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12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

15 VICKY MALDONADO AND JUSTIN CARTER,  
16 individually and on behalf of themselves and all  
17 others similarly situated,

18 Plaintiffs,

19 v.

20 APPLE INC., APPECARE SERVICE  
21 COMPANY, INC., AND APPLE CSC, INC.,

22 Defendants.  
23

No. 3:16-cv-04067-WHO

Related Case:  
*English v. Apple Inc. et al.*  
Case No. 3:14-cc-01619-WHO

PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES, EXPENSES,  
AND SERVICE AWARDS

Judge: Hon. William H. Orrick  
Courtroom: 2, 17th Floor  
Complaint Filed: July 20, 2016

**NOTICE OF MOTION AND MOTION**

PLEASE TAKE NOTICE that on April 27, 2022, at 2:00 p.m. or as soon thereafter as the matter may be heard by the Honorable Judge William H. Orrick of the United States District Court for the Northern District of California, San Francisco Division, located at 450 Golden Gate Avenue, San Francisco, CA 94102, Plaintiffs will and hereby do move the Court for an award of attorneys' fees, expenses, and service awards for the Class Representatives.

This Motion is based on this Notice of Motion and Motion, the accompanying memorandum of points and authorities, the declarations in support of the motion, argument by counsel at the hearing before this Court, and all papers and records on file in this matter.

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## I. INTRODUCTION

1  
2 After four years of hard-fought litigation, Class Counsel have settled this case for \$95  
3 million for the Certified Class. Because of the substantial risks and complex issues surmounted in  
4 achieving the \$95 million recovery, Plaintiffs respectfully request from the recovery funds: (1) an  
5 award of \$27,550,000 in attorneys' fees, a percentage recovery four points above the benchmark;  
6 (2) reimbursement of expenses fronted by Class Counsel in litigating this matter (\$1,397,165.53);  
7 and (3) service awards for each of the class representatives based on their contributions and efforts.

8 The \$95 million settlement fund represents an excellent result for the Class. Opposing one  
9 of the world's largest corporations and two sets of the country's most sophisticated defense counsel  
10 (with the support and resources of three of the nation's leading firms), Plaintiffs faced the  
11 challenge of proving Apple's remanufactured iPhones and iPads were not equivalent to new in  
12 performance and reliability, as promised in its AppleCare/AppleCare+ ("AppleCare") contracts.  
13 Class Counsel, on behalf of Plaintiffs, had to hire multiple experts, including engineers, a  
14 statistician, and economists, to prove their case and measure damages, and adjust to and fend off  
15 strategies that changed over the course of the litigation. Plaintiffs certified the Class, survived a  
16 motion to dismiss, a motion for summary judgment, a motion to decertify the class, and *Daubert*  
17 motions on all their case-in-chief experts. Class Counsel conducted significant fact and expert  
18 discovery—reviewing over 30,000 documents, issuing and responding to hundreds of discovery  
19 requests, and taking and defending over thirty depositions. Plaintiffs were just weeks away from  
20 trial when this case settled. Class Counsel's work resulted in a substantial recovery for the Class.

21 The \$95 million common fund represents between 13 to 25% of estimated damages  
22 according to Plaintiffs' experts. Given the risks that persisted right up to the end, the difficulty and  
23 unique nature of the harm, and the work required to achieve this settlement, this is a strong result  
24 for the Class. The requested fee award is reasonable compared to awards in similar class actions,  
25 where class counsel undertook comparable risks and litigation efforts. The reasonableness of the  
26 requested award is further confirmed by a "lodestar cross-check." Class Counsel's total lodestar for  
27 the case is \$7,678,865.00. An award of 29% results in a current multiplier of 3.58, well within the  
28



1 range for a class action of this size and complexity. All the work done was critical to the result. The  
 2 requested expenses were all critical to the representation of the Class. The expenses are also  
 3 consistent with the expenses reimbursed in comparable cases. The service awards are reasonable  
 4 given Plaintiffs' substantial investment of time and commitment to the Class. Plaintiffs respectfully  
 5 request that their motion be granted.

## 6 II. THE WORK UNDERTAKEN BY PLAINTIFFS

### 7 A. Class Counsel took this case when its success was uncertain.

8 Given the posture of the case, the necessary co-counsel arrangement, and related case  
 9 history, Class Counsel took an enormous risk in taking this case. Class Counsel agreed to pursue  
 10 this case after the first iteration of the case had not succeeded and while a motion to dismiss was  
 11 pending. Despite this, Class Counsel agreed not just to take over a case litigated by other counsel  
 12 but to include them in the litigation going forward. The related case, *English v. Apple, Inc.*, 3:14-  
 13 cv-01619-WHO, was not certified and was later dismissed. *English* was based on the same facts as  
 14 this case—but pleaded different causes of action that ultimately were not viable—namely that  
 15 Apple's remanufactured replacement devices were not new or equivalent to new in reliability as  
 16 promised in the AppleCare contracts. The Court denied certification in *English*, finding, in part,  
 17 that the plaintiff had alleged no viable theories of liability and had not received a remanufactured  
 18 device.<sup>1</sup> *English*, 3:14-cv-01619-WHO, ECF No. 225-1. Noting that several attorneys had appeared  
 19 and withdrawn from the case, the Court declared that prior counsel was inadequate. *Id.* The *English*  
 20 case was later dismissed on summary judgment.

21 After the Court denied certification in *English*, Ms. Kennedy filed this case, alleging similar  
 22 causes of action with new plaintiffs. ECF No. 1. Apple moved to dismiss, based in part on the  
 23 rulings against the plaintiff in *English* and Ms. Kennedy's representation. ECF No. 23. Apple  
 24

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25 <sup>1</sup> Class Counsel credits Ms. Kennedy with recognizing Apple's failures to live up to its  
 26 contractual promises to consumers. This motion is not meant to be a criticism of Ms. Kennedy's  
 27 work, and Class Counsel utilized her in this case where possible, but she had very limited  
 28 experience in large consumer class actions and lacked the resources to litigate against a  
 sophisticated company like Apple. Ms. Kennedy did have the foresight to bring in co-counsel with  
 extensive experience and success in litigating consumer class actions—and in agreeing to let Class  
 Counsel litigate the case—making the case an ultimate success.

1 argued that the Maldonado complaint repeated “the same allegations made by” English and filed by  
 2 the same counsel, who the Court already found to be inadequate. *Id.* Before she responded to  
 3 Apple’s motion, Ms. Kennedy approached Class Counsel to litigate the case because of their  
 4 reputation in litigating successful consumer class actions. Declaration of Steve Berman in Support  
 5 of Motion for Costs and Fees (“Berman Decl.”) ¶ 4. Class Counsel met with Ms. Kennedy and then  
 6 thoroughly investigated the facts underlying this case, spoke to experts in the industry, and  
 7 reviewed what had gone wrong in the *English* litigation. *Id.* ¶¶ 4-5. In deciding to undertake this  
 8 litigation, Class Counsel researched all possible causes of action arising from Apple’s actions and  
 9 filed an Amended Complaint. *Id.* ¶ 6. From there forward, the case was a success for Plaintiffs.  
 10 Class Counsel took a risk that many firms would not have taken given the history of the case, co-  
 11 counsel with very limited complex litigation and class action experience, and the losses in *English*.

12 **B. Class Counsel revamped and filed an Amended Complaint, and successfully litigated**  
 13 **the full gambit of dispositive motions.**

14 Class Counsel’s first challenge was responding to the pending motion to dismiss. ECF No.  
 15 23. After reviewing the Complaint and Motion to Dismiss, and researching all possible legal  
 16 theories, Class Counsel determined the Complaint was insufficient. Berman Decl. ¶ 7. In drafting  
 17 the Amended Complaint, Class Counsel removed all unsustainable causes of action (including  
 18 fraud and violation of the secondhand merchandise labeling law), properly alleged the breach of  
 19 contract claim, properly alleged the UCL claim, and added Song Beverly Act and Magnusson Moss  
 20 Warranty Act claims. *Id.*; ECF No. 45. Class Counsel also brought in a new class representative,  
 21 Justin Carter, to represent iPhone purchasers. Berman Decl. ¶ 8; ECF No. 45.

22 After Class Counsel filed the First Amended Complaint, Apple filed a second motion to  
 23 dismiss. ECF No. 50. That 24-page motion moved to dismiss all of Plaintiffs’ claims. *Id.* Apple  
 24 argued Plaintiffs lacked standing, prematurely argued spoliation of evidence, and argued that the  
 25 Court should strike the class action allegations simply because of Ms. Kennedy’s association with  
 26 the case. *Id.* While the Court dismissed two of Plaintiffs’ counts—claims Plaintiffs spent de  
 27 minimis time on and were based on the same underlying facts—their other four counts survived,  
 28 including breach of contract, breach of warranty, and violation of the UCL. ECF No. 64. The Court

1 also refused to find that Plaintiffs did not have standing, there was spoliation of evidence, or the  
2 class allegations should be stricken. *Id.* Plaintiffs then proceeded on the four surviving claims.

3 Class Counsel succeeded in both certifying the class and in defeating a motion for summary  
4 judgment. On February 28, 2019, Plaintiffs moved for Class Certification. ECF Nos. 102–103.  
5 Plaintiffs’ briefing was extensive, including the declarations of three experts, Rule 30(b)(6)  
6 testimony from Apple, and Apple’s own internal documents. *See id.* Apple opposed that motion  
7 with equally extensive briefing, citing its own three rebuttal experts and additional testimony from  
8 Apple. ECF Nos. 112–113. The total submission to the Court was over 1,200 pages. Berman Decl.  
9 ¶ 39.

10 While the motion for class certification was pending, Apple also moved for summary  
11 judgment on Plaintiffs’ individual claims. ECF Nos. 110–111. That briefing consisted of almost  
12 800 pages of argument and evidence. Berman Decl. ¶ 40. The Court granted the class certification  
13 motion and denied Apple’s motion for summary judgment. ECF No. 160. Shortly after Apple lost  
14 these motions, it brought in entirely new counsel. ECF Nos. 179–182.

15 After the close of discovery, Apple—through their new counsel—moved to decertify the  
16 class and to exclude all five of Plaintiffs’ experts for their case-in-chief. ECF Nos. 234–243.  
17 Apple’s motions consisted of over 2,500 pages of briefing and exhibits. Berman Decl. ¶ 41. Class  
18 Counsel had to respond to all five motions simultaneously (merely asking for an additional week to  
19 respond to the decertification motion). ECF Nos. 255, 265–268, 272–73. The total submission to  
20 the Court from both parties—including supplemental briefing the Court requested—consisted of  
21 over 6,000 pages. Berman Decl. ¶ 41. Class Counsel had to address all new attacks, brought by  
22 new attorneys, on their class allegations, despite relying on the same theories and supporting  
23 evidence throughout the case. Class Counsel also dealt with an entirely new set of experts, with  
24 new opinions. Despite Apple’s extensive briefing and new arguments, Plaintiffs prevailed on each  
25 motion and none of Apple’s requested relief was granted. ECF No. 304. At the same time,  
26 Plaintiffs moved to exclude two of Apple’s ten experts in full, and two in part. ECF Nos. 246–50.  
27 Plaintiffs succeeded in excluding one of Apple’s experts in full and one in part. ECF No. 304.

28

1 Plaintiffs won all dispositive motions brought by Apple, leaving Apple but two choices:  
 2 settle or go to trial. Plaintiffs' successes in certifying the Class, defeating all dispositive motions,  
 3 and leaving Apple with one path to victory, contributed significantly to the ultimate settlement.

4 **C. Class Counsel engaged in substantial discovery efforts on behalf of the Class that were**  
 5 **both necessary and unavoidable.**

6 **1. Class Counsel issued and responded to substantial written discovery.**

7 Class Counsel engaged in substantial discovery—before and after the Class was certified—  
 8 which was necessary and contributed to the success of the case. Class Counsel issued 26  
 9 nonuniform interrogatories, 92 requests for production, and 159 requests for admission, which  
 10 were necessary to prove Plaintiffs' claims. Berman Decl. ¶ 9. Because Apple objected to every  
 11 single request, Class Counsel engaged in countless meet and confers. *Id.* ¶ 10. While Class Counsel  
 12 did draft several discovery dispute letters for the Court, most disputes were resolved without Court  
 13 intervention, after substantial efforts by Class Counsel. *Id.* Through the meet and confer process,  
 14 Apple agreed to and updated 14 of its interrogatory responses, 24 of its requests for admission, and  
 15 ultimately produced over 30,000 documents, consisting of approximately 230,000 pages. *Id.* ¶ 12.  
 16 Class Counsel reviewed all those documents—a challenging task because the documents were  
 17 extremely technical and full of Apple's acronyms and lingo. *Id.* ¶ 13. Adding to the time spent on  
 18 discovery, Apple refused to produce certain discovery until after the Class was certified. *Id.* ¶ 11.

19 Apple issued 12 interrogatories, 19 requests for production, and 8 requests for admission to  
 20 Carter, and 13 interrogatories and 20 requests for production to Maldonado. *Id.* ¶ 14. Many  
 21 requests asked for information that was tenuously relevant or in Apple's possession, such as all  
 22 Apple devices Plaintiffs ever owned or what other warranties they had. *Id.* ¶ 15. Class Counsel  
 23 worked with Plaintiffs to respond to these requests, produce documents, and supplement their  
 24 answers. *Id.* ¶ 16.

25 **2. Class Counsel engaged in extensive expert discovery.**

26 Class Counsel worked extensively with their own experts—which were targeted to the  
 27 needs of the case. In moving for class certification, Plaintiffs hired three experts. Dr. Michael  
 28 Pecht, testified that used electronic parts could never equal new in reliability. ECF No. 103-20. Dr.

1 Robert Bardwell analyzed Apple’s limited return data and determined that remanufactured devices  
2 are more likely to fail than new devices. ECF No. 103-23. Dr. Lance Kaufman presented a method  
3 to measure damages—the retail price difference between a new and remanufactured device. ECF  
4 No. 103-25.

5 Apple hired three rebuttal experts to oppose class certification. Dr. Alexander Glew issued  
6 a lengthy report claiming no evidence supported Dr. Pecht’s opinions. ECF No. 112-21. In  
7 response, Plaintiffs showed the weaknesses in Dr. Glew’s opinions: he conceded that used parts  
8 were further along in their lifecycle than new parts, he did not review the industry publications  
9 supporting Dr. Pecht, and he waived off evidence supporting Dr. Pecht’s opinions as  
10 “insignificant.” ECF No. 122 at 11–12. Dr. Hayter claimed Apple’s limited return data showed the  
11 opposite of what Dr. Bardwell showed and was improperly censored. ECF No. 112-23. In  
12 response, Plaintiffs showed that for the first 13 weeks of service, Dr. Hayter agreed with Dr.  
13 Bardwell’s results. ECF No. 122 at 9. Dr. Hayter also admitted that the censoring issues could be  
14 fixed with full return data. *Id.* at 8. Last, Dr. Cox opined that Plaintiffs’ damages measure was  
15 wrong—that they had to measure what Plaintiffs overpaid for AC+, because that was their only  
16 theory of liability. ECF 113-22. In response, Plaintiffs showed that Dr. Cox was relying on  
17 Plaintiffs’ dismissed causes of action, ignoring their claims they were entitled to an equivalent to  
18 new device. ECF No. 122 at 13. All six experts were deposed. Berman Decl. ¶¶ 37–38.

19 After the Class was certified—and the Court rejected Apple’s arguments about Plaintiffs’  
20 experts—Class Counsel again used Drs. Pecht, Bardwell, and Kaufman for their case-in-chief, and  
21 two additional experts. *Id.* ¶¶ 22–25. Dr. Pecht’s opinions did not change, and Class Counsel chose  
22 not to update his report for the sake of efficiency. *Id.* ¶ 22. Dr. Bardwell updated his report to  
23 analyze Apple’s full return data, which Apple only agreed to produce after the Class was certified.  
24 *Id.* ¶ 23. Dr. Bardwell’s ultimate opinions did not change: remanufactured replacement devices  
25 were more likely to fail than new replacement devices. *Id.* Dr. Kaufman also updated his report,  
26 providing actual damages calculations with the data Apple produced after the Class was certified.  
27 *Id.* ¶ 24. Dr. Kaufman’s methodology remained the same: he measured the difference in retail price  
28 between new and remanufactured devices. *Id.* Class Counsel also hired Steven Gaskin and Colin

1 Weir. Mr. Gaskin performed a conjoint to determine the difference in market value between new  
2 and remanufactured devices, consistent with Plaintiffs’ theory of liability. *Id.* ¶ 25. Using that  
3 conjoint analysis, Mr. Weir calculated damages. *Id.*

4 For merits, Apple’s new counsel abandoned Drs. Glew, Hayter, and Cox, instead  
5 identifying three new case-in-chief experts and seven new rebuttal experts. *Id.* ¶ 27. Apple’s case-  
6 in-chief experts revealed new defense tactics. Hal Perot ran a survey and opined that consumers  
7 understood the language “equivalent to new” to mean they would receive devices with used parts.  
8 *Id.* ¶ 28. Lisa Jackson, an Apple executive, was going to testify that Apple recycled parts because  
9 of their commitment to the environment. *Id.* ¶ 29. Dr. Craig Hillman opined that Apple’s testing  
10 was sufficient to show equivalence, other companies used similar language to the AppleCare  
11 warranties, and recycling components followed industry best practices and Apple’s commitment to  
12 the environment. *Id.* ¶ 30. In response, Class Counsel had Dr. Pecht issue a rebuttal to Dr. Hillman.  
13 *Id.* ¶ 31.

14 Apple’s seven rebuttal experts (to Plaintiffs’ five experts) provided new and differing  
15 opinions from Apple’s initial rebuttal experts, also revealing new defense tactics. *Id.* ¶ 37. Those  
16 rebuttal experts testified in part: (1) Dr. Pecht’s “load theory” required empirical testing or a  
17 designed experiment; (2) testing on the iPhone SE disproved the load theory; (3) Dr. Bardwell’s  
18 report shows correlation, not causation; (4) Dr. Bardwell improperly treated returns as failures; (5)  
19 Dr. Bardwell ignored confounding variables such as consumer behavior; (6) the proper measure of  
20 damages is a comparison of prices at which replacement devices could have resold in the market,  
21 resulting in no damages; (7) if damages are measured by market value, Plaintiffs must measure the  
22 loss due to a shorter economic life; (8) customers who sold, traded-in, or gave away their  
23 replacement device were not injured; (9) there were numerous errors in Mr. Gaskin’s conjoint  
24 analysis; and (10) a conjoint on willingness to pay cannot be used to estimate market prices. *Id.* ¶  
25 32. While oversimplified, this summary of Apple’s rebuttal experts demonstrates that Class  
26 Counsel faced entirely new opinions and arguments.

27 And several of Apple’s rebuttal experts went beyond mere rebuttal, necessitating multiple  
28 meet-and-confers between the parties. *Id.* ¶ 33; ECF No. 207 at 2–3. Ultimately—after Class

1 Counsel began drafting motions to rebut or exclude Apple’s rebuttal experts—the parties came to a  
 2 compromise where Apple agree to allow Plaintiffs to issue sur-rebuttals to three of their experts.  
 3 Berman Decl. ¶ 33. Dr. Bardwell and Mr. Gaskin issued sur-rebuttal reports. *Id.* ¶ 34. Class  
 4 Counsel also hired Dr. Abhijit Dasgupta to issue a sur-rebuttal report to the testing done on the  
 5 iPhone SEs. *Id.* In addition, Dr. Bardwell, Dr. Kaufman, and Mr. Weir provided updates to their  
 6 original reports, based on misinterpretations of and errors in Apple’s data.<sup>2</sup> *Id.* ¶ 35. In response to  
 7 Plaintiffs’ updates, Apple provided updates for three of its rebuttal experts. *Id.* ¶ 36.

8 Class Counsel prepped their experts for and defended nine depositions, with Drs. Bardwell,  
 9 Pecht, and Kaufman all being deposed twice. *Id.* ¶ 38. Class Counsel also took twelve depositions  
 10 of Apple experts (choosing not to depose Perot). *Id.* ¶ 37. These depositions required extensive  
 11 preparation given the claims and the areas of testimony, which included electrical and reliability  
 12 engineering, statistics, conjoint analysis, and economics. *Id.*

### 13 3. Class Counsel took and defended multiple fact depositions.

14 Class Counsel took eight and defended three non-expert depositions. Class Counsel issued  
 15 two Rule 30(b)(6) deposition notices—one before class certification and one after, given Apple’s  
 16 position that it would not provide certain information until after the Class was certified. Berman  
 17 Decl. ¶ 17. After multiple meet-and-confers with Apple regarding those notices, Class Counsel  
 18 deposed five Rule 30(b)(6) designees. *Id.* Class Counsel also took the depositions of three  
 19 additional fact witnesses identified in Apple’s disclosures. *Id.* ¶ 18. These eight depositions  
 20 required significant preparation and time given the subject matter, which included Apple’s  
 21 manufacturing and testing procedures and data capabilities and storage. *Id.* ¶ 19. Class Counsel  
 22 also defended both Plaintiffs’ depositions and a third fact witness (who examined Carter’s  
 23 iPhones). *Id.* ¶ 20. None of these witnesses had been deposed before, requiring Class Counsel to  
 24 adequately prepare them. *Id.*

26 \_\_\_\_\_  
 27 <sup>2</sup> Because Apple’s data was produced a week before fact discovery closed, Class Counsel did  
 28 not have the opportunity to depose Apple about that data or how to interpret it. Berman Decl. ¶ 35.  
 Plaintiffs’ experts did their best to interpret and understand Apple’s data but needed to make  
 corrections to their reports after Apple identified a few errors. *Id.*



1           **4. Class Counsel engaged in significant trial preparation.**

2           Class Counsel was preparing for trial when this case settled. While Class Counsel was  
3 always open to settlement—engaging in four mediations—they could not do so at the expense of  
4 the Class. Class Counsel was prepared to try this case and engaged in significant trial preparation  
5 before the parties settled. Among other tasks, Class Counsel: (1) drafted jury instructions and  
6 verdict forms; (2) drafted Plaintiffs’ portions of the joint pretrial statement; (3) identified Plaintiffs’  
7 exhibits and objections to Apple’s exhibits; (4) designated, counter-designated, and objected to  
8 deposition testimony; and (5) identified the subjects of and drafted Plaintiffs’ motions in limine.  
9 Berman Decl. ¶ 46. The parties settled on June 30, 2021—less than a week before all pretrial  
10 motions and disclosures were due to the Court and just six weeks before the start of trial. Class  
11 Counsel took this case up to the eve of trial and ultimately reached a settlement that provides the  
12 Class with significant relief.

13           **5. Class Counsel engaged in significant mediation and settlement negotiations.**

14           The parties engaged in four total mediations, with the last being successful. Class Counsel  
15 prepared mediation statements for all four mediations—but for the sake of efficiency used earlier  
16 iterations of the mediation statement as a starting point when preparing for each new mediation.  
17 Berman Decl. ¶ 42. Even after the case settled at the fourth mediation, the parties litigated  
18 extensively the terms of the full-length agreement. It took two months of meet and confers, two  
19 round of arbitrations, and negotiations with Apple to finalize the Settlement Agreement. *Id.* ¶ 43.  
20 The parties hired a private arbitrator to resolve two disputes related to the settlement. *Id.* ¶ 44.  
21 Class Counsel spent significant time and effort in drafting and revising the Settlement Agreement,  
22 drafting the notices and preliminary approval motion, and briefing the arbitrator. *Id.* ¶ 45.

23           **III. ARGUMENT**

24           Plaintiffs respectfully request an award of \$27,550,000 in attorney’s fees—equal to 29% of  
25 the \$95 million common fund. Applying a lodestar cross-check, this would result in a 3.58  
26 multiplier of Class Counsel’s current lodestar of \$7,678,865.00, which will increase through final  
27  
28



1 approval.<sup>3</sup> Plaintiffs anticipate a total lodestar of approximately \$8 million to \$8.5 million—  
 2 depending on post-distribution litigation or an appeal—which results in a multiplier of 3.24 to 3.44.  
 3 Plaintiffs also request additional reimbursement of expenses incurred in connection with this  
 4 litigation of \$1,397,165.53. Finally, Plaintiffs request that this Court grant service awards of  
 5 \$15,000 to Vicky Maldonado and \$12,500 to Justin Carter.

6 **A. Class Counsel’s fee request is reasonable.**

7 Class Counsel have produced a shared benefit for the Class in the form of the \$95 million  
 8 common fund. And, as described in Section III.A.1.b, *infra*, this litigation provided additional  
 9 benefits to Apple consumers, which must be considered when awarding fees. Those added benefits  
 10 could reasonably be valued at approximately \$800,000 per month. The Supreme Court has  
 11 explained that “a litigant or a lawyer who recovers a common fund for the benefit of persons other  
 12 than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”  
 13 *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *see also Staton v. Boeing Co.*, 327 F.3d 938,  
 14 967 (9th Cir. 2003) (same). Here, an award of reasonable attorneys’ fees from the common fund  
 15 compensates Class Counsel for vigorously litigating this action on behalf of millions of consumers  
 16 across the country who did not receive their promised contractual benefits.

17 Courts in the Ninth Circuit award attorney’s fees in common fund cases under either the  
 18 “percentage-of-recovery” method or the “lodestar” method. *In re Online DVD-Rental Antitrust*  
 19 *Litig.*, 779 F.3d 934, 949 (9th Cir. 2015). And while the lodestar method is not prohibited, the use  
 20 of the percentage method in common fund cases is “dominant.” *In re Omnivision Techs., Inc.*, 559  
 21 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008) (citing cases); *see also* Theodore Eisenberg et. al.,

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22  
 23 <sup>3</sup> Class Counsel’s lodestar is calculated using their currently hourly rates to fairly compensate  
 24 them for the time value of money. *See In re HPL Techs., Inc. Sec. Litig.*, 366 F. Supp. 2d 912, 919  
 25 (N.D. Cal. 2005) (using current hourly rates in lodestar cross-check because it “simplifies the  
 26 calculation and accounts for the time value of money in that lead counsel has not been paid  
 27 contemporaneously”). The lodestar goes through January 21, 2022. Class Counsel anticipate  
 28 additional fees that include: the drafting of this motion, drafting a reply to this motion, responding  
 to class member inquires, preparing the motion for final approval, attending the final approval  
 hearing, and distribution of the Settlement. Class Counsel may have to engage in additional  
 briefing (and expend additional expenses) with a private mediator if the parties cannot agree on  
 whether to redistribute any unclaimed funds or distribute them to a *cy pres* recipient. Class Counsel  
 also may have to deal with an appeal, which would further increase their lodestar.

1 Attorneys’ Fees in Class Actions: 2009-2013, 92 N.Y.U. L. Rev. 937, 963 (2017) (“EMG Study”)  
 2 (finding in an empirical study of attorneys’ fees in class action settlements that from 2009–2013,  
 3 the lodestar method was rarely used, but courts frequently used the percentage method with a  
 4 lodestar check). The percentage-of-the-fund method reduces “the burden on the courts that a  
 5 complex lodestar calculation requires,” and instead allows courts “to focus on showing that a fund  
 6 conferring benefits on a class was created through the efforts of plaintiffs’ counsel.” *In re Apple*  
 7 *Inc. Device Performance Litig.*, No. 5:18-MD-02827-EJD, 2021 WL 1022866, at \*2 (N.D. Cal.  
 8 Mar. 17, 2021) (citations omitted); *see also In re Anthem, Inc. Data Breach Litig.*, No. 15-MD-  
 9 02617-LHK, 2018 WL 3960068, at \*5 (N.D. Cal. Aug. 17, 2018) (“By tying the award to the  
 10 recovery of the Class, Class Counsel’s interests are aligned with the Class, and Class Counsel are  
 11 incentivized to achieve the best possible result.”)

12 In contrast, applying the lodestar method “to common fund cases does not achieve the  
 13 stated purposes of proportionality, predictability and protection of the class. It encourages abuses  
 14 such as unjustified work and protracting the litigation.” *In re Activision Sec. Litig.*, 723 F. Supp.  
 15 1373, 1378 (N.D. Cal. 1989); *see also In re Anthem*, 2018 WL 3960068, at \*5 (“the lodestar  
 16 method has sometimes been criticized because it encourages counsel to bill time and create  
 17 opportunities to bill time”). The lodestar method also “adds to the workload of already overworked  
 18 district courts [and] adds inefficiency to the process.” *In re Activision*, 723 F. Supp. at 1378.  
 19 Regardless of which method is chosen, the Ninth Circuit encourages “a cross-check using the other  
 20 method.” *Online DVD*, 779 F.3d at 949. Here, both methods support Class Counsel’s fee request.

21 Courts in this District and in the Ninth Circuit routinely award class counsel fees ranging  
 22 between 28–33%. *See Larsen v. Trader Joe’s Co.*, No. 11-CV-05188-WHO, 2014 WL 3404531, at  
 23 \*9 (N.D. Cal. July 11, 2014) (citing cases and approving award of 28%); *see also Vizcaino v.*  
 24 *Microsoft Corp.*, 290 F.3d 1043, 1046, 1050 (9th Cir. 2002) (approving award of 28% of \$96  
 25 million common fund); *In re Pac. Enterprises Sec. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995)  
 26 (awarding 33% of the common fund); *Garner v. State Farm Mut. Auto. Ins. Co.*, No. CV 08 1365  
 27 CW, 2010 WL 1687829, at \*2 (N.D. Cal. Apr. 22, 2010) (awarding 30% of the \$15 million  
 28

1 common fund). Plaintiffs' request of 29% of the common fund is well within the approved range of  
 2 fees, particularly given the history of this case.

3 **1. A 29% award is reasonable under a percentage-of-the-fund analysis.**

4 When applying the percentage-of-the fund method, the Ninth Circuit has established a  
 5 benchmark of 25% as the "starting point" for analysis. *Online DVD*, 779 F.3d at 949, 955. "That  
 6 percentage amount can then be adjusted upward or downward depending on the circumstances of  
 7 the case." *de Mira v. Heartland Emp. Serv., LLC*, No. 12-CV-04092 LHK, 2014 WL 1026282, at  
 8 \*1 (N.D. Cal. Mar. 13, 2014). Courts in this District have recognized that "in most common fund  
 9 cases, the award *exceeds* the benchmark." *Id.* (quoting *In re Omnivision*, 559 F. Supp. 2d at 1047).  
 10 The Ninth Circuit asks district courts to consider all the circumstances of the case and reach a  
 11 reasonable percentage. *Online DVD*, 779 F.3d at 949, 954–55. Here, the circumstances dictate an  
 12 upward adjustment.

13 This conclusion is supported by the factors the Ninth Circuit instructs courts to consider: (1)  
 14 whether counsel achieved exceptional results for the class; (2) whether the case was risky for class  
 15 counsel; (3) whether the case was handled on a contingency basis; (4) the market rate for the  
 16 particular field of law; and (5) the burdens class counsel experienced while litigating the case. *Id.* at  
 17 954–55. Each factor supports Class Counsel's request for a total fee award of 29% of the common  
 18 fund.

19 **a. Class Counsel achieved excellent results for the Class.**

20 Recovery of \$95 million is an exceptional result for the Settlement Class, given the  
 21 tremendous risks and challenges they faced. Class Counsel's use of quality merits and expert  
 22 evidence enabled Plaintiffs to certify the Class, defeat all dispositive motions, and obtain a  
 23 substantial settlement for the Class.

24 Comparing Plaintiffs' recovery against the estimated Class damages also indicates the  
 25 settlement is an excellent result. Plaintiffs' expert, Dr. Kaufman, estimated damages of  
 26 \$754,893,730, and Mr. Weir calculated damages \$386,106,741. Berman Decl. ¶¶ 24–25. Plaintiffs'  
 27 \$95 million Settlement is approximately 13 to 25% percent of those damages. Apple's position  
 28 remained unchanged throughout the litigation: Plaintiffs were not entitled to any damages. Had

1 Plaintiffs chosen to go to trial, there is the possibility the jury could have agreed with Apple that  
2 there was no liability, or that if there was liability, there were no damages. Given Apple's position  
3 and the risks of trial for any consumer class action, the result for the Class is excellent.

4 **b. Class Counsel's performance generated benefits beyond the Settlement**  
5 **fund.**

6 Apple also changed its AppleCare terms and conditions because of this lawsuit. While not  
7 part of the Settlement, Apple changed its AppleCare language on November 15, 2021. This change  
8 occurred six weeks after the parties finalized the Settlement Agreement, and two weeks after  
9 preliminary approval hearing, where the Court asked Apple about its intentions and Class Counsel  
10 indicated consumers could file additional lawsuits. ECF No. 330. AppleCare contracts no longer  
11 promise that replacement devices will be "new or equivalent to new in performance and  
12 reliability," and instead promise the customer will be provided "a replacement product that is new  
13 or comprised of new and/or reclaimed Apple genuine parts and has been tested and passed Apple  
14 functional requirements." *Id.* Apple changed its promises and are now more upfront with its  
15 consumers about their replacement devices because of this lawsuit. While Plaintiffs are not  
16 required to estimate this added value, one possible measure is to take the total settlement, divide it  
17 over the 110-month class period, which results in a monthly benefit of \$863,636 going forward.<sup>4</sup>  
18 This increases the settlement value approximately \$20.7 million in just the warranty period of an  
19 AppleCare Contract (two years), raising the settlement value to \$115.7 million. Plaintiffs are not  
20 arguing that this added benefit changes the common fund calculation, but it is an additional benefit  
21 to consumers that must be considered when awarding fees. *See, e.g., Vizcaino*, 290 F. 3d at 1049  
22 (litigation caused defendant to change its employee benefit practices); *Larsen*, 2014 WL 3404531,  
23 at \*9 (Trader Joe's stopped using the label at issue because of the litigation).

24  
25  
26  
27 <sup>4</sup> This measurement is for illustrative purposes only and assumes monthly replacements over  
28 the next two years are, on average, consistent with the average monthly replacements over the last  
nine years.

1                   **c.       This case posed significant risks and challenges.**

2                   That this recovery was obtained, despite enormous risks, also support the reasonableness of  
3 the 29% fee request. This case is unique, justifying a higher percentage recovery. These claims all  
4 targeted a somewhat unique form of harm, in that the promise was one of *reliability*, which  
5 revolves around probabilities of failure of devices over their useful lives. The unique nature of the  
6 suit, the posture of this case at the beginning, and the necessary co-counsel arrangement, added to  
7 the challenges. Class Counsel faced increased risks. To achieve success, they had to change the  
8 entire trajectory of the case, do most of the substantive work, and take responsibility for their co-  
9 counsel. Class Counsel accepted these risks knowing they would have to compensate co-counsel  
10 for the efforts and initiative taken, even if some of it was for naught, by sharing any fee award,  
11 meaning their opportunity for reward was diminished from the start without an upward adjustment  
12 upon success.

13                   Class Counsel took this case when it was in an extremely precarious posture. The first  
14 iteration of this case had failed. The Court denied class certification with prejudice and granted  
15 summary judgment for Apple. Other attorneys appeared in that case and withdrew, suggesting that  
16 few attorneys would both take on and continue with this case given its history. Class Counsel came  
17 into the case while a motion to dismiss was pending, with unfamiliar co-counsel, and while Apple  
18 was represented by a national, and highly respected law firm. In the best of circumstances, it is  
19 challenging to join with or take a case over from other attorneys. This was particularly challenging  
20 here given their co-counsel's limited experience in class actions and the obligation to assume  
21 responsibility for her role. ECF No. 65 at 3:12–18. Class Counsel also had to integrate co-counsel  
22 into their team, which necessarily increases hours and thus fees (by virtue of the Class's initial  
23 counsel, together with joint representations, which was led by Hagens Berman).

24                   Apple is a formidable defendant with the resources to hire experienced and well-respected  
25 attorneys, which posed additional challenges. As this District has recognized: Apple has  
26 “significant financial and legal resources, . . . has the largest market cap of any corporation in the  
27 world, [and its] attorneys are highly qualified, litigation savvy, and aggressive.” *In re Apple Inc.*

28 *Device Performance*, 2021 WL 1022866, at \*6. This is true here, where Apple engaged two

1 different sets of highly qualified lawyers, at three nationally recognized law firms, to defend  
2 against Plaintiffs' claims. *See id.* (noting that Apple's retention of two highly respected law firms  
3 weighed in favor of the fee award). Apple started this litigation with Morrison & Foerster  
4 defending against Plaintiffs' claims. While litigating against that firm, the motions and discovery  
5 were hard fought. After Apple lost its motion for summary judgment and Plaintiffs prevailed on  
6 their class certification motion, Apple brought in new counsel. While never officially withdrawing  
7 Morrison Foerster, Apple brought in attorneys from Boies Schiller Flexner LLP (they all eventually  
8 moved to Paul, Weiss, Rifkind, Wharton & Garrison LLP). Those attorneys, for all intents and  
9 purposes, took over Apple's defense. The litigation continued to be hard fought. Apple's new  
10 attorneys undertook new litigation strategies and arguments, brought in all new experts, and moved  
11 to decertify the class and exclude Plaintiffs' experts. Class Counsel essentially had to litigate their  
12 claims against two different sets of highly respected attorneys and defend against two different  
13 litigation strategies. Despite these challenges, Class Counsel efficiently litigated this matter.

14 This was an intrinsically difficult case because of the factual nature of the claims. While a  
15 breach of contract claim is not necessarily complex, this case involves the internal workings of  
16 iPhones and iPads and Apple's confidential manufacturing and testing procedures. Plaintiffs were  
17 tasked with proving that Apple's replacement devices were not equivalent to new in performance  
18 and reliability. Plaintiffs prepared and presented world-class experts to help with this task. Class  
19 Counsel identified and retained one of the leading experts on reliability engineering, Dr. Michael  
20 Pecht, to explain why used parts can never be equivalent to new. Class Counsel also employed a  
21 highly qualified statistician and economist to analyze and draw conclusions from Apple's  
22 voluminous return data, as well as experienced experts in conjoint analysis and damages to  
23 supplement their proof of harm. Additionally, Class Counsel obtained significant fact discovery,  
24 despite Apple's numerous objections and tactics to avoid discovery. Class Counsel issued hundreds  
25 of written discovery requests, reviewed over 30,000 Apple documents (consisting of approximately  
26 230,000 pages), and deposed seven Apple employees and designees on highly technical topics. The  
27 discovery needed to prove this case was technical and complicated, justifying a higher fee. *See*  
28 *Grace v. Apple, Inc.*, No. 17-CV-00551-LHK, 2021 WL 1222193, at \*2 (N.D. Cal. Mar. 31, 2021)



1 (awarding 28% fee where “subject matter was technical” and required analyzing source code for  
2 Apple products).

3 Taking this case up to the eve of trial presented additional risks. Apple had every  
4 opportunity to dismiss or chip away at Plaintiffs’ claims. By going through all dispositive and  
5 *Daubert* motions, Class Counsel risked a total or partial dismissal, or losing critical evidence. That  
6 they defeated all of Apple’s motions, without losing any evidence, is a testament to their  
7 commitment to the case and quality of their work.

8 Considering these significant risks and complex issues, the large common settlement fund  
9 demonstrates Class Counsel’s high level of skill and of work. This supports finding that the  
10 requested fee award is reasonable.

11 **d. Class Counsel’s litigation on a contingency basis supports the fee**  
12 **request.**

13 The Ninth Circuit has held that a fair fee award must include consideration of the contingent  
14 nature of the fee. *Online DVD*, 779 F.3d at 954-55 & n. 14; *Vizcaino*, 290 F.3d at 1050. And it is  
15 well-established that attorneys who take on the risk of a contingency case should be compensated  
16 for the risk they assume. *E.g., id.* at 1051.

17 Here, the contingent nature of Class Counsel’s engagement—in a case that was extremely  
18 risky given its history, and even thereafter given all the opportunities Apple presented to eliminate  
19 this case—incentivized counsel to achieve excellent results for the Class. Class Counsel did  
20 absolutely everything it could to maximize the Class’s recovery and settled only when Apple’s  
21 options were settle or go to trial. That Plaintiffs had to take the case up to the eve of trial,  
22 performing all discovery and motion practice, supports awarding a higher fee. Because Apple filed  
23 a dispositive decertification motion and *Daubert* motions at the close of the case—after all the fact  
24 and expert discovery was complete—Class Counsel risked losing substantial fees and fronted costs  
25 up until the very end.

26 While 25% is the benchmark, 25% is often awarded when counsel settles before the class is  
27 certified or when the plaintiffs did not have to engage in “substantial motion practice or other  
28 litigation going to the merits.” *In re Apple iPhone/iPod Warranty Litig.*, 40 F. Supp. 3d 1176, 1178

1 (N.D. Cal. 2014) (awarding class counsel 25% of the \$53 million common fund for fees and costs  
 2 when settled early in the case); *see also Perkins v. LinkedIn Corp.*, No. 13-CV-04303-LHK, 2016  
 3 WL 613255, at \*14–15 (N.D. Cal. Feb. 16, 2016) (awarding 25% benchmark where plaintiffs  
 4 opposed two motions to dismiss, engaged in written discovery only, and defendant had not yet  
 5 moved for summary judgment); *Ko v. Natura Pet Prod., Inc.*, No. C 09-02619 SBA, 2012 WL  
 6 3945541, at \*10 (N.D. Cal. Sept. 10, 2012) (awarding 25% benchmark in pre-certification  
 7 settlement “[g]iven the lack of motion practice, substantive work performed on this case prior to  
 8 settlement and Class Counsel’s failure to show that complex factual or legal issues were litigated or  
 9 mediated”). Class Counsel fully litigated this case—completing all fact and expert discovery,  
 10 engaging in substantial motion practice, and preparing for trial—which justifies a higher  
 11 percentage award than the benchmark. *See Grace*, 2021 WL 1222193, at \*2–3 (N.D. Cal. Mar. 31,  
 12 2021) (awarding 28% where class counsel engaged in significant motion practice and trial  
 13 preparation); *Adoma v. Univ. of Phoenix, Inc.*, 913 F. Supp. 2d 964, 982–83 (E.D. Cal. 2012)  
 14 (awarding 29% of the common fund where the case was complex, “heavily litigated,” and  
 15 “plaintiffs prevailed in nearly every motion”). A 29% fee award reasonably compensates Class  
 16 Counsel for the four-year financial burden of this risky case, with no guarantee of recovery.

17 **e. The market rate for class action lawyers with the experience of Class**  
 18 **Counsel supports the 29% fee request.**

19 The market rate for class action lawyers with Class Counsel’s experience also supports the  
 20 29% fee request. The “prosecution and management of a complex national class action requires  
 21 unique legal skills and abilities.” *In re Omnivision*, 559 F. Supp. 2d at 1047 (citations omitted).  
 22 “The importance of assuring adequate representation for plaintiffs who could not otherwise afford  
 23 competent attorneys justifies providing those attorneys who do accept matters on a contingent-fee  
 24 basis a larger fee than if they were billing by the hour or on a flat fee.” *Id.* And as Plaintiffs explain  
 25 in Section III.A, *supra*, courts in class actions have routinely awarded class counsel fees of 28–  
 26 33% of the common fund. *See also Vizcaino*, 290 F.3d at 1049 (approving a fee award where the  
 27 district court found “28% rate to be at or below the market rate” for contingency cases); *In re*  
 28



1 *Omnivision*, 559 F. Supp. 2d at 1047 (finding in most common fund cases, the award exceeds the  
2 25% benchmark). A 29% award is also below the 33% market rate for contingent representation.

3 **f. The burdens Class Counsel faced support the fee request.**

4 The Ninth Circuit instructs district courts to consider the burdens class counsel experienced  
5 while litigating the case (e.g., cost, duration, and foregoing other work). This litigation has been  
6 pending for 4 years. As explained in Section III.B, *infra*, Class Counsel has advanced substantial  
7 sums out-of-pocket with no reimbursement to date. Class Counsel has also devoted substantial time  
8 to this litigation—almost 12,000 hours, for a lodestar of over \$7.6 million—and foregoing other  
9 work while litigating this case. Berman Decl. ¶¶ 49, 53. In addition, Class Counsel had to work  
10 with co-counsel who had limited experience in class action litigation and integrate her into their  
11 team. *Id.* Class Counsel also must compensate Ms. Kennedy out of their recovery for work that is  
12 not reflected or even fully compensable in this case. *Id.* While *English* was unsuccessful, some of  
13 the evidence and theories presented in that case shaped the current case. The Court even ordered  
14 Plaintiffs to start with the discovery that had been done in *English* because “[a] lot of work has  
15 been done.” ECF No. 65 at 14:4–10. The work Ms. Kennedy did in that case—most of which is not  
16 reflected in the lodestar tabulation—assisted in preparing this case and should be at least  
17 considered as a factor supporting a percentage above the benchmark.

18 **2. The lodestar cross-check confirms the reasonableness of the requested fees.**

19 “[W]hile the primary basis of the fee award remains the percentage method,” the lodestar  
20 cross-check “may provide a useful perspective on the reasonableness of a given percentage award.”  
21 *Vizcaino*, 290 F.3d at 1050. Over the course of this hard-fought case, Class Counsel incurred a total  
22 lodestar of \$7,678,865.00, based on 11,997 hours of work through January 21, 2022. Berman Decl.  
23 ¶ 53; Declaration of Renee Kennedy (“Kennedy Decl.”) ¶ 3. The requested fee award of 29% of the  
24 common fund, or \$27,550,000, represents a multiplier of 3.58. Class Counsel anticipates spending  
25 an additional \$300,000 to finish the briefing in this case, respond to Class member inquiries,  
26 preparing for and attending the final approval hearing, and assist with final distribution. Class  
27 Counsel also anticipates spending up to an additional \$500,000 if they have to litigate what to do  
28 with any unclaimed funds, who the *cy pres* recipient will be, or defend the Settlement on appeal.

1 Class Counsel’s total fees will likely range between \$8 and \$8.5 million, which would be a  
 2 multiplier of 3.24 to 3.44. These multipliers are within the range of similar settlements. *E.g.*,  
 3 *Vizcaino*, 2901 F.3d at 1051 (approving fee request that resulted in a 3.65 multiplier); *Steinfeld v.*  
 4 *Discover Fin. Servs.*, No. C 12-01118 JSW, 2014 WL 1309692, at \*2 (N.D. Cal. Mar. 31, 2014)  
 5 (approving fee that resulted in a 3.5 multiplier). And the requested multiplier is much lower than  
 6 the high end of multipliers awarded in this District. *See Perez v. Rash Curtis & Assocs.*, No. 4:16-  
 7 CV-03396-YGR, 2021 WL 4503314, at \*5 (N.D. Cal. Oct. 1, 2021) (approving of 37% fee award  
 8 and 4.8 multiplier); *Gutierrez v. Wells Fargo Bank, N.A.*, No. C 07-05923 WHA, 2015 WL  
 9 2438274, at \*7 (N.D. Cal. May 21, 2015) (awarding 5.5 multiplier to firm that “entered as class  
 10 counsel and pulled victory from the jaws of defeat”).

