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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

B.K., and N.Z., individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

EISENHOWER MEDICAL
CENTER,

Defendant.

Case No. 5:23-cv-02092-JGB-DTB

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR ATTORNEYS'
FEES AND COSTS AND
PLAINTIFFS' SERVICE AWARDS**

Hearing Information

Date: October 20, 2025

Time: 9:00 a.m.

Location: Courtroom 1

Hon. Jesus G. Bernal

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024

TO THE CLERK OF THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 20, 2025, at 9:00 a.m., or as soon thereafter as the parties may be heard by the Honorable Jesus G. Bernal, Courtroom 1, located at the United States Courthouse, 3470 Twelfth Street, Riverside, CA 92501, Plaintiffs B.K. and N.Z. (“**Plaintiffs**”) will, and hereby do move the Court for an Order in accordance with Rules 23(h) and 54(d) of the Federal Rules of Civil Procedure: (A) awarding Class Counsel fees in the amount of \$288,750.00; (B) reimbursing litigation costs in the amount of \$9,180.63; (C) granting Service Award to Court-appointed Class Representatives, B.K. and N.Z, in the amount of \$2,500 each for a total of \$5,000.

This Motion is made on the grounds that the Settlement is fair, adequate, and reasonable given the relative strengths and weaknesses of the claims and defenses; the risks, expense, complexity and likely duration of further litigation; the amount offered in settlement; the experience and views of counsel; and the public policy favoring settlement of claims.

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1 This Motion is based upon this Notice of Motion; the accompanying
2 Memorandum of Points and Authorities; the Joint Declaration of Appointed Class
3 Counsel Yana Hart, Bryan P. Thompson, and Matthew J. Langley and all exhibits
4 attached thereto; the [Proposed] Order Awarding Attorneys' Fees and Costs and
5 Plaintiffs' Service Awards; the record in this action; and any other matters and
6 arguments the Court may consider at the hearing of this motion.

7
8 Respectfully submitted,

9 Dated: August 19, 2025

CLARKSON LAW FIRM, P.C.

10
11 /s/ Yana Hart

Ryan J. Clarkson, Esq.

12 Yana Hart, Esq.

13 Bryan P. Thompson, Esq.

14 **ALMEIDA LAW GROUP LLC**

15 /s/ Matthew J. Langley

16 Matthew J. Langley, Esq.

17 *Appointed Class Counsel*
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Counsel for Plaintiffs & the Proposed Classes

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**MEMORANDUM OF POINTS AND
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This case involves the allegedly unlawful disclosure of protected medical information via tracking technologies on Defendant's web properties. On behalf of the Settlement Class, Court-appointed Class Counsel has achieved meaningful monetary relief in the form of a traditional, non-reversionary common fund of \$875,000, and important equitable relief. Given the current claims rate, and subject to final verification, the monetary benefit is presently expected to yield approximately \$57.50 per Claimant. This is substantial monetary relief consistent with comparable settlements. The injunctive relief secured includes a two-year prohibition on Defendant's use of Meta Pixel or Google Analytics without prominent patient disclosures and compliance with the law. It also requires Defendant to create and maintain a new Web Governance Committee that will specifically monitor and assess the implementation and use of analytics and advertising technologies on the Website going forward to ensure such use is consistent with Defendant's mission and applicable law. (SA ¶ 23).¹

Class Counsel now seek \$288,750 in attorneys' fees, which represents a negative multiplier of .49, litigation costs of \$9,180.63, and a service award of \$2,500 to each Class Representative (totaling \$5,000). The attorneys' fees, litigation costs, and service awards are reasonable and well within the range approved by this Court and others in comparable class actions, particularly given the complexity of the issues and results achieved. This case involves the disclosure of sensitive information, but it is not a standard data breach lawsuit. Instead, it involves highly-technical website tracking technologies and legal theories largely untested. Class Counsel therefore took on significant litigation risk, and it bore the financial burden of litigating this case on a contingency basis.

¹ Unless otherwise indicated, all capitalized terms have the same meaning assigned to them in the Settlement Agreement. (ECF No. 53-3)

Without Class Counsel’s commitment, skill, and advocacy, the Class would have faced a very different outcome. Initially, the Court granted Defendant’s motion to dismiss, including key statutory claims with prejudice. But Class Counsel successfully argued for reconsideration of that order. This secured Plaintiffs’ ability to replead those claims, preserving important avenues of relief for the Class and paving the way for the Settlement preliminarily approved by the Court. Together with subsequent discovery, analysis of critical evidence, and other strategic advocacy and effective negotiation, Class Counsel was therefore able to turn a once dismissed case into certain and meaningful monetary relief for Class members, along with injunctive relief that will also inure to the benefit of the public at large. Class Counsel’s lodestar and the negative multiplier will continue to increase through final approval and the distribution of settlement awards, further demonstrating the requested fee award is appropriate under both the percentage-of-the-fund and lodestar approach. For all of these reasons, Plaintiffs respectfully request that the Court grant the motion for attorneys’ fees, litigation costs, and Plaintiffs’ service award.

II. FACTS AND PROCEDURAL HISTORY

A. Procedural Summary

On October 12, 2023, Plaintiffs filed their Class Action Complaint against Defendant Eisenhower Medical Center (“EMC”) alleging violations of state and federal privacy statutes arising from EMC’s use of the Meta Pixel and Google analytics technology on its Website. (First Amended Complaint (“FAC”), ECF 37). According to the Plaintiffs, EMC breached the core medical privacy rights of its patients by secretly transmitting their most sensitive medical information without knowledge or consent to Meta and Google. (*Id.* ¶¶ 4, 6). This was accomplished by tracking and data-collection tools surreptitiously embedded on EMC’s Website, which opened the door for unauthorized third parties such as Facebook and Google, to intercept patients’ confidential communications, browsing activities, and medical information. (FAC ¶¶

6-7).

In December 2023, EMC moved to dismiss the complaint. (ECF 18). On February 29, 2024, the Court granted EMC's Motion to Dismiss with leave to amend eleven claims and without leave to amend three critical counts Plaintiffs had asserted under the Electronic Communications Privacy Act ("ECPA") and California Invasion of Privacy Act ("CIPA"). (ECF 28). Plaintiffs then filed a Motion for Reconsideration of the Order on Motion to Dismiss or in the Alternative for Leave to Amend (ECF 30), which the Court granted in part on April 11, 2024. This secured Plaintiffs' ability to replead their ECPA claim and one of their CIPA counts, and Plaintiffs filed their First Amended Complaint on April 22, 2024 following additional investigation, fact development, and legal analysis of the Court's guidance. (ECF 37).

The Parties began engaging in arm's-length settlement negotiations shortly after the Plaintiffs filed their First Amended Complaint, and on October 11, 2024, participated in a full-day mediation with Martin F. Scheinman, Esq. of Scheinman Arbitration and Mediation Services. (Joint Declaration of Yana Hart, Bryan P. Thompson and Matthew Langley (CC Decl. ¶ 11). In advance of mediation, Plaintiffs secured from EMC information and documents necessary for Class Counsel to further evaluate the merits and for the Parties to otherwise engage in a productive mediation. This included relevant information and documents regarding EMC's use of tracking pixels, class size, and other relevant information.

The mediation was successful with the parties reaching a settlement in principle. For four months after, under the continued guidance of Mr. Scheinmann and otherwise at arm's length, Class Counsel continued to negotiate the specific terms to ensure Class Member' rights were adequately protected. (*Id.* ¶ 13). Class Counsel also worked to secure multiple bids from competing settlement administrators to select the administrator best suited for this Settlement. (*Id.* ¶ 16). As a result of these comprehensive efforts, the Parties finalized all terms and exhibits, and executed the

1 Settlement Agreement on February 18, 2025.

2 **B. Settlement Terms**

3 Under the Settlement, EMC will pay \$875,000 to establish a non-reversionary,
4 common Settlement Fund. This Fund will be used to provide all Class Members who
5 submit a valid claim with a *pro rata* cash payment. (SA ¶ 13). Based on EMC's records
6 provided to the Settlement Administrator, the Class size is estimated to include
7 approximately 190,392 individuals. (SA ¶ 28). The benefits of the Settlement are
8 substantial, particularly given the significant challenges Class Counsel overcame and
9 the risks of continued litigation for the class. (CC Decl. ¶¶ 32-33, 39).

10 In addition to monetary relief, the Settlement includes robust injunctive measures
11 to safeguard the privacy of Class Members, future patients, and the general public. (SA
12 ¶¶ 13, 33). EMC will establish a Web Governance Committee to oversee the use of
13 analytics and advertising technologies on its Website, ensuring compliance with EMC's
14 mission and applicable law. (SA ¶ 33). For at least two years following final Settlement
15 approval, EMC shall not use the Meta Pixel or Google Analytics source code on its
16 Website unless the Web Governance Committee makes the requisite determination
17 under applicable law that such use is lawful, and provides affirmative and clear
18 disclosure on its webpages (SA ¶ 23). These provisions deliver immediate, meaningful
19 benefits to Class Members and fulfil the core objective of the litigation: protecting
20 medical privacy for current and future users of EMC's Websites.

21 The Settlement Fund is also intended to be used to pay for Court-approved
22 Administrative Expenses, Service Awards, and Class Counsel's Attorneys' Fees and
23 Costs. (CC Decl. ¶ 37, SA ¶ 13, 16, 58).

24 **C. Preliminary Approval, Notice, and Claims**

25 This Court granted Plaintiffs' Motion for Preliminary Approval of Class
26 Settlement on June 4, 2025, certifying a nationwide class for settlement purposes. (ECF
27 64). As directed by the Court's order, the Settlement Administrator sent the approved
28

1 Notice to Class Members. (CC Decl. ¶ 17) The deadline for Class Members to object or
2 opt out of the Settlement is September 2, 2025, and the deadline to submit a claim is
3 October 2, 2025. To date, the reaction of the Class has been overwhelmingly positive.
4 The Settlement Administrator has received at least 8,421 verified claims (i.e., a 5.1%
5 claim rate, which is in line with similar settlements),² no Class Members have objected
6 to the Settlement, and only seven Class Members have filed an exclusion request. (CC
7 Decl. ¶ 18).

8 III. ARGUMENT

9 A. The Fee Request is Fair, Reasonable, and Justified

10 Federal Rule of Civil Procedure 23 provides, “[i]n a certified class action, the
11 court may award reasonable attorneys’ fees and nontaxable costs that are authorized by
12 law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). Where, as here, Class Counsel
13 secures a common benefit for the Class, an award of reasonable attorneys’ fees and
14 costs is warranted. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (holding
15 that “a lawyer who recovers a common fund for the benefit of persons other than himself
16 or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”). The
17 Litigation also sought damages under statutes such as the California Confidentiality of
18 Medical Information Act and Electronic Communications Privacy Act that separately
19 allow attorneys’ fees and costs to a prevailing plaintiff.

20 Plaintiffs seek an award of \$288,750 amounting to 33% of the \$875,000 common
21 fund and representing a negative multiplier of .49. (CC Decl. ¶¶ 28-29). The requested
22 fees are fully supported by factors considered by the Ninth Circuit including: (a) the
23 results achieved; (b) the risk of litigation; (c) the skill required and the quality of work;
24 and (d) the contingent nature of the fee. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043
25 (9th Cir. 2002).

27 ² While claims are still being submitted, the *pro rata* share currently is \$57.55 at the
28 current claims rate. (CC Decl. ¶ 18).

1 In common fund cases such as this one, courts within the Ninth Circuit have
2 discretion to use one of two methods to determine whether the fee request is reasonable:
3 (1) percentage-of-the-fund; or, (2) lodestar plus a risk multiplier. *See, e.g., Staton v.*
4 *Boeing*, 327 F.3d 938, 967-68 (9th Cir. 2003); *In re Mercury Interactive Corp. Sec.*
5 *Litig.*, 618 F.3d 988, 992 (9th Cir. 2010). While the court has discretion to use either
6 method, “the primary basis of the fee award remains the percentage method.” *Vizcaino*,
7 290 F.3d at 1050; *Fitzhenry-Russell v. Coca-Cola Co.*, 2019 WL 11557486, at *8 (N.D.
8 Cal. Oct. 3, 2019) (“Where a settlement involves a common fund, courts typically award
9 attorneys’ fees based on a percentage of the total settlement.”).

10 The requested fees are reasonable under the percentage-of-the-fund as well as the
11 lodestar approach, which Class Counsel offers as an additional means of cross-checking
12 the requested fees.

13 **B. Given the Results Obtained and Risk Borne by Class Counsel, the**
14 **Court Should Award the Requested Fee.**

15 District courts may also adjust the fee award to account for several factors,
16 including the quality of representation, the benefits obtained for the class, the
17 complexity and novelty of the issues presented, and the risk of non-payment. *Jones v.*
18 *GN Netcom, Inc. (In re Bluetooth Headset Prods. Liab. Litig.)*, 654 F.3d 935, 942 (9th
19 Cir. 2011). Here, the requested fee amounts to 33% of the common fund and is
20 reasonable based on the efficient litigation by highly experienced Class Counsel that
21 resulted in an excellent settlement, despite the risks of pursuing a complex privacy pixel
22 tracking case entirely on contingency.

23 **1. Class Counsel Achieved Substantial Benefits for the Class.**

24 The most important factor in granting a fee award is the degree of success counsel
25 achieved for the class. *See Vizcaino*, 290 F.3d at 1048; *see also Six (6) Mexican Workers*
26 *v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990). To measure that success,
27 “the factor given the greatest emphasis is the size of the fund created, because a common
28

1 fund is itself the measure of success . . . [and] represents the benchmark from which a
2 reasonable fee will be awarded.” *Manual for Complex Litigation*, § 14.121 (quotations
3 omitted).

4 In this highly-technical pixel tracking case, Class Counsel achieved an excellent
5 result, delivering both monetary compensation and meaningful injunctive relief.³ (CC
6 Decl. ¶¶ 32-33). The Settlement ensures a *pro rata* distribution of the common fund,
7 currently estimated at about \$60 per valid Claimant, and imposes significant injunctive
8 relief that protects Class Members, future patients, and the public at large. None of this
9 relief would exist without Class Counsel’s work. The Settlement accomplishes the core
10 purpose of data privacy laws and the central goal of this lawsuit: preventing disclosure
11 of highly sensitive information and providing redress to individuals harmed by
12 disclosure. (CC Decl. ¶¶ 36-37). This factor supports Class Counsel’s fee request.

13 The Class receives significant equitable relief because EMC is required to take
14 specific and affirmative steps to actively evaluate and regulate the use of analytics and
15 advertising technologies on its Website, to ensure compliance with its mission and
16 applicable law. (SA ¶ 23) (CC Decl. ¶ 38). The scope of the injunctive relief coupled
17 with its effects on the marketplace confirms the requested fee award is reasonable and
18 warranted. Because of this injunctive relief, the settlement’s value exceeds the \$875,000
19 fund, and “[t]he court may properly consider the value of injunctive relief obtained as
20 a result of settlement in determining the appropriate fee.” *Pokorny v. Quixtar, Inc.*, No.
21 C 07-0201 SC, 2013 WL 3790896, at *1 (N.D. Cal. July 18, 2013) *See also e.g.*, “*Miller*
22

23 ³ The monetary relief here is consistent with amounts approved in comparable privacy
24 cases involving tracking pixels. *See In Re Advocate Aurora Health Pixel Litigation*,
25 *22-cv-1253* (E.D. Wisconsin, July 10, 2024) (approving Pixel settlement amount with
26 a *per capita* share of \$4.89 per class member); *John v. Froedtert Health, Inc.*, 2024-
27 *cv-1935* (Milwaukee County Circuit Court) (approving Pixel settlement with a *per*
28 *capita* share of \$4.59); *In re Novant Health, Inc.* 22-cv-697 (M.D. NC, June 17, 2024)
(approving settlement with *per capita* of \$4.89).

1 *v. Ghirardelli Chocolate Co.*, No. 12-CV-04936-LB, 2015 WL 758094, at *5 (N.D. Cal.
2 Feb. 20, 2015) (“When determining the value of a settlement, courts consider both the
3 monetary and nonmonetary benefits that the settlement confers.” (citing cases)). But for
4 Class Counsel’s efforts, no recovery would have been possible, especially in light of
5 the risks here, as discussed below.

6 **2. The Risks Involved Justify the Requested Award**

7 The substantial degree of risk faced by Class Counsel also justifies the requested
8 fee award. *See Vizcaino*, 290 F.3d at 1048. “Data privacy law is a relatively
9 undeveloped and technically complex body of law, which creates uncertainty and,
10 therefore, additional risk for Class Counsel.” *See In re TikTok, Inc., Consumer Priv.*
11 *Litig.*, 617 F. Supp. 3d 904, 941 (N.D. Ill. 2022) (awarding 33% of \$92 million
12 settlement, where a case resolved in the early stages of litigation, and recognizing that
13 “[t]he need to provide financial incentives for zealous and effective representation of
14 consumers in legally and technologically complex data privacy cases such as this –
15 especially in the age of pervasive social media – weighs in favor of granting the
16 request”). To achieve excellent results for the Settlement Class, Class Counsel took on
17 and overcame a series of significant risks. Pixel cases are uniquely risky, as this area of
18 law is still developing. This Court also granted EMC’s motion to dismiss, including
19 dismissing several claims with prejudice. Despite this challenge, Class Counsel was
20 able to revive several key claims on a successful motion for reconsideration, thus
21 avoiding the risk of zero recovery for the Class and gaining critical leverage for
22 successful resolution.

23 Further underscoring Class Counsel’s effective advocacy, EMC was represented
24 by experienced and skilled counsel, which zealously contested liability across the nearly
25 two years of active litigation. *See In re Equity Funding Corp. Sec. Litig.*, 438 F. Supp.
26 1303, 1337 (C.D. Cal. 1977) (the quality of opposing counsel is important in evaluating
27 the quality of class counsel’s work). Because success was far from guaranteed, Class
28

Counsel's willingness to take on the risk of nonpayment substantially benefited Plaintiffs and the Settlement Class. Accordingly, this factor favors the requested award.

The burdens borne by Class Counsel in taking on the litigation also support the requested award. *See Vizcaino*, 290 F.3d at 1050; *see also Six (6) Mexican Workers*, 904 F.2d at 1311. Class Counsel undertook this litigation on a contingency-fee basis, requiring them to shoulder not only the cost of attorney time, but also out-of-pocket costs. (CC Decl. ¶ 9). This Court and others have long recognized the public policy of rewarding attorneys for accepting representation on a contingency-fee basis. *See In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994); *Campos v. Converse, Inc.*, No. 201576-JGB-SPx, 2022 WL 4099756, at *15 (C.D. Cal. Aug. 15, 2022) (approving attorneys' fees of approximately 33% where "resulting lodestar multiplier of .51 is well-below the 'most common' multipliers of 1.5 to 3"). When counsel takes cases on a contingency-fee basis, the risk of non-payment after years of litigation also justifies a fee award. *See, e.g., Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at *4-6 (N.D. Cal., Feb. 6, 2013) (in awarding fees of 30 percent of the settlement, the court explained that "Class Counsel took a significant risk investing in this case" because it "was conducted on an entirely contingent fee basis against a well-represented [d]efendant" and because "[a]ll of the financial risk of litigation was therefore assumed by Class Counsel, whose fee arrangement with Plaintiffs required Class Counsel to bear all the costs of litigation[.]").

Class Counsel performed all of the described work on a pure contingency-fee basis, with no guarantee that they would recover anything for their hundreds of hours of work or out-of-pocket costs. (CC Decl. ¶¶ 9, 33). They also turned down other matters in order to take on this large-scale case, and committed resources to it that could have been devoted to other fee-generating matters. (*Id.* ¶ 33). Class Counsel's commitment to pursuing this complex litigation to completion, despite the substantial risks, including

1 of receiving no compensation at all, merits recognition and reward in accordance with
2 Ninth Circuit precedent. *See Vizcaino*, 290 F.3d at 1049.

3 **3. The Novelty and Difficulty of the Issues Involved and Class**
4 **Counsel's Skill in Presenting Them Warrant Approval of the**
5 **Requested Attorneys' Fees**

6 This case involves complicated issues on the merits, in the constantly evolving
7 area of data privacy, and Plaintiffs' counsel are highly experienced and skilled in this
8 area. Courts consider the experience and skill of counsel in determining an appropriate
9 fee award. *See Hanlon v. Chrysler Corp.* 150 F.3d 1011, 1029 (9th Cir. 1998). Given
10 the complexity and novelty of this litigation, Class Counsel's proven reputation, deep
11 experience, and skill were essential to the success of this litigation. Litigation of this
12 type is also inherently risky. This is an area of the law that is still developing, with
13 courts coming to different interpretations of the relevant statutes, as well as on liability
14 and other factors, creating additional uncertainty. Class Counsel have extensive
15 experience litigating class actions and other complex civil litigation, particularly
16 litigation involving privacy issues such as Meta Pixel tracking. (CC Decl. ¶¶ 46-48). It
17 is extremely important that complex and untested cases like this are staffed by skilled
18 and experienced counsel, and recovery of fees properly incentivizes this pursuit of
19 justice on behalf of everyday people.

20 Class Counsel has also consistently displayed a high level of skill regarding the
21 complex legal issues presented in this litigation. The lawsuit raised complex issues of
22 law and fact that required skill to maneuver. Over nearly two years, Class Counsel
23 worked diligently to litigate this case and ultimately secured a settlement delivering to
24 Class Members real and substantial benefits, while also protecting future patients,
25 visitors, and the public at large from similar tracking.

26 Class Counsel were able to achieve the Settlement due to considerable expertise
27 and experience in prosecuting and settling complex class actions. *See* Ex. K (Clarkson
28 Law Firm Resume); Ex. L (Almeida Law Group Resume). But for the commitment and

1 skill of Class Counsel, the relief achieved under the Settlement Agreement simply
2 would not have been possible.

3 **4. Lack of Objections by Class Members to Requested Fees Supports**
4 **the Requested Award**

5 Finally, the current lack of objections from the class to the fees requested further
6 demonstrates the reasonableness and fairness of the attorneys' fees request. *See, e.g.,*
7 *Garner v. State Farm Mut. Auto. Ins. Co., No. CV 08 1365 CW (EMC)*, 2010 WL
8 1687829, at *2 (N.D. Cal. Apr. 22, 2010) (noting "a single objection out of a sizeable
9 class, after notice, further demonstrates the reasonableness and fairness of Class
10 Counsels' request"); *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1043 (N.D.
11 Cal. 2008) ("The Court received objections from only 3 out of 57,630 potential Class
12 Members who received the notice. By any standard, the lack of objection of the Class
13 Members favors approval of the Settlement."). Class Counsel informed the Class,
14 through Plaintiffs' Preliminary Approval Motion and Notice, that Class Counsel
15 intended to seek up to 33% consistent of the common fund, consistent with the
16 Settlement. To date, there have been no objections to the anticipated fees' request, while
17 8,449 Settlement Class Members have made claims with an additional 271 claims
18 pending review. (CC Decl. ¶ 18). The Settlement Class's response has been
19 overwhelmingly positive (*Id.*) In summary, well-versed and experienced Class Counsel
20 have achieved an excellent result for the Settlement Class by investing significant
21 resources to take on significant risks to litigate complex issues, with no guarantee of
22 remuneration, such that a 33% award is warranted and consistent with the numerous
23 similar cases described *supra* at page 9 and *infra* at page 15 (collecting cases).

24 **C. Class Counsels' Lodestar Supports the Requested Fee Award.**

25 The requested fee is also appropriate under the lodestar cross check to confirm
26 the reasonableness of the fee. *See Philips v. Munchery Inc.*, No. 19-CV-00469-JSC,
27 2021 WL 326924, at *9 (N.D. Cal. Feb. 1, 2021). As the Ninth Circuit explained in *Van*
28

1 *Gerwen*, “[t]he lodestar amount is presumptively the reasonable fee amount, and thus a
2 multiplier may be used to adjust the lodestar amount upward or downward only in ‘rare’
3 and ‘exceptional’ cases, supported by both ‘specific evidence’ on the record and
4 detailed findings by the lower courts’ that the lodestar amount is unreasonably low or
5 unreasonably high.” *Van Gerwen v. Guarantee Mut. Life Co.*, 214 F.3d 1041, 1045 (9th
6 Cir. 2000). Here, Class Counsel’ negative multiplier (.49) strongly supports the finding
7 of reasonableness of Class Counsel’s requested fee.

8 **1. Class Counsel’s Hourly Rates Are Reasonable**

9 Under the lodestar method, a reasonable hourly rate “is the rate prevailing in the
10 community for similar work performed by attorneys of comparable skill, experience,
11 and reputation.” *Camacho v. Bridgeport Financial, Inc.*, 523 F.3d 973, 979 (9th Cir.
12 2008). Ordinarily, reasonable hourly rates are based on each attorney’s *current* hourly
13 rates. *Vizcaino*, 290 F.3d at 1051. The relevant community is the location where the
14 district court sits—here, the Central District of California. *Camacho*, 523 F.3d at 979.
15 Courts also consider billing rates in excess of prevailing market rates justified for
16 contingency fee work. *Hensley v. Eckerhart*, 461 U.S. 424, 448-449, n. 8 (1983)
17 (Brennan, J., concurring) (“Attorneys who take cases on contingency, thus deferring
18 payment of their fees until the case has ended and taking upon themselves the risk that
19 they will receive no payment at all, generally receive far more in winning cases than
20 they would if they charged an hourly rate. The difference, however, reflects the time-
21 value of money and the risk of nonrecovery usually borne by clients in cases where
22 lawyers are paid an hourly rate. . . . If the rate used in calculating the fee does not already
23 include some factor for risk or the time value of money, it ought to be enhanced by
24 some percentage figure.”).

25 Here, Class Counsel’s hourly rates are reasonable in light of their significant
26 experience, expertise, and skill in litigating complex privacy class actions. (CC Decl.
27 ¶¶ 46-48); see *Blum v. Stenson*, 465 U.S. 886, 895 n.11 (1984) (a prevailing market rate
28

1 is one “in line with those prevailing in the community for similar services by lawyers
2 of reasonably comparable skill, experience, and reputation”). Class Counsel’s
3 customary rates of \$425-\$660 for Associates, and \$980-\$1,270 for Partners and
4 Counsel, are in line with prevailing rates in this forum, have been regularly approved
5 by courts in this forum and other courts. *See, e.g., Hope Med. Enters., Inc. v. Fagrgon*
6 *Compounding Serv., LLC*, No. 219CV07748CASPLAX, 2022 WL 826903, at *3 (C.D.
7 Cal. Mar. 14, 2022) (finding rates “of \$895 to \$1,295 per hour for partners and counsel,
8 and between \$565 and \$985 for associates is reasonable within the legal community of
9 Los Angeles for attorneys of similar skill and experience”); *N.T.A.A. v. Nordstrom, Inc.*,
10 No. 221CV00398DDPAGRX, 2024 WL 1723524, at *4 (C.D. Cal. Apr. 19, 2024)
11 (finding rates between \$848 to \$1,364.70 for partners and senior counsel to be
12 reasonable). Class Counsel’s blended rate is approximately \$732 per hour, which is in
13 a range that has been found reasonable for attorneys. *See Coleman v. Newsom*, No. 2:90-
14 CV-0520-KJM-DBP, 2019 WL 525093, at *3 (E.D. Cal. Feb. 11, 2019) (court finding
15 that blended hourly rate of \$775 for attorneys employed by neutral expert was
16 reasonable).

17 Class Counsel’s fees have been approved by other federal and state courts. *See,*
18 *e.g., Moore v. GlaxoSmithKline Consumer Healthcare Holdings, LLC et. al.*, No. 4:20-
19 cv-09077-JSW, 2024 WL 4868182 (approving Clarkson’s fees and expenses, with the
20 hourly rates ranging from \$990-\$1,210 for partners, \$440-\$660 for associates, and \$360
21 for litigation support staff); *Kandel v. Dr. Dennis Gross Skincare, LLC*, No. 1:23-cv-
22 01967-ER, (S.D.NY October 31, 2024) (similar); *Moore v. GlaxoSmithKline Consumer*
23 *Healthcare Holdings US LLC* No. 4:20-cv-09077-JSW, 2024 WL 4868182 (N.D. Cal.
24 October 3, 2024) (similar); *Hezi v. Celsius Holdings, Inc.*, No. 1:21-CV-09892-JHR,
25 2023 WL 2786820 (S.D.N.Y. Apr. 5, 2023) (approving Clarkson’s fees and expenses
26 in 2023, with the hourly rates ranging between \$850 to \$1,100 for partners, \$425 to
27 \$775 for associates, and \$300 to \$365 for litigation support staff.).

2. Class Counsel's Hours Expended are Reasonable

From this case's inception to the present, a period of nearly two years, without consideration of the prelitigation investigation, Class Counsel recorded 779.1 hours litigating this matter. (CC Decl. ¶ 28). Because this was a contingency-fee case, Class Counsel had no incentive to spend unnecessary time on tasks. (*Id.* ¶ 9). The hours Class Counsel spent investigating and litigating the case were limited to that reasonably necessary to position the Class to succeed at class certification, on the merits at trial, in any subsequent appeals, and, ultimately, to achieve the exceptional settlement of Plaintiffs' and the Settlement Class's claims. Accordingly, the hours expended were reasonably and necessarily incurred. (*Id.*) Class Counsel has also broken down their time by types of tasks in their declaration, which provides additional information as to the appropriate time and resources dedicated to this case. (*Id.* ¶¶ 19-26).

3. Class Counsel's Negative Multiplier Further Supports the Requested Fees.

Using the reasonable hourly rates and hours expended in the course of this Litigation, Class Counsel's lodestar is \$621,520.50. (CC Decl. ¶¶ 20-28). (summary chart of Class Counsel's timekeepers disaggregated by number of hours, rate, and total fees). While in class actions, courts "routinely enhance" the lodestar through a multiplier, Class Counsel here seeks approximately half of the amount incurred, resulting in a negative multiplier of .49. This further supports the finding of reasonableness. *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994) ("[C]ourts have routinely enhanced the lodestar to reflect the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases."); *see also Moreno v. Capital Bldg. Maint. & Cleaning Serv.*, 2021 WL 4133860, at *6 (N.D. Cal. September 10, 2021) (awarding one-third of the common fund where there was a substantial negative multiplier); *Taylor v. Shutterfly, Inc.*, No. 5:18-CV-00266-BLF, 2021 WL 5810294, at *9 (N.D. Cal. Dec. 7, 2021) ("The fact that

[p]laintiff's counsel are seeking substantially less in fees than they reasonably incurred further demonstrates the reasonableness of the fee award") (collecting cases).

The Ninth Circuit has cautioned that the "25% benchmark rate, although a starting point for analysis, may be inappropriate in some cases." *Vizcaino*, 290 F.3d at 1048. This Court, and others in the Ninth Circuit, have also recognized that an award of attorneys' fees of 33% or more of the common fund may be reasonable where, as here, the common fund is under \$10 million. *See Craft v. Cnty. of San Bernardino*, 624 F. Supp. 2d 1113, 1127 (C.D. Cal. 2008) ("Cases of under \$10 Million will often result in fees above 25%."); *see also Tuttle v. Audiophile Music Direct, Inc.*, No. C22-1081JLR, 2023 WL 8891575 *15 (W.D. Wash. Dec. 26, 2023) (awarding approximately 35% of the total as attorneys' fees and costs, noting that while this "percentage is higher than the 25% benchmark, it is not so high . . . as to render the requested fee award unreasonable.") *Metrow v. Liberty Mut. Managed Care LLC*, No. 16-01133-JGB-KKX, 2018 WL 6265085, at *10 (C.D. Cal. June 14, 2018) (awarding 33% of \$1,200,000 common fund as attorneys' fees on account of results achieved, risk of litigation, skill required, and the contingent nature of the fee); *Hollis v. Union Pac. R.R. Co.*, No. 17-2449-JGB-SHKx, 2018 WL 6267342, at *8 (C.D. Cal. Sept. 19, 2018) (granting 33.33% attorneys' fees in \$1,083,965 common fund that included injunctive relief and a multiplier of 1.32); *Dobrosky v. Arthur J. Gallagher Serv. Co. LLC*, 2016 U.S. Dist. LEXIS 194559, at *23 (C.D. Cal. June 20, 2016) (granting request for one-third of attorneys' fees in class settlement with \$1,750,000 common fund) (collecting cases); *Bennett v. SimplexGrinnell LP*, No. 3:11-cv-01854-JST, 2015 WL 12932332, at *6 (N.D. Cal. Sept. 3, 2015) (38.8% of a \$4.9 million common fund).

Likewise, the negative multiplier "strongly suggests the reasonableness" of the requested fee. *Rosado v. Ebay Inc.*, No. 5:12-cv-04005-EJD, 2016 WL 3401987, at *8 (N.D. Cal. June 21, 2016); *see e.g., Marshall v. Northrop Grumman Corp.*, No. 2:16-

1 cv-06794-AB-JC, 2020 WL 5668935, at *7 (C.D. Cal. Sept. 18, 2020) (awarding one-
2 third of the fund where class counsel’s lodestar was greater than the requested award).

3 **D. Reimbursement of Litigation Costs is Warranted**

4 “Reasonable costs and expenses incurred by an attorney who creates or preserves
5 a common fund are reimbursed proportionately by those class members who benefit
6 from the settlement.” *Medoff v. Minka Lighting, LLC*, No. 2:22-CV-08885 -HDV, 2024
7 WL 5275593, at *2 (C.D. Cal. July 10, 2024) (citing *In re Media Vision Tech. Sec. Litig.*,
8 913 F. Supp. 1362, 1366 (N.D. Cal. 1996)). Here, the Litigation costs advanced by Class
9 Counsel in the amount of \$9,180.63 primarily consisting of mediation costs, filing fees,
10 service of process, and postage were necessary to effectively litigate the matter and
11 secure successful resolution. (CC Decl. ¶ 44). These types of costs are regularly
12 approved because they are reasonably necessary to case prosecution. *See, e.g., Pfeiffer*
13 *v. RadNet, Inc.*, No. 2:20-CV-09553-RGK-SK, 2022 WL 2189533, at *4 (C.D. Cal. Feb.
14 15, 2022) (court awarded attorneys reimbursement of “expenses such as filing fees,
15 service of process, online research, travel, photocopying, and fees for
16 mediation...[b]ecause these costs are the type that would customarily be billed to fee-
17 paying clients.”) (internal citation omitted).

18 **E. The Service Awards for the Named Plaintiffs are Warranted**

19 Class Counsel moves for \$2,500 in Service Awards for each Class Representative
20 (an aggregate of \$5,000) for their active participation and dedication to this litigation.
21 The proposed Service Awards are comparable to those awarded in recent data privacy
22 settlements. *See, e.g., In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, 2020 WL
23 4212811, at *1 (N.D. Cal. July 22, 2020), *aff’d*, 2022 WL 2304236 (9th Cir. June 27,
24 2022) (approving \$2,500 to \$7,500 awards in data breach case), *In re Advoc. Aurora*
25 *Health Pixel Litig.*, 740 F. Supp. 3d 736, 763-64 (E.D. Wis. 2024) (approving \$3,500
26 incentive award for each class representative in similar pixel health litigation
27 settlement). The proposed Class Representatives each understand their responsibilities
28

1 serving as a Class Representative, have participated in this Litigation from its inception,
2 spent time providing valuable information to Plaintiffs' Counsel in connection with
3 investigating and developing their claims in this action, reviewed and approved
4 documents including the Complaint and the Settlement Agreement, and dedicated
5 themselves to vigorously pursuing litigation on behalf of the putative class, including
6 committing and exposing themselves to the possibility of sitting for depositions and
7 testifying publicly at trial. (*See* Declarations of Plaintiffs B.K. and N.Z., ¶¶ 6-7). By
8 stepping forward and representing the Class, each Plaintiff risked exposing their own
9 highly sensitive and private medical information, with no certainty that anonymity
10 would shield them. *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009)
11 (holding that service awards are intended to "compensate class representatives for work
12 done on behalf of the class, to make up for financial or reputational risk undertaken in
13 bringing the action, and sometimes, to recognize their willingness to act as a private
14 attorney general.'").

15 Both Class Representatives contributed significantly to the prosecution of the
16 actions and were instrumental in reaching settlement. (*See* Declarations of Plaintiffs
17 B.K. and N.Z., ¶¶ 4-5). Both Class Representatives have remained heavily involved in
18 this Litigation, competently representing the interests of the Class. In discharging their
19 duties to the Class, B.K. and N.Z. routinely communicated with Class Counsel
20 concerning the actions; remained fully informed about case developments; reviewed the
21 various pleadings and motions filed in this action; reviewed documents related to the
22 case; closely monitored and actively participated in providing their authority in making
23 settlement offers; actively involved in settlement discussions during the mediation; and
24 carefully reviewed the settlement documents in order to understand and approve the
25 terms of the settlement and the benefits to the class. (B.K. & N.Z. Declarations. ¶¶ 4-5;
26 *see also*, *Campos*, 2022 WL 4099756, at *7, (C.D. Cal, August 15, 2022) (granting
27
28

incentive award of \$6,000 to single class representative where common fund was \$450,000)).

IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court approve their request for: (i) an award of reasonable attorneys' fees in the amount of \$288,750.00; (ii) reimbursement of reasonable and necessary litigation costs in the amount of \$9,180.63; and (iii) a \$2,500.00 Service Award for each of the Class Representatives, totaling \$5,000.00.

Respectfully submitted,

Dated: August 19, 2025

CLARKSON LAW FIRM, P.C.

/s/Yana Hart

Ryan J. Clarkson, Esq.

Yana Hart, Esq.

Bryan P. Thompson, Esq.

ALMEIDA LAW GROUP LLC

/s/ Matthew J. Langley

Matthew J. Langley, Esq.

Counsel for Plaintiffs & the Proposed Classes

CERTIFICATE OF COMPLIANCE

Pursuant to Local Rule 11-6.2, the undersigned counsel of record for Plaintiffs B.K., and N.Z. certifies that this brief contains eighteen (18) pages, which complies with the page limit set by Judge Jesus G. Bernal's Standing Order.

Dated: August 19, 2025

Respectfully submitted,

CLARKSON LAW FIRM, P.C.

/s/ Yana Hart

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Appointed Class Counsel

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

B.K., and N.Z., individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

EISENHOWER MEDICAL
CENTER,

Defendant.

Case No. 5:23-cv-02092-JGB-DTB

**JOINT DECLARATION OF
APPOINTED CLASS COUNSEL
YANA HART, BRYAN P.
THOMPSON, AND MATHEW J.
LANGLEY, IN SUPPORT OF
MOTION FOR ATTORNEYS' FEES
AND COSTS AND PLAINTIFFS'
SERVICE AWARDS**

Hearing Information

Date: October 20, 2025

Time: 9:00 a.m.

Location: Courtroom 1

Hon. Jesus G. Bernal

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024

JOINT DECLARATION OF APPOINTED CLASS COUNSEL YANA HART, BRYAN P.
THOMPSON, AND MATHEW J. LANGLEY, IN SUPPORT OF MOTION FOR ATTORNEYS'
FEES AND COSTS, AND PLAINTIFFS' SERVICE AWARDS

**JOINT DECLARATION OF PLAINTIFFS' COUNSEL YANA HART, BRYAN
P. THOMPSON, AND MATTHEW J. LANGLEY**

We, Yana Hart, Bryan P. Thompson, and Matthew J. Langley declare as follows:

1. We are attorneys retained as Plaintiffs' Counsel in this action. We respectfully submit this joint declaration in support of Plaintiffs' Motion for Attorneys' Fees and Costs, and Plaintiffs' Service Awards. Except with respect to our biographies or as otherwise noted, we each have personal knowledge of the facts set forth below and could testify competently to them if called upon to do so. If called as witnesses, we would and could competently testify to all facts within our personal knowledge set forth herein.

2. We submit this joint declaration, as opposed to individual declarations, for efficiency and to decrease relatively duplicate or similar filings before this Court.

3. I, Yana Hart, am a member in good standing of the bar of the State of California and duly licensed to practice before all courts of the State of California as well as other state and federal courts. I am a partner at Clarkson Law Firm, P.C. ("Clarkson"), leading the Data Privacy Litigation department at Clarkson Law Firm, and have litigated highly complex consumer actions for nearly a decade.

4. I, Bryan P. Thompson, am a member in good standing of the bar of the State of California and duly licensed to practice before all courts of the State of California as well as other state and federal courts. I am a Counsel at Clarkson, where my practice is focused on data privacy and complex consumer class actions, and have litigated highly complex consumer actions for over a decade.

5. I, Matthew J. Langley, am a member in good standing of the bar of the State of California and duly licensed to practice before all courts of the State of California as well as other state and federal courts. I am a partner at Almeida Law Group, LLC ("ALG"), and have litigated highly complex consumer actions for nearly a decade.

JOINT DECLARATION OF APPOINTED CLASS COUNSEL YANA HART, BRYAN P.
THOMPSON, AND MATHEW J. LANGLEY, IN SUPPORT OF MOTION FOR ATTORNEYS'
FEES AND COSTS, AND PLAINTIFFS' SERVICE AWARDS

1 **PROCEDURAL AND FACUTAL BACKGROUND**

2 6. This Litigation alleges that Defendant systematically violated the medical
3 privacy rights of its patients by exposing their highly sensitive personal information
4 without knowledge or consent to Meta and Google, via tracking and collection tools
5 surreptitiously enabled on Defendant's Website.¹

6 7. Prior to filing this Litigation, we conducted an independent investigation
7 into Eisenhower Medical Center's ("Eisenhower") use of the Pixel on its Website. We
8 did this by researching, reviewing, and analyzing publicly available information,
9 information related to the technical workings of Defendant's Websites and use of the
10 Pixel, and conducting thorough interviews with our clients. After performing a conflict
11 check and reviewing all online search tools and social media for information on our
12 clients, we also researched potential legal claims, analyzed the likelihood of success of
13 various claims, and gathered sufficient information to draft a detailed complaint against
14 Defendant. We conducted extensive background research on Defendant. We researched
15 its solvency, learned about the services it provides, the representations/confidentiality
16 statements that it makes, reviewed in detail its privacy policy, engaged third-party
17 services to verify the approximate number of users visiting Defendant's Website,
18 researched approximate number of Defendant's patients, researched its prior litigation
19 history and the extent of its relationship with Meta and Google.

20 8. We additionally gathered evidence to combat anticipated arguments and
21 defenses, including consent. For example, we investigated and analyzed disclosures and
22 contracts provided to patients and users of Defendant's Website, as well as other
23 contracts between Defendant and Meta and Google entities. We gathered additional
24 information and disclosures that third party companies like Meta and Google would

25
26 ¹ Unless otherwise indicated, all capitalized terms herein shall have the same meaning
27 assigned to them in the Settlement Agreement. (ECF No. 53-3).

1 have provided to Defendant and its related entities. We researched, reviewed and
2 analyzed Defendant's marketing efforts on social media, and investigated the extent of
3 information that was shared with third-party entities through tracking technologies on
4 Defendant's Website. We also researched consumer complaints and concerns related to
5 privacy of their medical information and reviewed court decisions from across the
6 country, affecting similar claims. Since this case has been filed, we have stayed current
7 on Defendant's use of the Pixel and other tracking technologies. We also reviewed and
8 analyzed Defendant's requirements to comply with HIPAA, and all relevant guidance
9 issued by governmental agencies regarding pixel tracking technology.

10 9. Based on our review of the facts and the applicable law, we agreed to take
11 the case on a contingency fee. We knew that the case would be an expert-driven lawsuit,
12 requiring input from qualified professionals including web forensic experts,
13 network/traffic analysts, software engineering experts, and/or data privacy specialists,
14 as well as damages experts to quantify the value of misused data. We also knew that
15 there would be a substantial risk of nonpayment given the fact that consumer cases can
16 be dismissed on pleadings challenges and there was a substantial risk at the class
17 certification stage given that this area of law, involving pixel technology, is still
18 developing. We strongly believed that the claims were meritorious, and our client was
19 highly credible.

20 10. We filed the case on October 12, 2023, in the U.S. District Court for the
21 Central District of California, alleging claims on behalf all U.S. residents. After this
22 case was filed, we dedicated substantial time and resources to advancing the Litigation
23 on behalf of the class. On December 15, 2023, Defendant moved to dismiss the
24 complaint. On February 29, 2024, the Court granted Defendant's Motion to Dismiss
25 with leave to amend eleven claims and without leave to amend Plaintiffs three claims
26 asserted under the Electronic Communications Privacy Act ("ECPA") and California
27 Invasion of Privacy Act ("CIPA"). We then filed a Motion for Reconsideration of Order
28

1 on Motion to Dismiss or in the Alternative for Leave to Amend which this Court granted
2 in part on April 11, 2024, allowing Plaintiffs to replead their ECPA claim and one of
3 their CIPA counts. Plaintiffs filed their First Amended Complaint on April 22, 2024.

