

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ZHARIA CHARLES, individually and on behalf of  
all others similarly situated,

Plaintiff,

v.

COLOR FACTORY, LLC,

Defendant.

Civil Action No. 1:24-cv-00322-JSR

Hon. Jed S. Rakoff

**DECLARATION OF PHILIP L. FRAIETTA IN SUPPORT OF PLAINTIFF'S  
MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARD**

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

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

2. Attached hereto as **Exhibit 1** is a true and correct copy of the Parties' Class Action Settlement Agreement, and the exhibits attached thereto.

3. Before filing this case, my firm commenced a pre-suit investigation of companies' violations of the newly-enacted New York Arts and Cultural Affairs Law ("ACAL") § 25.07(4), including Defendants Color Factory, LLC ("Defendant"). The theory of liability was novel. No case had ever been brought under ACAL § 25.07(4), nor had any court issued an opinion interpreting the statute. Thus, our investigation was extensive and involved in-depth research

into the legislative history of ACAL § 25.07(4), issues pertaining to statutory interpretation under New York law, as well as factual research regarding Defendant's website and implementation of processing fees.

4. Despite knowing we were wading into uncharted waters, on January 16, 2024, Plaintiff and Class Counsel filed the Class Action Complaint in this matter. ECF No. 1. The material allegations of the Complaint center on Defendant's alleged failure to disclose a non-delineated "fee" in connection with the purchase of tickets to its Color Factory NYC location prior to those tickets being selected for purchase, in alleged violation of ACAL § 25.07(4). *See generally id.*

5. On March 8, 2024, Defendant responded to the Complaint by filing a motion to dismiss pursuant to Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6). ECF No. 15. On April 19, 2024, after full briefing and oral argument, the Court issued an Opinion and Order granting in part and denying in part Defendant's motion to dismiss. ECF Nos. 18, 20, and 23.

6. On May 3, 2024, Defendant filed an Answer to the Complaint denying the allegations generally and asserting 17 affirmative defenses. ECF No. 26.

7. During and after the pleadings, the Parties engaged in formal discovery, which included the exchange of written discovery, document productions, and a Rule 30(b)(6) deposition of Defendant.

8. The Parties also engaged in informal discovery as part of their settlement negotiations, which included the production of certain financial information by Defendant.

9. Discovery showed that Defendant collected and retained \$714,705.68 in fees from August 29, 2022 through and including January 23, 2024. It also showed that Defendant changed the purchase flow for tickets on its website to display the "Taxes & Fees" that was the

subject of this litigation when the ticket is first selected for purchase as of January 24, 2024.

10. On June 3, 2024, Plaintiff filed a motion for class certification. ECF No. 27.

11. Before and after Plaintiff filed her motion for class certification, counsel for the Parties engaged in numerous telephone calls to discuss settlement, and on June 8, 2024, the Parties reached agreement on all material terms of a class action settlement and executed a term sheet.

12. The next business day, the Parties informed the Court of their settlement by phone, and the Court stayed all case deadlines and directed Plaintiff to file a motion for preliminary approval on or before July 1, 2024. ECF No. 33.

13. In the weeks following, a Settlement Administrator was engaged and the Parties, in consultation with the Settlement Administrator on matters of notice and claims administration, negotiated the full-form Settlement. *See* Ex. 1. That process included multiple rounds of redlines and phone calls to discuss proposed edits, as well as phone calls with the Settlement Administrator to discuss the most efficient way of compensating Settlement Class Members.

14. The resulting \$714,705.68 Proposed Settlement secures extraordinary relief for the class. Based on Defendants' records the proposed Settlement Class includes approximately 99,263 persons who purchased electronic tickets and paid a fee to gain entrance to Defendant's Color Factory NYC from Defendant's Website from August 29, 2022, and through and including January 23, 2024.

15. Pursuant to the terms of the Proposed Settlement, every Settlement Class Member who submits a timely and valid Claim Form will receive a pro rata cash payment from Settlement Fund as a percentage of the total amount of fees he or she paid to Defendants during the class period, following the deduction of notice and claims administration costs, attorneys'

fees and expenses, and the class representative service award, all of which will be paid by Defendants. Settlement ¶¶ 1.38, 1.41, 2.1(b).

16. In addition, Defendant acknowledges that it has changed the purchase flow for tickets on its website to display the “Taxes & Fees” that was the subject of this litigation when the ticket is first selected for purchase and will agree to comply with ACAL § 25.07(4), unless or until the statute is amended, repealed, or otherwise invalidated. *Id.* ¶ 2.2.

17. After finalizing and executing the Class Action Settlement Agreement, my firm prepared Plaintiff’s Motion For Preliminary Approval, which was filed on June 28, 2024. *See* ECF No. 34.

18. After conducting a hearing on July 9, 2024, the Court preliminarily approved the Settlement on July 10, 2024. ECF No. 38.

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

20. Plaintiff and Class Counsel recognize that despite our belief in the strength of Plaintiff’s claims, and Plaintiff’s and the Class’ ability to secure an award of damages under ACAL §§ 25.07(4) and 25.33, the expense, duration, and complexity of protracted litigation would be substantial and the outcome of trial uncertain. Thus, the Settlement secures a more proximate and more certain monetary benefit to the Class than continued litigation.

21. Plaintiff and proposed Class Counsel are also mindful that absent a settlement, the success of Defendant’s various defenses in this case could deprive the Plaintiffs and the Settlement Class Members of any potential relief whatsoever. This is especially true in light of

the fact that there is no binding authority on ACAL § 25.07(4) and no case under the statute has progressed to contested class certification, summary judgment, or trial. One court has granted a motion to dismiss. *Curanaj v. Tao Group, Inc.*, Index No. 56152/2024, NYSCEF No. 36 (Sup. Ct. Westchester Cnty. July 25, 2024). And numerous other motions to dismiss remain pending. *See, e.g., Ruiz v. The Museum of Sex, LLC*, Case No. 24-cv-00178-RA, ECF No. 11 (S.D.N.Y. Mar. 7, 2024); *Frias v. City Winery New York, LLC*, Index No. 651284/2024, NYSCEF No. 12 (Sup. Ct. New York Cnty. June 17, 2024); *Summerville v. Gotham Comedy Foundation, Inc.*, Case No. 24-cv-01484-ER, ECF No. 15 (S.D.N.Y. June 21, 2024); *Presson v. Alamo Intermediate II Holdings, LLC*, Case No. 24-cv-00170-ER (S.D.N.Y. June 21, 2024); *Bingahlan v. American Museum of the Moving Image d/b/a Museum of the Moving Image*, Index No. 703696/2024, NYSCEF No. 15 (Sup. Ct. Queens Cnty. July 2, 2024).

22. Defendant is also represented by highly experienced attorneys who have made clear that absent a settlement, they were prepared to continue their vigorous defense of this case, including by moving for summary judgment. More specifically, Plaintiff and Class Counsel are aware that Defendants would continue to assert a number of defenses on the merits, including (i) Plaintiff's lack of standing; (ii) Plaintiff's claims are barred by the voluntary payment doctrine; and (iii) Defendant's fees are permitted under ACAL § 25.29, and therefore are not unlawful as Plaintiff alleged. Critically, ACAL § 25.07(4) has hardly been litigated, and thus, the scope of the statute is in dispute as there is no binding authority interpreting the statute. Defendant would also oppose class certification vigorously, and Defendant would take the position that Plaintiff is not entitled to bring her claims on a class wide basis. Defendant would also prepare a competent defense at trial. And looking beyond trial, Plaintiff is also keenly aware that Defendant could appeal the merits of any adverse decision.

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

24. Since the Court granted preliminary approval, my firm has worked with the Settlement Administrator, Epiq, to carry out the Court-ordered notice plan. Specifically, my firm helped compile and review the contents of the required notice to State Attorney Generals pursuant to 28 U.S.C. § 1715, reviewed the final claim and notice forms, and reviewed and tested the settlement website before it launched live.

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

26. Attached hereto as **Exhibit 2** are my firm's detailed billing diaries for this matter, as well as a summary of the same. I have personally reviewed all of my firm's time entries associated with this case, and have used billing judgment to ensure that duplicative and unnecessary time has been excluded and that only time reasonably devoted to the litigation has been included, and all time devoted to preparing of the fee application has been removed. My firm's time entries were regularly and contemporaneously recorded by me and the other timekeepers pursuant to firm policy and have been maintained in the computerized records of my firm.

27. Through August 13, 2024, my firm expended 158 hours in this case.

28. My firm's lodestar fee in this case, based on current billing rates, is \$103,542.50.

29. In addition to the time enumerated above, my firm will incur additional hours of future work in connection with the fairness hearing, coordinating with Epiq, monitoring

settlement administration, and responding to Settlement Class Member inquires.

30. To date, my firm has also expended \$5,504.99 in out-of-pocket costs and expenses in connection with the prosecution of this case. Attached as **Exhibit 3** is an itemized list of those costs and expenses. These costs and expenses are reflected in the records of my firm, and were necessary to prosecute this litigation. Cost and expense items are billed separately, and such charges are not duplicated in my firm's billing rates.

31. Included within **Exhibit 2** is a chart setting forth the hourly rates charged for lawyers and staff at my firm. Based on my knowledge and experience, the hourly rates charged by my firm are within the range of market rates charged by attorneys of equivalent experience, skill, and expertise. I have personal knowledge of the range of hourly rates typically charged by counsel in our field in New York, California, Florida, and elsewhere, both on a current basis and in the past. In determining my firm's hourly rates from year to year, my partners and I have consciously taken market rates into account and have aligned our rates with the market.

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

reasonable by various courts for reasonably comparable services, including:

- i. *Laydon v. Mizuho Bank, Ltd.*, No. 1:12-cv-03419-GBD, ECF No. 837 (S.D.N.Y. Dec. 7, 2017), approving partner rates of \$875 to \$975 and associate rates of \$325 to \$600.
- ii. *In re Credit Default Swaps Antitrust Litig.*, 2016 WL 2731524, at \*17 (S.D.N.Y. April 26, 2016), approving partner rates of \$834 to \$1,125 and associate rates of \$411 to \$714.
- iii. *In re Platinum & Palladium Commod. Litig.*, Slip Op. No. 10-cv-3617, 2015 U.S. Dist. LEXIS 98691, at \*13 (S.D.N.Y. July 7, 2015), approving billing rates of \$950 and \$905 per hour and referring to a recent National Law Journal survey yielding an average hourly partner billing rate of \$982 in New York.
- iv. *In re Bear Stearns Cos., Inc. Sec., Deriv., & ERISA Litig.*, Case No. 1:08-md-01963-RWS, 909 F. Supp. 2d 259, 271-72 (S.D.N.Y. 2012), approving fee award based on *hourly* rates ranging from \$275 to \$650 for associates and \$725 to \$975 for partners, as set forth in ECF No. 302-5.
- v. *In re TFT-LCD (Flat Panel) Antitrust Litigation*, No. M 07 1827 SI, MDL, No. 1827 (N.D.Cal. 2013), an antitrust class action, in which the court found blended hourly rates of \$1000, \$950, \$861, \$825, \$820, and \$750 per hour reasonable for the lead class counsel.
- vi. *Williams v. H&R Block Enterprises, Inc.*, Alameda County Superior Ct. No. RG08366506, Order of Final Approval and Judgment filed November 8, 2012, a wage and hour class action, in which the court found the hourly rates of \$785, \$775, and \$750 reasonable for the more senior class counsel.
- vii. *Luquetta v. The Regents of the Univ. of California*, San Francisco Superior Ct. No. CGC-05-443007, Order Granting Plaintiffs' Motion for Common Fund Attorneys' Fees and Expenses, filed October 31, 2012, a class action to recover tuition overcharges, in which the court found the hourly rates of \$850, \$785, \$750, and \$700 reasonable for Plaintiffs' more experienced counsel.
- viii. *Pierce v. County of Orange*, 905 F. Supp. 2d 1017 (C.D. Cal. 2012), a civil rights class action brought by pre-trial detainees, in which the court approved a lodestar-based, *inter alia*, on 2011 rates of \$850 and \$825 per hour.
- ix. *Holloway et. al. v. Best Buy Co., Inc.*, No. 05-5056 PJH (N.D. Cal. 2011) (Order dated November 9, 2011), a class action alleging that Best Buy discriminated against female, African American and Latino employees by denying them promotions and lucrative sales positions, in which the court approved lodestar-based rates of up to \$825 per hour.
- x. *Californians for Disability Rights, Inc., et al. v. California Department of Transportation, et al.*, 2010 U.S. Dist. LEXIS 141030 (N.D. Cal. 2010), adopted



by Order Accepting Report and Recommendation filed February 2, 2011, a class action in which the court found reasonable 2010 hourly rates of up to \$835 per hour.

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

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

- i. In an article entitled "On Sale: The \$1,150-Per Hour Lawyer," written by Jennifer Smith and published in the Wall Street Journal on April 9, 2013, the author describes the rapidly growing number of lawyers billing at \$1,150 or more revealed in public filings and major surveys. The article also notes that in the first quarter of 2013, the 50 top-grossing law firms billed their partners at an average rate between \$879 and \$882 per hour. A true and correct copy of this article is attached hereto as **Exhibit 4**.
- ii. In an article published April 16, 2012, the Am Law Daily described the 2012 Real Rate Report, an analysis of \$7.6 billion in legal bills paid by corporations over a five-year period ending in December 2011. A true and correct copy of that article is attached hereto as **Exhibit 5**. That article confirms that the rates charged by experienced and well-qualified attorneys have continued to rise over this five-year period, particularly in large urban areas like the San Francisco Bay Area. It also shows, for example that the top quartile of lawyers bill at an average of "just under \$900 per hour."

- iii. Similarly, on February 25, 2011, the Wall Street Journal published an on-line article entitled “Top Billers.” A true and correct copy of that article is attached hereto as **Exhibit 6**. That article listed the 2010 and/or 2009 hourly rates for more than 125 attorneys, in a variety of practice areas and cases, who charged \$1,000 per hour or more. Indeed, the article specifically lists *eleven* (11) Gibson Dunn & Crutcher attorneys billing at \$1,000 per hour or more.
- iv. On February 22, 2011, the ALM’s Daily Report listed the 2006-2009 hourly rates of numerous San Francisco attorneys. A true and correct copy of that article is attached hereto as **Exhibit 7**. Even though rates have increased significantly since that time, my firm’s rates are well within the range of rates shown in this survey.
- v. The Westlaw CourtExpress Legal Billing Reports for May, August, and December 2009 (attached hereto as **Exhibit 8**) show that as far back as 2009, attorneys with as little as 19 years of experience were charging \$800 per hour or more, and that the rates requested here are well within the range of those reported. Again, current rates are significantly higher.
- vi. The National Law Journal’s December 2010, nationwide sampling of law firm billing rates (attached hereto as **Exhibit 9**) lists 32 firms whose highest rate was \$800 per hour or more, eleven firms whose highest rate was \$900 per hour or more, and three firms whose highest rate was \$1,000 per hour or more.
- vii. On December 16, 2009, The American Lawyer published an online article entitled “Bankruptcy Rates Top \$1,000 in 2008-2009.” That article is attached hereto as **Exhibit 10**. In addition to reporting that several attorneys had charged rates of \$1,000 or more in bankruptcy filings in Delaware and the Southern District of New York, the article also listed 18 firms that charged median partner rates of from \$625 to \$980 per hour.
- viii. According to the National Law Journal’s 2014 Law Firm Billing Survey, law firms with their largest office in New York have average partner and associate billing rates of \$882 and \$520, respectively. Karen Sloan, *\$1,000 Per Hour Isn’t Rare Anymore; Nominal Billing Levels Rise, But Discounts Ease Blow*, National Law Journal, Jan. 13, 2014. The survey also shows that it is common for legal fees for partners in New York firms to exceed \$1,000 an hour. *Id.* A true and correct copy of this survey is attached hereto as **Exhibit 11**.

