

EXHIBIT B

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Attorneys for Plaintiff
Joan Spencer-Ruper, assignee of Retina Associates
Medical Group, Inc.

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

**JOAN SPENCER-RUPER, assignee
of RETINA ASSOCIATES
MEDICAL GROUP, INC.,
individually and on behalf of all
others similarly situated,**

Plaintiff,

v.

**ALLIANCEMED, LLC d/b/a
ALLIANCEMED and DRAYE
TURNER,**

Defendants.

CASE NO. 8:18-cv-01670-JVS-KES

CLASS ACTION

**DECLARATION OF RONALD J.
EISENBERG IN SUPPORT OF
PLAINTIFF'S MOTIONS FOR
FINAL APPROVAL OF CLASS-
ACTION SETTLEMENT AND FOR
ATTORNEYS' FEES, COSTS, AND
INCENTIVE AWARD**

Judge: James V. Selna

1 I, Ronald J. Eisenberg, pursuant to 28 U.S.C. § 1746, declare under perjury that
2 the following is true and correct:

3 1. My name is Ronald J. Eisenberg.

4 2. I am over twenty-one years of age and am fully competent to make the
5 statements contained in this Declaration.

6 **COUNSEL’S BACKGROUND**

7 3. I am a partner at Schultz & Associates LLP, a law firm in St. Louis
8 County, Missouri, and one of the attorneys for Plaintiff Joan Spencer-Ruper,
9 assignee of Retina Associates Medical Group, Inc. (“Retina” or “Plaintiff”), in this
10 action.

11 4. I graduated from Miami University in 1992 and Saint Louis University
12 School of Law in 1999, where I was Managing Editor of Articles for the Saint Louis-
13 Warsaw Transatlantic Law Journal. I am admitted to United States Court of Appeals
14 for the Eighth Circuit, United States Court of Appeals for the Seventh Circuit, United
15 States Court of Appeals for the Federal Circuit, United States District Court for the
16 Eastern District of Missouri, United States Bankruptcy Court for the Eastern District
17 of Missouri, United States District Court for the Western District of Missouri, United
18 States District Court for the Northern District of Illinois, and the Missouri Bar.

19 5. I was admitted *pro hac vice* in this action.

20 6. I have extensive experience litigating class actions involving the
21 Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”), mortgages,
22 securities, and consumer-protection statutes.

23 7. I have been appointed class counsel in many federal and state courts.
24 *See Retina Associates Medical Group, Inc. v. Keeler Instruments, Inc.*, No. 8:18-cv-
25 01358-CJC-DFM (C.D. Ca. Dec. 13, 2019) (obtaining appointment as class counsel,
26 along with Seth Lehrman, in TCPA junk-fax case involving thousands of faxes);
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28

