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11 *Class Counsel*

14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 KARLA MAREE and MOURAD  
17 GUERDAD, on behalf of herself and all  
18 others similarly situated,

19 Plaintiff,

20 v.

21 DEUTSCHE LUFTHANSA AG,  
22

23 Defendant.

Case No. 8:20-cv-00885-SVW-MRW

**DECLARATION OF YEREMEY  
O. KRIVOSHEY IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND  
MOTION FOR ATTORNEYS'  
FEES, COSTS, AND EXPENSES,  
AND INCENTIVE AWARDS**

Date: July 10, 2023

Time: 1:30 p.m.

Courtroom: 10A

Judge: Hon. Stephen V. Wilson



1           4.     In April 2021, the parties resumed resolution discussions during calls  
2 with the Ninth Circuit mediator in connection with Lufthansa’s appeal of the Court’s  
3 order on the motion to compel arbitration. The first of these discussions occurred on  
4 April 13, 2021. *See Maree v. Deutsche Lufthansa AG*, Case No. 21-55154, ECF No.  
5 4 (9th Cir. Mar. 9, 2021) (setting mediation assessment conference for April 13,  
6 2021, which the parties attended). The parties had previously had substantive  
7 settlement discussions, including circulating a draft proposed term sheet, in 2020. In  
8 late April 2021, I proposed that the parties consider retaining the Honorable Wayne  
9 R. Andersen (Ret.) of JAMS for a mediation.

10           5.     On April 26, 2021, Lufthansa moved to stay this case and the related  
11 *Castanares* action pending the result of Lufthansa’s appeal. ECF No. 68.

12           6.     In early May 2021, the parties scheduled a mediation for June 28, 2021  
13 with Judge Wayne R. Andersen (Ret.) of JAMS. The parties had multiple settlement  
14 discussions in the weeks and months leading up to the mediation, including the  
15 exchange of information relevant to the total class size and Lufthansa’s potential  
16 liability. As the Court concluded, this meant Class Counsel “was adequately  
17 informed of the merits of the case before engaging in negotiations.” *Maree v.*  
18 *Deutsche Lufthansa AG*, 2023 WL 2563914, at \*9 (C.D. Cal. Feb. 13, 2023).

19           7.     Judge Fitzgerald granted Lufthansa’s motion to stay in part on June 14,  
20 2021, staying the *Maree* case during the pendency of the Ninth Circuit appeal (other  
21 than discovery) and allowing *Castanares* to proceed. ECF No. 81. Ultimately, the  
22 *Maree* Plaintiffs were allowed to partake in discovery in the *Castanares* action, and  
23 attended all depositions taken in that action.

24           8.     On June 28, 2021, the parties participated in a full day of mediation  
25 with Judge Wayne R. Andersen (Ret.) of JAMS. The mediation was successful, and  
26 that evening, the parties executed a Class Action Settlement Term Sheet. The parties  
27  
28

1 later executed the full Settlement Agreement, and Plaintiffs moved for preliminary  
2 approval on August 16, 2021. ECF No. 95.

3 9. Preliminary approval of the Settlement then stalled, as counsel for the  
4 *Castanares* Plaintiffs demanded voluminous discovery to aid in their evaluation of  
5 the proposed Settlement. This involved the production of additional documents by  
6 Lufthansa and several depositions. Class Counsel reviewed these documents and  
7 attended these depositions. That discovery, however, “presented mixed results.”  
8 *Maree*, 2023 WL 2563914, at \*9. Specifically,

9 While limited discovery provided evidence demonstrating that  
10 Lufthansa may have taken steps to delay refunds, the limited discovery  
11 also demonstrated that ... the average times for refunds were between  
12 40 and 140 days. In other words, while the *Castanares* Plaintiffs may  
13 have uncovered facts that could strengthen their case in terms of  
14 establishing liability, other uncovered facts revealed that damages may  
15 have been much lower than what the parties anticipated.

14 ...

15 [G]iven the backdrop of COVID-19 and the prospect of Lufthansa  
16 going bankrupt, there is a serious question as to whether an average  
17 refund period of 40, 45, or even 140 days was a[n] [un]reasonable time  
18 provide refunds.

18 *Id.*, at \*9-10.

19 10. Finally, on April 4, 2022, the *Castanares* Plaintiffs opposed preliminary  
20 approval. ECF No. 119. Judge Fitzgerald held a preliminary approval hearing on  
21 June 1, 2022, at which time Judge Fitzgerald recused himself. ECF No. 140. This  
22 case was reassigned to this Court on June 15, 2022. ECF No. 143. A new  
23 preliminary approval hearing was held by this Court on August 1, 2022. ECF No.  
24 158. On September 30, 2022, the Court denied preliminary approval. ECF No. 161.

25 11. On October 14, 2022, both Plaintiffs and Lufthansa moved for  
26 reconsideration of the Court’s order denying preliminary approval. ECF Nos. 168-  
27 169. On February 13, 2023, the Court granted the motions for reconsideration and  
28 granted preliminary approval of the Settlement. ECF Nos. 197-198.

1           12. Since the Settlement was granted preliminary approval, Class Counsel  
2 has worked extensively with the Claims Administrator, RG2 Claims Administrators  
3 (“RG2”), and Lufthansa to implement the notice program and disseminate notice to  
4 Settlement Class Members. Class Counsel has also secured additional relief for  
5 Settlement Class Members since preliminary approval was granted, including  
6 providing a reminder notice to Settlement Class Members, elongating the notice and  
7 claims period, and setting a \$500,000 floor for Cash Option, Voucher Option, and  
8 Interest Payments. ECF Nos. 199, 2023.

9           13. In sum, through over three years of litigation, Class Counsel performed  
10 at least the following tasks: (i) conducted extensive pre-suit investigation into  
11 Lufthansa’s refund practices (or lack thereof) during the COVID-19 pandemic;  
12 (2) drafted the initial Complaint, First Amended Complaint, Second Amended  
13 Complaint, and Third Amended Complaint; (3) litigated two motions to dismiss and  
14 a motion to compel arbitration; (4) reviewed extensive discovery produced both prior  
15 to and after Plaintiffs settled this action; (5) attended a full-day mediation with the  
16 Honorable Wayne Andersen (Ret.) of JAMS; (6) negotiated the Settlement; (7)  
17 successfully moved for reconsideration after preliminary approval was denied; (8)  
18 managed the dissemination of notice and the claims process; and (9) negotiated  
19 amendments to the Settlement—including the \$500,000 floor—that provided  
20 additional benefits to the Settlement Class.

21 **II. Relief Provided For By The Settlement**

22           14. The Settlement provides two buckets of relief. For Settlement Class  
23 Members who have received refunds from Lufthansa, these Settlement Class  
24 Members shall have the option to claim either \$10 in cash or a \$45 Voucher for  
25 future travel. Settlement ¶ III.A. This number is capped at \$3.5 million. *Id.* ¶ III.C.  
26 Further, by modification of the Parties, there is now a \$500,000 floor for all Cash  
27 Option, Voucher Option, and Interest Payments, which shall be “paid on a pro rata  
28

1 basis to those Settlement Class Members who have submitted claims.” ECF No. 203  
2 ¶ 26.

3 15. For Settlement Class Members who have not received a refund from  
4 Lufthansa, these Settlement Class Members shall have the ability to claim a full  
5 refund for any cancelled flight, as well as 1% of their ticket price (*i.e.*, a 101%  
6 refund). Settlement ¶ III.B.2. While the Interest Payments are subject to the  
7 Settlement Cap, the full refunds are not. *Id.* ¶ III.C. I have estimated the average  
8 payment to these Settlement Class Members to be at least \$1,834.57. I reached that  
9 number by dividing the amount unrefunded by Lufthansa at the time of the  
10 Settlement (~\$56.6 million) by the number of Settlement Class Members with  
11 unrefunded tickets at that time (31,190). ECF No. 95-5, at ¶ 6. This yielded an  
12 average ticket price of \$1,816.41. I then added 1% interest (\$18.16) to the average  
13 ticket price.

14 16. The Settlement Agreement is the only agreement between Plaintiffs and  
15 Lufthansa.

16 17. I maintain that the Settlement carries a value of \$60.1 million because  
17 that is the amount made available to Class Members at the time the Settlement was  
18 reached: \$3.5 million in Cash Option, Voucher Option, Interest Payments, attorneys’  
19 fees and costs, incentive awards, and administration costs; and \$56.6 million in full  
20 refunds. I understand the Court valued the full Settlement at \$9.1 million but  
21 ascribed the full \$3.5 million to the former category of payments. *Maree*, 2023 WL  
22 2563914, at \*11 n.2. Thus, the minimum valuation of the Settlement is \$3.5 million.

23 18. Even the minimum \$3.5 million valuation of the Settlement represents  
24 an excellent recovery for the Settlement Class, in comparison to estimations of  
25 Lufthansa’s potential liability put forth by Plaintiffs, Lufthansa, and the *Castanares*  
26 Plaintiffs:  
27  
28

Party	Minimum Valuation	Percent Recovery	Maximum Valuation	Percent Recovery
Plaintiffs	\$341,753	1,024%	\$13.77 million	25%
Lufthansa	\$159,730	2,192%	\$6.12 million	57%
Castanares	\$1.96 million	179%	\$19.6 million	18%

**III. Substantial Risks In The Litigation**

19. This case was one of dozens of class action lawsuits filed against airlines over an alleged failure to refund passengers whose flights were cancelled due to the COVID-19 pandemic. Passengers in these lawsuits were represented by some of the most well-established plaintiffs’ lawyers in the country. Nonetheless, the vast majority of these lawsuits were dismissed at the pleadings or, as is the case here, survived the pleadings but were substantially trimmed. And, three years after the onset of the COVID-19 pandemic, only three lawsuits have actually resulted in a class settlement that has been granted preliminary or final approval: this lawsuit, another lawsuit brought by Class Counsel against Turkish Airlines, and a third against British Airways. *Ide v. British Airways PLC*, Case No. 1:20-cv-3542, ECF No. 131 (S.D.N.Y. Nov. 18, 2022); *Sholopa v. Turk Hava Yollari A.O (d/b/a Turkish Airlines)*, Case No. 1:20-cv-3294, ECF No. 86 (S.D.N.Y. Apr. 4, 2023) (settled by Bursor & Fisher, P.A.). By contrast, to Class Counsel’s knowledge, no court has certified a contested motion for class certification in any COVID-19 related flight refund case.

20. After more than three years of COVID-19 flight refund litigation, Class Counsel has effectively achieved a feat *only one other firm has achieved*. And here, as in those other cases, Lufthansa was represented by highly skilled and well-paid lawyers from DLA Piper LLP, who vigorously represented their client, challenged

1 Plaintiffs' claims, and sought to obtain a defense verdict and deprive the Settlement  
2 Class of any recovery.

3 21. Short of a settlement, there was a significant risk that this case would be  
4 dismissed at class certification or summary judgment and Settlement Class Members  
5 would receive nothing. As the Court acknowledged:

6 Maree and Lufthansa point to three issues that may undermine the  
7 ability for the purported Class to satisfy the predominance inquiry.  
8 First, the determination of what a reasonable time to issue is a highly  
9 individualized factual determination. Second, the determination of  
10 whether which class members were injured would be an  
11 individualized determination because Lufthansa does not  
12 automatically keep track of when a customer requested or received a  
13 refund. Finally, the existence of condition precedents may raise  
14 individual determinations as to whether each class member provided  
15 sufficient proof to be entitled to a refund.

16 *Maree*, 2023 WL 2563914, at \*10.

#### 17 **IV. Response By The Settlement Class**

18 22. The response by the Settlement Class demonstrates the value of the  
19 Settlement. To date, 20,505 claims have been submitted, approximately 12.42% of  
20 the 165,098 Settlement Class Members. Declaration of Dana Boub ¶ 20. This is far  
21 and above the average claims rate for consumer class actions, and blows the  
22 predictions of *Castanares* Plaintiffs out of the water. ECF No. 118-19 at ¶ 27  
23 (opining the expected “claims rate for the proposed settlement will be 3% to 5%”).

24 23. As a result of this high claims rate, Lufthansa will end up paying  
25 \$3,194,260.59 in actual cash. This payout is composed of (i) approximately  
26 \$1,632,952.59 in full refunds (assuming an average ticket price of \$1,816.41, as  
27 calculated above, multiplied by the 899 claims by Settlement Class Members); (ii) at  
28 least \$500,000 in Cash Option, Voucher Option, and Interest Payments claims; (iv)  
\$875,000 in Attorneys' Fees and Costs (assuming that they are granted in full);  
(v) \$4,000 in Incentive Awards; (vi) and \$182,308 in Claims Administration Costs.



1 This number is approximately 91.3% of the minimum valuation of the Settlement  
2 (\$3.5 million).

3 **V. Background And Experience Of Class Counsel**

4 24. Attached as **Exhibit 1** is the firm resume of Bursor & Fisher, P.A.

5 25. The two attorneys at Bursor & Fisher who principally worked on this  
6 matter were myself and my colleague, Max S. Roberts.

7 26. I received my Juris Doctor from New York University School of Law in  
8 2013, and my Bachelor of Arts in Political Science and Psychology from Vanderbilt  
9 University in 2010, *cum laude*. I started working at Bursor & Fisher, P.A. right out  
10 of law school, in 2013, as an associate, and was promoted to partner in December  
11 2018. While in law school, I also worked as a Law Clerk at the United States  
12 Department of Justice, the American Civil Liberties Union, and at Vladeck,  
13 Waldman, Elias & Engelhard, P.C., focusing on employment discrimination and  
14 wage and hour disputes.

15 27. Mr. Roberts received his Juris Doctor from Fordham University School  
16 of Law in 2019, *cum laude*, and his Bachelor of Arts in Political Science from Johns  
17 Hopkins University in 2015. Mr. Roberts was a summer associate at Bursor &  
18 Fisher in 2018 and started at the firm full-time in 2019, right out of law school.  
19 While in law school, Mr. Roberts also interned for the Honorable Vincent L.  
20 Briccetti in the Southern District of New York and Fordham's Criminal Defense  
21 Clinic. Mr. Roberts was recently named the Co-Chair of our firm's Appellate  
22 Practice Group.

23 28. Class actions are rarely brought to trial. However, the lawyers at Bursor  
24 & Fisher have served as trial counsel for class action plaintiffs in six jury trials and  
25 have won all six, with recoveries ranging from \$21 million to \$299 million.

- 26 i. In 2007, Mr. Bursor and Mr. Fisher served as lead trial  
27 counsel in *Thomas v. Global Vision Products* (Alameda  
28 County Superior Court), representing a class of

1 approximately 150,000 California consumers who had  
2 purchased the Avacor hair regrowth system, asserting  
3 claims for violations of California's consumer protection  
4 statutes. After a four-week trial the jury returned a \$37  
5 million verdict for the class. The trial judge increased the  
award to \$40 million.

6 ii. In 2008, Mr. Bursor and Mr. Fisher served as lead trial  
7 counsel in *Ayyad v. Sprint Spectrum L.P.* (Alameda  
8 County Superior Court), representing a class of 2 million  
9 California consumers who were charged an early  
10 termination fee under a Sprint cellphone contract,  
11 asserting claims that such fees were unlawful liquidated  
12 damages under Civil Code § 1671(d), as well as other  
13 statutory and common law claims. After a five-week trial,  
14 the jury returned a verdict in June 2008, and the Court  
15 issued a Statement of Decision in December 2008  
16 awarding the class more than \$299 million in cash and  
17 debt cancellation. The class prevailed on six of six counts  
18 asserted in the complaint and was awarded 100% of the  
19 relief sought.

20 iii. In 2008, Mr. Bursor and Mr. Fisher served as lead trial  
21 counsel in *White v. Verizon Wireless* (Alameda County  
22 Superior Court), representing a class of 1.4 million  
23 California consumers who were charged an early  
24 termination fee under a Verizon cellphone contract,  
25 asserting claims that such fees were unlawful liquidated  
26 damages under Civil Code § 1671(d), as well as other  
27 statutory and common law claims. After Mr. Bursor  
28 presented the class's 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.

iv. In 2009, Mr. Bursor and Mr. Fisher served as lead trial  
counsel in a second trial in *Thomas v. Global Vision  
Products*, in which the class asserted claims against a  
minority shareholder in the company. After another four-  
week trial the jury returned a verdict awarding more than

1 \$50 million to the class. The legal trade publication  
2 VerdictSearch reported this was the second largest jury  
3 verdict in California in 2009.

4 v. In 2013, Mr. Bursor and Mr. Fisher served as lead trial  
5 counsel in a second trial in *Ayyad v. Sprint Spectrum L.P.*  
6 (Alameda County Superior Court). After we had prevailed  
7 on the class claims challenging Sprint’s termination fees  
8 in 2008, Sprint asserted a \$1.06 billion cross-claim against  
9 the class for breach of contract. *See Garrett v. Coast &*  
10 *Southern Federal Sav. & Loan Ass’n*, 9 Cal. 3d 731, 740-  
11 41 (1973) (holding that invalidation of a liquidated  
12 damages provision does not permit the breaching party to  
13 “escape[] unscathed,” because he “remains liable for the  
14 actual damages resulting from his default”). After a four-  
15 week trial, the jury returned a verdict awarding only 2% of  
16 Sprint’s claimed damages. This verdict secured the  
17 Class’s net cash recovery of at least \$55 million after a  
18 setoff for Sprint’s actual damages.

19 vi. In 2019, I, along with Mr. Bursor, and Mr. Fisher, served  
20 as lead counsel in *Perez v. Rash Curtis & Associates* (N.D.  
21 Cal.), representing a nationwide class of 40,420 people  
22 that received autodialed and prerecorded messages on  
23 their cellular telephones without their prior express  
24 consent, asserting that the phone calls violated the  
25 Telephone Consumer Protection Act (“TCPA”). After a  
26 one-week trial, the jury returned a verdict in May of 2019  
27 finding that Defendant made 534,712 calls that violated  
28 the TCPA. Pursuant to the TCPA, each of the 534,712  
calls entitled class members to a minimum of \$500 per  
unlawful phone call, entitling class members to a \$267  
million judgment. The District Court entered Judgment  
for \$267 million in September 2019. During the pendency  
of the defendant’s appeal, the case settled for \$75.6  
million, the largest settlement in the history of the TCPA.

29 29. The lawyers at Bursor & Fisher, including Mr. Roberts and I, have  
30 recovered hundreds of millions of dollars for consumers and have been appointed  
31 class counsel or interim class counsel in over seventy (70) matters. *See **Exhibit 1.***

1           30. Most relevant to this action, both Mr. Roberts and I secured the  
2 settlement in the *Sholopa v. Turk Hava Yollari A.O (d/b/a Turkish Airlines)* matter,  
3 and our firm was appointed class counsel by the court in that matter as a result of our  
4 efforts.

5 **VI. Class Counsel’s Lodestar And Expenses**

6           31. Attached as **Exhibit 2** are my firm’s detailed billing diaries for this  
7 case. I have personally reviewed all of my firm’s time entries and have used billing  
8 judgment to ensure that duplicative or unnecessary time has been excluded and that  
9 only time reasonably devoted to the litigation has been included. The time and  
10 descriptions displayed in these records were regularly and contemporaneously  
11 recorded by me and the other timekeepers of the firm pursuant to firm policy and  
12 have been maintained in the computerized records of my firm.

13           32. As of June 5, 2023, Bursor & Fisher expended 894.50 hours in this case.  
14 Bursor & Fisher’s lodestar fee based on hours spent to date in this case, based on  
15 current billing rates, is \$515,477.50, with a blended hourly rate of \$583.12.

16           33. Class Counsel has requested \$856,498.61 in attorneys’ fees, which  
17 represents 24.47% of the minimum value of the Settlement. Accordingly, this fee  
18 request represents a multiplier of 1.66 above Class Counsel’s lodestar.

19           34. However, I expect Class Counsel will spend additional time on this  
20 matter. First and foremost, I expect Class counsel will incur additional time and  
21 expenses handling issues that may arise with the notice campaign, answering class  
22 member questions, and appearing at the final approval hearing.

23           35. Principally, however, I expect Class Counsel will spend additional time  
24 on this matter because I anticipate counsel for the *Castanares* Plaintiffs will lodge an  
25 objection to the Settlement. While I believe any such objection will be without  
26 merit, Class Counsel will need to spend additional time responding to the objection  
27

1 and likely defending the Settlement on appeal (should the objection be overruled and  
2 counsel for the *Castanares* Plaintiffs file an appeal to the Ninth Circuit).

3 36. I consulted with Mr. Roberts—who, again, co-chairs our firm’s  
4 Appellate Practice Group—on the time he and I have spent litigating appeals in front  
5 of the Ninth Circuit. Our findings were as follows:

- 6 i. In *Javier v. Assurance IQ, LLC*, Case No. 21-16351 (9th  
7 Cir.), which Mr. Roberts handled for our firm and in  
8 which he secured a favorable decision, our firm spent  
9 215.30 hours litigating the appeal between the filing of  
10 the notice of the appeal and the Ninth Circuit’s order.  
11 ii. In *Jackson v. Amazon.com, Inc.*, Case No. 21-56107 (9th  
12 Cir.), which Mr. Roberts handled for our firm and in  
13 which he secured a favorable decision, our firm spent  
14 249.10 hours litigating the appeal between the filing of  
15 the notice of the appeal and the Ninth Circuit’s order.  
16 iii. In *Mahlum v. Adobe Systems, Inc.*, Case No. 15-15306  
17 (9th Cir.), which I handled for our firm, our firm spent  
18 280.20 hours litigating the appeal between the filing of  
19 the notice of the appeal and the Ninth Circuit’s order.

20 37. Between these three matters, our firm spent an average of 248.20 hours  
21 litigating the appeals between the filing of the notice of the appeal and the Ninth  
22 Circuit’s order. Thus, I reasonably anticipate Class Counsel will spend at least  
23 248.20 hours litigating any appeal by counsel for *Castanares* Plaintiffs, in addition to  
24 other time as outlined above. At our blended hourly rate of \$583.12, this will  
25 increase our lodestar to \$660,207.88 and reduce our lodestar multiplier to 1.30.

26 38. Further, because this case, unlike the appeals in *Javier*, *Jackson*, and  
27 *Mahlum*, does not involve a pure question of law but a replete factual record, I  
28 expect our firm will spend more time litigating the appeal than either of those three  
matters.

39. Attached hereto as **Exhibit 3** is an itemized listing of each out-of-pocket  
expense my firm incurred in this case. These expenses are reflected in the records of  
Bursor & Fisher and were necessary to prosecute this litigation. All expenses were

1 carefully and reasonably expended, and they reflect market rates for various  
2 categories of expenses incurred. Expense items are billed separately and such  
3 charges are not duplicated in my firm's billing rates.

4 40. To date, Bursor & Fisher has expended \$18,501.39 in out-of-pocket  
5 expenses in connection with the prosecution of this action.

6 41. Included within **Exhibit 2** is a chart setting forth the hourly rates  
7 charged for lawyers and staff at my firm. Based on my knowledge and experience,  
8 the hourly rates charged by my firm are within the range of market rates charged by  
9 attorneys of equivalent experience, skill, and expertise. These are the same hourly  
10 rates that we actually charge to our regular hourly clients who have retained us for  
11 non-contingent matters, and which are actually paid by those clients. As a matter of  
12 firm policy, we do not discount our regular hourly rates for non-contingent hourly  
13 work, which has historically comprised approximately 10% of our revenue. I have  
14 personal knowledge of the range of hourly rates typically charged by counsel in our  
15 field in New York, California, Florida, and throughout the United States, both on a  
16 current basis and in the past. In determining my firm's hourly rates from year to  
17 year, my partners and I have consciously taken market rates into account and have  
18 aligned our rates with the market.

19 42. Through my practice, I have become familiar with the non-contingent  
20 market rates charged by attorneys in New York, California, Florida, and elsewhere  
21 (my firm's offices are in New York City, Walnut Creek, California, and Miami,  
22 Florida). This familiarity has been obtained in several ways: (1) by litigating  
23 attorneys' fee applications; (2) by discussing fees with other attorneys; (3) by  
24 obtaining declarations regarding prevailing market rates filed by other attorneys  
25 seeking fees; and (4) by reviewing attorneys' fee applications and awards in other  
26 cases, as well as surveys and articles on attorney's fees in the legal newspapers and  
27 treatises. The information I have gathered shows that my firm's rates are in line with  
28

1 the non-contingent market rates charged by attorneys of reasonably comparable  
2 experience, skill, and reputation for reasonably comparable class action work. In  
3 fact, comparable hourly rates have been found reasonable by various courts for  
4 reasonably comparable services, including:

- 5 i. *Perez v. Rash Curtis & Associates*, 2020 WL 1904533, at  
6 \*20 (N.D. Cal. Apr. 17, 2020), a class action brought  
7 under the TCPA, in which the court approved Bursor &  
8 Fisher’s blended hourly rate of \$634.48.
- 9 ii. *Zaskorn v. American Honda Motor Co.*, 2015 WL  
10 3622990, at \*13-15 (E.D. Cal. June 9, 2015), a consumer  
11 class action concerning braking defects in vehicles, in  
12 which the court approved Bursor & Fisher’s hourly rates  
13 of up to \$850 per hour for partners and \$450 per hour for  
14 associates.
- 15 iii. *In re Animation Workers Antitrust Litig.*, 2016 WL  
16 6663005, at \*6 (N.D. Cal. Nov. 11, 2016), an employment  
17 antitrust class action, in which the court found hourly rates  
18 between \$845 and \$1,200 per hour to be reasonable for the  
19 lead class counsel.
- 20 iv. *Dawson v. Hitco Carbon Composites, Inc.*, 2019 WL  
21 7842550, at \*9 (C.D. Cal. Nov. 25, 2019), an employment  
22 wage and hour class action, where the court noted that in  
23 Los Angeles in 2018, “partners have an hourly rate  
24 ranging from \$450 to \$955, and associates from \$382 to  
25 \$721.”
- 26 v. *Nitsch v. DreamWorks Animation SKG Inc.*, 2017 WL  
27 2423161, at \*9 (N.D. Cal. June 5, 2017), an employment  
28 antitrust class action, in which the court found hourly rates  
between \$870 and \$1,200 per hour to be reasonable for the  
lead class counsel.
- vi. *Roberti v. OSI Sys., Inc.*, 2015 WL 8329916, at \*7 (C.D.  
Cal. Dec. 8, 2015), a securities class action, in which the  
court found that rates “between \$525 to \$975-are  
reasonable.”
- vii. *Rainbow Bus. Solutions v. MBF Leading LLC*, 2017 WL  
6017884, at \*1 (N.D. Cal. Dec. 5, 2017), a class action  
concerning credit card fraud, in which the court found  
hourly rates between \$275 and \$950 per hour to be  
reasonable.
- viii. *In re TFT-LCD (Flat Panel) Antitrust Litigation*, No. M  
07 1827 SI, MDL, No. 1827 (N.D. Cal. 2013), an antitrust

1 class action, in which the court found blended hourly rates  
2 of \$1000, \$950, \$861, \$825, \$820, and \$750 per hour  
reasonable for the lead class counsel.

3 43. The reasonableness of my firm’s hourly rates is also supported by  
4 several surveys of legal rates, including the following:

- 5 i. In an article entitled “Big Law Rates Topping \$2,000  
6 Leave Value ‘In Eye of Beholder,’” written by Roy Strom  
7 and published by Bloomberg Law on June 9, 2022, the  
8 author describes how Big Law firms have crossed the  
9 \$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 4**.
- 10 ii. The CounselLink Enterprise Management Trends Report  
11 for June 2022 states that the median partner rate in New  
12 York was \$1,030. The report also notes that median  
13 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 5**.
- 14 iii. In an article entitled “On Sale: The \$1,150-Per Hour  
15 Lawyer,” written by Jennifer Smith and published in the  
16 Wall Street Journal on April 9, 2013, the author describes  
the rapidly growing number of lawyers billing at \$1,150  
17 or more revealed in public filings and major surveys. The  
18 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 6**.
- 19 iv. In an article published April 16, 2012, the Am Law Daily  
20 described the 2012 Real Rate Report, an analysis of \$7.6  
21 billion in legal bills paid by corporations over a five-year  
22 period ending in December 2011. A true and correct copy  
of that article is attached hereto as **Exhibit 7**. That article  
23 confirms that the rates charged by experienced and well-  
24 qualified attorneys have continued to rise over this five-  
year period, particularly in large urban areas like the San  
25 Francisco Bay Area. It also shows, for example that the  
top quartile of lawyers bill at an average of “just under  
\$900 per hour.”
- 26 v. Similarly, on February 23, 2011, the Wall Street Journal  
27 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 8**. That article notes that in  
28



1 2011 partner rates at some firms were as high as \$1,250  
2 per hour and that associate rates were as much as \$700 per  
hour.

3 vi. On February 22, 2011, the ALM's Daily Report listed the  
4 2006-2009 hourly rates of numerous San Francisco  
5 attorneys. A true and correct copy of that article is attached  
6 hereto as **Exhibit 9**. Even though rates have increased  
significantly since that time, my firm's rates are well  
within the range of rates shown in this survey.

7 vii. The Westlaw CourtExpress Legal Billing Reports for  
8 May, August, and December 2009 (attached hereto as  
9 **Exhibit 10**) show that as far back as 2009, attorneys with  
as little as 19 years of experience were charging \$800 per  
10 hour or more, and that the rates requested here are well  
within the range of those reported. Again, current rates are  
significantly higher.

11 viii. The National Law Journal's December 2010, nationwide  
12 sampling of law firm billing rates (attached hereto as  
13 **Exhibit 11**) lists 32 firms whose highest rate was \$800 per  
14 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.

15 ix. On December 16, 2009, The American Lawyer published  
16 an online article entitled "Bankruptcy Rates Top \$1,000 in  
17 2008-2009." That article is attached hereto as **Exhibit 12**.  
18 In addition to reporting that several attorneys had charged  
19 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.

20 x. According to the National Law Journal's 2014 Law Firm  
21 Billing Survey, law firms with their largest office in New  
22 York have average partner and associate billing rates of  
23 \$882 and \$520, respectively. Karen Sloan, \$1,000 Per  
24 Hour Isn't Rare Anymore; Nominal Billing Levels Rise,  
25 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 13**.

26 xi. On February 8, 2016, the ABA Journal published an article  
27 entitled "Top Partner Billing Rates at BigLaw Firms  
28 Approaching \$1,500 per hour." A true and correct copy  
of this article is attached hereto as **Exhibit 14**.

1           44. Given Bursor & Fisher’s unique experience and track record of success  
2 winning six of six class action trials – including my \$267 million trial victory in  
3 2019 in *Perez* – my hourly rate is set at \$750.00, which is the same rate that my firm  
4 charges to clients who retain us on an hourly basis, and which we never discount.

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

7           46. My firm undertook this representation with no co-counsel and on a  
8 wholly contingent basis, recognizing that the risk of non-payment has been high  
9 throughout this litigation. There were substantial uncertainties in the viability of this  
10 case as a class action, as well as substantial uncertainties in the merits of the  
11 underlying claims, and the ability to collect on any judgment that might be obtained.  
12 Although we believed the case to be meritorious, a realistic assessment shows that  
13 the risks inherent in the resolution of the liability issues, protracted litigation in this  
14 action as well as the probable appeals process, are great.

15           47. Had we not resolved this matter through settlement, we would have  
16 vigorously prosecuted the case through trial, if necessary, and appealed any  
17 determinations that may have been averse to the Class’s interests. We were therefore  
18 at great risk for non-payment. In addition, as described above, we have advanced  
19 significant expenses that would not have been reimbursed absent a successful result.

20           48. The Settlement Agreement does not have a “clear sailing” provision,  
21 and Class Counsel does not have any agreement as to attorneys’ fees or expenses  
22 with Lufthansa. At no point has Class Counsel negotiated its attorney’s fees with  
23 Lufthansa. Lufthansa is free to challenge the present fee application.

24 **VII. Ms. Maree And Mr. Guerdad’s Role In This Litigation**

25           49. Attached as Exhibit 15 is the Declaration of Karla Maree, which was  
26 submitted in support of Plaintiffs’ Motion for Preliminary Approval.  
27  
28

1           50. Attached as **Exhibit 16** is the Declaration of Mourad Guerdad, which  
2 was submitted in support of Plaintiffs’ Motion for Preliminary Approval.

