IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

JUDY KIRKBRIDE and BEETA LEWIS, individually and on behalf of all others similarly situated, Plaintiffs, vs. THE KROGER CO., Defendant.	)	Case No. 2:21-cv-00022-DRC-SCS District Judge Douglas R. Cole Magistrate Judge S. Courter Shimeall

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

Plaintiffs Judy Kirkbride and Beeta Lewis, through their undersigned attorneys, hereby move this Court for an Order, pursuant to Federal Rule of Civil Procedure 23(h), approving Class Counsel's[1] attorneys' fees in the amount of one-third of the Settlement Fund, or $5,666,666.66, costs and expenses in the amount of $610,325.71, as well as Service Awards of $5,000 each for Plaintiffs Judy Kirkbride and Beeta Lewis, and granting such other or further relief as the court deems just and proper.

This motion is based upon the accompanying Memorandum of Law, the Declaration of Joseph I. Marchese in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards and exhibits thereto, the Declaration of Joshua D. Arisohn in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards and exhibits thereto, the

[1] All capitalized terms not defined herein have the meanings ascribed to them in the Class Action Settlement Agreement, including the exhibits thereto, dated March 12, 2026 (the "Settlement Agreement"), which is attached as Exhibit A to the Declaration of Joseph I. Marchese in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards, filed concurrently herewith.

Declaration of Joel D. Smith in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards and exhibits thereto, the Declaration of Scott D. Simpkins in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards and exhibits thereto, the Declaration of Judy Kirkbride, and the Declaration of Beeta Lewis.

DATED: October 6, 2026

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Class Counsel

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PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF THEIR MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

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I. INTRODUCTION

The Class Action Settlement Agreement[2] between Plaintiffs Judy Kirkbride and Beeta Lewis (collectively "Plaintiffs") and Defendant The Kroger Co. ("Defendant" or "Kroger"), if finally approved, resolves Plaintiffs' and the Settlement Class's claims against Kroger related to Defendant's practice of allegedly inflating its usual & customary ("U&C") prices for prescription medications in insured transactions, causing insured customers to pay more for prescription medications than they should have. The Settlement Agreement, preliminarily approved by the Court, creates a $17,000,000 all-cash common fund for the benefit of the Settlement Class, which will be used to pay all approved claims by Settlement Class Members, Notice and Administration Expenses, Court-approved Service Awards to Plaintiffs, and Court-approved attorneys' fees, costs, and expenses to Class Counsel. Each Settlement Class Member who submits a simple Claim Form, and in some circumstances documentation, will receive a *pro rata* cash payment based on his or her estimated or actual total out-of-pocket expenditure for prescription drugs at Kroger during the Settlement Class Period for transactions in which he or she used an insurance benefit.

Obtaining this excellent result did not come easily. As set forth in the accompanying Marchese Dec. ¶¶ 3-84, the Declaration of Joshua D. Arisohn in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards ("Arisohn Dec.") ¶¶ 3-120, and the Declaration of Joel D. Smith in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards ("Smith Dec.") ¶¶ 3-27, Class Counsel shouldered significant risk in battling through approximately five years of hard-fought, fully contingent litigation which involved, among other things: (1) complex factual and legal investigation into Kroger's U&C reporting

[2] All capitalized terms not defined herein have the meanings ascribed to them in the Class Action Settlement Agreement, including the exhibits thereto, dated March 12, 2026 (the "Settlement Agreement"), which is attached as **Exhibit A** to the Declaration of Joseph I. Marchese in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards ("Marchese Dec."), filed herewith.

practices; (2) filing multiple complaints, including the operative First Amended Class Action Complaint (ECF No. 30) ("FAC"); (3) substantially overcoming Defendant's motion to dismiss and motion to strike Plaintiffs' class allegations; (4) undertaking complete pre-certification fact and expert discovery; (5) class certification briefing and briefing on Defendant's numerous *Daubert* motions directed at Plaintiffs' experts; (6) expert discovery; (7) a three-day evidentiary hearing and argument on Plaintiffs' motion for class certification and Defendant's *Daubert* motions (resulting in a complete victory for Plaintiffs); (8) opposing Defendant's Federal Rule of Civil Procedure ("Rule") 23(f) petition in the Sixth Circuit; and (9) engaging in arms-length settlement negotiations over several months, culminating with the Settlement Agreement.

Plaintiffs respectfully request, pursuant to Rule 23(h), that the Court approve Class Counsel's requested attorneys' fees of one-third of the Settlement Fund, or $5,666,666.66, reimbursement of $610,325.71 in costs and expenses, and Service Awards of $5,000 each for Plaintiffs for their service as class representatives.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Plaintiffs' Allegations

Plaintiffs' central allegation is that Defendant improperly reported its U&C prices for prescription medications for insured transactions, resulting in insured customers (like Plaintiffs) paying more for prescription medications than they should have. *See* FAC, ¶¶ 1-2. Plaintiffs allege that Kroger should have reported its discounted Rx Savings Club ("Savings Club") prices as its U&C prices for insured transactions instead of its higher "retail" prices. *Id.* ¶¶ 1-2, 4, 8, 24-25. Plaintiffs brought claims against Kroger for fraud, unjust enrichment, and negligent misrepresentation. *Id.* ¶¶ 38-64. Plaintiffs were insured consumers who filled prescriptions at Kroger using an insurance benefit and paid more for those prescriptions than Kroger's Savings Club price. *Id.* ¶¶ 4, 8.

B. The Litigation And Work Performed To Benefit The Settlement Class

Over the course of over five years of litigation, the Class Counsel firms[3] (across attorneys and staff) devoted 3,477.9 hours to this matter. Following a robust pre-suit investigation (Arisohn Dec. ¶ 3 and Smith Dec. ¶ 3), Class Counsel prepared an initial Class Action Complaint in this matter on behalf of Plaintiff Kirkbride and filed the same on January 5, 2021. ECF No. 1. Defendant moved to dismiss and to strike the class allegations (ECF No. 26, 28). In response, Class Counsel prepared the now-operative FAC and filed the same on April 29, 2021. ECF No. 30. Defendant renewed its motion to dismiss and motion to strike the class allegations. ECF No. 31-32, 35. Class Counsel opposed Defendant's motions to dismiss and strike the class allegations. ECF No. 37-38. On July 12, 2022, the Court substantially denied Kroger's motions to dismiss the FAC and to strike the class allegations. ECF No. 42. After Kroger filed its answer to the FAC, Plaintiffs filed a motion to strike Kroger's affirmative defenses. ECF No. 44; ECF No. 45. On January 1, 2023, Kroger filed an amended answer to the FAC. ECF No. 55. On January 23, 2023, Plaintiffs renewed their motion to strike Defendant's affirmative defenses. ECF No. 57. On September 5, 2023, the District Court struck, without prejudice, certain of Kroger's affirmative defenses. ECF No. 62. At the pleading stage, the parties briefed four motions: (1) Defendant's motion to dismiss; (2) Defendant's motion to strike Plaintiffs' class allegations; (3) Plaintiffs' motion to strike Defendant's affirmative defenses; and (4) Defendant's motion to stay discovery. Marchese Dec. ¶ 29.

Following the Court's decision on Defendant's motion to dismiss, the parties conducted fulsome pre-class certification fact and expert discovery, which included: (i) numerous written

[3] While not appointed as Class Counsel, local counsel Scott D. Simpkins also performed substantial work on behalf of the Settlement Class. *See* Declaration of Scott D. Simpkins in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards ("Simpkins Dec.").

discovery demands directed at the Plaintiffs and Kroger; (ii) several meet and confer calls between counsel and a hearing with then Magistrate Judge Deavers to address discovery disputes; (iii) substantial document production by Plaintiffs; (iv) Class Counsel's review of over 22,000 pages of documents produced by Kroger; (v) depositions of the Plaintiffs, Defendant, and several of the parties' experts; and (vi) third-party discovery from numerous insurers and PBMs. Marchese Dec. ¶¶ 31-43, 55; Arisohn Dec. ¶¶ 18-105 and Smith Dec. ¶¶ 5-23.

As to written discovery, Plaintiffs issued and Kroger responded to 16 requests for production, 11 interrogatories, and 4 requests for admission. Marchese Dec. ¶ 38. Kroger issued and Plaintiffs responded to 30 requests for production, 10 interrogatories, and 13 requests for admission. *Id*. Class Counsel engaged in numerous meet and confer calls with Defendant's counsel to negotiate discovery issues, including the scope of Defendant's document production. Arisohn Dec. ¶¶ 22, 28, 34, 72; Smith Dec. ¶ 5. On January 18, 2023, Plaintiffs submitted certain discovery disputes to the Court, resulting in Magistrate Judge Deavers compelling Kroger to produce certain documents. Marchese Dec. ¶ 34. The parties also engaged in third-party discovery, with Kroger issuing six non-party subpoenas and Plaintiffs issuing two non-party subpoenas for documents, and the Parties received documents and data in response. *Id.* ¶ 39. Class Counsel also participated in meet and confer calls with certain third parties regarding document production related to the subpoenas. Arisohn Dec. ¶ 64; Smith Dec. ¶ 5.

Class Counsel prepared for and took a Rule 30(b)(6) deposition of Kroger and deposed Kroger's experts Michael Jacobs, Dr. James W. Hughes, and Jed Smith. Marchese Dec. ¶ 41; Arisohn Dec. ¶¶ 82, 85, 100, 104-105; Smith Dec. ¶ 20. Class Counsel also prepared for and defended the depositions of Plaintiffs Kirkbride and Lewis. Arisohn Dec. ¶¶ 87, 89; Smith Dec. ¶ 11. At the class certification stage, Class Counsel prepared for and defended the depositions of Plaintiffs' experts Dr. Kenneth Schafermeyer and Colin Weir. Arisohn Dec. ¶ 96; Smith Dec. ¶

15. In total, Class Counsel took or defended nine party and non-party depositions pursuant to Federal Rules of Civil Procedure 30(b)(6) and 45, including depositions of the majority of the parties' experts, Kroger, and the two named Plaintiffs. Marchese Dec. ¶ 41.

On February 26, 2024, Plaintiffs filed their motion for class certification and expert reports, ECF Nos. 72, 72-1. On May 28, 2024, Kroger filed its opposition to Plaintiffs' motion for class certification and its expert reports. ECF Nos. 84, 84-1, 84-2. Defendant also filed *Daubert* motions. ECF Nos. 84, 84-1, 84-2; ECF No. 93-94, 110-11. Class certification briefing concluded following the filing of Plaintiffs' reply papers, including rebuttal expert reports, and Defendant's additional sur-reply and sur-rebuttal expert report. ECF Nos. 101, 101-1, 147, 149. On October 3, 2024, the Parties completed all briefing related to Kroger's *Daubert* motions. ECF Nos. 85, 85-1, 85-2, 86, 86-1, 86-2, 98, 98-1, 99, 99-1, 99-2, 99-3, 99-4, 99-5, 108, 108-1, 108-2, 109, 110, 110-1, 110-2, 111, 115, 116, 118, 119.

Following the close of class certification briefing, the Court set a three-day evidentiary hearing and oral argument related to Plaintiffs' motion for class certification and Defendant's *Daubert* motions. ECF No. 128. Class Counsel undertook significant preparation for the evidentiary hearing and argument, which included: (1) conferring with Defendant's counsel and negotiating hearing parameters, confidentiality issues, and a protocol for exhibit exchange; (2) preparing exhibit lists and exhibit submissions to the Court, including demonstrative exhibits; (3) preparing for direct and cross examination of Plaintiffs' experts, including meeting with and preparing Plaintiffs' experts for the same; (4) preparing for cross examination of Defendants' experts; and (5) preparing for oral argument regarding Plaintiffs' class certification motion and Defendant's *Daubert* motions. Marchese Dec. ¶¶ 60-67; Arisohn Dec. ¶ 115.

On March 13, 2025, the Court held a status conference and argument on, *inter alia*, Defendant's request to bar Dr. Schafermeyer from testifying as to certain subjects at the

evidentiary hearing, including the meaning of "cash customer" and "cash prices" in the context of pharmacy transactions. Marchese Dec. ¶ 66. Following argument from counsel, the Court denied Defendant's request and declined to limit Dr. Schafermeyer's testimony. *Id*. On March 19-21, 2025, the Court held a three-day evidentiary hearing and oral argument on Plaintiffs' motion for class certification and Kroger's *Daubert* motions. ECF No. 85; ECF No. 86; ECF No. 101; ECF No. 110; ECF No. 111; ECF No. 144; ECF No. 145; ECF No. 147; ECF No. 156. On March 28, 2025, the Court granted Plaintiffs' motion for class certification and denied Defendant's *Daubert* motions. ECF No. 142.

Kroger filed a petition for permission to appeal the District Court's grant of class certification with the Sixth Circuit pursuant to Rule 23(f). *Kirkbride et al. v. The Kroger Co.*, No. 25-0302 (6th Cir. Apr. 11, 2025), ECF No. 1-2. On April 21, 2025, Plaintiffs filed an opposition to Defendant's Rule 23(f) petition. *Id.*, ECF No. 9. Defendant's petition has been held in abeyance by the Sixth Circuit pending final approval of the Settlement.

Following Defendant's Rule 23(f) petition, the parties engaged in arms-length settlement discussions and engaged mediator Miles Ruthberg of Phillips ADR. Marchese Dec. ¶¶ 78-79. Class Counsel undertook substantial work in advance of the August 21, 2025 mediation, including: (1) preparing detailed opening and reply mediation statements which included extensive evidence developed through fact and expert discovery; (2) negotiating for and obtaining additional data from Kroger for purposes of mediation (beyond the claims data already produced for the litigation classes) regarding sales of prescription drugs nationwide, and working with Mr. Weir to estimate class-wide damages using the newly acquired data; and (3) participating in a pre-mediation call with Mr. Ruthberg. *Id.* ¶¶ 80-83. The parties attended an in-person mediation on August 21, 2025, and engaged in additional negotiations for several months thereafter, ultimately agreeing to settle the Action pursuant to a mediator's recommendation on the terms set forth in the Settlement

Agreement. *Id.* ¶ 84. The Parties executed a Settlement Term Sheet on November 21, 2025 and executed the Settlement Agreement on March 12, 2026. *Id.* ¶¶ 84, 87. Class Counsel filed an unopposed motion for preliminary approval on March 12, 2026. ECF No. 157. On June 24, 2026, the Court granted preliminary approval of the Settlement following argument on the motion presented by Class Counsel on June 8, 2026. ECF No. 163, 164, 165.

III. SUMMARY OF THE SETTLEMENT

The Settlement creates a $17,000,000 non-reversionary, all-cash common fund for the benefit of the Settlement Class, namely all individuals in the United States and its territories who, between December 9, 2018 and August 23, 2026, paid in whole or in part for one or more prescription drugs from Kroger using their insurance. Marchese Dec., Ex. A ¶ 1.38. Settlement Class Members will receive a *pro rata* cash payment calculated based on the estimated or actual total amount each Settlement Class Member paid for prescription drugs at Kroger while using an insurance benefit. *Id.* at Ex. A, [Proposed] Plan of Allocation and Distribution, ¶¶ 7, 10.

IV. ARGUMENT

A. The Requested Attorneys' Fees, Costs, And Expenses Are Reasonable And Should Be Approved

The requested fee award of $5,666,666.66, representing one-third of the all-cash common fund, is reasonable and merits approval. Under Rule 23(h), courts may award "reasonable attorney's fees and nontaxable costs that are authorized by law or the parties' agreement." Here, the Settlement Agreement provides that Class Counsel may petition the Court for an award of attorneys' fees up to one-third of the Settlement Fund. Marchese Dec., Ex. A, ¶ 7.1.

In common fund cases such as this one, courts in the Sixth Circuit apply either the "percentage of the fund" method or the "lodestar" method. *Van Horn v. Nationwide Prop. & Cas. Ins. Co.*, 436 F. App'x 496, 498 (6th Cir. 2011) ("In general, there are two methods for calculating attorney's fees: the lodestar and the percentage-of-the-fund."). The Court has discretion in choosing which method

to employ. *Id.* "In general, [. . .] percentage of the fund has been the preferred method for common fund cases, where there is a single pool of money and each class member is entitled to a share (i.e., a 'common fund')." *Lonardo v. Travelers Indem. Co.*, 706 F. Supp. 2d 766, 789 (N.D. Ohio 2010), *on reconsideration in part* (July 21, 2010). The percentage of the fund method is preferred in this District. *Connectivity Sys. Inc. v. Nat'l City Bank*, 2011 WL 292008, at *13 (S.D. Ohio Jan. 26, 2011) ("[I]n the Southern District of Ohio, the preferred method is to award a reasonable percentage of the fund, with reference to the lodestar and the resulting multiplier[.]"). "The advantages of the percentage of the fund method are that: 'it is easy to calculate; it establishes reasonable expectations on the part of plaintiffs' attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation.'" *Moore v. Aerotek, Inc.*, 2017 WL 2838148, at *6 (S.D. Ohio June 30, 2017), *report and recommendation adopted*, 2017 WL 3142403 (S.D. Ohio July 25, 2017) (quoting *Rawlings v. Prudential–Bache Props., Inc.,* 9 F.3d 513, 516-17 (6th Cir. 1993)). The "lodestar method should arguably be avoided in situations where such a common fund exists because it does not adequately acknowledge (1) the result achieved or (2) the special skill of the attorney(s) in obtaining that result." *Fournier v. PFS Invs., Inc.*, 997 F. Supp. 828, 831 (E.D. Mich. 1998).

A "one-third fee request[] falls within the typical range for [common fund] cases." *Moore*, 2017 WL 2838148, at *6; *see also Macaluso v. Zirtual Startups, LLC*, 2021 WL 3639665, at *4 (S.D. Ohio Aug. 17, 2021) ("When using the percentage-of-the-fund method, courts in this Circuit generally approve of awards that are one-third of the total settlement."); *Thomas, et al. v. Mitsubishi Electric Automotive America, Inc.*, 2026 WL 1469413, at *10 (S.D. Ohio May 26, 2026) ("Class Counsel request attorneys' fees [. . .] representing one-third of the common fund. . . . The Court finds that request reasonable."); *Osman v. Grube, Inc.*, 2018 WL 2095172, at *3 (N.D. Ohio May 4, 2018) ("One-third of the common fund is a reasonable attorneys' fee award [. . .]"); *In re Se. Milk Antitrust Litig.*, 2013 WL 2155387, at *3 (E.D. Tenn. May 17, 2013) (a request for one third of the settlement

fund "is certainly within the range of fees often awarded in common fund cases, both nationwide and in the Sixth Circuit"); *In re AME Church Emp. Ret. Fund Litig.*, 2025 WL 2396514, at *12 (W.D. Tenn. Aug. 18, 2025) (collecting cases and concluding that the "one-third fee requested is within the range of fee awards made by courts in th[e Sixth] Circuit.").[4] Courts in the Southern District of Ohio have found an award of one-third of the fund "consistent with the general fee awards in class action cases[.]" *Johnson v. Midwest Logistics Sys., Ltd.*, 2013 WL 2295880, at *6 (S.D. Ohio May 24, 2013).

1. The Percentage-Of-Recovery Method Should Be Used To Calculate Fees

As aforementioned, the preferred method for awarding attorneys' fees in this District is the percentage of the fund method. *Connectivity Sys. Inc.*, 2011 WL 292008, at *13; *In re Cardinal Health Inc. Sec. Litigations*, 528 F. Supp. 2d 752, 762 (S.D. Ohio 2007) ("As a threshold matter, the Court notes that the percentage approach is the current prevailing method [. . .]."). Courts in the Southern District of Ohio have applied the percentage of the fund method with a lodestar cross-check in determining an appropriate fee award. *Emps. Ret. Sys. of the City of St. Louis*, 2022 WL 14160253, at *11 (undertaking "a percentage approach with a cross-check to the lodestar"); *Johnson*, 2013 WL 2295880, at *6 ("The 'common fund doctrine' or percentage-of-recovery method has been recognized by the Sixth Circuit as an appropriate formula by which to calculate attorney fees in common fund

[4] In "mega-fund" cases, where the relief obtained is exceptionally large (usually above $100 million), courts typically award reduced percentages, known as a "declining percentage principle." *In re Cardinal Health Inc. Sec. Litigations*, 528 F. Supp. 2d 752, 763 (S.D. Ohio 2007) (the "declining percentage principle" is most often applied "in 'mega-fund' cases where the recovery is above $100 million") (quoting *In re Royal Ahold N.V. Sec. & ERISA Litig.*, 461 F. Supp. 2d 383, 385–86 (D. Md. 2006)). Here, this case is not a mega-fund case; therefore, the "declining percentage principle" does not apply. *See Emps. Ret. Sys. of the City of St. Louis v. Jones*, 2022 WL 14160253, at *13 (S.D. Ohio Aug. 23, 2022), *aff'd sub nom. Emps. Ret. Sys. of City of St. Louis v. Jones*, 2024 WL 659984 (6th Cir. Feb. 16, 2024) ($60,000,000 settlement in which 33.3% of the fund was awarded for fees "did not break the threshold of a 'megafund' and thus did not require application of the declining percentage principle.").

cases."). This Court should apply the percentage of the fund method here, as has been done in prior common fund class action cases in this District.

2. The Reasonableness Of The Requested Fee Is Supported By The Sixth Circuit's Six-Factor Test

The Sixth Circuit has articulated six factors that must be considered when determining the reasonableness of a fee award: "(1) the value of the benefits rendered to the class; (2) society's stake in rewarding attorneys who produce such benefits in order to maintain an incentive to others; (3) whether the services were undertaken on a contingent fee basis; (4) the value of the services on an hourly basis [the lodestar cross-check]; (5) the complexity of the litigation; and (6) the professional skill and standing of counsel on both sides." *Johnson*, 2013 WL 2295880, at *6 (citing *Ramey v. Cincinnati Enquirer, Inc.*, 508 F.2d 1188, 1196 (6th Cir. 1974)). Analysis of these factors supports Class Counsel's fee request.

a. *The Value Of The Benefits Rendered To The Class*

"District courts in this Circuit widely regard the first *Ramey* factor as the most important." *In re Cardinal Health Inc. Sec. Litigations*, 528 F. Supp. 2d at 764. Here, the Settlement provides for a $17 million non-reversionary Settlement Fund for the benefit of the Settlement Class, while avoiding the uncertainty and risk of continuing litigation. *In re Chevrolet Bolt EV Battery Litig.*, 2025 WL 3708892, at *12 (E.D. Mich. Dec. 22, 2025) (finding this factor supported the requested fee award where the settlement provided "exceptional value and benefit to the Settlement Class Members" and "avoids the uncertainty and risk of proceeding to trial and obtaining an adverse jury finding or intervening change in the law"). Also relevant to this factor is the fact that "Class Counsel undertook the representation here on a contingent basis, funding all of the significant litigation costs while facing a risk of non-payment in pursuing these claims." *Id.* Class Counsel here litigated this case for approximately five years and advanced over $610,325.71 in costs and expenses, all the while facing the risk of non-payment. *See id.* (finding this factor supported fee award where counsel "received

no compensation in the almost five years this litigation has been pending, [. . .] incurred out-of-pocket expenses of $533,154.54 litigating for the benefit of the Class [. . .], and [. . .] will expend substantial additional time going forward working on behalf of the Settlement Class."). Class Counsel reached an excellent result for the Settlement Class, which provides real cash value to Settlement Class Members in the face of considerable litigation risk. Marchese Dec., ¶¶ 85-96. Therefore, this factor weighs in favor of approving Class Counsel's requested fee award.

b. *Society's Stake In Rewarding The Attorneys*

"Attorneys who take on class action matters serve a benefit to society and the judicial process by enabling such small claimants to pool their claims and resources." *In re Telectronics Pacing Sys., Inc.*, 137 F. Supp. 2d 1029, 1043 (S.D. Ohio Mar 8, 2021), *decision clarified*, 148 F. Supp. 2d 936 (S.D. Ohio 2001); *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 534 (E.D. Mich. 2003) ("Encouraging qualified counsel to bring inherently difficult and risky but beneficial class actions like this case benefits society."); *In re Chevrolet Bolt EV Battery Litig.*, 2025 WL 3708892, at *12 ("Class Counsel litigated this case for almost five years on behalf of a significant class, addressing technical claims, on a contingent fee basis. Rewarding Class Counsel under such circumstances furthers society's interests."). Here, Class Counsel brought technical and difficult claims against Defendant, endured significant risks, and enabled relatively small claimants to pool their claims and resources in one litigation. Therefore, this factor weighs in favor of approving Class Counsel's requested fee award.

c. *The Services Rendered By Class Counsel Were On A Contingent Fee Basis*

The "third *Ramey* factor stands as a proxy for the risk that attorneys will not recover compensation for the work they put into a case." *In re Cardinal Health Inc. Sec. Litigations*, 528 F. Supp. 2d at 766. "Attorneys who take on a massive task like this one with a significant risk of nonpayment should be compensated 'both for services rendered and for the risk of loss or nonpayment

assumed by accepting and prosecuting the case.'" *Jones v. Varsity Brands, LLC*, 2024 WL 5010412, at *9 (W.D. Tenn. Dec. 6, 2024) (quoting *In re Packaged Ice Antitrust Litig.*, 2011 WL 6209188, at *19 (E.D. Mich. Dec. 13, 2011)).

Class Counsel undertook significant risk in litigating this case on a contingency basis. Marchese Dec., ¶ 100; Arisohn Dec., ¶ 125; Smith Dec., ¶ 32. Class Counsel litigated this case for approximately five years, devoting time, effort, and resources to the litigation without any compensation. Marchese Dec., ¶¶ 3-84, Arisohn Dec., ¶¶ 3-120, Smith Dec. ¶¶ 3-27. In addition to the risk of non-payment of attorneys' fees, Class Counsel bore the cost of considerable litigation expenses, including expert fees, e-discovery fees, travel, and court-related fees. Cognizant of the risk of nonpayment, Class Counsel nonetheless took this case on a contingency basis and committed substantial resources of attorney and staff time towards investigating and litigating this action. Class Counsel had to overcome Defendant's motions to dismiss and to strike the class claims, certify three litigation classes, and overcome Defendant's *Daubert* motions before reaching an arms-length Settlement with Defendant. These litigation victories required significant skill, time, expense, and commitment by Class Counsel. *Rawlings*, 9 F.3d 513 at 516 ("When awarding attorney's fees in a class action, a court must make sure that counsel is fairly compensated for the amount of work done as well as for the results achieved.").

d. *A Lodestar Cross-Check Supports The Requested Fee Award*

A lodestar cross-check further supports granting Plaintiffs' request of one-third of the common fund for attorneys' fees. When applying the percentage approach, courts may conduct a lodestar cross-check to "ensure that the fee award is still roughly aligned with the amount of work the attorneys contributed." *In re Cardinal Health Inc. Sec. Litigations*, 528 F. Supp. 2d at 764. "The lodestar cross-check does not supplant the court's detailed inquiry into the attorneys' skill and efficiency in recovering the settlement, but instead acts as simply another factor required by the Sixth

Circuit and many others to ensure that attorneys' fees accurately reflect the work of counsel." *Id.* "In contrast to employing the lodestar method in full, when using a lodestar cross-check, the hours documented by counsel need not be exhaustively scrutinized by the district court." *Id.* at 767 (internal quotation marks and citation omitted). The Sixth Circuit has approved of enhancing lodestar with an appropriate multiplier to "account for the risk an attorney assumes in undertaking a case, the quality of the attorney's work product, and the public benefit achieved." *Rawlings*, 9 F.3d at 516. A multiplier "of at least three [. . .] is well within the normal range." *Underwood v. Carpenters Pension Tr. Fund-Detroit & Vicinity*, 2017 WL 655622, at *14 (E.D. Mich. Feb. 17, 2017) (collecting cases).

Applying the percentage method of one third of the fund, Class Counsel seeks an award of $5,666,666.66. As set forth in Class Counsel's detailed billing records and lodestar summary (*see* Marchese Dec., Ex. B; Arisohn Dec., Ex. A, C; Smith Dec., Ex. A, C), Class Counsel's combined lodestar in this case as of September 28, 2026 is $3,374,752.50, comprised of 3,477.9 hours at rates ranging from $350 up to $1,400 for senior partners. This represents approximately a 1.68 multiplier, which is well within the range of multipliers awarded by courts in the Sixth Circuit. *See, e.g., Thomas*, 2026 WL 1469413, at *11 ("Class Counsel estimates that the lodestar multiplier is 1.65. . . . This is within the range of lodestar multipliers that courts in this Circuit have found acceptable."). The multiplier will be further reduced as Class Counsel performs additional work to guide this matter through final approval. *Parker v. Jekyll & Hyde Entm't Holdings, LLC*, 2010 WL 532960, at *2 (S.D.N.Y. Feb. 9, 2010) ("[A]s class counsel is likely to expend significant effort in the future implementing the complex procedure agreed upon for collecting and distributing the settlement funds, the multiplier will diminish over time."); *Frederick v. Range Res.-Appalachia, LLC*, 2011 WL 1045665, at *13 (W.D. Pa. Mar. 17, 2011) (factoring in future time spent in determining multiplier).

Class Counsel's hourly rates are comparable to rates charged by attorneys with similar experience, skill, and reputation, for similar services in their respective markets (i.e. New York, California, and Massachusetts). Marchese Dec. ¶¶ 105-109; Arisohn Dec. ¶¶ 128-130; Smith Dec. ¶¶ 35-38[5]; *Monroe v. FTS USA, LLC*, 2020 WL 13227389, at *7 (W.D. Tenn. Oct. 13, 2020), *aff'd*, 17 F.4th 664 (6th Cir. 2021) (explaining "district courts are not required to apply local market rates, but are rather 'free to look to national markets, an area of specialization, or any other market they believe is appropriate to fairly compensate attorneys in individual cases'")[6] (quoting *McHugh v. Olympia Entm't, Inc.*, 37 F. App'x 730, 740 (6th Cir. 2002)).

Class Counsel's requested multiplier of approximately 1.68 is reasonable. *Lonardo*, 706 F. Supp. 2d at 794 ("Multipliers are not uncommon in class action settlement cases to enhance the lodestar figure in recognition of the 'risk an attorney assumes in undertaking a case, the quality of the attorney's work product, and the public benefit achieved.'") (quoting *Rawlings,* 9 F.3d at 515–17). Class Counsel's contemporaneous billing records confirm the extensive work Class Counsel has performed for the benefit of the Settlement Class (in litigation and in settlement). Marchese Dec., Ex. B; Arisohn Dec., Ex. A; Smith Dec., Ex. A. Specifically, Class Counsel (1) obtained an excellent Settlement, which will result in Settlement Class Members quickly receiving cash relief

[5] The Supreme Court and Sixth Circuit have found that the use of current rates is proper to compensate for delay of payment. *See Missouri v. Jenkins*, 491 U.S. 274, 283-84 (1989) (recognizing "an appropriate adjustment for delay in payment—whether by the application of current rather than historic hourly rates or otherwise"); *Linneman v. Vita-Mix Corp.*, 970 F.3d 621, 631 (6th Cir. 2020) ("we have repeatedly said that district courts may use the later rates so long as they ultimately result in a reasonable fee").

[6] Here, both parties retained out-of-town counsel, underscoring the reasonableness of Plaintiffs retaining Class Counsel, who are each highly experienced in complex class action litigation. Class Counsel's rates are reasonable when weighed against their degree of skill, experience, and reputation, and the prevailing market for similar services. Marchese Dec. ¶¶ 105-109; Arisohn Dec., ¶¶ 128-130; Smith Dec. ¶¶ 35-38; *Monroe*, 2020 WL 13227389, at *7 (quoting *Hadix v. Johnson*, 65 F.3d 532, 535 (6th Cir. 1995)) ("courts should 'determine (1) whether hiring the out-of-town specialist was reasonable in the first instance, and (2) whether the rates sought by the out-of-town specialists are reasonable for an attorney of his or her degree of skill, experience, and reputation.'"). Courts have repeatedly found that Class Counsel's rates are reasonable. Marchese Dec., ¶ 108-109, Smith Dec., ¶ 38.

to be distributed on a *pro rata* basis; (2) conducted the litigation in an efficient manner; (3) navigated complex legal and factual issues; (4) reached a strong Settlement in the face of significant litigation risk, including, but not limited to, Defendant's pending Rule 23(f) petition, summary judgment, and trial; and (4) devised a litigation and settlement strategy that factored in the complex and uncertain nature of the case. *Bailey v. AK Steel Corp.*, 2008 WL 553764, at *3 (S.D. Ohio Feb. 28, 2008) (a 3.04 "multiplier is fully warranted given the complexity of the case, the attendant risks, the size of the settlement recovered, and class counsels' continuing obligations to the class, and it is well within the range of multipliers awarded in similar litigation").

e. *The Complexity Of The Litigation*

This litigation is very complex and involves complicated factual and legal issues relating to Defendant's liability and class-wide damages, which favors granting Class Counsel's requested fee award. *See Kasper v. AAC Holdings, Inc.*, 2018 WL 11482199, at *1 (M.D. Tenn. June 11, 2018) ("As to [. . .] the complexity of the litigation, the suit involved complicated factual issues regarding both Defendant[s]' liability and the class'[s] measure damages, as well as a large class impacted by the Defendants' conduct, resulting in a complex (if not very complex) case."). As the Court explained: "[i]t took over a thousand pages of expert-related briefing, reports, and deposition testimony—along with six live experts testifying at a two-day evidentiary hearing—for counsel to explain the labyrinthine drug pricing system under which Kroger operates." *Kirkbride v. Kroger Co.*, 349 F.R.D. 160, 188 (S.D. Ohio Apr. 9, 2025).

The complexity of this matter is further demonstrated by the fact that it took approximately five years of hard-fought litigation to resolve, including several months of settlement negotiations that concluded with an accepted mediator's proposal. Marchese Dec. ¶¶ 3-84. This case involved highly technical issues regarding the pharmacy industry and the complex reimbursement frameworks across multiple contractual levels related to various market participants. For these

reasons also, this factor favors granting Class Counsel's requested fee award. *Bovee v. Coopers & Lybrand*, 2005 WL 8161386, at *2 (S.D. Ohio Feb. 18, 2005) ("Plaintiffs argue that the complexity of the case can be demonstrated by the fact that it took eight years to resolve and that settlement negotiations took over a year. This case also involved highly technical [. . .] issues relating to Defendant's business. . . . This factor supports the award that Plaintiffs' counsel are seeking."); *O'Bryant v. Pillars Prot. Servs., LLC*, 2020 WL 7486712, at *6 (S.D. Ohio Dec. 17, 2020) (finding this factor met where the "case was settled after extensive investigation, written discovery, document exchange, and negotiation").

f. *The Professional Skill And Standing Of Counsel Involved On Both Sides*

Class Counsel have significant skill and experience in prosecuting complex class action cases and have been appointed Class Counsel in this case and in many other complex class actions. *See* Marchese Dec., Ex. H; Arisohn Dec., Ex. D, Smith Dec., Ex. D; *Kirkbride*, 349 F.R.D. at 189. Defendant is represented by Reed Smith LLP, highly competent counsel who are experienced and knowledgeable in U&C litigation and class action litigation. Reed Smith LLP is one of the leading healthcare and insurance law firms in the United States according to the legal industry researcher Chambers and Partners.[7] *See Mees v. Skreened, Ltd.*, 2016 WL 67521, at *6 (S.D. Ohio Jan. 6, 2016), *report and recommendation adopted*, 2016 WL 305166 (S.D. Ohio Jan. 26, 2016) (finding this factor met where "counsel involved on both sides of this litigation are experienced and knowledgeable in [the area of litigation at issue], are skilled, and are in good standing"). Class Counsel and Defendant's counsel "brought extensive experience and knowledge to their motion

[7] Fifteen Band 1 practice rankings for Reed Smith were concentrated in healthcare, insurance, bankruptcy/restructuring, corporate and dispute resolution fields. Chambers USA rank 66 Reed Smith practices and 134 lawyers, REEDSMITH (June 6, 2024), https://www.reedsmith.com/en/news/2024/06/chambers-usa-ranks-66-reed-smith-departments-and-132-lawyers.

practice [. . .] and the bargaining table." *Dick v. Sprint Commc'ns Co. L.P.*, 297 F.R.D. 283, 301 (W.D. Ky. 2014). Class Counsel's ability "to negotiate a favorable settlement in the face of formidable legal opposition further evidences the reasonableness of the fee award requested." *Id.*; *see also Grissoms, LLC v. Antero Res. Corp.*, 2026 WL 1396017, at *4 (S.D. Ohio May 19, 2026) ("[T]he professional skill and standing of counsel on both sides weigh in favor of the attorneys' fee award. Counsel demonstrated substantial experience in a complex [. . .] class action and achieved a significant result against highly skilled and experienced defense counsel.").

B. Class Counsel's Expenses Are Reasonable

"Under the common fund doctrine, class counsel is entitled to reimbursement of all reasonable out-of-pocket litigation expenses and costs in the prosecution of claims and in obtaining settlement, including expenses incurred in connection with document productions, consulting with experts and consultants, travel and other litigation-related expenses." *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. at 535.

Here, Class Counsel created a common fund for the benefit of the Settlement Class and therefore are entitled to reimbursement of reasonable litigation expenses from the fund. Class Counsel is requesting payment of expenses in the amount of $610,325.71. These expenses were reasonably incurred in the prosecution of this Action and are fully described and identified as reimbursable expenses. Marchese Dec., Ex. C; Arisohn Dec., Ex. B, Smith Dec., Ex. B. These expenses include court-related fees (transcripts, etc.), document hosting fees, expert fees, reasonable travel expenses (lodging and meals), mediation expenses, and mailing and copying charges. Courts in the Sixth Circuit have found that such categories of expenses are reimbursable from the common fund. *See, e.g., Grissoms, LLC*, 2026 WL 1396017, at *4 ("According to Counsel's declarations, these expenses include costs related to court fees, legal research, discovery, document hosting, and necessary travel. . . The Court finds that these costs are reasonable, were

necessary to litigate this case, and are the type of costs that are reimbursable."); *In re Big Lots, Inc. S'holder Litig.*, 2018 WL 11356561, at *6 (S.D. Ohio Aug. 28, 2018) (finding reimbursable "among other things, mail costs, meals, lodging, transportation, legal research, copying costs, telephone expenses, and court filing fees").

C. The Requested Service Awards Reflect Plaintiffs' Active Involvement In This Action And Should Be Approved

Service awards for class representatives promote the public policy of encouraging individuals to undertake the responsibility of representative lawsuits. *Hadix v. Johnson*, 322 F.3d 895, 897 (6th Cir. 2003) (". . . incentive awards are efficacious ways of encouraging members of a class to become class representatives and rewarding individual efforts taken on behalf of the class"); *id.* at 898 (stating "when a class-action litigation has created a communal pool of funds to be distributed to the class members, courts have approved incentive awards to be drawn out of that common pool"). Here, service awards are appropriate because this is a common fund settlement and the Settlement Agreement expressly permits Plaintiffs Kirkbride and Lewis to seek a Service Award. Marchese Dec., Ex. A, ¶ 7.2. "District courts in the Sixth Circuit have considered the following factors in determining whether to approve incentive awards for class representatives: (1) the action taken by the Class Representatives to protect the interests of Class Members and others and whether these actions resulted in a substantial benefit to Class members; (2) whether the Class Representatives assumed substantial direct and indirect financial risk; and (3) the amount of time and effort spent by the class Representatives in pursuing the litigation." *Enterprise Energy Corp. v. Columbia Gas Transmission Corp.,* 137 F.R.D. 240, 250 (S.D. Ohio 1991).

First, class representatives Judy Kirkbride and Beeta Lewis took significant actions which provided a substantial benefit to the Settlement Class. Both Ms. Kirkbride and Ms. Lewis: (1) participated in Class Counsel's investigation of their claims by providing documentation to Class Counsel and conferring with Class Counsel; (2) reviewed and assisted in preparing the First

Amended Class Action Complaint; (3) produced documents and answered written discovery demands; (4) were each deposed for over six hours; (5) prepared for their respective depositions with Class Counsel; (5) maintained regular contact with Class Counsel; and (6) were actively consulted during the settlement process. Declaration of Judy Kirkbride, ¶¶ 3-11; Declaration of Beeta Lewis, ¶¶ 3-10; *In re Polyurethane Foam Antitrust Litig.*, 135 F. Supp. 3d 679, 694 (N.D. Ohio 2015) (granting service award where the "representative Plaintiffs actively participated in th[e] litigation"). Plaintiffs' participation was instrumental in advancing the case on behalf of the Settlement Class and in achieving the Settlement, which provides substantial economic benefit for Settlement Class Members. *Enter. Energy Corp.*, 137 F.R.D. at 251 (granting incentive award where "the Class Representatives have taken actions which have protected the interests of the Class Members and which have resulted in a Settlement that provides substantial economic and non-economic benefits for the Class Members").

Second, while Class Counsel prosecuted this case on a fully contingent basis, Plaintiffs Kirkbride and Lewis assumed the risks of litigation. *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 601 (N.D. Ill. 2011) (a "Class Representative's willingness to public[ly] place their names on this suit and open themselves up to scrutiny and attention is certainly worth some remuneration."). *Third*, as set forth in detail above, Plaintiffs have devoted substantial time to this litigation over the course of approximately five years, and each has submitted a declaration attesting to the same. *Lonardo*, 706 F. Supp. 2d at 787 (awarding $5,000 incentive awards to each class representative where they "actively participated in the case and assisted in its prosecution [and where] [e]ach submitted an affidavit describing his significant involvement in the case"). The requested service awards of $5,000 are within the range of permissible awards in the Sixth Circuit and are reasonable when measured against the value of the total Settlement (approximately .0006 of the total $17

million Settlement Amount). *Johnson*, 2013 WL 2295880, at *5 ("the incentive award does not undermine the fairness of the settlement"); *Lonardo*, 706 F. Supp. 2d at 787.

V. CONCLUSION

Plaintiffs respectfully request that the Court (1) approve Class Counsel's attorneys' fees in the amount of one-third of the Settlement Fund, or $5,666,666.66, (2) approve reimbursement of Class Counsel's costs and expenses in the amount of $610,325.71, (3) grant Plaintiff Kirkbride and Plaintiff Lewis an incentive award of $5,000 each in recognition of their efforts on behalf of the Settlement Class, and (4) award such other and further relief as the Court deems reasonable and just.

DATED: October 6, 2026

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CERTIFICATE OF SERVICE

I hereby certify that on October 6, 2026, a copy of the foregoing was filed electronically. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

/s/ Scott D. Simpkins
Scott D. Simpkins

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

JUDY KIRKBRIDE and BEETA LEWIS, individually and on behalf of all others similarly situated, Plaintiffs, vs. THE KROGER CO., Defendant.	)	Case No. 2:21-cv-00022-DRC-SCS District Judge Douglas R. Cole Magistrate Judge S. Courter Shimeall

DECLARATION OF JOSEPH I. MARCHESE IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

I, Joseph I. Marchese, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am a Partner at Bursor & Fisher, P.A., which has been preliminarily appointed as Co-Class Counsel[1] in this action. I am an attorney at law licensed to practice in the States of New York and Michigan, and I am admitted *pro hac vice* in this action. I make this Declaration in support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards and am fully competent to do so. I have personal knowledge of all matters set forth herein unless otherwise indicated, and, if called upon to testify, I could and would competently do so.

[1] In the Court's June 24, 2026 Opinion & Order granting Plaintiffs' motion for preliminary approval, the Court appointed Bursor & Fisher, P.A., Smith Krivoshey P.C., and Arisohn LLC as class counsel pursuant to Rule 23(g). *See* ECF No. 164, at 8 ("Finally, this Court finds that the attorneys at Bursor & Fisher, P.A., Smith Krivoshey P.C., and Arisohn LLC should be appointed as class counsel under Fed. R. Civ. P. 23(g) . . ."), ECF No. 165, at 8. While that appointment is preliminary pending final approval, for ease of reference, and consistent with the defined terms in the Settlement Agreement, Bursor & Fisher, P.A., Smith Krivoshey PC, and Arisohn LLC are referred to herein as Class Counsel.

2. Attached hereto as **Exhibit A** is a true and correct copy of the Parties' Class Action Settlement Agreement, and the exhibits attached thereto.

I. OVERVIEW OF THE LITIGATION AND THE SETTLEMENT

A. Pre-Suit Investigation and the Pleading Stage

3. Beginning in July of 2020, my firm began a pre-suit investigation into The Kroger Co.'s ("Defendant" or "Kroger") Savings Club ("Savings Club" or "RxSC"), namely whether Kroger was reporting inflated usual & customary ("U&C") prices in connection with insured transactions. While there had been a few similar class actions filed against other pharmacies, notably *Washington v. CVS Pharmacy, Inc*., 4:15-cv-03504-YGR (N.D. Cal.) and *Russo, et al. v. Walgreen Co.*, No. 1:17-cv-02246 (N.D. Ill.), this matter presented a unique circumstance and our pre-suit investigation was extensive and involved in-depth research into the facts and circumstances of the case, as well as applicable law.

4. On January 5, 2021, my firm filed our initial Class Action Complaint in this matter on behalf of Plaintiff Judy Kirkbride. *See Kirkbride v. The Kroger Co.,* Case No. 2:21-cv-00022-ALM-SCS (S.D. Ohio), ECF No. 1. Plaintiff Kirkbride asserted claims of fraud, negligent misrepresentation, and unjust enrichment.

5. On April 9, 2021, Defendant filed a motion to dismiss Plaintiff Kirkbride's complaint and a separate motion to stay discovery. ECF Nos. 25-26. In its motion to dismiss, Defendant argued, *inter alia*, that Plaintiff Kirkbride failed to adequately allege each of her claims, and that Plaintiff Kirkbride failed to plead her fraud claim with particularity. *See* ECF No. 26.

6. On April 12, 2021, we filed an opposition to Defendant's motion to stay discovery. ECF No. 27. On April 26, 2021, Defendant filed a reply in support of its motion to stay discovery. ECF No. 29.

7. On April 16, 2021, Defendant filed a motion to strike Plaintiff Kirkbride's class allegations pursuant to Federal Rule of Civil Procedure 23(d)(1)(D), arguing that both the putative nationwide class and putative Ohio subclass must be stricken. ECF No. 28.

8. On April 29, 2021, Plaintiff Kirkbride, along with new Plaintiffs Patricia Berger, Lester Hatfield, Melody Mackert, and Beeta Lewis filed a First Amended Class Action Complaint ("FAC"). ECF No. 30. Plaintiffs asserted claims for fraud, unjust enrichment, and negligent misrepresentation.

9. On May 13, 2021, Defendant filed a motion to dismiss Plaintiffs' FAC. ECF No. 32-1. Defendant argued, *inter alia*, that Plaintiffs failed to adequately allege each of their claims, and that Plaintiffs lacked standing under Article III to seek injunctive relief.

10. On May 19, 2021, Defendant filed a motion to strike Plaintiffs' class allegations in the FAC pursuant to Federal Rule of Civil Procedure 23(d)(1)(D). ECF No. 35. Defendant argued that the putative nationwide class and putative Ohio and Texas subclasses must be stricken. *Id.*

11. On May 21, 2021, Plaintiffs filed their opposition to Defendant's motion to dismiss the FAC. ECF No. 37. Plaintiffs argued that they adequately pleaded their fraud claim by plausibly alleging direct misrepresentations, indirect misrepresentations, and omissions by Kroger, each with sufficient particularity. ECF No. 37, at 6-11. Plaintiffs further argued that they adequately stated their claims for unjust enrichment and negligent misrepresentation. ECF No. 37, at 12-18.

12. On May 25, 2021, Plaintiffs filed their opposition to Defendant's motion to strike the class allegations. ECF No. 38. Plaintiffs argued that Defendant's motion to strike the class allegations was premature, that Plaintiffs would be able to certify the classes plead in the FAC

under Rule 23, and that the classes could be narrowed into multi-state classes at class certification. *Id.*

13. On June 4, 2021, Defendant filed a reply in support of its motion to dismiss the FAC. ECF No. 39.

14. On June 8, 2021, Defendant filed a reply in support of its motion to strike Plaintiffs' class allegations. ECF No. 40.

15. On June 28, 2021, Magistrate Judge Deavers granted Defendant's motion to stay discovery pending resolution of Defendant's motion to dismiss and motion to strike the class allegations. ECF No. 41.

16. On July 12, 2022, the Court entered an Opinion and Order substantially denying Defendant's motion to dismiss and motion to strike. ECF No. 42. The Court found that Plaintiffs had plausibly stated their fraud and unjust enrichment claims, and the negligent misrepresentation claim under Texas law. *Id.* The Court struck Plaintiffs' request for injunctive relief. *Id.* The Court declined to strike Plaintiffs' class allegations under Rule 23(b)(3). *Id.*

17. On July 26, 2022, Defendant filed an Answer to Plaintiffs' FAC. ECF No. 44.

18. On July 27, 2022, Plaintiffs filed a motion to strike Defendant's affirmative defenses. ECF No. 45.

19. On August 17, 2022, Defendant filed an opposition to Plaintiffs' motion to strike Defendant's affirmative defenses. ECF No. 48.

20. On August 18, 2022, Plaintiffs filed a reply in support of their motion to strike Defendant's affirmative defenses. ECF No. 49.

21. On September 6, 2022, Plaintiff Lester Hatfield filed a stipulation of voluntary dismissal. ECF No. 50. Judge Deavers construed the stipulation of dismissal as a motion to sever

under Federal Rule of Civil Procedure 21 and dismissed Plaintiff Hatfield's claims against Defendant without prejudice. ECF No. 51.

22. On January 23, 2023, Defendant filed an amended Answer to Plaintiffs' FAC. ECF No. 55.

23. On January 24, 2023, Plaintiffs filed a renewed motion to strike Defendant's affirmative defenses. ECF No. 57.

24. On January 26, 2023, Defendant filed a response in opposition to Plaintiffs' renewed motion to strike. ECF No. 58.

25. On September 5, 2023, the Court granted Plaintiffs' renewed motion to strike Defendant's affirmative defenses, striking Defendant's affirmative defense number 18 without prejudice and Defendant's affirmative defense number 10 and footnote 2 with prejudice. ECF No. 62.

26. On September 8, 2023, Plaintiffs filed an unopposed motion to dismiss without prejudice Plaintiff Melody Mackert's claims against Defendant. ECF No. 63. The Court granted the motion on September 11, 2023. ECF No. 65.

27. On January 2, 2024, Plaintiffs filed an unopposed motion to dismiss Plaintiff Patricia Berger's claims against Defendant without prejudice. ECF No. 67. Judge Deavers granted the motion on January 3, 2024. ECF No. 68.

28. On May 17, 2024, Defendant filed an amended answer to Plaintiffs' FAC. ECF No. 83.

29. To summarize, regarding the pleadings, the parties briefed four motions: (1) Defendant's motion to dismiss; (2) Defendant's motion to strike Plaintiffs' class allegations; (3) Plaintiffs' motion to strike Defendant's affirmative defenses; and (4) Defendant's motion to stay

discovery. My firm also filed two separate complaints, the initial Class Action Complaint and the FAC.

B. Class Certification Discovery

30. On March 16, 2021, the parties filed a Rule 26(f) report setting forth, among other things, a proposed discovery schedule and the parties' respective positions as to whether discovery should be stayed pending resolution of Defendant's then forthcoming motion to dismiss. ECF No. 18. On March 24, 2021, the parties filed a joint motion for entry of a protective order (ECF No. 21), and the stipulated protective order was entered by the Court on March 25, 2021. ECF No. 22. Magistrate Judge Deavers held an initial conference with the parties on April 5, 2021 and temporarily stayed discovery pending Defendant's then forthcoming formal motion to stay discovery. ECF No. 24. As set forth above, discovery was later stayed pending resolution of Defendant's motion to dismiss.

31. On July 21, 2022, following the Court's substantial denial of Defendant's motion to dismiss and motion to strike the class allegations, Magistrate Judge Deavers set a telephone conference for July 28, 2022. ECF No. 43.

32. On July 28, 2022, my firm attended the conference with Judge Deavers, wherein the parties were ordered to submit an amended Rule 26(f) report by August 5, 2022. Judge Deavers also lifted the stay of discovery.

33. On August 5, 2022, the parties submitted an amended Rule 26(f) report. ECF No. 46. On August 8, 2022, Judge Deavers entered a Preliminary Pretrial Order, which set a discovery schedule through class certification, including disclosure of experts related to class certification. ECF No. 47.

34. On January 12, 2023, Magistrate Judge Deavers set a hearing for January 18, 2023 regarding Plaintiffs' letter requesting a conference with the Court to address discovery issues and compel Defendant to produce certain documents. ECF No. 52. On January 18, 2023, Magistrate Judge Deavers entered an oral Order granting the motion to compel and requiring Defendant to produce sales values for certain PBMs.

35. On March 6, 2023, the parties filed a joint motion for entry of an addendum to the protective order. ECF No. 59. Judge Deavers entered the addendum to the stipulated protective order on March 7, 2023. ECF No. 60.

36. On September 8, 2023, the parties filed a joint motion to modify the case schedule. ECF No. 64. On September 11, 2023, Judge Deavers granted the parties' joint motion and set new dates for the close of class discovery, briefing related to Plaintiffs' motion for class certification, and expert disclosures and depositions related to class certification. ECF No. 65.

37. Class certification discovery in this case was extensive and hard fought, as set forth in the accompanying Declaration of Joshua D. Arisohn in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards ("Arisohn Dec.") and Declaration of Joel D. Smith in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards ("Smith Dec.").

38. Overall, the parties engaged in extensive fact and expert discovery. Plaintiffs issued and Kroger responded to 16 requests for production, 11 interrogatories, and 4 requests for admission. Kroger issued and Plaintiffs responded to 30 requests for production, 10 interrogatories, and 13 requests for admission.

39. Kroger issued six non-party subpoenas and Plaintiffs issued two non-party subpoenas for documents, and the Parties received documents and data in response.

40. Plaintiffs reviewed over 22,000 pages of documents.

41. Plaintiffs took or defended nine party and non-party depositions pursuant to Federal Rules of Civil Procedure 30(b)(6) and 45, including the majority of the parties' experts, Kroger, and the two named Plaintiffs.

42. Each Plaintiff also produced documents, including highly technical information reflecting purchases of prescriptions from Kroger.

43. Overall, pre-class certification fact discovery lasted for over a year and involved substantial written discovery, production of documents, depositions, and third-party discovery.

C. Class Certification Briefing and Expert Discovery

44. On February 26, 2024, Plaintiffs filed their motion for class certification under seal. ECF No. 72. Plaintiffs also served expert reports from Dr. Kenneth Schafermeyer (pharmacy industry expert) and Colin Weir (damages expert).

45. On May 28, 2024, Defendant filed its opposition to Plaintiffs' motion for class certification under seal. ECF No. 84. In addition, Defendant served four expert reports from: (1) Michael Jacobs (pharmacy industry expert), (2) Jed Smith (damages expert), (3) James W. Hughes, Ph.D (economist), and (4) Kelly Lear Nordby, Ph.D (economist).

46. Also on May 28, 2024, Defendant filed under seal a motion exclude portions of Dr. Schafermeyer's expert report and testimony pursuant to Federal Rules of Evidence 702, 401, and 403. ECF No. 85. Defendant also filed under seal a motion to exclude the expert report and testimony of Colin Weir pursuant to Federal Rule of Evidence 702. ECF No. 86.

47. On July 25, 2024, Plaintiffs filed their opposition to Defendant's motion to exclude portions of Dr. Schafermeyer's report and testimony. ECF No. 98.

48. Also on July 25, 2024, Plaintiffs filed their opposition to Defendant's motion to exclude the report and testimony of Colin Weir. ECF No. 99.

49. On July 26, 2024, Plaintiffs filed under seal their reply in support of their motion for class certification. ECF No. 101. Plaintiffs also served a rebuttal report of Dr. Susan Hayes (PBM industry expert) and the rebuttal reports of Dr. Schafermeyer and Colin Weir. ECF 101-1.

50. On August 30, 2024, Defendant filed a motion for leave to file a sur-reply in opposition to Plaintiffs' reply in support of class certification and to serve a sur-rebuttal report from Jed Smith. ECF No. 112.

51. On August 30, 2024, Defendant filed a motion to strike or exclude the expert report and testimony of Dr. Hayes pursuant to Federal Rules of Evidence 402 and 702 and Federal Rule of Civil Procedure 26. ECF No. 110. On the same day, Defendant filed a motion to exclude the rebuttal expert report and testimony of Colin Weir pursuant to Federal Rules of Evidence 402 and 702. ECF No. 111.

52. On August 30, 2024, Defendant filed its reply in support of its motion to exclude portions of Dr. Schafermeyer's report and testimony. ECF No. 109. Also on August 30, 2024, Defendant filed its reply in support of its motion to exclude the expert report and testimony of Colin Weir pursuant to Federal Rule of Evidence 702. ECF No. 108.

53. On September 19, 2024, Plaintiffs filed three briefs: (1) an opposition to Defendant's motion for leave to file a sur-reply (ECF No. 117); (2) an opposition to Defendant's motion to strike or exclude the expert report and testimony of Dr. Susan Hayes (ECF No. 115); and (3) an opposition to Defendant's motion to exclude the rebuttal expert report and testimony of Colin Weir (ECF No. 116).

54. On October 3, 2024, Defendant filed its reply in support of its motion for leave to file a sur-reply in opposition to Plaintiffs' reply in support of class certification and to serve a sur-rebuttal report from Jed Smith. ECF No. 120. On the same day, Defendant filed its reply in support of its motion to strike or exclude the expert report and testimony of Dr. Hayes pursuant to Federal Rules of Evidence 402 and 702 and Federal Rule of Civil Procedure 26. ECF No. 118. Defendant also filed its reply in support of its motion to exclude the rebuttal expert report and testimony of Colin Weir pursuant to Federal Rules of Evidence 402 and 702. ECF No. 119.

55. Further, as set forth in the accompanying Arisohn Dec. and Smith Dec., the parties also engaged in significant and complex expert discovery, including production of documents and expert depositions of Plaintiffs' experts Colin Weir and Dr. Kenneth Schafermeyer, and depositions of Defendant's experts Jed Smith, Michael Jacobs, and James W. Hughes, Ph.D.

56. To summarize, in the class certification briefing and expert discovery stage, the parties briefed six motions: (1) Plaintiffs' motion for class certification, (2) Defendant's motion to exclude Mr. Weir's report and testimony, (3) Defendant's motion to exclude portions of Dr. Schafermeyer's report and testimony, (4) Defendant's motion to exclude or strike the report and testimony of Dr. Hayes, (5) Defendant's motion to exclude the rebuttal report and testimony of Mr. Weir, and (6) Defendant's motion for leave to file a sur-reply and sur-rebuttal expert report of Jed Smith.

D. Plaintiffs Prevail at the Class Certification/*Daubert* Evidentiary Hearing and Argument

57. On October 9, 2024, the Court entered an Order setting a hearing date for Plaintiffs' motion for class certification and Defendant's *Daubert* motions. ECF No. 121.

58. On October 30, 2024, Defendant filed a motion for a status conference related to Plaintiff's motion for class certification. ECF No. 122. Defendant requested a live evidentiary

hearing combined with oral argument. On November 7, 2024, following a telephonic status conference, the Court entered an Order requiring the parties to propose dates for an evidentiary hearing as well as a proposal for the parameters of the hearing. ECF No. 125. On November 13, 2024, the parties filed a Joint Stipulation as to Dates for Evidentiary Hearing. ECF No. 127. The joint stipulation provided proposed dates for the evidentiary hearing and oral argument and contained agreed parameters regarding the same. The parties also disclosed the witnesses they intended to call and the intended topics of their respective testimony. Plaintiffs intended to call their experts Dr. Kenneth Schafermeyer, Colin Weir, and Dr. Susan Hayes. Defendant intended to call Dr. Kelly Lear Nordby, Dr. James W. Hughes, and Jed Smith. ECF No. 127. The parties also noted a dispute as to the scope of Dr. Schafermeyer's testimony. *Id.*

59. On November 15, 2024, the Court entered an Order setting the class certification and *Daubert* evidentiary hearing and argument for March 19, 2025 through March 21, 2025 with the evidentiary hearing proceeding first followed by oral argument on Plaintiffs' motion for class certification and Defendant's various *Daubert* motions. ECF No. 128. The Court also denied Defendant's *Daubert* motion directed at Dr. Schafermeyer without prejudice. The Court reserved decision regarding the issues related to the scope of Dr. Schafermeyer's testimony at the evidentiary hearing, ruling that it would address those issues at or closer to the hearing date. *Id.*

60. Beginning in January 2025, my firm devoted substantial time to preparing for the March 19-21, 2025 evidentiary hearing and argument, including: (1) preparation of exhibits and demonstrative exhibits; (2) preparation for direct examination of our experts and cross examination of our experts; (3) preparation for cross examination of Defendant's experts; (4) numerous meet and confer calls with Defendant's counsel on topics such as exhibits, objections to exhibits, hearing procedures, confidentiality issues, and the scope of Dr. Schafermeyer's testimony; and (5)

communications with counsel for third parties regarding confidentiality issues related to their documents.

61. On March 6, 2025, Defendant filed a motion for a status conference regarding the March 19-21, 2025 hearing to address several issues and topics related to the then forthcoming evidentiary hearing. ECF No. 134. One of the issues was for the Court to address the scope of the testimony of Plaintiff's expert, Dr. Schafermeyer. Specifically, Defendant took the position that Dr. Schafermeyer should be barred from testifying about the meaning of "cash customer" or "cash prices," which Defendant argued was not relevant to class certification. Defendant also objected to certain other topics on which Dr. Schafermeyer was to testify. In response, Plaintiffs set forth their position, arguing that Dr. Schafermeyer's testimony was directly related to class certification issues and that Dr. Schafermeyer's testimony should not be limited. The March 6, 2025 submission also contained proposed agreed procedures for the evidentiary hearing, including a stipulation as to authenticity and admission of certain documents for purposes of the evidentiary hearing, interim deadlines for exchange of exhibits, designation of common exhibits, exchange of demonstrative exhibits, and interim deadlines and procedures regarding confidential exhibits.

62. On March 7, 2025, the parties exchanged an initial list of confidential exhibits in advance of the full exhibit list in accordance with the parties' Proposed Agreed Procedures for the Evidentiary Hearing. The parties also exchanged the order in which they intended to present their witnesses at the then forthcoming evidentiary hearing.

63. On March 11, 2025, the parties exchanged their respective full exhibit lists and "crosswalks" tying each exhibit to the exhibit designation in the class certification submissions. In addition to preparing Plaintiffs' exhibits and exhibit list, we reviewed and analyzed Defendant's exhibit list.

64. The following day, on March 12, 2025, the parties disclosed demonstrative exhibits and updated exhibit lists reflecting the same. In addition to preparing Plaintiffs' demonstrative exhibits, we reviewed and analyzed Defendant's demonstrative exhibits.

65. The parties met and conferred regarding Plaintiffs' objections to Defendant's exhibits.

66. On March 13, 2025, the Court held a telephonic status conference in connection with Defendant's March 6, 2025 motion for status conference. As part of that conference, the Court heard oral argument on Defendant's request to limit the topics of testimony for Dr. Schafermeyer, including Defendant's request that Dr. Schafermeyer be barred from testifying about the meaning of "cash customer" or "cash prices" in pharmaceutical transactions. After hearing argument from Class Counsel and Defendant, the Court declined to limit Dr. Schafermeyer's testimony at the evidentiary hearing.

67. My firm continued to prepare extensively for the March 2025 evidentiary hearing, including preparing for the direct and cross examinations of Plaintiffs' experts Dr. Schafermeyer and Dr. Hayes, meeting with Dr. Schafermeyer and Dr. Hayes to prepare for their respective direct and cross examinations, preparing for the cross examination of Defendant's experts, preparing for the class certification argument, and preparing for the *Daubert* arguments related to Dr. Hayes' report and testimony.

68. On March 19, 2025, I and other members of my firm appeared for the evidentiary hearing and oral argument.

69. On March 19, 2025, I conducted the direct examination of Dr. Kenneth Schafermeyer. Following cross examination of Dr. Schafermeyer and the examinations of Mr. Weir, my colleague, Andrew Obergfell, conducted the direct examination of Dr. Susan Hayes.

Following the first day of the hearing, we continued preparing for the next day, including for the cross examinations of Defendant's experts Dr. Hughes, Dr. Nordby, and Mr. Smith.

70. On March 20, 2025, following the cross examination of Dr. Susan Hayes, re-direct of Dr. Hayes by Mr. Obergfell, re-cross, and the direct examination of Defendant's expert Dr. Hughes, my colleague, Andrew Obergfell, conducted the cross examination of Dr Hughes. Following the direct examination of Defendant's expert, Dr. Nordby, I conducted the cross examination of Dr. Nordby. Following the direct examination of Mr. Smith, Mr. Obergfell conducted the cross examination, as well as re-cross following Defendant's re-direct examination. Following the second day of the hearing, we continued preparing for the third day, namely oral argument on the *Daubert* motion directed at Dr. Hayes and the class certification argument.

71. On March 21, 2025, following the *Daubert* argument regarding Mr. Weir's reports and testimony, Mr. Obergfell argued the *Daubert* motion directed at Dr. Hayes, and I argued Plaintiffs' motion for class certification.

72. On March 28, 2025, the Court entered an Opinion & Order under seal granting Plaintiffs' motion for class certification, denying Defendant's motions to exclude Mr. Weir and Dr. Hayes, and granting Defendant's motion for leave to file a sur-reply and sur-rebuttal report of Mr. Smith under seal. ECF No. 142. The Court permitted the parties fourteen (14) days to object to any portion of the opinion that it believed should be redacted. The parties agreed that no redactions were necessary, and the Court filed the Opinion & Order publicly on April 9, 2025. ECF No. 153.

73. Following the Court's Opinion & Order granting Plaintiffs' motion for class certification and denying Defendant's *Daubert* motions, Judge Deavers set a status conference for April 8, 2025. On April 7, 2025, I submitted a letter to Judge Deavers following a meet and confer

call with Defendant's counsel. ECF No. 151. Defendant's counsel informed us that Defendant intended to file a petition for leave to appeal the Court's Opinion & Order pursuant to Federal Rule of Civil Procedure 23(f). Therefore, the parties requested that the Court refrain from setting a merits discovery schedule or sending class notice until after resolution of Defendant's Rule 23(f) petition. ECF No. 151. The parties agreed to meet and confer regarding a proposed merits discovery schedule and a proposed form of notice to the class within thirty (30) days of the denial of Defendant's Rule 23(f) petition; if the petition were granted, Defendant intended to move for a stay of discovery pending appeal.

74. On April 8, 2025, the parties appeared for a status conference before Judge Deavers, wherein the Court granted the request to refrain from setting a merits discovery schedule or sending class notice until after resolution of Defendant's Rule 23(f) petition.

E. Defendant's Rule 23(f) Petition

75. On April 11, 2025, Defendant filed a Rule 23(f) petition seeking permission to appeal the Court's Opinion & Order granting Plaintiffs' motion for class certification. *See In re: Kroger Company*, Case No. 25-0302, ECF No. 1-2.

76. Shortly thereafter, my firm reviewed and analyzed Defendant's Rule 23(f) petition and drafted an opposition to the same.

77. On April 21, 2025, Plaintiffs filed an opposition to Defendant's Rule 23(f) petition. *See In re: Kroger Company*, Case No. 25-0302, ECF No. 9.

F. Arms'-Length Settlement Negotiations

78. Following the Court's ruling on class certification and Kroger filing its Rule 23(f) petition with the Sixth Circuit, the parties retained Miles N. Ruthberg of Phillips ADR as mediator and set an in-person mediation date of August 21, 2025.

79. The settlement negotiations occurred at arms'-length and were hard fought. In advance of mediation, the Parties exchanged detailed mediation submissions, which included extensive evidence developed through fact and expert discovery.

80. In preparation for the mediation, my firm prepared a detailed mediation statement, outlining the strengths of Plaintiffs' case and comparing Plaintiffs' case with other similar U&C cases and settlements. Plaintiffs' mediation brief was accompanied by numerous exhibits, including evidence obtained during the discovery process. We also prepared a comprehensive reply mediation statement, responding to Kroger's arguments.

81. As a result of pre-mediation negotiations, Kroger produced additional data (beyond the claims data already produced for the litigation classes) regarding sales of prescription drugs nationwide for purposes of mediation, which allowed Plaintiffs to reasonably estimate damages for the Settlement Class.

82. My firm conferred with Mr. Weir in advance of the mediation regarding the additional data produced by Kroger for purposes of reliably estimating class-wide damages.

83. The parties participated in a pre-mediation call with Mr. Ruthberg.

84. The parties attended an in-person mediation on August 21, 2025. The mediation lasted a full day, and the parties failed to reach a settlement during the in-person mediation. Following the in-person mediation, the parties engaged in additional negotiations in the months thereafter, ultimately agreeing to settle the Action[2] pursuant to a mediator's recommendation on the terms set forth in the Settlement Agreement. The Parties memorialized their agreement in a

[2] All capitalized terms not defined herein have the meanings ascribed to them in the Settlement Agreement, attached hereto as **Exhibit A**.

Settlement Term Sheet executed on November 21, 2025. The Settlement was reached pursuant to a mediator's proposal accepted by both parties.

II. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

85. The resulting $17 million Settlement secures excellent relief for Settlement Class Members.

86. In the weeks following the signing of a binding Settlement Term Sheet, Class Counsel selected a Settlement Administrator (Angeion Group) following a competitive bidding process. Angeion Group was mutually agreeable to Plaintiffs and Defendant. Angeion Group was approved by the Court to serve as Settlement Administrator. ECF No. 164, ¶ 8, ECF No. 165, ¶ 8.

87. After reaching an agreement in principle on the Settlement, Class Counsel worked extensively with Defendant's counsel to finalize and memorialize the agreement into a formal Settlement Agreement, including exhibits such as proposed class notice documents, the proposed plan of allocation and distribution, proposed orders for preliminary and final approval, and a stipulated undertaking. That process included multiple rounds of redlines and multiple phone calls to discuss proposed edits. At one point, the parties had to re-engage mediator Miles Ruthberg regarding an issue in the terms, but ultimately the parties resolved the issue prior to meeting with Mr. Ruthberg. The Parties executed the full Settlement Agreement on March 12, 2026.

88. On March 12, 2026, the same day that the Settlement Agreement was fully executed, Plaintiffs filed Plaintiffs' Unopposed Motion for Preliminary Approval. ECF No. 157.

89. On June 8, 2026, the Court held a hearing on Plaintiffs' Unopposed Motion for Preliminary Approval. Andrew Obergfell and I attended the hearing for Plaintiffs.

90. On June 24, 2026, the Court entered an Opinion & Order granting Plaintiffs' motion for preliminary approval and setting interim deadlines through and including a date for the fairness hearing. ECF No. 164. The Court entered an Amended Opinion & Order on June 25, 2026. ECF No. 165.

91. The Parties agreed to the terms of the Settlement through experienced counsel who possessed all the information necessary to evaluate the case, determine the contours of the proposed class, and reach a fair and reasonable compromise after negotiating the terms of the Settlement at arms'-length and with the assistance of a neutral mediator.

92. Plaintiffs and Class Counsel recognize that despite our belief in the strength of Plaintiffs' claims, the expense, duration, and complexity of protracted litigation would be substantial and the outcome of trial uncertain. Thus, the Settlement secures a more proximate and more certain monetary benefit to the Settlement Class Members than continued litigation.

93. Plaintiffs and Class Counsel are also mindful that absent a settlement, the success of Defendant's various defenses in this case could deprive Plaintiffs and the Settlement Class Members of any relief whatsoever. Defendant is represented by highly experienced and qualified attorneys who have made clear that absent a settlement, they were prepared to continue their vigorous defense of this case. Plaintiffs and Class Counsel are also aware that Defendant would continue to challenge liability as well as assert a number of defenses.

94. The core of Plaintiffs' claims concerned allegations that Kroger improperly reported the U&C prices charged to insured customers for prescription drugs by failing to report its Savings Club prices as its U&C prices in connection with insured transactions for prescription drugs. One of Kroger's primary defenses is that Savings Club prices are not "cash prices" and thus are excluded when reporting or otherwise determining an accurate U&C price. Further, Kroger

argued that its contracts with pharmacy benefit managers, the companies that administer prescription drug benefits on behalf of health plans, do not require Kroger to report Savings Club prices as its U&C prices. Kroger also argued that Plaintiff Kirkbride "has no qualifying transaction" resulting in damages because, according to Kroger, "some portion of the Savings Club membership fee must be allocated when determining the actual Savings Club price for a drug."

95. While Plaintiffs substantially prevailed on Kroger's motion to dismiss and were successful in their motion for class certification, there is no guarantee that Plaintiffs would prevail at summary judgment, trial, or a subsequent appeal. *See Washington v. CVS Pharmacy, Inc.*, 2022 WL 17430289, at *2 (9th Cir. Dec. 6, 2022) (affirming defense verdict on similar claims by insured drug buyers that pharmacy chain overcharged them for prescription drugs by failing to report prescription drug program prices as U&C prices). Additionally, Kroger filed a petition for permission to appeal the Court's grant of class certification pursuant to Rule 23(f), creating additional risk to the classes.

96. Plaintiffs and Class Counsel believe that the monetary relief provided by the Settlement weighs heavily in favor of a finding that the Settlement is fair, reasonable, and adequate.

97. Since the Court granted preliminary approval, Class Counsel has worked with the Settlement Administrator, Angeion Group, to carry out the Court-ordered Notice Plan. My firm has also interacted with several prospective Settlement Class Members who have submitted inquiries regarding the Settlement.

III. CLASS COUNSEL'S LODESTAR AND EXPENSES ARE REASONABLE

98. In recognition of the substantial work performed by Class Counsel and the excellent Settlement achieved on behalf of the Settlement Class, Plaintiffs respectfully request that the Court approve a payment of attorneys' fees in an amount equal to one-third of the Settlement Fund, or

$5,666,666.66, plus reasonable costs and expenses of $610,325.71. This request is within the range of fees awarded within the Sixth Circuit for common fund settlements and is justified in light of the substantial monetary benefits conferred on the Settlement Class, the risks undertaken, and the quality and extent of the legal work performed, as set forth herein and in the accompanying declarations and moving papers. *See Macaluso v. Zirtual Startups, LLC*, 2021 WL 3639665, at *4 (S.D. Ohio Aug. 17, 2021) (Marbley, J.) ("When using the percentage-of-the-fund method, courts in this Circuit generally approve of awards that are one-third of the total settlement.").

99. Attached hereto as **Exhibit B** are my firm's detailed billing diaries for this matter, as well as a summary of the same. I have reviewed all of my firm's time entries associated with this case and have used billing judgment to ensure that duplicative and unnecessary time has been excluded and that only time reasonably devoted to the litigation has been included. My firm's time entries were regularly and contemporaneously recorded by me and the other timekeepers pursuant to firm policy and have been maintained in the computerized records of my firm.

100. Bursor & Fisher, P.A. undertook this matter on a contingency basis.

101. Through September 28, 2026, my firm expended 3,119.3 hours in this case. My firm's lodestar fee in this case, based on current billing rates, is $2,991,817.50.

102. In addition to the time enumerated above, I estimate that my firm will incur an additional 50 hours of future work in connection with the fairness hearing, coordinating with Angeion Group, monitoring settlement administration, and responding to Settlement Class Member inquires.

103. Due to the commitment of time and capital investment required to litigate this action, my firm had to forego other work.

104. To date, my firm has also expended $556,876.83 in out-of-pocket costs and expenses in connection with the prosecution of this case. Attached as **Exhibit C** is an itemized list of those costs and expenses. These costs and expenses are reflected in the records of my firm and were necessary to prosecute this litigation. Cost and expense items are billed separately, and such charges are not duplicated in my firm's billing rates.

105. Included within **Exhibit B** is a chart setting forth the hourly rates charged for lawyers and staff at my firm. Based on my knowledge and experience, the hourly rates charged by my firm are within the range of market rates charged by attorneys of equivalent experience, skill, and expertise. As a matter of firm policy, we do not discount our regular hourly rates for non-contingent hourly work. I have personal knowledge of the range of hourly rates typically charged by counsel in our field in New York, California, Florida, and elsewhere, both on a current basis and in the past. In determining my firm's hourly rates from year to year, my partners and I have consciously taken market rates into account and have aligned our rates with the market.

106. Through my practice, I have become familiar with the non-contingent market rates charged by attorneys in New York, California, Florida, and elsewhere (my firm's offices are in New York City, White Plains, New York, Walnut Creek, California, and Miami, Florida). I have gained this familiarity by: (1) working for and billing my firm's hourly-paying clients; (2) litigating attorneys' fees applications; (3) discussing fees with other attorneys; (4) obtaining declarations regarding prevailing market rates filed by other attorneys seeking fees; and (5) reviewing attorneys' fees applications and awards in other cases, as well as surveys and articles on attorneys' fees in the legal news and treatises. The information I have gathered shows that my firm's rates are in line with the non-contingent market rates charged by attorneys of reasonably comparable experience, skill, and reputation for reasonably comparable class action work. In fact,

comparable hourly rates have been found reasonable by various courts for reasonably comparable services, including:

i. *Grey Fox, LLC v. Plains All-Am. Pipeline, L.P.*, 2024 WL 4267431, at *5 (C.D. Cal. Sept. 17, 2024), approving rates of "partners with hourly rates in the range of $745 to $1,380, associates in the range of $345 to $720, and paralegals/research staff in the range of $345 to $535." These same rates were approved in *Katz-Lacabe v. Oracle Am., Inc.*, 2024 WL 4804974, at *5 (N.D. Cal. Nov. 15, 2024), as "in line with those prevailing in this District";

ii. *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Prods. Liab. Litig.*, Case No. 15-md-02672-CRB, ECF No. 3053 (N.D. Cal. Mar. 17, 2017), approving partner rates up to $1,600, and associate rates up to $790;

iii. *In re TFT-LCD (Flat Panel) Antitrust Litig.*, Case No. 07-md-1827-SI, ECF No. 1827 (N.D. Cal. 2013), an antitrust class action in which the court found blended hourly rates of $1000, $950, $861, $825, $820, and $750 per hour reasonable for the lead class counsel;

iv. *Smith v. Apple, Inc.*, 2025 WL 1266927, at *8 (N.D. Cal. May 1, 2025), approving hourly rates between $850 and $1,300 for associates and senior attorneys;

v. *Hessefort v. Super Micro Comput., Inc.*, 2023 WL 7185778, at *8-10 (N.D. Cal. May 5, 2023), approving rates from $770 to $1,350 for partners or of counsel attorneys;

vi. *In re Credit Default Swaps Antitrust Litig.*, 2016 WL 2731524, at *17 (S.D.N.Y. April 26, 2016), approving partner rates of $834 to $1,125 and associate rates of $411 to $714; and

vii. *In re Platinum & Palladium Commod. Litig.*, Slip Op. No. 10-cv-3617, 2015 U.S. Dist. LEXIS 98691, at *13 (S.D.N.Y. July 7, 2015), approving billing rates of $950 and $905 per hour and referring to a recent National Law Journal survey yielding an average hourly partner billing rate of $982 in New York.

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

i. In an article called "Senior Partners Approach $3000 An Hour As More Billing Rate Hikes Expected in 2025," written by Mimi Lamarre and published by Law.com on September 24, 2024, noted that seeing billing rates of $ 3000 an hour for partners and $1000 an hour is becoming increasingly common. The article notes that 16 firms in the Am Law 50 have third-year associates charging over $1,000 an hour. A true and correct copy of this article is attached hereto as **Exhibit D**.

ii. In an article entitled "BigLaw partners hand over work to keep costs down, analysis shows," written by Robert Freedman and published in Legal Dive on October 22, 2024, the author notes that among the AmLaw 100 firms, for the year 2024, the typical blended hourly rate (taking account for both partners and associates) was $1,057, and that the typical hourly rate for partners at New York law firms was $1,525. A true and correct copy of this article is attached hereto as **Exhibit E.**

iii. In an article entitled "Elite Law Firm Billing Rates Continue to Outpace Economy" by Tracey Read and published by Law360 on October 9, 2025, the author states that "[t]he blended hourly rate for the top 100 law firms in the United States rose by 8.3% in the first six months of 2025, reaching $1,145 per hour," and that "partners at the top 25 firms charged an average of $1,635 per hour," while "associates at top 25 firms billed $1,065 an hour." A true and correct copy of this article is attached hereto as **Exhibit F**.

iv. In an article entitled "Big Law Rates Topping $2,000 Leave Value 'In Eye of Beholder,'" written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the $2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit G**.

108. Given Bursor & Fisher's unique experience and track record of success winning 6 of 6 class action trials, and given my own track record of success during over 20 years of practice, my hourly rate is set at $1,400.[3] My firm's rates have been deemed reasonable by Courts across the country, including in New York, Michigan, California, Illinois, Missouri, and New Jersey for example:

i. *Fan v. NBA Properties, Inc.*, Case No. 3:23-cv-05069-SI, ECF No. 124 (N.D. Cal. Dec. 19, 2025), granting final approval of settlement and awarding requested attorneys' fees where Bursor & Fisher submitted rates of $300/hr to $1,250/hr.

ii. *Ramey v. The Pennsylvania State University*, Case No. 2:20-cv-00753-RJC, ECF No. 104 (W.D. Pa. Feb. 18, 2025), granting final approval of settlement and awarding requested attorneys' fees for submitted hourly rates of $1,100.

iii. *Elder v. Hilton Worldwide Holdings, Inc.*, 2021 WL 4785936, at *9 (N.D. Cal. Feb. 4, 2021), finding Bursor & Fisher rates ranging from $200/hr to $1000/hr "are reasonable."

[3] *See* https://www.bursor.com/team/joseph-i-marchese/

iv. *Perez v. Rash Curtis & Associates*, 2020 WL 1904533, at *20 (N.D. Cal. Apr. 17, 2020), finding Bursor & Fisher's rates within "a reasonable range for rates charged in this district for comparable work."

v. *Kaupelis v. Harbor Freight Tools USA, Inc.*, 2022 WL 2288895, at *9 (C.D. Cal. Jan. 12, 2022), finding Bursor & Fisher rates ranging from $250/hr to $1000/hr as "reasonable compared to other awards in California courts."

vi. *Presson v. Alamo Intermediate II Holdings, LLC*, Case No. 1:24-cv-00170, ECF No. 60 (S.D.N.Y. Nov. 5, 2025), granting final approval of settlement and awarding requested attorneys' fees where Bursor & Fisher submitted rates of $400/hr to $1,250/hr.

vii. In *Rodriguez v. CitiMortgage, Inc.*, Case No. 11-cv-4718, S.D.N.Y. (Oct. 6, 2015), the court concluded during the fairness hearing that Bursor & Fisher's rates for two of its partners, Joseph Marchese and Scott Bursor, were "reasonable."

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

110. Attached hereto as **Exhibit H** is a current firm resume for Bursor & Fisher, P.A.

111. As aforementioned, my firm, Bursor & Fisher, P.A., has significant experience in litigating class actions of similar size, scope, and complexity to the instant action. (*See* **Ex. H**).

112. In addition, my firm has also been recognized by courts across the country for its expertise. (*See* **Ex. H**); *see also Ebin v. Kangadis Food Inc.*, 297 F.R.D. 561, 566 (S.D.N.Y. Feb. 25, 2014) (Rakoff, J.) ("Bursor & Fisher, P.A., are class action lawyers who have experience litigating consumer claims. … The firm has been appointed class counsel in dozens of cases in both federal and state courts, and has won multi-million dollar verdicts or recoveries in five class action jury trials since 2008.") [4]; *In re Apple Data Privacy Litig.*, Case No. 5:22-cv-07069, ECF No. 104 (N.D. Cal. July 5, 2023) (appointing Bursor & Fisher, P.A. as co-lead Class Counsel in contested leadership application); *In re Sandisk SSDs Litig.*, 2023 WL 10367607, at *1 (N.D. Cal.

[4] Bursor & Fisher has since won a sixth jury verdict in *Perez v. Rash Curtis & Associates*, Case No. 4:16-cv-03396-YGR (N.D. Cal.), for $267 million.

Dec. 4, 2023) ("Bursor & Fisher, however, has had significant experience representing certified classes (and representing putative classes as interim class counsel)" and appointing its attorneys co-lead counsel in contested leadership application).

113. Moreover, my firm has served as trial counsel for class action Plaintiffs in six jury trials and has won all six, with recoveries ranging from $21 million to $299 million.

IV. THE CLASS REPRESENTATIVES' ROLE IN THIS LITIGATION

114. I am of the opinion that Ms. Judy Kirkbride's and Ms. Beeta Lewis's active involvement in this case was critical to its ultimate resolution. Both Ms. Kirkbride and Ms. Lewis took their roles as class representatives seriously, both devoting significant amounts of time and effort to protecting the interests of the class. Without their willingness to assume the risks and responsibilities of serving as class representatives, I do not believe such a strong result could have been achieved.

115. Both Ms. Kirkbride and Ms. Lewis equipped Class Counsel with critical details regarding their experiences with Defendant. Ms. Kirkbride and Ms. Lewis assisted Class Counsel in investigating their claims, detailing their purchases of prescription drugs using their insurance at Kroger. Ms. Kirkbride aided in drafting the initial Class Action Complaint, and both Ms. Kirkbride and Ms. Lewis aided in drafting the First Amended Class Action Complaint. Both Ms. Kirkbride and Ms. Lewis also actively participated in document discovery, deposition preparation, and sat for depositions. Both Ms. Kirkbride and Ms. Lewis actively consulted during the settlement process.

116. In short, Ms. Kirkbride and Ms. Lewis assisted Class Counsel in pursuing this action on behalf of the class, and their involvement in this case has been nothing short of essential.

I declare under penalty of perjury that the above and foregoing is true and accurate. Executed this 30th day of September 2026 at New York, New York.

Joseph Marchese (Sep 30, 2026 15:34:44 EDT)

Joseph I. Marchese

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

JUDY KIRKBRIDE and BEETA LEWIS, individually and on behalf of all others similarly situated,	)	Case No. 2:21-cv-00022-ALM-EPD
	)	Chief Judge Algenon L. Marbley
	)	Magistrate Judge Elizabeth Deavers
Plaintiffs,	)	
vs.	)	
THE KROGER CO.,	)	
Defendant.	)	

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement, including its exhibits (collectively, the "Settlement Agreement") is entered into as of March 12, 2026 by and among Plaintiffs Judy Kirkbride and Beeta Lewis ("Plaintiffs"), the Settlement Class[1], Bursor & Fisher, P.A., Arisohn LLC, and Smith Krivoshey, PC as Class Counsel, on the one hand, and Defendant The Kroger Co., on the other hand. Defendant and Plaintiffs are referred to individually as "Party" and collectively as the "Parties." Together, Plaintiffs, the Settlement Class, and Defendant are referred to for purposes of this Settlement Agreement as the "Settling Parties."

I. THE LITIGATION

On January 5, 2021, one of the current Plaintiffs filed the initial class action complaint. ECF No. 1. Plaintiffs' central allegation is that Defendant should have considered the prices it charged under its Rx Savings Club or Health Savings Club ("Savings Club") when determining its usual and customary ("U&C") prices, resulting in some insured customers paying more for prescription drugs. Defendant denies Plaintiffs' allegations and maintains that it acted appropriately in reporting its retail prices as its U&C prices. On April 16, 2021, Defendant filed a motion to strike the complaint. ECF No. 28. On April 29, 2021, before the District Court could rule, certain Plaintiffs filed an amended complaint ("Amended Complaint"). ECF No. 30. On July 12, 2022, the District Court denied Kroger's motion to dismiss the Amended Complaint. ECF No. 42. On July 26, 2022, Kroger filed its answer to the Amended Complaint, and on July 27, 2022, Plaintiffs filed a motion to strike Kroger's affirmative defenses. ECF No. 44; ECF No. 45. On January 1, 2023, Kroger then filed its amended answer to the Amended Complaint. ECF No. 55. On January 23, 2023, Plaintiffs filed a renewed motion to strike Defendant's affirmative

[1] Capitalized terms not defined in the introductory paragraph are defined in § IV.1, *infra*.

defenses. ECF No. 57. On September 5, 2023, the District Court struck, without prejudice, certain of Kroger's affirmative defenses. ECF No. 62.

Over the course of over five years of hard-fought litigation, the Parties engaged in extensive fact and expert discovery. Plaintiffs issued and Kroger responded to 16 requests for production, 11 interrogatories, and 4 requests for admission. Kroger issued and Plaintiffs responded to 30 requests for production, 10 interrogatories, and 13 requests for admission. Kroger issued six non-party subpoenas and Plaintiffs issued two non-party subpoenas for documents, and the Parties received documents and data in response. Defendants reviewed over 18,000 documents and produced nearly 4,000 documents; and Plaintiffs reviewed over 22,000 pages of documents. Plaintiffs took or defended nine Party and non-party depositions pursuant to Federal Rules of Civil Procedure 30(b)(6) and 45, including depositions of six of the Parties' seven experts,[2] Kroger, and the two named Plaintiffs. The Parties' experts issued opening, responsive, and rebuttal reports relating to Plaintiffs' motion for class certification. Each Plaintiff also produced documents, including information reflecting purchases of prescriptions from Kroger.

On February 16, 2024, Plaintiffs filed their motion for class certification and expert reports, ECF Nos. 72, 72-1. On May 17, 2024, Kroger filed its second amended answer to the Amended Complaint, and reinstated certain of its affirmative defenses. ECF No. 82; ECF No. 83. On May 28, 2024, Defendant filed its opposition to Plaintiffs' motion for class certification and its expert reports. ECF Nos. 84, 84-1, 84-2.[3] Plaintiffs filed a reply and Defendant filed a surreply and Rule 702 motions. Class certification briefing concluded following the filing of Plaintiffs' reply papers,

[2] Plaintiffs introduced an additional expert, Dr. Susan Hayes, during class certification briefing, so Kroger did not have an opportunity to depose her prior to her testimony at the March 19-21, 2025 evidentiary hearing.

[3] Kroger also served on Plaintiffs at that time, but did not file on the docket, one additional expert report. Kroger also served one amended expert report on Plaintiffs on June 20, 2024, which was filed on the docket. ECF No. 150.

including rebuttal expert reports, and Defendant's additional sur-reply and sur-rebuttal expert report. ECF Nos. 101, 101-1, 147, 149. On October 3, 2024, the Parties completed all briefing related to Defendant's Rule 702 motions. ECF Nos. 85, 85-1, 85-2, 86, 86-1, 86-2, 98, 98-1, 99, 99-1, 99-2, 99-3, 99-4, 99-5, 108, 108-1, 108-2, 109, 110, 110-1, 110-2, 111, 115, 116, 118, 119.

On March 19-21, 2025, the District Court held a three-day evidentiary hearing and oral argument on the motion for class certification and Rule 702 motions. ECF No. 85; ECF No. 86; ECF No. 101; ECF No. 110; ECF No. 111; ECF No. 144; ECF No. 145; ECF No. 147; ECF No. 156. On April 9, 2025, the District Court granted Plaintiffs' motion for class certification and denied the Rule 702 motions. ECF No. 142.

Following the District Court's April 9, 2025 order, Kroger filed a petition for permission to appeal the District Court's grant of class certification in the Sixth Circuit ("Petition"). *Kirkbride et al. v. The Kroger Co.*, No. 25-0302 (6th Cir. Apr. 11, 2025), ECF No. 1-2. The Sixth Circuit has not ruled on the Petition. On May 22, 2025, the Parties filed a joint motion to hold the case in abeyance pending mediation, which the Sixth Circuit granted. *See id.*, ECF Nos. 16, 17-2.

II. DEFENDANT'S DENIAL OF WRONGDOING AND LIABILITY

Defendant contends that the claims and allegations of wrongdoing or liability by Plaintiffs and the Settlement Class in the Action are without merit. Defendant expressly denies all allegations of wrongdoing or liability. The Parties are settling this matter with no findings of liability or wrongdoing by Kroger as to any of Plaintiffs' allegations. Further, the Settling Parties' agreement as to certification of the Settlement Class is only for purposes of effectuating a Settlement and for no other purpose. Defendant retains all of its objections, arguments, and/or defenses with respect to the merits of the Action and class certification if the Settlement Agreement does not receive approval or if it is terminated. The Settling Parties acknowledge that there has been no stipulation to any class for any purposes other than effectuating the Settlement, and,

although the District Court certified three litigation classes, Kroger has requested permission to appeal that certification to the Sixth Circuit, and if the District Court declines to approve the Settlement Agreement in whole, including the class definition provided herein, or if the Settlement Agreement is voided, terminated pursuant to ¶ 8.3, or fails to become effective for any reason, then, in addition to the provisions of ¶¶ 8.1-8.4, this Settlement Agreement becomes null and void *ab initio*, and no Party may cite this Settlement Agreement, the negotiations that led to the Settlement Agreement, or any related documents filed in connection with the Settlement Agreement for any purpose related to the Action, including arguing the merits of class certification and/or any Party's claims or defenses.

It is expressly agreed that neither this Settlement Agreement nor any action taken to carry out this Settlement Agreement is, may be construed as, or may be used as an admission by Defendant of any fault, wrongdoing, or liability whatsoever with respect to the subject matter of the Action.

III. THE BENEFITS OF SETTLEMENT

The Parties to this Action engaged in extensive arm's-length settlement negotiations. The Parties retained Miles N. Ruthberg of Phillips ADR as the mediator. Kroger provided additional data to Plaintiffs sufficient to allow Plaintiffs to reliably estimate damages to the Settlement Class, and the Parties submitted written mediation briefs and exhibits, and participated in numerous pre-mediation conferences with the mediator. On August 21, 2025, the Parties attended an all-day in-person mediation, and engaged in additional negotiations thereafter, and ultimately agreed in principle (subject to certain terms set forth below) to settle the Action in exchange for a total cash payment by Kroger of $17,000,000.00 for the benefit of the Settlement Class and other terms as further described below.

The Settling Parties know that further prosecution and defense of the Action would be protracted and expensive and, having taken into account the uncertainty and risks inherent in any such litigation, have determined that it is desirable to compromise and settle all claims in the Action with respect to the Settlement Class described in this Settlement Agreement and to proceed to seek approval, implementation, and administration of this Settlement in the Southern District of Ohio.

Plaintiffs, on behalf of themselves and as representatives of the Settlement Class, and Defendant have worked to resolve their differences, and have elected to settle those differences under the terms of this Settlement Agreement rather than continue litigating their respective positions to conclusion.

The Settling Parties intend by this Settlement Agreement to resolve all claims of the Settlement Class against Defendant, and vice versa, and to resolve all other Plaintiffs' Released Claims and Defendant's Released Claims (as defined below) in accordance with the terms of this Settlement Agreement.

IV. TERMS OF AGREEMENT

NOW, THEREFORE, Plaintiffs, on behalf of themselves and as representatives of the Settlement Class, the Settlement Class, and Defendant, in consideration of the execution of this Settlement Agreement, the mutual promises contained herein, the benefits to be received hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all Settling Parties, hereby agree as follows:

1. Definitions

The following terms and phrases shall have the following meanings under the provisions of this Settlement Agreement, whether used in the singular or plural, and whether in the possessive or non-possessive:

1.1 "Action" means *Kirkbride et al. v. The Kroger Co.*, No. 2:21-cv-00022 (S.D. Ohio).

1.2 "Attorneys' Fees and Expenses" means attorneys' fees and out-of-pocket litigation expenses and charges (including expert and consulting fees) submitted by Class Counsel in an amount to be determined by the District Court. Attorneys' Fees and Expenses shall be paid from the Settlement Fund.

1.3 "Claim Form" means the claim form attached as Exhibit E as approved by the District Court.

1.4 "Class Counsel" means Bursor & Fisher, P.A., Arisohn LLC, and Smith Krivoshey, PC.

1.5 "Contact Information" means any potential Settlement Class Members' names, dates of birth, phone numbers, physical addresses (including zip code), and email addresses that are in Defendant's possession and reasonably accessible as of the date of this Settlement Agreement.

1.6 "Defendant" or "Kroger" means The Kroger Co., including all pharmacies owned and/or operated by The Kroger Co. or any of its affiliates.

1.7 "Defendant's Counsel" means Reed Smith LLP.