1 *Ryoo Dental, Inc. d/b/a Ryoo Dental v. OCO Biomedical, Inc.*, No. 8:16-cv-01626-
2 DOC-KES (C.D. Ca. June 4, 2018) (obtaining appointment as class counsel, along
3 with Seth Lehrman, in TCPA junk-fax case involving thousands of faxes); *see also*
4 *Golan v. Veritas Entm't, LLC*, No. 4:14CV00069 ERW, 2017 WL 193560, at *5
5 (E.D. Mo. Jan. 18, 2017) (obtaining appointment as class counsel in contested TCPA
6 robocall case involving 3.3 million illegal calls; noting that "Plaintiffs' counsel are
7 respected attorneys who have handled litigation of this magnitude in the past");
8 *Connector Castings, Inc. v. Arshon Silicon Technologies, Inc.*, No. 4:15-cv-01148-
9 PLC (ECF No. 64) (E.D. Mo. Sept. 21, 2016) (finally approving nationwide TCPA
10 junk-fax settlement involving thousands of faxes); *Suzanne Degnen, D.M.D., P.C.*
11 *v. Zimmer Dental, Inc.*, No. 4:15-cv-01103-RLW (ECF No. 47) (E.D. Mo. Apr. 20,
12 2015) (\$1.6 million nationwide TCPA settlement); *Suzanne Degnen, D.M.D., P.C.*
13 *v. United Bankcard, Inc.*, No. 4:13-cv-00567-CEJ (E.D. Mo. 2013) (settled on class-
14 wide basis; complimented by Court on obtaining settlement of real benefit to class);
15 *BPP v. Brasseler U.S.A. Dental*, No. 1611-CC00730-01 (St. Charles County Cir. Ct.
16 Jan. 11, 2019) (appointed lead counsel in \$4.9 million nationwide TCPA junk-fax
17 settlement); *Performance Chiropractic v. Aspen Medical Prods., Inc.*, 17SL-
18 CC02661 (St. Louis County Cir. Ct. May 14, 2018) (appointed lead counsel in
19 nationwide TCPA settlement where each claiming class member was anticipated to
20 receive benefit worth at least \$600 per fax received); *BPP v. Integrated Media*
21 *Solutions, LLC*, No. 17SL-CC01069-01 (St. Louis County Cir. Ct. May 11, 2018)
22 (appointed lead counsel and obtained final approval in nationwide TCPA settlement
23 involving 25,000 faxes); *Swinter Group, Inc. v. FleetOne, L.L.C.*, No. 1611-
24 CC00730-01 (St. Charles County Cir. Ct. Jan. 19, 2018) (appointed lead counsel in
25 nationwide TCPA settlement with 15,000 class members); *Suzanne Degnen,*
26 *D.M.D., P.C. v. NCMIC Fin. Corp*, No. 14SL-CC03477 (St. Louis County Cir. Ct.

1 Mar. 28, 2016) (nationwide settlement concerning merchant processing
2 overcharges); *Suzanne Degnen, D.M.D., P.C. v. Entrust Cos. LLC*, No. 12SL-
3 CC04715 (St. Louis County Cir. Ct. Dec. 17, 2015).

4 8. I have also defended class actions and successfully prevented class
5 certification. *See Nickell v. Shanahan*, 439 S.W.3d 223 (Mo. banc 2014) (affirming
6 dismissal of shareholder derivative suit); *Hargis v. JLB Corp.*, 357 S.W.3d 574 (Mo.
7 banc 2011) (affirming summary judgment on claim for unauthorized practice of
8 law); *see also Sakalowski v. Metron Servs., Inc.*, No. 4:10CV02052-AGF (E.D. Mo.
9 2011).

10
11 9. Prior to joining Schultz & Associates LLP in 2004, I worked for two
12 years as a federal judicial law clerk for the Honorable David D. Noce, Magistrate
13 Judge, United States District Court, Eastern District of Missouri, and for three years
14 as a Staff Attorney for United States Court of Appeals for the Eighth Circuit.

15 10. Since that time, I have achieved a Martindale-Hubbell® Peer Review
16 Ratings™ of AV® Preeminent™ and a Martindale-Hubbell® Client Review Rating
17 of Preeminent 5.0 out of 5.0. In 2017 and 2019, I received Martindale-Hubbell®'s
18 Platinum Client Champion award, which is granted to less than one percent of
19 attorneys. Additionally, I earned an *Avvo* Rating of 10.0 out of 10.0 and in 2016 and
20 2017 was recognized by *Avvo* as a Top Contributor in Class Actions. In 2018, I
21 obtained a Justia Lawyer Rating of 10.0. I was also entered into The Missouri Bar's
22 2018 Pro Bono Wall of Fame and honored as a 2019 ABA Free Legal Answers Pro
23 Bono Leader.

24
25 11. Litigating TCPA class actions consumes the bulk of my time. Since
26 January 2014, I have litigated more than 120 TCPA class actions in federal and state
27 courts, perhaps more than any other attorney in Missouri during that period. I have
28 also worked on TCPA fax class actions in federal courts in California and Illinois.

12. My TCPA practice also includes administrative filings with the Federal Communications Commission (“FCC”). Out of more than 125 parties who petitioned the FCC for a retroactive waiver of compliance with the opt-out notice requirement for faxes sent to recipients who provided prior express permission, I represented one of only a handful of commenters who were successful in opposing such petitions. *See* FCC Order, CG Docket Nos. 02-278, 05-338, DA 15-1402 (Dec. 9, 2015) <https://ecfsapi.fcc.gov/file/60001353495.pdf> (last visited Sept. 15, 2020) (denying Zimmer Dental, Inc.’s petition for retroactive waiver).

