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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JOSE MENDEZ, Individually and On Behalf Of All Others Similarly Situated, *Plaintiff*, vs. AVIS BUDGET GROUP, INC. d/b/a BUDGET RENT A CAR SYSTEM, INC. and AVIS RENT A CAR SYSTEM, LLC; and HIGHWAY TOLL ADMINISTRATION, LLC, *Defendants*.	Civil Action No. 11-6537(CCC)(JSA) **NOTICE OF MOTION**

TO: ALL COUNSEL BY ECF

COUNSEL:

PLEASE TAKE NOTICE on February 23, 2022, Plaintiff, by counsel, shall move under Rule 23 of the Federal Rules of Civil Procedure, for entry of the proposed Order that, among other things, will, (1) approve payment of $6,363,000 for Class Counsel's attorneys' fees; (2) approve payment of $387,000 for Class Counsel's litigation costs; and (3) approve payment of a $7,500 Service Award to Jose Mendez, the Class Representative.

PLEASE TAKE FURTHER NOTICE that, in support of the motion, the undersigned intends to rely on the accompanying Memorandum of Law and supporting declarations.

PLEASE TAKE FURTHER NOTICE that a proposed form of Order is attached.

LITE DEPALMA GREENBERG & AFANADOR LLC

Dated: December 1, 2022

/s/ Joseph J. DePalma

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MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION FOR AN AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF COSTS AND AWARD OF CLASS REPRESENTATIVE'S SERVICE PAYMENT

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I. INTRODUCTION

Pursuant to Fed. R. Civ. P. 23(h)(1) and this Court's Preliminary Approval Order granting preliminary approval of the proposed settlement (ECF 392), Plaintiff respectfully seeks an Order approving a payment of fees and costs to be allocated as follows: (i) $6,363,000 for Class Counsel's attorney's fees; (ii) $387,000 for Class Counsel's litigation costs; and (iii) a $7,500 Service Award to Jose Mendez, the Class Representative.

After meeting multiple times over a series of years before the Court and with private mediators, and finally agreeing to the principal terms set forth in the Settlement Agreement, Class Counsel and counsel for Defendants negotiated the amount of Attorneys' Fees and Costs that, subject to Court approval, would be paid as the fee and cost award to Class Counsel. Declaration of Judith L. Spanier in Support of Plaintiff's Motion for an Award of Attorneys' Fees, Reimbursement of Costs and Award of Class Representative's Service Payment (the "Spanier Declaration") ¶ 42. Defendants have agreed not to oppose, undermine, or solicit others to oppose, a fee request that is no greater than $6,750,000, inclusive of costs of $387,000. *See* Agreement 5.3.1 (ECF 391 – 2).

The proposed $6,363,000 attorneys' fee request is reasonable under the percentage of the fund method, the lodestar cross check, and the relevant Third Circuit standards. The fee corresponds to 14% of the $45 million dollar value of the Settlement. The proposed fee also represents a modest, positive multiplier of 1.08 based on Class Counsel's lodestar of incurred through November 23, 2022. *Id.* ¶ 48. The $387,000 litigation cost reimbursement request is reasonable in amount and consistent in type with cost awards commonly approved in the Third Circuit. As further detailed below, these expenses were necessary to the effective prosecution of this matter and achievement of this settlement.

Class Counsel also notes that at a later date they will move for a payment of fees for the Claims Administrator, Angeion Group, LLP ("Angeion"). To date, Angeion has incurred $1,749,955.07 in costs to administer the settlement. *See* Spanier Declaration, Exhibit A, Declaration of Steven Weisbrot, Esq.

Re: Implementation of Notice Plan ("Weisbrot Declaration") ¶ 28. At the outset of the engagement Angeion estimated that its fees will cost between $2.0 million to $3.0 million for Notice and Settlement administration of the action. Angeion currently estimates that it will cost an additional $1,118,106.21 to administer the Settlement through conclusion. *Id.* These fees are reasonable in amount given that this Class consists of over eight million individuals who are receiving direct notice, almost half of whom received direct mailed notice. *Id.* ¶ 11. Moreover, the Settlement Administrator was selected only after a competitive bidding process among five different settlement administrators. Spanier Declaration ¶ 44. Class Counsel selected Angeion, a highly regarded and experienced administrator with the requisite experience to manage a settlement of this size and type. *Id.* ¶ 45.

Finally, the proposed Service Award for Mr. Mendez is reasonable, contemplating the time and effort expended by the Class Representative to pursue this action on behalf of himself and the Class. The requested amount, $7,500, fits within the range of awards commonly approved by the Third Circuit in class actions.

II. BACKGROUND

A. Facts and Procedural History

This Action began on November 7, 2011, when plaintiff Jose Mendez filed the Complaint against Avis Budget Group ("ABG") and Highway Toll Administration LLC ("HTA") (collectively, "Defendants") in the United States District Court for the District of New Jersey, styled as *Jose Mendez v. Avis Budget Group, Inc. d/b/a Budget Rent A Car System, Inc. and Avis Rent A Car System, LLC; and Highway Toll Administration, LLC,* Case No. 2:11-cv-6537, alleging breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment, and violations of the New Jersey Consumer Fraud Act. Plaintiff sought a full refund of the e-Toll Fee and Toll Upcharge amounts, treble damages under the NJCFA, attorneys' fees,

costs, and expenses. *See* ECF 1.

The Complaint alleged, among other things, that Defendants failed to adequately disclose certain fees and toll-related charges associated with the "e-Toll" electronic toll payment system ("e-Toll") available for use by Avis and Budget rental car customers in many locations throughout the United States; breached the ABG rental agreement or the implied covenant of good faith and fair dealing; violated the New Jersey Consumer Fraud Act; and caused unjust enrichment in Defendants' favor. *Id.*

After the initial filing of this action, Defendants first tried to terminate the litigation by mailing Plaintiff two separate checks in the full amount of the e-Toll related fees that he had incurred in his Budget rental. Spanier Declaration ¶ 10. Plaintiff determined not to accept the checks from Defendants and continued to press forward with the litigation. *Id.* In February 2012, Defendants moved to dismiss the case in its entirety (ECF 17). *Id.* ¶ 11. Following full briefing on the motion to dismiss, on April 10, 2012, the Court (Linares, J.) issued an opinion denying the motion to dismiss (ECF 30, 31). *Id.* Defendants unsuccessfully moved for reconsideration which motion was denied on May 31, 2012 (ECF 43, 44). *Id.*

After the Court's Order on the motion to dismiss, the parties were directed to file a joint discovery plan, and the process of negotiating and obtaining discovery took place over the next year. *Id.* ¶¶ 13-14. Due to the continuing nature of the alleged conduct, Plaintiff sought updated productions throughout the course of the litigation. *Id.* ¶ 15. Fact depositions began in earnest during this time period as well. *Id.* ¶¶ 14-15. In mid-2015 upon the conclusion of fact discovery, expert discovery on marketing issues commenced. *Id.* ¶ 17. Class Counsel moved for class certification in December 2016 (ECF 175). *Id.* ¶ 21. Competing motions to strike the parties' marketing expert reports were filed, and the Court administratively terminated Plaintiff's motion

for class certification, pending resolution of the expert motions (ECF 214). *Id.* ¶ 22. The Court ultimately denied the partiers' motions to strike experts and granted Plaintiff leave to renew his motion for class certification (ECF 222, 223). *Id.* ¶ 24. Plaintiff filed his renewed motion for class certification in July 2017 (ECF 225) and the Court granted the motion and certified a nationwide class on Plaintiff's contract claim in November 2017 (ECF 242-245). *Id.* ¶¶ 25-26. Defendants challenged the class certification order and filed a motion with the Third Circuit Court of Appeals in December 2017 – this motion was denied in January 2018 (ECF 249). *Id.* ¶ 26. Defendants subsequently filed a motion to amend their pleadings, which was opposed by Plaintiff. *Id.* ¶¶ 27-30. The denial of Defendants' motion (ECF 269) was appealed and subsequently affirmed by the Court. *Id.* ¶¶ 31-32. Class Counsel moved for approval of a Class Notice of Pendency in December 2018 (ECF 286). Concurrently, Class Counsel pursued discovery of Defendants' databases of rental transactions. *Id.* ¶ 34. Class Counsel then retained a damages expert and exchanged reports with Defendants. *Id.* ¶ 36. The Parties next moved to exclude each other's damages experts (ECF 288), which motions were administratively terminated when the Court directed the Parties to meet and confer regarding the possible resolution of some of the *Daubert* issues (ECF 325). *Id.* ¶¶ 37-38. The action was transferred before this Court in May 2019 (ECF 330), and the Parties, with permission of Magistrate Dickson, renewed their respective *Daubert* motions (ECF 334-346). *Id.* ¶¶ 39-40. The Parties' motions to exclude the damages experts and Defendants' application for leave to file a motion to decertify the class remain pending before the District Court. (ECF 291, 335).

B. Settlement Discussions

The Parties participated in multiple mediation and settlement sessions prior to achieving a successful resolution. In 2016, the parties convened for private mediation before District Court

Judge Cavanagh (ECF 159). *Id.* ¶ 20. Class Counsel prepared a mediation statement and set aside two days for mediation with Judge Cavanagh. *Id.* After the first day of mediation, Defendants informed the mediator that they were not prepared to proceed with the second day, and the parties returned to a litigation posture. *Id.* In October 2018, Chief Judge Linares presided over a settlement conference in this case (ECF 280). *Id.* ¶ 33. A date for continued mediation before Chief Judge Linares was adjourned at Defendants' request (ECF 281-283). *Id.*

The Parties agreed to pursue private mediation in February 2021, and, after negotiations, consented to meet before Hon. Timothy K. Lewis. *Id.* ¶ 42. The Parties prepared mediation statements and engaged in calls with Judge Lewis in preparation for their in-person meeting. *Id.* The Parties met in three private mediation sessions in July, August and November, followed up each time by many calls between the parties and with damages experts. *Id.* Finally, on November 23, 2021, the Parties entered into a non-binding Memorandum of Understanding laying out the principal terms of the Settlement (the "MOU"). *Id.* The parties did not commence negotiation of Class Counsel's fees and expenses [and the Class Representative's Service Award] until after the execution of the MOU. *Id.* On June 29, 2022, the Settlement Agreement was signed. *Id.* ¶ 47.

C. Class Counsel Have Vigorously Prosecuted This Case

Class Counsel have expended significant time and effort over the past 11 years litigating this action. Examples of just some of extensive work undertaken by Class Counsel are described below and in the accompanying Spanier Declaration.

i. Discovery

Since the filing of the Action, Plaintiff and Defendants have investigated, advanced, and defended their respective positions vigorously. At the inception of the action, Class Counsel conducted a thorough examination and investigation of the facts and law relating to the matters set

forth in the Complaint. Spanier Declaration ¶ 9. Class Counsel obtained the production of emails between and among Defendants and/or third parties, contracts between Defendants ABG and HTA for the provision of e-Toll service, customer communications and complaints, and marketing materials and materials used by Defendant ABG at its various rental locations over the course of what ultimately became a class period covering April 1, 2007 until December 31, 2015. *Id.* ¶ 14. Due to the continuing nature of the conduct alleged in the complaint, Class Counsel often sought updates to the document production to ensure that they had a complete record with which to litigate this matter on behalf of the Class. *Id.* ¶ 15. Additionally, due to Defendants refusal to produce portions of their transactional databases, Class Counsel negotiated for updated data throughout the pendency of the litigation. *Id.* Over the course of the litigation, Class Counsel received more than 60 separate document (or data) productions from Defendants and third parties. *Id.*

In April 2012, at the direction of Judge Hammer, the parties filed a joint discovery plan and the parties began the process of pursuing discovery, engaging in repeated meet and confers regarding the scope of discovery over the course of the next year. *Id.* ¶ 13. The parties had repeated discovery disputes throughout the course of the action. Defendants resisted making production of certain electronic documents and data on the grounds of undue burden (ECF 53). *Id.* Issues between the parties concerning the discovery confidentiality order initially entered by the Court in August 2012, ultimately resulted in the entry of a revised order in October 2013 (ECF 50, 70). *Id.* These discovery disputes required several extensions of the fact discovery cutoff date. *Id*.

Class Counsel took and defended numerous depositions of fact witnesses throughout the country, including the depositions of ABG and HTA corporate designees, depositions of other ABG and HTA fact witnesses, the two depositions of Plaintiff and the deposition of his wife. *Id.* ¶ 16. During the deposition of Defendant ABG's Rule 30(b)(6) witness, Class Counsel discovered

that certain hard copy documents consisting of handwritten notes taken by the witness before and during the pendency of the litigation had been destroyed. *Id.* Class Counsel engaged in extensive motion practice to address the spoliation issue. *Id.*

Class Counsel also vigorously opposed Defendants' Post Certification Interrogatories Directed to Absent Class Members (ECF 257, Ex. 1). *Id.* ¶ 29. As a result of the serving of these interrogatories, Class Counsel moved for protective order on behalf of the Class Members, relieving them of the burden of responding. *Id*. The Court subsequently granted that order. *Id.* ¶ 32.

ii. Class Certification and Motions to Strike Marketing Experts

Class Counsel moved for class certification in December 2016. *Id.* ¶ 21. Class Counsel's motion included a full-blown Trial Management Plan designed to demonstrate how Plaintiff expected to prove his claims for nationwide breach of contract and violations of the New Jersey Consumer Fraud Act based upon common issues of fact and law. *Id.* Plaintiff's Trial Management Plan cited extensively to documents and deposition testimony from the discovery record created by Plaintiff. *Id.* Class Counsel included summaries of the different rental documents that Defendants had used during the proposed Class Period to illustrate the commonality of the e-Toll language across various ABG rental contracts. *Id.*

Class Counsel retained Dr. Vicki Morwitz to submit an expert report on marketing issues concerning e-Toll related charges. *Id.* ¶ 17. As part of the Parties' motion practice, in March 2017, they filed motions to strike each other's experts. *Id.* ¶ 22. The Court administratively terminated without prejudice Plaintiff's motion for class certification pending the resolution of the parties' respective motions to strike each other's experts (ECF 214). *Id.* The Court subsequently denied those motions to strike, and Plaintiff was granted leave to renew his motion for class certification (ECF 222, 223). *Id.* ¶

24. Prior to filing, Class Counsel updated the briefing to address the Court's Orders, and once again fully briefed the motion. *Id.* ¶ 25. The Court certified a nationwide class on Plaintiff's contract claim in November 2017 (ECF 242-245). *Id.* ¶ 26.

iii. Damages Expert Reports and *Daubert* Motions

Once the class was certified, and after Defendants finally produced complete transactional databases, Class Counsel retained Dr. James T. McClave as their damages expert. *Id.* ¶ 36. Class Counsel expended much time and energy ensuring, with the assistance of their damages expert, the completeness and sufficiency of the database production to calculate class-wide damages. *Id.* Dr. McClave produced his damage report as well as several amended or supplemental damage reports to address additional productions from Defendants and to refute theories advanced by Defendants' damage expert, Dwight Duncan. *Id.* Following the depositions of the parties' damages experts, the Parties filed their respective *Daubert* motions to exclude each other's experts. *Id.* ¶ 37. Upon reviewing the filings, Magistrate Dickson, concluded that there was potential for narrowing of the issues, and Judge Linares administratively terminated the motions and directed the Parties to meet and confer regarding the possible resolution of issues (ECF 325). *Id.* ¶ 38. At the Court's direction, the Parties met and conferred, until the action was transferred before this Court in May 2019 (ECF 330), and the Parties, with permission of Magistrate Dickson, renewed their respective *Daubert* motions (ECF 334-346). *Id.* ¶¶ 38-40. The Parties' motions to exclude the damages experts remains pending before the District Court.

iv. Motion for Interlocutory Appeal

The parties also engaged in motion practice before the Third Circuit. *Id.* ¶ 26. Defendants sought leave to appeal the class certification decision under Rule 23(f). *Id.* Plaintiff opposed the application, and, on December 12, 2017, the Third Circuit denied the application (ECF 249). *Id.*

v. Notice of Pendency

Class Counsel moved for approval of a Class Notice of Pendency and accompanying Plan of Notice (ECF 286). *Id.* ¶ 34. Class Counsel worked with an administrator to fashion a plan of notice that would effectively reach class members and advise them of the pendency of the action. *Id.* Such a motion was necessary in order to ensure that the disposition of either party's summary judgment motion would be binding on class members. *Id.* Without the dissemination of a notice of pendency, any resolution of such a dispositive motion would only have bound the named plaintiff. *Id.* Briefing on the motion proceeded in accordance with the Court's order on Plaintiff's motion for approval of the form and method of disseminating the Notice of Pendency (ECF 288). *Id.* ¶ 35.

vi. Settlement and Notice

After the parties entered into the MOU in November 2021, and prior to the signing of the Settlement Agreement, the parties engaged in a robust search for a settlement and claims administrator. *Id.* ¶ 43. Class Counsel sought proposals from five different claims administrators. *Id.* ¶ 44. After receiving proposals from four of them, counsel for both Parties conducted interviews with each of the administrators. *Id.* After evaluating the strengths an merits of each, including the plans proposed, and the estimated pricing for services, the Parties selected Angeion. *Id.* ¶ 45.Class Counsel worked with Angeion to prepare notices, both for print and email, and web-based media notice. *Id.* ¶ 46. Additionally, Class Counsel worked for months with counsel for Defendants, as well as Dr. McClave, to evaluate the transactional database, and agree upon the information that was subsequently provided to Angeion and used to send direct notice to class members and to pre-populate class members' damages amounts, which are available with a claim number, on the settlement website. *Id.* ¶ 43; *see also* Weisbrot Declaration ¶ 16.

III. CLASS COUNSEL'S APPLICATION FOR AWARD OF REQUESTED FEES AND REIMBURSEMENT OF COSTS WARRANTS APPROVAL

Class Counsel seek Court approval of an award of $6,363,000 (representing 14% of the common fund), as well as reimbursement of costs of $387,000 in litigation expenses in connection with their work on behalf of Plaintiff and the Class Members in this litigation. Class Counsel have provided Class Members with reasonable notice of their intention to make this request, and Class Members will have an adequate opportunity to object to this Motion after its filing. For the reasons set forth below, this fee request is reasonable and should be granted.

A. The Class Has Received Reasonable Notice of the Requested Fees and Litigation Expenses, and Has Been Given a Reasonable Opportunity to Object

Fed. R. Civ. P. 23(h) provides that "[n]otice of the motion [for an award of attorneys' fees and costs] must be served on all parties and, for motions by class counsel, directed to class members in a reasonable manner." Fed. R. Civ. P. 23(h)(1). Class Counsel has provided reasonable notice of this motion, through both direct notice efforts and a robust media campaign and has afforded Class Members an opportunity to object to such motion.

i. Summary of the Notice

Angeion effectuated a notice program that constitutes the best notice practicable and ensures that Class Members are apprised of their rights. See Weisbrot Declaration ¶ 27. Pursuant to the Court's Preliminary Approval Order, Angeion commenced effectuating the notice and claims process. *Id.* ¶ 3. The Notice Plan provided for individual direct notice to all reasonably identifiable Class Members either through email or postal mail, a robust media campaign consisting of targeted internet notice, social media notice, and a paid search campaign. *Id.* ¶ 6. The Notice Plan further required the creation of a dedicated settlement website and toll-free telephone line where Class Members can learn more about their rights

and options pursuant to the terms of the Settlement. *Id.* In addition, the Notice Plan included a customized claim stimulation package to further disseminate news of the settlement. *Id.*

The Notice expressly notified Class Members that Class Counsel would be seeking Court approval of attorneys' fees inclusive of costs up to $6,750,000, as well as administration fees required to effectuate notice and administer the settlement. Settlement Agreement (ECF 391-2), Exhibit D - "Long Form Notice" ¶ 7. The Notice also explains the process of and set deadlines for, opting out of the settlement as well as objecting to the settlement. Settlement Agreement, (ECF 391-2), Exhibit D – "Long Form Notice" ¶¶ 16-17.

ii. Timing of Motion for Fees and Costs and Opportunity to Object

The schedule approved by the Court requires Class Counsel to file their Motion for an Award of Attorneys' Fees and Reimbursement of Costs on December 1, 2022, in advance of the deadline for asserting objections. ECF 392 at ¶ 20. Objections to the Settlement, including the request for attorneys' fees and costs, are due no later than December 24, 2022. *Id.* ¶ 10. As such, Class Members have three weeks after the filing of this motion to lodge any objections to the requested Fee and Costs Award. Class members will be able to view this motion for fees and costs and supporting papers[1] on the Settlement website.

Other courts have held that periods of less than three weeks constitute a reasonable time frame, thus this schedule provides the Class with a reasonable amount of time to object to this motion. *See, e.g., In re Imprelis Herbicide Marketing, Sales Practices and Prods. Liability Litig.*, 296 F.R.D. 351 (E.D. Pa. 2013) (granting fee award where class members had two weeks to review motion); *Batmanghelich v. Sirius XMRadio, Inc.*, No. CV 09-9190, 2011 U.S. Dist. LEXIS 155710, at *5 (C D. Cal. Sept. 13, 2011)

[1] Each firm's declaration including its summary of time and expenses will be available on the settlement website as attachments to the Spanier and DePalma Declarations.

("Plaintiff's application for attorneys' fees and costs and a Class Representative service payment was filed with the Court and made available for Class Members to review on the settlement website two weeks prior to the deadline for Class Members to file objections to the Settlement, giving Class Members adequate time to review the application and object to the attorneys' fees, costs and/or service payment.").

B. The Fees Requested by Class Counsel are Fair and Reasonable

"In a certified class action, the court may award reasonable attorney's fees and . . . costs that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). Here, the Parties to the Settlement have agreed that Class Counsel may seek, and Defendants will not oppose, undermine, or solicit others to do so, a request for an award of fees in an amount no greater than $6,750,000, inclusive of costs of $387,000. SA ¶ 5.3.1. Courts often prefer that litigants agree to a fee award. *See Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983) ("Ideally, of course, litigants will settle the amount of the fee."); *In re Ford Motor Co. Spark Plug & Three Valve Engine Prods. Liab. Litig.,* No. 1:12-MD-2316, 2016 U.S. Dist. LEXIS 188074, at *28 (N.D. Ohio Jan. 26, 2016) (*citing Bailey v. AK Steel Corp.,* No. 1:06-cv-468, 2008 U.S. Dist. LEXIS 18838, at *3 (S.D. Ohio, February 28, 2008)). ("Negotiated and agreed-upon attorneys' fees as part of a class action settlement are encouraged as an 'ideal' toward which the parties should strive.").

Courts in the Third Circuit have followed the Supreme Court's decision in *Boeing Co. v. Van Gemert*, which held that where a settlement involves a claims-made structure, the settlement benefits made available to the Class (versus those claimed during the notice process) may be used for purposes of the total common fund when analyzing the percentage of the benefit calculation. There, the Supreme Court held that where plaintiffs obtain a claims-made settlement, they "have recovered a determinate fund for the benefit of every member of the class whom they represent*." Boeing Co. v. Van Gemert*, 444 U.S. 472, 479 (1980). Class members' "right to share the harvest of the lawsuit upon proof of their

identity, whether or not they exercise it, is a benefit in the fund created by the efforts of the class representatives and their counsel." *Id.* at 480 (emphasis added). This is true even where a defendant has the right "to the return of money eventually unclaimed[,] contingent on the failure of absentee class members to exercise their present rights" to the money. *Id.* at 482.

The Third Circuit, citing *Boeing*, held that a district court "properly relied on the entire fund as the appropriate benchmark for assessing the size of the fund" for purposes of calculating a fee award, as opposed to calculating fees based only on the amount claimed by class members. *See Landsman & Funk, P.C. v. SkinderStrauss Associates*, 639 Fed. Appx. 880, 884 (3d Cir. 2016). In *Landsman,* the Court held that "the reverter element of this settlement was fair and reasonable because there were 'no indicia of self-dealing by counsel' and 'counsel has met its responsibility to seek an award that adequately prioritizes direct benefit to the class.'" *Id.* (citing *Landsman & Funk, P.C., v. SkinderStrauss Associates*, 2015 U.S. Dist. LEXIS 64987, 2015 WL 2383358, at *8 (D.N.J. May 18, 2015) (citing *In re Baby Products Antitrust Litigation*, 708 F.3d 163, 178 (3d Cir. 2013)).

Class Counsel, in their simultaneously filed Brief in Support of Plaintiff's Motion for Final Approval of Settlement and Final Certification of the Settlement Class ("Final Approval Brief") have laid out the steps that they took to always keep the interests of the class paramount to their own. The Agreement with Defendants is the result of hard-fought, arm's-length negotiations between Class Counsel and Defendants' counsel, all experienced and capable lawyers in complex class actions. Class Counsel and Defendants' counsel vigorously advocated their respective clients' positions in the settlement negotiations and were prepared to proceed to trial if no settlement was reached. Spanier Declaration ¶¶ 20, 33, 42. The Parties twice engaged the services of experienced, neutral mediators, and met once with the Judge presiding over the litigation, to facilitate the settlement negotiations over the course of this litigation. *Id.* As part of those negotiations, the Parties provided to the mediators

comprehensive confidential mediation briefs and other materials laying out the strengths and weaknesses of the claims and defenses. *Id.* Additionally, it was only after all the details of the Settlement Agreement were fully negotiated that Class Counsel and counsel for Defendants negotiated the amount of Attorneys' Fees and Expenses that would be paid as the fee award and costs award to Class Counsel. *Id.* ¶ 42.

i. Percentage of Recovery Method

In determining what constitutes a reasonable award under the percentage-of-recovery approach, the Third Circuit has deemed the ten factors identified in *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190 (3d Cir. 2000) and *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283 (3d Cir. 1998) (the "*Gunter/Prudential factors*") to be instructive. They are:

> (1) the size of the fund created and the number of persons benefitted; (2) the presence or absence of substantial objections by members of the class to the settlement terms and/or fees requested by counsel; (3) the skill and efficiency of the attorneys involved; (4) the complexity and duration of the litigation; (5) the risk of nonpayment; (6) the amount of time devoted to the case by plaintiff's counsel; (7) the awards in similar cases; (8) the value of benefits attributable to the efforts of class counsel relative to the efforts of other groups, such as government agencies conducting investigations; (9) the percentage fee that would have been negotiated had the case been subject to a private contingent fee arrangement at the time counsel was retained; and (10) any innovative terms of settlement.

Gunter, 223 F.3d at 195 n.1; *see also Prudential*, 148 F.3d at 336-40; *In re Diet Drugs (Phenterine/ Fenfluramie/ Dexfenfluramine) Prod. Liab. Litig.*, 582 F.3d 524, 541 (3d Cir. 2009).

Although district courts should "engage in robust assessments of the [*Gunter/Prudential* factors] when evaluating a fee request," these factors are not exhaustive and should not be applied in a formulaic

way. *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 301-02 (3d Cir. 2005). Reviewing these factors, the Court should approve Class Counsel's request.

(1) the size of the fund created and the number of persons benefitted;

The size of the fund available for distribution is $45 million. Based on records received from Defendants, Angeion distributed over eight million Notices directly by email and postal mail. Weisbrot Declaration ¶ 8. Each person who files a valid claim will receive a monetary payment, in many instances, their recoveries will constitute a substantial portion (as much as 80%) of their damages. This represents an outstanding recovery for millions of customers, particularly in light of the complexity, duration, and expense of continued litigation and the risk of establishing liability and damages at trial. This first factor therefore strongly supports Class Counsel's fee request.