3           51. Plaintiffs have vigorously prosecuted this action on behalf of  
4 themselves and the putative Settlement Class. Through my interaction with  
5 Plaintiffs, I believe that they have been exemplary Class Representatives. They have  
6 participated on many phone calls with counsel to discuss settlement, discovery, the  
7 allegations, and litigation strategy. They have each been attentive, very responsive  
8 to inquiries and requests by e-mail and phone from Class Counsel, and have been  
9 proactive in keeping abreast of developments in the litigation, including during the  
10 pendency of preliminary approval. Plaintiffs were willing to appear for a deposition  
11 and to testify at trial, had it been necessary. I believe that their vigorous pursuit and  
12 efforts in this litigation, on behalf of Settlement Class Members, should each be  
13 rewarded with the full \$2,000 allowed by the Settlement Agreement.

14 **VIII. Comparison To The *British Airways* Settlement**

15           52. As noted above, there are only two other COVID-19 flight refund  
16 settlements that have granted preliminary approval or final approval: *Ide v. British*  
17 *Airways* and *Sholopa v. Turkish Airlines*. However, as notice to class members in  
18 the *Turkish Airlines* case was only provided a few weeks ago, *British Airways*  
19 provides the best comparison for claims rates, as it has gone through (and received)  
20 final approval.

21           53. Attached as **Exhibit 17** is the Motion In Support of Final Approval in  
22 the *British Airways* case.

23           54. Attached as **Exhibit 18** is the Reply In Support of the Motion for Final  
24 Approval in the *British Airways* case.

25           55. Attached as **Exhibit 19** is the Declaration of the Settlement  
26 Administrator In Support of the Motion for Final Approval in the *British Airways*  
27 case.







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## **FIRM RESUME**

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

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

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

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

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

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

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

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



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

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

68. *D’Amario v. The University of Tampa*, (S.D.N.Y. June 3, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by The University of Tampa due to the novel coronavirus, COVID-19,
69. *Fittipaldi v. Monmouth University*, (D.N.J. Sept. 22, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by Monmouth University due to the novel coronavirus, COVID-19,
70. *Armstead v. VGW Malta Ltd. et al.* (Cir. Ct. Henderson Cnty. Oct. 3, 2022) to present a certified class of Kentucky residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Kentucky law,
71. *Cruz v. The Connor Group, A Real Estate Investment Firm, LLC*, (N.D. Ill. Oct. 26, 2022) to represent a certified class of workers who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act;
72. *Delcid et al. v. TCP HOT Acquisitions LLC et al.* (S.D.N.Y. Oct. 28, 2022) to represent a certified nationwide class of purchasers of Sure and Brut-brand antiperspirants that were allegedly contaminated with benzene,
73. *Kain v. The Economist Newspaper NA, Inc.* (E.D. Mich. Dec. 15, 2022) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
74. *Strano v. Kiplinger Washington Editors, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
75. *Moeller v. The Week Publications, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act.

### **SCOTT A. BURSOR**

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

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

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

Class actions are rarely tried to verdict. Other than Mr. Bursor and his partner Mr. Fisher, we know of no lawyer that has tried more than one class action to a jury. Mr. Bursor’s perfect record of six wins in six class action jury trials, with recoveries ranging from \$21 million

to \$299 million, is unmatched by any other lawyer. Each of these victories was hard-fought against top trial lawyers from the biggest law firms in the United States.

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

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

### Representative Cases

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

Mr. Bursor negotiated and obtained court-approval for two landmark settlements in *Nguyen v. Verizon Wireless* and *Zill v. Sprint Spectrum* (the largest and 2nd largest classes ever certified). These settlements required Verizon and Sprint to open their wireless networks to third-party devices and applications. These settlements are believed to be the most significant legal development affecting the telecommunications industry since 1968, when the FCC's Carterfone decision similarly opened up AT&T's wireline telephone network.

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

Mr. Bursor was the lead trial lawyer in *White v. Cellco Partnership d/b/a Verizon Wireless* representing a class of approximately 1.4 million California consumers who were charged an early termination fee under a Verizon cellphone contract, asserting claims that such fees were unlawful liquidated damages under the California Civil Code, as well as other statutory

and common law claims. In July 2008, after Mr. Bursor presented plaintiffs' case-in-chief, rested, then cross-examined Verizon's principal trial witness, Verizon agreed to settle the case for a \$21 million cash payment and an injunction restricting Verizon's ability to impose early termination fees in future subscriber agreements.

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

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

Mr. Bursor was the lead trial lawyer in *In re: Pacific Bell Late Fee Litigation*. After filing the first class action challenging Pac Bell's late fees in April 2010, winning a contested motion to certify a statewide California class in January 2012, and defeating Pac Bell's motion for summary judgment in February 2013, Mr. Bursor obtained final approval of the \$38 million class settlement. The settlement, which Mr. Bursor negotiated the night before opening statements were scheduled to commence, included a \$20 million cash payment to provide refunds to California customers who paid late fees on their Pac Bell wireline telephone accounts, and an injunction that reduced other late fee charges by \$18.6 million.

#### **L. TIMOTHY FISHER**

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

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

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

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

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

### Representative Cases

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

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

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

fees that Sprint had collected from California consumers over an eight-year period were void and unenforceable.

### **Selected Published Decisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Selected Class Settlements**

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

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

fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**JOSEPH I. MARCHESE**

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

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

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

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

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

**Selected Published Decisions:**

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

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

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

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

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

**Selected Class Settlements:**

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

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

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

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

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

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

**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.

*Waite 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.

**JOEL D. SMITH**

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

Prior to joining Bursor & Fisher, Joel was a litigator at Crowell & Moring, where he represented Fortune 500 companies, privately held businesses, and public entities in a wide variety of commercial, environmental, and class action matters. Among other matters, Joel served as defense counsel for AT&T, Enterprise-Rent-A-Car, Flowers Foods, and other major U.S. businesses in consumer class actions, including a class action seeking to hold U.S. energy companies accountable for global warming. Joel represented four major U.S. retailers in a case arising from a devastating arson fire and ensuing state of emergency in Roseville, California, which settled on the eve of a trial that was expected to last several months and involve several dozen witnesses. Joel also was part of the trial team in a widely publicized trial over the death of a contestant who died after participating in a Sacramento radio station's water drinking contest.

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

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

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

**Selected Published Decisions:**

*Javier v. Assurance IQ, LLC*, --- Fed App'x --- 2022 WL 1744107 (9th Cir. May 31, 2022), reversing dismissal in a class action alleging surreptitious monitoring of internet communications.

*Revitch v. DIRECTV, LLC*, 977 F.3d 713 (9th Cir. 2020), affirming denial of motion to compel arbitration in putative class action alleging unlawful calls under the Telephone Consumer Protection Act.

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

**Selected Class Settlements:**

*Recinos et al. v. The Regents of the University of California*, Superior Court for the State of California, County of Alameda, Case No. RG19038659 – final approval granted for a settlement providing debt relief and refunds to University of California students who were charged late fees.

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

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

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

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

**NEAL J. DECKANT**

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

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

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

**Selected Published Decisions:**

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

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

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

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

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

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

**Selected Class Settlements:**

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

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

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

**Selected Publications:**

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

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

**YITZCHAK KOPEL**

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

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

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

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

**Selected Published Decisions:**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**Selected Class Settlements:**

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

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

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

**FREDERICK J. KLORCZYK III**

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

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

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

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

**Selected Published Decisions:**

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

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

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

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

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

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

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

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

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

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

**Selected Class Settlements:**

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

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

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

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

### **YEREMEY O. KRIVOSHEY**

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

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

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

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

### **Representative Cases:**

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

**Selected Published Decisions:**

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

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

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

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

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

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

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

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

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

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

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

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

*Sholopa v. Turk Hava Yollari A.O., Inc. (d/b/a Turkish Airlines)*, 2022 WL 976825 (S.D.N.Y. Mar. 31, 2022), denying airline's motion to dismiss its customers claims for failure to refund flights cancelled due to COVID-19.

**Selected Class Settlements:**

*Perez v. Rash Curtis & Associates*, Case No. 16-cv-03396-YGR (N.D. Cal. Oct. 1, 2021) granting final approval to a \$75.6 million non-reversionary cash common fund settlement, the largest ever consumer class action settlement stemming from a violation of the Telephone Consumer Protection Act.

*Strassburger v. Six Flags Theme Parks Inc., et al.* (Ill. Cir. Ct. 2022) granting final approval to \$83.6 million settlement to resolve claims of theme park members for alleged wrongful charging of fees during the COVID-19 pandemic.

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

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

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

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

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

**PHILIP L. FRAIETTA**

Philip L. Fraietta is a Partner with Bursor & Fisher, P.A. Phil focuses his practice on data privacy, complex business litigation, consumer class actions, and employment law disputes. Phil has been named a “Rising Star” in the New York Metro Area by Super Lawyers<sup>®</sup> every year since 2019.

Phil has significant experience in litigating consumer class actions, particularly those involving privacy claims under statutes such as the Michigan Preservation of Personal Privacy Act, the Illinois Biometric Information Privacy Act, and Right of Publicity statutes. Since 2016, Phil has recovered over \$100 million for class members in privacy class action settlements. In addition to privacy claims, Phil has significant experience in litigating and settling class action claims involving false or misleading advertising.

Phil is admitted to the State Bars of New York, New Jersey, Illinois, and Michigan, the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the Western District of New York, the Northern District of New York, the District of New Jersey, the Eastern District of Michigan, the Western District of Michigan, the

Northern District of Illinois, the Central District of Illinois, and the United States Court of Appeals for the Second, Third, and Ninth Circuits. Phil was a Summer Associate with Bursor & Fisher prior to joining the firm.

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

**Selected Published Decisions:**

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

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

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

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

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

**Selected Class Settlements:**

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

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

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

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

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

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

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

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

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

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

### **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.

### **STEPHEN BECK**

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

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

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

### **BRITTANY SCOTT**

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

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

addition to data privacy claims, Brittany has significant experience in litigating class action claims involving false and misleading advertising.

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

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

**Selected Class Settlements:**

*Morrissey v. Tula Life, Inc.*, Case No. 2021L0000646 (18th Judicial Circuit Court DuPage County 2021) – final approval granted for \$4 million class settlement to resolve claims of cosmetics purchasers for alleged false advertising.

**MAX 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.

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.*, --- F.4th ---, 2023 WL 2997031 (9th Cir. Apr. 19, 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.*, --- N.E.3d ---, 2022 WL 17335861 (Ill. App. Ct. 2d Dist. Nov. 30, 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](#).

*Cristostomo v. New Balance Athletics, Inc.*, 2022 WL 17904394 (D. Mass. Dec. 23, 2022), denying motion to dismiss and motion to strike class allegations in case involving sneakers marketed as "Made in the USA."

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

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

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

*Saleh v. Nike, Inc.*, 562 F. Supp. 3d 503 (C.D. Cal. 2021), denying in part motion to dismiss alleged violations of California Invasion of Privacy Act.

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

**Selected Class Settlements:**

*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
- Ninth Circuit Court of Appeals
- Seventh Circuit Court of Appeals

**CHRISTOPHER R. REILLY**

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

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

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

**JULIA K. VENDITTI**

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

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

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

Public Defender's Office. In 2017, Julia graduated *magna cum laude* from Baruch College/CUNY, Weissman School of Arts and Sciences, with a B.A. in Political Science.

**JULIAN DIAMOND**

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

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

**MATTHEW GIRARDI**

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

Matt is admitted to the State Bar of New York, and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, and the Eastern District of Michigan

Matt received his Juris Doctor from Columbia Law School in 2020, where he was a Harlan Fiske Stone Scholar. During law school, Matt was the Commentary Editor for the Columbia Journal of Tax Law, and represented fledgling businesses for Columbia's Entrepreneurship and Community Development Clinic. In addition, Matt worked as an Honors Intern in the Division of Enforcement at the U.S. Securities and Exchange Commission. Prior to law school, Matt graduated from Brown University in 2016 with a B.A. in Economics, and worked as a Paralegal Specialist at the U.S. Department of Justice in the Antitrust Division.



<b>Lodestar Lufthansa Airlines through 05 Jun 2023</b>			
<b>INITIALS</b>	<b>HOURS</b>	<b>RATE</b>	<b>TOTAL</b>
LTF	0.50	\$ 1,000.00	\$ 500.00
YOK	481.50	\$ 750.00	\$ 361,125.00
PLF	0.50	\$ 725.00	\$ 362.50
AJO	43.40	\$ 475.00	\$ 20,615.00
MSR	252.50	\$ 400.00	\$ 101,000.00
EAH	22.20	\$ 325.00	\$ 7,215.00
VXZ	0.40	\$ 325.00	\$ 130.00
SER	0.10	\$ 300.00	\$ 30.00
DLS	24.70	\$ 300.00	\$ 7,410.00
MCS	37.10	\$ 300.00	\$ 11,130.00
JGM	5.20	\$ 300.00	\$ 1,560.00
RSR	1.10	\$ 300.00	\$ 330.00
JMF	8.40	\$ 275.00	\$ 2,310.00
AJR	1.00	\$ 275.00	\$ 275.00
TEC	0.50	\$ 275.00	\$ 137.50
EMK	4.90	\$ 275.00	\$ 1,347.50
	884.00		\$ 515,477.50
		<b>Expenses:</b>	<b>\$ 18,501.39</b>
		<b>Total:</b>	<b>\$ 533,978.89</b>

Date	Matter	M No.	Initials	Description	Time
2020.05.07	Lufthansa Airlines	600	SER	Open new matter	0.10
2020.05.08	Lufthansa Airlines	600	MSR	Draft complaint	5.10
2020.05.10	Lufthansa Airlines	600	YOK	Reviewed complaint and emailed MSR and AJO re same	1.00
2020.05.10	Lufthansa Airlines	600	MSR	Edits to complaint	1.30
2020.05.11	Lufthansa Airlines	600	MSR	Finalize complaint and initiating docs	0.60
2020.05.11	Lufthansa Airlines	600	DLS	Reviewed docs for filing	0.40
2020.05.11	Lufthansa Airlines	600	MCS	Fixed formatting on complaint, drafted initiating docs, updated as needed.	2.80
2020.05.12	Lufthansa Airlines	600	DLS	Finalized and filed complaint	0.90
2020.05.12	Lufthansa Airlines	600	MCS	Updated initiating docs	0.60
2020.05.13	Lufthansa Airlines	600	YOK	Reviewed notice of assignment and emailed AJO and MSR re same	0.20
2020.05.13	Lufthansa Airlines	600	JMF	Served complaint.	1.00
2020.05.14	Lufthansa Airlines	600	JMF	Prepared pleading template.	0.50
2020.05.15	Lufthansa Airlines	600	JMF	Prepared pleading template.	0.30
2020.05.20	Lufthansa Airlines	600	MSR	Prepare for service (0.2); related case statement (0.8)	1.00
2020.05.20	Lufthansa Airlines	600	JMF	Conf. with Max re service.	0.10
2020.05.21	Lufthansa Airlines	600	YOK	Discussed notice of related case with MSR and reviewed same	0.30
2020.05.21	Lufthansa Airlines	600	MCS	Drafted and finalized notice of related case.	1.80
2020.05.22	Lufthansa Airlines	600	YOK	Conferred with MSR, Steven Riley, and AJO re plaintiff issue	0.20
2020.05.22	Lufthansa Airlines	600	YOK	Reviewed transfer of related case order and email with MSR re same. Strategized re leadership.	0.50
2020.05.27	Lufthansa Airlines	600	YOK	Checked on developments in related case and strategized re leadership	0.40
2020.05.28	Lufthansa Airlines	600	MSR	Draft amended complaint (0.8)	0.80
2020.06.01	Lufthansa Airlines	600	MCS	Filed proof of service.	0.80
2020.06.02	Lufthansa Airlines	600	YOK	Call with defense counsel re response deadline and settlement (.2), and prepped for call (.3).	0.50
2020.06.03	Lufthansa Airlines	600	YOK	Reviewed stipulation and emailed defense counsel re same.	0.20
2020.06.04	Lufthansa Airlines	600	MSR	Edits to amended complaint	0.70
2020.06.05	Lufthansa Airlines	600	YOK	Drafted term sheet and sent to defense counsel	0.80
2020.06.06	Lufthansa Airlines	600	YOK	Email with defense counsel re settlement	0.10
2020.06.10	Lufthansa Airlines	600	YOK	Reviewed stipulation and emailed defense counsel re same.	0.10
2020.06.15	Lufthansa Airlines	600	MSR	Edits to FAC	1.50
2020.07.17	Lufthansa Airlines	600	YOK	Reviewed defendant's letter and discussed same with AJO/MSR. Emailed defense counsel re same.	0.30
2020.07.21	Lufthansa Airlines	600	YOK	Emailed defense counsel re meet and confer call.	0.10
2020.07.28	Lufthansa Airlines	600	YOK	Research re rescission cause of action, and reviewed draft FAC. Message with MSR/AJO re same.	1.50
2020.07.29	Lufthansa Airlines	600	MSR	Edits to FAC (0.3); draft motion for consolidation (2.4)	2.70
2020.07.31	Lufthansa Airlines	600	YOK	Finalized FAC, drafted Rule 15 stipulation and proposed order. Emails with defense counsel as well as /	3.20
2020.07.31	Lufthansa Airlines	600	DLS	Prepared proposed order; finalized and filed stipulation; finalized and filed first amended complaint	2.00
2020.08.05	Lufthansa Airlines	600	YOK	Emailed defense counsel re meet and confer call.	0.10
2020.08.06	Lufthansa Airlines	600	YOK	Emails re meet and confer call, and participated on meet and confer call re MTD and motion to consolid;	1.00
2020.08.10	Lufthansa Airlines	600	MSR	Edits to motion for consolidation	0.60
2020.08.12	Lufthansa Airlines	600	YOK	Reviewed motion to consolidate and emailed MSR re same.	0.20
2020.08.13	Lufthansa Airlines	600	YOK	Conferred with defendant re motion to consolidate and discussed same with MSR.	0.30
2020.08.14	Lufthansa Airlines	600	YOK	Revised motion to consolidate and proposed order and emailed Debbie Schroeder and MSR/AJO re sai	0.50
2020.08.14	Lufthansa Airlines	600	DLS	Finalized and filed motion for consolidation	0.70
2020.08.17	Lufthansa Airlines	600	YOK	Emails with defense counsel and MSR re MTD scheduling.	0.10
2020.08.17	Lufthansa Airlines	600	MSR	Email defense counsel re: extension	0.60
2020.08.20	Lufthansa Airlines	600	YOK	Revised MTD briefing stipulation and emailed defense counsel re same.	0.20
2020.08.21	Lufthansa Airlines	600	YOK	Emailed defense counsel re MTD briefing stipulation.	0.10
2020.08.27	Lufthansa Airlines	600	MSR	Motion for consolidation reply	4.80
2020.08.31	Lufthansa Airlines	600	YOK	Reviewed reply ISO motion for consolidation and discussed same with Debbie Schroeder and MSR.	0.60
2020.08.31	Lufthansa Airlines	600	MSR	Review MTC/MTD (1.2); draft MTC/MTD opp (7.2); finalize motion to consolidate reply (0.2)	8.60
2020.08.31	Lufthansa Airlines	600	DLS	Made edits and filed	0.50
2020.08.31	Lufthansa Airlines	600	MCS	Proofread and finalized Motion to Consolidate reply.	1.20
2020.09.01	Lufthansa Airlines	600	MSR	Draft MTC/MTD opp	3.10
2020.09.02	Lufthansa Airlines	600	MSR	Draft MTC/MTD opp	2.70
2020.09.08	Lufthansa Airlines	600	YOK	Worked on MTD opposition and discussed same with AJO/MSR	3.00
2020.09.08	Lufthansa Airlines	600	AJO	Review and edit MTD Opp	1.10
2020.09.08	Lufthansa Airlines	600	MSR	Finalize MTD/MTC opp	2.60
2020.09.08	Lufthansa Airlines	600	MCS	Tables, finalize and file MTD opp	3.00
2020.10.02	Lufthansa Airlines	600	YOK	Prepped for MTD hearing and discussed same with MSR/AJO.	3.30
2020.10.04	Lufthansa Airlines	600	YOK	Continued prep for MTD hearing.	3.00
2020.10.05	Lufthansa Airlines	600	YOK	Prepped for and argued at MTD hearing. Discussions after hearing with AJO/MSR to debrief and discus;	3.40
2020.10.05	Lufthansa Airlines	600	AJO	Attend MTD argument	0.60
2020.10.05	Lufthansa Airlines	600	MSR	Prep for hearing w/ YOK & AJO (0.2); MTD hearing (0.5)	0.70
2020.10.07	Lufthansa Airlines	600	YOK	Analyzed MTD ruling. Discussions with AJO/MSR re next steps and research re same. Emails with LTF	2.20
2020.10.07	Lufthansa Airlines	600	MSR	Review MTD order (0.3); research re: indirect and consequential damages (2.4)	2.70
2020.10.08	Lufthansa Airlines	600	LTF	Reviewed order and exchanged messages with Yeremey Krivoshey regarding same.	0.30
2020.10.15	Lufthansa Airlines	600	MSR	Draft second amended complaint	6.80
2020.10.21	Lufthansa Airlines	600	YOK	Edited SAC and emailed MSR/AJO re same.	1.00
2020.10.21	Lufthansa Airlines	600	MSR	Call w/ client re: SAC allegations (0.3), edits to SAC (2.4)	2.70
2020.10.21	Lufthansa Airlines	600	MCS	Finalized and filed SAC	1.30
2020.10.27	Lufthansa Airlines	600	YOK	Meet and confer call re MTD with defense counsel and discussed same with AJO/MSR.	0.40
2020.11.19	Lufthansa Airlines	600	MSR	Draft MTD opp section	4.20
2020.11.24	Lufthansa Airlines	600	AJO	Research consequential/indirect/incidental damages re MTD opp	1.20
2020.11.24	Lufthansa Airlines	600	AJO	Draft rider re opposition to Defendant's MTD	4.10
2020.11.28	Lufthansa Airlines	600	AJO	Continue drafting MTD opp	2.60
2020.11.29	Lufthansa Airlines	600	AJO	Draft intro for MTD opposition brief	0.60
2020.11.29	Lufthansa Airlines	600	MSR	Combine rider into brief	0.40
2020.11.30	Lufthansa Airlines	600	YOK	Worked on opposition to MTD/Motion to compel arbitration and discussed same with AJO/MSR and Det	6.20
2020.11.30	Lufthansa Airlines	600	MSR	Finalize MTD opp	1.20
2020.11.30	Lufthansa Airlines	600	MCS	Drafted tables, finalized MTD opp and filed.	3.20
2021.01.10	Lufthansa Airlines	600	YOK	Prepped for MTD hearing.	6.20
2021.01.11	Lufthansa Airlines	600	YOK	Prepped for and participated at MTD hearing.	2.40
2021.01.11	Lufthansa Airlines	600	MSR	Call w/ YOK & AJO re: MTD hearing	0.40
2021.01.11	Lufthansa Airlines	600	MSR	MTD hearing	0.40
2021.01.26	Lufthansa Airlines	600	YOK	Reviewed MTD order and discussed same with AJO/MSR and LTF. Call with Anothony Vozollo re same	0.90
2021.01.26	Lufthansa Airlines	600	AJO	Review Court's decision on MTD (.4); review related case MTD decision (.3)	0.70
2021.01.26	Lufthansa Airlines	600	AJO	Prepare correspondence to other plaintiff's counsel regarding strategy call (.2); review reply (.1); finalize	0.40
2021.01.28	Lufthansa Airlines	600	YOK	Prepared for and participated on call with counsel in related case.	0.50



2021.01.28	Lufthansa Airlines	600	AJO	Telephone conference with other Plaintiff's counsel	0.40
2021.01.28	Lufthansa Airlines	600	MSR	Call w/ other plaintiffs' counsel re: JPA	0.40
2021.02.11	Lufthansa Airlines	600	YOK	Reviewed ruling in airline case (united) and conferred with MSR re notice of supplemental ruling.	1.00
2021.02.23	Lufthansa Airlines	600	MSR	Draft 26(f) report	3.20
2021.02.24	Lufthansa Airlines	600	MSR	Edits to 26(f) report	1.30
2021.02.26	Lufthansa Airlines	600	MSR	26(f) conference w/ defense counsel	0.40
2021.02.28	Lufthansa Airlines	600	AJO	Review draft discovery plan	0.20
2021.03.08	Lufthansa Airlines	600	YOK	Emails with MSR re scheduling report and reviewed/edited same.	0.60
2021.03.08	Lufthansa Airlines	600	AJO	Review draft scheduling report (.3); confer with internal team re bifurcation of discovery (.2)	0.50
2021.03.08	Lufthansa Airlines	600	MSR	Edits to 26(f) report + file	0.60
2021.03.18	Lufthansa Airlines	600	AJO	Review initial disclosures; redline	0.40
2021.03.18	Lufthansa Airlines	600	MSR	Draft initial disclosures	0.30
2021.03.19	Lufthansa Airlines	600	MSR	Finalize initial disclosures	1.00
2021.03.31	Lufthansa Airlines	600	MSR	Call w/ YOK & AJO re: consolidation, upcoming deadlines, discovery requests	0.10
2021.04.06	Lufthansa Airlines	600	MSR	Draft + serve Plaintiff's first set of discovery requests	0.70
2021.04.13	Lufthansa Airlines	600	YOK	Mediation assessment call and prepped re same.	0.50
2021.04.13	Lufthansa Airlines	600	MSR	Mediation assessment conference	0.30
2021.04.21	Lufthansa Airlines	600	YOK	Emailed defense counsel re settlement.	0.20
2021.04.26	Lufthansa Airlines	600	YOK	Emails with defense counsel re settlement call	0.20
2021.04.27	Lufthansa Airlines	600	YOK	Call with defense counsel re settlement, and call with AJO/MSR re same. Strategized re same.	1.00
2021.04.27	Lufthansa Airlines	600	MSR	Call w/ YOK & AJO re: potential mediation	0.30
2021.04.28	Lufthansa Airlines	600	YOK	Call plaintiffs counsel in related case re scheduling re motion for stay.	0.20
2021.04.28	Lufthansa Airlines	600	MSR	Draft stip + proposed order extending briefing schedule re: MTS	0.50
2021.04.28	Lufthansa Airlines	600	JGM	Call and relay message to YOK & AJO	0.10
2021.04.29	Lufthansa Airlines	600	MSR	Finalize stip re: MTS briefing schedule	0.20
2021.04.29	Lufthansa Airlines	600	DLS	Filed stipulation and proposed order	0.40
2021.04.29	Lufthansa Airlines	600	MCS	Updated formatting on stipulation and proposed order, finalized.	1.10
2021.04.30	Lufthansa Airlines	600	MSR	Review MTS (1.2); draft MTS opp (4.8)	6.00
2021.05.03	Lufthansa Airlines	600	YOK	Call and email with defense counsel re mediation, and reviewed calendaring issues. Discussed mediator	0.50
2021.05.04	Lufthansa Airlines	600	YOK	Prepped for and attended mediation call.	0.40
2021.05.05	Lufthansa Airlines	600	MSR	Draft MTS opp	4.50
2021.05.06	Lufthansa Airlines	600	MSR	Draft MTS opp	3.20
2021.05.07	Lufthansa Airlines	600	MSR	Draft MTS opp	2.10
2021.05.12	Lufthansa Airlines	600	YOK	Reviewed motion to stay opposition and emailed MSR and AJO re same. Emails with defense counsel r	0.70
2021.05.14	Lufthansa Airlines	600	YOK	Reviewed D's RFPs and ROGs, and emails re same with MSR.	0.30
2021.05.14	Lufthansa Airlines	600	MSR	Edits to MTS opp	0.70
2021.05.17	Lufthansa Airlines	600	YOK	Emails with mediator staff re mediation.	0.20
2021.05.17	Lufthansa Airlines	600	MSR	Edits to MTS opp	0.90
2021.05.18	Lufthansa Airlines	600	YOK	Emails with defense counsel re mediation, and research re settlement issues.	0.40
2021.05.19	Lufthansa Airlines	600	YOK	Call re mediation, and research re mediation issues.	1.40
2021.05.19	Lufthansa Airlines	600	MSR	Finalize MTS opp + YOK decl (1.1); call w/ YOK re: recap of call w/ defense counsel (0.3)	1.40
2021.05.21	Lufthansa Airlines	600	MSR	Finalize MTS opp	0.80
2021.05.21	Lufthansa Airlines	600	DLS	Finalized and filed motion to stay case	0.50
2021.05.27	Lufthansa Airlines	600	YOK	Emailed defense counsel re mediation and strategized re same.	0.50
2021.05.27	Lufthansa Airlines	600	MSR	Call w/ client re: ROG responses	0.80
2021.05.28	Lufthansa Airlines	600	YOK	Reviewed D's ROG/RFP responses and emailed re same to AJO/MSR.	0.30
2021.05.28	Lufthansa Airlines	600	MSR	Call w/ EAH re: discovery responses	0.20
2021.06.01	Lufthansa Airlines	600	MSR	Confer w/ DCS re: pulling docs filed under seal	0.20
2021.06.01	Lufthansa Airlines	600	EAH	Read through Defense's Requests for Rogs and RFP (0.6); read through examples of responses Rogs	5.20
2021.06.02	Lufthansa Airlines	600	MSR	Review + edit first set of rog responses	1.40
2021.06.02	Lufthansa Airlines	600	EAH	Drafted response to Rogs (1.2); reviewed draft and sent to MSR for review (0.7); began draft for RFP (1	2.90
2021.06.03	Lufthansa Airlines	600	EAH	Reviewed model answer to RFP (0.3); drafted answer to RFP (2)	2.30
2021.06.04	Lufthansa Airlines	600	EAH	Drafted RFP	2.00
2021.06.08	Lufthansa Airlines	600	EAH	Drafted RFP	3.80
2021.06.09	Lufthansa Airlines	600	YOK	Filled out mediation docs and emailed mediator re same. Reviewed order re MTS hearing.	0.50
2021.06.09	Lufthansa Airlines	600	EAH	Drafted RFP	6.00
2021.06.10	Lufthansa Airlines	600	YOK	Emailed Debbie Schroeder re mediation and strategized re same.	0.60
2021.06.10	Lufthansa Airlines	600	MSR	Review + edit RFPs	1.20
2021.06.11	Lufthansa Airlines	600	YOK	Emails with defendant re mediation, call with AJO/MSR re same, and strategized re mediation.	1.20
2021.06.11	Lufthansa Airlines	600	AJO	Review Rule 408 communication from defense counsel in advance of mediation	0.20
2021.06.11	Lufthansa Airlines	600	AJO	Confer with internal team regarding mediation strategy	0.60
2021.06.11	Lufthansa Airlines	600	AJO	Review responses to interrogatories; edit; and re-circulate	1.10
2021.06.13	Lufthansa Airlines	600	YOK	Prepared for hearing re motion to stay.	2.00
2021.06.14	Lufthansa Airlines	600	YOK	Prepared for and participated at hearing re motion to stay, and discussed same with MSR.	2.90
2021.06.14	Lufthansa Airlines	600	MSR	Research re: 9th Circuit arbitration decisions (0.2); finalize disco responses (1.2); MTS hearing (0.5)	1.90
2021.06.14	Lufthansa Airlines	600	RSR	Paid mediation fee (.1)	0.10
2021.06.15	Lufthansa Airlines	600	YOK	Reviewed discovery responses and emails with MSR/AJO re same (.2) Worked on draft term sheet anc	1.30
2021.06.16	Lufthansa Airlines	600	YOK	Finished and sent draft term sheet to defense counsel and emails with defense counsel re mediation.	1.90
2021.06.18	Lufthansa Airlines	600	MSR	Draft mediation statement	3.80
2021.06.21	Lufthansa Airlines	600	AJO	Review and analyze draft mediation brief; edit; recirculate	0.90
2021.06.22	Lufthansa Airlines	600	YOK	Call with defense counsel re mediation. Discussed same with AJO and MSR. Worked on mediation briel	1.40
2021.06.22	Lufthansa Airlines	600	MSR	Review + edit mediation statement	2.10
2021.06.23	Lufthansa Airlines	600	YOK	Reviewed communications re defendant's requested extension re discovery issue, participated in call wi	0.70
2021.06.24	Lufthansa Airlines	600	YOK	Emailed defense counsel re mediation.	0.10
2021.06.25	Lufthansa Airlines	600	YOK	Emailed Judge Andersen re mediation and prepped for same.	0.50
2021.06.28	Lufthansa Airlines	600	YOK	Prepared for and participated in mediation, worked on and finalized term sheet. Calls with MSR/AJO re	14.20
2021.06.28	Lufthansa Airlines	600	AJO	Attend mediation w/ Judge Andersen	8.80
2021.06.28	Lufthansa Airlines	600	MSR	Prep for mediation (2.0); mediation w/ Judge Andersen (8.8); confer w/ defense counsel re: discovery cc	11.00
2021.06.29	Lufthansa Airlines	600	YOK	Two calls with counsel in Castanares action. Emails with defense counsel re next steps. Strategized re u	1.00
2021.06.29	Lufthansa Airlines	600	AJO	Review and analyze term sheet	0.20
2021.06.30	Lufthansa Airlines	600	YOK	Call with defense counsel re next steps, and emails with court re scheduling issue. Reviewed prior order	0.50
2021.07.01	Lufthansa Airlines	600	LTF	Discussed discovery hearing with Yeremey Krivoshey.	0.20
2021.07.01	Lufthansa Airlines	600	YOK	Call with defense counsel to prep for hearing, discussed hearing with LTF, and messaged AJO and MSF	1.60
2021.07.06	Lufthansa Airlines	600	YOK	Emailed defense counsel re motion to stay and gameplanned re preliminary approval.	0.50
2021.07.07	Lufthansa Airlines	600	YOK	Worked on Krivoshey declaration and emailed defense counsel and AJO/MSR re motion to stay.	1.30
2021.07.09	Lufthansa Airlines	600	YOK	Emails re notice plan/administrator and call with Bill Wickersham re same.	0.70
2021.07.12	Lufthansa Airlines	600	AJO	Confer with internal team regarding settlement strategy	0.20
2021.07.13	Lufthansa Airlines	600	YOK	Emails with defense counsel re 9th circuit appeal and next steps.	0.20