4 **SETTLEMENT NEGOTIATION**

5 11. After filing the First Amended Complaint, we began engaging in arm's-
6 length settlement negotiations and agreed to attend a mediation. In advance of the
7 mediation, we requested, and Eisenhower provided, information and documents
8 regarding its use of tracking pixels on its website(s), the class size, and other relevant
9 information. After extensive discussions leading to the mediation, the parties
10 participated in a full-day mediation with Martin F. Scheinman, Esq. of Scheinman
11 Arbitration and Mediation Services on October 11, 2024.

12 12. Prior to the mediation, the parties also exchanged their positions on
13 liability, damages, and settlement. The full-day mediation resulted in a settlement in
14 principle.

15 13. For months following the mediation, we engaged in extensive negotiations
16 to finalize the comprehensive Settlement, ensuring that the outcome was both fair and
17 reasonable for the Class.

18 14. We engaged in extensive negotiations regarding the form and content of
19 the class notice, the terms governing its dissemination, and the notice process to ensure
20 we deliver the best notice practicable. To further safeguard the Class's interests, we
21 conducted a competitive bidding process among experienced notice administrators,
22 securing a plan that was both cost-efficient and effective. Through these efforts, we
23 successfully negotiated favorable terms and obtained reasonable costs for administering
24 the notice program, and maximizing the value of the Settlement to the Class.

25 15. After comprehensive negotiations and diligent efforts, we were able to
26 finalize the terms and exhibits, and the parties fully executed the Settlement Agreement
27

1 on February 18, 2025. A copy of the Settlement Agreement is attached hereto as **Exhibit**
2 **A.**

3 **CLASS ADMINISTRATION AND NOTICE**

4 16. We secured multiple bids from competing settlement administrators to
5 select the administrator best suited for this Settlement, and retained EAG Gulf Coast,
6 LLC, (“EAG”) as the Class Settlement Administrator.

7 17. We also prepared and drafted a Motion for Preliminary Approval, which
8 this Court granted. Thereafter, we coordinated with the Settlement Administrator to
9 ensure the notice is sent to class members promptly and in accordance with the Court’s
10 order. We also regularly review submissions and/or reports regarding class
11 administration process to ensure it is proceeding smoothly, analyze the claim rate, and
12 continue to communicate with representatives of EAG, and our clients.

13 18. At the time of this filing, there have been no objections and only seven
14 requests for exclusion. Additionally, 8,449 valid claims have been submitted so far,
15 with an addition 271 pending review by EAG. At the current claim rate, the estimated
16 pro rata award per class member is estimated at \$57.55.

17 19. All attorneys and support staff at Clarkson and ALG (“the Firms”) are
18 required to maintain detailed time records, consisting of contemporaneous logs, with
19 separate entries for the hours spent on specific tasks, indicating who performed the
20 work, and providing detailed descriptions of each task completed. The Firms do not use
21 “block billing,” and instead, maintain accurate time-keeping records allowing
22 supervising attorneys and/or partners to review everyone’s work. While working on this
23 matter, we kept contemporaneous time logs of all hours spent on each task, and each
24 task is depicted within a specific category, allowing us to review the work completed
25 on specific tasks within a certain time frame.

26 20. The attorneys and staff at Clarkson have spent a total of 423.6 hours
27 litigating this case. Below is a table reflecting the work completed by Clarkson attorneys

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and staff on this case, which were necessary to secure the Settlement reached in this case:

<u>Attorney/ Professional</u>	<u>Role</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Value</u>
Ryan Clarkson	Managing Partner	\$1,270	7.3	\$9,271.00
Yana Hart	Partner	\$980	132.6	\$129,948.00
Tiara Avanness	Associate	\$495	62.6	\$30,987.00
Valter Malkhasyan	Associate	\$425	45.10	\$19,167.50
Megan Berkowitz	Associate	\$400	28.5	\$11,400.00
Bryan Thompson	Counsel	\$1,075	60.2	\$64,715.00
Nestor Castillo	Paralegal	\$380	52.9	\$20,102.00
Jasmin Rodriguez	Paralegal	\$380	14.6	\$5,548.00
Danielle Murray	Paralegal	\$380	19.8	\$7,524.00
<u>TOTAL:</u>			<u>423.6 hours</u>	<u>\$298,662.50</u>

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21. The following chart lists the number of hours worked in each respective category of work completed:

Lodestar Category	Hours
Fact Investigation/Development	57
Case Management	57
Pleadings and Motions	211
Discovery	1.4
Settlement	59
Class Action Notice	38.2
Total:	423.6

22. Yana Hart dedicated a total of 132.6 hours to this case, totaling approximately \$129,948.00 lodestar. The following chart lists the number of hours worked on each respective category:

Yana Hart Fee Summary			
Lodestar Category	Hourly Rate	Hours	Lodestar
Fact Investigation/Development	\$980	45.1	\$44,198.00
Case Management	\$980	2.7	\$2,646.00
Pleadings and Motions	\$980	67.7	\$66,346.00
Discovery	\$980	-	-
Settlement	\$980	17.1	\$16,758.00
Class Action Notice	\$980		
Total:		132.6	\$129,948.00

23. Bryan Thompson dedicated a total of 60.2 hours to this case, totaling approximately \$62,672.50 lodestar. The following chart lists the number of hours worked on each respective category:

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Bryan Thompson Fee Summary			
Lodestar Category	Hourly Rate	Hours	Lodestar
Fact Investigation/Development	\$1075	1.3	\$752.50
Case Management	\$1075	4.2	\$4,515.00
Pleadings and Motions	\$1075	9.2	\$9,890.00
Discovery	\$1075	-	-
Settlement	\$1075	8.9	\$9,567.50
Class Action Notice	\$1075	36.6	\$37,947.50
Total:		60.2	\$62,672.50

24. The attorneys and staff at ALG have spent a total of 347.50 hours on litigating the above captioned case. Below is a table reflecting the work completed by ALG attorneys and staff on this case, which were necessary to secure the Settlement reached in this case:

<u>Attorney / Professional</u>	<u>Role</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Value</u>
David Almeida	Managing Partner	\$1,100	51.70	\$56,870.00
Matthew Langley	Partner	\$950	125.20	\$118,940.00
Elena Belov	Partner	\$825	63.10	\$ 52,057.50

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John Parker	Partner	\$1,100	55.50	\$ 61,050.00
Britany Kabakov	Senior Associate	\$600	59.00	\$ 35,400.00
Katy Liebhold	Paralegal	\$250	1.00	\$ 250.00
<u>Total</u>			<u>355.50</u>	<u>\$324,567.50</u>

25. The following chart lists the number of hours worked in each respective category:

Lodestar Category	Hours
Fact Investigation/Development	27.20
Case Management	55.40
Pleadings and Motions	144.08
Discovery	28.75
Settlement	81.80
Class Action Notice	18.27
Total:	355.50

26. Matthew Langley dedicated a total of 125.20 hours to this case, totaling approximately \$118,940 lodestar. The following chart lists the number of hours worked on each respective category:

Matthew Langley Fee Summary			
Lodestar Category	Hourly Rate	Hours	Lodestar
Case Management	\$950	4.7	\$4,465.00
Pleadings and Motions	\$950	41.20	\$39,140.00

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Discovery	\$950	21.15	\$20,092.50
Settlement	\$950	57.55	\$54,672.50
Class Action Notice	\$950	.6	\$570.00
Total:		125.20	\$118,940.00

27. All counsel's and staff's rates are based on their experience and skill required in performing the work.

28. The lodestar in this case is \$623,230. This represents \$298,662.50 billed by Clarkson for 423.6 hours of work and \$324,567.50 billed by ALG for 355.50 hours of work, for a total of 779.1 hours between both firms.

29. The fee amount sought represents 33% of the total Settlement Fund, and 49% of Class Counsels total lodestar (or negative multiplier of .49), which is well within the range approved by courts in this District in other similar cases. Courts in this District have found that a negative lodestar multiplier supports an inference that the fee request is reasonable. Other courts in this Circuit have found that a negative multiplier is indication that the fee sought is reasonable. *See Taylor v. Shutterfly, Inc.*, No. 5:18-cv-00266-BLF, 2021 WL 5810294, at *9 (N.D. Cal. Dec. 7, 2021) (holding that the "fact that Plaintiff's counsel are seeking substantially less in fees than they reasonably incurred further demonstrates the reasonableness of the fee award") (collecting cases).

30. The hours we have billed in this Litigation are reasonable, reflect the intensity with which issues raised by Defendant were disputed, and the amount of work necessary to litigate and resolve the matter, respond to Defendant's Motion to Dismiss, draft and litigate Plaintiffs' Motion for Reconsideration, draft and file Plaintiffs' First Amended Complaint, significant communications with Defendant's counsel, and

1 preparing for and participating in mediation as well as extensive negotiations after the
2 mediation.

3 31. We also anticipate that we will expend an estimated 30-50 additional hours
4 on this Litigation assisting Class Members in the Settlement claims process, responding
5 to Class Member inquiries, corresponding with EAG, drafting final approval motions,
6 exhibits, declarations, preparing for and attending the Final Approval Hearing, and
7 monitoring the distribution of claims & corresponding with Class Members post-final
8 approval.

9 32. This Litigation raised novel issues and Class Counsel expertly navigated
10 the complex and evolving legal terrain surrounding data privacy litigation, an area in
11 which precedent-setting decisions continue to emerge almost weekly.

12 33. Class Counsel faced a significant risk of non-payment given the contingent
13 nature of the fee arrangement. We understood when taking this case that if we were not
14 successful, we would not be compensated for our work. Cases like this, involving pixel
15 tracking technology, are still novel and with developing caselaw that increased the real
16 possibility of an unfavorable outcome. If Plaintiffs failed in their pursuit, we would not
17 have recovered anything and would have lost substantial funds expended in litigating
18 this action. We also devoted significant amounts of time to this case which prevented
19 us from taking on additional work or other cases, due to our engagement in this case

20 34. Based on each of our Firm's knowledge and experience, the hourly rates
21 charged by our Firm are within the range of market rates charged by attorneys of
22 equivalent experience, skill, and expertise. Our Firms' rates are based on the market
23 rates charged by attorneys in California, and are based on periodic review and
24 evaluation of: (a) litigating attorneys' fee applications; (b) discussions of fees charged
25 by other firms/attorneys practicing in similar areas of law; (c) declarations regarding
26 prevailing market rates filed by other attorneys seeking award of fees; and (d) attorneys'
27 fee applications and awards in other cases, as well as surveys and articles on attorneys'

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1 fees in legal newspapers and treatises. The information we have gathered shows that
2 Class Counsel's rates are in line with the *non-contingent* market rates charged by
3 attorneys of reasonably comparable experience, skill, and reputation for reasonably
4 comparable class action work. In fact, comparable hourly rates have been found
5 reasonable by various courts for reasonably comparable services, including:

- 6 a. *Kandel v. Dr. Dennis Gross Skincare, LLC*, No. 1:23-cv-01967-ER,
7 (S.D.N.Y. October 31, 2024), approving Clarkson's fees and costs in 2024,
8 with hourly rates ranging from \$935-\$1,210 for Partners, \$440-\$850 for
9 Associates, and \$360 for paralegals.
- 10 b. *Moore v. GlaxoSmithKline Consumer Healthcare Holdings US LLC* No.
11 4:20-cv-09077-JSW, 2024 WL 4868182 (N.D. Cal. October 3, 2024),
12 approving Clarkson's fees and expenses in 2024, with the hourly rates for
13 partners ranging from \$990 to \$1,210 for partners, \$440 to \$660 for
14 associates, and \$360 for litigation support staff.
- 15 c. *Hezi v. Celsius Holdings, Inc.*, No. 1:21-CV-09892-JHR, 2023 WL
16 2786820 (S.D.N.Y. Apr. 5, 2023), approving Clarkson's fees and expenses
17 in 2023, with the hourly rates ranging between \$850 to \$1,100 for partners,
18 \$425 to \$775 for associates, and \$300 to \$365 for litigation support staff.
- 19 d. *Jane Doe v. San Diego Fertility Center Medical Group, Inc.*, Case No. 37-
20 2024-00006118 (Cal. Super. Ct. July 18, 2025), approving ALG's fees and
21 costs with hourly rates ranging from \$835-\$715 for partners, \$415 for
22 associates and \$225 for litigation staff.
- 23 e. *In Re: Group Health Plan Litigation*, Case No. 23-cv-00267 (D. Minn.
24 July 9, 2025), approving ALG's fees with hourly rates for associates at
25 \$375 and partners up to \$1,200.
- 26 f. *In re Practice Resources, LLC Data Security Breach Litigation*, Case No.
27 6:22-cv-00890 (N.D.N.Y. June 11, 2025), approving ALG's fees with

1 hourly rates ranging from \$715-\$915 for partners, \$535 for associates, and
2 \$225 for litigation staff.

3 35. The reasonableness of our firms' hourly rates is also supported by several
4 surveys of legal rates, including the following:

5 a. On June 9, 2022, Bloomberg Law published an article examining the rapid
6 rise in billing rates for law firms in recent years, finding that rates rose by
7 roughly 40% from 2007 to 2020. This increase includes a surge of more
8 than 6% in 2020, followed by another 5.6% through November of 2021
9 among the nation's largest firms. The article noted that several top law
10 firms are currently billing at hourly rates in excess of \$2,000, with
11 individual attorneys billing at rates as high as \$2,465 per hour. A true and
12 correct copy of this article is attached hereto as **Exhibit B**.

13 b. A true and correct copy of the ALM Legal Intelligence NLJ Billing Survey
14 from 2014 is attached hereto as **Exhibit C**, reflecting billing rate averages
15 for partners as high as \$1,055 per hour and for associates as high as \$675
16 per hour in and around 2014.

17 c. In an article entitled "On Sale: The \$1,150-Per Hour Lawyer," written by
18 Jennifer Smith and published in the Wall Street Journal on April 10, 2013,
19 the author describes the rapidly growing number of lawyers billing at
20 \$1,150 or more revealed in public filings and major surveys. The article
21 also notes that in the first quarter of 2013, the 50 top-grossing law firms
22 billed their partners at an average rate between \$879 and \$882 per hour. A
23 true and correct copy of this article is attached hereto as **Exhibit D**.

24 d. In an article published April 16, 2012, the Am Law Daily described the
25 2012 Real Rate Report, an analysis of \$7.6 billion in legal bills paid by
26 corporations over a five-year period ending in December 2011. A true and
27 correct copy of that article is attached hereto as **Exhibit E**. That article

1 confirms that the rates charged by experienced and well-qualified attorneys
2 have continued to rise over this five-year period, particularly in large urban
3 areas like Los Angeles and New York. It also shows, for example that the
4 top quartile of lawyers bill at an average of “just under \$900 per hour.”

5 e. Similarly, on February 23, 2011, the Wall Street Journal published an on-
6 line article entitled “Top Billers.” A true and correct copy of that article is
7 attached hereto as **Exhibit F**. This article listed the 2010 and/or 2009
8 hourly rates for more than 125 attorneys, in a variety of practice areas and
9 cases, who charged \$1,000 per hour or more.

10 f. On February 22, 2011, the ALM’s Daily Report listed the 2006-2009
11 hourly rates of numerous San Francisco attorneys. A true and correct copy
12 of that article is attached hereto as **Exhibit G**.

13 g. The Westlaw CourtExpress Legal Billing Reports for May, August, and
14 December 2009 (a true and correct copy of which is attached hereto as
15 **Exhibit H**) show that as far back as 2009, attorneys with as little as 19
16 years of experience were charging \$800 per hour or more. Again, current
17 rates are significantly higher.

18 **SETTLEMENT**

19 36. Under the Settlement, Eisenhower has agreed to pay \$875,000 to establish
20 a non-reversionary Settlement Fund that will be used to provide all Class Members who
21 submit a valid claim with a *pro rata* cash payment, calculated in accordance with the
22 terms of the Settlement Agreement.

23 37. The common fund will also pay for Court approved Administrative
24 Expenses (including Notice and Settlement Administrative Expenses), Taxes, Service
25 Awards, and any attorneys’ fees and costs award by this Court.

26 38. The Settlement also provides the class with significant equitable relief: for
27 at least two years following final approval, Defendant shall not use Meta Pixel or
28

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1 Google Analytics tracking technology, absent prominent disclosures to its patients and
2 compliance with the applicable law. More so, under the Settlement, Defendant agreed
3 to create and maintain a Web Governance Committee that will monitor and assess the
4 implementation and use of analytics and advertising technologies on the Website to
5 evaluate whether such use is consistent with Defendant's mission and applicable law.

6 39. The Settlement confers substantial benefits to the class and accomplishes
7 one of Plaintiffs' main goals in this Litigation—to stop and prevent disclosure of
8 sensitive and/or private information and provide redress to individuals harmed by the
9 disclosure.

10 40. Class Counsel will share net attorneys' fees equally amongst themselves
11 in accordance with a joint prosecution agreement that the Plaintiffs' counsel have
12 signed, and Plaintiffs approved.

13 41. The Settlement provides for a Service Payment to Plaintiffs B.K. and N.Z.
14 of up to \$2,500 each for their services and efforts on behalf of the Class. (SA ¶ 59).

15 42. Class Counsel's clients have issued written approval of this arrangement
16 in signing the Settlement Agreement.

17 43. Notice of the Settlement has been sent to the Class Members through email
18 or postcard, with remailing where an address is invalid, and no objections have been
19 made so far.

20 44. Additionally, Class Counsel seeks reimbursement of reasonable litigation
21 costs, which were advanced by Class Counsel without any guarantee that they would
22 be reimbursed, in the amount of \$9,180.63. These expenses are reflected in the records
23 of Class Counsel and were necessary to prosecute this litigation. All expenses were
24 carefully and reasonably expended, and they reflect market rates for various categories
25 of expenses incurred. Expense items were billed separately, and such charges were not
26 duplicated in our Firms' billing rates.

27
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Clarkson Expenses

Item	Category	Total Cost
Postage	Demand letter	\$8.53
Filing Fees	Filing of complaint in U.S. District Court	\$402
Service of Process	Service of summons & complaint.	\$367.80
Mediation Fees	Mediation fees	\$7,500
Courtesy Copies	Delivery of Chambers copies re: Opposition to Motion to Dismiss	\$65.25
Courtesy Copies	Delivery of Chambers copies re: Motion to Reconsider	\$202.50
Courtesy Copies	Delivery of Chambers copies re: Plaintiff's reply to Motion to Reconsider	\$39.40
Courtesy Copies	Delivery of Chambers copies re: Preliminary Approval Motion	\$182.65
Total:		\$8,768.13

ALG Expenses

Item	Category	Amount
J. Ballard Legal Consultation	Legal Consultation	\$412.50
Total:		\$412.50

Total Clarkson Expenses	\$8,768.13
Total ALG Expenses	\$412.50
Total:	\$9,180.63

45. Class Counsel further seeks Service Awards of \$2,500 each to both Class Representatives in recognition of their active assistance to Class Counsel in prosecuting the Actions, for a total of \$5,000. The modest request for the Service Awards is reasonable and consistent with Service Awards in other cases throughout California.

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Class Representatives B.K. and N.Z. have provided the Declarations attached as Exhibits I and J.

EXPERIENCE AND TRAINING

46. **Yana Hart individually attests to matters set forth in this Paragraph:**

a. I graduated *summa cum laude* from Cabrini College in 2012, and as the Valedictorian of the Thomas Jefferson School of Law in 2015. For about a decade, I have represented plaintiffs in hundreds of cases, with the significant number in federal courts throughout the nation, and have overseen many complex privacy class actions.

b. I am now a partner at Clarkson, a national public interest law firm of 25 lawyers, where I oversee the Data Privacy Litigation department, spearheading cutting-edge privacy cases. My privacy experience is complemented by deep experience at every functional stage of the litigation process. I have litigated many complex consumer class actions nearly through trial, and also had successfully briefed appeals in both federal and state courts.²

² See e.g., *Gunaratna v. Dennis Gross Cosmetology LLC*, No. CV 20- 2311-MWF (GJSx), 2023 WL 5505052, at *24 (C.D. Cal. Apr. 4, 2023) (after arduous three-plus year litigation led by Ms. Hart, the court in granting a contentious class certification stated, “it is clear to the Court that [Ms. Hart along with her team] are experienced, knowledgeable, and competent; that they will zealously advocate on behalf of the class; and that they will dedicate substantial time and resources to litigating this action.”); *Kandel, et. al., v. Dr. Dennis Gross Skincare, LLC*, No. 1:23-cv-01967-ER (S.D.N.Y. 2024) (obtaining final approval on behalf of the nationwide class in a false labeling case resulting in a nearly 24% claims rate, and a recovery of 70% of an average purchase price of the products); *Prescod v. Celsius Holdings, Inc.*, No. 19STCV09321 2021 WL 5234499, at *27 (Aug. 2, 2021) (successfully opposing two appellate writs in favor of consumers resulting in a nationwide settlement before Hon. Kenneth Freeman); *Salazar v. Target Corporation*, 83 Cal.App.5th 571 (2022) (obtaining a reversal on appeal of an order sustaining a demurrer).

1 c. I regularly litigate data privacy cases involving disclosure of highly
2 sensitive medical, financial, and personal information. Examples of such cases include:

- 3 • *In Re: PowerSchool Holdings, Inc. And PowerSchool Group, LLC*
4 *Customer Security Breach Litigation*, 25-md-3149-BEN-MSB (S.D.
5 California, June 17, 2025) (Yana Hart appointed to Plaintiffs' Steering
6 Committee in nationwide data breach affecting 50 million students and 10
7 million teachers);
- 8 • *In re Laboratory Services Cooperative Data Breach Litigation*, 2:25-cv-
9 00685-BJR (W.D. Washington) (appointing Yana Hart to the Plaintiffs'
10 Steering Committee in multi-state medical data breach case);
- 11 • *G.E., et. al., v. STIIZY, Inc.*, Case 2:25-cv-00490-GW-SSC (C.D.
12 California, April 14, 2025) (appointed co-lead counsel in data breach
13 affecting hundreds of thousands of customers whose private information
14 was compromised in a cyberattack);
- 15 • *Baton et al. v. Ledger SAS et al.*, No. 21-17036, 2022 WL 17352192 (9th
16 Cir. 2022) (obtaining a reversal of a district court's dismissal of data breach
17 action on jurisdictional grounds, and subsequently obtaining a denial of a
18 motion to dismiss on the merits);
- 19 • *Jesse Jines v. California Cryobank, LLC*, Case 2:25-cv-02482 (C.D.
20 California, March 20, 2025) (Yana Hart appointed Interim Co-Lead
21 Counsel in medical data breach case);
- 22 • *Faulker, et al. v. MoneyGram Payment Systems, Inc. and MoneyGram*
23 *International, Inc.* Case 3:24-CV-2557-X (N.D. Texas, Feb. 12, 2025)
24 (Yana Hart appointed to the Plaintiffs' Executive Committee in a
25 consolidated action regarding a significant data breach);
- 26 • *In re Dropbox Sign Data Breach Litigation*, No. 4:24-cv-02637-JSW, Dkt.
27 41 (N.D. Cal. Oct. 9, 2024) (Yana Hart appointed as Co-Lead Class

Counsel in a data breach case involving disclosure of sensitive and private information);

- *Matthew Rouillard, et. al. v. SAG-AFTRA Health Plan*, 2:24-CV-10503-MEMF-JPR (C.D. California, February 25, 2025) (Yana Hart appointed as Co-Lead Class Counsel in a data breach case involving disclosure of sensitive and private health information);
- *M.M., et al. v. Los Angeles Unified School District*, No. 22STCV37822 (Super. Ct. L.A. County Feb. 28, 2023) (obtaining order overruling demurrer of vendor defendant as co-lead counsel in a data breach involving minors' medical and other sensitive records);
- *Saeedy, et al., v. Microsoft Corporation* (County of King, WA 2024) (litigating surreptitious tracking of users' internet browsing activity); and,
- *Hasson v. Comcast Cable Communications, LLC*, 2:23-cv-05039-JMY (E.D. Pa. 2023) (Clarkson is appointed to the Plaintiffs' executive committee of the MDL data breach involving disclosure of individuals' names, usernames, passwords, partial SSN, security questions and answers, and other PII).

d. A copy of Clarkson Law Firm's firm resume is attached hereto as **Exhibit K**.

e. I am also a frequent speaker at global and regional conferences and events, where I am invited to share insights on consumer protection and privacy issues.

f. I have and continue to zealously advocate a developed profile of privacy cases, ranging from data privacy, data misuse, unlawful data tracking, and data breaches, in addition to many other types of consumer class actions. Clarkson's breadth of experience in the prosecution of class actions, including data breach and privacy lawsuits such as this action, renders it adequate to represent the proposed Settlement Class.

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1 47. **Bryan P. Thompson individually attests as to matters set forth in this**
2 **Paragraph:**

3 a. I am a Counsel at Clarkson Law Firm, with a primary focus on data privacy
4 and consumer protection litigation. For over a decade, I have litigated complex
5 consumer class actions, including numerous data breach and data misuse cases
6 involving highly sensitive medical, financial, and personal information.

7 b. My experience in consumer privacy is extensive. I was appointed to the
8 Plaintiffs' Steering Committee ("PSC") for the *In Re: TikTok: In App Brower*
9 *Multidistrict Litigation* (MDL 2948-A, 24-cv-2110, N.D. Ill). In finding the committee
10 and Mr. Thompson's appointment to the committee sufficient, Judge Pallmeyer found
11 that "[a]ll of the proposed PSC members' written submissions and oral presentations
12 demonstrate that they are capable and experienced attorneys who will responsibly and
13 fairly represent all Plaintiffs in the putative classes." (*In Re: TikTok: In App Brower*
14 *Multidistrict Litigation*, ECF 2, pg. 2).

15 c. I was also heavily involved with the Plaintiff's Steering Committee in the
16 LastPass Data Breach litigation, *In re LastPass Data Security Incident Litigation*, 22-
17 cv-12047 (U.S. District Court of Massachusetts). While not formally appointed to the
18 PSC, I collaborated with the PSC on plaintiff vetting, assisted in drafting the
19 Consolidated Complaint, determining damages, reviewing Article III standing issues,
20 contributing to briefing, attending court hearings and all PSC meetings, and otherwise
21 working with lead counsel to efficiently advance the case.

22 d. I am a Certified Information Privacy Professional ("CIPP/US") through
23 the International Association of Privacy Professionals, the "gold standard" in the field
24 of data privacy rules and regulations. I regularly present continuing legal education
25 courses on consumer law and consumer protection litigation and have held leadership
26 positions in legal and consumer-focused groups, both locally and nationally. These
27 include serving as Illinois State Chair of the National Association of Consumer
28

Advocates, membership on the National Association of Consumer Advocates Ethics and Judicial Committees, Chair of the Chicago Bar Association Consumer Law Committee, appointments to the Illinois State Bar Association Committees on the Delivery of Legal Services, Section Council on Information and Privacy Security, and election to the Illinois State Bar Association Assembly. Since 2020, I have been recognized as a Super Lawyer “Rising Star” or “Super Lawyer” by *Chicago Magazine*.

e. I have served as counsel or lead counsel in hundreds of consumer protection cases, primarily focusing on federal and state statutes such as the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, state consumer fraud statutes, and other areas of commercial and consumer litigation, both individually and on a class-wide basis.

48. **Matthew J. Langley individually attests as to matters set forth in this Paragraph:**

a. I have been involved in dozens of class action lawsuits throughout the country, representing clients in a wide-range of claims, including data breach and privacy violations, state consumer fraud and deceptive business practices, false advertising and false labeling, the Electronics Communication Privacy Act, 18 U.S.C. § 2511(1) (“ECPA”), the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.* (“CMIA”), the California Invasion of Privacy Act, Cal. Penal Code § 630, *et. seq.* (“CIPA”), the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* (“CLRA”), the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* (“UCL”), the Telephone Consumer Protection Act, the Fair Credit Reporting Act, the Illinois Biometric Information and Privacy Act (“BIPA”), the Video Privacy Protection Act (“VPPA”).

b. I am also involved in a number of class actions brought in federal courts across the country involving data privacy where I serve as lead or co-counsel, including:

- *Reedy et al v. Everylywell, Inc.*, 1:24-cv-02713 (N.D. Ill.) (final approval granted in case involving tracking technology);
- *Allen v. Midwest Express Care*, 1:24-cv-05348 (N.D. Ill.) (involving tracking technology);
- *Begay v. NextCare Holdings LLC*, 2:24-cv-01685-DJH (D. Ariz.) (involving tracking technology);
- *Stegmeyer et al v. ABM Industries Incorporated et al.*, 1:24-cv-00394 (N.D. Ill.) (disclosure of information in violation of the Driver Privacy Protection Act (“DPPA”));
- *B.K. et al v. Eisenhower Medical Center et al.*, 5:23-cv-02092-JGB-DTB (C.D. Cal.) (involving tracking technology);
- *Buraga v. CDK Global, LLC*, 1:24-cv-05273 (N.D. Ill.) (data breach case);
- *Nick Gaige v. Exer Holding Company, LLC*, 2:24-cv-06099-SPG-AJR (N.D. Cal.) (involving tracking technology);
- *B.W. et al v. San Diego Fertility Center Medical Group, Inc. et al.*, 3:24-cv-00237-LL-BLM (S.D. Cal.) (involving tracking technology).

c. A copy of ALG’s firm resume is attached hereto as **Exhibit L**.

d. In sum, I have and continue to zealously advocate a developed profile of privacy cases, ranging from data privacy, data misuse, unlawful data tracking, and data breaches, in addition to many other types of consumer class actions. ALG’s breadth of experience in the prosecution of class actions, including data breach and privacy lawsuits such as this action, renders it adequate to represent the proposed Settlement Class.

e. This experience demonstrates that we are well-qualified to serve as Settlement Class Counsel in this matter along with co-counsel.

We declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

JOINT DECLARATION OF APPOINTED CLASS COUNSEL YANA HART, BRYAN P. THOMPSON, AND MATHEW J. LANGLEY, IN SUPPORT OF MOTION FOR ATTORNEYS’ FEES AND COSTS, AND PLAINTIFFS’ SERVICE AWARDS

1 Executed on August 19, 2025, in San Diego, California.

2
3 

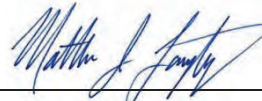
4 Yana Hart

5 Executed on August 19, 2025, in Chicago, Illinois.

6
7 

8 Bryan P. Thompson

9
10 Executed on August 19, 2025, in Chicago, Illinois.

11
12 

13 Matthew J. Langley

EXHIBIT A

B.K., et al. v. Eisenhower Medical Center

Case No. 5:23-cv-02092-JGB-DTB

Settlement Agreement

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ALMEIDA LAW GROUP LLC

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Tel: (916) 616-2936

Counsel for Plaintiffs and the Proposed Class

[Additional counsel listed on signature page]

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

B.K. and N.Z., individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

EISENHOWER MEDICAL CENTER,

Defendant.

Case No.: 5:23-cv-02092-JGB-DTB

SETTLEMENT AGREEMENT

Action Filed: 10/12/2023

1 This Settlement and Release Agreement (“Agreement” or “Settlement
2 Agreement”) is entered into by and between Eisenhower Medical Center (“EMC” or
3 “Defendant”) and B.K. and N.Z. (“Plaintiffs”), both individually and on behalf of the
4 Settlement Class, in the case of *B.K. and N.Z. v. Eisenhower Medical Center.*, No.
5 5:23-cv-02092-JGB-DTB, currently pending in the United States District Court for
6 the Central District of California (the “Litigation”). Defendant and Plaintiffs are each
7 referred to as a “Party” and are collectively referred to herein as “the Parties.”

8 **I. RECITALS**

9 1. EMC is a nonprofit healthcare organization that provides healthcare
10 services in California’s Coachella Valley.

11 2. The Litigation arises out of EMC’s use of web analytics technologies,
12 through which Plaintiffs allege EMC transmitted certain information about Plaintiffs
13 to third parties.

14 3. Defendant denies the claims asserted against it in the Litigation, denies
15 all allegations of wrongdoing and liability, and denies all material allegations of the
16 operative First Amended Class Action Complaint, filed on April 22, 2024
17 (“Complaint”).

18 4. Plaintiffs and Class Counsel believe that the legal claims asserted in the
19 Litigation have merit. Class Counsel have investigated the facts relating to the claims
20 and defenses alleged and the underlying events in the Litigation, have made a
21 thorough study of the legal principles applicable to the claims and defenses asserted
22 in the Litigation, and have conducted a thorough assessment of the strengths and
23 weaknesses of the Parties’ respective positions.

24 5. The Parties desire to settle the Litigation and all existing and potential
25 claims arising out of or related to the allegations or subject matter of the Complaint
26 and the Litigation on the terms and conditions set forth herein for the purpose of
27 avoiding the burden, expense, risk, and uncertainty of continuing the Litigation.
28

1 6. On October 11, 2024, Counsel for the Parties engaged in a mediation
2 before Martin F. Scheinman, Esq. of Scheinman Arbitration and Mediation Services
3 concerning a possible settlement of the claims asserted or that could have been
4 asserted in the Litigation. This mediation resulted in a settlement in principle, the
5 terms of which are reflected in this Settlement Agreement.

6 7. Plaintiffs and Class Counsel, on behalf of the Settlement Class, have
7 concluded, based upon their investigation, and taking into account the contested
8 issues involved, the expense and time necessary to prosecute the Litigation through
9 trial, the risks and costs associated with further prosecution of the Litigation, the
10 uncertainties of complex litigation, the desired outcome from continued litigation,
11 and the substantial benefits to be received pursuant to this Settlement Agreement,
12 that a settlement with Defendant on the terms set forth herein is fair and reasonable
13 and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Class
14 Counsel believe that the Settlement confers substantial benefits upon the Settlement
15 Class.

16 8. The Parties agree and understand that neither this Settlement
17 Agreement, nor the settlement it represents, shall be construed as an admission by
18 Defendant of any wrongdoing whatsoever, including an admission of a violation of
19 any statute or law or of liability on the claims or allegations in the Litigation or any
20 other similar claims in other proceedings, or that any such claims would be suitable
21 for class treatment.

22 9. The Parties, by and through their respective duly authorized counsel of
23 record, and intending to be legally bound hereby, agree that the Litigation, and all
24 matters and the claims in the Complaint, and all matters and claims potentially arising
25 out of or related to the allegations or subject matter of the Complaint and Litigation,
26 shall be fully, finally, and forever settled, and completely released, relinquished,
27 discharged, and compromised, on the merits and with prejudice, upon the following
28 terms and conditions.

II. DEFINITIONS

10. As used herein and in the related documents attached hereto as exhibits, the following terms have the meaning specified below:

a. “Administration Costs” include all reasonable costs related to carrying out the Notice Program and administering the claims and Settlement Fund distribution process.

b. “Attorneys’ Fees, Costs, and Expenses Award” means the amount of attorneys’ fees, expenses, and reimbursement of Litigation Costs awarded by the Court to Class Counsel.

c. “Claims Deadline” means the deadline for filing claims set at a date certain ninety (90) Days from the Notice Date, as set forth in Paragraph 43.

d. “Claim Form” means the form members of the Settlement Class must complete and submit on or before the Claims Deadline to be eligible for the benefits described herein, and substantially in the form of **Exhibit A** to this Settlement Agreement. The Claim Form shall require a sworn affirmation under penalty of perjury but shall not require a notarization or any other form of verification.

e. “Claims Period” means the period for filing claims up until a date certain ninety (90) Days from the Notice Date.

f. “Claimants” shall have the meaning given in Paragraph 33.

g. “Class Counsel” shall mean Ryan Clarkson, Yana Hart, and Tiara Avanness of Clarkson Law Firm, P.C., 22525 Pacific Coast Highway, Malibu, CA 90265-5807 and Matthew J. Langley of Almeida Law Group LLC, 249 W. Webster Ave., Chicago, IL 60614.

h. “Court” means the United States District Court for the Central District of California.

i. “Day(s)” means calendar days, but does not include the day of the act, event, or default from which the designated period of time begins to run. Further

1 and notwithstanding the above, when computing any period of time prescribed or
2 allowed by this Settlement Agreement, “Days” includes the last day of the period
3 unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period
4 runs until the end of the next day that is not a Saturday, Sunday, or federal legal
5 holiday.

6 j. “Defendant’s Counsel” means Paul G. Karlsgodt and Teresa C.
7 Chow of Baker & Hostetler LLP, located at 1801 California Street, Suite 4400,
8 Denver, CO, 80202-2662, and 1900 Avenue of the Stars, Suite 2700, Los Angeles,
9 CA 90067-4301, respectively.

10 k. “Effective Date” means the date defined in Paragraph 86 of this
11 Settlement Agreement.

12 l. “E-mail Notice” means the written notice that may be provided
13 via electronic mail, substantially in the form of **Exhibit B** to this Settlement
14 Agreement.

15 m. “Final” with respect to a judgment or order means that all of the
16 following have occurred: (i) the time expires for noticing any appeal; (ii) if there is
17 an appeal or appeals, completion, in a manner that finally affirms and leaves in place
18 the judgment or order without any material modification, of all proceedings arising
19 out of the appeal or appeals (including, but not limited to, the expiration of all
20 deadlines for motions for reconsideration, rehearing *en banc*, or petitions for review
21 and/or certiorari, all proceedings ordered on remand, and all proceedings arising out
22 of any subsequent appeal or appeals following decisions on remand); and (iii) if there
23 is an appeal or appeals, final dismissal of any appeal or appeals or the final dismissal
24 of any proceeding or proceedings on certiorari.

25 n. “Final Approval Hearing” means the hearing to determine
26 whether the Settlement should be given final approval and whether the applications
27 of Class Counsel for attorneys’ fees, costs, and expenses should be approved.
28

1 o. “Final Approval Order” means the order of the Court finally
2 approving this Settlement.

3 p. “Final Judgment” means the judgment in the Litigation, entered
4 in connection with the Settlement and Final Approval Order.

5 q. “Litigation” means the lawsuit entitled *B.K. and N.Z. v.*
6 *Eisenhower Medical Center*, No. 5:23-cv-02092-JGB-DTB, currently pending in the
7 United States District Court for the Central District of California, filed on October
8 12, 2023.

9 r. “Litigation Costs” means costs and expenses incurred by Class
10 Counsel in connection with commencing, prosecuting, mediating, settling the
11 Litigation, and obtaining an order of final judgment.

12 s. “Long-Form Notice” means the written notice that will be
13 provided on the Settlement Website substantially in the form of **Exhibit C** to this
14 Settlement Agreement.

15 t. “Named Plaintiff(s)” means Plaintiff(s), together and
16 individually.

17 u. “Notice and Claims Administration Costs” means all approved
18 costs incurred or charged by the Settlement Administrator in connection with
19 providing notice to members of the Settlement Class and administering the
20 Settlement. This does not include any separate costs incurred directly by Defendant
21 or any of Defendant’s attorneys, agents or representatives in this Litigation.

22 v. “Net Settlement Fund” means the amount of funds that remain in
23 the Settlement Fund after funds are paid from or allocated for payment from the
24 Settlement Fund for the following: (i) any taxes owed by the Settlement Fund, (ii)
25 any Administration Costs, (iii) any Service Awards approved by the Court, and (iv)
26 any Attorneys’ Fees, Costs, and Expenses Award approved by the Court.

27 w. “Notice Date” means a date no later than thirty (30) Days
28 following the Court’s entry of the Preliminary Approval Order, by which the Notice

1 Program shall commence, as set forth in Paragraph 43.

2 x. "Notice Program" means the notice program described in Section
3 VIII.

4 y. "Objection Deadline" shall mean the date sixty (60) Days from
5 the Notice Date.

6 z. "Opt-out Date" shall mean the date sixty (60) Days from the
7 Notice Date.

8 aa. "Parties" means Plaintiffs collectively and Defendant, and a
9 "Party" means one of the Plaintiffs or the Defendant.

10 bb. "Plaintiffs' Released Claims" means all claims and other matters
11 released in and by Section XVI of this Settlement Agreement.

12 cc. "Postcard Notice" means the written notice that may be provided
13 via United States Mail substantially in the form of **Exhibit D** to this Settlement
14 Agreement.

15 dd. "Preliminary Approval Date" means the date the Preliminary
16 Approval Order has been executed and entered by the Court.

17 ee. "Preliminary Approval Order" means the order certifying the
18 proposed Class for settlement purposes, preliminarily approving this Settlement
19 Agreement, approving the Notice Program, and setting a date for the Final Approval
20 Hearing, entered in a format the same as or substantially similar to that of the
21 Proposed Preliminary Approval Order attached hereto as **Exhibit E**.

22 ff. "Related Entities" means EMC's past or present parents,
23 subsidiaries, divisions, and related or affiliated entities of any nature whatsoever,
24 whether direct or indirect, as well as each of EMC's and these entities' respective
25 predecessors, successors, members, directors, officers, non-Settlement Class
26 Member employees, principals, agents, attorneys, providers, customers, insurers, and
27 reinsurers, and includes, without limitation, any person related to any such entity who
28 is, was, or could have been named as a defendant in this Litigation.

1 gg. “Released Claims” means all of Plaintiffs’ Released Claims and
2 Released Class Claims.

3 hh. “Released Class Claims” means all class claims and other matters
4 released in and by Section XVI of this Settlement Agreement.

5 ii. “Released Persons” means Defendant and the Related Entities,
6 and each of their present and former parents, subsidiaries, divisions, departments,
7 affiliates, predecessors, successors, assigns, insurers, and each of the foregoing’s
8 former or present directors, trustees, officers, non-Settlement Class Member
9 employees, representatives, agents, providers, consultants, advisors, attorneys,
10 accountants, partners, vendors, customers, insurers, reinsurers, and subrogees.

11 jj. “Settlement” means the settlement reflected by this Settlement
12 Agreement.

13 kk. “Settlement Administrator” means the class action settlement
14 administrator retained to carry out the notice plan and administer the claims and
15 settlement fund distribution process. After reviewing bids, the Parties, subject to
16 Court approval, have agreed to use EAG Gulf Coast LLC (“EAG”) as Settlement
17 Administrator in this matter.

18 ll. “Settlement Agreement” means this Settlement Agreement,
19 including releases and all exhibits hereto.

20 mm. “Settlement Class” means all identifiable individuals who logged
21 into the EMC MyChart patient portal, and/or submitted an online form and/or
22 scheduled a laboratory appointment on EMC’s public website
23 www.eisenhowerhealth.org (“Website”), in the time frame of January 1, 2019 to May
24 3, 2023. Excluded from the Class are EMC and its affiliates, parents, subsidiaries,
25 officers, and directors, as well as the judge(s) presiding over this matter and the clerks
26 of said judge(s). This exclusion does not apply, and should not be read to apply, to
27 otherwise eligible employees of EMC and its Related Entities who do not timely
28 submit valid notices of intent to opt out of being Settlement Class Members as

1 described in Section X below. To the best of EMC's knowledge, the Settlement Class
2 is comprised of approximately 190,392 members.

3 nn. "Settlement Class Member[s]" means all persons who are
4 members of the Settlement Class.

5 oo. "Settlement Fund" means the non-reversionary sum of Eight
6 Hundred Seventy-Five Thousand Dollars And No Cents (\$875,000.00), to be paid by
7 Defendant as specified in this Agreement, including any interest accrued thereon
8 after payment.

9 pp. "Settlement Website" means a dedicated website created and
10 maintained by the Settlement Administrator, which will contain relevant documents
11 and information about the Settlement, including this Settlement Agreement, the
12 Long-Form Notice, Postcard Notice, E-mail Notice, and the Claim Form, among
13 other things as agreed upon by the Parties and approved by the Court as required.

14 **III. CERTIFICATION OF THE SETTLEMENT CLASS**

15 11. For settlement purposes only, the Parties will request that the Court
16 certify the Settlement Class.

17 12. If this Settlement Agreement is terminated or disapproved, or if the
18 Effective Date should not occur for any reason, then the Parties' request for
19 certification of the Settlement Class will be withdrawn and deemed to be of no force
20 or effect for any purpose in this or any other proceeding.

21 **IV. THE SETTLEMENT FUND**

22 13. The Settlement Fund: Defendant agrees to make a payment of Eight
23 Hundred Seventy-Five Thousand Dollars and No Cents (\$875,000.00) and deposit
24 that payment into the Settlement Fund as follows: (i) reasonable anticipated
25 Administration Costs (the "Initial Payment") no later than thirty (30) Days after entry
26 of the Preliminary Approval Order; and (ii) the balance of the Settlement Fund—*i.e.*,
27 Eight Hundred Seventy-Five Thousand Dollars and No Cents (\$875,000.00) less the
28 amount of the Initial Payment—no later than thirty (30) Days after entry of the Final

1 Approval Order. For the avoidance of doubt, and for purposes of this Settlement
2 Agreement only, Defendant's liability shall not exceed Eight Hundred Seventy-Five
3 Thousand Dollars and No Cents (\$875,000.00), inclusive of Administration Costs;
4 attorneys' fees, costs, and expenses; and service awards to the Named Plaintiffs. The
5 timing set forth in this provision is contingent upon the receipt of a W-9 and payment
6 instructions from the Settlement Administrator for the Settlement Fund no later than
7 the date that the Preliminary Approval Order is entered. If Defendant does not
8 receive the W-9 and payment instructions by the date that the Preliminary Approval
9 Order is entered, the Initial Payment specified by this paragraph shall be made within
10 thirty (30) Days after EMC receives the W-9 and payment instructions.

