

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

SVELTANA SHOLOPA and MILICA  
MILOSEVIC, individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

TURK HAVA YOLLARI A.O. (d/b/a  
Turkish Airlines, a foreign corporation) and  
TURKISH AIRLINES, INC., a New York  
Corporation,

Defendants.

Case No. 1:20-cv-03294-ALC

Hon. Andrew L. Carter

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

I, Yeremey O. Krivoshey, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am a partner at Bursor & Fisher, P.A., counsel for Plaintiffs in this action. I am an attorney at law licensed to practice in the State of California and am admitted to practice before this court *pro hac vice*. I make this declaration in support of Plaintiffs’ Motion for Attorneys’ Fees, Costs, Expenses, and Incentive Awards. I have personal knowledge of the facts set forth in this declaration, and, if called as a witness, could and would competently testify thereto under oath.

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

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

Settlement Agreement.

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

4. On April 27, 2020, Plaintiff Sholopa, through her counsel, Bursor & Fisher, P.A., filed a putative class action in the United States District Court for the Southern District of New York against Turkish Airlines, Inc. (“Turkish”) on behalf of herself and all others similarly situated, alleging claims for, *inter alia*, breach of contract, and alleging that Defendant Turkish failed to refund Sholopa and similarly situated passengers for their cancelled flights in violation of Turkish’s General Conditions of Carriage (“GCC”). Leading up to filing, counsel identified and investigated Plaintiff Sholopa’s potential claims and that of the potential class.

5. On April 28, 2020, Plaintiff Milosevic, through her counsel, Liddle Sheets Coulson P.C., filed a putative class action against Defendant Turk Hava Yollari A.O. (d/b/a Turkish Airlines, a foreign corporation) alleging the same claims. *See Milosevic v. Turk Hava Yollari A.O., Inc., et al.*, Case No. 1:20-cv-03328, ECF No. 1 (S.D.N.Y. Apr. 28, 2020). Leading up to filing, counsel identified and investigated Plaintiff Milosevic’s potential claims and that of the potential class.

6. On May 20, 2020, Plaintiff Sholopa filed a Notice of Related Case (ECF No. 9) stating that the instant action was related to Plaintiff Milosevic’s action. On June 29, 2020, this Court deemed the two cases to be related.

7. On October 23, 2020, Plaintiffs, through their counsel, Bursor & Fisher, P.A. and Liddle Sheets Coulson P.C. (“Class Counsel”) filed a Consolidated Class Action Complaint (“CAC”) against Defendants on behalf of themselves and all others similarly situated, alleging claims for breach of contract based on Defendants’ alleged failure to refund passengers for cancelled flights in violation of Turkish’s GCC.

8. On November 13, 2020, Turkish filed a Motion to Dismiss the CAC under Fed. R. Civ. P. 12(b)(6). On December 18, 2020, Plaintiffs, through Class Counsel, filed their Opposition to the Motion to Dismiss. On March 31, 2022, the Court denied Defendants' Motion to Dismiss in its entirety. On April 14, 2022, Defendants filed their Answer to the CAC.

9. On April 8, 2022, counsel for the Parties met and conferred pursuant to Fed. R. Civ. P. 26(f). During this call, the Parties discussed interest in a class-wide resolution of this action. On April 12, 2022, during a status conference, the Parties informed the Court that they intended to pursue settlement negotiations with the assistance of a private mediator. Numerous calls with defense counsel regarding settlement ensued.

10. In advance of the mediation with the Honorable Wayne R. Andersen (Ret.) of JAMS Chicago, the Parties prepared mediation statements that were provided to Judge Andersen. The lengthy, detailed mediation statements outlined their respective legal arguments and theories on potential damages.

11. The Parties also exchanged information relevant to their claims and defenses, including (i) the number of passengers whose flights had been cancelled by Turkish as a result of the COVID-19 pandemic, (ii) the amount of money that Turkish had refunded in either cash or vouchers for flights that were cancelled as a result of the COVID-19 pandemic, (iii) the amount of money Turkish had not refunded for flights that were cancelled as a result of the COVID-19 pandemic, (iv) the amount of money in vouchers that had been claimed by passengers whose flights were refunded, and (v) Plaintiffs' attempts to contact Turkish to request a refund. This is largely the same information that would have been produced had the case proceeded to formal discovery. Accordingly, the Parties were sufficiently informed at the time of the mediation of the strengths and weaknesses of their respective positions, the size of the putative class, and the damages at

issue to negotiate a reasonable settlement.

12. On August 9, 2022, the Parties attended a full-day mediation with Judge Anderson. While the Parties did not completely resolve the matter at the mediation, the Parties continued to negotiate a settlement in good faith and with the assistance of Judge Andersen. In or about September 2022, the Parties ultimately reached an agreement on all material terms, and executed a term sheet for a nationwide class settlement on November 3, 2022.

13. On December 20, 2022, the Parties entered into a Settlement Agreement and Release, which sets forth the terms and conditions of the proposed Settlement and the dismissal of the Litigation against Turkish with prejudice. That same day, Plaintiffs moved the Court for an Order preliminarily approving the proposed Settlement pursuant to Federal Rule of Civil Procedure 23, certifying a Settlement Class for purposes of settlement, and approving notice to the Settlement Class.

14. On April 4, 2023, the Court granted an Order preliminarily approving the proposed Settlement pursuant to Federal Rule of Civil Procedure 23 (the “Order”). On April 19, 2023, the Court extended the Settlement deadlines to allow Turkish to compile Class Member data so that notice could be provided to the Settlement Class.

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

16. Since class notice has been disseminated, Class Counsel has worked with JND on a weekly basis to monitor settlement claims and any other issues that may arise. Class Counsel



has also fielded calls from Settlement Class Members.

17. In sum, through over three years of litigation, Class Counsel performed at least the following tasks: (i) conducted extensive pre-suit investigation into Turkish's refund practices (or lack thereof) during the COVID-19 pandemic; (ii) drafted the initial Complaint, First Amended Complaint, and Consolidated Class Action Complaint; (iii) briefed and prevailed on Defendants' Motion to Dismiss; (iv) reviewed discovery produced both prior to and after Plaintiffs settled this action; (v) attended a full-day mediation with the Honorable Wayne Andersen (Ret.) of JAMS; (vi) negotiated the Settlement; (vii) successfully moved for preliminary approval of the Settlement; and (viii) managed the dissemination of notice and the claims process.

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

18. The resulting \$14.1 million Settlement secures extraordinary relief for the class. The Settlement provides two buckets of relief. Settlement Class Members who have not received a refund from Turkish may submit a claim for a full refund, plus one percent of their unused ticket price ("Nonrefunded Claimants"). \$13,011,083.92 remains due and owing to these Settlement Class Members, in addition to \$130,119.84 in interest under the Settlement, for a total of \$13,141,194.76. This is at least 100% of Defendants' potential exposure at trial. Based on Defendants' records, there are 44,886 Settlement Class Members who fit this criterion. Class Counsel estimates the average payment to these Settlement Class Members to be approximately \$292.77. I reached that number by dividing the amount unrefunded by Turkish at the time of the Settlement (\$13,011,083.92) by the number of Settlement Class Members with unrefunded tickets at that time (44,886). This yielded an average ticket price of \$289.87. I then added 1% interest (~\$2.90) to the average ticket price.

19. Settlements Class Members who have already received a refund for their flights may elect to receive \$10 in cash or a \$45 voucher for future travel that can be used on any Turkish

Airlines flight. (“Refunded Claimants”). The \$10 cash payments and \$45 vouchers are capped at \$1 million. Based on Defendants’ records, there are approximately 300,000 Settlement Class Members who fit this criterion, to whom Defendant has paid approximately \$124 million in refunds. Assuming at trial that these Settlement Class Members would receive 1% of their unused ticket price based on Defendants’ failure to issue refunds within a “reasonable time,” the Settlement Cap represents an 80% recovery that these Settlement Class Members would have been entitled to at trial.

20. Because attorneys’ fees and costs, incentive awards, and notice and administration costs are to be paid separately and in addition to the relief to the Refunded and Nonrefunded Claimants, the Settlement makes roughly \$14.1 million in benefits available to Class Members without any deduction.

21. Pursuant to the terms of the Proposed Settlement, Plaintiffs request an award of attorneys’ fees, costs, and expenses of \$900,000, which represents 6.38% of the cash value of the Settlement (\$14.1 million).

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

### **III. FACTORS SUPPORTING FINAL APPROVAL**

23. The Parties agreed to the terms of the Settlement through experienced counsel who possessed all the information necessary to evaluate the case, determine all contours of the proposed class, and reach a fair and reasonable compromise after negotiating the terms of the Settlement at arms’-length and with the assistance of a neutral mediator, the Honorable Wayne R. Andersen (Ret.) of JAMS.

24. This case was one of dozens of class action lawsuits filed against airlines over an alleged failure to refund passengers whose flights were cancelled due to the COVID-19 pandemic. Passengers in these lawsuits were represented by some of the most well-established plaintiffs' lawyers in the country. Nonetheless, most of these lawsuits were dismissed at the pleadings, or survived the pleadings but were substantially trimmed. And, three years after the onset of the COVID-19 pandemic, to Class Counsel's knowledge, no court has certified a contested motion for class certification in any COVID-19 related flight refund case.

25. Further, Turkish was represented by highly skilled and well-paid lawyers from Norton Rose Fulbright US LLP, who vigorously represented their client, challenged Plaintiffs' claims, and sought to obtain a defense verdict and deprive the Settlement Class of any recovery.

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

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

28. Short of a settlement, there was significant risk that this case would be dismissed at class certification or summary judgment and Class Members would receive nothing. As the court in *Maree* acknowledged, "the existence of condition precedents may raise individual determinations as to whether each class member provided sufficient proof to be entitled to a refund." *Maree v. Deutsche Lufthansa AG*, 2023 WL 2563914, at \*10 (C.D. Cal. Feb. 13, 2023).

29. Even success at class certification would not preclude a victory for Defendants on the merits at summary judgment, at trial, or on appeal. Further, Defendants could also move to decertify the class. Thus, there was a significant risk of delay in achieving a final resolution of this matter.

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

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

32. As detailed in the accompanying Declaration of Bronyn Heubach (“Heubach Decl.”), the Court-ordered notice plan has been carried out in its entirety and reached at least 83% of the Settlement Class. Heubach Decl. ¶ 13.

33. Pursuant to the Order Granting Preliminary Approval (ECF No. 86), as amended April 19, 2023 (ECF No. 88), the deadline to opt-out of the Settlement is July 6, 2023. As detailed in the Heubach Declaration, twenty-four class members (0.0070% of the approximately 344,000 Settlement Class) filed requests for exclusions from the Settlement. Heubach Decl. ¶ 31.

34. Also pursuant to the Order Granting Preliminary Approval (ECF No. 86), as amended April 19, 2023 (ECF No. 88), the deadline to object to the Settlement is July 6, 2023. As detailed in the Heubach Declaration, there has been only one objection to the Settlement by.

Heubach Decl. ¶ 29. As the text of the objection makes clear, this objection is not to the terms of the Settlement. Rather, the objector believes he was improperly classified as a Refunded Claimant rather than a Nonrefunded Claimant. I have discussed the matter with counsel for Defendants, and have been informed that Turkish refunded the objector in July 2020. Turkish will be prepared to address the matter in more detail at the Final Approval Hearing or in a supplemental declaration. In either event, the objector was properly classified as a Refunded Claimant and his objection should be overruled.

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

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

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

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

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

39. Attached hereto as **Exhibit 3** are Liddle Sheets Coulson's detailed billing diaries

for this matter, as well as a summary of the same. My co-counsel in this matter, Nicholas Coulson, has personally reviewed all of Liddle Sheets Coulson's time entries associated with this case, and has used billing judgment to ensure that duplicative and unnecessary time has been excluded and that only time reasonably devoted to the litigation has been included. Liddle Sheets Coulson's time entries were regularly and contemporaneously recorded by me and the other timekeepers pursuant to firm policy and have been maintained in the computerized records of Liddle Sheets Coulson.

40. Class Counsel undertook this matter on a contingency basis. Since Class Counsel began investigating this matter in or about April 2020 through June 29, 2023, Class Counsel spent 443.3 hours on this matter (344.50 hours by Bursor & Fisher, and 98.8 hours by Liddle Sheets Coulson). Class Counsel's lodestar fee based on hours spent to date in this case, based on current billing rates, is \$266,987.50 (\$196,862.50 by Bursor & Fisher, and \$70,125 by Liddle Sheets Coulson). This represents a blended hourly rate of \$602.27.

41. Class Counsel has requested \$900,000 in attorneys' fees, costs, and expenses, which represents 6.38% of the cash value of the Settlement. Accordingly, this fee request represents a multiplier of 3.37 above Class Counsel's lodestar.

42. However, I estimate that Class Counsel will spend an additional 50-75 hours of future work in connection with the preparation of Plaintiffs' Motion for Final Approval, appearing at the final approval hearing, coordinating with JND, monitoring settlement administration, and responding to Settlement Class Member inquiries. At Class Counsel's blended hourly rate, these additional hours would push Class Counsel's lodestar to between \$297,101-\$312,157.75. This higher lodestar would reduce Class Counsel's requested multiplier to between 2.88-3.03.

43. Due to the commitment of time and capital investment required to litigate this

action, Class Counsel had to forego other work, including hourly non-contingent matters, and other class action matters.

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

45. Attached hereto as **Exhibit 5** is an itemized list of each out-of-pocket expense Liddle Sheets Coulson incurred in this case. These costs and expenses are reflected in the records of Liddle Sheets Coulson and were necessary to prosecute this litigation. All expenses were carefully and reasonable expended, and they reflect market rates for various categories of expenses incurred. Cost and expense items are billed separately, and such charges are not duplicated in Liddle Sheets Coulson's billing rates.

46. Class Counsel's expenses—which total \$18,673.09—consist primarily of mediation fees and travel expenses for hearings, as well as other reasonably necessary expenses such as filing fees, e-discovery costs, transcript costs, and so forth. Because these expenses were reasonably necessary and not excessive, they should be allowed in full.

47. Included within **Exhibits 2-3** are charts setting forth the hourly rates charged for lawyers and staff at Class Counsel at the time the work was completed. Based on my knowledge and experience, the hourly rates charged by Class Counsel are within the range of market rates charged by attorneys of equivalent experience, skill, and expertise. As a matter of firm policy, we do not discount our regular hourly rates for non-contingent hourly work. I have personal

knowledge of the range of hourly rates typically charged by counsel in our field in New York, California, Florida, and elsewhere, both on a current basis and in the past. In determining Class Counsel's hourly rates from year to year, my partners and I have consciously taken market rates into account and have aligned our rates with the market.

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

- i. *Perez v. Rash Curtis & Associates*, 2020 WL 1904533, at \*20 (N.D. Cal. Apr. 17, 2020), a class action brought under the TCPA, in which the court approved Bursor & Fisher's blended hourly rate of \$634.48.
- ii. *Zakskorn v. American Honda Motor Co.*, 2015 WL 3622990, at \*13-15 (E.D. Cal. June 9, 2015), a consumer class action concerning braking defects in vehicles, in which the court approved Bursor & Fisher's hourly rates of up to \$850 per hour for partners and \$450 per hour for associates.
- iii. *Laydon v. Mizuho Bank, Ltd.*, 2017 WL 6372625, at \*1-2 (S.D.N.Y. Dec. 7, 2017), approving partner rates of \$875 to \$975 and associate rates of \$325 to \$600.



- iv. *In re Credit Default Swaps Antitrust Litig.*, 2016 WL 2731524, at \*17 (S.D.N.Y. April 26, 2016), approving partner rates of \$834 to \$1,125 and associate rates of \$411 to \$714.
- v. *In re Platinum & Palladium Commod. Litig.*, 2015 WL 4560206, at \*4 (S.D.N.Y. July 7, 2015), approving billing rates of \$950 and \$905 per hour and referring to a recent National Law Journal survey yielding an average hourly partner billing rate of \$982 in New York.
- vi. *In re Bear Stearns Cos., Inc. Sec., Deriv., & ERISA Litig.*, Case No. 1:08-md-1963, 909 F. Supp. 2d 259, 271-72 (S.D.N.Y. 2012), approving fee award based on hourly rates ranging from \$275 to \$650 for associates and \$725 to \$975 for partners, as set forth in ECF No. 302-5.

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

- i. In an article entitled "Big Law Rates Topping \$2,000 Leave Value 'In Eye of Beholder,'" written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the \$2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 6**.
- ii. The CounselLink Enterprise Management Trends Report for June 2022 states that the median partner rate in New York was \$1,030. The report also notes that median partner rates have grown by 4.0% in San Francisco and 4.3% in New York. A true and correct copy of this article is attached hereto as **Exhibit 7**.
- iii. In an article entitled "On Sale: The \$1,150-Per Hour Lawyer," written by Jennifer Smith and published in the Wall Street Journal on April 9, 2013, the author describes the rapidly growing number of lawyers billing at \$1,150 or more revealed in public filings and major surveys. The article also notes that in the first quarter of 2013, the 50 top-grossing law firms billed their partners at an average rate between \$879 and \$882 per hour. A true and correct copy of this article is attached hereto as **Exhibit 8**.
- iv. In an article published April 16, 2012, the Am Law Daily described the 2012 Real Rate Report, an analysis of \$7.6 billion in legal bills paid by corporations over a five-year period ending in December 2011. A true and correct copy of that article is attached hereto as **Exhibit 9**. That article confirms that the rates charged by

experienced and well-qualified attorneys have continued to rise over this five-year period, particularly in large urban areas like the San Francisco Bay Area. It also shows, for example that the top quartile of lawyers bill at an average of “just under \$900 per hour.”

- v. Similarly, on February 23, 2011, the Wall Street Journal published an on-line article entitled “Big Law’s \$1,000-Plus an Hour Club.” A true and correct copy of that article is attached hereto as **Exhibit 10**. That article notes that in 2011 partner rates at some firms were as high as \$1,250 per hour and that associate rates were as much as \$700 per hour.
- vi. On February 22, 2011, the ALM’s Daily Report listed the 2006-2009 hourly rates of numerous San Francisco attorneys. A true and correct copy of that article is attached hereto as **Exhibit 11**. Even though rates have increased significantly since that time, my firm’s rates are well within the range of rates shown in this survey.
- vii. The Westlaw CourtExpress Legal Billing Reports for May, August, and December 2009 (attached hereto as **Exhibit 12**) show that as far back as 2009, attorneys with as little as 19 years of experience were charging \$800 per hour or more, and that the rates requested here are well within the range of those reported. Again, current rates are significantly higher.
- viii. The National Law Journal’s December 2010, nationwide sampling of law firm billing rates (attached hereto as **Exhibit 13**) lists 32 firms whose highest rate was \$800 per hour or more, eleven firms whose highest rate was \$900 per hour or more, and three firms whose highest rate was \$1,000 per hour or more.
- ix. On December 16, 2009, The American Lawyer published an online article entitled “Bankruptcy Rates Top \$1,000 in 2008-2009.” That article is attached hereto as **Exhibit 14**. In addition to reporting that several attorneys had charged rates of \$1,000 or more in bankruptcy filings in Delaware and the Southern District of New York, the article also listed 18 firms that charged median partner rates of from \$625 to \$980 per hour.
- x. According to the National Law Journal’s 2014 Law Firm Billing Survey, law firms with their largest office in New York have average partner and associate billing rates of \$882 and \$520, respectively. Karen Sloan, \$1,000 Per Hour Isn’t Rare Anymore; Nominal Billing Levels Rise, But Discounts Ease Blow, National Law Journal, Jan. 13, 2014. The survey also shows that it is common for legal fees for partners in New York firms to exceed \$1,000 an

hour. A true and correct copy of this survey is attached hereto as **Exhibit 15**.

- xi. On February 8, 2016, the ABA Journal published an article entitled “Top Partner Billing Rates at BigLaw Firms Approaching \$1,500 per hour.” A true and correct copy of this article is attached hereto as **Exhibit 16**.

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

## **V. CLASS COUNSEL’S ADEQUACY AND CREDENTIALS**

51. Attached hereto as **Exhibit 17** is a current firm resume for Bursor & Fisher, P.A.

52. Bursor & Fisher has significant experience in litigating class actions of similar size, scope, and complexity as the instant action. Bursor & Fisher also represents the Plaintiffs in *Maree et al v. Deutsche Lufthansa AG*, 8:20-cv-00885-MFW-MRW (C.D. Cal. 2020) who allege that the airline in that case, like Turkish, also failed to provide full refunds to its customers whose flights were cancelled because of COVID-19.

53. Class Counsel has also been recognized by courts across the country for its expertise. *See, e.g., Mogull v. Pete and Gerry’s Organics, LLC*, 2022 WL 4661454, at \*2 (S.D.N.Y. Sept. 30, 2022) (Briccetti, J.) (“Bursor & Fisher ... has represented other plaintiffs in more than one hundred class action lawsuits, including several consumer class actions that proceeded to jury trials in which Bursor & Fisher achieved favorable results for the plaintiffs. Thus, Bursor & Fisher has experience in class actions as well as knowledge of the applicable law in this case.”); *Ebin v. Kangadis Food Inc.*, 297 F.R.D. 561, 566 (S.D.N.Y. 2014) (Rakoff, J.) (“Bursor & Fisher, P.A., are class action lawyers who have experience litigating consumer claims. ... The firm has been appointed class counsel in dozens of cases in both federal and state courts, and has won multi-million dollar verdicts or recoveries in five [now six] class action jury trials since 2008.”).

54. Moreover, Bursor & Fisher has served as trial counsel for class action plaintiffs in six jury trials and has won all six, with recoveries ranging from \$21 million to \$299 million.

55. Attached hereto as **Exhibit 18** is a current firm resume for Liddle Sheets Coulson, P.C.

56. Liddle Sheets Coulson has decades of experience in successfully litigating complex class actions in various venues across the United States. In all, Liddle Sheets Coulson has been appointed class counsel in more than 100 class actions in state and federal courts.

57. Liddle Sheets Coulson has experience in the area of passenger refund class actions, having obtained a \$32.5 million settlement against Uber in *McKnight et al. v. Uber Technologies, Inc. et al.*, Case No. 3:14-cv-05615-JST (N.D. Cal.). The firm has also successfully resolved cases specifically involving pandemic-related refunds, such as the \$7.5 million class settlement in *Nellis, et al. v. Vivid Seats LLC*, Case No. 1:20-cv-02486 (N.D. Ill.).

## **VI. MS. SHOLOPA AND MS. MILOSEVIC'S ROLE IN THIS LITIGATION**

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

59. Ms. Sholopa and Ms. Milosevic equipped Class Counsel with critical details regarding their experiences with Defendant. They assisted Class Counsel in investigating their claims, detailed their experiences, supplied supporting documentation, aided in drafting the Complaint, First Amended Complaint and Consolidated Complaint, and frequently communicated

with Class Counsel regarding settlement negotiations and strategy. They have participated on many phone calls with counsel to discuss settlement, discovery, the allegations, and litigation strategy. They have each been attentive, very responsive to inquiries and requests by e-mail and phone from Class Counsel, and have been proactive in keeping abreast of developments in the litigation, including during the pendency of preliminary approval. Ms. Sholopa and Ms. Milosevic were prepared to testify at deposition and trial, if necessary.

60. In short, Ms. Sholopa and Ms. Milosevic assisted Class Counsel in pursuing this action on behalf of the class, and their involvement in this case has been nothing short of essential. I believe that their vigorous pursuit and efforts in this litigation, on behalf of Settlement Class Members, should each be rewarded with the full \$3,500 for an incentive award as allowed by the Settlement Agreement.

I declare under penalty of perjury that the foregoing is true and accurate. Executed this 29th day of June, 2023 in Louisville, Kentucky.

/s/ Yeremey O. Krivoshey  
Yeremey O. Krivoshey



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

SVETLANA SHOLOPA and MILICA  
MILOSEVIC, on behalf of themselves and all  
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Plaintiffs,

v.

TURK HAVA YOLLARI A.O. (d/b/a Turkish  
Airlines, a foreign corporation), and TURKISH  
AIRLINES, INC., a New York Corporation

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Case No. 1:20-cv-03294-ALC

**SETTLEMENT AGREEMENT**

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Subject to the approval of the Court and pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Class Action Settlement Agreement and Release, including the attached Exhibits (“Settlement Agreement” or “Settlement”), is entered into between plaintiffs Svetlana Sholopa and Milica Milosevic (“Plaintiffs”), on behalf of themselves and on behalf of each of the Settlement Class Members, and Defendants Turk Hava Yollari A.O. (d/b/a Turkish Airlines) and Turkish Airlines, Inc. (“Turkish” or “Defendants”) (collectively, the “Parties”) in the action entitled *Sholopa v. Turk Hava Yollari A.O. (d/b/a Turkish Airlines)*, Case No. 1:20-cv-3294-ALC in the United States District Court for the Southern District of New York.

### RECITALS

WHEREAS, on April 27, 2020, Plaintiff Svetlana Sholopa (“Sholopa”) filed a putative class action in the United States District Court for the Southern District of New York (the “Complaint”) against Turkish on behalf of herself and all others similarly situated, alleging claims for, *inter alia*, breach of contract, and alleging that Turkish failed to refund Sholopa and similarly situated passengers for her cancelled flight in violation of Turkish’s General Conditions of Carriage (“GCC”); and

WHEREAS, on May 20, 2020, Sholopa filed a Notice of Related Case stating that the instant action (“*Sholopa*”) was related to *Milosevic v. Turk Hava Yollari A.O et al., Case No. 1:20-cv-03328-LJL* (S.D.N.Y.) (“*Milosevic*”); and

WHEREAS, on June 29, 2020, the cases were deemed related; and

WHEREAS, on October 23, 2020, Plaintiffs filed a Consolidated Class Action Complaint (“CCAC”) against Turkish on behalf of themselves and all others similarly situated, alleging claims for breach of contract based on Turkish’s alleged failure to refund passengers for cancelled flights in violation of Turkish’s GCC; and

WHEREAS, on November 13, 2020, Turkish filed a Motion to Dismiss the CCAC; and  
WHEREAS, on March 31, 2022, the Court denied Turkish's Motion to Dismiss the CCAC;  
and

WHEREAS on April 14, 2022, Turkish filed its Answer to the CCAC, denying the  
allegations of the CCAC and raising affirmative defenses; and

WHEREAS, Plaintiffs have asserted their claim for breach of contract in briefing and  
argument before this Court; and

WHEREAS, Turkish denies each and every one of Plaintiffs' allegations of breach of  
contract and damages, Turkish has asserted numerous defenses to Plaintiffs' claims, Turkish  
disclaims any liability whatsoever, and Turkish further denies that this case satisfies the  
requirements to be tried as a class action under Federal Rule of Civil Procedure 23; and

WHEREAS, this Settlement has been reached after hard-fought litigation and is the product  
of extensive, arm's-length settlement negotiations and an August 9, 2022 mediation session  
conducted first before the Honorable Wayne R. Andersen (Ret.); and

WHEREAS, the Parties have engaged in significant discovery that has allowed the parties  
to adequately apprise themselves of the strengths, merits, risks, potential damages, and  
complexities of the case should it have proceeded in litigation, and to allow them to objectively  
analyze the fairness, reasonableness, and adequacy of the Settlement. To that end, the parties  
exchanged and met and conferred concerning a number of discovery requests, including  
interrogatories and requests for production. In response, Turkish produced critical information  
concerning the merits of the case to Plaintiffs, including information concerning the number of  
class members, the amount of flights at issue that had been cancelled within the class period, the

amount of money that had been refunded, the amount of money that had not yet been refunded, and the amount of vouchers claimed by U.S. customers; and

WHEREAS, the Parties recognize that the outcome of this Litigation is uncertain, and that a final resolution through the litigation process would require several more years of appeals, substantial risk and expense, the distraction and diversion of Turkish's personnel and resources, and the expense of any possible future litigation raising similar or duplicative claims; and

WHEREAS, the Parties believe that this Settlement Agreement is fair, reasonable, and adequate because it provides substantial economic consideration to the Settlement Class in exchange for Settlement Class Members' release of certain Claims.

NOW, THEREFORE, without (a) any admission or concession on the part of Plaintiffs about the likelihood of success at trial, on appeal, or in other motions practice, or (b) any admission or concession of the merit of this Litigation or of liability or wrongdoing or the lack of merit of any defense whatsoever by Turkish, it is hereby stipulated and agreed by the undersigned, on behalf of Plaintiffs, the Settlement Class and Turkish, that this Litigation and all Claims of the Settlement Class be settled, compromised, and dismissed on the merits and with prejudice as to Turkish, subject to Court approval as required by Federal Rule of Civil Procedure 23, on the terms and conditions set forth herein.

The recitals stated above are true and accurate and are hereby made a part of this Settlement Agreement.

## **I. DEFINITIONS**

For the purposes of this Settlement Agreement, the following terms shall have the following meanings:

A. **“CAFA Notice”** means notice of this Settlement to the appropriate federal and state officials, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and the form of which is attached in **Exhibit A**.

B. **“Cash Option”** means for Settlement Class Members who have already received a refund of their tickets for a Qualifying Flight, means the election that those Settlement Class Members will have to receive a payment of \$10.00 USD (instead of a \$45.00 USD Voucher)

C. **“Claim”** or **“Claims”** mean all claims, counterclaims, demands (including, without limitation, demands for arbitration), actions, suits, causes of action, allegations of wrongdoing, and liabilities.

D. **“Claim Form”** means the proposed Claim Form in substantially the form attached hereto as **Exhibit B** to be used by Settlement Class Members to make a Claim for the Cash Option or Voucher Option, which form is to be approved by the Court and to be posted on the Settlement Website in accordance with Section VI of this Settlement Agreement.

E. **“Claims Administration Expenses”** means the Class Notice expenses and other expenses incurred by the Settlement Claims Administrator in administering this Settlement, including, without limitation: preparing and disseminating Class Notice and CAFA Notice; responding to inquiries from Settlement Class Members; creating and maintaining a Settlement Website; coordinating Cash Option and Voucher Option request information with Turkish and Class Counsel; accepting, validating, maintaining and processing Cash Option and Voucher Option requests submitted by Settlement Class Members; and maintaining all Claims and other Settlement Agreement-related data through the conclusion of the settlement administration process.

F. “**Claims Deadline**” means the date by which a Claim Form must be received via electronic submission by 11:59 p.m. Eastern Standard Time to be considered timely. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Class Notice and shall not be less than sixty (60) consecutive days from the Class Notice Date.

G. “**Class Counsel**” or “**Plaintiffs’ Counsel**” means Bursor & Fisher, P.A. and Liddle Sheets Coulson P.C.

H. “**Class Notice**” means the form of notice to be disseminated to Settlement Class Members informing them about the terms of the Settlement Agreement, their right to participate in this Settlement, to opt out, or to object to same, and to appear at the Final Approval Hearing, and instructing Settlement Class Members on how to submit requests for the Cash Option or Voucher Option. A copy of the proposed Long Form Notice is attached as **Exhibit C** and the proposed Summary Notice is attached as **Exhibit D**.

I. “**Class Notice Date**” means the first date on which Class Notice is sent by the Settlement Claims Administrator to each Settlement Class Member.

J. “**Class Representatives**” or “**Plaintiffs**” means named Plaintiffs Svetlana Sholopa and Milica Milosevic.

K. “**Class Period**” means the period commencing March 1, 2020 to December 31, 2021.

L. “**Court**” means the United States District Court for the Southern District of New York, the Honorable Andrew L. Carter presiding.

M. “**Effective Date**” means the date on which all appellate rights with respect to the Final Order and Judgment have expired or have been exhausted in such a manner as to affirm the Final Order and Judgment, and when no further appeals are possible.

N. **“Final Approval Hearing”** means the hearing to be held by the Court to consider and determine whether the proposed Settlement of this Litigation as contained in this Settlement Agreement should be approved as fair, reasonable, and adequate, whether Plaintiffs’ request for an award of attorneys’ fees and expenses should be granted, and whether the Final Order and Judgment approving this Settlement should be entered.

O. **“Final Order and Judgment”** means the order and judgment entered by the Court giving approval to the terms of this Settlement Agreement as fair, reasonable and adequate, certifying a class for settlement purposes, providing for the orderly performance and enforcement of the terms of this Settlement Agreement, discharging the Released Parties of and from all further liability for the Released Claims to the Releasing Parties, and permanently barring and enjoining the Releasing Parties from instituting, filing, commencing, prosecuting, maintaining, continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or in any other capacity of any kind whatsoever, any action in any state court, federal court, or any other tribunal, forum, or proceeding of any kind, against the Released Parties that asserts any Released Claims.

P. **“Interest Payments”** means the one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segments, Turkish will pay to Nonrefunded Claimants who have not previously received a refund of their Qualifying Flight.

Q. **“Litigation”** means the civil action captioned *Sholopa v. Turk Hava Yollari A.O, Inc. (d/b/a Turkish Airlines)*, Case No. 1:20-cv-03294-ALC in the United States District Court for the Southern District of New York.

R. “**Long Form Notice**” means the proposed notice in substantially the form attached as **Exhibit C**.

S. “**Nonrefunded Claimants**” means those Settlement Class Members who have not, to date, received a refund for flights encompassed in the Class Definition.

