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 9 *[Additional Plaintiffs' Counsel Listed on Signature Page]*

10 UNITED STATES DISTRICT COURT
 11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 IMANI WHITFIELD, SHAWANNA
 13 McCOY, and JOSEY PARSONS
 14 AUGHTMAN, on behalf of themselves
 15 and all others similarly situated,

16 Plaintiffs,

17 v.

18 YES TO, INC.,

19 Defendant
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Case No. 2:20-cv-00763-AB-AS

**NOTICE OF MOTION AND
 MOTION FOR FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT**

Date: September 24, 2021
 Time: 10:00 a.m.
 Courtroom 7B

Hon. André Birotte, Jr.

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

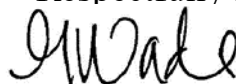
2 PLEASE TAKE NOTICE that on September 24, 2021 at 10:00 a.m., or on such
3 date as may be specified by the Court, in the courtroom of the Honorable André
4 Birotte, Jr., United States Courthouse, 350 West 1st Street, Los Angeles, CA, 90012,
5 Courtroom 7B, Plaintiffs Imani Whitfield, Shawanna McCoy, and Josey Parsons
6 Aughtman (“Plaintiffs”) on behalf of themselves and the class, will and hereby do
7 move for an order, pursuant to Fed. R. Civ. P. Rule 23, granting final approval of the
8 class action settlement that was preliminarily approved on March 1, 2021 (ECF 47).

9 This motion will be heard concurrent with Plaintiffs’ Motion for Attorneys’
10 Fees and Costs and Service Award, which will be separately filed.

11 This motion is based on this Notice of Motion and the Memorandum of Points
12 and Authorities in support thereof; the Amended Stipulation of Settlement (previously
13 filed on January 28, 2021 at ECF 31-1); the Order Granting Preliminary Approval
14 (ECF 41-4); the Declarations of Class Counsel (Gillian L. Wade, and Yitzchak Kopel,
15 Kenneth Grunfeld), Plaintiffs (Imani Whitfield, Shawanna McCoy, and Josey Parsons
16 Aughtmant), and Scott Fenwick of Kroll (formerly Heffler), filed concurrently filed
17 herewith in support of this Motion; the concurrently-filed Motion for Attorneys’ Fees
18 and Costs and Service Awards; and, all of the papers and pleadings on file in this
19 action, and upon such other and further evidence as the Court may be presented at the
20 time of the hearing, including oral argument.

21 Dated: June 8, 2021

Respectfully submitted,



22
23
24 Gillian L. Wade
Sara D. Avila
**MILSTEIN JACKSON FAIRCHILD &
WADE, LLP**

25
26 **GOLOMB & HONIK**
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TABLE OF CONTENTS

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

- I. Introduction..... 1
- II. Background..... 3
 - A. Summary of Allegations and Defenses..... 3
 - B. The Litigation..... 4
 - C. Settlement Negotiations and Preliminary Approval..... 5
- III. Terms of the Settlement..... 5
 - A. The Settlement Class Definition 5
 - B. Benefits to Class Members 6
 - 1. Reimbursement for Masks Purchased..... 6
 - 2. Payment of Incentive Awards and Attorneys’ Fees and Costs..... 6
 - 3. The Notice Program and Settlement Administration..... 7
 - C. The Court Granted Preliminary Approval of the Settlement and Notice to the Settlement Class Was Disseminated 8
- IV. The Proposed Settlement Warrants Final Approval..... 9
 - A. The Settlement Class Should Remain Certified 9
 - B. Class Members Received Adequate Notice..... 9
 - C. The Settlement is Fair, Reasonable and Adequate 10
 - 1. The Settlement Satisfies Fed. R. Civ. P. Rule 23(e)(2) 12
 - a. Plaintiffs and Class Counsel have adequately represented the Class..... 12
 - b. The settlement was negotiated at arms’ length..... 12

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- c. The settlement relief is adequate, considering the costs, risks, and delay of trial and appeal13
 - i. Plaintiffs’ case faced significant barriers14
 - ii. The risk, expense, complexity, and duration of continued litigation favor final approval14
 - iii. The settlement amount is nearly a full refund, which is more than fair, reasonable, and adequate16
- d. The methods for processing claims and distributing monetary relief are effective and adequate.....17
- e. The terms of the proposed award of attorneys’ fees is fair18
- f. There are no Rule 23(e)(3) supplemental agreements to identify19
- g. Class Members are treated equitably relative to each other.....19
- 2. The Remaining Ninth Circuit Factors Weigh in Favor of Preliminary Approval.....20
 - a. Class Counsel had ample information to make an informed decision20
 - b. Class Counsel believe the settlement is in the best interests of the Class.....21
 - c. No government entity has opposed the settlement.....21
 - d. The Class’ favorable reaction to the settlement supports final approval22

V. Conclusion22

TABLE OF AUTHORITIES

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Ahmed v. HSBC Bank USA (C.D. Cal. Jun. 21, 2019)
2019 U.S. Dist. LEXIS 10440120

Barbosa v. Cargill Meat Solutions Corp. (E.D. Cal. 2013)
297 F.R.D. 431.....18

Carter v. Anderson Merchandisers, LP (C.D. Cal. May 11, 2010)
2010 U.S. Dist. LEXIS 5562921

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361 F.3d 56612

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2008 WL 466709014

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417 U.S. 1569

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2:17-cv-07320.....17

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452 U.S. 8910

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F.3d 10119, 10

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 3
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 5 2016 U.S. Dist. LEXIS 13487217
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 8 654 F.3d 93512
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 11 2019 U.S. Dist. LEXIS 697979, 20, 22
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 14 309 F.R.D. 589.....22
 15
 16 *In re Mego Fin. Corp. Sec. Litig.* (9th Cir. 2000)
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 20 559 F. Supp. 2d 1036.....13
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 22 *In re Online DVD-Rental Antitrust Litig.* (9th Cir. 2015)
 23 779 F.3d 93410, 20
 24
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 26 47 F.3d 37813
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 2014 U.S. Dist. LEXIS 9553822
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 151 F.3d 123420
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FEDERAL STATUTES

20
21 28 U.S.C. §17159, 22
22
23 Fed. R. Civ. P. 23*passim*

STATE STATUTES

24
25 Cal. Civ. 17818
26
27 73 P.S. § 2014
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1 I. Introduction

2 This is a consumer class action concerning Yes To's ("Defendant") "grapefruit
3 Vitamin C-Boosting Unicorn Paper Mask" (the "Product" or "Mask"), which was
4 available at big-box retailers and pharmacies throughout California and the United
5 States. Defendant marketed the beauty Mask to young women and girls as being able
6 to remedy "dull & uneven skin" and as capable of "help[ing] reveal a bright, glowing,
7 naturally more even-looking complexion. Your skin will look great in selfies with this
8 mask on AND off!" But contrary to these claims, the Mask caused Plaintiffs and other
9 consumers to suffer from facial skin irritation, redness, and burning after using the
10 Mask. Following a flood of complaints, Defendant commenced a voluntary 'recall'
11 of the Mask and stopped further distribution of the Product, though some could still
12 be found on some store shelves and websites through at least the end of 2020. After
13 obtaining relevant documents and information related to the Product and its sales,
14 Defendant and Plaintiffs Imani Whitfield, Shawanna McCoy, and Josey Parsons-
15 Aughtman ("Plaintiffs"), through undersigned counsel, negotiated at arms-length to
16 achieve a fair, reasonable, and adequate class settlement with the help of a neutral
17 mediator, Jill Sperber of Judicate West.

18 Following briefing and hearing on the proposed Settlement, this Court granted
19 preliminary approval of the proposed Settlement. ECF 48 ("Order"). The proposed
20 Settlement consists solely of monetary relief. Specifically, in exchange for a
21 nationwide release of claims, Defendant will make a non-reversionary \$750,000 cash
22 payment for the benefit of the Class. If approved, this money will be used to pay for
23 the following, in this order: Notice and Other Administrative Costs; the attorneys'
24 fees (up to \$250,000) and litigation expenses (estimated to be \$6,055.41); Incentive
25 Awards (\$15,000 total); and, cash payments for Class Members who submit eligible
26 claims.¹

27
28 ¹ Unless otherwise specified, all capitalized terms have the same meanings as
ascribed in the Stipulation of Settlement (the "Agreement"), which was attached as

1 With regard to the per-claim amount, the Agreement provides that Settlement
2 Class Members who submit valid claims may recover a reimbursement of \$3.00 for
3 each Mask he or she purchased or used, up to a maximum of six (6) Masks. Claims
4 will be paid without requiring proof of purchase. If the amount of cash available for
5 the Settlement Fund is insufficient to pay all valid Settlement Class Member Claims
6 (after payment of any approved Fee and Expense Award, Notice and Other
7 Administrative Costs, and Incentive Awards), individual payment amounts for
8 Claims shall be reduced on a *pro-rata* basis. Similarly, if the total valid Settlement
9 Class Member Claims is less than the available portion of the Settlement Fund, the
10 cash payout for each class member will increase *pro rata*.

11 This structure will ensure no funds revert back to Defendant. A recovery for up
12 to six Masks without proof of purchase reaches or exceeds the maximum recovery
13 Plaintiffs, or any class member, could expect at trial. Indeed, Plaintiffs have achieved
14 a nearly a complete refund for all sales of the Mask, as approximate aggregate sales
15 for the Mask are almost \$735,000. Moreover, the estimated class size is relatively
16 small (approximately 243,000 units were sold at retail) because it was available for a
17 limited duration given Defendant quickly began the process of removing the Mask
18 from stores shelves and ceasing distribution once it became aware of some
19 consumers' adverse reactions to the Mask. There can be no doubt the Settlement is
20 fair, reasonable, and adequate.

21 The Court-approved Settlement Administrator, Kroll Settlement Administration
22 LLC f/k/a Heffler Claims Group or Heffler Claims Administration LLC ("Kroll"),
23 carried out the Notice Plan, and the deadline to object is June 29, 2021 and the
24 deadline to request exclusion or make a claim is August 13, 2021. No objections or
25 requests for exclusion have been received to date, and claims data will be provided
26 after the claims period ends and Kroll has had an opportunity to process and review

27 _____
28 Exhibit 1 to the Declaration of Gillian L. Wade filed on January 28, 2021 (ECF 41-1).

1 claims. Because over a month remains for Class Members to make claims Plaintiffs
2 will provide updated data points in advance of the Final Approval Hearing.

3 For these reasons and others discussed further below, Plaintiffs respectfully
4 request the Court grant final approval of the proposed class action settlement.

5 **II. Background**

6 **A. Summary of Allegations and Defenses**

7 Yes To marketed the Mask for remediation of “dull & uneven skin” and
8 advertised that “[t]his mask will make your skin care fantasies come true, as it helps
9 reveal a bright, glowing, naturally more even-looking complexion.” ECF 23
10 (Consolidated Amended Complaint (“CCAC”)), ¶ 23. Defendant also claimed: “Your
11 skin will look great in selfies with this mask on AND off!” *Id.* But contrary to these
12 claims, the Mask—which was marketed to target young women and girls—did the
13 opposite. *Id.* Specifically, when the Mask was purchased and subsequently used by
14 unsuspecting customers in accordance with Yes To’s instructions for use, it resulted
15 in adverse reactions including severe facial skin irritation, redness, burning,
16 blistering, swelling and pain. *Id.* ¶3. Each of the Plaintiffs experienced severe skin
17 irritation and burning after using the Mask. *Id.* ¶¶48-55.

18 Defendant’s main defenses pertain to its conduct after consumers began
19 complaining about the mask: Defendant purportedly initiated the process of halting
20 distribution of the Mask and pulling the Mask from store shelves. *Id.* ¶¶38-44 For
21 example, Defendant’s webpage for the Mask has sporadically stated that the product
22 had been “discontinued” due to “reports of skin irritation,” and advised purchasers to
23 return the Product or call Yes To directly if it had been used. *Id.*

24 Based on the data that Defendant provided, approximately 243,000 units were
25 sold at retail, and the approximate revenue for the Mask was nearly \$735,000. ECF
26 41-1 at ¶18. Based on Class Counsel’s research, the Mask retailed for less than \$4 per
27 unit. *Id.*

1 **B. The Litigation**

2 On January 24, 2020, Plaintiff Imani Whitfield commenced an action entitled
3 *Whitfield v. Yes To, Inc.* (United States District Court, Central District of California,
4 Case No. 2:20-cv-763) (the “Action”), as a proposed class action, asserting claims for
5 breach of express warranty, breach of implied warranty, violation of Pennsylvania’s
6 Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1, *et seq.*
7 (“UTPCPL”), fraudulent concealment, fraud, unjust enrichment, and conversion.
8 Plaintiff Whitfield alleged the Mask caused skin irritation and/or burns to her face.

9 On February 6, 2020, Josey Parsons-Aughtman commenced an action entitled
10 *Aughtman v. Yes To, Inc.* (United States District Court, Central District of California,
11 Case No 2:20-cv-01223), as a proposed class action, asserting similar allegations
12 about the Mask causing her to suffer burns and irritation on her face as a result of
13 using the Mask. The *Aughtman* action alleged claims for Violations of Consumer
14 Legal Remedies Act (CLRA), Violations of False Advertising Law (FAL), Violations
15 of Unfair Competition Law (UCL) ‘Unfair’ and ‘Fraudulent’ Prongs, Violations of
16 Unfair Competition Law (UCL) ‘Unlawful’ Prong, Breach of Implied Warranty of
17 Merchantability, and Breach of Implied Warranty of Fitness for a Particular Purpose.

18 On February 19, 2020, Plaintiffs Imani Whitfield and Shawanna McCoy filed a
19 First Amended Complaint asserting the same allegations that the Mask caused facial
20 irritation and/or burns, and advanced the same claims, adding additional causes of
21 action for violation of CLRA, UCL, and FAL. ECF 9.

22 On March 20, 2020, Plaintiffs Imani Whitfield and Shawanna McCoy filed a
23 Second Amended Complaint asserting the same claims and adding a prayer for
24 damages for the CLRA claim. ECF 20.

25 On March 17, 2020, the *Whitfield* action was consolidated with the related
26 *Aughtman* action. ECF 19. On May 15, 2020, Plaintiffs Imani Whitfield, Shawanna
27 McCoy, and Josey Parsons Aughtman filed the CCAC, asserting the same claims for
28 relief as in the FAC and SAC. ECF 23.

1 Defendant answered the CCAC on June 12, 2020, denying liability. ECF 25.
2 Plaintiffs then propounded formal requests for production of documents.

3 On September 4, 2020, the Parties filed their Joint Report Rule 26(f) Discovery
4 Plan. ECF 30. This was followed shortly on September 10, 2020 by the Court
5 ordering the case to a private mediator. ECF 32. The same day, the Court released a
6 scheduling order for the upcoming trial. ECF 33.

7 **C. Settlement Negotiations and Preliminary Approval**

8 Substantial settlement negotiations took place between the Parties. In addition
9 to informal settlement discussions, on November 11, 2020, the Parties remotely
10 attended a video mediation with Jill Sperber Esq. of Judicate West. ECF 41-1 at ¶6;
11 ECF 41-2 at ¶8. After a full day of hard-fought negotiations at mediation, the Parties
12 were able to reach a resolution. *Id.* All settlement discussions were at arms-length. *Id.*

13 On January 28, 2021, Plaintiffs filed a Motion for Preliminary Approval, and a
14 hearing was held on February 26, 2021. ECF Nos. 41, 42, 46. The Court granted
15 preliminary approval on March 1, 2021. ECF 47. Later that day, the Court issued an
16 Amended Order because the scanned copy of the Order was illegible on one line of
17 the last page. ECF 48 (the “Preliminary Approval Order”).

18 **II. Terms of the Settlement**

19 **A. The Settlement Class Definition**

20 For purposes of the Settlement only, the Court granted the parties’ request to
21 conditionally certify the following Settlement Class:

22 All persons in the United States who purchased or used the Yes To
23 Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask.

24 ECF 48 at ¶1. *See also* Agreement §1.20. Excluded from this definition are the
25 Released Persons, any person or entity that purchased the Yes To Grapefruit Vitamin
26 C Glow-Boosting Unicorn Paper Mask for purposes of resale and not for his/her/its
27 own consumption (i.e., “Resellers”), and any judicial officer assigned to this case. *Id.*

1 **B. Benefits to Class Members**

2 Yes To will make a total cash payment of \$750,000. Agreement §2.1. If final
3 approval is granted, money from the cash payment (the “Settlement Fund”) will be
4 used to pay the following, in this order: (1) the costs to give notice of the settlement
5 and administer claims; (2) reasonable attorneys’ fees and litigation expenses approved
6 by the Court; (3) any Court-approved service awards to Plaintiffs; and (4) eligible
7 claims by Settlement Class Members. Agreement §§1.21, 2.3.

8 **1. Reimbursement for Masks Purchased**

9 Settlement Class Members who submit valid claims may recover \$3.00 for each
10 Mask he or she purchased or used, up to a maximum of six (6) Masks. *See* Declaration
11 of Scott Fenwick concurrently filed herewith (“Fenwick Dec.”) at Ex. A (Long Form
12 Notice); Ex. B (Short Form Notice); Ex. C (Claim Form). Agreement §2.5.²

13 If the amount of cash available for the Settlement Fund is insufficient to pay all
14 valid Settlement Class Member Claims (after payment of the Fee and Expense Award,
15 Notice and Other Administrative Costs, and the Incentive Award), individual
16 payment amounts for Claims shall be reduced on a pro-rata basis. *Id.*, Agreement
17 §2.4(a). Similarly, receipt of total valid Settlement Class Member Claims less than
18 the available portion of the Settlement Fund will increase the cash payout for each
19 class member on a pro rata basis. *Id.*, §2.7. *See also id.*, §2.3(d).

20 If any unpaid funds from uncleared settlement checks remain in the Settlement
21 Fund, Class Counsel will make an application to the Court to seek approval for a
22 proposed disposition of the unpaid funds from uncleared checks. *Id.*, §2.8. The unpaid
23 funds will remain in the Settlement Fund pending further order of the Court. *Id.*

24 **2. Payment of Incentive Awards and Attorneys’ Fees and Costs**

25 The Settlement permits service awards of \$5,000 each for Plaintiffs Whitfield,

26 _____
27 ² Claimants must attest that “The information on this claim form is true and correct
28 to the best of my knowledge and belief.” *See* Fenwick Dec., Ex. C (Claim Form)

1 McCoy, and Aughtman. Agreement, ¶2.3(c). The Incentive Awards (\$15,000 total)
2 will compensate Plaintiffs for their time and effort in the case, and for the risks they
3 undertook in prosecuting the Action. *Id.*

4 The Settlement also allows Class Counsel to file a motion requesting attorneys'
5 fees of up to one-third of the Settlement Fund (\$250,000) plus Class Counsel's
6 relatively low litigation expenses (\$6,055.41). *Id.*, §3.1. As is fully briefed in Class
7 Counsel's concurrently-filed application for attorneys' fees, costs, and incentive
8 awards (and incorporated herein), the amount requested in fees represents a negative
9 multiplier, and necessary costs were incurred, including filing fees and the cost of
10 mediation.

11 **3. The Notice Program and Settlement Administration**

12 The parties selected and the Court appointed Kroll as the Settlement
13 Administrator. Agreement §1.19; ECF 48 at ¶13.³ has been responsible for
14 administering administrative tasks necessary to implement the terms of the
15 Agreement, including (a) notifying the appropriate state and federal officials about
16 the settlement, (b) arranging for distribution of Class Notice (in the form approved by
17 the Court) and Claim Forms (in a form ordered by the Court) to Settlement Class
18 Members, (c) handling inquiries from Settlement Class Members and/or forwarding
19 such written inquiries to Class Counsel and Defendant's Counsel, (d) receiving and
20 maintaining on behalf of the Court and the Parties any Settlement Class Member
21 correspondence regarding requests for exclusion from the settlement, (e) establishing
22 the Settlement Website that posts notices, Claim Forms and other related documents,
23 (f) receiving and processing claims and distributing payments to Settlement Class
24 Members, and (g) otherwise assisting with implementation and administration of the
25 Stipulation terms. *Id.*, §4.5.

26
27
28 ³ Heffler's (now Kroll) significant experience and qualifications are described in
Fenwick declaration filed on January 28, 202. ECF 41-3 at ¶¶5-12, Ex. A.

1 **C. The Court Granted Preliminary Approval of the Settlement and**
 2 **Notice to the Settlement Class Was Disseminated.**

3 The Settlement Class Notice Program was designed to give the best notice
 4 practicable, tailored to reach putative settlement Class Members, and reasonably
 5 calculated under the circumstances to apprise them of the Settlement and their right
 6 to make a claim for money, opt-out, or object. Fenwick Dec. ¶9; ECF 41-3. The
 7 straightforward, single page Claim Form is easy for settlement Class Members to
 8 understand. *Id.*, Ex. C (Claim Form).

9 After the Court entered the Preliminary Approval Order, the Parties and carried
 10 out their duties in connection with the administration of the settlement as set forth in
 11 the Agreement. (1) digital advertisements (banner ads) which have been distributed
 12 over desktop and mobile devices, via such websites as Google Ads, Facebook,
 13 Instagram, TikTok and through social influencers with beauty and personal care
 14 content whose followers are target customers of the Mask (Exhibit D to Fenwick
 15 Dec.); (2) a press release issued through PR Newswire's US1 Newslines (Exhibit E
 16 to Fenwick Dec.); (3) a dedicated website allowing Settlement Class Members to
 17 obtain additional information and access key documents, including the Long Form
 18 Notice, the Claim Form, the Agreement, and the Preliminary Approval Order.
 19 Fenwick. Dec., ¶8.

20 Though Civil Code section 1781 does not appear to govern nationwide
 21 consumer class actions, it was provided in an abundance of caution. *See Choi v. Mario*
 22 *Bodusco Skin Care, Inc.*, 248 Cal. App. 4th 292 (2016) (affirming final approval and
 23 rejecting objector's contention notice failed to comport with the Cal. Civ. 1781(d)).
 24 To fulfill the CLRA's publication requirement, the Short Form Notice appeared as
 25 1/8 page notices once a week for four consecutive weeks in Orange County Register,
 26 which boasts an average daily circulation of approximately 81,350. Fenwick Dec.,
 27 ¶13, Ex. D.⁴ Kroll also notified the appropriate federal and state officials, as required

28 ⁴ In addition to the Orange County Register, the Short Form Notice appeared twice
 in the San Jose Mercury News. Fenwick Dec., *Id.*

1 by the Class Action Fairness Act of 2005 (CAFA). *See* CAFA, 28 U.S.C.
2 §1715(b)(1)-(8). Fenwick Dec., ¶18.

3 Class Members have been able to complete the Claim Form and submit it online
4 on the Settlement Website, or request that a paper copy be mailed so it can be
5 completed and mailed to 's designated P.O. Box. Fenwick Dec. at ¶19. The deadline
6 to object is June 29, 2021 and the deadline to make claims or opt is August 13, 2021.

7 To date, Kroll has billed \$119,468.60 for services and fees in this Action.
8 Fenwick Dec., ¶23.

9 **IV. The Proposed Settlement Warrants Final Approval**

10 **A. The Settlement Class Should Remain Certified.**

11 Final approval of a class action settlement requires, as a threshold matter, an
12 assessment of whether the settlement class satisfies the requirements of Fed. R. Civ.
13 P. Rule 23(a) and (b). *See Hanlon v. Chrysler Corp.*, F.3d 1011, 1019-1022 (9th Cir.
14 1998). The Court found that the proposed Class satisfies the prerequisites for a class
15 action under Fed. R. Civ. P. Rule 23(a) and (b)(3). ECF 48, ¶¶1-4. No facts that would
16 affect these requirements have changed since the Court preliminarily approved the
17 settlement in March 2021, and this motion incorporates by reference the prior analysis
18 as set forth in the Motion for Preliminary Approval, the tentative ruling, and the
19 Preliminary Approval Order. *See* ECF Nos. 46, 48.

20 Accordingly, the Court need not revisit class certification here, and the Class
21 should remain certified for settlement. *See In re Lenovo Adware Litig.*, No. 15-md-
22 02624-HSG, 2019 U.S. Dist. LEXIS 69797, *20 (April 24, 2019).

23 **B. Class Members Received Adequate Notice.**

24 Final approval is proper if the Court determines that notice to the Class was “the
25 best notice that is practicable under the circumstances[.]” Fed. R. Civ. P. 23(c)(2)(B);
26 *see also Eisen v. Carlisle & Jacqueline*, 417 U.S. 156, 173 (1974). Rule 23
27 specifically permits notice to be provided by “electronic means,” as it was here. Fed.
28

1 R. Civ. P. 23(c)(2)(B). Though Rule 23 mandates that reasonable efforts are made to
2 reach all class members, it does not require that each individual actually receive
3 notice. *See Silber v. Mabon*, 18 F.3d 1454 (9th Cir. 1994) (the standard for class notice
4 is “best practicable” notice, not “actually received” notice). The content of notice
5 “must clearly and concisely state in plain, easily understood language” essential
6 settlement information, such as the nature of the action, the class definition, how and
7 when class members may request exclusion, and the binding effect of a class
8 judgment. Fed. R. Civ. P. 23(c)(2)(B)(i)-(vii).

9 At preliminary approval, the Court approved the form and method of the
10 proposed notice plan, which called for a multi-prong program by . See ECF 48 at 11-
11 16. The plan included notice via a press release, and a robust online media campaign
12 using targeted Internet banner ads online and beauty influencer outreach which links
13 to the Settlement Website, as well as publication in the newspaper OC Register. *Id.*

14 The content of the notice documents provided all of the requisite information in
15 plain, easily understood language. Fenwick Dec., Exs. A, B, D (attaching copies of
16 the notice documents). Additionally, the notice plan was successfully implemented as
17 the Court directed.⁵ To-date no objections or opt-outs have been received, though
18 those deadlines are June 29 and August 13, respectively. *Id.*

19 **C. The Settlement is Fair, Reasonable and Adequate.**

20 “The claims, issues, or defenses of a certified class may be settled . . . only with
21 the court’s approval.” Fed. R. Civ. P. 23(e). The Court may finally approve a class
22 action settlement “only after a fairness hearing and a determination that the settlement
23 taken as a whole is fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2); *In re*
24 *Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 944 (9th Cir. 2015). In evaluating
25 a class action settlement, “a district court has both the duty and the broad authority to
26 exercise control over a class action and to enter appropriate orders governing the
27 conduct of counsel and parties.” *Hanlon*, 150 F.3d at 1025 (citing *Gulf Oil Co. v.*

28 ⁵ An extensive description of the notice plan is included in the Fenwick Declaration.

1 *Bernard*, 452 U.S. 89, 100 (1981)). Nevertheless, the District Court does not have the
2 “ability to delete, modify, or substitute certain provisions.” *Id.* At 1026. In evaluating
3 a class settlement as fair reasonable and adequate, a court must consider whether:

- 4 (A) the class representatives and class counsel have
5 adequately represented the class;
6 (B) the proposal was negotiated at arm’s length;
7 (C) the relief provided for the class is adequate, taking
8 into account:
9 (i) the costs, risks, and delay of trial and appeal;
10 (ii) the effectiveness of any proposed method of
11 distributing relief to the class, including the
12 method of processing class-member claims;
13 (iii) the terms of any proposed award of attorney’s
14 fees, including timing of payment; and
15 (iv) any agreement required to be identified under Rule
16 23(e)(3); and
17 (D) the proposal treats class members equitably relative
18 to each other.

19 Fed. R. Civ. P. 23(e)(2).⁶

20 Courts should apply “the framework set forth in Rule 23, while continuing to
21 draw guidance from the Ninth Circuit’s factors and relevant precedent.” *Hefler v.*
22 *Wells Fargo & Co.*, No. 16-cv-05479-JST, 2018 U.S. Dist. LEXIS 213045, at *13
23 (N.D. Cal. Dec. 17, 2018). A district court “may consider some or all of the following
24 factors” when assessing whether a class action settlement is fair, reasonable and
25 adequate: (1) strength of the plaintiffs’ case; (2) risk, expense, complexity, and likely
26 duration of further litigation; (3) risk of maintaining class action status throughout
27 trial; (4) the amount offered in settlement; (5) extent of discovery completed and the
28 stage of proceedings; (6) the experience and views of counsel; (7) presence of a
government participant; and, (8) reaction of the class members to the settlement. *See*
Rodriguez v. W. Publ’g Corp., 563 F. 3d 948, 963 (9th Cir. 2009) (citing *Molski v.*

⁶ Subsection (e)(2) was added to Rule 23 as part of the 2018 amendments. Fed. R. Civ. P. 23, *Advisory Comm. Notes*. The Advisory Committee explains that adding these specific factors to Rule 23(e)(2) was not designed “to displace any factor, but rather to focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal.” *Id.*

1 *Gleich*, 318 F.3d 937, 953 (9th Cir. 2003) and *Staton v. Boeing Co.*, 327 F.3d 938,
 2 959 (9th Cir. 2003)); *see also Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575
 3 (9th Cir. 2004) (same). “The relative degree of importance to be attached to any
 4 particular factor will depend upon and be dictated by the nature of the claim(s)
 5 advanced, the type(s) of relief sought, and the unique facts and circumstances
 6 presented by each individual case.” *Officers for Justice v. Civil Serv. Comm’n of City*
 7 *& Cty. of S.F.*, 688 F.2d 615, 625 (9th Cir. 1982). As set forth below, the settlement
 8 is well within the range of what the Court might finally approve.

9 **1. The Settlement Satisfies Fed. R. Civ. P. Rule 23(e)(2).**

10 **a. Plaintiffs and Class Counsel have adequately represented the Class.**

11 The Court found Plaintiffs and their attorneys of record to be adequate in
 12 granting preliminary approval, and appointed them as Class Representatives and
 13 Class Counsel. ECF 48 at ¶¶3-4. Since the Preliminary Approval Order was entered,
 14 Plaintiffs and Class Counsel have fulfilled their duties to carry out the Settlement.
 15 Wade Dec., ¶28. For example, Class Counsel has worked with Defendant and to
 16 ensure the Notice Plan is carried out. Thus, Plaintiffs and Class Counsel have
 17 demonstrated their adequacy.

18 **b. The settlement was negotiated at arms’ length.**

19 The Ninth Circuit “put[s] a good deal of stock in the product of an arm’s-length,
 20 non-collusive, negotiated resolution” in approving a class action settlement.
 21 *Rodriguez*, 563 F.3d at 965. Protracted settlement negotiations with the assistance of
 22 a mediator also weigh highly in favor of granting preliminary approval. *See In re*
 23 *Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011) (“presence
 24 of a neutral mediator [is] a factor weighing in favor of a finding of non-
 25 collusiveness”). Here, the parties first engaged in arms-length, informal settlement
 26 discussions, then participated in a full-day remote video mediation with skilled class
 27 action mediator Jill Sperber, Esq. Wade Dec. ¶23. The sometimes-contentious
 28 negotiations lasted into the evening, and involved rounds of shuttle diplomacy. *Id.*

1 After further negotiations regarding the details of the agreement, the parties executed
2 the Agreement on or about January 20, 2021. *Id.* It is an understatement to say the
3 parties' negotiations were arms-length throughout the entire process. *Id.*

4 **c. The settlement relief is adequate, considering the costs,**
5 **risks, and delay of trial and appeal.**

6 Consistent with Rule 23's instruction to consider "the costs, risks, and delay of
7 trial and appeal," Fed. R. Civ. P. 23(e)(2)(C)(i), courts in this Circuit similarly
8 evaluate the strength of the plaintiffs' case; the risk, expense, complexity, and likely
9 duration of further litigation; and the risk of maintaining class action status throughout
10 the trial. *See, e.g. Rodriguez*, 563 F.3d at 963. Consideration of the *Rodriguez* factors
11 in conjunction of the new Rule 23(e)(2)(C)(i) requirements also support final
12 approval. Generally, the principle risks to be assessed are the difficulties and
13 complexities of proving liability and damages. *See, e.g., Mego*, 213 F. 3d at 458-59;
14 *Torrisi v. Tuscon Electric Power Co.*, 8 F.3d 1370, 1376 (9th Cir. 1993) (approval
15 based on uncertainty of claims and avoidance of summary judgment); *Officers for*
16 *Justice*, 688 F.2d at 625 (approval based in part on possibility judgment after trial,
17 when discounted, might not reward members for their patience and delay).

18 "The recommendations of plaintiffs' counsel should be given a presumption of
19 reasonableness." *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1043 (N.D.
20 Cal. 2008). Deference to Plaintiffs' counsel's evaluation of the Settlement is
21 appropriate because "[p]arties represented by competent counsel are better positioned
22 than courts to produce a settlement that fairly reflects each party's expected outcome
23 in litigation." *Rodriguez*, 563 F.3d at 967 (citing *In re Pac. Enters. Sec. Litig.*, 47
24 F.3d at 378).

25 Here, the Settlement was negotiated by counsel with extensive experience in
26 consumer class action litigation. *See* ECF 41-1 at ¶¶9-17, Ex. 2; ECF 41-2 at ¶13.
27 (describing Class Counsel's experience). Based on their collective experience, Class
28 Counsel concluded that the Stipulation of Settlement provides exceptional results for

1 the class while sparing the class from the uncertainties of continued and protracted
2 litigation.

3 **i. Plaintiffs' case faced significant barriers.**

4 In considering whether to enter into the Settlement, Plaintiffs, represented by
5 counsel experienced in class actions involving false advertising and consumer fraud,
6 weighed the risks inherent in establishing all the elements of their claims at class
7 certification and trial. Wade Dec. ¶24. They also considered the expense of retaining
8 experts, giving class notice if they were successful in certifying a class, and a trial
9 (and likely duration of post-trial motions and appeals). *Id.* Plaintiffs agreed to settle
10 this litigation on these terms based on their careful investigation and evaluation of the
11 facts and law relating to Plaintiffs' allegations and Yes To's defenses (including the
12 Product recall and cessation of distribution). *Id.*

13 Plaintiffs and Class Counsel are also pragmatic in their awareness that to secure
14 class certification and succeed at trial, Plaintiffs would have needed to overcome
15 Defendant's defenses (including but not limited to Defendant's voluntary 'recall' of
16 the Mask) and prove damages. Wade Dec. ¶25.

17 **ii. The risk, expense, complexity, and duration of**
18 **continued litigation favor final approval.**

19 The second *Rodriguez* factor is closely related to the first and evaluates the risk,
20 expense, and likely duration of further litigation. Plaintiffs believe that they could
21 prove to a jury that Yes To engaged in deceptive conduct in connection with the
22 marketing, packaging, and sale of the Product. But Plaintiffs also understand that
23 proceeding to trial poses serious risks. Such considerations have been found to weigh
24 heavily in favor of settlement. *See Rodriguez*, 563 F.3d at 966; *Curtis-Bauer v.*
25 *Morgan Stanley & Co., Inc.*, 2008 WL 4667090, at *4 (N.D. Cal. Oct. 22, 2008)
26 (“Settlement avoids the complexity, delay, risk and expense of continuing with the
27 litigation and will produce a prompt, certain, and substantial recovery for the Plaintiff
28 class.”).

1 Although Plaintiffs and Class Counsel have confidence in their claims, a
2 favorable outcome is not assured. Wade Dec. ¶26. Plaintiffs and Class Counsel also
3 recognize that they would have faced risks at class certification, summary judgment,
4 and trial. Defendant vigorously denies Plaintiffs' allegations, asserts that individual
5 issues predominate such that class certification would be improper (other than for
6 purposes of effectuating this Settlement), and believes its voluntary recall was
7 sufficient. *See* ECF Nos. 25, 30. In addition, Defendant would no doubt present a
8 vigorous defense at trial, and there is no assurance that Plaintiffs would prevail – or
9 even if they did, that they would not be able to obtain an award of damages
10 significantly more than achieved here absent such risks. Thus, in the eyes of Class
11 Counsel, the proposed Settlement provides the Class with an outstanding opportunity
12 to obtain significant relief at this stage in the litigation. Wade Dec. ¶26.

13 The Settlement also abrogates the risks that might prevent them from obtaining
14 relief. Since the risks of proceeding to trial are substantial, the settlement warrants
15 preliminary approval. *See e.g., Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221
16 F.R.D. 523, 526 (C.D. Cal. 2004) (“The Court shall consider the vagaries of litigation
17 and compare the significance of immediate recovery by way of the compromise to the
18 mere possibility of relief in the future, after protracted and expensive litigation. In this
19 respect, ‘It has been held proper to take the bird in hand instead of a prospective flock
20 in the bush.’” (citations omitted)). Here, the Settlement eliminates these risks by
21 ensuring class members a recovery that is “certain and immediate, eliminating the
22 risk that class members would be left without any recovery ... at all.” *Fulford v.*
23 *Logitech, Inc.*, 2010 U.S. Dist. LEXIS 29042, at *8 (N.D. Cal. Mar. 5, 2010). This
24 avoidance of risks is especially persuasive where, as here, Plaintiffs have secured
25 nearly full refunds for up to six Masks through settlement. It is hard to imagine
26 obtaining a recovery greater than this at trial. Wade Dec. ¶27.

27 Even if Plaintiffs were to certify a class and prevail at a class trial, any recovery
28 could be delayed for years by appeal, which could have further delayed and

1 jeopardized a class’ recovery. *Id.* And if a class stayed certified through trial, any
2 adverse judgment would bind the entire class. *Id.* Because such additional litigation
3 would have “in the best-case scenario been expensive and time-consuming—and in
4 the worst-case scenario, could have led to Plaintiff[s] and the Class going home
5 empty-handed,” this factor likewise supports final approval. *See McDonald v. CP*
6 *OpCo, LLC*, No. 17-cv-04915-HSG, U.S. Dist. LEXIS 80501, at *13 (N.D. Cal. May
7 13, 2019).

8 **iii. The settlement amount is nearly a full refund,**
9 **which is more than fair, reasonable, and adequate.**

10 “In assessing the consideration obtained by the class members in a class action
11 settlement, ‘it is the complete package taken as a whole, rather than the individual
12 component parts, that must be examined for overall fairness.’ *Nat’l Rural Telecomms.*
13 *Cooperative v. DIRECTV, Inc.*, 221 F.R.D. 523, 527 (C.D. Cal. 2004) (quoting
14 *Officers for Justice v. Civil Service Comm’n of the City and Cnty. of San Francisco*,
15 688 F.2d 615, 628 (9th Cir. 1982). “It is well settled law that a cash settlement
16 amounting only to a fraction of the potential recovery does not *per se* render the
17 settlement inadequate or unfair.” *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459
18 (9th Cir. 2000). Here, a comparison of the settlement award (comprised of both
19 monetary and injunctive relief) to the potential damages that might be recovered at
20 trial, given the risks of the litigation, supports the reasonableness of the settlement.

21 Under the Settlement, Defendant will pay \$750,000 into a Settlement Fund for
22 the benefit of the Settlement Class. Agreement, §2.1. Class Members who submit
23 valid claims may recover \$3 for each Mask he or she purchased or used, up to a
24 maximum of six (6) Masks. *Id.*, §2.4(a). No proof of purchase is required. *Id.*, §2.5.
25 Payment will be adjusted based on the number of claims submitted and the portion of
26 the Settlement Fund available for distribution. This structure ensures total exhaustion
27 of the Settlement Fund, with every penny going directly to class members (after
28 distribution of costs and fees). *Id.*, §2.7.

1 The value of the Settlement Fund correlates closely to the approximate total
2 sales of the Product in the United States (less than \$735,000) and the small potential
3 class size (approximately 243,000 Masks were sold at retail). The individual amount
4 available under the Settlement (\$3 per mask) is also parallel to the retail price of the
5 Product (less than approximately \$4). Thus, the settlement is fair, reasonable, and
6 adequate given the risks associated with attempting to establish and collect on claims
7 through litigation and appeal, the settlement should be presumed to be in the
8 “reasonable range of settlement.” *Garner v. State Farm. Mut. Auto. Ins. Co.*, 2010
9 WL 1687832, at *9 (N.D. Cal. Apr. 22, 2010) (citing *Rodriguez v. West Publ’g Corp.*,
10 563 F.3d 948, 965 (9th Cir. 2009)).

11 Even if the number of claims demands that individual awards are decreased pro
12 rata, the Settlement will still remain well within the range of reasonableness. *See*
13 *Elkies v. Johnson & Johnson Services, Inc., et al.*, No. 2:17-cv-07320, ECF 175 at 27,
14 ECF 181 (C.D. Cal. 2020) (granting final approval where individual claim awards
15 were reduced *pro rata* from \$3.89 per product to \$0.73 per product); *Hendricks v.*
16 *Starkist Co.*, No. 13-cv-00729-HSG, 2016 U.S. Dist. LEXIS 134872, at *17 (N.D.
17 Cal. Sep. 29, 2016) (*aff’d sub nom. Hendricks v. Ference*, 754 App’x 510 (9th Cir.
18 2018) (settlement “constituting only a single-digit percentage of the maximum
19 possible exposure” was reasonable); *Gaudin v. Saxon Mortg. Servs., Inc.* No. 11-cv-
20 01663-JST, 2015 U.S. Dist. LEXIS 159020, at *16-17 (N.D. Cal. Nov. 23, 2015)
21 (final approval warranted where net settlement amount represented 13.6% of
22 plaintiff’s estimated maximum recovery at trial).

23 **d. The methods for processing claims and distributing**
24 **monetary relief are effective and adequate.**

25 As explained by the 2018 Advisory Committee Notes to Rule 23, a “claims
26 processing method should deter or defeat unjustified claims, but the court should be
27 alert to whether the claims process is unduly demanding.” The proposed method of
28

1 processing claims here strikes that delicate balance.

2 Class Members who are seeking monetary relief under the Settlement need only
3 submit a relatively simple claim form online. The short Claim Form only required
4 Class Members to provide their contact information and basic information about their
5 purchases of the Products (e.g. number of Masks purchased). *Id.* Proof of purchase is
6 not required. Class Members have the option of making claims online or by printing
7 the Claim Form and mailing it to the Settlement Administrator. Fenwick Dec., ¶19.
8 Payments to Class Members who submitted valid Claim Forms will be disbursed
9 directly to eligible claimants. *Id.* at ¶21.

