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*Class Counsel*

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

LAWRENCE OLIN, HAROLD NYANJOM,  
SHERON SMITH-JACKSON, JANICE  
VEGA-LATKER, MARC BOEHM, and  
RAVEN WINHAM, individually and on behalf  
of all others similarly situated,

Plaintiffs,

v.

FACEBOOK, INC.,

Defendant.

Case No. 3:18-cv-01881-RS

**DECLARATION OF NEAL J.  
DECKANT IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL AND MOTION FOR  
ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARDS**

Date: October 20, 2022  
Time: 1:30 p.m.  
Court: Courtroom 3, 17th Floor

Hon. Richard Seeborg

1 I, Neal J. Deckant, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

2 1. I am a partner at Bursor & Fisher, P.A., counsel of record for Lawrence Olin,  
3 Harold Nyanjom, Sheron Smith-Jackson, Janice Vega-Latker, Marc Boehm, and Raven Winham  
4 (“Plaintiffs”) in this action. I am an attorney-at-law licensed to practice in the State of California,  
5 and I am a member of the bar of this Court. I have personal knowledge of the facts set forth in this  
6 declaration and, if called as a witness, I could and would testify competently thereto.

7 2. I make this Declaration in support of Plaintiffs’ Motion for Final Approval of Class  
8 Action Settlement and Motion for Attorneys’ Fees, Costs, and Service Awards, filed  
9 contemporaneously herewith.

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

12 4. On March 27, 2017, Plaintiffs Anthony Williams, Tyoka Brumfield, and Wendy  
13 Burnett filed a class action complaint in the United States District Court for the Northern District of  
14 California asserting claims against Meta on behalf of themselves and a proposed class of “all  
15 persons in the United States who installed the Facebook Messenger and Facebook Lite apps for  
16 Android, and granted Facebook permission to access their ‘Contact List’” under the California  
17 Consumers Legal Remedies Act (“CLRA,” Cal. Civ. Code § 1750, *et seq.*), California Unfair  
18 Competition Law (“UCL,” Cal. Bus. and Prof. Code § 17200, *et seq.*), California Computer Data  
19 Access and Fraud Act (“CDAFA,” Cal. Pen. Code § 502), California Constitutional Right to  
20 Privacy, Intrusion Upon Seclusion, Trespass to Personal Property, New York’s Deceptive Acts or  
21 Practices Law (“GBL § 349,” N.Y. Gen. Bus. Law § 349), and unjust enrichment.

22 5. The Complaint alleged that, *inter alia*, when users installed the Facebook  
23 Messenger and Facebook Lite applications on their Android devices, they were prompted to grant  
24 Facebook access to their “Contact Lists,” and that upon doing so, these apps uploaded users’ call  
25 and text logs. *See, e.g.*, ECF No. 1.

26 6. Shortly thereafter, four other complaints were filed in the United States District  
27 Court for the Northern District of California alleging similar facts and asserting similar classwide

1 claims against Meta, including *Renken, et al. v. Facebook, Inc.*, Case No. 5:18-cv-01896 (filed  
2 Mar. 27, 2018), *Tracy v. Facebook, Inc.*, Case No. 3:18-cv-02128 (filed Apr. 9, 2018), *Sternemann,*  
3 *et al. v. Facebook, Inc.*, Case No. 3:18-cv-02677 (filed May 7, 2018), and *Condelles v. Facebook,*  
4 *Inc.*, Case No. 3:18-cv-02727 (filed May 9, 2018). The Court then related the *Renken, Tracy,*  
5 *Sternemann,* and *Condelles* complaints to the instant case. See ECF Nos. 18, 27, 42, and 44. On  
6 June 26, 2018, the Court consolidated all of the aforementioned actions and appointed Bursor &  
7 Fisher, P.A. as interim lead counsel. See ECF No. 51.

8           7. On July 13, 2018, Plaintiffs filed a First Amended Consolidated Class Action  
9 Complaint asserting CLRA, UCL, CDAFA, California Constitutional Right to Privacy, Intrusion  
10 Upon Seclusion, Trespass to Personal Property, GBL § 349, and unjust enrichment claims on  
11 behalf of themselves and a proposed class of “all persons in the United States who installed the  
12 Facebook Messenger and Facebook Lite apps for Android, and granted Facebook permission to  
13 access their ‘Contact List.’” See ECF No. 52.

14           8. On September 25, 2018, Meta moved to dismiss the First Amended Consolidated  
15 Class Action Complaint, and Plaintiffs opposed Meta’s motion on October 30, 2018. On  
16 December 6, 2018, the Court held oral argument on Meta’s motion, and on December 18, 2018  
17 (*see* ECF No. 79), the Court issued an order granting Meta’s motion to dismiss the First Amended  
18 Consolidated Class Action Complaint, dismissing the claims under Trespass to Personal Property,  
19 UCL, CLRA, and GBL § 349 without leave to amend, and dismissing all other claims with leave to  
20 amend. See ECF No. 85.

21           9. On January 22, 2019, Settlement Class Representatives Lawrence Olin, Harold  
22 Nyanjom, Sheron Smith-Jackson, and Janice Vega-Latker filed a Second Amended Consolidated  
23 Class Action Complaint asserting claims under the CDAFA, California Constitutional Right to  
24 Privacy, Intrusion Upon Seclusion, unjust enrichment, and fraud on behalf of themselves and a  
25 proposed class of “all persons in the United States who installed the Facebook Messenger and  
26 Facebook Lite apps for Android, and granted Facebook permission to access their ‘Contacts.’” See  
27 ECF No. 88.

1           10.     On February 26, 2019, Meta moved to dismiss the Second Amended Consolidated  
2 Class Action Complaint, and Plaintiffs filed their opposition on March 19, 2019. On May 23,  
3 2019, the Court held oral argument on Meta’s motion (*see* ECF No. 113). On August 29, 2019, the  
4 Court issued an order granting in part and denying in part Meta’s motion to dismiss the Second  
5 Amended Consolidated Class Action Complaint, dismissing the allegations relating to the  
6 Facebook Lite application without prejudice and otherwise denying the motion. *See* ECF No. 128.

7           11.     On September 13, 2019, Plaintiffs Williams, Brumfield, and Burnett voluntarily  
8 dismissed their claims pursuant to Federal Rule of Civil Procedure 41(a), which action was  
9 unopposed by Meta. *See* ECF No. 137.

10           12.     On December 18, 2020, Settlement Class Representatives Lawrence Olin, Harold  
11 Nyanjom, Sheron Smith-Jackson, Janice Vega-Latker, Blake Carlyle, Marc Boehm, and Raven  
12 Winham filed a Third Amended Consolidated Class Action Complaint (“TACC”) asserting claims  
13 under the CDAFA, California Constitutional Right to Privacy, Intrusion Upon Seclusion, unjust  
14 enrichment, fraud, and the California Invasion of Privacy Act (“CIPA”) (Cal. Pen. Code §§ 631,  
15 632, 635) on behalf of themselves and a proposed class of “all persons in the United States who  
16 installed the Facebook Messenger app for Android, and granted Facebook permission to access  
17 their ‘Contacts.’” *See* ECF No. 184.

18           13.     Meta moved to dismiss the TACC on January 28, 2021, and Plaintiffs filed their  
19 opposition on February 18, 2021. On May 14, 2021, the Court issued an order granting Meta’s  
20 motion to dismiss the TACC, dismissing the newly-added CIPA claims. *See* ECF No. 208.

21           14.     Throughout this litigation, the Parties engaged in extensive written and ESI  
22 discovery, including inspection by Settlement Class Representatives’ software expert of the source  
23 code relating to uploading of call and text logs through the Facebook Messenger for Android  
24 application, including full revision history of the code; the production of documents reflecting  
25 Settlement Class Representatives’ call and text history uploading and settings, and other internal  
26 documents regarding the in-app consent screen and functionality of the feature at issue.

1           15.     The parties also engaged in extensive discovery motion practice and exchanged  
2 voluminous written discovery requests and responses. In particular, the production of and  
3 inspection of Facebook's source code was a hotly contested issue. Class Counsel engaged in  
4 significant motion to compel briefing, exchanged numerous rounds of discovery dispute  
5 statements, and argued multiple discovery dispute hearings before Magistrate Judge Hixon. Nearly  
6 all of the discovery disputes involved highly technical input from both sides' experts, and required  
7 the review of extensive source code and technical documents. *See, e.g.*, ECF No. 100 (Plaintiffs'  
8 Motion to Compel ESI Protocol and Production of Documents); ECF No. 110 (Joint Discovery  
9 Letter Brief); ECF No. 139 (Discovery Dispute Hearing); ECF No. 144 (Joint Discovery Dispute  
10 Status Report); ECF No. 148 (Discovery Dispute Hearing); ECF No. 153 (Joint Discovery Dispute  
11 Statement); ECF No. 155 (Plaintiffs' Expert Declaration in Support of Discovery Letter Brief);  
12 ECF No. 156 (Joint Supplemental Statement on Discovery Dispute); ECF No. 157 (Defendant's  
13 Expert Declaration in Support of Discovery Dispute); ECF No. 159 (Discovery Dispute Hearing);  
14 ECF No. 166 (Plaintiffs' Discovery Letter Brief); ECF No. 176 (Discovery Dispute Hearing); ECF  
15 No. 199 (Status Report Re: Source Code Discovery Dispute). As a result of this hard-fought  
16 discovery, Plaintiffs obtained evidence that they believe supports their allegations. Wong Decl.  
17 (ECF No. 192) ¶¶ 12-15; Ma Decl. ¶¶ 26-27.

18           16.     Following these revelations, and after the parties had conducted numerous  
19 telephonic and written discussions regarding Plaintiffs' allegations and other discovery matters, the  
20 Parties agreed to mediate the case on June 15, 2021, with the Honorable Wayne Andersen (Ret.) of  
21 JAMS Chicago, who served for nearly 20 years on the U.S. District Court for the Northern District  
22 of Illinois. The mediation lasted a full day but was unsuccessful.

23           17.     Thereafter, however, the parties continued to engage in arm's length negotiations  
24 facilitated by Judge Andersen over the next eight months, which culminated in a mediator's  
25 proposal in February 2022 that both sides accepted. The Parties have since negotiated, finalized,  
26 and executed the Class Action Settlement Agreement, submitted herewith. All terms regarding  
27

1 fees and costs were negotiated and agreed to by the parties only after full agreement was reached as  
2 to all other material terms.

3 18. The Settlement before the Court provides significant relief for the Class that is  
4 specifically tailored to the harm alleged. Meta has agreed to substantial changes that achieve the  
5 precise relief Plaintiffs sought to accomplish with this litigation. In particular, “[a]fter the filing of  
6 this lawsuit, Meta ceased uploading Call and Text History Data from persons in the United States  
7 through the Facebook Messenger or Facebook Lite apps for Android. Meta confirms that it has not  
8 uploaded Call and Text History Data from persons in the United States through the Facebook  
9 Messenger or Facebook Lite apps for Android since March 2019.”

10 19. In addition, “Meta shall delete all Call and Text History Data uploaded from  
11 persons in the United States through the Facebook Messenger or Facebook Lite apps for Android  
12 devices that Meta is not otherwise legally obligated to preserve by jurisdictions outside of the  
13 United States within 45 days of the effective date (which shall be seven (7) days after the final  
14 settlement approval order and final judgment have been entered and become Final). Any data  
15 retained because of continuing legal obligations will be quarantined in access-controlled data  
16 warehouse tables that are segregated from any systems used or accessed in the ordinary course of  
17 Meta’s business, and access to this data is limited to Meta’s Legal team. Any such data will be  
18 preserved and used solely in connection with any legal obligations and not for any business use,  
19 and Meta will delete all such data within 45 days of the expiration of any legal obligation to  
20 preserve it.” *Id.*

21 20. In order to quantify the value to the class generated by this deletion of data,  
22 Plaintiffs commissioned a consumer survey of 400 respondents, attached hereto as **Exhibit 14**.  
23 Survey participants were presented with the following scenario:

24 Imagine that Meta Platforms, Inc. (formerly Facebook, Inc.), has  
25 asked to purchase the call and text history data from your Android  
26 phone. For phone calls, the data collected would include: telephone  
27 number; contact name (if available); whether the call was incoming,  
28 outgoing or missed; call time and duration; and aggregate counts of  
calls. For text messages, the data collected would include: telephone

1 number; contact name (if available); whether the text was sent or  
2 received; the text time; and aggregate counts of texts. Call and text  
3 history data would not include any content of the calls or texts

4 Respondents were then asked “[a]t what price [they] would . . . be willing to sell [their] call and  
5 text history data to Meta/Facebook?” and they were presented with choices between \$1 and \$50+.  
6 On average, respondents were willing to sell their data for \$31.41. Even with an extremely  
7 conservative estimate of just 10 million class members (the Messenger app on the Google Play  
8 store has been downloaded 5 billion times<sup>1</sup>), the deletion of the data at issue will provide the class  
9 with a value of \$314,100,000.

10 21. In sum, the Settlement achieves significant business practice changes, and benefits  
11 the Settlement Class now, without the inherent risks of continued litigation and without requiring  
12 Settlement Class Members to release any claims they may have for monetary relief.

13 22. It is unlikely that Facebook would have stopped these practices “but for” the filing  
14 of the present matter. Following the initiation of this lawsuit, Google made changes to the Android  
15 OS to restrict access to call and text logs. Frankovitz Decl. ¶¶ 19-20. While Meta could have  
16 continued the data scraping even within the confines of these new restrictions, it chose not to do so  
17 because of this case. *Id.* Likewise, Meta’s agreement to delete all of the data at issue is a direct  
18 result of this case and expressly presented as consideration for the release. Given the potential  
19 value of this data to Meta, the lack of publicly-available precedent for its deletion of such data, the  
20 low cost of maintaining the data, and its open-ended privacy policy, reason dictates that the data is  
21 being deleted now as a direct result of this case and settlement.

22 23. The Parties agreed to the terms of the Settlement through experienced counsel who  
23 possessed all the information necessary to evaluate the case, determined all the contours of the  
24 proposed class, and reached a fair and reasonable compromise after negotiating the terms of the  
25 Settlement at arms’-length and with the assistance of a neutral mediator. Throughout discovery,  
26 Class Counsel was able to ascertain the strengths and weaknesses of the case.

27 24. Plaintiffs and proposed Class Counsel recognize that, despite our belief in the

28 <sup>1</sup> <https://play.google.com/store/apps/details?id=com.facebook.orca> (last checked 9/2/22).

1 strength of Plaintiffs' claims and our confidence in Plaintiffs' and the Class's ability to secure a  
2 favorable judgment at trial, the expense, duration, and complexity of protracted litigation would be  
3 substantial and the outcome of trial uncertain. Thus, the Settlement secures a more proximate and  
4 more certain monetary benefit to the Class than continued litigation.

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

8 26. Defendant is also represented by highly experienced attorneys who have made clear  
9 that, absent a settlement, they were prepared to continue their vigorous defense of this case,  
10 including by filing a motion for summary judgment that would present significant risks to the  
11 Class. Plaintiffs and Class Counsel are also aware that Defendant would continue to challenge  
12 liability, as well as to assert defenses on the merits through the use of expert testimony. Thus,  
13 although Plaintiffs had confidence in their claims, there could be no guarantee that the Class would  
14 be certified or prevail at trial. Looking beyond trial, Plaintiffs are aware that Defendant could  
15 appeal the merits of any adverse decision. Simply put, a favorable outcome was not assured.

16 27. By settling, Plaintiffs and the Class avoid these risks, as well as the delays and risks  
17 of a lengthy trial and appellate process. The Settlement will provide Settlement Class Members  
18 with benefits that are immediate, certain, and substantial, and will avoid the obstacles that might  
19 have prevented them from obtaining relief.

20 28. Plaintiffs and Class Counsel therefore believe that the relief provided by the  
21 Settlement weighs heavily in favor of a finding that the Settlement is fair, reasonable, and  
22 adequate, and well within the range of approval. I am of the opinion that neither Plaintiffs nor  
23 Class Counsel have any conflicts of interest with the Settlement Class.

24 29. Since the Court granted preliminary approval, and in accordance with the Settlement  
25 Agreement, my firm has posted and will continue to post all documents associated with the  
26 Settlement on our firm's public website, [www.bursor.com](http://www.bursor.com).

27 30. My firm undertook this matter on a contingency basis. Through August 30, 2022,



1 my firm expended 1800.5 hours in this case, performing the following tasks, among others: (1)  
2 engaged in extensive pre-suit investigation, (2) prepared and filed multiple complaints, (3)  
3 successfully opposed Facebook's motion to dismiss, (5) undertook extensive discovery, document  
4 review, source code review, and pursued discovery-related motions, (4) prepared for and  
5 participated in a mediation, and (5) negotiated the terms of the Settlement and the documents  
6 related thereto.

7 31. My firm's lodestar in this case, based on current billing rates, is \$1,321,267.50. The  
8 blended hourly rate for Class Counsel's work is \$561.76. The hourly rates utilized in this  
9 calculation include no risk multiplier. Attached hereto as **Exhibit 2** are my firm's detailed billing  
10 diaries for this matter, as well as a summary of the same. I have personally reviewed all of my  
11 firm's time entries associated with this case, and have used billing judgment to ensure that  
12 duplicative and unnecessary time has been excluded and that only time reasonably devoted to the  
13 litigation has been included. My firm's time entries were regularly and contemporaneously  
14 recorded by me and the other timekeepers pursuant to firm policy and have been maintained in the  
15 computerized records of my firm.

16 32. Due to the commitment of time and capital investment required to litigate this  
17 action, my firm had to forego other work, including hourly non-contingent matters, and other class  
18 action matters. This case posed a heightened risk due to the application of novel legal issues in a  
19 highly technical context.

20 33. Included within **Exhibit 2** is a chart setting forth the current hourly rates charged for  
21 lawyers and staff at my firm. Based on my knowledge and experience, the hourly rates charged by  
22 my firm are within the range of market rates charged by attorneys of equivalent experience, skill,  
23 and expertise. These are the same hourly rates that we actually charge to our regular hourly clients  
24 who have retained us for non-contingent matters, and which are actually paid by those clients. As  
25 a matter of firm policy, we do not discount our regular hourly rates for non-contingent hourly  
26 work. I have personal knowledge of the range of hourly rates typically charged by counsel in our  
27 field in California, New York, Florida, and elsewhere, both on a current basis and in the past. In

1 determining my firm's hourly rates from year to year, my partners and I have consciously taken  
2 market rates into account and have aligned our rates with the market.

3 34. Through August 30, 2022, my firm has also expended \$98,042 in out-of-pocket  
4 costs and expenses in connection with the prosecution of this case. Attached as **Exhibit 3** is an  
5 itemized list of those costs and expenses. These costs and expenses are reflected in the records of  
6 my firm and were necessary to prosecute this litigation. Cost and expense items are billed  
7 separately, and such charges are not duplicated in my firm's billing rates.

8 35. Over sixty-eight percent (68%) of those costs were associated with expert and  
9 consultant work, including extensive expert analysis of the relevant source code and related  
10 technical documents necessary to fully understand the architecture related to Facebook's  
11 messenger application functioning and privacy permissions. Other significant costs include  
12 mediation fees and other customary litigation expenses.

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

- 24 i. *Pearlman v. Cablevision Systems Corp.*, 2019 WL 3974358 (E.D.N.Y. Aug. 20,  
25 2019), approving partner rates up to \$875.
- 26 ii. *Dover v. British Airways, PLC*, No. 12-cv-05567-RJD-CLP, ECF No. 321  
27 (E.D.N.Y. Oct. 9, 2018), approving partner rates up to \$875.
- 28 iii. *Laydon v. Mizuho Bank, Ltd.*, No. 1:12-cv-03419-GBD (S.D.N.Y. Dec. 7, 2017),

1 approving partner rates of \$875 to \$975 and associate rates of \$325 to \$600, as  
2 set forth in ECF No. 837.

- 3 iv. *In re Credit Default Swaps Antitrust Litig.*, 2016 WL 2731524, at \*17 (S.D.N.Y.  
4 April 26, 2016), approving partner rates of \$834 to \$1,125 and associate rates of  
5 \$411 to \$714.
- 6 v. *In re Platinum & Palladium Commod. Litig.*, No. 10-cv-3617, 2015 U.S. Dist.  
7 LEXIS 98691, at \*13 (S.D.N.Y. July 7, 2015) (Slip Op.), approving billing rates  
8 of \$950 and \$905 per hour and referring to a recent National Law Journal survey  
9 yielding an average hourly partner billing rate of \$982 in New York.
- 10 vi. *In re Bear Stearns Cos., Inc. Sec., Deriv., & ERISA Litig.*, No. 1:08-md-01963-  
11 RWS, 909 F. Supp. 2d 259, 271-72 (S.D.N.Y. 2012), approving fee award based  
12 on hourly rates ranging from \$275 to \$650 for associates and \$725 to \$975 for  
13 partners, as set forth in ECF No. 302-5.
- 14 vii. *In re TFT-LCD (Flat Panel) Antitrust Litigation*, No. M 07 1827 SI, MDL, No.  
15 1827 (N.D. Cal. 2013), an antitrust class action, in which the court found blended  
16 hourly rates of \$1000, \$950, \$861, \$825, \$820, and \$750 per hour reasonable for  
17 the lead class counsel.
- 18 viii. *Williams v. H&R Block Enterprises, Inc.*, No. RG08366506 (Alameda County  
19 Superior Ct. Nov. 8, 2012), Order of Final Approval and Judgment, a wage and  
20 hour class action, in which the court found the hourly rates of \$785, \$775, and  
21 \$750 reasonable for the more senior class counsel.
- 22 ix. *Luquetta v. The Regents of the Univ. of California*, No. CGC-05-443007 (San  
23 Francisco Superior Ct. Oct. 31, 2012), Order Granting Plaintiffs' Motion for  
24 Common Fund Attorneys' Fees and Expenses, a class action to recover tuition  
25 overcharges in which the court found the hourly rates of \$850, \$785, \$750, and  
26 \$700 reasonable for Plaintiffs' more experienced counsel.
- 27 x. *Pierce v. County of Orange*, 905 F. Supp. 2d 1017 (C.D. Cal. 2012), a civil rights  
28 class action brought by pre-trial detainees, in which the court approved a  
lodestar-based, *inter alia*, on 2011 rates of \$850 and \$825 per hour.
- xii. *Holloway et. al. v. Best Buy Co., Inc.*, No. 05-5056 PJH (N.D. Cal. 2011) (Order  
dated November 9, 2011), a class action alleging that Best Buy discriminated  
against female, African American and Latino employees by denying them  
promotions and lucrative sales positions, in which the court approved lodestar-  
based rates of up to \$825 per hour.
- xiii. *Californians for Disability Rights, Inc., et al. v. California Department of  
Transportation, et al.*, 2010 U.S. Dist. LEXIS 141030 (N.D. Cal. 2010), adopted  
by Order Accepting Report and Recommendation filed February 2, 2011, a class  
action in which the court found reasonable 2010 hourly rates of up to \$835 per  
hour.

- 1           xiii.       *Credit/Debit Card Tying Cases*, JCCP No. 4335 (San Francisco County Superior  
2                   Court Aug. 23, 2010), Order Granting Plaintiffs’ Motion for Attorneys’ Fees,  
3                   Expenses, and Incentive Awards, an antitrust class action, in which the court,  
4                   before applying a 2.0 lodestar multiplier, found reasonable 2010 hourly rates of  
5                   \$975 for a 43-year attorney, \$950 for a 46-year attorney, \$850 for 32 and 38 year  
6                   attorneys, \$825 for a 35-year attorney, \$740 for a 26-year attorney, \$610 for a 13-  
7                   year attorney, and \$600 for a 9-year attorney, and \$485 for a 5-year attorney.
- 8           xiv.       *Savaglio, et al. v. WalMart*, No. C-835687-7 (Alameda County Superior Court  
9                   Sep. 10, 2010), Order Granting Class Counsel’s Motion for Attorneys’ Fees, a  
10                  wage and hour class action, in which the court found reasonable, before applying  
11                  a 2.36 multiplier, rates of up to \$875 per hour for a 51-year attorney, \$750 for a  
12                  39-year attorney, and \$775 for a 33-year attorney.
- 13           xv.       *Qualcomm, Inc. v. Broadcom, Inc.*, Case No. 05-CV-1958-B, 2008 WL 2705161  
14                  (S.D. Cal. 2008), in which the court found the 2007 hourly rates requested by  
15                  Wilmer Cutler, Pickering, Hale & Dorr LLP reasonable; those rates ranged  
16                  from \$45 to \$300 for staff and paralegals, from \$275 to \$505 for associates and  
17                  counsel, and from \$435 to \$850 for partners.

18           37.       The reasonableness of my firm’s hourly rates is also supported by several surveys of  
19                  legal rates, including the following:

- 20           i.        In an article entitled “On Sale: The \$1,150-Per Hour Lawyer,” written by Jennifer  
21                  Smith and published in the Wall Street Journal on April 9, 2013, the author  
22                  describes the rapidly growing number of lawyers billing at \$1,150 or more  
23                  revealed in public filings and major surveys. The article also notes that in the  
24                  first quarter of 2013, the 50 top-grossing law firms billed their partners at an  
25                  average rate between \$879 and \$882 per hour. A true and correct copy of this  
26                  article is attached hereto as **Exhibit 4**.
- 27           ii.       In an article published April 16, 2012, the Am Law Daily described the 2012  
28                  Real Rate Report, an analysis of \$7.6 billion in legal bills paid by corporations  
29                  over a five-year period ending in December 2011. A true and correct copy of that  
30                  article is attached hereto as **Exhibit 5**. That article confirms that the rates  
31                  charged by experienced and well-qualified attorneys have continued to rise over  
32                  this five-year period, particularly in large urban areas like the San Francisco Bay  
33                  Area. It also shows, for example that the top quartile of lawyers bill at an  
34                  average of “just under \$900 per hour.”
- 35           iii.       Similarly, on February 25, 2011, the Wall Street Journal published an article  
36                  entitled “Top Billers.” A true and correct copy of that article is attached hereto as  
37                  **Exhibit 6**. That article listed the 2010 and/or 2009 hourly rates for more than  
38                  125 attorneys, in a variety of practice areas and cases, who charged \$1,000 per  
39                  hour or more. Indeed, the article specifically lists *eleven* (11) Gibson Dunn &  
40                  Crutcher attorneys billing at \$1,000 per hour or more.

1           iv.       On February 22, 2011, the ALM's Daily Report listed the 2006-2009 hourly rates  
2           of numerous San Francisco attorneys. A true and correct copy of that article is  
3           attached hereto as **Exhibit 7**. Even though rates have increased significantly  
4           since that time, my firm's rates are well within the range of rates shown in this  
5           survey.

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

11          vi.       The National Law Journal's December 2010, nationwide sampling of law firm  
12          billing rates (attached hereto as **Exhibit 9**) lists 32 firms whose highest rate was  
13          \$800 per hour or more, eleven firms whose highest rate was \$900 per hour or  
14          more, and three firms whose highest rate was \$1,000 per hour or more.

15          vii.       On December 16, 2009, The American Lawyer published an online article  
16          entitled "Bankruptcy Rates Top \$1,000 in 2008-2009." That article is attached  
17          hereto as **Exhibit 10**. In addition to reporting that several attorneys had charged  
18          rates of \$1,000 or more in bankruptcy filings in Delaware and the Southern  
19          District of New York, the article also listed 18 firms that charged median partner  
20          rates of from \$625 to \$980 per hour.

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

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

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

- i. *Taylor v. Trusted Media Brands, Inc.*, No. 7:16-cv-01812 (S.D.N.Y. Feb. 1, 2018) (Final Judgment And Order Of Dismissal With Prejudice). A true and correct copy of the transcript from the Final Approval Hearing in *Trusted Media Brands* is attached hereto as **Exhibit 13**.
- ii. *Russett v. Northwestern Mutual Life Insurance Co.*, No. 7:19-cv-07414 (S.D.N.Y. Oct. 6, 2020) (Final Judgment And Order Of Dismissal With Prejudice).
- iii. *Edwards v. Hearst Communications, Inc.*, No. 1:15-cv-09279 (S.D.N.Y. Apr. 24, 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).

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

40. A true and correct copy of the Preliminary Approval Hearing Transcript is attached hereto as **Exhibit 15**.

41. As aforementioned, my firm, Bursor & Fisher, P.A., has significant experience in

1 litigating class actions of similar size, scope, and complexity to the instant action, including in the  
2 privacy context. *See* Firm Resume of Bursor & Fisher, P.A., a true and accurate copy of which is  
3 attached hereto as **Exhibit 16**.

4 42. Further, since December 2010, my firm has been court-appointed Class Counsel or  
5 Interim Class Counsel by numerous courts across the country, including in this District, and in  
6 addition to the Court's appointment in this matter. *See, e.g., In re Sensa Weight Loss Litig.*, Case  
7 No. 4:11-cv-01650-YGR (N.D. Cal. Mar. 2, 2012); *In re Haier Freezer Consumer Litig.*, 2013 WL  
8 2237890 (N.D. Cal. May 21, 2013); *Hendricks v. StarKist Co.*, Case No. 4:13-cv-00729-HSG  
9 (N.D. Cal. July 23, 2015); *In re NVIDIA GTX 970 Graphics Card Litig.*, Case No. 3:15-cv-00760-  
10 CRB (N.D. Cal. May 8, 2015); *McMillion v. Rash Curtis & Associates*, Case No. Case 4:16-cv-  
11 03396-YGR (N.D. Cal. Sep. 6, 2017); *Lucero v. Solarcity Corp.*, Case No. 3:15-CV-05107-RS  
12 (N.D. Cal. Sep. 15, 2017); *Gasser v. Kiss My Face, LLC* (N.D. Cal. Oct. 23, 2017); *Bayol v.*  
13 *Health-Ade*, Case No. 4:18-cv-01462-KAW (N.D. Cal. Aug. 23, 2018); *West v. California Service*  
14 *Bureau*, Case No. 4:16-cv-03124-YGR (N.D. Cal. Sep. 12, 2018).

15 43. As this Court has recognized, my firm has also been recognized by courts across the  
16 country for its expertise in litigating Rule 23 class action claims to trial. *See, e.g.,* ECF No. 51  
17 (“[The] Bursor firm ... ha[s] extensive experience in handling class actions and complex litigation,  
18 including products liability and consumer protection cases; appear[s] to have knowledge of  
19 applicable law; and ha[s] extensive resources.”); *Ebin v. Kangadis Food Inc.*, 297 F.R.D. 561, 566  
20 (S.D.N.Y. Feb. 25, 2014) (“Bursor & Fisher, P.A., are class action lawyers who have experience  
21 litigating consumer claims. ... The firm has been appointed class counsel in dozens of cases in both  
22 federal and state courts, and has won multi-million dollar verdicts or recoveries in five class action  
23 jury trials since 2008.”); *In re Welspun Litigation*, Case No. 16-cv-06792-RJS (S.D.N.Y. Jan. 26,  
24 2017) (appointing Bursor & Fisher interim lead counsel to represent a proposed nationwide class of  
25 purchasers of mislabeled Egyptian cotton bedding products).

26 44. Moreover, as noted above, my firm has served as trial counsel for class action  
27 plaintiffs in six jury trials and has won all six, with recoveries ranging from \$21 million to \$299

1 million.

2 45. I am of the opinion that Plaintiffs' active involvement in this case was critical to its  
3 ultimate resolution. Each Plaintiffs took their roles as class representatives seriously, devoting  
4 significant amounts of time and effort to protecting the interests of the class, participating in  
5 discovery, and providing valuable insight into their experiences with the application at issue.  
6 Without their willingness to assume the risks and responsibilities of serving as class  
7 representatives, I do not believe such a strong result could have been achieved. Plaintiffs'  
8 individual declarations are attached hereto as **Exhibits 17-22**.

9 46. Plaintiffs equipped my firm with critical details regarding their experiences with  
10 Defendant. They assisted my firm in investigating their claims, detailing their use and installation  
11 of the application at issue, supplied supporting documentation, aided in drafting the Complaints,  
12 and participated in the discovery process. Throughout the litigation, Plaintiffs remained in regular  
13 contact with Class Counsel to receive updates on the progress of the case. Plaintiffs were prepared  
14 to testify at deposition and trial, if necessary, and they were actively consulted during the  
15 settlement process. Plaintiffs, like absent Settlement Class Members, have a strong interest in  
16 obtaining redress for Defendant's conduct.

17 47. In short, Plaintiffs assisted my firm in pursuing this action on behalf of the class,  
18 and their involvement in this case has been nothing short of essential.

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

20 Executed this 2nd day of September, 2022, at Walnut Creek, California.

21  
22 /s/ Neal J. Deckant  
Neal J. Deckant





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*Attorneys for Defendant Meta Platforms,  
Inc. (formerly Facebook, Inc.)*

*Interim Class Counsel*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

LAWRENCE OLIN, HAROLD NYANJOM,  
SHERON SMITH-JACKSON, JANICE  
VEGA-LATKER, MARC BOEHM, and  
RAVEN WINHAM, individually and on  
behalf of all others similarly situated,

Case No. 3:18-cv-01881-RS (TSH)

**CLASS ACTION SETTLEMENT  
AGREEMENT AND RELEASE**

Plaintiffs,

Hon. Richard Seeborg

v.

FACEBOOK, INC.,

Defendant.

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**TABLE OF CONTENTS**

	<u>Page</u>
I. RECITALS .....	1
II. DEFINITIONS.....	4
III. SETTLEMENT CLASS CERTIFICATION .....	8
IV. SETTLEMENT CONSIDERATION AND INJUNCTIVE RELIEF.....	9
V. SUBMISSION OF THE SETTLEMENT AGREEMENT TO THE COURT FOR REVIEW AND APPROVAL .....	10
VI. RELEASES AND DISMISSAL OF ACTION.....	12
VII. NOTICE PURSUANT TO 28 U.S.C. § 1715.....	15
VIII. ATTORNEYS’ FEES AND COSTS .....	15
IX. MODIFICATION OR TERMINATION OF SETTLEMENT AGREEMENT AND META’S RESERVATION OF RIGHTS.....	16
X. MISCELLANEOUS PROVISIONS.....	19

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release, including Exhibits A-B hereto (“Settlement Agreement” or “Agreement”), is made and entered into by, between, and among Plaintiffs Lawrence Olin, Harold Nyanjom, Sheron Smith-Jackson, Janice Vega-Latker, Marc Boehm and Raven Winham (together, “Settlement Class Representatives”), on behalf of themselves and the Settlement Class as defined below, and Defendant Meta Platforms, Inc., formerly Facebook, Inc. (“Defendant” or “Meta”). Settlement Class Representatives, the Settlement Class, and Meta (collectively, the “Parties”) enter into this Agreement to effect a full and final settlement and dismissal of *Olin, et al. v. Facebook, Inc.*, Case No. 3:18-cv-01881 (RS) (TSH) (N.D. Cal.) (the “Action”).

**I. RECITALS**

1. WHEREAS, on March 27, 2017, Plaintiffs Anthony Williams, Tyoka Brumfield and Wendy Burnett filed a class action complaint in the United States District Court for the Northern District of California asserting claims against Meta on behalf of themselves and a proposed class of “all persons in the United States who installed the Facebook Messenger and Facebook Lite apps for Android, and granted Facebook permission to access their ‘Contact List’” under the California Consumers Legal Remedies Act (“CLRA”; Cal. Civ. Code § 1750, *et seq.*), California Unfair Competition Law (“UCL”; Cal. Bus. and Prof. Code § 17200, *et seq.*), California Computer Data Access and Fraud Act (“CDAFA”; Cal. Pen. Code § 502), California Constitutional Right to Privacy, Intrusion Upon Seclusion, Trespass to Personal Property, New York’s Deceptive Acts or Practices Law (“GBL § 349”; N.Y. Gen. Bus. Law § 349), and unjust enrichment; and alleging, *inter alia*, that when users installed the Facebook Messenger and Facebook Lite applications on their Android devices, they were prompted to grant Facebook access to the their “Contact Lists,” and that upon doing so, these apps uploaded users’ call and text logs (*see* Dkt. 1);

2. WHEREAS, four other complaints were filed in the United States District Court for the Northern District of California alleging similar facts and asserting similar classwide claims against Meta, including *Renken, et al. v. Facebook, Inc.*, Case No. 5:18-cv-01896 (filed March 27,

1 2018); *Tracy v. Facebook, Inc.*, Case No. 3:18-cv-02128 (filed April 9, 2018); *Sternemann, et al.*  
2 *v. Facebook, Inc.*, Case No. 3:18-cv-02677 (filed May 7, 2018); and *Condelles v. Facebook, Inc.*,  
3 Case No. 3:18-cv-02727 (filed May 9, 2018);

4 3. WHEREAS, the Court related the other four complaints to this Action (*see*  
5 Dkts. 18, 27, 42, 44), and on June 26, 2018, consolidated them and appointed Bursor & Fisher,  
6 P.A. as interim lead counsel (Dkt. 51);

7 4. WHEREAS, on July 13, 2018, the plaintiffs filed a First Amended Consolidated  
8 Class Action Complaint asserting CLRA, UCL, CDAFA, California Constitutional Right to  
9 Privacy, Intrusion Upon Seclusion, Trespass to Personal Property, GBL § 349, and unjust  
10 enrichment claims on behalf of themselves and a proposed class of “all persons in the United States  
11 who installed the Facebook Messenger and Facebook Lite apps for Android, and granted Facebook  
12 permission to access their ‘Contact List’” (*see* Dkt. 52);

13 5. WHEREAS, on December 18, 2018, the Court issued an order granting Meta’s  
14 motion to dismiss the First Amended Consolidated Class Action Complaint, dismissing the claims  
15 under Trespass to Personal Property, UCL, CLRA, and GBL § 349 without leave to amend, and  
16 dismissing all other claims with leave to amend (*see* Dkt. 85);

17 6. WHEREAS, on January 22, 2019, Settlement Class Representatives Lawrence  
18 Olin, Harold Nyanjom, Sheron Smith-Jackson, and Janice Vega-Latker filed a Second Amended  
19 Consolidated Class Action Complaint asserting claims under the CDAFA, California  
20 Constitutional Right to Privacy, Intrusion Upon Seclusion, unjust enrichment, and fraud on behalf  
21 of themselves and a proposed class of “all persons in the United States who installed the Facebook  
22 Messenger and Facebook Lite apps for Android, and granted Facebook permission to access their  
23 ‘Contacts’” (Dkt. 88);

24 7. WHEREAS, on August 29, 2019, the Court issued an order granting in part and  
25 denying in part Meta’s motion to dismiss the Second Amended Consolidated Class Action  
26 Complaint, dismissing the allegations relating to the Facebook Lite application without prejudice  
27 and otherwise denying the motion (*see* Dkt. 128);

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1           8.       WHEREAS, on September 13, 2019, Plaintiffs Williams, Brumfield, and Burnett  
2 voluntarily dismissed their claims pursuant to Federal Rule of Civil Procedure 41(a), which action  
3 was unopposed by Meta (Dkt. 137);

4           9.       WHEREAS, on December 18, 2020, Settlement Class Representatives Lawrence  
5 Olin, Harold Nyanjom, Sheron Smith-Jackson, Janice Vega-Latker, Blake Carlyle, Marc Boehm,  
6 and Raven Winham filed a Third Amended Consolidated Class Action Complaint asserting claims  
7 under the CDAFA, California Constitutional Right to Privacy, Intrusion Upon Seclusion, unjust  
8 enrichment, fraud, and the California Invasion of Privacy Act (“CIPA”; Cal. Pen. Code §§ 631,  
9 632, 635) on behalf of themselves and a proposed class of “all persons in the United States who  
10 installed the Facebook Messenger app for Android, and granted Facebook permission to access  
11 their ‘Contacts’” (Dkt. 184);

12           10.      WHEREAS, on May 14, 2021, the Court issued an order granting Meta’s motion  
13 to dismiss the Third Amended Consolidated Class Action Complaint, dismissing the CIPA claims  
14 with leave to amend within 21 days (*see* Dkt. 208), and Settlement Class Representatives did not  
15 file an amended complaint to renew their CIPA claims;

16           11.      WHEREAS, on September 7, 2021, Plaintiff Carlyle voluntarily dismissed his  
17 claims pursuant to Federal Rule of Civil Procedure 41(a), which action was unopposed by Meta  
18 (Dkt. 217);

19           12.      WHEREAS, the Parties engaged in extensive discovery, including inspection by  
20 Settlement Class Representatives’ software expert of the source code relating to uploading of call  
21 and text logs through the Messenger for Android app, including full revision history of the code;  
22 the production of documents reflecting Settlement Class Representatives’ call and text history  
23 uploading and settings, and other internal documents regarding the in-app consent screen and  
24 functionality of the feature at issue; informal conferences and discussions; substantial discovery  
25 motion practice; and the exchange of written discovery requests and responses;

26           13.      WHEREAS, the Parties agreed to mediate their dispute, participated in a mediation  
27 with the Honorable Wayne Andersen (Ret. N.D. Ill.) on June 15, 2021, which was unsuccessful,  
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1 and thereafter engaged in continued arm's length negotiations through Judge Andersen,  
2 culminating in a mediator's proposal approximately eight months later that both sides accepted;

3 14. WHEREAS, Settlement Class Representatives believe that their claims are  
4 meritorious and that they would be successful at trial, but nevertheless agreed to resolve the Action  
5 on the terms set forth in this Settlement Agreement solely to eliminate the uncertainties and delay  
6 of further protracted litigation;

7 15. WHEREAS, Meta denies the allegations in the Third Amended Complaint, denies  
8 that it has engaged in any wrongdoing, denies that Settlement Class Representatives' allegations  
9 state valid claims, denies that the Court has subject matter jurisdiction over Plaintiffs' claims,  
10 denies that Plaintiffs can maintain a class action for purposes of litigation, and vigorously disputes  
11 that Settlement Class Representatives and the Class are entitled to any relief, but Meta nevertheless  
12 agreed to resolve the Action on the terms set forth in this Settlement Agreement solely to eliminate  
13 the uncertainties, burden, expense, and delay of further protracted litigation;

14 16. WHEREAS, Settlement Class Representatives, Meta, and the Settlement Class  
15 intend for this Settlement Agreement fully and finally to compromise, resolve, discharge, and settle  
16 the Released Claims, as defined and on the terms set forth below, and to the full extent reflected  
17 herein, subject to the approval of the Court; and

18 17. NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND  
19 AGREED, by the Settlement Class Representatives, for themselves and on behalf of the Settlement  
20 Class, and by Meta that, subject to the approval of the Court, the Action shall be settled,  
21 compromised, and dismissed, on the merits and with prejudice, and the Released Claims shall be  
22 finally and fully compromised, settled, and dismissed as to the Released Parties, in the manner and  
23 upon the terms and conditions hereafter set forth in this Agreement.

24 **II. DEFINITIONS**

25 18. In addition to the terms defined elsewhere in this Agreement, the following terms,  
26 used in this Settlement Agreement, shall have the meanings specified below:

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1           19.     “Attorneys’ Fees and Costs Award” means such funds as may be awarded by the  
2 Court to Class Counsel to compensate Class Counsel for its fees, costs, and expenses in connection  
3 with the Action and the Settlement, as described in Paragraphs 61-63.

4           20.     “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday,  
5 excluding holidays observed by the federal government.