13. Apart from obtaining class certification in class actions, my firm and I have been successful in motions practice and appellate practice in TCPA cases. *See, e.g., Golan v. Veritas Entm’t, LLC*, 788 F.3d 814 (8th Cir. 2015) (obtained reversal of dismissal of TCPA class action seeking \$2 billion to \$6 billion in damages for 3.3 million illegal telephone calls); *Suzanne Degnen, DMD, PC v. Dentis USA Corp.*, No. 4:17-CV-292 (CEJ), 2017 WL 2021085, at *2 (E.D. Mo. May 12, 2017) (granting motion to strike several affirmative defenses); *Suzanne Degnen, D.M.D., P.C. v. Komet USA, LLC*, No. 4:15-cv-01631-JAR, 2016 U.S. Dist. LEXIS 10034 (E.D. Mo. Jan. 28, 2016) (denying defendant’s motion to stay TCPA class action based on cases pending before Supreme Court concerning offers of judgment and Article III standing); *Connector Castings, Inc. v. Joseph T. Ryerson & Son, Inc.*, No. 4:15-CV-851 SNLJ, 2015 WL 6431704, at **2-5 (E.D. Mo. Oct. 21, 2015) (denying defendant’s motion to dismiss and motion to strike class allegations; granting plaintiff’s motion to strike offer of judgment).

CASE HISTORY

14. On September 14, 2018, a few months after having received a June 26, 2018 fax advertising medical billing services, Retina filed a Class Action Junk-Fax Complaint, alleging both non-willful and willful violations of the TCPA based on

1 unsolicited facsimile advertisements. (ECF Nos. 1 & 1-1.) *Retina Associates*
2 *Medical Group, Inc. v. AllianceMed, LLC*, Case No. 8:18-cv-01670-JVS-KES (C.D.
3 Cal.). Retina seeks \$500 per non-willful violation and \$1,500 for each knowing or
4 willful violation, as well as injunctive relief. (ECF No. 1 at 10.) Retina's claim was
5 brought on behalf of a class of individuals who allegedly received from AllianceMed
6 unsolicited facsimile advertisements. (*Id.*) On December 17, 2018, the Parties
7 submitted a joint proposed scheduling plan and elected private mediation. (ECF No.
8 15 at 5.) AllianceMed then answered asserted twenty-four affirmative defenses.
9 (ECF No. 16 at 6-9.) The Parties also made their initial disclosures. They served
10 each other with written discovery requests and, in turn, answered discovery. (ECF
11 No. 37 at 3.) They also supplemented their responses. AllianceMed produced CSV
12 files identifying the recipients of its fax advertisements.
13 (ALLIANCEMED00386.csv to ALLIANCEMED00399.csv.) In June 2019, Retina
14 took five depositions, including a Rule 30(b)(6) deposition. (ECF No. 42-3.)
15 AllianceMed then deposed Retina's corporate representative. (ECF No. 41-3.) On
16 August 2, 2019, Retina moved for class certification. (ECF Nos. 35 and 36.)
17 AllianceMed filed a lengthy opposition. (ECF No. 41.) After Retina replied (ECF
18 No. 42) and the Court conducted oral argument (ECF No. 44), the Court granted
19 Retina's motion for class certification in November 2019 (ECF No. 47).

20
21
22 15. On December 20, 2019, AllianceMed moved for summary judgment
23 or, in the alternative, partial summary judgment. (ECF No. 55.) Retina filed an
24 opposition (ECF No. 56), in conjunction with the Parties' filing a stipulation to
25 amend the class definition to exclude a small number of class members that were
26 allegedly prior clients of AllianceMed, and to dismiss without prejudice claims
27 against an individual defendant (ECF No. 57). After AllianceMed filed a summary
28 judgment reply (ECF No. 59) and the Court conducted oral argument (ECF No. 61),

1 it denied AllianceMed's summary judgment motion while simultaneously amending
2 the class definition on accordance with the Parties' stipulation; therefore, the Class
3 totals 5,394 (ECF No. 62).