2021.07.27	Lufthansa Airlines	600	YOK	Messaged notice admin and defense counsel re administration and preliminary approval issues, messag	1.40
2021.07.27	Lufthansa Airlines	600	MSR	Draft preliminary approval motion	4.80
2021.07.28	Lufthansa Airlines	600	YOK	Worked on preliminary approval and messages with Steven Riley and MSR re same, messages with de	0.90
2021.07.28	Lufthansa Airlines	600	MSR	Draft preliminary approval motion	9.20
2021.07.29	Lufthansa Airlines	600	MSR	Draft preliminary approval motion	9.20
2021.07.30	Lufthansa Airlines	600	YOK	Call with defense counsel re preliminary approval and worked on preliminary approval.	1.70
2021.07.30	Lufthansa Airlines	600	MSR	Draft preliminary approval motion	6.80
2021.08.02	Lufthansa Airlines	600	YOK	Discussed preliminary approval issues with MSR, AJO, and Steven Riley, and worked on preliminary ap	0.80
2021.08.02	Lufthansa Airlines	600	AJO	Confer with YOK re preliminary approval	0.20
2021.08.02	Lufthansa Airlines	600	MSR	Review + edit settlement agreement (4.1); edits to preliminary approval motion (2.3)	6.40
2021.08.03	Lufthansa Airlines	600	YOK	Worked on preliminary approval motion, and discussed strategy with team.	1.10
2021.08.04	Lufthansa Airlines	600	YOK	Call with defense counsel re discovery issues and preliminary approval. Messages with AJO and MSR r	2.30
2021.08.04	Lufthansa Airlines	600	MSR	Draft depo notice + subpoena	0.80
2021.08.06	Lufthansa Airlines	600	YOK	Reviewed discovery order and messaged AJO/MSR re same. Continued working on settlement and pre	6.20
2021.08.09	Lufthansa Airlines	600	YOK	Continued working on editing settlement and settlement exhibits, continued working on preliminary appr	8.10
2021.08.10	Lufthansa Airlines	600	YOK	Call with Lufthansa counsel re settlement issues and continued working on same. Continued working on	5.80
2021.08.11	Lufthansa Airlines	600	YOK	Reviewed stipulated protective order and emails with defense counsel re same. Continued working on s	8.00
2021.08.12	Lufthansa Airlines	600	YOK	Continued working on settlement docs and preliminary approval motion. Calls with AJO and MSR re san	8.40
2021.08.12	Lufthansa Airlines	600	AJO	Confer with internal team regarding preliminary approval	0.30
2021.08.12	Lufthansa Airlines	600	MSR	Draft TAC (1.0); draft client declarations (0.4); edits to settlement exhibits (0.3)	1.70
2021.08.12	Lufthansa Airlines	600	DLS	Reviewed TAC; assisted Molly with filing	0.40
2021.08.12	Lufthansa Airlines	600	MCS	Finalized and filed TAC.	1.80
2021.08.13	Lufthansa Airlines	600	YOK	Worked on preliminary approval motion and settlement agreement. Calls with defense counsel, AJO, M	11.20
2021.08.13	Lufthansa Airlines	600	AJO	Review Defendant's brief in support of preliminary approval	0.40
2021.08.13	Lufthansa Airlines	600	MSR	Review + edit PA brief + edits to YOK declaration	2.60
2021.08.14	Lufthansa Airlines	600	YOK	Messages with defense counsel and MSR re settlement issues and worked on preliminary approval mot	1.20
2021.08.15	Lufthansa Airlines	600	YOK	Messages MSR re settlement and worked on preliminary approval.	0.80
2021.08.16	Lufthansa Airlines	600	YOK	Finalized settlement agreement, finalized and file motion for preliminary approval and all associated doc	10.80
2021.08.16	Lufthansa Airlines	600	AJO	Finalize preliminary approval motion; confer with internal team re same	0.20
2021.08.16	Lufthansa Airlines	600	AJO	Review near final preliminary approval brief	0.70
2021.08.16	Lufthansa Airlines	600	MCS	Drafted tables, put together Krivoshey declaration. Finalized brief and declarations, updated all docs as	4.30
2021.08.17	Lufthansa Airlines	600	YOK	Messages with defense counsel re discovery issues and preliminary approval. Calls with Castanares cou	2.60
2021.08.18	Lufthansa Airlines	600	YOK	Edited Castanares ex parte opposition, and messaged Castanares counsel re same, and discussed san	1.20
2021.08.18	Lufthansa Airlines	600	MSR	Research re preliminary approval (2.2); review Castanares ex parte motion (0.6); draft ex parte respons	7.00
2021.08.20	Lufthansa Airlines	600	YOK	Review docs and prepped for Adamek deposition.	3.20
2021.08.23	Lufthansa Airlines	600	YOK	Prepped for and attended Adamek deposition, and discussed same with AJO and MSR.	7.30
2021.08.24	Lufthansa Airlines	600	YOK	Call with defense counsel re discovery and settlement issues. Strategized re next steps. Reviewed 30b	1.30
2021.08.25	Lufthansa Airlines	600	AJO	Research re prelim approval	1.10
2021.08.25	Lufthansa Airlines	600	MSR	Research re preliminary approval issues	2.70
2021.08.26	Lufthansa Airlines	600	YOK	Research re preliminary approval issues, and issues with Castanares counsel and positions.	4.50
2021.08.29	Lufthansa Airlines	600	YOK	Reviewed class member inquiry and messaged AJO/MSR re same.	0.20
2021.08.31	Lufthansa Airlines	600	YOK	Reviewed 30b6 notice and prepped for depo.	0.50
2021.09.08	Lufthansa Airlines	600	YOK	Messaged Castanares counsel re 30b6 deposition	0.10
2021.09.09	Lufthansa Airlines	600	YOK	Reviewed discovery communications with Castanares and Lufthansa counsel and emailed Lufthansa co	0.40
2021.10.25	Lufthansa Airlines	600	YOK	Call with defense counsel re status update and strategized re next steps.	0.40
2021.11.01	Lufthansa Airlines	600	YOK	Conferral re deposition scheduling	0.30
2021.11.04	Lufthansa Airlines	600	YOK	Reviewed 30b6 notice and conferred re depo date	0.40
2021.11.17	Lufthansa Airlines	600	MCS	Began drafting AJO PHV.	1.70
2021.11.18	Lufthansa Airlines	600	YOK	Reviewed correspondence re Castanares discovery issues and reviewed latest production.	1.00
2021.11.18	Lufthansa Airlines	600	MSR	Call w/ YOK & AJO re: next steps	0.20
2021.11.18	Lufthansa Airlines	600	MCS	Finished drafting AJO PHV, sent for review. Discussed cert of good standing issue.	0.90
2021.11.19	Lufthansa Airlines	600	AJO	Oversee, finalize, and file PHV motion	3.10
2021.11.19	Lufthansa Airlines	600	DLS	Assisted with preparing and filing PHV application	1.00
2021.11.19	Lufthansa Airlines	600	JGM	Request NY AJO Certificate of Good Standing	0.20
2021.11.19	Lufthansa Airlines	600	JGM	Call NJ Court re AJO Certificat of Good Standing	0.20
2021.11.19	Lufthansa Airlines	600	JGM	Finalize - PHV for AJO	0.90
2021.11.19	Lufthansa Airlines	600	MCS	Filed AJO PHV and declaration.	0.80
2021.11.22	Lufthansa Airlines	600	AJO	Attend deposition of Lufthansa 30(b)(6) designee Sandra Harrington	10.60
2021.11.23	Lufthansa Airlines	600	AJO	Confer with internal team regarding next steps; debrief MSR on dep	0.50
2021.11.23	Lufthansa Airlines	600	MSR	Call w/ AJO re: depo recap	0.30
2021.11.30	Lufthansa Airlines	600	AJO	Review correspondence from court reporter and respond re deposition transcript for Harrington	0.20
2021.12.01	Lufthansa Airlines	600	JGM	Confer w/DLS re AJO COS in C.D. Cal.	0.20
2021.12.01	Lufthansa Airlines	600	JGM	Email DLS & MCS COS for AJO to Update PHV App in C.D. Cal.	0.30
2021.12.02	Lufthansa Airlines	600	DLS	made edits to declaration with letter of good standing and filed	0.90
2021.12.02	Lufthansa Airlines	600	JGM	Finalize - AJO Updated Declaration ISO PHV App re Certificates of Good Standing	0.20
2021.12.12	Lufthansa Airlines	600	AJO	Review invoice re Castanares dep; forward to RSR	0.20
2021.12.22	Lufthansa Airlines	600	YOK	Messaged defense counsel for update on discovery	0.10
2022.01.04	Lufthansa Airlines	600	YOK	Call with defense counsel re discovery scheduling issues, and reviewed timeline re same.	0.50
2022.01.06	Lufthansa Airlines	600	YOK	Email with defense counsel re conferral call	0.10
2022.01.07	Lufthansa Airlines	600	YOK	Reviewed joint status report to 9th circuit mediator and messaged defense counsel re same. Call with de	0.50
2022.01.07	Lufthansa Airlines	600	MSR	Call w/ YOK & defense counsel re: status of discovery	0.20
2022.02.16	Lufthansa Airlines	600	YOK	Correspondence re briefing schedule for preliminary approval and timing of transcripts and depo.	0.50
2022.02.17	Lufthansa Airlines	600	YOK	Messages with Castanares counsel re preliminary approval briefing scheduling	0.20
2022.02.23	Lufthansa Airlines	600	YOK	Discussed deposition with MSR and reviewed materials re same.	0.80
2022.02.23	Lufthansa Airlines	600	MSR	Confer w/ YOK re: 30(b)(6) depo	0.20
2022.02.23	Lufthansa Airlines	600	MCS	Began drafting MSR PHV.	1.20
2022.02.24	Lufthansa Airlines	600	YOK	Call with Castanares counsel re scheduling issues, discussed mediation with MSR and prepped re same	1.20
2022.02.24	Lufthansa Airlines	600	MCS	Finished drafting MSR PHV. Finalized and filed.	2.40
2022.02.25	Lufthansa Airlines	600	YOK	Discussion with MSR re deposition and messages with defense counsel re same.	0.90
2022.02.25	Lufthansa Airlines	600	MSR	30(b)(6) deposition	6.30
2022.03.01	Lufthansa Airlines	600	MCS	Deal with PHV deficiency, updated PHV and refiled.	1.50
2022.03.07	Lufthansa Airlines	600	YOK	Email with castanares and defense counsel re preliminary approval briefing	0.10
2022.03.11	Lufthansa Airlines	600	YOK	Research re preliminary approval. Emailed AJO/MSR re new decision that may have impact.	1.30
2022.03.11	Lufthansa Airlines	600	YOK	Emails re end of Castanares discovery and preliminary approval briefing	0.30
2022.03.16	Lufthansa Airlines	600	YOK	Correspondence with Castanares counsel re preliminary approval briefing	0.30
2022.03.18	Lufthansa Airlines	600	YOK	Correspondence with Castanares counsel re preliminary approval briefing	0.30
2022.03.21	Lufthansa Airlines	600	YOK	Correspondence with Castanares counsel and defendant re preliminary approval briefing	0.30
2022.03.22	Lufthansa Airlines	600	YOK	Drafted and filed response to Castanares ex parte brief, and discussions with MSR/AJO re same. Rese	5.10

2022.03.22	Lufthansa Airlines	600	DLS	Made edits and filed response to exparte brief	0.60
2022.03.24	Lufthansa Airlines	600	YOK	Continued research re preliminary approval issues. Reviewed order on ex parte brief.	3.10
2022.04.05	Lufthansa Airlines	600	YOK	Reviewed Castanares prelim approval opp brief. Call with defense counsel re same. Call with AJO/MSR	2.60
2022.04.05	Lufthansa Airlines	600	AJO	Call with internal team re preliminary approval motion	0.50
2022.04.05	Lufthansa Airlines	600	MSR	Review preliminary approval opp (1.2); confer w/ YOK & AJO re: reply brief (0.8)	2.00
2022.04.06	Lufthansa Airlines	600	YOK	Research re reply ISO preliminary approval	3.60
2022.04.06	Lufthansa Airlines	600	MSR	Review Grunicke depo transcript + take notes	6.10
2022.04.07	Lufthansa Airlines	600	YOK	Worked on reply ISO preliminary approval	2.60
2022.04.07	Lufthansa Airlines	600	MSR	Grunicke depo transcript notes	1.30
2022.04.11	Lufthansa Airlines	600	YOK	Research re reply ISO preliminary approval	2.30
2022.04.12	Lufthansa Airlines	600	YOK	Continued working on reply ISO preliminary approval, discussions with MSR and AJO re same.	4.90
2022.04.12	Lufthansa Airlines	600	PLF	Research re class action claims rates (0.5)	0.50
2022.04.13	Lufthansa Airlines	600	YOK	Continued working on reply ISO preliminary approval	0.40
2022.04.18	Lufthansa Airlines	600	YOK	Continued working on preliminary approval reply and emails with MSR and AJO re same.	4.00
2022.04.18	Lufthansa Airlines	600	MSR	Research re: value of vouchers (1.2); research re: release of claims in related action (0.9)	2.10
2022.04.19	Lufthansa Airlines	600	YOK	Continued working on reply ISO prelim approval	2.20
2022.04.19	Lufthansa Airlines	600	AJO	Call with internal team regarding preliminary approval reply brief	0.60
2022.04.19	Lufthansa Airlines	600	MSR	Confer w/ YOK & AJO re: prelim approval reply brief	0.60
2022.04.20	Lufthansa Airlines	600	YOK	Continued working on reply	1.50
2022.04.21	Lufthansa Airlines	600	MSR	Draft prelim approval reply	2.20
2022.04.22	Lufthansa Airlines	600	MSR	Draft prelim approval reply	3.50
2022.04.25	Lufthansa Airlines	600	MSR	Draft prelim approval reply	1.40
2022.04.26	Lufthansa Airlines	600	YOK	Continued working on reply ISO preliminary approval	0.90
2022.04.26	Lufthansa Airlines	600	MSR	Draft prelim approval reply	2.90
2022.04.28	Lufthansa Airlines	600	YOK	Worked on reply ISO preliminary approval	7.40
2022.04.28	Lufthansa Airlines	600	MSR	Research re: prelim approval reply	0.30
2022.04.29	Lufthansa Airlines	600	YOK	Worked on preliminary approval reply brief, and call with defense counsel re same.	7.20
2022.05.02	Lufthansa Airlines	600	YOK	Worked on and finalized preliminary approval reply brief. Calls and messages with MSR, AJO, and Moll	7.90
2022.05.02	Lufthansa Airlines	600	MSR	Review Defendant's prelim approval reply (0.9); finalize prelim approval reply (4.8); prepare prelim appr	5.90
2022.05.02	Lufthansa Airlines	600	MCS	Cite formatting, ran tables on preliminary approval brief. Put together YOK declaration. Updated all as ne	2.70
2022.05.03	Lufthansa Airlines	600	YOK	Reviewed Lufthansa filed preliminary approval reply brief	1.00
2022.05.06	Lufthansa Airlines	600	YOK	Messages re preliminary approval hearing date. Reviewed preliminary approval docs to prep for hearing	1.50
2022.05.09	Lufthansa Airlines	600	YOK	Messages with Castanares and defense counsel re preliminary approval hearing date	0.10
2022.05.26	Lufthansa Airlines	600	MCS	Drafted AJO notice of withdrawal	0.80
2022.05.31	Lufthansa Airlines	600	YOK	Prepped for preliminary approval hearing.	7.20
2022.06.01	Lufthansa Airlines	600	YOK	Prepped for and attended preliminary approval hearing. Discussed same with MSR, LTF, defense couns	3.70
2022.06.01	Lufthansa Airlines	600	MSR	Review tentative order (0.5); prep w/ YOK for hearing (0.4); prelim approval hearing (0.8)	1.70
2022.06.02	Lufthansa Airlines	600	MSR	Call w/ plaintiff for case update	0.30
2022.06.14	Lufthansa Airlines	600	DLS	assisted with transcripts orders - court smart reporter	0.70
2022.06.14	Lufthansa Airlines	600	MCS	Filed transcript order.	0.50
2022.06.14	Lufthansa Airlines	600	JMF	Assited with filing transcript order.	0.30
2022.06.14	Lufthansa Airlines	600	JMF	Prepared transcript order for related case.	1.50
2022.06.14	Lufthansa Airlines	600	AJR	Learned how to fill out transcript order from JMF, drafted, and finalized it for filing	1.00
2022.06.15	Lufthansa Airlines	600	JMF	Paid for transcript request.	0.20
2022.06.27	Lufthansa Airlines	600	JMF	Emailed atty re status of transcript request.	0.40
2022.06.28	Lufthansa Airlines	600	YOK	Drafted status report to ninth circuit mediator, and reviewed case management order. Discussed same w	1.00
2022.07.01	Lufthansa Airlines	600	MSR	Call Guerdad re case update	0.20
2022.07.08	Lufthansa Airlines	600	YOK	Discussed filing remote appearance for preliminary approval hearing and prepped for preliminary approv	2.70
2022.07.11	Lufthansa Airlines	600	MSR	Draft YOK remote appearance motion	0.20
2022.07.11	Lufthansa Airlines	600	DLS	Made edits; finalized and filed request for remote appearance	1.50
2022.07.13	Lufthansa Airlines	600	YOK	Messaged defense counsel re meet and confer call in advance of CMC. Prepped for hearing.	1.00
2022.07.14	Lufthansa Airlines	600	YOK	Conferred with defense counsel and MSR re stipulation to continue hearing in light of COVID-19 diagnos	1.00
2022.07.14	Lufthansa Airlines	600	MSR	Draft stip continuing PA hearing/holding PA hearing remotely	0.20
2022.07.14	Lufthansa Airlines	600	DLS	Made edits and finalized stipulation and proposed order; emailed to Judge	0.90
2022.07.29	Lufthansa Airlines	600	YOK	Prepped for preliminary approval hearing	2.90
2022.07.29	Lufthansa Airlines	600	DLS	Spoke to Judy re transcript request and email to court reporter; response to court reporter	0.30
2022.07.29	Lufthansa Airlines	600	DLS	Paid court reporter for 6/1 hearing transcript	0.10
2022.07.29	Lufthansa Airlines	600	JMF	Emailed court reporter re transcript and discussed same with DLS and MSR.	1.50
2022.07.31	Lufthansa Airlines	600	YOK	Traveled from Louisville to LA for preliminary approval hearing, and prepped for hearing.	7.60
2022.08.01	Lufthansa Airlines	600	YOK	Prepped for and attended preliminary approval hearing. Calls with defense counsel and MSR prior to the	7.30
2022.08.01	Lufthansa Airlines	600	MSR	Call w/ YOK re: prelim approval hearing prep (0.2); call w/ YOK re: prelim approval hearing recap (0.6)	0.80
2022.08.01	Lufthansa Airlines	600	VXZ	reviewed materials in preparation for attending MSR prelim hearing	0.40
2022.08.01	Lufthansa Airlines	600	JMF	Resolved transcript issue and emailed to attys.	0.20
2022.08.01	Lufthansa Airlines	600	TEC	Proofread letter for MSR	0.50
2022.08.02	Lufthansa Airlines	600	YOK	Traveled back from LA after preliminary hearing back home to Louisville.	8.40
2022.08.03	Lufthansa Airlines	600	YOK	Messaged Debbie Schroeder re transcript order	0.10
2022.08.03	Lufthansa Airlines	600	MCS	Filed transcript order.	0.60
2022.08.03	Lufthansa Airlines	600	JMF	Prepared transcript order and assisted with filing.	0.50
2022.08.04	Lufthansa Airlines	600	DLS	Paid court reporter for transcript	0.20
2022.08.18	Lufthansa Airlines	600	JMF	Followed-up with hearing transcript.	0.10
2022.09.30	Lufthansa Airlines	600	YOK	Reviewed preliminary approval order, discussed same with MSR, and had call with defense counsel re s	1.20
2022.09.30	Lufthansa Airlines	600	MSR	Call w/ YOK re: prelim approval order	0.30
2022.10.01	Lufthansa Airlines	600	YOK	Messaged Bill Wickersham re preliminary approval ruling and strategized re next steps.	0.50
2022.10.02	Lufthansa Airlines	600	YOK	Messages with Castanares counsel and defense counsel re scheduling calls	0.20
2022.10.03	Lufthansa Airlines	600	YOK	Analyzed preliminary approval order, call with Castanares counsel re leadership and settlement, call wit	4.10
2022.10.03	Lufthansa Airlines	600	MSR	Call w/ defense counsel (0.4); call w/ YOK re: next steps (0.2)	0.60
2022.10.07	Lufthansa Airlines	600	YOK	Worked on motion for reconsideration	2.90
2022.10.07	Lufthansa Airlines	600	MSR	Motion for reconsideration outline (3.3); call w/ YOK re: motion for reconsideration (1.0); draft motion for	8.60
2022.10.09	Lufthansa Airlines	600	MSR	Draft motion for reconsideration	2.10
2022.10.10	Lufthansa Airlines	600	MSR	Draft motion for reconsideration	5.40
2022.10.11	Lufthansa Airlines	600	YOK	Worked on motion to lift stay and motion for reconsideration. Messaged defense counsel re stay motion.	7.80
2022.10.12	Lufthansa Airlines	600	YOK	Finalized and filed motion to lift stay. Continued working on motion for reconsideration. Call with Castan	8.00
2022.10.12	Lufthansa Airlines	600	DLS	Made edits to motion to lift stay and filed	1.00
2022.10.13	Lufthansa Airlines	600	YOK	Continued working on motion for reconsideration. Conferred re hearing date/stipulation.	8.40
2022.10.14	Lufthansa Airlines	600	YOK	Drafted stipulation re hearing dates and briefing schedule, and filed same. Finalized and filed motion for	9.60
2022.10.14	Lufthansa Airlines	600	DLS	Fixed formatting; Added TOA and TOC; finalized and filed motion for reconsideration and stip	3.00
2022.10.17	Lufthansa Airlines	600	YOK	Discussed sealing issue with defense counsel and reviewed docs re same.	0.50
2022.10.18	Lufthansa Airlines	600	YOK	Worked on sealing motion and associated docs, redacted the relevant portions of the motion for reconsi	1.30

2022.10.18	Lufthansa Airlines	600	YOK	Reviewed Castanares 23(g) motion and strategized re opposition.	2.40
2022.10.18	Lufthansa Airlines	600	DLS	Called ECF desk to remove confidential document; prepared application to seal; declaration and propos	4.00
2022.10.18	Lufthansa Airlines	600	JMF	Formatted memorandum for app to file under seal and discussed same with DLS.	1.50
2022.10.24	Lufthansa Airlines	600	MSR	Confer w/ YOK re: next steps	0.20
2022.10.31	Lufthansa Airlines	600	YOK	Reviewed 23(g) motion and participated in meet and confer with Castanares counsel re 23(g) motion.	0.50
2022.11.02	Lufthansa Airlines	600	MSR	Call w/ YOK re: upcoming briefing	0.50
2022.11.07	Lufthansa Airlines	600	YOK	Booked travel for hearing and prepped for same.	1.00
2022.11.10	Lufthansa Airlines	600	YOK	Reviewed opposition to motion for reconsideration and started working on reply	4.00
2022.11.11	Lufthansa Airlines	600	YOK	Worked on reply ISO motion for reconsideration	1.20
2022.11.14	Lufthansa Airlines	600	YOK	Worked on reply ISO motion for reconsideration	2.20
2022.11.15	Lufthansa Airlines	600	YOK	Continued working on reply ISO motion for reconsideration.	4.30
2022.11.16	Lufthansa Airlines	600	YOK	Worked on reply ISO motion for reconsideration	5.50
2022.11.17	Lufthansa Airlines	600	YOK	Continued working on reply ISO motion for reconsideration.	8.40
2022.11.18	Lufthansa Airlines	600	YOK	Continued working on reply ISO motion for reconsideration.	6.40
2022.11.21	Lufthansa Airlines	600	YOK	Finalized and filed reply ISO motion for reconsideration. Messages with legal team and MSR same.	8.00
2022.11.21	Lufthansa Airlines	600	MSR	Review + edit motion for reconsideration	2.50
2022.11.21	Lufthansa Airlines	600	MCS	Updated formatting, finalized motion for reconsideration. Updated as needed. Filed.	2.10
2022.11.29	Lufthansa Airlines	600	DLS	Worked with Yeremey and Emily on hearing books	0.30
2022.11.29	Lufthansa Airlines	600	EMK	Created Book for YOK hearing prep	3.50
2022.11.30	Lufthansa Airlines	600	EMK	Finished Book for YOK hearing prep, Created Shipping label, and sent off	1.40
2023.01.09	Lufthansa Airlines	600	YOK	Reviewed order granting motion for reconsideration. Discussions re same with defense counsel, LTF, ar	2.80
2023.01.09	Lufthansa Airlines	600	MSR	Review mtn for reconsideration order (0.4); call w/ YOK re: next steps (0.2)	0.60
2023.01.09	Lufthansa Airlines	600	DLS	Looked at LR re filing sealed docs	0.40
2023.01.10	Lufthansa Airlines	600	YOK	Message with notice admin re preliminary approval and notice issues.	0.30
2023.01.11	Lufthansa Airlines	600	MSR	Calendar prelim approval deadlines	0.20
2023.01.11	Lufthansa Airlines	600	DLS	Prepared, filed and served sealed documents	1.20
2023.01.17	Lufthansa Airlines	600	MSR	Draft revised prelim approval order	0.30
2023.01.20	Lufthansa Airlines	600	YOK	Call with defense counsel re notice issues	0.30
2023.01.21	Lufthansa Airlines	600	YOK	Conferred with defense counsel and MSR re notice issues and preliminary approval	0.60
2023.01.25	Lufthansa Airlines	600	YOK	Reviewed letter re preliminary approval and messaged defense counsel re same.	0.30
2023.01.26	Lufthansa Airlines	600	YOK	Messaged defense counsel re need for ex parte motion.	0.20
2023.01.27	Lufthansa Airlines	600	YOK	Worked on ex parte motion and discussed same with defense counsel, MSR, and Debbie Schroeder.	2.90
2023.01.27	Lufthansa Airlines	600	MSR	Finalize ex parte application (0.9); call w/ DCS re: filing procedures for ex parte mtn (0.4); draft YOK dec	1.70
2023.01.27	Lufthansa Airlines	600	DLS	Discussed filing of ex parte application with Max and Yeremey; finalized and filed ; emailed proposed or	2.30
2023.02.07	Lufthansa Airlines	600	MSR	Response to OSC re: sealing	0.20
2023.02.07	Lufthansa Airlines	600	DLS	Finalized and filed OSC response	0.50
2023.02.27	Lufthansa Airlines	600	YOK	Reviewed updated notice docs and messages with admin re same.	0.50
2023.03.07	Lufthansa Airlines	600	YOK	Reviewed drafts of digital notice and messages with defense counsel and notice admin re same.	1.10
2023.03.09	Lufthansa Airlines	600	YOK	Reviewed updated ad copy re publication notice and messaged defense counsel and admin re same.	0.60
2023.03.10	Lufthansa Airlines	600	YOK	Messages with defense counsel and admin re digital notice	0.50
2023.03.13	Lufthansa Airlines	600	YOK	Reviewed updated digital notice docs and messaged defense counsel and notice admin re same.	0.80
2023.03.14	Lufthansa Airlines	600	YOK	Correspondence with class members re settlement	0.40
2023.03.15	Lufthansa Airlines	600	YOK	Conferred with defense counsel re class member inquiries	0.50
2023.03.17	Lufthansa Airlines	600	MSR	Call w/ class member	0.10
2023.03.24	Lufthansa Airlines	600	YOK	Messages with claims admin re claims update.	0.30
2023.03.31	Lufthansa Airlines	600	YOK	Call with defense counsel re notice/settlement issues.	0.10
2023.04.03	Lufthansa Airlines	600	YOK	Reviewed correspondence with admin re notice issues.	0.20
2023.04.05	Lufthansa Airlines	600	YOK	Reviewed Castanares opt-out and notice emails. Emails with defense counsel re same. Discussed sam	1.80
2023.04.05	Lufthansa Airlines	600	YOK	Reviewed and approved budget for reminder notice by admin.	0.20
2023.04.06	Lufthansa Airlines	600	YOK	Correspondence with defense counsel and notice admin re notice issues. Call with defense counsel re s	1.40
2023.04.10	Lufthansa Airlines	600	YOK	Edited draft reminder notice and messaged defense counsel and admin re same.	1.30
2023.04.11	Lufthansa Airlines	600	YOK	Correspondence with class member re claim form, and messaged admin re same.	0.50
2023.04.12	Lufthansa Airlines	600	YOK	Messaged defense counsel and admin re reminder notice update	0.20
2023.04.13	Lufthansa Airlines	600	YOK	Messaged admin re reminder notice.	0.10
2023.04.14	Lufthansa Airlines	600	YOK	Reviewed updated claims report. Call and message with defense counsel re settlement negotiation. Dis	2.50
2023.04.18	Lufthansa Airlines	600	YOK	Reviewed Lufthansa's draft ex parte motion and provided comments and edits. Continued research re a	3.80
2023.04.19	Lufthansa Airlines	600	YOK	Reviewed Castanares opposition to ex parte. Drafted and filed response re ex parte. Reviewed Lufthans	5.50
2023.04.20	Lufthansa Airlines	600	YOK	Correspondence with class member re claim form	0.10
2023.04.21	Lufthansa Airlines	600	YOK	Reviewed order granting ex parte and issuing amended preliminary approval order. Discussed same wit	0.60
2023.04.25	Lufthansa Airlines	600	YOK	Messaged staff re class member inquiry.	0.10
2023.04.28	Lufthansa Airlines	600	YOK	Correspondence re notice issues with admin and defense counsel.	0.50
2023.05.01	Lufthansa Airlines	600	YOK	Class member correspondence	0.20
2023.05.02	Lufthansa Airlines	600	JMF	Answered class member questions and fwded inquiry to atty.	0.30
2023.05.09	Lufthansa Airlines	600	YOK	Research re final approval	1.60
2023.05.19	Lufthansa Airlines	600	YOK	Class member correspondence	0.10
2023.05.22	Lufthansa Airlines	600	YOK	Worked on final approval briefing. Messaged admin re required declaration. Correspondence with class	5.40
2023.05.23	Lufthansa Airlines	600	YOK	Call with defense counsel re notice issue. Continued working on final approval and messaged MSR re s;	6.90
2023.05.24	Lufthansa Airlines	600	YOK	Continued working on final approval.	3.50
2023.05.25	Lufthansa Airlines	600	YOK	Reviewed ex parte motion and emailed defense counsel re same. Continued working on final approval n	3.50
2023.05.26	Lufthansa Airlines	600	YOK	Continued working on final approval motion.	8.30
2023.05.30	Lufthansa Airlines	600	YOK	Continued working on final approval motion.	7.80
2023.05.30	Lufthansa Airlines	600	MSR	Draft mtn for attorneys' fees	6.80
2023.05.31	Lufthansa Airlines	600	YOK	Continued working on final approval. Call with MSR re same. Call with defense counsel re same.	8.20
2023.05.31	Lufthansa Airlines	600	MSR	Confer w/ YOK re: fee brief (0.2); edits to fee brief (2.1); draft YOK declaration (5.8)	8.10
2023.05.31	Lufthansa Airlines	600	JGM	Assist with Final Approval Brief	0.80
2023.06.01	Lufthansa Airlines	600	YOK	Continued working on final approval, and discussions with MSR re same.	8.70
2023.06.01	Lufthansa Airlines	600	JGM	Assist with Final Approval Brief	0.50
2023.06.01	Lufthansa Airlines	600	JGM	Assist with Final Approval Brief	0.50
2023.06.01	Lufthansa Airlines	600	JGM	Assist with Final Approval Brief	0.50
2023.06.02	Lufthansa Airlines	600	YOK	Continued working on final approval motion and fee motion. Discussed same with MSR.	8.60
2023.06.02	Lufthansa Airlines	600	MSR	Review + edit mtn for attorneys' fees (4.1); review + edit mtn for final approval (3.7)	7.80
2023.06.04	Lufthansa Airlines	600	YOK	Worked on final approval docs and sent drafts to defense counsel	3.10
2023.06.05	Lufthansa Airlines	600	RSR	Prepared tables for FA & Fee briefs (1)	1.00
2023.06.05	Lufthansa Airlines	600	YOK	Worked on final approval and fee motions, Krivoshey declaration, proposed orders.	9.00
2023.06.05	Lufthansa Airlines	600	MSR	Finalize mtn for attorneys' fees and mtn for final approval	8.70
2023.06.05	Lufthansa Airlines	600	JGM	Assist with Final Approval Brief	0.80