34. Given Bursor & Fisher’s unique experience and track record of success winning 6 of 6 class action trials, my hourly rate is set at \$775. My firm’s rates have been deemed reasonable by Courts across the country, including in New York, Michigan, California, Illinois, Missouri, and New Jersey for example:

- i. *D'Amario v. The University of Tampa*, Case No. 20-cv-03744, S.D.N.Y. (Oct. 18, 2022 Final Judgment And Order Of Dismissal With Prejudice).
- ii. *Taylor v. Trusted Media Brands, Inc.*, Case No. 16-cv-01812, S.D.N.Y. (Feb. 1, 2018 Final Judgment And Order Of Dismissal With Prejudice).
- iii. In *Rodriguez v. CitiMortgage, Inc.*, Case No. 11-cv-4718, S.D.N.Y. (Oct. 6, 2015), the court concluded during the fairness hearing that Bursor & Fisher's rates for two of its partners, Joseph Marchese and Scott Bursor, were "reasonable."
- iv. *Moeller v. American Media, Inc.*, Case No. 16-cv-11367, E.D. Mich. (Sept. 28, 2017 Order And Judgment Of Dismissal With Prejudice).
- v. *In re Haier Freezer Consumer Litig.*, Case No. C11-02911 EJD, N.D. Cal. (Oct. 25, 2013 Final Judgment And Order Granting Plaintiffs' Motion For Final Approval Of Class Action Settlement And For Award Of Attorneys' Fees, Costs And Incentive Awards).
- vi. *In re Michaels Stores Pin Pad Litigation*, Case No. 11-cv-03350, N.D. Ill. (Apr. 17, 2013 Order Approving Settlement)
- vii. *In re Blue Buffalo Company, Ltd. Marketing and Sales Practices Litigation*, Case No. 14-md-02562, E.D. Mo. (June 16, 2016 Order Awarding Fees And Costs).
- viii. *Rossi v. The Procter & Gamble Co.*, Case No. 11-7238, D.N.J. (Oct. 3, 2013 Final Approval Order And Judgment);

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

36. Attached hereto as **Exhibit 12** is a current firm resume for Bursor & Fisher, P.A.

37. As aforementioned, my firm, Bursor & Fisher, P.A., has significant experience in litigating class actions of similar size, scope, and complexity to the instant action. (See Ex. 13; Firm Resume of Bursor & Fisher, P.A.). Indeed, my firm has brought several other cases on behalf of putative class members for violations of ACAL § 25.07(4). See, e.g., cases cited at Paragraph 21, *supra*.

38. In addition, my firm has also been recognized by courts across the country, including this Court, for its expertise. (See Ex. 12); see also *Ebin v. Kangadis Food Inc.*, 297

F.R.D. 561, 566 (S.D.N.Y. Feb. 25, 2014) (Rakoff, J.) (“Bursor & Fisher, P.A., are class action lawyers who have experience litigating consumer claims. ... The firm has been appointed class counsel in dozens of cases in both federal and state courts, and has won multi-million dollar verdicts or recoveries in five class action jury trials since 2008.”)<sup>1</sup>; *In re Apple Data Privacy Litig.*, Case No. 5:22-cv-07069, ECF No. 104 (N.D. Cal. July 5, 2023) (appointing Bursor & Fisher, P.A. as co-lead Class Counsel in contested leadership application); *In re Sandisk SSDs Litig.*, 2023 WL 10367607, at \*1 (N.D. Cal. Dec. 4, 2023) (“Bursor & Fisher, however, has had significant experience representing certified classes (and representing putative classes as interim class counsel)” and appointing its attorneys co-lead counsel in contested leadership application).

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

40. I am of the opinion that Ms. Charles’ active involvement in this case was critical to its ultimate resolution. She took her role as class representative seriously, devoting time and effort to protecting the interests of the class. Without her willingness to assume the risks and responsibilities of serving as class representative, I do not believe such a strong result could have been achieved.

41. Ms. Charles equipped my firm with critical details regarding her experience with Defendant. She assisted my firm in investigating her claims, detailing her ticket purchase and the fees associated therewith, supplying supporting documentation, and aiding in drafting the Complaint. She also participated in written and document discovery and was prepared to testify at deposition and trial, if necessary. And she was actively consulted during the settlement

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

process.

42. In short, Ms. Charles assisted my firm in pursuing this action on behalf of the class, and her involvement in this case has been nothing short of essential.

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

Executed this 30th day of August, 2024 at New York, New York.

*/s Philip L. Fraietta*

Philip L. Fraietta



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

ZHARIA CHARLES, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

COLOR FACTORY, LLC,

Defendant.

Civil Action No. 1:24-cv-00322-JSR

**CLASS ACTION SETTLEMENT AGREEMENT**

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiff Zharia Charles (“Plaintiff”); (ii) the Settlement Class (as defined herein); and (iii) Defendant Color Factory, LLC (“Defendant”). The Settlement Class and Plaintiff are collectively referred to as the “Plaintiffs” unless otherwise noted. The Plaintiff and the Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

**RECITALS**

A. On January 16, 2024, Plaintiff filed a putative class action in the United States District Court for the Southern District of New York. The material allegations of the Complaint center on Defendant’s alleged failure to disclose a non-delineated “fee” in connection with the purchase of tickets to its Color Factory NYC location prior to those tickets being selected for purchase, in alleged violation of New York Arts and Cultural Affairs Law (“ACAL”) § 25.07(4). (ECF No. 1.)

B. On March 8, 2024, Defendant responded to the Complaint by filing a motion to dismiss pursuant to Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6). (ECF No. 15). On March 22, 2024, Plaintiff opposed Defendant's motion to dismiss (ECF No. 18), and on March 29, 2024, Defendant filed a reply in further support of the motion to dismiss. (ECF No. 20). The Court heard oral argument on the motion to dismiss on April 16, 2024.

C. On April 19, 2024, the Court issued an Opinion and Order granting in part and denying in part Defendant's motion to dismiss. (ECF No. 23).

D. On May 3, 2024, Defendant filed an Answer to the Complaint denying the allegations generally and asserting 17 affirmative defenses. (ECF No. 26).

E. During and after the pleadings, the Parties engaged in formal discovery, which included the exchange of written discovery, document productions, and a Rule 30(b)(6) deposition of Defendant.

F. The Parties also engaged in informal discovery as part of their settlement negotiations, which included the production of certain financial information by Defendant.

G. On June 3, 2024, Plaintiff filed a motion for class certification. (ECF No. 27).

H. Before and after Plaintiff filed her motion for class certification, counsel for the Parties engaged in numerous telephone calls to discuss settlement, and on June 8, 2024, the Parties reached agreement on all material terms of a class action settlement and executed a term sheet.

I. Defendant believes that the claims asserted in the Action against it have no merit, that it would have prevailed at summary judgment, and/or at trial, and that the Class Representative would not have been able to certify a class under the requirements of Federal Rule of Civil Procedure 23. Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or attempted to commit, any



wrongful act or violation of law or duty alleged in the Action (as defined herein). Defendant has opposed and continues to oppose certification of a litigation class in this Action. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise. The Agreement, any related documents, and any negotiations relating to or supporting the Agreement shall not be construed as or deemed to be evidence of, an admission, or a concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim of fault or liability or wrongdoing or damage whatsoever, or with respect to the certifiability of a litigation class.

J. Plaintiff believes that the claims asserted in the Action against Defendant have merit and that she would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiff and Class Counsel (defined below) recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiff may not prevail. Plaintiff and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through a motion to dismiss, class certification, summary judgment, trial, and any subsequent appeals. Plaintiff and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiff believes it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and each of them, and Defendant, by and through their undersigned counsel, that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

### **AGREEMENT**

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

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

**1.1 “Action”** means *Charles v. Color Factory, LLC*, Civil Action No. 1:24-cv-00322-JSR, pending in the United States District Court for the Southern District of New York.

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

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

**1.4 “Available Settlement Fund”** means the Settlement Fund less any Settlement Administration Expenses, any Service Award to the Class Representative, any Fee Award to

Class Counsel, any taxes paid on the Settlement Fund (including any interest or penalties thereon), and any other costs, fees or expenses approved by the Court to be paid from the Settlement Fund.

**1.5 “Cash Award”** means the cash compensation, payable by the Settlement Administrator from the Settlement Fund on a pro rata basis, that each Settlement Class Member who submits an Approved Claim shall be entitled to receive.

**1.6 “Claim Form”** means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a Claim for a payment, shall be available in electronic and paper format in the manner described below.

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

**1.8 “Class Counsel”** means Philip L. Fraietta and Stefan Bogdanovich of Bursor & Fisher, P.A.

**1.9 “Class Representative”** means the named Plaintiff in this Action, Zharia Charles.

**1.10 “Court”** means the United States District Court for the Southern District of New York, the Honorable Jed S. Rakoff presiding, or any judge who may succeed him.

**1.11 “Days”** means calendar days, except that when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. When computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday or federal or State of New York legal

holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or federal or State of New York legal holiday.

**1.12 “Defendant”** means The Color Factory, LLC.

**1.13 “Defendant’s Counsel”** means Beth-Ann E. Krinsky and Lawren A. Zann of Greenspoon Marder LLP.

**1.14 “Defendant’s Website”** means <https://www.colorfactory.co/>.

**1.15 “Effective Date”** means the date ten (10) days after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.

**1.16 “Escrow Account”** means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by or on behalf of Defendant into the Escrow Account in accordance with the terms of this Agreement and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

**1.17 “Fee Award”** means the amount of attorneys’ fees, costs, and expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

**1.18 “Final”** means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all

proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

**1.19 “Final Approval Hearing”** means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the service award to the Class Representative.

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

**1.21 “Individual Out-of-Pocket Fees”** means the total amount of fees paid to and received by Defendant by any one Settlement Class Member in connection with the Settlement Class Member’s purchase of an electronic ticket or electronic tickets to Defendant’s Place of Entertainment from Defendant’s Website, from August 29, 2022 through and including January 23, 2024.

**1.22 “Notice”** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of Due Process, Federal Rule of Civil Procedure 23, and is substantially in the form of Exhibits A, B, and C hereto.

**1.23 “Notice Date”** means the date by which the Notice set forth in Paragraph 4.1(b) is complete, which shall be no later than twenty-eight (28) days after entry of the Preliminary Approval Order.

**1.24 “Objection/Exclusion Deadline”** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement

Class must be made, which shall be designated as a date no later than sixty (60) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the settlement website listed in Paragraph 4.1(d), or such other date as ordered by the Court.

**1.25 “Out-of-Pocket Fees”** means the total amount of Individual Out-of-Pocket Fees, collectively, by every Settlement Class Member (*i.e.*, the total amount of fees paid to and received by Defendant from all of the Settlement Class Members in connection with all of the Settlement Class Members’ respective purchase of an electronic ticket or electronic tickets to Defendant’s Place of Entertainment from Defendant’s Website, from August 29, 2022 through and including January 23, 2024).

**1.26 “Out-of-Pocket Percentage”** for a Settlement Class Member means that Settlement Class Member’s Individual Out-of-Pocket Fees divided by Out-of-Pocket Fees.

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

**1.28 “Place of Entertainment”** means Color Factory NYC.

**1.29 “Plaintiffs”** means Zharia Charles and the Settlement Class Members.

**1.30 “Preliminary Approval”** means the Court’s certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

**1.31 “Preliminary Approval Order”** means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs’ motion for preliminary approval of the Agreement.

**1.32 “Released Claims”** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, suits, liens, judgments, costs, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, obligations, and all other legal responsibilities, including “Unknown Claims,” as defined below, whether in law or in equity, accrued or un-acrued, direct, individual or representative, of every nature and description whatsoever, whether based on the ACAL or other state, federal, local, statutory or common law or any other law, rule, ordinance, claim, or regulation, whether past, present, or future, against the Released Parties, or any of them, based upon, arising out of, or otherwise relating to any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged collection and retention by Defendant of fees in connection with electronic ticket sales from August 29, 2022, through and including January 23, 2024, including but not limited to all claims that were brought or could have been brought in the Action relating to any and all Releasing Parties.

**1.33 “Released Parties”** means Color Factory, LLC, and all of its current, former, and future parents, predecessors, successors, affiliates, subsidiaries, divisions, or related corporate

entities, and all of their respective current, future, and former employees, officers, directors, shareholders, members, managers, representatives, assignees, accountants, sales and/or customer service agents, joint venturers, fiduciaries, beneficiaries, insurers, reinsurers, principals, trustees, administrators, executors, attorneys, and customers.

**1.34 “Releasing Parties”** means Plaintiff, Settlement Class Members, and all of their respective present, past, and future heirs, executors, estates, administrators, representatives, beneficiaries, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns, and companies, firms, trusts, and corporations.

**1.35 “Service Award”** means any Court-approved award to the Class Representative, in her capacity as individual class representative, as set forth in Paragraph 8.3, and payable by the Settlement Administrator from the Settlement Fund.

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

**1.37 “Settlement Administrator”** means Epiq, or such other reputable administration company that has been selected jointly by the Parties and approved by the Court to perform the duties set forth in this Agreement, including but not limited to serving as Escrow Agent for the



Settlement Fund, overseeing the distribution of Notice, as well as the processing and payment of any claims to the Settlement Class as set forth in this Agreement, handling all approved payments out of the Settlement Fund, and handling the determination, payment and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund.

**1.38 “Settlement Amount”** means \$714,705.68.

**1.39 “Settlement Class”** means all individuals who purchased electronic tickets and paid a fee to gain entrance to Defendant’s Place of Entertainment from Defendant’s Website from August 29, 2022, and through and including January 23, 2024. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) the Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who submit a timely and valid request for exclusion from the class; and (4) the legal representatives, successors or assigns of any such excluded persons.

**1.40 “Settlement Class Member”** means an individual who falls within the definition of the Settlement Class as set forth above and who has not submitted a timely and valid request for exclusion from the Settlement Class.

**1.41 “Settlement Fund”** means the non-reversionary cash fund that shall be established by or on behalf of Defendant in the total amount of the Settlement Amount to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Cash Awards to Settlement Class Members, Settlement Administration Expenses, any Service Award to the Class Representative, any Fee Award to Class Counsel, and any other costs, fees or

expenses approved by the Court to be paid from the Settlement Fund. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the listed payments are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. The Settlement Fund represents the total extent of Defendant's monetary obligations under this Agreement and in furtherance of this class settlement. The payment of the Settlement Amount by, or on behalf of, Defendant fully discharges the Defendant and the other Released Parties' financial obligations (if any) in connection with the Settlement, meaning that no Released Party shall have any other obligation to make any payment into the Escrow Account or to any Settlement Class Member, or any other Person, under this Agreement. In no event shall the total monetary obligation with respect to this Agreement on behalf of Defendant exceed \$714,705.68.

**1.42 "Settlement Website"** means the dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the long-form Notice and the Claim Form, as well as web-based forms for Settlement Class Members to submit electronic Claim Forms, requests for exclusion from the Settlement, and updated postal addresses to which Cash Awards should be sent after the Settlement becomes Final.

**1.43 "Unknown Claims"** means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist in their favor at the time that this Agreement and its releases become effective, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to this Agreement and the settlement and

releases set forth herein. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, the Releasing Parties understand and acknowledge the significance of their waivers of § 1542 of the California Civil Code and similar, comparable, or equivalent federal and state statutes, case law, rules, ordinances, or regulations relating to limitations on releases as it pertains to the Released Parties, and shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to or different from those facts that they now know or believe to be true with respect to the subject matter of this Agreement and the settlement and releases set forth herein, but that it is their intention to release fully, finally, and forever all Released Claims, notwithstanding any Unknown Claims they may have, with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

## **2. SETTLEMENT RELIEF.**

### **2.1 Payments to Settlement Class Members.**

(a) After entry of the Final Judgment but no later than December 18, 2024, Defendant shall pay or cause to be paid into the Escrow Account \$243,235.23. The remainder of

the Settlement Amount shall be paid into the Escrow Account in equal monthly installments over a twenty-four (24) month time period beginning January 18, 2025.