4 16. On February 24, 2020, the Parties filed a stipulation for approval of
5 class action notice and proposed using Angeion Group, LLC, to implement the
6 notice plan. (ECF No. 63.) The Parties also filed a joint stipulation to modify pretrial
7 deadlines, including an extension of the settlement discussion deadline. (ECF No.
8 64.) The Court granted both stipulations. (ECF Nos. 65 and 66.) In March, the
9 Parties each filed motions *in limine*. (ECF Nos. 67-72.) Shortly thereafter, the
10 Parties filed another stipulation, this time seeking to modify the pretrial deadlines
11 and trial date (ECF No. 73), and the Court granted the stipulation, setting the case
12 for a jury trial on August 11, 2020 (ECF No. 74).

14 17. In May 2019, the Parties engaged in an all-day mediation session in
15 Philadelphia with the Hon. John Hughes (Ret.) of JAMS, but no settlement was
16 achieved at that mediation. (ECF No. 37 at 3.) On April 21, 2020, the Parties
17 engaged in video-conferenced mediation before Stacie Feldman Hausner, Esq., in
18 Los Angeles, and this time reached a settlement in theory. (ECF Nos. 75-76.) After
19 mediation, the Parties continued discussing the terms and negotiating the precise
20 language of the Settlement Agreement ("Settlement" or "Agreement") that is being
21 submitted for final approval. The Settlement was negotiated at arms-length.

23 18. On June 15, 2020, Retina moved for preliminary approval of the class
24 action settlement and certification of the Settlement Class. (ECF No. 77.) On July
25 16, 2020, the Court granted Retina's motion. (ECF No. 78.)

26 THE SETTLEMENT

27 19. The Settlement is an extremely favorable result, particularly when
28 considered in light of the risks to Retina in continuing the action and in comparison

1 to other TCPA class action settlements, both in California and nationwide.

2 20. There were substantial risks that Retina would not have been able to
3 obtain a meaningful recovery for the class and that even if it were to prevail on the
4 merits of its claim, any judgment inevitably would be subject to appeal.

5 21. AllianceMed's affirmative defenses and motions *in limine* also
6 presented numerous risks to Retina's ability to prevail at trial, defend a judgment on
7 appeal, and collect a judgment.

8 22. Despite these obstacles, Retina obtained a strong settlement that
9 provides a cash payment to each participating class member. After deduction of
10 Angeion's estimated administration fees of \$30,000, Class Counsel's requested fees
11 of \$127,500 and expenses and costs of \$20,399.64, and a requested incentive award
12 of \$5,000, there will be approximately \$242,100.36 available to distribute to the
13 Class and to the *cy pres* recipient. Based on the 90 claims to date, Class Counsel
14 and Angeion estimate that the per-Class Member Settlement Benefit will be \$500,
15 and the remainder will go to the *cy pres* recipient. \$500 is the maximum amount of
16 statutory damages available for one non-knowing or non-willful violation of the
17 TCPA.
18

19 23. Class Counsel did not receive communications from any recipient of
20 the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715 notice sent by Angeion.
21

22 24. Retina and Class Counsel have no conflicts of interest with other Class
23 Members because, for purposes of the Settlement, Retina's claim is typical of those
24 of other Settlement Class Members. In addition, Class Counsel have done work in
25 identifying potential claims in the action and filed suit under the TCPA, which
26 specifically addresses unsolicited faxes.

27 25. Class Counsel are experienced in handling class actions, other complex
28 litigation, and the types of claims asserted in the action and have litigated numerous

1 TCPA fax class actions. Through those cases they have gained knowledge of the
2 applicable law. Class Counsel have committed and will commit resources to
3 representing the Class.

4 26. Retina and Class Counsel have been prosecuting this litigation
5 vigorously on behalf of the Class.

