

BURSOR & FISHER, P.A.

L. Timothy Fisher (State Bar No. 191626)

1990 North California Blvd., Suite 940

Walnut Creek, CA 94596

Telephone: (925) 300-4455

Facsimile: (925) 407-2700

E-mail: ltfisher@bursor.com

Attorney for Plaintiff

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

C.J., individually and on behalf of all others
similarly situated,

Plaintiff,

v.

COGNOSPHERE PTE. LTD.,

Defendant.

Case No. 23CV001405

CASE DEEMED COMPLEX

ASSIGNED FOR ALL PURPOSES TO
JUDGE THOMAS W. WILLS

**DECLARATION OF L. TIMOTHY
FISHER IN SUPPORT OF
PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARD**

Action Filed: May 3, 2023
Trial Date: None assigned

Date: January 26, 2024
Time: 8:30 a.m.
Dept.: 15

1 **DECLARATION OF L. TIMOTHY FISHER**

2 I, L. Timothy Fisher, declare as follows:

3 1. I am a partner at Bursor & Fisher, P.A., counsel for Plaintiff in this action. I am an
4 attorney-at-law licensed to practice in the State of California, and I am a member of the bar of this
5 Court. I have personal knowledge of the facts set forth in this declaration, and, if called as a
6 witness, could and would competently testify thereto under oath.

7 2. I make this Declaration in support of Plaintiff’s Motion for Attorneys’ Fees, Costs,
8 and Service Award, filed contemporaneously herewith.

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

11 4. My firm’s lodestar in this case, based on current billing rates, is \$227,692.50. The
12 blended hourly rate for Class Counsel’s work is \$464.11. The hourly rates utilized in this
13 calculation include no risk multiplier. Attached hereto as **Exhibit 2** are my firm’s detailed billing
14 diaries for this matter, as well as a summary of the same. I have personally reviewed all of my
15 firm’s time entries associated with this case, and have used billing judgment to ensure that, where
16 appropriate, tasks were delegated to associates as much as possible. My firm’s time entries were
17 regularly and contemporaneously recorded by me and the other timekeepers pursuant to firm policy
18 and have been maintained in the computerized records of my firm.

19 5. As of November 1, 2023, my firm expended 490.6 hours performing the following
20 tasks, among others: (1) engaging in extensive pre-suit investigation, (2) preparing and filing
21 multiple complaints, (3) drafting an opposition to Cognospehre’s motion to dismiss, (5)
22 undertaking pre-mediation discovery, (4) preparing for and participating in a mediation, (5)
23 negotiating the terms of the Settlement and the documents related thereto, and (6) successfully
24 moving for preliminary approval of the Settlement. Nearly 70 percent of this time was billed by
25 associates.

26 6. Due to the commitment of time and capital investment required to litigate this
27 action, my firm had to forego other work, including hourly non-contingent matters, and other class
28

1 action matters.

2 7. Moreover, in taking this matter on a contingent basis, Class Counsel assumed
3 considerable risk. This case presented unique issues with regards to jurisdiction, class certification,
4 and summary judgment (i.e., issues regarding Defendant's domicile, arbitration, whether Plaintiff
5 and Class Members were actually injured, and whether there exists a ripe dispute between the
6 Parties). For example, a federal court in the Northern District of California recently dismissed
7 similar claims on these grounds, leaving the class members in that case with no recovery
8 whatsoever. *See V.R. v. Roblox Corp.* (N.D. Cal. Jan. 25, 2023) 2023 WL 411347. These novel
9 legal issues were disputed heavily by Defendant. Despite facing such risks, Class Counsel
10 effectively prosecuted this case, foregoing other work in the process. Thus, the time devoted by
11 Class Counsel to this Action on a purely contingent basis supports the requested fee.

12 8. Class Counsel anticipated a risk multiplier upon commencement of this action.

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

23 10. Through August 30, 2022, my firm has also expended \$15,217.75 in out-of-pocket
24 costs and expenses in connection with the prosecution of this case. An itemized list of those costs
25 and expenses is attached hereto as **Exhibit 3**. These costs and expenses are reflected in the records
26 of my firm and were necessary to prosecute this litigation. Cost and expense items are billed
27 separately, and such charges are not duplicated in my firm's billing rates.

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

- 12 i. *Pearlman v. Cablevision Systems Corp.*, 2019 WL 3974358 (E.D.N.Y. Aug. 20,
13 2019), approving partner rates up to \$875.
- 14 ii. *Dover v. British Airways, PLC*, No. 12-cv-05567-RJD-CLP, ECF No. 321
15 (E.D.N.Y. Oct. 9, 2018), approving partner rates up to \$875.
- 16 iii. *Laydon v. Mizuho Bank, Ltd.*, No. 1:12-cv-03419-GBD (S.D.N.Y. Dec. 7, 2017),
17 approving partner rates of \$875 to \$975 and associate rates of \$325 to \$600, as
18 set forth in ECF No. 837.
- 19 iv. *In re Credit Default Swaps Antitrust Litig.*, 2016 WL 2731524, at *17 (S.D.N.Y.
20 April 26, 2016), approving partner rates of \$834 to \$1,125 and associate rates of
21 \$411 to \$714.
- 22 v. *In re Platinum & Palladium Commod. Litig.*, No. 10-cv-3617, 2015 U.S. Dist.
23 LEXIS 98691, at *13 (S.D.N.Y. July 7, 2015) (Slip Op.), approving billing rates
24 of \$950 and \$905 per hour and referring to a recent National Law Journal survey
25 yielding an average hourly partner billing rate of \$982 in New York.
- 26 vi. *In re Bear Stearns Cos., Inc. Sec., Deriv., & ERISA Litig.*, No. 1:08-md-01963-
27 RWS, 909 F. Supp. 2d 259, 271-72 (S.D.N.Y. 2012), approving fee award based
28 on hourly rates ranging from \$275 to \$650 for associates and \$725 to \$975 for
 partners, as set forth in ECF No. 302-5.
- vii. *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.

- 1 viii. *Williams v. H&R Block Enterprises, Inc.*, No. RG08366506 (Alameda County
2 Superior Ct. Nov. 8, 2012), Order of Final Approval and Judgment, a wage and
3 hour class action, in which the court found the hourly rates of \$785, \$775, and
4 ix. *Luquetta v. The Regents of the Univ. of California*, No. CGC-05-443007 (San
5 Francisco Superior Ct. Oct. 31, 2012), Order Granting Plaintiffs' Motion for
6 Common Fund Attorneys' Fees and Expenses, a class action to recover tuition
7 overcharges in which the court found the hourly rates of \$850, \$785, \$750, and
8 \$700 reasonable for Plaintiffs' more experienced counsel.
9 x. *Pierce v. County of Orange*, 905 F. Supp. 2d 1017 (C.D. Cal. 2012), a civil rights
10 class action brought by pre-trial detainees, in which the court approved a
11 lodestar-based, *inter alia*, on 2011 rates of \$850 and \$825 per hour.
12 xi. *Holloway et. al. v. Best Buy Co., Inc.*, No. 05-5056 PJH (N.D. Cal. 2011) (Order
13 dated November 9, 2011), a class action alleging that Best Buy discriminated
14 against female, African American and Latino employees by denying them
15 promotions and lucrative sales positions, in which the court approved lodestar-
16 based rates of up to \$825 per hour.
17 xii. *Californians for Disability Rights, Inc., et al. v. California Department of*
18 *Transportation, et al.*, 2010 U.S. Dist. LEXIS 141030 (N.D. Cal. 2010), adopted
19 by Order Accepting Report and Recommendation filed February 2, 2011, a class
20 action in which the court found reasonable 2010 hourly rates of up to \$835 per
21 hour.
22 xiii. *Credit/Debit Card Tying Cases*, JCCP No. 4335 (San Francisco County Superior
23 Court Aug. 23, 2010), Order Granting Plaintiffs' Motion for Attorneys' Fees,
24 Expenses, and Incentive Awards, an antitrust class action, in which the court,
25 before applying a 2.0 lodestar multiplier, found reasonable 2010 hourly rates of
26 \$975 for a 43-year attorney, \$950 for a 46-year attorney, \$850 for 32 and 38 year
27 attorneys, \$825 for a 35-year attorney, \$740 for a 26-year attorney, \$610 for a 13-
28 year attorney, and \$600 for a 9-year attorney, and \$485 for a 5-year attorney.
29 xiv. *Savaglio, et al. v. WalMart*, No. C-835687-7 (Alameda County Superior Court
30 Sep. 10, 2010), Order Granting Class Counsel's Motion for Attorneys' Fees, a
31 wage and hour class action, in which the court found reasonable, before applying
32 a 2.36 multiplier, rates of up to \$875 per hour for a 51-year attorney, \$750 for a
33 39-year attorney, and \$775 for a 33-year attorney.
34 xv. *Qualcomm, Inc. v. Broadcom, Inc.*, Case No. 05-CV-1958-B, 2008 WL 2705161
35 (S.D. Cal. 2008), in which the court found the 2007 hourly rates requested by
36 Wilmer Cutler, Pickering, Hale & Dorr LLP reasonable; those rates ranged
37 from \$45 to \$300 for staff and paralegals, from \$275 to \$505 for associates and
38 counsel, and from \$435 to \$850 for partners.
39 12. The reasonableness of my firm's hourly rates is also supported by several surveys of

1 legal rates, including the following:

- 2 i. In an article entitled “On Sale: The \$1,150-Per Hour Lawyer,” written by Jennifer
3 Smith and published in the Wall Street Journal on April 9, 2013, the author
4 describes the rapidly growing number of lawyers billing at \$1,150 or more
5 revealed in public filings and major surveys. The article also notes that in the
6 first quarter of 2013, the 50 top-grossing law firms billed their partners at an
7 average rate between \$879 and \$882 per hour. A true and correct copy of this
8 article is attached hereto as **Exhibit 4**.
- 9 ii. In an article published April 16, 2012, the Am Law Daily described the 2012
10 Real Rate Report, an analysis of \$7.6 billion in legal bills paid by corporations
11 over a five-year period ending in December 2011. A true and correct copy of that
12 article is attached hereto as **Exhibit 5**. That article confirms that the rates
13 charged by experienced and well-qualified attorneys have continued to rise over
14 this five-year period, particularly in large urban areas like the San Francisco Bay
15 Area. It also shows, for example that the top quartile of lawyers bill at an
16 average of “just under \$900 per hour.”
- 17 iii. Similarly, on February 25, 2011, the Wall Street Journal published an article
18 entitled “Top Billers.” A true and correct copy of that article is attached hereto as
19 **Exhibit 6**. That article listed the 2010 and/or 2009 hourly rates for more than
20 125 attorneys, in a variety of practice areas and cases, who charged \$1,000 per
21 hour or more. Indeed, the article specifically lists *eleven* (11) Gibson Dunn &
22 Crutcher attorneys billing at \$1,000 per hour or more.
- 23 iv. On February 22, 2011, the ALM’s Daily Report listed the 2006-2009 hourly rates
24 of numerous San Francisco attorneys. A true and correct copy of that article is
25 attached hereto as **Exhibit 7**. Even though rates have increased significantly
26 since that time, my firm’s rates are well within the range of rates shown in this
27 survey.
- 28 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

1 rates of from \$625 to \$980 per hour.

2 viii. According to the National Law Journal's 2014 Law Firm Billing Survey, law
3 firms with their largest office in New York have average partner and associate
4 billing rates of \$882 and \$520, respectively. *See* Karen Sloan, *\$1,000 Per Hour*
5 *Isn't Rare Anymore; Nominal Billing Levels Rise, But Discounts Ease Blow*,
6 National Law Journal (Jan. 13, 2014). The survey also shows that it is common
7 for fees for partners in New York firms to exceed \$1,000 an hour. *Id.* A true and
8 correct copy of this survey is attached hereto as **Exhibit 11**.

9 ix. On June 30, 2021, Law360 published an article entitled "Billing Rates Continue
10 Upward Climb, Especially In BigLaw." A true and correct copy of that article is
11 attached hereto as **Exhibit 12**. That article discusses a LexisNexis CounselLink
12 legal trends report released on June 30, 2021 showing that "average partner
13 hourly rates jumped year over year by 3.5% in 2020, slightly higher than the
14 3.3% jump from 2018 to 2019.

15 13. My firm's rates are set taking into account our unique experience and track record
16 of success, including winning 6 of 6 class action trials. We charge these same rates to clients who
17 retain us on an hourly basis, and we do not discount them. My firm's rates have been deemed
18 reasonable by Courts across the country, including in California, New York, Michigan, Illinois,
19 Missouri, and New Jersey for example:

- 20 i. *Taylor v. Trusted Media Brands, Inc.*, No. 7:16-cv-01812 (S.D.N.Y. Feb. 1,
21 2018) (Final Judgment And Order Of Dismissal With Prejudice). A true and
22 correct copy of the transcript from the Final Approval Hearing in *Trusted Media*
23 *Brands* is attached hereto as **Exhibit 13**.
- 24 ii. *Russett v. Northwestern Mutual Life Insurance Co.*, No. 7:19-cv-07414
25 (S.D.N.Y. Oct. 6, 2020) (Final Judgment And Order Of Dismissal With
26 Prejudice).
- 27 iii. *Edwards v. Hearst Communications, Inc.*, No. 1:15-cv-09279 (S.D.N.Y. Apr. 24,
28 2019) (Final Judgment And Order Of Dismissal With Prejudice).
- iv. *Rodriguez v. CitiMortgage, Inc.*, No. 7:11-cv-4718 (S.D.N.Y. Oct. 6, 2015),
(concluding during the fairness hearing that Bursor & Fisher's rates for two of its
partners, Joseph Marchese and Scott Bursor, were "reasonable").
- v. *Perez v. Rash Curtis & Associates*, 2020 WL 1904533, at *20 (N.D. Cal. Apr. 17,
2020) (concluding that "blended rate of \$634.48 is within the reasonable range of
rates").
- vi. *In re Haier Freezer Consumer Litig.*, No. C11-02911 EJD (N.D. Cal. Oct. 25,
2013) (Final Judgment And Order Granting Plaintiffs' Motion For Final
Approval Of Class Action Settlement And For Award Of Attorneys' Fees, Costs

And Incentive Awards).

- vii. *Kokoszki v. Playboy Enterprises, Inc.*, No. 2:19-cv-10302 (E.D. Mich. Aug. 19, 2020) (Final Judgment And Order Of Dismissal With Prejudice).
- viii. *Moeller v. American Media, Inc.*, No. 2:16-cv-11367 (E.D. Mich. Sept. 28, 2017) (Order And Judgment Of Dismissal With Prejudice).
- ix. *In re Michaels Stores Pin Pad Litigation*, No. 1:11-cv-03350 (N.D. Ill. Apr. 17, 2013) (Order Approving Settlement).
- x. *In re Blue Buffalo Company, Ltd. Marketing and Sales Practices Litigation*, No. 4:14-md-02562 (E.D. Mo. June 16, 2016) (Order Awarding Fees And Costs).
- xi. *Rossi v. The Procter & Gamble Co.*, No. 11-7238 (D.N.J. Oct. 3, 2013) (Final Approval Order And Judgment).

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

15. The complaint in this case was filed on May 3, 2023. But the case actually began almost two years earlier, when, in July 2021, my firm began investigating Defendant's refund policy with respect to minors. Prior to engaging with the Defendant, my firm conducted an extensive pre-suit investigation into the factual underpinnings of the practices challenged in this action, as well as the applicable law. My firm reviewed Defendant's terms of service, Plaintiff's purchase history, and the refund policies of the platforms where Plaintiff made her purchases of in-game currency and virtual items. Further, my firm thoroughly investigated Defendant's publicly available financial information and player demographics. My firm also researched complex legal and factual issues that were specific to suing an entity based in Singapore for violations of California law.

16. My firm filed *A.T. v. Cognosphere, LLC*, 2:22-cv-01761 (C.D. Cal.) on March 16, 2022, which is a case that was premised on the same conduct and the same laws at issue as the instant case.

17. In *A.T.*, Defendant's motion to dismiss briefing raised jurisdictional arguments that my firm found difficult to overcome because the plaintiff in that case was domiciled in Virginia and Defendant's presence in California was limited.

1 18. In *A.T.*, Defendant raised difficult procedural issues that were specific to the
2 plaintiff in that case, necessitating two amendments of the *A.T.* complaint. After Defendant moved
3 to dismiss the *A.T.* case, and after my firm had prepared (but did not file) an opposition brief, my
4 firm was retained by Plaintiff C.J. to file the instant case.

5 19. As a result of the threatened litigation from C.J., the Parties mutually agreed to
6 extend the deadlines in the C.J. case, and to mediate C.J.’s claims prior to filing.

7 20. During the period leading up to the mediation, the Parties exchanged multiple
8 rounds of voluminous briefing on the core facts, legal issues, litigation risks, and potential
9 settlement structures; and the Parties supplemented that briefing with extensive telephonic
10 correspondence, mediated and shuttled by the Phillips ADR team, clarifying each both Parties’
11 positions in advance of the mediation.

12 21. On March 16, 2023, the Parties participated in a full-day mediation session with
13 Gregory P. Lindstrom of Phillips ADR, which culminated in a mediator’s proposal and near-final
14 term sheet. Following additional negotiations, the term sheet was executed by the Parties on
15 March 29, 2023. Over the next month, the parties exchanged edits to the draft long form settlement
16 agreement, which was executed on May 1, 2023. As part of this confidential mediation process,
17 Defendant provided Plaintiff’s Counsel with information about the putative class.

18 22. Pursuant to the terms of the Settlement, Cognosphere Pte. Ltd. (“Cognosphere” or
19 “Defendant”) has agreed to substantial changes that achieve the precise relief Plaintiff sought to
20 accomplish with this litigation: the ability to seek a refund for purchases made as a minor pursuant
21 to Cal. Fam. Code § 6701 and § 6710 and to make this ability reasonably apparent to the minors
22 who made and continue to make these purchases. Pursuant to the Settlement, absent Settlement
23 Class Members would release claims for declaratory, injunctive, and non-monetary equitable relief
24 only—claims for monetary damages are specifically excluded from the proposed Settlement Class
25 Members’ Released Claims. Service awards and attorneys’ fees and costs that may be awarded
26 will be paid by Cognosphere.

27 23. The Settlement was reached after informed, extensive arm’s-length negotiations.
28

1 First, the Settlement was reached after a thorough investigation into and discovery of the legal and
2 factual issues in this action. In particular, my firm conducted an extensive pre-suit investigation
3 into the factual underpinnings of the practices challenged in this action, as well as the applicable
4 law. My firm reviewed, *inter alia*, Defendant's terms of service, Plaintiff's purchase history
5 documents, and the refund policies of the platforms where Plaintiff made his purchases of in-game
6 currency and virtual items, and the parties engaged in informal discovery. Further, my firm
7 thoroughly investigated Defendant's publicly available corporate information, financial
8 information, and player demographics. Prior to bringing suit, my firm also researched complex
9 legal and factual issues that were specific to bringing suit against an entity based in Singapore for
10 violations of California law.

11 24. Based upon the information that Defendant produced to my firm, we estimate that
12 the value of the change in practices provided for under the Settlement is in the millions of dollars
13 based upon the money spent by minors in the United States during the class period. Additionally,
14 under the Settlement, Class Members do not give up their right to pursue damages claims in the
15 future.

16 25. All terms regarding fees and costs were negotiated and agreed to by the parties only
17 after full agreement was reached as to all other material terms of the Settlement Agreement.

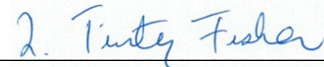
18 26. After the Court's August 11, 2023 hearing, the Parties engaged in further, intensive
19 negotiations which led to Defendant agreeing to improve its internal training procedures to
20 properly administer refunds to qualifying minors, and improve the notice plan as part of the
21 Settlement. Specifically, Defendant agreed to train its customer support ("CS") team to ask
22 questions reasonably understandable to a consumer to (1) determine whether the minor is based in
23 the U.S. and (2) whether the minor is disaffirming the purchases made in the game as part of the
24 CS training process provided for in the Settlement. If it is determined that the minor is seeking to
25 disaffirm, Defendant's CS team will work with Defendant's compliance team to refund the caller
26 and shut down the minor's account. Defendant also agreed to provide notice of the changes to the
27 Genshin Impact terms of service to class members. The revised language in the terms of service
28

1 will be pushed (via an in-app notification) by Defendant to users for their information and
2 acknowledgement.

3 27. I am of the opinion that Plaintiff C.J.'s (the "Class Representative") active
4 involvement in this case was critical to its ultimate resolution. The Class Representative assisted
5 with the preparation of and reviewed the complaint before filing, provided documents (including
6 receipts of the purchases she made in Defendant's video game), and invested substantial time over
7 the past year in collaborating and communicating with class counsel and monitoring the litigation
8 and reviewing case filings and other pertinent documents.

9 28. Attached hereto as **Exhibit 14** is a true and correct copy of the firm resume of
10 Bursor & Fisher, P.A.

11 I declare under penalty of perjury under the laws of the United States and the State of
12 California that the foregoing is true and correct. Executed on November 2, 2023 in Walnut Creek,
13 California.

14 

15 L. Timothy Fisher
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

2 This Class Action Settlement Agreement and Release, including Exhibits A-B hereto
3 (“Settlement Agreement” or “Agreement”), is made and entered into by, between, and among
4 Plaintiff C.J., a minor, through Juanita James, her mother and legal guardian (“Settlement Class
5 Representative”), on behalf of herself and the Settlement Class as defined below, and Defendant
6 Cognosphere, Pte. Ltd. (“Defendant” or “Cognosphere”). Settlement Class Representative, the
7 Settlement Class, and Cognosphere (collectively, the “Parties”) enter into this Agreement to
8 effectuate a full and final settlement and dismissal of *C.J. v. Cognosphere, Pte. Ltd.*, to be filed in
9 the Superior Court of California, County of Monterey (the “Action”).

10 **I. RECITALS**

11 1. WHEREAS, on February 20, 2023, Plaintiff’s counsel informed Cognosphere of
12 Settlement Class Representative’s potential claims against Cognosphere, on behalf of herself and
13 a class of similarly situated minors, including for declaratory, equitable and monetary relief under
14 the Declaratory Judgment Act, California’s contract laws, Consumers Legal Remedies Act Cal.
15 Civ. Code § 1750, et seq., , Business and Professions Code Sections 17200 *et seq.*

16 2. WHEREAS, the Parties agreed to mediate, prior to Settlement Class Representative
17 filing her claims against Cognosphere.

18 3. WHEREAS, the Parties mediated their dispute with Gregory Lindstrom of Phillips
19 ADR on March 16, 2023, culminating in a mediator’s proposal that was accepted in principle by
20 the parties that day. The Parties executed a on March 29, 2023;

21 4. WHEREAS, Settlement Class Representative believes that her claims are
22 meritorious and that she would be successful at trial, but nevertheless agreed to resolve the Action
23 on the terms set forth in this Settlement Agreement solely to eliminate the uncertainties and delay
24 of further protracted litigation;

25 5. WHEREAS, Cognosphere, while continuing to deny all allegations of wrongdoing
26 and disclaiming all liability with respect to all claims in the Action, considers it desirable to resolve
27 the Action on the terms stated herein solely to avoid further expense, inconvenience, and burden,
28 and therefore has determined that this settlement on the terms set forth herein is in Defendant’s

1 best interests. Neither the Settlement Agreement nor any actions taken to carry out the settlement
2 are intended to be, nor may they be deemed or construed to be, an admission or concession of
3 liability, or of the validity of any claim, defense, or of any point of fact or law on the part of any
4 party. Defendant denies all allegations of the complaint in the Action. Neither the Settlement
5 Agreement, nor the fact of settlement, nor settlement proceedings, nor the settlement negotiations,
6 nor any related document, shall be used as an admission of any fault or omission by Defendant, or
7 be offered or received in evidence as an admission, concession, presumption, or inference of any
8 wrongdoing by Defendant in any proceeding;

9 6. WHEREAS, Settlement Class Representative, Cognosphere, and the Settlement
10 Class intend for this Settlement Agreement fully and finally to compromise, resolve, discharge,
11 and settle the Released Claims, as defined and on the terms set forth below, and to the full extent
12 reflected herein, subject to the approval of the Court; and

13 7. NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND
14 AGREED, by the Settlement Class Representative, for herself and on behalf of the Settlement
15 Class, and by Cognosphere that, subject to the approval of the Court, the Action shall be settled,
16 compromised, and dismissed, on the merits and with prejudice, and the Released Claims shall be
17 finally and fully compromised, settled, and dismissed as to the Released Parties, in the manner and
18 upon the terms and conditions hereafter set forth in this Agreement.

19 **II. DEFINITIONS**

20 8. In addition to the terms defined elsewhere in this Agreement, the following terms,
21 used in this Settlement Agreement, shall have the meanings specified below:

22 9. “Attorneys’ Fees and Costs Award” means such funds as may be awarded by the
23 Court to Class Counsel to compensate Class Counsel for its fees, costs, and expenses in connection
24 with the Action and the Settlement, as described in Paragraphs VII.49-VII.50.

25 10. “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday,
26 excluding holidays observed by California and/or the federal government.

27 11. “Class Counsel” means L. Timothy Fisher, Philip L. Fraietta, and Alec M. Leslie
28 of Bursor & Fisher, P.A.

1 12. “Court” means the Superior Court of California, County of Monterey.

2 13. “Defense Counsel” means the law firm of Kecker, Van Nest & Peters LLP and all
3 of Cognosphere’s attorneys of record in the Action.

4 14. “Effective Date” means seven (7) days after which both of the following events
5 have occurred: (i) the Final Approval Order and Final Judgment have been entered and (ii) the
6 Final Approval Order and Final Judgment have become Final.

7 15. “Cognosphere” means (i) Cognosphere, Pte. Ltd. and its past, present, and future
8 parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal
9 entities, whether foreign or domestic, that are owned or controlled by Cognosphere, and (ii) the
10 past, present, and future shareholders, officers, directors, members, agents, employees,
11 independent contractors, consultants, representative, fiduciaries, insurers, attorneys, legal
12 representative, predecessors, successors, and assigns of the entities in Part (i) of this definition.

13 16. “Fairness Hearing” means the hearing that is to take place after the entry of the
14 Preliminary Approval Order for purposes of: (i) entering the Final Approval Order and Final
15 Judgment and dismissing the Action with prejudice; (ii) determining whether the Settlement
16 should be approved as fair, reasonable, and adequate pursuant to applicable California Code of
17 Civil Procedure; (iii) ruling upon an application for Service Awards by the Settlement Class
18 Representative; (iv) ruling upon an application by Class Counsel for an Attorneys’ Fees and Costs
19 Award; and (v) entering any final order awarding Attorneys’ Fees and Costs and Service Awards.

20 17. “Final” means, with respect to any judicial ruling or order, that: (1) if no appeal,
21 motion for reconsideration, reargument and/or rehearing, or petition for writ of certiorari has been
22 filed, the time has expired to file such an appeal, motion, and/or petition; or (2) if an appeal, motion
23 for reconsideration, reargument and/or rehearing, or petition for a writ of certiorari has been filed,
24 the judicial ruling or order has been affirmed with no further right of review, or such appeal,
25 motion, and/or petition has been denied or dismissed with no further right of review. Any
26 proceeding or order, or any appeal or petition for a writ of certiorari pertaining solely to any
27 application for attorneys’ fees or expenses will not in any way delay or preclude the Judgment
28 from becoming Final.

1 18. “Final Approval Order and Final Judgment” means the order finally approving the
2 terms of this Settlement Agreement and a separate judgment to be entered by the Court after the
3 Fairness Hearing, dismissing the Action against Cognosphere with prejudice, without material
4 variation from the Parties’ agreed-upon final approval order and judgment attached hereto as
5 Exhibit A.

6 19. “Legally Authorized Representative” means an administrator/administratrix,
7 personal representative, or executor/executrix of a deceased Settlement Class Member’s estate;
8 guardian, conservator, or next friend of an incapacitated Settlement Class Member; or any other
9 legally appointed Person responsible for handling the business affairs of a Settlement Class
10 Member.

11 20. “Person” means any individual, corporation, partnership, association, affiliate, joint
12 stock company, estate, trust, unincorporated association, entity, government and any political
13 subdivision thereof, or any other type of business or legal entity.

14 21. “Preliminary Approval Order” means the order that preliminarily approves the
15 Settlement and sets a date for the Final Approval Hearing, without material variation from the
16 Parties’ agreed-upon proposed preliminary approval order attached hereto as Exhibit B. Entry of
17 the Preliminary Approval Order shall constitute preliminary approval of the Settlement
18 Agreement.