T. “**Notice Plan**” means the plan created by the Parties for the purpose of providing notice of this Settlement to the Settlement Class Members, as described in Section VI.

U. “**Opt-Out and Objection Date**” means the date ordered by the Court, which the Parties shall request be set at twenty-one (21) days prior to the Final Approval Hearing.

V. “**Preliminary Approval Order**” means the proposed order preliminarily approving this Settlement, substantially in the form of **Exhibit E** attached hereto.

W. “**Qualifying Flight**” means a Turkish flight scheduled to operate to or from the United States during the Class Period which Turkish cancelled.

X. “**Refunded Claimants**” means those Settlement Class Members who have already received refunds for flights encompassed in the Class Definition.

Y. “**Release**” means the release set forth in Section VII.

Z. “**Released Claims**” means any and all claims, whether known or unknown, relating to the Releasing Parties’ purchase of a ticket for a flight that was cancelled by Turkish during the Class Period against the Released Parties under federal, state, foreign or any other law or regulation. The Released Claims shall not include any claims for personal injury, and no such claims are released as part of this Settlement.

AA. “**Released Parties**” means Turkish and each and all of their respective present or former parents, subsidiaries, affiliates, successors and assigns, and each and all of the respective present or former officers, directors, employees, employers, attorneys, accountants, financial

advisors, commercial bank lenders, insurers, investment bankers, representatives, general and limited partners and partnerships, any trust of which Turkish is a settlor, trustee or beneficiary, heirs, executors, administrators, successors, affiliates, and assigns of each of them.

BB. **“Releasing Parties”** means Class Representatives Svetlana Sholopa and Milica Milosevic, and all Settlement Class Members who have not validly and timely opted out of the Settlement Class, and all those who claim through them or who assert or could assert claims on their behalf.

CC. **“Settlement Claims Administrator”** means JND Legal Administration or such other entity that the Court shall approve with the consent of the Parties to administer the Notice Plan and to oversee the processing and resolution of Claim Forms as set forth in this Settlement Agreement.

DD. **“Settlement Class”** or **“Settlement Class Member(s)”** means all United States residents who purchased tickets for travel on a Turkish flight scheduled to operate to, from, or within the United States between the Class Period (a) whose flights were cancelled by Turkish, (b) the customer did not cancel the flight or fail to show for the first leg of the flight prior to the cancellation of a later leg, (c) the customer did not request and receive a voucher or rebooking from Turkish, and (d) the customer did not request and receive a charge back from their credit card provider for the full amount of the flight cancelled by Turkish.

Excluded from the Settlement Class are all persons who validly opt out of the Settlement in a timely manner; governmental entities; counsel of record (and their respective law firms) for the Parties; Turkish and any of its affiliates, subsidiaries, and all of its respective employees, officers, and directors; the presiding judge in the Litigation or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that



entered into a release with Turkish prior to the Effective Date concerning the Released Claims in the Litigation.

EE. “**Settlement Consideration**” means the benefits available to Settlement Class Members as described in detail in Section III.

FF. “**Settlement Website**” means the website established by the Settlement Claims Administrator, on which the Class Notice and other information relevant to this Settlement will be posted for Settlement Class Members’ benefit.

GG. “**Summary Notice**” means the proposed postcard notice in substantially the form attached as **Exhibit D**.

HH. “**Valid Claim**” means a timely Claim Form submitted by a Settlement Class Member that: (a) is submitted in accordance with the directions accompanying the Claim Form and the terms of this Settlement Agreement; (b) is accurately, fully, and truthfully completed and executed by a Settlement Class Member; (c) is signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) is received by the Claims Deadline; and (e) is determined to be valid by the Settlement Claims Administrator.

II. “**Voucher**” means a \$45.00 USD voucher or value for redemption good for future travel on Turkish. The Vouchers will consist of a credit code that can be redeemed upon booking any published fare. To redeem the Vouchers, Settlement Class Members must book tickets through Turkish’s website. The Vouchers are not freely transferable, cannot be sold, and expire within twenty-four (24) months of issuance. The Vouchers cannot be redeemed for cash.

“**Voucher Option**” means the election that qualifying Settlement Class Members will receive a Voucher in lieu of a cash payment.

## **II. MOTION FOR PRELIMINARY APPROVAL**

As soon as reasonably practicable after execution of this Settlement Agreement, but no later than December 20, 2022, Plaintiffs shall file with the Court a Motion for Preliminary Approval of the Settlement, Approval and Direction of Notice Plan, and Appointment of Settlement Claims Administrator that seeks entry of an order that, by its terms, shall:

1. Preliminarily approve this Settlement as fair, reasonable, and adequate;
2. Approve the proposed notice plan and Class Notice in forms substantially similar to those attached hereto as **Exhibit C** and **Exhibit D**;
3. Establish deadlines for the filing of objections and notice of opting out of the Settlement;
4. Appoint the Settlement Claims Administrator; and
5. Set a date for the Final Approval Hearing at which the Court will consider final approval of the Settlement and Plaintiffs' motion for attorneys' fees and expenses.

### **III. SETTLEMENT CONSIDERATION**

Turkish shall provide the following Settlement Consideration in exchange for the Release detailed in Section VII:

A. Settlement Class Members Who Have Received Refunds. For those Settlement Class Members who have received refunds from Turkish for Qualified Flights (the “**Refunded Claimants**”), they shall have the option to submit a Claim Form electing:

1. The Cash Option: \$10.00 USD per person; or
2. The Voucher Option: a Voucher for future travel in the amount of \$45.00 USD.

B. Settlement Cap. Turkish shall pay the value of all Valid Claims for Cash Options and Voucher Options pursuant to Section III(A) up to \$1,000,000.00 USD (the “**Refunded Claimants Settlement Cap**”). In the event that Valid Claims for Cash Options or Voucher Options under Section III(A) exceed the Refunded Claimants Settlement Cap, the amount paid for

Valid Claims for Cash Options or Voucher Options shall be reduced *pro rata* until the full \$1,000,000.00 USD Settlement Cap has been paid.

C. Payments Not Subject To the Settlement Cap: The following items are excluded from the Settlement Cap:

1. The awards made to Nonrefunded Claimants pursuant to Section III(D) are ***not*** subject to the Refunded Claimants Settlement Cap, and shall ***not*** be capped in any way by this Settlement;
2. Any attorneys' fees, costs, and expenses awarded to Settlement Class Counsel or other counsel for Settlement Class Members. Any such awards shall be paid in addition to, and separate from, any awards paid to Refunded and Nonrefunded Claimants;
3. Any service award payments to the Plaintiffs. Any such awards shall be paid in addition to, and separate from, any awards paid to Refunded and Nonrefunded Claimants; and
4. Claims Administration Expenses. Any such expenses shall be paid in addition to, and separate from, any awards paid to Refunded and Nonrefunded Claimants.

D. Settlement Class Members Who Have Not Received Refunds. For those Settlement Class Members who have not received a refund for Qualified Flights (*i.e.*, the Nonrefunded Claimants):

1. Turkish will notify them in the class notice that they are eligible to receive a full refund of the purchase price, plus one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment, and that they can indicate their desire to request a refund on the Claim Form; and
2. Upon submission of a Valid Claim, Turkish will (i) process their refund, and (ii) make an additional Interest Payment of one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment.

E. Time To Submit A Valid Claim: All Valid Claims by Refunded or Nonrefunded Claimants must be submitted within sixty (60) days of the Class Notice Date. Turkish is not responsible for providing any awards to Refunded or Nonrefunded Claimants after sixty (60) days.

F. Payment Date. Settlement Consideration for all Valid Claims will be paid (or for refunds, processed) within thirty (30) business days of the Effective Date.

#### **IV. CLASS CERTIFICATION**

A. Certification of Settlement Class. For Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Turkish, and solely pursuant to the terms of this Settlement Agreement, the Parties consent to, and agree to, the establishment of a conditional certification of the nationwide Settlement Class, pursuant to Federal Rule of Civil Procedure 23(b)(3).

B. Certification is Conditional. This certification is conditional on the Court's approval of this Settlement Agreement. In the event the Court does not approve all terms of the Settlement Agreement, or if the Settlement Agreement is voluntarily or involuntarily terminated for any reason, then certification of the Settlement Class shall be void and this Settlement Agreement and all orders entered in connection therewith, including, but not limited to, any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Litigation or in any other case or controversy. And, in such an event, this Settlement Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all parties hereto, who shall be restored to their respective positions as of the date of this Settlement Agreement, and Turkish shall not be deemed to have waived any opposition or

defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment.

C. Turkish Reservation of Rights: Turkish contends that this Litigation could not be certified as a class action under Federal Rule of Civil Procedure 23(b), other than for settlement purposes. Nothing in this Settlement Agreement shall be construed as an admission by Turkish that this Litigation or any similar case is amenable to class certification for trial purposes. Furthermore, nothing in this Settlement Agreement shall prevent Turkish from opposing class certification or seeking decertification of the Settlement Class if final approval of this Settlement Agreement is not obtained, or not upheld on appeal, including review by the United States Supreme Court, for any reason. Turkish supports certification of the class for settlement purposes only.

**V. CLASS SETTLEMENT NOTICE**

A. Settlement Claims Administrator

1. In their motion for preliminary approval, Plaintiffs will propose that the Court appoint JND Legal Administration as the Settlement Claims Administrator.

2. The Settlement Claims Administrator will facilitate the notice process by providing professional guidance and support in the implementation of the Notice Plan and by overseeing the Claim Form submission process.

B. Notice Plan

1. The Parties and the Settlement Claims Administrator have developed an appropriate and reasonable Notice Plan to reach Settlement Class Members. The Class Notice is designed to provide clear and concise notice of the terms of this Settlement Agreement in plain, easily understood language. The Parties acknowledge and expressly agree that the Notice Plan constitutes due and sufficient notice under Federal Rule of Civil Procedure 23. The Parties will recommend to the Court the Notice Plan, which will be administered by the Settlement Claims Administrator.

2. Under the Notice Plan, upon Preliminary Approval of this Settlement, the Settlement Claims Administrator shall cause the Long Form Notice to be disseminated to Settlement Class Members via e-mail, and the Summary Notice by U.S. mail for any Settlement Class Members with respect to whom Turkish does not have an e-mail address on file as of the Class Notice Date. The Class Notice shall conform substantially with the notices attached as **Exhibit C** and **Exhibit D**.
3. For any e-mails to Settlement Class Members that are returned to the Settlement Claims Administrator as undeliverable and for Settlement Class Members for whom Turkish does not have an e-mail address, a Summary Notice shall be sent to each Settlement Class Member's last known address on a double-sided postcard with a change of address form on the back flap.
4. The Settlement Claims Administrator will also create and maintain a Settlement Website to be activated within five (5) days following entry of the Preliminary Approval Order. The Settlement Website will have a Claim Form submission capability, contain the Preliminary Approval Order, the Class Notice, this Settlement Agreement, and other information regarding the Court approval process as agreed to by the Parties. The Settlement Website will also contain other important case documents, which will be updated from time to time, including the Complaint in the Litigation, any motion for attorneys' fees, costs, expenses, and service awards (and supporting documentation), and motions for preliminary and final approval. In addition, the Settlement Website will include a section for frequently asked questions and procedural information regarding the status of the Court-approval process, such as an announcement when the final approval hearing is scheduled, deadlines for opting out and objecting, when the Final Order and Judgment has been entered, and when the Effective Date is expected or has been reached. The Settlement Claims Administrator will terminate the Settlement Website forty-five (45) days after either (1) the Effective Date, or (2) the date on which the Settlement is terminated or otherwise not approved by a court. The Settlement Claims Administrator will then promptly transfer ownership of the URL to Turkish.
5. The Settlement Claims Administrator will also establish a toll-free telephone number for Settlement Class Members to call and receive pre-recorded answers to questions regarding this Settlement and will also set up an email address to handle Settlement Class Members' inquiries.

6. Turkish shall serve notice of the Settlement that meets the requirements of CAFA, 28 U.S.C. § 1715, on the appropriate federal and state officials not later than ten (10) days after the Court grants Preliminary Approval of the Settlement. A proposed form of CAFA Notice, without the accompanying attachments, is attached as **Exhibit A**. Within a reasonable time thereafter, Turkish shall file with the Court a certification of the date(s) on which the CAFA Notice was served.

## **VI. CLAIMS SUBMISSION PROCESS AND ADMINISTRATION**

A. Turkish shall provide the Settlement Claims Administrator with a listing of the names, mailing addresses (if available), e-mail addresses (if available), passenger name records, refund amounts, and refund statuses for Settlement Class Members.

B. The Settlement Claims Administrator shall cause the Claim Form to be available on the Settlement Website. The Claim Form shall conform with the form attached as **Exhibit B**.

C. The Settlement Website will permit Settlement Class Members to input their class member identifier to determine whether they have received a refund, and if so, whether the Settlement Class Member would like to receive the Cash Option or Voucher Option available to them if they file a Valid Claim.

D. All Claim Forms must be electronically submitted and received by the Claims Deadline. Class Members may, at their option, contact the Settlement Claims Administrator for a copy of a paper Claim Form, which will be accepted upon receipt as valid by the Settlement Claims Administrator if the claims are otherwise valid.

E. The Settlement Claims Administrator shall use adequate and customary procedures and standards to prevent the payment of fraudulent claims, including, but not limited to: (i) validating claims against Turkish's records, (ii) determining the amount of the Cash Option and the Interest Payments based upon Turkish's records, (iii) using a class member identifier, which will be matched to the notice list, and (iv) screening for multiple or fraudulent claims which are

not consistent with the facts. The Settlement Claims Administrator shall have the right to audit claims and the Settlement Claims Administrator, when necessary, may request additional information from Settlement Class Members submitting Claim Forms and from Turkish.

F. The Settlement Class Administrator shall approve or deny all Claim Forms and will only pay Valid Claims. If any fraud is detected or reasonably suspected, the Settlement Claims Administrator may request further information from the Settlement Class Member and from Turkish or deny claims, subject to the ultimate oversight of the Court.

G. Cash Option payments and Interest Payments shall be issued via PayPal (electronically) or check (standard mail) at the election of the Settlement Class Member. Checks will be valid for one hundred twenty (120) days from the date of issuance.

H. The Settlement Claims Administrator shall maintain records of all Claim Forms until ninety (90) days after all Valid Claims have been finally resolved and the Settlement Claims Administrator has issued payment to those Settlement Class Members who submitted Valid Claims, and such records will be made available upon request to Turkish's counsel at the end of the ninety (90) day period. The Settlement Claims Administrator also shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Turkish requests.

## **VII. RELEASE**

Upon the Effective Date, Plaintiffs and each of the Settlement Class Members who have not validly opted out of the Settlement Class shall be deemed to have, and by operation of the judgment shall have, fully, finally, and forever released, relinquished, and discharged against the Released Parties all Released Claims (including, without limitation, any unknown claims), as well as any claims arising out of, relating to, or in connection with, the defense, settlement or resolution



of the Litigation, including any claims related to any assertion that Turkish wrongfully did not refund its customers' flights that were cancelled by Turkish. Nothing in the Settlement Agreement or Release shall release any claims for personal injuries.

**VIII. OBJECTIONS, NOTICES TO APPEAR, AND OPT-OUTS (REQUESTS FOR EXCLUSION)**

A. Any Settlement Class Member who wishes to object to this Settlement must serve the Settlement Claims Administrator his or her objection no later than the Opt-Out and Objection Date, which shall be set by the Court in its Preliminary Approval Order. The Parties shall request an Opt-Out and Objection Deadline of twenty-one (21) days prior to the Final Approval Hearing.

B. The Parties shall request that the Court require any objection to be in writing and include the following information: (a) the objector's name, address, telephone number and, if represented by counsel, the name, address, and telephone number of his or her counsel; (b) the objector's flight numbers for all flights at issue in this Settlement, the flight dates, the flight route (destination and origin airports), and ticket price; (c) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (d) all grounds for his or her objection, accompanied by any legal support for the objection known to the objector or his or her counsel; (e) copies of any papers, briefs, or other documents upon which the objection is based or upon which the objector or his or her counsel intends to rely; and (f) the objector's handwritten signature.

C. Any Settlement Class Member who wishes to be excluded from the settlement (*i.e.*, to opt out of the Settlement Class) must mail or deliver a written request for exclusion to the Settlement Claims Administrator, received by the Opt-Out and Objection Date, which shall be no later than twenty-one (21) days before the Final Approval Hearing. The written request must provide the Settlement Class Member's name, address and telephone number, state that the

Settlement Class Member requests exclusion from the Settlement Class, and the Settlement Class Member's handwritten signature. Any Settlement Class Member who does not submit a timely request for exclusion shall be bound by all subsequent proceedings, orders, and the Final Order and Judgment in this Litigation relating to this Settlement, even if he or she has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against Turkish relating to the Released Claims.

D. The Settlement Claims Administrator shall receive and maintain the exclusion requests and objections and provide copies of the exclusion requests and objections to the Parties' counsel. At least fourteen (14) court days before the Final Approval Hearing, the Settlement Claims Administrator shall provide the Parties' counsel with a list of all Settlement Class Members who submitted timely, valid exclusion requests, as well as all objections.

**IX. ATTORNEYS' FEES, COSTS, OTHER EXPENSES, AND CLASS REPRESENTATIVES' SERVICE AWARDS**

A. Class Counsel will ask the Court for an award of reasonable expenses, costs, and attorneys' fees in connection with this Litigation, with the total amount not to exceed nine-hundred thousand dollars and zero cents (\$900,000.00 USD). Turkish will have the right to oppose the amount of attorneys' fees, costs, and expenses sought by Class Counsel, but not Class Counsel's entitlement to fees under the Settlement Agreement.

B. Any attorneys' fees, costs, and expenses awarded shall be paid in addition to, and separate from, any awards paid to Settlement Class Members, and shall not derogate in any way from any relief due to the Settlement Class.

C. Class Counsel shall file, and the Settlement Claims Administrator shall post to the Settlement Website, its papers supporting the petition for attorneys' fees, expenses, and costs at least fourteen (14) days before the Opt-Out and Objection Date.

D. This agreement with respect to attorneys' fees and expenses was not negotiated until after the substantive terms of the Settlement, including the consideration to the Settlement Class, had been negotiated and agreed upon. The amount of the attorneys' fees, costs, and expenses to be sought by Class Counsel was mediated by Hon. Wayne R. Andersen (Ret.) of JAMS.

E. To the extent awarded by the Court, and subject to Class Counsel's undertaking to repay attorneys' fees, costs, and expenses in the event of an adverse ruling on appeal, Turkish will wire the attorneys' fees, costs, and expenses into an account specified by Class Counsel within thirty (30) business days of the Court's order granting Final Approval of the Settlement and awarding such fees, costs, and expenses, provided that Turkish has received the applicable completed W-9 form and any necessary wiring instructions.

F. In the event that an appellate court reverses Final Approval of the Settlement, or rejects or reduces the award of attorneys' fees, costs, or expenses, Class Counsel shall return the appropriate amount of fees and expenses to Turkish within ten (10) business days.

G. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, expenses, and costs in the amounts requested, the remaining provisions of this Settlement Agreement shall remain in full force and effect. The amounts awarded by the Court in attorneys' fees, expenses, and costs shall be the sole aggregate compensation paid by Turkish to Class Counsel in connection with this Litigation.

H. Class Counsel may make an application for service awards, in amounts not to exceed \$3,500.00 USD each, for the Class Representatives to compensate them for their efforts and commitment on behalf of the Settlement Class. Any such awards shall be paid in addition to,

and separate from, any awards paid to Settlement Class Members Claimants, and shall not derogate in any way from any relief due to the Settlement Class.

I. In the event the Court declines to approve, in whole or in part, the payment of service awards in the amounts requested, the remaining provisions of this Settlement Agreement shall remain in full force and effect.

J. Turkish shall pay any Class Representatives' service awards granted by the Court within thirty (30) calendar days after the Effective Date, provided that Turkish has received a completed W-9 form for each Class Representative.

**X. ENTRY OF FINAL ORDER AND JUDGMENT**

This Settlement is subject to and conditioned upon the issuance by the Court of a Final Order and Judgment that grants approval of this Settlement and orders the consideration specified herein, which consideration shall be subject to the terms and conditions of this Settlement Agreement and the Parties' performance of their continuing rights and obligations hereunder. Such Final Order and Judgment shall:

1. Grant final approval of this Settlement and direct its implementation pursuant to the terms and conditions of the Settlement Agreement;
2. Confirm that the Notice Plan complies in all respects with the requirements of due process and Rule 23 by providing due, adequate, and sufficient notice to the Settlement Class;
3. Determine that this Settlement is fair, reasonable, and adequate;
4. Effect the Release as provided in Section VII;
5. Permanently bar and enjoin all Settlement Class Members from initiating, maintaining, prosecuting or pursuing, either directly or indirectly, any claim or action asserting Released Claims;
6. Direct that this Litigation be dismissed with prejudice;

7. State pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and direct that the Final Order and Judgment is a final, appealable order; and
8. Retain the Court's continuing and exclusive jurisdiction over the Parties, including all Settlement Class Members, to construe and enforce this Settlement Agreement in accordance with its terms for the mutual benefit of the Parties.

## **XI. DISMISSAL**

Upon final approval of this Settlement by the Court, this Litigation will be dismissed with prejudice, including the Plaintiffs' individual claims, as provided for in the Final Order and Judgment.

## **XII. TERMINATION**

A. Turkish's willingness to settle this Litigation is dependent upon achieving finality in this Litigation and the desire to avoid the expense of this and other litigation, except to the extent certain individual lawsuits are preserved by those Settlement Class Members who opt out of the Settlement Agreement. The Parties have the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement, if any of the following conditions subsequent occurs:

1. The Parties fail to obtain and maintain preliminary approval of the proposed Settlement in part or in full;
2. Any court requires a notice plan materially different from the plan specifically set forth in Section VI and attached **Exhibit C** and **Exhibit D** or a material change to the submission process and administration specifically set forth in Section IV;
3. Any court requires material changes to the Settlement Consideration as specifically set forth in Section III and Section VII;
4. The Court fails to enter a Final Order and Judgment consistent with the provisions in Section X; or

5. This Settlement is not upheld on appeal, including review by the United States Supreme Court.

B. The decision of any court to not approve in full the request by Class Counsel for attorneys' fees, costs, expenses, and service awards shall not be grounds for Plaintiffs, Turkish, the Settlement Class, or Class Counsel to cancel or terminate this Settlement Agreement.

C. If this Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date, this Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if this Settlement Agreement had not been negotiated, made, or filed with the Court.

### **XIII. DENIAL OF WRONGDOING AND LIABILITY**

A. Turkish has denied and continues to deny that it has breached any contract with Settlement Class Members as alleged in this Litigation or failed to issue, or issue within a reasonable time, refunds. In addition, Turkish maintains that it has meritorious defenses to the claims alleged in this Litigation, believes that a litigation class cannot be certified here, and that it would have prevailed at trial.

B. Nonetheless, taking into account the uncertainty, risks and costs inherent in any litigation, Turkish has concluded that further conduct of this Litigation could be protracted, burdensome, expensive and distracting. Turkish has, therefore, determined that it is desirable and beneficial to the Company that this Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. As set forth in Section XIV(B) below, this Settlement shall in no event be construed as or deemed to be evidence of an admission or

concession by Turkish with respect to any claim or fault, liability, wrongdoing or damage whatsoever.

#### **XIV. ADDITIONAL PROVISIONS**

##### **A. Best Efforts to Obtain Court Approval**

The Parties and the Parties' counsel agree to use their best efforts to obtain Court approval of this Settlement, subject to the Parties' rights to terminate this Settlement Agreement as stated in Section XIII.

##### **B. No Admission**

This Settlement Agreement, whether or not it shall become final, and any and all negotiations, communications, and discussions associated with it, shall not be:

1. Offered or received by or against any Party as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by a Party, of the truth of any fact alleged by Plaintiffs or defense asserted by Turkish of the validity of any Claim that has been or could have been asserted in this Litigation, or the deficiency of any defense that has been or could have been asserted in this Litigation, or of any liability, negligence, fault, or wrongdoing on the part of Plaintiffs or Turkish;
2. Offered or received by or against Plaintiffs or Turkish as a presumption, concession, admission, or evidence of any violation of any state or federal statute, law, rule, or regulation or of any liability or wrongdoing by Turkish, or of the truth of any of the claims made in this Litigation, and evidence thereof shall not be directly or indirectly admissible in any way (whether in this Litigation or in any other action or proceeding), except for purposes of enforcing this Settlement Agreement and the Final Order and Judgment including, without limitation, asserting as a defense the Release and waivers provided herein;
3. Offered or received by or against Plaintiffs or Turkish as evidence of a presumption, concession, or admission with respect to a decision by any court regarding the certification of a class, or for purposes of proving any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against Turkish, in any other civil, criminal, or administrative action or proceeding,

other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement; provided, however, that if this Settlement Agreement is approved by the Court, the Plaintiffs or Turkish may refer to it to enforce their rights hereunder; or

4. Construed as an admission or concession by Plaintiffs, the Settlement Class, or Turkish that the consideration to be given hereunder represents the consideration that could or would have been obtained through trial in this Litigation.

These prohibitions on the use of this Settlement Agreement include, but are not limited to, any individual lawsuit preserved from release by an individual Settlement Class Member opting out of this Settlement.

C. Communications with Turkish's Customers and Other Members of the Public

1. Turkish reserves the right to communicate with its customers and members of the public in the ordinary course of business. Similarly, Turkish can answer any inquiries initiated by Settlement Class Members.

2. With the exception of Class Notice, no Party or counsel shall make any mass or generalized communications to the public, media or press regarding the Settlement. To avoid contradictory, incomplete, or confusing information about the Settlement, the Parties agree that if Class Counsel wants to make any written press releases, disclosures on their website, or statements to the media about the Settlement before the conclusion of the Claims Deadline, such releases or statements will have to be approved by Turkish in advance. Such approval shall not be unreasonably withheld. Except as noted herein and by mutual agreement of the Parties, the Class Notice shall constitute the only communication from either Turkish or Class Counsel to Settlement Class Members regarding the Settlement prior to the Final Approval Hearing.



3. The Parties and their counsel agree that no party or counsel shall make any disparaging public announcements about the other and any such breach of this provision will constitute a material breach of the Settlement Agreement.

D. Entire Agreement

This Settlement Agreement, including all Exhibits hereto, shall constitute the entire agreement among the Parties with regard to the Settlement and shall supersede any previous agreements, representations, communications and understandings among the Parties with respect to the subject matter of this Settlement Agreement. This Settlement Agreement may not be changed, modified, or amended except in a writing signed by all Parties and, if required, approved by the Court.

E. Governing Law

This Settlement Agreement shall be construed under and governed by the laws of the State of New York, applied without regard to laws applicable to choice of law.

F. Execution by Counterparts

This Settlement Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent by e-mail shall be treated as original signatures and shall be binding.

G. No Assignment

Plaintiffs and Class Counsel represent and warrant that none of Plaintiffs' Claims referred to in this Litigation or this Settlement Agreement have been assigned, encumbered, or in any manner transferred in whole or in part.

H. Binding Effect

This Settlement Agreement shall be binding upon, and inure to the benefit of, the heirs, successors, assigns, executors and legal representatives of the Parties and all Releasing Parties and Released Parties.

I. Severability

In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Settlement Agreement shall continue in full force and effect without said provision.

J. Reasonable Extensions

The Parties may agree to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement. Consent to a request for extension of time shall not be unreasonably withheld.

K. No Primary Drafter of Settlement Agreement

The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel.

None of the Parties shall be considered to be the primary drafter of this Settlement Agreement.

L. Effect of Waiver of Provisions

The waiver by any Party of any provision of this Settlement Agreement shall not constitute a waiver of any other provision of this Settlement Agreement.

M. Variance in Terms

In the event of any variance between the terms of this Settlement Agreement and any of the Exhibits hereto, the terms of this Settlement Agreement shall control and supersede the Exhibit(s).

N. Exhibits to Settlement Agreement

All Exhibits to this Settlement Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.

O. Authorization to Enter Settlement Agreement

The individuals signing this Settlement Agreement on behalf of Turkish represent that they are fully authorized by Turkish to enter into, and to execute, this Settlement Agreement on behalf of Turkish. Class Counsel represent that they are fully authorized to conduct settlement negotiations with Turkish's counsel on behalf of the Class Representatives, and to enter into, and to execute, this Settlement Agreement on behalf of the Settlement Class, subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e). The Class Representatives enter into and execute this Settlement Agreement on behalf of themselves, and as representatives of and on behalf of the Settlement Class, subject to Court approval pursuant to Federal Rule of Civil Procedure 23(e).

P. Tax Consequences

No opinion concerning the tax consequences of this Settlement Agreement to any Settlement Class Member is given or will be given by Turkish, Turkish's counsel, or Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. The Class Notice will direct Settlement Class Members to consult their own tax advisors regarding the tax

consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting the Settlement, if any.

Q. Notices

All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by mail and e-mail to the following addresses:

If to the Class Representatives or Class Counsel:

**BURSOR & FISHER, PA**  
Yeremey O. Krivoshey  
1990 North California Blvd., Suite 940  
Walnut Creek, CA 94596  
Tel: (925) 300-4455  
ykrivoshey@bursor.com

If to Turkish or Turkish's counsel:

**NORTON ROSE FULBRIGHT US LLP**  
Steven M. Dollar  
1301 Avenue of the Americas  
New York, New York 10019  
Tel: (212) 318-3326  
steve.dollar@nortonrosefulbright.com

Dated: 12/20/2022 /s/ Svetlana Sholopa  
Svetlana Sholopa

Dated: 12/20/2022 /s/ Nicholas Coulson  
Milica Milosevic

Dated: 12/20/2022 **TURK HAVA YOLLARI A.O.**

By: /s/ Muhammed Fatih Durmaz

Dated: 12/20/2022

**TURKISH AIRLINES, INC.**

By: /s/ Muhammed Fatih Durmaz

Dated: 12/20/2022

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

By: /s/ Yermey O. Krivoshey  
Yermey O. Krivoshey  
*Attorney for Plaintiffs and the Settlement Class*

Dated: 12/20/2022

**LIDDLE SHEETS COULSON P.C.**

By: /s/ Nicholas Coulson  
Nicholas Coulson  
*Attorney for Plaintiffs and the Settlement Class*

Dated: 12/20/2022

**NORTON ROSE FULBRIGHT US LLP**

By: /s/ Stephen M. Dollar  
Stephen M. Dollar  
*Attorney for Defendants*

**Table of Exhibits**

to the Class Action Settlement Agreement and Release

<b>Exhibit</b>	<b>Description</b>	<b>Pages</b>
A	CAFA Notice (without exhibits)	
B	Claim Form	
C	Long Form Notice	
D	Summary Notice	
E	Proposed Preliminary Approval Order	

**EXHIBIT A**



December 20, 2022

**Via UPS**

To: See Attached Distribution List  
(appropriate federal and state officials)

Re: ***Sholopa et al. v. Turk Hava Yollari A.O.***  
***(d/b/a Turkish Airlines) et al.***  
**Case No. 1:20-cv-03294-ALC (S.D.N.Y.)**  
**Notice of Class Action Settlement under**  
**28 U.S.C. § 1715**

Norton Rose Fulbright US LLP  
1301 Avenue of the Americas  
New York, New York 10019-6022  
United States

Direct line +1 212 318 3326  
sonia.lee@nortonrosefulbright.com

Tel +1 212 318 3000  
Fax +1 212 318 3400  
nortonrosefulbright.com

Dear Attorney General:

**Notice of Class Action Settlement**

We are writing to you on behalf of Turk Hava Yollari A.O. (d/b/a Turkish Airlines) and Turkish Airlines, Inc. (“Turkish Airlines”), the defendant in *Sholopa et al. v. Turk Hava Yollari A.O. (d/b/a Turkish Airlines) et al.*, Case No. 1:20-cv-03294-ALC (S.D.N.Y.) (the “Litigation”), to provide notice of a proposed class action settlement filed with the Court on December 2, 2022. This proposed settlement is subject to the Class Action Fairness Act of 2005, 28 U.S.C. § 1711 et seq. (“CAFA”), and this letter constitutes the notice that must be sent to the appropriate federal and state officials pursuant to Section 1715(b) of CAFA.

The proposed settlement resolves the Litigation, in which Ms. Svetlana Sholopa and Milica Milosevic brought on behalf of a putative class of purchasers of flights operated by Turkish Airlines.<sup>1</sup> They allege that Turkish Airlines breached its General Conditions of Carriage (“GCC”) by failing to refund customers at all or failing to refund them within a reasonable time for flights cancelled by Turkish Airlines due to COVID-19.

Turkish Airlines denies that it did anything wrong, denies each and every one of the plaintiffs’ allegations of wrongful conduct and damages, asserted numerous defenses, and disclaims any wrongdoing or liability whatsoever. Turkish Airlines maintains that it did not breach the GCC, and regardless, it issued refunds within a reasonable amount of time particularly in light of the COVID-19 pandemic. Nevertheless, Turkish Airlines has agreed to settle the Litigation solely to avoid the cost, delay, and uncertainty of further litigation.