(2) the presence or absence of substantial objections by members of the class to the settlement terms and/or fees requested by counsel;

As of November 29, 2022, no Class Members submitted objections to the Settlement or proposed fee award. Weisbrot Declaration ¶ 26. The deadline for submitting objections is December 24, 2022. *See* ECF 392, Preliminary Approval Order ¶ 10. A lack of any objections weighs in favor of Class Counsel's request. *See In re Diet Drugs*, 582 F.3d at 541-42 (affirming district court's conclusion that "few objections to the settlement terms and to the fees requested by counsel" counseled in favor of approval of fees sought by plaintiffs' counsel); *In re AT&T Corp. Sec. Litig.*, 455 F.3d 160,170 (3d Cir. 2006) (affirming district court's conclusion that "the absence of substantial objections by class members to the fees requested by counsel strongly supports approval," where eight potential class members objected); *In re Rite Aid*, 396 F.3d at 305 (holding that "[t]he class's reaction to the fee request supports approval of the requested fees," where two class members objected)

(3) the skill and efficiency of the attorneys involved;

Class Counsel from the firms of Abbey Spanier, LLP, and Lite DePalma Greenberg & Afanador,

LLC, are highly skilled class action litigators with decades of experience. Spanier Declaration ¶ 48*; see also,* Exhibit C to the Spanier Declaration and Exhibit B, DePalma Declaration, Exhibit 1 (Firm Resumes). The bulk of the work over the course of eleven years of litigation was done by three lawyers who were involved in this case from beginning to end. This continuity of counsel eliminated any need to reinvent the wheel or to duplicate work performed by other lawyers. *Id.* The substantial recovery obtained after more than eleven years of litigation demonstrates that Class Counsel zealously pursued the interests of Plaintiff and the Class. *See*, *e.g.*, *Oliver v. BMW of N. Am., LLC*, Civil Action No. 17-12979 (CCC), 2021 U.S. Dist. LEXIS 43290, at *28 (D.N.J. Mar. 8, 2021) (citing *In re AremisSoft Corp. Sec. Litig.*, 210 F.R.D. 109, 132 (D.N.J. 2002) ("the single clearest factor reflecting the quality of the class counsels' services to the class are the results obtained")). Counsel has efficiently litigated this case for eleven years, while avoiding duplication of effort and excessive time and cost expenditures. Spanier Declaration ¶ 48. Class Counsel dedicated a significant amount of time to discovery, both fact and expert, including the taking of depositions nationwide, and filing multiple expert reports and supplements, as well as briefing on class certifications motions, *Daubert* motions, and notice motions. *See* Section C, *supra.* In each circumstance, Class Counsel would coordinate with each other to avoid duplication of effort. Spanier Declaration ¶ 48. Class Counsel have thus acted both skillfully and efficiently. Accordingly, this factor supports the proposed fee award.

(4) the complexity and duration of the litigation;

"Plaintiffs' claims faced legal hurdles and years of uncertainty; instead, Class Counsel brought in a settlement that provides tangible benefits to the Class now." *See Oliver*, 2021 U.S. Dist. LEXIS 43290, at *28). Settlements are favored where "continuing litigation through trial would have required additional discovery, extensive pretrial motions addressing complex factual and legal questions, and ultimately a complicated, lengthy trial." *Talone v. Am. Osteopathic Ass'n,* No. 1:16-cv-04644-NLH-JS,

2018 U.S. Dist. LEXIS 203983, at *35-37 (D.N.J. Dec. 3, 2018) (quoting *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 536 (3d Cir. 2004) (internal quotations omitted)); *Castro v. Sanofi Pasteur Inc.,* No. 11-7178 (JMV)(MAH), 2017 U.S. Dist. LEXIS 174708, at *9 (D.N.J. Oct. 20, 2017) (internal quotations omitted) ("[s]ettlement is favored under this factor if litigation is expected to be complex, expensive and time consuming.")).

Litigating the case to conclusion would have taken years of time and expenses pushing the length of this case well beyond the eleven years that have already passed. Class Counsel have expended thousands of hours litigating this case through discovery and motion practice and have brought this action to the point where a trial was in reach - but still there were many motions to go. The Parties' motions to exclude the damages experts and Defendants' application for leave to file a motion to decertify the class remain pending before the District Court. (ECF 291, 335). Additionally, the parties still faced dispositive motions and other pretrial motion practice. Assuming decisions favorable to Plaintiff, the subsequent trial would be complex and expensive, requiring significant factual and expert testimony to prove the elements of Plaintiff's claims. Defendants would likely appeal any verdict favorable to Plaintiff and the appellate process could last several years, with no assurance of a favorable outcome for the Settlement Class. Ultimately, additional litigation efforts could still result in a recovery less than that achieved by the Settlement, or even nothing at all.

(5) the risk of nonpayment;

Class Counsel, who have litigated this case completely on contingency, have invested many years of attorney time while facing a risk of receiving nothing in compensation for their efforts. *See Kanefsky v. Honeywell Int'l Inc.*, No. 18-cv-15536 (WJM), 2022 U.S. Dist. LEXIS 80328, at *29-30 (D.N.J. May 3, 2022) (citing *In re Merck & Co. Vytorin ERISA Litig.,* Civil Action No. 08-CV-285 (DMC), 2010 U.S. Dist. LEXIS 12344, at *47 (D.N.J. Feb. 9, 2010) (D.N.J, Feb. 9, 2010)) ("[T]he

Court has already analyzed the risk of nonpayment (factor 5) by noting the various risks, including the risk of an unsuccessful trial or appeal, that would render Plaintiffs, and their contingency-fee based counsel unable to recover anything at all"); *see also, Fulton-Green v. Accolade, Inc.,* Civ. No. 18-274, 2019 U.S. Dist. LEXIS 164375, at *35 (E.D. Pa. Sep. 23, 2019) ("Class Counsel invested considerable resources into this case with no guarantee that they would recover those costs given that they were retained on a contingency fee basis. This factor again weighs in favor of determining that the fee is reasonable."); *Tavares v. S-L Distribution Co.,* No. 1:13-cv-1313, 2016 U.S. Dist. LEXIS 57689, at *45 (M.D. Pa. May 2, 2016) (citing *Gunter*, 327 F. Supp. 2d at 438) ("[C]ourts have noted that where plaintiffs' counsel faces a risk of nonpayment . . . that risk should be considered when assessing attorneys' fee awards."). These risks include that the motion to exclude Plaintiff's damages expert remains unresolved, and Defendants' oft repeated intent to decertify the Class. (ECF 291, 335).

In addition, Class Counsel have advanced costs of the litigation for more than eleven years, which would not be reimbursed absent a successful result. *See In re Rent-Way Sec. Litig.*, 305 F. Supp. 2d 491, 516 (W.D. Pa. 2003) ("Aside from investing their time, counsel had to front copious sums of money . . . Thus, the risks that counsel incurred in prosecuting this case were substantial and further support the requested fee award.").

(6) the amount of time devoted to the case by plaintiff's counsel;

Class Counsel devoted 8,394.05 hours, through November 23, 2022, to this litigation.[2] Spanier Declaration ¶ 48. This represents a significant commitment of resources to this litigation, and strongly supports the requested fee award. The time expended by Class Counsel has been necessary to obtain this

[2] Class Counsel anticipate that they will still expend many more hours to complete this action, including hours filing a reply brief, attending the final approval hearing, and communicating with Angeion and Class Members through the completion of the Claims process.

recovery, and to effectively prosecute this action to a point where Defendants were willing to entertain a settlement.

Class Counsel spent time on the case necessary to the overall litigation and settlement of the case including, among other things:

- Investigating the facts and allegations in the Complaint;
- Drafting and filing of the Complaint;
- Extensive fact discovery including reviewing tens of thousands of documents and rental transaction databases;
- The taking and defending of numerous depositions of fact witnesses at locations throughout the country;
- Working with marketing and damages experts to produce reports and supplements to those reports;
- Taking and defending expert depositions;
- Extensive motion practice including motions to dismiss, motion and renewed motions for class certification, motion for class notice and plan of notice, among others;
- Limited motion practice before the Third Circuit; and,
- Multiple rounds of mediations with three different mediators to achieve the settlement, and all the briefing and work to effectuate it.

(7) the awards in similar cases;

The Third Circuit has held in common fund cases, in which the percentage-of-recovery methodology is used, that fees between 19% and 45% of the settlement fund are reasonable. *General Motors*, 55 F.3d at 822. Here, the total requested award of Attorneys' Fees and Costs of $6,750,000 equals 14% of the Common Fund. Thus, the requested award is well below the reasonable range of awards approved by the Third Circuit and is consistent with similar class action settlements. *Compare Kanefsky*, 2022 U.S. Dist. LEXIS 80328 at *31-32 (approving fee award equal to 29.2% of the $10 million settlement fund) (citing *In re Ins. Brokerage Antitrust Litig.*, 297 F.R.D. 136, 155 (D.N.J. 2013)

(approving fee award equal to 33 1/3% of $10.5 million settlement); *In re Merck*, 2010 U.S. Dist. LEXIS 12344 at *47 (approving fees equal to 33.33% of $41.5 million settlement fund); *Milliron v. T-Mobile USA, Inc.,* Civil Action No. 08-4149 (JLL), 2009 U.S. Dist. LEXIS 101201, at *41 (D.N.J. Sep. 10, 2009) (approving fees equal to 33 1/3 % of $13.5 million settlement fund)); *see also In re AremisSoft,* 210 F.R.D. at 133-34 (awarding 33⅓% of initial recovery*); In re Remeron Direct Purchaser Antitrust Litig.*, No. Civ. 03-0085 (FSH), 2005 U.S. Dist. LEXIS 27013, at *1, *12-17 (D.N.J. Nov. 9, 2005) (awarding 33 1/3%); *In re Rite Aid Corp. Sec. Litig.*, 146 F.Supp.2d 706, 735 (E.D. Pa. 2001) ("stating that a review of 289 settlements demonstrates "average attorney's fees percentage [of] 31.71%" with a median value of one-third").

(8) the value of benefits attributable to the efforts of class counsel relative to the efforts of other groups, such as government agencies conducting investigations;

No governmental agencies initiated formal investigations or litigation against Defendants related to this matter. The benefits to Class Members were achieved solely from the efforts of Class Counsel, which militates in favor of the fee award.

(9) the percentage fee that would have been negotiated had the case been subject to a private contingent fee arrangement at the time counsel was retained; and

As noted above the fee and costs requested equal 14% of the common fund. Courts in the Third Circuit have found private contingency requests significantly higher, even double that amount, to be reasonable. See *Kanefsky* 2022 U.S. Dist. LEXIS 80328 at *32 ("The requested award of fees and expenses relative to the size of the recovery and constructive common fund is also in line with contingent fees that are routinely negotiated in the private marketplace.") (citing *In re Merck* 2010 U.S. Dist. LEXIS 12344 at *41-42 ("Ninth, the 33 1/3 % fee award requested reflects commonly negotiated fees in the private marketplace." *Remeron*, 2005 U.S. Dist. LEXIS 27013, at *46 ("Attorneys regularly contract for contingent fees between 30% and 40% with their clients in non-class, commercial litigation."); *Karcich*

v. Stuart (In re Ikon Office Sols., Inc., Sec. Litig.), 194 F.R.D. 166, 194 (E.D. Pa. 2000) ("[I]n private contingency fee cases . . . plaintiffs' counsel routinely negotiate agreements providing for between thirty and forty percent of any recovery")).

(10) any innovative terms of settlement.

While the Settlement does not *per se* include any particularly innovative terms, the Notice plan and Claims process provides enhanced benefits for the Class. Damages estimates were provided to Angeion prior to dissemination of the Notice, enabling them to include those figures for Class Members who received direct notice. *See* Weisbrot Declaration ¶ 16. Class Members can utilize their Notice ID to view their estimated damages on the Settlement Website while filing their Claim. *Id.* Additionally, the Notice program included an enhanced Claims Stimulation program, including "sponsored listings, direct social media notice, and active listening on Facebook, Instagram, and Twitter" to encourage Class Members to submit claims. *Id.* ¶¶ 20-23. *See, e.g., In re Processed Egg Prods. Antitrust Litig.,* No. 2002, 2012 U.S. Dist. LEXIS 160764, at *15 (E.D. Pa. Nov. 9, 2012) (citing *In re Merck*, 2010 U.S. Dist. LEXIS 12344 at *42) ("Plaintiffs' counsel admit that the . . . Settlement does not contain any particularly 'innovative' terms. Therefore, 'this factor neither weighs in favor nor detracts from a decision to award attorneys' fees.'")

ii. Lodestar Cross Check

The Third Circuit has suggested that courts "cross-check" the percentage of recovery award against the "lodestar" that contributed to that recovery. *See Gunter*, 223 F.3d at 195 n.1. Pursuant to this method, the Court initially evaluates (1) the reasonableness of the hourly rate and (2) whether the hours were reasonably expended. *See, e.g., Public Interest Research Group of N.J., Inc. v. Windall*, 51 F.3d 1179, 1185, 1188 (3d Cir. 1985). The Court then multiplies the hours worked by the applicable hourly rates in order to calculate the lodestar.

1. Class Counsel's Hourly Rates are Reasonable

In setting the lodestar crosscheck amount, the court multiplies the number of hours worked on a client's case by a reasonable billing rate for such services in the given geographical area provided by a lawyer of comparable experience. *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 280 (3d Cir. 2009). "When performing this analysis, the Court 'should apply blended billing rates that approximate the fee structure of all the attorneys who worked on the matter.'" *In re Philips/Magnavox TV Litig.*, Civ. No. 09-3072 (CCC), 2012 U.S. Dist. LEXIS 67287, at *45 (D.N.J. May 14, 2012) (citing *In re Rite Aid*, 396 F.3d at 306). "The lodestar cross-check entails 'neither mathematical precision nor bean-counting,' and the court 'need not review actual billing records,' but rather may rely on summaries submitted by attorneys." *George v. Staples Inc. (In re Staples Inc.)*, No. 08-5746 (KSH), 2011 U.S. Dist. LEXIS 128601, at *19 (D.N.J. Nov. 4, 2011) (quoting *In re Rite Aid*, 396 F.3d at 306-07 (citing *In re Prudential*, 148 F.3d at 342)). "Reasonable rates are determined by "assessing the experience and skill of the prevailing party's attorneys and compare their rates to the rates prevailing in the community for similar services by lawyers of reasonably comparable skill, experience, and reputation." *Khanna v. Sokoloff*, Civil Action No. 15-6814 (JAD), 2017 U.S. Dist. LEXIS 29823, at *7-8 (D.N.J. Mar. 2, 2017) (citing *Maldonado v. Houstoun*, 256 F.3d 181, 184 (3d Cir. 2001).

Class Counsel's rates are their customary and standard billing rates. Spanier Declaration ¶ 48. The hourly rates range from $350 to $919 for attorneys, and $125 to $430 for paralegals and support staff. *See* Spanier Declaration, Exhibit D & Exhibit B, DePalma Declaration, Exhibit 2. "The court has broad discretion in determining an appropriate hourly rate." *Khanna*, 2017 U.S. Dist. LEXIS 29823 at *8 (citing *Cassagne v. Law Offices of Weltman, Weinberg & Reis Co., LPA,* Civ. Act. No. 11-2791 (FLW), 2011 U.S. Dist. LEXIS 135207, at *5 (D.N.J. Nov. 23, 2011)).

Class Counsel's hourly rates are consistent with the rates Courts have found reasonable in other Class Actions, and have been approved by other courts. *See*, *e.g.,* Spanier Declaration ¶ 52; Spanier Declaration, Exhibit B, DePalma Declaration ¶ 6; *see also, In re Philips/Magnavox Television Litig.*, 2012 U.S. Dist. LEXIS 67287 at *47 (approving partner hourly rates of $520, $530, $690, $700, $710, and $815, respectively); *U.S., ex rel Fox Rx, Inc. v. Omnicare, Inc.,* No. 12cv275 (DLC), 2015 WL 1726474 (S.D.N.Y. April 15, 2015) (partner rate $836 per hour); *Dorchester Fin. Holdings Corp. v. Banco BRJ, S.A.,* No. 11-CV-1529 (KMW) (KNF), 2015 WL 1062327 (S.D.N.Y. Mar. 3, 2015) (partner rates $800 and $855 per hour, associate rates $550 and $600 per hour).

The hourly rates of each attorney and paralegal are appropriately tailored to the individual's level of seniority and experience. The highest hourly rates are limited to only those attorneys with the greatest expertise. *See* Spanier Declaration, Exhibit C; Exhibit B, DePalma Declaration, Exhibit 2. *See Moore v. GMAC Mortg*., No. 07-cv-04296, 2014 WL 12538188, at *2 (E.D. Pa. Sept. 19, 2014) ("A reasonable hourly rate reflects an attorney's experience and expertise, [thus] the rates for individual attorneys vary.").

The combined lodestar of Class Counsel through November 23, 2022, is $5,882,459.75 Spanier Declaration ¶ 48.

2. The Number of Hours Class Counsel Worked is Reasonable

The number of hours incurred by Class Counsel was reasonable for a case of this type and size that was litigated for more than eleven years. Class Counsel expended 8,394.05 hours on this case through November 23, 2022. *Id.*

As discussed in depth in Section C above, Counsel vigorously litigated this case, and these hours were necessary to the overall litigation and settlement of this case.

3. Class Counsel's Negotiated Fee Results in a Positive Multiplier of 1.08

After a lodestar is determined, the court "may increase or decrease that amount by applying a lodestar multiplier," which "attempts to account for the contingent nature or risk involved in a particular case and the quality of the attorneys' work." *In re Diet Drugs*, 582 F.3d at 540 n.33. (citations omitted). The Third Circuit has utilized positive multipliers to make up for the inherent risks associated with contingency litigation such as the possibility of no recovery and to encourage private attorney general litigation, as well an award for a blockbuster outcome. "By nature they are discretionary and not susceptible to objective calculation." *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 340 (3d Cir. 1998) (finding that "[m]ultiples ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied"); *In re Remeron End-Payor Antitrust Litig*., Nos. Civ. 02-2007 FSH, 04-5126 FSH, 2005 U.S. Dist. LEXIS 27011, at *1, *91 (D.N.J. Sept. 13, 2005) (multiplier of 1.73 was "on the low end of the spectrum"); *In re Cendant Corp.*, 232 F. Supp. 2d 327, 341-42 (D.N.J. 2002) (approving a multiplier of 2.99); *see also Milliron v. TMobile USA, Inc.*, 423 F. App'x. 131, 135 (3d Cir. 2011) (2.21 multiplier); *In re Merck & Co.*, 2010 U.S. Dist. LEXIS 12344 at *47 (2.786 multiplier); *McCoy v. Health Net, Inc*., 569 F. Supp. 2d 448, 479 (D.N.J. 2008) (2.3 multiplier); *Varacallo*, 226 F.R.D. at 256 (2.83 multiplier).

Here, Class Counsel have requested a modest multiplier of 1.08, which has also been found to weigh in favor of the reasonableness of the requested fee. *See In re Royal Dutch/Shell Transp. Sec. Litig.,* No. 04-cv-00374, 2008 U.S. Dist. LEXIS 124269, at *79 (D.N.J. Dec. 8, 2008) ("Thus, the requested fee, together with the $27 million already awarded, represents a multiplier of only 1.002. This is an outstanding result that fully supports the fee request.").

IV. THE REQUEST FOR REIMBURSEMENT OF COSTS INCURRED IS REASONABLE

Class Counsel request reimbursement of $387,000 in out-of-pocket litigation costs. This request is less than the actual costs incurred by Class Counsel over the course of eleven years of litigation due to it only reflecting known costs through the signing of the Agreement. Spanier Declaration ¶ 54. Since June 2022, Class Counsel learned of additional costs, including for work performed by an administrator in preparation for the Notice of Pendency, which increased costs to $409,440.68.[3] *Id.* ¶¶ 53-54. Defendants do not object to the motion.

A chart summarizing the categories of costs incurred by each firm is set forth in attachments to the Spanier Declaration. *See* Spanier Declaration, Exhibit E & Exhibit B, DePalma Declaration, Exhibit 3. Class Counsel is "entitled to reimbursement of expenses that were adequately documented and reasonably and appropriately incurred in the prosecution of the class action." *Kanefsky*, 2022 U.S. Dist. LEXIS 80328 at *33-34 (D.N.J. May 3, 2022) (citing *In re Safety Components, Inc. Sec. Litig.*, 166 F. Supp. 2d 72, 108 (D.N.J. 2001). The expense categories are consistent with the types of expenses commonly approved by courts in the Third Circuit. *See id.* at 34; *see also*, *In re Ocean Power Techs., Inc.,* Civil Action No. 3:14-CV-3799, 2016 U.S. Dist. LEXIS 158222, at *93 (D.N.J. Nov. 15, 2016)); *Acevedo v. BrightView Landscapes, LLC,* No. 3:13-2529, 2017 U.S. Dist. LEXIS 163870, at *62 (M.D. Pa. Oct. 2, 2017) (approving class counsel's request for reimbursement of, e.g., filing fees, mediation fees, and legal research costs); *Glaberson v. Comcast Corp.,* No. 03-6604, 2015 U.S. Dist. LEXIS 127370, at *54 (E.D. Pa. Sep. 22, 2015) (approving class counsel's request for reimbursement of, e.g., expert witness fees and legal research costs); *In re Am. Investors Life Ins. Co. Annuity Mktg. & Sales Pracs. Litig.*, 263

[3] Consequently, these Costs will now be apportioned by Class Counsel from any awarded fees, which, further reduces that award.

F.R.D. 226, 245 (E.D. Pa. 2009) (approving class counsel's request for reimbursement of, e.g., "expert witness fees; mediation fees; . . . legal research; . . . and service of process").

V. ADMINISTRATIVE EXPENSES TO DATE

Prior to the administrative conclusion of this Settlement, Class Counsel will apply a distribution to be made to Angeion for Notice and Administration services. To date, Angeion has incurred $1,749,95.07 in costs in connection with its work to administer the Settlement. Weisbrot Declaration ¶ 28. Angeion anticipates that it will incur an additional $1,118,106.21 in costs through the conclusion of the engagement, subject to the number of claims made in the Settlement. *Id.*

VI. SERVICE AWARD FOR CLASS REPRESENTATIVE

Class Counsel request the approval of a $7,500 Service Award for Class Representative Jose Mendez for his time and effort pursuing the litigation on behalf of the Class. Defendants do not object to this award. "Unlike the attorneys' fee analysis, a district court need not employ factors to determine the amount of class representative awards." *In re Innocoll Holdings Pub. Ltd. Co. Sec. Litig.*, No. 17-341, 2022 U.S. Dist. LEXIS 196845, at *37 (E.D. Pa. Oct. 28, 2022) (citing *Brady v. Air Line Pilots Ass 'n*, 627 F. App'x 142, 146 (3d Cir. 2015)).

The Class Representative's efforts included, among other things, undergoing extensive initial and follow-up interviews by Class Counsel to gather the facts, searching for, culling and producing documents regarding his rental agreement with Defendants; sitting for two depositions (as well as having his wife sit for her own deposition); reviewing major case filings, monitoring the progress of the litigation; engaging in frequent communications with Class Counsel; and ultimately approving the Settlement Agreement. *See* Spanier Declaration ¶¶ 9, 16, 20.

The service award requested, given the extensive amount of time devoted by Mr. Mendez to the litigation, fits within awards approved by the Third Circuit. *See, e.g., Kanefsky* , 2022 U.S. Dist. LEXIS 80328 at *34 (finding the requested case contribution awards of $10,000 to each class representative to be fair and reasonable); *In re Innocoll Holdings*, 2022 U.S. Dist. LEXIS 196845 at *38 (awarding class representatives $10,000 each when they had prepared for and sat for depositions, searched for and produced documents, reviewed pleadings, and oversaw counsel from a fund of $2.755 million); *Elkin v. Walter Inv. Mgmt. Corp.,* No. 2:17-cv-02025-JCJ, 2018 U.S. Dist. LEXIS 234716, at *5 (E.D. Pa. Dec. 17, 2018) (awarding lead plaintiff $10,000 from settlement fund of $2.95 million); *In re PAR Pharm. Sec. Litig.,* Civil Action No. 06-3226 (ES), 2013 U.S. Dist. LEXIS 106150, at *33 (D.N.J. July 29, 2013) (approving an award of $18,000 from a settlement fund of $8.1 million after finding that the lead plaintiff had reviewed and approved pleadings and regularly communicated with lead counsel, and no objections had been raised by class members in receipt of notice that the award was sought).

VII. CONCLUSION

For the reasons set herein, Class Counsel respectfully request that the Court grant the request for an award of attorneys' fee, reimbursement of costs, and for an award of a service payment to the Class Representative.

LITE DEPALMA GREENBERG & AFANADOR LLC

Dated: December 1, 2022

/s/ Joseph J. DePalma

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Attorneys for Plaintiff and the Settlement Class

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JOSE MENDEZ, Individually and On Behalf Of All Others Similarly Situated, *Plaintiff*, vs. AVIS BUDGET GROUP, INC. d/b/a BUDGET RENT A CAR SYSTEM, INC. and AVIS RENT A CAR SYSTEM, LLC; and HIGHWAY TOLL ADMINISTRATION, LLC, *Defendants*.	Civil Action No. 11-6537(CCC)(JSA) **DECLARATION OF JUDITH L. SPANIER IN SUPPORT OF PLAINTIFF'S MOTION FOR AN AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF COSTS AND AWARD OF CLASS REPRESENTATIVE'S SERVICE PAYMENT**

I, Judith L. Spanier, declare pursuant to 28 U.S.C. Section 1746 as follows:

1. I am an attorney duly licensed to practice law in the State of New York and have been admitted *pro hac vice* in this Court. I am a partner at Abbey Spanier, LLP, one of Class Counsel in this class action (the "Action"). Unless otherwise indicated, I have personal knowledge of the matters set forth herein and, if called to do so, I would testify competently thereto.

2. I submit this Declaration in further support of Plaintiff's motion for an award of Attorneys' Fees and Costs and the award of a service payment to Plaintiff Jose Mendez (the Motion").

3. I am a graduate of Cornell University, B.A. 1975, and New York University School of Law, J.D. 1978. I have been practicing law for the past 43 years, first at a firm known as Shea & Gould from 1978-1985, and thereafter until today at Abbey Spanier, LLP or its predecessor firms. While at Shea & Gould, I worked on the defense of a number of class action cases including *In re Agent Orange Product Liability Litigation*.

4. Over the past 37 years at my current firm, I have worked exclusively on class and other representative forms of litigation representing solely the interests of plaintiffs in securities, employment and consumer cases. I have served as trial counsel in several class actions tried to judgment and have been involved in the settlement of scores of class action cases in state and federal courts around the country. For more than 15 years, I represented class plaintiffs in protracted litigation against Wal-Mart Stores, Inc., pursuing claims on behalf of its hourly employees in several states. Included in this work was the litigation and trial of a case on behalf of Wal-Mart's 187,000 Pennsylvania hourly employees resulting in a jury verdict in 2006 of over $78 million, and an award of over $62 million in liquidated damages in 2007. Wal-Mart appealed the judgment and, in 2016 after almost a decade of post-trial and appellate practice in the Pennsylvania Courts including Wal-Mart's ultimately unsuccessful petition for certiorari to the United States Supreme Court, judgment was entered against Wal-Mart on behalf of the Pennsylvania Class in an amount exceeding $240 million. Other notable matters on which my firm and I have worked are described in a true and correct copy of my firm's resume which is attached as Exhibit C to this Declaration.

5. My firm undertook the prosecution of this Action on a wholly contingent basis. From the outset, we understood that we were embarking on complex and potentially expensive and lengthy litigation with no guarantee of ever being compensated for the investment of time and money the case would require. In undertaking that responsibility, we were obligated to ensure that sufficient attorney resources were dedicated to the prosecution of the Action and that funds were available to compensate staff and pay for the out-of-pocket expenses the Action would entail. Because of the nature of contingent practice, contingent litigation firms not only have to pay

regular overhead, but also advance the expenses of the litigation. The financial burden on contingent counsel is far greater than on a firm paid on a monthly basis.

6. Class Counsel in this case seek an award of $6,363,000, for work undertaken between October 18, 2011 (when they were retained in this matter) and November 23, 2022, as well as reimbursement of litigation costs in the amount of $387,000 incurred during the pendency of this action.