DATE	OF	MATTER	MATTER NO.	AMOUNT	DESCRIPTION	CODE	PAYMENT	COMMENT	STATEMENT
2020.05.12	CA	Lufthansa Airlines	600	\$ 400.00	Courts USDC CA	C&F	LTF 5680		
2020.05.20	NY	Lufthansa Airlines	600	\$ 162.39	First Legal - Complaint Service	C&F	Chk 5671		
2021.06.14	NY	Lufthansa Airlines	600	\$ 10,500.00	JAMS, Inc.	LP	x091		
2021.09.22	NY	Lufthansa Airlines	600	\$ 1,024.30	Veritext - Adamek Transcript	C&F	Chk 5951		
2021.11.19	FL	Lufthansa Airlines	600	\$ 20.00	Secretary, New Jersey Board of Bar Examiners	C&F	Chk 1088	AJO CGS for PHV	
2021.11.19	FL	Lufthansa Airlines	600	\$ 20.00	Secretary, New Jersey Board of Bar Examiners	C&F	Chk 1088	AJO CGS for PHV	
2021.11.19	CA	Lufthansa Airlines	600	\$ 500.00	Courts USDC CA C	C&F	LTF 5680	AJO PHV Fee	
2021.12.20	NY	Lufthansa Airlines	600	\$ 1,743.15	Veritext - Harrington Transcript	C&F	Chk 6066		
2022.02.24	CA	Lufthansa Airlines	600	\$ 500.00	Court/USDC-CA-C	Filing Fee	MCS 0792	MSR PHV Fee	
2022.03.02	NY	Lufthansa Airlines	600	\$ (1,762.50)	JAMS, Inc.	Mediation Fees	x091		
2022.03.17	NY	Lufthansa Airlines	600	\$ 1,000.95	Veritext, LLC	Transcript fees	Chk 7040	Grunicke Transcript	
2022.03.22	NY	Lufthansa Airlines	600	\$ 475.00	Veritext, LLC	Transcript fees	Chk 6178	Grunicke Video	
2022.04.08	CA	Lufthansa Airlines	600	\$ 58.46	DD Caviar Cactustaque	Meals and Entertainment	YOK 1922		
2022.05.01	CA	Lufthansa Airlines	600	\$ 477.96	Southwest Airlines	Travel Expense	YOK 1922		
2022.05.03	CA	Lufthansa Airlines	600	\$ 65.86	DD Caviar	Meals and Entertainment	YOK 1922		
2022.06.15	CA	Lufthansa Airlines	600	\$ 50.00	Exceptional Reporting	Transcript fees	JMF 4637		2022.06 CC Statement
2022.07.11	CA	Lufthansa Airlines	600	\$ 718.99	Southwest Airlines	Travel Expense	YOK 1922		2022.07 CC Statement
2022.07.11	CA	Lufthansa Airlines	600	\$ 513.59	Spirit	Travel Expense	YOK 1922		2022.07 CC Statement
2022.07.15	CA	Lufthansa Airlines	600	\$ (718.99)	Southwest Airlines	Travel Expense	YOK 1922		2022.07 CC Statement
2022.07.16	CA	Lufthansa Airlines	600	\$ 718.99	Southwest Airlines	Travel Expense	YOK 1922		2022.07 CC Statement
2022.07.16	CA	Lufthansa Airlines	600	\$ 380.59	Spirit	Travel Expense	YOK 1922		2022.07 CC Statement
2022.07.31	CA	Lufthansa Airlines	600	\$ 16.82	Chilis Too	Meals and Entertainment	YOK 1922		2022.08 CC Statement
2022.08.01	CA	Lufthansa Airlines	600	\$ 117.94	Bavel	Meals and Entertainment	YOK 1922		2022.08 CC Statement
2022.08.01	CA	Lufthansa Airlines	600	\$ 24.26	Las Galas	Meals and Entertainment	YOK 1922		2022.08 CC Statement
2022.08.01	CA	Lufthansa Airlines	600	\$ 20.00	Spirit	Travel Expense	YOK 1922		2022.08 CC Statement
2022.08.02	CA	Lufthansa Airlines	600	\$ 599.65	Doubletree	Travel Expense	YOK 1922		2022.08 CC Statement
2022.08.02	CA	Lufthansa Airlines	600	\$ 82.86	Lyft	Travel Expense	YOK 1922		2022.08 CC Statement
2022.08.02	CA	Lufthansa Airlines	600	\$ 148.33	Lyft	Travel Expense	YOK 1922		2022.08 CC Statement
2022.08.02	CA	Lufthansa Airlines	600	\$ 16.90	Lyft	Travel Expense	YOK 1922		2022.08 CC Statement
2022.08.02	CA	Lufthansa Airlines	600	\$ 18.20	MDW Home Run Inn	Travel Expense	YOK 1922		2022.08 CC Statement
2022.08.03	CA	Lufthansa Airlines	600	\$ 7.68	Einstein Bros. Bagel	Meals and Entertainment	YOK 1922		2022.08 CC Statement
2022.08.03	CA	Lufthansa Airlines	600	\$ 23.08	Lyft	Travel Expense	YOK 1922		2022.08 CC Statement
2022.11.07	CA	Lufthansa Airlines	600	\$ 482.59	Spirit Airlines	Travel Expense	YOK 1922		2022.11
2022.11.08	CA	Lufthansa Airlines	600	\$ 11.99	Thales/Spirit Inflyt	Travel Expense	YOK 1922		2022.11
2022.11.08	CA	Lufthansa Airlines	600	\$ 22.75	Allianz Travel	Travel Expense	YOK 1922		2022.11
2023.02.06	FL	Lufthansa Airlines	600	\$ 59.60	PACER	Document Requests	JGM 9407	Pacer Q4 2022	2023.02



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2022.07.16	CA	Lufthansa Airlines	600	\$ 718.99	Southwest Airlines	Travel Expense	YOK 1922	
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2022.11.08	CA	Lufthansa Airlines	600	\$ 22.75	Allianz Travel	Travel Expense	YOK 1922	
2023.02.06	FL	Lufthansa Airlines	600	\$ 59.60	PACER	Document Requests	JGM 9407	





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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.*

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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





# Enterprise Legal Management Trends Report

## INSIGHT INTO **7** KEY METRICS

JUNE 2022



## Enterprise Legal Management Trends Report

INSIGHTS ARE BASED ON DATA DERIVED FROM

OVER  
\$49 Billion  
IN LEGAL SPENDING

MORE THAN  
350,000  
TIMEKEEPERS

MORE THAN  
1.2 Million  
MATTERS





# Executive Highlights

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

## 2021 RECORD SETTING YEAR FOR MERGERS & ACQUISITIONS

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

## HOURLY RATE INCREASES SHOW NO SIGNS OF SLOWING

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

## USE OF ALTERNATIVE FEE ARRANGEMENT CONTINUES TO INCREASE

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

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

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

# Introduction

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

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

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

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# Update on seven key metrics

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

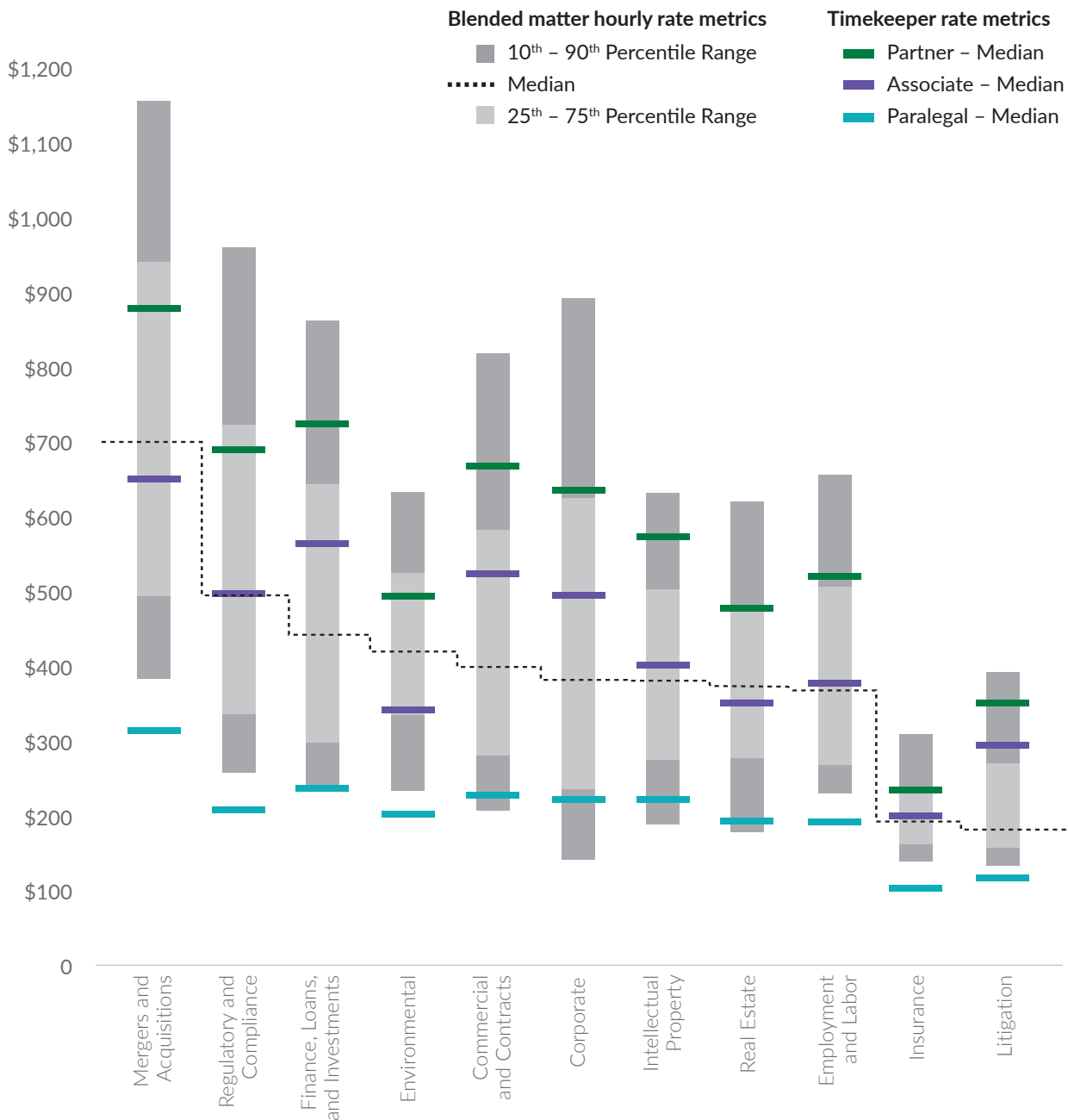
1A

KEY METRIC

## Blended Hourly Rate for Matters by Practice Area

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

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



## Volatility Rate

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

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

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

1B

KEY METRIC

# Blended Hourly Rate for Matters – by Subcategory

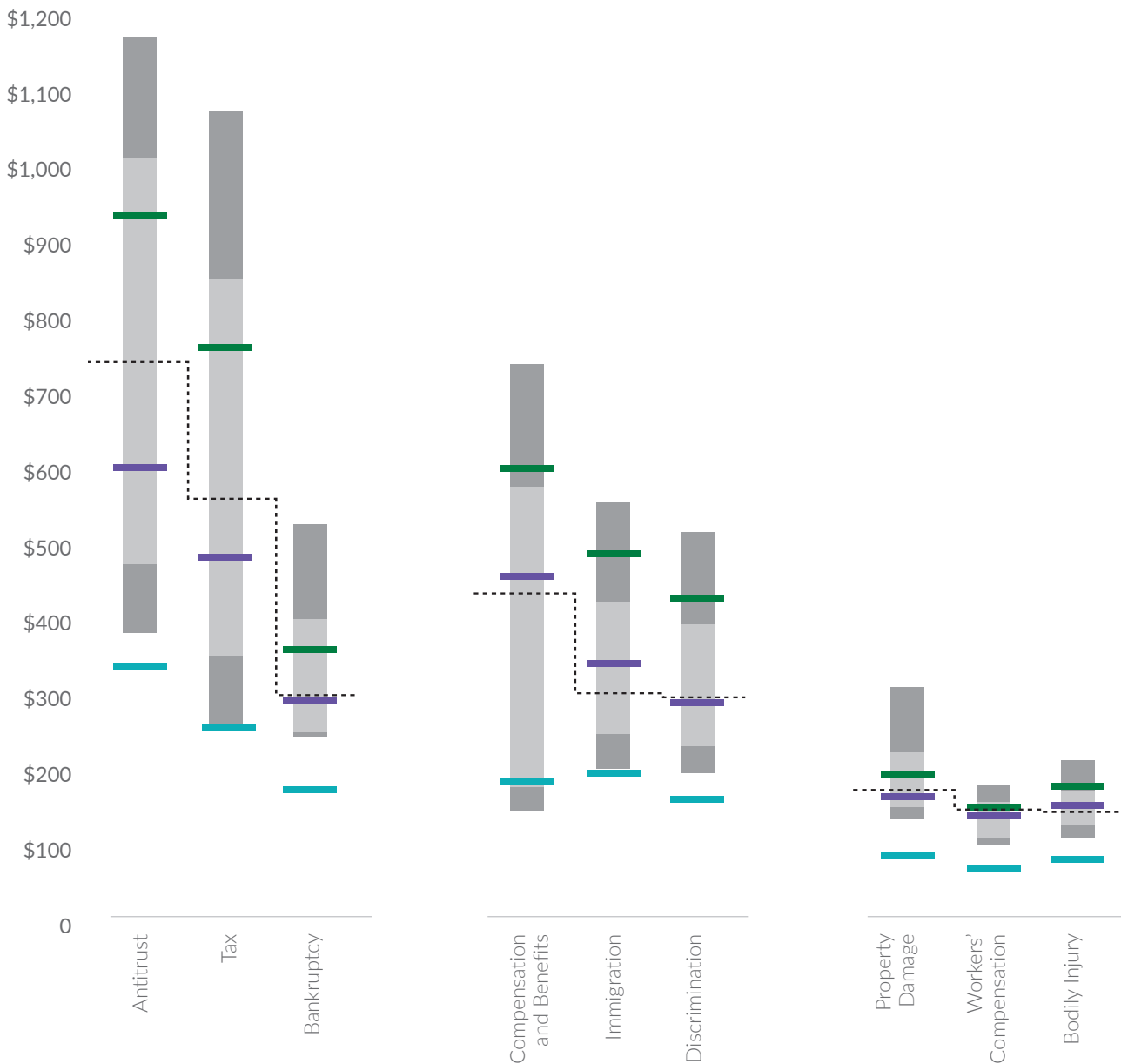
**BLENDED HOURLY RATES AND RATE VOLATILITY DIFFER BY SUBCATEGORY OF WORK**

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

## CORPORATE

## EMPLOYMENT AND LABOR

## INSURANCE



Volatility Rate

6

8

3

10

4

4

3

3

2

**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

**1B**  
KEY METRIC

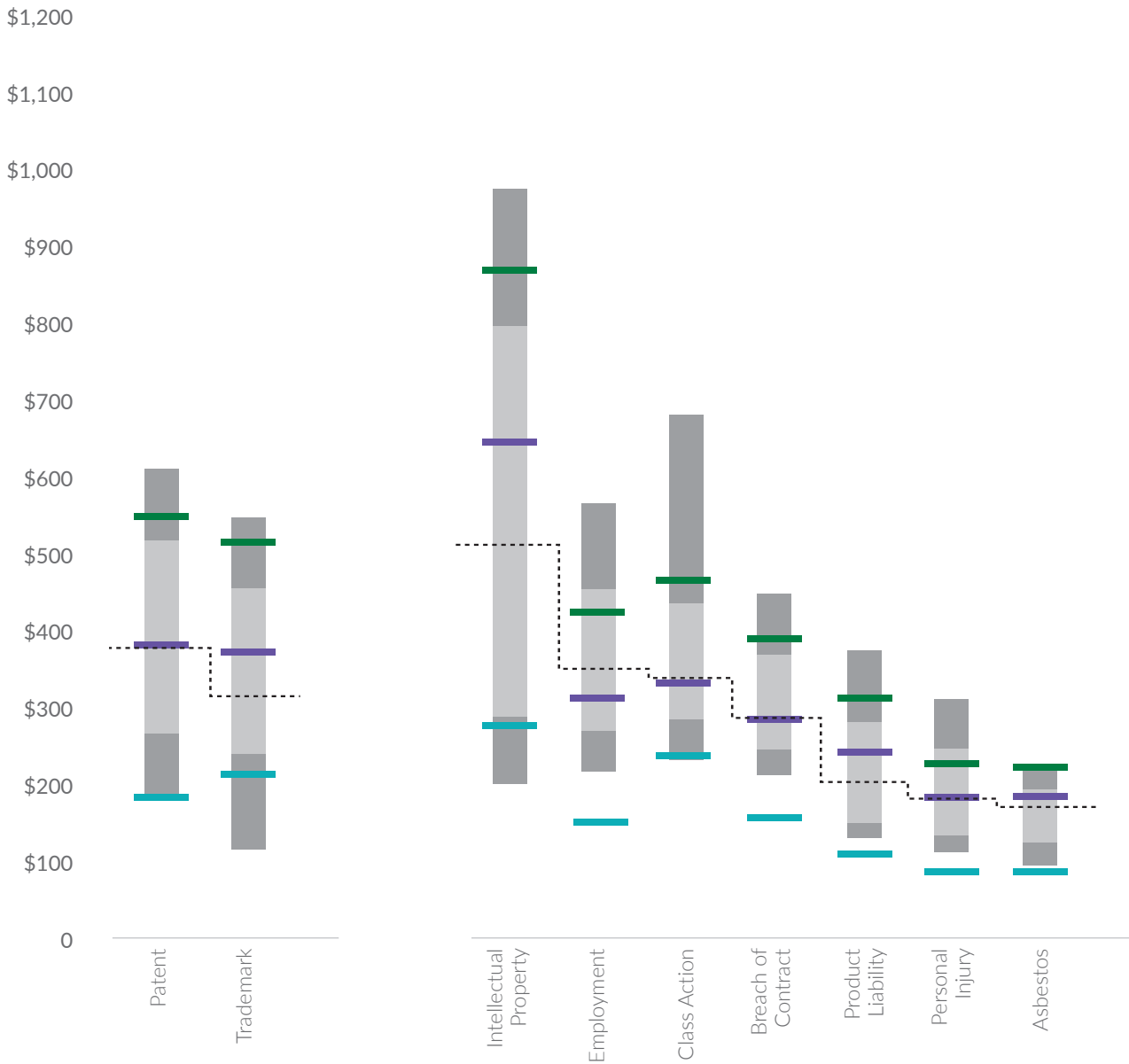
# Blended Hourly Rate for Matters – by Subcategory