10 Both the claims process and method for distributing the monetary portion of the
11 settlement are claimant-friendly, efficient, and support final approval.

12 **e. The terms of the proposed award of attorneys' fees is**
13 **fair.**

14 The Agreement provides that Class Counsel may apply for an award of
15 attorneys' fees of "up to one-third of the total \$750,000 value of the Settlement Fund."
16 Agreement §3.1. *See, e.g., Barbosa v. Cargill Meat Solutions Corp.*, 297 F.R.D. 431,
17 448-455 (E.D. Cal. 2013) (awarding fees equal to one-third of the common fund in
18 class action settlement and collecting cases). This amount is less than Class Counsel's
19 lodestar, representing a "negative multiplier" or "haircut", of 0.89 over the base
20 lodestar. Declaration of Yitzchak Kopel, concurrently filed herewith., ¶3. The
21 Agreement also provides that Class Counsel may apply for an award of litigation
22 expenses. Agreement §§1.9, 1.22.

23 The timing for payment of the Fee and Expense Award under the Agreement, if
24 approved, is fair and reasonable. Specifically, such fees, costs, and expenses, if
25 approved by the Court, will be paid within 30 days following the District Court's fee
26 award, which under no circumstances will be prior to the Settlement Approval order
27 and Final Judgment. *Id.* §3.1. Accordingly, Class Counsel will only get paid if the
28 Settlement is fully finalized, which is fair to the Settlement Class.

1 As detailed in Plaintiffs’ concurrently-filed motion (incorporated herein by
2 reference), the proposed attorneys’ fees and costs are fair.

3 **f. There are no Rule 23(e)(3) supplemental agreements to**
4 **identify.**

5 Rule 23(e) requires that the parties identify “any agreement made in connection
6 with the proposal.” Fed. R. Civ. P. 23(e)(3). The only agreements made in connection
7 with the proposed settlement are Stipulation of Settlement (ECF 162) and subsequent
8 Amended Stipulation of Settlement (ECF 169).

9 **g. Class Members are treated equitably relative to each**
10 **other.**

11 The 2018 Advisory Committee Notes to Rule 23 explain that this factor
12 concerns “inequitable treatment of some class members vis-à-vis others. Matters of
13 concern could include whether the apportionment of relief among class members
14 takes appropriate account of differences among their claims, and whether the scope
15 of the release may affect class members in different ways that bear on the
16 apportionment of relief.” *Id.* None of those concerns are present here.

17 Here, each Class Member is treated in the same manner with respect to the
18 claims they are releasing and their eligibility for a monetary award. Each member of
19 the Class is treated in the same manner with respect to the claims they are releasing
20 (those “relating in any way to the purchase or use” of the Mask, including the
21 “allegations made in the Action”) and their eligibility for an award. Under the
22 Agreement, each Class Member can submit a claim for \$3 per mask, regardless of the
23 amount actually paid and without providing any proof of purchase. Agreement
24 §2.4(a), §2.5, §6.1. Claims may increase or decrease *pro rata*, which will ensure all
25 Settlement Class Members are treated equally if there is insufficient or an overage of
26 Settlement Funds after the other expenses are paid. *Id.*, §2.4(a), §2.7. Overall, this
27 approach provides claimants the ability to obtain a payment commensurate with their
28 potential losses, as compared to other Class Members. This structure is fully in line

1 with the 2018 Committee Notes’ directive to “deter or defeat unjustified claims”
2 without being “unduly demanding.”

3 The Settlement, which allows Plaintiffs to apply for service awards of up to
4 \$5,000 each, does not improperly grant them preferential treatment. Rather, it is an
5 appropriate amount to compensate them for their time and dedication to the case, as
6 well as for the risks they undertook in bringing this Action. *See, eg.*, ECF Nos. 85,
7 143, 152. *See also Ahmed v. HSBC Bank USA*, No. ED CV 15-2057 FMO (SPx), 2019
8 U.S. Dist. LEXIS 104401, *34 (C.D. Cal. Jun. 21, 2019) (finding \$5,000 incentive
9 award “presumptively reasonable”) (citing *In re Online DVD-Rental*, 779 F.3d 934,
10 947-48 (9th Cir. 2015) (upholding \$5,000 incentive awards).

11 **2. The Remaining Ninth Circuit Factors Weigh in Favor of** 12 **Preliminary Approval.**

13 The first four factors articulated by the Ninth Circuit in *Rodriguez*, 563 F. 3d at
14 963, are intertwined with Rule 23(e)(C)(2)(i)’s new criteria, thus Plaintiffs
15 respectfully refer to the analysis of these issues in section VI(B)(2) above. As set forth
16 below, consideration of the remaining *Rodriguez* factors further support approval.

17 **a. Class Counsel had ample information to make an** 18 **informed decision.**

19 The fifth *Rodriguez* factor evaluates whether Class Counsel “had sufficient
20 information to make an informed decision about the case.” *In re Lenovo Adware*
21 *Litig.*, 2019 U.S. Dist. LEXIS 69797, at *27. Indeed, before entering into settlement
22 discussions on behalf of a class, counsel should have “sufficient information to make
23 an informed decision.” *Linney v. Cellular Alaska Partnership*, 151 F.3d 1234, 1239
24 (9th Cir. 1998). *See also Lewis v. Starbucks Corp.*, No. 2:07-CV-00490-MCE-DAD,
25 2008 U.S. Dist. LEXIS 83192, at *6 (E.D. Cal. Sept. 11, 2008) (approval proper “as
26 long as discovery allowed the parties to form a clear view of the strengths and
27 weaknesses”).
28

1 Class Counsel possessed all information necessary to evaluate the case,
2 determine all the contours of the proposed class, and reach a fair and reasonable
3 compromise after negotiating the terms of the settlement at arms' length and with the
4 assistance of a neutral mediator. ECF 41-1 at ¶19; ECF 141-2 at ¶9. They therefore
5 had sufficient information to make an informed decision about the merits of this case
6 as compared to the benefit provided by the proposed settlement. Additionally,
7 substantial settlement negotiations have taken place between the Parties. The
8 Settlement is plainly the result of fully-informed negotiations.

9
10 **b. Class Counsel believe the settlement is in the best
interests of the Class.**

11 The sixth *Rodriguez* factor considers “the experience and views of counsel” in
12 deciding whether to approve a class settlement. *Rodriguez*, 563 F.3d at 967. This
13 consideration reflects the idea that “parties represented by competent counsel are
14 better positioned than courts to produce a settlement that fairly reflects each party’s
15 expected outcome in litigation. *Id.* Where counsel are well-qualified to represent the
16 class in a settlement based on their class action experience and familiarity with the
17 strengths and weaknesses of the action, “[c]ounsel’s opinion is accorded considerable
18 weight.” *Carter v. Anderson Merchandisers, LP*, No. EDCV 07-0025-VAP, 2010
19 U.S. Dist. LEXIS 55629, at *8 (C.D. Cal. May 11, 2010)).

20 Here, the Settlement was negotiated by counsel with extensive experience in
21 consumer class action litigation. See ECF 141-1 at ¶¶9-17, Ex. 2; ECF 141-2 at ¶13.
22 (describing Class Counsel’s experience). Based on their collective experience, Class
23 Counsel concluded that the Stipulation of Settlement provides exceptional results for
24 the class while sparing the class from the uncertainties of continued and protracted
25 litigation.

26
27 **c. No government entity has opposed the settlement.**

28 The seventh *Rodriguez* factor takes into account the presence of any

1 government participant and their views on settlement, if any. *Rodriguez*, 563 F.3d at
 2 967. Here, in accordance with the Class Action Fairness Act, 28 U.S.C. §§1715, *et*
 3 *seq.*, caused notice of the settlement to be sent to the Attorneys General of all states
 4 and territories as well as the Attorney General of the United States. Fenwick Dec.
 5 ¶18. To date, no government agency has objected to the settlement. *Id.*⁷

6 **d. The Class’ favorable reaction to the settlement supports**
 7 **final approval.**

8 The final *Rodriguez* factor evaluates how settlement Class Members have
 9 reacted to the settlement. “[T]he absence of a large number of objections to a proposed
 10 class action settlement raises a strong presumption that the terms of the proposed class
 11 settlement action are favorable to the class members.” *In re Lenovo Adware Litig.*,
 12 2019 U.S. Dist. LEXIS 69797, at *16-17; *see also In re LinkedIn User Privacy Litig.*,
 13 309 F.R.D. at 589 (“low number of opt-outs and objections in comparison to class
 14 size is typically a factor that supports settlement approval”). Likewise, a high claims
 15 rate suggests class member support for the settlement. *See Larsen v. Trader Joe’s Co.*,
 16 No. 11-5188, 2014 U.S. Dist. LEXIS 95538 (N.D. Cal. July 11, 2014) (“participation
 17 rate . . . weighs in favor of finding that the settlement is favorable to the class
 18 members”).

19 The claims period ends August 13, and continues to receive and process
 20 claims. Data regarding the number of claims will be submitted in advance of the Final
 21 Approval Hearing. Coupled with the absence of any objections to date and zero opt-
 22 outs, this factor weighs strongly in favor of final approval.

23 **V. Conclusion**

24 Based on the foregoing, the Settlement is fair, reasonable and adequate. Thus,
 25 Plaintiff respectfully requests that the Court: (1) grant final approval of the
 26 Settlement; (2) finally certify the settlement Class; (3) order Defendant to comply

27 ⁷ By pointing out that no government entity has objected to the Settlement, Plaintiffs
 28 in no way suggest that the Settlement enjoys the support of any government entity.
 Additionally, three weeks remain for objections to be lodged against the Settlement.

with the relief described in the Agreement; (4) authorize to administer the settlement benefits to Class Members; (5) authorize the entry of a final judgment and dismissal of the Action with prejudice; and, (6) grant Plaintiffs’ motion for attorneys’ fees, costs and for service awards, filed concurrently herewith.

Dated: June 8, 2021

Respectfully submitted,



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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

IMANI WHITFIELD, SHAWANNA
McCOY, and JOSEY PARSONS
AUGHTMAN, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

YES TO, INC.,

Defendant.

Case No. 2:17-CV-7320-GW-JEM

**DECLARATION OF GILLIAN L.
WADE IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL AND MOTION FOR
ATTORNEYS' FEES AND COSTS**

Date: September 24, 2021
Time: 10:00 a.m.
Courtroom 7B

Hon. André Birotte, Jr.

1 I, Gillian L. Wade, declare and state as follows:

2 1. I am a member of the Bar of the State of California and admitted to practice
3 in this District.

4 2. I am a Partner at the law firm Milstein Jackson Fairchild & Wade, LLP
5 (“MFJW”), counsel of record for Plaintiffs Imani Whitfield, Shawanna McCoy, and
6 Josey Parsons Aughtman and the Class conditionally certified on March 1, 2021 for
7 purposes of settlement. ECF 47. I have personal knowledge of the facts set forth in this
8 Declaration and could and would testify competently to said information if called upon
9 to do so.

10 3. I respectfully submit this Declaration in support of Plaintiffs’ Motion for
11 Final Approval and Motion for Attorneys’ Fees and Costs and Service Awards, both of
12 which are being concurrently filed herewith.

13 4. All capitalized terms have the same meanings as ascribed in the Settlement
14 Agreement (the “Agreement”), previously filed as Exhibit 1 to my January 28, 2021
15 declaration (ECF 41-1).

16 5. MJFW has extensive experience in class action and complex litigation.
17 Lawyers in its class action department have served as Lead or Co-Lead Counsel in
18 numerous class actions protecting the rights of consumers, with a particular emphasis on
19 consumer protection. Co-counsel and I believe that based on our experience and
20 involvement (detailed below), that the settlement is adequate in light of the relief it
21 provides and the risks attendant to continued litigation.

22 6. MJFW specializes in representing plaintiffs in mass actions and class actions,
23 and has extensive experience representing parties in cases involving consumer deception
24 and unfair, unlawful and fraudulent business practices.

25 7. MJFW has extensive experience in class action and complex litigation.
26 Lawyers in its class action department have served as Lead or Co-Lead Counsel in
27 numerous class actions protecting the rights of consumers, with a particular emphasis on
28 consumer protection.

1 8. Some of the matters in which MJFW has been appointed as lead or co-lead
2 class counsel include: *Elkies, et al., v. Johnson & Johnson Services, Inc., et al.*, C.D.
3 Cal. No. Case No. 2:17-CV-7320-GW-JEM (C.D. Cal. 2019); *In re Dollar General*
4 *Motor Corp. Motor Oil Marketing and Sales Practices Litigation* (MDL 2709, 2019);
5 *Perez v. Public Storage*, LASC No. BC611584 (2018); *In re Wells Fargo Bank Wage and*
6 *Hour Cases*, LASC No. JCCP4702 (2018); *Barba et al. v. Shire U.S. Inc.*, S.D. Fla. No.
7 1:13-cv-21158-JAL, (S.D. Fla. 2016); *Eggnatz v. The Kashi Company*, S.D. Fla. No.
8 1:12-CV-21678-JA (S.D. Fla. 2015); *Paul v. Wine.com*, SFSC Case No. CGC13534734
9 (2015); *Toney v. Just Fabulous*, LASC BC533943 (2015); *Arreguin v. Telebrands Corp.*,
10 San Bernardino County Case No. CIVRS1307798 (2015); *McCrary v. The Elations*
11 *Company, LLC*, No. ED CV 13-00242 JGB (OPx) (C.D. Cal.2014); *Smith v. Intuit, Inc.*,
12 No. 5:12-cv-00222 EJD (N.D. Cal.2013); *Solomon v. Ramona's Mexican Food Products,*
13 *Inc.* (LASC No. BC 463914 (2013); *Saenz v. SEIU United Healthcare Workers West,*
14 Alameda Superior Court Case No. RG09478973 (2013); *Griar, et al., v. Glaxosmithkline,*
15 *Inc. et al.*, LASC No. BC288536, (2012); *In re Budeprion XL Marketing and Sales*
16 *Practices Litigation*, MDL No. 2107 (2012); *Keller v. Gaspari Nutrition, Inc.*, 2:11-cv-
17 06158-GAF (C.D. Cal. 2011); *Weeks et al v. Kellogg, et al.*, CV-09-08102-MMM (C.D.
18 Cal., 2011); *Williams, et al. v. Biotab Nutraceuticals, Inc.*, LASC No. BC414808 (2010);
19 *Wally v. CCA Industries, Inc.*, SFSC Case No. BC422833, (2010); *Fallon v. E.T. Browne*
20 *Drug Co., Inc.*, LASC No. BC 411117 (2009); *Oliver, et al. v. Atmos Corporation*, San
21 Joaquin Super. Ct. Case No. CV0119362 (2009); *Salcido v. Iomedix*, LASC Case No.
22 BC 387942 (2009); *Deist, et. al. v. Viking Industries*, San Joaquin Super Ct., Case No.
23 CV 025771 (2009); *Ceballos v. Fuze Beverage, LLC*, LASC Case No. BC 394521 (2009);
24 *Heath, et al. v. County of San Bernardino*, ED CV 06-411-VAP (C.D. Cal. 2008);
25 *Klyachman, et al. v. The Vitamin Shoppe, et al.*, New Jersey Super. Ct. Case No. L-1739-
26 07 2008); *Shaffer v. Continental Casualty Company, et al.*, 2:06-cv-02235-PSG (C.D.
27 Cal. (2008) (class certification aff'd. at D.C. No. 2:06-cv-02235-PSG-PJW); *Klotzer, et*
28 *al. v. International Windows*, Solano County Super. Ct. Case No. FCS 021196 (2007);

1 *LaRosa v. Nutramerica Corp.*, LASC Case No. BC 309427 (2007); *Abigana, et al. v.*
2 *Rylock Company Ltd.*, Alameda County Case No. 2002 076625, (2006); *Hufschmidt v.*
3 *Allstate Insurance Company*, LASC No. BC291782 (2004).

4 9. I graduated from the University of California, San Diego in 1999 and earned
5 my law degree from Pepperdine University School of Law, magna cum laude, in 2003.
6 My practice focuses on representing plaintiffs in complex litigation and consumer class
7 actions, with particular emphasis on class actions involving consumer fraud. I have had
8 significant involvement in over 75 consumer class action cases during my time at MJFW,
9 and I have been appointed lead class counsel or co-lead class counsel in several state and
10 federal class actions throughout the United States, including: *Whitfield, et al., v. Yes To,*
11 *Inc.* C.D. Cal. No. 1:20-cv-00763-AB-AS; *Elkies, et al., v. Johnson & Johnson Services,*
12 *Inc., et al.*, C.D. Cal. No. Case No. 2:17-CV-7320-GW-JEM (C.D. Cal. 2019); *In re*
13 *Dollar General Motor Corp. Motor Oil Marketing and Sales Practices Litigation* (MDL
14 2709, 2019); *Perez v. Public Storage*, LASC No. BC611584 (2018); *In re Wells Fargo*
15 *Bank Wage and Hour Cases*, LASC No. JCCP4702 (2018), *Barba et al. v. Shire U.S.*
16 *Inc.*, No. 1:13-cv-21158-JAL (S.D. Fla.); *Eggnatz v. The Kashi Company*, No. 1:12-CV-
17 21678-JAL, (S.D. Fla.); *Toney v. Just Fabulous*, (LASC BC533943); *Paul v. Wine.com*,
18 (SFSC CGC13534734); *Arreguin v. Telebrands Corp.* (San Bernardino County Case No.
19 CIVRS1307798); *McCrary v. The Elations Co., LLC*, EDCV 13-00242 JGB (OPx) (C.D.
20 Cal.); *Saenz v. SEIU United Healthcare Workers-West* (Alameda Superior Court, No.
21 RG09478973); *Smith, et al. v. Intuit, Inc.*, 5:12-cv-00222-EJD (N.D. Cal.); *In re*
22 *Budeprion XL and Marketing and Sales Practices Litigation* (MDL No. 2107) (E.D. Pa.);
23 *Keller v. Gaspari Nutrition, Inc.* No. 2:11-cv-06158-GAF (C.D. Cal.); *Shaffer v.*
24 *Continental Casualty Company*, 2:06-cv-2235-PSG (C.D. Cal.); *Weeks, et al. v. Kellogg,*
25 *et al.*, CV-09-08102 (MMM)(C.D. Cal.); *Thompson, et al., v. Biotab Nutraceuticals, Inc.*
26 (LASC No. BC414808); *Pabst v. Genesco, Inc.*, 3:11-cv-01592-SI (N.D. Cal.); *Heath, et*
27 *al. v. County of San Bernardino*, 5:06-CV-00411-VAP (C.D. Cal.); *Solomon v. Ramona's*
28 *Food Products*, LASC No. BC 451080; *Wike v. HCG Platinum, LLC*, LASC. No.

1 BC451080; *Litwin v. iRenew, et al.*, LASC. No. BC447114; and *Fallon v. ET Browne*
2 *Drug Corp.*, LASC No. 411117. I have also been appointed to the Plaintiffs' Executive
3 Committees in several federal class actions centralized by the MDL Panel, including: *In*
4 *re Nutramax Cosamin Marketing and Sales Practices Litigation* (MDL No. 2489)(D.
5 Md.); *In re Pom Wonderful Marketing and Sales Practices Litigation* (MDL No.
6 2199)(C.D. Cal.); *In re Budeprion XL Marketing and Sales Practices Litigation* (MDL
7 No. 2107) (E.D. Pa.); *In re Liberty Refund Anticipation Loan Litig.* (MDL No. 2334)
8 (N.D. Ill.) and *In re H&R Block Refund Anticipation Litig.* (MDL No. 2373) (N.D. Ill.).

9 10. I have written articles regarding class action litigation and I was the
10 Plaintiffs' co-chair of the 2019 and 2020 Bridgeport Consumer Class Action Litigation
11 and Management conferences. I have participated as a panelist at numerous conferences
12 regarding consumer class action litigation, including, "Does Compliance Matter? Class
13 Actions Over Regulated Labels" at the 2014 American Bar Association Section of
14 Antitrust Law Spring Meeting in Washington, D.C., the 2015, 2016, 2017 2018, 2019
15 and 2020 Bridgeport Consumer Class Action Litigation & Management Conferences in
16 Los Angeles, Orange County and virtually, the 2019 and 2020 Mass Torts Made Perfect
17 (Class Action Track) conference, and the 2017 and 2020 CLE International Food Law
18 Conference, where I presented plaintiff perspectives on class action procedural issues
19 affecting food litigation.

20 11. In 2019, I accepted an invitation to join the Outside Advisory Board of the
21 UCLA Resnick Center for Food & Law Policy and I am an executive member of the
22 Cambridge Food Fraud Forum. I have guest lectured at UCLA Law School and
23 Pepperdine Caruso School of Law about class action litigation and was selected to be on
24 the 2018-2019 executive committee for The Class Action Trial Lawyers Association –
25 Top 25.

26 12. In 2020, I participated as a plaintiffs-side moderator in the Complex Courts
27 Virtual Symposium, among a panel of California complex court judges on the topic "The
28 Lifecycle, Pitfalls and Best Practices of Class Actions."

1 13. Prior to joining MJFW, I was a litigation associate at Jones Day where I
2 defended corporations in consumer fraud class actions, ERISA cases, and actions arising
3 under the Fair Credit Reporting Act.

4 14. Sara Avila is a senior associate at MJFW and member of the firm's consumer
5 class action practice group. Ms. Avila graduated from the University of California, Los
6 Angeles with a Bachelor of Arts and received her Juris Doctorate from Pepperdine
7 University School of Law. She has been admitted to practice law in California since 2009.
8 She has had significant involvement in over 50 consumer class actions. Her career has been
9 focused on representing plaintiffs in actions stemming from consumer deception, and she
10 has been appointed class counsel in the following cases: *Elkies, et al., v. Johnson & Johnson*
11 *Services, Inc., et al.*, C.D. Cal. No. Case No. 2:17-CV-7320-GW-JEM (C.D. Cal. 2019); *In*
12 *re Dollar General Motor Corp. Motor Oil Marketing and Sales Practices Litigation*,
13 MDL 2709(2019); *Perez v. Public Storage*, LASC No. BC611584 (2018); *Barba et al. v.*
14 *Shire U.S. Inc.*, No. 1:13-cv-21158-JAL (S.D. Fla.); *Eggnatz v. The Kashi Company*, No.
15 1:12-CV-21678-JAL, (S.D. Fla.); *Toney v. Just Fabulous*, (LASC BC533943); *Paul v.*
16 *Wine.com*, (SFSC CGC13534734); *Arreguin v. Telebrands Corp.* (San Bernardino County
17 Case No. CIVRS1307798); *McCrary v. The Elations Co., LLC*, EDCV 13-00242 JGB
18 (OPx) (C.D. Cal.); *Saenz v. SEIU United Healthcare Workers-West* (Alameda Superior
19 Court, No. RG09478973). Ms. Avila participated as a panelist at the 2019 and 2020
20 Bridgeport Consumer Class Action Litigation & Management Conferences in Orange
21 County, California.

22 15. As of June 7, 2021, MJFW had billed 182.75 hours, totaling \$100,825 in
23 fees to date. The hourly rates for MJFW (\$700 for partner and \$550 for associates) are
24 comparable to those approved in other cases in California and this District, and have been
25 approved in this District.

26 16. Below is a summary of hours spent by MJFW in litigating this action:
27
28

Timekeeper	Title	Hourly Rate	Hours	Lodestar
Gillian Wade	Partner	\$ 700.00	67.25	\$ 47,075.00
Sara Avila	Sr. Associate	\$ 550.00	92.5	\$ 50,875.00
David Marin	Paralegal	\$ 125.00	23	\$ 2,875.00

TOTAL 182.75 \$100,825.00

17. Calculating the lodestar using my current billing rate and Ms. Avila's current billing rate is appropriate given the deferred nature of Class Counsel's compensation.

18. Both State and Federal Courts in other actions in the Southern California area have approved rates for MJFW attorneys in the past. *See, e.g., Elkies v. Johnson & Johnson Consumer Inc., et al.*, 2:17-cv-07320-GW-JEM, (C.D. Cal.) (approving \$700/hour for Ms. Wade and \$550/hour for my associate, Sara Avila); *McCrary v. The Elations Co., LLC*, EDCV 13-00242 JGB (OPx) (C.D. Cal.) (approving \$650/ hour for Ms. Wade; \$425 for associates in 2015); *Toney v. Just Fabulous, Inc.*, Los Angeles Superior Court, No. BC533943 (approving rate of \$650/hour for Ms. Wade; \$425 for associates in 2015); *Solomon v. Ramona's Food Products*, No. BC-451080 (Los Angeles County) (approving rate of \$550 per hour for Ms. Wade and \$350 for associates in 2013); *Keller v. Gaspari Nutrition, Inc.*, No. 11-06158 (C.D. Cal.) (approving rate of \$550 per hour for Ms. Wade and \$295 per hour for associates in 2012); *Weeks, et al. v. Kellogg, et al.*, No. 09-8102, Dkt. 157 (C.D. Cal.) (approving rates of \$550/hour for Ms. Wade and \$350/hour for associates in 2011). Additionally, rates for MJFW attorneys were also approved in class actions in Northern California. *See, e.g., Paul v. Wine.com*, (SFSC 1CGC-13- 534734) (approving rate of \$650/hour for Ms. Wade; \$425 for associates in 2014); *Smith v. Intuit*, No. 5:12-cv-00222-EJD (N.D. Cal.) (approving rate of \$550 for partners (including Ms. Wade) and \$295 for associates in 2013); *Hayes v. Airtrade Int'l, Inc.*, No. 10-177539 (Santa Clara County) (approving rate of \$550 for partners (including Ms. Wade) and \$275 for associates in 2012); *Pabst v. Genesco, Inc.*, 3:11-cv-01592-SI (N.D. Cal.) (approving rate of \$500 for partners (including Ms. Wade) and \$350 for associates

1 (including Ms. Avila) in 2012).

2 19. The hours spent by the attorneys working on the Action were reasonable,
3 and counsel took care to avoid duplication of work. Below is a summary of hours worked
4 by MJFW in the Action:

- 5 a. pre-filing investigation and research into the underlying facts giving rise
6 to this lawsuit;
- 7 b. legal research into the viability of the legal claims to be asserted on
8 behalf of Plaintiff Aughtman and class members;
- 9 c. communicating with Plaintiff Aughtman her potential claims against
10 Defendant;
- 11 d. drafting CLRA notice letter, required by Cal. Civ. C. § 1782(a);
- 12 e. preparing initial complaint for the related (and now consolidated)
13 *Aughtman* action;
- 14 f. communicating with Plaintiff throughout the lifetime of the Action;
- 15 g. meeting and conferring with counsel for Defendant regarding extension
16 of time for Defendant to respond to the complaint;
- 17 h. drafting and editing the consolidated amended complaint;
- 18 i. engaging in the meeting of counsel required by Rule 26(f) and preparing
19 Joint Rule 26(f) Discovery Plan;
- 20 j. reviewing the Court's Standing Order in this Action;
- 21 k. reviewing and analyzing Defendant's Answer to the consolidated
22 amended complaint;
- 23 l. performing extensive legal research regarding Rule 23 certification of
24 claims under the UCL, CLRA, FAL;
- 25 m. investigating Defendant's factual contentions;
- 26 n. researching Rule 23 class notice requirements and potential third-party
27 claims administrators to provide settlement notice and administer
28 claims;

- 1 o. reviewing and analyzing documents produced by Defendant for
2 mediation;
- 3 p. editing mediation brief;
- 4 q. attending mediation;
- 5 r. negotiating many details of the terms of settlement and the Settlement
6 Agreement and exhibits thereto for months after a settlement in
7 principle was reached;
- 8 s. drafting and revising the motion for preliminary approval and
9 supporting documents; performing legal research regarding approval of
10 class action settlement;
- 11 t. communicating with defense counsel throughout the pendency of the
12 Action;
- 13 u. communicating with co-counsel regarding litigation strategy throughout
14 lifetime of Action;
- 15 v. preparing for and appearing at motion for preliminary approval;
- 16 w. drafting and revising the motion for final approval and supporting
17 documents; performing legal research regarding final approval of a class
18 action settlement;
- 19 x. editing motion for attorneys' fees, cost, and incentive awards;
- 20 y. communicating with Kroll (formerly known as Heffler) regarding
21 Settlement Class Notice, Claim Forms, Settlement Class Notice
22 (including content, timeline, publications, internet notice), creating the
23 Settlement Website, reviewing and negotiating cost estimates for same.
24 Receiving and reviewing Kroll's reports regarding the status of
25 Settlement Class Notice and claims; and,
- 26 z. drafting and revising the motion for final approval and supporting
27 documents; performing legal research regarding approval of class action
28 settlement.

1 20. MJFW was required on some occasions to forego other employment in order
2 to commit the necessary resources to prosecuting this action.

3 21. My co-counsel and I have fulfilled our duties to carry out the Settlement.
4 MJFW’s work is not done yet. We, along with co-counsel, still need to, among other
5 things: (1) continue to monitor the notice program, and communicate with Heffler; (2)
6 respond to objections, if any; (3) prepare for and attend the final approval hearing; (4)
7 oversee the claims administration process, including addressing any claim review issues
8 and monitoring payments to eligible claimants; and, (5) potentially handle post-judgment
9 appeals.

10 22. To date, MJFW has incurred \$1,929.47 in expenses. Below is a summary of
11 our costs:

<u>Type of Costs</u>	<u>Total Costs</u>
Attorney Service	\$ 224.70
Express Mail/Postage	\$ 63.11
Filing Fees	\$ 800.00
Mediator	\$ 841.66
	<u>\$ 1,929.47</u>

16
17 23. The parties first engaged in arms-length, informal settlement discussions,
18 then participated in a full-day remote video mediation with skilled class action mediator
19 Jill Sperber, Esq. The sometimes-contentious negotiations lasted into the evening, and
20 involved rounds of shuttle diplomacy. After further negotiations regarding the details of
21 the agreement, the parties executed the Agreement on or about January 20, 2021. It is an
22 understatement to say the parties’ negotiations were arms-length throughout the entire
23 negotiation process.

24 24. In considering whether to enter into the Settlement, Plaintiffs, co-counsel
25 and I weighed the risks inherent in establishing all the elements of their claims at class
26 certification and trial. We also considered the expense of retaining experts, giving class
27 notice if they were successful in certifying a class, and a trial (and likely duration of post-
28

1 trial motions and appeals). Plaintiffs agreed to settle this litigation on these terms based
2 on our careful investigation and evaluation of the facts and law relating to Plaintiffs'
3 allegations and Yes To's defenses (including the partial Product recall and cessation of
4 distribution).

5 25. We are also pragmatic in our awareness that to secure class certification and
6 succeed at trial, Plaintiffs would have needed to overcome Defendant's defenses
7 (including but not limited to Defendant's voluntary 'recall' of the Mask) and prove
8 damages.

9 26. Although Plaintiffs, co-counsel, and I have confidence in Plaintiffs' claims,
10 a favorable outcome is not assured. We also recognize that they would have faced risks
11 at class certification, summary judgment, and trial. Defendant vigorously denies
12 Plaintiffs' allegations, asserts that individual issues predominate such that class
13 certification would be improper (other than for purposes of effectuating this Settlement),
14 and believes its partial voluntary recall was sufficient. *See* ECF Nos. 25, 30. In addition,
15 Defendant would no doubt present a vigorous defense at trial, and there is no assurance
16 that Plaintiffs would prevail – or even if they did, that they would not be able to obtain
17 an award of damages significantly more than achieved here absent such risks. Thus, in
18 our eyes, the proposed Settlement provides the Class with an outstanding opportunity to
19 obtain significant relief at this stage in the litigation.
20

21 27. Plaintiffs have secured nearly full refunds for up to six Masks through
22 settlement. It is hard to imagine obtaining a recovery greater than this at trial. Even if
23 Plaintiffs were to obtain certification of a class and prevail at a class trial, any recovery
24 could be delayed for years by appeal, which could have further delayed and jeopardized
25 a class' recovery. And if a class stayed certified through trial, any adverse judgment
26 would bind the entire class.

27 28. My co-counsel and I have fulfilled our duties to carry out the Settlement.
28 See ¶19 subsections (r) through (z).

1 I declare under the penalty of perjury that the foregoing is true and correct and that
2 this declaration was executed on this 8th day of June, 2021 in Los Angeles, California.

3
4 

5 Gillian L. Wade, Declarant
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1 **MILSTEIN JACKSON**
 2 **FAIRCHILD & WADE, LLP**
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7 *Attorneys for Plaintiffs and the Class*

8

9 **UNITED STATES DISTRICT COURT**

10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

11 IMANI WHITFIELD, SHAWANNA
 12 McCOY, and JOSEY PARSONS
 13 AUGHTMAN, on behalf of themselves
 and all others similarly situated,

14 Plaintiffs,

15 v.

16 YES TO, INC.,

17 Defendant.

Case No. 2:17-CV-7320-GW-JEM

18 **DECLARATION OF KENNETH J.**
GRUNFELD IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL AND MOTION FOR
ATTORNEYS' FEES AND COSTS

19 Date: September 24, 2021
 Time: 10:00 a.m.
 Courtroom 7B

Hon. André Birotte, Jr.

1 I, Kenneth J. Grunfeld, declare and state as follows:

2 1. I am a member of the Bar of the Commonwealth of Pennsylvania and
3 admitted to practice *pro hac vice* in this District. I am a graduate of the University of
4 Michigan and the Villanova University Law School.

5 2. I am a Partner at the law firm Golomb & Honik, P.C. (“G&H”), counsel of
6 record for Plaintiffs Imani Whitfield, Shawanna McCoy, and Josey Parsons Aughtman
7 and the Class conditionally certified on March 1, 2021 for purposes of settlement. ECF
8 47. I have personal knowledge of the facts set forth in this Declaration and could and
9 would testify competently to said information if called upon to do so.

10 3. I respectfully submit this Declaration in support of Plaintiffs’ Motion for
11 Final Approval and Motion for Attorneys’ Fees and Costs and Service Awards, both of
12 which are being concurrently filed herewith.

13 4. All capitalized terms have the same meanings as ascribed in the Agreement.

14 5. In light of my experience litigating dozens of class actions both in the MDL
15 and in separate complex litigation throughout the country, and based on our experience
16 and involvement (detailed below), I can attest to the fact that the Settlement obtained here
17 is fair, reasonable and adequate, and is an excellent result for the class members.

18 6. As set forth in the Declaration of Gillian L. Wade in support of Plaintiff’s
19 Motion for Preliminary Approval [D.E. # 41-1, filed Jan. 28, 2021], myself and my firm has
20 an extensive background in litigation on behalf of consumers and is currently serving as lead
21 or co-lead counsel in many class actions in federal courts across the country. This
22 experience, coupled with the experience of our co-counsel, enabled our firms to undertake
23 this matter and to successfully combat the resources of Defendant and its capable and
24 experienced counsel. A copy of our firm resume was provided previously. *See* Golomb &
25 Honik Firm Resume, D.E. 41-1 at p. 68.

26 7. Class Counsel seeks a fee award totaling 33% of the Settlement Amount,
27 which is in accord with the one-third fee consistent with other California (33%) and the
28 Ninth Circuit benchmark (25%) awards. As of May 31, 2021, G&H had billed **144.1**

1 **hours**, totaling **\$68,630.00 in fees**. The hourly rates for G&H (\$500-800 per hour for
2 partners) are less than or equal to the usual and customary rates that the firm has charged
3 in non-contingent matters and that have been accepted and approved in other recent class
4 action litigation around the country and are comparable to those approved in other cases
5 in California and this District.

6 8. In litigating this action, G&H met with and spoke to a number of class
7 members, researched the legal and factual claims in order to formulate a theory of liability
8 and draft the operative Complaints, negotiated with other plaintiffs' counsel and co-
9 counsel on issues of venue, first-filing and coordination, drafted informal discovery
10 demands and vetted the responses in preparation for conducting mediation, settled the
11 case with opposing counsel, prepared a comprehensive notice plan for settlement and
12 took steps to obtain preliminary and final approval from the Court.

13 9. The hours spent by the attorneys working on this case were reasonable, and
14 counsel took care to avoid any duplication of work. Attached as **Exhibit A** is a copy of
15 G&H's time records for this Action.

16 10. G&H was required on some occasions to forego other employment in order
17 to commit the necessary resources to prosecuting this action.

18 11. G&H's work is not done yet. We, along with co-counsel, still need to,
19 among other things: (1) continue to audit and oversee the notice program, and
20 communicate with Heffler; (2) track and respond to objections, if any; (3) prepare for and
21 attend the final approval hearing; (4) oversee the claims administration process, including
22 addressing any claim review issues and monitoring payments to the Class; and, (5)
23 potentially handle post-judgment appeals. As our work on this case is ongoing, and time
24 has only been tracked through the end of May, 2020, I anticipate that our lodestar will
25 increase from the present date to the date this case is finally resolved, in light of work
26 that will be required in connection with finalizing the final approval papers,
27 implementing the Settlement through to its conclusion, communicating with Settlement
28 Class Members, coordinating efforts with Class Counsel, Defendants' Counsel, and the

1 Settlement Administrator, and preparing for and participating in the Final Approval
2 Hearing.

3 12. Since the Preliminary Approval Order was entered, Ms. Aughtman, co-
4 counsel, and I have fulfilled their duties to carry out the Settlement. For example, co-
5 counsel and I have worked with Defendant and Heffler to ensure the Notice Plan is
6 carried out.

7 13. The expenses incurred pertaining to this case are reflected in the books and
8 records of this firm. These books and records are prepared contemporaneously from
9 expense vouchers and check records and are an accurate record of the expenses incurred.
10 All of the expenses incurred were reasonable and necessary to the prosecution of this
11 case. The total expenses incurred by G&H in this matter is \$178.34, made up exclusively
12 of court costs and online research charges. The expenses incurred by the G&H working
13 on this case were reasonable, and not duplicative in any way. Attached as **Exhibit B** is a
14 copy of G&H's expenses for this Action.
15

16
17 I declare under the penalty of perjury that the foregoing is true and correct and that
18 this declaration was executed on this 7th day of June, 2021 in Philadelphia, Pennsylvania.
19

20
21 
22 _____
Kenneth J. Grunfeld, Declarant

Exhibit A

IMANI WHITFIELD, SHAWANNA, et al

v.

YES TO, INC.,

Case No. 2:20-cv-00763-AB-AS

Golomb & Honik, P.C Time Report¹

Timekeeper	Time Period	Hourly Rate	Hours	Loadstar
Kenneth J. Grunfeld	Jan. 2020 – May 2021	\$550	119.1	\$65,505.00
Paralegals	Jan. 2020 – May 2021	\$125	25	\$3,125.00
Totals			144.1	\$68,630.00

¹ Detailed time narratives are available for the Court's *in camera* review upon request.

Exhibit B

IMANI WHITFIELD, SHAWANNA, et al

v.

YES TO, INC.,

Case No. 2:20-cv-00763-AB-AS

Golomb & Honik, P.C Expenses

<u>Categories of Costs</u>	<u>Total Costs</u>
Court Costs – Certificate	\$ 25.00
Online Research	\$ 148.34
Total	\$ 173.34

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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IMANI WHITFIELD, SHAWANNA
McCOY, and JOSEY PARSONS
AUGHTMAN, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

YES TO, INC.,

Defendant.

Case No. 2:20-cv-00763-AB-AS

**DECLARATION OF YITZCHAK
KOPEL IN SUPPORT OF
PLAINTIFFS' MOTIONS FOR
FINAL APPROVAL AND FOR AN
AWARD OF ATTORNEYS' FEES,
REIMBURSEMENT OF COSTS
AND EXPENSES, AND
INCENTIVE AWARDS FOR THE
CLASS REPRESENTATIVES**

Date: September 24, 2021
Time: 10:00 a.m.
Courtroom: 7B
Hon. André Birotte, Jr.

1 I, Yitzchak Kopel, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

2 1. I am a partner at Bursor & Fisher, P.A., counsel of record for Plaintiffs Imani
3 Whitfield and Shawanna McCoy in this action. I am an attorney at law licensed to
4 practice in the States of New York and New Jersey. I have been admitted *pro hac*
5 *vice* in this case. I have personal knowledge of the facts set forth in this declaration
6 and, if called as a witness, I could and would testify competently thereto.

7 1. Attached as **Exhibit 1** are my firm's detailed billing diaries for this
8 case. I have personally reviewed all of my firm's time entries, and have used billing
9 judgment to ensure that duplicative or unnecessary time has been excluded and that
10 only time reasonably devoted to the litigation has been included. The time and
11 descriptions displayed in these records were regularly and contemporaneously
12 recorded by me and the other timekeepers of the firm pursuant to firm policy and
13 have been maintained in the computerized records of my firm.

14 2. As of January 6, 2020, Bursor & Fisher expended 230.3 hours on this
15 case. Bursor & Fisher's lodestar fee in this case, based on current billing rates, is
16 \$127,240.10. Based on my co-counsel's declarations in this case, I calculate that
17 Class Counsel expended a total of 507.15 hours on this case for a total lodestar of
18 \$279,820.10.

19 3. A fee award of one-third the common fund, or \$250,000 would
20 represent a "negative multiplier," or "haircut," of 0.89 over the base lodestar fee. In
21 addition to the time enumerated above, I estimate that Class Counsel will incur an
22 additional 60-100 hours of future work handling issues that may arise with the notice
23 campaign, answering class member questions, responding to any objections, if any,
24 filing final approval papers, appearing at the final approval hearing, and handling
25 any appeals, if applicable.

26 4. Attached hereto as **Exhibit 2** is an itemized listing of each out-of-pocket
27 expense my firm incurred in this case. These expenses are reflected in the records of
28

1 Bursor & Fisher, and were necessary to prosecute this litigation. All expenses were
2 carefully and reasonably expended, and they reflect market rates for various
3 categories of expenses incurred. Expense items are billed separately and such
4 charges are not duplicated in my firm's billing rates.

5 5. To date, Bursor & Fisher has expended \$3,952.60 in out-of-pocket
6 expenses in connection with the prosecution of this action. Based on my co-
7 counsel's declarations in this case, I calculate that Class Counsel expended a total of
8 \$6,055.41 in out-of-pocket expenses in connection with the prosecution of this
9 action.