6           21.     “Call and Text History Data” means (a) the following information for all calls on  
7 an Android device: telephone number; contact name (if available); whether the call was incoming,  
8 outgoing or missed; call time and duration; and aggregate counts of calls; and (b) the following  
9 information for all texts (SMS or MMS messages) on an Android device: telephone number;  
10 contact name (if available); whether the text was sent or received; the text time; and aggregate  
11 counts of texts. Call and Text History Data does not include any content of the call or text.

12           22.     “Class Counsel” means the law firm of Bursor & Fisher, P.A. and Plaintiffs’  
13 attorneys of record in this Action who are members of the firm.

14           23.     “Court” means the United States District Court for the Northern District of  
15 California and the Judge assigned to the Action, United States District Judge Richard Seeborg.

16           24.     “Defense Counsel” means the law firm of Latham & Watkins LLP and all of  
17 Meta’s attorneys of record in the Action.

18           25.     “Effective Date” means seven (7) days after which both of the following events  
19 have occurred: (i) the Final Approval Order and Final Judgment have been entered and (ii) the  
20 Final Approval Order and Final Judgment have become Final.

21           26.     “Meta” means (i) Meta Platforms, Inc. and its past, present, and future parents,  
22 subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities,  
23 whether foreign or domestic, that are owned or controlled by Meta, and (ii) the past, present, and  
24 future shareholders, officers, directors, members, agents, employees, independent contractors,  
25 consultants, representatives, fiduciaries, insurers, attorneys, legal representatives, predecessors,  
26 successors, and assigns of the entities in Part (i) of this definition.

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1           27.     “Final Approval Hearing” means the hearing that is to take place after the entry of  
2 the Preliminary Approval Order for purposes of: (i) entering the Final Approval Order and Final  
3 Judgment and dismissing the Action with prejudice; (ii) determining whether the Settlement  
4 should be approved as fair, reasonable, and adequate pursuant to Federal Rule of Civil  
5 Procedure 23; (iii) ruling upon an application for Service Awards by the Settlement Class  
6 Representatives; (iv) ruling upon an application by Class Counsel for an Attorneys’ Fees and Costs  
7 Award; and (v) entering any final order awarding Attorneys’ Fees and Costs and Service Awards.  
8 The Parties shall request that the Court schedule the Final Approval Hearing for a date that is in  
9 compliance with the provisions of 28 U.S.C. § 1715(d).

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

19           29.     “Final Approval Order and Final Judgment” means the order finally approving the  
20 terms of this Settlement Agreement and a separate judgment to be entered by the Court after the  
21 Final Approval Hearing, pursuant to Federal Rule of Civil Procedure 58(a), dismissing the Action  
22 against Meta with prejudice, without material variation from the Parties’ agreed-upon final  
23 approval order and judgment attached hereto as Exhibit A.

24           30.     “Legally Authorized Representative” means an administrator/administratrix,  
25 personal representative, or executor/executrix of a deceased Settlement Class Member’s estate;  
26 guardian, conservator, or next friend of an incapacitated Settlement Class Member; or any other  
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1 legally appointed Person responsible for handling the business affairs of a Settlement Class  
2 Member.

3 31. “Person” means any individual, corporation, partnership, association, affiliate, joint  
4 stock company, estate, trust, unincorporated association, entity, government and any political  
5 subdivision thereof, or any other type of business or legal entity.

6 32. “Preliminary Approval Order” means the order that preliminarily approves the  
7 Settlement and sets a date for the Final Approval Hearing, without material variation from the  
8 Parties’ agreed-upon proposed preliminary approval order attached hereto as Exhibit B. Entry of  
9 the Preliminary Approval Order shall constitute preliminary approval of the Settlement  
10 Agreement.

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

16 34. “Released Claims” include Settlement Class Representatives’ Released Claims and  
17 Settlement Class Members’ Released Claims.

18 35. “Released Parties” means (i) Meta and its past, present, and future parents,  
19 subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities,  
20 whether foreign or domestic, that are owned or controlled by Meta; and (ii) the past, present, and  
21 future shareholders, officers, directors, members, agents, employees, independent contractors,  
22 consultants, administrators, representatives, fiduciaries, insurers, attorneys, legal representatives,  
23 advisors, creditors, predecessors, successors, and assigns of the entities in Part (i) of this Paragraph.

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

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1           37.     “Service Award” means the amount approved by the Court to be paid to the  
2 Settlement Class Representatives as described further in Paragraph 64.

3           38.     “Settlement” means the settlement of the Action between and among the Settlement  
4 Class Representatives, the Settlement Class Members, and Meta, as set forth in this Settlement  
5 Agreement, including all attached Exhibits (which are an integral part of this Settlement  
6 Agreement and are incorporated in their entirety by reference).

7           39.     “Settlement Class” has the meaning set forth in Paragraph 45.

8           40.     “Settlement Class Member(s)” means any and all persons who fall within the  
9 definition of the Settlement Class.

10          41.     “Settlement Class Representatives” means Plaintiffs Lawrence Olin, Harold  
11 Nyanjom, Sheron Smith-Jackson, Janice Vega-Latker, Marc Boehn and Raven Winham.

12          42.     “Settlement Class Representatives’ Releasing Parties” means each Settlement  
13 Class Representative, and each of his heirs, estates, trustees, principals, beneficiaries, guardians,  
14 executors, administrators, representatives, agents, attorneys, insurers, subrogees, partners,  
15 successors, predecessors-in-interest, and assigns and/or anyone other than Class Members  
16 claiming through them or acting or purporting to act for them or on their behalf.

17 **III. SETTLEMENT CLASS CERTIFICATION**

18          43.     For purposes of settlement only, the Parties agree to seek provisional certification  
19 of the Settlement Class, pursuant to Federal Rule of Civil Procedure 23(b)(2).

20          44.     The Parties further agree that the Court should make preliminary findings and enter  
21 the Preliminary Approval Order granting provisional certification of the Settlement Class subject  
22 to the final findings and approval in the Final Approval Order and Final Judgment, and appointing  
23 Settlement Class Representatives as the representatives of the Settlement Class and Class Counsel  
24 as counsel for the Settlement Class.

25          45.     For purposes of the provisional certification, the Settlement Class shall be defined  
26 as follows:

27                   All persons in the United States who installed the Facebook Messenger and  
28                   Facebook Lite apps for Android, and granted Meta permission to access their

1 contacts.

2 46. Excluded from the Settlement Class are (i) all Persons who are directors, officers,  
3 and agents of Meta or its subsidiaries and affiliated companies or are designated by Meta as  
4 employees of Meta or its subsidiaries and affiliated companies; and (ii) the Court, the Court's  
5 immediate family, and Court staff, as well as any appellate court to which this matter is ever  
6 assigned, and its immediate family and staff.

7 47. Meta does not consent to certification of the Settlement Class (or to the propriety  
8 of class treatment) for any purpose other than to effectuate the settlement of this Action. Meta's  
9 agreement to provisional certification does not constitute an admission of wrongdoing, fault,  
10 liability, or damage of any kind to Settlement Class Representatives or any of the provisional  
11 Settlement Class Members.

12 48. If this Settlement Agreement is terminated pursuant to its terms, disapproved by  
13 any court (including any appellate court), and/or not consummated for any reason, or the Effective  
14 Date for any reason does not occur, the order certifying the Settlement Class for purposes of  
15 effectuating the Settlement, and all preliminary and/or final findings regarding that class  
16 certification order, shall be automatically vacated upon notice of the same to the Court, the Action  
17 shall proceed as though the Settlement Class had never been certified pursuant to this Settlement  
18 Agreement and such findings had never been made, and the Action shall return to the procedural  
19 posture on March 3, 2022, in accordance with this Paragraph. No Party nor counsel shall refer to  
20 or invoke the vacated findings and/or order relating to class settlement or Rule 23 of the Federal  
21 Rules of Civil Procedure if this Settlement Agreement is not consummated and the Action is later  
22 litigated and contested by Meta under Rule 23 of the Federal Rules of Civil Procedure.

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

24 49. In consideration for the dismissal of the Action with prejudice and the releases  
25 provided in this Settlement Agreement, Meta agrees to the following:

26 a) After the filing of this lawsuit, Meta ceased uploading Call and Text History  
27 Data from persons in the United States through the Facebook Messenger or Facebook Lite apps  
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1 for Android. Meta confirms that it has not uploaded Call and Text History Data from persons in  
2 the United States through the Facebook Messenger or Facebook Lite apps for Android since March  
3 2019.

4           b) Meta shall delete all Call and Text History Data uploaded from persons in  
5 the United States through the Facebook Messenger or Facebook Lite apps for Android devices that  
6 Meta is not otherwise legally obligated to preserve by jurisdictions outside of the United  
7 States within 45 days of the effective date (which shall be seven (7) days after the final settlement  
8 approval order and final judgment have been entered and become Final). Any data retained  
9 because of continuing legal obligations will be quarantined in access-controlled data warehouse  
10 tables that are segregated from any systems used or accessed in the ordinary course of Meta's  
11 business, and access to this data is limited to Meta's Legal team. Any such data will be preserved  
12 and used solely in connection with any legal obligations and not for any business use, and Meta  
13 will delete all such data within 45 days of the expiration of any legal obligation to preserve it.

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

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

20           51. Among other things, the Preliminary Approval Order shall:

21           a) find that the requirements for provisional certification of the Settlement  
22 Class have been satisfied, appointing Settlement Class Representatives as the representatives of  
23 the provisional Settlement Class and Class Counsel as counsel for the provisional Settlement Class;

24           b) find that the CAFA Notice sent by Meta complied with 28 U.S.C. § 1715  
25 and all other provisions of the Class Action Fairness Act of 2005;

1 c) preliminarily enjoin all Settlement Class Members and their Legally  
2 Authorized Representatives from filing or otherwise participating in any other suit based on the  
3 Released Claims;

4 d) establish dates by which the Parties shall file and serve all papers in support  
5 of the application for final approval of the Settlement;

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

11 f) provide that all Settlement Class Members will be bound by the Final  
12 Approval Order and Final Judgment dismissing the Action with prejudice; and

13 g) pending the Final Approval Hearing, stay all proceedings in the Action,  
14 other than the proceedings necessary to carry out or enforce the terms and conditions of this  
15 Settlement Agreement and Preliminary Approval Order.

16 52. In advance of the Final Approval Hearing, Class Counsel shall request entry of a  
17 Final Approval Order and Final Judgment, without material variation from Exhibit A, the entry of  
18 which is a material condition of this Settlement Agreement, and that shall, among other things:

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

22 b) finally approve this Settlement Agreement and the Settlement pursuant to  
23 Rule 23 of the Federal Rules of Civil Procedure;

24 c) certify the Settlement Class under Federal Rule of Civil Procedure 23(b)(2)  
25 for purposes of settlement only;

26 d) find that direct notice to the Rule 23(b)(2) class is not necessary, and that  
27 notice on Class Counsel's public website, as provided in this Settlement Agreement, is sufficiently  
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1 within the range of reasonableness;

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

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

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

6 h) dismiss the Action with prejudice and enter a separate judgment pursuant to  
7 Rule 58 of the Federal Rules of Civil Procedure; and

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

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

17 53. Upon the Effective Date, Settlement Class Representatives' Releasing Parties will  
18 be deemed to have, and by operation of the Final Approval Order and Final Judgment will have  
19 fully, finally, and forever released, relinquished, and discharged any and all past, present, and  
20 future claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or  
21 liabilities, of any nature and description whatsoever, known or unknown, recognized now or  
22 hereafter, existing or preexisting, expected or unexpected, pursuant to any theory of recovery  
23 (including, but not limited to, those based in contract or tort, common law or equity, federal, state,  
24 or local law, statute, ordinance, or regulation), against the Released Parties, from the Settlement  
25 Class Representatives' first interaction with Meta up until and including the Effective Date, that  
26 result from, arise out of, are based on, or relate in any way to the practices and claims that were  
27 alleged in the Action, for any type of relief that can be released as a matter of law, including,

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1 without limitation, claims for monetary relief, damages (whether compensatory, consequential,  
2 punitive, exemplary, liquidated, and/or statutory), costs, penalties, interest, attorneys' fees,  
3 litigation costs, restitution, or equitable relief ("Settlement Class Representatives' Released  
4 Claims"). Settlement Class Representatives' Releasing Parties are forever enjoined from taking  
5 any action seeking any relief against the Released Parties based on any of Settlement Class  
6 Representatives' Released Claims.

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

21         55. Upon the Effective Date, Meta will be deemed to have, and by operation of the  
22 Final Approval Order and Final Judgment will have fully, finally, and forever released,  
23 relinquished, and discharged any and all past, present, and future claims, actions, demands, causes  
24 of action, suits, debts, obligations, and rights or liabilities for injunctive and/or declaratory relief,  
25 of any nature and description whatsoever, known or unknown, existing or preexisting, recognized  
26 now or hereafter, expected or unexpected, pursuant to any theory of recovery (including, but not  
27 limited to, those based in contract or tort, common law or equity, federal, state, or local law, statute,  
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1 ordinance, or regulation) against the Settlement Class Representatives' Releasing Parties, from the  
2 Settlement Class Representatives' first interaction with Meta up until and including the Effective  
3 Date, that result from, arise out of, are based on, or relate in any way to the practices and claims  
4 that were alleged in the Action ("Meta's Released Claims"). Meta is forever enjoined from taking  
5 any action seeking any relief against the Settlement Class Representatives' Releasing Parties based  
6 on any of Meta's Released Claims.

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

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

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

25           58. By operation of the Final Approval Order and Final Judgment, the Action will be  
26 dismissed with prejudice.

1           59.     Upon the Effective Date: (a) this Settlement Agreement shall be the exclusive  
2 remedy for any and all Released Claims of Class Representatives and Settlement Class Members;  
3 and (b) Class Representatives and Settlement Class Members stipulate to be and shall be  
4 permanently barred and enjoined by Court order from initiating, asserting, or prosecuting against  
5 Released Parties in any federal or state court or tribunal any and all Released Claims.

6 **VII. NOTICE PURSUANT TO 28 U.S.C. § 1715**

7           60.     Meta shall serve notice of the Settlement Agreement that meets the requirements of  
8 28 U.S.C. § 1715, on the appropriate federal and state officials no later than ten (10) days following  
9 the filing of this Settlement Agreement with the Court. The Parties agree that direct notice to the  
10 class is not necessary in this action. *See, e.g., Stathakos v. Columbia Sportswear Co., et al.*, No  
11 .4:15-cv-04543-YGR, 2018 WL 582564, at \*3-4 (N.D. Cal. Jan. 25, 2018); *Lilly v. Jamba Juice*  
12 *Co.*, No. 13-cv-02998-JST, 2015 WL 1248027, at \*9 (N.D. Cal. Mar. 18, 2015); *Kim v. Space*  
13 *Pencil, Inc.*, No. 11-cv-03796-LB, 2012 WL 5948951, at \*4 (N.D. Cal. Nov. 28, 2012). Class  
14 Counsel shall post information about the settlement—including the Settlement Agreement,  
15 Plaintiffs’ motion for preliminary approval, Plaintiffs’ motion for attorneys’ fees and incentive  
16 awards, any opposition or reply papers related to these motions—on Class Counsel’s public  
17 website (<http://www.https://www.bursor.com/>).

18 **VIII. ATTORNEYS’ FEES AND COSTS**

19           61.     Class Counsel may apply to the Court for an award of reasonable attorneys’ fees  
20 and costs not to exceed \$1,080,000. Class Counsel approximates that it will seek \$76,937.84 in  
21 costs and \$1,003,062.16 in fees, but may apply in different amounts not to exceed \$1,080,000.  
22 Meta has been provided a copy of summaries of Class Counsel’s time records, and as a result of  
23 that review, Meta will take no position on Class Counsel’s application and agrees to pay the  
24 amount of fees and costs determined by the Court. These terms regarding fees and costs were  
25 negotiated and agreed to by the Parties only after full agreement was reached as to all other material  
26 terms.

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1           62. Any Attorneys' Fees and Costs Award, as awarded by the Court, shall be payable  
2 by Meta, as ordered, within the later of (a) thirty (30) calendar days after the Effective Date, or  
3 (b) ten (10) Business Days after Class Counsel, following the Effective Date, has transmitted to  
4 Meta instructions for payment.

5           63. Class Counsel shall have the sole and absolute discretion to allocate the Attorneys'  
6 Fees and Costs Award amongst Class Counsel and any other attorneys. Meta shall have no liability  
7 or other responsibility for allocation of any such Attorneys' Fees and Costs awarded. The amount  
8 ordered by the Court shall be the sole monetary obligation paid by Meta pursuant to this Settlement  
9 Agreement, and in no event shall Meta be obligated to pay any amount in excess of \$1,089,000.

10           64. The Parties agree that the Class Representatives may apply to the Court for a  
11 Service Award to each of the Class Representatives, each of which shall not exceed \$1,500, for  
12 their services as class representatives. The Parties agree that the decision whether or not to award  
13 any such payment, and the amount of that payment, rests in the exclusive discretion of the Court.  
14 Meta agrees to pay the amount determined by the Court. Class Representatives understand and  
15 acknowledge that they may receive no monetary payment, and their agreement to the Settlement  
16 is not conditioned on the possibility of receiving monetary payment. Any Service Awards, as  
17 awarded by the Court, shall be payable by Meta as ordered, within the later of (a) thirty (30)  
18 calendar days after the Effective Date, or (b) ten (10) Business Days after Class Counsel, following  
19 the Effective Date, has transmitted to Meta instructions for payment.

20 **IX. MODIFICATION OR TERMINATION OF SETTLEMENT AGREEMENT AND**  
21 **META'S RESERVATION OF RIGHTS**

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

3 66. This Settlement Agreement and any Exhibits attached hereto constitute the entire  
4 agreement among the Parties, and no representations, warranties, or inducements have been made  
5 to any Party concerning this Settlement Agreement or its Exhibits other than the representations,  
6 warranties, and covenants covered and memorialized in such documents.

7 67. In the event the terms or conditions of this Settlement Agreement are materially  
8 modified by any court, any Party in its sole discretion to be exercised within thirty (30) days after  
9 such modification may declare this Settlement Agreement null and void. For purposes of this  
10 Paragraph, modifications include any modifications to the definitions of the Settlement Class,  
11 Settlement Class Members, Released Parties, or Released Claims, any modifications to the terms  
12 of the Settlement consideration described in Paragraph 49 and/or any requirement of notice to the  
13 Settlement Class. In the event of any material modification by any court, and in the event the  
14 Parties do not exercise their unilateral option to withdraw from this Settlement Agreement pursuant  
15 to this Paragraph, the Parties shall meet and confer within seven (7) days of such ruling to attempt  
16 to reach an agreement as to how best to effectuate the court-ordered modification.

17 68. In the event that a Party exercises his/her/its option to withdraw from and terminate  
18 this Settlement Agreement pursuant to Paragraph 67, then the Settlement proposed herein shall  
19 become null and void and shall have no force or effect, the Parties shall not be bound by this  
20 Settlement Agreement, and the Parties will be returned to their respective positions existing on  
21 March 3, 2022.

22 69. If this Settlement Agreement is not approved by the Court or the Settlement  
23 Agreement is terminated or fails to become effective in accordance with the terms of this  
24 Settlement Agreement, the Parties will be restored to their respective positions in the Action on  
25 March 3, 2022. In such event, the terms and provisions of this Settlement Agreement and the  
26 memorandum of understanding will have no further force and effect with respect to the Parties and  
27 will not be used in this Action or in any other proceeding for any purpose, and any Judgment or  
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1 order entered by the Court in accordance with the terms of this Settlement Agreement will be  
2 treated as vacated.

3 70. The procedure for and the allowance or disallowance by the Court of any  
4 application for attorneys' fees, costs, expenses, and/or reimbursement to be paid to Class Counsel,  
5 and the procedure for any payment to Class Representatives, are not part of the settlement of the  
6 Released Claims as set forth in this Settlement Agreement, and are to be considered by the Court  
7 separately from the Court's consideration of the fairness, reasonableness, and adequacy of the  
8 settlement of the Released Claims as set forth in this Settlement Agreement. Any such separate  
9 order, finding, ruling, holding, or proceeding relating to any such applications for Attorneys' Fees  
10 and Costs and/or payment to Class Representatives, or any separate appeal from any separate  
11 order, finding, ruling, holding, or proceeding relating to them or reversal or modification of them,  
12 shall not operate to terminate or cancel this Settlement Agreement or otherwise affect or delay the  
13 finality of the Final Approval Order and Final Judgment approving the Settlement. The terms of  
14 this Agreement relating to the Attorneys' Fees and Costs Award and Service Awards were  
15 negotiated and agreed to by the Parties only after full agreement was reached as to all other material  
16 terms of the proposed Settlement, including, but not limited to, any terms relating to the relief to  
17 the Settlement Class.

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

11 **X. MISCELLANEOUS PROVISIONS**

12 72. The Parties intend the Settlement Agreement to be a final and complete resolution  
13 of all disputes between them with respect to the Action. The Settlement Agreement compromises  
14 claims that are contested and will not be deemed an admission by Meta or Class Representatives  
15 as to the merits of any claim or defense.

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

18 To Class Representatives and the Settlement Class:

19 L. Timothy Fisher  
20 ltfisher@bursor.com  
21 Neal J. Deckant  
22 ndeckant@bursor.com  
23 Bursor & Fisher, P.A.  
24 1990 N. California Blvd.  
25 Walnut Creek, CA 94596

24 To Counsel for Meta:

25 Elizabeth L. Deeley  
26 elizabeth.deeley@lw.com  
27 Nicole C. Valco  
28 nicole.valco@lw.com  
Latham & Watkins LLP  
505 Montgomery Street, Suite 2000  
San Francisco, CA 94111

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

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

5           76. No extrinsic evidence or parol evidence shall be used to interpret, explain, construe,  
6 contradict, or clarify this Agreement, its terms, the intent of the Parties or their counsel, or the  
7 circumstances under which this Settlement Agreement was made or executed. This Settlement  
8 Agreement supersedes all prior negotiations and agreements. The Parties expressly agree that the  
9 terms and conditions of this Settlement Agreement will control over any other written or oral  
10 agreements.

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

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

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

8 80. The Parties agree that the consideration provided to the Settlement Class and the  
9 other terms of the Settlement Agreement were negotiated at arm's length, in good faith by the  
10 Parties, and reflect a settlement that was reached voluntarily, after consultation with competent  
11 legal counsel, and with the assistance of an independent, neutral mediator.

12 81. The Class Representatives and Class Counsel have concluded that the Settlement  
13 set forth herein constitutes a fair, reasonable, and adequate resolution of the claims that the Class  
14 Representatives asserted against Meta, including the claims on behalf of the Settlement Class, and  
15 that it promotes the best interests of the Settlement Class.

16 82. To the extent permitted by law, all agreements made and orders entered during the  
17 course of the Action relating to the confidentiality of information shall survive this Settlement  
18 Agreement.

19 83. The waiver by one Party of any breach of this Settlement Agreement by any other  
20 Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement  
21 Agreement.

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

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

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

8           87.     This Settlement Agreement was jointly drafted by the Parties. Class  
9 Representatives, Settlement Class Members, and/or Meta shall not be deemed to be the drafters of  
10 this Settlement Agreement or of any particular provision, nor shall they argue that any particular  
11 provision should be construed against its drafter or otherwise resort to the *contra proferentem*  
12 canon of construction. Accordingly, this Settlement Agreement should not be construed in favor  
13 of or against one Party as to the drafter, and the Parties agree that the provisions of California Civil  
14 Code § 1654 and common law principles of construing ambiguities against the drafter shall have  
15 no application.

16           88.     Any and all Exhibits to this Settlement Agreement, which are identified in the  
17 Settlement Agreement and attached hereto, are material and integral parts hereof and are fully  
18 incorporated herein by this reference.

19           89.     This Settlement Agreement shall be governed by and construed in accordance with  
20 the laws of the State of California, without regard to choice of law principles.

21           90.     The headings used in this Settlement Agreement are inserted merely for the  
22 convenience of the reader, and shall not affect the meaning or interpretation of this Settlement  
23 Agreement.

24           91.     In construing this Settlement Agreement, the use of the singular includes the plural  
25 (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

26           92.     Class Representatives and Class Counsel will not issue any press release or  
27 communicate with the media regarding the Settlement or the Action without prior approval of  
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1 Meta. However, if Class Representatives or Class Counsel receive an inquiry from any third party  
2 (excluding Settlement Class Members who identify themselves as such), they may only make  
3 affirmative statements relating to the Settlement as follows: “The parties have reached a mutually  
4 agreeable resolution to a disputed set of class claims that is fair, adequate, and reasonable.” Class  
5 Counsel reserves all rights to communicate with individual members of the Settlement Class to  
6 assist them in understanding the Settlement and nothing herein shall be construed as restricting  
7 those rights and responsibilities. Similarly, nothing in this Agreement will affect Meta’s right to  
8 communicate with individual members of the Settlement Class relating to matters other than the  
9 Action or the proposed Settlement.

10 93. The provision of the confidentiality agreement entered into with respect to the  
11 mediation process concerning this matter is waived for the limited purpose of permitting the Parties  
12 to confirm the details of the mediation process that are included in this Agreement.

13 94. The Class Representatives further acknowledge, agree, and understand that: (i) each  
14 has read and understands the terms of this Agreement; (ii) each has been advised in writing to  
15 consult with an attorney before executing this Agreement; and (iii) each has obtained and  
16 considered such legal counsel as he deems necessary.

17 95. All of the Parties warrant and represent that they are agreeing to the terms of this  
18 Settlement Agreement based upon the legal advice of their respective attorneys, that they have  
19 been afforded the opportunity to discuss the contents of this Settlement Agreement with their  
20 attorneys, and that the terms and conditions of this document are fully understood and voluntarily  
21 accepted.

22 96. Each Party to this Settlement Agreement warrants that he or it is acting upon his or  
23 its independent judgment and upon the advice of his or its counsel, and not in reliance upon any  
24 warranty or representation, express or implied, of any nature or any kind by any other Party, other  
25 than the warranties and representations expressly made in this Settlement Agreement.

26 97. Each Counsel or other person executing this Settlement Agreement or any of its  
27 Exhibits on behalf of any Party hereby warrants that such person has the full authority to do so.

28

1 Class Counsel, on behalf of the Settlement Class, is expressly authorized by the Class  
2 Representatives to take all appropriate action required or permitted to be taken by the Settlement  
3 Class pursuant to this Settlement Agreement to effectuate its terms, and is expressly authorized to  
4 enter into any modifications or amendments to this Settlement Agreement on behalf of the  
5 Settlement Class that Class Counsel and Class Representatives deem appropriate.

6 [Signature page follows]  
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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.

PLAINTIFFS

Dated: May 11, 2022

By: *Lawrence D. Olin*  
Lawrence D. Olin (May 11, 2022 11:34 EDT)  
Lawrence Olin

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Harold Nyanjom

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Sheron Smith-Jackson

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Janice Vega-Latker

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Marc Boehm

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Raven Winham

Dated: \_\_\_\_\_, 2022

META PLATFORMS, INC.  
By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2022

COUNSEL TO META PLATFORMS, INC.  
By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2022

COUNSEL TO PLAINTIFFS  
By: \_\_\_\_\_  
Neal J. Deckant, Bursor & Fisher, P.A.

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duly executed this Settlement Agreement as of the date set forth below.

PLAINTIFFS

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Lawrence Olin

Dated: May 9, 2022

By:   
Harold M. Nyanjom (May 9, 2022 11:39 CDT)  
Harold Nyanjom

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Sheron Smith-Jackson

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Janice Vega-Latker

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Marc Boehm

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Raven Winham

Dated: \_\_\_\_\_, 2022

META PLATFORMS, INC.  
By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2022

COUNSEL TO META PLATFORMS, INC.  
By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2022

COUNSEL TO PLAINTIFFS  
By: \_\_\_\_\_  
Neal J. Deckant, Bursor & Fisher, P.A.

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PLAINTIFFS

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Lawrence Olin

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Harold Nyanjom

Dated: May 9, 2022

By: *sheron smith-Jackson*  
sheron smith-Jackson (May 9, 2022 18:26 CDT)  
Sheron Smith-Jackson

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Janice Vega-Latker

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Marc Boehm

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Raven Winham

Dated: \_\_\_\_\_, 2022

META PLATFORMS, INC.

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

Dated: \_\_\_\_\_, 2022

COUNSEL TO META PLATFORMS, INC.

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

COUNSEL TO PLAINTIFFS

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Neal J. Deckant, Bursor & Fisher, P.A.

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By: \_\_\_\_\_  
Lawrence Olin

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Harold Nyanjom

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Sheron Smith-Jackson

Dated: May 9, 2022

By: Janice Latker  
Janice Vega-Latker

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Marc Boehm

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Raven Winham

Dated: \_\_\_\_\_, 2022

META PLATFORMS, INC.  
By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2022

COUNSEL TO META PLATFORMS, INC.  
By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2022

COUNSEL TO PLAINTIFFS  
By: \_\_\_\_\_  
Neal J. Deckant, Bursor & Fisher, P.A.

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By: \_\_\_\_\_  
Lawrence Olin

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Harold Nyanjom

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Sheron Smith-Jackson

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Janice Vega-Latker

Dated: May 13, 2022

By: Marc Boehm  
Marc Boehm (May 13, 2022 10:12 PDT)  
Marc Boehm

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Raven Winham

Dated: \_\_\_\_\_, 2022

META PLATFORMS, INC.

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

Dated: \_\_\_\_\_, 2022

COUNSEL TO META PLATFORMS, INC.

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

COUNSEL TO PLAINTIFFS

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Neal J. Deckant, Bursor & Fisher, P.A.



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By: \_\_\_\_\_  
Lawrence Olin

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Harold Nyanjom

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Sheron Smith-Jackson

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Janice Vega-Latker

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Marc Boehm

Dated: May 12, 2022

By:   
Raven Winham (May 12, 2022 07:24 PDT)  
Raven Winham

Dated: \_\_\_\_\_, 2022

META PLATFORMS, INC.

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

Dated: \_\_\_\_\_, 2022

COUNSEL TO META PLATFORMS, INC.

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

COUNSEL TO PLAINTIFFS

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Neal J. Deckant, Bursor & Fisher, P.A.



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By: \_\_\_\_\_  
Lawrence Olin

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Harold Nyanjom

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Sheron Smith-Jackson

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Janice Vega-Latker

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Marc Boehm

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Raven Winham

Dated: May 10, 2022 , 2022

META PLATFORMS, INC.

By: *Nikki Stitt Sokol*  
Nikki Stitt Sokol (May 10, 2022 08:36 PDT)

Dated: \_\_\_\_\_ , 2022

COUNSEL TO META PLATFORMS, INC.

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

COUNSEL TO PLAINTIFFS

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Neal J. Deckant, Bursor & Fisher,

P.A.

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By: \_\_\_\_\_  
Lawrence Olin

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Harold Nyanjom

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Sheron Smith-Jackson

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Janice Vega-Latker

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Marc Boehm

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Raven Winham

Dated: \_\_\_\_\_, 2022

META PLATFORMS, INC.

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

Dated: May 12, 2022

COUNSEL TO META PLATFORMS, INC.

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

COUNSEL TO PLAINTIFFS

Dated: May 12, 2022

By:  \_\_\_\_\_  
Neal J. Deckant, Bursor & Fisher, P.A.

**EXHIBIT A**

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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

LAWRENCE OLIN, HAROLD NYANJOM,  
SHERON SMITH-JACKSON, JANICE  
VEGA-LATKER, MARC BOEHM, and  
RAVEN WINHAM, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

FACEBOOK, INC.,

Defendant.

Case No. 3:18-cv-01881-RS (TSH)

**[PROPOSED] FINAL ORDER  
AND JUDGMENT**

1           The Court has considered the Class Action Settlement Agreement (“Settlement  
2 Agreement”) between Plaintiffs Lawrence Olin, Harold Nyanjom, Sheron Smith-Jackson, Janice  
3 Vega-Latker, Marc Boehm, and Raven Winham (“Plaintiffs”) and Defendant Facebook, Inc., now  
4 known as Meta Platforms, Inc. (“Defendant” or “Meta”), dated \_\_\_\_, 2022, the motion for an  
5 order finally approving the Settlement Agreement, the record in this Action, the arguments and  
6 recommendations made by counsel, and the requirements of the law. The Court finds and orders  
7 as follows:

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

9           1.       The Settlement Agreement is approved under Rule 23 of the Federal Rules of Civil  
10 Procedure. The Court finds that the Settlement Agreement and the Settlement it incorporates  
11 appear fair, reasonable, and adequate, and its terms are within the range of reasonableness. The  
12 Settlement Agreement was entered into at arm’s-length by experienced counsel after extensive  
13 negotiations spanning months, including with the assistance of a third-party mediator. The Court  
14 finds that the Settlement Agreement is not the result of collusion.

15           **II. DEFINED TERMS**

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

18           **III. NO ADMISSIONS AND NO EVIDENCE**

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

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 only, the proposed Rule 23(b)(2) Settlement Class meets the requirements for certification under  
9 Rule 23 of the Federal Rules of Civil Procedure: (a) the Settlement Class is so numerous that  
10 joinder of all members is impracticable; (b) there are questions of law or fact common to the  
11 Settlement Class; (c) the claims or defenses of the Settlement Class Representatives are typical of  
12 the claims or defenses of the Settlement Class; (d) Settlement Class Representatives and Class  
13 Counsel will fairly and adequately protect the interests of the Settlement Class because Settlement  
14 Class Representatives have no interests antagonistic to the Settlement Class, and have retained  
15 counsel who are experienced and competent to prosecute this matter on behalf of the Settlement  
16 Class; and (e) the Defendant has acted on grounds that apply generally to the Settlement Class, so  
17 that final injunctive relief is appropriate respecting the Settlement Class as a whole.

18 6. The Settlement Agreement was reached after extensive investigation and motion  
19 practice in the Action, and was the result of protracted negotiations conducted by the Parties, over  
20 the course of several months, including with the assistance of a neutral mediator. Settlement  
21 Class Representatives and Class Counsel maintain that the Action and the claims asserted therein  
22 are meritorious and that Settlement Class Representatives and the Class would have prevailed at  
23 trial. Defendant denies the material factual allegations and legal claims asserted by Settlement  
24 Class Representatives in this Action, maintains that a class would not be certifiable under any  
25 Rule, and that the Settlement Class Representatives and Class Members would not prevail at trial.  
26 Notwithstanding the foregoing, the Parties have agreed to settle the Action pursuant to the  
27 provisions of the Settlement Agreement, after considering, among other things: (a) the benefits to  
28

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

8           7.       The Court accordingly certifies, for settlement purposes only, a class under Rule  
9 23(b)(2), consisting of all persons in the United States who installed the Facebook Messenger and  
10 Facebook Lite apps for Android, and granted Meta permission to access their contacts. Excluded  
11 from the Settlement Class are (i) all Persons who are directors, officers, and agents of Meta or its  
12 subsidiaries and affiliated companies or are designated by Meta as employees of Meta or its  
13 subsidiaries and affiliated companies; and (ii) the Court, the Court's immediate family, and Court  
14 staff, as well as any appellate court to which this matter is ever assigned, and its immediate family  
15 and staff.

## 16 **VI.    NOTICE**

17           8.       Notice of the settlement is not required here. *See* Fed. R. Civ. P. 23(c)(2)(A)  
18 (stating that under Rule 23(b)(2) the court "*may* direct appropriate notice to the class") (emphasis  
19 added). The Court finds that notice also is not required because the Settlement Agreement only  
20 releases claims for injunctive and/or declaratory relief and does not release the monetary or  
21 damages claims of the Class, and thus the settlement expressly preserves the individual  
22 rights of class members to pursue monetary claims against the defendant. *See, e.g., Stathakos v.*  
23 *Columbia Sportswear Co., et al.*, 2018 WL 582564, at \*3-4 (N.D. Cal. Jan. 25, 2018); *Lilly v.*  
24 *Jamba Juice Co.*, 2015 WL 1248027, at \*8-9 (N.D. Cal. Mar. 18, 2015); *Kim v. Space Pencil,*  
25 *Inc.*, 2012 WL 5948951, at \*4, 17 (N.D. Cal. Nov. 28, 2012). Nonetheless, pursuant to the  
26 Settlement Agreement, all documents pertaining to the Settlement, preliminary approval, and  
27



1 final approval (including Plaintiffs’ motion for attorneys’ fees and incentive awards and any  
2 opposition or reply papers thereto), were posted on Class Counsel’s public website.

3 **VII. CLAIMS COVERED AND RELEASES**

4 9. This Order constitutes a full, final and binding resolution between the Class  
5 Representatives’ Releasing Parties, on behalf of themselves and the Settlement Class Members,  
6 and the Released Parties. This Release shall be applied to the maximum extent permitted by law.

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

14 11. Upon the Effective Date and by operation of this Order, the Releasing Parties will  
15 fully, finally, and forever release, relinquish, and discharge the Settlement Class Members’  
16 Released Claims (as well as provide a waiver under California Civil Code Section 1542),  
17 including any and all claims for injunctive and/or declaratory relief of any kind or character, at  
18 law or equity, known or unknown, preliminary or final, under Federal Rule of Civil Procedure  
19 23(b)(2) or any other federal or state law or rule of procedure, from the Releasing Parties’ first  
20 interaction with Meta up until and including the Effective Date, that result from, arise out of, are  
21 based on, or relate in any way to the practices and claims that were alleged in the Action, except  
22 that, notwithstanding the foregoing, the Releasing Parties do not release claims for monetary  
23 relief or damages. The Releasing Parties are forever enjoined from taking any action seeking  
24 injunctive and/or declaratory relief against the Released Parties based on any Settlement Class  
25 Members’ Released Claims.

26 12. Upon the Effective Date and by operation of this Order, Meta will fully, finally,  
27 and forever release, relinquish, and discharge any and all Meta’s Released Claims against the  
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1 Settlement Class Representatives' Releasing Parties, from the Settlement Class Representatives'  
2 first interaction with Meta up until and including the Effective Date, that result from, arise out of,  
3 are based on, or relate in any way to the practices and claims that were alleged in the Action.  
4 Meta is forever enjoined from taking any action seeking any relief against the Settlement Class  
5 Representatives' Releasing Parties based on any of Meta's Released Claims.

6 13. The Settlement Agreement and this Order shall be the exclusive remedy for any  
7 and all Released Claims of the Settlement Class Representatives, Settlement Class Members, and  
8 Meta.

9 **VIII. INJUNCTIVE RELIEF**

10 14. Meta shall delete all Call and Text History Data uploaded from persons in the  
11 United States through the Facebook Messenger or Facebook Lite apps for Android devices that  
12 Meta is not otherwise legally obligated to preserve by jurisdictions outside of the United States  
13 within 45 days of the effective date (which shall be seven (7) days after the final settlement  
14 approval order and final judgment have been entered and become Final). Any data retained  
15 because of continuing legal obligations will be quarantined in access-controlled data warehouse  
16 tables that are segregated from any systems used or accessed in the ordinary course of Meta's  
17 business, and access to this data is limited to Meta's Legal team. Any such data will be preserved  
18 and used solely in connection with any legal obligations and not for any business use, and Meta  
19 will delete all such data within 45 days of the expiration of any legal obligation to preserve it.

20 **IX. ATTORNEYS' FEES AND EXPENSES AND INCENTIVE AWARDS**

21 15. The Court's decision regarding the payment of attorneys' fees and expenses to  
22 Class Counsel and incentive awards to the Settlement Class Representatives is addressed in a  
23 separate order.

24 **X. AUTHORIZATION TO PARTIES TO IMPLEMENT AGREEMENT AND**  
25 **MODIFICATIONS OF AGREEMENT**

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

5 **XI. TERMINATION**

6 17. In the event that the Settlement Agreement is terminated pursuant to the terms of  
7 the Settlement Agreement, (a) the Settlement Agreement and this Order shall become void, shall  
8 have no further force or effect, and shall not be used in any action or other proceedings for any  
9 purpose other than as may be necessary to enforce the terms of the Settlement Agreement that  
10 survive termination; (b) this matter will revert to the status that existed before execution of the  
11 Settlement Agreement; and (c) no term or draft of the Settlement Agreement or any part of the  
12 Parties' settlement discussions, negotiations, or documentation (including any briefs filed in  
13 support of preliminary or final approval of the Settlement) shall (i) be admissible into evidence  
14 for any purpose in any action or other proceeding other than as may be necessary to enforce the  
15 terms of the Settlement Agreement that survive termination, (ii) be deemed an admission or  
16 concession by any Party regarding the validity of any Released Claim or the propriety of  
17 certifying any class against Meta, or (iii) be deemed an admission or concession by any Party  
18 regarding the truth or falsity of any facts alleged in the Action or the availability or lack of  
19 availability of any defense to the Released Claims.

20 **XII. RETENTION OF JURISDICTION**

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

25 **XIII. FINAL JUDGMENT AND DISMISSAL WITH PREJUDICE**

26 19. By operation of this Order, this Action is hereby dismissed with prejudice.  
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DATED: \_\_\_\_\_

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Hon. Richard Seeborg  
Chief United States District Judge

**EXHIBIT B**

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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

LAWRENCE OLIN, HAROLD NYANJOM,  
SHERON SMITH-JACKSON, JANICE  
VEGA-LATKER, MARC BOEHM, and  
RAVEN WINHAM, individually and on  
behalf of all others similarly situated,

Plaintiffs,

v.

FACEBOOK, INC.,

Defendant.

Case No. 3:18-cv-01881-RS (TSH)

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

1 Before the Court is the Motion for Preliminary Approval of Class Settlement  
2 Agreement (“Motion”), filed by Plaintiffs Lawrence Olin, Harold Nyanjom, Sheron Smith-  
3 Jackson, Janice Vega-Latker, Marc Boehm, and Raven Winham (“Plaintiffs”). Plaintiffs and  
4 Defendant Facebook, Inc., now known as Meta Platforms, Inc. (“Defendant” or “Meta”), have  
5 entered into a Class Settlement Agreement, dated \_\_\_\_\_, 2022 (“Settlement Agreement”).  
6 Having thoroughly reviewed the Settlement Agreement and exhibits thereto, the Motion, and  
7 the papers and arguments in connection therewith, and good cause appearing, the Court hereby  
8 ORDERS as follows:

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

11 2. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C.  
12 § 1332(d), and has personal jurisdiction over the Parties and the Settlement Class Members.  
13 Venue is proper in this District.

14 3. The Motion is GRANTED.

15 4. The Court hereby preliminarily approves the Settlement Agreement and the  
16 terms embodied therein pursuant to Fed. R. Civ. P. 23(e)(1). The Court finds that it will likely  
17 be able to approve the Settlement Agreement under Fed. R. Civ. P. 23(e)(2) and to certify the  
18 Settlement Class for purposes of judgment on the proposed Settlement. The Court  
19 preliminarily finds that the Settlement Agreement is fair, reasonable, and adequate as to the  
20 Settlement Class Members under the relevant considerations. The Court finds that the  
21 Settlement Class Representatives and Interim Class Counsel have adequately represented, and  
22 will continue to adequately represent, the Settlement Class. The Court further finds that the  
23 Settlement Agreement is the product of arms’ length negotiations by the Parties through the use  
24 of an experienced mediator, Judge Wayne R. Andersen (Ret.) of JAMS Chicago, and an  
25 additional eight months of extensive settlement discussions. The Court preliminarily finds that  
26 the relief provided is adequate taking into account, *inter alia*, the costs, risks, and delay of trial  
27 and appeal, and the alleged harm to Settlement Class Members. The Court preliminarily finds  
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1 that the Settlement Agreement treats the Settlement Class Members equitably relative to each  
2 other.