11 In *Vizcaino*, the Ninth Circuit surveyed the multipliers applied in common fund settlements  
 12 between \$50 and \$200 million. The court found that 20 of the 24 cases it surveyed had a multiplier  
 13 between 1.0 and 4.0. *Vizcaino*, 290 F.3d at 1051 n.6. A recent empirical study of attorneys’ fees in  
 14 class action settlements found *multipliers increase as the size of the recovery increases*. EMG  
 15 Study, 92 N.Y.U. L. Rev. at 967. That study also found that the mean lodestar multiplier for  
 16 recoveries above \$75 million was 2.72. *Id.* at 966.

17 And the lodestar in this case reflects exceptional efficiency by Class Counsel. Throughout  
 18 the litigation, Class Counsel took meaningful steps to ensure that their work was efficient and  
 19 limited to reasonable and necessary work, having co-counsel assist where feasible. Berman Decl.  
 20 ¶¶ 48–50, 60–69; Kennedy Decl. ¶ 9. Counsel applied their experience litigating other consumer  
 21 class actions, resulting in additional efficiencies. Most of the work was performed by of counsel  
 22 and staff attorneys, not senior partners. *Id.* Class Counsel used staff attorneys, who are billed at a  
 23 much lower rate, to assist with the litigation where appropriate, particularly in conducting  
 24 document review. *Id.* Class Counsel strategically assigned additional attorneys to tasks where they  
 25 had significant experience, making their work efficient. *Id.* And significant work was done in  
 26 *English*, but not submitted here. *Id.*

27 Class Counsel’s rates are also within “the prevailing market rates in the relevant  
 28 community.” *Van Skike v. Dir., Off. of Workers’ Comp. Programs*, 557 F.3d 1041, 1046 (9th Cir.

2009) (quoting *Blum v. Stenson*, 465 U.S. 886, 895 (1984)). Class Counsel’s rates mostly range from \$375 to \$900 an hour, with the sole exception of Steve Berman being billed out at \$1,200 an hour. Berman Decl. ¶ 53. Hagens Berman’s paralegal rates range from \$250 to \$375 an hour. *Id.* Courts in this District have found Hagens Berman’s rates to be within the prevailing market rates and have approved similar rates in other class cases. *E.g.*, *In re Nat’l Collegiate Athletic Ass’n Athletic Grant-in-Aid Cap Antitrust Litig.*, No. 4:14-MD-2541-CW, 2017 WL 6040065, at \*8–9 (N.D. Cal. Dec. 6, 2017), *aff’d*, 768 F. App’x 651 (9th Cir. 2019) (finding Hagens Berman’s “rates are well within the range of \$200 to \$1,080 charged by attorneys in California in 2015”); *see also In re High-Tech Emp. Antitrust Litig.*, No. 11-CV-02509-LHK, 2015 WL 5158730, at \*9 (N.D. Cal. Sept. 2, 2015) (finding attorney rates of \$310 to \$975 and paralegal rates of \$190 to \$430 were market in 2015).

Last, this fee request is supported by Steve Berman’s declaration summarizing the “number of hours spent on various categories of activities related to the action by each biller, together with hourly billing rate information.” *See* Procedural Guidance for Class Action Settlements, U.S. District Court for the Northern District of California, Final Approval ¶ 2.

**B. Class Counsel request reimbursement of reasonable out-of-pocket expenses incidental and necessary to the effective representation of the Class.**

Plaintiffs request reimbursement of out-of-pocket expenses of \$1,397,165.53. Berman Decl. ¶ 55; Kennedy Decl. ¶ 5. Courts reimburse attorneys prosecuting class claims on a contingent basis for “reasonable expenses that would typically be billed to paying clients in non-contingency matters, i.e., costs incidental and necessary to the effective representation of the Class.” *In re Capacitors Antitrust Litig.*, No. 3:14-CV-03264-JD, 2018 WL 4790575, at \*6 (N.D. Cal. Sept. 21, 2018) (citations omitted, cleaned up). “Under the common fund doctrine, plaintiffs’ counsel should receive reimbursement of all reasonable out-of-pocket expenses and costs in prosecution of the claims and in obtaining a settlement.” *Id.* (citing cases and listing expenses).

The total expenses for which Plaintiffs seek reimbursement are broken down by category in the supporting declarations and exhibits. Berman Decl. ¶ 55; Kennedy Decl. ¶ 5. Class Counsel funded all litigation expenses, and reimbursed Ms. Kennedy for certain expenses and fees she

1 incurred in litigating *English*—totaling \$60,000—as Class Counsel deemed some of that work  
2 helpful at the start of this case. Berman Decl. ¶ 55 n.1. That the Court here ordered the parties to  
3 start with the discovery that was done in the *English* case demonstrates it was helpful. ECF No. 65  
4 at 14:4–10. Class Counsel does not seek reimbursement of those expenses or the work product  
5 produced by such work, but notes it was an additional risk and expense Class Counsel undertook  
6 with no promise of reimbursement and reflects work that contributed to pushing the case forward.

7 Plaintiffs provide further detail below regarding the three largest cost categories, which  
8 account for approximately 93% of their total costs—experts and consultants, deposition services  
9 and transcripts, and mediation and arbitration fees.

10 Experts and Consultants. Plaintiffs invested \$1,151,575.78 in experts and consultants.  
11 Berman Decl. ¶ 55. Plaintiffs hired three experts to support their class certification motion, who all  
12 issued detailed reports and analyses. Each of these experts were deposed at length. After the Class  
13 was certified, Plaintiffs used the same three experts for merits, choosing not to have Dr. Pecht issue  
14 a new report. Drs. Bardwell and Kaufman preformed a second analysis of Apple’s extensive return  
15 and pricing data to issue their lengthy and detailed merits reports. Plaintiffs only hired two  
16 additional merits experts, Gaskin and Weir. In addition, Gaskin, Bardwell, and Pecht issued  
17 rebuttal reports to Apple’s experts (of which there were ten total), and Plaintiffs hired Dr. Abhijit  
18 Dasgupta to issue a fourth rebuttal report. In addition, Bardwell, Kaufman, and Weir all updated  
19 their reports once they received additional clarification about Apple’s data. All six experts were  
20 again deposed at length by Apple.

21 Plaintiffs also hired two consulting firms to assist with trial preparation and jury consulting.  
22 Those consulting firms were critical in Class Counsel’s development of their trial strategy. *Id.*

23 All expert costs were paid by Class Counsel regardless of the case’s outcome. Plaintiffs  
24 hired half the number of experts that Apple did (six experts to Apple’s thirteen), further  
25 demonstrating that the experts they hired were necessary and reasonable. The cost of expert work  
26 here is reasonable given the issues and size of this case.

27 Deposition Services and Transcripts. Plaintiffs invested \$85,416.13 into deposition services  
28 and transcripts. Berman Decl. ¶ 54. In total there were 31 depositions in this case, with over half of

1 those depositions being taken remotely because of the pandemic. The rates for video depositions  
 2 are higher than in-person depositions, but Class Counsel also saved money by not billing any  
 3 travel.

4 Mediation and Arbitration Fees. Plaintiffs invested \$60,055 into mediation and arbitration  
 5 fees. Berman Decl. ¶ 55. The parties engaged two private mediators and a private arbiter. The  
 6 parties held four mediation sessions (three private) between 2018 and 2021, with the last  
 7 mediation succeeding. The parties also engaged a private arbiter to decide settlement issues that the  
 8 parties could not resolve on their own.

9 **C. Plaintiffs request that the Class Representative be awarded reasonable service awards  
 10 to compensate them for the time and dedication to this case.**

11 Plaintiffs request service awards for the class representatives in the amount of \$15,000 to  
 12 Vicky Maldonado and \$12,500 for Justin Carter. Service “awards are fairly typical in class action  
 13 cases.” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009). In the Ninth Circuit,  
 14 service awards “compensate class representatives for work done on behalf of the class, to make up  
 15 for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize  
 16 their willingness to act as a private attorney general.” *Id.* at 958-59. Courts may approve service  
 17 awards based on the risk to the class representative, the time and effort spent, the duration, and the  
 18 personal benefit (or lack thereof) as a result of the litigation. *E.g., Van Vracken v. Atl. Richfield Co.*,  
 19 901 F. Supp. 294, 299 (N.D. Cal. 1995). The requested service awards are reasonable and  
 20 commensurate with awards given for similar efforts. *Bellinghausen v. Tractor Supply Co.*, 306  
 21 F.R.D. 245, 267 (N.D. Cal. 2015) (granting service award of \$15,000 for two years of work  
 22 totaling 73 hours); *Harris v. Vector Mktg. Corp.*, No. C-08-5198 EMC, 2012 WL 381202, at \*7  
 23 (N.D. Cal. Feb. 6, 2012) (awarding \$12,500 to class representative who spent over 100 hours on  
 24 the case and was deposed twice).

25 This litigation required a substantial investment of time by the class representatives. Vicky  
 26 Maldonado—who is requesting a slightly larger award—has been in the case longer and worked  
 27 with two sets of counsel on two different complaints. She first worked with Ms. Kennedy in  
 28 drafting the Complaint and then worked with Class Counsel to draft the facts of the Amended

1 Complaint. Berman Decl. ¶ 8; Declaration of Vicky Maldonado (“Maldonado Decl.”) ¶¶ 3–4. She  
2 was active in the litigation, helping with and responding to multiple discovery requests. Berman  
3 Decl. ¶ 16; Maldonado Decl. ¶ 5. Despite the limited amount of information Maldonado had and  
4 her individual facts being straight-forward—she purchased AC+ and was given two  
5 remanufactured iPads by Apple—Apple issued her 13 interrogatories and 20 requests for  
6 production. Berman Decl. ¶ 14. Much of Apple’s discovery focused on information that was  
7 tenuously relevant at best: other Apple devices she owned and unrelated warranties. *Id.* ¶ 15. Much  
8 of this information was also in Apple’s possession, as Apple maintains a record of its customers  
9 purchases and warranty events. *Id.* Maldonado responded to all of Apple’s requests, working with  
10 Class Counsel on multiple occasions, searching through her physical and digital files to try and  
11 comply with Apple’s document requests, and supplementing her responses when required. Berman  
12 Decl. ¶ 16; Maldonado Decl. ¶¶ 5–6. Maldonado also took three days off work to sit for a  
13 deposition. Maldonado Decl. ¶ 7. She traveled travel from Houston to San Francisco for that  
14 deposition, where she met with Class Counsel the day before the deposition for preparation.  
15 Berman Decl. ¶ 20; Maldonado Decl. ¶ 7. Ms. Maldonado had never been deposed before but  
16 agreed willingly to recover for the Class. Maldonado Decl. ¶ 7. She also reviewed her deposition  
17 and provided corrections to Class Counsel. *Id.* ¶ 8.

18 Justin Carter also worked diligently on this case and assisted Class Counsel at every turn.  
19 While he was not a class representative for as long as Maldonado, he worked with Class Counsel  
20 on the facts for the Amended Complaint, he allowed Class Counsel to inspect his replacement  
21 iPhones, and he responded to significant discovery. Berman Decl. ¶¶ 8, 16; Declaration of Justin  
22 Carter (“Carter Decl.”) ¶¶ 3–4. Like Maldonado, Carter had limited information given the straight-  
23 forward facts, but he responded to 12 interrogatories, 19 requests for production, and 8 requests for  
24 admission, supplementing his answers where appropriate. Berman Decl. ¶ 14; Carter Decl. ¶ 5. He  
25 worked closely with Class Counsel to accurately answer and respond to those requests, and spent  
26 time searching his records for documents. Berman Decl. ¶ 16; Carter Decl. ¶ 6. Much of the  
27 requested information was already in Apple’s possession, yet he responded to those requests.  
28 Berman Decl. ¶ 15. Carter also sat for a deposition. He had to take five days off work, traveling



1 from Moultrie, Georgia, to San Francisco, while recovering from back surgery. Carter Decl. ¶ 7.  
2 Like Maldonado, Carter had never been deposed and spent time with Class Counsel preparing for  
3 his deposition. Berman Decl. ¶ 20; Carter Decl. ¶ 8. Carter also reviewed his deposition transcript  
4 to correct for any mistakes or errors. Carter Decl. ¶ 9.

5 Plaintiffs' reputations were also challenged by Apple in multiple public filings. Apple  
6 argued in its first motion to dismiss that Maldonado's allegations were "implausible." ECF No. 23  
7 at 8–10. Apple argued in its second motion to dismiss that neither Plaintiff alleged injury, which  
8 the Court disagreed with: "Apple's argument depends on ignoring plaintiffs' factual allegations as  
9 well as the nature of plaintiffs' asserted injury." ECF No. 50 at 9–10; ECF No. 64 at 6.

10 Apple was particularly harsh in its attacks on Carter. In its Motion to Dismiss the Amended  
11 Complaint, Apple accused Carter of spoliating evidence (for returning his first replacement device  
12 to Apple), breaching his AppleCare contract by opening his phones, and obtaining replacements for  
13 the purpose of litigation—all with no evidence or discovery on the issue. ECF No. 50 at 11. The  
14 Court dismissed these arguments, finding "Carter's acts do not amount to willful spoliation  
15 warranting dismissal," "dismissal due to spoliation would be premature without an evidentiary  
16 hearing," and Carter's opening of his iPhones "have no bearing on AppleCare's obligations to  
17 provide coverage." ECF No. 64 at 7–8 nn.4–5.

18 Apple repeated its attacks on Plaintiffs in its Motion for Summary Judgment and opposition  
19 to the class certification motion. Apple once again argued Plaintiffs did not allege any injury,  
20 Carter requested replacements for the purpose of litigation, and Carter spoliated evidence. ECF No.  
21 111; ECF No. 112-1. Apple asked the Court to dismiss both Plaintiffs' claims and find Carter an  
22 inadequate class representative. *Id.* As before, the Court again disagreed with Apple. The Court  
23 found both Plaintiffs properly alleged harm, and that Carter's conduct did not constitute spoliation,  
24 nor did it prejudice Apple. ECF No. 160 at 10–11, 14–15. The Court also found that Carter alleged  
25 issues with his replacements before he contacted Class Counsel and he had no reason to request an  
26 additional replacement for the purpose of litigation. *Id.* at 15.

27 Finally, both Carter and Maldonado took their responsibilities seriously. In addition to  
28 bringing the case, they continued to prosecute the case for four years with no guarantee of recovery

1 and were prepared to testify at trial. They expended significant time and effort, even though their  
 2 individual damages were not large (at best a few hundred dollars). In consultation with counsel,  
 3 both Plaintiffs reviewed and approved of the settlement presented to the Court. Berman Decl. ¶ 47.  
 4 Considering the total value of settlement proceeds and the class representatives' extraordinary  
 5 service and perseverance in this case, including their willingness to be deposed at length and  
 6 answer multiple discovery requests, their requested awards are reasonable.

7 **D. The Class received adequate notice of Class Counsel's fee application.**

8 Class Counsel have provided the Class sufficient notice of the requested fees and the  
 9 opportunity to review and evaluate this fee request before the deadline for objections. *See In re*  
 10 *Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988, 995 (9th Cir. 2010); Procedural Guidance for  
 11 Class Action Settlements, U.S. District Court for the Northern District of California, ¶¶ 6, 9. The  
 12 class notice advised Settlement Class Members that "Class Counsel will not seek more than 30% of  
 13 the Settlement Fund as attorney's fees, or \$28.5 million [and] will request service awards of up to  
 14 \$12,500 for one Class Representative and up to \$15,000 for the other." ECF No. 331 at 2. As  
 15 required by the Court, this motion is provided on the settlement website thirty-five days before the  
 16 deadline for requests for exclusion or objections to the settlement. ECF No. 328 at 3.

17 **IV. CONCLUSION**

18 For the foregoing reasons, Plaintiffs respectfully request an award of \$27,550,000 in  
 19 attorneys' fees, reimbursement of expenses incurred totaling \$1,397,165.53, a service award to  
 20 class representative Vicky Maldonado of \$15,000 and class representative Justin Carter of \$12,500.

21  
 22 DATED: January 28, 2022

HAGENS BERMAN SOBOL SHAPIRO LLP

23 By: /s/ Steve W. Berman

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10 *Attorneys for Plaintiffs*

11  
12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14  
15 SAN FRANCISCO DIVISION

16 VICKY MALDONADO AND JUSTIN CARTER,  
17 individually and on behalf of themselves and all  
others similarly situated,

18 Plaintiffs,

19 v.

20 APPLE INC., APPLCARE SERVICE  
21 COMPANY, INC., AND APPLE CSC, INC.,

22 Defendants.  
23  
24  
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26  
27  
28

No. 3:16-cv-04067-WHO

Related Case:  
*English v. Apple Inc. et al.*  
Case No. 3:14-cc-01619-WHO

DECLARATION OF STEVE W.  
BERMAN IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES, EXPENSES,  
AND SERVICE AWARDS

Judge: Hon. William H. Orrick  
Courtroom: 2, 17th Floor  
Complaint Filed: July 20, 2016

1 I, STEVE W. BERMAN, declare as follows:

2 1. I am an attorney duly licensed to practice law before this court. I am a member of  
3 the Washington Bar, and I have been admitted to this court *pro hac vice*. I am the managing partner  
4 of Hagens Berman Sobol Shapiro LLP (“Hagens Berman”), and counsel of record for Plaintiffs in  
5 the above-titled action. Based on personal knowledge or discussions with counsel in my firm of the  
6 matters stated herein, if called upon, I could and would competently testify thereto.

7  
8 2. During the pendency of this litigation, Hagens Berman has served as Class Counsel.  
9 The details of the work performed by this firm, is described in below. I also provide a summary of  
10 the time invested by Hagens Berman, and detail about the team of attorneys and staff who have  
11 worked on this litigation to date.

12 3. Hagens Berman has prosecuted this litigation on a contingent basis without any  
13 promise of compensation. This has posed a significant risk that my firm will not be compensated  
14 for its work on this case. Moreover, while attorneys and staff at Hagens Berman devoted time to  
15 this litigation, we have foregone other legal work for which we would have been compensated.  
16

17 **I. WORK PERFORMED**

18 4. On September 9, 2016, I and others at the firm met with Renee Kennedy to discuss a  
19 case she had filed against Apple regarding their AppleCare/AppleCare+ contracts. Ms. Kennedy  
20 approached us because of our reputation in litigating successful consumer class actions.

21 5. We then began an extensive investigation. We reviewed the underlying AppleCare  
22 contracts and factual allegations, spoke with experts in the industry, and thoroughly reviewed  
23 what had gone wrong in a related case, *English v. Apple, Inc.*, 3:14-cv-01619-WHO.

24 6. In deciding to undertake the litigation, Hagens Berman reviewed the Complaint and  
25 Motion to Dismiss, and researched all possible legal theories and causes of action arising from  
26 Apple’s promises.

1           7.       Hagens Berman determined that the Complaint as drafted was insufficient. We  
2 drafted an Amended Complaint, removing the fraud and violation of the secondhand merchandise  
3 labeling law claims. We properly pleaded a breach of contract claim, properly pleaded a UCL  
4 claim, and added Song Beverly Act and Magnusson Moss Warranty Act claims.

5           8.       Hagen Berman also found a new class representative, Justin Carter, to represent the  
6 class of consumers who purchased AppleCare for their iPhones. Mr. Carter allowed us to inspect  
7 his replacement iPhones for the litigation. Both Mr. Carter and Vicky Maldonado assisted us in  
8 drafting their facts for the Amended Complaint.

9           9.       Hagens Berman engaged in significant, but necessary, discovery. We issued 26  
10 nonuniform interrogatories, 92 requests for production, and 159 requests for admission to Apple.

11           10.       Apple objected to every request, requiring us to engage in countless meet and  
12 confers. Many of those disputes were resolved without Court intervention, after substantial effort  
13 by Hagens Berman.

14           11.       Apple also refused to produce certain discovery until after the Class was certified,  
15 which added to the time spent on discovery.

16           12.       Through the meet and confer process Apple agreed to and updated 14 of its  
17 interrogatory responses (some more than once), 24 of its requests for admission, and ultimately  
18 produced over 30,000 documents, consisting of approximately 230,000 pages.

19           13.       Hagens Berman reviewed all the documents produced by Apple—a challenging task  
20 because the documents were extremely technical and full of Apple’s acronyms and lingo

21           14.       Apple issued 12 interrogatories, 19 requests for production, and 8 requests for  
22 admission to Plaintiff Carter, and 13 interrogatories and 20 requests for production to Plaintiff  
23 Maldonado.

24           15.       Many of these requests asked for information that was tenuously relevant or already  
25 in Apple’s possession, such as all Apple devices Plaintiffs ever owned or what other warranties  
26 they had. Apple maintains a record of its consumers’ devices and service events.

27           16.       Hagens Berman worked with Plaintiffs to respond to all discovery requests, produce  
28 discovery, and supplement their answers.

1           17. Hagens Berman issued two Rule 30(b)(6) deposition notices—one before class  
2 certification and one after—given Apple’s position that it would not provide certain information  
3 until after the Class was certified. After multiple meet-and-confers with Apple regarding those  
4 notices, we deposed five Rule 30(b)(6) designees.

5           18. Hagens Berman took the depositions of three additional fact witnesses, identified in  
6 Apple’s disclosure statement.

7           19. These fact and Rule 30(b)(6) depositions required significant preparation and time  
8 given the subject matter, which included Apple’s manufacturing and testing procedures and data  
9 capabilities and storage.

10           20. Hagens Berman defended both Plaintiffs’ depositions and a third fact witness (who  
11 had examined Carter’s iPhones). None of these witnesses had ever been deposed before, requiring  
12 us to meet with them the day before their depositions and adequately prepare them for deposition.

13           21. In total, Hagens Berman hired six experts for this case.

14           22. Dr Michael Pecht issued a report for Plaintiffs’ class certification motion. Hagens  
15 Berman chose not to update that report for merits for the sake of efficiency.

16           23. Dr. Robert Bardwell issued a report for Plaintiffs’ class certification motion. Apple  
17 would not provide its full return data before the Class was certified, so he had to rely on limited,  
18 grouped, return data. He provided an updated report using Apple’s full return data after the class  
19 was certified, coming to the same conclusion: remanufactured replacement devices were more  
20 likely to fail than new replacement devices.

21           24. Dr. Lance Kaufman issued a report for Plaintiffs’ class certification motion,  
22 identifying a method to measure classwide damages. He provided an updated report, using  
23 Apple’s full replacement device data and pricing that Apple provided after the Class was certified.  
24 Dr. Kaufman’s methodology remained the same: he measured the difference in retail price between  
25 new and remanufactured devices, with damages totaling \$754,893,730.

26           25. For merits, Hagens Berman also hired Steven Gaskin and Colin Weir. Mr. Gaskin  
27 performed a conjoint to determine the difference in market value between new and remanufactured  
28

1 devices, consistent with Plaintiffs' theory of liability. Using that conjoint analysis, Mr. Weir  
2 calculated damages totaling \$386,106,741.

3 26. In total, Apple identified thirteen experts for this case.

4 27. In opposing class certification, Apple identified three rebuttal experts: Drs. Glew,  
5 Hayter, and Cox. For merits, Apple did not use those experts again and instead offered three case-  
6 in-chief experts (Hal Perot, Lisa Jackson, and Dr. Craig Hillman) and seven rebuttal experts  
7 (Dr. Russell Rhinehart, Dr. Paul Briant, Dr. Philip Stark, Paul Meyer, Sarah Butler, Dr. Denise  
8 Martin, and Itamar Simonson).

9 28. Hal Perot ran a survey and opined that consumers understood the language  
10 "equivalent to new" to mean they would receive devices with used parts.

11 29. Lisa Jackson, an Apple executive, was going to testify that Apple recycled parts  
12 because of their commitment to the environment.

13 30. Dr. Craig Hillman opined that Apple's testing was sufficient to show equivalence,  
14 other companies used similar language to the AppleCare warranties, and recycling components  
15 followed industry best practices and Apple's commitment to the environment.

16 31. Dr. Pecht issued a rebuttal to Dr. Hillman.

17 32. Apple's new rebuttal experts offered new and differing opinions from Apple's  
18 initial rebuttal experts, including: (1) Dr. Pecht's "load theory" required empirical testing or a  
19 designed experiment; (2) testing on the iPhone SE disproved the load theory; (3) Dr. Bardwell's  
20 report shows correlation, not causation; (4) Dr. Bardwell improperly treated returns as failures; (5)  
21 Dr. Bardwell ignored confounding variables such as consumer behavior; (6) the proper measure of  
22 damages is a comparison of prices at which replacement devices could have resold in the market,  
23 resulting in no damages; (7) if damages are measured by market value, Plaintiffs must measure the  
24 loss due to a shorter economic life; (8) customers who sold, traded-in, or gave away their  
25 replacement device were not injured; (9) there were numerous errors in Mr. Gaskin's conjoint  
26 analysis; and (10) a conjoint on willingness to pay cannot be used to estimate market prices.

27 33. Several of Apple's rebuttal experts went beyond mere rebuttal, necessitating  
28 multiple meet-and-confers between the parties. After we began drafting motions to rebut or exclude

1 Apple's rebuttal experts, Apple agreed to allow Plaintiffs to issue sur-rebuttals to three of their  
2 experts.

3 34. Dr. Bardwell and Mr. Gaskin issued sur-rebuttal reports. Class Counsel also hired  
4 Dr. Abhijit Dasgupta to issue a sur-rebuttal report to the testing done on the iPhone SEs.

5 35. Dr. Bardwell, Dr. Kaufman, and Mr. Weir provided updates to their original reports,  
6 based on misinterpretations of and errors in Apple's data. Apple produced that data a week before  
7 the close of discovery, depriving Hagens Berman of the opportunity to depose Apple about that  
8 data or how to interpret it.

9 36. In response to Plaintiffs' updates, Apple provided updates for three of its rebuttal  
10 experts.

11 37. In total, Hagens Berman took twelve expert depositions, deposing Apple's three  
12 class certification rebuttal experts and deposing nine of Apple's ten experts for merits discovery  
13 (we chose not to depose Perot). These depositions required extensive preparation given the claims  
14 and the areas of testimony, which included electrical and reliability engineering, statistics, conjoint  
15 analysis, and economics.

16 38. Hagens Berman prepped their experts for and defended nine depositions, with  
17 Drs. Bardwell, Pecht, and Kaufman all being deposed twice.

18 39. Hagens Berman engaged in significant motion practice. The total submission to the  
19 Court for the certification briefing, including exhibits, was over 1,200 pages.

20 40. The total submission to the Court for the summary judgment briefing, including  
21 exhibits, was over 800 pages.

22 41. Apple's submission to the Court for its motion to decertify and four *Daubert*  
23 motions was over 2,500 pages. The total submission from both parties on these five motions was  
24 over 6,000 pages.

25 42. Hagens Berman prepared mediation statements for all four mediations—but for the  
26 sake of efficiency used earlier iterations of the mediation statement as a starting point when  
27 preparing for each new mediation.

28

1           43.     After the case settled, we litigated extensively the terms of the full-length  
2 agreement. It took two months of meet and confers, two rounds of arbitration, and negotiations  
3 with Apple to finalize the Settlement Agreement.

4           44.     The parties hired a private arbitrator to resolve two disputes related to the  
5 settlement.

6           45.     Hagens Berman spent significant time and effort in drafting and revising the  
7 Settlement Agreement, drafting the notices and preliminary approval motion, and briefing the  
8 arbitrator.

9           46.     Hagens Berman was preparing for trial when this case settled. Among other tasks,  
10 we: (1) drafted jury instructions and verdict forms; (2) drafted Plaintiffs' portions of the joint  
11 pretrial statement; (3) identified Plaintiffs' exhibits and objections to Apple's exhibits; (4)  
12 designated, counter-designated, and objected to deposition testimony; and (5) identified the  
13 subjects of and drafted Plaintiffs' motions in limine.

14           47.     Hagens Berman reviewed the settlement with Mr. Carter and Ms. Maldonado, and  
15 both expressed their approval of the settlement.

16           **II.     SUMMARY OF HAGENS BERMAN'S LODESTAR AND EXPENSES**

17           48.     Hagens Berman has dedicated a core team of individuals to the litigation of this  
18 action. Rather than the sprawling involvement of many firms, from the beginning of the case,  
19 Hagens Berman has dedicated an efficient and streamlined team to this litigation. In addition to  
20 co-counsel, this case was litigated primarily by three attorneys at Hagens Berman. We brought in  
21 additional attorneys to help with discrete tasks when needed. Those tasks were tailored to those  
22 attorneys' unique experiences and skills, resulting in additional efficiencies. By contrast, Apple's  
23 core team consisted of five attorneys from Morrison Foerster and five attorneys from Paul Weiss.

24           49.     The consequence of dedicating a team of experienced attorneys has meant that some  
25 of these professionals spent a large portion of their time on this case in the past four years.

26           50.     Hagens Berman has staffed this case entirely with its own resources during the  
27 pendency of the four years of litigation. Hagens Berman committed the time of experienced  
28



litigators to this case, in addition to countless hours from staff attorneys to review documents and assist in the prosecution of this litigation. A majority of Hagens Berman's document review was performed by in-house staff attorneys.

51. Hagens Berman has over 80 lawyers in offices across the country. Since its founding in 1993, the firm has been recognized in courts throughout the United States for its ability and experience in handling major class litigation efficiently and obtaining outstanding results for its clients.

#### A. Summary of Hagens Berman's Lodestar

52. Hagens Berman's lodestar is calculated based on the current hourly rates of the firm. These hourly rates are based on regular and ongoing monitoring of prevailing market rates of major, metropolitan areas where we practice, for attorneys of comparable skill, experience, and qualifications, which includes San Francisco, California.

53. Hagens Berman's total lodestar is \$7,678,865.00, which includes the work done by co-counsel as detailed in the Declaration of Renee Kennedy, which I incorporate by reference. The following chart reflects the name, title, hours, hourly rate, lodestar, and the total lodestar in this litigation.

Name	Title	Hours	Hourly Rate	Lodestar
<b>ATTORNEYS</b>				
Aragon, Leonard	Partner	92.7	\$750	\$69,525.00
Berman, Steve	Partner	397.2	\$1,200	\$476,640.00
Breckenridge, Jeniphr	Partner	87	\$850	\$76,125.00
Brennan, Hannah	Associate	.3	\$500	\$150.00
Brierley, Jason	Staff Attorney	190.6	\$375	\$71,475.00
Byszewski, Elaine	Partner	34	\$800	\$27,200.00
Carev, Robert	Partner	1,931.5	\$900	\$1,738,350.00
Chao, Sophia	Staff Attorney	1.5	\$375	\$562.50
DeStefano, John	Partner	1.8	\$650	\$1,170.00
Fitzpatrick, Rachel	Associate	.3	\$525	\$157.50
Gannon, Catherine	Partner	.5	\$675	\$337.50
Hanson, Maren	Contract Attorney	6.0	\$495	\$2,970.00
Kras, Michella	Of Counsel	5,084.3	\$650	\$3,304,795.00
Leach, Jamie	Staff Attorney	12	\$375	\$4,500.00
Lundsgaarde, Allan	Staff Attorney	657.5	\$375	\$246,562.50
Matt, Sean	Partner	224.9	\$875	\$196,787.50
O'Hara, Chris	Partner	176.5	\$700	\$123,550.00
Spiegel, Craig	Partner	523.5	\$850	\$444,975.00
Stowe, Jason	Staff Attorney	112.3	\$375	\$42,112.50

1	Stump, Zachary	Staff Attorney	219.5	\$400	\$87,800.00
<b>CO-COUNSEL</b>					
2	Kennedy, Renee	Attorney	902.3	\$425	\$383,477.50
<b>NON-ATTORNEYS</b>					
3	Conte, Jennifer	Paralegal	9	\$350	\$3,150.00
4	Decena, Jeaneth	Paralegal	.8	\$300	\$240.00
5	Flexer, Carrie	Paralegal	25	\$375	\$9,375.00
6	Gibson, Beth	Paralegal	456.2	\$300	\$136,860.00
7	Henson, Leigha	Paralegal	59	\$300	\$17,700.00
8	Huerta, Nicolle	Paralegal	9.2	\$350	\$3,220.00
9	James, Keiana	Paralegal	2	\$350	\$700.00
10	Johnson, Cindy	Paralegal	298.5	\$300	\$89,550.00
11	Kerzan, Radha	Litigation Technology Specialist	10.6	\$300	\$3,180.00
12	Miller, Brian	Paralegal	17	\$375	\$6,375.00
13	Montoya, Sandra	Paralegal	6.7	\$225	\$1,507.50
14	Moore, Audrey	Paralegal	139.8	\$300	\$41,940.00
15	Motz, Ammon	Contract Paralegal	41.5	\$100	\$4,150.00
16	Nolan, Amy	Paralegal	6	\$300	\$1,800.00
17	O'Neill, Georgia	Office Assistant	5	\$175	\$875.00
18	Skoda, Kennedy	Paralegal	48.4	\$250	\$12,100.00
19	Taylor, Shelby	Paralegal	9	\$300	\$2,700.00
20	Trillo Meth, Valentina	Paralegal	194.2	\$225	\$43,695.00
21	Waggoner, Heidi	Marketing & Communications Director	3	\$175	\$525.00
22	<b>TOTAL</b>		<b>11997.1</b>		<b>\$7,678,865.00</b>

23 54. Detailed and contemporaneously prepared time records supporting this summary are  
24 available, if requested by the Court.

#### 25 **B. Summary of Hagens Berman's Expenses and Costs**

26 55. Hagens Berman has expended \$1,397,165.53 in litigation expenses<sup>1</sup> in prosecuting  
27 this litigation, which includes expenses incurred by Ms. Kennedy as detailed in her declaration.  
28 These are the type of expenses typically billed by attorneys to paying clients in the marketplace  
and include such costs as fees paid or incurred to experts, online document repositories, and travel  
in connection with this litigation.

Category	Total
Airfare (010)	\$21,960.71

<sup>1</sup> We reimbursed Ms. Kennedy for certain expenses and fees she incurred in litigating *English*—totaling \$60,000—as we deemed some of that work helpful at the start of this case. Those expenses are not sought or included here.

Category	Total
Printing/Copying (015)	\$4,047.75
Miscellaneous Costs (code 020)	\$3,345.51
Deposition Transcripts and Videographers (018)	\$85,416.13
Mediation (061)	\$60,055.00
Outside Copy Support (035)	\$298.54
Filing Fee (072)	\$1,555.00
Experts (040)	\$1,151,575.78
Shipping (050)	\$711.21
Hotels (053)	\$13,190.93
Online Services/Legal Research (078) (055)	\$46,584.43
Meals (059)	\$1,878.29
Messenger/Process Service (060)	\$1,770.66
Transportation/Travel Expenses (070) (071)	\$2,406.16
Telephone/CourtCall (090)	\$223.58
Subtotal	\$1,395,019.68
Renee Kennedy Expenses	\$2,145.85
<b>TOTAL</b>	<b>\$1,397,165.53</b>

56. The litigation expenses incurred in prosecuting this case are reflected in the books and records of this firm. These books and records are prepared from expense vouchers and check records and are an accurate record of the expenses incurred.

57. A spreadsheet itemizing those costs is attached as Exhibit 1 to this Declaration. Receipts and records supporting those expenses are available, if requested by the Court.

### C. Expertise, Experience, and Work Performed by Core Team Members

58. The expertise and experience of lead counsel is another important factor in setting a fair fee. As demonstrated by our firm résumé, attached hereto as Exhibit 2, Hagens Berman is among the most experienced and skilled practitioners in the complex litigation field, and has a long and successful track record in such cases. Hagens Berman is a nationally recognized law firm, with offices in Berkeley, Seattle, Boston, Chicago, Los Angeles, San Diego, Phoenix, New York, Austin, and London. We have been consistently rated by the National Law Journal in the top ten of plaintiffs' firms in the country. The firm has extensive experience litigating complex class actions asserting claims of securities, investment fraud, product liability, tort, antitrust, consumer fraud,

1 employment, environmental, and ERISA cases. Moreover, the fact that Hagens Berman has  
2 demonstrated a willingness and ability to prosecute complex cases such as this was undoubtedly a  
3 factor that encouraged Apple to engage in settlement discussions, and added valuable leverage in  
4 the negotiations, ultimately resulting in the recovery for the Class.

5 59. In addition to biographies included in the attached firm résumé, below is a summary  
6 of the experience of the core team members and the work performed in this case:

7 60. Steve Berman, one of the founding partners of Hagens Berman, is widely regarded  
8 as one of the most effective class action attorneys in the country. He served as lead counsel for  
9 13 states in the tobacco litigation, leading to a settlement of \$206 billion—the largest in history.  
10 He, along with Marc Seltzer, was appointed *sua sponte* by Judge James V. Selna of the Central  
11 District of California to serve as co-lead counsel in *In re Toyota Motor Corp. Unintended*  
12 *Acceleration*. The \$1.6 billion settlement was then the largest auto settlement, both in terms of  
13 class members and recovery, in U.S. history. He was also instrumental in reaching a landmark  
14 \$208 million settlement for student athletes to remedy the NCAA’s anticompetitive refusal to allow  
15 member institutions to provide student athletes with the full cost of attendance. He has served as  
16 lead or co-lead counsel in antitrust, securities, consumer, and products liability litigation, as well as  
17 other complex litigation, including MDL actions, throughout the country. In addition, Mr. Berman  
18 was appointed to the plaintiffs’ steering committee by Judge Breyer in the *In re Volkswagen*  
19 *“Clean Diesel” Mktg., Sales Practices, and Prods. Liability Litig.*, No. 15-md-02672-CRB (N.D.  
20 Cal.), and was lead counsel for the franchise VW dealers who settled for \$1.2 billion.

21 61. Mr. Berman was lead counsel and supervised this case. His work included:  
22 reviewing and commenting on all motions; preparing for and arguing all dispositive motions;  
23 preparing for and attending all hearings; drafting, reviewing, and commenting on all mediation  
24 statements; attending in-person meet and confers; reviewing expert reports and working with the  
25 experts; attending and negotiating all settlement conferences; preparing for trial; and negotiating  
26 the terms of the settlement.

27 62. Robert B. Carey is the managing partner of Hagen’s Berman’s Phoenix office and a  
28 member of Hagens Berman’s executive committee. He is an experienced trial lawyer with 34 years

1 of experience, who has won multi-million-dollar jury verdicts against some of the country's largest  
2 organizations. Mr. Carey and his team recently won a monumental \$383.5 million jury verdict  
3 against GranuFlo dialysis provider, DaVita Inc. Mr. Carey's other notable cases include leading a  
4 class action settlement against Hyundai/Kia for their misrepresentations about their MPG, securing  
5 a settlement against Electronic Arts and the NCAA for the misappropriation of the student athletes'  
6 likeness, and helping originate the *In re Volkswagen "Clean Diesel"* case. Mr. Carey's expertise  
7 includes class-action lawsuits, bad-faith insurance, personal injury, and medical malpractice.

8 63. Mr. Carey took an active and significant role in this case. His work included:  
9 investigating the initial claims; reviewing, commenting on, and editing pleadings, motions,  
10 discovery, mediation statements, and correspondence; working with experts and reviewing expert  
11 reports; preparing for and arguing several motions, including preparing for the opposition to the  
12 motion for summary judgment; attending hearings; negotiating the terms of the settlement and final  
13 agreement; deposing three Rule 30(b)(6) designees, three fact witnesses, and four of Apple's  
14 experts; and defending three expert witness deposition. Because of his significant trial experience,  
15 Mr. Carey was instrumental in preparing for trial: preparing focus group materials and analyzing  
16 focus group feedback and results; revising and editing jury instructions, verdict forms, and the joint  
17 pre-trial statement; reviewing trial exhibits and deposition designations; preparing voir dire; and  
18 identifying and supervising motions in limine. Along with Mr. Berman, he negotiated the  
19 settlement and its terms.

20 64. Michella A. Kras is of counsel with Hagens Berman with 18 years of litigation  
21 experience. Since joining the firm in 2013, she has worked on a variety of consumer class actions,  
22 medical malpractice, and wrongful death cases. While at Hagens Berman she brought and settled a  
23 data breach class action against Maricopa County Community College District and spent eight  
24 years litigating a class action against one of the nation's largest trucking companies related to how  
25 they short-pay drivers. Before joining the firm, she worked at an international law firm, where she  
26 practiced commercial litigation, securities litigation, and employment law.

27 65. Ms. Kras handled much of the day-to-day litigation, including most discovery and  
28 motion practice. Ms. Kras drafted the Amended Complaint, the class certification briefing, the

1 opposition to the motion for summary judgment, mediation statements, a large portion of the  
2 *Daubert* briefing, the motion for preliminary approval, and the motion for costs and fees. She  
3 drafted all discovery, drafted most of the correspondence, and engaged in countless meet and  
4 confers. She oversaw the document review performed by staff attorneys, specifically Jason Brierly,  
5 Allan Lundsgaarde, Jason Stowe, and Zachary Stump. Ms. Kras deposed five experts and two  
6 Rule 30(b)(6) designees. She also defended three fact depositions and four expert depositions,  
7 preparing those witnesses for their depositions. She prepared for and attended all hearings and  
8 attended all mediations. She spent significant time on trial preparation, including: drafting and  
9 narrating focus group materials; drafting Plaintiffs' portions of the joint pre-trial statement;  
10 identifying exhibits; reviewing and revising jury instructions and verdict forms; designating,  
11 objecting to, and counter-designating testimony; and drafting motions in limine. She also helped  
12 negotiate and draft the terms of the settlement.

13 66. Hagens Berman staffed the case efficiently with the core team of Steve Berman,  
14 Rob Carey, and Michella Kras, bringing in additional attorneys with specialized experience to help  
15 on certain tasks when needed.

16 67. Craig Seigel is a partner with Hagens Berman with an expertise in class-action  
17 litigation and 42 years of experience. Mr. Seigel joined the team to draft the response to Apple's  
18 motion to decertify, draft arbitration briefs for the settlement, and assist with trial preparation. He  
19 drafted jury instructions and verdict forms, assisted drafting the joint pre-trial statement, drafted  
20 motions in limine, and was a key member of the trial preparation team.

21 68. Sean Matt is a founding partner of Hagens Berman with 29 years of experience. His  
22 practice focuses on multi-state and nationwide class actions and complex commercial litigation,  
23 encompassing securities and finance, consumer, antitrust, insurance and products. Mr. Matt has  
24 significant experience working with experts using conjoint analysis. Mr. Matt joined the team to  
25 work with Steven Gaskin and Colin Weir on their conjoint analysis and damages. He defended  
26 their depositions, deposed Apple's three rebuttal experts to Gaskin and Weir, and drafted and  
27 assisted with the *Daubert* motions relating to each of those experts.

28

1           69.     Chris O’Hara is a partner at Hagens Berman with 34 years of experience.  
2     Mr. O’Hara is the firm’s expert in class notice and administration of settlements. His work on  
3     this case included: drafting the motion to approve the manner and form of class notice; drafting the  
4     notices to the class; negotiating with Apple on notice; and working with the notice and claims  
5     administrator.

6           70.     Beth Gibson has been a paralegal in Hagens Berman’s Phoenix office since 2019,  
7     managing complex class actions in a variety of state and federal courts. Before joining Hagens  
8     Berman, she was a Legal Assistant at an international multi-service litigation firm for fifteen years,  
9     specializing in complex commercial litigation and amassed extensive experience in district courts  
10    across the country. Ms. Gibson has been the main paralegal on this case since she joined the firm.  
11    Her work included: preparing, editing, and redacting all briefing for filing; assisting with  
12    discovery; maintaining a discovery log and managing the document database; fielding class  
13    member calls; pre-trial preparation; and assisting with the settlement.

14           71.     Cindy Johnson is a senior paralegal at Hagen Berman’s Phoenix office.  
15    Ms. Johnson attended the Phoenix Paralegal Institute, completed the program offered by NALA,  
16    the Paralegal Association, to obtain the Certified Paralegal (CP) certification, and maintains  
17    certification through continuing education. NALA’s Certified Paralegal Program has been  
18    acknowledged by the American Bar Association as a mark of excellence, and the National  
19    Commission for Certifying Agencies granted accreditation to the program. Ms. Johnson has over  
20    forty years of experience as a paralegal handling complex civil litigation matters. Since 2008, she  
21    has managed complex class actions in this district and many others. Ms. Johnson was the main  
22    paralegal on this case before Ms. Gibson joined the firm, and she has continued to work with the  
23    team on the case. Her work included: preparing, editing, and redacting all briefing for filing;  
24    assisting with discovery; maintaining a discovery log and managing the document database;  
25    fielding class member calls; pre-trial preparation; settlement; and assisting with the motion for fees.