1.8 "Defendant's Released Claims" means all claims, demands, damages, harm, injuries, actions, causes of action, suits, proceedings, matters, disputes, obligations, costs, and losses of any kind whatsoever, whether known or Unknown Claims, suspected or unsuspected, accrued or unaccrued, and contingent or non-contingent, which now exist or have existed upon any theory of law or equity (whether contractual, common law, statutory, federal, state, local, or otherwise), against Plaintiffs' Released Persons arising out of or related to the institution, prosecution, or Settlement of the claims asserted in the Action, except for claims relating to the

enforcement of the Settlement Agreement, the filed stipulated undertaking referenced in ¶ 7.1 ("Stipulated Undertaking"), and the side agreement referenced in ¶ 8.3 ("Side Agreement").

1.9 "Defendant's Released Persons" means Kroger and its respective legal representatives, predecessors, successors and assigns, present and former parents and subsidiaries and affiliated entities, and present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated individuals or entities.

1.10 "Distribution" means an electronic disbursement or disbursement by check payable to the order of a Settlement Class Member as the distribution of the Settlement Class Member's share of the Net Settlement Fund pursuant to the approved Plan of Allocation and Distribution.

1.11 "Distribution Date" means the date of the initial disbursement of the Net Settlement Fund to Settlement Class Members. No Distribution shall be made to Settlement Class Members until the Effective Date.

1.12 "Effective Date" means the date on which the Judgment becomes Final and Non-Appealable.

1.13 "Escrow Account" means the interest-bearing account controlled by the Escrow Agent into which the sum of $17,000,000.00, paid to the Escrow Agent by Defendant, in the manner and amounts as set forth in ¶ 2.1, shall be deposited.

1.14 "Escrow Agent" means Angeion Group.

1.15 "Escrow Fees" means any fees, costs, and expenses incurred by the Escrow Agent other than Taxes and Tax Expenses.

1.16 "Fairness Hearing" means the proceedings to be held before the District Court to determine whether the Settlement should be approved as fair, reasonable and adequate pursuant to

Rule 23(e)(2) of the Federal Rules of Civil Procedure; whether the Judgment should be entered; and whether the motion for award of Attorneys' Fees and Expenses and Service Awards should be granted.

1.17 "Final and Non-Appealable" means, with respect to the Judgment approving this Settlement Agreement and the proposed class settlement contemplated under this Settlement Agreement, when the Judgment has been entered and the time has expired to file: (a) a notice of appeal; or (b) any motion which would legally extend the time to appeal the Judgment or challenge or seek reconsideration, modification or vacation of the Judgment. If a notice of appeal is filed, the Judgment becomes Final and Non-Appealable when the appellate court enters an order or judgment dismissing or overruling the relief requested and that order or judgment itself becomes final and no longer subject to further review in any court, or on the date all the appellants dismiss with prejudice any appeal. For the avoidance of doubt, any appeal or proceeding seeking subsequent judicial review of an order solely with respect to Attorneys' Fees and Expenses shall not in any way delay or preclude the Judgment from becoming Final and Non-Appealable.

1.18 "Judgment" means the order of the District Court giving final approval to this Settlement in accordance with the terms of this Settlement Agreement, substantially in the form of the attached Exhibit F.

1.19 "Plaintiffs" means collectively: Judy Kirkbride and Beeta Lewis.

1.20 "Net Settlement Fund" means the Settlement Fund less: (a) Attorneys' Fees and Expenses, including Service Awards, as awarded by the District Court; (b) Notice and Administration Expenses; (c) Taxes, Tax Expenses, and Escrow Fees; and (d) other Court-approved deductions.

1.21 "Notice" means the Notices of Settlement of Class Action and Fairness Hearing, which are to be sent to the Settlement Class after the District Court determines them to be consistent with the requirements of Due Process and Rule 23, and is substantially in the forms of the attached Exhibits C1, C2, and D.

1.22 "Notice Plan" means the plan created by the Parties and Settlement Administrator for the purpose of providing Notice to the Settlement Class, as described in ¶¶ 5.1-5.8, below.

1.23 "Notice and Administration Expenses" means the reasonable expenses of the Settlement Administrator incurred or charged in connection with the following, as approved by the District Court:

(a) Providing notice of the Settlement to Settlement Class Members pursuant to the Notice Plan, including through digital communications and publication of the Notice (including the cost of print and digital communications and publications, as well as making certain efforts to locate Settlement Class Members);

(b) Maintenance of a dedicated Settlement Website to facilitate communications with Settlement Class Members and to provide access to Settlement-related documents and information;

(c) Responding to inquiries regarding the Settlement by Settlement Class Members;

(d) Implementation of the Plan of Allocation and Distribution (including the processing of claims, calculating the allocations and distributions, and providing disbursements);

(e) Costs of preparing and dispersing Distributions and tax documentation to the Settlement Class Members; and

(f) Any other reasonable fees and expenses of the Settlement Administrator.

1.24 "Opt-Out Deadline" means the date by which Settlement Class Members must elect to opt out of the Settlement Class as set forth in the Preliminary Approval Order.

1.25 "Plaintiffs' Related Parties" means Plaintiffs' respective legal representatives, including Class Counsel, heirs, executors, administrators, beneficiaries, trustees, predecessors, successors in interest, transferees and assignees, in their capacities as such.

1.26 "Plaintiffs' Released Claims" means all claims, demands, damages, harm, injuries, actions, causes of action, suits, proceedings, matters, disputes, obligations, costs, and losses of any kind whatsoever, whether known or Unknown Claims, suspected or unsuspected, accrued or unaccrued, and contingent or non-contingent, which now exist or have existed upon any theory of law or equity (whether contractual, common law, statutory, federal, state, local, or otherwise), including any claims for compensatory or punitive damages, or for attorneys' fees, costs, or disbursements of any kind, against Defendant's Released Persons arising out of or related to the conduct challenged in the Action, including any and all claims relating to the reporting of U&C prices for pharmaceuticals, regardless of whether "usual and customary" or "U&C" appears as a defined contractual term in any relevant contract, except for claims relating to the enforcement of the Settlement Agreement, the Stipulated Undertaking, and the Side Agreement.

1.27 "Plaintiffs' Released Persons" means Plaintiffs, Settlement Class Members, and Plaintiffs' Related Parties.

1.28 "Plan of Allocation and Distribution" means the methodology for allocating and distributing the Net Settlement Fund to Settlement Class Members, attached as Exhibit A.

1.29 "Preliminary Approval Order" means the order (or orders) of the District Court: (a) preliminarily approving this Settlement Agreement; (b) preliminarily certifying the Settlement Class; (c) preliminarily appointing class representatives; (d) preliminarily appointing Class

Counsel; (e) appointing the Settlement Administrator and Escrow Agent; (f) approving the form and manner of disseminating the Notice to Settlement Class Members; (g) approving the Notice Plan; (h) preliminarily approving the Plan of Allocation and Distribution; and (i) scheduling a Fairness Hearing. The Preliminary Approval Order shall also provide that, if this Settlement Agreement is not approved in whole, is voided, terminated pursuant to ¶ 8.3, or fails to become effective for any reason, the Settling Parties shall be returned to the *status quo* that existed immediately prior to May 23, 2025, when the Sixth Circuit first held the case in abeyance so that the Parties could engage in settlement discussions. *See Kirkbride et al. v. The Kroger Co.*, No. 25-0302 (6th Cir. Apr. 11, 2025), ECF No. 17-2. The Preliminary Approval Order shall be substantially in the form of the order attached as Exhibit B.

1.30 "Released Persons" means Defendant's Released Persons and Plaintiffs' Released Persons.

1.31 "Released Claims" means Defendant's Released Claims and Plaintiffs' Released Claims.

1.32 "Service Awards" means payments, to be approved by the District Court, to Plaintiffs in their capacity as representatives of the Settlement Class to compensate them for their work on behalf of the Settlement Class, including participating in the litigation, performing work in support of the litigation, and undertaking the risks of litigation.

1.33 "Settlement" means the settlement between the Settling Parties in the Action on the terms and conditions set forth in this Settlement Agreement.

1.34 "Settlement Administrator" means Angeion Group. Angeion Group will administer this Settlement Agreement and the Plan of Allocation and Distribution.

1.35 "Settlement Amount" means $17,000,000.00 in cash to be paid by Defendant into the Escrow Account for the benefit of the Settlement Class. The Settlement Amount will be paid in the manner set forth in ¶ 2.1.

1.36 "Settlement Class Member" means a person who is a member of the Settlement Class who does not opt out.

1.37 "Settlement Class Period" means from December 9, 2018 through the date on which Class Notice is disseminated.

1.38 "Settlement Class" means the following:

> All individuals in the United States and its territories who, at any point in time during the Settlement Class Period, paid in whole or in part for one or more prescription drugs from Kroger using their insurance.

The following individuals are excluded from the Settlement Class: (1) any Judge presiding over any portion of this Action, including appeals, and immediate members of the Judges' families, any members of the Judges' respective staffs (but not members of the immediate families of judicial staff); (2) officers and directors of Kroger, its subsidiaries, parent companies, successors, predecessors, affiliates, and any entity in which Kroger has a controlling interest; (3) individuals who timely and validly request exclusion from the Settlement Class; (4) the legal representatives, successors, or assigns of any such excluded individuals; and (5) all individuals that have sued (other than through this Action), filed an arbitration demand, or participated in a settlement in a suit against Kroger relating to its determination of U&C prices in connection with the Savings Club (this exclusion from the Settlement Class does not apply to individuals that have voluntarily dismissed their claims without prejudice in any suit or arbitration).

1.39 "Settlement Fund" means the Settlement Amount, plus all interest and accretions thereto.

1.40 "Settlement Website" means the dedicated website created, administered, and maintained by the Settlement Administrator in connection with the Settlement, at an available URL (such as, for example, www.krogersavingsclubsettlement.com).

1.41 "Tax" or "Taxes" mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority.

1.42 "Tax Expenses" means expenses and costs incurred in connection with the implementation and administration of the "qualified settlement fund" described in ¶¶ 2.8-2.13 (including expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in ¶¶ 2.8-2.13).

1.43 "Unknown Claims" means: (a) any Plaintiffs' Released Claims that Plaintiffs or any Settlement Class Member does not know or suspect to exist in his or her favor at the time of the release of Defendant's Released Persons which, if known by him or her, might have affected such Plaintiff's or Settlement Class Member's settlement or decisions with respect to the Settlement, including the release of Defendant's Released Persons or the decision not to object to or opt out of this Settlement; and (b) any Defendant's Released Claims that Defendant does not know or suspect to exist in its favor at the time of the release of Plaintiffs' Released Persons, which if known by it, might have affected its settlement or decision with respect to the Settlement, including the release of Plaintiffs' Released Persons. With respect to: (i) any and all Plaintiffs' Released Claims against Defendant's Released Persons and (ii) any and all Defendant's Released Claims against Plaintiffs' Released Persons, the Settling Parties stipulate and agree that, upon the Effective Date, they shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and

all provisions, rights, and benefits conferred by the law of any state or territory or other jurisdiction or principle of common law or foreign law that is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

The Settling Parties and the Settlement Class Members may hereafter discover facts in addition to or different from those that he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but the Settling Parties shall expressly fully, finally, and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or have existed, upon any theory of law or equity now existing or coming into existence in the future, including conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of law (including by operation of the Judgment) to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement.

1.44 The term "including" means including but not limited to.

2. The Settlement

a. Payments to Settlement Class Members

2.1 **Payment by Defendant**. Defendant agrees to pay $17,000,000.00 into a non-reversionary common fund for the benefit of Settlement Class Members. Within 45 days after the District Court enters a Judgment, Defendant will pay the Settlement Amount into the Escrow Account, which the Escrow Agent will control. No disbursements shall be made to Settlement Class Members until the Effective Date. If this Settlement Agreement is not approved in whole, is voided, or is terminated pursuant to ¶ 8.3, or if the Settlement Agreement fails to become effective for any reason: (a) the balance in the Settlement Fund, including interest accrued thereon and the amounts returned to the Settlement Fund pursuant to ¶ 7.3, but less Taxes, Tax Expenses, Escrow Fees, and any Notice and Administration Expenses actually paid or incurred, shall be promptly returned to Defendant not later than 35 days after the Settlement Agreement is not approved, is voided, terminated pursuant to ¶ 8.3, or fails to become effective for any reason; and (b) the Settling Parties shall be returned to the *status quo* that existed in the Action immediately prior to May 23, 2025, when the Sixth Circuit first stayed the case so that the Parties could engage in settlement discussions.

2.2 Distributions to Settlement Class Members shall be in accordance with this Settlement Agreement, the Plan of Allocation and Distribution as approved by the District Court, and the Judgment.

2.3 The obligations incurred pursuant to this Settlement Agreement shall be in full and final disposition and settlement of all the Released Claims. Except with regard to the amount Kroger agrees to pay in the event that the Settlement fails to become effective for any reason prior to entry of the Judgment as stated in ¶ 5.6, below, the Settlement Amount paid by Defendant is its sole monetary responsibility under this Settlement Agreement, and Settlement Class Members who

do not timely seek to exclude themselves from the Settlement Class shall not look to any of Defendant's Released Persons for satisfaction of any Plaintiffs' Released Claims. Defendant is not responsible for payment of Attorneys' Fees and Expenses, Notice and Administration Expenses, Escrow Fees, or any out-of-pocket expenses, other than indirectly through its payment of the Settlement Amount, or as provided for in this Settlement Agreement.

b. The Escrow Agent

2.4 The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶ 2.1 in United States Agency or Treasury Securities or other instruments backed by the Full Faith & Credit of the United States Government or an Agency thereof, or fully insured by the United States Government or an Agency thereof, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All risks related to the investment of the Settlement Fund shall be borne by the Settlement Fund. The Released Persons shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

2.5 The Escrow Agent shall not disburse the Settlement Fund except as provided in the Settlement Agreement or by an order of the District Court.

2.6 Subject to further order(s) and/or directions as may be made by the District Court, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of the Settlement Agreement. Neither the Parties nor their respective counsel shall be liable for the loss of any portion of the Settlement Fund, nor have any liability, obligation, or responsibility for (a) the payment of claims, taxes (including interest and penalties), legal fees, or any other expenses payable from the Settlement Fund; (b) the investment of any Settlement Fund assets; or (c) any act, omission, or determination of the Escrow Agent.

2.7 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the District Court, and shall remain subject to the jurisdiction of the District Court, until such time as such funds shall be distributed pursuant to the Settlement Agreement and/or further order(s) of the District Court.

c. Taxes and Tax Expenses

2.8 The Settling Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this paragraph, including the "relation-back election" (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary Parties, and thereafter to cause the appropriate filing to occur.

2.9 For the purpose of § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in ¶ 2.8 hereof) shall be consistent with this ¶ 2.9 and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶ 2.10 hereof. Defendant's Released Persons shall have no responsibility or liability for the Settlement Fund's tax returns or other filings. Plaintiffs' Released Persons shall have no responsibility or liability for the Settlement Fund's tax returns or other filings, other than indirectly through the Settlement Fund.

2.10 All: (a) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Persons or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a "qualified settlement fund" for federal or state income tax purposes; and (b) Tax Expenses, shall be paid out of the Settlement Fund; in all events Defendant's Released Persons and their counsel shall have no liability or responsibility for the Taxes or the Tax Expenses, and Plaintiffs' Released Persons, the Settling Parties, and their counsel shall have no liability or responsibility for the Taxes or the Tax Expenses other than indirectly through the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the District Court and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from Distribution to Settlement Class Members any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(l)(2)). The Settling Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

2.11 The Settlement Administrator will be responsible for the filing of forms related to all Taxes (including any interest or penalties thereon), including all federal, state, local, or any other Taxes of any kind, that may be owed on any income earned by the Settlement Fund.

2.12 Defendant's Released Persons and Defendant's Counsel shall have no liability for or obligations with regard to Taxes and Tax Expenses, including with respect to acts or omissions of the Settlement Administrator or its agents. The Escrow Agent, through the Settlement Fund,

shall indemnify and hold each Defendant's Released Persons and Defendant's Counsel harmless for any Taxes and Tax Expenses (including, without limitation, taxes payable by reason of such indemnification).

2.13 Plaintiffs' Released Persons and Class Counsel shall have no liability for or obligations with regard to Taxes and Tax Expenses, including with respect to acts or omissions of the Settlement Administrator or its agents, other than indirectly through the Settlement Fund. The Escrow Agent, through the Settlement Fund, shall indemnify and hold Plaintiffs' Released Persons and Class Counsel harmless for any Taxes and Tax Expenses (including, without limitation, taxes payable by reason of such indemnification).

d. Refund of Settlement Payment Upon Termination of Settlement

2.14 In the event that the Settlement Agreement is not approved, is voided, terminated pursuant to ¶ 8.3, or fails to become effective for any reason, the balance in the Settlement Fund, including interest accrued thereon and the amounts returned to the Settlement Fund pursuant to ¶ 7.3, but less Taxes, Tax Expenses, Escrow Fees, and any Notice and Administration Expenses actually paid or incurred, shall be promptly returned to Defendant pursuant to written instructions from Defendant's Counsel, not later than 35 days after the Settlement Agreement is not approved, is voided, terminated pursuant to ¶ 8.3, or fails to become effective for any reason.

3. Preliminary Approval Order, CAFA Notice, and Fairness Hearing

3.1 Promptly after execution of the Settlement Agreement, Class Counsel shall submit the Settlement Agreement to the District Court and shall apply for entry of the Preliminary Approval Order, requesting, among other things, the preliminary approval of the Settlement set forth in the Settlement Agreement, approval of the Notice, preliminary appointment of Plaintiffs as class representatives for the Settlement Class, and preliminary appointment of Bursor & Fisher,

P.A., Arisohn LLC, and Smith Krivoshey, PC as Class Counsel, substantially in the form of the attached Exhibit B. The Notice shall include the general terms of the Settlement set forth in the Settlement Agreement, a description of the proposed Plan of Allocation and Distribution, the general terms of the application for a Fee and Expense Award (as defined in ¶ 7.1), and the date of the Fairness Hearing. Defendant agrees not to oppose appointment of Plaintiffs as class representatives for the Settlement Class and appointment of Bursor & Fisher, P.A., Arisohn LLC, and Smith Krivoshey, PC as Class Counsel for the Settlement Class.

3.2 At the time of the submission of this Settlement Agreement to the District Court as described above, Class Counsel shall request that after notice is given, the District Court hold the Fairness Hearing and approve the Settlement of the Action as set forth herein. At the Fairness Hearing, Class Counsel also will request that the District Court: (1) grant final approval of this Settlement and direct its implementation pursuant to the terms and conditions of the Settlement Agreement; (2) confirm that the Notice Plan complies in all respects with the requirements of due process and Rule 23 by providing due, adequate, and sufficient notice to the Settlement Class; (3) determine that this Settlement is fair, reasonable, and adequate; (4) approve the proposed Plan of Allocation and Distribution; (5) grant Plaintiffs' application for an award of Attorneys' Fees and Expenses, including Plaintiffs' request for Service Awards in connection with their representation of the Settlement Class; (6) direct that the Action be dismissed with prejudice; (7) state pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and direct that the Judgment is a final, appealable order; and (8) retain the District Court's continuing and exclusive jurisdiction over the Parties for purposes of the administration, interpretation, implementation, and enforcement of the Settlement, and over the Settlement Class Members for all matters relating to the Action.

3.3 After Notice is given, the Parties shall request and seek to obtain from the District Court a Judgment, in the form attached as Exhibit F.

3.4 Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, *et seq.* ("CAFA"), no later than 10 calendar days after this Settlement Agreement is filed with the District Court, Defendant shall serve or cause to be served proper notice of the proposed Settlement upon those who are entitled to notice pursuant to CAFA.

4. Releases and Dismissal

4.1 Upon the Effective Date, Plaintiffs' Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Plaintiffs' Released Claims against Defendant's Released Persons with prejudice, whether or not any such Plaintiffs' Released Person shares in the Settlement Fund. Claims to enforce the terms of this Settlement Agreement, the Stipulated Undertaking, and the Side Agreement are not released.

4.2 Upon the Effective Date, Plaintiffs' Released Persons and anyone claiming through or on behalf of any of them will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any of the Plaintiffs' Released Claims against any of Defendant's Released Persons.

4.3 Upon the Effective Date, Defendant's Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Defendant's Released Claims against Plaintiffs' Released Persons with prejudice. Claims to enforce the terms of this Settlement Agreement, the Stipulated Undertaking, and the Side Agreement are not released.

4.4 As part of Plaintiffs' motion for final approval, and in consideration of the promises set forth in this Settlement Agreement, including payment of the Settlement Fund, the Plaintiffs, through their counsel and on behalf of themselves and the Settlement Class, shall request that the District Court dismiss the Action with prejudice.

5. Notice To The Class

5.1 In their motion for preliminary approval, Plaintiffs will propose that the District Court appoint Angeion Group as the Settlement Administrator. The parties have agreed upon Angeion Group to serve as the Settlement Administrator.

5.2 The Parties will work in good faith to assist the Settlement Administrator with developing an appropriate and reasonable Notice Plan, to be completed as soon as practicable after, but no later than fourteen (14) days after, execution of this Settlement Agreement. In the event the Parties and the Settlement Administrator cannot agree on a Notice Plan, the Parties will bring the issue before the District Court for a ruling. The Notice is designed to provide clear and concise notice of the terms of this Settlement Agreement in plain, easily understood language. Plaintiffs will recommend to the District Court the Notice Plan, to be approved in the Preliminary Approval Order, which will be administered by the Settlement Administrator.

5.3 The Settlement Administrator will facilitate the notice process by providing professional guidance and support in the implementation of the Notice Plan and by overseeing the Claim Form submission process and validating claims.

5.4 The duties undertaken by the Settlement Administrator shall be as described in this Settlement Agreement, the Court-approved Plan of Allocation and Distribution, the Court-approved Notice Plan, and orders of the District Court. The Settlement Administrator shall (a) administer the issuance of Notice to the Settlement Class in accordance with the terms of the Preliminary Approval Order and any other orders of the District Court; (b) determine the validity

of submitted claims; (c) calculate the Recognized Claim amounts (defined in the Plan of Allocation and Distribution) of Authorized Claimants (defined in the Plan of Allocation and Distribution) that shall be allowed; (d) administer the Distribution of the Net Settlement Fund to Authorized Claimants (defined in the Plan of Allocation and Distribution); and (e) otherwise provide such claims administration services as are customary in settlements of this type, subject to such supervision of Class Counsel and (as appropriate or as circumstances may require) the District Court.

5.5 The Settlement Administrator shall also post on the Settlement Website a copy of this Settlement Agreement, the long-form Notice, substantially in the form of Exhibit D, hereto, the Claim Form, substantially in the form of Exhibit E, hereto, and other pertinent documents and Court filings pertaining to the settlement (including the motion for attorneys' fees upon its filing).

5.6 Notice and Administration Expenses will not exceed $325,000 prior to the Effective Date. Notice and Administration Expenses incurred prior to the District Court entering a Judgment will be paid by Class Counsel, or the Settlement Administrator may agree to defer receiving payment pending final approval of the Settlement, to be reimbursed out of the Settlement Fund once it is funded. In the event that the Settlement fails to become effective for any reason prior to entry of a Judgment and, therefore, the Settlement Fund is not funded, Kroger will pay the Settlement Administrator and/or reimburse Class Counsel (to the extent Class Counsel has already paid the Settlement Administrator) for the Notice and Administration Expenses actually incurred up to $150,000, and Class Counsel will pay the Settlement Administrator for the Notice and Administration Expenses actually incurred above $150,000 up to the cap of $325,000. Once a Judgment is entered, all Notice and Administration Expenses will be paid and/or reimbursed (to the extent Class Counsel has previously paid the Settlement Administrator) from the Settlement

Fund, regardless of whether the Judgment becomes Final and Non-Appealable. In no event shall Plaintiffs or Class Counsel be responsible to pay any amount for Notice and Administration Expenses other than as specified in this paragraph or indirectly through the Settlement Fund.

5.7 The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with regular reports at weekly intervals containing information concerning Notice (including any opt outs or objections), administration, and implementation of the Settlement Agreement, including the approved Plan of Allocation and Distribution.

5.8 The Settlement Administrator shall provide a declaration to the District Court attesting to the Notice to the Settlement Class and all measures undertaken to provide notice of the Settlement to the Settlement Class upon request by the Parties or as ordered by the District Court.

6. Claims Administration

6.1 No later than April 9, 2026, Defendant shall produce to the Settlement Administrator, with a copy to Class Counsel, an electronic list from its records that includes the Contact Information for Settlement Class Members. This electronic document shall be called the "List of Known Claimants."

6.2 Each Settlement Class Member wishing to participate in the Settlement, and who has not timely and properly elected to opt out of this Settlement, shall be required to submit to the Settlement Administrator a Claim Form. Each Claim Form must be submitted under penalty of perjury under the procedures outlined in the Plan of Allocation and Distribution and instructions contained in the Claim Form or otherwise given by the Settlement Administrator.

6.3 All Claim Forms must be received by the Settlement Administrator within the time prescribed in the Preliminary Approval Order unless otherwise ordered by the District Court. Any Settlement Class Member who fails to submit a properly completed Claim Form within such period authorized by the District Court shall be forever barred from receiving any payments pursuant to

this Settlement Agreement or from the Net Settlement Fund (unless Class Counsel in its discretion deems such late submission to be a formal or technical defect and waives the lateness of the submission in the interest of achieving substantial justice, or unless, by order, the District Court approves that Settlement Class Member's untimely submitted Claim Form), but will in all other respects be subject to the provisions of this Settlement Agreement.

6.4 Claim Forms that do not meet the submission requirements may be rejected. Prior to rejecting a Claim Form for other than lack of timeliness, the Settlement Administrator shall communicate with the claimant to give the claimant the opportunity to remedy any curable deficiencies in the Claim Form submitted. The Settlement Administrator, under the supervision of Class Counsel, shall notify in a timely fashion and in writing, all claimants whose Claim Forms they propose to reject in whole or in part, setting forth the reasons thereof, and shall indicate in such deficiency notice that the claimant whose claims are to be rejected has the right to review by the District Court if the claimant so desires and complies with the requirements of this Settlement Agreement.

6.5 If any claimant whose Claim Form has been rejected in whole or in part desires to contest such rejection, the claimant must, within twenty (20) calendar days after the date of notice required by ¶ 6.4 above, serve upon the Settlement Administrator a written statement of reasons indicating the claimant's ground(s) for contesting the rejection along with copies of any supporting documentation, and requesting a review thereof by the District Court. If a dispute concerning whether a claim should be accepted or rejected cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the District Court.

6.6 Without regard to whether a Claim Form is submitted or allowed, each claimant who declines to be excluded from the Settlement Class shall be deemed to have submitted to the

jurisdiction of the District Court with respect to such claimant's claim, and such claimant's claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that claimant's status as a Settlement Class Member and the validity and amount of the claimant's claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with the processing of Claim Forms.

6.7 Payment pursuant to this Settlement Agreement shall be deemed final and conclusive against all Settlement Class Members. All Settlement Class Members whose claims are not approved shall be barred from participating in distributions from the Net Settlement Fund, but shall otherwise be bound by all of the terms of the Judgment to be entered in the Action and the releases provided for in this Settlement Agreement, and will be barred from bringing any action against the Defendant's Released Persons arising out of or relating to Plaintiffs' Released Claims. All proceedings with respect to the administration, processing, and determination of claims described in this Settlement Agreement and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of and decided by the District Court. All Plaintiffs' Released Persons expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determinations as provided herein. The decision of the District Court with respect to objections to the Settlement Administrator's claim determinations shall be final and binding on all Plaintiffs' Released Persons, and there shall be no appeal to any court, including the United States Court of Appeals for the Sixth Circuit, such right of appeal having been knowingly and intentionally waived by each Plaintiffs' Released Persons.

6.8 Subject to the terms of the Settlement Agreement and order(s) of the District Court, the Settlement Fund shall be applied as follows:

(a) to pay all Notice and Administration Expenses;

(b) to pay the Taxes and Tax Expenses described in ¶¶ 2.8-2.13 hereof;

(c) to pay Escrow Fees;

(d) to pay Attorneys' Fees and Expenses to Class Counsel to the extent allowed by the District Court;

(e) after the Effective Date, to pay Service Awards to Plaintiffs to the extent allowed by the District Court; and

(f) after the Effective Date, to distribute the Net Settlement Fund to Settlement Class Members as allowed by the Judgment, the Settlement Agreement, and the Plan of Allocation and Distribution, as approved by the District Court.

6.9 Any Distribution of monies or funds to Settlement Class Members shall be in accordance with the Settlement Agreement, the Plan of Allocation and Distribution approved by the District Court, and the Judgment.

6.10 Defendant and Plaintiffs agree that the Net Settlement Fund shall be only for the benefit of the Settlement Class, which by definition does not include those who timely and properly opt out of the Settlement Class after receiving the Notice as contemplated under this Settlement Agreement.

6.11 Defendant, Plaintiffs, and Class Counsel shall provide reasonable cooperation to the Settlement Administrator in connection with the information reasonably needed by them to perform the activities contemplated under this Settlement Agreement, including the dissemination of the Notice and the implementation of the Plan of Allocation and Distribution.

6.12 This Settlement is not reversionary, and, if the Settlement becomes Final and Non-Appealable, no portion of the Settlement Fund will be returned to Defendant. Defendant's

Released Persons shall have no responsibility for, interest in, or liability whatsoever with respect to the Distribution of the Net Settlement Fund, the Plan of Allocation and Distribution, the determination, administration, or calculation of claims, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith.

6.13 Defendant's Released Persons shall have no responsibility for allocation or Distribution of the Settlement Amount, whether to the Settlement Class Members or to Class Counsel.

6.14 No person or entity shall have any claim against any Released Persons or the Settlement Administrator based on Distributions made in accordance with the Settlement Agreement and the Settlement contained herein, the Court-approved Plan of Allocation and Distribution, the Judgment, or further order(s) of the District Court. This does not include any claim by any Party for breach of this Settlement Agreement or to enforce the terms of this Settlement Agreement, the Stipulated Undertaking, or the Side Agreement.

7. Class Counsel's Attorneys' Fees and Expenses and Plaintiffs' Service Awards

7.1 Class Counsel will submit an application or applications for: (a) an award of attorneys' fees not to exceed one third of the Settlement Fund; plus (b) out-of-pocket costs and expenses in connection with prosecuting the Action; plus (c) any interest on such Attorneys' Fees and Expenses at the same rate and for the same periods as earned by the Settlement Fund (until paid) as may be awarded by the District Court (the "Fee and Expense Award"). Plaintiffs agree to move for an award of attorneys' fees and an award of fees, costs, and expenses at least 14 days before the objection deadline, or as otherwise ordered by the District Court. If awarded, any Fee and Expense Award will be paid from the Settlement Fund to Class Counsel within 50 days following the District Court's entry of a Judgment approving the Settlement and Fee and Expense

Award, subject to the terms of the separate Stipulated Undertaking entered into by Class Counsel and Defendant and filed with the District Court, in the form attached hereto as Exhibit G, notwithstanding the existence of timely filed objections, or potential appeal therefrom, or any other circumstance jeopardizing the finality of the District Court's Judgment. Class Counsel, in their sole discretion, shall allocate and distribute the Fee and Expense Award among Plaintiffs' counsel of record.

7.2 Plaintiffs may request Service Awards in connection with their representation of the Settlement Class in the amount of $5,000 to each Plaintiff. If awarded, any Service Award will be paid from the Settlement Fund.

7.3 In the event that the Effective Date does not occur, or the Judgment or the order granting the Fee and Expense Award is reversed or modified, or the Settlement Agreement is canceled or terminated for any other reason, and such reversal, modification, cancellation or termination becomes Final and Non-Appealable, and in the event that the Fee and Expense Award has been paid to any extent, then Class Counsel who received any payment of the Fee and Expense Award shall be obligated, within 30 days from receiving notice from Defendant's Counsel or from a court of appropriate jurisdiction, to refund to the Settlement Fund such fees and expenses previously paid to them from the Settlement Fund plus interest actually accrued, in an amount consistent with such reversal or modification. Each such Class Counsel's law firm receiving fees and expenses, as a condition of receiving the Fee and Expense Award, on behalf of itself and each equity partner and/or shareholder of it, agrees that the law firm and its equity partners and/or shareholders are subject to the jurisdiction of the District Court for the purpose of enforcing this provision, and are each jointly and severally liable and responsible for any required repayment.

7.4 Any Fee and Expense Award and/or Service Awards awarded by the District Court shall be paid solely from the Settlement Fund. Defendant's Released Persons shall have no responsibility for any payment of Service Awards to Plaintiffs and/or Attorneys' Fees and Expenses to Class Counsel, other than indirectly through Defendant's payment of the Settlement Amount, as provided for in this Settlement Agreement.

8. Failure to Obtain Approval of Settlement or Termination of Settlement

8.1 If the District Court enters an order denying approval of the Settlement with an opportunity to resubmit, the Parties will meet and confer in good faith to try to resolve any issues raised by the District Court through an amended settlement agreement, although neither Party shall have any obligation to agree to any material modifications to this Settlement Agreement.

8.2 This Settlement Agreement will automatically terminate if the District Court enters an order denying approval of the Settlement, in whole or in part, including if the District Court declines to approve the class definition herein, without an opportunity to resubmit or if any appellate court denies approval of the Settlement and such order becomes Final and Non-Appealable.

8.3 Defendant has the right and option, in its sole discretion, to withdraw from and terminate the Settlement in the event that Settlement Class Members who opt out from the Settlement on or before the Opt-Out Deadline satisfy a certain set of criteria that the Parties have agreed upon, the terms of which are set forth in a separate, confidential Side Agreement ("Triggering Criteria"), which can be provided *in camera* to the District Court upon request. If the Triggering Criteria are met, as soon as practicable but not later than 60 days after the Opt-Out Deadline, Defendant must decide whether it preliminarily intends to terminate the Settlement pursuant to this paragraph. If Defendant makes such preliminary determination to terminate the

Settlement, it will notify Class Counsel by email thereof, and Class Counsel will have 60 days from the date they receive Defendant's notice of preliminary determination to terminate the Settlement to communicate with any opt-outs to attempt to have such Settlement Class Members withdraw their opt-outs and remain in the Settlement Class. Defendant agrees to cooperate in good faith to encourage opt-outs to revoke their opt-out request and remain in the Settlement Class. If any Settlement Class Member withdraws his or her opt-out request, any Claim Form submitted by such Settlement Class Member will be deemed to be timely filed. If the Triggering Criteria continue to be met after 60 days from the date Class Counsel receives Defendant's notice of preliminary determination to terminate the Settlement, the settlement agreement will automatically terminate absent Kroger revoking its notice of intention to terminate prior to the end of the 60-day period following the date Class Counsel receives Defendant's notice of preliminary determination to terminate the Settlement. In the event that Defendant terminates the Settlement pursuant to this paragraph, (a) Class Counsel shall direct the Escrow Agent to return to Defendant, not later than 30 days after such termination, the balance in the Settlement Fund, including interest accrued thereon and the amounts returned to the Settlement Fund pursuant to ¶ 7.3, but less Taxes, Tax Expenses, and Escrow Fees, and any Notice and Administration Expenses actually paid or incurred, and (b) the Settling Parties shall be returned to the *status quo* that existed in the Action immediately prior to May 23, 2025, when the Sixth Circuit first held the case in abeyance so that the Parties could engage in settlement discussions.

8.4 If this Settlement Agreement is terminated pursuant to the terms hereof, or fails to become effective for any reason, then: (a) all orders of the District Court preliminarily or otherwise approving the Settlement and/or preliminarily or otherwise certifying the Settlement Class shall be vacated; (b) the Settling Parties shall be returned to the *status quo* that existed in the Action

immediately prior to May 23, 2025, when the Sixth Circuit first held the case in abeyance so that the Parties could engage in settlement discussions; and (c) the Settling Parties shall retain all of their respective rights and defenses as of immediately prior to May 23, 2025. The Settling Parties shall then proceed in all respects as if this Settlement Agreement and any related orders had not been executed and/or entered.

9. Objections to the Settlement and Requests for Exclusion

9.1 The Notice shall require that any objection to (i) the Settlement, or any part of this Settlement Agreement, including Class Counsel's request for Attorneys' Fees and Expenses and/or Plaintiffs' request for Service Awards, and/or (ii) to the Court-approved Plan of Allocation and Distribution, be in writing and comply with all the requirements set forth herein and by the District Court in the Preliminary Approval Order and Notice.

9.2 The Notice shall require that any Settlement Class Member who elects to object to this Settlement Agreement (including any part thereof) or to the motion for Attorneys' Fees and Expenses or Service Awards shall do so in writing, signed in ink by the member of the Settlement Class who is objecting, and sent via first-class U.S. mail to, or filed with, the District Court a prescribed number of days before the Fairness Hearing as provided for in the Preliminary Approval Order with a copy also sent to Class Counsel.

9.3 The written objection shall provide the following information: (a) the objector's name, address, and any attorney representing the objector; (b) the legal or factual basis for the objection; (c) documentation sufficient to prove the objector's membership in the Settlement Class (such as evidence of relevant prescription purchases or payments); (d) a list of any witnesses, exhibits, or legal authority that the objector intends to offer; (e) whether the objector intends to appear, either in person or through counsel, at the Fairness Hearing; (f) whether the objection applies only to the objector, to a subset of the Settlement Class, or to the Settlement Class as a

whole; and (g) a list of all class action settlements to which the objector and/or their counsel have previously objected. Any potential Settlement Class Member who fails to timely file and serve such written statement and provide the required information will not be permitted to present any objections at the Fairness Hearing and such failure will render any such attempted objection untimely and of no effect, unless otherwise ordered by the District Court. All presentations of objections will be further limited by the information listed. A potential Settlement Class Member's mere compliance with the foregoing requirements does not in any way guarantee a potential Settlement Class Member the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of objections at the Fairness Hearing, will be in the sole discretion of the District Court.

9.4 A Settlement Class Member may request to be excluded from the Settlement Class by sending a timely written request postmarked on or before the Opt-Out Deadline specified in the Notice. To exercise the right to be excluded, a member of the Settlement Class must timely send a letter via first-class U.S. mail with postage prepaid or overnight delivery to the address specified in the Notice and include the following: (1) the individual's full name, current mailing address, telephone number, and social security number; (2) a statement that the individual purchased and paid for one or more prescription drugs from Kroger using insurance during the Settlement Class Period; (3) a statement that the individual wishes to be excluded from the Settlement Class (e.g., "I request that I be excluded from the *Kirkbride et al. v. The Kroger Co.* settlement."); and (4) the individual's signature. A request for exclusion that does not include all of the foregoing information, that does not contain the proper signature, that is sent to an address other than the one designated in the Notice, or that is not sent within the time specified shall be invalid and the

individual filing such an invalid request shall be a Settlement Class Member and shall be bound by the Settlement, if approved.

9.5 Settlement Class Members shall not be permitted to exclude other Settlement Class Members. Moreover, group or class-wide exclusions shall not be permitted. A request for exclusion must be submitted by each Settlement Class Member on an individual basis, and any request for exclusion by a purported authorized agent or representative of a Settlement Class Member must include proof of the representative's legal authority and authorization to act and request exclusion on behalf of each Settlement Class Member they seek to opt out.

10. Miscellaneous

10.1 While denying liability, Defendant agrees that the Action is being settled voluntarily by Defendant after consultation with competent legal counsel.

10.2 The Settling Parties agree to settle the Released Claims and to execute this Settlement Agreement solely to compromise and settle protracted, complicated, and expensive litigation. The Settling Parties agree that nothing in this Settlement Agreement or the Side Agreement, or the negotiations thereof and the actions taken in compliance thereof, including payment of the Settlement Amount, (i) shall be construed as, deemed to be evidence of, or constitute an admission or concession by any of the Settling Parties as to the merits, or lack of merits, of any allegation or defense asserted in this Action, and (ii) shall be offered or received in evidence in any action or proceeding by or against any Settling Party in any court, administrative agency or other tribunal for any purpose whatsoever, other than to enforce the provisions of the Settlement and this Settlement Agreement, the Stipulated Undertaking, the Side Agreement, or the provisions of any related order, judgment, or release.

10.3 Except as otherwise stated in this Settlement Agreement, Plaintiffs and Defendant shall use their best efforts to cause this Settlement Agreement to be approved and consummated.

Except as otherwise stated in this Settlement Agreement, Plaintiffs, Defendant, and Class Counsel shall also promptly take such actions as may be reasonably required to obtain final approval by the District Court of this Settlement Agreement and to carry out the terms of this Settlement Agreement.

10.4 The District Court shall retain jurisdiction and its traditional equitable powers over the Action as those powers pertain to this Settlement Agreement to resolve any disputes or controversies regarding the enforcement of the Settlement Agreement until the monies and funds in the Escrow Account are fully and finally distributed.

10.5 The Parties agree to mediate any dispute or claim arising out of or relating to the enforcement of the Settlement Agreement with Miles N. Ruthberg of Phillips ADR. In the event the Parties are unable to resolve any such dispute or claim through mediation, any Party may seek relief from the District Court.

10.6 This Settlement Agreement and the Side Agreement constitutes the entire agreement among the Settling Parties related to the Settlement and supersedes all prior agreements, understandings, discussions, negotiations, communications, representations, warranties, or inducements concerning this Settlement Agreement and the Side Agreement, and no Settling Party has relied on any agreements, understandings, discussions, negotiations, communications, representations, warranties, or inducements concerning this Settlement Agreement or the Side Agreement other than those contained and memorialized in this Settlement Agreement and the Side Agreement. The exhibits to this Settlement Agreement are:

Exhibit A [Proposed] Plan of Allocation and Distribution;

Exhibit B [Proposed] Class Settlement Preliminary Approval Order;

Exhibit C1 [Proposed] Short-Form Notice of Settlement;

Exhibit C2 [Proposed] Direct Email Notice of Settlement

Exhibit D [Proposed] Long-Form Notice of Settlement;

Exhibit E [Proposed] Claim Form;

Exhibit F [Proposed] Form of Judgment; and

Exhibit G Stipulated Undertaking.

10.7 To the extent there is a conflict between the provisions of this Settlement Agreement, the Preliminary Approval Order, the Judgment, and/or the Court-approved Plan of Allocation and Distribution, each such document shall have controlling effect in the following rank order: (i) the Judgment; (ii) the Preliminary Approval Order; (iii) this Settlement Agreement; and (iv) the approved Plan of Allocation and Distribution.

10.8 This Settlement Agreement may be executed in one or more counterparts, and may be exchanged by mail, facsimile, or electronic mail, which shall be as effective as original signatures. All executed counterparts taken together shall be deemed to be one and the same instrument. If executed in counterparts, the Settlement Agreement shall not be binding until all Parties have signed and delivered a counterpart of this Settlement Agreement by mail, facsimile, or electronic mail. Counsel for the Settling Parties shall exchange among themselves signed counterparts, and a complete, assembled Settlement Agreement with all executed counterparts shall be filed with the District Court.

10.9 The Parties and their respective counsel have mutually contributed to the preparation of this Settlement Agreement. Accordingly, no provision of this Settlement Agreement shall be construed against any Party on the grounds that one of the Parties or its counsel drafted the provision. Except as otherwise provided herein, each Party shall bear its own attorneys' fees and other litigation expenses and costs.

10.10 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

10.11 Each of the undersigned represents that he or she is fully authorized to execute this Settlement Agreement on behalf of the Party for which he or she signs. Class Counsel has reviewed this Settlement Agreement and the Side Agreement with Plaintiffs and is authorized to sign this Settlement Agreement, the Stipulated Undertaking, and the Side Agreement on behalf of Plaintiffs and putative Settlement Class Members.

10.12 This Settlement Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Ohio, and the rights and obligations of the Parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Ohio without giving effect to that State's choice-of-law principles.

10.13 If the provisions of this Settlement Agreement (or any portion thereof) are held unenforceable in any jurisdiction, then such provisions shall be severable, and the Settling Parties agree that the enforceability of the remaining provisions of this Settlement Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

10.14 The Parties agree that they will not at any time make, publish, or communicate to any person or entity, including in any public forum, any defamatory or disparaging remarks, comments, or statements concerning each other or any of each others' agents, employees, officers, or other associated third parties, that are related to this Action or the underlying facts alleged in this Action.

10.15 The Parties agree to jointly request that the Sixth Circuit continue to hold in abeyance Kroger's petition to appeal the District Court's grant of class certification pending final approval of the Settlement. Kroger agrees to dismiss with prejudice its petition to appeal after the District Court's entry of a Final and Non-Appealable order granting approval of the Settlement.

10.16 Except as stated in ¶ 10.5, the exclusive forum for any dispute arising under or related to this Settlement Agreement, or to enforce the terms of this Settlement Agreement, shall be the United States District Court for the Southern District of Ohio.

10.17 No delay or omission by any Settling Party in exercising any rights under this Settlement Agreement will operate as a waiver of that or any other right. A waiver or consent given by a Settling Party on any one occasion is effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion, unless otherwise agreed in writing.

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JUDY KIRKBRIDE

Judy Kirkbride (Mar 10, 2026 18:35:08 EDT)

DATED: Mar 10, 2026, 2026

BEETA LEWIS

Beeta Lewis (Mar 11, 2026 09:16:00 MDT)

DATED: Mar 11, 2026, 2026

DATED: Mar 10, 2026, 2026

Joseph Marchese (Mar 10, 2026 17:56:20 EDT)

Joseph I. Marchese (*pro hac vice*)
BURSOR & FISHER, P.A.
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New York, NY 10019
Telephone: (646) 837-7150
Facsimile: (212) 989-9163
E-Mail: jmarchese@bursor.com

Counsel for Plaintiffs and Proposed Class Counsel

DATED: Mar 10, 2026, 2026

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ARISOHN LLC
94 Blakeslee Rd.
Litchfield, CT 06759
Telephone: (917) 656-0569
Email: josh@arisohnllc.com,
on behalf of Arisohn LLC and its shareholders and/or equity partners

Counsel for Plaintiffs and Proposed Class Counsel

DATED: Mar 10, 2026, 2026

Joel Smith

Joel D. Smith (*pro hac vice*)
SMITH KRIVOSHEY, PC
867 Boylston Street
5th Floor #1520
Boston, MA 02116
Telephone: (415) 202-6109
E-mail: joel@skclassactions.com,
on behalf of Smith Krivoshey, P.C. and its shareholders and/or equity partners

Counsel for Plaintiffs and Proposed Class Counsel

THE KROGER CO.

By: Antonio L. Matthews

Its: Senior Counsel - Litigation

DATED: March12, 2026

EXHIBIT A

[PROPOSED] PLAN OF ALLOCATION AND DISTRIBUTION

1. This Plan of Allocation and Distribution ("Plan of Allocation") will govern distributions from the Net Settlement Fund[1] created by the March 12, 2026 Class Action Settlement Agreement ("Settlement Agreement") between named Plaintiffs, Class Counsel, and The Kroger Co. ("Kroger").

2. The objective of the Plan of Allocation is to equitably distribute the entirety of the Net Settlement Fund to Settlement Class Members who suffered economic losses as a result of Kroger's alleged practices regarding reporting usual and customary ("U&C") prices as asserted in named Plaintiffs' Amended Complaint. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial. The calculations under the Plan of Allocation are only a method for making *pro rata* allocations of the Net Settlement Fund between Authorized Claimants.[2]

3. To receive a Distribution under this Plan of Allocation, individuals must be a member of the Settlement Class and must submit a timely and valid Claim Form. Individuals who opt out are not Settlement Class Members and shall not receive any distributions pursuant to this Plan of Allocation.

4. The timeliness and validity of all claims submitted by Settlement Class Members shall be determined by the Settlement Administrator, subject to review by Class Counsel. All determinations under this Plan of Allocation shall be made by the Settlement Administrator, subject to review by Class Counsel.

---

[1] Unless otherwise defined herein, capitalized terms shall be those defined in the Settlement Agreement.

[2] "Authorized Claimant" means any person that is a Settlement Class Member and submits a valid claim pursuant to the requirements set forth in the Settlement Agreement, this Plan of Allocation, and other exhibits to the Settlement Agreement.

5. "Known Claimants" means those Settlement Class Members who are individuals that either (i) receive direct notice of the Settlement from the Settlement Administrator and submit a Claim Form, or (ii) do not receive direct notice of the Settlement from the Settlement Administrator, but submit a Claim Form and are on a list Kroger provides to the Settlement Administrator of individuals who are known to have purchased one or more prescription drugs from Kroger during the Settlement Class Period where insurance benefits were used in filling the prescription(s).

6. "Unknown Claimants" means those Settlement Class Members who are individuals that (i) do not receive direct notice of the Settlement from the Settlement Administrator and submit a Claim Form, and (ii) submit a Claim Form but are not on a list Kroger provides to the Settlement Administrator of individuals who are known to have purchased one or more prescription drugs from Kroger during the Settlement Class Period where insurance benefits were used in filling the prescription(s). Settlement Class Members that submit Claim Forms and are determined by the Settlement Administrator to be an Unknown Claimant will be contacted to provide Claim Documentation, as provided below.

7. Recognized Claim: An Authorized Claimant's "Recognized Claim" shall be calculated based on the estimated or actual total dollars spent by the Settlement Class Member to purchase or pay for some or all of the purchase price of one or more prescription drugs from Kroger[3] during the Settlement Class Period, where prescription insurance benefits were used in filling the prescription(s). Known and Unknown Claimants may identify the total dollars spent by them out of pocket, during the Settlement Class Period, toward the purchase of any prescription

[3] "Kroger" is defined to include The Kroger Co. and any pharmacies owned and/or operated by The Kroger Co. or any of its affiliates. Companies other than Kroger that meet this definition are listed in the attached Exhibit A.

drug(s) from Kroger where prescription insurance benefits were used in filling the prescription(s) in the following estimate categories: (a) $1-$500; (b) $501-$1,000; (c) $1,001-$4,000; (d) $4,001-$7,999; and (e) $8,000 and over. Known and Unknown Claimants' individual estimated claims will be valued for purposes of determining their Recognized Claim as follows: claims estimated at $1-$500 will be valued at $500; claims estimated at $501-$1,000 will be valued at $1,000; claims estimated at $1,001-$4,000 will be valued at $4,000; and claims estimated at $4,001-$7,999 will be valued at $7,999, provided that Unknown Claimants must submit Claim Documentation, described in ¶ 9 below, sufficient to support that the Unknown Claimant paid at least the minimum amount for the claimed estimate category. Known Claimants who submit claims for $8,000 or more must also submit Claim Documentation, described in ¶ 9 below. Known and Unknown Claimants claims submitted for $8,000 or more will be valued at the amount demonstrated by that Settlement Class Member's Claim Documentation, described in ¶ 9 below.

8. Documentation Requirement: Known Claimants are required to provide the following information: 1) Contact information: the Settlement Class Member's name and contact information, including a physical address and working telephone number; 2) an attestation of the Settlement Class Member's estimated payments during the Settlement Class Period; and 3) if the Known Claimant elects payment to be made electronically as opposed to by check, payment information necessary to complete the payment via the Settlement Class Member's payment method of choice (either Zelle, PayPal, Venmo, or other direct deposit via ACH transfer). (1) Known Claimants submitting claims for $8,000 or more, and (2) Unknown Claimants submitting claims in any amount are required to provide the same information required for Known Claimants, and also Claim Documentation, as defined in ¶ 9 below. In addition, claims below the $8,000 threshold may be determined by the Settlement Administrator to require Claim Documentation, as defined in ¶ 9 below, where the Settlement Administrator reasonably disputes a material fact

concerning the Claim Form. Absent acceptable Claim Documentation (where required), the Settlement Administrator may, in consultation with Class Counsel, deny all or part of a claim.

9. "Claim Documentation" means itemized receipts, cancelled checks, bank statements, credit card statements, invoices, insurance records, or other business or transaction records documenting the Known Claimant's (where applicable) or Unknown Claimant's payment for some or all of the purchase price of one or more prescription drugs from Kroger, where prescription insurance benefits were used in filling the prescription(s) during the Settlement Class Period.

10. Determination of Distribution Amount: The Net Settlement Fund shall be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a "Distribution Amount" shall be, for each Authorized Claimant, each Authorized Claimant's Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

11. Distributions shall be paid via Zelle, PayPal, Venmo, or other direct deposit via ACH, or by check, as selected by the Authorized Claimant when submitting a claim. Authorized Claimants choosing to be paid by check shall be provided 180 days from issuance to cash the check. The initial Distribution will be completed no later than 120 days after the Effective Date. To the extent any monies remain in the Net Settlement Fund after the initial Distribution from the Net Settlement Fund, the Settlement Administrator will confer with Class Counsel to determine if a second distribution (and if applicable, a third distribution) would be feasible and, if feasible, the Settlement Administrator, no less than seven months after the initial Distribution, will, consistent with the terms of Paragraph 10, above, conduct a re-distribution of the funds remaining in the Net Settlement Fund, after payment of any unpaid Notice and Administration Expenses, to Authorized Claimants who have received initial Distributions. Any remaining unclaimed amount deemed by

the Parties to be *de minimis* after the Distributions shall be distributed to one or more to-be-determined *cy pres* recipients, to be agreed upon by the Parties and subject to separate approval by the Court.

12. The Plan of Allocation is the plan that is being proposed by named Plaintiffs to the Court for its approval. The Court may approve this Plan of Allocation as proposed or it may amend or modify the Plan of Allocation without further notice to the Settlement Class. Any orders regarding any amendment or modification of the Plan of Allocation will be posted on the Settlement Website.

Exhibit A

1) Kroger owns or operates:

- Baker's
- City Market
- Dillons
- Food 4 Less
- Foods Co
- Fred Meyer
- Fry's
- Gerbes
- Jay C Food Store
- King Soopers
- Kroger
- Mariano's
- Metro Market
- Pay-Less Super Markets
- Pick'n Save
- QFC
- Ralphs
- Ruler
- Smith's Food and Drug

2) Purchases of prescription drugs made at these entities during the Settlement Class Period are included as purchases of prescription drugs made at Kroger for purposes of this Plan of Allocation.

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

JUDY KIRKBRIDE and BEETA LEWIS, individually and on behalf of all others similarly situated,	)	Case No. 2:21-cv-00022-ALM-EPD
	)	Chief Judge Algenon L. Marbley
	)	Magistrate Judge Elizabeth Deavers
Plaintiffs,	)	
vs.	)	
THE KROGER CO.,	)	
Defendant.	)	

[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT, PRELIMINARILY CERTIFYING SETTLEMENT CLASS, PRELIMINARILY APPOINTING CLASS REPRESENTATIVES, PRELIMINARILY APPOINTING CLASS COUNSEL, APPOINTING SETTLEMENT ADMINISTRATOR AND ESCROW AGENT, APPROVING NOTICE PLAN, PRELIMINARILY APPROVING THE PLAN OF ALLOCATION AND DISTRIBUTION, AND SCHEDULING A FAIRNESS HEARING

WHEREAS, the Court has considered the Class Action Settlement Agreement between Plaintiffs, Class Counsel, and Kroger, including the exhibits, dated March 12, 2026 ("Settlement Agreement")[1], which sets forth the terms and conditions for a proposed Settlement[2] of the Action, *Kirkbride et al. v. The Kroger Co.*, No. 2:21-cv-00022 (S.D. Ohio), and the termination and dismissal with prejudice of all causes of action against Defendant in the Action;

WHEREAS, the Court has considered Plaintiffs' Unopposed Motion for Preliminary Approval, requesting an Order: (1) Granting Preliminary Approval of the Settlement Agreement;

[1] The Settlement Agreement is attached as Exhibit 1 to the Declaration of Joseph I. Marchese in Support of Plaintiffs' Unopposed Motion for Preliminary Approval ("Marchese Declaration").

[2] Unless otherwise defined, capitalized terms shall be those defined in the Settlement Agreement.

(2) Preliminarily Certifying a Settlement Class; (3) Preliminarily Appointing Class Representatives; (4) Preliminarily Appointing Class Counsel; (5) Appointing a Settlement Administrator and Escrow Agent; (6) Approving the Form and Manner of Notice to the Settlement Class; (7) Preliminarily Approving the Plan of Allocation and Distribution; and (8) Scheduling a Fairness Hearing, the memorandum of law and exhibits filed in support thereof, and all other papers submitted in connection with the Settlement Agreement and the motion for preliminary approval;

WHEREAS, the Court held a hearing on _____, 2026, at which the Court heard argument on whether the Settlement Agreement should be preliminarily approved;

This matter coming before the Court upon the agreement of the parties, good cause being shown, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED AND DECREED as follows:

1. The Court preliminarily approves the Settlement Agreement. The Court has considered and determined that the Settlement Agreement preliminarily satisfies the class action settlement requirements of Rule 23 of the Federal Rules of Civil Procedure and is "a 'fair, reasonable, and adequate' disposition of the case" in order to "preliminarily approve[] the agreement." *Thomas v. Mitsubishi Elec. Auto. Am., Inc.*, No. 1:24-cv-422, 2025 U.S. Dist. LEXIS 206121, at *13 (S.D. Ohio Oct. 20, 2025). Based on its consideration, the Court also preliminarily approves the Settlement Agreement for class action settlement purposes, including specifically the Plan of Allocation and Distribution attached as Exhibit A to the Settlement Agreement, as within the range of a fair, reasonable, and adequate settlement within the meaning of Rule 23 and applicable law, and consistent with due process. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action and provides

substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement: (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the Settlement and the Fairness Hearing to be disseminated to the Settlement Class; and (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715.

2. The Court has subject matter and personal jurisdiction over Plaintiffs, all members of the Settlement Class preliminarily certified below, and Defendant.

Preliminary Certification of the Settlement Class

3. Pursuant to Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and based on the record before the Court, the Court preliminarily certifies, for the purposes of settlement only, the following Settlement Class as defined in the Settlement Agreement:

> All individuals in the United States and its territories who, at any point in time during the Settlement Class Period, paid in whole or in part for one or more prescription drugs from Kroger using their insurance.

Notwithstanding the above, the following individuals are excluded from the Settlement Class:

> (1) any Judge presiding over any portion of this Action, including appeals, and immediate members of the Judges' families, and any members of the Judges' respective staffs (but not members of the immediate families of judicial staff); (2) officers and directors of Kroger, its subsidiaries, parent companies, successors, predecessors, affiliates, and any entity in which Kroger has a controlling interest; (3) individuals who timely and validly request exclusion from the Settlement Class; (4) the legal representatives, successors, or assigns of any such excluded individuals; and (5) all individuals that have sued (other than through this Action), filed an arbitration demand, or participated in a settlement in a suit against Kroger relating to its determination of usual and customary prices in connection with the Savings Club (this exclusion from the Settlement Class does not apply to individuals that have voluntarily dismissed their claims without prejudice in any suit or arbitration).

4. The Court preliminarily finds that the requirements of Rules 23(a), 23(b)(3), and 23(g) of the Federal Rules of Civil Procedure are satisfied for settlement purposes as follows:

(a) Pursuant to Rule 23(a)(1) of the Federal Rules of Civil Procedure, the Court preliminarily determines that the Settlement Class Members are so numerous that their joinder before the Court would be impracticable;

(b) Pursuant to Rule 23(a)(2) of the Federal Rules of Civil Procedure, the Court preliminarily determines that there are one or more questions of fact or law common to the Settlement Class;

(c) Pursuant to Rule 23(a)(3) of the Federal Rules of Civil Procedure, the Court preliminarily determines that Plaintiffs' claims are typical of the claims of the Settlement Class;

(d) Pursuant to Rule 23(a)(4) of the Federal Rules of Civil Procedure, the Court preliminarily determines that Plaintiffs and Class Counsel fairly and adequately protected the interests of the Settlement Class for purposes of litigating this matter and entering into and implementing the Settlement Agreement;

(e) Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, the Court preliminarily determines that common questions of law and fact predominate over individual questions affecting Settlement Class Members; and

(f) Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, the Court preliminarily determines that a class action is superior to other available methods for the fair and efficient adjudication of this Action.

5. The Court preliminarily appoints Judy Kirkbride and Beeta Lewis as representatives of the Settlement Class and finds and preliminarily concludes that Judy Kirkbride

and Beeta Lewis will fairly and adequately represent and protect the interests of the Settlement Class.

6. For purposes of settlement only, the Court preliminarily appoints the law firms of Bursor & Fisher, P.A., Arisohn LLC, and Smith Krivoshey, PC to serve as Class Counsel, preliminarily finding and concluding that they meet the requirements to be Class Counsel pursuant to Rule 23(g) and are competent and capable of exercising the responsibilities of Class Counsel.

7. In the event the Settlement Agreement is terminated pursuant to the terms thereof, or fails to become effective for any reason, then: (a) all orders of the Court preliminarily or otherwise approving the Settlement and/or preliminarily or otherwise certifying the Settlement Class shall be vacated; (b) the Settling Parties shall be returned to the *status quo* that existed in the Action immediately prior to May 23, 2025, when the Sixth Circuit first held the case in abeyance so that the Parties could engage in settlement discussions; and (c) the Settling Parties shall retain all of their respective rights and defenses as of immediately prior to May 23, 2025, when the Sixth Circuit first held the case in abeyance so that the Parties could engage in settlement discussions. The Settling Parties shall then proceed in all respects as if the Settlement Agreement and any related orders had not been executed and/or entered.

Notice and Administration

8. The Court appoints Angeion Group as the Settlement Administrator to effectuate and administer the Notice Plan delineated in the Declaration of Eric Schachter[3] and the exclusion process for opt-outs, and to effectuate and administer the claims process for members of the Settlement Class.

[3] *See* Declaration of Eric Schachter in Support of Settlement Notice Plan ("Schachter Declaration").

9. The Settlement Administrator shall (a) administer the issuance of Notice to the Settlement Class in accordance with the terms of this Order and any other orders of the Court; (b) review each Claim Form and determine, under the supervision of Class Counsel, in accordance with this Settlement Agreement and any applicable orders of the Court, the validity of each claim; (c) calculate the Recognized Claim amounts (defined in the Plan of Allocation and Distribution) of Authorized Claimants (defined in the Plan of Allocation and Distribution) that shall be allowed; (d) administer the Distribution of the Net Settlement Fund to Authorized Claimants; and (e) otherwise provide such claims administration services as are customary in settlements of this type, subject to such supervision of Class Counsel and (as appropriate or as circumstances may require) the Court.

10. Within fourteen (14) days from the entry of this Order, the Settlement Administrator shall post on the Settlement Website the Settlement Agreement, Notice, Claim Form, and other pertinent documents and Court filings pertaining to the Settlement (including the motion for attorneys' fees, expenses, and service awards, upon its filing).

11. The Settlement Administrator shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Defendant requests.

12. The Court appoints Angeion Group to serve as Escrow Agent.

13. The Court determines that Notice should be provided to members of the Settlement Class with opt-out rights afforded to them as to their participation in the Settlement Class.

14. The Court approves, as to form, content, and distribution, the Notice set forth in the Settlement Agreement and the Notice Plan set forth in the Schachter Declaration, including the Claim Form attached to the Settlement Agreement as Exhibit E and all forms of Notice to the Settlement Class as set forth in Exhibits C1, C2, and D to the Settlement Agreement, and finds that

such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, apprise members of the Settlement Class of the pendency of this Action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement and Schachter Declaration is necessary in this Action. The Parties, by agreement, may revise the Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

15. The Settlement Administrator is directed to implement notice in accordance with the Settlement Agreement and Notice Plan. The Settlement Administrator shall also maintain the Settlement Website to provide full information about the Settlement and allow for the filing of claims online. The Settlement Administrator is further directed to establish a post office box, and toll-free telephone line for providing notice and information to members of the Settlement Class and receiving opt-out requests and other filings or communications from members of the Settlement Class. All Notice and Administration Expenses shall be paid as set forth in the Settlement Agreement.

16. Within 60 days following the Court's entry of this Preliminary Approval Order, ("Notice Deadline") the Settlement Administrator shall complete publication and dissemination of notice to members of the Settlement Class that are described in the Notice Plan using the summary

notice, email notice, and long-form notice contained in Exhibits C1, C2, and D attached to the Settlement Agreement.

Submission of Claims and Requests for Exclusion from Class

17. Members of the Settlement Class who wish to receive benefits under the Settlement Agreement must complete and submit a timely and valid Claim Form(s) in accordance with the instructions contained therein. All Claim Forms must be postmarked or submitted electronically no later than 180 days after the Court's entry of this Preliminary Approval Order (i.e. 120 days after the Notice Deadline (the "Settlement Claims Period" or "Claim Filing Deadline")).

18. Any member of the Settlement Class that does not wish to participate in the Settlement shall have until 120 days after the Court's entry of this Preliminary Approval Order (the "Opt-Out Deadline") – *i.e.*, 60 days after the Notice Deadline – to submit a request to become an opt-out and be excluded from the Settlement Class. Settlement Class Members shall not be permitted to exclude other Settlement Class Members. Moreover, group or class-wide exclusions shall not be permitted. A request for exclusion must be submitted by each Settlement Class Member on an individual basis, and any request for exclusion by a purported authorized agent or representative of a Settlement Class Member must include proof of the representative's legal authority and authorization to act and request exclusion on behalf of each Settlement Class Member for which the representative requests exclusion.

19. (a) A member of the Settlement Class may affect such an opt-out by sending a written request to the Settlement Administrator: *Kroger Savings Club Litigation Settlement* Settlement Administrator, EXCLUSIONS c/o Angeion Group, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, by (i) first-class U.S. mail with postage prepaid and postmarked no later than the Opt-Out Deadline, or (ii) overnight delivery shown as sent no later than the Opt-Out

Deadline. The written request must be signed by a person authorized to do so and must provide all of the following information: (1) the individual's full name, current mailing address, telephone number, and social security number; (2) a statement that the individual purchased and paid for one or more prescription drugs from Kroger using insurance during the Settlement Class Period; (3) a statement that the individual wishes to be excluded from the Settlement Class, and (4) the individual's signature.

(b) A request for exclusion that does not include all of the foregoing information, that does not contain the proper signature, that is sent to an address other than the one designated above, or that is not sent within the time specified shall be invalid; the individual filing such an invalid request shall be a Settlement Class Member and shall be bound by the Settlement, if the Settlement is approved.

20. Individuals who validly opt out of the Settlement Class relinquish all rights to benefits under the Settlement Agreement and will not release their claims.

Objections and Appearances

21. Any Settlement Class Member shall have until 120 days after the Court's entry of this Preliminary Approval Order (the "Class Objection Deadline") – *i.e.*, 60 days after the Notice Deadline – to submit an objection to (i) the Settlement Agreement, (ii) any request for Attorneys' Fees and Expenses, and/or (iii) any request for Service Awards (be an "Objector"), and to file any notice to appear.

22. Such an Objector must (i) file or send a written statement of objections by first-class U.S. mail and postmarked on or before the Class Objection Deadline to the Clerk of the United States District Court for the Southern District of Ohio, United States Courthouse, 85 Marconi Boulevard, Room 121, Columbus, OH 43215, and (ii) send a copy of the statement of

objections to the following designees of Class Counsel and Defendant's Counsel, by first-class U.S. mail and postmarked on or before the Class Objection Deadline:

Designees of Class Counsel:

Joseph I. Marchese (*pro hac vice*)
Andrew Obergfell (*pro hac vice*)
BURSOR & FISHER, P.A.
1330 Avenue of the Americas
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Telephone: (646) 837-7150
Facsimile: (212) 989-9163
E-Mail: jmarchese@bursor.com
aobergfell@bursor.com

Joshua D. Arisohn
ARISOHN LLC
94 Blakeslee Rd.
Litchfield, CT 06759
Telephone: (917) 656-0569
Email: josh@arisohnllc.com

Joel D. Smith (*pro hac vice*)
SMITH KRIVOSHEY, PC
867 Boylston Street
5th Floor #1520
Boston, MA 02116
Telephone: (415) 202-6109
E-mail: joel@skclassactions.com

Designee of Defendant's Counsel:

Selina Coleman
REED SMITH LLP
1301 K Street, N.W.
Suite 1000 – East Tower
Washington, D.C. 20005-3373

Michael Scott Leib
REED SMITH LLP
10 S. Wacker Dr. # 4000
Chicago, IL 60606
Telephone: (312) 207-1000
mleib@reedsmith.com

23. The Objector's written statement of objections shall provide the following information: (a) the objector's name, address, email address, and the identity of and contact information for any attorney representing the objector; (b) the legal or factual basis for the objection; (c) documentation sufficient to prove the objector's membership in the Settlement Class (such as evidence of relevant prescription purchases or payments); (d) a list of any witnesses, exhibits, or legal authority that the objector intends to offer; (e) whether the objector intends to appear, either in person or through counsel, at the Fairness Hearing; (f) whether the objection applies only to the objector, to a subset of the Settlement Class, or to the Settlement Class as a

whole; and (g) a list of all class action settlements to which the objector and/or their counsel have previously objected.

24. In addition, any Objector or counsel for an Objector that desires to appear at the Fairness Hearing must file with the Court on or before the Class Objection Deadline, and send to the designees of Class Counsel and Defendant's Counsel identified above, by first-class mail and postmarked on or before the Class Objection Deadline, a separate notice of intention to appear in *Kirkbride et al. v. The Kroger Co.*, No. 2:21-cv-00022 (S.D. Ohio) that identifies by name, position, address, email address, and telephone number each person who intends to appear at the Fairness Hearing on behalf of the Objector as well as the Objector's signature.

25. Members of the Settlement Class who fail to file and serve timely written objections in compliance with the requirements of this Order and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement or to any of the subjects listed above, i.e. (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the Attorneys' Fees and Expenses to Class Counsel; and (d) whether to approve the payment of the Service Awards.

Fairness Hearing

26. The Fairness Hearing shall be held before this Court on _____, at _____. [*suggested 201 days after entry of this Order*] Courtroom 1, Room 331 at the United States District Court for the Southern District of Ohio, Kinneary U.S. Courthouse, 85 Marconi Boulevard, Columbus, OH 43215 to: (1) determine whether to grant final approval of this

Settlement and direct its implementation pursuant to the terms and conditions of the Settlement Agreement; (2) confirm that the Notice Plan complies in all respects with the requirements of due process and Rule 23 by providing due, adequate, and sufficient notice to the Settlement Class; (3) determine whether this Settlement is fair, reasonable, and adequate; (4) finally approve the proposed Plan of Allocation and Distribution; (5) determine whether to finally appoint Class Counsel and approve the application for an award of Attorneys' Fees and Expenses; (6) determine whether to finally appoint Class Representatives and approve Plaintiffs' request for Service Awards in connection with their representation of the Settlement Class; (7) determine whether to direct that the Action be dismissed with prejudice; (8) determine whether to state pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and direct that the Judgment is a final, appealable order; and (9) determine whether to retain the Court's continuing and exclusive jurisdiction over the Parties for purposes of the administration, interpretation, implementation, and enforcement of the Settlement, and over the Settlement Class Members for all matters relating to the Action.

27. At the Fairness Hearing, the Court also will address any objections to the foregoing matters. The Court may continue or adjourn the Fairness Hearing without further notice to members of the Settlement Class. The Court may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class. The Court may decide to hold the Fairness Hearing by telephone or video conference without further notice to the Settlement Class. If the Court continues or adjourns the Fairness Hearing or orders that the Fairness Hearing be conducted telephonically or by video conference, that decision will be posted on the Settlement Website. Any Settlement Class Member (or his or

her counsel) who wishes to appear at the Fairness Hearing should consult the Court's docket and/or the Settlement Website for any change in date, time, or format of the hearing.

28. No later than 14 days before the Opt-Out Deadline and Class Objection Deadline, Class Counsel will file all motions and supporting papers seeking the Court's approval of Class Counsel's Fee and Expense Award and Service Awards ("Fee Brief") with respect to their representation of Plaintiffs that culminated in the Settlement Agreement.

29. Papers in support of final approval of the Settlement Agreement, and any supplementation to the Fee Brief shall be filed with the Court on or before _____. [*suggested date of 14 days before Fairness Hearing*]. Class Counsel will cause the above-referenced motions and supporting papers to be promptly posted on the Settlement Website.

30. Provided Defendant has not terminated the Settlement pursuant to the terms of the Settlement Agreement, the Parties may file papers responding to objections ("Response to Objections"), if any, on or before _____. [*suggested date of 14 days before Fairness Hearing*].

Further Matters

31. To the extent the Triggering Criteria referenced in ¶ 8.3 of the Settlement Agreement are met, Defendant shall have 60 days from the Opt-Out Deadline to notify Class Counsel whether or not Defendant decides to make a final decision to terminate the Settlement ("Termination Deadline").

32. Within 14 days after the Opt-Out Deadline and conclusion of the Class Objection Period, the Settlement Administrator shall prepare a declaration ("Settlement Administrator Declaration") and provide it to the designees of Class Counsel and Defendant's Counsel as listed

above. Class Counsel shall file the declaration with the Court in connection with its motion for final approval.

33. The Settlement Administrator's Declaration shall:

(a) Confirm that the Notice Plan was carried out and that Notice to members of the Settlement Class was provided in the manner directed by the Court, and provide information regarding the reach of the Notice;

(b) Identify the date on which content on the Settlement Website was made available to members of the Settlement Class and identify the dates on which Notice occurred;

(c) Confirm the date on which the Settlement Administrator established a toll-free telephone number for the Settlement and a postal mailing address;

(d) Confirm that the notice required by the Federal Class Action Fairness Act of 2005 (CAFA), 28 U.S.C. § 1715 was carried out, and the date on which CAFA notice was carried out;

(e) Identify the total number of Settlement Class Members that timely sought to be excluded from the Settlement Class, and the total number of any untimely requests for exclusion; and

(f) Confirm that Distribution of the Settlement will be carried out in accordance with the approved Plan of Allocation and Distribution and the Settlement Agreement.

34. The Settlement Administrator's expenses for the foregoing Notice and Administration activities, including those of any third-party vendors it uses to perform tasks necessary for the implementation or effectuation of its duties, shall be paid from the Settlement Fund. In no event shall Defendant's Released Persons have any obligation, responsibility, or liability with respect to the Settlement Administrator, the Notice Plan, or the Administration

procedures for members of the Settlement Class, including with respect to the costs, Notice and Administration Expenses, or any other charges for any notice and exclusion procedures, except indirectly through payment of the Settlement Amount or as specifically provided for in the Settlement Agreement.

35. All further proceedings in the Action are ordered stayed until Final Judgment or termination of the Settlement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement Agreement.

36. Members of the Settlement Class shall be bound by all determinations and judgments in the Action, whether favorable or unfavorable.

37. The Court retains jurisdiction to consider all further applications arising out of or connected to the proposed Settlement Agreement. The Court may approve the Settlement Agreement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.

38. As described above, the following deadlines are set:

Notice Deadline:		[60 days after entry of this Order]
Objection Deadline:		[120 days after entry of this Order]
Opt-Out Deadline:		[120 days after entry of this Order]
Claim Filing Deadline:		180 days after entry of this Order
Fee Brief Deadline:		[14 days before Objection Deadline / Opt-Out Deadline]
Termination Deadline:		60 days after Opt-Out Deadline
Final Approval Brief, Updated Fee Brief, and Responses to Objections Deadline:		[14 days prior to the Fairness Hearing]
Fairness Hearing		[Suggested 201 days after entry of this Order]

IT IS SO ORDERED.

DATED: _____

_____
THE HONORABLE ALGENON L. MARBLEY
UNITED STATES DISTRICT JUDGE

EXHIBIT C 1

QUESTIONS? CALL [PHONE NUMBER] OR VISIT [WEBSITE]

LEGAL NOTICE

If You Paid for One or More Prescription Drugs with Insurance At Kroger,[1] A Class Action Settlement Could Affect You

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

A proposed Settlement[2] has been reached in a class action lawsuit against Defendant The Kroger Co. ("Kroger") regarding Kroger's usual and customary ("U&C") pricing practices on behalf of individuals who paid for one or more prescription drugs using their insurance. The class action lawsuit, *Kirkbride et al. v. The Kroger Co.*, No. 2:21-cv-00022 (S.D. Ohio), relates to how Kroger determined its U&C prices in submitting claims for prescription reimbursement, including whether it should have considered its Savings Club prices in determining its U&C prices. Kroger denies any wrongdoing and maintains that it correctly reported its retail prices as its U&C prices. The Court has not decided who is right.

The Court has preliminarily approved the proposed Settlement. To resolve the claims, the proposed Settlement provides for $17,000,000 to be paid by Kroger ("Settlement Fund"). As discussed below, all Court-approved attorneys' fees and expenses, the costs of notice and administering the Settlement, service awards, and other Court-allowed costs will be deducted from this amount. The remaining amount (the "Net Settlement Fund") will be paid to members of the Settlement Class (defined below) who submit valid claims.

The Court has scheduled a Fairness Hearing to decide whether to approve the Settlement, the plan for allocating the Net Settlement Fund among claimants, Class Counsel's request for attorneys' fees and payment of litigation expenses out of the Settlement Fund, and the named Plaintiffs' request for payment of services awards. The Fairness Hearing is scheduled for **MONTH DAY**, 2026, at ___ EST, before Judge Algenon L. Marbley of the U.S. District Court for the Southern District of Ohio at the United States Courthouse, 85 Marconi Boulevard, Columbus, OH 43215. The time and date of the Fairness Hearing may change. For up-to-date information on the Fairness Hearing, check [website].

Who Is Included?

The Settlement Class is defined as follows:

- All individuals in the United States and its territories who, at any point in time during the Settlement Class Period, paid in whole or in part for one or more prescription drugs from Kroger using their insurance.

[1] Kroger includes The Kroger Co. and all pharmacies owned and/or operated by The Kroger Co. or any of its affiliates. A list of all companies whose pharmacies are owned and/or operated by Kroger is set forth in Exhibit A of the Plan of Allocation and Distribution, which is available at [website].

[2] Unless otherwise defined, capitalized terms shall be those defined in the Class Action Settlement Agreement and Plan of Allocation and Distribution, both of which can be found at [website].

- The following individuals are excluded from the Settlement Class: (1) any Judge presiding over any portion of this Action, including appeals, and immediate members of the Judges' families, any members of the Judges' respective staffs (but not members of the immediate families of judicial staff); (2) officers and directors of Kroger, its subsidiaries, parent companies, successors, predecessors, affiliates, and any entity in which Kroger has a controlling interest; (3) individuals who timely and validly request exclusion from the Settlement Class; (4) the legal representatives, successors, or assigns of any such excluded individuals; and (5) all individuals that have sued (other than through this Action), filed an arbitration demand, or participated in a settlement in a suit against Kroger relating to its determination of usual and customary prices in connection with the Savings Club (this exclusion from the Settlement Class does not apply to individuals that have voluntarily dismissed their claims without prejudice in any suit or arbitration).

What Does The Class Action Settlement Provide?

Kroger will pay $17,000,000 into a Settlement Fund to settle all claims in the lawsuit brought on behalf of Settlement Class Members.

The Settlement Fund will be distributed pursuant to a Plan of Allocation and Distribution, the latest version of which can be reviewed at [website]. Class Counsel will ask the Court to award attorneys' fees not to exceed one third of the Settlement Fund, as well as out-of-pocket costs, expenses, and charges not to exceed $ 610,325.71, and interest, as well as Service Award payments to the named Plaintiffs not to exceed $5,000 to each named Plaintiff, each to be paid out of the Settlement Fund. Notice and Administration Expenses also will be paid out of the Settlement Fund.

The Net Settlement Fund will be distributed to Settlement Class Members who file valid Claim Forms. Payments will be calculated based on the amount a claimant paid, in whole or in part, during the Settlement Class Period, for the purchase of one or more prescription drugs from Kroger, where prescription insurance benefits were used in filling the prescription(s). The precise amount that you might receive from the Net Settlement Fund will depend on how much you (and other members of the Settlement Class) paid, in whole or in part, during the Settlement Class Period, for the purchase of prescription drug(s) from Kroger, where prescription insurance benefits were used in filling the prescription(s).

To be entitled to a payment from the Net Settlement Fund, you must submit a Claim Form (and documentation, if required) found at [link to claim form] by MONTH DAY, 2026.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

PARTICIPATE IN THE SETTLEMENT BY COMPLETING AND RETURNING A CLAIM FORM	To exercise your right to obtain a share of the Net Settlement Fund, you will need to complete, sign, and submit a Claim Form (and documentation, if required) by MONTH DAY, 2026. You may fill out and submit the Claim Form found at the [website]. For further information about whether you qualify, the payment you may obtain, and the documentation and data

	you may need to submit, you may access the detailed notice at [link to long notice] or you may visit [website] or call **[phone number].**
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you believe you are a member of the Settlement Class, you may choose to exclude yourself, or "opt out," from the Settlement Class. If you decide to exclude yourself, you will not be bound by any decision in this lawsuit relating to Kroger. This is the only option that allows you to ever be part of any lawsuit (other than this lawsuit) against Kroger relating to the legal claims against Kroger in this case. To exclude yourself, you will need to inform the Settlement Administrator (Angeion Group) of your decision by MONTH DAY, 2026, and provide the information set forth in the Notice found at [link to long notice]. If the Settlement is approved by the Court and you do not notify the Settlement Administrator by the deadline of your election to "opt out" of the Settlement Class, you will be bound by the Settlement. If you opt-out, you may not submit a Claim Form.
STAY IN THE LAWSUIT BUT OBJECT TO THE SETTLEMENT	If you object to all or any part of the proposed Settlement, Plan of Allocation, and/or requested attorneys' fees, expenses, or service awards, you may write to the Court and object. You may only object to the proposed Settlement, Plan of Allocation, and/or requested attorneys' fees, expenses, or service awards if you have not excluded yourself from the Settlement Class. Any objections must be submitted to the Court by MONTH DAY, 2026, and provide the information set forth in the Notice found at [link to long notice].
DO NOTHING	If you are a member of the Settlement Class and do not file a valid claim, you will not receive any payment from the Settlement. Moreover, even if you do not file a valid claim, unless you exclude yourself from the Settlement Class, you will nevertheless be bound by past and any future Court rulings, including rulings on the Settlement, if approved, and Settlement releases, but will not be eligible to receive any payment from the Settlement.
GET MORE INFORMATION	If you have any questions, or would like to receive more information about the case or the Settlement, please contact the Settlement Administrator in the following ways: • By mail at [address] • By email at [email] • By phone at **[phone number]**.

FOR MORE INFORMATION AND TO SUBMIT A CLAIM:
CALL: [phone number] OR VISIT [WEBSITE]

EXHIBIT C 2

From: SettlementAdministrator@www.krogersavingsclubsettlement.com

To: JonQClassMember@domain.com

Re: Legal Notice of Class Action Settlement

QUESTIONS? CALL [PHONE NUMBER] OR VISIT [WEBSITE]

LEGAL NOTICE

If You Paid for One or More Prescription Drugs with Insurance At Kroger,[1] A Class Action Settlement Could Affect You

[SUBMIT A CLAIM HERE]

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

A proposed Settlement[2] has been reached in a class action lawsuit against Defendant The Kroger Co. ("Kroger") regarding Kroger's usual and customary ("U&C") pricing practices on behalf of individuals who paid for one or more prescription drugs using their insurance. The class action lawsuit, *Kirkbride et al. v. The Kroger Co.*, No. 2:21-cv-00022 (S.D. Ohio), relates to how Kroger determined its U&C prices in submitting claims for prescription reimbursement, including whether it should have considered its Savings Club prices in determining its U&C prices. Kroger denies any wrongdoing and maintains that it correctly reported its retail prices as its U&C prices. The Court has not decided who is right.

The Court has preliminarily approved the proposed Settlement. To resolve the claims, the proposed Settlement provides for $17,000,000 to be paid by Kroger ("Settlement Fund"). As discussed below, all Court-approved attorneys' fees and expenses, the costs of notice and administering the Settlement, service awards, and other Court-allowed costs will be deducted from this amount. The remaining amount (the "Net Settlement Fund") will be paid to members of the Settlement Class (defined below) who submit valid claims.

The Court has scheduled a Fairness Hearing to decide whether to approve the Settlement, the plan for allocating the Net Settlement Fund among claimants, Class Counsel's request for attorneys' fees and payment of litigation expenses out of the Settlement Fund, and the named Plaintiffs' request for payment of services awards. The Fairness Hearing is scheduled for **MONTH DAY**, 2026, at ___ EST, before Judge Algenon L. Marbley of the U.S. District Court for the Southern District of Ohio at the United States Courthouse, 85 Marconi Boulevard, Columbus, OH 43215. The time and date of the Fairness Hearing may change. For up-to-date information on the Fairness Hearing, check [website].

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[1] Kroger includes The Kroger Co. and all pharmacies owned and/or operated by The Kroger Co. or any of its affiliates. A list of all companies whose pharmacies are owned and/or operated by Kroger is set forth in Exhibit A of the Plan of Allocation and Distribution, which is available at [website].

[2] Unless otherwise defined, capitalized terms shall be those defined in the Class Action Settlement Agreement and Plan of Allocation and Distribution, both of which can be found at [website].

Who Is Included?

The Settlement Class is defined as follows:

- All individuals in the United States and its territories who, at any point in time during the Settlement Class Period, paid in whole or in part for one or more prescription drugs from Kroger using their insurance.

- The following individuals are excluded from the Settlement Class: (1) any Judge presiding over any portion of this Action, including appeals, and immediate members of the Judges' families, any members of the Judges' respective staffs (but not members of the immediate families of judicial staff); (2) officers and directors of Kroger, its subsidiaries, parent companies, successors, predecessors, affiliates, and any entity in which Kroger has a controlling interest; (3) individuals who timely and validly request exclusion from the Settlement Class; (4) the legal representatives, successors, or assigns of any such excluded individuals; and (5) all individuals that have sued (other than through this Action), filed an arbitration demand, or participated in a settlement in a suit against Kroger relating to its determination of usual and customary prices in connection with the Savings Club (this exclusion from the Settlement Class does not apply to individuals that have voluntarily dismissed their claims without prejudice in any suit or arbitration).

What Does The Class Action Settlement Provide?

Kroger will pay $17,000,000 into a Settlement Fund to settle all claims in the lawsuit brought on behalf of Settlement Class Members.

The Settlement Fund will be distributed pursuant to a Plan of Allocation and Distribution, the latest version of which can be reviewed at [website]. Class Counsel will ask the Court to award attorneys' fees not to exceed one third of the Settlement Fund, as well as out-of-pocket costs, expenses, and charges not to exceed $610,325.71, and interest, as well as Service Award payments to the named Plaintiffs not to exceed $5,000 to each named Plaintiff, each to be paid out of the Settlement Fund. Notice and Administration Expenses also will be paid out of the Settlement Fund.

The Net Settlement Fund will be distributed to Settlement Class Members who file valid Claim Forms. Payments will be calculated based on the amount a claimant paid, in whole or in part, during the Settlement Class Period, for the purchase of one or more prescription drugs from Kroger, where prescription insurance benefits were used in filling the prescription(s). The precise amount that you might receive from the Net Settlement Fund will depend on how much you (and other members of the Settlement Class) paid, in whole or in part, during the Settlement Class Period, for the purchase of prescription drug(s) from Kroger, where prescription insurance benefits were used in filling the prescription(s).

To be entitled to a payment from the Net Settlement Fund, you must submit a Claim Form (and documentation, if required) found at [link to claim form] by MONTH DAY, 2026.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

PARTICIPATE IN THE SETTLEMENT BY COMPLETING AND RETURNING A CLAIM FORM	To exercise your right to obtain a share of the Net Settlement Fund, you will need to complete, sign, and submit a Claim Form (and documentation, if required) by MONTH DAY, 2026. You may fill out and submit the Claim Form found at the [website]. For further information about whether you qualify, the payment you may obtain, and the documentation and data you may need to submit, you may access the detailed notice at [link to long notice], or you may visit [website] or call **[phone number].**
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you believe you are a member of the Settlement Class, you may choose to exclude yourself, or "opt out," from the Settlement Class. If you decide to exclude yourself, you will not be bound by any decision in this lawsuit relating to Kroger. This is the only option that allows you to ever be part of any lawsuit (other than this lawsuit) against Kroger relating to the legal claims against Kroger in this case. To exclude yourself, you will need to inform the Settlement Administrator (Angeion Group) of your decision by MONTH DAY, 2026, and provide the information set forth in the Notice found at [link to long notice]. If the Settlement is approved by the Court and you do not notify the Settlement Administrator by the deadline of your election to "opt out" of the Settlement Class, you will be bound by the Settlement. If you opt-out, you may not submit a Claim Form.
STAY IN THE LAWSUIT BUT OBJECT TO THE SETTLEMENT	If you object to all or any part of the proposed Settlement, Plan of Allocation, and/or requested attorneys' fees, expenses, or service awards, you may write to the Court and object. You may only object to the proposed Settlement, Plan of Allocation, and/or requested attorneys' fees, expenses, or service awards if you have not excluded yourself from the Settlement Class. Any objections must be submitted to the Court by MONTH DAY, 2026, and provide the information set forth in the Notice found at [link to long notice].
DO NOTHING	If you are a member of the Settlement Class and do not file a valid claim, you will not receive any payment from the Settlement. Moreover, even if you do not file a valid claim, unless you exclude yourself from the Settlement Class, you will nevertheless be bound by past and any future Court rulings, including rulings on the Settlement, if approved, and Settlement releases, but will not be eligible to receive any payment from the Settlement.
GET MORE INFORMATION	If you have any questions, or would like to receive more information about the case or the Settlement, please contact the Settlement Administrator in the following ways:

	• By mail at [address] • By email at [email] • By phone at **[phone number]**.

FOR MORE INFORMATION AND TO SUBMIT A CLAIM:
CALL: [phone number] OR VISIT [WEBSITE]

EXHIBIT D

IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO

If You Paid for One or More Prescription Drugs with Insurance At Kroger,[1] A Class Action Settlement Could Affect You

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

INFORMATION REGARDING CLASS ACTION SETTLEMENT

A proposed Settlement[2] has been reached in a class action lawsuit regarding The Kroger Co.'s ("Kroger") usual and customary ("U&C") pricing practices on behalf of individuals who paid for one or more prescription drugs at Kroger using their insurance. The class action lawsuit, *Kirkbride et al. v. The Kroger Co.*, No. 2:21-cv-00022 (S.D. Ohio), relates to how Kroger determined its U&C prices in submitting claims for prescription reimbursement, specifically whether it should have considered its Savings Club prices in determining its U&C prices. Kroger denies any wrongdoing and maintains that it correctly reported its retail prices as its U&C prices. The Court has not decided who is right.

The Court has preliminarily approved the proposed Settlement described in this Notice. To resolve the claims, the proposed Settlement provides for $17,000,000 to be paid by Kroger. As discussed below, all Court-approved attorneys' fees and expenses, the costs of notice and administering the Settlement, service awards, and other Court-allowed costs will be deducted from this amount. The remaining amount (the "Net Settlement Fund") will be paid to members of the Settlement Class (defined below) who submit valid claims.

The Court has scheduled a Fairness Hearing to decide whether to approve the Settlement, the plan for allocating the Net Settlement Fund among claimants, Class Counsel's request for attorneys' fees and payment of litigation expenses out of the Settlement Fund, and the named Plaintiffs' request for payment of services awards. The Fairness Hearing is scheduled for **MONTH DAY**, 2026, at ___ EST, before Judge Algenon L. Marbley of the U.S. District Court for the Southern District of Ohio at the United States Courthouse, 85 Marconi Boulevard, Columbus, OH 43215. The time and date of the Fairness Hearing may change. For up-to-date information on the Fairness Hearing, check [website].

What is this action about?

Plaintiffs allege that Kroger inflated its U&C prices by not considering the prices it charged under its Savings Club in determining the U&C price, allegedly resulting in insured customers

[1] Kroger includes The Kroger Co. and all pharmacies owned and/or operated by The Kroger Co. or any of its affiliates. A list of all pharmacies owned and/or operated by Kroger is set forth in Exhibit A of the Plan of Allocation and Distribution, available at [website].

[2] Unless otherwise defined, capitalized terms shall be those defined in the Class Action Settlement Agreement ("Settlement Agreement") and Plan of Allocation and Distribution, both of which can be found at [website].

paying inflated amounts for prescription drugs. Plaintiffs brought claims against Kroger for fraud, negligent misrepresentation, and unjust enrichment.

Kroger denies Plaintiffs' allegations and maintains that it acted appropriately in reporting its retail prices as its U&C prices, as Kroger contends the special prices available to club members who elected to join the Savings Club, pay an annual membership fee, and satisfy other terms and conditions are not Kroger's "usual" or "customary" prices. This matter has settled with no findings of liability or wrongdoing by Kroger as to any of Plaintiffs' allegations.

Who Is Included?

The Settlement Class is defined as follows:

- All individuals in the United States and its territories who, at any point in time during the Settlement Class Period, paid in whole or in part for one or more prescription drugs from Kroger using their insurance.

- The following individuals are excluded from the Settlement Class: (1) any Judge presiding over any portion of this Action, including appeals, and immediate members of the Judges' families, any members of the Judges' respective staffs (but not members of the immediate families of judicial staff); (2) officers and directors of Kroger, its subsidiaries, parent companies, successors, predecessors, affiliates, and any entity in which Kroger has a controlling interest; (3) individuals who timely and validly request exclusion from the Settlement Class; (4) the legal representatives, successors, or assigns of any such excluded individuals; and (5) all individuals that have sued (other than through this Action), filed an arbitration demand, or participated in a settlement in a suit against Kroger relating to its determination of usual and customary prices in connection with the Savings Club (this exclusion from the Settlement Class does not apply to individuals that have voluntarily dismissed their claims without prejudice in any suit or arbitration).

What Does The Class Action Settlement Provide?

Kroger will pay $17,000,000 into a Settlement Fund to settle all claims in the lawsuit brought on behalf of Settlement Class Members.

The Settlement Fund will be distributed pursuant to a Plan of Allocation and Distribution, the latest version of which can be reviewed at [website]. Class Counsel will ask the Court to award attorneys' fees not to exceed one third of the Settlement Fund, as well as out-of-pocket costs, expenses, and charges not to exceed $610,325.71, and interest, as well as Service Award payments to the named Plaintiffs not to exceed $5,000 to each named Plaintiff, each to be paid out of the Settlement Fund. Notice and Administration Expenses also will be paid out of the Settlement Fund.

The Net Settlement Fund will be distributed to Settlement Class Members who file valid Claim Forms. Payments will be calculated based on the amount a claimant paid, in whole or in part, during the Settlement Class Period, for the purchase of one or more prescription drugs from Kroger, where prescription insurance benefits were used in filling the prescription(s), as described

below. The precise amount that you might receive from the Net Settlement Fund will depend on how much you (and other members of the Settlement Class) paid, in whole or in part, during the Settlement Class Period, for the purchase of prescription drug(s) from Kroger, where prescription insurance benefits were used in filling the prescription(s).

The Plan of Allocation and Distribution provides for distribution of the Settlement Fund as follows:

- The Settlement Administrator will first calculate the Net Settlement Fund amount by subtracting any Court-approved Attorneys' Fees and Expenses, Service Awards, Notice and Administration Expenses, and any other Court-approved deductions (which may include taxes, tax expenses, and escrow fees) from the total Settlement Fund.

- The Net Settlement Fund amount will be shared by all Settlement Class Members who submit valid claims. Each Settlement Class Member's claim on the Settlement Fund will be distributed on a *pro rata* basis based on the relative size of the Recognized Claims and determined as follows:

    - The Distribution Amount shall be that Authorized Claimant's Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund, *i.e.*:

$$\frac{Authorized\ Claimant's\ Recognized\ Claim\ Amount}{Sum\ of\ All\ Authorized\ Claimant's\ Recognized\ Claim\ Amounts}\ x\ Net\ Settlement\ Fund$$

The proposed Plan of Allocation and Distribution groups those submitting claims into Known Claimants and Unknown Claimants based on whether Kroger identified the claimant as a potential member of the Settlement Class. There are different documentation requirements for each category of claimants, as discussed below. This is a summary of the Plan of Allocation and Distribution. For additional details, the latest version of the Plan of Allocation and Distribution can be reviewed at [website].

The proposed Plan of Allocation and Distribution is subject to change until the Court approves it. To view the most current version, visit [website].