7. Attached to this Declaration are the following exhibits:

a. Exhibit A Declaration of Steven Weisbrot, Esq. Re: Implementation of Notice Plan

b. Exhibit B Declaration of Joseph J. DePalma in Support of Plaintiff's Motion for Award of Attorneys' Fees and Litigation Costs

c. Exhibit C Firm Resume of Abbey Spanier, LLP

d. Exhibit D Abbey Spanier Time and Lodestar Summary

e. Exhibit E Abbey Spanier Expense Report

Work Performed by Class Counsel in this Action

8. Class Counsel have expended significant time and effort over the past 11 years litigating this action.

9. Plaintiff commenced this class action suit against Defendants Avis Budget Group, Inc. ("ABG") and Highway Toll Administration, LLC ("HTA") on November 7, 2011. Plaintiff asserted claims on behalf of a nationwide class for breach of contract, violations of the New Jersey Consumer Fraud Act and for unjust enrichment. As set forth in the Complaint, Dkt. No. 1 at 12-13, in July 2011, Plaintiff rented a car from a Budget location in Florida and reserved the car using his credit card. Plaintiff picked up his car at the Budget location and declined the usual host of optional services offered by ABG (e.g., loss damage waiver and additional liability insurance). At

no time prior to or during the rental was Plaintiff advised that his rental car had an e-Toll automated toll payment device, and that by renting the car equipped with the tolling device Plaintiff would automatically incur fees payable to Defendants (defined in the Settlement Agreement as "e-Toll Related Charges"). On a single occasion during his nine-day rental, Plaintiff drove his car through a toll lane in Florida triggering e-Toll Related Charges. Upon returning his car at the end of the rental, Plaintiff was advised that there were no additional charges owed in connection with the rental. Several weeks following the rental, Plaintiff received a credit card bill for $15.75. Plaintiff inquired about the charges and was advised by Defendant ABG that the $15.75 charge was comprised of a $0.75 toll charge and a $15.00 convenience fee. The $0.75 toll charge was billed to Plaintiff at the cash rate despite the fact that an e-Toll device was used to pay the toll. In the end, Plaintiff's 50 cent toll cost him $15.25 in e-Toll Related Charges. This lawsuit ensued to remedy what Plaintiff believed to be corporate wrongdoing affecting a large class of Defendants' similarly situated customers. Throughout the course of this action for the last eleven years, Class Counsel have regularly conferred with Plaintiff, keeping him advised of all of the developments in this matter, discussing strategic decisions about the path of this litigation and all settlement efforts. Plaintiff has expended time reviewing some of the discovery and all of the decisions and orders issued by this Court over the past ten years.

10. In late 2011, confronted with this class action suit, Defendants first tried to terminate the litigation by mailing Plaintiff two separate checks in the full amount of the e-Toll related fees that he had incurred in his Budget rental. Plaintiff determined not to accept the checks from Defendants because he had an abiding interest in pursuing his claims against Defendants in order to effect a change in Defendants' actions and practices related to their e-Toll service. Class Counsel later learned during discovery that, from time to time, Defendants did refund e-Toll

related fees if the customer was a "VIP" or if the customer complained loudly enough. Plaintiff determined that he wished to proceed with this case to vindicate his rights and the rights of others similarly situated.

11. In February 2012, Defendants moved to dismiss the case in its entirety. Dkt. No. 17. Following full briefing on the motion to dismiss, on April 10, 2012, the Court (Linares, J.) issued an opinion denying the motion to dismiss. Dkt. No. 30, 31. Defendants unsuccessfully moved for reconsideration which motion was denied on May 31, 2012. Dkt. No. 43, 44.

12. In late April 2012, while Defendants' motion for reconsideration was pending, Defendants filed an answer denying the allegations and asserting numerous affirmative defenses. Dkt. No. 38.

13. In April 2012, at the direction of the Court (Hammer, U.S.M.J.) the parties filed a joint discovery plan and the parties began the process of pursuing discovery, engaging in repeated meet and confers regarding the scope of discovery over the course of the next year. Defendants resisted making production of certain electronic documents and data on the grounds of undue burden. Dkt. No. 53. Issues also arose concerning the discovery confidentiality order initially entered by the Court in August 2012, which issues ultimately resulted in the entry of a revised order in October 2013. Dkt. No. 50, 70. Further issues arose between the parties relating to Plaintiff's requests for consumer complaints which issues were briefed to the Court. The discovery disputes between Plaintiff and Defendants resulted in extensions of the fact discovery cutoff date until mid-2014. On March 31, 2014, the case was reassigned from Magistrate Judge Hammer to Magistrate Judge Joseph Dickson.

14. Class Counsel conducted extensive fact and expert discovery in this case. Among other documents, Class Counsel obtained the production of emails between and among Defendants

and/or third parties, contracts between Defendant ABG and HTA for the provision of e-Toll service, customer communications and complaints, marketing materials and materials used by Defendant ABG at its various rental locations over the course of more than ten years. Because of the long duration of the litigation and the fact that the Class Period ultimately covered a period from April 1, 2007 through and including December 31, 2015, Class Counsel was compelled to seek updates to the document production to ensure that they had a complete record with which to litigate this matter on behalf of the Class.

15. Additionally, Class Counsel expended significant time and effort in obtaining discovery of Defendants' databases containing common class-wide information on all Class Members' transactions. Because, at various times during this long-running litigation, Defendants objected to the production of parts of the data on a variety of grounds, Defendants' data production during fact discovery (concluded in the summer of 2014) was limited in time and scope. Defendants did not wish to produce the earliest segments of data because they claimed it was unduly burdensome and was irrelevant if Plaintiff did not succeed in obtaining class certification. It was only after the 2017 grant of class certification that Class Counsel were able to obtain the totality of the relevant transactional data from Defendants. Class Counsel received more than 60 separate productions of documents and data from Defendants, their experts and third parties including through various state freedom of information act requests.

16. Class Counsel took a dozen depositions of Defendants and third parties and defended depositions taken of Plaintiff (on two separate occasions), his wife, and Plaintiff's experts. Plaintiff and his wife expended substantial time and energy preparing for their depositions and responding to Defendants' document requests with attendant disruption of their respective schedules. Defendants' strenuous challenges to Plaintiff's typicality and adequacy under Rule 23

were ultimately rejected by the Court. Dkt. No. 242. Plaintiff was regularly advised of the status of this case, the facts emerging in discovery. Matters uncovered during the fact deposition phase of discovery raised issues that required further briefing. For example, during a fact deposition of Defendant ABG's Rule 30(b)(6) witness, it became apparent that certain hard copy documents consisting of handwritten notes taken by the witness regarding e-Toll both before and during the pendency of this Action had been discarded by the witness and were not produced to Plaintiff. Class Counsel engaged in extensive motion practice to address these spoliation issues. While ultimately a finding was made that Defendant ABG had spoliated documents, much uncertainty remained as to the consequences of the spoliation. Dkt. No.138.

17. By mid-2015, fact discovery was concluded. The parties then commenced the first round of expert discovery on marketing issues concerning e-Toll related charges. Class Counsel retained the services of Professor Vicki Morwitz who submitted an expert report and was deposed by Defendants. Class Counsel also deposed Defendants' expert Larry Chiagouris. Discovery on the damages issue was deferred until the class certification motion was resolved.

18. In August 2015, the Court scheduled a settlement conference with all parties. Although Class Counsel were prepared to discuss settlement, that conference was ultimately adjourned without date. Dkt. No. 150. At one point early in the litigation, the parties met to discuss a possible resolution of the case. That effort was unproductive.

19. Although Plaintiff filed suit in November 2011 alleging, inter alia, a breach of contract by Defendants based upon the e-Toll language in the ABG Rental Agreement and related documents, Defendant ABG made no substantive changes to the language employed in the Rental Agreement until the case had been pending for more than four years. Defendant ABG revised the Rental Agreement several times after the filing of this case and in at least some instances made

changes to the e-Toll language. However, it was not until January 2016 that Defendant ABG changed the language in its Rental Agreement to correctly articulate the manner and circumstances in which it charged its customers for using e-Toll. Such changes were made as a result of the pending litigation and Class Counsel's diligence in pursuing Plaintiff's claims. Settlement Agreement at Section 2.6, Business Practice Modifications ("ABG agrees and acknowledges that the filing of the Action by Class Counsel led to changes and modifications being made to the Rental Agreement on or around January 1, 2016.").

20. Following the completion of expert discovery on the marketing issues in the first half of 2016 but before any briefing on class certification, the parties agreed to mediate a possible resolution of the case before retired District Court Judge Cavanagh. Dkt. No. 159. Two days in July 2016 were set aside for the mediation and Class Counsel prepared mediation statements in conformity with the mediator's practices. Class Counsel discussed the mediation process with Plaintiff and, although he did not attend the mediation session in person, Plaintiff remained available to confer with Class Counsel during the course of the mediation. At the close of the first day of mediation on July 11, 2016, Defendants advised that they were not prepared to proceed with a second day of mediation. Ultimately, the mediation before Judge Cavanagh failed to reach any resolution.

21. Following the failure of the first mediation, in December 2016 Class Counsel moved for class certification. Class Counsel's motion included a full-blown Trial Management Plan designed to demonstrate how Plaintiff expected to prove his claims for nationwide breach of contract and violations of the New Jersey Consumer Fraud Act based upon common issues of fact and law. Plaintiff's Trial Management Plan cited extensively to documents and deposition testimony from the discovery record created by Plaintiff. Class Counsel included summaries of

the different rental documents that Defendants had used during the proposed Class Period to illustrate the commonality of the e-Toll language across various ABG rental contracts. Defendants opposed the motion for class certification. A very significant portion of Defendants' opposition rested on their challenge to the sufficiency of the named Plaintiff in this action. Defendants largely failed to address the specifics of Plaintiff's Trial Management Plan.

22. In connection with class certification, Class Counsel submitted Professor Morwitz's expert report. As part of their opposition, Defendants relied on a report from Mr. Chiagouris. Competing motions to strike the respective experts were filed by the parties and extensively briefed. In March 2017, following the filing of the motions to strike experts, the Court administratively terminated without prejudice Plaintiff's motion for class certification pending the resolution of the parties' respective motions to strike each other's experts. Dkt. No. 214.

23. Concurrent with the briefing on the motions to strike, the Court set a schedule for briefing summary judgment motions. Dkt. No. 208. The filing of summary judgment motions was ultimately deferred pending the resolution of the class certification motion. Dkt. No. 220.

24. On June 21, 2017, the Court denied the parties' motions to strike experts and granted Plaintiff leave to renew his motion for class certification. Dkt. No. 222, 223.

25. Class Counsel revised their class certification briefing to address the Court's June 21, 2017 orders and in mid July 2017 renewed the motion for class certification. Briefing of the class certification motion continued throughout the summer of 2017. Dkt. No. 225.

26. In mid-November 2017, the Court granted Plaintiff's motion for class certification and certified a nationwide class on Plaintiff's contract claim. Dkt. No. 242-245. Defendants challenged the grant of class certification and on December 1, 2017 filed a motion in the Third Circuit Court of Appeals seeking leave to appeal pursuant to F. R. Civ. P. 23(f). Case No. 17-

8066. Following briefing by the parties on that motion, the Third Circuit denied Defendants' motion by order dated January 18, 2018. Dkt. No. 249.

27. The grant of class certification and the denial of Defendants' Rule 23(f) motion did nothing to dampen Defendants' enthusiasm for opposing class certification. In January 2018, following the grant of class certification, Defendants inexplicably sought to amend their Answer in order to assert affirmative defenses not previously asserted by them. Dkt. No. 248. In their motion, Defendants revealed that the affirmative defenses that they sought to add might "result in decertification proceedings." Dkt. No. 251 at 8. Defendants also reserved the right to "make application for limited discovery of absent class members in support of the proposed affirmative defense of voluntary payments (and eventually decertification)" if their motion to reopen the pleadings was granted. Id. at 8, n.2.

28. Class Counsel strenuously opposed the motion to amend the pleadings more than six years after the start of the action, noting that the likelihood that Defendants would seek to reopen discovery weighed against permitting them to plead "new" affirmative defenses. Class Counsel further argued that it would be improper to permit Defendants to level new attacks against class certification based on defenses and evidence that could have been (but were not raised) on the class certification motion. Dkt. No. 252 at 2-5.

29. In mid-March 2018, without seeking prior permission from the Court, Defendants served "Post-Certification Interrogatories Directed to Absent Class Members." Dkt. No. 257 (Ex. 1). As part of their obligation to meet and confer, Class Counsel asked Defendants to explain how logistically they proposed to take discovery of millions of absent class members and to identify the legal basis for seeking such disfavored discovery. Dkt. No. 257 at 5. Class Counsel found Defendants' responses to these and related inquiries to be unpersuasive. In consequence, on April

18, 2018, Class Counsel moved the Court for a protective order on behalf of all class members relieving them of the burden of responding to Defendants' improper discovery requests and barring any additional similar requests without prior leave of the Court.

30. While Defendants' motion to amend the pleadings and Plaintiff's motion for a protective order were pending, the Court set a settlement conference to be held on October 1, 2018. Dkt. No. 264, 266. The Court directed the parties to submit confidential settlement positions to the Court in advance of the settlement conference. For the second time in this case, Class Counsel prepared a mediation submission in support of Plaintiff's settlement position.

31. In mid-August 2018, the Court (Dickson, U.S.M.J.) denied Defendants' motion to amend the pleadings. Dkt. No. 269. The parties were directed to meet and confer on how the denial of the motion affected Defendants' "Post Certification Interrogatories Directed to Absent Class Members" and Plaintiff's pending motion for a protective order. Defendants refused to withdraw the bulk of the interrogatories to absent class members. Dkt. No. 270 and 271.

32. Defendants appealed the denial of their motion for leave to amend the pleadings. Dkt. No. 273. On September 28, 2018, following briefing by the parties, the Court (Linares, J.) affirmed the denial of the motion. Dkt. No. 279. As Defendants did not agree to withdraw their "Post Certification Interrogatories Directed to Absent Class Members," the Court was compelled to decide Plaintiff's motion for a protective order. On December 17, 2018, the Court (Dickson, U.S.M.J.) granted Class Counsel's motion for a protective order holding that Defendants were not permitted to pursue discovery from absent class members. Dkt. No. 287. Defendants appealed that order to the Court and Class Counsel briefed their opposition to such appeal. On April 3, 2019, the Court (Linares, J.) affirmed the order of Magistrate Judge Dickson. Dkt. No. 323.

33. On October 1, 2018, the parties participated in mediation with Chief Judge Linares. Dkt. No. 280. A date for continued mediation before Chief Judge Linares was adjourned at Defendants' request. Dkt. No. 281-283. Ultimately, Defendants determined that they would not proceed with mediation before Chief Judge Linares because they had not had an opportunity to pursue discovery surrounding Plaintiff's expert damages report.

34. In mid-December 2018, Class Counsel moved for approval of a Class Notice of Pendency and accompanying Plan of Notice. Dkt. No. 286. Class Counsel worked with an administrator to fashion a plan of notice that would effectively reach the more than eight million class members and advise them of the pendency of the action. Such a motion was necessary in order to ensure that the disposition of either party's summary judgment motion would be binding on class members. Absent the dissemination of a notice of pendency, any resolution of such a dispositive motion would only have bound the named plaintiff.

35. Briefing proceeded in accordance with the Court's order on Plaintiff's motion for approval of the form and method of disseminating the Notice of Pendency. Dkt. No. 288. At the same time, the Court directed Defendants to file a letter setting out the basis for their proposed motion to decertify the class. Id.

36. Concurrent with the post-class certification motion practice described above, during the second half of 2018, Class Counsel pursued discovery of Defendants' databases reflecting the details of class members' rental transactions. Once the database productions were completed, Class Counsel retained Dr. James T. McClave as their damages expert. Class Counsel expended significant time and expense ensuring, with the assistance of their damages expert, the completeness and sufficiency of the database production to calculate class-wide damages. Dr. McClave produced his damage report as well as several amended or supplemental damage reports

to address additional productions from Defendants and to refute theories advanced by Defendants' damage expert Dwight Duncan. During this time period, Class Counsel prepared their expert for deposition and defended his deposition. Following the production of the damages report of Defendants' expert, Class Counsel prepared for and deposed Mr. Duncan.

37. Thereafter in February and March 2019, pursuant to the Court's scheduling order, Dkt. No. 288, the parties filed motions to exclude each other's damages experts. Class Counsel engaged in extensive briefing of such motions to exclude.

38. The Court (Dickson, U.S.M.J.) reviewed the filings, and concluded from the briefing that there was potential for narrowing the parties' disputes regarding the experts' damages reports. Dkt. No. 324. The parties were directed to meet and confer regarding the possible resolution of such issues and, in consequence, the Court (Linares, J.) administratively terminated the motions to exclude without prejudice. Dkt. No. 325. Class Counsel continued to meet and confer with Defendants in accordance with the Court's direction.

39. On May 29, 2019, this case was reassigned to Judge Claire C. Cecchi for all further proceedings. Dkt. No. 330.

40. Thereafter in June 2019 and with the permission of the Court (Dickson, U.S.M.J.), the parties renewed their Daubert motions with regard to the parties' respective damages experts. Dkt. No. 334-346. The motions were set before the Court for August 5, 2019.

41. On March 17, 2020, the parties were each directed to file a confidential letter summarizing the status of the case by April 20, 2020. Dkt. No. 353. The advent of the COVID-19 Pandemic delayed the progress of the case during the balance of 2020.

42. In late February 2021, the parties agreed to again pursue private mediation to resolve the pending action. After each side offered its selection of mediators, the parties ultimately

agreed on the Hon. Timothy K. Lewis (Ret.). Class Counsel prepared their mediation statement in accordance with Judge Lewis' practices and expended much time and effort preparing for this third round of mediation. Class Counsel also engaged in various preliminary calls with Judge Lewis. Mediation was conducted in person in July, August and November 2021. Class Counsel continued to participate in mediation discussions through many rounds of calls and communications with their damage expert. After months of negotiations, the parties agreed to a $45 million claims made cash settlement. On November 23, 2021, the Parties entered into a non-binding Memorandum of Understanding laying out the principal terms of the Settlement (the "MOU"). Id. The parties did not commence negotiation of Class Counsel's fees and expenses and the Class Representative's Service Award until after the execution of the MOU. Those negotiations were also long and hard-fought.

43. After the MOU was signed, but prior to signing the Settlement Agreement, the parties spent months discussing the parameters of the agreement, the transactional data that would be produced to a settlement administrator, the form and method of Notice and the requirements for claim forms.

44. Class Counsel conducted a rigorous search for a Settlement Administrator. Class Counsel first drafted a Request for Proposal ("RFP"), including detailed assumptions that each administrator would need to follow. After consulting with Defendants regarding the RFP, it was then sent to five administrators. Four of the administrators responded and were invited for follow-up interviews with Counsel for both Parties.

45. After comparing the four proposals, including the estimated price of the engagement, the Parties ultimately selected Angeion Group ("Angeion"), a highly regarded and experienced administrator with the requisite experience to manage the Settlement.

46. Class Counsel worked with Angeion to prepare the Notices, selecting and approving the language and graphics used for media publications, and preparing the Claims Forms in print and electronic format. Those forms were submitted to the Court for approval along with a Declaration by Steven Weisbrot, President and Chief Executive Officer of Angeion, with Plaintiff's Motion for Preliminary Approval of the Settlement. Dkt. No. 391-3.

47. On June 29, 2022, more than seven months after the execution of the MOU, the Settlement Agreement was signed by the Parties. In August 2022, Class Counsel filed a motion for Preliminary Approval of the Settlement and Approval of Dissemination of Notice of Settlement. Dkt. No. 391. Preliminary approval was granted by the Court on August 12, 2022. Dkt. No. 392. Since that time, Class Counsel have continued to work with Angeion to ensure the dissemination of Notice in accordance with the Settlement Agreement and the Court's Preliminary Approval Order.

Class Counsel's Time and Unreimbursed Costs

48. Class Counsel together have devoted 8,394.05 hours litigating this action through November 23, 2022. Together, the fees incurred by Class Counsel at current hourly rates from the inception of the litigation on October 18, 2011 through November 23, 2022, total $5,882,459.75. This represents a significant commitment of time and resources to this litigation over the course of 11 years, and strongly supports the requested fee award. Class Counsel are highly skilled litigators with decades of experience. *See* Exhibit C and Exhibit B, Declaration of Joseph J. DePalma in Support of Plaintiff's Motion for Award of Attorneys' Fees and Litigation Costs ("DePalma Declaration"), Exhibit 1. Class Counsel have efficiently worked together to avoid duplication of effort. Class Counsel expect to continue to incur time and expenses in the months ahead pursuing Final Approval and ensuring the proper administration of the Settlement.

49. The DePalma Declaration Exhibit 2, attached as Exhibit B to this Declaration, contains summary charts of Lite DePalma's lodestar, with all time being billed to seven categories: 1) Investigations/Factual Research; (2) Discovery; (3) Pleadings, Briefs, Pretrial Motions (including legal research); (4) Court Appearances; (5) Settlement; (6) Litigation Strategy, Analysis & Case Management; and (7) Class Certification.

50. Exhibit D to this Declaration is a summary chart of Abbey Spanier's lodestar, with all time being billed to categories 1-6 listed above as Abbey Spanier categorizes time expended on class certification motions under category (3). The chart attached hereto as Exhibit D is a true and accurate summary of Abbey Spanier's hours by timekeeper, task, billing rates, and lodestar for this litigation from inception of the Action through November 23, 2022. The chart was prepared from daily time records regularly prepared and maintained by my firm. I anticipate that my firm will continue to expend time and money in this case going forward in order to ensure the completion of the Settlement administration and distribution should the Court finally approve the Settlement.

51. In addition to me, my firm staffed this case with two other lawyers including my partner Nancy Kaboolian, and an associate Jeremy Nash. Every effort was made to avoid any duplication of effort and to assign work as appropriate to the level of expertise required. For example, during the pendency of this Action, I was one of trial counsel in a bench trial in a shareholder breach of fiduciary duty class action tried on non-consecutive days from October 2015 through April 2016. My firm ensured that this case was always appropriately staffed, while avoiding duplication of effort.

52. The hourly rates reflected in Exhibit D are the usual and customary rates charged for each listed attorney and paralegal at my firm in all of its cases since 2017. My firm's rates have been accepted by various courts in prior class action litigation. *See, e.g., In re Vivendi Universal,*

S.A. Sec. Litig., No. 02-cv-5571 (SAS) (S.D.N.Y. April 29, 2016); *In re New York Road Runners Litig.*, No. 1:16-cv-00450 (KBF) (S.D.N.Y. Feb. 10, 2017). My firm's rates are consistent with hourly rates for attorneys at other firms approved in the Southern District of New York and elsewhere. My firm's hourly rates for its attorneys are reflective of and commensurate with those lawyers' experience.

53. The unreimbursed costs that Class Counsel have collectively incurred from inception through November 23, 2022, equal $409,440.68. As is clear from each firm's expenses, the bulk of Class Counsel's expenses were for expert costs, court reporting fees for depositions and fees to third party mediators. The DePalma Declaration at Exhibit 3 found at Exhibit B to this Declaration, categorizes its unreimbursed costs as follows: (1) Court Fees; (2) Commercial Copies/Scanning; (3) Internal Copies; (4) Computer Research (PACER/Lexis/Westlaw); (5) Court Reporters/Transcripts/Video; (6) Postage/Express Delivery/ Messenger; (7) Outside Professional Services (Google AdWords; Document Database; Mediation); (8) Experts/Consultants; (9) Process Server Fees; and (10) Travel. A chart of Abbey Spanier's unreimbursed costs, as reflected in the firm's books and records, is submitted as Exhibit E to this Declaration. Abbey Spanier's unreimbursed costs are categorized as follows: (1) Travel; (2) Experts; (3) Depositions and Transcripts; (4) Mediation; (5) Lexis, Pacer, etc.; (6) Filing, Court, Witness Fees; (7) Messenger & Fedex; (8) Copy/Duplicating; (9) Miscellaneous; and (10) Technology. My firm's books and records are prepared from expense vouchers, check records, and other documents and are an accurate record of the expenses. My firm has not been reimbursed for any of these expenses.

54. Class Counsel in their Motion is only seeking reimbursement for costs of $387,000. These were costs known to Class Counsel at the time the Settlement Agreement was signed. Class Counsel will apportion all of their unreimbursed costs over $387,000 from any fee award, further reducing that award.

55. For all of the foregoing reasons and for the reasons set forth in the accompanying Brief in Support of Class Counsel's Motion for Award of Attorneys' Fees and Costs, it is respectfully requested that this Motion be granted.

I declare under the penalty of perjury under the laws of the State of New York that the foregoing is true and correct. Executed this 1st day of December, 2022, in New York, New York.

Judith L. Spanier

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JOSE MENDEZ, Individually and On Behalf Of All Others Similarly Situated, *Plaintiff*, vs. AVIS BUDGET GROUP, INC. d/b/a BUDGET RENT A CAR SYSTEM, INC. and AVIS RENT A CAR SYSTEM, LLC; and HIGHWAY TOLL ADMINISTRATION, LLC, *Defendants*.	Civil Action No.: 2:11-cv-06537-CCC-JSA **DECLARATION OF STEVEN WEISBROT, ESQ. RE: IMPLEMENTATION OF NOTICE PLAN**

I, Steven Weisbrot, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC ("Angeion"). I am fully familiar with the facts contained herein based upon my personal knowledge.

2. My credentials were provided in my prior declaration outlining the notice plan in this settlement (Dkt. No. 391-3).

3. Angeion was appointed by this Court as Settlement Administrator to implement, perform, and oversee notice of the Settlement Agreement to Class Members; to process and pay claims made by Claimants; and to otherwise carry out the settlement administration responsibilities under the Settlement Agreement (*see* Preliminary Approval Order, Dkt. No. 392).

4. The purpose of this declaration is to provide the Court and the Parties with a summary of the work performed by Angeion to effectuate notice pursuant to the Preliminary Approval Order. Angeion was also tasked with sending notice pursuant to 28 U.S.C. § 1715(b) ("CAFA" Notice").

DISTRIBUTION OF CAFA NOTICE

5. On August 19, 2022, as required by 28 U.S.C. § 1715(b), Angeion caused Notice regarding the settlement to be sent to the Attorneys General of each State, as well as the Attorney General of the United States. The mailings included the items set forth in the CAFA Notice. A true and accurate copy of the CAFA Notice is attached hereto as **Exhibit A**.

SUMMARY OF THE NOTICE PLAN

6. The Notice Plan approved by this Court provided for individual direct notice to all reasonably identifiable Class Members, combined with a robust media campaign consisting of state-of-the-art targeted internet notice, social media notice, a paid search campaign. The Notice Plan further provided for the implementation of a dedicated settlement website and toll-free telephone line where Class Members can learn more about their rights and options pursuant to the terms of the Settlement. In addition, the Notice Plan included a customized claim stimulation package to further diffuse news of the settlement.

DIRECT NOTICE

7. As discussed in my prior declaration, the direct notice effort consists of: (1) sending individual notice via email to Class Members for whom email addresses are provided to Angeion; (2) mailing notice to Class Members whose email notice could not be delivered or for whom only a mailing address was provided; (3) sending a Supplemental Email Notice to Class Members who have neither made a claim nor excluded themselves from the Settlement.

8. On or about July 28, 2022, Angeion was transferred the settlement database, which contained approximately 18,744,680 records for approximately 8,072,591 Class Members.

Email Notice

9. On September 26, 2022, Angeion caused notice of the Settlement to be sent via email to the 4,612,366 valid email addresses identified from the settlement database. A true and correct copy of the Email Notice is attached hereto as **Exhibit B**.

10. The email notification efforts resulted in 4,188,398 email notices delivered and 423,968 email notices that could not be delivered.

Mailed Notice

11. On October 31, 2022, Angeion caused notice of the Settlement ("Summary Notice") to be mailed to the 3,884,193 Class Members who did not have email addresses or whose email notice could not be delivered and for whom mailing address information was provided. Summary Notices were mailed via the United States Postal Service ("USPS") first-class mail, postage prepaid. A true and accurate copy of the Summary Notice is attached hereto as **Exhibit C**.

12. Prior to mailing, Angeion caused the mailing address information to be updated utilizing the National Change of Address ("NCOA") database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS. In addition, Angeion will take the following actions for Summary Notices that are returned as undeliverable by the USPS:

- Summary Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS and the class member database will be updated accordingly.
- Summary Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as "skip tracing") utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses.