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<sup>1</sup> The proposed Settlement Class is comprised of: all United States residents who purchased tickets for travel on a Turkish Airlines flight scheduled to operate to, from, or within the United States between March 1, 2020 and December 31, 2021 (the “Class Period”) (a) whose flights were cancelled by Turkish Airlines, (b) the customer did not cancel the flight or fail to show for the first leg of the flight prior to the cancellation of a later leg, (c) the customer did not request and receive a voucher or rebooking from Turkish Airlines, and (d) the customer did not request and receive a charge back from their credit card provider for the full amount of the flight cancelled by Turkish Airlines.

Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas.

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at [nortonrosefulbright.com](http://nortonrosefulbright.com).



November 28, 2022  
Page 2

### **Settlement Consideration**

The proposed settlement provides the Settlement Class with economic consideration.

Settlement Class Members<sup>2</sup> who have received a refund from Turkish Airlines shall have the option to submit a Claim Form electing either: (1) the Cash Option: \$10.00 USD per person; or (2) the Voucher Option: a voucher for future travel on Turkish Airlines in the amount of \$45.00 USD.

Settlement Class Members who have not received a refund, but are entitled to one, will be reminded through the Notice Plan that they are eligible to receive a refund and provided the option to request a refund, with one percent interest, on the Claim Form. Upon submission of a Valid Claim, Turkish Airlines will pay them: (1) the full amount of their refund, and (2) an additional Interest Payment of one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment. Settlement Class Members who have not received a refund from Turkish Airlines and do not fill out a Claim Form in a timely fashion, will not release their claims for a refund. Rather, they may still later request a refund from Turkish Airlines, but without interest; whether that refund will be paid will depend on the circumstances of the flight, its fare rules, and the time that has passed since the flight was cancelled.

Turkish Airlines has agreed to pay the value of all Valid Claims made for Cash Options and Voucher Options up to a maximum capped dollar amount of \$1,000,000.00 USD. If the claims submitted for the Cash Option and Voucher Option exceed the Settlement Cap, these payments will be reduced *pro rata*. The refunds and Interest Payments provided to those Settlement Class Members who request a refund and submit a Claim Form do not count against the maximum capped dollar amount and shall be paid separately by Turkish Airlines. Attorneys' fees and costs, notice and administration costs, and any incentive awards shall also be paid separately by Turkish Airlines and in addition to any relief to Settlement Class Members, and shall not derogate in any way from the relief due to Settlement Class Members.

### **Section 1715(b) Information**

Pursuant to Section 1715(b), Turkish Airlines provides the following information regarding the proposed settlement of this class action:

1. A copy of the original Complaint, filed on April 27, 2020 and attached hereto as Exhibit 1.
2. A copy of the First Amended Complaint, filed on June 11, 2020 and attached hereto as Exhibit 2.

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<sup>2</sup> Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Settlement Agreement.

November 28, 2022  
Page 3

3. A copy of the Consolidated Class Action Complaint, filed on October 23, 2020 and attached hereto as Exhibit 3.
4. Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Proposed Settlement, attaching a supporting memorandum with exhibits, including the Settlement Agreement and proposed plan of notification to the Settlement Class Members, attached hereto as Exhibit 5. The proposed plan of notification informs the Settlement Class Members of their right to request exclusion from the class action.
5. The Preliminary Approval hearing is set for \_\_\_\_\_, 2023.
6. The parties estimate that there are 340,000 Settlement Class Members in total. For some Settlement Class Members, Turkish Airlines possesses: (a) contact information only in the form of e-mail addresses, as opposed to physical addresses; or (b) multiple physical addresses that may have conflicting states of residence. As a result, it is not feasible to provide the names of all Settlement Class Members who reside in each state.

The Court's full docket and case information is publicly available on the PACER system at <https://pacer.gov>. The Settlement Claims Administrator will also maintain a settlement website [www.\\_\\_\\_\\_\\_.com](http://www._____.com), which will be operational shortly and will contain updated materials pertinent to the settlement and the Court approval process.

Very truly yours,

**NORTON ROSE FULBRIGHT US LLP**

/s/\_\_\_\_\_

Steve M. Dollar  
Sonia H. Lee  
Devlin Healey  
1301 Avenue of the Americas  
New York, New York 10019  
Tel.: (212) 318-3000  
Fax: (212) 318-3400  
E-Mail: [steve.dollar@nortonrosefulbright.com](mailto:steve.dollar@nortonrosefulbright.com)  
[sonia.lee@nortonrosefulbright.com](mailto:sonia.lee@nortonrosefulbright.com)  
[devlin.healey@nortonrosefulbright.com](mailto:devlin.healey@nortonrosefulbright.com)

*Attorneys for Defendants Türk Hava Yollari A.O.  
(d/b/a Turkish Airlines) and Turkish Airlines, Inc.*

**EXHIBIT B**

Your claim must  
be postmarked on or  
before \_\_\_\_\_, 2023

*Sholopa et al. v. Turk Hava Yollari A.O.,  
(d/b/a Turkish Airlines) et al.*  
Case No. 1:20-cv-03294-ALC, U.S.D.C., S.D.N.Y.

XXX

### SETTLEMENT CLAIM FORM

If you purchased one or more tickets for travel on Turkish Airlines flights scheduled to operate to or from the United States between March 1, 2020 and December 31, 2021 and any of your flights were cancelled by Turkish Airlines, you must complete this Claim Form to be eligible for compensation under the Settlement. Your Claim Form must be submitted (and if mailed, postmarked) on or before \_\_\_\_\_, 2023.

**By completing this Claim Form, you may be entitled to receive (1) a \$10.00 USD cash payment or \$45.00 USD voucher in the event that you have already received a refund for your flight(s) that were cancelled by Turkish Airlines within the Class Period and/or (2) a full refund of your ticket price plus 1 percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment (*i.e.*, a 101% refund) for all tickets for flights that were cancelled by Turkish Airlines within the Class Period for which you have not yet received a refund.**

#### YOUR INFORMATION

First Name	Last Name
Address 1	
Address 2	
City	State
	Zip Code
Contact Telephone Number	Email (enter your PayPal email if you select PayPal below)
Class Member Identifier (provided with the class notice)	

**(1) If you are a Settlement Class Member and have already received a refund from Turkish Airlines, please select whether you elect to receive the \$10.00 USD cash payment (the “Cash Option”) OR the \$45.00 USD Voucher (the “Voucher Option”) for use on future travel with Turkish Airlines. If you are a Settlement Class Member and have NOT, to date, requested or received a refund from Turkish Airlines, please skip this question and proceed to question 2 below.**

- Cash Option: ☐
- Voucher Option: ☐

**(2) If you are a Settlement Class Member and have NOT requested or received a refund from Turkish Airlines to date, please complete the following information to receive a full refund of your ticket(s) AND an additional payment of (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment (*i.e.*, a 101% refund):**

\*If you have multiple Ticket Reservation Numbers, please list each Ticket Reservation Number separated by a comma.

- Ticket Reservation Number: 


**(3) Please select the manner in which payment will be issued for your Valid Claim. Vouchers will be sent via e-mail.**

- PayPal: ☐
- Paper Check via Mail: ☐

\*If you select payment via PayPal, the email address entered at the top of this form will be used to process the payment to your PayPal account linked to that email address. If you do not have a PayPal account, you will be prompted to open an account using the email address entered at the top of this form.

**Declaration (must be completed)**

**Sign and Date the Affirmation below:**

I hereby affirm, under penalty of perjury under the laws of the United States, each of the following:

- I personally purchased tickets for travel on a Turkish Airlines flight scheduled to operate to or from the United States between March 1, 2020 and December 31, 2021 and my flight was cancelled by Turkish Airlines.
- I did not cancel the flight or fail to show for the first leg of the flight prior to the cancellation of a later leg.
- I did not request or receive a voucher or rebooking from Turkish Airlines.
- I did not request and receive a charge back from my credit card provider for the full amount of the flight cancelled by Turkish Airlines.
- The information provided in this Claim Form is true and correct to the best of my knowledge.

Signature: \_\_\_\_\_

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

**EXHIBIT C**

CLASS MEMBER IDENTIFIER: XXXXXXXXXX

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

*Sholopa et al. v. Turk Hava Yollari A.O. (d/b/a Turkish Airlines) et al.,*  
Case No. 1:20-cv-03294-ALC (S.D.N.Y.)

**If you purchased tickets for travel on a Turkish Airlines flight scheduled to fly to or from the United States between March 1, 2020 and December 31, 2021 and your flight was cancelled by Turkish Airlines, you may be entitled for benefits from a class action settlement.**

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

- A Settlement has been reached in a class action lawsuit. In the lawsuit, Plaintiffs Svetlana Sholopa and Milica Milosevic (“Plaintiffs”) allege that Turk Hava Yollari A.O. (d/b/a Turkish Airlines) and Turkish Airlines, Inc. (“Turkish Airlines”) breached its General Conditions of Carriage (“GCC”) by failing to refund them for flights cancelled due to COVID-19 at all or within a reasonable amount of time. By entering the Settlement, Turkish Airlines does not concede the truth of any of the claims against it; Turkish Airlines maintains that it did not breach the GCC, that it did provide refunds within a reasonable amount of time particularly given COVID-19’s impact on Turkish Airlines’ operations and the airline industry generally, and it denies that it did anything wrong. The Court has not decided who is right. Instead, the parties agreed to a compromise.
- The Settlement only impacts you if you are a Settlement Class Member. A Settlement Class Member is any United States resident who purchased tickets for travel on a Turkish Airlines flight scheduled to operate to, from, or within the United States between March 1, 2020 and December 31, 2021 (a) whose flights were cancelled by Turkish Airlines, (b) the customer did not cancel the flight or fail to show for the first leg of the flight prior to the cancellation of a later leg, (c) the customer did not request and receive a voucher or rebooking from Turkish Airlines, and (d) the customer did not request and receive a charge back from their credit card provider for the full amount of the flight cancelled by Turkish Airlines (the “Settlement Class”). Settlement Class Members consist of two categories of individuals: (1) Settlement Class Members who have received refunds from Turkish Airlines for Qualifying Flights; and (2) Settlement Class Members who have not, to date, received a refund for Qualifying Flights.
- Under the Settlement, Settlement Class Members who have already received a refund from Turkish Airlines and who submit a Claim Form will have the option to elect either (1) the Cash Option: \$10.00 USD per person, or (2) the Voucher Option: a Voucher for future travel on Turkish Airlines in the amount of \$45.00 USD. The Cash and Voucher Options are subject to a cap of \$1,000,000.00 USD. Receipt of total valid claims made by Refunded Claimants greater than \$1,000,000.00 USD will reduce the cash and voucher payout for each eligible Refunded Claimant that submitted a valid claim on a *pro rata* basis until the full \$1,000,000.00 USD has been paid.
- Settlement Class Members who have not, to date, received a refund can request a refund on the Claim Form and, upon submission of a valid Claim Form, Turkish Airlines will (i) provide them with a full refund, and (ii) provide an additional Interest Payment of one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.\_\_\_\_.COM

segment (*i.e.*, a 101% refund). Refunds and Interest Payments available for Class Members that have not yet received a refund are not capped in any manner.

- To obtain any Settlement Consideration, you must submit a valid Claim Form **within sixty (60)** days of the Date of Notice.
- Whether you act or not, your legal rights as a Settlement Class Member are affected by the Settlement. Your rights and options—and the deadlines to exercise them—are explained in this Class Notice. Please read this Class Notice carefully in its entirety. Defined terms have the meanings in the Settlement Agreement.

SETTLEMENT CLASS MEMBERS' LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT		
YOUR RIGHTS AND OPTIONS	WHAT THEY MEAN	DEADLINES
<b>DO NOTHING</b>	If you are a Settlement Class Member and do not take any action, you will not receive anything under the Settlement. However, if the Settlement is finally approved, you will be bound by the Court's Final Judgment and the release of claims explained in the Settlement Agreement.	None
<b>SUBMIT A CLAIM FORM</b>	You must submit a Valid Claim to select either the \$10.00 USD cash payment or \$45.00 USD voucher if you have already received a refund for your cancelled flight from Turkish Airlines, or to receive your refund plus one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment ( <i>i.e.</i> , a 101% refund) if you have not received a refund from Turkish Airlines to date. To find out how to submit a Claim Form, please read Question ____.	Received on or before ____, 2023 [60 days after Class Notice Date]
<b>EXCLUDE YOURSELF (OPT OUT)</b>	Get no benefits from the Settlement. Requesting exclusion from the Settlement (also called "opting out") would allow you to file or continue your own lawsuit against Turkish Airlines about the legal claims involved in the Settlement, individually. To find out how to opt out, please read Question ____.	Received on or before ____, 2023 [21 days before Final Approval Hearing]
<b>OBJECT OR COMMENT</b>	Write to the Court about why you do or do not like the Settlement. To find out how to object or comment, please read Question ____.	Filed and served on or before ____, 2023 [21 days before Final Approval Hearing]

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.\_\_\_\_.COM



<b>GO TO FINAL APPROVAL HEARING</b>	Whichever of the above options you choose, you may also ask to speak in Court about the Settlement. To find out how to do so, please read Question __.	Served on or before ____, 2023 [21 days before Final Approval Hearing]
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QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.\_\_\_\_.COM

[INSERT TABLE OF CONTENTS]

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT [WWW.\\_\\_\\_\\_.COM](http://WWW.____.COM)

## BASIC INFORMATION

### 1. Why did you receive this notice?

This notice (“Class Notice”) has been sent because the Court has given its preliminary approval to the Settlement of the Litigation.

If you received an e-mail or a postcard concerning the Settlement, that means that Turkish Airlines’ records indicate you may be a Settlement Class Member who is affected by the Settlement.

### 2. What is this case about?

Plaintiffs filed a lawsuit in which they allege that Turkish Airlines breached its General Conditions of Carriage (“GCC”) by failing to refund class members for flights cancelled due to COVID-19 at all or within a reasonable amount of time. Turkish Airlines denies that it did anything wrong or breached the GCC, and maintains that it did provide refunds within a reasonable amount of time particularly given COVID-19’s impact on Turkish Airlines’ operations and the airline industry generally. Accordingly, Turkish Airlines has vigorously defended Plaintiffs’ allegations. The Parties, however, have agreed to settle the Litigation to avoid the cost, delay, and uncertainty of continuing the Litigation.

### 3. Why is this a class action?

In a class action, one or more “Class Representatives” or “Named Plaintiffs” sue on behalf of all those with the same types of claims arising from the same events. Here, the Class Representatives filed the Litigation as a proposed class action and asked to represent a class of residents of the United States whose flights were cancelled by Turkish Airlines between March 1, 2020 and December 31, 2021. They sue on behalf of people who have similar claims—called the “Settlement Class” or “Settlement Class Members”—which in this case may include you.

When this case settled, the Court had not yet decided whether the case could be a class action. Turkish Airlines disputes that a class is appropriate for trial purposes, but the Parties have agreed to the certification of the Settlement Class, as defined below, for purposes of the Settlement, and the Court has certified a class action for settlement purposes only. More information about why this is a class action can be found in the Court’s Class Certification Order, which is available at [www.\[INSERT URL\].com](http://www.[INSERT URL].com).

### 4. Why is there a settlement?

The Court has not decided which side is right or wrong in the Litigation. Instead, both sides agreed to a settlement to avoid the costs and risks of a lengthy trial and appeals process.

After extensive, arm’s-length negotiations overseen by a JAMS mediator, a former federal judge, the lawyers representing the Parties agreed to settle the Litigation to avoid the cost, delay, and risk of continuing

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT [WWW.\\_\\_\\_\\_.COM](http://WWW.____.COM)

the Litigation. The Class Representatives and their lawyers think the Settlement is fair, reasonable, adequate, and in the best interests of all Settlement Class Members.

## **WHO DOES THE SETTLEMENT APPLY TO?**

### **5. Who is in the Settlement Class?**

The Settlement Class under the Settlement includes: all United States residents who purchased tickets for travel on a Turkish Airlines flight scheduled to operate to, from, or within the United States between March 1, 2020 and December 31, 2021 (a) whose flights were cancelled by Turkish Airlines, (b) the customer did not cancel the flight or fail to show for the first leg of the flight prior to the cancellation of a later leg, (c) the customer did not request and receive a voucher or rebooking from Turkish Airlines, and (d) the customer did not request and receive a charge back from their credit card provider for the full amount of the flight cancelled by Turkish Airlines.

### **6. Are there exceptions to being included in the Settlement Class?**

The Settlement Class under the Settlement excludes: (1) all persons who validly opt out of the Settlement in a timely manner; (2) governmental entities; (3) counsel of record (and their respective law firms) for the Parties; (4) Turkish Airlines and any of its affiliates, subsidiaries, and all of its respective employees, officers, and directors; (5) the presiding judge in the Litigation or judicial officer presiding over the matter, and all of their immediate families and judicial staff; (6) and any natural person or entity that entered into a release with Turkish Airlines prior to the Effective Date concerning the Released Claims in the Litigation.

### **7. I'm still not sure if I am included.**

If you are still not sure whether you are included in the Settlement Class, you can call toll-free [INSERT PHONE NUMBER] or visit [INSERT SETTLEMENT WEBSITE] for more information.

## **THE SETTLEMENT BENEFITS AND OPTIONS**

If the Settlement is approved and becomes final, it will provide the benefits described below to Settlement Class Members. The benefit you may receive from the Settlement depends upon whether you (1) have already received a refund from Turkish Airlines or (2) have not already received a refund from Turkish Airlines.

### **8. What are the benefits of the Settlement for Settlement Class Members who have already received a refund from Turkish Airlines?**

Each Settlement Class Member who has already received a refund from Turkish Airlines for a Qualifying Flight may elect to receive either:

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.\_\_\_\_.COM

- (1) \$10.00 USD cash (the “Cash Option”) or
- (2) a \$45.00 USD Voucher to use on future travel with Turkish Airlines (the “Voucher Option”).

The Cash Option and the Voucher Option are subject to a cap of \$1,000,000.00 USD. The amount paid to each Settlement Class Member will be reduced *pro rata* if Valid Claims for Cash and Voucher Options exceed \$1,000,000.00 USD.

To receive either the Cash Option, or the Voucher Option, you submit a Claim Form by following the directions set forth at [INSERT WEBSITE URL], as set forth in the next section of this Class Notice.

**To receive the Cash Option or Voucher Option, you must submit your Claim Form by the Claims Deadline – no later than \_\_\_\_\_, 2023 [60 days after the Class Notice Date].**

Settlement Consideration for all Valid Claims will be paid within forty-five (45) days of the Effective Date, as set forth below.

**9. What are the benefits of the Settlement for Settlement Class Members who have not, to date, received a refund from Turkish Airlines?**

Each Settlement Class Member who has not already received a refund from Turkish Airlines for a Qualifying Flight, upon submission of a Valid Claim, will receive:

- (1) the full amount of the refund due; plus
- (2) an additional Interest Payment of one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment (*i.e.*, a 101% refund).

The full refund amount and Interest Payments under this option are **not** subjected to the \$1,000,000.00 USD cap.

To receive your refund and the additional one percent Interest Payment, you must submit a Claim Form by following the directions set forth at [INSERT WEBSITE URL], as set forth in the next section of this Class Notice.

**To receive your refund plus one percent of the refund value, you must submit your Claim Form by the Claims Deadline – no later than \_\_\_\_\_, 2023 [60 days after the Class Notice Date].**

Settlement Consideration for all Valid Claims will be paid within forty-five (45) days of the Effective Date, as set forth below.

**10. What do I need to do to participate in the Settlement?**

If you are a Settlement Class Member who has already received a refund from Turkish Airlines and would like to receive the \$10.00 USD Cash Option or \$45.00 USD Voucher Option, you must submit a Claim Form by following the directions set forth at [INSERT WEBSITE URL].

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.\_\_\_\_.COM

If you are a Settlement Class Member who has not, to date, received a refund from Turkish Airlines and would like to receive your refund plus an additional one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment (*i.e.*, a 101% refund), you must submit a Claim Form by following the directions set forth at [INSERT WEBSITE URL].

Settlement Class Members who fail to submit a Valid Claim will not receive any compensation from the Settlement. However, if you are a Settlement Class Member who has not received a refund from Turkish Airlines, even if you do not fill out a Claim Form in a timely fashion, you may still later request a refund from Turkish Airlines **without** the Interest Payment. Whether that refund will be paid will depend on the circumstances of your flight, its fare rules, and the time that has passed since the flight was cancelled; no interest will be paid on refunds requested outside the Claim Form process.

**To receive the \$10.00 USD Cash Payment or \$45.00 USD Voucher, or to receive the full value of your ticket in addition to the Interest Payment, you must submit your Claim Form by the Claims Deadline – no later than \_\_\_\_\_, 2023 [60 days after the Class Notice Date].**

#### **11. When will the Settlement go into effect?**

The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2023 to decide whether to approve the Settlement. Even if the Court approves the Settlement, there could be appeals. The time for an appeal varies and could take more than a year.

The Effective Date is the date when all appeals are completed, and the Settlement becomes final. You can visit the Settlement Website at [INSERT WEBSITE URL] to check the progress of the Court-approval process and the Effective Date. Please be patient.

Settlement Consideration for all Valid Claims will be paid within forty-five (45) days of the Effective Date. The Court will have the power to enforce the terms of the Settlement Agreement.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS**

If you do not want to participate in the Settlement and instead you want to keep all of your rights to sue Turkish Airlines individually about the Claims being resolved in the Settlement, then you must take steps to get out of the Settlement Class. This is called asking to be excluded from, or “opting out” of, the Settlement Class.

#### **12. If I do not want to participate in the Settlement, what must I do?**

To exclude yourself from the Settlement, you must send a signed statement to JND Legal Administration that includes your name, address, and telephone number stating that you wish to exclude yourself from the case and including your handwritten signature. Your written request should be mailed to:

[INSERT ADDRESS]

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.\_\_\_\_.COM

Your written request must be **received** by \_\_\_\_\_, 2023. If your request is not received by that date, your right to opt out will be waived and you will be bound by all orders and judgments entered in connection with the Settlement.

**13. If I exclude myself, can I get anything from the Settlement?**

If you choose to exclude yourself from the Settlement Class: (1) you will not be entitled to receive the benefits of the Settlement; (2) you will not be legally bound by the Settlement Agreement; and (3) you will keep any rights you may have to sue Turkish Airlines individually for the Claims included in the Settlement Agreement, as long as suit is filed before the relevant statute of limitations expires.

**14. How do I tell the Court if I do not like the Settlement or the attorneys' fees request?**

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can also object to Class Counsel's request for attorneys' fees, expenses, and costs, and the service awards for the Class Representatives. You can give reasons why you think the Court should not approve the Settlement or award the requested fees, costs, or expenses. The Court will consider your views.

Anyone who objects to the Settlement, the Settlement Agreement, the application for attorneys' fees, costs, or expenses, or service awards for the Class Representatives, or the other matters to be considered at the Final Approval Hearing may appear and present such objections. To be permitted to do so, however, you must, on or before \_\_\_\_\_, 2023, serve on JND Legal Administration your written objection and must include the following information:

- Your name, address, telephone number and, if represented by counsel, the name, address, and telephone number of your counsel;
- Your flight numbers for all flights at issue in this Settlement, the flight dates, and the flight route (destination and origin airports);
- A statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel;
- All grounds for your objection, accompanied by any legal support for the objection known by you or your counsel;
- Copies of any papers, briefs, or other documents upon which the objection is based or upon which you or your counsel intend to rely; and
- Your handwritten signature.

You must sign your own objection. Attorneys' signatures on objections will not be accepted.

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.\_\_\_\_.COM

**If you do not comply with the foregoing procedures and deadlines for submitting written objections, you may lose substantial legal rights to contest the orders or judgments of the Court entered in connection with the Settlement.**

## **THE LAWYERS REPRESENTING YOU**

### **15. Do I have a lawyer in this case?**

The Court has appointed the law firms of Bursor & Fisher, P.A. and Liddle Sheets Coulson P.C. as Class Counsel to represent the Settlement Class Members. The only fees, costs, and expenses these lawyers will seek are those described in Question 16 below. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

### **16. How will the lawyers be paid?**

For more than a year, Class Counsel have worked without compensation on this case. In connection with the Final Approval Hearing on the Settlement, Class Counsel will apply to the Court for an award of expenses, costs, and attorneys' fees, with the total amount not to exceed \$900,000. This amount is being paid separately from, and in addition to, any relief paid to Class Members, and will not derogate in any way to the relief provided for.

In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, costs, and expenses in the amount requested by Class Counsel, the amount not awarded will be available to be claimed by Settlement Class Members.

Class Counsel will also apply to the Court for a service award for the Class Representatives in an amount not to exceed \$3,500 each. The service award compensates the Class Representatives for their efforts and commitment on behalf of the Settlement Class during the Litigation, including responding to discovery, and communicating with Class Counsel on behalf of Class Members. This amount is being paid separately from, and in addition to, any relief paid to Class Members, and will not derogate in any way to the relief provided for.

## **THE COURT'S FINAL APPROVAL HEARING**

### **17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement and whether to grant Class Counsel's motion for attorneys' fees, costs, and expenses. You may attend and you may ask to speak, but you do not have to do either one.

The Final Approval Hearing will be held before the Honorable Andrew L. Carter on \_\_\_\_\_, 2023 at \_\_\_\_\_ **Eastern Time**, at \_\_\_\_\_.

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.\_\_\_\_.COM



**Do not write or call the judge or the clerk concerning this Class Notice or the Litigation.**

The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be finally approved as fair, reasonable, and adequate, and in the best interests of the Settlement Class, and to consider awarding attorneys' fees, costs, and expenses to Class Counsel, as well as service awards to the Class Representative(s). At the hearing, the Court will hear any objections and arguments concerning the fairness of the Settlement or the fees that have properly been submitted, as set forth above.

The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should be advised to check the Settlement Website at [INSERT WEBSITE URL] to check on the date of the Final Approval Hearing, the Court-approval process, and the Effective Date.

**18. Do I have to come to the Final Approval Hearing?**

No, you are not required to come to the Final Approval Hearing. Class Counsel will answer any questions the Court may have.

If you send an objection, you do not have to come to the Court to talk about it. As long as you served your written objection on time and complied with the other requirements for a proper objection, the Court will consider it.

**19. May I speak at the Final Approval Hearing?**

You or your lawyer may ask the Court for permission to speak at the Final Approval Hearing.

**You may not be able to speak at the hearing if you do not comply with the procedures set out in this notice.**

**IF YOU DO NOTHING**

**20. What happens if I do nothing?**

If you are a Settlement Class Member, you must file a Claim Form by the Claims Deadline, [INSERT DATE], as described in response to Question 10, to receive any Settlement benefits.

**IF YOU DO NOTHING AND THE SETTLEMENT IS FINALLY APPROVED, YOU WILL BE BOUND BY THE COURT'S FINAL JUDGMENT AND RELEASE OF CLAIMS EXPLAINED IN THE SETTLEMENT AGREEMENT.**

If, however, you are a Settlement Class Member who has not received a refund from Turkish Airlines, even if you do not fill out a Claim Form in a timely fashion, you may still later request a refund from Turkish Airlines – without interest. Whether that refund will be paid will depend on the circumstances of your flight, its fare rules, and the time that has passed since the flight was cancelled; no interest will be paid on refunds requested outside the Claim Form process.

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.\_\_\_\_.COM

## GETTING MORE INFORMATION

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

This Class Notice is only a summary of the terms of the Settlement. More details about the Settlement, the Effective Date, the deadlines, and your options are available in a longer document called the Settlement Agreement. This Settlement Agreement can be reviewed by clicking here: [INSERT WEBSITE URL].

The Settlement Website also contains answers to common questions about the Settlement, plus other information to help you determine whether you are a Settlement Class Member. In addition, some of the key documents in the case will be posted on the Settlement Website. If you would like this Class Notice, the Claim Form, or the Settlement Agreement mailed to you, please call [PHONE NUMBER] or write to JND Legal Administration at:

[INSERT ADDRESS]

Alternatively, all of the court documents in this case are on file and available for review during regular office hours at the Clerk of the Court, United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York 10007.

**Please do not call the Court or the Court Clerk's Office to inquire about this Settlement or the Claims Process.**

QUESTIONS? CALL 1-800-xxx-xxx TOLL-FREE OR VISIT WWW.\_\_\_\_.COM

**EXHIBIT D**

Class Member Identifier: XXXXXXXXXXXX

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

***Sholopa et al. v. Turk Hava Yollari A.O. (d/b/a Turkish Airlines) et al.*** Case No. 1:20-cv-03294-ALC

**If you purchased a flight on Turkish Airlines scheduled to fly to or from the United States between March 1, 2020 and December 31, 2021 and your flight was cancelled by Turkish Airlines, you may be eligible for benefits from a class action settlement.**

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

A Settlement has been reached in a class action lawsuit. In the lawsuit, Plaintiffs allege Turk Hava Yollari A.O. (d/b/a Turkish Airlines) ("Turkish Airlines") breached its General Conditions of Carriage ("GCC") by failing to refund them for cancelled flights at all or within a reasonable amount of time. Turkish Airlines maintains that it did not breach the GCC, that it did provide refunds within a reasonable amount of time particularly given Covid-19's impact on Turkish Airlines' operations and the airline industry generally, and it denies that it did anything wrong. The Court has not decided who is right. Instead, the Parties agreed to a Settlement. Defined terms (with initial capitals) used herein and not otherwise defined have the same meaning as set forth in the Settlement Agreement.

**Who is included?** You received this Summary Notice because Turkish Airlines' records indicate that you may be a Settlement Class Member. The Settlement Class includes all persons who purchased tickets for travel on a Turkish Airlines flight scheduled to operate to or from the United States between March 1, 2020 and December 31, 2021 whose flights were cancelled by Turkish Airlines.

**What are the Settlement Terms?** Under the Settlement, Settlement Class Members who have already received a refund from Turkish Airlines and who submit a Claim Form will have the option to elect either (1) the Cash Option: \$10.00 USD per person, or (2) the Voucher Option: a Voucher for future travel on Turkish Airlines in the amount of \$45.00 USD. Settlement Class Members who have not, to date, received a refund (but are entitled to one) can request a refund on the Claim Form and, upon submission of a Valid Claim, Turkish Airlines will pay (i) the full amount of the refund, and (ii) an additional Interest Payment of one percent (1%) of the unused ticket price, or in the case of partially used tickets, one percent (1%) of the price of the unused flight segment (*i.e.*, a 101% refund). Settlement Class Members may submit a Claim Form through the mail or at [INSERT WEBSITE URL].

**Your Other Options.** If you do not want to be legally bound by the Settlement, you must exclude yourself or "opt out" by \_\_\_\_\_, 2023. If you do not opt out, you will release Claims that were or could have been made against Turkish Airlines related to this case. If you stay in the Settlement, you may object to it by \_\_\_\_\_, 2023. The Long Form Notice on the website explains how to opt out or object. The Court has scheduled a hearing on \_\_\_\_\_, 2023 to consider whether to approve the Settlement. You can appear at the hearing, but you do not have to do so. More information, including the Long Form Notice and information about attorneys' fees being sought, is available at the website and the toll-free number below.

[SETTLEMENT WEBSITE ADDRESS](#)

PHONE NUMBER

CLAIM ADMINISTRATOR ADDRESS

<<Claimant Name>>  
<<Addr1>>  
<<Addr2>>  
<<City>> <<State>> <<ZIP>>

**EXHIBIT E**

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

SVETLANA SHOLOPA and MILICA  
MILOSEVIC, on behalf of themselves and all  
others similarly situated,

Plaintiffs,

v.

TURK HAVA YOLLARI A.O. (d/b/a Turkish  
Airlines, a foreign corporation), and TURKISH  
AIRLINES, INC., a New York Corporation

Defendants.

Case No. 1:20-cv-03294-ALC

Hon. Andrew L. Carter

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

**WHEREAS**, Plaintiffs Svetlana Sholopa and Milica Milosevic (“Plaintiffs”) filed a putative class action against Defendants Turk Hava Yollari A.O. (d/b/a Turkish Airlines) and Turkish Airlines, Inc. (“Turkish Airlines”) on behalf of themselves and all others similarly situated, alleging that Turkish Airlines did not issue or timely issue refunds for its customers’ flights that were cancelled due to COVID-19 and Turkish Airlines denied such allegations;

**WHEREAS**, Plaintiffs and Turkish Airlines entered into a Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) on December 20, 2022, which is attached as Exhibit 1 to the Declaration of Yeremey O. Krivoshey in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement filed on December 20, 2022, and sets forth the terms and conditions of the proposed Settlement and the dismissal of the Litigation<sup>1</sup> against Turkish Airlines with prejudice;

**WHEREAS**, Plaintiffs have moved the Court for an Order preliminarily approving the proposed Settlement pursuant to Federal Rule of Civil Procedure 23, certifying a Settlement Class for purposes of settlement, and approving notice to the Settlement Class as more fully described herein;

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<sup>1</sup> Capitalized terms used herein shall have the meaning ascribed to them in the Settlement Agreement, unless otherwise defined.