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

PARTICIPATE IN THE SETTLEMENT BY SUBMITTING A CLAIM FORM	To exercise your right to obtain a share of the Net Settlement Fund, you will need to complete, sign and submit a Claim Form (and documentation, if required) by MONTH DAY, 2026. You may fill out and submit the Claim Form found at the website [website]. The Claim Form asks you to attest to your estimated and/or actual payments to Kroger for one or more prescription drugs during the Settlement Class Period where insurance benefits were used in

	filling the prescription(s). All individuals submitting a Claim Form where the total amount claimed is $8,000 or more will be required to submit supporting documentation or data sufficient to identify that individual's payments to Kroger for prescription drug purchases during the Settlement Class Period. In addition, those individuals submitting a Claim Form where the total amount claimed is less than $8,000, who the Settlement Administrator determines is not on a list of individuals known to have purchased one or more prescription drugs from Kroger during the Settlement Class Period where insurance benefits were used in filling the prescription(s), will be contacted by the Settlement Administrator and also asked to submit supporting documentation or data sufficient to identify that individual's payments to Kroger for prescription drug purchases during the Settlement Class Period. Please see the Claim Form (available at [website]) for further details about these documentation requirements.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you believe you are a member of the Settlement Class, you may choose to exclude yourself, or "opt out," from the Settlement Class. If you decide to exclude yourself, you will not be bound by any decision in this lawsuit relating to Kroger. This is the only option that allows you to ever be part of any lawsuit (other than this lawsuit) against Kroger relating to the legal claims against Kroger in this case. To exclude yourself, you will need to inform the Settlement Administrator of your decision by MONTH DAY, 2026, and provide the information set forth below in this Notice. If the Settlement is approved by the Court and you do not notify the Settlement Administrator by the deadline of your election to "opt out" of the Settlement Class, you will be bound by the Settlement. If you opt out, you may not submit a Claim Form.
OBJECT TO THE SETTLEMENT	If you object to all or any part of the proposed Settlement, plan of allocation, and/or requested attorneys' fees, expenses, or service awards, you may write to the Court and object. You may only object to the proposed Settlement, plan of allocation, and/or requested attorneys' fees, expenses, or service awards if you have not excluded yourself from the Settlement Class. Any objections must be submitted to the Court by MONTH DAY, 2026, and provide the information set forth below in this Notice.
DO NOTHING	If you are a member of the Settlement Class and do not file a valid claim, you will not receive any payment from the Settlement. Moreover, even if you do not file a valid claim, unless you exclude yourself from the Settlement Class, you will nevertheless be bound by past and any future Court rulings, including rulings on the Settlement, if approved, and settlement releases but will not be eligible to receive any payment from the Settlement.

GET MORE INFORMATION	If you have any questions, or would like to receive more information about the case or the Settlement, please contact the Settlement Administrator in the following ways: • By mail at [address] • By email at [email] • By phone at **[phone number]**.

How Do I Get A Payment?

You must submit a Claim Form by **[DATE]** to be eligible for a payment.

- If you received a notice and a claim identification number from the Settlement Administrator you are a Known Claimant, as defined in the Plan of Allocation and Distribution. If you want to participate in the Settlement, then you will need to submit a Claim Form in order to be eligible to obtain a share of the proposed Settlement. Please visit [website] for more information and to submit a Claim Form. You will be asked to provide information proving that you are a member of the Settlement Class. You also may be asked to provide supporting documentation or data sufficient to identify your eligible purchases. If you are unable to access the Settlement Website identified above, please contact the Settlement Administrator by mail at [address], by email at [email], or by phone at **[phone number]**.

- If you did not receive a notice and a claim identification number from the Settlement Administrator, but believe you are a potential Settlement Class Member, then you will need to submit a Claim Form in order to be eligible to obtain a share of the proposed Settlement. Please visit [website] for more information and to submit a Claim Form. You will be asked to provide information proving that you are a member of the Settlement Class. After you submit the Claim Form, if the Settlement Administrator determines you are not on a list of individuals known to have purchased one or more prescription drugs from Kroger during the Settlement Class Period where insurance benefits were used in filling the prescription(s), you will be an Unknown Claimant, as defined in the Plan of Allocation and Distribution. You will be contacted by the Settlement Administrator and asked to provide supporting documentation or data sufficient to identify your eligible purchases. If you are unable to access the Settlement Website identified above, please contact the Settlement Administrator by mail at [address], by email at [website], or by phone at **[phone number]**.

- When and whether you receive your payment depends on several matters, including whether your claim is approved and whether and when the Court grants final approval of the Settlement. The initial Distribution of the Net Settlement Fund will be allocated to Settlement Class Members within 120 days after the Effective Date. If the proposed Settlement is given final approval, but there is an appeal of the final approval, the appeal could take several years to resolve. In the event the Settlement is finally approved by all necessary courts, any accrued interest on the Settlement Fund will be included, consistent with the Plan of Allocation and Distribution, in the amount paid to Settlement Class Members.

What am I giving up to receive a payment?

Unless you exclude yourself, you remain a Settlement Class Member. That means you cannot sue, continue to sue, or be part of any other lawsuit about the Plaintiffs' Released Claims in this case against Kroger or any of the Defendant's Released Persons. Upon the Effective Date of the Settlement, Plaintiffs and all Settlement Class Members, on behalf of themselves and each of the Plaintiffs' Released Persons, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Plaintiffs' Released Claims against Kroger and the Defendant's Released Persons, regardless of whether Plaintiffs and Settlement Class Members execute and deliver Claim Forms. The capitalized terms used in this paragraph are defined in the Settlement Agreement. For easy reference, the relevant parts of those terms are copied below:

- "Defendant's Released Persons" means Kroger and its respective legal representatives, predecessors, successors and assigns, present and former parents and subsidiaries and affiliated entities, present and former employees, partners, agents, representatives, independent contractors, officers, directors, shareholders, attorneys, accountants, managers, and all other legally associated individuals or entities.

- "Plaintiffs' Released Persons" means Plaintiffs, Settlement Class Members, and Plaintiffs' Related Parties. In turn, "Plaintiffs' Related Parties" means Plaintiffs' respective legal representatives, including Class Counsel, heirs, executors, administrators, beneficiaries, trustees, predecessors, successors in interest, transferees and assignees, in their capacities as such.

- "Plaintiffs' Released Claims" means all claims, demands, damages, harm, injuries, actions, causes of action, suits, proceedings, matters, disputes, obligations, costs, and losses of any kind whatsoever, whether known or Unknown Claims[3], suspected or unsuspected, accrued or unaccrued, and contingent or non-contingent, which now exist or have existed upon any theory of law or equity (whether contractual, common law, statutory, federal, state, local, or otherwise), including any claims for compensatory or punitive damages, or for attorneys' fees, costs, or disbursements of any kind, against Defendant's Released Persons arising out of or related to the conduct challenged in the Action, including any and all claims relating to the reporting of U&C prices for pharmaceuticals, regardless of whether

[3] The complete definition of "Unknown Claims" is set forth at Section 1.43 of the Settlement Agreement and includes "(a) any Plaintiffs' Released Claims that Plaintiffs or any Settlement Class Member does not know or suspect to exist in his or her favor at the time of the release of Defendant's Released Persons which, if known by him or her, might have affected such Plaintiff's or Settlement Class Member's settlement or decisions with respect to the Settlement, including the release of Defendant's Released Persons or the decision not to object to or opt out of this Settlement; and (b) any Defendant's Released Claims that Defendant does not know or suspect to exist in its favor at the time of the release of Plaintiffs' Released Persons, which if known by it, might have affected its settlement or decision with respect to the Settlement, including the release of Plaintiffs' Released Persons."

"usual and customary" or "U&C" appears as a defined contractual term in any relevant contract, except for claims relating to the enforcement of the Settlement Agreement.

What Are My Other Rights?

If you are a member of the Settlement Class and you do not want to be legally bound by the Settlement, you must exclude yourself. The exclusion deadline is **[DATE]**. If you do not timely exclude yourself, you will not be able to sue Kroger or Defendant's Released Persons for any claims relating to the lawsuit and will be bound by the Settlement, if finally approved.

To exclude yourself from the Settlement Class, you must send a letter via first-class U.S. mail with postage prepaid or overnight delivery to: [address]. You must include the following: (1) your full name, current mailing address, telephone number, and social security number; (2) a statement that you purchased and paid for one or more prescription drugs from Kroger using insurance during the Settlement Class Period; (3) a statement that you wish to be excluded from the Settlement Class (e.g., "*I request that I be excluded from the Kirkbride et al. v. The Kroger Co. settlement.")*; and (4) your signature.

Settlement Class Members shall not be permitted to exclude other Settlement Class Members. Moreover, group or class-wide exclusions shall not be permitted. A request for exclusion must be submitted by each Settlement Class Member on an individual basis, and any request for exclusion by a purported authorized agent or representative of a Settlement Class Member must include proof of the representative's legal authority and authorization to act and request exclusion on behalf of each Settlement Class Member they seek to opt out. If you exclude yourself from the Settlement Class, you will not receive any benefits of the Settlement, you will not be legally bound by anything that happens in the lawsuit, and you may be able to sue (or continue to sue) Kroger in the future about the legal issues in this case.

Your letter requesting exclusion must be postmarked no later than **[DATE]**.

A request for exclusion that does not include all of the foregoing information, that does not contain the proper signature, that is sent to an address other than the one designated above, or that is not sent within the time specified shall be invalid and the individual filing such an invalid request shall be a Settlement Class Member and shall be bound by the Settlement, if approved.

If you do not exclude yourself from the Settlement Class, you may object to the Settlement by **[DATE]**.

To object to the Settlement: If you are a Settlement Class Member and you have not excluded yourself from the Settlement Class, you can object to all or any part of the proposed Settlement, Plan of Allocation and Distribution, and/or requested attorneys' fees, expenses, or service awards. You can give reasons why you think the Court should not approve it, and the Court will consider your views.

To object to the proposed Settlement, you must file or send a letter via first-class U.S. mail (or file electronically with the Court) saying that you object to the Settlement in *Kirkbride et al. v. The Kroger Co.*, No. 2:21-cv-00022 (S.D. Ohio), with the following information:

> (a) your name, address, email address, and the identity of and contact information for any attorney representing you; (b) the legal or factual bases for your objection; (c) documentation sufficient to prove your membership in the Settlement Class (such as evidence of your relevant prescription purchases or payments); (d) a list of any witnesses, exhibits, or legal authority that you intend to offer; (e) whether you intend to appear, either in person or through counsel, at the Fairness Hearing; (f) whether your objection applies only to yourself, to a subset of the Settlement Class, or to the Settlement Class as a whole; and (g) a list of all class action settlements to which you and/or your counsel have previously objected.

File or mail any objections to the Clerk of the United States District Court for the Southern District of Ohio, United States Courthouse, 85 Marconi Boulevard, Columbus, OH 43215, with a copy to Joseph I. Marchese, Andrew Obergfell, Bursor & Fisher, P.A., 1330 Avenue of the Americas, New York, NY 10019; Joshua D. Arisohn, Arisohn LLC, 94 Blakeslee Road, Litchfield, CT 06759; Joel D. Smith, Smith Krivoshey, PC, 867 Boylston Street, 5th Floor #1520, Boston, MA 02116; Selina Coleman, Reed Smith LLP, 1301 K Street, N.W., Suite 1000 – East Tower, Washington, D.C. 20005-3373, and Michael S. Leib, Reed Smith LLP, 10 S. Wacker Dr. #4000, Chicago, IL 60606.

You also may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter via first-class U.S. mail saying that it is your "Notice of Intention to Appear in *Kirkbride et al. v. The Kroger Co.*, No. 2:21-cv-00022 (S.D. Ohio)." Be sure to include your name, address, email address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than [**DATE**] and must be filed or sent to the Clerk of the Court and to counsel at the addresses listed in the prior paragraph. You may not be able to speak at the Fairness Hearing if you have excluded yourself from the Settlement Class or if you do not send a Notice of Intention to Appear.

The Lawyers Representing the Settlement Class

The Court has appointed Bursor & Fisher, P.A., Arisohn LLC, and Smith Krivoshey, PC as Class Counsel. You may contact the following lawyers regarding questions: Joseph I. Marchese, Andrew Obergfell, Bursor & Fisher, P.A., 1330 Avenue of the Americas, New York, NY 10019; Joshua D. Arisohn, Arisohn LLC, 94 Blakeslee Road, Litchfield, CT 06759; Joel D. Smith, Smith Krivoshey, PC, 867 Boylston Street, 5th Floor #1520, Boston, MA 02116.

The Lawyers for the Defendant

Defendant is represented by Reed Smith LLP, including Selina Coleman, 1301 K Street, N.W., Suite 1000 – East Tower, Washington, D.C. 20005-3373 and Michael S. Leib, 10 S. Wacker Dr. #4000, Chicago, IL 60606.

If You Want More Information

If you have questions about this case or want additional information, you may visit [website]; call [phone number]; or contact Class Counsel. This Notice is only a summary of the proposed Settlement and is qualified in its entirety by the terms of the Settlement Agreement. Copies of the Settlement Agreement are on public file with the United States District Court for the Southern District of Ohio Courthouse, 85 Marconi Boulevard, Columbus, OH 43215. The Settlement Agreement is also available on the Settlement Website: [website].

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIMS PROCESS

FOR MORE INFORMATION AND TO SUBMIT A CLAIM:
CALL: [phone number] OR VISIT [WEBSITE].

EXHIBIT E

MUST BE SUBMITTED ONLINE OR POSTMARKED ON OR BEFORE MONTH 00, 2026	*Kirkbride et al. v. The Kroger Co.* No. 2:21-cv-00022 (S.D. Ohio.)	FOR OFFICIAL USE ONLY

Claim Form Instructions

If you are a Settlement Class Member, you may file a claim requesting a share of the Settlement Fund. You must complete this Claim Form and mail it to the Settlement Administrator at the address provided below or submit it online at [website]. A mailed form must be postmarked, and an online form must be submitted, by no later than **[Month 00, 2026]**.

You must complete all required sections of the attached Claim Form:

1. Complete *Section A*. Provide your name and contact information.
2. Review *Section B*. Confirm you qualify to file a claim.
3. Complete *Section C*. Provide information about your purchase(s) of prescription drug(s) you paid for while using insurance at Kroger[1] from December 9, 2018 through [Month 00, 2026].
4. Review *Section D* and provide documentation (if required).
5. Review *Section E* and sign the Claim Form. If you sign the Claim Form, you certify (or swear under penalty of perjury) that the information you provided is true and correct to the best of your knowledge and that you qualify to submit a claim (as described in *Section B*).

You have two options to submit your Claim Form:

- You can mail your completed and signed Claim Form, and any supporting documents (if required), postmarked no later than **[Month 00, 2026]**, to:

Kroger Savings Club Litigation Settlement
c/o Angeion Group
1650 Arch Street, Suite 2210, Philadelphia, PA 19103

OR

- You can complete and submit the Claim Form and upload supporting documents (if required) on the Settlement Website, [website], no later than **[Month 00, 2026]**. After you complete the online Claim Form, you will receive a receipt saying that your claim was submitted.

If your completed Claim Form is not postmarked or received online by **[Month 00, 2026]**, you will not receive a payment from this Settlement. Submitting a Claim Form does not guarantee that you will receive a payment from the Settlement.

[1] Kroger includes The Kroger Co. and all pharmacies owned and/or operated by The Kroger Co. or any of its affiliates. A list of all pharmacies owned and/or operated by Kroger is set forth in Exhibit A of the [Proposed] Plan of Allocation and Distribution, available at [website].

MUST BE SUBMITTED ONLINE OR POSTMARKED ON OR BEFORE MONTH 00, 2026

Kroger Savings Club Litigation Settlement

CLAIM FORM

Use Blue or Black Ink Only

Section A: Claimant Identification

Claimant's Name

Agent/Legal Representative (if any)

Street Address

City | State | Zip Code

Mobile Telephone Number* | Email Address*

Notice Identification Number (if provided by Settlement Administrator)

*By providing your email address and mobile telephone number, you authorize the Settlement Administrator to use that mobile telephone number and email address to send you information relevant to this claim.

Settlement payments will be sent digitally unless you request a paper check, as set forth below. Please ensure you provide a current, valid email address and mobile telephone number with your claim submission. If the email address or mobile telephone number you provide becomes invalid for any reason, you must notify the Settlement Administrator. It is your responsibility to provide accurate contact information to the Settlement Administrator to make sure you receive your payment. When you receive the email and/or mobile phone communication notifying you about your settlement payment, you will be provided with a number of digital payment options, such as PayPal, Venmo, Zelle, ACH transfers, and virtual pre-paid cards. You will be able to select from these options to receive your settlement payment. The email and/or mobile phone communication will also give you the option to request a paper check.

Section B: Should I File a Claim Form?

To be eligible to file a Claim Form and receive a cash distribution from the proposed Settlement, you must be a person, in the United States or its territories, who paid for some or all of the purchase price of one or more prescription drugs from Kroger (which includes The Kroger Co. and all pharmacies owned and/or operated by The Kroger Co. or any of its affiliates), where you used prescription insurance benefits when filling the prescription, at any time from December 9, 2018 through [Month 00, 2026].

Several individuals are not included in the Settlement Class and are not eligible to file a Claim Form and receive a cash distribution from the proposed Settlement, even if they otherwise meet the definition above. The following individuals are excluded from the Settlement Class: (1) any Judge presiding over any portion of this Action, including appeals, and immediate members of the Judges' families, and any members of the Judges' respective staffs (but not members of the immediate families of judicial staff); (2) officers and directors of Kroger, its subsidiaries, parent companies, successors, predecessors, affiliates, and any entity in which Kroger has a controlling interest; (3) individuals who timely and validly request exclusion from the Settlement Class; (4) the legal representatives, successors, or assigns of any such excluded individuals; and (5) all individuals that have sued (other than through this Action), filed an arbitration demand, or participated in a settlement in a suit against Kroger relating to its determination of usual and customary prices in connection with the Savings Club (this exclusion from the Settlement Class does not apply to individuals that have voluntarily dismissed their claims without prejudice in any suit or arbitration).

If you are excluded from the Settlement Class, you may not file a claim.

Section C: Purchase Information

Please estimate the total amount of money that you, and NOT insurance, paid out-of-pocket for one or more prescription drugs from Kroger, where insurance benefits were used in filling the prescription(s), from December 9, 2018 through [Month 00, 2026].

Estimated total amount of money you, and NOT insurance, paid out-of-pocket for one or more prescription drugs from Kroger, where insurance benefits were used in filling the prescription(s), from December 9, 2018 through [Month 00, 2026]: (Please check ONE.)

☐ $1-$500
☐ $501-$1,000
☐ $1,001-$4,000
☐ $4,001-$7,999
☐ $8,000 or more

Section D: Proof of Payment and Note Regarding Documentation

You do not need to provide any documentation at this time if the estimated total amount of your out-of-pocket expenditures for one or more prescription drugs purchased from Kroger from December 9, 2018 through [Month 00, 2026], where prescription benefits were used in filling the prescription(s), is less than $8,000. However, the Settlement Administrator may ask for additional proof supporting your claim.

If the total amount of your out-of-pocket expenditures for one or more prescription drugs purchased from Kroger from December 9, 2018 through [Month 00, 2026], where prescription benefits were used in filling the prescription(s), is $8,000 or more, or if the Settlement Administrator contacts you and asks for additional proof supporting your claim, you must provide documents as proof to support your claim.

You can submit any of the following documents to support the purchase information you put in Section C (above): itemized receipts, cancelled checks, invoices, statements, insurance documents, or other business or transaction records showing the amount you paid for purchases of one or more prescription drugs from Kroger, where prescription insurance benefits were used in filling the prescription(s), from December 9, 2018 through [Month 00, 2026].

If the estimated total amount of your out-of-pocket expenditures for one or more prescription drugs purchased from Kroger from December 9, 2018 through [Month 00, 2026], where prescription benefits were used in filling

the prescription(s), is $8,000 or more, please submit your supporting documents with your completed Claim Form.

Section E: Certification

I have read and am familiar with the contents of this Claim Form. I certify that the information I have set forth above is true, correct, accurate, and complete to the best of my knowledge. I certify that I, to the best of my knowledge, paid a total amount within the estimate I provided in Section C (above) in out-of-pocket expenditures for one or more prescription drugs from Kroger, where prescription insurance benefits were used in filling the prescription(s), from December 9, 2018 through [Month 00, 2026]. I further certify that I did not opt out of the Settlement Class in this Action.

In addition: (a) I am not a Judge presiding over any portion of this Action, including appeals, or an immediate member of the Judges' families, or any member of the Judges' respective staffs; (b) I am not an officer or director of Kroger, its subsidiaries, parent companies, successors, predecessors, affiliates, or any entity in which Kroger has a controlling interest; (c) I am not opting out of the Settlement, and I am not a legal representative, successor, or assign of any such excluded individual; (d) I did not pay for all of my prescription drugs from Kroger from December 9, 2018 through [Month 00, 2026] without using insurance benefits; and (e) with the exception of individuals that have voluntarily dismissed their claims without prejudice in any suit or arbitration, I am not an individual that has sued (other than through this Action), filed an arbitration demand, or participated in a settlement in a suit against Kroger relating to its determination of usual and customary prices in connection with the Savings Club.

To the extent I have been given authority to submit this Claim Form by a Settlement Class Member on his or her behalf, and accordingly am submitting this Claim Form in the capacity of an authorized agent with authority to submit it by the Settlement Class Member identified on this form, and to the extent I have been authorized to receive on behalf of this Settlement Class Member(s) any and all amounts that may be allocated to him or her from the Settlement Fund, I certify that such authority has been properly vested in me and that I will fulfill all duties I may owe the Settlement Class Member. In the event amounts from the Settlement Fund are distributed to me and a Settlement Class Member later claims that I did not have the authority to claim and/or receive such amounts on his or her behalf, I and/or my employer will hold the Settlement Class, counsel for the Settlement Class, and the Settlement Administrator harmless with respect to any claims made by the Settlement Class Member.

I hereby submit to the jurisdiction of the United States District Court for the Southern District of Ohio for all purposes connected with this Claim Form, including resolution of disputes relating to this Claim Form. I acknowledge that any false information or representations contained herein may subject me to sanctions, including the possibility of criminal prosecution. I agree to supplement this Claim Form by providing documents as proof for the information I provided herein, upon request of the Settlement Administrator.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge, and this Claim Form was executed this _____ day of _____, 2026.

Signature

Print or Type Name

Authorized Agent Signature (if applicable)

Print or Type Name

If you did not complete this Claim Form online through the Settlement Website, you must mail your completed Claim Form postmarked on or before [**Month 00, 2026**], to the following address:

Kroger Savings Club Litigation Settlement
c/o Angeion Group
1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Toll-Free Telephone: **[phone number]** Website: [website]

REMINDER CHECKLIST:

1. Please complete, sign, and mail the above Claim Form or complete the online Claim Form. Attach or upload any documents supporting your claim (if applicable).

2. Keep a copy of your Claim Form and supporting documents for your records.

3. If you would like a receipt acknowledging your Claim Form was received, please complete the form online or mail this form via Certified Mail, Return Receipt Requested.

4. If you move, your name changes, and/or your contact information changes, please send your new address, your new name, and/or your new contact information to the Settlement Administrator at [Settlement email address] or via U.S. Mail at the address above.

EXHIBIT F

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

JUDY KIRKBRIDE and BEETA LEWIS, individually and on behalf of all others similarly situated,	)	Case No. 2:21-cv-00022-ALM-EPD
	)	Chief Judge Algenon L. Marbley
	)	Magistrate Judge Elizabeth Deavers
Plaintiffs,	)	
vs.	)	
THE KROGER CO.,	)	
Defendant.	)	

[PROPOSED] FINAL JUDGMENT

WHEREAS, Plaintiffs Judy Kirkbride and Beeta Lewis, on behalf of themselves and the Settlement Class,[1] and Defendant The Kroger Co. ("Defendant," collectively with Plaintiffs, the "Parties") have determined to settle all claims asserted against Defendant in this Action with prejudice on the terms and conditions set forth in the Class Action Settlement Agreement, including all of its attached Exhibits (the "Settlement Agreement") (ECF No. XX), subject to approval of this Court (the "Settlement");

WHEREAS, by the Class Action Settlement Preliminary Approval Order dated _____, 2026 (the "Preliminary Approval Order"), this Court: (1) preliminarily approved the Settlement; (2) preliminarily certified the Settlement Class; (3) preliminarily appointed class representatives; (4) preliminarily appointed Class Counsel; (5) appointed a Settlement Administrator and Escrow Agent; (6) approved the form and manner of Notice to the

[1] Unless otherwise defined, capitalized terms in this Judgment have the same meaning as in the March 12, 2026 Settlement Agreement (ECF No. XX), Plan of Allocation and Distribution (ECF No. XX), and the DATE, 2026 Preliminary Approval Order (ECF No. XX).

Settlement Class, which provided Settlement Class Members with the opportunity to object to the proposed Settlement and exclude themselves from the Settlement Class; (7) preliminarily approved the Plan of Allocation and Distribution; and (8) scheduled a Fairness Hearing regarding final approval of the Settlement;

WHEREAS, nothing has occurred since the entry of the Preliminary Approval Order which causes this Court to alter the findings it made in the Preliminary Approval Order approving the Settlement entered into between the Parties;

WHEREAS, due and adequate notice has been given to the Settlement Class;

WHEREAS, the Court conducted a hearing on _____, 2026 (the "Fairness Hearing") to: (1) determine whether to grant final approval of this Settlement and direct its implementation pursuant to the terms and conditions of the Settlement Agreement; (2) confirm that the Notice Plan complies in all respects with the requirements of due process and Rule 23 by providing due, adequate, and sufficient notice to the Settlement Class; (3) determine whether this Settlement is fair, reasonable, and adequate; (4) finally approve the proposed Plan of Allocation and Distribution; (5) determine whether to finally appoint Class Counsel and approve the application for an award of Attorneys' Fees and Expenses; (6) determine whether to finally appoint Class Representatives and approve Plaintiffs' request for Service Awards in connection with their representation of the Class; (7) determine whether to direct that the Action be dismissed with prejudice; (8) determine whether to state pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and direct that the Judgment is a final, appealable order; and (9) determine whether to retain the Court's continuing and exclusive jurisdiction over the Parties for purposes of the administration, interpretation, implementation, and enforcement of the Settlement, and over the Settlement Class Members for all matters relating to the Action; and

WHEREAS, the Court having reviewed and considered the Settlement Agreement (ECF No. XX), as well as Plaintiffs' Motion for Final Approval of the Settlement Agreement (ECF No. XX), Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, And Service Awards (ECF No. XX), together with all exhibits thereto, and all other papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefore;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. **Jurisdiction**: The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over the Parties and each of the Settlement Class Members.

2. **CAFA Notice**: The notice requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, have been satisfied.

3. **Incorporation of Settlement Documents**: This Judgment incorporates and makes a part hereof: (i) the Settlement Agreement dated March 12, 2026 (ECF No. XX); (ii) the Plan of Allocation and Distribution approved by the Court on _____, 2026 (ECF No. XX); and (iii) the Short-Form Notice of Settlement, the Email Notice of Settlement, and the Long Form Notice of Settlement approved by the Court on _____, 2026 (ECF No. XX).

4. **Class Certification for Settlement Purposes**: Pursuant to Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and based on the record before the Court, the Court certifies, for the purposes of settlement only, the following Settlement Class:

> All individuals in the United States and its territories who, at any point in time during the Settlement Class Period, paid in whole or in part for one or more prescription drugs from Kroger using their insurance.

The following individuals are excluded from the Settlement Class: (1) any Judge presiding over any portion of this Action, including appeals, and immediate members of the Judges' families, and any members of the Judges' respective staffs (but not members of the immediate families of judicial staff); (2) officers and directors of Kroger, its subsidiaries, parent companies, successors, predecessors, affiliates, and any entity in which Kroger has a controlling interest; (3) individuals who timely and validly request exclusion from the Settlement Class; (4) the legal representatives, successors, or assigns of any such excluded individuals; and (5) all individuals that have sued (other than through this Action), filed an arbitration demand, or participated in a settlement in a suit against Kroger relating to its determination of usual and customary prices in connection with the Savings Club (this exclusion from the Settlement Class does not apply to individuals that have voluntarily dismissed their claims without prejudice in any suit or arbitration).

5. The Court finds that the requirements of Rules 23(a), 23(b)(3), and 23(g) of the Federal Rules of Civil Procedure are satisfied for settlement purposes as follows:

6. Pursuant to Rule 23(a)(1) of the Federal Rules of Civil Procedure, the Court determines that the Settlement Class Members are so numerous that their joinder before the Court would be impracticable;

7. Pursuant to Rule 23(a)(2) of the Federal Rules of Civil Procedure, the Court determines that there are one or more questions of fact or law common to the Settlement Class;

8. Pursuant to Rule 23(a)(3) of the Federal Rules of Civil Procedure, the Court determines that Plaintiffs' claims are typical of the claims of the Settlement Class;

9. Pursuant to Rule 23(a)(4) of the Federal Rules of Civil Procedure, the Court determines that Plaintiffs and Class Counsel fairly and adequately protected the interests of the Settlement Class for the purposes of litigating this matter and entering into and implementing the

Settlement Agreement. Plaintiffs Judy Kirkbride and Beeta Lewis are appointed class representatives of the Settlement Class;

10. Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, the Court determines that common questions of law and fact predominate over individual questions affecting Settlement Class Members;

11. Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, the Court determines that a class action is superior to other available methods for the fair and efficient adjudication of this Action; and

12. Pursuant to Rule 23(g) of the Federal Rules of Civil Procedure, Bursor & Fisher, P.A., Arisohn LLC, and Smith Krivoshey, PC are appointed as class counsel for the Settlement Class.

13. **Settlement Notice**: The Court finds that the dissemination of the Short-Form Notice of Settlement, the Email Notice of Settlement, and the Long Form Notice of Settlement, and the creation of the Settlement Website: (i) were implemented in accordance with the Preliminary Approval Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated under the circumstances to apprise Settlement Class Members of (a) the effect of the proposed Settlement (including Defendant's Released Claims and Plaintiffs' Released Claims), (b) their right to object to or opt out of the Settlement, and (c) their right to appear at the Fairness Hearing; (iv) constituted due, adequate, and sufficient notice to all individuals entitled to receive notice of the proposed Settlement; and (v) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable laws and rules.

14. **Settlement Distribution**: All payments made to Settlement Class Members will be made consistent with the Plan of Allocation and Distribution attached as Exhibit A to the Settlement Agreement, which Plan of Allocation and Distribution is finally approved in full.

15. **Final Settlement Approval and Dismissal of Claims**: Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement Agreement in all respects, and finds that the Settlement is, in all respects, fair, reasonable, and adequate, and in the best interests of the Settlement Class after considering the factors set out in Rule 23(e)(2) and *UAW v. Gen. Motors Corp.,* 497 F.3d 615, 631 (6th Cir. 2007); *see also Hawes v. Macy's*, No. 1:17-cv-754, 2023 U.S. Dist. LEXIS 226617, at *10 (S.D. Ohio Dec. 20, 2023) (finding that the *UAW* factors, which predate the factors listed in Rule 23(e)(2), are "largely subsumed" by Rule 23(e)(2)'s factors). The settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties. The Court finds that the consideration to be paid to members of the Settlement Class is reasonable, and in the best interests of the Settlement Class Members, considering the total value of their claims compared to (i) the disputed factual and legal circumstances of the Action, (ii) affirmative defenses asserted in the Action, and (iii) the potential risks and likelihood of success of pursuing litigation on the merits. The complex legal and factual posture of this case, the parties' exchange of relevant information, and the fact that the Settlement is the result of arms-length negotiations between the Parties aided by mediator Miles Ruthberg of PhillipsADR support this finding. The Court finds that these facts, in addition to the Court's observations throughout the litigation, demonstrate that there was no collusion present in the reaching of the Settlement Agreement, implicit or otherwise.

16. Accordingly, the Settlement Agreement is hereby finally approved in all respects.

17. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Settlement Agreement is hereby incorporated into this Judgment in full and shall have the full force of an Order of this Court.

18. **Dismissal With Prejudice**: All of the claims asserted against Defendant in the Action by Plaintiffs and the other Settlement Class Members are hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in this Judgment, the Settlement Agreement, and/or by other order of the Court.

19. **Binding Effect**: The terms of the Settlement Agreement and of this Judgment shall be binding on Defendant's Released Persons and Plaintiffs' Released Persons. The individuals listed on Exhibit 1 hereto are excluded from the Settlement Class pursuant to request.

20. **Releases**: The releases set forth in Section 4 of the Settlement Agreement, together with the definitions contained in Section 1 of the Settlement Agreement relating thereto, are expressly incorporated herein in all respects. The releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, upon the Effective Date, Plaintiffs' Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Plaintiffs' Released Claims against Defendant's Released Persons with prejudice, whether or not any such Plaintiffs' Released Person shares in the Settlement Fund, and Plaintiffs' Released Persons and anyone claiming through or on behalf of any of them will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting any of the Plaintiffs' Released Claims against any of Defendant's Released Persons.

(b) Without further action by anyone, upon the Effective Date, Defendant's Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Defendant's Released Claims against Plaintiffs' Released Persons with prejudice.

21. Although the foregoing release is not a general release, such release constitutes a waiver of § 1542 of the California Civil Code and any similar statutes (to the extent they apply to the Action). Section 1542 provides as follows:

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

22. Notwithstanding ¶¶ 20(a)-(b) of this Judgment, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Judgment.

23. **Rule 11 Findings**: The Court finds and concludes that the Parties and their respective counsel have complied in all respects with the requirements of Federal Rule of Civil Procedure 11 in connection with the institution, prosecution, defense, and settlement of the Action.

24. **No Admissions**: Neither this Judgment, nor the Settlement Agreement (whether or not consummated), nor the negotiations leading to the execution of the Settlement Agreement, nor any proceedings taken pursuant to or in connection with the Settlement Agreement and/or approval of the Settlement (including any arguments proffered in connection therewith) shall be:

(a) offered against any of Defendant's Released Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of Defendant's Released Persons of the truth of any fact alleged by Plaintiffs, the validity of any

claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind on the part of any of Defendant's Released Persons; or

(b) offered against any of the Plaintiffs' Released Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Plaintiffs' Released Persons that any of their claims are without merit or that any of Defendant's Released Persons had meritorious defenses.

(c) Notwithstanding the above, nothing in this ¶ 24 shall prevent this Judgment (including its exhibits), the Settlement Agreement, the negotiations leading to the execution of the Settlement Agreement, or any proceedings taken pursuant to or in connection with the Settlement Agreement and/or approval of the Settlement (including any arguments proffered in connection therewith) from being used, offered, or received in evidence in any proceeding to enforce any or all of the terms of the Settlement Agreement or this Judgment.

25. **Retention of Jurisdiction**: Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (i) the Parties for purposes of the administration, interpretation, implementation, and enforcement of the Settlement; and (ii) the Settlement Class Members for all matters relating to the Action.

26. **Award of Attorneys' Fees, Costs, and Expenses, and Service Awards**: The Court has also considered Plaintiffs' Motion for Attorneys' Fees and Expenses, and for Service Awards (ECF No. [XX]), as well as the supporting memorandum of law and declarations, and adjudges that the payment of attorneys' fees to Class Counsel (Bursor & Fisher, P.A., Arisohn LLC, and Smith Krivoshey, PC) in the amount of $_____, and costs and expenses in the amount of $_____, is reasonable in light of the multi-factor test used to evaluate fee awards in

the Sixth Circuit, and hereby awards said amounts to Class Counsel (Bursor & Fisher, P.A., Arisohn LLC, and Smith Krivoshey, PC). *Ramey v. Cincinnati Enquirer, Inc.*, 508 F.2d 1188, 1196 (6th Cir. 1974). The payment of the amounts awarded in this ¶ 26 shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement, subject to Class Counsel executing the undertaking attached to the Settlement Agreement as Exhibit G and filing it with the Court.

27. The Court has also considered Plaintiffs' motion, memorandum of law, and supporting declarations for Service Awards to Plaintiffs Judy Kirkbride and Beeta Lewis. The Court adjudges that the payment of a Service Award in the amount of $_____ each to Plaintiffs Judy Kirkbride and Beeta Lewis, to compensate them for their efforts and commitment on behalf of the Settlement Class, is fair, reasonable, and justified under the circumstances of this case. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

28. The Court GRANTS Plaintiffs' Motion for Attorneys' Fees and Expenses, and for Service Awards (ECF No. [XX]) in full.

29. **Modification of the Settlement Agreement**: Without further approval from the Court, Plaintiffs and Defendant are authorized to agree to and adopt such amendments or modifications of the Settlement Agreement to effectuate the Settlement provided that such amendments or modifications: (i) are not materially inconsistent with this Judgment; and (ii) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, Plaintiffs and Defendant may agree to reasonable extensions of time to carry out any provisions of the Settlement.

30. **Entry of Final Judgment**: There is no just reason to delay the entry of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final judgment in this Action.

IT IS SO ORDERED.

DATED: _____ _____

THE HONORABLE ALGENON L. MARBLEY
UNITED STATES DISTRICT JUDGE

EXHIBIT G

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

JUDY KIRKBRIDE and BEETA LEWIS, individually and on behalf of all others similarly situated, Plaintiffs, vs. THE KROGER CO., Defendant.	)	Case No. 2:21-cv-00022-ALM-EPD Chief Judge Algenon L. Marbley Magistrate Judge Elizabeth Deavers

STIPULATION REGARDING UNDERTAKING RE: ATTORNEYS' FEES, COSTS, AND EXPENSES

Plaintiffs Judy Kirkbride and Beeta Lewis ("Plaintiffs"), by and through their undersigned counsel, Defendant The Kroger Co. ("Kroger," and with Plaintiffs, "the Parties"), and Plaintiffs' undersigned counsel, stipulate, and agree as follows:

WHEREAS, Bursor & Fisher P.A., Arisohn LLC, and Smith Krivoshey, P.C., and their shareholders and/or equity partners (collectively, the "Firms"), desire to give an undertaking (the "Undertaking") for repayment of their shares of the award of attorneys' fees, costs, and expenses approved by the Court, and

WHEREAS, Kroger does not object to the Undertaking.

NOW, THEREFORE, capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement between the Parties dated March 12, 2026 (the "Settlement Agreement").

By receiving any payments pursuant to the Settlement Agreement, the Firms and their shareholders and/or equity partners hereby submit to the jurisdiction of the United States District

Court for the Southern District of Ohio for the purpose of enforcing the provisions of this Undertaking, including resolving any and all disputes relating to or arising out of the reimbursement obligation set forth herein and in the Settlement Agreement.

If there is an objection and appeal of the Judgment, the Firms shall place their share of the attorneys' fees and costs paid from the Settlement Amount in an interest-bearing account pending the outcome of the appeal and any subsequent relevant proceedings. In the event that the Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, the Firms (and, if necessary, their shareholders and/or equity partners) shall, within thirty (30) days, repay to the Settlement Fund, their share of the attorneys' fees and costs paid to the Firms from the Settlement Amount, including any interest actually accrued.

In the event the Judgment is upheld, but the attorneys' fees, costs, and expenses awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, the Firms (and, if necessary, their shareholders and/or equity partners) shall, within thirty (30) days, repay to the Settlement Fund their share of the attorneys' fees and costs paid to the Firms from the Settlement Amount in the amount vacated or modified, including any accrued interest.

This Undertaking and all obligations set forth herein shall expire upon finality of all appeals of the Judgment.

In the event the Firms and/or their shareholders and/or equity partners fail to repay to Kroger any of attorneys' fees and costs that are owed pursuant to this Undertaking, the Court shall, upon application of Kroger, and notice to the Firms, summarily issue orders, including but not limited to judgments and attachment orders against the Firms (and, if necessary, their shareholders

and/or equity partners), award attorneys' fees and costs to Kroger for their collection efforts, and may make appropriate findings for sanctions for contempt of court.

The undersigned stipulate, warrant, and represent that they have both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of their respective law firms.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile shall be as effective as original signatures.

The undersigned declare under penalty of perjury under the laws of the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: _____, 2026 BURSOR & FISHER, P.A.

_____
By: Scott A. Bursor, on behalf of Bursor & Fisher, P.A. and its shareholders and/or equity partners
Attorneys for Plaintiffs and Class Counsel

DATED: _____, 2026 ARISOHN LLC

_____
By: Joshua D. Arisohn, on behalf of Arisohn LLC and its shareholders and/or equity partners
Attorneys for Plaintiffs and Class Counsel

DATED: _____, 2026 SMITH KRIVOSHEY, P.C.

_____
By: Joel D. Smith, on behalf of Smith Krivoshey, P.C. and its shareholders and/or equity partners
Attorneys for Plaintiffs and Class Counsel

DATED: _____, 2026

REED SMITH LLP

_____
By: Michael S. Leib
Attorney for Defendant The Kroger Co.

EXHIBIT B

Ralphs Pharmacy Lodestar			
ATTY	**HOURS**	**RATE**	**TOTAL**
JIM	275.40	$1,400	$385,560.00
JDA	1034.50	$1,050	$1,086,225.00
JDS	376.00	$1,000	$376,000.00
VAS	20.00	$900	$18,000.00
AJO	1055.00	$875	$923,125.00
SNM	70.00	$750	$52,500.00
IR	173.90	$600	$104,340.00
IDV	4.40	$550	$2,420.00
ERH	6.50	$450	$2,925.00
RGT	9.00	$450	$4,050.00
JRR	2.00	$425	$850.00
RSR	3.00	$425	$1,275.00
JMF	23.50	$425	$9,987.50
SER	7.00	$425	$2,975.00
JGM	0.10	$425	$42.50
DLS	0.50	$425	$212.50
AMW	3.10	$400	$1,240.00
JAG	28.00	$375	$10,500.00
RKA	3.90	$350	$1,365.00
ATA	23.50	$350	$8,225.00
	3119.3		$2,991,817.50
		Expenses:	$556,876.83
		Total:	**$3,548,694.33**

B&F HOURLY RATES

(As of 1/15/2026)

2026

Timekeeper (Class Year) (Title)	2025 Rate
Scott A. Bursor (1997) (Partner)	$1500
L. Timothy Fisher (1997) (Partner)	$1500
Joseph I. Marchese (2002) (Partner)	$1400
Sarah N. Westcot (2009) (Partner)	$1200
Neal J. Deckant (2011) (Partner)	$1100
Yitz Z. Kopel (2012) (Partner)	$1100
Philip L. Fraietta (2014) (Partner)	$1000
Alec M. Leslie (2016) (Partner)	$950
Stephen A. Beck (2018) (Partner)	$850
Max S. Roberts (2019) (Partner)	$800
Victoria Sheehy (2003) (Senior Staff Attorney)	$900
Daniel S. Guerra (2009) (Counsel)	$900
Andrew J. Obergfell (2016) (Counsel)	$875
Stefan Bogdanovich (2018) (Associate)	$800
Daniel Wolf (2018) (Associate)	$800
Spencer N. Migotsky (2019) (Associate)	$750
Matthew A. Girardi (2020) (Associate)	$700
Julian C. Diamond (2020) (Associate)	$700
Julia K. Venditti (2020) (Associate)	$700
Xavier Johnson (2020) (Staff Attorney)	$650
Kaili C. Lynn (2021) (Associate)	$650
Jenna L. Gavenman (2022) (Staff Attorney)	$600
Ira Rosenberg (2022) (Associate)	$600
Luke Sironski-White (2022) (Associate)	$600
Luis R. Fernandez (2022) (Staff Attorney)	$550
Mujghan Ahmad (2022) (Staff Attorney)	$550
Ines Diaz-Villafana (2023) (Associate)	$550
Caroline C. Donovan (2023) (Associate)	$550
Joshua B. Glatt (2023) (Associate)	$550
Kyle Gordon (2023) (Associate)	$550
Joshua L. Wilner (2023) (Associate)	$550
Victoria Zhou (2023) (Associate)	$550
Eleanor R. Grasso (2024) (Associate)	$500
Logan J. Hagerty (2024) (Associate)	$500
Karen Valenzuela (2024) (Associate)	$500
Ryan B. Martin (2024) (Associate)	$500
Zachery J. Braverman (2025) (Associate)	$450
Emma Harman (2025) (Associate)	$450

Kevin A. Kapral (2025) (Associate)	$450
Celina Reynes (2025) (Associate)	$450
Ryan G. Twitchell (2025) (Associate)	$450
Lauren A. VanHemel (2025) (Associate)	$450
Nina Y. Mirzai (2025) Associate)	$450
Debbie L. Schroeder (Senior Litigation Support Specialist)	$425
Rebecca Michie (Senior Litigation Support Specialist)	$425
J. Georgina McCulloch (Senior Litigation Support Specialist)	$425
Molly C. Sasseen (Senior Litigation Support Specialist)	$425
Steven E. Riley (Senior Litigation Support Specialist)	$425
Judy Fontanilla (Senior Litigation Support Specialist)	$425
Diego A. Rivera (Senior Litigation Support Specialist)	$425
Jocelyn Reyes (Senior Litigation Support Specialist)	$425
Michelle Grutman (Senior Litigation Support Specialist)	$425
Alex Riggsby (Litigation Support Specialist)	$375
Hannah Grunden (Litigation Support Specialist)	$375
Alex J. Riggsby (Litigation Support Specialist)	$375
Cesar A. Zamudio (Litigation Support Specialist)	$375
Jade A. Greer (Litigation Support Specialist)	$375
Jessica A. Kelley (Litigation Support Specialist)	$375
Monica A. Castro (Litigation Support Specialist)	$375
Ashley Dever (Litigation Support Specialist)	$375
Gabriela Morales (Litigation Support Specialist)	$375
Brian Palmer (Litigation Support Specialist)	$375
Ariana Danao (Litigation Support Specialist)	$375
Elvira M. Zamora (Litigation Support Specialist)	$375
Javier A. Garcia (Litigation Support Specialist)	$375
Katherine N. Blanco (Litigation Support Specialist)	$375
Erika Powell (Litigation Support Specialist)	$375
Kaylyn N. Rodriguez (Litigation Support Specialist)	$375
Daniel Curtis (Litigation Support Specialist)	$375
Gabriella Delgado (Litigation Support Specialist)	$375
Sofia Doinguez (Litigation Support Specialist)	$375
Tania Fernandez (Litigation Support Specialist)	$375
Emma Fisher (Litigation Support Specialist)	$375
Nicole Kuryel (Litigation Support Specialist)	$375
Jazmin Lomeli (Litigation Support Specialist)	$375
Jennifer Madrano (Litigation Support Specialist)	$375
Rachel Manzo (Litigation Support Specialist)	$375
Natasha Marquez (Litigation Support Specialist)	$375
Alexandra Naranjo (Litigation Support Specialist)	$375
Enosha Oliver (Litigation Support Specialist)	$375
Hannah Ramirez (Litigation Support Specialist)	$375
Miranda Rodriguez (Litigation Support Specialist)	$375
Marcella Taylor (Litigation Support Specialist)	$375

Cole Watson (Litigation Support Specialist)	$375

DATE	MATTER	ATTY	DESCRIPTION	TIME	RATE	AMOUNT
2020.07.10	Ralphs Pharmacy	JDA	Call with Beth Majeroni, consulting expert	0.4	$1,050.00	$420.00
2020.07.20	Ralphs Pharmacy	JDA	Review email from B. Majeroni regarding Kroger	0.8	$1,050.00	$840.00
2020.07.21	Ralphs Pharmacy	JDA	Research Kroger prescriptions for pre-suit investigation	3.4	$1,050.00	$3,570.00
2020.07.21	Ralphs Pharmacy	JDA	Call with B. Majeroni and J. Smith	1.3	$1,050.00	$1,365.00
2020.07.22	Ralphs Pharmacy	JDA	Conduct pre-suit investigation; including researching holdings in related CVS case	4.7	$1,050.00	$4,935.00
2020.07.22	Ralphs Pharmacy	JDA	Research Kroger prescriptions for pre-suit investigation	3.0	$1,050.00	$3,150.00
2020.07.22	Ralphs Pharmacy	JDA	Draft complaint	6.2	$1,050.00	$6,510.00
2020.07.23	Ralphs Pharmacy	JDA	Kroger pre-suit investigation	6.5	$1,050.00	$6,825.00
2020.07.24	Ralphs Pharmacy	JDA	Kroger pre-suit investigation	6.0	$1,050.00	$6,300.00
2020.07.27	Ralphs Pharmacy	JDA	Kroger pre-suit investigation	4.5	$1,050.00	$4,725.00
2020.07.28	Ralphs Pharmacy	JDA	Call with B. Majeroni re Kroger	0.5	$1,050.00	$525.00
2020.08.03	Ralphs Pharmacy	JDA	Speak with Kroger potential class members	2.5	$1,050.00	$2,625.00
2020.08.03	Ralphs Pharmacy	JDS	Kroger / Ralph's drug pricing pre-suit investigation	0.3	$1,000.00	$300.00
2020.08.04	Ralphs Pharmacy	JDA	Speak with Kroger potential class members	4.5	$1,050.00	$4,725.00
2020.08.04	Ralphs Pharmacy	JDS	Kroger / Ralph's drug pricing pre-suit investigation	0.5	$1,000.00	$500.00
2020.08.06	Ralphs Pharmacy	JDS	Kroger / Ralph's drug pricing pre-suit investigation	0.2	$1,000.00	$200.00
2020.08.17	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	2.0	$425.00	$850.00
2020.08.18	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	1.5	$425.00	$637.50
2020.08.19	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.6	$425.00	$255.00
2020.08.20	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.3	$425.00	$127.50
2020.08.24	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.2	$425.00	$85.00
2020.08.25	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.2	$425.00	$85.00
2020.08.27	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.3	$425.00	$127.50
2020.08.28	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	1.5	$425.00	$637.50
2020.09.02	Ralphs Pharmacy	JDA	Discuss case with client	0.3	$1,050.00	$315.00
2020.09.03	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.2	$425.00	$85.00
2020.09.08	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.2	$425.00	$85.00
2020.09.09	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.3	$425.00	$127.50
2020.09.10	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.3	$425.00	$127.50
2020.09.11	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.2	$425.00	$85.00
2020.09.16	Ralphs Pharmacy	JDA	Call with B. Majeroni	0.5	$1,050.00	$525.00
2020.09.17	Ralphs Pharmacy	JDA	Research drug discounts as part of pre-suit investigation	1.5	$1,050.00	$1,575.00
2020.09.21	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.5	$425.00	$212.50
2020.09.22	Ralphs Pharmacy	JMF	Discussed pre-suit investigation for Ralphs Pharmacy with attys.	0.2	$425.00	$85.00
2020.09.22	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.5	$425.00	$212.50
2020.09.29	Ralphs Pharmacy	JMF	Responded to potential client regarding the Ralphs Pharmacy investigation	0.2	$425.00	$85.00
2020.10.06	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	1.0	$425.00	$425.00
2020.10.08	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	1.0	$425.00	$425.00
2020.10.13	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	2.0	$425.00	$850.00
2020.10.14	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	1.0	$425.00	$425.00

2020.10.23	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.5	$425.00	$212.50
2020.10.27	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.2	$425.00	$85.00
2020.10.28	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.5	$425.00	$212.50
2020.10.29	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.8	$425.00	$340.00
2020.11.06	Ralphs Pharmacy	JMF	Emailed attys re Ralphs Pharmacy investigation	0.2	$425.00	$85.00
2020.11.10	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.3	$425.00	$127.50
2020.11.12	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.4	$425.00	$170.00
2020.11.16	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation	0.2	$425.00	$85.00
2020.11.18	Ralphs Pharmacy	JMF	Assisted in pre-suit investigation; discussed with attorneys	2.0	$425.00	$850.00
2020.11.20	Ralphs Pharmacy	JMF	Called potential client (.7), prepared and sent retainer agreement (.3), opened new matter number and saved client documents to box (.2), additional attention to pre-suit investigation (.2).	1.4	$425.00	$595.00
2020.12.15	Ralphs Pharmacy	JDA	Draft complaint	5.9	$1,050.00	$6,195.00
2020.12.16	Ralphs Pharmacy	JDA	Draft complaint	5.5	$1,050.00	$5,775.00
2020.12.17	Ralphs Pharmacy	JDA	Discuss case with B. Majeroni	0.4	$1,050.00	$420.00
2020.12.18	Ralphs Pharmacy	JDA	Review Rite Aid matter as part of pre-suit investigation	4.5	$1,050.00	$4,725.00
2020.12.21	Ralphs Pharmacy	JDA	Review client materials	2.5	$1,050.00	$2,625.00
2020.12.22	Ralphs Pharmacy	JDA	Draft complaint	3.8	$1,050.00	$3,990.00
2020.12.23	Ralphs Pharmacy	JDA	Draft complaint	6.5	$1,050.00	$6,825.00
2020.12.28	Ralphs Pharmacy	JDA	Draft complaint	6.0	$1,050.00	$6,300.00
2020.12.29	Ralphs Pharmacy	JDA	Review filings in CVS case as part of pre-suit investigation	1.5	$1,050.00	$1,575.00
2020.12.29	Ralphs Pharmacy	JDA	Discuss case with client	0.3	$1,050.00	$315.00
2021.01.03	Ralphs Pharmacy	JDS	Edit complaint; conduct factual research regarding claims	1.0	$1,000.00	$1,000.00
2021.01.04	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2021.01.04	Ralphs Pharmacy	JDA	Review redlines from J. Smith	0.5	$1,050.00	$525.00
2021.01.04	Ralphs Pharmacy	JDA	Revise complaint	0.5	$1,050.00	$525.00
2021.01.04	Ralphs Pharmacy	JDA	Prepare summons	0.3	$1,050.00	$315.00
2021.01.04	Ralphs Pharmacy	JDA	Prepare civil cover sheet	0.3	$1,050.00	$315.00
2021.01.04	Ralphs Pharmacy	JDA	Finalize complaint	4.0	$1,050.00	$4,200.00
2021.01.04	Ralphs Pharmacy	JDA	Discuss case with S. Simpkins	0.3	$1,050.00	$315.00
2021.01.04	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding complaint and next steps	0.3	$1,000.00	$300.00
2021.01.05	Ralphs Pharmacy	JDA	Finalize documents for filing	1.1	$1,050.00	$1,155.00
2021.01.07	Ralphs Pharmacy	JDS	Attention to pro hac vice motions	0.1	$1,000.00	$100.00
2021.01.11	Ralphs Pharmacy	JDS	Attention to pro hac vice application	0.2	$1,000.00	$200.00
2021.01.20	Ralphs Pharmacy	JDS	Attention to pro hac application	0.3	$1,000.00	$300.00
2021.01.21	Ralphs Pharmacy	JDS	Updated deadlines/ calendars	0.1	$1,000.00	$100.00
2021.01.25	Ralphs Pharmacy	JDS	Attention to ECF credentials for e-filing	0.3	$1,000.00	$300.00
2021.02.04	Ralphs Pharmacy	JDA	Review filings in Corcoran action	0.4	$1,050.00	$420.00
2021.02.09	Ralphs Pharmacy	JDS	Updated deadlines/ calendars	0.1	$1,000.00	$100.00
2021.02.17	Ralphs Pharmacy	JDA	Draft request for entry of default	0.7	$1,050.00	$735.00
2021.02.18	Ralphs Pharmacy	JDA	Speak with defense counsel	0.2	$1,050.00	$210.00
2021.02.18	Ralphs Pharmacy	JDA	Review proposed stipulation	0.2	$1,050.00	$210.00

2021.02.18	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding status of case and next steps	0.2	$1,000.00	$200.00
2021.02.23	Ralphs Pharmacy	JDS	Review order; update calendar	0.1	$1,000.00	$100.00
2021.02.25	Ralphs Pharmacy	JDS	Revise and edit RFPs; email J. Arisohn regarding the same	0.4	$1,000.00	$400.00
2021.02.25	Ralphs Pharmacy	JDS	Conduct legal research regarding claims	1.0	$1,000.00	$1,000.00
2021.03.01	Ralphs Pharmacy	JDA	Discuss next steps with J. Smith	0.1	$1,050.00	$105.00
2021.03.01	Ralphs Pharmacy	JDA	Draft 26(f) report	1.7	$1,050.00	$1,785.00
2021.03.01	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding status of case and next steps	0.1	$1,000.00	$100.00
2021.03.09	Ralphs Pharmacy	JDA	Discuss case with Defendant's counsel	0.2	$1,050.00	$210.00
2021.03.10	Ralphs Pharmacy	JDA	Review Defendant's proposed motion and order	0.2	$1,050.00	$210.00
2021.03.10	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding initial CMC statement and status of case	0.3	$1,000.00	$300.00
2021.03.11	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2021.03.11	Ralphs Pharmacy	JDA	Attend 26(f) conference	0.4	$1,050.00	$420.00
2021.03.11	Ralphs Pharmacy	JDA	Finalize and serve discovery	0.5	$1,050.00	$525.00
2021.03.11	Ralphs Pharmacy	JDS	Prepare for and attend call with opposing counsel	0.4	$1,000.00	$400.00
2021.03.11	Ralphs Pharmacy	JDS	Review recent filing; update calendar	0.2	$1,000.00	$200.00
2021.03.11	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding status of case and next steps	0.3	$1,000.00	$300.00
2021.03.12	Ralphs Pharmacy	JDA	Review Walgreens case	2.5	$1,050.00	$2,625.00
2021.03.12	Ralphs Pharmacy	JDA	Investigate Texas claims	0.8	$1,050.00	$840.00
2021.03.12	Ralphs Pharmacy	JDA	Revise 26(f) report	1.4	$1,050.00	$1,470.00
2021.03.12	Ralphs Pharmacy	JDS	Review and edit FRCP 26(f) statement; analyze S.D. Ohio model protective order	0.8	$1,000.00	$800.00
2021.03.16	Ralphs Pharmacy	JDA	Finalize 26(f) report	0.5	$1,050.00	$525.00
2021.03.16	Ralphs Pharmacy	JDS	Review defendant's edits to R26 statement	0.2	$1,000.00	$200.00
2021.03.22	Ralphs Pharmacy	JDA	Review protective order proposal	0.5	$1,050.00	$525.00
2021.03.22	Ralphs Pharmacy	JDS	Review draft protective order; email J. Arisohn regarding the same	0.4	$1,000.00	$400.00
2021.03.22	Ralphs Pharmacy	JDS	Review order; update calendar	0.2	$1,000.00	$200.00
2021.03.24	Ralphs Pharmacy	JDA	Review protective order proposal and motion	0.5	$1,050.00	$525.00
2021.03.26	Ralphs Pharmacy	JDS	review recent court filing	0.1	$1,000.00	$100.00
2021.03.29	Ralphs Pharmacy	JDA	Review witness lists in CVS matter	0.5	$1,050.00	$525.00
2021.03.29	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding case status and next steps	0.2	$1,000.00	$200.00
2021.03.29	Ralphs Pharmacy	JDS	Review order; update calendar	0.1	$1,000.00	$100.00
2021.03.30	Ralphs Pharmacy	JDS	Updated deadlines/ calendars	0.1	$1,000.00	$100.00
2021.03.31	Ralphs Pharmacy	JDA	Watch CVS v. Corcoran pretrial conference	1.1	$1,050.00	$1,155.00
2021.04.02	Ralphs Pharmacy	JDA	Prepare for Case Management Conference	3.4	$1,050.00	$3,570.00
2021.04.02	Ralphs Pharmacy	JDS	Analyze client data	0.5	$1,000.00	$500.00
2021.04.05	Ralphs Pharmacy	JDA	Prepare for Case Management Conference	0.5	$1,050.00	$525.00
2021.04.05	Ralphs Pharmacy	JDA	Attend Case Management Conference	0.1	$1,050.00	$105.00
2021.04.05	Ralphs Pharmacy	JDS	Prepare for and attend Case Management Conference	0.2	$1,000.00	$200.00
2021.04.09	Ralphs Pharmacy	JDA	Draft opposition to motion to stay	4.8	$1,050.00	$5,040.00
2021.04.09	Ralphs Pharmacy	JDA	Review motion to stay	0.8	$1,050.00	$840.00
2021.04.12	Ralphs Pharmacy	JDA	Discuss case with B. Majeroni	0.8	$1,050.00	$840.00
2021.04.12	Ralphs Pharmacy	JDA	Finalize opposition to motion to stay	0.7	$1,050.00	$735.00

2021.04.12	Ralphs Pharmacy	JDA	Draft First Amended Complaint	6.4	$1,050.00	$6,720.00
2021.04.12	Ralphs Pharmacy	JDS	Analyze Motion to Dismiss	0.5	$1,000.00	$500.00
2021.04.12	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding next steps	0.3	$1,000.00	$300.00
2021.04.13	Ralphs Pharmacy	JDA	Discuss First Amended Complaint with B. Majeroni	0.3	$1,050.00	$315.00
2021.04.13	Ralphs Pharmacy	JDA	Draft First Amended Complaint	1.5	$1,050.00	$1,575.00
2021.04.14	Ralphs Pharmacy	JDA	Review Mackert purchases	2.8	$1,050.00	$2,940.00
2021.04.14	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding status of case and next steps	0.3	$1,000.00	$300.00
2021.04.15	Ralphs Pharmacy	JDA	Draft initial disclosures	1.5	$1,050.00	$1,575.00
2021.04.15	Ralphs Pharmacy	JDA	Review ESI protocol	0.4	$1,050.00	$420.00
2021.04.15	Ralphs Pharmacy	JDS	Attention to initial disclosures	0.4	$1,000.00	$400.00
2021.04.15	Ralphs Pharmacy	JDS	Attention to ESI protocol	0.4	$1,000.00	$400.00
2021.04.16	Ralphs Pharmacy	JDA	Review motion to strike	1.8	$1,050.00	$1,890.00
2021.04.16	Ralphs Pharmacy	JDS	Review motion to strike class allegations	0.2	$1,000.00	$200.00
2021.04.16	Ralphs Pharmacy	JDS	Review deadlines and next steps in case/update calendar	0.1	$1,000.00	$100.00
2021.04.19	Ralphs Pharmacy	JDA	Research additional clients	5.4	$1,050.00	$5,670.00
2021.04.19	Ralphs Pharmacy	JDA	Discuss case with B. Majeroni	0.4	$1,050.00	$420.00
2021.04.19	Ralphs Pharmacy	JDA	Draft opposition to motion to strike	1.5	$1,050.00	$1,575.00
2021.04.19	Ralphs Pharmacy	JDS	Conduct legal research for amended complaint	1.3	$1,000.00	$1,300.00
2021.04.19	Ralphs Pharmacy	JDS	Revew initial disclosures	0.3	$1,000.00	$300.00
2021.04.20	Ralphs Pharmacy	JDA	Draft First Amended Complaint	3.8	$1,050.00	$3,990.00
2021.04.20	Ralphs Pharmacy	JDS	Conduct legal research for amended complaint	1.0	$1,000.00	$1,000.00
2021.04.21	Ralphs Pharmacy	JDA	Draft First Amended Complaint	6.5	$1,050.00	$6,825.00
2021.04.26	Ralphs Pharmacy	JDA	Finalize First Amended Complaint	0.5	$1,050.00	$525.00
2021.04.26	Ralphs Pharmacy	JDA	Review purchases of P. Berger	3.7	$1,050.00	$3,885.00
2021.04.27	Ralphs Pharmacy	JDA	Finalize First Amended Complaint	2.3	$1,050.00	$2,415.00
2021.04.28	Ralphs Pharmacy	JDS	Conduct legal research for amended complaint; edit amended complaint; contact J. Arisohn regarding the same	1.1	$1,000.00	$1,100.00
2021.05.13	Ralphs Pharmacy	JDA	Review Motion to Dismiss the First Amended Complaint	1.5	$1,050.00	$1,575.00
2021.05.14	Ralphs Pharmacy	JDA	Draft opposition to Motion to Dismiss the First Amended Complaint	7.7	$1,050.00	$8,085.00
2021.05.14	Ralphs Pharmacy	JDS	Analyze Motion to Dismiss; contact J. Arisohn regarding planning for opposition brief	0.7	$1,000.00	$700.00
2021.05.17	Ralphs Pharmacy	JDA	Draft opposition to Motion to Dismiss First Amended Complaint	4.2	$1,050.00	$4,410.00
2021.05.17	Ralphs Pharmacy	JDS	Review currend deadlines; update calendars	0.1	$1,000.00	$100.00
2021.05.18	Ralphs Pharmacy	JDA	Draft opposition to Motion to Dismiss First Amended Complaint	3.3	$1,050.00	$3,465.00
2021.05.18	Ralphs Pharmacy	JDS	Analyze Motion to Dismiss / injunction issue; contact J. Arisohn regarding the same	0.4	$1,000.00	$400.00
2021.05.19	Ralphs Pharmacy	JDA	Draft opposition to Motion to Dismiss the First Amended Complaint	6.7	$1,050.00	$7,035.00
2021.05.19	Ralphs Pharmacy	JDS	Contact J. Arisohn regarding case strategy and next steps	0.2	$1,000.00	$200.00
2021.05.19	Ralphs Pharmacy	JDS	Review motion to strike	0.3	$1,000.00	$300.00
2021.05.20	Ralphs Pharmacy	JDA	Draft opposition to motion to strike	8.5	$1,050.00	$8,925.00
2021.05.20	Ralphs Pharmacy	JDS	Proofread and edit opposition to Motion to Dismiss; conduct legal research for the same; contact J. Arisohn regarding the same	1.6	$1,000.00	$1,600.00
2021.05.21	Ralphs Pharmacy	JDA	Draft opposition to motion to strike	7.1	$1,050.00	$7,455.00

2021.05.21	Ralphs Pharmacy	JDS	MTS	1.3	$1,000.00	$1,300.00
2021.05.24	Ralphs Pharmacy	JDA	Draft opposition to motion to strike	5.5	$1,050.00	$5,775.00
2021.05.24	Ralphs Pharmacy	JDS	Proofread and edit MTS opposition	1.1	$1,000.00	$1,100.00
2021.05.25	Ralphs Pharmacy	JDA	Finalize opposition to motion to strike	2.8	$1,050.00	$2,940.00
2021.05.27	Ralphs Pharmacy	JDS	Review currend deadlines; update calendars	0.1	$1,000.00	$100.00
2021.06.03	Ralphs Pharmacy	JDS	Monitor CVS matter	0.3	$1,000.00	$300.00
2021.06.04	Ralphs Pharmacy	JDS	Analyze reply in support of Motion to Dismiss	0.5	$1,000.00	$500.00
2021.06.07	Ralphs Pharmacy	JDS	Monitor Corcoran case; contact J. Arisohn regarding the same	0.4	$1,000.00	$400.00
2021.06.08	Ralphs Pharmacy	JDS	Review currend deadlines; update calendars	0.1	$1,000.00	$100.00
2021.06.23	Ralphs Pharmacy	JDS	Monitor CVS matter	0.4	$1,000.00	$400.00
2021.06.28	Ralphs Pharmacy	JDS	Review order on motion to stay	0.2	$1,000.00	$200.00
2021.06.29	Ralphs Pharmacy	JDA	Review order on motion to stay discovery	0.3	$1,050.00	$315.00
2021.07.30	Ralphs Pharmacy	JDS	Review current deadlines; update calendars	0.1	$1,000.00	$100.00
2021.08.09	Ralphs Pharmacy	JDS	Review deadlines and case status; update calendars	0.1	$1,000.00	$100.00
2021.09.10	Ralphs Pharmacy	JDS	Review case status and deadlines; update calendar	0.1	$1,000.00	$100.00
2022.01.04	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding status of case and next steps	0.3	$1,000.00	$300.00
2022.07.13	Ralphs Pharmacy	JDS	Work on discovery plan	1.3	$1,000.00	$1,300.00
2022.07.13	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding status of case and next steps	0.2	$1,000.00	$200.00
2022.07.13	Ralphs Pharmacy	JDS	Monitor status of similar cases	0.3	$1,000.00	$300.00
2022.07.13	Ralphs Pharmacy	JDS	Analyze Motion to Dismiss order, and develop plan for next steps	0.7	$1,000.00	$700.00
2022.07.20	Ralphs Pharmacy	JDA	Reply to email from defense counsel	0.3	$1,050.00	$315.00
2022.07.20	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2022.07.20	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding status of case and next steps (.3); work on discovery strategy (1.2)	1.5	$1,000.00	$1,500.00
2022.07.22	Ralphs Pharmacy	JDS	Review order; update calendar	0.1	$1,000.00	$100.00
2022.07.26	Ralphs Pharmacy	JDA	Discuss case strategy with J. Smith	0.3	$1,050.00	$315.00
2022.07.26	Ralphs Pharmacy	JDA	Prepare for meet and confer	0.7	$1,050.00	$735.00
2022.07.26	Ralphs Pharmacy	JDA	Meet and confer call with Defendant	0.5	$1,050.00	$525.00
2022.07.26	Ralphs Pharmacy	JDS	Call with opposing counsel	0.6	$1,000.00	$600.00
2022.07.26	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding status of case and next steps	0.3	$1,000.00	$300.00
2022.07.26	Ralphs Pharmacy	JDS	Prepare for call with opposing counsel	0.4	$1,000.00	$400.00
2022.07.27	Ralphs Pharmacy	JDA	Review motion to strike affirmative defenses	0.6	$1,050.00	$630.00
2022.07.27	Ralphs Pharmacy	JDS	Draft motion to strike affirmative defenses; supervise filing of same; contact local counsel re same	2.7	$1,000.00	$2,700.00
2022.07.27	Ralphs Pharmacy	JDS	Analyze answer; research potential motion to strike affirmative defenses	2.3	$1,000.00	$2,300.00
2022.07.28	Ralphs Pharmacy	JDA	Research experts	4.2	$1,050.00	$4,410.00
2022.07.28	Ralphs Pharmacy	JDA	Prepare for status conference	0.8	$1,050.00	$840.00
2022.07.28	Ralphs Pharmacy	JDA	Attend status conference	0.2	$1,050.00	$210.00
2022.07.28	Ralphs Pharmacy	JDS	Prepare for and attend status conference	0.2	$1,000.00	$200.00
2022.07.29	Ralphs Pharmacy	JDA	Research experts	2.9	$1,050.00	$3,045.00
2022.07.29	Ralphs Pharmacy	JDA	Discuss experts with J. Smith	0.3	$1,050.00	$315.00
2022.07.29	Ralphs Pharmacy	JDS	Analyze Corcoran and Forth cases and docket entries; work on discovery plan	3.6	$1,000.00	$3,600.00
2022.08.01	Ralphs Pharmacy	JDA	Call with Dr. Schafermeyer	0.5	$1,050.00	$525.00

2022.08.01	Ralphs Pharmacy	JDS	Meet with expert consultant	0.8	$1,000.00	$800.00
2022.08.01	Ralphs Pharmacy	JDS	Analyze dockets and filings in similar U&C cases	1.4	$1,000.00	$1,400.00
2022.08.02	Ralphs Pharmacy	JDS	Analyze docket in Forth case; develop discovery plan	1.4	$1,000.00	$1,400.00
2022.08.03	Ralphs Pharmacy	JDA	Discuss schedule with J. Smith	0.3	$1,050.00	$315.00
2022.08.03	Ralphs Pharmacy	JDA	Review 26(f) report	0.3	$1,050.00	$315.00
2022.08.03	Ralphs Pharmacy	JDS	Meet with J. Arisohn regardind status of case and next steps	0.3	$1,000.00	$300.00
2022.08.03	Ralphs Pharmacy	JDS	Analyze discovery requests to plaintiffs; develop plan for responses and objections	1.0	$1,000.00	$1,000.00
2022.08.03	Ralphs Pharmacy	JDS	Analyze proceedings in Forth case	2.0	$1,000.00	$2,000.00
2022.08.03	Ralphs Pharmacy	JDS	Develop discovery plan	1.6	$1,000.00	$1,600.00
2022.08.04	Ralphs Pharmacy	JDA	Attend meet and confer call with defense counsel about scheduling	0.2	$1,050.00	$210.00
2022.08.04	Ralphs Pharmacy	JDA	Negotiate 26(f) report	1.6	$1,050.00	$1,680.00
2022.08.04	Ralphs Pharmacy	JDA	Review clients' TPPs	0.7	$1,050.00	$735.00
2022.08.04	Ralphs Pharmacy	JDA	Draft letter to Defendant about mediation	3.4	$1,050.00	$3,570.00
2022.08.04	Ralphs Pharmacy	JDS	Call with opposing counsel	0.2	$1,000.00	$200.00
2022.08.04	Ralphs Pharmacy	JDS	Analyze Corcoran and Forth cases and docket entries; work on discovery plan	1.2	$1,000.00	$1,200.00
2022.08.04	Ralphs Pharmacy	JDS	Conduct factual research regarding claims	2.0	$1,000.00	$2,000.00
2022.08.05	Ralphs Pharmacy	JDA	Draft letter to Defendant about mediation	0.4	$1,050.00	$420.00
2022.08.05	Ralphs Pharmacy	JDA	Review and revise draft RFP responses	0.9	$1,050.00	$945.00
2022.08.05	Ralphs Pharmacy	JDS	Review and edit letter regarding settlement proposal; contact J. Arisohn regarding the same	1.2	$1,000.00	$1,200.00
2022.08.08	Ralphs Pharmacy	JDS	Conduct factual research regarding claims; work on class certification discovery plan; analyze Defendant's objections to RFPs; conduct legal research regarding likely motion to compel	2.1	$1,000.00	$2,100.00
2022.08.08	Ralphs Pharmacy	JDS	Update calendar deadlines	0.3	$1,000.00	$300.00
2022.08.09	Ralphs Pharmacy	JDS	Review scheduling order; update calendars	0.1	$1,000.00	$100.00
2022.08.10	Ralphs Pharmacy	JDS	Factual research regarding plaintiffs' claims	0.4	$1,000.00	$400.00
2022.08.10	Ralphs Pharmacy	JDS	Attention to status of case and miscellaneous discovery issues	0.3	$1,000.00	$300.00
2022.08.12	Ralphs Pharmacy	JDS	Draft discovery meet and confer letter; conduct legal research for the same	2.2	$1,000.00	$2,200.00
2022.08.16	Ralphs Pharmacy	JDS	Draft discovery meet and confer letter; conduct legal research for the same; draft second set of RFPs; conduct factual research for same	3.9	$1,000.00	$3,900.00
2022.08.17	Ralphs Pharmacy	JDS	Review opposition to motion to strike	0.3	$1,000.00	$300.00
2022.08.17	Ralphs Pharmacy	JDS	Edit discovery letter	0.3	$1,000.00	$300.00
2022.08.18	Ralphs Pharmacy	JDA	Review and revise draft meet and confer letter	0.5	$1,050.00	$525.00
2022.08.18	Ralphs Pharmacy	JDA	Review motion to strike reply	0.3	$1,050.00	$315.00
2022.08.18	Ralphs Pharmacy	JDS	Draft and edit reply in support of motion to strike; coordinate filing of same	3.4	$1,000.00	$3,400.00
2022.08.18	Ralphs Pharmacy	JDS	Multiple meetings with J. Arisohn regarding status of case and next steps	0.4	$1,000.00	$400.00
2022.08.18	Ralphs Pharmacy	JDS	Edit, finalize and serve discovery letter	0.5	$1,000.00	$500.00
2022.08.23	Ralphs Pharmacy	JDS	Attention to status of discovery and next steps; revise and edit RFP responses/objections	1.4	$1,000.00	$1,400.00
2022.08.30	Ralphs Pharmacy	JDS	Attention to Hatfield dismissal; contact opposing counsel regarding the same	0.4	$1,000.00	$400.00
2022.09.02	Ralphs Pharmacy	JDS	Attention to case status and upcoming deadlines; update calendar	0.1	$1,000.00	$100.00
2022.09.06	Ralphs Pharmacy	JDA	Review response to discovery letter and discuss with J. Smith	0.8	$1,050.00	$840.00
2022.09.06	Ralphs Pharmacy	JDS	Attention to expert retention	0.3	$1,000.00	$300.00
2022.09.06	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding status of discovery and next steps	0.4	$1,000.00	$400.00

2022.09.06	Ralphs Pharmacy	JDS	Analyze discovery letter from Defendant; develop plan for meet and confer regarding the same	1.3	$1,000.00	$1,300.00
2022.09.08	Ralphs Pharmacy	JDA	Review Motion to Dismiss order	0.5	$1,050.00	$525.00
2022.09.08	Ralphs Pharmacy	JDA	Discuss case with C. Weir	0.7	$1,050.00	$735.00
2022.09.08	Ralphs Pharmacy	JDA	Discuss case with K. Schafermeyer	0.4	$1,050.00	$420.00
2022.09.08	Ralphs Pharmacy	JDS	Email client Berger	0.2	$1,000.00	$200.00
2022.09.08	Ralphs Pharmacy	JDS	Call with client Berger	0.4	$1,000.00	$400.00
2022.09.08	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding status of discovery and next steps	0.2	$1,000.00	$200.00
2022.09.08	Ralphs Pharmacy	JDS	Meet with expert witness	0.5	$1,000.00	$500.00
2022.09.08	Ralphs Pharmacy	JDS	Analyze Defendant's discovery letter; prepare for meet & confer	2.0	$1,000.00	$2,000.00
2022.09.08	Ralphs Pharmacy	JDS	Contact client Mackert	0.2	$1,000.00	$200.00
2022.09.08	Ralphs Pharmacy	JDS	Review procedures for motion to comple discovery	0.4	$1,000.00	$400.00
2022.09.09	Ralphs Pharmacy	JDA	Attend meet and confer call	1.1	$1,050.00	$1,155.00
2022.09.09	Ralphs Pharmacy	JDS	Prepare for meet and confer call with opposing counsel	0.4	$1,000.00	$400.00
2022.09.09	Ralphs Pharmacy	JDS	Call with opposing counsel re discovery	1.0	$1,000.00	$1,000.00
2022.09.12	Ralphs Pharmacy	JDS	Call with client Mackert	0.3	$1,000.00	$300.00
2022.09.15	Ralphs Pharmacy	JDA	Prepare documents for production	0.4	$1,050.00	$420.00
2022.09.15	Ralphs Pharmacy	JDA	Call with K. Schaffermeyer	0.9	$1,050.00	$945.00
2022.09.15	Ralphs Pharmacy	JDS	Attention to miscellaneous discovery matters	0.4	$1,000.00	$400.00
2022.09.15	Ralphs Pharmacy	JDS	Call with expert	1.0	$1,000.00	$1,000.00
2022.09.16	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.2	$1,050.00	$210.00
2022.09.16	Ralphs Pharmacy	JDA	Attend meet and confer with Defendant's counsel	0.7	$1,050.00	$735.00
2022.09.16	Ralphs Pharmacy	JDS	Prepare for meet and confer call with opposing counsel	0.5	$1,000.00	$500.00
2022.09.19	Ralphs Pharmacy	JDS	Monitor Forth action	0.3	$1,000.00	$300.00
2022.09.21	Ralphs Pharmacy	JDS	Conduct factual research regarding claims; review proposed edits to search terms	0.8	$1,000.00	$800.00
2022.09.23	Ralphs Pharmacy	JDS	Call with J. Arisohn regarding status of case and next steps	0.3	$1,000.00	$300.00
2022.09.26	Ralphs Pharmacy	JDS	Review discovery letter	0.3	$1,000.00	$300.00
2022.09.27	Ralphs Pharmacy	JDS	Case status review; attention to deadlines	0.1	$1,000.00	$100.00
2022.09.28	Ralphs Pharmacy	JDA	Call with expert	0.8	$1,050.00	$840.00
2022.09.28	Ralphs Pharmacy	JDS	Call with expert	0.8	$1,000.00	$800.00
2022.10.03	Ralphs Pharmacy	JDS	Analyze discovery letters from Defendant; contact J. Arisohn regarding the same	0.4	$1,000.00	$400.00
2022.10.03	Ralphs Pharmacy	JDS	Attention to Defendant's document production and preparing platform for review	0.8	$1,000.00	$800.00
2022.10.03	Ralphs Pharmacy	JGM	Pay Invoice (2)	0.1	$425.00	$42.50
2022.10.04	Ralphs Pharmacy	JDA	Attend meet and confer call	0.5	$1,050.00	$525.00
2022.10.04	Ralphs Pharmacy	JDA	Review Defendant's production	1.7	$1,050.00	$1,785.00
2022.10.04	Ralphs Pharmacy	JDA	Draft follow up letter regarding meet and confer	1.8	$1,050.00	$1,890.00
2022.10.04	Ralphs Pharmacy	JDA	Prepare for meet and confer with J. Smith	0.6	$1,050.00	$630.00
2022.10.04	Ralphs Pharmacy	JDS	Attention to discovery issues; prepare for meet and confer call	1.0	$1,000.00	$1,000.00
2022.10.04	Ralphs Pharmacy	JDS	Call with opposing counsel regarding discovery	0.5	$1,000.00	$500.00
2022.10.05	Ralphs Pharmacy	JDS	Review documents produced by Defendant	0.3	$1,000.00	$300.00
2022.10.05	Ralphs Pharmacy	JDS	Review draft discovery letter; contact J. Arisohn regarding the same	0.1	$1,000.00	$100.00
2022.10.17	Ralphs Pharmacy	JDS	Case status review; attention to deadlines and next steps	0.2	$1,000.00	$200.00

2022.10.21	Ralphs Pharmacy	JDA	Discuss case with K. Schafermeyer	0.6	$1,050.00	$630.00
2022.10.21	Ralphs Pharmacy	JDS	Call with consulting expert	0.7	$1,000.00	$700.00
2022.10.21	Ralphs Pharmacy	JDS	Case status review and attention to next steps; update calendars	0.1	$1,000.00	$100.00
2022.10.25	Ralphs Pharmacy	JDA	Draft response letter regarding discovery issues	3.3	$1,050.00	$3,465.00
2022.10.25	Ralphs Pharmacy	JDS	Conduct legal and factual research regarding claims	1.3	$1,000.00	$1,300.00
2022.10.26	Ralphs Pharmacy	JDA	Draft response letter regarding discovery issues	1.4	$1,050.00	$1,470.00
2022.10.26	Ralphs Pharmacy	JDS	Contact client Mackert	0.2	$1,000.00	$200.00
2022.10.26	Ralphs Pharmacy	JDS	Review discovery letter	0.2	$1,000.00	$200.00
2022.10.28	Ralphs Pharmacy	JDS	Contact client Mackert	0.2	$1,000.00	$200.00
2022.10.28	Ralphs Pharmacy	JDS	Conduct legal and factual research regarding claims	0.5	$1,000.00	$500.00
2022.10.31	Ralphs Pharmacy	JDS	Review and edit letter to Defendant's counsel	0.2	$1,000.00	$200.00
2022.10.31	Ralphs Pharmacy	JDS	Call with client Mackert	0.1	$1,000.00	$100.00
2022.10.31	Ralphs Pharmacy	JDS	Attention to Defendant's document production	0.3	$1,000.00	$300.00
2022.11.02	Ralphs Pharmacy	JDS	Attention to plaintiff document production	0.3	$1,000.00	$300.00
2022.11.02	Ralphs Pharmacy	JDS	Contact client Mackert	0.2	$1,000.00	$200.00
2022.11.07	Ralphs Pharmacy	JDS	Review documents produced by Defendant	0.6	$1,000.00	$600.00
2022.11.15	Ralphs Pharmacy	JDA	Watch 9th Circuit argument in CVS	2.3	$1,050.00	$2,415.00
2022.11.15	Ralphs Pharmacy	JDS	Conduct legal and factual research regarding claims	1.5	$1,000.00	$1,500.00
2022.11.17	Ralphs Pharmacy	JDS	Monitor Forth action	0.2	$1,000.00	$200.00
2022.11.18	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2022.11.18	Ralphs Pharmacy	JDA	Review Walgreen class cert brief and reports	2.9	$1,050.00	$3,045.00
2022.11.18	Ralphs Pharmacy	JDS	Analyze class cert brief and supporting documents in Walgreen case	1.0	$1,000.00	$1,000.00
2022.11.18	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding case status	0.4	$1,000.00	$400.00
2022.11.21	Ralphs Pharmacy	JDS	Call with J. Arisohn regarding case status and next steps	0.1	$1,000.00	$100.00
2022.11.22	Ralphs Pharmacy	JDA	Call with K. Schafermeyer	0.3	$1,050.00	$315.00
2022.11.22	Ralphs Pharmacy	JDS	Call with expert witness	0.4	$1,000.00	$400.00
2022.11.22	Ralphs Pharmacy	JDS	Analyze recent production	0.5	$1,000.00	$500.00
2022.12.12	Ralphs Pharmacy	JDS	Attention to document production	0.1	$1,000.00	$100.00
2022.12.13	Ralphs Pharmacy	JDS	Analyze class certification brief and supporting documents in Walgreen case	1.2	$1,000.00	$1,200.00
2022.12.13	Ralphs Pharmacy	JDS	Attention to recent document production and data storage; review recently produced documents	1.4	$1,000.00	$1,400.00
2022.12.19	Ralphs Pharmacy	JDS	Attention to document production	0.4	$1,000.00	$400.00
2022.12.21	Ralphs Pharmacy	JDS	Review recently produced documents	1.2	$1,000.00	$1,200.00
2022.12.21	Ralphs Pharmacy	JDS	Work with third party platform vendor to resolve document production problems	1.6	$1,000.00	$1,600.00
2023.01.03	Ralphs Pharmacy	JDS	Attention to document productions; work with review platform company regarding productions	2.0	$1,000.00	$2,000.00
2023.01.03	Ralphs Pharmacy	JDS	Review documents	1.4	$1,000.00	$1,400.00
2023.01.04	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.4	$1,050.00	$420.00
2023.01.04	Ralphs Pharmacy	JDS	Call with J. Arisohn regarding case status and next steps	0.3	$1,000.00	$300.00
2023.01.04	Ralphs Pharmacy	JDS	Review documents produced by defendant	2.6	$1,000.00	$2,600.00
2023.01.05	Ralphs Pharmacy	JDS	Review documents; analyze contracts	2.5	$1,000.00	$2,500.00
2023.01.06	Ralphs Pharmacy	JDS	Call with J. Arisohn regarding case status and next steps	0.3	$1,000.00	$300.00
2023.01.06	Ralphs Pharmacy	JDS	Case status review; attention to next steps	0.1	$1,000.00	$100.00

2023.01.06	Ralphs Pharmacy	JDS	Analyze contracts and pharmacy manuals	2.4	$1,000.00	$2,400.00
2023.01.10	Ralphs Pharmacy	JDA	Review discovery letter	0.4	$1,050.00	$420.00
2023.01.10	Ralphs Pharmacy	JDA	Review draft data stipuation and edit same	0.9	$1,050.00	$945.00
2023.01.11	Ralphs Pharmacy	JDA	Draft letter requesting discovery conference	1.4	$1,050.00	$1,470.00
2023.01.11	Ralphs Pharmacy	JDS	Review and edit proposed stipulation regarding transaction data	1.0	$1,000.00	$1,000.00
2023.01.12	Ralphs Pharmacy	JDA	Finalize letter to court regarding discovery conference	0.4	$1,050.00	$420.00
2023.01.12	Ralphs Pharmacy	JDS	Attention to miscellaneous discovery issues	0.4	$1,000.00	$400.00
2023.01.17	Ralphs Pharmacy	JDA	Prepare for discovery hearing	5.4	$1,050.00	$5,670.00
2023.01.17	Ralphs Pharmacy	JDA	Review letter from defendant regarding discovery disputes	0.6	$1,050.00	$630.00
2023.01.17	Ralphs Pharmacy	JDS	Attention to discovery dispute and informal discovery conference scheduling	0.2	$1,000.00	$200.00
2023.01.18	Ralphs Pharmacy	JDA	Review proposed amended complaint	0.4	$1,050.00	$420.00
2023.01.18	Ralphs Pharmacy	JDA	Call with defense counsel about discovery issues	0.3	$1,050.00	$315.00
2023.01.18	Ralphs Pharmacy	JDA	Attend discovery conference with court	0.2	$1,050.00	$210.00
2023.01.18	Ralphs Pharmacy	JDA	Discuss discovery conference with J. Smith	0.2	$1,050.00	$210.00
2023.01.18	Ralphs Pharmacy	JDA	Prepare for discovery hearing	3.5	$1,050.00	$3,675.00
2023.01.18	Ralphs Pharmacy	JDS	Call with opposing counsel	0.3	$1,000.00	$300.00
2023.01.18	Ralphs Pharmacy	JDS	Analyze discovery letter from Defendant; call with J. Arisohn regarding the same	0.4	$1,000.00	$400.00
2023.01.20	Ralphs Pharmacy	JDA	Discuss discovery conference with J. Smith	0.3	$1,050.00	$315.00
2023.01.20	Ralphs Pharmacy	JDS	Analyze proposed amended answer	0.3	$1,000.00	$300.00
2023.01.24	Ralphs Pharmacy	JDS	Renewed motion to strike	0.5	$1,000.00	$500.00
2023.01.24	Ralphs Pharmacy	JDS	Review amended answer	0.2	$1,000.00	$200.00
2023.01.30	Ralphs Pharmacy	JDS	Analyze transaction data; prepare response to recent email from co-counsel; contact J. Arisohn regarding the same	1.0	$1,000.00	$1,000.00
2023.02.01	Ralphs Pharmacy	JDS	Case status review and attention to next steps	0.1	$1,000.00	$100.00
2023.02.06	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2023.02.06	Ralphs Pharmacy	JDA	Draft email to Defendant regarding discovery issues	0.3	$1,050.00	$315.00
2023.02.06	Ralphs Pharmacy	JDS	Contact expert about the case	0.2	$1,000.00	$200.00
2023.02.06	Ralphs Pharmacy	JDS	Call with J. Arisohn regarding case status and next steps	0.3	$1,000.00	$300.00
2023.02.07	Ralphs Pharmacy	JDS	Call with expert witness	0.4	$1,000.00	$400.00
2023.02.09	Ralphs Pharmacy	JDA	Review draft addendum to protective order	0.2	$1,050.00	$210.00
2023.02.09	Ralphs Pharmacy	JDA	Review proposed amended protective order	0.3	$1,050.00	$315.00
2023.02.09	Ralphs Pharmacy	JDS	Attention to miscellaneous discovery issues; review and analyze draft amended protective order; draft addendum to protective order; contact J. Arisohn regarding the same; contact opposing counsel regarding the case	3.0	$1,000.00	$3,000.00
2023.02.13	Ralphs Pharmacy	JDA	Attend meet and confer call	0.3	$1,050.00	$315.00
2023.02.13	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding case	0.2	$1,000.00	$200.00
2023.02.13	Ralphs Pharmacy	JDS	Call with opposing counsel re miscellaneous discovery issues	0.4	$1,000.00	$400.00
2023.02.17	Ralphs Pharmacy	JDS	Contact co-counsel	0.2	$1,000.00	$200.00
2023.02.23	Ralphs Pharmacy	JDS	Contact opposing counsel	0.2	$1,000.00	$200.00
2023.03.01	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2023.03.01	Ralphs Pharmacy	JDS	Attention to document production	1.0	$1,000.00	$1,000.00
2023.03.01	Ralphs Pharmacy	JDS	Analyze privilege log	0.5	$1,000.00	$500.00

2023.03.02	Ralphs Pharmacy	IDV	Met with J. Smith to discuss research assignment (0.2); research (2.4)	2.6	$550.00	$1,430.00
2023.03.02	Ralphs Pharmacy	JDS	Meet with intern regarding research assignment	0.3	$1,000.00	$300.00
2023.03.02	Ralphs Pharmacy	JDS	Review documents	2.0	$1,000.00	$2,000.00
2023.03.03	Ralphs Pharmacy	IDV	research privilege questions	1.8	$550.00	$990.00
2023.03.03	Ralphs Pharmacy	JDA	Draft motion for entry of addendum to protective order	0.5	$1,050.00	$525.00
2023.03.06	Ralphs Pharmacy	JDS	Attention to document production; review recently produced documents; update contract language tracking document	1.1	$1,000.00	$1,100.00
2023.03.06	Ralphs Pharmacy	JDS	Attention to addendum to protective order; contact local counsel re same	0.4	$1,000.00	$400.00
2023.03.08	Ralphs Pharmacy	JDS	Case status review and attention to next steps	0.2	$1,000.00	$200.00
2023.03.10	Ralphs Pharmacy	JDS	Review associate research; follow up regarding the same	0.8	$1,000.00	$800.00
2023.03.14	Ralphs Pharmacy	JDA	Review contracts	2.4	$1,050.00	$2,520.00
2023.03.14	Ralphs Pharmacy	JDS	Review documents recently produced by defendant; analyze and compare contract language among different PBM contracts; work on contract comparison chart; develop strategy for class certification; email J. Arisohn regarding summary of analysis	5.3	$1,000.00	$5,300.00
2023.03.14	Ralphs Pharmacy	JDS	Analyze privilege log; review recent associate research regarding privilege issues	0.6	$1,000.00	$600.00
2023.03.15	Ralphs Pharmacy	JDA	Review contracts	3.9	$1,050.00	$4,095.00
2023.03.15	Ralphs Pharmacy	JDS	Review documents	1.0	$1,000.00	$1,000.00
2023.03.15	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding case status and next steps	0.3	$1,000.00	$300.00
2023.03.16	Ralphs Pharmacy	JDS	Review documents	0.9	$1,000.00	$900.00
2023.03.17	Ralphs Pharmacy	JDA	Draft class certification motion	6.9	$1,050.00	$7,245.00
2023.03.17	Ralphs Pharmacy	JDS	Analyze class certification briefing in similar cases and develop discovery strategy	2.5	$1,000.00	$2,500.00
2023.03.20	Ralphs Pharmacy	JDS	Review documents	1.8	$1,000.00	$1,800.00
2023.03.21	Ralphs Pharmacy	JDA	Review interrogatories	0.3	$1,050.00	$315.00
2023.03.21	Ralphs Pharmacy	JDS	Review interrogatories; calendar responses; draft responses/objections	2.3	$1,000.00	$2,300.00
2023.03.21	Ralphs Pharmacy	JDS	Document review	0.7	$1,000.00	$700.00
2023.03.29	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2023.03.29	Ralphs Pharmacy	JDS	Attention to discovery issues; contact opposing counse regarding requested stipulation	0.4	$1,000.00	$400.00
2023.03.29	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding case status and next steps	0.2	$1,000.00	$200.00
2023.03.30	Ralphs Pharmacy	JDS	Work on discovery responses; conduct related factual research regarding claims	3.0	$1,000.00	$3,000.00
2023.03.31	Ralphs Pharmacy	JDS	Work on discovery responses; conduct related factual research regarding claims	2.6	$1,000.00	$2,600.00
2023.04.05	Ralphs Pharmacy	JDS	Work on discovery responses; conduct factual research regarding claims	2.5	$1,000.00	$2,500.00
2023.04.05	Ralphs Pharmacy	JDS	Review and respond to multiple emails from opposing counsel	0.3	$1,000.00	$300.00
2023.04.05	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding case status and next steps	0.2	$1,000.00	$200.00
2023.04.05	Ralphs Pharmacy	JDS	Analyze documents produced by defendant	2.0	$1,000.00	$2,000.00
2023.04.06	Ralphs Pharmacy	JDS	Contact client Kirkbride	0.3	$1,000.00	$300.00
2023.04.06	Ralphs Pharmacy	JDS	Contact client Lewis	0.2	$1,000.00	$200.00
2023.04.06	Ralphs Pharmacy	JDS	Contact client Mackert	0.3	$1,000.00	$300.00
2023.04.06	Ralphs Pharmacy	JDS	Review recent correspondence regarding document production; resolve issue with defendant's FTP site	0.3	$1,000.00	$300.00
2023.04.06	Ralphs Pharmacy	JDS	Contact client Berger	0.4	$1,000.00	$400.00
2023.04.07	Ralphs Pharmacy	JDS	Contact client Berger	0.1	$1,000.00	$100.00
2023.04.09	Ralphs Pharmacy	JDS	Conduct factual research regarding claims	1.0	$1,000.00	$1,000.00