- For any Class Members where a new address is identified through the skip trace process, the class member database will be updated with the new address information and a Summary Notice will be re-mailed to that address.

Supplemental Email Notice

13. Angeion will cause a Supplemental Email Notice to be sent to Class Members, for whom we have a valid email address, who have neither made a claim nor excluded themselves from the Settlement. The Supplemental Email Notice is scheduled to be sent on January 27, 2023.

MEDIA NOTICE

14. On October 31, 2022, Angeion caused the comprehensive media notice campaign to commence. The media campaign is scheduled to conclude on December 1, 2022 and consists of internet banner advertisement notice, social media notice via Facebook and Instagram, and a paid search campaign via Google. Copies of the internet banner ads and social media ads are attached hereto as **Exhibits D** and **E**, respectively.

15. As of November 29, 2022, the media notice has served approximately 23,880,278 impressions. At the conclusion of the media campaign, Angeion will report the total number of impressions served and final reach percentage achieved for the media campaign.

SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT

16. On September 26, 2022, Angeion established the following website dedicated to this Settlement: www.etollsettlement.com ("Settlement Website"). The Settlement Website contains general information about the Settlement, important documents such as the Settlement Agreement, Preliminary Approval Order, Notice and Claim Form, answers to frequently asked questions, important dates, and deadlines, and contact information for the Settlement Administrator. Class Members are also able to submit a claim online via the Settlement Website. Class Members that login to the website to file a claim using the Notice ID supplied on their Notice are able to view their estimated damages based on Defendants' records.

17. As of November 29, 2022, the Settlement Website has had 854,709 page views and 646,412 sessions, which represents the number of individual sessions initiated by all visitors to the Settlement Website.

18. On September 26, 2022, Angeion established the following toll-free line dedicated to this case: 1-844-448-0078. The toll-free line utilizes an interactive voice response ("IVR") system to provide Class Members with responses to frequently asked questions, the ability to request a Notice and/or Claim Form, and includes information about filing a claim and important dates and deadlines pertinent to the Settlement. The toll-free line is accessible 24 hours a day, 7 days a week.

19. As of November 29, 2022, the toll-free hotline has received 4,082 calls totaling 19,475 minutes.

CLAIMS STIMULATION PROGRAM

20. In addition to the above-described notice efforts, Angeion implemented a customized and strategic Claims Stimulation package consisting of sponsored listings on two leading class action settlement websites, direct social media notice and active listening on Facebook, Instagram, and Twitter. The Claims Stimulation noticing utilizes simplified messaging specifically designed to drive Class Members to the Settlement Website and ultimately submit a claim.

Sponsored Class Action Website Listings

21. On October 31, 2022, Angeion caused the Settlement to be listed and promoted through two leading class action settlement websites, www.topclassactions.com and www.classaction.org. True and accurate copies of these promotions are attached hereto as **Exhibit F**.

Social Media – Direct Notice

22. On October 31, 2022, Angeion caused the direct targeted internet notice to commence by uploading known Class Member email addresses and/or phone numbers directly to Facebook and Instagram. As of November 29, 2022, a total of 12,986,931 impressions have been served via the targeted internet notice.

Active Listening

23. Starting on October 31, 2022, Angeion began monitoring online traffic via Facebook, Instagram, and Twitter for discussion of the settlement. Where appropriate, Angeion will provide answers to frequently asked questions pertaining to the Settlement.

CLAIM FORM SUBMISSIONS

24. The deadline for Class Members to submit a Claim Form is February 28, 2023. As of November 29, 2022, Angeion has received a total of 363,351 Claim Form submissions. These submissions are still subject to final audits, including the full assessment of each claim's validity and a review for duplicate submissions. Angeion will continue to keep the Parties apprised of the number of Claim Form submissions received.

REQUESTS FOR EXCLUSION

25. The deadline for Class Members to request exclusion from the Settlement is December 24, 2022. As of November 29, 2022, Angeion has received a total of 16 requests for exclusion. A list of the names of the individuals requesting exclusion is attached hereto as **Exhibit G**.

OBJECTIONS TO THE SETTLEMENT

26. The deadline for Class Members to object to the Settlement is December 24, 2022. Angeion has not received nor been made aware of any objections to the Settlement.

CONCLUSION

27. It remains my professional opinion that the Notice Plan implemented in this Settlement provides full and proper notice to Settlement Class Members and is the best notice practicable under the circumstances, fully comporting with due process and Fed. R. Civ. P. 23. Angeion will provide the Court and the Parties will a final update regarding the implementation of the Notice Plan upon its conclusion.

28. To date, Angeion has incurred $1,749,955.07 in costs to administer the Settlement. Angeion estimates that it will incur approximately $1,118,106.21[1] in additional costs to administer the Settlement through conclusion.

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

Dated: December 1, 2022

STEVEN WEISBROT

[1] The estimated future costs are subject to change based on number of claims filed and distribution selections.

Exhibit A

ANGEION GROUP
Changing the Rules

1650 Arch Street, Suite 2210
Philadelphia, PA 19103
www.angeiongroup.com
215.563.4116 (P)
215.525.0209 (F)

August 19, 2022

VIA USPS PRIORITY MAIL

United States Attorney General &
Appropriate Officials

Re: Notice of Class Action Settlement
Mendez v. Avis Budget Group, Inc. et al

Dear Counsel or Official:

Angeion Group, an independent claims administrator appointed by the Court, on behalf of the defendant in the below-described action, hereby provides your office with this notice under the provisions of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, to advise you of the following proposed class action settlement in the consolidated action listed below:

Case Name: Mendez v. Avis Budget Group, Inc. et al
Case Number: 11-cv-6537-CCC-JSA
Jurisdiction: United States District Court, District of New Jersey
Date Settlement Filed with Court: 08/10/2022

In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD-ROM:

1. **28 U.S.C. § 1715(b)(1)-Complaint:** Plaintiff's Class Action Complaint filed with the Court on November 7, 2011, can be found on the enclosed CD as "Exhibit 1 – Class Action Complaint."

2. **28 U.S.C. § 1715(b)(2)-Notice of Any Scheduled Judicial Hearings:** The Court has scheduled a Final Approval Hearing for February 23, 2023, at 10:00 a.m. at the Dr. Martin Luther King, Jr. Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ.

3. **28 U.S.C. § 1715(b)(3)-Notification to Class Members:** The Final Long Form Notice, Postcard Notice, Email Notice and Claim Form as submitted to the Court on August 10, 2022, can be found on the enclosed CD as "Exhibit 2 – Notice of Class Action Settlement to Class Members."

4. **28 U.S.C. § 1715(b)(4)-Class Action Settlement Agreement:** The Settlement Agreement entered into by the parties and submitted to the Court on August 10, 2022, can be found on the enclosed CD as "Exhibit 3 – Settlement Agreement." The Court's Preliminary Approval Order, filed on August 12, 2022, is also included on the enclosed CD as "Exhibit 4 – Preliminary Approval Order."

5. **28 U.S.C. § 1715(b)(5)-Any Settlement or Other Agreements:** Other than the Settlement Agreement, no other settlements or other agreements have been contemporaneously made between the Parties.

6. **28 U.S.C. § 1715(b)(6)-Final Judgment:** The Court has not issued a Final Judgment or notice of dismissal as of the date of this CAFA Notice.

7. **28 U.S.C. § 1715(b)(7)(B)-Estimate of Class Members:** The Settlement Class is defined as "All residents who (1) rented an Avis or Budget vehicle from a company owned location in the U.S. during the Class Period and (2) in connection with the rental paid Avis, Budget or their electronic toll processing administrator, HTA, for their use of e-Toll." Below is a table representing the projected settlement amounts per class member based on the number of rental transactions that they engaged in. Approximately 96.4% of Class Members have seven or fewer rental transactions eligible for reimbursement under the terms of the Settlement Agreement. These numbers are still under review and are subject to revision prior to issuance of the class notice. The Settlement Class contains approximately 8,400,000 Class Members located throughout the United States. An approximate breakdown of class members by state can be found on the enclosed CD as "Exhibit 5 – Class Members by State."

Average settlement amount based on the total number of rental transactions (prior to pro rata reduction, if any)

Number of Rental Transactions	Average Settlement Amount
1	$9.36
2	$18.13
3	$24.89
4	$31.58
5	$38.13
6	$44.61
7	$46.06

8. **28 U.S.C. §1715(b)(8)-Judicial Opinions Related to the Settlement:** The Court has issued a Preliminary Approval Order related to the Settlement, as set forth in Exhibit 4.

If you have questions or concerns about this notice, the proposed settlement, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact this office.

Sincerely,

Angeion Group
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
(p) 215-563-4116
(f) 215-563-8839

Enclosures

Exhibit B

From Email: DoNotReply@eTollSettlement.com
From Name: *Avis Budget Group E-Toll* Settlement Administrator
Subject: Notice of Class Action and Proposed Settlement

Notice ID:
Confirmation Code:

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

If you are a U.S. resident who paid an e-Toll-Related Charge in connection with renting an Avis or Budget vehicle in the U.S. from April 1, 2007 through December 31, 2015, you may be eligible for a payment from a class action Settlement.

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

- A Settlement has been reached with Avis Budget Group, Inc. ("ABG") and Highway Toll Administration, LLC ("HTA") (collectively, the "Defendants") in a class action lawsuit about the toll-related charges associated with the "e-Toll" electronic toll payment system.

- You are receiving this email because your email address was associated with a rental in Defendants' records. You are included in this Settlement as a Class Member if you are a U.S. resident who (1) rented an Avis or Budget vehicles from a company owned location in the United States from April 1, 2007 through December 31, 2015 ("Class Period") (for rental transactions originating in Florida, Colorado and Texas, the Class Period is March 2, 2009 through December 31, 2015), and (2) in connection with that rental, paid Avis, Budget or their electronic toll processing administrator, HTA, for use of their e-Toll.

- Your rights are affected whether you act or don't act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	This is the only way to receive a payment from this Settlement. If you submit a Claim Form, you will give up the right to sue the Defendants in a separate lawsuit about the legal claims this Settlement resolves.	**February 28, 2023**
EXCLUDE YOURSELF	Get no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims this Settlement resolves.	**December 24, 2022**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not exclude yourself from the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. If you object, you may still submit a claim form . You may object to the Settlement and ask the Court for permission to speak at the Final Approval Hearing about your objection.	**December 24, 2022**

DO NOTHING	Unless you exclude yourself, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants about the legal claims resolved by this Settlement.	No Deadline

Am I a Class Member?

You are included in this Settlement as a Class Member if you are a U.S. resident who (1) rented an Avis or Budget vehicle from a company owned location in the United States from April 1, 2007 through December 31, 2015 ("Class Period") and (2) in connection with that rental, paid Avis, Budget or their electronic toll processing administrator, HTA, for use of their e-Toll. For rental transactions originating in Florida, Colorado and Texas, the Class Period is March 2, 2009 through December 31, 2015.

What benefit can I get from the Settlement?

Each Class Member who submits a timely and valid claim will receive a partial reimbursement of eligible e-Toll-Related Charges. Settlement claims will only be paid on the first seven (7) eligible rental transactions. Settlement amounts will vary based on how many eligible rental transactions you had and how much you paid in e-Toll Related Charges. Visit www.eTollSettlement.com. for more information about the reimbursement amount calculations. You must complete and submit a Claim Form by February 28, 2023. Claim Forms may be submitted online at www.eTollSettlement.com.or printed from the website and mailed to the Settlement Administrator. Claim Forms submitted by mail must be postmarked no later than February 28, 2023. The Settlement only includes e-Toll Related Charges and not other charges such as time and mileage charges or fees for other ancillary products and services. The average settlement payments, based on the number of eligible rental transactions, are described below:

Number of Rental Transactions	Average Settlement Amount
1	$9.36
2	$18.13
3	$24.89
4	$31.58
5	$38.13
6	$44.61
7	$46.07

How can I exclude myself from the class?

If you don't want to make a claim and you don't want to be legally bound by the Settlement, your request to be excluded must be **mailed postmarked no later than December 24, 2022**, or you will not be able to sue, or continue to sue, the Defendants about the claims and allegations in this case. Refer to the settlement website and the full Notice for information and instructions on how to exclude yourself.

How can I object?

If you want to stay in the Settlement Class, but you want to object to the settlement and/or to Class Counsel's request for Attorneys' Fees and Costs, your objection must be filed with the Court **no later than December 24, 2022.** Refer to the settlement website and the full Notice for information and instructions on how to object.

Do I have a lawyer in this case?

Yes, if you are a Class Member. The Court has appointed the law firms of Lite DePalma Greenberg & Afanador LLC, and Abbey Spanier, LLP to represent the Class. These attorneys are called Class Counsel.

The Court's Final Approval Hearing.

The Court's Final Approval Hearing will take place on **FEBRUARY 23, 2023 at 10:00 AM** at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, to consider whether to approve (1) the settlement; (2) Class Counsel's request for Attorneys' fees and costs of up to $6,750,000; and (3) Class Representative Service Award of up to $7,500. You may appear at the Final Hearing, but you don't need to. The Court will review any objections to the Settlement at the hearing. The date of the hearing may change without further notice so please visit www.eTollSettlement.com for updated information.

Where can I get more information?

Please visit the settlement website at www.eTollSettlement.com or call toll free 1-844-448-0078 to obtain more complete information about the proposed settlement and your rights.

Exhibit C

Avis Budget Group E-Toll Settlement
Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

If you are a U.S. resident who paid an e-Toll-Related Charge in connection with renting an Avis or Budget vehicle from April 1, 2007 through December 31, 2015, you may be eligible for a payment from a class action Settlement.

For more information on the proposed settlement, to file a claim, object, or to exclude yourself, call toll-free 1-844-448-0078 or visit www.eTollSettlement.com.

916296.8

Do not contact the Court for Information about the settlement.

PRESORTED
FIRST CLASS
MAIL US
POSTAGE PAID
MAG

<<BARCODE>>
NUMERIC EQUIVALENT
Postal Service: Please do not mark barcode

Notice ID: «ID #»
Confirmation Code: «Code #»

«Company»
«First Name» «Last Name»
«Address1»
«Address2»
«City», «St» «Zip»
«Country»

PLEASE RETAIN THIS POSTCARD FOR YOUR RECORDS

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A Settlement has been reached with Avis Budget Group, Inc. ("ABG") and Highway Toll Administration, LLC ("HTA") (collectively, the "Defendants") in a class action lawsuit alleging improper collection of charges associated with use of the "e-Toll" electronic toll payment system ("e-Toll"). Defendants dispute the claims.

Am I a Class Member? You are included in this Settlement as a Class Member if you are a U.S. resident who (1) rented an Avis or Budget vehicle from a company owned location in the United States from April 1, 2007 through December 31, 2015 ("Class Period"), and (2) in connection with that rental, paid Avis, Budget, or their electronic toll processing administrator, HTA, for use of e-Toll.

What benefit can I get from the settlement? Each Class Member who submits a timely and valid claim will receive a partial reimbursement of eligible e-Toll-Related Charges. Settlement amounts will vary from an average of $9.36 for one eligible transaction to an average of $46.07 for seven eligible transactions. Visit www.eTollSettlement.com for more information. You must complete and submit a Claim Form by February 28, 2023. Claim Forms may be submitted online at www.eTollSettlement.com or printed from the website and mailed to the Settlement Administrator. Claim Forms submitted by mail must be postmarked no later than February 28, 2023.

How can I exclude myself from the class? If you don't want to make a claim and you don't want to be legally bound by the settlement, your request to be excluded must be **mailed postmarked no later than December 24, 2022** or you will not be able to sue, or continue to sue, the Defendants about the claims and allegations in this case. Refer to the settlement website and the full Notice for information and instructions on how to exclude yourself.

How can I object? If you want to stay in the Settlement Class, but you want to object to the settlement and/or to Class Counsel's request for Attorneys' Fees and Costs, your objection must be filed with the Court **no later than December 24, 2022**. Refer to the settlement website and the full Notice for information and instructions on how to object.

Do I have a lawyer in this case? Yes. The Court has appointed the law firms of Lite DePalma Greenberg & Afanador LLC, and Abbey Spanier, LLP to represent you and the Class. These attorneys are called Class Counsel.

The Court's Final Approval Hearing. The Court's Final Approval Hearing will take place on **February 23, 2023 at 10:00 AM** at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, to consider whether to approve (1) the settlement; (2) Class Counsel's request for Attorneys' fees and costs of up to $6,750,000; and (3) Class Representative Service Award of up to $7,500. You may appear at the Final Hearing, but you don't need to. The Court will review any objections to the Settlement at the hearing. The date of the hearing may change without further notice so please visit www.eTollSettlement.com for updated information.

Where can I get more information? Please visit the settlement website at www.eTollSettlement.com or call toll free 1-844-448-0078 to obtain more complete information about the proposed settlement and your rights.

916296.8

Exhibit D

Banner Ad

160x600



Banner Ad

300x50



Banner Ad

320x50



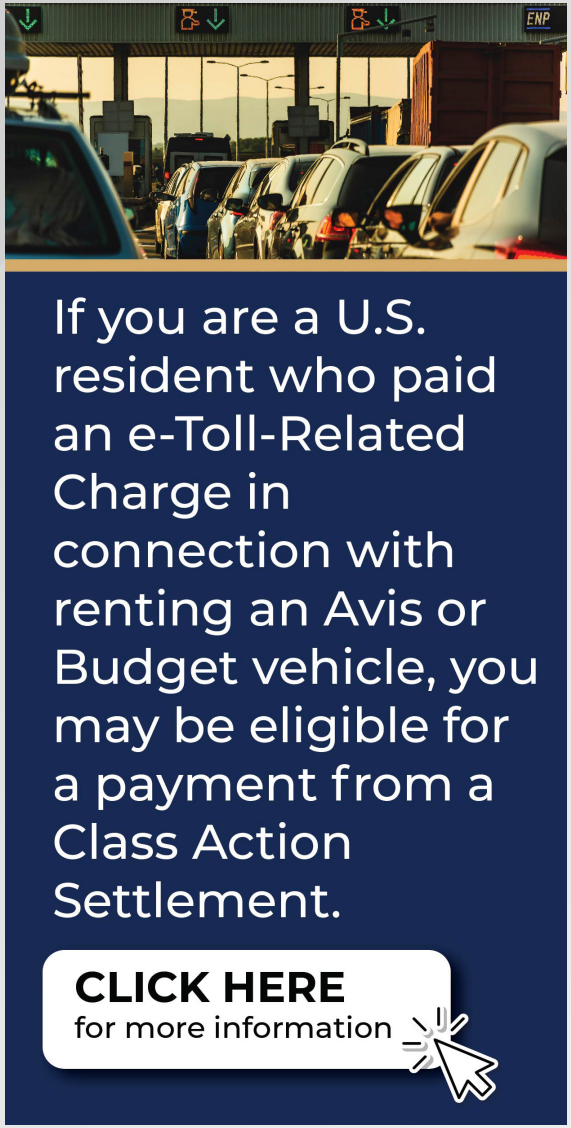
Banner Ad

300x250



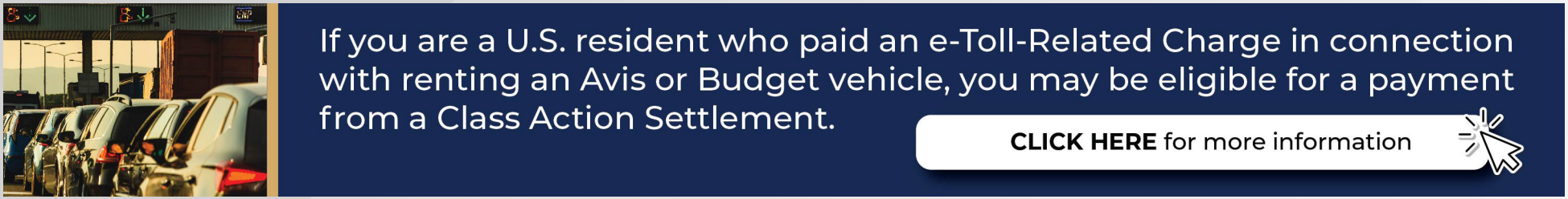
Banner Ad

300x600



Banner Ad

728x90



Banner Ad

160x600



If you are a U.S. resident who paid an e-Toll-Related Charge in connection with renting an Avis or Budget vehicle, you may be eligible for a payment from a Class Action Settlement.

CLICK HERE for more information

Banner Ad

300x50



Banner Ad

320x50



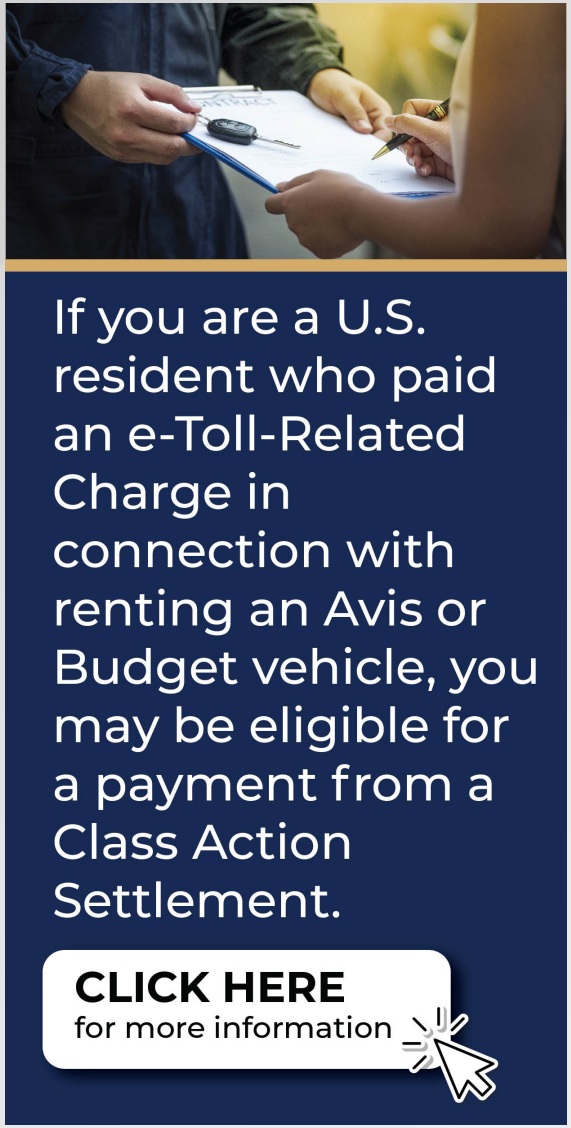
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Banner Ad

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Banner Ad

728x90

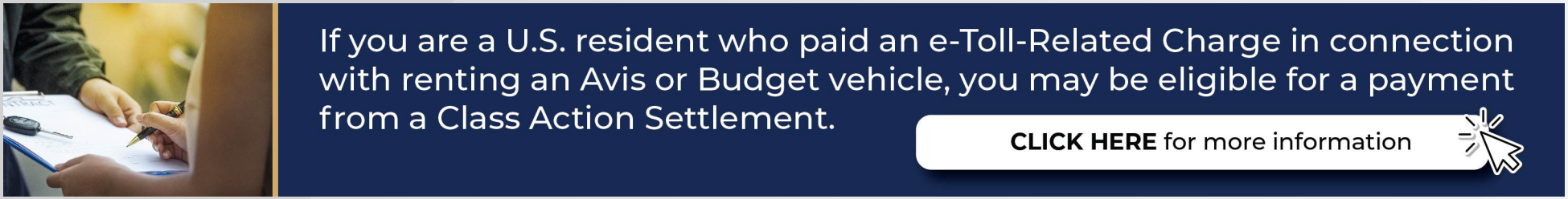
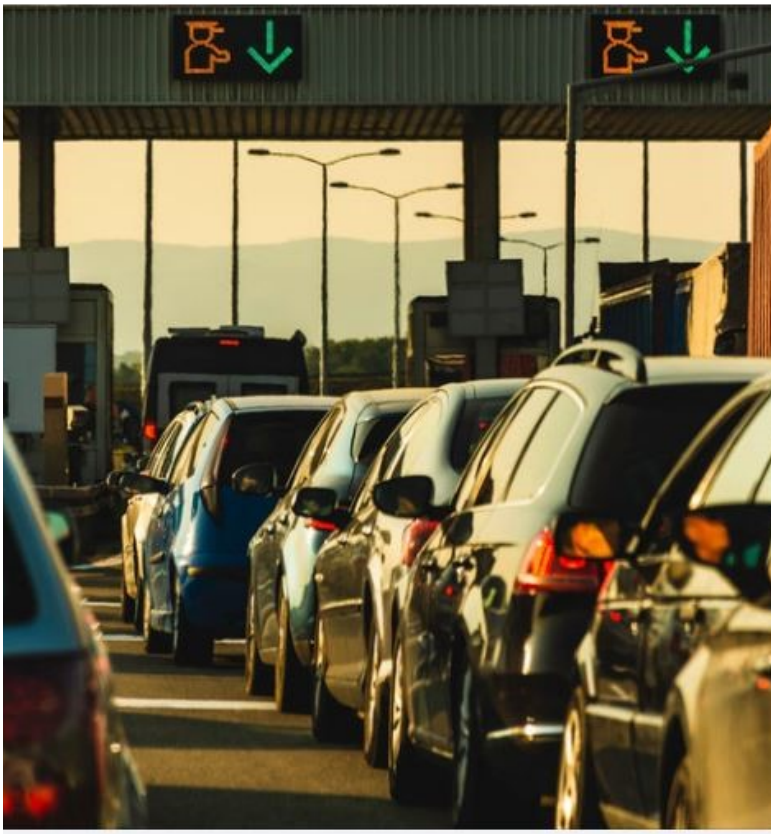


Exhibit E

Angeion Group
Sponsored ·

If you are a U.S. resident who paid an e-Toll-Related Charge in connection with an Avis or Budget vehicle, you may be eligible for a payment from a Class Action Settlement.

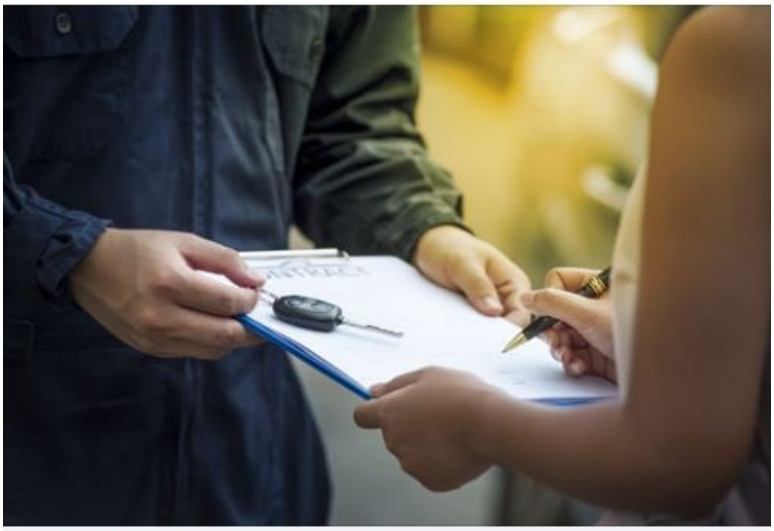


ETOLLSETTLEMENT.COM
Mendez v. Avis Budget Group, Inc., et al.
Case No. 2:11-cv-06537

Learn More

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If you are a U.S. resident who paid an e-Toll-Related Charge in connection with an Avis or Budget vehicle, you may be eligible for a payment from a Class Action Settlement.