11 14. Custody of the Settlement Fund: The Settlement Fund shall be deposited
12 in an appropriate trust account established by the Settlement Administrator but shall
13 remain subject to the jurisdiction of the Court until such time as the entirety of the
14 Settlement Fund is distributed pursuant to this Agreement or returned to those who
15 paid the Settlement Fund in the event this Agreement is voided, terminated, or
16 cancelled.

17 a. In the event this Agreement is voided, terminated, or cancelled
18 due to lack of approval from the Court or any other reason: (i) the Class
19 Representatives and Class Counsel shall have no obligation to repay to EMC any of
20 the Notice Program and Claims Administration Costs that have been paid or incurred
21 in accordance with the terms and conditions of this Agreement; (ii) any amounts
22 remaining in the Settlement Fund, including all interest earned on the Settlement
23 Fund net of any taxes, shall be returned to Defendant within ten (10) Days of the final
24 order denying approval of the Settlement; and (iii) no other person or entity shall
25 have any further claim whatsoever to such amounts. The Parties will cooperate in
26 good faith in an effort to obtain final approval of the Settlement including to reach
27 agreement on any modification to the Settlement necessary to obtain final approval.
28

1 15. Non-Reversionary: This Settlement is not a reversionary settlement. As
2 of the Effective Date, all rights of Defendant in or to the Settlement Fund shall be
3 extinguished, except in the event this Settlement Agreement is voided, cancelled, or
4 terminated, as described in Section XV of this Agreement. In the event the Effective
5 Date occurs, no portion of the Settlement Fund shall be returned to Defendant.

6 16. Use of the Settlement Fund: As further described in this Agreement, the
7 Settlement Fund shall be used by the Settlement Administrator to pay for: (i) any
8 taxes owed by the Settlement Fund, (ii) any Administration Costs; (iii) any Service
9 Awards approved by the Court, (iv) any Attorneys' Fees, Costs, and Expenses Award
10 as approved by the Court, and (v) any benefits to Settlement Class Members, pursuant
11 to the terms and conditions of this Agreement.

12 17. Financial Account: The Settlement Fund shall be an account established
13 and administered by the Settlement Administrator, at a financial institution
14 recommended by the Settlement Administrator and approved by Class Counsel and
15 Defendant's Counsel and shall be maintained as a qualified settlement fund pursuant
16 to Treasury Regulation § 1.468 B-1, et seq.

17 18. Payment/Withdrawal Authorization: No amounts may be withdrawn
18 from the Settlement Fund unless (i) expressly authorized by the Settlement
19 Agreement, or (ii) as may be approved by the Court.

20 19. Payments to Class Members: The Settlement Administrator, subject to
21 such supervision and direction of the Court and Class Counsel as may be necessary
22 or as circumstances may require, shall administer and oversee distribution of the Net
23 Settlement Fund to Claimants pursuant to this Agreement.

24 20. Treasury Regulations and Fund Investment: The Parties agree that the
25 Settlement Fund is intended to be maintained as a qualified settlement fund within
26 the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement
27 Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall
28 be responsible for filing tax returns and any other tax reporting for or in respect of

1 the Settlement Fund and paying from the Settlement Fund any taxes owed by the
2 Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a
3 qualified settlement fund from the earliest date possible and agree to any relation-
4 back election required to treat the Settlement Fund as a qualified settlement fund
5 from the earliest date possible. Any and all funds held in the Settlement Fund shall
6 be held in an interest-bearing account insured by the Federal Deposit Insurance
7 Corporation ("FDIC") at a financial institution determined by the Settlement
8 Administrator and approved by the Parties. Funds may be placed in a non-interest-
9 bearing account as may be reasonably necessary during the check clearing process.
10 The Settlement Administrator shall provide an accounting of any and all funds in the
11 Settlement Fund, including any interest accrued thereon and payments made pursuant
12 to this Agreement, upon request of any of the Parties.

13 21. Taxes: All taxes owed by the Settlement Fund shall be paid out of the
14 Settlement Fund, and shall be timely paid by the Settlement Administrator without
15 prior order of the Court. Further, the Settlement Fund shall indemnify and hold
16 harmless the Parties and their counsel for taxes (including, without limitation, taxes
17 payable by reason of any such indemnification payments). The Parties and their
18 respective counsel have made no representation or warranty with respect to the tax
19 treatment by any Class Representative or any Settlement Class Member of any
20 payment or transfer made pursuant to this Agreement or derived from or made
21 pursuant to the Settlement Fund. Each Class Representative and Settlement Class
22 Member shall be solely responsible for the federal, state, and local tax consequences
23 to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this
24 Agreement.

25 22. Limitation of Liability

26 a. Defendant and its counsel shall not have any responsibility for or
27 liability whatsoever with respect to (i) any act, omission, or determination of Class
28 Counsel, the Settlement Administrator, or any of their respective designees or agents,

1 in connection with the administration of the Settlement or otherwise; (ii) the
2 management, investment or distribution of the Settlement Fund; (iii) the formulation,
3 design, or terms of the disbursement of the Settlement Fund; (iv) the determination,
4 administration, calculation, or payment of any claims asserted against the Settlement
5 Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund;
6 or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in
7 connection with the taxation of the Settlement Fund or the filing of any returns.
8 Defendant also shall have no obligation to communicate with Settlement Class
9 Members and others regarding amounts paid under the Settlement.

10 b. The Class Representatives and Class Counsel shall not have any
11 liability whatsoever with respect to (i) any act, omission, or determination of the
12 Settlement Administrator, or any of their respective designees or agents, in
13 connection with the administration of the Settlement or otherwise; (ii) the
14 management, investment, or distribution of the Settlement Fund; (iii) the formulation,
15 design, or terms of the disbursement of the Settlement Fund; (iv) the determination,
16 administration, calculation, or payment of any claims asserted against the Settlement
17 Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund;
18 or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in
19 connection with the taxation of the Settlement Fund or the filing of any returns.

20 **V. EQUITABLE RELIEF**

21 23. Defendant shall create and maintain a Web Governance Committee to
22 assess the implementation and use of analytics and advertising technologies on the
23 Website to evaluate whether such use is consistent with Defendant's mission and
24 applicable law. While continuing to deny liability, Defendant agrees that for two (2)
25 years following final approval of the Settlement, Defendant shall not use the Meta
26 Pixel or Google Analytics source code on its Website unless the Web Governance
27 Committee makes the requisite determination under 45 CFR § 164.514(b)(1) and
28 Defendant makes an affirmative disclosure posted on the webpage(s) on its Website

1 that the tool(s) is/are being used on the Website, by name.

2 **VI. BENEFITS TO SETTLEMENT CLASS MEMBERS**

3 24. Settlement Class Members must submit a valid Claim Form in order to
4 receive a settlement benefit. Claims will be subject to review for completeness and
5 plausibility by the Settlement Administrator. For claims deemed invalid, the
6 Settlement Administrator will provide claimants an opportunity to cure in the manner
7 set forth below.

8 25. All Settlement Class Members who submit a valid claim form will
9 receive a *pro rata* share of the Net Settlement Fund, which will be paid in accordance
10 with Paragraph 16 above and Paragraph 35 below (“Cash Compensation”).

11 **VII. SETTLEMENT ADMINISTRATION**

12 26. All agreed upon Administration Costs for the Settlement will be paid
13 from the Net Settlement Fund.

14 27. The Parties agreed to solicit, and did solicit, competitive bids for
15 settlement administration, to rely upon e-mail addresses to the extent possible, and
16 mailing addresses as set forth in Paragraph 43, in order to contain the Administration
17 Costs while still providing effective notice to the Settlement Class Members.

18 28. The Settlement Administrator will provide written notice of the
19 Settlement terms to all Settlement Class Members as follows: (i) the E-mail Notice
20 via the most recent e-mail address associated with the Settlement Class Member in
21 EMC’s records; and (ii) if there is no valid e-mail address, the Postcard Notice via
22 United States Mail to the most recent mailing address associated with that Settlement
23 Class Member in EMC’s records.

24 29. The Settlement Administrator will cause the Notice Program to be
25 effectuated in accordance with the terms of the Settlement Agreement and any orders
26 of the Court. The Settlement Administrator may request the assistance of the Parties
27 to facilitate providing notice and to accomplish such other purposes as may be
28 approved by both Class Counsel and Defendant’s Counsel. The Parties shall

1 reasonably cooperate with such requests.

2 30. The Settlement Administrator will administer the claims process in
3 accordance with the terms of the Settlement Agreement and any additional processes
4 agreed to by both Class Counsel and Defendant's Counsel, subject to the Court's
5 supervision and direction as circumstances may require.

6 31. To make a claim, a Settlement Class Member must complete and submit
7 a valid, timely, and sworn Claim Form. The Claim Form shall be submitted online
8 at the Settlement Website or via mail to the Settlement Administrator.

9 32. The Settlement Administrator will review and evaluate each Claim
10 Form, including any required documentation submitted, for validity, timeliness, and
11 completeness.

12 33. If, in the determination of the Settlement Administrator, the Settlement
13 Class Member submits a timely but incomplete or inadequately supported Claim
14 Form, the Settlement Administrator shall give the Settlement Class Member notice
15 of the deficiencies, and the Settlement Class Member shall have twenty-one (21)
16 Days from the date of the written notice to cure the deficiencies. The Settlement
17 Administrator will provide notice of deficiencies concurrently to Defendant's
18 Counsel and Class Counsel. If the defect is not cured within the 21- Day period, then
19 the Claim will be deemed invalid. All Settlement Class Members who submit a valid
20 and timely Claim Form, including a Claim Form deemed defective but timely cured,
21 shall be considered "Claimants."

22 34. The Settlement Administrator will maintain records of all Claim Forms
23 submitted until three hundred and sixty (360) Days after entry of the Final Judgment.
24 Claim Forms and supporting documentation may be provided to the Court upon
25 request and to Defendant, Class Counsel and Defendant's Counsel to the extent
26 necessary to resolve claims determination issues pursuant to this Settlement
27 Agreement. Class Counsel or the Settlement Administrator will provide other reports
28 or information that the Court may request or that the Court or Defendant's Counsel

1 may reasonably require.

2 35. Subject to the terms and conditions of this Settlement Agreement, no
3 later than thirty (30) Days after the Effective Date, the Settlement Administrator shall
4 make a digital or electronic payment, or issue a check by mail ("Claim Payment") to
5 each Claimant for their *pro rata* share of the Net Settlement Fund, in accordance with
6 the following distribution procedures:

7 a. The Settlement Administrator shall utilize the Net Settlement
8 Fund to make all Cash Compensation payments as described in Paragraphs 24 and
9 25. The amount of each Cash Compensation payment shall be calculated by dividing
10 the Net Settlement Fund by the number of valid claims for Cash Compensation.

11 36. Each Claim Payment shall be direct deposited to the bank account
12 provided by the Claimant on his or her Claim Form, or by other electronic means
13 provided by the Claimant on his or her Claim Form. Settlement Class Members may
14 also elect to receive payment by physical check.

15 37. To the extent any monies remain in the Net Settlement Fund more than
16 one hundred twenty (120) Days after the issuance of Claim Payments to the
17 Claimants, the parties will discuss if second distribution to the Court-approved
18 Claimants is feasible and, if not, they will propose a *cy pres* recipient.

19 38. For any Claim Payment returned to the Settlement Administrator as
20 undeliverable, the Settlement Administrator shall make reasonable efforts to find
21 valid electronic payment information and resend the Claim Payment within thirty
22 (30) Days after the payment is returned to the Settlement Administrator as
23 undeliverable. The Settlement Administrator shall only make one attempt to resend
24 a Claim Payment.

25 39. Except as expressly set forth herein, no portion of the Net Settlement
26 Fund shall revert or be repaid to Defendant after the Effective Date. Any residual
27 funds remaining in the Net Settlement Fund, after all payments and distributions are
28 made pursuant to the terms and conditions of this Agreement shall be distributed

1 according to the provisions outlined in Paragraph 37.

2 **VIII. NOTICE TO SETTLEMENT CLASS MEMBERS**

3 40. The Parties agree the following Notice Program provides reasonable
4 notice to the Settlement Class.

5 41. Direct Notice shall be provided to Settlement Class Members via the
6 most recent e-mail address associated with each Settlement Class Member in EMC's
7 records or, if no e-mail address is available, via United States mail to such Settlement
8 Class Members' most recent mailing address in EMC's records.

9 42. Within fifteen (15) Days of entry of the Preliminary Approval Order,
10 Defendant shall provide the Settlement Administrator with the names and the most
11 recent e-mail address and/or mailing address associated with each Settlement Class
12 Member for the Settlement Class Members (the "Class List"). The Settlement
13 Administrator shall perform an email cleanse and skip trace of the Class List prior to
14 sending the E-mail Notice or Postcard Notice.

15 43. No later than the Notice Date, which shall be within thirty (30) Days
16 following entry of the Preliminary Approval Order, the Settlement Administrator
17 shall provide the E-Mail Notice via the most recent e-mail address associated with
18 each Settlement Class Member's in EMC's records("E-Mail Population"). If there
19 is no e-mail address on record for a Settlement Class Member, the Settlement
20 Administrator shall mail the Postcard Notice, attached as **Exhibit D**, to the
21 Settlement Class Member's most recent mailing address in EMC's records ("Mail
22 Population"). For those e-mails to the E-Mail Population that bounce back, the
23 Settlement Administrator shall promptly perform an in-depth search for a valid e-
24 mail address and resend the E-Mail Notice to that updated e-mail address. If any
25 Postcard Notice to the Mail Population is returned to the Settlement Administrator
26 with a forwarding address, it will be automatically re-mailed to the updated address.
27 If the Postcard Notice is returned without a forwarding address, it will be sent through
28 an advanced address search process in an effort to find a more current address for the

1 record. If an updated address is obtained through the advanced search process, the
2 Settlement Administrator will re-mail the Postcard Notice to the updated address. In
3 addition, Notice will be disseminated through the Settlement Website.

4 44. No later than thirty (30) Days following entry of the Preliminary
5 Approval Order, and prior to sending the E-Mail Notice or postcard notice to all
6 Settlement Class Members, the Settlement Administrator will create a dedicated
7 Settlement Website. The Settlement Website will include a toll-free telephone
8 number and mailing address through which the Settlement Administrator can be
9 contacted. The Settlement Administrator shall cause the Complaint, Long-Form
10 Notice, E-mail Notice, Postcard Notice, Claim Form, this Settlement Agreement, and
11 other relevant settlement and court documents to be available on the Settlement
12 Website. Any other content proposed to be included or displayed on the Settlement
13 Website shall be approved in advance by Class Counsel and Defendant's Counsel,
14 which approval shall not be unreasonably withheld.

15 45. Claimants shall submit their claims via the Settlement Website.

16 46. The Settlement Website shall be maintained from the Notice Date until
17 at least sixty (60) Days after the Claims Deadline has passed.

18 47. Claim Forms shall be returned or submitted to the Settlement
19 Administrator online or be forever barred unless such claim is otherwise approved
20 by the Court at the Final Approval Hearing, for good cause shown as demonstrated
21 by the applicable Settlement Class Member.

22 48. Prior to the Final Approval Hearing, the Settlement Administrator shall
23 provide to Class Counsel to file with the Court, an appropriate affidavit or declaration
24 from the Settlement Administrator concerning compliance with the Court-approved
25 Notice Program.

26 **IX. OBJECTIONS TO THE SETTLEMENT**

27 49. Any Settlement Class Member who wishes to object to the proposed
28 Settlement Agreement must file with the Court and serve a written objection(s) to the

1 Settlement ("Objection(s)") on the Settlement Administrator, at the address set forth
2 in the Long-Form Notice.

3 50. Each Objection must (i) set forth the Settlement Class Member's full
4 name, current address, telephone number, and email address; (ii) contain the
5 Settlement Class Member's original signature; (iii) contain proof that the Settlement
6 Class Member is a member of the Settlement Class (*e.g.*, copy of settlement notice
7 or confirmation of online form submission or laboratory appointment scheduling);
8 (iv) state that the Settlement Class Member objects to the Settlement, in whole or in
9 part; (v) set forth a statement of the legal and factual basis for the Objection; (vi)
10 provide copies of any documents that the Settlement Class Member wishes to submit
11 in support of his/her position; (vii) identify all counsel representing the Settlement
12 Class Member, if any; (viii) contain the signature of the Settlement Class Member's
13 duly authorized attorney or other duly authorized representative; and (ix) contain a
14 list, including case name, court, and docket number, of all other cases in which the
15 objector and/or the objector's counsel has filed an objection to any proposed class
16 action settlement.

17 51. Objections must be filed with the Court and served on the Settlement
18 Administrator no later than the Objection Deadline. The Objection Deadline shall be
19 included in the Long-Form Notice.

20 52. Class Counsel and Defendant's Counsel may, but need not, respond to
21 the Objections, if any, by means of a memorandum of law served prior to the Final
22 Approval Hearing.

23 53. An objecting Settlement Class Member has the right, but is not required,
24 to attend the Final Approval Hearing. If an objecting Settlement Class Member
25 intends to appear at the Final Approval Hearing, either with or without counsel, he
26 or she must also notify the Court (as well as Class Counsel and Defendant's Counsel)
27 by the Objection Deadline.

1 a. If the objecting Settlement Class Member intends to appear at the
2 Final Approval Hearing through counsel, he or she must also identify the attorney(s)
3 representing the objecting Settlement Class Member who will appear at the Final
4 Approval Hearing and include the attorney(s) name, address, phone number, e-mail
5 address, state bar(s) to which counsel is admitted, as well as associated state bar
6 numbers in his or her Objection.

7 b. Any Settlement Class Member who fails to timely file and serve
8 an Objection and notice, if applicable, of his or her intent to appear at the Final
9 Approval Hearing in person or through counsel pursuant to this Settlement
10 Agreement, as detailed in the Long-Form Notice, and otherwise as ordered by the
11 Court, shall not be permitted to appear and be heard at the Final Approval Hearing,
12 but such Settlement Class Member's written Objection may be considered by the
13 Court in ruling on any motion for final approval.

14 54. Any Settlement Class Member who does not submit a timely Objection
15 in complete accordance with this Settlement Agreement and the Long-Form Notice,
16 or as otherwise ordered by the Court, shall not be treated as having filed a valid
17 Objection to the Settlement, shall forever be barred from raising any objection to the
18 Settlement, and shall be foreclosed from seeking any review of the Settlement or the
19 terms of the Settlement Agreement by appeal or other means.

20 **X. OPT OUT PROCEDURES**

21 55. Each Settlement Class Member wishing to opt out of the Settlement
22 Class shall individually sign and timely submit written notice of such intent to the
23 address set forth in the Long-Form Notice. To be effective, written notice: (a) shall
24 be postmarked no later than the Opt-Out Date; (b) shall state the name, address, and
25 telephone number of the Settlement Class Member seeking exclusion; (c) shall be
26 physically signed by the Settlement Class Member seeking exclusion; and (d) must
27 contain a statement to the effect that "I hereby request to be excluded from the
28 proposed Settlement Class in *B.K. et al. v. Eisenhower Medical Center*, No. 5:23-cv-

1 02092-JGB-DTB (C.D. Cal).” Any person who submits a valid and timely exclusion
2 request shall not (i) be bound by any orders or Judgment entered in the Actions, (ii)
3 be entitled to relief under this Agreement, or (iii) be entitled to object to any aspect
4 of this Agreement. No person may request to be excluded from the Settlement Class
5 through “mass” or “class” opt-outs.

6 56. All Settlement Class Members who submit valid and timely notices of
7 their intent to opt out of the Settlement Class, as set forth in Paragraph 55 above,
8 referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound
9 by the terms of this Settlement Agreement. All Persons falling within the definition
10 of the Settlement Class who do not opt-out of the Settlement Class in the manner set
11 forth in Paragraph 55 above shall be bound by the terms of this Settlement Agreement
12 and Judgment entered thereon.

13 57. The notice of intent to opt out and Objection procedures shall be detailed
14 in plain language in the Long Form Notice and on the Settlement Website.

15 **XI. ATTORNEYS’ FEES, COSTS, EXPENSES, AND SERVICE**
16 **AWARDS**

17 58. Class Counsel intends to seek reimbursement of their reasonable
18 attorneys’ fees and costs not to exceed Two Hundred and Eighty-Eight Thousand,
19 Seven Hundred and Fifty Dollars and No Cents (\$288,750.00) or thirty-three percent
20 (33%) of the total value of the Settlement Fund for attorneys’ fees, plus reasonable
21 documented costs and expenses up to Twenty Thousand Dollars and No Cents
22 (\$20,000.00) incurred in prosecuting the Litigation. Class Counsel’s attorneys’ fees,
23 costs, and expenses awarded by the Court shall be paid no later than thirty (30) Days
24 after entry of the Final Approval Order, notwithstanding any appeals or any other
25 proceedings which may delay the Effective Date of the Settlement. For the avoidance
26 of doubt, the Court-approved amount of any attorneys’ fees, costs, and expenses shall
27 be paid from the Settlement Fund. The Parties did not discuss or agree upon payment
28 of attorneys’ fees and costs until after they agreed on all materials terms of relief to

1 the Settlement Class.

2 59. Class Counsel shall request the Court to approve a service award of Two
3 Thousand, Five Hundred Dollars and No Cents (\$2,500.00) for each of the named
4 Plaintiffs, B.K. and N.Z., which award is intended to recognize Plaintiffs for their
5 efforts in the litigation and commitment on behalf of the Settlement Class ("Service
6 Award(s)"). If approved by the Court, the Service Awards will be paid no later than
7 thirty (30) Days after entry of the Final Approval Order. For the avoidance of doubt,
8 the Court approved amount for any Service Awards shall be paid from the Settlement
9 Fund. The Parties did not discuss or agree upon payment of service awards until after
10 they agreed on all materials terms of relief to the Settlement Class.

11 60. Class Counsel will file applications with the Court for the requested
12 Service Awards and attorneys' fees, costs, and expenses no later than fourteen (14)
13 Court Days prior to the Objection Deadline.

14 61. The Parties agree that the Court's approval or denial of any request for
15 the Service Awards or attorneys' fees are not conditions to this Settlement Agreement
16 and are to be considered by the Court separately from final approval, reasonableness,
17 and adequacy of the settlement. Any reduction to the Service Awards or award of
18 attorneys' fees, costs, or expenses shall not operate to terminate or cancel this
19 Settlement Agreement.

20 **XII. NOTICES**

21 62. All notices to the Parties required by the Settlement Agreement shall be
22 made in writing and communicated by mail to the following addresses:

23 ///

24 ///

25 ///

1 All notices to Class Counsel or Plaintiffs shall be sent to:

2 Ryan J. Clarkson
3 Yana A. Hart
4 Tiara Avanness
5 **CLARKSON LAW FIRM, P.C.**
6 22525 Pacific Coast Highway
7 Malibu, CA 90265-5807
8 Telephone: 213.788.4050
9 Facsimile: 213.788.4070
10 Email: *rclarkson@clarksonlawfirm.com*
11 *yhart@clarksonlawfirm.com*
12 *tavaness@clarksonlawfirm.com*

13 *and*

14 Matthew J. Langley
15 **ALMEIDA LAW GROUP LLC**
16 849 W. Webster Avenue
17 Chicago, Illinois 60614
18 Telephone: 312.576.3024
19 Email: *matt@almeidalawgroup.com*

20 All notices to Defendant's Counsel or Defendant shall be sent to:

21 Paul G. Karlsgodt
22 **BAKER & HOSTETLER LLP**
23 1801 California Street, Suite 4400
24 Denver, Colorado, 80202-2662
25 Telephone: 303.861.0600
26 Facsimile: 303.861.7805
27 Email: *PKarlsgodt@bakerlaw.com*

28 *and*

1 Teresa C. Chow
2 **BAKER & HOSTETLER LLP**
3 1900 Avenue of the Stars, Suite 2700
4 Los Angeles, CA 90067-4508
5 Telephone: 310.820.8800
6 Facsimile: 310.820.8859
7 Email: *tchow@bakerlaw.com*

63. Other than attorney-client communications or communications
otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly
provide to each other copies of comments, Objections, or other documents or filings
received from a Settlement Class Member as a result of the Notice Program.

XIII. SETTLEMENT APPROVAL PROCESS

64. After execution of this Settlement Agreement, the Parties shall promptly move the Court to enter the Preliminary Approval Order, which:

- a. Preliminarily approves this Settlement Agreement;
- b. Provisionally certifies the Settlement Class;
- c. Finds the proposed settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class;
- d. Finds the Notice Program constitutes valid, due, and sufficient notice to the Settlement Class Members, and constitutes the best notice practicable under the circumstances, complying fully with the requirements of the laws of California, the United States, the Constitution of the United States, and any other applicable law and that no further notice to the Class is required beyond that provided through the Notice Program;
- e. Appoints the Settlement Administrator;
- f. Directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
- g. Approves the Claim Form and directs the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;
- h. Approves the Objection procedures as outlined in this Settlement Agreement;
- i. Schedules a Final Approval Hearing to consider the final approval, reasonableness, and adequacy of the proposed settlement and whether it should be finally approved by the Court; and
- j. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

XIV. FINAL APPROVAL HEARING

65. The Parties will recommend that the Final Approval Hearing shall be scheduled no earlier than one hundred thirty (130) Days after the entry of the Preliminary Approval Order.

66. The Parties may file a response to any objections and a Motion for Final Approval no later than fourteen (14) Court Days prior to the Final Approval Hearing.

67. Any Settlement Class Member who wishes to appear at the Final Approval Hearing, whether pro se or through counsel, must, by the Objection Deadline, either mail, hand-deliver, or e-mail to the Court or file a notice of appearance in the Litigation, take all other actions or make any additional submissions as may be required in the Long-Form Notice, this Settlement Agreement, or as otherwise ordered by the Court, and serve that notice and any other such pleadings to Class Counsel and Defendant's Counsel as provided in the Long-Form Notice.

68. The Parties shall ask the Court to enter a Final Approval Order and Judgment which includes the following provisions:

a. A finding that the Notice Program fully and accurately informed all Settlement Class Members entitled to notice of the material elements of the settlement, constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice, and complies fully with the laws of California, the United States Constitution, and any other applicable law;

b. A finding that after proper notice to the Class, and after sufficient opportunity to object, no timely objections to this Settlement Agreement have been made, or a finding that all timely objections have been considered and denied;

c. Approval of the settlement, as set forth in the Settlement Agreement, as fair, reasonable, adequate, and in the best interests of the Class, in all respects, finding that the settlement is in good faith, and ordering the Parties to perform the Settlement in accordance with the terms of this Settlement Agreement;

1 d. A finding that neither the Final Judgment, the settlement, nor the
2 Settlement Agreement shall constitute an admission of liability by any of the Parties,
3 or any liability or wrongdoing whatsoever by any Party;

4 e. A finding that Plaintiffs shall, as of the entry of the Final
5 Judgment, conclusively be deemed to have fully, finally, and forever completely
6 released, relinquished, and discharged the Released Persons from the Plaintiffs'
7 Released Claims;

8 f. A finding that all Settlement Class Members, excluding Opt-
9 Outs, shall, as of the entry of the Final Judgment, conclusively be deemed to have
10 fully, finally, and forever completely released, relinquished, and discharged the
11 Released Persons from the Released Class Claims; and

12 g. A reservation of exclusive and continuing jurisdiction over the
13 Litigation and the Parties for the purposes of, among other things, (i) supervising the
14 implementation, enforcement, construction, and interpretation of the Settlement
15 Agreement, the Preliminary Approval Order, and the Final Judgment; and (ii)
16 supervising the administration and distribution of the relief to the Settlement Class
17 and resolving any disputes that may arise with regard to the foregoing.

18 69. The Parties agree to bear their own attorneys' fees, costs, and expenses
19 not otherwise awarded in accordance with this Settlement Agreement.

20 **XV. TERMINATION OF THIS SETTLEMENT AGREEMENT**

21 70. Each Party shall have the right to terminate this Settlement Agreement
22 if:

23 a. The Court denies preliminary approval of this Settlement
24 Agreement (or grants preliminary approval through an order that materially differs
25 in substance to **Exhibit E** hereto);

26 b. The Court denies final approval of this Settlement Agreement (or
27 grants final approval through an order that materially differs in substance from
28 **Exhibit F** hereto);

1 c. The Final Approval Order and Final Judgment do not become
2 final by reason of a higher court reversing final approval by the Court, and the Court
3 thereafter declines to enter a further order or orders approving the settlement on the
4 terms set forth herein; or

5 d. The Effective Date cannot occur.

6 71. The Parties agree to work in good faith to effectuate this Settlement
7 Agreement including to reach agreement on any modification to the Settlement
8 necessary to obtain final approval.

9
10 72. If a Party elects to terminate this Settlement Agreement under this
11 Section XV, that Party must provide written notice to the other Party's counsel, by
12 hand delivery, mail, or e-mail within ten (10) Days of the occurrence of the condition
13 permitting termination.

14 73. Nothing shall prevent Plaintiffs or Defendant from appealing or seeking
15 other appropriate relief from an appellate court with respect to any denial by the Court
16 of final approval of the Settlement. Plaintiffs may appeal any material reduction in
17 the requested amount of attorneys' fees and/or costs.

18 74. If this Settlement Agreement is terminated or disapproved, or if the
19 Effective Date should not occur for any reason, then: (i) this Settlement Agreement,
20 the Preliminary Approval Order, the Final Approval Order (if applicable), and all of
21 their provisions shall be rendered null and void; (ii) all Parties shall be deemed to
22 have reverted to their respective status in the Litigation as of the date and time
23 immediately preceding the execution of this Settlement Agreement; (iii) except as
24 otherwise expressly provided, the Parties shall stand in the same position and shall
25 proceed in all respects as if this Settlement Agreement and any related orders had
26 never been executed, entered into, or filed; and (iv) no term or draft of this Settlement
27 Agreement nor any part of the Parties' settlement discussions, negotiations, or
28 documentation (including any declaration or brief filed in support of the motion for

1 preliminary approval or motion for final approval), nor any rulings regarding class
2 certification for settlement purposes (including the Preliminary Approval Order and,
3 if applicable, the Final Approval Order and Final Judgment), will have any effect or
4 be admissible into evidence for any purpose in the Litigation or any other proceeding.

5 75. If the Court does not approve the Settlement or the Effective Date cannot
6 occur for any reason, Defendant shall retain all its rights and defenses in the
7 Litigation. For example, Defendant shall have the right to object to the maintenance
8 of the Litigation as a class action, to move for summary judgment, and to assert
9 defenses at trial, and nothing in this Settlement Agreement or other papers or
10 proceedings related to the Settlement shall be used as evidence or argument by any
11 Party concerning whether the Litigation may properly be maintained as a class action,
12 or for any other purpose.

13 76. If more than one thousand (1,000) Settlement Class Members submit
14 valid opt-out forms, EMC may, at its sole discretion, void the Settlement Agreement.
15 However, EMC shall pay all costs of Settlement Administration incurred by the
16 Settlement Administrator up to the date it voids the Settlement.

17 **XVI. RELEASE**

18 77. On the Effective Date, Plaintiffs and each and every Settlement Class
19 Member, excluding Opt-Outs, shall be bound by this Settlement Agreement and shall
20 have recourse only to the benefits, rights, and remedies provided hereunder. No other
21 action, demand, suit, arbitration, or other claim or proceeding, regardless of forum,
22 may be pursued against Released Persons with respect to the Plaintiffs' Released
23 Claims or the Released Class Claims. Released Claims do not include medical
24 malpractice, or other bodily injury claims, or claims relating to the enforcement of
25 the settlement.

26 78. On the Effective Date and in consideration of the promises and
27 covenants set forth in this Settlement Agreement, Plaintiffs will be deemed to have
28 fully, finally, and forever completely released, relinquished, and discharged the

1 Released Persons from any and all past, present, and future claims, counterclaims,
2 lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands,
3 charges, complaints, actions, suits, causes of action, obligations, debts, contracts,
4 penalties, damages, or liabilities of any nature whatsoever, known, unknown, or
5 capable of being known, in law or equity, fixed for contingent, accrued or unaccrued
6 and matured or not matured that were or could have been asserted in the Litigation
7 (the "Plaintiffs' Release"). The Plaintiffs' Release shall be included as part of the
8 Final Approval Order so that all claims released thereby shall be barred by principles
9 of res judicata, collateral estoppel, and claim and issue preclusion (the "Plaintiffs'
10 Released Claims"). The Plaintiffs' Released Claims shall constitute and may be pled
11 as a complete defense to any proceeding arising from, relating to, or filed in
12 connection with the Plaintiffs' Released Claims.

13 79. On the Effective Date and in consideration of the promises and
14 covenants set forth in this Settlement Agreement, each Settlement Class Member will
15 be deemed to have fully, finally, and forever completely released, relinquished, and
16 discharged the Released Persons from any and all past, present, and future claims,
17 counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses,
18 rights, demands, charges, complaints, actions, suits, causes of action, obligations,
19 debts, contracts, penalties, damages, or liabilities of any nature whatsoever, in law or
20 equity, fixed or contingent, accrued or unaccrued and matured or not matured that
21 were or could have been asserted in the Litigation (the "Settlement Class Release").
22 The Settlement Class Release shall be included as part of the Final Approval Order
23 so that all claims released thereby shall be barred by principles of res judicata,
24 collateral estoppel, and claim and issue preclusion (the "Released Class Claims," and
25 together with Plaintiffs' Released Claims, the "Release Claims"). The Released Class
26 Claims shall constitute and may be pled as a complete defense to any proceeding
27 arising from, relating to, or filed in connection with the Released Class Claims.
28

1 80. Subject to Court approval, as of the Effective Date, Plaintiffs and all
2 Settlement Class Members, excluding Opt-Outs, shall be bound by this Settlement
3 Agreement and the Settlement Class Release

4 81. The Plaintiffs' Released Claims include the release of Unknown Claims.
5 "Unknown Claims" means any of the Released Claims that either Plaintiff does not
6 know or suspect to exist in his or her favor at the time of the release of the Released
7 Persons that, if known by him or her, might have affected his or her settlement with,
8 and release of, the Released Persons, or might have affected his or her decision not
9 to object to and/or to participate in the Settlement.

10 82. With respect to any and all Plaintiffs' Released Claims, the Settling
11 Parties stipulate and agree that upon the Effective Date, Plaintiffs expressly shall be
12 deemed to have, and by operation of the Judgment shall have, waived the provisions,
13 rights, and benefits conferred by California Civil Code § 1542, and also any and all
14 provisions, rights, and benefits conferred by any law of any state, province, or
15 territory of the United States which is similar, comparable, or equivalent to California
16 Civil Code § 1542, which provides:

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

23 Plaintiffs may hereafter discover facts in addition to, or different from, those that
24 they, and any of them, now know or believe to be true with respect to the subject
25 matter of the Released Claims, but Plaintiffs expressly shall be deemed to have, and
26 by operation of the Judgment shall have, upon the Effective Date, fully, finally and
27 forever settled and released any and all Released Claims. The Parties acknowledge
28 that the foregoing waiver is a material element of the Settlement Agreement.

1 83. On entry of the Final Approval Order and Final Judgment, the Plaintiffs
2 and Settlement Class Members shall be enjoined from prosecuting, respectively, the
3 Plaintiffs' Released Claims and the Released Class Claims, in any proceeding in any
4 forum against any of the Released Persons or based on any actions taken by any
5 Released Persons authorized or required by this Settlement Agreement or the Court
6 or an appellate court as part of this Settlement.

7 84. Without in any way limiting the scope of the Plaintiffs' Release or the
8 Settlement Class Release (the "Releases"), the Releases cover, without limitation,
9 any and all claims for attorneys' fees, costs or disbursements incurred by Class
10 Counsel or any other counsel representing Plaintiffs or Settlement Class Members,
11 or any of them, in connection with or related in any manner to the Litigation, the
12 Settlement, the administration of such Settlement and/or the Plaintiffs' Released
13 Claims or the Released Class Claims as well as any and all claims for the Service
14 Award to Plaintiffs.

15 85. Nothing in the Releases shall preclude any action to enforce the terms
16 of this Settlement Agreement, including participation in any of the processes detailed
17 herein. Nor shall the Releases be construed to release claims for medical malpractice
18 or bodily injury.

19 **XVII. EFFECTIVE DATE**

20 86. The "Effective Date" of this Settlement Agreement shall be the first Day
21 after the date all of the following conditions have occurred:

22 a. This Settlement Agreement has been fully executed by all Parties
23 and their counsel;

24 b. Orders have been entered by the Court certifying the Settlement
25 Class, granting preliminary approval of this Settlement Agreement and approving the
26 Notice Program and Claim Form, all as provided above;

27 c. The Court-approved E-Mail Notice and Postcard Notice have
28 been e-mailed and mailed, respectively, other notice required by the Notice Program,

1 if any, has been effectuated, and the Settlement Website has been duly created and
2 maintained as ordered by the Court;

3 d. The Court has entered a Final Approval Order finally approving
4 this Settlement Agreement, as provided above; and

5 e. The Final Approval Order and Final Judgment have become
6 Final, as defined in Paragraph 10(m).

7 **XVIII. MISCELLANEOUS PROVISIONS**

8 87. The recitals and exhibits to this Settlement Agreement are integral parts
9 of the Settlement and are expressly incorporated and made a part of this Settlement
10 Agreement.

11 88. This Settlement Agreement is for settlement purposes only. Neither the
12 fact of nor any provision contained in this Settlement Agreement nor any action taken
13 hereunder shall constitute or be construed as an admission of the validity of any claim
14 or any fact alleged in the Complaint or Litigation or of any wrongdoing, fault,
15 violation of law or liability of any kind on the part of Defendant or any admission by
16 Defendant of any claim in this Litigation or allegation made in any other proceeding,
17 including regulatory matters, directly or indirectly involving the allegations asserted
18 in the Complaint and Litigation. This Settlement Agreement shall not be offered or
19 be admissible in evidence against the Parties or cited or referred to in any action or
20 proceeding between the Parties, except in an action or proceeding brought to enforce
21 its terms. Nothing contained herein is or shall be construed or admissible as an
22 admission by Defendant that Plaintiffs' claim, or any similar claims, are suitable for
23 class treatment.

24 89. In the event that there are any developments in the effectuation and
25 administration of this Settlement Agreement that are not dealt with by the terms of
26 this Settlement Agreement, then such matters shall be dealt with as agreed upon by
27 the Parties, and failing agreement, as shall be ordered by the Court. The Parties shall
28 execute all documents and use their best efforts to perform all acts necessary and

1 proper to promptly effectuate the terms of this Settlement Agreement and to take all
2 necessary or appropriate actions to obtain judicial approval of this Settlement
3 Agreement to give this Settlement Agreement full force and effect.

4 90. Cash Compensation payments shall be issued on a *pro rata* basis, such
5 that the aggregate value of the Cash Compensation payments does not exceed the Net
6 Settlement Fund. All such determinations regarding the Cash Compensation
7 payments shall be performed by the Settlement Administrator.

8 91. No person shall have any claim against Plaintiffs, Class Counsel,
9 Defendant, Defendant's Counsel, or the Released Persons, or any of the foregoing's
10 agents or representatives based on the administration of the Settlement substantially
11 in accordance with the terms of the Settlement Agreement or any order of the Court
12 or appellate court.

13 92. This Settlement Agreement constitutes the entire Settlement Agreement
14 between and among the Parties with respect to the Settlement of the Litigation. This
15 Settlement Agreement supersedes all prior negotiations and Settlement Agreements
16 and may not be modified or amended except by a writing signed by the Parties and
17 their respective counsel. The Parties acknowledge, stipulate, and agree that no
18 covenant, obligation, condition, representation, warranty, inducement, negotiation,
19 or understanding concerning any part of the subject matter of this Settlement
20 Agreement has been made or relied on except as expressly set forth in this Settlement
21 Agreement.

22 93. There shall be no waiver of any term or condition in this Settlement
23 Agreement absent an express writing to that effect by the non-waiving Party. No
24 waiver of any term or condition in this Settlement Agreement shall be construed as a
25 waiver of a subsequent breach or failure of the same term or condition, or waiver of
26 any other term or condition of this Settlement Agreement.

27 94. In the event a third-party, such as a bankruptcy trustee, former spouse,
28 or other third-party has or claims to have a claim against any payment made to a

1 Settlement Class Member, it is the responsibility of the Settlement Class Member to
2 transmit the funds to such third-party. Unless otherwise ordered by the Court, the
3 Parties will have no, and do not agree to any, responsibility for such transmittal.

4 95. This Settlement Agreement shall not be construed more strictly against
5 one Party than another merely because it may have been prepared by counsel for one
6 of the Parties, it being recognized that because of the arm's-length negotiations
7 resulting in this Settlement Agreement, all Parties hereto have contributed
8 substantially and materially to the preparation of the Settlement Agreement. All
9 terms, conditions, and exhibits are material and necessary to this Settlement
10 Agreement and have been relied upon by the Parties in entering into this Settlement
11 Agreement.

12 96. This Settlement Agreement shall be construed under and governed by
13 the laws of the State of California without regard to its choice of law provisions.

14 97. For one year or until the administration of the Settlement concludes,
15 whichever is later, neither Plaintiffs nor Class Counsel shall issue any press release
16 to any traditional news outlet, including but not limited to print newspapers, online
17 news websites, and television and radio stations, in connection with the Settlement
18 Notice Program unless such press release is approved in advance by Defendant,
19 and/or approved by Court order.

20 98. In the event that one or more of the provisions contained in this
21 Settlement Agreement shall for any reason be held to be invalid, illegal, or
22 unenforceable in any respect, such invalidity, illegality, or unenforceability shall not
23 affect the other provisions of the Settlement Agreement, which shall remain in full
24 force and effect as though the invalid, illegal, or unenforceable provision(s) had never
25 been a part of this Settlement Agreement as long as the benefits of this Settlement
26 Agreement to Defendant or the Settlement Class Members are not materially altered,
27 positively or negatively, as a result of the invalid, illegal, or unenforceable
28 provision(s).

1 99. If any Party institutes any legal action or other proceeding against
2 another Party or Parties to enforce this Agreement or to declare rights and/or
3 obligations under this Agreement, the prevailing party will be entitled to recover from
4 the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in
5 connection with any such action.

6 100. This Settlement Agreement will be binding upon and inure to the benefit
7 of the successors and assigns of the Parties, Released Persons, and Settlement Class
8 Members.

9 101. The headings used in this Settlement Agreement are for the convenience
10 of the reader only and shall not affect the meaning or interpretation of this Settlement
11 Agreement. In construing this Settlement Agreement, the use of the singular includes
12 the plural (and vice-versa), and the use of the masculine includes the feminine (and
13 vice-versa).

14 102. The Parties stipulate to stay all proceedings in the Litigation until the
15 approval of this Settlement Agreement has been finally determined, except the stay
16 of proceedings shall not prevent the filing of any motions, affidavits, and other
17 matters necessary to obtain and preserve judicial approval of this Settlement
18 Agreement.

19 103. This Settlement Agreement may be executed in one or more
20 counterparts, each of which shall be deemed an original as against any Party who has
21 signed it and all of which shall be deemed a single Settlement Agreement.

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

105. Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

Dated: February 18, 2025

CLARKSON LAW FIRM P.C.

By: 

RYAN J. CLARKSON
YANA A. HART
BRYAN P. THOMPSON

Dated: February 17, 2025

ALMEIDA LAW GROUP LLC

By: 

MATTHEW J. LANGLEY

Attorneys for Plaintiffs and the Proposed Class

Dated: February 17, 2025

PLAINTIFF B.K.


B.K.

Dated: February 17, 2025

PLAINTIFF N.Z.


N.Z.

1 Dated: February 18, 2025

BAKER & HOSTETLER LLP

2
3
4
5 By: 

6 PAUL G. KARLSGODT

7 TERESA C. CHOW

8 *Attorneys for Defendant*

9 EISENHOWER MEDICAL CENTER

10 Dated: February 18, 2025

EISENHOWER MEDICAL CENTER

11
12
13
14 By: 

15 MARTIN J. MASSIELLO

16 President and Chief Executive Officer

EXHIBIT A

This Claim Form should be filled out online if you logged into the EMC MyChart patient portal, and/or submitted an online form and/or scheduled a laboratory appointment on EMC's public website www.eisenhowerhealth.org between January 1, 2019, and May 3, 2023, and would like to receive a payment from the Settlement. You may receive a payment if you fill out this Claim Form, if the Settlement is approved, and if you are found to be eligible for the payment.