2023.04.10	Ralphs Pharmacy	JDS	Call with client Berger	0.5	$1,000.00	$500.00
2023.04.10	Ralphs Pharmacy	JDS	Edit interrogatory responses	0.3	$1,000.00	$300.00
2023.04.10	Ralphs Pharmacy	JDS	Conduct research for class certification	0.7	$1,000.00	$700.00
2023.04.11	Ralphs Pharmacy	JDS	Contact clients Makert and Lewis (.1 each)	0.2	$1,000.00	$200.00
2023.04.11	Ralphs Pharmacy	JDS	Contact client Kirkbride	0.2	$1,000.00	$200.00
2023.04.12	Ralphs Pharmacy	JDA	Discuss case with C. Weir	0.7	$1,050.00	$735.00
2023.04.12	Ralphs Pharmacy	JDA	Review interrogatory responses	0.5	$1,050.00	$525.00
2023.04.12	Ralphs Pharmacy	JDA	Draft new discovery requests	3.8	$1,050.00	$3,990.00
2023.04.12	Ralphs Pharmacy	JDS	Analyze documents produced by defendant	0.7	$1,000.00	$700.00
2023.04.12	Ralphs Pharmacy	JDS	Call with expert	0.5	$1,000.00	$500.00
2023.04.12	Ralphs Pharmacy	JDS	Call with client Kirkbride	0.5	$1,000.00	$500.00
2023.04.13	Ralphs Pharmacy	JDS	Follow up on miscellanous discovery issues; meet with J. Arisohn regarding the same	0.7	$1,000.00	$700.00
2023.04.17	Ralphs Pharmacy	JDS	Call with client Mackert	0.5	$1,000.00	$500.00
2023.04.17	Ralphs Pharmacy	JDS	Review productions from client Mackert and prepare for client call	0.5	$1,000.00	$500.00
2023.04.17	Ralphs Pharmacy	JDS	Contact client Kirkbride	0.2	$1,000.00	$200.00
2023.04.17	Ralphs Pharmacy	JDS	Work with administrators to coordinate client document pick up and copying	0.4	$1,000.00	$400.00
2023.04.17	Ralphs Pharmacy	JDS	Contact client Berger	0.2	$1,000.00	$200.00
2023.04.17	Ralphs Pharmacy	JMF	Discussion regarding Plaintiffs' documents; assisted with mailing.	1.0	$425.00	$425.00
2023.04.17	Ralphs Pharmacy	RKA	Mailed out two packages for Joel Smith to clients	1.0	$350.00	$350.00
2023.04.18	Ralphs Pharmacy	JDS	Edit draft interrogatory responses based on client interviews	0.4	$1,000.00	$400.00
2023.04.18	Ralphs Pharmacy	JDS	Contact client Kirkbride	0.2	$1,000.00	$200.00
2023.04.18	Ralphs Pharmacy	JDS	Contact client Berger	0.2	$1,000.00	$200.00
2023.04.19	Ralphs Pharmacy	JDS	Work on supplemental discovery responses and document production	1.0	$1,000.00	$1,000.00
2023.04.19	Ralphs Pharmacy	JDS	Analyze documents produced by defendant	1.3	$1,000.00	$1,300.00
2023.04.19	Ralphs Pharmacy	JDS	Contact client Kirkbride	0.2	$1,000.00	$200.00
2023.04.20	Ralphs Pharmacy	JDA	Draft RFAs	0.6	$1,050.00	$630.00
2023.04.20	Ralphs Pharmacy	JDA	Finalize discovery requests and serve	0.5	$1,050.00	$525.00
2023.04.20	Ralphs Pharmacy	JDS	Edit discovery requests	0.4	$1,000.00	$400.00
2023.04.20	Ralphs Pharmacy	JDS	Analyze documents produced by defendant	1.1	$1,000.00	$1,100.00
2023.04.24	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2023.04.24	Ralphs Pharmacy	JDS	Contact client Kirkbride	0.2	$1,000.00	$200.00
2023.04.25	Ralphs Pharmacy	JDS	Develop FRCP 30(b)(6) deposition and class certification strategy	3.0	$1,000.00	$3,000.00
2023.04.26	Ralphs Pharmacy	JDS	Analyze relevant contracts and amendments	1.2	$1,000.00	$1,200.00
2023.04.26	Ralphs Pharmacy	RKA	Received packages for Joel Smith, scanned and saved to file, shared with J. Smith	0.5	$350.00	$175.00
2023.04.27	Ralphs Pharmacy	JDS	Call with client Berger	0.3	$1,000.00	$300.00
2023.04.27	Ralphs Pharmacy	JDS	Attention to document production from client Kirkbride	0.3	$1,000.00	$300.00
2023.04.27	Ralphs Pharmacy	RKA	Scanned and saved documents to file	0.2	$350.00	$70.00
2023.04.28	Ralphs Pharmacy	JDS	Attention to client supplemental production and interrogatory responses	2.0	$1,000.00	$2,000.00
2023.05.01	Ralphs Pharmacy	JDS	Document review; work on class certification strategy	1.1	$1,000.00	$1,100.00
2023.05.03	Ralphs Pharmacy	JDS	Contact client Lewis	0.2	$1,000.00	$200.00
2023.05.03	Ralphs Pharmacy	JDS	Contact client Mackert	0.3	$1,000.00	$300.00

2023.05.03	Ralphs Pharmacy	JDS	Contact client Kirckbride	0.2	$1,000.00	$200.00
2023.05.03	Ralphs Pharmacy	JDS	Contact client Berger	0.3	$1,000.00	$300.00
2023.05.04	Ralphs Pharmacy	JDS	Contact clients Mackert and Kirkbride regarding discovery matters	0.2	$1,000.00	$200.00
2023.05.04	Ralphs Pharmacy	JDS	Edit discovery responses	0.6	$1,000.00	$600.00
2023.05.05	Ralphs Pharmacy	JDS	Attention to miscellaneous tasks related to discovery	0.4	$1,000.00	$400.00
2023.05.05	Ralphs Pharmacy	JDS	Contact client Berger	0.3	$1,000.00	$300.00
2023.05.09	Ralphs Pharmacy	JDS	Call with opposing counsel	0.1	$1,000.00	$100.00
2023.05.09	Ralphs Pharmacy	JDS	Work on plaintiffs' discovery responses; document production	2.3	$1,000.00	$2,300.00
2023.05.10	Ralphs Pharmacy	JDA	Finalize interrogatory responses	0.7	$1,050.00	$735.00
2023.05.15	Ralphs Pharmacy	JDS	Contact client Berger	0.3	$1,000.00	$300.00
2023.05.16	Ralphs Pharmacy	JDS	Attention to miscellanous discovery matters	0.6	$1,000.00	$600.00
2023.05.16	Ralphs Pharmacy	JDS	Contact client Berger	0.1	$1,000.00	$100.00
2023.05.16	Ralphs Pharmacy	JMF	Receipt of Plaintiffs' documents	0.1	$425.00	$42.50
2023.05.17	Ralphs Pharmacy	JDS	attention to plaintiff document production and discovery responses	0.7	$1,000.00	$700.00
2023.05.18	Ralphs Pharmacy	RKA	Scanned discovery documents for Joel Smith and saved to file	1.0	$350.00	$350.00
2023.05.19	Ralphs Pharmacy	JDS	Contact opposing counsel re discovery	0.2	$1,000.00	$200.00
2023.05.22	Ralphs Pharmacy	JDS	Process and review supplemental production from defendant	1.0	$1,000.00	$1,000.00
2023.05.22	Ralphs Pharmacy	JDS	Attention to supplemental production from client Berger	0.6	$1,000.00	$600.00
2023.05.24	Ralphs Pharmacy	JDA	Draft 30(b)(6) topics	0.5	$1,050.00	$525.00
2023.05.25	Ralphs Pharmacy	JDS	Work on class certification strategy; conduct legal research regarding the same	0.9	$1,000.00	$900.00
2023.05.26	Ralphs Pharmacy	JDS	review documents produced by defendant	0.6	$1,000.00	$600.00
2023.05.29	Ralphs Pharmacy	JDS	Sequester documents	0.5	$1,000.00	$500.00
2023.05.30	Ralphs Pharmacy	JDA	Discuss with J. Smith	0.3	$1,050.00	$315.00
2023.05.30	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding case status and next steps	0.3	$1,000.00	$300.00
2023.06.02	Ralphs Pharmacy	JDA	Draft 30(b)(6) topics	2.3	$1,050.00	$2,415.00
2023.06.05	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.5	$1,050.00	$525.00
2023.06.05	Ralphs Pharmacy	JDA	Review discovery letter from defendant	0.3	$1,050.00	$315.00
2023.06.05	Ralphs Pharmacy	JDA	Review discovery responses	0.3	$1,050.00	$315.00
2023.06.05	Ralphs Pharmacy	JDA	Draft class certification motion	0.3	$1,050.00	$315.00
2023.06.05	Ralphs Pharmacy	JDS	Contact opposing counsel	0.1	$1,000.00	$100.00
2023.06.05	Ralphs Pharmacy	JDS	Upload recent production to review platform; review documents	0.7	$1,000.00	$700.00
2023.06.05	Ralphs Pharmacy	JDS	Work on FRCP 30(b)(6) notice	0.3	$1,000.00	$300.00
2023.06.05	Ralphs Pharmacy	JDS	Analyze letter from Defendant regarding discovery responses	0.3	$1,000.00	$300.00
2023.06.05	Ralphs Pharmacy	JDS	Analyze recent discovery responses; review documents	3.0	$1,000.00	$3,000.00
2023.06.05	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding case status and next steps	0.4	$1,000.00	$400.00
2023.06.07	Ralphs Pharmacy	JDS	Analyze Kroger's discovery letter; conduct factual and legal research regarding the same	2.0	$1,000.00	$2,000.00
2023.06.09	Ralphs Pharmacy	JDA	Review productions from plaintiffs	0.8	$1,050.00	$840.00
2023.06.15	Ralphs Pharmacy	JDA	Call clients regarding document discovery	0.9	$1,050.00	$945.00
2023.06.16	Ralphs Pharmacy	JDA	Call clients	0.5	$1,050.00	$525.00
2023.06.20	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2023.06.20	Ralphs Pharmacy	JDS	Call with J. Arisohn regarding case status and next steps	0.3	$1,000.00	$300.00

2023.06.21	Ralphs Pharmacy	JDS	Review documents produced by Defendant	0.9	$1,000.00	$900.00
2023.06.21	Ralphs Pharmacy	JDS	Contact opposing counsel regarding case	0.1	$1,000.00	$100.00
2023.06.22	Ralphs Pharmacy	JDS	Call with opposing counsel	0.4	$1,000.00	$400.00
2023.06.27	Ralphs Pharmacy	JDS	Attention to plaintiff's supplemental production; contact opposing counsel regarding the same	1.0	$1,000.00	$1,000.00
2023.06.28	Ralphs Pharmacy	JDS	Call with opposing counsel	0.2	$1,000.00	$200.00
2023.06.29	Ralphs Pharmacy	JDA	Review letter to insurers	0.3	$1,050.00	$315.00
2023.06.29	Ralphs Pharmacy	JDS	Draft letters to insurers	2.0	$1,000.00	$2,000.00
2023.07.05	Ralphs Pharmacy	JDS	Contact client Kirkbride	0.2	$1,000.00	$200.00
2023.07.05	Ralphs Pharmacy	JDS	Contact client Lewis	0.2	$1,000.00	$200.00
2023.07.05	Ralphs Pharmacy	JDS	Contact client Berger	0.2	$1,000.00	$200.00
2023.07.05	Ralphs Pharmacy	JDS	Edit letters to insurers regarding document requests and supervise mailing of same	0.4	$1,000.00	$400.00
2023.07.05	Ralphs Pharmacy	RKA	Mailed out letters to insurers for Joel Smith and saved tracking numbers	0.6	$350.00	$210.00
2023.07.11	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.2	$1,050.00	$210.00
2023.07.11	Ralphs Pharmacy	JDS	Analyze subpoena; conduct factual research regarding claims; work on discovery plan	1.3	$1,000.00	$1,300.00
2023.07.11	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding case status and next steps	0.3	$1,000.00	$300.00
2023.07.12	Ralphs Pharmacy	JDS	Attention to supplemental production; contact opposing counsel regarding the same	0.5	$1,000.00	$500.00
2023.07.12	Ralphs Pharmacy	RKA	Saved Certified Return Receipts and updated attorneys as needed.	0.3	$350.00	$105.00
2023.07.13	Ralphs Pharmacy	JDS	Attention to miscellaneous discovery issues	0.2	$1,000.00	$200.00
2023.07.17	Ralphs Pharmacy	JDA	Research Express Scripts testimony in CVS trial	3.3	$1,050.00	$3,465.00
2023.07.17	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.2	$1,050.00	$210.00
2023.07.18	Ralphs Pharmacy	JDS	Contact counsel for Express Scripts regarding subpoena	0.1	$1,000.00	$100.00
2023.07.19	Ralphs Pharmacy	JDS	Conduct factual research regarding Express Scripts	0.5	$1,000.00	$500.00
2023.07.20	Ralphs Pharmacy	JDA	Draft interrogatories	0.9	$1,050.00	$945.00
2023.07.20	Ralphs Pharmacy	JDA	Attend meet and confer	1.4	$1,050.00	$1,470.00
2023.07.20	Ralphs Pharmacy	JDA	Review subpoena to Express Scripts	0.3	$1,050.00	$315.00
2023.07.20	Ralphs Pharmacy	JDA	Review RFPs	0.3	$1,050.00	$315.00
2023.07.20	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2023.07.20	Ralphs Pharmacy	JDA	Prepare for meet and confer	1.5	$1,050.00	$1,575.00
2023.07.20	Ralphs Pharmacy	JDS	Call with J, Arisohn regarding discovery matters	0.3	$1,000.00	$300.00
2023.07.20	Ralphs Pharmacy	JDS	Call with opposing counsel regarding discovery and settlement matters	1.4	$1,000.00	$1,400.00
2023.07.20	Ralphs Pharmacy	JDS	Analyze key documents produced by defendant	1.3	$1,000.00	$1,300.00
2023.07.20	Ralphs Pharmacy	JDS	Follow up email to opposing counsel regarding proposed stipulation	0.3	$1,000.00	$300.00
2023.07.20	Ralphs Pharmacy	JDS	Work on Express Scripts subpoena and Kroger second set of RFPs	1.6	$1,000.00	$1,600.00
2023.07.21	Ralphs Pharmacy	JDS	Work on various written discovery and subpoena tasks	3.0	$1,000.00	$3,000.00
2023.07.24	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2023.07.24	Ralphs Pharmacy	JDS	Analyze various discovery issues and make plan for next steps	1.0	$1,000.00	$1,000.00
2023.07.24	Ralphs Pharmacy	JDS	Call with J. Arisohn regarding case status and next steps	0.4	$1,000.00	$400.00
2023.07.25	Ralphs Pharmacy	JDS	Various tasks and communications related to Express Scripts subpoena	0.6	$1,000.00	$600.00
2023.07.27	Ralphs Pharmacy	JDS	Prepare for discovery meet and confer	0.5	$1,000.00	$500.00
2023.07.27	Ralphs Pharmacy	JDS	Call client Kirkbride	0.3	$1,000.00	$300.00
2023.07.27	Ralphs Pharmacy	JDS	Contact client Kirkbride	0.1	$1,000.00	$100.00

2023.07.28	Ralphs Pharmacy	JDA	Attend meet and confer call	0.9	$1,050.00	$945.00
2023.07.28	Ralphs Pharmacy	JDA	Finalize and serve interrogatories and 30(b)(6) notice	0.9	$1,050.00	$945.00
2023.07.28	Ralphs Pharmacy	JDS	Call with opposing counsel regarding various discovery matters	0.8	$1,000.00	$800.00
2023.07.28	Ralphs Pharmacy	JDS	Call with J. Arisohn regarding discovery matters	0.2	$1,000.00	$200.00
2023.07.28	Ralphs Pharmacy	JDS	Prepare for meet and confer call	2.5	$1,000.00	$2,500.00
2023.07.28	Ralphs Pharmacy	JDS	Review new written discovery	0.3	$1,000.00	$300.00
2023.07.31	Ralphs Pharmacy	JDS	Work on supplemental interrogatory responses; conduct factual research regarding claims	1.8	$1,000.00	$1,800.00
2023.07.31	Ralphs Pharmacy	JDS	Contact client Mackert	0.1	$1,000.00	$100.00
2023.07.31	Ralphs Pharmacy	JDS	Contact client Mackert	0.1	$1,000.00	$100.00
2023.07.31	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding case status and next steps	0.3	$1,000.00	$300.00
2023.07.31	Ralphs Pharmacy	JDS	Multiple emails to opposing counsel regarding various discovery matters	0.4	$1,000.00	$400.00
2023.07.31	Ralphs Pharmacy	JDS	Review various recently served subpoenas; update calendars	0.2	$1,000.00	$200.00
2023.08.01	Ralphs Pharmacy	JDS	Call client Mackert	0.1	$1,000.00	$100.00
2023.08.01	Ralphs Pharmacy	JDS	Case status review; attention to next steps and update calendar	0.1	$1,000.00	$100.00
2023.08.02	Ralphs Pharmacy	JDS	Meet with co-counsel regarding case status and next steps	0.1	$1,000.00	$100.00
2023.08.04	Ralphs Pharmacy	JDS	Work on supplemental interrogatory responses	1.0	$1,000.00	$1,000.00
2023.08.04	Ralphs Pharmacy	JDS	Resolve issue regarding missing native documents; contact opposing counsel regarding the same	0.8	$1,000.00	$800.00
2023.08.07	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.2	$1,050.00	$210.00
2023.08.08	Ralphs Pharmacy	JDS	Call with client Berger	0.2	$1,000.00	$200.00
2023.08.08	Ralphs Pharmacy	JDS	Contact client Mackert	0.1	$1,000.00	$100.00
2023.08.08	Ralphs Pharmacy	JDS	Review RFAs; calendar responses	0.4	$1,000.00	$400.00
2023.08.08	Ralphs Pharmacy	JDS	Work on supplemental interrogatory responses; contact clients regarding the same	0.5	$1,000.00	$500.00
2023.08.09	Ralphs Pharmacy	JDS	Call with client Kirkbride	0.3	$1,000.00	$300.00
2023.08.09	Ralphs Pharmacy	JDS	Attention to various discovery matters	1.0	$1,000.00	$1,000.00
2023.08.09	Ralphs Pharmacy	JDS	Attention to document production and processing	1.1	$1,000.00	$1,100.00
2023.08.10	Ralphs Pharmacy	JDS	Contact client Kirkbride	0.2	$1,000.00	$200.00
2023.08.10	Ralphs Pharmacy	JDS	Contact client Kirkbride	0.2	$1,000.00	$200.00
2023.08.10	Ralphs Pharmacy	JDS	Edit discovery responses	0.5	$1,000.00	$500.00
2023.08.11	Ralphs Pharmacy	JDA	Discuss draft declaration with expert	0.2	$1,050.00	$210.00
2023.08.11	Ralphs Pharmacy	JDA	Review draft declaration	0.4	$1,050.00	$420.00
2023.08.11	Ralphs Pharmacy	JDS	Finalize and supervise service of supplemental interrogatory responses	0.4	$1,000.00	$400.00
2023.08.11	Ralphs Pharmacy	JDS	Contact client Mackert	0.1	$1,000.00	$100.00
2023.08.15	Ralphs Pharmacy	JDA	Attend meet and confer call with Express Scripts	0.5	$1,050.00	$525.00
2023.08.15	Ralphs Pharmacy	JDS	Analyze Express Scripts objections and prepare for meet and confer call	0.9	$1,000.00	$900.00
2023.08.15	Ralphs Pharmacy	JDS	Meet and confer with Express Scripts regarding subpoena	0.6	$1,000.00	$600.00
2023.08.16	Ralphs Pharmacy	JDA	Call with Plaintiff Lewis regarding supplemental interrogatory responses	0.3	$1,050.00	$315.00
2023.08.16	Ralphs Pharmacy	JDA	Discuss declaration regarding transaction data with J. Smith	0.4	$1,050.00	$420.00
2023.08.16	Ralphs Pharmacy	JDA	Discuss case with C. Weir	0.4	$1,050.00	$420.00
2023.08.16	Ralphs Pharmacy	JDS	Attention to various discovery matters	0.8	$1,000.00	$800.00
2023.08.16	Ralphs Pharmacy	JDS	Review and edit draft declaration regarding fields	0.5	$1,000.00	$500.00
2023.08.16	Ralphs Pharmacy	JDS	Call with expert	0.4	$1,000.00	$400.00

2023.08.17	Ralphs Pharmacy	JDA	Call with Plaintiff Lewis regarding supplemental interrogatory responses	0.5	$1,050.00	$525.00
2023.08.17	Ralphs Pharmacy	JDA	Draft supplemental interrogatory responses	0.7	$1,050.00	$735.00
2023.08.17	Ralphs Pharmacy	JDS	Contact client Mackert	0.1	$1,000.00	$100.00
2023.08.21	Ralphs Pharmacy	JDS	Analyze Defendant's discovery responses; make plan for next steps in discovery	0.5	$1,000.00	$500.00
2023.08.22	Ralphs Pharmacy	JDS	Work on Caremark subpoena; conduct factual research regarding the same	1.3	$1,000.00	$1,300.00
2023.08.23	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2023.08.23	Ralphs Pharmacy	JDA	Attend call with defense counsel	0.6	$1,050.00	$630.00
2023.08.23	Ralphs Pharmacy	JDS	Call with J. Arisohn regarding various discovery matters	0.2	$1,000.00	$200.00
2023.08.23	Ralphs Pharmacy	JDS	Supervise service of Caremark subpoeana and supplemental interogatory responses	0.4	$1,000.00	$400.00
2023.08.23	Ralphs Pharmacy	JDS	Call with opposing counsel	0.5	$1,000.00	$500.00
2023.08.24	Ralphs Pharmacy	JDS	Attention to scheduling stipulation	1.0	$1,000.00	$1,000.00
2023.08.25	Ralphs Pharmacy	JDS	Draft Mackert motion to dismiss	0.4	$1,000.00	$400.00
2023.08.25	Ralphs Pharmacy	JDS	Contact client Mackert	0.1	$1,000.00	$100.00
2023.08.25	Ralphs Pharmacy	JDS	Conduct factual research regarding claims	1.2	$1,000.00	$1,200.00
2023.08.25	Ralphs Pharmacy	JDS	Draft RFP responses	0.5	$1,000.00	$500.00
2023.08.25	Ralphs Pharmacy	JDS	Edit motion to amend schedule and contact opposing counsel regarding the same	0.5	$1,000.00	$500.00
2023.08.28	Ralphs Pharmacy	JDS	Work on discovery responses	2.0	$1,000.00	$2,000.00
2023.08.29	Ralphs Pharmacy	JDS	Analyze Defendant's recent interrogatory responses	0.4	$1,000.00	$400.00
2023.08.30	Ralphs Pharmacy	JDS	Analyze discovery responses; draft meet and confer letter	2.3	$1,000.00	$2,300.00
2023.08.30	Ralphs Pharmacy	JDS	Contact expert regarding case	0.3	$1,000.00	$300.00
2023.08.30	Ralphs Pharmacy	JDS	Conduct factual research regarding claims	0.8	$1,000.00	$800.00
2023.09.01	Ralphs Pharmacy	JDA	Review dispute letter	0.3	$1,050.00	$315.00
2023.09.01	Ralphs Pharmacy	JDA	Review interrogatory responses	0.3	$1,050.00	$315.00
2023.09.01	Ralphs Pharmacy	JDS	Work on response to Express Scripts regarding request for Lewis documents	1.0	$1,000.00	$1,000.00
2023.09.05	Ralphs Pharmacy	JDA	Review discovery responses	0.8	$1,050.00	$840.00
2023.09.05	Ralphs Pharmacy	JDA	Review MTS order	0.4	$1,050.00	$420.00
2023.09.05	Ralphs Pharmacy	JDS	Attention to discovery	0.4	$1,000.00	$400.00
2023.09.05	Ralphs Pharmacy	JMF	Reviewed notice of rejection of service for subpoena; emailed same to J. Smith and AMW.	0.3	$425.00	$127.50
2023.09.06	Ralphs Pharmacy	JDA	Revise responses to RFAs	0.5	$1,050.00	$525.00
2023.09.06	Ralphs Pharmacy	JDS	Work on scheduling stipulation	0.5	$1,000.00	$500.00
2023.09.06	Ralphs Pharmacy	JDS	Edit discovery responses; supervise service of same	1.2	$1,000.00	$1,200.00
2023.09.06	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding case status and miscellaneous discovery issues	0.3	$1,000.00	$300.00
2023.09.06	Ralphs Pharmacy	JMF	Finalized discovery responses and requests; served same.	0.8	$425.00	$340.00
2023.09.07	Ralphs Pharmacy	DLS	Prepared check for mailing	0.2	$425.00	$85.00
2023.09.07	Ralphs Pharmacy	JDS	Call with opposing counsel	0.2	$1,000.00	$200.00
2023.09.07	Ralphs Pharmacy	JDS	Prepare response to Express Scripts request for information	0.3	$1,000.00	$300.00
2023.09.07	Ralphs Pharmacy	JDS	Review recent subpoenas	0.2	$1,000.00	$200.00
2023.09.07	Ralphs Pharmacy	RKA	Mailed out form and check for J. Smith	0.3	$350.00	$105.00
2023.09.11	Ralphs Pharmacy	JDS	Work on CVS HIPAA Waiver forms	0.8	$1,000.00	$800.00
2023.09.12	Ralphs Pharmacy	JDA	Secure HIPAA waivers	0.5	$1,050.00	$525.00
2023.09.12	Ralphs Pharmacy	JDS	Call client Kirkbride	0.1	$1,000.00	$100.00

2023.09.12	Ralphs Pharmacy	JDS	Call with client Berger	0.2	$1,000.00	$200.00
2023.09.13	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.4	$1,050.00	$420.00
2023.09.13	Ralphs Pharmacy	JDS	Team call regarding case status, discovery matters, and action items	0.4	$1,000.00	$400.00
2023.09.13	Ralphs Pharmacy	JDS	Contact counsel for Caremark regarding subpoena	0.4	$1,000.00	$400.00
2023.09.15	Ralphs Pharmacy	JDS	Attention to various discovery matters	0.4	$1,000.00	$400.00
2023.09.18	Ralphs Pharmacy	JDS	Attention to recent production	0.5	$1,000.00	$500.00
2023.09.19	Ralphs Pharmacy	JDS	Attention to document production	0.4	$1,000.00	$400.00
2023.09.20	Ralphs Pharmacy	JDA	Attend meet and confer	0.5	$1,050.00	$525.00
2023.09.20	Ralphs Pharmacy	JDA	Prepare for meet and confer	0.5	$1,050.00	$525.00
2023.09.20	Ralphs Pharmacy	JDS	Call with opposing counsel	0.5	$1,000.00	$500.00
2023.09.20	Ralphs Pharmacy	JDS	Call with J. Arisohn regarding case status and next steps	0.2	$1,000.00	$200.00
2023.09.21	Ralphs Pharmacy	JDS	Conduct factual research regarding claims	0.7	$1,000.00	$700.00
2023.09.21	Ralphs Pharmacy	JDS	Review new discovery requests	0.3	$1,000.00	$300.00
2023.09.25	Ralphs Pharmacy	JDS	Conduct factual research regarding claims	0.5	$1,000.00	$500.00
2023.09.26	Ralphs Pharmacy	JDA	Review subpoena to Molina	0.3	$1,050.00	$315.00
2023.09.26	Ralphs Pharmacy	JDA	Review data declaration	0.3	$1,050.00	$315.00
2023.09.26	Ralphs Pharmacy	JDS	Analyze recent subpoenas	0.6	$1,000.00	$600.00
2023.09.27	Ralphs Pharmacy	JDA	Attend meet and confer call regarding 30(b)(6) topics	0.4	$1,050.00	$420.00
2023.09.27	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2023.09.27	Ralphs Pharmacy	JDS	Draft interrogatory responses	0.9	$1,000.00	$900.00
2023.09.27	Ralphs Pharmacy	JDS	Conduct legal research regarding claims	1.0	$1,000.00	$1,000.00
2023.09.27	Ralphs Pharmacy	JDS	Meet and confer call with Defendant's counsel	0.5	$1,000.00	$500.00
2023.09.27	Ralphs Pharmacy	JDS	Call with J. Arioshn regarding case status and next steps	0.3	$1,000.00	$300.00
2023.09.29	Ralphs Pharmacy	JDA	Review interrogatory responses and discuss with J. Smith	0.3	$1,050.00	$315.00
2023.09.29	Ralphs Pharmacy	JDS	Draft interrogatory responses and objections	0.3	$1,000.00	$300.00
2023.09.29	Ralphs Pharmacy	JDS	Conduct legal research regarding other U&C cases	2.6	$1,000.00	$2,600.00
2023.10.05	Ralphs Pharmacy	JDS	Work on discovery responses	0.4	$1,000.00	$400.00
2023.10.05	Ralphs Pharmacy	JDS	Analyze Caremark objection and responses to subpoena	0.5	$1,000.00	$500.00
2023.10.05	Ralphs Pharmacy	JDS	Review Defendant's discovery dispute letter and plan response	0.4	$1,000.00	$400.00
2023.10.06	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2023.10.06	Ralphs Pharmacy	JDS	Conduct legal research regarding various discovery matters	1.0	$1,000.00	$1,000.00
2023.10.06	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding case status and miscellaneous discovery issues	0.4	$1,000.00	$400.00
2023.10.10	Ralphs Pharmacy	JDA	Review Schafermeyer declaration from Rite Aid	1.5	$1,050.00	$1,575.00
2023.10.10	Ralphs Pharmacy	JDA	Review response to discovery letter	0.2	$1,050.00	$210.00
2023.10.10	Ralphs Pharmacy	JDA	Review class certification motion from Rite Aid	0.8	$1,050.00	$840.00
2023.10.10	Ralphs Pharmacy	JDS	Conduct legal research regarding various discovery matters; draft correspondence to opposing counsel regarding the same	1.2	$1,000.00	$1,200.00
2023.10.10	Ralphs Pharmacy	JDS	Prepare for FRCP 30(b)(6) deposition	0.9	$1,000.00	$900.00
2023.10.11	Ralphs Pharmacy	JDA	Draft 30(b)(6) notice	0.9	$1,050.00	$945.00
2023.10.11	Ralphs Pharmacy	JDA	Prepare for depositions	4.4	$1,050.00	$4,620.00
2023.10.12	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	2.4	$1,050.00	$2,520.00

2023.10.13	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	9.9	$1,050.00	$10,395.00
2023.10.13	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding case status and miscellaneous discovery issues	0.4	$1,000.00	$400.00
2023.10.16	Ralphs Pharmacy	JDS	Attention to Plaintiffs' RFP 16; contact opposing counsel regarding the same	0.4	$1,000.00	$400.00
2023.10.16	Ralphs Pharmacy	JDS	Analyze relevant contracts	0.4	$1,000.00	$400.00
2023.10.17	Ralphs Pharmacy	JDA	Discuss deposition with Defendant	0.2	$1,050.00	$210.00
2023.10.17	Ralphs Pharmacy	JDA	Discuss depositions with J. Smith	0.3	$1,050.00	$315.00
2023.10.17	Ralphs Pharmacy	JDS	Attention to subpoenas	0.3	$1,000.00	$300.00
2023.10.17	Ralphs Pharmacy	JDS	Work on class certification strategy and 30(b)(6) topics	1.2	$1,000.00	$1,200.00
2023.10.17	Ralphs Pharmacy	JDS	Call with J. Arisohn regarding miscellaneous discovery matters and planning for depositions	0.2	$1,000.00	$200.00
2023.10.18	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2023.10.18	Ralphs Pharmacy	JDS	Call with J. Arisohn regarding miscellaneous discovery matters and planning for depositions	0.2	$1,000.00	$200.00
2023.10.18	Ralphs Pharmacy	JDS	Attention to subpoenas	0.4	$1,000.00	$400.00
2023.10.19	Ralphs Pharmacy	JDS	Work on class certification strategy	1.0	$1,000.00	$1,000.00
2023.10.19	Ralphs Pharmacy	JDS	Edit and finalize interrogatory responses; supervise service of same	0.5	$1,000.00	$500.00
2023.10.20	Ralphs Pharmacy	JDS	Conduct factual research regarding claims	0.8	$1,000.00	$800.00
2023.10.24	Ralphs Pharmacy	JDA	Call with J. Smith regarding deposition notice	0.3	$1,050.00	$315.00
2023.10.24	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	4.3	$1,050.00	$4,515.00
2023.10.24	Ralphs Pharmacy	JDA	Finalize 30(b)(6) notice	0.4	$1,050.00	$420.00
2023.10.24	Ralphs Pharmacy	JDS	Attention to various discovery matters	0.4	$1,000.00	$400.00
2023.10.24	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding preparing for FRCP 30(b)(6) deposition	0.4	$1,000.00	$400.00
2023.10.26	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	6.6	$1,050.00	$6,930.00
2023.10.27	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	7.7	$1,050.00	$8,085.00
2023.10.27	Ralphs Pharmacy	JDS	Attention to miscellaneous discovery matters	1.0	$1,000.00	$1,000.00
2023.10.30	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	6.2	$1,050.00	$6,510.00
2023.10.30	Ralphs Pharmacy	JDS	Contact opposing counsel regarding deposition scheduling	0.1	$1,000.00	$100.00
2023.10.30	Ralphs Pharmacy	JDS	Attention to discovery matters	0.8	$1,000.00	$800.00
2023.11.01	Ralphs Pharmacy	JDS	Case status review; attention to next steps	0.1	$1,000.00	$100.00
2023.11.03	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	4.8	$1,050.00	$5,040.00
2023.11.06	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	4.8	$1,050.00	$5,040.00
2023.11.07	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	4.6	$1,050.00	$4,830.00
2023.11.08	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.4	$1,050.00	$420.00
2023.11.08	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	2.4	$1,050.00	$2,520.00
2023.11.08	Ralphs Pharmacy	JDS	Call with J. Arisohn regarding case status and next steps	0.3	$1,000.00	$300.00
2023.11.08	Ralphs Pharmacy	JDS	Respond to email from opposing counsel	0.1	$1,000.00	$100.00
2023.11.08	Ralphs Pharmacy	JDS	Contact clients regarding discovery	0.3	$1,000.00	$300.00
2023.11.09	Ralphs Pharmacy	JDA	Attend call with Defendant	0.5	$1,050.00	$525.00
2023.11.09	Ralphs Pharmacy	JDS	Call with opposing counsel regarding case	0.5	$1,000.00	$500.00
2023.11.09	Ralphs Pharmacy	JDS	Contact client Kirkbride	0.2	$1,000.00	$200.00
2023.11.09	Ralphs Pharmacy	JDS	Contact client Berger	0.3	$1,000.00	$300.00
2023.11.10	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	3.6	$1,050.00	$3,780.00
2023.11.13	Ralphs Pharmacy	JDS	Call with client Berger	0.4	$1,000.00	$400.00

2023.11.14	Ralphs Pharmacy	JDS	Deposition prep	0.5	$1,000.00	$500.00
2023.11.15	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	7.7	$1,050.00	$8,085.00
2023.11.15	Ralphs Pharmacy	JDS	Team meeting regarding case status and next steps	0.4	$1,000.00	$400.00
2023.11.15	Ralphs Pharmacy	JDS	Call with client Kirkbride	0.3	$1,000.00	$300.00
2023.11.15	Ralphs Pharmacy	JDS	Attention to various discovery issues; contact opposing counsel regarding RFP 16	0.4	$1,000.00	$400.00
2023.11.16	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	6.9	$1,050.00	$7,245.00
2023.11.16	Ralphs Pharmacy	JDS	Work on class certification strategy; conduct legal and factual research regarding the same	1.2	$1,000.00	$1,200.00
2023.11.17	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	5.2	$1,050.00	$5,460.00
2023.11.17	Ralphs Pharmacy	JDA	Review correspondence regarding 30(b)(6) topics	0.7	$1,050.00	$735.00
2023.11.20	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	2.2	$1,050.00	$2,310.00
2023.11.20	Ralphs Pharmacy	JDS	Review documents produced by Molina Healthcare	0.3	$1,000.00	$300.00
2023.11.20	Ralphs Pharmacy	JDS	Review 30(b)(6) deposition objections	0.3	$1,000.00	$300.00
2023.11.24	Ralphs Pharmacy	JDS	Analyze documents produced by defendant	1.0	$1,000.00	$1,000.00
2023.11.27	Ralphs Pharmacy	JDA	Attend meet and confer call	1.0	$1,050.00	$1,050.00
2023.11.27	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2023.11.27	Ralphs Pharmacy	JDS	Contact client Berger	0.3	$1,000.00	$300.00
2023.11.27	Ralphs Pharmacy	JDS	Conduct research to plan for 30(b)(6) deposition	0.5	$1,000.00	$500.00
2023.11.27	Ralphs Pharmacy	JDS	Attention to deposition scheduling	0.3	$1,000.00	$300.00
2023.11.27	Ralphs Pharmacy	JDS	Prepare for and attend call with opposing counsel regarding various discovery matters	1.1	$1,000.00	$1,100.00
2023.11.27	Ralphs Pharmacy	JDS	Analyze documents produced by defendant	0.4	$1,000.00	$400.00
2023.11.28	Ralphs Pharmacy	JDS	Anaylze recently produced documents; analyze Caremark transcripts from other proceedings	3.5	$1,000.00	$3,500.00
2023.11.29	Ralphs Pharmacy	JDA	Review U&C cases	1.3	$1,050.00	$1,365.00
2023.11.29	Ralphs Pharmacy	JDS	Deposition scheduling	0.3	$1,000.00	$300.00
2023.11.29	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding case status and next steps	0.2	$1,000.00	$200.00
2023.11.30	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	0.5	$1,050.00	$525.00
2023.11.30	Ralphs Pharmacy	JDA	Attend call with J. Kingsolver	0.5	$1,050.00	$525.00
2023.11.30	Ralphs Pharmacy	JDS	Attention to new productions	1.2	$1,000.00	$1,200.00
2023.11.30	Ralphs Pharmacy	JDS	Call with counsel in other case	0.5	$1,000.00	$500.00
2023.11.30	Ralphs Pharmacy	JDS	Work on 30(b)(6) outline and preparation	2.5	$1,000.00	$2,500.00
2023.12.04	Ralphs Pharmacy	JDS	Analyze Humana materials	1.8	$1,000.00	$1,800.00
2023.12.04	Ralphs Pharmacy	JDS	Analyze Kroger privilege log	0.5	$1,000.00	$500.00
2023.12.04	Ralphs Pharmacy	JDS	Analyze amended objections and responses to interrogatories	0.3	$1,000.00	$300.00
2023.12.11	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	5.9	$1,050.00	$6,195.00
2023.12.11	Ralphs Pharmacy	JDA	Review revised discovery responses	0.4	$1,050.00	$420.00
2023.12.11	Ralphs Pharmacy	JDS	Attention to document production; review recently produced documents	1.2	$1,000.00	$1,200.00
2023.12.11	Ralphs Pharmacy	JDS	Analyze Defendant's recent discovery responses; work on class certification strategy	1.0	$1,000.00	$1,000.00
2023.12.11	Ralphs Pharmacy	JDS	Plan for 30(b)(6) deposition	0.4	$1,000.00	$400.00
2023.12.12	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	7.7	$1,050.00	$8,085.00
2023.12.12	Ralphs Pharmacy	JDS	Prepare for 30(b)(6) deposition	0.5	$1,000.00	$500.00
2023.12.12	Ralphs Pharmacy	JDS	Work on 30(b)(6) strategy	1.0	$1,000.00	$1,000.00
2023.12.12	Ralphs Pharmacy	JDS	Review recently produced documents	0.5	$1,000.00	$500.00

2023.12.13	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	7.9	$1,050.00	$8,295.00
2023.12.13	Ralphs Pharmacy	JDA	Respond to email from Defendant	0.4	$1,050.00	$420.00
2023.12.13	Ralphs Pharmacy	JDS	Conduct factual research regarding claims and to prepare for 30(b)(6) deposition	1.5	$1,000.00	$1,500.00
2023.12.13	Ralphs Pharmacy	JDS	Meet with J. Arisohn regarding planning for 30(b)(6) deposition	0.5	$1,000.00	$500.00
2023.12.13	Ralphs Pharmacy	JDS	Prepare for client depositions	2.0	$1,000.00	$2,000.00
2023.12.14	Ralphs Pharmacy	JDA	Research sanctions for failure to appear for a noticed deposition	0.5	$1,050.00	$525.00
2023.12.14	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	8.9	$1,050.00	$9,345.00
2023.12.14	Ralphs Pharmacy	JDS	Client deposition preparation	3.0	$1,000.00	$3,000.00
2023.12.14	Ralphs Pharmacy	JDS	Contact Client Kirkbride	0.2	$1,000.00	$200.00
2023.12.15	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	10.5	$1,050.00	$11,025.00
2023.12.15	Ralphs Pharmacy	JDA	Attend meet and confer	1.1	$1,050.00	$1,155.00
2023.12.15	Ralphs Pharmacy	JDA	Prepare for meet and confer	1.3	$1,050.00	$1,365.00
2023.12.15	Ralphs Pharmacy	JDS	Prepare for Kirkbride deposition	1.5	$1,000.00	$1,500.00
2023.12.15	Ralphs Pharmacy	JDS	Call with opposing counsel	1.1	$1,000.00	$1,100.00
2023.12.16	Ralphs Pharmacy	JDA	Review letter from Defendant	0.5	$1,050.00	$525.00
2023.12.16	Ralphs Pharmacy	JDA	Respond to letter from Defendant	0.8	$1,050.00	$840.00
2023.12.17	Ralphs Pharmacy	JDA	Review email correspondence from Defendant	0.3	$1,050.00	$315.00
2023.12.18	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	4.3	$1,050.00	$4,515.00
2023.12.18	Ralphs Pharmacy	JDS	Prepare for client depositions	2.0	$1,000.00	$2,000.00
2023.12.18	Ralphs Pharmacy	JDS	Contact client Berger	0.2	$1,000.00	$200.00
2023.12.18	Ralphs Pharmacy	JDS	Assist J. Arisohn in preparing for 30(b)(6) deposition	1.0	$1,000.00	$1,000.00
2023.12.19	Ralphs Pharmacy	JDA	Prepare for 30(b)(6) deposition	1.9	$1,050.00	$1,995.00
2023.12.19	Ralphs Pharmacy	JDA	Take 30(b)(6) deposition	5.6	$1,050.00	$5,880.00
2023.12.19	Ralphs Pharmacy	JDS	Prepare for and attend deposition	7.0	$1,000.00	$7,000.00
2023.12.20	Ralphs Pharmacy	JDA	Review outline for plaintiff deposition preparation	1.4	$1,050.00	$1,470.00
2023.12.20	Ralphs Pharmacy	JDA	Draft class certification brief	2.9	$1,050.00	$3,045.00
2023.12.20	Ralphs Pharmacy	JDS	Prepare for Berger deposition	1.4	$1,000.00	$1,400.00
2023.12.20	Ralphs Pharmacy	JDS	Contact client Berger	0.2	$1,000.00	$200.00
2023.12.20	Ralphs Pharmacy	JDS	Meeting with client Kirkbride	2.0	$1,000.00	$2,000.00
2023.12.21	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2023.12.21	Ralphs Pharmacy	JDA	Draft class certification brief	4.5	$1,050.00	$4,725.00
2023.12.21	Ralphs Pharmacy	JDS	Call with client Berger	0.5	$1,000.00	$500.00
2023.12.21	Ralphs Pharmacy	JDS	Prepare for client depositions	1.0	$1,000.00	$1,000.00
2023.12.21	Ralphs Pharmacy	JDS	Call with J. Arisohn regarding case status and next steps in discovery	0.4	$1,000.00	$400.00
2023.12.22	Ralphs Pharmacy	JDS	Deposition preparation	0.7	$1,000.00	$700.00
2023.12.26	Ralphs Pharmacy	JDS	Conduct factual research regarding claims	1.0	$1,000.00	$1,000.00
2023.12.27	Ralphs Pharmacy	JDS	Review recently produced documents	1.0	$1,000.00	$1,000.00
2024.01.02	Ralphs Pharmacy	JDA	review deposition transcript	3.8	$1,050.00	$3,990.00
2024.01.02	Ralphs Pharmacy	JDS	Deposition prep	2.0	$1,000.00	$2,000.00
2024.01.02	Ralphs Pharmacy	JDS	Review 30(b)(6) deposition transcript	0.3	$1,000.00	$300.00
2024.01.02	Ralphs Pharmacy	JDS	Supervise filing of Berger dismissal; edit same	0.5	$1,000.00	$500.00

2024.01.02	Ralphs Pharmacy	JDS	Contact Client Kirkbride	0.3	$1,000.00	$300.00
2024.01.09	Ralphs Pharmacy	JDS	Attention to document production	0.5	$1,000.00	$500.00
2024.01.10	Ralphs Pharmacy	JDS	Call with client Kirkbride regarding deposition preparation	2.3	$1,000.00	$2,300.00
2024.01.10	Ralphs Pharmacy	JDS	Research regarding class certification	0.5	$1,000.00	$500.00
2024.01.11	Ralphs Pharmacy	JDA	Prepare for client meeting	1.8	$1,050.00	$1,890.00
2024.01.12	Ralphs Pharmacy	JDA	Prepare for client meeting	0.8	$1,050.00	$840.00
2024.01.12	Ralphs Pharmacy	JDS	Work on class certification motion; conduct legal and factual research regarding the same	7.5	$1,000.00	$7,500.00
2024.01.12	Ralphs Pharmacy	JDS	Monitor Walgreen case	0.3	$1,000.00	$300.00
2024.01.15	Ralphs Pharmacy	JDS	Prepare for client depositions	5.0	$1,000.00	$5,000.00
2024.01.15	Ralphs Pharmacy	JDS	Meeting with client J. Kirkbride regarding deposition	2.0	$1,000.00	$2,000.00
2024.01.16	Ralphs Pharmacy	JDA	Call with J. Smith	0.4	$1,050.00	$420.00
2024.01.16	Ralphs Pharmacy	JDS	Conduct legal research regarding claims	1.0	$1,000.00	$1,000.00
2024.01.16	Ralphs Pharmacy	JDS	Prepare for and attend Kirkbride deposition	7.0	$1,000.00	$7,000.00
2024.01.16	Ralphs Pharmacy	JDS	Call with J. Arisohn regarding case status and next steps in discovery	0.4	$1,000.00	$400.00
2024.01.17	Ralphs Pharmacy	JDA	Prepare for Lewis deposition	4.6	$1,050.00	$4,830.00
2024.01.18	Ralphs Pharmacy	JDA	Prepare for meeting with client	2.5	$1,050.00	$2,625.00
2024.01.18	Ralphs Pharmacy	JDA	Meet with client	0.7	$1,050.00	$735.00
2024.01.18	Ralphs Pharmacy	JDS	Work on class certification brief; conduct legal research regarding the same	2.0	$1,000.00	$2,000.00
2024.01.19	Ralphs Pharmacy	JDS	Call with expert	0.5	$1,000.00	$500.00
2024.01.22	Ralphs Pharmacy	JDA	Research state medicaid regulations	1.3	$1,050.00	$1,365.00
2024.01.22	Ralphs Pharmacy	JDA	Prepare for client deposition	2.4	$1,050.00	$2,520.00
2024.01.23	Ralphs Pharmacy	JDS	Attention to deposition transcripts and exhibits	0.4	$1,000.00	$400.00
2024.01.24	Ralphs Pharmacy	JDA	Meet with client	1.5	$1,050.00	$1,575.00
2024.01.24	Ralphs Pharmacy	JDA	Prepare for Lewis deposition	1.3	$1,050.00	$1,365.00
2024.01.24	Ralphs Pharmacy	JDA	Travel for Lewis deposition	6.5	$1,050.00	$6,825.00
2024.01.25	Ralphs Pharmacy	JDA	Defend Lewis deposition	6.5	$1,050.00	$6,825.00
2024.01.25	Ralphs Pharmacy	JDA	Travel back to NYC	9.5	$1,050.00	$9,975.00
2024.01.29	Ralphs Pharmacy	JDA	Call with C. Weir	0.5	$1,050.00	$525.00
2024.01.29	Ralphs Pharmacy	JDS	Analyze Kirkbride deposition	1.0	$1,000.00	$1,000.00
2024.01.29	Ralphs Pharmacy	JDS	Call with expert	0.5	$1,000.00	$500.00
2024.01.29	Ralphs Pharmacy	JDS	Attention to document productions	1.0	$1,000.00	$1,000.00
2024.01.31	Ralphs Pharmacy	JDA	Research state medicaid regulations	3.3	$1,050.00	$3,465.00
2024.01.31	Ralphs Pharmacy	JDA	Attend call with expert	0.7	$1,050.00	$735.00
2024.02.01	Ralphs Pharmacy	JDA	Review Lewis deposition transcript	1.7	$1,050.00	$1,785.00
2024.02.05	Ralphs Pharmacy	JDA	Draft class certification brief	6.6	$1,050.00	$6,930.00
2024.02.05	Ralphs Pharmacy	JDS	Analyze Kirkbride deposition transcript	3.0	$1,000.00	$3,000.00
2024.02.05	Ralphs Pharmacy	JDS	Contact Client Kirkbride	0.2	$1,000.00	$200.00
2024.02.06	Ralphs Pharmacy	JDA	Draft class certification brief	7.7	$1,050.00	$8,085.00
2024.02.07	Ralphs Pharmacy	JDA	Draft class certification brief	3.9	$1,050.00	$4,095.00
2024.02.07	Ralphs Pharmacy	JDA	Discuss case with expert	0.3	$1,050.00	$315.00
2024.02.08	Ralphs Pharmacy	JDA	Draft class certification brief	5.8	$1,050.00	$6,090.00

2024.02.09	Ralphs Pharmacy	JDA	Draft class certification brief	5.5	$1,050.00	$5,775.00
2024.02.12	Ralphs Pharmacy	JDA	Discuss case with C. Weir	0.3	$1,050.00	$315.00
2024.02.12	Ralphs Pharmacy	JDA	Draft class certification brief	4.3	$1,050.00	$4,515.00
2024.02.12	Ralphs Pharmacy	JDS	Call with J. Arisohn regarding case status and next steps in discovery	0.3	$1,000.00	$300.00
2024.02.12	Ralphs Pharmacy	JDS	Call with expert	0.2	$1,000.00	$200.00
2024.02.13	Ralphs Pharmacy	JDA	Draft class certification brief	5.1	$1,050.00	$5,355.00
2024.02.13	Ralphs Pharmacy	JDA	Review expert report	3.3	$1,050.00	$3,465.00
2024.02.13	Ralphs Pharmacy	JDS	Review/edit expert report	3.0	$1,000.00	$3,000.00
2024.02.13	Ralphs Pharmacy	JDS	Call with expert	0.5	$1,000.00	$500.00
2024.02.13	Ralphs Pharmacy	JDS	Work on class certification motion	1.0	$1,000.00	$1,000.00
2024.02.14	Ralphs Pharmacy	JDA	Draft class certification brief	6.9	$1,050.00	$7,245.00
2024.02.14	Ralphs Pharmacy	JDA	Review expert report	4.7	$1,050.00	$4,935.00
2024.02.14	Ralphs Pharmacy	JDS	Work on class certification and supporting documents	4.6	$1,000.00	$4,600.00
2024.02.15	Ralphs Pharmacy	AMW	Served defense counsel with errata sheet and confidentiality designations	0.2	$400.00	$80.00
2024.02.15	Ralphs Pharmacy	AMW	Sent Veritext errata sheet and confidentiality designations	0.2	$400.00	$80.00
2024.02.15	Ralphs Pharmacy	JDA	Draft class certification brief	4.9	$1,050.00	$5,145.00
2024.02.15	Ralphs Pharmacy	JDA	Review Weir report	1.7	$1,050.00	$1,785.00
2024.02.16	Ralphs Pharmacy	JDA	Discuss case with C. Weir	0.5	$1,050.00	$525.00
2024.02.16	Ralphs Pharmacy	JDA	Draft class certification brief	5.5	$1,050.00	$5,775.00
2024.02.16	Ralphs Pharmacy	JDA	Discuss case with K. Schafermeyer	0.5	$1,050.00	$525.00
2024.02.16	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2024.02.19	Ralphs Pharmacy	JDS	Work on class certification brief and supporting documents	3.5	$1,000.00	$3,500.00
2024.02.19	Ralphs Pharmacy	JDS	Call with client Kirkbride regarding case status and next steps	0.3	$1,000.00	$300.00
2024.02.20	Ralphs Pharmacy	JDA	Draft email to Defendant regarding sealing	0.5	$1,050.00	$525.00
2024.02.20	Ralphs Pharmacy	JDA	Discuss sealing with J. Smith	0.2	$1,050.00	$210.00
2024.02.20	Ralphs Pharmacy	JDS	Analyze and edit expert report	0.5	$1,000.00	$500.00
2024.02.20	Ralphs Pharmacy	JDS	Work on class certification brief and supporting documents	3.0	$1,000.00	$3,000.00
2024.02.21	Ralphs Pharmacy	JDA	Review and analysis of draft Schafermeyer report	3.8	$1,050.00	$3,990.00
2024.02.21	Ralphs Pharmacy	JDA	Prepare class certification filing	3.4	$1,050.00	$3,570.00
2024.02.21	Ralphs Pharmacy	JDA	Discuss case with C. Weir	0.4	$1,050.00	$420.00
2024.02.21	Ralphs Pharmacy	RSR	Formatted supporting documents and updated Table of Contents regarding class certification brief (.2)	0.2	$425.00	$85.00
2024.02.22	Ralphs Pharmacy	JDA	Finalize class certification motion	6.9	$1,050.00	$7,245.00
2024.02.22	Ralphs Pharmacy	JDA	Review Schafermeyer report	1.8	$1,050.00	$1,890.00
2024.02.22	Ralphs Pharmacy	JDA	Discuss case with K. Schafermeyer	0.4	$1,050.00	$420.00
2024.02.22	Ralphs Pharmacy	JDA	Review email and proposed motion from Defendant	0.5	$1,050.00	$525.00
2024.02.23	Ralphs Pharmacy	JDA	Finalize class certification motion	6.8	$1,050.00	$7,140.00
2024.02.26	Ralphs Pharmacy	JDA	Finalize class certification motion	4.4	$1,050.00	$4,620.00
2024.03.07	Ralphs Pharmacy	JDA	Discuss case with Schafermeyer	0.3	$1,050.00	$315.00
2024.03.07	Ralphs Pharmacy	JDA	Research Daubert arguments from other U&C cases	6.7	$1,050.00	$7,035.00
2024.03.11	Ralphs Pharmacy	JDA	Review email from defense counsel	0.3	$1,050.00	$315.00

2024.03.11	Ralphs Pharmacy	JDA	Discuss production with C. Weir	0.2	$1,050.00	$210.00
2024.03.12	Ralphs Pharmacy	JDA	Review motion to seal	0.4	$1,050.00	$420.00
2024.03.14	Ralphs Pharmacy	JDA	Coordinate Weir production	0.5	$1,050.00	$525.00
2024.03.22	Ralphs Pharmacy	JDA	Attend meet and confer call	0.3	$1,050.00	$315.00
2024.04.09	Ralphs Pharmacy	JDA	Review updated discovery responses	0.4	$1,050.00	$420.00
2024.04.23	Ralphs Pharmacy	JDA	Prepare for Schafermeyer deposition	6.6	$1,050.00	$6,930.00
2024.04.24	Ralphs Pharmacy	JDA	Prepare for Schafermeyer deposition	8.8	$1,050.00	$9,240.00
2024.04.24	Ralphs Pharmacy	JDA	Discuss case with expert	0.5	$1,050.00	$525.00
2024.04.25	Ralphs Pharmacy	JDA	Prepare for Schafermeyer deposition	5.5	$1,050.00	$5,775.00
2024.04.25	Ralphs Pharmacy	JDA	Meet with expert	1.5	$1,050.00	$1,575.00
2024.04.26	Ralphs Pharmacy	JDA	Prepare for deposition	0.7	$1,050.00	$735.00
2024.04.26	Ralphs Pharmacy	JDA	Defend Schafermeyer deposition	7.7	$1,050.00	$8,085.00
2024.04.30	Ralphs Pharmacy	JDA	Review Schafermeyer transcript	0.8	$1,050.00	$840.00
2024.05.01	Ralphs Pharmacy	JDA	Attend preparation session with C. Weir	1.0	$1,050.00	$1,050.00
2024.05.01	Ralphs Pharmacy	JDA	Prepare for deposition preparation session with C. Weir	3.8	$1,050.00	$3,990.00
2024.05.02	Ralphs Pharmacy	JDA	Attend Weir deposition	4.9	$1,050.00	$5,145.00
2024.05.08	Ralphs Pharmacy	JDA	Attend meet and confer call	0.2	$1,050.00	$210.00
2024.05.14	Ralphs Pharmacy	JDA	Discuss case with C. Weir	0.3	$1,050.00	$315.00
2024.05.14	Ralphs Pharmacy	JDA	Review sealing motion	0.4	$1,050.00	$420.00
2024.05.29	Ralphs Pharmacy	JDA	Review class certification motion	3.5	$1,050.00	$3,675.00
2024.05.30	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.4	$1,050.00	$420.00
2024.05.30	Ralphs Pharmacy	JDA	Review Daubert briefs	2.4	$1,050.00	$2,520.00
2024.05.31	Ralphs Pharmacy	JDA	Discuss case with K. Schafermeyer	0.5	$1,050.00	$525.00
2024.06.03	Ralphs Pharmacy	JDA	Review Kroger's expert reports	2.9	$1,050.00	$3,045.00
2024.06.04	Ralphs Pharmacy	JDA	Work on sealing motion	0.5	$1,050.00	$525.00
2024.06.04	Ralphs Pharmacy	RGT	Motion to Seal	6.0	$450.00	$2,700.00
2024.06.05	Ralphs Pharmacy	JDA	Review and revise motion to seal	1.7	$1,050.00	$1,785.00
2024.06.05	Ralphs Pharmacy	JDA	Meet with expert	0.6	$1,050.00	$630.00
2024.06.05	Ralphs Pharmacy	JDA	Prepare for Hughes deposition	3.2	$1,050.00	$3,360.00
2024.06.05	Ralphs Pharmacy	RGT	Motion to Seal	3.0	$450.00	$1,350.00
2024.06.06	Ralphs Pharmacy	JDA	Draft class certification reply	8.7	$1,050.00	$9,135.00
2024.06.10	Ralphs Pharmacy	AMW	Assist in setting up depositions	0.2	$400.00	$80.00
2024.06.10	Ralphs Pharmacy	JDA	Schedule and notice depostions	0.5	$1,050.00	$525.00
2024.06.10	Ralphs Pharmacy	JDA	Finalize motion to seal	0.8	$1,050.00	$840.00
2024.06.10	Ralphs Pharmacy	JDA	Prepare for Hughes deposition	7.4	$1,050.00	$7,770.00
2024.06.11	Ralphs Pharmacy	JDA	Prepare for Hughes deposition	5.9	$1,050.00	$6,195.00
2024.06.12	Ralphs Pharmacy	ERH	Comparing expert reports	2.4	$450.00	$1,080.00
2024.06.12	Ralphs Pharmacy	JDA	Prepare for Jacobs deposition	6.9	$1,050.00	$7,245.00
2024.06.12	Ralphs Pharmacy	JDA	Draft class certification reply	3.2	$1,050.00	$3,360.00
2024.06.13	Ralphs Pharmacy	ERH	Finalizing expert report comparison	1.5	$450.00	$675.00
2024.06.13	Ralphs Pharmacy	JDA	Review draft Weir Daubert opp	0.7	$1,050.00	$735.00

2024.06.13	Ralphs Pharmacy	JDA	Prepare for Jacobs deposition	3.8	$1,050.00	$3,990.00
2024.06.13	Ralphs Pharmacy	JDA	Attend meeting with C. Weir	0.5	$1,050.00	$525.00
2024.06.14	Ralphs Pharmacy	JDA	Prepare for Jacobs deposition	8.5	$1,050.00	$8,925.00
2024.06.14	Ralphs Pharmacy	JDA	Attend call with experts	1.0	$1,050.00	$1,050.00
2024.06.17	Ralphs Pharmacy	JDA	Attend call with Dr. Hayes	0.3	$1,050.00	$315.00
2024.06.17	Ralphs Pharmacy	JDA	Prepare for Jacobs deposition	6.3	$1,050.00	$6,615.00
2024.06.18	Ralphs Pharmacy	ERH	Beginning expert report comparison	1.0	$450.00	$450.00
2024.06.18	Ralphs Pharmacy	JDA	Prepare for Jacobs deposition	8.8	$1,050.00	$9,240.00
2024.06.19	Ralphs Pharmacy	ERH	Finishing up expert report comparison	1.6	$450.00	$720.00
2024.06.19	Ralphs Pharmacy	JDA	Prepare for Jacobs deposition	5.4	$1,050.00	$5,670.00
2024.06.20	Ralphs Pharmacy	JDA	Prepare for Jacobs deposition	6.6	$1,050.00	$6,930.00
2024.06.21	Ralphs Pharmacy	JDA	Prepare for Jacobs deposition	7.4	$1,050.00	$7,770.00
2024.06.24	Ralphs Pharmacy	JDA	Prepare for Hughes deposition	0.6	$1,050.00	$630.00
2024.06.24	Ralphs Pharmacy	JDA	Prepare for Jacobs deposition	5.3	$1,050.00	$5,565.00
2024.06.24	Ralphs Pharmacy	JDA	Draft class certification reply	3.8	$1,050.00	$3,990.00
2024.06.25	Ralphs Pharmacy	JDA	Take Jacobs deposition	4.1	$1,050.00	$4,305.00
2024.06.25	Ralphs Pharmacy	JDA	Prepare for Jacobs deposition	2.5	$1,050.00	$2,625.00
2024.06.27	Ralphs Pharmacy	JDA	Prepare for Hughes deposition	1.6	$1,050.00	$1,680.00
2024.06.27	Ralphs Pharmacy	JDA	Take Hughes deposition	1.3	$1,050.00	$1,365.00
2024.06.27	Ralphs Pharmacy	JDA	Draft class certification reply	5.4	$1,050.00	$5,670.00
2024.06.28	Ralphs Pharmacy	JDA	Draft class certification reply	4.4	$1,050.00	$4,620.00
2024.07.15	Ralphs Pharmacy	JDA	Discuss case with C. Weir	0.3	$1,050.00	$315.00
2024.07.15	Ralphs Pharmacy	JDA	Draft class certification reply	8.8	$1,050.00	$9,240.00
2024.07.16	Ralphs Pharmacy	JDA	Draft class certification reply	9.9	$1,050.00	$10,395.00
2024.07.17	Ralphs Pharmacy	JDA	Draft class certification reply	10.8	$1,050.00	$11,340.00
2024.07.18	Ralphs Pharmacy	JDA	Discuss case with K. Schafermeyer	0.3	$1,050.00	$315.00
2024.07.18	Ralphs Pharmacy	JDA	Discuss case with S. Hayes	0.3	$1,050.00	$315.00
2024.07.18	Ralphs Pharmacy	JDA	Review Hayes report	2.8	$1,050.00	$2,940.00
2024.07.18	Ralphs Pharmacy	JDA	Draft class certification reply	8.0	$1,050.00	$8,400.00
2024.07.22	Ralphs Pharmacy	JDA	Draft sealing motion	1.5	$1,050.00	$1,575.00
2024.07.22	Ralphs Pharmacy	JDA	Review Schafermeyer report	2.9	$1,050.00	$3,045.00
2024.07.22	Ralphs Pharmacy	JDA	Draft class certification reply	4.8	$1,050.00	$5,040.00
2024.07.23	Ralphs Pharmacy	JDA	Review opposition to Weir Daubert	2.5	$1,050.00	$2,625.00
2024.07.23	Ralphs Pharmacy	JDA	Draft class certification reply	3.4	$1,050.00	$3,570.00
2024.07.23	Ralphs Pharmacy	JDA	Review opposition to Schafermeyer Daubert	2.5	$1,050.00	$2,625.00
2024.07.24	Ralphs Pharmacy	JDA	Review Schafermeyer report	0.5	$1,050.00	$525.00
2024.07.24	Ralphs Pharmacy	JDA	Discuss case with Schafermeyer	0.3	$1,050.00	$315.00
2024.07.24	Ralphs Pharmacy	RSR	Prepared tables for Class Cert Reply (.3)	0.3	$425.00	$127.50
2024.07.25	Ralphs Pharmacy	JDA	Finalize Schafermeyer Daubert opposition	1.7	$1,050.00	$1,785.00
2024.07.25	Ralphs Pharmacy	JDA	Finalize Weir Daubert opposition	1.6	$1,050.00	$1,680.00
2024.07.25	Ralphs Pharmacy	JDA	Finalize class cert reply	6.7	$1,050.00	$7,035.00

2024.08.07	Ralphs Pharmacy	JDA	Review Defendant's sealing motion	0.5	$1,050.00	$525.00
2024.08.07	Ralphs Pharmacy	JDA	Draft sealing motion	1.4	$1,050.00	$1,470.00
2024.09.06	Ralphs Pharmacy	JDA	Draft opposition to request for sur-reply	4.4	$1,050.00	$4,620.00
2024.09.06	Ralphs Pharmacy	JDA	Review motion for sur-reply	0.8	$1,050.00	$840.00
2024.09.06	Ralphs Pharmacy	JDA	Review motion to strike Weir reply declaration	0.7	$1,050.00	$735.00
2024.09.06	Ralphs Pharmacy	JDA	Review motion to strike Hayes	0.7	$1,050.00	$735.00
2024.09.09	Ralphs Pharmacy	JDA	Draft opposition to request for sur-reply	7.5	$1,050.00	$7,875.00
2024.09.09	Ralphs Pharmacy	JDA	Draft opposition to MTS Weir reply declaration	0.5	$1,050.00	$525.00
2024.09.17	Ralphs Pharmacy	JDA	Draft opposition to motion to strike Weir rebuttal	0.3	$1,050.00	$315.00
2024.09.17	Ralphs Pharmacy	JDA	Review and revise Hayes opposition	1.5	$1,050.00	$1,575.00
2024.09.18	Ralphs Pharmacy	JDA	Draft sur-reply opposition	2.4	$1,050.00	$2,520.00
2024.09.19	Ralphs Pharmacy	JDA	Finalize briefs for filing	1.8	$1,050.00	$1,890.00
2024.09.19	Ralphs Pharmacy	RSR	Prepared tables for Oppn to Motion for Leave to File Sur Reply (.2)	0.2	$425.00	$85.00
2024.10.21	Ralphs Pharmacy	JDA	Prepare for class cert hr'g	6.8	$1,050.00	$7,140.00
2024.10.22	Ralphs Pharmacy	JDA	Review email from M. Leib	0.3	$1,050.00	$315.00
2024.10.22	Ralphs Pharmacy	JDA	Prepare for class cert hr'g	8.8	$1,050.00	$9,240.00
2024.10.23	Ralphs Pharmacy	JDA	Prepare for class cert hr'g	6.9	$1,050.00	$7,245.00
2024.10.24	Ralphs Pharmacy	JDA	Prepare for class cert hr'g	5.9	$1,050.00	$6,195.00
2024.10.24	Ralphs Pharmacy	JDA	Send email to Def. re preservation	0.3	$1,050.00	$315.00
2024.10.25	Ralphs Pharmacy	JDA	Prepare for class cert hr'g	6.7	$1,050.00	$7,035.00
2024.10.28	Ralphs Pharmacy	JDA	Discuss case with J. Smith	0.3	$1,050.00	$315.00
2024.10.28	Ralphs Pharmacy	JDA	Prepare for class cert hr'g	5.8	$1,050.00	$6,090.00
2024.10.28	Ralphs Pharmacy	JDA	Attend meet and confer call with Def.	0.2	$1,050.00	$210.00
2024.10.29	Ralphs Pharmacy	JDA	Prepare for class cert hr'g	7.0	$1,050.00	$7,350.00
2024.10.30	Ralphs Pharmacy	JDA	Check scheduling with experts	0.5	$1,050.00	$525.00
2024.10.30	Ralphs Pharmacy	JDA	Prepare for class cert hr'g	6.9	$1,050.00	$7,245.00
2024.10.30	Ralphs Pharmacy	JDA	Correspond with Def. re dates for evidentiary hearing	0.3	$1,050.00	$315.00
2024.11.01	Ralphs Pharmacy	JDA	Prepare for class cert hr'g	3.5	$1,050.00	$3,675.00
2024.11.05	Ralphs Pharmacy	JDA	Prepare for teleconference	3.3	$1,050.00	$3,465.00
2024.11.05	Ralphs Pharmacy	JDA	Prepare for class cert hr'g	4.8	$1,050.00	$5,040.00
2024.11.06	Ralphs Pharmacy	JDA	Prepare for status conference	0.4	$1,050.00	$420.00
2024.11.06	Ralphs Pharmacy	JDA	Prepare for evientiary hearing	6.5	$1,050.00	$6,825.00
2024.11.06	Ralphs Pharmacy	JDA	Attend status conference	0.5	$1,050.00	$525.00
2024.11.06	Ralphs Pharmacy	JDA	Discuss scheduling with experts	0.5	$1,050.00	$525.00
2024.11.07	Ralphs Pharmacy	JDA	Prepare for hearing	5.5	$1,050.00	$5,775.00
2024.11.07	Ralphs Pharmacy	JDA	Coordinate scheduling for hearing	0.4	$1,050.00	$420.00
2024.11.08	Ralphs Pharmacy	JDA	Prepare for evidentiary hearing	6.1	$1,050.00	$6,405.00
2024.11.08	Ralphs Pharmacy	JDA	Coordinate scheduling for hearing	0.6	$1,050.00	$630.00
2024.11.11	Ralphs Pharmacy	JDA	Prepare for evidentiary hearing	7.4	$1,050.00	$7,770.00
2024.11.12	Ralphs Pharmacy	JDA	Prepare for evidentiary hearing	4.2	$1,050.00	$4,410.00
2024.11.12	Ralphs Pharmacy	JDA	Draft joint submission re evidentiary hearing	0.5	$1,050.00	$525.00

2024.11.13	Ralphs Pharmacy	JDA	Draft joint submission re evidentiary hearing	0.8	$1,050.00	$840.00
2024.11.13	Ralphs Pharmacy	JDA	Prepare for evidentiary hearing	6.9	$1,050.00	$7,245.00
2024.11.13	Ralphs Pharmacy	JDA	Meet and confer with defense counsel	0.3	$1,050.00	$315.00
2024.11.14	Ralphs Pharmacy	JDA	Prepare for evidentiary hearing	6.9	$1,050.00	$7,245.00
2024.11.15	Ralphs Pharmacy	JDA	Schedule with experts	0.5	$1,050.00	$525.00
2024.11.15	Ralphs Pharmacy	JDA	Prepare for evidentiary hearing	6.5	$1,050.00	$6,825.00
2024.11.18	Ralphs Pharmacy	JDA	Prepare for evidentiary hearing	3.5	$1,050.00	$3,675.00
2024.12.03	Ralphs Pharmacy	JDA	Prepare for hearing	7.2	$1,050.00	$7,560.00
2024.12.04	Ralphs Pharmacy	JDA	Prepare for hearing	7.3	$1,050.00	$7,665.00
2024.12.06	Ralphs Pharmacy	JDA	Prepare for hearing	5.5	$1,050.00	$5,775.00
2025.01.13	Ralphs Pharmacy	JIM	Review case materials in preparation for upcoming evidentiary hearing	2.0	$1,400.00	$2,800.00
2025.01.14	Ralphs Pharmacy	JIM	Review and analyze operative complaint, class certification briefing, and Daubert briefing; review email from J. Arisohn about next steps for upcoming evidentiary hearing, and confer with J. Arisohn regarding same	3.7	$1,400.00	$5,180.00
2025.01.15	Ralphs Pharmacy	AJO	Confer with J. Marchese and J. Arisohn regarding strategy; expert document production; and next steps	0.5	$875.00	$437.50
2025.01.15	Ralphs Pharmacy	AJO	Coordinate expert document production; email defense counsel regarding the same	0.6	$875.00	$525.00
2025.01.15	Ralphs Pharmacy	JIM	Conferences and emails with J. Arisohn and A. Obergfell about production of expert materials, and attend to same; confer with A. Obergfell and J. Arisohn regarding class certification issues and authority	3.0	$1,400.00	$4,200.00
2025.01.16	Ralphs Pharmacy	AJO	Finalize expert Hayes document production and serve on defense counsel	0.4	$875.00	$350.00
2025.01.17	Ralphs Pharmacy	AJO	Review correspondence from defense counsel regarding expert Hayes document production; respond	0.2	$875.00	$175.00
2025.01.17	Ralphs Pharmacy	AJO	Prepare for evidentiary hearing and class certification argument	1.7	$875.00	$1,487.50
2025.01.21	Ralphs Pharmacy	AJO	Review correspondence from defense counsel regarding expert report correction; confer with J. Arisohn regarding the same	0.3	$875.00	$262.50
2025.01.21	Ralphs Pharmacy	AJO	Continue review and analysis of expert reports	0.5	$875.00	$437.50
2025.01.22	Ralphs Pharmacy	AJO	Prepare correspondence to expert Hayes	0.2	$875.00	$175.00
2025.01.22	Ralphs Pharmacy	AJO	Telephone call/correspondence with expert Schafermeyer	0.5	$875.00	$437.50
2025.01.22	Ralphs Pharmacy	JIM	Confer with A. Obergfell to discuss preparations for upcoming evidentiary hearing	0.7	$1,400.00	$980.00
2025.01.23	Ralphs Pharmacy	AJO	Telephone call with expert Hayes	0.3	$875.00	$262.50
2025.01.24	Ralphs Pharmacy	JIM	Telephone calls to J. Arisohn and M. Leib regarding settlement; email and telephone call with M. Leib regarding same	1.1	$1,400.00	$1,540.00
2025.01.25	Ralphs Pharmacy	AJO	Review and analyze updated report from expert Hayes; email to expert Hayes	0.3	$875.00	$262.50
2025.01.27	Ralphs Pharmacy	AJO	Correspond with expert Hayes	0.2	$875.00	$175.00
2025.01.27	Ralphs Pharmacy	JIM	evidentiary/class certification hearing; confer with A. Obergfell about upcoming hearing and call with defense counsel	0.6	$1,400.00	$840.00
2025.01.28	Ralphs Pharmacy	AJO	Serve updated Hayes report on defense counsel	0.2	$875.00	$175.00
2025.01.28	Ralphs Pharmacy	JIM	Confer with A. Obergfell to discuss preparations for upcoming evidentiary hearing	0.4	$1,400.00	$560.00
2025.01.30	Ralphs Pharmacy	AJO	Strategy call for evidentiary hearing with J. Marchese and J. Arisohn	0.5	$875.00	$437.50
2025.01.30	Ralphs Pharmacy	JIM	Participate in video conference in preparation for upcoming evidentiary hearing with J. Arisohn and A. Obergfell	0.5	$1,400.00	$700.00
2025.02.03	Ralphs Pharmacy	AJO	Continue preparing for evidentiary hearing	0.5	$875.00	$437.50

2025.02.03	Ralphs Pharmacy	JIM	Meet with A. Obergfell in preparation for the upcoming evidentiary and class certification hearing; review motion papers and expert reports	1.8	$1,400.00	$2,520.00
2025.02.04	Ralphs Pharmacy	AJO	Telephone call with internal team regarding evidentiary hearing	0.4	$875.00	$350.00
2025.02.04	Ralphs Pharmacy	AJO	Review correspondence from expert Hayes and review invoice	0.2	$875.00	$175.00
2025.02.04	Ralphs Pharmacy	IR	Assist in preparation for evidentiary hearing	2.2	$600.00	$1,320.00
2025.02.04	Ralphs Pharmacy	IR	Conferred with J. Marchese regarding evidentiary hearing	0.2	$600.00	$120.00
2025.02.04	Ralphs Pharmacy	IR	Legal research in preparation for evidentiary hearing	2.1	$600.00	$1,260.00
2025.02.04	Ralphs Pharmacy	IR	Met with team regarding upcoming hearings	0.5	$600.00	$300.00
2025.02.04	Ralphs Pharmacy	JIM	Telephone call and meetings with internal team to discuss upcoming evidentiary hearing and assign research to do for same	1.0	$1,400.00	$1,400.00
2025.02.04	Ralphs Pharmacy	SNM	Met with J. Marchese regarding new assignment regarding upcoming evidentiary hearing	0.3	$750.00	$225.00
2025.02.05	Ralphs Pharmacy	IR	Legal research in preparation for evidentiary hearing	3.6	$600.00	$2,160.00
2025.02.05	Ralphs Pharmacy	JIM	Review and analyze I. Rosenberg's legal research in preparation for upcoming evidentiary and class certification hearing; contact I. Rosenberg about next steps	0.7	$1,400.00	$980.00
2025.02.05	Ralphs Pharmacy	SNM	Reviewed and analyzed Complaint and class certification briefing	0.8	$750.00	$600.00
2025.02.06	Ralphs Pharmacy	AJO	Continue review and analysis of expert reports	1.0	$875.00	$875.00
2025.02.06	Ralphs Pharmacy	JIM	Review legal research findings in preparation for upcoming hearings, and confer with internal team and co-counsel about same	1.6	$1,400.00	$2,240.00
2025.02.06	Ralphs Pharmacy	SNM	Reviewed and analyzed hearing transcript	2.2	$750.00	$1,650.00
2025.02.07	Ralphs Pharmacy	AJO	Continue preparation for evidentiary hearing	5.1	$875.00	$4,462.50
2025.02.08	Ralphs Pharmacy	AJO	Continue analysis of expert reports in preparation for evidentiary hearing	2.6	$875.00	$2,275.00
2025.02.10	Ralphs Pharmacy	AJO	Continue preparation for evidentiary hearing; correspond with J. Marchese regarding the same	3.3	$875.00	$2,887.50
2025.02.10	Ralphs Pharmacy	JIM	Review A. Obergfell email concerning the upcoming evidentiary and motion hearings	0.2	$1,400.00	$280.00
2025.02.12	Ralphs Pharmacy	AJO	Continue to prepare for evidentiary hearing	3.1	$875.00	$2,712.50
2025.02.13	Ralphs Pharmacy	AJO	Prepare for evidentiary hearing and class certification hearing	3.1	$875.00	$2,712.50
2025.02.19	Ralphs Pharmacy	AJO	Continue preparing for evidentiary hearing	8.1	$875.00	$7,087.50
2025.02.19	Ralphs Pharmacy	AJO	Prepare pro hac vice motions for A. Obergfell and J. Marchese and attention to filing the same	0.8	$875.00	$700.00
2025.02.20	Ralphs Pharmacy	AJO	Continue preparing for evidentiary hearing	4.9	$875.00	$4,287.50
2025.02.21	Ralphs Pharmacy	AJO	Correspond with experts Hayes and Schafermeyer regarding hearing	0.4	$875.00	$350.00
2025.02.21	Ralphs Pharmacy	AJO	Continue preparation for evidentiary hearing	3.9	$875.00	$3,412.50
2025.02.22	Ralphs Pharmacy	AJO	Continue preparation for evidentiary hearing	0.5	$875.00	$437.50
2025.02.24	Ralphs Pharmacy	AJO	Continue preparing for evidentiary hearing	3.5	$875.00	$3,062.50
2025.02.24	Ralphs Pharmacy	AJO	Prepare correspondence to Schafermeyer regarding evidentiary hearing	0.2	$875.00	$175.00
2025.02.24	Ralphs Pharmacy	AJO	Telephone call with J. Arisohn and J. Marchese regarding evidentiary hearing	0.7	$875.00	$612.50
2025.02.24	Ralphs Pharmacy	JIM	Meet with J. Arisohn and A. Obergfell in preparation for upcoming class certification and evidentiary hearing; review and comment on redlines to defense counsel's proposed submission in advance of the hearing	0.7	$1,400.00	$980.00
2025.02.24	Ralphs Pharmacy	SNM	Conferred with IR regarding next steps	0.1	$750.00	$75.00
2025.02.25	Ralphs Pharmacy	AJO	Continue preparation for evidentiary hearing	5.6	$875.00	$4,900.00
2025.02.25	Ralphs Pharmacy	JIM	Review email from defense counsel regarding upcoming hearing; prepare for hearing and confer with A. Obergfell about same	3.1	$1,400.00	$4,340.00
2025.02.26	Ralphs Pharmacy	AJO	Continue preparing for evidentiary hearing; direct examinations preparation	6.8	$875.00	$5,950.00
2025.02.26	Ralphs Pharmacy	IR	Sent draft outline to Spencer	0.2	$600.00	$120.00

2025.02.26	Ralphs Pharmacy	JIM	Confer with A. Obergfell about logistics and preparations for upcoming hearing; confer with internal team regarding class certification and Daubert motion hearing preparatory assignments; review and analyze motion papers	3.4	$1,400.00	$4,760.00
2025.02.26	Ralphs Pharmacy	SNM	Conferred with JIM, IR, and AJO regarding new assignment (.2); conferred with JIM regarding Daubert hearing books (.1)	0.3	$750.00	$225.00
2025.02.27	Ralphs Pharmacy	AJO	Continue preparing for evidentiary hearing; direct examination preparation	8.6	$875.00	$7,525.00
2025.02.27	Ralphs Pharmacy	SNM	Conferred with AJO regarding upcoming evidentiary hearing (.1); coordinated creation of books for hearing (1.4)	1.5	$750.00	$1,125.00
2025.02.28	Ralphs Pharmacy	AJO	Continue preparation for evidentiary hearing; prepare direct examinations; collect exhibits	8.4	$875.00	$7,350.00
2025.02.28	Ralphs Pharmacy	AJO	Meet and confer with defense counsel regarding stipulation for evidentiary hearing	0.6	$875.00	$525.00
2025.02.28	Ralphs Pharmacy	ATA	Prepare 3 books for hearing	3.5	$350.00	$1,225.00
2025.02.28	Ralphs Pharmacy	IR	Researched Corcoran class certification hearing	1.7	$600.00	$1,020.00
2025.02.28	Ralphs Pharmacy	JIM	Participate in pre-hearing conference coordination call with defense counsel; confer with internal team in preparation for hearing; review court orders and briefing in preparation for hearing	3.8	$1,400.00	$5,320.00
2025.02.28	Ralphs Pharmacy	SNM	Coordinated regarding creation of books for hearing (.9); created chart (.1)	1.0	$750.00	$750.00
2025.03.01	Ralphs Pharmacy	JIM	Review and analyze class certification briefing and supporting documents in preparation for class certification hearing	2.0	$1,400.00	$2,800.00
2025.03.02	Ralphs Pharmacy	AJO	Correspond with expert Schafermeyer regarding hearing preparation	0.2	$875.00	$175.00
2025.03.02	Ralphs Pharmacy	AJO	Continue preparation for evidentiary hearing; prepare direct examinations; collect exhibits	3.1	$875.00	$2,712.50
2025.03.02	Ralphs Pharmacy	JIM	Review and analyze class certification briefing and supporting documents in preparation for class certification hearing; review and respond to defense counsel's email about revised redlines to stipulation and about defendant's request to limit Shafermeyer's testimony on the merits	4.5	$1,400.00	$6,300.00
2025.03.03	Ralphs Pharmacy	AJO	Correspond with defense counsel regarding evidentiary hearing procedures proposal	0.2	$875.00	$175.00
2025.03.03	Ralphs Pharmacy	AJO	Prepare for evidentiary hearing; draft Hayes direct examination outline and demonstratives; Schafermeyer direct examination and demonstratives	8.4	$875.00	$7,350.00
2025.03.03	Ralphs Pharmacy	ATA	Prepare 3 books for hearing	6.0	$350.00	$2,100.00
2025.03.03	Ralphs Pharmacy	IR	Created hearing books	0.8	$600.00	$480.00
2025.03.03	Ralphs Pharmacy	IR	Emailed staff regarding Corcoran transcripts	0.1	$600.00	$60.00
2025.03.03	Ralphs Pharmacy	IR	Researched Corcoran class certification hearing	4.5	$600.00	$2,700.00
2025.03.03	Ralphs Pharmacy	IR	Ordered Corcoran transcripts	0.2	$600.00	$120.00
2025.03.03	Ralphs Pharmacy	JIM	Review and analyze class certification reply brief; meet and confers with A. Obergfell and J. Arisohn about finalizing stipulation to the court and responding to defendant's request to further limit Shafermeyer's testimony at the upcoming evidentiary hearing; confer with A. Obergfell about draft exhibit list, demonstratives and witness order; confer with I. Rosenberg about work product for class certification motion hearing; review and analyze plaintiffs' expert reports in preparation for oral argument; attention to travel arrangements for hearing	7.2	$1,400.00	$10,080.00
2025.03.03	Ralphs Pharmacy	SNM	Conferred with ATA, JAG, and AJO regarding creation of books (.3); compiled Daubert hearing charts (1.3)	1.6	$750.00	$1,200.00
2025.03.04	Ralphs Pharmacy	AJO	Meet and confer with defense counsel regarding stipulation for evidentiary hearing	0.4	$875.00	$350.00
2025.03.04	Ralphs Pharmacy	AJO	Prepare for evidentiary hearing and class certification; prepare Plaintiffs' exhibit list and confer regarding hearing stipulation	8.6	$875.00	$7,525.00
2025.03.04	Ralphs Pharmacy	ATA	Prepare 3 books for hearing	10.0	$350.00	$3,500.00
2025.03.04	Ralphs Pharmacy	IR	Research in preparation for class certification oral argument	5.1	$600.00	$3,060.00

2025.03.04	Ralphs Pharmacy	JIM	Review and analyze plaintiffs' expert reports in preparation for upcoming hearing; review and respond to meet and confer email from defense counsel; prepare for and participate in meet and confer call with defense counsel, A. Obergfell and J. Arisohn; review and analyze defendant's draft motion for a status conference, and confer with A. Obergfell and J. Arisohn about response	5.5	$1,400.00	$7,700.00
2025.03.04	Ralphs Pharmacy	SNM	Coordinated with ATA regarding creation of books (.2); coordinated with AJO regarding new assignment (.2); compiled Daubert hearing charts (5.3); compiled exhibit list and mark documents by confidentiality for AJO (3.7)	9.4	$750.00	$7,050.00
2025.03.05	Ralphs Pharmacy	AJO	Finalize and send evidentiary hearing procedures proposals to defense counsel	0.4	$875.00	$350.00
2025.03.05	Ralphs Pharmacy	AJO	Confer with J. Marchese regarding Schafermeyer direct; update outline	1.8	$875.00	$1,575.00
2025.03.05	Ralphs Pharmacy	AJO	examinations	6.3	$875.00	$5,512.50
2025.03.05	Ralphs Pharmacy	IR	Drafted class certification oral argument outline	9.6	$600.00	$5,760.00
2025.03.05	Ralphs Pharmacy	JIM	Review and analyze defendant's draft motion for a court conference, and discuss response and comments with J. Arisohn and A. Obergfell; review and comment on draft response email and redlines; review and analyze expert reports in preparation for upcoming hearing	5.4	$1,400.00	$7,560.00
2025.03.05	Ralphs Pharmacy	SNM	Conferred with J. Marchese regarding Daubert hearing books and charts	0.1	$750.00	$75.00
2025.03.06	Ralphs Pharmacy	AJO	Attend call with Colin Weir in preparation for evidentiary hearing	1.2	$875.00	$1,050.00
2025.03.06	Ralphs Pharmacy	AJO	Prepare for evidentiary hearing; preliminary confidential documents disclosure; exhibit list; direct examinations	6.7	$875.00	$5,862.50
2025.03.06	Ralphs Pharmacy	AJO	Correspondence to Defendant's counsel regarding evidentiary hearing procedures	0.2	$875.00	$175.00
2025.03.06	Ralphs Pharmacy	IR	Compiled, reviewed, and analyzed cases cited in class certification briefs	7.9	$600.00	$4,740.00
2025.03.06	Ralphs Pharmacy	IR	Reviewed docket activity	0.1	$600.00	$60.00
2025.03.06	Ralphs Pharmacy	JIM	Review and comment on defendant's draft motion for court conference to add plaintiffs' sections and confer with A. Obergfell and J. Arisohn about same; participate in Weir prep session; review and comment on draft exhibit list; confer with I. Rosenberg about various class certification issues	3.4	$1,400.00	$4,760.00
2025.03.06	Ralphs Pharmacy	SNM	Compiled charts for Daubert hearing (5.2); coordinated with AJO, IR, and JIM regarding same (.1)	5.3	$750.00	$3,975.00
2025.03.07	Ralphs Pharmacy	AJO	Parepare for evidentiary hearing; exhibit list and exhibit list production	7.9	$875.00	$6,912.50
2025.03.07	Ralphs Pharmacy	AJO	Disclose confidential documents and order of witnesses to defense counsel per agreed procedures; confer with internal team regarding the same	0.5	$875.00	$437.50
2025.03.07	Ralphs Pharmacy	AJO	Review correspondence from defense counsel regarding list of witnesses and confidential documents	0.2	$875.00	$175.00
2025.03.07	Ralphs Pharmacy	JIM	Review and comment on draft exhibit list with confidential documents, and assist with finalizing same; confer with A. Obergfell and J. Arisohn about same and about next steps and finalizing demonstratives for expert witness testimony	1.7	$1,400.00	$2,380.00
2025.03.09	Ralphs Pharmacy	AJO	Parepare for evidentiary hearing; update Schafermeyer direct examination and demonstratives	3.7	$875.00	$3,237.50
2025.03.10	Ralphs Pharmacy	AJO	Correspond with Express Scripts' counsel regarding confidentiality of documents	0.3	$875.00	$262.50
2025.03.10	Ralphs Pharmacy	AJO	Evidentiary hearing preparation; exhibit list and crosswalk; prepare for Daubert arguments	8.3	$875.00	$7,262.50
2025.03.10	Ralphs Pharmacy	AJO	Correspond with expert Schafermeyer regarding evidentiary hearing preparation	0.4	$875.00	$350.00
2025.03.10	Ralphs Pharmacy	AJO	Review correspondence from Court regarding status conference; confer with internal team regarding the same	0.3	$875.00	$262.50
2025.03.10	Ralphs Pharmacy	ATA	Updated exhibit collection	4.0	$350.00	$1,400.00
2025.03.10	Ralphs Pharmacy	IR	Conferred with J. Marchese regarding legal research relevant to class certification argument	0.2	$600.00	$120.00
2025.03.10	Ralphs Pharmacy	IR	Read and researched Garbe decisions and conducted additional legal research	3.2	$600.00	$1,920.00
2025.03.10	Ralphs Pharmacy	IR	Reviewed docket activity	0.1	$600.00	$60.00

2025.03.10	Ralphs Pharmacy	JIM	Confer with I. Rosenberg about research assignment in connection with upcoming class certification hearing; review and respond to court's email to schedule telephonic status conference; confer with A. Obergfell and J. Greer about print job for court hearing	4.9	$1,400.00	$6,860.00
2025.03.10	Ralphs Pharmacy	SNM	Coordinated with AJO regarding hearing books	0.1	$750.00	$75.00
2025.03.11	Ralphs Pharmacy	AJO	Finalize demonstratives for Weir, Schafermeyer, and Hayes	3.6	$875.00	$3,150.00
2025.03.11	Ralphs Pharmacy	AJO	Prepare for evidentiary hearing; arrange meeting rooms in Ohio; direct exam preparation; exhibit preparation	5.8	$875.00	$5,075.00
2025.03.11	Ralphs Pharmacy	AJO	list	0.8	$875.00	$700.00
2025.03.11	Ralphs Pharmacy	IR	Reviewed and analzyed Corcoran decisions	1.1	$600.00	$660.00
2025.03.11	Ralphs Pharmacy	IR	Ordered Corcoran transcripts	0.1	$600.00	$60.00
2025.03.11	Ralphs Pharmacy	JIM	Review final exhibit list prior to service; make preparations for hearing travel; attention to exhibit print job in advance of the court hearing; work on Schafermeyer and Hayes direct outlines and demonstratives; attention to class certification hearing preparation	4.0	$1,400.00	$5,600.00
2025.03.12	Ralphs Pharmacy	AJO	Correspond with defense counsel regarding meet and confer regarding new documents	0.2	$875.00	$175.00
2025.03.12	Ralphs Pharmacy	AJO	Prepare for hearing with court regarding Schafermeyer testimony; evidentiary hearing procedures	3.8	$875.00	$3,325.00
2025.03.12	Ralphs Pharmacy	AJO	strategy	2.1	$875.00	$1,837.50
2025.03.12	Ralphs Pharmacy	AJO	Update exhibit list to add demonstratives; circulate to defense counsel; finalize demonstrative exhibits	1.9	$875.00	$1,662.50
2025.03.12	Ralphs Pharmacy	AJO	Prepare for evidentiary hearing; update direct examinations; exhibit production	2.2	$875.00	$1,925.00
2025.03.12	Ralphs Pharmacy	IR	Conferred with J. Marchese regarding cross examinatin outline	0.5	$600.00	$300.00
2025.03.12	Ralphs Pharmacy	IR	Read and analyzed briefing and expert reports	6.1	$600.00	$3,660.00
2025.03.12	Ralphs Pharmacy	JIM	demonstratives; confer with A. Obergfell in preparation for tomorrow's court conference; work with I. Rosenberg to create cross examination outline for Nordby; work on class certification argument outline	7.3	$1,400.00	$10,220.00
2025.03.12	Ralphs Pharmacy	SNM	Coordinated with AJO regarding Daubert hearing (.2); coordinated with JAG regarding access to sample (.1); coordinated with AJO about issue issue regarding expert's computer (.1); researched same (.7); drafted mock Hayes cross examination (3:2); coordinate with AJO regarding new legal research assignment (.1)	4.4	$750.00	$3,300.00
2025.03.13	Ralphs Pharmacy	AJO	Prepare for conference with court regarding evidentiary hearing	2.1	$875.00	$1,837.50
2025.03.13	Ralphs Pharmacy	AJO	Preparation with expert Ken Schafermeyer for evidentiary hearing	1.8	$875.00	$1,575.00
2025.03.13	Ralphs Pharmacy	AJO	Attend and argue at conference with Court regarding motion to limit Schafermeyer's testimony; procedures for hearing; sur-reply	1.0	$875.00	$875.00
2025.03.13	Ralphs Pharmacy	AJO	Meet and confer with defense counsel regarding new documents; confer with internal team regarding the same	1.1	$875.00	$962.50
2025.03.13	Ralphs Pharmacy	AJO	Prepare for evidentiary hearing; address new documents; exhibit production; witness examinations; motion for Colin Weir to bring phone into courthouse	3.9	$875.00	$3,412.50
2025.03.13	Ralphs Pharmacy	AJO	exhibits	0.4	$875.00	$350.00
2025.03.13	Ralphs Pharmacy	IR	Arranged travel for evidentiary hearing	1.1	$600.00	$660.00
2025.03.13	Ralphs Pharmacy	IR	Prepared Nordby cross outline	4.6	$600.00	$2,760.00
2025.03.13	Ralphs Pharmacy	IR	Reviewed docket activity	0.1	$600.00	$60.00
2025.03.13	Ralphs Pharmacy	IR	Reviewed and analyzed defense demonstratives	1.3	$600.00	$780.00
2025.03.13	Ralphs Pharmacy	IR	Conferred with J. Marchese regarding cross examination outlines	0.4	$600.00	$240.00
2025.03.13	Ralphs Pharmacy	JAG	Make books for court, Defendant's counsel, and team	10.7	$375.00	$4,012.50