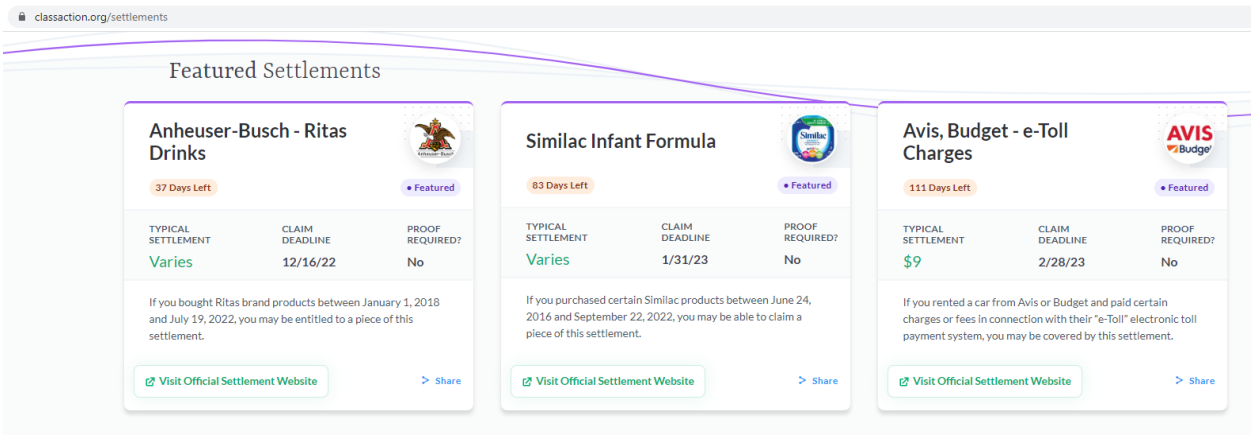
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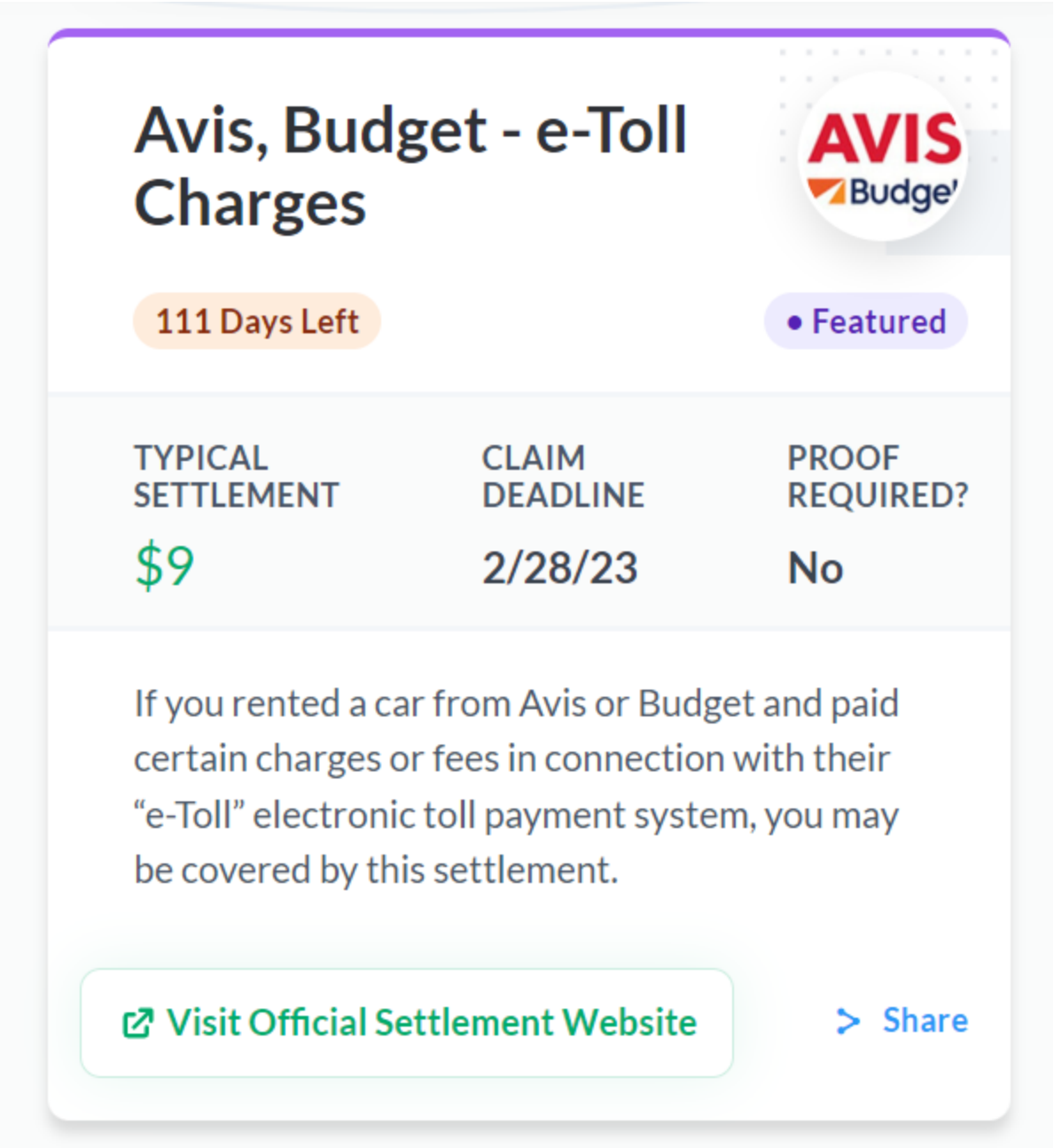
Mendez v. Avis Budget Group, Inc., et al.

Case No. 2:11-cv-06537

Learn More

Exhibit F


classaction.org/settlements
Featured Settlements
Anheuser-Busch - Ritas Drinks
37 Days Left
• Featured
TYPICAL SETTLEMENT
Varies
CLAIM DEADLINE
12/16/22
PROOF REQUIRED?
No
If you bought Ritas brand products between January 1, 2018 and July 19, 2022, you may be entitled to a piece of this settlement.
Visit Official Settlement Website
Share
Similac Infant Formula
83 Days Left
• Featured
TYPICAL SETTLEMENT
Varies
CLAIM DEADLINE
1/31/23
PROOF REQUIRED?
No
If you purchased certain Similac products between June 24, 2016 and September 22, 2022, you may be able to claim a piece of this settlement.
Visit Official Settlement Website
Share
Avis, Budget - e-Toll Charges
111 Days Left
• Featured
TYPICAL SETTLEMENT
$9
CLAIM DEADLINE
2/28/23
PROOF REQUIRED?
No
If you rented a car from Avis or Budget and paid certain charges or fees in connection with their "e-Toll" electronic toll payment system, you may be covered by this settlement.
Visit Official Settlement Website
Share


Avis, Budget - e-Toll Charges
AVIS
Budget
111 Days Left
• Featured
TYPICAL SETTLEMENT
$9
CLAIM DEADLINE
2/28/23
PROOF REQUIRED?
No
If you rented a car from Avis or Budget and paid certain charges or fees in connection with their "e-Toll" electronic toll payment system, you may be covered by this settlement.
Visit Official Settlement Website
Share

Avis Budget e-Toll related charge class action settlement

Top Class Actions | November 10, 2022

Category: Fees

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EDITOR'S NOTE: This content has been sponsored and edited for clarity in collaboration with the sponsor.

Avis Budget Group agreed to pay $45 million to resolve claims it charged renters hidden fees for electronic toll payment services.

The settlement benefits individuals who rented an Avis or Budget vehicle and paid Avis, Budget or Highway Toll Administration — an electronic toll processing administrator — for the use of e-Toll services between April 1, 2007, and Dec. 31, 2015. For rental transactions originating in Florida, Texas, and Colorado the class period is March 2, 2009, to Dec. 31, 2015.

Avis Budget Group is a car rental company that operates Avis, Budget, Zipcar and other car rental brands around the globe.

This lawsuit is about certain fees and toll-related charges associated with the "e-Toll" electronic toll payment system available for use by Avis and Budget rental vehicle customers. The plaintiff alleges the defendants breached the ABG rental agreement or the implied covenant of good faith and fair dealing by collecting these charges from customers in violation of the terms of the ABG rental agreement; violated the New Jersey Consumer Fraud Act by failing to disclose these fees; and caused unjust enrichment in the defendants' favor. The defendants deny all of the allegations in the litigation and believe the claims asserted against them are without merit.

Avis Budget hasn't admitted any wrongdoing but agreed to resolve these allegations with **a $45 million class action settlement**.

Under the terms of the settlement, class members can receive partial reimbursement of eligible e-Toll-related charges. This includes e-Toll convenience fees and toll differentials.

For each class member's first and second rental transaction, the settlement provides 80% reimbursement for eligible e-Toll charges. For a class member's third through seventh rental transaction, the settlement provides 65% reimbursement of eligible e-Toll charges. Payments may be reduced if class members were previously refunded by Avis Budget or paid by a third party through a central billing account.

Exact payments will vary depending on the number of rental transactions claimed by class members and the amount they paid in e-Toll charges for each transaction. According to the settlement, average settlement amounts are projected between $9.36 for one rental transaction and $46.07 for seven rental transactions.

The final approval hearing for the Avis Budget toll fees settlement is scheduled for Feb. 23, 2023.

In order to receive settlement benefits, class members must submit a valid claim form by Feb. 28, 2023.

Who's Eligible

Individuals who rented an Avis or Budget vehicle and paid Avis, Budget or HTA — an electronic toll processing administrator — for the use of e-Toll services between April 1, 2007, and Dec. 31, 2015. For rental transactions originating in Florida, Texas and Colorado, the class period is March 2, 2009, through Dec. 31, 2015.

Potential Award

Varies

Proof of Purchase

Proof of purchase not applicable

Claim Form

CLICK HERE TO FILE A CLAIM »

NOTE: If you do not qualify for this settlement do NOT file a claim.

Remember: you are submitting your claim *under penalty of perjury*. You are also harming other eligible Class Members by submitting a fraudulent claim. If you're unsure if you qualify, please read the FAQ section of the Settlement Administrator's website to ensure you meet all standards (Top Class Actions is not a Settlement Administrator). If you don't qualify for this settlement, check out our database of other **open class action settlements** you may be eligible for.

Claim Form Deadline

02/28/2023

Case Name

Mendez v. Avis Budget Group Inc. et al., Case No. 2:11-cv-06537-CCC-JSA (D.N.J.) in the District Court for the District of New Jersey

Final Hearing

02/23/2023

Settlement Website

EtollSettlement.com

Claims Administrator

Avis Budget Group E-Toll Settlement
c/o Settlement Administrator
1650 Arch Street Suite 2210
Philadelphia, PA 19103
info@eTollSettlement.com
844-448-0078

Class Counsel

Joseph J. DePalma
LITE DEPALMA GREENBERG & AFANADOR LLC

Judith L. Spanier
ABBEY SPANIER LLP

Defense Counsel

Paul J. Halasz
Paul R. Marino
DAY PITNEY LLP

Exhibit G

Mendez v. Avis Budget Group, Inc. et al.
Exclusion List

	First Name	Last Name
1	ANTHONY J	ABBATE
2	ANDREW M	ANDREWS III
3	VINCENTA R	BARNES
4	DANIEL JAMES	COBB
5	MARGAUX	HELVEY
6	VINCE	LOPRESTO
7	SHARON L	MCDANIEL
8	GEORGE	NITSOS
9	OWEN	OCHS
10	BRENT D	OVERCASH
11	JASON	SIEM
12	JOE	SMITH
13	MARTHA	SMITH
14	JOHN	ULRICH
15	CHAD	WALKER
16	TRIFONE	WHITMAR

EXHIBIT B

LITE DEPALMA GREENBERG & AFANADOR, LLC
Joseph J. DePalma
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Newark, New Jersey 07102
Telephone: (973) 623-3000
Facsimile: (973) 623-0858
jdepalma@litedepalma.com

Attorneys for Plaintiff and the Settlement Class

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JOSE MENDEZ, Individually and On Behalf Of All Others Similarly Situated, *Plaintiff*, vs. AVIS BUDGET GROUP, INC. d/b/a BUDGET RENT A CAR SYSTEM, INC. and AVIS RENT A CAR SYSTEM, LLC; and HIGHWAY TOLL ADMINISTRATION, LLC, *Defendants*.	Civil Action No. 11-6537(CCC)(JSA) **DECLARATION OF JOSEPH J. DEPALMA IN SUPPORT OF PLAINTIFF'S MOTION FOR AWARD OF ATTORNEYS' FEES AND LITIGATION COSTS**

I, Joseph J. DePalma, declare and state as follows:

1. I am the managing member of the law firm of Lite DePalma Greenberg & Afanador, LLC. I submit this declaration in support of Plaintiff's application for an award of attorneys' fees and reimbursement of costs in connection with the services rendered in this litigation. I make this declaration based on my own personal knowledge, and if called as a witness, I could and would competently testify to the matters stated herein.

2. My firm has served as Co-Lead counsel to Plaintiff during the course of this litigation.

3. Lite DePalma Greenberg & Afanador, has prosecuted this litigation solely on a contingent basis, and has been at risk that it would not receive any compensation for prosecuting claims against the Defendants.

4. During the pendency of the litigation, as Co-Lead Counsel, Lite DePalma Greenberg & Afanador has been actively involved in all litigation decision making as well as all aspects of this case. My firm has been active in every facet of this litigation, including researching facts and drafting the initial complaint, drafting the opposition to the motion to dismiss, extensive fact discovery including reviewing thousands of documents and rental transaction databases, taking and defending fact depositions at locations throughout the country, working with marketing and damages experts to prepare reports and supplements to those reports, taking and defending expert depositions, drafting briefing for class certification and the renewed motion for class certification, extensively working on written discovery, as well as briefing regarding spoliation, opposing Defendants' appeal to the Third Circuit, drafting mediation statements and participating in those mediations, and most recently selecting and working with the Claims Administrator to prepare Notice and Claims documents in preparation of the Settlement. Additional information about the current members of my firm, as well as the primary attorneys who worked on this litigation but have left the firm, can be found at Exhibit 1.

5. Attached hereto as Exhibit 2 is a table detailing my firm's total hours and lodestar, computed at current rates, from inception of the case through November 23, 2022. The total number of hours spent by Lite DePalma Greenberg & Afanador during this period was 4,855.80, with a corresponding lodestar of $3,133,935.00. This summary was prepared from

contemporaneous, daily time records regularly prepared and maintained by my firm. The lodestar amount reflected in Exhibit 2 is for work performed by attorneys and professional staff at my law firm for the benefit of Plaintiff and the Class. I anticipate that my firm will continue to expend time and money in this case going forward in order to ensure the completion of the Settlement administration and distribution should the Court finally approve the Settlement.

6. The current hourly rates for attorneys and professional staff in my firm included in Exhibit 2 are the usual and customary hourly rates charged by Lite DePalma Greenberg & Afanador in similar types of actions. In addition, my firm and/or I have submitted fee petitions in other cases that have reported hourly rates as amounts comparable to those sought herein, and courts have approved an award of attorneys' fees in such cases. Recent examples include: *In re Pork Antitrust Litigation*, Case No. 18-cv-1776 (D.C. Minn.); *Zeiger v. Wellpet LLC*, Case No. 3:17-cv-4056 (N.D. Ca.); *Nicolas v. The Trustees of Princeton University*, Case No. 2:17-cv-3695 (D.N.J).

7. My firm has expended a total of $135,678.96 in unreimbursed costs in connection with the prosecution of this litigation. These costs are summarized in the chart attached hereto as Exhibit 3. They were incurred on behalf of Plaintiff and the Class by my firm on a contingent basis and have not been reimbursed. The expenses incurred in this action are reflected on the books and records of my firm. These books and records are prepared from expense vouchers, check records and other source materials and represent an accurate recordation of the expenses incurred.

8. I have reviewed the time and expenses reported by my firm in this case which are included in this declaration, and I affirm that they are true and accurate.

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

Executed this 1st day of December, 2022 at Newark, New Jersey.

/s/ Joseph J. DePalma
Joseph J. DePalma

EXHIBIT 1

LITE DEPALMA GREENBERG & AFANADOR

FIRM BIOGRAPHY

LITE DEPALMA GREENBERG & AFANADOR, LLC

December 2022

Lite DePalma Greenberg & Afanador, LLC is a general practice law firm, with offices in Newark and Philadelphia. The firm specializes in commercial and complex litigation with a concentration in class action matters in the areas of securities, antitrust, and consumer fraud. More detail about the firm and its attorneys appears on its website, www.litedepalma.com.

Diversity and Inclusiveness: Our Tradition

Lite DePalma Greenberg & Afanador, LLC has a long-standing tradition of recruitment, retention, and advancement of women and minority attorneys. The firm did not attain its diverse team of partners, associates, and staff as a result of a contemporary mission to create diverse workplaces. Long before multiculturalism became the trend, Lite DePalma Greenberg & Afanador, LLC was committed to diversity in the workplace. Having elected its first minority attorney to the partnership over a decade ago, the firm has continually maintained a team of partners, associates, and staff that is representative of various multicultural backgrounds. The firm currently boasts a team comprised of 50% women and/or minority attorneys, including at the partnership level. We are also committed to staffing cases with a diverse team of seasoned attorneys who are capable of tending to the needs of our clients in today's increasingly diverse global economy. To that end, Lite DePalma Greenberg & Afanador, LLC actively recruits women and minority attorneys and regularly staffs its summer associate positions with law students participating in the Rutgers Minority Student Program. We are immensely proud to have been part of that journey and have witnessed firsthand how this type of trail blazing motivates and inspires our young associates.

Community and Leadership: Our Devotion to the Development of the Newark Community and Minority / Socioeconomically Disadvantaged Groups

Founded in 1978, our law firm began its practice in Newark, New Jersey and has remained a Newark resident at all times. As a proud member of the Newark community, Lite DePalma Greenberg & Afanador, LLC supports its local charitable, educational, cultural, and pro bono legal institutions. The firm is heavily involved with Newark's educational institutions. The firm has participated in a summer hiring program that employs minority students from University High School on a part-time basis in order to provide inner city students with valuable exposure to a law practice. It also supports Newark's law schools by supporting Seton Hall and Rutgers-Newark, financially and otherwise. Our attorneys are deeply committed to both schools and regularly volunteer their time in alumni, moot court, and other programs. In the cultural arena, the firm was a Founding Sponsor of the New Jersey Performing Arts Center in Newark and a consistent financial supporter of NJPAC since its inception. Among the pro bono legal institutions that Lite DePalma Greenberg & Afanador, LLC has actively assisted are Consumers League of New Jersey and the Center for Auto Safety in Washington, DC. The firm successfully represented both organizations as amicus curiae in cases before the Supreme Court of New Jersey. Additionally, several of our attorneys were among the first in New Jersey to handle pro bono appeals in the New Jersey Appellate Division's Pro Bono Civil Pilot Program and have participated in several pro bono matters.

Loyalty: Our Commitment to Family and Personal Relationships

Lite DePalma Greenberg & Afanador, LLC has long-realized that promoting healthy family and personal relationships is a key component to building a successful and cohesive practice. Mindful of the increase in dual income families, the firm strives to create an

environment that is respectful of family obligations. Lite DePalma Greenberg & Afanador, LLC endeavors to facilitate flexible work arrangements by offering a fair family leave policy, flex-time, and telecommuting.

MEMBERS OF THE FIRM

JOSEPH J. DEPALMA (Newark Office), the Firm's Managing Member, has a vast breadth of experience in many types of class action cases involving securities, ERISA, antitrust, product liability, and consumer fraud. Mr. DePalma also handles shareholder derivative litigation, commercial litigation, and transactional matters for the firm's corporate clients. He has a Masters Degree in Business Administration and a J.D. degree from Seton Hall University School of Law.

Mr. DePalma has served as Co-Lead Counsel for the State of New Jersey, Division of Investment, as Lead Plaintiff in two prominent class actions that have resulted in significant recoveries: *Reginald Newton v. Tenet Healthcare Corp.,* (Tenet Healthcare Securities Litigation), cv-02-8462-RSWL (C.D. Cal.) ($281.5 million settlement); *In re Motorola Securities Litig.*, Civ. No. 03-C-287 (N.D. Ill.) ($193 million settlement reached three business days before trial).

Mr. DePalma has also played an active role in obtaining settlements in numerous recognized class actions comprising some of the largest settlements in the nation. Included in such cases are: *In re Prudential Ins. Co. of America Sales Practices Litig.*, 148 F.3d 283 (3d Cir. 1998) (over $4 billion paid out in largest insurance sales practices settlement ever) (Liaison Counsel); *In re Lucent Technologies Securities Litig.*, Civil Action No. 00cv621(AJL) (D.N.J.), reported opinions, 2003 WL 25488395 (D.N.J. Dec. 15 2003), 2002 WL 32815233 (D.N.J. July

16, 2002), 217 F. Supp. 2d 529 (D.N.J. 2002), 2002 WL 32818345 (D.N.J., May 9, 2002), 221 F. Supp. 2d 463 (D.N.J. 2001), 221 F. Supp. 2d 472 (D.N.J. 2001) (approximate $610 million settlement) (Liaison Counsel); *Galanti v. Goodyear*, Civil Action No. 03-209(SRC) (D.N.J.) ($300 million product liability settlement) (Liaison Counsel); *In re Aremissoft Corp. Securities Litig.,* Civil Action No. 01-CV-2486 (JAP) (D.N.J.), reported opinion, 210 F.R.D. 109 (D.N.J. 2002) (over $250 million recovered to date; case is ongoing) (Liaison Counsel); *In re Royal Dutch/Shell Transport Litigation*, Civil Action No. 04-1398 (JWB) (D.N.J.), reported opinions, 404 F. Supp. 2d 605 (D.N.J. 2005), 380 F. Supp.2d 509 (D.N.J. 2005) ($90 million ERISA settlement, the largest settlement ever under ERISA) (Liaison Counsel); *P. Schoenfeld Asset Management, LLC v. Cendant Corp.*, Civil Action No. 98-4734(WHW) ($26 million settlement after precedent-setting decision in same case, *Semerenko v. Cendant Corp.*, 223 F.3d 165 (3d Cir. 2000)) (Liaison Counsel); *Steiner v. MedQuist,* Civil Action No. 04-CV-05487-JBS (D.N.J.), reported opinion, 2006 WL 2827740 (D.N.J. Sept. 29, 2006) ($7.75 million) (Liaison Counsel); *In re Tellium Securities Litig.,* No. 02-CV-5878 (FLW) (D.N.J.), reported opinion, 2005 WL 1677467 (D.N.J. June 30, 2005) ($5.5 million) (Liaison Counsel), and; *In re NUI Securities Litig.,* Civil Action No. 02-CV-5220 (MLC) (D.N.J.), reported opinion, 314 F. Supp. 2d 388 (D.N.J. 2004) ($3.5 million) (liaison counsel).

Mr. DePalma's years of experience also include the following major matters: *In re Computron Software, Inc. Securities Litig.*, Civil Action No. 96-1911 (AJL) (approximate $15 million settlement) (Liaison Counsel); *In re USA Detergents, Inc. Securities Litigation*, Master File No. 97-2459 (MTB), District of New Jersey ($10 million settlement) (Liaison Counsel); *In re: The Children's Place Securities Litig.*, Master File No. 97-5021 (JCL), District of New

Jersey, reported opinion,1998 WL 35167284 (D.N.J. Sept. 4, 1998) ($1.7 million settlement) (Liaison Counsel); *Arthur Fields, et al. v. Biomatrix, Inc., et al.*, Civil Action No. 00-CV-3541 (WGB), District of New Jersey ($2.45 million settlement) (Liaison Counsel), and *In re Atlas Mining Securities Litig.*; Civil Action No. 07-428-N-EJL (D. Idaho) ($1.25 million) (Lead Counsel).

Some of Mr. DePalma's other court approved class action and mass action settlements, involved product liability, takeover and ERISA matters. In a complex MDL mass action proceeding involving the illegal harvesting of body parts and the untested surgical implanting of those parts, Mr. DePalma, along with a team of nationally recognized colleagues, achieved a global settlement in a case captioned *In re Human Tissue Product Liability Litig.* (D.N.J.). Mr. DePalma achieved a settlement on behalf of shareholders in tender offer litigation, captioned *In re Alpharma Shareholder Litigation*, (N.J. Superior Ct.). In a complex ERISA matter involving two appeals to the Third Circuit, Mr. DePalma obtained a settlement of $8.5 million on behalf of a class of participants in a retirement plan alleging breaches of fiduciary duties. *In re Schering-Plough Corporation ERISA Litigation*, (D.N.J.). In another ERISA matter, Mr. DePalma was co-lead counsel in *Nicolas V. The Trustees Of Princeton University,* (D.N.J.), where he achieved a settlement of $1.9 million for the class. In a case asserting the first federal claim that a bitcoin is a security, *In re Tezos Securities Litigation*, (N.D. Cal.), Mr. DePalma was instrumental in having achieved an $8.3 million settlement.

Mr. DePalma has also achieved excellent results for clients in other areas of litigation. Among other things, he won large settlements for a condominium association on construction defect and legal malpractice claims and has successfully handled securities arbitrations as well.

Mr. DePalma has lectured in the areas of class action law and in complex commercial litigation. He has also served as a member of the New Jersey Supreme Court's District Ethics Committee.

Mr. DePalma served on the Board of Visitors of the Seton Hall University School of Law from 2011 to 2022. Mr. DePalma served as co-chair of the law school's Small Firm Committee and was a member of its Diversity Counsel.

Mr. DePalma was named as a New Jersey Super Lawyer in the 2007-2021 issues of *New Jersey Monthly* magazine. He was also named to ALM's 2012 "New Jersey Top Rated Lawyers," listed under "Business & Commercial."

BRUCE D. GREENBERG (Newark Office) has served as Co-Lead Counsel, Executive Committee or Steering Committee member, or Liaison Counsel in major antitrust, defective products, consumer fraud, and securities class action cases. He also handles sophisticated appellate, commercial and real estate litigation.

A number of Mr. Greenberg's class action cases have resulted in significant settlements. Among his federal court class action successes are a settlement worth more than $750 million for a nationwide class in *Varacallo v. Massachusetts Mutual Life Ins. Co.*, 226 F.R.D. 207 (D.N.J. 2005) (Co-Lead Counsel), an insurance sales practices case, a $35.75 million nationwide class settlement in *In re STEC Securities Litig.*, No. SACV 09-01304-JVS (MLGx) (Co-Lead Counsel), a securities fraud case, *Cole v. NIBCO, Inc.*, No. 13-7871 (FLW) (TJB) (Co-Lead Counsel), a $43.5 million nationwide settlement in a defective products case, a nationwide consumer settlement worth up to $13 million in *Schwartz v. Avis Rent a Car System, LLC*, Civil Action No. 11-4052 (JLL) (Co-Lead Counsel), a highly valuable nationwide settlement in *In re*

Samsung DLP Television Class Action Litigation, Civil Action No. 07-2141 (GEB) (MCA) (Executive Committee), settlements totaling over $200 million for a nationwide class in the multidistrict antitrust litigation captioned *In re Insurance Brokerage Antitrust Litigation*, MDL No. 1663, Civil Action No. 04-5184 (FSH) (District of New Jersey) (Liaison Counsel), and another antitrust class action, *In re Liquid Aluminum Sulfate Antitrust Litigation*, MDL No. 2687, Civil Action No. 16-md-2687 (JLL) (JAD) (District of New Jersey) (Steering Committee and Liaison Counsel), which produced settlements totaling over $90 million for a nationwide class. His efforts as Co-Lead Counsel for certified classes in the United States District Court for the Western District of Pennsylvania (*Zeno v. Ford Motor Co.*, 238 F.R.D. 173 (W.D. Pa. 2006), and 480 F. Supp. 2d 825 (W.D. Pa. 2007)) and in the Superior Court of New Jersey, led to a four-state settlement that afforded full benefit of the bargain relief to consumers in *Pedersen v. Ford Motor Co.*, No. GIC 821797 (Cal. Super Ct.). Mr. Greenberg was also instrumental in *In re Motorola Securities Litig.*, Civ. No. 03-C-287 (N.D. Ill.), where Lite DePalma Greenberg & Afanador, LLC, as Co-Lead Counsel, achieved a $193 million settlement just three business days before trial was to begin.