3 5. The Court hereby provisionally certifies, for settlement purposes only, a  
4 “Settlement Class,” pursuant to Fed. R. Civ. P. 23(a) and 23(b)(2), consisting of:

5 All persons in the United States who installed the Facebook  
6 Messenger and Facebook Lite apps for Android, and granted Meta  
7 permission to access their contacts.

8 6. The Court finds that for settlement purposes only, the Settlement Class, as  
9 defined above, meets the requirements for class certification under Fed. R. Civ. P. 23(a) and  
10 23(b)(2)—namely, that (1) the Settlement Class Members are sufficiently numerous such that  
11 joinder is impracticable; (2) there are common questions of law and fact; (3) the Settlement  
12 Class Representatives’ claims are typical of those of the Settlement Class Members; (4) the  
13 Settlement Class Representatives and Interim Class Counsel have adequately represented, and  
14 will continue to adequately represent, the interests of the Settlement Class Members; and (5)  
15 for purposes of settlement, the Settlement Class meets the predominance and superiority  
16 requirements of Fed. R. Civ. P. 23(b).

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

21 8. The Court hereby appoints Plaintiffs Lawrence Olin, Harold Nyanjom, Sheron  
22 Smith-Jackson, Janice Vega-Latker, Marc Boehm, and Raven Winham as Class  
23 Representatives to represent the Settlement Class.

24 9. The Court hereby appoints the law firm of Bursor & Fisher, P.A. as Class  
25 Counsel for the Settlement Class.

26 10. Notice of the settlement is not required here. *See* Fed. R. Civ. P. 23(c)(2)(A)  
27 (stating that under Rule 23(b)(2) the court “*may* direct appropriate notice to the class”)  
28 (emphasis added). The Court finds that notice also is not required because the Settlement



1 Agreement only releases claims for injunctive and/or declaratory relief and does not release the  
2 monetary or damages claims of the Class, and thus the settlement expressly preserves the  
3 individual rights of class members to pursue monetary claims against the Defendant. *See, e.g.,*  
4 *Stathakos v. Columbia Sportswear Co., et al.*, 2018 WL 582564, at \*3-4 (N.D. Cal. Jan. 25,  
5 2018); *Lilly v. Jamba Juice Co.*, 2015 WL 1248027, at \*8-9 (N.D. Cal. Mar. 18, 2015); *Kim v.*  
6 *Space Pencil, Inc.*, 2012 WL 5948951, at \*4, 17 (N.D. Cal. Nov. 28, 2012). Nonetheless,  
7 pursuant to the Settlement Agreement, all documents pertaining to the Settlement, preliminary  
8 approval, and final approval (including Plaintiffs' motion for attorneys' fees and incentive  
9 awards and any opposition or reply papers thereto), shall be posted on Class Counsel's public  
10 website (<http://www.https://www.bursor.com/>).

11 11. The Court finds that the CAFA Notice sent by Meta complied with 28 U.S.C. §  
12 1715 and all other provisions of the Class Action Fairness Act of 2005.

13 12. Each Settlement Class Member shall be given a full opportunity to comment on  
14 or object to the Settlement Agreement, and to participate at a Final Approval Hearing.  
15 Comments or objections must be in writing, and must include (1) the name and case number of  
16 the Action (*Olin et al. v. Facebook, Inc.*, Case No. 18-cv-01881-RS); (2) the Settlement Class  
17 Member's full legal name and mailing address; (3) the personal signature of the Settlement  
18 Class member; (4) the grounds for any objection; (5) the name and contact information of any  
19 and all attorneys representing, advising, or assisting with the comment or objection, or who  
20 may profit from pursuing any objection; and (6) a statement indicating whether the Settlement  
21 Class Member intends to appear at the Final Approval Hearing, either personally or through  
22 counsel.

23 13. To be considered, written comments or objections must be submitted to the  
24 Court either by mailing them to Class Action Clerk, United States District Court for the  
25 Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, or by  
26 filing them in person at any location of the United States District Court for the Northern  
27 District of California, within 60 days after the entry of this Order. No Class Member shall be  
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1 entitled to be heard at the Final Approval Hearing, whether individually or through counsel,  
2 unless written notice of the Class Member’s intention to appear at the Final Approval Hearing  
3 is timely filed, or postmarked for mail to the Court within 60 days after date of entry of this  
4 Order.

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

11 15. The Court will hold a final approval hearing on \_\_\_\_\_, 2022 at \_\_\_\_\_  
12 a.m./p.m, in the United States District Court for the Northern District of California, San  
13 Francisco Courthouse, Courtroom 3 – 17<sup>th</sup> Floor, 450 Golden Gate Avenue, San Francisco, CA  
14 94102. The purposes of the final approval hearing will be to: (i) determine whether the  
15 proposed Settlement Agreement should be finally approved by the Court as fair, reasonable,  
16 adequate, and in the best interests of the Settlement Class; (ii) determine whether judgment  
17 should be entered pursuant to the Settlement Agreement, dismissing the Action with prejudice  
18 and releasing the Released Persons of all claims stated in Section 6.1 of the Settlement  
19 Agreement; (iii) determine whether the Settlement Class should be finally certified; (iv) rule on  
20 Class Counsel’s motion for attorneys’ fees, costs and service awards; (v) consider any properly  
21 filed objections; and (vi) consider any other matters necessary in connection with the final  
22 approval of the Settlement Agreement.

23 16. Class Counsel’s application for attorneys’ fees, costs and expenses shall be filed  
24 and served no later than thirty (30) days after the Court’s order of preliminary approval. Any  
25 opposition, comment, or objection shall be filed no later than sixty (60) days after the Court’s  
26 order of preliminary approval. Any reply shall be filed no later than seventy-four (74) days  
27 after the Court’s order of preliminary approval.  
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1           17.     The motion in support of final approval of the settlement shall be filed and  
2 served no later than thirty (30) days after the Court’s order of preliminary approval. Any  
3 opposition or objection shall be filed no later than sixty (60) days after the Court’s order of  
4 preliminary approval. Any reply shall be filed no later than seventy-four (74) days after the  
5 Court’s order of preliminary approval.

6           18.     The Court may, in its discretion, modify the date and/or time of the final  
7 approval hearing, and may order that this hearing be held remotely or telephonically. In the  
8 event the Court changes the date, time, and/or the format of the final approval hearing, the  
9 Parties shall ensure that the updated information is posted on the Class Counsel’s public  
10 website.

11           19.     If the Settlement Agreement, including any amendment made in accordance  
12 therewith, is not approved by the Court or shall not become effective for any reason  
13 whatsoever, the Settlement Agreement and any actions taken or to be taken in connection  
14 therewith (including this Preliminary Approval Order and any judgment entered herein), shall  
15 be terminated and shall become null and void and of no further force and effect except for  
16 (i) any obligations to pay for any expense incurred in connection with Notice and Other  
17 Administration Costs as set forth in the Settlement Agreement, and (ii) any other obligations or  
18 provisions that are expressly designated in the Settlement Agreement to survive the termination  
19 of the Settlement Agreement.

20           20.     Other than such proceedings as may be necessary to carry out the terms and  
21 conditions of the Settlement Agreement, all proceedings in the Action are hereby stayed and  
22 suspended until further order of this Court.

23           21.     Pending final determination of whether the Settlement Agreement should be  
24 finally approved, Plaintiffs and all Settlement Class Members are barred and enjoined from  
25 filing, commencing, prosecuting, or enforcing any action against the Released Parties insofar as  
26 such action asserts claims stated in Section VI of the Settlement Agreement, directly or  
27 indirectly, in any judicial, administrative, arbitral, or other forum. This bar and injunction is  
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1 necessary to protect and effectuate the Settlement Agreement and this Preliminary Approval  
2 Order, and this Court’s authority to effectuate the Settlement, and is ordered in aid of this  
3 Court’s jurisdiction.

4 22. This Preliminary Approval Order, the Settlement Agreement, the fact that a  
5 settlement was reached and filed, and all negotiations, statements, agreements, and proceedings  
6 relating to the Settlement, and any matters arising in connection with settlement negotiations,  
7 proceedings, or agreements shall not constitute, be described as, construed as, used as, offered  
8 or received against Meta as evidence or an admission or concession of: (a) the truth of any fact  
9 alleged by Plaintiffs in the Action; (b) any liability, negligence, fault, or wrongdoing of Meta or  
10 breach of any duty on the part of Meta; or (c) that this Action or any other action may be  
11 properly certified as a class action for litigation, non-settlement purposes. This order is not a  
12 finding of the validity or invalidity of any of the claims asserted or defenses raised in the  
13 Action.

14 23. The Court retains jurisdiction over this Action to consider all further matters  
15 arising out of or connected with the Settlement, including enforcement of the Release provided  
16 for in the Settlement Agreement.

17 24. The Parties are directed to take all necessary and appropriate steps to establish  
18 the means necessary to implement the Settlement Agreement according to its terms should it be  
19 finally approved.

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

24  
25 IT IS SO ORDERED.

26 Date: \_\_\_\_\_

27 \_\_\_\_\_  
28 Hon. Richard Seeborg  
Chief United States District Judge



**Olin v. Facebook: Lodestar Through 8/30/22**

<b>ATTY</b>	<b>HOURS</b>	<b>RATE</b>	<b>TOTAL</b>
SAB	6.7	\$ 1,000.00	\$6,700.00
LTF	68.4	\$ 1,000.00	\$68,400.00
JIM	2.4	\$ 950.00	\$2,280.00
JDS	4.9	\$ 900.00	\$4,410.00
JDA	426.0	\$ 875.00	\$372,750.00
NJD	555.0	\$ 775.00	\$430,125.00
PLF	2.0	\$ 700.00	\$1,400.00
AML	614.2	\$ 650.00	\$399,230.00
MSR	4.1	\$ 375.00	\$1,537.50
DLS	39.4	\$ 300.00	\$11,820.00
RSR	7.0	\$ 300.00	\$2,100.00
EMW	1.0	\$ 300.00	\$300.00
MCS	44.4	\$ 300.00	\$13,320.00
JGM	0.8	\$ 300.00	\$240.00
SER	15.9	\$ 275.00	\$4,372.50
JMF	8.1	\$ 275.00	\$2,227.50
AJR	0.2	\$ 275.00	\$55.00

1800.5

\$1,321,267.50

Expenses: \$98,042.01

**Total: \$1,419,309.51**

DATE	Matter	M No.	Initials	Description	Time
2018.03.26	Facebook Data Scrape	280	AML	Team call.	0.8
2018.03.26	Facebook Data Scrape	280	JDA	Team call re next steps.	0.8
2018.03.26	Facebook Data Scrape	280	JIM	Call w/ SAB, NJD, AML, JDA re Facebook.	0.8
2018.03.26	Facebook Data Scrape	280	NJD	Call w/ S. Bursor, J. Marchese, J. Arisohn, and A. Leslie re Facebook complaint.	0.8
2018.03.26	Facebook Data Scrape	280	SAB	Conf. w. N. Deckant, J. Arisohn, A. Leslie, J. Marchese re Facebook scraping call log data from Android phones.	0.8
2018.03.27	Facebook Data Scrape	280	AML	Research re complaint, team meeting re same.	6.3
2018.03.27	Facebook Data Scrape	280	AML	Reached out to clients re [PRIVILIGED]; final proofread of draft complaint.	2.3
2018.03.27	Facebook Data Scrape	280	DLS	Prepared supporting documents and finalized and filed complaint.	1.3
2018.03.27	Facebook Data Scrape	280	JDA	Research for complaint.	6.9
2018.03.27	Facebook Data Scrape	280	LTF	Discussed new complaint with Neal Deckant, Debbie Schroeder and Scott Bursor.	0.3
2018.03.27	Facebook Data Scrape	280	NJD	Drafting and filing of complaint, call with team re same.	8.4
2018.03.27	Facebook Data Scrape	280	SAB	Team meeting re drafting complaint and strategy .	0.3
2018.03.28	Facebook Data Scrape	280	AML	Drafted motion to relate.	3.4
2018.03.28	Facebook Data Scrape	280	DLS	Fixed formatting, finalized and filed and served motion to relate.	2.0
2018.03.28	Facebook Data Scrape	280	JDA	Research re class members.	2.9
2018.03.28	Facebook Data Scrape	280	LTF	Reviewed class member emails regarding complaint, discussed them with Neal Deckant and Debbie Schroeder and reviewed email from Facebook's counsel and exchanged emails with Mr. Deckant and Josh Arisohn regarding same.	0.4
2018.03.28	Facebook Data Scrape	280	MCS	Send Demand Letter, send Documents to First Legal for service.	0.7
2018.03.28	Facebook Data Scrape	280	NJD	Further PSI. Review of client document productions. Review and discussion of complaint amendments. Reviewed rules of judge. Checked CMC dates, etc.	3.4
2018.03.28	Facebook Data Scrape	280	NJD	Dealt with Morgan & Morgan copycat. Prepared administrative motion to relate with AL.	1.4
2018.03.28	Facebook Data Scrape	280	NJD	Reviewed service rules, arranged for service with DS.	0.3
2018.03.29	Facebook Data Scrape	280	AML	Research re 23(g) motion (1.9); Drafted 23(g) motion and declaration (5.5).	7.4
2018.03.29	Facebook Data Scrape	280	DLS	Fixed formatting, finalized and filed and served 23 (g) motion.	2.0
2018.03.29	Facebook Data Scrape	280	JDA	Research copycats.	0.5
2018.03.29	Facebook Data Scrape	280	JDA	Call with opposing counsel and follow discussions team.	1.5
2018.03.29	Facebook Data Scrape	280	LTF	Reviewed and circulated emails from potential clients.	0.2
2018.03.29	Facebook Data Scrape	280	NJD	Researched declination to magistrate. Prepared forms, discussed internally.	2.5
2018.03.29	Facebook Data Scrape	280	NJD	Drafted 23(g) with AL. Discussed with JA, DS. Arranged for filing.	2.3
2018.03.29	Facebook Data Scrape	280	NJD	Conference call with JA, Latham lawyers. Includes prep and debriefing with AL.	0.5
2018.03.29	Facebook Data Scrape	280	RSR	Prepared tables for 23(g) motion (.6).	0.6
2018.03.30	Facebook Data Scrape	280	DLS	Filed declination of magistrate.	0.3

2018.03.30 Facebook Data Scrape	280	LTF	Discussion with Neal Deckant regarding magistrate judge (.3); dealt with additional potential clients (.1); email exchange with J. Watson regarding call to discuss coordination and exchanged emails with Mr. Deckant regarding same (.2).	0.6
2018.03.30 Facebook Data Scrape	280	NJD	Finalizing and filing declination form. Discussion with YOK and LTF re same. Monitored reassignment, discussion with DS re re-noticing motions.	1.4
2018.03.30 Facebook Data Scrape	280	NJD	Monitoring discussions with Morgan & Morgan. Confer with internal team re same.	1.8
2018.03.31 Facebook Data Scrape	280	LTF	Email exchange with co-counsel regarding potential client lead.	0.1
2018.04.01 Facebook Data Scrape	280	LTF	Email exchange with co-counsel regarding potential client lead.	0.1
2018.04.02 Facebook Data Scrape	280	AML	Call w/ Yanchunis (0.3); updated admin motion to relate and 23(g) motion (2.9).	3.2
2018.04.02 Facebook Data Scrape	280	JDA	Call with counsel in copycat case.	0.3
2018.04.02 Facebook Data Scrape	280	LTF	Reviewed class member emails and exchanged emails with Neal Deckant regarding same.	0.2
2018.04.02 Facebook Data Scrape	280	NJD	Discussion with JA re call with Morgan & Morgan. Discussion with SAB re overall goals, communicated.	0.4
2018.04.02 Facebook Data Scrape	280	NJD	Reassigned to Judge Seeborg. Research, and calendaring new CMC and motion dates.	1.1
2018.04.02 Facebook Data Scrape	280	NJD	Discussion with and DS re re-filing 23(g) and motion to relate. Reviewed final drafts.	0.7
2018.04.02 Facebook Data Scrape	280	NJD	Prepare and attend conference call with defense counsel re coordination. Debriefing.	0.5
2018.04.03 Facebook Data Scrape	280	DLS	Made edits to Re-notice motion; finalized and filed.	1.0
2018.04.03 Facebook Data Scrape	280	MCS	Prep Chamber Copy.	0.3
2018.04.03 Facebook Data Scrape	280	NJD	Re-notice of 23(g). Figuring out procedural issues with team.	1.9
2018.04.04 Facebook Data Scrape	280	LTF	Email exchange with co-counsel regarding potential client lead.	0.1
2018.04.05 Facebook Data Scrape	280	LTF	Email exchange with co-counsel regarding potential client lead.	0.2
2018.04.05 Facebook Data Scrape	280	NJD	Attention to class member outreach.	2.6
2018.04.10 Facebook Data Scrape	280	LTF	Reviewed response to motion to relate cases and sent it to co-counsel.	0.1
2018.04.11 Facebook Data Scrape	280	AML	Drafted motion to relate re: Tracy v. Facebook.	1.8
2018.04.11 Facebook Data Scrape	280	DLS	Finalized and filed motion to relate case; email proposed order to Judge.	1.0
2018.04.13 Facebook Data Scrape	280	LTF	Dealt with class member inquiry.	0.1
2018.04.17 Facebook Data Scrape	280	AML	23g reply brief drafting (4.4) and research (3.4).	7.8
2018.04.17 Facebook Data Scrape	280	NJD	Reviewed motion to relate order.	0.1
2018.04.18 Facebook Data Scrape	280	AML	23g reply drafting.	5.1
2018.04.18 Facebook Data Scrape	280	JDA	Review 23(g) filings and discuss with A. Leslie.	2.5
2018.04.18 Facebook Data Scrape	280	NJD	Review and redline draft 23(g) reply.	2.8
2018.04.19 Facebook Data Scrape	280	AML	Final edits and review of 23g reply brief.	4.7
2018.04.19 Facebook Data Scrape	280	JDA	Revise 23(g)(3) reply.	5.0
2018.04.19 Facebook Data Scrape	280	LTF	Assisted with filing 23(g) reply brief and reviewed reply brief.	0.2
2018.04.19 Facebook Data Scrape	280	MCS	Finalize and file 23(g) reply.	1.3
2018.04.19 Facebook Data Scrape	280	NJD	Review and coordinating on 23(g) reply.	2.5



2018.04.20 Facebook Data Scrape	280	SAB	Read 23g briefing. Call with K. Hannon regarding motion to consolidate, discussed same with Josh Arisohn and exchanged emails with K. Hannon (.3); reviewed motion to consolidate and saved it to	1.5
2018.04.27 Facebook Data Scrape	280	LTF	Box (.2).	0.5
2018.05.02 Facebook Data Scrape	280	AML	Call w/ potential class member.	0.5
2018.05.02 Facebook Data Scrape	280	MCS	Send out retainers.	0.5
2018.05.10 Facebook Data Scrape	280	LTF	Reviewed competing 23(g) motion and circulated it to Josh Arisohn and Debbie Schroeder.	0.3
2018.05.10 Facebook Data Scrape	280	NJD	Researched 23(g) status, filing deadlines, hearing dates, etc.	0.9
2018.05.11 Facebook Data Scrape	280	AML	Analyzed Tracy 23(g) motion (1.5); Research re: 23(g) briefing (5.6).	7.1
2018.05.11 Facebook Data Scrape	280	JDA	Review 23(g)(3) filing and discuss strategy with team.	1.1
2018.05.11 Facebook Data Scrape	280	LTF	Review/discussed 23(g) motions with Josh Arisohn. Analyzed competing lead counsel application (.8); multiple confs. w/ J. Arisohn et al re	1.1
2018.05.11 Facebook Data Scrape	280	SAB	same (1.0).	1.8
2018.05.16 Facebook Data Scrape	280	AML	23(g) opp research/drafting.	4.3
2018.05.16 Facebook Data Scrape	280	NJD	Drafted opposition to the Tracy 23(g).	5.6
2018.05.17 Facebook Data Scrape	280	AML	23g oppn research; edits to motion.	2.9
2018.05.17 Facebook Data Scrape	280	JDA	Reviewed and edited 23(g) opp'n draft.	2.5
2018.05.17 Facebook Data Scrape	280	NJD	Revisions to the opposition to the Tracy 23(g) motion.	2.5
2018.05.18 Facebook Data Scrape	280	AML	23g oppn edits to motion.	2.2
2018.05.18 Facebook Data Scrape	280	JDA	Review and edit 23(g) opp'n draft.	3.5
2018.05.18 Facebook Data Scrape	280	NJD	Further edits to the Tracy 23(g) opposition.	2.6
2018.05.21 Facebook Data Scrape	280	AML	sealing motion (3.1); LTF decl. (2.8).	5.9
2018.05.21 Facebook Data Scrape	280	LTF	Discussed opposition to 23(g) with Debbie Schroeder.	0.2
2018.05.21 Facebook Data Scrape	280	NJD	Working on attorney declaration with JDA and AML.	1.0
2018.05.22 Facebook Data Scrape	280	AML	Research re sealing motion (1.9); drafted sealing motion and declaration (3.1).	5.0
2018.05.22 Facebook Data Scrape	280	DLS	Discussion with Tim, Alec and Neal Re opposition brief. Discussed 23(g) opposition game plan with Neal Deckant, Alec Leslie, Josh Arisohn,	0.5
2018.05.22 Facebook Data Scrape	280	LTF	Thomas Reyda and Debbie Schroeder.	0.8
2018.05.22 Facebook Data Scrape	280	NJD	Finalizing Fisher Declaration to Tracy 23(g) opposition. Discussed sealing issues with Alec Leslie, Josh Arisohn, Thomas Reyda and Debbie	0.8
2018.05.23 Facebook Data Scrape	280	LTF	Schroeder.	0.6
2018.05.23 Facebook Data Scrape	280	RSR	Formatted oppn to Tracy 23(g) and prepared tables (1).	1.0
2018.05.24 Facebook Data Scrape	280	AML	Final proofread/edits to 23(g) opposition and LTF declaration.	4.6
2018.05.24 Facebook Data Scrape	280	DLS	Finalized and filed opposition brief; served by email.	1.2
2018.05.24 Facebook Data Scrape	280	LTF	Reviewed opposition to 23(g) motion and assisted with finalizing and filing brief and declaration and discussed same with Alec Leslie, Debbie Schroeder and Molly Sasseen.	2.3

2018.05.24	Facebook Data Scrape	280	MCS	Assist with Filing, create 'in camera' exhibit page, load exhibits onto thumb drive, send chambers copy.	2.0
2018.05.24	Facebook Data Scrape	280	NJD	Assisting with finalizing and filing.	2.9
2018.06.01	Facebook Data Scrape	280	AML	Reviewed Tracy 23(g) reply.	0.7
2018.06.05	Facebook Data Scrape	280	AML	Spoke w clients re: [PRIVILEGED].	0.8
2018.06.05	Facebook Data Scrape	280	NJD	Research into 26(f) dates and the upcoming CMC. Discussed at length internally. Sent an email to all parties recommending that we hold off on the 26(f) conference until the 6/13 hearing on the 23(g) motions. Several rounds of correspondence. Also fielded question about an extension from defense counsel.	2.2
2018.06.05	Facebook Data Scrape	280	NJD	Further discussion with JDA regarding defense counsel's request for an extension. Several rounds of emails.	0.7
2018.06.06	Facebook Data Scrape	280	AML	Prepared ADR cert forms.	0.3
2018.06.06	Facebook Data Scrape	280	JDA	Discuss scheduling with team.	0.5
2018.06.06	Facebook Data Scrape	280	LTF	Email exchange with opposing counsel regarding stipulation to vacate CMC.	0.1
2018.06.07	Facebook Data Scrape	280	NJD	Dealing with scheduling 26(f) dates.	0.3
2018.06.07	Facebook Data Scrape	280	NJD	Handled finalization of the stipulation to extend time to respond to complaint.	0.5
2018.06.07	Facebook Data Scrape	280	NJD	Research and prep for the 23(g) hearing.	2.6
2018.06.08	Facebook Data Scrape	280	LTF	Reviewed briefs and asked Molly Sasseen to prepare hearing books.	0.7
2018.06.08	Facebook Data Scrape	280	MCS	Create TOC for LTF's hearing book (.5), review with DLS (.2), revise (.3).	1.0
2018.06.11	Facebook Data Scrape	280	LTF	Prepared for 23(g) hearing.	3.1
2018.06.11	Facebook Data Scrape	280	MCS	Prep Hearing Book for LTF (1), make motion to consolidate book TOC and confer with NJD (.5), Prep Motion to Consolidate book (1).	2.5
2018.06.12	Facebook Data Scrape	280	JDA	Discuss 23(g) hearing with T. Fisher.	0.3
2018.06.12	Facebook Data Scrape	280	LTF	Call with Neal Deckant and Josh Arisohn regarding 23(g) hearing (.3); prepared for hearing (3.2).	3.5
2018.06.12	Facebook Data Scrape	280	MCS	Create Preliminary master diaries set, both with and without hourly rates (1.5), hours summary so far (.7).	2.2
2018.06.13	Facebook Data Scrape	280	LTF	Traveled to S.F. for 23(g) hearing, attended hearing, returned to Walnut Creek and reported on hearing to Josh Arisohn, Neal Deckant and Alec Leslie.	4.5
2018.06.20	Facebook Data Scrape	280	AML	Call w client re [PRIVILEGED].	0.4
2018.06.21	Facebook Data Scrape	280	LTF	Reviewed email from John Yankunis and discussed it with Josh Arisohn.	0.2
2018.06.22	Facebook Data Scrape	280	DLS	Email with Court Reporter; prepared check for transcript.	0.7
2018.06.22	Facebook Data Scrape	280	MCS	Transcript Request.	0.5
2018.06.26	Facebook Data Scrape	280	AML	Analyzed order granting 23(g) motion (0.8); conferred w/ JDA and NJD re next steps (0.5).	1.3
2018.06.26	Facebook Data Scrape	280	JDA	Review order from court and discuss same with team.	1.3
2018.06.26	Facebook Data Scrape	280	JDA	Coordinate drafting FAC with team.	0.5

2018.06.26	Facebook Data Scrape	280	JIM	Review order on consolidation and appointment of interim lead counsel, and confer with J. Arisohn about next steps for litigation strategy.	1.6
2018.06.26	Facebook Data Scrape	280	LTF	Reviewed 23(g) order and exchanged emails with co-counsel.	0.4
2018.06.27	Facebook Data Scrape	280	AML	Research re amended complaint.	3.1
2018.06.27	Facebook Data Scrape	280	LTF	Discussed 23(g) order with Scott Bursor.	0.1
2018.06.28	Facebook Data Scrape	280	AML	Responded to potential class member emails.	1.9
2018.06.29	Facebook Data Scrape	280	AML	Conferred w/ Lawrence Olin re [PRIVILEGED].	0.5
2018.07.02	Facebook Data Scrape	280	AML	Research for amended complaint.	4.3
2018.07.02	Facebook Data Scrape	280	JDA	Research re amended complaint (4.4); discussed same with NJD (0.6).	5.0
2018.07.02	Facebook Data Scrape	280	NJD	Research into [WORK PRODUCT]. Discussed internally.	3.2
2018.07.02	Facebook Data Scrape	280	NJD	Further research for amended complaint. Discussed [PRIVILEGED] with AML, drafted [WORK PRODUCT].	1.2
2018.07.10	Facebook Data Scrape	280	AML	Amended complaint drafting/research.	4.9
2018.07.10	Facebook Data Scrape	280	NJD	Drafting amended complaint with AML and JDA.	4.5
2018.07.11	Facebook Data Scrape	280	AML	Amended complaint drafting/research.	2.9
2018.07.11	Facebook Data Scrape	280	AML	Amended complaint draft/research.	2.7
2018.07.11	Facebook Data Scrape	280	NJD	Amended complaint drafting and research.	3.1
2018.07.12	Facebook Data Scrape	280	AML	Final edits to complaint; spoke with clients re [PRIVILEGED].	3.2
2018.07.12	Facebook Data Scrape	280	JDA	Review FAC.	0.9
2018.07.12	Facebook Data Scrape	280	MSR	Proofread complaint.	4.1
2018.07.12	Facebook Data Scrape	280	NJD	Further work on amended complaint with AML. Reviewed, redlined. Responded to several rounds of follow-up questions. Assisting with finalizing the document.	2.4
2018.07.12	Facebook Data Scrape	280	RSR	Proofread FAC .	1.8
2018.07.13	Facebook Data Scrape	280	DLS	Finalized and file amended complaint.	0.5
2018.07.13	Facebook Data Scrape	280	NJD	Finalizing and filing amended complaint.	2.9
2018.07.15	Facebook Data Scrape	280	LTF	Reviewed email from Kevin Hannon.	0.1
2018.07.17	Facebook Data Scrape	280	LTF	Discussed Hannon email with Alec Leslie.	0.2
2018.08.15	Facebook Data Scrape	280	NJD	Reviewed case filings and news articles related to Plaintiffs' allegations.	2.3
2018.08.29	Facebook Data Scrape	280	NJD	Scheduling 26(f) conference with JDA.	0.4
2018.08.30	Facebook Data Scrape	280	LTF	Reviewed emails and stipulation regarding amended complaint, motion to dismiss and 26(f) conference.	1.2
2018.09.07	Facebook Data Scrape	280	NJD	Review and discussion of Tracy motion to sever. Sent email to Tracy's counsel regarding an incorrect noticed hearing date.	0.4
2018.09.12	Facebook Data Scrape	280	AML	Analyzed mtn to sever.	3.2
2018.09.12	Facebook Data Scrape	280	AML	Drafted discovery requests.	3.8
2018.09.12	Facebook Data Scrape	280	NJD	Review and correspondence regarding David Gorkin's cases.	0.8
2018.09.12	Facebook Data Scrape	280	NJD	Planning and research for opposition to motion to sever.	1.7

2018.09.12 Facebook Data Scrape	280	NJD	Following up with claims administrators regarding [WORK PRODUCT].	0.7
2018.09.17 Facebook Data Scrape	280	NJD	Opposing motion to sever. Completed first draft. Sent to AML for finalization.	9.6
2018.09.18 Facebook Data Scrape	280	AML	Discovery requests (3.9); mtn to sever edits (2.3).	6.2
2018.09.18 Facebook Data Scrape	280	JDA	Review and revise opposition to motion to sever.	3.5
2018.09.18 Facebook Data Scrape	280	NJD	Finished second draft of motion to sever. Incorporated edits and suggestions by AML and JDA.	2.9
2018.09.19 Facebook Data Scrape	280	AML	Finalized discovery responses and drafted LTF decl in oppn to mtn to sever.	6.9
2018.09.19 Facebook Data Scrape	280	AML	Finished first draft of RFPs and ROGs.	3.8
2018.09.20 Facebook Data Scrape	280	AML	Finalized mtn to sever opp, declaration, and exhibits.	2.9
2018.09.21 Facebook Data Scrape	280	DLS	Finalized and filed opposition to motion to sever.	0.7
2018.09.21 Facebook Data Scrape	280	LTF	Call with David Godkin regarding possible overlap between San Mateo case and our case.	0.3
2018.09.21 Facebook Data Scrape	280	LTF	Assisted with finalized and fling opposition to motion to sever.	2.4
2018.09.24 Facebook Data Scrape	280	JDA	Confer w/ SAB re 26f conference.	0.9
2018.09.24 Facebook Data Scrape	280	NJD	Prepare and attend 26(f) conference with defense counsel.	1.4
2018.09.24 Facebook Data Scrape	280	NJD	Reviewing, revising, finalizing and serving RFPs and Rogs.	4.4
2018.09.24 Facebook Data Scrape	280	SAB	Video conf. w/ J. Arisohn re strategy for the 26f conference.	0.9
2018.09.25 Facebook Data Scrape	280	LTF	Discussed Rankins complaint with Neal Deckant and reviewed emails regarding same.	0.8
2018.09.25 Facebook Data Scrape	280	NJD	Review and analysis of Tycko copycat. Created plan with LTF and JDA.	0.8
2018.09.26 Facebook Data Scrape	280	JDA	Review MTD and related documents.	3.4
2018.09.27 Facebook Data Scrape	280	LTF	Discussed MTD with Neal Deckant.	0.9
2018.09.27 Facebook Data Scrape	280	NJD	Responded to Beth's email (2.2); discussed MTD with LTF (0.7).	2.9
2018.09.28 Facebook Data Scrape	280	AML	Analyzed copycat complaints.	5.2
2018.09.28 Facebook Data Scrape	280	LTF	Discussed withdrawal of motion to sever with Neal Deckant (.4); discussed additional cases filed by copycat firms and reviewed emails regarding same (.4).	0.8
2018.09.28 Facebook Data Scrape	280	NJD	Dealing with copycat issues. Dealing with the Rankins and Hwang matters.	4.9
2018.10.01 Facebook Data Scrape	280	AML	Team call re next steps.	1.4
2018.10.01 Facebook Data Scrape	280	AML	Edits to draft motion to relate .	3.9
2018.10.01 Facebook Data Scrape	280	JDA	Discuss copycats with team.	1.4
2018.10.01 Facebook Data Scrape	280	LTF	Call with Josh Arisohn, Neal Deckant and Alec Leslie regarding motion to relate, reviewed and redlined draft of motion and reviewed emails regarding same.	1.4
2018.10.01 Facebook Data Scrape	280	MCS	Prepare FedEx and GSO envelopes for courtesy copies (.9), fix page numbers (.5).	1.4
2018.10.01 Facebook Data Scrape	280	NJD	Team discussion re motion to relate. Drafting and filing motion to relate.	6.9
2018.10.02 Facebook Data Scrape	280	AML	Analyzed MTD.	4.7
2018.10.02 Facebook Data Scrape	280	LTF	Discussed 26(f) dispute with Neal Deckant and reviewed email regarding same.	0.4
2018.10.02 Facebook Data Scrape	280	MCS	Send chambers copies to First Legal.	0.3

2018.10.02	Facebook Data Scrape	280	NJD	Review of yesterday's motion to relate. Reviewed copycat dockets, planned next steps with LTF.	1.2
2018.10.02	Facebook Data Scrape	280	NJD	Drafted Rule 26(f) report.	5.8
2018.10.03	Facebook Data Scrape	280	JDA	Review draft 26(f) report.	1.5
2018.10.03	Facebook Data Scrape	280	NJD	Polished first draft of 26(f) report. Sent to Beth. Drafted response to her email.	2.9
2018.10.04	Facebook Data Scrape	280	LTF	Reviewed email from defendant's counsel.	0.2
2018.10.04	Facebook Data Scrape	280	NJD	Check of copycat dockets.	0.8
2018.10.05	Facebook Data Scrape	280	DLS	Finalized and filed opposition.	0.6
				Reviewed email from Neal Deckant regarding 26(f) dispute and discussed same with N. Deckant (.2); reviewed draft opposition to 23(g) from competing case and discussed it with N. Deckant (.1); reviewed opposition to motion to relate and discussed it with N. Deckant (.2).	
2018.10.05	Facebook Data Scrape	280	LTF	(.2).	0.5
2018.10.05	Facebook Data Scrape	280	NJD	Review of oppositions to motion to relate. Discussion with team.	1.6
2018.10.05	Facebook Data Scrape	280	NJD	Drafting and filing opposition to the Rankins and Hwang 23(g) motion.	4.4
2018.10.08	Facebook Data Scrape	280	LTF	Reviewed opposition to motion to relate filed by MDL plaintiffs and sent it to co-counsel.	1.1
				Reviewed orders relating Rankins and Hwang to the MDL and denying Williams' motion to relate and discussed same with Neal Deckant and reviewed emails regarding same.	
2018.10.09	Facebook Data Scrape	280	LTF	relate and discussed same with Neal Deckant and reviewed emails regarding same.	1.4
2018.10.09	Facebook Data Scrape	280	NJD	Tracking orders on the various motions to relate. Discussion with internal team.	2.2
2018.10.16	Facebook Data Scrape	280	LTF	Reviewed draft CMC statement and discussed it with Neal Deckant.	1.4
2018.10.16	Facebook Data Scrape	280	NJD	Preparing for 26(f) conference tomorrow. Researched ADR dates for LTF.	3.7
2018.10.17	Facebook Data Scrape	280	DLS	Filed waiver of service of summons.	0.4
2018.10.17	Facebook Data Scrape	280	LTF	26(f) conference and discussed case with Neal Deckant afterwards.	1.1
2018.10.17	Facebook Data Scrape	280	NJD	Rule 26(f) conference with LTF, discussed same w/ LTF.	1.1
2018.10.17	Facebook Data Scrape	280	NJD	Prepare for Rule 26(f) conference.	0.6
2018.10.17	Facebook Data Scrape	280	NJD	Re-serving initial discovery requests. Calendared the response date.	0.2
2018.10.24	Facebook Data Scrape	280	JDA	Discussed next steps with team.	1.2
				Discussed case strategy with Neal Deckant and reviewed from defendant's counsel and co-counsel.	
2018.10.24	Facebook Data Scrape	280	LTF	counsel.	1.4
2018.10.24	Facebook Data Scrape	280	NJD	Team call re next steps.	1.2
2018.10.25	Facebook Data Scrape	280	NJD	MTD opposition drafting, research.	8.3
2018.10.26	Facebook Data Scrape	280	AML	MTD opp research.	7.1
2018.10.26	Facebook Data Scrape	280	JDA	Research caselaw for MTD.	5.5
2018.10.26	Facebook Data Scrape	280	JDA	Discuss MTD with N. Deckant.	1.9
2018.10.26	Facebook Data Scrape	280	NJD	MTD opposition/discussed same with JDA.	8.0
2018.10.28	Facebook Data Scrape	280	NJD	MTD opposition drafting.	6.0
2018.10.29	Facebook Data Scrape	280	AML	MTD opp research/drafting.	10.5
2018.10.29	Facebook Data Scrape	280	JDS	Meet with LTF re opposition to mtd.	1.5

2018.10.29 Facebook Data Scrape	280	LTF	Discussed MTD opposition with Joel Smith.	1.5
2018.10.29 Facebook Data Scrape	280	NJD	MTD opposition.	10.6
2018.10.30 Facebook Data Scrape	280	AML	MTD opp research/drafting; finalized MTD opp.	11.5
2018.10.30 Facebook Data Scrape	280	DLS	Prepared TOA; had issues with TOA; finalized and filed.	3.0
2018.10.30 Facebook Data Scrape	280	JDS	Edit opposition to MTD; meet with NJD re same.	3.4
2018.10.30 Facebook Data Scrape	280	MCS	Assist with filing MTD Opp.	0.7
2018.10.30 Facebook Data Scrape	280	NJD	Finalize and file MTD opposition.	8.3
			Discussed MTD opposition and CMC statement with Neal Deckant and reviewed emails regarding same.	
2018.10.31 Facebook Data Scrape	280	LTF	regarding same.	0.2
2018.10.31 Facebook Data Scrape	280	NJD	Dealing with finalizing and filing the 26(f) report.	3.6
2018.11.08 Facebook Data Scrape	280	AML	Reviewed discovery requests.	1.1
2018.11.08 Facebook Data Scrape	280	LTF	Reviewed email regarding defendant's discovery requests.	0.1
2018.11.20 Facebook Data Scrape	280	AML	Reviewed draft ESI protocol and PO.	2.2
2018.11.20 Facebook Data Scrape	280	JDA	Review/edits to ESI and PO.	2.9
2018.11.20 Facebook Data Scrape	280	NJD	Drafted protective order, ESI protocol. Sent to defense counsel for their review.	3.2
2018.11.20 Facebook Data Scrape	280	NJD	Prepared first draft of initial disclosures.	0.7
2018.11.21 Facebook Data Scrape	280	NJD	Serving initial disclosures.	0.7
2018.11.26 Facebook Data Scrape	280	LTF	Discussion with N. Deckant re pro hac issues.	0.5
2018.11.26 Facebook Data Scrape	280	NJD	Researched pro hac issues. Discussed with LTF. Asked DS to prepare first draft of papers.	1.5
2018.11.28 Facebook Data Scrape	280	MCS	Draft NJD Declaration for pro hac app.	1.3
2018.11.28 Facebook Data Scrape	280	NJD	Review and edit of pro hac motion.	0.5
2018.11.29 Facebook Data Scrape	280	DLS	Finalized and filed PHV application.	0.6
2018.11.29 Facebook Data Scrape	280	MCS	Finalize NJD pro hac declaration, fill application form, combine into one PDF and assist with filing.	1.5
2018.11.29 Facebook Data Scrape	280	NJD	Final review of pro hac motion and materials. Assisting with filing.	0.8
2018.11.29 Facebook Data Scrape	280	NJD	Compiling prep book for 12/6 MTD hearing.	2.1
2018.11.30 Facebook Data Scrape	280	MCS	Draft table of contents for LTF/NJD MTD hearing books.	1.0
2018.12.03 Facebook Data Scrape	280	AML	Began drafting discovery responses.	4.8
2018.12.03 Facebook Data Scrape	280	MCS	Print docs and put together NJD hearing book.	1.0
2018.12.04 Facebook Data Scrape	280	AML	Draft discovery responses.	3.1
2018.12.04 Facebook Data Scrape	280	MCS	Print docs and put together LTF hearing book.	2.3
2018.12.05 Facebook Data Scrape	280	AML	Continued drafting discovery responses.	3.9
2018.12.05 Facebook Data Scrape	280	JDA	Help prepare for oral argument.	4.2
2018.12.05 Facebook Data Scrape	280	LTF	Discussed MTD hearing with Neal Deckant.	0.3
2018.12.05 Facebook Data Scrape	280	NJD	Prep for MTD oral argument.	10.3
2018.12.06 Facebook Data Scrape	280	AML	Draft discovery responses.	4.4