10 6. Included within **Exhibit 3** is a chart setting forth the hourly rates
11 charged for lawyers and staff at my firm. Based on my knowledge and experience,
12 the hourly rates charged by my firm are within the range of market rates charged by
13 attorneys of equivalent experience, skill, and expertise. These are the same hourly
14 rates that we actually charge to our regular hourly clients who have retained us for
15 non-contingent matters, and which are actually paid by those clients. As a matter of
16 firm policy, we do not discount our regular hourly rates for non-contingent hourly
17 work, which has historically comprised approximately 10% of our revenue. I have
18 personal knowledge of the range of hourly rates typically charged by counsel in our
19 field in New York, California, and throughout the United States, both on a current
20 basis and in the past. In determining my firm's hourly rates from year to year, my
21 partners and I have consciously taken market rates into account and have aligned our
22 rates with the market.

23 7. Through my practice, I have become familiar with the non-contingent
24 market rates charged by attorneys in New York, California and elsewhere (my firm's
25 offices are in New York City and Walnut Creek, California). This familiarity has
26 been obtained in several ways: (1) by litigating attorneys' fee applications; (2) by
27 discussing fees with other attorneys; (3) by obtaining declarations regarding
28

1 prevailing market rates filed by other attorneys seeking fees; and (4) by reviewing
2 attorneys' fee applications and awards in other cases, as well as surveys and articles
3 on attorney's fees in the legal newspapers and treatises. The information I have
4 gathered shows that my firm's rates are in line with the non-contingent market rates
5 charged by attorneys of reasonably comparable experience, skill, and reputation for
6 reasonably comparable class action work. In fact, comparable hourly rates have
7 been found reasonable by various courts for reasonably comparable services,
8 including:

- 9
- 10 i. *In re Animation Workers Antitrust Litig.*, 2016 WL
11 6663005, at *6 (N.D. Cal. Nov. 11, 2016), an employment
12 antitrust class action, in which the court found hourly rates
between \$845 and \$1,200 per hour to be reasonable for the
lead class counsel.
 - 13 ii. *Nitsch v. DreamWorks Animation SKG Inc.*, 2017 WL
14 2423161, at *9 (N.D. Cal. June 5, 2017), an employment
15 antitrust class action, in which the court found hourly rates
16 between \$870 and \$1,200 per hour to be reasonable for the
lead class counsel.
 - 17 iii. *Rainbow Bus. Solutions v. MBF Leading LLC*, 2017 WL
18 6017884, at *1 (N.D. Cal. Dec. 5, 2017), a class action
19 concerning credit card fraud, in which the court found
20 hourly rates between \$275 and \$950 per hour to be
reasonable.
 - 21 iv. *In re TFT-LCD (Flat Panel) Antitrust Litigation*, No. M 07
22 1827 SI, MDL, No. 1827 (N.D. Cal. 2013), an antitrust class
23 action, in which the court found blended hourly rates of
24 \$1000, \$950, \$861, \$825, \$820, and \$750 per hour
reasonable for the lead class counsel.
 - 25 v. *Loretz v. Regal Stone, Ltd.*, 756 F. Supp. 2d 1203, 1211
26 (N.D. Cal. 2010), a class action concerning claims resulting
27 from an oil spill, in which the court found hourly rates of
28 between \$775 and \$900 per hour to be reasonable for lead
trial counsel.

- 1 vi. *Luquetta v. The Regents of the Univ. of California*, San
2 Francisco Superior Ct. No.CGC 05-443007, Order Granting
3 Plaintiff’s Motion for Common Fund Attorneys’ Fees and
4 Expenses, filed October 31, 2012, a class action to recover
5 tuition overcharges, in which the court found the hourly
6 rates of \$850, \$785, \$750, and \$700 reasonable for
7 plaintiffs’ more experienced counsel.
- 8 vii. *Pierce v. County of Orange*, 905 F. Supp. 2d 1017 (C.D.
9 Cal. 2012), a civil rights class action brought by pre-trial
10 detainees, in which the court approved a lodestar-based,
11 inter alia, on 2011 rates of \$850 and \$825 per hour.
- 12 viii. *Californians for Disability Rights, Inc., et al. v. California*
13 *Department of Transportation, et al.*, 2010 U.S. Dist.
14 LEXIS 141030 (N.D. Cal. 2010), adopted by Order
15 Accepting Report and Recommendation filed February 2,
16 2011, a class action in which the court found reasonable
17 2010 hourly rates of up to \$835 per hour.
- 18 ix. *Credit/Debit Card Tying Cases*, San Francisco County
19 Superior Court, JCCP No. 4335, Order Granting Plaintiffs’
20 Motion for Attorneys’ Fees, Expenses, and Incentive
21 Awards, filed August 23, 2010, an antitrust class action, in
22 which the court, before applying a 2.0 lodestar multiplier,
23 found reasonable 2010 hourly rates of \$975 for a 43-year
24 attorney, \$950 for a 46-year attorney, \$850 for 32 and 38
25 year attorneys, \$825 for a 35-year attorney, \$740 for a 26-
26 year attorney, \$610 for a 13 year attorney, and \$600 for a 9-
27 year attorney, and \$485 for a 5-year attorney.
- 28 x. *Qualcomm, Inc. v. Broadcom, Inc.*, Case No. 05-CV-1958-
 B, 2008 WL 2705161 (S.D. Cal. 2008), in which the court
 found the 2007 hourly rates requested by Wilmer Cutler,
 Pickering, Hale & Dorr LLP reasonable; those rates ranged
 from \$45 to \$300 for staff and paralegals, from \$275 to
 \$505 for associates and counsel, and from \$435 to \$850 for
 partners.

8. The reasonableness of my firm’s hourly rates are also supported by several surveys of legal rates, including the following:

- 1 i. In an article entitled “On Sale: The \$1,150-Per Hour
2 Lawyer,” written by Jennifer Smith and published in the
3 Wall Street Journal on April 9, 2013, the author describes
4 the rapidly growing number of lawyers billing at \$1,150 or
5 more revealed in public filings and major surveys. The
6 article also notes that in the first quarter of 2013, the 50 top-
7 grossing law firms billed their partners at an average rate
8 between \$879 and \$882 per hour. A true and correct copy
9 of this article is attached hereto as **Exhibit 4**.
- 10 ii. In an article published April 16, 2012, the Am Law Daily
11 described the 2012 Real Rate Report, an analysis of \$7.6
12 billion in legal bills paid by corporations over a five-year
13 period ending in December 2011. A true and correct copy
14 of that article is attached hereto as **Exhibit 5**. That article
15 confirms that the rates charged by experienced and well-
16 qualified attorneys have continued to rise over this five-year
17 period, particularly in large urban areas like the San
18 Francisco Bay Area. It also shows, for example, that the top
19 quartile of lawyers bill at an average of “just under \$900 per
20 hour.”
- 21 iii. Similarly, on February 25, 2011, the Wall Street Journal
22 published an on-line article entitled “Top Billers.” A true
23 and correct copy of that article is attached hereto as **Exhibit**
24 **6**. That article listed the 2010 and/or 2009 hourly rates for
25 more than 125 attorneys, in a variety of practice areas and
26 cases, who charged \$1,000 per hour or more. Indeed, the
27 article specifically lists eleven (11) Gibson Dunn &
28 Crutcher attorneys billing at \$1,000 per hour or more.
- iv. On February 22, 2011, the ALM’s Daily Report listed the
 2006-2009 hourly rates of numerous San Francisco
 attorneys. A true and correct copy of that article is attached
 hereto as **Exhibit 7**. Even though rates have increased
 significantly since that time, my firm’s rates are well within
 the range of rates shown in this survey.
- v. The Westlaw CourtExpress Legal Billing Reports for May,
 August, and December 2009 (attached hereto as **Exhibit 8**)
 show that as far back as 2009, attorneys with as little as 19
 years of experience were charging \$800 per hour or more,

1 and that the rates requested here are well within the range of
2 those reported. Again, current rates are significantly higher.

- 3 vi. The National Law Journal’s December 2010, nationwide
4 sampling of law firm billing rates (attached hereto as
5 **Exhibit 9**) lists 32 firms whose highest rate was \$800 per
6 hour or more, eleven firms whose highest rate was \$900 per
7 hour or more, and three firms whose highest rate was
8 \$1,000 per hour or more.
- 9 vii. On December 16, 2009, The American Lawyer published an
10 online article entitled “Bankruptcy Rates Top \$1,000 in
11 2008-2009.” That article is attached hereto as **Exhibit 10**.
12 In addition to reporting that several attorneys had charged
13 rates of \$1,000 or more in bankruptcy filings in Delaware
14 and the Southern District of New York, the article also
15 listed 18 firms that charged median partner rates of from
16 \$625 to \$980 per hour.
- 17 viii. According to the National Law Journal’s 2014 Law Firm
18 Billing Survey, law firms with their largest office in New
19 York have average partner and associate billing rates of
20 \$882 and \$520, respectively. Karen Sloan, \$1,000 Per Hour
21 Isn’t Rare Anymore; Nominal Billing Levels Rise, But
22 Discounts Ease Blow, National Law Journal, Jan. 13, 2014.
23 The survey also shows that it is common for legal fees for
24 partners in New York firms to exceed \$1,000 an hour. *Id.*
25 A true and correct copy of this survey is attached hereto as
26 **Exhibit 11**.

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

10 10. My firm undertook this representation on a wholly contingent basis
11 recognizing that the risk of non-payment has been high throughout this litigation.
12 There were substantial uncertainties in the viability of this case as a class action, as
13 well as substantial uncertainties in the merits of the underlying claims, and the ability
14 to collect on any judgment that might be obtained. Although we believed the case to
15 be meritorious, a realistic assessment shows that the risks inherent in the resolution

Yes To Cosmetics Lodestar Thru 5/31/21

ATTY	HOURS	RATE	TOTAL
SAB	0.9	\$ 1,000.00	\$900.00
LTF	4.3	\$ 1,000.00	\$4,300.00
JIM	0.6	\$ 900.00	\$540.00
YZK	90.7	\$ 725.00	\$65,757.50
FJK	0.3	\$ 700.00	\$210.00
AJO	77.1	\$ 450.00	\$34,695.00
SNB	3.4	\$ 350.00	\$1,190.00
MAG	12.1	\$ 315.00	\$3,811.50
JCD	12.4	\$ 315.00	\$3,906.00
DLS	9.7	\$ 300.00	\$2,910.00
RSR	1.5	\$ 300.00	\$450.00
MCS	11.7	\$ 275.00	\$3,217.50
JMF	1.7	\$ 250.00	\$425.00
SER	2.9	\$ 250.00	\$725.00
AEL	<u>1</u>	\$ 250.00	<u>\$250.00</u>
	230.3		\$123,287.50

Expenses: \$3,952.60

Total: \$127,240.10

DATE	MATTER	ATTY	DESCRIPTION	TIME	RATE	TOTAL
2020.01.08	Yes To Cosmetics	SER	Respond to inquiries from potential clients	1.3	\$250.00	\$325.00
2020.01.10	Yes To Cosmetics	SER	Conduct follow-up calls with potential clients	0.2	\$250.00	\$50.00
2020.01.21	Yes To Cosmetics	AJO	Prepare demand letter	1.1	\$450.00	\$495.00
2020.01.21	Yes To Cosmetics	AJO	Work on drafting of Complaint	5.8	\$450.00	\$2,610.00
2020.01.21	Yes To Cosmetics	SER	Opened matter on box (.1), created and shared matter calendar (.1), and sent out new matter firm email (.1)	0.3	\$250.00	\$75.00
2020.01.22	Yes To Cosmetics	AJO	Continue preparation of Complaint	2.1	\$450.00	\$945.00
2020.01.22	Yes To Cosmetics	AJO	Confer with YZK re complaint and review YZK edits	0.3	\$450.00	\$135.00
2020.01.22	Yes To Cosmetics	AJO	Confer with internal team re complaint	0.5	\$450.00	\$225.00
2020.01.22	Yes To Cosmetics	AJO	Finalize Complaint and circulate to client	1.2	\$450.00	\$540.00
2020.01.22	Yes To Cosmetics	AJO	Telephone conference with client re complaint	0.1	\$450.00	\$45.00
2020.01.22	Yes To Cosmetics	AJO	Research and update PA claims in Complaint	0.9	\$450.00	\$405.00
2020.01.22	Yes To Cosmetics	AJO	Correspondence to client re updates to complaint	0.2	\$450.00	\$90.00
2020.01.22	Yes To Cosmetics	SER	Respond to client inquiries	0.3	\$250.00	\$75.00
2020.01.22	Yes To Cosmetics	YZK	Circulate redlines to complaint	1.9	\$725.00	\$1,377.50
2020.01.23	Yes To Cosmetics	AEL	Addressed and sent out Yes To Cosmetics Demand Letter	0.1	\$250.00	\$25.00
2020.01.24	Yes To Cosmetics	AJO	Confer with client regarding Complaint	0.2	\$450.00	\$90.00
2020.01.24	Yes To Cosmetics	DLS	Made formatting edits to complaint and filed	1.0	\$300.00	\$300.00
2020.01.24	Yes To Cosmetics	JMF	Prepare request for issuance of summons.	0.2	\$250.00	\$50.00
2020.01.24	Yes To Cosmetics	MCS	Prepare and finalize initiating docs, assist with filing complaint	1.1	\$275.00	\$302.50
2020.01.24	Yes To Cosmetics	YZK	Collaborate with team to finalize and file case	0.9	\$725.00	\$652.50
2020.01.27	Yes To Cosmetics	YZK	Prepare for and attend call with opposing counsel re resolution	0.5	\$725.00	\$362.50
2020.01.28	Yes To Cosmetics	JMF	Send chamber copies.	0.3	\$250.00	\$75.00
2020.02.04	Yes To Cosmetics	AJO	Confer with client regarding settlement negotiations (voicemail and follow-up email)	0.3	\$450.00	\$135.00
2020.02.04	Yes To Cosmetics	SER	Follow up with Yes To clients re pictures and receipts	0.2	\$250.00	\$50.00
2020.02.05	Yes To Cosmetics	AJO	Confer with client regarding settlement negotiations	0.2	\$450.00	\$90.00
2020.02.05	Yes To Cosmetics	AJO	Edit confidentiality agreement	0.4	\$450.00	\$180.00
2020.02.05	Yes To Cosmetics	YZK	Draft and circulate confidentiality agreement	0.7	\$725.00	\$507.50

DATE	MATTER	ATTY	DESCRIPTION	TIME	RATE	TOTAL
2020.02.07	Yes To Cosmetics	AJO	Review related action complaint and confer with internal team	0.7	\$450.00	\$315.00
2020.02.09	Yes To Cosmetics	AJO	Prepare motion to consolidate and for 23(g)	2.7	\$450.00	\$1,215.00
2020.02.10	Yes To Cosmetics	AEL	Scanned and emailed "2020.02.10 Yes To Confidentiality Agreement" to AJO	0.1	\$250.00	\$25.00
2020.02.10	Yes To Cosmetics	AJO	Prepare motion to consolidate and for 23(g)	2.7	\$450.00	\$1,215.00
2020.02.10	Yes To Cosmetics	AJO	Finalize confidentiality agreement	0.3	\$450.00	\$135.00
2020.02.10	Yes To Cosmetics	AJO	Confer with defense counsel re confidentiality agreement	0.2	\$450.00	\$90.00
2020.02.10	Yes To Cosmetics	DLS	Conf. with AJO re notice of related case	0.8	\$300.00	\$240.00
2020.02.11	Yes To Cosmetics	YZK	Prepare and serve process and related materials	0.4	\$725.00	\$290.00
2020.02.12	Yes To Cosmetics	AJO	Draft demand letter for CA client	0.5	\$450.00	\$225.00
2020.02.12	Yes To Cosmetics	AJO	Prepare notice of related case	0.6	\$450.00	\$270.00
2020.02.12	Yes To Cosmetics	AJO	Telephone conference with client McCoy	0.2	\$450.00	\$90.00
2020.02.12	Yes To Cosmetics	SER	Facilitate engagement with new CA client	0.6	\$250.00	\$150.00
2020.02.12	Yes To Cosmetics	YZK	Review and circulate demand letter	0.4	\$725.00	\$290.00
2020.02.13	Yes To Cosmetics	AJO	Draft Amended Complaint	5.1	\$450.00	\$2,295.00
2020.02.13	Yes To Cosmetics	AJO	Follow up with defense counsel regarding service and sales figures, motions	0.4	\$450.00	\$180.00
2020.02.13	Yes To Cosmetics	AJO	Call insurance adjuster	0.1	\$450.00	\$45.00
2020.02.14	Yes To Cosmetics	JMF	Serve complaint	0.3	\$250.00	\$75.00
2020.02.17	Yes To Cosmetics	YZK	work on 23(g) briefing	2.4	\$725.00	\$1,740.00
2020.02.18	Yes To Cosmetics	AJO	Finalize FAC and file	1.0	\$450.00	\$450.00
2020.02.18	Yes To Cosmetics	AJO	Finalize motion to consolidate and for 23(g) and file	2.0	\$450.00	\$900.00
2020.02.18	Yes To Cosmetics	AJO	Confer with potential damages expert	0.2	\$450.00	\$90.00
2020.02.18	Yes To Cosmetics	AJO	Call with defense counsel re status	0.2	\$450.00	\$90.00
2020.02.18	Yes To Cosmetics	AJO	Prepare proposed order	0.5	\$450.00	\$225.00
2020.02.18	Yes To Cosmetics	JMF	Serve complaint	0.5	\$250.00	\$125.00
2020.02.18	Yes To Cosmetics	LTF	Discussed 23(g) motion with Molly Sasseen and Debbie Schroeder and exchanged messages with Andrew Obergfell regarding same.	0.5	\$1,000.00	\$500.00
2020.02.18	Yes To Cosmetics	MCS	Correspond with DLS, YZK and AJO re finalizing documents, fix formatting on documents and finalize for filing on 2/19, update with edits	3.2	\$275.00	\$880.00

DATE	MATTER	ATTY	DESCRIPTION	TIME	RATE	TOTAL
2020.02.18	Yes To Cosmetics	RSR	Formatted and prepared tables for 23(g) motion	0.6	\$300.00	\$180.00
2020.02.18	Yes To Cosmetics	YZK	call w/ opposing counsel re service and resolution	0.3	\$725.00	\$217.50
2020.02.18	Yes To Cosmetics	YZK	Work on finalizing new complaint (1.4), notice of related case (.2), and 23(g) motion (.8)	2.4	\$725.00	\$1,740.00
2020.02.19	Yes To Cosmetics	AJO	Final review of FAC and 23(g) materials in preparation for filing	1.6	\$450.00	\$720.00
2020.02.19	Yes To Cosmetics	DLS	Finalized, and filed FAC, Notice and 23(g) motion	3.0	\$300.00	\$900.00
2020.02.19	Yes To Cosmetics	LTF	Reviewed firm resume for 23(g) motion and discussed it with Molly Sasseen and Brittany Scott (.2); discussed 23(g) motion and notice of related cases with Debbie Schroeder (.2).	0.4	\$1,000.00	\$400.00
2020.02.19	Yes To Cosmetics	MCS	Update documents with edits from AJO (.4), update firm resume for 23(g) motion (.9), assist with finalizing and filing (.6), send proposed order to judge (.2)	2.1	\$275.00	\$577.50
2020.02.19	Yes To Cosmetics	YZK	Conf w/ staff re finalizing and filing documents	0.2	\$725.00	\$145.00
2020.02.20	Yes To Cosmetics	JMF	Send chamber copies.	0.4	\$250.00	\$100.00
2020.02.21	Yes To Cosmetics	LTF	Discussed 23(g) schedule with Debbie Schroeder and Molly Sasseen	0.2	\$1,000.00	\$200.00
2020.02.25	Yes To Cosmetics	AJO	Serve FAC on defendant	0.2	\$450.00	\$90.00
2020.02.25	Yes To Cosmetics	DLS	Filed proof of service of complaint	0.3	\$300.00	\$90.00
2020.02.25	Yes To Cosmetics	MCS	Find attorney address and send FAC to Amy for mailing	0.5	\$275.00	\$137.50
2020.02.25	Yes To Cosmetics	YZK	Conduct legal research re service of amended complaint	0.3	\$725.00	\$217.50
2020.02.26	Yes To Cosmetics	AJO	Confer with SAB re case status	0.2	\$450.00	\$90.00
2020.02.27	Yes To Cosmetics	SAB	Corresp. w/ various counsel re coordination of competing cases	0.9	\$1,000.00	\$900.00
2020.02.28	Yes To Cosmetics	LTF	Discussed 23(g) hearing and strategy with Andrew Obergfell and Yitz Kopel	0.4	\$1,000.00	\$400.00
2020.02.29	Yes To Cosmetics	AJO	Review opposition to motion to consolidate and for 23(g)	0.4	\$450.00	\$180.00
2020.03.02	Yes To Cosmetics	AJO	Confer with internal team re strategy	0.2	\$450.00	\$90.00
2020.03.02	Yes To Cosmetics	YZK	Review and analyze 23(g) opp	0.3	\$725.00	\$217.50
2020.03.03	Yes To Cosmetics	AJO	Prepare stipulation re SAC	1.3	\$450.00	\$585.00

DATE	MATTER	ATTY	DESCRIPTION	TIME	RATE	TOTAL
2020.03.03	Yes To Cosmetics	YZK	review draft stip	0.2	\$725.00	\$145.00
2020.03.04	Yes To Cosmetics	AJO	Review reply brief	0.1	\$450.00	\$45.00
2020.03.04	Yes To Cosmetics	YZK	Review and circulate stip	0.2	\$725.00	\$145.00
2020.03.04	Yes To Cosmetics	YZK	Draft 23(g) reply	3.7	\$725.00	\$2,682.50
2020.03.05	Yes To Cosmetics	AJO	Continue edits to 23(g) reply	1.3	\$450.00	\$585.00
2020.03.05	Yes To Cosmetics	DLS	Finalized and filed stip and proposed order; emailed prop order to Judge	0.9	\$300.00	\$270.00
2020.03.05	Yes To Cosmetics	MCS	Fixed formatting on stip and proposed order, finalized and assisted with filing.	1.7	\$275.00	\$467.50
2020.03.05	Yes To Cosmetics	YZK	Finalize draft stip and draft accompanying proposed order	0.4	\$725.00	\$290.00
2020.03.06	Yes To Cosmetics	AJO	Finalize 23(g) reply	0.3	\$450.00	\$135.00
2020.03.06	Yes To Cosmetics	DLS	Finalized and filed reply ISO motion for appointment of counsel	0.9	\$300.00	\$270.00
2020.03.06	Yes To Cosmetics	YZK	Collaborate with team on finalizing 23(g) reply brief	2.7	\$725.00	\$1,957.50
2020.03.09	Yes To Cosmetics	YZK	contact new counsel re request	0.1	\$725.00	\$72.50
2020.03.10	Yes To Cosmetics	YZK	Email to J Goldman and call to other counsel to discuss scheduling	0.2	\$725.00	\$145.00
2020.03.11	Yes To Cosmetics	AJO	Review OTSC in Aughtman and send to internal team	0.2	\$450.00	\$90.00
2020.03.11	Yes To Cosmetics	YZK	Review Aughtman OTSC	0.1	\$725.00	\$72.50
2020.03.16	Yes To Cosmetics	AJO	Telephone conference with defense counsel re settlement	0.3	\$450.00	\$135.00
2020.03.16	Yes To Cosmetics	AJO	Confer with YZK re settlement strategy	0.2	\$450.00	\$90.00
2020.03.16	Yes To Cosmetics	YZK	Prep for and attend call w opposing counsel re settlement	0.5	\$725.00	\$362.50
2020.03.17	Yes To Cosmetics	DLS	Prepared draft and filed request for leave to appear by telephone	1.0	\$300.00	\$300.00
2020.03.17	Yes To Cosmetics	LTF	Left message for Judge Birotte's clerk regarding 3/20 hearing, discussed request for telephonic appearance with Debbie Schroeder and discussed hearing with Yitz Kopel and revised request for telephonic appearance and reviewed 23(g) papers.	1.2	\$1,000.00	\$1,200.00

DATE	MATTER	ATTY	DESCRIPTION	TIME	RATE	TOTAL
2020.03.17	Yes To Cosmetics	YZK	Conf w/ LTF re 23(g) hearing (.3); Locate emails for all counsel and provide notice of request to appear by telephone (.2); Review court order (.1); Conf w/ AJO re same (.2)	0.8	\$725.00	\$580.00
2020.03.18	Yes To Cosmetics	LTF	Discussed 23(g) order with YZK and reviewed order.	0.3	\$1,000.00	\$300.00
2020.03.19	Yes To Cosmetics	AJO	Draft SAC	1.8	\$450.00	\$810.00
2020.03.19	Yes To Cosmetics	YZK	Conf w/ AJO re new case and management plan	0.2	\$725.00	\$145.00
2020.03.20	Yes To Cosmetics	AJO	Finalize SAC and prepare for filing	0.8	\$450.00	\$360.00
2020.03.20	Yes To Cosmetics	DLS	Made edits to SAC; filed	0.7	\$300.00	\$210.00
2020.03.20	Yes To Cosmetics	MCS	Fixed formatting on SAC and finalized, attached exhibits and sent to AJO and YZK for review	2.1	\$275.00	\$577.50
2020.03.24	Yes To Cosmetics	AJO	Review sales figures and confer with YZK	0.2	\$450.00	\$90.00
2020.03.26	Yes To Cosmetics	AJO	Confer with YZK re settlement	0.2	\$450.00	\$90.00
2020.03.26	Yes To Cosmetics	YZK	review sales figures and discuss next steps with AJO	0.7	\$725.00	\$507.50
2020.03.27	Yes To Cosmetics	YZK	Prep for call re settlement demand and leave vm	0.4	\$725.00	\$290.00
2020.03.30	Yes To Cosmetics	YZK	Call w/ opposing counsel re settlement	0.3	\$725.00	\$217.50
2020.04.14	Yes To Cosmetics	AJO	Confer with YZK re strategy	0.2	\$450.00	\$90.00
2020.04.14	Yes To Cosmetics	YZK	conf w// AO re requested extension	0.2	\$725.00	\$145.00
2020.04.14	Yes To Cosmetics	YZK	Confer with J Goldman re extension	0.2	\$725.00	\$145.00
2020.04.20	Yes To Cosmetics	YZK	Confer w/ opposing counsel re next steps	0.5	\$725.00	\$362.50
2020.04.24	Yes To Cosmetics	LTF	Telephone call with Gary Mason and Gary Klinger and email exchange with Yitz Kopel.	0.2	\$1,000.00	\$200.00
2020.05.01	Yes To Cosmetics	YZK	Email co counsel re new complaint	0.2	\$725.00	\$145.00
2020.05.06	Yes To Cosmetics	AJO	Call w/ G. Wade and K. Grunfeld regarding consolidated complaint	0.2	\$450.00	\$90.00
2020.05.06	Yes To Cosmetics	YZK	Prep for and attend call w/ new co counsel to discuss drafting of complaint	1.1	\$725.00	\$797.50
2020.05.08	Yes To Cosmetics	AJO	Prepare venue declaration for McCoy	0.7	\$450.00	\$315.00
2020.05.11	Yes To Cosmetics	AJO	Review new venue dec	0.1	\$450.00	\$45.00
2020.05.11	Yes To Cosmetics	YZK	Review and revise venue decl	0.3	\$725.00	\$217.50
2020.05.12	Yes To Cosmetics	YZK	Circulate draft venue del	0.1	\$725.00	\$72.50
2020.05.13	Yes To Cosmetics	AJO	Review Consolidated Complaint	0.5	\$450.00	\$225.00
2020.05.13	Yes To Cosmetics	YZK	Conf w/ team re consolidated complaint	0.4	\$725.00	\$290.00

DATE	MATTER	ATTY	DESCRIPTION	TIME	RATE	TOTAL
2020.05.15	Yes To Cosmetics	AJO	Review and revise consolidated complaint	1.1	\$450.00	\$495.00
2020.06.05	Yes To Cosmetics	AJO	Confer with YZK re strategy	0.2	\$450.00	\$90.00
2020.06.05	Yes To Cosmetics	LTF	Call with Yitz Kopel regarding settlement issues.	0.2	\$1,000.00	\$200.00
2020.06.05	Yes To Cosmetics	YZK	Call w/ opposing counsel re settlement (.4); calls w/ AJO and LTF re same (.5)	0.9	\$725.00	\$652.50
2020.06.09	Yes To Cosmetics	LTF	Discussed settlement with Andrew Obergfell and Yitz Kopel.	0.2	\$1,000.00	\$200.00
2020.06.09	Yes To Cosmetics	YZK	Conf internally re insurance coverage and Chicago action	0.7	\$725.00	\$507.50
2020.06.10	Yes To Cosmetics	LTF	Scheduled call with Gary Mason and discussed same with Mr. Mason.	0.1	\$1,000.00	\$100.00
2020.06.11	Yes To Cosmetics	AJO	Confer with YZK re strategy	0.2	\$450.00	\$90.00
2020.06.11	Yes To Cosmetics	AJO	Conference call w/ Gary Mason	0.5	\$450.00	\$225.00
2020.06.11	Yes To Cosmetics	AJO	Confer with YZK re settlement strategy	0.2	\$450.00	\$90.00
2020.06.11	Yes To Cosmetics	YZK	Settlement call w/ J Goldman	0.6	\$725.00	\$435.00
2020.06.11	Yes To Cosmetics	YZK	Prep for and attend call w/ G Mason re collaboration	0.9	\$725.00	\$652.50
2020.06.12	Yes To Cosmetics	AJO	Review Answer	0.3	\$450.00	\$135.00
2020.06.15	Yes To Cosmetics	AJO	Review order setting scheduling conference and calendar dates	0.2	\$450.00	\$90.00
2020.06.22	Yes To Cosmetics	YZK	Call w/ counsel from Chicago case re status of settlement discussions	0.5	\$725.00	\$362.50
2020.06.23	Yes To Cosmetics	YZK	Send reply email to co-counsel re 26(f) conference and report	0.2	\$725.00	\$145.00
2020.06.30	Yes To Cosmetics	YZK	Email J Goldman re settlement discussions	0.1	\$725.00	\$72.50
2020.07.14	Yes To Cosmetics	AJO	Call w/ Mason firm regarding settlement; debrief with YZK	0.7	\$450.00	\$315.00
2020.07.14	Yes To Cosmetics	YZK	Prep for and attend settlement call	0.6	\$725.00	\$435.00
2020.07.17	Yes To Cosmetics	AEL	Respond to inquiry from class member	0.1	\$250.00	\$25.00
2020.07.23	Yes To Cosmetics	AJO	Call Shawanna McCoy re status	0.2	\$450.00	\$90.00
2020.07.23	Yes To Cosmetics	AJO	Prepare correspondence to S. McCoy	0.1	\$450.00	\$45.00
2020.07.29	Yes To Cosmetics	AJO	Telephone call w/ Mason regarding settlement	0.3	\$450.00	\$135.00
2020.07.29	Yes To Cosmetics	AJO	Debrief w/ YZK	0.3	\$450.00	\$135.00
2020.07.29	Yes To Cosmetics	YZK	Prep for and attend call w/ G Mason and G Klinger	0.8	\$725.00	\$580.00
2020.07.31	Yes To Cosmetics	AJO	Confer with G. Wade regarding settlement strategy	0.5	\$450.00	\$225.00

DATE	MATTER	ATTY	DESCRIPTION	TIME	RATE	TOTAL
2020.07.31	Yes To Cosmetics	YZK	Call G Wade to talk about settlement	0.5	\$725.00	\$362.50
2020.08.23	Yes To Cosmetics	AJO	Review and Respond to G. Wade email re 26(f)	0.2	\$450.00	\$90.00
2020.08.25	Yes To Cosmetics	YZK	Call w/ J Goldman re scheduling 26(f) and settlement; circulate emails re same	0.3	\$725.00	\$217.50
2020.08.31	Yes To Cosmetics	AJO	attend 26(f) conference	0.2	\$450.00	\$90.00
2020.08.31	Yes To Cosmetics	YZK	Prep for and attend Rule 26(f) conf	1.1	\$725.00	\$797.50
2020.09.01	Yes To Cosmetics	LTF	Discussed 26(f) report with Yitz Kopel	0.1	\$1,000.00	\$100.00
2020.09.01	Yes To Cosmetics	YZK	Review and redline 26(f) report	0.5	\$725.00	\$362.50
2020.09.02	Yes To Cosmetics	AEL	spoke w/ client Schwanna Mccoy, transferred call to Andrew (.1)	0.1	\$250.00	\$25.00
2020.09.02	Yes To Cosmetics	AJO	Telephone conference with client McCoy regarding status	0.2	\$450.00	\$90.00
2020.09.03	Yes To Cosmetics	YZK	Email opposing counsel re 26(f) report	0.1	\$725.00	\$72.50
2020.09.04	Yes To Cosmetics	YZK	Send emails re 26(f) report (.4); Review redlines (.2); Conf w/ co counsel re same (.4)	1.0	\$725.00	\$725.00
2020.09.11	Yes To Cosmetics	YZK	Review new scheduling order	0.2	\$725.00	\$145.00
2020.09.15	Yes To Cosmetics	AJO	Review scheduling order and calendar dates	1.8	\$450.00	\$810.00
2020.09.22	Yes To Cosmetics	AJO	Review/revise/draft discovery responses	2.4	\$450.00	\$1,080.00
2020.09.22	Yes To Cosmetics	SNB	Draft discovery request to Defendant	3.4	\$350.00	\$1,190.00
2020.09.23	Yes To Cosmetics	YZK	Draft RFPs	2.1	\$725.00	\$1,522.50
2020.09.24	Yes To Cosmetics	AJO	Settlement call with defense counsel	0.3	\$450.00	\$135.00
2020.09.24	Yes To Cosmetics	DLS	Made edits; prepared proof of service and served RFPs	0.6	\$300.00	\$180.00
2020.09.24	Yes To Cosmetics	YZK	Prep for and attend settlement call (.5); finalize RFPs for service (.7)	1.2	\$725.00	\$870.00
2020.09.25	Yes To Cosmetics	YZK	Exchange several emails with counsel re mediation	0.4	\$725.00	\$290.00
2020.09.29	Yes To Cosmetics	YZK	Work on scheduling mediation	0.4	\$725.00	\$290.00
2020.10.05	Yes To Cosmetics	AJO	Telephone conference with client McCoy regarding status	0.2	\$450.00	\$90.00
2020.10.08	Yes To Cosmetics	AJO	Draft initial disclosures	1.2	\$450.00	\$540.00
2020.10.09	Yes To Cosmetics	YZK	Deal w/ initial disclosure issue	0.8	\$725.00	\$580.00
2020.10.12	Yes To Cosmetics	YZK	Respond to extension request	0.2	\$725.00	\$145.00
2020.10.13	Yes To Cosmetics	AEL	forwarded Yes To email to Andrew and Yitz	0.1	\$250.00	\$25.00
2020.10.14	Yes To Cosmetics	YZK	Conf w/ AJO re new client inquiry	0.4	\$725.00	\$290.00
2020.10.26	Yes To Cosmetics	YZK	Send email to opposing counsel re sales figures	0.3	\$725.00	\$217.50

DATE	MATTER	ATTY	DESCRIPTION	TIME	RATE	TOTAL
2020.10.27	Yes To Cosmetics	YZK	Draft and circulate JPA	0.8	\$725.00	\$580.00
2020.10.29	Yes To Cosmetics	AJO	Review correspondence from co-counsel regarding mediation (.1); respond (.1)	0.2	\$450.00	\$90.00
2020.10.30	Yes To Cosmetics	AJO	Call w/ co-counsel regarding mediation strategy	0.4	\$450.00	\$180.00
2020.10.30	Yes To Cosmetics	YZK	Review and analyze sales figures (.6); prep for and attend call w/ co counsel re mediation (.7)	1.3	\$725.00	\$942.50
2020.11.02	Yes To Cosmetics	LTF	Discussed mediation brief with Yitz Kopel and sent him some models.	0.1	\$1,000.00	\$100.00
2020.11.02	Yes To Cosmetics	YZK	Begin drafting mediation br	0.5	\$725.00	\$362.50
2020.11.03	Yes To Cosmetics	AJO	Review mediation brief; revise	0.4	\$450.00	\$180.00
2020.11.03	Yes To Cosmetics	YZK	Complete mediation br	0.9	\$725.00	\$652.50
2020.11.04	Yes To Cosmetics	YZK	Finalize and circulate mediation statement	1.5	\$725.00	\$1,087.50
2020.11.05	Yes To Cosmetics	YZK	Review and analyze D's mediation statement	1.3	\$725.00	\$942.50
2020.11.11	Yes To Cosmetics	AJO	Attend Zoom mediation with Jill Sperber	6.1	\$450.00	\$2,745.00
2020.11.11	Yes To Cosmetics	FJK	Conf w/ Y. Kopel re mediation strategy	0.3	\$700.00	\$210.00
2020.11.11	Yes To Cosmetics	JIM	Confer with Y. Kopel to prepare for today's mediation (.3); confer with Y. Kopel during the mediation about strategy for settlement negotiations (.3)	0.6	\$900.00	\$540.00
2020.11.11	Yes To Cosmetics	LTF	Discussed mediation with Yitz Kopel.	0.2	\$1,000.00	\$200.00
2020.11.11	Yes To Cosmetics	YZK	Prep for and attend mediation	9.5	\$725.00	\$6,887.50
2020.11.12	Yes To Cosmetics	AJO	Draft settlement agreement	0.4	\$450.00	\$180.00
2020.11.13	Yes To Cosmetics	AJO	Continue drafting settlement agreement	5.7	\$450.00	\$2,565.00
2020.11.13	Yes To Cosmetics	YZK	Review co counsel's outline for settlement admin bids and comment on same	0.4	\$725.00	\$290.00
2020.11.16	Yes To Cosmetics	AJO	Continue drafting settlement agreement	2.1	\$450.00	\$945.00
2020.11.16	Yes To Cosmetics	AJO	Confer with Plaintiff Whitfield regarding terms of class settlement, timeline	0.2	\$450.00	\$90.00
2020.11.16	Yes To Cosmetics	AJO	Confer with Plaintiff McCoy regarding terms of class settlement, timeline	0.2	\$450.00	\$90.00
2020.11.16	Yes To Cosmetics	YZK	Review, redline, and circulate Settlement agreement	2.4	\$725.00	\$1,740.00
2020.11.17	Yes To Cosmetics	YZK	Finalize and circulate draft SA	0.7	\$725.00	\$507.50
2020.11.19	Yes To Cosmetics	YZK	Call w/ J Goldmand re settlement	0.2	\$725.00	\$145.00
2020.11.23	Yes To Cosmetics	YZK	Email Jeff re extension request (.1); Conf w/ settlement admin (.5)	0.6	\$725.00	\$435.00

DATE	MATTER	ATTY	DESCRIPTION	TIME	RATE	TOTAL
2020.11.24	Yes To Cosmetics	YZK	Review and comment on redlines to SA (.9); Conf w. team and respond to extension request (.4)	1.3	\$725.00	\$942.50
2020.11.30	Yes To Cosmetics	YZK	Review communications re settlement agreement (.3); Call w/ G Wade re same (.5); Call w/ J Goldman re redlines (.5)	1.3	\$725.00	\$942.50
2020.12.03	Yes To Cosmetics	YZK	Call w/ G Haber re settlement admin	0.5	\$725.00	\$362.50
2020.12.04	Yes To Cosmetics	JCD	Work on drafting Long Form and Short Form Notice	4.1	\$315.00	\$1,291.50
2020.12.04	Yes To Cosmetics	LTF	Discussed notices with Yitz Kopel	0.1	\$1,000.00	\$100.00
2020.12.04	Yes To Cosmetics	YZK	Work on settlement notice docs	0.3	\$725.00	\$217.50
2020.12.06	Yes To Cosmetics	JCD	Long Form and Short Form Notice	5.0	\$315.00	\$1,575.00
2020.12.07	Yes To Cosmetics	JCD	Long Form and Short Form Notice	3.3	\$315.00	\$1,039.50
2020.12.07	Yes To Cosmetics	YZK	Work on finalizing settlement docs	1.4	\$725.00	\$1,015.00
2020.12.09	Yes To Cosmetics	YZK	Prep for and attend call w/ co counsel re settlement admin	1.4	\$725.00	\$1,015.00
2020.12.11	Yes To Cosmetics	YZK	Work on settlement docs	2.5	\$725.00	\$1,812.50
2020.12.14	Yes To Cosmetics	DLS	Made edits to settlement notice	0.5	\$300.00	\$150.00
2020.12.14	Yes To Cosmetics	MCS	Assist with finalizing and filing notice of settlement	1.0	\$275.00	\$275.00
2020.12.14	Yes To Cosmetics	YZK	Finalize notice of settlement	0.4	\$725.00	\$290.00
2020.12.16	Yes To Cosmetics	YZK	Work on finalizing settlement docs	2.2	\$725.00	\$1,595.00
2020.12.17	Yes To Cosmetics	YZK	Email counsel to finalize settlement docs	0.4	\$725.00	\$290.00
2020.12.21	Yes To Cosmetics	YZK	Email opposing counsel re claims form	0.2	\$725.00	\$145.00
2020.12.22	Yes To Cosmetics	AJO	Telephone conference with client Whitfield regarding status	0.2	\$450.00	\$90.00
2020.12.22	Yes To Cosmetics	YZK	Negotiate form of claim form with opposing counsel	0.9	\$725.00	\$652.50
2020.12.28	Yes To Cosmetics	MAG	Prelim Settlement Motion Draft	2.1	\$315.00	\$661.50
2020.12.29	Yes To Cosmetics	MAG	Prelim Settlement Motion Draft	1.4	\$315.00	\$441.00
2020.12.30	Yes To Cosmetics	MAG	Prelim Settlement Motion Draft	4.6	\$315.00	\$1,449.00
2020.12.30	Yes To Cosmetics	YZK	Work on preliminary approval brief	0.6	\$725.00	\$435.00
2020.12.31	Yes To Cosmetics	MAG	Prelim Settlement Motion Draft	3.2	\$315.00	\$1,008.00
2021.01.06	Yes To Cosmetics	YZK	Work on preliminary approval docs	2.8	\$725.00	\$2,030.00
2021.01.08	Yes To Cosmetics	AEL	Sent Yes To clients Final Settlement Agreement for e-sign (.3); Spoke w/ client McCoy re address update, sent follow up email to RSR (.2)	0.5	\$250.00	\$125.00