(b) Settlement Class Members shall have until the Claims Deadline to submit an Approved Claim. Each Settlement Class Member with an Approved Claim shall be entitled to receive as a Cash Award a pro rata payment from the Settlement Fund. The pro rata payment for each Settlement Class Member will be equal to that Settlement Class Member's Out-of-Pocket Percentage multiplied by the Available Settlement Fund.

(c) The Settlement Administrator shall pay from the Settlement Fund all Cash Awards to those Settlement Class Members with Approved Claims by check or electronic payment, at the Settlement Class Member's election. Payments of Cash Awards to all Settlement Class Members with Approved Claims shall be made within sixty (60) days after the Settlement Fund has been fully funded.

(d) To the extent that any Settlement Class Members do not claim their Cash Awards within one-hundred-eighty (180) days after Cash Awards are distributed in accordance with Section 2.1(c), such Settlement Class Members shall have waived their right to a Cash Award and any unclaimed funds shall be redistributed on a *pro rata* basis (after first deducting any necessary settlement administration expenses from such unclaimed funds) to all Settlement Class Members who claimed their payments.

(e) To the extent a secondary distribution would be infeasible, any unclaimed funds shall, subject to Court approval, revert to the Legal Aid Society, a non-sectarian, not-for-profit organization, or another non-sectarian, not-for-profit organization(s) recommended by Class Counsel and approved by the Court.

(f) Subject to the provisions pertaining to the termination or cancellation of the Settlement, as set forth in Paragraph 9, no portion of the Settlement Fund shall revert back to Defendant.

**2.2 Prospective Relief.** Defendant acknowledges that it has changed the purchase flow for tickets on its website to display the “Taxes & Fees” that was the subject of this litigation when the ticket is first selected for purchase and will agree to comply with New York Arts & Cultural Affairs Law § 25.07(4), unless or until New York Arts & Cultural Affairs Law § 25.07(4) is amended, repealed, or otherwise invalidated.

**3. RELEASE.**

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

**3.2** Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

**4. NOTICE TO THE CLASS.**

**4.1** The Notice Plan shall consist of the following:

(a) *Settlement Class List.* No later than twenty-eight (28) days after the execution of this Agreement, Defendant shall produce to the Settlement Administrator with a copy to Class Counsel an electronic list from its records that includes the names, last known email addresses, and the total amount of Out-of-Pocket Fees paid by each Settlement Class Member, to the extent available. This electronic document shall be called the “Class List”.

(b) *Direct Notice via Email.* No later than twenty-eight (28) days after entry of the Preliminary Approval Order, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B to all Settlement Class Members for whom a

valid email address is in the Class List. In the event transmission of email notice results in any “bounce-backs,” the Settlement Administrator shall, if possible, correct any issues that may have caused the “bounce-back” to occur, including running a “skip-trace” to identify any potential alternative email addresses, and make a second attempt to re-send the email notice.

(c) *Reminder Notice.* Both thirty (30) days prior to the Claims Deadline and seven (7) days prior to the Claims Deadline, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B (with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice), along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List.

(d) *Settlement Website.* Within ten (10) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at an available settlement URL (such as, for example, [www.colorfactoryticketfeesettlement.com](http://www.colorfactoryticketfeesettlement.com)) which shall be obtained, administered and maintained by the Settlement Administrator and shall provide Settlement Class Members with the ability to file Claim Forms online. Copies of this Settlement Agreement, the long-form Notice, and other pertinent documents and Court filings pertaining to the Settlement (including the motion for attorneys’ fees upon its filing), shall be provided on the Settlement Website. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit C hereto.

(e) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, the Defendant, with the Settlement Administrator acting on its behalf, shall cause to be served upon the Attorneys General of each U.S. State and Territory in which Settlement Class members reside, the Attorney General of the United States,

and other required government officials, notice of the proposed settlement as required by law, subject to Paragraph 5.1 below.

**4.2** The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's CM/ECF system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendants' Counsel.

**4.3** Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

**4.4** If a Settlement Class Member or any of the Objecting Attorneys has/have objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection described in Paragraph 4.3 above must include a statement identifying each such case by full case caption and amount of payment received.

**4.5** A Settlement Class Member may request to be excluded from the Settlement Class by timely submitting a request for exclusion on the Settlement Website or sending a written request to the address identified in the Notice. Any such request for exclusion must be submitted on the Settlement Website or be postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person who would otherwise be a Settlement Class Member must timely submit a request for exclusion on the Settlement Website or send a written request for exclusion to the Settlement Administrator that contains his/her name and address, that he/she purchased electronic tickets to Defendant's Place of Entertainment from Defendant's Website, from August 29, 2022 through and including January 23, 2024; and paid a fee in connection with such purchase, the name and case number of the Action, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement;



(iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. Any request for exclusion must be personally signed by each Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be submitted on the Settlement Website by 11:59 p.m., Eastern Standard Time, on the date specified in the Notice, or be postmarked or received by the date specified in the Notice.

**4.6** The Final Approval Hearing shall be no earlier than ninety (90) days after the Notice described in Paragraph 4.1(b) is provided.

**4.7** Any Settlement Class Member who does not, in accordance with the terms and conditions of this Agreement, timely and validly seek exclusion from the Settlement Class, will be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the releases provided for in the Agreement, including its Section 3, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

## **5. SETTLEMENT ADMINISTRATION.**

**5.1** The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms and requests for exclusion from the Settlement, and disbursing funds from the Settlement Fund in a rational, responsive, cost effective, and timely manner. The terms of this Agreement, upon approval by the Court, shall at all times govern the scope of the services to be provided by the Settlement Administrator to administer the Settlement, and the terms of any separate contract or agreement entered into between or among the Settlement Administrator and Class Counsel, Defendant’s Counsel, or the Defendant to administer the Settlement shall be consistent in all material respects with the terms of this Agreement. The Settlement Administrator shall maintain reasonably

detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with regular reports at weekly intervals containing information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the Claims Deadline;

(b) Provide Class Counsel and Defendant's Counsel with drafts of all administration related documents, including but not limited to CAFA Notices, follow-up class notices or communications with Settlement Class Members, telephone scripts, website postings or language or other communications with the Settlement Class, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant's Counsel agree to waive this requirement in writing on case by case basis;

(c) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for

the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(d) Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms and requests for exclusion and/or objections received; and

(e) Make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

**5.2** The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

**5.3** Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to the Court for binding determination.

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

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

**6. TERMINATION OF SETTLEMENT.**

**6.1** Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representative on behalf of the Settlement Class, shall have the right but not the obligation to terminate this Agreement by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court’s

refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by an appellate court with jurisdiction; or (v) the date upon which an Alternate Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or reversed in any material respect by an appellate court with jurisdiction.

**6.2 Confirmatory Discovery.** Discovery has demonstrated that Defendant collected and retained \$714,705.68 in fees from August 29, 2022 through and including January 23, 2024.

## **7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.**

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

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

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

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

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

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

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

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

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

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

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

**8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; SERVICE AWARD.**

**8.1** Pursuant to Fed. R. Civ. P. 23(h) and ACAL § 25.33, Defendant agrees that Class Counsel shall be entitled to seek an award of reasonable attorneys' fees and costs out of the Settlement Fund in an amount to be determined by the Court as the Fee Award. With no consideration given or received, Class Counsel will limit its petition for attorneys' fees, costs, and expenses to no more than one-third of the Settlement Fund (i.e., \$238,235.22). Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund.

**8.2** The Fee Award shall be payable by the Settlement Administrator within ten (10) days after entry of the Court's Final Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking") attached hereto as Exhibit D, and providing all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made from the Settlement Fund by wire transfer to Class Counsel in accordance with wire instructions to be provided by Class Counsel, and completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s) then any Persons or firms who shall have received the funds shall be severally liable for payments made pursuant to this subparagraph, and shall return such funds to the Settlement Fund. Additionally, should any parties to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Class Members, those parties shall execute a new undertaking guaranteeing repayment of funds within fourteen (14) days of such an occurrence.

**8.3** Class Counsel intends to file a motion for Court approval of a Service Award to the Class Representative, to be paid from the Settlement Fund, in addition to any funds the Class Representative stands to otherwise receive from the Settlement. With no consideration having been given or received for this limitation, Plaintiff will seek no more than \$5,000 as a Service Award. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. Such Service Award shall be paid from the Settlement Fund (in the form of a check to the Class Representative that is sent care of Class Counsel), within five (5) business days after entry of the Final Judgment if there have been no objections to the Settlement Agreement, and, if there have been such objections, within five (5) business days after the Effective Date.



**9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.**

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

- (a) The Parties and their counsel have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered an order finally approving the Agreement,

following Notice to the Settlement Class, as provided in the Federal Rules of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

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

**9.2** If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the Settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1, unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Parties and Settlement Class Members (which notice may be given by the Settlement Administrator via email to the email addresses on record for Settlement Class Members). Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Fee Award to be requested by Class Counsel and/or the Service

Award to be requested for the Class Representative, as set forth in Section 8 above, shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

**9.3** If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1 and 9.1-9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into. Within five (5) business days after written notification of termination as provided in this Agreement is sent to the other Parties, the Settlement Fund (including accrued interest thereon), less any Settlement Administration costs actually incurred, paid or payable and less any taxes and tax expenses paid, due or owing, shall be refunded by the Settlement Administrator to Defendant, based upon written instructions provided by Defendant's Counsel. In the event that the Final Judgment or any material part thereof is vacated, overturned, reversed, or rendered void as a result of any timely filed appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, Class Counsel shall, within thirty (30) days thereof repay to Defendant, based upon written instructions provided by Defendant's Counsel, the full amount of the Fee Award, including any accrued interest, and shall cause Class Representative to repay to Defendant, based upon written instructions provided by Defendant's Counsel, the full amount of the Service Award, including any accrued interest. In the event the Fee Award, Service Award, or any part thereof is vacated, modified, reversed, or rendered void as a result of a timely filed appeal, Class Counsel shall within thirty (30) days thereof repay, or cause Class Representative to repay, to the Settlement Fund, based upon written instructions provided by the Settlement

Administrator, the Fee Award and/or Service Award, in the amount vacated or modified, including any accrued interest.

**10. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing or statutory meaning (including but not limited to the definitions of Michigan Subscriber Information and Settlement Class) as against any Released Parties, or supporting the certification of a litigation class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, as set forth herein, this Agreement, and any acts performed and/or documents executed in furtherance

of or pursuant to this Agreement and/or the settlement, as set forth herein, may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiff, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

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

**10.5** The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Settlement Class definition would be appropriate for a litigation class, nor would Defendant be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any

reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the *status quo ante*, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by Defendant in connection with the Settlement may be used by Plaintiffs, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

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

**10.7.** All proceedings with respect to the administration, processing and determination of Claim Forms and settlement payments and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claim Forms and settlement payments, shall be subject to the jurisdiction of the Court.

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

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

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

**10.11** This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or the Exhibits annexed hereto other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

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

**10.13** Plaintiff represents and warrants that she has not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that she is fully entitled to release the same.

**10.14** Each counsel or other Person executing this Settlement Agreement, any of the Exhibits annexed hereto, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

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

requests. This Agreement is not binding on the Parties until fully executed by each of the Parties hereto.

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

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

**10.18** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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

**10.20** Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Philip L. Fraietta, Bursor & Fisher, P.A., 1330 Avenue of the Americas, 32nd Floor, New York, NY 10019, pfraietta@bursor.com; Beth-Ann E. Krinsky, Greenspoon Marder LLP, 200 East Broward Blvd., Suite 1800, Fort Lauderdale, FL 33301, beth-ann.krinsky@gmlaw.com.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES TO FOLLOW]



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

Dated: Jun 25, 2024

**ZHARIA CHARLES**

By:   
Zharia Charles, individually and as representative of  
the Settlement Class

Dated: June 25, 2024


**COLOR FACTORY, LLC**

By: Gina N. Calanni  
Name: Gina N. Calanni  
Title: Director of Finance

**IT IS SO STIPULATED BY COUNSEL:**

Dated: June 25, 2024

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

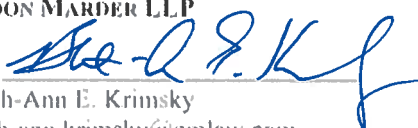
By:   
Philip L. Fraietta  
pfraietta@bursor.com  
BURSOR & FISHER, P.A.  
1330 Avenue of the Americas, 32nd Floor  
New York, New York 10019  
Tel: (646) 837-7150  
Fax: (212) 989-9163

Stefan Bogdanovich  
sbogdanovich@bursor.com  
BURSOR & FISHER, P.A.  
1990 North California Blvd., Suite 940  
Walnut Creek, CA 94596  
Tel: (925) 300-4455  
Fax: (925) 407-2700

*Proposed Class Counsel*

Dated: 6/25/2024

**GREENSPOON MARDER LLP**

By:   
Beth-Ann E. Krinsky  
beth-ann.krinsky@gmlaw.com  
Lawren A. Zann  
lawren.zann@gmlaw.com

GREENSPOON MARDER LLP  
200 East Broward Blvd., Suite 1800  
Fort Lauderdale, FL 33301  
Tel: (954) 491-1120  
Fax: (954) 333-4027

*Attorneys for Defendant*

**EXHIBIT A**

**Charles v. Color Factory, LLC**

United States District for the Southern District of New York

Civil Action No. 1:24-cv-00322-JSR

**Settlement Claim Form**

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

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

To be eligible to receive a cash payment from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail.

**ONLINE:** Submit this Claim Form.

**MAIL:** [\[ADDRESS\]](#)

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**PART ONE: CLAIMANT INFORMATION & PAYMENT METHOD ELECTION**

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

**FIRST NAME**

**LAST NAME**

**STREET ADDRESS**

**CITY**

**STATE**

**ZIP CODE**

**EMAIL ADDRESS**

**POTENTIAL CASH PAYMENT:** You may be eligible to receive a *pro rata* cash payment, which will be based on the total amount of fees you paid, if you purchased electronic tickets to Color Factory NYC from Defendant's website <https://www.colorfactory.co/>, from August 29, 2022 through and including January 23, 2024.

**PREFERRED PAYMENT METHOD:**

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

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

Zelle  Zelle Email: \_\_\_\_\_

Check

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

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

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I declare under penalty of perjury under the laws of the United States of America that: (i) between August 29, 2022, to and through January 23, 2024, I purchased one or more electronic tickets to Color Factory NYC from Defendant's website <https://www.colorfactory.co/> and paid a fee in connection with such purchase; (ii) all of the information on this Claim Form is true and correct to the best of my knowledge; and (iii) I am authorized to submit this Claim Form and have not assigned or transferred any rights, claims, or remedies I may be entitled to as a Settlement Class Member in this settlement. I understand that my Claim Form may be subject to audit, verification, and Court review.