2025.03.13	Ralphs Pharmacy	JIM	Participate in witness prep meeting with Dr. Schafermeyer and A. Obergfell; prepare for and participate in pre-class cert hearing conference with the court; work with I. Rosenberg to finalize Nordby cross examination outline	5.2	$1,400.00	$7,280.00
2025.03.13	Ralphs Pharmacy	SER	Assist JAG with Class Certification hearing preparation	4.5	$425.00	$1,912.50
2025.03.13	Ralphs Pharmacy	SNM	Spoke with court clerk regarding courthouse laptop rules (.4); coordinated with A. Obergfell regarding the same (.1); researched exhibit striking (2.2); drafted Hayes mock cross (3.3)	6.0	$750.00	$4,500.00
2025.03.14	Ralphs Pharmacy	AJO	Prepare for evidentiary hearing; exhibit book production	1.3	$875.00	$1,137.50
2025.03.14	Ralphs Pharmacy	AJO	Prepare for hearing preparation call with Dr. Hayes	1.6	$875.00	$1,400.00
2025.03.14	Ralphs Pharmacy	AJO	Review order from Court permitting Colin to bring laptop into courthouse	0.1	$875.00	$87.50
2025.03.14	Ralphs Pharmacy	AJO	Prepare Jed Smith cross examination outline	3.8	$875.00	$3,325.00
2025.03.14	Ralphs Pharmacy	AJO	Initial preparation call with Susan Hayes in preparation for evidentiary hearing	2.1	$875.00	$1,837.50
2025.03.14	Ralphs Pharmacy	IR	Reviewed docket activity	0.1	$600.00	$60.00
2025.03.14	Ralphs Pharmacy	IR	Circulated Corcaran trial transcripts	0.2	$600.00	$120.00
2025.03.14	Ralphs Pharmacy	JAG	Make books for court, Defendant's counsel, and team	8.3	$375.00	$3,112.50
2025.03.14	Ralphs Pharmacy	JIM	Prepare for upcoming evidentiary, class certification and Daubert hearing; meet with S. Hayes in preparation for the same	3.3	$1,400.00	$4,620.00
2025.03.14	Ralphs Pharmacy	SER	Assist JAG with Class Certification preparation	2.5	$425.00	$1,062.50
2025.03.14	Ralphs Pharmacy	SNM	Coordinated with court clerk regarding laptop order (.1); conferred with J. Marchese and A. Obergfell regarding the same (.1); conferred with J. Marchese regarding Kroger books (.2); sent Daubert hearing argument charts to Josh Arisohn (.1)	0.5	$750.00	$375.00
2025.03.15	Ralphs Pharmacy	AJO	Confer with expert Schafermeyer regarding preparation for evidentiary hearing	0.3	$875.00	$262.50
2025.03.15	Ralphs Pharmacy	AJO	Continue preparing Jed Smith cross	4.5	$875.00	$3,937.50
2025.03.15	Ralphs Pharmacy	JIM	Call with K. Schafermeyer and A. Obergfell; prepare for class certification argument	3.0	$1,400.00	$4,200.00
2025.03.16	Ralphs Pharmacy	AJO	Continue drafting Smith cross examination outline; Draft Hughes cross examination outline	5.8	$875.00	$5,075.00
2025.03.16	Ralphs Pharmacy	AJO	Preparation call with Dr. Schafermeyer for evidentiary hearing and follow up	1.9	$875.00	$1,662.50
2025.03.16	Ralphs Pharmacy	IR	Reviewed docket activity	0.1	$600.00	$60.00
2025.03.16	Ralphs Pharmacy	JIM	Prepare for class certification argument	2.0	$1,400.00	$2,800.00
2025.03.17	Ralphs Pharmacy	AJO	Send Defendant's new documents to Schafermeyer for preparation for evidentiary hearing	0.5	$875.00	$437.50
2025.03.17	Ralphs Pharmacy	AJO	Correspond with Caremark's counsel regarding confidentiality issues	0.2	$875.00	$175.00
2025.03.17	Ralphs Pharmacy	AJO	Travel to Columbus for hearing; finalize Hayes direct and preparation materials; organize exhibits and demonstratives	9.2	$875.00	$8,050.00
2025.03.17	Ralphs Pharmacy	IR	Call with J. Marchese regarding Daubert hearing	0.2	$600.00	$120.00
2025.03.17	Ralphs Pharmacy	IR	Researched Garbe case in connection with expert reports	3.1	$600.00	$1,860.00
2025.03.17	Ralphs Pharmacy	IR	Researched discovery deadlines	0.8	$600.00	$480.00
2025.03.17	Ralphs Pharmacy	IR	Travel to Columbus	5.3	$600.00	$3,180.00
2025.03.17	Ralphs Pharmacy	IR	Attention to document printing	0.8	$600.00	$480.00
2025.03.17	Ralphs Pharmacy	JIM	same	9.5	$1,400.00	$13,300.00
2025.03.18	Ralphs Pharmacy	AJO	Hearing prep with Dr. Schafermeyer	3.1	$875.00	$2,712.50
2025.03.18	Ralphs Pharmacy	AJO	Hearing prep with Dr. Hayes	3.1	$875.00	$2,712.50
2025.03.18	Ralphs Pharmacy	AJO	Finalize Smith and Hughes cross examination outlines	1.3	$875.00	$1,137.50
2025.03.18	Ralphs Pharmacy	AJO	Hearing Prep; update direct examination outlines; continue drafting cross examination outlines; other preparation work for evidentiary hearing	3.6	$875.00	$3,150.00
2025.03.18	Ralphs Pharmacy	IR	Hearing prep with Dr. Hayes	2.7	$600.00	$1,620.00

2025.03.18	Ralphs Pharmacy	IR	Hearing prep with Dr. Schafermeyer	3.1	$600.00	$1,860.00
2025.03.18	Ralphs Pharmacy	IR	Hearing prep with the team	3.7	$600.00	$2,220.00
2025.03.18	Ralphs Pharmacy	JIM	Meetings with expert witnesses, internal team, and co-counsel in preparation for this week's evidentiary hearing; review, revise and finalize Schafermeyer direct examination outline	11.0	$1,400.00	$15,400.00
2025.03.19	Ralphs Pharmacy	AJO	Attend day 1 of evidentiary hearing; conduct direct of Dr. Hayes; debrief with team; preparation	8.7	$875.00	$7,612.50
2025.03.19	Ralphs Pharmacy	AJO	Cross examination preparation for Jed Smit and Dr. Hughes	4.1	$875.00	$3,587.50
2025.03.19	Ralphs Pharmacy	IR	Attended evidentiary hearing	6.7	$600.00	$4,020.00
2025.03.19	Ralphs Pharmacy	IR	Debrief with team	2.3	$600.00	$1,380.00
2025.03.19	Ralphs Pharmacy	JIM	Appear at evidentiary hearing in court; prepare for tomorrow's evidentiary hearing and revise and finalize cross examination argument for Dr. Nordby	11.0	$1,400.00	$15,400.00
2025.03.20	Ralphs Pharmacy	AJO	Prepare for Hayes Daubert argument	2.9	$875.00	$2,537.50
2025.03.20	Ralphs Pharmacy	AJO	Attend day 2 of evidentiary hearing; conduct cross exam of Hughes and Smith; re-direct of Hayes; preparation; debrief with team	10.2	$875.00	$8,925.00
2025.03.20	Ralphs Pharmacy	IR	Attended evidentiary hearing	9.1	$600.00	$5,460.00
2025.03.20	Ralphs Pharmacy	JIM	Appear at evidentiary hearing in court; prepare for tomorrow's oral argument for class certification and Daubert motions, and finalize class certification argument outline	15.0	$1,400.00	$21,000.00
2025.03.20	Ralphs Pharmacy	SNM	Conferred with IR regarding hearing	0.1	$750.00	$75.00
2025.03.21	Ralphs Pharmacy	AJO	Attend day 3 of evidentiary hearing; argue Hayes Daubert	5.4	$875.00	$4,725.00
2025.03.21	Ralphs Pharmacy	AJO	Prepare for Hayes Daubert argument	1.6	$875.00	$1,400.00
2025.03.21	Ralphs Pharmacy	AJO	Travel back from Columbus Ohio; debrief with J. Marchese and J. Arisohn	8.1	$875.00	$7,087.50
2025.03.21	Ralphs Pharmacy	IR	Debrief with Spencer	0.3	$600.00	$180.00
2025.03.21	Ralphs Pharmacy	IR	Reviewed docket activity	0.1	$600.00	$60.00
2025.03.21	Ralphs Pharmacy	IR	Travel to New York	5.3	$600.00	$3,180.00
2025.03.21	Ralphs Pharmacy	JIM	Appear at oral argument for class certification and Daubert motions; confer with defense counsel about settlement; debrief with A. Obergfell, I. Rosenberg and co-counsel; travel from hearing	12.5	$1,400.00	$17,500.00
2025.03.21	Ralphs Pharmacy	SNM	Conferred with IR regarding hearing	0.3	$750.00	$225.00
2025.03.22	Ralphs Pharmacy	JIM	Review and analyze demonstratives from Kroger's oral argument presentation	0.5	$1,400.00	$700.00
2025.03.24	Ralphs Pharmacy	AJO	Telephone call with Plaintiff Lewis regarding hearing and settlement	0.3	$875.00	$262.50
2025.03.24	Ralphs Pharmacy	AJO	Confer with J. Marchese regarding settlement call and next steps	0.4	$875.00	$350.00
2025.03.24	Ralphs Pharmacy	AJO	Telephone call with Plaintiff Kirkbride regarding hearing and settlement	0.3	$875.00	$262.50
2025.03.24	Ralphs Pharmacy	IR	Conducted legal research regarding settlement	3.7	$600.00	$2,220.00
2025.03.24	Ralphs Pharmacy	JIM	Telephone calls with M. Leib regarding settlement and mediation; meet and confers with A. Obergfell and J. Arisohn about same; debrief with J. Greer, S. Migotsky and I. Rosenberg about evidentiary hearing and oral argument; confer with I. Rosenberg about legal research question regarding settlement and review and analyze his findings; review email from J. Arisohn about	4.8	$1,400.00	$6,720.00
2025.03.24	Ralphs Pharmacy	SNM	Conferred with J. Marchese regarding Daubert hearing	0.3	$750.00	$225.00
2025.03.25	Ralphs Pharmacy	JIM	Conferences with internal team and co-counsel about status of settlement discussions	0.6	$1,400.00	$840.00
2025.03.26	Ralphs Pharmacy	JIM	Conferences with internal team and co-counsel about status of settlement discussions	0.3	$1,400.00	$420.00
2025.03.27	Ralphs Pharmacy	IR	Conferred with J. Marchese regarding settlement (.2); conferred with J. Marchese regarding strategy (.2)	0.4	$600.00	$240.00
2025.03.27	Ralphs Pharmacy	JIM	Telephone calls with defense counsel and co-counsel about settlement/mediation; confer with I. Rosenberg about same	1.2	$1,400.00	$1,680.00
2025.03.28	Ralphs Pharmacy	AJO	Review and analyze class certification decision	1.5	$875.00	$1,312.50
2025.03.28	Ralphs Pharmacy	IR	Reviewed docket activity	0.1	$600.00	$60.00

2025.03.28	Ralphs Pharmacy	JIM	Review opinion and order on Daubert and class certification motions	1.1	$1,400.00	$1,540.00
2025.03.29	Ralphs Pharmacy	SNM	Reviewed and analyzed order denying Daubert motions to strike and granting class certification	1.7	$750.00	$1,275.00
2025.03.30	Ralphs Pharmacy	IR	Read and analyzed class cert and daubert order	2.7	$600.00	$1,620.00
2025.03.30	Ralphs Pharmacy	IR	Emailed J. Marchese regarding class certification order	0.2	$600.00	$120.00
2025.03.31	Ralphs Pharmacy	IR	Conferred with A. Obergfell regarding case status	0.1	$600.00	$60.00
2025.03.31	Ralphs Pharmacy	IR	Conferred with J. Marchese regarding class certification order	0.5	$600.00	$300.00
2025.03.31	Ralphs Pharmacy	IR	Conferred with Spencer regarding class certification order	1.2	$600.00	$720.00
2025.03.31	Ralphs Pharmacy	JIM	Review and analyze the court's class certification and Daubert opinion and order; conferences and emails with J. Arisohn and internal team about findings and to discuss next steps regarding notice of pendency of class action	3.5	$1,400.00	$4,900.00
2025.03.31	Ralphs Pharmacy	SNM	Conferred with IR regarding order granting class certification	0.1	$750.00	$75.00
2025.04.01	Ralphs Pharmacy	AJO	Review invoice from expert Hayes, and expenses	0.3	$875.00	$262.50
2025.04.01	Ralphs Pharmacy	AJO	Review and analyze order from magistrate judge regarding status conference; calendar	0.3	$875.00	$262.50
2025.04.01	Ralphs Pharmacy	IR	Conferred with J. Marchese regarding case strategy and next steps	1.6	$600.00	$960.00
2025.04.01	Ralphs Pharmacy	IR	Reviewed docket activity	0.1	$600.00	$60.00
2025.04.01	Ralphs Pharmacy	JIM	Confer with S. Migotsky about next steps regarding class certification	0.3	$1,400.00	$420.00
2025.04.01	Ralphs Pharmacy	SNM	Coordinated with JIM regarding 26(f) appeal	0.1	$750.00	$75.00
2025.04.02	Ralphs Pharmacy	AJO	Research regarding proposed class notice	0.5	$875.00	$437.50
2025.04.02	Ralphs Pharmacy	IR	Researched 23(f) appeals	1.9	$600.00	$1,140.00
2025.04.02	Ralphs Pharmacy	JIM	Confer with M. Leib in advance of next week's court status conference and proposed mediation; debriefed with A. Obergfell and S. Migotsky; discussed incoming 23f petition and next steps for notice of pendency of class action with internal team and potential notice administrator	1.0	$1,400.00	$1,400.00
2025.04.03	Ralphs Pharmacy	AJO	Research regarding next steps; class notice; merits discovery; 23(f) petition; stay pending 23(f)	2.2	$875.00	$1,925.00
2025.04.03	Ralphs Pharmacy	IR	Attention to ordering hearing transcripts	0.2	$600.00	$120.00
2025.04.03	Ralphs Pharmacy	IR	Reviewed docket activity	0.1	$600.00	$60.00
2025.04.03	Ralphs Pharmacy	IR	Reviewed and analzyed filings	0.6	$600.00	$360.00
2025.04.03	Ralphs Pharmacy	JIM	Review and respond to email from defense counsel about unsealing and publicizing class certification/Daubert opinion and order; confer with A. Obergfell and co-counsel about same	0.4	$1,400.00	$560.00
2025.04.03	Ralphs Pharmacy	RSR	Ordered class certification hearing transcript (.1)	0.1	$425.00	$42.50
2025.04.04	Ralphs Pharmacy	AJO	Draft proposed joint letter to magistrate judge regarding next steps in litigation; circulate to internal team	1.2	$875.00	$1,050.00
2025.04.04	Ralphs Pharmacy	IR	Reviewed defense filings	1.1	$600.00	$660.00
2025.04.04	Ralphs Pharmacy	JIM	review and comment on draft joint letter to the court; review and respond to emails about draft letter	0.9	$1,400.00	$1,260.00
2025.04.07	Ralphs Pharmacy	AJO	Finalize joint letter and send to defense counsel; file with court	1.5	$875.00	$1,312.50
2025.04.07	Ralphs Pharmacy	IR	Reviewed joint letter	0.4	$600.00	$240.00
2025.04.07	Ralphs Pharmacy	JIM	Telephone calls and email to defense counsel in advance of tomorrow's court teleconference; debrief with A. Obergfell	0.7	$1,400.00	$980.00
2025.04.08	Ralphs Pharmacy	AJO	Complete Sixth Circuit admission	0.4	$875.00	$350.00
2025.04.08	Ralphs Pharmacy	AJO	Prepare for, attend, and lead status call with Magistrate Judge	1.8	$875.00	$1,575.00
2025.04.08	Ralphs Pharmacy	AJO	Preliminary research regarding Rule 23(f) petition and 6th Circuit rules	1.0	$875.00	$875.00
2025.04.08	Ralphs Pharmacy	IR	Reviewed court order	0.8	$600.00	$480.00
2025.04.08	Ralphs Pharmacy	IR	Researched 23(f) appellate rules and procedure	1.8	$600.00	$1,080.00

2025.04.08	Ralphs Pharmacy	IR	Researched 6th Cir. 23(f) cases	3.9	$600.00	$2,340.00
2025.04.08	Ralphs Pharmacy	IR	Researched appellate sealing procedures	0.9	$600.00	$540.00
2025.04.08	Ralphs Pharmacy	JIM	Participate in court status teleconference and debrief with A. Obergfell thereafter	0.4	$1,400.00	$560.00
2025.04.09	Ralphs Pharmacy	AJO	Review unsealed opinion	1.0	$875.00	$875.00
2025.04.09	Ralphs Pharmacy	AMW	Drafted and filed application for A. Obergfell in 6th circuit	0.5	$400.00	$200.00
2025.04.09	Ralphs Pharmacy	IR	Reviewed docket activity	0.1	$600.00	$60.00
2025.04.09	Ralphs Pharmacy	JIM	Review ECF orders and filings on docket	0.1	$1,400.00	$140.00
2025.04.09	Ralphs Pharmacy	SNM	Researched appellate rules and compiled for future reference	6.4	$750.00	$4,800.00
2025.04.10	Ralphs Pharmacy	AJO	Preliminary research regarding Rule 23(f) petition and 6th Circuit rules	0.3	$875.00	$262.50
2025.04.10	Ralphs Pharmacy	AJO	Initial review and analysis of Rule 23(f) petition	0.8	$875.00	$700.00
2025.04.10	Ralphs Pharmacy	IR	Reviewed docket activity	0.1	$600.00	$60.00
2025.04.10	Ralphs Pharmacy	IR	Reviewed and analyzed 23(f) petition	4.1	$600.00	$2,460.00
2025.04.10	Ralphs Pharmacy	JIM	response	0.6	$1,400.00	$840.00
2025.04.10	Ralphs Pharmacy	SNM	Searched for sample Sixth Circuit appellate 23(f) briefs (1.0); conferred with J. Marchese regarding 23(f) petition (.1); researched 23(f) standard (.8); conferred with A. Obergfell regarding the same (.1)	2.0	$750.00	$1,500.00
2025.04.11	Ralphs Pharmacy	AJO	Draft opposition to Kroger's Rule 23(f) petition; confer with internal team regarding the same	8.1	$875.00	$7,087.50
2025.04.11	Ralphs Pharmacy	AMW	Prepared NOA for J. Marchese and A. Obergfell	0.4	$400.00	$160.00
2025.04.11	Ralphs Pharmacy	IR	Call with Joe regarding 23(f) petition	0.2	$600.00	$120.00
2025.04.11	Ralphs Pharmacy	IR	Call with Andrew regarding 23(f) petition	0.5	$600.00	$300.00
2025.04.11	Ralphs Pharmacy	JIM	Review and analyze defendant's 23f petition, and confer with internal team about content and logistics for opposing same	4.0	$1,400.00	$5,600.00
2025.04.11	Ralphs Pharmacy	SNM	Reviewed and analyzed 23(f) petition (2.0); met with A. Obergfell regarding the same (.3); coordinated with A. Obergfell regarding NOAs (.2); coordinated with AMW regarding creation of NOAs (.3)	2.8	$750.00	$2,100.00
2025.04.13	Ralphs Pharmacy	AJO	Draft opposition to Rule 23(f) petition	1.4	$875.00	$1,225.00
2025.04.14	Ralphs Pharmacy	AJO	Draft opposition to Rule 23(f) petition	8.5	$875.00	$7,437.50
2025.04.14	Ralphs Pharmacy	SNM	Legal research regarding settlement (.6); conferred with A. Obergfell regarding 23(f) response (.1)	0.7	$750.00	$525.00
2025.04.15	Ralphs Pharmacy	AJO	Draft response to 23(f) petition	7.6	$875.00	$6,650.00
2025.04.15	Ralphs Pharmacy	SNM	Drafted 23(f) response	7.8	$750.00	$5,850.00
2025.04.16	Ralphs Pharmacy	AJO	Correspond with Caremark's counsel regarding confidentiality issues	0.2	$875.00	$175.00
2025.04.16	Ralphs Pharmacy	AJO	Draft 23(f) petition opposition	8.3	$875.00	$7,262.50
2025.04.16	Ralphs Pharmacy	IR	Researched and drafted 23(f) opposition	8.2	$600.00	$4,920.00
2025.04.16	Ralphs Pharmacy	SNM	Drafted 23(f) response	7.3	$750.00	$5,475.00
2025.04.17	Ralphs Pharmacy	AJO	Correspond with internal team regarding 23(f) opposition	0.3	$875.00	$262.50
2025.04.17	Ralphs Pharmacy	AJO	Continue drafting Rule 23(f) opposition	6.6	$875.00	$5,775.00
2025.04.17	Ralphs Pharmacy	AJO	Review and analyze Rule 23(f) opposition rider from Spencer Migotsky	0.5	$875.00	$437.50
2025.04.17	Ralphs Pharmacy	AMW	Drafted a cover page and sent to the team	0.5	$400.00	$200.00
2025.04.17	Ralphs Pharmacy	IR	Reviewed docket activity	0.1	$600.00	$60.00
2025.04.17	Ralphs Pharmacy	IR	Drafted and prepared evidence filing	2.5	$600.00	$1,500.00
2025.04.17	Ralphs Pharmacy	IR	Edited 23(f) opposition	3.2	$600.00	$1,920.00
2025.04.17	Ralphs Pharmacy	JIM	Review and respond to email about draft 23f petition opposition papers	0.2	$1,400.00	$280.00

2025.04.17	Ralphs Pharmacy	SNM	Revised 23(f) response (1.4); conferred with A. Obergfell regarding the same (.1); conferred with IR regarding the same (.2); researched appendix and attachment requirements (.9); conferred with IR and AJO regarding same (.1)	2.7	$750.00	$2,025.00
2025.04.18	Ralphs Pharmacy	AJO	Correspond with local counsel regarding 23(f) opposition	0.2	$875.00	$175.00
2025.04.18	Ralphs Pharmacy	AJO	Correspond with internal team regarding 23(f) opposition	0.3	$875.00	$262.50
2025.04.18	Ralphs Pharmacy	AJO	Finalize notice of filing documents with exhibits for district court record - relevant to Rule 23(f) opposition	0.5	$875.00	$437.50
2025.04.18	Ralphs Pharmacy	AJO	Continue working on 23(f) opposition; finalize a filing plan with Ira and Spencer	3.1	$875.00	$2,712.50
2025.04.18	Ralphs Pharmacy	AMW	Made cover page for brief	0.3	$400.00	$120.00
2025.04.18	Ralphs Pharmacy	IR	Attention to evidence filing	1.3	$600.00	$780.00
2025.04.18	Ralphs Pharmacy	IR	Reviewed and edited 23(f) opposition	3.4	$600.00	$2,040.00
2025.04.18	Ralphs Pharmacy	IR	Reviewed docket activity	0.1	$600.00	$60.00
2025.04.18	Ralphs Pharmacy	SNM	Reviewed cover sheet (.2); reviewed and analyzed brief to be sent to co-counsel (.9); conferred with A. Obergfell regarding same (.1)	1.2	$750.00	$900.00
2025.04.21	Ralphs Pharmacy	AJO	Continue drafting Rule 23(f) petition; edit and finalize; file	4.1	$875.00	$3,587.50
2025.04.21	Ralphs Pharmacy	IR	Finalized and filed 23(f) opp	8.4	$600.00	$5,040.00
2025.04.21	Ralphs Pharmacy	JIM	Review and revise draft 23f petition opposition papers and confer with A. Obergfell about finalizing and filing same	2.5	$1,400.00	$3,500.00
2025.04.21	Ralphs Pharmacy	SNM	Coordinated with A. Obergfell regarding 23(f) petition (.1); proofread brief (2.4); conferred with A. Obergfell regarding corporate disclosure statement (.2); managed litigation support (.1); conferred with IR regarding same (.1)	2.9	$750.00	$2,175.00
2025.04.22	Ralphs Pharmacy	IR	Attention to mandatory disclosures	0.2	$600.00	$120.00
2025.04.22	Ralphs Pharmacy	IR	Attention to courtesy copies	0.3	$600.00	$180.00
2025.04.23	Ralphs Pharmacy	AMW	Sent courtsey copies to the court	0.6	$400.00	$240.00
2025.04.25	Ralphs Pharmacy	IR	Reviewed docket activity	0.1	$600.00	$60.00
2025.04.28	Ralphs Pharmacy	AJO	Review correspondence from Court regarding transcript and forward to internal team	0.2	$875.00	$175.00
2025.04.28	Ralphs Pharmacy	IR	Reviewed docket activity	0.1	$600.00	$60.00
2025.04.29	Ralphs Pharmacy	JIM	Continued investigation of claims	0.5	$1,400.00	$700.00
2025.04.30	Ralphs Pharmacy	AJO	Review invoice from Susan Hayes and confer with internal team regarding same	0.3	$875.00	$262.50
2025.05.16	Ralphs Pharmacy	JIM	Telephone call with defense counsel about renewed interest in mediation; debrief with internal team and co-counsel to discuss next steps and potential mediator choices	2.0	$1,400.00	$2,800.00
2025.05.19	Ralphs Pharmacy	JIM	Email defense counsel to confirm plaintiffs' interest in mediation and to discuss next steps	0.4	$1,400.00	$560.00
2025.05.20	Ralphs Pharmacy	AJO	Draft joint motion to stay case pending mediation	2.1	$875.00	$1,837.50
2025.05.20	Ralphs Pharmacy	IR	Drafted joint motion to stay (1); reviewed stay motion (.7)	1.7	$600.00	$1,020.00
2025.05.21	Ralphs Pharmacy	AJO	Confer with internal team and correspond with Defendant's cousel regarding joint motion to stay	0.4	$875.00	$350.00
2025.05.21	Ralphs Pharmacy	JIM	Review and comment on draft joint motion for stay	0.6	$1,400.00	$840.00
2025.05.22	Ralphs Pharmacy	AJO	Finalize joint motion to stay; correspond with defense counsel and internal team; file	2.2	$875.00	$1,925.00
2025.05.22	Ralphs Pharmacy	AMW	Filed Joint Motion to stay	0.2	$400.00	$80.00
2025.05.22	Ralphs Pharmacy	IR	Reviewed stay motion (.4); reviewed docket activity (.1)	0.5	$600.00	$300.00
2025.05.22	Ralphs Pharmacy	JIM	Review defendant's redlines to draft joint motion to stay proceedings in the Sixth Circuit and discuss finalizing and filing same with A. Obergfell	1.0	$1,400.00	$1,400.00
2025.05.23	Ralphs Pharmacy	AJO	Review order from Sixth Circuit staying case pending mediation; arrange for calendaring	0.3	$875.00	$262.50
2025.05.23	Ralphs Pharmacy	AJO	Correspond with internal team regarding mediator selection	0.2	$875.00	$175.00

2025.05.23	Ralphs Pharmacy	JIM	Review Sixth Circuit order staying proceedings; attention to researching potential mediators	0.5	$1,400.00	$700.00
2025.05.27	Ralphs Pharmacy	AJO	Review correspondence from defense counsel regarding mediator selection	0.1	$875.00	$87.50
2025.05.27	Ralphs Pharmacy	AJO	Ruthberg	0.7	$875.00	$612.50
2025.05.27	Ralphs Pharmacy	AJO	Research mediators proposed by defense counsel; research mediator Miles Ruthberg; correspond with internal team	2.8	$875.00	$2,450.00
2025.05.27	Ralphs Pharmacy	JIM	Review email from defense counsel about suggested mediators and research the options; confer with internal team and co-counsel; draft responsive email to S. Coleman	1.4	$1,400.00	$1,960.00
2025.05.29	Ralphs Pharmacy	JIM	Review and respond to emails about potential mediators and mediation scheduling	0.4	$1,400.00	$560.00
2025.05.30	Ralphs Pharmacy	AJO	Confer with internal team regarding mediation	0.2	$875.00	$175.00
2025.05.30	Ralphs Pharmacy	JIM	Confer with S. Coleman about mediator options and scheduling; debrief with internal team and co-counsel	0.5	$1,400.00	$700.00
2025.06.02	Ralphs Pharmacy	AJO	Review correspondence from defense counsel regarding mediation	0.1	$875.00	$87.50
2025.06.03	Ralphs Pharmacy	AJO	Call and email to Plaintiff Lewis regarding mediation	0.2	$875.00	$175.00
2025.06.03	Ralphs Pharmacy	JIM	Confer with A. Obergfell in preparation for upcoming mediation and conduct research for same	0.4	$1,400.00	$560.00
2025.06.04	Ralphs Pharmacy	AJO	Review mediation agreement, calendar dates, correspond with team regarding same	0.4	$875.00	$350.00
2025.06.04	Ralphs Pharmacy	JIM	Review and execute mediator's agreement; confer with I. Rosenberg in preparation for upcoming mediation	0.6	$1,400.00	$840.00
2025.06.05	Ralphs Pharmacy	AJO	Review correspondence from defense counsel regarding changing dates for mediation briefs	0.1	$875.00	$87.50
2025.06.08	Ralphs Pharmacy	AJO	Confer with internal team regarding mediation brief	0.3	$875.00	$262.50
2025.06.11	Ralphs Pharmacy	AJO	Confer with Colin Weir and internal team regarding mediation	0.2	$875.00	$175.00
2025.06.12	Ralphs Pharmacy	AJO	Telephone call with C. Weir and J. Arisohn regarding damages calculation for mediation; debrief with J. Marchese	0.6	$875.00	$525.00
2025.06.12	Ralphs Pharmacy	AJO	Draft mediation statement	7.1	$875.00	$6,212.50
2025.06.12	Ralphs Pharmacy	AJO	Prepare correspondence to Selina Coleman regarding mediation	0.2	$875.00	$175.00
2025.06.13	Ralphs Pharmacy	AJO	Continue drafting mediation brief	5.6	$875.00	$4,900.00
2025.06.16	Ralphs Pharmacy	AJO	Correspondence to C. Weir regarding data and mediation	0.1	$875.00	$87.50
2025.06.16	Ralphs Pharmacy	AJO	Prepare for meet and confer call, review prior data stip	0.3	$875.00	$262.50
2025.06.16	Ralphs Pharmacy	AJO	meet and confer call with Selina Coleman regarding exchange of claims data in advance of mediation; debrief with internal team re same	0.5	$875.00	$437.50
2025.06.17	Ralphs Pharmacy	AJO	Continue drafting mediation brief	1.8	$875.00	$1,575.00
2025.06.17	Ralphs Pharmacy	AJO	Correspond with C. Weir regarding mediation analysis	0.2	$875.00	$175.00
2025.06.18	Ralphs Pharmacy	AJO	Continue drafting mediation brief	7.4	$875.00	$6,475.00
2025.06.19	Ralphs Pharmacy	AJO	Continue drafting mediation brief	7.6	$875.00	$6,650.00
2025.06.19	Ralphs Pharmacy	AJO	Telephone call with C. Weir regarding data	0.4	$875.00	$350.00
2025.06.20	Ralphs Pharmacy	AJO	Telephone call with Selina Coleman regarding claims data	0.3	$875.00	$262.50
2025.06.23	Ralphs Pharmacy	AJO	Continue working on mediation brief	2.6	$875.00	$2,275.00
2025.06.23	Ralphs Pharmacy	JIM	Prepare for upcoming mediation and confer with A. Obergfell about making nationwide transactional claims sample data from defendant	1.5	$1,400.00	$2,100.00
2025.06.24	Ralphs Pharmacy	AJO	draft mediation statement	5.1	$875.00	$4,462.50
2025.06.25	Ralphs Pharmacy	AJO	draft mediation statement	6.8	$875.00	$5,950.00
2025.06.25	Ralphs Pharmacy	JIM	Review and analyze settlement data email from S. Coleman	0.3	$1,400.00	$420.00
2025.06.26	Ralphs Pharmacy	AJO	Research regarding prior discovery disputes regarding transaction claims data; formulate meet and confer strategy	2.2	$875.00	$1,925.00

2025.06.26	Ralphs Pharmacy	AJO	Work on mediation brief	4.1	$875.00	$3,587.50
2025.06.26	Ralphs Pharmacy	AJO	Confer with internal team regarding Kroger mediation production and strategy	0.3	$875.00	$262.50
2025.06.27	Ralphs Pharmacy	AJO	Continue drafting mediation brief	4.9	$875.00	$4,287.50
2025.06.27	Ralphs Pharmacy	JIM	Review settlement email from A. Obergfell to defense counsel	0.1	$1,400.00	$140.00
2025.06.30	Ralphs Pharmacy	AJO	Continue drafting mediation brief	7.2	$875.00	$6,300.00
2025.06.30	Ralphs Pharmacy	JIM	Review and respond to emails to defense counsel in preparation for upcoming mediation, and debrief with A. Obergfell about next steps	0.5	$1,400.00	$700.00
2025.07.01	Ralphs Pharmacy	AJO	Continue drafting mediation brief	7.5	$875.00	$6,562.50
2025.07.02	Ralphs Pharmacy	AJO	Meet and confer with Selina Coleman regarding claims data	0.4	$875.00	$350.00
2025.07.02	Ralphs Pharmacy	AJO	Continue drafting mediation brief	5.1	$875.00	$4,462.50
2025.07.03	Ralphs Pharmacy	AJO	Continue drafting mediation brief	6.7	$875.00	$5,862.50
2025.07.07	Ralphs Pharmacy	AJO	Follow-up meet and confer with defense counsel regarding claims data for mediation	0.4	$875.00	$350.00
2025.07.07	Ralphs Pharmacy	AJO	Continue drafting mediation brief	5.6	$875.00	$4,900.00
2025.07.07	Ralphs Pharmacy	JAG	Assist A. Obergfell with retrieving national client data	0.3	$375.00	$112.50
2025.07.08	Ralphs Pharmacy	AJO	Revise mediation brief; insert citations and exhbits	8.0	$875.00	$7,000.00
2025.07.09	Ralphs Pharmacy	AJO	Telephone call with C. Weir regarding data; next steps	0.4	$875.00	$350.00
2025.07.09	Ralphs Pharmacy	AJO	draft mediation statement and circulate to internal team; draft term sheet	7.7	$875.00	$6,737.50
2025.07.09	Ralphs Pharmacy	AJO	Prepare correspondence to Selina Coleman regarding data	0.1	$875.00	$87.50
2025.07.10	Ralphs Pharmacy	AJO	Prepare correspondence to mediator regarding submissions	0.2	$875.00	$175.00
2025.07.10	Ralphs Pharmacy	AJO	Telephone call with Selina Coleman regarding claims data	0.3	$875.00	$262.50
2025.07.10	Ralphs Pharmacy	AJO	Prepare exhibit list and collect exhibits for mediation statement	1.8	$875.00	$1,575.00
2025.07.10	Ralphs Pharmacy	AJO	Prepare correspondence to Selina Coleman; prepare for call regarding data	0.8	$875.00	$700.00
2025.07.10	Ralphs Pharmacy	AJO	Continue drafting/finalizing proposed term sheet	1.0	$875.00	$875.00
2025.07.10	Ralphs Pharmacy	AJO	Correspondence to Selina Coleman outlining position on data and modifications	0.4	$875.00	$350.00
2025.07.10	Ralphs Pharmacy	JIM	Review emails regarding requested settlement informantion and review draft mediation statement	1.0	$1,400.00	$1,400.00
2025.07.11	Ralphs Pharmacy	AJO	Confer with J. Arisohn regarding mediation statement and term sheet	0.3	$875.00	$262.50
2025.07.14	Ralphs Pharmacy	AJO	Finalize mediation statement with exhibits - collect exhibits and arrange for electronic filing and hard copy filing	0.5	$875.00	$437.50
2025.07.14	Ralphs Pharmacy	JAG	Prepare courtesy copy of mediation exhibits	1.5	$375.00	$562.50
2025.07.14	Ralphs Pharmacy	JIM	Confer with A. Obergfell about draft mediation statement and settlement strategy	0.6	$1,400.00	$840.00
2025.07.15	Ralphs Pharmacy	AJO	Review correspondence from defense counsel regarding joint exhibits; respond	0.3	$875.00	$262.50
2025.07.15	Ralphs Pharmacy	JIM	Attention to draft mediation statement	0.4	$1,400.00	$560.00
2025.07.16	Ralphs Pharmacy	AJO	Telephone call with internal team regarding mediation strategy and brief	0.5	$875.00	$437.50
2025.07.16	Ralphs Pharmacy	AJO	Finalize mediation statement and exhibits	2.1	$875.00	$1,837.50
2025.07.16	Ralphs Pharmacy	IR	Reviewed and analyzed mediation statement	2.0	$600.00	$1,200.00
2025.07.16	Ralphs Pharmacy	JAG	Finish preparing courtesy copies of mediation statement	1.7	$375.00	$637.50
2025.07.16	Ralphs Pharmacy	JIM	Review and comment on draft mediation statement and term sheet; confer with A. Obergfell and co-counsel about finalizing same and about next steps for settlement and making an initial settlement demand; review email exchange with defense counsel about requested settlement information and exchange of information	2.9	$1,400.00	$4,060.00
2025.07.17	Ralphs Pharmacy	JAG	Serve mediation statement	1.1	$375.00	$412.50
2025.07.21	Ralphs Pharmacy	AJO	Telephone call with Ken Schafermeyer regarding AWP data; follow up correspondence	0.6	$875.00	$525.00

2025.07.21	Ralphs Pharmacy	AJO	Draft reply mediation statement	2.9	$875.00	$2,537.50
2025.07.21	Ralphs Pharmacy	AJO	Research sources for prescription AWP for non-tiered drugs; confer with Ira regarding obtaining data	0.8	$875.00	$700.00
2025.07.21	Ralphs Pharmacy	AJO	Correspond with internal team regarding strategy for estimating damages for non-tiered drugs	0.3	$875.00	$262.50
2025.07.21	Ralphs Pharmacy	JIM	Confer with A. Obergfell and co-counsel about creating a fulsome damages estimate for non-tiered drugs in advance of the mediation	1.0	$1,400.00	$1,400.00
2025.07.22	Ralphs Pharmacy	AJO	Continue drafting reply mediation statement	8.0	$875.00	$7,000.00
2025.07.22	Ralphs Pharmacy	IR	Researched Red Book	0.8	$600.00	$480.00
2025.07.23	Ralphs Pharmacy	AJO	Confer with Ira regarding license for Red Book for AWP prices	0.2	$875.00	$175.00
2025.07.23	Ralphs Pharmacy	AJO	Continue drafting reply mediation statement	8.1	$875.00	$7,087.50
2025.07.24	Ralphs Pharmacy	AJO	Continue drafting reply mediation statement	8.1	$875.00	$7,087.50
2025.07.24	Ralphs Pharmacy	IR	Emailed MicroMedex	0.2	$600.00	$120.00
2025.07.25	Ralphs Pharmacy	AJO	Continue drafting reply mediation statement	7.1	$875.00	$6,212.50
2025.07.28	Ralphs Pharmacy	AJO	Continue drafting reply mediation statement; proofread; circulate to internal team	7.8	$875.00	$6,825.00
2025.07.28	Ralphs Pharmacy	JIM	Review and comment on draft reply mediation statement, and confer with internal team and co-counsel about damages estimate	1.6	$1,400.00	$2,240.00
2025.07.29	Ralphs Pharmacy	AJO	Correspond with internal team regarding mediation statement; make edits; finalize	1.5	$875.00	$1,312.50
2025.07.29	Ralphs Pharmacy	IR	Researched Red Book	0.7	$600.00	$420.00
2025.07.29	Ralphs Pharmacy	JIM	Assist with finalizing reply mediation statement	0.3	$1,400.00	$420.00
2025.07.30	Ralphs Pharmacy	AJO	Telephone call with Beeta Lewis regarding mediation	0.3	$875.00	$262.50
2025.07.30	Ralphs Pharmacy	AJO	Telephone call with Judy Kirkbride regarding mediation	0.3	$875.00	$262.50
2025.07.31	Ralphs Pharmacy	AJO	Finalize and file reply mediation statement	0.5	$875.00	$437.50
2025.07.31	Ralphs Pharmacy	AJO	Review and analyze Defendant's reply mediation statement	1.5	$875.00	$1,312.50
2025.07.31	Ralphs Pharmacy	AJO	Review Kroger production and send to Colin Weir	1.1	$875.00	$962.50
2025.07.31	Ralphs Pharmacy	IR	Emailed team regarding status report	0.2	$600.00	$120.00
2025.07.31	Ralphs Pharmacy	JAG	File reply mediation statement and send out courtesy copy	0.2	$375.00	$75.00
2025.07.31	Ralphs Pharmacy	JAG	Prep GCN data for Weir review	0.2	$375.00	$75.00
2025.07.31	Ralphs Pharmacy	JIM	Review and analyze defendant's mediation response brief	1.1	$1,400.00	$1,540.00
2025.08.01	Ralphs Pharmacy	AJO	Finalize 6th Circuit status report; attention to filing	0.5	$875.00	$437.50
2025.08.01	Ralphs Pharmacy	IR	Reviewed docket activity	0.1	$600.00	$60.00
2025.08.04	Ralphs Pharmacy	AJO	Correspond with J. Marchese regarding GCN production	0.2	$875.00	$175.00
2025.08.05	Ralphs Pharmacy	AJO	Correspond with defense counsel regarding data; confer with Colin Weir regarding the same	0.9	$875.00	$787.50
2025.08.06	Ralphs Pharmacy	AJO	Correspond with J. Marchese regarding term sheet; review and analyze term sheet	0.5	$875.00	$437.50
2025.08.06	Ralphs Pharmacy	JIM	Confer with A. Obergfell and co-counsel to amend term sheet to add additional language	0.5	$1,400.00	$700.00
2025.08.08	Ralphs Pharmacy	AJO	Prepare correspondence to defense counsel regarding sales data	0.4	$875.00	$350.00
2025.08.12	Ralphs Pharmacy	AJO	Prepare correspondence to defense counsel regarding sales data	0.2	$875.00	$175.00
2025.08.12	Ralphs Pharmacy	JIM	Review and sign off on mediation attendance form; review and sign mediation confidentiality agreement; email co-counsel and mediator to schedule mediation pre-call	0.5	$1,400.00	$700.00
2025.08.13	Ralphs Pharmacy	AJO	Review correspondence from defense counsel regarding sales data; confer with Colin Weir regarding same	0.6	$875.00	$525.00
2025.08.14	Ralphs Pharmacy	JIM	Telephone call with A. Obergfell to prepare for tomorrow's introductory call with the mediator, and continue to prepare for mediation	1.0	$1,400.00	$1,400.00
2025.08.15	Ralphs Pharmacy	AJO	Correspond with Miles Ruthberg regarding mediation; defense counsel	0.2	$875.00	$175.00

2025.08.15	Ralphs Pharmacy	AJO	Prepare for pre-mediation conference with Miles Ruthberg	1.8	$875.00	$1,575.00
2025.08.15	Ralphs Pharmacy	AJO	Research/review Humana arbitration award referenced by Miles Ruthberg; correspond with J. Marchese	1.6	$875.00	$1,400.00
2025.08.15	Ralphs Pharmacy	AJO	Attend pre-mediation conference with Miles Ruthberg; debrief with J. Marchese	1.5	$875.00	$1,312.50
2025.08.15	Ralphs Pharmacy	JIM	Participate in introductory call with mediator, and debrief with A. Obergfell thereafter and discussed damages issues; additional preparation for next week's mediation	2.2	$1,400.00	$3,080.00
2025.08.16	Ralphs Pharmacy	JIM	Prepare for upcoming mediation	0.7	$1,400.00	$980.00
2025.08.18	Ralphs Pharmacy	AJO	Confer with J. Marchese regarding mediation strategy	0.3	$875.00	$262.50
2025.08.18	Ralphs Pharmacy	AJO	Prepare correspondence to Colin Weir regarding damages; review response	0.2	$875.00	$175.00
2025.08.19	Ralphs Pharmacy	AJO	Review correspondence from C. Weir; review data regarding tiered drugs damages; circulate to team	0.5	$875.00	$437.50
2025.08.19	Ralphs Pharmacy	AJO	Telephone call with C. Weir regarding analysis of damages	0.4	$875.00	$350.00
2025.08.20	Ralphs Pharmacy	AJO	Prepare correspondence to internal team and co-counsel regarding mediation; email exchange; analysis	0.7	$875.00	$612.50
2025.08.20	Ralphs Pharmacy	AJO	Prepare for mediation; confer with J. Marchese	0.4	$875.00	$350.00
2025.08.20	Ralphs Pharmacy	AJO	Confer with J. Marchese regarding mediation strategy	0.3	$875.00	$262.50
2025.08.20	Ralphs Pharmacy	AJO	Confer with J. Arisohn and J. Smith regarding mediation strategy	0.5	$875.00	$437.50
2025.08.20	Ralphs Pharmacy	AJO	Call client Kirkbride regarding mediation; contact Plaintiff Lewis	0.4	$875.00	$350.00
2025.08.21	Ralphs Pharmacy	AJO	Attend mediation	8.1	$875.00	$7,087.50
2025.08.21	Ralphs Pharmacy	AJO	Prepare for mediation	1.5	$875.00	$1,312.50
2025.08.21	Ralphs Pharmacy	IR	Attended mediation	7.0	$600.00	$4,200.00
2025.08.21	Ralphs Pharmacy	JIM	Attend mediation and debrief with A. Obergfell and co-counsel thereafter about next steps	8.5	$1,400.00	$11,900.00
2025.08.22	Ralphs Pharmacy	AJO	Analyze Humana arbitration award	1.5	$875.00	$1,312.50
2025.08.25	Ralphs Pharmacy	AJO	Continue review and analysis of Humana arbitration award	0.3	$875.00	$262.50
2025.08.27	Ralphs Pharmacy	AJO	Confer with J. Marchese regarding follow-up mediation strategy	0.3	$875.00	$262.50
2025.08.27	Ralphs Pharmacy	JIM	Telephone call to M. Ruthberg and debrief with A. Obergfell	0.5	$1,400.00	$700.00
2025.08.28	Ralphs Pharmacy	JIM	Review and analyze mediation notes	0.2	$1,400.00	$280.00
2025.08.29	Ralphs Pharmacy	AJO	Telephone conference with J. Marchese regarding mediation; next steps	0.4	$875.00	$350.00
2025.08.29	Ralphs Pharmacy	AJO	Review status report for 6th Circuit; correspond with Defense counsel regarding the same	0.4	$875.00	$350.00
2025.08.29	Ralphs Pharmacy	IR	Reviewed docket activity and status report	0.2	$600.00	$120.00
2025.08.29	Ralphs Pharmacy	JIM	Confer with co-counsel and internal team regarding next steps for resolution	0.8	$1,400.00	$1,120.00
2025.09.01	Ralphs Pharmacy	JIM	Confer with J. Arisohn to debrief about today's communications from our mediator	0.3	$1,400.00	$420.00
2025.09.03	Ralphs Pharmacy	AJO	Confer with J. Marchese regarding call with mediator and settlement strategy	0.2	$875.00	$175.00
2025.09.10	Ralphs Pharmacy	AJO	Continue reading Humana arbitration award	0.7	$875.00	$612.50
2025.09.10	Ralphs Pharmacy	JIM	Conferences with J. Arisohn about call from mediator and next steps in settlement negotiation	0.5	$1,400.00	$700.00
2025.09.17	Ralphs Pharmacy	AJO	Continue analyzing Humana arbitration decision	1.1	$875.00	$962.50
2025.09.17	Ralphs Pharmacy	JIM	Email exchange with J. Arisohn about next steps in settlement negotiation and strategy for same	0.3	$1,400.00	$420.00
2025.09.19	Ralphs Pharmacy	AJO	Continue analyzing Humana arbitration decision	1.0	$875.00	$875.00
2025.09.22	Ralphs Pharmacy	AJO	Prepare correspondence to defense counsel regarding status report to Sixth Circuit; review response	0.3	$875.00	$262.50
2025.09.23	Ralphs Pharmacy	AJO	Confer with J. Arisohn regarding proposed settlement terms; review Walgreens settlement for reference	1.0	$875.00	$875.00
2025.09.23	Ralphs Pharmacy	AJO	Telephone call with J. Marchese regarding mediation strategy	0.2	$875.00	$175.00

2025.09.23	Ralphs Pharmacy	JIM	Review and comment on revised settlement term sheet from defense counsel, and confer with J. Arisohn about status of settlement negotiations with mediator and defendant and discuss next steps; debrief with A. Obergfell	1.0	$1,400.00	$1,400.00
2025.09.25	Ralphs Pharmacy	AJO	Review Russo settlement for claims administration and notice information; same for Corcoran case; reach out to potential claims administrators regarding bid	2.1	$875.00	$1,837.50
2025.09.25	Ralphs Pharmacy	AJO	Review and analyze edits to term sheet	0.3	$875.00	$262.50
2025.09.25	Ralphs Pharmacy	AJO	Confer with J. Marchese regarding claims administration and term sheet; settlement	0.3	$875.00	$262.50
2025.09.25	Ralphs Pharmacy	AJO	respond	0.3	$875.00	$262.50
2025.09.25	Ralphs Pharmacy	JIM	Review further redlines to draft settlement term sheet; review email from co-counsel about same; call with A. Obergfell about notice plan issues and elements and draft follow up email to A. Obergfell about same; conduct follow up discussions and research on notice plan issues with A. Obergfell; review and authorize filing of draft joint status report to the court	1.9	$1,400.00	$2,660.00
2025.09.26	Ralphs Pharmacy	AJO	Correspond with internal team regarding claims administration bids	0.2	$875.00	$175.00
2025.09.26	Ralphs Pharmacy	AJO	Telephone call to A.B. Data regarding claims administration bid	0.1	$875.00	$87.50
2025.09.26	Ralphs Pharmacy	AJO	Telephone call to Bill Wickersham regarding claims administration bid	0.1	$875.00	$87.50
2025.09.26	Ralphs Pharmacy	IR	Call with potential claims administrator regarding bid	0.4	$600.00	$240.00
2025.09.26	Ralphs Pharmacy	JIM	Attention to procuring administrator notice estimates for class action settlement, and draft email to A. Obergfell about same; telephone call and email to Angeion	1.3	$1,400.00	$1,820.00
2025.09.29	Ralphs Pharmacy	AJO	Review filed status report and acknowledgement from Sixth Circuit	0.2	$875.00	$175.00
2025.10.01	Ralphs Pharmacy	AJO	Telephone call from Bill Wickersham from RG2 regarding notice and administration quote; confer with internal team	0.4	$875.00	$350.00
2025.10.01	Ralphs Pharmacy	AJO	Correspond with Angeion regarding notice plan	0.2	$875.00	$175.00
2025.10.03	Ralphs Pharmacy	AJO	Correspond with Bill Wickersham outlining notice needs	0.2	$875.00	$175.00
2025.10.03	Ralphs Pharmacy	AJO	Review correspondence from defense counsel regarding term sheet	0.2	$875.00	$175.00
2025.10.03	Ralphs Pharmacy	JIM	Email and review emails from J. Arisohn and S. Coleman about status of settlement negotiations and next steps	0.4	$1,400.00	$560.00
2025.10.07	Ralphs Pharmacy	JIM	Email exchange with J. Arisohn about defendant's latest redlines to the draft settlement term sheet and undertaking	0.2	$1,400.00	$280.00
2025.10.08	Ralphs Pharmacy	JIM	undertaking, and confer with J. Arisohn about my comments and about settlement notice estimates thus far	1.1	$1,400.00	$1,540.00
2025.10.10	Ralphs Pharmacy	AJO	Telephone call with A.B. Data regarding claims administration quote	0.3	$875.00	$262.50
2025.10.10	Ralphs Pharmacy	AJO	Telephone call with Bill Wickersham regarding notice and claims administration quote; correspondence regarding same	0.4	$875.00	$350.00
2025.10.13	Ralphs Pharmacy	AJO	Telephone call with A.B. Data representative regarding claims administration; follow up correspondence; correspond with team regarding same	0.5	$875.00	$437.50
2025.10.15	Ralphs Pharmacy	JIM	Email mediator to check negotiation status	0.1	$1,400.00	$140.00
2025.10.20	Ralphs Pharmacy	AJO	Review bids from RG2 and A.B. Data regarding claims administration; confer with internal team regarding same	0.6	$875.00	$525.00
2025.10.20	Ralphs Pharmacy	JIM	Review notice plan estimates from RG2 and A.B. Data, and confer with A. Obergfell and J. Arisohn about same	0.8	$1,400.00	$1,120.00
2025.10.21	Ralphs Pharmacy	AJO	Correspondence with internal team regarding settlement	0.2	$875.00	$175.00
2025.10.22	Ralphs Pharmacy	JIM	Review email from mediator with defendant's latest settlement counteroffer and draft responsive email to co-counsel and internal team	0.4	$1,400.00	$560.00
2025.10.23	Ralphs Pharmacy	AJO	Legal research regarding settlement and Rule 23(f) petition	1.1	$875.00	$962.50
2025.10.23	Ralphs Pharmacy	AJO	Review proposed status report from Kroger; confer with internal team regarding same	0.2	$875.00	$175.00

2025.10.23	Ralphs Pharmacy	AJO	Review correspondence from mediator; correspond with internal team regarding settlement and status report	0.3	$875.00	$262.50
2025.10.23	Ralphs Pharmacy	JIM	Telephone call with J. Arisohn to discuss settlement strategy and next steps; confer with A. Obergfell about same	0.5	$1,400.00	$700.00
2025.10.24	Ralphs Pharmacy	AJO	Correspond with Defendant's counsel regarding joint status report	0.3	$875.00	$262.50
2025.10.27	Ralphs Pharmacy	AJO	Prepare correspondence to co-counsel regarding term sheet	0.3	$875.00	$262.50
2025.10.27	Ralphs Pharmacy	AJO	Telephone call with J. Marchese regarding settlement term sheet	0.2	$875.00	$175.00
2025.10.27	Ralphs Pharmacy	JIM	Review and analyze defendant's redlines to draft undertaking and draft term sheet; make further comments and confer with A. Obergfell and J. Arisohn about making revisions to revert to defense counsel	1.0	$1,400.00	$1,400.00
2025.10.28	Ralphs Pharmacy	AJO	Telephone call with A.B. Data regarding notice and administration proposal	0.3	$875.00	$262.50
2025.10.28	Ralphs Pharmacy	AJO	Telephone call with J. Marchese regarding notice and administration proposals	0.2	$875.00	$175.00
2025.10.28	Ralphs Pharmacy	IR	Emailed team regarding status report	0.1	$600.00	$60.00
2025.10.28	Ralphs Pharmacy	JIM	Confer with Angeion and A. Obergfell about notice and admin estimates and related potential settlement terms	0.9	$1,400.00	$1,260.00
2025.10.29	Ralphs Pharmacy	AJO	Review updated settlement admin proposal from A.B. Data; forward to team	0.2	$875.00	$175.00
2025.10.29	Ralphs Pharmacy	AJO	Review filed status report	0.1	$875.00	$87.50
2025.10.29	Ralphs Pharmacy	JIM	Review and respond to email from Angeion	0.2	$1,400.00	$280.00
2025.10.30	Ralphs Pharmacy	JIM	Review, analyze and compare notice and administration estimates and call J. Arisohn to discuss next steps; review email from mediator	0.9	$1,400.00	$1,260.00
2025.11.06	Ralphs Pharmacy	AJO	Confer with J. Marchese and J. Arisohn regarding term sheet and settlement	0.2	$875.00	$175.00
2025.11.06	Ralphs Pharmacy	AJO	Correspond with A.B. Data and internal team regarding notice and administration proposal	0.3	$875.00	$262.50
2025.11.06	Ralphs Pharmacy	AJO	Review email from defense counsel regarding notice; confer with J. Marchese; call with A.B. Data regarding notice proposal	0.5	$875.00	$437.50
2025.11.06	Ralphs Pharmacy	AJO	Left voicemail for Angieon representative regarding notice and administration proposal; phone call with Angeion representative regarding the same	0.4	$875.00	$350.00
2025.11.06	Ralphs Pharmacy	JIM	Review and analyze settlement email and attachments from defense counsel; confer with A. Obergfell and J. Arisohn about same and next steps; conduct case research related to settlement issues	1.8	$1,400.00	$2,520.00
2025.11.07	Ralphs Pharmacy	AJO	Review term sheet from J. Arisohn and confer with internal team regarding the same	0.4	$875.00	$350.00
2025.11.07	Ralphs Pharmacy	AJO	Confer with J. Marchese regarding settlement	0.2	$875.00	$175.00
2025.11.07	Ralphs Pharmacy	AJO	Review correspondence from Angeion representative regarding notice and administration proposal and terms	0.1	$875.00	$87.50
2025.11.07	Ralphs Pharmacy	JIM	Settlement calls with J. Arisohn and A. Obergfell	0.3	$1,400.00	$420.00
2025.11.10	Ralphs Pharmacy	AJO	Review term sheet from Michael Lieb	0.1	$875.00	$87.50
2025.11.16	Ralphs Pharmacy	IR	Email correspondence re settlement (.2)	0.2	$600.00	$120.00
2025.11.20	Ralphs Pharmacy	AJO	Telephone call with Plaintiff Lewis regarding settlement	0.2	$875.00	$175.00
2025.11.20	Ralphs Pharmacy	IR	Conferred regarding settlement next steps (.3)	0.3	$600.00	$180.00
2025.11.21	Ralphs Pharmacy	AJO	Prepare correspondence to Colin Weir regarding GCN data	0.2	$875.00	$175.00
2025.11.24	Ralphs Pharmacy	AJO	Circulate finalized term sheet; confer with defense counsel regarding settlement agreement	0.4	$875.00	$350.00
2025.11.24	Ralphs Pharmacy	AJO	Review status report; correspond with defense counsel regarding same	0.3	$875.00	$262.50
2025.11.24	Ralphs Pharmacy	JAG	Combine term sheet signature pages for A. Obergfell	0.1	$375.00	$37.50
2025.11.24	Ralphs Pharmacy	JIM	Email exchange with Angeion about settlement status	0.2	$1,400.00	$280.00
2025.11.26	Ralphs Pharmacy	IR	Reviewed status report (.2)	0.2	$600.00	$120.00

2025.12.03	Ralphs Pharmacy	JIM	Telephone call with C. Weir	0.2	$1,400.00	$280.00
2025.12.15	Ralphs Pharmacy	AJO	Review and analyze settlement agreement	8.2	$875.00	$7,175.00
2025.12.15	Ralphs Pharmacy	JIM	Review draft settlement agreement and J. Arisohn's and A. Obergfell's comments to same	1.6	$1,400.00	$2,240.00
2025.12.16	Ralphs Pharmacy	AJO	Continue working on settlement agreement and plan of allocation; confer with team	4.8	$875.00	$4,200.00
2025.12.16	Ralphs Pharmacy	JIM	Email A. Obergfell and co-counsel about notice plan suggestion; confer with A. Obergfell and V. Sheehy about making further redlines to draft settlement agreement and exhibits thereto	1.2	$1,400.00	$1,680.00
2025.12.16	Ralphs Pharmacy	VAS	Review Settlement Agreement and Term Sheet	1.9	$900.00	$1,710.00
2025.12.17	Ralphs Pharmacy	AJO	Continue working on Plan of Allocation and Distribution; long form notice; proposed order regarding preliminary approval	7.1	$875.00	$6,212.50
2025.12.17	Ralphs Pharmacy	RSR	Prepared expense report for AJO (.2)	0.2	$425.00	$85.00
2025.12.17	Ralphs Pharmacy	VAS	Conduct internet search regarding Patient Access Network (PAN) Foundation; revise Settlement Agreement based on review of Term Sheet	7.9	$900.00	$7,110.00
2025.12.18	Ralphs Pharmacy	AJO	Continue working on settlement agreement and exhibits; redlines	8.1	$875.00	$7,087.50
2025.12.18	Ralphs Pharmacy	JIM	Review and comment on draft final approval and preliminary approval orders and other exhibits to the settlement agreement and confer with A. Obergfell about same; review and respond to settlement distribution plan email from A. Obergfell; telephone call with Angeion about notice and administration plan	1.6	$1,400.00	$2,240.00
2025.12.18	Ralphs Pharmacy	VAS	Conduct internet search regarding Patients for Affordable Drugs	1.0	$900.00	$900.00
2025.12.19	Ralphs Pharmacy	AJO	Continue working on settlement agreement and exhibits; redlines	6.1	$875.00	$5,337.50
2025.12.22	Ralphs Pharmacy	AJO	Correspond with co-counsel regarding settlement document redlines; send documents to defense counsel	0.7	$875.00	$612.50
2025.12.22	Ralphs Pharmacy	AJO	Review status report to Sixth Circuit; correspond with defense counsel regarding same	0.3	$875.00	$262.50
2025.12.22	Ralphs Pharmacy	AJO	exhibits	0.3	$875.00	$262.50
2025.12.22	Ralphs Pharmacy	AJO	Review joint status report to the 6th Circuit; respond to Defendant's counsel regarding the same	0.2	$875.00	$175.00
2025.12.22	Ralphs Pharmacy	AJO	Prepare correspondence to co-counsel regarding redlines to settlement agreement; correspond with co-counsel regarding edits	0.3	$875.00	$262.50
2025.12.22	Ralphs Pharmacy	JIM	Confer with A. Obergfell and co-counsel about collecting redlines to draft settlement agreement and supporting papers	0.4	$1,400.00	$560.00
2025.12.23	Ralphs Pharmacy	AJO	Review correspondence from Angeion; send email to defense counsel regarding same	0.4	$875.00	$350.00
2025.12.23	Ralphs Pharmacy	AJO	Review correspondence from defense counsel regarding Angeion; confer with J. Marchese regarding the same	0.4	$875.00	$350.00
2025.12.23	Ralphs Pharmacy	IR	Reviewed docket activity (.1);	0.1	$600.00	$60.00
2025.12.24	Ralphs Pharmacy	AJO	Prepare correspondence to Angeion regarding defense counsel inquiry	0.2	$875.00	$175.00
2025.12.26	Ralphs Pharmacy	AJO	Review correspondence from defense counsel regarding Angeion	0.1	$875.00	$87.50
2025.12.29	Ralphs Pharmacy	AJO	Review correspondence from defense counsel regarding Angeion; correspond with Angeion regarding the same	0.3	$875.00	$262.50
2026.01.02	Ralphs Pharmacy	AJO	Begin working on preliminary approval motion	0.4	$875.00	$350.00
2026.01.05	Ralphs Pharmacy	AJO	Review correspondence from defense counsel regarding settlement agreement; respond; confer with J. Marchese and co-counsel	0.6	$875.00	$525.00
2026.01.05	Ralphs Pharmacy	JIM	Review email from defense counsel to schedule call regarding draft settlement agreement, and confer with A. Obergfell about same and next steps	0.3	$1,400.00	$420.00
2026.01.06	Ralphs Pharmacy	AJO	Email co-counsel regarding confidential side agreement	0.1	$875.00	$87.50
2026.01.06	Ralphs Pharmacy	AJO	Telephone call with defense counsel regarding settlement agreement and exhibits	1.5	$875.00	$1,312.50
2026.01.07	Ralphs Pharmacy	AJO	Review undertaking; edit; email internal team regarding same; prepare and send updated draft to defense counsel	0.7	$875.00	$612.50

2026.01.07	Ralphs Pharmacy	AJO	Review confidential side agreement and send redlines to defense counsel	0.4	$875.00	$350.00
2026.01.08	Ralphs Pharmacy	AJO	LVM for Ken at Angeion x2	0.2	$875.00	$175.00
2026.01.08	Ralphs Pharmacy	AJO	Review correspondence from defense counsel; research case law; confer with team; call with J. Marchese	1.4	$875.00	$1,225.00
2026.01.08	Ralphs Pharmacy	JIM	Review emails from A. Obergfell and co-counsel about using text messages as a potential method of direct notice; review cases about same; conferences with A. Obergfell to discuss findings, strategy and next steps about same	1.4	$1,400.00	$1,960.00
2026.01.09	Ralphs Pharmacy	AJO	notice	0.2	$875.00	$175.00
2026.01.12	Ralphs Pharmacy	AJO	Call with Angeion regarding notice options; confer with team regarding same	0.7	$875.00	$612.50
2026.01.13	Ralphs Pharmacy	AJO	Review and analyze latest round of settlement documents	7.5	$875.00	$6,562.50
2026.01.14	Ralphs Pharmacy	AJO	Continue working on settlement documents	5.6	$875.00	$4,900.00
2026.01.14	Ralphs Pharmacy	JIM	Confer with A. Obergfell about status of redlines to draft settlement agreement, and confer about status of e-mail address information from defendant and details of notice plan, as well as drafting of preliminary approval brief	0.5	$1,400.00	$700.00
2026.01.15	Ralphs Pharmacy	AJO	Correspond with defense counsel regarding class member emails and class size	0.2	$875.00	$175.00
2026.01.15	Ralphs Pharmacy	AJO	Continue working on settlement docs; confer with team	7.8	$875.00	$6,825.00
2026.01.16	Ralphs Pharmacy	AJO	Continue working on settlement documents	4.1	$875.00	$3,587.50
2026.01.16	Ralphs Pharmacy	AJO	Correspond with claims administrator regarding notice	0.2	$875.00	$175.00
2026.01.16	Ralphs Pharmacy	AJO	Correspond with defense counsel regarding extension to finalize settlement documents	0.2	$875.00	$175.00
2026.01.16	Ralphs Pharmacy	JIM	Review latest redlines to draft settlement agreement and confer with A. Obergfell and co-counsel about same; confer with co-counsel about drafting preliminary approval brief	0.8	$1,400.00	$1,120.00
2026.01.20	Ralphs Pharmacy	AJO	Review joint status report and respond to defense counsel regarding same	0.3	$875.00	$262.50
2026.01.21	Ralphs Pharmacy	AJO	Continue reviewing and editing settlement documents; confer with internal team	7.2	$875.00	$6,300.00
2026.01.21	Ralphs Pharmacy	AJO	Telephone call/correspondence with Angeion regarding Venmo payments	0.3	$875.00	$262.50
2026.01.21	Ralphs Pharmacy	JIM	Review emails about draft settlement agreement language and redlines to draft final approval order; email A. Obergfell to comment on same	0.4	$1,400.00	$560.00
2026.01.22	Ralphs Pharmacy	AJO	Prepare correspondence to defense counsel enclosing settlement documents and suggesting notice plan	0.3	$875.00	$262.50
2026.01.22	Ralphs Pharmacy	AJO	same	1.1	$875.00	$962.50
2026.01.22	Ralphs Pharmacy	IR	Reviewed docket activity (.1);	0.1	$600.00	$60.00
2026.01.22	Ralphs Pharmacy	JIM	Review and comment on draft settlement agreement and ancillary documents, and confer with J. Arisohn and A. Obergfell about same	0.7	$1,400.00	$980.00
2026.01.27	Ralphs Pharmacy	AJO	Draft preliminary approval motion	7.9	$875.00	$6,912.50
2026.01.28	Ralphs Pharmacy	AJO	Continue drafting preliminary approval motion	8.0	$875.00	$7,000.00
2026.01.29	Ralphs Pharmacy	AJO	Continue drafting preliminary approval motion	8.1	$875.00	$7,087.50
2026.01.30	Ralphs Pharmacy	AJO	Continue drafting preliminary approval motion	7.1	$875.00	$6,212.50
2026.02.01	Ralphs Pharmacy	AJO	Review correspondence from defense counsel regarding settlement documents; confer with internal team	0.3	$875.00	$262.50
2026.02.02	Ralphs Pharmacy	AJO	Telephone call with defense counsel regarding settlement agreement and exhibits	1.0	$875.00	$875.00
2026.02.02	Ralphs Pharmacy	AJO	Review Kroger's redlines to settlement documents; confer with J. Arisohn regarding same	5.1	$875.00	$4,462.50
2026.02.02	Ralphs Pharmacy	AJO	Correspond with Angeion regarding notice plan	0.5	$875.00	$437.50

2026.02.02	Ralphs Pharmacy	JIM	Review defendant's latest redlines to draft settlement agreement and ancillary documents, and confer with A. Obergfell about same and next steps for finalizing settlement agreement; review emails with defense counsel and proposed settlement administrator regarding proposed notice plan and claim form	1.5	$1,400.00	$2,100.00
2026.02.03	Ralphs Pharmacy	AJO	Continue reviewing and redlining settlement documents	6.6	$875.00	$5,775.00
2026.02.04	Ralphs Pharmacy	AJO	Continue drafting preliminary approval motion	0.8	$875.00	$700.00
2026.02.04	Ralphs Pharmacy	AJO	Continue reviewing and redlining settlement documents	6.0	$875.00	$5,250.00
2026.02.04	Ralphs Pharmacy	AJO	Telephone call with claims administrator regarding notice plan	0.5	$875.00	$437.50
2026.02.04	Ralphs Pharmacy	JIM	Review and comment on defendant's latest redlines to draft settlement agreement, and confer with A. Obergfell about same and next steps	1.0	$1,400.00	$1,400.00
2026.02.05	Ralphs Pharmacy	AJO	Continue redlining settlement documents; confer with internal team regarding same	6.5	$875.00	$5,687.50
2026.02.06	Ralphs Pharmacy	AJO	Work on preliminary approval brief	1.2	$875.00	$1,050.00
2026.02.06	Ralphs Pharmacy	JIM	Attention to further revising draft settlement and notice documents; review emails with defense counsel in furtherance of finalizing same	0.5	$1,400.00	$700.00
2026.02.09	Ralphs Pharmacy	AJO	Continue drafting preliminary approval motion	6.5	$875.00	$5,687.50
2026.02.09	Ralphs Pharmacy	AJO	Call with Ken Zylstra regarding text notice options and other notice options; debrief with J. Marchese regarding same	0.5	$875.00	$437.50
2026.02.09	Ralphs Pharmacy	JIM	Review settlement correspondence with defense counsel and Angeion; confer with A. Obergfell in advance of tomorrow's call with Angeion and defense counsel concerning details of potential means of providing class notice	0.5	$1,400.00	$700.00
2026.02.10	Ralphs Pharmacy	AJO	Telephone call with all counsel and Angeion regarding notice plan	0.5	$875.00	$437.50
2026.02.10	Ralphs Pharmacy	AJO	Work on preliminary approval brief	3.3	$875.00	$2,887.50
2026.02.10	Ralphs Pharmacy	AJO	Work on Round 4 turn of settlement documents	3.1	$875.00	$2,712.50
2026.02.10	Ralphs Pharmacy	JIM	Confer with A. Obergfell about potential notice plan details and options	0.4	$1,400.00	$560.00
2026.02.11	Ralphs Pharmacy	AJO	Review Defendant's redlines to settlement agreement and long form notice; make additional redlines; circulate to internal team	8.3	$875.00	$7,262.50
2026.02.11	Ralphs Pharmacy	JIM	Review and comment on plaintiffs' further comments to draft settlement agreement	0.3	$1,400.00	$420.00
2026.02.11	Ralphs Pharmacy	VAS	Legal research regarding notice plan	3.7	$900.00	$3,330.00
2026.02.12	Ralphs Pharmacy	AJO	Continue Round 4 edits to settlement documents	6.8	$875.00	$5,950.00
2026.02.12	Ralphs Pharmacy	JIM	Review A. Obergfell's further redlines to draft settlement agreement ancillary documents and email him regarding same	0.6	$1,400.00	$840.00
2026.02.12	Ralphs Pharmacy	VAS	Legal research regarding whether media/internet plan is adequate notice for unidentified class members	1.7	$900.00	$1,530.00
2026.02.13	Ralphs Pharmacy	AJO	Continue redlining settlement documents; send to internal team	6.1	$875.00	$5,337.50
2026.02.13	Ralphs Pharmacy	AJO	Telephone call with defense counsel regarding settlement documents	0.3	$875.00	$262.50
2026.02.13	Ralphs Pharmacy	AJO	Confer with J. Marchese regarding notice and administration; review estimates from Angeion; confer with Angeion	1.3	$875.00	$1,137.50
2026.02.13	Ralphs Pharmacy	JAG	Obtain and save settlement documents to case file	0.2	$375.00	$75.00
2026.02.13	Ralphs Pharmacy	JIM	Review emails exchanged between A. Obergfell, co-counsel, M. Lieb and Angeion regarding finalizing settlement documents and notice plan details; telephone call with A. Obergfell about proposed schedule for fairness hearing and about notice plan implementation and options	0.9	$1,400.00	$1,260.00
2026.02.16	Ralphs Pharmacy	AJO	Continue reviewing and redlining settlement documents	7.1	$875.00	$6,212.50
2026.02.17	Ralphs Pharmacy	AJO	Work on settlement documents	3.3	$875.00	$2,887.50
2026.02.17	Ralphs Pharmacy	AJO	Review status report to Sixth Circuit; correspond with defense counsel regarding same	0.2	$875.00	$175.00
2026.02.18	Ralphs Pharmacy	AJO	Continue working on settlement documents	4.7	$875.00	$4,112.50

2026.02.19	Ralphs Pharmacy	AJO	Continue working on settlement documents	8.3	$875.00	$7,262.50
2026.02.20	Ralphs Pharmacy	AJO	Continue working on settlement documents and confer with internal team regarding notice issue	3.4	$875.00	$2,975.00
2026.02.20	Ralphs Pharmacy	IR	Reviewed docket activity (.1);	0.1	$600.00	$60.00
2026.02.20	Ralphs Pharmacy	JIM	Review and comment on draft settlement documents; review emails from defense counsel and co-counsel regarding proposed settlement timing; confer with A. Obergfell about email notice feature of proposed notice plan	1.1	$1,400.00	$1,540.00
2026.02.21	Ralphs Pharmacy	AJO	Continue working on settlement documents	1.8	$875.00	$1,575.00
2026.02.22	Ralphs Pharmacy	AJO	Correspond with defense counsel regarding notice	0.3	$875.00	$262.50
2026.02.22	Ralphs Pharmacy	AJO	Continue working on settlement documents	0.9	$875.00	$787.50
2026.02.23	Ralphs Pharmacy	AJO	Review Notice Plan from Angeion; comment on same; and correspond with Eric Schachter regarding same	1.5	$875.00	$1,312.50
2026.02.23	Ralphs Pharmacy	AJO	Finalize settlement documents and send to defense counsel	0.6	$875.00	$525.00
2026.02.23	Ralphs Pharmacy	JIM	Review email from Angeion about email lookup feature of proposed notice plan; review emails from defense counsel and follow-on email from Angeoin regarding notice plan	0.7	$1,400.00	$980.00
2026.02.24	Ralphs Pharmacy	AJO	Review Defendant's redlines and arrange a call to discuss same	0.4	$875.00	$350.00
2026.02.24	Ralphs Pharmacy	AJO	Review updated notice plan from Angeion; telephone call with Eric Schachter regarding same; review edits following call	1.1	$875.00	$962.50
2026.02.24	Ralphs Pharmacy	JIM	Review and respond to defense counsel's further edits to draft settlement agreement, and confer with A. Obergfell about same; review email exchanges with defense counsel regarding finalizing settlement documents and proposed notice plan from Angeion	0.6	$1,400.00	$840.00
2026.02.24	Ralphs Pharmacy	VAS	Calls to Plaintiff Kirkbride and Plaintiff Lewis re: Settlement	0.2	$900.00	$180.00
2026.02.25	Ralphs Pharmacy	AJO	Continue drafting preliminary approval motion and J. Marchese declaration	8.3	$875.00	$7,262.50
2026.02.25	Ralphs Pharmacy	AJO	Review Defendant's redlines to notice plan	0.2	$875.00	$175.00
2026.02.25	Ralphs Pharmacy	AJO	Correspond with E. Schachter regarding notice plan	0.2	$875.00	$175.00
2026.02.25	Ralphs Pharmacy	AJO	Send updated notice plan to defense counsel	0.2	$875.00	$175.00
2026.02.25	Ralphs Pharmacy	AJO	Confer with J. Arisohn regarding preliminary approval	0.2	$875.00	$175.00
2026.02.26	Ralphs Pharmacy	AJO	Review Kroger's edits to Notice Plan; additional redlines and comments; circulate to defense counsel	2.5	$875.00	$2,187.50
2026.02.26	Ralphs Pharmacy	AJO	Prepare for call with defense counsel regarding settlement documents; call with defense counsel; debrief with internal team; correspondence with Miles Ruthberg	1.5	$875.00	$1,312.50
2026.02.26	Ralphs Pharmacy	JIM	Attention to notice cost dispute with defense counsel and mediator, and confer with A. Obergfell and co-counsel about same	0.6	$1,400.00	$840.00
2026.02.27	Ralphs Pharmacy	AJO	Confer with internal team regarding Settlement Class exclusion language	0.3	$875.00	$262.50
2026.02.27	Ralphs Pharmacy	AJO	Call with J. Marchese regarding notice cost issue	0.2	$875.00	$175.00
2026.02.27	Ralphs Pharmacy	AJO	Telephone call with Angeion and follow up correspondence	0.5	$875.00	$437.50
2026.02.27	Ralphs Pharmacy	AJO	Review revised notice plan and circulate to defense counsel	0.3	$875.00	$262.50
2026.02.27	Ralphs Pharmacy	AJO	Call with Michael Leib regarding notice cost issue	0.3	$875.00	$262.50
2026.02.27	Ralphs Pharmacy	JIM	and next steps to address notice cost issue with defense counsel; review draft documents from Angeion	1.3	$1,400.00	$1,820.00
2026.02.27	Ralphs Pharmacy	VAS	Legal and case research regarding settlement	1.0	$900.00	$900.00
2026.03.02	Ralphs Pharmacy	AJO	Continue working on preliminary approval motion	0.4	$875.00	$350.00
2026.03.02	Ralphs Pharmacy	AJO	Continue finalizing settlement documents	1.1	$875.00	$962.50
2026.03.02	Ralphs Pharmacy	AJO	Correspond with internal team regarding preliminary approval motion	0.3	$875.00	$262.50

2026.03.02	Ralphs Pharmacy	JIM	Review and analyze revised settlement agreement language from defense counsel, and confer with A. Obergfell and co-counsel about same	0.7	$1,400.00	$980.00
2026.03.02	Ralphs Pharmacy	VAS	Legal and case research regarding settlement	2.6	$900.00	$2,340.00
2026.03.05	Ralphs Pharmacy	JIM	Review and comment on draft preliminary approval brief and my supporting declaration; confer with A. Obergfell about same and about status of and finalizing settlement agreement	2.5	$1,400.00	$3,500.00
2026.03.06	Ralphs Pharmacy	AJO	Confer with J. Marchese regarding strategy and settlement	0.5	$875.00	$437.50
2026.03.06	Ralphs Pharmacy	AJO	counsel	1.4	$875.00	$1,225.00
2026.03.06	Ralphs Pharmacy	AJO	Review, analyze, and comment on Schachter Declaration; send to defense counsel	1.7	$875.00	$1,487.50
2026.03.06	Ralphs Pharmacy	AJO	Review proposed preliminary approval order and proposed judgment; redline; send to defense counsel	3.1	$875.00	$2,712.50
2026.03.06	Ralphs Pharmacy	AJO	Telephone call with Michael Leib regarding Fairness Hearing	0.2	$875.00	$175.00
2026.03.06	Ralphs Pharmacy	AJO	Telephone call from Eric Schachter from Angeion regarding declaration; contract	0.3	$875.00	$262.50
2026.03.06	Ralphs Pharmacy	JIM	Assist with finalizing settlement documents and supporting attorney declaration for preliminary approval; review emails with defense counsel regarding same; telephone calls with A. Obergfell about fairness hearing timing issue and about my thoughts on how to handle	1.8	$1,400.00	$2,520.00
2026.03.09	Ralphs Pharmacy	AJO	Telephone call with Angeion regarding suggested edits; correspondence with Defendant's counsel regarding same	0.4	$875.00	$350.00
2026.03.09	Ralphs Pharmacy	AJO	Review correspondence from defense counsel regarding notice plan edit and settlement documents; multiple emails; review notice plan	0.4	$875.00	$350.00
2026.03.09	Ralphs Pharmacy	AJO	Send final notice plan to Angeion for review and signature	0.2	$875.00	$175.00
2026.03.09	Ralphs Pharmacy	JIM	Review Angeion's comments and suggestions for claim form and confer with A. Obergfell about same and about socializing with defense counsel; review defendant's responsive email	0.6	$1,400.00	$840.00
2026.03.10	Ralphs Pharmacy	AJO	Finalize settlement agreement and obtain signatures from class counsel; correspond with Kroger regarding same	1.5	$875.00	$1,312.50
2026.03.10	Ralphs Pharmacy	AJO	Continue drafting preliminary approval motion	8.1	$875.00	$7,087.50
2026.03.10	Ralphs Pharmacy	JAG	Send out settlement agreement for client signatures	1.2	$375.00	$450.00
2026.03.10	Ralphs Pharmacy	JIM	Review and comment on my draft declaration in support of preliminary approval of settlement	0.7	$1,400.00	$980.00
2026.03.10	Ralphs Pharmacy	JIM	Review execution version of settlement agreement and ancillary documents, and execute	0.4	$1,400.00	$560.00
2026.03.11	Ralphs Pharmacy	AJO	Draft prelimnary approval motion and prepare materials for filing	8.4	$875.00	$7,350.00
2026.03.11	Ralphs Pharmacy	AJO	Call with defense counsel regarding undertaking; settlement agreement	0.3	$875.00	$262.50
2026.03.11	Ralphs Pharmacy	JAG	Call B. Lewis regarding settlement agreement (.3), resend out stipulation for signature (.1), compile Plaintiffs' executed docs for countersignature (.1)	0.5	$375.00	$187.50
2026.03.11	Ralphs Pharmacy	JIM	Review defendant's suggested redlines to draft preliminary approval brief and to my supporting declaration; review emails from co-counsel about same; confer with A. Obergfell about same and assist with finalizing	1.4	$1,400.00	$1,960.00
2026.03.12	Ralphs Pharmacy	AJO	Continue drafting and finalizing preliminary approval motion and supporting documents; communicate with local counsel regarding filing	8.8	$875.00	$7,700.00
2026.03.12	Ralphs Pharmacy	AJO	Review fully executed settlement agreement	0.3	$875.00	$262.50
2026.03.12	Ralphs Pharmacy	AJO	Obtain final Angeion Schachter Declaration and send to Defendant's counsel	0.3	$875.00	$262.50
2026.03.12	Ralphs Pharmacy	IR	Reviewed docket activity (.1);	0.1	$600.00	$60.00
2026.03.12	Ralphs Pharmacy	JIM	Assist with finalizing settlement documents and preliminary approval brief and supporting documents for filing; confer with A. Obergfell and J. Reyes about same; confer with defense counsel about same	1.2	$1,400.00	$1,680.00
2026.03.12	Ralphs Pharmacy	JRR	Prepared tables and exhibits for Preliminary Approval motion	2.0	$425.00	$850.00
2026.03.13	Ralphs Pharmacy	AJO	Edit Angeion contract; confer with co-counsel regarding same	2.1	$875.00	$1,837.50

2026.03.15	Ralphs Pharmacy	AJO	Review correspondence from Angeion regarding preliminary approval	0.1	$875.00	$87.50
2026.03.16	Ralphs Pharmacy	AJO	Finalize edits to Angeion contract and send to Eric Schachter	0.8	$875.00	$700.00
2026.03.16	Ralphs Pharmacy	IR	Conferred with J. Marchese regarding settlement (.3)	0.3	$600.00	$180.00
2026.03.17	Ralphs Pharmacy	AJO	Review and redline Kroger joint status report and joint motion to stay; finalize	0.8	$875.00	$700.00
2026.03.18	Ralphs Pharmacy	AJO	Review CAFA notice	0.4	$875.00	$350.00
2026.03.19	Ralphs Pharmacy	IR	Reviewed docket activity (.1);	0.1	$600.00	$60.00
2026.03.23	Ralphs Pharmacy	AJO	Discuss implications of TPP filing with J. Marchese	0.2	$875.00	$175.00
2026.03.23	Ralphs Pharmacy	JIM	Review newly filed case by Carpenters Union and confer with internal team about same; telephone call to J. Arisohn	0.3	$1,400.00	$420.00
2026.03.25	Ralphs Pharmacy	AJO	Review correspondence from Eric Schachter regarding Angeion contract; respond	0.2	$875.00	$175.00
2026.03.27	Ralphs Pharmacy	AJO	Correspond with Rebecca regarding inquiry from potential settlement class member	0.2	$875.00	$175.00
2026.03.30	Ralphs Pharmacy	AJO	respond	0.3	$875.00	$262.50
2026.03.31	Ralphs Pharmacy	AJO	Review proposed Angeion contract and confer with internal team	0.3	$875.00	$262.50
2026.03.31	Ralphs Pharmacy	IR	Reviewed docket activity (.1);	0.1	$600.00	$60.00
2026.03.31	Ralphs Pharmacy	JIM	Review draft Angeion agreement and redlines thereto, and confer with A. Obergfell and co-counsel about proposed limitation of liability clause	0.3	$1,400.00	$420.00
2026.04.01	Ralphs Pharmacy	AJO	Review correspondence regarding Kroger data pull; correspond with Jade regarding same	0.3	$875.00	$262.50
2026.04.07	Ralphs Pharmacy	AJO	Discuss contract terms with Angeion	0.3	$875.00	$262.50
2026.04.07	Ralphs Pharmacy	AJO	Redline Angeion contract and correspond with internal team regarding same	0.8	$875.00	$700.00
2026.04.13	Ralphs Pharmacy	AJO	Review status report to Sixth Circuit; correspond with defense counsel regarding same	0.3	$875.00	$262.50
2026.04.20	Ralphs Pharmacy	AJO	Redline latest Angeion agreement draft regarding limitation of liability; confer with team re same	1.2	$875.00	$1,050.00
2026.04.20	Ralphs Pharmacy	IR	Reviewed docket activity (.1);	0.1	$600.00	$60.00
2026.04.22	Ralphs Pharmacy	AJO	Send redlined version of contract back to Angeion	0.2	$875.00	$175.00
2026.04.27	Ralphs Pharmacy	AJO	Telephone call with Ken Zylstra regarding Angeion contract	0.2	$875.00	$175.00
2026.05.11	Ralphs Pharmacy	AJO	Begin drafting motion for attorneys' fees, costs/expenses, and for service awards	7.7	$875.00	$6,737.50
2026.05.14	Ralphs Pharmacy	AJO	Review monthly status report to the Sixth Circuit; respond to defense counsel re same	0.3	$875.00	$262.50
2026.05.14	Ralphs Pharmacy	JIM	Telephone call with local counsel	0.2	$1,400.00	$280.00
2026.05.15	Ralphs Pharmacy	JIM	Telephone call with A. Obergfell to discuss next steps	0.2	$1,400.00	$280.00
2026.05.18	Ralphs Pharmacy	AJO	Continue working on motion for attorneys' fees, costs/expenses, and for service awards	3.8	$875.00	$3,325.00
2026.05.20	Ralphs Pharmacy	AJO	Review filed status report to Sixth Circuit	0.1	$875.00	$87.50
2026.05.20	Ralphs Pharmacy	IR	Reviewed docket activity (.1);	0.1	$600.00	$60.00
2026.05.21	Ralphs Pharmacy	AJO	Telephone call with Scott Simpkins regarding preliminary approval motion	0.2	$875.00	$175.00
2026.05.27	Ralphs Pharmacy	AJO	Review order setting hearing on preliminary approval; confer with J. Marchese regarding same	0.3	$875.00	$262.50
2026.05.27	Ralphs Pharmacy	IR	Reviewed docket order and conferred with team (.3);	0.3	$600.00	$180.00
2026.05.27	Ralphs Pharmacy	JIM	Review ECF from the court scheduling a hearing on the pending preliminary approval motion	0.1	$1,400.00	$140.00
2026.05.28	Ralphs Pharmacy	AJO	Review correspondence from Angeion regarding contract; respond	0.2	$875.00	$175.00
2026.05.28	Ralphs Pharmacy	AJO	Prepare correspondence to Angeion regarding preliminary approval hearing; contract	0.2	$875.00	$175.00
2026.05.28	Ralphs Pharmacy	AJO	Correspond with J. Arisohn regarding preliminary approval hearing	0.2	$875.00	$175.00
2026.05.28	Ralphs Pharmacy	AJO	Correspondence with Scott Simpkins regarding preliminary approval hearing	0.2	$875.00	$175.00
2026.05.29	Ralphs Pharmacy	AJO	Telephone call with J. Marchese regarding preliminary approval hearing	0.3	$875.00	$262.50
2026.05.29	Ralphs Pharmacy	AJO	Correspond with defense counsel regarding preliminary approval hearing; correspond with J. Arisohn regarding same	0.3	$875.00	$262.50

2026.05.29	Ralphs Pharmacy	AJO	Prepare for preliminary approval hearing	0.4	$875.00	$350.00
2026.05.29	Ralphs Pharmacy	IR	Conferred with J. Marchese regarding hearing (.2);	0.2	$600.00	$120.00
2026.05.29	Ralphs Pharmacy	JAG	Book travel for J. Marchese and A. Obergfell	0.8	$375.00	$300.00
2026.05.29	Ralphs Pharmacy	JIM	Telephone call with A. Obergfell in preparation for upcoming preliminary approval hearing; prepare for same; confer with defense counsel about upcoming hearing and to schedule call for next week regarding same	1.0	$1,400.00	$1,400.00
2026.06.01	Ralphs Pharmacy	AJO	Telephone call with Angeion regarding contract	0.4	$875.00	$350.00
2026.06.01	Ralphs Pharmacy	AJO	Correspond with Jade regarding travel for preliminary approval hearing	0.2	$875.00	$175.00
2026.06.01	Ralphs Pharmacy	JAG	Book A. Obergfell travel	0.5	$375.00	$187.50
2026.06.02	Ralphs Pharmacy	AJO	Telephone call with defense counsel regarding preliminary approval hearing	0.3	$875.00	$262.50
2026.06.02	Ralphs Pharmacy	AJO	Initial review of Angeion redlines to contract	0.2	$875.00	$175.00
2026.06.02	Ralphs Pharmacy	JIM	Meet with defense counsel, A. Obergfell and J. Smith in preparation for upcoming preliminary approval hearing	0.3	$1,400.00	$420.00
2026.06.03	Ralphs Pharmacy	AJO	Review and analyze Angeion contract; redline; send to internal Plaintiffs team for review; send back to Angeion	1.2	$875.00	$1,050.00
2026.06.03	Ralphs Pharmacy	AJO	Prepare for preliminary approval hearing	3.8	$875.00	$3,325.00
2026.06.04	Ralphs Pharmacy	AJO	Prepare for preliminary approval hearing; review of materials, legal research	8.1	$875.00	$7,087.50
2026.06.04	Ralphs Pharmacy	AJO	Telephone call with Eric Schachter regarding preliminary approval; data; notice plan	0.3	$875.00	$262.50
2026.06.05	Ralphs Pharmacy	AJO	Correspond with Angeion regarding contract; review final version; confer with team	1.0	$875.00	$875.00
2026.06.05	Ralphs Pharmacy	AJO	Prepare for preliminary approval hearing; research regarding same	6.2	$875.00	$5,425.00
2026.06.05	Ralphs Pharmacy	JAG	Send out payment for exhibit transcript	0.1	$375.00	$37.50
2026.06.07	Ralphs Pharmacy	AJO	Call with J. Marchese regarding preliminary approval hearing	0.1	$875.00	$87.50
2026.06.07	Ralphs Pharmacy	AJO	Prepare for preliminary approval hearing	3.1	$875.00	$2,712.50
2026.06.07	Ralphs Pharmacy	AJO	Prepare for preliminary approval hearing; legal research related to same	1.5	$875.00	$1,312.50
2026.06.07	Ralphs Pharmacy	AJO	Travel to Ohio for preliminary approval hearing	4.0	$875.00	$3,500.00
2026.06.07	Ralphs Pharmacy	JIM	Prepare for and travel to upcoming preliminary approval hearing, and participate in conferences with A. Obergfell about same	6.7	$1,400.00	$9,380.00
2026.06.08	Ralphs Pharmacy	AJO	Travel back from preliminary approval hearing	4.2	$875.00	$3,675.00
2026.06.08	Ralphs Pharmacy	AJO	Continue preparing for preliminary approval hearing	4.1	$875.00	$3,587.50
2026.06.08	Ralphs Pharmacy	AJO	Attend/Argue preliminary approval hearing	2.3	$875.00	$2,012.50
2026.06.08	Ralphs Pharmacy	IR	Reviewed docket activity (.1);	0.1	$600.00	$60.00
2026.06.08	Ralphs Pharmacy	JIM	Prepare for, appear at, and travel from preliminary approval hearing; debrief with co-counsel and A. Obergfell post-hearing; confer with defense counsel about various notice items in preparation for dissemination of proposed notice documents	9.4	$1,400.00	$13,160.00
2026.06.09	Ralphs Pharmacy	AJO	Correspond with Angeion regarding final contract; preliminary approval status; updates to notice for contact information	0.2	$875.00	$175.00
2026.06.10	Ralphs Pharmacy	AJO	Continue drafting motion for attorneys' fees, costs/expenses, and for service awards	5.1	$875.00	$4,462.50
2026.06.10	Ralphs Pharmacy	JMF	Collected data relevant to motion for attorneys' fees, costs/expenses, and for service awards	0.1	$425.00	$42.50
2026.06.11	Ralphs Pharmacy	AJO	Review time and expense entries from Arisohn LLC related to motion for attorneys' fees, costs/expenses, and for service awards	0.1	$875.00	$87.50
2026.06.11	Ralphs Pharmacy	AJO	Correspond with J. Marchese regarding Angeion contract	0.1	$875.00	$87.50
2026.06.11	Ralphs Pharmacy	AJO	Telephone call with Eric Schachter regarding preliminary approval; contract	0.1	$875.00	$87.50
2026.06.12	Ralphs Pharmacy	AJO	Listen to voicemail from consulting expert (.1); call with J. Marchese regarding same (.3); call with consulting expert (.4)	0.8	$875.00	$700.00

2026.06.12	Ralphs Pharmacy	AJO	Telephone call with J. Marchese regarding Angeion contract (.2); call with Eric Schachter regarding same (.1)	0.3	$875.00	$262.50
2026.06.12	Ralphs Pharmacy	AJO	Debrief with J. Marchese regarding call with consulting expert	0.2	$875.00	$175.00
2026.06.12	Ralphs Pharmacy	AJO	Review correspondence from J. Smith regarding Smith Krivoshey time and expense data relevant to motion for attorneys' fees, costs/expenses, and for service awards	0.1	$875.00	$87.50
2026.06.12	Ralphs Pharmacy	JIM	Review Angeion contract question from A. Obergfell and confer with him about how to move forward about same; listen to voicemail from B. Majeroni and confer with A. Obergfell about calling Ms. Majeroni in response; debrief with A. Obergfell about his call with Ms. Majeroni	1.0	$1,400.00	$1,400.00
2026.06.15	Ralphs Pharmacy	AJO	Review correspondence from Beth Majeroni; telephone call with J. Marchese; correspondence to J. Arisohn and J. Smith; confer with J. Arisohn regarding same	1.0	$875.00	$875.00
2026.06.15	Ralphs Pharmacy	JIM	Conferences with A. Obergfell regarding settlement notice and potential approval	0.5	$1,400.00	$700.00
2026.06.15	Ralphs Pharmacy	RSR	Sent Majeroni invoices to AJO (.2)	0.2	$425.00	$85.00
2026.06.16	Ralphs Pharmacy	AJO	Draft correspondence to Beth Majeroni; send to J. Marchese for review; send to internal team	1.0	$875.00	$875.00
2026.06.16	Ralphs Pharmacy	AJO	Continue drafting motion for attorneys' fees, costs/expenses, and for service awards	2.6	$875.00	$2,275.00
2026.06.16	Ralphs Pharmacy	AJO	Review final Angeion contract; correspond with team regarding choice of law issues; redline and send back to Angeion	0.7	$875.00	$612.50
2026.06.16	Ralphs Pharmacy	AJO	Follow up with Angeion regarding contract	0.1	$875.00	$87.50
2026.06.17	Ralphs Pharmacy	AJO	Finalize email to Beth Majeroni - send	0.3	$875.00	$262.50
2026.06.17	Ralphs Pharmacy	AJO	Review correspondence from Eric Schachter regarding final contract	0.1	$875.00	$87.50
2026.06.17	Ralphs Pharmacy	AJO	Continue drafting motion for attorneys' fees, costs/expenses, and for service awards	1.6	$875.00	$1,400.00
2026.06.18	Ralphs Pharmacy	AJO	Review draft joint status report from defense counsel; redline; send back; review response	0.4	$875.00	$350.00
2026.06.18	Ralphs Pharmacy	AJO	Review final Angeion contract; arrange for J. Marchese to e-sign; send back to Angeion	0.8	$875.00	$700.00
2026.06.18	Ralphs Pharmacy	JAG	Send out Angeion Statement of Work for J. Marchese signature	0.1	$375.00	$37.50
2026.06.18	Ralphs Pharmacy	JIM	Review and sign Angeion contract	0.2	$1,400.00	$280.00
2026.06.22	Ralphs Pharmacy	AJO	Prepare correspondence to Angeion regarding contract; review fully executed contract; save	0.3	$875.00	$262.50
2026.06.22	Ralphs Pharmacy	AJO	Review correspondence from Beth Majeroni	0.1	$875.00	$87.50
2026.06.22	Ralphs Pharmacy	IR	Reviewed docket filings (.2);	0.2	$600.00	$120.00
2026.06.24	Ralphs Pharmacy	AJO	Confer with J. Marchese regarding preliminary approval; send order to Angeion with request for updated notice documents, telephone number, etc.; review response from Angeion	0.6	$875.00	$525.00
2026.06.24	Ralphs Pharmacy	AJO	Review correspodence from defense counsel regarding preliminary approval; respond; review follow up correspondence	0.4	$875.00	$350.00
2026.06.24	Ralphs Pharmacy	JIM	Review and analyze the court's order granting preliminary approval; review defense counsel's email about next steps; confer with A. Obergfell about next steps; debrief with S. Bursor	0.9	$1,400.00	$1,260.00
2026.06.25	Ralphs Pharmacy	AJO	Telephone call with defense counsel regarding notice documents and Angeion phone number and address	0.1	$875.00	$87.50
2026.06.25	Ralphs Pharmacy	AJO	Review correspondence from Angeion; confer with internal team	0.3	$875.00	$262.50
2026.06.25	Ralphs Pharmacy	AJO	Correspond with defense counsel regarding preliminary approval order	0.2	$875.00	$175.00
2026.06.25	Ralphs Pharmacy	AJO	Telephone call with court regarding corrections to preliminary approval order	0.2	$875.00	$175.00
2026.06.25	Ralphs Pharmacy	AJO	Review corrected preliminary approval order; calendar dates; confer with Jocelyn	0.7	$875.00	$612.50
2026.06.25	Ralphs Pharmacy	IR	Reviewed preliminary approval order (.5)	0.5	$600.00	$300.00
2026.06.25	Ralphs Pharmacy	JIM	Review defense counsel's emails about errata in the court's preliminary approval order and confer with A. Obergfell about same and about scheduling a joint call with the court to remedy the errata	0.4	$1,400.00	$560.00
2026.06.29	Ralphs Pharmacy	AJO	Review correspondence from Beth Majeroni (.1); confer with J. Marchese (.1); respond (.2)	0.4	$875.00	$350.00
2026.06.29	Ralphs Pharmacy	AJO	Research proposed financial institutions from Angeion and confer with team regarding same	1.4	$875.00	$1,225.00