19 22. “Releases” mean the releases and waivers set forth in this Settlement Agreement
20 and in the Final Approval Order and Final Judgment. The Releases are a material part of the
21 Settlement for Cognosphere. The Releases shall be construed as broadly as possible to effect
22 complete finality over this Action involving claims that result from, arise out of, are based on, or
23 relate in any way to the practices and claims that were alleged in the Action.

24 23. “Released Claims” include Settlement Class Representative’ Released Claims and
25 Settlement Class Members’ Released Claims.

26 24. “Released Parties” means (i) Cognosphere and its past, present, and future parents,
27 subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities,
28 whether foreign or domestic, that are owned or controlled by Cognosphere; and (ii) the past,

1 present, and future shareholders, officers, directors, members, agents, employees, independent
2 contractors, consultants, administrators, representative, fiduciaries, insurers, attorneys, legal
3 representative, advisors, creditors, predecessors, successors, and assigns of the entities in Part (i)
4 of this Paragraph.

5 25. “Releasing Parties” means Settlement Class Members, and each of their heirs,
6 estates, trustees, principals, beneficiaries, guardians, executors, administrators, representative,
7 agents, attorneys, partners, successors, predecessors-in-interest, and assigns and/or anyone
8 claiming through them or acting or purporting to act for them or on their behalf.

9 26. “Service Award” means the amount approved by the Court to be paid to the
10 Settlement Class Representative as described further in Paragraph VII.51.

11 27. “Settlement” means the settlement of the Action between and among the Settlement
12 Class Representative, the Settlement Class Members, and Cognosphere, as set forth in this
13 Settlement Agreement, including all attached Exhibits (which are an integral part of this
14 Settlement Agreement and are incorporated in their entirety by reference).

15 28. “Settlement Class” has the meaning set forth in Paragraph III.34.

16 29. “Settlement Class Member(s)” means any and all persons who fall within the
17 definition of the Settlement Class.

18 30. “Settlement Class Representative” means C.J., through her mother and legal
19 guardian, Juanita James.

20 31. “Settlement Class Representative’s Releasing Parties” means each Settlement
21 Class Representative, and each of her heirs, estates, trustees, principals, beneficiaries, guardians,
22 executors, administrators, Representative, agents, attorneys, insurers, subrogees, partners,
23 successors, predecessors-in-interest, and assigns and/or anyone other than Class Members
24 claiming through them or acting or purporting to act for them or on their behalf.

25 **III. SETTLEMENT CLASS CERTIFICATION**

26 32. For purposes of settlement only, the Parties agree to seek provisional certification
27 of the Settlement Class, pursuant to Code of Civil Procedure § 382 and Civil Code § 1781.

28

1 33. The Parties further agree that the Court should make preliminary findings and enter
2 the Preliminary Approval Order granting provisional certification of the Settlement Class subject
3 to the final findings and approval in the Final Approval Order and Final Judgment, and appointing
4 Settlement Class Representative as the Representative of the Settlement Class and Class Counsel
5 as counsel for the Settlement Class.

6 34. For purposes of the provisional certification, the Settlement Class shall be defined
7 as follows:

8 All persons in the United States of America who made a purchase in Genshin
9 Impact while under the age of 18.

10 35. Excluded from the Settlement Class are (i) all Persons who are directors, officers,
11 and agents of Cognosphere or its subsidiaries and affiliated companies or are designated by
12 Cognosphere as employees of Cognosphere or its subsidiaries and affiliated companies; (ii) any
13 entity in which Cognosphere has a controlling interest; and (iii) the Court, the Court's immediate
14 family, and Court staff, as well as any appellate court to which this matter is ever assigned, and its
15 immediate family and staff.

16 36. Cognosphere does not consent to certification of the Settlement Class (or to the
17 propriety of class treatment) for any purpose other than to effectuate the settlement of this Action.
18 Cognosphere's agreement to provisional certification does not constitute an admission of
19 wrongdoing, fault, liability, or damage of any kind to Settlement Class Representative or any of
20 the provisional Settlement Class Members.

21 37. Class Notice will be provided via the following information posted on Class
22 Counsel's website: the Settlement Agreement, Plaintiff's motion for preliminary approval, and
23 plaintiff's motion for attorneys' fees and incentive awards (including any opposition and reply
24 papers).

25 38. If this Settlement Agreement is terminated pursuant to its terms, disapproved by
26 any court (including any appellate court), and/or not consummated for any reason, or the Effective
27 Date for any reason does not occur, the order certifying the Settlement Class for purposes of
28 effectuating the Settlement, and all preliminary and/or final findings regarding that class

1 certification order, shall be automatically vacated upon notice of the same to the Court, the Action
2 shall proceed as though the Settlement Class had never been certified pursuant to this Settlement
3 Agreement and such findings had never been made, and the Action shall return to the procedural
4 posture as it existed on March 30, 2023, in accordance with this Paragraph. No Party nor counsel
5 shall refer to or invoke the vacated findings and/or order relating to class settlement if this
6 Settlement Agreement is not consummated and the Action is later litigated and contested by
7 Cognosphere.

8 **IV. SETTLEMENT CONSIDERATION AND INJUNCTIVE RELIEF**

9 39. In consideration for the dismissal of the Action with prejudice and the releases
10 provided in this Settlement Agreement, and as a result of the Action and Settlement, Cognosphere
11 agrees to the following for U.S. residents for three years following the effective date:

12 a) Cognosphere will agree to include language in substantially the following
13 form in its Terms of Service applicable to U.S. players (currently at
14 <https://genshin.hoyoverse.com/en/company/terms>):

15 i) “You acknowledge and agree that you are not entitled to a refund
16 for any Virtual Currency, except as otherwise required by applicable
17 law.”

18 b) Cognosphere will, in processing any direct requests for refunds of in-game
19 purchases:

20 i) For platforms that process refund requests independently from
21 Cognosphere (e.g., Apple App Store, Google Play Store,
22 PlayStation Store), in its standard response redirecting users to those
23 platforms, add language in substantially the following form: “Please
24 note that store refund policies may vary based on the location of user
25 and the age of user, including legal minority, at the time of purchase,
26 as may be required by applicable law,” provided, however, that
27 Cognosphere may include other language as well while redirecting
28 users to those platforms.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ii) For all other platforms , and refund requests for which Cognosphere elects to process itself, in its standard response for U.S. users seeking a refund who indicate that a minor was involved in the situation that led to the refund request, Cognosphere will implement policies to determine whether the in-game purchase was made when the user was a minor without parental consent, except as prohibited by local law.

c) Cognosphere will create a public-facing “help page” (or add to existing pages to the extent relevant) referencing assistance with refunds for virtual money and/or virtual goods purchases:

i) Add specific links to platforms that process refund requests independently from Cognosphere In-App/In-Game Purchase refund policies for reference;

ii) Add language in substantially the following form: “Please note that store refund policies may vary based on the location of user and the age of user, including legal minority, at the time of purchase, as may be required by applicable law,” provided, however, that Cognosphere may include other language as well while redirecting users to those platforms so long as the additional language does not conflict with the quoted required language in this Paragraph 39(c)(ii).

d) Cognosphere will link to these “help pages” on the website within its FAQ section or on any section on its website that is easily accessible to general public.

e) For all refund requests processed by Cognosphere referenced in ¶ 39(b)(ii), Cognosphere will implement a dedicated process to address refund requests to determine whether a refund is appropriate, which may include, but are not limited to, the following considerations:

- 1 i) reasonable confirmation that the purchaser is a minor;
- 2 ii) The minor’s legal guardian agrees that Cognosphere may terminate
- 3 the minor’s account and will prohibit future gameplay by the minor
- 4 and agrees to be financially responsible for any future purchases by
- 5 the minor;
- 6 iii) Cognosphere may require identification of the minor and the
- 7 minor’s legal guardian to prevent the minor’s access to further
- 8 gameplay.
- 9 iv) Cognosphere is not required to provide refunds for purchases made
- 10 on an adult’s account. The personnel staffing this dedicated process
- 11 will receive further training regarding how to analyze and process
- 12 such refund requests in accordance with applicable law.
- 13 f) The parties acknowledge that Cognosphere’s refund policies and practices
- 14 with respect to U.S. minors comply with the California Family Code Sections 6701(c) and 6710.

15 **V. SUBMISSION OF THE SETTLEMENT AGREEMENT TO THE COURT FOR**
16 **REVIEW AND APPROVAL**

17 40. Solely for purposes of implementing this Agreement and effectuating the proposed
18 Settlement, the Parties agree and stipulate that Class Counsel shall submit to the Court a motion
19 for preliminary approval of the settlement together with the [Proposed] Preliminary Approval
20 Order (Exhibit B) and [Proposed] Final Approval Order and Final Judgment (Exhibit A).

- 21 41. Among other things, the Preliminary Approval Order shall:
- 22 a) find that the requirements for provisional certification of the Settlement
 - 23 Class have been satisfied, appointing Settlement Class Representative as the Representative of the
 - 24 provisional Settlement Class and Class Counsel as counsel for the provisional Settlement Class;
 - 25 b) preliminarily enjoin all Settlement Class Members and their Legally
 - 26 Authorized Representative(s) from filing or otherwise participating in any other suit based on the
 - 27 Released Claims;

28

1 c) establish dates by which the Parties shall file and serve all papers in support
2 of the application for final approval of the Settlement;

3 d) schedule the Fairness Hearing on a date ordered by the Court, provided in
4 the Preliminary Approval Order, and in compliance with applicable law, to determine whether the
5 Settlement should be approved as fair, reasonable, adequate, and to determine whether a Final
6 Approval Order and Final Judgment should be entered dismissing the Action with prejudice;

7 e) provide that all Settlement Class Members will be bound by the Final
8 Approval Order and Final Judgment dismissing the Action with prejudice; and

9 f) pending the Fairness Hearing, stay all proceedings in the Action, other than
10 the proceedings necessary to carry out or enforce the terms and conditions of this Settlement
11 Agreement and Preliminary Approval Order.

12 42. In advance of the Fairness Hearing, Class Counsel shall request entry of a Final
13 Approval Order and Final Judgment, without material variation from Exhibit A, the entry of which
14 is a material condition of this Settlement Agreement, and that shall, among other things:

15 a) find that the Court has personal jurisdiction over all Settlement Class
16 Members, that the Court has subject matter jurisdiction over the claims asserted in the Action, and
17 that the venue is proper;

18 b) finally approve this Settlement Agreement and the Settlement pursuant to
19 California Code of Civil Procedure;

20 c) certify the Settlement Class under applicable California Code of Civil
21 Procedure for purposes of settlement only;

22 d) find that direct notice to the class is not necessary, and that notice on Class
23 Counsel's public website, as provided in this Settlement Agreement, is sufficiently within the
24 range of reasonableness;

25 e) incorporate the Releases set forth in this Settlement Agreement and make
26 the Releases effective as of the Effective Date;

27 f) issue the injunctive relief described in this Settlement Agreement;

28 g) authorize the Parties to implement the terms of the Settlement;

1 h) dismiss the Action with prejudice and enter a separate judgment pursuant to
2 applicable California Code of Civil Procedure; and

3 i) determine that the Agreement and the Settlement provided for herein, and
4 any proceedings taken pursuant thereto, are not, and should not in any event be offered, received,
5 or construed as evidence of, a presumption, concession, or an admission by any Party of liability
6 or non-liability or of the certifiability or non-certifiability of a litigation class, or of any
7 misrepresentation or omission in any statement or written document approved or made by any
8 Party; provided, however, that reference may be made to this Agreement and the Settlement
9 provided for herein in such proceedings as may be necessary to effectuate the provisions of this
10 Agreement, as further set forth in this Agreement.

11 **VI. RELEASES AND DISMISSAL OF ACTION**

12 43. Upon the Effective Date, Settlement Class Representative’s Releasing Parties will
13 be deemed to have, and by operation of the Final Approval Order and Final Judgment will have
14 fully, finally, and forever released, relinquished, and discharged any and all past, present, and
15 future claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or
16 liabilities, of any nature and description whatsoever, known or unknown, recognized now or
17 hereafter, existing or preexisting, expected or unexpected, pursuant to any theory of recovery
18 (including, but not limited to, those based in contract or tort, common law or equity, federal, state,
19 or local law, statute, ordinance, or regulation), against the Released Parties, up until and including
20 the Effective Date, that result from, arise out of, are based on, or relate in any way to the practices
21 and claims that were alleged in the Action, for any type of relief that can be released as a matter
22 of law, including, without limitation, claims for monetary relief, damages (whether compensatory,
23 consequential, punitive, exemplary, liquidated, and/or statutory), costs, penalties, interest,
24 attorneys’ fees, litigation costs, restitution, or equitable relief under Cal. Family Code §§ 6701 and
25 6710 (“Settlement Class Representative’ Released Claims”). Settlement Class Representative’s
26 Releasing Parties are forever enjoined from taking any action seeking any relief against the
27 Released Parties based on any of Settlement Class Representative’ Released Claims.

28

1 44. Upon the Effective Date, the Releasing Parties will be deemed to have, and by
2 operation of the Final Approval Order and Final Judgment will have fully, finally, and forever
3 released, relinquished, and discharged any and all past, present, and future claims, actions,
4 demands, causes of action, suits, debts, obligations, and rights or liabilities for injunctive and/or
5 declaratory relief, of any nature and description whatsoever, known or unknown, existing or
6 preexisting, recognized now or hereafter, expected or unexpected, pursuant to any theory of
7 recovery (including, but not limited to, those based in contract or tort, common law or equity,
8 federal, state, or local law, statute, ordinance, or regulation) against the Released Parties, up until
9 and including the Effective Date, that result from, arise out of, are based on, or relate in any way
10 to the practices and claims that were alleged in the Action (“Settlement Class Members’ Released
11 Claims”), except that, notwithstanding the foregoing, the Releasing Parties do not release claims
12 for monetary relief or damages. The Releasing Parties are forever enjoined from taking any action
13 seeking injunctive and/or declaratory relief against the Released Parties based on any Settlement
14 Class Members’ Released Claims.

15 45. After entering into this Settlement Agreement, the Parties may discover facts other
16 than, different from, or in addition to, those that they know or believe to be true with respect to the
17 claims released by this Settlement Agreement, but they intend to release fully, finally and forever
18 the Released Claims, and in furtherance of such intention, the Releases will remain in effect
19 notwithstanding the discovery or existence of any such additional or different facts. With respect
20 to the Released Claims, Settlement Class Representative (on behalf of themselves and the
21 Settlement Class Members), through their counsel, expressly, knowingly, and voluntarily waive
22 any and all provisions, rights, and benefits conferred by California Civil Code Section 1542 and
23 any statute, rule, and legal doctrine similar, comparable, or equivalent to California Civil Code
24 Section 1542, which reads as follows:

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

1 46. The Parties acknowledge, and by operation of law shall be deemed to have
2 acknowledged, that the waiver of the provisions of Section 1542 of the California Civil Code (and
3 any similar State laws) with respect to the claims released by this Settlement Agreement was
4 separately bargained for and was a key element of the Settlement.

5 47. By operation of the Final Approval Order and Final Judgment, the Action will be
6 dismissed with prejudice.

7 48. Upon the Effective Date: (a) this Settlement Agreement shall be the exclusive
8 remedy for any and all Released Claims of Class Representative and Settlement Class Members;
9 and (b) Class Representative and Settlement Class Members stipulate to be and shall be
10 permanently barred and enjoined by Court order from initiating, asserting, or prosecuting against
11 Released Parties in any federal or state court or tribunal any and all Released Claims.

12 **VII. ATTORNEYS' FEES, COSTS, AND SERVICE AWARD**

13 49. Class Counsel may apply to the Court for an award of reasonable attorneys' fees
14 and costs not to exceed \$400,000. Class Counsel approximates that it will seek \$25,000 in costs
15 and \$375,000 in fees, but may apply in different amounts not to exceed \$400,000. Cognosphere
16 will take no position on Class Counsel's application and agrees to pay the amount of fees and costs
17 determined by the Court, up to \$400,000. These terms regarding fees and costs were negotiated
18 and agreed to by the Parties only after full agreement was reached as to all other material terms.

19 50. Any Attorneys' Fees and Costs Award, as awarded by the Court up to \$400,000,
20 shall be payable by Cognosphere, as ordered, within the later of (a) twenty-one (21) days after the
21 Court's order awarding fees and expenses, or (b) final approval of the settlement and the expiration
22 of all deadlines in which a class member or any person may challenge final approval. In no event
23 shall Cognosphere be required to make a payment of attorneys' fees if the Settlement Agreement
24 is not finally approved.

25 51. The Parties agree that the Class Representative may apply to the Court for a Service
26 Award, which shall not exceed \$1,000, for her services as Class Representative. The Parties agree
27 that the decision whether or not to award any such payment, and the amount of that payment, rests
28 in the exclusive discretion of the Court. Cognosphere agrees to pay the amount determined by the

1 Court, up to \$1,000. Class Representative understands and acknowledges that she may receive no
2 monetary payment, and her agreement to the Settlement is not conditioned on the possibility of
3 receiving monetary payment. Any Service Award, as awarded by the Court, shall be payable by
4 Cognosphere as ordered, within the later of (a) twenty-one (21) days after the Court's order
5 awarding fees and expenses, or (b) final approval of the settlement and the expiration of all
6 deadlines in which a class member or any person may challenge final approval. In no event shall
7 Cognosphere be required to make a payment of an incentive award if the Settlement Agreement is
8 not finally approved.

9 **VIII. MODIFICATION OR TERMINATION OF SETTLEMENT AGREEMENT AND**
10 **COGNOSPHERE'S RESERVATION OF RIGHTS**

11 52. This Settlement Agreement may be amended or modified only by a written
12 instrument signed by or on behalf of all Parties or their respective successors-in-interest and
13 approval of the Court; provided, however that, after entry of the Final Approval Order and Final
14 Judgment, the Parties may by written agreement effect such amendments, modifications, or
15 expansions of this Settlement Agreement and its implementing documents (including all
16 Exhibits hereto) without further approval by the Court if such changes are consistent with the
17 Court's Final Approval Order and Final Judgment and do not materially alter, reduce, or limit the
18 rights of Settlement Class Members under this Settlement Agreement.

19 53. This Settlement Agreement and any Exhibits attached hereto constitute the entire
20 agreement among the Parties, and no representations, warranties, or inducements have been made
21 to any Party concerning this Settlement Agreement or its Exhibits other than the representations,
22 warranties, and covenants covered and memorialized in such documents.

23 54. In the event the terms or conditions of this Settlement Agreement are materially
24 modified by any court, any Party in its sole discretion to be exercised within thirty (30) days after
25 such modification may declare this Settlement Agreement null and void. For purposes of this
26 Paragraph, material modifications include any modifications to the definitions of the Settlement
27 Class, Settlement Class Members, Released Parties, or Released Claims, any modifications to the
28 terms of the Settlement consideration described in Paragraph IV.39 and/or any requirement of

1 notice to the Settlement Class. In the event of any material modification by any court, and before
2 exercising their unilateral option to withdraw from this Settlement Agreement pursuant to this
3 Paragraph, the Parties shall meet and confer within seven (7) days of such ruling to attempt to
4 reach an agreement as to how best to effectuate the court-ordered modification.

5 55. In the event that a Party exercises his/her/its option to withdraw from and terminate
6 this Settlement Agreement pursuant to Paragraph 54, then the Settlement proposed herein shall
7 become null and void and shall have no force or effect, the Parties shall not be bound by this
8 Settlement Agreement, and the Parties will be returned to their respective positions existing on
9 March 30, 2023.

10 56. If this Settlement Agreement is not approved by the Court or the Settlement
11 Agreement is terminated or fails to become effective in accordance with the terms of this
12 Settlement Agreement, the Parties will be restored to their respective positions in the Action
13 existing on March 30, 2023. In such event, the terms and provisions of this Settlement Agreement
14 and the memorandum of understanding will have no further force and effect with respect to the
15 Parties and will not be used in this Action or in any other proceeding for any purpose, and any
16 Judgment or order entered by the Court in accordance with the terms of this Settlement Agreement
17 will be treated as vacated.

18 57. The procedure for and the allowance or disallowance by the Court of any
19 application for attorneys' fees, costs, expenses, and/or reimbursement to be paid to Class Counsel,
20 and the procedure for any payment to the class representative, are not part of the settlement of the
21 Released Claims as set forth in the Settlement Agreement, and are to be considered by the Court
22 separately from the Court's consideration of the fairness, reasonableness, and adequacy of the
23 settlement of the Released Claims as set forth in the Settlement Agreement. Any such separate
24 order, finding, ruling, holding, or proceeding relating to any such applications for attorneys' fees
25 and costs and/or payment to the class representative, or any separate appeal from any separate
26 order, finding, ruling, holding, or proceeding relating to them or reversal or modification of them,
27 shall not operate to terminate or cancel the Settlement Agreement or otherwise affect or delay the
28 finality of the final approval order and final judgment approving the Settlement.

1 58. The terms of this Agreement relating to the Attorneys' Fees and Costs Award and
2 Service Awards were negotiated and agreed to by the Parties only after full agreement was reached
3 as to all other material terms of the proposed Settlement, including, but not limited to, any terms
4 relating to the relief to the Settlement Class.

5 59. Cognosphere denies the material factual allegations and legal claims asserted in the
6 Action, including any and all charges of wrongdoing or liability arising out of any of the conduct,
7 statements, acts or omissions alleged in the Action. Similarly, this Settlement Agreement provides
8 for no admission of wrongdoing or liability by any of the Released Parties. This Settlement is
9 entered into solely to eliminate the uncertainties, burdens, and expenses of protracted litigation.
10 For the avoidance of doubt, Cognosphere does not acknowledge the propriety of certifying the
11 Settlement Class for any purpose other than to effectuate the Settlement of the Action. If this
12 Settlement Agreement is terminated pursuant to its terms, or the Effective Date for any reason does
13 not occur, Cognosphere does not waive, but rather expressly retains and reserves, all rights it had
14 prior to the execution of this Settlement Agreement to challenge all claims and allegations in the
15 Action upon all procedural and factual grounds, including, without limitation, the right to
16 challenge the certifiability of any class claims certified in the Action, and to assert any and all
17 other potential defenses or privileges that were available to it at that time, including but not limited
18 to challenging the Court's subject matter jurisdiction over any claims asserted in the Action.
19 Cognosphere's agreement to this Settlement does not constitute an admission that certification is
20 appropriate outside of the context of this Settlement. The Settlement Class Representative and
21 Class Counsel agree that Cognosphere retains and reserves these rights, and agree not to take a
22 position to the contrary. Class Counsel shall not refer to or invoke Cognosphere's decision to
23 accept the certified class for purposes of settlement if the Effective Date does not occur and the
24 Action is later litigated and certification is contested by Cognosphere.

25 **IX. MISCELLANEOUS PROVISIONS**

26 60. The Parties intend the Settlement Agreement to be a final and complete resolution
27 of all disputes between them with respect to the Action. The Settlement Agreement compromises
28

1 claims that are contested and will not be deemed an admission by Cognosphere or Class
2 Representative as to the merits of any claim or defense.

3 61. Unless otherwise specifically provided herein, all notices, demands, or other
4 communications given hereunder shall be sent by email and First Class mail to the following:

5 To Class Representative and the Settlement Class:

6 L. Timothy Fisher
7 ltfisher@bursor.com
8 Bursor & Fisher, P.A.
9 1990 N. California Blvd.
10 Walnut Creek, CA 94596

11 Philip L. Fraietta
12 pfraietta@bursor.com
13 Alec M. Leslie
14 aleslie@bursor.com
15 888 7th Ave.
16 New York, NY 10019

17 To Counsel for Cognosphere:

18 Ajay S. Krishnan
19 Kecker, Van Nest & Peters LLP
20 633 Battery Street
21 San Francisco, CA 94111-1809
22 akrishnan@kecker.com

23 Michelle Ybarra
24 Kecker, Van Nest & Peters LLP
25 633 Battery Street
26 San Francisco, CA 94111-1809
27 mybarra@kecker.com

28 62. All of the Exhibits to this Agreement are an integral part of the Settlement and are
incorporated by reference as though fully set forth herein.

63. The Parties agree that the recitals are contractual in nature and form a material part
of this Settlement Agreement.

64. No extrinsic evidence or parol evidence shall be used to interpret, explain, construe,
contradict, or clarify this Agreement, its terms, the intent of the Parties or their counsel, or the
circumstances under which this Settlement Agreement was made or executed. This Settlement
Agreement supersedes all prior negotiations and agreements. The Parties expressly agree that the

1 terms and conditions of this Settlement Agreement will control over any other written or oral
2 agreements.

3 65. Unless otherwise noted, all references to “days” in this Agreement shall be to
4 calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or
5 federal legal holiday, such date or deadline shall be on the first Business Day thereafter.

6 66. The Settlement Agreement, the Settlement, all documents, orders, and other
7 evidence relating to the Settlement, the fact of their existence, any of their terms, any press release
8 or other statement or report by the Parties or by others concerning the Settlement Agreement, the
9 Settlement, their existence, or their terms, any negotiations, proceedings, acts performed, or
10 documents drafted or executed pursuant to or in furtherance of the Settlement Agreement or the
11 Settlement shall not be offered, received, deemed to be, used as, construed as, and do not constitute
12 a presumption, concession, admission, or evidence of (i) the validity of any Released Claims or of
13 any liability, culpability, negligence, or wrongdoing on the part of the Released Parties; (ii) the
14 Court’s subject matter jurisdiction over any Released Claims; (iii) any fact alleged, defense
15 asserted, or any fault, misrepresentation, or omission by the Released Parties; (iv) the propriety of
16 certifying a litigation class or any decision by any court regarding the certification of a class, and/or
17 (v) whether the consideration to be given in this Settlement Agreement represents the relief that
18 could or would have been obtained through trial in the Action, in any trial, civil, criminal,
19 administrative, or other proceeding of the Action or any other action or proceeding in any court,
20 administrative agency, or other tribunal.

21 67. The Parties to this Action or any other Released Parties shall have the right to file
22 the Settlement Agreement and/or the Final Approval Order and Final Judgment in any action that
23 may be brought against them in order to support a defense or counterclaim based on principles of
24 res judicata, collateral estoppel, release, good-faith settlement, judgment bar, reduction, or any
25 other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

26 68. The Parties agree that the consideration provided to the Settlement Class and the
27 other terms of the Settlement Agreement were negotiated at arm’s length, in good faith by the
28

1 Parties, and reflect a settlement that was reached voluntarily, after consultation with competent
2 legal counsel, and with the assistance of an independent, neutral mediator.

3 69. The Class Representative and Class Counsel have concluded that the Settlement set
4 forth herein constitutes a fair, reasonable, and adequate resolution of the claims that the Class
5 Representative asserted against Cognosphere, including the claims on behalf of the Settlement
6 Class, and that it promotes the best interests of the Settlement Class.

7 70. To the extent permitted by law, all agreements made and orders entered during the
8 course of the Action relating to the confidentiality of information shall survive this Settlement
9 Agreement.

10 71. The waiver by one Party of any breach of this Settlement Agreement by any other
11 Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement
12 Agreement.

13 72. This Settlement Agreement may be executed in counterparts, each of which shall
14 be deemed an original and all of which, when taken together, shall constitute one and the same
15 instrument. Signatures submitted by email or facsimile shall also be considered originals. The
16 date of execution shall be the latest date on which any Party signs this Settlement Agreement.

17 73. The Parties hereto and their respective counsel agree that they will use their best
18 efforts to obtain all necessary approvals of the Court required by this Settlement Agreement,
19 including to obtain a Final Approval Order and Final Judgment approving the Settlement.

20 74. This Settlement Agreement shall be binding upon and shall inure to the benefit of
21 the successors and assigns of the Parties hereto, including any and all Released Parties and any
22 corporation, partnership, or other entity into or with which any Party hereto may merge,
23 consolidate, or reorganize, each of which is entitled to enforce this Settlement Agreement.

24 75. This Settlement Agreement was jointly drafted by the Parties. Class
25 Representative, Settlement Class Members, and/or Cognosphere shall not be deemed to be the
26 drafters of this Settlement Agreement or of any particular provision, nor shall they argue that any
27 particular provision should be construed against its drafter or otherwise resort to the *contra*
28 *proferentem* canon of construction. Accordingly, this Settlement Agreement should not be

1 construed in favor of or against one Party as to the drafter, and the Parties agree that the provisions
2 of California Civil Code § 1654 and common law principles of construing ambiguities against the
3 drafter shall have no application.