**SIGNATURE**

**DATE**

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

**EXHIBIT B**

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

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
*Charles v. Color Factory, LLC*, Civil Action No. 1:24-cv-00322-JSR  
**(United States District Court for the Southern District of New York)**

**Our Records Indicate You Purchased Electronic Tickets to Color Factory NYC between August 29, 2022 and January 23, 2024 and Paid a Fee In Connection With Such Purchase, and May Be Entitled to a Payment From a Class Action Settlement.**

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

This notice is to inform you that a settlement has been reached in a class action lawsuit claiming that Defendant, Color Factory, LLC (“Defendant”), failed to properly disclose a fee for electronic tickets to its Color Factory NYC prior to those tickets being selected for purchase, in alleged violation of New York Arts and Cultural Affairs Law (“ACAL”) § 25.07(4). Defendant denies that it violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

**Am I a Class Member?** Our records indicate you purchased electronic tickets to Color Factory NYC between August 29, 2022 and January 23, 2024 and paid a fee in connection with such purchase.

**What Does The Settlement Provide?** A Settlement Fund of \$714,705.68 has been established to pay the Settlement Class, together with notice and administration expenses, approved attorneys’ fees and costs, and a service award to the Class Representative.<sup>1</sup> Additionally, as part of the Settlement Agreement, Defendant acknowledges that it has changed the purchase flow for tickets on its website to display the “Taxes & Fees” that was the subject of this litigation when the ticket is first selected for purchase and will agree to comply with New York Arts & Cultural Affairs Law § 25.07(4).

**How Do I Get a Payment?** To receive a *pro rata* share of the Settlement Fund, which will be based on the total amount of fees you paid, you **must** submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking [here.] Your payment will be by PayPal, Venmo, Zelle, or check, at your election. Claim Forms must be submitted online by 11:59 p.m. EST on [DATE] or postmarked and mailed by [DATE].

**What are My Other Options?** You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator no later than [objection/exclusion deadline]. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to

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<sup>1</sup> Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Settlement Agreement which can be viewed at [www.colorfactoryticketfeesettlement.com](http://www.colorfactoryticketfeesettlement.com).

appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than [**objection/exclusion deadline**]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [www.colorfactoryticketfeesettlement.com](http://www.colorfactoryticketfeesettlement.com). If you file a claim or do nothing, and the Court approves the Settlement Agreement, you will be bound by all of the Court's orders and judgments. In addition, your claims relating to the alleged collection and retention by Defendant of fees in connection with electronic ticket sales from August 29, 2022 through and including January 23, 2024 will be released.

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

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at \_\_\_\_\_m. on [**date**] in Courtroom 14B at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award Class Representative Zharia Charles \$5,000 from the Settlement Fund for her service in helping to bring and settle this case. Defendant has agreed that Class Counsel may be paid reasonable attorneys' fees from the Settlement Fund in an amount to be determined by the Court. Class Counsel will seek no more than one-third of the Settlement Fund, but the Court may award less than this amount.

**How Do I Get More Information?** For more information, including the full Notice and Settlement Agreement go to [www.colorfactoryticketfeesettlement.com](http://www.colorfactoryticketfeesettlement.com), contact the Settlement Administrator at 1-800-\_\_\_\_ - \_\_\_\_ or Color Factory NYC Ticket Fee Settlement Administrator, [**address**], or call Class Counsel at 1-646-837-7150.



**EXHIBIT C**

**UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK**  
*Charles v. Color Factory, LLC*, Civil Action No. 1:24-cv-00322-JSR

**If You Purchased Electronic Tickets to Color Factory NYC between August 29, 2022 and January 23, 2024 and Paid a Fee In Connection With Such Purchase, You May Be Entitled to a Payment From a Class Action Settlement.**

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

- A settlement has been reached in a class action lawsuit claiming that Defendant, Color Factory, LLC (“Defendant”), failed to properly disclose a fee for electronic tickets to its Color Factory NYC prior to those tickets being selected for purchase, in alleged violation of New York Arts and Cultural Affairs Law (“ACAL”) § 25.07(4). Defendant denies that it violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.
- You are included in the settlement if you purchased electronic tickets to Color Factory NYC between August 29, 2022 and January 23, 2024 and paid a fee in connection with such purchase. Persons included in the settlement will be eligible to receive a *pro rata* portion of the Settlement Fund, which will be based on the total amount of fees they paid.
- Read this notice carefully. Your legal rights are affected whether you act, or don’t act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY [DATE]</b>	This is the only way to receive a payment.
<b>EXCLUDE YOURSELF BY [DATE]</b>	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
<b>OBJECT BY [DATE]</b>	Write to the Court explaining why you don’t like the settlement.
<b>GO TO THE HEARING ON [DATE]</b>	Ask to speak in Court about your opinion of the settlement.
<b>DO NOTHING</b>	You won’t get a share of the settlement benefits and will give up your rights to sue the Defendant about the claims in the case.

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

**BASIC INFORMATION**

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

A Court authorized this Notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options, before the Court

decides whether to give final approval to the settlement. This Notice explains the lawsuit, the settlement, and your legal rights.

The case is called *Charles v. Color Factory, LLC*, Civil Action No. 1:24-cv-00322-JSR. The person who sued is called the Plaintiff. The Defendant is Color Factory, LLC.

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

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

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

This lawsuit claims that Defendant failed to properly disclose a fee for electronic tickets to its Color Factory NYC prior to those tickets being selected for purchase, in alleged violation of ACAL § 25.07(4). Defendant denies that it violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

## **4. Why is there a Settlement?**

The Court has not decided whether the Plaintiff or the Defendant should win this case. Instead, both sides agreed to a settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

## **WHO’S INCLUDED IN THE SETTLEMENT?**

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

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

All individuals who purchased electronic tickets and paid a fee to gain entrance to Defendant’s Place of Entertainment from Defendant’s Website from August 29, 2022, and through and including January 23, 2024.

“Place of Entertainment” means Color Factory NYC.

“Defendant’s Website” means <https://www.colorfactory.co/>.

## THE SETTLEMENT BENEFITS

### 6. What does the settlement provide?

**Monetary Relief.** A Settlement Fund will be created totaling \$714,705.68. Payments to Settlement Class Members, and the cost to administer the settlement, the cost to inform people about the settlement, attorneys' fees (inclusive of litigation costs), and an award to the Class Representative will also come out of this fund (*see* Question 12).

**Prospective Relief.** Additionally, Defendant acknowledges that it has changed the purchase flow for tickets on its website to display the "Taxes & Fees" that was the subject of this litigation when the ticket is first selected for purchase and will agree to comply with New York Arts & Cultural Affairs Law § 25.07(4).

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

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

To receive a *pro rata* share of the Settlement Fund, which will be based on the total amount of fees you paid, you **must** submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking [here](#).] Your payment will be by PayPal, Venmo, Zelle, or check, at your election. Claim Forms must be submitted online by 11:59 p.m. EST on [DATE] or postmarked and mailed by [DATE]. You can contact Class Counsel at (646) 837-7150 to inquire as to the number of claims and/or requests for exclusion that have been received to date.

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

The hearing to consider the fairness of the settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will receive their payment 60 days after Defendant makes its last installment payment into the Settlement Fund. The payment will be made in the form of a check, unless you elect to receive payment by PayPal, Zelle, or Venmo, and all checks will expire and become void 180 days after they are issued.

## HOW TO GET BENEFITS

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

If you are a Settlement Class Member and you want to get a payment, you **must** complete and submit a Claim Form by [Claims Deadline]. Claim Forms can be found

and submitted by clicking [here \[hyperlink\]](#), or by printing and mailing a paper Claim Form, copies of which are available for download [here \[hyperlink\]](#).

We also encourage you to submit your claim on-line. Not only is it easier and more secure, but it is completely free and takes only minutes!

## REMAINING IN THE SETTLEMENT

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

If the settlement becomes Final, you will give up your right to sue the Defendant and other Released Parties for the claims being resolved by this settlement. The specific claims you are giving up against the Defendant are described in the Settlement Agreement. You will be “releasing” the Defendant and certain of its affiliates, employees and representatives as described in Section 1.33 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are “releasing” the claims, regardless of whether you claim your electronic payment or not. The Settlement Agreement is available through the “court documents” link on the website.

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

## THE LAWYERS REPRESENTING YOU

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

The Court has appointed Philip L. Fraietta and Stefan Bogdanovich of Bursor & Fisher, P.A. to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

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

The Defendant has agreed that Class Counsel’s attorneys’ fees and costs may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third of the Settlement Fund, inclusive of reimbursement of their costs and expenses; the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, Defendant has agreed that the Class Representative may be paid a service award of \$5,000 from the Settlement Fund for her services in helping to bring and resolve this case.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

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

To exclude yourself from the settlement, you must submit a request for exclusion by 11:59 p.m. EST on [objection/exclusion deadline]. Requests for exclusion may be submitted either on the Settlement Website (via the online form accessible [here](#) [insert hyperlink]) or by mailing or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *Charles v. Color Factory, LLC*, Civil Action No. 1:24-cv-00322-JSR settlement. Your letter or request for exclusion must also include your name, your address, a statement that you purchased electronic tickets to Color Factory NYC from Defendant's Website, from August 29, 2022 through and including January 23, 2024; and paid a convenience fee in connection with such purchase, your signature, the name and number of this case, and a statement that you wish to be excluded. If you choose to submit a request for exclusion by mail, you must mail or deliver your exclusion request, postmarked no later than [Objection/Exclusion Deadline], to the following address:

Color Factory NYC Ticket Fee Settlement  
0000 Street  
City, ST 00000

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

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

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

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

### OBJECTING TO THE SETTLEMENT

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

If you are a member of the Settlement Class, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the settlement in *Charles v. Color Factory*,

*LLC*, Civil Action No. 1:24-cv-00322-JSR, and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, the basis upon which you claim to be a member of the Settlement Class, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

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

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

Court	Class Counsel	Defendant's Counsel
Daniel Patrick Moynihan United States Courthouse 500 Pearl Street, Courtroom 14B New York, NY 10007	Philip L. Fraietta Bursor & Fisher P.A. 1330 Avenue of the Americas, 32nd Floor New York, NY 10019	Beth-Ann E. Krinsky, Greenspoon Marder LLP 200 East Broward Blvd., Suite 1800 Fort Lauderdale, FL 33301

#### 17. What's the difference between objecting and excluding myself from the settlement?

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

### THE COURT'S FINAL APPROVAL HEARING

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

QUESTIONS? CALL (800) 000-0000 TOLL FREE, OR VISIT  
WWW.COLORFACTORYTICKETFEESSETTLEMENT.COM

The Court will hold the Final Approval Hearing at [redacted].m. on [date] in Courtroom 14B at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007. The purpose of the hearing will be for the Court to determine whether to approve the settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check for updates by visiting the Settlement Website at [www.colorfactoryticketfeesettlement.com](http://www.colorfactoryticketfeesettlement.com) or calling (800) 000-0000. If, however, you timely objected to the settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of the Final Approval Hearing.

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

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

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

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Charles v. Color Factory, LLC*, Civil Action No. 1:24-cv-00322-JSR." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than [Objection Deadline], and be sent to the addresses listed in Question 16.

## GETTING MORE INFORMATION

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

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

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



**EXHIBIT D**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ZHARIA CHARLES, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

COLOR FACTORY, LLC,

Defendant.

Civil Action No. 1:24-cv-00322-JSR

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

Plaintiff Zharia Charles (“Plaintiff”) and Color Factory, LLC (“Defendant”) (collectively, “the Parties”), by and through and including their undersigned counsel, stipulate and agree as follows:

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

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

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

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement.

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

In the event that the Final Approval Order or any part of it is vacated, overturned, reversed, or rendered void as a result of a timely filed appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, the Firm shall, within thirty (30) days thereof repay to Defendant, based upon written instructions provided by Defendant's Counsel, the full amount of the Fee Award, including any accrued interest.

In the event the Final Approval Order is upheld, but the attorneys' fees, costs, and expenses awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of a timely filed appeal, the Firm shall within thirty (30) days thereof repay to the Settlement Fund, based upon written instructions provided by the Settlement Administrator, the attorneys' fees and costs paid to the Firm from the applicable Settlement Fund in the amount vacated or modified, including any accrued interest.

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

In the event the Firm fails to repay to Defendant any of attorneys' fees and costs that are owed to it pursuant to this Undertaking, the Court shall, upon application of Defendant, and notice to the Firm, summarily issue orders, including but not limited to judgments and attachment orders against the Firm, and may make appropriate findings for sanctions for contempt of court.

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

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

Signatures by facsimile, PDF, or other electronic means shall be as effective as original signatures.

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

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: June 25, 2024

BURSOR & FISHER, P.A.



By: Scott A. Bursor, on behalf of Bursor & Fisher, P.A.  
Attorneys for Plaintiff

DATED: June 25, 2024

GREENSPOON MARDER LLP



By: Beth-Ann E. Krinsky on behalf of Defendant Color  
Factory, LLC





**Color Factory ACAL Lodestar**

<b>ATTY</b>	<b>HOURS</b>	<b>RATE</b>	<b>TOTAL</b>
PLF	66.9	\$ 775.00	\$51,847.50
SB	78.9	\$ 600.00	\$47,340.00
ERH	3.7	\$ 400.00	\$1,480.00
RSR	3.4	\$ 350.00	\$1,190.00
MCS	0.4	\$ 350.00	\$140.00
AMW	2.7	\$ 350.00	\$945.00
JMF	1.5	\$ 300.00	\$450.00
RKA	0.5	\$ 300.00	\$150.00
	<u>158</u>		<u>\$103,542.50</u>

Expenses: \$5,504.99

**Total: \$109,047.49**

**B&F HOURLY RATES**

(As of 1/5/2024)

**2024**

<b>Timekeeper (Class Year) (Title)</b>	<b>2022 Rate</b>
Scott A. Bursor (1997) (Partner)	\$1100
L. Timothy Fisher (1997) (Partner)	\$1100
Joseph I. Marchese (2002) (Partner)	\$1050
Joel D. Smith (2006) (Partner)	\$1000
Josh D. Arisohn (2007) (Partner)	\$950
Sarah N. Westcot (2009) (Partner)	\$900
Neal J. Deckant (2011) (Partner)	\$850
Yitz Z. Kopel (2012) (Partner)	\$825
Yeremey O. Krivoshey (2013) (Partner)	\$800
Philip L. Fraietta (2014) (Partner)	\$775
Alec M. Leslie (2016) (Partner)	\$725
Jennifer S. Rosenberg (1985) (Senior Staff Attorney)	\$875
Victoria Sheehy (2003) (Senior Staff Attorney)	\$875
Stephen A. Beck (2018) (Associate)	\$600
Stefan Bogdanovich (2018) (Associate)	\$600
Brittany S. Scott (2019) (Associate)	\$550
Max S. Roberts (2019) (Associate)	\$550
Matthew A. Girardi (2020) (Associate)	\$500
Julian C. Diamond (2020) (Associate)	\$500
Julia K. Venditti (2020) (Associate)	\$500
Christopher Reilly (2020) (Associate)	\$500
Christina Ramsey (2021) (Staff Attorney)	\$475
Jenna L. Gavenman (2022) (Associate)	\$450
Emily A. Horne (2022) (Associate)	\$450
Ira Rosenberg (2022) (Associate)	\$450
Luke Sironski-White (2022) (Associate)	\$450
Jonathan L. Wolloch (2022) (Associate)	\$450
Luis R. Fernandez (2022) (Staff Attorney)	\$450
Ines Diaz-Villafana (2023) (Associate)	\$400
Caroline C. Donovan (2023) (Associate)	\$400
Joshua B. Glatt (2023) (Associate)	\$400
Kyle Gordon (2023) (Associate)	\$400
Joshua L. Wilner (2023) (Associate)	\$400
Victoria Zhou (2023) (Associate)	\$400
Debbie L. Schroeder (Senior Litigation Support Specialist)	\$350
Rebecca S. Richter (Senior Litigation Support Specialist)	\$350
J. Georgina McCulloch (Senior Litigation Support Specialist)	\$350
Molly C. Sasseen (Senior Litigation Support Specialist)	\$350