The Settlement Notice describes your legal rights and options. Please visit the official Settlement Website, www._____.com, or call 1-_____ for more information.

If you wish to submit a claim for a Settlement payment, you need to provide the information requested below. This Claim Form must be submitted online at the Settlement Website by [90 Days from Notice Date] or mailed to the Settlement Administrator, postmarked no later than [90 Days from Notice Date].

I. CLASS MEMBER NAME, CONTACT, AND ELIGIBILITY INFORMATION

Provide below your name, mailing address, 10-digit telephone number, email address associated with your EMC MyChart account or otherwise on record with EMC, and the unique Settlement Class Member Identification Number listed on the settlement notice you received via email or mailed postcard. You may also upload/provide other proof that you are a Settlement Class Member, such as confirmation of online form submission or laboratory appointment scheduling. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Phone Number

Email Address for EMC MyChart Account

Settlement Class Member ID #

II. RELIEF SELECTION

Please review the Settlement Notice and Section VI of the Settlement Agreement (available at www._____.com) for more information on who is eligible for a payment.

I choose a cash payment of a *pro rata* share of the Net Settlement Fund.

_____ By marking this line, I am requesting cash payment of a *pro rata* share of the Net Settlement Fund.

III. PAYMENT OPTIONS

Please select from one of the following payment options to receive your cash payment:

PayPal - Enter your PayPal email address: _____

Venmo - Enter the mobile number associated with your account: _____ - _____ - _____

Zelle - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: _____ - _____ - _____ or Email Address: _____

Mailed Check – Enter the address where you would like your check to be mailed:

[Street Address]

[City]

[State]

[Zip Code]

IV. SIGN AND DATE YOUR CLAIM FORM

I declare under penalty of perjury under the laws of the United States of America and the laws of the State of California that I am a Settlement Class Member and the information submitted on this Claim Form is true and correct to the best of my knowledge.

I understand that my Claim Form may be subject to audit, verification, and Court review, and that I may be asked to timely provide supplemental information by the Settlement Administrator before my claim can be considered complete and valid. I also understand that by submitting this claim, I am releasing all Released Claims, as detailed in the Notice of the Proposed Class Action Settlement.

Your signature

Date: _____
MM DD YYYY

Your name

City and State of Execution

SUBMIT YOUR CLAIM FORM ONLINE.

This Claim Form must be submitted through the Settlement Website by midnight on [90 days from Notice Date] or mailed to the Settlement Administrator at _____, postmarked no later than [90 days from Notice Date].

EXHIBIT B

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Para una notificación en Español, visitar www.XXXXXXXXXXXXXX.com.

A federal court authorized this Notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against Eisenhower Medical Center (“EMC” or “Defendant”) relating to the alleged disclosure of personal information of Plaintiffs and members of the Settlement Class to Facebook as a result of EMC’s use of the Meta Pixel on its website (“Meta Pixel Disclosure”). Plaintiffs allege that the information shared to Facebook through the use of the Meta Pixel may have contained personal identifying information and/or protected health information of certain individuals. Plaintiffs claim that Defendant was responsible for the Meta Pixel Disclosure and assert claims for violation of privacy rights. Defendant denies the claims and Plaintiffs’ allegations in the Lawsuit.
- If you logged into the EMC MyChart patient portal, and/or submitted an online form and/or scheduled a laboratory appointment on EMC’s public website www.eisenhowerhealth.org, in the time frame of January 1, 2019, to May 3, 2023, you are included in this Settlement as a “Settlement Class Member.”
- The Settlement provides payments of *pro rata* shares of a Net Settlement Fund to Settlement Class Members who timely submit valid claims.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [90 DAYS AFTER NOTICE DATE]	Submitting a valid Claim Form is the only way that you can receive Cash Compensation. You may submit a Claim Form online at the settlement website, or by mail to the Settlement Administrator, postmarked no later than [90 Days after Notice Date]
OBJECT TO THE SETTLEMENT BY [60 DAYS AFTER THE NOTICE DATE]	Write to the Court with reasons why you do not agree with the Settlement.
GO TO THE FINAL FAIRNESS HEARING ON [TBD]	You may ask the Court for permission for you and/or your attorney to speak about your objection at the Final Approval Hearing.

<p>OPT OUT OF THE SETTLEMENT BY [60 DAYS AFTER THE NOTICE DATE]</p>	<p>Write to the Settlement Administrator to provide notice that you do not wish to receive any payment or benefit from the Settlement or be bound by the Settlement. You will not get any benefits under this Settlement. This is the only option that allows you to be part of any other lawsuit against Defendant about the legal claims in this case.</p>
	<p>DO NOTHING</p> <p>You will not get any compensation from this Settlement, and you will give rights to be part of any other lawsuit against Defendant about the legal claims in this case. Submitting a Claim Form is the only way to obtain payment and/or other benefit from this Settlement.</p>

Deciding what to do...

	Submit a Claim	Opt-out	Object	Do Nothing
Can I receive settlement money if I ...	YES	NO	YES	NO
Am I bound by the terms of this lawsuit if I ...	YES	NO	YES	YES
Can I pursue my own case if I ...	NO	YES	NO	NO
Will the class lawyers represent me if I ...	YES	NO	NO	YES

Deadlines may be amended, and you should check the Settlement Website periodically for updates at [website].

Note that any capitalized terms not defined herein shall have the meanings ascribed to them in the Settlement Agreement. Additionally, to the extent there are any conflicts or inconsistencies between this form and the Settlement Agreement, the terms of the Settlement Agreement shall govern.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.XXXXXXXXXXXXXX.com, or call 1- - -.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments for valid, timely claims will only be made after the Court grants final approval of the Settlement and after any appeals of the Court's order granting final approval are resolved. No settlement payments will be provided unless the Court approves the Settlement, and it becomes final.

WHAT THIS NOTICE CONTAINS

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2. What is this lawsuit about?
3. What is a class action?
4. Why is there a Settlement?

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22. Are more details about the Settlement available?
23. How do I get more information?

BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the payments that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Central District of California, ("District Court"). The case is known as *B.K., et al. v. Eisenhower Medical Center*, Case No. 5:23-cv-02092-JGB-DTB (the "Lawsuit"). The people who filed the Lawsuit are called the Plaintiffs and the entity they sued, EMC, is called the Defendant.

2. What is this lawsuit about?

The Lawsuit claims that Defendant was responsible for the "Meta Pixel Disclosure," and asserts claims for: (1) violation of the California Confidentiality of Medical Information Act ("CMIA"); (2) violation of the Electronic Communications Privacy Act ("ECPA"); (3) violation of the California Invasion of Privacy Act ("CIPA"); (4) violation of California's Unfair Competition Law ("UCL"); (5) invasion of privacy under the California Constitution (6) intrusion upon seclusion; (7) violation of the California Consumers Legal Remedies Act ("CLRA"); (8) violation of Cal. Penal Code §496(a) and (c); (9) breach of confidence; (10) breach of fiduciary duty; and (11) unjust enrichment. The Lawsuit seeks, among other things, relief for persons alleged to have been injured by the Meta Pixel Disclosure.

Defendant has denied and continues to deny all of the allegations and claim made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

Both sides have agreed to settle the Lawsuit solely to avoid the cost, delay, and uncertainty of litigation.

3. What is a class action?

In a class action, one or more people called "Class Representatives" (in this case, the named Plaintiffs are B.K. and N.Z.) sue on behalf of people who have similar claims. Together, all these people are called a Class or Class Members. One Court and one Judge resolves the issues for all Class Members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Instead, Plaintiffs negotiated a settlement with Defendant that allows both Plaintiffs and Defendant to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain payment and/or other benefit without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members. This Settlement does not mean that Defendant did anything wrong.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of this Settlement as a Settlement Class Member if you logged into the EMC MyChart patient portal, and/or submitted an online form and/or scheduled a laboratory appointment on EMC's public website, www.eisenhowerhealth.org, in the time frame of January 1, 2019 to May 3, 2023.

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

Yes. Specifically excluded from the Settlement Class are: (i) EMC and its affiliates, parents, subsidiaries, officers, and directors; (ii) any person who timely opts out of the Settlement Class, and (iii) the Judge(s) presiding over this matter and the clerks of said Judge(s).

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement will provide payments to Settlement Class Members who timely submit valid claims.

Each Settlement Class Member can make a claim for payment of a *pro rata* share of a Net Settlement Fund (\$875,000.00, minus Plaintiffs' attorneys' fees, costs, and expenses, service awards to the Class Representatives, and Administration Costs). In order to claim a payment, you must provide all information requested in the Claim Form and any additional information requested by the Settlement Administrator.

Any award of attorneys' fees and litigation costs to Class Counsel (not to exceed \$288,750 in fees and \$20,000 in costs) upon Court approval, service awards (up to \$2,500 each for the two Settlement Class Representatives, totaling a maximum of \$5,000), and costs to administer the Settlement will be paid from the Settlement Fund.

8. What cash compensation is available?

Each Settlement Class Member may make a claim for payment of a *pro rata* share of a Net Settlement Fund, which is subject to proration. All Settlement Class Members who submit a valid claim form will receive a *pro rata* share of the Net Settlement Fund (“Cash Compensation”). The total Settlement Fund of \$875,000 will be used to pay (i) any taxes owed by the Settlement Fund, (ii) Settlement Administration Costs; (iii) Service Awards approved by the Court, (iv) Attorneys’ Fees, Costs, and Expenses Award as approved by the Court, and (v) any benefits to Settlement Class Members. After these expenses, the amount remaining, or the “Net Settlement Fund” will be prorated and distributed amongst Settlement Class Members that submit a valid, timely Claim Form.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

9. How do I get benefits from the Settlement?

To ask for a payment, you must complete and timely submit a Claim Form. Claim Forms are available at www.XXXXXXXXXXXXXX.com, where you must also submit your Claim Form online no later than **[90 Days from the Notice Date]**. You can also submit your Claim Form by mail, postmarked no later than **[90 Days from the Notice Date]**, to the Settlement Administrator:

SETTLEMENT ADMINISTRATOR

Eisenhower Medical Center Meta Pixel Disclosure
Settlement Administrator
P.O. Box [REDACTED]
Baton Rouge, LA 70821

10. How will claims be decided?

The Settlement Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Settlement Administrator may require additional information from any claimant and will specify a time within which any such additional information must be provided. If the required information is not provided within the time specified, the claim will be considered invalid and will not be paid.

Additional information regarding the claims process can be found in Section VII of the Settlement Agreement, available at [\[WEBSITE\]](#).

11. When will I get my payment?

Payments will be sent to Settlement Class Members who send in Valid Claim Forms on time, in the form of an electronic payment or mailed check. Payments will be issued after the Court grants “final approval” of the Settlement, and after the time for appeals has ended and any appeals have been resolved. The Court will hold a Final Approval Hearing at : 0 m. on Month , 202 , to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably and resolving them can take time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

REMAINING IN THE SETTLEMENT

12. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a settlement payment of Cash Compensation you must timely submit a valid Claim Form online by **[90 Days from the Notice Date]**.

13. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue Defendant for the claims being resolved by this Settlement. The specific claims you are giving up against Defendant are described in Section **XVI** of the Settlement Agreement. You will be “releasing” Defendant and all related people or entities as described in Sections **II.10.ii** and **XVI** of the Settlement Agreement. The Settlement Agreement is available at www.XXXXXXXXXXX.com. The Release is included below:

On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, each Settlement Class Member will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys’ fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that were or could have been asserted in the Litigation (the “Settlement Class Release”). The Settlement Class Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion (the “Released Class Claims,” and together with Plaintiffs’ Released Claims, the “Release Claims”). The Released Class Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Class Claims.

Released Claims do not include medical malpractice, or other bodily injury claims, or claims relating to the enforcement of the settlement.

The Settlement Agreement describes the released claims in more detail with specific descriptions, so read it carefully. If you have any questions about what this means you can talk to the law firms listed in Question 14 for free or you can, of course, talk to your own lawyer at your own expense.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, if you do not opt out of or object to the settlement. The Court appointed Ryan J. Clarkson, Yana Hart, and Bryan P. Thompson of Clarkson Law Firm, P.C., located at 22525 Pacific Coast Highway, Malibu, CA 90265 and Matthew J. Langley of Almeida Law Group LLC, located at 849 W. Webster Ave., Chicago, IL 60614, to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys' fees not to exceed thirty-three percent (33%) of the combined total value of the Settlement Fund, or \$288,750, litigation costs not to exceed \$20,000, and Administration Costs (as defined in the Settlement Agreement). Class Counsel will also request approval of a service award of \$2,500.00 for each of the two Class Representatives (totaling \$5,000). If approved, these amounts, as well as the costs of notice and Settlement Administration, will be taken from the Settlement amount prior to payments made to Settlement Class Members.

OBJECTING TO THE SETTLEMENT

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

16. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file with the Court and mail to the Settlement Administrator a written notice stating that you object to the Settlement in *B.K. and N.Z., et al. v. Eisenhower Medical Center*, Case No. 5:23-cv-02092-JGB-DTB.

Your objection must:

- (i) set forth the Settlement Class Member's full name, current address, telephone number, and email address;
- (ii) contain the Settlement Class Member's original signature;
- (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice, or confirmation of online form submission or laboratory appointment scheduling, etc.);

- (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part;
- (v) set forth a statement of the legal and factual basis for the Objection;
- (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position;
- (vii) identify all counsel representing the Settlement Class Member, if any;
- (viii) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and
- (ix) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement.

Your objection must be filed with the District Court, and served upon the Settlement Administrator below no later than **Month Day, 202__ [60 Days from the Notice Date]**.

SETTLEMENT ADMINISTRATOR
Eisenhower Medical Center Meta Pixel Disclosure Settlement Administrator P.O. Box [REDACTED] Baton Rouge, LA 70821

An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If you intend to appear at the Final Approval Hearing, either with or without counsel, you must also file a notice of appearance with the Court (as well as serve the notice on Class Counsel and Defendant's Counsel) by the **[60 Days from the Notice Date]**.

If you intend to appear at the Final Approval Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers.

If you fail to timely file and serve an Objection and notice, if applicable, of your intent to appear at the Final Approval Hearing in person or through counsel, you will not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

OPTING OUT OF THE SETTLEMENT

You can opt out of the Settlement if you do not wish to receive any payment or benefit from the Settlement and be bound by it.

17. How to I opt out of the Settlement?

To opt out of the settlement, you must individually sign and timely submit written notice of such intent to the Settlement Administrator at P.O. Box [redacted] Baton Rouge, LA 70821. To be effective, the written notice shall:

- (a) be postmarked no later than [60 days from Notice Date];
- (b) state your name, address, and telephone number;
- (c) be physically signed by you, the Settlement Class Member; and
- (d) must contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *B.K. et al. v. Eisenhower Medical Center*, No. 5:23-cv-02092-JGB-DTB (C.D. Cal).”

Any person who submits a valid and timely exclusion request shall not (i) be bound by any orders or Judgment entered in the Lawsuit, (ii) be entitled to relief under the Settlement, or (iii) be entitled to object to any aspect of the Settlement. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

THE COURT’S FINAL APPROVAL HEARING

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

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

The Court will hold a Final Approval Hearing at : 0 .m. on Month Day, 202 [redacted], in Courtroom 1 on the 2nd floor of the United States District Court, located at 3470 Twelfth Street, Riverside, California 92501. The hearing may be moved to a different date or time without additional notice, so please check for updates at [website]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 16). In order to speak at the Fairness Hearing, you must file a notice of intention to appear with the Court. The Court will also decide whether to approve fees and reasonable litigation costs to Class Counsel, and the service award to the Class Representatives.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file 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. If you have sent an objection but do not come to the Court hearing, however, you will not have a right to appeal

an approval of the Settlement. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

20. May I speak at the Final Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 16 above. If you intend to appear at the Final Approval Hearing, either with or without counsel, you must also file a notice of appearance with the Court (as well as serve the notice on Class Counsel and Defendant's Counsel) by **[60 Days from the Notice Date]**.

IF YOU DO NOTHING

21. What happens if I do nothing?

If you do nothing, you will not receive any compensation from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the Release unless you exclude yourself. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or related parties about the issues involved in the Lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

22. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at **www.XXXXXXXXXXX.com**, or by writing to the Eisenhower Medical Center Meta Pixel Disclosure Settlement Administrator, P.O. Box _____, [City] [ST] _____.

23. How do I get more information?

Go to **www.XXXXXXXXXXXXXX.com**, call 1 _____, or write to the Eisenhower Medical Center Meta Pixel Disclosure Settlement Administrator, P.O. Box _____, [City] [ST] _____.

Resource	Contact Information
Settlement Website	www._____.com
Settlement Administrator	P.O. Box _____ Baton Rouge, LA 70821

Your Lawyers	Ryan J. Clarkson Yana Hart Bryan P. Thompson CLARKSON LAW FIRM, P.C. 22525 Pacific Coast Highway Malibu, CA 90265	Matthew J. Langley ALMEIDA LAW GROUP LLC 849 W. Webster Ave. Chicago, IL 60614
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***PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT FOR
INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.
They cannot answer any questions regarding the Settlement or the Lawsuit.***

EXHIBIT C

SETTLEMENT CLASS MEMBER IDENTIFICATION NUMBER: [INSERT]

LEGAL NOTICE

If you logged into the EMC MyChart patient portal, and/or submitted an online form and/or scheduled a laboratory appointment on EMC's website between January 1, 2019 and May 3, 2023, you may be entitled to payment.

B.K. and N.Z. v. Eisenhower Medical Center, Case No. 5:23-cv-02092-JGB-DTB
U.S. District Court for the Central District of California

Para una notificación en Español, visitar www.XXXXXXXXXXXXXX.com.

A federal court authorized this Notice. This is not junk mail, an advertisement, or a solicitation from a lawyer.

What Is This Notice About? You have been identified as a potential class member in a class action settlement. A Settlement has been reached in a class action lawsuit (the "Lawsuit") brought against Eisenhower Medical Center ("EMC" or "Defendant"), relating to the alleged disclosure of personal information of Plaintiffs and members of the Settlement Class to Facebook as a result of EMC's use of the Meta Pixel on its website ("Meta Pixel Disclosure"). Plaintiffs allege that the information shared with Facebook through the use of the Meta Pixel may have contained personal identifying information and/or protected health information of certain individuals. Plaintiffs claim that Defendant was responsible for the Meta Pixel Disclosure and assert claims for violation of privacy rights. Defendant denies the claims and Plaintiffs' allegations in the Lawsuit.

Am I A Member of the Class? You are included in this Settlement as a Settlement Class member if you logged into the EMC MyChart patient portal, and/or submitted an online form and/or scheduled a laboratory appointment on EMC's public website www.eisenhowerhealth.org, in the time frame of January 1, 2019, to May 3, 2023.

What Does The Settlement Provide? Contingent upon the Court's approval of the Settlement, a Settlement Class Member who submits a valid and timely Claim may be entitled to a Cash Compensation payment, which would be a *pro rata* share of the Net Settlement Fund.

If the amount in the Net Settlement Fund (net of costs of notice and settlement administration, Settlement Class Counsel's attorneys' fees and litigation expenses and the service awards for Plaintiffs), is either less or more than the amount of the total cash claims submitted by Claimants, the claims of each Claimant will be decreased or increased, respectively, *pro rata*, to ensure the Settlement Fund is exhausted, with no reversion from the Settlement Fund to Defendant.

What Are My Options? You have three options:

1. You Can Make a Claim. Settlement Class Members who wish to receive a Cash Compensation payment must submit a Claim Form by visiting the Settlement Website, [website], and submitting a Claim Form. You may also mail your Claim Form to the Settlement Administrator. The deadline to postmark or submit your claim is [90 days from Notice Date].

2. You Can Object to the Settlement. You may also object to any part of this Settlement. Objections must be written and mailed to the Court and the Settlement Administrator, and postmarked no later than **[60 days from Notice Date]**. Your objection must:

- (i) set forth the Settlement Class Member's full name, current address, telephone number, and email address;
- (ii) contain the Settlement Class Member's original signature;
- (iii) contain proof that the Settlement Class Member is a member of the Settlement Class;
- (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part;
- (v) set forth a statement of the legal and factual basis for the Objection;
- (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position;
- (vii) identify all counsel representing the Settlement Class Member, if any;
- (viii) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative; and
- (ix) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement.

3. You Can "Opt-Out" of the Settlement. You can exclude yourself ("opt-out") of the Settlement by submitting an exclusion request to the Settlement Administrator that is postmarked no later than **[60 days from Notice Date]**. This is the only option that allows you to be part of any other lawsuit against Defendant about the legal claims in this case. To be effective, the written notice of your intent to opt-out shall: (a) be postmarked no later than **[60 Days from Notice Date]**; (b) state your name, address, and telephone number of the; (c) be physically signed by you; and (d) contain a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in *B.K. ET AL. V. EISENHOWER MEDICAL CENTER*, No. 5:23-cv-02092-JGB-DTB (C.D. Cal)."

If you submit a valid and timely opt out request, you will not (i) be bound by any orders or Judgment entered in the Lawsuit, (ii) be entitled to relief under the Settlement, or (iii) be entitled to object to any aspect of the Settlement.

Details about how to opt-out, object, and submit your Claim Form are available on the Settlement Website. If you do nothing, you will not get any compensation from this Settlement, and you will give rights to be part of any other lawsuit against Defendant about the legal claims in this case. Submitting a Claim Form is the only way to obtain payment and/or other benefit from this Settlement.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing at **10 a.m.** on **Month Day, 202**, in Courtroom 1 on the second floor of the U.S. District Court, located at 3470 Twelfth Street, Riverside, California

92501 to approve: (1) the Settlement as fair, reasonable, and adequate; and (2) the application for Plaintiffs' attorneys' fees of up to \$288,750 and litigation costs of up to \$20,000, and payment of up to \$5,000 in total to the two Settlement Class Representatives. Settlement Class Members who support the proposed settlement do not need to appear at the hearing or take any other action to indicate their approval.

PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT FOR ADDITIONAL INFORMATION. THEY CANNOT ANSWER ANY QUESTIONS REGARDING THE SETTLEMENT OR THE LAWSUIT.

Questions?

Go to www.XXXXXXXXXXXXXX.com, which contains all the important documents, or call
1- - -.

EXHIBIT D

IF YOU LOGGED INTO THE EISENHOWER MEDICAL CENTER MYCHART PATIENT PORTAL, SUBMITTED AN ONLINE FORM, OR SCHEDULED A LABORATORY APPOINTMENT ON EISENHOWER MEDICAL CENTER'S PUBLIC WEBSITE BETWEEN JANUARY 1, 2019 AND MAY 3, 2023, YOU MAY BE ELIGIBLE FOR BENEFITS FROM A CLASS ACTION SETTLEMENT.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

A settlement has been reached in a class action lawsuit against Eisenhower Medical Center ("EMC" or "Defendant") relating to alleged disclosure of personal information of Plaintiffs and members of the Settlement Class to Facebook as a result of EMC's use of the Meta Pixel on its website (the "Meta Pixel Disclosure"). Plaintiffs allege information shared with Facebook through the use of the Meta Pixel may have contained personal identifying information and/or protected health information of certain individuals. Plaintiffs claim that Defendant was responsible for the Meta Pixel Disclosure and assert claims for: (1) violation of the California's Confidentiality of Medical Information Act; (2) violation of Electronic Communications Privacy Act; (3) violation of the California Invasion of Privacy Act; (4) violation of California's Unfair Competition Law; (5) invasion of privacy under the California Constitution (6) intrusion upon seclusion; (7) violation of California Consumers Legal Remedies Act; (8) violation of Cal. Penal Code §496(a) and (c); (9) breach of confidence; (10) breach of fiduciary duty; and (11) unjust enrichment. The lawsuit seeks, among other things, relief for persons alleged to have been injured by the Meta Pixel Disclosure. Defendant denies the claims and Plaintiffs' allegations in the lawsuit.

WHO IS INCLUDED? If you logged into the EMC MyChart patient portal, and/or submitted an online form and/or scheduled a laboratory appointment on EMC's public website www.eisenhowerhealth.org between January 1, 2019, and May 3, 2023, you are included in this Settlement as a "Settlement Class Member."

SETTLEMENT BENEFITS. The Settlement also provides payment of *pro rata* shares of a Net Settlement Fund to Settlement Class Members who timely submit valid claims.

THE ONLY WAY TO RECEIVE A PAYMENT AND/OR OTHER BENEFIT IS TO FILE A CLAIM. To get a Claim Form, visit the website www.XXXXXXXXXXX.com, or call 1-XXX-XXX-XXXX. The claim deadline is **Month Day, 202**.

OTHER OPTIONS. If you do nothing, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Defendant for the claims resolved by this Settlement. You may also object to or opt out of the Settlement by **Month Day, 202**. A more detailed notice is available to explain how to object or opt out of the Settlement. Please visit the website or call 1-XXX-XXX-XXXX for a copy of the more detailed notice. On **Month Day, 202**, the Court will hold a Fairness Hearing to determine whether to approve the Settlement, Class Counsel's request for attorneys' fees not to exceed thirty-three percent (33%) of the total value of the Settlement Fund, costs and expenses up to \$20,000, Administration Costs, and a service award of \$2,500 for each of the two Class Representatives. The Motion for attorneys' fees will be posted on the website below after it is filed. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

www.XXXXXXXXXXX.com

1-XXX-XXX-XXXX

EXHIBIT E

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

B.K., and N.Z., individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

EISENHOWER MEDICAL
CENTER,

Defendant.

Case No. 5:23-cv-02092-JGB-DTB

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

Hearing Information

Date: , 2025

Time: 9:00 AM

Location: Courtroom 1

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024

1 WHEREAS, the above-entitled action is pending before this Court (the
2 “Action”);

3 WHEREAS, Plaintiffs B.K. and N.Z. (“Plaintiffs”) and Defendant Eisenhower
4 Medical Center (“Defendant”) (collectively, the “Parties”) have reached a proposed
5 settlement and compromise of the disputes between them in the above Action as set
6 forth in the Settlement Agreement dated February 17, 2025 (attached hereto as
7 **Exhibit 1**) and the settlement contemplated thereby (the “Settlement”);

8 WHEREAS, Plaintiffs have applied to the Court for preliminary approval of
9 the Settlement;

10 AND NOW, the Court, having read and considered the Settlement Agreement
11 and accompanying documents, as well as the Motion for Preliminary Approval of
12 Class Action Settlement and supporting papers, and all capitalized terms used herein
13 having the meaning defined in the Settlement, IT IS HEREBY ORDERED AS
14 FOLLOWS:

15 1. Settlement Terms. The Court, for purposes of this Preliminary Approval
16 Order, adopts all defined terms as set forth in the Settlement.

17 2. Jurisdiction. The Court has jurisdiction over the subject matter of the
18 Action and over all parties to the Action, including all members of the Settlement
19 Class.

20 3. Preliminary Approval of Proposed Settlement Agreement. Subject to
21 further consideration by the Court at the time of the Final Approval Hearing, the
22 Court preliminarily approves the Settlement as fair, reasonable, and adequate to the
23 Settlement Class, as falling within the range of possible final approval, and as
24 meriting submission to the Settlement Class for its consideration. The Court also
25 finds the Settlement Agreement: (a) is the result of serious, informed, non-collusive,
26 arms-length negotiations, involving experienced counsel familiar with the legal and
27 factual issues of this case and guided in part by the Parties’ private mediation with
28 Martin F. Scheinman, Esq. of Scheinman Arbitration and Mediation Services, and (b)

1 appears to meet all applicable requirements of law, including Fed. R. Civ. P. 23.
2 Therefore, the Court grants preliminary approval of the Settlement.

3 4. Class Certification for Settlement Purposes Only. For purposes of the
4 Settlement only, the Court conditionally certifies the Settlement Class, as described
5 below:

6 All identifiable individuals who logged into the EMC MyChart patient portal,
7 and/or submitted an online form and/or scheduled a laboratory appointment on
8 EMC's public website www.eisenhowerhealth.org, in the time frame of
9 January 1, 2019, to May 3, 2023.

10 Excluded from the Settlement Class are: (1) the presiding judges in this Action; (2)
11 any clerks of said judges; (3) Defendant; (4) any of Defendant's affiliates, parents,
12 subsidiaries, officers, and directors; (5) counsel for the Parties; and (6) any persons
13 who timely opt-out of the Settlement Class.

14 5. The Court preliminarily finds, solely for purposes of considering this
15 Settlement, with respect to the monetary relief portions of the Settlement Agreement
16 (i.e., all of the Settlement Agreement except the provisions in section V thereof), that:
17 (a) the number of Settlement Class members is so numerous that joinder of all
18 members thereof is impracticable; (b) there are questions of law and fact common to
19 the Settlement Class; (c) the claims of the named representatives are typical of the
20 claims of the Settlement Class they seek to represent; (d) the Plaintiffs will fairly and
21 adequately represent the interests of the Settlement Class; (e) the questions of law
22 and fact common to the Settlement Class predominate over any questions affecting
23 only individual members of the Settlement Class; and (f) a class action is superior to
24 other available methods for the fair and efficient adjudication of the controversy.

25 6. The Court preliminarily finds, solely for purposes of considering this
26 Settlement, with respect to the non-monetary equitable relief portions of the
27 Settlement Agreement specified in section V thereof, that: (a) the number of
28 Settlement Class Members is so numerous that joinder of all members thereof is

1 to the Settlement Class of the terms of the Settlement Agreement and the Final
2 Approval Hearing and complies fully with the requirements of the Federal Rules of
3 Civil Procedure, the United States Constitution, and any other applicable law. The
4 Court directs that the Notice Program will commence no later than thirty (30) days
5 from the date of this Preliminary Approval Order (the “Settlement Notice Date”).

6 11. The Court further finds that the Notice Program adequately informs
7 members of the Settlement Class of their right to exclude themselves from the
8 Settlement Class so as not to be bound by the terms of the Settlement Agreement.
9 Any member of the Class who desires to be excluded from the Settlement Class, and
10 therefore not bound by the terms of the Settlement Agreement, must submit a timely
11 and valid written notice of intent to opt out pursuant to the instructions set forth in
12 the Class Notice.

13 12. Settlement Administrator. The Court appoints EAG Gulf Coast, LLC as
14 the Settlement Administrator. EAG Gulf Coast, LLC shall be required to perform all
15 duties of the Settlement Administrator as set forth in the Settlement Agreement and
16 this Order. The Settlement Administrator shall post the Long Form Notice on the
17 Settlement Website.

18 13. Objection and “Opt-Out” Deadline. Settlement Class Members who
19 wish to object to the Settlement or to exclude themselves from the Settlement must
20 do so by the Objection Deadline and Opt-Out Deadline, which is
21 , 2025 [60 days from the Settlement Notice Date]. If a
22 Settlement Class member submits both a notice of intent to opt out and an Objection,
23 the Settlement Class member will be deemed to have opted out of the Settlement, and
24 thus to be ineligible to object. However, any objecting Settlement Class Member who
25 has not timely submitted a notice of intent to opt out will be bound by the terms of
26 the Agreement upon the Court’s final approval of the Settlement.

27 14. Exclusion from the Settlement Class. Settlement Class members who
28 wish to opt out of and be excluded from the Settlement must following the directions

1 in the Class Notice and submit a notice of intent to opt out to the Settlement
2 Administrator, postmarked no later than the Opt-Out Deadline, which is
3 [REDACTED], 2025 [60 days from the date of the Settlement Notice Date].

4 The notice of intent to opt out must be personally completed and submitted by the
5 Settlement Class member or his or her attorney. One person may not opt out someone
6 else and so-called “class” opt-outs shall not be permitted or recognized. The
7 Settlement Administrator shall periodically notify Class Counsel and Defendant’s
8 counsel of any notices of intention to opt out.

9 15. All Settlement Class members who submit a timely, valid notice of
10 intent to opt out will be excluded from the Settlement Class and will not be bound by
11 the terms of the Settlement Agreement, shall not be bound by the release of any
12 claims pursuant to the Settlement Agreement or any judgment, and shall not be
13 entitled to object to the Settlement Agreement or appear at the Final Approval
14 Hearing. All Settlement Class Members who do not submit a timely, valid notice of
15 intent to opt out will be bound by the Settlement Agreement and the Judgment,
16 including the release of any claims pursuant to the Settlement Agreement.

17 16. Objections to the Settlement. Any objection to the Settlement must be
18 in writing, filed with the Court, and served on the Settlement Administrator on or
19 before the Objection Deadline, which is [REDACTED], 2025 [60 days from
20 the Settlement Notice Date]. Any objection regarding or related to the Settlement
21 must (i) set forth the Settlement Class Member’s full name, current address, telephone
22 number, and email address; (ii) contain the Settlement Class Member’s original
23 signature; (iii) contain proof that the Settlement Class Member is a member of the
24 Settlement Class (e.g., copy of settlement notice); (iv) state that the Settlement Class
25 Member objects to the Settlement, in whole or in part; (v) set forth a statement of the
26 legal and factual basis for the Objection; (vi) provide copies of any documents that
27 the Settlement Class Member wishes to submit in support of his/her position; (vii)
28 identify all counsel representing the Settlement Class Member, if any; (viii) contain

1 the signature of the Settlement Class Member's duly authorized attorney or other duly
2 authorized representative; and (ix) contain a list, including case name, court, and
3 docket number, of all other cases in which the objector and/or the objector's counsel
4 has filed an objection to any proposed class action settlement.

5 17. Objecting Settlement Class Members may appear at the Final Approval
6 Hearing and be heard. If an objecting Settlement Class Member chooses to appear at
7 the Final Approval Hearing, a notice of intention to appear must be filed with the
8 Court or postmarked no later than the Objection Deadline.

9 18. Any Settlement Class Member who does not make a valid written
10 objection as set forth by the Settlement shall be deemed to have waived such
11 objection and forever shall be foreclosed from making any objection to the fairness
12 or adequacy of or from seeking review by any means, including an appeal, of the
13 Settlement or the Settlement Agreement terms.

14 19. Submission of Claims. To receive a Claim Payment, the Settlement
15 Class Members must follow the directions in the Notice and file a claim with the
16 Settlement Administrator by the Claims Deadlines, which is which is
17 , 2025 [90 days from the Settlement Notice Date]. Settlement Class
18 Members who do not submit a valid claim will not receive a Claim Payment and will
19 be bound by the Settlement.

20 ///

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20. Schedule of Events. The following events shall take place as indicated in the chart below:

EVENT	DATE
Settlement Notice Date (the date Settlement Administrator must commence Class Notice)	Within 30 calendar days after the issuance of the Preliminary Approval Order
Claims Deadline (submission deadline for Claims)	90 calendar days after the Notice Date
Objection Deadline (filing deadline for Objections)	60 calendar days after the Notice Date
Exclusion Deadline (deadline to submit notice of intent to opt out)	60 calendar days after the Notice Date
Motions for Attorneys' Fees, Reimbursement of Expenses, and Service Payments to be filed by Plaintiffs' Counsel	14 court days prior to the Objection / Exclusion Deadline
Motion for Final Approval	14 court days prior to Final Approval Hearing
Final Approval Hearing	Any date that is at least 130 days after the issuance of the Preliminary Approval Order

21. Authority to Extend. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to the Settlement Class Members. The Final Approval Hearing may, from time to time and without further notice to the Settlement Class, be continued by order of the Court.

22. If, for any reason, the Settlement Notice Date does not or cannot commence at the time specified above, the Parties will confer in good faith and recommend a corresponding extension of the Claims Deadline and, if necessary, appropriate extensions to the Objection and Opt-Out deadlines, to the Court.

23. Notice to appropriate federal and state officials. The Settlement Administrator shall, within ten (10) calendar days of the entry of this Preliminary Approval Order, prepare and provide the notices required by the Class Action Fairness Act of 2005, Pub. L. 109-2 (2005), including, but not limited to, the notices to the United States Department of Justice and to the Attorneys General of all states in which Settlement Class members reside, as specified in 28 U.S.C. § 1715. Class Counsel and counsel for Defendant shall cooperate in the drafting of such notices and shall provide the Settlement Administrator with any and all information in their possession necessary for the preparation of these notices.

24. Final Approval Hearing. The Court shall conduct a Final Approval Hearing to determine final approval of the Agreement on [redacted] at [redacted] [am/pm] [a date no earlier than 130 days after the Preliminary Approval Order]. At the Final Approval Hearing, the Court shall address whether the proposed Settlement should be finally approved as fair, reasonable and adequate, and whether the Final Approval Order and Judgment should be entered; and whether Class Counsel's application for attorneys' fees, costs, expenses and service award should be approved. Consideration of any application for an award of attorneys' fees, costs, expenses and service award shall be separate from consideration of whether or not the proposed Settlement should be approved, and from each other. The Court will not decide the amount of any service award or Class Counsel's attorneys' fees until the Final Approval Hearing. The Final Approval Hearing may be adjourned or continued without further notice to the Class.

25. In the Event of Non-Approval. In the event that the proposed Settlement is not approved by the Court, the Effective Date does not occur, or the Settlement

1 implementing, or enforcing the terms and conditions of the Agreement, this Order,
2 the Final Approval Order, and the Judgment.

3 28. Retention of Jurisdiction. The Court retains jurisdiction over this Action
4 to consider all further matters arising out of or connected with the Settlement
5 Agreement and the settlement described therein.

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7 **IT IS SO ORDERED.**

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10 Dated: _____

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12 HONORABLE JESUS G. BERNAL
13 UNITED STATES DISTRICT
14 JUDGE
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EXHIBIT F

B.K., and N.Z., individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

EISENHOWER MEDICAL CENTER

Defendant.

**[PROPOSED] ORDER
GRANTING FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT**

Date: [REDACTED], 2025
Time: 9:00 a.m.
Location: Courtroom 1

Complaint Filed: October 12, 2023
FAC Filed: April 22, 2024

1 WHEREAS, Plaintiffs' Motion for Final Approval of Class Action Settlement
2 came on for hearing before this Court on [REDACTED], 2025, with Class Counsel
3 Clarkson Law Firm, P.C. and Almeida Law Group LLC ("**Class Counsel**") appearing
4 on behalf of Plaintiffs B.K. and N.Z ("**Settlement Class Representatives**" or
5 "**Plaintiffs**"), and Baker & Hostetler LLP appearing on behalf of Eisenhower Medical
6 Center ("**Defendant**") (collectively, the "**Parties**");

7 WHEREAS, on April 22, 2024, Settlement Class Representatives B.K. and N.Z
8 filed their operative complaint in *B.K. et. al., v. Eisenhower Medical Center*, Case No.
9 5:23-cv-02092-JGB-DTB;

10 WHEREAS, Plaintiffs allege that Defendant systematically violated the medical
11 privacy rights of its patients by exposing their highly sensitive personal information
12 without knowledge or consent to Meta Platform Inc. d/b/a Facebook ("**Meta**" or
13 "**Facebook**") and Google, via tracking and collection tools surreptitiously enabled on
14 Defendant's website(s);

15 WHEREAS, Defendant denies Plaintiffs' claims, the material allegations of
16 Plaintiffs' complaint, and that it is liable to Plaintiffs and the Settlement Class in any
17 manner or amount whatsoever;

18 WHEREAS, the Parties have submitted their Settlement, as set forth in the
19 Settlement Agreement dated February 17, 2025 (attached hereto as **Exhibit 1**), which
20 this Court preliminarily approved on [REDACTED] (the "**Preliminary Approval**
21 **Order**");

22 WHEREAS, the Preliminary Approval Order established a Claims Period
23 concluding on [REDACTED];

24 WHEREAS, the Preliminary Approval Order established an Opt-Out Deadline
25 and Objection Deadline of [REDACTED];

26 WHEREAS, in accordance with the Preliminary Approval Order, Class Members
27 have been given notice of the terms of the Settlement and the opportunity to object to
28 or exclude themselves from its provisions;

- 1 c. The claims of the Settlement Class Representatives are typical of the
2 claims of the Settlement Class;
3 d. The Settlement Class Representatives B.K. and N.Z., and Class
4 Counsel have fairly and adequately protected the interests of the
5 Settlement Class;
6 e. Defendant has acted or refused to act on grounds generally applicable
7 to the Settlement Class, thereby making appropriate final injunctive
8 relief with respect to the Settlement Class as a whole.

9 6. Adequate Representation. The Court orders that Settlement Class
10 Representatives B.K. and N.Z. are appointed as the Settlement Class Representatives.
11 The Court also orders that Ryan J. Clarkson, Yana Hart and Bryan P. Thompson of
12 Clarkson Law Firm, P.C., and Matthew J. Langley of Almeida Law Group LLC are
13 appointed as Class Counsel. The Court finds that the Settlement Class Representatives
14 and Class Counsel fairly and adequately represent and protect the interests of the absent
15 Settlement Class Members in accordance with Fed. R. Civ. P. 23.

16 7. Arms-Length Negotiations. The Court finds that the proposed Settlement
17 is fair, reasonable, and adequate based on the value of the Settlement, and the relative
18 risks and benefits of further litigation. The Settlement was arrived at after sufficient
19 investigation and discovery and was based on arms-length negotiations, including a full
20 day mediation.

21 8. Settlement Class Notice. The Court directed that notice be given to
22 Settlement Class Members by e-mail, mail, and/or other means pursuant to the Notice
23 Program proposed by the Parties in the Settlement and approved by the Court. The
24 declaration from Settlement Administrator EAG Gulf Coast, LLC attesting to the
25 dissemination of notice to the Settlement Class demonstrates compliance with this
26 Court's Order Granting Preliminary Approval of Class Settlement. The Notice Program
27 set forth in the Settlement successfully advised Settlement Class members of the terms
28 of the Settlement, the Final Approval Hearing, and their right to appear at such hearing;

1 their rights to remain in or opt out of the Settlement Class and to object to the
2 Settlement; the procedures for exercising such rights; and the binding effect of the
3 Judgment herein.

4 9. The Court finds that distribution of the Class Notice constituted the best
5 notice practicable under the circumstances, and constituted valid, due, and sufficient
6 notice to all members of the Settlement Class. The Court finds that such notice complies
7 fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States,
8 and any other applicable laws. The Class Notice informed the Settlement Class of: (1)
9 the terms of the Settlement; (2) their right to submit objections, if any, and to appear in
10 person or by counsel at the final approval hearing and to be heard regarding approval
11 of the Settlement; (3) their right to request exclusion from the Settlement Class and the
12 Settlement; and (4) the location and date set for the final approval hearing. Adequate
13 periods of time were provided by each of these procedures.

14 10. The Court finds and determines that the Notice Program carried out by
15 EAG Gulf Coast LLC afforded adequate protections to Settlement Class members and
16 provides the basis for the Court to make an informed decision regarding approval of the
17 Settlement based on the responses of the Settlement Class members. The Court finds
18 and determines that the Class Notice was the best notice practicable, and has satisfied
19 the requirements of law and due process.

20 11. Settlement Class Response. A total of [REDACTED] Settlement Class Members
21 submitted Approved Claims, and there have been [REDACTED] Objections to the Settlement
22 (defined below) and [REDACTED] Requests for Exclusion.

23 a. [After careful consideration, the Court hereby overrules Objector X's
24 Objection for the reasons stated on the record.]/[No Objections were
25 received to the Settlement. This positive reaction by the Settlement Class
26 demonstrates the strength of the Settlement.]

27 b. [The Court also hereby orders that each of the individuals appearing on the
28 list annexed hereto as Exhibit A who submitted valid Requests for

1 15. The Court finds that the Settlement is fair when compared to the strength
2 of Plaintiffs' case, Defendant's defenses, the risks involved in further litigation and
3 maintaining class status throughout the litigation, and the amount offered in settlement.

4 16. The Court finds that the Parties conducted extensive investigation and
5 research, and that their attorneys were able to reasonably evaluate their respective
6 positions.

7 17. The Court finds that Class Counsel has extensive experience acting as
8 counsel in complex class action cases and their view on the reasonableness of the
9 Settlement was therefore given its due weight.

10 18. The Court hereby grants final approval to and orders the payment of those
11 amounts to be made to the Settlement Class Members in accordance with the terms of
12 the Settlement Agreement. The Court finds and determines that the Cash Compensation
13 Payments to be paid to each Settlement Class Member as provided for by the Settlement
14 are fair and reasonable.

15 19. The Court further finds that the Settlement Class's reaction to the
16 Settlement weighs in favor of granting Final Approval of the Settlement.

17 20. The Settlement Agreement is not an admission of liability by Defendant,
18 nor is this Order a finding of the validity of any allegations or of any wrongdoing by
19 Defendant. Neither this Order, the Settlement, nor any document referred to herein, nor
20 any action taken to carry out the Settlement, shall be construed or deemed an admission
21 of liability, culpability, negligence, or wrongdoing on the part of Defendant.

22 21. Based upon claims received as of the date of this Order, the Parties expect
23 approximately \$ [REDACTED] of the gross settlement fund to be available for *cy pres*
24 distribution to appropriate charitable organizations identified by the parties and
25 approved by the Court. The Court hereby approves awards of [insert details of *cy pres*
26 awards]. The Parties may adjust these awards upwards or downwards as necessary to
27 fully exhaust (but not exceed) the amounts available for distribution after payment of
28 all other settlement expenses, without further Order of the Court.