1 I declare under penalty of perjury under the laws of the United States that the foregoing is  
2 true and correct.

3 Executed this 28th day of January 2022 at Seattle, Washington.

4  
5 */s/ Steve W. Berman*

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7 STEVE W. BERMAN  
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# EXHIBIT 1

## 000000010637-AppleCare+

Date	Narrative	Amount
Expense Code: 010		
3/31/2017	American Express; Invoice # Feb-17 AMEX (CJ); Airfare for Michella Kras, PHX-SFO, 03/01/17	\$358.20
3/31/2017	American Express; Invoice # Feb-17 AMEX (CJ); Airfare for Michella Kras, SFO-PHX, 03/01/17	\$358.94
10/3/2017	American Express; Invoice # Aug-17 AMEX (CJ); Airfare for Michella Kras, PHX-SFO-PHX, 08/29-08/31/17	\$193.95
10/3/2017	American Express; Invoice # Aug-17 AMEX (CJ); Airfare for Justin Carter, VLD-SFO-VLD, 08/29-08/31/17	\$584.10
10/3/2017	American Express; Invoice # Aug-17 AMEX (CJ); Airfare for Vicky Maldonado, HOU-SFO-HOU, 08/30-09/01/17	\$681.59
10/25/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Airfare. Reimbursement for baggage check in fee on 10/08/17.	\$25.00
10/25/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Airfare. Reimbursement for baggage check in fee on 10/09/17.	\$25.00
10/31/2017	Michella Kras; Invoice # AppleCare 10/09/17; Airfare. Reimbursement for baggage check in fee on 10/08/17, travel to San Francisco for Vicky Maldonado deposition.	\$25.00
10/31/2017	Michella Kras; Invoice # AppleCare 10/09/17; Airfare. Reimbursement for baggage check fee on 10/09/17, during travel from San Francisco after Vicky Maldonado deposition.	\$25.00
10/31/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Airfare. Reimbursement for baggage check in fee on 10/09/17.	(\$25.00)
10/31/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Airfare. Reimbursement for baggage check in fee on 10/08/17.	(\$25.00)
11/2/2017	American Express; Invoice # Sep-17 AMEX (CJ); Airfare for Michella Kras, PHX-SFO-PHX, 08/29-08/30/17	\$262.01
11/2/2017	American Express; Invoice # Sep-17 AMEX (CJ); Airfare - Refund from American Airlines for Vicky Maldonado travel, HOU-SFO-HOU, 08/30-09/01/17	(\$681.59)
11/2/2017	American Express; Invoice # Sep-17 AMEX (CJ); Airfare for Michella Kras, PHX-SFO-PHX, 10/08-10/09/17	\$334.40
11/2/2017	American Express; Invoice # Sep-17 AMEX (CJ); Airfare for Vicky Maldonado, IAH-SFO, 10/08/17	\$674.20
11/2/2017	American Express; Invoice # Sep-17 AMEX (CJ); Airfare for Vicky Maldonado, SFO-IAH, 10/09/17	\$674.20
11/3/2017	Michella Kras; Invoice # AppleCare 10/20/17; Airfare. Reimbursement for bag check in fee on 10/19/17.	\$25.00
11/3/2017	Michella Kras; Invoice # AppleCare 10/20/17; Airfare. Reimbursement for bag check in fee on 10/20/17.	\$25.00
12/15/2017	American Express; Invoice # Oct-17 AMEX (CJ); Airfare for Michella Kras, PHX-SFO-PHX, 10/19-10/20/17	\$721.97
12/15/2017	American Express; Invoice # Oct-17 AMEX (CJ); Airfare for Michella Kras, PHX-SFO, 10/19/17	\$360.20
12/15/2017	American Express; Invoice # Oct-17 AMEX (CJ); Airfare Refund for Michella Kras, SFO-PHX, 10/20/17	(\$360.99)
12/15/2017	American Express; Invoice # Oct-17 AMEX (CJ); Airfare Seat Upgrade for Michella Kras, SFO-PHX, 10/20/17	\$16.76
12/15/2017	American Express; Invoice # Oct-17 AMEX (CJ); Airfare for Michella Kras, SFO-PHX, 10/20/17	\$360.20
10/30/2018	American Express; Invoice # Sep-18 AMEX (CJ); Airfare for Rob Carey, PHX-SJC-PHX, 10/08-10/09/18	\$265.41
10/30/2018	American Express; Invoice # Sep-18 AMEX (CJ); Airfare for Michella Kras, PHX-SJC-PHX, 10/08-10/09/18	\$265.41
12/13/2018	American Express; Invoice # Oct-18 AMEX (CJ); Airfare Change Fee for Rob Carey, PHX-SJC-PHX, 10/08-10/09/18	\$75.00
12/13/2018	American Express; Invoice # Oct-18 AMEX (CJ); Airfare Change Fee for Michella Kras, PHX-SJC-PHX, 10/08-10/09/18	\$75.00

12/13/2018	American Express; Invoice # Oct-18 AMEX (CJ); Airfare for Rob Carey, PHX-SJC-PHX, 10/28-10/29/18	\$467.40
12/13/2018	American Express; Invoice # Oct-18 AMEX (CJ); Airfare for Michella Kras, PHX-SJC-PHX, 10/28-10/29/18	\$467.40
12/28/2018	Steve W. Berman; Invoice # Tavel 10/29/18; Airfare. Reimbursement for airfare for Steve Berman to travel to San Jose for mediation with Edward Panelli on 10/29/18.	\$345.40
2/12/2019	American Express; Invoice # Dec-18 AMEX (CJ); Airfare for Rob Carey, PHX-OAK, 12/17/18	\$103.20
2/12/2019	American Express; Invoice # Dec-18 AMEX (CJ); Airfare for Michella Kras, PHX-OAK, 12/17/18	\$103.20
2/12/2019	American Express; Invoice # Dec-18 AMEX (CJ); Airfare for Rob Carey, OAK-PHX, 12/19/18	\$213.20
2/12/2019	American Express; Invoice # Dec-18 AMEX (CJ); Airfare for Michella Kras, OAK-PHX, 12/19/18	\$213.20
3/1/2019	American Express; Invoice # Jan-19 AMEX (CJ); Airfare for Rob Carey, PHX-SJC, 01/07/19	\$265.20
3/1/2019	American Express; Invoice # Jan-19 AMEX (CJ); Airfare for Michella Kras, PHX-SJC, 01/07/19	\$265.20
3/1/2019	American Express; Invoice # Jan-19 AMEX (CJ); Airfare for Rob Carey, SFO-PHX, 01/11/19	\$382.98
3/1/2019	American Express; Invoice # Jan-19 AMEX (CJ); Airfare for Michella Kras, SFO-PHX, 01/11/19	\$382.98
3/1/2019	American Express; Invoice # Jan-19 AMEX (CJ); Airfare for Rob Carey, DEN-SJC, 01/07/19	\$424.98
3/1/2019	American Express; Invoice # Jan-19 AMEX (CJ); Airfare for Rob Carey, PHX-SFO, 01/11/19	\$382.98
3/1/2019	American Express; Invoice # Jan-19 AMEX (CJ); Airfare for Michella Kras, PHX-SFO, 01/11/19	\$382.98
3/1/2019	American Express; Invoice # Jan-19 AMEX (CJ); Airfare for Michella Kras, SJC-PHX, 01/08/19	\$429.98
3/1/2019	American Express; Invoice # Jan-19 AMEX (CJ); Airfare for Rob Carey, SJC-PHX, 01/08/19	\$429.98
3/4/2019	Robert Carey; Invoice # AppleCare 10/29/18; Airfare. Reimbursement for airfare upgrade fee for travel to San Jose, CA. on 10/27/18, for mediation.	\$30.00
3/4/2019	Robert Carey; Invoice # AppleCare 10/29/18; Airfare. Reimbursement for in flight WiFi on 10/28/18.	\$8.00
3/4/2019	Robert Carey; Invoice # AppleCare 10/29/18; Airfare. Reimbursement for airfare for Rob Carey and Michella Kras to return from mediation on 10/29/18.	\$757.96
3/21/2019	American Express; Invoice # Feb-19 AMEX (CJ); Airfare for Michella Kras, PHX-SFO-PHX, 03/05-03/07/19	\$765.96
4/19/2019	Steve W. Berman; Invoice # Travel 03/21/19; Airfare. Airfare for Steve Berman to travel to San Jose for mediation on 03/18/19.	\$307.59
4/25/2019	American Express; Invoice # Mar-19 AMEX (CJ); Airfare for Rob Carey, PHX-DCA, 03/13/19	\$329.30
4/25/2019	American Express; Invoice # Mar-19 AMEX (CJ); Airfare for Rob Carey, BWI-LAS, 03/14/19	\$686.98
4/25/2019	American Express; Invoice # Mar-19 AMEX (CJ); Airfare for Michella Kras, PHX-SJC, 03/17/19	\$367.98
4/25/2019	American Express; Invoice # Mar-19 AMEX (CJ); Airfare for Rob Carey, PHX-SJC, 03/17/19	\$367.98
4/25/2019	American Express; Invoice # Mar-19 AMEX (CJ); Airfare for Michella Kras, PHX-SFO-PHX, 04/14-04/16/19	\$765.96
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Airfare. Reimbursement for airfare on 04/16/19.	\$389.98
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Airfare. Reimbursement for preferred seating upgrade.	\$42.40
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Airfare. Reimbursement for change fee for Rob Carey on 01/11/19.	\$7.00
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Airfare. Reimbursement for change fee for M. Krass on 01/11/19.	\$7.00

5/24/2019	American Express; Invoice # Apr-19 AMEX (CJ); Airfare - Preferred Seat Upgrade for Rob Carey, DEN-SFO, 04/18/19	\$53.00
5/24/2019	American Express; Invoice # Apr-19 AMEX (CJ); Airfare for Rob Carey, DEN-SFO, 04/18/19	\$266.30
5/24/2019	American Express; Invoice # Apr-19 AMEX (CJ); Airfare for Rob Carey, SFO-PHX, 04/19/19	\$382.98
7/25/2019	American Express; Invoice # Jun-19 AMEX (CJ); Airfare for Thang Huynh, ATL-SFO-ATL, 07/01-07/03/19	\$1,066.60
7/25/2019	American Express; Invoice # Jun-19 AMEX (CJ); Airfare for Michella Kras, PHX-SFO-PHX, 07/01-07/02/19	\$775.96
8/20/2019	American Express; Invoice # Jul-19 AMEX (CJ); Airfare - Partial Refund for Michella Kras, PHX-SFO-PHX, 07/01-07/02/19	(\$387.98)
8/20/2019	American Express; Invoice # Jul-19 AMEX (CJ); Airfare for Rob Carey, SFO-PHX, 08/07/19	\$387.98
8/20/2019	American Express; Invoice # Jul-19 AMEX (CJ); Airfare for Michella Kras, SFO-PHX, 08/07/19	\$387.98
8/20/2019	American Express; Invoice # Jul-19 AMEX (CJ); Airfare for Rob Carey, PHX-SFO, 08/06/19	\$218.30
8/20/2019	American Express; Invoice # Jul-19 AMEX (CJ); Airfare for Michella Kras, PHX-SFO, 08/06/19	\$218.30
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Airfare. Reimbursement for airfare from San Francisco to Phoenix on 08/07/19, for Rob Carey.	\$365.30
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Airfare. Reimbursement for airport service fees on 08/07/19, for Rob Carey.	\$35.00
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Airfare. Reimbursement for airfare from San Francisco to Phoenix on 08/07/19, for Michella Kras.	\$365.30
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Airfare. Reimbursement for airport service fees on 08/07/19, for Michell Kras.	\$35.00
9/13/2019	Michella Kras; Invoice # AppleCare 08/07/19; Airfare. Reimbursement for airfare to travel from Oakland to Phoenix on 07/02/19.	\$394.98
9/18/2019	American Express; Invoice # Aug-19 AMEX (CJ); Airfare Refund for Michella Kras, SFO-PHX, 08/07/19	(\$387.98)
9/18/2019	American Express; Invoice # Aug-19 AMEX (CJ); Airfare Refund for Rob Carey, SFO-PHX, 08/07/19	(\$387.98)
9/19/2019	Steve W. Berman; Invoice # Travel 08/21/19; Airfare. Reimbursement for airfare for Steve Berman to travel to San Francisco on 08/07/19, for hearing on class certification.	\$330.30
1/30/2020	American Express; Invoice # Dec-19 AMEX (CJ); Airfare for Rob Carey, PHX-SJC-PHX, 12/17-12/18/19	\$799.96
2/26/2020	Robert Carey; Invoice # AppleCare 02/09/20; Airfare. Reimbursement for aifare to travel to Oakland from 02/03/20 - 02/09/20, for deposition.	\$369.00
5/29/2020	Robert Carey; Invoice # AppleCare 3/13/20; Airfare. Reimbursement for American Airlines - in flight WiFi on 03/13/20.	\$16.00
6/25/2020	American Express; Invoice # Mar-20 AMEX (CJ); Airfare for Rob Carey, PHX-DCA-PHX, 03/11-03/12/20	\$600.70
6/29/2020	American Express; Invoice # Mar-20 AMEX (LWA); Airfare, PHX-BOS, 03/10/20	\$438.20
6/29/2020	American Express; Invoice # Mar-20 AMEX (LWA); Airfare, BOS-PHX, 03/12/20	\$69.99
6/29/2020	American Express; Invoice # Mar-20 AMEX (LWA); Airfare, BOS-PHX, 03/12/20	\$116.21
6/29/2020	American Express; Invoice # Mar-20 AMEX (LWA); Airfare - Viasat Inflight Wifi, 03/10/20	\$18.00
		SUM=\$21,960.71
Expense Code: 015		
9/20/2016	Print	\$0.25
9/20/2016	Print	\$2.00
9/21/2016	Print	\$1.50
9/21/2016	Print	\$3.25

9/21/2016	Print	\$8.75
10/5/2016	Print	\$19.25
2/28/2017	Print	\$0.25
2/28/2017	Print	\$0.25
3/2/2017	Print	\$0.50
3/2/2017	Print	\$2.25
3/6/2017	Print	\$3.25
4/18/2017	Print	\$1.75
4/18/2017	Print	\$1.75
4/18/2017	Print	\$1.50
4/18/2017	Print	\$4.00
4/18/2017	Print	\$5.00
4/18/2017	Print	\$2.00
5/31/2017	Copy	\$10.50
7/5/2017	Scan	\$1.25
8/11/2017	Scan	\$1.25
8/11/2017	Copy	\$5.00
8/28/2017	Scan	\$1.00
8/28/2017	Scan	\$0.25
8/31/2017	Scan	\$0.25
8/31/2017	Scan	\$2.75
9/22/2017	Scan	\$6.00
9/22/2017	Print	\$1.25
9/22/2017	Scan	\$0.75
9/28/2017	Scan	\$1.00
10/30/2017	Scan	\$1.00
10/31/2017	Scan	\$1.50
11/3/2017	Scan	\$0.50
11/13/2017	Scan	\$0.50
3/1/2018	Scan	\$7.00
4/17/2018	Scan	\$2.00
4/17/2018	Scan	\$2.00
7/9/2018	Scan	\$0.75
10/9/2018	Scan	\$2.25
10/24/2018	Scan	\$32.25
10/25/2018	Print	\$0.25
10/25/2018	Print	\$3.00
10/25/2018	Print	\$3.50
10/25/2018	Print	\$3.25
10/25/2018	Print	\$7.25
10/25/2018	Print	\$1.00
10/25/2018	Print	\$0.75
10/25/2018	Print	\$2.75
10/25/2018	Print	\$4.25
10/25/2018	Print	\$4.50
11/8/2018	Scan	\$0.75
11/13/2018	Scan	\$2.50
11/28/2018	Scan	\$0.50
1/3/2019	Scan	\$4.00
2/25/2019	Scan	\$1.50
3/5/2019	Scan	\$12.25
3/5/2019	Copy	\$0.25

3/13/2019	Print	\$7.50
3/20/2019	Print	\$18.00
3/22/2019	Scan	\$0.75
4/9/2019	Print	\$0.50
4/9/2019	Print	\$5.25
4/9/2019	Print	\$0.50
4/9/2019	Print	\$1.50
4/9/2019	Print	\$3.00
4/9/2019	Print	\$1.75
4/9/2019	Print	\$11.00
4/9/2019	Print	\$34.25
4/9/2019	Print	\$0.50
4/9/2019	Print	\$0.75
4/9/2019	Print	\$9.25
4/9/2019	Print	\$4.00
4/9/2019	Print	\$2.25
4/9/2019	Print	\$0.75
4/9/2019	Print	\$1.50
4/9/2019	Print	\$0.75
4/9/2019	Print	\$0.75
4/9/2019	Print	\$7.25
4/9/2019	Print	\$10.25
4/9/2019	Print	\$0.50
4/9/2019	Print	\$0.50
4/9/2019	Print	\$5.25
4/9/2019	Print	\$4.75
4/9/2019	Print	\$10.75
4/9/2019	Print	\$7.50
4/9/2019	Print	\$2.25
4/9/2019	Print	\$0.50
4/9/2019	Print	\$0.50
4/9/2019	Print	\$3.50
4/9/2019	Print	\$1.50
4/9/2019	Print	\$5.00
4/9/2019	Print	\$10.25
4/9/2019	Print	\$4.50
4/9/2019	Print	\$10.75
4/9/2019	Print	\$7.50
4/9/2019	Print	\$2.25
4/9/2019	Print	\$5.50
4/9/2019	Print	\$24.50
4/9/2019	Print	\$0.75
4/9/2019	Print	\$28.00
4/9/2019	Print	\$5.75
4/9/2019	Print	\$0.75
4/9/2019	Print	\$1.50
4/9/2019	Print	\$0.75
4/9/2019	Print	\$0.75
4/9/2019	Print	\$7.75
4/9/2019	Print	\$19.25
5/17/2019	Print	\$19.00
7/23/2019	Print	\$15.50





8/2/2019	Print	\$0.25
8/2/2019	Print	\$0.25
8/2/2019	Print	\$0.25
8/2/2019	Print	\$0.50
8/2/2019	Print	\$0.50
8/2/2019	Print	\$0.25
8/2/2019	Print	\$0.25
8/2/2019	Print	\$0.25
8/2/2019	Print	\$0.25
8/2/2019	Print	\$0.25
8/2/2019	Print	\$0.25
8/2/2019	Print	\$0.25
8/2/2019	Print	\$0.50
8/2/2019	Print	\$0.25
8/2/2019	Print	\$0.25
8/2/2019	Print	\$0.25
8/2/2019	Print	\$0.25
8/5/2019	Print	\$0.75
8/5/2019	Print	\$1.25
8/5/2019	Print	\$1.50
8/5/2019	Print	\$0.25
8/5/2019	Print	\$18.00
8/6/2019	Print	\$0.25
8/6/2019	Print	\$0.25
8/8/2019	Print	\$13.00
8/8/2019	Print	\$7.00
8/8/2019	Print	\$6.25
8/9/2019	Print	\$3.75
8/9/2019	Print	\$3.25
8/9/2019	Print	\$3.25
8/15/2019	Print	\$8.25
8/19/2019	Print	\$4.25
8/20/2019	Print	\$1.00
8/20/2019	Print	\$1.00
8/20/2019	Print	\$3.50
8/20/2019	Print	\$0.25
9/4/2019	Print	\$6.25
9/4/2019	Print	\$8.75
9/5/2019	Print	\$0.75
9/5/2019	Print	\$5.00
9/12/2019	Print	\$4.00
9/17/2019	Print	\$8.00
9/17/2019	Print	\$6.75
9/18/2019	Print	\$1.25
10/3/2019	Print	\$12.75
10/7/2019	Print	\$0.50
10/7/2019	Print	\$2.50
10/7/2019	Print	\$6.75
10/7/2019	Print	\$7.50
10/9/2019	Print	\$6.75
10/9/2019	Print	\$2.25

10/9/2019	Print	\$2.00
10/9/2019	Print	\$5.00
10/10/2019	Print	\$2.75
10/10/2019	Print	\$19.25
10/10/2019	Print	\$2.00
10/10/2019	Print	\$21.50
10/10/2019	Print	\$2.00
10/23/2019	Print	\$11.00
10/24/2019	Print	\$0.25
10/24/2019	Print	\$7.75
10/24/2019	Print	\$6.75
10/24/2019	Print	\$6.75
11/13/2019	Print	\$16.00
12/9/2019	Print	\$17.75
12/9/2019	Print	\$1.00
1/17/2020	Print	\$23.50
2/11/2020	Print	\$26.00
2/12/2020	Print	\$0.25
2/12/2020	Print	\$10.50
2/12/2020	Print	\$1.50
2/12/2020	Print	\$9.00
4/2/2020	Print	\$50.25
4/2/2020	Print	\$13.00
4/2/2020	Print	\$14.75
4/2/2020	Print	\$31.75
4/2/2020	Print	\$8.50
4/2/2020	Print	\$3.50
4/2/2020	Print	\$9.00
4/2/2020	Print	\$46.25
4/2/2020	Print	\$1.25
11/13/2020	Print	\$15.50
11/16/2020	Print	\$76.75
11/17/2020	Print	\$3.00
11/18/2020	Print	\$20.75
11/19/2020	Print	\$0.75
12/1/2020	Print	\$4.50
12/3/2020	Print	\$7.25
12/4/2020	Print	\$0.75
12/8/2020	Print	\$30.25
12/8/2020	Copy	\$0.25
12/9/2020	Print	\$35.50
12/17/2020	Print	\$1.75
2/24/2021	Print	\$13.75
3/15/2021	Print	\$3.00
3/16/2021	Print	\$13.50
3/22/2021	Print	\$9.50
3/23/2021	Print	\$8.25
3/24/2021	Print	\$16.00
3/29/2021	Print	\$15.75
4/6/2021	Print	\$29.50
4/12/2021	Print	\$16.00
4/13/2021	Print	\$15.50

4/14/2021	Print	\$5.25
4/14/2021	Copy	\$0.50
4/20/2021	Print	\$2.25
4/28/2021	Print	\$7.75
5/5/2021	Print	\$11.75
5/14/2021	Print	\$15.75
6/2/2021	Print	\$0.25
6/2/2021	Copy	\$0.50
6/11/2021	Print	\$917.00
6/14/2021	Print	\$126.00
6/18/2021	Print	\$4.50
6/22/2021	Print	\$953.75
9/8/2021	Print	\$16.25
10/26/2021	Print	\$23.25
11/9/2021	Print	\$1.50
		SUM=\$4,047.75
Expense Code: 018		
9/29/2016	NextGeneration Reporting, LLC; Invoice # Apple 09/27/2016; Court Reporters/Depositions. For services provide re Apple Care case.	\$3,000.00
9/27/2017	Planet Depos, LLC; Invoice # 185716; Court Reporters/Depositions. For deposition of Justin Carter taken on 08/30/17.	\$963.90
1/25/2018	Planet Depos, LLC; Invoice # 192038; Court Reporters/Depositions. For transcript with index of deposition of Vicky Maldonado taken on 10/09/17.	\$586.95
12/6/2018	Planet Depos, LLC; Invoice # 242782; Court Reporters/Depositions. For videography services for the deposition of Avijit Sen taken on 10/09/18.	\$750.00
12/6/2018	Planet Depos, LLC; Invoice # 242126; Court Reporters/Depositions. For expedited transcript with index of the deposition of Avijit Sen taken on 10/09/18.	\$2,656.65
2/12/2019	Planet Depos, LLC; Invoice # 257709; Court Reporters/Depositions. For videography services for the deposition of Michael Lanigan taken on 01/11/2019.	\$750.00
2/12/2019	Planet Depos, LLC; Invoice # 257691; Court Reporters/Depositions. For transcript with index of deposition of Michael Lanigan taken on 01/11/2019.	\$1,598.20
3/8/2019	Planet Depos, LLC; Invoice # 256859; Court Reporters/Depositions. For video deposition of Jason Fu taken on 01/08/19.	\$1,125.00
3/8/2019	Planet Depos, LLC; Invoice # 256856; Court Reporters/Depositions. For deposition transcript with index of Jason Fu taken on 01/08/19.	\$1,833.70
3/26/2019	Planet Depos, LLC; Invoice # 266173; Court Reporters/Depositions. For deposition of Lance Kaufman, Ph.D. taken on 03/07/19.	\$1,287.05
3/26/2019	Planet Depos, LLC; Invoice # 265972; Court Reporters/Depositions. For deposition of Robert Bardwell, Ph.D. taken on 03/06/19.	\$1,006.70
5/10/2019	Planet Depos, LLC; Invoice # 261921; Court Reporters/Depositions. Charges for Michael Lanigan, Corporate Designee video synchronization.	\$200.00
5/10/2019	Planet Depos, LLC; Invoice # 261920; Court Reporters/Depositions. Charges for Jason Fu video synchronization.	\$350.00
5/10/2019	Planet Depos, LLC; Invoice # 261919; Court Reporters/Depositions. Charges for Avijit Sen video synchronization.	\$200.00
5/14/2019	Planet Depos, LLC; Invoice # 267432; Court Reporters/Depositions. For transcript with index of deposition of Michael Pecht taken on 03/14/19.	\$879.85
5/30/2019	Planet Depos, LLC; Invoice # 274333; Court Reporters/Depositions. For videography services for the deposition of Anthony Hayter, Ph.D. taken on 04/19/19.	\$1,218.75
5/30/2019	Planet Depos, LLC; Invoice # 274413; Court Reporters/Depositions. For expedited transcript with index of deposition of Anthony Hayter, Ph.D. taken on 04/19/19.	\$2,131.90

5/30/2019	Planet Depos, LLC; Invoice # 277826; Court Reporters/Depositions. For videography services for the deposition of Anthony Hayter, Ph.D. (Synchronization).	\$375.00
5/30/2019	Planet Depos, LLC; Invoice # 277825; Court Reporters/Depositions. For videography services for the deposition of Robert Bardwell, Ph.D. taken on 03/06/19.	\$515.00
5/30/2019	Planet Depos, LLC; Invoice # 277827; Court Reporters/Depositions. For videography services for the deposition of Alexander Glew, Ph.D. taken on 04/16/19 (Synchronization).	\$350.00
5/30/2019	Planet Depos, LLC; Invoice # 277828; Court Reporters/Depositions. For videography services for the deposition of Alan Cox, Ph.D. taken on 04/15/19 (Synchronization).	\$300.00
6/11/2019	Planet Depos, LLC; Invoice # 273136; Court Reporters/Depositions. For videography services for the deposition of Alexander Glew, Ph.D. taken on 04/16/19.	\$1,187.50
6/11/2019	Planet Depos, LLC; Invoice # 271835; Court Reporters/Depositions. For expedited transcript with index of deposition of Alexander Glew, Ph.D. taken on 04/16/19.	\$2,604.20
6/11/2019	Planet Depos, LLC; Invoice # 271676; Court Reporters/Depositions. For videography services for the deposition of Alan Cox, Ph.D. taken on 04/15/19.	\$1,000.00
6/11/2019	Planet Depos, LLC; Invoice # 271583; Court Reporters/Depositions. For expedited transcript with index of deposition of Alan Cox, Ph.D. taken on 04/15/19.	\$1,929.25
7/22/2019	Planet Depos, LLC; Invoice # 286085; Court Reporters/Depositions. For deposition of Thanh Huynh taken on 07/02/19.	\$787.40
8/14/2019	Belle Ball, CSR; Invoice # 20190183; Court Reporters/Depositions. For transcript of hearing held before Hon. William Orrick on August 7, 2019 re Maldonado.	\$24.00
1/15/2020	Planet Depos, LLC; Invoice # 315737; Court Reporters/Depositions. For videography services for the deposition of Jackie Healey taken on 12/19/19.	\$500.00
1/15/2020	Planet Depos, LLC; Invoice # 314340; Court Reporters/Depositions. For transcript with index of deposition of Jackie Healy taken on 12/19/19.	\$653.80
1/15/2020	Planet Depos, LLC; Invoice # 314331; Court Reporters/Depositions. For transcript with index of depositions of Christ Schaeffer and Jack Horan taken on 12/18/19.	\$1,822.05
1/15/2020	Planet Depos, LLC; Invoice # 314420; Court Reporters/Depositions. For videography services for the depositions of Christ Schaeffer and Jack Horan taken on 12/18/19.	\$875.00
3/3/2020	Planet Depos, LLC; Invoice # 321970; Court Reporters/Depositions. For videography services for the depositon of Stanley Randell Teele taken on 02/06/20.	\$750.00
3/3/2020	Planet Depos, LLC; Invoice # 322378; Court Reporters/Depositions. For transcript of deposition of Stanley Randall Teele taken on 02/06/20.	\$1,609.30
3/27/2020	Veritext Corp.; Invoice # SF4252886; Court Reporters/Depositions. For deposition of Colin Weir taken on 03/12/20.	\$685.00
3/27/2020	Veritext Corp.; Invoice # SF4250135; Court Reporters/Depositions. Charges for virtual participants for deposition of Colin Weir taken on 03/12/20.	\$225.00
4/15/2020	Planet Depos, LLC; Invoice # 328514; Court Reporters/Depositions. For videography services for the deposition of Craig Hillman, Ph.D. taken on 03/12/20.	\$1,260.00
4/15/2020	Planet Depos, LLC; Invoice # 328512; Court Reporters/Depositions. For transcript with index of deposition of Craig Hillman, Ph.D. taken on 03/12/20.	\$2,603.40
6/5/2020	Belle Ball, CSR; Invoice # 20200161; Court Reporters/Depositions. For transcript of Zoom Webinar Hearing held before Hon. William H. Orrick on June 2, 2020.	\$36.00

9/22/2020	Veritext Corp.; Invoice # SF4288561; Court Reporters/Depositions. For virtual participants fees for deposition of Colin Weir taken on 03/12/20.	\$225.00
12/10/2020	Veritext Corp.; Invoice # 4689859; Court Reporters/Depositions. For original and one certified transcript of deposition of Sarah Butler taken on 11/19/20.	\$2,627.85
12/15/2020	Veritext Corp.; Invoice # 4681072; Court Reporters/Depositions. For certified transcript of deposition of Colin Weir taken on 11/17/20.	\$891.85
12/18/2020	Maryebelle Ball; Invoice # 20200330; Court Reporters/Depositions. For transcript of hearing held before Hon. William Orrick on December 16, 2020.	\$18.00
12/20/2020	Veritext Corp.; Invoice # 4714216; Court Reporters/Depositions. For original and certified transcript of deposition of Philip Stark, Ph.D. taken on 12/01/20.	\$3,927.73
12/20/2020	Veritext Corp.; Invoice # 4722924; Court Reporters/Depositions. For video deposition of Itamar Simonson taken on 12/03/20.	\$798.00
12/20/2020	Veritext Corp.; Invoice # 4722680; Court Reporters/Depositions. For video deposition of Sarah Butler taken on 11/19/20.	\$810.00
12/23/2020	Veritext Corp.; Invoice # 4722777; Court Reporters/Depositions. For video deposition of Philip Stark, Ph.D. taken on 12/01/20.	\$1,209.00
12/30/2020	Veritext Corp.; Invoice # 4724417; Court Reporters/Depositions. For certified transcript of deposition of Robert Bardwell, Ph.D. taken on 12/09/20.	\$1,888.95
12/30/2020	Veritext Corp.; Invoice # 4715297; Court Reporters/Depositions. For certified transcript of deposition of Michael Pecht, Ph.D. taken on 12/03/20.	\$1,462.25
12/30/2020	Veritext Corp.; Invoice # 4670731; Court Reporters/Depositions. For certified transcript of deposition of Lance Kaufman, Ph.D. taken on 11/13/20.	\$2,143.65
1/21/2021	Veritext Corp.; Invoice # 4745741; Court Reporters/Depositions. For deposition of Lisa Jackson taken on 12/16/20 (original with one certified transcript).	\$3,306.50
2/16/2021	Veritext Corp.; Invoice # 4787683; Court Reporters/Depositions. For video MPEG/digitizing of deposition of Lisa Jackson taken on 12/16/20.	\$335.00
3/18/2021	Veritext Corp.; Invoice # 4761073; Court Reporters/Depositions. For video deposition of Lisa Jackson taken on 12/16/20.	\$1,185.00
3/18/2021	Veritext Corp.; Invoice # 4634844; Court Reporters/Depositions. For certified transcript of deposition of Dr. Abhijit Dasgupta taken on 10/30/20.	\$1,649.35
4/19/2021	Ana M. Dub.; Invoice # 20210573; Court Reporters/Depositions. For remote Zoom video conference proceedings heard before Judge William H. Orrick on 04/14/21.	\$46.80
5/13/2021	Veritext Corp.; Invoice # 4744577; Court Reporters/Depositions. For deposition of Denise Martin, Ph.D. taken on 12/09/20.	\$2,773.75
5/13/2021	Veritext Corp.; Invoice # 4708485; Court Reporters/Depositions. For deposition of Itamar Simonson taken on 12/03/20.	\$2,510.35
5/13/2021	Veritext Corp.; Invoice # 4701795; Court Reporters/Depositions. For deposition of Steven Gaskin taken on 11/03/20.	\$1,991.20
1/20/2022	Veritext Corp.; Invoice # 4250134; Court Reporters/Depositions. Fee for virtual participants for deposition of Colin Weir (actual date of invoice is 03/14/2020).	\$235.00
1/20/2022	Veritext Corp.; Invoice # 4661375; Court Reporters/Depositions. Cancellation fees (reporting services, virtual & exhibit share) for deposition of Lisa Jackson (actual date of invoice 11/21/2020).	\$575.00
1/20/2022	Veritext Corp.; Invoice # 4661376; Court Reporters/Depositions. Video cancellation fee for deposition of Lisa Jackson (actual date of invoice 11/21/2020).	\$360.00
1/20/2022	Veritext Corp.; Invoice # 4678937; Court Reporters/Depositions. For deposition of R. Russell Rhinehart, Ph.D. taken on 11/10/2020 (actual invoice date 11/25/2020).	\$2,510.90
1/20/2022	Veritext Corp.; Invoice # 4692630; Court Reporters/Depositions. For deposition of Paul Meyer taken on 11/19/2020 (actual invoice date 12/04/2020).	\$2,929.10

1/20/2022	Veritext Corp.; Invoice # 4696688; Court Reporters/Depositions. For video deposition of R. Russell Rhinehart, Ph.D. taken on 11/10/2020 (actual date of invoice 12/07/2020).	\$935.00
1/20/2022	Veritext Corp.; Invoice # 4714218; Court Reporters/Depositions. For deposition of Paul Briant Ph.D. taken on 12/02/2020 (actual date of invoice 12/15/2020).	\$2,110.15
1/20/2022	Veritext Corp.; Invoice # 4722682; Court Reporters/Depositions. For video deposition of Paul Meyer taken on 11/19/2020 (actual date of invoice 12/19/2020).	\$1,072.00
1/20/2022	Veritext Corp.; Invoice # 4722782; Court Reporters/Depositions. For video deposition of Paul Briant, Ph.D. taken on 12/02/2020 (actual date of invoice 12/19/2020).	\$935.00
1/20/2022	Veritext Corp.; Invoice # 4722935; Court Reporters/Depositions. For video deposition of Denise Martin, Ph.D. taken on 12/09/2020 (actual date of invoice is 12/19/2020).	\$1,255.00
1/20/2022	Veritext Corp.; Invoice # 4745165; Court Reporters/Depositions. For deposition of Tom Marieb 30(b)(6) taken on 12/22/2020 (actual date of invoice is 12/31/2020).	\$1,533.40
1/20/2022	Veritext Corp.; Invoice # 4767932; Court Reporters/Depositions. For video deposition of Tom Marieb 30(b)(6) taken on 12/22/2020 (actual date of invoice is 01/13/2021).	\$524.00
1/27/2022	American Express; Invoice # Nov-21 AMEX (CJ); Court Reporters/Depositions, MK Litigation Solutions - transcript request for 11/03/21 Hearing	\$10.80
		SUM=\$85,416.13
Expense Code: 020		
11/1/2016	Justin Carter; Invoice # AppleCare 11/01/16; Miscellaneous Costs. Reimbursement for purchase of an iPhone to replace the old one for use as evidence.	\$588.49
6/29/2020	American Express; Invoice # May-20 AMEX (SRM); Miscellaneous Costs, Amazon.com - Getting Started with Conjoint Analysis and Becoming an Expert in Conjoint Analysis, 05/22/20	\$99.10
7/7/2021	American Express; Invoice # Jun-21 AMEX (CJ); Miscellaneous Costs, High Impact - consulting fee and exhibit custom illustration, 06/11/21	\$2,050.00
8/19/2021	Robert Carey; Invoice # AppleCare 06/18/21; Miscellaneous Costs. Reimbursement for cost to purchased publications from Amazon for research on a case.	\$202.92
9/14/2021	Regents of the University of California; Invoice # 12147410; Miscellaneous Costs. For California Law of Contracts (OnLaw) for period of 08/04/21 - 08/03/22.	\$405.00
		SUM=\$3,345.51
Expense Code: 035		
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Outside Copy Service. Reimbursement for costs to make copies on 08/06/19.	\$93.50
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Outside Copy Service. Reimbursement for cost to make copies at FedEx on 08/07/19.	\$5.20
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Outside Copy Service. Reimbursement for costs to make copies at FedEx on 08/07/19.	\$101.61
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Outside Copy Service. Reimbursement for costs to copy deposition exhibits on 04/19/19.	\$80.95
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Outside Copy Service. Reimbursement for costs to make copies & supplies at FedEx on 08/06/19.	\$6.28
9/13/2019	Michella Kras; Invoice # AppleCare 08/07/19; Outside Copy Service. Reimbursement for copy charges at the hotel on 07/01/19.	\$11.00
		SUM=\$298.54
Expense Code: 040		
11/16/2016	Thang Huynh dba Alvanda LLC; Invoice # 16414435; Expert Fees. For an expert fees to inspect the Justin's iPhone 6 Plus.	\$873.76
1/30/2017	W. Ross Stone dba Stoneware Ltd.; Invoice # AppleCare 1/16/17; Expert Fees. For services provided from 09/30/16 - 12/18/16, re AppleCare.	\$3,456.00



2/9/2017	American Express; Invoice # Dec-16 AMEX (CJ); Expert Fees - Alvanda LLC, 11/04/16	\$901.26
2/9/2017	American Express; Invoice # Dec-16 AMEX (CJ); Expert Fees - Alvanda LLC, 10/27/16	\$926.26
6/8/2017	Michael Pecht; Invoice # Maldonado 6/06/17; Expert Fees. Retainer fee for services to be provided on the Maldonado v. Apple.	\$10,000.00
7/6/2017	Michael Pecht; Invoice # AppleCare 6/08/17; Expert Fees. For professional services provided in June 2017.	\$1,000.00
8/30/2017	Michael Pecht; Invoice # AppleCare 08/18/17; Expert Fees. For professional services provided on August 18, 2017.	\$1,000.00
1/10/2018	Michael Pecht; Invoice # AppleCare 11/2017; Expert Fees. For professional services provided on November 7, 2017.	\$250.00
11/13/2018	Michael Pecht; Invoice # AppleCare 10/29/18; Expert Fees. For professional services provided in February 2018 and in October 2018.	\$3,500.00
11/15/2018	Bardwell Consulting Ltd.; Invoice # 2011261; Expert Fees. For consultation and research services provided during the month of October 2018.	\$27,561.50
1/15/2019	Bardwell Consulting Ltd.; Invoice # 2011270; Expert Fees. For consulting and research services during the month of December 2018.	\$862.50
3/8/2019	Michael Pecht; Invoice # AppleCare 03/04/19; Expert Fees. For professional services provided for February 2019.	\$14,000.00
3/12/2019	Bardwell Consulting Ltd.; Invoice # 2011273; Expert Fees. For consulting and research services provided for period of 01/01/19 - 01/31/19.	\$427.50
5/10/2019	Michael Pecht; Invoice # AppleCare 04/30/19; Expert Fees. For professional services provided for April 2019.	\$250.00
5/10/2019	Michael Pecht; Invoice # Apple Care 03/30/19; Expert Fees. For professional services provided for March 2019.	\$10,677.38
5/15/2019	Bardwell Consulting Ltd.; Invoice # 2011295; Expert Fees. For consulting and research services for period of 04/01/19 - 04/30/19, re AppleCare.	\$18,727.50
5/15/2019	Bardwell Consulting Ltd.; Invoice # 2011291; Expert Fees. For consulting and research service provided for period of 03/01/19- 03/31/19, re AppleCare.	\$49,159.89
5/15/2019	Bardwell Consulting Ltd.; Invoice # 2011285; Expert Fees. For consulting and research service provided for period of 02/01/19- 02/28/19, re AppleCare.	\$28,587.00
6/12/2019	Bardwell Consulting Ltd.; Invoice # 2011300; Expert Fees. For consulting and research service provided for period of 05/01/19 - 05/31/19.	\$21,299.50
7/1/2019	Michael Pecht; Invoice # AppleCare 07/01/19; Expert Fees. For professional services provided for June 2019.	\$3,000.00
7/24/2019	Mindronics Limited Company; Invoice # 19414846; Expert Fees. For professional services provided from 07/01/19 - 07/03/19	\$3,299.82
7/24/2019	Mindronics Limited Company; Invoice # 19414850; Expert Fees. For professional services provided from 11/07/16 - 12/13/16.	\$431.56
7/24/2019	Mindronics Limited Company; Invoice # 19414845; Expert Fees. For professional services provided on 06/10/19.	\$520.00
7/30/2019	Michael Pecht; Invoice # AppleCare 01/01/19; Expert Fees. For professional services provided for January 2019.	\$7,000.00
10/17/2019	Applied Marketing Science, Inc. (AMS, Inc.); Invoice # Apple Care 10/16/19; Expert Fees. Retainer fee for services to be provided re Apple Care.	\$10,000.00
11/14/2019	Economics and Technology, Inc.; Invoice # 201907443; Expert Fees. For consulting services provided in October 2019.	\$700.00
12/13/2019	Applied Marketing Science, Inc. (AMS, Inc.); Invoice # 18926; Expert Fees. For professional services provided in October and November 2019.	\$63,156.25
12/16/2019	Economics and Technology, Inc.; Invoice # 201907463; Expert Fees. For consulting services provided in November 2019.	\$1,575.00
12/19/2019	Bardwell Consulting Ltd.; Invoice # 2011322; Expert Fees. For consulting and research services provided for period of 08/01/19 - 11/30/19.	\$13,915.00

1/17/2020	Economics and Technology, Inc.; Invoice # 201907490; Expert Fees. For consulting services provided in December 2019.	\$875.00
1/17/2020	Applied Marketing Science, Inc. (AMS, Inc.); Invoice # 18992; Expert Fees. For professional services provided in December 2019.	\$40,926.95
2/6/2020	Economics and Technology, Inc.; Invoice # 202007505; Expert Fees. For consulting services provided in January 2020.	\$4,200.00
2/7/2020	Applied Marketing Science, Inc. (AMS, Inc.); Invoice # 19028; Expert Fees. For professional services provided in January 2020.	\$36,587.50
2/7/2020	Bardwell Consulting Ltd.; Invoice # 2011339; Expert Fees. For consulting and research services provided for period of 12/01/19 -12/31/19.	\$43,907.00
2/13/2020	Bardwell Consulting Ltd.; Invoice # 2011345; Expert Fees. For consulting and research services provided for period of 01/01/20 - 01/31/20.	\$73,753.50
3/26/2020	Economics and Technology, Inc.; Invoice # 202007527; Expert Fees. For consulting services provided in February 2020.	\$8,050.00
3/27/2020	Michael Pecht; Invoice # AppleCare 02/28/20; Expert Fees. For professional services provided during February 2020.	\$2,545.00
4/17/2020	Applied Marketing Science, Inc. (AMS, Inc.); Invoice # 19104; Expert Fees. For professional services provided in February and March 2020.	\$22,668.75
4/21/2020	Bardwell Consulting Ltd.; Invoice # 2011359; Expert Fees. For consulting and research services provided for period of 03/01/20 - 03/31/20.	\$18,484.50
4/21/2020	Bardwell Consulting Ltd.; Invoice # 2011349; Expert Fees. For consulting and research services provided for period of 02/01/20 - 02/29/20.	\$34,911.00
4/22/2020	Michael Pecht; Invoice # AppleCare 03/2020; Expert Fees. For professional services provided during March 2020.	\$15,875.00
5/13/2020	Applied Marketing Science, Inc. (AMS, Inc.); Invoice # 19156; Expert Fees. For professional services provided in April 2020.	\$28,587.50
5/21/2020	Michael Pecht; Invoice # AppleCare 04/2020; Expert Fees. For professional services provided during April 2020.	\$500.00
7/22/2020	Economics and Technology, Inc.; Invoice # 202007601; Expert Fees. For consulting services provided from March 2020 through June 2020.	\$14,875.00
7/22/2020	Michael Pecht; Invoice # AppleCare 07/06/20; Expert Fees. For professional services provided during June 2020.	\$250.00
8/19/2020	Bardwell Consulting Ltd.; Invoice # 2011367; Expert Fees. For consultation and research services provided from 04/01/20 - 04/30/20.	\$84,676.50
8/19/2020	Bardwell Consulting Ltd.; Invoice # 2011378; Expert Fees. For consultation and research services provided from 05/01/20 - 05/31/20.	\$12,781.00
8/19/2020	Bardwell Consulting Ltd.; Invoice # 2011387; Expert Fees. For consultation and research services provided from 06/01/20 - 06/30/20.	\$3,149.50
9/4/2020	Expert Fees - Economics & Technology Invoice No. 202007664	\$7,350.00
9/9/2020	Expert Fees - Bardwell Consulting, Ltd. April, May and June services.	\$119,167.50
9/22/2020	Bardwell Consulting Ltd.; Invoice # 2011401; Expert Fees. For consultation and research services provided from 07/01/20 - 07/31/20.	\$7,541.90
9/22/2020	Applied Marketing Science, Inc. (AMS, Inc.); Invoice # 19322; Expert Fees. For professional services provided in August 2020.	\$4,550.00
9/25/2020	Bardwell Consulting Ltd.; Invoice # 2011421; Expert Fees. For consultation and research services provided from 08/01/20 - 08/31/20.	\$15,608.50
10/5/2020	Expert Fees - Economics and Technology, Inc. Invoice No. 202007688 Invoice Date: 09.30.2020	\$4,550.00
10/20/2020	Applied Marketing Science, Inc. (AMS, Inc.); Invoice # 19386; Expert Fees. For professional services provided in September 2020.	\$2,100.00
10/20/2020	Michael Pecht; Invoice # AppleCare 10/01/20; Expert Fees. For professional services provided during July 2020.	\$1,000.00