Steven E. Riley (Senior Litigation Support Specialist)	\$350
Alicia M. Winfield (Senior Litigation Support Specialist)	\$350
Judy Fontanilla (Litigation Support Specialist)	\$300
Alex Riggsby (Litigation Support Specialist)	\$300
Hannah Grunden (Litigation Support Specialist)	\$300
Emily Knepler (Litigation Support Specialist)	\$300
Alex J. Riggsby (Litigation Support Specialist)	\$300
Cesar A. Zamudio (Litigation Support Specialist)	\$300
Reet K. Atwal (Litigation Support Specialist)	\$300
Jade A. Greer (Litigation Support Specialist)	\$300
Marcella S. Taylor (Litigation Support Specialist)	\$300
Jessica A. Kelley (Litigation Support Specialist)	\$300
Monica A. Castro (Litigation Support Specialist)	\$300
Ashley Dever (Litigation Support Specialist)	\$300
Michaela N. Ferlow (Litigation Support Specialist)	\$300
Valeria Franceschi (Litigation Support Specialist)	\$300
Gabriela Morales (Litigation Support Specialist)	\$300
Brian Palmer (Litigation Support Specialist)	\$300
Lisa Perez (Litigation Support Specialist)	\$300
Lakitta Pierre (Litigation Support Specialist)	\$300



DATE	MATTER	ATTY	DESCRIPTION	TIME	RATE	AMOUNT
2024.01.08	Color Factory ACAL	SB	Review intake notes for prospective client	0.50	\$ 600.00	\$ 300.00
2024.01.11	Color Factory ACAL	SB	Conduct pre-suit investigation re Color Factory website (1.8)	1.80	\$ 600.00	\$ 1,080.00
2024.01.12	Color Factory ACAL	PLF	Analyze ACAL statute including legislative history (1.3); Draft complaint (1.5)	2.80	\$ 775.00	\$ 2,170.00
2024.01.12	Color Factory ACAL	SB	Review and revise complaint for filing (1.5); communicate w/ client (.3).	1.80	\$ 600.00	\$ 1,080.00
2024.01.16	Color Factory ACAL	PLF	Finalize complaint (0.4)	0.40	\$ 775.00	\$ 310.00
2024.02.06	Color Factory ACAL	PLF	Call with court re answer deadline and setting R 16 conference (0.3)	0.30	\$ 775.00	\$ 232.50
2024.02.13	Color Factory ACAL	MCS	Reviewed local rules for PHV admission.	0.40	\$ 350.00	\$ 140.00
2024.02.14	Color Factory ACAL	SB	Draft and prepare CMC statement and addendum (1.5); draft requests for production (2.3); draft interrogatories (1.3).	4.10	\$ 600.00	\$ 2,460.00
2024.02.15	Color Factory ACAL	RKA	Prepared and mailed out request for COGS for SB.	0.50	\$ 300.00	\$ 150.00
2024.02.19	Color Factory ACAL	PLF	Confer with SB re finalizing CMC statement and next steps (0.2)	0.20	\$ 775.00	\$ 155.00
2024.02.21	Color Factory ACAL	SB	Follow up w/ co-counsel re: CMC	0.60	\$ 600.00	\$ 360.00
2024.02.23	Color Factory ACAL	SB	Prepare for 26(f) meet and confer	0.60	\$ 600.00	\$ 360.00
2024.02.26	Color Factory ACAL	PLF	Rule 26(f) conf with defense counsel (0.3)	0.30	\$ 775.00	\$ 232.50
2024.02.26	Color Factory ACAL	SB	26(f) meet and confer (.3); review CMC statement (.8); coordinate filing CMC (.3); finalize discovery requests (.5); serve discovery (.2).	1.90	\$ 600.00	\$ 1,140.00
2024.02.28	Color Factory ACAL	PLF	Call with court re forthcoming motion to dismiss (0.2)	0.20	\$ 775.00	\$ 155.00
2024.02.28	Color Factory ACAL	SB	Review PHV papers and get them signed and notarized.	0.50	\$ 600.00	\$ 300.00
2024.03.04	Color Factory ACAL	PLF	Prep for and attend Rule 16 conference (0.8)	0.80	\$ 775.00	\$ 620.00
2024.03.11	Color Factory ACAL	SB	Prepare and circulate initial disclosures.	0.60	\$ 600.00	\$ 360.00
2024.03.12	Color Factory ACAL	PLF	Draft voluntary payment doctrine rider for MTD Opp (2.8)	2.80	\$ 775.00	\$ 2,170.00
2024.03.13	Color Factory ACAL	PLF	Confer with SB re MTD Opp (0.3)	0.30	\$ 775.00	\$ 232.50
2024.03.13	Color Factory ACAL	SB	Confer with PLF re MTD Opp (0.3); Analyze ACAL 25.29 (0.4)	0.70	\$ 600.00	\$ 420.00
2024.03.14	Color Factory ACAL	SB	Draft MTD opp sections on unlawful fees standing part I (3.1); part II (3.3); draft section on informational injury (1.3); draft introduction (1); revise voluntary payment section (.4).	9.10	\$ 600.00	\$ 5,460.00
2024.03.15	Color Factory ACAL	PLF	Review/revise draft MTD Opp (3.8)	3.80	\$ 775.00	\$ 2,945.00
2024.03.18	Color Factory ACAL	PLF	Revise draft MTD Opp (2.4)	2.40	\$ 775.00	\$ 1,860.00
2024.03.18	Color Factory ACAL	SB	Review and revise MTD opp.	0.70	\$ 600.00	\$ 420.00
2024.03.19	Color Factory ACAL	SB	Review PLF redlines.	0.90	\$ 600.00	\$ 540.00
2024.03.21	Color Factory ACAL	SB	Draft Fraietta Declaration (.6); review and revise MTD opp (2.5).	3.10	\$ 600.00	\$ 1,860.00
2024.03.22	Color Factory ACAL	AMW	Finalize and file MTD Opp (0.7)	0.70	\$ 350.00	\$ 245.00
2024.03.22	Color Factory ACAL	PLF	Finalize MTD Opp (2.0)	2.00	\$ 775.00	\$ 1,550.00
2024.03.27	Color Factory ACAL	PLF	Call with Senator Skoufis office re letter of legislative intent (0.5)	0.50	\$ 775.00	\$ 387.50
2024.04.05	Color Factory ACAL	SB	Draft MTD Oral argument outline.	3.30	\$ 600.00	\$ 1,980.00
2024.04.08	Color Factory ACAL	AMW	Prepared MTD hearing book for PLF	0.60	\$ 350.00	\$ 210.00
2024.04.08	Color Factory ACAL	PLF	Call with defense counsel to court re rescheduling MTD hearing (0.2)	0.20	\$ 775.00	\$ 155.00
2024.04.09	Color Factory ACAL	SB	Prepare for discovery meet and confer (1.1); meet and confer (.7).	1.80	\$ 600.00	\$ 1,080.00
2024.04.14	Color Factory ACAL	SB	Review and revise OA outline.	0.80	\$ 600.00	\$ 480.00
2024.04.15	Color Factory ACAL	PLF	Prep for tomorrow's MTD oral argument (4.0)	4.00	\$ 775.00	\$ 3,100.00
2024.04.16	Color Factory ACAL	AMW	Ordered transcript for Argument	0.20	\$ 350.00	\$ 70.00
2024.04.16	Color Factory ACAL	PLF	Argue motion to dismiss (1.2)	1.20	\$ 775.00	\$ 930.00
2024.04.17	Color Factory ACAL	AMW	Saved transcript to box	0.10	\$ 350.00	\$ 35.00
2024.04.17	Color Factory ACAL	SB	Review transcript of hearing.	0.70	\$ 600.00	\$ 420.00
2024.04.19	Color Factory ACAL	PLF	Analyze court order denying MTD and confer with SB re next steps in light of same (0.8)	0.80	\$ 775.00	\$ 620.00
2024.04.19	Color Factory ACAL	SB	Reach out to opposing counsel re: discovery (0.7); Analyze MTD Order and confer with PLF re next steps (0.8)	1.50	\$ 600.00	\$ 900.00
2024.04.23	Color Factory ACAL	PLF	Settlement call with defense counsel (0.2); Discovery dispute call with court (0.2)	0.40	\$ 775.00	\$ 310.00

2024.04.23	Color Factory ACAL	SB	Prepare 30(b)(6) deposition notice (.8); review discovery requests sent to date and plan next steps (.7).	1.50	\$	600.00	\$	900.00
2024.04.24	Color Factory ACAL	PLF	Finalize Rule 30(b)(6) deposition notice (0.3)	0.30	\$	775.00	\$	232.50
2024.04.30	Color Factory ACAL	PLF	Review document production (0.2); Confer with SB re next steps in case (0.2)	0.40	\$	775.00	\$	310.00
2024.04.30	Color Factory ACAL	SB	Reivew document production.	1.30	\$	600.00	\$	780.00
2024.05.03	Color Factory ACAL	JMF	Prepared and finalized notice of subpoena and cert of server (.7); served notice and subpoena (.3).	1.00	\$	300.00	\$	300.00
2024.05.03	Color Factory ACAL	SB	Finalize and send out for service Subpoena to Peek Travel and serve notice to Color Factory.	0.70	\$	600.00	\$	420.00
2024.05.06	Color Factory ACAL	JMF	Emailed attys re service of subpoena.	0.10	\$	300.00	\$	30.00
2024.05.07	Color Factory ACAL	SB	Review Peek subpoena.	0.30	\$	600.00	\$	180.00
2024.05.08	Color Factory ACAL	JMF	Saved proof of service of subpoena.	0.10	\$	300.00	\$	30.00
2024.05.08	Color Factory ACAL	PLF	M&C call with defense counsel re discovery status (0.3)	0.30	\$	775.00	\$	232.50
2024.05.08	Color Factory ACAL	SB	Draft responses to Defendant's interrogatories (.9); requests for production (2); s/w client re same (.2).	3.10	\$	600.00	\$	1,860.00
2024.05.09	Color Factory ACAL	PLF	Review/revise draft discovery responses (1.0)	1.00	\$	775.00	\$	775.00
2024.05.09	Color Factory ACAL	SB	Send verification form to client (.2); follow up via call (.2).	0.40	\$	600.00	\$	240.00
2024.05.10	Color Factory ACAL	PLF	Review/revised draft requests to admit (0.2)	0.20	\$	775.00	\$	155.00
2024.05.14	Color Factory ACAL	SB	Draft amended deposition notice.	0.60	\$	600.00	\$	360.00
2024.05.16	Color Factory ACAL	SB	Prepare deposition outline.	2.40	\$	600.00	\$	1,440.00
2024.05.17	Color Factory ACAL	AMW	Bates stamped production	0.20	\$	350.00	\$	70.00
2024.05.17	Color Factory ACAL	SB	S/w client and compile discovery (.6); get discovery served (.2); continue preparing deposition outline (3.3).	4.10	\$	600.00	\$	2,460.00
2024.05.20	Color Factory ACAL	AMW	Seperated depo exhibits	0.40	\$	350.00	\$	140.00
2024.05.20	Color Factory ACL	ERH	Review document production and summarize same for PLF and SB (1.5)	1.50	\$	400.00	\$	600.00
2024.05.20	Color Factory ACAL	JMF	Bates stamped document production in advance of deposition	0.30	\$	300.00	\$	90.00
2024.05.20	Color Factory ACAL	PLF	Review document production (1.1)	1.10	\$	775.00	\$	852.50
2024.05.20	Color Factory ACAL	SB	Review document production (1.8); review and revise deposition outline to account for additional documents (2.7); continue preparing for deposition by reviewing materials (1.5); prepare deposition exhibits (1.6); finalize and serve interrogatory verification and second discovery production (.7); misc. deposition logistics (.5); draft Notice of deposition for Josh Fong (.8).	9.60	\$	600.00	\$	5,760.00
2024.05.21	Color Factory ACAL	PLF	Second chair Rule 30(b)(6) deposition (4.6); Debrief with SB (0.3)	4.90	\$	775.00	\$	3,797.50
2024.05.21	Color Factory ACAL	SB	Prepare for deposition (1.2); attend deposition (4.6); debrief w/ PLF (.3).	6.10	\$	600.00	\$	3,660.00
2024.05.23	Color Factory ACL	ERH	Analyze Dep transcript (1.4)	1.40	\$	400.00	\$	560.00
2024.05.23	Color Factory ACAL	PLF	Review and analyze Rule 30(b)(6) dep transcript (1.3); Draft class cert motion (3.0)	4.30	\$	775.00	\$	3,332.50
2024.05.23	Color Factory ACAL	SB	Draft and serve 2nd set of RFPs.	0.70	\$	600.00	\$	420.00
2024.05.24	Color Factory ACAL	PLF	Draft class cert motion (1.0)	1.00	\$	775.00	\$	775.00
2024.05.27	Color Factory ACAL	PLF	Continue drafting class cert motion (2.0)	2.00	\$	775.00	\$	1,550.00
2024.05.27	Color Factory ACAL	SB	Prepare for Charles deposition prep session.	0.50	\$	600.00	\$	300.00
2024.05.28	Color Factory ACAL	PLF	Deposition prep with client (2.0)	2.00	\$	775.00	\$	1,550.00
2024.05.28	Color Factory ACAL	SB	Prepare for and attend Charles depo prep session (2.0); prepare depo prep booklet for client (1.2).	3.20	\$	600.00	\$	1,920.00
2024.05.29	Color Factory ACAL	SB	Review Color Factory financials (1.2); discuss w/ PLF (.4); review and revise class certification brief (.6).	2.20	\$	600.00	\$	1,320.00
2024.05.30	Color Factory ACAL	PLF	Call with defense counsel re potential settlement (0.3)	0.30	\$	775.00	\$	232.50
2024.05.30	Color Factory ACAL	PLF	Finalize class cert brief (1.0)	1.00	\$	775.00	\$	775.00
2024.05.30	Color Factory ACAL	SB	Review JSR case law on class certification (1.5); review and revise class certification brief (2).	3.50	\$	600.00	\$	2,100.00
2024.05.31	Color Factory ACAL	RSR	Formatted and prepared tables for Class Cert (.5); reviewed Judge Rakoff's sealing motion procedure and conf. w/ PLF & SB re same (.1); prepared redactions (.2)	0.80	\$	350.00	\$	280.00
2024.05.31	Color Factory ACAL	SB	Redact class cert brief.	0.30	\$	600.00	\$	180.00