1 22. Attorneys' Fees and Costs; Service Awards. The Court approves payment
2 of attorneys' fees to Class Counsel in the amount of \$ [REDACTED] plus their costs of
3 \$ [REDACTED]. This amount shall be paid from the Settlement Fund in accordance
4 with the terms of the Settlement Agreement. The Court, having considered the materials
5 submitted by Class Counsel in support of final approval of the Settlement and their
6 request for attorneys' fees and costs, finds the award of attorneys' fees and costs fair,
7 adequate, and reasonable, and the Court notes that the class notice specifically and
8 clearly advised the class that Class Counsel would seek the award.

9 23. In making this award of attorneys' fees and costs, the Court has further
10 considered and found that:

- 11 a. The Settlement Agreement created a Total Settlement Fund of \$875,000.00
12 in cash for the benefit of the Settlement Class pursuant to the terms of the
13 Settlement Agreement;
- 14 b. Defendants will implement the Equitable Relief set forth in Paragraph 14
15 above;
- 16 c. Settlement Class Members who submitted valid claims will obtain a
17 monetary benefit from of the efforts of the Class Counsel and the
18 Settlement Class Representatives;
- 19 d. The fee sought by the Class Counsel is fair and reasonable and based on
20 the fees incurred by Class Counsel;
- 21 e. Class Counsel have prosecuted the action with skill, perseverance, and
22 diligence, as reflected by the Settlement Fund, and the positive reaction to
23 the Settlement Agreement by the Settlement Class;
- 24 f. This Action involved complex factual and legal issues that were
25 extensively researched and developed by the Class Counsel;
- 26 g. Class Counsel's rates are fair, reasonable, and consistent with rates
27 accepted within this jurisdiction for complex consumer class action
28 litigation;

h. Had the Settlement not been achieved, a significant risk existed that Plaintiffs and the Settlement Class Members may have recovered significantly less or nothing from Defendant; and

i. The amount of attorneys' fees awarded and expenses reimbursed are appropriate to the specific circumstances of this action.

24. Defendant shall not be liable for any additional fees or expenses for Class Counsel or counsel of any Class Representative or Settlement Class Member in connection with the Action beyond those expressly provided in the Settlement Agreement.

25. The attorneys' fees and costs set forth in this Order shall be paid and distributed in accordance with the terms of the Settlement Agreement.

26. The Court approves the Service Award payments of \$ [REDACTED] to each Settlement Class Representative, B.K. and N.Z., and finds such amounts to be reasonable in light of the services performed by Plaintiffs for the class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement. This Service Award is justified by: (1) the risks the Settlement Class Representatives faced in bringing this lawsuit, financial and otherwise; (2) the amount of time and effort spent on this action by the Settlement Class Representatives; and (3) the benefits the Settlement Class Representatives helped obtain for the Settlement Class Members under the Settlement.

27. The Court finds that the Settlement Administrator, EAG Gulf Coast, LLC, is entitled to recover costs from the Settlement Fund in the amount of \$ [REDACTED] for settlement administration.

28. Dismissal. The Action is hereby DISMISSED WITH PREJUDICE, on the merits, by Plaintiffs and all Settlement Class Members as against Defendant on the terms and conditions set forth in the Settlement Agreement without costs to any party, except as expressly provided for in the Settlement Agreement.

29. Release. Upon the Effective Date as defined in the Settlement Agreement, the Settlement Class Members shall be deemed to have, and by operation of the Judgment herein shall have, unconditionally, fully, and finally released and forever discharged the Released Persons from all Released Claims.

1 asserted if the Agreement had never been reached or proposed to the Court, except
2 insofar as the Agreement expressly provides to the contrary. In such an event, the
3 certification of the Settlement Class will be deemed vacated. The certification of the
4 Settlement Class for settlement purposes will not be considered as a factor in connection
5 with any subsequent class certification issues.

6 34. Settlement as Defense. In the event that any provision of the Settlement or
7 this Final Order is asserted by Defendant as a defense in whole or in part to any claim,
8 or otherwise asserted (including, without limitation, as a basis for a stay) in any other
9 suit, action, or proceeding brought by a Settlement Class Member or any person actually
10 or purportedly acting on behalf of any Settlement Class Member(s), that suit, action or
11 other proceeding shall be immediately stayed and enjoined until this Court or the court
12 or tribunal in which the claim is pending has determined any issues related to such
13 defense or assertion. Solely for purposes of such suit, action, or other proceeding, to the
14 fullest extent they may effectively do so under applicable law, the Parties irrevocably
15 waive and agree not to assert, by way of motion, as a defense or otherwise, any claim
16 or objection that they are not subject to the jurisdiction of this Court, or that this Court
17 is, in any way, an improper venue or an inconvenient forum. These provisions are
18 necessary to protect the Settlement Agreement, this Order and this Court's authority to
19 effectuate the Settlement and are ordered in aid of this Court's jurisdiction and to protect
20 its judgment.

21 35. Retention of Jurisdiction. Without affecting the finality of the Judgment
22 and Order in any way, the Court retains jurisdiction of all matters relating to the
23 interpretation, administration, implementation, effectuation and enforcement of this
24 Order and the Settlement.

25 36. Nothing in this Order shall preclude any action before this Court to enforce
26 the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Order,
27 including the requirement that Defendant make payments to participating Settlement
28 Class Members in accordance with the Settlement.

1 37. The Parties and the Settlement Administrator will comply with all
2 obligations under the Settlement Agreement until the Settlement is fully and finally
3 administered.

4 38. The Parties shall bear their own costs and attorneys' fees except as
5 otherwise provided by the Settlement Agreement and this Court.

6 39. Entry of Judgment. The Court finds, pursuant to Rules 54(a) and (b) of the
7 Federal Rules of Civil Procedure, that Final Judgment ("Judgment") should be entered
8 and that there is no just reason for delay in the entry of the Judgment, as Final Judgment,
9 as to Plaintiffs, the Settlement Class Members, and Defendant.

10
11 **IT IS SO ORDERED.**

12
13 Dated: _____

HON. JESUS G. BERNAL
UNITED STATES DISTRICT JUDGE

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

B.K., and N.Z., individually and on behalf of all others similarly situated,

Plaintiffs,

V.

EISENHOWER MEDICAL CENTER,

Defendant.

Case No.: 5:23-cv-02092-JGB-DTB

**[PROPOSED] FINAL
JUDGMENT**

Hearing Information

Date: _____, 2025

Time: 9:00 a.m.

Location: Courtroom 1

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024

[PROPOSED] FINAL JUDGMENT

For the reasons set forth in this Court's Final Approval Order, in the above-captioned matter as to the following class of persons:

All identifiable individuals who logged into the EMC MyChart patient portal, and/or submitted an online form and/or scheduled a laboratory appointment on EMC's public website www.eisenhowerhealth.org, in the time frame of January 1, 2019, to May 3, 2023.

Excluded from the Settlement Class are: (1) the presiding judges in this Action; (2) any clerks of said judges; (3) Defendant; (4) any of Defendant's affiliates, parents, subsidiaries, officers, and directors; and (5) any persons who timely opt-out of the Settlement Class.

JUDGMENT IS HEREBY ENTERED, pursuant to Federal Rule of Civil Procedure 58, as to the above-specified class of persons and entities, Plaintiffs B.K. and N.Z. (collectively "Plaintiffs" or "Settlement Class Representatives") and Defendant Eisenhower Medical Center ("Defendant") on the terms and conditions of the Class Action Settlement Agreement (the "Settlement Agreement") approved by the Court's Final Approval Order, dated [REDACTED].

1. The Court, for purposes of this Final Judgment, adopts the terms and definitions set forth in the Settlement Agreement incorporated into the Final Approval Order.

2. All Released Claims of the Settlement Class Members are hereby released as against Defendant and the Released Persons, as defined in the Settlement Agreement.

3. The claims of Plaintiffs and the Settlement Class Members are dismissed with prejudice in accordance with the Court's Final Approval Order.

4. The Parties shall bear their own costs and attorneys' fees, except as set forth in the Final Approval Order.

EXHIBIT B

B.K, et al., v. Eisenhower Medical Center

Case No. 23-cv-02092-JGB-DTB

Bloomberg Law Article re Hourly Rates

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

By Roy Strom

Column

June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worth Your Time

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

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

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

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

To contact the reporter on this story: Roy Strom in Chicago at rstrom@bloomberglaw.com

To contact the editors responsible for this story: Chris Opfer at copfer@bloomberglaw.com; John Hughes at jhughes@bloombergindustry.com

Documents

[Trustee's Objection](#)

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Law Firms

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Topics

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Companies

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EXHIBIT C

B.K, et al., v. Eisenhower Medical Center

Case No. 23-cv-02092-JGB-DTB

ALM Legal Intelligence NLJ Billing Survey

2014 NLJ Billing Survey

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Year	Firm Name	Location	Average FTE Attorneys	Partner Billing Rate High	Partner Billing Rate Low	Partner Billing Rate Avg	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Avg	Counsel Avg	Counsel Low	Counsel High	NLJ Billing Source	Notes
2014	Adams and Reese	New Orleans, LA	318	\$700.00	\$305.00	\$420.00	\$315.00	\$220.00	\$270.00	\$500.00	\$425.00	\$575.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Akerman	Miami, FL	523	\$880.00	\$380.00	\$535.00	\$465.00	\$205.00	\$305.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Akin Gump Strauss Hauer & Feld	Washington, DC	809	\$1220.00	\$615.00	\$785.00	\$660.00	\$365.00	\$525.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Allen Matkins Leck Gamble Mallory & Natisis	Los Angeles, CA	181	\$680.00	\$525.00	\$615.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Alston & Bird	Atlanta, GA	789	\$875.00	\$495.00	\$675.00	\$575.00	\$280.00	\$425.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Andrews Kurth	Houston, TX	337	\$1080.00	\$745.00	\$890.00	\$1080.00	\$265.00	\$670.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Archer & Greiner	Haddonfield, NJ	194	\$460.00	\$330.00	\$400.00	\$295.00	\$200.00	\$245.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Arent Fox	Washington, DC	330	\$860.00	\$500.00	\$650.00	\$595.00	\$275.00	\$395.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Anall Golden Gregory	Atlanta, GA	140	\$520.00	\$430.00	\$490.00											National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Arnold & Porter	Washington, DC	720	\$950.00	\$670.00	\$815.00	\$610.00	\$345.00	\$500.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Arnstein & Lehr	Chicago, IL	144	\$595.00	\$350.00	\$465.00	\$350.00	\$175.00	\$250.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Baker & Hostetler	Cleveland, OH	798	\$670.00	\$275.00	\$449.00	\$350.00	\$210.00	\$272.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Baker & McKenzie	Chicago, IL	4087	\$1130.00	\$260.00	\$755.00	\$925.00	\$100.00	\$395.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Baker, Donelson, Bearman, Caldwell & Berkowitz	Memphis, TN	588	\$495.00	\$340.00	\$400.00	\$485.00	\$245.00	\$295.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ballard Spahr	Philadelphia, PA	483	\$650.00	\$395.00	\$475.00	\$495.00	\$235.00	\$315.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Barnes & Thornburg	Indianapolis, IN	522	\$580.00	\$330.00	\$480.00	\$370.00	\$260.00	\$320.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Benesch, Friedlander, Coplan & Aronoff	Cleveland, OH	150	\$635.00	\$360.00	\$455.00	\$475.00	\$155.00	\$280.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Best Best & Krieger	Riverside, CA	176	\$655.00	\$340.00	\$455.00	\$385.00	\$235.00	\$280.00	\$439.83	\$340.00	\$595.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Bingham McCutchen	Boston, MA	795	\$1080.00	\$220.00	\$795.00	\$605.00	\$185.00	\$450.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Blank Rome	Philadelphia, PA	447	\$940.00	\$445.00	\$640.00	\$565.00	\$175.00	\$350.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bond, Schoenack & King	Syracuse, NY	198	\$520.00	\$240.00	\$355.00	\$310.00	\$160.00	\$225.00	\$360.00	\$275.00	\$485.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bowles Rice	Charleston, WV	140	\$285.00	\$165.00	\$230.00	\$180.00	\$115.00	\$135.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bracewell & Giuliani	Houston, TX	441	\$1125.00	\$575.00	\$760.00	\$700.00	\$275.00	\$440.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bradley Arant Boult Cummings	Birmingham, AL	413	\$605.00	\$325.00	\$430.00	\$340.00	\$200.00	\$260.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Broad and Cassel	Orlando, FL	150	\$465.00	\$295.00	\$380.00						National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Brown Rudnick	Boston, MA	187	\$1045.00	\$650.00	\$856.00						National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Brownstein Hyatt Farber Schreck	Denver, CO	214	\$700.00	\$310.00	\$520.00	\$345.00	\$265.00	\$305.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Bryan Cave	St. Louis, MO	985	\$900.00	\$410.00	\$620.00	\$595.00	\$220.00	\$405.00	\$635.00	\$355.00	\$865.00	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014 Buchalter Nemer	Los Angeles, CA	139	\$695.00	\$475.00	\$605.00	\$375.00	\$350.00	\$365.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Burr & Forman	Birmingham, AL	261	\$525.00	\$300.00	\$371.00	\$275.00	\$200.00	\$241.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Butler Snow	Ridgeland, MS	280	\$335.00	\$235.00	\$302.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Cadwalader, Wickersham & Taft	New York, NY	437	\$1050.00	\$800.00	\$930.00	\$750.00	\$395.00	\$605.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Carlton Fields	Tampa, FL	272	\$840.00	\$455.00	\$600.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Cole, Schotz, Meisel, Forman & Leonard	Hackensack, NJ	118	\$730.00	\$590.00	\$653.00	\$340.00	\$275.00	\$302.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Cornell Foley	Roseland, NJ	129	\$575.00	\$275.00	\$425.00	\$325.00	\$200.00	\$265.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Cooley	Palo Alto, CA	673	\$990.00	\$660.00	\$820.00	\$640.00	\$335.00	\$515.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Covington & Burling	Washington, DC	760	\$890.00	\$605.00	\$780.00	\$565.00	\$320.00	\$415.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014 Cozen O'Connor	Philadelphia, PA	495	\$1135.00	\$275.00	\$570.00	\$640.00	\$180.00	\$355.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Curtis, Mallet-Prevost, Colt & Mosie	New York, NY	323	\$860.00	\$730.00	\$800.00	\$785.00	\$345.00	\$480.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Davis Graham & Stubbs	Denver, CO	145	\$635.00	\$315.00	\$435.00	\$350.00	\$200.00	\$255.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Davis Polk & Wardwell	New York, NY	810	\$985.00	\$850.00	\$975.00	\$975.00	\$130.00	\$615.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Debevoise & Plimpton	New York, NY	595	\$1075.00	\$955.00	\$1055.00	\$760.00	\$120.00	\$490.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dechert	New York, NY	845	\$1085.00	\$670.00	\$900.00	\$735.00	\$395.00	\$530.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dentons	New York, NY	2503	\$1050.00	\$345.00	\$700.00	\$685.00	\$210.00	\$425.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dickstein Shapiro	Washington, DC	254	\$1250.00	\$590.00	\$750.00	\$585.00	\$310.00	\$475.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dinsmore & Shohl	Cincinnati, OH	415	\$850.00	\$250.00	\$411.00	\$365.00	\$160.00	\$238.00	\$360.00	\$150.00	\$615.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	DLA Piper	New York, NY	3962	\$1025.00	\$450.00	\$765.00	\$750.00	\$250.00	\$510.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Dorsey & Whitney	Minneapolis, MN	501	\$585.00	\$340.00	\$435.00	\$510.00	\$215.00	\$315.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Duane Morris	Philadelphia, PA	613	\$960.00	\$415.00	\$589.00	\$585.00	\$280.00	\$373.00	\$638.00	\$460.00	\$1015.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Edwards Wildman Palmer	Boston, MA	540	\$765.00	\$210.00	\$535.00	\$415.00	\$245.00	\$325.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Faegre Baker Daniels	Minneapolis, MN	673	\$580.00	\$355.00	\$455.00	\$315.00	\$110.00	\$260.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Foley & Lardner	Milwaukee, WI	844	\$860.00	\$405.00	\$600.00	\$470.00	\$210.00	\$335.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Foley Hoag	Boston, MA	221	\$775.00	\$590.00	\$670.00	\$385.00	\$290.00	\$325.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Fox Rothschild	Philadelphia, PA	531	\$750.00	\$335.00	\$530.00	\$500.00	\$245.00	\$310.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Fried, Frank, Harris, Shriver & Jacobson	New York, NY	450	\$1100.00	\$930.00	\$1000.00	\$760.00	\$375.00	\$595.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Frost Brown Todd	Cincinnati, OH	414	\$600.00	\$220.00	\$387.00	\$315.00	\$150.00	\$234.00	\$417.00	\$350.00	\$540.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Gardere Wynne Sewell	Dallas, TX	218	\$775.00	\$430.00	\$635.00	\$330.00	\$290.00	\$303.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Gibbons	Newark, NJ	201	\$865.00	\$440.00	\$560.00	\$475.00	\$295.00	\$360.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Gibson, Dunn & Crutcher	New York, NY	1154	\$1800.00	\$785.00	\$980.00	\$930.00	\$175.00	\$590.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Gordon Rees Scully Mansukhani	San Diego, CA	478	\$475.00	\$375.00	\$420.00	\$325.00	\$285.00	\$300.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Greenberg Traurig	New York, NY	1690	\$955.00	\$535.00	\$763.00	\$570.00	\$325.00	\$470.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Harris Beach	Rochester, NY	198	\$400.00	\$298.00	\$348.00	\$285.00	\$175.00	\$230.00	\$287.50	\$175.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Harter Secrest & Emery	Rochester, NY	132	\$465.00	\$300.00	\$385.00	\$290.00	\$195.00	\$250.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Haynes and Boone	Dallas, TX	483	\$1020.00	\$450.00	\$670.00	\$580.00	\$310.00	\$405.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Hogan Lovells	Washington, DC	2313	\$1000.00	\$705.00	\$835.00										National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Holland & Hart	Denver, CO	423	\$725.00	\$305.00	\$442.00	\$425.00	\$175.00	\$277.00	\$363.00	\$225.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Holland & Knight	Washington, DC	956	\$1085.00	\$355.00	\$625.00	\$595.00	\$210.00	\$340.00	\$575.00	\$420.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Honigman Miller Schwartz and Cohn	Detroit, MI	231	\$560.00	\$290.00	\$390.00	\$225.00	\$205.00	\$220.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Hughes Hubbard & Reed	New York, NY	351	\$995.00	\$725.00	\$890.00	\$675.00	\$365.00	\$555.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Husch Blackwell	St. Louis, MO	539	\$785.00	\$250.00	\$449.00	\$440.00	\$190.00	\$275.00	\$240.00	\$625.00						National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ice Miller	Indianapolis, IN	291	\$530.00	\$335.00	\$450.00	\$305.00	\$245.00	\$270.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Irell & Manella	Los Angeles, CA	166	\$975.00	\$800.00	\$890.00	\$750.00	\$395.00	\$535.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jackson Kelly	Charleston, WV	179	\$535.00	\$270.00	\$345.00	\$315.00	\$200.00	\$243.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jackson Lewis	Los Angeles, CA	724	\$440.00	\$310.00	\$380.00	\$315.00	\$275.00	\$290.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jackson Walker	Dallas, TX	333	\$675.00	\$575.00	\$622.00	\$385.00	\$255.00	\$335.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jeffer, Mangels, Butler & Mitchell	Los Angeles, CA	125	\$875.00	\$560.00	\$690.00											National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jenner & Block	Chicago, IL	434	\$925.00	\$565.00	\$745.00	\$550.00	\$380.00	\$465.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Jones Day	New York, NY	2464	\$975.00	\$445.00	\$745.00	\$775.00	\$205.00	\$435.00								National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Jones Walker	New Orleans, LA	363	\$425.00	\$275.00	\$385.00	\$240.00	\$200.00	\$225.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kasowitz, Benson, Torres & Friedman	New York, NY	372	\$1195.00	\$600.00	\$835.00	\$625.00	\$200.00	\$340.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Katten Muchin Rosenman	Chicago, IL	612	\$745.00	\$500.00	\$615.00	\$595.00	\$340.00	\$455.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kaye Scholer	New York, NY	392	\$1250.00	\$725.00	\$860.00	\$795.00	\$370.00	\$597.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kelley Drye & Warren	New York, NY	293	\$815.00	\$435.00	\$640.00	\$600.00	\$305.00	\$430.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kipatrick Townsend & Stockton	Atlanta, GA	561	\$775.00	\$400.00	\$550.00	\$475.00	\$315.00	\$385.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	King & Spalding	Atlanta, GA	874	\$995.00	\$545.00	\$775.00	\$735.00	\$125.00	\$460.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kirkland & Ellis	Chicago, IL	1554	\$995.00	\$590.00	\$825.00	\$715.00	\$235.00	\$540.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Knobbe Martens Olson & Bear	Irvine, CA	260	\$810.00	\$450.00	\$575.00	\$465.00	\$305.00	\$360.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Kramer Levin Nafatalis & Frankel	New York, NY	313	\$1100.00	\$745.00	\$921.00	\$815.00	\$515.00	\$675.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Lane Powell	Seattle, WA	170	\$675.00	\$375.00	\$516.00	\$425.00	\$260.00	\$331.00	\$477.00	\$300.00	\$650.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Latham & Watkins	New York, NY	2060	\$1110.00	\$895.00	\$990.00	\$725.00	\$465.00	\$605.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lathrop & Gage	Kansas City, MO	283	\$700.00	\$285.00	\$420.00	\$375.00	\$195.00	\$250.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lewis Roca Rotherger	Phoenix, AZ	228	\$695.00	\$380.00	\$505.00	\$525.00	\$205.00	\$400.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lindquist & Vennum	Minneapolis, MN	178	\$600.00	\$460.00	\$520.00	\$470.00	\$275.00	\$365.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Littler Mendelson	San Francisco, CA	1002	\$615.00	\$395.00	\$550.00	\$420.00	\$245.00	\$290.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Lowenstein Sandler	Roseland, NJ	261	\$990.00	\$600.00	\$765.00	\$650.00	\$300.00	\$450.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Manatt, Phelps & Phillips	Los Angeles, CA	329	\$795.00	\$640.00	\$740.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McCarter & English	Newark, NJ	371	\$625.00	\$450.00	\$530.00	\$370.00	\$220.00	\$300.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McDermott Will & Emery	Chicago, IL	1021	\$835.00	\$525.00	\$710.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	McElroy, Deutsch, Mulvaney & Carpenter	Morristown, NJ	274	\$560.00	\$325.00	\$445.00	\$335.00	\$200.00	\$295.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McGuireWoods	Richmond, VA	931	\$725.00	\$450.00	\$595.00	\$525.00	\$285.00	\$360.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	McKenna Long & Aldridge	Atlanta, GA	518	\$650.00	\$480.00	\$530.00	\$425.00	\$375.00	\$395.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Michael, Best & Friedrich	Milwaukee, WI	189	\$650.00	\$235.00	\$445.00	\$425.00	\$200.00	\$283.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Miles & Stockbridge	Baltimore, MD	226	\$740.00	\$340.00	\$478.00	\$425.00	\$230.00	\$290.00	\$419.00	\$225.00	\$695.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Moore & Van Allen	Charlotte, NC	274	\$870.00	\$315.00	\$490.00	\$430.00	\$190.00	\$280.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Morgan, Lewis & Bockius	Philadelphia, PA	1363	\$785.00	\$430.00	\$620.00	\$585.00	\$270.00	\$390.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Morris, Manning & Martin	Atlanta, GA	148	\$575.00	\$400.00	\$480.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Morrison & Foerster	San Francisco, CA	1020	\$1195.00	\$595.00	\$865.00	\$725.00	\$230.00	\$525.00				National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Nelson Mullins	Columbia, SC	466	\$800.00	\$250.00	\$444.00	\$395.00	\$215.00	\$271.00	\$376.00	\$195.00	\$600.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Nixon Peabody	Boston, MA	584	\$850.00	\$295.00	\$520.00	\$550.00	\$180.00	\$300.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Norris McLaughlin & Marcus	Bridgewater, NJ	128	\$505.00	\$485.00	\$495.00	\$365.00	\$185.00	\$275.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Norton Rose Fulbright	Houston, TX	3537	\$900.00	\$525.00	\$775.00	\$515.00	\$300.00	\$400.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Nossaman	Los Angeles, CA	148	\$800.00	\$370.00	\$579.00	\$490.00	\$255.00	\$340.00	\$495.00	\$440.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Nutter McClennen & Fish	Boston, MA	146	\$715.00	\$470.00	\$575.00	\$460.00	\$295.00	\$375.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ogletree Deakins	Atlanta, GA	668	\$650.00	\$250.00	\$360.00	\$385.00	\$200.00	\$260.00	\$315.00	\$230.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	O'Melveny & Myers	Los Angeles, CA	721	\$950.00	\$615.00	\$715.00						National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Orrick Herrington & Sutcliffe	New York, NY	954	\$1095.00	\$715.00	\$845.00	\$375.00	\$710.00	\$560.00	\$735.00	\$685.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Palmer Poe Adams & Bernstein	Charlotte, NC	185	\$500.00	\$425.00	\$450.00						National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Paul Hastings	New York, NY	889	\$900.00	\$750.00	\$815.00	\$755.00	\$335.00	\$540.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Paul, Weiss, Rifkind, Wharton & Garrison	New York, NY	854	\$1120.00	\$760.00	\$1040.00	\$735.00	\$595.00	\$678.00									National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Pepper Hamilton	Philadelphia, PA	510	\$950.00	\$465.00	\$645.00	\$525.00	\$280.00	\$390.00									National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Perkins Coie	Seattle, WA	861	\$1000.00	\$330.00	\$615.00	\$610.00	\$215.00	\$425.00	\$635.00	\$280.00	\$800.00						National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Pillsbury Winthrop Shaw Pittman	Washington, DC	591	\$1070.00	\$615.00	\$865.00	\$860.00	\$375.00	\$520.00									National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Polsinelli	Kansas City, MO	616	\$775.00	\$325.00	\$435.00	\$350.00	\$235.00	\$279.00	\$376.00	\$300.00	\$450.00						National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Proskauer Rose	New York, NY	712	\$950.00	\$725.00	\$880.00	\$675.00	\$295.00	\$465.00									National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Quarles & Brady	Milwaukee, WI	422	\$625.00	\$425.00	\$519.00	\$600.00	\$210.00	\$335.00									National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Quinn Emanuel Urquhart & Sullivan	New York, NY	673	\$1075.00	\$810.00	\$915.00	\$675.00	\$320.00	\$410.00									National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Reed Smith	Pittsburgh, PA	1555	\$890.00	\$605.00	\$737.00	\$530.00	\$295.00	\$420.00									National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Richards, Layton & Finger	Wilmington, DE	124	\$800.00	\$600.00	\$678.00	\$465.00	\$350.00	\$414.00									National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

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2014	Riker Danzig Scherer Hyland & Perretti	Morristown, NJ	146	\$495.00	\$430.00	\$455.00	\$295.00	\$210.00	\$250.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Robinson & Cole	Hartford, CT	201	\$700.00	\$295.00	\$500.00	\$445.00	\$215.00	\$300.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Rutan & Tucker	Costa Mesa, CA	147	\$675.00	\$345.00	\$490.00	\$500.00	\$230.00	\$320.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Saul Ewing	Philadelphia, PA	240	\$875.00	\$375.00	\$546.00	\$590.00	\$225.00	\$344.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Schiff Hardin	Chicago, IL	317				\$415.00	\$250.00	\$333.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Sedgwick	San Francisco, CA	342	\$615.00	\$305.00	\$425.00	\$475.00	\$250.00	\$325.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Seward & Kissel	New York, NY	143	\$850.00	\$625.00	\$735.00	\$600.00	\$290.00	\$400.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Seyfarth Shaw	Chicago, IL	779	\$860.00	\$375.00	\$610.00	\$505.00	\$225.00	\$365.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Sheppard Mullin Richter & Hampton	Los Angeles, CA	549	\$875.00	\$490.00	\$685.00	\$535.00	\$275.00	\$415.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Shumaker Loop & Kendrick	Toledo, OH	224	\$595.00	\$305.00	\$413.00	\$330.00	\$160.00	\$256.00					National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Shutts & Bowen	Miami, FL	230	\$660.00	\$250.00	\$430.00	\$345.00	\$195.00	\$260.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Skadden, Arps, Slate, Meagher & Flom	New York, NY	1664	\$1150.00	\$845.00	\$1035.00	\$845.00	\$340.00	\$620.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Snell & Wilmer	Phoenix, AZ	411	\$845.00	\$325.00	\$525.00	\$470.00	\$180.00	\$280.00			National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Spilman Thomas & Battle	Charleston, WV	131						\$280.00	\$215.00	\$350.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Squire Patton Boggs			\$950.00	\$350.00	\$655.00	\$530.00	\$250.00	\$355.00			National Law Journal, December 2014	Location data not available due to merger in 2014. Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Sieme, Kessler, Goldstein & Fox	Washington, DC	122	\$795.00	\$450.00	\$577.00	\$470.00	\$285.00	\$346.00	\$483.57	\$520.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Stevens & Lee	Reading, PA	154	\$800.00	\$525.00	\$625.00						National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Stoel Rives	Portland, OR	365	\$800.00	\$300.00	\$492.00	\$465.00	\$205.00	\$287.00	\$312.00	\$280.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Strasburger & Price	Dallas, TX	217	\$680.00	\$290.00	\$435.00	\$365.00	\$210.00	\$270.00	\$475.00	\$300.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Stroock & Stroock & Lavan	New York, NY	285	\$1125.00	\$675.00	\$960.00	\$840.00	\$350.00	\$549.00	\$979.00	\$745.00	National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	Taft Stettinius & Hollister	Cincinnati, OH	357	\$535.00	\$285.00	\$415.00	\$475.00	\$200.00	\$285.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Thompson & Knight	Dallas, TX	290	\$740.00	\$425.00	\$535.00	\$610.00	\$240.00	\$370.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Thompson Coburn	St. Louis, MO	317	\$510.00	\$330.00	\$440.00	\$350.00	\$220.00	\$270.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Troutman Sanders	Atlanta, GA	567	\$975.00	\$400.00	\$620.00	\$570.00	\$245.00	\$340.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Ulmer & Borne	Cleveland, OH	178	\$415.00	\$315.00	\$380.00										National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Varnum	Grand Rapids, MI	133	\$465.00	\$290.00	\$390.00										National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Venable	Washington, DC	533	\$1075.00	\$470.00	\$660.00	\$575.00	\$295.00	\$430.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Vinson & Elkins	Houston, TX	650	\$770.00	\$475.00	\$600.00	\$565.00	\$275.00	\$390.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Waller Lansden Dortch & Davis	Nashville, TN	178	\$600.00	\$350.00	\$460.00	\$335.00	\$190.00	\$245.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Weil, Gotshal & Manges	New York, NY	1157	\$1075.00	\$625.00	\$930.00	\$790.00	\$300.00	\$600.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 NLJ Billing Survey

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2014	White & Case	New York, NY	1895	\$1050.00	\$700.00	\$875.00	\$1050.00	\$220.00	\$525.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wiley Rein	Washington, DC	277	\$950.00	\$550.00	\$665.00	\$535.00	\$320.00	\$445.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Williams Mullen	Richmond, VA	233	\$410.00	\$360.00	\$385.00	\$350.00	\$260.00	\$295.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Willkie Farr & Gallagher	New York, NY	526	\$1090.00	\$790.00	\$950.00	\$790.00	\$350.00	\$580.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wilmer Cutler Pickering Hale and Dorr	Washington, DC	988	\$1250.00	\$735.00	\$905.00	\$695.00	\$75.00	\$290.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Winston & Strawn	Chicago, IL	822	\$995.00	\$650.00	\$800.00	\$590.00	\$425.00	\$520.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wolff & Samson	West Orange, NJ	125	\$450.00	\$325.00	\$400.00	\$450.00	\$225.00	\$340.00							National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Womble Carlyle Sandridge & Rice	Winston-Salem, NC	492	\$640.00	\$470.00	\$554.00										National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report
2014	Wyatt Tarrant & Combs	Louisville, KY	202	\$500.00	\$280.00	\$418.00										National Law Journal, December 2014	Full-time equivalent (FTE) attorneys at the firm and the city of the firm's largest U.S. office as listed in the 2014 NLJ 350 report

2014 Associate Class Billing Survey

EXHIBIT D

B.K, et al., v. Eisenhower Medical Center

Case No. 23-cv-02092-JGB-DTB

**Wall Street Journal Article “On Sale: The \$1,150-
Per Hour Lawyer” Article**

On Sale: The \$1,150-per-Hour Lawyer --- Legal Fees Keep Rising, but Don't Believe Them; Clients Are Demanding, and Getting, Discounts

The Wall Street Journal

April 10, 2013 Wednesday

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THE WALL STREET JOURNAL.
U.S. EDITION

Section: Pg. B1

Length: 1047 words

Byline: By **Jennifer Smith**

Body

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.

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."

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.

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.

On Sale: The \$1,150-per-Hour Lawyer --- Legal Fees Keep Rising, but Don't Believe Them; Clients Are Demanding, and Getting, Discounts

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. 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, the legal business has picked up 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 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, and CEB, a research and advisory-services company. Those numbers are based on legal-spending data from more than 17,000 law firms.

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.

On Sale: The \$1,150-per-Hour Lawyer --- Legal Fees Keep Rising, but Don't Believe Them; Clients Are Demanding, and Getting, Discounts

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 more flexible on price.

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

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EXHIBIT E

B.K, et al., v. Eisenhower Medical Center

Case No. 23-cv-02092-JGB-DTB

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The Firms

April 16, 2012 5:20 PM

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

Posted by Sara Randazzo

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

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

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

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

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

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

The report's key data points include:

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

The Recession's (Minor) Toll: Even amid the economic downturn, the cost of an hour of a lawyer's time continued to rise faster than key measures of inflation. That said, the legal industry wasn't completely immune to the broader economy's slowdown. After rising 8.2 percent between 2007 and 2008, hourly rates rose just 2.3

percent in 2009. Law firms bounced back a bit last year, with rates climbing 5.1 percent, to an average of \$530 an hour.

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

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

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

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

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

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

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

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EXHIBIT F

B.K, et al., v. Eisenhower Medical Center

Case No. 23-cv-02092-JGB-DTB

Wall Street Journal “Top Billers” Article

U.S. EDITION

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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
Radke, Kirk A.	Kirkland & Ellis LLP	Corporate			\$1,250	Reader's Digest Association Inc	2010
Taplin, Ian	Kirkland & Ellis LLP	Tax			\$1,220	Visteon Corp.	2010
Schmidt, Gerhard	Weil Gotshal	Finance	Corporate	Mergers and Acquisition	\$1,165	Aleris International	2010
Gon, Michelle Y.L.	Baker McKenzie	Real Estate	Mergers and Acquisition	Intellectual Property	\$1,163	Motors Liquidation Company	2010
Shutter, Andrew	Cleary Gottlieb	Bankruptcy			\$1,160	Truvo	2010
McDonald, Michael	Cleary Gottlieb	Corporate	Mergers and Acquisition		\$1,160	Truvo	2010
Vandermeersch, 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-Andre	Kirkland & Ellis LLP	Intellectual Property			\$1,105	Reader's Digest Association Inc	2010
Scheler, Brad	Fried Frank	Bankruptcy			\$1,100	Stations 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
Karlan, Mitchell A.	Gibson Dunn	Litigation			\$1,075	Almatis	2010
Brockway, David	Bingham McCutchen	Corporate			\$1,065	Lehman Brothers Holding Inc	2010
Magee, John B.	Bingham McCutchen	Tax			\$1,065	Lehman Brothers Holding Inc	2010
Nelson, William F.	Bingham McCutchen	Tax			\$1,065	Lehman Brothers Holding Inc	2010
Pistillo, 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
Fleder, Robert	Paul Weiss	Labor and Employment			\$1,050	SP Wind Down Inc	2010
Rothenberg, 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	Stations Casinos	2010

Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Palmer, Deryck A.	Cadwalader	Finance	Bankruptcy	Mergers and Acquisition	\$1,050	Lyondell Chemical Company	2010
Aronzon, Paul	Milbank Tweed	Bankruptcy			\$1,050	Lehman Brothers Holding Inc	2010
Bray, Gregory	Milbank Tweed	Bankruptcy			\$1,050	Midway Games Inc	2010
Dunne, Dennis	Milbank Tweed	Bankruptcy			\$1,050	Lehman Brothers Holding Inc	2010
Schiff, Kenneth E.	Weil Gotshal	Mergers and Acquisitions			\$1,030	Extended Stay Inc	2010
Kar, Partha	Kirkland & Ellis LLP	Bankruptcy			\$1,030	Reader's Digest Association Inc	2010
Budd, Thomas M.	Gibson Dunn	Finance			\$1,027	Lehman Brothers Holding Inc	2010
Moore, Robert Jay	Milbank Tweed	Bankruptcy			\$1,025	Claim Jumper	2010
Dakin-Grimm, Linda	Milbank Tweed	Litigation			\$1,025	Lehman Brothers Holding Inc	2010
Davis, Trayton M.	Milbank Tweed	Finance	Bankruptcy	Investment Funds Litigation	\$1,025	Lehman Brothers Holding Inc	2010
Grushkin, Jay D.	Milbank Tweed	International Law	Finance	Transportation	\$1,025	Lehman Brothers Holding Inc	2010
Heller, David S.	Latham Watkins	Bankruptcy			\$1,025	In re: NEC Holdings Corp.	2010
Hirschfeld, Michael	Milbank Tweed	Tax	Real Estate	Finance	\$1,025	Lehman Brothers Holding Inc	2010
Magold, Rainer	Milbank Tweed	Finance			\$1,025	Lehman Brothers Holding Inc	2010
Tomback, Andrew E.	Milbank Tweed	Litigation	Finance		\$1,025	Lehman Brothers Holding Inc	2010
Sharp, Richard	Milbank Tweed	Litigation			\$1,025	Lehman Brothers Holding Inc	2010
Clowry, Karl J.K.	Paul Hastings	Corporate			\$1,021	Lehman Brothers Holding Inc	2010
Eagan, Mark J.	Paul Hastings	Real Estate			\$1,021	Lehman Brothers Holding Inc	2010
O'Sullivan, Ronan P.	Paul Hastings	Corporate	Real Estate		\$1,021	Lehman Brothers Holding Inc	2010
Lincer, Richard S.	Cleary Gottlieb	Corporate	Finance	Mergers and Acquisition	\$1,020	Truvo	2010
Duncan, James A.	Cleary Gottlieb	Finance	Tax		\$1,020	Truvo	2010
Peaslee, James	Cleary Gottlieb	Tax			\$1,020	Truvo	2010
Gorin, William F.	Cleary Gottlieb	Corporate	Government	Capital Markets	\$1,020	Truvo	2010
Moloney, Thomas J.	Cleary Gottlieb	Bankruptcy	Litigation	Finance	\$1,020	Truvo	2010

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

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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
Aleksander, Nicholas P.B.	Gibson Dunn	Tax			\$1,018	Lehman Brothers Holding Inc	2010
Rocher, Philip	Gibson Dunn	Litigation			\$1,018	Lehman Brothers Holding Inc	2010
Thomas, Andrew S.V.	Gibson Dunn	Corporate			\$1,018	Lehman Brothers Holding Inc	2010
Blyth, Mark	Linklaters	Litigation			\$1,016	Nortel Networks	2010
Cox, Tim	Linklaters	Corporate			\$1,016	Nortel Networks	2010
Sachdev, Neel V.	Kirkland & Ellis LLP	Corporate			\$1,015	Visteon Corp.	2010
Mayo, David	Paul Weiss	Tax			\$1,015	SP 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	\$1,009	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, Alvin	Simpson Thacher	Employee Benefits	Executive Compensation		\$1000	American Safety Razor Company	2010
Etherton, Joanne	Weil Gotshal	Mergers and Acquisitions			\$1000	Lehman Brothers Holding Inc	2010
McCahill, Dominic T.	Weil Gotshal	Bankruptcy			\$1000	Lehman Brothers Holding Inc	2010
Tringali, Joseph F.	Simpson Thacher	Litigation	Antitrust	Intellectual Property	\$1000	American Safety Razor Company	2010
Francies, Michael	Weil Gotshal	Mergers and Acquisitions			\$1000	Lehman Brothers Holding Inc	2010
Keller, Andy	Simpson Thacher	Corporate	Energy		\$1000	Lehman Brothers Holding Inc	2010
Nave, Douglas	Weil Gotshal	Antitrust	Finance	Mergers and Acquisition	\$1000	Motors Liquidation Company	2010
Norwood, Andrew N.	Weil Gotshal	Finance			\$1000	Lehman Brothers Holding Inc	2010
Ostrager, Barry R.	Simpson Thacher	Litigation			\$1000	Washington Mutual	2010
Horspool, Anthony	Weil Gotshal	Bankruptcy			\$1000	Lehman Brothers Holding Inc	2010
Kelly, Jacky	Weil Gotshal	Bankruptcy	Finance		\$1000	Lehman Brothers Holding Inc	2010
Nicklin, Michael	Weil Gotshal	Bankruptcy	Finance	Equities	\$1000	Lehman Brothers Holding Inc	2010
Shankland, Matthew	Weil Gotshal	Alternative Dispute Resolution			\$1000	Lehman Brothers Holding Inc	2010
Martin, Stefan	Allen & Overy LLP	Labor and Employment			\$1,152	BearingPoint	2009

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Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Huber, John J.	Latham Watkins	Capital Markets			\$1,120	Aviza Technology	2009
Reynolds, Michael	Allen & Overy LLP	Mergers and Acquisitions			\$1,111	Chemtura Corp.	2009
Norley, Lyndon E.	Kirkland & Ellis LLP	Bankruptcy			\$1,110	Chemtura Corp.	2009
Norley, Lyndon E.	Kirkland & Ellis LLP	Bankruptcy			\$1,100	Reader's Digest Association Inc	2009
Reiss, John M.	White & Case	Mergers and Acquisitions	Equities		\$1,100	Heartland Automotive Holdings	2009
Gillespie, Stephen	Kirkland & Ellis LLP	Corporate			\$1,080	Chemtura Corp.	2009
Nakata, Nobuo	Allen & Overy LLP	Corporate			\$1,077	BearingPoint	2009
Brown, Stephen	Latham Watkins	Employee Benefits			\$1,065	Aviza Technology	2009
Chanda, Kenneth D. C.	Latham Watkins	Mergers and Acquisitions			\$1,065	Aviza Technology	2009
Finn, Sean	Latham Watkins	Tax			\$1,065	Aviza Technology	2009
Safran, Lawrence	Latham Watkins	Finance			\$1,065	Aviza Technology	2009
Verburg, Leonard	Allen & Overy LLP	Labor and Employment			\$1,065	BearingPoint	2009
Lee-Lim, Jiyeon	Latham Watkins	International Law	Tax		\$1,065	Spansion	2009
Pistillo, Bernie	Shearman & Sterling LLP	Tax			\$1,065	Worldspace	2009
Seider, Mitchell A.	Latham Watkins	Bankruptcy			\$1,065	Spansion	2009
Stokkermans, Christiaan	Allen & Overy LLP	Corporate			\$1,052	BearingPoint	2009
Pohl, Timothy	Skadden	Bankruptcy	Litigation		\$1,050	Verasun Energy Corporation	2009
Lauria, Thomas	White & Case	Bankruptcy			\$1,050	Global Safety Textiles	2009
Mulaney, Charles W.	Skadden	Mergers and Acquisitions			\$1,050	Hartmarx	2009
Rosen, Matthew A.	Skadden	Tax			\$1,050	Hartmarx	2009
Zirinsky, Bruce	Cadwalader	Bankruptcy			\$1,050	TH Agriculture	2009