2018.12.06 Facebook Data Scrape	280	LTF	Discussed MTD hearing with Neal Deckant and Josh Arisohn, reviewed Mr. Deckant's outline and attended hearing in S.F.	6.1
2018.12.06 Facebook Data Scrape	280	NJD	Continue prep for oral argument.	2.8
2018.12.06 Facebook Data Scrape	280	NJD	Travel into San Francisco for MTD oral argument, travel back.	3.8
2018.12.07 Facebook Data Scrape	280	AML	Finalized draft discovery responses.	3.3
2018.12.07 Facebook Data Scrape	280	JDA	Review discovery responses.	4.8
2018.12.07 Facebook Data Scrape	280	NJD	Review and redline of AML's draft RFP and Rog responses.	2.6
2018.12.07 Facebook Data Scrape	280	NJD	Coordination with JDA regarding [WORK PRODUCT].	0.4
2018.12.10 Facebook Data Scrape	280	DLS	Finalized and served discovery responses.	0.3
2018.12.10 Facebook Data Scrape	280	DLS	Assisted MCS with transcript request form.	0.3
2018.12.10 Facebook Data Scrape	280	MCS	Transcript Order form.	0.7
2018.12.18 Facebook Data Scrape	280	LTF	Reviewed order on MTD and reviewed email from Neal Deckant regarding same.	1.4
2018.12.18 Facebook Data Scrape	280	NJD	Got MTD opinion. Analyzed and sent internal memo to team.	1.8
2018.12.18 Facebook Data Scrape	280	SAB	Read order granting MTD with leave to amend.	1.4
2018.12.19 Facebook Data Scrape	280	AML	Began research for amended complaint.	4.0
2018.12.19 Facebook Data Scrape	280	LTF	Reviewed email from Neal Deckant regarding MTD schedule and discussed same with Mr. Deckant and reviewed emails from Josh Arisohn and Alec Leslie regarding same.	0.4
2018.12.19 Facebook Data Scrape	280	NJD	Took call from Nicole Valco about a schedule for the amended complaint and MTD. Discussed with team. Sent counter proposal to Nicole.	1.1
2018.12.19 Facebook Data Scrape	280	NJD	Assigned AML to do the amended complaint. Discussed objectives in several rounds of emails. Sent him research and facts to include.	1.0
2018.12.20 Facebook Data Scrape	280	LTF	Reviewed emails regarding MTD schedule.	0.1
2018.12.20 Facebook Data Scrape	280	NJD	Review and comment on draft scheduling stipulation for the SAC and MTD.	1.3
2018.12.21 Facebook Data Scrape	280	NJD	Finalizing and filing joint scheduling stipulation.	0.8
2019.01.07 Facebook Data Scrape	280	NJD	Review of op-end by JDA. Responded with comments.	0.4
2019.01.09 Facebook Data Scrape	280	JDA	Review chart of RFP deficiencies and coordinate next steps for discovery dispute.	2.5
2019.01.10 Facebook Data Scrape	280	AML	Analyzed Defendant's discovery responses (3.2); drafted discovery dispute email outlining topics for meet and confer call (0.4); call w/ client (0.2).	3.8
2019.01.10 Facebook Data Scrape	280	JDA	Review draft email re discovery dispute and discuss with team.	0.8
2019.01.10 Facebook Data Scrape	280	MCS	Discuss with Debbie how to order FTR transcript as third party, fill out transcript order and send to court reporter manager, mail check.	1.5
2019.01.10 Facebook Data Scrape	280	NJD	Drafting and sending discovery dispute email with AML, JDA.	0.7
2019.01.10 Facebook Data Scrape	280	NJD	Analysis of Judge Alsup hearing. Requested transcript.	0.8
2019.01.11 Facebook Data Scrape	280	JDA	Review redlines to protective order and discuss with NJD.	1.4
2019.01.11 Facebook Data Scrape	280	NJD	Review and comment on draft protective order. Sent copious redlines to team.	1.3
2019.01.14 Facebook Data Scrape	280	JDA	Spoke with NJD re forthcoming discovery dispute call.	1.0
2019.01.14 Facebook Data Scrape	280	NJD	Further edits and revisions to protective order. Discussed with team. Circulated draft to Facebook.	2.4

2019.01.14 Facebook Data Scrape	280	NJD	Review and comment on draft ESI protocol. Sent to team.	1.9
2019.01.14 Facebook Data Scrape	280	NJD	Discussion with JDA re discovery dispute call tomorrow.	1.0
2019.01.15 Facebook Data Scrape	280	AML	Research re amended complaint (3.1); draft amended complaint (2.1); attended m&c call w/ Defendant's counsel (1.1).	6.3
2019.01.15 Facebook Data Scrape	280	JDA	Meet and confer with opposing counsel re discovery responses and protective order.	1.2
2019.01.15 Facebook Data Scrape	280	NJD	Prepare and attend M&C with Nicole Valco about FB's discovery responses, protective order, and ESI protocol.	2.4
2019.01.15 Facebook Data Scrape	280	NJD	Finale review of ESI protocol, sent edits to Nicole.	0.7
2019.01.16 Facebook Data Scrape	280	AML	Research re amended complaint (2.2); draft amended complaint (2.6); team call re same (0.2).	5.0
2019.01.16 Facebook Data Scrape	280	NJD	Discussion with AML regarding amended complaint.	0.2
2019.01.17 Facebook Data Scrape	280	JDA	Review MTD order.	0.5
2019.01.17 Facebook Data Scrape	280	JDA	Review and revise draft second amended complaint.	3.9
2019.01.17 Facebook Data Scrape	280	JDA	Research CDAFA standing.	4.7
2019.01.17 Facebook Data Scrape	280	JDA	Discuss second amended complaint with team.	0.7
2019.01.17 Facebook Data Scrape	280	NJD	Amended complaint review and editing.	3.4
2019.01.18 Facebook Data Scrape	280	AML	Draft amended complaint (2.1); research re: amended complaint (2.8).	4.9
2019.01.20 Facebook Data Scrape	280	AML	Research re amended complaint (3.4); edits to amended complaint (1.7).	5.1
2019.01.22 Facebook Data Scrape	280	AML	Final edits to complaint.	3.6
2019.01.22 Facebook Data Scrape	280	DLS	Finalized and filed amended complaint.	1.4
2019.01.22 Facebook Data Scrape	280	JDA	Review and revise draft second amended complaint.	4.8
2019.01.22 Facebook Data Scrape	280	MCS	Assist with finalizing and filing, send chambers copies.	1.5
2019.01.22 Facebook Data Scrape	280	NJD	Finalizing and filing amended complaint.	4.2
2019.01.30 Facebook Data Scrape	280	NJD	Followed up with Nicole and Beth about ongoing discovery dispute.	0.3
2019.02.01 Facebook Data Scrape	280	NJD	Coordinating moving forward on the discovery dispute with JDA and AML. Assigned AML to draft response to Nicole's email.	0.4
2019.02.05 Facebook Data Scrape	280	AML	Began drafting discover dispute letter.	3.1
2019.02.06 Facebook Data Scrape	280	AML	Research re discovery dispute (2.1); continued draft discovery dispute letter (3.1).	5.2
2019.02.07 Facebook Data Scrape	280	AML	Research re discovery dispute (3.3); draft discovery dispute letter (3.6).	6.9
2019.02.07 Facebook Data Scrape	280	LTF	Discussed discovery motion with Neal Deckant and reviewed local rules and Judge Seeborg's standing order.	0.2
2019.02.07 Facebook Data Scrape	280	NJD	Revisions of draft letter-brief. Circulated to team. Research into proper procedural approach to filing a motion to compel. Discussed with LTF, responded to AML.	3.3
2019.02.08 Facebook Data Scrape	280	AML	Draft motion to compel (4.4); draft Deckant declaration (1.1); draft notice of motion (0.6); draft proposed order (0.5).	6.6
2019.02.08 Facebook Data Scrape	280	NJD	Revisions to AML's draft motion to compel.	3.9
2019.02.11 Facebook Data Scrape	280	JDA	Review motion to compel.	2.2
2019.02.12 Facebook Data Scrape	280	JDA	Discuss protective order and ESI protocol with team.	1.3



2019.02.12	Facebook Data Scrape	280	NJD	Review edits to protective order and ESI protocol. Discussion with JDA and AML. Arranging next meet and confer with defense counsel.	1.9
2019.02.13	Facebook Data Scrape	280	AML	Prepared for (1.4) and attended M&C call w/ NJD and defense counsel (0.7); conf. w/ NJD (0.1).	2.2
2019.02.13	Facebook Data Scrape	280	NJD	Meet and confer call with AML and defense counsel.	0.7
2019.02.13	Facebook Data Scrape	280	NJD	Follow up call with AML.	0.1
2019.02.13	Facebook Data Scrape	280	NJD	Prep for discovery dispute call.	0.5
2019.02.13	Facebook Data Scrape	280	NJD	Drafting internal memo re [WORK PRODUCT].	1.1
2019.02.14	Facebook Data Scrape	280	NJD	Review of new edits to protective order. Scheduling call with Nicole.	0.5
2019.02.15	Facebook Data Scrape	280	NJD	Prep and attend additional meet and confer call with Nicole Valco about protective order.	
2019.02.15	Facebook Data Scrape	280	NJD	Discussed with JDA. Sent internal memo with update to team.	1.6
2019.02.15	Facebook Data Scrape	280	NJD	Further call with Nicole Valco. Sent further update to team.	0.7
2019.02.19	Facebook Data Scrape	280	NJD	Review final copy of protective order. Signed off and finalized.	0.8
2019.02.25	Facebook Data Scrape	280	NJD	Review of current status of ESI protocol. Emailed Nicole Valco re same.	0.8
2019.02.25	Facebook Data Scrape	280	NJD	Reviewed case file.	0.2
2019.02.27	Facebook Data Scrape	280	JDA	Review MTD SAC.	3.8
2019.02.27	Facebook Data Scrape	280	NJD	Got MTD. Reviewed. Discussed with JDA. Planned to split up work on the opposition.	3.1
2019.02.28	Facebook Data Scrape	280	AML	Analyzed MTD (3.4); research re MTD opp (4.4); MTD opp drafting (1.8).	9.6
2019.02.28	Facebook Data Scrape	280	JDA	Draft MTD opp'n.	6.4
2019.02.28	Facebook Data Scrape	280	NJD	Confirming Nicole's availability for a meet and confer call.	0.2
2019.03.01	Facebook Data Scrape	280	JDA	Draft MTD opp'n.	6.8
2019.03.01	Facebook Data Scrape	280	LTF	Discussed motion to dismiss with Neal Deckant.	0.3
2019.03.01	Facebook Data Scrape	280	NJD	Prep and call with Nicole Valco regarding ESI protocol.	0.6
2019.03.01	Facebook Data Scrape	280	NJD	Review of MTD. Review of declarations. Discussed with LTF.	4.5
2019.03.04	Facebook Data Scrape	280	AML	MTD opp drafting (4.1) and research (1.2); conf. w/ NJD and JDA re MTD opp strategy (0.4).	5.7
2019.03.04	Facebook Data Scrape	280	JDA	Draft MTD opp'n.	8.2
2019.03.04	Facebook Data Scrape	280	JDA	Discuss case with team.	0.4
2019.03.04	Facebook Data Scrape	280	NJD	Call with JDA and AML about MTD issues.	0.4
2019.03.04	Facebook Data Scrape	280	NJD	Further research into MTD.	3.5
2019.03.05	Facebook Data Scrape	280	JDA	Draft MTD opp'n.	7.7
2019.03.05	Facebook Data Scrape	280	LTF	Discussed case strategy and response to MTD with Neal Deckant.	0.2
2019.03.05	Facebook Data Scrape	280	NJD	Coordinating and review of standing section of Facebook MTD opposition. Sent edits to JDA.	1.8
2019.03.06	Facebook Data Scrape	280	AML	Edits to standing section of MTD opp.	2.9
2019.03.06	Facebook Data Scrape	280	JDA	Draft MTD opp'n.	3.9

2019.03.06	Facebook Data Scrape	280	NJD	Status update with JDA regarding status of ESI protocol. Sent email to Nicole requesting another phone call.	0.6
2019.03.08	Facebook Data Scrape	280	AML	Research re MTD opp.	3.1
2019.03.08	Facebook Data Scrape	280	NJD	Inquiry with defense counsel about status of ESI dispute.	0.2
2019.03.11	Facebook Data Scrape	280	AML	MTD opp drafting.	5.6
2019.03.11	Facebook Data Scrape	280	NJD	Drafting and research for CDAFA section of MTD opp.	6.6
2019.03.12	Facebook Data Scrape	280	AML	MTD opp drafting and research.	6.8
2019.03.12	Facebook Data Scrape	280	NJD	Arranging call with potential expert.	0.2
2019.03.13	Facebook Data Scrape	280	NJD	Finished 12(b)(6) rider on CDAFA, unjust enrichment, intrusion upon seclusion, and constitutional right to privacy.	7.8
2019.03.14	Facebook Data Scrape	280	AML	Reviewed NJD sections of MTD opp; research re same.	4.1
2019.03.14	Facebook Data Scrape	280	NJD	Interview with potential expert. Researched protective order and [WORK PRODUCT].	0.8
2019.03.14	Facebook Data Scrape	280	NJD	Analyzed and sent internal memo to team regarding relevant news story.	0.4
2019.03.14	Facebook Data Scrape	280	NJD	Checked on status of ESI meet and confer. Email to Nicole requesting an update.	0.3
2019.03.14	Facebook Data Scrape	280	NJD	Read-through of my 12(b)(6) briefing from yesterday. Made edits and re-circulated.	2.5
2019.03.14	Facebook Data Scrape	280	NJD	Legal research re MTD opp briefing issue.	1.4
2019.03.15	Facebook Data Scrape	280	NJD	Scheduling follow-up call with Nicole regarding ESI protocol.	0.2
2019.03.18	Facebook Data Scrape	280	AML	Spoke w/ NJD re MTD opp.	0.1
2019.03.18	Facebook Data Scrape	280	JDA	Draft MTD opp'n.	5.7
2019.03.18	Facebook Data Scrape	280	NJD	Joined Nicole Valco for dispute call about ESI protocol. Sent internal memo to team with update, and recommendations to move forward.	0.6
2019.03.18	Facebook Data Scrape	280	NJD	Review and edits to near-final MTD opposition.	1.6
2019.03.18	Facebook Data Scrape	280	NJD	Planning with AML about MTD opposition.	0.1
2019.03.19	Facebook Data Scrape	280	AML	Final edits to MTD opp (4.2); edits to draft motion to compel (4.1).	8.3
2019.03.19	Facebook Data Scrape	280	DLS	File opposition to MTD.	0.4
2019.03.19	Facebook Data Scrape	280	NJD	Discussion with DS about filing MTD opposition. Reviewed final draft, gave authorization, reviewed filing for accuracy.	0.5
2019.03.19	Facebook Data Scrape	280	RSR	Prepared tables for MTD Opp (.6).	0.6
2019.03.20	Facebook Data Scrape	280	AML	Call w/ potential expert (1.5); research re motion to compel (2.9).	4.4
2019.03.20	Facebook Data Scrape	280	NJD	Check in with Nicole about status of ESI protocol.	0.2
2019.03.21	Facebook Data Scrape	280	AML	Motion to compel research.	3.9
2019.03.21	Facebook Data Scrape	280	NJD	Reviewed latest edits to ESI protocol. Accepted most, sent remainder to AML to incorporate into discovery dispute letter. Also called to discuss same, and provide drafting tips on revised motion.	1.4
2019.03.22	Facebook Data Scrape	280	AML	Draft motion to compel (3.1); edits to NJD declaration (0.7); call w/ potential expert, JDA (0.3).	4.1
2019.03.22	Facebook Data Scrape	280	DLS	Fixed formatting of motion.	0.3
2019.03.22	Facebook Data Scrape	280	JDA	Call with [PRIVILEGED].	0.3

2019.03.22	Facebook Data Scrape	280	JDA	Review and revise motion to compel.	0.8
2019.03.22	Facebook Data Scrape	280	NJD	Call with [PRIVILEGED].	0.3
2019.03.22	Facebook Data Scrape	280	NJD	Review of motion to compel and Deckant Declaration.	2.4
2019.03.25	Facebook Data Scrape	280	DLS	Fixed formatting of motion documents.	1.5
2019.03.25	Facebook Data Scrape	280	JDA	Call with [PRIVILEGED].	0.5
2019.03.26	Facebook Data Scrape	280	AML	Spoke w/ NJD re MTC.	0.9
2019.03.26	Facebook Data Scrape	280	DLS	Prepared draft proposed order and made edits.	1.0
2019.03.26	Facebook Data Scrape	280	NJD	Discussion with DS and AML about MTC finalization.	0.9
2019.03.27	Facebook Data Scrape	280	AML	Reviewed and finalized MTC (4.3); NJD declaration (0.4) and proposed order (0.4).	5.1
2019.03.27	Facebook Data Scrape	280	DLS	Finalized for filing and filed motion to compel.	0.7
2019.03.27	Facebook Data Scrape	280	MCS	Chambers copies.	0.6
2019.03.27	Facebook Data Scrape	280	NJD	Finalized and filed motion to compel. Researched sealing.	3.3
2019.04.01	Facebook Data Scrape	280	AML	Call w/ team re upcoming deadlines.	1.3
2019.04.01	Facebook Data Scrape	280	JDA	Discussed next steps with NJD, AML.	1.3
2019.04.01	Facebook Data Scrape	280	NJD	Drafted response to discovery dispute email. Discussed status of Facebook's open discovery dispute items with team.	1.7
2019.04.02	Facebook Data Scrape	280	NJD	Coordinated with JDA and AML about [WORK PRODUCT].	0.3
2019.04.02	Facebook Data Scrape	280	NJD	Email with defense counsel.	0.1
2019.04.03	Facebook Data Scrape	280	JDA	Draft letter to defendant re expert disclosures.	1.8
2019.04.03	Facebook Data Scrape	280	NJD	Reviewed and circulated PO Section 7.5 Letter. Sent to defense counsel.	0.3
2019.04.10	Facebook Data Scrape	280	NJD	Reviewed stipulation changing motion to compel hearing.	0.2
2019.04.11	Facebook Data Scrape	280	NJD	Reviewed motion to compel opposition.	0.4
2019.04.12	Facebook Data Scrape	280	AML	Reviewed MTC opposition.	4.1
2019.04.12	Facebook Data Scrape	280	NJD	MTC reply research.	4.3
2019.04.15	Facebook Data Scrape	280	AML	Draft MTC reply brief (5.3); research re MTC reply brief (2.2); call w/ NJD re discovery issues (1).	8.5
2019.04.15	Facebook Data Scrape	280	NJD	Reviewed and revised MTC reply draft.	2.1
2019.04.15	Facebook Data Scrape	280	NJD	Reviewed email from defense counsel and drafted response. Discussed discovery issues with Alec.	1.7
2019.04.15	Facebook Data Scrape	280	NJD	Research re [WORK PRODUCT].	0.8
2019.04.16	Facebook Data Scrape	280	AML	Research re MTC reply (2.4); finalized MTC reply (2.2).	4.6
2019.04.16	Facebook Data Scrape	280	JDA	Review and revise reply ISO motion to compel.	3.5
2019.04.16	Facebook Data Scrape	280	NJD	Responded to Nicole's email.	0.4
2019.04.16	Facebook Data Scrape	280	NJD	Final review of MTC reply.	1.5
2019.04.17	Facebook Data Scrape	280	DLS	Finalized and filed reply brief.	0.5
2019.04.17	Facebook Data Scrape	280	JDA	Review and research re: objections to experts and discussed same with NJD.	0.9
2019.04.17	Facebook Data Scrape	280	MCS	Send chambers copies.	0.7

2019.04.17	Facebook Data Scrape	280	NJD	Finalized and filed MTC reply.	1.2
2019.04.17	Facebook Data Scrape	280	NJD	Review Defendant's objections to our experts. Discussed with JDA. Sent M&C email.	0.4
2019.04.18	Facebook Data Scrape	280	AML	Research re D's expert objections.	1.9
2019.04.18	Facebook Data Scrape	280	JDA	Research re objections to experts.	2.3
2019.04.19	Facebook Data Scrape	280	NJD	Scheduling meeting with Nicole Valco re FB objections to our experts.	0.4
2019.04.23	Facebook Data Scrape	280	NJD	Reviewed dispute regarding expert qualifications. Prepared for Friday meet and confer discussion.	0.6
2019.04.24	Facebook Data Scrape	280	AML	Team call.	0.7
2019.04.24	Facebook Data Scrape	280	JDA	Discuss case with N. Deckant and A. Leslie.	0.7
2019.04.24	Facebook Data Scrape	280	NJD	Reviewed Nicole's recent letter. Call with JDA and AML. Prepared for in-person meet and confer on Friday.	1.2
2019.04.25	Facebook Data Scrape	280	NJD	Prep for hearing tomorrow.	0.4
2019.04.26	Facebook Data Scrape	280	AML	Prepared P's doc production (2.6); team call re next steps (1).	3.6
2019.04.26	Facebook Data Scrape	280	EMW	Bates stamped plf production .	1.0
2019.04.26	Facebook Data Scrape	280	JDA	Team call re next steps.	1.0
2019.04.26	Facebook Data Scrape	280	LTF	Discussed meet and confer meeting with Neal Deckant.	0.2
2019.04.26	Facebook Data Scrape	280	LTF	Spoke with AML, JDA, NJD re M&C.	1.0
2019.04.26	Facebook Data Scrape	280	NJD	Prepare for discovery dispute M&C.	0.7
2019.04.26	Facebook Data Scrape	280	NJD	Traveled to Latham's offices for meet and confer meeting.	1.1
2019.04.26	Facebook Data Scrape	280	NJD	Discovery dispute M&C with Nicole.	1.3
2019.04.26	Facebook Data Scrape	280	NJD	Debriefing with LTF, JDA, and AML about discovery dispute.	1.0
2019.04.26	Facebook Data Scrape	280	NJD	Review of document production.	1.7
2019.04.29	Facebook Data Scrape	280	JDA	Draft letter re expert dispute.	2.6
2019.04.30	Facebook Data Scrape	280	AML	Research for expert dispute letter.	4.4
2019.04.30	Facebook Data Scrape	280	JDA	Continued draft letter re expert dispute.	3.8
2019.04.30	Facebook Data Scrape	280	JDA	Research for letter re expert dispute.	3.7
2019.04.30	Facebook Data Scrape	280	NJD	Revised JDA's draft letter motion about Facebook's objections to our experts. Drafted Deckant Declaration.	1.5
2019.05.01	Facebook Data Scrape	280	NJD	Review discovery question from AML and responded.	0.2
2019.05.01	Facebook Data Scrape	280	NJD	Further revisions to draft discovery dispute statement about Facebook's objections to our expert designations. Research re same. Finalized first draft, and circulated to defense counsel.	3.9
2019.05.02	Facebook Data Scrape	280	NJD	Confer with Nicole Valco re timing of FB's response to our draft letter concerning Facebook's objections to our expert designations.	0.2
2019.05.03	Facebook Data Scrape	280	NJD	Emailed with AML re discovery issues.	0.3
2019.05.09	Facebook Data Scrape	280	NJD	Sent email to Nicole regarding their portion of the joint discovery dispute statement regarding experts.	0.3
2019.05.09	Facebook Data Scrape	280	NJD	Read Nicole's synopsis of our in-person meet and confer. Conferred with team re same.	0.6

2019.05.10 Facebook Data Scrape	280	AML	Reviewed D's discovery dispute letter re expert retention.	1.4
2019.05.10 Facebook Data Scrape	280	NJD	Reviewed Nicole's portion of joint letter.	1.7
2019.05.13 Facebook Data Scrape	280	DLS	Filed discovery brief.	0.4
2019.05.13 Facebook Data Scrape	280	JDA	Review Defendant's portion of joint letter re expert dispute.	1.5
2019.05.13 Facebook Data Scrape	280	MCS	Assist with filing discovery dispute statement, send copies.	1.3
2019.05.13 Facebook Data Scrape	280	NJD	Finalized and filed joint statement re discovery dispute.	2.2
2019.05.14 Facebook Data Scrape	280	NJD	Stip to continue conference.	0.5
2019.05.17 Facebook Data Scrape	280	AML	Prep with NJD for oral argument.	2.9
2019.05.17 Facebook Data Scrape	280	NJD	MTD hearing prep.	0.3
2019.05.17 Facebook Data Scrape	280	NJD	MTD oral argument prep.	3.8
2019.05.20 Facebook Data Scrape	280	AML	Confer w/ NJD re next steps.	0.8
2019.05.20 Facebook Data Scrape	280	NJD	Reviewed email from Nicole. Discussed internally.	1.1
2019.05.21 Facebook Data Scrape	280	MCS	Put together TOC and book for NJD.	3.0
2019.05.22 Facebook Data Scrape	280	AML	MTD hearing prep (3); spoke w/ team re MTD hearing (0.5).	3.5
2019.05.22 Facebook Data Scrape	280	NJD	Prepare for MTD hearing.	3.4
2019.05.23 Facebook Data Scrape	280	LTF	Discussed MTD hearing with Neal Deckant.	2.4
2019.05.23 Facebook Data Scrape	280	NJD	Travel to SF courthouse.	3.2
2019.05.23 Facebook Data Scrape	280	NJD	Travel from SF courthouse. Debriefing with LTF, AML on oral argument.	1.7
2019.05.23 Facebook Data Scrape	280	NJD	Oral argument re second MTD.	0.7
2019.05.24 Facebook Data Scrape	280	DLS	Filed transcript request.	0.2
2019.05.24 Facebook Data Scrape	280	JMF	Prepared transcript request.	0.2
2019.05.30 Facebook Data Scrape	280	AML	Call w/ JDA re upcoming deadlines.	2.9
2019.05.30 Facebook Data Scrape	280	JDA	Discuss case with AML.	2.9
2019.06.04 Facebook Data Scrape	280	NJD	Reviewed transcript from 5/23 MTD hearing.	0.6
2019.06.06 Facebook Data Scrape	280	AML	Reviewed expert declaration.	3.1
2019.06.06 Facebook Data Scrape	280	JDA	Review draft declaration from JF.	2.4
2019.06.06 Facebook Data Scrape	280	JDA	Review hearing transcript.	0.7
2019.06.06 Facebook Data Scrape	280	JDA	Call with J. Frankovitz.	0.5
2019.06.06 Facebook Data Scrape	280	NJD	Discussed scheduling stipulation with Nicole. Reviewed and approved draft stipulation.	0.4
2019.06.11 Facebook Data Scrape	280	AML	Review of expert declaration, research re same.	4.9
2019.06.11 Facebook Data Scrape	280	JDA	Reviewed expert declaration.	1.8
2019.06.11 Facebook Data Scrape	280	JDA	Draft motion for leave to file supplemental brief.	4.1
2019.06.11 Facebook Data Scrape	280	NJD	Review expert declaration.	1.1
2019.06.12 Facebook Data Scrape	280	AML	Reviewed administrative motion and supporting docs.	2.9
2019.06.12 Facebook Data Scrape	280	DLS	Filed motion for leave to file declaration.	0.7
2019.06.12 Facebook Data Scrape	280	JDA	Finalized draft motion for leave to file supplemental brief.	2.2
2019.06.12 Facebook Data Scrape	280	JMF	Prepare and send chamber copies.	0.2

2019.06.12	Facebook Data Scrape	280	NJD	Reviewed and proofed administrative motion for leave to file Expert Declaration. Filed with JDA.	0.8
2019.06.12	Facebook Data Scrape	280	NJD	Spoke with N. Valco. Discussed with JDA.	0.3
2019.06.24	Facebook Data Scrape	280	JMF	Prepare hearing book for NJD.	1.0
2019.06.24	Facebook Data Scrape	280	NJD	Prepared hearing book for 6/27 MTC hearing.	0.7
2019.06.25	Facebook Data Scrape	280	LTF	Email exchange with Neal Deckant regarding discovery hearing.	0.1
2019.06.25	Facebook Data Scrape	280	NJD	Spoke with N. Valco re discovery dispute hearing, draft of stipulation.	0.7
2019.06.25	Facebook Data Scrape	280	NJD	Spoke with N. Valco. Reviewed D's motion.	1.1
2019.06.26	Facebook Data Scrape	280	AML	Reviewed and research re supp authority.	2.7
2019.06.26	Facebook Data Scrape	280	NJD	Reviewed Facebook's motion for leave. Discussed response with JDA. Researched possible arguments.	0.4
2019.06.26	Facebook Data Scrape	280	NJD	Coordinating re stipulation to continue the 6/27 discovery dispute hearing.	0.4
2019.06.26	Facebook Data Scrape	280	NJD	Called calendaring clerk with Nicole Valco. Left message. Further correspondence with Nicole.	0.3
2019.07.01	Facebook Data Scrape	280	DLS	Filed opposition brief.	0.3
2019.07.01	Facebook Data Scrape	280	JMF	Prepare and send chamber copies.	0.2
2019.07.01	Facebook Data Scrape	280	NJD	Drafted response to Facebook's request for supplemental authority. Finalized and filed.	3.7
2019.07.18	Facebook Data Scrape	280	AML	Call w/ PLF re status of case.	1.0
2019.07.18	Facebook Data Scrape	280	PLF	Confer with A. Leslie re case.	1.0
2019.08.29	Facebook Data Scrape	280	JDA	Review MTD decision.	0.5
2019.08.29	Facebook Data Scrape	280	LTF	Reviewed order on MTD and discussed it with Neal Deckant.	0.4
2019.08.29	Facebook Data Scrape	280	NJD	Reviewed MTD order. Discussed with JDA. Discussed with LTF and AML.	1.1
2019.08.29	Facebook Data Scrape	280	NJD	Researched and calendared deadline for Facebook to answer. Discussed strategy with team. Reviewed status of MTC hearing.	1.2
2019.08.30	Facebook Data Scrape	280	NJD	Discussion with N. Valco re scheduling, answer date, and next steps.	0.2
2019.08.30	Facebook Data Scrape	280	NJD	Review Nicole's draft stipulation re extension for amending.	0.2
2019.08.30	Facebook Data Scrape	280	NJD	Discussion of MTD order with M. Roberts.	0.2
2019.08.30	Facebook Data Scrape	280	NJD	Discussion of [WORK PRODUCT] with JDA, AML.	0.3
2019.09.03	Facebook Data Scrape	280	NJD	Researched into Judge Hixson's availability for hearing dates. Researched next steps in Olin matter. Called Nicole Valco to discuss, left message. Sent follow-up email.	1.0
2019.09.05	Facebook Data Scrape	280	NJD	Correspondence with N. Valco.	0.2
2019.09.06	Facebook Data Scrape	280	NJD	Emailed N. Valco re setting time to talk .	0.1
2019.09.10	Facebook Data Scrape	280	AML	Call w/ defense counsel re scheduling and motion to compel issues.	0.8
2019.09.10	Facebook Data Scrape	280	NJD	Got order setting telephonic hearing on discovery dispute. Coordinated handling with JDA and AML. Coordinated filing their pro hacs with DS.	0.5
2019.09.10	Facebook Data Scrape	280	NJD	Discussion with Nicole Valco re upcoming discovery dispute hearing.	0.8
2019.09.11	Facebook Data Scrape	280	AML	Prepared for hearing w/ JDA.	5.5

2019.09.11	Facebook Data Scrape	280	AML	Drafted notice of voluntary dismissal without prejudice as to Williams, Brumfield and Burnett.	0.4
2019.09.11	Facebook Data Scrape	280	DLS	Finalized and filed PHV app.	0.6
2019.09.11	Facebook Data Scrape	280	JDA	Prepare for discovery hearing.	4.1
2019.09.11	Facebook Data Scrape	280	NJD	Conference call with JDA re yesterday's call with N. Valco. Drafted and sent email re narrowing issues in dispute.	1.6
2019.09.12	Facebook Data Scrape	280	AML	Assisted with hearing prep.	4.0
2019.09.12	Facebook Data Scrape	280	JDA	Prepare for discovery hearing.	2.5
2019.09.13	Facebook Data Scrape	280	DLS	Filed notice of voluntary dismissal.	0.3
2019.09.13	Facebook Data Scrape	280	JDA	Prepare for discovery hearing.	1.5
2019.09.13	Facebook Data Scrape	280	JMF	Prepare and send chamber copies.	0.3
2019.09.13	Facebook Data Scrape	280	NJD	Attention to discovery issue.	0.3
2019.09.16	Facebook Data Scrape	280	JDA	Prepare for discovery hearing.	0.5
2019.09.16	Facebook Data Scrape	280	NJD	Researched status of discovery hearing. Figured out next steps.	0.4
2019.09.27	Facebook Data Scrape	280	NJD	Arranging call with Nicole re discovery disputes. Sent initial email.	0.3
2019.10.01	Facebook Data Scrape	280	NJD	Discussion with Nicole Valco re rescheduling discovery dispute hearing.	0.4
2019.10.01	Facebook Data Scrape	280	NJD	Update with JDA and LTF re discussion with Nicole.	0.3
2019.10.03	Facebook Data Scrape	280	AML	Reviewed answer to complaint.	2.7
2019.10.03	Facebook Data Scrape	280	LTF	Email exchange with Neal Deckant regarding settlement meeting.	0.1
2019.10.03	Facebook Data Scrape	280	NJD	Saved and reviewed answer.	1.4
2019.10.03	Facebook Data Scrape	280	NJD	Responded to Nicole Valco email.	0.4
2019.10.07	Facebook Data Scrape	280	NJD	Corresponded with team re next steps in case.	0.8
2019.10.08	Facebook Data Scrape	280	LTF	Discussed meeting with defendant's counsel with Neal Deckant.	0.4
2019.10.09	Facebook Data Scrape	280	NJD	Confirmed appointment for in-person meeting re CMC.	0.4
2019.10.10	Facebook Data Scrape	280	LTF	Conference with Neal Deckant to prepare for meeting with Facebook's counsel and reviewed emails regarding same.	0.6
2019.10.10	Facebook Data Scrape	280	NJD	Sent internal memo to LTF, JDA, AML re upcoming deadlines.	0.4
2019.10.10	Facebook Data Scrape	280	NJD	Prepared for 26(f) conference/discovery meeting, and in-person settlement meeting.	2.5
2019.10.11	Facebook Data Scrape	280	AML	Meeting with defense counsel (1.5); de-brief w/ team (0.4).	1.9
2019.10.11	Facebook Data Scrape	280	JDA	Review new document production.	0.5
2019.10.11	Facebook Data Scrape	280	JDA	Meeting with defense counsel.	1.2
2019.10.11	Facebook Data Scrape	280	JDA	Debrief with team.	0.4
2019.10.11	Facebook Data Scrape	280	JMF	Set up conference room for meeting.	0.4
2019.10.11	Facebook Data Scrape	280	LTF	Prepared for and attended meeting with defendant's counsel and participated in follow-up discussion with Neal Deckant, Josh Arisohn and Alec Leslie and reviewed emails regarding same.	1.2
2019.10.11	Facebook Data Scrape	280	NJD	Prep for in person meeting.	0.5

2019.10.11	Facebook Data Scrape	280	NJD	Final prep for meeting.	0.8
2019.10.11	Facebook Data Scrape	280	NJD	Reviewed document production from Facebook.	0.6
2019.10.11	Facebook Data Scrape	280	NJD	Attended in-person meeting. Debriefing with team.	1.3
2019.10.16	Facebook Data Scrape	280	NJD	Correspondence with Nicole Valco re 10/31 joint statement deadline.	0.2
2019.10.17	Facebook Data Scrape	280	NJD	Emailed JDA about status of discovery dispute.	0.2
2019.10.24	Facebook Data Scrape	280	NJD	Researched issues for upcoming case deadlines.	2.3
2019.10.25	Facebook Data Scrape	280	JDA	Call with B. Deely.	0.2
2019.10.25	Facebook Data Scrape	280	LTF	Discussed strategy with Neal Deckant.	0.3
2019.10.25	Facebook Data Scrape	280	NJD	Discussed strategy with LTF.	0.3
2019.10.29	Facebook Data Scrape	280	NJD	Edits to joint statement re discovery dispute.	0.8
2019.10.30	Facebook Data Scrape	280	NJD	Reviewed Nicole's edits to the Joint Statement. Provided my redlines in response.	0.6
2019.10.30	Facebook Data Scrape	280	NJD	Another read-through of joint statement. Re-circulated.	0.3
2019.10.31	Facebook Data Scrape	280	LTF	Reviewed discovery order.	0.1
2019.11.01	Facebook Data Scrape	280	NJD	Emailed JDA about status of 11/7 discovery hearing.	0.6
2019.11.07	Facebook Data Scrape	280	NJD	Travel to San Francisco to handle discovery dispute hearing re expert designations.	3.8
2019.11.07	Facebook Data Scrape	280	NJD	Prepare for discovery dispute hearing.	0.9
2019.11.22	Facebook Data Scrape	280	JDA	Call with NJD.	0.7
2019.11.22	Facebook Data Scrape	280	NJD	Discussed [WORK PRODUCT] with JDA.	0.7
2019.11.25	Facebook Data Scrape	280	JDA	Draft expert approval letter to Def.	0.4
2019.11.25	Facebook Data Scrape	280	NJD	Reviewed [WORK PRODUCT] and draft letter to FB.	0.4
2019.11.26	Facebook Data Scrape	280	NJD	Sent correspondence to Facebook regarding experts.	0.4
2019.11.28	Facebook Data Scrape	280	LTF	Reviewed class cert order from Facebook data breach case and circulated it to Neal Deckant, Josh Arisohn and Alec Leslie and exchanged messages with Mr. Deckant regarding same.	0.5
2019.12.01	Facebook Data Scrape	280	NJD	Review of class cert order in Facebook privacy case. Wrote internal memo re same.	0.4
2019.12.19	Facebook Data Scrape	280	AML	Research re code review issue.	3.7
2019.12.19	Facebook Data Scrape	280	NJD	Attention to code review issues.	0.7
2019.12.23	Facebook Data Scrape	280	NJD	Attention to expert code review issues.	0.4
2019.12.23	Facebook Data Scrape	280	NJD	Discussion re opposition to motion to withdraw.	0.3
2019.12.24	Facebook Data Scrape	280	LTF	Conferred regarding non-opposition to motion to withdraw.	0.3
2019.12.26	Facebook Data Scrape	280	DLS	Prepared statement of non-opposition and filed.	1.5
2019.12.26	Facebook Data Scrape	280	JMF	Send chamber copies.	0.2
2020.01.03	Facebook Data Scrape	280	NJD	Call regarding logistics of code review.	0.6
2020.01.06	Facebook Data Scrape	280	NJD	Call with Jason.	0.5
2020.01.09	Facebook Data Scrape	280	JDA	Call with NJD re code review update.	
2020.01.09	Facebook Data Scrape	280	NJD	Call with JDA to discuss latest updates on code review.	0.6
2020.01.13	Facebook Data Scrape	280	NJD	Check in with Nicole Valco re start of code review. Email with JDA re same.	0.3



2020.01.16	Facebook Data Scrape	280	NJD	Discussion JDA and [WORK PRODUCT]. Emailed questions re completing expert disclosure to defendant's lawyers.	1.4
2020.01.17	Facebook Data Scrape	280	NJD	Sent expert candidate email to defense counsel for review. Drafted cover letter. Attention to details and logistics of code review with JDA. Further round of email	0.5
2020.01.24	Facebook Data Scrape	280	NJD	correspondence with Nicole re code review dates and details.	0.9
2020.01.24	Facebook Data Scrape	280	NJD	Arranging call with experts. Responding to Nicole's email re code review.	0.4
2020.01.27	Facebook Data Scrape	280	NJD	Discussion with Jason. Discussed dates, time, staffing, etc.	0.5
2020.01.27	Facebook Data Scrape	280	NJD	Call with Jason re code review, next steps.	0.7
2020.02.03	Facebook Data Scrape	280	NJD	Discussion with JDA re code review and next steps.	0.2
2020.02.03	Facebook Data Scrape	280	NJD	Conference call with Jason. Examined sample requests for production. .	0.8
2020.02.04	Facebook Data Scrape	280	NJD	Drafted request for inspection. Sent to JDA.	1.4
2020.02.05	Facebook Data Scrape	280	AML	Reviewed request for inspection.	2.3
2020.02.05	Facebook Data Scrape	280	JDA	Review request for inspection.	0.5
2020.02.05	Facebook Data Scrape	280	NJD	Finalized and served requests for inspection.	1.4
2020.02.07	Facebook Data Scrape	280	NJD	Corresponded with expert.	0.3
2020.02.07	Facebook Data Scrape	280	NJD	Confer with JDA about status of source code review. Sent email to Nicole Valco to arrange a call to discuss on Monday.	0.4
2020.02.10	Facebook Data Scrape	280	AML	Research for NJD re motion to compel caselaw.	4.9
2020.02.10	Facebook Data Scrape	280	LTF	Reviewed article regarding Facebook. circulated it to team.	2.2
2020.02.10	Facebook Data Scrape	280	NJD	Prep for discussion with Nicole Valco re code review.	1.4
2020.02.10	Facebook Data Scrape	280	NJD	Conference call with Nicole Valco re code review.	0.7
2020.02.10	Facebook Data Scrape	280	NJD	Planned for next steps re code review.	0.3
2020.02.10	Facebook Data Scrape	280	NJD	Coordinated re details and logistics of code review.	0.3
2020.02.10	Facebook Data Scrape	280	NJD	Attention to potential motion to compel.	0.5
2020.02.11	Facebook Data Scrape	280	JMF	Assisted with question from AML.	1.2
2020.02.11	Facebook Data Scrape	280	LTF	Discussed case strategy with Neal Deckant.	0.9
2020.02.11	Facebook Data Scrape	280	NJD	Wrote internal memo to Nicole Valco re clarifications on requests for inspection #2 and #3.	0.7
2020.02.11	Facebook Data Scrape	280	NJD	Discussed next steps in case with LTF.	0.9
2020.02.11	Facebook Data Scrape	280	NJD	Reviewed recent decisions from ND Cal.	0.5
2020.02.19	Facebook Data Scrape	280	NJD	Check in with JDA re code review. Sent updated email to Nicole Valco re same.	0.6
2020.03.04	Facebook Data Scrape	280	NJD	Email with JDA about code review.	0.3
2020.03.09	Facebook Data Scrape	280	NJD	Requesting meet and confer with defense counsel re code review.	0.4
2020.03.10	Facebook Data Scrape	280	NJD	Email to JDA and AML re case update.	0.5
2020.03.11	Facebook Data Scrape	280	NJD	Arranging M&C about the code review and requests for inspection.	0.4
2020.03.12	Facebook Data Scrape	280	AML	Prepared for upcoming M&C call .	2.3
2020.03.13	Facebook Data Scrape	280	AML	M&C call.	0.9

2020.03.13	Facebook Data Scrape	280	NJD	Call with Jason re protective order.	0.3
2020.03.18	Facebook Data Scrape	280	NJD	Call re requests for inspection.	0.9
2020.03.20	Facebook Data Scrape	280	NJD	Call re requests for inspection. Reviewed and circulated important case documents.	0.9
2020.03.27	Facebook Data Scrape	280	JDA	Discuss motion to compel with N. Deckant.	0.5
2020.03.27	Facebook Data Scrape	280	NJD	Phone call with JDA.	0.5
2020.03.31	Facebook Data Scrape	280	NJD	Call with expert re deliverables on code review.	0.4
				Emailed Nicole Valco re my deliverables on ongoing dispute re requests for inspection.	
2020.03.31	Facebook Data Scrape	280	NJD	Requested follow-up call.	0.7
2020.04.03	Facebook Data Scrape	280	NJD	Scheduled call with Nicole Valco re code review with AML.	0.2
				Prepped for m&c call (1.8); attended m&c call (0.6); conf. w/ NJD re: MTC (0.3); MTC	
2020.04.07	Facebook Data Scrape	280	AML	research (4.1).	6.8
2020.04.10	Facebook Data Scrape	280	AML	MTC research .	4.8
2020.04.13	Facebook Data Scrape	280	AML	MTC drafting.	6.8
2020.04.13	Facebook Data Scrape	280	NJD	Working with AML on Facebook discovery dispute letter.	0.2
2020.04.14	Facebook Data Scrape	280	JDA	Edits to and review of motion to compel.	5.4
2020.04.15	Facebook Data Scrape	280	JDA	Discuss declaration w/ expert.	0.3
2020.04.15	Facebook Data Scrape	280	JDA	Prepare for discussion w/ expert re declaration.	0.8
2020.04.16	Facebook Data Scrape	280	AML	Reviewed JDA edits to MTC.	2.3
2020.04.22	Facebook Data Scrape	280	NJD	Edits to MTC.	0.4
2020.04.23	Facebook Data Scrape	280	JDA	Edits to MTC.	2.3
2020.04.24	Facebook Data Scrape	280	AML	Edits to discovery dispute statement .	4.9
2020.04.24	Facebook Data Scrape	280	JDA	Edits to MTC.	2.2
2020.04.24	Facebook Data Scrape	280	JDA	Revise joint discovery statement.	4.6
2020.04.24	Facebook Data Scrape	280	NJD	Further review and revisions to draft discovery dispute letter.	1.1
2020.04.24	Facebook Data Scrape	280	NJD	Discussion of meet and confer with LTF. Arranging call re same.	0.5
2020.04.27	Facebook Data Scrape	280	AML	Final review of discovery letter and declaration.	4.4
2020.04.27	Facebook Data Scrape	280	JDA	Finalize joint discovery statement.	1.4
				Reviewed discovery dispute letter and exchanged messages with Neal Deckant regarding	
2020.04.27	Facebook Data Scrape	280	LTF	same and reviewed email to opposing counsel regarding same.	3.5
2020.04.27	Facebook Data Scrape	280	NJD	Finalizing dispute statement re code review. Sent our portion to Nicole.	1.7
				Exchanged messages with Neal Deckant regarding source code discovery dispute and	
2020.04.28	Facebook Data Scrape	280	LTF	reviewed emails regarding same.	0.2
				Call with Nicole Valco re scheduling joint discovery dispute (.3). Discussed same with LTF	
2020.04.28	Facebook Data Scrape	280	NJD	(.2).	0.5
2020.05.06	Facebook Data Scrape	280	AML	Research re potential discovery dispute.	3.4
2020.05.06	Facebook Data Scrape	280	NJD	Attention to discovery dispute.	0.4
2020.05.09	Facebook Data Scrape	280	NJD	Drafted email to Nicole Valco re discovery meet and confer efforts.	1.1