6 27. Retina and Class Members share the common goal of protecting and
7 improving privacy rights throughout the nation, and there is no conflict among the
8

9 28. In sum, the settlement confers a \$500 cash benefit on the Class
10 Members and eliminates the risk of continued litigation under circumstances where
11 a favorable outcome could not be assured.

12 29. Retina and Class Counsel have been prosecuting this litigation
13 vigorously on behalf of the Class.

14 30. Attorney Seth M. Lehrman and I have each contributed substantially to
15 this litigation, divvying up the high volume of work as appropriate, such as the
16 drafting briefs, arguing motions, and taking and defending depositions.

17 31. I have done significant work on this case—342.3 hours--and I am
18 committed to devoting additional time and resources in seeing this case through to
19 conclusion.
20

21 32. I estimate that my time, as of September 18, 2020, can be divided as
22 follows: (a) **case initiation** (review fax, communicate with Retina, investigate
23 underlying facts and any prior relationship with AllianceMed, and evaluate available
24 causes of action, including TCPA and conversion) (1.7 hours); **pre-litigation**
25 **correspondence** (correspond with AllianceMed and others) (2.3 hours);
26 **investigation** (conduct extensive public records searches, including Google,
27 Facebook, and Better Business Bureau, search federal court dockets, query
28 California Secretary of State and Arizona Secretary of State websites and review

1 filings, assess personal jurisdiction, including conducting Internet Archive searches)
2 (4.4 hours); **legal research** (conduct Westlaw public records searches, case law, and
3 statutory research, including as to TCPA, AllianceMed's affirmative defenses,
4 possible motions, and issues for settlement negotiations; conduct other online
5 research) (23.7 hours); **complaint** (draft, edit, and obtain Retina's approval of
6 complaint) (3.9 hours); **contested class certification** (draft and edit motion, three
7 supporting declarations, proposed order, and reply in support) (44.1); **motion for**
8 **summary judgment** (draft and revise response to summary judgment motion and
9 work on exhibits) (35.9 hours); **mediations and settlement, including settlement**
10 **agreement** (prepare Retina for two mediations, communicate with Retina during
11 mediations, participate in two mediations; prepare mediation memorandum; prepare
12 settlement agreement and exhibits, and research and evaluate potential settlement
13 administrators in order to select Settlement Administrator) (29.7 hours); **travel**
14 (round trips to Philadelphia and Los Angeles and in-trip transportation) (25.0 hours);
15 **discovery** (work with Retina to answer AllianceMed's interrogatories and requests
16 for production of documents and to supplement responses, address discovery issues
17 with co-counsel, review and analyze AllianceMed's discovery responses, assess
18 objections) (13.6 hours); **cy pres recipient** (investigate *cy pres* recipients,
19 communicate with Dr. John Michael Quinn of Medical Aid for Children of Latin
20 America (MACLA), and review MACLA's financial documents (1.2 hours);
21 **preliminary approval** (draft preliminary approval motion, long form notice, postcard
22 notice, Declaration of Ronald J. Eisenberg, Declaration of Seth Lehrman, Proposed
23 Preliminary Approval Order, and Proposed Final Approval Order, and communicate
24 with co-counsel) (44.2 hours); **final approval** (draft final approval motion, draft
25 Declaration of Ronald J. Eisenberg, draft Declaration of Seth M. Lehrman, draft
26 Declaration of Joan Spencer-Ruper and draft motion for attorneys' fees, costs, and
27
28

incentive award, and communicate with co-counsel) (46.6 hours); *communications with Settlement Administrator* (review case status reports, review declaration; correspondences with Settlement Administrator and with co-counsel) (5.3 hours); *communications with counsel* (telephone and email communications with Seth Lehrman and Todd Friedman) (30.0 hours); *communications with Retina* (engage in dozens of email exchanges and telephone conferences with Retina in order to keep Retina apprised of the case, to answer questions, and to seek and obtain approval of key filings and discovery responses) (16.1 hours); *communications with AllianceMed's counsel* (engage in dozens of email exchanges and telephone conferences with AllianceMed's counsel) (3.8 hours); and *miscellaneous activities* (activities not fitting into categories above, including work on other documents filed in case) (10.8).