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February 23, 2011

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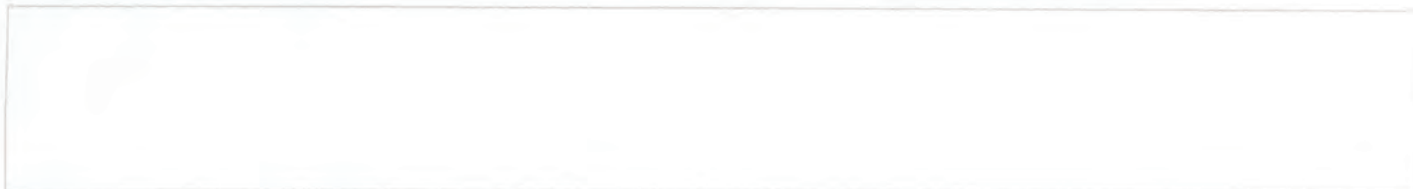
Name	Firm	Practice Area 1	Practice Area 2	Practice Area 3	Hourly Rate	Case Name	Date
Milmoe, J. Gregory	Skadden	Bankruptcy			\$1,050	Interstate Bakeries	2009
Braun, Ellen	Allen & Overy LLP	Antitrust			\$1,038	Chemtura Corp.	2009
Stroll, Neal	Skadden	Antitrust			\$1,035	Verasun Energy Corporation	2009
Hayman, Linda C.	Skadden	Corporate	Mergers and Acquisition		\$1,035	Interstate Bakeries	2009
Neckles, Peter J.	Skadden	Finance			\$1,032	Interstate Bakeries	2009
MacLachlan, James	Baker McKenzie	Tax			\$1,029	Milacom	2009
Keck, Colleen	Allen & Overy LLP	Corporate	Intellectual Property		\$1,029	BearingPoint	2009
Kelliher, Eileen	Allen & Overy LLP	Mergers and Acquisitions			\$1,029	BearingPoint	2009
Feuillat, Francois	Vinson & Elkins	Capital Markets	Energy	International Law	\$1,028	MPF Holding US LLC and Official Committee Of Unsecured Creditors	2009
Rievman, 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			\$1,006	Lyondell Chemical Company	2009
Butters, James	Clifford Chance	Mergers and Acquisitions			\$1,006	Lyondell Chemical Company	2009
Saferstein, Jeffrey	Paul Weiss	Bankruptcy			\$1,005	Samsonite Company	2009
Meyerson, Lee	Simpson Thacher	Capital Markets	Mergers and Acquisition		\$1000	Washington Mutual	2009
Finley, John	Simpson Thacher	Mergers and Acquisitions			\$1000	Lehman Brothers Holding Inc	2009
Gover, Alan	White & Case	Bankruptcy			\$1000	Hospital Partners	2008

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EXHIBIT G

B.K, et al., v. Eisenhower Medical Center

Case No. 23-cv-02092-JGB-DTB

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Name	Title	Practice Area	Firm	City	State	County	Graduated Law School
Egan, Charlotte C.	Associate	Trial	Jones Day	San Francisco	CA	United States	2006
Eisenbach, Robert L.	Partner	Bankruptcy and Restructuring	Coxley Goldwain Knutson Merriman and Fawcett	San Francisco	CA	United States	2006
Engel, G. Larry	Partner			San Francisco	CA	United States	2006
Espey, Chrysty	Associate	Labor and Employment	Farella Braun and Martel	San Francisco	CA	United States	1975
Ford, Robert	Partner		Jones Day	San Francisco	CA	United States	1975
Frank, Michael T.	Partner		CL A Firm	San Francisco	CA	United States	1975
Fried, Joshua M.	Partner	Bankruptcy and Restructuring	Pacheco, Stang, Zushi and Jones	San Francisco	CA	United States	2006
Fredericks, John E.	Partner	Corporate	Kirkland and Ellis	San Francisco	CA	United States	2006
Garnett, Nathaniel P.	Associate	Issues and Appeals	Jones Day	San Francisco	CA	United States	2006
Gerkling, Tyler	Associate	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States	2006
Gosier, Dean	Partner	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States	2006
Gutierrez, Neil	Partner	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States	2006
Gunn, John	Partner	Insurance Coverage	Farella Braun and Martel	San Francisco	CA	United States	2006
Harwitz, Jan	Partner	Commercial Trial	Howery	San Francisco	CA	United States	2006
Hart, Daniel	Associate	Employment	Paul Hastings, Jordeley and Walker	San Francisco	CA	United States	2006
Hedlin, Frederick D.	Partner		Drisk, Henningson and Suckale	San Francisco	CA	United States	2006
Humphreys, Lynn M.	Of Counsel	Litigation	Morrison and Foerster	San Francisco	CA	United States	2006
Jan, Nancy	Associate	Global Capital Markets	Humes and Williams	San Francisco	CA	United States	2006
Jasbir, Nan	Partner	Business Litigation	Farella Braun and Martel	San Francisco	CA	United States	2006
Karchner, Scott D.	Partner	Business and Finance	Morgan Lewis and Rockwell	San Francisco	CA	United States	2006
Keehan, Christopher W.	Associate	Business Restructuring and Reorganization	Kirkland and Ellis	San Francisco	CA	United States	2006
Keller, Tobias S.	Partner		Jones Day	San Francisco	CA	United States	2006
Kim, Jenny	Associate	Bankruptcy and Creditors Rights	DLA Piper	San Francisco	CA	United States	2006
Korshner, Curt	Partner	Bankruptcy and Creditors Rights	DLA Piper	San Francisco	CA	United States	2006
Kordeshan, Sam	Partner	Bankruptcy and Creditors Rights	Farella Braun and Martel	San Francisco	CA	United States	2006

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Shepard, Michael	Associate	Securities Litigation	Heber Elymen	San Francisco	CA	United States	2008
Shin, Susan	Associate	Labor and Employment	Hudson and Williams	San Francisco	CA	United States	2008
Shough, Leah	Associate	Commercial Litigation	K and L Gaskin	San Francisco	CA	United States	2003
Spooner, Leah	Associate	Commercial Litigation	K and L Gaskin	San Francisco	CA	United States	2003
Stephens, Eric	Associate	Business Transactions	Kirkland and Ellis	San Francisco	CA	United States	2003
Stewart, Rhonda L	Associate	Business Transactions	Kirkland and Ellis	San Francisco	CA	United States	2003
Thayer, Alexander (Sasha)	Associate	Labor and Employment	Paul, Hastings, Jondley and Walker	San Francisco	CA	United States	2003
Thompson, Grant	Associate	Labor and Employment	Paul, Hastings, Jondley and Walker	San Francisco	CA	United States	2003
Toggett, Christine D	Associate	Labor and Employment	Paul, Hastings, Jondley and Walker	San Francisco	CA	United States	2003
Tripoli, Holden	Associate	Business Transactions	Paul, Hastings, Jondley and Walker	San Francisco	CA	United States	2003
Trodel, Robert A.	Partner	Business Transactions	Paul, Hastings, Jondley and Walker	San Francisco	CA	United States	2003
Umland, Suzanne	Partner	Business Transactions	Paul, Hastings, Jondley and Walker	San Francisco	CA	United States	2003
Voss, Gary M.	Senior Legal Assistant	Business Transactions	Paul, Hastings, Jondley and Walker	San Francisco	CA	United States	2003
Waggoner, Kristine	Associate	Business Transactions	Paul, Hastings, Jondley and Walker	San Francisco	CA	United States	2003
Walt, Gregory A.	Senior Attorney	Business Transactions	Paul, Hastings, Jondley and Walker	San Francisco	CA	United States	2003
Wassels, Kelly	Associate	Business Transactions	Paul, Hastings, Jondley and Walker	San Francisco	CA	United States	2003
Whalen, Joe	Partner	Business Transactions	Paul, Hastings, Jondley and Walker	San Francisco	CA	United States	2003
Wicks, Jack L.	Associate	Business Transactions	Paul, Hastings, Jondley and Walker	San Francisco	CA	United States	2003
Wilson, Nicholas	Counsel	Business Transactions	Paul, Hastings, Jondley and Walker	San Francisco	CA	United States	2003
Woodruff, Kelly	Partner	Business Transactions	Paul, Hastings, Jondley and Walker	San Francisco	CA	United States	2003
Zwolsman, Michael	Partner	Business Transactions	Paul, Hastings, Jondley and Walker	San Francisco	CA	United States	2003

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Case No. 23-cv-02092-JGB-DTB

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VOLUME 11, NUMBER 1

May 2009

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P Kelly, Jr., Daniel	Davis Polk & Wardwell (CA)	1986	1986	CA	\$ 980.00	4.50	\$ 4,320.00
P Cavies, Julia	Davis Polk & Wardwell (CA)	1980	1990	CA	855.00	17.00	16,235.00
P Outham, Scott	O'Malley & Myers LLP (CA)	1975	1975	CA	850.00	1.10	946.00
P Tuchin, Michael	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	0.50	425.00
P Ballack, Karen	Walt, Gotschal & Mangels LLP (CA)	1986	1986	CA	799.00	0.80	639.20
P Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1978	CA	790.00	4.50	3,555.00
QC Morris, Michael	Hennigan Bennett & Dorman LLP	1979	1979	CA	780.00	65.20	48,582.00
P Averch, Craig	White & Case LLP (CA)	1984	1984	CA	750.00	128.10	96,075.00
P Kharasch, Ira D.	Pachulski Slag Ziehl Young Jones & Weintraub (CA)	1982	1982	CA	750.00	2.90	2,175.00
P Kornfeld, Alan	Pachulski Slag Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	725.00	0.80	580.00
P Irving, Jeanne E.	Davis Polk & Wardwell (CA)	2005	2005	CA	680.00	10.10	68,952.00
P Keane, Henry	Hennigan Bennett & Dorman LLP	1978	1978	CA	680.00	10.10	6,888.00
A Gossich, Ronald	Pachulski Slag Ziehl Young Jones & Weintraub (CA)	1985	1986	CA	675.00	15.10	12,892.50
P Brown, Kenneth H.	White & Case LLP (CA)	2001	2001	CA	665.00	176.20	117,173.00
P Fidler, David	Pachulski Slag Ziehl Young Jones & Weintraub (CA)	1977	1981	CA	650.00	27.30	17,745.00
P Weismann, Henry	Klee, Tuchin, Bogdanoff & Stern, LLP	1997	1998	CA	650.00	21.10	15,015.00
P Berenthal, David M.	Munger Toiles & Olson LLC	1987	1987	CA	650.00	0.50	325.00
P Montgomery, Cromwell	Pachulski Slag Ziehl Young Jones & Weintraub (CA)	1989	1993	CA	645.00	35.60	22,962.00
P Brown, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1970	1970	CA	635.00	0.80	508.00
A Newman, Samuel	Munger Toiles & Olson LLC	2001	2001	CA	625.00	17.80	11,125.00
A Delrahim, Shiraz	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	610.00	13.50	8,235.00
A Vincent, Garth	White & Case LLP (CA)	2003	2003	CA	600.00	183.70	110,220.00
A Scott, Melanie	Munger Toiles & Olson LLC	1988	1988	CA	600.00	128.60	74,760.00
P Buchanan, Laura	White & Case LLP (CA)	2004	2004	CA	600.00	20.90	12,540.00
A Ger Kwang-chien, B.	Klee, Tuchin, Bogdanoff & Stern, LLP	1991	1991	CA	590.00	5.20	118.00
A Eddal, David	Walt, Gotschal & Mangels LLP (CA)	2003	2003	CA	580.00	28.50	16,530.00
P Heitz, Jeffrey	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	2.90	1,653.00
P Fried, Joshua	Munger Toiles & Olson LLC	1984	1984	CA	550.00	35.10	19,305.00
P Ruiton, James	Pachulski Slag Ziehl Young Jones & Weintraub (CA)	1995	1995	CA	535.00	21.40	11,449.00
A Morse, Joshua	Munger Toiles & Olson LLC	1997	1997	CA	525.00	25.80	13,548.00
A Malalic, Michael	Hennigan Bennett & Dorman LLP	2000	2000	CA	505.00	13.10	6,616.50
A Barshop, Melissa	Walt, Gotschal & Mangels LLP (CA)	2005	2005	CA	500.00	36.50	18,250.00
A Liu, Leslie	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	14.00	6,580.00
A Kaufman, Derek	Walt, Gotschal & Mangels LLP (CA)	2006	2006	CA	465.00	45.90	21,343.50
A Hochleutner, Brian	Munger Toiles & Olson LLC	2005	2005	CA	450.00	508.30	228,735.00
A Nathan, Joseph	Munger Toiles & Olson LLC	2002	2002	CA	435.00	0.30	130.50
A Jasper, M. Lance	Walt, Gotschal & Mangels LLP (CA)	2007	2007	CA	415.00	25.20	10,458.00
A Eskandar, Barney	Munger Toiles & Olson LLC	2006	2006	CA	400.00	96.20	38,480.00
A Rubbin, Erendia E.	Munger Toiles & Olson LLC	2006	2006	CA	400.00	8.80	3,520.00
	O'Malley & 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	Munder, Tolles & Olson, LLC	2004	2004	CA	\$ 385.00	1.30	\$ 513.50
A. Reagan, Matthew	Weil, Gotshal & Manges LLP (CA)	2008	2008	CA	385.00	13.50	4,792.50
A. Guzman, Tanya	O'Melveny & Myers LLP (CA)	2007	2007	CA	330.00	2.50	825.00
PP Neglis, Ross	O'Melveny & Myers LLP (CA)				260.00	6.20	1,612.00
Finellson, Katha	Pachulski Slang Ziehl Young Jones & Weintraub (CA)				225.00	27.50	5,210.00
Jeffries, Patricia J.	Pachulski Slang Ziehl Young Jones & Weintraub (CA)				225.00	0.40	90.00
PP Pearson, Sandra	Klee, Tuchin, Bogdanoff & Stern, LLP			CA	215.00	1.90	408.50
PP Floyd, Kevin	Hamman Bennett & Dornan LLP				210.00	0.30	63.00
PP Knots, Cheryl	Pachulski Slang Ziehl Young Jones & Weintraub (CA)				205.00	2.20	451.00
CMA Pitman, Sheryl	Pachulski Slang Ziehl Young Jones & Weintraub (CA)				125.00	2.60	325.00

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California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P. Tollas, Stephen L.	Gibson Dunn & Crutcher, LLP (CA)	1982	1982	CA	\$ 880.00	0.10	\$ 86.00
P. Patterson, Thomas	Klee, Tuchin, Bogdanoff & Stern, LLP	1984	1984	CA	890.00	225.00	191,250.00
P. Tuchin, Michael	Klee, Tuchin, Bogdanoff & Stern, LLP	1980	1980	CA	850.00	74.40	63,240.00
P. Stern, David	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	830.00	32.80	27,965.00
P. Isler, Paul S.	Gibson Dunn & Crutcher, LLP (CA)	1988	1988	CA	840.00	6.35	5,334.00
P. Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1976	CA	840.00	4.10	3,444.00
P. Timmons, Brian	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1991	1991	CA	820.00	72.80	58,696.00
P. Baerck, Karen	Weil, Gotshal & Manges LLP (CA)	1986	1986	CA	810.00	40.40	32,724.00
P. Ziehl, Dean A.	Pachulski Slag Ziehl Young Jones & Weintraub (CA)	1978	1978	CA	795.00	20.30	16,138.50
P. Glimmer, 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	Jones Day (CA)	1980	1980	CA	750.00	1.90	1,425.00
P. Baker, James	Jones Day (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. Ong, Johanna Y.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1997	1997	CA	740.00	6.30	4,662.00
P. Kornfeld, Alan	Pachulski Slag Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
A. Block, Jeffrey E.	Slidley Austin Brown & Wood LLP (CA)	1997	1998	CA	700.00	110.90	77,630.00
P. Myers, Martin	Jones Day (CA)	1987	1987	CA	700.00	26.60	18,580.00
P. Graessgen, Debra L.	Pachulski Slag Ziehl 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. Arash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	39.40	26,595.00
A. Gorsich, Ronald	White & Case LLP (CA)	2001	2001	CA	665.00	221.50	147,237.50
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. Delrahim, 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	600.00	74.90	44,940.00
P. Trodella, Robert	Jones Day (CA)	1995	1995	CA	600.00	35.30	21,180.00
A. Ger Kwang-chien, B.	Weil, Gotshal & Manges LLP (CA)	2003	2003	CA	580.00	54.20	31,436.00
OC Metcalf, Brian	Klee, Tuchin, Bogdanoff & Stern, LLP	1998	1999	CA	575.00	12.40	7,130.00
A. Egoel, David	Gibson Dunn & Crutcher, LLP (CA)	2003	2003	CA	570.00	0.50	285.00
C. Crosby IV, Peter	Jones Day (CA)	1984	1984	CA	565.00	13.30	7,514.50
A. Martin, Jill	White & Case LLP (CA)	2006	2006	CA	550.00	45.80	25,190.00
A. Correa, Michaelina	Jones Day (CA)	2001	2001	CA	525.00	1.70	892.50
OC Brandt, Gina F.	Pachulski Slag Ziehl Young Jones & Weintraub (CA)	1976	1976	CA	525.00	1.30	682.50
A. Mallett, Michael	Weil, Gotshal & Manges LLP (CA)	2005	2005	CA	500.00	175.30	87,650.00
A. Rodriguez, Noel	Jones Day (CA)	2003	2003	CA	500.00	41.80	20,900.00
A. Heyn, Matthew	Klee, Tuchin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	111.90	35,341.00
A. Barshop, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	4.10	1,927.00
A. Liu, Leslie	Weil, Gotshal & Manges LLP (CA)	2006	2006	CA	465.00	302.70	140,755.50
A. Chun, Sebyul	White & Case LLP (CA)	2008	2008	CA	460.00	162.10	74,566.00

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
A Morrison, Kelley M	White & Case LLP (CA)	2008	2008	CA	\$ 460.00	105.50	\$ 48,530.00
A Hawk, Jonathan	White & Case LLP (CA)	2007	2007	CA	460.00	20.30	9,338.00
P Phillip, Laurence	McKenna Long & Aldridge LLP (CA)	1997	1997	CA	450.00	15.00	6,750.00
P Larsen, J David	McKenna Long & Aldridge LLP (CA)	1997	1997	CA	450.00	10.00	4,500.00
A Guess, David	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	366.70	157,681.00
A Poznanski, Courtney	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	23.20	9,976.00
A Dickerson, Matthew	Sidley Austin Brown & Wood LLP (CA)	2007	2007	CA	425.00	25.30	10,752.50
A Tran, William	Sidley Austin Brown & Wood LLP (CA)	2006	2006	CA	425.00	5.40	2,295.00
A Nathan, Joseph	Well, Gotschal & Mances LLP (CA)	2007	2007	CA	415.00	61.50	25,522.50
A Wilson, Lorna S.	Gibson Dunn & Crutcher, LLP (CA)	2008	2008	CA	400.00	4.00	1,600.00
A Simonds, Ariella	Sidley Austin Brown & Wood LLP (CA)	2008	2008	CA	375.00	49.30	18,487.50
A Dearlhan, Kevin	Klee, Tuchin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	4.70	1,410.00
A Elliot, Korin	Klee, Tuchin, Bogdanoff & Stern, LLP	2008	2008	CA	300.00	2.10	630.00
LIB Forrester, Leslie A.	Pachulski Slag, Ziehl Young Jones & Weintraub (CA)				250.00	4.90	1,225.00
PP Harris, Denise A.	Pachulski Slag, Ziehl Young Jones & Weintraub (CA)				225.00	8.50	1,912.50
PP Gysener, Michelle	McKenna Long & Aldridge LLP (CA)				215.00	40.60	8,728.00
PP Pearson, Sandra	Klee, Tuchin, Bogdanoff & Stern, LLP			CA	215.00	36.00	7,740.00
PP Brown, Thomas J.	Pachulski Slag, Ziehl Young Jones & Weintraub (CA)				195.00	2.00	390.00
LIB Jones, Carla H.	Gibson Dunn & Crutcher, LLP (CA)				165.00	0.50	82.50

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BY BILLING RATE

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
P Pachulski, Richard M.	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1978	1979	CA	\$ 885.00	287.02	\$ 257,418.90
P Patterson, Thomas	Klee, Tuchin, Bogdanoff & Stern, LLP	1984	1984	CA	850.00	382.80	333,710.00
P Tushman, Michael	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	850.00	201.40	171,190.00
P Stern, David	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	850.00	68.80	58,480.00
P Pachulski, Richard M.	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1979	1979	CA	850.00	68.00	57,800.00
P Arnold, Dennis	Gibson Dunn & Crutcher, LLP (CA)	1975	1976	CA	840.00	1.00	840.00
P Ziehl, Dean A.	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1978	1978	CA	825.00	258.25	211,406.25
P Timmons, Brian	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1991	1991	CA	820.00	240.60	197,282.00
P Lyons, Duane	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1986	1986	CA	820.00	60.20	65,764.00
P Orgel, Robert B.	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1981	1981	CA	795.00	157.30	284,053.50
P Richards, Jeremy	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1980	1981	CA	795.00	158.50	126,007.50
P Ziehl, Dean A.	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1978	1978	CA	795.00	94.00	74,730.00
P Ziehl, Dean A.	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1978	1978	CA	795.00	20.30	16,138.50
P Winston, Eric D.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1999	1999	CA	740.00	54.00	39,960.00
P Ong, Johanna Y.	Quinn Emanuel Urquhart Oliver & Hedges, LLP	1997	1997	CA	740.00	11.20	8,288.00
P Kornfeld, Alan	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	725.00	10.10	7,322.50
P Grassgreen, Debra L.	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1981	1982	CA	695.00	5.30	3,822.50
C Galina, Andrew	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1983	1983	CA	686.00	3.40	2,363.00
P Parker, Daryl	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1968	1970	CA	675.00	60.80	41,040.00
P Mahoney, James	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1968	1967	CA	675.00	16.60	11,205.00
P Arash, Dora	Gibson Dunn & Crutcher, LLP (CA)	1995	1995	CA	675.00	14.80	9,990.00
P Davids, Ron	Klee, Tuchin, Bogdanoff & Stern, LLP	1985	1985	CA	650.00	1.40	910.00
A Newman, Samuel	Gibson Dunn & Crutcher, LLP (CA)	2001	2001	CA	610.00	3.70	2,257.00
C Hochman, Harry	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	585.00	100.90	59,876.00
A Newman, Victoria	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1988	1997	CA	595.00	32.50	19,337.50
C Cho, Shriy	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1987	1997	CA	585.00	19.40	11,543.00
C Hochman, Harry	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1987	1987	CA	575.00	57.60	33,120.00
A Dinkelman, Jennifer	Klee, Tuchin, Bogdanoff & Stern, LLP	1989	1989	CA	575.00	1.40	805.00
OC Melcalf, Brian	Klee, Tuchin, Bogdanoff & Stern, LLP	1998	1999	CA	575.00	0.70	402.50
OC Brandt, Gina F.	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1976	1978	CA	525.00	1.30	682.50
P Brown, Gillian	Klee, Tuchin, Bogdanoff & Stern, LLP	2003	2003	CA	495.00	109.70	54,301.50
A Heyn, Meghan	Pachulski Slang Ziehl Young Jones & Weintraub (CA)	1989	1989	CA	495.00	0.50	247.50
A Barabon, Melissa	Gibson Dunn & Crutcher, LLP (CA)	2006	2006	CA	470.00	2.10	887.00
A Liu, Leslie	Wall, Gotschal & Mancos LLP (CA)	2006	2006	CA	465.00	9.80	4,557.00
P Phillip, Laurence	McKenna Long & Aldridge LLP (CA)	1997	1997	CA	450.00	2.70	1,215.00
A Guets, David	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	430.00	4.60	1,748.00
PP Sardes, Joseph C	Quinn Emanuel Urquhart Oliver & Hedges, LLP	2008	2008	CA	300.00	16.80	4,980.00
A Elliot, Karin	Quinn Emanuel Urquhart Oliver & Hedges, LLP	2008	2008	CA	250.00	20.30	5,075.00
PP Lacroix, Martine	Pachulski Slang Ziehl Young Jones & Weintraub (CA)				250.00	4.90	1,225.00
UB Fontester, Leslie A.							

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
L/B Forester, Leslie A.	Pachulski Slag Ziehl Young Jones & Weintraub (CA)			\$ 250.00		1.80	\$ 450.00
PP Harris, Dennis A.	Pachulski Slag Ziehl Young Jones & Weintraub (CA)			225.00		47.90	10,777.50
PP Harris, Dennis A.	Pachulski Slag Ziehl Young Jones & Weintraub (CA)			225.00		8.50	1,912.50
PP Harrison, Felice	Pachulski Slag Ziehl Young Jones & Weintraub (CA)			225.00		0.40	50.00
PP Ghyener, Michelle	McKenna Long & Aldridge LLP (CA)			215.00		60.40	12,886.00
PP Pearson, Sandra	Klee, Tuchin, Bogdanoff & Stern, LLP			215.00		52.40	11,268.00
PP Brown, Thomas J.	Pachulski Slag Ziehl Young Jones & Weintraub (CA)			195.00		59.75	11,651.25
PP Matteo, Mike	Pachulski Slag Ziehl Young Jones & Weintraub (CA)			195.00		6.00	1,170.00
PP Brown, Thomas J.	Pachulski Slag Ziehl Young Jones & Weintraub (CA)			195.00		2.00	360.00
LS Everheart, Christine	McKenna Long & Aldridge LLP (CA)			180.00		3.00	540.00
PP Sahn, Andrew	Pachulski Slag Ziehl Young Jones & Weintraub (CA)			150.00		16.90	2,535.00
PP Bass, John	Pachulski Slag Ziehl Young Jones & Weintraub (CA)			150.00		0.80	120.00

EXHIBIT I

B.K, et al., v. Eisenhower Medical Center

Case No. 23-cv-02092-JGB-DTB

Declaration of Plaintiff N.Z.

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Counsel for Plaintiffs & the Proposed Classes

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

B.K., and N.Z., individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

EISENHOWER MEDICAL CENTER,

Defendant.

Case No. 5:23-cv-02092-JGB-DTB

**DECLARATION OF N.Z. IN
SUPPORT OF PLAINTIFFS'
MOTION FOR ATTORNEYS' FEES
AND COSTS AND PLAINTIFFS'
SERVICE AWARDS**

Hearing Information

Date: October 20, 2025

Time: 9:00 a.m.

Location: Courtroom 1

Hon. Jesus G. Bernal

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024

1 1. I, N.Z., one of the Class Representative in this Litigation, respectfully
2 submit this Declaration in support of Plaintiffs' Motion for Attorneys' Fees and Costs
3 and Plaintiffs' Service Awards. ("**Motion**"). I have personal knowledge of all the
4 facts stated herein, and if called to testify as a witness, I could and would competently
5 testify to them.

6 2. Unless otherwise defined, capitalized terms in this Declaration have the
7 same meaning as set forth in the Settlement Agreement, which is attached as **Exhibit**
8 **A** to Class Counsels' Joint Declaration in support of Plaintiffs' Motion.

9 3. I am a member of the Settlement Class of individuals whose Private
10 Information was disclosed to a third party without authorization or consent through
11 the Meta Pixel on Defendant Eisenhower Medical Center's Website.

12 **Time and Efforts Associated with Litigation**

13 4. For almost two years, I have worked closely with my attorneys to bring
14 this case in order to end practices that I believe invaded the privacy of myself and other
15 patients of Defendant. Even before this lawsuit ensued, I worked closely with my
16 attorneys at Clarkson Law Firm and Almeida Law Group LLC to gather and organize
17 key information and evidence, review legal filings, and provide key input on strategy.
18 I have also actively participated in the Litigation, cooperated with and remained in
19 regular contact with my attorneys, provided my attorneys with important information
20 about the underlying facts of the claims and my use of Defendant's Website, stayed
21 informed of case developments as the Litigation progressed, and searched for and
22 produced relevant information and evidence as requested by my counsel, among other
23 case-related tasks.

24 5. My involvement has been consistent throughout the Litigation, as
25 discussed below:

- 26 a. Prior to my attorneys filing a complaint on my behalf, I spent time
27 communicating with them by phone and email regarding the facts of this
28 action and gathering documents regarding my potential claims.

- 1 b. When my attorneys prepared the initial complaint, I reviewed it prior to
2 filing and confirmed that it was factually accurate as I understood it.
- 3 c. Throughout the Litigation, I actively cooperated with my attorneys by
4 regularly communicating with them, providing them with any relevant and
5 necessary information, responding to inquiries on facts or document
6 requests, and generally staying informed of case developments.
- 7 d. I also discussed Defendant's Motion to Dismiss that was filed in the case
8 as well as the Court's opinion granting it. I was involved in the decision-
9 making process and strategies relating to the next steps taken by my
10 attorneys, which ultimately led to a successful Motion for Reconsideration.
- 11 e. I continued to assist my attorneys after that point, and was involved in
12 further information gathering, leading up to my attorneys filing the First
13 Amended Complaint.
- 14 f. When my attorneys prepared the amended complaint, I reviewed it prior to
15 filing and confirmed that it was factually accurate as I understood it.
- 16 g. We ultimately agreed to attend a full day mediation in attempt to resolve
17 this Litigation, and leading up to mediation, I worked closely with my
18 attorneys in discussing critical case strategy, our goals, evaluation of this
19 matter, and participated in responding to inquiries from my attorneys. My
20 attorneys kept me updated throughout the process, and I participated in
21 mediation-related decisions.
- 22 h. Throughout the Litigation, I spoke with my attorneys on numerous
23 occasions to assist them as needed and to discuss case strategy. I also
24 gathered documents and helped my attorneys gather facts necessary for
25 litigation and mediation. I was involved in the settlement discussions and
26 my attorneys kept me fully informed regarding the possibility of settlement
27 and proposed settlement terms.
- 28 i. Once the Settlement was reached, I continued to be involved, to assist

counsel as necessary in finalizing formal final settlement related documents including the Motion for Preliminary Approval.

j. When the Motion for Preliminary Approval was filed and later granted, I have continually kept in contact with my counsel regarding the status of class notification and regularly receive updates regarding the case, as well as this Motion and the anticipated Motion for Final Approval.

Risks and Costs Incurred by Participating in this Litigation

6. Prior to filing the case, I understood that I would be exposed to certain risks by being named as a Plaintiff in this Litigation. As part of the case, I provided sensitive and personal information, some of which could have to be disclosed publicly in court filings. In filing this case, I was aware that my name would be shared with Defendant and its attorneys during this litigation. Suing a medical provider that I had used was a significant risk and undertaking and one that I did not take lightly, as I worried that it could potentially result in retaliation or jeopardize my ongoing care.

7. I agreed to serve as a named Plaintiff, understanding that proceeding with a class action might involve a delay in my obtaining recovery for my losses as opposed to filing an individual claim that could be resolved quicker.

8. I believe that any medical provider should take the utmost care in protecting the privacy and confidentiality of its patients, and that is one of the reasons I agreed to serve as class representative in this Litigation. I sought not just compensation for myself and others, but also business practice changes that would help protect the privacy of future patients of Defendant. I have supported the Settlement and am proud of the result that we achieved.

9. Neither my attorney, nor anyone else, ever promised me any amount of money to serve as a class representative, or in connection with my approval of this Settlement.

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

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4 Executed on August 13, 2025 at Indio, California.

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6 N.Z.

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8 N.Z.

EXHIBIT J

B.K, et al., v. Eisenhower Medical Center

Case No. 23-cv-02092-JGB-DTB

Declaration of B.K.

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ALMEIDA LAW GROUP LLC
Matthew J. Langley (SBN 342846)
matt@almeidalawgroup.com
849 West Webster Avenue
Chicago, IL 60614
Tel: (708) 529-5418

Counsel for Plaintiffs & the Proposed Classes

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

B.K., and N.Z., individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

EISENHOWER MEDICAL CENTER,

Defendant.

Case No. 5:23-cv-02092-JGB-DTB

**DECLARATION OF B.K. IN
SUPPORT OF PLAINTIFFS'
MOTION FOR ATTORNEYS' FEES
AND COSTS AND PLAINTIFFS'
SERVICE AWARDS**

Hearing Information

Date: October 20, 2025

Time: 9:00 a.m.

Location: Courtroom 1

Hon. Jesus G. Bernal

Complaint Filed: October 12, 2023

FAC Filed: April 22, 2024

1 1. I, B.K., one of the Class Representatives in this Litigation, respectfully
2 submit this Declaration in support of Plaintiffs' Motion for Attorneys' Fees and Costs
3 and Plaintiffs' Service Awards ("**Motion**"). I have personal knowledge of all the facts
4 stated herein, and if called to testify as a witness, I could and would competently
5 testify to them.

6 2. Unless otherwise defined, capitalized terms in this Declaration have the
7 same meaning as set forth in the Settlement Agreement, which is attached as **Exhibit**
8 **A** to Class Counsels' Joint Declaration in support of Plaintiffs' Motion.

9 3. I am a member of the Settlement Class of individuals whose Private
10 Information was disclosed to a third party without authorization or consent through
11 the Meta Pixel on Defendant Eisenhower Medical Center's Website.

12 **Time and Efforts Associated with Litigation**

13 4. For almost two years, I have worked closely with my attorneys to bring
14 this case in order to end practices that I believe invaded the privacy of myself and other
15 patients of Defendant. Even before this lawsuit ensued, I worked closely with my
16 attorneys at Clarkson Law Firm and Almeida Law Group LCC to gather and organize
17 key information and evidence, review legal filings, and provide key input on strategy.
18 I have also actively participated in the Litigation, cooperated with and remained in
19 regular contact with my attorneys, provided my attorneys with important information
20 about the underlying facts of the claims and my use of Defendant's Website, stayed
21 informed of case developments as the Litigation progressed, and searched for and
22 produced relevant information and evidence as requested by my counsel, among other
23 case-related tasks.

24 5. My involvement has been consistent throughout the Litigation, as
25 discussed below:

- 26 a. Prior to my attorneys filing a complaint on my behalf, I spent time
27 communicating with them by phone and email regarding the facts of this
28 action and gathering documents regarding my potential claims.

- 1 b. When my attorneys prepared the initial complaint, I reviewed it prior to
2 filing and confirmed that it was factually accurate as I understood it.
- 3 c. Throughout the Litigation, I actively cooperated with my attorneys by
4 regularly communicating with them, providing them with any relevant and
5 necessary information, responding to inquiries on facts or document
6 requests, and generally staying informed of case developments.
- 7 d. I also discussed Defendant's Motion to Dismiss that was filed in the case
8 as well as the Court's opinion granting it. I was involved in the decision-
9 making process and strategies relating to the next steps taken by my
10 attorneys, which ultimately led to a successful Motion for Reconsideration.
- 11 e. I continued to assist my attorneys after that point, and was involved in
12 further information gathering, leading up to my attorneys filing the First
13 Amended Complaint.
- 14 f. When my attorneys prepared the amended complaint, I reviewed it prior to
15 filing and confirmed that it was factually accurate as I understood it.
- 16 g. We ultimately agreed to attend a full day mediation in attempt to resolve
17 this Litigation, and leading up to mediation, I worked closely with my
18 attorneys in discussing critical case strategy, our goals, evaluation of this
19 matter, and participated in responding to inquiries from my attorneys. My
20 attorneys kept me updated throughout the process, and I participated in
21 mediation-related decisions.
- 22 h. Throughout the Litigation, I spoke with my attorneys on numerous
23 occasions to assist them as needed and to discuss case strategy. I also
24 gathered documents and helped my attorneys gather facts necessary for
25 litigation and mediation. I was involved in the settlement discussions and
26 my attorneys kept me fully informed regarding the possibility of settlement
27 and proposed settlement terms.
- 28 i. Once the Settlement was reached, I continued to be involved, to assist

counsel as necessary in finalizing formal final settlement related documents including the Motion for Preliminary Approval.

j. When the Motion for Preliminary Approval was filed and later granted, I have continually kept in contact with my counsel regarding the status of class notification and regularly receive updates regarding the case, as well as this Motion and the anticipated Motion for Final Approval.

Risks and Costs Incurred by Participating in this Litigation

6. Prior to filing the case, I understood that I would be exposed to certain risks by being named as a Plaintiff in this Litigation. As part of the case, I provided sensitive and personal information, some of which could have to be disclosed publicly in court filings. In filing this case, I was aware that my name would be shared with Defendant and its attorneys during this litigation. Suing a medical provider that I had used was a significant risk and undertaking and one that I did not take lightly, as I worried that it could potentially result in retaliation or jeopardize my ongoing care.

7. I agreed to serve as a named Plaintiff, understanding that proceeding with a class action might involve a delay in my obtaining recovery for my losses as opposed to filing an individual claim that could be resolved quicker.

8. I believe that any medical provider should take the utmost care in protecting the privacy and confidentiality of its patients, and that is one of the reasons I agreed to serve as class representative in this Litigation. I sought not just compensation for myself and others, but also business practice changes that would help protect the privacy of future patients of Defendant. I have supported the Settlement and am proud of the result that we achieved.

9. Neither my attorney, nor anyone else, ever promised me any amount of money to serve as a class representative, or in connection with my approval of this Settlement.

///

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

3 Executed on August 13, 2025 at Cathedral City, California.

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EXHIBIT K

B.K, et al., v. Eisenhower Medical Center

Case No. 23-cv-02092-JGB-DTB

Clarkson Law Firm Resume

Clarkson

Firm Resume 2025

Malibu, CA

San Francisco, CA

San Diego, CA

Santa Barbara, CA

Washington, DC

Chicago, IL

Detroit, MI

New York, NY

Clarkson

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We imagine a fair future for all people.



We curate, cultivate,
and champion cases to win justice
for real people.

Clarkson is a public interest law firm. We focus on class
and mass actions that help create a fairer, equitable,
and sustainable society for everyone.

FIRM HISTORY & BACKGROUND



Firm History and Background

Clarkson is a public interest law firm founded in 2014, headquartered in Malibu, California. We represent individuals, groups, small businesses, non-profits, and whistleblowers in state and federal court, at trial and appellate levels, in class action and collective action cases, throughout California, New York, and the United States. Our growth and success are fueled by a culture that attracts brilliantly innovative, diverse attorneys who are driven by a shared purpose. With a long list of wins and high impact settlements—from contested class certification motions and appointments as class counsel, to prosecuting extensive and complex false advertising actions—our track record speaks for itself.

Justice means more to us than just recovering monetary damages. The people we represent are an essential part of establishing precedents and policies that help protect countless others. Their participation makes society safer and fairer for everyone.

PRACTICE AREAS

Making the future fair together.

Our work is about something bigger than winning rightful compensation. Each area of our practice is an opportunity to empower people. We see public interest cases as essential tools of democracy, offering representation and participation to people who would not otherwise have the ability and resources to tackle these issues on their own. Our partnerships with everyday citizens serve as a healthy check on power and drive meaningful change that makes society safer, freer, and fairer for all.

Appeals & Writs • Sexual Assault •
Fertility Negligence • Employment Law •
Whistleblowers • Mass Arbitration • AI & Data
Privacy Litigation • False Advertising • Environ-
mental Sustainability • Mass Tort Actions •
Antitrust Law

FIRM STATS & IMPACT



Judicial Praise for Clarkson Law Firm, P.C.

JUDICIAL PRAISE

“

I just wanted to say that both counsel [Glenn Danas for Plaintiff/Appellant, and Alan Schoenfeld of WilmerHale for Chase] did an exceptional job, and whatever they're paying you isn't enough.

Judge J. Clifford Wallace

During oral argument in *McShannock v. JP Morgan Chase Bank NA* (9th Cir. May 13, 2020)

“

It is clear to the Court that the Clarkson lawyers [Yana Hart and Ryan Clarkson] are experienced, knowledgeable, and competent; that they will zealously advocate on behalf of the class; and that they will dedicate substantial time and resources to litigating this action.

Honorable Michael W. Fitzgerald, United States District Judge

In Gunaratna v. Dennis Gross Cosmetology LLC (C.D. Cal, April 4, 2023)

“

This is the point at which I usually submit the matter. I feel instead I should applaud. I've been looking forward to this argument all week, because it's a difficult area for me, and an interesting one. Now, I'm not a big fan of difficult, I'm addicted to interesting, and your [Brent Robinson for Plaintiff/Appellant and Fermin Llaguno of Littler Mendelson P.C. for In-n-Out Burgers] performance today lived up to my expectations. I wish your clients were here to see how well you represented them today.

Hon. William W. Bedsworth (now Ret.)

At the close of oral argument in *Piplack v. In-n-Out Burgers* (2023) 88 Cal.App.5th 1281



Case Profiles

We have an active civil trial practice and track record of success, having won numerous contested class certification motions and appointments as class counsel, leading to significant class settlements, including the following: data breach and privacy actions, false and deceptive advertising class actions, and others.

DATA BREACH AND PRIVACY ACTIONS

The firm handles antitrust cases, class actions, and complex litigation in federal and state courts throughout the United States. Notable past and ongoing data privacy and breach cases include:

In Re: PowerSchool Holdings, Inc. and PowerSchool Group, LLC Customer Security Breach Litigation
No 3:25-md-03149-BEN-MSB (S.D. Cal June. 17, 2025)

Clarkson appointed to the Plaintiffs' Steering Committee in consolidated litigation involving massive data breach that affected over 50 million students and 10 million teachers. Out of the dozens of firms who applied for leadership, Clarkson was selected as one of the six firms chosen for the PSC.

In re Laboratory Services Cooperative Data Breach Litigation
No 2:25-cv-00685-BJR (W.D. Washington, June 6, 2025)

Clarkson appointed to the Plaintiffs' Steering Committee in consolidated medical data breach case.

Jines v. California Cryobank, LLC
No 2:25-cv-02611-MWC-KES (C.D. California, April 28, 2025)

Clarkson appointed as Interim Co-Lead Counsel in consolidated data breach class action against reproductive medical clinic.

G.E. v. STILLZY, Inc.,
No 2:25-cv-00490-GW-SSC (C.D. California, April 14, 2025)

Clarkson appointed as Interim Co-Lead Counsel in data breach affecting hundreds of thousands of customers.

Rouillard v. SAG-AFTRA Health Plan
No 2:24-cv-10503-MEMFJPR (C.D. Cal Dec. 5, 2024)

Clarkson appointed Interim Co-Lead Counsel in data breach class action involving loss of personal information and confidential health information. The case seeks to remedy the profound loss of privacy that occurred due to the breach of this extremely sensitive information.

Saeedy, et al., v. Microsoft Corporation
(County of King, WA 2024)

Clarkson and its co-counsel prevailed on a motion to compel arbitration in a case involving surreptitious tracking of millions of users' internet browsing activity.

Faulkner v. MoneyGram Payment Systems, Inc.,
No. 3:24-cv-02557-X (N.D. Texas Oct. 10, 2024)

Clarkson appointed to the Plaintiffs' Executive Committee in a consolidated action involving disclosure of sensitive information.

In re Dropbox Sign Data Breach Litigation,
No. 4:24-cv-02637-JSW (N.D. Cal. May 2, 2024)

Clarkson appointed Interim Co-Lead Counsel in a data breach case involving disclosure of sensitive and private information.

Heath, et al. v. Keenan & Associates
No. 24STOV03018 (Super. Ct. L.A. County, Feb. 2, 2024)

Clarkson appointed as Interim Co-Lead Counsel in matter class action involving exposure of sensitive financial and medical records.

B.K., et al. v. Eisenhower Medical Center

No 5:23-cv-02092-JDB (C.D. Cal Oct. 12, 2023)

Clarkson appointed as Interim Co-Lead Counsel in a case involving the unauthorized transmission of confidential health information using online tracking technologies; preliminary approval granted on June 4, 2025.

C.M., et al. v. MarinHealth Medical Group, Inc.

No 3:23-cv-04179-WHO (N.D. Cal Aug. 16, 2023)

Clarkson successfully overcame a motion to dismiss on nearly all counts—with only one claim dismissed—in a case involving the misuse and unauthorized disclosure of confidential medical information. Clarkson's litigation efforts resulted in a class-wide settlement, which has been preliminary approved.

B.K. et. al. v. Desert Care Network, et. al.

Case No. 2:23-cv-5021 (C.D. Cal. June 23, 2023)

Clarkson filed a class action against major healthcare providers for the unauthorized disclosure of personally identifiable and protected health information to third parties, including to social media platforms like Facebook. The case seeks to hold medical institutions accountable for violating patient privacy and federal data protection laws. Clarkson's zealous advocacy resulted in the court's denial of motion to dismiss on the key claims.

Hall, et al. v. Los Angeles Unified School District

Case No. 23STCV04334, (Los Angeles Co. Sup. Ct. Feb. 28, 2023)

Clarkson filed a class action against LAUSD following a widespread data breach that compromised the sensitive personal, medical, and psychological records of minor students. The case seeks justice for affected families and aims to hold the district accountable for its failure to safeguard private student data. Clarkson obtained successful orders on demurrers as to both Defendants, allowing the key claims to proceed.

In Re: Samsung Customer Data Security Breach Litigation

Civil Action No. 23-md-3055 (CPO)(EAP) MDL No. 3055

Clarkson represented consumers in a nationwide class action against Samsung following a massive data breach involving millions of users' sensitive and confidential personal information. The case sought redress for privacy violations and inadequate data security measures by one of the world's largest tech companies.

Hasson v. Comcast Cable Communications, LLC

2:23-cv-05039-JMY (E.D. Pa. May 15, 2023)

Clarkson was appointed to the Plaintiffs' Steering Committee in a high-profile multidistrict litigation (MDL) concerning a major data breach, following a contested leadership motion briefing. This appointment reflects the firm's recognized experience in complex data privacy cases and its continued role in shaping national litigation strategy on behalf of affected individuals.