2020.05.11	Facebook Data Scrape	280	NJD	Sent email to Nicole Valco re scheduling and timing of joint dispute statement.	0.4
2020.05.13	Facebook Data Scrape	280	LTF	Emailed Neal Deckant and Josh Arisohn regarding discovery dispute call.	0.1
2020.05.13	Facebook Data Scrape	280	NJD	Exchanged emails with Nicole Valco re code review and scheduling the next M&C conference call. Sent internal memo to team re next steps.	2.6
2020.05.14	Facebook Data Scrape	280	NJD	Arranging call with Nicole Valco re code review.	0.3
2020.05.15	Facebook Data Scrape	280	JDA	Call with defense counsel.	0.7
2020.05.15	Facebook Data Scrape	280	LTF	Prepared for call with defendant's counsel regarding source code dispute and attended call and exchanged messages with Josh Arisohn and Neal Deckant regarding same.	0.9
2020.05.15	Facebook Data Scrape	280	NJD	Prepare (.5) and attend (.7) call with Nicole Valco re discovery dispute. Planned next steps (1.1).	2.3
2020.05.18	Facebook Data Scrape	280	AML	Analyzed FB's inserts to joint letter and discussed with JDA.	2.1
2020.05.18	Facebook Data Scrape	280	JDA	Review FB's portion of joint letter.	0.8
2020.05.18	Facebook Data Scrape	280	JDA	Review letter, discuss with AML.	1.4
2020.05.18	Facebook Data Scrape	280	JDA	Research re [WORK PRODUCT].	2.5
2020.05.18	Facebook Data Scrape	280	LTF	Reviewed revised letter brief and exchanged emails with Neal Deckant and Josh Arisohn regarding same (.2); reviewed order from Judge Seeborg and exchanged messages with Mr. Deckant regarding same (.2).	0.4
2020.05.18	Facebook Data Scrape	280	NJD	Reviewed order from judge.	0.5
2020.05.18	Facebook Data Scrape	280	NJD	Drafted second draft of discovery dispute statement. Emailed to defense counsel.	2.9
2020.05.19	Facebook Data Scrape	280	AML	Research re discovery motion.	3.5
2020.05.19	Facebook Data Scrape	280	JDA	Work on issues related to discovery motion.	0.6
2020.05.19	Facebook Data Scrape	280	NJD	Reviewed and commented on next draft of discovery dispute statement.	0.3
2020.05.20	Facebook Data Scrape	280	DLS	Finalized and filed discovery statement.	0.5
2020.05.20	Facebook Data Scrape	280	JDA	Finalize discovery motion.	1.9
2020.05.20	Facebook Data Scrape	280	NJD	Finalizing and filing joint discovery dispute statement.	2.9
2020.05.22	Facebook Data Scrape	280	MCS	Discussed filing with NJD and DLS, filed discovery declaration.	1.8
2020.05.22	Facebook Data Scrape	280	NJD	Finalized supplemental declaration for filing, discussed same with team.	3.2
2020.05.26	Facebook Data Scrape	280	DLS	Finalized and filed supplemental letter brief.	0.4
2020.05.26	Facebook Data Scrape	280	NJD	Finalizing and filing joint supplemental discovery letter brief.	2.1
2020.05.26	Facebook Data Scrape	280	NJD	Researched M&C deadline for settlement. Emailed Nicole Valco re same.	0.4
2020.05.29	Facebook Data Scrape	280	NJD	Emailed JDA re expert issues.	0.2
2020.06.02	Facebook Data Scrape	280	NJD	Checked in with N. Valco re scheduling M&C.	0.2
2020.06.03	Facebook Data Scrape	280	LTF	Exchanged messages with Neal Deckant regarding meet and confer with defendant's counsel.	0.1
2020.06.03	Facebook Data Scrape	280	NJD	Arranged call with Nicole Valco.	0.3
2020.06.05	Facebook Data Scrape	280	NJD	Corresponding with JND re doc hosting.	0.2
2020.06.08	Facebook Data Scrape	280	JGM	Preparation and Review of Notice of Change of Address for SAB.	0.8

2020.06.08 Facebook Data Scrape	280	LTF	Reviewed emails from Mr. Deckant and Josh Arisohn regarding discovery hearing. Got oral argument notice. Began prep and wrote internal memo for JDA. Discussed with	0.4
2020.06.08 Facebook Data Scrape	280	NJD	LTF.	2.5
2020.06.09 Facebook Data Scrape	280	NJD	Prep for hearing.	0.6
2020.06.10 Facebook Data Scrape	280	LTF	Review NJD hearing outline.	2.2
2020.06.10 Facebook Data Scrape	280	NJD	Prep for hearing.	2.5
2020.06.11 Facebook Data Scrape	280	AML	Assist with hearing prep.	2.7
2020.06.11 Facebook Data Scrape	280	NJD	Final prep for discovery dispute hearing.	3.3
2020.06.11 Facebook Data Scrape	280	NJD	Discovery dispute hearing.	0.3
2020.06.11 Facebook Data Scrape	280	NJD	Drafted internal memo re hearing outcome.	1.2
2020.06.12 Facebook Data Scrape	280	AML	M&C call w/ defense counsel .	0.4
2020.06.12 Facebook Data Scrape	280	JDA	Call with Defendant's counsel.	0.4
2020.06.12 Facebook Data Scrape	280	NJD	Prep for call with defense counsel. Reviewed docket entries and orders re same.	0.9
2020.06.12 Facebook Data Scrape	280	NJD	Call with defense counsel re 5/18 Order.	0.4
2020.06.12 Facebook Data Scrape	280	NJD	Attention to logistics of the code review. Sent email to Nicole Valco requesting a M&C and specific documents for RFI 4 and 5.	0.3
2020.06.12 Facebook Data Scrape	280	NJD	Reviewed discovery order.	0.8
2020.06.16 Facebook Data Scrape	280	NJD	Reviewed and approved stipulation re mediation.	0.4
2020.07.06 Facebook Data Scrape	280	NJD	Update with JDA about status of code review.	0.5
2020.07.14 Facebook Data Scrape	280	NJD	Compiled expenses with RR.	0.2
2020.07.21 Facebook Data Scrape	280	JDA	Discuss code review with NJD.	0.5
2020.07.21 Facebook Data Scrape	280	NJD	Coordinating code review logistics.	0.4
2020.07.22 Facebook Data Scrape	280	NJD	Coordinating on code review team.	0.5
2020.08.12 Facebook Data Scrape	280	JDA	Call with experts.	0.5
2020.08.12 Facebook Data Scrape	280	JDA	Draft email to Defendant re scheduling code review.	0.3
2020.08.19 Facebook Data Scrape	280	JDA	Coordinate code review.	1.5
2020.08.24 Facebook Data Scrape	280	JDA	Coordinate code review.	0.5
2020.08.25 Facebook Data Scrape	280	JDA	Coordinate code review.	0.5
2020.08.26 Facebook Data Scrape	280	JDA	Coordinate code review.	0.3
2020.08.27 Facebook Data Scrape	280	JDA	Coordinate code review.	0.3
2020.08.27 Facebook Data Scrape	280	NJD	Confer with team about the source code review.	0.4
2020.08.27 Facebook Data Scrape	280	SER	Confer with team re research project.	0.1
2020.08.28 Facebook Data Scrape	280	NJD	Coordination with SER re research project.	0.7
2020.08.28 Facebook Data Scrape	280	NJD	Attention to code review.	0.5
2020.08.30 Facebook Data Scrape	280	JDA	Coordinate code review.	0.4
2020.08.31 Facebook Data Scrape	280	AML	Call w/ experts.	1.4
2020.09.02 Facebook Data Scrape	280	JDA	Review source code deficiencies.	0.5

2020.09.02	Facebook Data Scrape	280	JDA	Discuss source code deficiencies with [PRIVILEGED].	0.3
2020.09.02	Facebook Data Scrape	280	JDA	Draft letter re source code deficiencies.	2.4
2020.09.03	Facebook Data Scrape	280	AML	Review/research re draft deficiency letter.	3.5
2020.09.04	Facebook Data Scrape	280	JDA	Call with experts.	0.3
2020.09.04	Facebook Data Scrape	280	JDA	Draft deficiency letter.	0.5
2020.09.15	Facebook Data Scrape	280	SER	Research for AML.	1.7
2020.09.16	Facebook Data Scrape	280	NJD	Review of status of code review.	0.6
2020.09.16	Facebook Data Scrape	280	SER	Research for AML.	1.2
2020.09.18	Facebook Data Scrape	280	SER	Research for AML.	0.9
2020.09.21	Facebook Data Scrape	280	NJD	Attention to emails re code dispute.	0.2
2020.09.21	Facebook Data Scrape	280	SER	Research for AML.	1.1
2020.09.22	Facebook Data Scrape	280	NJD	Research re [WORK PRODUCT].	1.5
2020.09.28	Facebook Data Scrape	280	SER	Fielded calls from class members.	0.8
2020.10.01	Facebook Data Scrape	280	SER	Research for AML.	1.0
2020.10.02	Facebook Data Scrape	280	JDA	Call with defense counsel.	0.3
2020.10.05	Facebook Data Scrape	280	NJD	Reviewed discovery dispute letter.	0.3
2020.10.06	Facebook Data Scrape	280	JDA	Review letter response re code production deficiency.	0.4
2020.10.06	Facebook Data Scrape	280	SER	Fielded calls from class members.	0.9
2020.10.07	Facebook Data Scrape	280	JDA	Discuss case with [PRIVILEGED].	0.7
2020.10.07	Facebook Data Scrape	280	JDA	Draft letter about code production.	0.7
2020.10.08	Facebook Data Scrape	280	SER	Fielded calls from class members.	0.5
2020.10.13	Facebook Data Scrape	280	SER	Fielded calls from class members.	1.2
2020.10.14	Facebook Data Scrape	280	JDA	Review letter from defense counsel.	0.2
2020.10.14	Facebook Data Scrape	280	JDA	Discuss letter with [PRIVILEGED].	0.3
2020.10.15	Facebook Data Scrape	280	NJD	Drafted second set of requests for inspection.	0.8
2020.10.15	Facebook Data Scrape	280	SER	Fielded calls from class members.	0.6
2020.10.16	Facebook Data Scrape	280	JDA	Prepare for meet and confer.	3.2
2020.10.16	Facebook Data Scrape	280	JDA	Discuss case with [PRIVILEGED].	0.9
2020.10.16	Facebook Data Scrape	280	NJD	Attention to meet and confer re code production issues.	0.4
2020.10.19	Facebook Data Scrape	280	AML	Review and edits to joint discovery motion.	4.1
2020.10.19	Facebook Data Scrape	280	JDA	Draft joint discovery motion.	3.9
2020.10.19	Facebook Data Scrape	280	JDA	Attend meet and confer call.	0.4
2020.10.19	Facebook Data Scrape	280	JDA	Draft letter to defense counsel.	0.8
2020.10.19	Facebook Data Scrape	280	NJD	Update re status of source code review. Reviewed JDA's letter and discussed with same.	0.6
2020.10.21	Facebook Data Scrape	280	AML	Drafted amendment to complaint (3.6); research re same (2.9).	6.5
2020.10.21	Facebook Data Scrape	280	JDA	Review draft amended complaint.	2.5
2020.10.21	Facebook Data Scrape	280	SER	Fielded calls from class members.	0.5

2020.10.22	Facebook Data Scrape	280	NJD	Reviewed draft CIPA complaint.	1.8
2020.10.22	Facebook Data Scrape	280	SER	Research re [WORK PRODUCT].	0.6
2020.10.23	Facebook Data Scrape	280	NJD	Research re amended complaint.	0.4
2020.10.26	Facebook Data Scrape	280	NJD	Reviewed status of source code dispute issue.	0.2
2020.10.27	Facebook Data Scrape	280	AML	Edits and research re discovery dispute letter.	3.8
2020.10.27	Facebook Data Scrape	280	JDA	Review letter from Defendant.	0.4
2020.10.27	Facebook Data Scrape	280	JDA	Draft dispute letter.	5.8
2020.10.27	Facebook Data Scrape	280	NJD	Reviewed and approved joint discovery dispute letter.	0.4
2020.10.27	Facebook Data Scrape	280	NJD	Attention to amended complaint.	0.3
2020.10.27	Facebook Data Scrape	280	SER	Research for AML.	0.6
2020.11.03	Facebook Data Scrape	280	SER	Research for AML.	1.6
2020.11.04	Facebook Data Scrape	280	JDA	Prepare for meet and confer call.	0.8
2020.11.04	Facebook Data Scrape	280	JDA	Attend meet and confer call.	0.4
2020.11.04	Facebook Data Scrape	280	LTF	Calls with Josh Arisohn and call with defendant's counsel regarding source code issues and reviewed letters regarding same.	0.6
2020.11.05	Facebook Data Scrape	280	SER	Fielded calls from class members.	0.2
2020.11.06	Facebook Data Scrape	280	JDA	Review letter from defense counsel.	0.3
2020.11.06	Facebook Data Scrape	280	JDA	Discuss case with [PRIVILEGED].	0.2
2020.11.09	Facebook Data Scrape	280	SER	Fielded calls from class members.	0.7
2020.11.10	Facebook Data Scrape	280	AML	Contacted clients re: case update.	1.9
2020.11.10	Facebook Data Scrape	280	JDA	Review portion of joint letter.	0.5
2020.11.10	Facebook Data Scrape	280	JDA	Revise joint letter.	3.8
2020.11.10	Facebook Data Scrape	280	SER	Research for AML.	0.2
2020.11.12	Facebook Data Scrape	280	SER	Research for AML.	0.2
2020.11.16	Facebook Data Scrape	280	AML	Edits to TACC.	3.2
2020.11.16	Facebook Data Scrape	280	NJD	Review of third draft of complaint.	0.7
2020.11.17	Facebook Data Scrape	280	JDA	Revise joint letter.	2.8
2020.11.17	Facebook Data Scrape	280	JDA	Meet and confer call.	0.2
2020.11.18	Facebook Data Scrape	280	NJD	Review of TACC.	0.3
2020.11.23	Facebook Data Scrape	280	DLS	Finalized and filed discovery letter brief under seal; emailed judge the proposed order and served.	1.2
2020.11.23	Facebook Data Scrape	280	JDA	Finalize and file dispute letter.	3.5
2020.11.23	Facebook Data Scrape	280	LTF	Reviewed emails regarding discovery dispute statement.	0.4
2020.11.23	Facebook Data Scrape	280	SER	Contact clients .	0.4
2020.11.24	Facebook Data Scrape	280	DLS	Filed notice re response.	0.4
2020.11.24	Facebook Data Scrape	280	JDA	Draft notice re meet and confer process.	2.5
2020.11.25	Facebook Data Scrape	280	SER	Research for AML.	0.5

2020.11.30	Facebook Data Scrape	280	AML	Research re mtn for leave to amend.	3.7
2020.12.01	Facebook Data Scrape	280	SER	Research for AML.	0.4
2020.12.03	Facebook Data Scrape	280	JDA	Revise TACC.	0.8
2020.12.04	Facebook Data Scrape	280	AML	Edits to mtn for leave .	3.0
2020.12.04	Facebook Data Scrape	280	JDA	Revise motion for leave to amend.	6.4
2020.12.07	Facebook Data Scrape	280	JDA	Prepare for discovery hearing.	7.4
2020.12.08	Facebook Data Scrape	280	AML	Assisted JDA with hearing prep.	4.7
2020.12.08	Facebook Data Scrape	280	AML	Finalized motion for leave to amend.	4.2
2020.12.08	Facebook Data Scrape	280	DLS	Finalized and filed motion for leave to amend.	2.0
2020.12.08	Facebook Data Scrape	280	JDA	Prepare for discovery hearing.	7.5
2020.12.08	Facebook Data Scrape	280	MCS	Finalized and filed motion for leave to file TAC, sent proposed order to judge.	2.4
2020.12.08	Facebook Data Scrape	280	NJD	Reviewed documents produced. Reported to JDA.	0.9
2020.12.09	Facebook Data Scrape	280	JDA	Prepare for discovery hearing.	5.5
2020.12.09	Facebook Data Scrape	280	JDA	Attend discovery hearing.	0.5
2020.12.09	Facebook Data Scrape	280	JDA	Attention to expert declaration.	4.4
2020.12.09	Facebook Data Scrape	280	NJD	Attention to motion dates and calendaring.	0.4
2020.12.09	Facebook Data Scrape	280	NJD	Review of calendar on MTC. Attention to next steps/scheduling.	0.4
2020.12.11	Facebook Data Scrape	280	JDA	Review court order.	0.3
2020.12.11	Facebook Data Scrape	280	JMF	Prepared transcript order.	0.5
2020.12.11	Facebook Data Scrape	280	NJD	Scheduling discussion.	0.2
2020.12.14	Facebook Data Scrape	280	JDA	Call with experts.	0.9
2020.12.14	Facebook Data Scrape	280	NJD	Check in re status of motion to amend briefing schedule.	0.4
2020.12.15	Facebook Data Scrape	280	NJD	Review and negotiation of stipulation permitting the filing of the Third Amended Complaint.	1.1
2020.12.16	Facebook Data Scrape	280	NJD	Finalizing response to motion to amend with Nicole Valco.	0.4
2020.12.18	Facebook Data Scrape	280	MCS	Finalized and filed TAC.	1.1
2020.12.30	Facebook Data Scrape	280	JDA	Call with experts about declaration.	0.7
2021.01.05	Facebook Data Scrape	280	JDA	Review expert declaration.	1.5
2021.01.05	Facebook Data Scrape	280	JDA	Review expert declaration.	6.5
2021.01.07	Facebook Data Scrape	280	JDA	Review expert declaration.	2.9
2021.01.08	Facebook Data Scrape	280	AML	Analyzed expert declaration.	5.2
2021.01.08	Facebook Data Scrape	280	JDA	Review expert declaration.	5.3
2021.01.08	Facebook Data Scrape	280	JDA	Call with experts.	0.4
2021.01.12	Facebook Data Scrape	280	AML	Final review of draft expert declaration.	2.3
2021.01.12	Facebook Data Scrape	280	JDA	Review expert declaration.	1.8
2021.01.12	Facebook Data Scrape	280	JDA	Discuss case with experts.	0.2
2021.01.12	Facebook Data Scrape	280	JDA	Prepare sealing motion.	0.8

2021.01.12 Facebook Data Scrape	280	NJD	Reviewed expert Declaration.	1.1
2021.01.14 Facebook Data Scrape	280	DLS	Drafted proof of service; filed declaration under seal and served by email.	1.6
2021.01.14 Facebook Data Scrape	280	NJD	Submitting expert Declaration with DS.	0.4
2021.01.22 Facebook Data Scrape	280	DLS	Reviewed rules and sent email to attorneys.	0.6
2021.01.25 Facebook Data Scrape	280	DLS	Attention to motion to seal order.	0.5
2021.01.26 Facebook Data Scrape	280	DLS	Filed redacted declaration.	0.9
2021.01.28 Facebook Data Scrape	280	NJD	Review of MTD.	0.4
2021.01.29 Facebook Data Scrape	280	JDA	Review MTD.	1.8
2021.01.29 Facebook Data Scrape	280	JDA	Draft opposition to MTD.	6.4
2021.01.29 Facebook Data Scrape	280	NJD	Review of MTD.	0.6
2021.01.30 Facebook Data Scrape	280	AML	Reviewed MTD.	4.1
2021.02.03 Facebook Data Scrape	280	JDA	Draft opposition to MTD.	6.5
2021.02.04 Facebook Data Scrape	280	JDA	Draft opposition to MTD.	5.4
2021.02.04 Facebook Data Scrape	280	NJD	Discussion with JDA.	0.4
2021.02.04 Facebook Data Scrape	280	RSR	Research for AML.	0.7
2021.02.05 Facebook Data Scrape	280	JDA	Draft opposition to MTD.	3.2
2021.02.08 Facebook Data Scrape	280	JDA	Draft opposition to MTD.	4.1
2021.02.08 Facebook Data Scrape	280	NJD	Review of production of code by FB. Sent email to JDA and AML to discuss.	0.2
2021.02.09 Facebook Data Scrape	280	JDA	Draft opposition to MTD.	5.7
2021.02.09 Facebook Data Scrape	280	NJD	Reviewing and discussing Facebook's designation of code callers.	0.3
2021.02.09 Facebook Data Scrape	280	NJD	Emailed defense counsel to request a meet-and-confer call re email production issues.	0.6
2021.02.09 Facebook Data Scrape	280	NJD	Call from Nicole Valco re scheduling meet and confer and discovery items (.2). Reviewed email and responded to JDA (.4).	0.6
2021.02.10 Facebook Data Scrape	280	JDA	Prepare to discuss case with N. Valco.	1.3
2021.02.10 Facebook Data Scrape	280	JDA	Call with N. Valco about discovery issues.	0.3
2021.02.10 Facebook Data Scrape	280	JDA	Draft opposition to MTD.	4.3
2021.02.10 Facebook Data Scrape	280	NJD	Discussion of scheduling call with Nicole Valco.	0.4
2021.02.10 Facebook Data Scrape	280	NJD	Initial scan of MTD opposition draft of JDA. Discussion of moving forward on edits with JDA, AML.	0.3
2021.02.11 Facebook Data Scrape	280	NJD	Reviewed and filed order extending Facebook's time to respond to Wong.	0.2
2021.02.12 Facebook Data Scrape	280	AML	Edits to MTD opp.	5.9
2021.02.12 Facebook Data Scrape	280	JDA	Draft opposition to MTD.	6.0
2021.02.16 Facebook Data Scrape	280	AML	Edits to MTD opp.	4.5
2021.02.16 Facebook Data Scrape	280	NJD	Review and revising MTD opposition.	2.1
2021.02.17 Facebook Data Scrape	280	DLS	Prepared TOC/TOA to MTD Opposition.	1.0
2021.02.18 Facebook Data Scrape	280	AML	Edits to MTD opp.	6.4
2021.02.18 Facebook Data Scrape	280	DLS	Filed MTD opposition.	0.5



2021.02.18 Facebook Data Scrape	280	NJD	Finalizing and filing MTD opposition.	0.4
2021.03.03 Facebook Data Scrape	280	AML	Reviewed D's response to Wong declaration.	2.8
2021.03.03 Facebook Data Scrape	280	JDA	Review response to Wong declaration.	1.8
2021.03.03 Facebook Data Scrape	280	NJD	Discussed Facebook's filings with JDA.	0.4
2021.03.05 Facebook Data Scrape	280	JDA	Discuss potential response declaration.	0.2
2021.03.11 Facebook Data Scrape	280	AML	Analyzed D's MTD reply brief .	2.0
2021.03.11 Facebook Data Scrape	280	JDA	Discuss case with N. Valco.	0.1
2021.03.11 Facebook Data Scrape	280	JDA	Discuss case with NJD.	0.3
2021.03.11 Facebook Data Scrape	280	JDA	Review MTD reply.	1.5
2021.03.11 Facebook Data Scrape	280	NJD	Discussion with JDA re next steps.	0.3
2021.04.13 Facebook Data Scrape	280	JDA	Prepare for call with defense counsel.	1.5
2021.04.13 Facebook Data Scrape	280	JDA	Call with N. Valco.	0.3
2021.04.13 Facebook Data Scrape	280	JDA	Discuss case deadlines with team.	1.5
2021.04.13 Facebook Data Scrape	280	NJD	Call with JDA re case update.	0.3
2021.04.23 Facebook Data Scrape	280	JDA	Prepare for discovery hearing.	5.7
2021.04.25 Facebook Data Scrape	280	JDA	Assisted JDA with hearing prep.	3.6
2021.04.25 Facebook Data Scrape	280	JDA	Prepare for discovery hearing.	3.9
2021.04.26 Facebook Data Scrape	280	JDA	Call with expert.	0.3
2021.04.27 Facebook Data Scrape	280	JDA	Discuss mediation with N. Valco.	0.3
2021.04.27 Facebook Data Scrape	280	JDA	Discuss mediation with team.	0.5
2021.05.03 Facebook Data Scrape	280	JDA	Schedule mediation.	0.3
2021.05.27 Facebook Data Scrape	280	NJD	Reviewed order from Judge Andersen re mediation dates and interim deadlines. Planned for upcoming mediation statement.	0.8
2021.05.28 Facebook Data Scrape	280	AML	Call re mediation statement.	0.3
2021.05.28 Facebook Data Scrape	280	JDA	Discuss mediation statement with team.	0.3
2021.05.28 Facebook Data Scrape	280	NJD	Call with team to discuss mediation prep, topics for mediation brief.	0.3
2021.06.01 Facebook Data Scrape	280	NJD	Confer with the mediation case manager re submission of payment info and intake forms.	0.3
2021.06.02 Facebook Data Scrape	280	AML	Research re mediation statement.	3.9
2021.06.03 Facebook Data Scrape	280	AML	Research re mediation statement (1.8); mediation statement drafting (3.1).	4.9
2021.06.05 Facebook Data Scrape	280	JDA	Prepare for call with Judge Andersen.	0.8
2021.06.05 Facebook Data Scrape	280	JDA	Call with Judge Andersen.	0.3
2021.06.06 Facebook Data Scrape	280	AML	Mediation statement research (5.3); mediation statement drafting (2.3).	7.6
2021.06.07 Facebook Data Scrape	280	JDA	Revise mediation statement.	4.6
2021.06.07 Facebook Data Scrape	280	NJD	Reviewed and redlined draft mediation brief.	1.8
2021.06.08 Facebook Data Scrape	280	AML	Final edits to mediation statement.	3.2
2021.06.09 Facebook Data Scrape	280	NJD	Confer re mediation statement.	0.4

2021.06.10	Facebook Data Scrape	280	JDA	Review proposed joint status update.	0.2
2021.06.10	Facebook Data Scrape	280	NJD	Check in with team re status update letter.	0.3
2021.06.11	Facebook Data Scrape	280	NJD	Reviewed status update letter. Updated calendar.	0.3
2021.06.14	Facebook Data Scrape	280	AML	Assisted with mediation prep.	4.4
2021.06.14	Facebook Data Scrape	280	JDA	Prepare for mediation.	3.8
2021.06.15	Facebook Data Scrape	280	AML	Attended mediation.	5.1
2021.06.15	Facebook Data Scrape	280	JDA	Attend mediation.	5.0
2021.06.15	Facebook Data Scrape	280	LTF	Discussed mediation with team.	0.3
				Final prep and discussion with JDA in advance of mediation. Mediation with Judge	
2021.06.15	Facebook Data Scrape	280	NJD	Andersen.	6.6
2021.06.15	Facebook Data Scrape	280	NJD	Debriefing with FJK and JKV.	0.3
2021.06.17	Facebook Data Scrape	280	AML	Research re potential discovery dispute issue.	3.1
2021.06.17	Facebook Data Scrape	280	NJD	Confer with JDA re request for M&C. Began prep.	1.3
2021.06.17	Facebook Data Scrape	280	NJD	Attention to discovery dispute.	0.4
2021.06.23	Facebook Data Scrape	280	JDA	Meet and confer call with Defendant.	0.5
2021.06.23	Facebook Data Scrape	280	NJD	Prep for and attend discovery dispute call. Reviewed transcripts.	1.6
2021.06.29	Facebook Data Scrape	280	JDA	Attend meet and confer call.	0.2
				Confer with JDA in preparation for discovery dispute call (.3). Discussion with Joe and	
2021.06.29	Facebook Data Scrape	280	NJD	Nicole (.4). Assigned AML to prepare amended discovery responses (.3).	1.0
2021.07.02	Facebook Data Scrape	280	DLS	Finalized and filed joint status report.	0.4
2021.07.02	Facebook Data Scrape	280	NJD	Coordinating with DS and JDA to file joint status update.	0.4
2021.07.09	Facebook Data Scrape	280	JDA	Call with N. Valco.	0.2
2021.07.15	Facebook Data Scrape	280	JDA	Call with [WORK PRODUCT].	0.2
2021.07.15	Facebook Data Scrape	280	NJD	Attention to source code review and next steps.	0.4
2021.07.16	Facebook Data Scrape	280	NJD	Attention to discovery dispute issues.	0.7
2021.07.19	Facebook Data Scrape	280	JDA	Draft joint status update.	1.4
2021.07.19	Facebook Data Scrape	280	NJD	Review and edits to draft status update report.	0.4
2021.07.20	Facebook Data Scrape	280	AML	Drafted new plaintiff RFP responses and ROG responses.	5.2
2021.07.20	Facebook Data Scrape	280	JDA	Call with Defense counsel.	0.2
2021.07.20	Facebook Data Scrape	280	NJD	Discussion with JDA re call with Nicole about discovery dispute.	0.2
2021.07.21	Facebook Data Scrape	280	NJD	Reviewed Nicole's edits to the joint statement .	0.3
2021.07.21	Facebook Data Scrape	280	NJD	Final review of joint statement, and monitoring emails re sealing.	0.2
2021.07.22	Facebook Data Scrape	280	JDA	Review discovery responses.	2.8
2021.07.23	Facebook Data Scrape	280	DLS	Served discovery responses.	0.2
2021.07.23	Facebook Data Scrape	280	NJD	Reviewed and redlined new Plaintiff's discovery responses.	0.6
				Reviewed correspondence with JDA and defense counsel about second-stage code review	
2021.08.05	Facebook Data Scrape	280	NJD	project.	0.4

2021.08.13	Facebook Data Scrape	280	JDA	Discuss code review with Def.	0.2
2021.08.19	Facebook Data Scrape	280	NJD	Review of letter from Nicole re source code review status.	0.2
2021.08.20	Facebook Data Scrape	280	JMF	Overnighted letter.	0.2
2021.08.23	Facebook Data Scrape	280	NJD	Review of email correspondence re status of code review.	0.3
2021.08.23	Facebook Data Scrape	280	NJD	Confer with JDA regarding upcoming deadlines.	0.3
2021.09.07	Facebook Data Scrape	280	NJD	Review and comment on stipulation regarding the Third Amended Complaint.	0.4
2021.09.07	Facebook Data Scrape	280	NJD	Attention to code review issues with team.	0.6
2021.09.14	Facebook Data Scrape	280	NJD	Attention to settlement.	0.5
2021.09.28	Facebook Data Scrape	280	JDA	Discuss case with Judge Andersen.	0.2
2021.10.01	Facebook Data Scrape	280	NJD	Reviewed order setting status conference. Calendared dates.	0.2
2021.10.04	Facebook Data Scrape	280	NJD	Discussion with JDA about next steps in case.	0.3
2021.10.14	Facebook Data Scrape	280	NJD	Calendaring new dates for status conference and submission of status report.	0.3
2021.10.15	Facebook Data Scrape	280	JDA	Call with J. Andersen.	0.2
2021.10.18	Facebook Data Scrape	280	JDA	Call with team.	0.3
2021.10.18	Facebook Data Scrape	280	JDA	Review lodestar calculation.	0.2
2021.10.18	Facebook Data Scrape	280	NJD	Strategy call with JDA and AML.	0.5
2021.10.19	Facebook Data Scrape	280	NJD	Attention to potential resolution.	1.2
2021.10.28	Facebook Data Scrape	280	JDA	Call with experts.	0.4
2021.11.17	Facebook Data Scrape	280	AML	Call with experts.	0.9
2021.11.17	Facebook Data Scrape	280	JDA	Review notes from expert.	3.9
2021.11.17	Facebook Data Scrape	280	JDA	Call with experts.	0.8
2021.11.17	Facebook Data Scrape	280	NJD	Review of data and prep for call. Discussion with team re same.	0.3
2021.11.17	Facebook Data Scrape	280	NJD	Call with William Wong and JDA (.4). Later debriefing and discussion (.1)	0.5
2021.11.19	Facebook Data Scrape	280	NJD	Update with JDA and AML re potential resolution, discussed strategies.	0.3
2021.11.19	Facebook Data Scrape	280	RSR	Gathered diary entries for AML (.3)	0.3
2021.11.22	Facebook Data Scrape	280	NJD	Conferring with JDA about status report, and possible extension.	0.3
2021.11.22	Facebook Data Scrape	280	NJD	Reviewing filed status report.	0.2
2021.11.22	Facebook Data Scrape	280	NJD	Calendared new dates for CMC. Corresponded with team about coverage.	0.3
2021.11.23	Facebook Data Scrape	280	RSR	Prepared lodestar (.4)	0.4
2021.11.24	Facebook Data Scrape	280	JMF	Finalized lodestar and time entries.	1.0
2021.11.29	Facebook Data Scrape	280	JMF	Finalized lodestar and time entries.	2.0
2021.12.03	Facebook Data Scrape	280	JDA	Revised CMC statement.	0.8
2021.12.03	Facebook Data Scrape	280	NJD	Reviewed and redlined status update letter from AML.	0.4
2021.12.03	Facebook Data Scrape	280	NJD	Call with JDA and AML about joint status report.	0.4
2021.12.16	Facebook Data Scrape	280	AML	Prepared for (2.2) and attended (0.2) status conference.	2.4
2021.12.16	Facebook Data Scrape	280	NJD	Discussed hearing with AML, negotiating schedule, and next steps.	0.3
2021.12.17	Facebook Data Scrape	280	NJD	Scheduling call with Nicole and Beth.	0.2

2021.12.21	Facebook Data Scrape	280	NJD	M&C call with AML and defense counsel re proposed schedule, ESI search terms, next steps.	0.3
2021.12.22	Facebook Data Scrape	280	NJD	Finalizing joint scheduling stip with JDA and AML.	0.7
2021.12.22	Facebook Data Scrape	280	NJD	Attention to mediation and settlement offer. Several internal memos with JDA and AML about offer/counteroffer strategy.	0.4
2022.01.03	Facebook Data Scrape	280	NJD	Review of scheduling order and calendared dates. Checked on next steps.	0.4
2022.01.04	Facebook Data Scrape	280	JDA	Review and revise proposed injunctive relief language and discuss with team.	0.8
2022.01.04	Facebook Data Scrape	280	NJD	Review of draft injunctive relief provision. Email correspondence and internal memo with JDA and AML re same.	0.6
2022.01.05	Facebook Data Scrape	280	NJD	Update with LTF re case status.	0.3
2022.01.06	Facebook Data Scrape	280	AML	Reviewed D's settlement proposal (0.6); research re same (1.7)	2.3
2022.01.07	Facebook Data Scrape	280	NJD	Reviewed latest revisions to injunctive relief language and responded to team.	0.3
2022.01.08	Facebook Data Scrape	280	NJD	Numerous rounds of emails with JDA, AML about case resolution and negotiation strategy.	0.7
2022.01.09	Facebook Data Scrape	280	NJD	Confer with JDA about settlement.	0.4
2022.01.28	Facebook Data Scrape	280	AML	Call w/ defense counsel re discovery issues.	0.4
2022.01.28	Facebook Data Scrape	280	NJD	Conference call with defense counsel re discovery obligations and ESI collection.	0.4
2022.02.02	Facebook Data Scrape	280	NJD	Discussed latest settlement offer with JDA, AML.	0.4
2022.02.04	Facebook Data Scrape	280	NJD	Review and comment on draft term sheet.	0.4
2022.02.04	Facebook Data Scrape	280	NJD	Further discussion re resolution.	0.4
2022.02.05	Facebook Data Scrape	280	JDA	Discuss case with J. Andersen.	0.5
2022.02.07	Facebook Data Scrape	280	AML	Drafted term sheet (1.1); research re same (1.2)	2.3
2022.02.07	Facebook Data Scrape	280	RSR	Updated lodestar summary (.4)	0.4
2022.02.11	Facebook Data Scrape	280	NJD	Reviewing mediator's recommendation, and correspondance with team re same.	0.4
2022.02.14	Facebook Data Scrape	280	JDA	Discuss case with team.	0.3
2022.02.15	Facebook Data Scrape	280	NJD	Attention to mediator's proposal and correspondance re same.	0.4
2022.02.18	Facebook Data Scrape	280	NJD	Finalizing settlement.	0.3
2022.02.28	Facebook Data Scrape	280	JDA	Review edits to term sheet and discuss with team.	0.3
2022.02.28	Facebook Data Scrape	280	NJD	Review of latest redlines to term sheet. Discussion with team re same.	0.4
2022.02.28	Facebook Data Scrape	280	NJD	Attention to finalization of settlement agreement.	0.4
2022.03.01	Facebook Data Scrape	280	AML	Drafted notice of settlement.	0.3
2022.03.01	Facebook Data Scrape	280	NJD	Reviewed and redlined notice of settlement.	0.3
2022.03.03	Facebook Data Scrape	280	DLS	Made edits; finlized and filed.	0.7
2022.03.03	Facebook Data Scrape	280	NJD	Finalizing notice of settlement with DS.	0.3
2022.03.03	Facebook Data Scrape	280	NJD	Review of order setting PA motion deadline, calendared.	0.2
2022.03.07	Facebook Data Scrape	280	AML	Research re PA briefing (1.8); began drafting PA motion (2.8)	4.6
2022.03.08	Facebook Data Scrape	280	AML	PA briefing.	2.2

2022.03.10	Facebook Data Scrape	280	AML	Research re prelim approval briefing.	2.8
2022.03.15	Facebook Data Scrape	280	NJD	Responding to inquiry, attention to SA and PA motion.	0.4
2022.03.16	Facebook Data Scrape	280	AML	Research re preliminary approval briefing.	1.8
2022.03.21	Facebook Data Scrape	280	AML	Preliminary approval, Deckant declaration drafting.	4.1
2022.03.22	Facebook Data Scrape	280	NJD	Update re status of SA drafting and final resolution with team.	0.2
2022.03.23	Facebook Data Scrape	280	NJD	Discussion about timing of finalizing SA and PA motion.	0.3
2022.03.24	Facebook Data Scrape	280	AML	Deckant declaration drafting.	1.8
2022.03.24	Facebook Data Scrape	280	NJD	Correspondance with Greg Haber re claims admin.	0.2
2022.03.25	Facebook Data Scrape	280	AML	Reviewed draft settlement agreement.	2.4
2022.03.25	Facebook Data Scrape	280	JDA	Review and draft settlement agreement.	1.7
2022.03.25	Facebook Data Scrape	280	NJD	Confer with team re settlement agreement.	0.2
2022.03.25	Facebook Data Scrape	280	NJD	Reviewed and redlined draft settlement agreement.	1.8
2022.03.28	Facebook Data Scrape	280	AML	Drafted stip re PA extension.	0.3
2022.03.28	Facebook Data Scrape	280	NJD	Discussed timing of preliminary approval motion with team, and reviewed stipulation for an extension drafted by Alec.	0.4
2022.04.01	Facebook Data Scrape	280	DLS	Finalized and filed status report.	0.4
2022.04.11	Facebook Data Scrape	280	JDA	Discuss case with team.	0.3
2022.04.11	Facebook Data Scrape	280	NJD	Review of latest draft of SA, discussed exhibits, PA, FA orders, and next steps with team.	0.4
2022.04.11	Facebook Data Scrape	280	NJD	Discussion re quick pay.	0.2
2022.04.11	Facebook Data Scrape	280	NJD	Discussion re quick pay.	0.3
2022.04.11	Facebook Data Scrape	280	NJD	Further discussion re SA finalization.	0.3
2022.04.13	Facebook Data Scrape	280	AML	Drafted proposed order granting preliminary approval (1.6); research re same (0.7); drafted proposed order granting final approval (1.8)	4.1
2022.04.14	Facebook Data Scrape	280	JDA	Review preliminary approval order.	0.3
2022.04.14	Facebook Data Scrape	280	JDA	Review final approval order.	0.4
2022.04.14	Facebook Data Scrape	280	NJD	Reviewed and redlined draft PA and FA order, sent comments back to JDA and AML.	0.6
2022.04.18	Facebook Data Scrape	280	AML	Edits to draft preliminary approval brief.	1.9
2022.04.18	Facebook Data Scrape	280	NJD	Reviewed and redlined draft PA motion.	0.6
2022.04.25	Facebook Data Scrape	280	AML	Finalized Deckant declaration.	0.7
2022.04.29	Facebook Data Scrape	280	NJD	Check in re PA motion.	0.3
2022.05.02	Facebook Data Scrape	280	DLS	Finalized and filed status report.	0.5
2022.05.02	Facebook Data Scrape	280	NJD	Finalizing joint status report.	0.4
2022.05.02	Facebook Data Scrape	280	NJD	Overseeing finalization and filing of joint status report.	0.4
2022.05.05	Facebook Data Scrape	280	NJD	Reviewed latest edits to PA motion.	0.4
2022.05.06	Facebook Data Scrape	280	JDA	Review preliminary approval edits.	0.6
2022.05.10	Facebook Data Scrape	280	AJR	Mailed out overnight letters for AML.	0.2
2022.05.12	Facebook Data Scrape	280	NJD	Attention to scheduling re settlement, PA filing, etc.	0.4