10/23/2020	Bardwell Consulting Ltd.; Invoice # 2011436; Expert Fees. For consultation and research services provided from 09/01/20 - 09/30/20.	\$39,945.00
11/15/2020	Applied Marketing Science, Inc. (AMS, Inc.); Invoice # 19473; Expert Fees. For professional services provided in October 2020.	\$2,450.00
11/19/2020	Expert Fees - Economics And Technology, Inc. Invoice No. 202007723 Invoice Date: 10.31.2020	\$1,050.00
12/10/2020	Michael Pecht; Invoice # AppleCare 11/30/20; Expert Fees. For professional services provided during November 2020.	\$14,000.00
12/10/2020	Applied Marketing Science, Inc. (AMS, Inc.); Invoice # 19534; Expert Fees. For professional services provided in November 2020.	\$9,800.00
1/21/2021	Bardwell Consulting Ltd.; Invoice # 2011467; Expert Fees. For consultation and research services provided from 12/01/20 - 12/31/20.	\$10,309.00
2/4/2021	The Shely Firm, P.C.; Invoice # 11210; Expert Fees. For professional services re ethics consultation.	\$84.00
2/16/2021	Michael Pecht; Invoice # AppleCare 01/31/21; Expert Fees. For professional services provided during January 2021.	\$1,250.00
2/18/2021	Applied Marketing Science, Inc. (AMS, Inc.); Invoice # 19626; Expert Fees. For professional services provided in January 2021.	\$3,475.00
2/18/2021	Bardwell Consulting Ltd.; Invoice # 2011460; Expert Fees. For consultation and research services provided from 11/01/20 - 11/30/20 (deposition preps).	\$21,612.50
2/18/2021	Bardwell Consulting Ltd.; Invoice # 2011466; Expert Fees. For testimony, deposition, hearings and on-site prep on 11/13/20.	\$3,250.00
2/18/2021	Bardwell Consulting Ltd.; Invoice # 2011468; Expert Fees. For testimony, deposition, hearings and on-site prep on 12/09/20.	\$3,125.00
2/18/2021	Bardwell Consulting Ltd.; Invoice # 2011475; Expert Fees. For consultation and research services provided from 01/01/21 - 01/31/21.	\$732.00
3/4/2021	Economics and Technology, Inc.; Invoice # 202007763; Expert Fees. For consulting services provided in December 2020.	\$6,825.00
3/4/2021	Economics and Technology, Inc.; Invoice # 202107795; Expert Fees. For consulting services provided in January 2021.	\$1,050.00
3/4/2021	Economics and Technology, Inc.; Invoice # 202107812; Expert Fees. For consulting services provided in February 2021.	\$525.00
3/8/2021	Refund - Expert Fees Invoice No. 2011467	(\$10,309.00)
3/10/2021	Bardwell Consulting Ltd.; Invoice # 2011467 Re-Issued; Expert Fees. For consultation and research services provided from 12/01/20 - 12/31/20, re AppleCare (re-issued - original check #84767 was accidentally cashed and refunded by Brattle Group).	\$10,309.00
3/12/2021	Michael Pecht; Invoice # AppleCare 12/2020; Expert Fees. For professional services provided during December 2020.	\$9,300.00
3/17/2021	Applied Marketing Science, Inc. (AMS, Inc.); Invoice # 19689; Expert Fees. For professional services provided in February 2021.	\$3,675.00
3/18/2021	Bardwell Consulting Ltd.; Invoice # 2011492; Expert Fees. For consulting and research services provided from 02/01/21 - 02/28/21.	\$2,425.00
5/3/2021	Hugo Analytics; Invoice # AppleCare 05/03/2021; Expert Fees. Fee for mock trials.	\$10,000.00
5/13/2021	Applied Marketing Science, Inc. (AMS, Inc.); Invoice # 19801; Expert Fees. For professional services provided in April 2021.	\$1,400.00
5/14/2021	Economics and Technology, Inc.; Invoice # 202107892; Expert Fees. For consulting services provided in April 2021 (paid via wire transfer on 05/14/21).	\$700.00
5/20/2021	Bardwell Consulting Ltd.; Invoice # 2011513; Expert Fees. For consulting and research services provided from 04/01/21 - 04/30/21.	\$2,669.50
6/10/2021	Michael Pecht; Invoice # AppleCare 05/2021; Expert Fees. For professional services provided during May 2021.	\$1,500.00
6/23/2021	Michael Pecht; Invoice # AppleCare 04/2021; Expert Fees. For professional services provided during April 2021.	\$2,750.00

6/23/2021	Applied Marketing Science, Inc. (AMS, Inc.); Invoice # 19848; Expert Fees. For professional services provided in May 2021.	\$3,850.00
6/24/2021	Abhijit Dasgupta; Invoice # AppleCare 06/23//21; Expert Fees. For expert services provided from September 2020 through February 2021.	\$56,000.00
6/24/2021	Bardwell Consulting Ltd.; Invoice # 2011524; Expert Fees. For consulting and research services provided from 05/01/21 - 05/31/21.	\$705.50
7/1/2021	Economics and Technology, Inc.; Invoice # 202107961; Expert Fees. For consulting services provided in June 2021, re AppleCare (paid via wire transfer on 07/01/2021).	\$525.00
7/1/2021	Hugo Analytics; Invoice # AppleCare 06/30/21; Expert Fees. For remaining balance due for the focus group work for the AppleCare trial (paid via wire transfer on 07/01/21).	\$25,000.00
7/16/2021	Bardwell Consulting Ltd.; Invoice # 2011536; Expert Fees. For consulting and research services provided from 06/01/21 - 06/30/21.	\$4,980.00
9/23/2021	The Shely Firm, P.C.; Invoice # 11849; Expert Fees. For professional services re ethics consultation.	\$84.00
		SUM=\$1,151,575.78
Expense Code: 050		
10/25/2016	UPS - Phoenix; Invoice # 0000X5652W436; Overnight Shipping. For package sent to Vicky Maldonado on 10/12/16.	\$65.13
11/2/2016	UPS - Phoenix; Invoice # 0000X5652W446; Overnight Shipping. Package sent to Thanh Hyunh on 10/12/16.	\$43.99
4/10/2017	UPS - Phoenix; Invoice # 0000X5652W137; Overnight Shipping. For package sent to Purvi Patel on 03/25/17.	\$42.22
10/29/2018	UPS - Phoenix; Invoice # 0000X5652W438; Overnight Shipping. For package sent to Hon. Edward Panelli on 10/24/18.	\$52.08
3/19/2019	UPS - Phoenix; Invoice # 0000X5652W119; Overnight Shipping. For package sent to Hon. Edward Panelli on 03/13/19.	\$59.47
7/24/2019	Mindronics Limited Company; Invoice # 19414851; Overnight Shipping. For shipping charge of the iPhone 6 Plus on 12/13/16.	\$82.43
3/29/2020	UPS - SEATTLE; Invoice # 0000X2X719130; Overnight Shipping. Package sent to Steve Berman on 03/27/20.	\$94.14
3/29/2020	UPS - SEATTLE; Invoice # 0000X2X719130; Overnight Shipping. Package sent to Steve Berman on 03/27/20.	\$94.14
3/29/2020	UPS - SEATTLE; Invoice # 0000X2X719130; Overnight Shipping. Package sent to Steve Berman on 03/27/20.	\$81.21
11/15/2020	UPS - Phoenix; Invoice # 0000X5652W460; Overnight Shipping. For package sent to Dr. R. Russell Rhinehart on 11/06/20.	\$96.40
		SUM=\$711.21
Expense Code: 053		
11/2/2017	American Express; Invoice # Sep-17 AMEX (CJ); Hotel for Michella Kras, San Francisco, 08/29-08/30/17	\$488.09
11/2/2017	American Express; Invoice # Sep-17 AMEX (CJ); Hotel for Justin Carter, San Francisco, 08/29-08/31/17	\$673.92
11/6/2017	Steve W. Berman; Invoice # Travel 10/25/17; Hotel. Reimbursement for hotel for in-Person M&C with Defense Counsel on 10/20/17.	\$700.00
12/15/2017	American Express; Invoice # Oct-17 AMEX (CJ); Hotel for Michella Kras, San Francisco, 10/19-10/20/17	\$479.02
12/15/2017	American Express; Invoice # Oct-17 AMEX (CJ); Hotel for Renee Kennedy, San Francisco, 10/08-10/09/17	\$336.52
12/15/2017	American Express; Invoice # Oct-17 AMEX (CJ); Hotel for Vicky Maldonado, San Francisco, 10/08-10/09/17	\$336.52
12/15/2017	American Express; Invoice # Oct-17 AMEX (CJ); Hotel for Michella Kras, San Francisco, 10/08-10/09/17	\$403.22
10/30/2018	American Express; Invoice # Sep-18 AMEX (CJ); Hotel rooms for Rob Carey and Michella Kras, San Jose, 10/08-10/09/18	\$1,189.86
3/1/2019	American Express; Invoice # Jan-19 AMEX (CJ); Hotel for Rob Carey, Palo Alto, 01/07-01/08/19	\$650.17
3/1/2019	American Express; Invoice # Jan-19 AMEX (CJ); Hotel for Michella Kras, Palo Alto, 01/07-01/08/19	\$650.17

3/4/2019	Robert Carey; Invoice # AppleCare 10/29/18; Hotel. Reimbursement for 2 hotel rooms (one for Rob Carey and one for Michella Kras) while in San Jose, CA. for mediation on 10/28/18.	\$429.52
3/21/2019	American Express; Invoice # Feb-19 AMEX (CJ); Hotel for Michella Kras, San Francisco, 03/05-03/07/19	\$1,243.68
4/25/2019	American Express; Invoice # Mar-19 AMEX (CJ); Hotel rooms for Rob Carey and Michella Kras, San Jose, 03/17-03/18/19	\$752.26
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Hotel. Reimbursement for meeting space with experts on 03/06/19.	\$6.17
5/24/2019	American Express; Invoice # Apr-19 AMEX (CJ); Hotel for Michella Kras, San Francisco, 04/14-04/16/19	\$763.01
7/25/2019	American Express; Invoice # Jun-19 AMEX (CJ); Hotel for Thang Huynh, San Francisco, 07/01-07/03/19	\$440.58
7/25/2019	American Express; Invoice # Jun-19 AMEX (CJ); Hotel for Michella Kras, San Francisco, 07/01-07/02/19	\$220.87
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Hotel. Reimbursement for hotel stay on 08/07/19, in San Francisco.	\$470.65
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Hotel. Reimbursement for hotel stay in San Francisco on 04/18/19.	\$131.97
9/13/2019	Michella Kras; Invoice # AppleCare 08/07/19; Hotel. Reimbursement for hotel fees on 07/01/19.	\$29.06
9/13/2019	Michella Kras; Invoice # AppleCare 08/07/19; Hotel. Reimbursement for hotel in San Francisco on 08/07/19.	\$470.65
9/13/2019	Michella Kras; Invoice # AppleCare 08/07/19; Hotel. Reimbursement for hotel fees on 08/07/19.	\$29.06
1/30/2020	American Express; Invoice # Dec-19 AMEX (CJ); Hotel for Rob Carey, Menlo Park, 12/17-12/19/19	\$1,028.16
2/26/2020	Robert Carey; Invoice # AppleCare 02/09/20; Hotel. Reimbursement for hotel stay from 02/05/20 - 02/07/20, while in Oakland for deposition.	\$563.61
6/25/2020	American Express; Invoice # Mar-20 AMEX (CJ); Hotel for Rob Carey, DC, 03/11-03/12/20	\$337.95
6/29/2020	American Express; Invoice # Mar-20 AMEX (LWA); Hotel, Boston, 03/10-03/12/20	\$366.24
		SUM=\$13,190.93

## Expense Code: 055

10/26/2016	West Publishing Corporation; Invoice # 834795704; Online Services/Legal Research. Westlaw usage for period of 09/01/16 - 09/30/16.	\$129.64
10/27/2016	Pacer Service Center; Invoice # 2559182-Q32016; Online Services/Legal Research. Pacer charges for period of 07/01/16 - 09/30/16.	\$55.10
10/27/2016	Pacer Service Center; Invoice # 2559182-Q32016; Online Services/Legal Research. Pacer charges for period of 07/01/16 - 09/30/16.	\$3.20
11/29/2016	Digital Discovery Solutions LLP dba Teris; Invoice # 23595; Online Services/Legal Research. Project management fee for January 2015, re Apple case.	\$2,526.75
12/7/2016	West Publishing Corporation; Invoice # 834975358; Online Services/Legal Research. Westlaw usage for period of 10/01/16 - 10/31/16.	\$348.59
12/30/2016	West Publishing Corporation; Invoice # 835155785; Online Services/Legal Research. Westlaw usage for period of 11/01/16 - 11/30/16.	\$65.76
1/31/2017	West Publishing Corporation; Invoice # 835340273; Online Services/Legal Research. Westlaw usage for period of 12/01/16 - 12/31/16.	\$87.85
2/2/2017	Pacer Service Center; Invoice # 2559182-Q42016; Online Services/Legal Research. Pacer charges for period of 10/01/16 - 12/31/16.	\$6.40
3/13/2017	West Publishing Corporation; Invoice # 835520762; Online Services/Legal Research. Westlaw usage for period of 01/01/17 - 01/31/17.	\$141.09



3/30/2017	West Publishing Corporation; Invoice # 835691444; Online Services/Legal Research. Westlaw usage for period of 02/01/17 - 02/28/17.	\$14.38
4/27/2017	West Publishing Corporation; Invoice # 835860128; Online Services/Legal Research. Westlaw usage for period of 03/01/17 - 03/31/17.	\$81.46
4/28/2017	Pacer Service Center; Invoice # 2559182-Q12017; Online Services/Legal Research. Pacer charges for period of 01/01/2017 - 03/31/2017.	\$17.60
5/24/2017	West Publishing Corporation; Invoice # 836039459; Online Services/Legal Research. Westlaw usage for period of 04/01/17 - 04/30/17.	\$397.63
6/15/2017	West Publishing Corporation; Invoice # 836213427; Online Services/Legal Research. Westlaw usage for period of 05/01/17 - 05/31/17.	\$9.34
7/31/2017	Pacer Service Center; Invoice # 2559182-Q22017; Online Services/Legal Research. Pacer charges for period of 04/01/17 - 06/30/17.	\$2.70
8/16/2017	West Publishing Corporation; Invoice # 836557471; Online Services/Legal Research. WestLaw usage for period of 07/01/17 - 07/31/17.	\$32.40
9/26/2017	West Publishing Corporation; Invoice # 836795327; Online Services/Legal Research. WestLaw usage for period of 08/01/17 - 08/31/17.	\$48.03
9/26/2017	West Publishing Corporation; Invoice # 836795327; Online Services/Legal Research. WestLaw usage for period of 08/01/17 - 08/31/17.	\$51.49
10/31/2017	Pacer Service Center; Invoice # 2559182-Q32017; Online Services/Legal Research. Pacer charges for period of 07/01/2017 - 09/30/2017.	\$1.40
11/17/2017	West Publishing Corporation; Invoice # 837087972; Online Services/Legal Research. WestLaw usage for period of 10/01/17 - 10/31/17.	\$55.77
4/30/2018	Pacer Service Center; Invoice # 2559182-Q12018; Online Services/Legal Research. Pacer charges for period of 01/01/2018 - 03/31/2018.	\$0.50
5/16/2018	West Publishing Corporation; Invoice # 838126570; Online Services/Legal Research. WestLaw usage for period of 04/01/18 - 04/30/18.	\$6.77
6/13/2018	West Publishing Corporation; Invoice # 838288487; Online Services/Legal Research. WestLaw usage for period of 05/01/2018 - 05/31/2018.	\$41.88
8/3/2018	Pacer Service Center; Invoice # 2559182-Q22018; Online Services/Legal Research. Pacer charges for period of 04/01/2018 - 06/30/2018.	\$1.50
11/30/2018	West Publishing Corporation; Invoice # 839163833; Online Services/Legal Research. WestLaw usage for period of 10/01/18 - 10/31/18.	\$108.28
12/13/2018	West Publishing Corporation; Invoice # 839339117; Online Services/Legal Research. WestLaw usage for period of 11/01/18 - 11/30/18.	\$13.94
1/24/2019	Everlaw, Inc.; Invoice # 15501; Online Services/Legal Research. Monthly flat fee for December 2018.	\$306.45
1/25/2019	Pacer Service Center; Invoice # 5571403-Q42018; Online Services/Legal Research. Pacer charges for period of 10/01/18 - 12/31/18.	\$0.30
1/25/2019	Pacer Service Center; Invoice # 2559182-Q42018; Online Services/Legal Research. Pacer charges for period of 10/01/18 - 12/31/18.	\$4.60
2/11/2019	Everlaw, Inc.; Invoice # 15888; Online Services/Legal Research. Monthly flat fee for January 2019.	\$500.00

2/22/2019	West Publishing Corporation; Invoice # 839696700; Online Services/Legal Research. WestLaw usage for the period of 01/01/2019 - 01/31/2019.	\$38.57
2/25/2019	LexisNexis CourtLink, Inc.; Invoice # EA-798501; Online Services/Legal Research. CourtLink services provided for period of 01/01/19 - 01/31/19.	\$1.22
3/14/2019	Everlaw, Inc.; Invoice # 16304; Online Services/Legal Research. Monthly flat fee for February 2019.	\$500.00
3/15/2019	LexisNexis CourtLink, Inc.; Invoice # EA-802810; Online Services/Legal Research. CourtLink services provided for period of 02/01/19 - 02/28/19.	\$5.18
3/21/2019	West Publishing Corporation; Invoice # 839863076; Online Services/Legal Research. WestLaw usage for the period of 02/01/2019 - 02/28/2019.	\$275.22
4/11/2019	Everlaw, Inc.; Invoice # 16767; Online Services/Legal Research. Monthly flat fee for March 2019.	\$500.00
4/30/2019	West Publishing Corporation; Invoice # 840028086; Online Services/Legal Research. WestLaw usage for the period of 03/01/19 - 03/31/19.	\$107.73
4/30/2019	Pacer Service Center; Invoice # 5571403-Q12019; Online Services/Legal Research. Pacer charges for period of 01/01/19 - 03/31/19.	\$4.50
4/30/2019	West Publishing Corporation; Invoice # 840028086; Online Services/Legal Research. WestLaw usage for the period of 03/01/19 - 03/31/19.	\$94.81
5/14/2019	Everlaw, Inc.; Invoice # 17231; Online Services/Legal Research. Monthly flat fee for April 2019.	\$550.50
5/15/2019	LexisNexis CourtLink, Inc.; Invoice # EA-811527; Online Services/Legal Research. CourtLink services provided for period of 04/01/19 - 04/30/19.	\$0.98
6/3/2019	West Publishing Corporation; Invoice # 840192277; Online Services/Legal Research. WestLaw usage for the period of 04/01/19 - 04/30/19.	\$170.48
6/3/2019	West Publishing Corporation; Invoice # 840192277; Online Services/Legal Research. WestLaw usage for the period of 04/01/19 - 04/30/19.	\$69.45
6/11/2019	Everlaw, Inc.; Invoice # 17723; Online Services/Legal Research. Monthly flat fee for May 2019.	\$550.50
6/14/2019	LexisNexis CourtLink, Inc.; Invoice # EA-815941; Online Services/Legal Research. CourtLink services provided for period of 05/01/19 - 05/31/19.	\$4.71
6/20/2019	West Publishing Corporation; Invoice # 840356846; Online Services/Legal Research. WestLaw usage for the period of 05/01/19 - 05/31/19.	\$86.40
6/20/2019	West Publishing Corporation; Invoice # 840356846; Online Services/Legal Research. WestLaw usage for the period of 05/01/19 - 05/31/19.	\$228.42
7/5/2019	Everlaw, Inc.; Invoice # 18700; Online Services/Legal Research. Monthly flat fee for June 2019.	\$550.50
7/11/2019	LexisNexis CourtLink, Inc.; Invoice # EA-820343; Online Services/Legal Research. CourtLink services provided for period of 06/01/19 - 06/30/19.	\$18.88
7/22/2019	West Publishing Corporation; Invoice # 840523924; Online Services/Legal Research. WestLaw usage for the period of 06/01/19 - 06/30/19.	\$384.16
7/22/2019	West Publishing Corporation; Invoice # 840523924; Online Services/Legal Research. WestLaw usage for the period of 06/01/19 - 06/30/19.	\$118.55
8/1/2019	Pacer Service Center; Invoice # 5571403-Q22019; Online Services/Legal Research. Pacer charges for period of 04/01/19 - 06/30/19.	\$1.30
8/14/2019	Everlaw, Inc.; Invoice # 19692; Online Services/Legal Research. Monthly flat fee for July 2019.	\$550.50

8/30/2019	LexisNexis CourtLink, Inc.; Invoice # EA-824699; Online Services/Legal Research. CourtLink services provided for period of 07/01/19 - 07/31/19.	\$29.05
8/30/2019	West Publishing Corporation; Invoice # 840695379; Online Services/Legal Research. WestLaw usage for the period of 07/01/19 - 07/31/19.	\$295.84
9/10/2019	Everlaw, Inc.; Invoice # 19967; Online Services/Legal Research. Monthly flat fee for August 2019.	\$550.50
9/13/2019	LexisNexis CourtLink, Inc.; Invoice # EA-828749; Online Services/Legal Research. CourtLink services provided for period of 08/01/19 - 08/31/19.	\$1.57
9/13/2019	LexisNexis CourtLink, Inc.; Invoice # EA-828749; Online Services/Legal Research. CourtLink services provided for period of 08/01/19 - 08/31/19.	\$22.22
9/20/2019	West Publishing Corporation; Invoice # 840862486; Online Services/Legal Research. WestLaw usage for the period of 08/01/19 - 08/31/19.	\$303.08
9/20/2019	West Publishing Corporation; Invoice # 840862486; Online Services/Legal Research. WestLaw usage for the period of 08/01/19 - 08/31/19.	\$630.91
10/24/2019	Pacer Service Center; Invoice # 5571403-Q32019; Online Services/Legal Research. Pacer charges for period of 07/01/19 - 09/30/19.	\$1.90
10/25/2019	West Publishing Corporation; Invoice # 841045223; Online Services/Legal Research. WestLaw usage for the period of 09/01/19 - 09/30/19.	\$39.28
10/25/2019	LexisNexis CourtLink, Inc.; Invoice # EA-832129; Online Services/Legal Research. CourtLink services provided for period of 09/01/19 - 09/30/19.	\$25.21
11/14/2019	Everlaw, Inc.; Invoice # 21426; Online Services/Legal Research. Monthly flat fee for October 2019.	\$550.50
11/14/2019	LexisNexis CourtLink, Inc.; Invoice # EA-834800; Online Services/Legal Research. CourtLink services provided for period of 10/01/19 - 10/31/19.	\$25.32
12/3/2019	West Publishing Corporation; Invoice # 841213650; Online Services/Legal Research. WestLaw usage for the period of 10/01/19 - 10/31/19.	\$21.96
12/3/2019	West Publishing Corporation; Invoice # 841213650; Online Services/Legal Research. WestLaw usage for the period of 10/01/19 - 10/31/19.	\$319.06
12/5/2019	Everlaw, Inc.; Invoice # 22622; Online Services/Legal Research. Monthly flat fee for November 2019.	\$550.50
12/13/2019	West Publishing Corporation; Invoice # 841382645; Online Services/Legal Research. WestLaw usage for the period of 11/01/19 - 11/30/19.	\$8.18
12/13/2019	West Publishing Corporation; Invoice # 841382645; Online Services/Legal Research. WestLaw usage for the period of 11/01/19 - 11/30/19.	\$85.21
12/26/2019	LexisNexis CourtLink, Inc.; Invoice # EA-837473; Online Services/Legal Research. CourtLink services provided for period of 11/01/19 - 11/30/19.	\$21.29
1/15/2020	Everlaw, Inc.; Invoice # 23037; Online Services/Legal Research. Monthly flat fee for December 2019.	\$550.50
1/28/2020	LexisNexis CourtLink, Inc.; Invoice # EA-839480; Online Services/Legal Research. CourtLink services provided for period of 12/01/19 - 12/31/19.	\$0.48
1/28/2020	LexisNexis CourtLink, Inc.; Invoice # EA-839480; Online Services/Legal Research. CourtLink services provided for period of 12/01/19 - 12/31/19.	\$18.77
2/20/2020	American Express; Invoice # Nov-19 AMEX (JAEB); Online Services/Legal Research, PACER usage for the period of 07/01/19-09/30/19	\$31.30



2/25/2020	Everlaw, Inc.; Invoice # 23822; Online Services/Legal Research. Monthly flat fee for January 2020.	\$550.50
2/28/2020	LexisNexis CourtLink, Inc.; Invoice # EA-840965; Online Services/Legal Research. CourtLink services provided for period of 01/01/20 - 01/31/20.	\$23.51
2/28/2020	West Publishing Corporation; Invoice # 841741664; Online Services/Legal Research. WestLaw usage for the period of 01/01/20 - 01/31/20.	\$37.96
2/28/2020	West Publishing Corporation; Invoice # 841741664; Online Services/Legal Research. WestLaw usage for the period of 01/01/20 - 01/31/20.	\$120.21
3/3/2020	Everlaw, Inc.; Invoice # 24591; Online Services/Legal Research. Monthly flat fee for February 2020.	\$550.50
3/20/2020	LexisNexis CourtLink, Inc.; Invoice # EA-842506; Online Services/Legal Research. CourtLink services provided for period of 02/01/20 - 02/29/20.	\$23.34
3/25/2020	West Publishing Corporation; Invoice # 841906027; Online Services/Legal Research. WestLaw usage for the period of 02/01/20 - 02/29/20.	\$142.31
3/25/2020	West Publishing Corporation; Invoice # 841906027; Online Services/Legal Research. WestLaw usage for the period of 02/01/20 - 02/29/20.	\$281.52
4/16/2020	Everlaw, Inc.; Invoice # 25498; Online Services/Legal Research. Monthly flat fee for March 2020.	\$931.45
4/21/2020	West Publishing Corporation; Invoice # 842065982; Online Services/Legal Research. WestLaw usage for the period of 03/01/20 - 03/31/20.	\$1,005.42
4/21/2020	West Publishing Corporation; Invoice # 842065982; Online Services/Legal Research. WestLaw usage for the period of 03/01/20 - 03/31/20.	\$130.26
4/23/2020	LexisNexis CourtLink, Inc.; Invoice # EA-843926; Online Services/Legal Research. CourtLink services provided for period of 03/01/20 - 03/31/20.	\$0.64
4/23/2020	Pacer Service Center; Invoice # 5571403-Q12020; Online Services/Legal Research. Pacer charges for period of 01/01/2020 - 03/31/2020.	\$0.80
5/19/2020	Everlaw, Inc.; Invoice # 26446; Online Services/Legal Research. Monthly flat fee for April 2020.	\$951.26
5/19/2020	Everlaw, Inc.; Invoice # 20635; Online Services/Legal Research. Monthly flat fee for September 2019.	\$550.50
5/22/2020	West Publishing Corporation; Invoice # 842237597; Online Services/Legal Research. WestLaw usage for the period of 04/01/20 - 04/30/20.	\$8.77
5/22/2020	West Publishing Corporation; Invoice # 842237597; Online Services/Legal Research. WestLaw usage for the period of 04/01/20 - 04/30/20.	\$161.95
6/23/2020	West Publishing Corporation; Invoice # 842403783; Online Services/Legal Research. WestLaw usage for the period of 05/01/20 - 05/31/20.	\$104.38
6/23/2020	West Publishing Corporation; Invoice # 842403783; Online Services/Legal Research. WestLaw usage for the period of 05/01/20 - 05/31/20.	\$39.58
6/23/2020	American Express; Invoice # Feb-20 AMEX (LWA); Online Services/Legal Research, Gogoair, 02/19/20	\$12.00
6/24/2020	Everlaw, Inc.; Invoice # 27429; Online Services/Legal Research. Monthly flat fee for May 2020.	\$951.26
7/22/2020	Everlaw, Inc.; Invoice # 28224; Online Services/Legal Research. Monthly flat fee for June 2020.	\$951.26
7/24/2020	West Publishing Corporation; Invoice # 842562222; Online Services/Legal Research. WestLaw usage for the period of 06/01/20 - 06/30/20.	\$77.22

7/26/2020	Pacer Service Center; Invoice # 5571403-Q22020; Online Services/Legal Research. Pacer charges for period of 04/01/2020 - 06/30/2020.	\$0.70
8/18/2020	West Publishing Corporation; Invoice # 842733463; Online Services/Legal Research. WestLaw usage for the period of 07/01/20 - 07/31/20.	\$24.06
8/18/2020	West Publishing Corporation; Invoice # 842733463; Online Services/Legal Research. WestLaw usage for the period of 07/01/20 - 07/31/20.	\$113.35
8/20/2020	Everlaw, Inc.; Invoice # 29068; Online Services/Legal Research. Monthly flat fee for July 2020.	\$951.26
9/23/2020	Everlaw, Inc.; Invoice # 29955; Online Services/Legal Research. Monthly flat fee for August 2020.	\$951.26
9/24/2020	West Publishing Corporation; Invoice # 842905230; Online Services/Legal Research. WestLaw usage for the period of 08/01/20 - 08/31/20.	\$159.69
10/20/2020	West Publishing Corporation; Invoice # 843070078; Online Services/Legal Research. WestLaw usage for the period of 09/01/20 - 09/30/20.	\$41.67
10/20/2020	West Publishing Corporation; Invoice # 843070078; Online Services/Legal Research. WestLaw usage for the period of 09/01/20 - 09/30/20.	\$13.53
10/22/2020	Everlaw, Inc.; Invoice # 30991; Online Services/Legal Research. Monthly fat fee for September 2020.	\$951.26
11/13/2020	West Publishing Corporation; Invoice # 843247004; Online Services/Legal Research. WestLaw usage for the period of 10/01/20 - 10/31/20.	\$149.82
11/20/2020	Everlaw, Inc.; Invoice # 31872; Online Services/Legal Research. Monthly flat fee for October 2020.	\$951.26
12/9/2020	West Publishing Corporation; Invoice # 843411572; Online Services/Legal Research. WestLaw usage for the period of 11/01/20 - 11/30/20.	\$397.71
12/20/2020	Everlaw, Inc.; Invoice # 32913; Online Services/Legal Research. Monthly flat fee for November 2020.	\$1,189.08
1/22/2021	Everlaw, Inc.; Invoice # 33955; Online Services/Legal Research. Monthly flat fee for December 2020.	\$1,208.90
1/24/2021	West Publishing Corporation; Invoice # 843584736; Online Services/Legal Research. WestLaw usage for the period of 12/01/20 - 12/31/20.	\$28.12
2/16/2021	Everlaw, Inc.; Invoice # 35995; Online Services/Legal Research. Monthly flat fee for January 2021.	\$1,208.90
2/16/2021	West Publishing Corporation; Invoice # 843755509; Online Services/Legal Research. WestLaw usage for the period of 01/01/21 - 01/31/21.	\$472.31
3/18/2021	West Publishing Corporation; Invoice # 843918382; Online Services/Legal Research. WestLaw usage for the period of 02/01/21 - 02/28/21.	\$1,134.83
3/18/2021	West Publishing Corporation; Invoice # 843918382; Online Services/Legal Research. WestLaw usage for the period of 02/01/21 - 02/28/21.	\$703.19
3/23/2021	Everlaw, Inc.; Invoice # 36207; Online Services/Legal Research. Monthly flat fee for February 2021.	\$1,208.90
4/13/2021	West Publishing Corporation; Invoice # 844079889; Online Services/Legal Research. WestLaw usage for the period of 03/01/21 - 03/31/21.	\$150.82
4/13/2021	West Publishing Corporation; Invoice # 844079889; Online Services/Legal Research. WestLaw usage for the period of 03/01/21 - 03/31/21.	\$333.78
4/15/2021	RELX Inc. DBA LexisNexis; Invoice # 3093195745; Online Services/Legal Research. CourtLink services provided for 03/01/21 - 03/31/21.	\$48.05

4/15/2021	RELX Inc. DBA LexisNexis; Invoice # 3093195745; Online Services/Legal Research. CourtLink services provided for 03/01/21 - 03/31/21.	\$9.17
4/19/2021	Pacer Service Center; Invoice # 5571403-Q12021; Online Services/Legal Research. Pacer charges for period of 01/01/21 - 03/31/21.	\$8.30
4/21/2021	Everlaw, Inc.; Invoice # 38504; Online Services/Legal Research. Monthly flat fee for March 2021.	\$1,208.90
5/13/2021	West Publishing Corporation; Invoice # 844273979; Online Services/Legal Research. WestLaw usage for the period of 04/01/21 - 04/30/21.	\$200.44
5/13/2021	West Publishing Corporation; Invoice # 844273979; Online Services/Legal Research. WestLaw usage for the period of 04/01/21 - 04/30/21.	\$122.76
5/14/2021	RELX Inc. DBA LexisNexis; Invoice # 3093244609; Online Services/Legal Research. CourtLink services provided from 04/01/21 - 04/30/21.	\$9.39
5/14/2021	RELX Inc. DBA LexisNexis; Invoice # 3093244609; Online Services/Legal Research. CourtLink services provided from 04/01/21 - 04/30/21.	\$0.90
5/14/2021	RELX Inc. DBA LexisNexis; Invoice # 3093244609; Online Services/Legal Research. CourtLink services provided from 04/01/21 - 04/30/21.	\$9.22
5/21/2021	Everlaw, Inc.; Invoice # 40516; Online Services/Legal Research. Monthly flat fee for April 2021.	\$1,210.55
6/20/2021	West Publishing Corporation; Invoice # 844435594; Online Services/Legal Research. WestLaw usage for the period of 05/01/21 - 05/31/21.	\$17.61
6/24/2021	Everlaw, Inc.; Invoice # 40840; Online Services/Legal Research. Monthly flat fee for May 2021.	\$1,210.55
7/14/2021	RELX Inc. DBA LexisNexis; Invoice # 3093335833; Online Services/Legal Research. CourtLink services provided from 06/01/21 - 06/30/21.	\$49.69
7/14/2021	West Publishing Corporation; Invoice # 844601308; Online Services/Legal Research. WestLaw usage for the period of 06/01/21 - 06/30/21.	\$1,749.81
7/14/2021	West Publishing Corporation; Invoice # 844601308; Online Services/Legal Research. WestLaw usage for the period of 06/01/21 - 06/30/21.	\$73.34
7/22/2021	Everlaw, Inc.; Invoice # 41989; Online Services/Legal Research. Monthly flat fee for June 2021.	\$1,250.24
8/20/2021	RELX Inc. DBA LexisNexis; Invoice # 3093361657; Online Services/Legal Research. CourtLink services provided from 07/01/21 - 07/31/21.	\$0.91
8/24/2021	West Publishing Corporation; Invoice # 844761223; Online Services/Legal Research. WestLaw usage for the period of 07/01/21 - 07/31/21.	\$2,082.55
9/15/2021	RELX Inc. DBA LexisNexis; Invoice # 3093426725; Online Services/Legal Research. CourtLink services provided from 08/01/21 - 08/31/21.	\$8.94
9/22/2021	West Publishing Corporation; Invoice # 844923457; Online Services/Legal Research. WestLaw usage for the period of 08/01/21 - 08/31/21.	\$140.02
9/22/2021	West Publishing Corporation; Invoice # 844923457; Online Services/Legal Research. WestLaw usage for the period of 08/01/21 - 08/31/21.	\$356.29
9/24/2021	Everlaw, Inc.; Invoice # 44290; Online Services/Legal Research. Monthly flat fee for July 2021.	\$138.92
9/24/2021	Everlaw, Inc.; Invoice # 44447; Online Services/Legal Research. Monthly flat fee for August 2021.	\$138.92
10/14/2021	West Publishing Corporation; Invoice # 845087421; Online Services/Legal Research. WestLaw usage for the period of 09/01/21 - 09/30/21.	\$665.80

10/14/2021	West Publishing Corporation; Invoice # 845087421; Online Services/Legal Research. WestLaw usage for the period of 09/01/21 - 09/30/21.	\$401.66
10/21/2021	Everlaw, Inc.; Invoice # 45761; Online Services/Legal Research. Monthly flat fee for September 2021.	\$138.92
11/10/2021	West Publishing Corporation; Invoice # 845255012; Online Services/Legal Research. WestLaw usage for the period of 10/01/21 - 10/31/21.	\$738.24
11/21/2021	Everlaw, Inc.; Invoice # 47131; Online Services/Legal Research. Monthly flat fee for October 2021.	\$138.92
11/21/2021	RELX Inc. DBA LexisNexis; Invoice # 3093531637; Online Services/Legal Research. CourtLink services provided from 10/01/21 - 10/31/21.	\$0.90
12/16/2021	Everlaw, Inc.; Invoice # 48585; Online Services/Legal Research. Monthly flat fee for November 2021.	\$138.92
1/21/2022	Everlaw, Inc.; Invoice # 50127; Online Services/Legal Research. Monthly flat fee for December 2021.	\$138.92
1/27/2022	West Publishing Corporation; Invoice # 845610113; Online Services/Legal Research. WestLaw usage for the period of 12/01/2021 - 12/31/2021.	\$268.66
		SUM=\$46,583.40
Expense Code: 059		
3/15/2017	Michella Kras; Invoice # Apple 03/01/17; Meals. Reimbursement for breakfast on 03/01/17.	\$10.40
3/15/2017	Michella Kras; Invoice # Apple 03/01/17; Meals. Reimbursement for dinner on 03/01/17.	\$25.56
9/13/2017	Michella Kras; Invoice # AppleCare 08/30/17; Meals. Reimbursement for snack at SFO on 08/30/17.	\$5.49
9/13/2017	Michella Kras; Invoice # AppleCare 08/30/17; Meals. Reimbursement for dinner at SFO Airport on 08/30/17.	\$9.37
9/13/2017	Michella Kras; Invoice # AppleCare 08/30/17; Meals. Reimbursement for lunch at the airport on 08/29/17.	\$21.85
9/13/2017	Michella Kras; Invoice # AppleCare 08/30/17; Meals. Reimbursement for snack at Hyatt Regency on 08/29/17.	\$18.45
9/13/2017	Michella Kras; Invoice # AppleCare 08/30/17; Meals. Reimbursement for dinner at the Hyatt Regency on 08/29/17.	\$13.56
9/13/2017	Michella Kras; Invoice # AppleCare 08/30/17; Meals. Reimbursement for breakfast with Justin Carter on 08/30/17, at the Hyatt Regency.	\$63.71
9/13/2017	Michella Kras; Invoice # AppleCare 08/30/17; Meals. Reimbursement for lunch with class re at NoodleMe on 08/30/17.	\$37.74
9/27/2017	Justin Carter; Invoice # AppleCare 08/31/17; Meals. Reimbursement for lunch at the hotel in San Francisco on 08/29/17.	\$8.14
9/27/2017	Justin Carter; Invoice # AppleCare 08/31/17; Meals. Reimbursement for dinner at Ziqqy's Burger on 08/29/17.	\$20.80
9/27/2017	Justin Carter; Invoice # AppleCare 08/31/17; Meals. Reimbursement for dinner after deposition at Young's Restaurant on 08/30/17.	\$22.80
9/27/2017	Justin Carter; Invoice # AppleCare 08/31/17; Meals. Reimbursement for snack at Hyatt Hotel on 08/30/17.	\$11.94
9/27/2017	Justin Carter; Invoice # AppleCare 08/31/17; Meals. Reimbursement for in-flight meal on 08/31/17.	\$8.49
9/27/2017	Justin Carter; Invoice # AppleCare 08/31/17; Meals. Reimbursement for dinner at Valdosta, GA airport on 08/31/17.	\$14.37
9/27/2017	Justin Carter; Invoice # AppleCare 08/31/17; Meals. Reimbursement for breakfast on 08/31/17.	\$23.80
9/27/2017	Justin Carter; Invoice # AppleCare 08/31/17; Meals. Reimbursement for lunch at SFO airport on 08/31/17.	\$13.41
10/25/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Meals. Reimbursement for breakfast with Class Rep at Omni San Francisco and deposition prep meeting on 10/09/17.	\$61.00
10/25/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Meals. Reimbursement of lunch with Class Rep at Starbucks on 10/09/17, during deposition in San Francisco.	\$14.55

10/25/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Meals. Reimbursement for dinner at Gordon Bieersch on 10/09/17, while in San Francisco for deposition.	\$29.78
10/25/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Meals. Reimbursement for lunch at Chipotle in San Francisco, CA. on 10/08/17, during deposition of Vicky Maldonado.	\$12.44
10/31/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Meals. Reimbursement for lunch at Chipotle in San Francisco, CA. on 10/08/17, during deposition of Vicky Maldonado.	(\$12.44)
10/31/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Meals. Reimbursement for breakfast with Class Rep at Omni San Francisco and deposition prep meeting on 10/09/17.	(\$61.00)
10/31/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Meals. Reimbursement of lunch with Class Rep at Starbucks on 10/09/17, during deposition in San Francisco.	(\$14.55)
10/31/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Meals. Reimbursement for dinner at Gordon Bieersch on 10/09/17, while in San Francisco for deposition.	(\$29.78)
10/31/2017	Michella Kras; Invoice # AppleCare 10/09/17; Meals. Reimbursement for breakfast with class rep on 10/09/17 at Omni San Francisco and depo prep meeting.	\$61.00
10/31/2017	Michella Kras; Invoice # AppleCare 10/09/17; Meals. Reimbursement for lunch with class rep on 10/09/17, while in San Francisco for deposition.	\$14.55
10/31/2017	Michella Kras; Invoice # AppleCare 10/09/17; Meals. Reimbursement for dinner on 10/09/17, while in San Francisco for Vicky Maldonado deposition.	\$29.78
10/31/2017	Michella Kras; Invoice # AppleCare 10/09/17; Meals. Reimbursement for lunch on 10/08/17, while in San Francisco for Vicky Maldonado deposition.	\$12.44
11/3/2017	Michella Kras; Invoice # AppleCare 10/20/17; Meals. Reimbursement for dinner on 10/19/17, during travel to San Francisco for in person meeting and confer discovery.	\$12.71
11/3/2017	Michella Kras; Invoice # AppleCare 10/20/17; Meals. Reimbursement for lunch on 10/20/17, while in San Francisco for in person meeting and confer discovery.	\$18.97
3/4/2019	Robert Carey; Invoice # AppleCare 10/29/18; Meals. Reimbursement for lunch for Rob Carey and Michella Kras on 10/29/18, while in San Jose, CA. for mediation.	\$34.41
3/4/2019	Robert Carey; Invoice # AppleCare 10/29/18; Meals. Reimbursement for dinner on 10/28/18, while in San Jose, CA. for mediation.	\$32.75
3/12/2019	Robert Carey; Invoice # AppleCare 01/11/19; Meals. Reimbursement for breakfast for Rob Carey and Michella Kras on 01/11/19, for attending Mike Lanigan deposition in Berkeley, CA.	\$20.83
3/12/2019	Robert Carey; Invoice # AppleCare 01/11/19; Meals. Reimbursement for lunch for Rob Carey and Michella Kras on 01/11/19, for attending Mike Lanigan deposition in Berkeley, CA.	\$15.98
3/12/2019	Robert Carey; Invoice # AppleCare 01/11/19; Meals. Reimbursement for lunch for Rob Carey and Michella Kras on 01/11/19, during travel to Berkeley for Mike Lanigan deposition.	\$11.70
3/26/2019	Robert Carey; Invoice # AppleCare 1/09/19; Meals. Reimbursement for meals for Rob Carey and Michella Kras on 01/09/19.	\$82.60
3/26/2019	Robert Carey; Invoice # AppleCare 1/09/19; Meals. Reimbursement for meals for Rob Carey and Michella Kras on 01/09/19.	\$29.71
3/26/2019	Robert Carey; Invoice # AppleCare 1/09/19; Meals. Reimbursement for meals for Rob Carey and Michella Kras on 01/09/19.	\$20.98
3/26/2019	Robert Carey; Invoice # AppleCare 1/09/19; Meals. Reimbursement for meals for Rob Carey and Michella Kras on 01/09/19.	\$72.93
3/26/2019	Robert Carey; Invoice # AppleCare 1/09/19; Meals. Reimbursement for meals for Rob Carey and Michella Kras on 01/09/19.	\$19.90
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Meals. Reimbursement for breakfast for Michella Kras and experts, Andy Bardwell and Lance Kaufman on 03/07/19.	\$67.81

5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Meals. Reimbursement for lunch for Michella Kras and experts, Andy Bardwell and Lance Kaufman on 03/07/19.	\$109.40
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Meals. Reimbursement for meal on 03/07/19.	\$14.81
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Meals. Reimbursement for dinner with expert, Lance Kaufman on 03/05/19.	\$26.40
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Meals. Reimbursement for meal on 03/05/19.	\$22.13
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Meals. Reimbursement for breakfast for Michella Kras and experts, Andy Bardwell and Lance Kaufman on 03/06/19.	\$41.47
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Meals. Reimbursement for lunch for Michella Kras and experts, Andy Bardwell and Lance Kaufman on 03/06/19.	\$104.63
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Meals. Reimbursement for dinner for Michella Kras and experts, Andy Bardwell and Lance Kaufman on 03/06/19.	\$66.46
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Meals. Reimbursement for maiel at San Jose airport on 10/09/18.	\$8.72
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Meals. Reimbursement for meal on 03/14/19.	\$23.98
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Meals. Reimbursement for meal on 03/15/19.	\$11.36
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Meals. Reimbursement for meal on 03/16/19.	\$23.90
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Meals. Reimbursement for meal on 04/14/19.	\$43.60
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Meals. Reimbursement for dinner on 08/08/19.	\$50.40
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Meals. Riembursement for lunch on 04/18/19.	\$12.15
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Meals. Reimbursement for dinner on 04/18/19.	\$8.86
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Meals. Reimbursement for dinner on 04/19/19.	\$55.01
9/13/2019	Michella Kras; Invoice # AppleCare 08/07/19; Meals. Reimbursement for lunch on 08/07/19.	\$9.49
9/13/2019	Michella Kras; Invoice # AppleCare 08/07/19; Meals. Reimbursement for dinner on 08/07/19.	\$20.34
9/13/2019	Michella Kras; Invoice # AppleCare 08/07/19; Meals. Reimbursement for breakfast on 08/06/19.	\$10.18
9/13/2019	Michella Kras; Invoice # AppleCare 08/07/19; Meals. Reimbursement for breakfast with expert, Thanh Huynh, on 07/02/19.	\$72.78
9/13/2019	Michella Kras; Invoice # AppleCare 08/07/19; Meals. Reimbursement for lunch on 07/01/19.	\$6.78
9/13/2019	Michella Kras; Invoice # AppleCare 08/07/19; Meals. Reimbursementbt for dinner on 07/01/19.	\$53.51
9/13/2019	Michella Kras; Invoice # AppleCare 08/07/19; Meals. Reimbursement for breakfast on 08/07/19.	\$9.40
1/14/2020	Robert Carey; Invoice # AppleCare 12/19/19; Meals. Reimbursement for dinner on 12/18/19.	\$34.93
6/25/2020	American Express; Invoice # Mar-20 AMEX (CJ); Meals for Rob Carey - Hilton DC, 03/12/20	\$5.00
6/29/2020	American Express; Invoice # Mar-20 AMEX (LWA); Meals, Boston, 03/10-03/12/20	\$143.67
		SUM=\$1,878.29
Expense Code: 060		
11/3/2016	ACE Attorney Service, Inc.; Invoice # 181307; Messenger/Process Service. For messenger/process service provided on 10/12/16.	\$51.90
11/30/2016	ACE Attorney Service, Inc.; Invoice # 183312; Messenger/Process Service. For messenger/process service provided on 11/14/16.	\$61.90