Mr. Greenberg's New Jersey state court class actions include a settlement valued at $8.6 million for a nationwide class of current and former merchants in *Roma Pizzeria v. Harbortouch f/k/a United Bank Card*, Docket No. HNT-L-637-12 (Co-Lead Counsel); a $100 million settlement for a nationwide consumer class in *Friedman v. Samsung Electronics America, Inc.*, Docket No. BER-L-7250-01 (Liaison Counsel), a comparably sized settlement for a nationwide consumer class in *Summer v. Toshiba America Consumer Products, Inc.*, Docket No. BER-L-7248-01 (Liaison Counsel), another nationwide consumer class settlement in *Barrood v. IBM*,

Docket No. MER-L-843-98 (Co-Lead Counsel), which afforded class members full benefit of the bargain relief, (Co-Lead Counsel), a settlement for a New Jersey consumer class worth over $7 million in *Delaney v. Enterprise Rent-A-Car Co.*, Docket No. OCN-L-1160-01 (Co-Lead Counsel), a $4.5 million settlement for a New Jersey consumer class in *DeLima v. Exxon*, Docket No. HUD-L-8969-96 (Co-Lead Counsel), and an unprecedented settlement in a class action involving a merger, *Rubin v. Mercer Insurance Group, Inc., et al.*, Docket No. MER-C-102-10 (Co-Liaison Counsel), which afforded stockholders the opportunity to review forward looking financial information of the company, thus allowing shareholders to make a more informed decision concerning the merger.

A 1982 graduate of the Columbia University School of Law, Mr. Greenberg clerked for Justice Daniel J. O'Hern of the Supreme Court of New Jersey for the 1982-83 Term. Before joining the firm, Mr. Greenberg was a partner at one of New Jersey's largest law firms.

Mr. Greenberg appears regularly in the appellate courts. He has argued twelve times in the Supreme Court of New Jersey, three cases in the Third Circuit Court of Appeals, and over 50 cases in New Jersey's Appellate Division. Over 40 of his cases have resulted in published, precedential opinions, including major decisions on class actions, mass torts, zoning and land use, restrictive employment covenants, real estate brokerage, and other topics.

Among his many other publications, Mr. Greenberg is the author of the chapter entitled "Supreme Court Review" in *New Jersey Appellate Practice Handbook* (New Jersey ICLE), co-author, with Susana Cruz Hodge, of the chapter entitled "Class Action Litigation" in *New Jersey Federal Civil Procedure* (NJLJ Books (1st ed. 1999 and annual supplements)), and author of "Keeping the Flies Out of the Ointment: Restricting Objectors to Class Action Settlements," 84

St. John's L. Rev. 949 (2010). That and other law review articles that he has written have been cited with approval by the Supreme Court of New Jersey, the Appellate Division, and federal and state courts in other jurisdictions. Mr. Greenberg has lectured on class actions for both New Jersey and Pennsylvania CLE, and he delivered the 27th annual Evangelides Memorial Lecture at Rutgers University's Eagleton Institute on the topic "Class Action Litigation: Who Benefits?" He has served as an expert witness on attorneys' fees in class actions and Chancery litigation. He has also spoken on civil trial preparation, appellate practice and other subjects. Mr. Greenberg also writes the New Jersey Appellate Law blog, http://appellatelaw-nj.com, New Jersey's foremost appellate blog, since 2010.

Mr. Greenberg belongs to the New Jersey State Bar Association and was Chair of the Association's Appellate Practice Committee from 2004-2006. He is a past Co-Chair of the NJSBA's Class Actions Committee, a position he held from 2008-2016. From 1991-2006, Mr. Greenberg was a member of the Supreme Court of New Jersey Committee on Character. He was also one of the founding members, and a past Chair, of the New Jersey Law Firm Group, a consortium of major law firms to advance hiring of minority lawyers.

Mr. Greenberg has been named to the "New Jersey Super Lawyers" list, for "Appellate Practice," in *New Jersey Monthly* magazine every year since 2005, when that list was first published, and has twice been named to the "New Jersey Super Lawyers" Top 100, most recently in 2020. Mr. Greenberg has been listed in "Best Lawyers in America®" in 2019 and 2020, for "Appellate Practice." He was also named to ALM's 2012 "New Jersey Top Rated Lawyers," listed under "Commercial Litigation." Mr. Greenberg has an "AV" rating from Martindale-Hubbell.

VICTOR A. AFANADOR (Newark Office) handles litigation and trials of civil and criminal cases. His experience includes public entity tort liability defense, employment related defense of CEPA and LAD matters, police related state and federal civil rights defense, condemnation and redevelopment law, complex commercial litigation, and criminal defense. In addition, Mr. Afanador served from September 1999 through May of 2005 as Deputy Director of Law for the City of Perth Amboy. In that capacity, he provided counsel to the Mayor, the City Council, and City department directors on legal matters.

Mr. Afanador has successfully tried to verdict jury and bench trials in civil rights and redevelopment law matters. He has also tried public entity employee termination hearings before the Office of Administrative Law and numerous matters of many types in Municipal Court. He also litigated and managed the condemnation of sixteen properties in a single municipality.

In addition to his trial work, Mr. Afanador has argued before the Superior Court of New Jersey, Appellate Division. His published opinions include *Deegan v. Perth Amboy Redevelopment Agency*, 374 N.J. Super. 80 (App. Div. 2005). Mr. Afanador has also applied his investigative skills in the class action area. He interviewed Spanish-speaking employees and prepared a report for the Court as part of the firm's responsibilities as Class Administrator for an employment discrimination class action.

Mr. Afanador clerked for Judges Mathias E. Rodriguez and Frederick P. DeVesa, Superior Court of New Jersey, Law Division Criminal Part, in Middlesex County from 1998-1999.

Mr. Afanador was appointed by the Essex County Executive in September of 2005 to serve as a Commissioner on the Essex County Board of Public Utilities. He is a member of the

New Jersey State Bar Association, The Association of the Federal Bar of the State of New Jersey, Seton Hall University School of Law Alumni Association, the Essex County Bar Association, and the Hispanic Bar Association of New Jersey. He is a 2003 Graduate of the Leadership Newark Fellowship Program and has served on the African Globe Theatreworks Board of Directors, a professional theater company based in Newark, New Jersey.

Mr. Afanador was designated a Rising Star in the May 2006, May 2007, May 2008, May 2009, May 2010, May 2011, May 2012, and May 2013 issues of *New Jersey Monthly* magazine. He was also named to the "40 Under 40" issue by the New Jersey Law Journal in 2010.

SUSANA CRUZ HODGE (Newark Office) is a member of Lite DePalma Greenberg & Afanador, LLC and focuses her practice on class actions. Her primary focus is on product liability and consumer fraud cases. Ms. Hodge has participated in numerous consumer cases, including *Cole v. NIBCO, Inc.*, No. 13-CV-07871 (D.N.J.), a case involving defective plumbing piping, tubing and fixtures that resulted in a nationwide consumer settlement worth $44 million; *Schwartz v. Avis Rent a Car System, LLC*, No. 11-4052 (D.N.J.), a case involving fraudulent fee charges that resulted in a nationwide consumer settlement worth up to $13 million; *In re Shop-Vac Marketing and Sales Practices Litig.*, No. 4:12-MD-2380 (M.D. Pa.), a case involving misrepresentation of the peak horsepower of wet/dry vacuums that resulted in a nationwide settlement fund valued at $174 million; and *Mendez v. Avis Budget Group, Inc.*, No. 11-cv-6537 (D.N.J.), where a nationwide class of over 10 million consumers has been certified.

Recently, Susana was appointed as a member of the Executive Committee in *In re Robinhood Outage Litigation,* No. 20-01626-JD (N.D. Cal.), which was filed on behalf of users of Robinhood's trading platform who were unable to access their brokerage accounts on March

2, 2020, a day that saw the biggest ever point gain in a single day with Dow Jones Industrial Average rising over 1,294 points, the S&P 500 rising 136 points, and the Nasdaq rising 384 points. Ms. Hodge is also currently actively involved in representing plaintiffs in several consumer class actions involving heavy metals, BPA, and other contaminants and toxins in food, including, *Colangelo v. Champion Petfoods USA, Inc. et al.,* No. 6:18-cv-01228 (N.D.N.Y.), *Zarinebaf et al v. Champion Petfoods USA, Inc. et al.*, No. 1:18-cv-06951 (N.D. Ill.), *In Re: Big Heart Pet Brands Litigation*, No. 4:18-cv-00861 (N.D. Cal.), *Grossman v. Schell & Kampeter, Inc.*, No. 2:18-cv-02344 (E.D. Cal.), and *Zeiger v. WellPet LLC*, No. 3:17-cv-04056 (N.D. Cal.), where a class of California dog food purchasers was recently certified.

Ms. Hodge also represents individual parties in general business disputes arising from breach of contract and fraud, as well as employment-related issues. In her capacity as a commercial litigator, Susana represented a major food and beverage company in recovering millions of dollars fraudulently converted in a Ponzi scheme. She has also represented a struggling local business in closing its doors without filing bankruptcy, which involved negotiating settlements with nearly 100 creditors and successfully pursuing claims against various debtors. Susana has investigated, negotiated, and litigated claims by subcontractors and material suppliers in a range of construction-related contractual disputes. Susana has also filed and defended commercial and residential construction liens, and payment and performance bond surety claims in cases involving public and private construction projects.

Ms. Hodge has briefed and argued before the United States Court of Appeals for the Seventh Circuit, the U.S. District Court for the District of New Jersey, and the New Jersey Superior Court. Ms. Hodge has also participated in appeals to the United States Court of Appeals

for the Third, Seventh, and Ninth Circuits, as well as to the Appellate Division of the New Jersey Superior Court involving constitutional and employment law, rent control, and commercial leasing issues.

Ms. Hodge was one of the first attorneys in New Jersey to handle pro bono appeals in the New Jersey Appellate Division's Pro Bono Civil Pilot Program and has participated in several pro bono matters. Most recently, Ms. Hodge represented an individual in an emergency application to the New Jersey Appellate Division, which led to the client avoiding eviction, and secured a dismissal of a temporary restraining order in another matter that would have imposed automatic prison time for her client.

Ms. Hodge is co-author, with Bruce D. Greenberg, of the chapter entitled "Class Action Litigation" in New Jersey Federal Civil Procedure and has been a panelist in various seminars such as "Significant Developments in Class Actions," hosted yearly by the New Jersey Institute for Continuing Legal Education, and "The Evolving Nature of Class Actions," hosted by New Jersey State Bar Association.

Ms. Hodge is a graduate of Boston College (2001) and Boston College Law School (2005). Prior to joining private practice, Ms. Hodge clerked for the Hon. Thomas J. LaConte, Superior Court of New Jersey, Passaic County. She also taught Legal Writing at Seton Hall University Law School to first year law students prior to joining Lite DePalma Greenberg & Afanador, LLC. Prior to attending law school, Ms. Hodge taught Portuguese, English, and math to young students in Rio de Janeiro, Brazil, as part of Projeto Unicom Rocinha, a Brazilian non-profit organization. Ms. Hodge was named as a "Rising Star" in *New Jersey Monthly* magazine from 2014 to 2019 and has since been named to the "New Jersey Super Lawyers" list every year.

MINDEE J. REUBEN (Philadelphia Office) is a Member of the firm and is resident in the firm's Philadelphia office. Ms. Reuben represents plaintiffs across the country in a broad range of antitrust and consumer class action matters, regularly serving as lead, co-lead and liaison counsel and as a member of case-management committees in high-profile, multi-jurisdictional litigation. *Super Lawyers* and *Philadelphia Magazine* have repeatedly named Ms. Reuben as one of Pennsylvania's top lawyers in the field of antitrust, as well as one of the top 50 Women Super Lawyers overall in the state. Mindee has also been named in the 25th and 26th Editions of *The Best Lawyers in America*© for her work in Antitrust Law and Litigation – Antitrust.

Ms. Reuben is currently involved in several plaintiff class action antitrust matters, including *In re: Processed Eggs Products Antitrust Litigation*, No. 08-md-2002 (E.D. Pa.), in which she is co-lead and liaison counsel, and the court has approved over $130 million in settlements. She is also a member of the steering committee and has oversight of the document review in *In re: Generic Pharmaceutical Pricing Antitrust Litigation,* No. 16-md-2724 (E.D. Pa.), a member of the trial plan committee in *In re Blue Cross Blue Shield Antitrust Litigation* (Subscribers), No. 13-cv-20000 (N.D. Ala.), and a member of the deposition team in *In re Broiler Chicken Antitrust Litigation* (Direct Purchasers), No. 18-cv-8637 (N.D. Ill.). Other recent cases on which she has had a case management role include *In re: Lithium Ion Batteries Antitrust Litigation,* No. 13-md-2420 (N.D. Cal.) (steering committee), *Gordon v. Amadeus IT Group, S.A.,* No. 15-cv-5457 (S.D.N.Y.) (co-lead counsel), and *In re: Polyurethane Foam Antitrust Litigation,* MDL No. 2196 (N.D. Ohio) (executive committee), where the court approved over $147,000,000 in settlements. She is presently active in a number of other antitrust matters around

the country as well, including *In re Aluminum Sulfate Antitrust Litigation*, No. 16-md-2687 (D.N.J.) and *In re Broiler Chicken Antitrust Litigation*, No. 16-8637 (N.D. Ill.).

Ms. Reuben's significant past antitrust matters include *BP Products North America, Inc. Antitrust Litigation* (N.D. Ill.) ($52 million settlement), *In re: Polyester Staple Antitrust Litigation* (W.D.N.C.) ($50 million settlement), *In re: Electrical Carbon Products Antitrust Litigation* (D.N.J.) ($21.9 million settlement), and *In re Flonase Antitrust Litigation* (E.D. Pa.) (confidential settlement on behalf of generic competitor).

Ms. Reuben also served as class counsel in the consumer class action of *Fritzinger v. Angie's List*, Case No. 12-cv-1118 (S.D. Ind.), and as co-lead counsel in *Stone v. Stewart Title Guaranty Co.*, Philadelphia Court of Common Pleas, June Term, 2006, No. 2003 (consol. under *Cummings v. Stewart Title Guaranty Co., et al.*, Philadelphia Court of Common Pleas, March Term, 2005, No. 747) (Glazer, J.), both of which resulted in favorable settlements for the class. At the final approval hearing, the court noted that "counsel really did an extraordinary job."

Ms. Reuben is actively involved with the Philadelphia Bar Association, historically having served as Vice Chair of the Association's Bench Bar and Annual Meeting and as Chair of its Women's Rights Committee. Her work on the Women's Rights Committee focused on human trafficking in the United States and resulted in the Association's Board of Governors passing a Resolution in Support of Ratification of the United Nations Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW). She is also a member of the Federal Courts Committee, Women in the Profession Committee and Business Law Section.

Ms. Reuben is a founding member of Women Antitrust Plaintiffs' Attorneys, a national organization of women who focus their practices on cartel and other anticompetitive cases.

She has been appointed to serve in the Leadership of the Antitrust Law Section during 2019-2020 as a Member of the Competition/Consumer Protection Policy and North American Comments Task Force, and is co-authoring a chapter in the ABA's *Antitrust Daubert Handbook*. Ms. Reuben is also a Lecturer in Law in the area of legal writing for the LL.M. program at the University of Pennsylvania School of Law. She previously served as an Adjunct Professor of Law at the James E. Beasley School of Law of Temple University.

Ms. Reuben has contributed to numerous comprehensive legal publications, and has spoken on a variety of subjects, including ethics and the Federal Rules of Civil Procedure. Most recently, Mindee was a panelist for the ABA Civil Practice and Procedure Section of Antitrust Law speaking on "Antitrust Class Action Program Series: Class Action Killer or Business as Usual? -- Rule 23(b)(3) and the Predominance Requirement" and a panelist for the ABA Section of Litigation's "Rules Roadshow," on the topic "Precision Advocacy: Reinventing Motion Practice to Win" in Philadelphia.

After earning her joint law and master of public administration degrees from the University of Pittsburgh, Ms. Reuben served as a law clerk for the Honorable Frank J. Montemuro, Senior Justice of the Supreme Court of Pennsylvania.

ALLEN J. UNDERWOOD II (Newark Office) is a seasoned corporate, commercial and bankruptcy attorney who serves as outside general and special counsel to public and private manufacturing, trading, lending and service providers. His corporate and commercial career has as its foundation many years of intensive representations of creditors, debtors, committees and trustees in federal bankruptcy and state law debtor/creditor matters. Representing a distressed entity in workout, forbearance, reorganization (either inside or outside of bankruptcy), wind-

down or liquidation requires certain confidence, experience and mettle. These same characteristics are required when representing companies in strategic growth phases, commercial negotiations and, where unavoidable, civil litigation. Mr. Underwood's extensive experience counseling clients at their best of times and their worst of times enables him to provide fast and efficient advice on the executive level. Mr. Underwood holds a Bachelor of Arts Degree in both History and Creative Writing from Hamilton College, in Clinton, New York. He holds a Juris Doctorate from the Seton Hall University School of Law. He was law clerk to the Honorable Edward V. Torack, J.S.C.

Mr. Underwood is chair of the firm's Corporate, Commercial and Bankruptcy Department. This practice, by definition, encompasses diverse areas of state and federal law, something he both relishes, and emphasizes when describing his work with clients. In the Chancery and Law Divisions, Mr. Underwood has represented corporate and individual plaintiffs and defendants in breach of contract, common-law fraud and breach of fiduciary duty matters, employment cases, and all manner of commercial actions. In the bankruptcy courts, Mr. Underwood has represented a multitude of corporate bankruptcy creditors on administrative, secured, priority and unsecured claims, with many of these matters involving complex issues of securitization, priority, setoff, recoupment, reclamation and possession of collateral. These matters frequently involve related issues (difficult in their own right) of purportedly preferential or fraudulent transfers, demands for turnover, alleged unauthorized pre- or post-petition transfers, assumption and rejection, and the like. Issues of guaranty and indemnity, whether as to principals, corporations, or construction and insurance entities, have likewise proliferated in recent years. Mr. Underwood has also represented creditors in numerous healthcare-related

bankruptcies, including in most of the major hospital bankruptcies filed in New Jersey over many years.

In bankruptcy and insolvency matters, Mr. Underwood's ethos for creditors is to minimize costs while maximizing leverage and recovery. The ability to achieve this, time and again, is the product of efficiency, hard work and experience. That same ethos characterizes his efforts in commercial and transactional matters.

Mr. Underwood is admitted and frequently practices in the state courts of New York and New Jersey, and the Federal District and Bankruptcy Court in New Jersey, as well as the Federal District and Bankruptcy Courts in the Southern, Eastern and Western Districts of New York. Mr. Underwood is also admitted in the District of Columbia, and from time to time as necessary has been admitted pro hac vice before the United States Bankruptcy Court for the District of Delaware. Notable bankruptcy matters over the years are many, but include: representation of personal injury and wrongful death plaintiffs as creditors in multiple Delaware nursing home and healthcare-related bankruptcies; representation of insurance entities in numerous New Jersey bankruptcies on every aspect of coverage, from pre-filing negotiations to cash collateral and budget treatment, claims filing, plan confirmation, assumption and rejection, claims objections, and defense of avoidance actions; representation of commercial lenders in New York and New Jersey bankruptcies on secured claims; representation of a New Jersey city as creditor of a major real estate development in Chapter 11, and a complex settlement enabling resolution of takings claims, debtor refinance and project completion, maintenance and beneficial modification of the redevelopment plan, a confirmed Chapter 11, and ultimately a successful project that amplified revenue and regenerated a blighted area, representation of a manufacturer of factory equipment

in Delaware bankruptcies on reclamation, administrative and unsecured claims related to immediate pre-bankruptcy factory renovations, and product and work supplied thereto.

Notable non-bankruptcy court litigations include: summary judgment for a plaintiff pension fund on dispositive motion as to multiple conveyances under the Uniform Fraudulent Transfers Act; settlement and payment following litigation to judgment on equipment shipped to Iraq but not paid for in full; settlement of trust and estate litigation in the Chancery Division alleging fraud and defalcation in fiduciary capacities by trustee and executor.

In addition to the above litigation, Mr. Underwood has always simultaneously represented individuals, and public and private corporations (with a distinct preference for closely held businesses) on the panoply of issues that arise for businesses. Notable corporate representations include: reorganization of a deadlocked non-profit and conversion of same to a for-profit entity, with continuing corporate general representation; corporate reorganization of all U.S. subsidiaries of a major manufacturer, streamlining corporate structure and operations, reducing overall costs, and deriving operation and tax benefit thereby, with continuing corporate general representation on all matters; negotiations with the Pension Benefit Guaranty Corporation, resulting in a successful resolution regarding legacy subsidiary plan underfunding due in large part to market fluctuations; internal reorganization of a deadlocked business closely held by multiple generations of multiple families, streamlining of operations, and continuing corporate general representation on all matters.

Notable discrete corporate and commercial transactions include: negotiation and documentation of oil- and gas-related manufacturing supply and service contracts involving the supply of equipment and coordinated projects to public companies and state-owned entities in

the state of Texas and in Brazil, Mexico, Romania, Tajikistan and many places in between; negotiation and documentation of supply contracts for equipment manufactured for U.S. government and military use; routine negotiation and documentation of agreements for the supply of curated data and information from licensed sources.

Mr. Underwood speaks frequently on bankruptcy and commercial matters at private client seminars, and events sponsored by the New Jersey State Bar Association/New Jersey Institute for Continuing Legal Education (NJICLE), the American Bankruptcy Institute, and other industry organizations. In 2014, Mr. Underwood received from Martindale-Hubbell® Peer Review Ratings™ a Peer Review Rating of AV® Preeminent™ in Bankruptcy, Insolvency and Creditor's Rights. This is the highest rating obtainable. In 2011, he was named to the New Jersey Law Journal's top "40 Under 40" List. Mr. Underwood is a member of the American Bankruptcy Institute, the Turnaround Management Association, The Association of Commercial Finance Attorneys, Garden State Credit Associates, and the New Jersey Bar Association, among other organizations, and he remains an associate member of the Bergen County Bar Association.

COUNSEL

STEVEN J. GREENFOGEL (Philadelphia Office) is Counsel to the firm and is resident in the firm's Philadelphia office. Throughout his nearly 45 year legal career, Mr. Greenfogel has specialized in class action antitrust litigation, including many of the most significant multidistrict class action price fixing cases of modern times. He has served as Co-Lead Counsel in *In re Chain Link Antitrust Litigation*, Master File CLF-1 (D.Md); *In re Industrial Silicon Antitrust Litigation*, 95-2104 (W.D.Pa) (which he tried to verdict), *In re Isostatic Graphite Antitrust Litigation*, No. 2000-cv-4965 (E.D.Pa); and Gordon v. Amadeus IT Group, S.A. , 15-cv-03457-

KPF (S.D.N.Y.). Mr. Greenfogel also served as one of the main trial counsel as well as co-chairman discovery in *In re High Pressure Laminates Antitrust Litigation*, No. 00-MD-1368(CLB) (S.D.N.Y.) (which was tried to verdict) and *In re Carbon Dioxide Antitrust Litigation,* MDL 940 (M.D. Fla) (which settled after jury selection). In addition to being Co-Chairman of Discovery in *In re Infant Formula Antitrust Litigation*, Master File No. MDL 878 (N.D. Fla), Mr. Greenfogel served as one of plaintiff's trial counsel (which settled after jury selection). He has served as a member of Plaintiffs' Executive Committee in numerous cases, including, *inter alia*, *In re Municipal Derivatives Antitrust Litigation*, MDL 1950 (S.D.N.Y. 2008*), In re Static Random Access Memory (SRAM) Antitrust Litigation,* cv-1819 (N.D. Cal 2007) and *In re Publication Paper Antitrust Litigation*, MDL 1631 (D. Ct 2004). Mr. Greenfogel has also played a major role in numerous other multidistrict antitrust class actions, including, *inter alia*, *O'Bannon v. National Collegiate Athletic Ass'n*, et al. cv-091967 cw (N.D. Cal 2009) (A Member of Plaintiff's Trial Team and Co-chairman Discovery); *In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL 1827 (N.D. Cal 2006); *In re Direct Random Access Memory (DRAM) Antitrust Litigation*, No. 02-cv-01486-OHG (N.D. Cal 2002); *In re NASDAQ Market Makers Antitrust Litigation*, MDL 1023 (S.D.N.Y.) (Chairman of Discovery); *In re Brand Names Prescription Drugs Antitrust Litigation*, MDL 997 (N.D. Ill.); *In re Commercial Tissue Antitrust Litigation*, MDL 1189 (N.D. Fla); *In re Infant Formula Antitrust Litigation*, Master File No. MDL 878 (N.D. Fla); *Cumberland Farms v. Browning Ferris Industries, Inc*., A.A. No. 87-3717; *Superior Beverage/Glass Container Antitrust Litigation*, 89 C 5251 (N.D. Ill.); *In re Chlorine and Caustic Soda Antitrust Litigation*, 86-5428 (E.D. Pa); *In re Records and Tapes Antitrust Litigation* (N.D. Ill.); and *In re Broiler Chicken Antitrust Litigation* (N.D. Ga).

Earlier in his career from 1977 to 1980, Mr. Greenfogel served as an Assistant Attorney General in the Commonwealth of Massachusetts and was the first Chief of its Antitrust Division. He was the author of the Commonwealth's Antitrust Law (M.G.L. 93). During that time, he was a panelist at the New England Antitrust Conference in Boston as well as speaking on antitrust matters at various venues in Massachusetts.

Mr. Greenfogel served as a member of the Board of Trustees of Camden County College from 2000 through 2017, having been appointed to that position by Governors Whitman, McGreevy and Corzine. He has been selected fourteen times as one of the Top Attorneys in Pennsylvania by *Philadelphia Magazine* and has an "AV" rating from Martindale Hubbell.

DANA S. SMITH (Newark Office) is Counsel to the firm and is resident in the firm's Newark Office. Ms. Smith represents plaintiffs in state and federal courts across the country in a broad range of antitrust class action matters. She handles cases involving a wide variety of industries, from pharmaceuticals, consumer electronics and hardware, and food and beverages, to chemicals and manufacturing.

Ms. Smith is currently involved in several plaintiff class action antitrust matters, including *In re: Generic Pharmaceutical Pricing Antitrust Litigation,* No. 16-md-2724 (E.D. Pa.) and *In re: Hard Disk Drive Suspension Assemblies Antitrust Litigation*, MDL No. 2918 (N.D. Ca.).

Past significant matters she has worked on include: *In re: Processed Eggs Products Antitrust Litigation*, No. 08-md-2002 (E.D. Pa.), where she was a member of the trial team; *In re: Polyurethane Foam Antitrust Litigation,* MDL No. 2196 (N.D. Ohio); and, *In re: Pool Products Distribution Market Antitrust Litigation*, MDL No. 2328 (E.D. La.).

Concurrent to her work with the firm, Ms. Smith is the executive director of the Complex Litigation e-Discovery Forum (CLEF), which provides educational, advocacy and networking opportunities to elite practitioners in the plaintiffs' bar. In her leadership role, she works with the CLEF board of directors to position CLEF as a valued resource for plaintiffs'-side litigators and to the complex litigation bar as a whole, bringing an important perspective to the eDiscovery conversation.

Ms. Smith is a graduate of Binghamton University (2002) and Fordham University School of Law (2005). She is a member of the bars of the states of New Jersey and New York.

ASSOCIATES

CATHERINE DERENZE (Newark Office) is an Associate with the firm. Catherine plays a significant role in a diverse range of class action matters at the firm, including antitrust, consumer, and data breach litigation. Representative matters include: *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation*, No. 19- md-2904 (D.N.J.); *In re Wawa, Inc. Data Security Litig.*, No. 19-cv-6019 (E.D. Pa.); *In re: Hard Disk Drive Suspension Assemblies Antitrust Litig. ("In re HDD")*, 19-md-02918 (N.D. Cal.); *In re: Generic Pharmaceutical Pricing Antitrust Litigation,* No. 16-md-2724 (E.D. Pa.); *In re Plum Baby Food Litig.*, 1:21-cv-2417 (N.D. Cal.). She is heavily involved in discovery and motion practice and is developing a burgeoning appellate practice. Recent successes include defeating motions to dismiss in an antitrust matter, *In re HDD*, and a consumer fraud matter, *In re Plum Baby Food Litig.* She also provides research and writing assistance to new associates at the firm.