DATE	MATTER	ATTY	DESCRIPTION	TIME	RATE	TOTAL
2021.01.12	Yes To Cosmetics	YZK	Work on finalizing settlement and getting executed	0.7	\$725.00	\$507.50
2021.01.13	Yes To Cosmetics	AJO	Confer with YZK regarding re-opening case and status of preliminary approval	0.1	\$450.00	\$45.00
2021.01.13	Yes To Cosmetics	MAG	Notice of settlement	0.8	\$315.00	\$252.00
2021.01.19	Yes To Cosmetics	YZK	Work with co counsel and opposing counsel to finalize settlement	0.6	\$725.00	\$435.00
2021.01.22	Yes To Cosmetics	YZK	Conf w/ counsel re timing of settlement execution	0.3	\$725.00	\$217.50
2021.01.26	Yes To Cosmetics	AJO	Prepare correspondence to co-counsel regarding preliminary approval motion	0.2	\$450.00	\$90.00
2021.01.26	Yes To Cosmetics	AJO	Review/edit preliminary approval motion	2.1	\$450.00	\$945.00
2021.01.27	Yes To Cosmetics	AJO	Attend telephone conference with co-counsel regarding PA motion	0.4	\$450.00	\$180.00
2021.01.27	Yes To Cosmetics	AJO	Attention to YZK PHV motion - confer with D. Schroeder, local counsel, logistics	0.5	\$450.00	\$225.00
2021.01.27	Yes To Cosmetics	AJO	Review/edit PA brief	2.1	\$450.00	\$945.00
2021.01.27	Yes To Cosmetics	AJO	Draft YZK Declaration ISO PA motion	1.6	\$450.00	\$720.00
2021.01.27	Yes To Cosmetics	AJO	Review correspondence from co-counsel regarding fully executed settlement agreement; respond	0.2	\$450.00	\$90.00
2021.01.27	Yes To Cosmetics	RSR	Ordered YZK cert of good standing (.1); Prepared YZK PHV motion (0.6); Gather expenses to date (0.2)	0.9	\$300.00	\$270.00
2021.01.28	Yes To Cosmetics	AJO	Finalize YZK declaration and send to co-counsel	0.6	\$450.00	\$270.00
2021.01.28	Yes To Cosmetics	YZK	Review and revise decl	0.9	\$725.00	\$652.50
2021.01.29	Yes To Cosmetics	YZK	Review PA motion	0.5	\$725.00	\$362.50
2021.02.05	Yes To Cosmetics	LTF	Email exchange with Yitz Kopel regarding media inquiry.	0.1	\$1,000.00	\$100.00
2021.02.09	Yes To Cosmetics	YZK	Review draft banner ads	0.5	\$725.00	\$362.50
2021.02.23	Yes To Cosmetics	AJO	Confer with YZK re PA hearing	0.2	\$450.00	\$90.00
2021.02.23	Yes To Cosmetics	YZK	Revise PHV materials	0.3	\$725.00	\$217.50
2021.02.25	Yes To Cosmetics	YZK	Prep for tomorrow's hearing	2.4	\$725.00	\$1,740.00
2021.02.26	Yes To Cosmetics	YZK	Prep for and attend preliminary approval hearing	3.4	\$725.00	\$2,465.00
2021.03.03	Yes To Cosmetics	YZK	Review and calendar new deadlines	0.5	\$725.00	\$362.50
2021.03.17	Yes To Cosmetics	YZK	Emails w/ Sarah A to plan for briefing	0.3	\$725.00	\$217.50

DATE	MATTER	ATTY	DESCRIPTION	TIME	RATE	TOTAL
2021.04.12	Yes To Cosmetics	YZK	Review notice materials	2.1	\$725.00	\$1,522.50
2021.04.13	Yes To Cosmetics	YZK	Work on revisions to notice materials	0.8	\$725.00	\$580.00
2021.04.19	Yes To Cosmetics	YZK	Prep for and attend call w/ notice admin	0.8	\$725.00	\$580.00
2021.04.30	Yes To Cosmetics	YZK	Review claims numbers and email press release to Allure	0.5	\$725.00	\$362.50
2021.05.11	Yes To Cosmetics	YZK	Return call to client	0.5	\$725.00	\$362.50
2021.05.11	Yes To Cosmetics	AJO	Correspond with client McCoy regarding status	0.2	\$450.00	\$90.00
2021.05.27	Yes To Cosmetics	YZK	Email admin re claims report and analyze same	0.3	\$725.00	\$217.50

Bursor & Fisher, P.A. Expenses - Yes To Cosmetics			
		\$920.00	Court Fees
		\$2,525.00	Mediation Fees
		\$372.60	Postage & Delivery Fees
		\$135.00	Transportation Fees
		\$3,952.60	Total Yes To Cosmetic Expenses
Court Fees			
DATE	MATTER	AMOUNT	DESCRIPTION
2020.01.24	Yes to Cosmetics	\$400.00	Courts/USDC-CA-C
2021.01.27	Yes to Cosmetics	\$20.00	NJ Board of Bar Examiners - YZK Cert of Good Standing
2021.02.23	Yes to Cosmetics	\$500.00	Courts USDC-CA-C
		\$920.00	Total Court Fees
Mediation Fees			
DATE	MATTER	AMOUNT	DESCRIPTION
2020.10.28	Yes to Cosmetics	\$2,525.00	Judicate West
		\$2,525.00	Total Mediation Fees
Postage & Delivery Fees			
DATE	MATTER	AMOUNT	DESCRIPTION
2020.01.23	Yes to Cosmetics	\$39.03	FedEx
2020.01.24	Yes to Cosmetics	\$31.84	FedEx
2020.01.24	Yes to Cosmetics	\$87.45	FedEx
2020.01.24	Yes to Cosmetics	\$81.97	FedEx
2020.01.28	Yes to Cosmetics	\$31.84	FedEx
2020.03.11	Yes to Cosmetics	\$70.72	Goldenstate Overnight
2020.04.13	Yes to Cosmetics	\$29.75	First Legal - Courtesy Copies
		\$372.60	Total Postage & Delivery Fees
Transportation Fees			
DATE	MATTER	AMOUNT	DESCRIPTION
2020.03.04	Yes to Cosmetics	\$27.00	Champion Parking
2020.11.11	Yes to Cosmetics	\$27.00	Maestro Parking
2020.11.13	Yes to Cosmetics	\$27.00	Maestro Parking
2020.11.16	Yes to Cosmetics	\$27.00	Maestro Parking
2021.01.27	Yes to Cosmetics	\$27.00	Maestro Parking
		\$135.00	Total Transportation Fees

B&F HOURLY RATES

(As of 6/8/2021)

2021

Timekeeper (Class Year) (Title)	2021 Rate
Scott A. Bursor (1997) (Partner)	\$1,000
L. Timothy Fisher (1997) (Partner)	\$1,000
Joseph I. Marchese (2002) (Partner)	\$900
Joel D. Smith (2006) (Partner)	\$850
Josh D. Arisohn (2007) (Partner)	\$825
Sarah N. Westcot (2009) (Partner)	\$800
Neal J. Deckant (2011) (Partner)	\$750
Yitz Z. Kopel (2012) (Partner)	\$725
Yeremey O. Krivoshey (2013) (Partner)	\$700
Frederick J. Klorczyk (2013) (Partner)	\$700
Philip L. Fraietta (2014) (Partner)	\$675
Alec M. Leslie (2016) (Associate)	\$450
Andrew J. Obergfell (2016) (Associate)	\$450
Blair E. Reed (2017) (Associate)	\$375
Stephen A. Beck (2018) (Associate)	\$350
Brittany S. Scott (2019) (Associate)	\$325
Max S. Roberts (2019) (Associate)	\$325
Matthew A. Girardi (2020) (Associate)	\$325
Julian C. Diamond (2020) (Associate)	\$325
Debbie L. Schroeder (Senior Litigation Support Specialist)	\$300
Rebecca S. Richter (Senior Litigation Support Specialist)	\$300
Erin M. Wald (Senior Litigation Support Specialist)	\$300
J. Georgina McCulloch (Senior Litigation Support Specialist)	\$275
Molly C. Sasseen (Senior Litigation Support Specialist)	\$275
Steven E. Riley (Litigation Support Specialist)	\$250
Judy Fontanilla (Litigation Support Specialist)	\$250
Amanda Larson (Litigation Support Specialist)	\$250
Amy S. Michel-Arce (Litigation Support Specialist)	\$250

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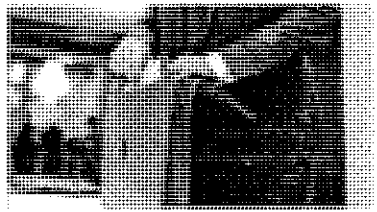
Lawyer Fees Keep Growing, But Don't Believe Them. Clients Are Demanding, and Getting, Discounts

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By JENNIFER SMITH

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



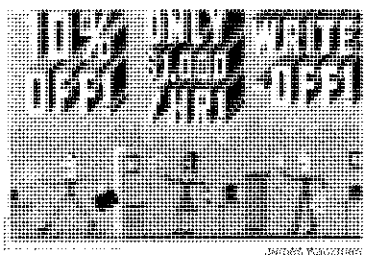
Top partners at leading U.S. law firms are charging more than ever — routinely \$1,150 or more an hour — but after discounts and write-offs the nosebleed rates aren't all they appear to be. Jennifer Smith reports. Photo: Getty Images.

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

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

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

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



JENNIFER SMITH

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

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

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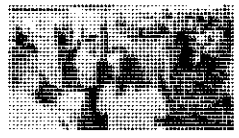
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That gilded circle includes tax experts such as Christopher Roman of King & Spalding LLP and Todd Maynes of Kirkland & Ellis LLP, intellectual-property partner Nader A. Mousavi of Sullivan & Cromwell LLP, and deal lawyers such as Kenneth M. Schneider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

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

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

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

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

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

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

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

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

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

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

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

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

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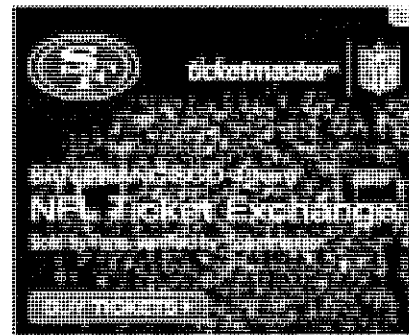
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More than a dozen leaders at major law firms declined to discuss rate increases on the record, though some said privately that the increase in associate rates could be caused in part by step increases as junior lawyers gain in seniority.

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

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

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

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

Write to Jennifer Smith at jennifer.smith@wsj.com

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Primary Contact Name:	JOHN MCCARTHY	Dealer URL:	secor.dodge.jeep.com
Primary Contact Phone:	860 443 8335	Sales Hours:	M-TH 9-7 F/S 9-5
Primary Contact Email:	johnm_sacor@yahoo.com	Service Hours:	M-F 8-5
Fax Number for Appointments:	860 443 2295	Dealership Phone#	860 443 8335
Authorized Sales Rep:	MIKE HUAD	Tax ID:	27 3709016

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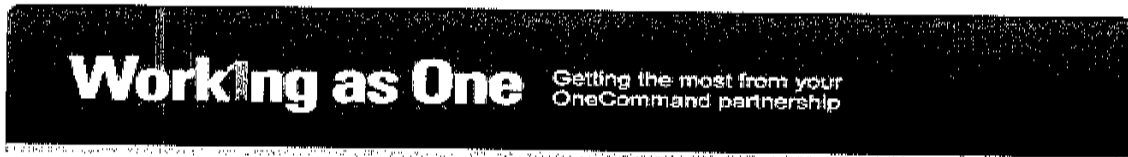
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When It Comes to Billing, Latest Rate Report Shows the Rich Keep Getting Richer

Posted by Sara Randazzo

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

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

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

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

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

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

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

The report's key data points include:

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

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

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

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

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

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

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

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

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

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FEBRUARY 23, 2011
Top Billers

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

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Schmidt, Gerhard	Wells Fargo	Finance	Corporate	Mergers and Acquisition	\$1,165	Aleris International	2010
Gon, Michele Y.L.	Baker McKenzie	Real Estate	Mergers and Acquisition	Intellectual Property	\$1,163	Morris Liquidation Company	2010
Shuzar, Andrew	Cleary Gottlieb	Bankruptcy			\$1,160	Truvo	2010
McDonald, Michael	Cleary Gottlieb	Corporate	Mergers and Acquisition		\$1,160	Truvo	2010
Vandermolen, Dirk	Cleary Gottlieb	Environmental Litigation	Litigation		\$1,130	Truvo	2010
Reding, Jacques	Cleary Gottlieb	Bankruptcy	Mergers and Acquisition	Equities	\$1,130	Truvo	2010
McArdle, Wayne P.	Gibson Dunn	Corporate			\$1,110	Lehman Brothers Holding Inc	2010
DuBois, Pierre-Alexandre	Kirkland & Ellis LLP	Intellectual Property			\$1,105	Reader's Digest Association Inc	2010
Scheller, Brad	Fried Frank	Bankruptcy			\$1,100	Station Casinos	2010
Lewin-Smith, Guy	Debevoise & Plimpton LLP	Corporate			\$1,080	MIG Inc	2010
Brown, Michael	Jones Day	Finance	Litigation	Regulatory	\$1,075	Lehman Brothers Holding Inc	2010
Coffey, Lee	Jones Day	Litigation	International Law	Energy	\$1,075	Lehman Brothers Holding Inc	2010
Stueck, Barnaby C.	Jones Day	Bankruptcy			\$1,075	Lehman Brothers Holding Inc	2010
Kortan, Mitchell A.	Gibson Dunn	Litigation			\$1,075	Airbnb	2010
Brockway, David	Bingham McCutchen	Corporate			\$1,065	Lehman Brothers Holding Inc	2010
Mages, John B.	Bingham McCutchen	Tax			\$1,065	Lehman Brothers Holding Inc	2010
Nelson, William F.	Bingham McCutchen	Tax			\$1,065	Lehman Brothers Holding Inc	2010
Plaliko, Bernie	Shearman & Sterling LLP	Tax			\$1,065	Worldspace	2010
Meyerson, Lee	Simpson Thacher	Capital Markets	Mergers and Acquisition		\$1,050	Washington Mutual	2010
Nesgos, Peter	Milbank Tweed	Finance			\$1,050	Sea Launch Company	2010
Clayton, Lewis	Paul Weiss	Intellectual Property			\$1,050	SP Wind Down Inc	2010
Flader, Robert	Paul Weiss	Labor and Employment			\$1,050	SP Wind Down Inc	2010
Reizenberg, Peter	Paul Weiss	Corporate	Tax		\$1,050	SP Wind Down Inc	2010
Baronsky, Kenneth J	Milbank Tweed	Bankruptcy	Mergers and Acquisition	Securities Litigation	\$1,050	Station Casinos	2010
Palmer, Deryck A.	Cadwalder	Finance	Bankruptcy	Mergers and Acquisition	\$1,050	Lyondell Chemical Company	2010
Aronzon, Paul	Milbank Tweed	Bankruptcy			\$1,050	Lehman Brothers Holding Inc	2010

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

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Case 4:94-cv-02307-CW Document 1850-2 Filed 03/04/11 Page 32 of 37

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FEBRUARY 24, 2011

Top Billers

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

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

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

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

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FEBRUARY 23, 2011

Top Billers

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

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Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Milmo, J. Gregory	Skadden	Bankruptcy			\$1,050	Interstate Bakeries	2009
Braut, Eben	Allen & Overy LLP	Antitrust			\$1,038	Chemura Corp.	2009
Stroh, Neal	Skadden	Antitrust			\$1,035	Varasun Energy Corporation	2009
Hayman, Linda C.	Skadden	Corporate	Mergers and Acquisitions		\$1,035	Interstate Bakeries	2009
Neelke, Peter J.	Skadden	Finance			\$1,032	Interstate Bakeries	2009
MacLachlan, James	Baker McKelvie	Tax			\$1,029	Microm	2009
Keck, Colleen	Allen & Overy LLP	Corporate	Intellectual Property		\$1,028	BearingPoint	2009
Kelher, Eileen	Allen & Overy LLP	Mergers and Acquisitions			\$1,028	BearingPoint	2009
Fujita, Francisc	Vinson & Elkins	Capital Markets	Energy	International Law	\$1,028	MPF Holding US LLC and Official Committee Of Unsecured Creditors	2009
Reyman, David	Skadden	Tax			\$1,026	Mark IV Industries	2009
Davenport II, Kirk	Latham Watkins	Capital Markets			\$1,025	Dayton Superior	2009
Clayton, Lewis	Paul Weiss	Intellectual Property			\$1,025	Tronox	2009
Fisch, Peter	Paul Weiss	Real Estate			\$1,025	Tronox	2009
Kornberg, Alan	Paul Weiss	Bankruptcy			\$1,025	Tronox	2009
Schimek, Terry	Paul Weiss	Finance			\$1,025	Tronox	2009
Smith, Mark	Skadden	Corporate			\$1,013	Mark IV Industries	2009
Hyde, Mark	Clifford Chance	Bankruptcy			\$1,000	Lyondell Chemical Company	2009
Butters, James	Clifford Chance	Mergers and Acquisitions			\$1,000	Lyondell Chemical Company	2009
Safirstein, Jeffrey	Paul Weiss	Bankruptcy			\$1,000	Samsonite Company	2009
Meyerson, Lee	Simpson Thacher	Capital Markets	Mergers and Acquisitions		\$1,000	Washington Mutual	2009
Finley, John	Simpson Thacher	Mergers and Acquisitions			\$1,000	Lehman Brothers Holding Inc	2009
Gover, Alan	White & Case	Bankruptcy			\$1,000	Hospital Partners	2009

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

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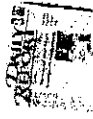
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Adelson, Elliot A.	Partner	Litigation	Kirkland and Ellis	San Francisco	CA	United States					
Agnew, Anton L.	Associate		Jones Day	San Francisco	CA	United States					
Allhoff, Hans J.	Associate		Kirkland and Ellis	San Francisco	CA	United States					
Baker, James P.	Partner	Employee Benefits and Exec Comp	Jones Day	San Francisco	CA	United States	1980	430	420	730	
Bass, Eric	Associate		Jones Day	San Francisco	CA	United States					
Bennett, Peter J.	Partner	Business Restructuring and Reorganization	Farley Braun and Mermal	San Francisco	CA	United States	1974	400	745	775	
Bering, Scott M.	Associate	Business and Finance	Morgan Lewis and Bochner	San Francisco	CA	United States	2007		505	345	
Bretan, David M.	Partner	Commercial Litigation, Bankruptcy and Reorg.	Pacheco, Slung, Zehl and Jones	San Francisco	CA	United States					
Brosch, Martha	Partner	Corporate, Clinical Investigations	Jones Day	San Francisco	CA	United States					
Burtch, Jeffrey	Partner	White Collar Crime, Commercial Litigation	K and L Gates	San Francisco	CA	United States		525	590	725	
Brown, David W.	Partner	Business and Finance	Covington and Burling	San Francisco	CA	United States	1996	640		550	
Browning, J. Taylor	Partner	Toxic and Environmental Litigation	Morgan Lewis and Bochner	San Francisco	CA	United States				560	
Bunnag, Brenda L.	Associate		King and Spalding	San Francisco	CA	United States					
Castro, Rich Arch	Associate	Environmental	Farley Braun and Mermal	San Francisco	CA	United States		380	875		
Christison, C. Bishop	Partner	Corporate Finance and Reorganization	McKewen and Myers	San Francisco	CA	United States					
Christman, Ryan M.	Associate	Business Restructuring and Reorganization	Kirkland and Ellis	San Francisco	CA	United States	2001	315		525	
Conroy, Michelle	Associate	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States					
Cosby, Peter J.	Equated	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	1984		585	585	
Davies, Doug	Partner	Employment	Farley Braun and Mermal	San Francisco	CA	United States		510			
Doble, Sam	Partner	Business Transactions	Farley Braun and Mermal	San Francisco	CA	United States		280			
Djafar, Benjamin	Associate	Complex Commercial	Heller Ehrlich	San Francisco	CA	United States		575			
Evans, Megan	Associate	Securities Litigation	Heller Ehrlich	San Francisco	CA	United States					
Dobryzowski, Daniel T.	Associate	Trust	Jones Day	San Francisco	CA	United States					
Douglas, Scott	Partner	Construction	Farley Braun and Mermal	San Francisco	CA	United States	2007	525		350	
Dunn, Heather	Associate		DLA Piper	San Francisco	CA	United States		425			

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Egan, Charlotte C.	Associate	Trial	Jones Day	San Francisco	CA	United States	2006	2008	685	775	325	
Esmatch, Robert L.	Partner	Bankruptcy and Reorganization	Douglas Gordon Kimbush Morrison and Foster	San Francisco	CA	United States	2006	2008	685	775	325	
Engel, G. Lally	Partner	Bankruptcy and Reorganization	Morrison and Foster	San Francisco	CA	United States	2006	2008	685	775	325	
Esperanza, Chrysty	Associate	Labor and Employment	Farella Braun and Menzel	San Francisco	CA	United States	1975	1975	330		535	
Ford, Robert	Partner	Bankruptcy and Reorganization	Jones Day	San Francisco	CA	United States	1975	1975	540		515	
Frank, Michael T.	Partner	Bankruptcy and Reorganization	DLA Piper	San Francisco	CA	United States	2006	2006	355	355	595	375
Frost, Joshua M.	Partner	Bankruptcy and Reorganization	Pechelski, Sang, Zuhl and Jones	San Francisco	CA	United States	2006	2006	355	355	595	375
Fronek, John E.	Partner	Bankruptcy and Reorganization	Katland and Ellis	San Francisco	CA	United States	2006	2006	355	355	595	375
Garnett, Nathaniel P.	Associate	Bankruptcy and Reorganization	Jones Day	San Francisco	CA	United States	2006	2006	355	355	595	375
Gerding, Tyler	Associate	Bankruptcy and Reorganization	Farella Braun and Menzel	San Francisco	CA	United States	2006	2006	355	355	595	375
Gibson, Dean	Partner	Bankruptcy and Reorganization	Farella Braun and Menzel	San Francisco	CA	United States	2006	2006	355	355	595	375
Gutierrez, Neil	Partner	Bankruptcy and Reorganization	Farella Braun and Menzel	San Francisco	CA	United States	2006	2006	355	355	595	375
Harmon, John	Partner	Insurance Coverage	Farella Braun and Menzel	San Francisco	CA	United States	2006	2006	355	355	595	375
Hart, James R.	Partner	Bankruptcy and Reorganization	Farella Braun and Menzel	San Francisco	CA	United States	2006	2006	355	355	595	375
Hart, Daniel	Associate	Bankruptcy and Reorganization	Farella Braun and Menzel	San Francisco	CA	United States	2006	2006	355	355	595	375
Hodkin, Frederick D.	Partner	Bankruptcy and Reorganization	Farella Braun and Menzel	San Francisco	CA	United States	2006	2006	355	355	595	375
Huntley, Lynn M.	Of Counsel	Litigation	Drick, Hemington and Sutcliffe	San Francisco	CA	United States	2006	2006	355	355	595	375
Jin, Nancy	Associate	Global Capital Markets	Morrison and Foster	San Francisco	CA	United States	2006	2006	355	355	595	375
Jones, Nan	Partner	Business Litigation	Humen and Wilentz	San Francisco	CA	United States	2006	2006	355	355	595	375
Kaplan, Scott D.	Partner	Business and Finance	Farella Braun and Menzel	San Francisco	CA	United States	2006	2006	355	355	595	375
Kaplan, Christopher W.	Associate	Business and Finance	Morgan Lewis and Bockius	San Francisco	CA	United States	2006	2006	355	355	595	375
Kalk, Tobias S.	Partner	Business Restructuring and Reorganization	Katland and Ellis	San Francisco	CA	United States	2006	2006	355	355	595	375
Kim, Henry	Associate	Business Restructuring and Reorganization	Jones Day	San Francisco	CA	United States	2006	2006	355	355	595	375
Konover, Curt	Partner	Hospitality	DLA Piper	San Francisco	CA	United States	2006	2006	355	355	595	375
Kordtman, Sam	Partner	Hospitality	Colvenly and Myers	San Francisco	CA	United States	2006	2006	355	355	595	375

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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School
Laudakh, Justin Marshall, Robert G.	Counsel Partner	Corporate Finance Employee Benefits and Exit Comp	Chakravarty and Myers Jones Day	San Francisco San Francisco	CA CA	United States United States	1997
Mason, Dory McFadden, Keith	Associate Partner	Reinsuring and Tribal Practice	Farels Braun and Martel Winston and Strawn	San Francisco	CA	United States	2007
McDonnell, Brian D. McKinn, Mark E. Myers, William A. Myers, Martin H.	Associate Partner Partner Partner	Business and Finance Insurance Liability and Recovery	Jones Day Kirkland and Ellis Morgan, Lewis and Boekus Jones Day	San Francisco San Francisco San Francisco San Francisco	CA CA CA CA	United States United States United States United States	2002 1993 1987
Nages, Abhi Nokes, Casey M. Olson, James C. Oso, Amanda M. Osgood, Michael C.E. Parker, Keith Peters, Karen H.	Associate Associate Partner Associate Associate Associate Of Counsel	Litigation Banking and Finance Labor and Employment Litigation Labor and Employment California Employment Consulting	Frankel Braun and Martel Kirkland and Ellis Jones Day Jones Day Kirkland and Ellis O'Keefe and Myers Morgan, Lewis and Boekus	San Francisco San Francisco San Francisco San Francisco San Francisco San Francisco San Francisco	CA CA CA CA CA CA CA	United States United States United States United States United States United States United States	2002 1979
Pollock, Thomas R.	Partner	Corporate	Paul, Hastings, Janofsky and Walker	San Francisco	CA	United States	1970
Potenza, Alex Rajagopal, Ramiro	Associate Associate	Corporate	Farels Braun and Martel Paul Hastings Janofsky and Walker	San Francisco San Francisco	CA CA	United States United States	2008
Richter, Katherine S. Ritter, Peter	Partner Partner	Trial Practice Business Tax and Investment Funds	Jones Day O'Keefe and Myers	San Francisco San Francisco	CA CA	United States United States	1985
Roche, Laura Rothfarber, Neal Salas, Cheryl	Associate Associate Counsel	Business Litigation Trial Practice Tort and Environmental Litigation	Farels Braun and Martel Jones Day King and Spalding	San Francisco San Francisco San Francisco	CA CA CA	United States United States United States	2003 1998
Schickert, Vladimir Seiling, Jaslyn	Partner Of Counsel	Private Clients Family Wealth Group	Farels Braun and Martel	San Francisco	CA	United States	2003

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

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Name	Title	Practice Area	Firm	City	State	Country	Graduated Law School	Practicing Since	2006 Rates	2007 Rates	2008 Rates	2009 Rates
Shepard, Michael	Associate	Securities Litigation	Heber Eisman	San Francisco	CA	United States	2008	2008	750	760	760	760
Shin, Susan	Associate	Labor and Employment	Hesse, Williams	San Francisco	CA	United States	2003	2003	280	325	390	390
Sproule, Leah	Associate	Commercial Litigation	K and L Gates	San Francisco	CA	United States						
Spooner, Leo	Associate	Commercial Litigation	King & Spalding	San Francisco	CA	United States						
Steynans, Eric	Associate	Business Transactions	Farley Braun and Myers	San Francisco	CA	United States						
Stewart, Rhonda L.	Associate	Litigation	Arnold and Porter	San Francisco	CA	United States						
Theiler, Alexandra (Sasha)	Associate	Labor and Employment	O'Mahony and Myers	San Francisco	CA	United States						
Thompson, Grant	Associate	Tax	Farley Braun and Myers	San Francisco	CA	United States						
Toppeil, Christine D.	Associate	Tax	Farley Braun and Myers	San Francisco	CA	United States						
Trepait, Hellen	Associate	Business Restructuring and Reorganization	Paul, Hastings, Jordenky and Walker	San Francisco	CA	United States						
Trodels, Robert A.	Partner	Business Restructuring and Reorganization	Farley Braun and Myers	San Francisco	CA	United States						
Ulland, Suzanne	Partner	Finance, Corporate and Bankruptcy	James Day	San Francisco	CA	United States						
Vogt, Gary W.	Senior Legal Assistant	Litigation	O'Mahony and Myers	San Francisco	CA	United States						
Waggoner, Kristine	Associate	Business Transactions	Kirkland and Ellis	San Francisco	CA	United States						
Wall, Gregory A.	Senior Attorney	Business Transactions	Farley Braun and Myers	San Francisco	CA	United States						
Wassels, Kelly	Associate	Labor and Employment	Squire Sanders and Demsey	San Francisco	CA	United States						
Whalen, Joe	Partner	Litigation	Farley Braun and Myers	San Francisco	CA	United States						
White, Jack L.	Associate	Insurance and Risk Management	Farley Braun and Myers	San Francisco	CA	United States						
Wilson, Nicholas	Associate	Business Transactions	Kirkland and Ellis	San Francisco	CA	United States						
Woodruff, Kelly	Partner	Bankruptcy and Creditors Rights	Farley Braun and Myers	San Francisco	CA	United States						
Zumbelman, Michael	Partner	New Century Financial Corp	Heber Eisman	San Francisco	CA	United States						



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1 2 3 4
Currently showing 16-18 of 96 results

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LEGAL BILLING REPORT

VOLUME 11, NUMBER 1

May 2009

BY BILLING RATE

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Kelly, Jr., Daniel	Davis Polk & Wardwell (CA)	1986	1986	CA	\$ 900.00	4.50	4,320.00
P Condes, Julia	Davis Polk & Wardwell (CA)	1990	1990	CA	955.00	17.00	16,235.00
P Durheim, Scott	O'Keefe & Myers LLP (CA)	1975	1875	CA	860.00	1.10	946.00
P Tuchin, Michael	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	0.50	425.00
P Balbach, Karen	Weil, Gotschal & Mangos LLP (CA)	1986	1986	CA	799.00	0.80	639.20
P Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1978	CA	750.00	4.50	3,555.00
OC Morris, Michael	Hennigan Barnett & Dorman LLP	1979	1979	CA	750.00	65.20	45,652.00
P Avulich, Craig	White & Case LLP (CA)	1984	1984	CA	750.00	128.10	96,075.00
P Kharasch, Ira D.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1982	1982	CA	725.00	2.90	2,175.00
P Kornfeld, Alan	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	725.00	0.80	580.00
A Lamb, Peter	Davis Polk & Wardwell (CA)	2005	2005	CA	680.00	101.40	69,952.00
P Irving, Jeanne E.	Hennigan Barnett & Dorman LLP	1978	1978	CA	680.00	18.10	6,868.00
P Kevane, Henry	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1985	1986	CA	675.00	19.10	12,892.50
A Goslich, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	176.20	117,174.00
P Brown, Kenneth H.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1977	1981	CA	650.00	27.30	47,745.00
P Fidler, David	Klee, Tuchin, Bogdanoff & Stern, LLP	1997	1998	CA	650.00	23.10	15,015.00
P Weisemann, Henry	Munger Toiles & Olson LLC	1987	1987	CA	650.00	0.50	328.00
P Bernthal, David M.	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1989	1993	CA	645.00	35.50	22,952.00
P Montgomery, Cromwell	Gibson Dunn & Crutcher, LLP (CA)	1997	1997	CA	635.00	0.80	508.00
P Brown, Dennis	Munger Toiles & Olson LLC	1970	1970	CA	625.00	17.80	11,125.00
A Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	13.50	8,235.00
A DeGrath, Shiva	White & Case LLP (CA)	2003	2003	CA	600.00	183.70	110,220.00
P Vincent, Garth	Munger Toiles & Olson LLC	1988	1988	CA	600.00	124.90	74,780.00
A Scott, Malinda	White & Case LLP (CA)	2004	2004	CA	600.00	20.90	12,540.00
P Buchanan, Laura	Klee, Tuchin, Bogdanoff & Stern, LLP	1991	1991	CA	590.00	0.20	118.00
A Ger Kwan-chien, B	Weil, Gotschal & Mangos LLP (CA)	2003	2003	CA	570.00	28.50	16,530.00
A Edgell, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	2.50	1,653.00
P Heintz, Jeffrey	Munger Toiles & Olson LLC	1884	1984	CA	550.00	35.10	19,305.00
P Fried, Jeffrey	Pachulski Stang Ziehl Young Jones & Weintraub (CA)	1995	1995	CA	535.00	21.40	11,449.00
P Fulton, James	Munger Toiles & Olson LLC	1997	1997	CA	525.00	25.80	13,545.00
A Morse, Joseph	Hennigan Barnett & Dorman LLP	2000	2000	CA	505.00	13.10	6,615.50
A Malach, Michael	Weil, Gotschal & Mangos LLP (CA)	2005	2005	CA	500.00	36.50	18,250.00
A Barsho, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	14.00	6,580.00
A Liu, Leslie	Weil, Gotschal & Mangos LLP (CA)	2006	2006	CA	465.00	45.90	21,343.50
A Kauffman, Derek	Munger Toiles & Olson LLC	2005	2005	CA	450.00	508.30	228,733.00
A Hochleiner, Brian	Munger Toiles & Olson LLC	2002	2002	CA	435.00	0.30	130.50
A Nathan, Joseph	Weil, Gotschal & Mangos LLP (CA)	2007	2007	CA	415.00	25.20	10,458.00
A Jaspser, M. Lance	Munger Toiles & Olson LLC	2006	2006	CA	400.00	96.20	38,480.00
A Estandart, Barney	Munger Toiles & Olson LLC	2006	2006	CA	400.00	8.80	3,520.00
A Rubin, Francis E.	O'Melveny & Myers LLP (CA)	2006	2006	CA	395.00	8.40	3,318.00

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
A Schneider, Bradley	Munger, Tolles & Olson LLC	2004	2004	CA	\$ 385.00	1.30	513.50
A Reaven, Matthew	Wells, Goltsbel & Marges LLP (CA)	2008	2008	CA	355.00	13.50	4,792.50
A Guzman, Tanya	O'Melvaney & Myers LLP (CA)	2007	2007	CA	330.00	2.30	828.00
PP Neglia, Ross	O'Melvaney & Myers LLP (CA)				260.00	6.20	1,612.00
Finatison, Katha	Pachulski Slang Zieni Young Jones & Weintraub (CA)				225.00	27.50	6,210.00
Jeffries, Patricia J.	Pachulski Slang Zieni Young Jones & Weintraub (CA)				225.00	0.40	90.00
PP Fearson, Sandra	Klein, Tucka, Boddaroff & Stern, LLP			CA	215.00	1.90	408.50
PP Floyd, Karim	Hennigan Bennett & Dorman LLP				210.00	0.30	63.00
PP Krojts, Cheryl	Pachulski Slang Zieni Young Jones & Weintraub (CA)				205.00	2.20	451.00
CMA Pittman, Sherrie	Pachulski Slang Zieni Young Jones & Weintraub (CA)				125.00	2.50	325.00

Westlaw CourtExpress

LEGAL BILLING REPORT

VOLUME 11, NUMBER 2

August 2009

BY BILLING RATE

California rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Tolles, Stephen L.	Gibson Dunn & Crutcher, LLP (CA)	1982	1982	CA	\$ 860.00	0.10	\$ 86.00
P Patterson, Thomas	Klea Tuchin, Bogdanoff & Stern, LLP	1984	1984	CA	830.00	223.00	191,250.00
P Tuchin, Michael	Klea Tuchin, Bogdanoff & Stern, LLP	1980	1980	CA	850.00	74.40	63,240.00
P Stern, David	Klea Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	850.00	32.80	27,860.00
P Issler, Paul S.	Gibson Dunn & Crutcher, LLP (CA)	1986	1986	CA	840.00	6.35	5,334.00
P Arnold, Dennis	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1975	1976	CA	844.00	4.10	3,444.00
P Thompson, Brian	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1991	1991	CA	820.00	72.80	59,696.00
P Balcer, Karen	Weil, Gotshal & Manges, LLP (CA)	1986	1986	CA	810.00	40.40	32,740.00
P Zisli, Dean A.	Pachulski Stern Zisli Young Jones & Weintraub (CA)	1978	1978	CA	795.00	20.30	16,138.50
P Gilmer, Danielle	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1993	1994	CA	775.00	9.50	7,362.50
P Averch, Craig	White & Case LLP (CA)	1984	1984	CA	750.00	189.20	141,900.00
P Keller, Tobias	White & Case LLP (CA)	1984	1980	CA	750.00	1.90	1,425.00
P Baker, James	White & Case LLP (CA)	1980	1980	CA	750.00	0.20	150.00
P Winston, Eric D.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1999	1999	CA	740.00	7.10	5,254.00
P Orr, Johanna Y.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1997	1997	CA	740.00	6.30	4,662.00
P Kornfeld, Alan	Pachulski Stern Zisli Young Jones & Weintraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
A Blort, Jeffrey E.	Sidley Austin Brown & Wood LLP (CA)	1997	1998	CA	700.00	110.90	77,630.00
P Myers, Martin	White & Case LLP (CA)	1987	1987	CA	700.00	28.50	19,850.00
P Grassowen, Debra L.	Pachulski Stern Zisli Young Jones & Weintraub (CA)	1991	1992	CA	695.00	5.50	3,822.50
A Gustafson, Mark E.	White & Case LLP (CA)	1998	1998	CA	685.00	117.70	80,824.50
P Alash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	39.40	26,595.00
A Gorski, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	271.50	147,297.50
P Montgomery, Cromwell	Gibson Dunn & Crutcher, LLP (CA)	1997	1997	CA	635.00	2.50	1,587.50
A Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	11.50	7,015.00
A Derahim, Shiva	White & Case LLP (CA)	2003	2003	CA	600.00	217.50	130,500.00
A Scott, Melanie	White & Case LLP (CA)	2004	2004	CA	800.00	74.90	44,940.00
P Trudell, Robert	White & Case LLP (CA)	1995	1995	CA	600.00	35.30	21,180.00
A Ger Kwang-chlon, B.	Weil, Gotshal & Manges, LLP (CA)	2003	2003	CA	580.00	54.20	31,436.00
OC Matcail, Brian	Klea, Tuchin, Bogdanoff & Stern, LLP	1998	1999	CA	575.00	12.40	7,130.00
A Egoff, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	0.50	285.00
C Crosby, IV, Peter	White & Case LLP (CA)	1984	1984	CA	565.00	13.30	7,514.50
A Martin, Jill	White & Case LLP (CA)	2006	2006	CA	550.00	45.80	25,180.00
A Correa, Christine	White & Case LLP (CA)	2001	2001	CA	525.00	1.70	892.50
OC Brandt, Gina F.	Pachulski Stern Zisli Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
A Malefic, Michael	Weil, Gotshal & Manges LLP (CA)	2005	2005	CA	500.00	175.30	87,650.00
A Rodriguez, Noel	White & Case LLP (CA)	2003	2003	CA	500.00	41.80	20,900.00
A Heyn, Matthew	Klea, Tuchin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	111.80	55,341.00
A Barstow, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	4.10	1,927.00
A Liu, Leslie	Weil, Gotshal & Manges, LLP (CA)	2006	2006	CA	465.00	302.70	140,755.50
A Chun, Sebyul	White & Case LLP (CA)	2008	2008	CA	460.00	162.10	74,565.00

California rate Report

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

Westlaw CourtExpress

LEGAL BILLING REPORT

VOLUME 11, NUMBER 3

December 2009

BY BILLING RATE

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Pachulski, Richard M.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1978	1979	CA	\$ 885.00	287.62	\$ 257,419.90
P Patterson, Thomas	Klee, Tuckin, Bogdanoff & Stern, LLP	1994	1994	CA	850.00	382.60	333,710.00
P Teshin, Nicholas	Klee, Tuckin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	201.40	171,190.00
P Stiem, David	Klee, Tuckin, Bogdanoff & Stern, LLP	1975	1975	CA	850.00	84.80	58,480.00
P Pachulski, Richard M.	Gibson Dunn & Crutcher, LLP (CA)	1979	1979	CA	850.00	68.00	57,800.00
P Arnold, Dennis	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1975	1976	CA	840.00	1.00	840.00
P Ziehl, Dean A.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1978	1978	CA	825.00	258.75	211,405.25
P Timmons, Brian	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1991	1991	CA	820.00	240.60	197,282.00
P Lyons, Dennis	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1886	1988	CA	820.00	80.20	65,764.00
P Orgel, Robert B.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1981	1981	CA	785.00	357.30	284,053.50
P Richards, Jeremy	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1980	1981	CA	795.00	158.50	126,007.50
P Zehn, Dean A.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1978	1978	CA	795.00	94.00	74,730.00
P Zehn, Dean A.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1978	1978	CA	785.00	20.30	16,136.50
P Winston, Eric D.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1999	1999	CA	740.00	54.00	39,980.00
P Ong, Johanna Y.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1997	1997	CA	740.00	11.20	8,288.00
P Kornfeld, Alan	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
P Grassie, Deborah I.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1992	1992	CA	695.00	6.50	3,822.50
P Galin, Andrew	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1983	1983	CA	685.00	3.40	2,363.00
P Parker, Daryl	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1988	1970	CA	675.00	60.80	41,040.00
P Mahoney, James	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1988	1987	CA	675.00	16.60	11,205.00
P Arash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	14.80	9,990.00
P Davids, Roman	Klee, Tuckin, Bogdanoff & Stern, LLP	1985	1985	CA	650.00	1.40	910.00
A Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	3.70	2,287.00
C Hochman, Harry	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	585.00	100.80	59,976.00
A Newmark, Victoria	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1986	1987	CA	595.00	32.50	18,337.50
C Cho, Shady	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	595.00	19.40	11,533.00
C Hochman, Harry	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1987	1987	CA	575.00	57.60	33,120.00
A Dirckman, Jennifer	Klee, Tuckin, Bogdanoff & Stern, LLP	1989	1989	CA	575.00	1.40	802.50
OC Matcalf, Brian	Klee, Tuckin, Bogdanoff & Stern, LLP	1999	1999	CA	575.00	0.70	402.50
A Heyn, Wayne	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
P Brown, Glenn	Klee, Tuckin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	109.70	54,301.50
A Barshon, Melissa	Pachulski Stang Zehn Young Jones & Weintraub (CA)	1989	1989	CA	495.00	0.50	247.50
A Liu, Leslie	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	485.00	9.80	4,557.00
P Phelan, Laurence	Wall, Gotsdiner & Maloney, LLP (CA)	1997	1997	CA	450.00	2.70	1,215.00
A Guass, David	Mckenna Long & Ashford, LLP (CA)	2005	2005	CA	430.00	402.90	173,247.00
PP Santos, Joseph C	Quinn Emanuel Urquhart Oliver & Hedges, LLP	2008	2008	CA	380.00	4.80	1,748.00
A Elliot, Koim	Klee, Tuckin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	16.60	4,980.00
PP Lacroix, Maurice	Quinn Emanuel Urquhart Oliver & Hedges, LLP	2008	2008	CA	250.00	20.30	5,075.00
LIB Fornaster, Leslie A.	Pachulski Stang Zehn Young Jones & Weintraub (CA)	2008	2008	CA	250.00	4.90	1,225.00