Baton v. Sas

Case No. 21017036, 2022 U.S. App. LEXIS 33183 (9th Cir. Dec. 1, 2022)

Clarkson successfully appealed a district court's erroneous dismissal of a data breach case on jurisdictional grounds. The Ninth Circuit's reversal marked an important precedent, reaffirming the rights of data breach victims to pursue justice in appropriate forums.

In Re: Tik Tok Inc., Consumer Privacy Litigation

MDL No. 2948

Clarkson successfully represented over four hundred of individual clients in a high-profile class action against TikTok, addressing the unauthorized transmission of private user data—including unpublished videos and images. The case underscores the firm's commitment to fighting invasive tech practices that exploit user privacy.

FALSE AND DECEPTIVE ADVERTISING CLASS ACTIONS

The firm represents consumers in false advertising and deceptive labeling class actions in both federal and state courts. Notable past and ongoing matters include cases challenging misleading claims about health, wellness, and personal care products.

Landsheft v. Apple, Inc.

Case No. 5:25-cv-02668 (N.D. Cal. March 19, 2025)

Clarkson appointed Interim Co-Lead Counsel in class action against Apple for allegedly false claims regarding the artificial intelligence capabilities of the iPhone 16. The case, which is ongoing, seeks to hold Apple accountable for falsely claiming its iPhone 16 would have “Apple Intelligence,” which would serve as a personal digital assistant, when it knew that the technology did not work.

Kandel, et al. v. Dr. Dennis Gross Skincare, LLC

Case No. 1:23-cv-01967-ER (S.D.N.Y. 2024)

Clarkson served as Class Counsel in a case involving false labeling claims against a major skincare brand. The firm secured final approval of a \$9.2 million settlement on behalf of a nationwide class, ensuring restitution for consumers misled by deceptive product representations.

Gunaratna, et al. v. Dr. Dennis Gross Skincare, LLC

Case No. 2:20-cv-02311-MWF-GJS

False, misleading, deceptive labeling and advertisement of products as containing “Collagen” when in fact the products did not contain collagen at all. Class certification granted and appointment of Clarkson Law Firm as Class Counsel by the Hon. Michael W. Fitzgerald on April 4, 2023.

Prescott v. Bayer Healthcare, LLC

Case No. 20-cv-00102-NC (N.D. Cal.)

In a class action concerning the false advertisement of products as “Mineral-based,” Clarkson was appointed Class Counsel and achieved final approval of a \$2.25 million nationwide settlement. The case reinforces the firm’s commitment to corporate accountability in consumer marketing.

Hezi, et al. v. Celsius Holdings, Inc.

Case No. 1:21-cv-09892-JHR (S.D.N.Y.)

False labeling and advertisement of products as having “No Preservatives.” Final approval of \$7.8 million nationwide settlement class was granted by Hon. Jennifer H. Rearden on April 5, 2023.

Swetz v. GSK Consumer Health

2021 U.S. Dist. LEXIS 227208 (S.D.N.Y. Nov. 22, 2021)

Clarkson represented consumers in a false labeling action over products promoted as “100% Natural” and “Clinically proven to curb cravings.” Acting as Class Counsel, the firm secured a \$6.5 million nationwide settlement approved by the court, addressing misleading health claims in advertising.

Thomas v. Nestle USA, Inc.

Los Angeles Superior Court, Case No. BC649863, 2020 Cal. Super. LEXIS 45291

Unlawful and deceptive packaging of box candy. Class certification granted and appointment of Clarkson Law Firm as Class Counsel by Hon. Daniel J. Buckley on April 29, 2020. Final approval of \$3.7 million nationwide class granted by Hon. Daniel J. Buckley on January 14, 2022.

Escobar v. Just Born, Inc.

Case No. 2:17-cv-01826-BRO-PJW (C.D. Cal.)

Unlawful and deceptive packaging of movie theater box candy; class certification granted and appointment of Clarkson Law Firm as Class Counsel by Hon. Judge Terry J. Hatter, Jr. on June 19, 2019.

Skinner v. Ken's Foods, Inc.

Santa Barbara Superior Court Case No. 18CV01618 (June 28, 2019)

Unlawful and deceptive packaging of salad dressing labels; \$403,364 in attorneys' fees and expenses awarded to Clarkson Law Firm because lawsuit deemed catalyst for Ken's label changes

Iglesias v. Ferrara Candy Co.

Case No. 3:17-cv-00849-VC (N.D. Cal.)

Obtained \$2.5 million nationwide class settlement in class action litigation over unlawful and deceptive packaging of movie theater box candy products. Clarkson Law Firm was appointed Class Counsel and final approval granted by the Hon. Vince Chhabria on October 31, 2018.

Tsuchiyama v. Taste of Nature

Los Angeles Superior Court, Case No. BC651252

Unlawful and deceptive packaging of movie theater box candy; notice of settlement and stipulation of dismissal entered pursuant to final approval of nationwide class in related case *Trentham v. Taste of Nature, Inc.*, Case No. 18PG-CV00751 granted on October 24, 2018.

Amiri, et al. v. My Pillow, Inc.

San Bernardino Superior Court, Case No. CIVDS1606479 (Feb. 26, 2018)

United States certified class action settlement against a global direct-to-consumer novelty goods company for false advertising and mislabeling of a pillow product as able to cure ailments before the Hon. Bryan Foster; final approved and Clarkson Law Firm appointed Class Counsel on February 26, 2018.

Garcia v. Iovate et al.

Santa Barbara Superior Court, Case No. 1402915.

Secured over \$10 million settlement in false labeling and advertising class action litigation of the popular "Hydroxycut" weight loss supplement; Clarkson Law Firm successfully intervened, and, along with the efforts of co-counsel, increased the size of the settlement by more than ten-fold.

Morales, et al. v. Kraft Foods Group, Inc.

2015 U.S. Dist. LEXIS 177918 (C.D. Cal. June 23, 2015)

California class action against the world's second largest food and beverage company for falsely advertising and mislabeling "natural" cheese, before the Hon. John D. Kronstadt; class certification and appointment of Clarkson Law Firm as Class Counsel granted on June 23, 2015.

OTHER NOTABLE CASES

The firm also handles select high-impact cases outside its core practice areas, often taking on complex litigation that sets important precedents. Other notable matters include:

Relevant Grp., LLC v. Nourmand

116 F.4th 917 (9th Cir. 2024)

Published affirmance of summary judgment in favor of real estate development company defending against civil RICO claims under First Amendment protection.

Galarsa v. Dolgen California, LLC

88 Cal. App. 5th 639 (2023)

One of the first published reversals following the United States Supreme Court's decision in *Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639 (2022) to hold that employees do not lose standing to pursue non-individual PAGA claims after individual PAGA claims have been compelled to arbitration.

Woodworth v. Loma Linda Univ. Med. Ctr.

93 Cal. App. 5th 1038 (2023)

Published partial reversal of trial court's summary adjudication in favor of defendants for wage and hour claims, including unlawful rounding policies based on a computer-based timekeeping system.

Kisting-Leung v. Oigna Corp.

No. 2:23-cv-01477-DAD-CSK, 2025 U.S. Dist. LEXIS 61242, at *2 (E.D. Cal. Mar. 30, 2025)

Denying motion to dismiss for equitable relief under ERISA § 502(a)(3) and California Unfair Competition Law claim, in a case involving a use of predictive AI algorithms to deny extended care to patients.

Est. of Lokken v. UnitedHealth Grp., Inc.,

No. 23-3514 (JRT/DJF), 2025 U.S. Dist. LEXIS 27262, at *2 (D. Minn. Feb. 13, 2025)

Declining to dismiss claim that UnitedHealth breached contractual obligations by relying on AI instead of doctors to deny vital post-acute care for elderly and other patients.

Artificial Intelligence Cases

Mr. Clarkson is leading the charge globally against some of the largest corporations in the world for their use of volatile and inaccurate artificial intelligence tools in healthcare, technology, and other sectors.

Fluoroquinolone Antibiotic Cases

Mr. Clarkson was the first plaintiff attorney in the nation to represent individuals suffering from permanent nerve damage caused by fluoroquinolone antibiotics, including Levaquin, Cipro, and Avelox. He advocated for dozens of clients across the country in litigation against Johnson & Johnson and Bayer Pharmaceuticals.

AMICUS CURIAE CONTRIBUTIONS

Nat'l Pork Producers Council v. Ross
598 U.S. 356 (2023)

Authored amicus curiae brief on behalf of United States Senator Cory Booker opposing California's Proposition 12 and the use of "gestation crates" for female pigs whose meat is sold in California.

Twitter, Inc. v. Taamneh
598 U.S. 471 (2023)

Authored amicus curiae brief involving the narrowing of liability under counterterrorism statute on behalf of retired United States Generals who served in Iraq and Afghanistan.

Keebaugh v. Warner Bros. Ent. Inc.
100 F.4th 1005 (9th Cir. 2024)

Authored amicus curiae brief in support of consumer protection claims involving the use of dark patterns and marketing to mislead and induce consumers to consent to binding contractual provisions.

Oliver v. Navy Fed. Credit Union
No. 24-188 (4th Cir. 2024)

Authored amicus curiae brief in favor of granting Federal Rule of Civil Procedure 23(f) petition following denial of class certification involving discriminatory lending practices.

Allen v. Blackbaud, Inc.
No. 24-180 (4th Cir. 2024)

Authored amicus curiae brief in favor of granting Federal Rule of Civil Procedure 23(f) petition following denial of class certification involving cybersecurity consumer concerns.



Our Team

Our team shares an unwavering belief in the power of people coming together to stand for what is right and enabling change. A single story, a single action, can enable a sea change.

OUR TEAM

**Practice Areas**

Class Action, Mass Torts

Bar & Court Admissions

U.S. Supreme Court, State Bar of California, State Bar of New York, State Bar of Michigan, 9th Cir., 6th Cir., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal., S.D.N.Y., E.D.N.Y., W.D. Mich., E.D. Mich.

Education

J.D., 2005, Michigan State University
School of Law, *summa cum laude*
B.A. in Political Science and Pre-Medical Studies, 1999,
University of Michigan at Ann Arbor

Ryan J. Clarkson

Managing Partner

Ryan Clarkson is the founder and managing partner of Clarkson. Motivated from an early age by a desire to deliver justice for the underserved, the underprivileged, and the underdog, Mr. Clarkson has prosecuted hundreds of consumer class actions involving fraudulent uses of artificial intelligence, defective pharmaceutical drugs and medical devices, greenwashing, illegal employment practices, cosmetics mislabeling, food misbranding, data breaches, and insurance carrier bad faith. He was the first attorney in the United States to pursue justice for victims of fluoroquinolone antibiotics who suffered permanent and disabling nerve damage. A force for accountability in how big corporations label, advertise, and market consumer goods, Mr. Clarkson has obtained the largest ever false advertising settlements involving fraudulent packaging, free-from food mislabeling, and false collagen cosmetics claims in U.S. history.

Mr. Clarkson is a frequent speaker and guest lecturer at class action law conferences, law schools, podcasts, and national media on a variety of legal issues from class and mass actions to artificial intelligence and technology, to law practice management.

Mr. Clarkson is a Director Emeritus for the Los Angeles Trial Lawyers Charities (LATLO), which provides food, clothing, shelter, and financial aid to underserved and marginalized communities. Mr. Clarkson also co-founded and serves on the board of directors of the Adam Clarkson Foundation, which supports the higher-education needs of children who have lost a parent.

Mr. Clarkson is proficient in French, Farsi, and Spanish.

Awards and Recognitions

2021-2025 Southern California Super Lawyers

2022 The National Trial Lawyers Top 100 - Civil Plaintiff



OUR TEAM

**Practice Areas**

Class Action, Mass Torts

Bar & Court Admissions

State Bar of California, 9th Cir., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal.

Education

J.D., 2004, University of California, Hastings
College of the Law

B.A., 2000, University of California, Santa Barbara

Shireen M. Clarkson

Partner

Shireen is a partner and co-founder of Clarkson. She has over 20 years of experience as a civil litigator, having spent the majority of her career prosecuting consumer class actions and other multi-party litigations involving false advertising and labeling, unfair business practices, dangerous pharmaceutical drugs and medical devices, and defective products.

Her practice is focused on changing the unlawful conduct of some of the largest U.S. and global corporations throughout a variety of industries, including most notably, Big Food and Big Pharma within the United States. Shireen has earned numerous recognitions as lead counsel in various certified class action cases and other multi-party matters resulting in millions of dollars for consumers seeking redress, as well as policy changes that better serve the public.

Shireen has been an honorary board member of the Los Angeles Trial Lawyers Charities and strongly believes in giving back to one's community. She is engaged in volunteer efforts aimed at assisting under-privileged, under-served individuals and communities, and is also involved in local community efforts for children's education in Malibu where she resides.

OUR TEAM

**Practice Areas**

Appeals & Writs, Class Action, PAGA Litigation

Bar & Court Admissions

U.S. Supreme Court, State Bar of California, 1st Cir., 2d Cir., 3d Cir., 4th Cir., 8th Cir., 9th Cir., C.D. Cal., E.D. Cal., N.D. Cal., S.D. Cal., E.D. Mich., Judicial Panel Multi-District Litigation

Education

J.D., 2001, Emory University School of Law, with honors, Emory Law Journal Board Member
B.S. in Industrial and Labor Relations, 1998, Cornell University

Clerkships

Hon. U.W. Clemon, United States District Court for the Northern District of Alabama, 2001-2002

Glenn A. Danas

Partner

Mr. Danas is a Partner at Clarkson Law Firm where he chairs both the Appellate and Employment departments. Prior to joining Clarkson, Mr. Danas was a partner at Robins Kaplan LLP in Los Angeles, where he worked on a range of appellate litigation matters across the country, mostly on the plaintiff's side. Before that, he was a partner at one of the largest wage and hour plaintiff's class action firms in California, where he became well known for having argued and won multiple cases in the California Supreme Court and the Ninth Circuit, including *Iskanian v. CLS Transportation*, 59 Cal. 4th 348 (2014), *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), *Williams v. Super. Ct.* (Marshalls of CA, LLC), 3 Cal. 5th 531 (2017), *Gerard v. Orange Coast Memorial Medical Center*, 6 Cal. 5th 443 (2018), *Brown v. Cinemark USA, Inc.*, 705 F. App'x 644 (9th Cir. Dec. 7, 2017), and *Baumann v. Chase Investment Services Corp.*, 747 F.3d 1117 (9th Cir. 2014). Mr. Danas has argued over 59 appeals and briefed dozens more.

Awards and Recognitions

California Academy of Appellate Lawyers (elected 2024)
American Bar Foundation, Fellow
2022-2024 *The Best Lawyers in America*® for Appellate Practice
2021-2024 Lawdragon 500 Leading Plaintiff Employment & Civil Rights Lawyers
2024-2025 Super Lawyers Southern California
2015-2019, 2022-2024 Daily Journal: Top 75 Labor and Employment Attorneys
2017 The Daily Journal: Top 100 Attorneys in California
2022 The Daily Journal: "Top Verdicts and Appellate Reversals" (for published reversals in *Salazar v. Target* and *Salazar v. Wal-Mart*)
2017 The Daily Journal: "Top Verdicts and Appellate Reversals" (for winning *McGill v. Citibank*)
2015 California Lawyer Magazine: "California Lawyer Attorney of the Year (CLAY) Award"
2013 Daily Journal: "Top 20 Lawyer Under 40 in California"
2021 L.A. Business Journal: Leaders of Influence: Thriving in Their 40s

Certifications

Certified Appellate Law Specialist by the California Board of Legal Specialization and the California Bar Association (2021)

**Clarkson**

OUR TEAM

**Practice Areas**

Antitrust, Class Action, Civil Rights, Employment Law, Mass Arbitration, False Advertising

Bar & Court Admissions

State Bar of New Jersey, State Bar of New York, D.N.J., E.D.N.Y., N.D.N.Y., S.D.N.Y.

Education

J.D., 2001, Emory University School of Law, Graduated first in class

Timothy K. Giordano

Litigation Chair

Mr. Giordano is a partner at Clarkson, leveraging over fifteen years of complex litigation and trial experience in federal and state courts. Mr. Giordano focuses his practice on consumer and other class and collective actions in securities, antitrust, civil rights, and employment law.

Prior to joining Clarkson, Mr. Giordano worked at prominent defense firm Skadden, Arps; Slate, Meagher & Flom LLP; as well as leading media, technology, and financial data company, Bloomberg L.P., in New York City.

Mr. Giordano also served as a law clerk for the Honorable Frank M. Hull on the U.S. Court of Appeals for the Eleventh Circuit, counseling on a wide range of federal appellate matters.

Mr. Giordano is admitted to the State Bars of New York and New Jersey. He is also a member of the bars of the United States District Courts for the Southern and Eastern Districts of New York, and the District of New Jersey.

Mr. Giordano received his law degree from Emory University School of Law, where he graduated first in his class.

Mr. Giordano has taught communication and persuasion as an adjunct professor and has served on various fiduciary and advisory boards, including as a member of the executive committee of the American Conference on Diversity, a nonprofit dedicated to building more just and inclusive schools, communities, and workplaces. Additionally, he is chairman of the board at the College of Communication and Information at Florida State University.

Awards and Recognitions

2024 Lawdragon 500 Leading Civil Rights & Plaintiff Employment Lawyers

OUR TEAM

**Practice Areas**

Fertility Negligence, Sexual Assault

Bar & Court Admissions

State Bar of California, 9th Cir., C.D. Cal., E.D. Cal., N.D. Cal., S.D. Cal.

Education

J.D., 2006, Northwestern University School of Law.
Volunteer mediator for the Cook County Court System

B.A. in Psychology and Sociology (double major),
2002, New York University, with honors

Tracey B. Cowan

Partner

Ms. Cowan is a Partner at Clarkson and head of the firm's Fertility Negligence and Sexual Assault practice areas. At her prior firm, Ms. Cowan helped pioneer one of the first embryo loss practice groups in the country. She has served as counsel on many of the most publicized cases in this practice area, working closely with plaintiffs, witnesses, and experts to vindicate her clients' rights. Her work in this sphere spans the gamut from IVF clinic misconduct, product liability claims, switched embryo cases, to egg and embryo loss or destruction.

In her role as head of the firm's Sexual Assault practice, Ms. Cowan focuses on championing the rights of survivors. She has managed hundreds of cases involving sexual assault, harassment, trafficking, and exploitation across the country. Her experience ranges from rider and driver cases in the rideshare space, to cases against celebrities, to child sexual assault matters against major institutions and religious organizations. She feels passionately about amplifying voices of survivors and achieving justice for the most marginalized members of our society.

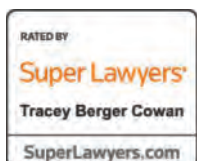
As an experienced litigator, Ms. Cowan has been quoted in dozens of national and international publications, including The New York Times, CNN.com, and Sing Tao USA. She has also made multiple television appearances regarding her cases, including on FOX, ABC, NBC, and CBS.

Awards and Recognitions

2025 Southern California Super Lawyers

2024 Lawdragon 500 Leading Civil Rights & Plaintiff Employment Lawyers

Unity Award, Minority Bar Coalition for work with the Jewish Bar Association of San Francisco



OUR TEAM

**Practice Areas**

Class Action, Consumer Protection, Unfair and Deceptive Trade Practices, Debt Collection & Loan Servicing, RICO, Wage & Hour

Bar & Court Admissions

U.S. Supreme Court, Bar of the District of Columbia, State Bar of California, 1st Cir., 4th Cir., 9th Cir., 11th Cir., D.D.C., C.D. Cal., N.D. Cal., E.D. Cal.

Education

American University, Washington College of Law, J.D. 2007

McGill University, B.Comm, 1999

Kristen G. Simplicio

Partner

Kristen Simplicio is a Partner at Clarkson. She has represented consumers and workers in a wide range of class action lawsuits arising under various state and federal laws. Prior to joining Clarkson in 2024, Ms. Simplicio worked at two consumer class action firms, spending five years at Tycko & Zavareei LLP in Washington, D.C., and ten years at Gutride Safier LLP in San Francisco.

Over the course of her career, Ms. Simplicio achieved a number of successes on behalf of consumers in the areas of false advertising and unfair debt collection practices. In particular, Ms. Simplicio has successfully sued loan servicers over junk fees charged to homeowners and students. She has also litigated a number of cases brought under the Racketeer Influenced and Corrupt Organizations Act.

Ms. Simplicio graduated cum laude from American University, Washington College of Law, in 2007. There, she served as Notes & Comments Editor on the Administrative Law Review. She obtained her Bachelor's degree from McGill University in 1999.

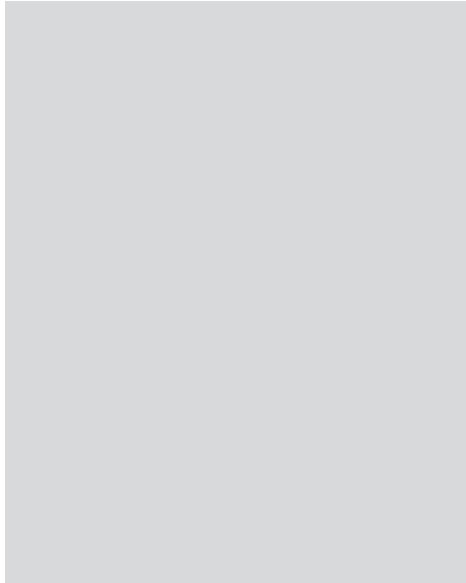
She is a member of the American Association for Justice, National Association of Consumer Advocates, and Public Justice.

Awards and Recognitions

2023-2025 Washington, D.C. Super Lawyers



OUR TEAM

**Practice Areas**

Antitrust

Bar & Court Admissions

State Bar of Illinois, 2d Cir., 3d Cir., 6th Cir., 7th Cir., 9th Cir., 11th Cir., N.D. Ill., S.D. Ill., C.D. Ill., E.D. Mo., E.D. Mich., W.D. Pa., N.D. Tex.

Education

J.D., 1995, Indiana University Maurer School of Law
B.A., 1992 DePauw University

Professional Memberships

American Association for Justice
American Bar Association
Federal Bar Association
Illinois State Bar Association

**Clarkson**

Derek Brandt

Partner

Derek Brandt has spent decades litigating important disputes against some of the world's most powerful corporate and financial interests, regularly practicing in some of the most influential state and federal courts in America. His plaintiff-oriented practice focuses on competition, antitrust, and other commercial and consumer disputes, both on a class and individual basis.

Since 2017, Mr. Brandt has spearheaded groundbreaking antitrust litigation on behalf of restaurant workers challenging franchise chains' employee "no poaching" pacts, which suppress wages for low-income workers. After years of litigation, Mr. Brandt and his co-counsel team won an important endorsement of their theory, when the U.S. Court of Appeals for the Seventh Circuit vacated an adverse trial court judgment. *See Deslandes v. McDonald's USA, LLC*, 81 F.4th 669 (7th Cir. 2023). The Deslandes decision was listed as *Law360's* #1 Seventh Circuit Civil Opinion of 2023 and prompted various additional awards and recognitions. Mr. Brandt and his team previously prevailed in an earlier appeal addressing a different antitrust issue in another no-poaching case, *Arrington v. Burger King Worldwide*, 47 F.4th 1247 (11th Cir. 2022).

Mr. Brandt also serves as court-appointed Interim Liaison Counsel in *In Re Crop Inputs Antitrust Litigation* (MDL No. 2993, E.D. Mo.). His antitrust work includes representing commercial metals purchasers in a global price-fixing case against large investment banks and securing an eight-figure pre-trial settlement for a surgical device manufacturer in a Sherman Act "tying" case. He also litigates Lanham Act and unfair competition claims arising from seller conduct on popular consumer commerce platforms.

Awards and Recognitions

2024 American Antitrust Institute: Outstanding Antitrust Litigation Achievement in Private Practice for *Deslandes v. McDonald's USA, LLC*, 81 F.4th 699 (7th Cir. 2023)
Sept. 2023 *Law360* Legal Lion of the Week for *Deslandes v. McDonald's USA, LLC*, 81 F.4th 699 (7th Cir. 2023)
Sept. 2019 *Law360* Legal Lion of the Week for *Eastman Kodak Co. v. Goldman Sachs et al.*, 936 F.3d 86 (2d Cir. 2019)
2012-2025 Illinois Super Lawyers
2020 Illinois Top 100 Super Lawyer
2018-2024 *The Best Lawyers in America*® for Class Actions / Mass Torts

OUR TEAM

**Practice Areas**

Class Action, False Advertising

Bar & Court Admissions

State Bar of California, 9th Cir., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal.

Education

J.D., 2012, Southwestern Law School
B.A., 2009, University of California, Los Angeles,
summa cum laude

Bahar Sodaify

Partner

Bahar is a partner at Clarkson, where her practice focuses on consumer class actions involving food labeling, cosmetics, and other consumer products. As one of the very first associates at Clarkson, Bahar has played an integral role in the firm's growth and continued success, helping to secure significant results for consumers—including victories in slack-fill litigation and other key areas of false advertising law.

Bahar has been appointed Class Counsel in numerous multimillion-dollar nationwide class action settlements, including the largest known class action lawsuit involving a "no preservatives" claim. In recognition of her expertise in the field, Bahar also serves on the Steering Committee for the Consumer Goods Litigation Forum.

Prior to joining Clarkson, Bahar was a litigation associate at a personal injury firm, where she was involved in all stages of litigation. She worked relentlessly to achieve justice for her clients, helping recover millions of dollars on their behalf, with a particular focus on representing minors injured in accidents.

Bahar earned her J.D. from Southwestern Law School in 2012, where she was a member of the *Journal of International Law* and *The Children's Rights Clinic*. She graduated *summa cum laude* from the University of California, Los Angeles in 2009 with a Bachelor of Arts degree. Bahar is fluent in Farsi.

OUR TEAM

**Practice Areas**

AI & Data Privacy, Class Action, Mass Torts

Bar & Court Admissions

U.S. Supreme Court, State Bar of California, State Bar of Florida, 9th Cir., D.D.C., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal., N.D. Ill., E.D. Mich., W.D. Mich., S.D.N.Y., W.D. Wash.

Education

J.D., 2015, Thomas Jefferson School of Law, *summa cum laude*, valedictorian
B.S. in Business Administration, 2012, Cabrini University, *summa cum laude*



Yana Hart

Partner

Ms. Hart is a San Diego Partner at Clarkson, who runs the firm's AI & Data Privacy Litigation practice. During her distinguished career, Ms. Hart has litigated hundreds of consumer protection cases, including class actions and complex individual matters. Her work has spanned key consumer statutes such as the California Invasion of Privacy Act Fair Debt Collection Practices Act, Fair Credit Reporting Act, Telephone Consumer Protection Act. She has extensive experience with key federal and California consumer statutes. Her work has resulted in numerous favorable rulings, which have been published in Lexis and Westlaw.

Ms. Hart has also contributed to the field through published legal scholarship on privacy and consumer protection. Her article, "The Impact of *Smith v. LoanMe* on My Right to Privacy Against Recording Telephone Conversations," was published in Gavel magazine by the Orange County Trial Lawyers Association in October 2020. Her article, "Stopping Collection Abuses in Medical Debt," appeared in Forum magazine, published by the Consumer Attorneys of California in March 2021.

Ms. Hart is admitted to the State Bars of California, Florida, and the District of Columbia, as well as all U.S. District Courts in California and the Ninth Circuit Court of Appeals.

Ms. Hart graduated *summa cum laude* from Cabrini College in 2012, with a Bachelor of Science in Business Administration. She earned her J.D. from Thomas Jefferson School of Law in 2015, where she was valedictorian of her class. After law school, Ms. Hart volunteered countless hours with various legal clinics, including the San Diego Small Claims Legal Advisory, El Cajon Legal Clinic, and San Diego Appellate Clinic.

Ms. Hart is fluent in Russian, conversational in ASL.

Awards and Recognitions

Lawyer Representative for the Southern District of California
2022-2025 Southern California Super Lawyers Rising Stars

OUR TEAM

**Practice Areas**

False Advertising

Bar & Court Admissions

State Bar of California, C.D. Cal., E.D. Cal., N.D. Cal.

Education

J.D., Loyola Law School, top 25% of class

B.S., Double major in Political Science and History,
University of California, Los Angeles

Celine Cohan

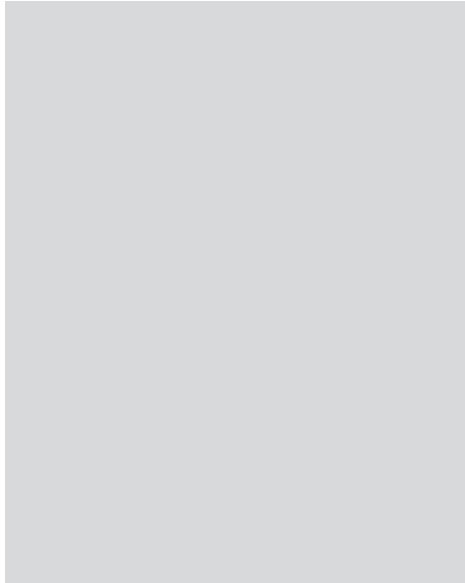
Counsel

Ms. Cohan is counsel at Clarkson. Ms. Cohan focuses her practice on consumer class actions in the areas of food labeling, cosmetics, and other consumer products. Prior to joining Clarkson, Ms. Cohan was a litigation associate at a labor and employment firm where she successfully litigated wage and hour cases, discrimination, sexual harassment, and other employment related matters. Ms. Cohan is actively involved at all stages of litigation and fights vigorously against corporate wrongdoers helping to recover millions of dollars for her clients.

Ms. Cohan is admitted to the State Bar of California and the bars of the United States District Courts for the Central, Northern, and Eastern Districts of California.

Ms. Cohan graduated from Loyola Law School in 2011, where she graduated in the top 25% of her class. In 2008, Ms. Cohan graduated from University of California, Los Angeles, where she earned a B.A. in Political Science and History.

OUR TEAM

**Practice Areas**

Appeals & Writs

Bar & Court Admissions

State Bar of California, 9th Cir., N.D. Cal., C.D. Cal., E.D. Cal.

Education

J.D., 2012, University of San Francisco School of Law B.A. in English Literature, 2008, U.C. Santa Barbara

Brent A. Robinson

Counsel

Brent A. Robinson is counsel at Clarkson, where he litigates writs and appeals for the firm's clients, as well as clients outside the firm. Mr. Robinson spent the early years of his career fighting for the rights of mostly Spanish-speaking wage workers in San Francisco's Mission District, before prosecuting high-impact class and representative litigation to enforce the civil rights of California employees and consumers both in the trial courts and on appeal. His passion lies in helping improve the lives of his clients, and in changing the law and legal system for the better.

Mr. Robinson has argued over 15 appeals, writs, and review proceedings in California's appellate courts, where his work has established new law. See, *Piplack v. In-N-Out Burgers* (2023) 88 Cal.App.5th 1281; *Carroll v. City and County of San Francisco* (2019) 41 Cal.App.5th 805.

Mr. Robinson is an active member of the California Employment Lawyers Association, and serves on that organization's Reverse Auctions Panel, Wage & Hour Committee, and Legislative Committee. He is also active in seeking publication and depublication of appellate decisions to improve the state of decisional law. See, e.g., *Lewis v. Simplified Labor Staffing Solutions* (Cal. Supreme Ct. Case No. S278457) (request for depublication granted).

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

Awards and Recognitions

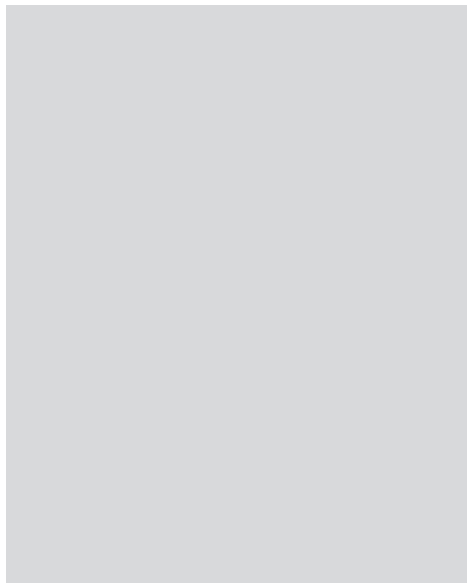
2022-2023 Northern California Super Lawyers Rising Stars

Professional Memberships

California Employment Lawyers Association; Member, Amicus Committee, Reverse Auctions Panel, Wage & Hour Committee, and Legislative Committee



OUR TEAM

**Practice Areas**

AI & Data Privacy

Bar & Court Admissions

State Bar of California, State Bar of Illinois, 7th Cir., N.D. Cal., C.D. Cal., E.D. Cal., S.D., Cal., N.D. Ill., C.D. Ill., S.D. Ill., S.D. Ind., E.D. Wis., D. Neb.

Education

J.D., 2012, Northern Illinois University College of Law, *magna cum laude*

B.A. in Political Science, 2008, University of Illinois Urbana-Champaign

Bryan P. Thompson

Counsel

Bryan P. Thompson is Counsel at Clarkson. He focuses his practice on complex consumer class actions and data privacy litigation. With over a decade of legal experience spanning federal and state courts, he has built a reputation for delivering results in challenging, high-stakes cases.

Mr. Thompson's extensive background includes managing all stages of litigation, from legal research and drafting to depositions, hearings, and arbitration. He has successfully briefed appeals in state and federal appellate court and handled hundreds of cases involving state and federal consumer protection laws.

He is admitted to practice to the State Bar of California and Illinois and all federal courts in Illinois, the Northern, Central and Eastern District of California, Southern District of Indiana, Eastern District of Wisconsin, District of Nebraska, and the Seventh Circuit Court of Appeals. He also holds a certification as a Certified Information Privacy Professional (CIPP/US).

Mr. Thompson is active in contributing his time and expertise to bar associates, focusing on access to justice issues. He graduated *magna cum laude* from Northern Illinois University College of Law, where he was on Law Review, and graduated from University of Illinois Urbana-Champaign with a B.A. in Political Science.

Awards and Recognitions

2023-2025 Illinois Super Lawyers

2021-2022 Illinois Super Lawyers Rising Stars

Professional Memberships

National Associations of Consumer Advocates, Illinois State Chair, Board of Judiciary Committee and Ethics Committee

Illinois State Bar Association, Member of Information and Privacy Law Committee

Chicago Bar Association, Former Vice Chair and later Chair of Consumer Law Committee



OUR TEAM

Lauren Anderson

Senior Associate

Lauren Anderson is a senior associate attorney at Clarkson. Ms. Anderson's practice focuses on the origination and development of consumer protection claims involving falsely advertised food and beverage, personal care, and household products, with emphasis in greenwashing and products marketed for children.

Ms. Anderson earned her J.D. from University of Southern California Gould School of Law in 2019, and she graduated from the University of Pennsylvania in 2015 with a B.A. in English.

Practice Areas

False Advertising, Environmental Sustainability

Bar & Court Admissions

State Bar of California, N.D. Cal., E.D. Cal., C.D. Cal.

Education

J.D., 2019, University of Southern California Gould School of Law

B.A., 2015, University of Pennsylvania

OUR TEAM

**Practice Areas**

Class Action, False Advertising

Bar & Court Admissions

State Bar of California, 9th Cir., C.D. Cal., N.D. Cal., S.D. Cal., E.D. Cal.

Education

J.D., 2018, University of San Diego School of Law
B.S. in Political Science, University of California,
Santa Barbara

Alan Gudino

Senior Associate

Alan Gudino is a Senior Associate Attorney at Clarkson. Mr. Gudino focuses his practice on consumer class actions in the areas of food labeling, cosmetics, and other consumer products. Before joining Clarkson, Mr. Gudino litigated auto fraud and lemon law cases under the California Consumers Legal Remedies Act and the California Song-Beverly Consumer Warranty Act. Prior to that, Mr. Gudino litigated consumer class actions under the Telephone Consumer Protection Act, Fair Debt Collection Practices Act, Fair Credit Reporting Act, and other federal and California consumer statutes.

Mr. Gudino is admitted to the State Bar of California and the bars of the United States District Courts for the Central, Northern, Eastern, and Southern Districts of California, and the Ninth Circuit Court of Appeals.

Mr. Gudino earned his law degree from the University of San Diego School of Law, and he graduated with a degree in Political Science from the University of California, Santa Barbara. While in law school, Mr. Gudino earned the CALI Excellence for the Future Award in torts and the Witkin Award for Academic Excellence in legal research and writing. He was a member of the San Diego International Law Journal and a judicial extern for Associate Justice Terry B. O'Rourke of the California Court of Appeal, Fourth Appellate District, Division One. Following law school, Mr. Gudino worked as a law clerk to Associate Judge Kenneth L. Govendo of the Superior Court for the Northern Mariana Islands. Mr. Gudino is fluent in Spanish.

OUR TEAM

**Practice Areas**

Antitrust, Class Action, Civil Rights, Employment Law

Bar & Court Admissions

State Bar of California, State Bar of New York, C.D. Cal., E.D. Cal., N.D. Cal., S.D.N.Y., N.D.N.Y., E.D.N.Y.

Education

L.L.M., 2017, The George Washington University Law School

B.A., 2010, Russian-Tajik University, top 5% of class

Zarrina Ozari

Senior Associate

Zarrina Ozari is a senior associate attorney at Clarkson. Ms. Ozari has extensive experience in employment law, including single-plaintiff and class action litigation. She has a proven track record of obtaining favorable results for her clients in discrimination, sexual harassment, and retaliation cases. Ms. Ozari also represents employees in wage and hour class action litigation. She handles all aspects of case management, from pre-litigation to trial. With a steadfast dedication to serving clients, Ms. Ozari holds individuals and employers accountable for their actions while ensuring her clients receive the maximum recovery available to them. In 2023, Ms. Ozari was honored as a “Rising Star” for her dedication to defending employees’ rights.

Prior to joining Clarkson, Ms. Ozari worked for prominent employment discrimination law firms in California and New York. During that time, she litigated employment discrimination matters and obtained numerous favorable results for her clients.

Ms. Ozari is admitted to the State Bars of California and New York, and the United States District Courts for the Central and Eastern Districts of California and the Eastern, Northern, and Southern Districts of New York.

Ms. Ozari earned her law degree in 2017 from The George Washington University Law School, and she graduated in the top 5 percent of her class from Russian-Tajik University in 2010 with her Bachelor of Arts.

Ms. Ozari is a member of the San Francisco Trial Lawyers Association and the California Women Lawyers Association.

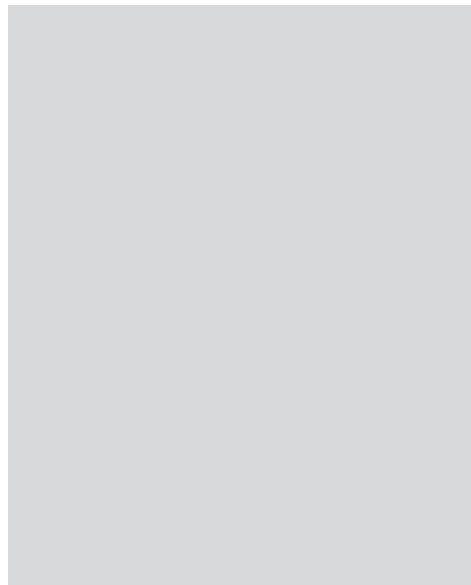
Ms. Ozari is fluent in Russian. She is also currently learning Spanish.

Awards and Recognitions

2023-2025 Southern California Super Lawyers Rising Stars



OUR TEAM

**Practice Areas**

Fertility Negligence, Sexual Assault, Mass Torts

Bar & Court Admissions

State Bar of California, E.D. Cal., N.D. Cal.

Education

JD, 2019, Lincoln Law School of Sacramento,
magna cum laude

Jamie Mauhay Powers

Senior Associate

Jamie Mauhay Powers is a senior associate at Clarkson and joined the firm in 2025.

Before becoming a lawyer, Ms. Powers had a decade-long career in government, serving in various capacities within the California Legislature. Beginning as a Legislative Aide in the California Senate, she progressed to Legislative Director, and ultimately Chief of Staff in the California State Assembly.

Ms. Powers then transitioned to nonprofit advocacy, holding leadership roles at the Child Abuse Prevention Center and Head Start California, where she championed policies supporting vulnerable children and families at both the state and federal levels. Her passion for advocacy led her to law school, where she graduated *magna cum laude*, earning multiple academic achievement awards. After law school, she dedicated her practice to mass tort litigation, representing hundreds of clients against corporate and government entities.

She currently supports Clarkson Law Firm's sexual assault and fertility negligence practice, leveraging her experience to hold institutions accountable and fight for survivors seeking justice.

Beyond her legal practice, Jamie is actively involved in the legal community and has received numerous recognitions, including The National Trial Lawyers "Top 40 Under 40 in Civil Litigation" (2023, 2024), and Super Lawyers® Rising StarsSM (2024). She has presented at national legal seminars, including the American Association for Justice (AAJ) Winter and Summer Conventions, and the National Trial Lawyers Summit, sharing insights on litigation strategies, ethics, and diversity in mass torts.

Awards and Recognitions

2023-2024 National Trial Lawyers: Top 40 Under 40 – Civil Litigation
2024 Northern California Super Lawyers Rising Stars



OUR TEAM

**Practice Areas**

Class Action, Consumer Protection, Product Liability, Product Defects

Bar & Court Admissions

State Bar of California, 6th Cir., 7th Cir., 9th Cir., C.D. Cal., S.D. Cal., N.D. Cal., E.D. Cal., E.D. Mich., N.D. Ill.

Education

J.D., 2017, University of California, Hastings College of the Law

B.A., 2013, University of California, Berkeley

Mark Richards

Senior Associate

Mark Richards is a senior associate attorney at Clarkson. Mr. Richards focuses his practice on consumer class actions, product liability, and automotive defect litigation. In recognition of his professional achievements in these practice areas, he was selected as a Southern California Rising Star in 2024 and 2025 by Super Lawyers, an honor bestowed upon only 2.5% of attorneys in Southern California.

During law school, Mr. Richards externed with the Honorable Jacqueline Scott Corley in the U.S. District Court, Northern District of California, and worked as a law clerk in the Corporate Fraud Section of the U.S. Attorney's Office.

Prior to joining Clarkson, Mr. Richards spent six years at McCune Law Group, APC, where he played a significant role in litigating many high-profile automotive defect class actions and product liability cases. His litigation efforts have resulted in numerous favorable settlements for consumers and several published decisions.

Mr. Richards is deeply committed to work that advances the well-being of society, which is evidenced by his involvement in various community organizations. He formerly served on the board of Inland Counties Legal Services, a non-profit organization providing pro bono legal services to indigent clients in California's Inland Empire. Currently, he serves as a board member for the Mira Costa Community College Foundation, working to advance educational opportunities for students in his hometown.

Awards and Recognitions

2024-2025 Southern California Super Lawyers Rising Stars

Professional Memberships

American Association for Justice (AAJ)

American Bar Association (ABA)

Attorneys Information Exchange Group (AIEG)

Consumer Attorneys of California (CAOC)



OUR TEAM

**Practice Areas**

Consumer Protection, Unfair and Deceptive Trade Practices

Bar & Court Admissions

State Bar of California, C.D. Cal., N.D. Cal.

Education

J.D., 2021, University of Southern California
Gould School of Law

Business Law Certificate with Emphasis
in Real Estate

B.A. in Philosophy and B.B.A. in Business Admin-
istration, with a minor in Political Science, 2018,
University of San Diego

Tiara Avanness

Associate

Tiara Avanness is an Associate Attorney at Clarkson. Ms. Avanness' practice focuses on complex consumer class action claims arising from unfair business practices, deceptive marketing, and environmental harm.

Ms. Avanness is admitted to the State Bar of California and the bars of the United States District Courts for the Central and Northern Districts of California.

Ms. Avanness earned her law degree in 2021 from the University of Southern California Gould School of Law. While in law school, she was a member of the Hale Moot Court Honors Program, worked in the Medical-Legal Community Partnership Clinic, and secured a business law certificate with an emphasis in real estate. She was also a teaching assistant for Contract Drafting and Strategy, Corporate Governance, Health Law and Policy, and Regulatory Compliance. Ms. Avanness graduated with her Bachelor of Arts in Philosophy, Bachelor of Business in Business Administration, and minor in political science from the University of San Diego in 2018.

OUR TEAM

**Practice Areas**

Class Action, False Advertising

Bar & Court Admissions

State Bar of California, C.D. Cal., N.D. Cal.

Education

J.D., New York University School of Law

B.A. in Global Studies with a Minor in French, University of California, Santa Barbara, Highest Honors

Meg Berkowitz

Associate

Meg Berkowitz is an associate attorney at Clarkson, primarily working on the pre-litigation development of false advertising cases. Equipped with a Juris Doctor from NYU School of Law and graduating with highest honors from UCSB, she brings a formidable blend of strong writing, analytical, and oral advocacy skills to her practice. Ms. Berkowitz works directly with clients to investigate claims against corporations that illegally exploit consumers for profit in a variety of industries.