2024.06.03	Color Factory ACAL	PLF	Finalize class cert filing (2.0)	2.00	\$	775.00	\$	1,550.00
2024.06.03	Color Factory ACAL	RSR	Assisted with Class Cert filing (2.5)	2.50	\$	350.00	\$	875.00
2024.06.06	Color Factory ACAL	PLF	Client depo prep (2.0)	2.00	\$	775.00	\$	1,550.00
2024.06.06	Color Factory ACAL	SB	Deposition prep session w/ Zharia Charles (2.5); send follow up materials (.3).	2.80	\$	600.00	\$	1,680.00
2024.06.07	Color Factory ACAL	PLF	Calls with defense counsel re settlement and draft term sheet for same (2.0)	2.00	\$	775.00	\$	1,550.00
2024.06.08	Color Factory ACAL	PLF	Finalize class settlement and execute term sheet (2.0)	2.00	\$	775.00	\$	1,550.00
2024.06.08	Color Factory ACAL	SB	Discuss settlement progress w/ PLF (.3); discuss w/ client (.3).	0.60	\$	600.00	\$	360.00
2024.06.10	Color Factory ACAL	PLF	Call to court re class settlement (0.2)	0.20	\$	775.00	\$	155.00
2024.06.11	Color Factory ACAL	PLF	Draft settlement agreement and ancillary documents (3.0)	3.00	\$	775.00	\$	2,325.00
2024.06.20	Color Factory ACAL	PLF	Draft preliminary approval motion (4.0)	4.00	\$	775.00	\$	3,100.00
2024.06.21	Color Factory ACAL	PLF	Work on finalizing settlement (0.5); Analyze administration estimate and confer with Epiq re same (0.6)	1.10	\$	775.00	\$	852.50
2024.06.25	Color Factory ACAL	PLF	Revise draft preliminary approval motion papers (0.4)	0.40	\$	775.00	\$	310.00
2024.06.26	Color Factory ACL	ERH	Cite checking preliminary approval brief	0.80	\$	400.00	\$	320.00
2024.06.26	Color Factory ACAL	PLF	Finalize preliminary approval papers and send to defense counsel for review (0.7)	0.70	\$	775.00	\$	542.50
2024.06.28	Color Factory ACAL	AMW	Put tables on Preliminary Approval Brief	0.50	\$	350.00	\$	175.00
2024.07.01	Color Factory ACAL	PLF	Email to settlement admin re CAFA notice (0.4)	0.40	\$	775.00	\$	310.00
2024.07.08	Color Factory ACAL	PLF	Prep for tomorrow's PA hearing (0.8)	0.80	\$	775.00	\$	620.00
2024.07.09	Color Factory ACAL	PLF	Prep for PA hearing (0.5); Attend and argue hearing (1.5)	2.00	\$	775.00	\$	1,550.00
2024.07.10	Color Factory ACAL	PLF	Call court re FA hearing date and send revised proposed order (0.3)	0.30	\$	775.00	\$	232.50
2024.07.16	Color Factory ACAL	PLF	Introductory call with Epiq re settlement administration (0.3)	0.30	\$	775.00	\$	232.50
2024.07.17	Color Factory ACAL	RSR	Calendared PA order dates (.1)	0.10	\$	350.00	\$	35.00
2024.05.29	Color Factory ACAL	PLF	Analyze financial documents (1.0); Discuss same with SB (0.4)	1.40	\$	775.00	\$	1,085.00
2024.07.18	Color Factory ACAL	PLF	Solicit administration bids from KCC and JND (0.4)	0.40	\$	775.00	\$	310.00
2024.07.22	Color Factory ACAL	PLF	Review KCC bid and compare to Epiq bid (0.3); Analyze draft notice documents (0.6)	0.90	\$	775.00	\$	697.50
2024.07.25	Color Factory ACAL	PLF	Review JND bid and compare to Epiq bid (0.3)	0.30	\$	775.00	\$	232.50
2024.08.05	Color Factory ACAL	PLF	Analyze draft short form notice (0.3)	0.30	\$	775.00	\$	232.50
2024.08.13	Color Factory ACAL	PLF	Provide input for draft response from Color Factory to customer inquiries (0.2)	0.20	\$	775.00	\$	155.00
				<b>158.0</b>			<b>\$</b>	<b>103,542.50</b>



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		\$605.00	Filing Fees
		\$4,665.04	Transcript Expenses
		\$189.50	Service of Process Expenses
		\$45.45	Postage & Delivery Expenses
		<b>\$5,504.99</b>	<b>Total Expenses</b>
<b>Filing Fees</b>			
<b>DATE</b>	<b>MATTER</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
2024.01.17	Color Factory ACAL	\$405.00	Courts/USDC-NY-SD
2024.02.29	Color Factory ACAL	\$200.00	Courts/USDC-NY-SD
		<b>\$605.00</b>	<b>Total Filing Fees</b>
<b>Transcript Expenses</b>			
<b>DATE</b>	<b>MATTER</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
2024.05.27	Color Factory ACAL	\$4,665.04	Veritext
		<b>\$4,665.04</b>	<b>Total Transcript Expenses</b>
<b>Service of Process Expenses</b>			
<b>DATE</b>	<b>MATTER</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
2024.02.21	Color Factory ACAL	\$189.50	First Legal Network Insurance Services LLC
		<b>\$189.50</b>	<b>Total Service of Process Expenses</b>
<b>Postage &amp; Delivery Expenses</b>			
<b>DATE</b>	<b>MATTER</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
2024.02.21	Color Factory ACAL	\$22.68	GLS
2024.02.28	Color Factory ACAL	\$22.77	GLS
		<b>\$45.45</b>	<b>Total Postage &amp; Delivery Expenses</b>



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

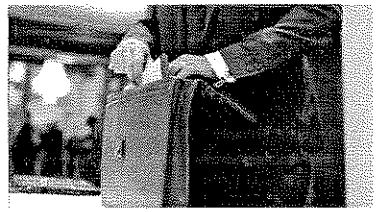
Lawyer Fees Keep Growing, But Don't Believe Them. Clients Are Demanding, and Getting, Discounts

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By JENNIFER SMITH

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



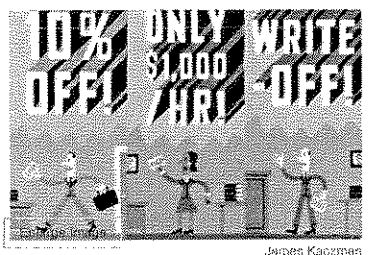
Top partners at leading U.S. law firms are charging more than ever — routinely \$1,150 or more an hour — but after discounts and write-offs the nosebleed rates aren't all they appear to be. Jennifer Smith reports. Photo: Getty Images.

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

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

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

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



James Kaczean

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

the firm's database billed at that level in the first quarter of 2013, up from 158 a year earlier.

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

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

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

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

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

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

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

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

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

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

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

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

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

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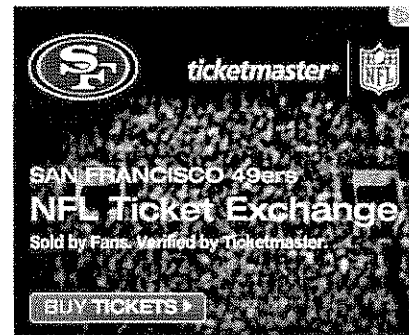
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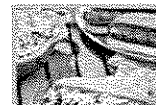


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More than a dozen leaders at major law firms declined to discuss rate increases on the record, though some said privately that the increase in associate rates could be caused in part by step increases as junior lawyers gain in seniority.

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

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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	Stations 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	Airbels	2010
Brockway, David	Bingham McCutchen	Corporate			\$1,065	Lehman Brothers Holding Inc	2010
Magee, John B.	Bingham McCutchen	Tax			\$1,065	Lehman Brothers Holding Inc	2010
Nelson, William F.	Bingham McCutchen	Tax			\$1,065	Lehman Brothers Holding Inc	2010
Plislik, Bernie	Shearman & Sterling LLP	Tax			\$1,065	Worldspace	2010
Meyerson, Lee	Simpson Thacher	Capital Markets	Mergers and Acquisition		\$1,050	Washington Mutual	2010
Nesgos, Polar	Mitbank Tweed	Finance			\$1,050	Sea Launch Company	2010
Clayton, Lewis	Paul Weiss	Intellectual Property			\$1,050	SP Wind Down Inc	2010
Flader, Robert	Paul Weiss	Labor and Employment			\$1,050	SP Wind Down Inc	2010
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	Stations Casinos	2010
Palmer, Deryok A.	Cadwalder	Finance	Bankruptcy	Mergers and Acquisition	\$1,050	Lyondell Chemical Company	2010
Aronzon, Paul	Mitbank Tweed	Bankruptcy			\$1,050	Lehman Brothers Holding Inc	2010

Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Bray, Gregory	Milbank Tweed	Bankruptcy			\$1,050	Midway Games Inc	2010
Duhne, Dennis	Milbank Tweed	Bankruptcy			\$1,050	Lehman Brothers Holding Inc	2010
Schiff, Kenneth E.	Wells Global	Mergers and Acquisitions			\$1,030	Essexdale Stay Inc	2010
Kar, Partha	Kirkland & Ellis LLP	Bankruptcy			\$1,030	Reader's Digest Association Inc	2010
Budd, Thomas M.	Gibson Dunn	Finance			\$1,027	Lehman Brothers Holding Inc	2010
Moore, Robert Jay	Milbank Tweed	Bankruptcy			\$1,025	Calm Jumper	2010
Dakin-Grimm, Linda	Milbank Tweed	Litigation			\$1,025	Lehman Brothers Holding Inc	2010
Davis, Trayton M.	Milbank Tweed	Finance	Bankruptcy	Investment Funds Litigation	\$1,025	Lehman Brothers Holding Inc	2010
Grushkin, Jay D.	Milbank Tweed	International Law	Finance	Transportation	\$1,025	Lehman Brothers Holding Inc	2010
Heller, David S.	Latham Watkins	Bankruptcy			\$1,025	In re: NEC Holdings Corp.	2010
Hershtald, Michiel	Milbank Tweed	Tax	Real Estate	Finance	\$1,025	Lehman Brothers Holding Inc	2010
Magold, Rainer	Milbank Tweed	Finance			\$1,025	Lehman Brothers Holding Inc	2010
Tomback, Andrew E.	Milbank Tweed	Litigation	Finance		\$1,025	Lehman Brothers Holding Inc	2010
Sharp, Richard	Milbank Tweed	Litigation			\$1,025	Lehman Brothers Holding Inc	2010
Clowry, Kait J.K.	Paul Hastings	Corporate			\$1,021	Lehman Brothers Holding Inc	2010
Eagan, Mark J.	Paul Hastings	Real Estate			\$1,021	Lehman Brothers Holding Inc	2010
O'Sullivan, Ronan P.	Paul Hastings	Corporate	Real Estate		\$1,021	Lehman Brothers Holding Inc	2010
Lifson, Richard S.	Cleary Gottlieb	Corporate	Finance	Mergers and Acquisition	\$1,020	Truve	2010
Dunbar, James A.	Cleary Gottlieb	Finance	Tax		\$1,020	Truve	2010
Passio, James	Cleary Gottlieb	Tax			\$1,020	Truve	2010
Gorin, William F.	Cleary Gottlieb	Corporate	Government	Capital Markets	\$1,020	Truve	2010
Moloney, Thomas J.	Cleary Gottlieb	Bankruptcy	Litigation	Finance	\$1,020	Truve	2010

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

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FEBRUARY 26, 2011

## Top Billers

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

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Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Aleksander, Nicholas P.B.	Gibson Dunn	Tax			\$1,018	Lehman Brothers Holding Inc	2010
Rocher, Philip	Gibson Dunn	Litigation			\$1,018	Lehman Brothers Holding Inc	2010
Thomas, Andrew S.V.	Gibson Dunn	Corporate			\$1,018	Lehman Brothers Holding Inc	2010
Blyth, Mark	Litigators	Litigation			\$1,010	Nortel Networks	2010
Cox, Tim	Litigators	Corporate			\$1,018	Nortel Networks	2010
Sachdev, 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	Almatis	2010
Sullivan, Peter	Gibson Dunn	Intellectual Property	Litigation		\$1,014	Almatis	2010
Trinklein, Jeffrey	Gibson Dunn	Tax	Employee Benefits	Energy	\$1,014	Almatis	2010
Vance, Janet L.	Gibson Dunn	Finance	Corporate		\$1,014	Almatis	2010
Buffone, Steven P.	Gibson Dunn	Energy	Corporate	Finance	\$1,008	Almatis	2010
Jowit, Justin S.	Paul Hastings	Finance			\$1,004	Lehman Brothers Holding Inc	2010
Gander, Fred R.	Dewey LeBoeuf LLP	Finance	Tax	Corporate	\$1000	Ambac	2010
Vyskocil, Mary Kay	Simpson Thacher	Insurance	Litigation		\$1000	Washington Mutual	2010
Brown, Avri	Simpson Thacher	Employee Benefits	Executive Compensation		\$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			\$1000	Washington Mutual	2010
Harepool, Anthony	Weil Gotshal	Bankruptcy			\$1000	Lehman Brothers Holding Inc	2010
Kelly, Jacky	Weil Gotshal	Bankruptcy	Finance		\$1000	Lehman Brothers Holding Inc	2010
Nicklin, Michael	Weil Gotshal	Bankruptcy	Finance	Equities	\$1000	Lehman Brothers Holding Inc	2010
Shankland, Matthew	Weil Gotshal	Alternative Dispute Resolution			\$1000	Lehman Brothers Holding Inc	2010
Martin, Stefan	Allen & Overy LLP	Labor and Employment			\$1,152	BearingPoint	2009

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Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Huber, John J.	Latham Watkins	Capital Markets			\$1,120	Aviza Technology	2009
Reynolds, Michael	Allen & Overy LLP	Mergers and Acquisitions			\$1,111	Chemtura Corp.	2009
Norley, Lyndon E.	Kirkland & Ellis LLP	Bankruptcy			\$1,110	Chemtura Corp.	2009
Norley, Lyndon E.	Kirkland & Ellis LLP	Bankruptcy			\$1,100	Reader's Digest Association Inc	2009
Reiss, John M.	White & Case	Mergers and Acquisitions	Equities		\$1,100	Hearland Automotive Holdings	2009
Gillespie, Stephen	Kirkland & Ellis LLP	Corporate			\$1,080	Chemtura Corp.	2009
Nakata, Nobuo	Allen & Overy LLP	Corporate			\$1,077	BearingPoint	2009
Brown, Stephen	Latham Watkins	Employee Benefits			\$1,065	Aviza Technology	2009
Chanda, Kenneth D. C.	Latham Watkins	Mergers and Acquisitions			\$1,065	Aviza Technology	2009
Pink, Sean	Latham Watkins	Tax			\$1,065	Aviza Technology	2009
Sifran, Lawrence	Latham Watkins	Finance			\$1,065	Aviza Technology	2009
Verbung, Leonard	Allen & Overy LLP	Labor and Employment			\$1,065	BearingPoint	2009
Lee-Lim, Jiyeon	Latham Watkins	International Law	Tax		\$1,065	Spanion	2009
Pisillo, Bernie	Bushman & Sterling LLP	Tax			\$1,065	Workspace	2009
Selder, Mitchell A.	Latham Watkins	Bankruptcy			\$1,065	Spanion	2009
Stokermans, Christiaan	Allen & Overy LLP	Corporate			\$1,062	BearingPoint	2009
Pohl, Timothy	Skadden	Bankruptcy	Litigation		\$1,050	Verason Energy Corporation	2009
Leung, Thomas	White & Case	Bankruptcy			\$1,050	Global Safety Textiles	2009
Mulaney, Charles W.	Skadden	Mergers and Acquisitions			\$1,060	Hartmarx	2009
Rosan, Matthew A.	Skadden	Tax			\$1,060	Hartmarx	2009
Zrinsky, Bruce	Cadwalader	Bankruptcy			\$1,050	TH Agriculture	2009