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
LIg Farnesler, Leslie A.	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				\$ 250.00	1.80	450.00
PP Harris, Denise A.	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				225.00	47.80	10,777.50
PP Harris, Denise A.	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				225.00	8.50	1,912.50
PP Hamblen, Felice	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				225.00	0.40	90.00
PP Gyncerfer, Michelle	McKenna Long & Aldridge LLP (CA)				215.00	60.40	12,996.00
PP Brown, Thomas J.	Klee, Tuchin, Bogdanoff & Stern, LLP				215.00	57.40	11,268.00
PP Matoso, Mike	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				195.00	59.75	11,651.25
PP Brown, Thomas J.	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				195.00	6.00	1,170.00
U.S. Everheart, Christine	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				180.00	2.00	360.00
PP Sahn, Andrew	McKenna Long & Aldridge LLP (CA)				180.00	3.00	540.00
PP Bass, John	Pachniski Slang Ziehl Young Jones & Weintraub (CA)				150.00	16.80	2,535.00
					150.00	0.80	120.00



2010 NLJ Billing Survey

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

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

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

Fiscal Year	Firm Name	Location	Firmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	Kilpatrick Stockton	Atlanta	\$425	\$730	\$375	\$527	\$465	\$225	\$320
2010	Kirkland & Ellis	Chicago							
2010	Knobbe, Martens, Olson & Bear	Irvine, CA	\$432	\$710	\$395	\$511	\$450	\$285	\$332
2010	Kramer Levin Natfalis & Frankel	New York							
2010	Lane Powell	Seattle	\$349	\$600	\$310	\$431	\$350	\$230	\$278
2010	Lathrop & Gage	Kansas City		\$490	\$255		\$265	\$160	
2010	LeClairRyan, Professional Corporation	Richmond, VA							
2010	Leonard, Street and DeBard	Minneapolis							
2010	Lewis and Roca	Phoenix, AZ							
2010	Lewis Brisbois Bisgaard & Smith	Los Angeles							
2010	Lewis, Rice & Fingersh	St. Louis		\$460	\$250		\$315	\$150	\$235
2010	Lindquist & Vennum	Minneapolis	\$330			\$415			\$296
2010	Littler Mendelson	San Francisco	\$372	\$650	\$290	\$445	\$480	\$210	\$320
2010	Locke Lord Bissell & Liddell	Dallas	\$486	\$1,120	\$400	\$599	\$525	\$215	\$320
2010	Loeb & Loeb	New York		\$975	\$475		\$575	\$275	
2010	Lowenstein Sandler	Roseland, NJ		\$825	\$440		\$575	\$235	
2010	Luce, Forward, Hamilton & Scripps	San Diego		\$670	\$350		\$445	\$245	
2010	Manatt, Phelps & Phillips	Los Angeles	\$568	\$850	\$525	\$651	\$525	\$200	\$405
2010	Marshall, Dennehey, Warner, Coleman & Goggin	Philadelphia		\$410	\$145		\$320	\$130	
2010	Maynard, Cooper & Gate	Birmingham, AL		\$600	\$325		\$295	\$235	
2010	McAndrews, Held & Malloy	Chicago		\$675	\$260		\$850	\$225	

Fiscal Year	Firm Name	Location	Filmwide Average	Partner High	Partner Low	Partner Average	Associate High	Associate Low	Associate Average
2010	McCarter & English	Newark, NJ	\$355	\$825	\$360	\$498	\$405	\$215	\$313
2010	McEroy, Deutsch, Mulvaney & Carpenter	Morristown, N.J.	\$210	\$550	\$295	\$280	\$275	\$150	\$190
2010	McGuireWoods	Richmond, Va.	\$455	\$830	\$325	\$543	\$600	\$220	\$355
2010	McKenna Long & Aldridge	Atlanta	\$455	\$775	\$375	\$540	\$490	\$220	\$366
2010	Michael Best & Friedrich	Milwaukee	\$345	\$650	\$235	\$460	\$320	\$190	\$239
2010	Miles & Stockbridge	Baltimore	\$695	\$695	\$325	\$370	\$370	\$220	\$218
2010	Miller & Martin	Chattanooga, TN	\$328	\$610	\$235	\$361	\$275	\$180	\$218
2010	Miller, Canfield, Paddock and Stone	Detroit							
2010	Montgomery, McCracken, Walker & Rhoads	Philadelphia		\$625	\$380	\$461	\$395	\$205	\$284
2010	Moore & Van Allen	Charlotte, N.C.	\$364	\$785	\$265	\$441	\$350	\$180	\$257
2010	Morgan, Lewis & Bockius	Philadelphia							
2010	Morris, Manning & Martin	Atlanta	\$424	\$760	\$425	\$492	\$545	\$225	\$353
2010	Morrison & Foerster	San Francisco, CA							
2010	Munger, Tolles & Olson	Los Angeles							
2010	Neal, Gerber & Eisenberg	Chicago							
2010	Nelson Mullins Riley & Scarborough	Columbia, SC	\$347	\$850	\$245	\$399	\$335	\$185	\$248
2010	Nexsen Pruet	Columbia, SC		\$625	\$230		\$250	\$160	
2010	Nixon Peabody	New York	\$429	\$905	\$375	\$613	\$580	\$195	\$388
2010	O'Melveny & Myers	Los Angeles							
2010	Ogletree, Deakins, Nash, Smoak & Stewart	Greenville, S.C.	\$351	\$575	\$300	\$389	\$390	\$195	\$285

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

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

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



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

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

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

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

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

Font Size:

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

Amy Kolz
The American Lawyer
December 16, 2009

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

Among U.S.-based lawyers at Am Law 200 firms, Shearman & Sterling tax partner Bernie Pietillo topped the rate chart with an hourly fee of \$1,065 for his work on the bankruptcy of Stock Building Supply Holdings LLC, a building products supplier, in Delaware. (One solo practitioner in Pleasantville, N.Y., Alan Harris, surpassed Pietillo's rate, charging \$1,200 an hour for his work as special real estate litigation counsel on the bankruptcy of Digital Printing Systems in the Southern District of New York.) Eleven other U.S.-based Am Law 200 partners were in the \$1,000-plus club, according to the database. Cadwalader, Wickersham & Taft financial restructuring co-chair Daryck Palmer, a former Weil, Gotshal & Manges partner, billed Lyondell Chemical Co. at a rate of \$1,050 for work on its 2009 bankruptcy. Greenberg Traurig bankruptcy co-chair Bruce Zirnisky, who left Cadwalader last January, billed \$1,050 an hour as debtor's counsel for TH Agriculture and Nutrition LLC, as did White & Case global restructuring head Thomas Lauria for WC1 Communities Inc., and Robert Pincus, the head of the corporate practice in Skadden, Arps, Slate, Meagher & Flom's Wilmington office, for Hayes Lemmerz International Inc., an automotive wheel supplier.

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

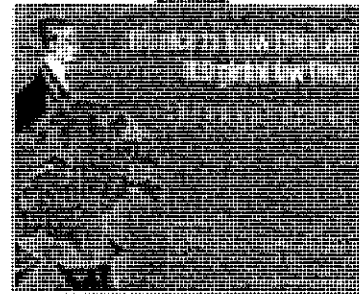
Absent from the \$1,000 club are Weil, Gotshal & Manges restructuring gurus Harvey Miller and Marcia Goldstein. Both clocked rates of \$950 an hour for their work on the Lehman Brothers and BearingPoint Inc. bankruptcies, respectively. Also, Kirkland & Ellis' James Sprayrogen billed \$965 an hour for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

Comparing the median partner rates among Am Law 200 firms in the database demonstrated that there are few bargains when it comes to Chapter 11 work. Among those charging median partner rates of more than \$900 an hour were: Cadwalader, Cleary Gottlieb Steen & Hamilton; Davis Polk & Wardwell; Milbank, Tweed, Hadley & McCloy; Paul Weiss; Shearman & Sterling; Simpson Thacher; and Skadden. Firms with median partner billing rates between \$800 and \$900 were Gibson Dunn, Fried Frank, Latham, Paul Hastings, Weil Gotshal, and White & Case. Firms billing \$700 or below were Akin Gump Strauss Hauer & Feld, Kirkland, Sidley Austin, and Sonnenschein Nath & Rosenthal. (Medians can be deceiving, since some firms, such as Kirkland, had a difference of more than \$500 between its highest- and lowest-rate partners.)

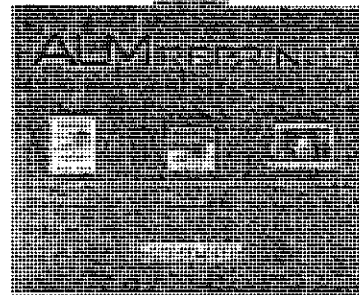
The bankruptcy case with one of the highest median partner rates was Nortel Networks. The phone equipment maker paid firms such as Cleary and Kirkland a median partner rate of \$940. Firms working on the Lehman filing billed a median partner rate of \$810 during the time period, while firms working on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

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

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



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Kirkland	\$675	149
Schnenschein	\$625	47

*U.S.-based partners only.

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

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

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

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

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THE NATIONAL
LAW JOURNAL

The National Law Journal

January 13, 2014 Monday

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

LENGTH: 1860 words

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

BYLINE: KAREN SLOAN

BODY:

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

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

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

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

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

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

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

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

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

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

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

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

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

THE ROLE OF GEOGRAPHY

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

hour or more for contracts and commercial work.

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

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

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

BILLING SURVEY METHODOLOGY

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

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

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

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

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

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

Billing Rates at the Country's Priciest Law Firms

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

Billing Rates at the Country's Priciest Law Firms

FIRM NAME	LARGEST U.S. OFFICE*	AVERAGE FULL-TIME EQUIVALENT ATTORNEYS*	PARTNER HOURLY RATES	ASSOCIATE HOURLY RATES	AVERAGE	HIGH	LOW	AVERAGE	HIGH	LOW
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* Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. For complete numbers, please see NLJ.com.

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

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

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

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

Mullin, Richter Angeles
& Hampton

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

THE FOUR-FIGURE CLUB

These 10 firms posted the highest partner billing rates.

THE FOUR-FIGURE CLUB

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

Contact Karen Sloan at ksloan@alm.com

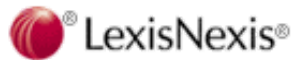
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

<p>IMANI WHITFIELD, SHAWANNA McCOY, and JOSEY PARSONS AUGHTMAN, on behalf of themselves and all others similarly situated, Plaintiffs,</p> <p>v.</p> <p>YES TO, INC., Defendant.</p>	<p>Case No. 2:20-cv-00763-AB-AS</p> <p><u>CLASS ACTION</u></p> <p>DECLARATION OF SCOTT FENWICK REGARDING CLASS NOTICE AND CLAIMS ADMINISTRATION IN SUPPORT OF FINAL APPROVAL</p> <p>Date: September 24, 2021 Time: 10:00 a.m. Dept: Courtroom 7B</p> <p>The Hon. Andre Birotte</p>
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1 I, Scott Fenwick, declare as follows:

2 1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”
3 f/k/a Heffler Claims Group or Heffler Claims Administration, LLC) in Philadelphia,
4 Pennsylvania. I am over 21 years of age and am authorized to make this declaration
5 on behalf of Kroll and myself. The following statements are based on my personal
6 knowledge and information provided by other experienced Kroll employees working
7 under my supervision. This declaration is being filed in support of final approval.

8 2. Kroll has extensive experience in class action matters, having provided
9 services in class action settlements involving antitrust, securities fraud, employment
10 and labor, consumer, and government enforcement matters. Kroll has provided
11 notification and/or claims administration services in more than 3,000 cases.

12 3. Heffler Claims Group (now Kroll) was appointed as the Settlement
13 Administrator to provide notification and administration services in *Whitfield v. Yes*
14 *To, Inc.*, referred to herein as the “Settlement.” Kroll’s duties in this action have and
15 will include: (a) creating a website with online claim filing capabilities; (b)
16 establishing a toll-free number; (c) establishing a post office box for the receipt of
17 mail; (d) preparing and posting the Settlement Class Notice, Claim Form and
18 Summary Notice to the Settlement Website; (e) initiating a media campaign
19 including online banners; (f) receiving and processing Claim Forms; (g) receiving
20 and processing opt outs; and (h) such other tasks as counsel for the Parties or the
21 Court orders Kroll to perform.

22 4. The notice plan was successfully implemented as the Court directed.

23 5. On Friday, April 9, 2021, Kroll created and is currently hosting a
24 dedicated website entitled www.YesToClassAction.com. The website went live on
25 April 15, 2021. The website contains a summary of the Settlement, Settlement
26 Documents, Long Form Notice, downloadable Claim Form, Frequently Asked
27 Questions, information on how to contact the Settlement Administrator and allowed
28 Class Members an opportunity to file a Claim Form online.

1 6. On Friday, April 9, 2021, Kroll established a toll-free number, 1-844-
2 367-8812, for Class Members to call and obtain additional information regarding the
3 Settlement through an Interactive Voice Response (“IVR) system and/or by being
4 connected to a live agent. As of June 7, 2021, 883 Class Members have called the
5 IVR, and 382 Class Members have called to speak to Live Operators

6 7. Kroll obtained a post office box with the mailing address *Whitfield v.*
7 *Yes To* c/o Settlement Administrator, P.O. Box 181, Philadelphia, PA 18974-0181 in
8 order to receive requests for exclusion, Claim Forms, objections, and correspondence
9 from Class Members.

10 8. The Long-Form Notice and Claim Form were posted to the website. A
11 true and correct copy the Long-Form Notice, Claim Form and Summary Notice are
12 attached hereto as **Exhibits A, B, and C, respectively.**

13 9. The Settlement Class Notice Program was designed to give the best
14 notice practicable, tailored to reach putative settlement Class Members, and
15 reasonably calculated under the circumstances to apprise them of the Settlement and
16 their right to make a claim for money, opt-out, or object.

17 10. The content of the notice documents provided all of the requisite
18 information in plain, easily understood language. Class Members have the option of
19 making claims online or by printing the Claim Form and mailing it to the Settlement
20 Administrator.

21 11. Class Members have the option of making claims online or by printing
22 the Claim Form and mailing it to the Settlement Administrator. Payments to Class
23 Members who submitted valid Claim Forms will be disbursed directly to eligible
24 claimants. The straightforward, single page Claim Form is easy for settlement Class
25 Members to understand.

26 12. The required online media campaign commenced on April 15, 2021 and
27 was substantially completed on May 14, 2021. The notice program included
28 publication of the Summary Notice in one local newspaper compliant with CLRA,

1 online banner ads, keyword search advertising, social media through Facebook,
2 Instagram and Tiktok, social influencer posts, and a press release.

3 13. In compliance with Cal. Civ. Code § 1781(d) Consumer Legal
4 Remedies Act and Cal. Government Code § 60641, the Short Form Notice was
5 published as a 1/8-page ad in the *Orange County Register* once a week for four
6 successive weeks. The Short Form Notice was also published twice in the *San Jose*
7 *Mercury News*.

8 14. A total of over 38 million online display, search and social media
9 impressions were served. Display ads targeted mask and peel purchasers who are 18-
10 29 years old. Keyword search targeting was employed to show advertisements to
11 users in their Google search results. Facebook and Instagram ads were targeted to
12 people who have liked or followed Yes To pages, competitor pages, women 18-29
13 who follow other skin care brand pages, and parents of pre-teens and teens. TikTok
14 ads were targeted to women 18-29 with an interest in beauty and personal care.
15 Display and social media ads were retargeted to users who visited the Settlement
16 Website.

17 15. Additionally, three micro-influencers who post content featuring beauty
18 and personal care shared pre-approved posts with information about the settlement
19 to their followers.

20 16. Attached hereto as **Exhibit D** is a composite exhibit consisting of true
21 and correct copies of the Short Form Notice as it appeared in the *Orange County*
22 *Register* and the *San Jose Mercury News* and the *internet advertisements*.

23 17. Lastly, a press release, attached as **Exhibit E**, was distributed over PR
24 Newswire's US1 Newslines.

25 18. Kroll also notified the appropriate federal and state officials, as required
26 by the Class Action Fairness Act of 2005 (CAFA). *See* CAFA, 28 U.S.C.

27
28

1 §1715(b)(1)-(8). To date, Kroll has not received any objections to the Settlement
2 from a government agency.

3 19. Class Members have been able to complete the Claim Form and submit
4 it online on the Settlement Website, or request that a paper copy be mailed so it can
5 be completed and mailed to Kroll's designated P.O. Box.

6 20. The last day to submit claims is Friday, August 13, 2021. As of
7 Thursday, June 7, 2021, Kroll has received and processed a total of 65,633 claims.
8 Kroll is in the process of reviewing these claims for fraudulent and duplicative
9 submissions, and will do so for the claims it continues to receive through the close of
10 the claims period. Kroll will submit a supplemental declaration with the updated data
11 in advance of the Final Approval Hearing.

12 21. If the Settlement is approved, Kroll will directly disburse payments to
13 Class Members who submitted valid Claim Forms to eligible claimants at the
14 appropriate time.

15 22. Kroll has not received any timely exclusion requests and no objections
16 to the Settlement.

17 23. As of June 7, 2021, Kroll has billed \$119,468.60 for services and fees
18 incurred in the administration of this case, which includes media.

19 I declare under penalty of perjury under the laws of the California that the
20 above is true and correct to the best of my knowledge and that this Declaration was
21 executed on June 8, 2021 in Woodbury, Minnesota.

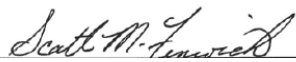
22
23 
24 Scott Fenwick

Exhibit A

United States District Court for the Central District of California

If You Purchased or Used a Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask, You Could Receive a Cash Payment as Part of a Proposed Class Action Settlement

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A Proposed Settlement has been reached in a class action lawsuit. Purchasers and users of Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Masks (the “Masks”) have sued their manufacturer, Yes To, Inc. (“Defendant”), alleging that that the Masks cause irritation, redness, and a burning sensation.
- The Proposed Settlement creates a \$750,000 Settlement Fund from which to pay Class Member claims and other costs and expenses related to the litigation and Settlement as detailed below.
- You are a Class Member if you purchased or used the Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask in the United States at any time.
- If you are eligible to participate in this Proposed Settlement because you purchased or used one or more of the Masks in the United States, you can submit a Claim for a Cash Payment from the Settlement Fund.

**Please read this Notice carefully and in its entirety.
Your rights may be affected by the Proposed Settlement of this Lawsuit,
and you have a choice to make now about how to act:**

YOUR LEGAL RIGHTS AND OPTIONS	
WHAT IS THIS?	A Proposed Settlement has been reached in a class action lawsuit. The lawsuit alleges that Defendant’s Masks cause irritation, redness, and a burning sensation in violation of state laws.
SUBMIT A CLAIM FORM POSTMARKED BY AUGUST 13, 2021	This is the only way to receive the Settlement Benefit of a Cash Payment. By submitting a claim, you will give up any rights to sue Defendant separately about the same facts or legal claims in this lawsuit. Claim Forms are available at www.YesToClassAction.com .
EXCLUDE YOURSELF FROM THE CLASS BY AUGUST 13, 2021	If you opt out of the Proposed Settlement, you will not be eligible to receive the Settlement Benefit, but you will keep your right to sue Defendant about the same facts or legal claims in this lawsuit. Requests for exclusion must be postmarked by August 13, 2021 and mailed to Whitfield v Yes To, c/o Settlement Administrator, PO Box 181, Warminster, PA 18974-0181.

OBJECT OR COMMENT BY JUNE 29, 2021	You may write to the Court about why you do, or do not, like the Proposed Settlement. You must remain in the class to comment in support of or in opposition to the Proposed Settlement. Objections and comments must be submitted to the Settlement Administrator by June 29, 2021.
APPEAR IN THE LAWSUIT OR ATTEND A HEARING ON SEPTEMBER 24, 2021	You may ask to speak in Court about the fairness of the Proposed Settlement or make an appearance in the Lawsuit. A statement of your intent to appear and speak at the Final Fairness Hearing must be included in your written objection. You may enter your appearance in the Lawsuit through an attorney at your own expense if you so desire. The Final Fairness Hearing is September 24, 2021 at 10:00 a.m.
DO NOTHING	If you do nothing, you will receive no Settlement Benefit. You also give up your right to sue Defendant on your own regarding any claims that are part of the Proposed Settlement.

- These rights and options, **and the deadlines to exercise them**, are further explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Proposed Settlement. The Settlement Benefit will be made available if the Court approves the Proposed Settlement and after any appeals are resolved.
- If you have any questions, please read on and visit www.YesToClassAction.com.

BASIC INFORMATION

1. Why did I get this notice?

If you purchased or used one or more of the Masks in the United States as described on page 1 of this Notice, you have a right to know about a proposed Settlement or a class action lawsuit and your options. If the Court approves the Proposed Settlement, and after objections and appeals are resolved, an administrator approved by the Court will oversee the distribution of the Settlement Benefits that the Proposed Settlement allows. You will be informed of the progress of the Proposed Settlement.

This Notice explains the lawsuit, the Proposed Settlement, your legal rights, what Benefits are available, who is eligible for them, and how to get them. The Court in charge of the case is the United States District Court for the Central District of California, and the case is known as *Whitfield v. Yes To, Inc.*, Case No. 2:20-cv-00763-AB-AS. The people who sued are called the Plaintiffs, and the company they sued, Yes To, Inc., is called the Defendant.

2. What is this lawsuit about?

This lawsuit is about whether Defendant’s masks cause irritation, redness, and a burning in violation of state laws. You can read Plaintiffs’ First Consolidated Class Action Complaint at www.YesToClassAction.com.

Defendant denies any wrongdoing and denies the Plaintiffs’ allegations. You can read Defendant’s answer at www.YesToClassAction.com.

The Court has not made any ruling on Defendant’s liability, if any.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Plaintiffs Imani Whitfield, Shawanna Mccoy, and Josey Parsons Aughtman) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The named plaintiffs who sued – and all the Class Members like them – are called the Plaintiffs. The company they sued (in this case, Defendant Yes To, Inc.) is called the Defendant. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

4. Why is there a Proposed Settlement?

The Court has not decided in favor of either side in the case. Defendant denies all allegations of wrongdoing or liability against them, and contend that its conduct was lawful. Defendant is settling to avoid the expense, inconvenience, and inherent risk of litigation, as well as the related disruption of its business operations. Plaintiffs and their attorneys assert that the Proposed Settlement is in the best interests of the Class, because it provides an appropriate recovery now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals.

Who is in the Proposed Settlement?

To see if you will be entitled to the Settlement Benefit from this Proposed Settlement, you first have to decide if you are a Class Member.

5. How do I know if I am part of the Proposed Settlement?

You are a Class Member if you purchased or used the Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask product (the “Product”) in the United States at any time.

THE PROPOSED SETTLEMENT BENEFITS

6. What does the Proposed Settlement provide if I submit a claim?

The Settlement provides that Defendant will pay \$750,000 in cash into a Settlement Fund (the “Settlement Fund”). The Settlement Fund will be used to (i) pay Notice and Claims Administration Costs, (ii) Attorneys’ Fees, (iii) Litigation Costs and Expenses, (iv) an Incentive Award to the Class Representatives’, and (v) pay cash to Class Members. Class Counsel estimates that after these costs and expenses are accounted for, approximately \$479,000 will be available to pay Claims (“available portion of the Settlement Fund”).

Each class member may submit a claim, either electronically through the Website, www.YesToClassAction.com or by mail, for each of the Products purchased or used during the class period. You will recover cash based on the average retail price of the Product, which is \$3 for each Product for up to six Products. Claims for Products purchased or used during the class period will be paid without requiring proof of purchase.

Your recovery, and the recovery of every other claimant, will be proportionally adjusted to account for the available portion of the Settlement Fund. Depending on the total dollar amount of all Valid Claims, this adjustment may increase or decrease your recovery. For instance, if the total dollar amount of all Valid Claims is less than the available portion of the Settlement Fund, then claimant recoveries will be proportionally increased. Similarly, if the total dollar amount of all Valid Claims is more than the available portion of the Settlement Fund, then claimant recoveries will be proportionally decreased.

All payments to Settlement Class Members who submit Valid Claims will be made within forty-five (45) days after the Settlement Approval Order and Final Judgment becomes final (“Final Settlement Approval Date”). All Settlement Class Members who do not opt out of the Proposed Settlement and who submit a Valid Claim shall receive a Cash Award as set forth above.

In addition, the Settlement Fund will be used for the following: (1) notice to the Class and Administration costs related to the Settlement; (2) an Incentive Award not to exceed \$5,000 to each Plaintiff (\$15,000 total), subject to court approval, and (3) Plaintiffs’ Attorneys’ Fees, Costs and Expenses, subject to court approval.

HOW YOU GET A CASH PAYMENT — SUBMITTING A CLAIM FORM

7. How can I get a Cash Payment from the Proposed Settlement?

Class Members who wish to receive a payment must submit claims.

To submit a claim, you must complete a Claim Form.

You can make a claim on the Internet at www.YesToClassAction.com. Read the instructions carefully, and submit it online on or before August 13, 2021.

Alternatively, you may also download and print a Claim Form on the Internet at www.YesToClassAction.com and submit it by mailing it to the following address: Whitfield v Yes To, c/o Settlement Administrator, PO Box 181, Warminster, PA 18974-0181. It must be postmarked no later than August 13, 2021.

You can also request that a Claim Form be sent to you by mail. Call toll-free 1-844-367-8812.

TO BE VALID, ALL CLAIMS MUST BE POSTMARKED OR SUBMITTED NO LATER THAN August 13, 2021.

YOUR RIGHTS AND CHOICES – EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you do not want to receive the Settlement Benefits from this Proposed Settlement, but you want to keep the right to sue Defendant, on your own, about the subject matter of this lawsuit, then you must take steps to get out of the Proposed Settlement. This is called excluding yourself – or is sometimes referred to as opting out of the Class.

8. How do I get out or exclude myself from the Proposed Settlement?

To exclude yourself from the Proposed Settlement, which is sometimes call “opting-out” of the Class, you must send a letter by mail saying that you want to be excluded from this lawsuit.

To exclude yourself from the Class, you must postmark a written Request for Exclusion to Whitfield v Yes To, PO Box 181, c/o Settlement Administrator, Warminster, PA 18974-0181.

The written Request for Exclusion must be postmarked no later than August 13, 2021.

Your written Request for Exclusion must contain: (1) the name of this lawsuit, *Whitfield v. Yes To, Inc.*, Case No. 2:20-cv-00763-AB-AS; (2) your full name and current address; (3) a clear statement of intention to exclude yourself such as “I wish to be excluded from the Class”; and (4) your signature.

You cannot exclude yourself on the phone or by email. If you ask to be excluded, you will not get any Settlement Benefit, and you cannot object to the Proposed Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendant in the future.

9. If I don’t exclude myself, can I sue Defendant for the same things later?

No. If you do not properly and timely submit a written Request for Exclusion, you waive your right to opt out and will be deemed to be a member of the Class. Unless you exclude yourself, you give up the right to sue Defendant for the facts and claims that this Proposed Settlement resolves, and you will be bound by the terms of this Proposed Settlement. If you have a pending lawsuit against Defendant, other than this class action, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, any exclusion request must be signed, mailed, and postmarked by August 13, 2021.

10. If I exclude myself, can I get the Settlement Benefits from this Proposed Settlement?

No. If you exclude yourself, do not send in a Claim Form to ask for any money. But you may sue, continue to sue, or be part of a different lawsuit against Defendant.

YOUR RIGHTS AND CHOICES – OBJECTING TO THE PROPOSED SETTLEMENT

You can tell the Court that you do not agree with the Proposed Settlement or some part of it.

11. How do I tell the Court that I don’t like the Proposed Settlement?

If you are a Class Member, you can object to the Proposed Settlement if you do not like any part of it, including the proposed plan to reimburse Class Members, Class Counsel’s fee award, or the Class Representatives’ Incentive Awards. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must send a letter that contains the following:

- Your name, current address and telephone number, or your lawyer’s name, address and telephone number if you are objecting through counsel;
- The name of the lawsuit, *Whitfield v. Yes To, Inc.*, Case No. 2:20-cv-00763-AB-AS;
- A statement of your objections and the reasons for each objection you make, including the facts supporting your objection and the legal grounds on which your objection is based;
- A list of any documents you may give the Court to support your objection, if any;
- A list of legal authorities you want the Court to consider;
- The names and addresses of any witness you want to call to testify, and a summary of the witnesses’ expected testimony;

- If you (or your lawyer) want to appear and speak at the Fairness Hearing, a statement that you wish to appear and speak;
- Documents sufficient to establish your membership in the Settlement Class, such as verification under oath as to the date and location of your purchase of a Settlement Class Product, or a Proof of Purchase; **and**
- Your signature (or your lawyer's signature).

To object, you must file a written objection with the Settlement Administrator **no later than** June 29, 2021. The Settlement Administrator is located at:

Settlement Administrator:
Whitfield v. Yes To.
c/o Settlement Administrator
P.O. Box 181
Warminster, PA 18974-0181

You must also send copies of your objection along with any supporting documents so **that it is submitted no later than** June 29, 2021 to the following address:

Clerk of Court
U.S. District Court
Central District of California
First Street U.S. Courthouse
350 W 1st Street, Suite 4311
Los Angeles, CA 90012-4565

If you object through a lawyer, you will have to pay for the lawyer yourself. Importantly, only Class Members who submit timely, written objections may voice their objections at the hearing.

12. What's the difference between objecting and excluding?

Objecting is simply telling the Court you do not like something about the Proposed Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

YOUR RIGHTS AND CHOICES – APPEARING IN THE LAWSUIT

13. Can I appear or speak in this lawsuit and Proposed Settlement?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Proposed Settlement. This is called making an appearance. You can also have your own lawyer appear in court and speak for you, but you will have to pay for the lawyer yourself.

14. How can I appear in this lawsuit?

You may enter an appearance in this Lawsuit, at his or her own expense, individually or through counsel who is qualified to appear in the jurisdiction. If you do not enter an appearance, you will be represented by Class Counsel.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing, you will get no Settlement Benefit from this Proposed Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the subject matter of this lawsuit, ever again.

THE LAWYERS REPRESENTING YOU

16. How and when will the Court decide who is right?

The Court has appointed Bursor & Fisher, P.A., Golomb & Honik, and Milstein Jackson Fairchild & Wade LLP as legal counsel for the Class. Counsel for the Class are frequently referred to as “Class Counsel.” You will not be charged for these lawyers.

17. How will the lawyers be paid?

From the inception of the litigation in January 2020 to the date of the Proposed Settlement, Class Counsel has not received any payment for their services in prosecuting the case or obtaining Settlement, nor have they been reimbursed for any out-of-pocket expenses they have incurred. When they ask the Court to grant final approval of the Proposed Settlement, Class Counsel will also make a motion to the Court for an award of Attorneys’ Fees in a total amount not to exceed one-third of the Settlement Fund. Separately, Class Counsel will also seek payment from the Settlement Fund for their costs and expenses incurred during the course of the litigation. No matter what the Court decides with regard to the Requested Attorneys’ Fees, Costs and Expenses, Class Members will never have to pay anything toward the fees or expenses of Class Counsel. Class Counsel will seek final approval of the Proposed Settlement on behalf of all Class Members. You may hire your own lawyer to represent you in this case if you wish, but it will be at your own expense.

THE COURT’S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Proposed Settlement. You may attend and you may ask to speak, but you do not have to attend or speak.

18. When and where will the Court decide whether to approve the Proposed Settlement?

The United States District Court for the Central District of California (the “Court”) will hold a hearing (the “Fairness hearing”) at First Street U.S. Courthouse located at 350 W 1st Street, Suite 4311, Los Angeles, CA 90012-4565 on September 24, 2021 to decide whether the Settlement is fair, reasonable, and adequate and to determine the amount of Attorneys’ Fees, Costs and Expenses, and Incentive Fee awards. If there are timely and properly filed objections, the Court will consider them. The Court may also discuss Class Counsel’s request for an award of Attorneys’ Fees and Reimbursement of Costs. After the hearing, the Court will decide whether to approve the Settlement and whether to grant Class Counsel’s request for Attorneys’ Fees and Expenses. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel is working on your behalf and will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

FINAL SETTLEMENT APPROVAL

20. What is the effect of Final Settlement Approval?

If the Court grants final approval of the Proposed Settlement, all members of the Class will release and forever discharge any and all claims or causes of action that have been, might have been, are now, or could have been brought relating to the transactions, actions, conduct and events that are the subject of this Action or Settlement, arising from or related to the allegations in the complaint filed in the Action or Defendant's marketing, advertising, selling, promoting or distributing of the Masks.

If the Proposed Settlement is not approved, the case will proceed as if no Settlement had been attempted. If the Proposed Settlement is not approved and litigation resumes, then there can be no assurance that the Class will recover anything.

GETTING MORE INFORMATION

21. Are there more details about the Proposed Settlement?

This Notice is only intended to provide a summary of the Proposed Settlement. You may obtain the complete text of the Settlement at www.YesToClassAction.com, by writing to the Settlement Administrator (at the address listed above), or from the court file, which is available for your inspection during regular business hours at the Office of the Clerk of the United States District Court for the Central District of California, First Street U.S. Courthouse located at 350 W 1st Street, Suite 4311, Los Angeles, CA 90012-4565.

Visit the Website, at www.YesToClassAction.com, where you will find the Plaintiffs' Complaint, Defendant's Answer, the Settlement Agreement, and other documents related to the Settlement and a Claim Form. You may also contact Class Counsel by email at info@bursor.com, or by writing to Whitfield v Yes To, c/o Settlement Administrator, PO Box 181, Warminster, PA 18974-0181.

PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR ADVICE.

DATED: April 15, 2021

**BY ORDER OF THE UNITED STATES DISTRICT
COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA**

Exhibit B



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31189

CF

Page 1 of 2

PURCHASE INFORMATION

Complete the information below for all of the Yes To Vitamin C Grapefruit Glow-Boosting Unicorn Paper Masks (“Mask”) you purchased or used in the United States for which you are submitting a claim. You may recover for up to 6 Masks.

I purchased or used _____ Yes To Vitamin C Grapefruit Glow-Boosting Unicorn Paper Masks in the United States.

AFFIRMATION

I understand that the decision of the Settlement Administrator is final and binding on me and on Defendant. The information on this claim form is true and correct to the best of my knowledge and belief.

SIGNATURE: _____

DATE: ____ / ____ / _____

CLAIM FORMS MUST BE RETURNED BY AUGUST 13, 2021.
QUESTIONS? VISIT www.YESTOCLASSACTION.COM OR CALL 1-844-367-8812.



31189



CF



Page 2 of 2

Exhibit C

LEGAL NOTICE

If You Purchased or Used a Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask, You May Benefit From A Proposed Class Action Settlement

Whitfield v. Yes To, Inc., Case No. 2:20-cv-00763-AB-AS

WHAT IS THIS NOTICE ABOUT?

A Proposed Settlement has been reached in a class action lawsuit in the United States District Court, Central District of California, (the “Action”) that may affect your rights. Purchasers and users of Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Masks (the “Masks”) have sued their manufacturer, Yes To, Inc. (“Yes To”), alleging that the Masks cause irritation, redness, and a burning sensation. Yes To denies this claim. The Court has not ruled in favor of Plaintiffs or Yes To. Instead, the parties agreed to a Proposed Settlement to avoid the expense and risks of continuing the lawsuit.

AM I A MEMBER OF THE CLASS?

The class is defined as all persons who purchased or used the Masks in the United States at any time.

WHAT DOES THE SETTLEMENT PROVIDE?

Subject to Court approval, the parties have agreed to a Settlement under which Yes To will pay \$750,000 in cash. You may submit a claim for a cash payment of the \$3 average retail price for each of the Masks you purchased or used during the class period. Claims for Products purchased or used during the class period will be paid without requiring proof of purchase. The claim amount may be subject to pro rata increase or decrease depending on the number of claims submitted.

WHAT ARE MY RIGHTS?

You have a choice of whether to stay in the Class or not, and you must decide this now. If you stay in the Class, you will be legally bound by all orders and judgments of the Court, and you won’t be able to sue, or continue to sue, Yes To as part of any other lawsuit involving the same facts or claims that are in this lawsuit. This is true even if you do nothing by not submitting a claim.

1. You Can Accept the Settlement. Class Members who wish to receive Settlement Benefits **must** submit claims by August 12, 2021. You can get a Claim Form on the Internet at www.YesToClassAction.com. Read the instructions carefully, fill out the form, and submit it online on or before August 12, 2021. Alternatively, you may also submit a Claim Form by mailing it to the following address: Whitfield v Yes To, c/o Settlement Administrator, PO Box 181, Warminster, PA 18974-0181

. It must be postmarked no later than August 12, 2021. If you fail to submit a timely Claim Form and do not exclude yourself from the Settlement, then you will be bound by the Settlement but will not receive any Settlement Benefits.

2. You Can Object to the Settlement. If you believe the Settlement is unsatisfactory, you may file a written objection with the Clerk of the Court for the Central District of California and send copies to the following Counsel representing the Class and Yes To:

Plaintiffs’ Counsel

Yitzchak Kopel Bursor
& Fisher, P.A.
1990 North California
Blvd., Suite 940
Walnut Creek, CA
94596

Yes To’s Counsel

Jeffrey Goldman
Troutman Pepper Hamilton Sanders,
LLP
Two California Plaza
350 South Grand Avenue, Suite 3400
Los Angeles, CA 90071
Telephone: (213) 928-9800
E-Mail:
jeffrey.goldman@troutman.com

3. You Can “Opt Out” of the Settlement. If you exclude yourself from the Class – which is sometimes called “opting-out” of the Class – you won’t get any Settlement Benefits from the Proposed Settlement. You will also be responsible for any attorney’s fees and costs you incur if you choose to pursue your own lawsuit. Such notice shall include your name, current address, signature, and a statement that you want to be excluded from *Whitfield v. Yes To, Inc.*, Case No. 2:20-cv-00763-AB-AS, no later than August 13, 2021. Send the written notice to Whitfield v Yes To, PO Box 181, c/o Settlement Administrator, Warminster, PA 18974-0181

THE FAIRNESS HEARING

On September 21, 2021, at 10 a.m., the Court will hold a hearing in the United States District Court for the Central District of California to determine: (1) whether the Proposed Settlement is fair, reasonable, and adequate and should receive final approval; and (2) whether the application for Plaintiffs’ attorneys’ fees of up to one-third of the total \$750,000 settlement fund, plus reimbursement of out-of-pocket expenses, should be granted. Objections to the Proposed Settlement by Class Members will be considered by the Court, but only if such objections are filed in writing with the Court and sent to Plaintiffs’ and Yes To’s counsel by June 29, 2021 as explained above. Class Members who support the Proposed Settlement do not need to appear at the hearing or take any other action to indicate their approval. You may hire your own lawyer to appear in Court for you if you wish; however, if you do, you will be responsible for paying that lawyer on your behalf.

HOW CAN I GET MORE INFORMATION?

If you have questions or want a detailed notice or other documents about this lawsuit and your rights, visit the website at www.YesToClassAction.com. You may also contact Class Counsel by email at info@bursor.com, or by writing to: Whitfield v Yes To, c/o Settlement Administrator, PO Box 181, Warminster, PA 18974-0181

By order of the United States District Court for the Central District.

Exhibit D

CLASSIFIEDS

It's as Easy as 1-2-3. Call 714-796-6723 • ONLINE @: marketplace.oregister.com

HOW TO PLACE AN AD

ONLINE or MOBILE:
marketplace.oregister.com

PHONE: 714-796-6723 **FAX:** 24hrs 714-796-7913

EMAIL:
mgarcia@scng.com

MAIL OR IN PERSON:
Orange County Register
2190 South Towne Centre place
Anaheim, CA 92806
Attn: Mabel Garcia Classified Dept.
Lobby Hours: M-F 8:00am - 5:00pm

DEADLINES:
Please call Mabel at 714-796-6723 for deadlines they vary by category and holidays.

GARAGE SALE

MERCHANDISE

RENTALS

VEHICLES

PETS

SERVICE DIRECTORY

Employment

COMMERCIAL PAINTERS WANTED
Experience preferred.
Valid CDL & reliable transportation.
Call 909-627-2888

QA Engineer sought by RBG Systems dba Electron Electronics in Anaheim, CA. Develop test strategy, create test plans, functional, smoke, regression and performance tests. Must have 5 yrs job code 21-99041-N to Electron, attr to Anaheim, CA, Full Road, Anaheim, CA 92805.

Quality Assurance Engineer sought by RBG Systems dba Electron Electronics in Anaheim, CA. Develop test strategy, create test plans, functional, smoke, regression and performance tests. Must have 5 yrs job code 21-99041-N to Electron, attr to Anaheim, CA, Full Road, Anaheim, CA 92805.

Warehouse Driver
54 yr family owned company. Class C license accessible with good driving record.
•\$16.00 an hour to start
•\$16.00 an hour with retirement
•No lay-offs in over 40 years
•Reverse Water Conditioning
1702 E Rosslyn Ave, Fullerton 74408

THE ORANGE COUNTY REGISTER

Nobody Beats Our Coverage.