**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.





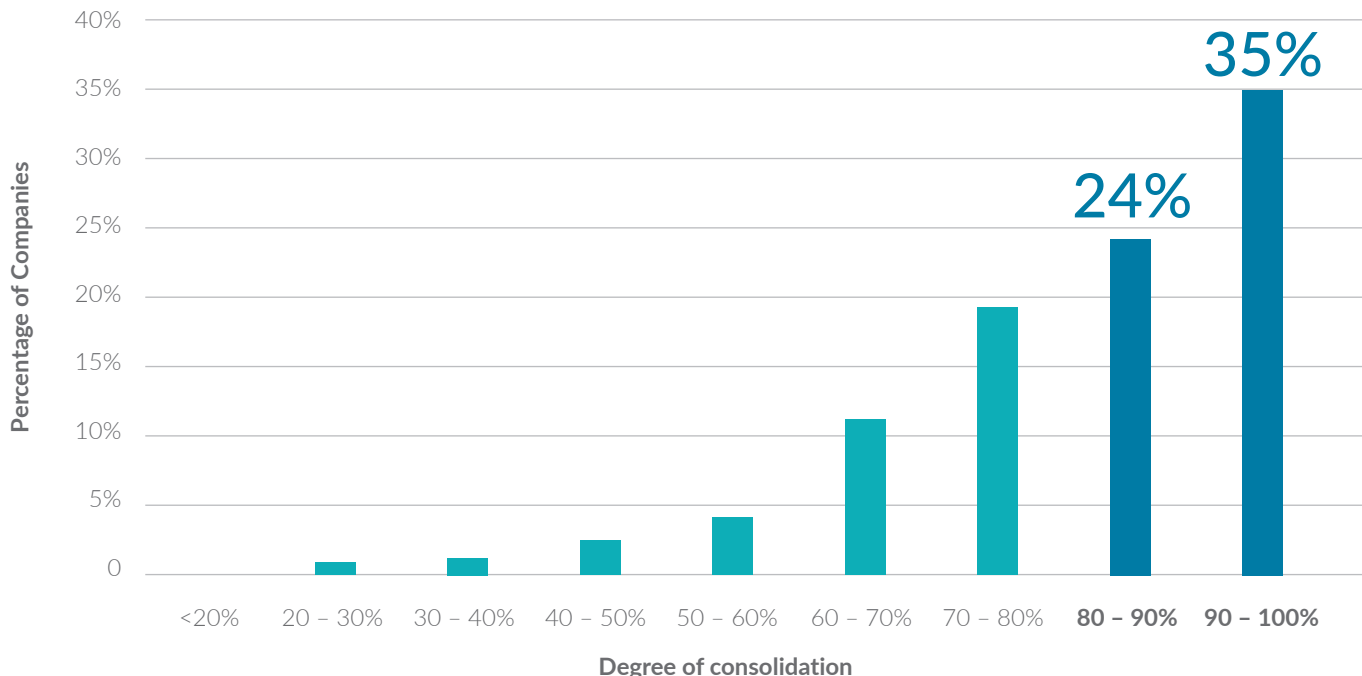
# 2

## 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

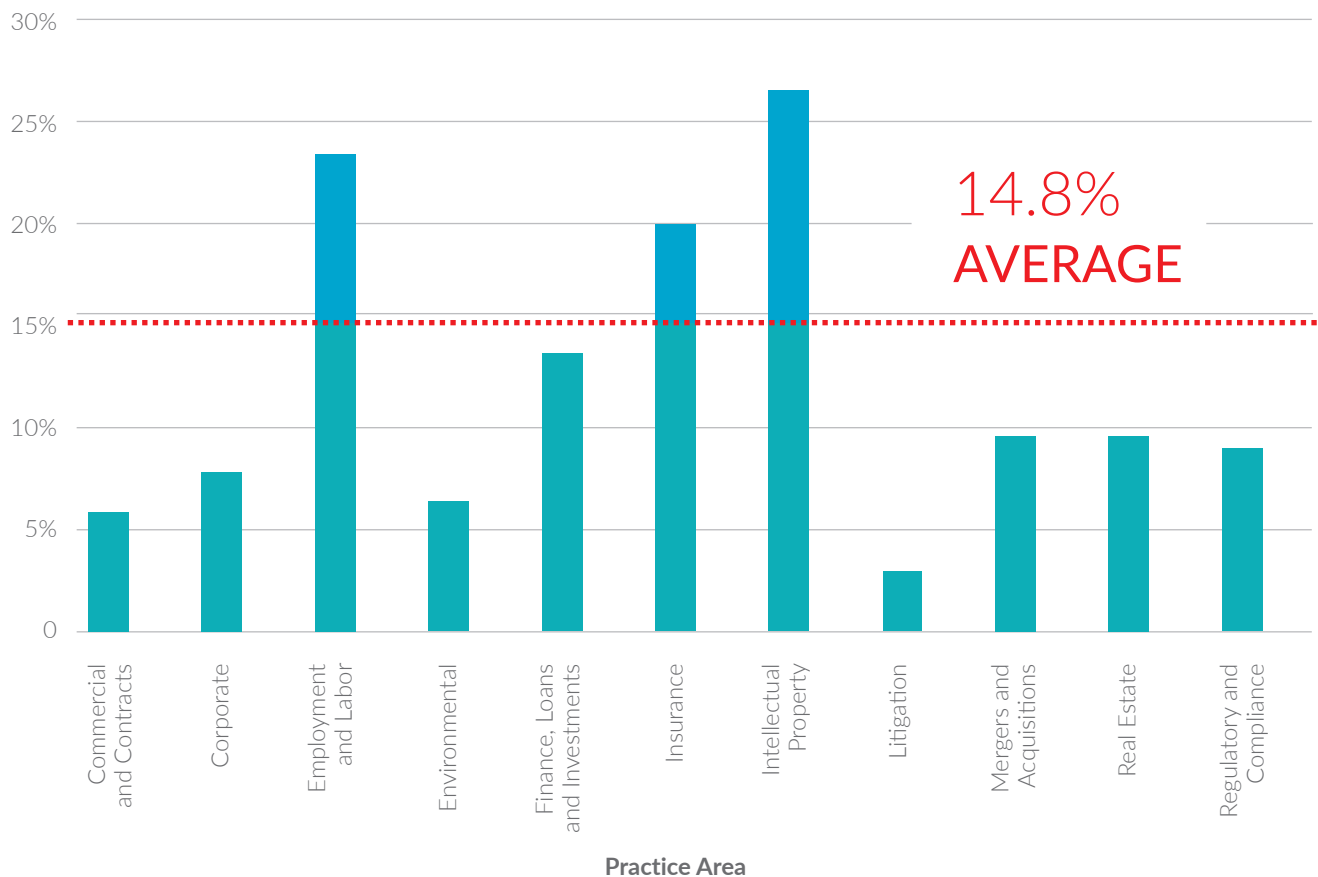
KEY METRIC

## 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

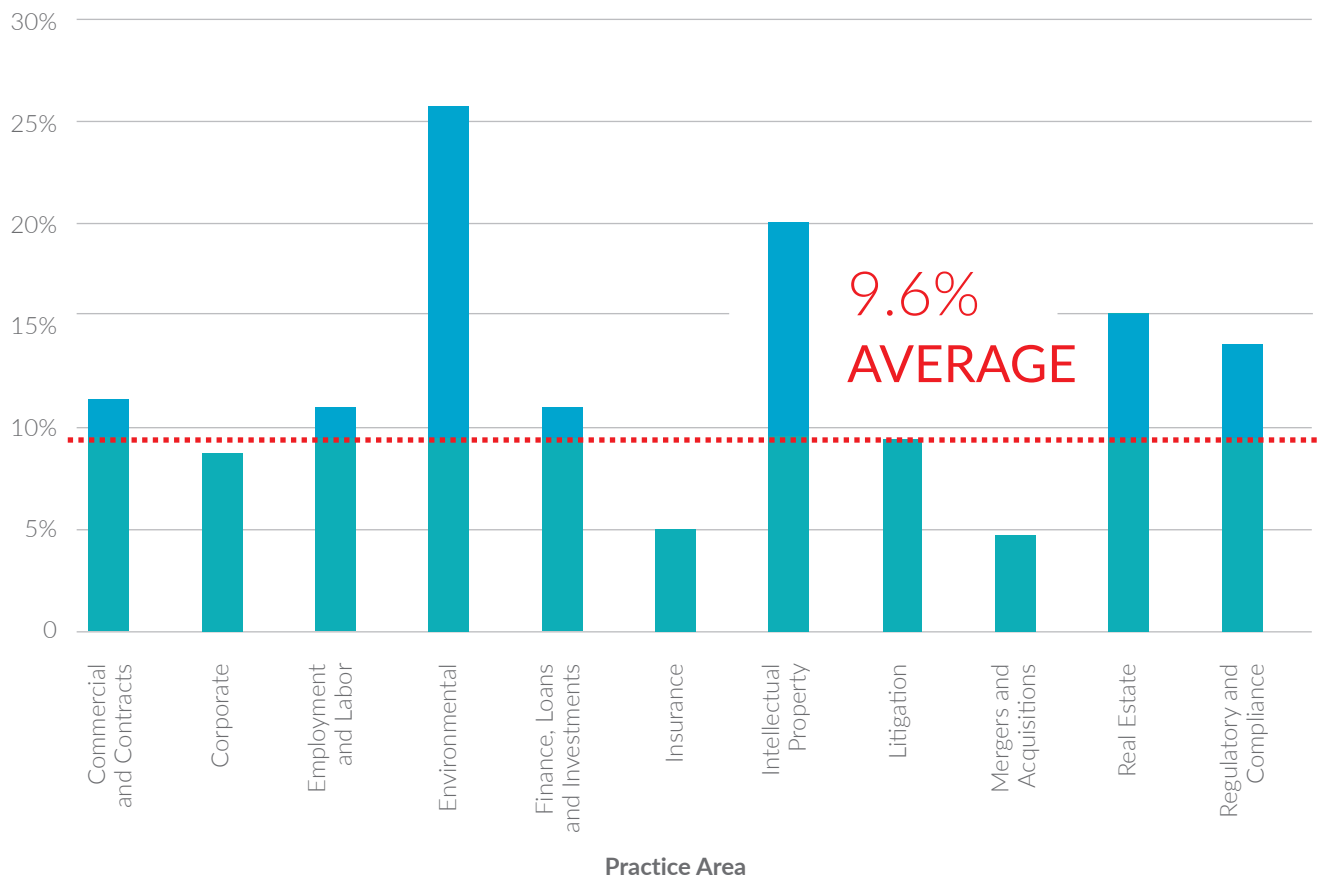
KEY METRIC

## 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

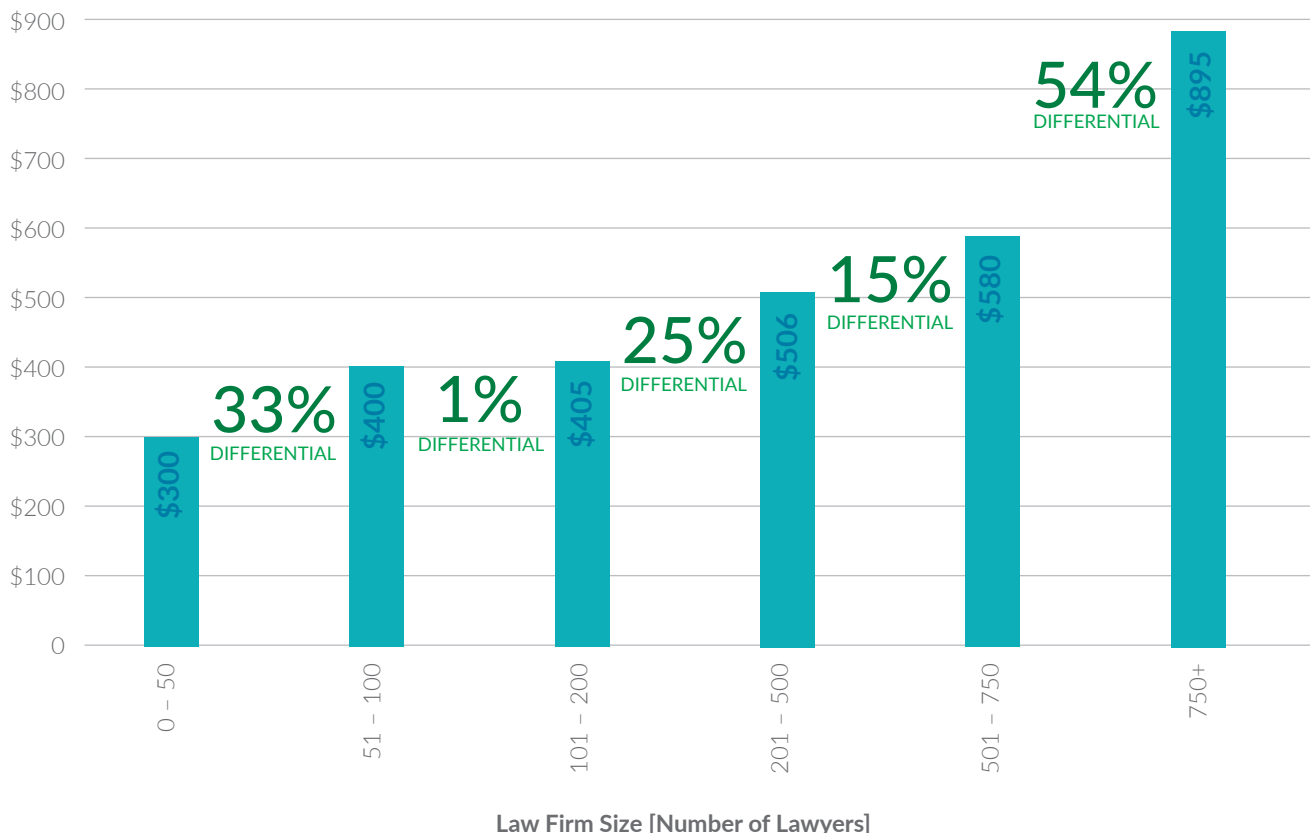
## KEY METRIC

### 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

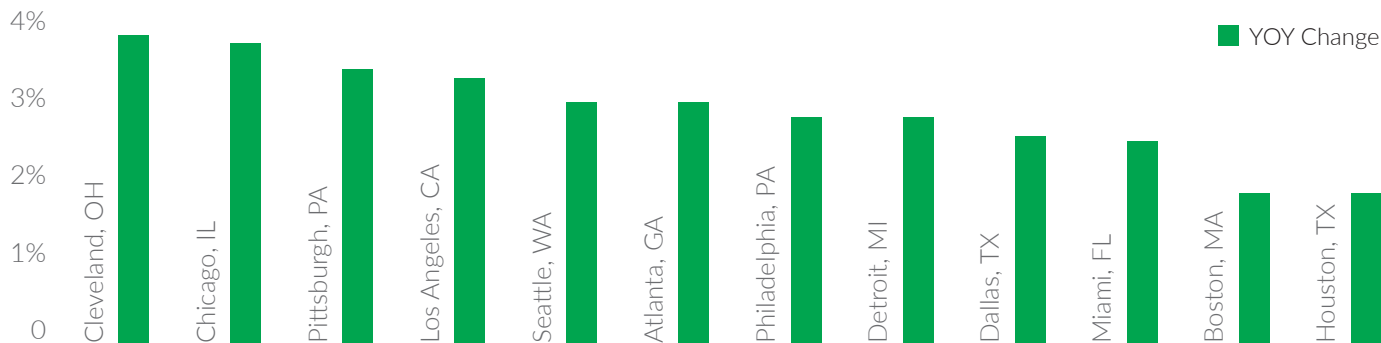
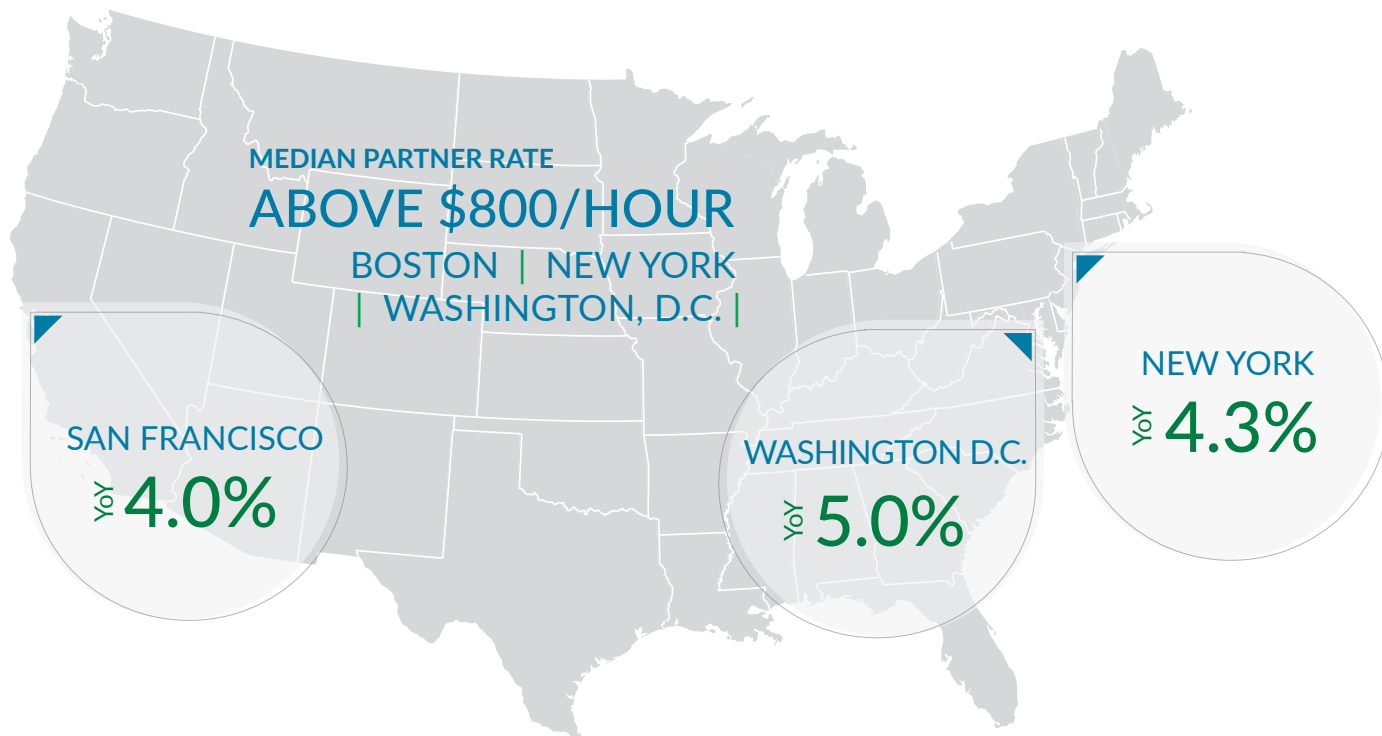
KEY METRIC

## 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.

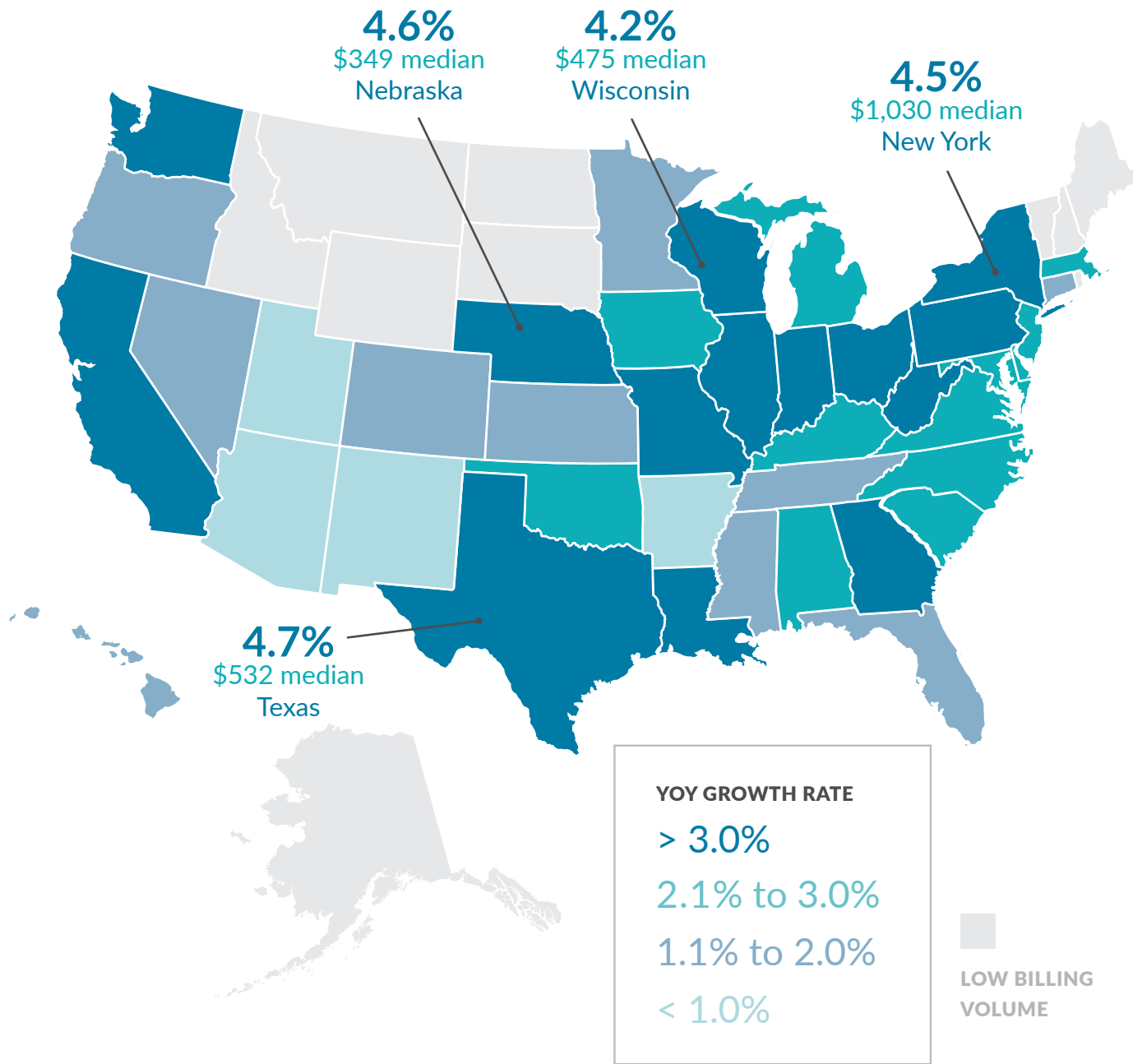
# 5B

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

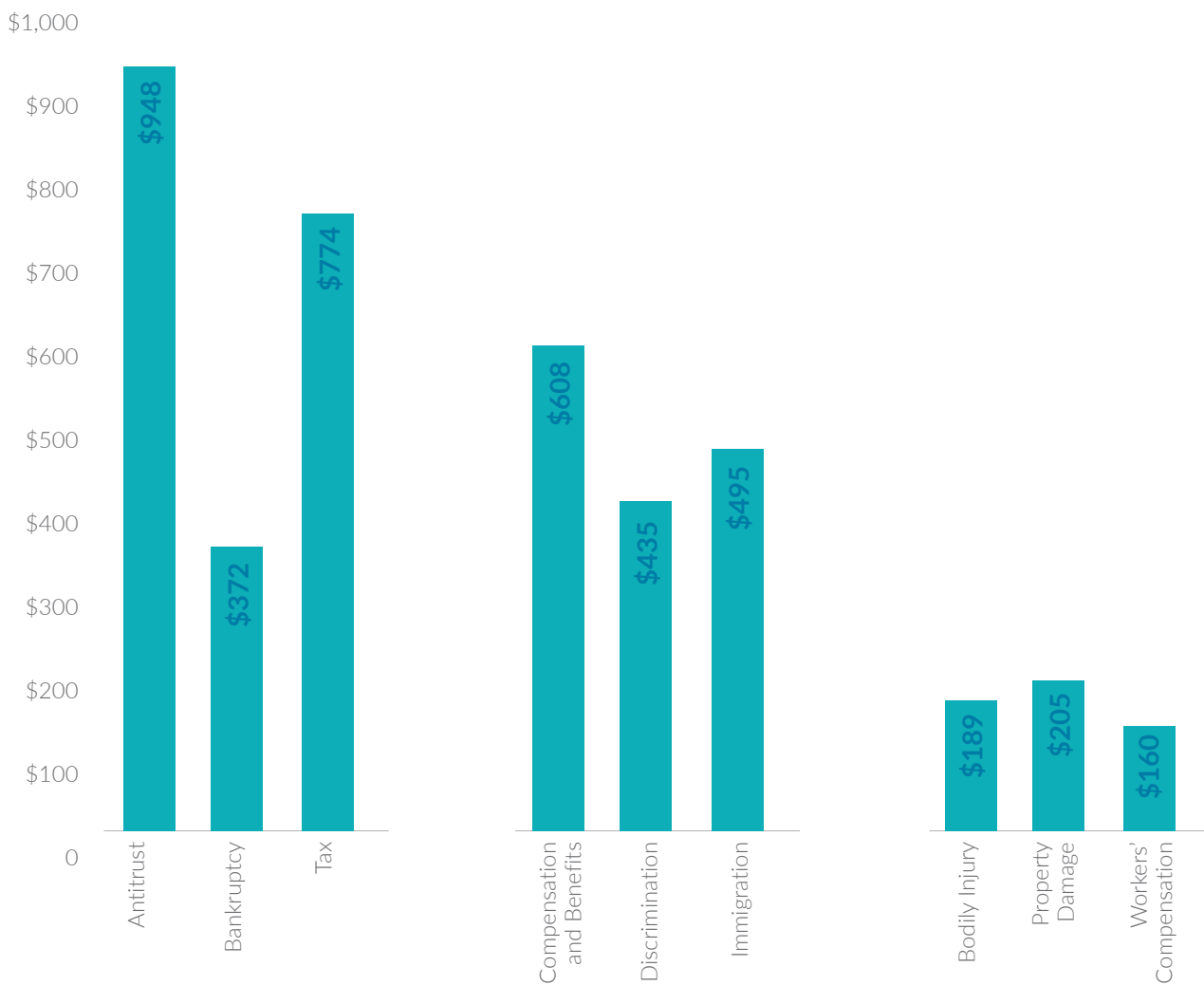
**WITHIN PRACTICE AREAS, SUBCATEGORY RATES VARY CONSIDERABLY**

Based on 12 months of data ending December 31, 2021

### CORPORATE

### EMPLOYMENT AND LABOR

### INSURANCE





6B

KEY METRIC

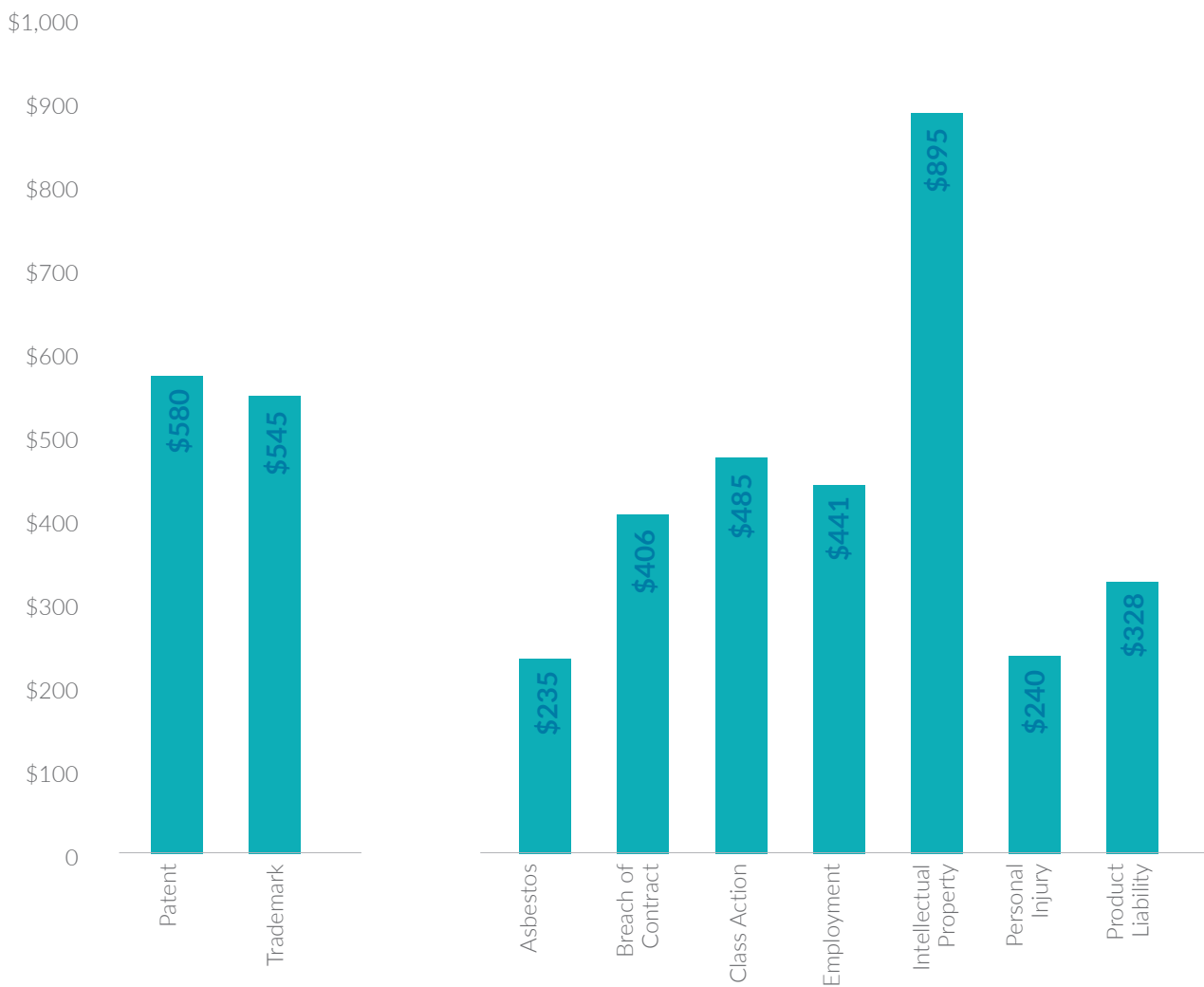
## Median Partner Rates by Subcategory of Work

**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.

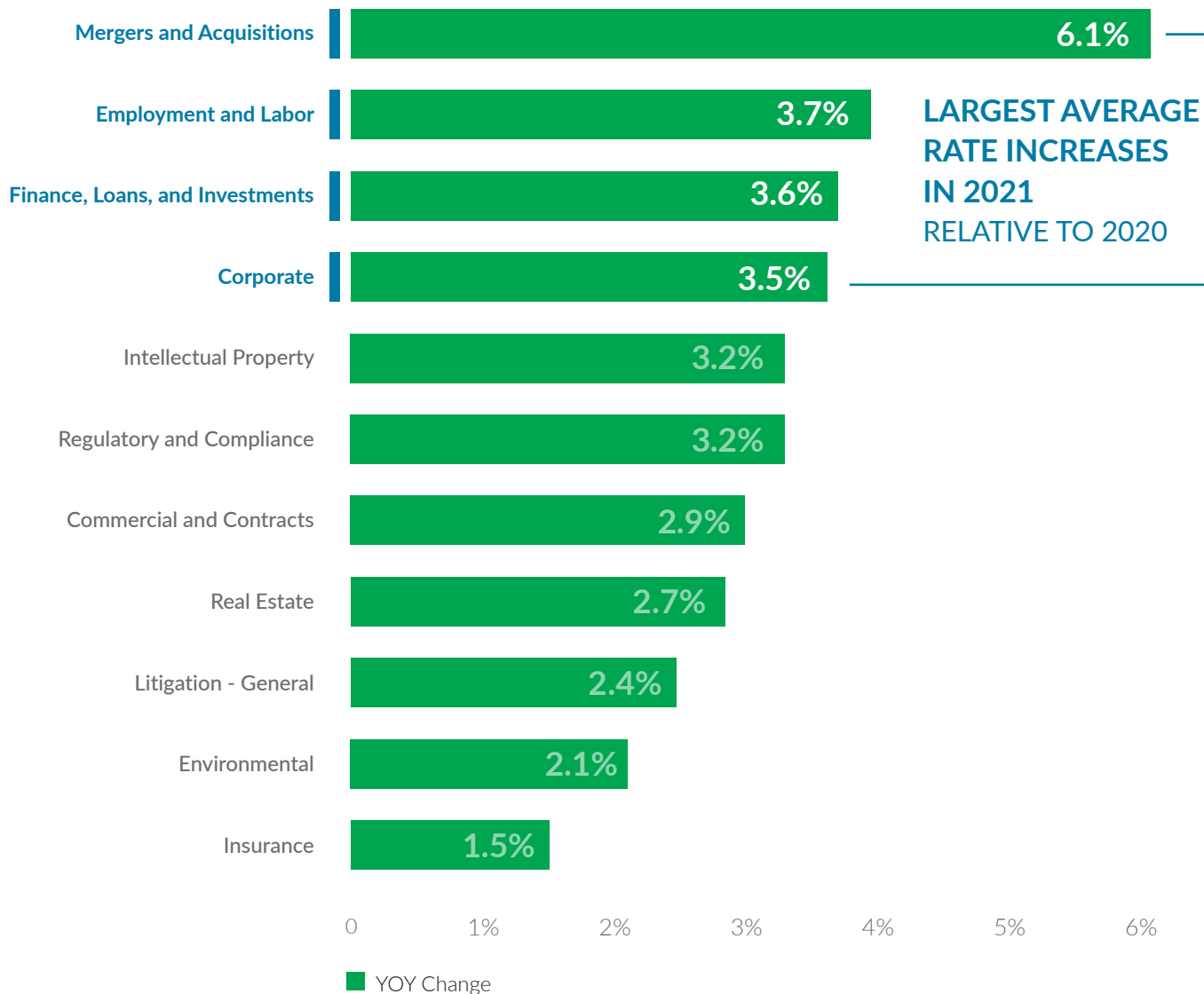
6C

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

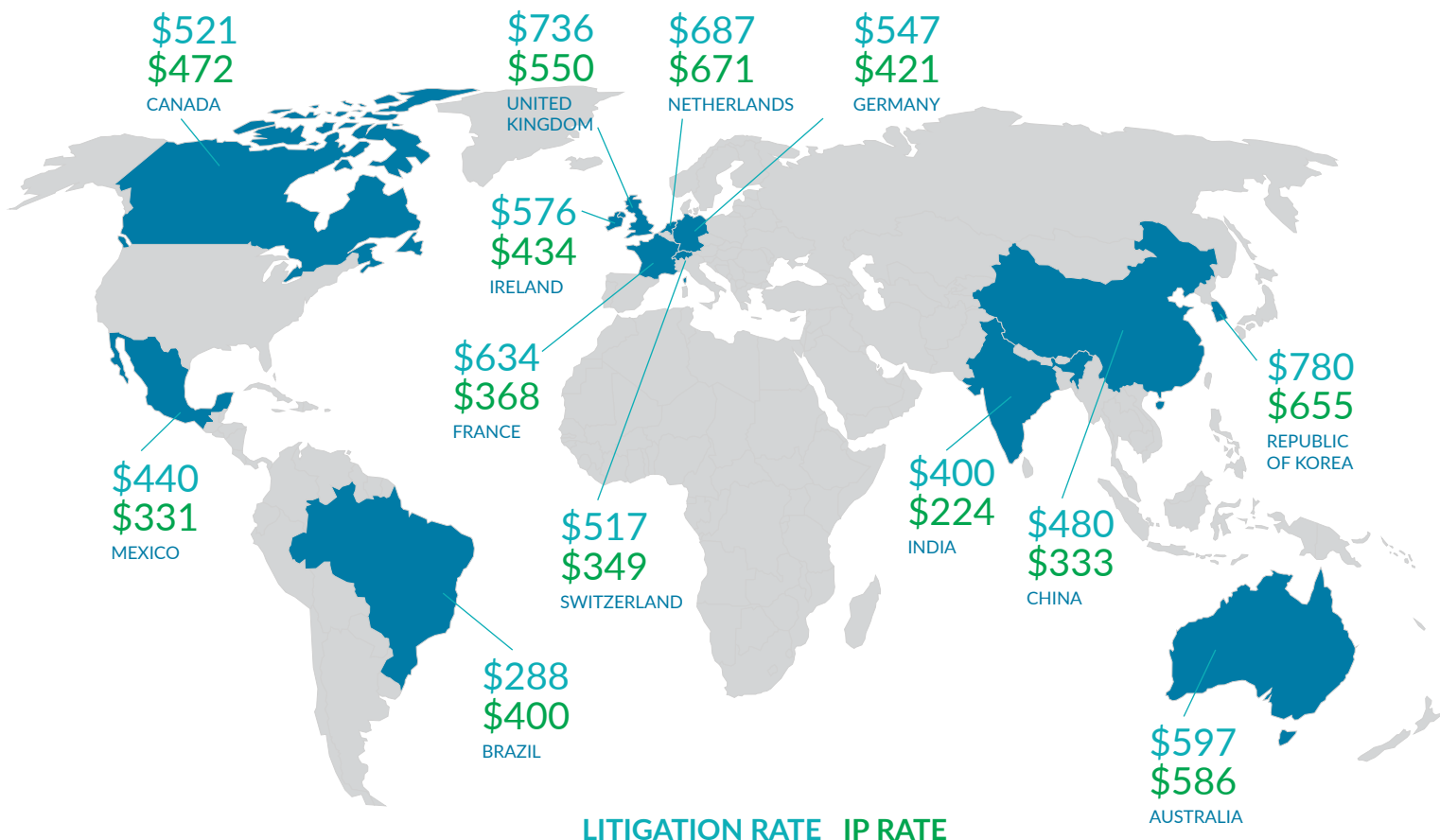
# International Partner Rates for Litigation and Intellectual Property (non-Litigation)

**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

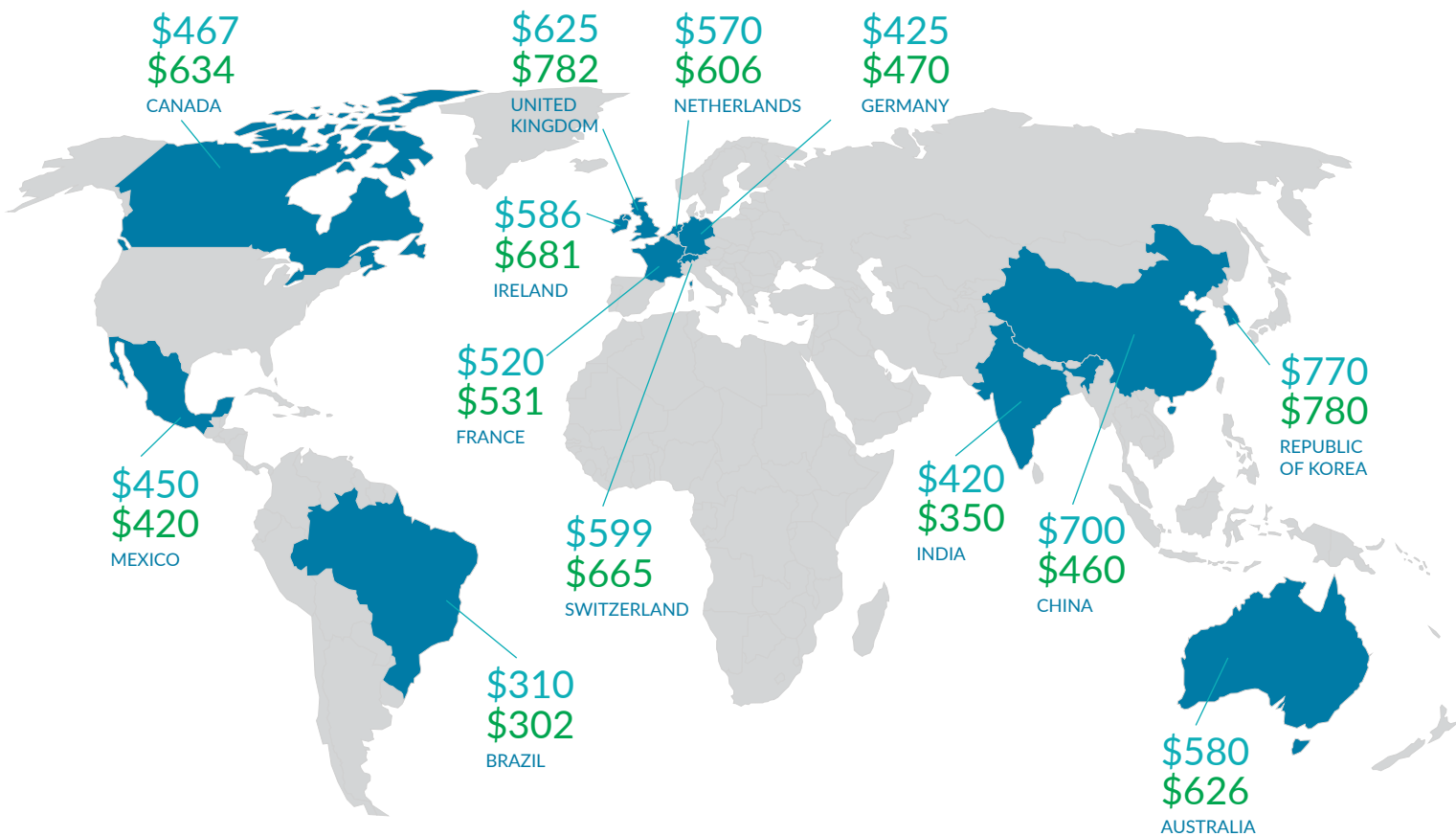
### International Partner Rates for Employment and Labor and Corporate

**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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- Vendor Management strengthens your relationships with law firms while measuring their performance, so you can select the best mix for your needs.
- Analytics provides you with full visibility over workloads and legal data analytics to make informed, data-driven decisions.

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

For media inquiries, please contact: [eric@plat4orm.com](mailto:eric@plat4orm.com).

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

2 of 12 EA Taps Insider Andrew Wilson as CEO

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

4 of 12 New Touch for iPhone

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

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

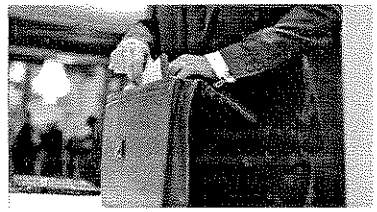
Lawyer Fees Keep Growing, But Don't Believe Them. Clients Are Demanding, and Getting, Discounts

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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.



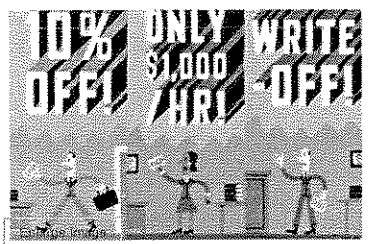
Top partners at leading U.S. law firms are charging more than ever — routinely \$1,150 or more an hour — but after discounts and write-offs the nosebleed rates aren't all they appear to be. Jennifer Smith reports. Photo: Getty Images.

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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1 Where Job Growth Is Coming



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

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

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

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

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

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

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

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

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

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

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

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

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

2 Steps to Better Foot Health



3 Opinion: The Power of 218



4 Shooting Suspect Had Record of Gun Use



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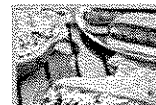


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More than a dozen leaders at major law firms declined to discuss rate increases on the record, though some said privately that the increase in associate rates could be caused in part by step increases as junior lawyers gain in seniority.

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

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Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Racke, Kirk A.	Kirkland & Ellis LLP	Corporate			\$1,250	Reader's Digest Association Inc	2010
Taplin, Ish	Kirkland & Ellis LLP	Tax			\$1,220	Vision Corp.	2010
Schmidt, Gerhard	Wells 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, Peter	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, Deryck 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	Mitbank Tweed	Bankruptcy			\$1,050	Midway Games Inc	2010
Duhne, Dennis	Mitbank 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	Mitbank Tweed	Bankruptcy			\$1,025	Calm Jumper	2010
Dakin-Grimm, Linda	Mitbank Tweed	Litigation			\$1,025	Lehman Brothers Holding Inc	2010
Davis, Trayton M.	Mitbank Tweed	Finance	Bankruptcy	Investment Funds Litigation	\$1,025	Lehman Brothers Holding Inc	2010
Grushkin, Jay D.	Mitbank 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
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Tomback, Andrew E.	Mitbank Tweed	Litigation	Finance		\$1,025	Lehman Brothers Holding Inc	2010
Sharp, Richard	Mitbank Tweed	Litigation			\$1,025	Lehman Brothers Holding Inc	2010
Clowry, Kait J.K.	Paul Hastings	Corporate			\$1,021	Lehman Brothers Holding Inc	2010
Eagan, Mark J.	Paul Hastings	Real Estate			\$1,021	Lehman Brothers Holding Inc	2010
O'Sullivan, Ronan P.	Paul Hastings	Corporate	Real Estate		\$1,021	Lehman Brothers Holding Inc	2010
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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(See correction.)