Catherine is a graduate of the College of the Holy Cross (2013) and Seton Hall University School of Law (2018). She is a member of the bars of the State of New Jersey and

Federal Bar of New Jersey. Catherine is also a member of the New Jersey Bar Association and serves as a member of its Appellate Practice Committee. Before joining LDGA, Catherine clerked for the Honorable Heidi Willis Currier, J.A.D., of the Appellate Division of the New Jersey Superior Court. Prior to that, she served as an extern to the Honorable Patty Shwartz, of the United States Court of Appeals for the Third Circuit. Recently, Catherine spoke on e-filing to law students at Seton Hall University School of Law.

IMMANUEL O. ADEOLA (Newark Office), is an associate with the firm in our Newark office. He was admitted to the bar in New Jersey in 2019. He attended Trinity College (B.A. in Political Science 2014) and Rutgers Law School (J.D. 2018). Prior to joining the firm, Immanuel served as an Assistant Prosecutor with the Essex County Prosecutor's Office. Immanuel clerked in the Chancery Division of the New Jersey Superior Court for the Honorable Robert Lougy, who previously served as Acting Attorney General for the State of New Jersey.

ANTHONY ZATKOS (Newark Office) is an associate with the firm in our Newark office. He was admitted to the bar in New Jersey and the United States District Court for the District of New Jersey in 2002 and the bar in New York in 2003. He is a graduate of Seton Hall University (B.S., Mathematics 1996) and the Seton Hall University School of Law (J.D. 2002).

Early in his legal career, Anthony practiced personal injury and civil rights law in New York City, as well as family law in New Jersey. He also served as a contributing writer and editor on The Yudes Family Law Citator, published each year by the New Jersey Institute of Legal Education. Since that time, his focus in practice has been electronic discovery, where Anthony has learned the nuances of this growing field. With this experience, he has worked on cases covering a myriad of matters, including pharmaceutical patents, mergers, due diligence,

residential mortgage-backed securities, anti-trust, bankruptcy, fraud, contract, and, most recently, class action. Prior to joining the firm, Anthony has also worked directly with firm members on several class-action matters.

SARAH I. DIYANIDH (Newark Office) is an associate with the firm in our Newark office. She was admitted to the bar in New Jersey in 2022. She attended Rutgers University (B.A. in Political Science and Psychology) and Seton Hall University School of Law School. Prior to joining the firm, she served as a Judicial Law Clerk in the Family Division of the New Jersey Superior Court for the Honorable Gary K. Wolinetz.

JOSHUA S. KAUFMAN (Newark Office) is an associate with the firm in our Newark office. He was admitted to the bar in New York in 2020 and is admitted to both the United States District Courts for the Southern and Eastern District of New York. He is awaiting admission to the bar in New Jersey. He attended Baruch College (B.A. in Political Science 2012) and Brooklyn Law School (J.D. 2019). Prior to joining the firm, Joshua served as an Assistant Corporation Counsel with the New York City Law Department in the Special Federal Litigation Unit. Joshua also interned for former United States Magistrate Judge Lisa Margaret Smith, in the Southern District of New York.

NICHOLAS R. McCLELLAND (Newark Office) is an associate with the firm in our Newark office. He was admitted to the bar in New Jersey in 2018 and is also admitted to practice in the United States District Court for the District of New Jersey. He attended Syracuse University (B.A. in Philosophy and Political Science 2015) and Seton Hall Law School (J.D. 2018). Following law school, Nicholas served as Judicial Law Clerk to the Honorable Alan G. Lesnewich, J.S.C., of the Superior Court of New Jersey, Union County. Prior to joining LDGA,

Nicholas was engaged in the practice as a civil litigation associate at a regional law firm based in Monmouth County.

CONNOR T. WRIGHT (Newark Office) is an associate with the firm in our Newark office. He was admitted to the bar in New Jersey in 2022. Prior to joining the firm, Connor held a clerkship position with the Honorable Arthur J. Batista, J.S.C. in the Essex County Superior Court, Family Division. He obtained his J.D. from Rutgers Law School (Newark) in 2021. Prior to graduation, Connor interned for the Honorable Arthur J. Batista, J.S.C. in the Essex County Superior Court, Criminal Division, for two years. Connor was also an in-house legal intern for PIM Brands, Inc., and for Celldex Therapeutics, Inc., where his focus was primarily on intellectual property litigation and FDA compliance. He graduated from James Madison University in 2018 with a Bachelor's degree in Political Science.

PAST ATTORNEYS

KATRINA CARROLL (Chicago Office), a Member of the Firm, heads LDG's Chicago office. She has been actively involved in many of the firm's class actions since 2001 in the areas of consumer fraud, antitrust, securities fraud and ERISA. Early in her career, Ms. Carroll litigated some of the most prominent securities class actions in the country as Co-Lead counsel for defrauded investors, including *In re Motorola Securities Litigation* (N.D. Ill.), where LDG achieved a $193 million settlement, and in *In re Tenet Healthcare Corp. Securities Litigation*, (C.D. Cal.), which resulted in collective settlements to aggrieved investors of $281.5 million (including a $65 million auditor settlement, one of the largest of all time).

In recent years, Ms. Carroll's practice has been focused on large consumer fraud class action matters. One of these cases is *JP Morgan Chase Mortgage Modification Litigation* (D.

Mass.), where she served on plaintiffs' Executive Committee representing a class of homeowners in a multi-district class action alleging mortgage loan improprieties. After nearly four years of litigation, in May of 2014, plaintiffs secured final approval of a settlement estimated to provide $500 million in mortgage modification relief to affected class members.

Ms. Carroll is particularly experienced in product liability matters. She serves as Co-Lead counsel in *In Re: Rust-Oleum Restore Marketing, Sales Practices and Products Liability Litigation* (MDL; N.D. Ill.), a sprawling products liability MDL relating to defective deck resurfacing products. Ms. Carroll was instrumental in negotiating a $9.3 million settlement providing meaningful relief to consumers, which received final approval in March of 2017 and is currently being administered. During the final approval hearing, the Honorable Amy J. St. Eve of the United States District Court for the Northern District of Illinois, who presided over the litigation, praised Ms. Carroll as a "model I wish all lawyers would follow."

Ms. Carroll is currently involved in some of the most challenging and exciting consumer, privacy and antitrust class action litigation in the country today. Her current caseload includes:

- *Mednick v. Precor Inc.* (N.D. Ill): Ms. Carroll serves as Co-Lead counsel in a certified consumer fraud class action matter representing purchasers of Precor fitness machines, arising from Precor's representations concerning heart rate monitoring technology.
- *Keith v. Ferring Pharmaceuticals, Inc.* (N.D. Ill.): Ms. Carroll serves as Co-Lead counsel in a consumer class action on behalf of purchasers of the recalled fertility drug Bravelle.
- *Lewert v. P.F. Chang's China Bistro, Inc.* (N.D. Ill.): Ms. Carroll serves as Court-appointed Co-Lead counsel in a class action representing P.F. Chang's customers who had their personal financial information compromised as a result of a security breach.

- *In re Ashley Madison Customer Data Security Breach Litigation* (MDL; E.D. Mo.): Ms. Carroll currently serves on Plaintiffs' Executive Committee in the multi-district class action involving the highly publicized data breach at Ashley Madison.
- *In Re: Community Health Systems, Inc., Customer Security Data Breach Litigation* (MDL; N.D. Ala.): Ms. Carroll serves on the Plaintiffs' Steering Committee in this data breach MDL matter arising from Defendants' failure to secure Plaintiffs' confidential patient data.
- *Automotive Wire Harness Systems Antitrust Litigation* (MDL; D. Mich.): Ms. Carroll is plaintiff's counsel in this multi-district antitrust class action brought by businesses against manufacturers of automotive wire harnesses and related parts. Plaintiffs allege an illegal price fixing conspiracy by these manufacturers that artificially inflated the prices of these products, in violation of the federal antitrust laws.

Ms. Carroll is recognized nationally as an authority on topics arising in class action litigation. She has spoken at many local and national conferences, including the American Bar Association's prestigious Annual National Institute on Class Actions (2014), Perrin's Class Action Litigation Conference (2015), the American Association for Justice's Convention (2016), and an Academic Symposium on consumer law issues hosted by Loyola University School of Law's Consumer Law Review (2017). Ms. Carroll frequently appears as a panelist on class action issues at the Chicago Bar Association.

Ms. Carroll currently serves on the Advisory Board of Loyola University School of Law's Institute for Consumer Antitrust Studies. She is a member of the Class Action Trial

Lawyers Association, the Chicago Bar Association and a former member of New Jersey's John C. Lifland American Inn of Court.

JEREMY NASH (Newark Office) is Counsel to the firm and is resident in the firm's Newark Office. During his career, Mr. Nash has represented millions of plaintiffs in a range of consumer-oriented class actions around the United States. Currently, Mr. Nash represents over 10 million people in *Mendez v. Avis Budget Group, Inc.*, No. 11-cv-6537 (D.N.J.), a consumer fraud class action pending in New Jersey federal court, and hundreds of thousands of people in *Bakov v. Holiday Cruise Line*, No. 15-cv-2980 (N.D. Ill.), a robocall class action pending in Illinois federal court. Mr. Nash has also prosecuted a number of data breach and privacy class actions, including *In re: American Medical Collection Agency, Inc. Customer Data Security Breach Litigation*, No. 19-md-2904 (D.N.J.), *Gullen v. Facebook*, No. 15-cv-07681 (N.D. Ill.), *Norberg v. Shutterfly, Inc., et al*, No. 15-cv-5351 (N.D. Ill.), *Lewert v. P.F. Chang's China Bistro, Inc.*, No. 14-cv-4787 (N.D. Ill.), *Whalen v. Michaels Stores, Inc.*, No. 14-cv-7006 (E.D.N.Y.), and *In re: Horizon Healthcare Services Inc. Data Breach Litig.*, No. 13-cv-7418 (D.N.J.).

Mr. Nash's experiences as a securities and cryptocurrency class action attorney are also noteworthy. He was a member of lead counsel's trial team in *In re Vivendi Universal, S.A. Securities Litig.*, No. 02-cv-5571 (S.D.N.Y.), one of only a handful of securities fraud cases tried to a favorable jury verdict in the last 20 years. Mr. Nash also represented plaintiffs in *In re Tezos Securities Litig., No.*, 17-cv-6779 (N.D. Cal.), in which plaintiffs alleged that the Tezos initial coin offering (Tezos ICO), which raised the equivalent of hundreds of millions of dollars, was an illegal securities offering under U.S. law. Though not a securities class action, Mr. Nash also

represented the plaintiffs in *Faasse v. Coinbase, Inc.*, No. 18-cv-1382 (N.D. Cal.), in which plaintiffs allege that, in violation of California state and common law, Coinbase wrongfully kept for itself bitcoin and other cryptocurrencies that its users transferred to non-coinbase users.

In addition to seeing cases through to trial, Mr. Nash is accumulating successes as an appellate attorney. He recently prevailed on an appeal to the Seventh Circuit asking that a product liability claim against Danze, Inc., which manufactures plumbing parts, be reinstated. *Duncan Place Owners Association v. Danze, Inc.*, No. 17-3474 (7th Cir. Jun. 16, 2019). In Vivendi, he helped secure the Second Circuit's affirmance of the jury verdict, an "inflation maintenance" theory of loss causation, and other important trial court rulings. *In re Vivendi, S.A. Sec. Litig.*, 838 F.3d 223 (2d Cir. 2016). Several years earlier, after blocking Toyota Motor Corporation's effort to force his client into arbitration at the trial court level, Mr. Nash played a central role in obtaining an order from the Ninth Circuit affirming his client's right to sue over her defective vehicle in court. *Kramer v. Toyota Motor Corp.*, 705 F. 3d 1122 (9th Cir. 2013).

Mr. Nash also has a growing New Jersey local counsel practice involving cases that present unique procedural challenges. In *State of Minnesota v. Sanofi Aventis*, No. 18-cv-14999 (D.N.J.), for instance, Minnesota was prepared to allege that several drug manufacturers located in New Jersey acted improperly to increase the cost of insulin products in violation of Minnesota law and the Racketeer Influenced and Corrupt Organizations Act. The State's complaint, however, would contain the confidential results of its pre-litigation investigation and could not be filed publicly. Jeremy was appointed a Special Attorney of the State to, among other things, help it navigate New Jersey local practice in order to file the complaint under seal and to negotiate a protective order with the defendants to govern access to the sealed complaint.

Besides class actions, Mr. Nash represents institutional clients in high-stakes commercial litigation. He currently represents, as just one example, an apartment complex in a defective product and breach of warranty case against a major plumbing parts manufacturer in *Stanford Realty, LLC v. Zurn PEX, Inc.*, No. 18-cv-15188 (D.N.J.).

Mr. Nash is a graduate of the University of California at San Diego (2003) and New York Law School (2006). He is a member of the bars of the states of New Jersey and New York. Mr. Nash is also a member of the Association of the Federal Bar of New Jersey and speaks on topics related to class litigation for continuing legal education (CLE) programs. He was a panelist recently for a CLE program entitled, "Summary Judgment in Class Action Litigation: Plaintiff and Defense Strategies for Filing Motions."

JEFFREY A. SHOOMAN (Newark Office), born Long Branch, New Jersey, March 10, 1981. Admitted to bar 2006, New Jersey and U.S. District Court for the District of New Jersey, , New York, 2007, United States Court of Appeals for the Second Circuit, 2012, United States District Courts for the Southern and Eastern Districts of New York, 2012. Education: New York University (B.A. in Politics 2003); Seton Hall University School of Law (J.D. 2006). Law Clerk to the Hon. Esther Salas, U.S. District Court for the District of New Jersey 2008-2009. Class Actions; Civil Litigation; Commercial Litigation; Appellate Practice.

MICHAEL I. GOLDMAN (Newark Office), born New York, New York, September 5, 1986. Admitted to bar 2012, New Jersey, 2013, New York and U.S. District Court for the District of New Jersey. Education: University of Florida (B.A. in History 2008); Seton Hall University School of law (J.D. 2012). Municipal Practice; Complex Commercial Litigation; Class Action Litigation; Intellectual Property Litigation; Employment/Labor Law.

MICHAEL J. SCALES (Newark Office), was born in Morristown, New Jersey on January 14, 1991. Admitted to the bar 2018, New Jersey. Education: Marist College (B.A. in Economics, 2013) and Rutgers Law School (J.D. 2018). Michael's practice includes: class actions and complex commercial litigation.

EXHIBIT 2

EXHIBIT 2

Mendez v. Avis Budget Group, Inc. et al., No. 2:11-cv-06537

Lite DePalma Greenberg & Afanador, LLC

Time and Lodestar Summary
Inception through November 23, 2022

Name	Title P Partner OC Of Counsel A Associate PL Paralegal LC Law Clerk	Year of Admission	1 Investigations, Factual Research, Experts (hours)	2 Discovery (hours)	3 Pleadings, Briefs, Pretrial Motions (hours)	4 Court Appearance and Preparation (hours)	5 Settlement (hours)	6 Litigation Strategy, Analysis, Case Mgt. (hours)	7 Class Certification (hours)	Hours	Rate	Lodestar
Attorneys												
Joseph J. DePalma	P		35.9	208.7	114.7	63.9	219.4	119.7	13.2	**775.5**	$800	$620,400.00
Katrina Carroll	P		3	21.4	151.2			2.7		**178.3**	$750	$133,725.00
Bruce D. Greenberg	P		.7	.4	1.9		10.8	2.8	1.3	**17.9**	$800	$14,320.00
Susana Cruz Hodge	P		.7		1.6		.5	.4	.9	**4.1**	$800	$3,280.00
Victor A. Afanador	P			1						**1**	$800	$800.00
Jeremy N. Nash	OC		138.2	293.5	583	28.8	757.1	82.6	480.3	**2,363.5**	$675	$1,595,362.50
Dana S. Smith	OC			3.5			205.2			**208.7**	$675	$140,872.50
Susana Cruz Hodge	A		69	352.2	104	18.4	4.7	42.2	.4	**590.9**	$675	$398,857.50
Michael I. Goldman	A		40.2	1.8	30.1			1.7		**73.8**	$375	$27,675.00
Michael J. Scales	A		15.8		6.3		38.8			**60.9**	$375	$22,837.50
Jeffrey A. Shooman	A			40.2	9.4	2		1.2		**52.8**	$550	$29,040.00
Jonathan M. Carrillo	A			.5	25.3					**25.8**	$425	$10,965.00
Nicholas R. Lange	A		14.1		8		2.1			**24.2**	$525	$12,705.00
Michael R. Darbee	A			7.6	3			9.2		**19.8**	$525	$10,395.00
Anthony D. Zatkos	A				19.2					**19.2**	$350	$6,720.00
Erik E. Sardina	A			9.5	4.6					**14.1**	$375	$5,287.50
Patrick D. Soundy	A				11.5					**11.5**	$375	$4,312.50
Myra V. Tarantino	A			.7	2.4			5.3		**8.4**	$675	$5,670.00
Phylicia A. Preston	A					2.3				**2.3**	$375	$862.50
Catherine B. Derenze	A						1.4			**1.4**	$500	$700.00
Ismael T. Salam	A				1					**1**	$425	$425.00
Danielle Y. Alvarez	A			.7				.1		**0.8**	$475	$380.00
Total Attorney Time			**317.6**	**941.7**	**1,077.2**	**115.4**	**1,240.0**	**267.9**	**496.1**	**4,455.9**		**$3,045,592.50**

EXHIBIT B (*continued*)

Mendez v. Avis Budget Group, Inc. et al., No. 2:11-cv-06537

Lite DePalma Greenberg & Afanador, LLC

Time and Lodestar Summary
Inception through October 31, 2022

Name	Title P Partner OC Of Counsel A Associate PL Paralegal LC Law Clerk	Year of Admission	1 Investigations, Factual Research, Experts (hours)	2 Discovery (hours)	3 Pleadings, Briefs, Pretrial Motions (hours)	4 Court Appearance and Preparation (hours)	5 Settlement (hours)	6 Litigation Strategy, Analysis, Case Mgt. (hours)	7 Class Certification (hours)	Hours	Rate	Lodestar
(continued) **Non-Attorneys**												
Eric Henley	PL		22.9	86.6				22		**131.5**	$250	$32,875.00
Elvira Palomino	PL			2.3	15		1.1			**18.4**	$250	$4,600.00
Amina Lee	PL			.4	5.3			.8		**6.5**	$250	$1,625.00
Nicole D'Amato	PL							1.3		**1.3**	$225	$292.50
Jose M. Ortiz	LC		35.8		19.7					**55.5**	$200	$11,100.00
Leah A. DiMatteo	LC				35.6					**35.6**	$200	$7,120.00
Brian K. Dempster	LC						34.1			**34.1**	$225	$7,672.50
Newton Portorreal	LC			18.8	15.1					**33.9**	$200	$6,780.00
Amanda Cunha	LC			6				3.5	14.6	**24.1**	$225	$5,422.50
Phylicia A. Preston	LC		4	7.8	9.1	2		.4		**23.3**	$200	$4,660.00
Anthony H. Solano	LC				18					**18**	$125	$2,250.00
Kaitlin M. Jenkins	LC			3	6.6					**9.6**	$200	$1,920.00
Danielle Y. Alvarez	LC				8.1					**8.1**	$250	$2,025.00
Total Non-Attorney Time			**62.7**	**124.9**	**132.5**	**2**	**35.2**	**28**	**14.6**	**399.9**		**$88,342.50**
TOTALS ALL TIME			**380.3**	**1,066.6**	**1,209.7**	**117.4**	**1,275.2**	**295.9**	**510.7**	**4,855.8**		**$3,133,935.00**

EXHIBIT 3

Mendez v. Avis Budget Group, Inc. et al., No. 2:11-cv-06537
EXHIBIT 3

Lite DePalma Greenberg & Afanador, LLC
Expense Summary
Inception through October 31, 2022

DESCRIPTION	AMOUNT
Court Fees	$462.34
Internal Copies	$346.14
Computer Research (PACER/Lexis/Westlaw)	$933.98
Court Reporters/Transcripts/Video	$4,132.32
Postage/Express Delivery/Messenger	300.37
Outside Professional Services (Google AdWords; Document Database, Mediation)	$29,869.44
Experts/Consultants	$91,182.52
Process Server Fees	$224.90
Travel: Airfare, Ground Travel, Meals, Lodging, etc.	$8,226.95
TOTAL	**$135,678.96**

EXHIBIT C

ABBEY SPANIER, LLP

Abbey Spanier, LLP ("Abbey Spanier") specializes in large, complex litigation in the fields of securities, mergers and acquisitions, corporate governance, consumer protection, unfair employment practices and antitrust. The Firm has litigated thousands of cases in both state and federal courts throughout the United States. Since the early 1960s, Abbey Spanier has been committed to litigating with the highest level of excellence and integrity. We are committed to protecting shareholders and victims of corporate wrongdoing.

The Firm prides itself on the aggressive pursuit of our clients' goals and on the excellence of our work. Abbey Spanier fights to achieve the very best possible result for our clients no matter how difficult the obstacles or well financed the opposition.

Over the last four decades, this Firm has been lead or co-lead counsel in cases resulting in billions of dollars in recoveries on behalf of investors and aggrieved parties. Abbey Spanier has served as a lead counsel in some of the largest securities fraud class action settlements. Among the more prominent of these cases are: *In re BankAmerica Corp. Sec. Litig.* ($490 million recovery); *In re Adelphia Communications Corp. Sec. and Derivative Litig.* ($455 million recovery) and *In re Waste Management Inc., Sec. Litig.* ($220 million recovery).

THE FIRM'S RECENT ACHIEVEMENTS

In re Vivendi Universal, S.A., Securities Litigation, Civil Action No. 02-cv-5571 (RJH/HBP) (S.D.N.Y.). Abbey Spanier serves as Lead Plaintiffs' Counsel in this long pending securities fraud class action against defendants Vivendi Universal, S.A., and its two most senior officers, Jean Marie Messier and Guillaume Hannezo. On January 29, 2010, a three month long securities fraud trial against Vivendi culminated with a jury verdict finding Vivendi liable for securities fraud. After discharging the jury, in describing the work of the attorneys trying the Vivendi case, Judge Richard J. Holwell stated, "I can only say that this is by far the best tried case that I have had in my time on the bench. I don't think either side could have tried the case better than these counsel have." As of 2010, the Vivendi case is just one of nine securities class actions tried to verdict based on wrongs committed following the passage of the Private Securities Litigation Reform Act in 1995. On September 27, 2016, the Second Circuit Court of Appeals affirmed the verdict.

Braun and Hummel v. Wal-Mart Stores, Inc., Case Nos. 3127 and 3757 (Court of Common Pleas, Philadelphia County). Plaintiffs in this class action on behalf of 186,000 current and former hourly employees obtained a $78 million jury verdict against Wal-Mart and an express finding that Wal-Mart acted in bad faith in failing to pay class members for missed rest breaks. The verdict was hailed as the largest jury verdict in the Commonwealth of Pennsylvania in 2006. On October 3, 2007, the Court of Common Pleas ordered Wal-Mart to pay an additional $62.3 million in statutory damages to class members. The trial court stressed the importance of compensating workers for their time: "The law in its majesty applies equally to highly paid executives and minimum-wage clerks," he wrote. "Just as highly paid executives' promised equity interests . . . are protected fringe benefits and wage supplements . . ., so too [are] the monetary equivalents of 'paid break' time cashiers and other employees were prohibited from taking." On June 1, 2011, the Superior Court

of Pennsylvania affirmed the $150 million judgment against Wal-Mart. *Braun v. Wal-Mart Stores, Inc.*, 24 A.3d 875 (Pa. Super 2011), *cert. denied*, 2016 WL 1278624 (U.S. Apr. 4, 2016). The three judge panel held that there was sufficient evidence in the record to conclude that Wal-Mart breached its contract with its hourly employees and violated the state's labor laws. In December 2014, the Pennsylvania Supreme Court affirmed the judgment. *Braun v. Wal-Mart Stores, Inc.*, 106 A.3d 656 (Pa. 2014), *cert. denied*, 2016 WL 1278628 (U.S. Apr. 4, 2016). In April 2016, the United States Supreme Court denied Wal-Mart's petitions for certiorari. *Id.* On June 8, 2016, the trial court entered a $241 million judgment against Wal-Mart.

In re Adelphia Communications Corp. Securities and Derivative Litigation, 03 MD 1529 (LMM) (S.D.N.Y.). This action arose out of one of the most egregious financial frauds ever uncovered at a public company. From 1998 through 2002, Adelphia Communications Corporation – the nation's sixth largest cable company – systematically and fraudulently failed to report billions in loans. In 2006, Plaintiffs entered into partial settlements in the aggregate amount of $455 million with the Company's independent auditors, Deloitte & Touche, LLP, investment banking firms which underwrote offerings of Adelphia securities, and lending banks. Judge Lawrence M. McKenna observed: "If the Lead Plaintiff(s) had been represented by less tenacious and competent counsel, it is by no means clear that [they] would have achieved the success [they] did here on behalf of the Class."

In re Medco Health Solutions Pharmacy Benefits Management Litig., Case No. 03-MD-1508 (CS) (S.D.N.Y). Abbey Spanier was one of two lead counsel in this case where plaintiffs were the trustees and beneficiaries of employee welfare benefit plans that directly or indirectly contracted with Medco Health Solutions which, at the time the case was commenced, was owned by drug manufacturer Merck & Co., Inc. Plaintiffs brought the action alleging that Medco had breached its fiduciary duty under the Employee Retirement Income Security Act of 1974 by failing to act in their best interest in its capacity as a pharmaceutical benefits manager for the plans. Specifically, plaintiffs alleged that Medco managed its formularies and implemented programs in ways that tended to favor Merck products. The case was litigated through summary judgment motions and a settlement that provided a cash settlement fund in the amount of $42.5 million and significant changes in practice at Medco. The settlement was approved by the Court and the settlement fund was distributed to those class members that submitted identification forms in early 2010.

Iliadis, et al. v. Wal-Mart Stores, Inc., Case No. A-69-06 (Supreme Court New Jersey, Middlesex County). Abbey Spanier prevailed in its quest to overturn the trial court's refusal to certify a class of 72,000 current and former Wal-Mart employees who were forced to work off the clock and miss meal breaks. The New Jersey Supreme Court reversed the trial court and the Appellate Division and remanded the case for entry of an order certifying the class, stating:

> 'When the organization of a modern society, such as ours affords the possibility of illegal behavior accompanied by widespread, diffuse consequences, some procedural means must exist to remedy – or at least to deter – that conduct.' Here, the class action is just such a procedural device. By equalizing adversaries, we provide access to the courts for small claimants. By denying shelter to an alleged wrongdoing defendant, we deter similar transgressions against an otherwise vulnerable class – 72,000 hourly paid retail workers purportedly harmed by their corporate employer's uniform misconduct. Individually, the aggrieved Wal-Mart employees lack the

> strength in terms of resources and motivation to assert their grievances in court. Collectively, as a class, they are able to pursue their claims. (Citation omitted).

In re Tele-Communications, Inc. Shareholders Litigation, C.A. No. 16370 (Del. Ch.). This litigation arose out of the 1998 merger of Tele-Communications, Inc. ("TCI") and AT&T Corp. Plaintiffs alleged that defendants breached their fiduciary duty to the holders of TCI shares by insisting that a 10% premium be paid to the holders of super-voting TCI shares, held primarily by TCI insiders. The premium was alleged to be the product of unfair dealings and agreed to without any meaningful protections for class members. After overcoming defendants' motion for summary judgment, the case was settled days before trial was to begin in the Chancery Court. Chancellor Chandler, commenting on the $52 million settlement in February 2007, stated: "Attorneys on both sides were excellent and performed at the highest levels of professionalism, representing their clients in this matter, and I compliment you all for that."