2022.05.13	Facebook Data Scrape	280	NJD	Monitoring finalization of settlement and PA motion.	0.4
2022.05.16	Facebook Data Scrape	280	NJD	Reviewed latest PA motion draft, and sent comments to team.	0.6
2022.05.16	Facebook Data Scrape	280	NJD	Confer with JDA about edits and filing deadline.	0.2
2022.05.16	Facebook Data Scrape	280	RSR	Combined signature pages for settlement agreement (0.3); format Prelim Approval brief and prepare tables (0.6)	0.9
2022.05.17	Facebook Data Scrape	280	DLS	Made edits to document.	0.2
2022.05.17	Facebook Data Scrape	280	NJD	Reviewed latest updates re PA finalization, provided hearing dates to AML.	0.2
2022.05.17	Facebook Data Scrape	280	NJD	Hearing staffing with AML.	0.1
2022.05.17	Facebook Data Scrape	280	NJD	Planning hearing date.	0.3
2022.05.17	Facebook Data Scrape	280	RSR	Updated lodestar summary for fee brief (0.3)	0.3
2022.05.18	Facebook Data Scrape	280	AML	Finalized docs in support of prelim approval.	2.3
2022.05.18	Facebook Data Scrape	280	DLS	Made edits to preliminary approval motion and finalized and filed.	1.0
2022.05.18	Facebook Data Scrape	280	LTF	Discussed preliminary approval filing with Neal Deckant and Debbie Schroeder.	0.3
2022.05.18	Facebook Data Scrape	280	MCS	Cite formatting and tables on brief, finalized, filed, sent proposed order to judge.	2.0
2022.05.18	Facebook Data Scrape	280	NJD	Dealing with mis-filed PA brief. Discussed with LTF and AML. Got in contact with DS re same. Monitored correction with clerk.	0.8
2022.05.27	Facebook Data Scrape	280	MCS	Added attestation and finalized stip. Filed and sent proposed order to judge.	1.8
2022.06.08	Facebook Data Scrape	280	MCS	Finalized and filed reply to preliminary approval motion.	1.2
2022.06.08	Facebook Data Scrape	280	NJD	Drafted PA reply.	0.4
2022.06.08	Facebook Data Scrape	280	NJD	Approved PA reply for filing, discussed Facebook vs. "Meta" naming issue with MCS as it concerned filing procedures.	0.3
2022.07.08	Facebook Data Scrape	280	NJD	Confirming staffing at Zoom hearing, emailing clerk.	0.3
2022.07.13	Facebook Data Scrape	280	NJD	Hearing prep. Call with Nicole.	0.2
2022.07.13	Facebook Data Scrape	280	NJD	Hearing prep.	2.4
2022.07.14	Facebook Data Scrape	280	JDA	Discuss case with N. Deckant.	0.3
2022.07.14	Facebook Data Scrape	280	JDA	Discuss case with Judge Andersen.	0.3
2022.07.14	Facebook Data Scrape	280	JMF	Prepared transcript order.	0.5
2022.07.14	Facebook Data Scrape	280	LTF	Discussed preliminary approval hearing with Neal Deckant.	0.4
2022.07.14	Facebook Data Scrape	280	MCS	Filed transcript order.	0.6
2022.07.14	Facebook Data Scrape	280	NJD	Discussed hearing with JDA, AML.	0.2
2022.07.14	Facebook Data Scrape	280	NJD	Final approval hearing (.5). Debriefing with team (1.3)	1.8
2022.07.14	Facebook Data Scrape	280	NJD	Hearing prep.	0.9
2022.07.14	Facebook Data Scrape	280	NJD	Further discussion with JDA, arranging call with experts next week.	0.3
2022.07.14	Facebook Data Scrape	280	NJD	Transcript request. Responding to questions re timing.	0.3
2022.07.14	Facebook Data Scrape	280	NJD	Sent memo checklist to team about what needs to be done re final approval and fees.	0.4
2022.07.15	Facebook Data Scrape	280	DLS	Prepared check for transcript and mailed.	0.2
2022.07.15	Facebook Data Scrape	280	JMF	Mailed check for transcript request.	0.2

2022.07.15 Facebook Data Scrape	280	NJD	Further discussion of final approval hearing with team. Responded to Nicole with proposed FA dates. Reviewed proposed order, reviewed	0.4
2022.07.20 Facebook Data Scrape	280	NJD	Seeborg availability.	0.4
2022.07.20 Facebook Data Scrape	280	NJD	Postmortem discussion with LTF, several rounds of email.	0.3
2022.07.21 Facebook Data Scrape	280	AML	Call w/ expert.	0.5
2022.07.21 Facebook Data Scrape	280	JDA	Discuss case with J. Frankovitz.	0.5
2022.07.21 Facebook Data Scrape	280	NJD	Call with Quandary Peak with JDA.	0.5
2022.07.25 Facebook Data Scrape	280	JDA	Review transcript from preliminary approval hearing.	0.5
2022.07.25 Facebook Data Scrape	280	JDA	Discuss case with J. Andersen.	0.3
2022.07.25 Facebook Data Scrape	280	NJD	Answering questions from court reporter.	0.2
2022.07.25 Facebook Data Scrape	280	NJD	Reviewing transcript.	0.2
2022.07.25 Facebook Data Scrape	280	NJD	Discussion with team re alternate structures.	0.4
2022.07.28 Facebook Data Scrape	280	JDA	Call with J. Frankovitz.	0.5
2022.07.28 Facebook Data Scrape	280	NJD	Meeting with Jason Frankovitz.	0.5
2022.08.03 Facebook Data Scrape	280	NJD	Provided hearign date to clerk. Calendared filing deadlines.	0.4
2022.08.03 Facebook Data Scrape	280	NJD	Coordinated internal deadlines for filing with team. Proposed early filing date.	0.5
2022.08.04 Facebook Data Scrape	280	JDA	Review posting for website.	0.2
2022.08.04 Facebook Data Scrape	280	NJD	Rescheduling Frankovitz call.	0.1
2022.08.04 Facebook Data Scrape	280	NJD	Email to clerk re scheduling issue.	0.3
2022.08.04 Facebook Data Scrape	280	NJD	Posted settlement notice to website.	1.9
2022.08.04 Facebook Data Scrape	280	NJD	Paying invoice re transcript.	0.1
2022.08.08 Facebook Data Scrape	280	NJD	Touch base with EW re server credentials.	0.1
2022.08.10 Facebook Data Scrape	280	AML	Final approval drafting.	3.9
2022.08.12 Facebook Data Scrape	280	AML	FA drafting.	2.9
2022.08.12 Facebook Data Scrape	280	NJD	Skimmed draft PA motion, correspond with AML about edits and additions.	0.4
2022.08.15 Facebook Data Scrape	280	JDA	Attend call with J. Frankovitz.	0.2
2022.08.15 Facebook Data Scrape	280	NJD	Call with Jason and JDA.	0.2
2022.08.16 Facebook Data Scrape	280	AML	Final approval drafting.	4.4
2022.08.16 Facebook Data Scrape	280	NJD	Revised Frankovitz Declaration.	1.7
2022.08.18 Facebook Data Scrape	280	JDA	Revise Frankovitz declaration.	0.5
2022.08.18 Facebook Data Scrape	280	JDA	Call with J. Frankovitz.	0.5
2022.08.18 Facebook Data Scrape	280	JDA	Review and revise final approval motion.	1.7
2022.08.18 Facebook Data Scrape	280	JDA	Review and revise fee motion.	0.6
2022.08.18 Facebook Data Scrape	280	NJD	Call with Jason Frankovitz and JDA re expert declaration.	0.8
2022.08.18 Facebook Data Scrape	280	NJD	Coordinating editing with JDA.	0.3
2022.08.18 Facebook Data Scrape	280	NJD	Confer with JDA about revising briefs, reviewed current status.	0.3
2022.08.18 Facebook Data Scrape	280	NJD	Discussed consumer survey with JDA.	0.3

2022.08.18	Facebook Data Scrape	280	NJD	Reviewed and redlined survey questions.	0.3
2022.08.24	Facebook Data Scrape	280	JDA	Call with N. Valco.	0.3
2022.08.24	Facebook Data Scrape	280	JDA	Prepare for call with Def.	0.5
2022.08.24	Facebook Data Scrape	280	JDA	Review Frankovitz declaration.	1.5
2022.08.24	Facebook Data Scrape	280	NJD	Discussion with JDA re settlement and Nicole Valco issues.	0.3
2022.08.24	Facebook Data Scrape	280	NJD	Revised latest draft of Frankovitz Declaration.	1.3
2022.08.24	Facebook Data Scrape	280	NJD	Wrote 9 new pages for FA motion.	4.7
2022.08.24	Facebook Data Scrape	280	NJD	Significant revisions to fee motion.	2.0
2022.08.25	Facebook Data Scrape	280	JDA	Oversee consmer survey.	0.9
2022.08.26	Facebook Data Scrape	280	AML	Final approval drafting.	4.6
2022.08.26	Facebook Data Scrape	280	AML	Drafted Deckant declaration.	3.8
2022.08.26	Facebook Data Scrape	280	NJD	Reviewed policy cited by Nicole, discussed with team.	0.3
2022.08.26	Facebook Data Scrape	280	NJD	JDA-AML call with Nicole.	0.5
2022.08.26	Facebook Data Scrape	280	NJD	Call with Nicole about sharing draft copy of motion papers. Discussed with team.	0.3
2022.08.26	Facebook Data Scrape	280	NJD	Revised Frankovitz Decl and sent it back.	0.4
2022.08.29	Facebook Data Scrape	280	AML	Edits/proofreading of FA motion, fee brief, and Deckant decl.	2.4
2022.08.29	Facebook Data Scrape	280	MCS	Began preparing lodestar and diary reports.	1.7
2022.08.29	Facebook Data Scrape	280	NJD	Discussing strategy for finalizing briefing with team.	0.4
2022.08.29	Facebook Data Scrape	280	NJD	Reviewed and edited latest copy of Frankovitz Decl.	0.6
2022.08.30	Facebook Data Scrape	280	JDA	Finalize documents for final approval.	5.9
2022.08.30	Facebook Data Scrape	280	MCS	Talked with AML and DLS re finalizing briefs (.3), continued working on lodestar and time entries.	2.0
2022.08.30	Facebook Data Scrape	280	NJD	Reviewed latest draft of briefing.	0.3





**Olin v. Facebook Expenses**

\$1,330.00	Court Fees
\$483.80	Deposition and Transcript Fees
\$67,419.90	Expert Fees
\$23,338.68	Mediation Fees
\$4,689.92	Third Party Litigation Support Fees
\$724.31	Postage & Delivery Expenses
\$55.40	Travel Expenses
<b>\$98,042.01</b>	<b>Total Olin v. Facebook Expenses</b>

**Court Fees**

DATE	MATTER	AMOUNT	DESCRIPTION
2018.03.27	Olin v. Facebook	\$400.00	US District Court NDCA - Complaint Filing
2019.01.10	Olin v. Facebook	\$310.00	US District Court NDCA - Pro Hac Vice Fee
2019.09.11	Olin v. Facebook	\$310.00	US District Court NDCA - Pro Hac Vice Fee
2019.09.11	Olin v. Facebook	\$310.00	US District Court NDCA - Pro Hac Vice Fee
		<b>\$1,330.00</b>	<b>Total Court Fees</b>

**Deposition and Transcript Fees**

DATE	MATTER	AMOUNT	DESCRIPTION
2019.01.10	Olin v. Facebook	\$212.40	Leo Mankiewicz - Court Reporter
2019.05.12	Olin v. Facebook	\$212.75	Ana Dub - Court Reporter
2020.06.29	Olin v. Facebook	\$35.10	Debra Pas
2020.11.09	Olin v. Facebook	-\$179.45	Ana M. Dub, CSR - reimbursement
2020.12.14	Olin v. Facebook	\$203.00	Ruth Levine Ekhaus, RDR, FCRR
		<b>\$483.80</b>	<b>Total Deposition and Transcript Fees</b>

**Expert Fees**

DATE	MATTER	AMOUNT	DESCRIPTION
2019.06.19	Olin v. Facebook	\$2,606.25	Quandary Peak Research
2019.09.23	Olin v. Facebook	\$5,554.50	Quandary Peak Research
2020.02.20	Olin v. Facebook	\$1,457.85	Quandary Peak Research
2020.03.11	Olin v. Facebook	\$749.00	Quandary Peak Research
2020.04.14	Olin v. Facebook	\$3,496.00	Quandary Peak Research
2020.05.13	Olin v. Facebook	\$4,342.80	Quandary Peak Research
2020.06.24	Olin v. Facebook	\$87.50	Quandary Peak Research
2020.08.07	Olin v. Facebook	\$350.00	Quandary Peak Research
2020.09.11	Olin v. Facebook	\$7,551.95	Quandary Peak Research
2020.11.19	Olin v. Facebook	\$5,923.40	Quandary Peak Research
2020.12.09	Olin v. Facebook	\$341.25	Quandary Peak Research
2021.01.13	Olin v. Facebook	\$3,942.40	Quandary Peak Research
2021.02.10	Olin v. Facebook	\$3,815.35	Quandary Peak Research
2021.08.12	Olin v. Facebook	\$542.50	Quandary Peak Research
2021.09.22	Olin v. Facebook	\$3,859.80	Quandary Peak Research
2021.11.10	Olin v. Facebook	\$226.10	Quandary Peak Research
2021.12.20	Olin v. Facebook	\$12,843.25	Quandary Peak Research
2022.08.16	Olin v. Facebook	\$9,730.00	Quandary Peak Research
		<b>\$67,419.90</b>	<b>Total Expert Fees</b>

**Mediation Fees**

<b>DATE</b>	<b>MATTER</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
2021.06.07	Olin v. Facebook	\$275.00	JAMS, Inc.
2021.06.07	Olin v. Facebook	\$11,000.00	JAMS, Inc.
2021.12.07	Olin v. Facebook	\$372.00	JAMS, Inc.
2022.01.13	Olin v. Facebook	\$5,069.68	JAMS, Inc.
2022.03.03	Olin v. Facebook	\$6,622.00	JAMS, Inc.
		<b>\$23,338.68</b>	<b>Total Mediation Fees</b>

**Third Party Litigation Support Fees**

<b>DATE</b>	<b>MATTER</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
2019.05.12	Olin v. Facebook	\$62.49	Facebook
2019.06.05	Olin v. Facebook	\$4,600.00	JND eDiscovery
2021.07.27	Olin v. Facebook	\$11.99	DropBox
2021.08.01	Olin v. Facebook	\$15.44	Zoom
		<b>\$4,689.92</b>	<b>Total Third Party Litigation Support Fees</b>

**Postage & Delivery Expenses**

<b>DATE</b>	<b>MATTER</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
2018.04.03	Olin v. Facebook	\$17.94	Golden State Overnight
2018.04.03	Olin v. Facebook	\$17.94	Golden State Overnight
2018.04.03	Olin v. Facebook	\$23.85	Golden State Overnight
2018.04.17	Olin v. Facebook	\$18.10	Golden State Overnight
2018.04.17	Olin v. Facebook	\$31.33	Golden State Overnight
2018.04.17	Olin v. Facebook	\$35.70	Golden State Overnight
2018.05.02	Olin v. Facebook	\$18.10	Golden State Overnight
2018.06.04	Olin v. Facebook	\$18.18	Golden State Overnight
2018.07.12	Olin v. Facebook	\$18.26	Golden State Overnight
2018.07.17	Olin v. Facebook	\$18.26	Golden State Overnight
2018.10.02	Olin v. Facebook	\$24.47	Golden State Overnight
2018.10.04	Olin v. Facebook	\$72.84	FedEx
2018.10.17	Olin v. Facebook	\$91.30	Golden State Overnight
2018.11.02	Olin v. Facebook	\$24.27	Golden State Overnight
2019.02.04	Olin v. Facebook	\$27.63	Golden State Overnight
2019.04.02	Olin v. Facebook	\$27.51	Golden State Overnight
2019.04.02	Olin v. Facebook	\$25.14	Golden State Overnight
2019.05.17	Olin v. Facebook	\$18.58	Golden State Overnight
2019.06.18	Olin v. Facebook	\$25.93	Golden State Overnight
2019.09.17	Olin v. Facebook	\$21.20	Golden State Overnight
2020.03.11	Olin v. Facebook	\$25.81	Golden State Overnight
2021.08.29	Olin v. Facebook	\$32.48	FedEx
2022.05.13	Olin v. Facebook	\$89.49	FedEx
		<b>\$724.31</b>	<b>Total Postage &amp; Delivery Expenses</b>

**Travel Expenses**

<b>DATE</b>	<b>MATTER</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>
2018.06.13	Olin v. Facebook	\$20.00	BART
2019.02.21	Olin v. Facebook	\$11.80	BART
2019.04.26	Olin v. Facebook	\$11.80	BART
2019.05.23	Olin v. Facebook	\$11.80	BART
		<b>\$55.40</b>	<b>Total Travel &amp; Lodging Expenses</b>



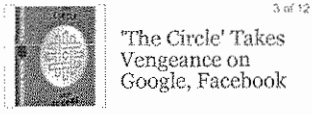
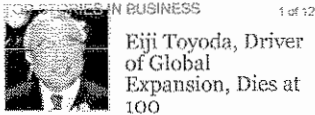
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# On Sale: The \$1,150-Per-Hour Lawyer

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

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By JENNIFER SMITH

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



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

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

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

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

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



James 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

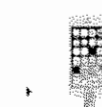
the firm's database billed at that level in the first quarter of 2013, up from 158 a year earlier.

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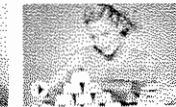
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That gilded circle includes tax experts such as Christopher Roman of King & Spalding LLP and Todd Maynes of Kirkland & Ellis LLP, intellectual-property partner Nader A. Mousavi of Sullivan & Cromwell LLP, and deal lawyers such as Kenneth M. Schneider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

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

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

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

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

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

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

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

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

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

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

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

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

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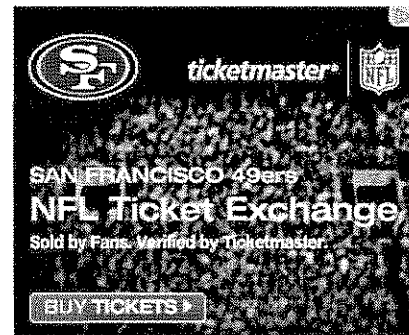
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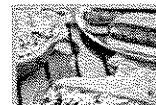


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More than a dozen leaders at major law firms declined to discuss rate increases on the record, though some said privately that the increase in associate rates could be caused in part by step increases as junior lawyers gain in seniority.

Joe Sims, an antitrust partner at Jones Day and former member of the firm's partnership committee, said clients don't mind paying for associates, as long as they feel they are getting their money's worth.

Sophisticated clients, he said, tend to focus on the overall price tag for legal work, not on individual rates. "They are more concerned about how many people are working on the project and the total cost of the project," Mr. Sims said. "Clients want value no matter who is on the job."

While a handful of elite lawyers have successfully staked out the high end—the deal teams at Wachtell, Lipton, Rosen & Katz, for example—legal experts say that client pressure to control legal spending means most law firms must be considerably more flexible on price.

"There will always be some 'bet the company' problem where a client will not quibble about rates," said Mr. Jones, the Georgetown fellow. "Unfortunately, from the law firms' standpoint, that represents a small percentage of the work."

Write to Jennifer Smith at [jennifer.smith@wsj.com](mailto:jennifer.smith@wsj.com)

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April 16, 2012 5:20 PM

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

Posted by Sara Randazzo

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

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

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

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

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

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

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

The report's key data points include:

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

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

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

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

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

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

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

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

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

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FEBRUARY 23, 2011

## Top Billers

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

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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.)

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FEBRUARY 26, 2011

## Top Billers

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

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Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Aleksander, Nicholas P.B.	Gibson Dunn	Tax			\$1,018	Lehman Brothers Holding Inc	2010
Rocher, Philip	Gibson Dunn	Litigation			\$1,018	Lehman Brothers Holding Inc	2010
Thomas, Andrew S.V.	Gibson Dunn	Corporate			\$1,018	Lehman Brothers Holding Inc	2010
Blyth, Mark	Litigators	Litigation			\$1,010	Nortel Networks	2010
Cox, Tim	Litigators	Corporate			\$1,018	Nortel Networks	2010
Sachdev, Nabeel V.	Kirkland & Ellis LLP	Corporate			\$1,015	Vistacon Corp.	2010
Mayo, David	Paul Weiss	Tax			\$1,015	BP Wind Down Inc	2010
Cohen, Joel	Gibson Dunn	Bankruptcy			\$1,014	Almasis	2010
Sullivan, Peter	Gibson Dunn	Intellectual Property	Litigation		\$1,014	Almasis	2010
Trinklein, Jeffrey	Gibson Dunn	Tax	Employee Benefits	Energy	\$1,014	Almasis	2010
Vance, Janet L.	Gibson Dunn	Finance	Corporate		\$1,014	Almasis	2010
Buffone, Steven P.	Gibson Dunn	Energy	Corporate	Finance	\$1,008	Almasis	2010
Jowitt, Justin S.	Paul Hastings	Finance			\$1,004	Lehman Brothers Holding Inc	2010
Gander, Fred R.	Dewey LeBoeuf LLP	Finance	Tax	Corporate	\$1000	Ambac	2010
Vyskocil, Mary Kay	Simpson Thacher	Insurance	Litigation		\$1000	Washington Mutual	2010
Brown, Avri	Simpson Thacher	Employee Benefits	Executive Compensation		\$1500	American Safety Razor Company	2010
Etherton, Ugarne	Weil Gotshal	Mergers and Acquisitions			\$1000	Lehman Brothers Holding Inc	2010
McCahill, Dominic T.	Weil Gotshal	Bankruptcy			\$1000	Lehman Brothers Holding Inc	2010
Tringali, Joseph F.	Simpson Thacher	Litigation	Arbitration	Intellectual Property	\$1000	American Safety Razor Company	2010
Francis, Michael	Weil Gotshal	Mergers and Acquisitions			\$1000	Lehman Brothers Holding Inc	2010
Keller, Andy	Simpson Thacher	Corporate	Energy		\$1000	Lehman Brothers Holding Inc	2010
Nave, Douglas	Weil Gotshal	Arbitration	Finance	Mergers and Acquisition	\$1000	Motors Liquidation Company	2010
Norwood, Andrew R.	Weil Gotshal	Finance			\$1000	Lehman Brothers Holding Inc	2010
Ostrager, Barry R.	Simpson Thacher	Litigation			\$1500	Washington Mutual	2010
Harepool, Anthony	Weil Gotshal	Bankruptcy			\$1000	Lehman Brothers Holding Inc	2010
Kelly, Jacky	Weil Gotshal	Bankruptcy	Finance		\$1000	Lehman Brothers Holding Inc	2010
Nicklin, Michael	Weil Gotshal	Bankruptcy	Finance	Equities	\$1000	Lehman Brothers Holding Inc	2010
Shankland, Matthew	Weil Gotshal	Alternative Dispute Resolution			\$1000	Lehman Brothers Holding Inc	2010
Martin, Stefan	Allen & Overy LLP	Labor and Employment			\$1,152	BearingPoint	2009

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Case 4:94-cv-02307-CW Document 1850-2 Filed 03/04/11 Page 34 of 37

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

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

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FEBRUARY 23, 2011

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Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Milmo, J. Gregory	Skadden	Bankruptcy			\$1,050	Interstate Bakeries	2009
Braut, Elean	Allen & Overy LLP	Antitrust			\$1,038	Chemura Corp.	2009
Stroff, Neal	Skadden	Antitrust			\$1,035	Varasun Energy Corporation	2009
Hayman, Linda C.	Skadden	Corporate	Mergers and Acquisitions		\$1,035	Interstate Bakeries	2009
Neckles, Peter J.	Skadden	Finance			\$1,032	Interstate Bakeries	2009
MacLaughlin, James	Baker McKelvey	Tax			\$1,029	Microm	2009
Keck, Colleen	Allen & Overy LLP	Corporate	Intellectual Property		\$1,026	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
Reyman, David	Skadden	Tax			\$1,026	Mark IV Industries	2009
Davenport II, Kirk	Latham Watkins	Capital Markets			\$1,025	Dayton Superior	2009
Clayton, Lewis	Paul Weiss	Intellectual Property			\$1,025	Tronox	2009
Fisch, Peter	Paul Weiss	Real Estate			\$1,025	Tronox	2009
Kornberg, Alan	Paul Weiss	Bankruptcy			\$1,025	Tronox	2009
Schimek, Terry	Paul Weiss	Finance			\$1,025	Tronox	2009
Smith, Mark	Skadden	Corporate			\$1,013	Mark IV Industries	2009
Hyde, Mark	Clifford Chance	Bankruptcy			\$1,000	Lyondell Chemical Company	2009
Butlers, James	Clifford Chance	Mergers and Acquisitions			\$1,000	Lyondell Chemical Company	2009
Safirstein, Jeffrey	Paul Weiss	Bankruptcy			\$1,000	Samsonite Company	2009
Meyerson, Lee	Simpson Thacher	Capital Markets	Mergers and Acquisitions		\$1,000	Washington Mutual	2009
Finley, John	Simpson Thacher	Mergers and Acquisitions			\$1,000	Lehman Brothers Holding Inc	2009
Gover, Alan	White & Case	Bankruptcy			\$1,000	Hospital Partners	2009

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

(See correction.)

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Agrawal, Aron L.	Associate		Jones Day	San Francisco	CA	United States	
Alford, Hans J.	Associate		Kirkland and Ellis	San Francisco	CA	United States	
Baker, James P.	Partner	Employee Benefits and Exec Comp	Jones Day	San Francisco	CA	United States	430 260
Bass, Eric	Associate		Farella Braun and Martel	San Francisco	CA	United States	730
Benavente, Peter J.	Partner	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	400
Berning, Scott M.	Associate	Business and Finance	Morgan Lewis and Boekus	San Francisco	CA	United States	745
Berman, David M.	Partner	Commercial Litigation, Bankruptcy and Restruc.	Pacholski, Slung, Zehl and Jones	San Francisco	CA	United States	345 595
Boroch, Martha	Partner	Corporate/Criminal Investigations	Jones Day	San Francisco	CA	United States	725
Borstein, Jeffrey	Partner	White Collar Crime, Commercial Litigation	K and L Gates	San Francisco	CA	United States	525
Brown, Donald W.	Partner	Business and Finance	Convington and Burking	San Francisco	CA	United States	640
Browning, J. Taylor	Associate	Tort and Environmental Litigation	Morgan Lewis and Boekus	San Francisco	CA	United States	1995
Bunzlauer, Brenda M.	Partner		King and Spalding	San Francisco	CA	United States	1994
Castro, Ruth Ann	Associate	Environmental	Farella Braun and Martel	San Francisco	CA	United States	380
Christensen, C. Murphy	Partner	Corporate Finance and Mergers	QMcHenry and Myers	San Francisco	CA	United States	675
Christman, Ryan M.	Associate		Kirkland and Ellis	San Francisco	CA	United States	315
Conroy, Michelle	Associate	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	2001
Cosby, 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
Doble, Sam	Partner	Business Transactions	Farella Braun and Martel	San Francisco	CA	United States	510
Dixon, Benjamin	Partner	Complex Commercial	Holler, Erimian	San Francisco	CA	United States	282
Eron, Megan	Associate	Securities Litigation	Holler, Erimian	San Francisco	CA	United States	573
Dobryzowski, Daniel T.	Associate	Trial	Jones Day	San Francisco	CA	United States	525
Douglas, Scott	Partner	Construction	Farella Braun and Martel	San Francisco	CA	United States	350
Durr, Heather	Associate		DLA Piper	San Francisco	CA	United States	425

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1 2 3 4  
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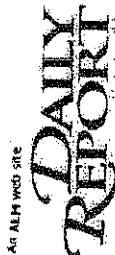
Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School	Practicing Since	2006 Rate	2007 Rate	2008 Rate	2009 Rate
Espin, Charlotte C.	Associate	Trial	Jones Day	San Francisco	CA	United States	2006	2008	665	695	725	325
Eisenbach, Robert L.	Partner	Bankruptcy and Restructuring	Cooley Godward Kronish Morrison and Foerster	San Francisco	CA	United States	2006	2008	665	695	725	325
Engel, G. Lally	Partner	Bankruptcy and Restructuring	Cooley Godward Kronish Morrison and Foerster	San Francisco	CA	United States	2006	2008	665	695	725	325
Esperanza, Chysty	Associate	Labor and Employment	Farella Braun and Martel	San Francisco	CA	United States	1975	1975	540	330	515	535
Ford, Robert	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540	330	515	535
Frank, Michael T.	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540	330	515	535
Fried, Joshua M.	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540	330	515	535
Franchick, John E.	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States	1975	1975	540	330	515	535
Gannett, Benjamin P.	Associate	Bankruptcy and Restructuring	Jones Day	San Francisco	CA	United States	2006	2006	355	355	375	375
Gerling, Tyler	Associate	Bankruptcy and Restructuring	Jones Day	San Francisco	CA	United States	2006	2006	355	355	375	375
Gloster, Dean	Partner	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	375	375
Grother, Neil	Partner	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	375	375
Guono, John	Partner	Insurance Coverage	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	375	375
Hall, Dan	Partner	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	375	375
Halt, Daniel	Associate	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	375	375
Hodkin, Frederick D.	Partner	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States	2006	2006	355	355	375	375
Huntley, Lynn M.	Of Counsel	Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	375
Jin, Nancy	Associate	Business Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	375
Joslin, Nan	Partner	Business Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	375
Karabin, Scott D.	Partner	Business Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	375
Krause, Christopher W.	Associate	Business Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	375
Kalik, Tobias S.	Partner	Business Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	375
Kim, Nancy	Associate	Business Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	375
Konover, Curt	Partner	Business Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	375
Kordstein, Sam	Partner	Business Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	375	375

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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School
Lauksh, Justin	Counsel	Corporate Finance	OMelveny and Myers	San Francisco	CA	United States	1997
Marshall, Robert G.	Partner	Employee Benefits and ERISA	Jones Day	San Francisco	CA	United States	1997
Mason, Dory	Associate Partner	Restructuring and Insolvency	Fawcett Braun and Martel Weston and Stovew	San Francisco	CA	United States	1997
McDonald, Brian D.	Associate Partner	Trial Practice	Jones Day	San Francisco	CA	United States	2002
McKinn, Mark E.	Partner	Business and Finance	Kirkland and Ellis	San Francisco	CA	United States	1992
Myers, William A.	Partner	Insurance Liability and Recovery	Morgan Lewis and Bockius Jones Day	San Francisco	CA	United States	1987
Myers, Martin H.	Partner		Jones Day	San Francisco	CA	United States	1987
Nages, Adhi	Associate	Litigation	Fawcett Braun and Martel	San Francisco	CA	United States	245
Nakai, Casey M.	Associate	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	245
Olson, James C.	Partner	Banking and Finance	Jones Day	San Francisco	CA	United States	1979
Oso, Amanda M.	Associate	Labor and Employment	Jones Day	San Francisco	CA	United States	1979
Osgood, Michael C.E.	Associate	Litigation	Kirkland and Ellis	San Francisco	CA	United States	300
Palton, Kara	Associate	Labor and Employment	Kirkland and Ellis	San Francisco	CA	United States	266
Parsons, Karen H.	Associate Of Counsel	California Employment	OMelveny and Myers	San Francisco	CA	United States	305
Potbeck, Thomas R.	Partner	Copyrighting	Morgan Lewis and Bockius	San Francisco	CA	United States	570
Potenza, Alex	Associate	Corporate	Paul Hastings Janofsky and Walker	San Francisco	CA	United States	750
Rapagosa, Ramiro	Associate	Corporate	Fawcett Braun and Martel Paul Hastings Janofsky and Walker	San Francisco	CA	United States	465
Rachay, Katherine S.	Partner	Corporate	Paul Hastings Janofsky and Walker	San Francisco	CA	United States	360
Ritter, Peter	Partner	TRUI Practice	Jones Day	San Francisco	CA	United States	1985
Roche, Laura	Associate	Business Tax and Investment Funds	OMelveny and Myers	San Francisco	CA	United States	675
Rodriguez, Noel	Associate	Business Tax and Investment Funds	Jones Day	San Francisco	CA	United States	485
Salmis, Cheryl	Counsel	Trial Practice	Fawcett Braun and Martel Jones Day	San Francisco	CA	United States	475
Schickert, Vladimir	Partner	Tort and Environmental Litigation	King and Spalding	San Francisco	CA	United States	2003
Selling, Jocelyn	Partner Of Counsel	Private Clients Family Wealth Group	King and Spalding	San Francisco	CA	United States	1998
			Fawcett Braun and Martel	San Francisco	CA	United States	695
			Fawcett Braun and Martel	San Francisco	CA	United States	450

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

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**LEGAL BILLING REPORT**

VOLUME 11, NUMBER 1

May 2009

**BY BILLING RATE**

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Kelly, Jr., Daniel	Davis Polk & Wardwell (CA)	1986	1986	CA	\$ 900.00	4.50	4,320.00
P Condes, Julia	Davis Polk & Wardwell (CA)	1990	1990	CA	955.00	17.00	16,235.00
P Osherman, Scott	Osherman & Myers LLP (CA)	1975	1875	CA	860.00	1.10	946.00
P Tuchin, Michael	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	0.50	425.00
P Balbach, Karen	Walt, Golshei & Mangos LLP (CA)	1986	1986	CA	799.00	0.80	639.20
P Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1978	CA	750.00	4.50	3,555.00
OC Morris, Michael	Herrigan Bennett & Dorman LLP	1979	1979	CA	750.00	65.20	45,652.00
P Avulich, Craig	White & Case LLP (CA)	1984	1984	CA	750.00	128.10	96,075.00
P Kharasch, Ira D.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1982	1982	CA	725.00	2.90	2,175.00
P Kornfeld, Alan	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	725.00	0.80	580.00
A Lamb, Peter	Davis Polk & Wardwell (CA)	2005	2005	CA	680.00	101.40	69,952.00
P Irving, Jeanne E.	Herrigan Bennett & Dorman LLP	1978	1978	CA	680.00	18.10	6,868.00
P Kevane, Henry	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1985	1986	CA	675.00	19.10	12,892.50
A Goslich, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	176.20	117,174.00
P Brown, Kenneth H.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1977	1981	CA	650.00	27.30	47,745.00
P Fidler, David	Klee, Tuchin, Bogdanoff & Stern, LLP	1997	1998	CA	650.00	23.10	15,015.00
P Weiskamm, Henry	Munger Toiles & Olson LLC	1987	1987	CA	650.00	0.50	328.00
P Bernthal, David M.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1989	1993	CA	645.00	35.50	22,952.00
P Montgomery, Cromwell	Gibson Dunn & Crutcher, LLP (CA)	1997	1997	CA	635.00	0.80	508.00
P Brown, Dennis	Munger 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 DeGrath, Shiva	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 Kwang-chun, B	Walt, Golshei & Mangos LLP (CA)	2003	2003	CA	570.00	28.50	16,530.00
A Erdal, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	2.50	1,653.00
P Heintz, Jeffrey	Munger 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	Herrigan Bennett & Dorman LLP	2000	2000	CA	505.00	13.10	6,615.50
A Malach, Michael	Weil, Golshei & Mangos LLP (CA)	2005	2005	CA	500.00	36.50	18,250.00
A Barsho, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	14.00	6,580.00
A Liu, Leslie	Walt, Golshei & Mangos LLP (CA)	2006	2006	CA	465.00	45.90	21,343.50
A Kauffman, Derek	Munger Toiles & Olson LLC	2005	2005	CA	450.00	508.30	228,733.00
A Hochleiner, Brian	Munger Toiles & Olson LLC	2002	2002	CA	435.00	0.30	130.50
A Nathan, Joseph	Walt, Golshei & Mangos LLP (CA)	2007	2007	CA	415.00	25.20	10,458.00
A Jaspser, M. Lance	Munger 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, Erendira 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	828.00
PP Neglia, Ross	O'Melvaney & Myers LLP (CA)				260.00	6.20	1,612.00
Finalson, Katha	Pachulski Slang Zieni Young Jones & Weintraub (CA)				225.00	27.50	6,210.00
Jeffres, Patricia J.	Pachulski Slang Zieni Young Jones & Weintraub (CA)				225.00	0.40	90.00
PP Fearson, Sandra	Klein, Tucka, Boddanoff & Stern, LLP			CA	215.00	1.90	408.50
PP Floyd, Kevin	Hennigan Bennett & Dorman LLP				210.00	0.30	63.00
PP Krojts, Cheryl	Pachulski Slang Zieni Young Jones & Weintraub (CA)				205.00	2.20	451.00
CMA Pitman, Sheryla	Pachulski Slang Zieni Young Jones & Weintraub (CA)				125.00	2.50	325.00

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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	1994	1994	CA	830.00	223.00	191,250.00
P Tuchin, Michael	Klee Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	74.40	63,240.00
P Stern, David	Klee Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	850.00	32.80	27,960.00
P Issler, Paul S.	Gibson Dunn & Crutcher, LLP (CA)	1986	1986	CA	840.00	6.35	5,334.00
P Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1976	CA	844.00	4.10	3,444.00
P Thompson, Brian	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1991	1991	CA	820.00	72.80	59,696.00
P Balcer, Karen	Well, Gotshall & Manges, LLP (CA)	1986	1986	CA	810.00	40.40	32,740.00
P Zisli, Dean A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1978	1978	CA	795.00	20.30	16,138.50
P Gilmer, Danielle	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1993	1994	CA	775.00	9.50	7,362.50
P Averch, Craig	White & Case LLP (CA)	1984	1984	CA	750.00	189.20	141,900.00
P Keller, Tobias	White & Case LLP (CA)	1984	1980	CA	750.00	1.90	1,425.00
P Baker, James	White & Case LLP (CA)	1980	1980	CA	750.00	0.20	150.00
P Winston, Eric D.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1999	1999	CA	740.00	7.10	5,254.00
P Orr, Johanna Y.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1997	1997	CA	740.00	6.30	4,662.00
P Kornfeld, Alan	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
P Blort, Jeffrey E.	Sidley Austin Brown & Wood LLP (CA)	1997	1998	CA	700.00	110.90	77,630.00
P Myers, Martin	White & Case LLP (CA)	1987	1987	CA	700.00	28.50	19,850.00
P Grassowen, Debra L.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1991	1992	CA	695.00	5.50	3,822.50
P Gustafson, Mark E.	White & Case LLP (CA)	1998	1998	CA	685.00	117.70	80,824.50
P Arash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	39.40	26,595.00
A Gorski, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	271.50	147,297.50
P Montgomery, Cromwell	Gibson Dunn & Crutcher, LLP (CA)	1997	1997	CA	635.00	2.50	1,587.50
A Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	11.50	7,015.00
A Derahim, Shiva	White & Case LLP (CA)	2003	2003	CA	600.00	217.50	130,500.00
A Scott, Melanie	White & Case LLP (CA)	2004	2004	CA	800.00	74.90	44,940.00
P Trudell, Robert	White & Case LLP (CA)	1995	1995	CA	600.00	35.30	21,180.00
A Ger Kwang-chion, B.	Well, Gotshall & Manges, LLP (CA)	2003	2003	CA	580.00	54.20	31,436.00
OC Matcail, Brian	Klee, Tuchin, Bogdanoff & Stern, LLP	1998	1999	CA	575.00	12.40	7,130.00
A Egoff, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	0.50	285.00
C Crosby, IV, Peter	White & Case LLP (CA)	1984	1984	CA	565.00	13.30	7,514.50
A Martin, Jill	White & Case LLP (CA)	2006	2006	CA	550.00	45.80	25,180.00
A Correa, Christine	White & Case LLP (CA)	2001	2001	CA	525.00	1.70	892.50
OC Brandt, Gina F.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
A Malek, Michael	Well, Gotshall & Manges, LLP (CA)	2005	2005	CA	500.00	175.30	87,650.00
A Rodriguez, Noel	White & Case LLP (CA)	2003	2003	CA	500.00	41.80	20,900.00
A Heyn, Matthew	Klee, Tuchin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	111.80	55,341.00
A Barstow, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	4.10	1,927.00
A Liu, Leslie	Well, Gotshall & Manges, LLP (CA)	2006	2006	CA	465.00	302.70	140,755.50
A Chun, Sebyul	White & Case LLP (CA)	2008	2008	CA	460.00	162.10	74,565.00



California rate Report

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

**Westlaw CourtExpress**

**LEGAL BILLING REPORT**

VOLUME 11, NUMBER 3

December 2009

**BY BILLING RATE**

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Pachulski, Richard M.	Pachulski Stang Zehn Young Jones & Wehrtraub (CA)	1978	1979	CA	\$ 885.00	287.62	\$ 257,419.90
P Patterson, Thomas	Klee, Tuckin, Bogdanoff & Stern, LLP	1994	1994	CA	850.00	382.60	333,710.00
P Teshin, Nicholas	Klee, Tuckin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	201.40	171,190.00
P Stiem, David	Klee, Tuckin, Bogdanoff & Stern, LLP	1975	1975	CA	850.00	84.80	58,480.00
P Pachulski, Richard M.	Pachulski Stang Zehn Young Jones & Wehrtraub (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 & Wehrtraub (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 & Wehrtraub (CA)	1981	1981	CA	785.00	357.30	284,053.50
P Richards, Jeremy	Pachulski Stang Zehn Young Jones & Wehrtraub (CA)	1980	1981	CA	795.00	158.50	126,007.50
P Zehn, Dean A.	Pachulski Stang Zehn Young Jones & Wehrtraub (CA)	1978	1978	CA	795.00	94.00	74,730.00
P Zehn, Dean A.	Pachulski Stang Zehn Young Jones & Wehrtraub (CA)	1978	1978	CA	785.00	20.30	16,136.50
P Winstan, Eric D.	Pachulski Stang Zehn Young Jones & Wehrtraub (CA)	1999	1999	CA	740.00	54.00	39,980.00
P Ong, Johanna Y.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1997	1997	CA	740.00	11.20	8,288.00
P Kornfeld, Alan	Pachulski Stang Zehn Young Jones & Wehrtraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
P Grassmann, Debra L.	Pachulski Stang Zehn Young Jones & Wehrtraub (CA)	1991	1992	CA	695.00	6.50	3,822.50
P Galina, Andrew	Pachulski Stang Zehn Young Jones & Wehrtraub (CA)	1983	1983	CA	685.00	3.40	2,363.00
P Parker, Daryl	Pachulski Stang Zehn Young Jones & Wehrtraub (CA)	1968	1970	CA	675.00	60.80	41,040.00
P Mahoney, James	Pachulski Stang Zehn Young Jones & Wehrtraub (CA)	1968	1967	CA	675.00	16.60	11,205.00
P Arash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	14.80	9,990.00
P Davids, Roman	Klee, 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 & Wehrtraub (CA)	1987	1987	CA	585.00	100.80	59,976.00
A Newmark, Victoria	Pachulski Stang Zehn Young Jones & Wehrtraub (CA)	1986	1997	CA	595.00	32.50	18,337.50
C Cho, Shady	Pachulski Stang Zehn Young Jones & Wehrtraub (CA)	1997	1997	CA	595.00	19.40	11,503.00
C Hochman, Harry	Pachulski Stang Zehn Young Jones & Wehrtraub (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 Matcalf, Brian	Klee, Tuckin, Bogdanoff & Stern, LLP	1999	1999	CA	575.00	0.70	402.50
A Heyn, Wayne	Pachulski Stang Zehn Young Jones & Wehrtraub (CA)	1976	1976	CA	525.00	1.30	682.50
P Brown, Glenn	Klee, Tuckin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	109.70	54,301.50
A Barstow, Melissa	Pachulski Stang Zehn Young Jones & Wehrtraub (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	Quinn Emanuel Urquhart Oliver & Hedges, LLP	2008	2008	CA	380.00	4.80	1,748.00
A Elliot, Koim	Klee, Tuckin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	16.60	4,980.00
PP Lacroix, Maurice	Quinn Emanuel Urquhart Oliver & Hedges, LLP	2008	2008	CA	250.00	20.30	5,075.00
LIB Fornaster, Leslie A.	Pachulski Stang Zehn Young Jones & Wehrtraub (CA)	2008	2008	CA	250.00	4.90	1,225.00