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## Top Billers

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Aleksander, Nicholas P.B.	Gibson Dunn	Tax			\$1,018	Lehman Brothers Holding Inc	2010
Rocher, Philip	Gibson Dunn	Litigation			\$1,018	Lehman Brothers Holding Inc	2010
Thomas, Andrew S.V.	Gibson Dunn	Corporate			\$1,018	Lehman Brothers Holding Inc	2010
Blyth, Mark	Linklaters	Litigation			\$1,010	Norstar Networks	2010
Cox, Tim	Linklaters	Corporate			\$1,018	Norstar Networks	2010
Sachdev, Nabeel V.	Kirkland & Ellis LLP	Corporate			\$1,015	Vistacon Corp.	2010
Mayo, David	Paul Weiss	Tax			\$1,015	BP Wind Down Inc	2010
Cohen, Joel	Gibson Dunn	Bankruptcy			\$1,014	Almasis	2010
Sullivan, Peter	Gibson Dunn	Intellectual Property	Litigation		\$1,014	Almasis	2010
Trinklein, Jeffrey	Gibson Dunn	Tax	Employee Benefits	Energy	\$1,014	Almasis	2010
Vance, Janet L.	Gibson Dunn	Finance	Corporate		\$1,014	Almasis	2010
Buffone, Steven P.	Gibson Dunn	Energy	Corporate	Finance	\$1,008	Almasis	2010
Jowit, Justin S.	Paul Hastings	Finance			\$1,004	Lehman Brothers Holding Inc	2010
Gander, Fred R.	Dewey LeBoeuf LLP	Finance	Tax	Corporate	\$1000	Ambac	2010
Vyskocil, Mary Kay	Simpson Thacher	Insurance	Litigation		\$1000	Washington Mutual	2010
Brown, Avri	Simpson Thacher	Employee Benefits	Executive Compensation		\$1500	American Safety Razor Company	2010
Etherton, Ugarne	Weil Gotshal	Mergers and Acquisitions			\$1000	Lehman Brothers Holding Inc	2010
McCahill, Dominic T.	Weil Gotshal	Bankruptcy			\$1000	Lehman Brothers Holding Inc	2010
Tringali, Joseph F.	Simpson Thacher	Litigation	Arbitration	Intellectual Property	\$1000	American Safety Razor Company	2010
Francis, Michael	Weil Gotshal	Mergers and Acquisitions			\$1000	Lehman Brothers Holding Inc	2010
Keller, Andy	Simpson Thacher	Corporate	Energy		\$1000	Lehman Brothers Holding Inc	2010
Nave, Douglas	Weil Gotshal	Arbitration	Finance	Mergers and Acquisition	\$1000	Motors Liquidation Company	2010
Norwood, Andrew R.	Weil Gotshal	Finance			\$1000	Lehman Brothers Holding Inc	2010
Ostrager, Barry R.	Simpson Thacher	Litigation			\$1500	Washington Mutual	2010
Harepool, Anthony	Weil Gotshal	Bankruptcy			\$1000	Lehman Brothers Holding Inc	2010
Kelly, Jacky	Weil Gotshal	Bankruptcy	Finance		\$1000	Lehman Brothers Holding Inc	2010
Nicklin, Michael	Weil Gotshal	Bankruptcy	Finance	Equities	\$1000	Lehman Brothers Holding Inc	2010
Shankland, Matthew	Weil Gotshal	Alternative Dispute Resolution			\$1000	Lehman Brothers Holding Inc	2010
Martin, Stefan	Allen & Overy LLP	Labor and Employment			\$1,152	BearingPoint	2009

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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
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Reiss, John M.	White & Case	Mergers and Acquisitions	Equities		\$1,100	Heartland Automotive Holdings	2009
Gillespie, Stephen	Kirkland & Ellis LLP	Corporate			\$1,080	Chemtura Corp.	2009
Nakata, Nobuo	Allen & Overy LLP	Corporate			\$1,077	BearingPoint	2009
Brown, Stephen	Latham Watkins	Employee Benefits			\$1,065	Aviza Technology	2009
Chanda, Kenneth D. C.	Latham Watkins	Mergers and Acquisitions			\$1,065	Aviza Technology	2009
Pinn, Sean	Latham Watkins	Tax			\$1,065	Aviza Technology	2009
Sifran, Lawrence	Latham Watkins	Finance			\$1,065	Aviza Technology	2009
Verbung, Leonard	Allen & Overy LLP	Labor and Employment			\$1,065	BearingPoint	2009
Lee-Lim, Jiyeon	Latham Watkins	International Law	Tax		\$1,065	Spanion	2009
Pisillo, Bernie	Shearman & Sterling LLP	Tax			\$1,065	Workspace	2009
Selder, Mitchell A.	Latham Watkins	Bankruptcy			\$1,065	Spanion	2009
Stokermans, Christiaan	Allen & Overy LLP	Corporate			\$1,062	BearingPoint	2009
Pohl, Timothy	Skadden	Bankruptcy	Litigation		\$1,050	Verason Energy Corporation	2009
Leung, Thomas	White & Case	Bankruptcy			\$1,050	Global Safety Textiles	2009
Mulaney, Charles W.	Skadden	Mergers and Acquisitions			\$1,060	Hartmarx	2009
Rosen, Matthew A.	Skadden	Tax			\$1,060	Hartmarx	2009
Zrinsky, Bruce	Cadwalader	Bankruptcy			\$1,050	TH Agriculture	2009

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## 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, Eben	Allen & Overy LLP	Antitrust			\$1,038	Chemura Corp.	2009
Stroff, Neal	Skadden	Antitrust			\$1,035	Varasun Energy Corporation	2009
Hayman, Linda C.	Skadden	Corporate	Mergers and Acquisitions		\$1,035	Interstate Bakeries	2009
Neelke, Peter J.	Skadden	Finance			\$1,032	Interstate Bakeries	2009
MacLochlan, James	Baker McKerrlie	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.

(See correction.)

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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	
Agrawal, Anom L.	Associate		Jones Day	San Francisco	CA	United States	
Alford, Hans 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	430 260 730
Bass, Eric	Associate		Farella Braun and Menzel	San Francisco	CA	United States	
Benavente, Peter J.	Partner	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	400 745 775
Berning, Scott M.	Associate	Business and Finance	Morgan Lewis and Boekus	San Francisco	CA	United States	
Berman, David M.	Partner	Commercial Litigation, Bankruptcy and Restruc.	Pacholski, Slung, Zehl and Jones	San Francisco	CA	United States	595 595
Boroch, Martha	Partner	Corporate, Criminal Investigations	Jones Day	San Francisco	CA	United States	725
Borstein, Jeffrey	Partner	White Collar Crime, Commercial Litigation	K and L Gates	San Francisco	CA	United States	525 590
Brown, Donald W.	Partner	Business and Finance	Convington and Burking	San Francisco	CA	United States	640
Browning, J. Taylor	Associate	Tort and Environmental Litigation	Morgan Lewis and Boekus	San Francisco	CA	United States	
Bunzlauer, Brenda M.	Partner		King and Spalding	San Francisco	CA	United States	1996 1994
Castro, Ruth Ann	Associate	Environmental	Farella Braun and Menzel	San Francisco	CA	United States	380 675
Christensen, C. Murphy	Partner	Corporate Finance and Healthcare	QMcHenry and Myers	San Francisco	CA	United States	
Christman, Ryan M.	Associate		Kirkland and Ellis	San Francisco	CA	United States	315
Conroy, Michelle	Associate	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	2001
Cooley, Peter J.	Executive	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	1984 585 585
Davies, Doug	Partner	Employment	Farella Braun and Menzel	San Francisco	CA	United States	510 510
Dibble, Sam	Partner	Business Transactions	Farella Braun and Menzel	San Francisco	CA	United States	282 282
Dixon, Benjamin	Associate	Complex Commercial	Holler, Emswiler	San Francisco	CA	United States	573 573
Ernst, Morgan	Associate	Securities Litigation	Jones Day	San Francisco	CA	United States	
Dobryzowski, Daniel T.	Associate	Trial	Farella Braun and Menzel	San Francisco	CA	United States	2007 350
Douglas, Scott	Partner	Construction	DLA Piper	San Francisco	CA	United States	525 425
Durr, Heather	Associate			San Francisco	CA	United States	



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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School	Practicing Since	2006 Rates	2007 Rates	2008 Rates	2009 Rates
Espin, Charlotte C.	Associate	Trial	Jones Day	San Francisco	CA	United States	2006	2008	665	775	325	
Eisenbach, Robert L.	Partner	Bankruptcy and Restructuring	Cookley Godward Konish Morrison and Fowler	San Francisco	CA	United States	2006	2008	665	775	325	
Engel, G. Lairy	Partner	Bankruptcy and Restructuring	Morrison and Fowler	San Francisco	CA	United States	2006	2008	665	775	325	
Esperanza, Chyasty	Associate	Labor and Employment	Farella Braun and Martel	San Francisco	CA	United States	1975	1975	330		535	
Ford, Robert	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540		515	
Frank, Michael T.	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540		515	
Freid, Joshua M.	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540		515	
Franchick, John E.	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540		515	
Garnett, Benjamin P.	Associate	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540		515	
Gerling, Tyler	Associate	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540		515	
Gloster, Dean	Partner	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	375	
Grother, Neil	Partner	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	375	
Grone, John	Partner	Insurance Coverage	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	375	
Hall, Dan	Partner	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	375	
Hall, Daniel	Associate	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	375	
Hodkin, Frederick D.	Partner	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	375	
Huntley, Lynn M.	Of Counsel	Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	
Jin, Nancy	Associate	Business Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	
Joslin, Nan	Partner	Business Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	
Karabin, Scott D.	Partner	Business Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	
Kaplan, Christopher W.	Associate	Business Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	
Kalk, Tobias S.	Partner	Business Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	
Kim, Nancy	Associate	Business Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	
Konover, Curt	Partner	Business Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	
Kordstein, Sam	Partner	Business Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	

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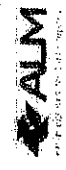
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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School
Lauksh, Justin	Counsel	Corporate Finance	OMelveny and Myers	San Francisco	CA	United States	1997
Marshall, Robert G.	Partner	Employee Benefits and ERISA Comp	Jones Day	San Francisco	CA	United States	1997
Mason, Dory	Associate Partner	Reinsuring and Indemnity	Fawcett Braun and Martel Weston and Stovew	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 Boekus 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
Nakai, Casey M.	Associate	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1979
Olson, James C.	Partner	Banking and Finance	Jones Day	San Francisco	CA	United States	1979
Oso, Amanda M.	Associate	Labor and Employment	Jones Day	San Francisco	CA	United States	1979
Osgood, Michael C.E.	Associate	Litigation	Kirkland and Ellis	San Francisco	CA	United States	1979
Palton, Kara	Associate	Labor and Employment	Kirkland and Ellis	San Francisco	CA	United States	1979
Parsons, Karen H.	Associate Of Counsel	California Employment	OMelveny and Myers	San Francisco	CA	United States	1979
Potbeck, Thomas R.	Partner	Copyrighting	Morgan Lewis and Boekus	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	Fawcett Braun and Martel	San Francisco	CA	United States	2008
Rachy, Katherine S.	Partner	Corporate	Paul Hastings, Janofsky and Walker	San Francisco	CA	United States	2008
Ritter, Peter	Partner	Trial 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	Jones Day	San Francisco	CA	United States	1969
Sabnis, Cheryl	Counsel	Trial Practice	Fawcett Braun and Martel	San Francisco	CA	United States	2003
Schickert, Vladimir	Partner	Tort and Environmental Litigation	King and Spalding	San Francisco	CA	United States	1998
Selling, Jocelyn	Partner Of Counsel	Private Clients Family Wealth Group	Fawcett Braun and Martel	San Francisco	CA	United States	1998

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2008	2008 Rates
2007	2007 Rates
2006	2006 Rates
2005	2005 Rates
2004	2004 Rates
2003	2003 Rates
2002	2002 Rates
2001	2001 Rates
2000	2000 Rates
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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, Brent	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							
Wink, 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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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 Durheim, Scott	O'Melveny & 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 & Marges LLP (CA)	1986	1986	CA	799.00	0.80	639.20
P Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1978	CA	750.00	4.50	3,555.00
OC Morris, Michael	Hennigan Barnett & Dorman LLP	1979	1979	CA	750.00	65.20	45,652.00
P 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.	Hennigan Barnett & Dorman LLP	1978	1978	CA	680.00	18.10	6,869.00
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, Melissa	White & Case LLP (CA)	2004	2004	CA	600.00	20.90	12,540.00
P Buchanan, Laura	Klee, Tuchin, Bogdanoff & Stern, LLP	1991	1991	CA	590.00	0.20	118.00
A Ger Kwan-chien, B	Weil, Gotschal & Marges 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 Rutten, James	Munger Tolles & Olson LLC	1997	1997	CA	525.00	25.80	13,545.00
A Morse, Joseph	Hennigan Barnett & Dorman LLP	2000	2000	CA	505.00	13.10	6,615.50
A Mahalic, Michael	Weil, Gotschal & Marges 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 & Marges 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 & Marges LLP (CA)	2007	2007	CA	415.00	25.20	10,458.00
A Jaspser, M. Lance	Munger Tolles & Olson LLC	2006	2006	CA	400.00	96.20	38,480.00
A Estandart, Barney	Munger Tolles & Olson LLC	2006	2006	CA	400.00	8.80	3,520.00
A Rubin, Francis E.	O'Melveny & Myers LLP (CA)	2006	2006	CA	395.00	8.40	3,318.00

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PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
A Schneider, Bradley	Munger, Tolles & Olson LLC	2004	2004	CA	\$ 385.00	1.30	513.50
A Reaven, Matthew	Wells, Goltsbel & Marges LLP (CA)	2008	2008	CA	355.00	13.50	4,792.50
A Guzman, Tanya	O'Melvaney & Myers LLP (CA)	2007	2007	CA	330.00	2.30	828.00
PP Neglia, Ross	O'Melvaney & Myers LLP (CA)				260.00	6.20	1,612.00
Finatison, 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, Boddanoff & 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

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PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Tolles, Stephen L.	Gibson Dunn & Crutcher, LLP (CA)	1982	1982	CA	\$ 860.00	0.10	\$ 86.00
P Patterson, Thomas	Klea Tuchin, Bogdanoff & Stern, LLP	1994	1994	CA	830.00	223.00	191,250.00
P Tuchin, Michael	Klea Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	74.40	63,240.00
P Stern, David	Klea Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	850.00	32.80	27,960.00
P Issler, Paul S.	Gibson Dunn & Crutcher, LLP (CA)	1986	1986	CA	840.00	6.35	5,334.96
P Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1976	CA	844.00	4.10	3,444.00
P Thompson, Brian	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1991	1991	CA	820.00	72.80	59,696.00
P Balcer, Karen	Weil, Gotshal & Manges, LLP (CA)	1986	1986	CA	810.00	40.40	32,740.00
P Zisli, Dean A.	Pachulski Stern Zisli 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 Stern Zisli 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 Stern Zisli 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 Arash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	39.40	26,595.00
A Gorski, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	271.50	147,297.50
P Montgomery, Cromwell	Gibson Dunn & Crutcher, LLP (CA)	1997	1997	CA	635.00	2.50	1,587.50
A Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	11.50	7,015.00
A Derahim, Shiva	White & Case LLP (CA)	2003	2003	CA	600.00	217.50	130,500.00
A Scott, Melanie	White & Case LLP (CA)	2004	2004	CA	800.00	74.90	44,940.00
P Trudell, Robert	White & Case LLP (CA)	1995	1995	CA	600.00	35.30	21,180.00
A Ger Kwang-chlon, B.	Weil, Gotshal & Manges, LLP (CA)	2003	2003	CA	580.00	54.20	31,436.00
OC Matcail, Brian	Klea, Tuchin, Bogdanoff & Stern, LLP	1998	1999	CA	575.00	12.40	7,130.00
A Egozi, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	0.50	285.00
C Crosby IV, Peter	White & Case LLP (CA)	1984	1984	CA	565.00	13.30	7,514.50
A Martin, Jill	White & Case LLP (CA)	2006	2006	CA	550.00	45.80	25,180.00
A Correa, Michelle	White & Case LLP (CA)	2001	2001	CA	525.00	1.70	892.50
OC Brandt, Gina F.	Pachulski Stern Zisli Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
A Malek, Michael	Weil, Gotshal & Manges LLP (CA)	2005	2005	CA	500.00	175.30	87,650.00
A Rodriguez, Noel	White & Case LLP (CA)	2003	2003	CA	500.00	41.80	20,900.00
A Heyn, Matthew	Klea, Tuchin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	111.80	55,341.00
A Barstow, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	4.10	1,927.00
A Liu, Leslie	Weil, Gotshal & Manges, LLP (CA)	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 Guest, David	Klea, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	366.70	157,881.00
A Pczmanier, Courtney	Klea, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	23.29	9,976.00
A Dickerson, Matthew	Sidley Austin Brown & Wood LLP (CA)	2007	2007	CA	425.00	25.30	10,752.50
A Tran, William	Sidley Austin Brown & Wood LLP (CA)	2006	2006	CA	425.00	5.40	2,295.00
A Nathan, Joseph	Weil, Gotshal & Manges 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	Sidley Austin Brown & Wood 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, Tuckin, Bogdanoff & Stern, LLP	1994	1994	CA	850.00	382.60	333,710.00
P Teshin, Nicholas	Klee, Tuckin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	201.40	171,190.00
P Stiem, David	Klee, Tuckin, Bogdanoff & Stern, LLP	1975	1975	CA	850.00	84.80	58,480.00
P Pachnisi, Richard M.	Gibson Dunn & Crutcher, LLP (CA)	1979	1979	CA	850.00	68.00	57,800.00
P Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1976	CA	840.00	1.00	840.00
P Ziehl, Dean A.	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	39,980.00
P Ong, Johanna Y.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1997	1997	CA	740.00	11.20	8,288.00
P Kornfeld, Alan	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
P Grassie, Deborah I.	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1991	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)	1988	1970	CA	675.00	60.80	41,040.00
P Mahoney, James	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1988	1987	CA	675.00	16.60	11,205.00
P Arash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	14.80	9,990.00
P Davids, Roman	Klee, Tuckin, Bogdanoff & Stern, LLP	1985	1985	CA	650.00	1.40	910.00
A Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	3.70	2,287.00
C Hochman, Harry	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	1997	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	11,503.00
C Hochman, Harry	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	575.00	57.60	33,120.00
A Dirckman, Jennifer	Klee, Tuckin, Bogdanoff & Stern, LLP	1989	1989	CA	575.00	1.40	802.50
OC Metcalf, Brian	Klee, Tuckin, Bogdanoff & Stern, LLP	1999	1999	CA	575.00	0.70	402.50
A Heyn, Wayne	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
P Brown, Glenn	Klee, Tuckin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	109.70	54,301.50
A Barshon, Melissa	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 & Ashrade, LLP (CA)	2005	2005	CA	430.00	402.90	173,247.00
PP Santos, Joseph C	Quinn Emanuel Urquhart Oliver & Hedges, LLP	2008	2008	CA	380.00	4.80	1,748.00
A Elliot, Koim	Klee, Tuckin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	16.60	4,980.00
PP Lacroix, Maurice	Quinn Emanuel Urquhart Oliver & Hedges, LLP	2008	2008	CA	250.00	20.30	5,075.00
LIB Fornaster, Leslie A.	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	2008	2008	CA	250.00	4.90	1,225.00



California Rate Report

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





**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 Gamble Mallory & Natsis	Los Angeles							
2010	Alston & Bird	Atlanta	\$515	\$865	\$450	\$627	\$590	\$270	\$405
2010	Andrews Kurth	Houston							
2010	Archer & Greiner	Haddonfield, NJ		\$560	\$305		\$340	\$175	
2010	Arent Fox	Washington		\$765	\$400		\$475	\$240	
2010	Armstrong Teasdale	St. Louis		\$475	\$300		\$325	\$200	
2010	Arnold & Porter	Washington							
2010	Baker & Daniels	Indianapolis							
2010	Baker & Hostetler	Cleveland							
2010	Baker Botts L.L.P.	Houston							
2010	Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis, TN	\$312	\$595	\$255	\$357	\$320	\$165	\$231
2010	Ballard Spahr	Philadelphia							
2010	Barnes & Thornburg	Indianapolis	\$367	\$613	\$298	\$416	\$355	\$225	\$261
2010	Bass, Berry & Sims	Nashville, TN							
2010	Benesch, Friedlander, Coplan & Aronoff	Cleveland	\$315	\$575	\$350	\$335	\$360	\$195	\$245
2010	Best Best & Krieger	Riverside, Calif.		\$550	\$310		\$395	\$225	

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Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Bingham McCutchen	Boston							
2010	Blank Rome	Philadelphia	\$510	\$855	\$440	\$615	\$560	\$250	\$361
2010	Bond, Schoenck & King	Syracuse, NY	\$260	\$475	\$220	\$309	\$280	\$160	\$208
2010	Briggs and Morgan	Minneapolis	\$373	\$600	\$290	\$437	\$315	\$210	\$240
2010	Brinks Hofer Gilson & Lyon	Chicago	\$435	\$725	\$345	\$541	\$420	\$195	\$308
2010	Broad and Cassel	Orlando, FL	\$307	\$475	\$260	\$372	\$350	\$175	\$242
2010	Brown Rudnick	Boston							
2010	Brownstein Hyatt Farber Schreck	Denver	\$394	\$810	\$295	\$463	\$360	\$200	\$256
2010	Bryan Cave	St. Louis	\$464	\$790	\$370	\$563	\$550	\$195	\$344
2010	Buchalter Nemer	Los Angeles	\$415	\$625	\$270	\$490	\$450	\$195	\$328
2010	Buchanan Ingersoll & Rooney	Pittsburgh		\$900	\$310		\$465	\$210	
2010	Burr & Forman	Birmingham, AL	\$328	\$500	\$210	\$361	\$335	\$200	\$250
2010	Butzel Long	Detroit		\$750	\$300		\$375	\$200	
2010	Cadwalader, Wickersham & Taft LLP	New York							
2010	Cahill Gordon Reindel LLP	New York							
2010	Carlton Fields	Tampa, FL	\$388	\$775	\$325	\$455	\$375	\$195	\$268
2010	Chadbourne & Parke	New York	\$456	\$995	\$390	\$769	\$625	\$110	\$442
2010	Chapman and Cutler	Chicago							
2010	Clark Hill	Detroit							
2010	Cooley	Palo Alto, CA							
2010	Covington & Burling	Washington							
2010	Cozen O'Connor	Philadelphia	\$422	\$880	\$310	\$497	\$585	\$225	\$326
2010	Crowell & Moring	Washington							
2010	Curtis, Mallet-Prevost, Colt & Mosie	New York	\$489	\$785	\$675	\$669	\$575	\$290	\$365
2010	Davis Wright Tremaine	Seattle	\$355	\$795	\$320	\$486	\$435	\$210	\$304
2010	Day Pitney	Florham Park, NJ							

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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	\$420
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	\$850	\$240	\$550	\$480	\$135	\$349
2010	Dykema Gossett	Detroit	\$445	\$635	\$360	\$495	\$450	\$225	\$325
2010	Eckert Seamans Cherin & 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	\$520	\$450	\$180	\$325
2010	Faegre & Bensen LLP	Minneapolis							
2010	Finnegan, Henderson, Farabow, Garrett & Dunner	Washington							
2010	Fish & Richardson	Boston							
2010	Fisher & Phillips	Atlanta		\$505	\$340		\$360	\$220	
2010	Fitzpatrick, Calla, Harper & Scinto	New York		\$730	\$460		\$440	\$275	
2010	Foley & Lardner	Milwaukee	\$554	\$1,035		\$654		\$255	\$426
2010	Foley Hoag	Boston							
2010	Ford & Harrison	Atlanta		\$620	\$375		\$390	\$250	
2010	Fowler White Boggs	Tampa, FL	\$350	\$575	\$325	\$400	\$315	\$205	\$250
2010	Fox Rothschild	Philadelphia	\$407	\$690	\$315	\$473	\$475	\$235	\$298
2010	Frost Brown Todd	Cincinnati	\$279	\$515	\$200	\$326	\$250	\$150	\$189
2010	Fulbright & Jaworski	Houston							
2010	Gardere Wynne Sewell	Dallas	\$445	\$815	\$380	\$531	\$445	\$195	\$311
2010	Gibbons	Newark, NJ	\$404	\$790	\$390	\$479	\$450	\$250	\$289
2010	Gibson, Dunn & Crutcher LLP	Los Angeles							
2010	Godfrey & Kahn	Milwaukee		\$495	\$325		\$340	\$180	
2010	Goodwin Procter	Boston							

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

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

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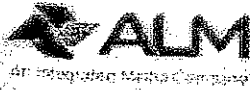
Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	McCarter & English	Newark, NJ	\$355	\$825	\$360	\$498	\$405	\$215	\$313
2010	McElroy, Deutsch, Mulvaney & Carpenter	Morristown, N.J.	\$210	\$550	\$295	\$280	\$275	\$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	\$346	\$650	\$235	\$400	\$320	\$190	\$239
2010	Miles & Stockbridge	Baltimore		\$695	\$325		\$370	\$220	
2010	Miller & Martin	Chattanooga, TN	\$328	\$610	\$235	\$361	\$275	\$180	\$218
2010	Miller, Canfield, Paddock and Stone	Detroit							
2010	Montgomery, McCracken, Walker & Rhoads	Philadelphia		\$625	\$380	\$461	\$395	\$205	\$284
2010	Moore & Van Allen	Charlotte N.C.	\$364	\$785	\$265	\$441	\$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, Rifkind Wharton & Garrison LLP	New York							
2010	Pepper Hamilton	Philadelphia	\$326	\$825	\$420	\$547	\$465	\$230	\$329
2010	Perkins Coie	Seattle	\$447	\$825	\$275	\$534	\$570	\$200	\$354
2010	Phelps Dunbar	New Orleans	\$226	\$385	\$180	\$272	\$240	\$145	\$183
2010	Phillips Lytle	Buffalo, NY	\$255	\$535	\$260	\$352	\$450	\$150	\$283
2010	Pillsbury Winthrop Shaw Pittman	New York							
2010	Polsinelli Shughart	Kansas City, MO		\$600	\$250		\$325	\$185	
2010	Quarles & Brady	Milwaukee	\$364	\$660	\$290	\$438	\$400	\$210	\$260
2010	Read 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		\$895	\$735		\$690	\$275	
2010	Schwabs, Williamson & Wyatt	Portland, OR	\$350	\$540	\$310	\$415	\$450	\$200	\$260
2010	Sedgwick, Detert, Moran & Arnold	San Francisco							
2010	Seyfarth Shaw	Chicago	\$377	\$770	\$335	\$505	\$535	\$185	\$325

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Sheppard Mullin	Los Angeles		\$820	\$495		\$620	\$270	
2010	Sherman & Howard	New York							
2010	Shook, Hardy & Bacon	Kansas City, MO							
2010	Shumaker, Loop & Kendrick	Toledo, OH	\$331	\$540	\$250	\$366	\$315	\$185	\$246
2010	Skadden, Arps, Slate, Meagher & Flom	New York							
2010	Smith, Gambrell & Russell	Atlanta		\$740	\$325		\$440	\$195	
2010	Snell & Wilmer	Phoenix	\$338	\$795	\$315	\$486	\$550	\$175	\$282
2010	Squire, Sanders & Dempsey	Cleveland							
2010	Steptoe & Johnson LLP	Washington							
2010	Stevens & Lee	Reading, PA							
2010	Stinson Morrison Hecker	Kansas City, MO							
2010	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 Pease	Columbus, OH							
2010	Wachtell, Lipton, Rosen & Katz	New York							
2010	Weil, Gotshal & Manges LLP	New York							
2010	White and Williams	Philadelphia							
2010	Wildman, Harrold, Allen & Dixon LLP	Chicago							
2010	Wiley Rein	Washington							
2010	Williams Mullen	Richmond, Va.	\$368	\$645	\$315	\$428	\$370	\$230	\$279
2010	Willkie Farr & Gallagher LLP	New York							
2010	Wilmer Cutler Pickering Hale and Dorr	Washington							
2010	Winstead	Dallas	\$395	\$655	\$340	\$462	\$390	\$215	\$291
2010	Winston & Strawn	Chicago	\$486	\$1,075	\$475	\$670	\$610	\$250	\$393
2010	Womble Carlyle Sandridge & Rice	Winston-Salem, NC	\$372	\$625	\$300	\$461	\$445	\$210	\$291
2010	Wyatt, Tarrant & Combs	Louisville, KY		\$500	\$245		\$285	\$180	



**2010 NLJ Associate Class Billing Survey**

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

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

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Fiscal Year	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	240	260	280	300	315	355	385
2010	Harris Beach	\$155	\$170	\$200	\$230	\$230	\$230	\$250	\$250
2010	Hiscock & Barclay	\$150 - \$340	\$150-340	\$165 - \$360	\$165 - \$360	\$165 - \$360	\$175 - \$380	\$175 - \$380	\$185 - \$440
2010	Kelley Drye & Warren	\$305	\$340	\$370	\$410	\$435	\$455	\$485	510
2010	Kilpatrick Stockton	250	275	310	325	335	360	375	385
2010	Knobbe Martens Olson & Bear	\$285	\$310	\$335	\$360	\$385			
2010	Lindquist & Vennum	\$200	\$210	225	235	245	260	265	290
2010	Locke Lord Bissell & Liddell	\$215	\$230	\$253	\$270	\$300	\$321	\$349	\$386
2010	Loeb & Loeb	\$350 - \$375							
2010	Maynard, Cooper & Gale	\$235	\$235	\$245	\$255	\$270	\$280	\$295	
2010	McElroy, Deutsch, Mulvaney &	\$150	\$175	\$185	\$195	\$200	\$205	\$210	\$220
2010	McKenna Long & Aldridge	279	312	325	346	363	381	382	415
2010	Montgomery, McCracken, Walker	\$205	\$215	\$235	\$255	\$275	\$295	\$315	\$335
2010	Morris, Manning & Martin	\$200	\$265	\$310	\$340	\$365	\$390	\$415	\$425

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

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





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 Deryck Palmer, a former Weil, Gotshal & Manges partner, billed Lyondell Chemical Co. at a rate of \$1,050 for work on its 2009 bankruptcy. Greenberg Traurig bankruptcy co-chair Bruce Zirinsky, who left Cadwalader last January, billed \$1,050 an hour as debtor's counsel for TH Agriculture and Nutrition LLC, as did White & Case global restructuring head Thomas Lauria for WCI Communities Inc., and Robert Pincus, the head of the corporate practice in Skadden, Arps, Slate, Meagher & Flom's Wilmington office, for Hayes Lemmerz International Inc., an automotive wheel supplier.

Neal Stoll, a Skadden antitrust partner, and Sally Thurston, a Skadden tax partner, billed \$1,035 for work on the bankruptcies of VeraSun Energy Corp. and Hayes Lemmerz, respectively, while Latham & Watkins corporate finance chair Kirk Davenport billed at \$1,025 an hour for Dayton Superior Corp.'s filing. Paul Weiss, Rifkind, Wharton & Garrison partners Carl 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.)

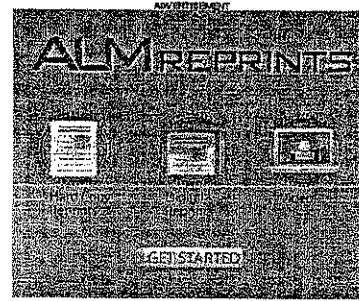
The bankruptcy case with one of the highest median partner rates was Nortel Networks. The phone equipment maker paid firms such as Cleary and Kirkland a median partner rate of \$940. Firms working on the Lehman filing billed a median partner rate of \$810 during the time period, while firms working on 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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*\$1,000 Per Hour Isn't Rare Anymore; Nominal billing levels rise, but discounts ease blow. The National Law Journal January 13, 2014 Monday*

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

**LENGTH:** 1860 words

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

**BYLINE:** KAREN SLOAN

**BODY:**

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

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

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

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

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

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

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

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

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

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

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

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

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

## THE ROLE OF GEOGRAPHY

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

hour or more for contracts and commercial work.

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

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

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

**BILLING SURVEY METHODOLOGY**

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

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

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

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

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

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

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

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

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

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

\* Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. For complete numbers, please see [NLJ.com](http://NLJ.com).