33. My hourly billing rate is \$550 and falls within the scope of reasonable fees for an attorney who has litigated more than 120 TCPA cases and more than 25 other class actions, has been appointed class counsel in TCPA and other class actions, including in this district court, has been practicing law since 1999, and has federal judicial clerkship experience.

34. Out of all TCPA class actions that I have settled on a class-wide basis for less than \$1 million, this case has by far entailed the most time and legal work.

35. As of September 18, 2020, I have devoted at least 342.3¹ hours to this case, which corresponds to a total of \$188,265, based on my hourly rate of \$550.

36. Class Counsel request a total fee of \$127,500 for attorneys' fees, which represents 30 percent of the settlement.

¹ In calculating my hours, I excluded time spent by legal clerks and paralegals at my firm.

1 37. My firm has incurred and is also requesting litigation costs of \$4,901.14
2 in this matter. Attached as **Exhibit A** is spreadsheet with my expenses for this
3 matter. In addition, Class Counsel Seth Lehrman has incurred expenses and costs.

4 38. Retina entered into contingent attorneys' fee agreement, which
5 permitted my firm to apply for an award of attorneys' fees beyond the percentage
6 sought here. Under that agreement, Class Counsel agreed to advance all necessary
7 expenses knowing that Class Counsel would only receive a fee if there were a
8 recovery.
9

10 39. My time alone in this case—and excluding the significant time incurred
11 by my co-counsel, Mr. Lehrman—exceeds the \$127,500 total that we are requesting.

12 40. For its loyalty to the class and for creating a benefit to the class, Retina
13 requests an incentive award of \$5,000.

14 41. Retina probably could have negotiated a settlement on an individual
15 basis in which Retina would have received more than \$5,000; however, Retina chose
16 to settle on a class-wide basis, thereby benefiting the class.

17 42. Retina has done much more than simply approaching Class Counsel
18 after receiving AllianceMed's fax advertisement, Retina has engaged in regular
19 telephone communications with counsel, engaged in regular email communications
20 with counsel, reviewed and approved the complaint, reviewed Retina's initial
21 disclosures, assisted in responding to AllianceMed's interrogatories, assisted in
22 responding to AllianceMed's requests for production of documents, including
23 numerous communications with third parties to obtain documents, made itself
24 available by telephone during the first mediation in Philadelphia, prepared for and
25 attended its own deposition; obtained information to supplement Retina's discovery
26 responses, reviewed and edited the Declaration of Joan-Spencer Ruler in Support of
27 Plaintiff's Motion for Class Certification; reviewed the briefing documents on
28

1 Plaintiff's Motion for Class Certification; reviewed the briefing documents on
2 Defendants' motion for summary judgment; communicated with counsel regarding
3 for scheduling two mediations, deposition, and trial; reviewed documentation from
4 Settlement Administrator; prepared for and participated in Zoom mediation in Los
5 Angeles; reviewed Settlement Agreement; reviewed documents filed in support of
6 motion for preliminary approval of class action settlement; reviewed documents to
7 be filed in support of motions for final approval of class action settlement and for
8 attorneys' fees and incentive award, including the supporting Declaration of Joan-
9 Spencer Ruper.
10

11 43. Assuming the Court grants final approval of the settlement, I will
12 continue devoting time to the case, fielding telephone calls from the class members,
13 communicating with the settlement administrator as necessary, communicating with
14 AllianceMed's counsel, communicating with co-counsel, and keeping Retina
15 apprised of the case until its conclusion.