**WHEREAS**, Turkish Airlines does not contest certification of the Settlement Class solely for purposes of settlement;

**WHEREAS**, the Court is familiar with and has reviewed the record and has reviewed the Settlement Agreement and its exhibits, Plaintiffs' Memorandum of Law in Support of Motion for Preliminary Approval of Class Settlement, and the supporting Declaration of Yeremey O. Krivoshey, and found good cause for entering the following Order.

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

1. For purposes of this Order, the Court adopts all defined terms as set forth in the Settlement Agreement.

**Settlement Class Certification**

2. The Court finds, upon preliminary evaluation and for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a) and (b)(3) have been met. The Court preliminarily certifies the following class for purposes of the Settlement only: all United States residents who purchased tickets for travel on a Turkish Airlines flight scheduled to operate to, from, or within the United States between March 1, 2020 and December 31, 2021 (the "Class Period") (a) whose flights were cancelled by Turkish Airlines, (b) the customer did not cancel the flight or fail to show for the first leg of the flight prior to the cancellation of a later leg, (c) the customer did not request and receive a voucher or rebooking from Turkish Airlines, and (d) the customer did not request and receive a charge back from their credit card provider for the full amount of the flight cancelled by Turkish Airlines (the "Settlement Class").

3. The Court preliminarily finds, for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a) and (b)(3) have been satisfied for the Settlement Class in that: (a) the number of Settlement Class Members is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) Plaintiffs' claims are typical of the claims of the Settlement Class; (d) Plaintiffs and Class Counsel will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the Settlement Class predominate over any questions

affecting only individual members of the Settlement Class; and (f) a class settlement is superior to other available methods for the fair and efficient adjudication of the controversy.

4. The Court finds that pursuant to Federal Rule of Civil Procedure 23, and for purposes of the Settlement only, that Plaintiffs Svetlana Sholopa and Milica Milosevic are adequate class representatives and appoints them to serve as representatives for the Settlement Class.

5. The Court also finds that the law firms of Bursor & Fisher, P.A. and Liddle Sheets Coulson P.C. have significant expertise and knowledge in prosecuting class actions involving consumer claims, and has committed the necessary resources to represent the Settlement Class. The Court, for purposes of settlement, appoints Bursor & Fisher, P.A. and Liddle Sheets Coulson P.C. as Class Counsel for the Settlement Class pursuant to Federal Rule of Civil Procedure 23(g).

#### **Preliminary Approval of the Settlement**

6. The Court finds that the Settlement is the product of non-collusive, arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case through discovery and motion practice, and whose negotiations were supervised by an experienced mediator. The Court also finds that the Settlement is within the range of possible approval because it compares favorably with the expected recovery balanced against the risks of continued litigation and does not grant preferential treatment to the Plaintiffs and their counsel, and has no obvious deficiencies.

7. The Court hereby preliminarily approves the Settlement, as memorialized in the Settlement Agreement, as fair, reasonable, and adequate, and in the best interest of the Plaintiffs and the other Settlement Class Members, subject to further consideration at the Final Approval Hearing to be conducted as described below.

#### **Manner and Form of Notice**

8. The Court approves the Class Notice substantially in the form attached as Exhibit C and Exhibit D to the Settlement Agreement. The Court also finds that the proposed notice plan, which includes e-mail dissemination of notice to the Settlement Class, first-class mail service of



postcard Summary Notice to those Settlement Class Members for whom e-mail notice is unavailable or where the e-mail notice has been undeliverable, and the posting of the notice on the Settlement Website, will provide the best notice practicable under the circumstances. The Class Notice is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the effect of the proposed Settlement (including the Released Claims contained therein), and any motion for attorneys' fees, costs, and expenses, and service awards, and of their right to submit a Claim Form and object to any aspect of the proposed Settlement. The notice plan constitutes due, adequate, and sufficient notice to Settlement Class Members; and satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable law and rules. The date and time of the Final Approval Hearing shall be included in the Class Notice before it is mailed or posted.

9. The Court hereby appoints JND Legal Administration to serve as the Settlement Claims Administrator to supervise and administer the notice procedures, establish and operate a Settlement Website and a toll-free number, administer the Claims processes, distribute cash payments, Vouchers, and Interest Payments according to the processes and criteria set forth in the Settlement Agreement, and perform any other duties provided for in the Settlement Agreement.

10. Turkish Airlines shall provide the Settlement Claims Administrator with the e-mail and mail addresses of the Settlement Class Members (the "Class List"), for the purpose of disseminating e-mail and postcard notice as detailed in the Settlement Agreement. Turkish Airlines shall take appropriate measures to ensure that the Class List is transferred to the Settlement Claims Administrator in a secure manner, and the Settlement Claims Administrator shall maintain the Class List in a secure manner.

11. The Settlement Claims Administrator shall provide notice of the Settlement and the Final Approval Hearing to Settlement Class Members as follows:

(a) The Settlement Claims Administrator will disseminate Class Notice to Settlement Class Members via e-mail.

(b) The Settlement Claims Administrator will send first-class mail service of postcard

Summary Notice to the last known address for those Settlement Class Members associated with an unknown or undeliverable e-mail address; and

(c) As soon as practicable following the entry of this Order, and no later than the commencement of the Class Notice Date, the Settlement Claims Administrator shall establish the Settlement Website pursuant to the terms of the Settlement Agreement. The Class Notice shall be posted on the Settlement Website on or before the Class Notice Date.

### **The Final Approval Hearing**

12. The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2022, at \_\_\_\_\_, in the United States District Court for the Southern District of New York, Thurgood Marshall Courthouse, 40 Foley Square, New York, NY 10007, Courtroom 1306, for the following purpose: (i) to finally determine whether the Settlement Class satisfies the applicable requirements for class action treatment under Rules 23(a) and 23(b)(3); (ii) to determine whether the Settlement should be approved as fair, reasonable, and adequate and in the best interests of the Settlement Class; (iii) to rule upon Class Counsel's application for an award of attorneys' fees, costs, and expenses; (iv) to rule upon Class Counsel's application for service awards to Plaintiffs; and (v) to consider any other matters that may properly be brought before the Court in connection with the Settlement.

13. The Court reserves the right to (a) adjourn or continue the Final Approval Hearing without further notice to Settlement Class Members and (b) approve the Settlement Agreement with modification and without further notice to Settlement Class Members. The parties retain their rights under the Settlement Agreement to terminate the Settlement if the Court rejects, materially modifies, materially amends or changes, or declines to finally approve the Settlement.

14. If the Settlement is approved, all Settlement Class Members who do not exclude themselves will be bound by the proposed Settlement provided for in the Settlement Agreement, and by any judgment or determination of the Court affecting Settlement Class Members. All Settlement Class Members who do not exclude themselves shall be bound by all determinations

and judgments in the Litigation concerning the Settlement, whether favorable or unfavorable to the Settlement Class.

15. Papers in support of final approval of the Settlement and Class Counsel's application for attorneys' fees, expenses and costs and service awards shall be filed no later than **fourteen (14) calendar days** prior to the Opt-Out and Objection Date. Papers in opposition shall be filed on or by the objection deadline, as set forth below. Reply papers shall be filed no later than **seven (7) calendar days** prior to the Final Approval Hearing.

**Objections and Appearance at the Final Approval Hearing**

16. Any Settlement Class Member may appear at the Final Approval Hearing and show cause why the proposed Settlement should or should not be approved as fair, reasonable, and adequate and in the best interests of the Settlement Class, or why judgment should or should not be entered, or to present opposition to Class Counsel's application for attorneys' fees, costs, and expenses or to Class Counsel's application for service awards. No Settlement Class Member or any other person shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, or if approved, the judgment to be entered approving the Settlement, or Class Counsel's application for an award of attorneys' fees, costs, and expenses, or for service awards, unless that Settlement Class Member or person has served written objections upon the Settlement Claims Administrator no later than the Opt-Out and Objection Date.

17. For an objection to be considered by the Court, the objection must set forth: (a) the name of this Litigation; (b) the objector's full name, address, email address, and telephone number; (c) the objector's flight numbers for all flights at issue in the Settlement, the flight dates, and the flight route (destination and origin airports); (d) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (e) all grounds for the objection, accompanied by any legal support for the objection; (f) copies of any papers, briefs, or other documents upon which the objection is based or upon which the objector or his or her counsel intends to rely; (g) the identity of all counsel who represent the objector; and (h) the objector's handwritten signature, even if represented by counsel.

18. Any Settlement Class Member who does not make his or her objection in the manner provided for herein shall, absent good cause, be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement, or to Class Counsel's application for an award of attorneys' fees, costs, and expenses or for service awards. By objecting, or otherwise requesting to be heard at the Final Approval Hearing, a person shall be deemed to have submitted to the jurisdiction of the Court with respect to the objection or request to be heard and the subject matter of the Settlement, including but not limited to enforcement of the terms of the Settlement.

19. Any Settlement Class Member may enter an appearance in the Litigation, at his or her own expense, individually or through counsel of his or her own choice. If a Settlement Class Member does not enter an appearance, he or she will be represented by Class Counsel.

**Exclusion from the Settlement Class**

20. Any requests for exclusion must be postmarked no later than the Opt-Out and Objection Date. Any person who would otherwise be a Settlement Class Member who wishes to be excluded from the Settlement Class must notify the Settlement Claims Administrator in writing of the intent to exclude himself or herself from the Settlement Class, postmarked no later than the Opt-Out and Objection Date. The written notification must include the individual's (i) name, (ii) address, (iii) a statement that the person wishes to be excluded from the Settlement in this Litigation, and (iv) handwritten signature. All persons who submit valid and timely notifications of exclusion in the manner set forth in this paragraph shall have no rights under the Settlement Agreement, shall not share in the forms of relief provided by the Settlement, and shall not be bound by the Settlement Agreement or any orders of the Court, or any final judgment.

21. Any person who would otherwise be a member of the Settlement Class and who does not notify the Settlement Claims Administrator of his/her intent to exclude himself or herself from the Settlement Class in the manner stated in this Order shall be deemed to have waived his or her right to be excluded from the Settlement Class, and shall forever be barred from requesting exclusion from the Settlement Class in this or any other proceeding, and shall be bound by the

Settlement and the judgment, including but not limited to, the release of the Released Claims against the Released Parties provided for in the Settlement Agreement and the judgment, if the Court approves the Settlement.

22. The Settlement Claims Administrator shall also provide a final report to Class Counsel and Turkish Airlines, no later than **fourteen (14) calendar days** before the Final Approval Hearing, that summarize the number of opt-out notifications received to date and other pertinent information, and provide copies of the opt-out requests to the Parties' counsel.

### **Termination of the Settlement**

23. If the Settlement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated or materially modified on appeal (and, in the event of material modification, if the Parties elect to terminate the Settlement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement Agreement, survive termination of the Settlement Agreement), and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement Agreement.

24. The Court retains jurisdiction over the Litigation to consider all further matters arising out of or connected with the Settlement.

### **Summary of Relevant Deadlines**

<b><u>Event</u></b>	<b><u>Deadline</u></b>
Last day for Turkish Airlines to provide Settlement Class Member contact information to the Settlement Administrator	<b>14 days after entry of Preliminary Approval Date</b>
Notice Date (Email and Direct Mail)	<b>Within 30 days after entry of Preliminary Approval Date</b>
Reminder Email Notice	<b>30 days after first Email Notice is sent</b>

<b><u>Event</u></b>	<b><u>Deadline</u></b>
Last day for Plaintiffs and Class Counsel to file motion for final approval of the Settlement, and motion for attorneys' fees, costs and service awards	<b>14 days before the Exclusion/Objection Deadline</b>
Exclusion/Objection Deadline	<b>21 days before the Final Approval Hearing</b>
Last day for the Parties to file any responses to objections, and any replies in support of motion for final settlement approval and/or Class Counsel's application for attorneys' fees, costs and service awards	<b>7 days before Final Approval Hearing</b>
Claims Deadline	<b>60 days after Notice Date</b>
Final Approval Hearing	<b>[TBD]</b>

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE ANDREW L. CARTER  
UNITED STATES DISTRICT JUDGE



Lodestar Turkish Airlines through 29 Jun 2023			
INITIALS	HOURS	RATE	TOTAL
VAS	24.80	\$ 875.00	\$ 21,700.00
YOK	134.60	\$ 750.00	\$ 100,950.00
AJO	35.90	\$ 475.00	\$ 17,052.50
MSR	118.90	\$ 400.00	\$ 47,560.00
MAG	2.30	\$ 375.00	\$ 862.50
EFB	15.50	\$ 325.00	\$ 5,037.50
DLS	0.40	\$ 300.00	\$ 120.00
RSR	3.50	\$ 300.00	\$ 1,050.00
JGM	0.80	\$ 300.00	\$ 240.00
MCS	5.00	\$ 300.00	\$ 1,500.00
SER	0.80	\$ 300.00	\$ 240.00
AJR	0.40	\$ 275.00	\$ 110.00
ESG	0.30	\$ 275.00	\$ 82.50
AEL	0.40	\$ 275.00	\$ 110.00
ASM	0.90	\$ 275.00	\$ 247.50
	344.50		\$ 196,862.50
		Expenses: \$	9,285.49
		Total: \$	206,147.99



Date	Matter	M No.	Initials	Description	Time
2020.04.27	Turkish Airlines	555	MSR	Draft complaint + file	5.70
2020.04.27	Turkish Airlines	555	YOK	Reviewed complaint and discussed same with Max Roberts	1.10
2020.04.29	Turkish Airlines	555	RSR	Sent complaint out for service	0.10
2020.05.05	Turkish Airlines	555	YOK	Checked re status of service	0.10
2020.05.11	Turkish Airlines	555	MSR	Notice of Appearance	0.20
2020.05.18	Turkish Airlines	555	MSR	File proof of service	0.20
2020.05.18	Turkish Airlines	555	RSR	Follow up on service	0.10
2020.05.20	Turkish Airlines	555	MSR	Related case statement	0.60
2020.05.26	Turkish Airlines	555	MSR	Confer w/ YOK & AJO re: 23(g) motion	0.50
2020.05.26	Turkish Airlines	555	RSR	Prepare YOK PHV motion (1.2)	1.20
2020.05.26	Turkish Airlines	555	YOK	Reviewed PHV and emails with RR and Debbie Schroeder re same	0.20
2020.05.27	Turkish Airlines	555	AEL	spoke w attorney Steve Dollar re Turkish Airlines, sent follow up email to Andrew (.1)	0.10
2020.05.27	Turkish Airlines	555	YOK	Prepped for call with defense counsel (.3), call with defense counsel re extension and settlement (.2), worked on and sent term sheet to defense counsel (1.8), research re 23(g) and related case (.5).	2.80
2020.05.29	Turkish Airlines	555	EFB	Conf. w/ Max re research request (0.1); initial research re same (0.4)	0.50
2020.06.01	Turkish Airlines	555	EFB	Research + draft memo re preemption issues	6.00
2020.06.04	Turkish Airlines	555	MSR	Edits to amended complaint (0.2); draft 23(g) (0.2)	0.30
2020.06.05	Turkish Airlines	555	MSR	Draft 23(g)	1.30
2020.06.07	Turkish Airlines	555	AJO	Review 23(g) motion	0.30
2020.06.07	Turkish Airlines	555	MSR	Draft 23(g)	2.40
2020.06.08	Turkish Airlines	555	AJO	Continue editing/revising 23(g) brief	0.40
2020.06.08	Turkish Airlines	555	AJO	Review and edit JIM dec in support of 23(g)	0.30
2020.06.08	Turkish Airlines	555	AJO	Edit FAC	0.50
2020.06.08	Turkish Airlines	555	MSR	Finalize 23(g) + FAC	7.30
2020.06.10	Turkish Airlines	555	DLS	Made edits to POS and served 23(g) motion	0.40
2020.06.10	Turkish Airlines	555	MSR	File FAC + 23(g)	0.50
2020.06.10	Turkish Airlines	555	RSR	Updated draft YOK PHV motion (.2); filed same (.2); prepared labels for 23(g) motion (.9)	1.30
2020.06.10	Turkish Airlines	555	YOK	Worked on 23(g) motion and associated docs with AJO and MSR.	2.90
2020.06.11	Turkish Airlines	555	ASM	Mail out docs to defense counsel	0.90
2020.06.12	Turkish Airlines	555	AJO	Follow up re service of MTD	0.10
2020.06.12	Turkish Airlines	555	MCS	Coordinated document mailing with Amy, updated Andrew re same	0.50
2020.06.15	Turkish Airlines	555	RSR	Updated YOK Affidavit with notary affirmation (.2)	0.20
2020.06.19	Turkish Airlines	555	YOK	Traveled to get PHV affidavit notarized and emailed Rebecca Richter, MSR, and AJO re same.	0.30
2020.06.22	Turkish Airlines	555	RSR	Refile YOK PHV motion (.3)	0.30
2020.06.24	Turkish Airlines	555	JGM	Save Doc to Box - Opp to Motion For Appointment of Interim Lead Counsel 9 Files	0.20
2020.06.24	Turkish Airlines	555	MSR	Review 23(g) opp (1.3); call w/ E. Blake re: research assignment (0.1); draft 23(g) reply (2.6); file letter motion to consolidate (0.2)	4.20
2020.06.24	Turkish Airlines	555	YOK	Reviewed Liddle & Dubin's opposition to 23(g) and discussions with AJO and MSR re same (1.2). Reviewed defendant's corporate disclosures (.1). Research re reply re 23(g) (2.2). Reviewed letter re consolidation (.8)	4.30
2020.06.25	Turkish Airlines	555	EFB	Conf. w/ MSR re research request (0.2); initial research re same (1.3)	1.50
2020.06.25	Turkish Airlines	555	MSR	Draft 23(g) reply	1.80
2020.06.25	Turkish Airlines	555	SER	Call interested class members	0.80
2020.06.26	Turkish Airlines	555	EFB	Research for 23(g) reply brief	5.00
2020.06.26	Turkish Airlines	555	MSR	Draft 23(g) reply	1.10
2020.06.26	Turkish Airlines	555	YOK	Edited 23(g) reply	3.10
2020.06.28	Turkish Airlines	555	EFB	Finalized memo re research for 23(g) reply brief	2.50
2020.06.29	Turkish Airlines	555	MSR	Edits to 23(g) reply	1.90
2020.06.29	Turkish Airlines	555	YOK	Edited 23(g) reply	1.30
2020.06.30	Turkish Airlines	555	MCS	Added ToA to 23(g) reply, fixed formatting and finalized brief	4.50
2020.06.30	Turkish Airlines	555	MSR	Finalize + file 23(g) reply	2.60
2020.06.30	Turkish Airlines	555	YOK	Reviewed/edited 23(g) reply	1.00
2020.07.01	Turkish Airlines	555	YOK	Call with Nick Coulson re working together, reviewed and executed JPA	1.50
2020.07.02	Turkish Airlines	555	MSR	Draft withdrawal of motion (0.2); file (0.2)	0.40
2020.07.02	Turkish Airlines	555	YOK	Edited notice of withdrawal of 23(g) motion, discussed same with MSR and AJO, and emailed Nick Coulson re same.	0.50
2020.08.24	Turkish Airlines	555	AEL	spoke w/ interested class member	0.10
2020.09.09	Turkish Airlines	555	RSR	Responded to class member inquiry (.1)	0.10
2020.09.11	Turkish Airlines	555	AJO	Draft response to pre-motion letter seeking dismissal; file; send courtesy copy	4.10
2020.09.11	Turkish Airlines	555	YOK	Edited PML response	2.00
2020.10.09	Turkish Airlines	555	MSR	Email counsel re: court conference (0.2); prep for hearing (1.1)	1.40
2020.10.12	Turkish Airlines	555	AJO	Debrief with MSR regarding call with other Plaintiff's counsel	0.20
2020.10.12	Turkish Airlines	555	MSR	Call w/ co-counsel re: court conference plan	0.70
2020.10.13	Turkish Airlines	555	AJO	Confer with MSR regarding consolidated complaint; staffing	0.20
2020.10.13	Turkish Airlines	555	MSR	Confer w/ defense counsel (0.2); court conference (0.2)	0.40
2020.10.22	Turkish Airlines	555	AJO	Draft consolidated complaint and circulate to internal team	4.60
2020.10.23	Turkish Airlines	555	AJO	Confer with internal team regarding consolidated complaint	0.30
2020.10.23	Turkish Airlines	555	MSR	Review consolidated complaint	4.80
2020.10.23	Turkish Airlines	555	YOK	Review + edit consolidated complaint	1.20
2020.11.25	Turkish Airlines	555	MSR	Draft stip extending deadline	0.10
2020.12.13	Turkish Airlines	555	AJO	Review D's motion to dismiss	1.10
2020.12.13	Turkish Airlines	555	AJO	Outline response to Defendant's motion to dismiss	0.90
2020.12.13	Turkish Airlines	555	AJO	Research regarding standing and mootness for MTD opp	1.60
2020.12.14	Turkish Airlines	555	AJO	Continue research on standing and mootness	0.80
2020.12.14	Turkish Airlines	555	AJO	Begin drafting standing section of MTD	0.90
2020.12.15	Turkish Airlines	555	AJO	Continue drafting standing section of MTD opp	1.10
2020.12.15	Turkish Airlines	555	AJO	Research regarding ADA preemption of Plaintiffs' claims	1.20
2020.12.15	Turkish Airlines	555	AJO	Draft ADA preemption section of MTD brief	3.30
2020.12.15	Turkish Airlines	555	MAG	Research on Standing	1.20
2020.12.15	Turkish Airlines	555	MSR	Draft MTD opp rider	2.80
2020.12.16	Turkish Airlines	555	AJO	Research regarding incorporation of NY contract law in analyzing Defendant's Conditions of Carriage	0.70
2020.12.16	Turkish Airlines	555	AJO	Continue drafting motion to dismiss opposition; reliance on NY contract law to imply a reasonableness standard into the GCC and 12(b)(6) breach of contract section	6.70
2020.12.16	Turkish Airlines	555	MAG	Research on Contract Interpretation	1.10

2020.12.17	Turkish Airlines	555	AJO	Continue drafting opposition to motion to dismiss, finalize	6.10
2020.12.18	Turkish Airlines	555	MSR	Review MTD Opp	2.00
2020.12.18	Turkish Airlines	555	YOK	Worked on motion to dismiss opposition	3.20
2021.01.14	Turkish Airlines	555	AEL	Spoke w/ interested class member	0.20
2021.02.08	Turkish Airlines	555	MSR	Notice of Supplemental Authority	0.10
2021.02.11	Turkish Airlines	555	MSR	Edit + file notice of supplemental authority	0.20
2021.02.16	Turkish Airlines	555	MSR	Notice of Supplemental Authority	0.90
2021.02.22	Turkish Airlines	555	MSR	File notice of supplemental authority	0.10
2021.03.10	Turkish Airlines	555	MSR	Draft notice of supplemental authority	0.10
2021.03.30	Turkish Airlines	555	MSR	Draft notice of supplemental authority	0.10
2021.03.31	Turkish Airlines	555	MSR	File notice of supplemental authority	0.10
2021.04.08	Turkish Airlines	555	MSR	Call w/ interested class member	0.10
2021.05.12	Turkish Airlines	555	ESG	Answer Phone and Relay Message to YOK, AJO and MSR	0.30
2021.07.22	Turkish Airlines	555	MSR	Call w/ interested class member	0.30
2022.01.04	Turkish Airlines	555	MSR	Confer w/ JIM re: class member (0.1); call w/ interested class member (0.3); confer w/ YOK (0.1)	0.50
2022.03.31	Turkish Airlines	555	AJO	Read and analyze decision denying motion to dismiss	0.50
2022.03.31	Turkish Airlines	555	MSR	Review MTD decision	0.60
2022.03.31	Turkish Airlines	555	YOK	Reviewed Order denying MTD	0.50
2022.04.08	Turkish Airlines	555	MSR	Draft 26(f) report (2.6); 26(f) conference (0.3); call w/ YOK re: recap (0.2)	3.10
2022.04.08	Turkish Airlines	555	YOK	Reviewed draft 26f report, discussed same and 26f call with MSR and AJO. Discussed settlement with MSR, and edited email to defense counsel re same.	2.20
2022.04.11	Turkish Airlines	555	YOK	Prepped for CMC and discussed same with MSR	0.70
2022.04.12	Turkish Airlines	555	YOK	Prepped for and attended status conference, discussed same with MSR	1.00
2022.04.19	Turkish Airlines	555	MSR	Call client	0.10
2022.05.02	Turkish Airlines	555	YOK	Call with defense counsel re mediation, and messages with MSR re same.	0.50
2022.05.06	Turkish Airlines	555	MSR	Draft status report re: settlement discussions	0.30
2022.05.10	Turkish Airlines	555	JGM	Finalize - Joint Status Report	0.60
2022.05.19	Turkish Airlines	555	YOK	Reviewed JAMS invoice and messaged RR re same.	0.10
2022.05.25	Turkish Airlines	555	MSR	Review + sign mediation agreement and engagement letter	0.20
2022.05.25	Turkish Airlines	555	RSR	Prepared and filed AJO Motion to Withdraw (0.2)	0.20
2022.07.12	Turkish Airlines	555	YOK	Emails re mediation fee payment.	0.20
2022.07.15	Turkish Airlines	555	MSR	Review Ds' doc production (0.1); compile Sholopa doc production (0.2)	0.30
2022.07.15	Turkish Airlines	555	YOK	Reviewed mediation information provided by Defendant, and discussed same with MSR. Reviewed Plaintiff mediation production and discussed same with MSR. Strategized re mediation.	1.50
2022.07.21	Turkish Airlines	555	YOK	Prepped for mediation and messaged Nick Coulson re same.	1.00
2022.07.27	Turkish Airlines	555	YOK	Prepped for mediation and messaged defense counsel re outstanding discovery issues.	1.00
2022.07.29	Turkish Airlines	555	MSR	Draft mediation statement	3.80
2022.08.01	Turkish Airlines	555	MSR	Draft mediation statement	2.30
2022.08.01	Turkish Airlines	555	YOK	Edited mediation brief and messaged MSR re same.	1.60
2022.08.02	Turkish Airlines	555	YOK	Messages with defense counsel and MSR re mediation briefing and production issues.	0.30
2022.08.04	Turkish Airlines	555	YOK	Discussed mediation brief and strategy with MSR and reviewed draft of same.	1.00
2022.08.05	Turkish Airlines	555	MSR	Review class size data + discuss w/ YOK (0.7); edits to mediation statement (0.8); call w/ Nick Coulson (0.1)	1.60
2022.08.05	Turkish Airlines	555	YOK	Worked on mediation brief and discussed same with MSR.	2.60
2022.08.08	Turkish Airlines	555	YOK	Prepped for mediation and analyzed mediation discovery. Call with Judge Andersen re same.	5.10
2022.08.09	Turkish Airlines	555	MSR	Mediation	7.00
2022.08.09	Turkish Airlines	555	YOK	Prepped for and participated in mediation with Judge Andersen. Discussions with cocounsel and MSR re same. Strategized re next steps.	7.80
2022.08.11	Turkish Airlines	555	YOK	Reviewed P's production re settlement and messaged defense counsel re same. Conferred re same with MSR. Strategized re next mediation steps.	3.60
2022.08.12	Turkish Airlines	555	YOK	Call with Judge Andersen, cocounsel, and discussion with MSR re D's mediation counter and P's response. Strategized re next steps.	1.30
2022.08.18	Turkish Airlines	555	YOK	Call with Judge Andersen and strategized re next steps in mediation.	1.90
2022.08.19	Turkish Airlines	555	MSR	Draft status report (0.2); file status report (0.1)	0.30
2022.08.22	Turkish Airlines	555	YOK	Call with Judge Andersen	0.80
2022.08.30	Turkish Airlines	555	YOK	Messaged Nick Coulson re status of settlement discussions. Strategized re next mediation steps.	0.70
2022.08.31	Turkish Airlines	555	YOK	Call with Judge Andersen and research re settlement approval issues.	3.10
2022.09.01	Turkish Airlines	555	YOK	Continued research re preliminary approval	2.90
2022.09.02	Turkish Airlines	555	MSR	Status report	0.30
2022.09.02	Turkish Airlines	555	YOK	Reviewed status report and discussed same with MSR. Messaged defense counsel re mediation.	
2022.09.02	Turkish Airlines	555	YOK	Continued research re settlement issues.	2.20
2022.09.08	Turkish Airlines	555	MSR	Call w/ YOK re: settlement updates	0.20
2022.09.14	Turkish Airlines	555	MSR	Call w/ YOK re: settlement strategy	0.10
2022.09.14	Turkish Airlines	555	YOK	Mediation call with Judge Andersen and strategized re next steps.	1.00
2022.09.19	Turkish Airlines	555	MSR	Call w/ YOK re: settlement strategy	0.20
2022.09.19	Turkish Airlines	555	YOK	Continued mediation discussions with Judge Andersen and conferral with cocounsel. Strategized re next steps.	2.10
2022.09.28	Turkish Airlines	555	YOK	Call with Judge Andersen re mediation and messages with cocounsel re same.	1.30
2022.09.29	Turkish Airlines	555	MSR	Review + edit term sheet	0.50
2022.09.29	Turkish Airlines	555	YOK	Drafted term sheet and had email discussions with cocounsel re same.	4.20
2022.09.30	Turkish Airlines	555	MSR	Draft status report	0.20
2022.09.30	Turkish Airlines	555	YOK	Amended term sheet and sent to defense counsel	2.20
2022.10.17	Turkish Airlines	555	YOK	Messaged defense counsel re mediation.	0.10
2022.10.24	Turkish Airlines	555	MSR	Call w/ YOK re: edits to term sheet (0.3); call w/ client (0.1)	0.40
2022.10.28	Turkish Airlines	555	YOK	Revised and circulated term sheet	1.00
2022.11.10	Turkish Airlines	555	MSR	Draft settlement agreement	1.20
2022.11.11	Turkish Airlines	555	MSR	Draft settlement agreement	4.90
2022.11.11	Turkish Airlines	555	YOK	Messaged Greg Haber re possible administration	0.20
2022.11.11	Turkish Airlines	555	YOK	Reviewed draft settlement agreement and worked on same.	2.00
2022.11.14	Turkish Airlines	555	MSR	Draft prelim approval motion	3.70
2022.11.15	Turkish Airlines	555	MSR	Draft preliminary approval motion	2.40
2022.11.15	Turkish Airlines	555	YOK	Continued working on settlement agreement.	3.40
2022.11.18	Turkish Airlines	555	MSR	Draft preliminary approval motion	2.10
2022.11.21	Turkish Airlines	555	MSR	Finalize prelim approval motion	5.90
2022.11.22	Turkish Airlines	555	MSR	Draft claim form/notice documents and preliminary approval order	4.20