4 76. Any and all Exhibits to this Settlement Agreement, which are identified in the
5 Settlement Agreement and attached hereto, are material and integral parts hereof and are fully
6 incorporated herein by this reference.

7 77. This Settlement Agreement shall be governed by and construed in accordance with
8 the laws of the State of California, without regard to choice of law principles. Any action to
9 enforce the terms of this Settlement Agreement shall be filed in the Superior Court of the State of
10 California.

11 78. The headings used in this Settlement Agreement are inserted merely for the
12 convenience of the reader, and shall not affect the meaning or interpretation of this Settlement
13 Agreement.

14 79. In construing this Settlement Agreement, the use of the singular includes the plural
15 (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

16 80. Class Representative and Class Counsel will not issue any press release or
17 communicate with the media regarding the Settlement or the Action without prior approval of
18 Cognosphere. However, if Class Representative or Class Counsel receive an inquiry from any
19 third party (excluding Settlement Class Members who identify themselves as such), they may only
20 make affirmative statements relating to the Settlement as follows: "The parties have reached a
21 mutually agreeable resolution to a disputed set of class claims that is fair, adequate, and
22 reasonable." Class Counsel reserves all rights to communicate with individual members of the
23 Settlement Class to assist them in understanding the Settlement and nothing herein shall be
24 construed as restricting those rights and responsibilities. Similarly, nothing in this Agreement will
25 affect Cognosphere's right to communicate with individual members of the Settlement Class
26 relating to matters other than the Action or the proposed Settlement.

27
28

1 81. The provision of the confidentiality agreement entered into with respect to the
2 mediation process concerning this matter is waived for the limited purpose of permitting the Parties
3 to confirm the details of the mediation process that are included in this Agreement.

4 82. The Class Representative further acknowledges, agrees, and understands that: (i)
5 she has read and understands the terms of this Agreement; (ii) she has been advised in writing to
6 consult with an attorney before executing this Agreement; and (iii) she has obtained and considered
7 such legal counsel as she deems necessary. The Class Representative enters into this Settlement
8 Agreement with the full ratification and authorization of her guardian, Juanita James.

9 83. All of the Parties warrant and represent that they are agreeing to the terms of this
10 Settlement Agreement based upon the legal advice of their respective attorneys, that they have
11 been afforded the opportunity to discuss the contents of this Settlement Agreement with their
12 attorneys, and that the terms and conditions of this document are fully understood and voluntarily
13 accepted.

14 84. Each Party to this Settlement Agreement warrants that he or it is acting upon her or
15 its independent judgment and upon the advice of her or its counsel, and not in reliance upon any
16 warranty or representation, express or implied, of any nature or any kind by any other Party, other
17 than the warranties and representations expressly made in this Settlement Agreement.

18 85. Each Counsel or other person executing this Settlement Agreement or any of its
19 Exhibits on behalf of any Party hereby warrants that such person has the full authority to do so.
20 Class Counsel, on behalf of the Settlement Class, is expressly authorized by the Class
21 Representative to take all appropriate action required or permitted to be taken by the Settlement
22 Class pursuant to this Settlement Agreement to effectuate its terms, and is expressly authorized to
23 enter into any modifications or amendments to this Settlement Agreement on behalf of the
24 Settlement Class that Class Counsel and Class Representative deem appropriate.

25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have
duly executed this Settlement Agreement as of the date set forth below.

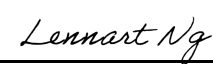
Dated: May 1, 2023

KEKER, VAN NEST & PETERS LLP

By: 


Dated: April 28, 2023

COGNOSPHERE, PTE. LTD.

By: 

Dated: Apr 28, 2023, 2023

PLAINTIFF C.J.

By: 
Juanita M. James (Apr 28, 2023 07:35 PDT)

Dated: Apr 28, 2023, 2023

BURSOR & FISHER, P.A.

By: 

EXHIBIT A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

C.J., a minor, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

COGNOSPHERE PTE. LTD.,

Defendant.

Case No.

**[PROPOSED] FINAL ORDER
AND JUDGMENT**

1 The Court has considered the Class Action Settlement Agreement and Release between
2 Plaintiff C.J. (“Plaintiff”) and Defendant Cognosphere, Pte. Ltd., (“Defendant” or
3 “Cognosphere”), dated ____, 2023 (“Settlement Agreement”), the motion for an order finally
4 approving the Settlement Agreement, the record in this Action, the arguments and
5 recommendations made by counsel, and the requirements of the law. The Court finds and orders
6 as follows:

7 **I. FINAL APPROVAL OF THE SETTLEMENT AGREEMENT**

8 1. The Settlement Agreement is approved under California Rules of Court Rule 3.769
9 and Code of Civil Procedure § 382. The Court finds that the Settlement Agreement and the
10 Settlement it incorporates appear fair, reasonable, and adequate, and its terms are within the range
11 of reasonableness. The Settlement Agreement was entered into at arm’s-length by experienced
12 counsel after extensive negotiations spanning months, including with the assistance of a third-
13 party mediator. The Court finds that the Settlement Agreement is not the result of collusion.

14 **II. DEFINED TERMS**

15 2. For the purposes of this Final Approval Order and Final Judgment (“Order”), the
16 Court adopts all defined terms as set forth in the Settlement Agreement.

17 **III. NO ADMISSIONS AND NO EVIDENCE**

18 3. This Order, the Settlement Agreement, the Settlement provided for therein, and
19 any proceedings taken pursuant thereto, are not, and should not in any event be offered, received,
20 or construed as evidence of, a presumption, concession, or an admission by any Party or any of
21 the Released Parties of wrongdoing, to establish a violation of any law or duty, an admission that
22 any of the practices at issue violate any laws or require any disclosures, any liability or non-
23 liability, the certifiability or non-certifiability of a litigation class in this case, or any
24 misrepresentation or omission in any statement or written document approved or made by any
25 Party.
26
27
28

1 **IV. JURISDICTION**

2 4. For the purposes of the Settlement of the Action, the Court finds it has subject
3 matter and personal jurisdiction over the Parties, including all Settlement Class Members, and
4 venue is proper.

5 **V. CLASS CERTIFICATION OF RULE 23(B)(2) CLASS FOR SETTLEMENT**
6 **PURPOSES ONLY**

7 5. The Court finds and concludes that, for the purposes of approving this Settlement
8 Agreement only, the proposed Settlement Class meets the requirements for certification under
9 California Code of Civil Procedure § 382: (a) the Settlement Class is so numerous that joinder of
10 all members is impracticable; (b) there are questions of law or fact common to the Settlement
11 Class; (c) the claims or defenses of the Settlement Class Representative are typical of the claims
12 or defenses of the Settlement Class; (d) Settlement Class Representative and Class Counsel will
13 fairly and adequately protect the interests of the Settlement Class because Settlement Class
14 Representative have no interests antagonistic to the Settlement Class, and have retained counsel
15 who are experienced and competent to prosecute this matter on behalf of the Settlement Class;
16 and (e) the Defendant has acted on grounds that apply generally to the Settlement Class, so that
17 final injunctive relief is appropriate respecting the Settlement Class as a whole.

18 6. The Settlement Agreement was the result of negotiations conducted by the Parties,
19 over the course of multiple months, including with the assistance of a neutral
20 mediator. Settlement Class Representative and Class Counsel maintain that the
21 Action and the claims asserted therein are meritorious and that Settlement Class
22 Representative and the Class would have prevailed at trial. Defendant denies the
23 material factual allegations and legal claims asserted by Settlement Class
24 Representative in this Action, maintains that, other than for settlement purposes, a
25 class would not be certifiable under any Rule, and that the Settlement Class
26 Representative and Class Members would not prevail at trial. Notwithstanding the
27 foregoing, the Parties have agreed to settle the Action pursuant to the provisions of
28

1 the Settlement Agreement, after considering, among other things: (a) the benefits
2 to the Settlement Class Representative and the Settlement Class under the terms of
3 the Settlement Agreement; (b) the uncertainty of being able to prevail at trial; (c)
4 the uncertainty relating to Defendant’s defenses and the expense of additional
5 motion practice in connection therewith; (d) obstacles to establishing entitlement
6 to class-wide relief; (e) the attendant risks of litigation, especially in complex
7 actions such as this, as well as the difficulties and delays inherent in such litigation
8 and appeals; and (f) the desirability of consummating the Settlement promptly in
9 order to provide effective relief to the Settlement Class Representative and the
10 Settlement Class.

11 7. The Court accordingly certifies, for settlement purposes only, a class consisting of
12 all persons in the United States of America who made a purchase in Genshin Impact while under
13 the age of 18. Excluded from the Settlement Class are (i) all Persons who are directors, officers,
14 and agents of Cognosphere or its subsidiaries and affiliated companies or are designated by
15 Cognosphere as employees of Cognosphere or its subsidiaries and affiliated companies; (ii) any
16 entity in which Cognosphere has a controlling interest; and (iii) the Court, the Court’s immediate
17 family, and Court staff, as well as any appellate court to which this matter is ever assigned, and its
18 immediate family and staff..

19 **VI. NOTICE**

20 8. Direct notice of the settlement is not required here because the Settlement
21 Agreement only releases claims for injunctive and/or declaratory relief and does not release the
22 monetary or damages claims of the Class, and thus the settlement expressly preserves the
23 individual rights of class members to pursue monetary claims against the defendant. Nonetheless,
24 pursuant to the Settlement Agreement, documents pertaining to the Settlement, preliminary
25 approval, and final approval (including Plaintiffs’ motion for attorneys’ fees and incentive awards
26 and any opposition or reply papers thereto), were posted on Class Counsel’s public website.
27
28

1 **VII. CLAIMS COVERED AND RELEASES**

2 9. This Order constitutes a full, final and binding resolution between the Class
3 Representative's Releasing Parties, on behalf of themselves and the Settlement Class Members,
4 and the Released Parties. This Release shall be applied to the maximum extent permitted by law.

5 10. Upon the Effective Date and by operation of this Order, the Settlement Class
6 Representative's Releasing Parties will fully, finally, and forever release, relinquish, and
7 discharge any and all Settlement Class Representative's Released Claims, including claims for
8 monetary relief and damages, known and unknown, as well as provide a waiver under California
9 Civil Code Section 1542. Settlement Class Representative's Releasing Parties are forever
10 enjoined from taking any action seeking any relief against the Released Parties based on any
11 Settlement Class Representative's Released Claims.

12 11. Upon the Effective Date and by operation of this Order, the Releasing Parties will
13 fully, finally, and forever release, relinquish, and discharge the Settlement Class Members'
14 Released Claims,as well as provide a waiver under California Civil Code Section 1542) including
15 any and all claims for injunctive and/or declaratory relief of any kind or character, at law or
16 equity, known or unknown, preliminary or final, under any other federal or state law or rule of
17 procedure, up until and including the Effective Date, that result from, arise out of, are based on,
18 or relate in any way to the practices and claims that were alleged in the Action, except that,
19 notwithstanding the foregoing, the Releasing Parties do not release claims for monetary relief or
20 damages. The Releasing Parties are forever enjoined from taking any action seeking injunctive
21 and/or declaratory relief against the Released Parties based on any Settlement Class Members'
22 Released Claims.

23 12. The Settlement Agreement and this Order shall be the exclusive remedy for any
24 and all Released Claims of the Settlement Class Representatives, Settlement Class Members, and
25 Cognosphere.

26 **VIII. INJUNCTIVE RELIEF**

1
2 13. Cognosphere will agree to include language in substantially the following form in
3 its Terms of Service applicable to U.S. players (currently at
4 <https://genshin.hoyoverse.com/en/company/terms>):

- 5 a. “You acknowledge and agree that you are not entitled to a refund for any Virtual
6 Currency, except as otherwise required by applicable law.”

7 14. Cognosphere will, in processing any direct requests for refunds of in-game
8 purchases:

- 9 a. For platforms that process refund requests independently from Cognosphere (e.g.,
10 Apple App Store, Google Play Store, PlayStation Store), in its standard response
11 redirecting users to those platforms, add language in substantially the following
12 form: “Please note that store refund policies may vary based on the location of
13 user and the age of user, including legal minority, at the time of purchase, as may
14 be required by applicable law,” provided, however, that Cognosphere may include
15 other language as well while redirecting users to those platforms.
- 16 b. For all other platforms , and refund requests for which Cognosphere elects to
17 process itself, in its standard response for U.S. users seeking a refund who indicate
18 that a minor was involved in the situation that led to the refund request,
19 Cognosphere will implement policies to determine whether the in-game purchase
20 was made when the user was a minor without parental consent, except as
21 prohibited by local law.

22 15. Cognosphere will create a public-facing “help page” (or add to existing pages to
23 the extent relevant) referencing assistance with refunds for virtual money and/or virtual goods
24 purchases:

- 25 a. Add specific links to platforms that process refund requests independently from
26 Cognosphere In-App/In-Game Purchase refund policies for reference;
- 27 b. Add language in substantially the following form: “Please note that store refund
28 policies may vary based on the location of user and the age of user, including legal

1 minority, at the time of purchase, as may be required by applicable law,” provided,
2 however, that Cognosphere may include other language as well while redirecting
3 users to those platforms so long as the additional language does not conflict with
4 the quoted required language in this Paragraph.

5 16. Cognosphere will link to these “help pages” on the website within its FAQ section.

6 17. For all refund requests processed by Cognosphere referenced in ¶ 5(b)(ii),
7 Cognosphere will implement a dedicated process to address refund requests to determine whether
8 a refund is appropriate, which may include, but are not limited to, the following considerations:

- 9 a. reasonable confirmation that the purchaser is a minor;
- 10 b. The minor’s legal guardian agrees that Cognosphere may terminate the minor’s
11 account and will prohibit future gameplay by the minor and agrees to be
12 financially responsible for any future purchases by the minor;
- 13 c. Cognosphere may require identification of the minor and the minor’s legal
14 guardian to prevent the minor’s access to further gameplay.
- 15 d. Cognosphere is not required to provide refunds for purchases made on an adult’s
16 account. The personnel staffing this dedicated process will receive further training
17 regarding how to analyze and process such refund requests in accordance with
18 applicable law.

19 18. The parties will acknowledge that Cognosphere’s refund policies and practices
20 with respect to U.S. minors comply with the California Family Code Sections 6701(c) and 6710.

21 **IX. ATTORNEYS’ FEES AND EXPENSES AND INCENTIVE AWARDS**

22 19. The Court has also considered Plaintiff’s Motion for Attorneys’ Fees, Costs,
23 Expenses, and Incentive Award, as well as the supporting declarations, and adjudges that the
24 payment of attorneys’ fees, costs, and expenses in the amount of \$400,000 is reasonable under
25 California law. *In re Consumer Privacy Cases*, 175 Cal.App.4th 545, 551 (2009); *Wershba v.*
26 *Apple Computer*, 91 Cal.App.4th 224, 254-255 (2001); *Lealao v. Benefit Cal.*, 82 Cal.App.4th 19,
27 26-34 (2000); *Serrano v. Priest*, 20 Cal.3d 25, 34-48 (1977). This award includes Class
28

1 Counsel's unreimbursed litigation expenses. Such payment shall be made pursuant to and in the
2 manner provided by the terms of the Settlement Agreement.

3 20. The Court has also considered Plaintiff's Motion and supporting declarations for
4 an incentive award to the Class Representative, C.J. The Court adjudges that the payment of an
5 incentive award in the amount of \$1,000 to C.J. to compensate her for her efforts and
6 commitment on behalf of the Settlement Class, is fair, reasonable, and justified under the
7 circumstances of this case. Such payment shall be made pursuant to and in the manner provided
8 by the terms of the Settlement Agreement.

9 **X. AUTHORIZATION TO PARTIES TO IMPLEMENT AGREEMENT AND**
10 **MODIFICATIONS OF AGREEMENT**

11 21. By this Order, the Parties are hereby authorized to implement the terms of the
12 Settlement Agreement. After the date of entry of this Order, the Parties may by written
13 agreement effect such amendments, modifications, or expansions of the Settlement Agreement
14 and its implementing documents (including all exhibits thereto) without further approval by the
15 Court if such changes are consistent with terms of this Order and do not materially alter, reduce,
16 or limit the rights of Settlement Class Members under the Settlement Agreement.

17 **XI. TERMINATION**

18 22. In the event that the Settlement Agreement is terminated pursuant to the terms of
19 the Settlement Agreement, (a) the Settlement Agreement and this Order shall become void, shall
20 have no further force or effect, and shall not be used in any action or other proceedings for any
21 purpose other than as may be necessary to enforce the terms of the Settlement Agreement that
22 survive termination; (b) this matter will revert to the status that existed before execution of the
23 Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the
24 Parties' settlement discussions, negotiations, or documentation (including any briefs filed in
25 support of preliminary or final approval of the Settlement) shall (i) be admissible into evidence
26 for any purpose in any action or other proceeding other than as may be necessary to enforce the
27 terms of the Settlement Agreement that survive termination, (ii) be deemed an admission or
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

concession by any Party regarding the validity of any Released Claim or the propriety of certifying any class against Cognosphere, or (iii) be deemed an admission or concession by any Party regarding the truth or falsity of any facts alleged in the Action or the availability or lack of availability of any defense to the Released Claims.

XII. RETENTION OF JURISDICTION

23. The Court shall retain jurisdiction over any claim relating to the Settlement Agreement (including all claims for enforcement of the Settlement Agreement and/or all claims arising out of a breach of the Settlement Agreement) as well as any future claims by any Settlement Class Member relating in any way to the Released Claims.

XIII. FINAL JUDGMENT AND DISMISSAL WITH PREJUDICE

24. By operation of this Order, this Action is hereby dismissed with prejudice.

DATED: _____

EXHIBIT B

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

C.J., a minor, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

COGNOSPHERE PTE. LTD.,

Defendant.

Case No.

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT AGREEMENT**

1 WHEREAS, pursuant to California Rules of Court 3.769, the parties seek entry of an
2 order preliminarily approving the Settlement of this Action pursuant to the settlement
3 agreement fully executed on or about _____ (the “Agreement”), which, together with its
4 attached exhibits, sets forth the terms and conditions for a proposed Settlement of the Action;
5 and WHEREAS, the Court has read and considered the Settlement Agreement and its exhibits,
6 and Plaintiff’s Unopposed Motion for Preliminary Approval; IT IS HEREBY **ORDERED** as
7 follows:

8 1. The motion is GRANTED.

9 2. Capitalized terms not otherwise defined herein have the meanings set forth in
10 the Settlement Agreement.

11 3. All proceedings in the Action, other than proceedings necessary to carry out or
12 enforce the terms and conditions of the Agreement and this Order, are hereby stayed.

13 4. The Court has subject matter jurisdiction over the Action, and personal
14 jurisdiction over the Parties before it. Additionally, venue is proper pursuant to Cal. Civ. Code
15 § 395.

16 5. The Action is preliminarily certified as a class action, for settlement purposes
17 only, pursuant to California Rules of Court Rule 3.769 and Code of Civil Procedure § 382. The
18 Court preliminarily finds for settlement purposes that: (a) the Class certified herein is
19 sufficiently numerous that joinder of all such persons would be impracticable; (b) there are
20 questions of law and fact that are common to the Class, and those questions of law and fact
21 common to the Class predominate over any questions affecting any individual Class Member;
22 (c) the claims of the Plaintiff are typical of the claims of the Class they seek to represent for
23 purposes of settlement; (d) a class action on behalf of the Class is superior to other available
24 means of adjudicating this dispute; and (e) as set forth below, Plaintiff and Plaintiff’s Counsel
25 are adequate representatives of the Class. Defendant retains all rights to assert that the Action
26 may not be certified as a class action, other than for settlement purposes. The Court also
27 concludes that, because the Action is being settled rather than litigated, the Court “need not
28

1 inquire whether the case, if tried, would present intractable management problems.” *See*
2 *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

3 6. The Settlement Class shall consist of “All persons in the United States of
4 America who made a purchase in Genshin Impact while under the age of 18.”

5 7. Upon preliminary review, the Court finds that the Agreement, and the
6 Settlement it incorporates is fair, reasonable, and adequate. *See Manual for Complex Litigation*
7 (Fourth) § 21.632 (2004). Accordingly, the Agreement is preliminarily approved and is
8 sufficient to warrant sending notice to the Class.

9 8. Certification of the Settlement Class shall be solely for settlement purposes,
10 without prejudice to the Parties, and with no other effect upon the Action. In the event the
11 Settlement Agreement is not finally approved by this Court, is terminated, or otherwise does
12 not take effect, the Parties preserve all rights and defenses regarding class certification.

13 9. The Court hereby appoints Plaintiff C.J. as Class Representative to represent the
14 Settlement Class.

15 10. The Court hereby appoints Philip L. Fraietta and Alec M. Leslie of Bursor &
16 Fisher, P.A. as Class Counsel for the Settlement Class.

17 11. Direct notice of the settlement is not required here because the Settlement
18 Agreement only releases claims for injunctive and/or declaratory relief and does not release the
19 monetary or damages claims of the Class, and thus the settlement expressly preserves the
20 individual rights of class members to pursue monetary claims against the Defendant.
21 Nonetheless, pursuant to the Settlement Agreement, documents pertaining to the Settlement,
22 preliminary approval, and final approval (including Plaintiff’s motion for attorneys’ fees and
23 incentive award and any opposition or reply papers thereto), shall be posted on Class Counsel’s
24 public website (<http://www.https://www.bursor.com/>).

25 12. Each Settlement Class Member shall be given a full opportunity to comment on
26 or object to the Settlement Agreement, and to participate at a Final Approval Hearing.
27 Comments or objections must be in writing, and must include (1) the name and case number of
28

1 the Action (*C.J. v. Cognosphere Pte. Ltd.*, Case No. _____); (2) the Settlement Class
2 Member's full legal name and mailing address; (3) the personal signature of the Settlement
3 Class member; (4) the grounds for any objection; (5) the name and contact information of any
4 and all attorneys representing, advising, or assisting with the comment or objection, or who
5 may profit from pursuing any objection; and (6) a statement indicating whether the Settlement
6 Class Member intends to appear at the Final Approval Hearing, either personally or through
7 counsel. Written objections must be served on the Settlement Administrator as follows:

8 C.J. v. Cognosphere Pte. Ltd.
9 c/o [Settlement Administrator]
[Insert Settlement Administrator address]

10 The Settlement Administrator, Defense Counsel, and Class Counsel shall promptly furnish each
11 other copies of any and all objections that might come into their possession.
12

13 Class Members may also appear at the final approval hearing to state their objections,
14 whether or not they have made a written objection or given a notice to appear.

15 13. To be considered, written comments or objections must be submitted within 60
16 days after the entry of this Order. No Class Member shall be entitled to be heard at the Final
17 Approval Hearing, whether individually or through counsel, unless written notice of the Class
18 Member's intention to appear at the Final Approval Hearing is timely filed, or postmarked for
19 mail to the Court within 60 days after date of entry of this Order.

20 14. The date of the postmark on the envelope containing the written objection shall
21 be the exclusive means used to determine whether an objection has been timely submitted.
22 Class Members who fail to mail timely written objections in the manner specified above shall
23 be deemed to have waived any objections and shall be forever barred from objecting to the
24 Settlement Agreement and the proposed settlement by appearing at the Final Approval Hearing,
25 appeal, collateral attack, or otherwise.

26 15. The Court will hold a final approval hearing on _____, 2023 at _____
27 a.m./p.m, in the Superior Court of California, County of Monterey, located at ADDRESS, in
28 Courtroom _____. The purposes of the final approval hearing will be to: (i) determine whether

1 the proposed Settlement Agreement should be finally approved by the Court as fair, reasonable,
2 adequate, and in the best interests of the Settlement Class; (ii) determine whether judgment
3 should be entered pursuant to the Settlement Agreement, dismissing the Action with prejudice
4 and releasing the Released Persons of all claims as stated in the Settlement Agreement; (iii)
5 determine whether the Settlement Class should be finally certified; (iv) rule on Class Counsel's
6 motion for attorneys' fees, costs and service awards; (v) consider any properly filed objections;
7 and (vi) consider any other matters necessary in connection with the final approval of the
8 Settlement Agreement.

9 16. Class Counsel's application for attorneys' fees, costs and expenses shall be filed
10 and served no later than thirty (30) days after the Court's order of preliminary approval. Any
11 opposition, comment, or objection shall be filed no later than sixty (60) days after the Court's
12 order of preliminary approval. Any reply shall be filed no later than seventy-four (74) days
13 after the Court's order of preliminary approval.

14 17. The motion in support of final approval of the settlement shall be filed and
15 served no later than thirty (30) days after the Court's order of preliminary approval. Any
16 opposition or objection shall be filed no later than sixty (60) days after the Court's order of
17 preliminary approval. Any reply shall be filed no later than seventy-four (74) days after the
18 Court's order of preliminary approval.

19 18. The Court may, in its discretion, modify the date and/or time of the final
20 approval hearing, and may order that this hearing be held remotely or telephonically. In the
21 event the Court changes the date, time, and/or the format of the final approval hearing, the
22 Parties shall ensure that the updated information is posted on the Class Counsel's public
23 website.

24 19. If the Settlement Agreement, including any amendment made in accordance
25 therewith, is not approved by the Court or shall not become effective for any reason
26 whatsoever, the Settlement Agreement and any actions taken or to be taken in connection
27 therewith (including this Preliminary Approval Order and any judgment entered herein), shall
28

1 be terminated and shall become null and void and of no further force and effect except for
2 (i) any obligations to pay for any expense incurred in connection with Notice and Other
3 Administration Costs as set forth in the Settlement Agreement, and (ii) any other obligations or
4 provisions that are expressly designated in the Settlement Agreement to survive the termination
5 of the Settlement Agreement.

6 20. Pending final determination of whether the Settlement Agreement should be
7 finally approved, Plaintiff and all Settlement Class Members are barred and enjoined from
8 filing, commencing, prosecuting, or enforcing any action against the Released Parties insofar as
9 such action asserts claims stated in Section VI of the Settlement Agreement, directly or
10 indirectly, in any judicial, administrative, arbitral, or other forum. This bar and injunction is
11 necessary to protect and effectuate the Settlement Agreement and this Preliminary Approval
12 Order, and this Court's authority to effectuate the Settlement, and is ordered in aid of this
13 Court's jurisdiction.

14 21. This Preliminary Approval Order, the Settlement Agreement, the fact that a
15 settlement was reached and filed, and all negotiations, statements, agreements, and proceedings
16 relating to the Settlement, and any matters arising in connection with settlement negotiations,
17 proceedings, or agreements shall not constitute, be described as, construed as, used as, offered
18 or received against Cognosphere as evidence or an admission or concession of: (a) the truth of
19 any fact alleged by Plaintiff in the Action; (b) any liability, negligence, fault, or wrongdoing of
20 Cognosphere or breach of any duty on the part of Cognosphere; or (c) that this Action or any
21 other action may be properly certified as a class action for litigation, non-settlement purposes.
22 This order is not a finding of the validity or invalidity of any of the claims asserted or defenses
23 raised in the Action.