2026.06.29	Ralphs Pharmacy	AJO	Review and analyze Kroger edits to notice documents	1.2	$875.00	$1,050.00
2026.06.29	Ralphs Pharmacy	AJO	Review correspondence from defense counel regarding notice documents	0.2	$875.00	$175.00
2026.07.06	Ralphs Pharmacy	AJO	Correspondence with claims admimistrator regarding Notice documents; settlement website; escrow agent	0.5	$875.00	$437.50
2026.07.08	Ralphs Pharmacy	AJO	Correspond with Angeion confirming that documents posted to Settlement Website	0.2	$875.00	$175.00
2026.07.16	Ralphs Pharmacy	AJO	Review draft monthly status report to Sixth Circuit	0.2	$875.00	$175.00
2026.07.16	Ralphs Pharmacy	AJO	Review draft press release from Angeion; redline; circulate to internal team; review correspondence from J. Arisohn	1.2	$875.00	$1,050.00
2026.07.27	Ralphs Pharmacy	AJO	Contact clients Kirkbride and Lewis regarding submitting claims	0.2	$875.00	$175.00
2026.07.27	Ralphs Pharmacy	AJO	Telephone call with Judy Kirkbride regarding submitting claim and pharmacy records	0.2	$875.00	$175.00
2026.07.28	Ralphs Pharmacy	AJO	Correspond with J. Smith regarding Kirkbride claim	0.2	$875.00	$175.00
2026.07.28	Ralphs Pharmacy	AJO	Continue working on motion for attorneys' fees, costs/expenses, and for service awards	0.1	$875.00	$87.50
2026.07.28	Ralphs Pharmacy	AJO	Telephone call with J. Marchese regarding motion for attorneys' fees, costs/expenses, and for service awards	0.2	$875.00	$175.00
2026.07.29	Ralphs Pharmacy	AJO	Contact client Lewis regarding prescription records; follow up email	0.3	$875.00	$262.50
2026.07.29	Ralphs Pharmacy	AJO	Prepare correspondence to client Kirkbride regarding obtaining prescription history for claim form	0.2	$875.00	$175.00
2026.07.29	Ralphs Pharmacy	AJO	Review correspondence from Angeion regarding social media banners; respond	0.2	$875.00	$175.00
2026.07.30	Ralphs Pharmacy	AJO	Correspond with Beeta Lewis regarding Kroger pharmacy records for claim form	0.2	$875.00	$175.00
2026.07.30	Ralphs Pharmacy	AJO	Continue working on motion for attorneys' fees, costs/expenses, and for service awards and supporting declarations	1.3	$875.00	$1,137.50
2026.07.30	Ralphs Pharmacy	JIM	Email exchanges with plaintiff Lewis about purchase records	0.3	$1,400.00	$420.00
2026.07.31	Ralphs Pharmacy	AJO	Review correspondence from Geary Godfrey regarding reverse append email notice and named plaintiff emails; respond	0.2	$875.00	$175.00
2026.07.31	Ralphs Pharmacy	JIM	Telephone call with A. Obergfell to discuss draft fee application and supporting declaration	0.4	$1,400.00	$560.00
2026.07.31	Ralphs Pharmacy	RSR	(.1)	0.1	$425.00	$42.50
2026.08.03	Ralphs Pharmacy	AJO	Correspnd with Georgina regarding time and expense records for motion for attorneys' fees, costs/expenses, and for service awards	0.1	$875.00	$87.50
2026.08.03	Ralphs Pharmacy	AJO	Continue drafting J. Arisohn Certification in support of motion for attorneys' fees, costs/expenses, and for service awards	6.7	$875.00	$5,862.50
2026.08.04	Ralphs Pharmacy	AJO	Review proposed social media banners and correspond with all counsel and Angeion regarding same	0.2	$875.00	$175.00
2026.08.04	Ralphs Pharmacy	AJO	Continue drafting J. Arisohn decaration in support of motion for attorneys' fees, costs/expenses, and for service awards	6.6	$875.00	$5,775.00
2026.08.05	Ralphs Pharmacy	AJO	Continue working on J. Arisohn declaration in support of motion for attorneys' fees, costs/expenses, and for service awards	3.3	$875.00	$2,887.50
2026.08.06	Ralphs Pharmacy	AJO	Continue drafting J. Arisohn Declaration in support of motion for attorneys' fees, costs/expenses, and for service awards	3.4	$875.00	$2,975.00
2026.08.06	Ralphs Pharmacy	AJO	Telephone call with Beeta Lewis regarding pharmacy records for claim form	0.1	$875.00	$87.50
2026.08.10	Ralphs Pharmacy	AJO	Prepare correspondence to G. Godfrey at Angeion regarding notice date; review Preliminary Approval order dates; review correspondence from Angeion confirming	0.3	$875.00	$262.50
2026.08.11	Ralphs Pharmacy	AJO	Continue drafting J. Arisohn Declaration regarding motion for attorneys' fees, costs/expenses, and for service awards	2.8	$875.00	$2,450.00
2026.08.11	Ralphs Pharmacy	AJO	Review correspondence from Geary Godfrey regarding status of notice	0.1	$875.00	$87.50
2026.08.12	Ralphs Pharmacy	AJO	Continue drafting J. Arisohn Declaration regarding motion for attorneys' fees, costs/expenses, and for service awards	6.7	$875.00	$5,862.50

2026.08.12	Ralphs Pharmacy	AJO	Review correspondence from Scott Simpkins regarding motion for attorneys' fees, costs/expenses, and for service awards	0.1	$875.00	$87.50
2026.08.13	Ralphs Pharmacy	AJO	Draft Declaration of Joel Smith in support of motion for attorneys' fees, costs/expenses, and for service awards	1.2	$875.00	$1,050.00
2026.08.13	Ralphs Pharmacy	AJO	Review correspondence from Joel Smith; correspond with J. Marchese	0.2	$875.00	$175.00
2026.08.13	Ralphs Pharmacy	AJO	Continue drafting Arisohn Declaration	4.8	$875.00	$4,200.00
2026.08.14	Ralphs Pharmacy	AJO	Correspond with paralegals regarding billing records for purposes of drafting motion for attorneys' fees, costs/expenses, and for service awards	0.2	$875.00	$175.00
2026.08.14	Ralphs Pharmacy	RSR	Retrieved time entries and expense data relevant to motion for attorneys' fees, costs/expenses, and for service awards (.2)	0.2	$425.00	$85.00
2026.08.17	Ralphs Pharmacy	AJO	Correspond with paralegals regarding archiving document hosting pending final approval	0.2	$875.00	$175.00
2026.08.17	Ralphs Pharmacy	RSR	Confer with Logikcull regarding archival or ediscovery folder (.2)	0.2	$425.00	$85.00
2026.08.18	Ralphs Pharmacy	AJO	Begin drafting J. Marchese declaration in support of motion for attorneys' fees, costs/expenses, and for service awards	2.2	$875.00	$1,925.00
2026.08.18	Ralphs Pharmacy	AJO	Review Sixth Circuit status report; respond to Defendant regarding same	0.2	$875.00	$175.00
2026.08.18	Ralphs Pharmacy	AJO	Correspond with Joel Smith regarding (1) time entries for Smith Krivoshey and (2) archiving document review platform	0.2	$875.00	$175.00
2026.08.18	Ralphs Pharmacy	AJO	Correspond with Rebecca/Debbie regarding document archiving	0.3	$875.00	$262.50
2026.08.18	Ralphs Pharmacy	AJO	Continue drafting Smith Declaration in support of motion for attorneys' fees, costs/expenses, and for service awards	3.1	$875.00	$2,712.50
2026.08.18	Ralphs Pharmacy	DLS	Sent requested project number to Logikcull and requested documents to be archived	0.3	$425.00	$127.50
2026.08.18	Ralphs Pharmacy	JMF	Resolved discovery issues.	0.5	$425.00	$212.50
2026.08.18	Ralphs Pharmacy	RSR	Confer with A. Obergfell and Logikcull regarding account archival (.1)	0.1	$425.00	$42.50
2026.08.19	Ralphs Pharmacy	AJO	Continue drafting Smith Declaration regarding motion for attorneys' fees, costs/expenses, and for service awards	1.7	$875.00	$1,487.50
2026.08.19	Ralphs Pharmacy	AJO	Review correspondence from Joel Smith	0.1	$875.00	$87.50
2026.08.19	Ralphs Pharmacy	AJO	Continue drafting J. Marchese Declaration regarding motion for attorneys' fees, costs/expenses, and for service awards	1.4	$875.00	$1,225.00
2026.08.20	Ralphs Pharmacy	AJO	Continue drafting declarations in support of motion for attorneys' fees, costs/expenses, and for service awards	5.2	$875.00	$4,550.00
2026.08.20	Ralphs Pharmacy	AJO	Continue drafting J. Marchese declaration in support of motion for attorneys' fees, costs/expenses, and for service awards	1.5	$875.00	$1,312.50
2026.08.21	Ralphs Pharmacy	AJO	Continue drafting declarations in support of motion for attorneys' fees, costs/expenses, and for service awards	7.1	$875.00	$6,212.50
2026.08.21	Ralphs Pharmacy	IR	Reviewed docket filings (.2);	0.2	$600.00	$120.00
2026.08.24	Ralphs Pharmacy	AJO	Continue drafting J. Marchese Declaration in support of motion for attorneys' fees, costs/expenses, and for service awards	5.5	$875.00	$4,812.50
2026.08.25	Ralphs Pharmacy	AJO	Draft J. Marchese Declaration; Continue drafting J. Arisohn Declaration and J. Smith Declaration; Review Simpkins Declaration; Draft Lewis and Kirkbride Declarations	5.1	$875.00	$4,462.50
2026.08.26	Ralphs Pharmacy	AJO	Review inquiry from Settlement Class Member; confer with J. Marchese regarding same	0.2	$875.00	$175.00
2026.08.26	Ralphs Pharmacy	AJO	Review claim form sent to us from Settlement Class Member; confer with J. Marchese regarding the same	0.3	$875.00	$262.50
2026.08.26	Ralphs Pharmacy	AJO	Continue drafting motion for attorneys' fees, costs/expenses, and for service awards	7.6	$875.00	$6,650.00
2026.08.27	Ralphs Pharmacy	AJO	Continue drafting motion for attorneys' fees, costs/expenses, and for service awards	2.8	$875.00	$2,450.00
2026.08.27	Ralphs Pharmacy	AJO	Review claim form from settlement class member; forward to Angeion	0.2	$875.00	$175.00
2026.08.27	Ralphs Pharmacy	AJO	Telephone call with Ken Schafermeyer	0.1	$875.00	$87.50

2026.08.28	Ralphs Pharmacy	AJO	Continue drafting motion for attorneys' fees, costs/expenses, and for service awards	5.1	$875.00	$4,462.50
2026.08.28	Ralphs Pharmacy	AJO	Continue drafting J. Marchese Declaration	1.1	$875.00	$962.50
2026.08.31	Ralphs Pharmacy	AJO	Review correspondence from Settlement Class Member; correspond with J. Marchese regarding same	0.3	$875.00	$262.50
2026.08.31	Ralphs Pharmacy	AJO	Left voicemail and follow up email in response to Settlement Class Member inquiry	0.2	$875.00	$175.00
2026.08.31	Ralphs Pharmacy	AJO	Review inquiry from Settlement Class Member; confer with J. Marchese regarding same	0.2	$875.00	$175.00
2026.08.31	Ralphs Pharmacy	AJO	Continue drafting motion for attorneys' fees, costs/expenses, and for service awards and supporting declarations	4.1	$875.00	$3,587.50
2026.08.31	Ralphs Pharmacy	AJO	Follow up with Settlement Class Member regarding claim question; Left voicemail and follow up email	0.2	$875.00	$175.00
2026.08.31	Ralphs Pharmacy	JIM	Review inquiry from potential class member regarding settlement participation, and confer with A. Obergfell about same	0.2	$1,400.00	$280.00
2026.09.01	Ralphs Pharmacy	AJO	Telephone call with Settlement Class Member regarding inquiry	0.1	$875.00	$87.50
2026.09.01	Ralphs Pharmacy	AJO	Left voicemail and follow up email in response to Settlement Class Member inquiry	0.2	$875.00	$175.00
2026.09.01	Ralphs Pharmacy	AJO	Continue drafting motion for attorneys' fees, costs/expenses, and for service awards	1.4	$875.00	$1,225.00
2026.09.01	Ralphs Pharmacy	JIM	Review absent class member email to settlement administrator; review A. Obergfell's responsive email; review S. Simpkins draft declaration	0.6	$1,400.00	$840.00
2026.09.02	Ralphs Pharmacy	AJO	Review correspondence from Settlement Class Member; confer with J. Marchese regarding same	0.2	$875.00	$175.00
2026.09.02	Ralphs Pharmacy	AJO	Continue drafting Marchese Dec. in support of motion for attorneys' fees, costs/expenses, and for service awards	0.6	$875.00	$525.00
2026.09.02	Ralphs Pharmacy	AJO	Continue drafting Arisohn Dec. in support of motion for attorneys' fees, costs/expenses, and for service awards	1.0	$875.00	$875.00
2026.09.02	Ralphs Pharmacy	AJO	Continue drafting/editing Marchese Dec. in support of motion for attorneys' fees, costs/expenses, and for service awards	5.4	$875.00	$4,725.00
2026.09.02	Ralphs Pharmacy	JIM	Review and analyze email from absent class member regarding opt-out inquiry, and participate in conferences with A. Obergfell about how to address same	1.2	$1,400.00	$1,680.00
2026.09.03	Ralphs Pharmacy	AJO	Telephone call with Eric Schachter (Angeion) (x2)	0.2	$875.00	$175.00
2026.09.03	Ralphs Pharmacy	AJO	Continue drafting Arisohn Dec. in support of motion for attorneys' fees, costs/expenses, and for service awards	2.2	$875.00	$1,925.00
2026.09.03	Ralphs Pharmacy	AJO	Telephone call with J. Marchese	0.2	$875.00	$175.00
2026.09.03	Ralphs Pharmacy	AJO	Review correspondence from defense counsel; follow up call (x2)	0.3	$875.00	$262.50
2026.09.03	Ralphs Pharmacy	AJO	Left voicemail for settlement class member in response to inquiry; follow up email	0.2	$875.00	$175.00
2026.09.03	Ralphs Pharmacy	AJO	Telephone call with Settlement Class Member regarding inquiry	0.2	$875.00	$175.00
2026.09.03	Ralphs Pharmacy	AJO	Follow up email to settlement class member	0.3	$875.00	$262.50
2026.09.03	Ralphs Pharmacy	AJO	Continue drafting J. Smith Dec. regarding motion for attorneys' fees, costs/expenses, and for service awards	1.1	$875.00	$962.50
2026.09.03	Ralphs Pharmacy	JIM	Attention to answering questions from absent class member about opt-out process with input from defense counsel and settlement administrator, and confer with A. Obergfell about same; review email response to class member	0.8	$1,400.00	$1,120.00
2026.09.08	Ralphs Pharmacy	AJO	Continue drafting J. Smith declaration regarding motion for attorneys' fees, costs/expenses, and for service awards	1.2	$875.00	$1,050.00
2026.09.08	Ralphs Pharmacy	AJO	Continue drafting J. Arisohn declaration regarding motion for attorneys' fees, costs/expenses, and for service awards	2.3	$875.00	$2,012.50
2026.09.08	Ralphs Pharmacy	AJO	Continue drafting J. Marchese Declaration regarding motion for attorneys' fees, costs/expenses, and for service awards	2.9	$875.00	$2,537.50
2026.09.08	Ralphs Pharmacy	AJO	Review Simpkins Dec. and email Scott Simpkins	0.3	$875.00	$262.50

2026.09.08	Ralphs Pharmacy	AJO	Telephone call with Settlement Class Member regarding inquiry	0.2	$875.00	$175.00
2026.09.09	Ralphs Pharmacy	AJO	Review time and expense records relevant to motion for attorneys' fees, costs/expenses, and service awards	7.7	$875.00	$6,737.50
2026.09.09	Ralphs Pharmacy	RSR	Ran lodestar (.2)	0.2	$425.00	$85.00
2026.09.10	Ralphs Pharmacy	AJO	Continue review of time and expense records relevant to motion for attorneys' fees, costs/expenses, and service awards	5.9	$875.00	$5,162.50
2026.09.11	Ralphs Pharmacy	AJO	Continue review of time and expense records relevant to motion for attorneys' fees, costs/expenses, and service awards	4.1	$875.00	$3,587.50
2026.09.14	Ralphs Pharmacy	AJO	Continue review of time and expense records relevant to motion for attorneys' fees, costs/expenses, and service awards	1.9	$875.00	$1,662.50
2026.09.15	Ralphs Pharmacy	AJO	Continue review of time and expense records relevant to motion for attorneys' fees, costs/expenses, and service awards	1.3	$875.00	$1,137.50
2026.09.15	Ralphs Pharmacy	JIM	Confer with A. Obergfell about status of fee application and supporting materials	0.3	$1,400.00	$420.00
2026.09.16	Ralphs Pharmacy	AJO	Continue review of time and expense records relevant to motion for attorneys' fees, costs/expenses, and service awards	2.1	$875.00	$1,837.50
2026.09.16	Ralphs Pharmacy	JIM	support	2.5	$1,400.00	$3,500.00
2026.09.17	Ralphs Pharmacy	AJO	Edit fee petition to address edits from J. Marchese	1.2	$875.00	$1,050.00
2026.09.17	Ralphs Pharmacy	AJO	Review and analysis of time and expense records for fee motion	6.2	$875.00	$5,425.00
2026.09.17	Ralphs Pharmacy	AJO	Confer with J. Marchese regarding fee petition	0.3	$875.00	$262.50
2026.09.17	Ralphs Pharmacy	AJO	Review and analyze monthly status report to Sixth Circuit (.1); correspond with Defendant's counsel regarding same (.1)	0.2	$875.00	$175.00
2026.09.17	Ralphs Pharmacy	JIM	Confer with A. Obergfell about my suggested edits to fee briefing and documents in support	0.5	$1,400.00	$700.00
2026.09.18	Ralphs Pharmacy	AJO	Finalize Kirkbride and Lewis Declarations and arrange for sending for signature	0.3	$875.00	$262.50
2026.09.18	Ralphs Pharmacy	AJO	Review and analysis of time and expense records for fee motion	7.1	$875.00	$6,212.50
2026.09.21	Ralphs Pharmacy	AJO	Continue review of time and expense records relevant to motion for attorneys' fees, costs/expenses, and service awards	4.1	$875.00	$3,587.50
2026.09.21	Ralphs Pharmacy	AJO	Review signed declarations from Plaintiffs Kirkbride and Lewis	0.2	$875.00	$175.00
2026.09.21	Ralphs Pharmacy	JAG	Remove sig page from Kirkbride decl (.1) and follow up on Lewis decl (.1)	0.2	$375.00	$75.00
2026.09.21	Ralphs Pharmacy	JAG	Follow up on client decl for B. Lewis	0.2	$375.00	$75.00
2026.09.22	Ralphs Pharmacy	AJO	Correspond with R. Richter regarding finalizing exhibit to motion for attorneys' fees, costs/expenses and service awards	0.1	$875.00	$87.50
2026.09.22	Ralphs Pharmacy	AJO	Correspondence to Plaintiff Lewis regarding pharmacy records	0.1	$875.00	$87.50
2026.09.22	Ralphs Pharmacy	AJO	Correspond with J. Smith and J. Arisohn regarding exhibits to motion for attorneys' fees and expenses	0.1	$875.00	$87.50
2026.09.22	Ralphs Pharmacy	AJO	Telephone call with defense counsel (x2)	0.2	$875.00	$175.00
2026.09.22	Ralphs Pharmacy	AJO	Correspond with Settlement Class Member regarding inquiry	0.3	$875.00	$262.50
2026.09.22	Ralphs Pharmacy	AJO	Continue editing and drafting motion for attorneys' fees. costs/expenses, and service awards and supporting documents	6.1	$875.00	$5,337.50
2026.09.22	Ralphs Pharmacy	AJO	Correspondence to Plaintiff Lewis regarding pharmacy records	0.1	$875.00	$87.50
2026.09.22	Ralphs Pharmacy	AJO	Continue preparation of exhibits to Marchese Declaration in support of motion for attorneys' fees, costs/expenses, and service awards	1.1	$875.00	$962.50
2026.09.22	Ralphs Pharmacy	AJO	Correspond to J. Marchese regarding exhibits to motion for attorneys' fees, costs/expenses, and service awards	0.2	$875.00	$175.00
2026.09.22	Ralphs Pharmacy	AJO	Confer with J. Marchese regarding settlement class member inquiry	0.1	$875.00	$87.50

2026.09.22	Ralphs Pharmacy	JIM	Review question from absent class member about claim documentation, and confer with A. Obergfell about how to address/proceed	0.3	$1,400.00	$420.00
2026.09.22	Ralphs Pharmacy	RSR	Update lodestar for Fee Brief (.3)	0.3	$425.00	$127.50
2026.09.23	Ralphs Pharmacy	AJO	Continue drafting motion for attorneys' fees, costs, and expenses and for service awards; declarations regarding same	2.1	$875.00	$1,837.50
2026.09.23	Ralphs Pharmacy	AJO	Work on finalizing exhibits for the Marchese Declaration and Arisohn Declaration in support of motion for attorneys' fees, costs/expenses, and service awards	1.4	$875.00	$1,225.00
2026.09.23	Ralphs Pharmacy	AJO	Correspond with J. Smith regarding exhibits to Smith Declaration	0.2	$875.00	$175.00
2026.09.23	Ralphs Pharmacy	JAG	Edit Lewis decl	0.1	$375.00	$37.50
2026.09.23	Ralphs Pharmacy	RSR	Prepared exhibits for Fee Brief (.5)	0.5	$425.00	$212.50
2026.09.24	Ralphs Pharmacy	AJO	Telephone call with Plaintiff Kirkbride regarding claim form; review prescription records; submit claim form	0.5	$875.00	$437.50
2026.09.24	Ralphs Pharmacy	AJO	Telephone call with Eric Schachter	0.1	$875.00	$87.50
2026.09.24	Ralphs Pharmacy	AJO	Review correspondence from Defendant's counsel	0.1	$875.00	$87.50
2026.09.24	Ralphs Pharmacy	AJO	Work on finalizing exhibits for the Marchese Declaration and Arisohn Declaration in support of motion for attorneys' fees, costs/expenses, and service awards	0.2	$875.00	$175.00
2026.09.24	Ralphs Pharmacy	AJO	Telephone call with Plaintiff Lewis regarding claim form; review prescription records	0.4	$875.00	$350.00
2026.09.24	Ralphs Pharmacy	AJO	Correspondence with Beeta Lewis regarding declaration	0.2	$875.00	$175.00
2026.09.25	Ralphs Pharmacy	AJO	Submit claim for Plaintiff Lewis; correspond with Plaintiff Lewis regarding the same	0.3	$875.00	$262.50
2026.09.25	Ralphs Pharmacy	AJO	Review lodestar report from J. Smith regarding motion for attorneys' fees, costs/expenses, and service awards	0.1	$875.00	$87.50
2026.09.25	Ralphs Pharmacy	RSR	Prepared Krivoshey Exhibits for Fee Brief (.2)	0.2	$425.00	$85.00
2026.09.28	Ralphs Pharmacy	AJO	Correspond with Rebecca Michie regarding exhibits to motion for attorneys' fees, costs/expenses, and service awards	0.1	$875.00	$87.50
2026.09.28	Ralphs Pharmacy	AJO	Review monthly status report from claims administrator	0.1	$875.00	$87.50

EXHIBIT C

Bursor & Fisher, P.A. - Ralphs Pharmacy Expenses				
		$34,112.50		Mediation Fees
		$480,421.26		Expert Fees
		$10,623.27		eDiscovery & Document Review Fees
		$791.90		Research Fees
		$185.00		Service of Process Expenses
		$27,306.08		Transcript Fees
		$34,983.72		Postage, Delivery & Legal Supply Expenses
		-$51,280.92		Litigation Reimbursements
		$976.26		Catering & Meal Expenses
		$18,757.76		Postage & Delivery Expenses
		$556,876.83		**Total Expenses**
Mediation Fees				
DATE	**MATTER**	**AMOUNT**		**DESCRIPTION**
2025.06.11	Ralphs Pharmacy	$25,000.00		Phillips ADR Enterprises, P.C.
2025.10.16	Ralphs Pharmacy	$4,500.00		Phillips ADR Enterprises, P.C.
2025.11.24	Ralphs Pharmacy	$2,587.50		Phillips ADR Enterprises, P.C.
2025.12.29	Ralphs Pharmacy	$2,025.00		Phillips ADR Enterprises, P.C.
		$34,112.50		**Total Mediation Fees**
Expert & Professional Fees				
DATE	**MATTER**	**AMOUNT**		**DESCRIPTION**
2021.05.14	Ralphs Pharmacy	$5,475.00		Majeroni Managed Care Consulting, LLC
2022.09.15	Ralphs Pharmacy	$10,000.00		Pharmacy Administration Consultants, LLC
2022.10.03	Ralphs Pharmacy	$875.00		Economics and Technology, Inc.
2022.10.03	Ralphs Pharmacy	$1,920.00		Pharmacy Administration Consultants, LLC
2022.11.07	Ralphs Pharmacy	$840.00		Pharmacy Administration Consultants, LLC
2022.12.05	Ralphs Pharmacy	$700.00		Economics and Technology, Inc.
2022.12.05	Ralphs Pharmacy	$160.00		Pharmacy Administration Consultants, LLC
2023.05.16	Ralphs Pharmacy	$14,775.00		Economics and Technology, Inc.
2023.06.09	Ralphs Pharmacy	$4,262.50		Economics and Technology, Inc.
2024.01.11	Ralphs Pharmacy	$14,325.00		Economics and Technology, Inc.
2024.02.09	Ralphs Pharmacy	$8,212.50		Economics and Technology, Inc.
2024.02.19	Ralphs Pharmacy	$27,112.50		Economics and Technology, Inc.
2024.02.19	Ralphs Pharmacy	$56,890.00		Pharmacy Administration Consultants, LLC
2024.02.27	Ralphs Pharmacy	$16,400.00		Pharmacy Administration Consultants, LLC
2024.04.02	Ralphs Pharmacy	$480.00		Pharmacy Administration Consultants, LLC
2024.04.02	Ralphs Pharmacy	$2,812.50		Economics and Technology, Inc.
2024.05.03	Ralphs Pharmacy	$14,240.00		Pharmacy Administration Consultants, LLC
2024.05.30	Ralphs Pharmacy	$2,587.50		Economics and Technology, Inc.
2024.06.13	Ralphs Pharmacy	$12,937.50		Economics and Technology, Inc.
2024.06.14	Ralphs Pharmacy	$2,160.00		Pharmacy Administration Consultants, LLC
2024.07.03	Ralphs Pharmacy	$13,612.50		Economics and Technology, Inc.
2024.07.12	Ralphs Pharmacy	$26,160.00		Pharmacy Administration Consultants, LLC
2024.07.12	Ralphs Pharmacy	$500.00		Pharmacy Investigators and Consultants
2024.08.06	Ralphs Pharmacy	$56,400.00		Pharmacy Administration Consultants, LLC
2024.08.06	Ralphs Pharmacy	$17,250.00		Economics and Technology, Inc.

2024.12.18	Ralphs Pharmacy	$675.00		Economics and Technology, Inc.
2025.02.19	Ralphs Pharmacy	$500.00		Pharmacy Investigators and Consultants
2025.03.04	Ralphs Pharmacy	$8,350.00		Economics and Technology, Inc.
2025.04.02	Ralphs Pharmacy	$67,440.43		Economics and Technology, Inc.
2025.05.01	Ralphs Pharmacy	$23,605.09		Pharmacy Investigators and Consultants
2025.05.01	Ralphs Pharmacy	$51,388.24		Pharmacy Administration Consultants, LLC
2025.08.04	Ralphs Pharmacy	$4,275.00		Economics and Technology, Inc.
2025.09.19	Ralphs Pharmacy	$13,100.00		Economics and Technology, Inc.
		$480,421.26		**Total Expert Fees**
eDiscovery & Doc Review Fees				
DATE	**MATTER**	**AMOUNT**		**DESCRIPTION**
2023.06.08	Ralphs Pharmacy	$76.32		JND eDiscovery LLC
2023.01.05	Ralphs Pharmacy	$250.00		Logikcull
2023.02.03	Ralphs Pharmacy	$250.00		Logikcull
2023.03.06	Ralphs Pharmacy	$250.01		Logikcull
2023.04.07	Ralphs Pharmacy	$270.44		Logikcull
2023.05.05	Ralphs Pharmacy	$250.00		Logikcull
2023.06.06	Ralphs Pharmacy	$250.00		Logikcull
2023.07.06	Ralphs Pharmacy	$250.00		Logikcull
2023.08.04	Ralphs Pharmacy	$250.00		Logikcull
2023.09.07	Ralphs Pharmacy	$250.00		Logikcull
2023.10.05	Ralphs Pharmacy	$250.00		Logikcull
2023.11.10	Ralphs Pharmacy	$250.00		Logikcull
2023.12.13	Ralphs Pharmacy	$269.25		Logikcull
2024.01.12	Ralphs Pharmacy	$251.00		Logikcull
2024.02.06	Ralphs Pharmacy	$252.25		Logikcull
2024.03.07	Ralphs Pharmacy	$250.00		Logikcull
2024.04.08	Ralphs Pharmacy	$250.00		Logikcull
2024.05.24	Ralphs Pharmacy	$250.25		Logikcull
2024.06.14	Ralphs Pharmacy	$253.75		Logikcull
2024.07.11	Ralphs Pharmacy	$250.00		Logikcull
2024.08.12	Ralphs Pharmacy	$250.00		Logikcull
2024.09.11	Ralphs Pharmacy	$250.00		Logikcull
2024.10.04	Ralphs Pharmacy	$250.00		Logikcull
2024.11.07	Ralphs Pharmacy	$250.00		Logikcull
2024.12.11	Ralphs Pharmacy	$250.00		Logikcull
2025.01.13	Ralphs Pharmacy	$250.00		Logikcull
2025.02.19	Ralphs Pharmacy	$250.00		Logikcull
2025.03.18	Ralphs Pharmacy	$250.00		Logikcull
2025.04.08	Ralphs Pharmacy	$250.00		Logikcull
2025.05.06	Ralphs Pharmacy	$250.00		Logikcull
2025.06.09	Ralphs Pharmacy	$250.00		Logikcull
2025.07.08	Ralphs Pharmacy	$250.00		Logikcull
2025.08.06	Ralphs Pharmacy	$250.00		Logikcull
2025.09.10	Ralphs Pharmacy	$250.00		Logikcull
2025.10.07	Ralphs Pharmacy	$250.00		Logikcull
2025.11.10	Ralphs Pharmacy	$250.00		Logikcull
2025.12.04	Ralphs Pharmacy	$250.00		Logikcull
2026.01.07	Ralphs Pharmacy	$250.00		Logikcull

2026.02.04	Ralphs Pharmacy	$250.00		Logikcull
2026.03.04	Ralphs Pharmacy	$250.00		Logikcull
2026.04.08	Ralphs Pharmacy	$250.00		Logikcull
2026.05.07	Ralphs Pharmacy	$250.00		Logikcull
2026.06.05	Ralphs Pharmacy	$250.00		Logikcull
		$10,623.27		**Total Research Fees**
Research Fees				
DATE	**MATTER**	**AMOUNT**		**DESCRIPTION**
2023.02.06	Ralphs Pharmacy	$237.60		PACER
2023.09.07	Ralphs Pharmacy	$90.00		Express Scripts, Inc.
2023.05.05	Ralphs Pharmacy	$166.00		PACER
2023.08.07	Ralphs Pharmacy	$234.00		PACER
2023.11.07	Ralphs Pharmacy	$21.60		PACER
2024.01.15	Ralphs Pharmacy	$4.10		PACER
2024.06.10	Ralphs Pharmacy	$0.80		PACER
2024.07.12	Ralphs Pharmacy	$4.60		PACER
2025.07.09	Ralphs Pharmacy	$23.00		PACER
2025.10.14	Ralphs Pharmacy	$10.20		PACER
		$791.90		**Total Research Fees**
Service of Process Expenses				
DATE	**MATTER**	**AMOUNT**		**DESCRIPTION**
2023.10.20	Ralphs Pharmacy	$185.00		First Legal Network Insurance Services LLC
		$185.00		**Total Service of Process Expenses**
Transcript Fees				
DATE	**MATTER**	**AMOUNT**		**DESCRIPTION**
2024.01.12	Ralphs Pharmacy	$3,375.80		Veritext
2024.02.12	Ralphs Pharmacy	$1,928.00		Veritext
2024.02.12	Ralphs Pharmacy	$3,907.78		Veritext
2024.05.01	Ralphs Pharmacy	$4,214.85		Veritext
2024.07.04	Ralphs Pharmacy	$2,772.15		Veritext
2024.07.24	Ralphs Pharmacy	$4,165.95		Veritext
2024.08.05	Ralphs Pharmacy	$2,185.00		Veritext
2024.08.08	Ralphs Pharmacy	$1,329.00		Veritext
2025.04.01	Ralphs Pharmacy	$262.45		Pamela Batalo Hebel
2025.04.03	Ralphs Pharmacy	$2,810.10		Shawna J Evans
2026.03.16	Ralphs Pharmacy	$355.00		Kristin M Ashenhurst
		$27,306.08		**Total Transcript Fees**
Postage, Delivery & Legal Supply Expenses				
DATE	**MATTER**	**AMOUNT**		**DESCRIPTION**
2023.04.24	Ralphs Pharmacy	$53.50		FedEx
2023.04.28	Ralphs Pharmacy	$26.75		FedEx
2025.03.11	Ralphs Pharmacy	$755.03		LegalSupply
2025.03.13	Ralphs Pharmacy	$1,215.31		Autograph

2025.03.14	Ralphs Pharmacy	$789.87		Staples
2025.03.14	Ralphs Pharmacy	$30,785.45		FedEx
2025.03.24	Ralphs Pharmacy	$920.29		Autograph
2025.03.24	Ralphs Pharmacy	$103.38		Autograph
2026.06.09	Ralphs Pharmacy	$334.14		Autograph
		$34,983.72		**Total Postage, Delivery & Legal Supply Expenses**
Litigation Reimbursements				
DATE	**MATTER**	**AMOUNT**		**DESCRIPTION**
2025.05.05	Ralphs Pharmacy	-$21,367.05		Smith Krivoshey, PC
2025.05.08	Ralphs Pharmacy	-$29,913.87		Arisohn LLC
		-$51,280.92		**Total Litigation Reimbursements**
Catering & Meal Expenses				
DATE	**MATTER**	**AMOUNT**		**DESCRIPTION**
2023.11.06	Ralphs Pharmacy	$42.00		Taste of Belgium
2024.01.16	Ralphs Pharmacy	$17.21		Aracri Pizzeria
2024.01.16	Ralphs Pharmacy	$17.55		Poke Bunny
2024.01.26	Ralphs Pharmacy	$7.42		Einstein Bros Bagels
2024.01.26	Ralphs Pharmacy	$19.20		Subway
2025.03.18	Ralphs Pharmacy	$13.72		Downtown Convenience
2025.03.18	Ralphs Pharmacy	$39.40		Garden State Diner
2025.03.18	Ralphs Pharmacy	$10.50		McDonald's
2025.03.19	Ralphs Pharmacy	$31.73		Matt's Bakery
2025.03.19	Ralphs Pharmacy	$4.62		Starbucks
2025.03.19	Ralphs Pharmacy	$27.08		Uber Eats
2025.03.19	Ralphs Pharmacy	$182.11		Lindey's
2025.03.20	Ralphs Pharmacy	$4.74		Starbucks
2025.03.20	Ralphs Pharmacy	$4.62		Starbucks
2025.03.20	Ralphs Pharmacy	$19.80		Starbucks
2025.03.20	Ralphs Pharmacy	$74.30		Subway
2025.03.21	Ralphs Pharmacy	$3.95		Starbucks
2025.03.21	Ralphs Pharmacy	$4.62		Starbucks
2025.03.21	Ralphs Pharmacy	$54.65		Uber Eats
2025.03.21	Ralphs Pharmacy	$63.88		Einstein Bros.
2025.03.21	Ralphs Pharmacy	$119.02		Ray Rays Hog Pit
2025.03.21	Ralphs Pharmacy	$9.60		Starbucks
2025.03.24	Ralphs Pharmacy	$10.99		Bob Evans Express
2025.03.24	Ralphs Pharmacy	$3.95		Starbucks
2025.03.24	Ralphs Pharmacy	$14.79		Land-Grant
2025.03.24	Ralphs Pharmacy	$3.25		Starbucks
2025.03.24	Ralphs Pharmacy	$72.28		Freedom a la Cart
2025.03.24	Ralphs Pharmacy	$25.54		Land-Grant
2026.06.08	Ralphs Pharmacy	$41.18		Palm Restaurant
2026.06.08	Ralphs Pharmacy	$27.46		Proof
2026.06.09	Ralphs Pharmacy	$5.10		Starbucks
		$976.26		**Total Catering & Meal Expenses**

Travel & Lodging Expenses				
DATE	**MATTER**	**AMOUNT**		**DESCRIPTION**
2023.11.06	Ralphs Pharmacy	$3.48		Delaware North
2023.11.06	Ralphs Pharmacy	$70.00		Sure Transport LLC
2023.11.06	Ralphs Pharmacy	$10.00		Wifi on Board
2023.11.07	Ralphs Pharmacy	$82.00		Logan Parking
2023.11.13	Ralphs Pharmacy	$628.75		InterContinental
2023.12.26	Ralphs Pharmacy	$149.40		Uber Trip
2023.12.26	Ralphs Pharmacy	$586.33		Renaissance Hotels
2023.12.29	Ralphs Pharmacy	$119.64		Uber Trip
2024.01.02	Ralphs Pharmacy	$278.90		Delta
2024.01.02	Ralphs Pharmacy	$723.89		United Airlines
2024.01.03	Ralphs Pharmacy	$236.50		Xpress Elite Chauffeurs
2024.01.09	Ralphs Pharmacy	$1,018.20		Delta
2024.01.16	Ralphs Pharmacy	$33.16		Shamrock Taxi
2024.01.18	Ralphs Pharmacy	$32.05		Cab Service
2024.01.18	Ralphs Pharmacy	$128.00		Logan Parking
2024.01.18	Ralphs Pharmacy	$6.45		Renaissance Hotels
2024.01.25	Ralphs Pharmacy	$18.16		Live By Loews - Arlington
2024.01.25	Ralphs Pharmacy	$16.78		Live By Loews - Arlington
2024.01.25	Ralphs Pharmacy	$70.93		Uber Trip
2024.01.26	Ralphs Pharmacy	$391.03		Live By Loews - Arlington
2024.01.26	Ralphs Pharmacy	$37.48		Uber Trip
2024.01.26	Ralphs Pharmacy	$29.91		Uber Trip
2024.01.29	Ralphs Pharmacy	$55.92		Uber Trip
2024.02.29	Ralphs Pharmacy	$284.25		The Logan
2024.05.31	Ralphs Pharmacy	$48.90		Uber Trip
2024.05.31	Ralphs Pharmacy	$39.89		Uber Trip
2024.06.03	Ralphs Pharmacy	$590.00		Amtrak
2024.06.10	Ralphs Pharmacy	$61.70		Uber Trip
2024.06.11	Ralphs Pharmacy	$11.94		Uber Trip
2024.06.13	Ralphs Pharmacy	$43.00		Uber Trip
2024.06.19	Ralphs Pharmacy	$93.96		Uber Trip
2024.06.24	Ralphs Pharmacy	$77.66		Curb SVC
2024.10.11	Ralphs Pharmacy	$453.94		Delta
2024.10.28	Ralphs Pharmacy	$43.90		Uber Trip
2024.10.28	Ralphs Pharmacy	$15.93		Uber Trip
2024.10.28	Ralphs Pharmacy	$15.93		Uber Trip
2024.11.04	Ralphs Pharmacy	$38.97		Uber Trip
2025.03.04	Ralphs Pharmacy	$122.27		Allianz Travel
2025.03.04	Ralphs Pharmacy	$66.60		Allianz Travel
2025.03.04	Ralphs Pharmacy	$32.42		Allianz Travel
2025.03.04	Ralphs Pharmacy	$512.28		American Airlines
2025.03.04	Ralphs Pharmacy	$301.30		American Airlines
2025.03.04	Ralphs Pharmacy	$512.28		American Airlines
2025.03.04	Ralphs Pharmacy	$57.86		Travel Guard
2025.03.05	Ralphs Pharmacy	$858.49		United Airlines
2025.03.05	Ralphs Pharmacy	$78.76		Uber Trip
2025.03.12	Ralphs Pharmacy	$77.78		Allianz Travel
2025.03.14	Ralphs Pharmacy	$25.62		Uber Trip

2025.03.14	Ralphs Pharmacy	$50.00		Uber Trip
2025.03.17	Ralphs Pharmacy	$79.23		Allianz Travel
2025.03.17	Ralphs Pharmacy	$719.97		Delta
2025.03.17	Ralphs Pharmacy	$18.93		Uber Trip
2025.03.17	Ralphs Pharmacy	$64.00		Uber Trip
2025.03.17	Ralphs Pharmacy	$52.64		Uber Trip
2025.03.18	Ralphs Pharmacy	$100.81		Uber Trip
2025.03.18	Ralphs Pharmacy	$18.15		Uber Trip
2025.03.18	Ralphs Pharmacy	$38.16		Uber Trip
2025.03.18	Ralphs Pharmacy	$34.02		GT Taxi
2025.03.18	Ralphs Pharmacy	$37.65		AIG CAB
2025.03.18	Ralphs Pharmacy	$4.00		American Airlines
2025.03.18	Ralphs Pharmacy	$14.79		Uber Trip
2025.03.18	Ralphs Pharmacy	$11.41		Uber Trip
2025.03.18	Ralphs Pharmacy	$102.11		Uber Trip
2025.03.18	Ralphs Pharmacy	$23.74		Uber Trip
2025.03.18	Ralphs Pharmacy	$20.46		Uber Trip
2025.03.19	Ralphs Pharmacy	$18.96		Uber Trip
2025.03.19	Ralphs Pharmacy	$59.03		Uber Trip
2025.03.19	Ralphs Pharmacy	$19.95		Uber Trip
2025.03.19	Ralphs Pharmacy	$15.50		Uber Trip
2025.03.19	Ralphs Pharmacy	$12.22		Uber Trip
2025.03.20	Ralphs Pharmacy	$27.35		Bird.co
2025.03.20	Ralphs Pharmacy	$15.50		Uber Trip
2025.03.21	Ralphs Pharmacy	$9.90		Uber Trip
2025.03.21	Ralphs Pharmacy	$23.53		Uber Trip
2025.03.24	Ralphs Pharmacy	$1,248.75		Autograph
2025.03.24	Ralphs Pharmacy	$6.45		Autograph
2025.03.24	Ralphs Pharmacy	$11.18		Columbus Airport
2025.03.24	Ralphs Pharmacy	$11.08		Columbus Airport
2025.03.24	Ralphs Pharmacy	$131.27		Uber Trip
2025.03.24	Ralphs Pharmacy	$351.33		Autograph
2025.03.24	Ralphs Pharmacy	$1,089.24		Autograph
2025.03.24	Ralphs Pharmacy	$30.95		Uber Trip
2025.03.24	Ralphs Pharmacy	$1,111.57		Autograph
2025.03.24	Ralphs Pharmacy	$280.83		Autograph
2025.03.24	Ralphs Pharmacy	$168.56		Uber
2025.03.24	Ralphs Pharmacy	$53.52		Uber Trip
2025.07.17	Ralphs Pharmacy	$60.94		Uber Trip
2025.07.21	Ralphs Pharmacy	$5.00		Uber Trip
2025.07.21	Ralphs Pharmacy	$19.90		Uber Trip
2026.03.16	Ralphs Pharmacy	$93.95		Uber Trip
2026.05.29	Ralphs Pharmacy	$241.40		Delta
2026.06.01	Ralphs Pharmacy	$1,576.80		Delta
2026.06.02	Ralphs Pharmacy	$607.40		Delta
2026.06.03	Ralphs Pharmacy	$26.86		United Airlines
2026.06.03	Ralphs Pharmacy	$507.40		United Airlines
2026.06.08	Ralphs Pharmacy	$57.95		Uber Trip
2026.06.09	Ralphs Pharmacy	$106.00		Curb SVC
2026.06.09	Ralphs Pharmacy	$27.95		Uber Trip
2026.06.09	Ralphs Pharmacy	$25.95		Uber Trip

2026.06.10	Ralphs Pharmacy	$120.93		Uber Trip
		$18,757.76		**Total Travel & Lodging Expenses**

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Case 2:21-cv-00022-DRC-SCS Doc #: 167-1 Filed: 10/06/26 Page: 207 of 272 PAGEID #: 8116

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ANALYSIS

Senior Partners Approach $3,000 an Hour, As More Billing Rate Hikes

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About 16 Am Law 50 firms have third-year associates with rates over $1,000, but Valeo Partners project around half of the Am Law 50 to have rates of over $1,000 for this group of lawyers by 2025.

September 24, 2024 at 04:19 PM

5 minute read

By Mimi Lamarre

By Andrew Maloney
Editorial

What You Need to Know

- More big firms are going to approach hourly rates of $3,000 for partners and $1,000 for associates, according to new data from Valeo Partners.
- Am Law 25 to 30 firms will have standard rate increases of 10% to 13% in the new year, per the data.
- An increase in M&A activity, fierce competition for lateral partners and firm mergers are helping to push up rates, observers say.

Some Am Law 50 firms will increase billing rates substantially in 2025, with expectations that some senior partners will approach $3,000 an hour and more associates will bill over $1,000 an hour.

More demand in M&A and transactional practices, as well as law firm mergers and increasing demand to pay top-performing talent, are pushing billing rates higher, some observers say.

According to data from Valeo Partners, which analyzes public disclosure documents to discern upcoming rate changes, senior partners at "a few

firms" will have standard rates approaching $3,000, and a few might exceed that marker.

Valeo Partners declined to name the firms. However, some recent bankruptcy fee packages reveal some firms are close to the $3,000 mark already. Wilson Sonsini Goodrich Rosati billed $2,720 an hour this year for top partners in the Rite-Aid bankruptcy. McDermott Will & Emery was charging top partners out at $2,590 hourly at the end of 2023 in the Mountain Express Oil Co. bankruptcy.

More firms will reveal their 2025 rate increases in bankruptcy court toward the end of the year.

In the Am Law 25 to 30 as a whole, Chuck Chandler, the CEO of Valeo Partners, projected that in 2025, there will be standard rate increases of about 10% to 13%.

The expected rate hikes represent an increase from 2023, when a cohort of 10 Am Law 50 firms announced rate increases of between 8% and 10% in bankruptcy court filings. The same group of firms raised rates between 10% and 15% in early 2023.

Standard billing rates are expected to increase in the Am Law 50 to $2,100 for senior partners and $1,900 for partners, per the Valeo data.

Rate increases are projected to be highest amongst senior partners, or those who have 25 years or more since their law school graduations, according to Chandler. Nine of the Am Law 50 firms currently have senior partner standard hourly rates of around $2,400 to $2,875, while 17 will be in that range by 2025, he said.

At the same time, discounts are not expected to increase, but, instead, will stay steady at around 12% to 13%, according to Valeo.

For associates, rate increases will be more notable among third-years. Currently, 16 of the Am Law 50 firms have third-year associates with rates

over $1,000, but Valeo projects around half of the Am Law 50 to have rates of over $1,000 amongst this group by 2025.

Billing rates for first-year associates are approaching $1,000 at a handful of firms, with Paul, Weiss, Rifkind, Wharton & Garrison charging a minimum of $895 for associates in 2024, bankruptcy records show. Sullivan & Cromwell charges nearly as much—$850 hourly—for first-years.

Sullivan & Cromwell and Paul Weiss also have among the top rates for senior associates, with associates maxing out at $1,575 at Sullivan & Cromwell and $1,560 at Paul Weiss.

Some of the rate increases won't even wait until 2024 — they are happening next month. Two large law firms in the Am Law 30, along with four other firms in the Am Law 200, will change their firm-wide hourly rates effective October 1, 2024, Chandler said, again declining to name which ones.

Overall, rate hikes will be most dependent "on what happens with M&A, because that's going to be a huge driver" of rate increases, said Chandler in an interview.

A spate of law firm mergers could also contribute to rate increases into next year, he said. As it stands, more law firm mergers, both domestically and across borders, are expected into 2025, as firms compete harder than ever to scale.

Along similar lines, the cost of talent is also driving the billing rates calculus, as Big Law firms have zeroed in on high-profile, money-making lateral partners in 2024. Jennifer McIver, director of legal operations/industry insights for ELM Solutions and author of a report this month about law firm rate increases, noted the projected rates for partners and associates are not a surprise because of the cost now to retain and attract talent.

"In order to keep that profit margin you're going to have to have that retention [of talent], and the more people are willing to pay for it, the law firms are going to push for that," she said.

She said whether that trend breaks depends, at least in part, on whether corporate legal departments begin moving even more work to lower-cost firms or ask their firms to cap things like the rates they can charge for their associates' time. "So, it comes down to that push and pull," she said.

2024 Rate Growth

Firms are building off their rate hikes in the last year. According to Wells Fargo Legal Specialty Group's survey data, average standard rates rose by 8.8% year-over-year in the first half of 2024.

Rate growth continues to be the primary contributor to revenue growth, the bank said in August.

The report this month from Wolters Kluwer ELM Solutions also noted the median billing rate increase across the industry last year jumped from 1.9% to 4.0%, and that halfway through 2024, high-priced practices like finance and securities, real estate and corporate had notched mean rate increases of over 8%. The bankruptcy and collections practice area is trending with the highest increase, with a 2024 year-to-date mean rate increase of 10.4%, according to the report.

While there are "early signs" the pace of billing rate hikes writ-large may slow due to more active client pushback and transactional uncertainty, according to another report last week, firms may also become even more reliant on those rates to maintain profitability in the event of an economic slowdown.

Dan Roe contributed to this report.

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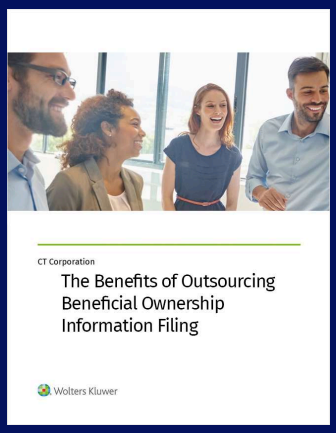
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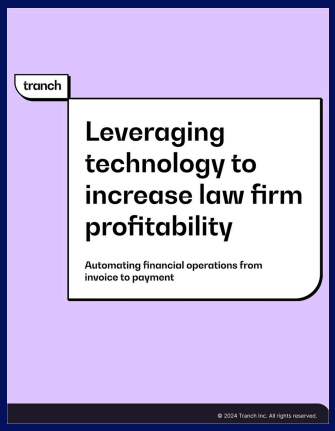
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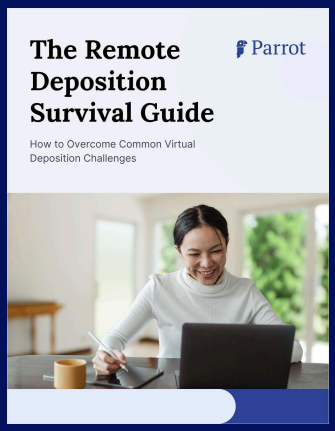
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LEGAL DIVE

BigLaw partners hand over work to keep costs down, analysis shows

The bigger the firm, the smaller the percentage of partner work in the blended hourly rate, a review by Brightflag and Priori says.

Published Oct. 22, 2024



Robert Freedman
Lead Editor

Partners in big law firms appear to do less work on matters to help keep costs down. *insta_photos via Getty Images*

Top law firms appear to be sensitive to corporate clients' price concerns, a review of billing rates shows.

Just under 35% of the blended hourly rate charged by the biggest firms in the United States was for work done by partners, compared to about 44% for firms at the smaller end of Am Law 100 firms, according to an analysis of 2023-2024 law firm rates by e-billing and matter management company Brightflag and legal outsourcing company Priori.

That difference in partner work suggests the biggest firms are having associates and other lower fee-earners like paralegals do a larger percentage of the work to help keep rates down. "This [split] likely reflects the sensitivity of in-house teams that engage the top 50 firms to their high partner rates, which can be twice as high as the rates charged by partners in the bottom 50 firms," the analysis says.

For the typical matter, the percentage of work done by a partner in an Am Law 25 firm is 34.64%, compared to 35.85% at an Am Law 50 firm.

That percentage tends to go up as the size of the firm goes down because the smaller the firm, the less per-hour that partners charge for their work. For an Am Law 75 firm, the partner's work share is 39.16%, compared to 43.60% for an Am Law 100 firm.

That's an almost 9 percentage point difference between the top and bottom rungs of the Am Law 100.

For companies that want to gain some control over their outside counsel spend, one strategy is to negotiate with their firms over what the mix in the blended rate should look like.

"It is particularly impactful to monitor the proportion of time partners bill on matters compared to other fee earners, since partners charge so much more than other fee earners," the analysis says.

Increasing costs

In-house counsel have reason to find ways to get their legal costs down because billing rates of the Am Law 100 firms jumped by 10% between 2023 and 2024, to a typical blended hourly rate of $1,057, up from $961. That's the most significant annual increase in three years, the report says.

In addition to size, the location of the firm determines how much corporate clients pay. New York law firms, for example, are by far the most expensive, with partners charging a typical $1,525 per hour compared to partners in a regional firm, like one in Kansas City, where partners typically charge $675, a difference of $835 an hour.

The specialty work of the firm is also a price factor. Mergers and acquisitions tend to command the highest costs — $1,680 per hour per partner for an Am Law 25 firm.

Other types of work are expensive, too. For the biggest firms, partners charge a typical hourly rate of $1,565 for corporate work, $1,485 for litigation and $1,125 for intellectual property work.

By getting a handle on how much they're paying for each type of work and by whom the work is being done, corporate counsel can come to a negotiation armed with data, the report says.

"In-house teams can have strategic conversations with their law firms about acceptable rate increases, and can also create an engagement strategy that generates cost efficiencies," the report says. "You don't have to accept blanket rate increases. Have … discussions with your firms if the proposed rate increases seem excessive — especially if you have the data to back it up."

EXHIBIT F

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Elite Law Firm Billing Rates Continue To Outpace Economy

By **Tracey Read**

Law360 (October 9, 2025, 4:41 PM EDT) -- Top law firms commanded sizable increases in billing rates this year, continuing a multiyear trend that legal technology leaders warn may be out of step with today's market and competitive landscape.

The blended hourly rate for the top 100 law firms in the United States rose by 8.3% in the first six months of 2025, reaching $1,145 per hour, according to e-billing and matter management platform Brightflag's report released Thursday.

That increase is lower than the same period of 2024's **record-setting 10% jump**, but remains nearly double the 4.3% growth from the first half of 2023. The report was compiled with Brightflag's database of legal spending and analyzed billed rates from Jan. 1 through June 30.

Even as inflation moderates, firms continue to push through rate increases at levels that outpace broader economic conditions, report authors Michael Dineen, Brightflag's vice president of data science and Sarah Scales, head of the company's product marketing, said. But they and other industry leaders say artificial intelligence, alternative legal service providers and broader economic factors could put the brakes on that upward trend in the near future.

Top 25 Firms Now Charging $1,635 per Hour

In 2025, partners at the top 25 firms charged an average of $1,635 per hour, nearly double the $845 average at firms ranked 76 to 100. Meanwhile, associates at top 25 firms billed $1,065 an hour — more than partners at the smallest firms.



Note: Ranking based on revenue.

Source: Brightflag • Created with Datawrapper

Firm ranking remains one of the strongest predictors of hourly rates, according to Brightflag. For instance, in 2025, partners at the top 25 firms charged an average of $1,635 per hour, nearly double the $845 average at firms ranked 76 to 100. And associates at top 25 firms billed $1,065 per hour, earning more than some partners at the bottom half of the top 100.

Howard Rosenberg, partner and head of talent intelligence and acquisitions at legal growth advisory firm Baretz & Brunelle LLC, said he wasn't surprised by the data, which highlighted the premium commanded by top-ranked firms.

"The global elite practices - the top 15 law firms – are pulling away faster from the pack of the other law firms," Rosenberg told Law360 Pulse in an interview. "The gap between that elite firm tier and the next tier is substantial."

Brightflag noted that in-house teams can help reduce their costs by using alternative legal service providers and artificial intelligence tools for repeatable work like document review.

Legal tech company Priori is already seeing legal departments get more sophisticated about law firm pricing and outside counsel management, through request for proposals, rate benchmarking, usage of ALSPs, value-based pricing and more, Basha Rubin, CEO and co-founder of Priori told Law360.

"At some point, the current model won't be sustainable, but the Brightflag data makes clear that the breaking point wasn't in 2025," Rubin said.

Rubin noted that the 8.3% increase in law firm rates continues a yearslong trend where "law firms continue to raise prices at a pace that doesn't reflect what's happening inside corporations."

Another key rate driver was based on practice area. The highest rates in 2025 went to merger and acquisition attorneys, followed by corporate and litigation lawyers.

M&A partners at top-25 firms billed $1,843 per hour, a 9.7% increase from 2024, followed by corporate partners at $1,692 per hour, up 8.1% year-over-year. Litigation rates averaged $1,594 at top-25 firms and $1,360 at firms ranked 26 to 50, while partners in lower tiers billed under $1,000, according to Brightflag.

Geography also affected rates, even within the same firm. New York remains the most expensive market, with partners billing $1,795 per hour, followed by Chicago ($1,697) and Los Angeles ($1,601), the report noted. Washington, D.C. partners at the top 100 firms billed an average of $1,354. In Boston, that number fell to $1,347 an hour, with San Francisco at $1,328, and Baltimore at $1,242.

Meanwhile, partners in Kansas City, Missouri, billed at less than half the New York rate, at $790. In Seattle, the average for partners in the top 100 was $1,175 and Atlanta at $953 an hour, according to the report.

For the first time, the report also examined AI's impact on law firm rates.

AI tools that support research, drafting and revision—tasks traditionally done by junior associates—are already reducing the number of human hours required to complete legal tasks. On the surface, these trends may suggest cost savings for the legal department. But in reality, rates could climb even higher despite — or because of — technology.

"To maintain revenue, firms will likely adjust their pricing to offset reduced billable hours," Dineen and Scales noted. "After all, the value of resolving a matter remains unchanged—or may even increase—when AI enables faster, higher-quality, and more consistent outcomes. To capture that value, firms are expected to raise hourly rates and other commercial models to maintain or improve on their current margins."

Rubin of Priori expects that as AI transforms the practice of law, pressure from corporate buyers will mount to not only right-size rates but to move from billing for time to billing for value.

Rosenberg agreed.

"Between the technology costs and the talent costs, people have to raise the rates. It's a business," he said. "These are pretty sophisticated businesses, and they have to charge for delivering the advice. I think clients expect a lower rate, and outside the [top] 100, that's probably going to happen."

But for the most elite firms, Rosenberg said he expects even higher rate increases next year and beyond.

"These are definitely robust businesses that are going to have to navigate that to their clients," he said. "Not everyone's going to win at this game, but it's all interrelated with talent. You're seeing the talent wars play out as people increase their rates. This is almost like an arms race, between increasing rates and trying to pay for the best talent that firms can capture in the marketplace."

--Additional reporting by Steven Lerner. Editing by Alex Hubbard.

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EXHIBIT G

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Big Law Rates Topping $2,000 Leave Value 'In Eye of Beholder'

By Roy Strom

Column
June 9, 2022, 2:30 AM

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

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

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

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

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

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

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

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

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

Charge It Up

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

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

Source: Court documents

Bloomberg Law

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worth Your Time

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

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

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



00:00:00

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

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The lawyers at our firm have an active civil trial practice, having won multi-million-dollar verdicts or recoveries in six of six class action jury trials since 2008. Our most recent class action trial victory came in May 2019 in *Perez v. Rash Curtis & Associates*, in which Mr. Bursor served as lead trial counsel and won a $267 million jury verdict against a debt collector found to have violated the Telephone Consumer Protection Act. During the pendency of the defendant's appeal, the case settled for $75.6 million, the largest settlement in the history of the Telephone Consumer Protection Act.

In August 2013 in *Ayyad v. Sprint Spectrum L.P.*, in which Mr. Bursor served as lead trial counsel, we won a jury verdict defeating Sprint's $1.06 billion counterclaim and securing the class's recovery of more than $275 million in cash and debt relief.

In *Thomas v. Global Vision Products, Inc. (II)*, we obtained a $50 million jury verdict in favor of a certified class of 150,000 purchasers of the Avacor Hair Regrowth System. The legal trade publication VerdictSearch reported that this was the second largest jury verdict in California in 2009, and the largest in any class action.

The lawyers at our firm have an active class action practice and have won numerous appointments as class counsel to represent millions of class members, including customers of Honda, Verizon Wireless, AT&T Wireless, Sprint, Haier America, and Michaels Stores as well as purchasers of Avacor™, Hydroxycut, and Sensa™ products. Bursor & Fisher lawyers have been court-appointed Class Counsel or Interim Class Counsel in:

1. *O'Brien v. LG Electronics USA, Inc.* (D.N.J. Dec. 16, 2010) to represent a certified nationwide class of purchasers of LG French-door refrigerators,
2. *Ramundo v. Michaels Stores, Inc.* (N.D. Ill. June 8, 2011) to represent a certified nationwide class of consumers who made in-store purchases at Michaels Stores using a debit or credit card and had their private financial information stolen as a result,
3. *In re Haier Freezer Consumer Litig.* (N.D. Cal. Aug. 17, 2011) to represent a certified class of purchasers of mislabeled freezers from Haier America Trading, LLC,
4. *Rodriguez v. CitiMortgage, Inc.* (S.D.N.Y. Nov. 14, 2011) to represent a certified nationwide class of military personnel against CitiMortgage for illegal foreclosures,

5. *Rossi v. The Procter & Gamble Co.* (D.N.J. Jan. 31, 2012) to represent a certified nationwide class of purchasers of Crest Sensitivity Treatment & Protection toothpaste,
6. *Dzielak v. Whirlpool Corp. et al.* (D.N.J. Feb. 21, 2012) to represent a proposed nationwide class of purchasers of mislabeled Maytag Centennial washing machines from Whirlpool Corp., Sears, and other retailers,
7. *In re Sensa Weight Loss Litig.* (N.D. Cal. Mar. 2, 2012) to represent a certified nationwide class of purchasers of Sensa weight loss products,
8. *In re Sinus Buster Products Consumer Litig.* (E.D.N.Y. Dec. 17, 2012) to represent a certified nationwide class of purchasers,
9. *Ebin v. Kangadis Food Inc.* (S.D.N.Y. Feb. 25, 2014) to represent a certified nationwide class of purchasers of Capatriti 100% Pure Olive Oil,
10. *Forcellati v. Hyland's, Inc.* (C.D. Cal. Apr. 9, 2014) to represent a certified nationwide class of purchasers of children's homeopathic cold and flu remedies,
11. *Ebin v. Kangadis Family Management LLC, et al.* (S.D.N.Y. Sept. 18, 2014) to represent a certified nationwide class of purchasers of Capatriti 100% Pure Olive Oil,
12. *In re Scotts EZ Seed Litig.* (S.D.N.Y. Jan. 26, 2015) to represent a certified class of purchasers of Scotts Turf Builder EZ Seed,
13. *Dei Rossi v. Whirlpool Corp.*, *et al.* (E.D. Cal. Apr. 28, 2015) to represent a certified class of purchasers of mislabeled KitchenAid refrigerators from Whirlpool Corp., Best Buy, and other retailers,
14. *Hendricks v. StarKist Co.* (N.D. Cal. July 23, 2015) to represent a certified nationwide class of purchasers of StarKist tuna products,
15. *In re NVIDIA GTX 970 Graphics Card Litig.* (N.D. Cal. May 8, 2015) to represent a proposed nationwide class of purchasers of NVIDIA GTX 970 graphics cards,
16. *Melgar v. Zicam LLC, et al.* (E.D. Cal. March 30, 2016) to represent a certified ten-jurisdiction class of purchasers of Zicam Pre-Cold products,
17. *In re Trader Joe's Tuna Litigation* (C.D. Cal. December 21, 2016) to represent purchaser of allegedly underfilled Trader Joe's canned tuna.
18. *In re Welspun Litigation* (S.D.N.Y. January 26, 2017) to represent a proposed nationwide class of purchasers of Welspun Egyptian cotton bedding products,
19. *Retta v. Millennium Products, Inc.* (C.D. Cal. January 31, 2017) to represent a certified nationwide class of Millennium kombucha beverages,
20. *Moeller v. American Media, Inc.*, (E.D. Mich. June 8, 2017) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
21. *Hart v. BHH, LLC* (S.D.N.Y. July 7, 2017) to represent a nationwide class of purchasers of Bell & Howell ultrasonic pest repellers,
22. *McMillion v. Rash Curtis & Associates* (N.D. Cal. September 6, 2017) to represent a certified nationwide class of individuals who received calls from Rash Curtis & Associates,

23. *Lucero v. Solarcity Corp.* (N.D. Cal. September 15, 2017) to represent a certified nationwide class of individuals who received telemarketing calls from Solarcity Corp.,
24. *Taylor v. Trusted Media Brands, Inc.* (S.D.N.Y. Oct. 17, 2017) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
25. *Gasser v. Kiss My Face, LLC* (N.D. Cal. Oct. 23, 2017) to represent a proposed nationwide class of purchasers of cosmetic products,
26. *Gastelum v. Frontier California Inc.* (S.F. Superior Court February 21, 2018) to represent a certified California class of Frontier landline telephone customers who were charged late fees,
27. *Williams v. Facebook, Inc.* (N.D. Cal. June 26, 2018) to represent a proposed nationwide class of Facebook users for alleged privacy violations,
28. *Ruppel v. Consumers Union of United States, Inc.* (S.D.N.Y. July 27, 2018) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
29. *Bayol v. Health-Ade* (N.D. Cal. August 23, 2018) to represent a proposed nationwide class of Health-Ade kombucha beverage purchasers,
30. *West v. California Service Bureau* (N.D. Cal. September 12, 2018) to represent a certified nationwide class of individuals who received calls from California Service Bureau,
31. *Gregorio v. Premier Nutrition Corporation* (S.D.N.Y. Sept. 14, 2018) to represent a nationwide class of purchasers of protein shake products,
32. *Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast* (S.D.N.Y. Oct. 24, 2018) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
33. *Bakov v. Consolidated World Travel Inc. d/b/a Holiday Cruise Line* (N.D. Ill. Mar. 21, 2019) to represent a certified class of individuals who received calls from Holiday Cruise Line,
34. *Martinelli v. Johnson & Johnson* (E.D. Cal. March 29, 2019) to represent a certified class of purchasers of Benecol spreads labeled with the representation "No Trans Fat,"
35. *Edwards v. Hearst Communications, Inc.* (S.D.N.Y. April 24, 2019) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
36. *Galvan v. Smashburger* (C.D. Cal. June 25, 2019) to represent a proposed class of purchasers of Smashburger's "Triple Double" burger,
37. *Kokoszki v. Playboy Enterprises, Inc.* (E.D. Mich. Feb. 7, 2020) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
38. *Russett v. The Northwestern Mutual Life Insurance Co.* (S.D.N.Y. May 28, 2020) to represent a class of insurance policyholders that were allegedly charged unlawful paper billing fees,
39. *In re: Metformin Marketing and Sales Practices Litigation* (D.N.J. June 3, 2020) to represent a proposed nationwide class of purchasers of generic diabetes medications that were contaminated with a cancer-causing carcinogen,

40. *Hill v. Spirit Airlines, Inc.* (S.D. Fla. July 21, 2020) to represent a proposed nationwide class of passengers whose flights were cancelled by Spirit Airlines due to the novel coronavirus, COVID-19, and whose tickets were not refunded,
41. *Kramer v. Alterra Mountain Co.* (D. Colo. July 31, 2020) to represent a proposed nationwide class of purchasers to recoup the unused value of their Ikon ski passes after Alterra suspended operations at its ski resorts due to the novel coronavirus, COVID-19,
42. *Qureshi v. American University* (D.D.C. July 31, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by American University due to the novel coronavirus, COVID-19,
43. *Hufford v. Maxim Inc.* (S.D.N.Y. Aug. 13, 2020) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
44. *Desai v. Carnegie Mellon University* (W.D. Pa. Aug. 26, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by Carnegie Mellon University due to the novel coronavirus, COVID-19,
45. *Heigl v. Waste Management of New York, LLC* (E.D.N.Y. Aug. 27, 2020) to represent a class of waste collection customers that were allegedly charged unlawful paper billing fees,
46. *Stellato v. Hofstra University* (E.D.N.Y. Sept. 18, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by Hofstra University due to the novel coronavirus, COVID-19,
47. *Kaupelis v. Harbor Freight Tools USA, Inc.* (C.D. Cal. Sept. 23, 2020), to represent consumers who purchased defective chainsaws,
48. *Soo v. Lorex Corporation* (N.D. Cal. Sept. 23, 2020), to represent consumers whose security cameras were intentionally rendered non-functional by manufacturer,
49. *Miranda v. Golden Entertainment (NV), Inc.* (D. Nev. Dec. 17, 2020), to represent consumers and employees whose personal information was exposed in a data breach,
50. *Benbow v. SmileDirectClub, Inc.* (Cir. Ct. Cook Cnty. Feb. 4, 2021), to represent a certified nationwide class of individuals who received text messages from SmileDirectClub, in alleged violation of the Telephone Consumer Protection Act,
51. *Suren v. DSV Solutions, LLC* (Cir. Ct. DuPage Cnty. Apr. 8, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
52. *De Lacour v. Colgate-Palmolive Co.* (S.D.N.Y. Apr. 23, 2021), to represent a certified class of consumers who purchased allegedly "natural" Tom's of Maine products,
53. *Wright v. Southern New Hampshire University* (D.N.H. Apr. 26, 2021), to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by Southern New Hampshire University due to the novel coronavirus, COVID-19,

54. *Sahlin v. Hospital Housekeeping Systems, LLC* (Cir. Ct. Williamson Cnty. May 21, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
55. *Landreth v. Verano Holdings LLC, et al.* (Cir. Ct. Cook Cnty. June 2, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act.
56. *Rocchio v. Rutgers, The State University of New Jersey*, (Sup. Ct., Middlesex Cnty. October 27, 201), to represent a certified nationwide class of students for fee refunds after their classes were moved online by Rutgers due to the novel coronavirus, COVID-19,
57. *Malone v. Western Digital Corp.*, (N.D. Cal. Dec. 22, 2021), to represent a class of consumers who purchased hard drives that were allegedly deceptively advertised,
58. *Jenkins v. Charles Industries, LLC*, (Cir. Ct. DuPage Cnty. Dec. 21, 2021) to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
59. *Frederick v. Examsoft Worldwide, Inc.*, (Cir. Ct. DuPage Cnty. Jan. 6, 2022) to represent a certified class of exam takers who used virtual exam proctoring software, in alleged violation of the Illinois Biometric Information Privacy Act,
60. *Isaacson v. Liqui-Box Flexibles, LLC, et al.*, (Cir. Ct. Will Cnty. Jan. 18, 2022) to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
61. *Goldstein et al. v. Henkel Corp.*, (D. Conn. Mar. 3, 2022) to represent a proposed class of purchasers of Right Guard-brand antiperspirants that were allegedly contaminated with benzene,
62. *McCall v. Hercules Corp.*, (N.Y. Sup. Ct., Westchester Cnty. Mar. 14, 2022) to represent a certified class of who laundry card purchasers who were allegedly subjected to deceptive practices by being denied cash refunds,
63. *Lewis v. Trident Manufacturing, Inc.*, (Cir. Ct. Kane Cnty. Mar. 16, 2022) to represent a certified class of workers who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
64. *Croft v. Spinx Games Limited, et al.*, (W.D. Wash. Mar. 31, 2022) to represent a certified class of Washington residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Washington law,
65. *Fischer v. Instant Checkmate LLC*, (N.D. Ill. Mar. 31, 2022) to represent a certified class of Illinois residents whose identities were allegedly used without their consent in alleged violation of the Illinois Right of Publicity Act,
66. *Rivera v. Google LLC*, (Cir. Ct. Cook Cnty. Apr. 25, 2022) to represent a certified class of Illinois residents who appeared in a photograph in Google Photos, in alleged violation of the Illinois Biometric Information Privacy Act,
67. *Loftus v. Outside Integrated Media, LLC*, (E.D. Mich. May 5, 2022) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,

68. *D'Amario v. The University of Tampa*, (S.D.N.Y. June 3, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by The University of Tampa due to the novel coronavirus, COVID-19,
69. *Fittipaldi v. Monmouth University*, (D.N.J. Sept. 22, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by Monmouth University due to the novel coronavirus, COVID-19,
70. *Armstead v. VGW Malta Ltd. et al.* (Cir. Ct. Henderson Cnty. Oct. 3, 2022) to present a certified class of Kentucky residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Kentucky law,
71. *Cruz v. The Connor Group, A Real Estate Investment Firm, LLC*, (N.D. Ill. Oct. 26, 2022) to represent a certified class of workers who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
72. *Delcid et al. v. TCP HOT Acquisitions LLC et al.* (S.D.N.Y. Oct. 28, 2022) to represent a certified nationwide class of purchasers of Sure and Brut-brand antiperspirants that were allegedly contaminated with benzene,
73. *Kain v. The Economist Newspaper NA, Inc.* (E.D. Mich. Dec. 15, 2022) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
74. *Strano v. Kiplinger Washington Editors, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
75. *Moeller v. The Week Publications, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
76. *Ambrose v. Boston Globe Media Partners, LLC* (D. Mass. May 25, 2023) to represent a nationwide class of newspaper subscribers who were also Facebook users under the Video Privacy Protection Act,
77. *In re: Apple Data Privacy Litigation*, (N.D. Cal. July 5, 2023) to represent a putative nationwide class of all persons who turned off permissions for data tracking and whose mobile app activity was still tracked on iPhone mobile devices,
78. *Young v. Military Advantage, Inc. d/b/a Military.com* (Cir. Ct. DuPage Cnty. July 26, 2023) to represent a nationwide class of website subscribers who were also Facebook users under the Video Privacy Protection Act,
79. *Whiting v. Yellow Social Interactive Ltd.* (Cir. Ct. Henderson Cnty. Aug. 15, 2023) to represent a certified class of Kentucky residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Kentucky law,
80. *Kotila v. Charter Financial Publishing Network, Inc.* (W.D. Mich. Feb. 21, 2024) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
81. *Schreiber v. Mayo Foundation for Medical Education and Research* (W.D. Mich. Feb. 21, 2024) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,

82. *Norcross v. Tishman Speyer Properties, et al.* (S.D.N.Y. May 17, 2024) to represent a class of online ticket purchasers under New York Arts & Cultural Affairs Law § 25.07(4).
83. *Safe Harbor International LLC v. Booz Allen Hamilton, Inc.* (D. Maryland Jan. 14, 2025) to represent a nationwide class of individuals who had their IRS tax returns unlawfully leaked.
84. *In re Meta Android Privacy Litigation* (N.D. Cal. June 3, 2025) to represent a class of Android users who had their browsing information and PII unlawfully obtained by Meta.
85. *In re Edward D. Jones & Co. Data Privacy Litigation* (N.D. Cal. May 12, 2026) to represent a nationwide class of individuals who had their browsing information and PII unlawfully disclosed to third parties.
86. *In re Flock Group Inc. Automated License Plate Reader Litigation* (N.D. Cal. June 25, 2026) to represent a class of individuals whose privacy rights were violated through the use of automatic license plate reading technology.

SCOTT A. BURSOR

Mr. Bursor has an active civil trial practice, having won multi-million verdicts or recoveries in six of six civil jury trials since 2008. Mr. Bursor's most recent victory came in May 2019 in *Perez v. Rash Curtis & Associates*, in which Mr. Bursor served as lead trial counsel and won a $267 million jury verdict against a debt collector for violations of the Telephone Consumer Protection Act (TCPA).

In *Ayyad v. Sprint Spectrum L.P.* (2013), where Mr. Bursor served as lead trial counsel, the jury returned a verdict defeating Sprint's $1.06 billion counterclaim and securing the class's recovery of more than $275 million in cash and debt relief.

In *Thomas v. Global Vision Products, Inc.* (2009), the jury returned a $50 million verdict in favor of the plaintiff and class represented by Mr. Bursor. The legal trade publication VerdictSearch reported that this was the second largest jury verdict in California in 2009.

Class actions are rarely tried to verdict. Other than Mr. Bursor and his partner Mr. Fisher, we know of no lawyer that has tried more than one class action to a jury. Mr. Bursor's perfect record of six wins in six class action jury trials, with recoveries ranging from $21 million to $299 million, is unmatched by any other lawyer. Each of these victories was hard-fought against top trial lawyers from the biggest law firms in the United States.

Mr. Bursor graduated from the University of Texas Law School in 1996. He served as Articles Editor of the Texas Law Review, and was a member of the Board of Advocates and Order of the Coif. Prior to starting his own practice, Mr. Bursor was a litigation associate at a large New York based law firm where he represented telecommunications, pharmaceutical, and technology companies in commercial litigation.

Mr. Bursor is a member of the state bars of New York, Florida, and California, as well as the bars of the United States Court of Appeals for the Second, Third, Fourth, Sixth, Ninth and Eleventh Circuits, and the bars of the United States District Courts for the Southern and Eastern

Districts of New York, the Northern, Central, Southern and Eastern Districts of California, the Southern and Middle Districts of Florida, and the Eastern District of Michigan.

Representative Cases

Mr. Bursor was appointed lead or co-lead class counsel to the largest, 2nd largest, and 3rd largest classes ever certified. Mr. Bursor has represented classes including more than 160 million class members, roughly 1 of every 2 Americans. Listed below are recent cases that are representative of Mr. Bursor's practice:

Mr. Bursor negotiated and obtained court-approval for two landmark settlements in *Nguyen v. Verizon Wireless* and *Zill v. Sprint Spectrum* (the largest and 2nd largest classes ever certified). These settlements required Verizon and Sprint to open their wireless networks to third-party devices and applications. These settlements are believed to be the most significant legal development affecting the telecommunications industry since 1968, when the FCC's Carterfone decision similarly opened up AT&T's wireline telephone network.

Mr. Bursor was the lead trial lawyer in *Ayyad v. Sprint Spectrum, L.P.* representing a class of approximately 2 million California consumers who were charged an early termination fee under a Sprint cellphone contract, asserting claims that such fees were unlawful liquidated damages under the California Civil Code, as well as other statutory and common law claims. After a five-week combined bench-and-jury trial, the jury returned a verdict in June 2008 and the Court issued a Statement of Decision in December 2008 awarding the plaintiffs $299 million in cash and debt cancellation. Mr. Bursor served as lead trial counsel for this class again in 2013 during a month-long jury trial in which Sprint asserted a $1.06 billion counterclaim against the class. Mr. Bursor secured a verdict awarding Sprint only $18.4 million, the exact amount calculated by the class's damages expert. This award was less than 2% of the damages Sprint sought, less than 6% of the amount of the illegal termination fees Sprint charged to class members. In December 2016, after more than 13 years of litigation, the case was settled for $304 million, including $79 million in cash payments plus $225 million in debt cancellation.

Mr. Bursor was the lead trial lawyer in *White v. Cellco Partnership d/b/a Verizon Wireless* representing a class of approximately 1.4 million California consumers who were charged an early termination fee under a Verizon cellphone contract, asserting claims that such fees were unlawful liquidated damages under the California Civil Code, as well as other statutory and common law claims. In July 2008, after Mr. Bursor presented plaintiffs' case-in-chief, rested, then cross-examined Verizon's principal trial witness, Verizon agreed to settle the case for a $21 million cash payment and an injunction restricting Verizon's ability to impose early termination fees in future subscriber agreements.

Mr. Bursor was the lead trial lawyer in *Thomas v. Global Visions Products Inc.* Mr. Bursor represented a class of approximately 150,000 California consumers who had purchased the Avacor® hair regrowth system. In January 2008, after a four-week combined bench-and-jury trial. Mr. Bursor obtained a $37 million verdict for the class, which the Court later increased to $40 million.

Mr. Bursor was appointed class counsel and was elected chair of the Official Creditors' Committee in *In re Nutraquest Inc.*, a Chapter 11 bankruptcy case before Chief Judge Garrett E. Brown, Jr. (D.N.J.) involving 390 ephedra-related personal injury and/or wrongful death claims, two consumer class actions, four enforcement actions by governmental agencies, and multiple adversary proceedings related to the Chapter 11 case. Working closely with counsel for all parties and with two mediators, Judge Nicholas Politan (Ret.) and Judge Marina Corodemus (Ret.), the committee chaired by Mr. Bursor was able to settle or otherwise resolve every claim and reach a fully consensual Chapter 11 plan of reorganization, which Chief Judge Brown approved in late 2006. This settlement included a $12.8 million recovery to a nationwide class of consumers who alleged they were defrauded in connection with the purchase of Xenadrine® dietary supplement products.

Mr. Bursor was the lead trial lawyer in *In re: Pacific Bell Late Fee Litigation*. After filing the first class action challenging Pac Bell's late fees in April 2010, winning a contested motion to certify a statewide California class in January 2012, and defeating Pac Bell's motion for summary judgment in February 2013, Mr. Bursor obtained final approval of the $38 million class settlement. The settlement, which Mr. Bursor negotiated the night before opening statements were scheduled to commence, included a $20 million cash payment to provide refunds to California customers who paid late fees on their Pac Bell wireline telephone accounts, and an injunction that reduced other late fee charges by $18.6 million.

L. TIMOTHY FISHER

L. Timothy Fisher has an active practice in consumer class actions and complex business litigation and has also successfully handled a large number of civil appeals.

Mr. Fisher has been actively involved in numerous cases that resulted in multi-million dollar recoveries for consumers and investors. Mr. Fisher has handled cases involving a wide range of issues including nutritional labeling, health care, telecommunications, corporate governance, unfair business practices and consumer fraud. With his partner Scott A. Bursor, Mr. Fisher has tried five class action jury trials, all of which produced successful results. In *Thomas v. Global Vision Products*, Mr. Fisher obtained a jury award of $50,024,611 — the largest class action award in California in 2009 and the second-largest jury award of any kind. In 2019, Mr. Fisher served as trial counsel with Mr. Bursor in *Perez. v. Rash Curtis & Associates*, where the jury returned a verdict for $267 million in statutory damages under the Telephone Consumer Protection Act.

Mr. Fisher was admitted to the State Bar of California in 1997. He is also a member of the bars of the United States Court of Appeals for the Ninth Circuit, the United States District Courts for the Northern, Central, Southern and Eastern Districts of California, the Northern District of Illinois, the Eastern District of Michigan, and the Eastern District of Missouri. Mr. Fisher taught appellate advocacy at John F. Kennedy University School of Law in 2003 and 2004. In 2010, he contributed jury instructions, a verdict form and comments to the consumer protection chapter of Justice Elizabeth A. Baron's *California Civil Jury Instruction Companion Handbook* (West 2010). In January 2014, Chief Judge Claudia Wilken of the United States District Court for the Northern District of California appointed Mr. Fisher to a four-year term as a member of the Court's Standing Committee on Professional Conduct.

Mr. Fisher received his Juris Doctor from Boalt Hall at the University of California at Berkeley in 1997. While in law school, he was an active member of the Moot Court Board and participated in moot court competitions throughout the United States. In 1994, Mr. Fisher received an award for Best Oral Argument in the first-year moot court competition.

In 1992, Mr. Fisher graduated with highest honors from the University of California at Berkeley and received a degree in political science. Prior to graduation, he authored an honors thesis for Professor Bruce Cain entitled "The Role of Minorities on the Los Angeles City Council." He is also a member of Phi Beta Kappa.

Representative Cases

Thomas v. Global Vision Products, Inc. (Alameda County Superior Court). Mr. Fisher litigated claims against Global Vision Products, Inc. and other individuals in connection with the sale and marketing of a purported hair loss remedy known as Avacor. The case lasted more than seven years and involved two trials. The first trial resulted in a verdict for plaintiff and the class in the amount of $40,000,000. The second trial resulted in a jury verdict of $50,024,611, which led to a $30 million settlement for the class.

In re Cellphone Termination Fee Cases - Handset Locking Actions (Alameda County Superior Court). Mr. Fisher actively worked on five coordinated cases challenging the secret locking of cell phone handsets by major wireless carriers to prevent consumers from activating them on competitive carriers' systems. Settlements have been approved in all five cases on terms that require the cell phone carriers to disclose their handset locks to consumers and to provide unlocking codes nationwide on reasonable terms and conditions. The settlements fundamentally changed the landscape for cell phone consumers regarding the locking and unlocking of cell phone handsets.

In re Cellphone Termination Fee Cases - Early Termination Fee Cases (Alameda County Superior Court and Federal Communications Commission). In separate cases that are a part of the same coordinated litigation as the Handset Locking Actions, Mr. Fisher actively worked on claims challenging the validity under California law of early termination fees imposed by national cell phone carriers. In one of those cases, against Verizon Wireless, a nationwide settlement was reached after three weeks of trial in the amount of $21 million. In a second case, which was tried to verdict, the Court held after trial that the $73 million of flat early termination fees that Sprint had collected from California consumers over an eight-year period were void and unenforceable.

Selected Published Decisions

Melgar v. Zicam LLC, 2016 WL 1267870 (E.D. Cal. Mar. 30, 2016) (certifying 10-jurisdiction class of purchasers of cold remedies, denying motion for summary judgment, and denying motions to exclude plaintiff's expert witnesses).

Salazar v. Honest Tea, Inc., 2015 WL 7017050 (E.D. Cal. Nov. 12. 2015) (denying motion for summary judgment).

Dei Rossi v. Whirlpool Corp., 2015 WL 1932484 (E.D. Cal. Apr. 27, 2015) (certifying California class of purchasers of refrigerators that were mislabeled as Energy Star qualified).

Bayol v. Zipcar, Inc., 78 F.Supp.3d 1252 (N.D. Cal. 2015) (denying motion to dismiss claims alleging unlawful late fees under California Civil Code § 1671).

Forcellati v. Hyland's, Inc., 2015 WL 9685557 (C.D. Cal. Jan. 12, 2015) (denying motion for summary judgment in case alleging false advertising of homeopathic cold and flu remedies for children).

Bayol v. Zipcar, Inc., 2014 WL 4793935 (N.D. Cal. Sept. 25, 2014) (denying motion to transfer venue pursuant to a forum selection clause).

Forcellati v. Hyland's Inc., 2014 WL 1410264 (C.D. Cal. Apr. 9, 2014) (certifying nationwide class of purchasers of homeopathic cold and flu remedies for children).

Hendricks v. StarKist Co., 30 F.Supp.3d 917 (N.D. Cal. 2014) (denying motion to dismiss in case alleging underfilling of 5-ounce cans of tuna).

Dei Rossi v. Whirlpool Corp., 2013 WL 5781673 (E.D. Cal. October 25, 2013) (denying motion to dismiss in case alleging that certain KitchenAid refrigerators were misrepresented as Energy Star qualified).

Forcellati v. Hyland's Inc., 876 F.Supp.2d 1155 (C.D. Cal. 2012) (denying motion to dismiss complaint alleging false advertising regarding homeopathic cold and flu remedies for children).

Clerkin v. MyLife.com, 2011 WL 3809912 (N.D. Cal. August 29, 2011) (denying defendants' motion to dismiss in case alleging false and misleading advertising by a social networking company).

In re Cellphone Termination Fee Cases, 186 Cal.App.4th 1380 (2010) (affirming order approving $21 million class action settlement).

Gatton v. T-Mobile USA, Inc., 152 Cal.App.4th 571 (2007) (affirming order denying motion to compel arbitration).

Selected Class Settlements

Melgar v. Zicam (Eastern District of California) - $16 million class settlement of claims alleging cold medicine was ineffective.

Gastelum v. Frontier California Inc. (San Francisco Superior Court) - $10.9 million class action settlement of claims alleging that a residential landline service provider charged unlawful late fees.

West v. California Service Bureau, *Inc.* (Northern District of California) - $4.1 million class settlement of claims under the Telephone Consumer Protection Act.

Gregorio v. Premier Nutrition Corp. (Southern District of New York) - $9 million class settlement of false advertising claims against protein shake manufacturer.

Morris v. SolarCity Corp. (Northern District of California) - $15 million class settlement of claims under the Telephone Consumer Protection Act.

Retta v. Millennium Products, Inc. (Central District of California) - $8.25 million settlement to

resolve claims of bottled tea purchasers for alleged false advertising.

Forcellati v. Hyland's (Central District of California) – nationwide class action settlement providing full refunds to purchasers of homeopathic cold and flu remedies for children.

Dei Rossi v. Whirlpool (Eastern District of California) – class action settlement providing $55 cash payments to purchasers of certain KitchenAid refrigerators that allegedly mislabeled as Energy Star qualified.

In Re NVIDIA GTX 970 Graphics Chip Litigation (Northern District of California) - $4.5 million class action settlement of claims alleging that a computer graphics card was sold with false and misleading representations concerning its specifications and performance.

Hendricks v. StarKist Co. (Northern District of California) – $12 million class action settlement of claims alleging that 5-ounce cans of tuna were underfilled.

In re Zakskorn v. American Honda Motor Co. Honda (Eastern District of California) – nationwide settlement providing for brake pad replacement and reimbursement of out-of-pocket expenses in case alleging defective brake pads on Honda Civic vehicles manufactured between 2006 and 2011.

Correa v. Sensa Products, LLC (Los Angeles Superior Court) - $9 million settlement on behalf of purchasers of the Sensa weight loss product.

In re Pacific Bell Late Fee Litigation (Contra Costa County Superior Court) - $38.6 million settlement on behalf of Pac Bell customers who paid an allegedly unlawful late payment charge.

In re Haier Freezer Consumer Litigation (Northern District of California) - $4 million settlement, which provided for cash payments of between $50 and $325.80 to class members who purchased the Haier HNCM070E chest freezer.

Thomas v. Global Vision Products, Inc. (Alameda County Superior Court) - $30 million settlement on behalf of a class of purchasers of a hair loss remedy.

Guyette v. Viacom, Inc. (Alameda County Superior Court) - $13 million settlement for a class of cable television subscribers who alleged that the defendant had improperly failed to share certain tax refunds with its subscribers.

JOSEPH I. MARCHESE

Joseph I. Marchese is a Partner with Bursor & Fisher, P.A. Joe focuses his practice on consumer class actions, employment law disputes, and commercial litigation. He has represented corporate and individual clients in a wide array of civil litigation, and has substantial trial and appellate experience.

Joe has diverse experience in litigating and resolving consumer class actions involving claims of mislabeling, false or misleading advertising, privacy violations, unlawful and junk fees, data breach claims, and violations of the Telephone Consumer Protection Act and Servicemembers Civil Relief Act.

Joe also has significant experience in multidistrict litigation proceedings. Recently, he served on the Plaintiffs' Executive Committee in *In Re: Blue Buffalo Company, Ltd. Marketing And Sales Practices Litigation*, MDL No. 2562, which resulted in a $32 million consumer class settlement. Currently, he serves on the Plaintiffs' Steering Committee for Economic Reimbursement in *In Re: Valsartan Products Liability Litigation*, MDL. No. 2875.

Joe is admitted to the State Bar of New York and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, and the Eastern District of Michigan, as well as the United States Courts of Appeals for the First, Second and Sixth Circuits.

Joe graduated from Boston University School of Law in 2002 where he was a member of The Public Interest Law Journal. In 1998, Joe graduated with honors from Bucknell University.

Selected Published Decisions:

Farwell v. Google, LLC, 595 F. Supp. 3d 702 (C.D. Ill. Mar. 31, 2022), denying defendant's motion to dismiss BIPA claims brought on behalf of Illinois students using Google's Workspace for Education platform.

Boelter v. Hearst Communications, Inc., 269 F. Supp. 3d 172 (S.D.N.Y. Sept. 7, 2017), granting plaintiff's motion for partial summary judgment on state privacy law violations in putative class action.

Boelter v. Hearst Communications, Inc., 192 F. Supp. 3d 427 (S.D.N.Y. June 17, 2016), denying publisher's motion to dismiss its subscriber's allegations of state privacy law violations in putative class action.

In re Scotts EZ Seed Litigation, 304 F.R.D. 397 (S.D.N.Y. 2015), granting class certification of false advertising and other claims brought by New York and California purchasers of grass seed product.

Ebin v. Kangadis Food Inc., 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

In re Michaels Stores Pin Pad Litigation, 830 F. Supp. 2d 518 (N.D. Ill. 2011), denying retailer's motion to dismiss its customers' state law consumer protection and privacy claims in data breach putative class action.

Selected Class Settlements:

Schreiber v. Mayo Foundation, Case No. 22-cv-0188-HYJ-RSK (W.D. Mich. 2024) – final approval granted for $52.5 million class settlement to resolve claims of periodical subscribers for alleged statutory privacy violations.

Edwards v. Mid-Hudson Valley Federal Credit Union, Case No. 22-cv-00562-TJM-CFH (N.D.N.Y. 2023) – final approval granted for $2.2 million class settlement to resolve claims alleging unlawfully charged overdraft fees on accounts with sufficient funds.

Benbow v. SmileDirectClub, LLC, Case No. 2020-CH-07269 (Cir. Ct. Cook Cnty. 2022) – final approval granted for $11.5 million class settlement to resolve claims for alleged TCPA violations.

Marquez v. Google LLC, Case No. 2021-CH-1460 (Cir. Ct. Cook Cnty. 2022) – final approval granted for $100 million class settlement to resolve alleged BIPA violations of Illinois residents appearing on the Google Photos platform.

Edwards v. Hearst Communications, Inc., Case No. 15-cv-09279-AT (S.D.N.Y. 2019) – final approval granted for $50 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast, Case No. 15-cv-05671-NRB (S.D.N.Y. 2019) – final approval granted for $13.75 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

In *re Scotts EZ Seed Litigation*, Case No. 12-cv-4727-VB (S.D.N.Y. 2018) – final approval granted for $47 million class settlement to resolve false advertising claims of purchasers of combination grass seed product.

In Re: Blue Buffalo Marketing And Sales Practices Litigation, Case No. 14-MD-2562-RWS (E.D. Mo. 2016) – final approval granted for $32 million class settlement to resolve claims of pet owners for alleged false advertising of pet foods.

Rodriguez v. Citimortgage, Inc., Case No. 11-cv-4718-PGG (S.D.N.Y. 2015) – final approval granted for $38 million class settlement to resolve claims of military servicemembers for alleged foreclosure violations of the Servicemembers Civil Relief Act, where each class member was entitled to $116,785 plus lost equity in the foreclosed property and interest thereon.

O'Brien v. LG Electronics USA, Inc., et al., Case No. 10-cv-3733-DMC (D.N.J. 2011) – final approval granted for $23 million class settlement to resolve claims of Energy Star refrigerator purchasers for alleged false advertising of the appliances' Energy Star qualification.

SARAH N. WESTCOT

Sarah N. Westcot is the Managing Partner of Bursor & Fisher's Miami office. She focuses her practice on consumer class actions, complex business litigation, and mass torts.