Ms. Berkowitz's commitment to justice extends beyond corporate malfeasance. She is passionate about prisoners' rights and is actively involved in several of Clarkson's pro-bono initiatives, such as Homeboy Industries' mission to expunge records of formerly gang-involved individuals striving to rebuild their lives.

Ms. Berkowitz is fluent in French.

OUR TEAM



Michael Boelter

Associate

Michael Boelter is an associate attorney at Clarkson. Mr. Boelter's practice is focused primarily on healthcare and consumer litigation. His class action experience includes remedying the abuse of AI in healthcare, consumer protection and false advertising claims, complex litigation, and MDLs.

After receiving his B.A. in Philosophy from UC Berkeley, Mr. Boelter completed his Juris Doctor from Pepperdine Caruso School of Law, graduating *cum laude* in 2023. While at Pepperdine, Mr. Boelter served as an editor of the Pepperdine Law Review and obtained a certificate in entertainment, media, and sports. After his 1L year, Mr. Boelter joined Clarkson as a law clerk and has been steadfast in his defense of consumers' rights since.

Practice Areas

Healthcare, AI, Class Action, Complex Litigation, Consumer Protection, Employment Law, Appeals & Writs

Bar & Court Admissions

State Bar of California, C.D. Cal., E.D. Cal., N.D. Cal.

Education

J.D., 2023, Pepperdine Caruso School of Law, *cum laude*

B.A., Philosophy, UC Berkeley

OUR TEAM

**Practice Areas**

Class Action, Wage & Hour, PAGA Litigation

Bar & Court Admissions

State Bar of California, C.D. Cal., E.D. Cal., N.D. Cal., S.D. Cal.

Education

J.D. 2021, University of California, Hastings
B.A. in Cognitive Science, 2012, University of California, Irvine, Psychology Honors Program

Maxim Gorbunov

Associate

Maksim Gorbunov is an Associate specializing in Labor and Employment litigation with a focus on Wage and Hour Class actions and Private Attorneys General Act (PAGA) cases. With several years of experience in the legal field, he has been working tirelessly to make significant contributions to the pursuit of justice for his clients. Throughout his career, Mr. Gorbunov has achieved remarkable milestones including obtaining millions of dollars in settlements for workers. Prior to obtaining his law degree, Mr. Gorbunov studied psychology and the process of decision making in others, which he uses to apply effective approaches to litigate his cases.

Mr. Gorbunov values maintaining professional connections and staying engaged in with legal community. As such, he was heavily involved in University of California Hastings Moot Court as a competitor, student coach, and board member in law school. Now, as an attorney, Mr. Gorbunov is a member of the Los Angeles County Bar Association and California Employment Lawyers Association.

Professional Memberships

California Employment Lawyers Association (CELA)
Los Angeles County Bar Association (LACBA)

OUR TEAM

**Practice Areas**

Class Action

Bar & Court Admissions

Bar of the District of Columbia, Commonwealth of Massachusetts, D.D.C., D. Mass

Education

J.D., 2020, Harvard Law School

B.A. in Theatre and Communications, 2015, Florida State University

Laura Older

Associate

Laura Older is an Associate Attorney at Clarkson. Ms. Older represents consumers and workers in a range of class action lawsuits arising under various state and federal laws concerning consumer protection and employment law. Drawing from her background in theatre, Ms. Older weaves compelling narratives that connect judges and jurors to her clients' stories and create a shared sense of understanding and empathy crucial to success.

Prior to joining Clarkson, Ms. Older litigated class actions at a national plaintiff's law firm and represented individual employees in workplace discrimination lawsuits. She served as an inaugural law clerk for the Honorable John D. Couriel on the Florida Supreme Court.

Ms. Older is admitted to the bars of the Commonwealth of Massachusetts and the District of Columbia, as well as the United States District Courts of Massachusetts and the District of Columbia.

Ms. Older earned her Juris Doctor from Harvard Law School. There, Ms. Older served as an executive editor of the Journal of Law & Gender and president of Lambda, the school's LGBTQ affinity group. At Harvard, Ms. Older represented clients in the Domestic Violence and Family Law Clinic and interned at the ACLU of Florida and Planned Parenthood Foundation of America. Ms. Older received her B.A. in Theatre and Communications summa cum laude from the Florida State University, where she was on the American Mock Trial Association national championship-winning team.

Professional Memberships

National Association of Consumer Advocates

The National LGBTQ+ Bar Association

OUR TEAM

**Practice Areas**

Consumer Protection, Unfair Business Practices,
Privacy

Bar & Court Admissions

State Bar of California

Education

J.D., 2024, California Western School of Law
B.S. in Sociology, double minor in Political Science
and Nonprofit Administration, 2014, University of
Oregon

Kate Bonifas

Junior Associate

Kate Bonifas is an associate attorney at Clarkson, working in multiple practice areas including privacy, unfair business practices, and consumer protection. Ms. Bonifas earned her Juris Doctor in 2024 from California Western School of Law (CWSL) and holds a bachelor's degree from the University of Oregon.

After receiving her bachelor's in sociology with a double minor in political science and nonprofit administration, Ms. Bonifas went into community engagement and nonprofit fundraising, working with various entities including the Eugene Symphony Association, the Neighborhood Economic Development Corporation, and Willamalane Park and Recreation District.

During her career in community engagement, Ms. Bonifas was appointed by Oregon Governor Kate Brown to the Lane Transit District (LTD) Board of Directors. While on the LTD Board, she represented LTD on regional, state, and national committees, and worked side by side with multiple agencies on large projects relating to infrastructure, transportation, city growth, business, and provided resources for community members in need.

Ms. Bonifas returned to school in 2021, seeking a law degree with one thing in mind: continuing her lifetime work of fighting for the underdog. While at CWSL, Ms. Bonifas earned a Distinguished Advocate award for her skills in appellate argument, received Awards of Excellence in multiple classes, earned high marks on the Dean's Honors List, and received awards for two of her scholarly writing articles titled "The California Racial Justice Act: an Exclusion of Immigrants" and "Look, Don't Touch: The Court and Sexual Deviance." She was also a teaching fellow for Torts, a research assistant for Professor Jessica Fink, interned with the San Diego Public Defender's Office, and interned with the California Innocence Coalition — where she helped pass three new laws through the California State Legislature.

OUR TEAM

**Practice Areas**

Class Action

Bar & Court Admissions

State Bar of California, C.D. Cal., E.D. Cal., S.D. Cal.

Education

J.D., UCLA School of Law

B.A., Stanford University

Cody Laux

Junior Associate

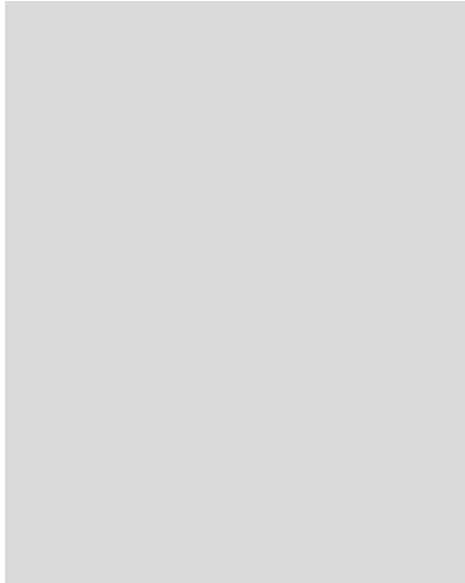
Cody Laux is an associate attorney at Clarkson, dedicated to trauma-informed and client-centered advocacy. She is passionate about vindicating the rights of disabled people, workers, and consumers and about advocating for the expansion of their legal protections. Ms. Laux focuses her litigation practice on class actions, consumer protection, disability discrimination, employment, mass torts.

Ms. Laux graduated from UCLA School of Law in 2024 and is a member of the David J. Epstein Program in Public Interest Law & Policy cohort. UCLA Law awarded Ms. Laux the Achievement Fellowship, a full tuition scholarship reserved for a small number of academically talented students who have also overcome adversity. While at UCLA Law, Ms. Laux specialized in Critical Race Theory, served as Articles Editor for the UCLA Journal of Gender & Law, was co-chair of the National Lawyers Guild, and participated in the Veteran's Legal Clinic.

Prior to UCLA Law, Ms. Laux attended Stanford University, where she received a Bachelor of Arts in American Studies, with a minor in Art Practice. During her undergraduate studies, Ms. Laux received the John Shively Fowler Award for Excellence in Photography, the Chappell Lougee Scholarship, and various awards for literary excellence.

Ms. Laux grew up system-impacted due to the incarceration of her primary caretakers and her placement in the foster care system. This background enables her to approach clients from a place of true empathy.

OUR TEAM

**Practice Areas**

False Advertising

Bar & Court Admissions

State Bar of California (February 2025 Exam Passed,
Awaiting Admission)

State Bar of New York (July 2024 Exam Passed,
Awaiting Admission)

Education

J.D., 2024, University of Southern California Gould
School of Law

L.L.B., 2020, Tongji University

Jay Zheng

Junior Associate

Jiaming (Jay) Zheng is a junior associate attorney at Clarkson Law Firm. He focuses his practice on consumer protection class actions, particularly those involving false advertising and deceptive business practices under California Unfair Competition Law, California Consumer Legal Remedies Act, and California Automatic Renewal Law. Before joining Clarkson full-time, he supported the firm's litigation team as a summer associate and law clerk.

Mr. Zheng earned his J.D. from the USC Gould School of Law. While at USC Gould School of Law, he served as the Senior Submission Editor for the Southern California Review of Law and Social Justice. Prior to USC Gould School of Law, he earned an LL.B. from Tongji University in Shanghai. During his undergraduate studies, he represented Tongji University in both the Willem C. Vis East International Commercial Arbitration Moot and the CIETAC Cup International Commercial Arbitration Moot, receiving the Best Individual Oralist award in the latter.

Originally from Shanghai, Mr. Zheng brings a global perspective to the firm's practice. He is fluent in Mandarin.

Mr. Zheng passed the July 2024 New York Bar Exam and the February 2025 California Bar Exam. He is currently awaiting admissions in both states.

Represent more.

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EXHIBIT L

B.K, et al., v. Eisenhower Medical Center
Case No. 23-cv-02092-JGB-DTB
Almedia Law Group Resume



The Almeida Law Group LLC is a class action litigation boutique committed to advocating for individuals, families and small businesses who have suffered because of corporate malfeasance. We are accomplished, experienced and credentialed class action practitioners, and we represent our clients in consumer protection, false labeling, unfair and deceptive practices cases as well as data privacy, technology and security matters including, but not limited to, data breaches, pixel tracking and claims under various consumer protection and privacy-related statutes such as the Electronic Communications Privacy Act (“ECPA”), the California Medical Information Act (“CMIA”), the Illinois Biometric Information and Privacy Act (“BIPA”), the Video Privacy Protection Act (“VPPA”) and the Telephone Consumer Protection Act (“TCPA”).

Our attorneys began their training at some of the most esteemed law schools in the country including Columbia, Cornell, Georgetown, Harvard and the University of Chicago. Excelling at each of these rigorous schools, our attorneys received top honors, contributed to prestigious law journals and completed numerous externships. Our attorneys have also completed highly selective public interest fellowships, federal clerkships in the Northern District of Illinois, Eastern District of Pennsylvania and the District of South Carolina as well as internships at the United States Attorney’s Offices in Atlanta and Baltimore.

With those foundations in place, our attorneys gained invaluable experience and honed their litigation skills by working at some of the very best law firms in the world including:

- Benesch, Friedlander, Coplan & Aronoff LLP
- Covington & Burling LLP
- Faegre Drinker Biddle & Reath LLP
- K&L Gates LLP
- Kilpatrick Townsend & Stockton LLP

- Kirkland and Ellis LLP
- Milbank LLP
- Quinn Emanuel Urquhart & Sullivan LLP
- Sheppard Mullin Richter & Hampton LLP
- Steptoe & Johnson LLP

These decades of experience set us apart from many plaintiffs' firms; we are acutely aware of how companies will respond in our cases because we represented the exact same types of companies for years. Coupled with our educations and training, this insider knowledge equips us to strategically utilize our experience for our clients' benefit.

Our practice is truly national as we represent clients in class action litigation in federal and state courts throughout the country. Our attorneys are licensed to practice in California, Florida, Georgia, Illinois, New York, South Carolina and Wisconsin. In short, our Firm is composed of a dedicated team of legal professionals with the knowledge, experience and unwavering commitment to obtain the best possible legal results for our clients.

PIXEL TRACKING CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *John v. Froedtert Health, Inc.*, 23-CV-1935 (Wis. Cir. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis)
- *In re Advocate Aurora Health Pixel Litigation*, 2:22-cv-01253 (E.D. Wis.) (co-counsel in consolidated pixel tracking class action, settled on a class-wide basis)
- *Guenther v. Rogers Behavioral Health System, Inc.*, (Wis. Cir. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis)
- *Doe v. Workit Health Inc.*, 2:23-cv-11691 (E.D. Mich.) (counsel in telehealth pixel tracking class action, settled on a class-wide basis)
- *Reedy v. Everlywell, Inc.*, 1:24-cv-02713 (N.D. Ill.) (co-lead counsel in telehealth pixel tracking class action, settled on a class-wide basis)
- *Vriezen v. Group Health Plan, Inc.*, 23-cv-00267 (D. Minn.) (counsel in consolidated pixel tracking class action, settled on a class-wide basis, final approval hearing set for June 26, 2025)
- *B.W. v. San Diego Fertility Center Medical Group, Inc.*, 37-2024- 00006118-CU-BC-CTL (Cal. Super. Ct., Solano Cty.) (co-counsel in pixel class action; final approval hearing set for July 18, 2025)
- *Kane v. University of Rochester Medical Center*, 6:23-cv-06027 (W.D.N.Y.) (counsel in pixel tracking class action, settled on a class-wide basis, final approval hearing set for August 21, 2025)

- *Smith v. Loyola University Medical Center*, 1:23-cv-15828 (N.D. Ill.) (co-lead counsel in pixel tracking class action, settled on a class-wide basis, final approval hearing set for September 17, 2025)
- *Marden v. LifeMD Inc.*, A-24-906800-C (Nev. Dist. Ct., Clark Cnty.) (counsel in telehealth pixel tracking class action, preliminary approval hearing set for September 30, 2025)
- *Cooper v. Mount Sinai Health System Inc.*, 1:23-cv-09485 (S.D.N.Y.) (counsel in pixel tracking class action, settled on a class-wide basis, final approval hearing set for October 24, 2025)
- *Singh v. The Moses H. Cone Memorial Hospital Operating Corporation*, 1:24-cv-00558 (M.D.N.C.) (co-counsel in pixel class action; settled on a class-wide basis, preliminary approval hearing pending)
- *Mrozinski et al. vs. Aspirus, Inc.*, 2023CV000170 (Wisc. Cir. Ct., Marathon Cnty.) (co-lead counsel in pixel tracking class action)
- *Isaac v. Northbay Healthcare Corp.*, FCS059353 (L.A. Sup. Ct.) (co-lead counsel in consolidated pixel tracking class action)
- *Mayer v. Midwest Physicians Administrative Services LLC*, 1:23-cv-03132 (N.D. Ill.) (co-lead counsel in pixel tracking class action)
- *Kaplan v. Northwell Health*, 2:23-cv-07205 (E.D.N.Y.) (counsel in pixel tracking class action)
- *Strong v. LifeStance Health Group Inc.*, 2:23-cv-00682 (D. Ariz.) (counsel in telehealth pixel tracking class action)
- *Doe v. ProHealth Care*, 2:23-cv-00296 (E.D. Wis.) (co-counsel in consolidated pixel tracking class action)
- *McCulley v. Banner Health*, 2:23-cv-00985 (D. Ariz.) (co-counsel in consolidated pixel tracking class action)
- *Heard v. Torrance Memorial Medical Center*, 22STCV36178 (L.A. Sup. Ct.) (co-lead counsel in consolidated pixel tracking class action)
- *Doe v. Adventist Health Care Network, Inc.*, 22ST-cv-36304 (L.A. Sup. Ct.) (co-lead counsel in consolidated pixel tracking class action)
- *Federman v. Cerebral Inc.*, 2:23-cv-01803 (C.D. Cal.) (counsel in telehealth pixel tracking class action)
- *R.C. v. Walgreens Co.*, 5:23-cv-01933 (C.D. Cal.) (counsel in telehealth pixel tracking class action)
- *Doe v. Wellstar Health System, Inc.*, 1:24-cv-01748 (N.D. Ga.) (co-lead counsel in

telehealth pixel tracking class action)

- *Pattison v. Teladoc Health, Inc.*, 7:23-cv-11305-NSR (S.D.N.Y.) (co-lead counsel in consolidated pixel tracking class action)
- *Nguyen v. Abbott Laboratories, Inc.*, 1:24-cv-08289 (N.D. Ill.) (counsel in telehealth pixel tracking class action)
- *R.C. v. Walmart Inc.*, 5:24-cv-02003 (C.D. Cal.) (counsel in telehealth pixel tracking class action)
- *Vriezen v. Infinite Health Collaborative*, 0:24-cv-03743 (D. Minn.) (counsel in telehealth pixel tracking class action)
- *Fateen v. Corewell Health*, 1:24-cv-01216 (W.D. Mich.) (counsel in telehealth pixel tracking class action)
- *J. R. v. Atrium Health, Inc.*, 3:24-cv-00382 (W.D.N.C.) (counsel in telehealth pixel tracking class action)
- *In re CityMD Data Privacy Litigation*, 2:24-cv-06972 (D.N.J.) (interim Co-Lead Class Counsel in urgent care pixel tracking class action)

DATA BREACH CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *In re Practice Resources, LLC Data Security Breach Litigation*, 6:22-cv-00890 (N.D.N.Y.) (co-lead counsel in consolidated data privacy class action, settled on a class-wide basis)
- *Spann v. Superior Air-Ground Ambulance Service, Inc.*, 1:24-cv-04704 (N.D. Ill.) (co-lead counsel in operative data breach class action, settled on a class-wide basis)
- *In re City of Hope Data Security Breach Litigation*, 24STCV09935 (L.A. Sup. Ct.) (counsel in consolidated data breach class action, preliminary approval hearing set for July 22, 2025)
- *Tambroni v. WellNow Urgent Care, P.C.*, 2025LA000013 (Ill. Cir. Ct., Sangamon Cnty.) (co-lead counsel in data breach class action, final approval hearing scheduled for August 15, 2025)
- *Catanach v. Bold Quail Holdings, LLC*, 24STCV32029 (L.A. Sup. Ct.) (counsel in data breach class action)
- *Hulse v. Acadian Ambulance Services, Inc.*, 6:24-cv-01011 (W.D. La.) (executive Committee in consolidated data breach class action)
- *Gorder v. FCDG Management LLC d/b/a First Choice Dental*, 2024-CV-002164 (Wis. Cir. Ct., Dane Cnty.) (co-lead counsel in data breach class action)
- *In re Rockford Gastroenterology Associates, Ltd Data Breach Litigation*, 2024-

CH- 0000120 (Winnebago Cir. Ct.) (interim co-lead class counsel in data breach class action)

- *Bardwell v. Mt. Baker Imaging, LLC*, No. 25-2-00463037 (Whatcom Cnty. Sup. Ct., Wash. Mar. 6, 2025) (co-lead counsel in a data breach class action)
- *Dixon v. Medical Express Ambulance Service, Inc.*, No. 2025CH04441 (Cook Cnty. Cir. Ct., Ill. Apr. 21, 2025) (co-lead counsel in a data breach class action)

OTHER DATA BREACH CASES IN WHICH OUR FIRM IS INVOLVED

- *Nadeau v. Onsite Mammography, LLC*, No. 3:25-cv-11123 (W.D. Mass. Apr. 25, 2025)
- *John v. Lab. Serv. Coop.*, 2:25-cv-00731 (W.D. Wash. Apr. 22, 2025)
- *Neu v. Coinbase Global, Inc.*, 3:25-cv-04243 (N.D. Cal. Apr. 16, 2025)
- *Blount v. Oracle Health, Inc.*, 4:25-cv-00259 (W.D. Mo. Apr. 11, 2025)(counsel in a data breach class action)
- *Ansley v. Concord Orthopaedics Prof. Ass'n*, 217-2025-CV-00305 (Merrimack Cnty. Sup. Ct., N.H. Apr. 4, 2025)
- *P.M. v. Northwell Health Inc. et al.*, No. 613041/2025 (NY Sup. Ct., Nassau Cnty.)
- *Fitzsimons v. Long Island Plastic Surgical Group, PC*, 2:25-cv-00309 (E.D.N.Y.)
- *Montenegro v. American Neighborhood Mortgage Acceptance Company d/b/a AnnieMac Home Mortgage*, 1:24-cv-10679 (D.N.J.)
- *McHugh v. Enzo Biochem, Inc.*, 2:23-cv-04326 (E.D.N.Y.)
- *Meyers v. Onix Groups LLC*, 2:23-cv-0228 (E.D. Pa.)
- *Kolstedt v. TMX Finance Corporate Services, Inc.*, 4:23-cv-00076 (S.D. Ga.)
- *Rasmussen v. Uintah Basin Healthcare*, 2:23-cv-00322 (D. Utah)
- *Douglas v. Purfoods LLC*, 4:23-cv-00332 (S.D. Iowa)
- *Williams v. Southwell Inc. & Tift Regional Health Systems Inc.*, 2023CV0328 (Ga. Super. Ct., Tift Cnty.)

**VIDEO PRIVACY PROTECTION ACT CASES IN WHICH OUR FIRM HAS SERVED AS
LEAD OR CO-COUNSEL**

- *Edwards v. Mubi Inc.*, 5:24-cv-00638 (N.D. Cal.) (co-counsel in VPPA class action)
- *John v. Delta Defense LLC & U.S. Concealed Carry Association Inc.*, 2:23-cv-01253 (E.D. Wisc.) (lead counsel in VPPA class action)

- *Macalpine v. Onnit, Inc.*, 1:24-cv-00933 (W.D. Tex.) (counsel in VPPA class action)
- *Marteney v. ANM Media, LLP, Inc. d/b/a MY-CPE*, 4:24-cv-04511 (S.D. Tex.) (counsel in VPPA class action)
- *Jones v. Becker Professional Development Corporation*, 6:24-cv-06643 (W.D.N.Y.) (co-lead counsel in consolidated VPPA class action)

FALSE LABELING CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *Levy v. Hu Products LLC*, 23-cv-01381 (S.D.N.Y.) (co-counsel in false labeling class action alleging defendant did not disclose the presence of lead in chocolate)
- *In re Trader Joe's Company*, 3:23-cv-00061 (S.D. Cal.) (co-counsel in false labeling class action alleging defendant did not disclose the presence of lead in chocolate)
- *Haymount Urgent Care PC v. Gofund Advance LLC*, 1:22-cv-01245 (S.D.N.Y.) (co-counsel in lawsuit alleging merchant cash advances were usurious loans)
- *Mandy Cliburn v. One Source Market, LLC, d/b/a HexClad Cookware*, 23-ST-cv-28930 (Cal. Sup. Ct.) (counsel in false labeling class action, settled on a class-wide basis, final approval pending)
- *Fleetwood Services LLC v. Complete Business Solutions Group Inc.*, 2:18-cv-00268, (E.D. Pa.) (co-counsel in class action alleging merchant cash advances were usurious loans)
- *Kyungo v. Saks & Company, LLC*, 3:24-cv-06934 (N.D. Cal.) (counsel in false advertising class action)

CONSUMER PROTECTION CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *Oganesyan v. Rakuten USA*; 4:25-cv-01534 (N.D. Cal.) (counsel in consolidated false advertising class action)
- *Chowning vs. Tyler Technologies, Inc.*; 3:25-cv-04009 (N.D. Cal.) (counsel in junk fees class action)

BIOMETRIC AND GENETIC CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *Aragon v. Weil Foot & Ankle Institute LLC*, 2021-CH-01437 (Ill. Cir. Ct. Cook Cnty.) (co-lead counsel in BIPA class action, settled on a class-wide basis)
- *Bore v. Ohare Towing Systems Inc.*, 2020-CH-02865 (Ill. Cir. Ct. Cook Cnty.) (co-lead counsel in BIPA class action, final approval granted)

- *Daichendt v. CVS Pharmacy Inc.*, 1:22-cv-03318 (N.D. Ill.) (co-counsel in BIPA class action)
- *Vargas v. Cermak Fresh Market Inc.*, 2020-CH-06763 (Ill. Cir. Ct. Cook Cnty.) (co- counsel in BIPA class action)
- *Karling v. Samsara Inc.*, 1:22-cv-00295 (N.D. Ill.) (co-counsel in BIPA class action)
- *Stegmeyer v. ABM Industries Incorporated, et al.*, 1:24-cv-00394 (N.D. Ill.) (co-lead counsel in biometric class action)
- *Carter et al v. MyHeritage (USA), Inc.*, 1:25-cv-00224 (N.D. Ill.) (Interim co-lead class counsel in consolidated GIPA class action)
- *Saathoff v. Gene By Gene Ltd.*, 1:24-cv-12118 (N.D. Ill.) (interim class counsel in consolidated pixel class action)

OUR TEAM

David S. Almeida is the Founder and Managing Partner of the Almeida Law Group LLC, headquartered in Chicago, Illinois.

Bringing a distinctive and highly seasoned perspective, he specializes in representing consumers in class action lawsuits. Notably, a significant portion of his career has been devoted to serving as a class action defense lawyer, representing hospital systems, medical providers, retail and hospitality companies, and various consumer-facing entities in class action lawsuits related to privacy. Before establishing ALG, David was a Partner at Benesch, Friedlander, Coplan and Aronoff LLP; while there, David founded and chaired the Class Action Practice Group and lead the Firm's Telephone Consumer Protection Act Team and its Retail, Hospitality and Consumer Products Practice Group.

A 1999 graduate of Cornell Law School, David has practiced law at prestigious firms in New York City and Chicago. David is admitted to the bars of New York, Illinois, Arizona and Wisconsin, as well as several federal courts, including the United States District for the Northern District of Illinois.

David's extensive experience spans over 350 class action lawsuits across the country. These cases encompass issues such as data breaches and privacy violations, state consumer fraud and deceptive business practices, false advertising and false labeling, as well as numerous statutory violations including the Telephone Consumer Protection Act, the Fair Credit Reporting Act, the Illinois Biometric Information and Privacy Act ("BIPA"), the Video Privacy Protection Act ("VPPA"), the Electronics Communication Privacy Act, 18 U.S.C. § 2511(1) ("ECPA"), the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.* ("CMIA"), the California Invasion of Privacy Act, Cal. Penal Code § 630, *et. seq.* ("CIPA"), the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* ("CLRA"), the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* ("UCL").

As a recognized authority in the field, David is well-versed in data privacy and security issues, direct and mobile marketing, emerging payment systems, as well as social and digital media matters. He is an author and speaker on these topics and is sought after by local and national publications for his insights. David has received multiple listings as an Illinois Super Lawyers and has been acknowledged as a "Rising Star" by the National Law Journal. He earned his Bachelor of Arts from Salisbury University, graduating *summa cum*

laude, and obtained his Juris Doctor from Cornell Law School, where he served as an Editor of the Cornell Law Review.

Wesley M. Griffith is a Partner and the California Managing Partner at Almeida Law Group.

Wes is an accomplished litigator. Like many attorneys at the firm, Wes developed extensive experience as a defense attorney, spending a decade at two of the nation's top defense firms, where he represented some of the world's largest companies in class actions and complex litigation. Wes now leverages his big law experience to advocate vigorously for everyday Americans in trial and appellate courts across the country.

Wes's practice focuses primarily on consumer class actions, focusing on junk fees, false and deceptive advertising, forever chemical contamination, and complex commercial disputes. He has represented clients in significant federal court actions (including before the United States Supreme Court), multidistrict litigation, and other complex actions across the country.

Wes's notable current matters include:

- Reserve California Camping Junk Fees Class Action
- Greystar Junk Fee Class Action
- School Lunch Fees Class Action
- Avis and Budget Rental Car Junk Fees

Wes's prior class action experience includes:

- *Beaver v. Tarsadia Hotels*, 2017 WL 4310707 (S.D. Cal. Sept. 28, 2017) (granting final approval to a class action settlement of over \$50 million in a real estate development dispute)
- *Weller v. HSBC Fin. Corp.*, 2015 WL 6123195 (D. Colo. Oct. 19, 2015)
- *West v. HSBC Mortgage Corp.*, South Carolina Court of Common Pleas (August 2015)
- *In re HSBC Bank, USA, N.A., Debit Card Overdraft Fee Litig.*, Supreme Court of the State of New York (2015)
- *In re HSBC Bank, USA, N.A., Debit Card Overdraft Fee Litig.*, 99 F. Supp. 3d 288 (E.D.N.Y. 2015)
- *Vasquez v. California School of Culinary Arts, Inc.*, 230 Cal. App. 4th 35 (Cal. App.

2d Dist. 2014)

- *Diaz v. HSBC USA, N.A.*, 2014 WL 5488161 (S.D. Fla. 2014)
- *In re HSBC Mortg. Corp. Force-Placed Hazard Ins. Litig.*, 959 F. Supp. 2d 1370 (J.P.M.L. 2013)
- *Davis v. Chase Bank USA, N.A.* (C.D. Cal. 2013)

Matthew J. Langley is a Partner at Almeida Law Group. Matthew leverages his extensive skills and experience cultivated as a federal prosecutor and defense attorney to champion the rights of individuals affected by unjust or deceptive practices. Prior to joining the Almeida Law Group, Matthew was as a partner at Benesch, Friedlander, Coplan and Aronoff LLP, collaborating with David in the firm's Class Action practice group and, among other matters, representing plaintiffs in a two-billion-dollar defamation suit involving election fraud claims.

Matthew began his legal career at Kirkland and Ellis where, as an associate, he defended corporate clients in high-stakes litigation, including representing AOL in a class action data breach involving the personal data of over 680,000 customers. He continued to represent corporate clients, as both plaintiffs and defendants, at K&L Gates in Miami, Florida before joining the United States Attorney's Office for the Southern District of Florida.

As an Assistant United States Attorney, Matthew worked in both the Major Crimes and the Economic Crimes Divisions, prosecuting crimes involving health care fraud, tax fraud, money laundering, identity theft, bank fraud, child pornography, and drug trafficking. He first-chaired ten jury trials, securing guilty verdicts in all ten cases and successfully argued appeals in front of the Eleventh Circuit Court of Appeals.

After leaving government service, Matthew worked as a securities class action attorney at Robbins Geller, where he played a crucial role in bringing securities fraud cases, helping to secure the recovery of millions of dollars for shareholders.

Matt has actively participated in numerous class action lawsuits, addressing issues such as data breach and privacy violations, state consumer fraud, deceptive business practices, false advertising and labeling, the Telephone Consumer Protection Act (TCPA), the Fair Credit Reporting Act (FCRA), Illinois' Biometric Information Privacy Act (BIPA), and the California Invasion of Privacy Act (CIPA).

Matt is admitted to the bar in New York, Florida, California and Illinois. He earned his Bachelor of Arts in English and Sociology from the University of Connecticut and his Juris

Doctor from Columbia Law School, where he was a Harlan Fiske Scholar.

John R. Parker Jr., known as “J.R.,” is a Partner with the Almeida Law Group. J.R. is a tenacious and successful litigator, handling intricate civil litigation from the investigative phase through settlement or trial in both state and federal courts, including appellate proceedings.

J.R.'s practice encompasses class action lawsuits, False Claims Act cases, Medi-Cal and Medicare fraud, consumer fraud, defective products and drugs, insurance bad faith, personal injury, medical malpractice, employment claims, civil rights, toxic tort, and environmental cases. He has taken on consumer class actions against prominent tech industry entities such as Facebook, Apple, and Zynga. J.R. has been appointed lead counsel in numerous class action cases by state and federal courts in California and nationwide.

Recognizing the human impact of personal or economic injuries resulting from the carelessness, negligence, or intentional acts of others, J.R. is deeply committed to representing ordinary individuals who lack the resources of the multinational corporations and insurance companies he holds accountable in his cases.

In addition to his legal ventures, J.R. has volunteered for the Eastern District of California Dispute Resolution Program and served as appointed counsel for the Eastern District of California's pro bono program. He earned his A.B. in Greek and Latin from the University of Georgia, graduating *summa cum laude*, and obtained his J.D. from Harvard Law School, where he served as Deputy Editor-in-Chief of the Harvard Journal of Law and Public Policy.

After law school, J.R. clerked for Judge Joseph A. Anderson, at the time Chief Judge for the United States District Court for the District of South Carolina. He then worked at a plaintiff's firm in Atlanta Georgia, and then a litigation boutique in Birmingham, Alabama, Spotswood, Sansom, and Sansbury LLC, where he defended the FedEx Corporation in class action suits around the country. After the birth of his first child, he and his wife moved to Sacramento, California, where he worked for Kershaw, Cutter & Ratinoff LLP and then Cutter Law LLC, where he litigated and tried complex cases on behalf of ordinary people against large corporations and insurance companies. Some of his work before joining the Almeida Law Group LLC includes the following matters:

- *Doan v. State Farm*, Santa Clara Superior Court, 1-08-cv-129264 (co-lead counsel in certified class action against State Farm successfully tried and resulting in a global settlement of all State Farm fire policyholders in California)

- *U.S. ex rel. Bell v. Biotronik, Inc.*, 18-cv-01391 (C.D. Cal.) (Lead Relator's counsel in a False Claims Act case against medical device company resulting in \$12.95 million recovery by the United States)
- *Bohannon v. Facebook, Inc.*, 4:12-cv-01894-BLF (N.D. Cal.). (Appointed Class Counsel representing a certified nationwide class of minor Facebook users and their parents)
- *Phillips v. County of Riverside*, 5:19-cv-01231-JGB-SHK (C.D. Cal.) (Co-lead Class Counsel in a collective action and then 86 individual actions brought under FLSA on behalf of social workers employed by Riverside County, resulting in \$4.55 million global settlement after decertification)
- *Pike v. County of San Bernardino*, 5:17-cv-01680 (C.D. Cal.) (Co-lead Class Counsel in certified collective action brought under FLSA on behalf of social workers employed by San Bernardino County)
- *Johnson v. CSAA*, 07AS03197 (Sacramento Superior Court) (Co-Lead Counsel in class action against CSAA relating to failure to waive deductible. Resolved by settlement providing complete cash reimbursement, plus interest. Settlement valued at over \$80 million)
- *Shurtleff v. Health Net*, (E.D. Cal. and Cal. Super. Ct., Sacramento Cnty.) (Co-Lead and Plaintiffs' Liaison counsel in class actions against Health Net for a breach of confidential information, resulting in a nationwide class settlement)
- *Parry v. National Seating & Mobility Inc.*, 3:10-cv-02782-JSW (N.D. Cal.) (Appointed Class Counsel on behalf of representing nationwide class of sales representatives for medical equipment company in breach of contract case that settled on a class-wide basis after certification in the Northern District of California)
- *Zmucki v. Extreme Learning*, 111-cv-197630. (Cal. Super. Ct., Santa Clara Cnty.), (Appointed settlement class counsel on behalf of class of educators for wage and hour violations in the Northern District of California)

Karen Dahlberg O'Connell is a Partner with the Almeida Law Group. Karen is an experienced litigator who is skilled at investigating and prosecuting consumer fraud actions. Prior to joining Almeida Law Group, Karen participated in a wide range of cases on behalf of the Federal Trade Commission for more than 15 years. Representative matters include undisclosed recurring subscription fees, alternative education scams, unlawful debt collection, unauthorized billing, business coaching and job scams, deceptive marketing of a medical discount plan, and false advertising via affiliate marketers. Before working at the Federal Trade Commission, Karen served as an Assistant Attorney General in the Litigation Bureau of the New York State Office of the Attorney General, where she defended New York State, state agencies, and state officers in all stages of litigation, including trial. Her cases as an Assistant Attorney General ranged from employment

actions to alleged constitutional violations, including First Amendment claims. Before entering public service, Karen was a litigation associate at Robins, Kaplan, Miller & Ciresi LLP in Boston. She started her legal career at Milbank LLP in New York.

Karen is admitted to the state bars of New York and Massachusetts, the Southern District of New York, the Eastern District of New York, and the District of Massachusetts.

Elena A. Belov serves as Of Counsel at the Almeida Law Group.

An adept litigator, Elena began her legal career at Milbank LLP, a renowned international law firm. While there, she developed her skills in navigating complex commercial litigations and actively engaged in *pro bono* work focused on civil rights.

Motivated by a belief in justice for all, Elena devoted more than a decade of her practice to environmental work and public service before redirecting her passion toward advocating for wronged plaintiffs. She had the privilege of clerking for Judge Cynthia M. Rufe in the U.S. District Court for the Eastern District of Pennsylvania, gaining firsthand insights into the intricacies of the federal judicial system. Elena also contributed to the field by teaching and practicing environmental law on behalf of pro bono clients at the University of Washington School of Law. And while working for the World Wildlife Fund, she supported Native Alaskan Tribes as well as State and Federal officials, including the U.S. Coast Guard, in their endeavors to safeguard Arctic ecosystems. Elena has collaborated with a diverse clientele, ranging from major banks and insurance companies to non-governmental organizations and individuals from various walks of life.

Elena investigates consumer rights violations and takes pride in combating companies that exploit individuals, whether through deceptive advertising, selling defective products, or

neglecting user privacy. Elena graduated with honors from Barnard College in New York, earning a B.A. in Political Science, and received her Juris Doctor from the Georgetown University Law Center. During law school, she served as a member of the American Criminal Law Review, authoring several published articles, and worked in the Environmental Law Clinic, successfully representing the Mattaponi Tribe of Virginia in their fight to protect their water rights.

Elena is admitted to the New York State Bar, as well as the United States District Courts for the Southern and Eastern Districts of New York.

Britany A. Kabakov is an Associate Attorney at the Almeida Law Group.

A skilled trial lawyer and litigator, Britany began her career as a litigation associate at Kirkland & Ellis LLP in its Chicago office, where she gained experience as a defense attorney. While at Kirkland, Britany actively participated in two federal bellwether jury trials, contributing to the largest multidistrict litigation in U.S. history.

Britany had the privilege of clerking for Judge Sunil R. Harjani in the U.S. District Court for the Northern District of Illinois and externing for Judge Andrew G. Schopler in the U.S. District Court for the Southern District of California. Through these roles, Britany acquired comprehensive insights into the intricacies of federal litigation, spanning from the filing of a complaint through trial and post-trial motions.

Specializing in consumer class action lawsuits, Britany's practice focuses on privacy and false labeling cases, along with complex commercial disputes. She has represented clients in federal court, multidistrict litigation, and class action lawsuits involving defective products, consumer fraud, toxic tort, environmental cases, information privacy, insurance, and contract disputes.

Committed to public service and advocating for all individuals, Britany has maintained an active pro bono practice focusing on civil rights, supporting civil liberty organizations in research and litigation efforts. During law school, she volunteered at the Legal Aid Society of San Diego's Domestic Violence Clinic, and prior to entering law school, Britany taught middle school social studies in Phoenix, Arizona.

Britany is admitted to the Illinois State Bar, as well as the U.S. District Court for the Northern District of Illinois. She graduated *magna cum laude* from Loyola University Chicago with a Bachelor of Arts in History and Secondary Education. Britany earned her

Juris Doctor from the University of Chicago Law School, where she worked in the Environmental Law Clinic, representing conservation groups in Clean Water Act litigation.

Luke Coughlin is an Associate Attorney at the Almeida Law Group.

Luke is an accomplished litigator. Before joining the Firm, Luke was a litigation associate at Edelman, Combs, Lattuner & Goodwin, LLC, where he worked on a wide range of consumer cases with focus on usury claims. His passion for protecting consumer rights is driven by his interest in using technical investigations to support and advocate for his clients. He is committed to advancing consumer protection through innovative, cross-disciplinary legal strategies.

While attending law school, Luke worked as a claims investigator at Rain Intelligence, combining technical investigation with comprehensive legal analysis across a broad spectrum of case types. His work emphasized a meticulous approach to fact-finding, leveraging technology to investigate illicit collection and use of sensitive personal data and other incursions against consumer rights.

Prior to law school, Luke gained extensive experience in the tech sector, including work at Wayfair, where his focus on technical processes and analysis laid the foundation for his legal career. He brings a unique blend of technical expertise and legal acumen to the Firm.

Luke is admitted to the Illinois State Bar as well as the Federal District Courts of the Northern District of Illinois, Southern District of Illinois, Northern District of Indiana and Southern District of Indiana.

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

B.K., and N.Z., individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

EISENHOWER MEDICAL CENTER,

Defendant.

Case No. 5:23-cv-02092-JGB-DTB

**[PROPOSED] ORDER
AWARDING ATTORNEYS' FEES
AND COSTS AND PLAINTIFFS'
SERVICE AWARDS**

Hon. Jesus G. Bernal

On October 20, 2025, a hearing having been held before this Court on Plaintiffs' Motion for Award of Attorneys' Fees and Costs and Service Awards (the "Fee Motion"), the Court, having considered all papers filed and proceedings conducted herein, having found the Settlement of the Actions to be fair, reasonable and adequate, and otherwise being fully informed on the premises and good cause appearing therefore; and

It appearing that the Class Notice substantially in the form approved by the Court in the Court's June 4, 2025, Order Granting Preliminary Approval of Settlement

(the “Preliminary Approval Order”) was distributed to the Class in accordance with the Notice Plan described in the Settlement Agreement and approved by the Court;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Order incorporates by reference the definitions in the Class Action Settlement Agreement (the “Settlement”), and all capitalized terms used, but not defined herein, shall have the same meanings as set forth in the Settlement.

2. The Court has jurisdiction over the subject matter of the Fee Motion and all matters relating thereto, including Class Representatives, Defendant, and all members of the Settlement Class who have not timely and validly requested exclusion.

3. The Court hereby grants Plaintiffs’ Motion for Award of Attorneys’ Fees and Costs and Service Awards. The requested amount is \$288,750 in fees, plus reimbursement of costs in the amount of \$9,180.63 shall be paid to Class Counsel from the Total Settlement Fund. The Court finds that the amount of fees and costs awarded is fair and reasonable.

4. The Fees and Costs Award shall be paid to Class Counsel within thirty (30) calendar days of entry of the Final Approval Order and subject to the terms, conditions, and obligations of the Settlement Agreement, which terms, conditions, and obligations are incorporated herein.

5. In making this award of fees and costs to Class Counsel, the Court has considered and found that:

(a) the Settlement has created a non-reversionary common fund of \$875,000.00 in cash, from which approved Claims will be paid within thirty (30) calendar days after the Effective Date, and the Class Members who submit, or have submitted, valid Claims will benefit from the Settlement achieved by Class Counsel;

(b) the Settlement also provides substantial and meaningful non-monetary relief to the Settlement Class as follows: Defendant will establish a Web Governance Committee to oversee the use of analytics and advertising technologies on its Website

1 and ensure compliance with Defendant's mission and applicable law. For at least two
2 years following final approval of the Settlement, EMC shall not use the Meta Pixel or
3 Google Analytics source code on its Website unless the Web Governance Committee
4 makes the requisite determination under the applicable law that such use is lawful and
5 provides affirmative disclosure of such use on its webpages;

6 (c) the Notice that was distributed to Settlement Class Members explained that
7 Class Counsel was moving for attorneys' fees and costs and service awards in an
8 amount not to exceed \$313,750;

9 (d) Class Counsel has prosecuted the Actions and achieved the Settlement with
10 skill, perseverance, and diligent advocacy;

11 (e) Class Counsel has expended substantial time, effort, and resources pursuing
12 the Actions on behalf of the Class;

13 (f) Class Counsel pursued the Actions on a contingent basis, having received
14 no compensation during the litigation, and any fee amount has been contingent on the
15 result achieved;

16 (g) the Actions involve complex factual and legal issues and, in the absence of
17 the Settlement, would require further lengthy proceedings where the ultimate
18 resolution of these complex issues would be uncertain;

19 (h) had Class Counsel not achieved the Settlement, there would remain a
20 significant risk that the Class may have recovered less or nothing from Defendant;

21 (i) Class Counsel has devoted over 779.1 hours to litigating the Actions, with
22 a lodestar value of \$623,230.00 to achieve the Settlement;

23 (j) public policy considerations favor the award of reasonable attorneys' fees
24 and expenses in consumer protection class action litigation; and

25 (k) the attorneys' fees and costs awarded are fair and reasonable, and consistent
26 with awards in similar cases within the Ninth Circuit.

1 6. Class Representative B.K. and N.Z. are hereby awarded \$2,500 each as
2 Service Awards in recognition of their substantial assistance in prosecuting the
3 Actions, and as compensation for their expenditure of time, effort, and resources in
4 diligently discharging their duties as Class Representatives.

5
6 **IT IS SO ORDERED.**

7
8 Dated: _____

The Honorable Jesus G. Bernal
United States District Judge