24 22. The Court shall retain jurisdiction over any claim relating to the Settlement
25 Agreement (including all claims for enforcement of the Settlement Agreement and/or all claims
26 arising out of a breach of the Settlement Agreement) as well as any future claims by any
27 Settlement Class Member relating in any way to the Released Claims.
28

1 23. The Court may, for good cause, extend any of the deadlines set forth in this
2 Preliminary Approval Order without further notice to Settlement Class Members. Without
3 further order of the Court, the Parties may agree to make non-material modifications in
4 implementing the Settlement that are not inconsistent with this Preliminary Approval Order.
5

6 IT IS SO ORDERED.

7 Date: _____

8 _____

Genshin Impact Disaffirmation Lodestar

ATTY	HOURS	RATE	TOTAL
LTF	17.4	\$ 1,000.00	\$17,400.00
NJD	0.4	\$ 800.00	\$320.00
PLF	33.8	\$ 725.00	\$24,505.00
AML	87.5	\$ 675.00	\$59,062.50
JCD	148.5	\$ 375.00	\$55,687.50
MAG	137.2	\$ 375.00	\$51,450.00
KDG	6.5	\$ 325.00	\$2,112.50
VXZ	1	\$ 325.00	\$325.00
IR	2.4	\$ 325.00	\$780.00
MCS	8.5	\$ 300.00	\$2,550.00
DLS	18.2	\$ 300.00	\$5,460.00
EMW	0.4	\$ 300.00	\$120.00
RKA	2.2	\$ 275.00	\$605.00
SER	1.4	\$ 275.00	\$385.00
TEX	0.4	\$ 275.00	\$110.00
KGG	2.5	\$ 275.00	\$687.50
JMF	19.8	\$ 275.00	\$5,445.00
JAG	2	\$ 275.00	\$550.00
AJR	0.5	\$ 275.00	\$137.50
	<u>490.6</u>		<u>\$227,692.50</u>

Expenses: \$15,217.75

Total: \$242,910.25

DATE	MATTER	ATTY	DESCRIPTION	TIME	RATE	AMOUNT
2021.07.06	Genshin Impact Disaffirmation	JCD	Test out in-app purchases in game	2.1	\$375.00	\$787.50
2021.07.13	Genshin Impact Disaffirmation	JCD	Compare Genshin representations regarding non-refundability to other disaffirmation cases	2.4	\$375.00	\$900.00
2021.07.13	Genshin Impact Disaffirmation	AML	PSI	1.9	\$675.00	\$1,282.50
2021.07.20	Genshin Impact Disaffirmation	AML	PSI	2.6	\$675.00	\$1,755.00
2021.09.01	Genshin Impact Disaffirmation	MAG	Preliminary investigation of potential claims and write up possible legal theories for team	4.3	\$375.00	\$1,612.50
2021.09.01	Genshin Impact Disaffirmation	JCD	Pre-suit investigation of client's specific facts	4.8	\$375.00	\$1,800.00
2021.09.03	Genshin Impact Disaffirmation	AML	Research re potential claims, defenses	3.9	\$675.00	\$2,632.50
2021.09.06	Genshin Impact Disaffirmation	AML	Research re defendant	3.1	\$675.00	\$2,092.50
2021.09.07	Genshin Impact Disaffirmation	MAG	Preliminary investigation of potential claims and write up possible legal theories for team	4.3	\$375.00	\$1,612.50
2021.09.09	Genshin Impact Disaffirmation	MAG	Research re legal claims	2.7	\$375.00	\$1,012.50
2021.09.09	Genshin Impact Disaffirmation	JCD	Fact research for complaint	3.9	\$375.00	\$1,462.50
2021.09.09	Genshin Impact Disaffirmation	AML	Research re correct entity	2.2	\$675.00	\$1,485.00
2021.09.13	Genshin Impact Disaffirmation	SER	Spoke w/ potential class members	0.1	\$275.00	\$27.50
2021.09.14	Genshin Impact Disaffirmation	SER	Spoke w/ potential class members	0.3	\$275.00	\$82.50
2021.09.14	Genshin Impact Disaffirmation	AML	Complaint research	2.3	\$675.00	\$1,552.50
2021.09.15	Genshin Impact Disaffirmation	SER	Spoke w/ potential class members	0.1	\$275.00	\$27.50
2021.09.16	Genshin Impact Disaffirmation	SER	Document organization (.2) and review client docs (.7)	0.9	\$275.00	\$247.50
2021.09.16	Genshin Impact Disaffirmation	MAG	Complaint - drafting and PSI (1.1)	1.1	\$375.00	\$412.50
2021.09.16	Genshin Impact Disaffirmation	JCD	Complaint drafting	0.4	\$375.00	\$150.00
2021.09.17	Genshin Impact Disaffirmation	TEC	Research for JCD (.4)	0.4	\$275.00	\$110.00
2021.09.17	Genshin Impact Disaffirmation	MAG	Research for complaint	2.6	\$375.00	\$975.00
2021.09.17	Genshin Impact Disaffirmation	JCD	Draft complaint, investigation re Genshin	4.3	\$375.00	\$1,612.50
2021.09.22	Genshin Impact Disaffirmation	JCD	Draft Complaint	3.3	\$375.00	\$1,237.50
2021.09.22	Genshin Impact Disaffirmation	AML	App purchase research	1.4	\$675.00	\$945.00
2021.09.23	Genshin Impact Disaffirmation	AML	App purchase research	1.5	\$675.00	\$1,012.50
2021.09.27	Genshin Impact Disaffirmation	JCD	Review of complaint (1) and speak with client (0.2)	1.2	\$375.00	\$450.00
2021.10.23	Genshin Impact Disaffirmation	AML	Research re MiHoYo	2.3	\$675.00	\$1,552.50
2021.10.26	Genshin Impact Disaffirmation	JCD	Notice letter drafting	2.1	\$375.00	\$787.50
2021.10.27	Genshin Impact Disaffirmation	AML	Review of notice letter and disaffirmation notice draft	0.7	\$675.00	\$472.50
2021.12.14	Genshin Impact Disaffirmation	MAG	Spoke w/ client	0.2	\$375.00	\$75.00
2021.12.14	Genshin Impact Disaffirmation	AML	Review of client information	1.3	\$675.00	\$877.50
2021.12.15	Genshin Impact Disaffirmation	MAG	Notice letter edits (.4)	0.4	\$375.00	\$150.00
2022.03.03	Genshin Impact Disaffirmation	MAG	Call with client (.2); complaint input (2.5)	2.7	\$375.00	\$1,012.50
2022.03.04	Genshin Impact Disaffirmation	MAG	PSI/complaint drafting (3.7)	3.7	\$375.00	\$1,387.50
2022.03.08	Genshin Impact Disaffirmation	MAG	Complaint editing (3.4)	3.4	\$375.00	\$1,275.00
2022.03.09	Genshin Impact Disaffirmation	MAG	Complaint editing, implementing AML redlines (0.4), research on outstanding questions (1.4)	1.8	\$375.00	\$675.00
2022.03.09	Genshin Impact Disaffirmation	AML	Confer with team re upcoming filings (0.7); edits to complaint (1.4)	2.1	\$675.00	\$1,417.50
2022.03.15	Genshin Impact Disaffirmation	MAG	Emailing complaint to client for approval (.2)	0.2	\$375.00	\$75.00
2022.03.16	Genshin Impact Disaffirmation	PLF	Finalize complaint (2.5)	2.5	\$725.00	\$1,812.50
2022.03.16	Genshin Impact Disaffirmation	MCS	Finalized complaint. Drafted and finalized initiating docs.	3.1	\$300.00	\$930.00
2022.03.16	Genshin Impact Disaffirmation	KGG	Proofread complaint	2.5	\$275.00	\$687.50
2022.03.16	Genshin Impact Disaffirmation	JMF	Prepared initiating documents.	1.0	\$275.00	\$275.00
2022.03.16	Genshin Impact Disaffirmation	JCD	Finalize Complaint and File	3.1	\$375.00	\$1,162.50
2022.03.16	Genshin Impact Disaffirmation	DLS	Filed complaint	0.9	\$300.00	\$270.00
2022.03.16	Genshin Impact Disaffirmation	AML	Final review/edits to complaint, summons, CCS	2.6	\$675.00	\$1,755.00
2022.03.16	Genshin Impact Disaffirmation	AJR	Proofread initiating docs	0.5	\$275.00	\$137.50

2022.03.21	Genshin Impact Disaffirmation	MAG	Service of process research	1.1	\$375.00	\$412.50
2022.03.21	Genshin Impact Disaffirmation	EMW	Served complaint (.2)	0.2	\$300.00	\$60.00
2022.03.23	Genshin Impact Disaffirmation	MAG	Research re: service (.8)	0.8	\$375.00	\$300.00
2022.03.23	Genshin Impact Disaffirmation	AML	Attn to service question	0.9	\$675.00	\$607.50
2022.03.24	Genshin Impact Disaffirmation	MAG	Research MiHoYo structure, principals, and subsidiaries	1.9	\$375.00	\$712.50
2022.03.24	Genshin Impact Disaffirmation	MAG	Attn to service of compl.	0.1	\$375.00	\$37.50
2022.03.25	Genshin Impact Disaffirmation	MAG	Research re: amending summons (.3)	0.3	\$375.00	\$112.50
2022.03.25	Genshin Impact Disaffirmation	AML	Research re service of process issue	2.2	\$675.00	\$1,485.00
2022.03.28	Genshin Impact Disaffirmation	MAG	FAC draft	1.7	\$375.00	\$637.50
2022.03.30	Genshin Impact Disaffirmation	MAG	Editing FAC	1.2	\$375.00	\$450.00
2022.03.30	Genshin Impact Disaffirmation	LTF	Reviewed OSC and exchanged emails with Team regarding same.	0.2	\$1,000.00	\$200.00
2022.04.04	Genshin Impact Disaffirmation	MAG	Editing FAC	1.4	\$375.00	\$525.00
2022.04.05	Genshin Impact Disaffirmation	PLF	Proofread FAC	0.6	\$725.00	\$435.00
2022.04.05	Genshin Impact Disaffirmation	MAG	Resarch for FAC (3.4)	3.4	\$375.00	\$1,275.00
2022.04.05	Genshin Impact Disaffirmation	JCD	Revise Complaint	3.7	\$375.00	\$1,387.50
2022.04.05	Genshin Impact Disaffirmation	AML	Reviewed and edited amended complaint	2.6	\$675.00	\$1,755.00
2022.04.06	Genshin Impact Disaffirmation	MCS	Drafted new summons, finalized complaint (2); Filed FAC and new summons (0.2).	2.2	\$300.00	\$660.00
2022.04.06	Genshin Impact Disaffirmation	MAG	FAC finalize (2.1)	2.1	\$375.00	\$787.50
2022.04.06	Genshin Impact Disaffirmation	JCD	Finalize FAC	3.4	\$375.00	\$1,275.00
2022.04.06	Genshin Impact Disaffirmation	DLS	Assisted with first amended complaint finalization and filing	0.7	\$300.00	\$210.00
2022.04.06	Genshin Impact Disaffirmation	AML	Final edits and review of amended complaint	1.3	\$675.00	\$877.50
2022.04.08	Genshin Impact Disaffirmation	JCD	Reviewed service issue	0.7	\$375.00	\$262.50
2022.04.11	Genshin Impact Disaffirmation	MAG	Arranging for service of FAC	0.4	\$375.00	\$150.00
2022.04.11	Genshin Impact Disaffirmation	EMW	Served FAC (.1)	0.1	\$300.00	\$30.00
2022.04.13	Genshin Impact Disaffirmation	MAG	Sending POS for filing (.1)	0.1	\$375.00	\$37.50
2022.04.13	Genshin Impact Disaffirmation	JMF	Emailed final proof of service for filing.	0.2	\$275.00	\$55.00
2022.04.13	Genshin Impact Disaffirmation	EMW	Update case file	0.1	\$300.00	\$30.00
2022.04.18	Genshin Impact Disaffirmation	MCS	Filed proof of service.	0.5	\$300.00	\$150.00
2022.06.17	Genshin Impact Disaffirmation	AML	Prepared for (0.6) and attended call with defense counsel (0.5)	1.1	\$675.00	\$742.50
2022.06.27	Genshin Impact Disaffirmation	VXZ	Drafted peitition for guardian ad litem	0.5	\$325.00	\$162.50
2022.06.27	Genshin Impact Disaffirmation	MAG	Assinging Guardian ad litem motion (.2); editing draft (.5) calling ptiff guardian to explain and obtaining signature (.2)	0.9	\$375.00	\$337.50
2022.06.30	Genshin Impact Disaffirmation	MAG	Finalizing Guardian ad litem mtn (.1); researching new judge (.3)	0.4	\$375.00	\$150.00
2022.06.30	Genshin Impact Disaffirmation	DLS	Made edits and filed guardin ad litem	1.0	\$300.00	\$300.00
2022.07.01	Genshin Impact Disaffirmation	DLS	Discussed notice of hearing issue	0.2	\$300.00	\$60.00
2022.07.05	Genshin Impact Disaffirmation	DLS	Spoke to Judge's Clerk and sent email of proposed order	0.3	\$300.00	\$90.00
2022.07.14	Genshin Impact Disaffirmation	VXZ	proofread cognosphere second complaint and letter re M. Girardi	0.5	\$325.00	\$162.50
2022.07.14	Genshin Impact Disaffirmation	MAG	Drafting and research re: SAC	3.2	\$375.00	\$1,200.00
2022.07.14	Genshin Impact Disaffirmation	JCD	Amend Complaint and stip	1.3	\$375.00	\$487.50
2022.07.14	Genshin Impact Disaffirmation	AML	Edits to SAC	2.6	\$675.00	\$1,755.00
2022.08.22	Genshin Impact Disaffirmation	JCD	Attention to service question	0.6	\$375.00	\$225.00
2022.09.15	Genshin Impact Disaffirmation	MAG	Calls w/ ptiff and parent re: purchase info (.4)	0.4	\$375.00	\$150.00
2022.09.19	Genshin Impact Disaffirmation	MAG	Call w/ ptiff (.1) and emaling D counsel re: questions (.2); prep for call, call with D counsel, and finalizing notes on call (.5)	0.8	\$375.00	\$300.00
2022.09.20	Genshin Impact Disaffirmation	PLF	Analyzed MTD	1.6	\$725.00	\$1,160.00
2022.09.20	Genshin Impact Disaffirmation	MAG	Review of D MTD, related research (2.2)	2.2	\$375.00	\$825.00
2022.09.20	Genshin Impact Disaffirmation	AML	Reviewed MTD (1.9); research re same (1.5)	3.4	\$675.00	\$2,295.00
2022.10.05	Genshin Impact Disaffirmation	MAG	Research re: MTD opp	1.5	\$375.00	\$562.50
2022.11.03	Genshin Impact Disaffirmation	MAG	MTD Opp	2.7	\$375.00	\$1,012.50
2022.11.10	Genshin Impact Disaffirmation	MAG	MTD Opp	2.5	\$375.00	\$937.50
2022.11.14	Genshin Impact Disaffirmation	MAG	Research re MTD	1.2	\$375.00	\$450.00

2022.11.14	Genshin Impact Disaffirmation	JCD	Planning MTD opp	0.6	\$375.00	\$225.00
2022.11.29	Genshin Impact Disaffirmation	KDG	Researching personal jurisdiction	3.8	\$325.00	\$1,235.00
2022.11.29	Genshin Impact Disaffirmation	KDG	Researching personal jurisdiction	2.0	\$325.00	\$650.00
2022.11.29	Genshin Impact Disaffirmation	KDG	Researching personal jurisdiction	0.6	\$325.00	\$195.00
2022.11.29	Genshin Impact Disaffirmation	JCD	JDX and territoriality research	1.5	\$375.00	\$562.50
2022.12.05	Genshin Impact Disaffirmation	MAG	Review of KDG research	1.8	\$375.00	\$675.00
2022.12.05	Genshin Impact Disaffirmation	JCD	Review research re personal jdx and territoriality	2.4	\$375.00	\$900.00
2022.12.12	Genshin Impact Disaffirmation	PLF	Call with defense counsel re potential settlement (0.3)	0.3	\$725.00	\$217.50
2022.12.12	Genshin Impact Disaffirmation	MCS	Edits to stipulation and proposed order	1.2	\$300.00	\$360.00
2022.12.12	Genshin Impact Disaffirmation	MAG	Calls w/ internal team members and client re potential settlement	0.6	\$375.00	\$225.00
2022.12.12	Genshin Impact Disaffirmation	JCD	Update team re settlement posture	1.2	\$375.00	\$450.00
2022.12.12	Genshin Impact Disaffirmation	JCD	Stip to stay case	1.1	\$375.00	\$412.50
2022.12.12	Genshin Impact Disaffirmation	JCD	Call re settlement	0.3	\$375.00	\$112.50
2022.12.16	Genshin Impact Disaffirmation	MCS	Finalized and filed stip re stay. Sent proposed order to judge.	1.5	\$300.00	\$450.00
2022.12.16	Genshin Impact Disaffirmation	LTF	Review of stipulation to stay case.	0.1	\$1,000.00	\$100.00
2023.01.18	Genshin Impact Disaffirmation	JCD	Emailed team re next steps	0.2	\$375.00	\$75.00
2023.01.20	Genshin Impact Disaffirmation	AML	Prepared for call w/ counsel (1); attended settlement call (0.3)	1.3	\$675.00	\$877.50
2023.02.03	Genshin Impact Disaffirmation	MAG	Reserch re: mediation statement	0.9	\$375.00	\$337.50
2023.02.06	Genshin Impact Disaffirmation	MAG	Research for mediation statement	0.3	\$375.00	\$112.50
2023.02.07	Genshin Impact Disaffirmation	MAG	Reserach re: mediation	2.4	\$375.00	\$900.00
2023.02.08	Genshin Impact Disaffirmation	MAG	Mediation statement	2.9	\$375.00	\$1,087.50
2023.02.10	Genshin Impact Disaffirmation	MAG	Draft/send retainer agreement	0.5	\$375.00	\$187.50
2023.02.16	Genshin Impact Disaffirmation	JCD	Draft sections of mediation brief	2.4	\$375.00	\$900.00
2023.02.16	Genshin Impact Disaffirmation	AML	Mediation statement drafting (4.1) and research (1.6)	5.7	\$675.00	\$3,847.50
2023.02.17	Genshin Impact Disaffirmation	AML	Mediation statement drafting	3.9	\$675.00	\$2,632.50
2023.02.21	Genshin Impact Disaffirmation	PLF	Review/revise draft mediation statement	2.2	\$725.00	\$1,595.00
2023.02.21	Genshin Impact Disaffirmation	KDG	Proofreading mediation statement	0.1	\$325.00	\$32.50
2023.02.21	Genshin Impact Disaffirmation	AML	Reviewed team's redlines to mediation statement	1.9	\$675.00	\$1,282.50
2023.02.23	Genshin Impact Disaffirmation	MAG	Mediation statement and proposed term sheet; review of D's mediation statement	3.5	\$375.00	\$1,312.50
2023.02.23	Genshin Impact Disaffirmation	AML	Finalized mediation statement	3.4	\$675.00	\$2,295.00
2023.02.23	Genshin Impact Disaffirmation	AML	Reviewed D's mediation statement and exhibits	2.7	\$675.00	\$1,822.50
2023.02.24	Genshin Impact Disaffirmation	PLF	Analyzed D's mediation brief	3.0	\$725.00	\$2,175.00
2023.02.24	Genshin Impact Disaffirmation	MAG	Mediation statement reply (.4)	0.4	\$375.00	\$150.00
2023.02.27	Genshin Impact Disaffirmation	MAG	mediation statement reply (.5)	0.5	\$375.00	\$187.50
2023.02.28	Genshin Impact Disaffirmation	MAG	Mediation reply	2.9	\$375.00	\$1,087.50
2023.03.01	Genshin Impact Disaffirmation	MAG	Mediation reply	1.1	\$375.00	\$412.50
2023.03.01	Genshin Impact Disaffirmation	IR	Research for mediation reply brief	2.4	\$325.00	\$780.00
2023.03.02	Genshin Impact Disaffirmation	MAG	Mediation reply	2.9	\$375.00	\$1,087.50
2023.03.03	Genshin Impact Disaffirmation	PLF	Reivew/revise mediation reply statement (2.4)	2.4	\$725.00	\$1,740.00
2023.03.03	Genshin Impact Disaffirmation	MAG	Mediaiton reply	0.8	\$375.00	\$300.00
2023.03.03	Genshin Impact Disaffirmation	AML	Reviewed draft reply brief	2.3	\$675.00	\$1,552.50
2023.03.06	Genshin Impact Disaffirmation	MAG	Mediation reply (1.1)	1.1	\$375.00	\$412.50
2023.03.06	Genshin Impact Disaffirmation	JAG	Proofread reply brief	1.3	\$275.00	\$357.50
2023.03.08	Genshin Impact Disaffirmation	JCD	Email admin re mediation payment	0.1	\$375.00	\$37.50
2023.03.09	Genshin Impact Disaffirmation	PLF	Call with G. Lindstrom re upcoming mediation (0.5)	0.5	\$725.00	\$362.50
2023.03.10	Genshin Impact Disaffirmation	PLF	Call with defense counsel re upcoming mediation (0.5)	0.5	\$725.00	\$362.50
2023.03.15	Genshin Impact Disaffirmation	MAG	Call with clients (.3); review of materials and briefing in advance of mediation (3.3)	3.6	\$375.00	\$1,350.00
2023.03.15	Genshin Impact Disaffirmation	JCD	Mediation prep	2.9	\$375.00	\$1,087.50
2023.03.16	Genshin Impact Disaffirmation	PLF	Mediation with Greg Lindstrom (11.5)	11.5	\$725.00	\$8,337.50
2023.03.16	Genshin Impact Disaffirmation	NJD	Discussed possible settlement terms with MG	0.2	\$800.00	\$160.00
2023.03.16	Genshin Impact Disaffirmation	MAG	Mediation	11.5	\$375.00	\$4,312.50

2023.03.16	Genshin Impact Disaffirmation	JCD	Mediation	11.5	\$375.00	\$4,312.50
2023.03.23	Genshin Impact Disaffirmation	MAG	Review of Declaration and term sheet edits from defendant	0.4	\$375.00	\$150.00
2023.03.24	Genshin Impact Disaffirmation	AML	Reviewed draft term sheet	0.7	\$675.00	\$472.50
2023.03.27	Genshin Impact Disaffirmation	RKA	Checked docket.	0.1	\$275.00	\$27.50
2023.03.27	Genshin Impact Disaffirmation	MAG	Call with clients	0.3	\$375.00	\$112.50
2023.03.28	Genshin Impact Disaffirmation	MAG	Call w/ clients re settlement	0.5	\$375.00	\$187.50
2023.03.28	Genshin Impact Disaffirmation	JCD	Reached out to clients re next steps	0.6	\$375.00	\$225.00
2023.03.29	Genshin Impact Disaffirmation	PLF	Finalized term sheet	1.5	\$725.00	\$1,087.50
2023.03.29	Genshin Impact Disaffirmation	MAG	Attn to settlement next steps	0.5	\$375.00	\$187.50
2023.03.31	Genshin Impact Disaffirmation	RKA	Checked docket for updates.	0.1	\$275.00	\$27.50
2023.04.05	Genshin Impact Disaffirmation	PLF	Call with defense counsel re settlement documents (0.5)	0.5	\$725.00	\$362.50
2023.04.05	Genshin Impact Disaffirmation	MAG	call with Defense counsel re: settlement	0.5	\$375.00	\$187.50
2023.04.05	Genshin Impact Disaffirmation	JCD	Call with Defense counsel	0.5	\$375.00	\$187.50
2023.04.06	Genshin Impact Disaffirmation	MAG	Settlement agreement research.	2.3	\$375.00	\$862.50
2023.04.10	Genshin Impact Disaffirmation	RKA	Checked docket for updates.	0.1	\$275.00	\$27.50
2023.04.10	Genshin Impact Disaffirmation	MAG	Drafting long form SA	2.5	\$375.00	\$937.50
2023.04.11	Genshin Impact Disaffirmation	MAG	Drafting long form SA	0.3	\$375.00	\$112.50
2023.04.12	Genshin Impact Disaffirmation	MAG	Long form SA	2.6	\$375.00	\$975.00
2023.04.12	Genshin Impact Disaffirmation	JCD	Draft updated complaint	2.4	\$375.00	\$900.00
2023.04.12	Genshin Impact Disaffirmation	JCD	Draft SA	2.1	\$375.00	\$787.50
2023.04.12	Genshin Impact Disaffirmation	JAG	Proofread complaint	0.5	\$275.00	\$137.50
2023.04.13	Genshin Impact Disaffirmation	MAG	Review of JCD draft settlement and new complaint	1.8	\$375.00	\$675.00
2023.04.14	Genshin Impact Disaffirmation	RKA	Checked docket	0.1	\$275.00	\$27.50
2023.04.19	Genshin Impact Disaffirmation	AML	Reviewed draft updated complaint (1.3); reviewed draft SA and exhibits (2.5)	3.8	\$675.00	\$2,565.00
2023.04.24	Genshin Impact Disaffirmation	MAG	Review of D proposed edits to SA	0.5	\$375.00	\$187.50
2023.04.25	Genshin Impact Disaffirmation	MAG	Attn to settlement, Defendant edits	0.8	\$375.00	\$300.00
2023.04.27	Genshin Impact Disaffirmation	MAG	Attn to settlement	0.3	\$375.00	\$112.50
2023.04.27	Genshin Impact Disaffirmation	JCD	Prelim approval brief	3.1	\$375.00	\$1,162.50
2023.04.28	Genshin Impact Disaffirmation	MAG	Attention to settlement agreement	0.5	\$375.00	\$187.50
2023.04.28	Genshin Impact Disaffirmation	JCD	Discuss extensions with defense counsel	0.3	\$375.00	\$112.50
2023.05.02	Genshin Impact Disaffirmation	MAG	State court complaint	0.3	\$375.00	\$112.50
2023.05.02	Genshin Impact Disaffirmation	JCD	Draft notice of voluntary dismissal	0.5	\$375.00	\$187.50
2023.05.03	Genshin Impact Disaffirmation	MAG	Prelim approval	0.8	\$375.00	\$300.00
2023.05.03	Genshin Impact Disaffirmation	MAG	State court complaint	0.5	\$375.00	\$187.50
2023.05.03	Genshin Impact Disaffirmation	JMF	Reviewed local rules for Monterey Sup. Court; prepped and finalized initiating documents; assisted with filing complaint.	1.5	\$275.00	\$412.50
2023.05.03	Genshin Impact Disaffirmation	JCD	Prelim approval brief	9.1	\$375.00	\$3,412.50
2023.05.03	Genshin Impact Disaffirmation	JAG	Redlined complaint	0.2	\$275.00	\$55.00
2023.05.03	Genshin Impact Disaffirmation	DLS	Finalized and filed complaint	2.0	\$300.00	\$600.00
2023.05.04	Genshin Impact Disaffirmation	MAG	Prelim approval	0.4	\$375.00	\$150.00
2023.05.04	Genshin Impact Disaffirmation	JMF	Saved CMC order. discussed same with DLS.	0.3	\$275.00	\$82.50
2023.05.04	Genshin Impact Disaffirmation	JCD	Prelim approval brief	9.3	\$375.00	\$3,487.50
2023.05.04	Genshin Impact Disaffirmation	JCD	File Monterey County Complaint	0.3	\$375.00	\$112.50
2023.05.05	Genshin Impact Disaffirmation	JCD	Preliminary Approval brief	5.9	\$375.00	\$2,212.50
2023.05.08	Genshin Impact Disaffirmation	MAG	Prelim approval	2.3	\$375.00	\$862.50
2023.05.08	Genshin Impact Disaffirmation	JCD	Prelim approval motion	3.9	\$375.00	\$1,462.50
2023.05.09	Genshin Impact Disaffirmation	AML	Reviewed draft PA motion	3.9	\$675.00	\$2,632.50
2023.05.15	Genshin Impact Disaffirmation	MAG	Editing Prelim approval brief, drafting PLF declaration	1.8	\$375.00	\$675.00
2023.05.15	Genshin Impact Disaffirmation	JCD	Draft plaintiff's declaration	1.9	\$375.00	\$712.50
2023.05.15	Genshin Impact Disaffirmation	JCD	Draft and send waiver of service	0.6	\$375.00	\$225.00
2023.05.16	Genshin Impact Disaffirmation	MAG	Drafting proposed order re: prelim approval	0.7	\$375.00	\$262.50