California Rate Report

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





**2010 NLJ Billing Survey**

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

Fiscal Year	Firm Name	Location	Firmwide Average	Partner		Associate		Associate	
				High	Low	High	Low	High	Average
2010	Bingham McCutchen	Boston							
2010	Blank Rome	Philadelphia	\$510	\$855	\$440	\$360	\$250	\$361	
2010	Bond, Schoenack & King	Syracuse, NY	\$260	\$475	\$220	\$280	\$160	\$208	
2010	Briggs and Morgan	Minneapolis	\$373	\$600	\$290	\$315	\$210	\$240	
2010	Brinks Hofer Gilson & Lyone	Chicago	\$435	\$725	\$345	\$420	\$195	\$308	
2010	Broad and Cassel	Orlando, FL	\$307	\$475	\$260	\$350	\$175	\$242	
2010	Brown Rudnick	Boston							
2010	Brownstein Hyatt Farber Schreck	Denver	\$391	\$810	\$295	\$360	\$200	\$256	
2010	Bryan Cave	St. Louis	\$464	\$790	\$370	\$550	\$185	\$344	
2010	Buchalter Nemer	Los Angeles	\$475	\$625	\$270	\$450	\$195	\$328	
2010	Buchanan Ingersoll & Rooney	Pittsburgh		\$800	\$310	\$465	\$210		
2010	Burr & Forman	Birmingham, AL	\$328	\$500	\$210	\$335	\$200	\$250	
2010	Butzel Long	Detroit		\$750	\$300	\$375	\$260		
2010	Cadwalader, Wickersham & Taft LLP	New York							
2010	Cahill Gordon Reindel LLP	New York							
2010	Carlton Fields	Tampa, FL	\$388	\$775	\$325	\$455	\$195	\$268	
2010	Chadbourne & Parke	New York	\$456	\$995	\$390	\$769	\$110	\$442	
2010	Chapman and Cutler	Chicago							
2010	Clark Hill	Detroit							
2010	Cooley	Palo Alto, CA							
2010	Covington & Burling	Washington							
2010	Cozen O'Connor	Philadelphia	\$422	\$880	\$310	\$497	\$225	\$326	
2010	Crowell & Moring	Washington							
2010	Curtis, Mallett-Prevost, Colt & Mosle	New York	\$489	\$785	\$675	\$669	\$280	\$365	
2010	Davis Wright Tremaine	Seattle	\$355	\$795	\$320	\$486	\$210	\$304	
2010	Day Pitney	Florham Park, NJ							

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



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

Case 4:94-cv-02307-CW Document 1850-1 Filed 03/04/11 Page 24 of 28

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 Natfalis & Frankel	New York							
2010	Lane Powell	Seattle	\$349	\$600	\$310	\$431	\$350	\$230	\$278
2010	Lathrop & Gage	Kansas City		\$490	\$255		\$265	\$160	
2010	LeClairRyan, Professional Corporation	Richmond, VA							
2010	Leonard, Street and Debnard	Minneapolis							
2010	Lewis and Roca	Phoenix, AZ							
2010	Lewis Brisbois Bisgaard & Smith	Los Angeles							
2010	Lewis, Rice & Fingersh	St. Louis		\$460	\$250		\$315	\$150	\$235
2010	Lindquist & Vennum	Minneapolis	\$330			\$415			\$296
2010	Littler Mendelson	San Francisco	\$372	\$650	\$290	\$445	\$480	\$210	\$320
2010	Locke Lord Bissell & Liddell	Dallas	\$486	\$1,120	\$400	\$599	\$525	\$215	\$320
2010	Loeb & Loeb	New York		\$975	\$475		\$575	\$275	
2010	Lowenstein Sandler	Roseland, NJ		\$825	\$440		\$575	\$235	
2010	Luce, Forward, Hamilton & Scripps	San Diego		\$670	\$350		\$445	\$245	
2010	Manatt, Phelps & Phillips	Los Angeles	\$568	\$850	\$525	\$651	\$525	\$200	\$405
2010	Marshall, Dennehey, Warner, Coleman & Goggin	Philadelphia		\$410	\$145		\$320	\$130	
2010	Maynard, Cooper & Gate	Birmingham, AL		\$600	\$325		\$295	\$235	
2010	McAndrews, Held & Malloy	Chicago		\$675	\$260		\$850	\$225	

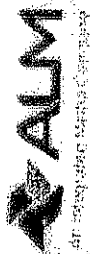
Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	McCarter & English	Newark, NJ	\$355	\$825	\$360	\$498	\$405	\$215	\$313
2010	McEroy, Deutsch, Mulvaney & Carpenter	Morristown, N.J.	\$210	\$550	\$295	\$280	\$275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

Case4:94-cv-02307-CW Document1850-1 Filed03/04/11 Page26 of 28

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Orrick, Herrington & Sutcliffe	San Francisco, CA							
2010	Parker Poe Adams & Bernstein LLP	Charlotte N.C.							
2010	Patton Boggs	Washington New York	\$482	\$990	\$355	\$645	\$550	\$215	\$399
2010	Paul, Hastings, Janofsky & Walker	New York							
2010	Paul, Weiss, 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	Pillsbury Winthrop Shaw Pittman	New York							
2010	Polinelli Shughart	Kansas City, MO		\$600	\$250		\$325	\$185	
2010	Quarles & Brady	Milwaukee	\$364	\$660	\$290	\$438	\$400	\$210	\$260
2010	Reed Smith	Pittsburgh							
2010	Reinhart Boerner Van Duren	Milwaukee							
2010	Roetzel & Andress	Akron, OH	\$317	\$525	\$225	\$357	\$325	\$165	\$243
2010	Rutan & Tucker	Costa Mesa, CA		\$650	\$355		\$450	\$225	
2010	Saul Ewing	Philadelphia	\$412	\$800	\$320	\$491	\$475	\$225	\$310
2010	Schiff Hardin LLP	Chicago							
2010	Schnader Harrison Segal & Lewis	Philadelphia							
2010	Schulte Roth & Zabel	New York	\$350	\$695	\$735	\$415	\$690	\$275	\$260
2010	Schwabe, Williamson & Wyatt	Portland, OR		\$640	\$310		\$450	\$200	
2010	Sedgwick, Detert, Moran & Arnold	San Francisco							
2010	Seyfarth Shaw	Chicago	\$377	\$770	\$335	\$505	\$535	\$185	\$325

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Sheppard Mullin	Los Angeles		\$820	\$495		\$620	\$270	
2010	Stelman & Howard	New York							
2010	Shook, Hardy & Bacon	Kansas City, MO							
2010	Shumaker, Loop & Kendrick	Toledo, OH	\$331	\$540	\$290	\$366	\$315	\$185	\$246
2010	Skadden, Arps, Slate, Meagher & Flom	New York							
2010	Smith, Gambrell & Russell	Atlanta		\$740	\$325		\$440	\$195	
2010	Snell & Wilmer	Phoenix	\$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 Cantyle Sandridge & Rice	Winston Salem, NC	\$372	\$625	\$300	\$461	\$445	\$210	\$291
2010	Wyatt, Tarrant & Combs	Louisville, KY		\$500	\$245		\$285	\$180	



**2010 NLJ Associate Class Billing Survey**

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

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

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

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

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

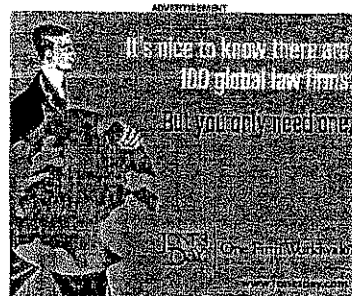
Absent from the \$1,000 club are Weil, Gotshal & Manges restructuring gurus Harvey Miller and Marcia Goldstein. Both clocked rates of \$950 an hour for their work on the Lehman Brothers and BearingPoint Inc. bankruptcies, respectively. Also, Kirkland & Ellis' James Sprayregen billed \$965 an hour for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

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

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

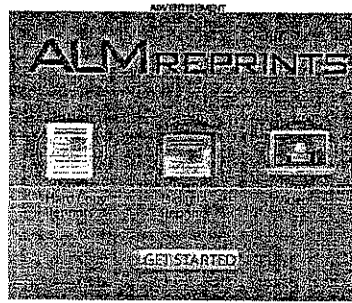
Associate rates occasionally topped \$700 an hour on bankruptcies including Lehman and Nortel Networks, as well as that of the lesser-known Sportsman's Warehouse. Discovery attorneys, research specialists and benefits consultants sometimes billed between \$500 and \$600 on cases such as Nortel, Charter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

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



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Kirkland	\$675	149
Sonnenschein	\$625	47

\*U.S.-based partners only.

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

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

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

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

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January 13, 2014 Monday

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

**LENGTH:** 1860 words

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

**BYLINE:** KAREN SLOAN

**BODY:**

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

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

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

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

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



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

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

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

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

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

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

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

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

## THE ROLE OF GEOGRAPHY

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

hour or more for contracts and commercial work.

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

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

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

**BILLING SURVEY METHODOLOGY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mullin, Richter Angeles  
& Hampton

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

THE FOUR-FIGURE CLUB

These 10 firms posted the highest partner billing rates.

**THE FOUR-FIGURE CLUB**

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

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

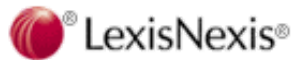
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## Billing Rates Continue Upward Climb, Especially In BigLaw

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.

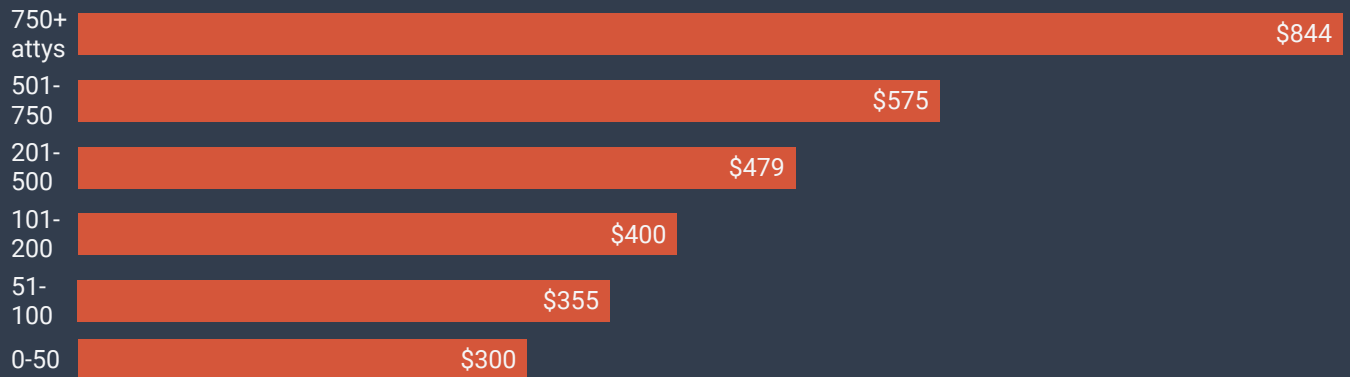
Firms with over 750 lawyers earned roughly half of the money businesses put toward outside counsel in 2020, according to an analysis of more than \$40 billion in spending. The biggest firms commanded even more spending share in areas like mergers and acquisitions, at 67%, and finance, loans and investments,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

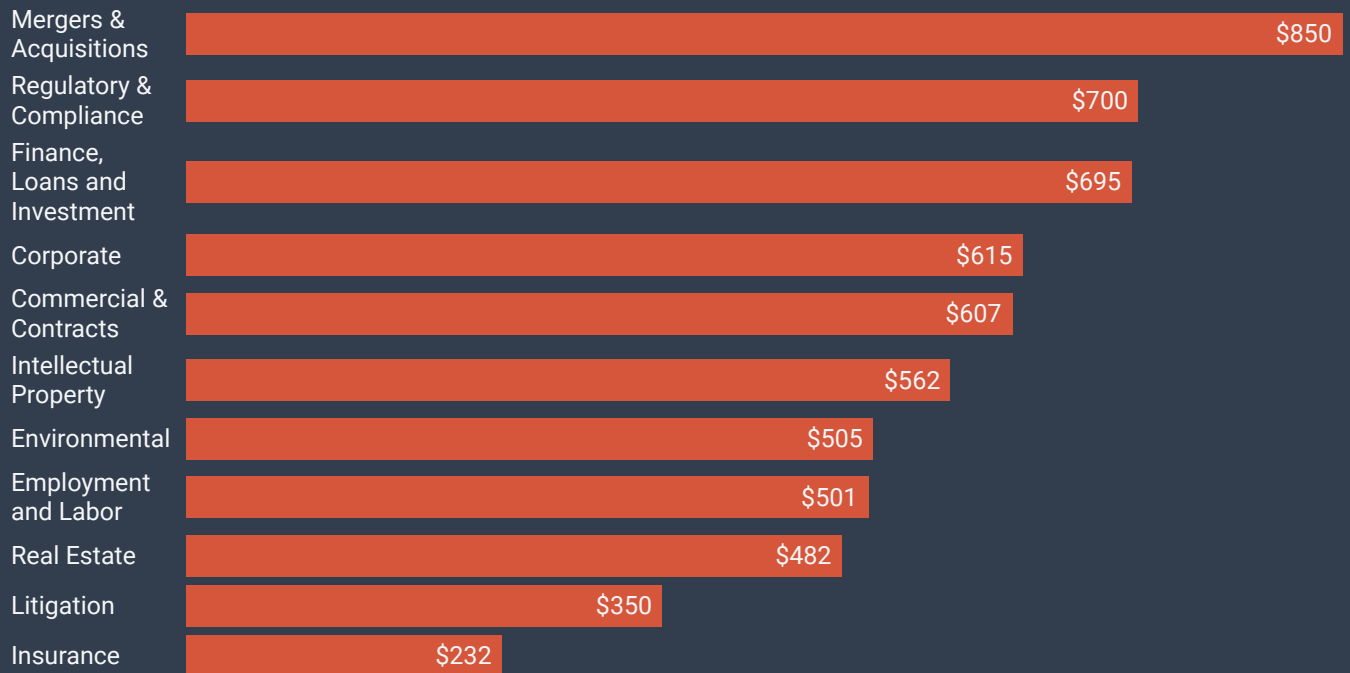
For example, it includes billing data on seven different groups under the litigation umbrella, showing a wide variation in partner rates based on the specific practice. The median billing rate for class action litigation was \$475, while the median rate for product liability was \$290.

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.

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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  
11 White Plains, New York  
12  
13 January 31, 2018

14 B e f o r e:  
15  
16 HONORABLE KENNETH M. KARAS,  
17 District Court Judge

18 A P P E A R A N C E S:  
19  
20 BURSOR & FISHER, PA  
21 Attorneys for Plaintiff  
22 888 Seventh Avenue  
23 New York, New York 10019  
24 BY: JOSEPH MARCHESE  
25 PHILIP FRAIETTA  
  
DENTONS US LLP  
Attorneys for Defendant  
233 South Wacker Drive, Suite 7800  
Chicago, Illinois 60601  
BY: NATALIE SPEARS  
SANDRA HAUSER

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,

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)

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Report for Project - 082422-1 - Social Media Study

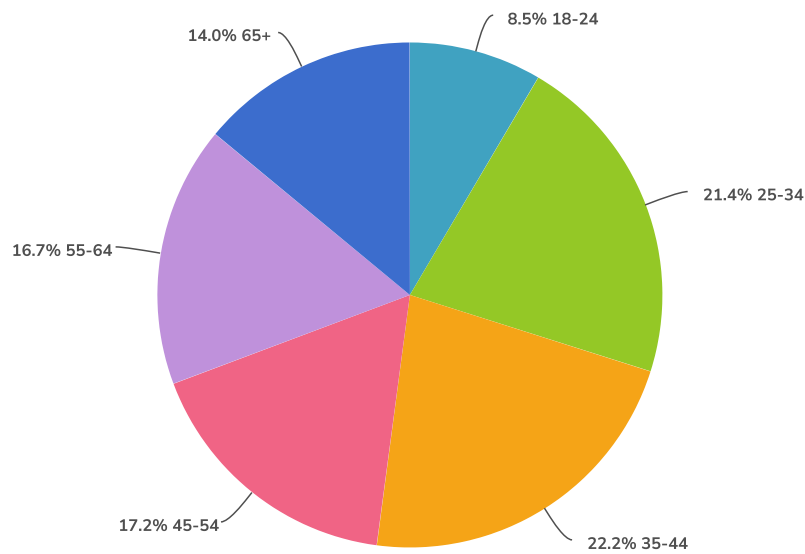
Response Counts

Completion Rate: **100%**  
Complete

401

Totals: 401

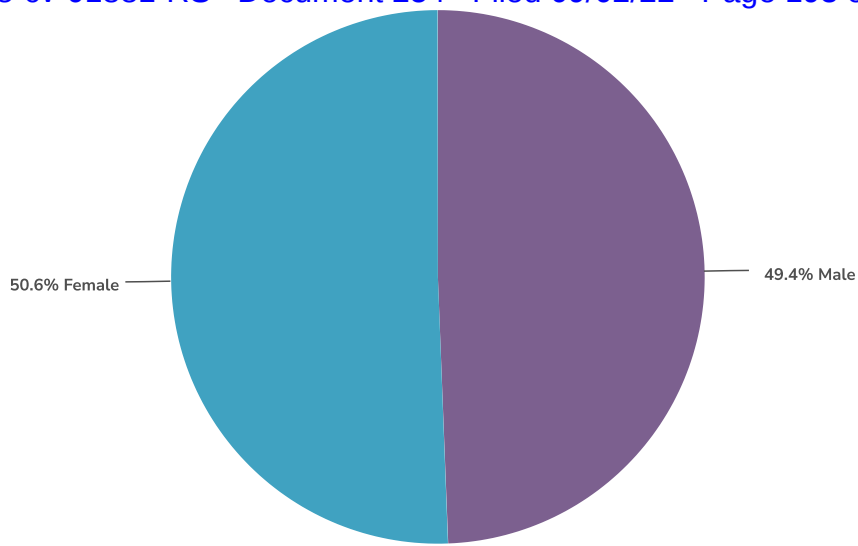
1. What is your age?



Value	Percent	Responses
18-24	8.5%	34
25-34	21.4%	86
35-44	22.2%	89
45-54	17.2%	69
55-64	16.7%	67
65+	14.0%	56
		<b>Totals: 401</b>

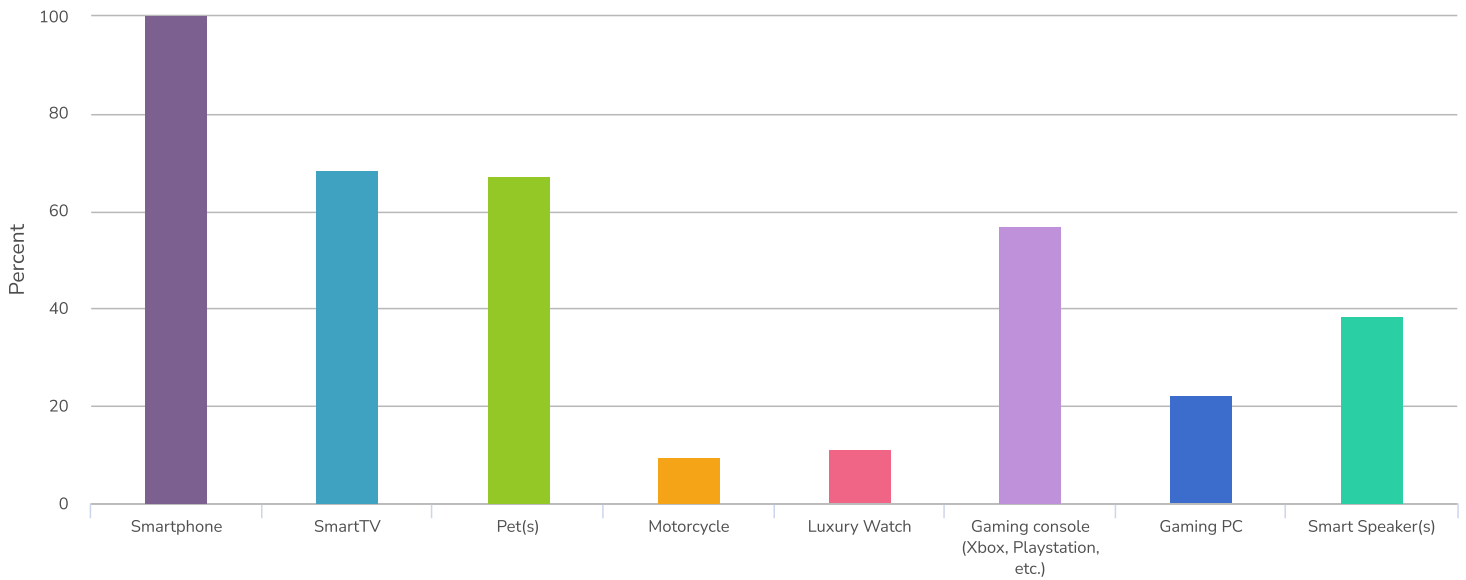
2. What is your gender?





Value	Percent	Responses
Male	49.4%	198
Female	50.6%	203
		<b>Totals: 401</b>

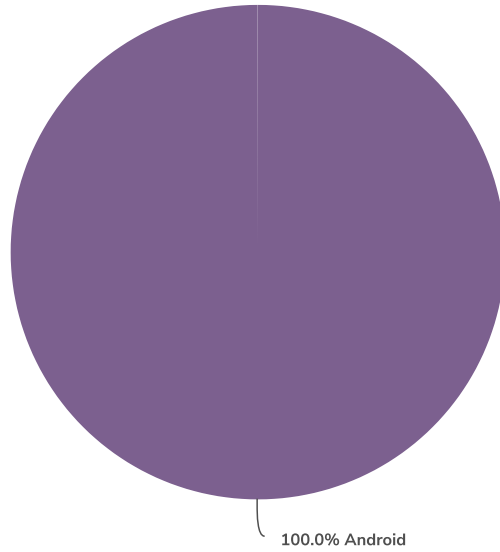
3. Which of the following, if any, do you currently own? Select all that apply.



Value	Percent	Responses
Smartphone	100.0%	401
SmartTV	68.6%	275
Pet(s)	67.3%	270
Motorcycle	9.7%	39
Luxury Watch	11.0%	44

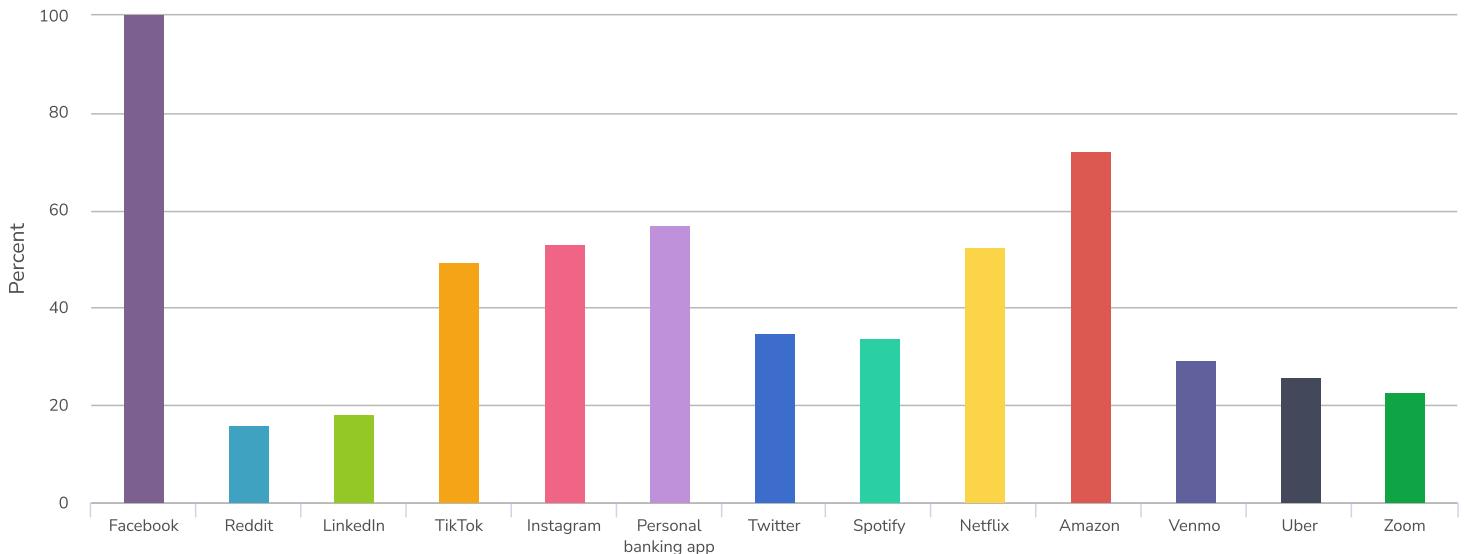
Value	Percent	Responses
Gaming console (Xbox, Playstation, etc.)	57.1%	229
Gaming PC	22.2%	89
Smart Speaker(s)	38.7%	155

4. Which type of smartphone do you currently own?



Value	Percent	Responses
Android	100.0%	401
		<b>Totals: 401</b>

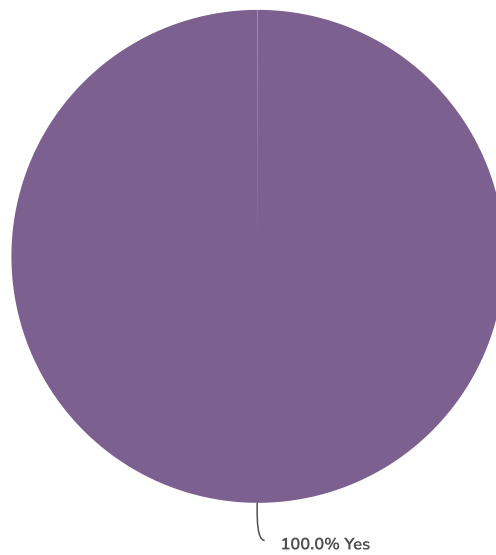
5. Which of the following apps, if any, do you currently have on your Android? Select all that apply.



Value	Percent	Responses
-------	---------	-----------

Value	Percent	Responses
Facebook	100.0%	401
Reddit	16.0%	64
LinkedIn	18.2%	73
TikTok	49.4%	198
Instagram	53.1%	213
Personal banking app	57.1%	229
Twitter	34.9%	140
Spotify	33.9%	136
Netflix	52.6%	211
Amazon	72.3%	290
Venmo	29.2%	117
Uber	25.9%	104
Zoom	22.9%	92

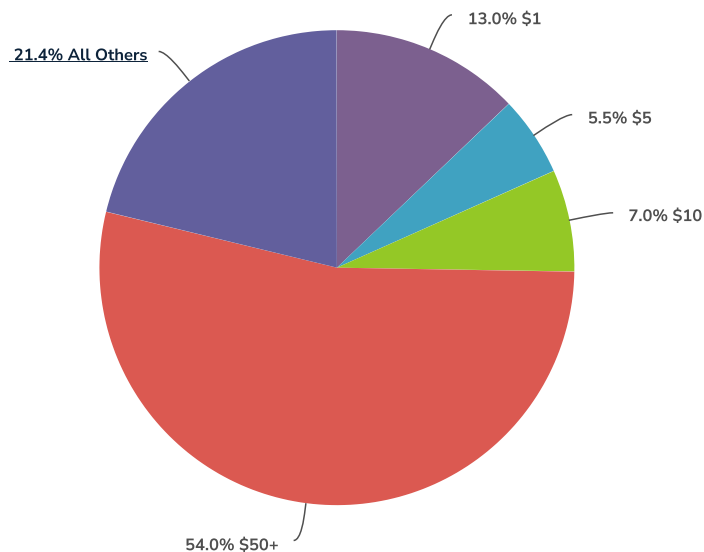
6. Have you previously used the Facebook Messenger app on your Android?



Value	Percent	Responses
Yes	100.0%	401
		<b>Totals: 401</b>

7. Imagine that Meta Platforms, Inc. (formerly Facebook, Inc.), has asked to purchase the call and text history data from your Android phone. For phone calls, the data collected would include: telephone number; contact name (if available); whether the call was incoming, outgoing or missed; call time and duration; and aggregate counts of calls.

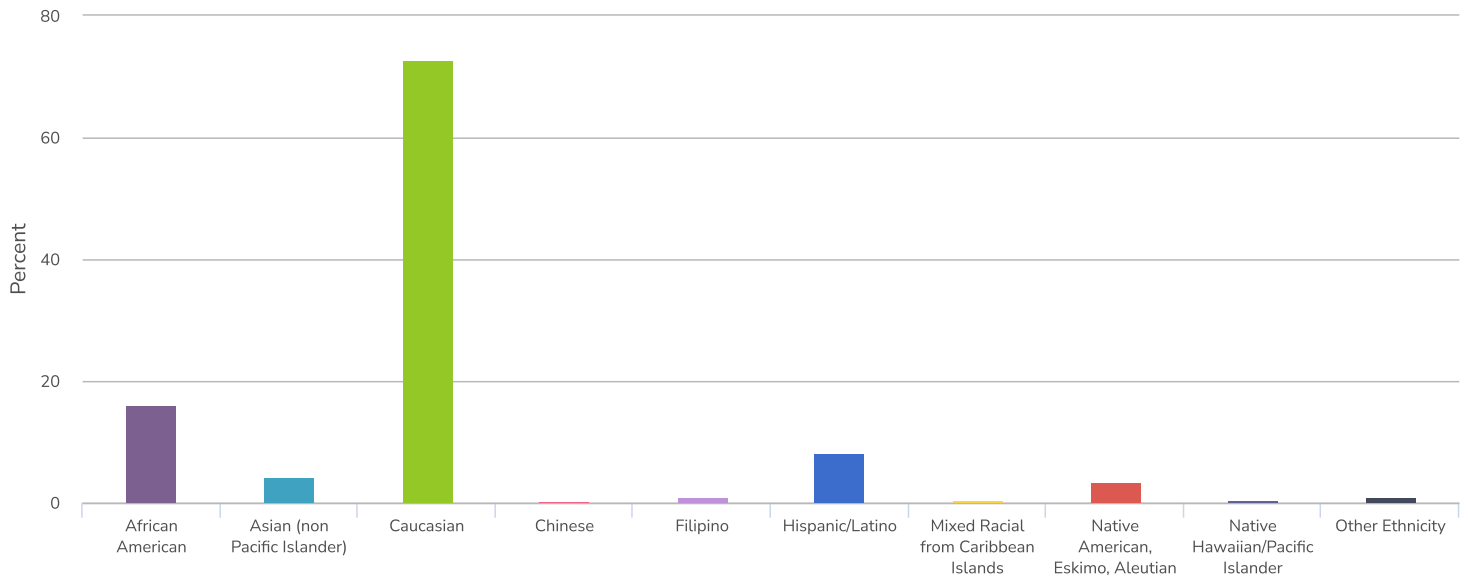
For text messages, the data collected would include: telephone number, contact name (if available), whether the text was sent or received; the text time; and aggregate counts of texts. Call and text history data would not include any content of the calls or texts. At what price would you be willing to sell your call and text history data to Meta/Facebook?



Value	Percent	Responses
\$1	13.0%	52
\$5	5.5%	22
\$10	7.0%	28
\$50+	54.0%	216
<u>All Others (click to hide) ▾</u>	21.4%	82
\$2	1.0%	4
\$3	2.3%	9
\$4	1.3%	5
\$6	2.8%	11
\$7	1.8%	7
\$8	1.3%	5
\$9	0.3%	1
\$12	0.5%	2
\$15	1.5%	6
\$17	0.3%	1
\$19	0.3%	1
\$20	2.3%	9
\$21	0.3%	1

Value	Percent	Responses
\$25	1.0%	4
\$27	0.3%	1
\$30	0.3%	1
\$33	0.3%	1
\$35	0.5%	2
\$40	0.8%	3
\$44	0.3%	1
\$45	0.8%	3
\$46	0.3%	1
\$47	0.3%	1
\$49	0.5%	2
		<b>Totals: 400</b>

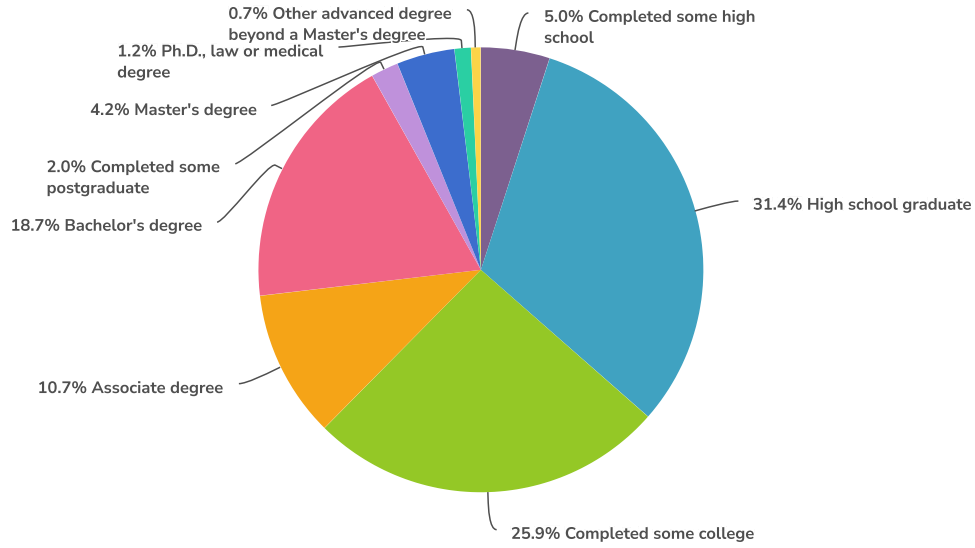
8. What is your ethnicity? Select all that apply.



Value	Percent	Responses
African American	16.0%	64
Asian (non Pacific Islander)	4.2%	17
Caucasian	72.8%	292
Chinese	0.2%	1
Filipino	1.0%	4
Hispanic/Latino	8.2%	33

Value	Percent	Responses
Mixed Racial from Caribbean Islands	0.5%	2
Native American, Eskimo, Aleutian	3.5%	14
Native Hawaiian/Pacific Islander	0.5%	2
Other Ethnicity	1.0%	4

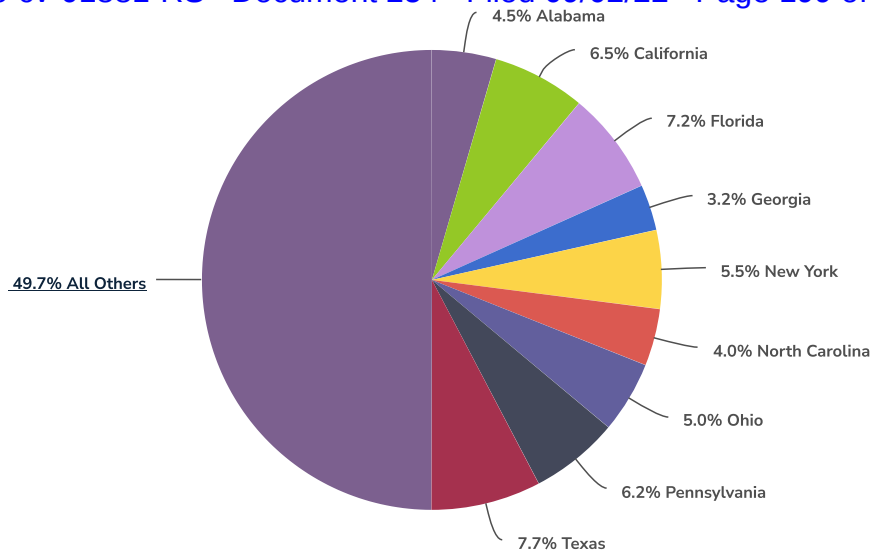
9. What is the highest level of education you have completed?



Value	Percent	Responses
Completed some high school	5.0%	20
High school graduate	31.4%	126
Completed some college	25.9%	104
Associate degree	10.7%	43
Bachelor's degree	18.7%	75
Completed some postgraduate	2.0%	8
Master's degree	4.2%	17
Ph.D., law or medical degree	1.2%	5
Other advanced degree beyond a Master's degree	0.7%	3

Totals: 401

10. Which State do you live in?



Value	Percent	Responses
Alabama	4.5%	18
California	6.5%	26
Florida	7.2%	29
Georgia	3.2%	13
New York	5.5%	22
North Carolina	4.0%	16
Ohio	5.0%	20
Pennsylvania	6.2%	25
Texas	7.7%	31
<a href="#">All Others (click to expand)</a> ▾	49.7%	201

**Totals: 401**





UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

Before The Honorable Richard Seeborg, Judge

ANTHONY WILLIAMS, individually )  
and on behalf of all others )  
similarly situated, )

Plaintiffs, )

VS. )

NO. C 18-01881 RS

FACEBOOK, INC., )

Defendant. )

San Francisco, California  
Thursday, July 14, 2022

TRANSCRIPT OF VIDEOCONFERENCE PROCEEDINGS

APPEARANCES: (via videoconference)

For Plaintiffs:

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**BY: NEAL J. DECKANT, ATTORNEY AT LAW**

For Defendant:

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**BY: NICOLE C. VALCO, ATTORNEY AT LAW  
ELIZABETH L. DEELEY, ATTORNEY AT LAW**

**NIKKI SOKOL, GENERAL COUNSEL**

REPORTED BY: Marla F. Knox, CSR No. 14421, RPR, CRR, RMR  
United States District Court - Official Reporter

1 Thursday - July 14, 2022

.m.

2 P R O C E E D I N G S

3 ---000---

4 **THE CLERK:** Calling case 18-CV-1881, Williams versus  
5 Facebook. Counsel, please state your appearances.

6 **MR. DECKANT:** Good afternoon, this is Neal Deckant  
7 from Bursor & Fisher for Plaintiffs.

8 **THE COURT:** Good afternoon.

9 **MR. DECKANT:** Good afternoon.

10 **MS. VALCO:** Good afternoon, this is Nicole Valco of  
11 Latham & Watkins on behalf of Meta Platforms.

12 I'm joined today by my colleague Elizabeth Deeley, also of  
13 Latham and Watkins, and by Nikki Stitt Sokol who is Director  
14 and Associate General Counsel at Meta.

15 **THE COURT:** Good afternoon.

16 This matter is on for preliminary approval of the class  
17 action settlement that's been proposed, and the mission I have  
18 is to determine if it falls within the ambit of what is fair,  
19 reasonable and adequate.

20 I suppose my overarching question would get to you,  
21 I guess, Mr. Deckant, is what was achieved here?

22 I mean, I don't frankly see this case resulting in  
23 anything.

24 **MR. DECKANT:** Well, Your Honor, respectfully, we got  
25 everything that we sought in the complaint basically. Pursuant

1 to the settlement, Facebook --

2 **THE COURT:** Didn't -- well, didn't Meta/Facebook stop  
3 scraping the data before?

4 **MR. DECKANT:** They actually stopped allegedly scraping  
5 the data after that -- this case was originally filed.

6 So we originally filed on March 27th, 2017; and pursuant  
7 to the settlement agreement, one of the forms of relief is that  
8 they confirm that the scraping stopped in March of 2019, so  
9 that was roughly two years after we filed.

10 **THE COURT:** Okay. So it's your position that but for  
11 the case being filed, they wouldn't have done that?

12 **MR. DECKANT:** They did stop -- excuse me -- after we  
13 had filed. And yes, I am proud of this settlement, and  
14 I believe that it resulted in meaningful change in their  
15 policies.

16 **THE COURT:** Is that -- let me ask, Ms. Valco, is that  
17 your understanding? Is that why Meta did this in this case?

18 **MS. VALCO:** So the decision to stop collecting call  
19 and text history data through these two apps was not a direct  
20 result of the litigation. It was a business decision based on  
21 changes in the technology and the direction of the product and  
22 android policies.

23 **THE COURT:** So let me ask you: What was achieved  
24 here?

25 **MR. DECKANT:** Another -- I'm sorry.

1           **THE COURT:** Wait, wait. Go ahead, what did they --  
2 what did they get out of this?

3           **MS. VALCO:** I agree with Mr. Deckant that the  
4 injunctive relief that has been agreed to is precisely what  
5 Plaintiffs have sought in the complaint, which is an agreement  
6 to delete the data that had been collected through the call and  
7 text -- through a call and text log feature that --

8           **THE COURT:** Which you were going to do anyway,  
9 according to you?

10           **MS. VALCO:** The practice of collecting it had ceased  
11 but the data is currently being preserved.

12           I would like to add, though, you know, I think it is  
13 important to keep in mind here -- and the *Campbell versus*  
14 *Facebook* Ninth Circuit decision instructs that, you know, the  
15 value and -- the value of the injunctive relief and for the  
16 class has to be evaluated in the context of --

17           **THE COURT:** Oh, there is no doubt that injunctive  
18 relief is a value, but I have to satisfy myself the injunctive  
19 relief is connected to the case.

20           I mean, you know, you don't just say a company does  
21 something while litigation is going on and say, "Look, we have  
22 achieved -- because of this case we have achieved something."

23           And I don't quite know what the injunction does because  
24 does -- the way this is phrased, is there anything to preclude  
25 Meta from starting to do this again? Did they promise they are

1 not going to do this again?

2 **MS. VALCO:** We do not and we don't think that that  
3 type of injunction is warranted here for a few reasons.

4 First, you know, there is nothing unlawful about  
5 collecting call and text history data --

6 **THE COURT:** You are -- I understand.

7 **MS. VALCO:** -- with the appropriate consent.

8 **THE COURT:** I understand why you are arguing that, but  
9 that's actually not what I'm asking about.

10 What I'm asking about is: Is there any "there there" in  
11 what has -- this result? And if this, quote-unquote,  
12 injunction is nothing more than a practice was ceased because  
13 of business reasons, according to the Defendants, and there is  
14 no -- nothing that precludes them from starting up again --  
15 indeed, you just told me you think it is perfectly -- you would  
16 be perfectly justified in doing so -- I am left with the  
17 question of this is pretty empty.

18 I mean, I just don't know -- what we are doing here. Now,  
19 that doesn't necessarily mean that the settlement can't be  
20 approved, but I will quite candidly tell you it causes me to  
21 wonder why there would be any attorneys fees here to -- I mean,  
22 it just -- you didn't do anything for the class.

23 **MR. DECKANT:** Your Honor, if I may speak for just a  
24 minute on this.

25 **THE COURT:** Yeah, go ahead.

1           **MR. DECKANT:** There is one point I would like to hit.

2           First of all, it is -- you know, it is factually true that  
3 the call and text uploading functionality ceased after we filed  
4 our case. I believe it is a legal and factual issue as for the  
5 reasons why that occurred.

6           We engaged in a large amount of discovery in this case.  
7 We had experts reviewing source code, doing in-person reviews.  
8 We billed about \$70,000 in expert fees having them conduct  
9 these reviews.

10           This was a costly case. We had multiple rounds of  
11 document production, multiple discovery disputes, a discovery  
12 motion, in-person meet-and-confers.

13           And I just simply -- one of the components of discovery  
14 that --

15           **THE COURT:** With respect, Mr. Deckant, I don't  
16 question any of that. You may have expended a great deal of  
17 time, effort and the like. But it doesn't go to my question of  
18 what was achieved. I mean --

19           **MR. DECKANT:** Let me answer that.

20           **THE COURT:** You could have spent a bazillion dollars.  
21 That doesn't mean therefore it was a successful piece of  
22 litigation.