2022.11.22	Turkish Airlines	555	YOK	Worked on settlement agreement exhibits and messages with MSR and cocounsel re same. Reviewed preliminary approval motion.	6.10
2022.11.29	Turkish Airlines	555	MSR	Draft letter re: extension request for preliminary approval briefing	0.10
2022.11.29	Turkish Airlines	555	YOK	Messages with defense counsel re settlement and stipulation re same. Message with Greg Haber re administraiton bid. Worked on preliminary approval motion.	2.00
2022.12.01	Turkish Airlines	555	YOK	Messaged claims admin re bid and research re same.	0.50
2022.12.12	Turkish Airlines	555	YOK	Messaged defense counsel re administration bids	0.20
2022.12.14	Turkish Airlines	555	YOK	Communications with notice admins re bids, reviewed proposals, and strategized re preliminary approval and finalizing settlement.	2.20
2022.12.18	Turkish Airlines	555	YOK	Messages with Nick Coulson re settlement and admin update.	0.20
2022.12.19	Turkish Airlines	555	MSR	Draft YOK declaration + finalize prelim approval brief	3.40
2022.12.19	Turkish Airlines	555	YOK	Worked on getting settlement executed and finalizing motion for preliminary approval.	6.10
2022.12.20	Turkish Airlines	555	MSR	Finalize prelim approval motion (0.9); call w/ client (0.1); draft motion to seal (0.6); file motion (0.2)	1.80
2022.12.20	Turkish Airlines	555	YOK	Finalized and filed motion for preliminary approval and ensured settlement was executed.	5.00
2022.12.21	Turkish Airlines	555	YOK	Call with Greg Haber and defense counsel re admin issues	0.40
2022.12.27	Turkish Airlines	555	YOK	Messaged admin and defense counsel re settlement website	0.20
2023.01.03	Turkish Airlines	555	MSR	Review Ds' prelim approval letter	0.80
2023.02.16	Turkish Airlines	555	MSR	Hearing on mtn for sealing (0.5); call w/ YOK re: hearing (0.1)	0.60
2023.04.04	Turkish Airlines	555	YOK	Reviewed preliminary approval order. Strategized re final approval and notice issues, and discussed same with MSR. Messaged claims admin re preliminary approval ruling.	2.40
2023.04.07	Turkish Airlines	555	MSR	Call w/ claims admin	0.10
2023.04.07	Turkish Airlines	555	YOK	Prepped for and participated in call with claims admin and defense counsel re next steps.	0.50
2023.04.17	Turkish Airlines	555	AJR	Answered class member questions.	0.40
2023.04.17	Turkish Airlines	555	YOK	Call with defense counsel re notice issues and request to extend deadlines. Reviewed and commented on draft letter re same.	1.00
2023.04.19	Turkish Airlines	555	YOK	Emails re group call to discuss next steps.	0.20
2023.04.21	Turkish Airlines	555	MSR	Call w/ JND re: claims administration	0.30
2023.05.01	Turkish Airlines	555	YOK	Reviewed class member data and discussed same with MSR. Reviewed defense counsel communications re same.	0.60
2023.05.02	Turkish Airlines	555	MSR	Call w/ defense counsel re: digital notice	0.10
2023.05.11	Turkish Airlines	555	MSR	Call w/ Lindsay (0.1); call w/ YOK (0.1)	0.20
2023.05.15	Turkish Airlines	555	YOK	Messaged cocounsel re notice and admin re same.	0.20
2023.05.16	Turkish Airlines	555	YOK	Reviewed and approved notices and messaged admin re same.	1.00
2023.06.15	Turkish Airlines	555	YOK	Strategized re final approval briefing. Reviewed claims data	0.90
2023.06.16	Turkish Airlines	555	VAS	Begin drafting Motion for Attorneys Fees	1.70
2023.06.19	Turkish Airlines	555	VAS	Continue drafting Motion for Attorneys Fees	4.60
2023.06.20	Turkish Airlines	555	YOK	Worked on final approval	1.80
2023.06.21	Turkish Airlines	555	VAS	Continue preparing Motion for Attorneys Fees	7.20
2023.06.22	Turkish Airlines	555	VAS	Continue preparing Motion for Attorneys Fees	3.50
2023.06.23	Turkish Airlines	555	MSR	Review + edit mtn for attorneys' fees + YOK decl	3.80
2023.06.23	Turkish Airlines	555	VAS	Continue preparing Motion for Attorneys Fees	1.40
2023.06.26	Turkish Airlines	555	MSR	Review + edit YOK decl re: mtn for attorneys' fees	2.40
2023.06.26	Turkish Airlines	555	VAS	Prepare Brief for Motion for Final Approval; Motion; Declaration; and Proposed Order	6.40
2023.06.27	Turkish Airlines	555	MSR	Review + edit final approval motion	4.70
2023.06.27	Turkish Airlines	555	YOK	Worked on final approval and fee motions, and discussed same with MSR.	5.10
2023.06.28	Turkish Airlines	555	MSR	Call w/ Nick (0.1); finalize FA motion (0.7); finalize fee brief (0.6); review B&F lodestar (4.7)	6.10
2023.06.28	Turkish Airlines	555	YOK	Worked on final approval and fee motions. Discussed same with MSR.	4.30
2023.06.29	Turkish Airlines	555	YOK	Worked on final approval and fee briefing.	7.10
2023.06.29	Turkish Airlines	555	MSR	Finalize final approval motion + motion for attorneys' fees	2.90



Date	Case Task	Time	Timekeeper
4/20/2020	TA Prefiling investigation	1.1	NAC
4/21/2020	TA Prefiling investigation	2.4	NAC
4/22/2020	TA Prefiling investigation	2.7	NAC
4/24/2020	TA Review PNC inquiries- Turkish Airlines, research	4.4	NAC
4/26/2020	TA Turkish Airlines Research- terms and policies	2.5	NAC
4/26/2020	TA TA client screening	3.1	NAC
4/27/2020	TA TA client screening	0.7	NAC
4/28/2020	TA research re airline claims	0.5	MZR
4/28/2020	TA email re Turkish airlines claims	0.1	MZR
	conference re Turkish Airlines Compl.; research re Turkish Airlines Compl; review file re compl. Allegations; review Turkish Airlines Conditions of Carriage and cancellation policies; research re venue; draft memo re complaint; draft		
4/28/2020	TA complaint	4.8	MZR
4/28/2020	TA Conference with MZR re: Turkish complaint	0.7	NAC
4/28/2020	TA Review client details for complaint	0.4	NAC
4/28/2020	TA Review, edit, and file Turkish complaint	3.8	NAC
4/28/2020	TA Review revised Turkish complaint	0.6	NAC
4/29/2020	TA review and edit phv	0.2	NAC
4/29/2020	TA review and revise compl.	0.6	MZR
5/11/2020	TA research re service of process	0.4	MZR
5/13/2020	TA review service waivers	0.2	NAC
6/10/2020	TA review email re Turkish Airlines claims	0.1	MZR
6/10/2020	TA class member call	0.3	NAC
	Research re consolidation; review docket filings in Sholopa matter; email re consolidation and research; review email re		
6/11/2020	TA consolidation	0.9	MZR
6/11/2020	TA Review Sholopa 23g motion and related filings	0.9	NAC
6/11/2020	TA email with MZR re 23 g motion	0.1	NAC
6/16/2020	TA Fractional-JPML filing	2.4	NAC
6/16/2020	TA Research and draft Resp re 23g mot	3.8	NAC
6/17/2020	TA Draft Resp to 23g mot	3.1	NAC
	conference re Sholopa Mot. for Appointment of Interim Lead Counsel; review and revise Milosevic Resp. in Opp. to		
6/24/2020	TA Sholopa Mot. for Appointment of Interim Lead Counsel	1.2	MZR
6/29/2020	TA review D resp to Sholopa PMC req	0.2	NAC
7/1/2020	TA Review reply re 23g mot	0.5	NAC
7/1/2020	TA Speak with YK re: consolidation and JPA	0.4	NAC
7/1/2020	TA Conference with DRD re JPA	1.1	NAC
7/2/2020	TA Review notice of WD of filings	0.3	NAC
7/2/2020	TA Draft and file letter to court re: PMC	1.8	NAC
9/3/2020	TA Draft Resp letter to Def PMC Req	0.4	NAC
9/8/2020	TA review D PMC req	0.3	NAC
10/7/2020	TA review and planning re: notice of hearing	0.3	NAC
10/12/2020	TA conf re: Turkish hearing	0.4	NAC

10/13/2020 TA	prep and virtual attendance hearing on briefing sched	2.6 NAC
10/14/2020 TA	review order withdrawing motions	0.2 NAC
10/23/2020 TA	review Consolidated Amended Complaint	1 NAC
11/1/2020 TA	review and respond- 2 client emails	0.3 NAC
11/30/2020 TA	review def mtd	2 NAC
12/18/2020 TA	review resp in opp to def mtd	2.6 NAC
1/8/2021 TA	review def reply re mtd	0.4 NAC
4/1/2022 TA	review order denying mtd	0.5 NAC
4/1/2022 TA	conf w SDL re mtd denial and strategy	0.5 NAC
4/8/2022 TA	review initial mgmt plan	1.3 NAC
4/8/2022 TA	review and strategize re: MR call notes and draft letter to def counsel	0.4 NAC
4/19/2022 TA	emails re mediation scheduling	0.2 NAC
5/6/2022 TA	review draft of status update	0.2 NAC
7/15/2022 TA	review def information production	0.2 NAC
7/28/2022 TA	correspondence re: def production	0.3 NAC
8/5/2022 TA	review def data production	0.7 NAC
8/5/2022 TA	mediation statement	2.6 NAC
8/9/2022 TA	Final preparation for and participation in zoom mediation	8.7 NAC
8/12/2022 TA	Phone conf w co-counsel and strategy re: TA offers	0.4 NAC
8/18/2022 TA	Review def supp production	0.4 NAC
9/14/2022 TA	correspondence w co counsel re settlement discussions	0.4 NAC
9/19/2022 TA	correspondence w co counsel re settlement discussions	0.3 NAC
9/28/2022 TA	review correspondence w mediator, conference with co-counsel re proposal	0.5 NAC
9/29/2022 TA	review, revise, propose term sheet	0.8 NAC
10/3/2022 TA	review TA admin proposals/options	2.5 NAC
10/21/2022 TA	review def proposed revs to term sheet	0.3 NAC
10/29/2022 TA	term sheet revisions	0.2 NAC
11/3/2022 TA	review def term sheet revs	0.2 NAC
11/11/2022 TA	review draft1 of settlement agreement, research, edits	3.7 NAC
11/21/2022 TA	reivew draft MPA brief	2.6 NAC
11/22/2022 TA	rev settlement exhibits	2.2 NAC
12/19/2022 TA	correspondence re settlement extension	0.4 NAC
12/20/2022 TA	Conf with client re final settlement approval	1 NAC
12/20/2022 TA	Co-counsel correspondence re: client final approval	0.2 NAC
12/20/2022 TA	Full review of final settlement	3.1 NAC
12/20/2022 TA	review letter to court re: motion to seal	0.1 NAC
3/9/2023 TA	review and respond- client emails	0.2 NAC

5/12/2023	TA	correspondence w/ co-counsel re: settlement admin	0.1 NAC
5/15/2023	TA	review admin approvals/history	0.5 NAC
5/19/2023	TA	testing re notice campaign	0.5 NAC
5/26/2023	TA	admin status report- review	0.1 NAC
6/1/2023	TA	admin status report- review	0.1 NAC
6/9/2023	TA	admin status report- review	0.1 NAC
6/15/2023	TA	admin status report- review	0.2 NAC
6/23/2023	TA	admin status report- review	0.1 NAC
		Review and propose edits to MFAF Declaration; compile and	
6/28/2023	TA	review billing records	2.4 NAC
6/28/2023	TA	Review and propose edits to MFAF	0.8 NAC
6/28/2023	TA	Review and propose edits to MFA	1.2 NAC
6/29/2023	TA	Research re: fund calculation	0.8 NAC





DATE	OF	MATTER	MATTER NO.	AMOUNT	DESCRIPTION	CODE	PAYMENT	USER	COMMENT
2020.04.27	NY	Turkish Airlines	555	\$ 400.00	Courts USDC NY	Court Fees	AJO 6007	AJO	
2020.05.20	NY	Turkish Airlines	555	\$ 206.00	First Legal - Complaint Service	Court Fees	Chk 5671	Chk	
2020.05.20	NY	Turkish Airlines	555	\$ 206.00	First Legal - Complaint Service	Court Fees	Chk 5671	Chk	
2020.05.20	NY	Turkish Airlines	555	\$ 250.00	First Legal - Complaint Service	Court Fees	Chk 5671	Chk	
2020.06.10	CA	Turkish Airlines	555	\$ 200.00	Courts USDC NY	Court Fees	YOK 1922	YOK	
2020.06.10	CA	Turkish Airlines	555	\$ 200.00	Courts USDC NY	Court Fees	YOK 1922	YOK	
2020.06.16	CA	Turkish Airlines	555	\$ 52.44	FedEx	Postage and Delivery	LTF 5680	LTF	
2022.05.17	NY	Turkish Airlines	555	\$ 5,243.75	JAMS, Inc.	Mediation Fees	x091		
2022.05.25	NY	Turkish Airlines	555	\$ 2,500.00	JAMS, Inc.	Mediation Fees	x091		
2023.02.06	FL	Turkish Airlines	555	\$ 27.30	PACER	Document Requests	JGM 9407	Pacer Q4 2022	2023.02



LSC Turkish Air case costs as of June 28, 2023

Filing fee	(4/28/20)	\$ 600.00
Mediation-JAMS	(9/3/22)	<u>\$ 8,787.76</u>
		\$ 9,387.60

**EXHIBIT 6**

Free Newsletter Sign Up

Business & Practice

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

By Roy Strom

Column

June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

## Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Worth Your Time**

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

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

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

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

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## Documents

[Trustee's Objection](#)

## Related Articles

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

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

## Law Firms

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



## **Topics**

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

## **Companies**

Johnson & Johnson  
Thomson Reuters Corp

**EXHIBIT 7**



# Enterprise Legal Management Trends Report

## INSIGHT INTO **7** KEY METRICS

JUNE 2022



## Enterprise Legal Management Trends Report

INSIGHTS ARE BASED ON DATA DERIVED FROM

OVER  
\$49 Billion  
IN LEGAL SPENDING

MORE THAN  
350,000  
TIMEKEEPERS

MORE THAN  
1.2 Million  
MATTERS



# Executive Highlights

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

## 2021 RECORD SETTING YEAR FOR MERGERS & ACQUISITIONS

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

## HOURLY RATE INCREASES SHOW NO SIGNS OF SLOWING

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

## USE OF ALTERNATIVE FEE ARRANGEMENT CONTINUES TO INCREASE

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

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

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

# Introduction

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

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

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

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<b>12</b>	#3A: Alternative Fee Arrangement (AFA) Usage by Matter
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## **Update on seven key metrics**

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

1A

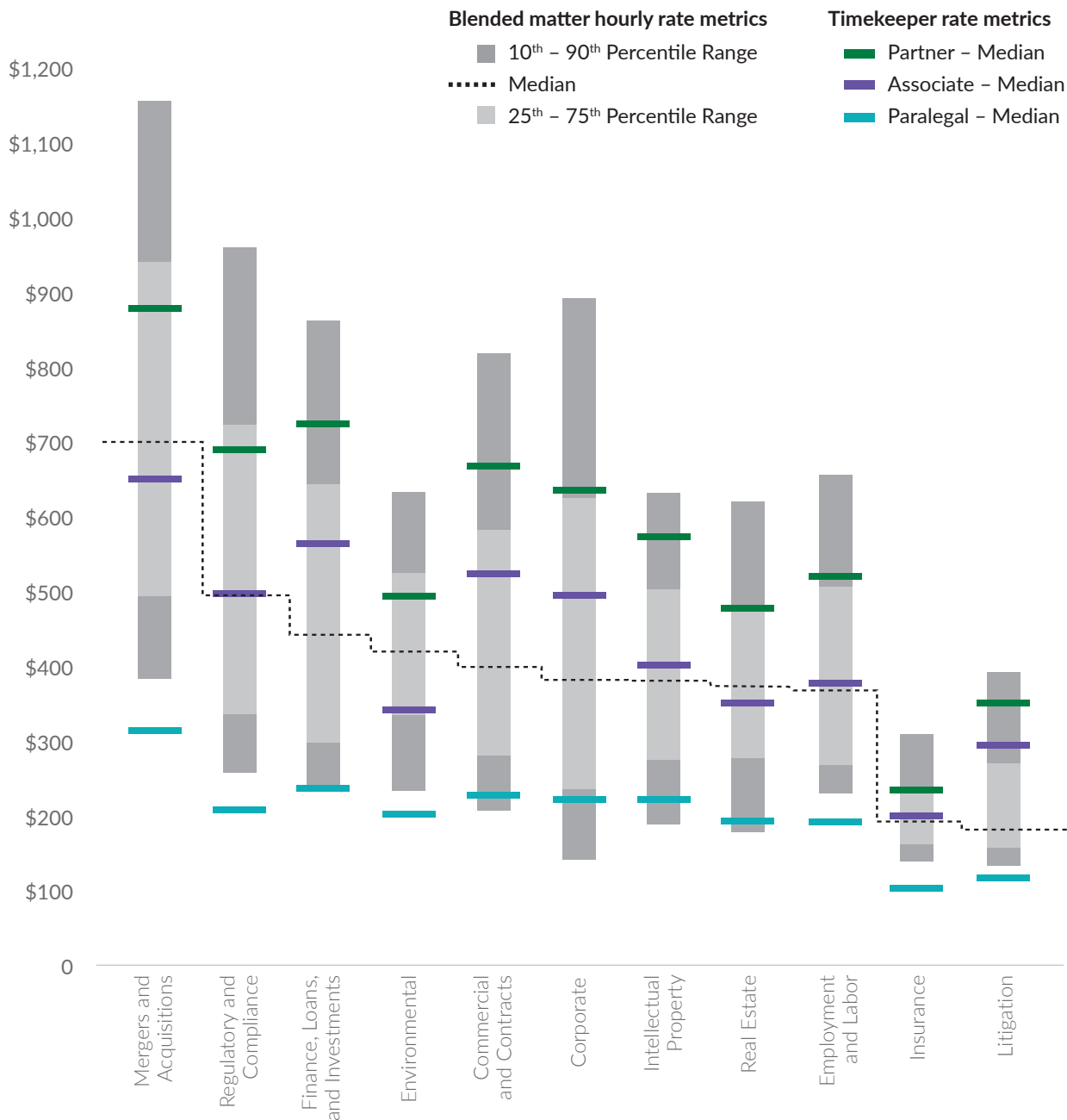
KEY  
METRIC

## Blended Hourly Rate for Matters by Practice Area

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

All analysis is based on data through December 31, 2021

Practice areas ordered by median blended matter rates

Volatility  
Rate

5

7

7

3

6

10

5

4

5

3

5

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

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



1B

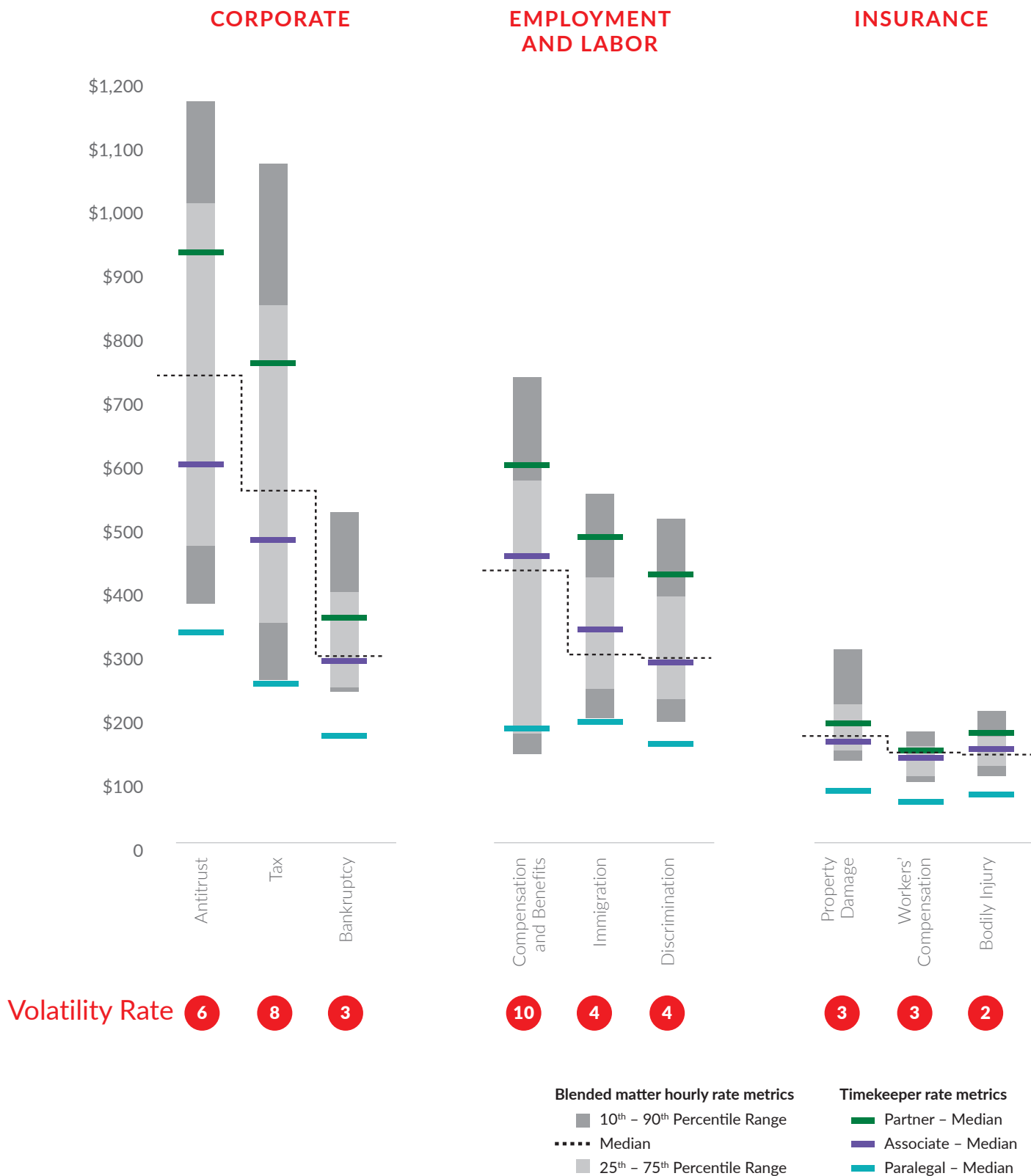
KEY  
METRIC

## Blended Hourly Rate for Matters – by Subcategory

BLENDED HOURLY RATES AND RATE VOLATILITY DIFFER BY SUBCATEGORY OF WORK

All analysis is based on data through December 31, 2021

Practice areas ordered by median blended matter rates



1B

KEY  
METRIC

## Blended Hourly Rate for Matters – by Subcategory

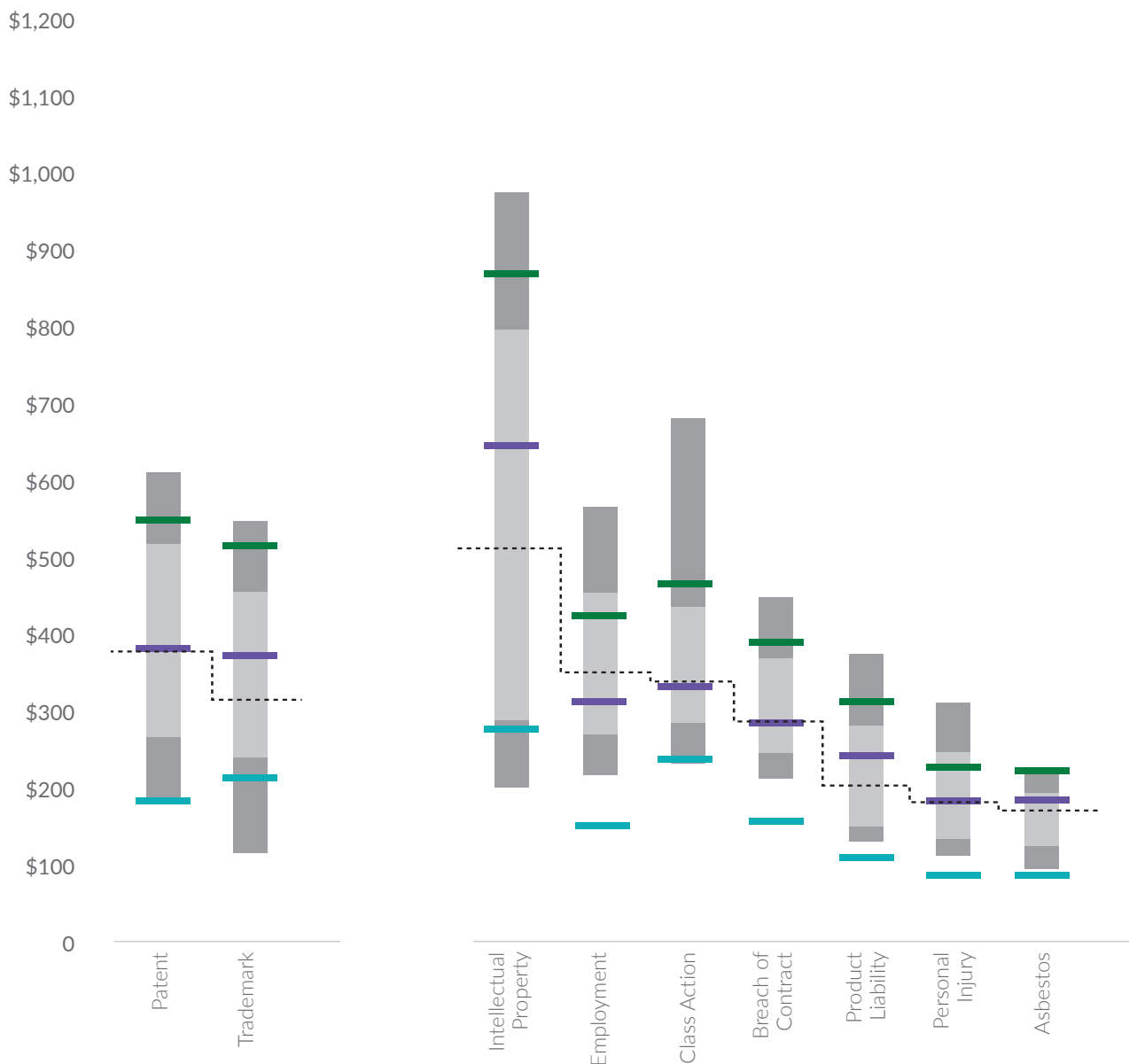
**BLENDED HOURLY RATES AND RATE VOLATILITY DIFFER BY SUBCATEGORY OF WORK**

All analysis is based on data through December 31, 2021

Practice areas ordered by median blended matter rates

### INTELLECTUAL PROPERTY

### LITIGATION



Volatility Rate

5

5

10

4

3

3

5

5

3

**Blended matter hourly rate metrics**

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

**Timekeeper rate metrics**

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

**Interpreting the Charts:**

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

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

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

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

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

- Insurance
- Real Estate
- Environmental

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

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

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

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

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

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



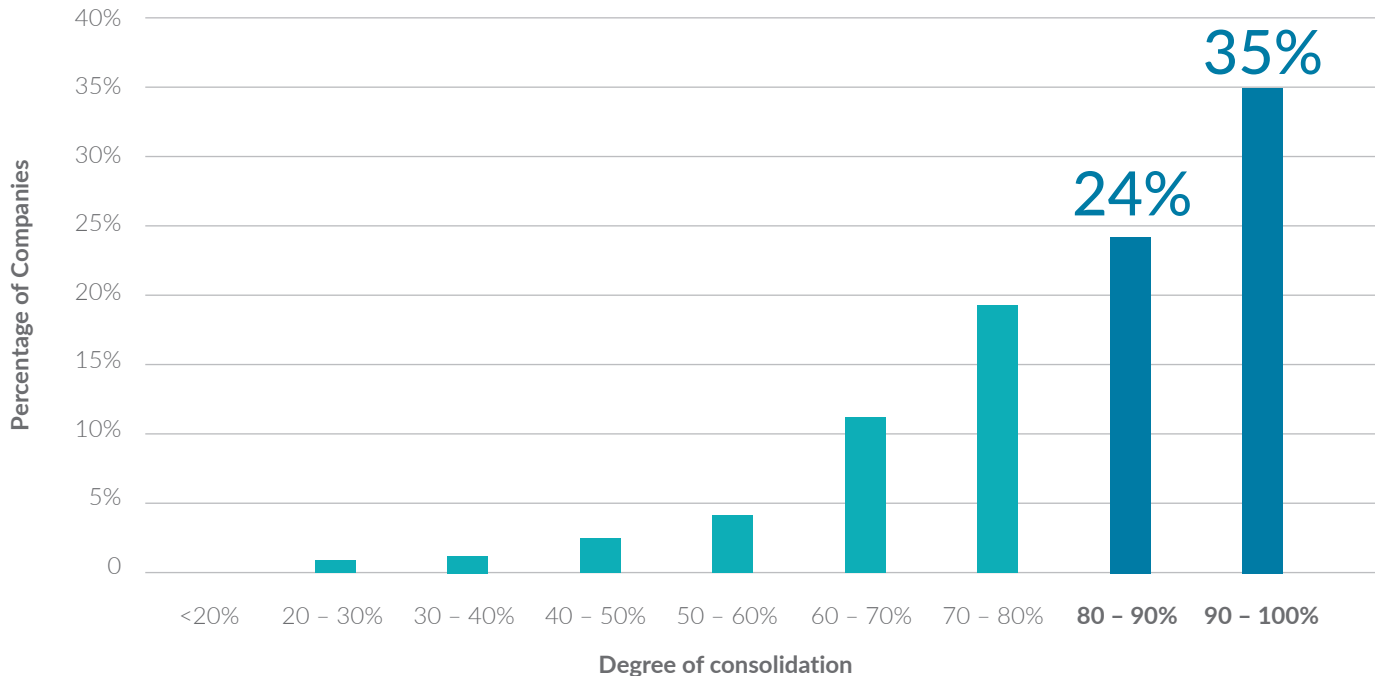
2

KEY  
METRIC

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

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

All analysis is based on data through December 31, 2021



### Interpreting the Chart:

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

Industry type plays a significant role in consolidation.