Public Notice

Call 714-796-2209 • Fax 714-796-7913 • www.oregister.com

Pets

Dogs

ARC Golden Retriever
Puppies, Family Raised, Health, Clean, \$1,400 & Up, 901-667-0510

Merchandise

Wanted to Buy
Sterling Flatware, Toys, Barbie Dolls, Cards & Posters 142-244-0552

Transportation

Classic Antiques

1987 FORD FALCON
BANCHERO Auto, 142-244-0552

NEWPORT MESA UNIFIED SCHOOL DISTRICT
2983 Bear St, Bldg A
Costa Mesa, CA 92626
(714) 424-5000

BID # 128-21
POOL SUPPLIES

Date and Time of Bid Opening: MAY 20, 2021 AT 2:00 PM
Place of Bid Receipt: Purchasing Department, Bldg A
Newport Mesa Unified School District
2983 Bear St.
Costa Mesa, CA 92626

NOTICE IS HEREBY GIVEN that the Newport Mesa Unified School District (the "District"), pursuant to Public Contract Code Section 20111, now invites sealed bids for the owners of a contract for POOL SUPPLIES. Bids must be received by the Newport Mesa Unified School District no later than MAY 20, 2021 AT 2:00 PM, and shall be in a sealed envelope clearly marked "BID 128-21".

Bid documents may be obtained by downloading the document from the District web site, <https://web.nmusd.us/bids/2021>. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bid process. No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening of bids.

All bids shall be made and presented on a form furnished by the District.

Date of this Notice: April 26, 2021

Newport Mesa Unified School District

By:
Jonathan Gotszler
Director, Purchasing & Warehouse

Published: Orange County Register
April 26, 2021
May 3, 2021 11457415

NOTICE OF PUBLIC LIEN SALE

Notice is hereby given that the undersigned intends to sell the property described below to enforce a lien imposed on said property under the California Self-Service Storage Facility Act (Business and Professions Code Section 21700-21716), Section 2228 of the UCC, Section 535 of the Penal Code and provisions of the Civil Code.

The undersigned will sell at www.storage treasures.com by competitive bidding ending on the 19th day of May 2021 at 11:00 A.M. the said property has been stored and which are located at ANAHEIM SELF STORAGE, 1225 N. East St, Anaheim, County of Orange, State of California, the following:

Account Description
Coesor Urrutia Air Conditioner, Fishing Pole, Boxes, Furniture Ashley Simoni Bag, Duffie bag Paola J. Palacios Boxes, Clothing, Power Tools, Bike Allison Rodriguez Clothing, Household Items, Baby Items

Purchase must be paid in full of the time of purchase, cash only. All purchased items sold as is, where is, and must be removed within 72 hours of the time of sale. Sale is subject to cancellation in the event of settlement between owner and obligated party. Company reserves the right to refuse any online bids.

Dated May 3rd and 10th 2021
Auction by StorageTreasures.com
Phone: (855) 722-8833
nct 2324030 1017, 10/24/2012

Published OC Register May 3, 10, 2021

NOTICE OF PUBLIC LIEN SALE

Notice is hereby given that the undersigned intends to sell the property described below to enforce a lien imposed on said property under the California Self-Service Storage Facility Act (Business and Professions Code Section 21700-21716), Section 2228 of the UCC, Section 535 of the Penal Code and provisions of the Civil Code.

The undersigned will sell at www.storage treasures.com by competitive bidding ending on the 19th day of May 2021 at 1:30 P.M. the said property has been stored and which are located at SAN JUAN CAPISTRANO SELF STORAGE, 26411 Via De Anza, San Juan Capistrano, County of Orange, State of California, the following:

Account Description
Shay Stanich Clothing, Luggage, Crutches, Backpack Robert (Bud) Morris Boxes, Fitness Equipment, Toys Bianca Greco Furniture, Luggage, Music Items Ronnie De La Rosa Contractor Supplies, Go-Cart, Power Tools Susan Hutto Boxes, Clothing, Sofa, Recreational Items

Purchase must be paid in full of the time of purchase, cash only. All purchased items sold as is, where is, and must be removed within 72 hours of the time of sale. Sale is subject to cancellation in the event of settlement between owner and obligated party. Company reserves the right to refuse any online bids.

Dated May 3rd and 10th 2021
Auction by StorageTreasures.com
Phone: (855) 722-8833
nct 2324030 1017, 10/24/2012

Published OC Register May 3, 10, 2021 11458105

NOTICE OF PUBLIC LIEN SALE

Notice is hereby given that the undersigned intends to sell the property described below to enforce a lien imposed on said property under the California Self-Service Storage Facility Act (Business and Professions Code Section 21700-21716), Section 2228 of the UCC, Section 535 of the Penal Code and provisions of the Civil Code.

The undersigned will sell at www.storage treasures.com by competitive bidding ending on the 19th day of May 2021 at 12:30 P.M. Where said property has been stored and which are located at FOUNTAIN VALLEY SELF STORAGE, 11345 Slater Ave, Fountain Valley, County of Orange, State of California, the following:

Account Description
John Gallo Books, Boxes Hoshang F Dowlatbadi Flooring samples, Tiles, Rugs Haroon Coxson Dept Chair Augustin Calin Mogaolan Contractor Supplies, Shelves, Fan Boxes, Electric Equipment Sylvia Harris Boxes John Gallo Boxes, Bike, Treadmill

Purchase must be paid in full of the time of purchase, cash only. All purchased items sold as is, where is, and must be removed within 72 hours of the time of sale. Sale is subject to cancellation in the event of settlement between owner and obligated party. Company reserves the right to refuse any online bids.

Dated May 3rd and 10th 2021
Auction by StorageTreasures.com
Phone: (855) 722-8833
nct 2324030 1017, 10/24/2012

Published OC Register May 3, 10, 2021 11458085

If You Purchased or Used a Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask, You Could Receive a Cash Payment as Part of a Proposed Class Action Settlement.

A settlement has been proposed in a class action lawsuit alleging that Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Masks caused skin irritation, redness, and a burning sensation.

Who is included in the Settlement?
Anyone who purchased or used the Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask product in the United States at any time is included in the settlement as a Class Member.

What can you get?
The Proposed Settlement will provide \$750,000 to pay the following: (i) notice and claims administration costs, (ii) attorneys' fees, (iii) litigation costs and expenses, (iv) an incentive award to the Class Representatives, and (v) pay cash to Class Members.

Class members who submit valid claims will get cash based on the average retail price of the Product, which is estimated to be \$3 for each Product, for up to six products. Claims for Products purchased or used during the class period will be paid without requiring proof of purchase. The amount paid per claim may increase or decrease based on the total number of claims filed. Class Members must submit a Claim Form by August 13, 2021 in order to get any money.

What options do Class Member have?

- **Do nothing:** Class Members who do nothing will not get any money from the settlement, but they will be bound by the decisions of the Court.
- **Submit a Claim:** Class Members must submit a Claim Form by August 13, 2021 to be eligible for a payment.
- **Request to be Excluded:** Class Members who do not want to be included in the settlement and want to keep their right to sue Yes To for the claims resolved by this lawsuit, must request to be excluded by August 13, 2021.
- **Object to the Settlement:** Class Members who object to be included in the settlement, but before they do, they must submit their objection on or before June 29, 2021.

A detailed ("Long Form") notice is available at www.YesToClassAction.com and explains how to make a claim, opt out, or object to the settlement. You may also call 844-367-8812 for additional information.

The Court will hold a hearing in this case on September 24, 2021 at 10:00 a.m. in the First Street U.S. Courthouse located at 350 W 1st Street, Suite 4311, Los Angeles, CA 90012-4565. At this hearing, the Court will consider whether to approve the settlement and whether to approve class counsel's application for attorney's fees, expenses, and incentive awards. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement and whether to grant Class Counsel's request for attorneys' fees and expenses.

Class Members may appear at the hearing but are not required to attend. Class Members do not need to retain an attorney to appear at the hearing, but they have the right to do so.

For more information about the litigation and the proposed settlement, visit www.YesToClassAction.com or call 844-367-8812.

www.YesToClassAction.com 844-367-8812

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Santa Ana will receive bids electronically via PlanetBids on or before 2:00 pm, May 25, 2021. No late bids will be accepted. No other method of bid submission will be accepted for:

PROJECT NO. 18-0712
CITYWIDE BIKE RACKS AND SARTC BICYCLE CENTER

All Plans and Specifications are available on PlanetBids. For further information on how to register as a vendor with PB refer to: <https://www.santana.org/purchasing-division/vendor-registration>

Do not call Purchasing Division regarding Public Works Agency projects. Scope of work includes asphalt pavement, concrete, signing, striping, landscaping, electrical, plumbing, and fire protection. Prior to bid opening, Bidders must possess or obtain a valid California Class "A" or "B" Contractor's license. This project is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations per Section 1771.4(a.1). A Contractor for subcontractor must be registered with the Department of Industrial Relations prior to submitting bid.

In accordance with the Labor Code, prevailing wage rates apply. As this project involves Federal funding assistance, the project must comply with Labor Standards, including Davis-Bacon Act requirements, apply. This Project complies with the City's Community Workforce Agreement (CWA) #26, 5/2/21 CWS-3463350F ORANGE COUNTY REGISTER

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Who is included in the Settlement?
Anyone who purchased or used the Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask product in the United States at any time is included in the settlement as a Class Member.

What can you get?
The Proposed Settlement will provide \$750,000 to pay the following: (i) notice and claims administration costs, (ii) attorneys' fees, (iii) litigation costs and expenses, (iv) an incentive award to the Class Representatives, and (v) pay cash to Class Members.

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For more information about the litigation and the proposed settlement, visit www.YesToClassAction.com or call 844-367-8812.

www.YesToClassAction.com 844-367-8812

Public Notice

Call 714-796-2209 • Fax 714-796-7913 • www.ocreger.com

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For more information about the litigation and the proposed settlement, visit www.YesToClassAction.com or call 844-367-8812.

www.YesToClassAction.com 844-367-8812



FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
1051 W. Bastanchury Road
Fullerton, CA 92833
(714) 870-2819
Bid Number: 2021-06

Project Location: Districtwide Project Title: Unit Bid-Fencing
NOTICE CALLING FOR BIDS
Notice is hereby given that the governing board ("Board") of the Fullerton Joint Union High School District ("District") has determined that the following contractors and subcontractors must be prequalified prior to submitting a bid or proposal on the Unit Bid-Fencing ("Project").

- All Prime contractors and subcontractors holding the following licenses must be prequalified with the District regardless of the value of the contract:
- C-13

These contractors and subcontractors must submit an original fully completed and sealed Prequalification Questionnaire to the District at the time/date/location indicated here:
Facilities and Construction Department, Fullerton Joint Union High School District
1051 W. Bastanchury Road, Fullerton, CA 92833
Time: June 1, 2021 by 4:00 PM

Any contractor that has prequalified on a District project within the past twelve (12) months may be able to satisfy the prequalification requirements for this project. Please review the Prequalification Questionnaire in the Project Documents for this Project to make that determination.

Sealed Bids from prequalified bidders will be received at the time/date/location indicated here, at or after which time the bids will be opened and publicly read aloud ("Bid Submission Deadline").

Facilities and Construction Department, Fullerton Joint Union High School District
1051 W. Bastanchury Road, Fullerton, CA 92833
Time: June 15, 2021 at 2:00 PM

All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Project Documents, including, but not limited to, the Information for Bidders.

As security for its Bid, each bidder shall provide with its Bid form either (1) a bid bond issued by an admitted surety insurer on the form provided by the District, (2) cash, or (3) a cashier's check or a certified check, drawn to the order of the District, in the amount of ten percent (10%) of the total bid price. This bid security shall be a guarantee that the Bidder shall, within the time frame required in the Project Documents, enter into the contract to perform the Project.

The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract to perform the Project.

This is a public works project. The successful bidder and all of its subcontractors of all tiers shall register with the Department of Industrial Relations (DIR) as a contractor that is working on a public works project and shall pay all workers on all work on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the DIR, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code (other than the companies that manufacture and deliver ready mixed concrete directly to construction sites using their own drivers, pending the final adjudication of Allied Concrete & Supply Co., v. Edmund Gerardo Brown, et al., United States District Court, Central District of California, Case No. 2:16-CV-04830-RGK (FMA)*). Prevailing wage rates are available from the District or on the Internet at: <http://www.dir.ca.gov>

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a) in which circumstance the contractor or subcontractor is ineligible to respond to a bid or to do public work). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Bidder's license(s) must remain active and in good standing at the time of the bid opening and throughout the term of the Agreement.

The Project Documents are on file at the following location: **Crisp Imaging**. The Project Documents include the plans and specifications pursuant to which the Project is to be constructed and upon which the bidders are to base their bids.

- Option 1: View and/or Download from **Crisp Imaging Planwell** site by following these directions:
- Access the site by going to Internet Explorer to connect to www.crispimg.com
 - Click on Planwell go to Public Planroom search by FJUHSD.

- Option 2: Purchase CD (Compact Disc) or paper bid documents by following these directions:
- Send email request to planwell@crispimg.com. Reference in the e-mail title. Call helpline at (866) 522-8475. Ask for the Planwell Department.

Substitutions: Any product substitution must be submitted ten (10) days prior to bid opening.

All inquiries about the project are to be directed to Lorenza Silva, (714) 870-2823

The District's Board has found and determined that specific item(s) shall be used on this Project based on the purpose(s) indicated in Public Contract Code section 3400(c). A full list of those items are attached to the Project Documents and can be found at **Facilities and Construction District Standards**.

Pursuant to Public Contract Code section 22300, the Agreement will contain provisions permitting the successful bidder to substitute securities for any monies withheld by the District to ensure performance under the Agreement or permitting payment of retainments earned directly into escrow.

The District shall award the Agreement, if it awards it at all, to the lowest responsive responsible bidder based on: **Job scenarios given at time of bid opening**.

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Prior to the Bid Submission Deadline, any bidder may withdraw its bid in person or by written request. No bids may be withdrawn between the Bid Submission Deadline and the nineteenth (90th) calendar day thereafter, inclusive, and all bids shall be effective throughout that entire ninety (90) day period.

Date of this Notice: May 20, 2021 Fullerton Joint Union High School District
By: Todd Butcher, Executive Director, Facilities and Construction

ADVERTISED IN: Orange County Register
ADVERTISEMENT DATES: May 24, 2021
May 31, 2021 11646440

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT
1051 W. Bastanchury Road
Fullerton, CA 92833
(714) 870-2819
Bid Number: 2021-08

Project Location: Districtwide Project Title: General Construction Unit Bid
NOTICE CALLING FOR BIDS

Notice is hereby given that the governing board ("Board") of the Fullerton Joint Union High School District ("District") has determined that the following contractors and subcontractors must be prequalified prior to submitting a bid or proposal on the Project Title: **General Construction Unit Bid** ("Project").

- All Prime contractors and subcontractors holding the following licenses must be prequalified with the District regardless of the value of the contract:
- B

These contractors and subcontractors must submit an original fully completed and sealed Prequalification Questionnaire to the District at the time/date/location indicated here:
Facilities and Construction Department, Fullerton Joint Union High School District
1051 W. Bastanchury Road, Fullerton, CA 92833
Time: June 1, 2021 by 4:00 PM

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Sealed Bids from prequalified bidders will be received at the time/date/location indicated here, at or after which time the bids will be opened and publicly read aloud ("Bid Submission Deadline").

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As security for its Bid, each bidder shall provide with its Bid form either (1) a bid bond issued by an admitted surety insurer on the form provided by the District, (2) cash, or (3) a cashier's check or a certified check, drawn to the order of the District, in the amount of ten percent (10%) of the total bid price. This bid security shall be a guarantee that the Bidder shall, within the time frame required in the Project Documents, enter into the contract to perform the Project.

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Date of this Notice: May 21, 2021 Fullerton Joint Union High School District
By: Todd Butcher, Executive Director, Facilities and Construction

ADVERTISED IN: Orange County Register
ADVERTISEMENT DATES: May 24, 2021
May 31, 2021 11646442

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Laguna Hills, CA 92653
Next to the Laguna Hills Mall

WE ACCEPT MOST DENTAL INSURANCES FINANCING IS AVAILABLE

Public Notice

Call 714-796-2209 • Fax 714-796-7913 • www.ocreger.com

Did you purchase or use a



**YESTO
GRAPEFRUIT
VITAMIN C
GLOW-BOOSTING
UNICORN PAPER MASK?**

*No other YesTo products are
impacted by this settlement.*

You could get up to \$18 from a Settlement.

LEARN MORE

If you purchased or used a



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LEARN MORE



Legal Notices

April 13 · 🌐

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YesTo Grapefruit Unicorn Mask Settlement



YESTOCLASSACTION.COM

YesTo Grapefruit Unicorn Mask Settlement

Court Authorized Notice

[Learn More](#)



Legal Notices

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[Learn More](#)

Exhibit E

If You Purchased or Used a Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask, You Could Receive a Cash Payment as Part of a Proposed Class Action Settlement.

NEWS PROVIDED BY

Bursor & Fisher, P.A. →

Apr 19, 2021, 09:17 ET

LOS ANGELES, April 19, 2021 /PRNewswire/ -- The following statement is being issued by Bursor & Fisher, P.A. regarding the Yes To Unicorn Paper Mask Settlement.

A settlement has been proposed in a class action lawsuit alleging that Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Masks caused skin irritation, redness, and a burning sensation.

Who is included in the Settlement?

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- Request to be Excluded: Class Members who do not want to be included in the settlement and want to keep their right to sue YesTo for the claims resolved by this lawsuit, must request to be excluded by **August 13, 2021**.
- Object to the Settlement: Class Members who wish to be included in the settlement, but object to it, must submit their objection on or before **June 29, 2021**.

A detailed ("Long Form") notice is available at **www.YesToClassAction.com** and explains how to make a claim, opt out, or object to the settlement. You may also call **844-367-8812** for additional information.

The Court will hold a hearing in this case on **September 24, 2021** at **10:00 a.m.** in the First Street U.S. Courthouse located at 350 W 1st Street, Suite 4311, Los Angeles, CA 90012-4565. At this hearing, the Court will consider whether to approve the settlement and whether to approve class counsel's application for attorneys' fees, expenses, and incentive awards. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement and whether to grant Class Counsel's request for attorneys' fees and expenses.

Class Members may appear at the hearing but are not required to attend. Class Members do not need to retain an attorney to appear at the hearing, but they have the right to do so.

For more information about the litigation and the proposed settlement, visit

www.YesToClassAction.com or call **844-367-8812**.

SOURCE Bursor & Fisher, P.A.

BURSOR & FISHER, P.A.
L. Timothy Fisher (State Bar No. 191626)
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Telephone: (925) 300-4455
Facsimile: (925) 407-2700
E-Mail: ltfisher@bursor.com

BURSOR & FISHER, P.A.
Yitzchak Kopel (*pro hac vice*)
888 Seventh Avenue
New York, NY 10019
Telephone: (646) 837-7150
Facsimile: (212) 989-9163
E-Mail: ykopel@bursor.com

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IMANI WHITFIELD, SHAWANNA
McCOY, and JOSEY PARSONS
AUGHTMAN, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

YES TO, INC.,

Defendant.

Case No. 2:20-cv-00763-AB-AS

**DECLARATION OF SHAWANNA
McCOY IN SUPPORT OF
PLAINTIFFS' MOTIONS FOR
FINAL APPROVAL AND FOR AN
AWARD OF ATTORNEYS' FEES,
REIMBURSEMENT OF COSTS
AND EXPENSES, AND
INCENTIVE AWARDS FOR THE
CLASS REPRESENTATIVES**

Date: September 24, 2021
Time: 10:00 a.m.
Courtroom: 7B
Hon. André Birotte, Jr.

1 I, Shawanna McCoy, declare:

2 1. I am a Class Representative in the lawsuit entitled *Whitfield v. Yes To,*
3 *Inc.*, Case No. 2:20-cv-00763-AB-AS (C.D. Cal.), currently pending in the Central
4 District of California. I make this Declaration in support of Plaintiffs' Motions for
5 Final Approval and for an Award of Attorneys' fees, Reimbursement of Costs and
6 Expenses, and Incentive Awards for the Class Representatives. The statements made
7 in this Declaration are based on my personal knowledge and, if called as a witness, I
8 could and would testify thereto.

9 2. I assisted with my lawyers' investigation of this case by providing my
10 attorneys with all the details of my purchase and experience with the Yes To masks.

11 3. I also worked with my attorneys to prepare the complaints that have
12 been filed in this action. I carefully reviewed each of the complaints for accuracy
13 and approved them before they were filed.

14 4. During the course of this litigation, I kept in regular contact with my
15 lawyers. Specifically, I conferred with them regularly by phone and e-mail to
16 discuss the status of the case. We also discussed case strategy, pending and
17 anticipated motions, and the prospects of settlement.

18 5. My lawyers have kept me informed in regard to their efforts to resolve
19 this matter. I discussed the class action settlement with my lawyers, reviewed the
20 settlement, and gave my prior approval prior to signing the settlement.

21 6. Based on my interactions and my relationship with my attorneys, I
22 believe that they have fairly and adequately represented me and the Settlement Class
23 and will continue to do so.

24 7. Throughout this litigation, I understood that, as a Class Representative, I
25 have an obligation to protect the interests of other Settlement Class Members and not
26 act just for my own personal benefit. I do not believe that I have any conflicts with
27 other Settlement Class Members. I have done my best to protect the interests of
28

1 other Settlement Class Members and will continue to fairly and adequately represent
2 the Settlement Class to the best of my ability.

3 8. The above statements are of my own personal knowledge, and I make
4 such statements under penalty of perjury under the laws of California and the United
5 States of America.

6
7 Executed June 7, 2021.

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10 _____
Shawanna McCoy

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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IMANI WHITFIELD, SHAWANNA
McCOY, and JOSEY PARSONS
AUGHTMAN, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

YES TO, INC.,

Defendant.

Case No. 2:20-cv-00763-AB-AS

**DECLARATION OF IMANI
WHITFIELD IN SUPPORT OF
PLAINTIFFS' MOTIONS FOR
FINAL APPROVAL AND FOR AN
AWARD OF ATTORNEYS' FEES,
REIMBURSEMENT OF COSTS
AND EXPENSES, AND
INCENTIVE AWARDS FOR THE
CLASS REPRESENTATIVES**

Date: September 24, 2021
Time: 10:00 a.m.
Courtroom: 7B
Hon. André Birotte, Jr.

1 I, Imani Whitfield, declare:

2 1. I am a Class Representative in the lawsuit entitled *Whitfield v. Yes To,*
3 *Inc.*, Case No. 2:20-cv-00763-AB-AS (C.D. Cal.), currently pending in the Central
4 District of California. I make this Declaration in support of Plaintiffs' Motions for
5 Final Approval and for an Award of Attorneys' fees, Reimbursement of Costs and
6 Expenses, and Incentive Awards for the Class Representatives. The statements made
7 in this Declaration are based on my personal knowledge and, if called as a witness, I
8 could and would testify thereto.

9 2. I assisted with my lawyers' investigation of this case by providing my
10 attorneys with all the details of my purchase and experience with the Yes To masks.

11 3. I also worked with my attorneys to prepare the complaints that have
12 been filed in this action. I carefully reviewed each of the complaints for accuracy
13 and approved them before they were filed.

14 4. During the course of this litigation, I kept in regular contact with my
15 lawyers. Specifically, I conferred with them regularly by phone and e-mail to
16 discuss the status of the case. We also discussed case strategy, pending and
17 anticipated motions, and the prospects of settlement.

18 5. My lawyers have kept me informed in regard to their efforts to resolve
19 this matter. I discussed the class action settlement with my lawyers, reviewed the
20 settlement, and gave my prior approval prior to signing the settlement.

21 6. Based on my interactions and my relationship with my attorneys, I
22 believe that they have fairly and adequately represented me and the Settlement Class
23 and will continue to do so.

24 7. Throughout this litigation, I understood that, as a Class Representative, I
25 have an obligation to protect the interests of other Settlement Class Members and not
26 act just for my own personal benefit. I do not believe that I have any conflicts with
27 other Settlement Class Members. I have done my best to protect the interests of
28

1 other Settlement Class Members and will continue to fairly and adequately represent
2 the Settlement Class to the best of my ability.

3 8. The above statements are of my own personal knowledge, and I make
4 such statements under penalty of perjury under the laws of California and the United
5 States of America.

6
7 Executed June 7, 2021.

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11 Imani Whitfield
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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IMANI WHITFIELD, SHAWANNA
McCOY, and JOSEY PARSONS
AUGHTMAN, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

YES TO, INC.,

Defendant.

Case No. 2:20-cv-00763-AB-AS

**DECLARATION OF JOSEY
PARSONS AUGHTMAN IN
SUPPORT OF PLAINTIFFS'
MOTIONS FOR FINAL
APPROVAL AND FOR AN
AWARD OF ATTORNEYS' FEES,
REIMBURSEMENT OF COSTS
AND EXPENSES, AND
INCENTIVE AWARDS FOR THE
CLASS REPRESENTATIVES**

Date: September 24, 2021

Time: 10:00 a.m.

Courtroom: 7B

Hon. André Birotte, Jr.

1 I, Josey Parsons Aughtman, declare:

2 1. I am a Class Representative in the lawsuit entitled *Whitfield v. Yes To,*
3 *Inc.*, Case No. 2:20-cv-00763-AB-AS (C.D. Cal.), currently pending in the Central
4 District of California. I make this Declaration in support of Plaintiffs' Motions for
5 Final Approval and for an Award of Attorneys' fees, Reimbursement of Costs and
6 Expenses, and Incentive Awards for the Class Representatives. The statements made
7 in this Declaration are based on my personal knowledge and, if called as a witness, I
8 could and would testify thereto.

9 2. I assisted with my lawyers' investigation of this case by providing my
10 attorneys with all the details of my purchase and experience with the Yes To masks.

11 3. I also worked with my attorneys to prepare the complaints that have
12 been filed in this action. I carefully reviewed each of the complaints for accuracy
13 and approved them before they were filed.

14 4. During the course of this litigation, I kept in regular contact with my
15 lawyers. Specifically, I conferred with them regularly by phone and e-mail to
16 discuss the status of the case. We also discussed case strategy, pending and
17 anticipated motions, and the prospects of settlement.

18 5. My lawyers have kept me informed in regard to their efforts to resolve
19 this matter. I discussed the class action settlement with my lawyers, reviewed the
20 settlement, and gave my prior approval prior to signing the settlement.

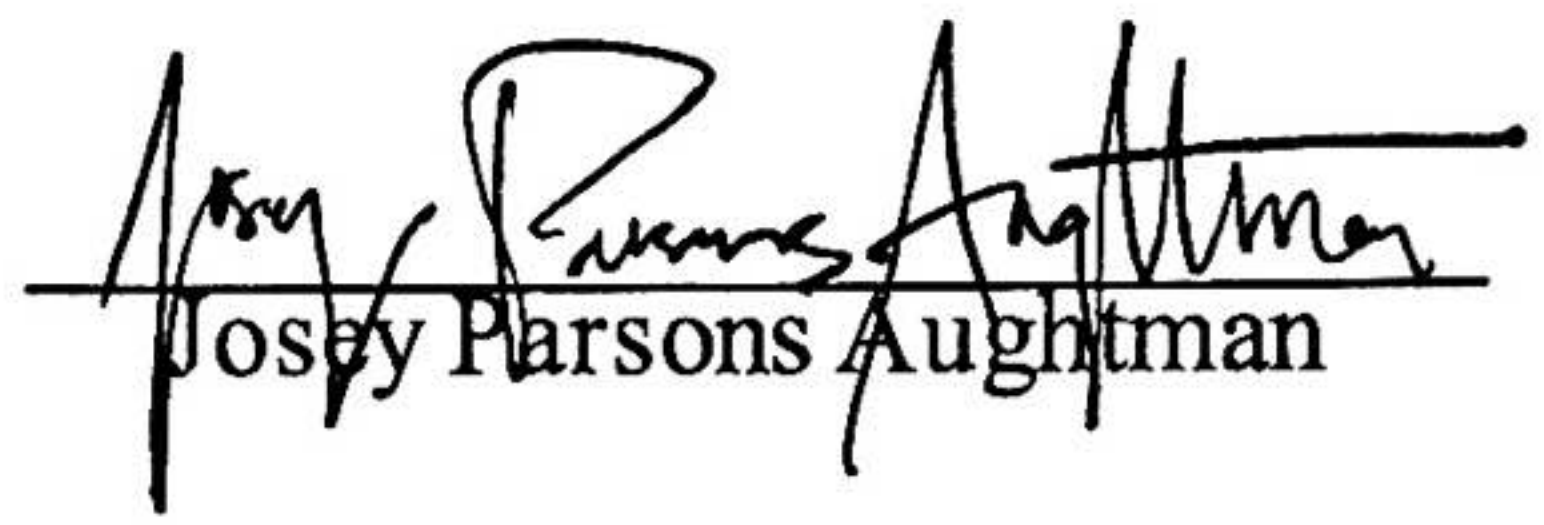
21 6. Based on my interactions and my relationship with my attorneys, I
22 believe that they have fairly and adequately represented me and the Settlement Class
23 and will continue to do so.

24 7. Throughout this litigation, I understood that, as a Class Representative, I
25 have an obligation to protect the interests of other Settlement Class Members and not
26 act just for my own personal benefit. I do not believe that I have any conflicts with
27 other Settlement Class Members. I have done my best to protect the interests of
28

1 other Settlement Class Members and will continue to fairly and adequately represent
2 the Settlement Class to the best of my ability.

3 8. The above statements are of my own personal knowledge, and I make
4 such statements under penalty of perjury under the laws of California and the United
5 States of America.

6 Executed June 8th, 2021.

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10 Josey Parsons Aughtman

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IMANI WHITFIELD, SHAWANNA
McCOY, and JOSEY PARSONS
AUGHTMAN, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

YES TO, INC.,

Defendant.

Case No. 2:20-cv-00763-AB-AS

**[PROPOSED] FINAL
SETTLEMENT ORDER AND
JUDGMENT**

1 IT IS HEREBY ADJUDGED AND DECREED THAT:

2 1. This Judgment incorporates by reference the definitions in the
3 Stipulation of Settlement dated January 20, 2021 (Ex. A to Dkt. 41-1) (the
4 “Stipulation”), attached hereto as **Exhibit A**, and all capitalized terms used herein
5 shall have the same meanings as set forth in the Stipulation unless set forth differently
6 herein. The terms of the Stipulation are fully incorporated in this Judgment as if set
7 forth fully here.

8 2. The Court has jurisdiction over the subject matter of this action and all
9 Parties to the action, including all Settlement Class Members who do not timely
10 exclude themselves from the Class. The list of excluded Class Members was filed
11 with the Court on _____ and is attached as **Exhibit B**.

12 3. Pursuant to Federal Rule of Civil Procedure 23(b)(3), the Court hereby
13 certifies the following Settlement Class:

14 All persons in the United States who purchased or used the Yes To
15 Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask.
16 Excluded from this definition are the Released Persons, any person
17 or entity that purchased the Yes To Grapefruit Vitamin C Glow-
18 Boosting Unicorn Paper Mask for purposes of resale and not for
19 his/her/its own consumption (i.e., “Resellers”), and any judicial
20 officer assigned to this case.

21 4. Pursuant to Federal Rule of Civil Procedure 23(c)(3), all such persons
22 or entities who satisfy the Settlement Class definition above, except those Settlement
23 Class Members who timely and validly excluded themselves from the Settlement
24 Class, are Settlement Class Members bound by this Judgment.

25 5. For settlement purposes only, the Court finds:

26 (a) Pursuant to Federal Rule of Civil Procedure 23(a), Imani
27 Whitfield, Shawanna McCoy, and Josey Parsons-Aughtman are members of the
28 Settlement Class, their claims are typical of the Settlement Class, and they fairly and
adequately protected the interests of the Settlement Class throughout the proceedings

1 in the Action. Accordingly, the Court hereby appoints Ms. Whitfield, Ms. McCoy,
2 and Ms. Parsons-Aughtman as class representatives;

3 (b) The Class meets all of the requirements of Federal Rules of Civil
4 Procedure 23(a) and (b)(3) for certification of the class claims alleged in the First
5 Amended Complaint, including: (a) numerosity; (b) commonality; (c) typicality; (d)
6 adequacy of the class representative and Class Counsel; (e) predominance of
7 common questions of fact and law among the Class for purposes of settlement; and
8 (f) superiority; and

9 (c) Having considered the factors set forth in Rule 23(g)(1) of the
10 Federal Rules of Civil Procedure, Class Counsel have fairly and adequately
11 represented the Class for purposes of entering into and implementing the settlement.
12 Accordingly, the Court hereby appoints Class Counsel as counsel to represent Class
13 Members.

14 6. Persons or entities who filed timely exclusion requests are not bound by
15 this Judgment or the terms of the Stipulation and may pursue their own individual
16 remedies against Defendant. However, such excluded parties are not entitled to any
17 rights or benefits provided to Settlement Class Members by the terms of the
18 Stipulation. The list of persons and entities excluded from the Settlement Class
19 because they filed timely and valid requests for exclusion is attached hereto as
20 **Exhibit B.**

21 7. The Court directed that notice be given to Class members by publication
22 and other means pursuant to the notice program proposed by the Parties in the
23 Stipulation and approved by the Court. (Dkt. 48 ¶¶ 11-16.) The declaration from
24 Heffler Claims Group, attesting to the dissemination of the notice to the Class,
25 demonstrates compliance with this Court's Preliminary Approval Order. The Class
26 Notice advised Settlement Class members of the terms of the settlement; the date,
27 time, and location of the final approval hearing and their right to appear at such
28 hearing; their rights to remain in or opt out of the Settlement Class and to object to

1 the settlement; the procedures for exercising such rights; and the binding effect of
2 this Judgment, whether favorable or unfavorable, to the Settlement Class.

3 8. The distribution of the notice to the Settlement Class constituted the best
4 notice practicable under the circumstances, and fully satisfied the requirements of
5 Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C.
6 §1715, and any other applicable law.

7 9. Pursuant to Federal Rule of Civil Procedure 23(e)(2), the Court finds
8 after a hearing and based upon all submissions of the Parties and other persons that
9 the settlement proposed by the Parties is fair, reasonable, and adequate. The terms
10 and provisions of the Stipulation are the product of arms-length negotiations
11 conducted in good faith and with the assistance of an experienced mediator, Jill
12 Sperbor. The Court has considered any timely objections to the Settlement and finds
13 that such objections are without merit and should be overruled. Approval of the
14 Stipulation will result in substantial savings of time, money and effort to the Court
15 and the Parties, and will further the interests of justice.

16 10. Upon the Final Settlement Approval Date, the named Plaintiffs and each
17 Class Member other than those listed on Exhibit B shall be deemed to have, and by
18 operation of this Final Settlement Order and Judgment shall have released, waived
19 and discharged with prejudice Defendant from any and all claims, demands, actions,
20 causes of action, lawsuits, arbitrations, damages, or liabilities whether legal,
21 equitable, or otherwise, relating in any way to the claims asserted or the factual or
22 legal allegations made in the Action, including without limitation the purchase or use
23 of the Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask at any time
24 (the “Released Claims”).

25 11. All Class Members who have not timely and validly submitted requests
26 for exclusion are bound by this Judgment and by the terms of the Stipulation.

27 12. The Class Representatives in this action initiated their respective
28 lawsuits, acted to protect the Class, and assisted their counsel. Their efforts have

1 produced the Stipulation entered into in good faith that provides a fair, reasonable,
2 adequate and certain result for the Class. Each of the three Class Representatives are
3 entitled to a service award of \$5,000. Class Counsel is entitled to reasonable
4 attorneys' fees, which the Court finds to be \$ _____, and expenses in the amount
5 of \$ _____. The Settlement Notice and Other Administrative Costs may be paid
6 from the Settlement Fund, in accordance with the terms set forth in the Stipulation.

7 13. The Court hereby dismisses with prejudice this Action, and the Released
8 Parties are hereby released from all further liability for the Released Claims.

9 14. Without affecting the finality of this Judgment, the Court reserves
10 jurisdiction over the implementation, administration and enforcement of this
11 Judgment and the Stipulation, and all matters ancillary thereto.

12 15. The Court finding that no reason exists for delay in ordering final
13 judgment pursuant to Federal Rule of Civil Procedure 54(b), the clerk is hereby
14 directed to enter this Judgment forthwith.

15 16. The Parties are hereby authorized without needing further approval from
16 the Court to agree to and adopt such modifications and expansions of the Stipulation,
17 including without limitation the claim review procedure, that are consistent with this
18 Judgment and do not limit the rights of Class Members under the Stipulation.

19

20 IT IS SO ORDERED.

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23 DATED: _____

THE HONORABLE ANDRE BIROTTE
UNITED STATES DISTRICT JUDGE

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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IMANI WHITFIELD, SHAWANNA McCOY,
and JOSEY PARSONS AUGHTMAN, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

YES TO, INC.,

Defendant.

Case No. 2:20-cv-00763-AB-AS

STIPULATION OF SETTLEMENT

1 This Stipulation of Settlement (the “Stipulation”) is made by Imani Whitfield, Shawanna
2 McCoy, and Josey Parsons Aughtman (the “Plaintiffs” or “Class Representatives”), on behalf of
3 themselves and the Settlement Class (defined below), on the one hand, and Defendant Yes To, Inc.
4 (hereinafter “Defendant”), on the other hand, (collectively referred to as the “Parties”) subject to and
5 conditioned upon Court approval of the terms and conditions hereof.

6 **RECITALS**

7 A. On January 24, 2020, Plaintiff Imani Whitfield commenced an action entitled
8 *Whitfield v. Yes To, Inc.* (United States District Court, Central District of California, Case No. 2:20-
9 cv-763) (the “Action”), as a proposed class action, asserting claims for breach of express warranty,
10 breach of implied warranty, violation of Pennsylvania’s Unfair Trade Practices and Consumer
11 Protection Law, 73 P.S. §§ 201-1, *et seq.* (“UTPCPL”), fraudulent concealment, fraud, unjust
12 enrichment, and conversion. Plaintiff alleges, *inter alia*, that Defendant manufactured and sold a
13 defective product known as the “Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper
14 Mask,” which was sold both as a standalone product and bundled with other products (“Unicorn
15 Mask”). Plaintiff alleges that the Unicorn Mask caused skin irritation and/or burns to her face.

16 B. On February 19, 2020, Plaintiffs Imani Whitfield and Shawanna McCoy filed a First
17 Amended Complaint (“FAC”) asserting the same allegations that the Unicorn Mask caused facial
18 irritation and/or burns, and advanced the same claims, adding causes of action for violation of
19 California’s Consumers Legal Remedies Act (“CLRA”) (injunctive relief), Cal Civ. Code §1750, *et*
20 *seq.*, California’s False Advertising Law, Cal. Bus. & Prof. Code §17500, *et seq.* (the “FAL”), and
21 violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code §17200. Dkt. No. 9.

22 C. On March 20, 2020, Plaintiffs Imani Whitfield and Shawanna McCoy filed a Second
23 Amended Complaint (“SAC”) asserting the same claims and adding a prayer for damages for the
24 CLRA claim. Dkt. No. 20.

25 D. On March 17, 2020, the *Whitfield* action was consolidated with the related *Aughtman*
26 *v. Yes To, Inc.* (United States District Court, Central District of California, Case No. 2:20-cv-01223-
27 AB-AS) action. Dkt. No. 19.

28 E. On May 15, 2020, Plaintiffs Imani Whitfield, Shawanna McCoy, and Josey Parsons

1 Aughtman filed a Consolidated Class Action Complaint (“CCAC”) asserting the same claims for
2 relief as in the Complaint, FAC and SAC. Dkt No. 23.

3 F. Defendant answered the CCAC on June 12, 2020, denying liability. Dkt. No. 25.

4 G. The Parties then began engaging in fact discovery. Plaintiffs propounded requests
5 for production of documents.

6 H. Class Counsel (defined below) conducted an examination and investigation of the
7 facts and law relating to the matters alleged in this Action, including, but not limited to, engaging in
8 discovery, review and analysis of Defendant’s documents and data. Class Counsel also evaluated
9 the merits of the Parties’ contentions and evaluated this Settlement, as it affects all parties, including
10 Settlement Class Members. The Class Representatives and Class Counsel, after taking into account
11 the foregoing, along with the risks and costs of further litigation, and the desire to provide prompt
12 and effective relief to the Settlement Class Members, represent that they are satisfied that the terms
13 and conditions of this Settlement are fair, reasonable, and adequate, and that this Settlement is in the
14 best interest of the Settlement Class Members (defined below).

15 I. Defendant has expressly denied and continues to deny all claims, contentions and
16 charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts
17 and/or omissions alleged, or that could have been alleged in the Action. Defendant likewise denies
18 that the current action could be certified as one or more classes for litigation purposes.
19 Notwithstanding their denial of all allegations of wrongdoing and all liability with respect to all
20 claims, Defendant considers it desirable to resolve the action to avoid further expense,
21 inconvenience, and burden, and therefore have determined that this settlement on the terms set forth
22 herein is appropriate. Neither the Stipulation nor any actions taken to carry out the Settlement are
23 intended to be, nor may they be deemed or construed to be, an admission or concession of liability,
24 or of the validity of any claim, defense, or of any point of fact or law on the part of any party.
25 Defendant denies the material allegations of all complaints in this action, including the CCAC.
26 Neither the Stipulation, nor the fact of settlement, nor settlement proceedings, nor the settlement
27 negotiations, nor any related document, shall be used as an admission of any fault or omission by
28 Defendant, an admission of fact or law, or be offered or received in evidence as an admission,

1 concession, presumption, or inference of any wrongdoing by Defendant in any proceeding.

2 J. Substantial settlement negotiations have taken place between the Parties. In addition
3 to informal settlement discussions, on November 11, 2020, the Parties attended a virtual mediation
4 with Jill Sperber Esq. of Judicate West. After a full day of mediation, the Parties were able to reach
5 a resolution.