2023.05.16	Genshin Impact Disaffirmation	JMF	Finalized notice of acknowledgment of receipt	0.2	\$275.00	\$55.00
2023.05.16	Genshin Impact Disaffirmation	JCD	Prelim approval brief	3.3	\$375.00	\$1,237.50
2023.05.17	Genshin Impact Disaffirmation	JCD	Finalize draft and send to defense	2.9	\$375.00	\$1,087.50
2023.05.17	Genshin Impact Disaffirmation	DLS	Filed notice of acknowledgement	0.5	\$300.00	\$150.00
2023.05.23	Genshin Impact Disaffirmation	JCD	Discuss PA with D counsel	0.2	\$375.00	\$75.00
2023.05.24	Genshin Impact Disaffirmation	PLF	Proofread PA materials	1.1	\$725.00	\$797.50
2023.05.24	Genshin Impact Disaffirmation	MAG	Finalization of PA motion	2.4	\$375.00	\$900.00
2023.05.24	Genshin Impact Disaffirmation	JCD	Finalize brief, guardian ad litem, and supporting declarations	7.8	\$375.00	\$2,925.00
2023.05.24	Genshin Impact Disaffirmation	JCD	Spoke w/ client	0.3	\$375.00	\$112.50
2023.05.24	Genshin Impact Disaffirmation	DLS	Called clerk re hearing date; finalized all preliminary approval motion documents; filed and served	5.0	\$300.00	\$1,500.00
2023.05.24	Genshin Impact Disaffirmation	AML	Final review of PA briefing	2.1	\$675.00	\$1,417.50
2023.07.10	Genshin Impact Disaffirmation	PLF	Confer with CA lit team re remote hearing set up (0.1)	0.1	\$725.00	\$72.50
2023.07.12	Genshin Impact Disaffirmation	JMF	Drafted PHV for PLF.	4.0	\$275.00	\$1,100.00
2023.07.12	Genshin Impact Disaffirmation	DLS	Called clerk and requested hearing date; worked with Judy on PHV application	1.0	\$300.00	\$300.00
2023.07.13	Genshin Impact Disaffirmation	JMF	Finalized PHV for PLF and assisted with submitting same to CA Bar and filing.	3.0	\$275.00	\$825.00
2023.07.13	Genshin Impact Disaffirmation	DLS	submitted PHV application to CA Bar Assoc.; filed and served	2.5	\$300.00	\$750.00
2023.07.17	Genshin Impact Disaffirmation	RKA	Checked docket for updates.	0.1	\$275.00	\$27.50
2023.07.18	Genshin Impact Disaffirmation	RKA	Mailed out court copies.	0.5	\$275.00	\$137.50
2023.07.18	Genshin Impact Disaffirmation	LTF	Discussed amended notice on PHV motion with Debbie Schroeder.	0.3	\$1,000.00	\$300.00
2023.07.18	Genshin Impact Disaffirmation	DLS	Made edits to PHV application and filed amended notice of application	0.7	\$300.00	\$210.00
2023.07.19	Genshin Impact Disaffirmation	JMF	Reviewed rejection notice and local rules with DLS (1); updated proposed order (.6); prepared and finalized notice of remote appearance (.6); assisted with filing both (.8).	3.0	\$275.00	\$825.00
2023.07.19	Genshin Impact Disaffirmation	DLS	Filed Notice of remote appearance; served	0.9	\$300.00	\$270.00
2023.07.19	Genshin Impact Disaffirmation	DLS	Filed proposed order	0.2	\$300.00	\$60.00
2023.07.26	Genshin Impact Disaffirmation	RKA	Checked docket for updates.	0.1	\$275.00	\$27.50
2023.07.27	Genshin Impact Disaffirmation	JCD	Reach out to class member	0.5	\$375.00	\$187.50
2023.07.28	Genshin Impact Disaffirmation	PLF	Attention to denial of PHV application and next steps w/ LTF (1.2)	1.2	\$725.00	\$870.00
2023.07.28	Genshin Impact Disaffirmation	LTF	Discussed settlement and PHV order with Phil Fraietta and Debbie Schroeder.	0.4	\$1,000.00	\$400.00
2023.07.28	Genshin Impact Disaffirmation	JCD	Research re PA issue	2.1	\$375.00	\$787.50
2023.08.08	Genshin Impact Disaffirmation	RKA	Created Table of Contents for LTF hearing book.	0.5	\$275.00	\$137.50
2023.08.08	Genshin Impact Disaffirmation	LTF	Arranged for preparation of hearing books and checked for tentative ruling.	0.2	\$1,000.00	\$200.00
2023.08.08	Genshin Impact Disaffirmation	JMF	Assisted with hearing book.	0.8	\$275.00	\$220.00
2023.08.09	Genshin Impact Disaffirmation	LTF	Began preparing for preliminary approval hearing.	1.7	\$1,000.00	\$1,700.00
2023.08.10	Genshin Impact Disaffirmation	LTF	Prepared for preliminary approval hearing (4.2); emails re same to Phil Fraietta and Alec Leslie (.3).	4.5	\$1,000.00	\$4,500.00
2023.08.10	Genshin Impact Disaffirmation	DLS	Checked for tentative ruling	0.1	\$300.00	\$30.00
2023.08.11	Genshin Impact Disaffirmation	PLF	Calls with team re preliminary approval hearing and next steps (1.3)	1.3	\$725.00	\$942.50
2023.08.11	Genshin Impact Disaffirmation	NJD	Discussed hearing with LTF	0.2	\$800.00	\$160.00
2023.08.11	Genshin Impact Disaffirmation	MAG	Research re: next steps in settlement approval	1.8	\$375.00	\$675.00
2023.08.11	Genshin Impact Disaffirmation	LTF	Attended hearing on preliminary approval motion (1.3); discussed same with Phil Fraietta and Alec Leslie (.4); email exchange with team regarding call with defendant's counsel (.1).	1.8	\$1,000.00	\$1,800.00
2023.08.11	Genshin Impact Disaffirmation	JCD	Assisted with prep for Prelim hearing	2.2	\$375.00	\$825.00
2023.08.11	Genshin Impact Disaffirmation	AML	Attended call re PA update	1.3	\$675.00	\$877.50
2023.08.14	Genshin Impact Disaffirmation	PLF	Call with defense counsel and team re re-negotiation of settlement in light of court's comments on PA	0.6	\$725.00	\$435.00
2023.08.14	Genshin Impact Disaffirmation	MAG	Call with D counsel re: settlement next steps	0.6	\$375.00	\$225.00
2023.08.14	Genshin Impact Disaffirmation	LTF	Call with opposing counsel regarding next steps (.6); follow up call with team (.2).	0.8	\$1,000.00	\$800.00
2023.08.15	Genshin Impact Disaffirmation	LTF	Email exchange with Julian Diamond regarding potential changes to notice and other aspects of the settlement.	0.2	\$1,000.00	\$200.00

2023.08.15	Genshin Impact Disaffirmation	JCD	Draft proposed language re website notice	2.7	\$375.00	\$1,012.50
2023.08.16	Genshin Impact Disaffirmation	MAG	Discuss updates to settlement	0.4	\$375.00	\$150.00
2023.08.21	Genshin Impact Disaffirmation	JMF	Checked docket; emailed attys re order.	0.3	\$275.00	\$82.50
2023.08.22	Genshin Impact Disaffirmation	JCD	Review stip staying CMC	0.3	\$375.00	\$112.50
2023.08.29	Genshin Impact Disaffirmation	LTF	Reviewed request for video appearance.	0.1	\$1,000.00	\$100.00
2023.08.29	Genshin Impact Disaffirmation	JMF	Prepared and finalized LTF's ntc of remote appearance; discussed same with DLS.	1.0	\$275.00	\$275.00
2023.08.29	Genshin Impact Disaffirmation	DLS	Reviewed notice of remote appearance	0.1	\$300.00	\$30.00
2023.08.30	Genshin Impact Disaffirmation	JMF	Finalized notice of remote appearance and updated proof of service; filed and served same.	1.5	\$275.00	\$412.50
2023.09.12	Genshin Impact Disaffirmation	LTF	Email exchange regarding revisions to settlement and call to discuss same.	0.2	\$1,000.00	\$200.00
2023.09.13	Genshin Impact Disaffirmation	PLF	Prep for call re revisions to settlement agreement (0.5); Call re revisions to settlement agreement with defense counsel (0.4); Debrief with team re supplemental briefing for same (0.2)	1.1	\$725.00	\$797.50
2023.09.13	Genshin Impact Disaffirmation	MAG	Prep for call re: prelim approval + call with Defense counsel re: prelim approval (.9)	0.9	\$375.00	\$337.50
2023.09.13	Genshin Impact Disaffirmation	LTF	Call with defendant's counsel regarding revisions to settlement and next steps.	0.3	\$1,000.00	\$300.00
2023.09.13	Genshin Impact Disaffirmation	JCD	Call with defense counsel	0.9	\$375.00	\$337.50
2023.09.15	Genshin Impact Disaffirmation	MAG	Supplemental PA brief (.5)	0.5	\$375.00	\$187.50
2023.09.18	Genshin Impact Disaffirmation	MAG	Draft supplemental brief re: Prelim approval (1.7)	1.7	\$375.00	\$637.50
2023.09.18	Genshin Impact Disaffirmation	LTF	Discussed supplemental filing and renewed preliminary approval hearing with Julian Diamond and Matt Girardi.	0.2	\$1,000.00	\$200.00
2023.09.19	Genshin Impact Disaffirmation	MAG	Supplemental PA brief - drafting, editing, finalizing, circulating internally (1.9); Incorporate LTF edits and send to D counsel (.3)	2.2	\$375.00	\$825.00
2023.09.19	Genshin Impact Disaffirmation	LTF	Reviewed and redlined supplemental filing and exchanged emails with team regarding same.	0.4	\$1,000.00	\$400.00
2023.09.19	Genshin Impact Disaffirmation	JCD	Supplemental briefing	0.6	\$375.00	\$225.00
2023.09.20	Genshin Impact Disaffirmation	LTF	Reviewed edits to supplemental brief and discussed it with team via email.	0.4	\$1,000.00	\$400.00
2023.09.22	Genshin Impact Disaffirmation	PLF	Confer with AML re finalizing supplemental submission (0.4); Confer with JCD re same (0.2)	0.6	\$725.00	\$435.00
2023.09.22	Genshin Impact Disaffirmation	MAG	Finalize and file PA supplement (1.6)	1.6	\$375.00	\$600.00
2023.09.22	Genshin Impact Disaffirmation	DLS	Finalized, filed and served supplemental brief	1.0	\$300.00	\$300.00
2023.09.22	Genshin Impact Disaffirmation	AML	Call re updated PA filings	0.4	\$675.00	\$270.00
2023.09.25	Genshin Impact Disaffirmation	LTF	Discussed hearing books with Debbie Schroeder.	0.2	\$1,000.00	\$200.00
2023.09.25	Genshin Impact Disaffirmation	DLS	Assisted Reet with hearing book docs	0.2	\$300.00	\$60.00
2023.09.26	Genshin Impact Disaffirmation	RKA	Hearing prep for LTF.	0.5	\$275.00	\$137.50
2023.09.27	Genshin Impact Disaffirmation	LTF	Looked for tentative ruling and discussed hearing with Debbie Schroeder.	0.2	\$1,000.00	\$200.00
2023.09.28	Genshin Impact Disaffirmation	LTF	Prepared for preliminary approval hearing.	3.4	\$1,000.00	\$3,400.00
2023.09.29	Genshin Impact Disaffirmation	PLF	Debrief with LTF and team re preliminary approval hearing and next steps (0.4)	0.4	\$725.00	\$290.00
2023.09.29	Genshin Impact Disaffirmation	MAG	Call with team re: Prelim Approval + next steps	0.4	\$375.00	\$150.00
2023.09.29	Genshin Impact Disaffirmation	LTF	Attended preliminary approval hearing (1.3); call with team regarding next steps (.4).	1.7	\$1,000.00	\$1,700.00
2023.09.29	Genshin Impact Disaffirmation	JMF	Reviewed local rules re proposed orders and discussed same with DLS; prepared and finalized proof of service for proposed order; prepared and sent courtesy copies for same.	1.5	\$275.00	\$412.50
2023.09.29	Genshin Impact Disaffirmation	JCD	Revise proposed order granting prelim approval	0.6	\$375.00	\$225.00
2023.09.29	Genshin Impact Disaffirmation	JCD	Call with team re prelim approval	0.4	\$375.00	\$150.00
2023.09.29	Genshin Impact Disaffirmation	DLS	Finalized and filed proposed order	0.9	\$300.00	\$270.00
2023.10.03	Genshin Impact Disaffirmation	LTF	Email exchange re proposed order.	0.1	\$1,000.00	\$100.00
2023.10.03	Genshin Impact Disaffirmation	JMF	Reviewed filing rejection and emailed LTF; finalized amended prop. order for prelim approval; filed and served same; prepared and sent courtesy copies.	1.5	\$275.00	\$412.50
2023.10.05	Genshin Impact Disaffirmation	MAG	Review PA order	0.3	\$375.00	\$112.50
2023.10.06	Genshin Impact Disaffirmation	PLF	Analyze PA approval order (0.3)	0.3	\$725.00	\$217.50
2023.10.11	Genshin Impact Disaffirmation	RKA	Checked docket for updates.	0.1	\$275.00	\$27.50
2023.10.27	Genshin Impact Disaffirmation	MAG	Attn to FA- research and outliing	3.4	\$375.00	\$1,275.00

Bursor Fisher, P.A. - Genshin Impact Disaffirmation Billing Diaries

2023.10.27	Genshin Impact Disaffirmation	JCD	Final Approval briefing	3.5	\$375.00	\$1,312.50
2023.10.27	Genshin Impact Disaffirmation	JCD	Plan Final Approval brief	2.5	\$375.00	\$937.50
2023.10.27	Genshin Impact Disaffirmation	AML	Attn to FA research and edits	3.1	\$675.00	\$2,092.50
2023.10.28	Genshin Impact Disaffirmation	JCD	Final Approval briefing	4.1	\$375.00	\$1,537.50
2023.10.30	Genshin Impact Disaffirmation	MAG	Discuss final approval issues with PLF and AML (.5)	0.5	\$375.00	\$187.50
2023.10.30	Genshin Impact Disaffirmation	JCD	Final Approval briefing	3.7	\$375.00	\$1,387.50
2023.10.30	Genshin Impact Disaffirmation	AML	Spoke w/ team re FA next steps (0.5); review draft FA brief	3.9	\$675.00	\$2,632.50
2023.10.31	Genshin Impact Disaffirmation	JCD	Final Approval briefing	4.2	\$375.00	\$1,575.00
2023.10.31	Genshin Impact Disaffirmation	JCD	Research similar injunctive class actions in California	0.6	\$375.00	\$225.00
2023.10.31	Genshin Impact Disaffirmation	AML	Review of declaration in support of FA (1.3); final review of brief ISO FA (3.8)	5.1	\$675.00	\$3,442.50
2023.11.01	Genshin Impact Disaffirmation	MAG	Review TMW research (0.3); FA finalizing (4.1)	4.5	\$375.00	\$1,687.50
2023.11.01	Genshin Impact Disaffirmation	JCD	FA briefing edits	3.1	\$375.00	\$1,162.50
				490.6		\$227,692.50

Bursor & Fisher, P.A. - Genshin Impact Disaffirmation Expenses			
		\$453.25	Filing Fees
		\$12,500.00	Mediation Expenses
		\$2,219.50	Service of Process Expenses
		\$25.10	Postage & Delivery Expenses
		\$19.90	Ground Transportation Expenses
		\$15,217.75	Total Expenses
Filing Fees			
DATE	MATTER	AMOUNT	DESCRIPTION
2022.03.16	Genshin Impact Disaffirmation	\$402.00	Courts/USDC
2023.07.14	Genshin Impact Disaffirmation	\$50.00	Calbar CC
2023.07.14	Genshin Impact Disaffirmation	\$1.25	Calbar CC
		\$453.25	Total Filing Fee Reimbursement Expenses
Mediation Expenses			
DATE	MATTER	AMOUNT	DESCRIPTION
2023.03.10	Genshin Impact Disaffirmation	\$12,500.00	Phillips ADR Enterprises, P.C.
		\$12,500.00	Total Mediation Expenses
Service of Process Expenses			
DATE	MATTER	AMOUNT	DESCRIPTION
2022.04.04	Genshin Impact Disaffirmation	\$169.50	First Legal Network Insurance Services LLC
2022.04.21	Genshin Impact Disaffirmation	\$169.50	First Legal Network Insurance Services LLC
2022.04.21	Genshin Impact Disaffirmation	\$183.00	First Legal Network Insurance Services LLC
2023.06.13	Genshin Impact Disaffirmation	\$1,591.75	First Legal Network Insurance Services LLC
2023.06.13	Genshin Impact Disaffirmation	\$13.25	First Legal Network Insurance Services LLC
2023.06.13	Genshin Impact Disaffirmation	\$13.25	First Legal Network Insurance Services LLC
2023.06.13	Genshin Impact Disaffirmation	\$79.25	First Legal Network Insurance Services LLC
		\$2,219.50	Total Service of Process Expenses
Research Expenses			
DATE	MATTER	AMOUNT	DESCRIPTION
2023.02.06	Genshin Impact Disaffirmation	\$1.00	PACER
2023.05.05	Genshin Impact Disaffirmation	\$0.30	PACER
		\$1.30	Total Research Expenses
Postage & Delivery Expenses			
DATE	MATTER	AMOUNT	DESCRIPTION
2023.07.24	Genshin Impact Disaffirmation	\$25.10	FedEx
		\$25.10	Total Postage & Delivery Expenses
Ground Transportation Expenses			
DATE	MATTER	AMOUNT	DESCRIPTION
2023.03.02	Genshin Impact Disaffirmation	\$19.90	Uber Trip
		\$19.90	Total Ground Transportation Expenses

News, Quotes, Companies, Videos SEARCH

STRAWBERRY for 12 WEEKS SUBSCRIBE NOW

U.S. EDITION Tuesday, April 9, 2013 As of 4:46 PM EDT

Subscribe | Log In

Home World U.S. Business Tech Markets Market Data Your Money Opinion Life & Culture N.Y. Real Estate Management Earnings Economy Health Law Autos Management Media & Marketing Energy Small Business Startups More Industries

Grid of news thumbnails including: Eiji Toyoda, Driver of Global Expansion, Dies at 100; EA Taps Insider Andrew Wilson as CEO; 'The Circle' Takes Vengeance on Google, Facebook; New Touch for iPhone

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

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

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

Article

Video

Stock Quotes

Comments (38)

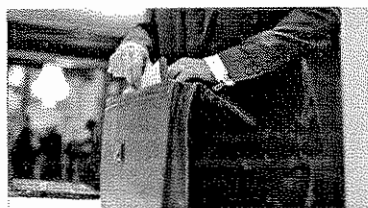
MORE IN LAW »

Email

Print

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.



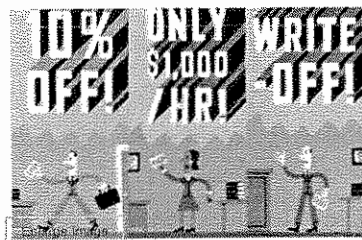
Top partners at leading U.S. law firms are charging more than ever — routinely \$1,150 or more an hour — but after discounts and write-offs the nosebleed rates aren't all they appear to be. Jennifer Smith reports. Photo: Getty Images.

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 Kaczman

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.

see how Knobbe Martens wins again and again. »

Knobbe Martens
INTELLECTUAL PROPERTY LAW

THE NEW PORTFOLIO TOOL ON WSJ.COM: THE ULTIMATE INVESTMENT TRACKER AVAILABLE EXCLUSIVELY FOR SUBSCRIBERS

LEARN MORE

provided by LAW.ASSET

Don't Miss

[7]



Mosberg on Apple's New iPhones



Shark Eats Shark in Wild New Photo



Five False Assumptions About The Rich

More in Law

China's Baby-Milk Issues Flare Anew

Popular Now

What's This?

1 Where Job Growth Is Coming



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

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

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

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

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

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

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

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

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

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

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

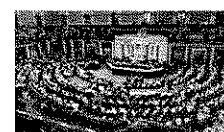
While some clients resisted using associate lawyers during the downturn, refusing to pay hundreds of dollars an hour for inexperienced first- or second-year attorneys, the largest U.S. law firms have managed to send the needle back up again. This year, for the first time, the average rate for associates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

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

2 Steps to Better Foot Health



3 Opinion: The Power of 218



4 Shooting Suspect Had Record of Gun Use



5 Jetpacks Are Coming—From New Zealand



Show 5 More



Press Release Marketing
Effective Affordable Distribution. Attract New Clients Now. Learn How!
publicity.24-7pressrelease.com/

SUPER PC Multiple Monitor
The Original Multi-Monitor Store! Buy Multi-Screen Computers & Displays
www.Multi-Monitors.com

world news cnn online
Improve Network Infrastructure. Expert Advice & Industry Trends.
techtargget.com/Network-Structure

Content from our Sponsors [?]



HEBREW NATIONAL
A Southern Spin on Grilled Franks



OLVR.IT
Arroz con Pollo al Estilo Puertorriqueño



HCPLIVE
Kids with Neurological Disorders No More Likely to Get Flu Vaccine

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

JOIN THE DISCUSSION
38 Comments, add yours »

MORE IN
Law »

Email Print Order Reprints

SEE THE NEW POLARIS AND LEGAL ON WSJ.COM. THE NEW POLARIS AND LEGAL ARE THE NEW POLARIS AND LEGAL. THE NEW POLARIS AND LEGAL ARE THE NEW POLARIS AND LEGAL.

OMVS Stock Pick Win
Opportunities Abound with This Company—Invest Today, Free Info!
www.OnTheMoveSystems.com

Mortgage Rates Hit 2.87%
White House Program Cuts Up to \$1k off Monthly Payments! (3.12% APR)
www.SeeRefinanceRates.com

Warren Buffett Confesses
Warren Buffett's Shocking Confession Will Change your Investing Strategy
www.MarketTrendSignal.com

The End Of Obama?
This looming scandal could ruin the 44th President and disrupt the...
StansberryResearch.com

Don't Miss



Model Behavior
Storms Social Media



Top Five Cars at the
Frankfurt Motor Show



How Gang Rape Is
Changing India's Laws



Billionaire Builds
High-End Resort Town in Swiss Alps

You Might Like

Woman Tries to Sell Daughter's Virginity
Jeep's new Wrangler makes a statement. You might not want to hear it

Content from our Sponsors

What's this?
Immigrant Scientists Launch Braintrust - Create 1000 American Jobs (inpreneur.com)

Living Together Before Marriage Stalls

Companies are increasingly choosing to generate their own power, delivering a jolt to utilities

Redbox's DVD-rental business is weaker than expected

Three Things Every Leader Should Do in a Meeting (The Inuit Network)

Made in the west doesn't always work in asia (Singapore Sessions)

How Retailers Beat Amazon At Its Own Game: INFOGRAPHIC (Meet The Future of Retail)

The Worst Business Lawyer Habit: "Punchbowling" (Legal Productivity)

Add a Comment

JOURNAL COMMUNITY

View All Comments (38)

Community rules

To add a comment please

Log in

Create an Account

Your real name is required for commenting.

Track replies to my comment

[CLEAR](#) [POST](#)

\$1 A WEEK for 12 WEEKS

WSJ SUBSCRIBER'S CONTENT PROVIDES:

- **WSJ Portfolio** a revolutionary investment tool that syncs and tracks all your investments
- **Mobile Apps** global news, in-depth analysis and real time quotes anytime anywhere
- **WSJ Weekend Travel**, real estate, personal finance and expanded lifestyle coverage

SUBSCRIBE NOW

Editors' Picks



Antibiotics Losing Battle Against Bugs: Report



For TV Shows, It's a Seller's Market



Are You Ready for a Jetpack?



The 400 Richest Americans: Who's New on the List?



Steps to Better Foot Health

[Subscribe](#) / [Login](#)

[Back to Top](#)

Customer Service

- [Customer Center](#)
- [New! Live Help](#)
- [Contact Us](#)
- [WSJ Weekend](#)
- [Contact Directory](#)
- [Corrections](#)

Policy

- [Privacy Policy](#)
- [Data Policy](#)
- [Copyright Policy](#)
- [Subscriber Agreement & Terms of Use](#)
- [Your Ad Choices](#)

Advertise

- [Advertise](#)
- [Place a Classified Ad](#)
- [Sell Your Home](#)
- [Sell Your Business](#)
- [Commercial Real Estate Ads](#)
- [Recruitment & Career Ads](#)
- [Franchising](#)
- [Advertise Locally](#)

Tools & Features

- [Apps](#)
- [Newsletters and Alerts](#)
- [Graphics & Photos](#)
- [Columns](#)
- [Topics](#)
- [Guides](#)
- [Portfolio](#)
- [Old Portfolio](#)

More

- [Register for Free](#)
- [Reprints](#)
- [Content Partnerships](#)
- [Conferences](#)
- [SafeHouse](#)
- [Mobile Site](#)
- [News Archive](#)

[Jobs at WSJ](#)

Copyright ©2013 Dow Jones & Company, Inc. All Rights Reserved

- [Law.com Home](#)
- [NewsWire](#)
- [LawJobs](#)
- [CLE Center](#)
- [LawCatalog](#)
- [Our Sites](#)
- [Advertise](#)

An **ALM** Web site

THE AM LAW DAILY

- [This Site](#)
- [Law.com Network](#)
- [Legal Web](#)

Search the Legal Web

- [HOME](#)
- [THE AM LAW DAILY](#)
- [LITIGATION DAILY](#)
- [RANKINGS](#)
- [VIDEOS](#)
- [MAGAZINE](#)
- [ADVERTISE](#)
- [SUBSCRIBE](#)
- [FREE ACCESS](#)
- [CONTACT US](#)
- [EXPERIENCE](#)

THE AM LAW DAILY

- [The Firms](#)
- [The Work](#)
- [The Score](#)
- [The Churn](#)
- [The Talent](#)
- [The Management](#)
- [The World](#)
- [The Life](#)

SURVEYS AND RANKINGS

- [AM LAW 100](#)
- [AM LAW 200](#)
- [AM LAW TECH](#)
- [A-LIST](#)
- [GLOBAL 100](#)
- [CORPORATE SCORECARD](#)
- [DEALMAKERS OF THE YEAR](#)
- [MIDLEVEL ASSOCIATES SURVEY](#)
- [SUMMER ASSOCIATES SURVEY](#)
- [DIVERSITY SCORECARD](#)
- [PRO BONO SCORECARD](#)
- [LITIGATION DEPARTMENT OF THE YEAR](#)
- [LATERALS REPORT](#)
- [LAW FIRM LEADERS](#)
- [Lifetime Achievers](#)
- [Legal Intelligence](#)
- [WOMEN PARTNER WATCH](#)

MAGAZINE

- [Current Issue](#)
- [Previous Issue](#)
- [Search Archive](#)

SPECIAL REPORTS

- [Intellectual Property](#)
- [Labor & Employment](#)
- [LITIGATION](#)
- [FOCUS EUROPE](#)
- [ASIAN LAWYER](#)
- [STUDENT EDITION](#)

VIDEOS

Bookstore

Legal Recruiters

Digital Edition

Hall of Fame

ALM EVENTS

SUBSCRIBE

ADVERTISE

ABOUT US

FEATURED SPONSORS

LAW.COM NETWORK

- [Sites](#)
- [Jobs](#)
- [Verdicts](#)
- [LawCatalog](#)
- [Experts](#)
- [Online CLE](#)
- [Legal Intelligence](#)
- [Events](#)
- [Resources](#)
- [Law Firm Papers](#)
- [Court Reporters](#)
- [Legal Dictionary](#)
- [Legal Blogs](#)

The Firms

April 16, 2012 5:20 PM

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

Posted by Sara Randazzo

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

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

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

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

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

"What it's really showing is that there's an increased premium being paid for experience and expertise," says Julie Peck, vice president of strategy and market development at TyMetrix. "Some parts of the lawyer market are able to raise rates much more quickly, and are more impervious to economic forces than others."

To compile the current rate report, TyMetrix received permission from its clients to examine legal fees billed to 62 companies across 17 industries including energy, finance, retail, technology, insurance, and health care. The bills, which represent the amount actually paid by the companies in question rather than the amount initially charged, came from more than 4,000 firms in 84 metropolitan areas around the country. Every firm on the 2011 Am Law 100 is represented in the data.

The report's key data points include:

A Widening Gap: Hourly rates charged by lawyers in the legal sector's upper echelon grew faster between 2009 and 2011 than those charged by lawyers toiling on the lower rungs. Particularly striking was the jump in associate rates billed by those falling in the report's top quartile: 18 percent on average, to just over \$600 per hour. Rates billed by top quartile partners, meanwhile, rose 8 percent, to just under \$900 per hour. In the bottom quartile, associate rates rose 4 percent and partner rates rose 3 percent during the same period.

The Recession's (Minor) Toll: Even amid the economic downturn, the cost of an hour of a lawyer's time continued to rise faster than key measures of inflation. That said, the legal industry wasn't completely immune to the broader economy's slowdown. After rising 8.2 percent between 2007 and 2008, hourly rates rose just 2.3 percent in 2009. Law firms bounced back a bit last year, with rates climbing 5.1 percent, to an average of \$530 an hour.

Location Counts: Not surprisingly, lawyers working in major metropolitan areas—where, as the rate report notes, rents are typically higher—are the priciest. An address in Boston, Chicago, Los Angeles, San Francisco, or Washington, D.C., alone adds about \$161 to the hourly rate charged by an individual lawyer. Those six cities and Baltimore, Houston, Philadelphia, and San Jose are the ten U.S. markets with the highest hourly rates. With an average partner rate topping \$700 per hour and average associate rate of more than \$450 per hour, New York is the most expensive market in the country. The least expensive? Riverside, California, where the average partner bills at under \$250 per hour and associates bill at just over \$300 an hour.