#### HIGH DEGREES OF CONSOLIDATION:

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

#### LOW DEGREES OF CONSOLIDATION:

**40%** Finance  
 Insurance  
**36%** Utilities

3A

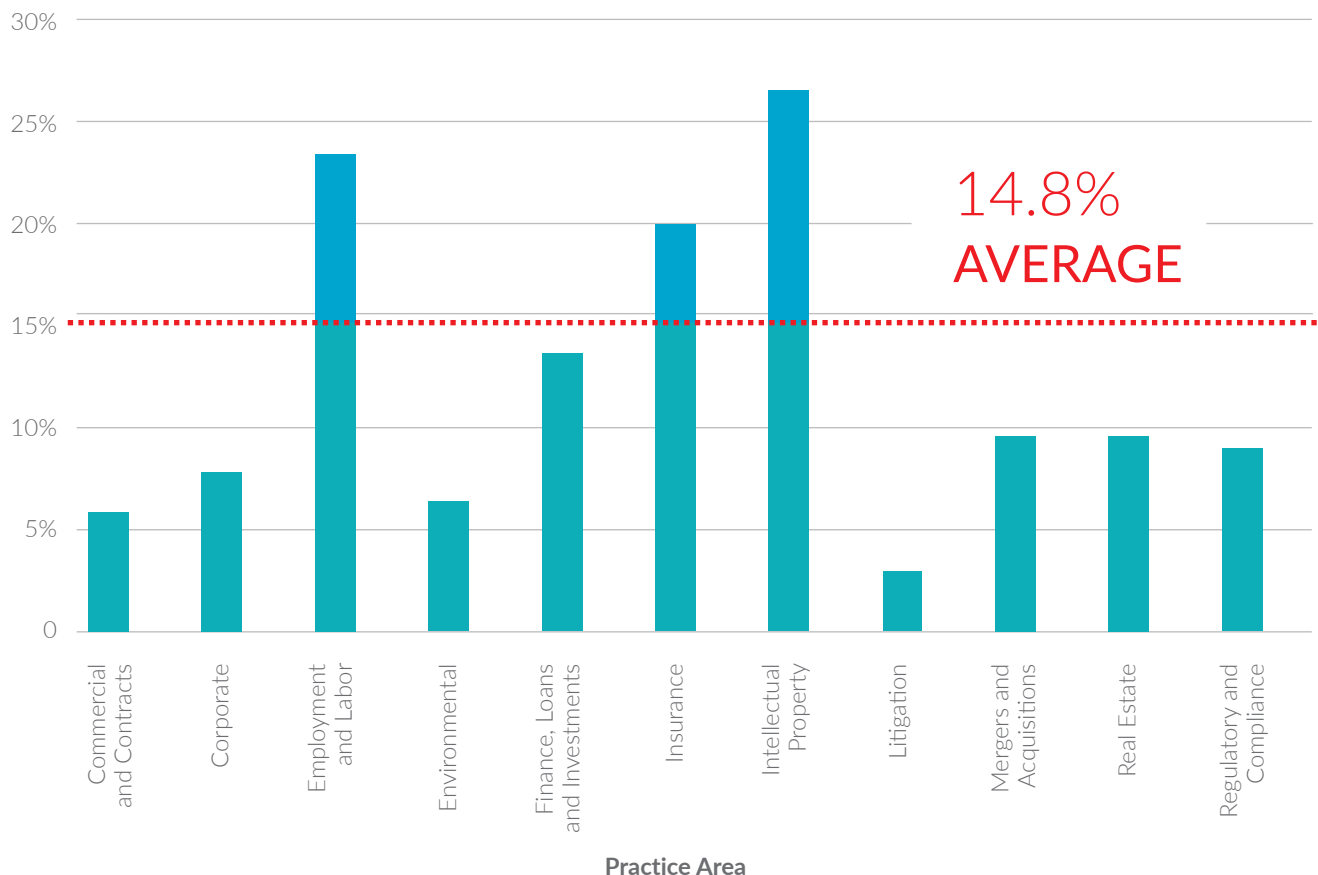
KEY  
METRIC

## Alternative Fee Arrangement (AFA) Usage by Matter

SOME FORM OF AFAs WERE USED IN 14.8% OF MATTERS

Based on 12 months of data ending December 31, 2021

## PERCENTAGE OF MATTERS UTILIZING AFAs



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

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

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

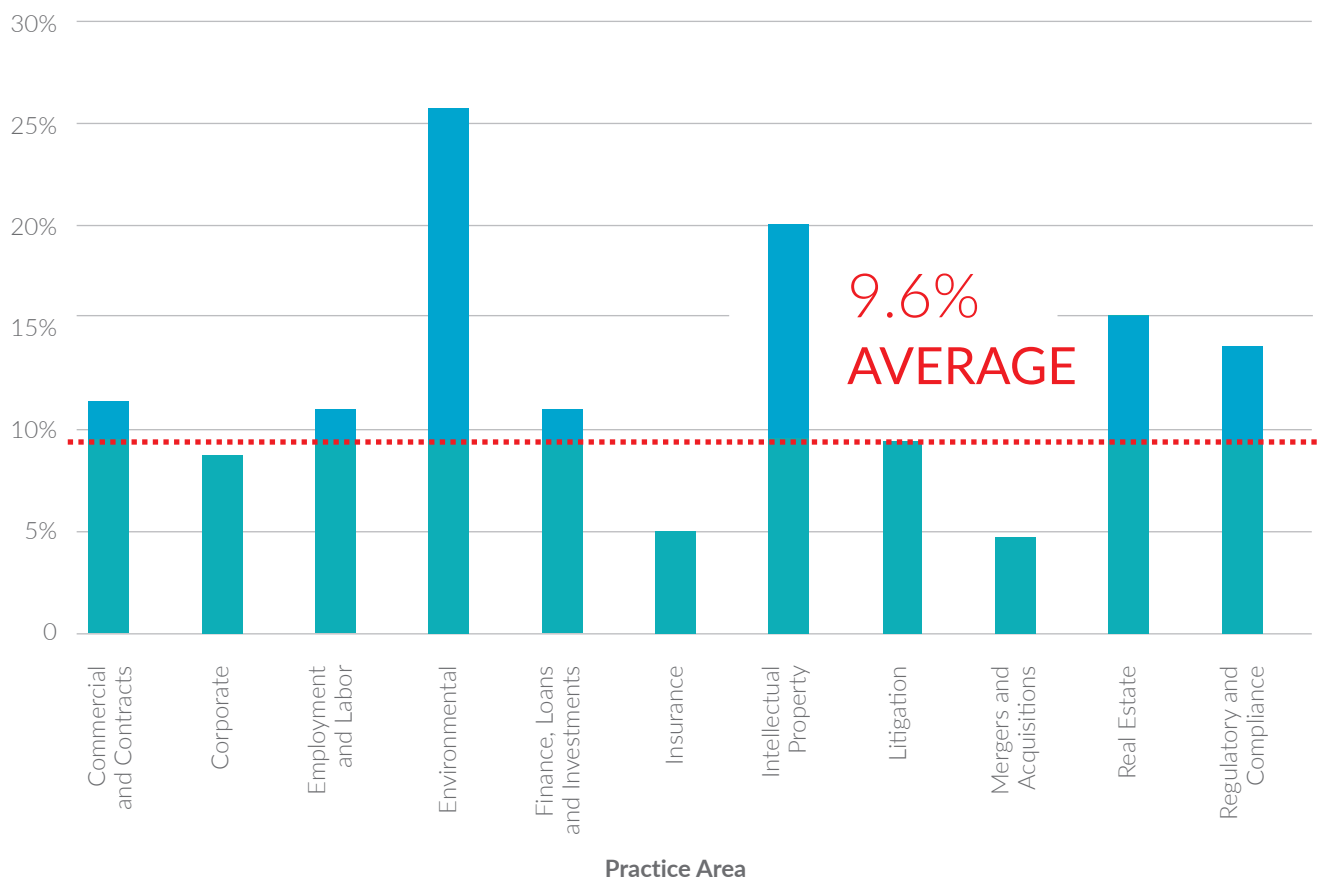
3B

KEY  
METRIC

## Alternative Fee Arrangement (AFA) Usage by Billings

**SOME FORM OF AFAs WERE USED IN 9.6% OF BILLINGS**

Based on 12 months of data ending December 31, 2021

**PERCENTAGE OF BILLINGS UTILIZING AFAs**

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

4

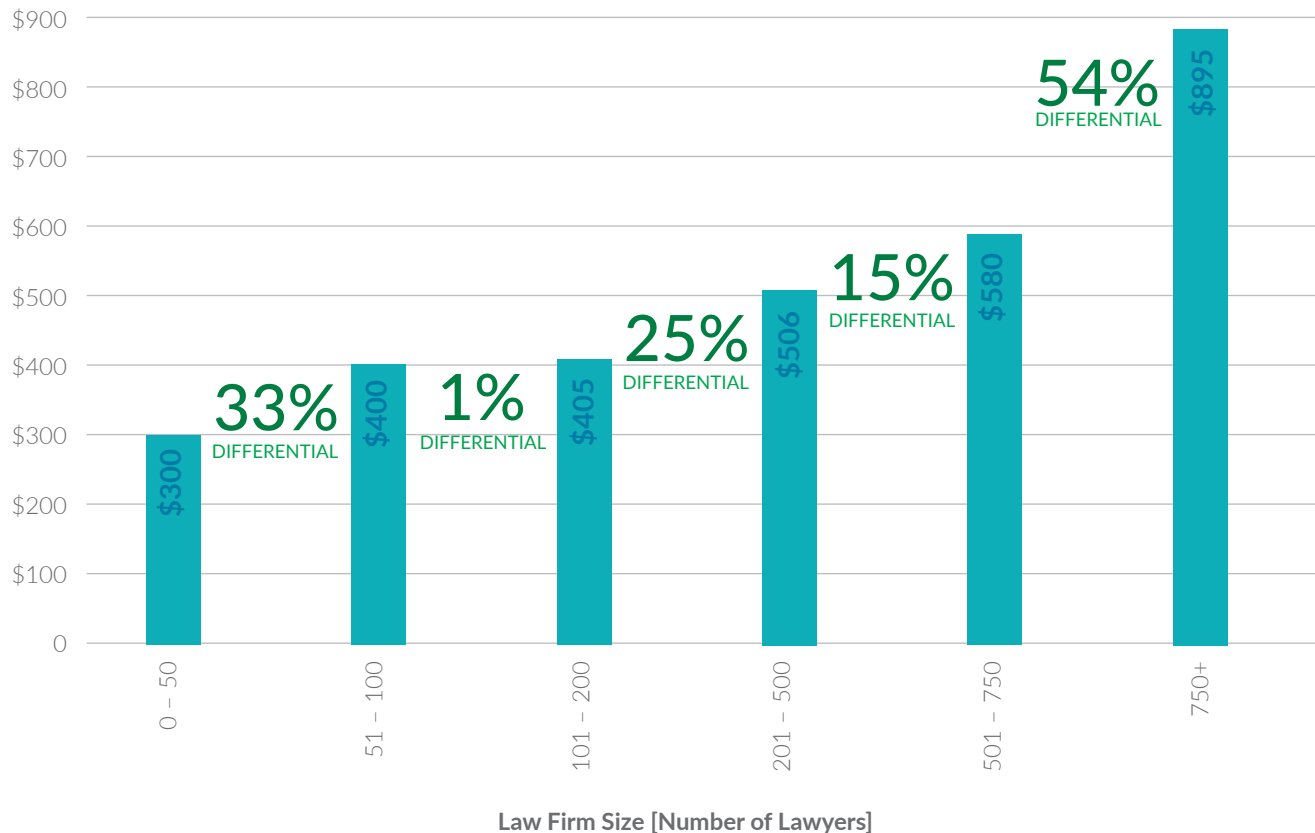
KEY  
METRIC

## Partner Hourly Rate Differences by Law Firm Size

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

Based on 12 months of data ending December 31, 2021

### MEDIAN PARTNER HOURLY RATES BY LAW FIRM SIZE



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

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

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

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

**AVERAGE PARTNER GROWTH RATE  
FOR THE LARGEST FIRMS**

**4.6%** 2021 RELATIVE TO 2020



5A

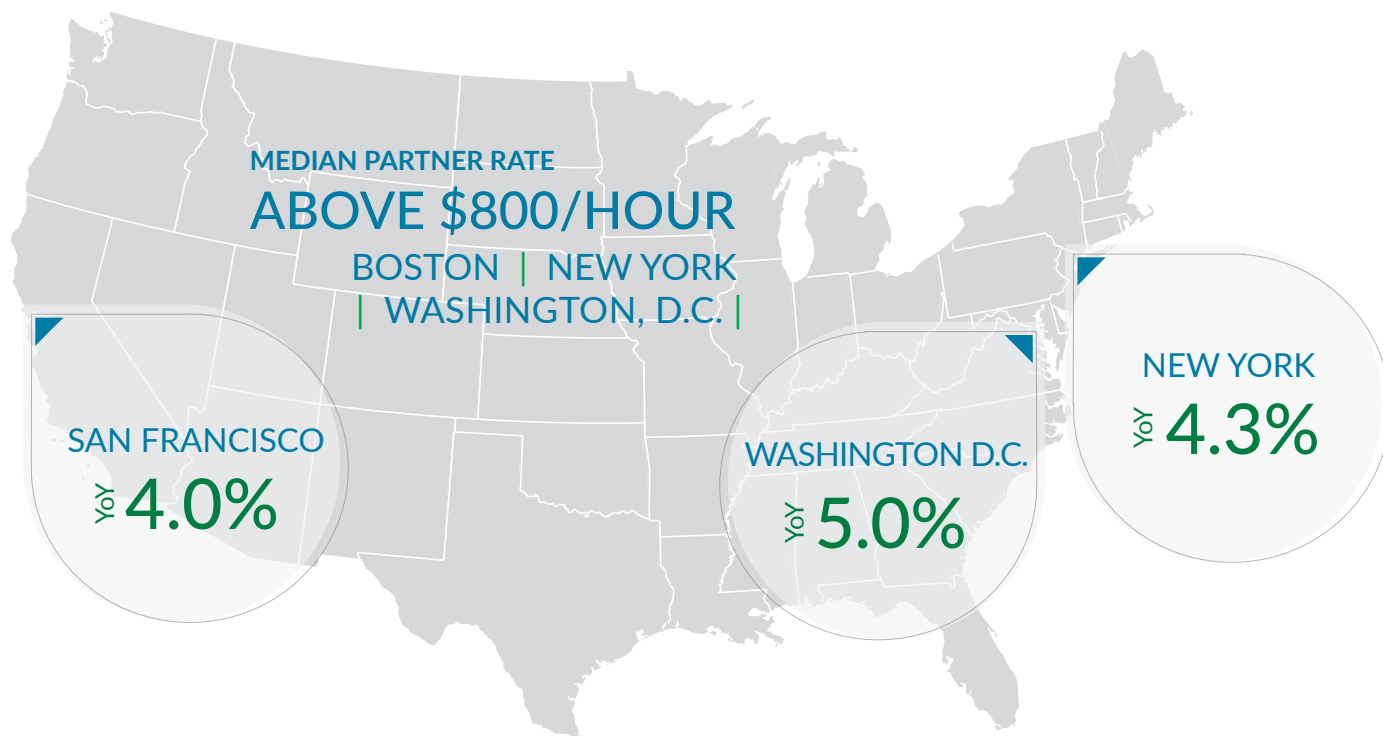
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METRIC

## Partner Hourly Rate Growth by City

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

Based on 12 months of data ending December 31, 2021

### PARTNER RATE GROWTH IN THREE MAJOR CITIES



#### Interpreting the Chart:

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

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

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

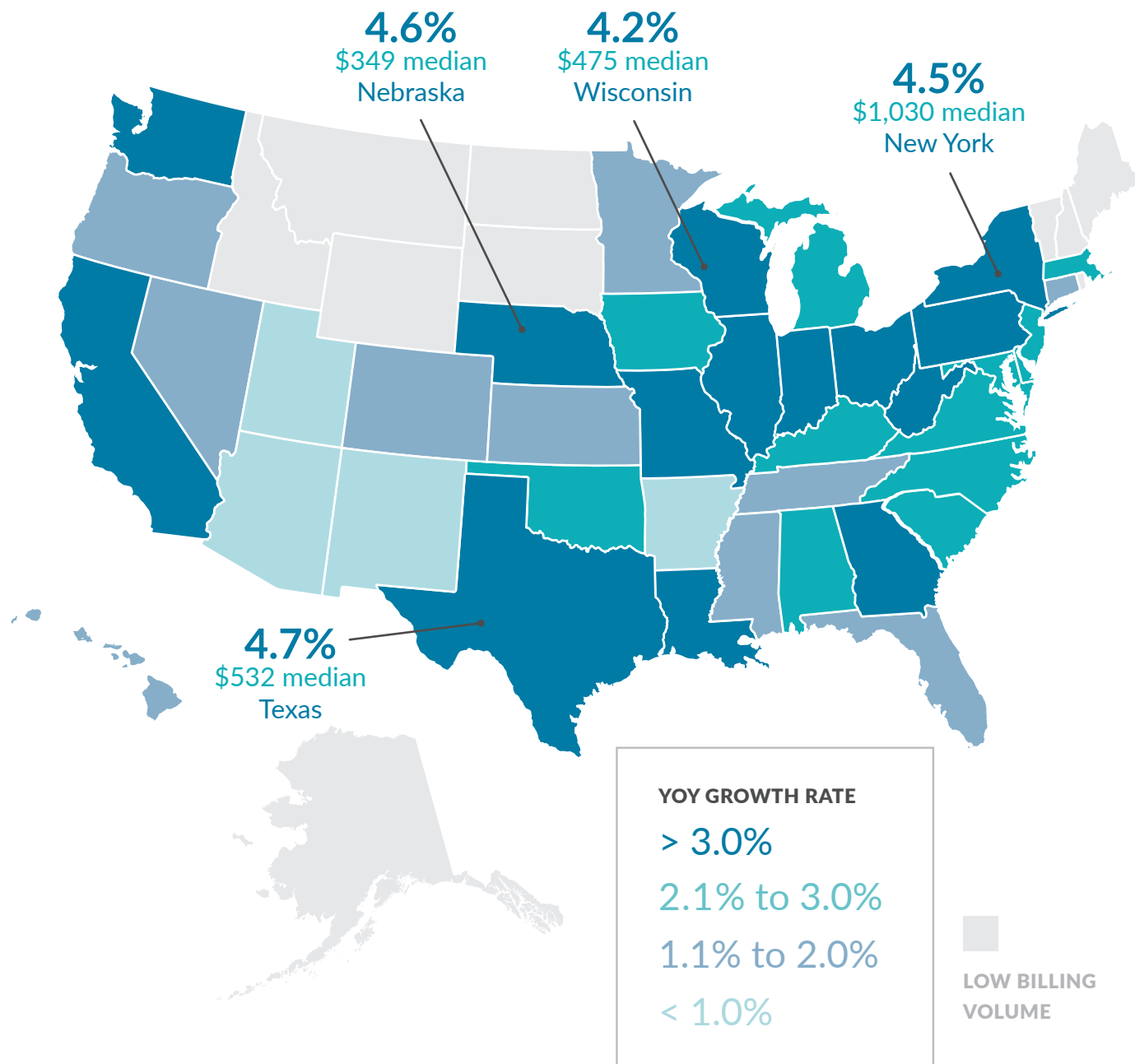
5B

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METRIC

## Partner Hourly Rate Growth by State

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

Based on 12 months data ending December 31, 2021

**3.4% AVERAGE GROWTH IN PARTNER RATES ACROSS STATES***The average growth in partner rates across states is 3.4%, in line with prior year increases.*

6A

KEY  
METRIC

## Median Partner Hourly Rate by Practice Area

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

Based on 12 months of data ending December 31, 2021



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

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

6B

KEY  
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## Median Partner Rates by Subcategory of Work

WITHIN PRACTICE AREAS, SUBCATEGORY RATES VARY CONSIDERABLY

Based on 12 months of data ending December 31, 2021



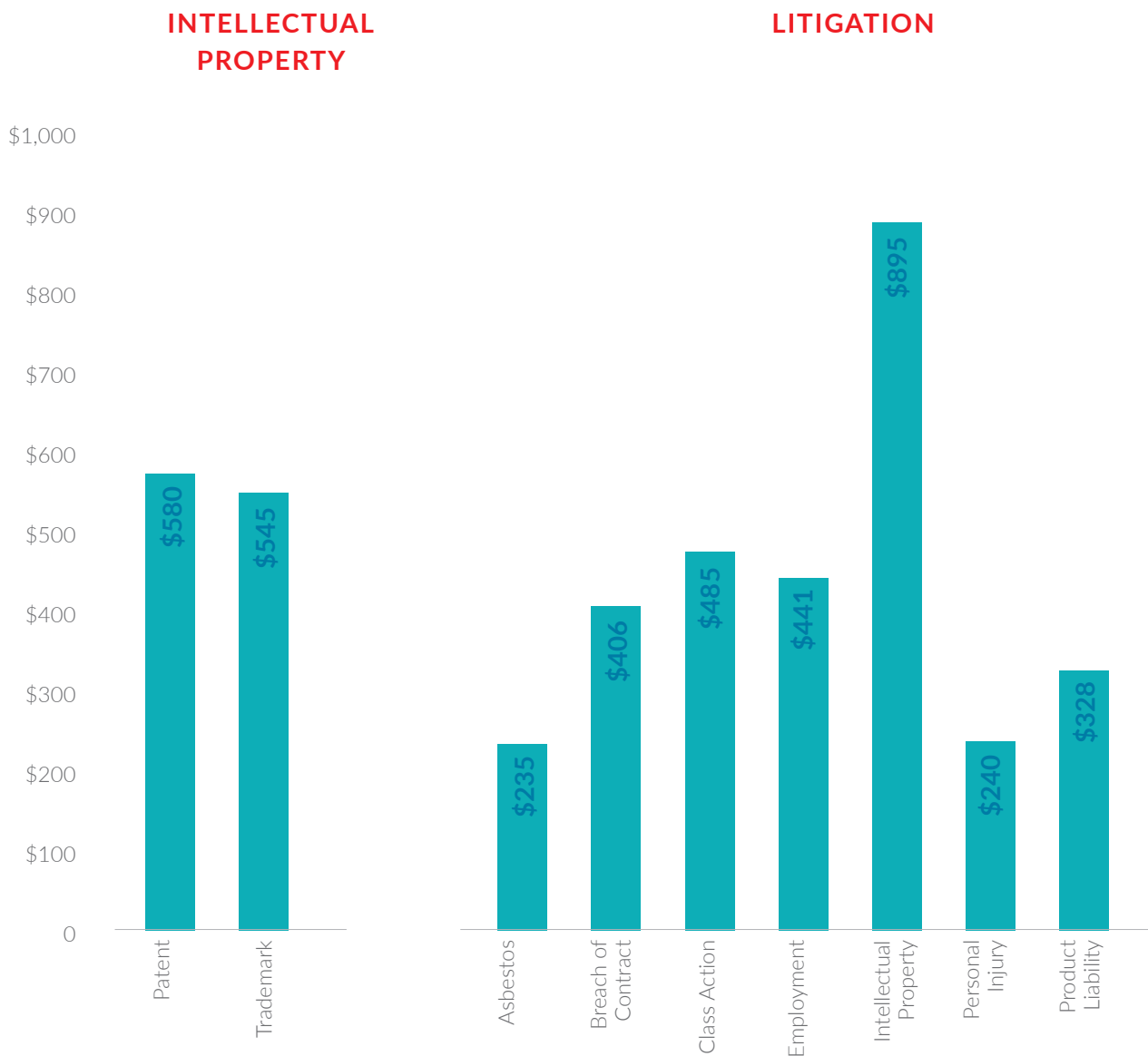
6B

KEY  
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## Median Partner Rates by Subcategory of Work

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

Based on 12 months of data ending December 31, 2021



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

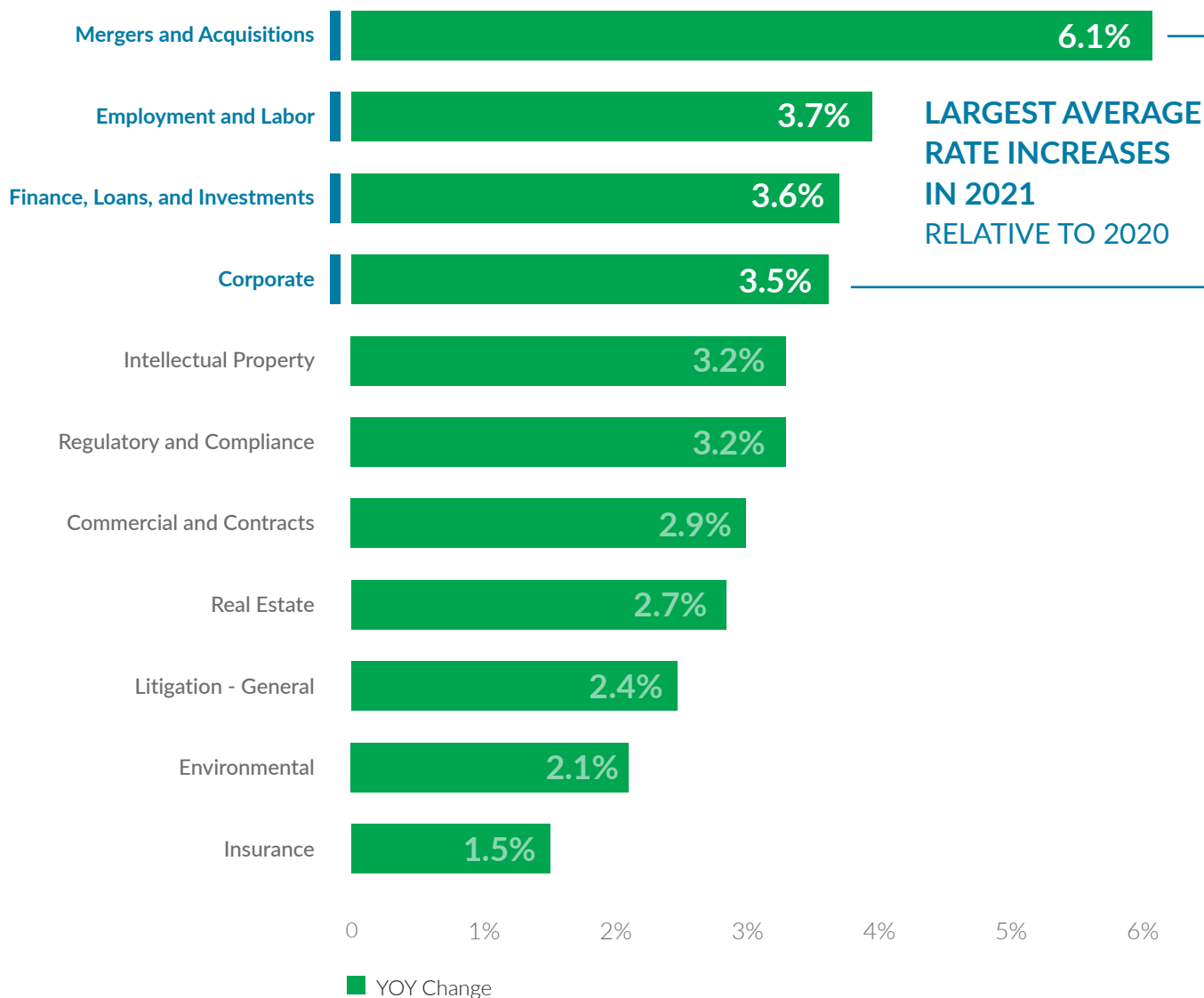
6C

KEY  
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## Partner Hourly Rate Growth by Practice Area

**FOUR PRACTICE AREAS LEAD PARTNER RATE GROWTH IN 2021**

Based on 12 months of data ending December 31, 2021



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

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

7A

KEY  
METRIC

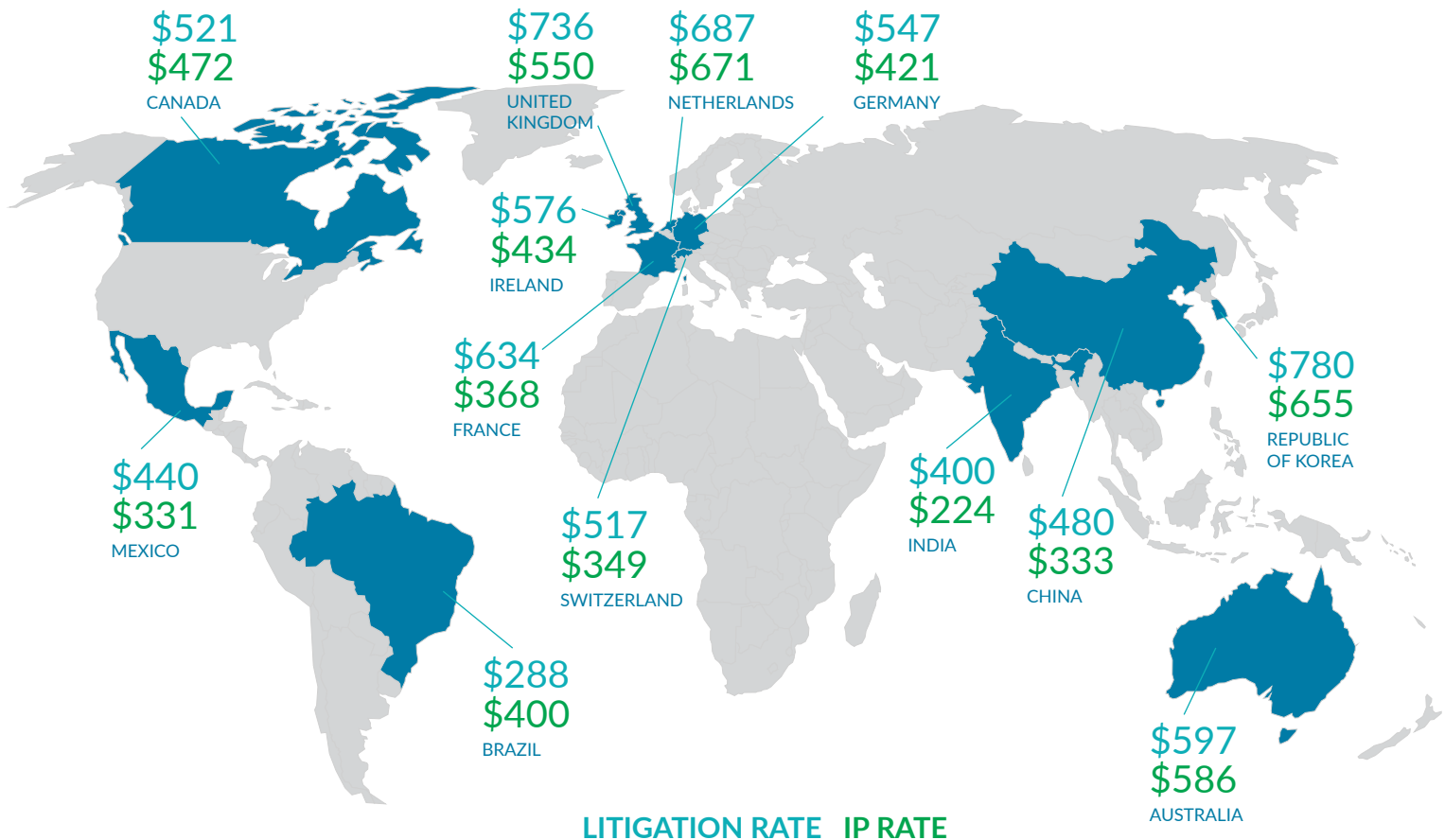
## International Partner Rates for Litigation and Intellectual Property (non-Litigation)

**CORPORATIONS HIRED INTERNATIONAL OUTSIDE COUNSEL FOR BOTH LITIGATION AND IP WORK**

Based on 12 months data ending December 31, 2021

**EXPANDED FOR 2021**

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



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

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

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

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

7B

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METRIC

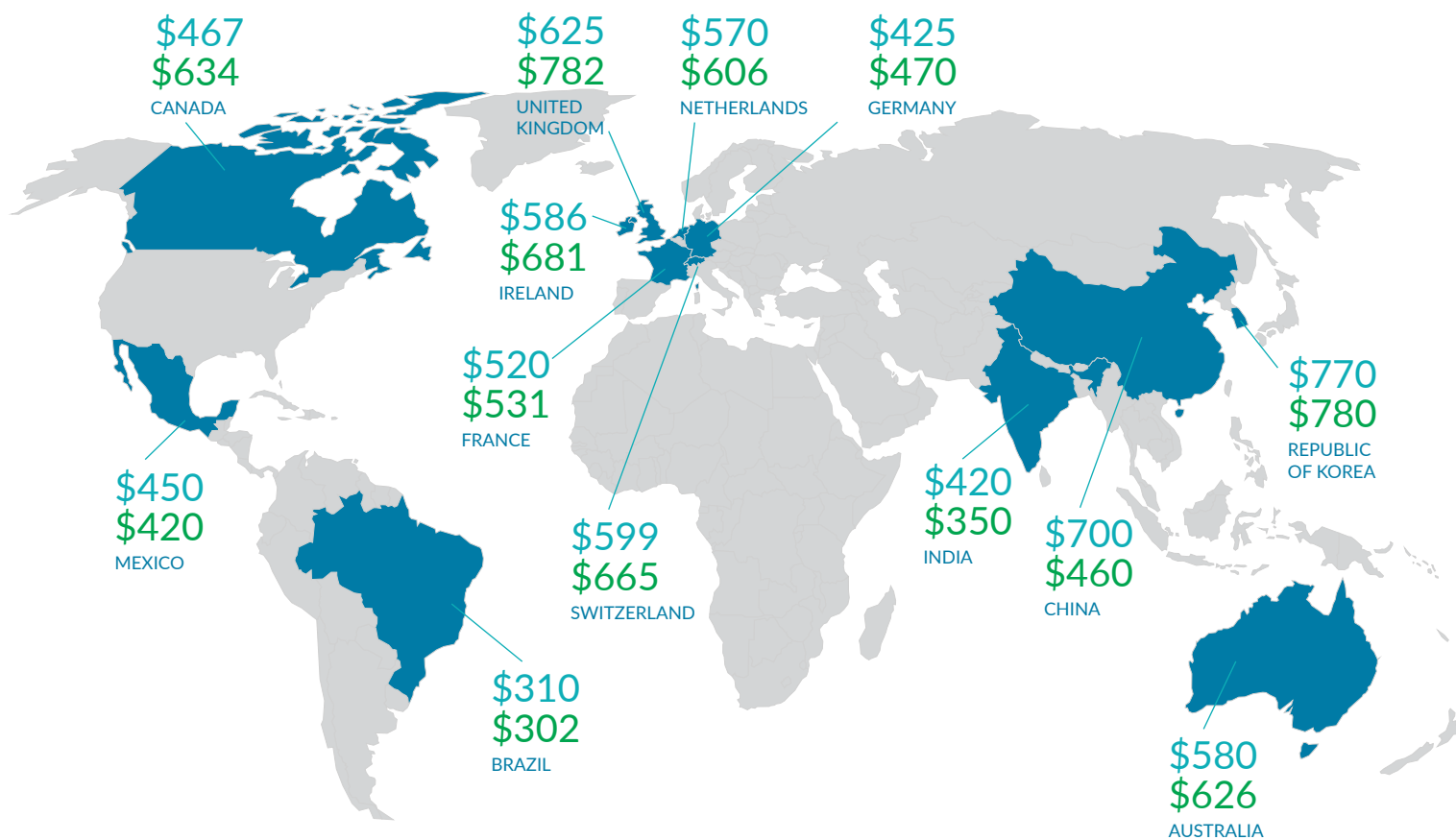
## International Partner Rates for Employment and Labor and Corporate

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

Based on 12 months data ending December 31, 2021

**EXPANDED FOR 2021**

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



**EMPLOYMENT & LABOR CORPORATE**



# About the Enterprise Legal Management Trends Report

## TERMINOLOGY:

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

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

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



## Expert Contributor

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

### Author

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

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

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

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

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

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

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**EXHIBIT 8**





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 [Volters 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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## 3 Opinion: The Power of 218



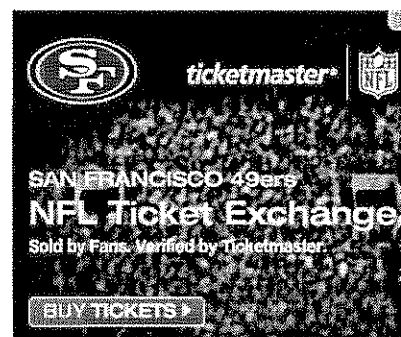
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More than a dozen leaders at major law firms declined to discuss rate increases on the record, though some said privately that the increase in associate rates could be caused in part by step increases as junior lawyers gain in seniority.