4/21/2017	Wheels of Justice, Inc.; Invoice # W2673616; Messenger/Process Service. For process/messenger service provided on 01/31/17.	\$118.25
9/27/2017	ACE Attorney Service, Inc.; Invoice # 198958; Messenger/Process Service. For process/messenger service provided on 09/14/17.	\$153.16
10/26/2017	Chicago Messenger Service; Invoice # 915683; Messenger/Process Service. For delivery to the Federal Courthouse on 10/17/17.	\$8.00
1/25/2019	Wheels of Justice, Inc.; Invoice # W111491; Messenger/Process Service. For service of process provided on 01/22/19.	\$50.00
3/8/2019	Wheels of Justice, Inc.; Invoice # W113351; Messenger/Process Service. For service of process provided on 02/26/19.	\$410.25
3/8/2019	Wheels of Justice, Inc.; Invoice # W113535; Messenger/Process Service. For service of process provided on 03/01/19.	\$603.20
5/14/2019	Wheels of Justice, Inc.; Invoice # W115968; Messenger/Process Service. For process of service provided on 05/07/19.	\$168.75
8/29/2019	Wheels of Justice, Inc.; Invoice # W116863; Messenger/Process Service. For process/messenger service provided on 06/11/19.	\$55.50
12/5/2019	Wheels of Justice, Inc.; Invoice # W117835; Messenger/Process Service. For service of process provided on 07/25/19.	\$89.75
		SUM=\$1,770.66
Expense Code: 061		
10/10/2018	JAMS, Inc.; Invoice # 0004501222-110; Mediation. Deposit for mediation to be provided on the AppleCare case.	\$4,950.00
2/6/2019	JAMS, Inc.; Invoice # 0004706164-110; Mediation. Deposit for mediation services to be provided re Maldonado, et al v. Apple, Inc.	\$5,500.00
5/15/2019	JAMS Refund - Mediation Fee Reference #1110022961	(\$595.00)
6/16/2021	JAMS, Inc.; Invoice # 5744738; Mediation. HBSS share of the mediation fees for mediation on June 30, 2021, re AppleCare. (Paid via wire transfer on 06/16/21).	\$5,200.00
7/23/2021	JAMS, Inc.; Invoice # 5790592; Mediation. HBSS share of the deposit for arbitration services provided by Hon. Daniel Weinstein, re AppleCare. (Paid via wire transfer on 07/23/2021).	\$21,000.00
8/19/2021	JAMS, Inc.; Invoice # 5821604; Mediation. HBSS share of a deposit for arbitration services to be provided by Hon. Daniel Weinstein.	\$4,400.00
9/29/2021	JAMS, Inc.; Invoice # 5850382; Mediation. HBSS share of the deposit for arbitration services provided by Hon. Daniel Weinstein, re AppleCare. (Paid via wire transfer on 09/29/2021).	\$19,600.00
		SUM=\$60,055.00
Expense Code: 070		
3/15/2017	Michella Kras; Invoice # Apple 03/01/17; Transportation/Travel Expenses. Reimbursement for uber fare on 03/01/17.	\$22.57
9/13/2017	Michella Kras; Invoice # AppleCare 08/30/17; Transportation/Travel Expenses. Reimbursement for Uber fare from Hyatt Regency to SFO Airport on 08/30/17.	\$35.87
9/13/2017	Michella Kras; Invoice # AppleCare 08/30/17; Transportation/Travel Expenses. Reimbursement for Uber fare from SFO to hotel on 08/29/17.	\$36.86
9/27/2017	Justin Carter; Invoice # AppleCare 08/31/17; Transportation/Travel Expenses. Reimbursement for Uber ride from hotel to SFO airport on 08/31/17.	\$16.25
9/27/2017	Justin Carter; Invoice # AppleCare 08/31/17; Transportation/Travel Expenses. Reimbursement for mileage to and from Pavo, GA, to Valdosta, GA for deposition (83.50 miles total)	\$44.67
9/27/2017	Justin Carter; Invoice # AppleCare 08/31/17; Transportation/Travel Expenses. Reimbursement for BART ride to hotel in San Francisco, CA. on 08/29/17.	\$20.00
10/25/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Transportation/Travel Expenses. Reimbursement for Uber from SFO to Omni on 10/08/17.	\$71.25
10/25/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Transportation/Travel Expenses. Reimbursement for Uber from Omni to SFO on 10/09/17.	\$55.00

10/31/2017	Michella Kras; Invoice # AppleCare 10/09/17; Transportation/Travel Expenses. Reimbursement for Uber from SFO to Omni on 10/08/17.	\$71.25
10/31/2017	Michella Kras; Invoice # AppleCare 10/09/17; Transportation/Travel Expenses. Reimbursement for Uber from Omni to SFO on 10/09/17.	\$55.00
10/31/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Transportation/Travel Expenses. Reimbursement for Uber from Omni to SFO on 10/09/17.	(\$55.00)
10/31/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Transportation/Travel Expenses. Reimbursement for Uber from SFO to Omni on 10/08/17.	(\$71.25)
11/8/2017	Michella Kras; Invoice # AppleCare 10/20/2017; Transportation/Travel Expenses. Reimbursement for Uber fare from SFO Airport to hotel on 10/19/17.	\$31.29
11/8/2017	Michella Kras; Invoice # AppleCare 10/20/2017; Transportation/Travel Expenses. Reimbursement for Uber fare from Hyatt Regency to SFO Airport on 10/20/17.	\$37.15
3/4/2019	Robert Carey; Invoice # AppleCare 10/29/18; Transportation/Travel Expenses. Reimbursement for Uber fare to attend mediation on 10/28/18.	\$28.90
3/12/2019	Robert Carey; Invoice # AppleCare 10/09/18; Transportation/Travel Expenses. Reimbursement for transportation from hotel to deposition in Palo Alto, CA. on 10/09/18.	\$11.17
3/12/2019	Robert Carey; Invoice # AppleCare 10/09/18; Transportation/Travel Expenses. Reimbursement for transportation from deposition to San Jose airport on 10/09/18.	\$41.92
3/26/2019	Robert Carey; Invoice # AppleCare 1/09/19; Transportation/Travel Expenses. Reimbursement for Uber fare from airport to hotel on 01/07/19.	\$33.32
3/26/2019	Robert Carey; Invoice # AppleCare 1/09/19; Transportation/Travel Expenses. Reimbursement for Uber fare for local travel on 01/08/19.	\$16.68
3/26/2019	Robert Carey; Invoice # AppleCare 1/09/19; Transportation/Travel Expenses. Reimbursement for Uber fare to the airport on 01/08/19.	\$41.79
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Transportation/Travel Expenses. Reimbursement for transportation to the airport on 04/16/19.	\$67.11
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Transportation/Travel Expenses. Reimbursement for Uber to the airport on 03/17/19.	\$13.63
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Transportation/Travel Expenses. Reimbursement for Uber from the office to home on 03/18/19.	\$13.80
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Transportation/Travel Expenses. Reimbursement for Uber fare to the hotel on 04/14/19.	\$34.58
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Transportation/Travel Expenses. Reimbursement for Uber fare to the airport on 03/05/19.	\$14.20
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Transportation/Travel Expenses. Reimbursement for Uber fare to the hotel on 03/05/19.	\$37.73
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Transportation/Travel Expenses. Reimbursement for Uber fare to the airport on 03/08/19.	\$48.13
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Transportation/Travel Expenses. Reimbursement for for Uber fare from the airport to home on 03/08/19.	\$30.51
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Transportation/Travel Expenses. Reimbursement for Uber fare on 03/07/19.	\$20.55
8/15/2019	Jeaneth Decena; Invoice # Apple 08/07/19; Transportation/Travel Expenses. Reimbursement for cab ride for Brian Miller to go to the N.D. Cal. Court for class cert./summary judgment hearing on 08/07/19.	\$31.53
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Transportation/Travel Expenses. Reimbursement for Uber fare on 04/19/19, for travel from airport to home.	\$23.18
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Transportation/Travel Expenses. Reimbursement for Uber fare on 04/19/19, for local travel.	\$56.26



9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Transportation/Travel Expenses. Reimbursement for Uber fare on 04/19/19, for local travel.	\$11.72
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Transportation/Travel Expenses. Reimbursement for Uber fare on 03/15/19, for local travel.	\$12.84
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Transportation/Travel Expenses. Reimbursement for Uber fare on 03/16/19, for local travel.	\$36.89
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Transportation/Travel Expenses. Reimbursement for Uber fare on 03/17/19, for local travel.	\$25.44
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Transportation/Travel Expenses. Reimbursement for Uber fare on 03/17/19, for local travel.	\$20.73
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Transportation/Travel Expenses. Reimbursement for Uber fare on 03/18/19, for local travel.	\$14.26
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Transportation/Travel Expenses. Reimbursement for Uber fare on 03/18/19, for local travel.	\$20.31
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Transportation/Travel Expenses. Reimbursement for Uber fare on 03/14/19, for local travel.	\$79.66
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Transportation/Travel Expenses. Reimbursement for Uber fare on 08/08/19, for local travel.	\$15.37
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Transportation/Travel Expenses. Reimbursement for Uber fare on 08/02/19, for travel from the airport to the hotel.	\$19.50
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Transportation/Travel Expenses. Reimbursement for Uber fare on 08/07/19, for travel to the airport.	\$37.27
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Transportation/Travel Expenses. Reimbursement for Uber fare on 08/06/19, for travel from the airport home.	\$33.27
9/13/2019	Michella Kras; Invoice # AppleCare 08/07/19; Transportation/Travel Expenses. Reimbursement for Uber fare to the airport on 07/02/19.	\$53.33
9/13/2019	Michella Kras; Invoice # AppleCare 08/07/19; Transportation/Travel Expenses. Reimbursement for Uber fare from the airport to the hotel on 07/01/19.	\$39.83
1/14/2020	Robert Carey; Invoice # AppleCare 12/19/19; Transportation/Travel Expenses. Reimbursement for Uber from hotel to deposition on 12/19/19.	\$15.80
1/14/2020	Robert Carey; Invoice # AppleCare 12/19/19; Transportation/Travel Expenses. Reimbursement for Uber from deposition to airport on 12/19/19.	\$36.45
1/14/2020	Robert Carey; Invoice # AppleCare 12/19/19; Transportation/Travel Expenses. Reimbursement for Uber from airport to hotel on 12/17/19.	\$46.96
1/14/2020	Robert Carey; Invoice # AppleCare 12/19/19; Transportation/Travel Expenses. Reimbursement for Uber from hotel to deposition on 12/18/19.	\$23.30
1/14/2020	Robert Carey; Invoice # AppleCare 12/19/19; Transportation/Travel Expenses. Reimbursement for Uber from deposition to hotel on 12/18/19.	\$15.41
2/26/2020	Robert Carey; Invoice # AppleCare 02/09/20; Transportation/Travel Expenses. Reimbursement for car rental while in Oakland for deposition.	\$94.73
2/26/2020	Robert Carey; Invoice # AppleCare 02/09/20; Transportation/Travel Expenses. Reimbursement for Uber fare from office to JSX airport on 02/05/20.	\$10.32
2/26/2020	Robert Carey; Invoice # AppleCare 02/09/20; Transportation/Travel Expenses. Reimbursement for valet parking at the hotel on 02/05/20 and 02/06/20.	\$70.00
		SUM=\$1,669.29
Expense Code: 071		
3/15/2017	Michella Kras; Invoice # Apple 03/01/17; Parking. Reimbursement for airport parking on 03/01/17.	\$25.00
9/13/2017	Michella Kras; Invoice # AppleCare 08/30/17; Parking. Reimbursement for parking at Phoenix SkyHarbor on 08/29/17.	\$38.00
10/25/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Parking. Reimbursement for parking at Phoenix Sky Harbor on 10/09/17.	\$38.00

10/31/2017	Ricoh USA, Inc.; Invoice # AppleCare 10/09/17; Parking. Reimbursement for parking at Phoenix Sky Harbor on 10/09/17.	(\$38.00)
10/31/2017	Michella Kras; Invoice # AppleCare 10/09/17; Parking. Reimbursement for long term parking at Phoenix Sky Harbor.	\$38.00
11/3/2017	Michella Kras; Invoice # AppleCare 10/20/17; Parking. Reimbursement for long term parking at Phoenix Sky Harbor.	\$38.00
3/4/2019	Robert Carey; Invoice # AppleCare 10/29/18; Parking. Reimbursement for parking at Phoenix Skyharbor airport long term on 10/28/18.	\$27.00
3/12/2019	Robert Carey; Invoice # AppleCare 10/09/18; Parking. Reimbursement for Phoenix airport long term parking on 10/09/18.	\$42.00
3/12/2019	Robert Carey; Invoice # AppleCare 01/11/19; Parking. Reimbursement for parking at Phoenix Sky Harbor airport on 01/11/19.	\$27.00
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Parking. Reimbursement for parking at Phoenix Sky Harbor airport on 10/28/18.	\$42.00
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Parking. Reimbursement for parking at Phoenix Sky Harbor airport on 01/07/19.	\$42.00
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Parking. Reimbursement for parking at the Phoenix Sky Harbor airport on 10/09/18.	\$52.00
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Parking. Reimbursement for parking at Phoenix Sky Harbor airport on 01/10/19.	\$22.00
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Parking. Reimbursement for parking at the Phoenix Sky Harbor Airport on 04/14/19.	\$62.00
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Parking. Reimbursement for parking on 08/07/19, at Sky Harbor Airport.	\$54.00
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Parking. Reimbursement for parking at Sky Harbor Airport on 08/05/19.	\$42.00
9/13/2019	Michella Kras; Invoice # AppleCare 08/07/19; Parking. Reimbursement for parking at the Phoenix Sky Harbor on 07/02/19.	\$42.00
9/13/2019	Michella Kras; Invoice # AppleCare 08/07/19; Parking. Reimbursement for parking at Phoenix Sky Harbor on 08/07/19.	\$42.00
1/14/2020	Robert Carey; Invoice # AppleCare 12/19/19; Parking. Reimbursement for long term parking at the airport from 12/17/19 - 12/19/19.	\$101.87
		SUM=\$736.87
Expense Code: 072		
11/2/2016	American Express; Invoice # Sep-16 AMEX (CJ); Pro Hac Vice for Michella Kras, 09/23/16	\$305.00
11/2/2016	American Express; Invoice # Sep-16 AMEX (CJ); Pro Hac Vice for Rob Carey, 09/23/16	\$305.00
2/9/2017	American Express; Invoice # Sep-16 AMEX (SRS); Pro Hac Vice for Steve Berman, 09/21/16	\$305.00
6/25/2020	American Express; Invoice # Mar-20 AMEX (CJ); Pro Hac Vice - Letter of Good Standing for Leonard Aragon from the State Bar of Arizona, 03/06/20	\$20.00
6/25/2020	American Express; Invoice # Mar-20 AMEX (CJ); Pro Hac Vice for Leonard Aragon (ND CA), 03/06/20	\$310.00
12/16/2020	American Express; Invoice # Nov-20 AMEX (CJ); Pro Hac Vice for Sean Matt (ND CA), 10/29/20	\$310.00
		SUM=\$1,555.00
Expense Code: 078		
12/9/2016	American Express; Invoice # Oct-16 AMEX (CJ); Records/Clerical, Texas Secretary of State Record Search, 10/05/16	\$1.03
		SUM=\$1.03
Expense Code: 090		
11/29/2016	MeetingBridge, LLC; Invoice # 1609-003573; Telephone. For conference calls during the month of September 2016.	\$16.53

8/13/2018	MeetingBridge, LLC; Invoice # 1807-003573; Telephone. For conference calls during the month of July 2018.	\$15.21
3/4/2019	Robert Carey; Invoice # AppleCare 10/29/18; Telephone. Reimbursement for Jconnect online fax service on 10/28/18.	\$19.95
3/26/2019	Robert Carey; Invoice # AppleCare 1/09/19; Telephone. Reimbursement for qogo - WiFi on 10/28/18.	\$10.00
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Telephone. Reimbursement for high speed internet at the hotel on 04/14/19.	\$25.90
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Telephone. Reimbursement for inflight WiFi on 01/11/19.	\$8.00
5/14/2019	Michella Kras; Invoice # AppleCare 04/16/19; Telephone. Reimbursement for inflight WiFi on 03/08/19.	\$8.00
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Telephone. Reimbursement for United Airlines WiFi on 04/18/19.	\$11.99
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Telephone. Reimbursement for American Airlines WiFi on 08/06/19.	\$14.00
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Telephone. Reimbursement for Southwest Airlines WiFi on 03/14/19.	\$8.00
9/12/2019	Robert Carey; Invoice # AppleCare 08/08/19; Telephone. Reimbursement for American Airlines WiFi on 03/13/19.	\$16.00
9/13/2019	Michella Kras; Invoice # AppleCare 08/07/19; Telephone. Reimbursement for American Airlines WiFi on 08/06/19.	\$10.00
1/30/2020	American Express; Invoice # Dec-19 AMEX (CJ); Telephone, CourtCall for Rob Carey to attend 12/03/19 CMC	\$30.00
1/30/2020	American Express; Invoice # Dec-19 AMEX (CJ); Telephone, CourtCall for Michella Kras to attend 12/03/19 CMC	\$30.00
		SUM=\$223.58
		SUM=\$1,395,019.68

## EXHIBIT 2



# HAGENS BERMAN

Auto Cases 1-888-381-2889 Email Tip Line

CASES ATTORNEYS NEWS & INSIGHT ABOUT PRACTICES SUCCESS BLOG

## Trailblazer

Managing Partner, Steve Berman,  
wins Trailblazer Award

... states that 14.7 million people have been

A screenshot of a website featuring a portrait of Steve Berman. The page includes a navigation menu, a headline, and a sub-headline. At the bottom, there is a partial sentence: "... states that 14.7 million people have been".



Hagens Berman is a leader in class-action litigation and an international law firm driven by a team of legal powerhouses. With a tenacious spirit, we are motivated to make a positive difference in people's lives.



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## INTRODUCTION

# The Firm

Hagens Berman Sobol Shapiro LLP was founded in 1993 with one purpose: to help victims with claims of fraud and negligence that adversely impact a broad group. The firm initially focused on class action and other types of complex, multi-party litigation, but we have always represented plaintiffs, victims and the underdog. As the firm grew, it expanded its scope while staying true to its mission of taking on important cases that implicate the public interest. The firm represents plaintiffs including investors, consumers, inventors, workers, the environment, governments, whistleblowers and others.

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*We are one of the nation's leading class-action law firms and have earned an international reputation for excellence and innovation in groundbreaking litigation against large corporations.*

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**OUR FOCUS.** Our focus is to represent plaintiffs/victims in product liability, tort, antitrust, consumer fraud, sexual harassment, securities and investment fraud, employment, whistleblower, intellectual property, environmental, and employee pension protection cases. Our firm is particularly skilled at managing multi-state and nationwide class actions through an organized, coordinated approach that implements an efficient and aggressive prosecutorial strategy to place maximum pressure on defendants.

**WE WIN.** We believe excellence stems from a commitment to try each case, vigorously represent the best interests of our clients, and obtain the maximum recovery. Our opponents know we are determined and tenacious and they respect our skills and recognize our track record of achieving top results.

**WHAT MAKES US DIFFERENT.** We are driven to return to the class every possible portion of its damages—our track record proves it. While many class action or individual plaintiff cases result in large legal fees and no meaningful result for the client or class, Hagens Berman finds ways to return real value to the victims of corporate fraud and/or malfeasance.

**A NATIONWIDE REACH.** The scope of our practice is truly nationwide. We have flourished through our network of offices in nine cities across the United States, including Seattle, Austin, Berkeley, Boston, Chicago, Los Angeles, New York, Phoenix and San Diego and one international office in London, and our eyes are always open to trends of fraud, negligence and wrongdoing that may be taking form anywhere in the world. Our reach is not limited to the cities where we maintain offices. We have cases pending in courts across the country and have a vested interest in fighting global instances of oppression, wrongdoing and injustice.





**INTRODUCTION**  
Locations

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(917) 210-3980 fax

**PHOENIX**

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(602) 840-3012 fax

**SAN DIEGO**

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San Diego, CA 92101  
(619) 929-3340 phone

...the track record of Hagens Berman[’s] **Steve Berman is... impressive**, having racked... a \$1.6 billion settlement in the Toyota Unintended Acceleration Litigation and a substantial number of really outstanding big-ticket results. //

– Milton I. Shadur, Senior U.S. District Judge, naming Hagens Berman Interim Class Counsel in Stericycle Pricing MDL

Class counsel has **consistently demonstrated extraordinary skill and effort.** //

– U.S. District Judge James Selna, Central District of California, *In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices and Products Liability Litigation*

Berman is considered **one of the nation’s top class-action lawyers.** //

– Associated Press

## Elite Trial Lawyers

*The National Law Journal*

## The Plaintiffs’ Hot List: The Year’s Hottest Firms

*The National Law Journal*

## Most Feared Plaintiffs Firms

*Law360*

**Landmark consumer cases are business as usual** for Steve Berman. //

– *The National Law Journal*, naming Steve Berman one of the 100 most influential attorneys in the nation for the third time in a row

[A] **clear choice** emerges. That choice is the Hagens Berman firm. //

– U.S. District Court for the Northern District of California, *In re Optical Disk Drive Products Antitrust Litigation* (appointing the firm lead counsel)

All right, I think I can conclude on the basis with my five years with you all, watching this litigation progress and seeing it wind to a conclusion, that **the results are exceptional...** You did an exceptionally good job at organizing and managing the case... //

– U.S. District Court for the Northern District of California, *In re Dynamic Random Access Memory Antitrust Litigation* (Hagens Berman was co-lead counsel and helped achieve the \$325 million class settlement)

## VISA-MASTERCARD ANTITRUST LITIGATION

The firm served as co-lead counsel in what was then the largest antitrust settlement in history – valued at **\$27 billion**.

## VOLKSWAGEN FRANCHISE DEALERS LITIGATION

The firm served as lead counsel representing VW franchise dealers in this suit related to the automaker's Dieselgate scandal. A **\$1.6 billion** settlement was reached, and represents a result of nearly full damages for the class.

## VOLKSWAGEN EMISSIONS LITIGATION

Hagens Berman was named a member of the Plaintiffs' Steering Committee and part of the Settlement Negotiating team in this monumental case that culminated in the largest automotive settlement in history – **\$17.4 billion**.

## TOYOTA UNINTENDED ACCELERATION LITIGATION

Hagens Berman obtained the then largest automotive settlement in history in this class action that recovered **\$1.6 billion** for vehicle owners.

STATE OF WASHINGTON, ET AL. V. PHILIP MORRIS, ET AL.

Hagens Berman represented 13 states in the largest recovery in litigation history – **\$260 billion**.

## E-BOOKS ANTITRUST LITIGATION

Hagens Berman served as co-lead counsel in this matter and secured a combined **\$560 million** settlement on behalf of consumers against Apple and five of the nation's largest publishing companies.

## LCD ANTITRUST LITIGATION

Hagens Berman served as a member of the Executive Committee representing consumers against multiple defendants in multi-district litigation. The total settlements exceeded **\$470 million**.

## MCKESSON DRUG LITIGATION

Hagens Berman was lead counsel in these racketeering cases against McKesson for drug pricing fraud that settled for more than **\$444 million** on the eve of trials.

## DAVITA HEALTHCARE PERSONAL INJURY LITIGATION

A Denver jury awarded a monumental **\$383.5 million** jury verdict against GranuFlo dialysis provider DaVita Inc. on June 27, 2018, to families of three patients who suffered cardiac arrests and died after receiving dialysis treatments at DaVita clinics.

## DRAM ANTITRUST LITIGATION

The firm was co-lead counsel, and the case settled for **\$345 million** in favor of purchasers of dynamic random access memory chips (DRAM).

## AVERAGE WHOLESAL PRICE DRUG LITIGATION

Hagens Berman was co-lead counsel in this ground-breaking drug pricing case against the world's largest pharmaceutical companies, resulting in a victory at trial. The court approved a total of **\$338 million** in settlements.

## ENRON ERISA LITIGATION

Hagens Berman was co-lead counsel in this ERISA litigation, which recovered in excess of **\$250 million**, the largest ERISA settlement in history.

## CHARLES SCHWAB SECURITIES LITIGATION

The firm was lead counsel in this action alleging fraud in the management of the Schwab YieldPlus mutual fund; a **\$235 million** class settlement was approved by the court.

# Practice Areas

## PRACTICE AREAS

# Anti-Terrorism

With a long track record of upholding the rights of the voiceless, Hagens Berman fights for justice on behalf of victims of international terrorism. Our anti-terrorism legal team builds on our robust history to forge innovative cases, bringing action against those that support terrorism.

Hagens Berman has always believed in fighting for the rights of those with no voice – those who are victims to tragic circumstances beyond their control. With our guiding principles driving our efforts, the firm has expanded its practice areas to include anti-terrorism litigation.

It's no secret that some businesses and individuals have pled guilty to violating United States laws that prohibit financial transactions with terrorist organizations and foreign states that support terrorism. We believe that the law is one of the most powerful tools to combat terrorism, and our renowned team of litigators brings a fresh perspective to the fight for victims' rights in this complex arena.

Through a deep understanding of both U.S. and international anti-terrorism laws, Hagens Berman builds on its foundation to investigate acts of terrorism and forge ironclad cases against anyone responsible, to help ensure that those at the mercy of the world's most egregious perpetrators of violence are represented with the utmost integrity and determination.

The firm's new practice area carries out our mission of building a safer world through novel applications of the law and steadfast dedication.

### > Chiquita Bananas

Hagens Berman represents American citizens who were victims of terrorism in Colombia. The victims were harmed by Colombian terrorists that Chiquita Brands International Inc. paid so that it could grow bananas in Colombia in regions that were controlled by the terrorists. Chiquita is one of the world's largest producers and marketers of fruits and vegetables and admitted it paid Colombian terrorist organizations as part of a guilty plea to settle criminal charges brought by the U.S. Department of Justice

Chiquita was placed on corporate probation and paid a \$25 million dollar fine because of its conduct in Colombia.

Plaintiffs have sued Chiquita under the U.S. Anti-Terrorism Act, which allows American victims of international terrorism to sue anyone responsible and to recover treble damages and attorney's fees. The claims are pending in the U.S. District Court for the Southern District of Florida as part of the consolidated multi-district litigation to resolve claims related to Chiquita's payments to Colombian terrorist organizations.

## PRACTICE AREAS

# Antitrust

Hagens Berman works to preserve healthy marketplace competition and fair trade by protecting consumers and businesses that purchase goods and services from price fixing, market allocation agreements, monopolistic schemes and other trade restraints. The firm's lawyers have earned an enviable reputation as experts in this often confusing and combative area of commercial litigation. Our attorneys have a deep understanding of the legal and economic issues within the marketplace, allowing us to employ groundbreaking market theories that shed light on restrictive anti-competitive practices.

Hagens Berman represents millions of consumers in several high-profile class-action lawsuits, and takes on major antitrust litigation to improve market conditions for consumers, businesses and investors. We have represented plaintiffs in markets as diverse as debit and credit card services, personal computer components, electric and gas power, airlines, and internet services, and we have prevailed against some of the world's largest corporations.

The firm has also generated substantial recoveries on behalf of health plans and consumers in antitrust involving pharmaceutical companies abusing patent rights to block generic drugs from coming to market. Hagens Berman has served as lead or co-lead counsel in landmark litigation challenging anti-competitive practices, in the Paxil Direct Purchaser Litigation (\$100 million), Relafen Antitrust Litigation (\$75 million), Tricor Indirect Purchaser Antitrust Litigation (\$65.7 million), and Augmentin Antitrust Litigation (\$29 million). Representative antitrust successes on behalf of our clients include:

### > **Visa/MasterCard**

Helped lead this record-breaking antitrust case against credit card giants Visa and MasterCard that challenged charges imposed in connection with debit cards.

**RESULT:** \$3.05 billion settlement and injunctive relief valued at more than \$20 billion.

### > **NCAA: Scholarships/Grants-In-Aid (GIAs)**

In a first-of-its-kind antitrust action and potentially far-reaching case, Hagens Berman filed a class-action affecting approximately 40,000 Division I collegiate athletes who played men's or women's basketball, or FBS football, brought against the NCAA and its most powerful members, including the Pac-12, Big Ten, Big-12, SEC and ACC, claiming these entities violated federal antitrust laws by drastically reducing the number of scholarships and financial aid student-athletes receive to an amount below the actual cost of attendance and far below what the free market would bare.

The firm continues to fight on behalf of student-athletes to level the playing field and bring fairness to college sports and players.

**RESULT:** \$208.9 million settlement, bringing an estimated average amount of \$6,500 to each eligible class member who played his or her sport for four years.

### > **Apple E-books**

With state attorneys general, the firm secured a \$166 million settlement with publishing companies that conspired with Apple to fix e-book prices. The firm then look on Apple for its part in the price-fixing conspiracy. In the final stage in the lawsuit, the Supreme Court denied appeal from Apple, bringing the consumer payback amount to more than twice the amount of losses suffered by the class of e-book purchasers. This represents one of the most successful recovery of damages in any antitrust lawsuit in the country.

**RESULT:** \$560 million total settlements.

## PRACTICE AREAS

# Antitrust

### > Animation Workers Antitrust

Hagens Berman represents a nationwide class of animators and other artistic workers in an antitrust class-action case filed against defendants Pixar, Lucasfilm and its division Industrial Light & Magic, DreamWorks Animation, The Walt Disney Company, Sony Pictures Animation, Sony Pictures Imageworks, Blue Sky Studios, ImageMovers LLC, ImageMovers Digital LLC and others.

**RESULT:** Total settlements have reached \$168 million, resulting in a payment of more than \$13,000 per class member.

### > TFT LCDs

Hagens Berman Sobol Shapiro filed a class-action lawsuit against several major manufacturers of TFT LCD products, claiming the companies engaged in a conspiracy to fix, raise, maintain and stabilize the price of televisions, desktop and notebook computer monitors, mobile phones, personal digital assistants (PDAs) and other devices. After years of representing consumers against multiple defendants in multi-district litigation, the case against Toshiba went to trial. Toshiba was found guilty of price-fixing in 2012, and settled.

**RESULT:** \$470 million in total settlements.

### > DRAM

The suit claimed DRAM (Dynamic Random Access Memory) manufacturers secretly agreed to reduce the supply of DRAM, a necessary component in a wide variety of electronics which artificially raised prices. The class included equipment manufacturers, franchise distributors and purchasers.

**RESULT:** \$375 million settlement.

### > Optical Disk Drives

Hagens Berman fought on behalf of consumers in a lawsuit filed against Philips, Pioneer and others for artificially inflating the price of ODDs for consumers.

**RESULT:** \$180 million in total settlements reclaimed for consumers.

### > Lithium Ion Batteries

Hagens Berman filed a class-action lawsuit against some of the largest electronics manufacturers including Sony, Samsung and Panasonic for illegally fixing the price of lithium ion batteries, pushing costs higher for consumers. Defendants collectively controlled between 60 to 90 percent of the market for lithium-ion batteries between 2000 and 2011 and used that power to fix battery prices.

**RESULT:** \$65 million in total settlements against multiple defendants.

### > AC Nielsen

Represented Information Resources, Inc. ("IRI"), in a suit claiming that AC Nielsen's anti-competitive practices caused IRI to suffer significant losses.

**RESULT:** \$55 million settlement.

### > Dairy Products

The firm filed a class-action suit against several large players in the dairy industry, including the National Milk Producers Federation, Dairy Farmers of America, Land O'Lakes, Inc., Agri-Mark, Inc. and Cooperatives Working Together (CWT) that together produce nearly 70 percent of the milk consumed in the United States. The suit alleging that the groups conspired to fix the price of milk throughout the United States through an organized scheme to limit production, involving the needless and premature slaughtering of 500,000 cows.

**RESULT:** \$52 million settlement on behalf of consumers in 15 states and the District of Columbia who purchased dairy products.

### > Toys "R" Us Baby Products

The firm brought this complaint on behalf of consumers claiming Toys "R" Us and several baby product manufacturers violated provisions of the Sherman Antitrust Act by conspiring to inflate prices of high-end baby products, including car seats, strollers, high chairs, crib bedding, breast pumps and infant carriers. The suit asked the court to end what it claims are anti-competitive activities and seeks damages caused by the company's actions.

**RESULT:** \$35.5 million settlement.

## PRACTICE AREAS

# Antitrust

### > EA Madden

Class action claimed that video game giant Electronic Arts used exclusive licensing agreements with various football organizations to nearly double the price of several of its games.

**RESULT:** \$27 million settlement and imposed limits on EA's ability to pursue exclusive licensing agreements.

### > Resistors Antitrust Litigation

Hagens Berman is co-lead lead counsel, representing direct purchasers of linear resistors (a device in electronics used to limit electric current) against an alleged cartel of manufacturers who conspired to limit linear resistor price competition for nearly a decade. The case is in its early stages and discovery is ongoing.

### > Nespresso

Hagens Berman has assumed responsibility for a large antitrust case against Nespresso, a leading single-serve espresso and coffee maker, for its anticompetitive efforts to exclude environmentally friendly, biodegradable coffee capsules from the market.

In May 2010, our client Ethical Coffee Company ("ECC") sought to introduce an environmentally sound and more economical coffee capsule to be used in Nespresso's widely used coffee makers. It manufactured a single-use coffee capsule that did not contain harmful aluminum found in Nespresso's capsules. Nespresso knew that ECC posed a formidable challenge to its business model, which relied on captive consumers buying coffee capsules only from Nespresso. With a captive market, Nespresso could continue to charge consumers an inflated price, and continue to use the aluminum capsules that harm the environment. The U.S. Court has already ruled that these claims can proceed to discovery. Hagens Berman anticipates damages associated with Nespresso's actions to be in the hundreds of millions of dollars.



**PRACTICE AREAS**

## Automotive - Non-Emissions Cases

In litigating cases we strive to make an impact for a large volume of consumers, especially those who fall victim to the gross negligence and oversight of some of the nation's largest entities: automakers. Hagens Berman's automotive litigation team has been named a 2016 Practice Group of the Year by Law360, highlighting its "eye toward landmark matters and general excellence," in this area of law.

The federal court overseeing the massive multi-district litigation against Toyota appointed the firm to co-lead one of the largest consolidations of class-action cases in U.S. history. The litigation combined more than 300 state and federal suits concerning acceleration defects tainting Toyota vehicles. Hagens Berman and its two co-lead firms were selected from more than 70 law firms applying for the role. Since then, the firm's automotive practice area has grown by leaps and bounds, pioneering new investigations into defects, false marketing and safety hazards affecting millions of drivers across the nation.

The firm was recently named to the National Law Journal's list of Elite Trial Lawyers for its work fighting corporate wrongdoing in the automotive industry. The firm's auto team members who worked on Toyota were also named finalists for Public Justice's Trial Lawyer of the Year award.

**> General Motors Ignition Switch Litigation**

Co-lead counsel in high-profile case on behalf of millions of owners of recalled GM vehicles affected by a safety defect linked to more than 120 fatalities. The suit alleges GM did not take appropriate measures, despite having prior knowledge of the defect. The case is pending, and most recently, the Supreme Court refused to hear GM's appeal regarding the pending suits when it claimed the cases were barred by its 2009 bankruptcy.

**> Toyota Sudden, Unintended Acceleration Litigation**

Co-lead counsel for the economic loss class in this lawsuit filed on behalf of Toyota owners alleging a defect causes vehicles to undergo sudden, unintended acceleration. In addition to safety risks, consumers suffered economic loss from decreased value of Toyota vehicles following media coverage of the alleged defect.

**RESULT:** Settlement package valued at up to \$1.6 billion, which was at the time the largest automotive settlement in history.

**> MyFord Touch**

Hagens Berman represents owners of Ford vehicles equipped with MyFord Touch, an in-car communication and entertainment package, who claim that the system is flawed, putting drivers at risk of an accident while causing economic hardship for owners. The complaint cites internal Ford documents that purportedly show that 500 of every 1,000 vehicles have issues involving MyFord Touch due to software bugs, and failures of the software process and architecture. Owners report that Ford has been unable to fix the problem, even after repeated visits. A federal judge overseeing the case recently certified nine subclasses of owners of affected vehicles in various states.

**> Nissan Quest Accelerator Litigation**

Represented Nissan Quest minivan owners who alleged that their vehicles developed deposits in a part of the engine, causing drivers to apply increased pressure to push the accelerator down.  
**RESULT:** Settlement providing reimbursement for cleanings or replacements and applicable warranty coverage.

**> Hyundai Kia MPG**

Hagens Berman sued Hyundai and Kia on behalf of owners after the car manufacturers overstated the MPG fuel economy ratings on 900,000 of its cars. The suit seeks to give owners the ability to recover a lump-sum award for the lifetime extra fuel costs, rather than applying every year for that year's losses.

**RESULT:** \$255 million settlement. Lump-sum payment plan worth \$400 million on a cash basis, and worth even more if owners opt for store credit (150 percent of cash award) or new car discount (200 percent of cash award) options.

**PRACTICE AREAS**

## Automotive - Non-Emissions Cases

**> BMW i3 REx**

Hagens Berman is representing BMW owners in a national class-action lawsuit, following reports that BMW's i3 REx model electric cars contain a defect that causes them to suddenly and without warning lose speed and power mid-drive, putting drivers and passengers at risk of crash and injury.

**> Fiat Chrysler Gear Shifter Rollaway Defect**

Hagens Berman has filed a national class-action lawsuit representing owners of Jeep Grand Cherokee, Chrysler 300 and Dodge Charger vehicles. The lawsuit states that Fiat Chrysler fraudulently concealed and failed to remedy a design defect in 811,000 vehicles that can cause cars to roll away after they are parked, causing injuries, accidents and other serious unintended consequences.

**> Ford Shelby GT350 Mustang Overheating**

Hagens Berman represents owners of certain 2016 Shelby GT350 Mustang models in a case alleging that Ford has sold these vehicles as track cars built to reach and sustain high speeds, but failed to disclose that the absence of a transmission and differential coolers can greatly diminish the vehicle's reported track capabilities. Shelby owners are reporting that this defect causes the vehicle to overheat and go into limp mode, while in use, even when the car is not being tracked

**> Tesla AP2 Defect**

The firm represents Tesla owners in a lawsuit against the automaker for knowingly selling nearly 50,000 cars with nonfunctional Enhanced Autopilot AP2.0 software that still has not met Tesla's promises, including inoperative Standard Safety Features on affected models sold in Q4 2016 and Q1 2017.

**PRACTICE AREAS**

## Automotive - Emissions Litigation

Having played a lead role in the record-breaking Volkswagen diesel emissions case, Hagens Berman knew the story wasn't over. Since the Dieselgate scandal began, the firm has uniquely dedicated resources to uncovering cheating devices used by other automakers. The firm has become a trailblazer in this highly specialized realm, outpacing federal agencies in unmasking fraud in emissions reporting.

When news broke in 2015 of Volkswagen's massive diesel emissions-cheating scandal, Hagens Berman was the first firm in the nation to file suit against the automaker for its egregious fraud, going on to represent thousands of owners in litigation and take a leading role on the Plaintiffs' Steering Committee that would finalize a \$14.7 billion, record-breaking settlement for owners. Since this case emerged, Hagens Berman has been on the forefront of emissions litigation, relying on our legal team's steadfast and intensive investigative skills to unearth many other emissions-cheating schemes perpetrated by General Motors, Fiat Chrysler, Mercedes and other automakers, staying one step ahead of government regulators in our pursuit of car manufacturers that have violated emissions standards and regulations, as well as consumer confidence.

Hagens Berman's managing partner, Steve Berman, has dedicated the firm's resources to upholding the rights of consumers and the environment, becoming a one-man EPA. The firm is uniquely dedicated to this cause, and is the only firm that has purchased an emission testing machine to determine if other diesel car manufacturers install similar cheating devices, bringing new cases based on the firm's own research, time and testing.

### > Volkswagen Diesel Emissions Litigation

Hagens Berman was the first firm in the nation to file a lawsuit against Volkswagen for its emissions fraud, seeking swift remedies for consumers affected by Volkswagen's fraud and violation of state regulations. The firm was named to the Plaintiffs' Steering Committee leading the national fight against VW, Porsche and Audi on behalf of owners and lessors of affected vehicles, and also served as part of the Settlement Negotiating team.

**RESULT:** The largest automotive settlement in history, \$14.7 billion.

### > Volkswagen Dealers Litigation

Hagens Berman served as lead counsel in a first-of-its-kind lawsuit brought by a franchise dealer. Three family-owned Volkswagen dealers filed a class action against VW stating that it intentionally defrauded dealers by installing so-called "defeat devices" in its diesel cars, and separately carried out a systematic, illegal pricing and allocation scheme that favored some dealers over others and illegally channeled financing business to VW affiliate, Volkswagen Credit, Inc. The settlement garnered nearly unanimous approval of dealers, with 99 percent participation in the settlement.

**RESULT:** \$1.67 billion in benefits to Volkswagen dealers.

### > Mercedes BlueTEC Emissions Litigation

Judge Jose L. Linares appointed the firm as interim class counsel in this class-action case against Mercedes concerning emissions of its BlueTEC diesel vehicles. Hagens Berman currently represents thousands of vehicle owners who were told by Mercedes that their diesel cars were "the world's cleanest and most advanced diesel," when in fact testing at highway speeds, at low temperatures, and at variable speeds, indicate a systemic failure to meet emissions standards. Low temperature testing at highway speeds for example, produced emissions that were 8.1 to 19.7 times the highway emissions standard. The lawsuit adds that testing at low temperatures at variable speeds produced emissions as high as 30.8 times the standard.

**PRACTICE AREAS**

## Automotive - Emissions Litigation

**> Chevy Cruze Diesel Emissions Litigation**

Hagens Berman filed a class-action lawsuit against Chevrolet (a division of General Motors) for installing emissions-cheating software in Cruze Clean Turbo Diesel cars, forcing consumers to pay high premiums for vehicles that pollute at illegal levels. While Chevy marketed these cars as a clean option, the firm's testing has revealed emissions released at up to 13 times the federal standard. In a recent ruling, U.S. District Judge Thomas L. Ludington upheld claims brought by owners.

**> Audi Emissions Litigation**

Hagens Berman unearthed additional emissions-cheating by Audi, affecting its gasoline 3.0-liter vehicles. The firm's investigation shows that the newly discovered defeat device is installed in gasoline engines and changes how the transmission operates when testing is detected to lower CO2 emissions, but otherwise allows excessive CO2 emissions in normal, on-road driving.

**> Fiat Chrysler EcoDiesel Emissions Litigation**

The firm is leading charges against Fiat Chrysler that it sold hundreds of thousands of EcoDiesel-branded vehicles that release illegally high levels of NOx emissions, despite explicitly selling these "Eco" diesels to consumers who wanted a more environmentally friendly vehicle. Hagens Berman was the first firm in the nation to uncover this scheme and file against Fiat Chrysler on behalf of owners of Dodge RAM 1500 and Jeep Grand Cherokee EcoDiesel vehicles. Following the firm's groundbreaking suit, the EPA took notice, filing formal accusations against Fiat Chrysler.

**> Dodge RAM 2500/3500 Diesel Emissions Litigation**

According to the firm's investigation, Dodge has sold hundreds of thousands of Dodge RAM 2500 and 3500 trucks equipped with Cummins diesel engines that release illegally high levels of NOx emissions at up to 14 times the legal limit. This defect causes certain parts to wear out more quickly, potentially costing owners between \$3,000 and 5,000 to fix. The firm is leading a national class action against Fiat Chrysler for knowingly inducing consumers to pay premium prices for vehicles that fail to comply with federal regulations, and ultimately lead to higher costs of repairs for purchasers.

**> General Motors Duramax Emissions Litigation**

Hagens Berman recently pioneered another instance of diesel emissions fraud. The firm's independent testing revealed that GM had installed multiple emissions-masking defeat devices in its Duramax trucks, including Chevy Silverado and GMC Sierra models, in a cover-up akin to Volkswagen's Dieselgate concealment. In real world conditions the trucks emit 2 to 5 times the legal limit of deadly NOx pollutants, and the emissions cheating devices are installed in an estimated 705,000 affected vehicles.

## PRACTICE AREAS

# Civil and Human Rights

Hagens Berman has represented individuals and organizations in difficult civil rights challenges that have arisen in the past two decades. In doing so, we have managed cases presenting complex legal and factual issues that are often related to highly charged political and historical events. Our clients have included such diverse communities as World War II prisoners of war, conscripted civilians and entire villages.

In this cutting-edge practice area, the firm vigilantly keeps abreast of new state and national legislation and case-law developments. We achieve positive precedents by zealously prosecuting in our clients' interests. Some examples of our work in this area include:

### › **World Trade Organization Protests**

During the 1999 World Trade Organization (WTO) protests in Seattle, tens of thousands of Seattle citizens became targets after Seattle officials banned all forms of peaceful protest. Seattle police attacked anyone found in the designated "no protest" zones with rubber bullets and tear gas. Hundreds of peaceful protesters were arrested and incarcerated without probable cause for up to four days. The firm won a jury trial on liability and ultimately secured a settlement from Seattle officials after filing a class action alleging violations of the First and Fourth Amendments.

### › **Hungarian Gold Train**

Following the firm's representation of former forced and enslaved laborers for German companies in the Nazi Slave Labor Litigation, Hagens Berman led a team of lawyers against the U.S. on behalf of Hungarian Holocaust survivors in the Hungarian Gold Train case. The suit claimed that, during the waning days of World War II, the Hungarian Nazi government loaded plaintiffs' valuable personal property onto a train, which the U.S. Army later seized, never returning the property to its owners and heirs.

### › **Dole Bananas**

Hagens Berman filed suit against the Dole Food Company, alleging that it misled consumers about its environmental record. The complaint alleged that Dole purchased bananas from a grower in Guatemala that caused severe environmental damage and health risks to local residents. Dole ultimately agreed to take action to improve environmental conditions, collaborating with a non-profit group on a water filtration project for local communities.

## PRACTICE AREAS

# Consumer Protection - General Class Litigation

Hagens Berman is a leader in protecting consumers, representing millions in large-scale cases that challenge unfair, deceptive and fraudulent practices.