In the Minority: A small group of lawyers—12 percent—bucked the trend toward higher fees and actually lowered rates between 2009 to 2011—and 3 percent trimmed rates by \$50 or more per hour. (Most of those in the rate-cutting camp were based outside the big six markets identified above.) At the other end of the spectrum, 52 percent of lawyers increased rates by between \$25 and \$200 or more per hour. Another 18 percent increased rates by less than \$25 per hour, and the final 18 percent held rates steady.

First-Year Blues: Even before the recession hit, clients balked at paying for what they considered on-the-job training for first-year associates. The latest rate report is likely to reinforce that reluctance, given its finding that using entry-level lawyers adds as much as 20 percent to the cost of a legal matter. The report offers evidence that firms may be accommodating clients on this front: The percentage of bills attributed to entry-level associates dropped from 7 percent in 2009 to 2.9 percent last year.

Ties That Bind: The more work one firm handles for a client—and the longer the client relationship extends—the higher the average rate the firm charges. For companies that paid one firm \$10 million or more in a single year, the average hourly rate paid was \$553 in 2011. By comparison, clients that limited their spending on an individual firm to \$500,000 paid that firm an average of \$319 per hour.

Four-Digit Frontier: Data has consistently shown that many lawyers hesitate to charge more than \$1,000 an hour, and in 2011 just under 3 percent of the lawyers covered by the rate report had broken that barrier. Of those, the vast majority were working in the six main legal markets identified above and 60 percent of the time, they billed in increments of one hour or less.

Playing Favorites: Across all practice areas, 90 percent of lawyers charged different clients different rates for similar types of work. (The figure for mergers and acquisitions lawyers was 100 percent.) The differences from client to client can be extreme, and were even more pronounced in the current report than in the 2010 edition. Rates charged by intellectual property specialists, for instance, had a median variance of 23.1 percent, while lawyers doing commercial and contract work showed a 18.7 percent median difference.

Who's Doing What? A closer look at law firm bills for work performed on litigation and intellectual property assignments shows that the kind of timekeeper billing on a matter varies by practice type. On patent matters, the report shows, 47 percent of hours billed on average are attributed to paralegals, and 37 percent by partners. By comparison, paralegals account for just 8 percent of the work done on labor and employment litigation hours, while partners handle 45 percent.

[Make a comment](#)

[Comments \(1\)](#)

Save & Share: [Facebook](#) | [Del.icio.us](#) | [Digg It](#) | [Email](#) |

[Reprints & Permissions](#)

Comments

Report offensive comments to [The Am Law Daily](#).

The Big Law law firm is a dinosaur - a dieing species. This kind of self-interested greed will ultimately kill the beast.

Comment By Publicus - [April 17, 2012 at 11:50 AM](#)

Verify your Comment

Previewing your Comment

Posted by: |

This is only a preview. Your comment has not yet been posted.




Your comment could not be posted. Error type:

Your comment has been saved. Comments are moderated and will not appear until approved by the author. [Post another comment](#)

The letters and numbers you entered did not match the image. Please try again.

As a final step before posting your comment, enter the letters and numbers you see in the image below. This prevents automated programs from posting comments.

Having trouble reading this image? [View an alternate.](#)



Post a comment

If you have a TypeKey or TypePad account, please [Sign In](#)

Name:

Email Address:(Not displayed with comment.)

URL:

Remember personal info?

Comments:



theamlawdaily@alm.com

Popular Pages Today

1. [When It Comes to Billing, Latest Rate Report Shows the Rich Keep Getting Richer](#) 26.88%
2. [Dewey Losses Accelerate; Nine More New York Partners Head to the Exits](#) 21.07%
3. [Latest Dewey Losses Span the Globe, Push 2012 Departure Figure Above 60](#) 14.61%
4. [The Am Law Daily](#) 8.49%
5. [Nine IP Litigators Jump from Duane Morris to Cozen](#) 6.57%
6. [The Am Law Daily](#) 5.54%
7. [O'Melveny Adds Top Capital Markets Partner from Shearman in New York](#) 4.50%
8. [With St. Louis Firm Fading, Show Me State Rivals Eye Possible Hires](#) 3.88%
9. [Which Firms Are Cashing in on Dewey Departures?](#) 3.28%
10. [Paul Weiss Takes Lead on Two Private Equity Deals](#) 2.17%

More

News, Quotes, Companies, Video

SEARCH

Friday, February 25, 2011 As of 9:34 AM PST

Today's Paper Columns Blogs Topics Journal Community

Home World U.S. New York Business Markets Tech Personal Finance Life & Culture Opinion Careers Real Estate
Small Business

FEBRUARY 23, 2011

Top Billers

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

<< first < prev 1 2 3 next > last >>

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
Teplin, Ian	Kirkland & Ellis LLP	Tax			\$1,220	Vision Corp.	2010
Schmidt, Gerhard	Wali Gishal	Finance	Corporate	Mergers and Acquisition	\$1,165	Aeris International	2010
Gon, Michele Y.L.	Baker McKenzie	Real Estate	Mergers and Acquisition	Intellectual Property	\$1,163	Rebers Liquidation Company	2010
Shustaf, Andrew	Clary Gottlieb	Bankruptcy			\$1,160	Truvo	2010
McDonald, Michael	Clary Gottlieb	Corporate	Mergers and Acquisition		\$1,160	Truvo	2010
Vandermerech, Dirk	Clary Gottlieb	Environmental Litigation	Litigation		\$1,130	Truvo	2010
Reding, Jacques	Clary Gottlieb	Bankruptcy	Mergers and Acquisition	Equities	\$1,130	Truvo	2010
McArdle, Wayne P.	Gibson Dunn	Corporate			\$1,110	Lehman Brothers Holding Inc	2010
DuBots, Pierre-Andre	Kirkland & Ellis LLP	Intellectual Property			\$1,105	Reader's Digest Association Inc	2010
Scheler, Brad	Fried Frank	Bankruptcy			\$1,100	Station Casinos	2010
Lewin-Smith, Guy	Debevoise & Plimpton LLP	Corporate			\$1,080	MIG Inc	2010
Brown, Michael	Jones Day	Finance	Litigation	Regulatory	\$1,075	Lehman Brothers Holding Inc	2010
Coffey, Lee	Jones Day	Litigation	International Law	Energy	\$1,075	Lehman Brothers Holding Inc	2010
Stack, Barnaby C.	Jones Day	Bankruptcy			\$1,075	Lehman Brothers Holding Inc	2010
Kartan, Michael A.	Gibson Dunn	Litigation			\$1,075	Aimatis	2010
Brockway, David	Bingham McCutchen	Corporate			\$1,065	Lehman Brothers Holding Inc	2010
Mages, John B.	Bingham McCutchen	Tax			\$1,065	Lehman Brothers Holding Inc	2010
Nelson, William F.	Bingham McCutchen	Tax			\$1,065	Lehman Brothers Holding Inc	2010
Pisliko, Bernie	Shearman & Sterling LLP	Tax			\$1,065	Worldspace	2010
Meyerson, Lee	Simpson Thacher	Capital Markets	Mergers and Acquisition		\$1,050	Washington Mutual	2010
Noggo, Peter	Milbank Tweed	Finance			\$1,050	See Launch Company	2010
Clayton, Lewis	Paul Weiss	Intellectual Property			\$1,050	SP Wind Down Inc	2010
Flader, Robert	Paul Weiss	Labor and Employment			\$1,050	SP Wind Down Inc	2010
Rosenberg, Peter	Paul Weiss	Corporate	Tax		\$1,050	SP Wind Down Inc	2010
Baronsky, Kenneth J	Milbank Tweed	Bankruptcy	Mergers and Acquisition	Securities Litigation	\$1,050	Station Casinos	2010
Palmer, Derick A.	Cadwalader	Finance	Bankruptcy	Mergers and Acquisition	\$1,050	Lyondell Chemical Company	2010
Aronzon, Paul	Milbank Tweed	Bankruptcy			\$1,050	Lehman Brothers Holding Inc	2010

Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Bray, Gregory	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
Heiler, David S.	Latham Watkins	Bankruptcy			\$1,025	In re: NEC Holdings Corp.	2010
Hershtald, Michiel	Milbank Tweed	Tax	Real Estate	Finance	\$1,025	Lehman Brothers Holding Inc	2010
Magoff, Rainer	Milbank Tweed	Finance			\$1,025	Lehman Brothers Holding Inc	2010
Tomback, Andrew E.	Milbank Tweed	Litigation	Finance		\$1,025	Lehman Brothers Holding Inc	2010
Sharp, Richard	Milbank Tweed	Litigation			\$1,025	Lehman Brothers Holding Inc	2010
Clowry, Kait J.K.	Paul Hastings	Corporate			\$1,021	Lehman Brothers Holding Inc	2010
Eagan, Mark J.	Paul Hastings	Real Estate			\$1,021	Lehman Brothers Holding Inc	2010
O'Sullivan, Ronan P.	Paul Hastings	Corporate	Real Estate		\$1,021	Lehman Brothers Holding Inc	2010
Lifson, Richard S.	Cleary Gottlieb	Corporate	Finance	Mergers and Acquisition	\$1,020	Truve	2010
Dunbar, James A.	Cleary Gottlieb	Finance	Tax		\$1,020	Truve	2010
Passio, James	Cleary Gottlieb	Tax			\$1,020	Truve	2010
Gorin, William F.	Cleary Gottlieb	Corporate	Government	Capital Markets	\$1,020	Truve	2010
Moloney, Thomas J.	Cleary Gottlieb	Bankruptcy	Litigation	Finance	\$1,020	Truve	2010

<< first < prev 1 2 3 next > last >>

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

(See correction.)

Write to the Online Journal's editors at newseditors@wsj.com
Return To Top



WSJ.com Account:

[My Account](#)
[Subscriber Billing Info](#)

Create an Account:

[Register for Free](#)
[Subscribe Now](#)

Help & Information Center:

[Help](#)
[Customer Service](#)
[Contact Us](#)
[New on WSJ.com](#)
[Tour the new Journal](#)

About:

[News Licensing](#)
[Advertising](#)
[Advertise Locally](#)
[Conferences](#)
[About Dow Jones](#)
[Privacy Policy - Updated](#)
[Subscriber Agreement & Terms of Use - Updated](#)
[Copyright Policy](#)
[Jobs at WSJ.com](#)

WSJ.com:

[Site Map](#)
[Home](#)
[World](#)
[U.S.](#)
[New York](#)
[Business](#)
[Markets](#)
[Market Data](#)
[Tech](#)
[Personal Finance](#)
[Life & Style](#)
[Opinion](#)
[Arts](#)
[Careers](#)
[Real Estate](#)
[Small Business](#)
[Student Journalist](#)
[Corrections](#)

Tools & Formats:

[Today's Paper](#)
[Video Center](#)
[Graphics](#)
[Columns](#)
[Blogs](#)
[Topics](#)
[Guides](#)
[Alerts](#)
[Newsletters](#)
[Mobile](#)
[Tablet Edition](#)
[Podcasts](#)
[RSS Feeds](#)
[Journal Community](#)
[WSJ on Twitter](#)
[WSJ on Facebook](#)
[WSJ on Foursquare](#)
[My Journal](#)

Digital Network:

[WSJ.com](#)
[MarketWatch.com](#)
[Barrons.com](#)
[SmartMoney.com](#)
[AllThingsD.com](#)
[FINS: Finance, IT jobs, Sales jobs](#)
[BigCharts.com](#)
[Virtual Stock Exchange](#)
[WSJ Radio](#)
[ProfessorJournal.com](#)
[WSJ U.S. Edition](#)
[WSJ Asia Edition](#)
[WSJ Europe Edition](#)
[WSJ India Page](#)
[Foreign Language Editions:](#)

More

News, Quotes, Companies, Video

SEARCH

Friday, February 26, 2011 As of 9:34 AM PST

Today's Paper Columns Blog Topics Journal Community

Home World U.S. New York Business Markets Tech Personal Finance Life & Culture Opinion Careers Real Estate
Small Business

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.

<< first < prev 1 2 3 next > last >>

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	Linklaters	Litigation			\$1,010	Norstar Networks	2010
Cox, Tim	Linklaters	Corporate			\$1,018	Norstar Networks	2010
Sachdev, Nabeel V.	Kirkland & Ellis LLP	Corporate			\$1,015	Vistacon Corp.	2010
Mayo, David	Paul Weiss	Tax			\$1,015	BP Wind Down Inc	2010
Cohen, Joel	Gibson Dunn	Bankruptcy			\$1,014	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
Jewell, 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

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
Pinn, Sean	Latham Watkins	Tax			\$1,065	Aviza Technology	2009
Sifran, Lawrence	Latham Watkins	Finance			\$1,065	Aviza Technology	2009
Verbung, Leonard	Allen & Overy LLP	Labor and Employment			\$1,065	BearingPoint	2009
Lee-Lim, Jiyeon	Latham Watkins	International Law	Tax		\$1,065	Spanion	2009
Pisillo, Bernie	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
Laurel, Thomas	White & Case	Bankruptcy			\$1,050	Global Safety Textiles	2009
Mulaney, Charles W.	Skadden	Mergers and Acquisitions			\$1,050	Hartmarx	2009
Rosan, Matthew A.	Skadden	Tax			\$1,050	Hartmarx	2009
Zrinsky, Bruce	Cadwalader	Bankruptcy			\$1,050	TH Agriculture	2009

<< first < prev 1 2 3 next > last >>

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

Write to the Online Journal's editors at newseditors@wsj.com
Return To Top



WSJ.com Account:

[My Account](#)
[Subscriber Billing Info](#)

Create an Account:

[Register for Free](#)
[Subscribe Now](#)

Help & Information Center:

[Help](#)
[Customer Service](#)
[Contact Us](#)
[New on WSJ.com](#)
[Tour the new Journal](#)

About:

[News Licensing](#)
[Advertising](#)
[Advertise Locally](#)
[Conferences](#)
[About Dow Jones](#)
[Privacy Policy - Updated](#)
[Subscriber Agreement & Terms of Use - Updated](#)
[Copyright Policy](#)
[Jobs at WSJ.com](#)

WSJ.com:

[Site Map](#)
[Home](#)
[World](#)
[U.S.](#)
[New York](#)
[Business](#)
[Markets](#)
[Market Data](#)
[Tech](#)
[Personal Finance](#)
[Life & Style](#)
[Opinion](#)
[Autos](#)
[Careers](#)
[Real Estate](#)
[Small Business](#)
[Student Journal](#)
[Corrections](#)

Tools & Formats:

[Today's Paper](#)
[Video Center](#)
[Graphics](#)
[Columns](#)
[Blogs](#)
[Topics](#)
[Slides](#)
[Alerts](#)
[Newsletters](#)
[Mobile](#)
[Tablet Edition](#)
[Podcasts](#)
[RSS Feeds](#)
[Journal Community](#)
[WSJ on Twitter](#)
[WSJ on Facebook](#)
[WSJ on FourSquare](#)
[My Journal](#)

Digital Network

[WSJ.com](#)
[Marketwatch.com](#)
[Barrons.com](#)
[SmartMoney.com](#)
[AllThingsD.com](#)
[FTOS: Finance, IT Jobs, Sales Jobs](#)
[BigCharts.com](#)
[Virtual Stock Exchange](#)
[WSJ Tablet](#)
[ProfessorJournal.com](#)
[WSJ U.S. Edition](#)
[WSJ Asia Edition](#)
[WSJ Europe Edition](#)
[WSJ India Page](#)
[Foreign Language Editions](#)

More News, Quotes, Companies, Video

Friday, February 25, 2011 As of 9:34 AM PST

Today's Paper Columns Blogs Topics Journal Community

Home World U.S. New York Business Markets Tech Personal Finance Life & Culture Opinion Careers Real Estate
Small Business

FEBRUARY 23, 2011

Top Billers

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

<< first < prev 1 2 3 next >>

Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Milmo, J. Gregory	Skadden	Bankruptcy			\$1,050	Interstate Bakeries	2009
Braut, Elean	Allen & Overy LLP	Antitrust			\$1,038	Chemura Corp.	2009
Stroff, Neal	Skadden	Antitrust			\$1,035	Varasun Energy Corporation	2009
Hayman, Linda C.	Skadden	Corporate	Mergers and Acquisitions		\$1,035	Interstate Bakeries	2009
Neelke, Peter J.	Skadden	Finance			\$1,032	Interstate Bakeries	2009
MacLachlan, James	Baker McKelvey	Tax			\$1,029	Microm	2009
Keck, Colleen	Allen & Overy LLP	Corporate	Intellectual Property		\$1,026	BearingPoint	2009
Kelther, Eileen	Allen & Overy LLP	Mergers and Acquisitions			\$1,026	BearingPoint	2009
Fujita, Francisc	Vinson & Elkins	Capital Markets	Energy	International Law	\$1,026	MPF Holding US LLC and Official Committee Of Unsecured Creditors	2009
Rewman, 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

<< first < prev 1 2 3 next >>

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

(See correction.)

Write to the Online Journal's editors at newseditors@wsj.com

Return To Top

An ALM web site



4:19 P.M. EST
Tuesday, February 22, 2011

Get premium access 30-day trial
Subscribe now for under \$1 a day
Receive free daily headlines

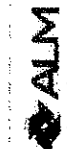


*Click on any Title, Practice Area, Firm, City, State, County, Graduation or Practice Year for related rates

Home	News Sections	Court Opinions	Court Calendars	Public Notices	Search Guide	How to Advertise	Contact Us
<p>Going Rate Home Page >> All records for firms in San Francisco CA United States</p>							
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	
Baker, James P.	Partner	Employee Benefits and Exec Comp	Jones Day	San Francisco	CA	United States	430
Bass, Eric	Associate		Jones Day	San Francisco	CA	United States	260
Benavente, Peter J.	Partner	Business Restructuring and Reorganization	Farella Braun and Martel	San Francisco	CA	United States	1980
Berning, Scott M.	Associate	Business and Finance	Jones Day	San Francisco	CA	United States	400
Berman, David M.	Partner	Commercial Litigation, Bankruptcy and Restruc.	Morgan Lewis and Boekus Pacholski, Stang, Zühl and Jones	San Francisco	CA	United States	1974
Boroch, Martha	Partner	Corporate, Criminal Investigations	Jones Day	San Francisco	CA	United States	2007
Borstein, Jeffrey	Partner	White Collar Crime, Commercial Litigation	K and L Gates	San Francisco	CA	United States	1996
Brown, Donald W.	Partner	Business and Finance	Convington and Burking	San Francisco	CA	United States	525
Browning, J. Taylor	Associate	Tort and Environmental Litigation	Morgan Lewis and Boekus King and Spalding	San Francisco	CA	United States	590
Bunnicler, Brenda M.	Partner	Environmental	Jones Day	San Francisco	CA	United States	1996
Castro, Ruth Ann	Associate	Corporate Finance and Real Estate	Farella Braun and Martel	San Francisco	CA	United States	1994
Christensen, C. Murphy	Partner	Business Restructuring and Reorganization	Q'Meary and Myers	San Francisco	CA	United States	380
Christman, Ryan M.	Associate		Kirkland and Ellis	San Francisco	CA	United States	315
Conroy, Michelle	Associate		Jones Day	San Francisco	CA	United States	2001
Cooley, Peter J.	Executive	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	1984
Davies, Doug	Partner	Employment	Farella Braun and Martel	San Francisco	CA	United States	510
Dibble, Sam	Partner	Business Transactions	Farella Braun and Martel	San Francisco	CA	United States	510
Djokic, Benjamin	Partner	Complex Commercial	Holler, Erimian	San Francisco	CA	United States	282
Ernst, Megan	Associate	Securities Litigation	Jones Day	San Francisco	CA	United States	573
Dobryzowski, Daniel T.	Associate	Trial	Jones Day	San Francisco	CA	United States	573
Douglas, Scott	Partner	Construction	Farella Braun and Martel	San Francisco	CA	United States	2007
Dunn, Heather	Associate		DLA Piper	San Francisco	CA	United States	525

1 2 3 4
Currently showing 1-25 of 98 results

About ALM | About Law.com | Customer Support | Reprints | Privacy Policy | Terms & Conditions
Copyright 2011 ALM Media Properties, LLC. All rights reserved.



AN ALM web site

DAILY REPORT

Get premium access: 30-day trial
 Subscribe now for under \$1 a day
 Receive free daily headlines



Click on any Tab, Practice Area, Firm, City, State, County, Organization or Practice Year for related rates

Get premium access: 30-day trial
 Subscribe now for under \$1 a day
 Receive free daily headlines



Click on any Tab, Practice Area, Firm, City, State, County, Organization or Practice Year for related rates

Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School	Practicing Since	2006 Rates	2007 Rates	2008 Rates	2009 Rates
Espin, Charlotte C.	Associate	Trial	Jones Day	San Francisco	CA	United States	2006	2008	665	775	325	
Eisenbach, Robert L.	Partner	Bankruptcy and Restructuring	Cookley Godward Konish Morrison and Fowler	San Francisco	CA	United States	2006	2008	665	775	325	
Engel, G. Lairy	Partner	Bankruptcy and Restructuring	Morrison and Fowler	San Francisco	CA	United States	2006	2008	665	775	325	
Esperanza, Chysty	Associate	Labor and Employment	Farella Braun and Martel	San Francisco	CA	United States	1975	1975	540	330	535	
Ford, Robert	Partner	Bankruptcy and Restructuring	Jones Day	San Francisco	CA	United States	1975	1975	540	330	535	
Frank, Michael T.	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	2006	2006	355	355	375	
Frank, Joshua M.	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	2006	2006	355	355	375	
Franchick, John E.	Partner	Bankruptcy and Restructuring	Katland and Ellis	San Francisco	CA	United States	2006	2006	355	355	375	
Garnett, Benjamin P.	Associate	Bankruptcy and Restructuring	Jones Day	San Francisco	CA	United States	2006	2006	355	355	375	
Gerling, Tyler	Associate	Bankruptcy and Restructuring	Jones Day	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	Hospitality	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	

1 2 3 4
 Currently showing 2650 of 98 results

About ALM | About Law.com | Customer Support | Reprints | Privacy Policy | Terms & Conditions
 Copyright 2011 ALM Media Properties, L.L.C. All rights reserved.



An ALM web site

DAILY REPORT

4:38 P.M. EST
Tuesday, February 27, 2011

Get premium access, 30-day trial
Subscribe now for under \$1 a day
Receives free daily headlines



Home	News Sections	Court Opinions	Court Calendars	Public Notices	Baruch Guide	How to Advertise	Contact Us
<p>Go to Rate Home Page >> All records for firms in San Francisco CA United States</p>							
Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School
Lauksh, Justin	Counsel	Corporate Finance	OMelveny and Myers Jones Day	San Francisco	CA	United States	1997
Marshall, Robert G.	Partner	Employee Benefits and ERISA Comp	Jones Day	San Francisco	CA	United States	1997
Mason, Dory	Associate Partner	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	1887
Nages, Adhi	Associate	Litigation	Fawcett Braun and Martel	San Francisco	CA	United States	2002
Nakas, Casey M.	Associate	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1979
Olson, James C.	Partner	Labor and Employment	Jones Day	San Francisco	CA	United States	1979
Oso, Amanda M.	Associate	Litigation	Kirkland and Ellis	San Francisco	CA	United States	1979
Osgood, Michael C.E.	Associate	Labor and Employment	Kirkland and Ellis	San Francisco	CA	United States	1979
Patten, Katie	Associate	California Employment	McGowan Lewis and Myers	San Francisco	CA	United States	1979
Perkins, Karen H.	Associate	California Employment	McGowan Lewis and Myers	San Francisco	CA	United States	1979
Potbeck, Thomas R.	Partner	Cotiprilling	Paul Hastings, Janofsky and Walker	San Francisco	CA	United States	1979
Potenza, Alex	Associate	Corporate	Paul Hastings, Janofsky and Walker	San Francisco	CA	United States	1979
Rapagosa, Ramiro	Associate	Corporate	Paul Hastings, Janofsky and Walker	San Francisco	CA	United States	1979
Rachay, Katherine S.	Partner	Corporate	Paul Hastings, Janofsky and Walker	San Francisco	CA	United States	1979
Ritter, Peter	Partner	Corporate	Paul Hastings, Janofsky and Walker	San Francisco	CA	United States	1979
Roche, Laura	Associate	Tax	OMelveny and Myers	San Francisco	CA	United States	1979
Rodriguez, Noel	Associate	Business Tax and Investment Funds	OMelveny and Myers	San Francisco	CA	United States	1979
Sabnis, Cheryl	Counsel	Trial Practice	Jones Day	San Francisco	CA	United States	1979
Schickert, Vladimir	Partner	Tort and Environmental Litigation	Fawcett Braun and Martel	San Francisco	CA	United States	1979
Selling, Jocelyn	Partner	Private Clients	King and Spalding	San Francisco	CA	United States	1979
	Of Counsel	Family Wealth Group	Fawcett Braun and Martel	San Francisco	CA	United States	1979

* Click on any Title, Practice Area, Firm, City, State, Country, Graduation or Practices Year for related rates

2007 Rates	2008 Rates	2009 Rates
540	540	625
580	580	580
595	595	595
700	700	700
395	395	775
300	300	765
305	305	305
570	570	570
750	750	360
465	465	625
675	675	675
485	485	500
485	485	485
725	725	450

1 2 3 4
Currently showing 51-75 of 96 results



An ALM web site

DAILY REPORT

4:38 P.M. EST
Tuesday, February 22, 2011

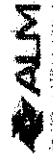
Get premium access 30-day trial
Subscribe now for under \$1 a day
Receive free daily headlines



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							
Trepat, Hollen	Associate	Business Restructuring and Reorganization	Paul, Hastings, Janofsky and Walker	San Francisco	CA	United States							
Trodels, Robert A.	Partner	Business Restructuring and Reorganization	Paul, Hastings, Janofsky and Walker	San Francisco	CA	United States							
Ulland, Suzanne	Partner	Finance, Corporate and Bankruptcy	James Day	San Francisco	CA	United States							
Vogt, Gary W.	Senior Legal Assistant	Litigation	James Day	San Francisco	CA	United States							
Wagener, Kristine	Associate	Business Transactions	James Day	San Francisco	CA	United States							
Wall, Gregory A.	Senior Attorney	Business Transactions	James Day	San Francisco	CA	United States							
Wessels, Kelly	Associate	Litigation	James Day	San Francisco	CA	United States							
Whalen, Joe	Partner	Insurance and Risk Management	James Day	San Francisco	CA	United States							
Wink, Jack L.	Associate	Business Transactions	James Day	San Francisco	CA	United States							
Wilson, Nicholas	Counsel	Business Transactions	James Day	San Francisco	CA	United States							
Woodruff, Kelly	Partner	Business Transactions	James Day	San Francisco	CA	United States							
Zwibelman, Michael	Partner	Business Transactions	James Day	San Francisco	CA	United States							

1 2 3 4
Currently showing 76-96 of 96 results

About ALM | About Law.com | Customer Support | Feedback | Privacy Policy | Terms & Conditions
Copyright 2011 ALM Media Properties, LLC. All Rights Reserved.