23           **MR. DECKANT:** Well --

24           **THE COURT:** And I am hard put to find something here  
25 that is anything but, you know -- I understand what is lurking

1 in the background in this -- and you don't even have to comment  
2 is -- from the Plaintiffs' perspective, the Plaintiffs say  
3 "They did change their practice because of our lawsuit," and  
4 the Defendants don't want to say that because the Defendants  
5 are saying, you know, "We are not admitting any kind of  
6 liability. We could have done whatever we wanted to do."

7 So there is a bit of a -- of a dance here that is going  
8 on, and there are things not being said that each side probably  
9 would say in confidence.

10 But I'm just struggling here. I'm not looking for a way  
11 to cause you a problem, but I -- you know, there is no damages  
12 here.

13 You are asking for -- it's fine. It is injunctive relief.  
14 It is a (B) (2) class. There is no -- you are saying "We don't  
15 need any notice."

16 It's -- it's -- it's pretty empty. It's a pretty empty  
17 thing.

18 **MR. DECKANT:** Your Honor --

19 **MS. VALCO:** Your Honor --

20 **THE COURT:** Wait, wait. One at a time. Go ahead,  
21 Mr. Deckant.

22 **MR. DECKANT:** Your Honor, there is three or four facts  
23 I would like to get on the record just real fast here just to  
24 hit your points right on the head.

25 First of all, you are correct, this is an injunctive only

1 deal. The Court actually dismissed our claims for statutory  
2 damages.

3 **THE COURT:** Yeah, because I didn't think you had a  
4 basis for them.

5 **MR. DECKANT:** Right.

6 **THE COURT:** I mean, you know, that's not a  
7 justification for why it is only injunctive relief. Maybe  
8 another appellate court would tell me I am wrong, but I -- this  
9 is -- I know you tried to get in the CIPA. I said no.

10 **MR. DECKANT:** That's --

11 **THE COURT:** I didn't think you had a basis for it.

12 **MR. DECKANT:** So, Your Honor, you asked what does the  
13 settlement accomplish?

14 **THE COURT:** Yeah.

15 **MR. DECKANT:** Quick point, it's a legal and factual  
16 issue the reasons why Facebook stopped the scraping. We  
17 haven't had discovery on that particular topic.

18 Another thing I would like to note is that the Court is  
19 only reading half of the injunctive language. The other  
20 half --

21 **THE COURT:** Let me stop you on the first thing you  
22 just said.

23 **MR. DECKANT:** Yes.

24 **THE COURT:** You think I can assume that they -- even  
25 if they are telling me today that that's not why they did it, I



1 have a basis for assuming that their real motivation here was  
2 your lawsuit?

3 **MR. DECKANT:** Well, I would point the Court to the  
4 case *Campbell versus Facebook*. Our settlement was actually  
5 modeled very, very, very closely on a prior settlement that  
6 Judge Phyllis Hamilton handled. That went up to appeal to the  
7 Ninth Circuit due to a bunch of objector arguments.

8 This exact point was issued on appeal; was tackled by the  
9 Ninth Circuit. That's 951 F.3d 1106.

10 **THE COURT:** And what did they say on this point?

11 **MR. DECKANT:** In that case it was actually even  
12 starker because that was also an alleged privacy violation  
13 against Facebook, and a number of the practices in that case  
14 had ceased before the filing of the complaint.

15 Here, the alleged practices ceased after the filing of the  
16 complaint.

17 The Ninth Circuit said that yeah, Plaintiffs have standing  
18 because not every aspect of the practices had stopped before  
19 the complaint was filed.

20 **THE COURT:** Okay. Are there any aspects of the  
21 practices -- well, okay. You said you filed before these  
22 practices stopped. Okay.

23 **MR. DECKANT:** It was even worse in the *Campbell*  
24 appeal, which the Ninth Circuit handled.

25 You should take a look at page 1119 through 1120 where

1 they talk about the different doctrines of standing and  
2 mootness. They said that the Plaintiffs had standing to seek  
3 injunctive relief.

4 **THE COURT:** Standing is a bit of a different question.  
5 Standing -- sure, there may be standing issues and the circuit  
6 says you have standing if that's what was going up.

7 I'm not suggesting that you didn't have standing. What  
8 I'm asking for -- and I probably -- we have probably beaten  
9 this to its logical conclusion.

10 I'm asking for where is the meat? Where is the "there  
11 there?" Not whether or not Plaintiffs had standing or not had  
12 standing to bring the case or what have you.

13 It's a pretty practical question I'm trying to get to the  
14 bottom of. And again --

15 **MR. DECKANT:** That's --

16 **THE COURT:** -- I'm not suggesting that I'm not going  
17 to approve it, but I just -- I'm just struggling a bit.

18 **MR. DECKANT:** I would like to note that the Ninth  
19 Circuit also dealt with objector arguments that the injunction  
20 was effectively worthless.

21 The Ninth Circuit looked at those arguments and they said:  
22 Well, the injunctive relief has to be compared to the scope of  
23 the release, and the class members are not releasing any claims  
24 for monetary damages.

25 **THE COURT:** I recognize that.

1           **MR. DECKANT:** They had perfect -- perfect standing to  
2 bring claims for injunctive relief. And in that case, by the  
3 way, the Ninth Circuit affirmed about four times the amounts of  
4 attorneys fees that we are seeking here.

5           I would also like to note for the Court that up until this  
6 point, we have been talking about the injunctive relief  
7 component in terms of the promise and confirmation -- the  
8 confirmation, I should say, that the uploading of call and text  
9 metadata has stopped.

10           But another important component of the injunctive relief  
11 that we have not discussed is that Meta and Facebook agreed to  
12 delete all previously uploaded call and text metadata 45 days  
13 after the effective date of the settlement.

14           That one I feel a little more confident saying that yeah,  
15 that was a result of our settlement. They did not agree to do  
16 that until the Court finally approves the settlement and the  
17 deadline to appeal has passed.

18           **THE COURT:** You think you would have had a basis in  
19 this case to push for -- and perhaps you did in your complaint  
20 and you can remind me -- to push for an injunction that would  
21 preclude Meta from engaging in the practice which ceased, you  
22 say because of this lawsuit?

23           Could you have pushed for that legally? I know they  
24 are -- I'm not suggesting there would have been a way to get  
25 them to agree to it.

1           What I'm asking is, that was the injunctive relief you  
2 were questioning had the case been litigated to the end of the  
3 day; right?

4           **MR. DECKANT:** Well, we could have pushed for that and  
5 hypothetically perhaps at settlement we could have pushed.

6           I would like to remind the Court, as discussed in our  
7 papers, this case did not settle at mediation.

8           We had a day long mediation with Judge Wayne Anderson. It  
9 did not settle. It took eight months of subsequent  
10 negotiations after mediation to reach a settlement. And let me  
11 assure you, those were hard negotiations.

12           **THE COURT:** Well, let me ask you on the point we were  
13 just talking about, would you have had a legal basis to argue  
14 that they should be enjoined?

15           You know most of the time in a case of this nature, you  
16 would get an assessment, well, we -- this was our legal basis  
17 to do it but the reason we -- you should look with favor on the  
18 settlement is it was -- there were a lot of hurdles in the way  
19 of getting that injunctive relief. There were problems. Maybe  
20 we had a 20 percent chance of prevailing in the litigation had  
21 we done that. That's what I'm asking about now.

22           **MR. DECKANT:** That's -- I'm not exactly sure,  
23 Your Honor, because the relief that we are seeking is in  
24 connection with a certified class, and the certification for  
25 settlement purposes or for class cert purposes, if we went to

1 trial, it would be in a connection with a start date and an  
2 ending date.

3 So for the class at issue, the defined settlement class  
4 here, the injunctive relief component does apply to them. It  
5 is meaningful. Their data will be deleted, and Facebook is not  
6 even agreeing to do that until the settlement is finally  
7 approved.

8 If we took this case to trial, the class would have a  
9 start date and an end date.

10 I don't know about, you know, people going forward, they  
11 would not be part of the class that we would be representing  
12 technically.

13 **THE COURT:** All right.

14 **MS. VALCO:** If I can add something --

15 **THE COURT:** Wait a moment.

16 **MS. VALCO:** Okay.

17 **THE COURT:** I do -- I don't have a problem with the  
18 23(a) factors. So I think you have met all of those. But what  
19 I obviously am wrestling with is the value of the injunctive  
20 relief.

21 In addition, I wanted you to comment on the position you  
22 have taken that notice is simply not necessary in this case.  
23 Can you explain that to me?

24 **MR. DECKANT:** Absolutely. So since this is a 23(b)(2)  
25 settlement --

1           **THE COURT:** Right.

2           **MR. DECKANT:** -- notice is not required. This was  
3 actually tackled head on, again in the *Campbell v. Facebook*  
4 settlement before the Ninth Circuit. The citation on that  
5 is --

6           **THE COURT:** I don't doubt it is not required. What  
7 I'm asking for is you to explain to me why in this case you  
8 don't think it would be -- it would be warranted.

9           **MR. DECKANT:** Yeah, because whether or not notice is  
10 required depends on what the class is essentially giving up in  
11 the release and whether there is a requirement for them to opt  
12 out.

13           This has been tackled, not just by the Ninth Circuit in  
14 the *Campbell* case, which again the *Campbell* case didn't have  
15 any notice at all; here, we are actually -- I disagree that we  
16 are not having no notice.

17           Part of the notice is posting notice of the settlement,  
18 the preliminary approval motion, the fee application, and any  
19 orders on the Bursor & Fisher website.

20           In the *Campbell* case that the Ninth Circuit affirmed, an  
21 objector did argue about the notice issue; and they said it was  
22 fine that there was no notice.

23           That was also an injunctive case. That was also against  
24 Facebook. It was also about alleged privacy violations. There  
25 was just nothing at all in that case.

1 Here we are going to posting notice on our website. So,  
2 you know, if you were to search Google, our website is cached  
3 by Google; it's Spidered. Class members could actually find  
4 information about that.

5 So that -- the Ninth Circuit already agreed in the  
6 *Campbell* case that literally no notice is necessary. We are  
7 going a step above and beyond.

8 I wanted to just give you three citations to other  
9 injunctive cases where no notice was required and explain the  
10 rational --

11 **THE COURT:** No. These were in your brief, weren't  
12 they?

13 **MR. DECKANT:** I know they were in the settlement  
14 agreement. I don't recall if they were actually --

15 **THE COURT:** Well, I'll find it there. You don't have  
16 to read it into the record.

17 **MR. DECKANT:** Paragraph 60 of the settlement  
18 agreement, we cite three cases, Judge Tigar, Judge Beeler  
19 and --

20 **THE COURT:** I will look. I will look. That's fine.

21 **MR. DECKANT:** -- and Judge Yvonne Gonzalez Rogers.

22 They said that you have to see the extent to which a  
23 settlement binds class members.

24 And if class members are receiving injunctive relief and  
25 are not releasing their monetary claims, they are not

1 necessarily bound or giving up the ability to sue later.

2 So since no opt out is required in the *Stathakos* case,  
3 Judge Yvonne Gonzalez Rogers said no notice is required.

4 In *Jamba Juice* Judge Tigar had the same opinion. He said  
5 no notice is required.

6 **THE COURT:** I have got it. I understand. I  
7 understand.

8 **MR. DECKANT:** Yep.

9 **THE COURT:** Okay. All right. Ms. Valco, you want to  
10 say something?

11 **MS. VALCO:** Yes. There's I think three main points I  
12 wanted to cover. So with respect to the value of the  
13 injunctive relief, so this Ninth Circuit opinion in the  
14 *Campbell versus Facebook* case confirms that the value of the  
15 injunctive relief must be weighed against the weaknesses of the  
16 claims that are being --

17 **THE COURT:** Right.

18 **MS. VALCO:** And so this is a case where the claims,  
19 you know, really lack merit. And if this case were to proceed,  
20 there -- it is very unlikely that the claims would succeed.

21 And so, you know, we have been through multiple rounds of  
22 motion to dismiss briefing. As you know, the case has been  
23 significantly narrowed.

24 And Meta is confident that were it to continue to proceed,  
25 we would have a very strong record on summary judgment showing



1 that each of the Plaintiffs indeed provided consent before Meta  
2 collected their call and text data through the Messenger app.

3 This is demonstrated by the source code that Plaintiffs  
4 expert -- their source code experts had broad access to. It is  
5 demonstrated by the records that Meta produced in this case for  
6 each named Plaintiff that shows and confirms each one saw the  
7 consent screen, turned -- you know, which explicitly says  
8 "press turn on to collect your call and text history."

9 Each of those Plaintiffs clicked the button, turned it on  
10 before their call and text history was collected.

11 And there is also -- we additionally produced records  
12 relating to the launch of the feature, the consent screen  
13 itself.

14 And in four years of litigation Plaintiffs have provided  
15 no documents themselves that contradict that they provided  
16 consent for collection of the data.

17 So we are just -- we are very confident that were this  
18 case to proceed to summary judgment, Defendant Meta would  
19 prevail; and we think that's very important to take into  
20 account when assessing the value of the injunctive relief.

21 **THE COURT:** Well, do you agree that the deletion of  
22 the collected data is something that has flowed from this case?

23 You said you ceased the scraping, okay. And you said you  
24 don't ascribe it directly to this litigation.

25 How about the deletion of the data? Is that -- that's

1 keyed, as I understand it, to a certain amount of time, 45 days  
2 from the approval of the settlement should it occur.

3 Is that -- would that have happened but for this lawsuit?

4 **MS. VALCO:** Well, I will say the data has been  
5 preserved because of legal preservation obligations, both with  
6 respect to this lawsuit and Ex-U.S. jurisdictions.

7 I do think it likely would have been deleted if it weren't  
8 for that; right. The feature is not being used anymore. Hard  
9 to say because right now it is under preservation obligations.

10 So that agreement with respect to the deletion of the  
11 timing and all of that, is, you know, the consideration in the  
12 settlement agreement; but I'm not sure I can say for certain.  
13 I suspect it would have been deleted otherwise.

14 **THE COURT:** Okay. All right. Well, let me --

15 **MS. VALCO:** I'm sorry. And if I could add, there were  
16 a couple other points that I had wanted to respond to if you  
17 will indulge me.

18 **THE COURT:** Go ahead.

19 **MS. VALCO:** The second is whether Plaintiffs would  
20 have been entitled to an injunction that prevented the alleged  
21 practice going forward.

22 I will say the injunction that Plaintiffs seek in the  
23 complaint -- and this is in paragraph 5 of the third amended  
24 complaint -- is deletion of the data.

25 They don't have a request for injunctive relief to prevent

1 the collection going forward, and I think that's because in  
2 paragraph 25 of the third amended complaint, Plaintiffs  
3 actually allege that as of October 2017 Android made changes to  
4 its operating system and its -- its permission system that  
5 essentially eliminated the mechanism that Plaintiffs say Meta  
6 used to collect this data.

7 And so essentially their theory of liability is not viable  
8 going forward after October 2017.

9 Of course, Meta disputes that it ever used that mechanism;  
10 but even Plaintiffs allege that it was eliminated as of  
11 October 2017. So that is the second point.

12 And then the third point on the notice, I just wanted to  
13 add that there -- actually, no, I think that was -- I think  
14 Mr. Deckant covered the points I wanted to cover on the notice.

15 **THE COURT:** How about -- do you have an agreement that  
16 you don't oppose the attorneys' fees? Is that the way it's  
17 worded?

18 **MS. VALCO:** So, yes, based on Meta's ability to review  
19 monthly summaries of Plaintiffs' billing records, it takes no  
20 position on the attorneys' fee application up to \$1,080,000.  
21 And as approved by the Court up to that amount.

22 There is, you know, a few things that we think support  
23 that view. One is, you know, the -- the -- the injunctive  
24 relief to the class was negotiated and agreed upon before the  
25 parties began to negotiate and agree upon the attorneys' fee

1 provision.

2 Second point is that, you know, this was a hotly  
3 negotiated, you know, eight months of negotiations at arm's  
4 length facilitated by a mediator.

5 And that provision with respect to the attorneys' fees and  
6 Meta taking no position on Plaintiffs' application up to that  
7 amount was the result of a mediator's proposal that both sides  
8 agreed to.

9 And just to note, the mediator that we engaged in this  
10 case is a very respected and experienced former federal judge  
11 in the Northern District of Illinois, Judge Wayne Anderson, who  
12 has been mediating for over a decade and spent 20 years on the  
13 federal bench, was a state court judge before that.

14 And so that was his mediator's proposal. He certainly was  
15 very familiar with the party's needs to, you know, maintain arm  
16 length's negotiation and come up with a fair and reasonable  
17 settlement.

18 The final point that I would make is that, again, we don't  
19 view that as kind of a clear sailing agreement because of the  
20 requirement that Meta review the records beforehand and make an  
21 assessment as to -- you know, the request is actually a  
22 significant discount from the loadstar and, you know, based on  
23 reviewing the records seemed like it made sense with respect to  
24 the various activities that were going on in the case at the  
25 time.

1           **THE COURT:** All right.

2           **MR. DECKANT:** If I may have ten seconds, Your Honor.

3           **THE COURT:** Okay.

4           **MR. DECKANT:** It is paragraph 9 of my declaration that  
5 we submitted in support of preliminary approval that we only  
6 discussed fees and costs after all other material terms were --

7           **THE COURT:** I'm not questioning at all the order in  
8 which this was discussed or the propriety of how you went about  
9 it. I have no questions about that.

10          **MR. DECKANT:** We are taking --

11          **THE COURT:** I have some -- I have the bigger  
12 questions, which are going back to the value of the settlement,  
13 and you don't -- you don't just get fees because you brought a  
14 case and you settled a case.

15          And so I will take a look at that. And also, you know,  
16 I'm sure this is a very respected former federal judge who is a  
17 mediator, but his role as a mediator is not to make a  
18 determination on what is fair, reasonable and adequate. His  
19 role is to mediate the case.

20          And as long as he does it arm's length -- and I have no  
21 doubt that that was the case -- that's undisputed, as far as  
22 I'm concerned; but I'm sure he would be the first to say that  
23 his job is not to opine on the fair, reasonable and adequate  
24 nature of the settlement. That's for me to determine.

25          So okay --

1           **MS. VALCO:** Your Honor, I'm sorry, if I might just add  
2 one more thing. I do want to make something very clear for the  
3 record in response to one of your questions which is that I do  
4 believe that Meta would have deleted this data separate from  
5 the settlement agreement just under, you know, the data policy  
6 and commitment to --

7           **THE COURT:** So what you are saying from Meta's  
8 perspective is that the case is valueless, but you are not  
9 going to contest fees up to a million dollars because, frankly,  
10 that I guess is your analysis of cost of doing business and we  
11 will be done with that. I mean that is effectively what you  
12 are saying to me.

13           **MS. VALCO:** I think taking into account that core  
14 factor of the strength of the case and the risk of the  
15 litigation going forward, we do believe that this is a fair,  
16 reasonable and adequate settlement.

17           **MR. DECKANT:** Your Honor, I would also caution the  
18 Court that we haven't had discovery, and we are talking about a  
19 hypothetical world. It seems like pure speculation that  
20 perhaps --

21           **THE COURT:** Sure.

22           **MR. DECKANT:** -- Facebook would have deleted the data.  
23 We don't know what they would have done, but the settlement  
24 requires them to delete the data.

25           **THE COURT:** I understand that -- that the position

1 that was articulated by the Defendant is not your position.

2 I understand you -- you take the position that the --  
3 because of the timing of your lawsuit that the practice was --  
4 the scraping practice ceased and that the data will be deleted  
5 and but for your lawsuit that wouldn't have happened.

6 I understand that. I understand that and I understand you  
7 haven't gotten -- you haven't taken the deposition of the  
8 Defendant's personnel to determine what their motivation was  
9 and -- I understand that.

10 Okay. I will tell you, I will preliminarily approve the  
11 settlement. But, you know, when we get to final approval, I'm  
12 going to assess this closely.

13 If there is some objections, I will take a look at those.  
14 I -- we will see where it goes. It is within the ambit of what  
15 is fair, reasonable and adequate.

16 But if I took the Defendant's perspective, it would  
17 present the question of a valueless case and what you do with  
18 it.

19 You know, I don't think it is in anyone's interest for it  
20 to be litigated further, so I have to take that into account.  
21 But I'm just putting you-all on notice that oftentimes  
22 preliminary approval is pretty much the end of the game.

23 And here when you get to final approval, I'm going to  
24 assess it further.

25 Okay. You gave me a proposed order, I believe, with

1 respect to preliminary approval. It is a little easier because  
2 there isn't any notice so -- but I will -- I will -- as I say,  
3 I will review the proposed order. And do you have dates in  
4 there for when you propose the final approval hearing?

5 **MR. DECKANT:** Let me check here. I have the order up  
6 right now.

7 (Pause in proceedings.)

8 **MR. DECKANT:** There is a blank line. Is there any  
9 date that the Court would prefer?

10 **THE COURT:** No. Do you have a suggestion?

11 **MR. DECKANT:** Let me touch base with my team, but I  
12 will do it as expeditiously as possible. I do not want any  
13 delay.

14 **THE COURT:** Why don't you take a look and see which --  
15 make sure it is a date that I'm otherwise available and put it  
16 on -- it should go onto a Thursday like today on the law and  
17 motion calendar and advise us of when you would like me to do  
18 that.

19 **MR. DECKANT:** Will do. Thank you, Your Honor.

20 **THE COURT:** All right.

21 **MS. VALCO:** Thank you.

22 **THE COURT:** All right. Thank you.

23 (Proceedings adjourned at 2:01 p.m.)

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CERTIFICATE OF REPORTER

I certify that the foregoing is a correct transcript  
from the record of proceedings in the above-entitled matter.

DATE: Thursday, July 14, 2022

A handwritten signature in blue ink that reads "Marla Knox". The signature is written in a cursive style and is positioned above a horizontal line.

Marla F. Knox, CSR No. 14421, RPR, CRR, RMR  
United States District Court - Official Reporter





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## **FIRM RESUME**

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

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

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

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

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

1. *O'Brien v. LG Electronics USA, Inc.* (D.N.J. Dec. 16, 2010) to represent a certified nationwide class of purchasers of LG French-door refrigerators,
2. *Ramundo v. Michaels Stores, Inc.* (N.D. Ill. June 8, 2011) to represent a certified nationwide class of consumers who made in-store purchases at Michaels Stores using a debit or credit card and had their private financial information stolen as a result,
3. *In re Haier Freezer Consumer Litig.* (N.D. Cal. Aug. 17, 2011) to represent a certified class of purchasers of mislabeled freezers from Haier America Trading, LLC,
4. *Rodriguez v. CitiMortgage, Inc.* (S.D.N.Y. Nov. 14, 2011) to represent a certified nationwide class of military personnel against CitiMortgage for illegal foreclosures,
5. *Rossi v. The Procter & Gamble Co.* (D.N.J. Jan. 31, 2012) to represent a certified nationwide class of purchasers of Crest Sensitivity Treatment & Protection toothpaste,

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

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

due to the novel coronavirus, COVID-19, and whose tickets were not refunded,

41. *Kramer v. Alterra Mountain Co.* (D. Colo. July 31, 2020) to represent a proposed nationwide class of purchasers to recoup the unused value of their Ikon ski passes after Alterra suspended operations at its ski resorts due to the novel coronavirus, COVID-19,
42. *Qureshi v. American University* (D.D.C. July 31, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by American University due to the novel coronavirus, COVID-19,
43. *Hufford v. Maxim Inc.* (S.D.N.Y. Aug. 13, 2020) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
44. *Desai v. Carnegie Mellon University* (W.D. Pa. Aug. 26, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by Carnegie Mellon University due to the novel coronavirus, COVID-19,
45. *Heigl v. Waste Management of New York, LLC* (E.D.N.Y. Aug. 27, 2020) to represent a class of waste collection customers that were allegedly charged unlawful paper billing fees,
46. *Stellato v. Hofstra University* (E.D.N.Y. Sept. 18, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by Hofstra University due to the novel coronavirus, COVID-19,
47. *Kaupelis v. Harbor Freight Tools USA, Inc.* (C.D. Cal. Sept. 23, 2020), to represent consumers who purchased defective chainsaws,
48. *Soo v. Lorex Corporation* (N.D. Cal. Sept. 23, 2020), to represent consumers whose security cameras were intentionally rendered non-functional by manufacturer,
49. *Miranda v. Golden Entertainment (NV), Inc.* (D. Nev. Dec. 17, 2020), to represent consumers and employees whose personal information was exposed in a data breach,
50. *Benbow v. SmileDirectClub, Inc.* (Cir. Ct. Cook Cnty. Feb. 4, 2021), to represent a certified nationwide class of individuals who received text messages from SmileDirectClub, in alleged violation of the Telephone Consumer Protection Act,
51. *Suren v. DSV Solutions, LLC* (Cir. Ct. DuPage Cnty. Apr. 8, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
52. *De Lacour v. Colgate-Palmolive Co.* (S.D.N.Y. Apr. 23, 2021), to represent a certified class of consumers who purchased allegedly “natural” Tom’s of Maine products,
53. *Wright v. Southern New Hampshire University* (D.N.H. Apr. 26, 2021), to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by Southern New Hampshire University due to the novel coronavirus, COVID-19,
54. *Sahlin v. Hospital Housekeeping Systems, LLC* (Cir. Ct. Williamson Cnty. May 21, 2021), to represent a certified class of employees who used a

fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,

55. *Landreth v. Verano Holdings LLC, et al.* (Cir. Ct. Cook Cnty. June 2, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act.
56. *Rocchio v. Rutgers, The State University of New Jersey*, (Sup. Ct., Middlesex Cnty. October 27, 201), to represent a certified nationwide class of students for fee refunds after their classes were moved online by Rutgers due to the novel coronavirus, COVID-19,
57. *Malone v. Western Digital Corp.*, (N.D. Cal. Dec. 22, 2021), to represent a class of consumers who purchased hard drives that were allegedly deceptively advertised,
58. *Jenkins v. Charles Industries, LLC*, (Cir. Ct. DuPage Cnty. Dec. 21, 2021) to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
59. *Frederick v. Examsoft Worldwide, Inc.*, (Cir. Ct. DuPage Cnty. Jan. 6, 2022) to represent a certified class of exam takers who used virtual exam proctoring software, in alleged violation of the Illinois Biometric Information Privacy Act,
60. *Isaacson v. Liqui-Box Flexibles, LLC, et al.*, (Cir. Ct. Will Cnty. Jan. 18, 2022) to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
61. *Goldstein v. Henkel Corp.*, (D. Conn. Mar. 3, 2022) to represent a proposed class of purchasers of Right Guard antiperspirants that were allegedly contaminated with benzene,
62. *McCall v. Hercules Corp.*, (N.Y. Sup. Ct., Westchester Cnty. Mar. 14, 2022) to represent a certified class of who laundry card purchasers who were allegedly subjected to deceptive practices by being 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.

### **SCOTT A. BURSOR**

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

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

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

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

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

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

### **Representative Cases**

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

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



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

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

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

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

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

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

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

### **L. TIMOTHY FISHER**

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

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

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

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

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

### Representative Cases

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

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

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

### Selected Published Decisions

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Selected Class Settlements**

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

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

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

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

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

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

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

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

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

misleading representations concerning its specifications and performance.

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

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

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

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

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

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

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

### **JOSEPH I. MARCHESE**

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

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

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

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

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

**Selected Published Decisions:**

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

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

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

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

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

**Selected Class Settlements:**

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

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

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

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

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

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

### **JOSHUA D. ARISOHN**

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

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

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

### **Selected Published Decisions:**

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

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

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

### **Selected Class Settlements:**

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

### **JOEL D. SMITH**

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

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

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

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

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

**Selected Published Decisions:**

*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:**

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

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



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

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

### **NEAL J. DECKANT**

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

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

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

### **Selected Published Decisions:**

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

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

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

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

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

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

**Selected Class Settlements:**

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

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

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

**Selected Publications:**

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

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

**YITZCHAK KOPEL**

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

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

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

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

**Selected Published Decisions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **FREDERICK J. KLORCZYK III**

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

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

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

Fred received his Juris Doctor from Brooklyn Law School in 2013, graduating *magna cum laude* with two CALI Awards for the highest grade in his classes on conflict of laws and criminal law. During law school, Fred served as an Associate Managing Editor for the Brooklyn

Journal of Corporate, Financial and Commercial Law and as an intern to the Honorable Alison J. Nathan of the United States District Court for the Southern District of New York and the Honorable Janet Bond Arterton of the United States District Court for the District of Connecticut. In 2010, Fred graduated from the University of Connecticut with a B.S. in Finance.

**Selected Published Decisions:**

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

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

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

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

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

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

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

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

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

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

**Selected Class Settlements:**

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

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

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

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

**YEREMEY O. KRIVOSHEY**

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

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

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

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

**Representative Cases:**

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

**Selected Published Decisions:**

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

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

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

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

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

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

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

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

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

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



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

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

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

**Selected Class Settlements:**

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

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

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

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

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

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

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

**PHILIP L. FRAIETTA**

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

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

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

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

**Selected Published Decisions:**

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

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

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

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

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

**Selected Class Settlements:**

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

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

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

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

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

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

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

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

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

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

### **SARAH N. WESTCOT**

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

Ms. Westcot served as trial counsel in *Ayyad v. Sprint Spectrum L.P.*, where Bursor & Fisher won a jury verdict defeating Sprint's \$1.06 billion counterclaim and securing the class's recovery of more than \$275 million in cash and debt relief.

Ms. Westcot also has significant experience in high-profile, multi-district litigations. She currently serves on the Plaintiffs' Steering Committee in *In re Zantac (Ranitidine) Products Liability Litigation*, MDL No. 2924 (S.D. Florida).

Ms. Westcot is admitted to the State Bars of California and Florida, and is a member of the bars of the United States District Courts for the Northern, Central, Southern, and Eastern Districts of California and the Southern and Middle Districts of Florida.

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

### **ALEC M. LESLIE**

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

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

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

### **Selected Class Settlements:**

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

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

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

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

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

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

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

### **STEPHEN BECK**

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

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

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

### **BRITTANY SCOTT**

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

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

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

Brittany received her Juris Doctor from the University of California, Hastings College of the Law in 2019, graduating cum laude. During law school, Brittany was a member of the Constitutional Law Quarterly, for which she was the Executive Notes Editor. Brittany published a note in the Constitutional Law Quarterly entitled “Waiving Goodbye to First Amendment Protections: First Amendment Waiver by Contract.” Brittany also served as a judicial extern to

the Honorable Andrew Y.S. Cheng for the San Francisco Superior Court. In 2016, Brittany graduated from the University of California Berkeley with a B.A. in Political Science.

**Selected Class Settlements:**

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

**MAX ROBERTS**

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

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

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

Outside of the law, Max is an avid triathlete.

**Selected Published Decisions:**

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

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

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

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

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

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

**Selected Class Settlements:**

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

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

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

**CHRISTOPHER R. REILLY**

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

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

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

**RACHEL MILLER**

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

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

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

### **JULIA VENDITTI**

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

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

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

### **SEAN L. LITTERAL**

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

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

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



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

**JULIAN DIAMOND**

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

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

**MATTHEW GIRARDI**

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

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

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



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

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*Class Counsel*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

LAWRENCE OLIN, HAROLD NYANJOM,  
SHERON SMITH-JACKSON, JANICE VEGA-  
LATKER, MARC BOEHM, and RAVEN  
WINHAM, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

FACEBOOK, INC.,

Defendant.

Case No. 3:18-cv-01881-RS

**DECLARATION OF MARC BOEHM IN  
SUPPORT OF PLAINTIFFS' MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

Hon. Richard Seeborg

**DECLARATION OF MARC BOEHM**

I, Marc Boehm, declare as follows:

1. The statements made in this Declaration are based on my personal knowledge and, if called as a witness, I could and would testify thereto.
2. I am one of the Class Representatives representing the Settlement Class in this case.
3. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of the Class Settlement.
4. I installed the Facebook Messenger app on my Android smartphone during the relevant time period, and prior to October 2017, for my personal and household use. Upon initially downloading and installing the Facebook Messenger app, I was presented with prompts that read: “Allow Facebook Messenger access to your contacts?” Below the prompt were choices labeled “Allow” or “Deny.” Through this prompt, I allowed Facebook Messenger access to my “contacts,” but I was never asked whether I consented to Facebook scraping my call and text logs, and never granted Facebook permission to do so. I did not consent to Facebook scraping my call and text logs, nor did I understand that Facebook Messenger would scrape my call and text logs.
5. I would not have installed or used the Facebook Messenger app had I known the truth about the app’s practice of scraping call and text logs.
6. I have been actively involved in this matter since I first contacted Bursor & Fisher to see if I had a legal claim against Facebook. I ultimately decided to file this lawsuit as a class action because I wanted to stop what I believed were deceptive and unfair data scraping practices by Facebook, and to seek redress for individuals who, like me, were adversely affected by those practices.
7. I worked directly with the lawyers at Bursor & Fisher to file the class action lawsuit and agreed to the association of other lawyers working on behalf of myself and class members. Before this case was filed, my lawyers explained to me what a class action is about and my responsibilities as a class representative. I have at all times acted in the best interests of the class and I did nothing other than to advance the interest of the class over my own interests.





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NORTHERN DISTRICT OF CALIFORNIA

LAWRENCE OLIN, HAROLD NYANJOM,  
SHERON SMITH-JACKSON, JANICE VEGA-  
LATKER, MARC BOEHM, and RAVEN  
WINHAM, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

FACEBOOK, INC.,

Defendant.

Case No. 3:18-cv-01881-RS

**DECLARATION OF JANICE VEGA-  
LATKER IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Hon. Richard Seeborg

**DECLARATION OF JANICE VEGA-LATKER**

I, Janice Vega-Latker, declare as follows:

1. The statements made in this Declaration are based on my personal knowledge and, if called as a witness, I could and would testify thereto.
2. I am one of the Class Representatives representing the Settlement Class in this case.
3. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of the Class Settlement.
4. I installed the Facebook Messenger app on my Android smartphone during the relevant time period, and prior to October 2017, for my personal and household use. Upon initially downloading and installing the Facebook Messenger app, I was presented with prompts that read: “Allow Facebook Messenger access to your contacts?” Below the prompt were choices labeled “Allow” or “Deny.” Through this prompt, I allowed Facebook Messenger access to my “contacts,” but I was never asked whether I consented to Facebook scraping my call and text logs, and never granted Facebook permission to do so. I did not consent to Facebook scraping my call and text logs, nor did I understand that Facebook Messenger would scrape my call and text logs.
5. I would not have installed or used the Facebook Messenger app had I known the truth about the app’s practice of scraping call and text logs.
6. I have been actively involved in this matter since I first contacted Bursor & Fisher to see if I had a legal claim against Facebook. I ultimately decided to file this lawsuit as a class action because I wanted to stop what I believed were deceptive and unfair data scraping practices by Facebook, and to seek redress for individuals who, like me, were adversely affected by those practices.
7. I worked directly with the lawyers at Bursor & Fisher to file the class action lawsuit and agreed to the association of other lawyers working on behalf of myself and class members. Before this case was filed, my lawyers explained to me what a class action is about and my responsibilities as a class representative. I have at all times acted in the best interests of the class and I did nothing other than to advance the interest of the class over my own interests.







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NORTHERN DISTRICT OF CALIFORNIA

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SHERON SMITH-JACKSON, JANICE VEGA-  
LATKER, MARC BOEHM, and RAVEN  
WINHAM, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

FACEBOOK, INC.,

Defendant.

Case No. 3:18-cv-01881-RS

**DECLARATION OF HAROLD  
NYANJOM IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Hon. Richard Seeborg

**DECLARATION OF HAROLD NYANJOM**

I, Harold Nyanjom, declare as follows:

1. The statements made in this Declaration are based on my personal knowledge and, if called as a witness, I could and would testify thereto.
2. I am one of the Class Representatives representing the Settlement Class in this case.
3. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of the Class Settlement.
4. I installed the Facebook Messenger app on my Android smartphone during the relevant time period, and prior to October 2017, for my personal and household use. Upon initially downloading and installing the Facebook Messenger app, I was presented with prompts that read: “Allow Facebook Messenger access to your contacts?” Below the prompt were choices labeled “Allow” or “Deny.” Through this prompt, I allowed Facebook Messenger access to my “contacts,” but I was never asked whether I consented to Facebook scraping my call and text logs, and never granted Facebook permission to do so. I did not consent to Facebook scraping my call and text logs, nor did I understand that Facebook Messenger would scrape my call and text logs.
5. I would not have installed or used the Facebook Messenger app had I known the truth about the app’s practice of scraping call and text logs.
6. I have been actively involved in this matter since I first contacted Bursor & Fisher to see if I had a legal claim against Facebook. I ultimately decided to file this lawsuit as a class action because I wanted to stop what I believed were deceptive and unfair data scraping practices by Facebook, and to seek redress for individuals who, like me, were adversely affected by those practices.
7. I worked directly with the lawyers at Bursor & Fisher to file the class action lawsuit and agreed to the association of other lawyers working on behalf of myself and class members. Before this case was filed, my lawyers explained to me what a class action is about and my responsibilities as a class representative. I have at all times acted in the best interests of the class and I did nothing other than to advance the interest of the class over my own interests.





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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

LAWRENCE OLIN, HAROLD NYANJOM,  
SHERON SMITH-JACKSON, JANICE VEGA-  
LATKER, MARC BOEHM, and RAVEN  
WINHAM, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

FACEBOOK, INC.,

Defendant.

Case No. 3:18-cv-01881-RS

**DECLARATION OF LAWRENCE  
OLIN IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

Hon. Richard Seeborg

**DECLARATION OF LAWRENCE OLIN**

I, Lawrence Olin, declare as follows:

1. The statements made in this Declaration are based on my personal knowledge and, if called as a witness, I could and would testify thereto.

2. I am one of the Class Representatives representing the Settlement Class in this case.

3. I submit this Declaration in support of Plaintiffs' Motion for Final Approval of the Class Settlement.

4. I installed the Facebook Messenger app on my Android smartphone during the relevant time period, and prior to October 2017, for my personal and household use. Upon initially downloading and installing the Facebook Messenger app, I was presented with prompts that read: "Allow Facebook Messenger access to your contacts?" Below the prompt were choices labeled "Allow" or "Deny." Through this prompt, I allowed Facebook Messenger access to my "contacts," but I was never asked whether I consented to Facebook scraping my call and text logs, and never granted Facebook permission to do so. I did not consent to Facebook scraping my call and text logs, nor did I understand that Facebook Messenger would scrape my call and text logs.

5. I would not have installed or used the Facebook Messenger app had I known the truth about the app's practice of scraping call and text logs.

6. I have been actively involved in this matter since I first contacted Bursor & Fisher to see if I had a legal claim against Facebook. I ultimately decided to file this lawsuit as a class action because I wanted to stop what I believed were deceptive and unfair data scraping practices by Facebook, and to seek redress for individuals who, like me, were adversely affected by those practices.

7. I worked directly with the lawyers at Bursor & Fisher to file the class action lawsuit and agreed to the association of other lawyers working on behalf of myself and class members. Before this case was filed, my lawyers explained to me what a class action is about and my responsibilities as a class representative. I have at all times acted in the best interests of the class and I did nothing other than to advance the interest of the class over my own interests.







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*Class Counsel*

UNITED STATES DISTRICT COURT  
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LAWRENCE OLIN, HAROLD NYANJOM,  
SHERON SMITH-JACKSON, JANICE VEGA-  
LATKER, MARC BOEHM, and RAVEN  
WINHAM, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

FACEBOOK, INC.,

Defendant.

Case No. 3:18-cv-01881-RS

**DECLARATION OF SHERON SMITH-  
JACKSON IN SUPPORT OF  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Hon. Richard Seeborg

**DECLARATION OF SHERON SMITH-JACKSON**

I, Sheron Smith-Jackson, declare as follows:

1. The statements made in this Declaration are based on my personal knowledge and, if called as a witness, I could and would testify thereto.

2. I am one of the Class Representatives representing the Settlement Class in this case.

3. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of the Class Settlement.

4. I installed the Facebook Messenger app on my Android smartphone during the relevant time period, and prior to October 2017, for her personal and household use. Upon initially downloading and installing the Facebook Messenger app, I was presented with prompts that read: “Allow Facebook Messenger access to your contacts?” Below the prompt were choices labeled “Allow” or “Deny.” Through this prompt, I allowed Facebook Messenger access to my “contacts,” but I was never asked whether I consented to Facebook scraping my call and text logs, and never granted Facebook permission to do so. I did not consent to Facebook scraping her call and text logs, nor did I understand that Facebook Messenger would scrape my call and text logs.

5. I would not have installed or used the Facebook Messenger app had I known the truth about the app’s practice of scraping call and text logs.

6. I have been actively involved in this matter since I first contacted Bursor & Fisher to see if I had a legal claim against Facebook. I ultimately decided to file this lawsuit as a class action because I wanted to stop what I believed were deceptive and unfair data scraping practices by Facebook, and to seek redress for individuals who, like me, were adversely affected by those practices.

7. I worked directly with the lawyers at Bursor & Fisher to file the class action lawsuit and agreed to the association of other lawyers working on behalf of myself and class members. Before this case was filed, my lawyers explained to me what a class action is about and my responsibilities as a class representative. I have at all times acted in the best interests of the class and I did nothing other than to advance the interest of the class over my own interests.

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8. I have reviewed everything sent to me including the complaint and amended complaints, and draft discovery requests and responses, each of which I approved.

9. My lawyers have kept me informed of the progress of this case by emails and telephone calls. Throughout the course of the litigation, I have communicated with them to provide information needed for the case and I have made myself available to them when called upon.

10. I believe that what was ultimately achieved in this matter, and in the settlement of this case, is important, fair, and reasonable.

11. I have done my best to pursue this litigation and act in the best interests of the Settlement Class, which I agreed to represent. I believe the proposed settlement is in the best interests of the class, represents a fair and reasonable compromise, and should be approved.

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

  
Sheron Smith-Jackson (Aug 15, 2022 13:08 CDT)

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Sheron Smith-Jackson



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NORTHERN DISTRICT OF CALIFORNIA

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LATKER, MARC BOEHM, and RAVEN  
WINHAM, individually and on behalf of all  
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FACEBOOK, INC.,

Defendant.

Case No. 3:18-cv-01881-RS

**DECLARATION OF RAVEN WINHAM  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

Hon. Richard Seeborg

**DECLARATION OF RAVEN WINHAM**

I, Raven Winham, declare as follows:

1. The statements made in this Declaration are based on my personal knowledge and, if called as a witness, I could and would testify thereto.
2. I am one of the Class Representatives representing the Settlement Class in this case.
3. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of the Class Settlement.
4. I installed the Facebook Messenger app on my Android smartphone during the relevant time period, and prior to October 2017, for my personal and household use. Upon initially downloading and installing the Facebook Messenger app, I was presented with prompts that read: “Allow Facebook Messenger access to your contacts?” Below the prompt were choices labeled “Allow” or “Deny.” Through this prompt, I allowed Facebook Messenger access to my “contacts,” but I was never asked whether I consented to Facebook scraping my call and text logs, and never granted Facebook permission to do so. I did not consent to Facebook scraping my call and text logs, nor did I understand that Facebook Messenger would scrape my call and text logs.
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7. I worked directly with the lawyers at Bursor & Fisher to file the class action lawsuit and agreed to the association of other lawyers working on behalf of myself and class members. Before this case was filed, my lawyers explained to me what a class action is about and my responsibilities as a class representative. I have at all times acted in the best interests of the class and I did nothing other than to advance the interest of the class over my own interests.