We realize that consumers suffer the brunt of corporate wrongdoing and have little power to hold companies responsible or to change those tactics. We believe that when backed by a tenacious spirit and determination, class action cases have the ability to serve as a powerful line of defense in consumer protection.

Hagens Berman pursues class litigation on behalf of clients to confront fraudulent practices that consumers alone cannot effectively dispute. We make consumers' concerns a priority, collecting consumer complaints against suspected companies and exploring all avenues for prosecution.

Hagens Berman's legacy of protecting consumer rights reflects the wide spectrum of scams that occur in the marketplace. The cases that we have led have challenged a variety of practices such as:

- › False, deceptive advertising of consumer products and services
- › False billing and over-charging by credit card companies, banks, telecommunications providers, power companies, hospitals, insurance plans, shipping companies, airlines and Internet companies
- › Deceptive practices in selling insurance and financial products and services such as life insurance and annuities
- › Predatory and other unfair lending practices, and fraudulent activities related to home purchases

A few case examples are:

### › **Expedia Hotel Taxes and Service Fees Litigation**

Hagens Berman led a nationwide class-action suit arising from bundled "taxes and service fees" that Expedia collects when its consumers book hotel reservations. Plaintiffs alleged that by collecting exorbitant fees as a flat percentage of the room rates, Expedia violated both the Washington Consumer Protection Act

and its contractual commitment to charge as service fees only "costs incurred in servicing" a given reservation.

**RESULT:** Summary judgment in the amount of \$184 million. The case settled for cash and consumer credits totaling \$123.4 million.

### › **Stericycle**

The firm served as court-appointed lead counsel in a class-action lawsuit against Stericycle alleging that the company violated contracts and defrauded them by hundreds of millions of dollars through an automatic price-increasing scheme. In February of 2017, a federal judge certified a nationwide consumer class. The class had more than 246,000 class members, with damages estimated preliminarily at \$608 million.

**RESULT:** \$295 million settlement

### › **Tenet Healthcare**

In a pioneering suit filed by Hagens Berman, plaintiffs alleged that Tenet Healthcare charged excessive prices to uninsured patients at 114 hospitals owned and operated by Tenet subsidiaries in 16 different states.

**RESULT:** Tenet settled and agreed to refund to class members amounts paid in excess of certain thresholds over a four-and-a-half year period.

**PRACTICE AREAS**

## Consumer Protection - General Class Litigation

**> Wells Fargo Force-Placed Insurance**

Hagens Berman brought a case against Wells Fargo alleging it used “force-placed” insurance clauses in mortgage agreements, a practice that enables the bank to charge homeowners insurance premiums up to 10 times higher than normal rates.

**RESULT:** Hagens Berman reached a settlement in this case, under which all class members will be sent checks for more than double the amount of commissions that Wells Fargo wrongfully extracted from the force placement of insurance on class members’ properties.

**> Consumer Insurance Litigation**

Hagens Berman has pioneered theories to ensure that in first- and third-party contexts consumers and health plans always receive the treatment and benefits to which they are entitled. Many of our cases have succeeded in expanding coverage owed and providing more benefits; recovering underpayments of benefits; and returning uninsured/underinsured premiums from the misleading tactics of the insurer.



## PRACTICE AREAS

# Consumer Protection - Drug and Supplement Litigation

Hagens Berman aggressively pursues pharmaceutical industry litigation, fighting against waste, fraud and abuse in healthcare. For decades, pharmaceutical manufacturers have been among the most profitable companies in America. But while pharmaceutical companies become richer, consumers, health plans and insurers pay higher costs for prescription and over-the-counter drugs and supplements. We shine the light of public scrutiny on this industry's practices and represent individuals, direct and indirect purchasers, and the nation's most forward-thinking public-interest groups.

The firm's pharmaceutical and dietary supplement litigation practice is second to none in the nation in terms of expertise, commitment and landmark results. Hagens Berman's attorneys have argued suits against dozens of major drug companies and the firm's aggressive prosecution of pharmaceutical industry litigation has recovered more than \$1 billion in gross settlement funds.

### RECENT ANTITRUST RESOLUTIONS

In the last few years, Hagens Berman – as lead or co-lead class counsel – has garnered significant settlements in several antitrust cases involving prescription drugs. In each case, the plaintiffs alleged that a manufacturer of a brand-name drug violated federal or state antitrust laws by delaying generic competitors from coming to market, forcing purchasers to buy the more expensive brand name version instead of the generic equivalent. Examples of our recent successes include:

#### > Flonase Antitrust Litigation

Hagens Berman represented purchasers in this case alleging pharmaceutical giant GlaxoSmithKline filed petitions to prevent the emergence of generic competitors to its drug Flonase, all to overcharge consumers and purchasers of the drug, which would have been priced lower had a generic competitor been allowed to come to market.

**RESULT:** \$150 million class settlement.

#### > Prograf Antitrust Litigation

Hagens Berman represented purchasers who alleged Astellas Pharma US, Inc. unlawfully maintained its monopoly and prevented generic competition for Prograf, an immunosuppressant used to help prevent organ rejection in transplant patients, harming purchasers by forcing them to pay inflated brand name prices for longer than they should have absent the anticompetitive conduct.

**RESULT:** The parties' motion for final approval of the \$98 million class settlement is under advisement with the court.

#### > Relafen Antitrust Litigation

Hagens Berman filed a class-action lawsuit against GlaxoSmithKline, SmithKline Beecham Corporation, Beecham Group PLC and SmithKline Beecham PLC, on behalf of consumers and third-party payors who purchased the drug Relafen or its generic alternatives. The suit alleged that the companies who manufacture and sell Relafen unlawfully obtained a patent which allowed them to enforce a monopoly over Relafen and prevented competition by generic prescription drugs, causing consumers to pay inflated prices for the drug.

**RESULT:** Under the terms of the settlement, the defendants will pay damages of \$75 million to those included in the class. Of the total settlement amount, \$25 million will be allocated to consumers and \$50 million will be used to pay the claims of insurers and other third-party payors.

## PRACTICE AREAS

# Consumer Protection - Drug and Supplement Litigation

### > Skelaxin Antitrust Litigation

The firm represented purchasers in this case alleging King Pharmaceuticals LLC and Mutual Pharmaceutical Company alleging conspired to suppress generic competition and preserve King's monopoly in the market for the brand name muscle relaxant Skelaxin.

**RESULT:** \$73 million class settlement.

### > Tricor Antitrust

In June 2005, Hagens Berman filed an antitrust lawsuit on behalf of a class of consumers and third party payors against pharmaceutical manufacturers Abbott Laboratories and Fournier Industries concerning the brand name cholesterol drug Tricor. HBSS was appointed co-lead class counsel by the Court.

**RESULT:** \$65.7 million recovery for consumers and third party payors who sued Abbott Laboratories and Fournier Industries in an antitrust action concerning the cholesterol drug Tricor.

## FRAUDULENT DRUG PRICING RESOLUTIONS

Hagens Berman has led many complex cases that take on fraud and inflated drug prices throughout the U.S. This includes sweeping manipulation of the average wholesale price benchmark used to set prices for prescription drugs nationwide, fraudulent marketing of prescription drugs and the rampant use of co-pay subsidy cards that drive up healthcare costs. These efforts have led to several significant settlements:

### > McKesson and First DataBank Drug Litigation

The firm discovered a far-reaching fraud by McKesson and became lead counsel in this RICO case against McKesson and First DataBank, alleging the companies fraudulently inflated prices of more than 400 prescription drugs.

**RESULT:** \$350 million settlement and a four percent rollback on the prices of 95 percent of the nation's retail branded drugs, the net impact of which could be in the billions of dollars. The states and federal government then used Hagens Berman's work to bring additional suits. Hagens Berman represented several states and obtained settlements three to seven times more than that of the Attorneys General. Almost \$1 billion was recovered from the McKesson fraud.

### > Average Wholesale Price Drug Litigation

Hagens Berman served as co-lead counsel and lead trial counsel in this sprawling litigation against most of the nation's largest pharma companies, which alleges defendants artificially inflated Average Wholesale Price.

**RESULT:** Approximately \$338 million in class settlements. Hagens Berman's work in this area led to many state governments filing suit and hundreds of millions in additional recovery.

## FRAUDULENT MARKETING RESOLUTIONS

Hagens Berman also litigates against drug companies that fraudulently promote drugs for uses not approved by the Food and Drug Administration (FDA), commonly known as "off-label" uses. We also litigate cases against dietary supplement manufacturers for making false claims about their products. Recent successes include:

### > Neurontin Third Party Payor Litigation

Hagens Berman served as co-lead trial counsel in this case alleging that Pfizer fraudulently and unlawfully promoted the drug Neurontin for uses unapproved by the FDA.

**RESULT:** A jury returned a \$47 million verdict in favor of a single third-party payor plaintiff, automatically trebled to \$142 million, and the court recently approved a \$325 million class settlement.

### > Lupron

Hagens Berman prosecuted a lawsuit against TAP Pharmaceuticals Products, Inc. on behalf of a class of consumers and third-party payors who purchased the drug Lupron. The suit charged that TAP Pharmaceutical Products, Inc., Abbott Laboratories and Takeda Pharmaceutical Company Limited conspired to fraudulently market, sell and distribute Lupron, causing consumers to pay inflated prices for the drug.

**RESULT:** Judge Richard Stearns issued a preliminary approval of the proposed settlement between TAP Pharmaceuticals and the class. Under the terms of the settlement, \$150 million will be paid by TAP on behalf of all defendants.

## PRACTICE AREAS

# Consumer Protection - Drug and Supplement Litigation

### › Celebrex/Bextra

Hagens Berman filed a class-action lawsuit against Pfizer on behalf of individual consumers and third-party payors who paid for the drug Bextra. The firm was praised by Judge Breyer for its “unstinting” efforts on behalf of the class, adding, “The attorneys on both sides were sophisticated, skilled, professional counsel whose object was to zealously pursue their clients’ interest, but not at the cost of abandoning the appropriate litigation goals, which were to see, whether or not, based upon the merits of the cases, a settlement could be achieved.”

**RESULT:** \$89 million settlement.

### › Vioxx Third Party Payor Marketing and Sales Practices Litigation

The firm served as lead counsel for third party payors in the Vioxx MDL, alleging that Merck & Co. misled physicians, consumers and health benefit providers when it touted Vioxx as a superior product to other non-steroidal anti-inflammatory drugs. According to the lawsuit,

The drug had no benefits over less expensive medications, but carried increased risk of causing cardiovascular events.

**RESULT:** \$80 million settlement.

### › Serono Drug Litigation

Hagens Berman served as lead counsel for a class of consumers and third party payors in a suit alleging that global biotechnology company Serono, Inc. schemed to substantially increase sales of the AIDS drug Serostim by duping patients diagnosed with HIV into believing they suffered from AIDS-wasting and needed the drug to treat that condition.

**RESULT:** \$24 million settlement.

### › Bayer Combination Aspirin/Supplement Litigation

Hagens Berman served as lead counsel on behalf of consumers in a suit alleging that Bayer Healthcare LLC deceptively marketed Bayer® Women’s Low-Dose Aspirin + Calcium, an 81 mg aspirin pill combined with calcium, and Bayer® Aspirin With Heart Advantage, an 81 mg aspirin pill combined with phytosterols. Plaintiffs alleged that Bayer overcharged consumers for these products or that these products should not have been sold, because these products were not FDA-approved, could not provide all advertised health benefits, and were inappropriate for long-term use.

**RESULT:** \$15 million settlement.

## OTHER LANDMARK CASES

### › New England Compounding Center Meningitis Outbreak

In 2012, the Center for Disease Control confirmed that New England Compounding Center sold at least 17,000 potentially tainted steroid shots to 75 clinics in 23 states across the country, resulting in more than 64 deaths and 751 cases of fungal meningitis, stroke or paraspinal/peripheral joint infection. HBSS attorneys Thomas M. Sobol and Kristen A. Johnson serve as Court-appointed Lead Counsel for the Plaintiffs’ Steering Committee on behalf of plaintiff-victims in MDL 2419 consolidated before The Honorable Ray W. Zobel in the United States District Court for the District of Massachusetts.

**RESULT:** \$100 million settlement.

**PRACTICE AREAS**

## Employment Litigation

Hagens Berman takes special interest in protecting workers from exploitation or abuse. We take on race and gender discrimination, immigrant worker issues, wage and hour issues, on-the-job injury settlements and other crucial workplace issues.

Often, employees accept labor abuses or a curbing of their rights because they don't know the law, respect their superiors or fear for their jobs. We act on behalf of employees who may lack the individual power to bring about meaningful change in the workplace. We take a comprehensive approach to rooting out systemic employee abuses through in-depth investigation, knowledgeable experts and fervent exploration of prosecution strategies. Hagens Berman is a firm well-versed in taking on complicated employee policies and bringing about significant results. Representative cases include:

**> CB Richard Ellis Sexual Harassment Litigation**

Filed a class action against CB Richard Ellis, Inc., on behalf of 16,000 current and former female employees who alleged that the company fostered a climate of severe sexual harassment and discriminated against female employees by subjecting them to a hostile, intimidating and offensive work environment, also resulting in emotional distress and other physical and economic injuries to the class.

**RESULT:** An innovative and unprecedented settlement requiring changes to human resources policies and procedures, as well as the potential for individual awards of up to \$150,000 per class member. The company agreed to increase supervisor accountability, address sexually inappropriate conduct in the workplace, enhance record-keeping practices and conduct annual reviews of settlement compliance by a court appointed monitor.

**> Costco Wholesale Corporation Wage & Hour Litigation**

Filed a class action against Costco Wholesale Corporation on behalf of 2,000 current and former ancillary department employees, alleging that the company misclassified them as "exempt" executives, denying these employees overtime compensation, meal breaks and other employment benefits.

**RESULT:** \$15 million cash settlement on behalf of the class.

**> Washington State Ferry Workers Wage Litigation**

Represented "on-call" seamen who alleged that they were not paid for being "on call" in violation of federal and state law.

**RESULT:** Better working conditions for the employees and rearrangement in work assignments and the "on-call" system.

**> SunDance Rehabilitation Corporation**

Filed a class action against SunDance challenging illegal wage manipulation, inconsistent contracts and other compensation tricks used to force caregivers to work unpaid overtime.

**RESULT:** \$3 million settlement of stock to be distributed out of the company's bankruptcy estate.

**> Schneider National Carriers - Regional Drivers**

The firm represents a certified class of regional drivers in a suit filed against Schneider National Carriers, claiming that the company failed to pay its workers for all of their on duty time devoted to a variety of work tasks, including vehicle inspections, fueling, and waiting on customers and assignments. The suit also claims that the company does not provide proper meal and rest breaks and the company is liable for substantial penalties under the California Labor Code.

**RESULT:** A \$28 million settlement on behalf of drivers.

**> Schneider National Carriers - Mechanics**

Hagens Berman filed a class-action lawsuit alleging that Schneider National Carriers failed to provide mechanics with proper overtime compensation, meal and rest break premiums, and accurate wage statements as required by California law.

**RESULT:** In March of 2013, the case was settled on terms mutually acceptable to the parties.

## PRACTICE AREAS

# Employment Litigation

### > **Swift Transportation Co. of Arizona LLC**

The firm represents a certified class of Washington-based truck drivers against Swift Transportation. The suit alleges that Swift failed to pay the drivers overtime and other earned wages in violation of Washington state law.

An agreement to settle the case was granted preliminary approval in October 2018. Final approval is pending.

## PRACTICE AREAS

# Environmental Litigation

Since Hagens Berman's founding, the firm has sought to work toward one simple goal: work for the greater good. Hagens Berman has established a nationally recognized environmental litigation practice, having handled several landmark cases in the Northwest, the nation and internationally.

Hagens Berman believes that protecting and restoring our environment from damage caused by irresponsible and illegal corporate action is some of the most rewarding work a law firm can do. As our firm has grown, we have established an internationally recognized environmental litigation practice.

### SCIENCE AND THE LAW

Hagens Berman's success in environmental litigation stems from a deep understanding of the medical and environmental science that measures potential hazards. That expertise is translated into the courtroom as our attorneys explain those hazards to a judge or jury in easily understood terms.

### ENVIRONMENTAL EXPERTS

Our firm's fostered deep relationships with top-notch environmental experts result in resonating arguments and court victories, as well as thoroughly researched and vetted investigations.

### REAL IMPACTS

Environmental law is a priority at our firm and we have taken an active role in expanding this practice area. In 2003, Steve Berman and his wife Kathy worked with the University of Washington to create the Kathy and Steve Berman Environmental Law Clinic, giving law students the training and opportunities needed to become hands-on advocates for the environment.

Hagens Berman's significant environmental cases include:

#### > Exxon Valdez Oil Spill Litigation

Hagens Berman represented various classes of claimants, including fisherman and businesses located in Prince William Sound and other impacted areas who were damaged by one of the worst oil spills in United States history.

**RESULT:** A \$5 billion judgment was awarded by a federal jury, and a \$98 million settlement was achieved with Alyska, the oil company consortium that owned the output of the pipeline.

#### > Chinook Ferry Litigation

The firm represented a class of property owners who challenged Washington State Ferries' high-speed operation of a new generation of fast ferries in an environmentally sensitive area of Puget Sound. Two of the ferries at issue caused environmental havoc and property damage, compelling property owners to act. A SEPA study conducted in response to the suit confirmed the adverse environmental impacts of the fast ferry service

**RESULT:** A \$4.4 million settlement resulted that is among the most favorable in the annals of class litigation in Washington state.

#### > Grand Canyon Litigation

The firm represented the Sierra Club in a challenge to a Forest Service decision to allow commercial development on the southern edge of the Grand Canyon National Park.

**RESULT:** The trial court enjoined the project.

#### > Kerr-McGee Radiation Case

The firm brought a class action on behalf of residents of West Chicago, Illinois who were exposed to radioactive uranium tailings from a rare earth facility operated by Kerr-McGee.

**RESULT:** A medical monitoring settlement valued in excess of \$5 million

#### > Skagit Valley Flood Litigation

Hagens Berman represented farmers, homeowners and businesses who claimed damages as a result of the 1990 flooding of this community. The case was in litigation for ten years and involved a jury trial of more than five months.

**RESULT:** Following the entry of 53 verdicts against Skagit County, the trial court entered judgments exceeding \$6.3 million. Ultimately, the State Supreme Court reversed this judgment. Despite this reversal, the firm is proud of this representation and believes that the Supreme Court erred.

#### > Idaho Grass Burning Case

In 2002, Hagens Berman brought a class-action lawsuit on

## PRACTICE AREAS

# Environmental Litigation

behalf of Idaho residents who claimed grass-burning farmers released more than 785 tons of pollutants into the air, including concentrations of polycyclic aromatic hydrocarbons (PAHs), proven carcinogens. Burning the fields annually caused serious health problems, especially to those with respiratory ailments such as cystic fibrosis and asthma. The suit also asserted that Idaho's grass burning policies are far below the standards of other states such as neighboring Washington, where farmers use other techniques to remove grass residue from the fields.

**RESULT:** The lawsuit settled in 2006 under confidential terms.

### › Dole Bananas Case

The firm took on Dole Food Company Inc. in a class-action lawsuit claiming the world's largest fruit and vegetable company lied to consumers about its environmental record and banana-growing practices. The suit alleged that Dole misrepresented its commitment to the environment in selling bananas from a Guatemalan banana plantation that did not comply with proper environmental practices.

**RESULT:** The suit culminated in 2013. Dole and non-profit organization Water and Sanitation Health, Inc. collaborated on a water filter project to assist local communities in Guatemala.

### › Diesel Emissions Litigation

Second to none in uncovering emissions-cheating, the firm has dedicated its time and resources to breaking up the dirty diesel ring. After filing the first lawsuit in the country against Volkswagen, Audi and Porsche for its massive Dieselgate scandal in 2015, the firm went on to unmask emissions-cheating devices installed in vehicles made by Fiat Chrysler, Mercedes and General Motors and continues to investigate diesel cars for excessive, illegal and environmentally harmful levels of emissions.

**RESULT:** The firm's independently researched active cases have led to investigations by the EPA, DOJ and European authorities.

### › San Francisco and Oakland Climate Change Litigation

Hagens Berman represents the cities of San Francisco and Oakland, Calif. in two lawsuits filed against BP, Chevron Corp., Exxon Mobil Corp., Royal Dutch Shell PLC and ConocoPhillips alleging that the Big Oil giants are responsible for the cities' costs of protecting themselves from global warming-induced sea level rise, including expenses to construct seawalls to protect the two cities' more than 5 million residents. The newly filed case seek an order requiring defendants to abate the global warming-induced sea level rise by funding an abatement program to build

sea walls and other infrastructure. Attorneys for the cities say this abatement fund will be in the billions.

### › Florida Sugarcane Burning

Hagens Berman filed a class-action lawsuit against the sugar industry's largest entities on behalf of residents of various areas and townships of Florida that have long suffered from the corporations' wildly hazardous and damaging methods of harvesting sugarcane. The lawsuit states that this outdated method of harvesting has wreaked havoc on these Florida communities. The wildly archaic method of harvesting brings devastating toxic smoke and ash, often called "black snow," raining onto poor Florida communities for six months of the year. The lawsuit's defendants, commonly known as Big Sugar, farm sugarcane on approximately 400,000 acres in the area south and southeast of Lake Okeechobee.

### › Kivalina Global Warming Litigation

A tiny impoverished Alaskan village of Inupiat Eskimos took action against some of the world's largest greenhouse gas offenders, claiming that contributions to global warming are leading to the destruction of their village and causing erosion to the land that will eventually put the entire community under water. Hagens Berman, along with five law firms and two non-profit legal organizations, filed a suit against nine oil companies and 14 electric power companies that emit large quantities of greenhouse gases into the atmosphere. The lawsuit alleged their actions resulted in the destruction of protective ice, exposing the village to severe storms that destroy the ground the village stands on. Relocating the village of Kivalina could cost between \$95 and \$400 million, an expense the community cannot afford.

### › Cane Run Power Plant Coal Ash Case

In 2013, Hagens Berman filed a class-action lawsuit against Louisville Gas and Electric Company alleging it illegally dumped waste from a coal-fired power plant onto neighboring property and homes where thousands of Kentucky residents live. According to the complaint, Louisville Gas and Electric Company's Cane Run Power Plant is fueled by the burning of coal, which also produces coal combustion byproducts—primarily fly ash and bottom ash—that contain significant quantities of toxic materials, including arsenic, chromium and lead. The dust spewed by Cane Run contains known carcinogens, posing significant potential health hazards.



**PRACTICE AREAS**

## Governmental Representation

Hagens Berman has been selected by public officials to represent government agencies and bring civil law enforcement and damage recoupment actions designed to protect citizens and the treasury. We understand the needs of elected officials and the obligation to impartially and zealously represent the interests of the public, are often chosen after competitive bidding and have been hired by officials from across the political spectrum.

Hagens Berman has assisted governments in recovering billions of dollars in damages and penalties from corporate wrongdoers and, in the process, helped reform how some industries do business. In serving government, we are often able to leverage the firm’s expertise and success in related private class-action litigation. Successes on behalf of government clients include:

› **Big Tobacco**

We represented 13 states in landmark Medicaid-recoupment litigation against the country’s major tobacco companies. Only two states took cases to trial – Washington and Minnesota. The firm served as trial counsel for the state of Washington, becoming only one of two private firms in the entire country to take a state case to trial.

Hagens Berman was instrumental in developing what came to be accepted as the predominant legal tactic to use against the tobacco industry: emphasizing traditional law enforcement claims such as state consumer protection, antitrust and racketeering laws. This approach proved to be nearly universally successful at the pleading stage, leaving the industry vulnerable to a profits-disgorgement remedy, penalties and double damages. The firm also focused state legal claims on the industry’s deplorable practice of luring children to tobacco use.

**RESULT:** \$260 billion for state programs, the largest settlement in the history of civil litigation in the U.S.

› **McKesson Average Wholesale Price Litigation**

This litigation is yet another example of fraudulent drug price inflation impacting not just consumers and private health plans, but public health programs such as Medicaid and local government-sponsored plans as well.

**RESULT:** Hagens Berman has started the AWP class action, which resulted in many states filing cases. The firm represented several of those states in successful litigation.

› **McKesson Government Litigation**

On the heels of Hagens Berman’s class action against McKesson, the firm led lawsuits by states (Connecticut, Utah, Virginia, Montana, Arizona).

**RESULT:** These states obtained recoveries three to seven times larger than states settling in the multi-state Attorneys General settlement. In addition, the firm obtained \$12.5 million for the City of San Francisco and \$82 million for a nationwide class of public payors.

› **Zyprexa Marketing & Sales Practices Litigation - Connecticut**

Hagens Berman served as outside counsel to then-Attorney General Richard Blumenthal in litigation alleging that Lilly engaged in unlawful off-label promotion of the atypical antipsychotic Zyprexa. The litigation also alleged that Lilly made significant misrepresentations about Zyprexa’s safety and efficacy, resulting in millions of dollars in excess pharmaceutical costs borne by the State and its taxpayers.

**RESULT:** \$25 million settlement.

› **General Motors Ignition Switch Litigation**

Hagens Berman is pleased to be assisting the Arizona Attorney General in its law enforcement action versus GM, as well as the district attorney of Orange County, California who filed a consumer protection lawsuit against GM, claiming the automaker deliberately endangered motorists and the public by intentionally concealing widespread, serious safety defects.

## PRACTICE AREAS

# Governmental Representation

### > State Opioid Litigation

Hagens Berman was hired to assist multiple municipalities in lawsuits brought against large pharmaceutical manufacturers including Purdue Pharma, Cephalon, Janssen Pharmaceuticals, Endo Health Solutions and Actavis charging that these companies and others deceived physicians and consumers about the dangers of prescription painkillers.

The firm was first hired by California governmental entities for the counties of Orange and Santa Clara. The state of Mississippi also retained the firm's counsel in its state suit brought against the manufacturer of opioids. The suit alleges that the pharma companies engaged in tactics to prolong use of opioids despite knowing that opioids were too addictive and debilitating for long-term use for chronic non-cancer pain.

In a third filing, Hagens Berman was retained as trial counsel for the state of Ohio. Filed on May 31, 2017, the firm is assisting the Ohio Attorney General's office in its case against five opioid makers. Ohio Attorney General Mike DeWine stated that "drug companies engaged in fraudulent marketing regarding the risks and benefits of prescription opioids which fueled Ohio's opioid epidemic," and that "these pharmaceutical companies purposely misled doctors about the dangers connected with pain meds that they produced, and that they did so for the purpose of increasing sales."

### > Municipal Lending

Hagens Berman represents the cities of Los Angeles and Miami in a series of lawsuits filed against the nation's largest banks, including CitiGroup, JP Morgan, Wells Fargo and Bank of America alleging that they engage in systematic discrimination against minority borrowers, resulting in reduced property tax receipts and other damages to the cities. The suits seek damages for the City, claiming that the banks' alleged discriminatory behavior resulted in foreclosures, causing a reduction of property tax revenues and increased municipal service costs.

## PRACTICE AREAS

# Intellectual Property

The Hagens Berman intellectual property team has deep experience in all aspects of intellectual property litigation. We specialize in complex and significant damages cases against some of the world's largest corporations.

The firm is primarily engaged in patent infringement litigation at this time. We seek to represent intellectual property owners, including inventors, universities, non-practicing entities, and other groups whose patent portfolios represents a significant creative and capital investment.

Our current and recent engagements include the following:

### > **Bombardier Inc.**

The firm represented Arctic Cat Inc. in patent infringement litigation against Bombardier Recreational Products and BRP U.S. Inc. The complaint alleges that Bombardier's Sea-Doo personal watercraft infringe Arctic Cat's patents covering temporary steerable thrust technology used when the rider turns in off-throttle situations.

**RESULT:** Florida U.S. District Judge Beth Bloom issued a final judgment of \$46.7 million against defendants, trebling initial damages of \$15.5 million awarded in a unanimous jury verdict.

### > **Angry Birds**

Hagens Berman represented a Seattle artist who filed a lawsuit against Hartz Mountain Corporation – one of the nation's largest producers of pet-related products – claiming the company illegally sold the artist's trademarked Angry Birds pet toy line to video game giant Rovio Entertainment Ltd, robbing her of millions of dollars of royalty fees.

**RESULT:** The case settled under confidential terms, which the firm found to be extremely satisfactory for the plaintiff.

### > **Samsung, LG, Apple**

The firm represents FlatWorld Interactives LLC in patent litigation against Samsung, LG and Apple. The complaints allege that the defendants' mobile handsets, tablets, media players and other devices infringe a FlatWorld patent covering the use of certain gestures to control touchscreen displays.

**RESULT:** The case settled.

### > **Oracle**

The firm represents Thought Inc. against Oracle Corporation in a suit alleging infringement of seven patents covering various aspects of middleware systems providing application to database mapping, reading and persistence.

### > **Salesforce**

The firm represents Applications in Internet Time LLC in patent litigation against Salesforce Inc. The suit alleges that our client's patents cover the core architecture of Salesforce's platform for developing, customizing, and updating cloud-based software applications.

### > **Nintendo**

The firm represented Japan-based Shinsedai Company in patent infringement litigation against Nintendo. The suit alleged that our client's patents were infringed by various sports games for the Nintendo Wii.

*Unlike other intellectual property firms, Hagens Berman only represents plaintiffs. This reduces the risk of potential conflicts of interest which often create delays in deciding whether or not to take a case at larger firms.*

## PRACTICE AREAS

# Intellectual Property

### > **Electronic Arts**

Hagens Berman represents the original software developer of the Electronic Arts (EA) NFL Madden Football video game series in a suit alleging that he is owed royalties on EA Madden NFL titles as well as other derivative products. We prevailed in two trials against EA, and the verdicts were designated as the Top Verdict of the Year (2013) by The Daily Journal. The judgment is on appeal and if upheld will return for a final damages phase.

Hagens Berman is also skilled in other aspects of intellectual property law, including trademark, trade dress, trade secret and copyright litigation.

## PRACTICE AREAS

# Investor Fraud - Individual and Class Action Litigation

Investing is a speculative business involving assessment of a variety of risks that can only be properly weighed with full disclosure of accurate information. No investor should suffer undue risk or incur losses due to misrepresentations related to their investment decisions.

Our attorneys work for institutional and individual investors defrauded by unscrupulous corporate insiders and mutual funds. The firm vigorously pursues fraud recovery litigation, forcing corporations and mutual funds to answer to deceived investors.

Hagens Berman is one of the country's leading securities litigation firms advising clients in both individual and class-action cases. The firm has experience, dedication and a team with the horsepower required to drive complex cases to exemplary outcomes. Our attorneys are authorities in an array of issues unique to federal and state securities statutes and related laws. We use a variety of highly experienced experts as an integral part of our prosecution team. Successes on behalf of our investor clients include:

### > Charles Schwab Securities Litigation

Lead counsel, alleging fraud in the management of the Schwab YieldPlus mutual fund.

**RESULT:** \$235 million class settlement for investors.

### > Oppenheimer

Additional counsel for lead plaintiffs in class action alleging Oppenheimer misled investors regarding its Champion and Core Bond Funds.

**RESULT:** \$100 million for the classes.

### > Tremont

Co-lead counsel in a case alleging Tremont Group Holdings breached its fiduciary duties by turning over \$3.1 billion to Bernard Madoff. On Sept. 14, 2015, after nearly two years of negotiations and mediation, the court granted final approval of the plan of allocation and distribution of the funds which markets estimate could yield investors as much as \$1.45 billion.

**RESULT:** \$100 million settlement between investors, Tremont and its affiliates.

### > Boeing

Uncovered critical production problems with the 777 airliner documented internally by Boeing, but swept under the rug until a pending merger with McDonnell Douglas was completed.

**RESULT:** Record-breaking settlement of more than \$92.5 million.

### > J.P. Morgan – Madoff

Case alleges that banking and investment giant J.P. Morgan was complicit in aiding Bernard Madoff's Ponzi scheme. Investors claim that J.P. Morgan operated as Bernard L. Madoff Investment Securities LLC's primary banker for more than 20 years.

**RESULT:** \$218 million settlement amount for the class and a total of \$2.2 billion paid from JPMorgan that will benefit victims of Madoff's Ponzi scheme.

### > Morrison Knudsen

Filed a shareholder class action, alleging that MK's senior officers concealed hundreds of millions in losses.

**RESULT:** More than \$63 million for investors.

### > Raytheon/Washington Group

Charged Raytheon with deliberately misrepresenting the true financial condition of Raytheon Engineers & Constructors division in order to sell this division to the Washington Group at an artificially inflated price.

**RESULT:** \$39 million settlement.

### > U.S. West

Represented shareholders of U.S. West New Vector in a challenge to the proposed buyout of minority shareholders by U.S. West.

**RESULT:** The proposed buyout was stayed, and a settlement was achieved, resulting in a \$63 million increase in the price of the buyout.

## PRACTICE AREAS

# Investor Fraud - Individual and Class Action Litigation

Our current casework includes:

### > **Theranos Investor Litigation**

Hagens Berman represents Theranos investors in a lawsuit that states that Theranos and its officers set in motion a publicity campaign to raise billions of dollars for Theranos and themselves, and to induce investors to invest in Theranos, all the while knowing that its “revolutionary” blood test technology was essentially a hoax. The suit filed against the company, its CEO Elizabeth Holmes and Ramesh Balwani, alleges that Theranos’ statements to investors were built on false statements. At the crux of the court’s recent decision to uphold the investor case against Theranos was a finding that while plaintiffs did not directly purchase their securities from defendants, claims made by Theranos, Holmes and Balwani constituted fraud.

### > **Aequitas Investor Litigation**

The firm represents a group of investors alleging that national law firm Sidley Austin LLP, Oregon law firm Tonkon Torp LLP and accounting firms Deloitte & Touche LLP and EisnerAmper LLP violated Oregon securities laws by participating or materially aiding in misrepresentations made by Aequitas Management LLC and contributing to a \$350 million Ponzi scheme. Investors state, amongst other allegations, that in 2011 Aequitas began purchasing loan receivables from Corinthian College Inc. and had bought the rights to collect \$444 million in loans. Investment managers hid the details of the transactions from investors, and deceived them when Corinthian’s business was hit with regulatory challenges in 2014. When Corinth collapsed in May 2015, the investment group and its managers continued to sell securities and used the money to pay off other investors and fund a lavish lifestyle, until Aequitas ultimately imploded in 2017, the investors claim.

### > **China MediaExpress**

Hagens Berman represents investors in a case against China MediaExpress, which purported to be the owner of a network of advertising terminals on buses throughout China. The case alleges that the company and its auditor (Deloitte Touche Tohmatsu) participated in accounting fraud that ultimately led to the demise of the company. In early 2014, the court entered

a default judgment in the amount of \$535 million and certified a proposed class against China Media Express Holdings Inc. The case will proceed separately against Deloitte Touche Tohmatsu.

On May 6, 2015 Hagens Berman obtained a \$12 million settlement from Deloitte Touche Tohmatsu, one of the largest settlements against an auditor in a Chinese “reverse merger” case which is now awaiting final approval from the court.

### > **Altisource Asset Management Corporation**

The firm was appointed lead counsel in this institutional investor lawsuit brought on behalf of purchasers of Altisource Asset Management Corporation (AAMC). The complaint alleges that AAMC misrepresented or outright concealed its relationship with these companies and the extent to which the interconnected entities engaged in conflicted transactions with themselves. Estimates of class-wide damages are in the hundreds of millions of dollars. The firm recently filed the consolidated complaint and motions to dismiss are pending before the U.S. District Court for the District of the Virgin Islands.

## WHISTLEBLOWERS

In an effort to curb Wall Street excesses, Congress passed the Dodd-Frank Wall Street Reform and Consumer Protection Act, which built vigorous whistleblower protections into the legislation known as the “Wall Street Tip-Off Law.” The law empowers the U.S. Securities and Exchange Commission to award between 10 and 30 percent of any monetary sanctions recovered in excess of \$1 million to whistleblowers who provide information leading to a successful SEC enforcement. It also provides similar rewards for whistleblowers reporting fraud in the commodities markets.

Hagens Berman represents whistleblowers with claims involving violations of the Securities Exchange Act and the Commodities Exchange Act. Unlike traditional whistleblower firms who have pivoted into this area, Hagens Berman has a strong background and history of success in securities, antitrust and other areas of fraud enforcement, making us an ideal partner for these cases. Our matters before the SEC/CFTC include a range of claims, including market manipulation and fraudulent financial statements.

## PRACTICE AREAS

# Investor Fraud - Institutional Investor Portfolio Monitoring and Recovery Services

Hagens Berman is a leading provider of specialized securities litigation services to public, private and Taft-Hartley pension funds. We offer proprietary and unparalleled asset protection and recovery services to both foreign and domestic institutions. Our institutional services provide participants with the ability to identify, investigate and react to potential wrongdoing by companies in which the institution invests.

**PORTFOLIO MONITORING.** Timely information and analysis are the critical ingredients of a successful fraud recovery program. Institutions must receive quick, reliable determinations concerning the source and extent of their losses, the likelihood of recoupment and the best manner for pursuing it. Our Portfolio Monitoring Service provides these services at no cost to participating institutions. The Hagens Berman Portfolio Monitoring Service has three primary components:

**TRACKING.** Alerts clients of any significant portfolio losses due to suspected fraud.

**ANALYSIS.** Provide clients with necessary legal and factual analyses regarding possible recovery options, removing from the institution any burden connected with scrutinizing myriad instances of potential wrongdoing and attempt to decipher whether direct, recoverable injuries have resulted.

**REPORTING.** Attorneys and forensic accounting fraud experts deliver a concise monthly report that furnishes comprehensive answers to these inquiries. On a case-by-case basis, the report specifies each of the securities in which the client lost a significant amount of money, and matches those securities with an analysis of potential fraud likelihood, litigation options and an expert recommendation on how best to proceed for maximum recovery.

Our Portfolio Monitoring Service performs its functions with almost no inconvenience to participating institutions. A client's custodian bank provides us with records detailing the client's transactions from the prior several years and on a regular basis thereafter. Importantly, none of the institution's own personnel is required to share in this task, as we acquire the information directly from the custodian bank.

We provide our Portfolio Monitoring service with no strings attached and allow our clients to act without cost or commitment. In instances where a litigation opportunity arises, we believe our skills make us the ideal choice for such a role, although the client is free to choose others.

When a portfolio loses money because of corporate deception, our litigation services seek to recover a substantial percentage of those losses, thereby increasing a fund's performance metric. As fiduciaries, money managers may not have the ability or desire to risk funds on uncertain litigation using typical hourly-rate law firms. Hagens Berman seeks to minimize the burden on the money manager by pursuing cases on a contingent-fee basis.



## PRACTICE AREAS

# Personal Injury and Abuse

For nearly two decades, Hagens Berman's blend of professional expertise and commitment to our clients has made our firm one of the most well-respected and successful mass tort and personal injury law firms in the nation. We deliver exceptional results for our clients by obtaining impressive verdicts and settlements in personal injury litigation.

Our attorneys have experience in wrongful death, brain injury and other catastrophic injury cases, as well as deep experience in social work negligence, medical malpractice, nursing home negligence and sexual abuse cases.

Hagens Berman also has unparalleled experience in very specific areas of abuse law, recovering damages on behalf of some of the most vulnerable people in our society.

**Sexual Abuse Litigation** Hagens Berman has represented a wide spectrum of individuals who have been victims of sexual abuse, including children and developmentally disabled adults. We treat each case individually, with compassion and attention to detail and have the expertise, resources and track record to stand up to the toughest opponents. In the area of sexual abuse, our attorneys have obtained record-breaking verdicts, including the largest personal injury verdict ever upheld by an appellate court in the state of Washington. More about Hagens Berman's sexual abuse practice can be found on the following page.

**Nursing Home Negligence** Nursing home negligence is a growing problem throughout the nation. As our population ages, reports of elder abuse and nursing home negligence continue to rise. Today, elder abuse is one of the most rapidly escalating social problems in our society. Hagens Berman is uniquely qualified to represent victims of elder abuse and nursing home negligence. Our attorneys have secured outstanding settlements in this area of the law and have committed to holding nursing homes accountable for wrongdoing.

**Social Work Negligence** Social workers play a critical role in the daily lives of our nation's most vulnerable citizens. Social workers, assigned to protect children, the developmentally disabled and

elderly adults, are responsible for critical aspects of the lives of tens of thousands of citizens who are unable to protect themselves. Many social workers do a fine job. Tragically, many do not. The results are often catastrophic when a social worker fails to monitor and protect his or her vulnerable client. All too often, the failure to protect a child or disabled citizen leads to injury or sexual victimization by predators. With more than \$40 million in recoveries on behalf of vulnerable citizens who were neglected by social workers, Hagens Berman is the most experienced, successful and knowledgeable group of attorneys in this dynamic area of the law.

**Workplace Injury** While many workplace injury claims are precluded by workers compensation laws, many instances of workplace injury are caused by the negligence and dangerous oversight of third parties. In these instances, victims may have valid claims. Hagens Berman's personal injury legal team has successfully brought many workplace injury claims, holding third parties liable for our clients' serious bodily injuries.

**Medical Malpractice** Litigating a medical malpractice case takes acute specialization and knowledge of medical treatments and medicine. Notwithstanding these facts, Hagens Berman pursues meritorious medical malpractice claims in instances where clients have suffered life-altering personal injuries. Our firm's personal injury attorneys handle medical malpractice cases with the dedication and detail necessary to make victims whole. Hagens Berman is very selective in accepting medical malpractice cases and has been successful in recovering significant compensation for victims of medical error and negligence.

## PRACTICE AREAS

# Sexual Abuse and Harassment

Hagens Berman's attorneys recently achieved a nationwide sexual harassment settlement on behalf of 16,000 women and also tried the first ever sexual harassment case in Washington state, and has represented women violated by Harvey Weinstein, as well as USC alumnae abused by the university's former gynecologist, Dr. George Tyndall. Our firm is committed to protecting and empowering individuals.

At Hagens Berman, we believe no one is above the law, and that no position of power should shield someone from being held accountable.

Right now, we are witnessing the silencing, belittling and abuse that women everywhere in this nation are subjected to. They are subjected to a system that does not respect them. The backlash against the brave survivors who have stepped forward to report sexual assault is unacceptable.

We believe survivors. Our firm's sexual harassment attorneys have protected their rights for decades throughout their legal careers, and we are dedicated to upholding the rights of the most vulnerable. Women should be heard, respected and protected from systemic abuse.

Sexual harassment is present and pervasive in many workplaces, industries and professional environments, and has damaged the lives and careers of countless individuals. It affects hundreds of thousands of women and men in the U.S., 51 percent of which are harassed by an authority figure, making it harder to come forward for fear of retaliation.

All too often, acts of sexual harassment and sexual misconduct are protected by systemic cover-ups by companies and organized agreements between those in power. Particular industries are more susceptible to these cover-ups including: entertainment and sports media, STEM, law enforcement, food service, politics, military, tech, finance, hospitality and transportation. But sexual harassment is pervasive in many other environments and is often obscured from view for years.

In these industries, victims are routinely subjected to widespread policies and practices that create an environment promoting quid pro quo arrangements in which victims feel pressured to take part in sexual acts and feel powerless against unwanted advancements. Victims are also often punished for not taking part.

The firm has represented women violated by Harvey Weinstein, as well as USC alumnae abused by the university's former gynecologist, Dr. George Tyndall, tried the first ever sexual harassment case in Washington state, and achieved a nationwide sexual harassment settlement on behalf of 16,000 women.

Representative sexual harassment successes and cases on behalf of our clients include:

### > **USC, Dr. Tyndall Sexual Harassment**

In May of 2018, Hagens Berman filed a class-action lawsuit against the University of Southern California (USC) and Dr. George Tyndall, the full-time gynecologist at USC's student health clinic. Tyndall sexually harassed, violated and engaged in wildly inappropriate behavior with female students who sought his medical care, according to news outlets, which stated he saw tens of thousands of female patients during his time at USC.

Official complaints of Dr. Tyndall's behavior began to surface at USC in the 1990s, but despite the university's knowledge of Dr. Tyndall's behavior, it did not report him to the agency responsible for protecting the public from problem doctors. USC did nothing, for decades, as more and more female students were sent into Dr. Tyndall's office.

The settlement's three-tier structure allows class members to

## PRACTICE AREAS

# Sexual Abuse and Harassment

choose how much they want to engage with the claims process. Those who do not want to revisit a private, traumatic event can simply keep the guaranteed Tier 1 payment of \$2,500. Those who choose to provide additional information in a claim form about their experience with Tyndall and how it affected them are eligible for up to \$20,000 and those who choose to provide an interview are eligible for up to \$250,000. The special master and her team of experts will evaluate claims and allocate awards to Tier 2 and Tier 3 claimants. This focus on choice ensures that all class members receive compensation while giving each class member the autonomy to decide for herself how involved she wants to be in the settlement process.

The class-action settlement also goes beyond monetary compensation and forces USC to implement real changes to their policies and procedures to help ensure that what happened at USC does not happen again.

**RESULT:** \$215 million settlement

### › Harvey Weinstein Sexual Harassment

In a first-of-its-kind class-action lawsuit, Hagens Berman represented women on behalf of a class of all victims who were harassed or otherwise assaulted by Harvey Weinstein, seeking to hold him and his co-conspirators accountable for a years-long pattern of sexual harassment and cover-ups.

The lawsuit, filed Nov. 15, 2017, in the U.S. District Court for the Central District of California states that Miramax and The Weinstein Company (which Weinstein co-founded) facilitated Weinstein's organized pattern of predatory behavior, equating to an enterprise that violates the Racketeer Influenced and Corrupt Organizations Act, commonly referred to as the RICO Act, the same law brought against members of the Mafia for organized criminal behavior.

The lawsuit brought various charges against Weinstein and his companies for violating the RICO Act, mail and wire fraud, assault, civil battery, negligent supervision and retention, and intentional infliction of emotional distress.

**RESULT:** Settlement reached

### › Fairfax Behavioral Health

Attorneys from Hagens Berman filed a class-action complaint on behalf of a proposed class of hundreds of patients that were arbitrarily strip-searched and video recorded while receiving treatment for mental illness at one of three Fairfax locations in Washington state.

The suit's named plaintiff recalls being ordered to undress for an invasive strip-search when she presented for inpatient admission, even after disclosing her history of sexual abuse to the staff member. She was not given a gown or towel to cover up during the search, and the staff member watched her undress and left the door open where other staff members could see her.

Video cameras were located in the hallway, the holding area outside bathroom, and the room where the strip search was conducted. The cameras recorded her undressing and the strip-search.