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

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FEBRUARY 23, 2011

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Milmo, J. Gregory	Skadden	Bankruptcy			\$1,050	Interstate Bakeries	2009
Braut, Elean	Allen & Overy LLP	Antitrust			\$1,038	Chemura Corp.	2009
Stroff, Neal	Skadden	Antitrust			\$1,035	Varasun Energy Corporation	2009
Hayman, Linda C.	Skadden	Corporate	Mergers and Acquisitions		\$1,035	Interstate Bakeries	2009
Neelke, Peter J.	Skadden	Finance			\$1,032	Interstate Bakeries	2009
MacLachlan, James	Baker McKelvey	Tax			\$1,029	Microm	2009
Keck, Colleen	Allen & Overy LLP	Corporate	Intellectual Property		\$1,028	BearingPoint	2009
Kelther, Eileen	Allen & Overy LLP	Mergers and Acquisitions			\$1,028	BearingPoint	2009
Fujita, Francisc	Vinson & Elkins	Capital Markets	Energy	International Law	\$1,028	MPF Holding US LLC and Official Committee Of Unsecured Creditors	2009
Reyman, David	Skadden	Tax			\$1,026	Mark IV Industries	2009
Davenport II, Kirk	Latham Watkins	Capital Markets			\$1,025	Dayton Superior	2009
Clayton, Lewis	Paul Weiss	Intellectual Property			\$1,025	Tronox	2009
Fisch, Peter	Paul Weiss	Real Estate			\$1,025	Tronox	2009
Kornberg, Alan	Paul Weiss	Bankruptcy			\$1,025	Tronox	2009
Schimek, Terry	Paul Weiss	Finance			\$1,025	Tronox	2009
Smith, Mark	Skadden	Corporate			\$1,013	Mark IV Industries	2009
Hyde, Mark	Clifford Chance	Bankruptcy			\$1,000	Lyondell Chemical Company	2009
Butlers, James	Clifford Chance	Mergers and Acquisitions			\$1,000	Lyondell Chemical Company	2009
Safirstein, Jeffrey	Paul Weiss	Bankruptcy			\$1,000	Samsonite Company	2009
Meyerson, Lee	Simpson Thacher	Capital Markets	Mergers and Acquisitions		\$1,000	Washington Mutual	2009
Finley, John	Simpson Thacher	Mergers and Acquisitions			\$1,000	Lehman Brothers Holding Inc	2009
Gover, Alan	White & Case	Bankruptcy			\$1,000	Hospital Partners	2009

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

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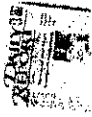


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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School
Adelson, Elliot A.	Partner	Litigation	Kirkland and Ellis	San Francisco	CA	United States	
Agronoff, Aaron L.	Associate		Jones Day	San Francisco	CA	United States	
Alford, Hans J.	Associate		Kirkland and Ellis	San Francisco	CA	United States	430
Baker, James P.	Partner	Employee Benefits and Exec Comp	Jones Day	San Francisco	CA	United States	260
Bass, Eric	Associate		Farella Braun and Martel	San Francisco	CA	United States	730
Benavente, Peter J.	Partner	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	400
Berning, Scott M.	Associate	Business and Finance	Morgan Lewis and Boekus	San Francisco	CA	United States	745
Berman, David M.	Partner	Commercial Litigation, Bankruptcy and Restruc.	Pacholski, Slung, Zehl and Jones	San Francisco	CA	United States	345
Boroch, Martha	Partner	Corporate, Criminal Investigations	Jones Day	San Francisco	CA	United States	595
Borstein, Jeffrey	Partner	White Collar Crime, Commercial Litigation	K and L Gates	San Francisco	CA	United States	725
Brown, Donald W.	Partner	Business and Finance	Convington and Burking	San Francisco	CA	United States	525
Browning, J. Taylor	Associate	Tort and Environmental Litigation	Morgan Lewis and Boekus	San Francisco	CA	United States	640
Bunzlauer, Brenda M.	Partner		King and Spalding	San Francisco	CA	United States	1996
Castro, Ruth Ann	Associate	Environmental	Farella Braun and Martel	San Francisco	CA	United States	380
Christensen, C. Murphy	Partner	Corporate Finance and Real Estate	Q'Meany and Myers	San Francisco	CA	United States	675
Christman, Ryan M.	Associate	Business Restructuring and Reorganization	Kirkland and Ellis	San Francisco	CA	United States	315
Conroy, Michelle	Associate	Business, Reinsurance and Reorganization	Jones Day	San Francisco	CA	United States	2001
Cooley, Peter J.	Equesat	Employment	Jones Day	San Francisco	CA	United States	1984
Davies, Doug	Partner	Business Transactions	Farella Braun and Martel	San Francisco	CA	United States	510
Dibble, Sam	Partner	Complex Commercial Litigation	Holler, Erimian	San Francisco	CA	United States	510
Dixon, Benjamin	Associate	Construction	Jones Day	San Francisco	CA	United States	282
Ernst, Morgan	Associate		Farella Braun and Martel	San Francisco	CA	United States	573
Dobryzowski, Daniel T.	Partner		DLA Piper	San Francisco	CA	United States	350
Douglas, Scott	Associate			San Francisco	CA	United States	525
Durr, Heather	Associate			San Francisco	CA	United States	425



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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School	Practicing Since	2006 Rate	2007 Rate	2008 Rate	2009 Rate
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, Chysty	Associate	Labor and Employment	Farella Braun and Martel	San Francisco	CA	United States	1975	1975	330	515	535	
Ford, Robert	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540	515	515	
Frank, Michael T.	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540	515	515	
Freid, Joshua M.	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540	515	515	
Franchick, John E.	Partner	Bankruptcy and Restructuring	Jones Day	San Francisco	CA	United States	2006	2006	355	355	375	
Garnett, Benjamin P.	Associate	Bankruptcy and Restructuring	Katland and Ellis	San Francisco	CA	United States	2006	2006	355	355	375	
Gerling, Tyler	Associate	Bankruptcy and Restructuring	Katland and Ellis	San Francisco	CA	United States	2006	2006	355	355	375	
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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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	Jones Day	San Francisco	CA	United States	1997
Mason, Dory	Associate Partner	Restructuring and Insolvency	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	1893
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
Patten, Katie	Associate	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1979
Peres, Karen H.	Associate Of Counsel	Banking and Finance	McGowan Lewis and Myers	San Francisco	CA	United States	1979
Potbeck, Thomas R.	Partner	California Employment	Morgan Lewis and Boekus	San Francisco	CA	United States	1979
Potter, Alex	Associate	Copyrighting	Paul Hastings Janofsky and Walker	San Francisco	CA	United States	1979
Rapagosa, Ramiro	Associate	Corporate	Paul Hastings Janofsky and Walker	San Francisco	CA	United States	2008
Rachy, Katherine S.	Partner	Corporate	Paul Hastings Janofsky and Walker	San Francisco	CA	United States	2008
Ritter, Peter	Partner	TRUI Practice	Jones Day	San Francisco	CA	United States	1985
Roche, Laura	Associate	Business Tax and Investment Funds	OMelveny and Myers	San Francisco	CA	United States	1985
Rodriguez, Noel	Associate	Business Tax and Investment Funds	OMelveny and Myers	San Francisco	CA	United States	1985
Sabnis, Cheryl	Counsel	Trial Practice	Jones Day	San Francisco	CA	United States	2003
Schickert, Vladimir	Partner	Tort and Environmental Litigation	Fawcett Braun and Martel	San Francisco	CA	United States	2003
Selling, Jocelyn	Partner Of Counsel	Private Clients Family Wealth Group	King and Spalding	San Francisco	CA	United States	1988
			Fawcett Braun and Martel	San Francisco	CA	United States	2003
			Fawcett Braun and Martel	San Francisco	CA	United States	2003

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2008 Rates 540 625  
2009 Rates 540 625

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

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**Westlaw CourtExpress**

**LEGAL BILLING REPORT**

VOLUME 11, NUMBER 1

May 2009

**BY BILLING RATE**

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Kelly, Jr., Daniel	Davis Polk & Wardwell (CA)	1986	1986	CA	\$ 900.00	4.50	4,320.00
P Condes, Julia	Davis Polk & Wardwell (CA)	1990	1990	CA	955.00	17.00	16,235.00
P O'Brien, 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	Walt, Gotschal & Mangos LLP (CA)	1986	1986	CA	799.00	0.80	639.20
P Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1978	CA	750.00	4.50	3,555.00
OC Morris, Michael	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	6,868.00
P Kevane, Henry	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1985	1986	CA	675.00	19.10	12,892.50
A Goslich, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	176.20	117,174.00
P Brown, Kenneth H.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1977	1981	CA	650.00	27.30	47,745.00
P Fidler, David	Klee, Tuchin, Bogdanoff & Stern, LLP	1997	1998	CA	650.00	23.10	15,015.00
P Weiskamm, Henry	Munger Tolles & Olson LLC	1987	1987	CA	650.00	0.50	328.00
P Bernthal, David M.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1989	1993	CA	645.00	35.50	22,952.00
P Montgomery, Cromwell	Gibson Dunn & Crutcher, LLP (CA)	1997	1997	CA	635.00	0.80	508.00
P Brown, Dennis	Munger Tolles & Olson LLC	1970	1970	CA	625.00	17.80	11,125.00
A Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	13.50	8,235.00
A DeVrahan, Shiva	White & Case LLP (CA)	2003	2003	CA	600.00	183.70	110,220.00
P Vincent, Garth	Munger Tolles & Olson LLC	1988	1988	CA	600.00	124.90	74,780.00
A Scott, Malinda	White & Case LLP (CA)	2004	2004	CA	600.00	20.90	12,540.00
P Buchanan, Laura	Klee, Tuchin, Bogdanoff & Stern, LLP	1991	1991	CA	590.00	0.20	118.00
A Ger Kwan-chien, B	Walt, Gotschal & Mangos LLP (CA)	2003	2003	CA	570.00	28.50	16,530.00
A Erdal, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	2.50	1,653.00
P Heintz, Jeffrey	Munger Tolles & Olson LLC	1884	1984	CA	550.00	35.10	19,305.00
P Fried, Jeffrey	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1995	1995	CA	535.00	21.40	11,449.00
P Fulton, James	Munger Tolles & Olson LLC	1997	1997	CA	525.00	25.80	13,545.00
A Morse, Joseph	Hennigan Barnett & Dorman LLP	2000	2000	CA	505.00	13.10	6,615.50
A Malach, Michael	Walt, Gotschal & Mangos LLP (CA)	2005	2005	CA	500.00	36.50	18,250.00
A Barsho, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	14.00	6,580.00
A Liu, Leslie	Walt, Gotschal & Mangos LLP (CA)	2006	2006	CA	465.00	45.90	21,343.50
A Kauffman, Derek	Munger Tolles & Olson LLC	2005	2005	CA	450.00	508.30	228,733.00
A Hochleiner, Brian	Munger Tolles & Olson LLC	2002	2002	CA	435.00	0.30	130.50
A Nathan, Joseph	Walt, Gotschal & Mangos LLP (CA)	2007	2007	CA	415.00	25.20	10,458.00
A Jaspser, M. Lance	Munger Tolles & Olson LLC	2006	2006	CA	400.00	96.20	38,480.00
A Estandart, Barney	Munger Tolles & Olson LLC	2006	2006	CA	400.00	8.80	3,520.00
A Rubin, Erendira E.	O'Melveny & Myers LLP (CA)	2006	2006	CA	395.00	9.40	3,718.00

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
A. Schneider, Bradley	Munger, Tolles & Olson LLC	2004	2004	CA	\$ 385.00	1.30	513.50
A. Reaven, Matthew	Wells, Goltsbel & Marges LLP (CA)	2008	2008	CA	355.80	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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**LEGAL BILLING REPORT**

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**BY BILLING RATE**

California rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Tolles, Stephen L.	Gibson Dunn & Crutcher, LLP (CA)	1982	1982	CA	\$ 860.00	0.10	\$ 86.00
P Patterson, Thomas	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	5,334.00
P Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1976	CA	844.00	4.10	3,444.00
P Thomms, Brian	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1991	1991	CA	820.00	72.80	59,696.00
P Balcer, Karen	Well, Gotshal & Manges, LLP (CA)	1986	1986	CA	810.00	40.40	32,740.00
P Zisli, Dean A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1978	1978	CA	795.00	20.30	16,138.50
P Gilmer, Danielle	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1993	1994	CA	775.00	9.50	7,362.50
P Averch, Craig	White & Case LLP (CA)	1984	1984	CA	750.00	189.20	141,900.00
P Keller, Tobias	White & Case LLP (CA)	1984	1980	CA	750.00	1.90	1,425.00
P Baker, James	White & Case LLP (CA)	1980	1980	CA	750.00	0.20	150.00
P Winston, Eric D.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1999	1999	CA	740.00	7.10	5,254.00
P Orr, Johanna Y.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1997	1997	CA	740.00	6.30	4,662.00
P Kornfeld, Alan	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
P Blort, Jeffrey E.	Sidley Austin Brown & Wood LLP (CA)	1997	1998	CA	700.00	110.90	77,630.00
P Myers, Martin	White & Case LLP (CA)	1987	1987	CA	700.00	28.50	19,850.00
P Grassowen, Debra L.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1991	1992	CA	695.00	5.50	3,822.50
P Gustafson, Mark E.	White & Case LLP (CA)	1998	1998	CA	685.00	117.70	80,824.50
P Alash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	39.40	26,595.00
A Gorsich, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	271.50	147,297.50
P Montgomery, Cromwell	Gibson Dunn & Crutcher, LLP (CA)	1997	1997	CA	635.00	2.50	1,587.50
A Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	11.50	7,015.00
A Derahim, Shiva	White & Case LLP (CA)	2003	2003	CA	600.00	217.50	130,500.00
A Scott, Melanie	White & Case LLP (CA)	2004	2004	CA	800.00	74.90	44,940.00
P Trudell, Robert	White & Case LLP (CA)	1995	1995	CA	600.00	35.30	21,180.00
A Ger Kwang-chion, B.	Well, 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 Egoff, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	0.50	285.00
C Crosby IV, Peter	White & Case LLP (CA)	1984	1984	CA	565.00	13.30	7,514.50
A Martin, Jill	White & Case LLP (CA)	2006	2006	CA	550.00	45.80	25,180.00
A Correa, Christine	White & Case LLP (CA)	2001	2001	CA	525.00	1.70	892.50
OC Brandt, Gina F.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
A Malefic, Michael	Well, 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	Well, 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	Klein, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	366.70	157,881.00
A Pczmanier, Courtney	Klein, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	23.29	9,976.00
A Dickerson, Matthew	Sidley Austin Brown & Wood LLP (CA)	2007	2007	CA	425.00	25.30	10,752.50
A Tran, William	Sidley Austin Brown & Wood LLP (CA)	2006	2006	CA	425.00	5.40	2,295.00
A Nathan, Joseph	Well, Golsthal & Manes LLP (CA)	2007	2007	CA	415.00	61.50	25,522.50
A Whitson, Lorna S.	Gibson Dunn & Crutcher, LLP (CA)	2008	2008	CA	400.00	4.00	1,600.00
A Dearlhan, Kevin	Gibson Dunn & Crutcher, LLP (CA)	2008	2008	CA	375.00	49.30	18,487.50
A Simonds, Ariella	Klein, Tuchin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	4.70	1,410.00
A Elliott, Kerin	Klein, 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	Klein, 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 Pachulski, Richard M.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1978	1979	CA	\$ 885.00	287.62	\$ 257,419.90
P Patterson, Thomas	Klee, Tuckin, Bogdanoff & Stern, LLP	1994	1994	CA	850.00	382.60	333,710.00
P Teshin, Nicholas	Klee, Tuckin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	201.40	171,190.00
P Stiem, David	Klee, Tuckin, Bogdanoff & Stern, LLP	1975	1975	CA	850.00	84.80	58,480.00
P Pachulski, Richard M.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1979	1979	CA	850.00	68.00	57,800.00
P Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1976	CA	840.00	1.00	840.00
P Ziehl, Dean A.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1978	1978	CA	825.00	258.75	211,405.25
P Timmons, Brian	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1991	1991	CA	820.00	240.60	197,282.00
P Lyons, Dennis	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1886	1988	CA	820.00	80.20	65,764.00
P Orgel, Robert B.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1981	1981	CA	795.00	357.30	284,053.50
P Richards, Jeremy	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1980	1981	CA	795.00	158.50	126,007.50
P Zehn, Dean A.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1978	1978	CA	795.00	94.00	74,730.00
P Zehn, Dean A.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1978	1978	CA	785.00	20.30	16,136.50
P Winston, Eric D.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1999	1999	CA	740.00	54.00	39,980.00
P Ong, Johanna Y.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1997	1997	CA	740.00	11.20	8,288.00
P Kornfeld, Alan	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
P Grassmann, Deborah I.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1991	1992	CA	695.00	6.50	3,822.50
P Galina, Andrew	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1983	1983	CA	685.00	3.40	2,363.00
P Parker, Daryl	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1988	1970	CA	675.00	60.80	41,040.00
P Mahoney, James	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1988	1987	CA	675.00	16.60	11,205.00
P Arash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	14.80	9,990.00
P Davids, Roman	Klee, Tuckin, Bogdanoff & Stern, LLP	1985	1985	CA	650.00	1.40	910.00
A Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	3.70	2,287.00
C Hochman, Harry	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	585.00	100.80	59,976.00
A Newmark, Victoria	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1986	1997	CA	595.00	32.50	18,337.50
C Cho, Shady	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	595.00	19.40	11,503.00
C Hochman, Harry	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	575.00	57.60	33,120.00
A Dirckman, Jennifer	Klee, 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, Matthew	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
P Brown, Glenn	Klee, Tuckin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	109.70	54,301.50
A Barstow, Melissa	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1989	1989	CA	495.00	0.50	247.50
A Liu, Leslie	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	485.00	9.80	4,557.00
P Phelan, Laurence	Wyll, Gelshtel & Maloney, LLP (CA)	1997	1997	CA	450.00	2.70	1,215.00
A Guass, David	McKerrea Long & Abshire, LLP (CA)	2005	2005	CA	430.00	402.90	173,247.00
PP Santos, Joseph C	Quinn Emanuel Urquhart Oliver & Hedges, LLP	2008	2008	CA	380.00	4.80	1,748.00
A Elliot, Koim	Klee, Tuckin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	16.60	4,980.00
PP Lacroix, Maurice	Quinn Emanuel Urquhart Oliver & Hedges, LLP	2008	2008	CA	250.00	20.30	5,075.00
LIB Fornaster, Leslie A.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	2008	2008	CA	250.00	4.90	1,225.00