16 44. Accordingly, and having balanced all of the risks of continuing to
17 engage in protracted and contentious litigation against the benefits available to the
18 Class by settling, I submit that the settlement should be approved as fair, reasonable,
19 and adequate, Retina should be awarded an incentive award of \$5,000, Class
20 Counsel should be awarded attorneys' fees of \$127,500, and my firm's litigation
21 costs of \$4,901.14, along with those of Mr. Lehrman's firm should be added to the
22 award.
23

24 45. Class Counsel did not receive communications from any recipient of
25 the Class Action Fairness Act (CAFA), 28 U.S.C. § 1715 notice sent by the
26 Settlement Administrator.
27
28

1 I declare under penalty of perjury that the foregoing is true and correct.

2 Executed on September 18, 2020

3
4 By: /s/ Ronald J. Eisenberg
Ronald J. Eisenberg

EXHIBIT A

Schultz & Associates LLP expenses

Attorney Ronald J. Eisenberg

Joan Spencer-Ruper, assignee of Retina Associates, Inc. v. Alliancemed, LLC, Case No. 8:18-cv-01670-JVS-KES

Total Expenses \$4,901.14

Date	Description	Rate	Qty	Total
4/18/19	Fee for Certificate for pro hac vice motion	\$5.00	1	\$5.00
4/30/19	Postage	\$0.50	1	\$0.50
4/30/19	Photocopies	\$0.68	1	\$0.68
5/31/19	Photocopies	\$2.89	1	\$2.89
5/31/19	Online Legal Research - discounted and pro-rated	\$183.79	1	\$183.79
6/30/19	Postage	\$6.00	1	\$6.00
6/30/19	Online Legal Research - discounted and pro-rated	\$106.86	1	\$106.86
9/30/19	Photocopies	\$0.17	131	\$22.27
10/21/19	Parking for trip for class certification hearing	\$3.00	1	\$3.00
10/21/19	Gas for trip for class certification hearing	\$32.18	1	\$32.18
10/20/19	Dinner for trip for class certification hearing	\$23.00	1	\$23.00
10/21/19	Lunch for trip for class certification hearing	\$5.34	1	\$5.34
10/21/19	Dinner for trip for class certification hearing	\$22.00	1	\$22.00
10/22/19	Breakfast for trip for class certification hearing	\$9.72	1	\$9.72
10/21/19	Breakfast for trip for class certification hearing	\$11.47	1	\$11.47
10/31/19	Photocopies	\$0.17	62	\$10.54
10/31/19	Online Legal Research	\$555.20	1	\$555.20
10/23/19	Uber for trip for class certification hearing	\$33.79	1	\$33.79

11/30/19	Postage	\$3.20	1	\$3.20
11/30/19	Westlaw online legal research	\$13.70	1	\$13.70
12/31/19	Photocopies	\$0.17	17	\$2.89
2/29/20	Westlaw Online legal research	\$453.53	1	\$453.53
3/31/20	Westlaw Online legal research	\$110.04	1	\$110.04
4/15/20	ADR Services, Inc. inv#20-1930-SFH-01 for 4/21/20 mediation with Stacie Feldman Hausner	\$1,625.00	1	\$1,625.00
5/31/20	Westlaw Online legal research	\$17.54	1	\$17.54
5/31/20	Westlaw Online legal research	\$5.85	1	\$5.85
4/21/19	Southwest Airlines for Hon. John Hughes mediation (\$499.98 with change credit of \$8.02)	\$491.96	1	\$491.96
5/5/19	Uber for Hon. John Hughes mediation	\$11.49	1	\$11.49
5/6/19	Club Quarters Hotel for Hon. John Hughes mediation	\$273.71	1	\$273.71
5/6/19	Dinner for Hon. John Hughes mediation	\$10.80	1	\$10.80
5/5/19	Dinner for Hon. John Hughes mediation	\$11.99	1	\$11.99
5/5/19	Beverage for Hon. John Hughes mediation	\$1.39	1	\$1.39
5/5/19	Lunch for Hon. John Hughes mediation	\$9.56	1	\$9.56
5/6/19	Uber to Airport for Hon. John Hughes mediation	\$15.63	1	\$15.63
5/5/19	Uber to hotel for Hon. John Hughes mediation	\$11.49	1	\$11.49
5/12/19	Law Offices of Todd M. Friedman PC for pro hac vice fee	\$400.00	1	\$400.00
7/31/19	Postage	\$5.44	1	\$5.44
7/31/19	Photocopies	\$0.17	173	\$29.41
8/27/19	Southwest Airlines-Los Angeles, CA	\$362.29	1	\$362.29