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

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

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



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

Mullin, Richter Angeles  
& Hampton

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

## THE FOUR-FIGURE CLUB

These 10 firms posted the highest partner billing rates.

### THE FOUR-FIGURE CLUB

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

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

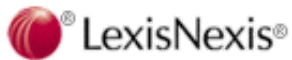
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Home / Daily News / Top partner billing rates at BigLaw firms...

BUSINESS OF LAW

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

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

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?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.

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ABAJournal.com ([https://www.abajournal.com/news/article/more\\_top\\_lawyers\\_break\\_through\\_1000\\_hourly\\_billing\\_barrier/](https://www.abajournal.com/news/article/more_top_lawyers_break_through_1000_hourly_billing_barrier/)): "More Top Lawyers Break Through \$1,000 Hourly Billing Barrier"

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*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

KARLA MAREE and MOURAD  
GUERDAD, on behalf of themselves and  
all others similarly situated,

Plaintiffs,

v.

DEUTSCHE LUFTHANSA AG,  
Defendant.

Case No. 8:20-cv-00885-MWF-MRW

**DECLARATION OF KARLA  
MAREE IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date September 13, 2021  
Time: 10:00 a.m.  
Crtrm: 5A  
Judge: Hon. Michael W. Fitzgerald

1 I, Karla Maree, declare:

2 1. I am a Class Representative in the lawsuit entitled *Maree, et al. v.*  
3 *Deutsche Lufthansa AG*, Case No. 8:20-cv-00885-MWF-MRW (C.D. Cal.), currently  
4 pending in the Central District of California. I make this Declaration in support of  
5 Plaintiffs’ Motion for Preliminary Approval of Settlement. The statements made in  
6 this Declaration are based on my personal knowledge and, if called as a witness, I  
7 could and would testify thereto.

8 2. I assisted with my lawyers’ investigation of this case by describing the  
9 events surrounding my experience with Lufthansa. Specifically, I described my  
10 purchase of tickets for flights with Lufthansa, the cancellation of my flights, and my  
11 attempts to procure a refund from Lufthansa—including the persons who I called and  
12 e-mailed.

13 3. I worked with my attorneys to prepare the Complaint, First Amended  
14 Complaint, and Second Amended Complaint, and Third Amended Complaint that  
15 have been filed in this action. I carefully reviewed the complaint for accuracy and  
16 approved it before it was filed.

17 4. I also worked with my attorneys to prepare responses to Defendant’s  
18 First Set of Interrogatories and First Set of Requests for Production. I spoke with my  
19 attorneys to provide the relevant information to answer these requests, and I searched  
20 for documents that would be responsive to Defendant’s requests. I was also prepared  
21 to sit for a deposition if I was asked to do so.

22 5. During the course of this litigation, I kept in regular contact with my  
23 lawyers. Specifically, I conferred with them regularly by phone and e-mail to discuss  
24 the status of the case. We also discussed case strategy, pending and anticipated  
25 motions, and the prospects of settlement.



1           6. My lawyers have kept me informed in regard to their efforts to resolve  
2 this matter. I discussed the Settlement with my lawyers, reviewed the Settlement, and  
3 gave my prior approval prior to signing the Settlement.

4           7. I believe the Settlement is fair, reasonable, adequate, and provides an  
5 outstanding result for Class Members.

6           8. Based on my interactions and my relationship with my attorneys, I  
7 believe that they have fairly and adequately represented me and the Settlement  
8 Classes and will continue to do so.

9           9. Throughout this litigation, I understood that, as a Class Representative, I  
10 have an obligation to protect the interests of other Settlement Class Members and not  
11 act just for my own personal benefit. I do not believe that I have any conflicts with  
12 other Settlement Class Members. I have done my best to protect the interests of other  
13 Settlement Class Members and will continue to fairly and adequately represent the  
14 Settlement Classes to the best of my ability.

15           10. The above statements are of my own personal knowledge, and I make  
16 such statements under penalty of perjury under the laws of California and the United  
17 States of America.

18 Executed August 13, 2021.

21   
22 Karla Maree (Aug 13, 2021 17:40 CDT)  
23 Karla Maree



**BURSOR & FISHER, P.A.**  
L. Timothy Fisher (CA Bar No. 191626)  
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*Attorneys for Plaintiffs*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

KARLA MAREE and MOURAD  
GUERDAD, on behalf of themselves and  
all others similarly situated,

Plaintiffs,

v.

DEUTSCHE LUFTHANSA AG,  
Defendant.

Case No. 8:20-cv-00885-MWF-MRW

**DECLARATION OF MOURAD  
GUERDAD IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date September 13, 2021  
Time: 10:00 a.m.  
Crtrm: 5A  
Judge: Hon. Michael W. Fitzgerald

1 I, Mourad Guerdad, declare:

2 1. I am a Class Representative in the lawsuit entitled *Maree, et al. v.*  
3 *Deutsche Lufthansa AG*, Case No. 8:20-cv-00885-MWF-MRW (C.D. Cal.), currently  
4 pending in the Central District of California. I make this Declaration in support of  
5 Plaintiffs’ Motion for Preliminary Approval of Settlement. The statements made in  
6 this Declaration are based on my personal knowledge and, if called as a witness, I  
7 could and would testify thereto.

8 2. I assisted with my lawyers’ investigation of this case by describing the  
9 events surrounding my experience with Lufthansa. Specifically, I described my  
10 purchase of tickets for flights with Lufthansa, the cancellation of my flights, and my  
11 attempts to procure a refund from Lufthansa—including e-mails I sent to Lufthansa.

12 3. I worked with my attorneys to prepare the Third Amended Complaint  
13 that have been filed in this action. I carefully reviewed the complaint for accuracy  
14 and approved it before it was filed.

15 4. During the course of this litigation, I kept in regular contact with my  
16 lawyers. Specifically, I conferred with them regularly by phone and e-mail to discuss  
17 the status of the case. We also discussed case strategy, pending and anticipated  
18 motions, and the prospects of settlement. I was also prepared to sit for a deposition if  
19 I was asked to do so.

20 5. My lawyers have kept me informed in regard to their efforts to resolve  
21 this matter. I discussed the Settlement with my lawyers, reviewed the Settlement, and  
22 gave my prior approval prior to signing the Settlement.

23 6. I believe the Settlement is fair, reasonable, adequate, and provides an  
24 outstanding result for Class Members.

25 7. Based on my interactions and my relationship with my attorneys, I  
26 believe that they have fairly and adequately represented me and the Settlement  
27 Classes and will continue to do so.

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8. Throughout this litigation, I understood that, as a Class Representative, I have an obligation to protect the interests of other Settlement Class Members and not act just for my own personal benefit. I do not believe that I have any conflicts with other Settlement Class Members. I have done my best to protect the interests of other Settlement Class Members and will continue to fairly and adequately represent the Settlement Classes to the best of my ability.

9. The above statements are of my own personal knowledge, and I make such statements under penalty of perjury under the laws of California and the United States of America.

Executed August 13, 2021.

  
mourad guerdad (Aug 13, 2021 17:09 PDT)  
Mourad Guerdad



**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

STEPHEN IDE, et al., on behalf of themselves  
and all others similarly situated,

Plaintiff,

v.

BRITISH AIRWAYS, PLC (UK),

Defendant.

Case No. 1:20-cv-03542-JMF

**PLAINTIFFS' MEMORANDUM IN  
SUPPORT OF MOTION FOR  
FINAL APPROVAL OF  
SETTLEMENT, CLASS  
CERTIFICATION, AND ORDER OF  
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## I. INTRODUCTION

British Airways Plc (“BA”) canceled certain flights due to the Covid-19 pandemic. According to BA’s contract, the General Conditions of Carriage (“COC”), when British Airways canceled those flights, customers should have been given the ability to “choose” one of three remedies: to be carried on a different flight to the same destination as soon as possible at no extra charge, to be carried on a different flight to the same destination at the customer’s convenience at no extra charge, or a cash refund. But Plaintiffs allege that BA did not provide any of these remedies to Plaintiffs. Instead, Plaintiffs allege it offered vouchers for “part payment” toward a future booking, and it made obtaining a cash refund prohibitively difficult. Plaintiffs claim that these actions breached the contract.

Now, after Plaintiffs overcame BA’s motion to dismiss and engaging in discovery, the parties have reached a settlement (the “Proposed Settlement”). The Proposed Settlement provides relief beyond that which BA agreed to provide class members pursuant to a recent commitment to the EU Consumer Protection Cooperation (“CPC”). While BA’s commitment to the CPC provides settlement class members with canceled flights between March 1, 2020, and November 19, 2020, an opportunity to claim a refund, the Proposed Settlement provides that same opportunity to settlement class members with canceled flights between November 20, 2020, and December 31, 2021. In addition, settlement class members whose flights were canceled between March 1, 2020, and November 19, 2020 will be able to claim an additional four percent cash payment or \$25, whichever is greater. Finally, BA customers who did not receive any remedy for their canceled flights, for example because they attempted to contact BA to request a refund but did not succeed and eventually stopped trying, will receive a notice of remedies informing them that they can request a refund through BA’s website if they booked directly through BA. The Proposed Settlement thus provides settlement class members with the core relief that this lawsuit

sought—the opportunity to obtain refunds—and more, satisfying all requirements for substantive adequacy. No class members have objected and only five have opted out, further demonstrating that the Proposed Settlement is substantively adequate. It also bears all the hallmarks of procedural fairness and should be approved.

The settlement class also meets all the requirements of Rule 23(a) and (b)(3) for class certification: the class consists of thousands of members, there are numerous common issues of law and fact that predominate over any individualized issues, the named plaintiffs’ claims are typical, both the named plaintiffs and class counsel adequately represent the class, and a class action is superior to any other available method of adjudication. Plaintiffs request that the Court grant final approval to the Proposed Settlement, certify the settlement class, and enter the proposed order dismissing the action with prejudice. The proposed final approval order will be submitted in conjunction with the reply brief on this motion so that the final number of objections and opt-outs can be included in the order. A further declaration from the settlement administrator, Angeion Group, LLP (“Angeion”), will also be filed in connection with Plaintiffs’ reply brief that will summarize the notice program.

## **II. BACKGROUND**

***Complaint and Amended Complaint.*** On May 6, 2020, Plaintiff Stephen Ide filed the first complaint in this Action. ECF No. 1. On June 19, 2020, Plaintiffs Ide, Karen Steele-Clarke, Donald Dominique, Jr., and Philip Tenn filed the First Amended Complaint, ECF No. 30 (“FAC”), asserting a claim for breach of contract on behalf of a putative class of U.S. passengers “who purchased at least one ticket for a British Airways flight that was canceled between January 1, 2020, and the present and who did not receive a refund[.]” FAC ¶ 71.

***Motion to Dismiss.*** On July 24, 2020, BA moved to dismiss the FAC and compel arbitration. ECF No. 31. On August 21, 2020, Plaintiffs filed their opposition. ECF No. 35.

Plaintiffs did not oppose the motion to compel arbitration as to Mr. Dominique but requested that his case be stayed rather than dismissed. On September 16, 2020, BA filed its reply. ECF No. 38. On March 26, 2021, the Court issued an opinion and order largely denying BA’s motion to dismiss. ECF No. 53. The Court granted the motion to compel arbitration as to Mr. Dominique and stayed the case as to him.

**Fact Discovery.** On April 22, 2021, each side served interrogatories and requests for production of documents on the other side. The parties served responses and objections and negotiated search parameters. Plaintiffs responded to interrogatories, produced documents, and sat for depositions as follows:

Plaintiff	Deposition Date
Philip Tenn	September 21, 2021
Karen Steele-Clarke	September 23, 2021
Stephen Ide	October 4, 2021

BA made prioritized productions of over 29,000 pages of documents that Plaintiffs requested they prioritize. Discovery has been contested, including one discovery dispute that Plaintiffs raised with the Court. *See* ECF No. 72.

**CPC Proposal.** While the parties were discussing a potential mediation, BA disclosed to Plaintiffs’ counsel that in September 2021, BA informed the CPC that BA would offer refunds to customers worldwide who selected a voucher during the period from March 9, 2020 to/through November 19, 2020 (the “CPC Proposal”). The CPC Proposal consists of more than 93 percent of the Settlement Class. ECF No. 112 ¶ 5.

**Mediation.** In October 2021, after completion of Plaintiffs’ depositions, the parties agreed to participate in a mediation session, and submitted a letter to that effect to the Court on November 1, 2021. ECF No. 80. On January 14, 2022, the parties participated in private mediation before Judge Diane M. Welsh. After all-day mediation and detailed follow-on

discussions, the parties made substantial progress towards agreeing on principal settlement terms on the relief provided to the Settlement Class. The parties eventually reached and signed a term sheet regarding the relief to be provided to the Settlement Class. After executing the term sheet, the parties then held separate negotiations regarding attorneys' fees, costs, and service payments to the Class Representatives. In other words, the amount of attorneys' fees, costs, and service awards were not discussed between the parties until the relief for the Settlement Class had been set forth in an executed term sheet. During this time, the parties also negotiated a modest individual settlement for Plaintiff Tenn, who is not a member of the Settlement Class for the reasons explained below. Over the next two months, the parties continued their settlement discussions, and reached agreement in principle on settlement terms in mid-March 2022. Thereafter, the parties determined that Plaintiff Dominique is also not a member of the Settlement Class for reasons similar to those of Mr. Tenn, and the parties negotiated an individual settlement for Mr. Dominique.

***The Proposed Settlement.*** The parties' Proposed Settlement expands upon the relief provided by the CPC Proposal, and affords complete relief to all proposed settlement class members. Members of the settlement class are those who purchased a ticket for a BA flight, where (a) BA later canceled that flight between March 1, 2020, and December 31, 2021, (b) the customer did not cancel the flight or fail to show for the first leg of the flight prior to the cancellation of a later leg; (c) the customer did not receive a refund or rebooking from BA; and (d) the customer received a voucher from BA, which the customer did not use at all or, for passengers whose flights were canceled between March 1, 2020, and November 19, 2020 (the "March 1–November 19 Passengers"), the customer did not use in full.

Under the CPC Proposal and the Proposed Settlement, for the entire settlement class, BA will provide the opportunity to receive a 100% refund for their canceled ticket directly from BA. For the March 1–November 19 Passengers, BA will also provide the opportunity to receive four percent of the value of the purchase price, less the value of any voucher used by the passenger, or \$25, whichever is greater. In addition, to passengers who meet the requirements of (a) and (b) above but have not elected a remedy—no refund, no rebooking, no voucher—and for whom BA has the email contact information for the customer, BA will send a notification by email apprising the customer of the fact that BA’s records indicate that the passenger has not selected a remedy and for those passengers who booked directly, the e-mail, to the extent feasible from a technical perspective, will provide a link to BA’s website where the passenger can select a remedy (a full refund, voucher, or rebooking) for the cancelled flight subject to BA’s COC. These individuals are also not releasing any claims they may have against BA.

After the parties signed a binding term sheet reflecting the key terms of the Proposed Settlement, they began negotiating the amount of attorneys’ fees and expenses to be paid by BA. Subject to the Court’s approval, BA agreed to pay \$1.26 million for Plaintiffs’ counsel’s fees, and Plaintiffs’ expenses in an amount not to exceed \$16,250, which shall be paid in addition to the relief provided to the class and shall in no way reduce the payments that class members receive. BA has likewise agreed to pay, in addition to the relief afforded to class members, service awards of \$5,000 to Plaintiffs Ide and Steele-Clarke.

On June 1, 2022, the Court granted preliminary approval to the Proposed Settlement, preliminarily certified the settlement class, and approved the manner and form of notice. ECF No. 113.



***Class notice and class response.*** The Court appointed experienced class action notice and claims administration firm Angeion as the settlement claims administrator and to effectuate the robust notice plan preliminary approved by the Court and effected as set forth herein. *Id.*

Pursuant to Section 1715(b) of the Class Action Fairness Act, Angeion mailed notice of the parties' settlement to the appropriate federal and state officials, including copies of the documents listed in the CAFA notice. ECF No. 114. On June 6, 2022, Angeion established a settlement website and toll-free number to enable potential Settlement Class Members to obtain information about the Settlement and to file a claim electronically. ECF No. 116. On July 15, 2022, Angeion disseminated notice to the Class via e-mail and first-class mail. On August 19, 2022, Angeion disseminated a reminder notice via-email to all Settlement Class Members for whom e-mails are available and who have not yet submitted a claim form.

On August 18, 2022, the parties notified the Court of an inadvertent exclusion from the original notice. ECF No. 116. The Court approved a supplemental notice plan for those who were inadvertently excluded (the "Supplemental Class" and "Supplemental Class Members"). ECF No. 117. In accordance with the supplemental notice plan, on August 25, 2022, Angeion disseminated via e-mail the Long Form Notice to all Supplemental Class Members for whom BA has an e-mail address and by first-class mail the Summary Notice to the last known address for those Supplemental Class Members for whom BA does not have an e-mail address, or if the e-mail is undeliverable. On September 29, 2022, Angeion disseminated a reminder notice via e-mail to the Supplemental Class Members for whom e-mails are available who have not yet submitted a claim form.

BA's records indicate the Settlement Class consists of 22,104 people on the Initial Class List and 3,962 on the Supplemental Class List, for a total of 26,066 Settlement Class members.

Weisbrot Decl. ¶¶ 10, 19. BA had e-mail addresses for 21,341 Initial Class List members and 3,952 Supplemental Class List members, for a total of over 97% of the Settlement Class. *Id.*

¶¶ 11, 20. Email notices were successfully delivered without bounceback to 20,397 Initial Class List members and 3,795 Supplemental Class members, for a total of about 93% of the class. *Id.*

¶¶ 14, 23. Angeion mailed notice to 116 Initial Class List members and 116 Supplemental Class List members for whom BA did not have a valid email address. *Id.* ¶¶ 15, 24. A total of twenty mailed notices have been returned as undeliverable, and two have been re-mailed to updated addresses. *Id.* ¶¶ 17, 26. Angeion thus “estimates that the Notice and Supplemental Notice detailed above reached 93.62% of the relevant population.” *Id.* ¶ 31. Angeion also sent reminder notices. *Id.* ¶¶ 18, 27.

The deadline for class members to submit a claim form was October 3, 2022, except for those who received the supplemental notice, for whom the deadline was extended to October 25, 2022, to ensure they had at least sixty (60) days to submit a claim. The deadline for class members to object or opt-out is October 11, 2022, except for those who received the supplemental notice, for whom the deadline was extended to October 25, 2022 to ensure they had at least sixty (60) days to object or opt-out.

As of October 3, Angeion has received 2,837 claims, 5 requests to opt out, and no objections. Weisbrot Decl. ¶¶ 28-30. Plaintiffs will provide updated numbers in their reply brief in support of final approval, which is due on November 8, 2022. The final approval hearing is scheduled for November 15, 2022.

As Angeion attests in its declaration:

In my professional opinion, the proposed Notice Plan is the best notice that is practicable under the circumstances and fully comports with due process and Federal Rule of Civil Procedure 23. The Notice Plan provides for individual direct notice to the Settlement Class Members via email and/or mail, combined with the

implementation of a dedicated website and toll-free telephone support to further inform Settlement Class Members of their rights and options pursuant to the terms of the Settlement.

Weisbrot Decl. ¶ 32.

### III. ARGUMENT

Final approval is a multi-step inquiry: first, the Court must certify the proposed settlement class; second, it must determine that the settlement proposal is “fair, reasonable, and adequate;” and third, it must assess whether notice has been provided in a manner consistent with Rule 23 and due process. Fed. R. Civ. P. 23(e)(2). The Proposed Settlement satisfies each of these requirements.

#### A. The Settlement Class Meets All the Requirements For Certification.

Federal Rule of Civil Procedure 23(a) provides that a movant must meet four requirements to be entitled to class certification: numerosity, commonality, typicality, and adequacy of representation. Fed. R. Civ. P. 23(a). In addition, Federal Rule of Civil Procedure 23(b)(3) provides that the movant must show both (i) that common questions predominate over any questions affecting only individual members, and (ii) that class resolution is superior to other available methods for the fair and efficient adjudication of the controversy. Fed. R. Civ. P. 23(b)(3).

In its Preliminary Approval Order, the Court preliminarily approved the following Settlement Class definition:

All persons or entities in the United States who purchased a ticket for a BA flight:

- a. where BA later canceled that flight between March 1, 2020 and December 31, 2021; and
- b. the customer did not cancel the flight or fail to show for the first leg of the flight prior to the cancellation of a later leg; and
- c. the customer did not receive a refund or rebooking from BA; and
- d. the customer received a voucher from BA and (1) with respect to the March 1 - November 19 Settlement Class Members did not already use the entire full value of the voucher; and (2) with respect to the November 20 - December 31 Settlement Class Members did not already use their voucher in whole or in part.

**“March 1 – November 19 Settlement Class Members”** means all Settlement Class Members who purchased a ticket for a BA flight where BA later canceled that flight between March 1, 2020 and November 19, 2020.

**“November 20 – December 31 Settlement Class Members”** means all Settlement Class Members who purchased a ticket for a BA flight where BA later cancelled that flight between November 20, 2020 and December 31, 2021.<sup>1</sup>

ECF No. 113.

The class definition is somewhat narrower than the putative class definition in the operative complaint. *See* ECF No. 30 at ¶ 71. Such revisions are common, since “[s]ettlement review also may provide an occasion to review the cogency of the initial class definition.” Fed. R. Civ. P. 23(e)(1) advisory committee’s note to 2018 amendment; *see also Abraham v. WPX Energy Prod., LLC*, 322 F.R.D. 592, 611 (D.N.M. 2017) (concluding that “a plaintiff is not bound to the class definition in the operative complaint”); *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.*, 302 F.R.D. 448, 463 (N.D. Ohio 2014) (modifying a class definition after class certification to exclude certain class members whose inclusion would make the class not satisfy the requirements of Rule 23).

In particular, the revised class definition excludes two notable categories of passengers. First, the class definition excludes those passengers who canceled their flight or failed to show for the first leg of the flight prior to any cancellation of a later leg. Second, the class definition excludes those passengers whose flights were canceled after November 19, 2020, who received a voucher despite BA having changed its website to include an option for claiming a refund, and who used the voucher in whole or in part. The individuals in these two categories are much

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<sup>1</sup> The Settlement Class excludes: (1) all persons who validly opt out of the Settlement in a timely manner; (2) governmental entities; (3) counsel of record (and their respective law firms) for the Parties; (4) BA’s officers, directors, and employees; (5) any judge to whom the Litigation is assigned, along with his or her staff; and (6) anyone who has already released the Released Claims. ECF No. 113.

differently postured than settlement class members, and their claims would be significantly more difficult to certify and prevail on at trial. While these individuals will receive no benefits from the settlement, they also will not release any claims that they may have.<sup>2</sup>

For the class definition described above, all of the requirements of Rule 23(a) and (b)(3) are satisfied.

**1. The class is numerous.**

“In the Second Circuit, numerosity is presumed for classes of 40 or more.” *In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litig.*, 335 F.R.D. 1, 11 (E.D.N.Y. 2020) (citing *Consol. Rail Corp. v. Town of Hyde Park*, 47 F.3d 473, 483 (2d Cir. 1995)). “At the same time, ‘[c]ourts have not required evidence of exact class size or identity of class members in order to satisfy the numerosity requirement.’” *Brooklyn Ctr. for Indep. of the Disabled v. Bloomberg*, 290 F.R.D. 409, 418 (S.D.N.Y. 2012) (quoting *Robidoux v. Celani*, 987 F.2d 931, 935 (2d Cir. 1993)). Here, the class is estimated to consist of more than 20,000 individuals.

**2. There are questions of law and fact common to the class.**

Commonality is satisfied when class members “have claims that depend upon a common contention, that is capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Brooklyn Ctr.*, 290 F.R.D. at 418 (internal quotation marks omitted). This requirement “is not demanding and is met so long as there is at least one issue common to the class.” *Id.* (internal quotation marks omitted).

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<sup>2</sup> Compared to the class definition in the complaint, this class definition also does not include passengers whose flights were canceled in January or February 2020. The Covid-related disruptions that affected BA flights, including a partial travel ban between the United States and Europe and local lockdowns, began in March 2020.

There are numerous common questions of law and fact here, including:

- Whether BA took deliberate acts, such as changing its website, that hindered passengers' ability to request a refund for canceled flights;
- Whether hindering passengers' ability to request a refund for canceled flights constitutes a breach of BA's Conditions of Carriage; and
- Whether vouchers are one of the remedies that BA may offer to its passengers for canceled flights.

**3. The named plaintiffs' claims and defenses are typical.**

The commonality and typicality requirements “tend to merge.” *Ge Dandong v. Pinnacle Performance Ltd.*, No. 10 CIV. 8086 JMF, 2013 WL 5658790, at \*5 (S.D.N.Y. Oct. 17, 2013). Typicality “is satisfied when each class member’s claim arises from the same course of events, and each class member makes similar legal arguments to prove the defendant’s liability.” *Beach v. JPMorgan Chase Bank, Nat’l Ass’n*, No. 17-CV-563 (JMF), 2019 WL 2428631, at \*7 (S.D.N.Y. June 11, 2019) (internal quotation marks omitted). When “the alleged injuries derive from a unitary course of conduct by a single system, typicality is generally found. *Brooklyn Ctr.*, 290 F.R.D. at 419 (internal quotation marks omitted).

Here, the named plaintiffs and all members of the class are in essentially the same situation: they booked a ticket on a BA flight, BA canceled the flight, and they received a voucher rather than a refund. All claim that BA did not adequately provide them the opportunity to choose a refund and that BA thus breached the COC. Typicality is satisfied.

**4. The named plaintiffs are adequate.**

“Class representatives can adequately represent a class if they (1) have an interest in vigorously pursuing the claims of the class and (2) have no interests antagonistic to the interests of other class members.” *Beach*, 2019 WL 2428631, at \*8 (internal quotation marks omitted).

The named plaintiffs have an interest in vigorously pursuing the claims of the class because they seek the same relief for themselves as for the rest of the class: the opportunity to obtain refunds for their canceled flights. They have no interests antagonistic to the interests of other class members. They adequately represent the class.

The Court also considers whether “plaintiff’s attorneys are qualified, experienced, and able to conduct the litigation.” *Ge Dandong*, 2013 WL 5658790, at \*7; Fed. R. Civ. P. 23(g)(1) (“Unless a statute provides otherwise, a court that certifies a class must appoint class counsel.”). Plaintiffs’ attorneys are experienced in class actions and consumer litigation and are qualified to conduct this litigation. *See* Declaration of Adam Polk; Declaration of Shanon J. Carson.

**5. Common questions predominate over individualized ones.**

“The predominance requirement is satisfied ‘if resolution of some of the legal or factual questions that qualify each class member’s case as a genuine controversy can be achieved through generalized proof, and if these particular issues are more substantial than the issues subject only to individualized proof.’” *In re U.S. Foodservice Inc. Pricing Litig.*, 729 F.3d 108, 118 (2d Cir. 2013) (quoting *UFCW Local 1776 v. Eli Lilly & Co.*, 620 F.3d 121, 131 (2d Cir. 2010)). “For common questions to predominate over individual ones, it is not necessary for each element of plaintiffs’ claims to be susceptible to classwide proof, but only for common questions to predominate over any questions affecting only individual class members.” *Ge Dandong*, 2013 WL 5658790, at \*8 (internal quotation marks and brackets omitted). Often, predominance is “easier to satisfy in the settlement context.” *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 330 F.R.D. 11, 56 (E.D.N.Y. 2019) (quoting *In re Am. Int’l Grp., Inc. Sec. Litig.*, 689 F.3d 229, 240 (2d Cir. 2012)). “Whether a contract has been breached is a question of contract interpretation that does not vary from state to state.” *In re U.S. Foodservice Inc. Pricing Litig.*, No. 3:06-CV-1657 CFD, 2011 WL 6013551, at \*12 (D. Conn. Nov. 29, 2011), *aff’d*, 729

F.3d 108 (2d Cir. 2013); *see also Hanks v. Lincoln Life & Annuity Co. of New York*, 330 F.R.D. 374, 383 (S.D.N.Y. 2019) (holding that “the applicable legal standard for breach of contract is not materially different across jurisdictions”).

The principal questions in this case relate to BA’s actions, such as: the content and interpretation of the COC, BA’s refund policies throughout 2020 and 2021, the content of BA’s website at different times in the same time period, and the capacity of and scripts used by BA’s call center. These issues are largely the same for all class members, with some slight variations over time as BA changed its conduct at different stages of the pandemic. *See Zeno v. Ford Motor Co.*, 238 F.R.D. 173, 194 (W.D. Pa. 2006) (finding predominance met because the plaintiffs’ breach of contract theory “can be proved or disproved by reference to and interpretation of standard form documents”). Any individualized issues relating to the actions of specific class members are less significant than these common issues.

**6. A class action is superior to other available methods.**

In general, four factors are pertinent to superiority:

- (A) the class members’ interests in individually controlling the prosecution or defense of separate actions;
- (B) the extent and nature of any litigation concerning the controversy already begun by or against class members;
- (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
- (D) the likely difficulties in managing a class action.

Fed. R. Civ. P. 23(b)(3). “Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems, for the proposal is that there be no trial.” *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 620 (1997) (citation omitted). Hence, only factors (A)-(C) are relevant here.



All three pertinent factors favor certification. The named plaintiffs’ individual damages range from a few hundred to just over a thousand dollars, and there is no reason to believe that absent class members’ individual damages are significantly greater, so the class members have little interest in individually controlling the prosecution of separate actions. *Rodriguez v. It’s Just Lunch, Int’l*, 300 F.R.D. 125, 141 (S.D.N.Y. 2014) (“[T]he Court finds that the class members have little interest in controlling the litigation individually because it would be prohibitively expensive relative to the expected recovery.”) (internal quotation marks omitted). There are no similar lawsuits filed by class members, and it is desirable to concentrate the litigation in this forum because BA’s North American headquarters is in this District. *See id.*

**B. The Proposed Settlement Should Be Granted Final Approval.**

Approval of a class action settlement “typically occurs in two stages:” first, “preliminary approval—where ‘prior to notice to the class, a court makes a preliminary evaluation of fairness,’” and second, “final approval—where ‘notice of a hearing is given to the class members, [and] class members and settling parties are provided the opportunity to be heard on the question of final court approval.’” *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 330 F.R.D. 11, 27 (E.D.N.Y. 2019) (quoting *In re LIBOR-Based Financial Instruments Antitrust Litig.*, No. 11-CV-5450, 2016 WL 7625708, at \*2 (S.D.N.Y. Dec. 21, 2016)). The Court granted preliminary approval on June 1, 2022. ECF No. 113. The final approval hearing is scheduled for November 15, 2022. ECF No. 117.

With respect to whether the settlement warrants final approval under Rule 23(e)(2), courts consider whether:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account:

- (i) the costs, risks, and delay of trial and appeal;
- (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
- (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and
- (iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2); *see also City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974) (listing factors), *abrogated on other grounds by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000).

Courts also analyze certain non-enumerated factors—in the Second Circuit, the *Grinnell* factors—because the factors in Rule 23(e)(2) were intended “not to displace any factor” previously developed by courts to analyze class action settlements “but rather to focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal.” Fed. R. Civ. P. 23(e)(2) advisory committee’s note to 2018 amendment; *see In re Namenda Direct Purchaser Antitrust Litig.*, 462 F. Supp. 3d 307, 311-15 (S.D.N.Y. 2020). Many of the *Grinnell* factors are substantively similar to those in Rule 23(e)(2) and may be considered together.<sup>3</sup>

In this analysis, “[c]ourts should remain mindful . . . ‘of the “strong judicial policy in favor of settlements, particularly in the class action context.”’” *Interchange Fee*, 330 F.R.D. at 27 (quoting *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 116 (2d Cir. 2005)). From

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<sup>3</sup> Specifically, the first, fourth, fifth, eighth, and ninth *Grinnell* factors are largely the same as the analysis under Rule 23(e)(2). These factors are, respectively: the complexity, expense, and likely duration of the litigation; the risk of establishing liability; the risk of establishing damages; the range of reasonableness of the settlement fund in light of the best possible recovery; and the range of reasonableness of the settlement fund in light of all the attendant risks of litigation. *See Namenda*, 462 F. Supp. 3d at 311-15.

that starting point, the Court looks to both the procedural and the substantive fairness of the proposed settlement. *See Babcock v. C. Tech Collections Inc.*, Nos. 1:14-CV-3124 (MDG), 2:14-CV-3576 (MDG), 2017 WL 1155767, at \*4 (E.D.N.Y. Mar. 27, 2017) (citing *Wal-Mart*, 396 F.3d at 116). Both considerations weigh in favor of final approval here.