6 K. In consultation with their respective legal counsel and in consideration of the
7 covenants and agreements set forth herein, and of the releases and dismissals of claims as described
8 below, and other good and valuable consideration, the receipt and sufficiency of which hereby is
9 acknowledged by each of the Parties, the Class Representatives and in consultation with their
10 respective legal counsel, on behalf of themselves and the Settlement Class Members, and Defendant
11 agree for settlement purposes only to the Settlement described herein, subject to Court approval,
12 under the following terms and conditions:

13 **I. DEFINITIONS**

14 1.1 “Claim Form” means the document to be submitted by Settlement Class Members
15 seeking cash payment pursuant to this Stipulation. The Claim Form will be available online at the
16 Settlement Website (defined below) and the contents of the Claim Form will be approved by the
17 Court. The Parties shall request the Court approve the Claim Form substantially in the form
18 attached hereto and made a part hereof as Exhibit A.

19 1.2 “Claimant” means a Settlement Class Member who submits a claim for cash
20 payment as described in Section II of this Stipulation.

21 1.3 “Class Counsel” means the law firms of Bursor & Fisher, P.A., Milstein Jackson
22 Fairchild & Wade, LLP, and Golomb & Honik, P.C.

23 1.4 “Class Notice” means the Court-approved notice plan described in Section IV below.

24 1.5 “Class Representatives” means Plaintiffs Imani Whitfield, Shawanna McCoy, and
25 Josey Parsons Aughtman.

26 1.6 “Court” means the United States District Court, Central District of California.

27 1.7 “Defendant’s Counsel” means the law firm of Troutman Pepper Hamilton Sanders
28 LLP.

1 1.8 “District Court Final Approval Date” means the day on which the Court’s Settlement
2 Approval Order and Final Judgment (defined below) is entered.

3 1.9 “Fee and Expense Award” means the amount that may be awarded to Class Counsel
4 by the Court for attorneys’ fees, costs, and expenses.

5 1.10 “Final Settlement Approval Date” means the later of thirty (35) days after entry of
6 the Settlement Approval Order and Final Judgment or expiration of the time to appeal from the
7 Settlement Approval Order and Final Judgment without any appeal being taken, or if an appeal or
8 request for review (including but not limited to a request for reconsideration or rehearing, or a
9 petition for a writ of certiorari) has been taken, the date on which the Settlement Approval Order
10 and Final Judgment has been affirmed by the court of last resort to which an appeal or request for
11 review has been taken and such affirmance is no longer subject to further appeal or review, or the
12 date of denial of review after exhaustion of all appellate remedies.

13 1.11 “Incentive Award” means any award not to exceed \$5,000 per Plaintiff (\$15,000
14 total), sought by application to and approved by the Court that may be payable to the Class
15 Representatives from the Settlement Fund.

16 1.12 “Long Form Notice” means the Court-approved long form of notice to be posted to
17 the Settlement Website (defined below), pursuant to the Media Plan (defined below). The Parties
18 shall request the Court approve the Long Form Notice substantially in the form attached hereto and
19 made a part hereof as Exhibit B.

20 1.13 “Media Plan” means the Settlement Administrator’s plan to disseminate Class Notice
21 to Settlement Class Members. The Media Plan will be designed to reach no fewer than seventy-five
22 (75) percent of the Settlement Class Members and will be created with the collaboration and
23 approval of Yes To.

24 1.14 “Notice and Other Administrative Costs” means all costs and expenses actually
25 incurred by the Settlement Administrator (defined below) in the publication of Class Notice,
26 establishment of the Settlement Website (defined below) and the processing, handling, reviewing,
27 and paying of claims made by Claimants.

28 1.15 “Parties” means Plaintiffs Imani Whitfield, Shawanna McCoy, Josey Parsons

1 Aughtman and Defendant Yes To, Inc.

2 1.16 “Preliminary Approval” means that the Court has entered an order preliminarily
3 approving the terms and conditions of this Stipulation, including the manner of providing and
4 content of notice to Settlement Class Members. The Parties shall request the Court to enter the
5 proposed Preliminary Settlement Approval Order substantially in the form attached hereto and
6 made a part hereof as Exhibit C.

7 1.17 “Preliminary Approval Date” means the date on which the Court enters an Order
8 granting Preliminary Approval.

9 1.18 “Released Persons” means and includes Defendant, Travelers Indemnity Company
10 of Connecticut, Travelers Property Casualty Company of America, and any and all manufacturers,
11 suppliers, and retailers of the Unicorn Mask, and each of their past and present respective parents,
12 subsidiaries, divisions, affiliates, persons and entities directly or indirectly under its or their control
13 in the past or in the present, as well as their respective assignors, predecessors, successors, and
14 assigns, and all past or present partners, shareholders, managers, members, directors, officers,
15 employees, agents, attorneys, insurers, accountants, and representatives of any and all of the
16 foregoing.

17 1.19 “Settlement Administrator” means Heffler Claims Group and its successors and
18 assigns.

19 1.20 “Settlement Class Members” or “Settlement Class” means:

20 All persons in the United States who purchased or used the Yes To
21 Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask.
22 Excluded from this definition are the Released Persons, any person
23 or entity that purchased the Yes To Grapefruit Vitamin C Glow-
24 Boosting Unicorn Paper Mask for purposes of resale and not for
his/her/its own consumption (i.e., “Resellers”), and any judicial
officer assigned to this case.

25 1.21 “Settlement Fund” means the total commitment of Defendant for purposes of this
26 settlement, as described in Section II of this Stipulation, with a total value of \$750,000.00, paid by
27 Defendant for purposes of effectuating the settlement of this Action, the payment and disposition of
28 which is subject to the provisions of this Stipulation, including paragraphs 2.4, 2.5, 2.6, 2.7, 2.8, 2.9,

1 3.1, and 3.2, below.

2 1.22 “Settlement Approval Order and Final Judgment” means an order and judgment
3 issued and entered by the Court, approving this Stipulation as binding upon the Parties and the
4 Settlement Class Members and dismissing the Action with prejudice, and setting the amount for an
5 award of attorneys’ fees not to exceed one-third of the total \$750,000.00 value of the Settlement
6 Fund, plus any award of costs and expenses, to Class Counsel as determined by the Court. The
7 Settlement Approval Order and Final Judgment shall constitute a judgment within the meaning and
8 for purposes of Rule 54 of the Federal Rules of Civil Procedure. The Parties shall request the Court
9 to enter the proposed Settlement Approval Order and Final Judgment substantially in the form
10 attached hereto and made a part hereof as Exhibit D.

11 1.23 “Settlement Website” means a website operated and maintained by the Settlement
12 Administrator solely for purposes of making available to the Settlement Class Members the
13 documents, information, and online claims submission process referenced in paragraphs 2.4 through
14 2.6 below.

15 1.24 “Short Form Notice” means the Court-approved form of notice for publication to
16 Settlement Class Members, pursuant to the Media Plan. The Parties shall request the Court approve
17 the Short Form Notice substantially in the form attached hereto and made a part hereof as Exhibit E.

18 1.25 As used herein, the plural of any defined term includes the singular thereof and the
19 singular of any defined term includes the plural thereof, as the case may be.

20 **II. SETTLEMENT CONSIDERATION**

21 2.1 Benefit to Settlement Class Members from the Settlement Fund. The Settlement
22 Fund will be used to provide benefits to or on behalf of the Settlement Class. Defendant will
23 contribute \$750,000.00 for payment of the following: (i) valid claims for benefits submitted by
24 Settlement Class Members pursuant to paragraph 2.4 below; (ii) the Notice and Other
25 Administrative Costs actually incurred by the Settlement Administrator as described in paragraph
26 4.5 below; (iii) the Fee and Expense Award, as may be ordered by the Court and as described in
27 paragraph 3.1 below, and (iv) any Incentive Award to the Class Representatives, not to exceed
28 \$5,000 per Plaintiff as may be ordered by the Court and as described in paragraph 3.2 below.

1 2.2 Total Financial Commitment. Defendant and its insurer’s total financial
2 commitment and obligation under this Stipulation, subject to Court approval, shall not exceed
3 \$750,000.00.

4 2.3 Schedule of Payments into Settlement Fund. Defendant or its insurer shall make
5 payments into the Settlement Fund in accordance with the following schedule:

6 a. *Notice and Other Administrative Costs.* Amounts equal to the cost of
7 publishing the Class Notice and other administrative costs, to be paid within thirty (30) days of
8 when such amounts are invoiced to Defendant for work completed and become due and owing.

9 b. *Fee and Expense Award.* An amount equal to the Fee and Expense Award, to
10 be paid as described at paragraph 3.1, below.

11 c. *Incentive Award.* An amount equal to any Incentive Award, not to exceed
12 \$5,000 per Plaintiff (\$15,000 total), as may be ordered by the Court and as described at paragraph
13 3.2, below.

14 d. *Payment of Valid Claims.* An amount equal to \$750,000, less the sum of (i)
15 the total Notice and Other Administrative Costs, (ii) the Fee and Expense Award, and (iii) the
16 Incentive Award, which amount is to be paid to the Settlement Administrator within ten (10) days
17 of the Final Settlement Approval Date.

18 2.4 Claims Process. Each Settlement Class Member shall be entitled to submit a claim
19 for reimbursement, consistent with this paragraph.

20 a. *Cash Payment.* Each Settlement Class Member may submit a claim, either
21 electronically through a settlement website or by mail, for each of the Yes To Grapefruit Vitamin C
22 Glow-Boosting Unicorn Paper Mask products he, or she, purchased or used, provided such claim
23 includes attestation to the purchase(s) or use under penalty of perjury. Reimbursements will be
24 made for \$3.00 to each Settlement Class Member who submits a valid claim. A Settlement Class
25 Member’s claim for reimbursement pursuant to this paragraph shall be considered a “Claim.” The
26 amount payable to each Settlement Class Member making a valid Claim shall be determined by the
27 Settlement Administrator. If the amount of cash available for the Settlement Fund is insufficient to
28 pay all valid Settlement Class Member Claims, individual payment amounts for Claims shall be

1 reduced on a pro-rata basis as described in paragraph 2.7 below. If the amount of cash available
2 from the Settlement Fund is more than the total cash value of valid Claims, cash payments will be
3 increased on a pro-rata basis, such that the Settlement Fund will be completely exhausted.

4 b. *Payment from Fund.* Claims will be paid, after the Claim Period Close Date
5 (as defined in paragraph 2.6) and after the Final Settlement Approval Date, whichever is later, from
6 the Settlement Fund. Claims will be paid from the amount of the Settlement Fund remaining after
7 payment of the Fee and Expense Award, Notice and Other Administrative Costs, and the Incentive
8 Award.

9 2.5 Proof of Claim. Claims for Yes To Grapefruit Vitamin C Glow-Boosting Unicorn
10 Paper Mask products purchased will be paid without submission of proof of purchase. A Claimant
11 must include information in the Claim Form – completed online or in hard copy mailed to the
12 Settlement Administrator – confirming under penalty of perjury that they purchased or used at least
13 one unit of the Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask products in the
14 United States.

15 2.6 Review of Claims. The Settlement Administrator shall be responsible for reviewing
16 all claims to determine their validity. The Settlement Administrator shall reject any claim that does
17 not comply in any material respect with the instructions on the Claim Form or the terms of
18 paragraphs 2.4 and 2.5, above, or is submitted after the close of the claim period set by the Court
19 (“Claim Period Close Date”). The Settlement Administrator shall promptly inform the Parties as
20 soon as the number of valid opt-outs equals or exceeds fifty (50) individuals (if at all).

21 2.7 Pro-Rata Distribution of Benefits. Receipt of total valid Settlement Class Member
22 Claims, determined in accordance with paragraphs 2.4 and 2.5 above, exceeding the available
23 portion of the Settlement Fund (after payment of the Fee and Expense Award, Notice and Other
24 Administrative Costs, and the Incentive Award) will reduce the cash payout for each class member
25 on a pro rata basis. Similarly, receipt of total valid Settlement Class Member Claims less than the
26 available portion of the Settlement Fund (after payment of the Fee and Expense Award, Notice and
27 Other Administrative Costs, and the Incentive Award) will increase the cash payout for each class
28 member on a pro rata basis.

1 2.8 Uncleared Checks. Those Settlement Class Members whose cash benefit checks are
2 not cleared within one hundred eighty (180) days after issuance shall be ineligible to receive a cash
3 settlement benefit and Defendant shall have no further obligation to make any payment pursuant to
4 this Stipulation or otherwise to such Settlement Class Members. All unpaid funds from uncleared
5 checks shall remain in the Settlement Fund pending further order of the Court. Class Counsel shall
6 make an application to the Court to seek approval for a proposed disposition of the unpaid funds
7 from uncleared checks.

8 2.9 Notice to Attorneys General. Not later than ten (10) days after the Motion for
9 Preliminary Approval of the Settlement is filed in court, the Settlement Administrator shall provide
10 notice of the proposed class action settlement to the appropriate state officials (i.e. each state
11 attorney general) and the Attorney General of the United States pursuant to 28 U.S.C. § 1715, and
12 the costs of such notice shall be paid from the Settlement Fund.

13 **III. CLASS COUNSEL ATTORNEYS' FEES AND EXPENSES AND CLASS**
14 **REPRESENTATIVE INCENTIVE AWARD**

15 3.1 Attorneys' Fees, Costs and Expenses. Class Counsel shall apply to the Court for
16 payment of an award of attorneys' fees, of up to one-third of the total \$750,000.00 value of the
17 Settlement Fund. Class Counsel shall also apply separately for an award of their costs and
18 expenses from the Settlement Fund. Such fees, costs and expenses, if approved by the Court, shall
19 be payable within 30 days following the District Court's fee award, which shall under no
20 circumstances occur prior to the Settlement Approval Order and Final Judgment, subject to Class
21 Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking")
22 attached hereto as Exhibit F, and providing all payment routing information and tax I.D. numbers
23 for Class Counsel. Notwithstanding the foregoing, if the final Settlement Approval Order and
24 Final Judgment or any part of it is vacated, overturned, reversed, or rendered void or unenforceable
25 as a result of an appeal, or the Stipulation is voided, rescinded, or otherwise terminated for any
26 other reason, then Class Counsel shall, within thirty (30) days, repay to Defendant the full amount
27 of the attorneys' fees and costs paid by Defendant to Class Counsel. In such event, the following
28 persons shall be jointly and severally liable for the return of such payments: (a) Bursor & Fisher,

1 P.A., (b) Milstein Jackson Fairchild & Wade, LLP, and (c) Golomb & Honik. To effectuate this
2 provision, Bursor & Fisher, P.A., Milstein Jackson Fairchild & Wade, LLP, and Golomb & Honik
3 shall, within ten (10) calendar days of the Preliminary Approval Order, execute and deliver to
4 Defendant the Undertaking in the form attached as Exhibit F.

5 3.2 Incentive Award. Class Counsel will petition the Court for approval of an Incentive
6 Award payable to the Class Representatives in an amount not to exceed \$5,000 per Plaintiff
7 (\$15,000 total). Defendant shall pay such award by wire transfer or check to Class Counsel within
8 thirty-five (35) calendar days after the Final Settlement Approval Date.

9 **IV. NOTICE TO CLASS AND ADMINISTRATION OF SETTLEMENT**

10 4.1 Class Notice. The Class Notice shall consist of the Long Form Notice and the Short
11 Form Notice. The Class Notice shall conform to all applicable requirements of the Federal Rules
12 of Civil Procedure, the United States Constitution (including the Due Process Clauses), and any
13 other applicable law, and shall otherwise be in the manner and form approved by the Court. Class
14 notice and claims administration will be provided by Heffler Claims Group with a media plan
15 designed to achieve no less than seventy-five (75) percent reach.

16 4.2 General Notice Terms. The Class Notice shall:
17 a. inform Settlement Class Members that, if they do not exclude themselves
18 from the Class, they may be eligible to receive the relief under the proposed settlement;
19 b. contain a short, plain statement of the background of the Action, the class
20 certification and the proposed settlement;
21 c. describe the proposed settlement relief outlined in this Stipulation; and
22 d. state that any relief to Settlement Class Members is contingent on the
23 Court's final approval of the proposed settlement.

24 4.3 Notice of Exclusion and Objection Rights. The Class Notice shall inform
25 Settlement Class Members of their rights to exclude themselves from the Class or object to the
26 proposed settlement, as described in paragraph 5.3 below. The Class Notice shall further inform
27 Settlement Class Members that any judgment entered in the Action, whether favorable or
28 unfavorable to the Class, shall include, and be binding on, all Settlement Class Members who have

1 not been excluded from the Class, even if they have objected to the proposed settlement and even if
2 they have any other claim, lawsuit or proceeding pending against Defendant.

3 4.4 Time and Manner of Notice. Class Notice shall be provided as set forth in the
4 Media Plan; media delivery of Class Notice shall be completed within forty-five (45) days after the
5 Preliminary Approval Date.

6 4.5. Responsibilities of Settlement Administrator. The Parties will retain Heffler Claims
7 Group to help implement the terms of the proposed Stipulation. The Settlement Administrator
8 shall be responsible for administrative tasks, including, without limitation, (a) notifying the
9 appropriate state and federal officials about the settlement, (b) arranging for distribution of Class
10 Notice (in the form approved by the Court) and Claim Forms (in a form ordered by the Court) to
11 Settlement Class Members, (c) handling inquiries from Settlement Class Members and/or
12 forwarding such written inquiries to Class Counsel and Defendant's Counsel, (d) receiving and
13 maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence
14 regarding requests for exclusion from the settlement, (e) establishing the Settlement Website that
15 posts notices, Claim Forms and other related documents, (f) receiving and processing claims and
16 distributing payments to Settlement Class Members, and (g) otherwise assisting with
17 implementation and administration of the Stipulation terms. The actual costs and expenses of the
18 Settlement Administrator, which are referred to as the Notice and Other Administrative Costs, will
19 be paid from the Settlement Fund.

20 4.6. Performance Standards of Settlement Administrator. The contract with the
21 Settlement Administrator shall obligate the Settlement Administrator to abide by the following
22 performance standards:

23 a. The Settlement Administrator shall accurately and neutrally describe, and
24 shall train and instruct its employees and agents to accurately and objectively describe, the
25 provisions of this Stipulation in communications with Settlement Class Members;

26 b. The Settlement Administrator shall, when necessary, provide prompt,
27 accurate and objective responses to inquiries from Class Counsel or their designee, Defendant
28 and/or Defendant's Counsel, and shall report no less than bi-weekly on claims, objectors,

1 exclusions, and related matters.

2 c. The Settlement Administrator shall seek clarification, instruction or
3 authorization for performance of its duties and expenditure or disposition of cash from both Class
4 Counsel and their designee and from Defendant's and/or Defendant's Counsel or their designee.

5 **V. CLASS SETTLEMENT PROCEDURES**

6 5.1 Settlement Approval. As soon as practical after the signing of this Stipulation, the
7 Class Representatives shall move for a certification of a nationwide class for settlement purposes
8 only and Preliminary Approval Order, conditionally certifying the nationwide Settlement Class,
9 preliminarily approving the terms and conditions of this Stipulation as fair, reasonable, and
10 adequate, and in the best interests of the Settlement Class Members, approving notice to the
11 Settlement Class Members as described in Section IV above, and setting a hearing to consider final
12 approval of the Settlement and any objections thereto.

13 5.2 Settlement Approval Order and Final Judgment. At or before the final approval
14 hearing, the Class Representatives shall move for entry of a Settlement Approval Order and Final
15 Judgment substantially in the form as that attached hereto and made a part hereof as Exhibit D,
16 granting final approval of this Settlement and holding this Stipulation to be fair, reasonable, and
17 adequate, and in the best interests of the Settlement Class Members, and binding (as of the Final
18 Settlement Approval Date) on all Settlement Class Members who have not excluded themselves as
19 provided below, and ordering that the Settlement relief be provided as set forth in this Stipulation,
20 ordering the releases as set forth in Section VI below to be effective on the Final Settlement
21 Approval Date, and entering judgment in the Action.

22 5.3 Exclusions and Objections. The Class Notice shall advise all Settlement Class
23 Members of their right: (a) to be excluded from the Settlement, or (b) to object to the Settlement.
24 If, within such time as is ordered by the Court and contained in the Class Notice, any Settlement
25 Class Member wishes to be excluded from the Settlement, he or she must do so by timely mailing a
26 valid opt-out notice, as described in the Class Notice. Any Settlement Class Member who timely
27 elects to opt out of the Settlement shall not be permitted to object to the Settlement. Persons falling
28 within the definition of the Settlement Class who validly and timely request exclusion from the

1 Settlement effected by this Stipulation, pursuant to the procedures set forth in this paragraph, shall
2 not be Settlement Class Members, shall not be bound by this Stipulation and shall not be eligible to
3 make a claim for any benefit under the terms of this Stipulation.

4 5.4 At least seven (7) calendar days prior to the final approval hearing, Class Counsel
5 shall prepare or cause the Settlement Administrator to prepare a list of the persons who have
6 excluded themselves in a valid and timely manner from the Settlement Class (the “Opt-Outs”), and
7 Class Counsel shall file that list with the Court. If, within such time as is ordered by the Court and
8 contained in the Class Notice, any Settlement Class Member wishes to object to the Settlement
9 and/or to be heard, he or she must, on or before the deadlines established by the Court, submit to
10 the Settlement Administrator a written notice of objection and/or request to be heard. Such
11 communication shall state the name and address of the Settlement Class Member, shall include
12 information sufficient to demonstrate membership in the Settlement Class, shall state the grounds
13 for each objection asserted, and shall state whether the Settlement Class Member intends to appear
14 at the final approval hearing.

15 5.5 Defendant’s Option to Terminate Settlement. Defendant may elect, in its sole
16 discretion, to rescind and/or void this Stipulation *ab initio* if: (1) the number of individuals opting
17 out from the Class or from the Settlement of this Action is equal or greater than 175; (2) two or
18 more Settlement Class Members object to the Settlement seeking in the aggregate, more than
19 \$50,000 and the objections are sustained by the trial court. Defendant must exercise this right in
20 writing to Class Counsel within fifteen (15) calendar days after: (1) the Settlement Administrator
21 notifies the Parties of the total number of opt-out requests; or (2) the date the trial court rules on the
22 objections for objectors. Defendant’s option to rescind shall have the same effect as nonapproval
23 under paragraph 5.7. The Parties and/or their respective counsel shall not encourage objections
24 and/or opt-outs.

25 5.6 Stay of the Action. The Parties shall request that the Court, in connection with
26 Preliminary Approval, issue an immediate stay of the Action.

27 5.7 Effect If Settlement Not Approved. This Stipulation is being entered into only for
28 purposes of settlement, subject to and without waiver of the Parties’ respective rights. If the Court

1 does not enter the order granting Preliminary Approval or does not grant final approval, or if the
2 Final Settlement Approval Date does not occur, Class Counsel and Defendant's Counsel shall
3 endeavor, consistent with the Stipulation, to cure any defect identified by the Court; provided,
4 however, that the parties hereto shall not be obligated to accept such cure if it increases the cost or
5 burden of the Stipulation to Plaintiffs, Defendant, or any of the other Released Persons or reduces
6 or otherwise affects the scope of the releases provided by this Stipulation. In the event that the
7 Stipulation is terminated for any reason, final approval does not occur for any reason, or the Final
8 Settlement Approval Date does not occur, then no term or condition of the Stipulation, or any draft
9 thereof, or any discussion, negotiation, documentation, or other part or aspect of the Parties'
10 settlement discussions shall have any effect, nor shall any such matter be admissible in evidence
11 for any purpose in the Action, or in any other proceeding, and the Parties shall be restored to their
12 respective positions immediately preceding execution of this Stipulation. If the final Settlement
13 Approval Order and Final Judgment or any part of it is vacated, overturned, reversed, or rendered
14 void as a result of an appeal, or the Stipulation is voided, rescinded, or otherwise terminated for
15 any other reason, then within thirty (30) days, Class Counsel shall return to Defendant all
16 attorneys' fees, costs, and other payments received by Class Counsel under the Stipulation, as set
17 forth in paragraph 3.1 above. The Parties agree that all drafts, discussions, negotiations,
18 documentation, or other information prepared in relation to the Stipulation and the Parties'
19 settlement discussions shall be treated as strictly confidential and may not be disclosed to any
20 person other than the Parties' counsel, and only for purposes of the settlement of this Action.

21 5.8 Termination. The Stipulation shall have no effect unless and until this Stipulation is
22 fully executed by all Parties.

23 **VI. RELEASES**

24 6.1 Release by Settlement Class Members. Effective as of the Final Settlement
25 Approval Date, each and all of the Settlement Class Members (except any such person who has
26 filed a proper and timely request for exclusion; and any person or entity that purchased the Yes To
27 Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask for purposes of resale and not for
28

1 his/her/its own consumption (i.e., “Resellers”)) shall be deemed to have, and by operation of law
2 shall have, fully, finally and forever released, relinquished, and discharged, and shall be forever
3 barred from asserting, instituting, or maintaining against any or all of the Released Persons, any
4 and all claims, demands, actions, causes of action, lawsuits, arbitrations, damages, or liabilities
5 whether legal, equitable, or otherwise, relating in any way to the claims asserted or the factual or
6 legal allegations made in the Action, including without limitation the purchase or use of the Yes To
7 Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask at any time (collectively, the “Claims”).
8 With respect to the Claims released pursuant to this paragraph, each Settlement Class Member
9 shall be deemed to have waived, relinquished and released all claims that have or could have been
10 asserted in the action consistent with the broadest scope of release permitted under *Hesse v. Sprint*
11 *Corp.*, 598 F. 3d 581, 590 (9th Cir. 2010). This release shall be interpreted to the fullest extent
12 permitted by law, and each Settlement Class Member shall be deemed to have waived any and all
13 provisions, rights and benefits conferred by California Civil Code section 1542 (and equivalent,
14 comparable, or analogous provisions of the laws of the United States of America or any state or
15 territory thereof, or of the common law or civil law). Section 1542 provides that:

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

23 Thus, as of the Final Settlement Approval Date, each Settlement Class Member shall be deemed to
24 have expressly waived and fully, finally, and forever settled and released any known or unknown,
25 suspected or unsuspected, contingent or noncontingent claim with respect to the Claims, whether or
26 not concealed or hidden, without regard to subsequent discovery of existence of different or
27 additional facts. Each and every term of this paragraph shall inure to the benefit of each and all of
28 the Released Persons, and each and all of their respective successors and personal representatives,
which persons and entities are intended to be beneficiaries of this paragraph. For avoidance of

1 doubt, this Release of Claims does not release any claims of Resellers of the Yes To Grapefruit
2 Vitamin C Glow-Boosting Unicorn Paper Mask.

3 6.2 Effectuation of Settlement. None of the above releases affects the Parties' rights or
4 claims to enforce the terms of the Stipulation.

5 6.3 No Admission of Liability. This Stipulation reflects, among other things, the
6 compromise and settlement of disputed claims among the Parties, and neither this Stipulation nor
7 the releases given herein, nor any consideration therefor, nor any actions taken to carry out this
8 Stipulation, are intended to be, nor may they be deemed or construed to be, an admission or
9 concession of any fact, liability, or the validity of any claim, defense, or of any point of fact or law
10 on the part of any party. Defendant denies the material allegations of all the complaints filed in
11 this Action. Neither this Stipulation, nor the fact of settlement, nor the settlement proceedings, nor
12 the settlement negotiations, nor any related document, shall be used as an admission of any fault or
13 omission by any or all of the Released Persons, or be offered or received in evidence as an
14 admission, concession, presumption or inference of any wrongdoing or liability by any or all of the
15 Released Persons in any civil, criminal, administrative or other proceeding in any court, agency or
16 tribunal, other than such proceedings as may be necessary to consummate, interpret or enforce this
17 Stipulation.

18 VII. CERTIFICATION OF SETTLEMENT CLASS

19 7.1 The Parties agree, for settlement purposes only and solely pursuant to the terms of
20 this Stipulation, that this Action shall, subject to Court approval, conditionally be certified and
21 proceed as a nationwide class action under Federal Rule of Civil Procedure 23(b)(3) for settlement
22 purposes only, with a class consisting of all Settlement Class Members, and with Imani Whitfield,
23 Shawanna McCoy, and Josey Parsons Aughtman as Class Representatives and with Class Counsel
24 as counsel for the Settlement Class Members.

25 7.2 Any certification of a conditional, preliminary or final settlement class pursuant to
26 the terms of this Settlement shall not constitute, and shall not be construed as, an admission on the
27 part of Defendant that this Action, or any other proposed or certified class action, is appropriate for
28 nationwide class treatment pursuant to Federal Rule of Civil Procedure or any similar state or

1 federal class action statute or rule. Neither the fact of this settlement nor this Stipulation shall be
2 used in connection with efforts in any proceeding to seek nationwide or any other certification of
3 any claims asserted against Defendant.

4 7.3 In the event the Court does not approve the settlement and Stipulation, then this
5 conditional certification is null and void, shall have no force or effect, and shall not be used or
6 referred to for any purposes whatsoever in the Action or in any other case or controversy. In such
7 an event, this Stipulation and all negotiations and proceedings related thereto shall be deemed to be
8 without prejudice to the right of the Parties, who shall be restored to their respective positions as of
9 the date of this Stipulation, and Defendant shall not be deemed to have waived any opposition or
10 defenses it has to any aspect of the claims asserted in the Action or to whether those claims or the
11 Action may properly be maintained as a class action.

12 **VIII. MISCELLANEOUS PROVISIONS**

13 8.1 Change of Time Periods. The time periods and/or dates described in this Stipulation
14 with respect to the giving of notices and hearings are subject to approval and change by the Court or
15 by the written agreement of Class Counsel and Defendant's Counsel, without notice to Settlement
16 Class Members. The Parties reserve the right, by agreement and subject to the Court's approval, to
17 grant any reasonable extension of time that might be needed to carry out any of the provisions of
18 this Stipulation.

19 8.2 Time for Compliance. If the date for performance of any act required by or under
20 this Stipulation falls on a Saturday, Sunday, or court holiday, that act may be performed on the next
21 business day with the same effect as if it had been performed on the day or within the period of time
22 specified by or under this Stipulation.

23 8.3 Governing Law. This Stipulation is intended to and shall be governed by the laws of
24 the State of California without giving effect to principles of conflicts of laws.

25 8.4 Entire Agreement. The terms and conditions set forth in this Stipulation constitute
26 the complete and exclusive statement of the agreement between the Parties relating to the subject
27 matter of this Stipulation, superseding all previous negotiations and understandings, and may not be
28 contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend

1 that this Stipulation constitutes the complete and exclusive statement of its terms as between the
2 Parties, and that no extrinsic evidence whatsoever may be introduced in any agency or judicial
3 proceeding, if any, involving this Stipulation. Any modification of the Stipulation must be in
4 writing signed by Class Counsel and Defendant.

5 8.5 Advice of Counsel. The determination of the terms and the drafting of this
6 Stipulation have been by mutual agreement after negotiation, with consideration by and
7 participation of all Parties and their respective counsel. The presumption found in California Civil
8 Code section 1654 (and equivalent, comparable, or analogous provisions of the laws of the United
9 States of America or any state or territory thereof, or of the common law or civil law) that
10 uncertainties in a contract are interpreted against the party causing an uncertainty to exist is waived
11 by all Parties.

12 8.6 Binding Agreement. This Stipulation shall be binding upon and inure to the benefit
13 of the respective heirs, successors, and assigns of the Parties, the Settlement Class Members and the
14 other Released Persons.

15 8.7 No Waiver. The waiver by any Party of any provision or breach of this Stipulation
16 shall not be deemed a waiver of any other provision or breach of this Stipulation.

17 8.8 Execution in Counterparts. This Stipulation shall become effective upon its
18 execution by all of the undersigned. The Parties may execute this Stipulation in counterparts, and
19 execution of counterparts shall have the same force and effect as if all Parties had signed the same
20 instrument. The Parties further agree that signatures provided by portable document format (PDF)
21 or other electronic transmission shall have the same force and effect as original signatures.

22 8.9 Enforcement of this Stipulation. The Court shall retain jurisdiction, and shall have
23 exclusive jurisdiction, to enforce, interpret, and implement this Stipulation, and the terms of any
24 order entered pursuant to this Stipulation.

25 8.10 Best Efforts. The Parties and their undersigned counsel agree to undertake their best
26 efforts and mutually cooperate to promptly effectuate this Stipulation and the terms of the
27 settlement set forth herein, including taking all steps and efforts contemplated by this Stipulation
28 and any other steps and efforts which may become necessary by order of the Court or otherwise.

1 8.11 Notices. All notices to the Parties or counsel required by this Stipulation shall be
2 made in writing and communicated by email and mail to the following address:

3 If to Class Representative, Settlement Class Members, or Class Counsel:

4 L. Timothy Fisher
5 Bursor & Fisher, P.A.
6 1990 North California Blvd., Suite 940
7 Walnut Creek, CA 94596
8 Telephone: (925) 300-4455
9 E-Mail: ltfisher@bursor.com

8 If to Defendant or Defendant’s Counsel:

9 Jeffrey Goldman
10 Troutman Pepper Hamilton Sanders, LLP
11 Two California Plaza
12 350 South Grand Avenue, Suite 3400
13 Los Angeles, CA 90071
14 Telephone: (213) 928-9800
15 E-Mail: jeffrey.goldman@troutman.com

13 IN WITNESS HEREOF the undersigned, being duly authorized and intending to be legally
14 bound hereby, have caused this Stipulation to be executed on the dates shown below and agree that it
15 shall take effect on the date it is executed by all of the undersigned.

16 **APPROVED AND AGREED:**

17 DATED: 1/8/2021

Imani Whitfield

Plaintiff Imani Whitfield

18
19 DATED: _____

Plaintiff Shawanna McCoy

20
21 DATED: _____

Plaintiff Josey Parsons Aughtman

22
23 DATED: _____

Yes To, Inc.

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2 made in writing and communicated by email and mail to the following address:

3 If to Class Representative, Settlement Class Members, or Class Counsel:

4 L. Timothy Fisher
5 Bursor & Fisher, P.A.
6 1990 North California Blvd., Suite 940
7 Walnut Creek, CA 94596
8 Telephone: (925) 300-4455
9 E-Mail: ltfisher@bursor.com

10 If to Defendant or Defendant’s Counsel:

11 Jeffrey Goldman
12 Troutman Pepper Hamilton Sanders, LLP
13 Two California Plaza
14 350 South Grand Avenue, Suite 3400
15 Los Angeles, CA 90071
16 Telephone: (213) 928-9800
17 E-Mail: jeffrey.goldman@troutman.com

18 IN WITNESS HEREOF the undersigned, being duly authorized and intending to be legally
19 bound hereby, have caused this Stipulation to be executed on the dates shown below and agree that it
20 shall take effect on the date it is executed by all of the undersigned.

21 **APPROVED AND AGREED:**

22 DATED: _____
23 _____
24 Plaintiff Imani Whitfield

25 DATED: _____
26 _____
27 Plaintiff Shawanna McCoy

28 DATED: 1/8/2021

Plaintiff Josey Parsons Aughtman

Yes To, Inc.

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4 L. Timothy Fisher
5 Bursor & Fisher, P.A.
6 1990 North California Blvd., Suite 940
7 Walnut Creek, CA 94596
8 Telephone: (925) 300-4455
9 E-Mail: ltfisher@bursor.com

8 If to Defendant or Defendant's Counsel:

9 Jeffrey Goldman
10 Troutman Pepper Hamilton Sanders, LLP
11 Two California Plaza
12 350 South Grand Avenue, Suite 3400
13 Los Angeles, CA 90071
14 Telephone: (213) 928-9800
15 E-Mail: jeffrey.goldman@troutman.com

13 IN WITNESS HEREOF the undersigned, being duly authorized and intending to be legally
14 bound hereby, have caused this Stipulation to be executed on the dates shown below and agree that it
15 shall take effect on the date it is executed by all of the undersigned.

16 **APPROVED AND AGREED:**

17 DATED: _____
18 Plaintiff Imani Whitfield

19 DATED: _____
20 Plaintiff Shawanna McCoy

21 DATED: _____
22 Plaintiff Josey Parsons Aughtman

23 DATED: 1/20/21
24 
25 Yes To, Inc.
26
27
28

EXHIBIT A

**Yes To Unicorn Mask
CLAIM FORM**

You can also submit a claim online at www.#####.com.

Use this Claim Form to claim refunds of a portion of the purchase price of one or Yes To Vitamin C Grapefruit Glow-Boosting Unicorn Paper Mask that you purchased or used. Your **Claim Form must be postmarked or submitted online by [month day, 2021]**. If mailing please return this form to:

Yes To Mask Claims Administrator
[Address]
[City, State, Zip Code]

CLASS MEMBER INFORMATION

NAME: _____

TELEPHONE OR EMAIL: _____

ADDRESS:

CITY: _____

STATE: _____

ZIP CODE: _____

PURCHASE INFORMATION

Complete the information below for all of the Yes To Vitamin C Grapefruit Glow-Boosting Unicorn Paper Masks you purchased or used in the United States for which you are submitting a claim.

I purchased or used _____ Yes To Vitamin C Grapefruit Glow-Boosting Unicorn Paper Masks in the United States.

AFFIRMATION

I understand that the decision of the Claim Administrator is final and binding on me and on Defendant.
The information on this claim form is true and correct to the best of my knowledge and belief.

SIGNATURE: _____

DATE: _____

CLAIM FORMS MUST BE RETURNED BY [MONTH DAY, 2021].
QUESTIONS? VISIT WWW.XXXXX.COM OR CALL 1-800-XXX-XXXX.

EXHIBIT B

United States District Court for the Central District of California

If You Purchased or Used a Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask, You Could Receive a Cash Payment as Part of a Proposed Class Action Settlement

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A Proposed Settlement has been reached in a class action lawsuit. Purchasers and users of Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Masks (the “Masks”) have sued their manufacturer, Yes To, Inc. (“Defendant”), alleging that that the Masks cause irritation, redness, and a burning sensation.
- The Proposed Settlement creates a \$750,000 settlement fund from which to pay Class Member claims and other costs and expenses related to the litigation and settlement as detailed below.
- You are a Class Member if you purchased or used the Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask in the United States at any time.
- If you are eligible to participate in this Proposed Settlement because you purchased or used one or more of the Masks in the United States, you can submit a claim for a cash payment from the Settlement Fund.

**Please read this Notice carefully and in its entirety.
Your rights may be affected by the Proposed Settlement of this Lawsuit,
and you have a choice to make now about how to act:**

YOUR LEGAL RIGHTS AND OPTIONS	
WHAT IS THIS?	A Proposed Settlement has been reached in a class action lawsuit. The lawsuit alleges that Defendant’s Masks cause irritation, redness, and a burning sensation in violation of state laws.
SUBMIT A CLAIM FORM POSTMARKED BY [DATE]	This is the only way to receive the Settlement Benefit of a cash payment. By submitting a claim, you will give up any rights to sue Defendant separately about the same facts or legal claims in this lawsuit. Claim Forms are available at www.YesToClassAction.com .
EXCLUDE YOURSELF FROM THE CLASS BY [DATE]	If you opt out of the Proposed Settlement, you will not be eligible to receive the Settlement Benefit, but you will keep your right to sue Defendant about the same facts or legal claims in this lawsuit. Requests for exclusion must be postmarked by [date] and mailed to [address].

Questions? [Visit www.YesToClassAction.com](http://www.YesToClassAction.com)

<p>OBJECT OR COMMENT BY [DATE]</p>	<p>You may write to the Court about why you do, or do not, like the Proposed Settlement. You must remain in the class to comment in support of or in opposition to the Proposed Settlement. Objections and comments must be filed with the Court and served on the Parties by [date].</p>
<p>APPEAR IN THE LAWSUIT OR ATTEND A HEARING ON [DATE]</p>	<p>You may ask to speak in Court about the fairness of the Proposed Settlement. Written notice of your intent to appear in the Lawsuit must be filed with the Court and served on the Parties by [date]. You may enter your appearance in Court through an attorney at your own expense if you so desire.</p>
<p>DO NOTHING</p>	<p>If you do nothing, you will receive no Settlement Benefit. You also give up your right to sue Defendant on your own regarding any claims that are part of the Proposed Settlement.</p>

- These rights and options, **and the deadlines to exercise them**, are further explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Proposed Settlement. The Settlement Benefit will be made available if the Court approves the Proposed Settlement and after any appeals are resolved.
- If you have any questions, please read on and visit www.YesToClassAction.com.

BASIC INFORMATION

1. Why did I get this notice?

If you purchased or used one or more of the Masks in the United States as described on page 1 of this Notice, you have a right to know about a proposed settlement or a class action lawsuit and your options. If the Court approves the Proposed Settlement, and after objections and appeals are resolved, an administrator approved by the Court will oversee the distribution of the Settlement Benefits that the Proposed Settlement allows. You will be informed of the progress of the Proposed Settlement.

This Notice explains the lawsuit, the Proposed Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Court in charge of the case is the United States District Court for the Central District of California, and the case is known as *Whitfield v. Yes To, Inc.*, Case No. 2:20-cv-00763-AB-AS. The people who sued are called the Plaintiffs, and the company they sued, Yes To, Inc., is called the Defendant.

2. What is this lawsuit about?

This lawsuit is about whether Defendant's masks cause irritation, redness, and a burning sensation in violation of state laws. You can read Plaintiffs' First Consolidated Class Action Complaint

Questions? Visit www.YesToClassAction.com

<link> at www.YesToClassAction.com.

Defendant denies any wrongdoing and denies the Plaintiffs' allegations. You can read Defendant's answer <link> at www.YesToClassAction.com.

The Court has not made any ruling on Defendant's liability, if any.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" (in this case, Plaintiffs Imani Whitfield, Shawanna Mccoy, and Josey Parsons Aughtman) sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The named plaintiffs who sued – and all the Class Members like them – are called the Plaintiffs. The company they sued (in this case, Defendant Yes To, Inc.) is called the Defendant. One court resolves the issues for everyone in the Class – except for those people who choose to exclude themselves from the Class.

4. Why is there a Proposed Settlement?

The Court has not decided in favor of either side in the case. Defendant denies all allegations of wrongdoing or liability against them, and contend that its conduct was lawful. Defendant is settling to avoid the expense, inconvenience, and inherent risk of litigation, as well as the related disruption of its business operations. Plaintiffs and their attorneys assert that the Proposed Settlement is in the best interests of the Class, because it provides an appropriate recovery now while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals.