The complaint states that Fairfax's practices—and its failure to limit the discretion of its staff—means that a substantial number of its mental health patients do not have reasonable access to inpatient care for mental health disorders.

The case is currently pending in federal court.

### › CB Richard Ellis Sexual Harassment Litigation

Filed a class action against CB Richard Ellis, Inc., on behalf of 16,000 current and former female employees who alleged that the company fostered a climate of severe sexual harassment and discriminated against female employees by subjecting them to a hostile, intimidating and offensive work environment, also resulting in emotional distress and other physical and economic injuries to the class.

**RESULT:** An innovative and unprecedented settlement requiring changes to human resources policies and procedures, as well as the potential for individual awards of up to \$150,000 per class member. The company agreed to increase supervisor accountability, address sexually inappropriate conduct in the workplace, enhance record-keeping practices and conduct annual reviews of settlement compliance by a court appointed monitor.

## PRACTICE AREAS

# Sexual Abuse and Harassment

### › King County Child Sex Abuse

Hagens Berman represented the victim of eight years of sexual abuse as a minor, at the hands of her brother-in-law. The lawsuit states that from 2005 to 2012, the case's defendant repeatedly sexually abused Hagens Berman's client. She was only eleven years old when the abuse began and was a minor during the entire duration of the abuse. In 2013, the state of Washington charged Willis with three counts of child molestation, to which he pled guilty. Court documents state, "Joshua Blaine Willis used his position of trust, confidence, or fiduciary responsibility to facilitate the commission of the ... offense[s]..."

Court documents in the civil case filed in June of 2017 detail Willis' highly disgusting and horrifying actions including groping and molestation, exposing himself and other highly sexual and inappropriate behavior.

Following the years of sexual abuse, Hagens Berman's client suffers from Post-Traumatic Stress Disorder and the court awarded damages for treatment of her condition and other emotional distress, as well as loss of earning capacity and other economic damages in her "struggle with consistency and stability."

**RESULT:** \$4,031,000 judgment awarded in a King County Superior Court

### › State of Washington Sexual Assault, DSHS

Our client, a disabled Spokane, Wash. woman, was a patient at Eastern State Hospital. The hospital assigned a male nurse to provide one-on-one care and supervision for our client. The nurse trapped our client in a laundry room and raped her. Hagens Berman determined that the nurse, a state employee, had been reprimanded and accused on previous occasions of sexual assault of vulnerable patients. Hagens Berman initiated a negligence and civil rights lawsuit against the hospital and its administrators for failing to protect our client from a known sexual predator and for allowing that predator to remain on staff with the responsibility to care for vulnerable patients.

**RESULT:** \$2.5 million settlement

### › Workplace Sexual Harassment & Other Investigations

Sexual harassment is present and pervasive in many workplaces. It affects hundreds of thousands of women and men in the U.S., 51 percent of which are harassed by a supervisor, making it harder to come forward for fear of retaliation.

All too often, sexual harassment in the workplace is protected by systemic cover-ups by companies and those in power. Particular industries are more susceptible to these cover-ups including: commercial real estate, law enforcement, politics, military, tech, entertainment, sports media, finance, restaurants and hospitality, advertising and trucking.

In these industries, employees are routinely subjected to widespread policies that create an environment promoting quid pro quo arrangements in which they feel pressured to take part in sexual acts and feel powerless against unwanted advancements. Employees are also often punished for not taking part.

Hagens Berman is also investigating sexual harassment and abuse in various specific areas of study, including STEM programs. The firm also maintains a keen watch over various work environments that are statistically prone to instances of misconduct. These include hospitality, college campuses and research labs, boarding schools and the entertainment industry, especially within the area of professional music.

The firm remains committed to uncovering instances of sexual harassment in the workplace, and within fields of study and areas prone to harboring misconduct and abusive behavior.

## PRACTICE AREAS

# Sports Litigation

Hagens Berman has one of the nation's most highly regarded sports litigation law practices. Our attorneys are the vanguard of new and innovative legal approaches to protect the rights of professional and amateur athletes in cases against large, well-financed interests, including the National Collegiate Athletic Association (NCAA), the National Football League (NFL), the Fédération Internationale de Football Association (FIFA) and other sports governing institutions.

### › NCAA: Scholarships/Grants-In-Aid (GIAs)

In a first-of-its-kind antitrust action and potentially far-reaching case, Hagens Berman filed a class-action affecting approximately 40,000 Division I collegiate athletes who played men's or women's basketball, or FBS football, brought against the NCAA and its most powerful members, including the Pac-12, Big Ten, Big-12, SEC and ACC, claiming they violated federal antitrust laws by drastically reducing the number of scholarships and financial aid student-athletes receive to an amount below the actual cost of attendance and far below what the free market would bare.

The case resulted in a \$208.9 million settlement, bringing an estimated average amount of \$6,500 to each eligible class member who played his or her sport for four years.

In March of 2019, the firm as co-lead trial counsel on the injunctive aspect of the case which resulted in a change of NCAA rules limiting the financial treatment of athletes, and in a unanimous 9-0 Supreme Court Victory, the injunctive portion of the case also resulted in a monumental victory for plaintiffs. The Court ruled that NCAA college athletes should legally be able to receive compensation from schools or conferences for athletic services other than cash compensation untethered to education-related expenses, prohibiting the NCAA from enforcing rules limiting those payments. The media called the firm's victory in the scholarships case against the NCAA a "major ruling" (ABC World News Tonight), that "will change the game" (ABC Good Morning America), "...the highest court left the NCAA unhoused and naked, with nothing left but its pretensions," (The Washington Post), it "delivered a heavy blow," (AP), and leaves the NCAA "more vulnerable than ever."

### › NCAA: Concussions

Cases of particular nationwide interest for fans, athletes and the general public involve numerous cases filed by Hagens Berman against the NCAA. Recently, the firm took on the NCAA for its failure to prevent concussions and protect student-athletes who suffered concussions. Steve Berman served as lead counsel in multi-district litigation and led the firm to finalize a settlement bringing sweeping changes to the NCAA's approach to concussion treatment and prevention. The core settlement benefits include a 50-year medical monitoring program overseen by a medical science committee appointed by the court that will screen and track concussions, funded by a \$70 million medical monitoring fund, paid by the NCAA and its insurers. Examinations include neurological and neurocognitive assessments to evaluate potential injuries.

The settlement also mandates significant changes to and enforcement of the NCAA's concussion management policies and return-to-play guidelines. All players will now receive a seasonal, baseline test to better assess concussions sustained during the season. All athletes who have sustained a concussion will now need to be cleared before returning to play. A medical professional trained in the diagnosis of concussions will be present at all games involving contact-sports. The settlement also creates reporting mandates for concussions and their treatment.

### › Player Name, Image & Likeness Rights in Videogames

Hagens Berman attorneys represented student-athletes who claimed that the NCAA illegally used student-athletes' names, images and likenesses in Electronic Arts' popular NCAA Football, Basketball and March Madness video game series reached a

**PRACTICE AREAS****Sports Litigation**

combined \$60 million settlement with the NCAA and EA, marking the first time the NCAA has agreed to a settlement that pays student-athletes for acts related to their participation in athletics. Settlement checks were sent to about 15,000 players, with average amounts of \$1,100 and some up to \$7,600.

The firm began this case with the knowledge that the NCAA and member schools were resolute in keeping as much control over student-athletes as possible, and fought hard to ensure that plaintiffs would not be exploited for profit, especially by the organization that vowed to prevent the college athletes from exploitation.

The firm also represented NFL legend Jim Brown in litigation against EA for improperly using his likeness in its NFL video games, culminating in a \$600,000 voluntary judgment offered by the video game manufacturer.

**> Continued NIL Litigation**

Hagens Berman has continued efforts against the NCAA in an additional pending antitrust case regarding NIL rights. In June 2020, the firm filed its case against the NCAA claiming the institution had knowingly violated federal antitrust laws in abiding by a particular subset of NCAA amateurism rules that prohibit college-athletes from receiving anything of value in exchange for the commercial use of their name and likeness. The firm holds that the NCAA's regulations illegally limiting the compensation that Division I college athletes may receive for the use of their names, images, likenesses and athletic reputations.

In unanimously upholding the rights of NCAA athletes in *Alston*, Justice Gorsuch wrote the NCAA had sought "immunity from the normal operation of the antitrust laws," and Justice Kavanaugh stated, "The NCAA is not above the law." The firm looks forward to continuing to uphold that same sentiment in regard to NCAA athlete name, image and likeness rights.

In July 2021, following the firm's victory in the *Alston* case, the NCAA chose to temporarily lift rules restricting certain NIL deals in what the firm believes will be the first step in another massive change in college sports to support college athletes.

**> FIFA/U.S. Soccer: Concussions**

Several soccer players filed a class action against U.S. soccer's governing bodies, which led to life-changing safety measures brought to millions of U.S. youth soccer players. Players represented by Hagens Berman alleged these groups failed to adopt effective policies to evaluate and manage concussions, leaving millions of players vulnerable to long-lasting brain injury.

The settlement against six of the largest youth soccer organizations completely eliminates heading for youth soccer's youngest players, greatly diminishing risks of concussions and traumatic head injuries. Prior to the settlement, no rule limited headers in children's soccer.

It also sets new benchmarks for concussion measurement and safety protocols, and highlights the importance of on-staff medical personnel at youth tournaments. Under the settlement, youth players who have sustained a concussion during practice or a game will need to follow certain return-to-play protocols before they are allowed to play again. Steve Berman, a youth soccer coach, has seen first-hand the settlement's impacts and life-changing effects every time young athletes take to the field.

**> NCAA: Transfer Antitrust**

Hagens Berman has taken on the NCAA for several highly recruited college athletes whose scholarships were revoked after a coaching change, or after the student-athletes sought to transfer to another NCAA-member school. The suit claims the organization's limits and transfer regulations violate antitrust law.

The firm's case hinges on a destructive double-standard. While Non-student-athletes are free to transfer and are eligible for a new scholarship without waiting a year, and coaches often transfer to the tune of a hefty pay raise, student-athletes are penalized and forced to sit out a year before they can play elsewhere, making them much less sought after by other college athletic programs. Hagens Berman continues to fight for student-athletes' rights to be treated fairly and terminate the NCAA's anticompetitive practices and overbearing regulations that limit players' options and freedoms.

## PRACTICE AREAS

# Sports Litigation

### > Pop Warner

Hagens Berman represented youth athletes who have suffered traumatic brain injuries due to gross negligence, and filed a lawsuit on behalf of former Pop Warner football player Donovan Hill and his mother Crystal Dixon. The suit claims that the league insisted Hill use improper and dangerous tackling techniques which left the then 13-year-old paralyzed from the neck down.

Hagens Berman sought to hold Pop Warner, its affiliates, Hill's coaches and members of the Lakewood Pop Warner board of directors accountable for the coaches' repeated and incorrect instruction that Hill and his teammates tackle opposing players by leading with the head. In January of 2016, the firm reached a settlement on behalf of Donovan and his mother, the details of which were not made public. Sadly, months later, 17-year-old Donovan passed away. The firm believes that his case will continue to have a lasting impact on young athletes for generations and will help ensure safety in youth sports.

### > MLB Foul Ball Injuries

Hagens Berman filed a class-action lawsuit on behalf of baseball fans, seeking to extend safety netting to all major and minor league ballparks from foul pole to foul pole. The suit alleges that tens of millions attend an MLB game annually, and every year fans of all ages, but often children, suffer horrific and preventable injuries, such as blindness, skull fractures, severe concussions and brain hemorrhages when struck by a fast-moving ball or flying shrapnel from a shattered bat. The lawsuit was dismissed with the court ruling that the plaintiffs lacked standing because the chance of getting hit by a ball is remote.

In December of 2015, MLB's commissioner Rob Manfred issued a recommendation to all 30 MLB teams to implement extended safety measures, including additional safety netting at ballparks. While the firm commends the league for finally addressing the serious safety issue at stake, the firm continues to urge MLB and its commissioner to make these more than recommendations to help end senseless and avoidable injuries to baseball's biggest fans. We believe our case sparked the eventual move to netting. After one of the owners of the Mariners belittled Steve for having filed the case, the firm happily saw the addition of netting extended to the foul poles at T-Mobile Park in the firm's headquarters of Seattle.

### > Other Cases

In addition to its class actions, Hagens Berman has filed several individual cases to uphold the rights of athletes and ensure a fair and safe environment. The firm has filed multiple individual cases to address concussions and other traumatic head injuries among student-athletes at NCAA schools and in youth sports. Hagens Berman continues to represent the interests of athletes and find innovative and effective applications of the law to uphold players' rights.

The firm has also brought many concussions cases on behalf of individual athletes, challenging large universities and institutions for the rights those who have suffered irreversible damage due to gross negligence and lack of even the most basic concussion-management guidelines.



## PRACTICE AREAS

# Whistleblower Litigation

Hagens Berman represents whistleblowers under various programs at both the state and federal levels. All of these whistleblower programs reward private citizens who blow the whistle on fraud. In many cases, whistleblowers report fraud committed against the government and may sue those individuals or companies responsible, helping the government recover losses.

Our depth and reach as a leading national plaintiffs' firm with significant success in varied litigation against industry leaders in finance, health care, consumer products, and other fields causes many whistleblowers to seek us to represent them in claims alleging fraud against the government.

Our firm also has several former prosecutors and other government attorneys in its ranks and has a long history of working with governments, including close working relationships with attorneys at the U.S. Department of Justice. The whistleblower programs under which Hagens Berman pursues cases include:

### FALSE CLAIMS ACT

Under the federal False Claims Act, and more than 30 similar state laws, a whistleblower reports fraud committed against the government, and under the law's *Qui Tam* provision, may file suit on its behalf to recover lost funds. False claims acts are one of the most effective tools in fighting Medicare and Medicaid fraud, defense contractor fraud, financial fraud, under-payment of royalties, fraud in general services contracts and other types of fraud perpetrated against governments.

The whistleblower initially files the case under seal, giving it only to the government and not to the defendant, which permits the government to investigate. After the investigation, the government may take over the whistleblower's suit, or it may decline. If the government declines, the whistleblower can proceed alone on his or her behalf. In successful suits, the whistleblower normally receives between 15 and 30 percent of the government's recovery as a reward.

Since 1986, federal and state false claims act recoveries have totaled more than \$22 billion. Some examples of our cases brought under the False Claims Act include:

#### > In U.S. ex rel. Lagow v. Bank of America

Represented former District Manager at Landsafe, Countrywide Financial's mortgage appraisal arm, who alleged systematic abuse of appraisal guidelines as a means of inflating mortgage values.

**RESULT:** The case was successful, ultimately triggering a settlement of \$1 billion, and our client received a substantial reward.

#### > In U.S. ex rel. Mackler v. Bank of America

Represented a whistleblower who alleged that Bank of America failed to satisfy material conditions of its government contract to provide homeowners mortgage relief under the HAMP program.

**RESULT:** The case succeeded and was settled as part of the 2012 global mortgage settlement, resulting in an award to our client.

#### > In U.S. ex rel. Horwitz v. Amgen

Represented Dr. Marshall S. Horwitz, who played a key role in uncovering an illegal scheme to manipulate the scientific record regarding two of Amgen's blockbuster drugs.

**RESULT:** \$762 million in criminal and civil penalties levied by the U.S. Department of Justice and an award to our client.

#### > In U.S. ex rel. Thomas v. Sound Inpatient Physicians Inc. and Robert A. Bessler

Represented a former regional vice president of operations for Sound Physicians, who blew the whistle on Sound's alleged misconduct.

**RESULT:** Tacoma-based Sound Physicians agreed to pay the United States government \$14.5 million.

#### > In U.S. ex rel. Plaintiffs v. Center for Diagnostic Imaging Inc.

In May 2010, Hagens Berman joined as lead trial counsel a qui tam lawsuit on behalf of two whistleblowers against Center for

## PRACTICE AREAS

# Whistleblower Litigation

Diagnostic Imaging, Inc. (CDI), alleging that CDI violated anti-kickback laws and defrauded federally funded health programs by presenting false claims for payment.

**RESULT:** In 2011, the government intervened in the claims, which the company settled for approximately \$1.3 million. The government declined to intervene, however, in the no-written-orders and kickback claims, leaving those claims for the whistleblowers and their counsel to pursue on their own. The non-intervened claims settled for an additional \$1.5 million payment to the government.

### > Medtronic

On Feb. 19, 2008 the court unsealed a qui tam lawsuit brought by Hagens Berman against Medtronic, one of the world's largest medical technology companies, for fraudulent medical device applications to the FDA and off-label promotion of its biliary devices.

**RESULT:** The case settled in 2012 for an amount that remained under seal.

## SECURITIES AND EXCHANGE COMMISSION / COMMODITY FUTURES TRADING COMMISSION

Since implementation of the SEC/CFTC Dodd Frank whistleblower programs in 2011, Hagens Berman has naturally transitioned into representation of whistleblowers with claims involving violations of the Securities Exchange Act and the Commodities Exchange Act.

Unlike the False Claims Act, whistleblowers with these new programs do not initially file a sealed lawsuit. Instead, they provide information directly to the SEC or the CFTC regarding violations of the federal securities or commodities laws. If the whistleblower's information leads to an enforcement action, they may be entitled to between 10 and 30 percent of the recovery.

The firm currently represents HFT whistleblower and market expert, Haim Bodek, in an SEC fraud whistleblower case that prompted the U.S. Securities and Exchange Commission to bring record-breaking fines against two exchanges formerly owned by Direct Edge Holdings (and since acquired by Bats Global

Markets, the second-largest financial exchange in the country). The exchanges agreed to pay \$14 million to settle charges that the exchanges failed to accurately and completely disclose how order types functioned on its exchanges and for selectively providing such information only to certain high-frequency trading firms.

Hagens Berman also represents an anonymous whistleblower who brought his concerns and original analysis related to the May 2, 2010 Flash Crash to the CFTC after hundreds of hours spent analyzing data and other information.

Both the U.S. Commodity Futures Trading Commission (CFTC) and the Department of Justice, in separate criminal and civil enforcement actions, brought charges of market manipulation and spoofing against Nav Sarao Futures Limited PLC (Sarao Futures) and Navinder Singh Sarao (Sarao) based on the whistleblower's information.

Hagens Berman has worked alongside government officials and regulators, establishing the credibility necessary to bring a case to the SEC or CFTC. When Hagens Berman brings a claim, we work hard to earn their respect and regulators pay attention.

A few of the firm's most recent whistleblower cases in this area include:

### > EDGA Exchange Inc. and EDGX Exchange Inc.

Represented HFT whistleblower and market expert, Haim Bodek, in an SEC fraud whistleblower case against two exchanges formerly owned by Direct Edge Holdings and since acquired by Bats Global Markets, the second-largest financial exchange in the country for spoofing.

**RESULT:** The case prompted the U.S. Securities and Exchange Commission to bring record-breaking fine of \$14 million against defendants, the largest ever brought against a financial exchange.

**PRACTICE AREAS**

## Whistleblower Litigation

**> Nav Sarao Futures Limited PLC**

Hagens Berman represents an anonymous whistleblower who brought his concerns and original analysis to the CFTC after hundreds of hours spent analyzing data and other information. The claim brought about legal action against a market manipulator who profited more than \$40 million from market fraud and contributed to the May 6, 2010 Flash Crash.

**RESULT:** Both the CFTC and the Department of Justice, in separate criminal and civil enforcement actions, brought charges of market manipulation and spoofing against Nav Sarao Futures Limited PLC and Navinder Singh Sarao based on the whistleblower's information. The case is still pending under seal.

**INTERNAL REVENUE SERVICE**

Hagens Berman also represents whistleblowers under the IRS whistleblower program enacted with the Tax Relief and Health Care Act of 2006.

The IRS program offers rewards to those who come forward with information about persons, corporations or any other entity that cheats on its taxes. In the event of a successful recovery of government funds, a whistleblower can be rewarded with up to 30 percent of the overall amount collected in taxes, penalties and legal fees.

Hagens Berman helps IRS whistleblowers present specific, credible tax fraud information to the IRS. Unlike some traditional False Claims Act firms, Hagens Berman has experience representing governments facing lost tax revenue due to fraud, making us well-positioned to prosecute these cases.

# Appellate Victories

**APPELLATE VICTORIES**

## Strengthening Consumer Law

At Hagens Berman, we distinguish ourselves not merely by the results we obtain, but by how we obtain them. Few class-action firms have our firm's combination of resources and acumen to see a case through as long as needed to obtain a favorable outcome. Our attorneys were instrumental in obtaining these federal appellate decisions that have shaped consumer law and bolstered the rights of millions nationwide:

- › **In Matter of Motors Liquidation Co.**, 829 F.3d 135 (2d Cir. 2016) (General Motors bankruptcy reorganization did not bar claims stemming from defective ignition switches)
- › **George v. Urban Settlement Servs.**, 833 F.3d 1242 (10th Cir. 2016) (complaint adequately alleged Bank of America's mortgage modification program violated RICO)
- › **In re Loestrin 24 Fe Antitrust Litig.**, 814 F.3d 538 (1st Cir. 2016) ("reverse payments" for antitrust purposes under **Actavis** are not limited to cash payments)
- › **Osborn v. Visa Inc.**, 797 F.3d 1057 (D.C. Cir. 2015) (complaint adequately alleged Visa and MasterCard unlawfully agreed to restrain trade in setting ATM access fees)
- › **Little v. Louisville Gas & Elec. Co.**, 805 F.3d 695 (6th Cir. 2015) (Clean Air Act did not preempt state nuisance claims against coal plant for polluting surrounding community)
- › **City of Miami v. Citigroup Inc.**, 801 F.3d 1268 (11th Cir. 2015) (reversing dismissal of complaint alleging Citigroup violated Fair Housing Act by pattern of discriminatory lending)
- › **Rajagopalan v. NoteWorld, LLC**, 718 F.3d 844 (9th Cir. 2013) (non-party could not invoke arbitration clause against plaintiff suing debt services provider)
- › **In re Neurontin Mktg. & Sales Practices Litig.**, 712 F.3d 21 (1st Cir. 2013) (affirming \$142 million verdict for injury suffered from RICO scheme by Neurontin manufacturer Pfizer)
- › **In re NCAA Student-Athlete Name & Likeness Licensing Litig.**, 724 F.3d 1268 (9th Cir. 2013) (First Amendment did not shield video game developer's use of college athletes' likenesses)
- › **Garcia v. Wachovia Corp.**, 699 F.3d 1273 (11th Cir. 2012) (Wells Fargo could not rely on **Concepcion** to evade waiver of any right to compel arbitration)
- › **Agnew v. Nat'l Collegiate Athletic Ass'n**, 683 F.3d 328 (7th Cir. 2012) (NCAA bylaws limiting scholarships per team and prohibiting multi-year scholarships are subject to antitrust scrutiny and do not receive pro-competitive justification at pleading stage)
- › **In re Lupron Mktg. & Sales Practices Litig.**, 677 F.3d 21, 24 (1st Cir. 2012) (approving cy pres provision in \$150 million settlement)
- › **In re Pharm. Indus. Average Wholesale Price Litig.**, 582 F.3d 156 (1st Cir. 2009) (AstraZeneca illegally published inflated average wholesale drug prices, thereby giving windfall to physicians and injuring patients who paid inflated prices)

**We set ourselves apart not only by getting results but by litigating every case through to finish – to trial and appeal, if necessary. This tenacious drive has led our firm to generate groundbreaking precedents in consumer law.**

Hagens Berman has also been active in state courts nationwide. Notable examples of our victories include:

- › **Garza v. Gama**, 379 P.3d 1004 (Ariz. Ct. App. 2016) (reinstating certified class in wage-and-hour action prosecuted by Hagens Berman since 2005)
- › **In re Farm Raised Salmon Cases**, 42 Cal. 4th 1077 (Cal. 2008) (Federal Food, Drug and Cosmetic Act did not preempt state claims for deceptive marketing of food products)
- › **Pickett v. Holland Am. Line-Westours, Inc.**, 35 P.3d 351 (Wash. 2001) (reversing state court of appeals and upholding class action settlement with cruise line)

U.S. Legal Team

**MANAGING PARTNER****Steve W. Berman**

*Served as co-lead counsel against Big Tobacco, resulting in the largest settlement in world history, and at the time the largest automotive, antitrust, ERISA and securities settlements in U.S. history.*

**CONTACT**

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**YEARS OF EXPERIENCE**

> 41

**PRACTICE AREAS**

- > Antitrust/Trade Law
- > Consumer Protection
- > Governmental Representation
- > Securities/Investment Fraud
- > Whistleblower/**Qui Tam**
- > Patent Litigation

**BAR ADMISSIONS**

- > Washington
- > Illinois Foreign
- > Registered Attorney in  
England and Wales

**COURT ADMISSIONS**

- > Supreme Court of the United States
- > Supreme Court of Illinois
- > Supreme Court of Washington
- > U.S. District Court for the Eastern and Western Districts of Washington
- > U.S. District Court for the Northern and Central Districts of Illinois
- > U.S. District Court for the District of Colorado
- > U.S. District Court for the Eastern District of Michigan
- > First Circuit Court of Appeals

Steve Berman represents consumers, investors and employees in large, complex litigation held in state and federal courts. Steve's trial experience has earned him significant recognition and led The National Law Journal to name him one of the 100 most powerful lawyers in the nation, and to repeatedly name Hagens Berman one of the top 10 plaintiffs' firms in the country. Steve was named an MVP of the Year by Law360 in 2016 and 2017 for his class-action litigation and received the 2017 Plaintiffs' Trailblazer award. He was recognized for the third year in a row as an Elite Trial Lawyer by The National Law Journal.

Steve co-founded Hagens Berman in 1993 after his prior firm refused to represent several young children who consumed fast food contaminated with E. coli—Steve knew he had to help. In that case, Steve proved that the poisoning was the result of Jack in the Box's cost cutting measures along with gross negligence. He was further inspired to build a firm that vociferously fought for the rights of those unable to fight for themselves. Berman's innovative approach, tenacious conviction and impeccable track record have earned him an excellent reputation and numerous historic legal victories. He is considered one of the nation's most successful class-action attorneys, and has been praised for securing record-breaking settlements and tangible benefits for class members. Steve is particularly known for his tenacity in forging consumer settlements that return a high percentage of recovery to class members.

**CURRENT ROLE**

- > Managing Partner, Hagens Berman Sobol Shapiro LLP

**RECENT CASES****> Emissions Litigation**

Steve has pioneered pursuing car manufacturers who have been violating emissions standards, including: Mercedes BlueTEC vehicles, GM Chevy Cruze, Dodge Ram 2500 and 3500 trucks, Dodge Ram 1500 and Jeep Cherokee EcoDiesel vehicles, Chevy Silverado, GMC Sierra as well as other models made by Ford, Audi and BMW. Steve and the firm's unmatched work in emissions-cheating investigations is often ahead of the EPA and government regulators.

**> General Motors Ignition Switch Defect Litigation**

Steve serves as lead counsel seeking to obtain compensation for the millions of GM car owners who overpaid for cars that had hidden safety defects.

**> Climate Change – New York City, King County, Wash.**

Steve has always been a fighter for the rights of the environment. In 2017, he began the firm's latest endeavor to combat global climate change through novel applications of the law. Steve currently represents the city of New York and Washington state's King County in lawsuits filed against the world's largest producers of oil: BP, Chevron Corp., Exxon Mobil Corp., Royal Dutch Shell PLC and ConocoPhillips. The cases seek to hold the Big Oil titans accountable for their brazen impact on global warming-induced sea level rise and related expenses to protect the cities and their millions of residents.



- › Second Circuit Court of Appeals
- › Third Circuit Court of Appeals
- › Fifth Circuit Court of Appeals
- › Sixth Circuit Court of Appeals
- › Seventh Circuit Court of Appeals
- › Eighth Circuit Court of Appeals
- › Ninth Circuit Court of Appeals
- › Tenth Circuit Court of Appeals
- › Eleventh Circuit Court of Appeals
- › DC Circuit Court of Appeals
- › Federal Circuit Court of Appeals
- › U.S. Court of Federal Claims
- › Foreign Registered Attorney in England and Wales

#### EDUCATION

- › University of Chicago Law School, J.D., 1980
- › University of Michigan, B.A., 1976

#### MANAGING PARTNER

## Steve W. Berman

- › **Opioids** - Orange and Santa Clara County, Seattle  
Steve has been retained by various municipalities, including the states of Ohio, Mississippi and Arkansas, Orange County, as well as the city of Seattle to serve as trial counsel in a recently filed state suit against five manufacturers of opioids seeking to recover public costs resulting from the opioid manufacturer's deceptive marketing.
- › **Antitrust Litigation**  
Corporate fraud has many faces, and Steve has taken on some of the largest perpetrators through antitrust law. Steve serves as co-lead counsel in Visa MasterCard ATM, Batteries, Optical Disc Drives and is in the leadership of a class-action lawsuit against Qualcomm for orchestrating a monopoly that led to purchasers paying significantly more for mobile devices. He serves as interim class counsel in a case against Tyson, Purdue and other chicken producers for conspiring to stabilize prices by reducing chicken production. Steve also filed a proposed class-action lawsuit against the world's largest manufacturers of Dynamic Random Access Memory (DRAM) for cornering the market and driving up DRAM prices. Most recently, Steve's antitrust case against the NCAA involving rights of college athletes to receive grant-in-aid scholarships saw a unanimous Supreme Court victory, in what media called a "major ruling" (ABC World News Tonight), that "will change the game" (ABC Good Morning America), and leaves the NCAA "more vulnerable than ever" (AP).
- › **Consumer Protection**  
Steve is a leader in protecting millions of consumers in large-scale cases that challenge unfair, deceptive and fraudulent practices. He leads a class action on behalf of owners of Ford vehicles equipped with MyFord Touch, an in-car entertainment system, who claim the system is flawed, putting drivers at risk of an accident while causing economic hardship. Steve recently filed a class-action lawsuit against Facebook for allowing personal data to be harvested for psychographic profiling.

#### RECENT SUCCESS

- › **Volkswagen Franchise Dealerships** - \$1.6 billion  
Lead counsel for VW franchise dealers suit, in which a settlement of \$1.6 billion has received final approval, and represents a substantial recovery for the class.
- › **Stericycle Sterisafe Contract Litigation** - \$295 million  
Hagens Berman's team, led by Steve Berman, filed a class-action lawsuit against Stericycle, a massive medical waste disposal company and achieved a sizable settlement for hundreds of thousands of its small business customers.
- › **NCAA Grant-in-Aid Scholarships** - \$208 million  
Served as co-lead counsel in the Alston case that successfully challenged the NCAA's limitations on the benefits college athletes can receive as part of a scholarship, culminating in a \$208 million settlement and injunction upheld by the Supreme Court. The recovery amounts to 100 percent of single damages in an exceptional result in an antitrust case. Steve also co-led the 2018 trial on the injunctive aspect of the case which resulted in a change of NCAA rules limiting the financial treatment of athletes.

The injunction, which was upheld in a unanimous Supreme Court decision in June 2021, prohibits the NCAA from enforcing any rules that fix or limit compensation provided to college athletes by schools or conferences in consideration for their athletic services other than cash compensation untethered to

**MANAGING PARTNER****Steve W. Berman**

education-related expenses. According to the Ninth Circuit, the NCAA is “permanently restrained and enjoined from agreeing to fix or limit compensation or benefits related to education” that conferences may make available. In the Supreme Court’s 9-0, Justice Kavanaugh stated, “The NCAA is not above the law.”

**> Dairy Price-Fixing – \$52 million**

This antitrust suit’s filing unearthed a massive collusion between the biggest dairy producers in the country, responsible for almost 70 percent of the nation’s milk. Not only was the price of milk artificially inflated, but this scheme ultimately also cost 500,000 young cows their lives.

**CAREER HIGHLIGHTS****> State Tobacco Litigation – \$260 billion**

Special assistant attorney general for the states of Washington, Arizona, Illinois, Indiana, New York, Alaska, Idaho, Ohio, Oregon, Nevada, Montana, Vermont and Rhode Island in prosecuting major actions against the tobacco industry. In November 1998, the initial proposed settlement led to a multi-state settlement requiring the tobacco companies to pay the states \$260 billion and to submit to broad advertising and marketing restrictions – the largest civil settlement in history.

**> Visa MasterCard ATM Antitrust Litigation – \$27 billion**

Co-lead counsel in what was then the largest antitrust settlement in history: a class-action lawsuit alleging that Visa and MasterCard, together with Bank of America, JP Morgan Chase and Wells Fargo, violated federal antitrust laws by establishing uniform agreements with U.S. banks, preventing ATM operators from setting ATM access fees below the level of the fees charged on Visa’s and MasterCard’s networks.

**> Toyota Sudden, Unintended Acceleration – \$1.6 billion**

Hagens Berman was co-lead counsel in this massive MDL alleging that Toyota vehicles contained a defect causing sudden, unintended acceleration (SUA). It was the largest automotive settlement in history at the time, valued at up to \$1.6 billion. The firm did not initially seek to lead the litigation, but was sought out by the judge for its wealth of experience in managing very complex class-action MDLs. Hagens Berman and managing partner Steve Berman agreed to take on the role of co-lead counsel for the economic loss class and head the plaintiffs’ steering committee.

**> Washington Public Power Supply System (WPPSS) – \$700 million settlement**

Represented bondholders and the bondholder trustee in a class-action lawsuit stemming from the failure of two WPPSS nuclear projects. The case was one of the most complex and lengthy securities fraud cases ever filed. The default was one of the largest municipal bond defaults in history. After years of litigation, plaintiffs were awarded a \$700 million settlement agreement brought against more than 200 defendants.

**> E-books Antitrust Litigation – \$560 million settlement**

Fought against Apple and five of the nation’s top publishers for colluding to raise the price of e-books, resulting in recovery equal to twice consumers’ actual damages. The firm recovered an initial settlement of more than \$160 million with defendant publishing companies in conjunction with several states attorneys general. Steve then led the firm to pursue Apple for its involvement in the e-book price hike. Apple took the case to the Supreme Court, where it was ruled that Apple had conspired to raise prices, and the firm achieved an additional \$450 million settlement for consumers.

## MANAGING PARTNER

# Steve W. Berman

- › **Enron Pension Protection Litigation** - \$250 million settlement  
Led the class-action litigation on behalf of Enron employees and retirees alleging that Enron leadership, including CEO Ken Lay, had a responsibility to protect the interests of those invested in the 401(k) program, an obligation they abrogated. The court selected Steve to co-lead the case against Enron and the other defendants.
- › **Charles Schwab Securities Litigation** - \$235 million settlement  
Led the firm to file the first class-action lawsuit against Charles Schwab on Mar. 18, 2008, alleging that Schwab deceived investors about the underlying risk in its Schwab YieldPlus Funds Investor Shares and Schwab YieldPlus Funds Select Shares.
- › **JP Morgan Madoff Lawsuit** - \$218 million settlement  
Represented Bernard L. Madoff investors in a suit filed against JPMorgan Chase Bank, one of the largest banks in the world.
- › **NCAA Grants-in-Aid Scholarships** - \$208 million settlement, and permanent injunction upheld by the Supreme Court  
Led the firm's tenacious antitrust class action against the NCAA on behalf of college athletes, claiming that the NCAA had violated the law when it kept the class from being able to receive compensation provided by schools or conferences for athletic services other than cash compensation untethered to education-related expenses. The Supreme Court upheld the favorable opinion of the Ninth Circuit in a 9-0 ruling. Justice Kavanaugh's opinion further underscored the massive win for plaintiffs and the ruling's ongoing effects: "The NCAA couches its arguments for not paying student athletes in innocuous labels. But the labels cannot disguise the reality: The NCAA's business model would be flatly illegal in almost any other industry in America," pushing for further scrutiny of the NCAA's regulations.
- › **Boeing Securities Litigation** - \$92.5 million settlement  
Represented a class of tens of thousands of shareholders against Boeing, culminating in a proposed settlement that was the second-largest awarded in the Northwest.
- › **NCAA Concussions** - \$75 million settlement, and 50-year medical monitoring fund  
Led the firm's pioneering NCAA concussions suit that culminated in a proposed settlement that will provide a 50-year medical-monitoring program for student-athletes to screen for and track head injuries; make sweeping changes to the NCAA's approach to concussion treatment and prevention; and establish a \$5 million fund for concussion research, preliminarily approved by the court.
- › **US Youth Soccer Settlement**  
Revolutionary settlement that changed U.S. Soccer regulations and bought sweeping safety measures to the game. Steve spearheaded a lawsuit against soccer-governing bodies, achieving a settlement that ended heading of the ball for U.S. Soccer's youngest players and greatly diminished risk of concussions and traumatic brain injuries. Additionally, the settlement highlights the importance of on-staff medical personnel at youth tournaments, as well as ongoing concussion education for coaches.

## RECOGNITION

- › 2021, 2019, 2018 Honoree for Outstanding Antitrust Litigation Achievement in Private Law Practice, American Antitrust Institute
- › 1999-2021 Washington Super Lawyers
- › 2018, 2020 Titan of the Plaintiffs Bar, Law360
- › 2016-2020 Class Action MVP of the Year, Law360
- › 2014-2016, 2018-2019 Elite Trial Lawyers, The National Law Journal

**MANAGING PARTNER****Steve W. Berman**

- › 2014-2019 Lawdragon 500 Leading Lawyers in America
- › 2018, 2016 Practice Group of the Year (Automotive), Law360
- › 2018 State Executive Committee member, The National Trial Lawyers
- › 2018 Top Attorney of the Year, International Association of Top Professionals
- › 2017 Plaintiffs' Trailblazer, The National Law Journal
- › 2017 Class Actions (Plaintiff) Law Firm of the Year in California, Global Law Experts
- › 2014 Finalist for Trial Lawyer of the Year, Public Justice
- › 2013 One of the 100 most influential attorneys in America, The National Law Journal
- › 2000 Most powerful lawyer in the state of Washington, The National Law Journal
- › One of the top 10 plaintiffs' firms in the country, The National Law Journal

**ACTIVITIES**

- › In April of 2021, the University of Michigan School for Environment and Sustainability (SEAS) launched the Kathy and Steve Berman Western Forest and Fire Initiative with a philanthropic gift from Steve (BS '76) and his wife, Kathy. The program will improve society's ability to manage western forests to mitigate the risks of large wildfires, revitalize human communities and adapt to climate change.

Steve studied at the School of Natural Resources (now SEAS) and volunteered as a firefighter due to his focus on environmental stewardship.

- › In 2003, the University of Washington announced the establishment of the Kathy and Steve Berman Environmental Law Clinic. The Berman Environmental Law Clinic draws on UW's environmental law faculty and extensive cross-campus expertise in fields such as Zoology, Aquatic and Fishery Sciences, Forest Resources, Environmental Health and more. In addition to representing clients in court, the clinic has become a definitive information resource on contemporary environmental law and policy, with special focus on the Pacific Northwest.

**OTHER NOTABLE CASES**

- › **VW Emissions Litigation - \$14.7 billion settlement**  
Steve served as a member of the Plaintiffs Steering Committee representing owners of Volkswagen CleanDiesel vehicles that were installed with emissions-cheating software.
- › **McKesson Drug Class Litigation - \$350 million settlement**  
Lead counsel in an action that led to a rollback of benchmark prices of hundreds of brand name drugs, and relief for third-party payers and insurers. His discovery of the McKesson scheme led to follow up lawsuits by governmental entities and recovery in total of over \$600 million.
- › **Average Wholesale Price Litigation - \$338 million settlement**  
Steve served as lead trial counsel, securing trial verdicts against three drug companies that paved the way for settlement.
- › **DRAM Memory Antitrust - \$345 million settlement**  
Forged a class-action suit against leading DRAM (Dynamic Random Access Memory) manufacturers, claiming the companies secretly agreed to reduce the supply of DRAM in order to artificially raise prices.
- › **Hyundai / Kia Fuel Efficiency - \$210 million settlement**  
Led the firm's aggressive fight as court-appointed co-lead counsel against Hyundai and Kia on behalf of defrauded consumers who alleged the automakers had misrepresented fuel economies in vehicles, securing what was believed to then be the second-largest automotive settlement in history.

**MANAGING PARTNER**

Steve W. Berman

› **Lumber Liquidators Flooring**

Steve was court-appointed co-lead counsel in litigation against Lumber Liquidators representing consumers who unknowingly purchased flooring tainted with toxic levels of cancer-causing formaldehyde. The consumer settlement was confidential.

**PRESENTATIONS**

› Steve is a frequent public speaker and has been a guest lecturer at Stanford University, University of Washington, University of Michigan and Seattle University Law School.

**PERSONAL INSIGHT**

Steve was a high school and college soccer player and coach. Now that his daughter's soccer skills exceed his, he is relegated to being a certified soccer referee and spends weekends being yelled at by parents, players and coaches. Steve is also an avid cyclist and is heavily involved in working with young riders on the international Hagens Berman Axeon cycling team.

**PARTNER, EXECUTIVE COMMITTEE MEMBER****Robert B. Carey**

*Rob added to HB's office a built-in mock courtroom, complete with jury box, audio-visual equipment to record witnesses and lawyers, and separate deliberation rooms for two juries. [Download photo »](#)*

**CONTACT**

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**YEARS OF EXPERIENCE**

> 34

**PRACTICE AREAS**

- > Personal Injury Litigation
- > Insurance Bad Faith
- > Breach of Contract Claims

**BAR ADMISSIONS**

- > Arizona
- > Colorado

**COURT ADMISSIONS**

- > U.S. Supreme Court
- > United States Court of Appeals for the Federal Circuit
- > U.S. Court of Appeals, Fifth Circuit
- > U.S. Court of Appeals, Seventh Circuit
- > U.S. Court of Appeals, Ninth Circuit
- > U.S. Court of Appeals, Tenth Circuit
- > Various federal district courts

**EDUCATION**

- > University of Denver, M.B.A., J.D., 1986
- > Arizona State University, B.S., 1983
- > Harvard University, John F. Kennedy School of Government, State & Local Government Program, 1992

Mr. Carey handles various types of injury and consumer claims. Mr. Carey was lead counsel on a jury trial that produced the largest medical-malpractice verdict in 2018, secured class certification in class actions on behalf of consumers and workers where damages are almost \$2 billion, and investigated the dialysis industry's role in deaths caused by central venous catheter infections and misuse of dialysis solutions.

**CURRENT ROLE**

- > Partner & Executive Committee Member, Hagens Berman Sobol Shapiro LLP
- > Leads Hagens Berman's Phoenix office
- > Practice focuses on class-action lawsuits, including auto defect, insurance, right of publicity and fraud cases. Mr. Carey's work also extends to bad-faith insurance, personal injury and medical malpractice, with several trials involving verdicts in the hundreds of millions.
  - Frequently asked to handle jury trials for high-value cases

**RECENT SUCCESS**

- > In June 2018, a Denver jury awarded a monumental \$383.5 million jury verdict against GranuFlo dialysis provider, DaVita Inc. culminating lawsuits brought by families of three patients who suffered cardiac arrests and died after receiving dialysis treatments at DaVita clinics. Each of the three parties was awarded \$125 million in punitive damages from the jury, with compensatory damages ranging from \$1.5 million to \$5 million.
- > Over the summer of 2012, Rob was lead counsel in Robin Antonick's case against Electronic Arts, where a jury heard evidence that Electronic Arts failed to pay Antonick for over 20 years for his work in coding and developing the legendary Madden NFL Football video game. This trial, held in the Northern District of California, resulted in two verdicts for Antonick and was dubbed a "Top Trial Verdict of 2013" by The Daily Journal, a leading legal publication.
- > Prevailed at the Arizona Court of Appeals for the second time, keeping intact class certification for tens of thousands of truck drivers suing to recover underpayments caused by misuse of Rand McNally's HHG software by Swift Transportation.
- > Helped originate the Toyota Sudden Unintended Acceleration case, filing the initial Hagens Berman complaints for a case that eventually settled for \$1.6 billion
- > Led Hagens Berman's efforts on the \$97 million settlement with Hyundai and Kia corporations over misrepresentations about MPG ratings
- > Helped secure a first-ever (\$60 million) settlement for collegiate student-athletes (Keller, consolidated with O'Bannon) from Electronic Arts (EA) and the NCAA for the misappropriation of the student-athletes' likenesses and images for the EA college football video game series. This groundbreaking suit went up to the U.S. Supreme Court before a settlement was reached, providing student-athletes—even current ones—with cash recoveries for the use of their likenesses without permission.
- > Represented Donovan Hill against Pop Warner after he was paralyzed at 13. With Rachel Freeman, Rob secured a settlement that "forever changed youth football" (OC Weekly) and was "unprecedented" and

**PARTNER, EXECUTIVE COMMITTEE MEMBER**

## Robert B. Carey

owed a debt of gratitude by those who care about the safety of kids playing football (Washington Post).  
Donnovan died tragically during a 2016 surgery.

- › Rob secured a record verdict for a mother suing her deceased son's estate for negligence in starting a home fire. He then took an assignment of the estate's claim and pursued a bad faith claim against the insurer, resulting in lifetime financial security for the badly burned mother.
- › After successfully reforming an insurance policy to cover a client – a student-athlete injured in a roll-over accident that caused incomplete tetraplegia and traumatic brain injury – Rob went to the jury, which awarded damages for all harms and losses requested and for insurance bad faith, with a verdict exceeding over 15 times policy limits.
- › Rob sued the leading auto carrier for refusal to fully cover a pedestrian struck by the carrier's driver. The verdict was valued over seven figures, and included a finding of willful and wanton conduct, trebling the damages.
- › After Rob cross-examined the CEO and CFO of a pharmacy benefits company, the jury entered a verdict for his client in the liability phase of a \$75-million dispute.
- › During his representation of a driver paralyzed by a car's roof collapse, the insurance company ignored that the agent did not understand or offer required high-end coverages. The jury returned a verdict with a value over seven figures, including a finding for treble damages.
- › Rob represented passengers of drunk driver, and persuaded the jury to award future earning capacity, essential services, medical bills and to find willful and wanton conduct against the insurer (treble damages). After a successful trip to the state supreme court, the verdict was maintained and had a value in excess of 15 times the policy limits.