* Click on any Title, Practice Area, Firm, City, State, Country, Graduation or Practicing Year for related rates

How to Advertise Contact Us

Benchi Guha

Public Notices

Court Calendars

All records for firms in San Francisco CA United States

News Sections

Going Rate Home Page >>

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 Durbin, Scott	O'Mahony & Myers LLP (CA)	1975	1875	CA	860.00	1.10	946.00
P Tuchin, Michael	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	0.50	425.00
P Balbach, Karen	Weil, Gotschal & Mangos LLP (CA)	1986	1986	CA	799.00	0.80	639.20
P Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1978	CA	750.00	4.50	3,555.00
OC Morris, Michael	Hennigan Barnett & Dorman LLP	1979	1979	CA	750.00	65.20	45,652.00
P Averch, 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 Toiles & Olson LLC	1987	1987	CA	650.00	0.50	328.00
P Bernthal, David M.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1989	1989	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 Toiles & 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 Dextrahan, Shiraz	White & Case LLP (CA)	2003	2003	CA	600.00	183.70	110,220.00
P Vincent, Garth	Munger Toiles & 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	Weil, Gotschal & Mangos LLP (CA)	2003	2003	CA	570.00	28.50	16,530.00
A Edgall, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	2.50	1,653.00
P Heintz, Jeffrey	Munger Toiles & 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 Toiles & 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	Weil, Gotschal & Mangos LLP (CA)	2005	2005	CA	500.00	36.50	18,250.00
A Barsho, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	14.00	6,580.00
A Liu, Leslie	Weil, Gotschal & Mangos LLP (CA)	2006	2006	CA	465.00	45.90	21,343.50
A Kauffman, Derek	Munger Toiles & Olson LLC	2005	2005	CA	450.00	508.30	228,733.00
A Hochleuber, Brian	Munger Toiles & Olson LLC	2002	2002	CA	435.00	0.30	130.50
A Nathan, Joseph	Weil, Gotschal & Mangos LLP (CA)	2007	2007	CA	415.00	25.20	10,458.00
A Jaspser, M. Lance	Munger Toiles & Olson LLC	2006	2006	CA	400.00	96.20	38,480.00
A Estandart, Barney	Munger Toiles & Olson LLC	2006	2006	CA	400.00	8.80	3,520.00
A Rubin, Francis E.	O'Mahony & Myers LLP (CA)	2006	2006	CA	395.00	8.40	3,318.00

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
A. Schneider, Bradley	Munger, Tolles & Olson LLC	2004	2004	CA	\$ 385.00	1.30	513.50
A. Reaven, Matthew	Wells, Goltsbel & Marges LLP (CA)	2008	2008	CA	355.00	13.50	4,792.50
A. Guzman, Tanya	O'Melvaney & Myers LLP (CA)	2007	2007	CA	330.00	2.30	825.00
PP Neglia, Ross	O'Melvaney & Myers LLP (CA)				260.00	6.20	1,612.00
Finatison, Karha	Pachulski Slang Zieni Young Jones & Weinraub (CA)				225.00	27.50	6,210.00
Jeffries, Patricia J.	Pachulski Slang Zieni Young Jones & Weinraub (CA)				225.00	0.40	90.00
PP Fearson, Sandra	Klein, Tucka, Bogdanoff & Stern, LLP			CA	215.00	1.90	408.50
PP Floyd, Kevin	Hennigan Bennett & Dorman LLP				210.00	0.30	63.00
PP Krojts, Cheryl	Pachulski Slang Zieni Young Jones & Weinraub (CA)				205.00	2.20	451.00
CMA Pittman, Sherrie	Pachulski Slang Zieni Young Jones & Weinraub (CA)				125.00	2.50	325.00

Westlaw CourtExpress

LEGAL BILLING REPORT

VOLUME 11, NUMBER 2

August 2009

BY BILLING RATE

California rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Tolles, Stephen L.	Gibson Dunn & Crutcher, LLP (CA)	1982	1982	CA	\$ 860.00	0.10	\$ 86.00
P Patterson, Thomas	Klee Tuchin, Bogdanoff & Stern, LLP	1984	1984	CA	830.00	223.00	191,250.00
P Tuchin, Michael	Klee Tuchin, Bogdanoff & Stern, LLP	1980	1980	CA	850.00	74.40	63,240.00
P Stern, David	Klee Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	850.00	32.80	27,860.00
P Issler, Paul S.	Gibson Dunn & Crutcher, LLP (CA)	1986	1986	CA	840.00	6.35	5,334.00
P Arnold, Dennis	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1975	1976	CA	844.00	4.10	3,444.00
P Thompson, Brian	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1991	1991	CA	820.00	72.80	59,696.00
P Balcer, Karen	Weil, Gotshal & Manges, LLP (CA)	1986	1986	CA	810.00	40.40	32,744.00
P Zisli, Dean A.	Pachulski Stern 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 Stern 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 Stern 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 Gorski, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	271.50	147,297.50
P Montgomery, Cromwell	Gibson Dunn & Crutcher, LLP (CA)	1997	1997	CA	635.00	2.50	1,587.50
A Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	11.50	7,015.00
A Derahim, Shiva	White & Case LLP (CA)	2003	2003	CA	600.00	217.50	130,500.00
A Scott, Melinda	White & Case LLP (CA)	2004	2004	CA	800.00	74.90	44,940.00
P Trudell, Robert	White & Case LLP (CA)	1995	1995	CA	600.00	35.30	21,180.00
A Ger Kwang-chlon, B.	Weil, Gotshal & Manges, LLP (CA)	2003	2003	CA	580.00	54.20	31,436.00
OC Matcail, Brian	Klee, Tuchin, Bogdanoff & Stern, LLP	1998	1999	CA	575.00	12.40	7,130.00
A Egoft, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	0.50	285.00
C Crosby IV, Peter	White & Case LLP (CA)	1984	1984	CA	565.00	13.30	7,514.50
A Martin, Jill	White & Case LLP (CA)	2006	2006	CA	550.00	45.80	25,180.00
A Conza, Michelle	White & Case LLP (CA)	2001	2001	CA	525.00	1.70	892.50
OC Brandt, Gina F.	Pachulski Stern Ziehl Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
A Malefic, Michael	Weil, Gotshal & Manges LLP (CA)	2005	2005	CA	500.00	175.30	87,650.00
A Rodriguez, Noel	White & Case LLP (CA)	2003	2003	CA	500.00	41.80	20,900.00
A Heyn, Matthew	Klee, Tuchin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	111.80	55,341.00
A Barstow, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	4.10	1,927.00
A Liu, Leslie	Weil, Gotshal & Manges, LLP (CA)	2006	2006	CA	465.00	302.70	140,755.50
A Chun, Sebyul	White & Case LLP (CA)	2008	2008	CA	460.00	162.10	74,565.00

California rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
					\$		\$
A Morrison, Kelley M	White & Case LLP (CA)	2008	2008	CA	460.00	105.50	48,530.00
A Hawk, Jonathan	White & Case LLP (CA)	2007	2007	CA	460.00	20.30	9,338.00
P Phillip, Laurence	Mckenna Long & Aldridge LLP (CA)	1997	1997	CA	450.00	15.00	6,750.00
P Larsen, J David	Mckenna Long & Aldridge LLP (CA)	1997	1997	CA	450.00	10.00	4,500.00
A Guest, David	Klea, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	366.70	157,881.00
A Pczmanliar, Courtney	Klea, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	23.29	9,976.00
A Dickerson, Matthew	Sidley Austin Brown & Wood LLP (CA)	2007	2007	CA	425.00	25.30	10,752.50
A Tran, William	Sidley Austin Brown & Wood LLP (CA)	2006	2006	CA	425.00	5.40	2,295.00
A Nathan, Joseph	Well, Golsthal & Manes LLP (CA)	2007	2007	CA	415.00	61.50	25,522.50
A Whitson, Lorna S.	Gibson Dunn & Crutcher, LLP (CA)	2008	2008	CA	400.00	4.00	1,600.00
A Dearlhan, Kevin	Gibson Dunn & Crutcher, LLP (CA)	2008	2008	CA	375.00	49.30	18,487.50
A Simonds, Ariella	Klea, Tuchin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	4.70	1,410.00
A Elliot, Kerin	Klea, Tuchin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	2.10	630.00
LIB Forrester, Leslie A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				250.00	4.30	1,225.00
PP Haris, Denise A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				225.00	8.50	1,912.50
PP Gracinar, Michelle	Mckenna Long & Aldridge LLP (CA)				215.00	40.60	8,729.00
PP Pearson, Sandra	Klea, Tuchin, Bogdanoff & Stern, LLP			CA	215.00	36.00	7,740.00
PP Brown, Thomas J.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				195.00	2.00	390.00
LIB James, Carla H.	Gibson Dunn & Crutcher, LLP (CA)				165.00	0.50	82.50

Westlaw CourtExpress
LEGAL BILLING REPORT

VOLUME 11, NUMBER 3

December 2009

BY BILLING RATE

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P 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, Michal	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	785.00	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 Whinston, Eric D.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1999	1999	CA	740.00	54.00	39,960.00
P Ong, Johanna Y.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1997	1997	CA	740.00	11.20	8,288.00
P Kornfeld, Alan	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
P Grassmann, Debra L.	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	1987	CA	595.00	32.50	18,337.50
C Cho, Shady	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	595.00	19.40	11,533.00
C Hochman, Harry	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	575.00	57.60	33,120.00
A Dirckman, Jennifer	Klee, Tuckin, Bogdanoff & Stern, LLP	1989	1989	CA	575.00	1.40	802.50
OC Metcalf, Brian	Klee, Tuckin, Bogdanoff & Stern, LLP	1999	1999	CA	575.00	0.70	402.50
A Heyn, Wayne	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
P Brown, Simon	Klee, Tuckin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	109.70	54,301.50
A Barshon, Melissa	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1989	1989	CA	495.00	0.50	247.50
A Liu, Leslie	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	485.00	9.80	4,557.00
P Phelan, Laurence	Wall, Gotsdiner & Maloney, LLP (CA)	1997	1997	CA	450.00	2.70	1,215.00
A Guass, David	Mckenna Long & Ashrade, LLP (CA)	2005	2005	CA	430.00	402.90	173,247.00
PP Santos, Joseph C	Klee, Tuckin, Bogdanoff & Stern, LLP	2005	2005	CA	380.00	4.80	1,748.00
A Elliot, Koim	Quinn Emanuel Urquhart Oliver & Hedges, LLP	2008	2008	CA	300.00	16.60	4,980.00
PP Lacroix, Marlene	Klee, Tuckin, Bogdanoff & Stern, LLP	2008	2008	CA	250.00	20.30	5,075.00
LIB Fornaster, Leslie A.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	2008	2008	CA	250.00	4.90	1,225.00

California Rate Report

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



2010 NLJ Billing Survey

Copyright © 2010, ALM Media Properties, LLC. All Rights Reserved

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

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Dewey & Leboeuf LLP	New York							
2010	Dickinson Wright	Detroit		\$575	\$355		\$275	\$195	
2010	Dickstein Shapiro	Washington	\$546	\$950	\$525	\$656	\$530	\$265	\$426
2010	Dinsmore & Shohl	Cincinnati	\$302	\$590	\$220	\$360	\$300	\$175	\$222
2010	DLA Piper	Chicago							
2010	Dorsey & Whitney	Minneapolis	\$410	\$795	\$290	\$515	\$440	\$180	\$285
2010	Duane Morris	Philadelphia	\$483	\$650	\$240	\$560	\$480	\$135	\$349
2010	Dykema Gossett	Detroit	\$445	\$635	\$360	\$495	\$450	\$225	\$325
2010	Eckert Seamans Chertin & Melloff	Pittsburgh		\$625	\$250		\$320	\$150	
2010	Edwards Angell Palmer & Dodge	Boston	\$451	\$780	\$345	\$571	\$610	\$200	\$323
2010	Epstein Becker & Green	New York	\$429	\$850	\$350	\$620	\$450	\$180	\$325
2010	Faegre & Benson LLP	Minneapolis							
2010	Finnegan, Henderson, Farabow, Garrett & Dünner	Washington							
2010	Fish & Richardson	Boston							
2010	Fisher & Phillips	Atlanta		\$505	\$340		\$360	\$220	
2010	Fitzpatrick, Calla, Harper & Scinto	New York		\$730	\$460		\$440	\$275	
2010	Foley & Lardner	Milwaukee	\$554	\$1,035		\$654		\$255	\$426
2010	Foley Hoag	Boston							
2010	Ford & Harrison	Atlanta		\$620	\$375		\$390	\$250	
2010	Fowler White Boggs	Tampa, FL	\$350	\$675	\$325	\$400	\$315	\$205	\$250
2010	Fox Rothschild	Philadelphia	\$407	\$690	\$315	\$473	\$475	\$235	\$298
2010	Frost Brown Todd	Cincinnati	\$279	\$515	\$200	\$326	\$250	\$150	\$189
2010	Fulbright & Jaworski	Houston							
2010	Gardere Wynne Sewell	Dallas	\$445	\$615	\$380	\$531	\$445	\$195	\$311
2010	Gibbons	Newark, NJ	\$404	\$790	\$390	\$479	\$450	\$250	\$289
2010	Gibson, Dunn & Crutcher LLP	Los Angeles							
2010	Godfrey & Kahn	Milwaukee		\$495	\$325		\$340	\$180	
2010	Goodwin Procter	Boston							

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Gordon & Rees	San Francisco, CA							
2010	GrayRobinson	Orlando, FL		\$750	\$225		\$315	\$150	
2010	Greenberg Traurig	New York	\$453	\$875	\$355	\$550	\$610	\$200	\$332
2010	Harris Beach	Rochester, NY		\$500	\$275		\$250	\$140	
2010	Haynes and Boone	Dallas							
2010	Hinshaw & Culbertson	Chicago							
2010	Hiscock & Barclay	Syracuse, NY	\$311	\$650	\$195	\$348	\$440	\$150	\$234
2010	Hodgson Russ	Buffalo, NY	\$328	\$665	\$230	\$374	\$410	\$175	\$238
2010	Hogan Lovells	Washington							
2010	Holland & Hart LLP	Washington							
2010	Holland & Knight	Washington	\$418	\$850	\$300	\$499	\$480	\$185	\$288
2010	Holme Roberts & Owen	Denver	\$356	\$635	\$285	\$415	\$530	\$170	\$295
2010	Honigman Miller Schwartz and Cohn	Detroit							
2010	Hughes Hubbard & Reed LLP	New York							
2010	Hunton & Williams	Richmond, VA							
2010	Husch Blackwell	St. Louis	\$329	\$804	\$230	\$357	\$415	\$171	\$220
2010	Ice Miller LLP	Indianapolis							
2010	Irell & Manella	Los Angeles							
2010	Jackson Kelly	Charleston, WV		\$495	\$245		\$275	\$155	
2010	Jackson Lewis	White Plains, NY	\$384	\$715	\$260	\$428	\$440	\$150	\$282
2010	Jones Day	Washington							
2010	Jones, Walker, Waechter, Poitevent, Carrara & Denegre	New Orleans		\$520	\$195		\$275	\$140	
2010	K&L Gates	Pittsburgh							
2010	Kelley Drye & Warren	New York		\$900	\$465		\$565	\$275	
2010	Kenyon & Kenyon LLP	New York							

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Kilpatrick Stockton	Allentia	\$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	\$180	
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	\$589	\$525	\$215	\$320
2010	Loeb & Loeb	New York		\$975	\$475		\$575	\$275	
2010	Lowenstein Sandler	Roseland, NJ		\$825	\$440		\$575	\$235	
2010	Luce, Forward, Hamilton & Scripps	San Diego		\$670	\$350		\$445	\$245	
2010	Manatt, Phelps & Phillips	Los Angeles	\$568	\$850	\$525	\$651	\$525	\$200	\$405
2010	Marshall, Dennehey, Warner, Coleman & Goggin	Philadelphia		\$410	\$145		\$320	\$130	
2010	Maynard, Cooper & Gate	Birmingham, AL		\$600	\$325		\$295	\$235	
2010	McAndrews, Held & Malloy	Chicago		\$675	\$260		\$850	\$225	

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

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Ornick, Herrington & Sutcliffe	San Francisco, CA							
2010	Parker Poe Adams & Bernstein LLP	Charlotte N.C.							
2010	Patton Boggs	Washington New York	\$482	\$990	\$355	\$645	\$550	\$215	\$399
2010	Paul, Hastings, Janofsky & Walker	New York							
2010	Paul, Weiss, Rifkind 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	Pilisbury 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	Reinhardt Boerner Van Doren	Milwaukee							
2010	Roetzel & Andress	Akron, OH	\$317	\$525	\$225	\$357	\$325	\$165	\$243
2010	Rutan & Tucker	Costa Mesa, CA		\$650	\$355		\$450	\$225	
2010	Saul Ewing	Philadelphia	\$412	\$800	\$320	\$491	\$475	\$225	\$310
2010	Schiff Hardin LLP	Chicago							
2010	Schnader Harrison Segal & Lewis	Philadelphia							
2010	Schulte Roth & Zabel	New York		\$895	\$735		\$690	\$275	
2010	Schwabe, Williamson & Wyatt	Portland, OR	\$350	\$540	\$310	\$415	\$450	\$200	\$260
2010	Sedgwick, Detert, Moran & Arnold	San Francisco							
2010	Seyfarth Shaw	Chicago	\$377	\$770	\$335	\$505	\$535	\$185	\$325

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

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



2010 NLJ Associate Class Billing Survey

Copyright © 2009, ALM Media Properties, LLC. All Rights Reserved.

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

Fiscal Year	Firm Name	Associate Class											
		1st year	2nd year	3rd year	4th year	5th year	6th year	7th year	8th year				
2010	Frost Brown Todd	\$150											
2010	Gardere Wynne Sewell	195	210	260	280	300	315	355					385
2010	Harris Beach	\$155	\$170	\$200	\$230	\$230	\$230	\$250					\$250
2010	Hiscock & Barclay	\$150 - \$340	\$150-340	\$165 - \$360	\$165 - \$360	\$165 - \$360	\$175 - \$380	\$175 - \$380	\$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 & Kalish	\$150	\$175	\$185	\$195	\$200	\$205	\$210					\$220
2010	McKenna Long & Aldridge	279	312	325	346	363	381	382					415
2010	Montgomery, McCracken, Walker & Rhoads	\$205	\$215	\$235	\$235	\$275	\$295	\$315					\$335
2010	Morris, Manning & Martin	\$200	\$265	\$310	\$340	\$365	\$390	\$415					\$425

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

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

Font Size:

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

Amy Kolz
The American Lawyer
December 16, 2009

Print Share Email Reprints & Permissions Post a Comment

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.

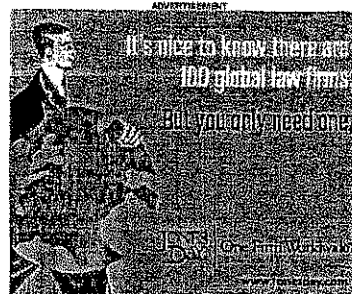
Absent from the \$1,000 club are Weil, Gotshal & Manges restructuring gurus Harvey Miller and Marcia Goldstein. Both clocked rates of \$950 an hour for their work on the Lehman Brothers and BearingPoint Inc. bankruptcies, respectively. Also, Kirkland & Ellis' James Sprayregen billed \$965 an hour for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

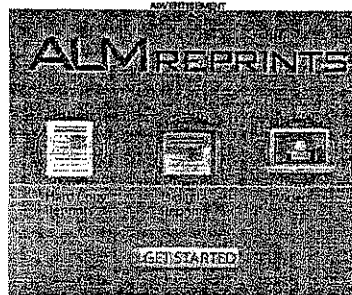
The bankruptcy case with one of the highest median partner rates was Nortel Networks. The phone equipment maker paid firms such as Cleary and Kirkland a median partner rate of \$940. Firms working on the Lehman filing billed a median partner rate of \$810 during the time period, while firms working on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



Top Stories From Law.com
Legal Technology
Public Performance in the Digital Age
Corporate Counsel
In the Crosshairs: GCs Can Ignore Financial Fraud Risks at Their Peril
Small Firm Buyness
San Francisco Associate Wins \$1 Million In ESPN Game



lawjobs.com
TOP JOBS
MATRIMONIAL LITIGATOR
CONFIDENTIAL SEARCH
Great Neck, NY
Associate General Counsel
Salisbury
Reston, VA
MORE JOBS >>
POST A JOB >>

ADVERTISEMENT

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.

[Print](#) [Share](#) [Email](#) [Reprints & Permissions](#) [Post a Comment](#)

[About ALM](#) | [About Law.com](#) | [Customer Support](#) | [Reprints](#) | [Privacy Policy](#) | [Terms & Conditions](#)
Copyright 2009, ALM Media Properties, LLC. All rights reserved.



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

Copyright 2014 ALM Media Properties, LLC
All Rights Reserved
Further duplication without permission is prohibited

THE NATIONAL
LAW JOURNAL

The National Law Journal

January 13, 2014 Monday

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

LENGTH: 1860 words

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

BYLINE: KAREN SLOAN

BODY:

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

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

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

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

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

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

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

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

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

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

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

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

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

THE ROLE OF GEOGRAPHY

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

hour or more for contracts and commercial work.

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

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

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

BILLING SURVEY METHODOLOGY

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

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

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

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

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

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

Billing Rates at the Country's Priciest Law Firms

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

Billing Rates at the Country's Priciest Law Firms

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

* 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.

** 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

LOAD-DATE: January 13, 2014

Source: [Legal](#) > / . . . / > [The National Law Journal](#) 

Terms: **"isn't rare anymore"** ([Suggest Terms for My Search](#))

View: Full

Date/Time: Friday, August 15, 2014 - 6:12 PM EDT

Billing Rates Continue Upward Climb, Especially In BigLaw

By **Justin Wise**

Law360 (June 30, 2021, 9:02 AM EDT) -- Average corporate hourly billing rates continued their steady climb throughout the U.S. in 2020, even as the COVID-19 pandemic placed increasing financial pressure on businesses' legal departments, according to a LexisNexis CounselLink legal trends report released Wednesday.

The rate increases spanned a variety of practices, but they were most pronounced in areas such as regulatory and compliance, mergers and acquisitions, and finance, loans and investments, which continued to be dominated by the largest law firms charging the highest fees. The report showed that BigLaw firms command a substantial portion of corporate legal spending and are requiring the highest partner billing rates by far.

Overall, average partner hourly rates jumped year over year by 3.5% in 2020, slightly higher than the 3.3% jump from 2018 to 2019. That progression signals that the legal industry is "alive and doing very well," Kris Satkunas, CounselLink director of strategic consulting and the report's author, said in an interview with Law360 Pulse.

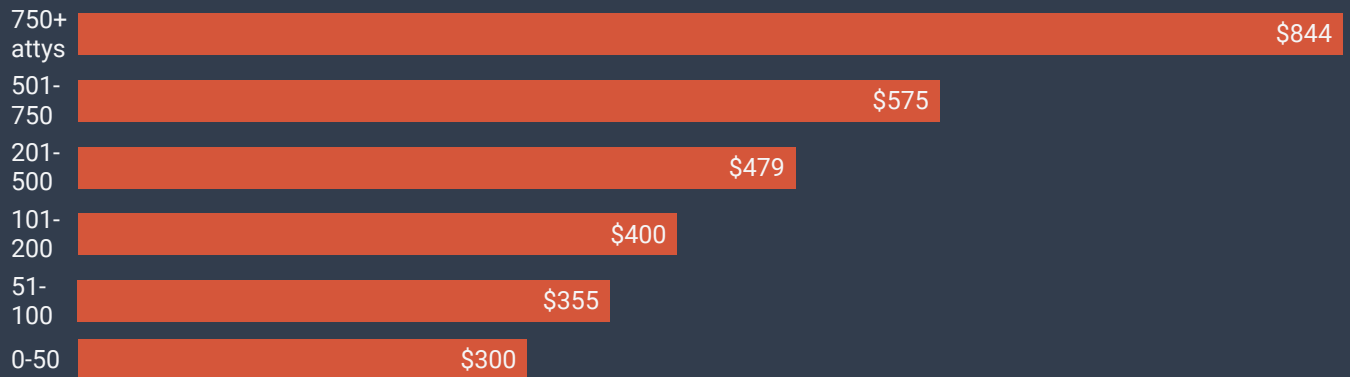
Firms with over 750 lawyers earned roughly half of the money businesses put toward outside counsel in 2020, according to an analysis of more than \$40 billion in spending. The biggest firms commanded even more spending share in areas like mergers and acquisitions, at 67%, and finance, loans and investments, at 66%, practices in high demand and attracting the highest average partner rates.

Big firms' grip on the high-value practice areas are linked to the "significantly higher rates" their partners charge compared with the rest of the industry, according to the report.

The median partner at firms with over 750 attorneys charged \$844 per hour in 2020, 47% more than the \$575 median billing rate for partners at firms with 501 to 750 lawyers. The median billing rate for partners at the biggest firms also increased year over year, by 4.9%, representing the largest percentage jump according to firm size.

Median Partner Hourly Rates By Law Firm Size

Billing practices can vary dramatically based on law firm size, with the largest firms commanding the highest median partner hourly rates by far.



Source: 2021 CouncilLink Enterprise Legal Management Trends Report • Created with [Datawrapper](#)

LAW360 Pulse

The data, Satkunas said, show that legal departments can do more to look beyond the biggest, most expensive firms when they're navigating their budgets.

"The largest firms continue to have such a big share of the legal work, in particular in the highest-value types of work," Satkunas said. The report is meant to encourage corporate legal departments to think about the "second-tier firms."

"They are also very large firms with capabilities that span many practice areas and have offices across the country," she said. "But their rates are lower, so I think there's an opportunity for corporations to look outside of what they think of as go-to firms."

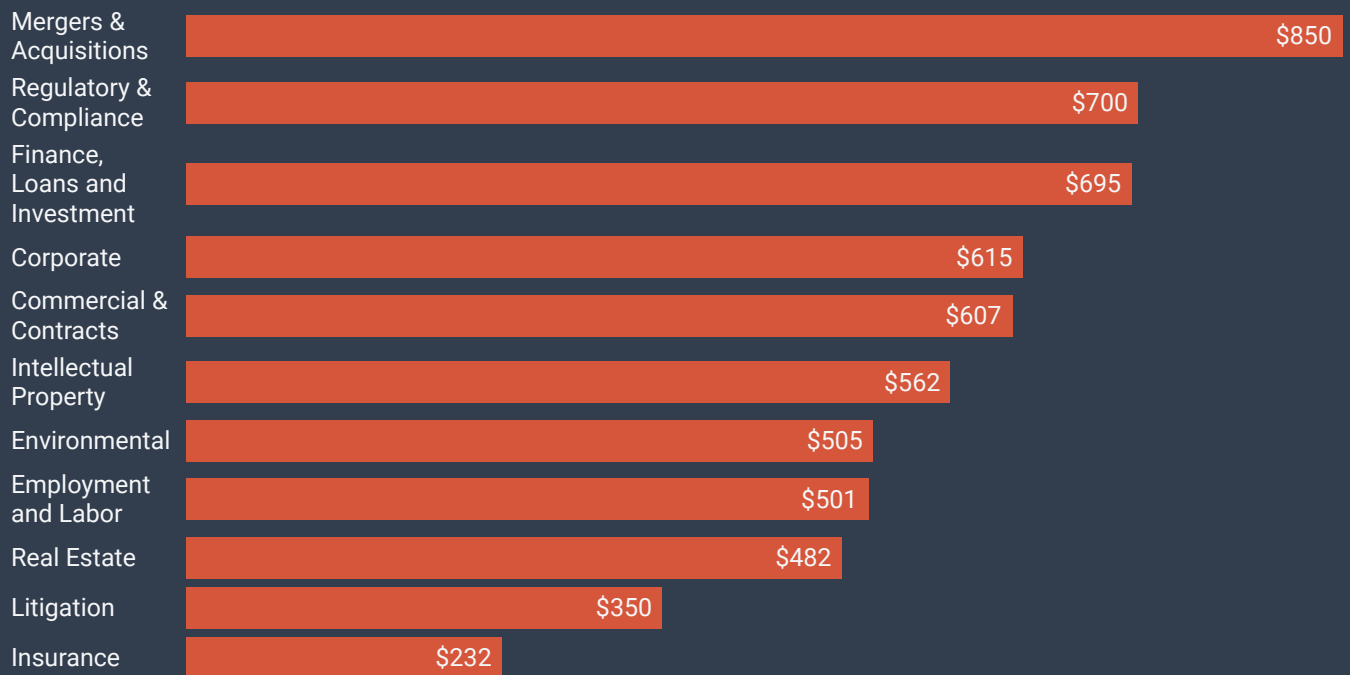
Wednesday's report includes an in-depth breakdown on average partner billing rates across several practices and their subunits.

For example, it includes billing data on seven different groups under the litigation umbrella, showing a wide variation in partner rates based on the specific practice. The median billing rate for class action litigation was \$475, while the median rate for product liability was \$290.

In corporate practice, the median partner billing rate for antitrust was \$850, compared with \$350 for bankruptcy.

Median Partner Hourly Rate by Practice Area

Practices where the biggest firms command a large share of the legal spending are also the ones where billing rates are the highest on average.



Source: 2021 CouncilLink Enterprise Legal Management Trends Report • Created with Datawrapper

LAW360 Pulse

For many corporate legal departments, the pandemic coincided with a surge in **workloads** as well as pressure to trim spending. A survey from Norton Rose Fulbright **in February** of over 200 corporate counsel found that half expected to bring more work in-house this year as a result of the health crisis and a buildup of cases.

Satkunas noted that hourly rate increases are normally agreed to by law firms and businesses at the start of the year, mitigating the pandemic's effect on them in 2020. It remains unclear, though, whether any budgetary belt-tightening from businesses will affect the normal progression in rate increases.

"I think what is possible is that we may not see as big of an increase in 2021," Satkunas said, cautioning that it's too early to draw any conclusions. She noted that some business representatives she's spoken to said they made arrangements to "lock in" 2020 rates for at least this year.