**1. The Proposed Settlement is procedurally fair.**

The first two factors in Rule 23(e)(2) concern the procedural fairness of a settlement. Fed. R. Civ. P. 23(e)(2) advisory committee’s note to 2018 amendment; *Namenda*, 462 F. Supp. 3d at 311. “A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm’s-length negotiations between experienced, capable counsel.” *Puddu v. 6D Glob. Techs., Inc.*, No. 15-CV-8061 (AJN), 2021 WL 1910656, at \*4 (S.D.N.Y. May 12, 2021) (quoting *Wal-Mart*, 396 F.3d at 116). There is also “a presumption of fairness when a settlement is reached with the assistance of a mediator.” *Id.*; *see also In re PaineWebber Ltd., P’ships Litig.*, 171 F.R.D. 104, 125 (S.D.N.Y. 1997), *aff’d*, 117 F.3d 721 (2d Cir. 1997).

Here, the Proposed Settlement has a presumption of fairness because it was reached with the assistance of an experienced mediator, Judge Diane M. Welsh, who held a full-day session with the parties on January 14, 2021, and subsequently supervised two months of negotiations. The negotiations were at arm’s-length, *see* Fed. R. Civ. P. 23(e)(2)(B), and, as discussed further above, counsel for Plaintiffs are experienced in consumer class actions. Discovery of the named plaintiffs was substantially complete, and British Airways produced nearly 30,000 pages of documents. Enough discovery was completed that the parties were adequately informed about the strengths and weaknesses of the case. *See D’Amato v. Deutsche Bank*, 236 F.3d 78, 87 (2d Cir. 2001) (affirming settlement approval when “although no formal discovery had taken place, the parties had engaged in an extensive exchange of documents and other information”). BA also produced further confirmatory discovery after the parties reached the settlement. *In re Nissan*

*Radiator/Transmission Cooler Litig.*, No. 10 CV 7493 VB, 2013 WL 4080946, at \*5 (S.D.N.Y. May 30, 2013) (granting final approval in part because the parties “engaged in confirmatory discovery in support of the proposed settlement”). Hence, this settlement bears the hallmarks of procedural fairness. *See McReynolds v. Richards-Cantave*, 588 F.3d 790, 804 (2d Cir. 2009) (holding that a settlement was procedurally fair because it was the product of arm’s-length negotiations between experienced counsel after substantial discovery).

Furthermore, the class representatives and class counsel have adequately represented the class. *See* Fed. R. Civ. P. 23(e)(2)(A). Plaintiffs Ide and Steele-Clark have performed all the duties of class representatives, including producing documents, answering interrogatories, sitting for depositions, and keeping informed regarding—and providing strategic input to advance—the progress of the litigation. Moreover, for settlement, “the focus at this point is on the actual performance of counsel acting on behalf of the class.” Fed. R. Civ. P. 23(e)(2) advisory committee’s note to 2018 amendment. Here, class counsel defeated a motion to dismiss, ECF No. 53, and has vigorously pursued discovery, including substantially completing plaintiff discovery and completing negotiations regarding search parameters for BA’s custodial searches. When the parties could not reach agreement regarding discovery, Plaintiffs brought the dispute to the Court and substantially prevailed. *See* ECF No. 72.

## **2. The Proposed Settlement is substantively adequate.**

The second two factors in Rule 23(e)(2) concern the substantive adequacy of the settlement. Fed. R. Civ. P. 23(e)(2) advisory committee’s note to 2018 amendment. At this stage, the primary pertinent factor is the relief to the class, taking into account “the costs, risks, and delay of trial and appeal.” Fed. R. Civ. P. 23(e)(2)(C)(i). “The adequacy of the amount achieved in settlement may not be judged in comparison with the possible recovery in the best of all possible worlds, but rather in light of the strengths and weaknesses of plaintiffs’ case.” *In re*

*Giant Interactive Grp., Inc. Sec. Litig.*, 279 F.R.D. 151, 162 (S.D.N.Y. 2011) (internal quotation marks omitted). “[W]e must examine whether the settlement amount lies within a range of reasonableness, which range reflects the uncertainties of law and fact in any particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion.” *In re IMAX Sec. Litig.*, 283 F.R.D. 178, 191 (S.D.N.Y. 2012) (internal quotation marks omitted).

**a. The Proposed Settlement provides the core relief that Plaintiffs sought, and more.**

The Proposed Settlement provides the Settlement Class with significant economic consideration, and more than they would likely receive if they litigated this case through trial. The essence of Plaintiffs’ breach-of-contract claim was that BA’s customers were deprived of the opportunity to request a refund. *See* ECF No. 53 (“[T]he Non-Arbitration Plaintiffs plausibly allege that British Airways breached the COC by preventing them from choosing their preferred remedy under Section 9(b)(3), namely, a refund of their ticket price.”). Under the CPC Proposal and the Proposed Settlement, BA will offer all Settlement Class Members the opportunity to request a refund. This secures the core relief that Plaintiffs sought. In addition, March 1–November 19 Passengers will receive the opportunity to receive four percent of the value of the purchase price less the value of any voucher used by the passenger, with a minimum payment of \$25.

The value of the relief to the class also appropriately reflects the risks of continued litigation. BA has represented that it would oppose class certification on multiple grounds, including that the precise factual circumstances that led to each customer not obtaining a refund are too disparate and will predominate over any common issues, among other arguments. *See* ECF No. 108. Plaintiffs do not expect that these arguments would have prevailed, but continued

litigation carries risk that the Court would narrow or perhaps even not certify the class for litigation purposes.

Also, on the merits, BA denies all liability. BA contends that refunds were always available to Plaintiffs and the Settlement Class, that Plaintiffs and the Settlement Class were not misled by BA's voucher page or otherwise found it confusing, and that Plaintiffs and the settlement class voluntarily requested, accepted (and in some circumstances, subsequently used) vouchers, raising such defenses as accord and satisfaction. BA will be able to point out that many passengers with canceled flights were able to contact BA and did obtain refunds, and many passengers who obtained vouchers have used them. BA contends that these facts show that BA fully performed under the COC. While Plaintiffs believe that they could defeat these defenses on the merits, these defenses present a significant risk of non-recovery.<sup>4</sup>

Pursuing a litigated outcome would also involve substantial delay. Preparation of experts reports would require significant expense, which would ultimately be borne by the class. After that, the parties would have to brief motions for class certification, *Daubert* challenges, and summary judgment, followed by preparation for trial. Thus, Plaintiffs could not realistically expect to go to trial before the second half of 2023. Assuming Plaintiffs prevailed at trial, BA would appeal, adding another year or more.<sup>5</sup> But a large segment of the class has been waiting for a refund since 2020. Adding several years of additional delay and expense would not be in the best interests of the class.

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<sup>4</sup> BA provided its views regarding class certification and the merits in response to Plaintiffs' motion for preliminary approval. *See* ECF No. 108.

<sup>5</sup> [https://www.uscourts.gov/sites/default/files/data\\_tables/fcms\\_na\\_appsummary0331.2021.pdf](https://www.uscourts.gov/sites/default/files/data_tables/fcms_na_appsummary0331.2021.pdf) at 2 (median time from notice of appeal to disposition in the Second Circuit is 14.2 months).

**b. The allocation is equitable.**

The difference in relief provided to the March 1–November 19 Passengers and to the rest of the class reflects the fact that on November 19, 2020, BA added a functionality to its website to allow consumers to request a refund on its website and the relief already provided to the March 1–November 19 Passengers under the CPC Proposal. Hence, class members after that date face significantly greater hurdles in establishing that BA breached its contract by not providing an easily usable way for passengers to request their preferred remedy. For this reason, March 1–November 19 Passengers are eligible to receive an additional cash payment on top of their refund. This difference in remedies treats class members equitably because it reflects key underlying factual differences. *See Swinton v. SquareTrade, Inc.*, 454 F. Supp. 3d 848, 875 (S.D. Iowa 2020) (approving a settlement where “the differences in the benefits bestowed upon Refund Class Members and non-Refund Class Members reflect the differences in their respective injuries and the strength of their respective claims”), *appeal dismissed*, No. 20-2002, 2020 WL 6743476 (8th Cir. June 18, 2020).

A final benefit of the Proposed Settlement is that passengers who did not receive a voucher but otherwise would be class members will receive a notice of remedies. Some passengers may not have tried to contact BA or may have given up pursuing a remedy after, for example, failing to reach a customer service agent at BA’s call center or after finding only a voucher form, rather than a refund form, on BA’s website. This notice of remedies thus notifies these passengers of their opportunity to request a remedy, such as a refund, through BA’s website. This relief is tailored to these passengers’ specific circumstances. These passengers are also not releasing any claims they may have against BA.

**c. The settlement provisions for attorney fees and service awards are reasonable.**

After agreeing to the key terms of the Proposed Settlement, the parties also agreed that, separate from the relief provided to the class, subject to Court approval, BA will pay up to \$1.26 million for Plaintiffs' attorney fees, up to \$16,250 for Plaintiffs' attorney expenses, and up to \$5,000 each to Mr. Ide and Ms. Steele-Clark. The relief made available to settlement class members was not contingent upon, or even negotiated concurrently with, the payment of attorneys' fees. *See In re Sony SXRDRear Projection Television Class Action Litig.*, No. 06 CIV. 5173 (RPP), 2008 WL 1956267, at \*15 (S.D.N.Y. May 1, 2008) (“[T]he fee was negotiated only *after* agreement had been reached on the substantive terms of the Proposed Settlement benefiting the class. This tends to eliminate any danger of the amount of attorneys' fees affecting the amount of the class recovery.”). Plaintiffs provide detailed support for their request for attorney fees and service awards concurrently.

**d. The resolutions of Plaintiff Tenn's and Plaintiff Dominique's claims do not affect the fairness of the Proposed Settlement.**

Separate from the Proposed Settlement, Plaintiff Philip Tenn and Plaintiff Donald Dominique, Jr., have entered into individual settlements with BA. Discovery revealed that Mr. Tenn and Mr. Dominique do not meet the definitions for settlement class members. Plaintiff Tenn cancelled his booking prior to BA canceling any of his flights, and Plaintiff Dominique did not board his outbound flight. Consumers like Plaintiff Tenn and Plaintiff Dominique are not included in the settlement class. Accordingly, the parties negotiated individual settlements to resolve their claims.

Their individual settlements were negotiated only after relief for the settlement class, and therefore had no effect on the negotiation or relief for the settlement class. Separate settlements with individual claimants are common. *See, e.g., Hochstadt v. Bos. Sci. Corp.*, 708 F. Supp. 2d



95, 100 (D. Mass. 2010) (approving settlement in which two individual plaintiffs separately settled their claims). So long as the circumstances do not suggest a conflict of interest, as is the case here, the separate resolution of these claims do not affect the fairness of the proposed settlement. *Id.* at 100 n.7 (noting that the separate settlements “will not affect the amount being paid under the proposed class settlement” and that they do “not derogate from or otherwise adversely affect the proposed Class Settlement before me.”)

**3. The remaining *Grinnell* factors weigh in favor of approval or are neutral.**

The second *Grinnell* factor—the reaction of the class—weighs in favor of the Proposed Settlement. “It is well settled that the reaction of the class to the settlement is perhaps the most significant factor to be weighed in considering its adequacy. In fact, the lack of objections may well evidence the fairness of the Settlement.” *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, No. 05-MD-1720 (MKB) (JO), 2019 WL 6875472, at \*16 (E.D.N.Y. Dec. 16, 2019) (quoting *In re MetLife Demutualization Litig.*, 689 F. Supp. 2d 297, 333 (E.D.N.Y. 2010)).

Here, as of the date of the filing, no objections and only five requests to opt out have been received. The claims administrator has received 2,837 claims out of approximately 26,066 class members.<sup>6</sup> Weisbrot Decl. ¶¶ 11, 19. Claims from the Supplemental Notice group are still being submitted, and Angeion’s review of the validity of claims is ongoing, but the claims rate falls well within the range of approval. *See Melito v. Am. Eagle Outfitters, Inc.*, No. 14-CV-2440 (VEC), 2017 WL 3995619, at \*12 (S.D.N.Y. Sept. 11, 2017) (finding that this factor weighs in favor of approval with a claims rate of six percent and few objections or opt-outs); *see also*

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<sup>6</sup> The Settlement Administrator has not yet validated these claims.

*Zepeda v. PayPal, Inc.*, No. C 10-1668 SBA, 2017 WL 1113293, at \*16 (N.D. Cal. Mar. 24, 2017) (finding that the “reaction of the Settlement Class is favorable” with a 2.8% claims rate and few objections or opt-outs); *In re LinkedIn User Priv. Litig.*, 309 F.R.D. 573, 589 (N.D. Cal. 2015) (finding an “overall positive reaction by the class” with a roughly six percent claims rate and few objections or opt-outs). Plaintiffs will update the Court on the final numbers on the date of their reply brief in support of final approval, which is due after the deadline for claims, objections, or requests to opt out.

The third *Grinnell* factor is the stage of the proceedings and the amount of discovery completed, with a focus on whether the case was sufficiently advanced that the parties were sufficiently informed regarding the strengths and weaknesses of the case. *See In re Forest Lab’ys, Inc. Sec. Litig.*, No. 05 CIV. 2827 (RMB), 2009 WL 10738220, at \*4 (S.D.N.Y. May 15, 2009). Here, after a decision on a motion to dismiss, plaintiff discovery, and certain core discovery of BA, the parties were sufficiently informed that this factor weighs in favor of approval. *See id.* Moreover, the parties completed additional confirmatory discovery before executing the settlement agreement.

The sixth factor is the risk of maintaining the class action through trial. “In any representative action, the risk of maintaining class status through trial is present.” *Asare v. Change Grp. of New York, Inc.*, No. 12 CIV. 3371 CM, 2013 WL 6144764, at \*12 (S.D.N.Y. Nov. 18, 2013). This case is no exception: as discussed above, BA’s position is that it had strong defenses for class certification, and also as to each named plaintiffs’ claims at summary judgment. *See* ECF No. 108. Hence, this factor weighs in favor of approval. *Id.*

The seventh *Grinnell* factor—whether the defendant is able to withstand a greater judgment—“is typically relevant only when a settlement is less than what it might otherwise be

but for the fact that the defendant’s financial circumstances do not permit a greater settlement.”  
*Namenda*, 462 F. Supp. 3d at 314. This factor is thus neutral here.

**C. Notice Was Reasonable and Appropriate.**

The Court must also ensure that notice was appropriate. *See* Fed. R. Civ. P. 23(e)(1) (explaining that the Court “must direct notice in a reasonable manner to all class members who would be bound by the proposal”). First, “[a] notice program must provide the ‘best notice practicable under the circumstances’ including individual notice to all members who can be identified through reasonable effort.” *In re Advanced Battery Techs., Inc. Sec. Litig.*, 298 F.R.D. 171, 182 (S.D.N.Y. 2014). Second, “[i]f the average class member understands ‘the terms of the proposed settlement and of the options that are open to them in connection with [the] proceedings,’ then the notice is adequate.” *Vaccaro v. New Source Energy Partners L.P.*, No. 15 CV 8954 (KMW), 2017 WL 6398636, at \*3 (S.D.N.Y. Dec. 14, 2017) (quoting *Weinberger v. Kendrick*, 698 F.2d 61, 70 (2d Cir. 1982)).

This Court correctly found on preliminary approval that notice met these requirements. The parties e-mailed plain language notice of the Settlement to all Class Members for whom BA has an active e-mail address (over 93% of the proposed class). And a plain language postcard notice was sent via first-class mail to those few Class Members for whom BA does not have a current e-mail address. The Notice to the Class contained information about how to exclude oneself, object to the settlement or fee application, or file a claim. Supplemental Class Members have sixty (60) days from the date of original mailing/emailing to submit opt-out requests or to comment on or object to the Settlement, while all other Class Members had eighty (80) days. This was sufficient time to give Class Members a fair opportunity to respond.

#### IV. CONCLUSION

For the above reasons, Plaintiffs request that the Court grant final approval to the settlement, certify the settlement class, and enter the proposed order dismissing the action with prejudice.

Respectfully submitted,

Dated: October 4, 2022

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

STEPHEN IDE, et al., on behalf of themselves  
and all others similarly situated,

Plaintiff,

v.

BRITISH AIRWAYS, PLC (UK),

Defendant.

Case No. 1:20-cv-03542-JMF

**PLAINTIFFS' REPLY IN SUPPORT  
OF MOTION FOR FINAL  
APPROVAL OF SETTLEMENT,  
CLASS CERTIFICATION, AND  
ORDER OF DISMISSAL WITH  
PREJUDICE**

## I. INTRODUCTION

On October 4, 2022, Plaintiffs moved for final approval of the settlement, certification of the Settlement Class, dismissal of the case with prejudice, and an award of attorney fees, expenses, and service awards. *See* ECF Nos. 118, 121. At that time, the deadline for most class members to submit a claim form had passed, but the deadlines for class members who received a supplemental notice to submit a claim form and for class members to object or opt out were later in October. Those deadlines have now passed, and Plaintiffs provide the following updated information.

The claims administrator Angeion has received 1,127 claims submitted by individuals identified on the Class List, 10 requests to opt out, and no objections. *See* Declaration of Lacey Rose ¶¶ 3-5. The reaction of the class accordingly supports the conclusion that the settlement is fair, reasonable, and adequate because “[t]he lack of any objections from Class members is an extremely strong indication that the Settlement is fair.” *In re Marsh ERISA Litig.*, 265 F.R.D. 128, 139 (S.D.N.Y. 2010); *see also Sakiko Fujiwara v. Sushi Yasuda Ltd.*, 58 F. Supp. 3d 424, 433 (S.D.N.Y. 2014) (“The fact that the vast majority of class members neither objected nor opted out is a strong indication that the proposed settlement is fair, reasonable, and adequate.” (quoting *Wright v. Stern*, 553 F. Supp. 2d 337, 345 (S.D.N.Y. 2008))). The number of claims by individuals on the Class List is also reasonable. *See Jones v. Monsanto Co.*, 38 F.4th 693, 698 (8th Cir. 2022) (affirming approval of settlement with a claims rate of 3%); *Schneider v. Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 599 (N.D. Cal. 2020) (approving settlement with claims rate of 0.83%). The number of claims does not include responses to the Notice of Availability of Remedies, which will go out to non–class members after final approval of the settlement.

In Plaintiffs’ opening memorandum, Plaintiffs stated that the “proposed final approval order will be submitted in conjunction with the reply brief on this motion so that the final number of objections and opt-outs can be included in the order.” ECF No. 119 at 7. The proposed final approval order accompanies this reply.

## II. CONCLUSION

For the above reasons, Plaintiffs request that the Court grant the motions in their entirety.

Respectfully submitted,

Dated: November 8, 2022

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IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

STEPHEN IDE et al., on behalf of themselves  
and all others similarly situated,

Case No. 20-cv-03542-JMF

Plaintiffs,

v.

BRITISH AIRWAYS, PLC (UK),

Defendant.

**DECLARATION OF LACEY ROSE RE: CLAIM FORMS, EXCLUSIONS, AND  
OBJECTIONS**

I, **LACEY ROSE**, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct to the best of my knowledge:

1. I am a Project Manager with Angeion Group, LLC (“Angeion”), the Settlement Administrator retained in this matter, located at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. I am over 21 years of age and am not a party to this action. I have personal knowledge of the facts set forth herein.

2. The purpose of this Declaration is to provide the Court with a summary of the claims filed, requests for exclusion received, and objections.

**CLAIM FORMS**

3. The deadline for Initial Class Members to submit a Claim Form was October 3, 2022 and deadline for the Supplemental Class Members is October 25, 2022. As of November 3, 2022, Angeion has received 9,294 Claim Form submissions. Of these 9,294 submissions, 1,127 were submitted by individuals identified on the Class List, 7,809 were submitted by individuals who could not be matched to the Class List, and 358 were identified as duplicative of other claims filed.

**EXCLUSIONS & OBJECTIONS**

4. The deadline for Initial Class Members to submit a request for exclusion from the Settlement was October 11, 2022 and the deadline for the Supplemental Class Members was October 25, 2022. As of the date of this declaration, Angeion has received ten (10) exclusion requests. Attached hereto as **Exhibit A** is a list of names of the individuals who submitted exclusion requests.

5. The deadline for Initial Class Members to submit an objection to the Settlement was October 11, 2022 and the deadline for the Supplemental Class Members was October 25, 2022. As of the date of this declaration, Angeion has not received and has not been made aware of any written objections.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed at Las Vegas, Nevada, this 8<sup>th</sup> day of November, 2022.

  
\_\_\_\_\_  
LACEY ROSE, Declarant

# EXHIBIT A

*Ide, et al. v. British Airways, PLC*

Exclusion Report

	FIRST NAME	LAST NAME
1	NICOLE	FONDA
2	JUSTIN	GODWIN
3	HEATHER	HALBERG
4	ALEXANDRE	HOFFMAN
5	LADSLAS T	KARANJA
6	BRUCE	KOOYMAN
7	MARY P	MARIANI
8	CYNTHIA P	MCCAGUE
9	DIANA	POULIN
10	MARIA C	SEVERSON



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1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF NEW YORK

3 STEPHEN IDE, ET AL,

4 Plaintiffs,

5 v.

20 CV 03542

6 BRITISH AIRWAYS, PLC,

7 Defendant.

Conference

8  
9 New York, N.Y.  
November 14, 2022  
3:00 p.m.

10 Before:

11 HON. JESSE M. FURMAN,

12 District Judge

13  
14 APPEARANCES

15 GIRARD SHARP, LLC  
Attorneys for Plaintiffs  
16 BY: TOM WATTS  
ADAM POLK  
17 JOHN ALBANESE

18 DLA PIPER US, LLP  
Attorneys for Defendant  
19 BY: KEARA GORDON  
COLLEEN CAREY GULLIVER  
20 HALEY TORREY

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1 (Case called)

2 THE COURT: Before I take appearances, a couple quick  
3 reminders. Number one, please mute the phone if you can to  
4 avoid background noise, and remember to unmute if you wish to  
5 say something. And please begin with your name, so the record  
6 and I are clear.

7 Remember this is a public conference. We have a  
8 second public conference up and running, and if at any point  
9 during this proceeding counsel learns that that line is not  
10 working, please bring it to my mind immediately so we can  
11 address that right away.

12 And, finally, a reminder that this proceeding cannot  
13 be recorded or rebroadcast.

14 With that I'll take appearances.

15 (Appearances noted)

16 THE COURT: We're here for the fairness hearing. I  
17 did receive the motion papers filed in support of approval both  
18 in the settlement and fees, costs, and service awards. I've  
19 got most recently the reply submissions, and there were no  
20 objections filed. There were some opt outs, as we'll get to,  
21 but, you know, I guess let me start to make sure that there's  
22 nothing else that I should be aware of, any material updates  
23 since the reply submissions were filed.

24 So, Mr. Polk, let me turn to you.

25 MR. POLK: Your Honor, in terms of today's hearing,



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1 consistent with the Court's standing order which encourages  
2 participation by junior lawyers, Tom Watts, who you can  
3 probably see from the papers performed the bulk of the work in  
4 this case, has prepared and is going to take the lead for the  
5 plaintiffs.

6 THE COURT: Great. Happy to do that. I appreciate  
7 your doing that.

8 Mr. Watts, so the question is to you, is there  
9 anything else that I should be aware of beyond what's in the  
10 reply papers, any additional opt outs, objections that you've  
11 received, anything of that sort, any change in the claims data,  
12 so on and so forth?

13 MR. WATTS: No. No material updates since the reply  
14 brief, Your Honor.

15 THE COURT: Okay. So am I correct I think it was ten  
16 opt outs in total? Is that correct?

17 MR. WATTS: Yes, your Honor.

18 THE COURT: Alright. Very good. Well, in that case,  
19 I don't mean to deprive you of an opportunity, Mr. Watts, but  
20 your papers were excellent and gave me most of what I needed  
21 here, and that -- I don't need to belabor the point and can  
22 proceed directly to my ruling on the motions. And so with  
23 that, I'll proceed.

24 And I guess before that I should check with opposing  
25 counsel. No developments, updates before I --

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1 MS. TORREY: No, your Honor. This is a Haley Torrey.  
2 We have no further updates.

3 THE COURT: Great. In that case, I will indeed  
4 proceed.

5 On June 1st I preliminarily approved a settlement and  
6 certified a settlement class. That's ECF No. 113. In that  
7 same order, I approved a plan of notice, set deadlines for the  
8 filing of claims, exclusions, objections, and final approval  
9 papers, and set a date for this fairness hearing, which was  
10 modified from tomorrow to today by order last week.

11 Now, upon review of the plaintiffs unopposed motion  
12 for final approval of the settlement, which is ECF No. 118, the  
13 motion is granted substantially for the reasons set forth in  
14 plaintiffs' thorough memoranda of law, including the initial  
15 memorandum at ECF No. 119 and the reply memorandum at ECF No.  
16 125.

17 As an initial matter, nothing material having changed  
18 since my preliminary certification order, I find that  
19 certification of the settlement class and appointment of the  
20 named plaintiffs and class counsel pursuant to Rule 23 are  
21 appropriate. See the Settlement Mem. at 8-14. I also find  
22 that the notice, which included direct notice to more than 93  
23 percent of the class, see Settlement Mem. at seven, satisfies  
24 the requirements of both Rule 23(e)(1) and the Due Process  
25 Clause.

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1           Second, I find that the settlement itself is fair,  
2 reasonable, and adequate in light of the factors set forth in  
3 Rule 23(e)(2) and *City of Detroit v. Grinnell Corp.*, 495 F.2d  
4 448, 463, (2d Cir. 1974). These factors include "the  
5 complexity of the litigation, comparison of the proposed  
6 settlement with the likely result of litigation, experience of  
7 class counsel, scope of discovery preceding settlement, and the  
8 ability of the defendant to satisfy a greater judgment." *In re*  
9 *Drexel Burnham Lambert Grp., Inc.*, 960 F.2d 285, 292 (2d Cir.  
10 1992).

11           Here, all of the so-called *Grinnell* factors favor  
12 approval except perhaps the ability of the defendant to satisfy  
13 a greater judgment, but that factor standing alone does not  
14 suggest that a settlement is unreasonable or unfair. See, for  
15 example, *Castagna v. Madison Square Garden*, 2011 WL 2208614, at  
16 7 (S.D.N.Y. June 7, 2011). Among other things, the settlement  
17 provides the class with as much, if not more, than it could  
18 have received had it prevailed at trial. See Settlement Mem.  
19 at 18-19. And the settlement was negotiated at arm's length by  
20 highly experienced counsel under the supervision of a mediator.  
21 See Settlement Mem. at 16-17. Moreover, the litigation was  
22 highly complex, with significant risks for the class, and  
23 plaintiffs had engaged in substantial litigation, including  
24 motion practice and discovery before and indeed to some extent  
25 after agreeing to a settlement. See Settlement Mem. at 16-17.

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1           Finally, the reaction of the class has been very  
2 positive. There were zero objections to the proposed  
3 settlement as I noted, and only ten valid requests for  
4 exclusion out of more than 25,000 class members. See Reply 1,  
5 at 1. I would have preferred the claims rate to be higher than  
6 it appears to be, but it is comparable to rates in other cases  
7 that have been approved. See Reply at 1 as well. In short, on  
8 balance of *Grinnell* factors strongly favor approval.

9           Two other notes. First, I find that the allocation  
10 plan and, in particular, the different relief afforded to the  
11 March 1 to November 19 passengers and to the rest of the class  
12 is fair and adequate and has a reasonable and rational basis  
13 taking into account the relative strength and values of  
14 different categories of claims. *In re Telik, Inc., Secs.*  
15 *Litig.*, 576 F. Supp. 2d 570, 581, (S.D.N.Y. 2008). See  
16 Settlement Mem. at 20. Second, I am persuaded that the  
17 separate settlement of plaintiff Tenn's and plaintiff  
18 Dominique's claims have no bearing on the fairness or  
19 reasonableness of the class settlement. See Settlement Mem. at  
20 21-22.

21           That leaves the motion for fees, costs, and service  
22 awards, which is ECF No. 121. The Second Circuit has  
23 articulated six factors, the so-called *Goldberger* factors that  
24 courts must consider when determining whether to award  
25 attorneys' fees when the settlement contains a common fund.

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1 See *In re World Trade Center Disaster Site Litigation*, 754 F.3d  
2 114, at 126 (2d Cir. 2014); and *Goldberger v. Integrated Res.,*  
3 *Inc.*, 209 F.3d 43, 50 (2d Cir. 2000). In addition to  
4 considering those factors, a court may use one of two methods  
5 to calculate attorneys' fees: the "lodestar" method or the  
6 "percentage of the fund" method. See, for example, *McDaniel v.*  
7 *County of Schenectady*, 595 F.3d 411, 417 (2d Cir. 2010). The  
8 trend in this circuit favors using the percentage method. See  
9 *Wal-Mart Stores, Inc., v. Visa U.S.A., Inc.*, 396 F.3d 96, 121  
10 (2d Cir. 2005), and conducting a lodestar cross-check.

11 Applying the *Goldberger* factors here, I find the  
12 proposed fee award of \$1,260,000 is reasonable. That fee,  
13 which was negotiated after the parties had reached a class  
14 settlement, represents 23 percent of what plaintiffs calculate  
15 as the total pool, a pool that is arguably even bigger given  
16 various costs that are not included in it. See the Fees Mem.  
17 at ECF No. 122 at pages 8-10. That percentage is consistent  
18 with if not lower than the percentage of fees commonly awarded  
19 in class actions in this district. See the Fee Mem. at 10,  
20 citing cases.

21 Moreover, the reasonableness of the fee award is  
22 further confirmed by the lodestar cross-check, which results in  
23 a multiplier of 1.42, which is comparable if not below those of  
24 other similar cases both within and outside of this district.  
25 See Mem. at 8, citing cases. That confirms that the "otherwise

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1 reasonable percentage fee" will not result in a windfall. *In*  
2 *re Colgate-Palmolive Co. ERISA Litig.*, 36 F. Supp. 3d 344, 353,  
3 (S.D.N.Y. 2014).

4 Once again, the reaction of the class supports that  
5 conclusion. No class member has objected to the proposed fee  
6 award, which is itself "powerful evidence that the requested  
7 fee is fair and reasonable." *In re Telik, Inc.*, 576 F. Supp.  
8 2d 570, 594.

9 Accordingly and without -- you know, without opining  
10 on the reasonableness of counsel's hourly rate or the hours  
11 expended, I exercise my "very broad discretion," that is  
12 *Goldberger*, 209 F.3d at 57, which I conclude that the proposed  
13 fee award is appropriate. I further find that lead counsel are  
14 entitled to the \$16,250 in expenses that they seek  
15 substantially for the reasons explained in their motion papers.  
16 See their Fee Mem. at 16-17.

17 And, finally, I approve the \$5,000 service awards to  
18 each of the class representatives, substantially for the  
19 reasons explained to me in their motion, as well at pages  
20 17-18. And see also the Carson Declaration, paragraphs 29-33;  
21 and *Hernandez v. Immortal Rise, Inc.*, 306 F.R.D. 91, 101  
22 (E.D.N.Y. 2015).

23 And that resolves the pending motions. I thank  
24 counsel for the excellent and thorough motion papers, which  
25 enabled me to do all that without much further from you.

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1 Unless there's an objection, I will go ahead and sign the  
2 proposed order and docket it after this proceeding, but let me  
3 check with you.

4 Mr. Watts, anything else, any objection to my signing  
5 the proposed order?

6 MR. WATTS: Your Honor, no. No objection to any of  
7 that. Thank you very much.

8 I do feel compelled to acknowledge we hear you on the  
9 claims rate. This is something that we are actively  
10 investigating as to all of our future cases.

11 THE COURT: Great. As I said, I didn't think it was a  
12 basis to withhold approval, but, you know, there may be many  
13 explanations for it. But definitely wish it was higher than it  
14 is.

15 Now, Ms. Torrey, anything from defendant, any  
16 objection to the proposed order?

17 MS. TORREY: No, your Honor. No objection.

18 THE COURT: Alright. Anything further?

19 MS. TORREY: Nothing further from us.

20 THE COURT: Alright. In that case, I will sign the  
21 proposed order, direct the clerk to close the case, and I think  
22 that concludes our proceeding. So my thanks to both sides, my  
23 commendation to you on settlement.

24 With that, we are adjourned. Thank you very much.

25 MR. POLK: Thank you, your Honor.

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MS. TORREY: Thank you, your Honor.

MR. WATTS: Thank you, your Honor.

(Adjourned)