### RECOGNITION

- › One of 500 Leading Lawyers in America in 2021 selected by Lawdragon, and the only Arizona attorney to make the list.
- › Listed since 2008 as a Top 100 Trial Lawyer by Arizona's Finest Lawyers and National Trial Lawyers
- › Recognized by the judges of the Superior Court of Arizona in Maricopa County for outstanding contributions to the justice system.
- › Member of Hagens Berman's Toyota team selected as a Finalist for Public Justice's 2014 Trial Lawyer of the Year
- › Selected as a Leading Plaintiff Financial Lawyer in America and a Leading Plaintiff Consumers Lawyer in America
- › U.S. Department of Justice, recognized for victims' rights efforts

### EXPERIENCE

- › Adjunct Professor, Sandra Day O'Connor College of Law, teaching class actions. Has taught law and policy courses at other universities.
- › Judge Pro Tempore, Maricopa County Superior Court, presiding over contract and tort jury trials
- › In the 90s, he served as trial counsel on claims by counties for damages stemming from tobacco-related illnesses (and acted as special counsel for Hagens Berman in seeking to recover damages in the landmark tobacco litigation), and since then has led dozens of consumer and insurance class actions in various states.



**PARTNER, EXECUTIVE COMMITTEE MEMBER****Robert B. Carey**

- › While serving as Arizona Chief Deputy Attorney General Mr. Carey helped secure a \$4 billion divestiture and a landmark \$165 million antitrust settlement. He also was a principal drafter of the first major overhaul of Arizona's criminal code and authored the section of the federal Prisoner Litigation Reform Act of 1995 for Senators Dole and Kyl that virtually eliminated frivolous prisoner lawsuits. Mr. Carey oversaw all major legal, policy, legislative and political issues for the Arizona attorney general's office. He developed and spearheaded passage of Arizona's law requiring the DNA testing of all sex offenders and the law requiring that criminals pay the cost of victims' rights.
- › Campaign staffer, intern, and staff member for U.S. Senator John McCain, during and after Senator McCain's first run for public office

**LEGAL ACTIVITIES**

- › Member and Former Chairman, Arizona State Bar Class Action and Derivative Suits Committee

**PUBLICATIONS**

- › Co-author of "7 Punitive Damages Strategies," Trial Magazine, April 2019
- › Co-author of the Arizona chapter of the ABA's "A Practitioner's Guide to Class Actions"
- › Co-author of the Arizona and Colorado chapters of the ABA's "A Practitioner's Guide to Class Actions" (2d ed.)

**NOTABLE CASES**

- › Propane Exchange Tank Litigation
- › Hyundai/Kia MPG Litigation
- › Swift Truckers Litigation
- › Toyota Unintended Acceleration Litigation
- › NCAA Student-Athlete Name and Likeness Licensing Litigation
- › Hyundai Subframe Defect Litigation
- › Hyundai Occupant Classification System / Airbag Litigation
- › Hyundai Horsepower Litigation
- › Arizona v. McKesson False Claims and Consumer Protection Litigation (representing State of Arizona)
- › Apple Refurbished iPhone/iPad Litigation
- › Jim Brown v. Electronic Arts
- › LifeLock Sales and Marketing Litigation
- › Rexall Sundown Cellasene Litigation

**OF COUNSEL****Michella A. Kras**

*State Bar of Arizona President's Volunteer Service Award, 2010*

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**YEARS OF EXPERIENCE**

> 18

**PRACTICE AREAS**

> Commercial Litigation  
> Complex Civil Litigation

**BAR ADMISSIONS**

> Arizona  
> U.S. District Court for the  
District of Arizona

**EDUCATION**

> Arizona State University  
College of Law, J.D., **magna  
cum laude**, 2003  
> Arizona State University, B.A.,  
1997

**CURRENT ROLE**

- > Of Counsel, Hagens Berman Sobol Shapiro LLP
- > Practice focuses on class actions and complex litigation
- > Extensive expertise in complex litigation in a variety of commercial contexts, including actions involving various contractual breaches, RICO violations, securities fraud, negligent and intentional torts, and federal and state employment law

**RECOGNITION**

- > State Bar of Arizona President's Volunteer Service Award, 2010
- > Rising Star, Southwest Super Lawyers, 2014

**EXPERIENCE**

- > Member of the commercial and securities litigation group in the Phoenix office of an international law firm where she worked on complex litigation matters involving private securities offerings, private lending, asset purchase agreements, shareholder and member disputes, and federal and state wage and hour disputes
- > Associate, Steptoe & Johnson LLP, 2007-2013
- > Associate, Gammage & Burnham, work included civil litigation, employment law, election law, health care law and estate planning, 2004-2007
- > Judicial Law Clerk, Arizona Supreme Court, work consisted of a variety of appeals, including civil cases, criminal actions and attorney discipline, 2003-2004

**LEGAL ACTIVITIES**

- > Consistent commitment to pro bono work. She's worked on several pro bono matters, including obtaining Special Juvenile Immigrant Status for a teenager that was brought to the United States as a toddler and later abandoned by her parent
- > Volunteer and member of the steering committee for Wills for Heroes, an organization that provides free estate planning for Arizona's first responders

**NOTABLE CASES**

- > Successfully litigated and obtained summary judgment on multiple matters involving breach of contract, conversion, intentional interference and breach of fiduciary duty, even successfully piercing the corporate veil

**PARTNER****John DeStefano**

*Mr. DeStefano takes special pride in protecting the public against broad-based frauds and swindles and the corruption of honest enterprise.*

**CONTACT**

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**PRACTICE AREAS**

- › Consumer Protection
- › Commercial Litigation
- › Privacy Rights
- › Appellate Advocacy

**BAR ADMISSIONS**

- › U.S. Supreme Court
- › U.S. Court of Appeals, Ninth Circuit
- › U.S. Court of Appeals, Tenth Circuit
- › U.S. District Court, District of Arizona
- › Supreme Court of Arizona

**EDUCATION**

- › University of Arizona Law School, J.D., Senior Managing Editor, Arizona Law Review
- › Harvard University, B.A., Classics

**CURRENT ROLE**

- › Partner, Hagens Berman Sobol Shapiro LLP
- › Practice focuses on consumer, insurance, and antitrust class actions as well as appellate representation

**RECENT SUCCESS**

- › Obtained court approval of \$400 million settlement to compensate Hyundai and Kia owners for misstatement of EPA fuel economy ratings. Settlement payments averaged \$353 for Hyundai owners and \$667 for Kia owners.
- › Obtained appellate reversal of judgment for defendant in multimillion-dollar business ownership dispute
- › In class action against Liberty Mutual insurance for deceptively reducing payments to accident victims for the value of their totaled vehicles, defeated motion to dismiss so that all claims can proceed

**EXPERIENCE**

- › Snell & Wilmer LLP 2009-2013
- › American Inns of Court Pegasus Scholar 2012: study of commercial, media, and privacy law with barristers and judges in the U.K.
- › U.S. District Court for the District of Arizona, Law Clerk to the Hon. Neil V. Wake 2008-2009
- › U.S. Court of Appeals for the Ninth Circuit, Law Clerk to the Hon. William C. Canby, Jr. 2007-2008

**RECOGNITION**

- › Super Lawyers, Rising Star: Class Action/Mass Tort 2015 - 2017
- › Arizona Foundation for Legal Services & Education, Top Pro Bono Attorneys in Arizona Award 2013

**NOTABLE CASES**

- › **In re Pre-Filled Propane Tank Antitrust Litigation**
- › **In re Hyundai & Kia Fuel Economy Litigation**
- › **Jim Brown v. Electronic Arts Inc.**
- › **In re NCAA Student-Athlete Name and Likeness Licensing Litigation**
- › **Antonick v. Electronic Arts Inc.**
- › **In re Swift Transportation Co., Inc.**
- › Represented an international human rights organization as amicus curiae in the U.S. Supreme Court case *Moloney v. United States*, opposing the enforcement of a foreign law enforcement subpoena for confidential academic research in the U.S. (pro bono)

**PARTNER**

John DeStefano

- › Olberg v. Allstate Insurance Co.
  
- › Lundquist v. First National Insurance Company of America
- › Gunn v. Continental Casualty Co.

**LEGAL ACTIVITIES**

- › Treasurer, American Inns of Court
- › Program Chair (current), Treasurer (past), Lorna Lockwood American Inn of Court
- › American Association for Justice

**PERSONAL INSIGHT**

When John's great-grandfather came from Italy to Boston, he lost his life savings to a man he met named Charles Ponzi. A century later, John takes special pride in protecting the public against broad-based frauds and swindles and the corruption of honest enterprise.

**PARTNER**

## Elaine T. Byszewski

- > Merck (Vioxx) Litigation
- > Berkeley Nutraceuticals (Enzyte) Litigation
- > Solvay Pharmaceuticals (Estratest) Litigation
- > Apple iPod Litigation
- > Costco Wage and Hour Litigation

**EXPERIENCE**

- > Prior to joining Hagens Berman, Ms. Byszewski focused her practice on labor and employment litigation and counseling. During law school she worked in the trial division of the office of the Attorney General of Massachusetts.

**PUBLICATIONS**

- > "Valuing Companion Animals in Wrongful Death Cases: A Survey of Current Court and Legislative Action and A Suggestion for Valuing Loss of Companionship," Animal Law Review, 2003, Winner of the Animal Law Review's 5th Annual Student Writing Competition
- > "What's in the Wine? A History of FDA's Role," Food and Drug Law Journal, 2002
- > "ERISA and RICO: New Tools for HMO Litigators," Journal of Law, Medicine & Ethics, 2000

**PERSONAL INSIGHT**

Ms. Byszewski enjoys spending time outdoors with her husband and their two sons, whether swimming, hiking or scootering around the neighborhood.

**PARTNER**

## Catherine Y.N. Gannon

*Super Lawyers magazine has recognized Ms. Gannon as a "Rising Star" in Washington state from 2016 to 2021.*

**CONTACT**

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**YEARS OF EXPERIENCE**

> 13

**PRACTICE AREAS**

> Securities and Antitrust  
> Consumer Protection

**BAR ADMISSIONS**

> Washington  
> New York  
> Ontario (Canada)

**EDUCATION**

> York University, Osgoode Hall Law School, Senior Editor, Osgoode Hall Law Journal J.D., 2008  
> Carleton University, Bachelor of Public Affairs and Policy Management, **summa cum laude**, 2005

**CURRENT ROLE**

- > Partner, Hagens Berman Sobol Shapiro LLP
- > Practice focuses on securities and antitrust matters, as well as nationwide consumer protection cases involving large corporations
- > Extensive experience working with expert witnesses, often in economic and other highly technical areas

**NOTABLE CASES**

- > Volkswagen/Audi/Porsche Diesel Emissions Scandal
- > Aequitas Capital Management Securities Litigation
- > Insulin Overpricing
- > In re MyFord Touch Consumer Litigation
- > NCAA Grant-In-Aid Cap Antitrust Litigation
- > Ford Shelby GT350 Mustang Overheating

**EXPERIENCE**

- > Weil, Gotshal and Manges LLP, New York, New York, Securities Litigation and Corporate Governance Group
- > McCarthy Tétrault LLP, Toronto, Canada, Complex Commercial Litigation Group
- > Department of Finance, Government of Canada, International Trade and Finance group with an emphasis on economic and trade negotiations at the G-20, IMF and the Paris Club

**LEGAL ACTIVITIES**

- > iVice President, Board of Directors, Eastside Legal Assistance Program (ELAP)
- > Ms. Gannon maintains a broad pro bono practice with an emphasis on healthcare and disability rights. She has successfully served as lead counsel seeking access to specialized education programs for autistic students in the New York City public school district and has repeatedly advocated for prisoners with mental health needs. Ms. Gannon has also served as a volunteer attorney for both Legal Voice and Disability Rights Washington.
- > Volunteer, Disability Rights Washington
- > Broad pro bono practice with an emphasis on healthcare and disability rights. Successfully served as lead counsel seeking access to specialized education programs for autistic students in the New York City public school district and has repeatedly advocated for prisoners with mental health needs.

**RECOGNITION**

- > Rising Star, Washington Super Lawyers, 2016-2021

**PUBLICATIONS**

- > Co-author of the American Bar Association's "A Practitioner's Guide to Class Actions – Vermont Chapter" (2017)
- > "Designing a New Playbook for the New Paradigm: Global Securities Litigation and Regulation," (2011) Harvard Law School Forum on Corporate Governance and Financial Regulation
- > "Legal Vulnerability of Bioethicists in Canada: Is a New Era Upon Us?" (2010) 30 Health Law in Canada 132

**PARTNER**

Catherine Y.N. Gannon

- > “The Threat of the Oppression Remedy to Reorganizing Insolvent Corporations,” (2009) Annual Review of Insolvency Law 429 (with Stephanie Ben-Ishai)

**PERSONAL INSIGHT**

Ms. Gannon previously worked at leading law firms in both New York City and Toronto prior to joining Hagens Berman in Seattle. Outside of work, Ms. Gannon serves on the board of directors for the Eastside Legal Assistance Program, which provides pro bono civil legal services in the greater Seattle area. She has also volunteered with organizations such as Legal Voice, Disability Rights Washington, Advocates for Children of New York and The Innocence Project. A seasoned backpacker, Ms. Gannon once spent six months traveling to more than a dozen countries across five continents. She is fluent in French and can still pack a suitcase in less than 5 minutes.

**PARTNER**

## Sean R. Matt

*Leads the firm's innovation in organizing and prosecuting individual class cases across many states involving the same defendants and similar factual and legal issues, an approach that continues to be a key factor in the firm's success*

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**YEARS OF EXPERIENCE**

> 29

**PRACTICE AREAS**

- > Securities Litigation
- > Consumer Rights
- > Antitrust Litigation
- > Insurance
- > Products Liability

**INDUSTRY EXPERIENCE**

- > Complex Financial Instruments
- > Investments
- > Pharmaceuticals
- > Automotive

**COURT ADMISSIONS**

- > Supreme Court of Washington
- > U.S. District Court, Western District of Washington
- > U.S. District Court, District of Colorado
- > Ninth Circuit U.S. Court of Appeals

**EDUCATION**

- > Indiana University, B.S., Finance, Highest Distinction, 1988
- > University of Oregon School of Law, J.D., Order of the Coif (top 10%), Associate Editor of the Law Review, 1992

**CURRENT ROLE**

- > Partner, Hagens Berman Sobol Shapiro LLP, since its founding in 1993
- > Practice focuses on multi-state and nationwide class actions and complex commercial litigation encompassing securities and finance, consumer, antitrust, insurance and products
- > Diverse experience in most of the firm's practice areas, involving appearances in state and federal courts across the country at both the trial and appellate levels
- > Key member of the firm's securities litigation team, most recently co-leading the prosecution and settlement of the **In re Charles Schwab Securities Litigation**, the **In re Oppenheimer Champion Income Fund Securities Class Actions** and the **Oppenheimer Core Bond Fund Class Action Litigation**
- > Key member of the firm's pharmaceutical litigation team that confronts unfair and deceptive pricing and marketing practices in the drug and dietary supplement industries including **Average Wholesale Price Litigation**, the **First Databank/McKesson Pricing Fraud Litigation** and the **Enzyte Litigation**
- > Key member of the firm's automobile defect litigation team

**RECOGNITION**

- > In 2014, Public Justice nominated Mr. Matt and the **In re Toyota Motor Corp. Sudden, Unintended Acceleration** team for the Trial Lawyer of the Year Award for their work in securing a \$1.6 billion settlement for car owners.
- > In 2020, Lawdragon named Mr. Matt one of 500 Leading Lawyers in America, Plaintiff Financial Lawyers.

**PUBLICATIONS**

- > Providing a Model Responsive to the Needs of Small Businesses at Formation: A Focus on Ex Ante Flexibility and Predictability, 71 Oregon Law Review 631, 1992

**NOTABLE CASES**

- > **Mercedes Emissions** (\$763 settlement)
- > **In re Charles Schwab Securities Litigation** (\$235 million settlement)
- > **In re Oppenheimer Champion Income Fund Securities Fraud Class Actions** (\$52.5 million proposed settlement)
- > **Oppenheimer Core Bond Fund Class Action Litigation** (\$47.5 million settlement)
- > **Morrison Knudsen and Costco Wholesale Corp. Securities Litigation**



**PARTNER**

## Sean R. Matt

- > In re Pharmaceutical Industry Average Wholesale Price Litigation (\$338 million settlement)
- > In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices, and Products Liability Litigation
- > In re Checking Account Overdraft cases pending against many of the country's largest banks
- > Washington State Ferry Litigation, which resulted in one of the most favorable settlements in class litigation in the history of the state of Washington
- > Microsoft Consumer Antitrust cases
- > State Attorneys General Tobacco Litigation, assisted with client liaison responsibilities, working closely with assistant attorneys general in Oregon, Ohio, Arizona, Alaska and New York, as well as assisting in all litigation matters

**PERSONAL INSIGHT**

Sean, whose four-man team won cycling's prestigious Race Across America with a time of six days and three hours, still occasionally rides a bike.

**PARTNER**

## Christopher A. O'Hara

*Plays key role in working with notice and claims administrators on all the firm's class settlements and class notice programs*

**CONTACT**

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**YEARS OF EXPERIENCE**

> 34

**PRACTICE AREAS**

- > Antitrust Litigation
- > Consumer Rights
- > Tax Law
- > Securities Litigation
- > Pharmaceutical Fraud

**BAR ADMISSIONS**

- > Washington
- > Arizona

**COURT ADMISSIONS**

- > U.S. Court of Appeals, Ninth Circuit

**EDUCATION**

- > University of Washington, B.A., Political Science, French Language and Literature, 1987
- > Seattle University School of Law, J.D., **cum laude**, 1993

**CURRENT ROLE**

- > Partner, Hagens Berman Sobol Shapiro LLP
- > Practice focuses on antitrust, consumer, tax and securities class actions
- > Serves as plaintiffs' counsel in Hotel Occupancy Tax litigation against major online travel companies in various jurisdictions across the country
- > Active member of firm's Microsoft defense team negotiating claims administration policy and processing rules in twenty consumer and antitrust class-action state settlements around the country
- > Key role in working with claims administrators on all class settlements and class notice programs

**RECENT SUCCESS**

- > Worked on related litigation against Expedia on behalf of a nationwide class of consumers who purchased hotel reservations and paid excessive "taxes and fees" charges. That case resulted in summary judgment in plaintiffs' favor and an eventual settlement for cash and credits totaling \$134 million. Mr. O'Hara also played a leading role for the firm on the \$235 million settlement of **In re Charles Schwab Securities Litigation** and the \$1.6 billion settlement of **In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices and Products Liability Litigation**.
- > Mr. O'Hara deposed more than a dozen of Big Tobacco's expert witnesses, research scientists and marketing executives for the tobacco litigation, focusing predominantly on the state of Arizona case. Coordinated Arizona's national and local expert witnesses, while contributing to all aspects of discovery and motion practice. Mr. O'Hara played a leading role in the firm's successful defense of the state of Arizona against claims brought by several Arizona counties in the aftermath of the state's tobacco litigation.

**RECOGNITION**

- > Rising Star, Washington Law and Politics, 2003

**EXPERIENCE**

- > Crowell & Moring, Paralegal, 1988-1990
- > Cozen & O'Connor, Associate, 1993-1997

**NOTABLE CASES**

- > **Tobacco Litigation** (\$260 billion multi-state settlement)
- > **Expedia Litigation** (\$134 million settlement)
- > **Charles Schwab Yieldplus Funds Litigation** (\$235 million settlement)
- > **Toyota Unintended Acceleration Litigation** (\$1.6 billion settlement)
- > **Microsoft Antitrust Litigation**

**LANGUAGES**

- > French

**PARTNER**

## Craig R. Spiegel

*After helping obtain recent substantial settlements in cases against drug companies for deceptive marketing, Mr. Spiegel now helps in the firm's litigation efforts against auto manufacturers and others for illegal emissions of pollutants.*

**CONTACT**

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**YEARS OF EXPERIENCE**

> 42

**PRACTICE AREAS**

> Consumer Rights

**BAR ADMISSIONS**

> California State Bar Association  
> Illinois State Bar Association  
> Washington State Bar Association

**EDUCATION**

> Harvard Law School, J.D.,  
**cum laude**, 1979  
> St. Olaf College, B.A., **summa cum laude**, 1975

**CURRENT ROLE**

- > Partner, Hagens Berman Sobol Shapiro LLP
- > Practice primarily focuses on class actions concerning unfair pricing of pharmaceutical drugs. Recent cases include actions against AstraZeneca and Merck.

**NOTABLE CASES**

- > Involved in the firm's antitrust class-action lawsuit against the NCAA accusing the sports-governing body of engaging in anti-competitive practices in regards to its scholarships or Grants in Aid (GIAs) program. In March of 2017, U.S. District Judge Claudia Wilken approved a sweeping \$209 million settlement for student-athletes, and in March of 2019, a trial on the injunctive aspect of the case resulted in a change of NCAA rules limiting the financial treatment of athletes.
- > Helped obtain a substantial settlement for the state of New York and New York City in their litigation against Merck for losses suffered from deceptive marketing of the prescription drug Vioxx
- > Instrumental in obtaining a settlement for a class of Massachusetts consumers and third-party payors in their litigation against AstraZeneca, in which the class claimed that AstraZeneca deceptively marketed the prescription drug Nexium as superior to Prilosec
- > Deeply involved in the firm's lawsuits on behalf of thalidomide victims, who suffered severe personal injuries when their mothers ingested thalidomide during their pregnancies in the late 1950s and early 1960s, without knowing that thalidomide had not been approved by the FDA

**RECOGNITION**

- > 2021, 2019 Honoree for Outstanding Antitrust Litigation Achievement in Private Law Practice, American Antitrust Institute



## ASSOCIATE

## Hannah Brennan

*Hannah is committed to improving access to medicines – both domestically and abroad – and has experience in drug pricing, patent and international right to health litigation.*

## CONTACT

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## YEARS OF EXPERIENCE

> 8

## PRACTICE AREAS

- > Antitrust Litigation
- > Civil & Human Rights Litigation
- > Consumer Rights
- > Medical Devices
- > Pharmaceutical Fraud
- > RICO

## INDUSTRY EXPERIENCE

- > Drug Pricing
- > Patent
- > International Right to Health Litigation
- > International Trade Agreements

## BAR ADMISSIONS

- > Massachusetts

## COURT ADMISSIONS

- > Third Circuit

## CLERKSHIPS

- > Honorable Timothy B. Dyk of the United States Court of Appeals for the Federal Circuit
- > Honorable Theodore McKee, Former Chief Judge of United States Court of Appeals for the Third Circuit

## CURRENT ROLE

- > Associate, Hagens Berman Sobol Shapiro LLP
- > Practice focuses on drug pricing, consumer access to medications, healthcare fraud, antitrust and patent fraud
- > Member of the HBSS team representing a proposed class of insulin consumers in their claims against Eli Lilly, Novo Nordisk and Sanofi for fraudulently and unfairly increasing the cost of life-saving insulin medications. HBSS has been named lead counsel in this case.
- > Member of the HBSS team litigating claims against GSK for its fraudulent marketing of the diabetes medication, Avandia. HBSS has been named lead counsel in this case.
- > Member of the HBSS team litigating claims against the Commonwealth of Massachusetts for its failure to enforce the Endangered Species Act to protect the Northern Atlantic right whale.

## RECENT SUCCESS

- > **Successful Third Circuit appeal of sealing orders in In re Avandia Marketing, Sales Practices and Products Liability Litigation.** Hannah briefed and argued the class plaintiffs' appeal of two district court orders sealing the entire summary judgment record. The Third Circuit issued a precedential opinion adopting the standard the plaintiffs urged for the public's common law right of access and vacated the district courts' orders. The Third Circuit also instructed the district court to consider the First Amendment argument the plaintiffs' advanced. In re Avandia Mktg., Sales Practices & Prod. Liab. Litig., 924 F.3d 662 (3d Cir. 2019). Hannah also successfully briefed the issue on remand to the United States District Court for the Eastern District of Pennsylvania: the Court unsealed all of the summary judgment records at issue. In re Avandia Mktg., Sales Practices & Prod. Liab. Litig., No. 07-MD-01871, 2020 WL 5358287 (E.D. Pa. Sept. 3, 2020).
- > **Successful Third Circuit appeal of summary judgment ruling in In re Avandia Marketing, Sales Practices and Products Liability Litigation.** Hannah lead the team that briefed the class plaintiffs' appeal of the district court's grant of summary judgment in favor of the defendant. The Third Circuit issued a precedential opinion siding with the plaintiffs on all three issues presented in the appeal. The Third Circuit remanded the case to the district court and ordered further discovery for the plaintiffs.
- > **\$51.25 million class recovery in In re Restasis Antitrust Litigation.** Assisted in the litigation of claims against Allergan for engaging in an anticompetitive scheme to keep generic versions of the eye medication, Restasis, off the market. The alleged scheme included fraud on the U.S. Patent and Trademark Office, sham litigation against generic manufacturers, meritless citizen petitions to the Food and Drug Administration and sham transfer of patents to a Native American Tribe in an attempt to avoid invalidation. In re Restasis Antitrust Litigation, 18-md-2819, E.D.N.Y., ECF No. 50.
- > **\$94 million class recovery in In re Celebrex Antitrust Litigation.** Hannah was member of the HBSS team that litigated claims against Pfizer for fraudulently obtaining patents from the U.S. Patent and

## ASSOCIATE

# Hannah Brennan

### EDUCATION

- › Yale Law School, J.D., 2013
- › Brown University, B.A., 2009

Trademark Office and then asserted those patents to delay generics competition in violation of federal antitrust law. The case settled mere weeks before trial. In re Celebrex (Celecoxib) Antitrust Litigation, 2:13-cv-361, E.D. Va., ECF Nos. 64, 455.

### EXPERIENCE

- › Prior to joining Hagens Berman, Ms. Brennan clerked for the Honorable Timothy B. Dyk of the United States Court of Appeals for the Federal Circuit and the Honorable Theodore McKee, Chief Judge of United States Court of Appeals for the Third Circuit.
- › She was awarded a Yale Gruber Fellowship in Global Justice and Women's Rights to work for Public Citizen's Global Access to Medicines Program. At Public Citizen, she worked on a broad range of healthcare issues, including: negotiation of the intellectual property provisions of the Trans-Pacific Partnership Agreement, compulsory licensing of HIV medications in Peru, and policies for improving access to Hepatitis C medications for veterans, Native Americans and prisoners.
- › In law school, Ms. Brennan worked in the Global Health and Justice Clinic, where she helped develop a human rights approach to intellectual property law. She also served in the Workers and Immigrants' Rights Advocacy Clinic, where she obtained a substantial settlement for a group of Latino construction workers with unpaid wage claims. She further represented Connecticut DREAMers in their legislative and regulatory campaigns to secure financial aid for undocumented students at Connecticut state universities.
- › Prior to law school, Ms. Brennan served as Fulbright Scholar in Lima, Peru, where she researched labor rights abuses in the domestic housework industry and advocated for greater government regulation of this area.

### LEGAL ACTIVITIES

- › Member, American Association for Justice
- › Member, Federal Bar Association
- › Member, Boston Bar Association

### RECOGNITION

- › Charles G. Albom Prize for Excellency in Appellate Advocacy

### PUBLICATIONS

- › Hannah Brennan, Unsealing Court Records: Key Learnings from the Third Circuit's Avandia Jurisprudence, American Association for Justice Trial Magazine (July 2021).
- › Hannah Brennan, Christine Monahan, Zain Rizva, & Amy Kapczynski, **Government Patent Use: How a Little Known Statute Can Bring Down Drug Prices and Transform Health**, 18 Yale J. of L. & Tech. 275 (2016).
- › Hannah Brennan, **The Cost of Confusion: The Paradox of Trademarked Pharmaceuticals**, 22 Mich. Telecomm. & Tech. L. Rev. 1 (2016)
- › Hannah Brennan & Burcu Kilic, **Freeing Trade at the Expense of Local Crop Markets?: A Look at the Trans-Pacific Partnership's New Plant Related Intellectual Property Rights From Human Rights Perspective**, Harv. Hum. Rts. J. Online (2015)

**ASSOCIATE**

Hannah Brennan

**LANGUAGES**

> Spanish

**PERSONAL INSIGHT**

Hannah's favorite city is Lima, her favorite state is Vermont and her favorite 90s action movie is **The Fugitive**.



## ASSOCIATE

## Rachel E. Fitzpatrick

*Ms. Fitzpatrick was a member of the trial team responsible for a \$5.25 million dollar jury verdict on behalf of an Ohio plaintiff who was badly burned while trying to rescue her paraplegic son.*

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## YEARS OF EXPERIENCE

> 10

## PRACTICE AREAS

- > Complex Civil Litigation
- > Consumer Fraud
- > Mass Tort

## BAR ADMISSIONS

- > Arizona

## EDUCATION

- > Arizona State University, B.S., **magna cum laude**, 2007
- > Arizona State University  
Sandra Day O'Connor College  
of Law, J.D., 2011

## CURRENT ROLE

- > Associate, Hagens Berman Sobol Shapiro LLP
- > Practice focuses on complex civil litigation and nationwide class actions, including consumer fraud and mass tort
- > Ms. Fitzpatrick worked on behalf of student-athlete plaintiffs in the highly publicized cases **Keller v. Electronic Arts** and **In re NCAA Student-Athlete Name and Likeness Licensing Litigation**. The cases alleged that video game manufacturer Electronic Arts, the National Collegiate Athletic Association and the Collegiate Licensing Company violated state right of publicity laws and the NCAA's contractual agreements with student-athletes by using the names, images and likenesses of the student athletes in EA's NCAA-themed football and basketball video games.

## RECENT SUCCESS

- > In March 2012, Ms. Fitzpatrick was a member of the trial team responsible for a \$5.25 million dollar jury verdict on behalf of an Ohio plaintiff who was badly burned while trying to rescue her paraplegic son from his burning home. The verdict is believed to be the largest in Columbiana County, Ohio history.

## NOTABLE CASES

- > **Keller v. Electronic Arts Inc.**, U.S. Court of Appeals, Ninth Circuit, Case No. 10-15387
- > **In re: NCAA Student-Athlete Name and Likeness Licensing Litigation**, U.S. District Court, ND Cal., Case No. 3:09-CV-01967-CW
- > **Antonick v. Electronic Arts, Inc.**, U.S. District Court, ND Cal., Case No. 3:11-CV-01543-CRB

## PERSONAL INSIGHT

Ms. Fitzpatrick spent three years as a professional NFL cheerleader for the Arizona Cardinals and traveled with the squad to Iraq, Kuwait and the United Arab Emirates to perform for troops stationed overseas.

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Michella A. Kras (*pro hac vice*)  
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10 Renee Kennedy (*pro hac vice*)  
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13 *Attorneys for Plaintiffs*

14  
15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17 SAN FRANCISCO DIVISION

18 VICKY MALDONADO AND JUSTIN CARTER,  
19 individually and on behalf of themselves and all  
20 others similarly situated,

21 Plaintiffs,

22 v.

23 APPLE INC., APPLCARE SERVICE  
24 COMPANY, INC., AND APPLE CSC, INC.,

25 Defendants.  
26  
27  
28

No. 3:16-cv-04067-WHO

Related Case:  
*English v. Apple Inc. et al.*  
Case No. 3:14-cc-01619-WHO

DECLARATION OF RENEE F.  
KENNEDY IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES, EXPENSES, AND  
SERVICE AWARDS

Judge: Hon. William H. Orrick  
Courtroom: 2, 17th Floor  
Complaint Filed: July 20, 2016



I, RENEE F. KENNEDY, declare as follows:

1. I am an attorney duly licensed to practice law before this court. I am a member of the Texas Bar, and I have been admitted to this court *pro hac vice*. I am a sole practitioner, and counsel of record for plaintiffs in the above-titled action. Based on personal knowledge of the matters stated herein, if called upon, I could and would competently testify thereto.

2. My lodestar is calculated based on my current hourly rate of \$425 per hour, which is based on my review of prevailing market rates in San Francisco, California, for attorneys of comparable skill, experience, and qualifications.

3. Through January 21, 2022, I've billed 902.3 hours in this case for a total lodestar of \$383,477.50.

4. Detailed and contemporaneously prepared time records supporting this summary are available, if requested by the Court.

5. I expended \$2,145.85 in unreimbursed litigation expenses in prosecuting this litigation. These are the type of expenses typically billed by attorneys to paying clients in the marketplace and include such costs as fees paid or incurred to experts, online document repositories, and travel in connection with this litigation.

Category	Total
Airfare	\$831.18
Filing Fees	\$705.00
Hotels	\$277.49
Meals	\$9.74
Messenger/Process Service	\$197.50
Transportation/Travel Expenses	\$124.94
<b>TOTAL</b>	<b>\$2,145.85</b>

6. The litigation expenses incurred in prosecuting this case are reflected my books and records and are an accurate record of the expenses incurred.

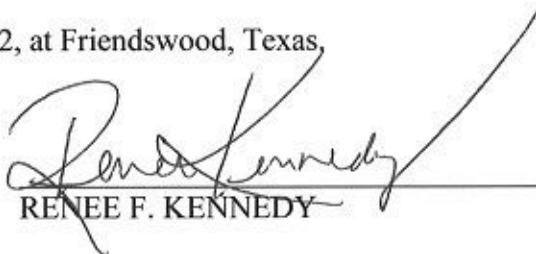
7. A spreadsheet itemizing those costs is attached as Exhibit 1 to this Declaration. Receipts and records supporting those expenses are available, if requested by the Court.

1           8.       I am a 1999 graduate of the University of Houston College of Law. I have been  
2 practicing law for over twenty years. My areas of practice include litigation, including consumer  
3 litigation, personal injury, family law, and criminal law.

4           9.       As co-counsel in this case, I performed the following work: significant case  
5 investigation; drafting the original Complaint; communicating and working with class  
6 representatives; coordinating Vicky Maldonado's discovery responses; reviewing and summarizing  
7 any relevant discovery from *English v. Apple*; attending depositions; attending hearings; and  
8 attending mediations. My work also includes, but is not limited to, assisting with: the drafting of  
9 the Amended Complaint; drafting Vicky Maldonado's discovery responses; meet and confers;  
10 communicating and working with experts; preparing Vicky Maldonado for deposition; reviewing,  
11 editing, and commenting on motions, correspondence, discovery requests, and discovery responses;  
12 and reviewing deposition transcripts.

13           I declare under penalty of perjury under the laws of the United States that the foregoing is  
14 true and correct.

15           Executed this 28th day of January 2022, at Friendswood, Texas,

16  
17   
18 RENE F. KENNEDY

# EXHIBIT 1

<b>Date of Invoice</b>	<b>Description</b>	<b>Company</b>	<b>Amount</b>	<b>Bate Stamp Number</b>
7/20/2016	Original Filing Fee for ECF DKT #1 In Maldonado	Court Receipt #0971- 10621211	\$400.00	0001
7/20/2016	Pro Hac Vice ECF DKT #4	Court Receipt #0971-10621396	\$305.00	0002
8/11/2016	Hand Delivery of Demand Letter Served to Apple CSC, Inc.	A.P.S. Process Servies	\$65.00	0003
8/28/2016	Receipt from Valleywide Process Server for Service	Valleywide Process Server	\$132.50	0004
9/8/2016	Hotel	Sleep Inn Phoenix, AZ	\$66.96	0005
9/9/2016	Food	Paradise Bakery Café	\$3.03	0005
9/9/2016	Food	Paradise Bakery Café	\$4.66	0005
9/9/2016	Food	Wendy's	\$2.05	0005
3/1/2017	Transportation	Uber	\$29.87	0006 - 0008
3/1/2017	Transportation	United Airlines	\$217.40	0009 - 0013
10/8/2017	Trip from Airport to Hotel	Uber	\$29.63	0014 - 0016
10/28/2018	Transportation	American Air	\$253.20	0018 - 0021
10/29/2018	Transportation	Southwest Airlines	\$360.58	0022
3/18/2019	Hotel	Hotwire	\$210.53	0023 - 0024
3/18/2019	Transportation	Uber	\$36.49	0025 - 0028
3/18/2019	Transportation	Uber	\$5.68	0029 - 0032
3/18/2019	Transportation	Uber	\$7.70	0033 - 0036
3/18/2019	Transportation	Uber	\$15.57	0037 -0040
<b>Total</b>			<b>\$2,145.85</b>	

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10 *Attorneys for Plaintiffs*

11  
12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

15 VICKY MALDONADO AND JUSTIN CARTER,  
16 individually and on behalf of themselves and all  
17 others similarly situated,

18 Plaintiffs,

19 v.

20 APPLE INC., APPECARE SERVICE  
21 COMPANY, INC., AND APPLE CSC, INC.,

22 Defendants.  
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No. 3:16-cv-04067-WHO

Related Case:  
*English v. Apple Inc. et al.*  
Case No. 3:14-cc-01619-WHO

**DECLARATION OF VICKY  
MALDONADO IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES, EXPENSES,  
AND SERVICE AWARDS**

Judge: Hon. William H. Orrick  
Courtroom: 2, 17th Floor  
Complaint Filed: July 20, 2016

1 I, Vicky Maldonado, declare as follows:

2 1. I am a Plaintiff in the above-entitled action. I have personal knowledge of the  
3 matters stated herein and, if called upon, I could and would competently testify thereto.

4 2. I submit this declaration in support of Plaintiffs' Motion for an Award of Attorneys'  
5 Fees, Expenses, and Service Awards.

6 3. I worked with Renee Kennedy in drafting the Complaint. I recounted my facts for  
7 her and searched and provided documents to support those facts. I also verified my factual  
8 allegations in the Complaint were accurate.

9 4. I worked with the attorneys and paralegals at Hagens Berman, as well as Renee  
10 Kennedy, in recounting my facts for the Amended Complaint, including multiple calls and emails.  
11 I also reviewed the Amended Complaint to make sure my factual allegations were accurate.

12 5. I responded to the discovery from Apple, including 13 interrogatories and 20  
13 requests for production. I supplemented my answers with additional information when requested  
14 by Hagens Berman and/or Renee Kennedy. Responding to these discovery requests was time  
15 consuming.

16 6. I searched through my digital and paper files, looking for documents that were  
17 responsive to Apple's requests, including looking for information about all Apple devices I've ever  
18 owned, other warranties I've purchased for my devices, and receipts for those devices and  
19 warranties.

20 7. I took three days off work to travel from Houston Texas, to San Francisco,  
21 California, to be deposed by Apple. I met with Michella Kras and Renee Kennedy the day before  
22 and the morning of the deposition to prepare for the deposition, as I had not been deposed before.

23 8. I reviewed my deposition transcript for accuracy and corrected any errors I found.

24 9. I frequently check with Hagens Berman or Renee Kennedy on the progress of the  
25 litigation and to offer any assistance. I estimate I've spent between 4-6 full days (excluding my  
26 deposition) working on this case.

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1 10. I reviewed the terms of the settlement with Hagens Berman and approve of the  
2 settlement.

3 I declare under penalty of perjury under the laws of the United States of America that the  
4 foregoing is true and correct.

5 Executed this 28th day of January 2022 at Houston, Texas.

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Vicky Maldonado

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10 *Attorneys for Plaintiffs*

11 [Additional Counsel on Signature Page]

12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

16 VICKY MALDONADO AND JUSTIN CARTER,  
17 individually and on behalf of themselves and all  
others similarly situated,

18 Plaintiffs,

19 v.

20 APPLE INC., APPLCARE SERVICE  
21 COMPANY, INC., AND APPLE CSC, INC.,

22 Defendants.

No. 3:16-cv-04067-WHO

Related Case:  
*English v. Apple Inc. et al.*  
Case No. 3:14-cc-01619-WHO

**DECLARATION OF JUSTIN  
CARTER IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES, EXPENSES,  
AND SERVICE AWARDS**

Judge: Hon. William H. Orrick  
Courtroom: 2, 17th Floor  
Complaint Filed: July 20, 2016



1 I, Justin Carter, declare as follows:

2 1. I am a Plaintiff in the above-entitled action. I have personal knowledge of the  
3 matters stated herein and, if called upon, I could and would competently testify thereto.

4 2. I submit this declaration in support of Plaintiffs' Motion for an Award of Attorneys'  
5 Fees, Expenses, and Service Awards.

6 3. I worked with the attorneys and paralegals at Hagens Berman in recounting my facts  
7 for the Amended Complaint, including multiple calls and emails. I also reviewed the Amended  
8 Complaint to make sure my factual allegations were accurate.

9 4. I allowed Hagens Berman to have an expert inspect my replacement iPhones to  
10 verify whether I had received a phone with new or used parts.

11 5. I responded to the discovery from Apple, including 12 interrogatories, 19 requests  
12 for production, and 8 requests for admission. I supplemented my answers with additional  
13 information when requested by Hagens Berman. Responding to these discovery requests was time  
14 consuming.

15 6. I searched through my digital and paper files, looking for documents that were  
16 responsive to Apple's requests, including looking for information about all Apple devices I've ever  
17 owned, other warranties I've purchased for my devices, and receipts for those devices and  
18 warranties.

19 7. I took 5 days off work to travel from Moultrie, Georgia, to San Francisco,  
20 California, to be deposed by Apple, while recovering from back surgery. This included three full  
21 days for travel, deposition preparation, and attending my deposition (leaving my house at 5 a.m. on  
22 August 29, 2017, and returning at 11 p.m. on August 31, 2017), as well as two days to recover  
23 because of my back surgery.

24 8. I met with Michella Kras the day before and the morning of the deposition to  
25 prepare, as I had not been deposed before.

26 9. I reviewed my deposition transcript for accuracy and corrected any errors I found.  
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1           10. I also assisted Hagens Berman with drafting several declarations for motions in this  
2 case related to the facts of my case.

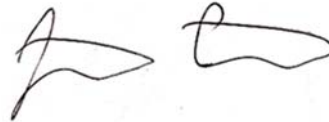
3           11. I frequently check with Hagens Berman on the progress of the litigation and to offer  
4 any assistance.

5           12. I conservatively estimate I spent between 50 and 60 hours working on this case, not  
6 including the three days I spent traveling for and attending my deposition.

7           13. I reviewed the terms of the settlement with Hagens Berman and approve of the  
8 settlement.

9           I declare under penalty of perjury under the laws of the United States of America that the  
10 foregoing is true and correct.

11           Executed this 28th day of January 2022 at Pavo, Georgia.

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Justin Carter

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10 *Attorneys for Plaintiffs*

11 [Additional Counsel on Signature Page]

12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

15 VICKY MALDONADO AND JUSTIN CARTER,  
16 individually and on behalf of themselves and all  
17 others similarly situated,

18 Plaintiffs,

19 v.

20 APPLE INC., APPLCARE SERVICE  
21 COMPANY, INC., AND APPLE CSC, INC.,

22 Defendants.

No. 3:16-cv-04067-WHO

Related Case:  
*English v. Apple Inc. et al.*  
Case No. 3:14-cv-01619-WHO

[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR AN  
AWARD OF ATTORNEYS' FEES,  
REIMBURSEMENT OF EXPENSES,  
AND SERVICE AWARDS FOR CLASS  
REPRESENTATIVES

Judge: Hon. William H. Orrick  
Courtroom: 2, 17th Floor  
Complaint Filed: July 20, 2016

1 The Court, having reviewed Plaintiffs’ Notice of Motion, Motion for an Award of  
2 Attorneys’ Fees, Reimbursement of Expenses, and Service Award for the Class Representatives,  
3 and the Memorandum of Points and the Authorities thereto (“Motion”), the pleadings and other  
4 papers on file in this Action and the argument of counsel, hereby finds that:

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

6 1. The Motion requests an award of attorneys’ fees in the amount of \$27,550,000 or  
7 29% of the \$95 million Settlement Fund. Further, Plaintiffs and Class Counsel request  
8 reimbursement of out-of-pocket litigation costs and expenses in the amount of \$1,397,165.53.

9 2. The Court finds Class Counsel’s requested fee award of \$27,550,000 of the  
10 Settlement Fund is fair and reasonable under the percentage-of-the-recovery method based upon  
11 the following factors: (1) the results obtained by Class Counsel in this case; (2) the risks and  
12 complex issues involved in this case, which were significant and required a high level of skill and  
13 high-quality work to overcome; (3) that the attorneys’ fees requested were entirely contingent upon  
14 success—Class Counsel risked time and effort and advanced costs with no ultimate guarantee of  
15 compensation; (4) that the range of awards made in similar cases justifies an award of 29% here;  
16 and (5) that the Class Members have been notified of the requested fees and had an opportunity to  
17 inform the Court of any concerns they have with the request. As such, the Court finds that the  
18 requested fee award comports with the applicable law and is justified by the circumstances of this  
19 case.  
20

21 3. The Court has confirmed the reasonableness of Class Counsel’s fee request by  
22 conducting a lodestar cross-check. The Court finds that the 11,997.1 hours worked by Class  
23 Counsel as of January 21, 2022, were reasonable and necessary. The Court further finds that Class  
24 Counsel’s reasonable lodestar on that date was \$7,678,865.00 based on current hourly rates, and  
25 that such rates were reasonable. Class Counsel for Plaintiffs’ requested fee award represents a  
26 multiplier of 3.58, which is reasonable in light of the results obtained.  
27  
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1           4.       In sum, upon consideration of the Motion and accompanying Declarations, and  
2 based upon all matters of record including the pleadings and papers filed in this action, the Court  
3 hereby finds that the fee requested is reasonable and proper.

4           5.       The Court also finds that the expenses incurred by Class Counsel in this matter  
5 totaling \$1,397,165.53 were reasonable in light of the needs and scope of the case.

6           6.       Finally, the Court has determined, in its discretion, that service awards of \$15,000  
7 for Class Representative Vicky Maldonado and \$12,500 for Class Representative Justin Carter are  
8 reasonable.  
9

10           Accordingly, it is hereby **ORDERED** and **DECREED** that:

11           1.       Class Counsel for Plaintiffs are awarded attorneys' fees of \$27,550,000 (29% of  
12 the \$95,000,000 Settlement Fund).

13           2.       Class Counsel's request for reimbursement of out-of-pocket litigation costs and  
14 expenses totaling \$1,397,165.53 is granted.

15           3.       The Class Representative, Vicky Maldonado, is hereby awarded \$15,000 and Class  
16 Representative, Justin Carter, is hereby awarded \$12,500 in recognition for their service to the  
17 Class in this matter.  
18

19           4.       This order will be entered on this date pursuant to Rule 54(b) of the Federal Rules of  
20 Civil Procedure, the Court finding that there is no just reason for delay.  
21

22 **IT IS SO ORDERED.**

23  
24 DATED: \_\_\_\_\_  
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27 \_\_\_\_\_  
28 HONORABLE WILLIAM H. ORRICK  
UNITED STATES DISTRICT JUDGE