Who is in the Proposed Settlement?

To see if you will be entitled to the Settlement Benefit from this Proposed Settlement, you first have to decide if you are a Class Member.

5. How do I know if I am part of the Proposed Settlement?

You are a Class Member if you purchased or used the Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask product (the "Product") in the United States at any time.

THE PROPOSED SETTLEMENT BENEFITS

6. What does the Proposed Settlement provide if I submit a claim?

The settlement provides that Defendant will pay \$750,000 in cash into a settlement fund (the "Settlement Fund"). The Settlement Fund will be used to (i) pay notice and claims administration costs, (ii) attorneys' fees, (iii) litigation costs and expenses, (iv) an incentive award to the Class Representatives, and (v) pay cash to Class Members. Class Counsel estimates that after these costs and expenses are accounted for, approximately \$1 thousand will be available to pay claims ("available portion of the Settlement Fund").

Each class member may submit a claim, either electronically through a settlement website or by mail, for each of the Products purchased or used during the class period. You will recover cash based on the average retail price of the Product, which is \$3 for each Product. Claims for Products purchased or used during the class period will be paid without requiring proof of

Questions? Visit www.YesToClassAction.com

purchase.

Your recovery, and the recovery of every other claimant, will be proportionally adjusted to account for the available portion of the Settlement Fund. Depending on the total dollar amount of all valid claims, this adjustment may increase or decrease your recovery. For instance, if the total dollar amount of all valid claims is less than the available portion of the Settlement Fund, then claimant recoveries will be proportionally increased. Similarly, if the total dollar amount of all valid claims is more than the available portion of the Settlement Fund, then claimant recoveries will be proportionally decreased.

All payments to Settlement Class Members who submit Valid Claims will be made within forty-five (45) days after the Settlement Approval Order and Final Judgment becomes final (“Final Settlement Approval Date”). All Settlement Class Members who do not opt out of the Proposed Settlement and who submit a Valid Claim shall receive a cash award as set forth above.

In addition, the Settlement Fund will be used for the following: (1) notice to the Class and administration costs related to the settlement; (2) an incentive award not to exceed \$5,000 to each Plaintiff (\$15,000 total), subject to court approval, and (3) Plaintiffs’ attorneys’ fees, costs and expenses, subject to court approval.

HOW YOU GET A CASH PAYMENT — SUBMITTING A CLAIM FORM

7. How can I get a cash payment from the Proposed Settlement?

Class Members who wish to receive a payment must submit claims.

To submit a claim, you must complete a Claim Form.

You can get a Claim Form on the Internet at www.YesToClassAction.com. Read the instructions carefully, and submit it online on or before [_____, 20__].

Alternatively, you may also submit your Claim Form by mailing it to the following address: [Yes To Class Action Administrator](#), P.O. Box _____, _____, _____. It must be postmarked no later than [_____, 20__].

You can also request that a claim form be sent to you by email or mail. Call toll-free 1-____-____-_____.

TO BE VALID, ALL CLAIMS MUST BE POSTMARKED OR SUBMITTED NO LATER THAN [_____, 20__].

YOUR RIGHTS AND CHOICES – EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you do not want to receive the Settlement Benefits from this Proposed Settlement, but you want to keep the right to sue Defendant, on your own, about the subject matter of this lawsuit, then you must take steps to get out of the Proposed Settlement. This is called excluding yourself – or is sometimes referred to as opting out of the Class.

8. How do I get out or exclude myself from the Proposed Settlement?

To exclude yourself from the Proposed Settlement, which is sometimes call “opting-out” of the Class, you must send a letter by mail saying that you want to be excluded from this lawsuit.

To exclude yourself from the Class, you must postmark a written Request for Exclusion to **Yes To Class Action Administrator**, P.O. Box [REDACTED], [REDACTED], [REDACTED]. The written Request for Exclusion must be postmarked no later than [REDACTED], 20 [REDACTED].

Your written Request for Exclusion must contain: (1) the name of this lawsuit, *Whitfield v. Yes To, Inc.*, Case No. 2:20-cv-00763-AB-AS; (2) your full name and current address; (3) a clear statement of intention to exclude yourself such as “I wish to be excluded from the Class”; and (4) your signature.

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any Settlement Benefit, and you cannot object to the Proposed Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Defendant in the future.

9. If I don’t exclude myself, can I sue Defendant for the same things later?

No. If you do not properly and timely submit a written Request for Exclusion, you waive your right to opt out and will be deemed to be a member of the Class. Unless you exclude yourself, you give up the right to sue Defendant for the facts and claims that this Proposed Settlement resolves, and you will be bound by the terms of this Proposed Settlement. If you have a pending lawsuit against Defendant, other than this class action, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, any exclusion request must be signed, mailed, and postmarked by [REDACTED], 20 [REDACTED].

10. If I exclude myself, can I get the Settlement Benefits from this Proposed Settlement?

No. If you exclude yourself, do not send in a claim form to ask for any money. But, you may sue, continue to sue, or be part of a different lawsuit against Defendant.

YOUR RIGHTS AND CHOICES – OBJECTING TO THE PROPOSED SETTLEMENT

You can tell the Court that you do not agree with the Proposed Settlement or some part of it.

11. How do I tell the Court that I don’t like the Proposed Settlement?

If you are a Class Member, you can object to the Proposed Settlement if you do not like any part of it, including the proposed plan to reimburse Class Members, Class Counsel’s fee award, or the Class Representative incentive award. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must send a letter that contains the following:

- Your name, current address and telephone number, or your lawyer’s name, address and telephone number if you are objecting through counsel;

Questions? Visit www.YesToClassAction.com

- The name of the lawsuit, *Whitfield v. Yes To, Inc.*, Case No. 2:20-cv-00763-AB-AS;
- A statement of your objections and the reasons for each objection you make, including the facts supporting your objection and the legal grounds on which your objection is based;
- A list of any documents you may give the Court to support your objection, if any;
- A list of legal authorities you want the Court to consider;
- The names and addresses of any witness you want to call to testify, and a summary of the witnesses' expected testimony;
- If you (or your lawyer) want to appear and speak at the Fairness Hearing, a statement that you wish to appear and speak;
- Documents sufficient to establish your membership in the Settlement Class, such as verification under oath as to the date and location of your purchase of a Settlement Class Product, or a Proof of Purchase; **and**
- Your signature (or your lawyer's signature).

To object, you must file a written objection with the Clerk of the Court for the Central District of California **no later than** [redacted], 20 [redacted]. The Clerk of the Court is located at:

Clerk of Court
U.S. District Court
Central District of California
First Street U.S. Courthouse
350 W 1st Street, Suite 4311
Los Angeles, CA 90012-4565

You must also send copies of your objection along with any supporting documents **that is received no later than** [redacted], 20 [redacted] to the following two addresses:

Counsel for the Class:
L. Timothy Fisher
Bursor & Fisher, P.A.
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Telephone: (925) 300-4455
E-Mail: ltfisher@bursor.com

Counsel for Defendant:
Jeffrey Goldman
Troutman Pepper Hamilton Sanders, LLP
Two California Plaza
350 South Grand Avenue, Suite 3400
Los Angeles, CA 90071
Telephone: (213) 928-9800
E-Mail: jeffrey.goldman@troutman.com

If you object through a lawyer, you will have to pay for the lawyer yourself. Importantly, only Class Members who submit timely, written objections may voice their objections at the hearing.

12. What's the difference between objecting and excluding?

Objecting is simply telling the Court you do not like something about the Proposed Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

YOUR RIGHTS AND CHOICES – APPEARING IN THE LAWSUIT

13. Can I appear or speak in this lawsuit and Proposed Settlement?

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Proposed Settlement. This is called making an appearance. You can also have your own lawyer appear in court and speak for you, but you will have to pay for the lawyer yourself.

14. How can I appear in this lawsuit?

If you want yourself or your own lawyer (instead of Class Counsel) to participate or speak for you in this lawsuit, you must include in your written objection that you plan to attend and/or speak at the Fairness Hearing.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing, you will get no Settlement Benefit from this Proposed Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the subject matter of this lawsuit, ever again.

THE LAWYERS REPRESENTING YOU

16. How and when will the Court decide who is right?

The Court has appointed Bursor & Fisher, P.A., Golomb & Honik, and Milstein Jackson Fairchild & Wade LLP as legal counsel for the Class. Counsel for the Class are frequently referred to as “Class Counsel.” You will not be charged for these lawyers.

17. How will the lawyers be paid?

From the inception of the litigation in January 2020 to the date of the Proposed Settlement, Class Counsel has not received any payment for their services in prosecuting the case or obtaining settlement, nor have they been reimbursed for any out-of-pocket expenses they have incurred. When they ask the Court to approve the Proposed Settlement, Class Counsel will also make a motion to the Court for an award of attorneys’ fees in a total amount not to exceed one-third of the Settlement Fund. Separately, Class Counsel will also seek payment from the Settlement Fund for their costs and expenses incurred during the course of the litigation. No matter what the Court decides with regard to the requested attorneys’ fees, costs and expenses, Class Members will never have to pay anything toward the fees or expenses of Class Counsel. Class

Counsel will seek final approval of the Proposed Settlement on behalf of all Class Members. You may hire your own lawyer to represent you in this case if you wish, but it will be at your own expense.

THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Proposed Settlement. You may attend and you may ask to speak, but you do not have to attend or speak.

18. When and where will the Court decide whether to approve the Proposed Settlement?

The United States District Court for the Central District of California (the "Court") will hold a hearing (the "Fairness hearing") at First Street U.S. Courthouse located at 350 W 1st Street, Suite 4311, Los Angeles, CA 90012-4565 on [REDACTED], 20 [REDACTED] to decide whether the settlement is fair, reasonable, and adequate and to determine the amount of attorneys' fees, costs and expenses, and incentive fee awards. If there are objections, the Court will consider them. The Court may also discuss Class Counsel's request for an award of attorneys' fees and reimbursement of costs. After the hearing, the Court will decide whether to approve the settlement and whether to grant Class Counsel's request for attorneys' fees and expenses. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel is working on your behalf and will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

FINAL SETTLEMENT APPROVAL

20. What is the effect of final settlement approval?

If the Court grants final approval of the Proposed Settlement, all members of the Class will release and forever discharge any and all claims or causes of action that have been, might have been, are now, or could have been brought relating to the transactions, actions, conduct and events that are the subject of this action or settlement, arising from or related to the allegations in the complaint filed in the Action or Defendant's marketing, advertising, selling, promoting or distributing of the Masks.

If the Proposed Settlement is not approved, the case will proceed as if no settlement had been attempted. If the Proposed Settlement is not approved and litigation resumes, then there can be no assurance that the Class will recover anything.

GETTING MORE INFORMATION

21. Are there more details about the Proposed Settlement?

Questions? Visit www.YesToClassAction.com

This Notice is only intended to provide a summary of the Proposed Settlement. You may obtain the complete text of the settlement at www.YesToClassAction.com, by writing to the Claims Administrator (at the address listed above), or from the court file, which is available for your inspection during regular business hours at the Office of the Clerk of the United States District Court for the Central District of California, First Street U.S. Courthouse located at 350 W 1st Street, Suite 4311, Los Angeles, CA 90012-4565.

Visit the website, at www.YesToClassAction.com, where you will find the Plaintiffs' Complaint, Defendant's Answer, the Settlement Agreement and other documents related to the settlement and a Claim Form. You may also contact Class Counsel by email at info@bursor.com, or by writing to **Yes To Class Action Administrator**, P.O. Box [REDACTED], [REDACTED], [REDACTED].

PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR ADVICE.

DATED: [REDACTED], 2021

**BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE CENTRAL
DISTRICT OF CALIFORNIA**

EXHIBIT C

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IMANI WHITFIELD, SHAWANNA McCOY,
and JOSEY PARSONS AUGHTMAN, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

YES TO, INC.,

Defendant.

Case No. 2:20-cv-00763-AB-AS

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

1 WHEREAS, Plaintiffs¹ in the action entitled *Whitfield.*, filed on January 24,
2 2020, in the U.S. District Court for the Central District of California and assigned
3 Case No. 2:20-cv-00763-AB-AS and Defendant have entered into a Stipulation of
4 Settlement, filed [REDACTED], after arms-length settlement discussions;

5 AND, WHEREAS, the Court has received and considered the Stipulation,
6 including the accompanying exhibits;

7 AND, WHEREAS, the Parties have made an application for an order
8 preliminarily approving the settlement of this action, and for its dismissal with
9 prejudice upon the terms and conditions set forth in the Stipulation;

10 AND, WHEREAS, the Court has reviewed the Parties’ application for such
11 order, and has found good cause for same.

12 NOW, THEREFORE, IT IS HEREBY ORDERED:

13 **A. The Settlement Class Is Conditionally Certified**

14 1. Pursuant to Federal Rule of Civil Procedure 23, and for settlement
15 purposes only, the Court hereby certifies the following Class:

16 All persons in the United States who purchased or used the Yes To
17 Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask. Excluded
18 from this definition are the Released Persons, any person or entity that
19 purchased the Yes To Grapefruit Vitamin C Glow-Boosting Unicorn
20 Paper Mask for purposes of resale and not for his/her/its own
21 consumption (i.e., “Resellers”), and any judicial officer assigned to this
22 case.

23 2. With respect to the Class and for settlement purposes only, the Court
24 preliminarily finds the prerequisites for a class action under Federal Rules of Civil
25 Procedure 23(a) and (b)(3) have been met, including: (a) numerosity; (b)
26 commonality; (c) typicality; (d) adequacy of the class representatives and Class
27

28 ¹ All capitalized terms herein shall have the same meanings as set forth in the
Stipulation unless otherwise specifically defined.

1 Counsel; (e) predominance of common questions of fact and law among the Class
2 for purposes of settlement; and (f) superiority.

3 3. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby
4 appoints the Plaintiffs in this action (Imani Whitfield, Shawanna McCoy, and Josey
5 Parsons Aughtman) as the Class Representatives.

6 4. Having considered the factors set forth in Federal Rule of Civil
7 Procedure 23(g)(1), the Court hereby appoints the law firms of Bursor & Fisher, P.A.,
8 Golomb & Honik, P.C., and Milstein Jackson Fairchild & Wade, LLP as Class
9 Counsel.

10 **B. The Stipulation Is Preliminarily Approved and Final Approval**
11 **Schedule Set**

12 5. The Court hereby preliminarily approves the Stipulation and the terms
13 and conditions of settlement set forth therein, subject to further consideration at the
14 Final Approval Hearing described below.

15 6. The Court has conducted a preliminary assessment of the fairness,
16 reasonableness, and adequacy of the Stipulation, and hereby finds that the settlement
17 falls within the range of reasonableness meriting possible final approval. The Court
18 therefore preliminarily approves the proposed settlement as set forth in the
19 Stipulation.

20 7. Pursuant to Federal Rule of Civil Procedure 23(e), the Court will hold a
21 Final Approval Hearing on _____, 2021 at __ a.m./p.m., in the
22 Courtroom of the Honorable André Birotte, United States District Court for the
23 Central District of California, 350 West 1st Street, Los Angeles, California 90012,
24 Courtroom 7B, for the following purposes:

25 (a) finally determining whether the Class meets all applicable
26 requirements of Federal Rule of Civil Procedure 23 and, thus, the Class should be
27 certified for purposes of effectuating the settlement;

28

1 (b) determining whether the proposed settlement of this action on the
2 terms and conditions provided for in the Stipulation is fair, reasonable and adequate
3 and should be approved by the Court;

4 (c) considering the application of Class Counsel for an award of
5 attorneys' fees and reimbursement of expenses, as provided for under the Stipulation;

6 (d) considering the applications of Plaintiffs for class representative
7 service awards, as provided for under the Stipulation;

8 (e) considering whether the Court should enter the [Proposed] Final
9 Settlement Order and Judgment;

10 (f) considering whether the release of the Released Claims as set
11 forth in the Stipulation should be provided; and

12 (g) ruling upon such other matters as the Court may deem just and
13 appropriate.

14 8. The Court may continue or adjourn the final approval hearing and later
15 reconvene such hearing without further notice to Class Members.

16 9. The Parties may further modify the Stipulation prior to the final
17 approval hearing so long as such modifications do not materially change the terms of
18 the settlement provided thereunder. The Court may approve the Stipulation with such
19 modifications as may be agreed to by the Parties, if appropriate, without further
20 notice to Class Members.

21 10. Plaintiffs' applications for attorneys' fees, costs and incentive awards
22 must be filed no later than 14 days before the deadline for Class Members to object,
23 opt out or make claims under the Stipulation. All further papers in support of the
24 settlement and any application for an award of attorneys' fees and expenses and/or
25 class representative incentive awards must be filed with the Court and served at least
26 seven days prior to the Final Approval Hearing.

27 **C. The Court Approves the Form and Method of Class Notice**

28 11. The Court approves, as to form and content, the proposed Long Form

1 and Short Form Notice (collectively the “Notice”), which are Exhibits [REDACTED] and [REDACTED].
2 The Court further approves, as to form and content, the Claim Form attached as
3 Exhibit A to the Stipulation of Settlement.

4 12. The Court finds that the distribution of Notice substantially in the
5 manner and form set forth in the Stipulation meets the requirements of Federal Rule
6 of Civil Procedure 23 and due process, is the best notice practicable under the
7 circumstances, and shall constitute due and sufficient notice to all persons entitled
8 thereto.

9 13. The Court approves the designation of Heffler Claims Group to serve as
10 the Court-appointed Settlement Administrator for the settlement. The Settlement
11 Administrator shall cause the Publication Notice to be published, disseminate Class
12 Notice, and supervise and carry out the notice procedure, the processing of claims,
13 and other administrative functions, and shall respond to Class Member inquiries, as
14 set forth in the Stipulation and this Order under the direction and supervision of the
15 Court.

16 14. The Court directs the Settlement Administrator to establish a Settlement
17 Website, making available copies of this Order, Class Notice, Claim Forms that may
18 be downloaded and submitted online, by mail, or by facsimile, the Stipulation and all
19 Exhibits thereto, a toll-free hotline, and such other information as may be of
20 assistance to Settlement Class Members or required under the Stipulation. The Class
21 Notice and Claim Form shall be made available to Class Members through the
22 Settlement Website on the date notice is first published and continuously thereafter
23 through the termination of this action.

24 15. The Claim Administrator is ordered to complete publication of the
25 Publication Notice no later than 45 days after Preliminary Approval (the “Notice
26 Date”).

27 16. The costs of Notice, processing of claims of Settlement Class Members,
28 creating and maintaining the Settlement Website, and all other Claim Administrator

1 and Notice expenses shall be paid by Defendant Yes To, Inc. in accordance with the
2 applicable provisions of the Stipulation.

3 **D. Procedure for Class Members to Participate in the Settlement**

4 17. The Court approves the Parties' proposed Claim Form. Any Settlement
5 Class Member who wishes to participate in the settlement shall complete a Claim
6 Form in accordance with the instructions contained therein and submit it to the Claim
7 Administrator within 120 days after the Notice Date. Such deadline may be further
8 extended without notice to the Class by written agreement of the Parties.

9 18. The Claim Administrator shall have the authority to accept or reject
10 claims in accordance with the Stipulation.

11 19. Any Class Member may enter an appearance in this action, at his or her
12 own expense, individually or through counsel who is qualified to appear in the
13 jurisdiction. All Settlement Class Members who do not enter an appearance will be
14 represented by Class Counsel.

15 **E. Procedure for Requesting Exclusion from the Class**

16 20. All Class Members who do not timely exclude themselves from the
17 Class shall be bound by all determinations and judgments in this action concerning
18 the settlement, whether favorable or unfavorable to the Settlement Class.

19 21. Any person or entity falling within the definition of the Settlement Class
20 may, upon his, her or its request, be excluded from the Class. Any such person or
21 entity must submit a request for exclusion to the Clerk of the Court c/o the Class
22 Action Administrator, postmarked or delivered no later than 7 calendar days prior to
23 the date of the final approval hearing, the date for which will be specifically identified
24 in the Publication Notice and Class Notice. Requests for exclusion purportedly filed
25 on behalf of groups of persons/or entities are prohibited and will be deemed to be
26 void.

27 22. Any Settlement Class Member who does not send a signed request for
28 exclusion postmarked or delivered on or before the time period described above will

1 be deemed to be a Settlement Class Member for all purposes and will be bound by
2 all judgments and further orders of this Court related to the settlement of this action
3 and by the terms of the settlement, if finally approved by the Court. The written
4 request for exclusion must request exclusion from the Class, must be signed by the
5 potential Settlement Class Member and include a statement indicating that the person
6 or entity is a member of the Settlement Class. All persons or entities who submit
7 valid and timely requests for exclusion in the manner set forth in the Stipulation shall
8 have no rights under the Stipulation and shall not be bound by the Stipulation or the
9 Final Judgment and Order.

10 23. A list reflecting all requests for exclusion shall be filed with the Court
11 by Class Counsel at or before the Final Approval Hearing.

12 **F. Procedure for Objecting to the Settlement**

13 24. Any Class Member wishing to object to or oppose the approval of this
14 Settlement, the motion for the service award to Plaintiffs and/or the Fee and Cost
15 Applications shall submit to the Settlement Administrator a written objection and/or
16 request to be heard no later than 75 days after the Notice Date. Such communication
17 shall state the name and address of the Settlement Class Member, shall include
18 information sufficient to demonstrate membership in the Settlement Class, shall state
19 the grounds for each objection asserted, and shall state whether the Settlement Class
20 Member intends to appear at the final approval hearing. Any Class Member who
21 fails to timely file and serve a written Objection containing all of the requisite
22 information shall not be permitted to object to the Settlement and shall be foreclosed
23 from seeking any review of the Settlement or the terms of the Agreement by any
24 means, including but not limited to an appeal.

25 25. The Settlement Administrator shall forward the Objection and all
26 supporting documentation to Class Counsel and Counsel for Defendants.

27 26. A Class Member who objects to the settlement may also submit a Claim
28 Form on or before the deadline to do so, which shall be processed in the same way

1 as all other Claim Forms. A Class Member shall not be entitled to an extension to the
2 deadline to submit a Claim Form merely because the Class Member has also
3 submitted an objection.

4 27. Class Counsel will file with the Court their briefs in support of Final
5 Approval, the requested service awards for Plaintiffs and an application for attorneys'
6 fees and costs no later than twenty-one (21) days before the deadline for Class
7 Members to object to the Settlement.

8 28. Class Counsel and/or Defendants have the right, but not the obligation,
9 to respond to any objection no later than seven (7) days prior to the Final Approval
10 Hearing. The party so responding shall file a copy of the response with the Court,
11 and shall serve a copy, by regular mail, hand or overnight delivery, to the objecting
12 member of the Class or to the individually-hired attorney for the objecting member
13 of the Settlement Class; to Class Counsel; and to Defendants' Counsel.

14 IT IS SO ORDERED

15
16 DATED: _____

17 THE HONORABLE ANDRÉ BIROTTE
18 UNITED STATES DISTRICT JUDGE

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EXHIBIT D

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IMANI WHITFIELD, SHAWANNA McCOY,
and JOSEY PARSONS AUGHTMAN, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

YES TO, INC.,

Defendant.

Case No. 2:20-cv-00763-AB-AS

[PROPOSED] ORDER SETTLEMENT
ORDER AND JUDGMENT

1 IT IS HEREBY ADJUDGED AND DECREED THAT:

2 1. This Judgment incorporates by reference the definitions in the
3 Stipulation of Settlement dated _____ (Dkt. _____) (the “Stipulation”),
4 attached hereto as **Exhibit A**, and all capitalized terms used herein shall have the
5 same meanings as set forth in the Stipulation unless set forth differently herein. The
6 terms of the Stipulation are fully incorporated in this Judgment as if set forth fully
7 here.

8 2. The Court has jurisdiction over the subject matter of this action and all
9 Parties to the action, including all Settlement Class Members who do not timely
10 exclude themselves from the Class. The list of excluded Class Members was filed
11 with the Court on _____ and is attached as **Exhibit B**.

12 3. Pursuant to Federal Rule of Civil Procedure 23(b)(3), the Court hereby
13 certifies the following Settlement Class:

14 All persons in the United States who purchased or used the Yes To
15 Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask.
16 Excluded from this definition are the Released Persons, any person
17 or entity that purchased the Yes To Grapefruit Vitamin C Glow-
18 Boosting Unicorn Paper Mask for purposes of resale and not for
19 his/her/its own consumption (i.e., “Resellers”), and any judicial
20 officer assigned to this case.

21 4. Pursuant to Federal Rule of Civil Procedure 23(c)(3), all such persons
22 or entities who satisfy the Settlement Class definition above, except those Settlement
23 Class Members who timely and validly excluded themselves from the Settlement
24 Class, are Settlement Class Members bound by this Judgment.

25 5. For settlement purposes only, the Court finds:

26 (a) Pursuant to Federal Rule of Civil Procedure 23(a), Imani
27 Whitfield, Shawanna McCoy, and Josey Parsons-Aughtman are members of the
28 Settlement Class, their claims are typical of the Settlement Class, and they fairly and
adequately protected the interests of the Settlement Class throughout the proceedings

1 in the Action. Accordingly, the Court hereby appoints Ms. Whitfield, Ms. McCoy,
2 and Ms. Parsons-Aughtman as class representatives;

3 (b) The Class meets all of the requirements of Federal Rules of Civil
4 Procedure 23(a) and (b)(3) for certification of the class claims alleged in the First
5 Amended Complaint, including: (a) numerosity; (b) commonality; (c) typicality; (d)
6 adequacy of the class representative and Class Counsel; (e) predominance of
7 common questions of fact and law among the Class for purposes of settlement; and
8 (f) superiority; and

9 (c) Having considered the factors set forth in Rule 23(g)(1) of the
10 Federal Rules of Civil Procedure, Class Counsel have fairly and adequately
11 represented the Class for purposes of entering into and implementing the settlement.
12 Accordingly, the Court hereby appoints Class Counsel as counsel to represent Class
13 Members.

14 6. Persons or entities who filed timely exclusion requests are not bound by
15 this Judgment or the terms of the Stipulation and may pursue their own individual
16 remedies against Defendant. However, such excluded parties are not entitled to any
17 rights or benefits provided to Settlement Class Members by the terms of the
18 Stipulation. The list of persons and entities excluded from the Settlement Class
19 because they filed timely and valid requests for exclusion is attached hereto as
20 **Exhibit B.**

21 7. The Court directed that notice be given to Class members by publication
22 and other means pursuant to the notice program proposed by the Parties in the
23 Stipulation and approved by the Court. (Dkt. ____ ¶¶ ____.) The declaration from
24 Heffler Claims Group, attesting to the dissemination of the notice to the Class,
25 demonstrates compliance with this Court's Preliminary Approval Order, Dkt. ____.
26 The Class Notice advised Settlement Class members of the terms of the settlement;
27 the date, time, and location of the final approval hearing and their right to appear at
28 such hearing; their rights to remain in or opt out of the Settlement Class and to object

1 to the settlement; the procedures for exercising such rights; and the binding effect of
2 this Judgment, whether favorable or unfavorable, to the Settlement Class.

3 8. The distribution of the notice to the Settlement Class constituted the best
4 notice practicable under the circumstances, and fully satisfied the requirements of
5 Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C.
6 §1715, and any other applicable law.

7 9. Pursuant to Federal Rule of Civil Procedure 23(e)(2), the Court finds
8 after a hearing and based upon all submissions of the Parties and other persons that
9 the settlement proposed by the Parties is fair, reasonable, and adequate. The terms
10 and provisions of the Stipulation are the product of arms-length negotiations
11 conducted in good faith and with the assistance of an experienced mediator, Jill
12 Sperber. The Court has considered any timely objections to the Settlement and finds
13 that such objections are without merit and should be overruled. Approval of the
14 Stipulation will result in substantial savings of time, money and effort to the Court
15 and the Parties, and will further the interests of justice.

16 10. Upon the Final Settlement Approval Date, the named Plaintiffs and each
17 Class Member other than those listed on Exhibit B shall be deemed to have, and by
18 operation of this Final Settlement Order and Judgment shall have released, waived
19 and discharged with prejudice Defendant from any and all claims, demands, actions,
20 causes of action, lawsuits, arbitrations, damages, or liabilities whether legal,
21 equitable, or otherwise, relating in any way to the claims asserted or the factual or
22 legal allegations made in the Action, including without limitation the purchase or use
23 of the Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask at any time
24 (the “Released Claims”).

25 11. All Class Members who have not timely and validly submitted requests
26 for exclusion are bound by this Judgment and by the terms of the Stipulation.

27 12. The Class Representatives in this action initiated their respective
28 lawsuits, acted to protect the Class, and assisted their counsel. Their efforts have

1 produced the Stipulation entered into in good faith that provides a fair, reasonable,
2 adequate and certain result for the Class. Each of the three Class Representatives are
3 entitled to a service award of \$5,000. Class Counsel is entitled to reasonable
4 attorneys' fees, which the Court finds to be \$ _____, and expenses in the amount
5 of \$ _____. The Settlement Notice and Other Administrative Costs may be paid
6 from the Settlement Fund, in accordance with the terms set forth in the Stipulation.

7 13. The Court hereby dismisses with prejudice this Action, and the Released
8 Parties are hereby released from all further liability for the Released Claims.

9 14. Without affecting the finality of this Judgment, the Court reserves
10 jurisdiction over the implementation, administration and enforcement of this
11 Judgment and the Stipulation, and all matters ancillary thereto.

12 15. The Court finding that no reason exists for delay in ordering final
13 judgment pursuant to Federal Rule of Civil Procedure 54(b), the clerk is hereby
14 directed to enter this Judgment forthwith.

15 16. The Parties are hereby authorized without needing further approval from
16 the Court to agree to and adopt such modifications and expansions of the Stipulation,
17 including without limitation the claim review procedure, that are consistent with this
18 Judgment and do not limit the rights of Class Members under the Stipulation.

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IT IS SO ORDERED.

DATED: _____

THE HONORABLE ANDRE BIROTTE
UNITED STATES DISTRICT JUDGE

EXHIBIT E

LEGAL NOTICE

If You Purchased or Used a Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Mask, You May Benefit From A Proposed Class Action Settlement

Whitfield v. Yes To, Inc., Case No. 2:20-cv-00763-AB-AS

WHAT IS THIS NOTICE ABOUT?

A Proposed Settlement has been reached in a class action lawsuit in the United States District Court, Central District of California, (the “Action”) that may affect your rights. Purchasers and users of Yes To Grapefruit Vitamin C Glow-Boosting Unicorn Paper Masks (the “Masks”) have sued their manufacturer, Yes To, Inc. (“Yes To”), alleging that the Masks cause irritation, redness, and a burning sensation. Yes To denies this claim. The Court has not ruled in favor of Plaintiffs or Yes To. Instead, the parties agreed to a Proposed Settlement to avoid the expense and risks of continuing the lawsuit.

AM I A MEMBER OF THE CLASS?

The class is defined as all persons who purchased or used the Masks in the United States at any time.

WHAT DOES THE SETTLEMENT PROVIDE?

Subject to Court approval, the parties have agreed to a Settlement under which Yes To will pay \$750,000 in cash. You may submit a claim for a cash payment of the \$3 average retail price for each of the Masks you purchased or used during the class period. Claims for Products purchased or used during the class period will be paid without requiring proof of purchase. The claim amount may be subject to pro rata increase or decrease depending on the number of claims submitted.

WHAT ARE MY RIGHTS?

You have a choice of whether to stay in the Class or not, and you must decide this now. If you stay in the Class, you will be legally bound by all orders and judgments of the Court, and you won’t be able to sue, or continue to sue, Yes To as part of any other lawsuit involving the same facts or claims that are in this lawsuit. This is true even if you do nothing by not submitting a claim.

1. You Can Accept the Settlement. Class Members who wish to receive Settlement Benefits **must** submit claims by [DATE]. You can get a Claim Form on the Internet at www.YesToClassAction.com. Read the instructions carefully, fill out the form, and submit it online on or before [DATE]. Alternatively, you may also submit a Claim Form by mailing it to the following address: [ADDRESS]. It must be postmarked no later than [DATE]. If you fail to submit a timely Claim Form and do not exclude yourself from the Settlement, then you will be bound by the Settlement but will not receive any Settlement Benefits.

2. You Can Object to the Settlement. If you believe the Settlement is unsatisfactory, you may file a written objection with the Clerk of the Court for the Central District of California and send copies to the following Counsel representing the Class and Yes To:

Plaintiffs’ Counsel

L. Timothy Fisher
Bursor & Fisher, P.A.
1990 North California
Blvd., Suite 940
Walnut Creek, CA
94596

Yes To’s Counsel

Jeffrey Goldman
Troutman Pepper Hamilton
Sanders, LLP
Two California Plaza
350 South Grand Avenue, Suite
3400
Los Angeles, CA 90071
Telephone: (213) 928-9800
E-Mail:
jeffrey.goldman@troutman.com

3. You Can “Opt Out” of the Settlement. If you exclude yourself from the Class – which is sometimes called “opting-out” of the Class – you won’t get any Settlement Benefits from the Proposed Settlement. You will also be responsible for any attorney’s fees and costs you incur if you choose to pursue your own lawsuit. Such notice shall include your name, current address, signature, and a statement that you want to be excluded from *Whitfield v. Yes To, Inc.*, Case No. 2:20-cv-00763-AB-AS, no later than [DATE]. Send the written notice to [ADDRESS].

THE FAIRNESS HEARING

On [REDACTED], 2021, at [REDACTED], the Court will hold a hearing in the United States District Court for the Central District of California to determine: (1) whether the Proposed Settlement is fair, reasonable, and adequate and should receive final approval; and (2) whether the application for Plaintiffs’ attorneys’ fees of up to one-third of the total \$750,000 settlement fund, plus reimbursement of out-of-pocket expenses, should be granted. Objections to the Proposed Settlement by Class Members will be considered by the Court, but only if such objections are filed in writing with the Court and sent to Plaintiffs’ and Yes To’s counsel by [REDACTED], 2021] as explained above. Class Members who support the Proposed Settlement do not need to appear at the hearing or take any other action to indicate their approval. You may hire your own lawyer to appear in Court for you if you wish; however, if you do, you will be responsible for paying that lawyer on your behalf.

HOW CAN I GET MORE INFORMATION?

If you have questions or want a detailed notice or other documents about this lawsuit and your rights, visit the website at www.YesToClassAction.com. You may also contact Class Counsel by email at info@bursor.com, or by writing to: [ADDRESS].

By order of the United States District Court for the Central District.

EXHIBIT F

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CONFIDENTIAL SETTLEMENT COMMUNICATION - SUBJECT TO RULE 408

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

IMANI WHITFIELD, SHAWANNA
MCCOY, JOSEY PARSONS
AUGHTMAN, individually and on
behalf of all other similarly situated,

Plaintiffs,

vs.

YES TO, INC.

Defendant.

Case No. 2:20-cv-00763

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

WHEREAS, _____ (the "Firm") desires to give an undertaking (the "Undertaking") for repayment of their award of attorney fees and costs, approved by the Court, and

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

NOW, THEREFORE, each of the undersigned, on behalf of themselves as individuals and as agents for their law firm, hereby submit themselves and their respective law firms to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

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

1 Settlement Agreement.

2 By receiving any payments pursuant to the Settlement Agreement, the Firm
3 and its shareholders, members, and/or partners submit to the jurisdiction of the
4 United States District Court for the Central District of California for the
5 enforcement of any and all disputes relating to or arising out of the reimbursement
6 obligation set forth herein and the Settlement Agreement.

7 The Firm and its shareholders, members, and/or partners are jointly and
8 severally liable for any obligations for any repayment of any and all money and
9 other funds which are paid to their respective firms, pursuant to this Undertaking.

10 In the event that the Final Approval Order and Judgment or any part of it is
11 vacated, overturned, reversed, or rendered void as a result of an appeal, or the
12 Settlement Agreement is voided, rescinded, or otherwise terminated for any other
13 reason, the Firm shall, within twenty (20) business days repay to Yes To, Inc. the
14 full amount of the attorneys' fees, costs and expenses paid to the Firm pursuant to
15 the Order granting the motion for attorney fees, and/or paid pursuant to the Final
16 Approval Order, plus accrued interest at the same net rate as is earned by judgments
17 entered by federal courts.

18 In the event the attorney fees and costs awarded by the Court or any part of
19 them are vacated, modified, reversed, or rendered void as a result of an appeal, the
20 Firm shall within twenty (20) business days repay to the Settlement Fund the
21 amount of the reduction applicable to that law firm's or attorney's portion of the
22 Fee Award, plus accrued interest at the same net rate as is earned by judgments
23 entered by federal courts.

24 This Undertaking and all obligations set forth herein shall expire upon
25 finality of the Final Approval Order and Judgment. The Final Approval Order and
26 Judgment will be final at the later of, 1) 31 days after entry of Judgment if no
27 Notice of Appeal is filed, or 2) after all appeals are exhausted and the Order and/or
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1 Judgment are affirmed, with no further rights of appeal.

2 In the event the Firm fails to make a repayment required under this
3 Undertaking, the Court shall, upon application of Yes To, Inc., and notice to the
4 Firm, summarily issue orders, including but not limited to judgments and
5 attachment orders against any Person and/or entity jointly and severally liable
6 pursuant to this Undertaking, and may make appropriate findings for sanctions for
7 contempt of court.

8 The undersigned stipulate, warrant, and represent that they have both actual
9 and apparent authority to enter into this stipulation, agreement, and undertaking on
10 behalf of the Firm.

11 This Undertaking may be executed in one or more counterparts, each of
12 which shall be deemed an original but all of which together shall constitute one and
13 the same instrument. Signatures by facsimile shall be as effective as original
14 signatures.

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

18 IT IS SO STIPULATED:

19 DATED: _____, 2021

21 _____
22 By: _____, individually and
23 on behalf of the Firm
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EXHIBIT 2

Applications/Ex Parte Applications/Motions/Petitions/Requests

[2:20-cv-00763-AB-AS Imani Whitfield v. Yes To, Inc.](#)

ACCO,(ASx),DISCOVERY,LEADTR,MANADR,REOPENED

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Notice of Electronic Filing

The following transaction was entered by Wade, Gillian on 6/8/2021 at 4:01 PM PDT and filed on 6/8/2021

Case Name: Imani Whitfield v. Yes To, Inc.

Case Number: [2:20-cv-00763-AB-AS](#)

Filer: Imani Whitfield
Josey Parsons Aughtman
Shawanna McCoy

Document Number: [53](#)

Docket Text:

NOTICE OF MOTION AND MOTION for Hearing Motion for Final Approval of Class Action Settlement, re Order,,,,, [48], filed by Plaintiffs Josey Parsons Aughtman, Shawanna McCoy, Imani Whitfield. Motion set for hearing on 9/24/2021 at 10:00 AM before Judge Andre Birotte Jr. (Attachments: # (1) Declaration of Gillian L. Wade, # (2) Declaration of Kenneth J. Grunfeld, # (3) Declaration of Yitzchak Kopel, # (4) Declaration of Scott Fenwick Regarding Class Notice and Claims Administration, # (5) Declaration of Shawanna McCoy, # (6) Declaration of Imani Whitfield, # (7) Declaration of Josey Parsons Aughtman, # (8) Proposed Order [Proposed] Final Settlement Order and Judgment) (Wade, Gillian)

2:20-cv-00763-AB-AS Notice has been electronically mailed to:

Gillian L. Wade gwade@mjfwlaw.com, dmarin@mjfwlaw.com, mcastaneda@mjfwlaw.com, savila@mjfwlaw.com

Jeffrey M Goldman jeffrey.goldman@troutman.com, jennifer.allen@troutman.com

Kenneth J Grunfeld kgrunfeld@golombhonik.com

Lawrence Timothy Fisher ltfisher@bursor.com, dschroeder@bursor.com, gmcculloch@bursor.com

Marc Alexander Castaneda mcastaneda@mjfwlaw.com, mcastaneda@milsteinadelman.com

Sara D Avila savila@mjfwlaw.com, dmarin@mjfwlaw.com

Scott A Bursor scott@bursor.com, dschroeder@bursor.com, gmcculloch@bursor.com, richter@bursor.com

Yitzchak Kopel ykopel@bursor.com, dschroeder@bursor.com, gmcculloch@bursor.com, rrichter@bursor.com

2:20-cv-00763-AB-AS Notice has been delivered by First Class U. S. Mail or by other means BY THE FILER to :

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:C:\fakepath\Yes To- Final Appvl Mtn 6-8-21 FINAL.pdf

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=6/8/2021] [FileNumber=3 2078601-0]
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Document description:Declaration of Gillian L. Wade

Original filename:C:\fakepath\Yes To- Wade Dec ISO Final Appvl.pdf

Electronic document Stamp:

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Document description:Declaration of Kenneth J. Grunfeld

Original filename:C:\fakepath\Yes To- KJG Declaration.pdf

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=6/8/2021] [FileNumber=32078601-2]
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Document description:Declaration of Yitzchak Kopel

Original filename:C:\fakepath\2021.06.08 FINAL YZK Decl. w. Exhibits.pdf

Electronic document Stamp:

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Document description:Declaration of Scott Fenwick Regarding Class Notice and Claims Administration

Original filename:C:\fakepath\Whitfield v Yes To Declaration_executed_w_exhibits.pdf

Electronic document Stamp:

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Document description:Declaration of Shawanna McCoy

Original filename:C:\fakepath\2021.06.07 Executed McCoy Decl[1].pdf

Electronic document Stamp:

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Document description:Declaration of Imani Whitfield

Original filename:C:\fakepath\2021.06.07 Executed Whitfield Decl.pdf

Electronic document Stamp:

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Document description:Declaration of Josey Parsons Aughtman

Original filename:C:\fakepath\J Aughtman SIGNED Declaration.pdf

Electronic document Stamp:

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Document description:Proposed Order [Proposed] Final Settlement Order and Judgment

Original filename:C:\fakepath\Yes To - Proposed Final Approval Order.pdf

Electronic document Stamp:

[STAMP cacdStamp_ID=1020290914 [Date=6/8/2021] [FileNumber=32078601-8]

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