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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### The Firms

April 16, 2012 5:20 PM

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

Posted by Sara Randazzo

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

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

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

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

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

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

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

The report's key data points include:

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

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

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

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

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

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

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

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

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

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FEBRUARY 23, 2011

## Top Billers

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

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Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Racke, Kirk A.	Kirkland & Ellis LLP	Corporate			\$1,250	Reader's Digest Association Inc	2010
Taplin, Ish	Kirkland & Ellis LLP	Tax			\$1,220	Vision Corp.	2010
Schmidt, Gerhard	Watt Tieder	Finance	Corporate	Mergers and Acquisition	\$1,165	Aleris International	2010
Gon, Michelle Y.L.	Baker McKenzie	Real Estate	Mergers and Acquisition	Intellectual Property	\$1,163	Morris Liquidation Company	2010
Shustar, Andrew	Clarys Gottlieb	Bankruptcy			\$1,160	Truvo	2010
McDonald, Michael	Clarys Gottlieb	Corporate	Mergers and Acquisition		\$1,160	Truvo	2010
Vandermere, Dirk	Clarys Gottlieb	Environmental Litigation	Litigation		\$1,130	Truvo	2010
Reding, Jacques	Clarys Gottlieb	Bankruptcy	Mergers and Acquisition	Equities	\$1,130	Truvo	2010
McArdle, Wayne P.	Gibson Dunn	Corporate			\$1,110	Lehman Brothers Holding Inc	2010
DuBois, Pierre-André	Kirkland & Ellis LLP	Intellectual Property			\$1,105	Reader's Digest Association Inc	2010
Scheller, Brad	Fried Frank	Bankruptcy			\$1,100	Station Casinos	2010
Lewin-Smith, Guy	Debevoise & Plimpton LLP	Corporate			\$1,090	MGI Inc	2010
Brown, Michael	Jones Day	Finance	Litigation	Regulatory	\$1,075	Lehman Brothers Holding Inc	2010
Coffey, Lee	Jones Day	Litigation	International Law	Energy	\$1,075	Lehman Brothers Holding Inc	2010
Stueck, Barnaby C.	Jones Day	Bankruptcy			\$1,075	Lehman Brothers Holding Inc	2010
Kortan, Mitchel A.	Gibson Dunn	Litigation			\$1,075	Athletis	2010
Brockway, David	Bingham McCutchen	Corporate			\$1,065	Lehman Brothers Holding Inc	2010
Magee, John B.	Bingham McCutchen	Tax			\$1,065	Lehman Brothers Holding Inc	2010
Nelson, William F.	Bingham McCutchen	Tax			\$1,065	Lehman Brothers Holding Inc	2010
Pisillo, Bertie	Shearman & Sterling LLP	Tax			\$1,065	Worldspace	2010
Meyerson, Lee	Simpson Thacher	Capital Markets	Mergers and Acquisition		\$1,050	Washington Mutual	2010
Nesgos, Peter	Milbank Tweed	Finance			\$1,050	Sea Launch Company	2010
Clayton, Lewis	Paul Weiss	Intellectual Property			\$1,050	SP Wind Down Inc	2010
Flader, Robert	Paul Weiss	Labor and Employment			\$1,050	SP Wind Down Inc	2010
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, Deryok A.	Cadwalader	Finance	Bankruptcy	Mergers and Acquisition	\$1,050	Lyondell Chemical Company	2010
Aronzon, Paul	Milbank Tweed	Bankruptcy			\$1,050	Lehman Brothers Holding Inc	2010



Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Bray, Gregory	Milbank Tweed	Bankruptcy			\$1,050	Midway Games Inc	2010
Duhne, Dennis	Milbank Tweed	Bankruptcy			\$1,050	Lehman Brothers Holding Inc	2010
Schiff, Kenneth E.	Wells Global	Mergers and Acquisitions			\$1,030	Essexed Stay Inc	2010
Kar, Partha	Kirkland & Ellis LLP	Bankruptcy			\$1,030	Reader's Digest Association Inc	2010
Budd, Thomas M.	Gibson Dunn	Finance			\$1,027	Lehman Brothers Holding Inc	2010
Moore, Robert Jay	Milbank Tweed	Bankruptcy			\$1,025	Calm Jumper	2010
Dakin-Grimm, Linda	Milbank Tweed	Litigation			\$1,025	Lehman Brothers Holding Inc	2010
Davis, Trayton M.	Milbank Tweed	Finance	Bankruptcy	Investment Funds Litigation	\$1,025	Lehman Brothers Holding Inc	2010
Grutskikh, Jay D.	Milbank Tweed	International Law	Finance	Transportation	\$1,025	Lehman Brothers Holding Inc	2010
Heller, David S.	Latam/Walkins	Bankruptcy			\$1,025	In re: NEC Holdings Corp.	2010
Herschtal, Michal	Milbank Tweed	Tax	Real Estate	Finance	\$1,025	Lehman Brothers Holding Inc	2010
Magob, Rainer	Milbank Tweed	Finance			\$1,025	Lehman Brothers Holding Inc	2010
Tomback, Andrew E.	Milbank Tweed	Litigation	Finance		\$1,025	Lehman Brothers Holding Inc	2010
Sharp, Richard	Milbank Tweed	Litigation			\$1,025	Lehman Brothers Holding Inc	2010
Clowry, Kait J.K.	Paul Hastings	Corporate			\$1,021	Lehman Brothers Holding Inc	2010
Eagan, Mark J.	Paul Hastings	Real Estate			\$1,021	Lehman Brothers Holding Inc	2010
O'Sullivan, Ronan P.	Paul Hastings	Corporate	Real Estate		\$1,021	Lehman Brothers Holding Inc	2010
Lifshar, Richard S.	Cleary Gottlieb	Corporate	Finance	Mergers and Acquisition	\$1,020	Truve	2010
Danban, James A.	Cleary Gottlieb	Finance	Tax		\$1,020	Truve	2010
Pascoe, 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	Linklaters	Litigation			\$1,010	Noriel Networks	2010
Cox, Tim	Linklaters	Corporate			\$1,018	Noriel Networks	2010
Sachdev, Naveen V.	Kirkland & Ellis LLP	Corporate			\$1,015	Visteon Corp.	2010
Mayo, David	Paul Weiss	Tax			\$1,015	BP Wind Down Inc.	2010
Cohen, Joel	Gibson Dunn	Bankruptcy			\$1,014	Almasis	2010
Sullivan, Peter	Gibson Dunn	Intellectual Property	Litigation		\$1,014	Almasis	2010
Trinklein, Jeffrey	Gibson Dunn	Tax	Employee Benefits	Energy	\$1,014	Almasis	2010
Vance, Janet L.	Gibson Dunn	Finance	Corporate		\$1,014	Almasis	2010
Buffone, Steven P.	Gibson Dunn	Energy	Corporate	Finance	\$1,008	Almasis	2010
Jowit, Justin S.	Paul Hastings	Finance			\$1,004	Lehman Brothers Holding Inc.	2010
Gander, Fred R.	Dewey LeBoeuf LLP	Finance	Tax	Corporate	\$1000	Ambee	2010
Vysokil, Mary Kay	Simpson Thacher	Insurance	Litigation		\$1000	Washington Mutual	2010
Brown, Avri	Simpson Thacher	Employee Benefits	Executive Compensation		\$1000	American Safety Razor Company	2010
Etherton, Upame	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	Antitrust	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	Antitrust	Finance	Mergers and Acquisition	\$1000	Motors Liquidation Company	2010
Norwood, Andrew R.	Weil Gotshal	Finance			\$1000	Lehman Brothers Holding Inc.	2010
Ostrager, Barry R.	Simpson Thacher	Litigation			\$1000	Washington Mutual	2010
Horspool, Anthony	Weil Gotshal	Bankruptcy			\$1000	Lehman Brothers Holding Inc.	2010
Katy, Jacky	Weil Gotshal	Bankruptcy	Finance		\$1000	Lehman Brothers Holding Inc.	2010
Nadiri, 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, Susan	Allen & Overy LLP	Labor and Employment			\$1,152	BearingPoint	2009

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Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Huber, John J.	Latham Watkins	Capital Markets			\$1,120	Aviza Technology	2009
Reynolds, Michael	Allen & Overy LLP	Mergers and Acquisitions			\$1,111	Chemtura Corp.	2009
Norley, Lyndon E.	Kirkland & Ellis LLP	Bankruptcy			\$1,110	Chemtura Corp.	2009
Norley, Lyndon E.	Kirkland & Ellis LLP	Bankruptcy			\$1,100	Reader's Digest Association Inc	2009
Reiss, John M.	White & Case	Mergers and Acquisitions	Equities		\$1,100	Heartland Automotive Holdings	2009
Ollespie, 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
Finn, Sean	Latham Watkins	Tax			\$1,065	Aviza Technology	2009
Sefran, Lawrence	Latham Watkins	Finance			\$1,065	Aviza Technology	2009
Verbung, Leonard	Allen & Overy LLP	Labor and Employment			\$1,065	BearingPoint	2009
Lee-Lim, Jiyeon	Latham Watkins	International Law	Tax		\$1,065	Spanion	2009
Pisillo, Bernie	Bushman & Sterling LLP	Tax			\$1,065	Workspace	2009
Selder, Mitchell A.	Latham Watkins	Bankruptcy			\$1,065	Spanion	2009
Stokermans, Christiaan	Allen & Overy LLP	Corporate			\$1,062	BearingPoint	2009
Pohl, Timothy	Skadden	Bankruptcy	Litigation		\$1,050	Verasun Energy Corporation	2009
Laurie, 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
Zhinsky, 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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Milmo, J. Gregory	Skadden	Bankruptcy			\$1,050	Interstate Bakeries	2009
Braut, Elen	Allen & Overy LLP	Antitrust			\$1,038	Chemura Corp.	2009
Stroff, Neal	Skadden	Antitrust			\$1,035	Varian Energy Corporation	2009
Hayman, Ulfida C.	Skadden	Corporate	Mergers and Acquisitions		\$1,035	Interstate Bakeries	2009
Neckles, Peter J.	Skadden	Finance			\$1,032	Interstate Bakeries	2009
MacLachlan, James	Baker McKenna	Tax			\$1,029	Microm	2009
Keck, Cileen	Allen & Overy LLP	Corporate	Intellectual Property		\$1,026	BearingPoint	2009
Kelther, Eileen	Allen & Overy LLP	Mergers and Acquisitions			\$1,026	BearingPoint	2009
Fouflet, Francois	Vinson & Elkins	Capital Markets	Energy	International Law	\$1,026	MPF Holding US LLC and Official Committee Of Unsecured Creditors	2009
Riemann, 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
Butters, James	Clifford Chance	Mergers and Acquisitions			\$1,000	Lyondell Chemical Company	2009
Saferstein, 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: Vales partners, Washington, D.C. Notes: Based on recent filings in a range of bankruptcy cases. Some lawyers may have standard hourly rates above what they charged in these cases.

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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School
Adelson, Elliot A.	Partner	Litigation	Kirkland and Ellis	San Francisco	CA	United States	
Agnew, Aaron L.	Associate		Jones Day	San Francisco	CA	United States	
Alford, Henry	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	1980
Bass, Eric	Associate	Business Restructuring and Reorganization	Farella Braun and Martel	San Francisco	CA	United States	
Benavente, Peter J.	Partner	Business and Finance	Jones Day	San Francisco	CA	United States	1974
Berning, Scott M.	Associate	Commercial Litigation, Bankruptcy and Reorg	Morgan Lewis and Bockius	San Francisco	CA	United States	2007
Benjamin, David M.	Partner	Corporate	Pechelski, Sang, Zehl and Jones	San Francisco	CA	United States	
Borisch, Martha	Partner	Corporate Criminal Investigations	Jones Day	San Francisco	CA	United States	1999
Borstein, Jeffrey	Partner	White Collar Crime, Commercial Litigation	K and L Gates	San Francisco	CA	United States	
Brown, David W.	Partner	Business and Finance	Covington and Burling	San Francisco	CA	United States	
Browning, J. Taylor	Associate	Tort and Environmental Litigation	Morgan Lewis and Bockius	San Francisco	CA	United States	1996
Bunnicke, Brenda M.	Partner	Environmental Litigation	King and Spalding	San Francisco	CA	United States	1994
Castro, Ruth Ann	Associate	Corporate Finance and Real Estate	Farella Braun and Martel	San Francisco	CA	United States	
Christianson, C. Bishop	Partner	Business Restructuring and Reorganization	QMcHenry and Myers	San Francisco	CA	United States	380
Christman, Ryan M.	Associate	Business Restructuring and Reorganization	Kirkland and Ellis	San Francisco	CA	United States	
Comas, Michelle	Associate	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	315
Cosby, Peter J.	Equiast	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	2001
Davies, Doug	Partner	Employment	Farella Braun and Martel	San Francisco	CA	United States	1984
Doble, Sam	Partner	Business Transactions	Farella Braun and Martel	San Francisco	CA	United States	
Dick, Benjamin	Associate	Complex Commercial Litigation	Heller Ehrman	San Francisco	CA	United States	
Dick, Megan	Associate	Securities Litigation	Heller Ehrman	San Francisco	CA	United States	
Dobryzinski, Daniel T.	Associate	Real Estate	Jones Day	San Francisco	CA	United States	2007
Douglas, Scott	Partner	Construction	Farella Braun and Martel	San Francisco	CA	United States	
Durr, Heather	Associate		DLA Piper	San Francisco	CA	United States	

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400	745	775
	595	345
		725
525	590	
640		550
		580
380	675	
315		525
	585	585
510		
280		
575		350
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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School	Practicing Since	2006 Rates	2007 Rates	2008 Rates	2009 Rates
Egan, Charlotte C.	Associate	Trial	Jones Day	San Francisco	CA	United States	2006	1975	540	330		535
Esenerich, Robert L.	Partner	Bankruptcy and Restructuring	Cooley Godward Kronish	San Francisco	CA	United States						325
Engel, G. Lairy	Partner	Bankruptcy and Restructuring	Morrison and Foerster	San Francisco	CA	United States						685 725
Esperanza, Chysty	Associate	Labor and Employment	Farella Braun and Martel	San Francisco	CA	United States	1975					
Ford, Robert	Partner	Bankruptcy and Restructuring	Jones Day	San Francisco	CA	United States						
Frank, Michael T.	Partner	Bankruptcy and Restructuring	DLA Piper	San Francisco	CA	United States						
Fried, Joshua M.	Partner	Bankruptcy and Restructuring	Packard, Stern, Ziehl and Jones	San Francisco	CA	United States						
Friedrichs, John E.	Partner	Bankruptcy and Restructuring	Kirkland and Ellis	San Francisco	CA	United States						515
Garnett, Nathaniel P.	Associate	Bankruptcy and Restructuring	Jones Day	San Francisco	CA	United States	2006					595
Gerking, Tyler	Associate	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States						
Gibson, Dean	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States						
Ginsberg, Neil	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States						
Gross, John	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States						
Hall, Dan	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States						
Hall, Daniel	Associate	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States						
Hodkin, Frederick D.	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States						
Humphreys, Lynn M.	Of Counsel	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States						
Jin, Nancy	Associate	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States						
Jordan, Nan	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States						
Karim, Scott D.	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States						
Kaplan, Christopher W.	Associate	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	1994					590
Kalik, Tobias S.	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States	1990					750
Kim, Janny	Associate	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States						
Konradi, Curt	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States						
Kordstein, Sam	Partner	Bankruptcy and Restructuring	Farella Braun and Martel	San Francisco	CA	United States						

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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School Since	2006 Rates	2007 Rates	2008 Rates	2009 Rates
Laudsch, Justin	Counsel	Corporate Finance	Chelmsley and Jones Day	San Francisco	CA	United States	1997	540	540	540	625
Marshall, Robert G.	Partner	Employee Benefits and Exit Comp	Jones Day	San Francisco	CA	United States	1997	540	540	540	625
Mason, Dory	Associate	Real Estate and Insolvency	Farrish Braun and Martel	San Francisco	CA	United States	1997	540	540	540	625
McFarlane, Keith	Partner	Real Estate and Insolvency	Winston and Strawn	San Francisco	CA	United States	1997	540	540	540	625
McDonald, Brian D.	Associate	Trial Practice	Jones Day	San Francisco	CA	United States	1997	540	540	540	625
McKinn, Mark E.	Partner	Business and Finance	Kirkland and Ellis	San Francisco	CA	United States	1997	540	540	540	625
Myers, William A.	Partner	Insurance Liability and Recovery	Morgan, Lewis and Bockius	San Francisco	CA	United States	1997	540	540	540	625
Myers, Martin H.	Partner	Insurance Liability and Recovery	Jones Day	San Francisco	CA	United States	1997	540	540	540	625
Nages, Aditi	Associate	Litigation	Farrish Braun and Martel	San Francisco	CA	United States	1997	540	540	540	625
Nikolai, Casey M.	Associate	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1997	540	540	540	625
Olson, James C.	Partner	Banking and Finance	Jones Day	San Francisco	CA	United States	1997	540	540	540	625
Oso, Amanda M.	Associate	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1997	540	540	540	625
Osgood, Michael C.E.	Associate	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1997	540	540	540	625
Patten, Katie	Associate	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1997	540	540	540	625
Peterson, Karen H.	Associate	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1997	540	540	540	625
Potter, Thomas R.	Partner	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1997	540	540	540	625
Potter, Alex	Associate	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1997	540	540	540	625
Ragunath, Ramon	Associate	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1997	540	540	540	625
Rachey, Katherine S.	Partner	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1997	540	540	540	625
Ritter, Peter	Partner	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1997	540	540	540	625
Rocher, Laura	Associate	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1997	540	540	540	625
Rodriguez, Noel	Associate	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1997	540	540	540	625
Sabino, Cheryl	Counsel	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1997	540	540	540	625
Schickert, William	Partner	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1997	540	540	540	625
Selling, Jocelyn	Of Counsel	Banking and Finance	Kirkland and Ellis	San Francisco	CA	United States	1997	540	540	540	625

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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School	Practicing Since	2006 Rates	2007 Rates	2008 Rates	2009 Rates
Shepard, Michael	Associate	Securities Litigation	Heber Eisman	San Francisco	CA	United States	2008	2008	750			760
Shin, Susan	Associate	Labor and Employment	Hurlen and Williams	San Francisco	CA	United States						
Sproul, Leah	Associate	Commercial Litigation	K and L Gates	San Francisco	CA	United States						
Sproul, Leah	Associate	Commercial Disputes	King and Spalding	San Francisco	CA	United States						
Stephens, Eric	Associate	Business Transactions	Finkle Braun and Martel	San Francisco	CA	United States						
Stewart, Rhonda L.	Associate	Intellectual Property	Arnold and Porter	San Francisco	CA	United States						
Thakur, Alexander (Sasser)	Associate	Labor and Employment	O'Melveny and Myers	San Francisco	CA	United States						
Thompson, Grant	Associate	Tax	Finkle Braun and Martel	San Francisco	CA	United States						
Toggett, Christine D.	Associate		Paul, Hastings, Jordenfely and Walker	San Francisco	CA	United States						
Tripodi, Holden	Associate	Business Restructuring and Reorganization	Finkle Braun and Martel	San Francisco	CA	United States						
Trodeus, Robert A.	Partner	Finance, Corporate and Bankruptcy	James Day	San Francisco	CA	United States	1956		295			300
Ulland, Suzanne	Partner	Litigation	O'Melveny and Myers	San Francisco	CA	United States						
Vogt, Gary M.	Senior Legal Assistant	Business Transactions	Kirkland and Ellis	San Francisco	CA	United States			725			820
Waggoner, Kristine	Associate	Labor and Employment	Finkle Braun and Martel	San Francisco	CA	United States						
Wall, Gregory A.	Senior Attorney	Business Transactions	Squire Sanders and Dempsey	San Francisco	CA	United States			295			255
Wassels, Kelly	Associate	Litigation	Kirkland and Ellis	San Francisco	CA	United States						
Whalen, Joe	Partner	Insurance and Risk Management	Finkle Braun and Martel	San Francisco	CA	United States			520			395
White, Jack L.	Associate	Restructuring	Kirkland and Ellis	San Francisco	CA	United States						
Wilson, Nicholas	Counsel	Bankruptcy and Creditors Rights	O'Melveny and Myers	San Francisco	CA	United States			385			565
Woodruff, Kelly	Partner	New Century Financial Corp	Finkle Braun and Martel	San Francisco	CA	United States			485			
Zwicklin, Michael	Partner		Heller Eisman	San Francisco	CA	United States			515			

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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	\$ 980.00	4.50	4,320.00
P Condes, Julia	Davis Polk & Wardwell (CA)	1986	1990	CA	955.00	17.00	16,235.00
P Durheim, Scott	O'Melveny & Myers LLP (CA)	1975	1875	CA	860.00	1.10	946.00
P Tuchin, Michael	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	0.50	425.00
P Ballack, Karen	Weil, Gotshal & Manges 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	Herrington Bennett & Dorman LLP	1979	1979	CA	750.00	65.20	45,652.00
P Averch, Craig	White & Case LLP (CA)	1984	1984	CA	750.00	128.10	96,075.00
P Kharasch, Ira D.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1982	1982	CA	750.00	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.	Herrington Bennett & Dorman LLP	1976	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 Gorsich, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	176.20	117,173.00
P Brown, Kenneth H.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1977	1981	CA	650.00	27.30	17,745.00
P Fidler, David	Klee, Tuchin, Bogdanoff & Stern, LLP	1997	1998	CA	650.00	23.10	15,015.00
P Weismann, 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	35.60	22,962.00
P Montgometry, 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 DeCarra, Shiva	White & Case LLP (CA)	2003	2003	CA	600.00	183.70	119,220.00
P Vincent, Garth	Munger Toiles & Olson LLC	1988	1988	CA	600.00	124.60	74,760.00
A Scott, Melanie	White & Case LLP (CA)	2004	2004	CA	600.00	20.90	12,540.00
P Buchanan, Laura	Klee, Tuchin, Bogdanoff & Stern, LLP	1991	1991	CA	590.00	0.20	118.00
A Ger Kwang-chien, B.	Weil, Gotshal & Manges LLP (CA)	2003	2003	CA	570.00	28.50	16,530.00
A Edgell, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	2.50	1,651.00
P Heintz, Jeffrey	Munger Toiles & Olson LLC	1984	1984	CA	550.00	35.10	19,305.00
P Fulton, James	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1995	1995	CA	535.00	21.40	11,448.00
A Morse, Joshua	Munger Toiles & Olson LLC	1997	1997	CA	525.00	25.80	13,545.00
A Malachuk, Michael	Herrington Bennett & Dorman LLP	2000	2000	CA	505.00	13.10	6,615.50
A Barstow, Melissa	Weil, Gotshal & Manges LLP (CA)	2005	2005	CA	500.00	36.50	18,250.00
A Liu, Leslie	Weil, Gotshal & Manges LLP (CA)	2006	2006	CA	470.00	14.00	6,580.00
A Kaufman, Derek	Munger Toiles & Olson LLC	2005	2005	CA	450.00	508.30	228,735.00
A Hochmeister, Brian	Munger Toiles & Olson LLC	2002	2002	CA	435.00	0.30	130.50
A Nathan, Joseph	Weil, Gotshal & Manges LLP (CA)	2007	2007	CA	415.00	25.20	10,458.00
A Jasper, M. Lance	Munger Toiles & Olson LLC	2006	2006	CA	400.00	96.20	38,480.00
A Estandard, Barney	Munger Toiles & Olson LLC	2006	2006	CA	400.00	8.80	3,520.00
A Rubin, Erendira E.	O'Melveny & Myers LLP (CA)	2006	2006	CA	395.00	8.40	3,318.00

## California Rate Report

PROFESSIONAL	FIRM	GRADUATED		ADMITTED		STATE	RATE	HOURS	\$	TOTAL
		2004	2008	2004	2008					
A. Schneider, Bradley	Munger, Toles & Olson LLC					CA	\$ 385.00	1.30		513.50
A. Reason, Matthew	Weil, Gotshal & Manges LLP (CA)	2006		2008		CA	355.00	13.50		4,792.50
A. Guzman, Tanya	O'Melveny & Myers LLP (CA)	2007		2007		CA	330.00	2.50		825.00
PP Neglia, Ross	O'Melveny & Myers LLP (CA)						260.00	6.20		1,612.00
Finelison, Keitha	Pachniski Slang Zieni Young Jones & Weintraub (CA)						225.00	27.50		6,210.00
Jeffries, Patricia J.	Pachniski Slang Zieni Young Jones & Weintraub (CA)						225.00	0.40		90.00
PP Pearson, Sandra	Klee, Tucke, Bogdanoff & Stern, LLP					CA	215.00	1.90		408.50
PP Floyd, Kevin	Hendman Bennett & Dorman LLP						210.00	0.30		63.00
PP Krojts, Cheryl	Pachniski Slang Zieni Young Jones & Weintraub (CA)						205.00	2.20		451.00
CMA Pitman, Sharla	Pachniski Slang Zieni Young Jones & Weintraub (CA)						125.00	2.50		325.00

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***LEGAL BILLING REPORT***

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***August 2009***

***BY BILLING RATE***



## California rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P. Tolles, Stephen L.	Gibson Dunn & Crutcher, LLP (CA)	1982	1982	CA	\$ 860.00	0.10	\$ 86.00
P. Patterson, Thomas	Klee, Tuchin, Bogdanoff & Stern, LLP	1984	1984	CA	890.00	223.00	191,250.00
P. Tuchin, Michael	Klee, Tuchin, Bogdanoff & Stern, LLP	1980	1980	CA	850.00	74.40	63,240.00
P. Stern, David	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	850.00	32.50	27,850.00
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	840.00	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. Balack, Karen	Weil, Gotshal & Manges, LLP (CA)	1986	1986	CA	810.00	40.40	32,724.00
P. Ziehl, Dean A.	Pacholski Slag 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)	1980	1980	CA	750.00	1.90	1,425.00
P. Baker, James	Jones Day (CA)	1980	1980	CA	750.00	0.80	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.	Pacholski Slag Ziehl Young Jones & Weintraub (CA)	1997	1997	CA	740.00	6.30	4,662.00
P. Kornfeld, Alan	Pacholski Slag Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
A. Blot, Jeffrey E.	Slattery Austin Brown & Wood LLP (CA)	1987	1988	CA	700.00	110.90	77,630.00
P. Myers, Martin	Jones Day (CA)	1987	1987	CA	700.00	26.50	18,550.00
P. Grassl, David	Pacholski Slag Ziehl Young Jones & Weintraub (CA)	1991	1992	CA	695.00	5.50	3,822.50
A. Gustafson, Mark E.	White & Case LLP (CA)	1988	1988	CA	685.00	117.70	80,824.50
P. Alash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	39.40	28,595.00
A. Gershen, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	221.50	147,297.50
P. Montgomery, Cromwell	Gibson Dunn & Crutcher, LLP (CA)	1997	1997	CA	635.00	2.50	1,587.50
A. Neuman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	11.50	7,015.00
A. Debrahn, 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. Trodella, Robert	Jones Day (CA)	1995	1995	CA	600.00	35.30	21,180.00
A. Ger Kiang-chien, B.	Weil, Gotshal & Manges, LLP (CA)	2003	2003	CA	580.00	54.20	31,436.00
OC Metcalf, Brian	Klee, Tuchin, Bogdanoff & Stern, LLP	1998	1989	CA	575.00	12.40	7,130.00
A. Egoel, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	0.50	285.00
C. Crosby IV, Peter	Jones Day (CA)	1984	1984	CA	565.00	13.30	7,514.50
A. Martin, Bill	White & Case LLP (CA)	2006	2006	CA	550.00	45.80	25,190.00
A. Correa, Michelle	Jones Day (CA)	2001	2001	CA	525.00	1.70	892.50
OC Brandt, Gina F.	Pacholski Slag Ziehl Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
A. Malekic, Michael	Weil, Gotshal & Manges, LLP (CA)	2005	2005	CA	500.00	175.30	87,650.00
A. Rodriguez, Noel	Jones Day (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. Barshop, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	4.10	1,927.00
A. Liu, Leslie	Weil, Gotshal & Manges, LLP (CA)	2006	2006	CA	465.00	302.70	140,755.50
A. Chun, Sebyul	White & Case LLP (CA)	2008	2008	CA	460.00	162.10	74,566.00

## 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. Gussis, David	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	366.70	157,881.00
A. Pczmaniter, Courtney	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	23.20	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. Williams, Lorna S.	Gibson Dunn & Crutcher, LLP (CA)	2008	2008	CA	400.00	4.00	1,600.00
A. Simonds, Ariella	Sidley Austin Brown & Wood LLP (CA)	2008	2008	CA	375.00	49.30	18,487.50
A. Dearlhan, Kevin	Klee, Tuchin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	4.70	1,410.00
A. Elliot, Kerin	Klee, 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 Harits, Denise A.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				225.00	8.50	1,912.50
PP Grycenker, Michelle	McKenna Long & Aldridge LLP (CA)				215.00	40.60	8,729.00
PP Pearson, Sandra	Klee, Tuchin, Bogdanoff & Stern, LLP			CA	215.00	38.00	7,740.00
PP Brown, Thomas J.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)				195.00	2.00	390.00
LIB Jones, Carla H.	Gibson Dunn & Crutcher, LLP (CA)				165.00	0.50	82.50

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**LEGAL BILLING REPORT**

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***BY BILLING RATE***

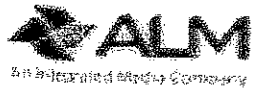
## California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Pachnisi, Richard M.	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1978	1978	CA	\$ 885.00	287.62	\$ 257,419.90
P Patterson, Thomas	Klee, Tuchin, Bogdanoff & Stern, LLP	1994	1994	CA	850.00	382.60	333,740.00
P Tietz, Michael	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	201.40	171,190.00
P Stiem, David	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	850.00	68.60	58,480.00
P Pachnisi, Richard M.	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1979	1979	CA	850.00	68.00	57,800.00
P Arnold, David	Gibson Dunn & Crutcher, LLP (CA)	1975	1975	CA	840.00	1.00	840.00
P Ziehl, Dean A.	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1978	1978	CA	825.00	258.75	211,406.25
P Timmons, Brian	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1991	1991	CA	820.00	240.60	197,282.00
P Lyons, Duane	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1986	1986	CA	820.00	60.20	65,764.00
P Oglet, Robert B.	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1981	1981	CA	785.00	357.30	284,053.50
P Richards, Jeremy	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1980	1980	CA	795.00	158.50	126,007.50
P Ziehl, Dean A.	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1978	1978	CA	795.00	94.00	74,730.00
P Ziehl, Dean A.	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1978	1978	CA	785.00	20.30	16,136.50
P Winston, Eric D.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1999	1999	CA	740.00	54.00	39,960.00
P Ong, Johanna Y.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1997	1997	CA	740.00	11.20	8,288.00
P Kornfeld, Alan	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
P Grassman, Debra I.	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1991	1992	CA	695.00	6.50	3,822.50
C Galin, Andrew	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1983	1983	CA	685.00	3.40	2,363.00
P Parker, Daryl	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1986	1970	CA	675.00	60.80	41,040.00
P McInerney, James	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1986	1987	CA	675.00	16.60	11,205.00
P Arash, Dara	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	14.80	9,990.00
P Davids, Ron	Klee, Tuchin, Bogdanoff & Stern, LLP	1985	1985	CA	650.00	1.40	910.00
A Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	3.70	2,287.00
C Hochman, Harry	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	585.00	100.80	59,976.00
A Newmark, Viktoria	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1986	1997	CA	595.00	32.50	18,397.50
C Cho, Shiny	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	595.00	19.40	11,543.00
C Hochman, Harry	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	575.00	57.60	33,120.00
A Dirckman, Jennifer	Klee, Tuchin, Bogdanoff & Stern, LLP	1988	1988	CA	575.00	1.40	805.00
OC Metcalf, Brian	Klee, Tuchin, Bogdanoff & Stern, LLP	1999	1999	CA	575.00	0.70	402.50
OC Brandt, Gina F.	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
A Heyn, Matthew	Klee, Tuchin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	109.70	54,301.50
P Brown, Gibran	Pachnisi Stang Zehn Young Jones & Weintraub (CA)	1989	1989	CA	495.00	0.50	247.50
A Barshon, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	2.10	987.00
A Liu, Leslie	Wall, Gelstein & Mancoske LLP (CA)	1997	1997	CA	465.00	9.80	4,557.00
P Phelan, Laurence	McKenna Long & Aldridge LLP (CA)	2005	2005	CA	450.00	2.70	1,215.00
A Guets, David	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	380.00	4.80	1,734.00
PP Santos, Joseph C	Quinn Emanuel Urquhart Oliver & Hedges, LLP	2008	2008	CA	300.00	16.60	4,980.00
A Elliot, Kevin	Klee, Tuchin, Bogdanoff & Stern, LLP	2008	2008	CA	250.00	20.30	5,075.00
PP Lacroix, Maurice	Quinn Emanuel Urquhart Oliver & Hedges, LLP						
LIB Fontaine, Leslie A.	Pachnisi Stang Zehn Young Jones & Weintraub (CA)				250.00	4.90	1,225.00

## California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
LIB Forrester, 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 Harrison, Felice	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				225.00	0.40	90.00
PP Gyncar, Michele	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				215.00	60.40	12,996.00
PP Pearson, Sandra	McKenna Long & Aldridge LLP (CA)				215.00	52.40	11,268.00
PP Brown, Thomas J.	Klee, Tustin, Bogdanoff & Stern, LLP				195.00	59.75	11,651.25
PP Brown, 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
LS Everheart, Christine	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				180.00	3.00	540.00
PP Sahn, Andrew	McKenna Long & Aldridge LLP (CA)				180.00	16.80	2,535.00
PP Bass, John	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				150.00	0.80	120.00





## 2010 NLJ Billing Survey

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Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Adams and Reese	New Orleans	\$265	\$550	\$250	\$344	\$290	\$195	\$229
2010	Akerman Senterfitt	Miami							
2010	Akin Gump Strauss Hauer & Feld	Washington							
2010	Allen Matkins Lack Gamble Mallory & Natsis	Los Angeles							
2010	Alston & Bird	Atlanta	\$515	\$865	\$450	\$627	\$590	\$270	\$405
2010	Andrews Kurth	Houston							
2010	Archer & Greiner	Haddonfield, NJ		\$560	\$305		\$340	\$175	
2010	Arent Fox	Washington		\$765	\$400		\$475	\$240	
2010	Armstrong Teasdale	St. Louis		\$475	\$300		\$325	\$200	
2010	Arnold & Porter	Washington							
2010	Baker & Daniels	Indianapolis							
2010	Baker & Hosteller	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	Banesch, Friedlander, Coplan & Aronoff	Cleveland	\$315	\$575	\$350	\$335	\$360	\$195	\$245
2010	Best Best & Krieger	Riverside, Calif.		\$550	\$310		\$395	\$225	



Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Bingham McCutchen	Boston							
2010	Blank Rome	Philadelphia	\$510	\$855	\$440	\$615	\$560	\$250	\$361
2010	Bond, Schoenack & King	Syracuse, NY	\$260	\$475	\$220	\$309	\$280	\$160	\$208
2010	Briggs and Morgan	Minneapolis	\$373	\$600	\$290	\$437	\$315	\$210	\$240
2010	Brinks Hofer Gilson & Lione	Chicago	\$435	\$725	\$345	\$541	\$420	\$195	\$308
2010	Broad and Cassel	Orlando, FL	\$307	\$475	\$260	\$372	\$350	\$175	\$242
2010	Brown Rudnick	Boston							
2010	Brownstein Hyatt Farber Schreck	Denver	\$391	\$810	\$295	\$463	\$360	\$200	\$256
2010	Bryan Cave	St. Louis	\$464	\$790	\$370	\$553	\$550	\$185	\$344
2010	Buchalter Nemer	Los Angeles	\$415	\$625	\$270	\$490	\$450	\$195	\$328
2010	Buchanan Ingersoll & Rooney	Pittsburgh		\$900	\$310		\$465	\$210	
2010	Burr & Forman	Birmingham, AL	\$328	\$500	\$210	\$361	\$335	\$200	\$250
2010	Butzel Long	Detroit		\$750	\$300		\$375	\$200	
2010	Cadwalader, Wickersham & Taft LLP	New York							
2010	Cahill Gordon Reindel LLP	New York							
2010	Carlton Fields	Tampa, FL	\$388	\$775	\$325	\$455	\$375	\$195	\$268
2010	Chadbourne & Parke	New York	\$456	\$995	\$390	\$769	\$625	\$110	\$442
2010	Chapman and Cutler	Chicago							
2010	Clark Hill	Detroit							
2010	Cooley	Palo Alto, CA							
2010	Covington & Burling	Washington							
2010	Cozen O'Connor	Philadelphia	\$422	\$880	\$310	\$497	\$585	\$225	\$326
2010	Crowell & Moring	Washington							
2010	Curtis, Mallet-Prevost, Colt & Mosie	New York	\$489	\$785	\$675	\$669	\$575	\$290	\$365
2010	Davis Wright Tremaine	Seattle	\$355	\$795	\$320	\$486	\$435	\$210	\$304
2010	Day Pitney	Florham Park, NJ							



Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Dewey & LeBoeuf LLP	New York							
2010	Dickinson Wright	Detroit		\$575	\$355		\$275	\$195	
2010	Dickstein Shapiro	Washington	\$546	\$950	\$525	\$656	\$530	\$265	\$420
2010	Dinsmore & Shohl	Cincinnati	\$302	\$590	\$220	\$360	\$300	\$175	\$222
2010	DLA Piper	Chicago							
2010	Dorsey & Whitney	Minneapolis	\$410	\$795	\$290	\$515	\$440	\$180	\$285
2010	Duane Morris	Philadelphia	\$483	\$850	\$240	\$550	\$480	\$135	\$349
2010	Dykema Gossett	Detroit	\$445	\$635	\$360	\$495	\$450	\$225	\$325
2010	Eckert Seamans Cherin & Melloff	Pittsburgh		\$625	\$250		\$320	\$150	
2010	Edwards Angell Palmer & Dodge	Boston	\$451	\$780	\$345	\$571	\$610	\$200	\$323
2010	Epstein Becker & Green	New York	\$429	\$850	\$350	\$520	\$450	\$180	\$325
2010	Faegre & Bensen LLP	Minneapolis							
2010	Finnegan, Henderson, Farabow, Garrett & Dunner	Washington							
2010	Fish & Richardson	Boston							
2010	Fisher & Phillips	Atlanta		\$505	\$340		\$360	\$220	
2010	Fitzpatrick, Calla, Harper & Scinto	New York		\$730	\$460		\$440	\$275	
2010	Foley & Lardner	Milwaukee	\$554	\$1,035		\$654		\$255	\$426
2010	Foley Hoag	Boston							
2010	Ford & Harrison	Atlanta		\$620	\$375		\$390	\$250	
2010	Fowler White Boggs	Tampa, FL	\$350	\$575	\$325	\$400	\$315	\$205	\$250
2010	Fox Rothschild	Philadelphia	\$407	\$690	\$315	\$473	\$475	\$235	\$298
2010	Frost Brown Todd	Cincinnati	\$279	\$515	\$200	\$326	\$250	\$150	\$189
2010	Fulbright & Jaworski	Houston							
2010	Gardere Wynne Sewell	Dallas	\$445	\$815	\$380	\$531	\$445	\$195	\$311
2010	Gibbons	Newark, NJ	\$404	\$790	\$390	\$479	\$450	\$250	\$289
2010	Gibson, Dunn & Crutcher LLP	Los Angeles							
2010	Godfrey & Kahn	Milwaukee		\$495	\$325		\$340	\$180	
2010	Goodwin Procter	Boston							

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Gordon & Rees	San Francisco, CA							
2010	GrayRobinson	Orlando, FL		\$750	\$225		\$315	\$150	
2010	Greenberg Traurig	New York	\$453	\$875	\$355	\$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	\$355	\$635	\$285	\$415	\$530	\$170	\$295
2010	Honigman Miller Schwartz and Cohn	Detroit							
2010	Hughes Hubbard & Reed LLP	New York							
2010	Hunton & Williams	Richmond, VA							
2010	Husch Blackwell	St. Louis	\$329	\$804	\$230	\$357	\$415	\$171	\$220
2010	Ice Miller LLP	Indianapolis							
2010	Irell & Manella	Los Angeles							
2010	Jackson Kelly	Charleston, WV		\$495	\$245		\$275	\$155	
2010	Jackson Lewis	White Plains, NY	\$364	\$715	\$260	\$428	\$440	\$150	\$282
2010	Jones Day	Washington							
2010	Jones, Walker, Waechter, Poitavent, Carrara & Denegre	New Orleans		\$620	\$195		\$275	\$140	
2010	K&L Gates	Pittsburgh							
2010	Kelley Drye & Warren	New York		\$900	\$465		\$565	\$275	
2010	Kenyon & Kenyon LLP	New York							

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Kilpatrick Stockton	Atlanta	\$425	\$730	\$375	\$527	\$465	\$225	\$320
2010	Kirkland & Ellis	Chicago							
2010	Knobbe, Martens, Olson & Bear	Irvine, CA	\$432	\$710	\$395	\$511	\$450	\$285	\$332
2010	Kramer Levin Naftalis & Frankel	New York							
2010	Lane Powell	Seattle	\$349	\$600	\$310	\$431	\$350	\$230	\$278
2010	Lathrop & Gage	Kansas City		\$490	\$255		\$265	\$180	
2010	LeClairRyan, Professional Corporation	Richmond, VA							
2010	Leonard, Street and DeNard	Minneapolis							
2010	Lewis and Roca	Phoenix, AZ							
2010	Lewis Brisbois Bisgaard & Smith	Los Angeles							
2010	Lewis, Rice & Fingersh	St. Louis		\$460	\$260		\$315	\$150	
2010	Lindquist & Vennum	Minneapolis	\$330			\$415			\$235
2010	Littler Mendelson	San Francisco	\$372	\$650	\$290	\$445	\$480	\$210	\$296
2010	Locke Lord Bissell & Liddell	Dallas	\$486	\$1,120	\$400	\$599	\$525	\$215	\$320
2010	Loeb & Loeb	New York		\$975	\$475		\$575	\$275	
2010	Lowenstein Sandler	Roseland, NJ		\$825	\$440		\$575	\$235	
2010	Luce, Forward, Hamilton & Scripps	San Diego		\$670	\$350		\$445	\$245	
2010	Manatt, Phelps & Phillips	Los Angeles	\$568	\$850	\$525	\$651	\$525	\$200	\$405
2010	Marshall, Dennehey, Warner, Coleman & Goggin	Philadelphia		\$410	\$145		\$320	\$130	
2010	Maynard, Cooper & Gale	Birmingham, AL		\$600	\$325		\$295	\$235	
2010	McAndrews, Held & Malloy	Chicago		\$675	\$260		\$350	\$225	

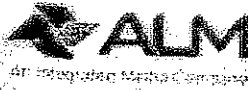
Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	McCarter & English	Newark, NJ	\$355	\$825	\$360	\$498	\$405	\$215	\$313
2010	McElroy, Deutsch, Mulvaney & Carpenter	Morristown, N.J.	\$210	\$550	\$295	\$280	\$275	\$150	\$190
2010	McGuireWoods	Richmond, Va.	\$455	\$830	\$325	\$543	\$600	\$220	\$355
2010	McKenna Long & Aldridge	Atlanta	\$455	\$775	\$375	\$540	\$490	\$220	\$366
2010	Michael Best & Friedrich	Milwaukee	\$346	\$650	\$235	\$400	\$320	\$190	\$239
2010	Miles & Stockbridge	Baltimore		\$695	\$325		\$370	\$220	
2010	Miller & Martin	Chattanooga, TN	\$328	\$610	\$235	\$361	\$275	\$180	\$218
2010	Miller, Canfield, Paddock and Stone	Detroit							
2010	Montgomery, McCracken, Walker & Rhoads	Philadelphia		\$625	\$380	\$461	\$395	\$205	\$284
2010	Moore & Van Allen	Charlotte N.C.	\$364	\$785	\$265	\$441	\$350	\$180	\$257
2010	Morgan, Lewis & Bockius	Philadelphia							
2010	Morris, Manning & Martin	Atlanta	\$424	\$760	\$425	\$492	\$545	\$225	\$353
2010	Morrison & Foerster	San Francisco, CA							
2010	Munger, Tolles & Olson	Los Angeles							
2010	Neal, Gerber & Eisenberg	Chicago							
2010	Nelson Mullins Riley & Scarborough	Columbia, SC	\$347	\$850	\$245	\$399	\$335	\$185	\$248
2010	Nexsen Pruet	Columbia, SC		\$625	\$230		\$250	\$160	
2010	Nixon Peabody	New York	\$429	\$905	\$375	\$613	\$580	\$195	\$388
2010	O'Melveny & Myers	Los Angeles							
2010	Ogletree, Deakins, Nash, Smoak & Stewart	Greenville, S.C.	\$351	\$575	\$300	\$389	\$390	\$195	\$285



Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Orrick, Herrington & Sutcliffe	San Francisco, CA							
2010	Parker Poe Adams & Bernstein LLP	Charlotte N.C.							
2010	Patton Boggs	Washington	\$482	\$990	\$355	\$645	\$550	\$215	\$399
2010	Paul, Hastings, Janofsky & Walker	New York							
2010	Paul, Weiss, Rifekind Wharton & Garrison LLP	New York							
2010	Pepper Hamilton	Philadelphia	\$326	\$825	\$420	\$547	\$465	\$230	\$329
2010	Perkins Coie	Seattle	\$447	\$825	\$275	\$534	\$570	\$200	\$354
2010	Phelps Dunbar	New Orleans	\$226	\$385	\$180	\$272	\$240	\$145	\$183
2010	Phillips Lytle	Buffalo, NY	\$255	\$535	\$260	\$352	\$450	\$150	\$283
2010	Pillsbury Winthrop Shaw Pittman	New York							
2010	Polsinelli Shughart	Kansas City, MO		\$600	\$250		\$325	\$185	
2010	Quarles & Brady	Milwaukee	\$364	\$660	\$290	\$438	\$400	\$210	\$260
2010	Read Smith	Pittsburgh							
2010	Reinhart Boerner Van Duren	Milwaukee							
2010	Roetzel & Andress	Akron, OH	\$317	\$525	\$225	\$357	\$325	\$165	\$243
2010	Rutan & Tucker	Costa Mesa, CA		\$650	\$355		\$450	\$225	
2010	Saul Ewing	Philadelphia	\$412	\$800	\$320	\$491	\$475	\$225	\$310
2010	Schiff Hardin LLP	Chicago							
2010	Schnader Harrison Segal & Lewis	Philadelphia							
2010	Schulte Roth & Zabel	New York		\$895	\$735		\$690	\$275	
2010	Schwabe, Williamson & Wyatt	Portland, OR	\$350	\$540	\$310	\$415	\$450	\$200	\$260
2010	Sedgwick, Detert, Moran & Arnold	San Francisco							
2010	Seyfarth Shaw	Chicago	\$377	\$770	\$335	\$505	\$535	\$185	\$325

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Sheppard Mullin	Los Angeles		\$820	\$495		\$620	\$270	
2010	Sherman & Howard	New York							
2010	Shook, Hardy & Bacon	Kansas City, MO							
2010	Shumaker, Loop & Kendrick	Toledo, OH	\$331	\$540	\$250	\$366	\$315	\$185	\$246
2010	Skadden, Arps, Slate, Meagher & Flom	New York							
2010	Smith, Gambrell & Russell	Atlanta		\$740	\$325		\$440	\$195	
2010	Snell & Wilmer	Phoenix	\$338	\$795	\$315	\$486	\$550	\$175	\$282
2010	Squire, Sanders & Dempsey	Cleveland							
2010	Stephoe & Johnson LLP	Washington							
2010	Stevens & Lee	Reading, PA							
2010	Stinson Morrison Hecker	Kansas City, MO							
2010	Stites & Harbison	Louisville, KY							
2010	Stoel Rives	Portland, OR	\$381	\$600	\$315	\$441	\$390	\$190	\$270
2010	Strasburger & Price	Dallas	\$336	\$617	\$250	\$372	\$306	\$194	\$243
2010	Sullivan & Worcester	Boston	\$537	\$830	\$475	\$647	\$535	\$290	\$383
2010	Sutherland Asbill & Brennan	Atlanta							
2010	Taft, Stettinius & Hollister	Cincinnati	\$315	\$500	\$220	\$358	\$365	\$165	\$227
2010	Thompson & Knight	Dallas		\$825	\$410		\$440	\$265	
2010	Thompson Coburn	St. Louis		\$610	\$300		\$395	\$190	
2010	Townsend and Townsend and Crew	San Francisco, CA	\$320	\$750	\$470	\$563	\$460	\$260	\$345
2010	Troutman Sanders	Atlanta							
2010	Ulmer & Berne	Cleveland		\$565	\$260		\$375	\$185	
2010	Vedder Price	Chicago	\$425	\$720	\$370	\$483	\$365	\$255	\$326
2010	Venable	Washington	\$484	\$950	\$445	\$590	\$500	\$280	\$353

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



# 2010 NLJ Associate Class Billing Survey

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



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

Fiscal Year	Firm Name	Associate Class							
		1st year	2nd year	3rd year	4th year	5th year	6th year	7th year	8th year
2010	Frost Brown Todd	\$150							
2010	Gardere Wynne Sewell	195	240	260	280	300	315	355	385
2010	Harris Beach	\$155	\$170	\$200	\$230	\$230	\$230	\$250	\$250
2010	Hiscock & Barclay	\$150 - \$340	\$150-340	\$165 - \$360	\$165 - \$360	\$165 - \$360	\$175 - \$380	\$175 - \$380	\$185 - \$440
2010	Kelley Drye & Warren	\$305	\$340	\$370	\$410	\$435	\$455	\$485	510
2010	Kilpatrick Stockton	250	275	310	325	335	360	375	385
2010	Knobbe Martens Olson & Bear	\$285	\$310	\$335	\$360	\$385			
2010	Lindquist & Vennum	\$200	\$210	225	235	245	260	265	290
2010	Locke Lord Bissell & Liddell	\$215	\$230	\$253	\$270	\$300	\$321	\$349	\$386
2010	Loeb & Loeb	\$350 - \$375							
2010	Maynard, Cooper & Gale	\$235	\$235	\$245	\$255	\$270	\$280	\$295	
2010	McElroy, Deutsch, Mulvaney &	\$150	\$175	\$185	\$195	\$200	\$205	\$210	\$220
2010	McKenna Long & Aldridge	279	312	325	346	363	381	382	415
2010	Montgomery, McCracken, Walker	\$205	\$215	\$235	\$255	\$275	\$295	\$315	\$335
2010	Morris, Manning & Martin	\$200	\$265	\$310	\$340	\$365	\$390	\$415	\$425

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

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



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

Amy Kolz

The American Lawyer

December 16, 2009

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

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

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

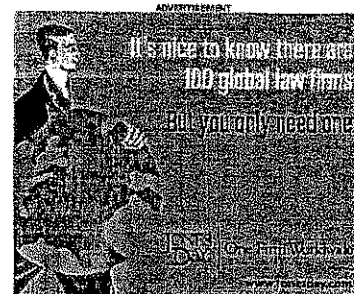
Absent from the \$1,000 club are Weil, Gotshal & Manges restructuring gurus Harvey Miller and Marcia Goldstein. Both clocked rates of \$950 an hour for their work on the Lehman Brothers and BearingPoint Inc. bankruptcies, respectively. Also, Kirkland & Ellis' James Sprayregen billed \$965 an hour for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

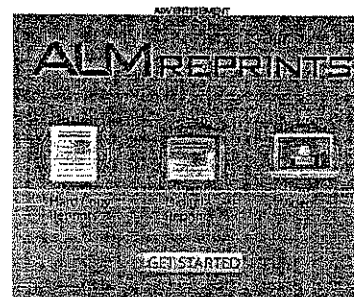
The bankruptcy case with one of the highest median partner rates was Nortel Networks. The phone equipment maker paid firms such as Cleary and Kirkland a median partner rate of \$940. Firms working on the Lehman filing billed a median partner rate of \$810 during the time period, while firms working on 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 \$800 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	\$690	79



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Kirkland	\$675	149
Sonnenschein	\$625	47

\*U.S.-based partners only.

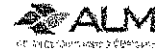
The American Lawyer will publish a detailed analysis of the bankruptcy billing rates in its February 2010 issue.

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

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

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

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## THE NATIONAL LAW JOURNAL

The National Law Journal

January 13, 2014 Monday

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

**LENGTH:** 1860 words

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

**BYLINE:** KAREN SLOAN

**BODY:**

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

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

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

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

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

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

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

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

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

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

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

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

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

## THE ROLE OF GEOGRAPHY

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

hour or more for contracts and commercial work.

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

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

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

## BILLING SURVEY METHODOLOGY

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

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

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

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

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

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

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

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

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

FIRM NAME	LARGEST U.S. OFFICE*	AVERAGE FULL-TIME EQUIVALENT ATTORNEYS*	PARTNER HOURLY RATES	ASSOCIATE HOURLY RATES	AVERAGE	HIGH	LOW
* 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 <a href="http://nlj.com">NLJ.com</a> .							
** Firm did not exist in this form for the entire year.							
Debevoise & Plimpton	New York	615	\$1,055	\$1,075	\$955	\$490	\$760
Paul, Weiss,	New York	803	\$1,040	\$1,120	\$760	\$600	\$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
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## 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)

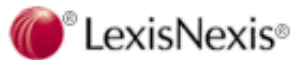
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BUSINESS OF LAW

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

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

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

Although a billable rate of \$1,000 per hour was newsworthy only five years ago, top partners at the nation's biggest and best-known corporate law firms are now billing at rates nudging \$1,500 per hour, according to the Wall Street Journal (<http://www.wsj.com/articles/legal-fees-reach-new-pinnacle-1-500-an-hour-1454960708?cb=logged0.10928983175737395>) (sub. req.).

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

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

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



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

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## **FIRM RESUME**

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

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

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

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

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

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

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

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

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

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



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

### **SCOTT A. BURSOR**

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

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

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

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



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

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

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

### **Representative Cases**

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

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

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

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

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

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

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

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

### **L. TIMOTHY FISHER**

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

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

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

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

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

### **Representative Cases**

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

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

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

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

### **Selected Published Decisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Selected Class Settlements**

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

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

fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**JOSEPH I. MARCHESE**

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

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

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

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

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

**Selected Published Decisions:**

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

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

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

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

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



**Selected Class Settlements:**

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

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

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

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

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

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

**SARAH N. WESTCOT**

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

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

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

Sarah is admitted to the State Bars of California and Florida, and is a member of the bars of the United States District Courts for the Northern, Central, Southern, and Eastern Districts of

California, the United States District Courts for the Southern and Middle Districts of Florida, and the bars of the United States Courts of Appeals for the Second, Eighth, and Ninth Circuits.

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

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

### **JOSHUA D. ARISOHN**

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

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

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

### **Selected Published Decisions:**

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

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

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

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



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

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

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

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

**Selected Class Settlements:**

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

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

**JOEL D. SMITH**

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

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

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

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

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

**Selected Published Decisions:**

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

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

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

**Selected Class Settlements:**

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

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

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

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

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

**NEAL J. DECKANT**

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

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

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

**Selected Published Decisions:**

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

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

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

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

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

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

**Selected Class Settlements:**

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

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

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

**Selected Publications:**

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

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

**YITZCHAK KOPEL**

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

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

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

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

**Selected Published Decisions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Selected Class Settlements:**

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

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

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

**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® every year since 2019.

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

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

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

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

**Selected Published Decisions:**

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

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

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

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

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

**Selected Class Settlements:**

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

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

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

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

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

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

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

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

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

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

### **ALEC M. LESLIE**

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

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

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

### **Selected Class Settlements:**

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

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

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

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

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

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

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

#### **STEPHEN BECK**

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

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

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

#### **BRITTANY SCOTT**

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

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



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

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

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

**Selected Class Settlements:**

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

**MAX S. ROBERTS**

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

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

Outside of the law, Max is an avid triathlete.

**Selected Published Decisions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Bar Admissions**

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

**CHRISTOPHER R. REILLY**

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

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

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

**JULIA K. VENDITTI**

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

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

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

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

**JULIAN DIAMOND**

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

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

**MATTHEW GIRARDI**

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

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

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



# LIDDLE | SHEETS | COULSON

## CLASS ACTION AND COMPLEX LITIGATION

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### FIRM RESUME

Liddle Sheets Coulson P.C. is Detroit, Michigan law firm that has concentrated its practice on representing individuals in class action and multi-plaintiff litigation for more than 20 years. The firm's attorneys have been appointed class counsel in over 100 cases, including in state, federal, and bankruptcy courts in states across the country. The firm has obtained numerous groundbreaking settlements, litigated numerous successful appeals, and contributed to scholarship in the areas of environmental and class action law.

#### Representative cases include:

*Dykehouse v. 3M Company*, Case No. 1:19-cv-01225 (W.D. Mich.) wherein the firm obtained an \$11.9 million settlement for the residents of Parchment, Michigan after their municipal drinking water was found to be contaminated with PFAS chemicals. Class members received significant individual payments despite substantial hurdles, including the potential limitation of damages because the contamination was only known for 30 days before the city's water source was changed. Believed to be the first PFAS water contamination anywhere to which 3M, the inventor and major producer of the chemicals, has been a party.

*McKnight v. Uber* (Case No. 3:14- cv-05615-JST) (ND. Cal.) co-lead class counsel in a a \$32,500,000 class action settlement of claims regarding Uber's widely reported "Safe Rides Fee," safety measures, and background check process for potential drivers.

*Michaely, et al v. Browning-Ferris Industries of California, Inc.* Case No. BC 497125 (Superior Court of the State of California, County of Los Angeles- Central Division), firm reached a total settlement of \$9.5 million for residents of a neighborhood afflicted by ongoing air pollution from a landfill. Believed to be one of the largest ever landfill emissions class action settlements that did not involve personal injury claims.

*Etheridge v City of Grosse Pointe Park*, Case No. 95-527115NZ (Wayne County, MI Third Circuit Court) where, in 1998, partner Steven Liddle was able to end Grosse Pointe Park's 60-year practice of dumping untreated sewage into a canal system that bordered the plaintiffs' property. The defendant had to pay \$3.8 million in monetary damages to the plaintiffs. This was the first instance where we successfully used the class action mechanism to address localized environmental concerns.

*In Re: Lessard*, Case No. 00-74306 (E.D. Mich) - Extensively litigated the issue of governmental immunity for sewage invasions, including a certified question to the Michigan Supreme Court. While we prevailed on behalf of our thousands of clients under

a traditional trespass/nuisance theory, the supreme court utilized prospective application to limit the holding in future cases, depriving future victims of redress. Rather than accept this outcome, we led a grassroots campaign that led to the enactment of Public Act 222 of 2001 (MCL 691.1416 et seq.). The act created one of the few exceptions to governmental immunity in Michigan, allowing a homeowner to seek damages arising from a sewage backup. The enactment of this law has enabled thousands of Michigan homeowners to receive reimbursement for property loss occasioned by a sewage backup and has incentivized numerous municipalities to upgrade their sewer infrastructure to prevent future events.

Notable appellate decisions of the firm include *Baptiste v. Bethlehem Landfill Co.*, 965 F.3d 214 (3d Cir. 2020); *Clark-Floyd Landfill, LLC v. Gonzalez*, No. 19A-CT-2680, 2020 Ind. App. LEXIS 257, at \*21 (Ct. App. June 18, 2020) (unanimously affirming grant of class certification on defendant's interlocutory appeal); *Bell v. Cheswick Generating Station*, 734 F.3d 188, 190 (3d Cir. 2013) (circuit-wide issue of first impression holding that claims of plaintiffs and class were not preempted by federal statutory scheme, now adopted by several federal circuits and states); *Olden v. Lafarge Corp.*, 383 F.3d 495, 497 (6th Cir. 2004) (overruling prior precedent that prohibited aggregating class damage for jurisdictional purposes and affirming district court's grant of class certification).

**Steven D. Liddle, Managing Partner**

Steven D. Liddle has been litigating complex civil cases, predominantly class actions, since 1991. He is a recipient of Michigan Lawyers Weekly's "Lawyers of the Year" award for his representation of thousands of homeowners impacted by environmental contamination. He was named to Crain's Detroit Business 2003 "40 Under 40". In the *Fox Creek* litigation, he resolved a 60-year-old ongoing environmental problem for residents of the lower east side of Detroit. For decades, sewage had been discharged into a canal system that bordered their homes. Mr. Liddle resolved the case for \$3.8 million in damages and the installation of a new \$25 million sewage system to eliminate future discharges. Since that time, Mr. Liddle has successfully represented hundreds of thousands of individuals in environmental claims against corporate and municipal entities, recovering many millions of dollars. He has also served as an adjunct professor at Michigan State University Detroit College of Law, where he taught complex litigation.

Steve uses his decades of experience in the class action space to oversee the firm's rapid growth into new, important areas of practice. Under his direction, the firm has expanded into consumer, securities, data protection, and other litigation, as well as mass torts and mass arbitrations.

Mr. Liddle is a member of the bar of the State of Michigan and is admitted to the bars of the United States District Courts for the Eastern District of Michigan, the Western District of Michigan, the Western District of New York, and the Eastern District of Wisconsin. Mr. Liddle is also admitted to the United States Court of Appeals for the Sixth Circuit and the Supreme Court of the United States.

Steve Liddle graduated from Michigan State University in 1987 and received his Juris Doctor in 1991 from the University of Detroit Mercy Law School.

**Laura L. Sheets, Partner**

Laura L. Sheets has successfully litigated environmental tort cases in Michigan and elsewhere since 2001. Her efforts have resulted in many millions of dollars in monetary recoveries and improvements to the quality of life in dozens of neighborhoods. She served as interim co-lead and class counsel in *Holder, et al v. Enbridge Energy L.P., et al*, Case No. 1:10-cv-752 (W.D. Mich. 2010), the class action litigation that arose from the 2010 Kalamazoo River oil spill. She has successfully resolved dozens of cases against a variety of industrial polluters in numerous jurisdictions, both in state and federal courts. In 2013, Attorney at Law magazine profiled her efforts on behalf of homeowners in environmental cases. She presently represents residents impacted by environmental contamination in at least seven states.

Ms. Sheets is a member of the Bar of Michigan and is admitted to the United States District Courts for the Eastern District of Michigan and Western District of Michigan.

Ms. Sheets graduated from Wayne State University with honors in 1998 and received her Juris Doctor from Wayne State University Law School in 2001.

### Nicholas A. Coulson, Partner

Courts throughout the country have appointed Mr. Coulson to represent millions of people in dozens of class actions, including in the fields of environmental, securities, and consumer protection litigation. He is proud to have worked to recover many millions of dollars for his clients, and to improve the lives of those impacted by industrial emissions, contamination, and corporate greed. He has successfully litigated numerous appeals in class actions in both state and federal courts, and his publications include topics related to class actions, civil procedure, and environmental law.

Some of Nick's recent achievements include the litigation and resolution of *Dykehouse v. 3M Company*, Case No. 1:19-cv-01225 (W.D. Mich.), wherein he obtained an \$11.9 million settlement for the residents of Parchment, Michigan after their municipal drinking water was found to be contaminated with PFAS chemicals; *McKnight v. Uber* (Case No. 3:14-cv-05615-JST) (N.D. Cal.) in which he, along with class counsel from two other firms obtained a \$32,500,000 class action settlement of claims regarding Uber's "Safe Rides Fee," safety measures, and background check process for potential drivers; *Nellis et al v. Vivid Seats LLC*, Case No. 1:20-cv-02486 (N.D. Ill.), a nationwide consumer class action he resolved for \$7.5 million; and *Michaely, et al v. Browning-Ferris Industries of California, Inc.* Case No. BC 497125 (Superior Court of the State of California, County of Los Angeles- Central Division), wherein he worked to obtain a total settlement of \$9.5 million for residents of a neighborhood afflicted by ongoing air pollution from a landfill. He is currently serving as co-lead counsel in the securities class action *In re Robinhood Order Flow Litigation*, Case No. 4:20-cv-09328-YGR (N.D. Cal.).

Nick graduated from Oakland University in 2008 with a Bachelor of Arts in Political Science and received his law degree from the University of Minnesota Law School in 2013. He was admitted to the State Bar of Michigan in 2013. His other bar memberships include the United States District Courts for the Eastern District of Michigan, Western District of Michigan, Northern District of Illinois, Eastern District of Wisconsin, Western District of Wisconsin, Western District of New York, District of Colorado, and the Middle District of Tennessee, as well as the United States Courts of Appeals for the Third, Fifth and Ninth Circuits. He is a member of the State Bar of Michigan, the Federal Bar Association (E.D. Mich. Chapter), the Michigan Association for Justice, the American Association for Justice, and has been named a Super Lawyers Rising Star (2021-23). His writings include: "Don't 'Fix' Misrepresentation Class Claim Pleading Standards"



(Law360 Dec. 3, 2021); and “PFAS in the Courts: What’s happened? What’s Next?” (Michigan Bar Journal, June 2022) (with Kyle Konwinski).

**Matthew Z. Robb, Associate**

Matthew Z. Robb is an associate attorney at Liddle & Dubin, P.C. He specializes primarily in environmental class actions including air pollution, groundwater contamination, and sewage backups. Matt is a former clerk for the Honorable Damon J. Keith on the United States Court of Appeals for the Sixth Circuit, the longest serving African American federal judge in American history. He authored a book about his father Dean's remarkable life as a groundbreaking attorney, entitled "Dean Robb: An Unlikely Radical," which won the 2011 Indie Excellence Award for Best Historical Biography.

Mr. Robb is a member of the Bar of the State of Michigan and is admitted to the United States District Court for the Eastern District of Michigan as well as the United States Court of Appeals for the Sixth Circuit.

Mr. Robb graduated with honors from Michigan State University in 2009 and received his Juris Doctor *cum laude* in 2016 from Wayne State University Law School. Before law school, Matt worked as a high school teacher in Detroit Public Schools.

**D. Reed Solt, Associate**

Dustin “Reed” Solt graduated *cum laude* from the University of Tennessee – Knoxville in 2019 and Michigan State University College of Law in 2022. Beginning as a law clerk with the firm, Reed has initiated and worked on various complex civil litigation involving environmental contamination, consumer protection, and data privacy in both state and federal court.

Reed is an *Editor Emeritus* of The Citing Slavery Project, created by Professor Justin Simard to study and disclose the legacy of the law of slavery in American law. He is admitted to practice in Michigan, the United States District Court for the Eastern District of Michigan, and the United States District Court for the District of Colorado.

**Livia Khemmoro, Associate**

Livia Khemmoro joined LSC in 2023. Prior to her time at LSC, she was a litigation associate at an Amlaw 200 firm.

Ms. Khemmoro graduated *magna cum laude* from Walsh College in 2017 and *magna cum laude* from University of Detroit Mercy School of Law, where she was her class commencement speaker. She is admitted to practice in all state and federal courts in Michigan.

## Firm Billing Rates (as of June, 2023)

Attorney	Title	Class Year	Hourly Rate
Steven D. Liddle	Managing Partner	1991	\$900
Laura L. Sheets	Partner	2001	\$800
Nicholas A. Coulson	Partner	2013	\$725
Matthew Z. Robb	Associate	2016	\$550
D. Reed Solt	Associate	2022	\$325
Livia Khemmoro	Associate	2021	\$375