In re Merrill Lynch & Co., Inc Research Reports Securities Litigation, 2 MDL 1484 (JFK) (S.D.N.Y.). This case, brought on behalf of Merrill Lynch mutual fund investors, was resolved while on appeal from its dismissal by the district court, and following the Second Circuit's dismissal of a related case. Judge John Keenan, commenting on the $39 million settlement in January 2007, stated: "[I]t is beyond dispute that plaintiffs' counsel conducted this litigation with great skill and tenacity. The high quality of representation provided by lead counsel is evident from both the record of this case and the resumes that the lead counsel have submitted to the Court…Abbey Spanier [has] tremendous experience in the field of complex securities class litigation."

Tooley v. Donaldson, Lufkin & Jenrette, Inc., et al., C.A. No. 18414-NC (Del. Ch.). This class action, brought on behalf of DLJ shareholders alleging the board's breach of fiduciary duty, was initially dismissed on standing grounds without any resolution as to the sufficiency of plaintiffs' pleaded claims. On their second appeal to the Delaware Supreme Court, plaintiffs obtained a reversal of the dismissal of their pleading. The landmark decision by the Supreme Court represented a departure from earlier Delaware authority on the distinction between direct and derivative actions. The *Tooley* Court expressly disapproved both the concept of special injury and the concept that a claim is necessarily derivative if it affects all stockholders equally. As a result of *Tooley*, the analysis now turns solely on who suffered the alleged harm and who would benefit from any recovery or other remedy (the corporation or the suing stockholders).

PROMINENT CASES

The success of Abbey Spanier in prosecuting large, complex litigation in the fields of securities, mergers and acquisitions, corporate governance, consumer protection, unfair employment practices and antitrust is demonstrated by the significant results the Firm has achieved for its clients and others. The following is a representative list of some of the more notable cases and settlements achieved as a result of Abbey Spanier's efforts:

SECURITIES FRAUD LITIGATION

In re Adelphia Communications Corp Securities and Derivative Litigation, 03 MD 1529 (LMM) (S.D.N.Y.) ($455 million recovery);

In re BankAmerica Corp. Sec. Litig., MDL No. 1264 (E.D. Mo.) ($490 million recovery);

In re Waste Management, Inc. Sec. Litig., Master File No. 97-C-7709 (N.D. Ill.) ($220 million recovery);

In re Petro-Lewis Sec. Litig., No. 84-C-326, (D. Colo.) ($100 million recovery);

In re Chambers Development Sec. Litig., 92 Civ. 0679 (W.D. Pa.) ($95 million recovery);

In re Wedtech Corp. Sec. Litig., No. 86 Civ. 8628 (S.D.N.Y.) ($77.5 million recovery);
In re IDB Communications Group, Inc. Sec. Litig., Master File No. CV 94-3618 (C.D. Cal.) ($75 million recovery);

In re Westinghouse Sec. Litig., No. 91-354 (W.D. Pa.) ($67.5 million recovery);

In re Nat'l. Health Laboratories Sec. Litig., CV-92-1949 (S.D. Cal.) ($64 million recovery);

In re Nat'l. Medical Enterprises Sec. Litig., CV-91-5452-TJH (C.D. Cal.) ($60.7 million recovery);

In re Salomon, Inc. Sec. Litig., Nos. 91 Civ. 5442, 91 Civ. 5471, (S.D.N.Y.) ($54.5 million recovery);

In re Integrated Resources Sec. Litig., Master File No. 89 Civ. 4255 (S.D.N.Y.) ($54 million recovery);

In re LILCO Sec. Litig., No. 84 Civ. 0588 (E.D.N.Y.) ($48.5 million recovery);

In re Crazy Eddie Sec. Litig., No. 87 Civ. 0033 (E.D.N.Y.) ($42 million recovery);

In re Leslie Fay Cos. Sec. Litig., No. 92 Civ. 8036 (S.D.N.Y.) ($35 million recovery);

In re Datapoint Sec. Litig., C.A. No. SA-82-C.A. 3348 (S.D.Tex.) ($22 million.) The Firm acted as lead trial counsel in a securities fraud action tried to a plaintiffs' verdict before a jury against Peat Marwick Mitchell & Co.;

In re PSINet Sec. Litig., Civ. No. 00-cv-1850-A (E.D.Va) ($17.8 million recovery);

Hirsch v. PSS World Medical, Inc., Civ. No. 3:98-cv-502-J-32TEM (M.D. Fl.) ($16.5 million recovery); and

Cheney v. Cyberguard Corp. et al., C.A. No. 98-6897 (S.D. Fla.) ($10 million recovery).

INDIVIDUAL ACTION

State of New Jersey v. Gemstar - TV Guide Int'l et al., Case No. GC030987 (Cal. Super. Ct.) (In an individual action on behalf of the State of New Jersey the State recovered approximately 50% of its losses, or about nine times more than shareholders received in the average class action settlement.)

CORPORATE GOVERNANCE AND SHAREHOLDER RIGHTS

In re Cox Communications, Inc. Shareholders Litig., Consolidated C.A. No. 613-NC, Delaware Court of Chancery ($700 million increase in purchase price);

In re Seagate Technology, Inc. Sec. Litig., C.A. No. 17932-NC, Delaware Court of Chancery ($200 million increase in purchase price);

In re AXA Financial, Inc. Shareholders Litig., C.A. No. 18268-NC, Delaware Court of Chancery ($631 million increase in purchase price);

In re Warner-Lambert Company Shareholders Litig., C.A. No. 17519-NC Delaware Court of Chancery (Warner-Lambert shareholders received approximately $20 billion more than the value of the originally proposed merger with American Home Products.);

In re Cyprus Amax Minerals Company Shareholders Litig., C.A. No. 17383-NC, Delaware Court of Chancery ($900 million benefit to shareholders);

In re Tele-Communications, Inc. Shareholders Litigation, C.A. No. 16370 (Del. Ch.) ($52 million benefit to shareholders);

Lang v. The Reader's Digest Association, Inc., et al., C.A. 19574-NC, Delaware Court of Chancery ($21 million increase to shareholders in recapitalization);

In re RJR Nabisco, Inc. Sec. Litig., C.A. No. 10389 Delaware Court of Chancery ($55 million increase in purchase price);

In re Liberty Media Corp. Sec. Litig., C.A. No. 13168 Delaware Court of Chancery ($44 million increase in purchase price);

In re Fort Howard Corp. Sec. Litig., C.A. No. 9991 Delaware Court of Chancery ($13.4 million increase in purchase price);

In re Waste Management, Inc. Shareholders Deriv. Litig., C.A. No. 17313, Delaware Court of Chancery ($24.6 million benefit);

In re Morrison Knudson Corporation Deriv. Litig., C.A. No. 14032, Delaware Court of Chancery (Corporate governance changes requiring that board be comprised of non-employee directors and new directors; old board required to surrender significant retirement benefits);

In re Paramount Communications, Inc. Sec. Litig., C.A. No. 13117, Delaware Court of Chancery (shareholders received an additional $2 billion);

Schoenfeld v. XO Comm., Index No. 01-018358, New York Supreme Court (Successful attack on restructuring plan resulting in $8.33 million benefit to shareholders and participation in rights offering);

Glancy v. Sternlicht, Civ. No 204982 (Md. Cir. Ct.) (Shareholder derivative action asserting claims on behalf of Starwood Hotels & Resorts Worldwide for various directors' alleged usurpation of corporate opportunity resulting in substantial changes to corporate governance);

Joseph v. Shell Oil Co., 501 A.2d 409 (Del. Sup. 1985) (Landmark decision – first successful injunction action challenging disclosure. $200 million shareholder recovery);

Carmody v. Toll Brothers, Inc., 723 A.2d 1180 Delaware Court of Chancery (Landmark decision - successfully challenged "dead hand" poison pill); and

Cede & Co. v. JRC Acquisition Corp., C.A. No. 18648-NC (Del. Ch.) (Represented The Royce Funds at trial in an appraisal action in connection with a "going private" transaction.)

CONSUMER LITIGATION

Henry v. Sears, Roebuck & Co., No. 98 C 4110 (N.D. Ill.) ($156 million settlement on behalf of Sears Credit card holders, representing approximately 66% of all class members damages distributed automatically to each class member without filing a proof of claim form);

Kropinski v. Johnson & Johnson, Docket No. L-8886-96, New Jersey Superior Court; and

Specht v. Netscape Communications Corp., 150 F. Supp. 2d 585 (S.D.N.Y. 2001), *aff'd*, 306 F.3d 17 (2d Cir. 2002).

ANTITRUST LITIGATION

In re Nine West Shoes Antitrust Litigation, 80 F. Supp. 2d 181 (S.D.N.Y.) (This action was brought on behalf of purchasers of shoes sold by Nine West and its affiliates. The action alleged a combination of vertical and horizontal price-fixing and resulted in a decision imposing *per se* price-fixing liability despite the fact that the defendants only had a twenty percent market share. As a result of that decision, Nine West entered into an agreement with the Attorneys General of all 50 States and all United States Territories to settle the price-fixing claims for $54 million, to be distributed to women's groups throughout the country.)

THE FIRM'S LAWYERS

The Firm's attorneys represent one of the most experienced and skilled legal teams concentrating in class action litigation. Each member of the Firm has successfully prosecuted complex class and derivative actions and individual actions involving some of the largest corporations in the United States.

ATTORNEYS

ARTHUR N. ABBEY – Mr. Abbey received his B.A. from Hofstra University in 1957, his L.L.B. from New York Law School in 1959, and his M.B.A. from New York University Graduate School of Business Administration in 1961. He is admitted to the Bar of the State of New York, United States District Courts for the Southern and Eastern Districts of New York, most of the Circuit Courts of Appeals and the United States Supreme Court.

Mr. Abbey is the Firm's chief trial attorney, and has been lead counsel for many major class action securities matters, including one of the largest class action securities cases to go to trial, *In re Vivendi Universal, S.A. Securities Litig.*, 02 Civ. 5571 (RJH/HBP) (S.D.N.Y.) which culminated with a jury verdict finding Vivendi Universal, S.A. liable for securities fraud on all 57 material misstatements. As of 2010, the Vivendi case was just one of nine securities class actions tried to verdict based on wrongs committed following the passage of the PSLRA.

Mr. Abbey, the Senior and Founding Partner of Abbey Spanier, is a leading practitioner in the field of securities, antitrust and consumer litigation. As a result of his expertise in class and complex litigation, Mr. Abbey has negotiated hundreds of class action settlements achieving extraordinary results for class members.

Mr. Abbey is recognized as an authority on class and complex litigation, securities fraud and corporate governance, contests for corporate control and directors' and officers' insurer's liability. He is frequently asked to lecture and serve on panels before the plaintiffs' and defendants' bar and Corporate America alike on these issues as well as other complex litigation issues.

Mr. Abbey currently serves as Chairman of the Board of Trustees of New York Law School, Chairman of the Board of Trustees of the Federal Bar Council and Chairman of the Joint Audit Committee of the Federal Bar Council and the Federal Bar Foundation.

NANCY KABOOLIAN – Ms. Kaboolian received her B.A. from the State University of New York at Fredonia in 1979 and her J.D. from New York Law School in 1989. She is admitted to the Bar of the State of New York and the United States District Courts for the Southern and Eastern Districts of New York.

Ms. Kaboolian has litigated complex class actions in state and federal courts across the country for her entire career. Ms. Kaboolian manages the Firm's case development team responsible for highlighting and analyzing potential new cases. Her responsibilities include overseeing the Firm's institutional investor monitoring program. In addition, Ms. Kaboolian performs a variety of research projects for the Firm's institutional clients to evaluate current trends in class action litigation and class action settlements. She is the liaison with the Firm's institutional clients and prepares all presentations and reports for those clients. Ms. Kaboolian is responsible for spearheading the Firm's business and development initiatives as well as managing its marketing and social network efforts.

JUDITH L. SPANIER – Ms. Spanier received her B.A. from Cornell University, College of Arts and Sciences in 1975, and her J.D. from New York University School of Law in 1978. She is admitted to the Bar of the State of New York, the United States District Courts for the Southern and Eastern Districts of New York and the Second, Ninth and Tenth Circuit Courts of Appeals.

Ms. Spanier has served as lead counsel or co-lead counsel in numerous cases that have achieved significant benefits on behalf of shareholders including *In re Adelphia Comm. Corp. Sec. & Deriv. Litig.*, 3 MDL 1859 (S.D.N.Y.); *In re Tele-Communications, Inc. Shareholders Litig.*, C.A. No. 16370 (Del. Ch.) and *In re Waste Management, Inc. Shareholders Deriv. Litig.*, C.A. No. 17313, (Del. Ch.). Ms. Spanier successfully argued the appeal before the Delaware Supreme Court in *In re Primedia, Inc. Derivative* Action; *Kahn v. Kolberg Kravis Roberts & Co., et al*., No. 436, 2010, 2011 Del. LEXIS 313 (Del. Sup. Ct. June 20, 2011). The Delaware Supreme Court reversed the dismissal of the shareholder derivative lawsuit on behalf of Primedia Inc. (PRM) seeking to recoup monies arising out of alleged insider trading in Primedia's securities by Kolberg Kravis Roberts & Co. ("KKR") the Company's controlling shareholder.

Ms. Spanier was one of the lead trial attorneys in *Braun and Hummel v. Wal-Mart Stores, Inc.*, Case Nos. 3127 and 3757 (Court of Common Pleas, Philadelphia County). The lawyers on the Braun/Hummel trial team were named as finalists by Public Justice for the 2007 Trial Lawyer of the Year Award. In addition, Ms. Spanier argued the successful appeal to the New Jersey Supreme Court from the denial of class certification in *Iliadis v. Wal-Mart Stores, Inc.*, 191 N.J. 88 (2007). Ms. Spanier was also on the plaintiff's lead counsel teams in several large consumer class actions including *Henry v. Sears, Roebuck*, No. 98 C 4110 (N.D. Ill.) (class action on behalf of an 11 million member class).

Ms. Spanier was a member of the Labor and Employment Committee of the New York City Bar Association. She has lectured or served as a panelist at various Glasser Legal Works Panels on "Litigation and Resolution of Complex Class Actions"; a panel member in a July 2008 PLI seminar, "Class Action Litigation 2008: Prosecution and Defense Strategies"; and a December 11, 2008 New York City Bar Association seminar, "Securities Litigation During the Credit Crisis: Current Developments and Strategies." Ms. Spanier was a Faculty Lecturer at a June 14, 2012 New York City Bar Association seminar, "Staying on Top of the Latest Developments in Wage & Hour Law: Key Court Decisions, Government Initiatives & Compliance Challenges."

JEREMY NASH – Mr. Nash received his B.S. in Biology from the University of California, San Diego in 2003 and his J.D. from New York Law School in 2006. Mr. Nash is admitted to the Bar of the State of New York and the United States District Courts for the Southern and Eastern Districts of New York.

EXHIBIT D

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EXHIBIT 1

Mendez v. Avis Budget Group, Inc. et al., No. 2:11-cv-06537

Abbey Spanier, LLP

Time and Lodestar Summary

Inception through November 22, 2022

Name	Title P Partner OC Of Counsel A Associate PL Paralegal LC Law Clerk	Year of Admission	1 Investigations, Factual Research, Experts (hours)	2 Discovery (hours)	3 Pleadings, Briefs, Pretrial Motions (hours)	4 Court Appearance and Preparation (hours)	5 Settlement (hours)	6 Litigation Strategy, Analysis, Case Mgt. (hours)	Hours	Rate	Lodestar
Attorneys											
Judith L. Spanier	P	1979	70.75	447.75	347.50	18.75	294.75	189.50	1,369.00	$919	$1,258,111.00
Nancy Kaboolian	P	1990	14.00	45.50	146.50		23.25	19.25	248.50	$880	$218,680.00
Jeremy N. Nash	A	2007	150.00	1,402.00	115.50	24.75	9.25	118.25	1,819.75	$675	$1,228,331.25
Total Attorney Time			**234.75**	**1,895.25**	**609.50**	**43.50**	**327.25**	**327.00**	**3,437.25**		**$2,705,122.25**
Non-Attorneys											
Yvonne Gadsden	PL	N/A		97.50	3.00				100.50	$430	$43,215.00
Cindy Bomzer	PL	N/A		.50					.50	$375	$187.50
Total Non-Attorney Time				**98.00**	**3.00**				**101.00**		**$43,402.50**
TOTALS ALL TIME			**234.75**	**1,993.25**	**612.50**	**43.50**	**327.25**	**327.00**	**3,538.25**		**$2,748,524.75**

EXHIBIT E

EXPENSE REPORT

Mendez v. Avis Budget Group, Inc., et al.
Civil Action No.: 11-6537(CCC)(JAD)

FIRM NAME: **ABBEY SPANIER, LLP**

REPORTING PERIOD: INCEPTION THROUGH NOVEMBER 2022

Travel	$1,214.85
Experts	$206,446.22
Depositions and Transcripts	$25,541.01
Mediation	$20,907.99
Lexis, Pacer, etc.	$16,447.27
Filing, Court, Witness Fees	$1,197.00
Messenger & FedEx	$39.48
Copy/Duplicating	$55.75
Miscellaneous	$65.27
Technology	$1,846.88
Total	$273,761.72

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JOSE MENDEZ, Individually and on Behalf of All Others Similarly Situated, *Plaintiff*, v. AVIS BUDGET GROUP, INC. d/b/a BUDGET RENT A CAR SYSTEM, INC. and AVIS RENT A CAR SYSTEM, LLC; and HIGHWAY TOLL ADMINISTRATION, LLC, *Defendants*.	Civil Action No.: 11-6537(CCC)(JAD) **FINAL APPROVAL ORDER AND JUDGMENT**

THIS MATTER having been presented to the Court by Lite DePalma Greenberg & Afanador LLC, and Abbey Spanier LLP (together "Class Counsel"), as counsel for Plaintiff Jose Mendez ("Class Representative"), along with Day Pitney, LLP, as counsel for Avis Budget Group, Inc. ("ABG"), and Highway Toll Administration, LLC ("HTA") (ABG and HTA together herein referred to as "Defendants") by way of a Motion for Final Approval of the proposed Settlement Agreement (the "Settlement Agreement" or "Agreement") of the above-captioned lawsuit (the "Action"). All of the parties identified above are collectively referred to as the "Parties."

WHEREAS, the Court finds that it has jurisdiction over this action, Class Members, and the Parties under 28 U.S.C. § 1332 and that venue is proper in this district; and

WHEREAS, the Parties have submitted the Settlement Agreement dated June 29, 2022, together with numerous exhibits and proposed orders, to the Court;

WHEREAS, the Court finds that the Settlement Agreement was entered into at arms' length by experienced counsel and after multiple mediation sessions and extensive negotiations and the Settlement Agreement is not the result of collusion; and

WHEREAS, the Court granted Plaintiff's Motion for Preliminary Approval of the Settlement Agreement on _____, 2022, and conditionally certified the Class solely for purposes of settlement; and

WHEREAS, pursuant to the Settlement Agreement and the Court's Preliminary Approval Order, a class list was compiled from Defendants' e-Toll records. A total of _____ potential Class Members were identified. Such potential Class Members were thereafter provided with notice and an opportunity to object to the Settlement Agreement or opt-out of the Class; and

WHEREAS, the Court conducted a Final Approval Hearing on _____ to determine whether the proposed Settlement Agreement is fair, reasonable, and adequate, and whether the Settlement Agreement should be approved in final by this Court; and

WHEREAS, [ ] objections were filed with respect to the proposed Settlement Agreement and/or Motion for Fees and Costs; and at the Final Approval Hearing, Class Counsel appeared for the Class, Day Pitney LLP appeared for Defendants; and [ ] Class Members appeared at the Final Approval Hearing to contest the Settlement Agreement; and

WHEREAS, the Court has fully considered the record of these proceedings, the representations, argument, and recommendation of counsel, and the requirements of law; and good cause appearing,

IT IS THIS _____ day of _____, 2022, ORDERED, DECREED, and ADJUDGED as follows:

1. **Definitions.** Unless otherwise provided herein, the Court adopts and incorporates the definitions of all capitalized terms in the Settlement Agreement and those defined terms shall have the same meaning in this Order.

2. **Approval of the Class.** This Court finally certifies the following Class pursuant to Fed. R. Civ. P. 23(a) and (b)(3):

> All U.S. residents who (1) rented an Avis or Budget vehicle from a company owned location in the U.S. during the Class Period and, (2) in connection with that rental, paid Avis, Budget or their electronic toll processing administrator, HTA, for their use of e-Toll.
>
> Excluded from the Class are the following categories of customers: (1) Persons who were employed by the Defendants at any time from April 1, 2007 through the present; (2) legal representatives of the Defendants; and (3) judges who have presided over this case and their immediate families.

"Class Period" means April 1, 2007 through December 31, 2015, except that for rental transactions originating in Florida, Texas, and Colorado the class period is March 2, 2009 through December 31, 2015. The Court finds that the Class meets all the applicable requirements of Rule 23 of the Federal Rules of Civil Procedure, affirms certification of the Class, and approves the Settlement Agreement as being fair, just, reasonable, and adequate. Specifically, the Court finds and concludes: (a) Pursuant to Fed. R. Civ. P. 23(a)(1), that Class Members are so numerous as to make joinder of all members impracticable; (b) Pursuant to Fed. R. Civ. P. 23(a)(2) there are questions of law or fact common to members of the proposed Class; (c) Pursuant to Fed. R. Civ. P. 23(a)(3) the claims of the Plaintiff are typical of the claims of the Class Members he seeks to represent; (d) Pursuant to Fed. R. Civ. P. 23(a)(4), Plaintiff and Class Counsel will fairly and adequately protect the interests of all members of the Class they seek to represent and the interests of Plaintiff are not antagonistic to those of the Class; (e) Pursuant to

Fed. R. Civ. P. 23(b)(3) questions of law or fact common to the proposed settlement Class Members predominate over any questions affecting only individual members; and (f) Pursuant to Fed. R. Civ. P. 23(b)(3), a class action is superior to other available methods for the fair and efficient adjudication of the Action.

3. **Approval of Class Representatives**. Based upon the Court's familiarity with the claims and parties, the Court finds that the Plaintiff adequately has represented and represents the interests of the Class, and the Court hereby confirms his appointment as Class Representatives.

4. **Approval of Class Counsel**. The Court finds that Class Counsel have fairly and adequately represented and represent the interests of Plaintiff and the Class and hereby confirms them as Class Counsel pursuant to Fed. R. Civ. P. 23(g).

5. **Approval of Settlement Agreement**. The Court finds, upon review of the Settlement Agreement and consideration of the factors enunciated in *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975), *In re Baby Products Antitrust Litigation*, 708 F.3d 163 (3d Cir. 2013), and *In re Prudential Insurance Co. of America Sales Practices Litigation*, 148 F.3d 283 (3d Cir. 1998), that the Settlement Agreement and the proposed benefits to the Class are fair, reasonable and adequate. Accordingly, the terms of the Settlement Agreement, including all exhibits thereto, are approved in their entirety by the Court and incorporated into this Order as if expressly set forth and shall have the same force and effect of an Order of the Court. The Parties and their counsel are ordered to implement and to consummate the Settlement Agreement according to its terms and provisions. The releases set forth in the Settlement Agreement are incorporated by reference.

6. **Approval of Class Benefits**. The direct benefits available to Class Members, as described in the Settlement Agreement, are approved as fair, reasonable, and adequate to the

Class, and the Settlement Administrator is directed to continue to administer the Settlement Agreement according to the terms of the Settlement Agreement.

7. **Adequacy of Notices**. The Court finds that due and adequate notice was provided pursuant to Rule 23 of the Federal Rules of Civil Procedure to all members of the Class, notifying the Class of, *inter alia*, the pendency of this action and the proposed Settlement Agreement. The notice program set forth in the Settlement Agreement and provided to the Class was the best notice practicable under the circumstances. The notice program as carried out pursuant to the terms of the Settlement Agreement fully complied in all respects with the requirements of Rule 23 and Constitutional requirements of due process.

8. **CAFA Public Official Notification**. The Defendants have provided notification to all appropriate federal and state officials regarding the Settlement Agreement as required by the Class Action Fairness Act, 28 U.S.C. §1715.

9. **Opt-Out Settlement Class Members**. Attached hereto and incorporated herein as Exhibit _____ is a schedule of all Class Members who have timely and validly requested to be excluded from the Class and accordingly are not included in or bound by this Final Approval Order and Judgment. The Class Members who have filed a Request for Exclusion are not entitled to receive any direct benefits, as described in the Settlement Agreement.

10. **Objections**. The Court finds that the response of Class Members supports final approval of the Settlement Agreement and that the contentions of the ( ) objectors are without merit and are overruled.

11. **Binding**. The terms of this Final Approval Order and Judgment and the Settlement Agreement are binding on the Plaintiff and all members of the Class who have not timely and validly opted-out and shall have *res judicata*, collateral estoppel, and all other

preclusive effect on any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damage, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interests, or expenses which are based on or in any way related to any and all claims for relief, causes of actions, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interests, or expenses which were or could have been asserted in the Action or any other claims under state or federal law, which arise from, are based on, or in any way are related to the e-Toll service and product that is the subject of this Action.

12. **Dismissal With Prejudice**. The Consolidated Action, including any and all claims against Defendants, are dismissed on the merits and with prejudice.

13. **Release of Dismissed Claims**. The Release set forth in the Settlement Agreement is incorporated by reference and provides, inter alia, that for and in consideration of the benefits and mutual promises contained in the Settlement Agreement, the Class-Related Releasing Parties release the Class-Related Released Parties of all Class Released Claims which means all claims (including without limitation, claims for attorneys' fees and costs), causes of action, actions, or suits, by or on behalf of any Class Member, whether arising by statute, law or in equity, under the law of any jurisdiction, which were or could have been asserted in the Action, whether liquidated or unliquidated, known or unknown, in law, equity, arbitration, or otherwise, whether or not concealed or hidden, that in any way relate to, in whole or in part, or arise out of, any of the allegations, defenses, claims, motions and/or theories raised in or that could have been raised in the Action relating to e-Toll-Related Charges.

14. **Bar Order**. Upon the Effective Date, Plaintiff, Class Members and all other Class-Related Releasing Parties, except for those who have timely excluded themselves from the

Class (as identified on Exhibit ____ hereto), are forever barred and enjoined from commencing, instituting or continuing to prosecute any action or any proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind (whether within the United States or not) asserting any of the Class Released Claims (including unknown claims) against any of the Class-Related Released Parties.

15. **Class Counsel's Award**. Upon review of the Settlement Agreement and Class Counsel's request for an award of Fees and Costs, the Court finds that the fee requested is reasonable and the award of attorneys' fees in this class action settlement is appropriate and Class Counsel's motion will be granted. Class Counsel is hereby awarded reasonable fees in the amount of $_____ and costs in the amount of $_____. These amounts shall be paid and distributed in accordance with the Settlement Agreement.

16. **Class Representatives' Service Award**. The Class Representative is hereby awarded a service award in the amount of $_____. This service award shall be paid and distributed in accordance with the Settlement Agreement.

17. **Ongoing Jurisdiction**. Without affecting the finality of this Final Approval Order and Judgment, the Court shall retain continuing exclusive jurisdiction over this Action, the Parties and the Class, and the administration and enforcement of the Settlement Agreement, the Fee and Cost Award and the Service Award. Any disputes or controversies arising with respect to the enforcement or implementation of the Settlement Agreement shall be presented by motion to this Court.

18. In the event the Settlement Agreement does not become effective according to the terms of the Settlement Agreement, this Final Approval Order and Judgment shall be rendered void as provided by the Settlement Agreement, shall be vacated and all orders entered and claims

released in connection herewith shall be void to the extent provided by and in accordance with the Settlement Agreement.

19. **No Admission**. Neither this Order nor the Settlement Agreement nor any other settlement-related document nor anything contained herein or therein or contemplated hereby or thereby nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other settlement-related document, shall constitute, be construed as or be deemed to be evidence of, or an admission or concession by the Defendants as to, the validity of any claim that has been or could have been asserted against any or all of them or as to any liability of any or all of them as to any matter set forth in this Order, or as to the propriety of class certification for any purposes other than for purposes of the Settlement Agreement.

20. There being no just reason for delay, the Clerk of Court is ordered to immediately enter this Final Approval Order and Judgment forthwith.

Dated:_____

_____
Hon. Claire C. Cecchi, U.S.D.J.