She has represented clients in a wide array of civil litigation, and has substantial trial and appellate experience. Sarah served as trial counsel in *Ayyad v. Sprint Spectrum L.P.*, where Bursor & Fisher won a jury verdict defeating Sprint's $1.06 billion counterclaim and securing the class's recovery of more than $275 million in cash and debt relief.

Sarah also has significant experience in high-profile, multi-district litigations. She currently serves on the Plaintiffs' Steering Committee in *In re Zantac (Ranitidine) Products Liability Litigation,* MDL No. 2924 (S.D. Florida). She also serves on the Plaintiffs' Executive Committee in *In re Apple Inc. App Store Simulated Casino-Style Games Litigation,* MDL No. 2985 (N.D. Cal.) and *In Re: Google Play Store Simulated Casino-Style Games Litigation*, MDL No. 3001 (N.D. Cal.).

Sarah is admitted to the State Bars of California and Florida, and is a member of the bars of the United States District Courts for the Northern, Central, Southern, and Eastern Districts of California, the United States District Courts for the Southern and Middle Districts of Florida, and the bars of the United States Courts of Appeals for the Second, Eighth, and Ninth Circuits.

Sarah received her Juris Doctor from the University of Notre Dame Law School in 2009. During law school, she was a law clerk with the Cook County State's Attorney's Office in Chicago and the Santa Clara County District Attorney's Office in San Jose, CA, gaining early trial experience in both roles. She graduated with honors from the University of Florida in 2005.

Sarah is a member of The National Trial Lawyers Top 100 Civil Plaintiff Lawyers, and was selected to The National Trial Lawyers Top 40 Under 40 Civil Plaintiff Lawyers for 2022.

PHILIP L. FRAIETTA

Philip L. Fraietta is the Managing Partner of Bursor & Fisher, P.A.'s White Plains office. Phil focuses his practice on data privacy, complex business litigation, and consumer class actions. Phil has been named a "Rising Star" in the New York Metro Area by Super Lawyers® every year since 2019.

Phil has significant experience in litigating consumer class actions, particularly those involving privacy claims under statutes such as the Michigan Preservation of Personal Privacy Act, the Illinois Biometric Information Privacy Act, and Right of Publicity statutes. Since 2016, Phil has recovered over $100 million for class members in privacy class action settlements. In addition to privacy claims, Phil has significant experience in litigating and settling class action claims involving false or misleading advertising.

Phil is admitted to the State Bars of New York, New Jersey, Illinois, Michigan, and California, the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the Western District of New York, the Northern District of New York, the District of New Jersey, the Eastern District of Michigan, the Western District of Michigan, the Northern District of Illinois, the Central District of Illinois, and the United States Court of Appeals for the Second, Third, and Ninth Circuits. Phil was a Summer Associate with Bursor & Fisher prior to joining the firm.

Phil received his Juris Doctor from Fordham University School of Law in 2014, graduating cum laude. During law school, Phil served as an Articles & Notes Editor for the Fordham Law Review, and published two articles. In 2011, Phil graduated cum laude from Fordham University with a B.A. in Economics.

Selected Published Decisions:

Garner v. Me-TV National Limited Partnership, 132 F.4th 1022 (7th Cir. Mar. 28, 2025), reversing grant of motion to dismiss under federal Video Privacy Protection Act and specifying standard for being a "consumer" under the Act.

Jancik v. WebMD LLC, 2025 WL 560705 (N.D. Ga. Feb 20, 2025), certifying the first ever contested class under the federal Video Privacy Protection Act.

Fischer v. Instant Checkmate LLC, 2022 WL 971479 (N.D. Ill. Mar. 31, 2022), certifying class of Illinois residents for alleged violations of Illinois' Right of Publicity Act by background reporting website.

Kolebuck-Utz v. Whitepages, Inc., 2021 WL 157219 (W.D. Wash. Apr. 22, 2021), denying defendant's motion to dismiss for alleged violations of Ohio's Right to Publicity Law.

Porter v. NBTY, Inc., 2019 WL 5694312 (N.D. Ill. Nov. 4, 2019), denying supplement manufacturer's motion for summary judgment on consumers' allegations of false advertising relating to whey protein content.

Boelter v. Hearst Communications, Inc., 269 F. Supp. 3d 172 (S.D.N.Y. 2017), granting plaintiff's motion for partial summary judgment on state privacy law violations in putative class action.

Selected Class Settlements:

Ramos v. ZoomInfo Technologies, LLC, Case No. 21-cv-02032-CPK (N.D. Ill. 2024) – final approval granted for $29.5 million class settlement to resolve claims for alleged statutory right of publicity violations.

Awad v. AMC Entertainment Holdings, Inc., Index No. 607322/2024 (Sup. Ct. Nassau Cnty. 2024) – final approval granted for $12.3 million class settlement to resolve claims for alleged New York ticket fee claims.

Schreiber v. Mayo Foundation for Medical Education and Research, Case No. 22-cv-00188-HYJ (W.D. Mich. 2024) – final approval granted for $52.5 million class settlement to resolve claims of newsletter subscribers for alleged statutory privacy violations.

Fischer v. Instant Checkmate LLC, Case No. 19-cv-04892-MSS (N.D. Ill. 2024) – final approval granted for $10.1 million class settlement to resolve claims for alleged statutory right of publicity violations.

Young v. Military Advantage, Inc., Case No. 2023LA000535 (Cir. Ct. DuPage Cnty. 2023) – final approval granted for $7.35 million class settlement to resolve claims of newsletter subscribers for alleged federal Video Privacy Protection Act claims.

Rivera v. Google LLC, Case No. 2021-CH-1460 (Cir. Ct. Cook Cnty. 2022) – final approval

granted for $100 million class settlement to resolve alleged BIPA violations of Illinois residents appearing in photos on the Google Photos platform.

Edwards v. Hearst Communications, Inc., Case No. 15-cv-09279-AT (S.D.N.Y. 2019) – final approval granted for $50 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Ruppel v. Consumers Union of United States, Inc., Case No. 16-cv-02444-KMK (S.D.N.Y. 2018) – final approval granted for $16.375 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast, Case No. 15-cv-05671-NRB (S.D.N.Y. 2019) – final approval granted for $13.75 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Benbow v. SmileDirectClub, LLC, Case No. 2020-CH-07269 (Cir. Ct. Cook Cnty. 2021) – final approval granted for $11.5 million class settlement to resolve claims for alleged TCPA violations.

Gregorio v. Premier Nutrition Corp., Case No. 17-cv-05987-AT (S.D.N.Y. 2019) – final approval granted for $9 million class settlement to resolve claims of protein shake purchasers for alleged false advertising.

NEAL J. DECKANT

Neal J. Deckant is a Partner with Bursor & Fisher, P.A., where he serves as the firm's Head of Information & e-Discovery. Neal focuses his practice on complex business litigation and consumer class actions. Prior to joining Bursor & Fisher, Neal counseled low-income homeowners facing foreclosure in East Boston.

Neal is admitted to the State Bars of California and New York, and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California, the United States District Courts for the Southern and Eastern Districts of New York, the United States District Court for the Northern District of Illinois, the bars of the United States Courts of Appeals for the Second, Third, and Ninth Circuits, and the United States Supreme Court.

Neal received his Juris Doctor from Boston University School of Law in 2011, graduating cum laude with two Dean's Awards. During law school, Neal served as a Senior Articles Editor for the Review of Banking and Financial Law, where he authored two published articles about securitization reforms, both of which were cited by the New York Court of Appeals, the highest court in the state. Neal was also awarded Best Oral Argument in his moot court section, and he served as a Research Assistant for his Securities Regulation professor. Neal has also been honored as a 2014, 2015, 2016, and 2017 Super Lawyers Rising Star. In 2007, Neal graduated with Honors from Brown University with a dual major in East Asian Studies and Philosophy.

Selected Published Decisions:

Martinelli v. Johnson & Johnson, 2019 WL 1429653 (N.D. Cal. Mar. 29, 2019), granting class certification of false advertising and other claims brought by purchasers of Benecol spreads labeled with the representation "No Trans Fats."

Dzielak v. Whirlpool Corp., 2017 WL 6513347 (D.N.J. Dec. 20, 2017), granting class certification of consumer protection claims brought by purchasers of Maytag Centennial washing machines marked with the "Energy Star" logo.

Duran v. Obesity Research Institute, LLC, 204 Cal. Rptr. 3d 896 (Cal. Ct. App. 2016), reversing and remanding final approval of a class action settlement on appeal, regarding allegedly mislabeled dietary supplements, in connection with a meritorious objection.

Marchuk v. Faruqi & Faruqi, LLP, et al., 100 F. Supp. 3d 302 (S.D.N.Y. 2015), granting individual and law firm defendants' motion for judgment as a matter of law on plaintiff's claims for retaliation and defamation, as well as for all claims against law firm partners, Nadeem and Lubna Faruqi.

Ebin v. Kangadis Food Inc., 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

Ebin v. Kangadis Food Inc., 2014 WL 737878 (S.D.N.Y. Feb. 25, 2014), denying distributor's motion for summary judgment against nationwide class of purchasers of purported "100% Pure Olive Oil" product.

Selected Class Settlements:

In Re NVIDIA GTX 970 Graphics Chip Litigation, Case No. 15-cv-00760-PJH (N.D. Cal. Dec. 7, 2016) – final approval granted for $4.5 million class action settlement to resolve claims that a computer graphics card was allegedly sold with false and misleading representations concerning its specifications and performance.

Hendricks v. StarKist Co., 2016 WL 5462423 (N.D. Cal. Sept. 29, 2016) – final approval granted for $12 million class action settlement to resolve claims that 5-ounce cans of tuna were allegedly underfilled.

In re: Kangadis Food Inc., Case No. 8-14-72649 (Bankr. E.D.N.Y. Dec. 17, 2014) – class action claims resolved for $2 million as part of a Chapter 11 plan of reorganization, after a corporate defendant filed for bankruptcy, following claims that its olive oil was allegedly sold with false and misleading representations.

Selected Publications:

Neal Deckant, *X. Reforms of Collateralized Debt Obligations: Enforcement, Accounting and Regulatory Proposals*, 29 Rev. Banking & Fin. L. 79 (2009) (cited in *Quadrant Structured Products Co., Ltd. v. Vertin*, 16 N.E.3d 1165, 1169 n.8 (N.Y. 2014)).

Neal Deckant, *Criticisms of Collateralized Debt Obligations in the Wake of the Goldman Sachs Scandal*, 30 Rev. Banking & Fin. L. 407 (2010) (cited in *Quadrant Structured Products Co., Ltd. v. Vertin*, 16 N.E.3d 1165, 1169 n.8 (N.Y. 2014); *Lyon Village Venetia, LLC v. CSE Mortgage LLC*, 2016 WL 476694, at *1 n.1 (Md. Ct. Spec. App. Feb. 4, 2016); Ivan Ascher, Portfolio Society: On the Capitalist Mode of Prediction, at 141, 153, 175 (Zone Books / The MIT Press 2016); Devon J. Steinmeyer, *Does State National Bank of Big Spring v. Geithner Stand a Fighting Chance?*, 89 Chi.-Kent. L. Rev. 471, 473 n.13 (2014)).

YITZCHAK KOPEL

Yitzchak Kopel is a Partner with Bursor & Fisher, P.A. Yitz focuses his practice on consumer class actions and complex business litigation. He has represented corporate and individual clients before federal and state courts, as well as in arbitration proceedings.

Yitz has substantial experience in successfully litigating and resolving consumer class actions involving claims of consumer fraud, data breaches, and violations of the telephone consumer protection act. Since 2014, Yitz has obtained class certification on behalf of his clients five times, three of which were certified as nationwide class actions. Bursor & Fisher was appointed as class counsel to represent the certified classes in each of the cases.

Yitz is admitted to the State Bars of New York and New Jersey, the bar of the United States Court of Appeals for the Second, Eleventh, and Ninth Circuits, and the bars of the United States District Courts for the Southern District of New York, Eastern District of New York, Eastern District of Missouri, Eastern District of Wisconsin, Northern District of Illinois, and District of New Jersey.

Yitz received his Juris Doctorate from Brooklyn Law School in 2012, graduating *cum laude* with two Dean's Awards. During law school, Yitz served as an Articles Editor for the Brooklyn Law Review and worked as a Law Clerk at Shearman & Sterling. In 2009, Yitz graduated *cum laude* from Queens College with a B.A. in Accounting.

Selected Published Decisions:

Bassaw v. United Industries Corp., 482 F.Supp.3d 80, 2020 WL 5117916 (S.D.N.Y. Aug. 31, 2020), denying motion to dismiss claims in putative class action concerning insect foggers.

Poppiti v. United Industries Corp., 2020 WL 1433642 (E.D. Mo. Mar. 24, 2020), denying motion to dismiss claims in putative class action concerning citronella candles.

Bakov v. Consolidated World Travel, Inc., 2019 WL 6699188 (N.D. Ill. Dec. 9, 2019), granting summary judgment on behalf of certified class in robocall class action.

Krumm v. Kittrich Corp., 2019 WL 6876059 (E.D. Mo. Dec. 17, 2019), denying motion to dismiss claims in putative class action concerning mosquito repellent.

Crespo v. S.C. Johnson & Son, Inc., 394 F. Supp. 3d 260 (S.D.N.Y. 2019), denying defendant's motion to dismiss fraud and consumer protection claims in putative class action regarding Raid insect fogger.

Bakov v. Consolidated World Travel, Inc., 2019 WL 1294659 (N.D. Ill. Mar. 21, 2019), certifying a class of persons who received robocalls in the state of Illinois.

Bourbia v. S.C. Johnson & Son, Inc., 375 F. Supp. 3d 454 (S.D.N.Y. 2019), denying defendant's motion to dismiss fraud and consumer protection claims in putative class action regarding mosquito repellent.

Hart v. BHH, LLC, 323 F. Supp. 3d 560 (S.D.N.Y. 2018), denying defendants' motion for summary judgment in certified class action involving the sale of ultrasonic pest repellers.

Hart v. BHH, LLC, 2018 WL 3471813 (S.D.N.Y. July 19, 2018), denying defendants' motion to exclude plaintiffs' expert in certified class action involving the sale of ultrasonic pest repellers.

Penrose v. Buffalo Trace Distillery, Inc., 2018 WL 2334983 (E.D. Mo. Feb. 5, 2018), denying bourbon producers' motion to dismiss fraud and consumer protection claims in putative class action.

West v. California Service Bureau, Inc., 323 F.R.D. 295 (N.D. Cal. 2017), certifying a nationwide class of "wrong-number" robocall recipients.

Hart v. BHH, LLC, 2017 WL 2912519 (S.D.N.Y. July 7, 2017), certifying nationwide class of purchasers of ultrasonic pest repellers.

Browning v. Unilever United States, Inc., 2017 WL 7660643 (C.D. Cal. Apr. 26, 2017), denying motion to dismiss fraud and warranty claims in putative class action concerning facial scrub product.

Brenner v. Procter & Gamble Co., 2016 WL 8192946 (C.D. Cal. Oct. 20, 2016), denying motion to dismiss warranty and consumer protection claims in putative class action concerning baby wipes.

Hewlett v. Consolidated World Travel, Inc., 2016 WL 4466536 (E.D. Cal. Aug. 23, 2016), denying telemarketer's motion to dismiss TCPA claims in putative class action.

Bailey v. KIND, LLC, 2016 WL 3456981 (C.D. Cal. June 16, 2016), denying motion to dismiss fraud and warranty claims in putative class action concerning snack bars.

Hart v. BHH, LLC, 2016 WL 2642228 (S.D.N.Y. May 5, 2016) denying motion to dismiss warranty and consumer protection claims in putative class action concerning ultrasonic pest repellers.

Marchuk v. Faruqi & Faruqi, LLP, et al., 100 F. Supp. 3d 302 (S.D.N.Y. 2015), granting clients' motion for judgment as a matter of law on claims for retaliation and defamation in employment action.

In re Scotts EZ Seed Litigation, 304 F.R.D. 397 (S.D.N.Y. 2015), granting class certification of false advertising and other claims brought by New York and California purchasers of grass seed product.

Brady v. Basic Research, L.L.C., 101 F. Supp. 3d 217 (E.D.N.Y. 2015), denying diet pill manufacturers' motion to dismiss its purchasers' allegations for breach of express warranty in putative class action.

Ward v. TheLadders.com, Inc., 3 F. Supp. 3d 151 (S.D.N.Y. 2014), denying online job board's motion to dismiss its subscribers' allegations of consumer protection law violations in putative class action.

Ebin v. Kangadis Food Inc., 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

Ebin v. Kangadis Food Inc., 2014 WL 737878 (S.D.N.Y. Feb. 25, 2014), denying distributor's motion for summary judgment against nationwide class of purchasers of purported "100% Pure Olive Oil" product.

Selected Class Settlements:

Hart v. BHH, LLC, Case No. 1:15-cv-04804 (S.D.N.Y. Sept. 22, 2020), resolving class action claims regarding ultrasonic pest repellers.

In re: Kangadis Food Inc., Case No. 8-14-72649 (Bankr. E.D.N.Y. Dec. 17, 2014), resolving class action claims for $2 million as part of a Chapter 11 plan of reorganization, after a corporate defendant filed for bankruptcy following the certification of nationwide claims alleging that its olive oil was sold with false and misleading representations.

West v. California Service Bureau, Case No. 4:16-cv-03124-YGR (N.D. Cal. Jan. 23, 2019), resolving class action claims against debt-collector for wrong-number robocalls for $4.1 million.

ALEC M. LESLIE

Alec Leslie is a Partner with Bursor & Fisher, P.A. He focuses his practice on data privacy, illegal gambling, complex business litigation, and consumer class actions.

Alec is admitted to the State Bars of New York and Pennsylvania and is a member of the bar of the United States District Courts for the Southern, Eastern, and Northern Districts of New York, the Northern and Central Districts of Illinois, the Eastern District of Missouri, the Eastern District of Pennsylvania, the Western District of Tennessee, the Eastern District of Michigan,

and the United States Courts of Appeals for the Ninth and Eleventh Circuits. Alec was a Summer Associate with Bursor & Fisher prior to joining the firm.

Alec received his Juris Doctor from Brooklyn Law School in 2016, graduating *cum laude*. During law school, Alec served as an Articles Editor for Brooklyn Law Review. In addition, Alec served as an intern to the Honorable James C. Francis for the Southern District of New York and the Honorable Vincent Del Giudice, Supreme Court, Kings County. Alec graduated from the University of Colorado with a B.A. in Philosophy in 2012.

Selected Published Decisions:

Jancik v. WebMD LLC, 2025 WL 560705 (N.D. Ga. Feb. 20, 2025), certifying the first ever contested class under the federal Video Privacy Protection Act.

Metzner v. Quinnipiac Univ., 528 F. Supp. 3d 15, 37 (D. Conn. 2021), denying motion to dismiss claims for breach of contract and unjust enrichment.

Saleh v. Nike, Inc., 562 F. Supp. 3d 503 (C.D. Cal. 2021), denying motion to dismiss wiretapping claim under the California Invasion of Privacy Act.

Kaupelis v. Harbor Freight Tools USA, Inc., 2020 WL 5901116 (C.D. Cal. Sept. 23, 2020), granting class certification of multistate class of purchasers of allegedly defective chainsaws.

Williams v. Facebook, Inc., 498 F. Supp. 3d 1189 (N.D. Cal. 2019), denying motion to dismiss claims for fraud, intrusion upon seclusion, invasion of privacy, unjust enrichment.

Selected Class Settlements:

Gregorio v. Premier Nutrition Corp., Case No. 17-cv-05987-AT (S.D.N.Y. 2019) – final approval granted for class settlement to resolve claims of protein shake purchasers for alleged false advertising.

Wright v. Southern New Hampshire Univ., Case No. 1:20-cv-00609-LM (D.N.H. 2021) – final approval granted for class settlement to resolve claims over COVID-19 tuition and fee refunds to students.

Mendoza et al. v. United Industries Corp., Case No. 21PH-CV00670 (Phelps Cnty. Mo. 2021) – final approval granted for class settlement to resolve false advertising claims on insect repellent products.

Kaupelis v. Harbor Freight Tools USA, Inc., Case No. 8:19-cv-01203-JVS-DFM (C.D. Cal. 2021) – final approval granted for class settlement involving allegedly defective and dangerous chainsaws.

Rocchio v. Rutgers Univ., Case No. MID-L-003039-20 (Middlesex Cnty. N.J. 2021) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

Malone v. Western Digital Corporation, Case No. 5:20-cv-03584-NC (N.D. Cal.) – final approval granted for class settlement to resolve false advertising claims on hard drive products.

Frederick et al. v. ExamSoft Worldwide, Inc., Case No. 2021L001116 (DuPage Cnty. Ill. 2021) – final approval granted for class settlement to resolve claims over alleged BIPA violations with respect to exam proctoring software.

D'Amario et al. v. Univ. of Tampa, Case No. 7:20-cv-07344 (S.D.N.Y. 2022) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

Olin et al. v. Meta Platforms, Inc., Case No. 3:18-cv-01881-RS (N.D. Cal. 2022) – final approval granted for class settlement involving invasion of privacy claims.

Croft v. SpinX Games et al., Case No. 2:20-cv-01310-RSM (W.D. Wash. 2022) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

Armstead v. VGW Malta Ltd. et al., Case No. 22-CI-00553 (Henderson Cnty. Ky. 2023) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

Barbieri v. Tailored Brands, Inc., Index No. 616696/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

Metzner et al. v. Quinnipiac Univ., Case No. 3:20-cv-00784 (D. Conn.) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

In re GE/Canon Data Breach, Case No. 1:20-cv-02903 (S.D.N.Y.) – final approval granted for class settlement to resolve data breach claims.

Davis v. Urban Outfitters, Inc., Index No. 612162/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

Armstead v. VGW Malta LTD et al., Civil Action No. 22-CI-00553 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

Casler et al. v. Mclane Company, Inc. et al., Index No. 616432/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

Wyland v. Woopla, Inc., Civil Action No. 2023-CI-00356 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

Graziano et al. v. Lego Systems, Inc., Index No. 611615/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

Lipsky et al. v. American Behavioral Research Institute, LLC, Case No. 50-2023-CA-011526-XXXX-MB (Palm Beach Cnty. Fl.) – final approval granted to resolve allegedly deceptive automatic renewal and product efficacy claims.

Whiting v. Yellow Social Interactive Ltd., Civil Action No. 2023-CI-00358 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

STEPHEN BECK

Stephen is a Partner with Bursor & Fisher, P.A. Stephen focuses his practice on complex civil litigation and class actions.

Stephen is admitted to the State Bar of Florida and is a member of the bars of the United States District Courts for the Southern and Middle Districts of Florida, the Eastern District of Missouri, and the Northern District of Illinois.

Stephen received his Juris Doctor from the University of Miami School of Law in 2018. During law school, Stephen received an Honors distinction in the Litigation Skills Program and was awarded the Honorable Theodore Klein Memorial Scholarship for excellence in written and oral advocacy. Stephen also received the CALI Award in Legislation for earning the highest grade on the final examination. Stephen graduated from the University of North Florida with a B.A. in Philosophy in 2015.

MAX S. ROBERTS

Max Roberts is a Partner in Bursor & Fisher's New York office. Max focuses his practice on class actions concerning data privacy and consumer protection. Max was a Summer Associate with Bursor & Fisher prior to joining the firm.

Since 2023, Max has been named "Rising Star" in the New York Metro Area by Super Lawyers®.

Max received his Juris Doctor from Fordham University School of Law in 2019, graduating *cum laude.* During law school, Max was a member of Fordham's Moot Court Board, the Brennan Moore Trial Advocates, and the Fordham Urban Law Journal, for which he published a note entitled *Weaning Drug Manufacturers Off Their Painkiller: Creating an Exception to the Learned Intermediary Doctrine in Light of the Opioid Crisis*. In addition, Max served as an intern to the Honorable Vincent L. Briccetti of the Southern District of New York and worked as an intern in the Fordham Criminal Defense Clinic. Max graduated from Johns Hopkins University in 2015 with a B.A. in Political Science.

Outside of the law, Max is an avid triathlete.

Selected Published Decisions:

Huertas v. Bayer US LLC, 120 F.4th 1169 (3d Cir. 2024), reversing district court and holding plaintiffs had alleged an injury-in-fact sufficient for Article III standing. Max personally argued the appeal before the Third Circuit, which can be listened to here.

Jackson v. Amazon.com, Inc., 65 F.4th 1093 (9th Cir. 2023), affirming district court's denial of motion to compel arbitration. Max personally argued the appeal before the Ninth Circuit, which can be viewed here.

Javier v. Assurance IQ, LLC, 2022 WL 1744107 (9th Cir. May 31, 2022), reversing district court and holding that Section 631 of the California Invasion of Privacy Act requires prior consent to wiretapping. Max personally argued the appeal before the Ninth Circuit, which can be viewed here.

Mora v. J&M Plating, Inc., 213 N.E.3d 942 (Ill. App. Ct. 2d Dist. 2022), reversing circuit court and holding that Section 15(a) of Illinois' Biometric Information Privacy Act requires an entity to establish a retention and deletion schedule for biometric data at the first moment of possession. Max personally argued the appeal before the Second District, which can be listened to here.

Newman v. Bayer Corp., 348 F.R.D. 567 (S.D.N.Y. 2025), certifying class of New York purchases of "One A Day" gummy multivitamins.

Deivaprakash v. Condé Nast Digital, 798 F. Supp. 3d 1100 (N.D. Cal. 2025), denying motion to dismiss alleged violations of California pen register statute.

Shah v. Fandom, Inc., 754 F. Supp. 3d 924 (N.D. Cal. 2024), denying motion to dismiss alleged violations of California pen register statute.

Yockey v. Salesforce, Inc., 745 F. Supp. 3d 945 (N.D. Cal. 2024), denying motion dismiss alleged violations of California and Pennsylvania wiretapping statutes.

Rancourt v. Meredith Corp., 2024 WL 381344 (D. Mass. Jan. 11, 2024), denying motion to dismiss alleged violations of federal Video Privacy Protection Act, and finding personal jurisdiction over operator of mobile application.

Saunders v. Hearst Television, Inc., 711 F. Supp. 3d 24 (D. Mass. 2024), denying motion to dismiss alleged violations of federal Video Privacy Protection Act.

Cristostomo v. New Balance Athletics, Inc., 647 F. Supp. 3d 1 (D. Mass. 2022), denying motion to dismiss and motion to strike class allegations in case involving sneakers marketed as "Made in the USA."

Selected Class Settlements:

Sholopa v. Turk Hava Yollari A.O. (d/b/a Turkish Airlines), Case No. 1:20-cv-3294-ALC (S.D.N.Y. 2023) – final approval granted for $14.1 million class settlement to resolve claims of passengers whose flights with Turkish Airlines were cancelled due to COVID-19 and who did

not receive refunds.

Payero v. Mattress Firm, Inc., Case No. 7:21-cv-3061-VB (S.D.N.Y. 2023) – final approval granted for $4.9 million class settlement to resolve claims of consumers who purchased allegedly defective bed frames.

Miranda v. Golden Entertainment (NV), Inc., Case No. 2:20-cv-534-AT (D. Nev. 2021) – final approval granted for class settlement valued at over $4.5 million to resolve claims of customers and employees of casino company stemming from data breach.

Malone v. Western Digital Corp., Case No. 5:20-cv-3584-NC (N.D. Cal. 2021) – final approval granted for class settlement valued at $5.7 million to resolve claims of hard drive purchasers for alleged false advertised.

Frederick v. ExamSoft Worldwide, Inc., Case No. 2021-L-001116 (18th Judicial Circuit Court DuPage County, Illinois 2021) – final approval granted for $2.25 million class settlement to resolve claims of Illinois students for alleged violations of the Illinois Biometric Information Privacy Act.

Bar Admissions

- New York State
- California
- Massachusetts
- Southern District of New York
- Eastern District of New York
- Northern District of New York
- Northern District of California
- Central District of California
- Eastern District of California
- Southern District of California
- District of Massachusetts
- Northern District of Illinois
- Central District of Illinois
- Eastern District of Michigan
- District of Colorado
- First Circuit Court of Appeals
- Second Circuit Court of Appeals
- Third Circuit Court of Appeals
- Seventh Circuit Court of Appeals
- Ninth Circuit Court of Appeals

ANDREW J. OBERGFELL

Andrew Obergfell is Counsel with Bursor & Fisher, P.A. Andrew focuses his practice on complex civil litigation and class actions.

Andrew graduated from Drew University with *summa cum laude* distinction. While at Drew University, Andrew was captain of the varsity baseball team. Andrew was inducted into the Phi Beta Kappa honor society and was President of the college's chapter of the Pi Sigma Alpha political science honor society.

Andrew attended Seton Hall University School of Law, where he obtained his law degree with *magna cum laude* distinction, and was inducted into the prestigious Order of the Coif honor society. While in law school, Andrew was an editor and published author for the Seton Hall Law Review, participated in the Impact Litigation Clinic, and was a member of the Interscholastic Moot Court Board. As part of the Interscholastic Moot Court Board, Andrew received the

national best-brief award in the 2015 ABA National Appellate Advocacy Competition, as well as the 2015 best student-written brief of the year award as recognized by Scribes, the American Society of Legal Writers.

Prior to joining the firm, Andrew practiced at an AmLaw 100 law firm. He also clerked for The Honorable Douglas M. Fasciale in the New Jersey Superior Court, Appellate Division, in Newark, New Jersey.

Selected Published Decisions:

Kirkbride, et al. v. The Kroger Co., 349 F.R.D. 160 (S.D. Ohio April 9, 2025), granting class certification of three consumer classes of insured purchasers of prescription drugs at Kroger who allegedly overpaid for prescription drugs due to Kroger's usual and customary price reporting practices, and denying Defendant's *Daubert* motions directed at certain of Plaintiffs' experts.

DANIEL GUERRA

Daniel Guerra is Counsel with Bursor & Fisher, P.A. Dan focuses his practice on complex civil litigation and consumer class actions.

Prior to working at Bursor & Fisher, Dan practiced at a national law firm in San Francisco. He helped represent various companies during internal investigations and in complex civil litigation, including product liability litigation and commercial disputes. He also advised clients on a range of matters including regulatory compliance, litigation risk assessment, and product counseling.

Dan is admitted to the State Bar of California, all California Federal District Courts, and the United States District Court for the Western District of Texas.

Dan received his Juris Doctor from the University of California Law, San Francisco (formerly U.C. Hastings College of the Law) in 2009.

STEFAN BOGDANOVICH

Stefan Bogdanovich is an Associate with Bursor & Fisher, P.A. Stefan litigates complex civil and class actions typically involving privacy, intellectual property, entertainment, and false advertising law.

Prior to working at Bursor & Fisher, Stefan practiced at two national law firms in Los Angeles. He helped represent various companies in false advertising and IP infringement cases, media companies in defamation cases, and motion picture producers in royalty disputes. He also advised corporations and public figures on complying with various privacy and advertising laws and regulations.

Stefan is admitted to the State Bar of California and all of the California Federal District Courts. He is also a Certified Information Privacy Professional.

Stefan received his Juris Doctor from the University of Southern California Gould School of Law in 2018, where he was a member of the Hale Moot Court Honors Program and the Trial Team. He received the highest grade in his class in three subjects, including First Amendment Law.

Selected Published Decisions:

Young v. NeoCortext, Inc., 690 F.Supp. 3d 1091 (C.D. Cal. 2023), *aff'd*, No. 23-55772, 2024 WL 4987254 (9th Cir. Dec. 5, 2024), denying anti-SLAPP motion to strike reality TV actor's class action complaint alleging a face-swap app developer violated California's right of publicity law by marketing its app using movie and TV clips of plaintiff and other well-known Californians without their permission. Both the trial and appeal courts rejected app developer's defenses that its marketing was transformative use under the First Amendment or that plaintiff's publicity claim was preempted by the Copyright Act as a matter of law.

Lawrence v. Finicity Corp., 716 F. Supp. 3d 851 (E.D. Cal. 2024), *remanded on other grounds*, No. 24-1737, 2025 WL 547375 (9th Cir. Feb. 19, 2025), denying motion to dismiss California and Utah anti-phishing law claims against company alleged to collect FinTech app users' bank account credentials by designing spoofed bank log-in screens that misappropriated bank URLs, bank theme colors, and bank trademarked logos.

Berryman v. Reading Int'l, Inc., 763 F. Supp. 3d 596 (S.D.N.Y. 2025), first case denying motion to dismiss Video Privacy Protection Act claim against movie theater operator because it streamed movie trailers on its website and shared video consumption history with third-parties.

Summerville v. Gotham Comedy Found. Inc., 765 F. Supp. 3d 293, 2025 WL 8644 (S.D.N.Y. Feb. 24, 2025), first case denying motion to dismiss New York Arts & Cultural Affairs Law § 25.07(4) claim based on plaintiff suffering an informational injury for failing to receive the all-in price of his event tickets at the outset of the transaction.

Rodriguez v. Festival Fun Parks, LLC, 763 F. Supp. 3d 336 (E.D.N.Y. 2025), denying waterpark's motion to compel arbitration based on hyperlinked terms of use on a checkout screen.

Selected Class Settlements:

Awad v. AMC Entertainment Holdings, Inc., Index No. 07322/2024 (Sup. Ct. Nassau Cnty. 2024), final approval granted for $12.3 million class settlement to resolve claims for alleged New York ticket fee claims.

Fan v. NBA Properties, Inc., Case No. 3:23-cv-05069-SI (N.D. Cal. 2025), final approval granted for $7.05 million class settlement to resolve alleged Video Privacy Protection Act claims against a video NFT marketplace.

Presson v. Alamo Intermediate II Holdings, Case No. 1:23-cv-00170-ER (S.D.N.Y. 2025), final approval granted for $7.075 million class settlement to resolve claims for alleged New York ticket fee claims.

Jones v. Regal Cinemas, Inc., Case No. 1:23-cv-11145 (S.D.N.Y. 2025), final approval granted for $2.5 million settlement to resolve claims for alleged New York ticket fee claims.

SPENCER N. MIGOTSKY

Spencer Migotsky is an Associate with Bursor & Fisher, P.A. Spencer focuses his practice on data privacy, complex commercial litigation, and consumer class actions. He has experience litigating data privacy class actions under the California Invasion of Privacy Act, the federal Video Privacy Protection Act, and the Arizona Telephone, Utility, and Communication Service Records Act.

Prior to joining Bursor & Fisher, Spencer practiced at a national law firm in New York City. He is admitted to the State Bar of New York and is a member of the bars of the United States District Courts for the Southern District of New York and the Eastern District of New York. Spencer received his J.D. from Harvard Law School in 2019. In 2014, Spencer graduated magna cum laude from New York University with a B.A. in Economics.

JULIA K. VENDITTI

Julia K. Venditti is an Associate with Bursor & Fisher, P.A. Julia focuses her practice on complex civil litigation and class actions. Julia was a Summer Associate with Bursor & Fisher prior to joining the firm.

Julia is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Julia received her Juris Doctor in 2020 from the University of California, Hastings College of the Law, where she graduated *cum laude* with two CALI Awards for the highest grade in her Evidence and California Community Property classes. During law school, Julia was a member of the UC Hastings Moot Court team and competed at the Evans Constitutional Law Moot Court Competition, where she finished as a national quarterfinalist and received a best brief award. Julia was also inducted into the UC Hastings Honors Society and was awarded Best Brief and an Honorable Mention for Best Oral Argument in her First-Year Moot Court section. In addition, Julia served as a Research Assistant for her Constitutional Law professor, as a Teaching Assistant for Legal Writing & Research, and as a Law Clerk at the San Francisco Public Defender's Office. In 2017, Julia graduated *magna cum laude* from Baruch College/CUNY, Weissman School of Arts and Sciences, with a B.A. in Political Science.

JULIAN DIAMOND

Julian Diamond is an Associate with Bursor & Fisher, P.A. Julian focuses his practice on privacy law and class actions. Julian was a Summer Associate with Bursor & Fisher prior to joining the firm.

Julian received his Juris Doctor from Columbia Law School, where he was a Harlan Fiske Stone Scholar. During law school, Julian was Articles Editor for the Columbia Journal of Environmental Law. Prior to law school, Julian worked in education. Julian graduated from California State University, Fullerton with a B.A. in History and a single subject social science teaching credential.

MATTHEW GIRARDI

Matt Girardi is an Associate with Bursor & Fisher, P.A. Matt focuses his practice on complex civil litigation and class actions, and has focused specifically on consumer class actions involving illegal gambling, privacy violations, financial misconduct, and false advertising. Matt was a Summer Associate with Bursor & Fisher prior to joining the firm.

Matt is admitted to the State Bar of New York, and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the Eastern District of Michigan, the Western District of Michigan, the Northern District of Illinois, the District of Colorado, the First Circuit Court of Appeals, and the Ninth Circuit Court of Appeals.

Matt received his Juris Doctor from Columbia Law School in 2020, where he was a Harlan Fiske Stone Scholar. During law school, Matt was the Commentary Editor for the Columbia Journal of Tax Law, and represented fledgling businesses for Columbia's Entrepreneurship and Community Development Clinic. In addition, Matt worked as an Honors Intern in the Division of Enforcement at the U.S. Securities and Exchange Commission. Matt graduated from Brown University in 2016 with a B.A. in Economics, and worked as a Paralegal Specialist at the U.S. Department of Justice in the Antitrust Division prior to law school.

Selected Published Decisions:

Galli v. DemandScience US, LLC, --- F.Supp.3d ----, 2026 WL 2389771 (D. Mass. Aug. 17, 2026), denying motion to dismiss class action complaint alleging unlawful publication of private individuals' cellular telephone numbers in violation of Colorado Prevention of Telemarketing Fraud Act.

Myslivecek v. FCA US LLC, --- F.Supp.3d ----, 2026 WL 1333763 (E.D. Mich. May 13, 2026), denying in part motion to dismiss class action complaint alleging sale of vehicles containing a dangerous clutch defect.

Baker v. CVS Health Corp., 717 F. Supp. 3d 188, 192 (D. Mass. 2024), denying motion to dismiss class action complaint alleging employer unlawfully subjected Plaintiff to a lie

detector test and failed to provide him required notice of his statutory rights under Massachusetts Lie Detector Statute.

Selected Class Settlements:

Armstead v. VGW Malta Ltd. et al., Case No. 22-CI-00553 (Henderson Cnty. Ky. 2023) – final approval granted for $11.75 million class settlement involving allegedly deceptive and/or illegal gambling practices.

Edwards v. Mid-Hudson Valley Federal Credit Union, Case No. 22-cv-00562-TJM-CFH (N.D.N.Y. 2023) – final approval granted for $2.2 million class settlement to resolve claims that an upstate New York credit union was unlawfully charging overdraft fees on accounts with sufficient funds.

Fischer, et al. v. Instant Checkmate LLC, et al., No. 19-cv-04892 (N.D. Ill. 2024) – final approval granted for state-by-state non-reversionary cash settlements involving alleged violations of right of publicity statutes totaling in excess of $10.1 million.

Wyland v. Woopla, Inc., Civil Action No. 2023-CI-00356 (Henderson Cir. Ct. Ky. 2023) – final approval granted for $835,000 class settlement involving allegedly deceptive and/or illegal gambling practices.

Whiting v. Yellow Social Interactive Ltd., Civil Action No. 2023-CI-00358 (Henderson Cir. Ct. Ky. 2023) – final approval granted for $1.32 million class settlement involving allegedly deceptive and/or illegal gambling practices.

KAILI LYNN

Kaili Lynn is an Associate in Bursor & Fisher's Walnut Creek office, where she focuses her practice on complex civil litigation and class actions involving data privacy and consumer protection. She is admitted to the State Bars of California and Kentucky.

Kaili earned her Juris Doctor from the University of Southern California, Gould School of Law in 2020. During law school, she was a member of the Hale Moot Court Honors Program and the International Human Rights Clinic. In 2016, Kaili graduated from the Georgia Institute of Technology with highest honors earning a Bachelor of Science in International Affairs and Modern Languages.

Prior to joining Bursor & Fisher, Kaili served as a trial attorney for the Kentucky Department of Public Advocacy, where she litigated cases involving indigent juveniles and adults charged with misdemeanor and felony offenses. Kaili also worked for two law firms in Southern California, gaining experience in appellate practice and class action litigation.

JENNA GAVENMAN

Jenna Gavenman is an Associate with Bursor & Fisher, P.A. Jenna focuses her practice on complex civil litigation and consumer class actions. Jenna was a Summer Associate and a

part-time intern with Bursor & Fisher prior to joining the firm as a full-time Associate in September 2022.

Jenna is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Jenna received her Juris Doctor in 2022 from the University of California, Hastings College of the Law (now named UC Law SF). During law school, she was awarded an Honorable Mention for Best Oral Argument in her First-Year Moot Court section. Jenna also participated in both the Medical Legal Partnership for Seniors (MLPS) and the Lawyering for Children Practicum at Legal Services for Children—two of UC Hastings's nationally renowned clinical programs. Jenna was awarded the Clinic Award for Outstanding Performance in MLPS for her contributions to the clinic. In addition, Jenna volunteered with her law school's Legal Advice and Referral Clinic and as a LevelBar Mentor.

In 2018, Jenna graduated *cum laude* from Villanova University with a B.A. in Sociology and Spanish (double major). Jenna was a Division I athlete, competing on the Villanova Women's Water Polo varsity team for four consecutive years.

IRA ROSENBERG

Ira Rosenberg is an Associate with Bursor & Fisher, P.A. Ira focuses his practice on complex civil litigation and class actions.

Ira received his Juris Doctor in 2022 from Columbia Law School. During law school, Ira served as a Student Honors Legal Intern with Division of Enforcement at the U.S. Securities and Exchange Commission. Ira also interned during law school in the Criminal Division at the United States Attorney's Office for the Southern District of New York and with the Investor Protection Bureau at the Office of the New York State Attorney General. Ira graduated in 2018 from Beth Medrash Govoha with a B.A. in Talmudic Studies.

LUKE SIRONSKI-WHITE

Luke Sironski-White is an Associate with Bursor & Fisher, P.A., focusing on complex civil litigation and consumer class actions. Luke joined the firm as a full-time Associate in August 2022.

Luke is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Luke received his Juris Doctor in 2022 from the University of California, Berkeley School of Law. During law school, Luke was on the board of the Consumer Advocacy and Protection Society (CAPS), edited for the Berkeley Journal of Employment and Labor Law, and volunteered with the Prisoner Advocacy Network.

In 2017, Luke graduated from the University of Chicago with a B.A. in Anthropology. Before entering the field of law Luke was a professional photographer and filmmaker.

INES DIAZ

Ines Diaz is an Associate with Bursor & Fisher, P.A. Ines focuses her practice on complex civil litigation and class actions.

Ines is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Ines received her Juris Doctor in 2023 from the University of California, Berkeley School of Law. During law school, Ines served as an Executive Editor of the California Law Review. She also served as an intern with the East Bay Community Law Center's Immigration Clinic and as a Fellow of the Berkeley Law Academic Skills Program. Additionally, Ines served as an instructor with the University of California, Berkeley Extension, Legal Studies Global Access Program where she taught legal writing to international law students. In 2021, Ines was selected for a summer externship at the California Supreme Court where she served as a judicial extern for the Honorable Mariano-Florentino Cuéllar.

CAROLINE C. DONOVAN

Caroline C. Donovan is an Associate with Bursor & Fisher, P.A. Caroline focuses her practice on complex civil litigation, data protection, mass arbitration, and class actions. Caroline interned with Bursor & Fisher during her third year of law school before joining full time in Fall 2023.

Caroline is admitted to the State Bar of New York.

Caroline received her Juris Doctor in 2023 from Brooklyn Law School. During law school, Caroline was a member of the Moot Court Honor Society Trial Division, where she was chosen to serve as a National Team Member. Caroline competed and coached in numerous competitions across the country, and placed second at regionals in AAJ's national competition in both her second and third year of law school. Caroline was also the President of the Art Law Association, and the Treasurer of the Labor and Employment Law Association.

During law school, Caroline was a judicial intern for Judge Kenneth W. Chu of the National Labor Relations Board. She also interned at the United States Attorney's Office in the Eastern District of New York, as well as a securities class action firm.

JOSHUA B. GLATT

Joshua Glatt is an Associate with Bursor & Fisher, P.A. Joshua focuses his practice on complex civil litigation and consumer class actions. Joshua was a Summer Associate with Bursor & Fisher prior to joining the firm as an Associate.

Joshua is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Joshua earned his Juris Doctor from the University of California College of the Law, San Francisco (formerly U.C. Hastings). While there, he received a CALI Award for earning the highest grade in Constitutional Law II and served on the executive boards of the Jewish Law Students Association and the American Constitution Society. Prior to law school, Joshua graduated *summa cum laude* from the Walter Cronkite School of Journalism and Mass Communication at Arizona State University in 2016 and earned a master's degree from the University of Southern California in 2018.

JOSHUA R. WILNER

Joshua Wilner is an Associate with Bursor & Fisher, P.A. Joshua focuses his practice on complex civil litigation, data privacy, consumer protection, and class actions. Joshua was a Summer Associate at Bursor & Fisher prior to joining the firm full time in Fall 2023.

Joshua is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Joshua received his Juris Doctor in 2023 from Berkeley Law. During law school, he received the American Jurisprudence Award for Constitutional Law.

During law school, Joshua served on the board of the Berkeley Journal of Employment and Labor Law. Joshua also interned at Disability Rights California, Legal Aid at Work, and a private firm that worked closely with the ACLU of Northern California to enforce the California Racial Justice Act. In 2022 and 2023, Joshua worked as a research assistant for Professor Abbye Atkinson.

VICTORIA ZHOU

Victoria Zhou is an Associate in Bursor & Fisher's New York office. Victoria focuses her practice on class actions concerning data privacy and consumer protection.

Victoria is admitted to the State Bar of New York.

Victoria received her Juris Doctor from Fordham Law School in 2023. During law school, Victoria served as an Associate Editor of the Moot Court Board and competed in multiple mock trial competitions as a member of the Brendan Moore Trial Advocates. In addition, Victoria served as a judicial extern to Chief Judge Mark A. Barnett of the United States Court of International Trade. In 2019, Victoria graduated *magna cum laude* from Fei Tian College with a B.F.A. in Classical Dance.

KYLE D. GORDON

Kyle Gordon is an Associate with Bursor & Fisher, P.A. Kyle focuses his practice on class actions concerning data privacy and consumer protection. Kyle was a Summer Associate with Bursor & Fisher prior to joining the firm.

Kyle is admitted to the State Bar of New York.

Kyle received his Juris Doctor from Columbia Law School in 2023, where he was a Harlan Fiske Stone Scholar. During law school, Kyle was a Staff Editor for the Columbia Science and Technology Law Review. In 2020, Kyle graduated *summa cum laude* from New York University with a B.A. in Politics and became a member of Phi Beta Kappa. Prior to law school, Kyle interned in the Clerk's Office of the United States District Court for the District of Columbia.

ELEANOR R. GRASSO

Eleanor Grasso is an Associate with Bursor & Fisher, P.A. Eleanor focuses her practice on complex civil litigation, including data privacy and consumer protection class actions.

Eleanor is admitted to the State Bars of New York and Florida, and is a member of the bars of the United States District Courts for the Southern District of New York and Eastern District of New York.

Eleanor earned her Juris Doctor from Fordham University School of Law. During law school, Eleanor was a member of the Fordham Journal of Intellectual Property, Media & Entertainment Law, serving as Symposium Editor for Volume XXXIV. Eleanor was also a member of the Brendan Moore Trial Advocacy Team, served as a Research Assistant, and was a member of the Board of Student Advisors.

Throughout her time in law school, Eleanor interned for the Office of the Public Defender for the Sixth Judicial Circuit of Florida in the Misdemeanor Unit, the Office of the Federal Public Defender for the Middle District of Tennessee in the Capital Habeas Unit, the ACLU of Florida, and for the Honorable Kiyo A. Matsumoto in the United States District Court for the Eastern District of New York. Eleanor was a Summer Associate with Bursor & Fisher and also interned part-time during her third year of law school.

Eleanor earned her Bachelors from the University of Florida, with a double-major in Criminology & Law and Political Science and a minor in French & Francophone studies.

LOGAN HAGERTY

Logan Hagerty is an Associate with Bursor & Fisher, P.A. Logan is admitted to the State Bar of New York and the Southern District of New York.

Logan received his Juris Doctor from Boston College Law School in 2024, where he received a certificate in Land & Environmental Law.

During law school, Logan was President of the Environmental Law Society. In addition, Logan worked for a class action firm, a general practice firm, and interned at a Massachusetts state agency.

Logan earned his Bachelors from St. Lawrence University, where he graduated magna cum laude with a double major in History and Environmental Studies and a minor in African Studies. He is also a member of Phi Beta Kappa.

KAREN VALENZUELA

Karen Valenzuela is an Associate with Bursor & Fisher, P.A. Karen focuses her practice on complex civil litigation and class actions. Karen was a Summer Associate and a part-time intern with Bursor & Fisher prior to joining the firm as a full-time Associate.

Karen is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Karen received her Juris Doctor in 2024 from the University of California, Berkeley School of Law. During law school, Karen was part of the Consumer Protection Public Policy Order, and interned for the Los Angeles County Public Defender's Office. Karen also participated in the International Human Rights Law Clinic, La Alianza Workers' and Tenants' Rights Clinic, and the Death Penalty Clinic.

Prior to law school, Karen graduated from the University of California, Berkeley with a B.A. in Gender and Women's Studies and a minor in Global Poverty and Practice.

LAUREN A. VANHEMEL

Lauren A. VanHemel is an Associate with Bursor & Fisher, P.A. Lauren focuses her practice on complex civil litigation, data privacy, and class actions. She was a Summer Associate and part-time law clerk with Bursor & Fisher before joining the firm full time in Fall 2025.

Lauren is admitted to the State Bar of Florida. She received her Juris Doctor in 2025 from the University of Florida Levin College of Law. During law school, Lauren served as internal vice president of the Florida Moot Court Team and notes & comments editor of the UF Journal of Law and Public Policy. Lauren competed and coached numerous moot court competitions, winning best brief and second overall at the 2023-2024 McGee National Civil Rights Moot Court Competition and second-best brief at the 2024-2025 NAAC ABA Philadelphia Regional Competition.

Prior to law school, Lauren graduated cum laude from the University of Florida with a B.A. in Criminology in 2022.

ZACHARY J. BRAVERMAN

Zachary J. Braverman is an Associate with Bursor & Fisher, P.A. Zach focuses his practice on complex civil litigation, labor and employment, consumer protection, and class actions. Zach was a Summer Associate and part-time law clerk with Bursor & Fisher prior to joining the firm as a full-time associate.

Zach is admitted to the State Bar of New York. He earned his Juris Doctor from Brooklyn Law School. During law school, Zach was a member of The Brooklyn Sports and Entertainment Law Society and The Brooklyn Journal of Corporate, Financial and Commercial Law, serving as an Articles Editor and publishing a note. Zach also studied international law at The University of Amsterdam.

Prior to law school, Zach graduated from Binghamton University with a B.S. in Financial Economics and B.A. in Philosophy, Politics, and Law.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

JUDY KIRKBRIDE and BEETA LEWIS, individually and on behalf of all others similarly situated, Plaintiffs, vs. THE KROGER CO., Defendant.	Case No. 2:21-cv-00022-DRC-SCS District Judge Douglas R. Cole Magistrate Judge S. Courter Shimeall

DECLARATION OF JOSHUA D. ARISOHN IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

I, Joshua D. Arisohn, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am the Owner of Arisohn LLC, which has been preliminarily appointed as Co-Class Counsel[1] in this action. I am an attorney at law licensed to practice in the State of New York and am admitted *pro hac vice* in this action. I make this Declaration in support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards and am fully competent to do so. I have personal knowledge of all matters set forth herein unless otherwise indicated, and, if called upon to testify, I could and would competently do so.

[1] In the Court's June 24, 2026 Opinion & Order granting Plaintiffs' motion for preliminary approval, the Court appointed Bursor & Fisher, P.A., Smith Krivoshey PC, and Arisohn LLC as class counsel pursuant to Rule 23(g). *See* ECF No. 164, at 8 ("Finally, this Court finds that the attorneys at Bursor & Fisher, P.A., Smith Krivoshey P.C., and Arisohn LLC should be appointed as class counsel under Fed. R. Civ. P. 23(g) . . ."), ECF No. 165, at 8. While that appointment is preliminary pending final approval, for ease of reference, and consistent with the defined terms in the Settlement Agreement, Bursor & Fisher, P.A., Smith Krivoshey PC, and Arisohn LLC are referred to herein as Class Counsel.

2. During the pre-suit investigation phase beginning in or about July 2020 and continuing through December 2024, I was a Partner at Bursor & Fisher, P.A. I founded Arisohn LLC in January 2025.

I. OVERVIEW OF THE LITIGATION AND THE SETTLEMENT

A. Pre-Suit Investigation, the Pleading Stage, and Pre-Class Certification Discovery

3. Beginning in July of 2020, while in the role of Partner at Bursor & Fisher, P.A., I began a pre-suit investigation into The Kroger Co.'s ("Defendant" or "Kroger") Savings Club ("Savings Club" or "RxSC"), namely whether Kroger was reporting inflated usual & customary ("U&C") prices in connection with insured transactions. While there had been a few similar class actions filed against other pharmacies, notably in *Washington v. CVS Pharmacy, Inc.*, 4:15-cv-03504-YGR (N.D. Cal.) and *Russo, et al. v. Walgreen Co.*, No. 1:17-cv-02246 (N.D. Ill.), this matter presented a unique circumstance and therefore our pre-suit investigation was extensive and involved in-depth research into the facts and circumstances of the case, as well as applicable law. In addition to factual and legal research, we interviewed potential class members regarding their individual experiences and retained a consulting expert to assist with the investigation. The pre-suit investigation phase included devoting substantial attorney time and resources as well as out-of-pocket investment in expert resources before filing a complaint.

4. Following the pre-suit investigation outlined above, on January 5, 2021, we filed our initial Class Action Complaint ("Complaint") in this matter on behalf of Judy Kirkbride. *See Kirkbride, et al. v. The Kroger Co.*, Case No., 2:21-cv-00022-ALM- SCS (S.D. Ohio), ECF No. 1. After filing the Complaint, I continued to keep abreast of related litigations, including the *Washington* and *Russo* actions.

5. Kroger did not appear within the time to file a responsive pleading to the Complaint. Therefore, I drafted and filed a request for entry of default against Defendant. *See* ECF No. 7. Shortly after filing the request for default, I was contacted by counsel for Defendant and negotiated a stipulation to extend time for Defendant to respond to the Complaint. *See* ECF No. 10.

6. On February 23, 2021, Magistrate Judge Deavers (then assigned to the case) set a Preliminary Pretrial Conference for March 23, 2021. *See* ECF No. 12. In preparation for the Preliminary Pretrial Conference, I drafted a proposed Rule 26(f) report and held a Rule 26(f) conference with Defendant's counsel on March 12, 2021, after which the parties negotiated a final Rule 26(f) report. Plaintiff Kirkbride filed the Rule 26(f) report on March 16, 2021. *See* ECF No. 18.

7. Following the parties' Rule 26(f) conference, I served written discovery on Defendant, which included a first set of requests for production of documents to Defendant. Plaintiff's First Set of Requests for Production of Documents to Defendant included twelve (12) separate requests for production of documents seeking, *inter alia*, documents concerning Plaintiff Judy Kirkbride, Kroger's Savings Club prices and prices reported as U&C to third-party payers and/or pharmacy benefit managers, relevant contracts between Kroger and pharmacy benefit managers/third-party payers, and documents related to the Savings Club membership fee.

8. I also negotiated a protective order with Defendant to govern the production of documents by the parties, and the parties filed a joint motion for a protective order on March 24, 2021. *See* ECF No. 21. Judge Deavers entered the protective order on March 25, 2021. *See* ECF No. 22.

9. On March 29, 2021, Magistrate Judge Deavers set a status conference for April 5, 2021. I prepared for and attended the status conference with Magistrate Judge Deavers, wherein

Defendant expressed its intention to move to stay discovery pending its motion to dismiss. *See* ECF No. 24.

10. On April 9, 2021, Defendant filed a motion to stay discovery, which was accompanied by five exhibits. *See* ECF No. 25. I immediately reviewed and analyzed Defendant's motion to stay and drafted a response to the same. On April 12, 2021, Plaintiff Kirkbride filed an opposition to Defendant's motion to stay. *See* ECF No. 27.

11. Also on April 9, 2021, Defendant filed a motion to dismiss the Complaint pursuant to Federal Rule of Civil Procedure 12(b)(6) and 9(b). *See* ECF No. 26. Later, on April 16, 2021, Defendant filed a motion to strike Plaintiff Kirkbride's class allegations. *See* ECF No. 28. I reviewed and analyzed Defendant's motion to strike and began drafting a response to the same.

12. On or about April 15, 2021, I drafted Plaintiff's initial disclosures. I also worked on preparing an ESI protocol to govern the exchange of electronically stored information. Following negotiations, the parties entered into a protective order and an ESI protocol to govern the discovery process.

13. On or about April 16, 2021, Defendant served its initial disclosures. We reviewed and analyzed Defendant's initial disclosures.

14. Following Defendant's filing of its motion to dismiss, I drafted the First Amended Class Action Complaint ("FAC") (ECF No. 30). This process included analyzing the factual and legal claims of several additional Plaintiffs, namely Beeta Lewis, Patricia Berger, Lester Hatfield, and Melody Mackert. Plaintiff Judy Kirkbride, along with the new Plaintiffs listed above, filed the FAC on April 29, 2021. *See* ECF No. 30.[2]

[2] In the lead-up to Plaintiffs' motion for class certification, Plaintiffs Berger, Hatfield, and Mackert were dismissed without prejudice, leaving Plaintiffs Kirkbride and Lewis as class representatives.

15. On May 13, 2021, Defendant filed a motion to dismiss the FAC. *See* ECF No. 32-1. On May 19, 2021, Defendant filed a motion to strike the FAC, specifically to strike the class allegations pursuant to Federal Rule of Civil Procedure 23(d)(1)(D). *See* ECF No. 35. I reviewed and analyzed Defendant's motion to dismiss and drafted an opposition to the same. I also drafted an opposition to Defendant's motion to strike.

16. Plaintiffs filed an opposition to Defendant's motion to dismiss on May 21, 2021. *See* ECF No. 37. Plaintiffs filed an opposition to Defendant's motion to strike on May 25, 2021. *See* ECF No. 38.

17. On June 28, 2021, the Court granted Defendant's motion to stay discovery pending Defendant's motion to dismiss and motion to strike the class allegations. *See* ECF No. 41.

18. On July 12, 2022, the Court substantially denied Defendant's motion to dismiss and motion to strike. *See* ECF No. 42.

19. On July 21, 2022, the Court set a conference before Magistrate Judge Deavers scheduled for July 28, 2022. *See* ECF No. 43. In preparation for conference with Judge Deavers, I participated in a meet and confer call with Defendant's counsel and prepared for the conference.

20. On or about July 25, 2022, Defendant served its first set of requests for production of documents on Plaintiffs, which consisted of twenty-eight (28) separate requests for production of documents.

21. On or about July 25, 2022, Defendant served responses to Plaintiff's First Set of Requests for Production of Documents. Defendant raised numerous objections in its responses and heavily contested the scope and proportionality of the requested documents, including as it pertained to class discovery. The parties met and conferred regarding Defendant's responses and attempted to negotiate an appropriate compromise regarding Defendant's document production.

22. On July 26, 2022, I prepared for and attended a meet and confer call with Defendant's counsel to discuss outstanding discovery issues.

23. On July 26, 2022, Defendant filed an Answer to the FAC. *See* ECF No. 44. We reviewed and analyzed Defendant's Answer.

24. On July 27, 2022, Plaintiffs filed a motion to strike Defendant's affirmative defenses. *See* ECF No. 45.

25. On July 28, 2022, I prepared for and attended the status conference with Magistrate Judge Deavers. On the same day, Magistrate Judge Deavers lifted the stay in this matter. The parties were also instructed to file an amended Rule 26(f) report no later than August 5, 2022.

26. Shortly after the July 28, 2022 status conference with Magistrate Judge Deavers, I began researching and investigating potential experts, and interviewed the same, including Dr. Kenneth Schafermeyer.

27. On August 5, 2022, Plaintiffs filed an amended Rule 26(f) report. ECF No. 46. Prior to filing the amended Rule 26(f) report, I participated in a meet and confer call with defense counsel regarding the same and negotiated the contents of the parties' Rule 26(f) report.

28. On or about August 18, 2022, we sent Defendant a letter addressing several outstanding discovery issues and requesting a meet and confer call to address the same. On or about August 30, 2022, we received and reviewed a letter from Defendant responding to our August 18, 2022 letter related to Defendant's document production. On or about September 7, 2022, Defendant's counsel sent a letter to Class Counsel related to Plaintiffs' responses to Defendant's requests for production of documents, outlining numerous alleged deficiencies in Plaintiffs' responses. Meet and confer calls with Defendant's counsel followed on September 9, 2022 and September 16, 2022. On the September 16, 2022 meet and confer call, the parties

negotiated issues related to Defendant's production of transactional data relevant to Plaintiff and class members, Defendant's production of PBM contracts, and search terms. On or about September 23, 2022, Defendant sent Plaintiff a follow-up letter continuing the parties' negotiations following the September 9, 2022 and September 16, 2022 meet and confer calls concerning Plaintiffs' August 18, 2022 letter. Negotiations continued via e-mail, including regarding proposed search terms.

29. On August 18, 2022, I reviewed and analyzed Plaintiffs' reply in support of their motion to strike.

30. On or about August 24, 2022, Plaintiffs served their responses to Defendant's first set of requests for production of documents. Plaintiffs provided responses and objections to each of Defendant's twenty-eight (28) separate requests for production.

31. In response to Defendant's requests for production of documents, Class Counsel collected and reviewed responsive documents from Plaintiffs. On or about September 15, 2022, Plaintiffs Kirkbride and Lewis, and then Plaintiffs Berger and Mackert made an initial production of documents to Defendant.

32. In or around September 2022, I consulted with experts (namely Dr. Schafermeyer and Colin Weir) to begin preparing for class certification. We continued to consult with said experts throughout the discovery process.

33. On September 30, 2022, we received and reviewed a letter from Defendant regarding its first production of documents. Defendant produced 119 pages of documents in its initial production of documents. The same letter also addressed ongoing discovery issues and negotiations regarding the same. We reviewed Defendant's initial production of documents. On December 9, 2022, we received and reviewed a letter from Defendant regarding another production

of documents (Defendant produced documents on a rolling basis). Defendant produced an additional 658 pages of documents for a total of 779 pages of documents. On December 23, 2022, we received and reviewed a letter from Defendant regarding another production of documents for a total of 11,140 pages of documents. Defendant's letter also addressed several other open discovery issues. We received and reviewed additional documents from Defendant on a rolling basis, totaling over 22,000 pages of documents.

34. On October 4, 2022, the parties held a meet and confer call addressing, *inter alia*, Kroger's transaction data, search terms related to Defendant's production, issues regarding production relevant to certain PBMs, the formulary for the Savings Club, date restrictions for search of Defendant's custodial files, and issues related to Plaintiffs' productions. On or about October 5, 2022, Plaintiffs sent a letter to Defendant memorializing the meet and confer conference held the day before. The October 5, 2022 letter outlined the status of the parties' negotiations related to the above-referenced discovery issues, agreements related to custodians, the scope of Defendant's ESI search and production, Defendant's contracts with PBMs, Defendant's documents related to Medicare, and regarding Defendant's request for information related to Plaintiffs' drug purchases at other pharmacies.

35. On or about October 31, 2022, following email communications relating to discovery issues between the parties, Plaintiffs sent Defendant a follow-up letter addressing certain discovery issues, specifically Plaintiffs' production of documents and Defendant's production of Ohio and Texas Fee-For-Service Medicaid documents.

36. In or around early January 2023, the parties began negotiating a stipulation for production of pharmacy claims data by Defendant.

37. Also in January 2023, I drafted a letter request to the Court requesting a discovery conference to address several outstanding discovery disputes related to Defendant's production of documents. Specifically, the letter outlined important outstanding discovery issues related to Defendant's production of pharmacy claims data (particularly regarding Medicare plans), Kroger's contracts with certain PBMs regarding Medicare plans, and Kroger's contracts with other PBMs. The Court set a discovery conference for January 18, 2023 (ECF No. 52), and I prepared for the same, including holding a call with defense counsel on discovery issues in advance of the discovery conference. Defendant submitted a letter in response on January 17, 2023.

38. On January 18, 2023, I attended the discovery conference with Judge Deavers. At the discovery conference, Judge Deavers ordered that Defendant produce sales volumes for certain PBMs involved in relevant transactions. Following the discovery conference, the parties continued to correspond regarding outstanding discovery issues.

39. On January 23, 2023, Defendant filed an Amended Answer to Plaintiffs' FAC. *See* ECF No. 55. On January 24, 2023, Plaintiffs filed a renewed motion to strike Defendant's affirmative defenses. ECF No. 57. On September 5, 2023, the Court granted Plaintiffs' renewed motion to strike Defendants' affirmative defenses, striking one affirmative defense without prejudice and one affirmative defense and footnote with prejudice.

40. On or about February 7, 2023, following negotiations, the parties entered into a Stipulation As To Data wherein Plaintiffs and Defendant agreed to the scope of a data pull of pharmacy transaction records for purposes of the parties' briefing on the issue of class certification, without prejudice to a more extensive data pull if a class were certified.

41. On February 27, 2023, we received and reviewed a letter from Defendant regarding its production of a privilege log describing documents withheld from production through February

27, 2023. Defendant's privilege log contained eighty-three (83) separate entries. In the same letter, Defendant noted another rolling production of documents made therewith, bringing the total to 22,235 pages of documents.

42. In or about early February 2023, the parties negotiated an addendum to the protective order to facilitate discovery, particularly discovery from third parties. On March 6, 2023, the parties filed a joint motion for entry of an addendum to the protective order. ECF No. 59. Judge Deavers entered the addendum to the protective order on March 7, 2023. ECF No. 60.

43. In or about mid-March 2023, I began reviewing the relevant contracts related to Kroger, PBMs, and TPPs. Around the same time, I began preparing an initial draft of Plaintiff's motion for class certification.

44. On or about March 20, 2023, Defendant served its first set of interrogatories on Plaintiffs. Defendant's first set of interrogatories consisted of nine (9) individual interrogatories.

45. On April 12, 2023, I began drafting additional discovery requests to Defendant, including requests for admission. On or about April 20, 2023, Plaintiffs served their first set of requests for admission on Defendant, which consisted of four (4) separate requests for admission. Also on or about April 20, 2023, Plaintiffs served their first set of interrogatories, which consisted of seven (7) separate interrogatories.

46. In May 2023, I worked on preparing Plaintiffs' interrogatory responses. On or about May 17, 2023, Plaintiffs Kirkbride and Lewis and then Plaintiffs Berger and Mackert served responses to Defendant's first set of interrogatories, each Plaintiff responding to each of Defendant's nine interrogatories. Each Plaintiff participated in preparing the responses and signed verification pages to accompany the responses.

47. On or about May 26, 2023, Defendant produced an amended privilege log, which we reviewed and analyzed.

48. On or about June 2, 2023, Defendant served and we reviewed Defendant's responses to Plaintiffs' first set of requests for production of documents and first set of interrogatories.

49. Also on June 2, 2023, we received and reviewed a letter from Defendant itemizing certain alleged issues with Plaintiffs' document productions and Plaintiffs' responses to Defendant's first set of interrogatories.

50. In May 2023, I began drafting a Rule 30(b)(6) notice with topics for deposition to be served on Defendant.

51. On June 5, 2023, I received and reviewed a discovery letter from Defendant regarding outstanding discovery issues.

52. During this time, we continued to collect documents from the Plaintiffs and prepare the same for production.

53. On or about July 5, 2023, we sent letters in lieu of a subpoena to Plaintiff Kirkbride's, Plaintiff Lewis's, and Plaintiff Berger's insurers requesting certain documents relevant to Plaintiffs' claims but otherwise inaccessible to Plaintiffs. The letters contained ten (10) separate requests for documents. We reviewed responses to these requests and engaged with Plaintiffs' respective insurers regarding the same.

54. On July 14, 2023, Defendant served a notice of third-party subpoena for production and testimony on Caremark, LLC. Also on July 14, 2023, Defendant served a notice of third-party subpoena for production and testimony on Express Scripts. Inc.

55. On or about July 21, 2023, Plaintiffs served their second set of requests for production of documents on Defendant, which included four additional requests for production for a total of sixteen (16) requests for production across the first and second sets of requests for production of documents.

56. On or about July 25, 2023, Plaintiffs served their own notice of subpoena to third-party Express Scripts, Inc. and sent a subpoena for documents and testimony to Express Scripts, Inc., which included six (6) separate document requests and six (6) topics for examination.

57. On or about July 27, 2023, Defendant served on Plaintiff their second set of requests for production of documents on Plaintiffs, which included two (2) additional requests for production for a total of thirty (30) requests for production across Defendant's first and second sets of requests for production of documents.

58. Also on or about July 27, 2023, Defendant served a notice of subpoena and three third-party subpoenas on Advance PCS of Texas, Meritain Health, Inc., and Friday Health Plans, Inc. seeking production of documents from said entities. These subpoenas related to Plaintiffs' prescription drug purchases and related data and documents.

59. On or about July 28, 2023, Plaintiffs served their second set of interrogatories on Defendant, which included four (4) additional interrogatories for a total of eleven (11) interrogatories across the two sets.

60. Also on or about July 28, 2023, Plaintiffs served on Defendant a Rule 30(b)(6) notice of deposition for Defendant, which included a list of sixteen (16) topics to be covered at the deposition.

61. On or about August 7, 2023, Defendant served its first set of requests for admission on Plaintiffs, which contained thirteen (13) separate requests for admission.

62. On or about August 8, 2023, we received and reviewed correspondence from Express Scripts objecting to Plaintiffs' amended subpoena served on July 25, 2023. Express Scripts objected to each of Plaintiffs' requests for production of documents and topics for deposition, requiring a meet and confer process.

63. On or about August 11, 2023, Plaintiffs Kirkbride and Berger served on Defendant supplemental interrogatory responses to Defendant's first set of interrogatories. Both documents contained supplemental responses to multiple of Defendant's interrogatories.

64. On August 15, 2023, we held a meet and confer call with counsel for Express Scripts regarding issues related to third-party discovery sought from Express Scripts.

65. On or about August 18, 2023, Defendant served its objections and responses to Plaintiffs' second set of requests for production of documents. We reviewed and analyzed Defendant's responses and objections.

66. On August 21, 2023, Defendant served a notice of six additional third-party subpoenas for documents to: 1) Cigna Healthcare, Inc.; 2) Cigna Health and Life Insurance Co.; 3) Cigna Healthcare of Texas, Inc.; 4) Oscar Health, Inc.; 5) Meritain Health, Inc.; and 6) Advance PCS of Texas. These subpoenas related to Plaintiffs' pharmacy transactions and other documents related to pharmacy claims.

67. On or about August 22, 2023, Plaintiffs served a notice of subpoena on Defendant enclosing a subpoena to Caremark, LLC seeking documents and testimony. Plaintiffs served the subpoena on Caremark which set a deposition date for September 21, 2023. The subpoena contained four (4) separate document requests and four (4) topics for examination.

68. On or about August 25, 2023, Plaintiff Lewis served supplemental interrogatory responses in connection with Defendant's first set of interrogatories. The document contained supplemental responses to several of Defendant's interrogatories.

69. Also on or about August 25, 2023, Defendant served its objections and responses to Plaintiffs' second set of interrogatories. We reviewed and analyzed Defendant's responses and objections.

70. On or about September 6, 2023, Plaintiffs served responses and objections to Defendant's requests for admission. Plaintiffs also served responses and objections to Defendants second set of requests for production of documents.

71. On September 6, 2023, Defendant served a notice of subpoena for documents on Plaintiffs enclosing a subpoena for documents to Elevance Health, Inc. and Bright Health Group Inc. These subpoenas related to Plaintiffs' pharmacy transactions and other documents related to pharmacy claims.

72. On or about September 7, 2023, Plaintiffs sent Defendant a letter requesting a meet and confer call to address deficiencies regarding Defendant's responses to certain of Plaintiffs' interrogatories. That letter set forth the basis for the deficiency and proposed a framework for further discussion to attempt to resolve the discovery dispute.

73. On September 8, 2023, the parties filed a joint motion to modify the case management schedule. ECF No. 64. On September 11, 2023, Judge Deavers granted the parties' request to modify the case management schedule and set a deadline for the end of class discovery and a briefing schedule for Plaintiffs' motion for class certification and expert disclosures related to the same.

74. On or about September 20, 2023, Defendant served its second set of interrogatories on Plaintiffs, which consisted of one additional interrogatory for a total of ten (10) interrogatories across the two sets.

75. On September 25, 2023, Defendant served a notice of subpoena for documents on Plaintiffs enclosing a subpoena for documents to Molina Healthcare, Inc. This subpoenas related to Plaintiffs' pharmacy transactions and other documents related to pharmacy claims. I reviewed and analyzed Defendant's subpoena.

76. On September 27, 2023, I attended a meet and confer call with Defendant's counsel regarding the topics outlined in Plaintiff's Rule 30(b)(6) notice of deposition.

77. On October 2, 2023, Caremark, LLC served its response to Plaintiffs' subpoena wherein it objected to each one of Plaintiffs' requests for production and each one of the topics of deposition listed in the subpoena, requiring a meet and confer process.

78. On October 5, 2023, we received and reviewed a letter from Defendant regarding alleged discovery issues related to Plaintiffs' responses to Defendant's second set of requests for production of documents and Plaintiffs' responses to Defendant's first set of requests for admission.

79. On or about October 18, 2023, we received from Express Scripts Plaintiff Lewis's prescription claims records and reviewed and analyzed the same.

80. On or about October 19, 2023, Plaintiffs served responses and objections to Defendant's second set of interrogatories.

81. On October 11, 2023, I began drafting an updated Rule 30(b) deposition notice with topics to be covered at the deposition. On or about October 24, 2023, Plaintiff served an updated Rule 30(b)(6) notice of deposition on Defendant containing twenty-six (26) topics to be covered

at the deposition. The Rule 30(b)(6) deposition of Defendant was scheduled for December 19, 2023.

82. In October 2023, I began preparing for the upcoming Rule 30(b)(6) deposition of Defendant. I devoted substantial time to deposition preparation for Defendant's Rule 30(b)(6) deposition in October, November, and December 2023. This included a comprehensive review of discovery documents produced by Defendant and review of Defendant's written discovery responses.

83. On or about November 16, 2023, Defendant served Plaintiffs with a letter outlining its objections to certain topics set forth in Plaintiffs' Rule 30(b)(6) deposition notice.

84. On or around December 11, 2023, Defendant served amended responses to Plaintiffs' first set of interrogatories.

85. On December 19, 2023, I took the Rule 30(b)(6) deposition of Kroger. Jeffrey Steckman, Rph, PharmD was designated as the Rule 30(b)(6) representative for Defendant. The deposition commenced at 9:13 a.m. and concluded at 4:18 p.m.

86. On or about January 19, 2024, Kroger served and we reviewed its amended initial disclosures.

87. In January 2024, I spent substantial time preparing for the deposition of Plaintiff Beeta Lewis and defended her deposition on January 25, 2024.

88. On or about January 23, 2024, Defendant served an amended privilege log.

89. On January 25, 2024, I defended the deposition of Plaintiff Beeta Lewis. The deposition commenced at 9:02 a.m. and concluded at 4:05 p.m.

B. Class Certification Briefing and Expert Discovery

90. In February 2024, I spent substantial time drafting Plaintiffs' motion for class certification, including consulting with Plaintiffs' experts regarding the same.

91. On February 26, 2024, Plaintiffs Judy Kirkbride and Beeta Lewis filed their motion for class certification under seal. ECF No. 72. Plaintiffs filed a redacted version publicly on April 2, 2024. ECF No. 76. Plaintiffs also served expert reports from Dr. Kenneth Schafermeyer (opining on industry standards regarding U&C and other related pharmacy matters) and Colin Weir (opining on damages).

92. On or about March 6, 2024, Plaintiffs produced documents to Defendant relevant to the expert work and reports of Mr. Weir. On or about March 14, 2024, Plaintiffs made a second production of documents related to the expert work and reports of Mr. Weir.

93. On April 8, 2024, Defendant served second amended responses to Plaintiffs' second set of interrogatories.

94. On or about April 24, 2024, Plaintiffs served on Defendant a production of documents relevant to the expert work and reports of Dr. Schafermeyer.

95. On or about April 24, 2024, Caremark made a production of documents in response to subpoena, which we reviewed and analyzed. Caremark's production totaled approximately 3,156 pages of documents.

96. In April 2024, I spent substantial time preparing for the deposition of Dr. Schafermeyer. On April 26, 2024, I defended the deposition of Dr. Schafermeyer. The deposition commenced at 9:02 a.m. and concluded at 5:43 p.m.

97. In May 2024, I assisted in preparing for the deposition of Mr. Weir. I attended the deposition of Mr. Weir on May 2, 2024.

98. On May 17, 2024, we received and reviewed a letter from Defendant regarding an additional production of documents from Defendant related to Defendant's expert reports and class certification briefing, bringing the total to 23,965 pages of documents. We reviewed the documents produced by Defendant.

99. On May 28, 2024, Defendant filed under seal its opposition to Plaintiffs' motion for class certification. ECF No. 84. Defendant also served expert reports from Michael Jacobs, Jed Smith, James W. Hughes, Ph. D, and Kelly Lear Nordby, Ph. D. A redacted version of Defendant's opposition to Plaintiffs' motion for class certification was publicly filed on June 20, 2024. ECF No. 92. I reviewed and analyzed Defendant's *Daubert* briefs and expert reports shortly after Defendant served the same.

100. On June 5, 2024, I began preparing to take the depositions of Defendant's experts Dr. Hughes and Mr. Jacobs. I spent substantial time preparing for the same in June 2024.

101. Also in June 2024, I began drafting the reply in support of Plaintiffs' motion for class certification, devoting substantial time to the same in June and July 2024.

102. In approximately mid-June 2024, I consulted with Dr. Susan Hayes for the purpose of preparing a rebuttal expert report to be served along with Plaintiffs' reply brief.

103. On June 20, 2024, Defendant filed a motion to exclude portions of Dr. Schafermeyer's report and testimony. ECF No. 93. Defendant also filed a motion to exclude the expert report and testimony of Colin Weir. ECF No. 94. I reviewed and analyzed Defendant's *Daubert* briefs after they were filed. Plaintiffs filed an opposition to both motions on July 25, 2024. ECF Nos. 98-99.

104. On June 25, 2024, I took the deposition of Michael Jacobs, Defendant's expert on the pharmacy industry related to contracting and U&C pricing. The deposition commenced at approximately 11 a.m. and concluded at 3:02 p.m.

105. On June 27, 2024, I took the deposition of James W. Hughes, Ph. D., one of Defendant's expert witnesses. The deposition commenced at approximately 10:08 a.m. and concluded at approximately 12:18 p.m.

106. On July 26, 2024, Plaintiffs Judy Kirkbride and Beeta Lewis filed under seal their reply in support of their motion for class certification. ECF No. 101. Plaintiffs also served rebuttal expert reports from Dr. Schafermeyer, Mr. Weir, and Dr. Hayes. Plaintiffs publicly filed a redacted version of their reply in support of class certification on August 13, 2024. ECF No. 105.

107. On August 30, 2024, Defendant filed a motion to strike or exclude the report and testimony of Dr. Hayes pursuant to Federal Rules of Evidence 402 and 702. ECF No. 110. On the same day, Defendant filed a motion to exclude the rebuttal report and testimony of Colin Weir. ECF No. 111. On September 19, 2024, Plaintiffs filed an opposition to both motions. ECF Nos. 115-16.

108. Also on August 30, 2024, Defendant filed a motion for leave to file a sur-reply in opposition to Plaintiffs' reply in support of class certification along with the proposed sur-reply. ECF No. 112.

109. In September 2024, I spent substantial time drafting the opposition to Defendant's motion for leave to file a sur-reply and the opposition to Defendant's motion to strike Mr. Weir's rebuttal report and testimony.

110. Plaintiffs filed a response in opposition to Defendant's motion for leave to file a sur-reply on September 19, 2024. ECF No. 117.

111. On October 21, 2024, I began preparing for the hearing on Plaintiffs' motion for class certification. I devoted considerable time in late October and November 2024 preparing for the class certification hearing.

C. Plaintiffs Prevail at the Class Certification/*Daubert* Evidentiary Hearing and Argument

112. On October 30, 2024, Defendant filed a motion for a status conference regarding the then scheduled November 20, 2024 hearing on class certification, and requested an evidentiary hearing in which the Court would hear live testimony in conjunction with an argument on class certification and Defendant's *Daubert* motions. ECF No. 122. On October 31, 2024, Plaintiffs Judy Kirkbride and Beeta Lewis filed an opposition to Defendant's motion for a status conference and to hold an evidentiary hearing. ECF No. 123. This Court held a telephonic status conference on November 6, 2024 and directed the parties to meet and confer and submit a joint stipulation regarding an evidentiary hearing by November 13, 2024. ECF Nos. 125-126.

113. On November 13, 2024, the parties submitted a stipulation as to dates for the evidentiary hearing and argument. ECF No. 127. The stipulation proposed dates and parameters for an evidentiary hearing, identified what witnesses would be called by each side, provided a summary of the testimony to be elicited from each such witness, and clarified the *Daubert* motions at issue. On November 15, 2024, the Court entered an Order denying without prejudice Defendant's motion to exclude portions of the expert report and testimony of Dr. Schafermeyer and scheduled an evidentiary hearing and oral argument for March 19, 2025 through March 21, 2025. ECF No. 128.

114. I left Bursor & Fisher, P.A. in January 2025 to found Arisohn LLC. On March 10, 2025, I filed a notice of change of firm affiliation and contact information. ECF No. 135.

115. In the lead up to the March 2025 evidentiary hearing, I spent considerable time preparing for the direct and cross examination of Mr. Weir. I also devoted significant time preparing for oral argument related to Defendant's *Daubert* motions directed at Mr. Weir's opening report, rebuttal report, and testimony.

116. From March 19, 2025 through March 21, 2025, I attended the evidentiary hearing and argument. I conducted the direct examination of Plaintiff's expert Colin Weir and argued the *Daubert* motions directed at Mr. Weir's opening report, rebuttal report, and testimony.

117. On April 9, 2025, the Court entered an unsealed Opinion and Order denying Defendants' *Daubert* motions and granting Plaintiffs' motion for class certification.

D. Arms'-Length Settlement Negotiations

118. Following the Court's decision on class certification, the parties retained Miles Ruthberg of Phillips ADR as mediator. The parties scheduled a mediation for August 21, 2025. I devoted significant time to preparing for the mediation.

119. I attended the in-person mediation on August 21, 2025. I also participated in subsequent negotiations over the months following the mediation with Mr. Ruthberg.

120. The parties entered into a binding settlement term sheet in November 2025, and I reviewed and analyzed the long-form settlement agreement in December 2025.

II. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

121. I refer to and adopt Section II of the Declaration of Joseph I. Marchese in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards ("Marchese Dec.") and agree that the $17 million Settlement secures excellent relief for Settlement Class Members while avoiding considerable litigation risk.

122. I believe that the monetary relief provided by the Settlement weighs heavily in favor of a finding that the Settlement is fair, reasonable, and adequate.

III. CLASS COUNSEL'S LODESTAR AND EXPENSES ARE REASONABLE

123. While performing the above-described work at Bursor & Fisher, P.A. from the inception of this case through December 2024, I worked 1,034.5 hours for a total lodestar of $1,086,225 (hourly rate of $1,050.00 x 1034.5 hours = $1,086,225). The detailed and contemporaneously maintained billing records from my work while employed at Bursor & Fisher, P.A. are attached to the Marchese Dec. as **Exhibit B**.

124. Since leaving Bursor & Fisher, P.A. and founding Arisohn LLC, I worked an additional 190 hours for a lodestar of $199,500 (hourly rate of $1,050.00 x 190 hours = $199,500). Therefore, in total, I worked 1,224.5 hours for a total lodestar of $1,285,725. Attached hereto as **Exhibit A** are Arisohn LLC's detailed and contemporaneously maintained billing records for this matter. I have reviewed all of my firm's time entries associated with this case and have used billing judgment to ensure that duplicative and unnecessary time has been excluded and that only time reasonably devoted to the litigation has been included. My firm's time entries were regularly and contemporaneously recorded by me pursuant to firm policy and have been maintained in the computerized records of my firm.

125. Arisohn LLC undertook this matter on a contingency basis.

126. In addition to the time enumerated above, I estimate my firm will incur an additional 20 hours of future work in connection with the fairness hearing, coordinating with the settlement administrator, and other tasks.

127. To date, my firm has also expended $31,525.67 in out-of-pocket costs and expenses in connection with the prosecution of this case. Attached hereto as **Exhibit B** is an itemized list

of those costs and expenses. These costs and expenses are reflected in the records of my firm and were necessary to prosecute this litigation. Cost and expense items are billed separately, and such charges are not duplicated in my firm's billing rates.

128. Attached as **Exhibit C** is a chart setting forth the hourly rates charged for lawyers at my firm who worked on this case. Based on my knowledge and experience, the hourly rates charged by my firm are within the range of market rates charged by attorneys of equivalent experience, skill, and expertise. I have personal knowledge of the range of hourly rates typically charged by counsel in our field in New York and elsewhere, both on a current basis and in the past. In determining my firm's hourly rates, I take market rates into account and have aligned my rate with the market.

129. Through my practice, I have become familiar with the non-contingent market rates charged by attorneys in New York and elsewhere. I have gained this familiarity by: (1) litigating attorneys' fees applications; (2) discussing fees with other attorneys; (3) obtaining declarations regarding prevailing market rates filed by other attorneys seeking fees; and (4) reviewing attorneys' fees applications and awards in other cases, as well as surveys and articles on attorneys' fees in the legal news and treatises.

130. Rather than repeat here the information gathered and reviewed concerning market rates charged by attorneys of comparable skill and experience, I refer to and adopt that portion of Section III of the Marchese Dec.

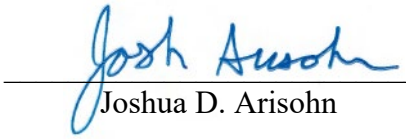
131. Attached hereto as **Exhibit D** is a current firm resume for Arisohn LLC.

132. I have significant experience litigating class actions of similar size, scope, and complexity to the instant action. *See* **Exhibit D**.

IV. THE CLASS REPRESENTATIVES' ROLE IN THIS LITIGATION

133. I refer to and adopt Section IV of the Marchese Dec. setting forth the instrumental role played by Plaintiffs Kirkbride and Lewis in securing the excellent result achieved in this matter.

I declare under penalty of perjury that the above and foregoing is true and accurate. Executed this 1st day of October 2026 at Brooklyn, New York.



Joshua D. Arisohn

EXHIBIT A

Date	Matter	M. No.	Initials	Description	Time
2025.01.14	Kroger	9	JDA	Discuss case with J. Marchese	0.5
2025.01.15	Kroger	9	JDA	Discuss case with A. Obergfell	0.3
2025.01.15	Kroger	9	JDA	Review Valsartan case	1.7
2025.01.30	Kroger	9	JDA	Attend call with team	0.5
2025.02.06	Kroger	9	JDA	Review GM class cert transcript	2.3
2025.02.06	Kroger	9	JDA	Discuss case with J. Marchese	0.3
2025.02.14	Kroger	9	JDA	Review Weir transcript and record for response to Def. inquiry	2.4
2025.02.24	Kroger	9	JDA	Attend call with team	0.4
2025.02.27	Kroger	9	JDA	Attend call with C. Weir	0.9
2025.02.27	Kroger	9	JDA	Prep for Weir testimony	4.7
2025.02.28	Kroger	9	JDA	Prep for Weir testimony	5.3
2025.02.28	Kroger	9	JDA	Attend call with Def.	0.5
2025.02.28	Kroger	9	JDA	Attend call with team	0.5
2025.03.04	Kroger	9	JDA	Prepare for Weir cross-examination	6.5
2025.03.04	Kroger	9	JDA	Prepare for meet and confer	0.7
2025.03.04	Kroger	9	JDA	Attend meet and confer	0.4
2025.03.05	Kroger	9	JDA	Review Def.'s Ltr.	0.4
2025.03.05	Kroger	9	JDA	Draft notes in response to Def.'s ltr.	1.6
2025.03.05	Kroger	9	JDA	Attend team call	0.3
2025.03.05	Kroger	9	JDA	Prepare for Weir cross-examination	6.3
2025.03.06	Kroger	9	JDA	Review revised motion from Kroger	0.3
2025.03.06	Kroger	9	JDA	Review Pls.' proposed insert	0.3
2025.03.06	Kroger	9	JDA	Prepare with C. Weir	1.6
2025.03.06	Kroger	9	JDA	Prepare for Weir testimony	4.4
2025.03.07	Kroger	9	JDA	Prepare for Weir testimony	5.9
2025.03.09	Kroger	9	JDA	Prepare for Weir Daubert argument	3.2
2025.03.10	Kroger	9	JDA	Prepare for Weir Daubert argument	5.7

2025.03.11	Kroger	9	JDA	Prepare for evidentiary hearing	6.3
2025.03.12	Kroger	9	JDA	Prepare for evidentiary hearing	4.8
2025.03.12	Kroger	9	JDA	Prepare with C. Weir	1.8
2025.03.13	Kroger	9	JDA	Prepare for teleconference	0.5
2025.03.13	Kroger	9	JDA	Attend Teleconference	1.1
2025.03.13	Kroger	9	JDA	Discuss case with A. Obergfell	0.3
2025.03.13	Kroger	9	JDA	Prepare for evidentiary hearing	5.9
2025.03.14	Kroger	9	JDA	Attend prep session with C. Weir	1.1
2025.03.14	Kroger	9	JDA	Prepare for evidentiary hearing	4.7
2025.03.17	Kroger	9	JDA	Prepare for evidentiary hearing	10.8
2025.03.18	Kroger	9	JDA	Travel to OH	5
2025.03.18	Kroger	9	JDA	Prepare for evidentiary hearing	6.9
2025.03.19	Kroger	9	JDA	Attend evidentiary hearing	7.2
2025.03.19	Kroger	9	JDA	Prepare for evidentiary hearing	3.3
2025.03.20	Kroger	9	JDA	Attend evidentiary hearing	8.5
2025.03.20	Kroger	9	JDA	Prepare for evidentiary hearing	2.4
2025.03.21	Kroger	9	JDA	Attend evidentiary hearing	3.3
2025.03.21	Kroger	9	JDA	Travel back to NY	6.2
2025.03.24	Kroger	9	JDA	Discuss case with team	0.4
2025.03.24	Kroger	9	JDA	Research settlements	0.9
2025.03.27	Kroger	9	JDA	Discuss case with J. Marchese	0.4
2025.03.28	Kroger	9	JDA	Read class cert order	1.3
2025.04.02	Kroger	9	JDA	Discuss case with J. Smith	0.5
2025.04.08	Kroger	9	JDA	Attend telephonic status conference	0.2
2025.04.11	Kroger	9	JDA	Review 26(f) petition	1.3
2025.04.16	Kroger	9	JDA	Revise opp'n to 23(f) petition	1.5
2025.04.17	Kroger	9	JDA	Revise opp'n to 23(f) petition	0.5

2025.06.12	Kroger	9	JDA	Attend call with expert	0.3
2025.06.19	Kroger	9	JDA	Attend call with expert	0.3
2025.07.11	Kroger	9	JDA	Review mediation statement	0.5
2025.07.11	Kroger	9	JDA	Review term sheet	0.3
2025.07.16	Kroger	9	JDA	Attend team meeting	0.5
2025.07.16	Kroger	9	JDA	Review updated mediation statement	0.4
2025.07.29	Kroger	9	JDA	Review mediation reply memorandum	0.6
2025.07.31	Kroger	9	JDA	Review Kroger's mediation statement response	0.7
2025.08.15	Kroger	9	JDA	Attend call with mediator	0.8
2025.08.20	Kroger	9	JDA	Review damages info from expert	0.6
2025.08.20	Kroger	9	JDA	Attend call with team	0.5
2025.08.20	Kroger	9	JDA	Prepare for mediation	4.6
2025.08.21	Kroger	9	JDA	Travel to mediation	0.9
2025.08.21	Kroger	9	JDA	Attend mediation	8
2025.08.21	Kroger	9	JDA	Travel back from mediation	0.9
2025.09.10	Kroger	9	JDA	Discuss settlement with mediator	0.2
2025.09.10	Kroger	9	JDA	Discuss settlement with co-counsel	0.3
2025.09.11	Kroger	9	JDA	Discuss settlement with mediator	0.2
2025.09.22	Kroger	9	JDA	Discuss settlement with mediator	0.3
2025.09.22	Kroger	9	JDA	Review revised term sheet	0.5
2025.09.23	Kroger	9	JDA	Email team about term sheet	0.3
2025.09.23	Kroger	9	JDA	Discuss settlement negotiation with J. Marchese	0.3
2025.09.24	Kroger	9	JDA	Discuss settlement with mediator	0.4
2025.09.24	Kroger	9	JDA	Review revised term sheet	0.5
2025.09.25	Kroger	9	JDA	Discuss settlement with Defendant	0.3
2025.09.25	Kroger	9	JDA	Revise term sheet	1.4
2025.10.02	Kroger	9	JDA	Draft documents for settlement	0.4

2025.10.08	Kroger	9	JDA	Discuss settlement with J. Marchese	0.5
2025.10.08	Kroger	9	JDA	Review and revise term sheet	1.4
2025.10.23	Kroger	9	JDA	Discuss settlement with mediator	0.4
2025.10.23	Kroger	9	JDA	Discus case with J. Marchese	0.3
2025.10.27	Kroger	9	JDA	Review term sheet and undertaking	0.7
2025.10.27	Kroger	9	JDA	Discuss term sheet with J. Smith	0.3
2025.10.27	Kroger	9	JDA	Discuss term sheet with J. Marchese	0.3
2025.10.27	Kroger	9	JDA	Revise term sheet and send to defendant	0.3
2025.10.30	Kroger	9	JDA	Discuss case with J. Marchese	0.2
2025.10.30	Kroger	9	JDA	Revise term sheet and email Defendant	0.2
2025.11.21	Kroger	9	JDA	Review final term sheet	0.5
2025.12.10	Kroger	9	JDA	Review draft settlement	3.8
2025.12.16	Kroger	9	JDA	Review comments and email re draft settlement	0.8
2025.12.16	Kroger	9	JDA	Review settlement documents	0.8
2026.01.06	Kroger	9	JDA	Attend call with Def. re settlement agreement	1.4
2026.01.16	Kroger	9	JDA	Review settlement edits and discuss with team	0.8
2026.01.16	Kroger	9	JDA	Review preliminary approval motion	0.8
2026.01.21	Kroger	9	JDA	Review settlement materials	1.2
2026.01.22	Kroger	9	JDA	Review and revise settlement documents	1.7
2026.02.02	Kroger	9	JDA	Attend settlement call	1
2026.02.04	Kroger	9	JDA	Attend call wtih claims admin	0.6
2026.02.06	Kroger	9	JDA	Review settlement revisions	0.5
2026.02.11	Kroger	9	JDA	Review revised settlement agreement	0.3
2026.02.26	Kroger	9	JDA	Update firm resume	0.3
2026.02.26	Kroger	9	JDA	Review preliminary approval motion	0.7

EXHIBIT B

Date	Amount	Vendor	Description	Payment
2/25/2025	$605.96	Delta	Travel	MC***2028
3/1/2025	$793.13	Hotel Leveque	Travel	MC***2028
3/18/2025	$36.00	Sq *A One	Taxi	MC***2028
3/18/2025	$100.00	Hotel Leveque	Hotel	MC***2028
3/21/2025	$68.11	Curb Mobility	Taxi	MC***2028
3/21/2025	$8.60	Hotel Leveque	Hotel	MC***2028
5/1/2025	$29,913.87	Bursor & Fisher, P.A.	Reimbursement of expert costs	Online Check - Reference # 010004
TOTAL	**$31,525.67**			

EXHIBIT C

Kroger Lodestar Summary			
ATTY	**HOURS**	**RATE**	**TOTAL**
JDA	190	$1,050.00	$199,500.00
		Costs:	$31,525.67
		Total:	**$231,025.67**

EXHIBIT D

ARISOHN LLC

FIRM RESUME

Joshua D. Arisohn is the owner and founder of Arisohn LLP. Josh has litigated precedent-setting cases in the areas of consumer class actions and terrorism. He participated in the first ever trial to take place under the Anti-Terrorism Act, a statute that affords U.S. citizens the right to assert federal claims for injuries arising out of acts of international terrorism. He also obtained an $850 million judgment in favor of the family members of victims of terrorist attacks carried out by ISIS with the material support of Syria. He currently represents victims of terrorism in *Fields v. Lafarge S.A.*, 1:23-cv-00169-NGG-PK (E.D.N.Y.), in which the Plaintiffs allege that a French cement company conspired with ISIS in a profit-sharing agreement.