Another factor affecting the billable hour is the gradual increase in the use of alternative fee arrangements. In 2020, roughly 17% of legal matters tracked by CounselLink had at least some portion of their billing under an arrangement other than an hourly fee. Nearly a quarter of all insurance and labor and employment matters were billed under an alternative fee.

The most common alternative arrangement is fixed fees for a given matter or a particular phase of a legal process, Satkunas said.

"It's notable that legal departments continue to look for new vehicles — including AFAs — to lower costs, make budgets more predictable and better manage their own capacity," Satkunas said in a statement. "Even the largest firms will be under pressure to work with clients to achieve these goals."

The latest data is based on more than 1 million matters and nearly 8 million invoices involving roughly 300 U.S.-based businesses, according to CounselLink.

--Editing by Karin Roberts.

Law360 is owned by LexisNexis Legal & Professional, a RELX Group company.

All Content © 2003-2021, Portfolio Media, Inc.

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

-----x

3 SHANNON TAYLOR,

4 Plaintiff,

5 -against-

16 CV 1812 (KMK)

6 TRUSTED MEDIA BRANDS, INC.,

7 Defendant.

8 -----x

9
10 United States Courthouse
White Plains, New York

11 January 31, 2018

12
13 B e f o r e:

14 HONORABLE KENNETH M. KARAS,
District Court Judge

15 A P P E A R A N C E S:

16 BURSOR & FISHER, PA
Attorneys for Plaintiff
17 888 Seventh Avenue
New York, New York 10019

18 BY: JOSEPH MARCHESE
PHILIP FRAIETTA

19 DENTONS US LLP
Attorneys for Defendant
20 233 South Wacker Drive, Suite 7800
21 Chicago, Illinois 60601

22 BY: NATALIE SPEARS
SANDRA HAUSER

23

24

25

1 THE CLERK: Honorable Kenneth M. Karas, presiding.
2 Case number 16CV1812. *Shannon Taylor versus*
3 *Custom Video Brands, Inc.*

4 Counsel, please state your appearances for the
5 record.

6 MR. MARCHESE: Good morning, everyone.
7 Joseph Marchese, Bursor & Fisher, for the
8 settlement class. And I am joined by my colleague today,
9 Phil Fraietta.

10 THE COURT: Good morning to you both.

11 MS. SPEARS: Good morning, your Honor.
12 Natalie Spears for defendant, Trusted Media.

13 MS. HAUSER: Sandra Hauser, also for Trusted
14 Media.

15 THE COURT: Good morning to you both. Please be
16 seated.

17 All right. So we're here on the application for
18 final approval of the class settlement. I've read the
19 papers.

20 Is there anything that anybody wants to add?

21 MR. MARCHESE: Your Honor, I've prepared some
22 somewhat lengthy remarks and, as you know, there are no
23 objections to the settlement or to our attorneys' fees
24 requests. So I'm either prepared to present the remarks
25 from soup to nuts, or just take a cue from your Honor, if

1 you have any questions.

2 THE COURT: I don't have any questions. I feel
3 terrible that you've done all this work. So if you want to
4 say to the client that you were brilliant in delivering
5 these remarks, I'm good with that.

6 MR. MARCHESE: You know, for now, your Honor, I
7 think I'll just maybe reserve any remarks that I have. If I
8 hear something that kind of pops up --

9 THE COURT: Okay.

10 MR. MARCHESE: -- I may jump up.

11 THE COURT: Okay. Thank you.

12 Do you want to give a speech?

13 MS. SPEARS: No, thank you. Thank you for the
14 Court's time, and just take the opportunity to do that, but
15 other than that, we support approval of the class
16 settlement.

17 THE COURT: Okay. Well, as I said, I've reviewed
18 the papers, and so what I'm going to do is rather than have
19 you all wait for me to draft an opinion, I'm just going to
20 let you know how I come out on this now.

21 The basic terms of the settlement and the request
22 for fees and the incentive award come down to defendant
23 establishing a fund, a non-revisionary settlement fund in
24 the amount of \$8,225,000. That fund is going to pay all the
25 claims to the class members, the incentive award to the

1 plaintiff, the notice and administration expenses, as well
2 as the attorneys' fees.

3 The class members who submitted the claim form are
4 going to receive a pro rata award estimated to be about \$50.
5 In exchange for the settlement, the defendant and each of
6 its related and affiliate entities are going to receive a
7 full release of all claims, "arising out of any facts,
8 transactions, events, matters, occurrences, acts,
9 disclosures, statements, representations, omissions or
10 failure to act regarding the alleged disclosure of the
11 settlement class members, Michigan subscriber information,
12 including, but not limited to all claims that were brought
13 or could have been brought in the action relating to any and
14 all releasing parties."

15 And just parenthetically, the law is well-settled
16 in this circuit, as well as other courts, that class action
17 releases may include claims not presented, and even those
18 which could not have been presented, as long as the released
19 conduct arises out of the identical factual predicate as the
20 settled conduct. That was noted by the *Second Circuit in*
21 *Wal-Mart Stores Inc. versus Visa USA*, 396 F.3d 96, 107.
22 That principle applies here.

23 Class counsel seeks attorneys' fees of 33.33
24 percent of the settlement fund, which equates to
25 \$2,741,392.50, and then the class representative, Taylor,

Angela O'Donnell, RPR, 914-390-4025

1 seeks a \$5,000 incentive award.

2 Now, before certification, class certification is
3 proper for any purpose, whether it's settlement or
4 otherwise, a court has to make sure that the Rule 23(a) and
5 (b) requirements have been met. That's what the circuit has
6 instructed in, among other cases, in *Denney versus Deutsche*
7 *Bank AG*, 443 F.3d, 253, 270.

8 Obviously, the settlement only class has to meet
9 all the requirements of Rule 23 with the exception of the
10 requirement dealing with the trial. So you don't have to
11 worry about the manageability of the trial. But otherwise,
12 the Rule 23 requirements are not to be watered down just
13 because a settlement might be fair and/or equitable. That's
14 *Denney* at page 270.

15 Now, under Rule 23(a), plaintiff seeking
16 certification have to meet four requirements; numerosity,
17 commonality, typicality and adequacy of representation.

18 In terms of numerosity, the Second Circuit has
19 said its presumed at a level of at least 40 members, that's
20 from *Consolidated Rail Corp. versus Town of Hyde Park*, 47
21 F.3d, 473, 483. Here, the representation is that the class
22 consists of roughly 1.1 million or so individuals. So I
23 think we're comfortably north of 40.

24 In terms of commonality, that requires the
25 questions of fact and law are common to the class. That's

1 from the *Meredith Corp.*, case. That's *Meredith Corp. versus*
2 *SESAC, LLC*, 87 F.Supp. 3d, 650, 659. The courts in the
3 Second Circuit haven't had the pleasure of addressing
4 commonality in the context of claims under their PPPA. But,
5 as class counsel points out, there are cases in the Eastern
6 District of Michigan that have approved settlement classes
7 for claims brought under this provision, among others is
8 *Kinder versus Meredith Corp.*, 2016 WL 454441, *1. That's a
9 case from 2016, February of 2016, and there are others that
10 all say the same thing.

11 So the Court finds here that the question common
12 to all class members is whether defendants disclose each of
13 the customers' protected personal reading information to
14 third parties in violation of PPPA, and so commonality is,
15 therefore, satisfied. For the same reason, typicality is
16 satisfied. And in terms of adequacy of representation, this
17 requires the Court to inquire as to whether the plaintiffs'
18 interests are antagonistic to the interests of other members
19 of the class, and also that the plaintiffs' attorneys are
20 qualified, experienced and able to conduct the litigation.
21 So said the Second Circuit in *Baffa versus Donaldson, Lufkin*
22 *& Jenrette Security Corp.*, 222 F.3d, 52, 60.

23 There's nothing in the record to indicate that the
24 plaintiff is incapable or somehow ill-suited to represent
25 the other class members, and as for class counsel, it has

1 represented and, indeed, has substantiated that it has
2 extensive experience in litigating class actions of similar
3 size and scope, as well as complexity, including other PPPA
4 cases. And counsel has been appointed as lead counsel in
5 cases throughout the country. So I'm comfortable in
6 reaching the conclusion that class counsel's qualified, and
7 that's without hearing your brilliant statement.

8 Now, in addition to the express requirements of
9 Rule 23(a), there is an ascertainability requirement which
10 requires that a class be definite in order to be certified.
11 That's from the *MTBE Products Liability Litigation*, 209
12 F.R.D. 323, 336. The touchstone of ascertainability is
13 whether the class is sufficiently definite so that it is
14 administratively feasible for the Court to determine whether
15 a particular individual is a member. That's from *Brecher*
16 *versus Republic of Argentina*, 806 F.3d, 22, 24.

17 Here the class is defined as, "all persons with a
18 Michigan street address who subscribe to a TMBI publication
19 to be delivered to a Michigan street address, between
20 March 10, 2010 and July 30, 2016. As proposed, this class
21 satisfies the ascertainability requirement as it is limited
22 to Michigan residents who subscribed to the aforementioned
23 publications between the prescribed time period. As such,
24 these are sufficiently definite requirements that it is
25 administratively feasible for the Court to determine whether

1 or not a particular individual is a member.

2 Now, turning to Rule 23(b)(3), a class has to meet
3 two additional requirements. Common questions have to
4 predominate over questions affecting only individual members
5 and a class resolution must be superior to other available
6 methods of the fair and efficient adjudication of the
7 controversy. That's from the Supreme Court Decision in
8 *Amchem Products*, 521 U.S. 591, 615. In terms of
9 predominance, that asks whether the proposed classes are
10 sufficiently cohesive to warrant adjudication by
11 representation. That's from the Supreme Court's decision in
12 *Tyson Foods*, 136 Supreme Court Reporter, 1036, 1045.

13 And again, there is case law that applies these
14 principles directly to PPPA claims, and they've been held to
15 satisfy the predominance requirement. So the aforementioned
16 *Kinder* case, as well as *Coulter-Owens versus Time, Inc.*, 308
17 F.R.D. 524, 536. And here it's clear to the Court that
18 common questions regarding whether defendant's practices
19 violated Michigan law will indeed predominate over
20 individual questions and so therefore the requirement is
21 satisfied.

22 Superiority requires a showing that the class
23 action is superior to other methods available for the fair
24 and efficient adjudication of the controversy. I don't
25 think I'm going to break a sweat saying that this would be

1 tough to do if we had to do a million cases. So I think the
2 superiority requirement is easily satisfied. So, therefore,
3 the Court finds that the proposed class may be certified for
4 settlement purposes.

5 In terms of the fairness of the settlement, a
6 court can approve a settlement only if the settlement is
7 "fair, adequate and reasonable, and not a product of
8 collusion." That's from *Wal-Mart Stores* at page 116.

9 In determining fairness, the Court is to look at
10 both the settlement's terms and the negotiating process that
11 led to the settlement. And indeed, there's a presumption of
12 fairness, adequacy and reasonableness attached to a class
13 settlement reached in arm's-length negotiations between
14 experienced, capable counsel after meaningful discovery.
15 All of that from *Wal-Mart Stores*. So that does include
16 examining, among other things, the negotiating process that
17 led to the settlement.

18 In terms of this point, the procedural fairness,
19 the Court seeks to ensure that the settlement resulted from
20 an arm's-length, good-faith negotiation between experienced
21 and skilled litigators, said the Second Circuit in *Charron*
22 *versus Wiener*, 731 F.3d, 241, 247. This is typically found
23 where there has been sufficient discovery, for example, to
24 inform the negotiations where the parties are represented by
25 experienced counsel in litigating these types of claims, and

1 where there is significant evidence demonstrating the
2 settlement was the product of, as I said, prolonged
3 arm's-length negotiation, and it certainly helps that there
4 is the assistance of a respected mediator.

5 Here the settlement was reached after
6 approximately 12 months of litigation. There was, in fact,
7 a significant exchange of information through the discovery
8 process. This included, among other things, document
9 production, interrogatories -- I've already commented on the
10 quality of counsel. So there's no question there, and the
11 settlement was reached after mediation session with Judge
12 Maas, who is awesome, I'll just say that for the record. So
13 there's more than enough reason to find that this settlement
14 satisfies the procedural fairness requirement.

15 In terms of substantive fairness, we go with the
16 *Grinnell* factors. I'm not going to read all of them here,
17 you all know them.

18 Starting with complexity, expense and likely
19 duration of litigation. Obviously, most class actions are
20 inherently complex. Given the scope of the litigation here,
21 that factor is easily satisfied.

22 Reaction of the settlement class, some courts have
23 said this is perhaps the most significant factor. One of
24 those is *Raniere versus CitiGroup, Inc.*, 310 F.R.D. 211,
25 218.

1 Obviously, a favorable response demonstrates that
2 the class approves settlement. Here that's overwhelmingly
3 satisfied as no class member has objected to the settlement.
4 So that weighs in favor of approval.

5 Next is the stage of the proceedings and the
6 amount of discovery completed. I've already talked about
7 that. This case has had to go through some pretty
8 substantial document exchanges and interrogatories and a
9 litigation had been going on for some time before there was
10 settlement. So that included in the document production,
11 things like subscription records, records of transmissions
12 of customer information, there were third parties involved,
13 there were notices of disclosures. And, yes, it's true
14 there were not depositions, but there were interrogatories.
15 So this factor weighs in favor of approval.

16 The risk of establishing liability and damages.
17 These are the fourth and fifth factors. In analyzing the
18 risk to plaintiffs in establishing liability, the Court
19 doesn't need to decide the merits of the case. That's *In Re*
20 *Hi-Crush Partners, LP Securities Litigation*, 2014 WL
21 7323417, *8, the Court is only required to weigh the
22 likelihood of success on the merits against the relief
23 provided by the settlement. And the courts often approve
24 settlements where the plaintiffs were to face significant
25 legal and factual obstacles to establish liability.

1 Here the defendant has denied and continues to
2 deny liability in this action. Thus, there is no certainty
3 that the claims would succeed at trial if the case were to
4 go to trial. And indeed, plaintiffs acknowledge that the
5 case, while it's strong, is not without its risks, which,
6 among other things, could have included a summary judgment
7 motion. This factor cuts in favor of settlement, because
8 the settlement provides a tangible, certain substantial
9 relief to the class now without subjecting to the class to
10 the risk, complexity, duration and expense of continued
11 litigation. That's all from *Hi-Crush Partners*, *9.

12 The sixth factor asks about the risks maintaining
13 class action status through the trial. Indeed, there could
14 have been challenges from the defense about the class
15 certification. So this factor is, at worst, neutral, and,
16 at best, tips the scales in favor of approval.

17 Seventh factor asks about the ability of defendant
18 to withstand a greater judgment. Here, there is a question
19 as to whether or not defendant could withstand a much
20 greater judgment because defendant has undergone two
21 bankruptcy proceedings in the preceding ten years. So this
22 factor cuts in favor of approval.

23 The eighth and ninth factors ask about the range
24 of reasonableness of the settlement in light of the best
25 possible recovery and in light of all the attendant risks of

1 litigation.

2 You think someday somebody is going to cut these
3 nine down to five factors? You should put that in your
4 speech.

5 MS. SPEARS: We support that as well.

6 THE COURT: Right?

7 So under these factors, the courts need only find
8 that the settlement falls within a range of reasonableness.
9 That's from *Meredith Corp.* at 666. So the adequacy of the
10 amount achieved in settlement is not to be judged in
11 comparison with the possible recovery in best of all
12 possible world, but rather in light of strength and
13 weaknesses of the plaintiffs' case. Same case, same page.

14 So here, as I mentioned already, the settlement
15 here is an optimal result because there is a certain
16 recovery, this was a result that was achieved after
17 substantial exchange of information with the assistance of
18 Judge Maas. Given especially defendant's bankruptcy files,
19 the Court is persuaded that the settlement fits safely
20 within the range of what is reasonable, given all the
21 circumstances in this case.

22 So next up is the adequacy of the class notice;
23 23(b) requires the courts must direct to class members the
24 best notice that is practicable under the circumstances,
25 including individual notice to all members who can be

1 identified through reasonable effort.

2 So under both the federal rule and due process
3 considerations, the adequacy of notice to class members
4 depends on the particular circumstances of each case.

5 Conformity with Rule 23(c) requirements, however,
6 typically fulfills the due process mandate, said the Supreme
7 Court back in 1974, *Eisen versus Carlisle and Jacquelin*, 417
8 U.S. 156, 173.

9 Now, here actual notice was attempted on all class
10 members and actually given to 91.37 percent of the class,
11 which is 1,006,569 class members. The identities and
12 addresses of the class members were obtained by referencing
13 defendant's records. And, as I said, actual notice was
14 mailed to these individuals either by postcard or email by
15 the claims administrator.

16 Notice to the remaining class members was returned
17 as undeliverable and alternative email or post email
18 addresses were not available.

19 So given this record, the Court finds that this
20 notice procedure satisfies Rule 23 and due process. Indeed,
21 the courts have said that for due process to be satisfied,
22 not every class member has to receive actual notice, as long
23 as counsel "acted reasonably in selecting means likely to
24 inform persons affected." And I'll commit the mortal sin of
25 citing a summary order, that's from the Second Circuit's

1 order in *Adelphia Communications Corp. Security and*
2 *Derivative Litigation*, 271 Fed. App. 41, 44.

3 So that requirement has been satisfied.

4 In terms of the incentive award, these are common
5 in class actions. They serve, obviously, to compensate
6 plaintiffs for their time and effort assisting in the
7 prosecution of the litigation, the risk incurred by becoming
8 and continuing as a litigant, and any of the burdens that
9 are sustained by the plaintiff.

10 Here class representative Taylor has requested an
11 incentive award of \$5,000. What is said about Ms. Taylor is
12 she was critical to the ultimate success of the case, having
13 spent approximately 30 hours protecting the interests of the
14 class, including investigating the claims, detailing
15 magazine subscription histories, aiding in the drafting of
16 the complaint and also assisting in the discovery process.

17 In light of these contributions, which are not
18 disputed, the Court finds that the service award is
19 appropriate.

20 Then we come to the issue of attorneys' fees,
21 which I always scrub. Here, as I said, the request is for
22 one-third of the common fund, which is just a little more
23 than \$2.7 million. It includes, by the way, the
24 unreimbursed litigation expenses of \$6,675.53, which is a
25 legitimate thing to seek.

1 Now, in assessing the attorneys' fees, the Second
2 Circuit says that we're supposed to use one of two methods.
3 There's the percentage of the fund method; 33 percent is
4 typical, the *Raniere* case held that at page 216, as well
5 220, 222, *DeLeon versus Wells Fargo Bank*, 2015 WL, 2255394,
6 and so that, obviously, is to take into consideration the
7 attorneys' fees in proportion to the settlement fund as a
8 whole.

9 The other method is the lodestar method, where the
10 Court is to scrutinize the fee petition to ascertain the
11 number of hours reasonably billed to the class and then
12 multiply that figure by the appropriate hourly rate. That's
13 discussed in *Goldberger*. But after computing the fee, the
14 Court may, in its discretion, increase the lodestar by
15 applying a multiplier based on other less objective factors
16 such as the risk of litigation and the performance of the
17 attorney.

18 Now, the lodestar method is not supposed to be
19 used for computing attorneys' fees. In any event, we're
20 supposed to apply the *Goldberger* factor.

21 See, *Goldberger* has it down to six factors.

22 So starting with time and labor, here the time and
23 labor class counsel billed 502.6 hours. That covered
24 everything from drafting the complaint to doing
25 investigation, discovery, meetings, conferences, review of

1 material and negotiating the settlement.

2 And there was a lot of legal research that had
3 done, too, because of the *Spokeo* decision. So there is no
4 question that counsel have dedicated a meaningful amount of
5 time and labor to this case.

6 Next is the magnitude, complexity and risk of
7 litigation. I've already talked about this at length with
8 respect to the Rule 23 issues. The class is over a million
9 members. It has its own complexity, both factually and
10 legally, and the risk of litigation was substantial for the
11 aforementioned reasons. So this factor cuts in favor of the
12 request.

13 Next is the result achieved and the quality of
14 representation. Obviously, the result achieved is a major
15 factor, and here the result is good for the plaintiffs.
16 It's a substantial fund, and especially given the risk of
17 litigation and given the defendants' financial history, the
18 result achieved here is commendable and, obviously, reflects
19 the high quality of representation.

20 Next is the requested fee in relation to the
21 settlement. As I said, it's one-third. That's typically
22 approved by other courts.

23 Public policy considerations. Here the private
24 Attorney General role is something that does merit
25 compensation and this case is another example of that.

1 So applying the *Goldberger* factors, the Court
2 finds that the request for attorneys' fees and expenses is
3 reasonable.

4 I would note that using the billing hours and
5 billing rate, the lodestar calculation is substantially
6 less. Indeed, there's a pretty healthy multiplier here
7 about 11.7 times when looking at the one-third percentage.
8 But a high multiplier "should not result in penalizing the
9 plaintiffs' counsel for achieving an early settlement,
10 particularly whereas here the settlement amount was
11 substantial." That's a quote from *Beckman versus Keybank NA*
12 293 F.R.D. 467, 482.

13 So for the aforementioned reasons, the motion to
14 certify the class and approve the settlement is granted, as
15 well as the application for the attorneys' fees, expenses
16 and approval of the claims administrator, and also the
17 incentive award for Ms. Taylor.

18 Anything else?

19 MR. MARCHESE: I don't have anything.

20 Thank you, your Honor.

21 THE COURT: Anything else?

22 MR. MARCHESE: There was a proposer order.

23 THE COURT: Yes, it will be signed and docketed.

24 I promise.

25 MS. SPEARS: Order.

1 THE COURT: It would have been fun to try the
2 case, but good for you all.

3 MR. MARCHESE: We have another one before you,
4 your Honor.

5 THE COURT: There you go. Hope springs eternal.
6 All right, then I'll bid you a pleasant rest of
7 the day. Good to see you all.

8 MS. SPEARS: Thank you, your Honor.

9 MR. MARCHESE: Thank you.

10 (Proceeding concluded)

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25



www.bursor.com

701 BRICKELL AVENUE
MIAMI, FL 33131

1330 AVENUE OF THE AMERICAS
NEW YORK, NY 10019

1990 NORTH CALIFORNIA BLVD.
WALNUT CREEK, CA 94596

FIRM RESUME

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

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

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

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

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

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

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

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

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

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

68. *D'Amario v. The University of Tampa*, (S.D.N.Y. June 3, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by The University of Tampa due to the novel coronavirus, COVID-19,
69. *Fittipaldi v. Monmouth University*, (D.N.J. Sept. 22, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by Monmouth University due to the novel coronavirus, COVID-19,
70. *Armstead v. VGW Malta Ltd. et al.* (Cir. Ct. Henderson Cnty. Oct. 3, 2022) to present a certified class of Kentucky residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Kentucky law,
71. *Cruz v. The Connor Group, A Real Estate Investment Firm, LLC*, (N.D. Ill. Oct. 26, 2022) to represent a certified class of workers who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act;
72. *Delcid et al. v. TCP HOT Acquisitions LLC et al.* (S.D.N.Y. Oct. 28, 2022) to represent a certified nationwide class of purchasers of Sure and Brut-brand antiperspirants that were allegedly contaminated with benzene,
73. *Kain v. The Economist Newspaper NA, Inc.* (E.D. Mich. Dec. 15, 2022) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
74. *Strano v. Kiplinger Washington Editors, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
75. *Moeller v. The Week Publications, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act.
76. *Ambrose v. Boston Globe Media Partners, LLC* (D. Mass. May 25, 2023) to represent a 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.

SCOTT A. BURSOR

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

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

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

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

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

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

Representative Cases

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

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

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

members. In December 2016, after more than 13 years of litigation, the case was settled for \$304 million, including \$79 million in cash payments plus \$225 million in debt cancellation.

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

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

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

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

L. TIMOTHY FISHER

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

Mr. Fisher has been actively involved in numerous cases that resulted in multi-million dollar recoveries for consumers and investors. Mr. Fisher has handled cases involving a wide range of issues including nutritional labeling, health care, telecommunications, corporate

governance, unfair business practices and consumer fraud. With his partner Scott A. Bursor, Mr. Fisher has tried five class action jury trials, all of which produced successful results. In *Thomas v. Global Vision Products*, Mr. Fisher obtained a jury award of \$50,024,611 — the largest class action award in California in 2009 and the second-largest jury award of any kind. In 2019, Mr. Fisher served as trial counsel with Mr. Bursor and his partner Yeremey Krivoshey in *Perez. v. Rash Curtis & Associates*, where the jury returned a verdict for \$267 million in statutory damages under the Telephone Consumer Protection Act.

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

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

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

Representative Cases

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

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

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

Selected Published Decisions

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

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

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

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

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

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

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

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

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

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

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

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

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

Selected Class Settlements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

JOSEPH I. MARCHESE

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

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

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

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

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

Selected Published Decisions:

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

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

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

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

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

Selected Class Settlements:

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

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

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

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

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

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

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

SARAH N. WESTCOT

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

She has represented clients in a wide array of civil litigation, and has substantial trial and appellate experience. Sarah served as trial counsel in *Ayyad v. Sprint Spectrum L.P.*, where

Bursor & Fisher won a jury verdict defeating Sprint's \$1.06 billion counterclaim and securing the class's recovery of more than \$275 million in cash and debt relief.

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

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

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

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

JOSHUA D. ARISOHN

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

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

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

Selected Published Decisions:

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

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

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

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

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

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

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

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

Selected Class Settlements:

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

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

JOEL D. SMITH

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

Prior to joining Bursor & Fisher, Joel was a litigator at Crowell & Moring, where he represented Fortune 500 companies, privately held businesses, and public entities in a wide variety of commercial, environmental, and class action matters. Among other matters, Joel

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

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

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

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

Selected Published Decisions:

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

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

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

Selected Class Settlements:

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

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

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

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

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

NEAL J. DECKANT

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

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

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

Selected Published Decisions:

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

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

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

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

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

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

Selected Class Settlements:

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

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

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

Selected Publications:

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

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

YITZCHAK KOPEL

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

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

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

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

Selected Published Decisions:

Bassaw v. United Industries Corp., 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.

YEREMEY O. KRIVOSHEY

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

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

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

Mr. Krivoshey graduated from New York University School of Law in 2013, where he was a Samuel A. Herzog Scholar. Prior to Bursor & Fisher, P.A., Mr. Krivoshey worked as a

Law Clerk at Vladeck, Waldman, Elias & Engelhard, P.C, focusing on employment discrimination and wage and hour disputes. In law school, he has also interned at the American Civil Liberties Union and the United States Department of Justice. In 2010, Mr. Krivoshey graduated *cum laude* from Vanderbilt University.

Representative Cases:

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

Selected Published Decisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

Selected Class Settlements:

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

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

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

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

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

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

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

PHILIP L. FRAIETTA

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

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

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

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

Selected Published Decisions:

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

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

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

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

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

Selected Class Settlements:

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

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

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

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

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

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

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

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

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

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

ALEC M. LESLIE

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

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

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

Selected Class Settlements:

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

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

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

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

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

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

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

STEPHEN BECK

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

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

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

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.

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

Outside of the law, Max is an avid triathlete.

Selected Published Decisions:

Jackson v. Amazon.com, Inc., --- F.4th ---, 2023 WL 2997031 (9th Cir. Apr. 19, 2023), affirming district court’s denial of motion to compel arbitration. Max personally argued the appeal before the Ninth Circuit, which can be viewed [here](#).

Javier v. Assurance IQ, LLC, 2022 WL 1744107 (9th Cir. May 31, 2022), reversing district court and holding that Section 631 of the California Invasion of Privacy Act requires prior consent to

wiretapping. Max personally argued the appeal before the Ninth Circuit, which can be viewed [here](#).

Mora v. J&M Plating, Inc., --- N.E.3d ---, 2022 WL 17335861 (Ill. App. Ct. 2d Dist. Nov. 30, 2022), reversing circuit court and holding that Section 15(a) of Illinois' Biometric Information Privacy Act requires an entity to establish a retention and deletion schedule for biometric data at the first moment of possession. Max personally argued the appeal before the Second District, which can be listened to [here](#).

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

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

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

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

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

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

Selected Class Settlements:

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

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

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

Bar Admissions

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

CHRISTOPHER R. REILLY

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

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

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

JULIA K. VENDITTI

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

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

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

JULIAN DIAMOND

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

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

MATTHEW GIRARDI

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

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

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

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.

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

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

JONATHAN L. WOLLOCH

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

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

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