California Rate Report

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





**2010 NLJ Billing Survey**

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





Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Dewey & Leboeuf LLP	New York							
2010	Dickinson Wright	Detroit		\$575	\$355		\$275	\$195	
2010	Dickstein Shapiro	Washington	\$546	\$950	\$525	\$656	\$530	\$265	\$426
2010	Dinsmore & Shohl	Cincinnati	\$302	\$590	\$220	\$360	\$300	\$175	\$222
2010	DLA Piper	Chicago							
2010	Dorsey & Whitney	Minneapolis	\$410	\$795	\$290	\$515	\$440	\$180	\$285
2010	Duane Morris	Philadelphia	\$483	\$850	\$240	\$560	\$480	\$135	\$349
2010	Dykema Gossett	Detroit	\$445	\$635	\$360	\$495	\$450	\$225	\$325
2010	Eckert Seamans Chertin & Melloff	Pittsburgh		\$625	\$250		\$320	\$150	
2010	Edwards Angell Palmer & Dodge	Boston	\$451	\$780	\$345	\$571	\$610	\$200	\$323
2010	Epstein Becker & Green	New York	\$429	\$850	\$350	\$620	\$450	\$180	\$325
2010	Faegre & Benson LLP	Minneapolis							
2010	Finnegan, Henderson, Farabow, Garrett & Dünner	Washington							
2010	Fish & Richardson	Boston							
2010	Fisher & Phillips	Atlanta		\$505	\$340		\$360	\$220	
2010	Fitzpatrick, Calla, Harper & Scinto	New York		\$730	\$460		\$440	\$275	
2010	Foley & Lardner	Milwaukee	\$554	\$1,035		\$654		\$255	\$426
2010	Foley Hoag	Boston							
2010	Ford & Harrison	Atlanta		\$620	\$375		\$390	\$250	
2010	Fowler White Boggs	Tampa, FL	\$350	\$675	\$325	\$400	\$315	\$205	\$250
2010	Fox Rothschild	Philadelphia	\$407	\$690	\$315	\$473	\$475	\$235	\$298
2010	Frost Brown Todd	Cincinnati	\$279	\$515	\$200	\$326	\$250	\$150	\$189
2010	Fulbright & Jaworski	Houston							
2010	Gardere Wynne Sewell	Dallas	\$445	\$815	\$380	\$531	\$445	\$195	\$311
2010	Gibbons	Newark, NJ	\$404	\$790	\$390	\$479	\$450	\$250	\$289
2010	Gibson, Dunn & Crutcher LLP	Los Angeles							
2010	Godfrey & Kahn	Milwaukee		\$495	\$325		\$340	\$180	
2010	Goodwin Procter	Boston							

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Gordon & Rees	San Francisco, CA							
2010	GrayRobinson	Orlando, FL		\$750	\$225		\$315	\$150	
2010	Greenberg Traurig	New York	\$453	\$875	\$355	\$550	\$610	\$200	\$332
2010	Harris Beach	Rochester, NY		\$500	\$275		\$250	\$140	
2010	Haynes and Boone	Dallas							
2010	Hinshaw & Culbertson	Chicago							
2010	Hiscock & Barclay	Syracuse, NY	\$311	\$650	\$195	\$348	\$440	\$150	\$234
2010	Hodgson Russ	Buffalo, NY	\$328	\$665	\$230	\$374	\$410	\$175	\$238
2010	Hogan Lovells	Washington							
2010	Holland & Hart LLP	Washington							
2010	Holland & Knight	Washington	\$418	\$850	\$300	\$499	\$480	\$185	\$288
2010	Holme Roberts & Owen	Denver	\$356	\$635	\$285	\$415	\$530	\$170	\$295
2010	Honigman Miller Schwartz and Cohn	Detroit							
2010	Hughes Hubbard & Reed LLP	New York							
2010	Hunton & Williams	Richmond, VA							
2010	Husch Blackwell	St. Louis	\$329	\$804	\$230	\$357	\$415	\$171	\$220
2010	Ice Miller LLP	Indianapolis							
2010	Irell & Manella	Los Angeles							
2010	Jackson Kelly	Charleston, WV		\$495	\$245		\$275	\$155	
2010	Jackson Lewis	White Plains, NY	\$384	\$715	\$260	\$428	\$440	\$150	\$282
2010	Jones Day	Washington							
2010	Jones, Walker, Waechter, Poitevent, Carrara & Denegre	New Orleans		\$620	\$195		\$275	\$140	
2010	K&L Gates	Pittsburgh							
2010	Kelley Drye & Warren	New York		\$900	\$465		\$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 Nafellis & Frankel	New York							
2010	Lane Powell	Seattle	\$349	\$600	\$310	\$431	\$350	\$230	\$278
2010	Lathrop & Gage	Kansas City		\$490	\$255		\$265	\$160	
2010	LeClairRyan, Professional Corporation	Richmond, VA							
2010	Leonard, Street and DeBard	Minneapolis							
2010	Lewis and Roca	Phoenix, AZ							
2010	Lewis Brisbois Bisgaard & Smith	Los Angeles							
2010	Lewis, Rice & Fingersh	St. Louis		\$460	\$250		\$315	\$150	\$235
2010	Lindquist & Vennum	Minneapolis	\$330			\$415			\$296
2010	Littler Mendelson	San Francisco	\$372	\$650	\$290	\$445	\$480	\$210	\$320
2010	Locke Lord Bissell & Liddell	Dallas	\$486	\$1,120	\$400	\$599	\$525	\$215	\$320
2010	Loeb & Loeb	New York		\$975	\$475		\$575	\$275	
2010	Lowenstein Sandler	Roseland, NJ		\$825	\$440		\$575	\$235	
2010	Luce, Forward, Hamilton & Scripps	San Diego		\$670	\$350		\$445	\$245	
2010	Manatt, Phelps & Phillips	Los Angeles	\$568	\$850	\$525	\$651	\$525	\$200	\$405
2010	Marshall, Dennehey, Warner, Coleman & Goggin	Philadelphia		\$410	\$145		\$320	\$130	
2010	Maynard, Cooper & Gate	Birmingham, AL		\$600	\$325		\$295	\$235	
2010	McAndrews, Held & Malloy	Chicago		\$675	\$260		\$850	\$225	

Fiscal Year	Firm Name	Location	Filmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	McCarter & English	Newark, NJ	\$355	\$825	\$360	\$498	\$405	\$215	\$313
2010	McEroy, Deutsch, Mulvaney & Carpenter	Morristown, N.J.	\$210	\$550	\$295	\$280	\$275	\$150	\$190
2010	McGuireWoods	Richmond, Va.	\$455	\$830	\$325	\$543	\$600	\$220	\$355
2010	McKenna Long & Aldridge	Atlanta	\$455	\$775	\$375	\$540	\$490	\$220	\$366
2010	Michael Best & Friedrich	Milwaukee	\$345	\$650	\$235	\$400	\$320	\$190	\$239
2010	Miles & Stockbridge	Baltimore	\$695	\$695	\$325	\$370	\$370	\$220	\$218
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	\$160	
2010	Nixon Peabody	New York	\$429	\$905	\$375	\$613	\$580	\$195	\$388
2010	O'Melveny & Myers	Los Angeles							
2010	Ogletree, Deakins, Nash, Smoak & Stewart	Greenville, S.C.	\$351	\$575	\$300	\$389	\$390	\$195	\$285

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

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

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Vorys, Sater, Seymour and Peese	Columbus, OH							
2010	Wachtell, Lipton, Rosen & Katz	New York							
2010	Weil, Gotshat & Manges LLP	New York							
2010	White and Williams	Philadelphia							
2010	Wildman, Harrold, Allen & Dixon LLP	Chicago							
2010	Wilsey Rein	Washington							
2010	Williams Mullen	Richmond, Va.	\$368	\$645	\$315	\$428	\$370	\$230	\$279
2010	Willkie Farr & Gallagher LLP	New York							
2010	Wilmer Cutler Pickering Hale and Dorr	Washington							
2010	Winstead	Dallas	\$395	\$655	\$340	\$462	\$390	\$215	\$291
2010	Winston & Strawn	Chicago	\$486	\$1,075	\$475	\$670	\$610	\$250	\$393
2010	Wombie Cantyle Sandridge & Rice	Winston Salem, NC	\$372	\$625	\$300	\$461	\$445	\$210	\$291
2010	Wyatt, Tarrant & Combs	Louisville, KY		\$500	\$245		\$285	\$180	





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

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

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

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

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



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

Amy Kolz  
The American Lawyer  
December 16, 2009

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

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

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

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

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

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

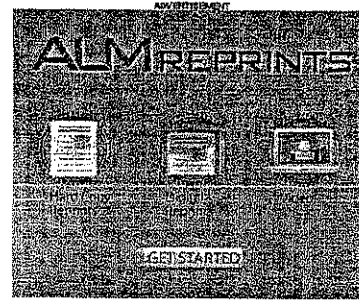
Associate rates occasionally topped \$700 an hour on bankruptcies including Lehman and Nortel Networks, as well as that of the lesser-known Sportsman's Warehouse. Discovery attorneys, research specialists and benefits consultants sometimes billed between \$500 and \$600 on cases such as Nortel, Charter Communications and Graphics Properties Holdings Inc.

FIRM	MEDIAN PARTNER RATE*	# PARTNERS FILING
Simpson Thacher	\$980	30
Cleary Gottlieb	\$960	47
Shearman & Sterling	\$950	17
Davis Polk	\$948	14
Skadden	\$945	38
Paul Weiss	\$925	24
Cadwalader	\$900	29
Milbank	\$900	55
Weil Gotshal	\$843	142
Gibson Dunn	\$840	29
Fried Frank	\$83	518
Latham & Watkins	\$830	57
White & Case	\$825	21
Paul Hastings	\$810	46
Sidley Austin	\$700	99
Akin Gump	\$680	79



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Kirkland	\$675	149
Sonnenschein	\$625	47

\*U.S.-based partners only.

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

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

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

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

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The National Law Journal

January 13, 2014 Monday

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

**LENGTH:** 1860 words

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

**BYLINE:** KAREN SLOAN

**BODY:**

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

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

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

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

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

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

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

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

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

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

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

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

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

## THE ROLE OF GEOGRAPHY

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

hour or more for contracts and commercial work.

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

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

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

**BILLING SURVEY METHODOLOGY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mullin, Richter Angeles  
& Hampton

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

THE FOUR-FIGURE CLUB

These 10 firms posted the highest partner billing rates.

**THE FOUR-FIGURE CLUB**

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

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

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## **FIRM RESUME**

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

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

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

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

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

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

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

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

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

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

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

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

### **SCOTT A. BURSOR**

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

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

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

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

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

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

### **Representative Cases**

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

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

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

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

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

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

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

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



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

### **L. TIMOTHY FISHER**

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

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

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

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

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

### Representative Cases

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

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

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

### Selected Published Decisions

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Selected Class Settlements**

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

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

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

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

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

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

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

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

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

misleading representations concerning its specifications and performance.

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

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

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

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

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

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

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

### **JOSEPH I. MARCHESE**

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

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

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

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

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

**Selected Published Decisions:**

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

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

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

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

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

**Selected Class Settlements:**

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

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

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

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

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

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

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

### **SARAH N. WESTCOT**

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

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

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

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

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

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

### **JOSHUA D. ARISOHN**

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

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

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

**Selected Published Decisions:**

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

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

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

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

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

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

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

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

**Selected Class Settlements:**

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

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

**NEAL J. DECKANT**

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

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

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

**Selected Published Decisions:**

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

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



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

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

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

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

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

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

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

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

#### **Selected Publications:**

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

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

**YITZCHAK KOPEL**

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

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

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

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

**Selected Published Decisions:**

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

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

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

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

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

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

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

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

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

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

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

Phil is admitted to the State Bars of New York, New Jersey, Illinois, Michigan, and California, the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the Western District of New York, the Northern District of New York, the District of New Jersey, the Eastern District of Michigan, the Western District of Michigan, the Northern District of Illinois, the Central District of Illinois, and the United States Court of Appeals for the Second, Third, and Ninth Circuits. Phil was a Summer Associate with Bursor & Fisher prior to joining the firm.

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

**Selected Published Decisions:**

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

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

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

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

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

**Selected Class Settlements:**

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

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

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

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

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

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

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

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

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

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

### **ALEC M. LESLIE**

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

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

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

### **Selected Class Settlements:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **STEPHEN BECK**

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

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

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

#### **STEFAN BOGDANOVICH**

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

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



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

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

### **BRITTANY SCOTT**

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

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

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

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

### **Selected Class Settlements:**

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

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

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

**MAX S. ROBERTS**

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

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

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

Outside of the law, Max is an avid triathlete.

**Selected Published Decisions:**

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

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

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

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

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

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

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

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

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

### **Selected Class Settlements:**

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

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

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

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

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

### **Bar Admissions**

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

**JULIA K. VENDITTI**

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

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

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

**JULIAN DIAMOND**

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

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

**MATTHEW GIRARDI**

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

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

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

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

**Selected Class Settlements:**

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

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

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

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

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

**JENNA GAVENMAN**

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

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

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

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

**EMILY HORNE**

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

Emily is admitted to the State Bar of California.

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

**IRA ROSENBERG**

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

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

**LUKE SIRONSKI-WHITE**

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

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

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

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

**INES DIAZ**

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

Ines is admitted to the State Bar of California.

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

**CAROLINE C. DONOVAN**

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

Caroline is admitted to the State Bar of New York.

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

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

**JOSHUA B. GLATT**

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

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

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

**JOSHUA R. WILNER**

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

Joshua is admitted to the State Bar of California.

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

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

**VICTORIA ZHOU**

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

Victoria is admitted to the State Bar of New York.

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

**KYLE D. GORDON**

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

Kyle is admitted to the State Bar of New York.

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