicial extern to Chief Judge Mark A. Barnett of the United States Court of International Trade. In 2019, Victoria graduated *magna cum laude* from Fei Tian College with a B.F.A. in Classical Dance.

**KYLE D. GORDON**

Kyle Gordon is an Associate with Bursor & Fisher, P.A. Kyle focuses his practice on class actions concerning data privacy and consumer protection. Kyle was a Summer Associate with Bursor & Fisher prior to joining the firm.

Kyle is admitted to the State Bar of New York.

Kyle received his Juris Doctor from Columbia Law School in 2023, where he was a Harlan Fiske Stone Scholar. During law school, Kyle was a Staff Editor for the Columbia Science and Technology Law Review. In 2020, Kyle graduated *summa cum laude* from New York University with a B.A. in Politics and became a member of Phi Beta Kappa. Prior to law school, Kyle interned in the Clerk's Office of the United States District Court for the District of Columbia.