Josh is also experienced in prosecuting class actions and has won several contested motions for class certification, including in *Kirkbride v. The Kroger Co.*, No. 2:21-cv-00022 (S.D. Ohio) on behalf of consumers who purchased prescription medication at allegedly inflated prices and in *Ninivaggi v. University of Delaware*, 20-cv-1478-SB (D. Del.) on behalf of students who attended the school during the COVID shutdown.

Josh has settled numerous class actions, including the following:

- ***Marquez v. Google LLC,*** Case No. 2021-CH-1460 (Cir. Ct. Cook Cnty. 2022) – $100 million class settlement to resolve alleged BIPA violations of Illinois residents appearing in photos on the Google Photos platform.
- ***Kirkbride v. The Kroger Co.***, Case No.: 2:21-cv-00022-ALM-EPD (S.D. Ohio) - $17 million class settlement to resolve claims that that a pharmacy inflated the cost of prescription medications by misreporting its usual and customary prices.
- ***Morris v. SolarCity Corp.,*** Case No. 3:15-cv-05107-RS (N.D. Cal.) – $15 million class settlement to resolve claims under the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227 *et seq.*
- ***Beauford v. The Johns Hopkins Hospital, Inc.*,** Case No.: C-03-CV-23-000501 (Cir. Ct. Baltimore Cnty.) – settlement making over $12 million available to class members to resolve claims that medical data was improperly shared using Facebook Tracking Pixel.
- ***Young v. Military Advantage, Inc.***, 2023LA000535 (DuPage Cnty. Ill.) - settlement making over $7 million available to class members to resolve claims that video data was improperly shared using Facebook Tracking Pixel.
- ***Ninivaggi v. University of Delaware,*** Case No. 20-cv-1478-SB (D. Del.) – $6.3 million class settlement to resolve breach of contract based on school's failure to provide a full semester of in-person classes.
- ***Richardson v. Verde Energy USA, Inc.*,** Case No.: 5:15-cv-06325-WB (E.D. Pa.) - $5 million class settlement to resolve claims under the TCPA.

- ***Ambrose v. Boston Globe Media Partners, LLC,*** Case No. 1:22-cv-10195-RGS (D. Mass.) – $4 million class settlement (and up to $1 million in in kind relief) to resolve claims under the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* based on alleged use of the Facebook Tracking Pixel.
- ***Metzner v. Quinnipiac University,*** Case No. 3:20-cv-00784-KAD (D. Conn.) – $2.5 million class settlement to resolve breach of contract based on school's failure to provide a full semester of in-person classes.

Separately, Josh has been appointed lead counsel or interim lead counsel in numerous cases, including:

- ***In re Insider, Inc. Pixel-VPPA Litigation***, Case No. 1:22-cv-06529-AT (S.D.N.Y.), where plaintiffs alleged that businessinsider.com was violation the Video Privacy Protection Act, 18 U.S.C. § 2710, by surreptitiously disclosing users' video-viewing activity with Facebook.

- ***Gruen v. The Clorox Company***, Case No.3:22-cv-00935-RS (N.D. Cal.), where plaintiff alleged that Burt's Bees cosmetic products contain unsafe per- and polyfluoroalkyl substances ("PFAS").

- ***Soo v. Lorex Corporation***, Case No. 3:20-cv-01437 (N.D. Cal.), where plaintiff alleged that defendant intentionally rendered their security cameras non-functional.

- ***Williams v. Facebook, Inc.***, Case No. 3:18-cv-01881 (N.D. Cal.), where plaintiff alleged that defendant illegally scraped Android users' call and text log data.

- ***Gregorio v. The Clorox Company***, Case No. 4:17-cv-03824 (N.D. Cal.), where plaintiff alleged that defendant misled consumers by representing that its products were "naturally derived."

- ***Mejia v. Time Warner Cable Inc.***, Case No. 1:15-cv-06445 (S.D.N.Y. Aug 14, 2015), where plaintiff alleged violations under the Telephone Consumer Protection Act, 47 U.S.C. § 227.

Josh is admitted to the State Bar of New York and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the District Court for the District of Columbia, the District Court for the District of Connecticut and the United States Courts of Appeals for the Second and Ninth Circuits.

Josh previously practiced at Bursor & Fisher, P.A., DLA Piper LLP and Dewey & LeBoeuf LLP. He graduated from Columbia University School of Law in 2006, where he was a Harlan Fiske Stone Scholar, and received his B.A. from Cornell University in 2002.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

JUDY KIRKBRIDE and BEETA LEWIS, individually and on behalf of all others similarly situated, Plaintiffs, vs. THE KROGER CO., Defendant.	)	Case No. 2:21-cv-00022-DRC-SCS District Judge Douglas R. Cole Magistrate Judge S. Courter Shimeall

DECLARATION OF JOEL D. SMITH IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

I, Joel D. Smith, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am a Partner at Smith Krivoshey, PC, which has been preliminarily appointed as Co-Class Counsel[1] in this action. I am an attorney at law licensed to practice in the States of California, Massachusetts, and New Jersey, and am admitted *pro hac vice* in this action. I make this Declaration in support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards and am fully competent to do so. I have personal knowledge of all matters set forth herein unless otherwise indicated, and, if called upon to testify, I could and would competently do so.

[1] In the Court's June 24, 2026 Opinion & Order granting Plaintiffs' motion for preliminary approval, the Court appointed Bursor & Fisher, P.A., Smith Krivoshey, PC, and Arisohn LLC as class counsel pursuant to Rule 23(g). *See* ECF No. 164, at 8 ("Finally, this Court finds that the attorneys at Bursor & Fisher, P.A., Smith Krivoshey P.C., and Arisohn LLC should be appointed as class counsel under Fed. R. Civ. P. 23(g) . . ."), ECF No. 165, at 8. While that appointment is preliminary pending final approval, for ease of reference, and consistent with the defined terms in the Settlement Agreement, Bursor & Fisher, P.A., Smith Krivoshey, PC, and Arisohn LLC are referred to herein as Class Counsel.

2. During the pre-suit investigation phase beginning in or about July 2020 and continuing through January 2024, I was a Partner at Bursor & Fisher, P.A. I co-founded Smith Krivoshey PC in February 2024.

I. OVERVIEW OF THE LITIGATION AND THE SETTLEMENT

A. Pre-Suit Investigation, the Pleading Stage, and Pre-Class Certification Discovery

3. In August of 2020, while in the role of Partner at Bursor & Fisher, P.A., I participated in conducting a robust pre-suit investigation regarding the factual and legal claims in this matter.

4. At the pleading stage, I participated in drafting the initial Class Action Complaint (ECF No. 1) and Plaintiffs' First Amended Class Action Complaint (ECF No. 30) ("FAC"), including conducting legal research relating to the same. In April and May of 2021, I worked on preparing an opposition to The Kroger Co.'s ("Defendant" or "Kroger") motion to dismiss the FAC and motion to strike the class allegations.

5. I also devoted substantial time to pre-certification fact discovery. Specifically, I worked on: 1) preparing and negotiating the parties Rule 26(f) report; 2) preparing Plaintiffs' initial disclosures; 3) drafting numerous meet and confer letters to Defendant regarding discovery disputes, including conducting legal research regarding the same; 4) drafting Plaintiffs' second set of requests for production of documents and other written discovery demands and responses; 5) preparing responses and objections to Defendant's requests for production of documents to Plaintiffs; 6) analyzing discovery-related correspondence from Defendant and preparing for and conducting numerous meet and confer calls regarding the same; 7) reviewing Defendant's document production, including numerous PBM contracts and manuals; 8) preparing Plaintiffs' production of documents; 9) analyzing Defendants' claims data and transaction data and

conferring with Defendant's counsel regarding the same; 10) negotiating a stipulation regarding Defendant's production of claims data; 11) analyzing Defendant's privilege log and overseeing legal research regarding the same; 12) preparing responses to Defendant's written discovery demands directed at Plaintiffs, including supplemental responses as necessary; 13) attending and participating in numerous meet and confer calls with defense counsel; 14) working on third-party discovery, including subpoenas, to insurers and PBMs, including participating in meet and confer calls with third parties related to the same (including Express Scripts and Caremark); 15) reviewing documents produced from third parties, including Molina Healthcare and Humana; and 16) communicating with the named Plaintiffs regarding the complaint, discovery, case status, and other case-related matters.

6. I also undertook other significant tasks leading up to Plaintiffs' motion for class certification, including: 1) preparing the protective order and ESI protocol; 2) preparing an amended protective order adding an addendum to the same; 3) identifying, interviewing and selecting expert consultants; and 4) preparing the Rule 30(b)(6) deposition notice for Defendant; 4) attending a Rule 26(f) conference with Defendant's counsel; 5) maintaining regular contact with Plaintiffs regarding discovery issues and settlement; 6) preparing topics for Defendant's Rule 30(b)(6) deposition, reviewing and analyzing Defendant's objections to the same, and participating in meet and confer calls with Defendant regarding the same

7. I also attended and participated in several Court hearings. For example, I prepared for and attended the April 5, 2021 case management conference with the Court, and prepared for and attended a status conference with the Court on July 28, 2022.

8. Following the Court's substantial denial of Defendant's motion to dismiss and motion to strike the class allegations in July 2022, I worked on developing a discovery plan and interfaced with Defendant's counsel regarding the same.

9. Following Defendant filing its answer to Plaintiffs' FAC, I analyzed Defendant's answer and conducted legal research regarding a motion to strike Defendant's affirmative defenses. I then prepared a motion to strike Defendant's affirmative defenses. I reviewed and analyzed Defendant's opposition to Plaintiffs' motion to strike Defendant's affirmative defenses, and drafted Plaintiffs' reply in support of the motion. On January 24, 2023, I reviewed and analyzed Defendant's amended answer and prepared a renewed motion to strike.

10. In December 2023 and January 2024, I spent substantial time preparing for the depositions of Plaintiffs.

11. On January 16, 2024, I attended the deposition of Plaintiff Judy Kirkbride. The deposition commenced at approximately 9:09 a.m. and continued to approximately 3:24 p.m.

B. Class Certification Briefing and Expert Discovery

12. In January 2024 and February 2024, I devoted substantial time to working on Plaintiffs' class certification brief, including conducting legal research regarding the same. I also worked closely with Plaintiffs' experts regarding their reports in connection with Plaintiffs' motion for class certification.

13. I left Bursor & Fisher, P.A. in February 2024 and founded Smith Krivoshey, PC. I caused to be filed a Notice of Change of Firm Affiliation and Contact Information for Plaintiffs' Counsel Joel D. Smith on February 22, 2024. ECF No. 69.

14. After moving to Smith Krivoshey, PC, I continued to devote substantial time to this matter. In February 2024, I continued working on preparing Plaintiffs' class certification motion.

15. From March through May 2024, I devoted substantial time preparing for expert depositions. On May 2, 2024, I defended the deposition of Colin Weir, one of Plaintiffs' experts. The deposition commenced at approximately 9:09 a.m. and continued until 4:01 p.m.

16. In April 2024, I continued reviewing and analyzing Defendant's document productions related to expert discovery.

17. After Defendant filed its opposition to Plaintiffs' motion for class certification and its motions to exclude portions of Dr. Schafermeyer's report and testimony and its motion to exclude the expert report and testimony of Colin Weir on May 28, 2024, I reviewed and analyzed the same. I also analyzed Defendant's expert reports served along with its opposition to Plaintiffs' motion for class certification.

18. On June 3, 2024, I began drafting oppositions to Defendant's motions to partially exclude the report and testimony of Dr. Kenneth Schafermeyer and to exclude the report and testimony of Colin Weir. I devoted substantial time to the opposition briefs in June and July 2024.

19. Also in June 2024, I devoted substantial time to preparing for upcoming expert depositions.

20. On June 21, 2024, I took the deposition of Defendant's expert, Jed Smith. The deposition commenced at approximately 9:01 a.m. and concluded at 12:12 p.m.

21. In July 2024, I worked on Plaintiffs' reply in support of their motion for class certification. I also consulted with Dr. Susan Hayes regarding her rebuttal report to be submitted with Plaintiffs' reply brief.

22. On August 30, 2024, Defendant filed a motion to strike or exclude the expert report and testimony of Dr. Susan Hayes. ECF No. 110. In September 2024, I devoted substantial time to opposing Defendant's motion to strike or exclude the report and testimony of Dr. Hayes.

23. On October 28, 2024, I prepared for and attended a call with Defendant's counsel regarding Defendant's request for an evidentiary hearing. On October 31, 2024, I drafted an opposition to Defendant's request for a status conference in connection with its request for an evidentiary hearing.

C. Arms'-Length Settlement Negotiations

24. Following the Court's decision on class certification, the parties retained Miles Ruthberg of Phillips ADR as mediator. The parties scheduled a mediation for August 21, 2025.

25. On August 15, 2025, I attended a pre-mediation call with mediator Miles Ruthberg of Phillips ADR.

26. I attended the in-person mediation on August 21, 2025. I also participated in subsequent negotiations over the months following the mediation with Mr. Ruthberg, which led to the parties' execution of a binding term sheet in November 2025 and a full-length Settlement Agreement.

27. On January 20, 2026, I participated in drafting Plaintiffs' unopposed motion for preliminary approval of the Settlement[2].

II. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

28. I refer to and adopt Section II of the Marchese Dec. and agree that the $17 million Settlement secures excellent relief for Settlement Class Members while avoiding considerable litigation risk.

29. I believe that the monetary relief provided by the Settlement weighs heavily in favor of a finding that the Settlement is fair, reasonable, and adequate.

[2] All capitalized terms not defined herein have the meanings ascribed to them in the Settlement Agreement, attached to the Declaration of Joseph I. Marchese in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards ("Marchese Dec.") as **Exhibit A**.

III. CLASS COUNSEL'S LODESTAR AND EXPENSES ARE REASONABLE

30. While performing the above-described work at Bursor & Fisher, P.A. from the inception of this case through January 2024, I worked 376 hours for a total lodestar of $376,000. The detailed and contemporaneously maintained billing records from my work while employed at Bursor & Fisher, P.A. are attached to the Marchese Dec. as **Exhibit B**.

31. Smith Krivoshey, PC devoted an additional 168.6 hours for a lodestar of $183,435.00. Therefore, in total, my work at Bursor & Fisher, P.A. and the hours devoted by Smith Krivoshey, PC totaled 544.6 hours for a total lodestar of $559,435.00. Attached hereto as **Exhibit A** are Smith Krivoshey, PC's detailed and contemporaneously maintained billing records for this matter, as well as a summary of the same. I have reviewed all of my firm's time entries associated with this case and have used billing judgment to ensure that duplicative and unnecessary time has been excluded and that only time reasonably devoted to the litigation has been included. My firm's time entries were regularly and contemporaneously recorded by me and the other timekeepers pursuant to firm policy and have been maintained in the computerized records of my firm.

32. Smith Krivoshey, PC undertook this matter on a contingency basis.

33. In addition to the time enumerated above, I estimate my firm will incur an additional 20 hours of future work in connection with the fairness hearing, coordinating with the settlement administrator, among other tasks.

34. To date, my firm has also expended $27,486.87 in out-of-pocket costs and expenses in connection with the prosecution of this case. Attached as **Exhibit B** is an itemized list of those costs and expenses. These costs and expenses are reflected in the records of my firm and were

necessary to prosecute this litigation. Cost and expense items are billed separately, and such charges are not duplicated in my firm's billing rates.

35. Attached as **Exhibit C** is a chart setting forth the hourly rates charged for lawyers and staff at my firm who worked on this case. Based on my knowledge and experience, the hourly rates charged by my firm are within the range of market rates charged by attorneys of equivalent experience, skill, and expertise. I have personal knowledge of the range of hourly rates typically charged by counsel in our field in Massachusetts, California, and elsewhere, both on a current basis and in the past. In determining my firm's hourly rates, I take market rates into account and have aligned my rate with the market.

36. Through my practice, I have become familiar with the non-contingent market rates charged by attorneys in Massachusetts, California, and elsewhere. I have gained this familiarity by: (1) litigating attorneys' fees applications; (2) discussing fees with other attorneys; (3) obtaining declarations regarding prevailing market rates filed by other attorneys seeking fees; and (4) reviewing attorneys' fees applications and awards in other cases, as well as surveys and articles on attorneys' fees in the legal news and treatises.

37. Rather than repeat here the information gathered and reviewed concerning market rates charged by attorneys of comparable skill and experience, I refer to and adopt that portion of Section III of the Marchese Dec.

38. Courts across the country have consistently held that the rates charged by my firm are reasonable, and to date, none have reduced the amount of fees requested. *See*, *e.g.*, *Patel v. GT's Living Foods,* LLC, 2026 WL 2415260 at *4 (N.D. Cal. Aug. 18, 2026) (approving Smith Krivoshey's requested fees); *Chaisson v. Univ. of S. Cal.*, Los Angeles Super. Ct. Case No. 20STCV27062 (Cal. Aug. 12, 2026) (same); *Hernandez v. WM Wholesale, LLC*, 2026 WL

1770696 at *6 (C.D. Cal. May 12, 2026) (same); *Allen v. Husqvarna Professional Prods., Inc*., 3:24-cv-00896-SCR-UMJ, ECF No. 46 (W.D.N.C. Mar. 3, 2026) (same); *Niemczyk v. Pro Custom Solar*, 2:19-cv-07846-MAH, ECF No. 178 (D.N.J. Aug. 18, 2025) (same); *In re: Beyond Meat, Inc., Protein Content Mktg. & Sales Practices Lit*., 1:23-cv-00669, ECF No. 66 (N.D. Ill. Mar. 21, 2025) (same); *George v. Jaguar Land Rover N. Am., LLC*, 2:20-cv-17561-SDA, ECF No. 93 (D.N.J. Oct. 11, 2024) (same).

39. Attached hereto as **Exhibit D** is a current firm resume for Smith Krivoshey, PC.

40. My firm has significant experience litigating class actions of similar size, scope, and complexity to the instant action. *See* **Exhibit D**.

IV. THE CLASS REPRESENTATIVES' ROLE IN THIS LITIGATION

41. I also refer to and adopt Section IV of the Marchese Dec. setting forth the instrumental role played by Plaintiffs Kirkbride and Lewis in securing the excellent result achieved in this matter.

I declare under penalty of perjury that the above and foregoing is true and accurate. Executed this 11th day of September 2026 at Danielson, CT.

Joel D. Smith

EXHIBIT A

Date	Billed By	Description	hrs.	Rate	Total
2/22/2024	Joel Smith	Attention to Schafermeyer expert report	0.7	$1,125.00	$787.50
2/22/2024	Joel Smith	Attention to motion re sealing of confidential exhibits; contact co-counsel re same	0.4	$1,125.00	$450.00
2/22/2024	Joel Smith	Contact clients re case status and next steps (.3 each)	0.6	$1,125.00	$675.00
2/22/2024	Joel Smith	Attention to notice of change of firm affiliation/contact information; supervise filing of same	0.3	$1,125.00	$337.50
2/23/2024	Joel Smith	Edit class cert brief and supporting documents	1	$1,125.00	$1,125.00
2/26/2024	Joel Smith	Edit and finalize class certification motion and supporting documents; attention to filing same	2.3	$1,125.00	$2,587.50
3/4/2024	Joel Smith	Review email from opposing counsel; contact co-counsel re response	0.3	$1,125.00	$337.50
3/6/2024	Joel Smith	Contact co-counsel re misc. discovery issues	0.1	$1,125.00	$112.50
3/7/2024	Joel Smith	Attention to expert depo scheduling	0.2	$1,125.00	$225.00
3/11/2024	Joel Smith	Prepare for expert depositions.	1.5	$1,125.00	$1,687.50
3/14/2024	Joel Smith	Prepare for expert witness deposition	0.4	$1,125.00	$450.00
3/21/2024	Joel Smith	Attention to various pending discovery issues	0.5	$1,125.00	$562.50
3/22/2024	Joel Smith	discovery call	0.1	$1,125.00	$112.50
4/2/2024	Joel Smith	Work on supplemental class certification	1.1	$1,125.00	$1,237.50
4/2/2024	Joel Smith	Prepare for expert depositions	1	$1,125.00	$1,125.00
4/2/2024	Joel Smith	Review and respond to email from opposing counsel	0.2	$1,125.00	$225.00
4/4/2024	Joel Smith	Prepare for expert depositions	0.5	$1,125.00	$562.50
4/5/2024	Joel Smith	Attention to supplemental filing	0.2	$1,125.00	$225.00
4/10/2024	Joel Smith	Analyze recently served discovery responses	0.6	$1,125.00	$675.00
4/10/2024	Joel Smith	Call w/ expert witness	0.5	$1,125.00	$562.50
4/15/2024	Joel Smith	Analyze key documents relevant to expert depositions	0.8	$1,125.00	$900.00
4/17/2024	Joel Smith	Attention to motion to seal and confidentiality issues raised by opposing counsel	0.5	$1,125.00	$562.50
4/22/2024	Joel Smith	Attention to motion to seal	0.7	$1,125.00	$787.50

4/23/2024	Joel Smith	Contact opposing counsel re proposed amended answer	0.2	$1,125.00	$225.00
4/25/2024	Joel Smith	Analyze documents produced in recent production.	0.9	$1,125.00	$1,012.50
4/26/2024	Joel Smith	Contact opposing counsel re proposed stip	0.1	$1,125.00	$112.50
4/30/2024	Joel Smith	Prepare for expert depositions	1.1	$1,125.00	$1,237.50
5/1/2024	Joel Smith	Meet w/ expert witness re upcoming deposition	1	$1,125.00	$1,125.00
5/2/2024	Joel Smith	Prepare for and attend Weir deposition	7.5	$1,125.00	$8,437.50
5/6/2024	Joel Smith	Analyze deposition transcript	0.8	$1,125.00	$900.00
5/9/2024	Joel Smith	Attention to proposed stipulation	0.2	$1,125.00	$225.00
5/10/2024	Joel Smith	Analyze draft answer and amended affirmative defenses	0.4	$1,125.00	$450.00
5/17/2024	Joel Smith	Attention to misc. pending class cert issues; update calendar	0.2	$1,125.00	$225.00
5/20/2024	Joel Smith	Analyze class definition issue raised in def counsel's email; contact co-counsel re same.	0.4	$1,125.00	$450.00
5/20/2024	Joel Smith	Attention to recent production from Defendant	0.5	$1,125.00	$562.50
5/28/2024	Joel Smith	Analyze Weir deposition transcript.	2.1	$1,125.00	$2,362.50
5/30/2024	Joel Smith	Analyze opposition to motion for class certification and Daubert motions; work on strategy for reply to class cert and oppositions to	2.6	$1,125.00	$2,925.00
5/30/2024	Joel Smith	Call w/ co-counsel re case status and next steps	0.4	$1,125.00	$450.00
5/31/2024	Joel Smith	work on stipulation re scheduling	0.2	$1,125.00	$225.00
5/31/2024	Joel Smith	Analyze Kroger's expert reports	2	$1,125.00	$2,250.00
6/3/2024	Joel Smith	Work on Daubert oppositions; analyze Kroger's expert reports re same.	5	$1,125.00	$5,625.00
6/3/2024	Joel Smith	Prepare for expert depositions	3	$1,125.00	$3,375.00
6/4/2024	Joel Smith	Attention to briefing stipulation; contact opposing counsel re same	0.3	$1,125.00	$337.50
6/5/2024	Joel Smith	Work with expert Schafermeyer on case-related issues	0.4	$1,125.00	$450.00
6/5/2024	Joel Smith	Call w/ expert witness	0.6	$1,125.00	$675.00
6/6/2024	Joel Smith	Call with expert witness re case	0.5	$1,125.00	$562.50

6/6/2024	Kimberly Kittleson	Draft Notice of Deposition; coordinate with Veritext regarding deposition scheduling; e-mail JDS regarding same	0.8	$350.00	$280.00
6/7/2024	Kimberly Kittleson	Attention to deposition e-mails; e-mail counsel regarding Notice of Deposition	0.2	$350.00	$70.00
6/7/2024	Kimberly Kittleson	Finalize and serve deposition notice; double check calendar regarding same	0.3	$350.00	$105.00
6/10/2024	Joel Smith	Work on Daubert oppositions	1	$1,125.00	$1,125.00
6/10/2024	Joel Smith	Prepare for expert depositions	1	$1,125.00	$1,125.00
6/10/2024	Joel Smith	Prepare for expert depositions	2	$1,125.00	$2,250.00
6/10/2024	Kimberly Kittleson	Confer with JDS and Veritext regarding deposition updates	0.2	$350.00	$70.00
6/11/2024	Joel Smith	Work on Daubert oppositions/ reply ISO class cert	2	$1,125.00	$2,250.00
6/12/2024	Joel Smith	Prepare for expert depositions	6	$1,125.00	$6,750.00
6/12/2024	Joel Smith	Work on oppo to Weir Daubert motion	1	$1,125.00	$1,125.00
6/14/2024	Joel Smith	Prepare for multiple expert depositions	7.5	$1,125.00	$8,437.50
6/17/2024	Joel Smith	Meet w/ rebuttal expert	0.4	$1,125.00	$450.00
6/17/2024	Joel Smith	Prepare for multiple expert depos	4.6	$1,125.00	$5,175.00
6/18/2024	Joel Smith	Prepare for expert depositions	3.3	$1,125.00	$3,712.50
6/20/2024	Joel Smith	Prepare for expert depositions	3.6	$1,125.00	$4,050.00
6/20/2024	Kimberly Kittleson	Attention to deposition confirmation emails from Veritext	0.2	$350.00	$70.00
6/21/2024	Joel Smith	Take deposition of expert Jed Smith	3.7	$1,125.00	$4,162.50
6/26/2024	Joel Smith	Work on Daubert oppositions	2.9	$1,125.00	$3,262.50
7/8/2024	Kimberly Kittleson	Receive Smith deposition transcript; attend to file maintenance related to same	0.3	$350.00	$105.00
7/10/2024	Kimberly Kittleson	Attention to Veritext payment	0.3	$350.00	$105.00
7/11/2024	Joel Smith	Analyze Jed Smith depo transcript	1.5	$1,125.00	$1,687.50
7/11/2024	Joel Smith	Work on oppositions to Daubert motions	4.2	$1,125.00	$4,725.00
7/12/2024	Joel Smith	Work on Daubert oppos and class cert reply	3.3	$1,125.00	$3,712.50
7/12/2024	Joel Smith	Attention to Hayes rebuttal report	0.8	$1,125.00	$900.00
7/15/2024	Joel Smith	Work on strategy for rebuttal expert	0.4	$1,125.00	$450.00
7/16/2024	Joel Smith	Attention to expert rebuttal reports	0.7	$1,125.00	$787.50

7/17/2024	Kimberly Kittleson	Attention to Veritext invoice; file maintenance related to same; draft tables for daubert opposition briefs	2.7	$350.00	$945.00
7/18/2024	Joel Smith	Call w/ expert re case	0.4	$1,125.00	$450.00
7/18/2024	Kimberly Kittleson	Review/finalize daubert briefs; e-mail JDS regarding same	0.6	$350.00	$210.00
7/19/2024	Joel Smith	Attention to Dr. Hayes rebuttal report	1.1	$1,125.00	$1,237.50
7/19/2024	Joel Smith	Work on reply ISO class certification	2.2	$1,125.00	$2,475.00
7/20/2024	Joel Smith	Analyze errata of Jed Smith	0.3	$1,125.00	$337.50
7/20/2024	Joel Smith	Work on Hayes rebuttal report; contact Dr. Hayes re same	0.7	$1,125.00	$787.50
7/22/2024	Joel Smith	Attention to Hayes rebuttal report	0.6	$1,125.00	$675.00
7/23/2024	Joel Smith	Finalize Hayes rebuttal report; contact Dr. Hayes re same	0.6	$1,125.00	$675.00
7/23/2024	Joel Smith	Proofread and edit opposition to motion to exclude Weir	0.6	$1,125.00	$675.00
7/23/2024	Kimberly Kittleson	Revise tables in Weir Daubert brief; confer with JDS regarding same	0.5	$350.00	$175.00
8/7/2024	Joel Smith	Review correspondence from opposing counsel	0.2	$1,125.00	$225.00
8/20/2024	Joel Smith	Research re surreplies; contact co-counsel re case status and next steps	0.8	$1,125.00	$900.00
9/3/2024	Joel Smith	Work on oppo to Hayes Daubert motion	1.2	$1,125.00	$1,350.00
9/12/2024	Joel Smith	Work on oppo to Hayes Daubert	5	$1,125.00	$5,625.00
9/13/2024	Joel Smith	Analyze draft oppo to motion for leave to file surreply	0.4	$1,125.00	$450.00
9/13/2024	Joel Smith	Work on oppo to Hayes Daubert motion	1.6	$1,125.00	$1,800.00
9/17/2024	Joel Smith	Monitor activity in Walgreen's case	0.3	$1,125.00	$337.50
9/17/2024	Joel Smith	Proofread and edit oppo to motion to exclude Hayes report	0.6	$1,125.00	$675.00
9/17/2024	Aleksandr Litvinov	Assist KK in revising Daubert motion.	0.2	$800.00	$160.00
9/17/2024	Kimberly Kittleson	Attention to tables to Daubert brief	1.2	$350.00	$420.00
9/18/2024	Kimberly Kittleson	Review tables; e-mail JDS regarding same	0.4	$350.00	$140.00
9/19/2024	Joel Smith	Finalize Hayes Daubert oppo and contact local counsel re filing	0.3	$1,125.00	$337.50

10/28/2024	Joel Smith	Prepare for call w/ opposing counsel re evidentiary hearing	0.4	$1,125.00	$450.00
10/28/2024	Joel Smith	Call w/ opposing counsel	0.3	$1,125.00	$337.50
10/31/2024	Joel Smith	Draft opposition to request for status conference/ and request to delay hearing	2	$1,125.00	$2,250.00
12/16/2024	Joel Smith	Contact client Kirkbride re case	0.3	$1,125.00	$337.50
2/27/2025	Joel Smith	Analyze evidentiary hearing protocol and various parties' edits to the protocol	0.4	$1,125.00	$450.00
2/28/2025	Joel Smith	Call w/ opposing counsel	0.4	$1,125.00	$450.00
3/5/2025	Joel Smith	Contact co-counsel re case	0.2	$1,125.00	$225.00
3/6/2025	Joel Smith	Review various emails from opposing counsel re hearing procedures	0.2	$1,125.00	$225.00
3/9/2025	Joel Smith	Review multiple, lengthy emails from opposing counsel re upcoming hearing	0.3	$1,125.00	$337.50
3/12/2025	Joel Smith	Review materials for evidentiary hearing	0.3	$1,125.00	$337.50
3/29/2025	Joel Smith	Analyze class cert order; plan for next steps	1	$1,125.00	$1,125.00
3/29/2025	Joel Smith	Contact client Kirkbride re case	0.3	$1,125.00	$337.50
4/3/2025	Joel Smith	Review email from opposing counsel	0.1	$1,125.00	$112.50
4/19/2025	Joel Smith	Edit draft response to 23f petition; conduct follow up legal research re same	1.4	$1,125.00	$1,575.00
5/19/2025	Joel Smith	Contact client Kirkbride re case	0.2	$1,125.00	$225.00
5/21/2025	Joel Smith	Call w/ client Kirkbride re case status, settlement progress, and next steps	0.4	$1,125.00	$450.00
5/26/2025	Joel Smith	Case status review; attention to next steps	0.1	$1,125.00	$112.50
5/28/2025	Joel Smith	Attention to mediation scheduling	0.1	$1,125.00	$112.50
6/2/2025	Joel Smith	Attention to mediation scheduling; review email from co-counsel and opposing counsel	0.2	$1,125.00	$225.00
6/4/2025	Joel Smith	Review email from co-counsel re mediation scheduling	0.1	$1,125.00	$112.50
7/16/2025	Joel Smith	Review/edit mediation brief; conduct factual research for settlement negotiations	1.5	$1,125.00	$1,687.50
7/17/2025	Joel Smith	Call w/ co-counsel re planning for mediation	0.3	$1,125.00	$337.50
7/29/2025	Joel Smith	Analyze reply mediation brief; contact co-counsel re same	0.4	$1,125.00	$450.00
8/6/2025	Joel Smith	Attention to mediation/term sheet issue	0.1	$1,125.00	$112.50

8/15/2025	Joel Smith	Call w/ mediator	0.7	$1,125.00	$787.50
8/15/2025	Joel Smith	Prepare for mediation	0.5	$1,125.00	$562.50
8/20/2025	Joel Smith	Prepare for mediation; analyze relevant documents	2.7	$1,125.00	$3,037.50
8/20/2025	Joel Smith	Prepare for mediation; analyze relevant documents	2.7	$1,125.00	$3,037.50
8/22/2025	Joel Smith	Prepare for and attend mediation; post-mediation meeting w/ co-counsel	8.5	$1,125.00	$9,562.50
9/23/2025	Joel Smith	Analyze recent edits to term sheet; plan for next steps in settlement negotiations; contact co-counsel re same	1	$1,125.00	$1,125.00
9/25/2025	Joel Smith	Review edits to term sheet and related emails from co-counsel	0.2	$1,125.00	$225.00
9/29/2025	Joel Smith	Attention to status report to 6th Circuit	0.1	$1,125.00	$112.50
10/2/2025	Joel Smith	Attention to settlement administrator candidates	0.2	$1,125.00	$225.00
10/8/2025	Joel Smith	Review edits to term sheet and related	0.3	$1,125.00	$337.50
10/24/2025	Joel Smith	Attention to settlement negotiations and upcoming status report to 6th Cir.	0.3	$1,125.00	$337.50
10/27/2025	Joel Smith	Call w/ co-counsel re term sheet and settlement administration	0.3	$1,125.00	$337.50
10/28/2025	Joel Smith	Analyze edits to term sheet	0.2	$1,125.00	$225.00
11/6/2025	Joel Smith	Analyze edits to term sheet and corresponding email from opposing counsel	0.3	$1,125.00	$337.50
11/7/2025	Joel Smith	Analyze recent 6th Cir opinion relevant to settlement approval	0.4	$1,125.00	$450.00
11/7/2025	Joel Smith	call w/ co-counsel re mediation and case status	0.2	$1,125.00	$225.00
11/11/2025	Joel Smith	Review recent edits to term sheet and related emails from counsel	0.2	$1,125.00	$225.00
11/17/2025	Joel Smith	Contact client Kirkbride re case status and next steps	0.3	$1,125.00	$337.50
11/21/2025	Joel Smith	Review multiple emails from opposing counsel	0.2	$1,125.00	$225.00
11/21/2025	Yeremey Krivoshey	Reviewed term sheet and emails re same.	0.3	$950.00	$285.00
11/24/2025	Joel Smith	attention to upcoming status report deadline; review draft status report	0.2	$1,125.00	$225.00
12/5/2025	Joel Smith	Attention to status of draft settlement	0.1	$1,125.00	$112.50

12/17/2025	Joel Smith	Analyze redlines to SA and undertaking; contact co-counsel re same	1.1	$1,125.00	$1,237.50
12/18/2025	Joel Smith	Attention to status report	0.1	$1,125.00	$112.50
12/22/2025	Joel Smith	Revise and edit SA and supporting docs	0.9	$1,125.00	$1,012.50
1/6/2026	Joel Smith	Call w/ opposing counsel re case	1.3	$1,125.00	$1,462.50
1/7/2026	Joel Smith	Analyze edits to SA materials	0.3	$1,125.00	$337.50
1/20/2026	Joel Smith	Work on PA brief	3.2	$1,125.00	$3,600.00
1/21/2026	Joel Smith	Work on PA brief	2	$1,125.00	$2,250.00
2/2/2026	Joel Smith	Analyze recent edits to SA materials provided by opposing counsel	1.1	$1,125.00	$1,237.50
2/2/2026	Joel Smith	Call w/ opposing counsel	1	$1,125.00	$1,125.00
2/4/2026	Joel Smith	Review most recent version of SA; attention to notice issues	0.8	$1,125.00	$900.00
2/4/2026	Joel Smith	Call w/ settlement administrator re case	0.6	$1,125.00	$675.00
2/5/2026	Joel Smith	Attention to status of SA and settlment notice/administration issues.	0.2	$1,125.00	$225.00
2/9/2026	Joel Smith	Review emails from class admin.	0.1	$1,125.00	$112.50
2/10/2026	Joel Smith	Review pricing analysis from settlement administrator re notice	0.2	$1,125.00	$225.00
2/11/2026	Joel Smith	Analyze recent edits to SA and supporting documents	0.5	$1,125.00	$562.50
2/12/2026	Joel Smith	Attention to most recent edits to SA; contact co-counsel re same	0.3	$1,125.00	$337.50
2/17/2026	Joel Smith	Attention to most recent SA edits and settlement admin issues.	0.2	$1,125.00	$225.00
2/22/2026	Joel Smith	Attention to SA; contact co-counsel re same	0.5	$1,125.00	$562.50
2/26/2026	Joel Smith	Review draft PA brief	0.5	$1,125.00	$562.50
3/2/2026	Joel Smith	Attention to SA and preliminary approval brief; contact co-counsel re same.	0.3	$1,125.00	$337.50
3/7/2026	Joel Smith	Attention to SA edits; review email from opposing counsel	0.1	$1,125.00	$112.50
3/10/2026	Joel Smith	Contact co-counsel re SA and next steps.	0.1	$1,125.00	$112.50
3/11/2026	Joel Smith	Attention to final SA	0.1	$1,125.00	$112.50
3/12/2026	Joel Smith	Attention to settlement execution, PA brief, and next steps.	0.3	$1,125.00	$337.50

3/17/2026	Joel Smith	Attention to status of appeal and next steps.	0.1	$1,125.00	$112.50
4/8/2026	Joel Smith	Attention to claims administration issues	0.2	$1,125.00	$225.00
4/22/2026	Joel Smith	Respond to email from co-counsel re claims admin issues	0.1	$1,125.00	$112.50
6/2/2026	Joel Smith	Call w/ opposing counsel re case	0.3	$1,125.00	$337.50
6/5/2026	Joel Smith	Review proposed edits to administrator agreement; contact co-counsel re same	0.2	$1,125.00	$225.00
6/11/2026	Joel Smith	Review email from opposing counsel re notice	0.1	$1,125.00	$112.50
6/16/2026	Joel Smith	Multiple emails to co-counsel re (1) demand for additional compensation from prior consulting expert; and (2) edits to settlement administrator agreement.	0.2	$1,125.00	$225.00
6/25/2026	Kimberly Kittleson	Attention to deadlines on Case Status Sheet; update Firm calendar to reflect same	0.2	$350.00	$70.00
6/30/2026	Joel Smith	Review research from co-counsel re escrow agent options; respond to email re same.	0.2	$1,125.00	$225.00
7/6/2026	Joel Smith	Attention to multiple emails from administrator, opposing counsel, and co-counsel re notice	0.2	$1,125.00	$225.00
7/16/2026	Joel Smith	Review notice materials from settlement administrator	0.2	$1,125.00	$225.00
7/21/2026	Joel Smith	Attention to multiple email from administrator and opposing counsel re notice	0.1	$1,125.00	$112.50
7/28/2026	Joel Smith	Follow up on inquiry from client Kirkbride	0.2	$1,125.00	$225.00
			168.60		$183,435.00 USD

EXHIBIT B

Expense	Date	Description	Total	Billed By
Out-of-town travel	8/22/2025	Lyft	$59.99	Kimberly Kittleson
Out-of-town travel	8/21/2025	NYC Taxi	$36.66	Kimberly Kittleson
Out-of-town travel	8/21/2025	Hotel 57 NYC	$346.61	Kimberly Kittleson
Out-of-town travel	8/21/2025	Amtrak	$160.00	Kimberly Kittleson
Out-of-town travel	8/21/2025	Parking	$22.00	Kimberly Kittleson
Meals	8/21/2025	Esquina Moyniha	$24.16	Kimberly Kittleson
Out-of-town travel	8/20/2025	NYC Taxi	$39.20	Kimberly Kittleson
Out-of-town travel	8/20/2025	NYC Taxi	$30.30	Kimberly Kittleson
Out-of-town travel	8/15/2025	Amtrak	$38.00	Kimberly Kittleson
Experts	4/30/2025	SK's portion of expert expenses due. This includes $1 transfer fee	$21,368.05	Joel Smith
Deposition transcripts	7/15/2024	Video services for deposition of Jed Smith	$1,114.00	Kimberly Kittleson
Deposition transcripts	7/10/2024	Deposition of Jed Smith	$2,166.40	Kimberly Kittleson
Deposition transcripts	6/5/2024	Weir Depo Transcript invoice	$2,081.50	Joel Smith
			$27,486.87	

EXHIBIT C

Smith Krivoshey, PC

Kroger Drug Pricing Lodestar through 9/25/2026

Attorney	Hours		Rate		Total
AVL	0.2	$	800.00	$	160.00
JDS	160.2	$	1,125.00	$	180,225.00
KAK	7.9	$	350.00	$	2,765.00
YOK	0.3	$	950.00	$	285.00
	168.6			$	183,435.00
	Expenses:			$	27,486.87
	Total:			**$**	**210,921.87**

EXHIBIT D



SMITH KRIVOSHEY, PC

28 GEARY STREET
SAN FRANCISCO, CA 94108

867 BOYLSTON STREET
BOSTON, MA 02116

FIRM RESUME

The attorneys of Smith Krivoshey, PC have decades of experience litigating complex, record-breaking cases to trial and have secured hundreds of millions in class recoveries in the process. They have secured trial victories and settlements on behalf of both plaintiffs and defendants. With offices in San Francisco and Boston, they run a busy class action practice spanning the country, in both state and federal courts.

The founders of Smith Krivoshey are trial lawyers. In 2019, Mr. Krivoshey secured a $267 million class action verdict in *Perez v. Rash Curtis & Associates* after a jury trial in the Northern District of California, which was the 12th largest verdict in the United States in all practice areas that year, and the 3rd highest class action verdict. In 2021, the case settled for $75.6 million while on appeal, still the largest consumer class action settlement in the history of the Telephone Consumer Protection Act. Mr. Smith has trial experience on both sides of the aisle. In a highly publicized trial against a Sacramento subsidiary of Entercom Communications Corp., Mr. Smith was part of a trial team that secured a successful outcome for his client (a radio station manager) despite his client's employer being hit with a $16.5 million jury award. With a proven trial track record, the founders of Smith Krivoshey have also secured favorable settlements on the eve of trial.

Judges throughout the country have commended Smith Krivoshey and its attorneys on their experience and qualifications. For instance, in appointing Smith Krivoshey as Class Counsel in July 2024 in a case against the University of Southern California, Judge Kenneth Freeman noted that "the experience of [Smith Krivoshey] in representing consumers in class actions is extensive." In August 2025, Judge Michael Hammer found in granting final approval of a class action settlement that "it is manifest that [Smith Krivoshey] are well-experienced in complex class action litigation. That ability manifested itself here in their negotiation of a very beneficial resolution for the settlement class."

Prior to forming Smith Krivoshey, Mr. Krivoshey and Mr. Smith were partners at Bursor & Fisher, P.A., a prestigious class action law firm, for over a decade. The attorneys at Smith Krivoshey have also represented some of the largest Fortune 500 companies, public entities, and privately held companies in the world working at firms including Folger Levin & Kahn, Crowell & Morning, Dentons, and Littler Mendelson.

Mr. Smith and Mr. Krivoshey have served as lead or co-lead class counsel in dozens of class actions throughout the country. In the process, they have obtained hundreds of millions in recoveries for class members, including settlements of $83.6 million in a class case against Six Flags, $75.6 million in *Perez* (paid out by the Indian Harbor Insurance Company, a defendant in a spin-off bad faith insurance case), $74 million in a class case against BMW, $40 million in a class case against Harbor Freight Tools, $35 million in a class case against Western Dental, $22 million in a class case against Husqvarna, $21 million in a class case against Fairlife, $20.4 million in a class case against Alterra Mountain Company, and many more millions in class settlements against Turkish Airlines, Kimberly-Clark, National Credit Adjusters, The Regents of

the University of California, Jaguar Land Rover North America, Mattress Firm, Health-Ade, and others.

Recently, in August 2025, Smith Krivoshey obtained final approval of a $30 million settlement in a TCPA class action brought against Momentum Solar. As the Court noted at final approval, the settlement is the "largest nonreversionary cash common fund in a pure TCPA case and the largest nonreversionary cash common fund in any TCPA action after [*Facebook, Inc. v. Duguid*, 592 U.S. 395 (2021)]," which effectively gutted the TCPA's restrictions on the use of automatic telephone dialing systems. The Court went on to find that the settlement "very well might be the maximum that Momentum can pay while still staying in business, particularly given that many of Momentum's biggest competitors have filed for bankruptcy. But for counsel's diligent efforts, I am not sure that the relief would have been obtained. This is a very significant recovery for the settlement class."

Smith Krivoshey is well funded and staffed to take cases the distance. The firm is efficient, and does not overbill. Its attorneys have repeatedly proven that they excel at the highest levels of civil litigation, and have the determination, skill, experience, and knowledge necessary to maximize recoveries for class members. They are passionate about what they do, and they do it well.

JOEL D. SMITH

Joel D. Smith is a founding member of Smith Krivoshey. Joel is a trial and appellate attorney who has practiced in lower court and appeals courts across the country, as well as the U.S. Supreme Court.

A no-nonsense, hardworking, and well-organized litigator, Joel has been appointed lead or co-lead counsel in numerous class actions across the country, including in cases against Facebook, major automotive manufacturers, and public entities. He is skilled at managing complex, multi-party litigation and works well with co-counsel and opposing counsel alike. For example, Joel represented four major U.S. retailers in a highly publicized case arising from an arson fire and ensuing state of emergency in Roseville, California, which settled on the eve of a trial that was expected to last several months and involve more than forty witnesses. He managed the litigation in *In re Welspun*, a case against five corporate giants arising from what one journalist described as the "biggest counterfeit story in retail history." He has obtained hundreds of millions of dollars for class members in class settlements.

Joel co-founded Smith Krivoshey after nearly twenty years of experience on both sides of the aisle at Folger Levin & Kahn, Crowell & Moring, and Bursor & Fisher. He has both represented, and litigated against, some of the largest Fortune 500 companies, public entities, and privately held companies in the United States.

A graduate of U.C. Berkeley's School of Law, Joel is admitted in Massachusetts, New Jersey, and California, as well as numerous district and circuit courts across the country. He is a member of the Massachusetts Chapter of the Federal Bar Association, where he volunteers in the FBA's Lift Up Leaders Mentorship Program and serves on the Professional Development Committee. He also is a member of the American Association for Justice, and the Public Justice Foundation.

Selected Published Decisions:

Kirkbride et al. v. The Kroger Co., Case No. 2:21-cv-00022 (S.D. Oh. Mar. 28, 2025), granting class certification in class action concerning Kroger's alleged overcharging for prescription mediation.

Stoffel v. Regents of the University of California, 2024 WL 3155551 (Cal. App. June 25, 2024), reversing dismissal in class action concerning the U.C. system's transition to remote learning during the COVID-19 pandemic.

Javier v. Assurance IQ, LLC, --- Fed App'x --- 2022 WL 1744107 (9th Cir. May 31, 2022), reversing dismissal in a class action alleging surreptitious monitoring of internet communications.

Revitch v. DIRECTV, LLC, 977 F.3d 713 (9th Cir. 2020), affirming denial of motion to compel arbitration in putative class action alleging unlawful calls under the Telephone Consumer Protection Act.

Foot Locker Retail, Inc. v. Madison Bay Fair LLC, 2018 WL 6191353 (Cal. App. Nov. 28, 2018), reversing a bench trial judgement and award of costs and fees against Mr. Smith's client.

Sarkissian Mason, Inc. v. Enterprise Holdings, Inc., 572 Fed. Appx. 19 (2nd Cir. 2014), affirming summary judgment in favor of Mr. Smith's client in breach of contract and trade secrets case.

Ecological Rights Foundation v. Pacific Gas & Elec. Co., 713 F.3d 502 (9th Cir. 2013), affirming dismissal in favor of Mr. Smith's client in Clean Water Act case.

Chaisson, et al. v. University of Southern California (Cal. Sup. Ct. July 25, 2024), granting class certification of class of students that were charged late fees and appointing Smith Krivoshey as class counsel.

In re Nissan N. America, Inc. Litig., 2023 WL 2749161 (M.D. Tenn. Mar. 31, 2023), granting certification of ten state damages classes in automotive defect case.

Kaupelis v. Harbor Freight Tools USA, Inc., 2020 WL 5901116 (C.D. Cal. Sept. 23, 2020), granting class certification of consumer protection claims brought by purchasers of defective chainsaws.

Revich v. New Moosejaw, LLC, 2019 WL 5485330 (N.D. Cal. Oct. 23, 2019), highly-cited order denying in part a motion to dismiss in matter alleging internet wiretapping

Selected Class Settlements:

In re Beyond Meat, Inc. Protein Content Marketing & Sales Practices Litigation, Case No. 1:23-cv-00669 (N.D. Ill.) – final approval granted for settlement resolving claims that Beyond Meat misled customers about the protein content of its products.

George et al. v. Jaguar Land Rover N. America, LLC, Case No. 2:20-cv-17561-JSA (D.N.J.) – final approval granted for settlement providing relief for Jaguar and Land Rover owners to resolve allegations that the vehicle's infotainment systems were defective.

Recinos et al. v. The Regents of the University of California, Superior Court for the State of California, County of Alameda, Case No. RG19038659 – final approval granted for a settlement providing debt relief and refunds to University of California students who were charged late fees.

Crandell et al. v. Volkswagen Group of America, Case No. 2:18-cv-13377-JSA (D.N.J.) – final approval granted for a settlement providing relief for Volkswagen Touareg owners to resolve allegations that defects in Touareg vehicles caused the engines to ingest water when driving in the rain.

Isley et al. v. BMW of N. America, LLC, Case No. 2:19-cv-12680-ESK (D.N.J.) – final approval granted for settlement providing BMW owners with reimbursements and credit vouchers to resolve allegations that defects in the BMW N63TU engine caused excessive oil consumption.

Kaupelis v. Harbor Freight Tools USA, Inc., 8:19-cv-01203-JVS-DFM (C.D. Cal.) – final approval granted for a settlement valued up to $40 million to resolve allegations that Harbor Freight sold chainsaws with a defective power switch that could prevent the chainsaws from turning off.

Payero et al. v. Mattress Firm, Case No. 7:21-cv-03061-VLB (S.D.N.Y.) final approval granted for $4.9 million settlement resolving allegations that Mattress Firm sold dangerously defective bed frames.

YEREMEY KRIVOSHEY

Yeremey Krivoshey is a founding partner at Smith Krivoshey. He is one of the leading class action litigation attorneys in the country and has achieved extraordinarily rare results in the field. Mr. Krivoshey has extensive expertise litigating class cases concerning unlawful fees and liquidated damages in consumer contracts, statutory damages class actions, TCPA cases, product recall cases, privacy cases, and fraud and false advertising class actions. He has represented clients in a wide array of civil litigation in state and federal courts throughout the country, including appeals before the Ninth Circuit.

In 2021, Mr. Krivoshey secured the largest-ever consumer class action settlement in a case brought under the Telephone Consumer Protection Act. The settlement followed a class action trial win in the Northern District of California, where the federal court awarded a $267 million judgment after a jury trial. While many class action attorneys *claim* to be trial attorneys, very few have actually litigated a certified class action through trial, and won.

Mr. Krivoshey has routinely drawn praise from judges for his work as class counsel. For instance, in January 2024, Judge Michael A. Hammer (D.N.J.) appointed Mr. Krivoshey as lead interim class counsel in a putative class action against one of the top private solar companies (Momentum Solar) in the country, finding that he had the "requisite experience in handling class actions" and "clearly has established a knowledge of the applicable law." The Court was also "satisfied from its oversight of this matter that proposed interim class counsel have committed, and will continue to commit, the necessary resources to represent the class." As noted above, the class action against Momentum later settled for a record non-reversionary class fund. When awarding a $28 million attorneys' fees award in 2021 at the conclusion of the *Perez* case, which Mr. Krivoshey spearheaded from its inception, Judge Yvonne Gonzalez Rogers (N.D. Cal.) remarked: "This Court does not often offer praise, expecting high performance from all counsel. Here though, experienced counsel has done an excellent job on behalf of plaintiff and the class and vigorously pursued the claim despite numerous hurdles." Similarly, in January 2023, Judge Raymond P. Moore (D. Co.) commended Mr. Krivoshey's "high level of skill and expertise" in navigating a class action through "uncharted legal territory" as appointed class counsel against one of the top two ski resort companies in the country.

Mr. Krivoshey brings a diverse and unique perspective to class action litigation. He emigrated from Belarus as a refugee at 8 years old, and spent the first years in America living in a tiny basement apartment with a large family, pets included. Though the accent is long gone, the connection to underrepresented and distressed communities continues to fuel his passion for consumer advocacy. Consumer class actions provide a tremendous tool to fight the feeling of being taken advantage of when facing corporate power as an individual. This work is personal, and uplifting.

Mr. Krivoshey sought to experience as much of America's immensely rich and diverse culture as possible from an early age. He grew up in Louisville, Kentucky, received undergraduate degrees in Political Science and Psychology from Vanderbilt University in Nashville, Tennessee, and graduated from New York University School of Law. In that span, he worked for the Department of Justice on bankruptcy and employment cases, at the ACLU focused on first and fourth amendment issues, and at an environmental NGO in Honolulu, Hawaii.

After law school, Mr. Krivoshey spent over a decade litigating consumer class actions at Bursor & Fisher, P.A. San Francisco Bay Area office. Mr. Krivoshey made partner in 2018, and gained a national reputation through victories and class settlements in federal and state courts throughout the country. Mr. Krivoshey then co-founded Smith Krivoshey to pursue his vision of a modern, diverse, and responsible class action litigation firm.

Selected Published Decisions:

Bayol v. Zipcar, Inc., 2014 WL 4793935 (N.D. Cal. Sept. 25, 2014), denying enforcement of forum selection clause based on public policy grounds.

Bayol v. Zipcar, Inc., 78 F. Supp. 3d 1252 (N.D. Cal. Jan. 29, 2015), denying car-rental company's motion to dismiss its subscriber's allegations of unlawful late fees.

Brown v. Comcast Corp., 2016 WL 9109112 (C.D. Cal. Aug. 12, 2016), denying internet service provider's motion to compel arbitration of claims alleged under the Telephone Consumer Protection Act.

Chaisson, et al. v. University of Southern California (Cal. Sup. Ct. Mar. 25, 2021), denying university's demurrer as to its students' allegations of unfair and unlawful late fees.

Chaisson, et al. v. University of Southern California (Cal. Sup. Ct. July 25, 2024), granting class certification of class of students that were charged late fees and appointing Smith Krivoshey as class counsel.

Choi v. Kimberly-Clark Worldwide, Inc., 2019 WL 4894120 (C.D. Cal. Aug. 28, 2019), denying tampon manufacturer's motion to dismiss its customer's design defect claims.

Goodrich, et al. v. Alterra Mountain Co., et al., 2021 WL 2633326 (D. Col. June 25, 2021), denying ski pass company's motion to dismiss its customers' allegations concerning refunds owed due to cancellation of ski season due to COVID-19.

Horanzy v. Vemma Nutrition Co., Case No. 15-cv-298-PHX-JJT (D. Ariz. Apr. 16, 2016), denying multi-level marketer's and its chief scientific officer's motion to dismiss their customer's fraud claims.

McMillion, et al. v. Rash Curtis & Associates, 2017 WL 3895764 (N.D. Cal. Sept. 6, 2017), granting nationwide class certification of Telephone Consumer Protection Act claims by persons receiving autodialed and prerecorded calls without consent.

McMillion, et al. v. Rash Curtis & Associates, 2018 WL 692105 (N.D. Cal. Feb. 2, 2018), granting plaintiffs' motion for partial summary judgment on Telephone Consumer Protection Act violations in certified class action.

Perez v. Indian Harbor Ins. Co., 2020 WL 2322996 (N.D. Cal. May 11, 2020), denying insurance company's motion to dismiss or stay assigned claims of bad faith and fair dealing arising out of $267 million trial judgment.

Perez v. Rash Curtis & Associates, 2020 WL 1904533 (N.D. Cal. Apr. 17, 2020), upholding constitutionality of $267 million class trial judgment award.

Ramirez v. S. Martinelli & Co., 2026 WL 272621 (N.D. Cal. Feb. 2, 2026), denying juice manufacturer's motion to dismiss its customers claims for false advertising.

Salazar v. Honest Tea, Inc., 2015 WL 7017050 (E.D. Cal. Nov. 12. 2015), denying manufacturer's motion for summary judgment as to customer's false advertising claims.

Sholopa v. Turk Hava Yollari A.O., Inc. (d/b/a Turkish Airlines), 2022 WL 976825 (S.D.N.Y. Mar. 31, 2022), denying airline's motion to dismiss its customers claims for failure to refund flights cancelled due to COVID-19.

Selected Class Settlements:

Perez v. Rash Curtis & Associates, Case No. 16-cv-03396-YGR (N.D. Cal. Oct. 1, 2021) granting final approval to a $75.6 million non-reversionary cash common fund settlement, the largest ever consumer class action settlement stemming from a violation of the Telephone Consumer Protection Act.

Strassburger v. Six Flags Theme Parks Inc., et al. (Ill. Cir. Ct. 2022) granting final approval to $83.6 million settlement to resolve claims of theme park members for alleged wrongful charging of fees during the COVID-19 pandemic.

Juarez-Segura, et al. v. Western Dental Services, Inc. (Cal. Sup. Ct. Aug. 9, 2021) granting final approval to $35 million settlement to resolve claims of dental customers for alleged unlawful late fees.

Niemczyk v. Pro Custom Solar LLC (D.N.J. Sep. 20, 2024) $22-30 million non-reversionary cash common fund settlement to resolve claims of class members receiving unsolicited telemarketing calls.

Allen v. Husqvarna Professional Products, Inc. (N.D.N.C. Mar. 3, 2026) granting final approval to $22 million settlement to resolve claims of purchasers of grass trimmers recalled by the CPSC.

Goodrich v. Alterra Mountain Company (D. Colo. Jan. 27, 2023) granting final approval to $20.4 million settlement to resolve claims of ski pass customers for alleged wrongful withholding of refunds due to shortened 2019-2020 ski season.

Sholopa v. Turkish Airlines (S.D.N.Y. Aug. 25, 2023) granting final approval to $14.1 million settlement to resolve claims of airline passengers for alleged late or missing refunds for flights cancelled due to COVID-19.

Moore v. Kimberly-Clark Worldwide, Inc. (Ill. Cir. Ct. July 22, 2020) granting final approval to $11.2 million settlement to resolve claims of tampon purchasers for alleged defective products.

Cortes v. National Credit Adjusters, L.L.C. (E.D. Cal. Dec. 7, 2020) granting final approval to $6.8 million settlement to resolve claims of persons who received alleged autodialed calls without prior consent in violation of the TCPA.

Bayol et al. v. Health-Ade LLC, et al. (N.D. Cal. Oct. 11, 2019) – granting final approval to $3,997,500 settlement to resolve claims of kombucha purchasers for alleged false advertising.

BRITTANY SCOTT

Brittany is a partner at Smith Krivoshey. Brittany is admitted to the State Bar of California and is a member of the bars of the United States District Court for the Northern, Central, Eastern, and Southern Districts of California, the Eastern District of Wisconsin, the Northern District of Illinois, the Western District of Michigan, the Second Circuit Court of Appeals, the Seventh Circuit Court of Appeals, and the Ninth Circuit Court of Appeals.

She is skilled at efficiently managing complex litigation and moving cases forward expediently for the benefit of her clients and class members. Brittany's practice has spanned the breadth of consumer protection litigation from false and misleading advertising to data privacy claims under statutes such as the Illinois Biometric Information Privacy Act, California Invasion of Privacy Act, and the Fair Credit Reporting Act. Brittany has been lead and co-lead counsel in class actions across the country, including *In Re: Apple Data Privacy Litigation*, Case No. 5:22-cv-07069 (N.D. Cal.). She has recovered millions of dollars for consumers in state and federal courts throughout the United States.

Prior to joining Smith Krivoshey, Brittany worked for Bursor & Fisher, P.A. During that time, she litigated hundreds of consumer class cases with a focus on false and misleading advertising and data privacy.

Brittany received her Juris Doctor from the University of California Law, San Francisco, graduating *cum laude*. During law school, she was a member of the Constitutional Law Quarterly, for which she was the Executive Notes Editor. Brittany published a note in the Constitutional Law Quarterly entitled "Waiving Goodbye to First Amendment Protections: First Amendment Waiver by Contract." Brittany also served as a judicial extern to the Honorable Andrew Y.S. Cheng for the San Francisco Superior Court. Brittany graduated from the University of California with a B.A. in Political Science.

Selected Published Decisions:

Smith v. Safeway, Inc., 2026 WL 657718 (N.D. Cal. Mar. 9, 2026), denying avocado oil retailer's motion to dismiss purchaser's false advertising claims.

Kaufmann v. Nordic Ware, Inc., 2025 WL 3754252, at *13 (D. Minn. Dec. 29, 2025), denying aluminum bakeware manufacturer's motion to dismiss purchasers' false advertising claims.

Gibson v. Albertsons Companies, Inc., 2024 WL 4514041 (N.D. Ill. Oct. 17, 2024), denying cough suppressant retailer's motion to dismiss purchaser's false advertising claims.

Ramirez v. Trusper, Inc., 2024 WL 4479862 (N.D. Cal. Oct. 11, 2024), denying health care provider's motion to compel arbitration in putative class action alleging wiretapping under California's Invasion of Privacy Act.

St. Aubin v. Carbon Health Techs., Inc., 2024 WL 4369675 (N.D. Cal. Oct. 1, 2024), denying health care provider's motion to dismiss its patient's allegations of wiretapping.

Mitchell v. Sonesta Int'l Hotels Corp., 2024 WL 4471772 (C.D. Cal. Oct. 4, 2024), adopted as modified, 2024 WL 4474491 (C.D. Cal. Oct. 4, 2024), denying hotel's motion to dismiss its guest's allegation of wiretapping.

Natale v. 9199-4467 Quebec Inc., 2023 WL 4850531 (E.D.N.Y. July 28, 2023), denying pet supply company's motion to dismiss purchaser's false advertising claims.

Locklin v. StriVectin Operating Co., Inc., 2022 WL 867248 (N.D. Cal. Mar. 23, 2022), denying sunscreen manufacturer's motion to dismiss purchaser's false advertising claims.

Selected Class Settlements:

Morrissey v. Tula Life, Inc., Case No. 2021L0000646 (Cir. Ct. DuPage Cnty. 2021) – final approval granted for $4 million class settlement to resolve claims of cosmetics purchasers for alleged false advertising.

Clarke et al. v. Lemonade Inc., Case No. 2022LA000308 (Cir. Ct. DuPage Cnty. 2022) – final approval granted for $4 million class settlement to resolve claims for alleged BIPA violations.

Whitlock v. Jabil Inc., Case No. 2021CH00626 (Cir. Ct. Cook Cnty. 2022) – final approval granted for $995,000 class settlement to resolve claims for alleged BIPA violations.

Darnall et al. v. Dude Products Inc., Case No. 2023LA000761 (Cir. Ct. Cook Cnty. 2023) – final approval granted for $9 million class settlement to resolve claims of wipe purchasers for alleged false advertising.

Natale et al. v. 9199-4467 Quebec Inc. d/b/a Earth Rated, Case No. 2:21-cv-6775 (S.D.N.Y. 2023) – final approval granted for $825,000 class settlement to resolve claims of dog waste bag purchasers for false advertising.

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

JUDY KIRKBRIDE and BEETA LEWIS, individually and on behalf of all others similarly situated,	)	Case No. 2:21-cv-00022-DRC-SCS
Plaintiffs,	)	District Judge Douglas R. Cole Magistrate Judge Courter S. Shimeall
vs.	)	
THE KROGER CO.,	)	
Defendant.	)	

DECLARATION OF SCOTT D. SIMPKINS IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

I, SCOTT D. SIMPKINS, declare as follows:

1. I am an of counsel member of the law firm of Mansour Gavin LPA (the "Mansour Firm") and a partner/principal of the law firm of Climaco Wilcox Peca & Garofoli Co., LPA (the "Climaco Firm") for purposes of closing out certain legacy matters at the Climaco Firm. In my roles at the Climaco Firm until December 31, 2023 and the Mansour Firm from January 1, 2024 to the present, I have served as local counsel for Plaintiffs and the Settlement Class in the above-captioned action (the "Action"). I submit this declaration in support of Class Counsels' application for an award of attorneys' fees in connection with services rendered in the Action, as well as for reimbursement of litigation expenses incurred in connection with the Action. I have personal knowledge of the facts set forth herein and, if called upon, could and would testify thereto.

2. As local counsel, I actively participated in the prosecution of the claims on behalf of the Plaintiffs and the Settlement Class. In particular, I performed work on behalf of the Plaintiffs and the Settlement Class at the direction and under the supervision of the Class Counsel, Bursor & Fisher, P.A., Arisohn LLC, and Smith Krivoshey, P.C. ("Class Counsel"). I participated in, among other tasks, reviewing and commenting upon draft complaints, including ensuring compliance with the S.D. Ohio local rules; preparing and filing various *pro hac vice* motions; reviewing and revising briefing on Defendants' motion to dismiss and motion to strike class allegations, Plaintiffs' motion for class certification, and numerous procedural motions and responses; reviewing and commenting on the draft protective orders, initial disclosures, and discovery requests; performing various discrete legal research; attending all in-person and telephonic court hearings including the initial case management conference, the three-day hearing on Plaintiffs' Motion for Class Certification, and the hearing on Plaintiffs' Motion for Preliminary Approval of the proposed class settlement; and reviewing the scope and terms of the proposed settlement and commenting on the draft motion for preliminary approval. I also shared with Class Counsel my knowledge of, and experience in, the local federal court and local Bar.

3. The schedule attached hereto as Exhibit 1 is a detailed summary indicating the amount of time spent by me and the professional support staff employees of my firms who, from inception of the Action through and including August 31, 2026, billed time to this Action, and the lodestar calculation for those individuals based on my respective firms' current applicable billing rates for similar matters. The schedule was prepared from contemporaneous daily time records regularly prepared and maintained by my firms.

4. The hourly rates are comparable to the rates submitted by my firms for lodestar cross-checks in other class action litigation for fee applications that have been granted. *See, e.g.,*

Government of Guam Retirement Fund v. Invacare Corporation, et al., N.D. Ohio Case No. 1:13-cv-1165 (J. Boyko); *St. Lucia County Fire District Firefighters Pension Fund v. Steris Corporation*, Cuyahoga County Common Pleas Case No. CV-14-837749 (J. Fuerst); *Dept. of Treasury of the State of New Jersey v. Cliffs Natural Resources, Inc.*, N.D. Ohio Case No. 1:14-cv-1031 (J. Polster); *Hart v. BHH, LLC*, S.D.N.Y. Case No. 1:15-cv-04804 (J. Pauley); *Schmidt v. AT&T*, Cuyahoga Common Pleas Case No. CV-09-688788 (J. O'Donnell); *Gemelas v. The Dannon Company, Inc.*, N.D. Ohio Case No. 1:08-cv-00236 (J. Polster); *In re Diebold ERISA Litig.*, N.D. Ohio Case No. 5:06-cv-0170 (J. Adams); *In re Cooper Companies Derivative Litig.*, C.D. Cal. Case No. 8:06-cv-00169 (J. Carney); *In re Scottish Re Group Securities Litig.*, S.D.N.Y. Case No. 06-cv-5853 (J. Scheindlin); *In re OM Group Securities Litig.*, N.D. Ohio Case No. 02-cv-2163 (J. Nugent); *In re ProQuest Company Derivative Litig.*, E.D. Mich. Case No. 2:06-cv-11845 (J. Cohn).

5. The total number of hours reflected in **Exhibit 1** from inception through December 31, 2023 for the Climaco Firm is 41.5 hours. The total lodestar reflected in **Exhibit 1** for that period is $26,662.50, consisting of $25,987.50 for attorneys' time and $675.00 for professional support staff time.

6. The total number of hours reflected in **Exhibit 1** from January 1, 2024 through and including August 31, 2026 for the Mansour Firm is 141.25. The total lodestar reflected in **Exhibit 1** for that period is $95,343.75, consisting of $95,343.75 for attorneys' time.

7. My firms' lodestar figures are based upon the respective firm's billing rates, which rates do not include charges for expense items. Expense items are billed separately and such charges are not duplicated in my respective firm's billing rates.

8. As detailed in **Exhibit 2**, the Climaco Firm is seeking reimbursement for a total of

$843.45 in expenses incurred in connection with the prosecution of this Action and the Mansour Firm is seeking reimbursement for a total of $1,591.64 in expenses incurred in connection with the prosecution of this Action.

9. The litigation expenses reflected in **Exhibit 2** are the actual incurred expenses.

10. The litigation expenses incurred in this Action are reflected on the books and records of my firms. These books and records are prepared from expense vouchers, check records and other source materials and are an accurate record of the expenses incurred.

11. With respect my standing as local counsel for the Settlement Class, attached hereto as **Exhibit 3** is a brief biography of the Mansour Firm and my personal biography, which includes some work I performed as a Climaco Firm partner/principal.

12. Attached hereto as **Exhibit 4** is the Climaco Firm's detailed and contemporaneously maintained billing records for this matter. Attached hereto as **Exhibit 5** is the Mansour Firm's detailed and contemporaneously maintained billing records for this matter. I have reviewed all of the time entries for both the Climaco Firm and the Mansour Firm associated with this case and have used billing judgment to ensure that duplicative and unnecessary time has been excluded and that only time reasonably devoted to the litigation has been included.

I declare, under penalty of perjury, that the foregoing facts are true and correct. Executed on September 14, 2026.

Scott D. Simpkins

EXHIBIT 1

CLIMACO WILCOX PECA & GAROFOLI CO., LPA

TIME REPORT

Inception through and including December 31, 2023

NAME	HOURS	HOURLY RATE	LODESTAR
Attorneys			
Scott D. Simpkins	38.5	675	25,987.50
Staff			
Gina Bruno	3.0	225	675.00
TOTALS	41.5		26,662.50

MANSOUR GAVIN, LPA

TIME REPORT

January 2, 2025 through and including August 31, 2026

NAME	HOURS	HOURLY RATE	LODESTAR
Attorneys			
Scott D. Simpkins	141.25	675	95,343.75
Staff			
N/A			
TOTALS	141.25		95,343.75

EXHIBIT 2

CLIMACO WILCOX PECA & GAROFOLI CO., LPA

EXPENSE REPORT

CATEGORY	AMOUNT
Court Fees	$802.00
Postage & Express Mail	$35.45
Internal Copying	$0.00
Outside Copying	$16.00
TOTAL EXPENSES:	**$853.45**

MANSOUR GAVIN, LPA

EXPENSE REPORT

CATEGORY	AMOUNT
Court Fees	$400.00
Postage & Express Mail	$0.00
Internal Copying	$0.00
Outside Copying	$43.10
Mileage	$327.50
Parking	$120.25
Lodging	$700.79
TOTAL EXPENSES:	**$1,591.64**

EXHIBIT 3

[FIRM AND PERSONAL RESUME]

MANSOURGAVIN LPA



About Mansour Gavin

MANSOURGAVIN LPA

About Mansour Gavin

Let's Get to Know Each Other.

That's how Mansour Gavin has been building strong, successful relationships for more than 60 years. We believe it's as crucial as our industry-leading expertise.

Large-firm capabilities and a commitment to personalized service.

We provide a wide range of legal services to some of the most successful corporations in the United States, including the routine handling of complex legal matters. Yet, much of our focus is on small and middle-market clients based in Northeast Ohio.

Driven by our clients' needs and focused on solving their challenges.

We work closely with clients to learn the complexities of their business. It helps us move quickly on emerging matters, utilize experienced attorneys more often, and focus on long-term business goals. We often help uncover new strategies that extend beyond legal work.

A Dedication to Our Community.

Since our founding more than 70 years ago, Mansour Gavin has been deeply committed to serving clients in Northeast Ohio, the community we call home. Each of us believes it's our responsibility to serve the community. We maintain strong professional relationships with public officials, the courts, and community leaders.

You'll find our leadership at the forefront of civic initiatives, helping advance our region and build for the future. Not only are we engaged on numerous charitable boards, but we volunteer our personal time to make a difference. It's a culture that fosters a uniquely collaborative connection with our clients and our community and offers innumerable results.

MANSOURGAVIN LPA

Our Practice Areas

Labor And Employment
We counsel public and private sector employers on ways to proactively prevent costly litigation. We act as an extension of their human resources departments, providing guidance in areas such as hiring, disciplinary actions, investigations, and terminations. We provide counseling in the areas of family leave, discrimination, education and school law, and executive employment contracts. We work with unionized companies with contract and disciplinary matters and assist union free organizations in training and union avoidance.

Estate Planning and Probate
Mansour Gavin's Estate Planning and Probate Group offers comprehensive services tailored to clients at every stage of life. Our goal is to safeguard private capital through effective and thorough estate planning, guardianship administration, estate and trust administration, and resolution of estate and trust disputes.

Environmental
We provide guidance to individuals and businesses on ensuring compliance with state and federal environmental health and safety laws and offer assistance in implementing international regulations, such as Europe's WEEE and RoHS standards.

Intellectual Property
Our attorneys regularly advise clients on appropriately selecting and publicizing their trademarks. We manage trademark portfolios from the beginning stages of an idea, through application and registration, and beyond. We prepare copyright applications and handle internet domain name dispute matters in all ICANN accredited forums. Our office also manages patent infringement and trade secret litigation in the U.S. Patent and Trademark Office, federal and state court, and offers intellectual property enforcement services worldwide.

Civil Litigation
We handle a diverse range of cases, including complex business disputes, product litigation, tort claims, unfair competition issues, and professional liability claims. We work closely with our clients to establish clear goals early and adjust our approach as matters evolve.

Alternative Dispute Resolution (ADR)
We offer mediation, arbitration, and neutral evaluation services to lawyers, litigants, courts, and companies seeking to help parties resolve simple or complex disputes. ADR, especially when implemented early, can significantly reduce costs and provide certainty in an otherwise uncertain process.

Corporate and Business Services
We offer legal counsel for a broad spectrum of business needs, serving entrepreneurs, start-ups, small to medium-sized businesses, major companies, and private equity firms. Our attorneys possess extensive business, management, and technical knowledge, enabling them to provide sound, practical legal advice to guide our clients through challenging and complex transactions, as well as the intricate environments in which they do business.

Real Estate and Land Use
Our attorneys represent developers, corporations, companies, municipalities, townships and individuals in transactional and litigation matters involving property acquisition, development, ownership and management. Services include representation in eminent domain and land appropriation proceedings, review and preparation of contracts and leases, preparation of filings and materials for boards of zoning appeals, planning commissions and city councils, administrative board hearings; appeals to common pleas courts, and advanced litigation in federal or state court.

Find out the difference our client focused, solutions driven approach can mean for you at MansourGavin.com.

FOLLOW US:

MANSOURGAVIN LPA



Litigation Overview

MANSOURGAVIN LPA

Litigation

Mansour Gavin's litigation group is dedicated to delivering exceptional legal representation, tailored to each client's objectives. We work closely with our clients to establish clear goals early and adjust our approach as matters evolve.

Our litigation group is the foundation of our firm, and our team of attorneys represent closely held businesses, corporations, and public entities in complex litigation, including shareholder, member, and partnership disputes; contract and labor and employment claims; unfair competition matters; class actions; product and professional liability defense; tort claims; and municipal and public sector litigation. We serve a diverse client base across a wide range of industries, including insurance, real estate development, healthcare, transportation, construction, retail, and government.

With extensive courtroom experience, our litigators have a proven track record of securing favorable outcomes. We carefully consider the costs, risks, and potential outcomes of litigation and advise clients on the best path forward, including alternative dispute resolution when appropriate. Our collaborative, cross-disciplinary approach allows us to draw on the firm's broader capabilities to provide comprehensive legal solutions.

We advise our clients and help them navigate through a wide range of matters:

- Alternative Dispute Resolution and Mediation
- Aviation and Transportation
- Business Disputes
- Civil Rights
- Complex Commercial Litigation
- Construction and Design Defects
- D&O and E&O Claims
- Employer Intentional Torts
- Employment
- Environmental Claims
- General Litigation
- Insurance Defense
- Political Subdivision Representation
- Premises Liability
- Product Liability
- Professional Liability
- Tort Litigation
- Toxic Tort and Asbestos Litigation
- Workers' Compensation

Find out the difference our client focused, solutions driven approach can mean for you at MansourGavin.com.

FOLLOW US:



MANSOURGAVIN LPA

SCOTT D. SIMPKINS

COUNSEL

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mansourgavin.com

EDUCATION

CAPITAL UNIVERSITY LAW SCHOOL

- J.D., *cum laude*

OHIO WESLEYAN UNIVERSITY

- B.A.

PRACTICE AREAS

- Real Estate and Land Use
- Civil Litigation
- Labor and Employment

ADMISSIONS

- Ohio
- U.S. District Court, Northern District of Ohio
- U.S. District Court, Southern District of Ohio
- U.S. District Court, Eastern District of Michigan
- U.S. Court of Appeals, Sixth Circuit
- U.S. Court of Appeals, Ninth Circuit

PROFILE

Scott Simpkins brings over 25 years of legal experience to his practice, which began in complex commercial litigation and has evolved to include general counsel and transactional services. His litigation experience encompasses contract disputes, labor and employment issues, municipal and public entity matters, construction, real estate, and general commercial litigation. Scott's work in these areas spans from client consultations and pre-suit negotiations to prosecuting claims and defenses at both the trial and appellate levels, including appearances before the Ohio Supreme Court and federal courts of appeals. He has also represented clients before a wide range of federal, state, and local administrative and legislative bodies.

In addition to his litigation work, Scott serves as a trusted advisor to business and public entities, providing general counsel and transactional services across a variety of corporate matters. His experience includes negotiating and advising on employment, construction, real estate and leasing, and regulatory compliance issues.

Throughout his career, Scott has also played a key role in prosecuting and defending various class action and multi-district litigation matters, including unpaid overtime compensation litigation, tobacco litigation, consumer fraud class actions and securities litigation.

Below is a selection of Scott's representative class action and securities fraud litigation matters:

REPRESENTATIVE MATTERS

- *In re OM Group Securities Litigation*, Case No. 1:02-cv-2163 (N.D. Ohio). Co-Lead Counsel. Resulted in a $92.4 million settlement.
- *Garlich v. Bowman, et al.*, Case No. A 0302720 (Hamilton County, Ohio) (shareholder derivative action against Cincinnati Bell). Lead Counsel for Lead Plaintiff. Achieved a favorable settlement resulting in significant corporate governance reforms.



MANSOURGAVIN LPA

SCOTT D. SIMPKINS

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- J.D., *cum laude*

OHIO WESLEYAN UNIVERSITY

- B.A.

PRACTICE AREAS

- Real Estate and Land Use
- Civil Litigation
- Labor and Employment

ADMISSIONS

- Ohio
- U.S. District Court, Northern District of Ohio
- U.S. District Court, Southern District of Ohio
- U.S. District Court, Eastern District of Michigan
- U.S. Court of Appeals, Sixth Circuit
- U.S. Court of Appeals, Ninth Circuit

REPRESENTATIVE MATTERS

- *Lingo v. State of Ohio*, Case No. CV 05 564761 (Cuyahoga County, Ohio). Counsel for Berea Municipal Clerk of Courts. Successfully defended against class action claim seeking reimbursement of court costs through appeals to the Ohio Supreme Court.
- *Albrecht v. Treon*, Case No. 1:06-cv-274 (S.D. Ohio). Counsel for Cuyahoga County Coroner in defense of class action claim. Putative class action matter dismissed upon certified issue of state law before the Ohio Supreme Court and subsequent litigation in federal court through the Sixth Circuit.
- *In re Cooper Companies*, Inc. Derivative Litigation, Case No. 8:06-cv-300 (C.D. California). Co-Lead Counsel as representatives of the derivative plaintiffs. Secured a favorable settlement, resulting in significant corporate governance reforms.
- *In re Diebold ERISA Litigation*, Case No. 5:06-cv-170 (N.D. Ohio. Liaison Counsel. The matter was settled for $4.5 million.
- *In re Scottish Re Group Securities Litigation*, Master File No. 06 CV 5853 (S.D. N.Y.). Co-counsel for Lead Plaintiff, the State Teachers' Retirement System of Ohio. The matter was settled for $37.5 million.
- *In re ProQuest Company Shareholder Derivative Litigation*, Case No. 2:06-CV-11845 (E.D. Michigan). Co-Lead Counsel for the derivative plaintiffs. Achieved a favorable settlement and significant corporate governance reforms.
- *School Employees Retirement System of Ohio v. Wachovia Bank, NA, d/b/a Wachovia Global Securities Lending, et al.*, Case No. 2:10-cv-1160 (S.D. Ohio). Co-counsel for the Ohio School Employees Retirement System in claims arising from Defendants' securities lending program.
- *Robert Schmidt, et al. v. AT&T*, Case No. CV-09-688788 (Cuyahoga County, Ohio). Counsel for Plaintiffs. Achieved a $258 million claims-made settlement, including cy pres relating to AT&T's DSL speed.
- *Siding & Insulation Co. v. Beachwood Hair Clinic*, Case No. 1:11-cv-01074 (N.D. Ohio). Co-counsel on TCPA claim resulting in certified class action settlement.



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- B.A.

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- Real Estate and Land Use
- Civil Litigation
- Labor and Employment

ADMISSIONS

- Ohio
- U.S. District Court, Northern District of Ohio
- U.S. District Court, Southern District of Ohio
- U.S. District Court, Eastern District of Michigan
- U.S. Court of Appeals, Sixth Circuit
- U.S. Court of Appeals, Ninth Circuit

REPRESENTATIVE MATTERS

- *Sandusky Wellness Center v. Heel, Inc.*, Case No. 3:12-cv-1470 (N.D. Ohio). Co-counsel on TCPA claim resulting in certified class action settlement.
- *Sandusky Wellness Center v. Wagner Wellness Inc.*, Case No. 12-cv-2257 (N.D. Ohio). Co-counsel on TCPA claim resulting in certified class action settlement.
- *Government of Guam Retirement Fund v. Invacare Corporation*, Case No. 1:13-cv-1165 (N.D. Ohio). Liaison Counsel on behalf of court-appointed Lead Plaintiff. The matter was settled for $11 million.
- *St. Lucie County Fire District Firefighters' Pension Trust Fund v. Walter M. Rosebaugh, Jr., et al.*, Case No. CV-14-837749 (Cuyahoga County, Ohio) (Shareholder derivative action against Steris Corporation). Counsel for Plaintiff. Achieved a favorable settlement resulting in enhanced disclosures relating to a corporate inversion merger and certain corporate governance protections.
- *Department of Treasury of the State of New Jersey and Its Division of Investment v. Cliffs Natural Resources Inc.*, Case No. 1:14-cv-1031 (N.D. Ohio). Liaison Counsel on behalf of court-appointed Lead Plaintiff in a matter that was settled for $84 million.
- *Sharier v. Top of the Viaduct, LLC*, Case No. 5:16-cv-343 (N.D. Ohio). Defense of collective action for FLSA and OMFWSA claims based on alleged unpaid overtime compensation. Resolved via negotiated settlement.
- *In re National Prescription Opiate Litigation*, Case No. 1:17-cv-2804 (N.D. Ohio). Local counsel for eight political subdivisions in national MDL against manufacturers and distributors of opioids.

INVOLVEMENT

- Cuyahoga County Court of Common Pleas, Assistant Arbitrator
- Ohio State Bar Association, Member
- Cleveland Metropolitan Bar Association, Member
- Martindale-Hubbell Peer Reviewed
- Rated by Super Lawyers

EXHIBIT 4

[CLIMACO FIRM BILLING RECORDS]

CLIMACO WILCOX PECA & GAROFOLI CO. LPA
ATTORNEYS AND COUNSELLORS AT LAW

North Point Tower
Suite 1400
1001 Lakeside Avenue, E.
Cleveland, OH 44114
(216) 621-8484

FEDERAL I.D. NO.
34-1373042

Judy Kirkbride

September 11, 2026

Matter: 17342.001
Invoice No.: 260122

Re: Kirkbride v. Kroger, Co.

FOR PROFESSIONAL SERVICES RENDERED THROUGH 03/31/2026

DATE	DESCRIPTION	ATTY	HOURS
01/04/21	Research local rules on Southern District of Ohio filings and service process; forward information to SDS.	GAB	0.75
01/05/21	Call with Southern District of Ohio clerk; confirm service process during Covid-19; prepare service by clerk via certified mail.	GAB	1.00
01/05/21	Review and revise draft complaint; exchange emails with co-counsel; finalize and file complaint and related documents.	SDS	2.00
01/07/21	Prepare service by clerk via certified mail; prepare Fedex package to clerk with enclosure letter.	GAB	1.00
01/07/21	Attend to service.	SDS	0.50
01/08/21	Exchange emails with co-counsel and follow-up on service.	SDS	0.50
01/13/21	Attend to court notice of service; exchange emails with co-counsel.	SDS	0.50
01/21/21	Exchange emails with co-counsel; draft and file pro hac motions.	SDS	1.50
02/04/21	Exchange emails with co-counsel and confirm service.	SDS	0.50
02/09/21	Exchange emails with co-counsel regarding	SDS	0.25

CLIMACO, WILCOX, PECA & GAROFOLI CO., L.P.A.
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North Point Tower
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1001 Lakeside Avenue, E.
Cleveland, OH 44114
(216) 621-8484

FEDERAL I.D. NO.
34-1373042

DATE	DESCRIPTION	ATTY	HOURS
	service.		
02/09/21	Call to clerk regarding noting service on docket; advise SDS.	GAB	0.25
02/17/21	Exchange emails with co-counsel; finalize and file application for default.	SDS	0.75
02/18/21	Exchange emails with co-counsel.	SDS	0.50
02/23/21	Attend to court order scheduling case management conference; attend to emails.	SDS	0.50
03/12/21	Exchange emails with co-counsel.	SDS	0.50
03/16/21	Review, finalize and file R. 26(f) status report.	SDS	0.75
03/25/21	Attend to protective order from court.	SDS	0.25
04/09/21	Download and review defendant's motion to dismiss and defendant's motion to stay.	SDS	2.25
04/12/21	Exchange emails with co-counsel; review, revise, finalize and file opposition to motion to stay discovery.	SDS	1.25
04/15/21	Exchange emails with co-counsel; review ESI protocol and initial disclosures.	SDS	1.00
04/26/21	Review defendant's reply in support of motion to stay discovery.	SDS	0.75
04/29/21	Review, finalize and file first amended complaint.	SDS	1.25
05/19/21	Attend to defendant's motion to strike.	SDS	0.50
05/21/21	Exchange emails with co-counsel; finalize and file opposition to motion to dismiss.	SDS	2.00

CLIMACO, WILCOX, PECA & GAROFOLI CO., L.P.A.
ATTORNEYS AND COUNSELLORS AT LAW

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Cleveland, OH 44114
(216) 621-8484

FEDERAL I.D. NO.
34-1373042

Invoice No.: 260122
Matter: 17342.001

DATE	DESCRIPTION	ATTY	HOURS
05/25/21	Finalize and file opposition to motion to strike class allegations.	SDS	1.00
06/01/21	Attend to defendant's reply on motion to strike.	SDS	0.50
07/12/22	Review court order denying motion to dismiss; exchange emails with co-counsel.	SDS	1.00
07/26/22	Attend to emails.	SDS	0.25
07/27/22	Exchange emails with co-counsel; review, finalize and file motion to strike and affirmative defenses.	SDS	1.00
07/28/22	Review emails and status report in anticipation of status conference with court; attend status conference.	SDS	0.50
08/05/22	Exchange emails with co-counsel; finalize and file R. 26(f) report of parties.	SDS	0.50
08/08/22	Review court's pretrial order; docket case management dates.	SDS	0.50
08/18/22	Review and file reply in support of motion to strike affirmative defenses.	SDS	1.00
08/19/22	Attend to emails.	SDS	0.25
08/30/22	Review emails and attachments.	SDS	0.50
09/06/22	Attend to emails; finalize and file Hatfield dismissal.	SDS	1.00
09/30/22	Attend to emails.	SDS	0.50
12/30/22	Attend to emails.	SDS	0.25
01/10/23	Exchange emails with co-counsel regarding discovery disparity.	SDS	0.50

CLIMACO, WILCOX, PECA & GAROFOLI CO., L.P.A.
ATTORNEYS AND COUNSELLORS AT LAW

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FEDERAL I.D. NO.
34-1373042

Invoice No.: 260122
Matter: 17342.001

DATE	DESCRIPTION	ATTY	HOURS
01/12/23	Review discovery dispute letter and exchange emails with co-counsel; finalize and serve letter.	SDS	1.00
01/18/23	Prepare for and attend discovery conference.	SDS	1.00
01/24/23	Review and file motion to strike renewal.	SDS	0.50
02/16/23	Exchange emails with co-counsel.	SDS	0.25
03/03/23	Exchange emails with co-counsel.	SDS	0.25
03/06/23	Finalize and file motion to amend protective order and exchange emails with co-counsel.	SDS	0.50
05/19/23	Exchange emails with co-counsel.	SDS	0.25
06/07/23	Attend to emails.	SDS	0.25
06/27/23	Attend to emails.	SDS	0.50
07/12/23	Attend to emails.	SDS	0.50
07/13/23	Attend to emails.	SDS	0.50
07/20/23	Attend to emails.	SDS	0.25
07/27/23	Attend to emails with plaintiff's and defendant's counsel.	SDS	0.50
08/09/23	Attend to emails.	SDS	0.50
08/22/23	Attend to emails.	SDS	0.25
08/23/23	Attend to emails.	SDS	0.25
08/24/23	Exchange emails with co-counsel.	SDS	0.25
08/25/23	Attend to emails.	SDS	0.50
09/06/23	Attend to emails.	SDS	0.25

CLIMACO, WILCOX, PECA & GAROFOLI CO., L.P.A.
ATTORNEYS AND COUNSELLORS AT LAW

North Point Tower
Suite 1400
1001 Lakeside Avenue, E.
Cleveland, OH 44114
(216) 621-8484

FEDERAL I.D. NO.
34-1373042

Invoice No.: 260122
Matter: 17342.001

DATE	DESCRIPTION	ATTY	HOURS
09/08/23	Exchange emails with co-counsel; finalize and file motion to dismiss Mackery and motion to amend case management schedule.	SDS	0.75
09/20/23	Attend to emails.	SDS	0.25
10/27/23	Attend to emails.	SDS	0.50
11/15/23	Attend to emails.	SDS	0.50
11/20/23	Attend to emails.	SDS	0.50
12/04/23	Attend to emails.	SDS	0.25
12/29/23	File notice of address change.	SDS	0.25

Total Services: 26,662.50

Expenses Incurred:

Postage	8.00
Outside Copying Expense	16.00
Express Mail Charge	27.45
Filing Fee	802.00
TOTAL:	853.45

853.45

Total Services and Expenses Incurred: $ 27,515.95

CLIMACO, WILCOX, PECA & GAROFOLI CO., L.P.A.
ATTORNEYS AND COUNSELLORS AT LAW

North Point Tower
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1001 Lakeside Avenue, E.
Cleveland, OH 44114
(216) 621-8484

FEDERAL I.D. NO.
34-1373042

Invoice No.: 260122
Matter: 17342.001

Total Balance Due: $ 27,515.95

EXHIBIT 5

[MANSOUR FIRM BILLING RECORDS]

MANSOURGAVIN LPA
1001 Lakeside Avenue | Suite 1400 | Cleveland, OH 44114

September 9, 2026

Bursor & Fisher
888 Seventh Avenue
New York, NY 10019

Invoice No. 1013740
Client No. 7719
Matter No. 0001

BILLING SUMMARY

For Professional Services Rendered for the period ending: August 31, 2026.

RE: Kroger Co. - Litigation

Total Professional Services	$ 95,343.75
Total Expenses	$ 1,591.64
TOTAL THIS INVOICE	**$ 96,935.39**

MANSOUR GAVIN LPA

Invoice No. 1013740 September 9, 2026

RE: Kroger Co. - Litigation
Tax ID 34-1236207

PROFESSIONAL SERVICES

Date	Tkpr	Description	Hours
1/02/24	SDS	Exchange emails with co-counsel; file motion for partial dismissal	.75
1/08/24	SDS	Attend to emails	.25
1/12/24	SDS	Attend to emails with co-counsel/defense counsel	.50
1/19/24	SDS	Attend to emails	.25
1/23/24	SDS	Attend to emails	.25
1/26/24	SDS	Attend to emails	.25
1/29/24	SDS	Attend to emails	.25
1/30/24	SDS	Attend to emails	.25
1/31/24	SDS	Attend to docketing and reviewing defendant's reply ISO motion to dismiss; circulate to co-counsel	.75
2/15/24	SDS	Attend to emails with opposing and co-counsel	.25
2/19/24	SDS	Exchange emails with co-counsel; gather research regarding filing documents under seal in SD Ohio; gather examples of motions to file under seal and exchange emails with co-counsel	2.25
2/20/24	SDS	Exchange emails with co-counsel	.25
2/21/24	SDS	Attend to emails	.25
2/22/24	SDS	Review and revise notice of address change; finalize and file same; docket and review joint motion to file documents under seal; exchange emails with co-counsel	1.25
2/26/24	SDS	Review draft motion for class certification; finalize and file same under seal with SD Ohio clerk's office; exchange emails with co-counsel; exchange follow up emails with co-counsel and defense counsel	2.00
3/01/24	SDS	Attend to emails with defense counsel	.25
3/08/24	SDS	Attend to emails	.25
3/12/24	SDS	Docket and review defendant's motion and notice regarding permanently maintaining certain documents under seal	.50
3/26/24	SDS	Attend to emails	.25
3/28/24	SDS	Attend to order regarding filing under seal	.50
4/03/24	SDS	Attend to emails with co-counsel and Defendant's motion to file under seal	.50
4/05/24	SDS	Exchange emails with co-counsel; review redacted exhibit; prepare notice of filing; file same and exchange emails with co-counsel	1.50
4/09/24	SDS	Attend to emails with Defendant's counsel	.25
4/15/24	SDS	Attend to emails with defense counsel	.25

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Date	Tkpr	Description	Hours
4/16/24	SDS	Attend to emails with defense counsel	.25
4/24/24	SDS	Attend to emails	.25
4/26/24	SDS	Attend to emails	.25
5/08/24	SDS	Attend to emails with defense counsel	.25
5/09/24	SDS	Attend to emails with co-counsel and defense counsel	.25
5/10/24	SDS	Attend to emails with co-counsel and defense counsel	.25
5/13/24	SDS	Attend to email with co-counsel and defense counsel; review stipulation	.50
5/14/24	SDS	Attend to emails with co-counsel and defense counsel; attend to joint motion to file under seal	.75
5/16/24	SDS	Attend to court order on motion to file under seal; docket relevant dates for responding	.50
5/28/24	SDS	Attend to docketing class certification filings	.50
5/29/24	SDS	Exchange numerous emails with co-counsel regarding defendant's opposition to class certification and motions to exclude	1.00
5/30/24	SDS	Attend to emails	.25
5/31/24	SDS	Attend to emails; review Defendant's opp to class certification and motions to exclude experts	2.50
6/03/24	SDS	Attend to emails between defense counsel and co-counsel; review various draft pleadings in anticipation of filing	.75
6/04/24	SDS	Exchange emails with co-counsel; review/revise motion for extension of time; attend to filing motion	.75
6/05/24	SDS	Attend to emails amongst co-counsel and defense counsel; review draft motion to remain under seal	.50
6/06/24	SDS	Attend to emails amongst counsel	.25
6/10/24	SDS	Review draft motion to keep under seal; exchange emails with co-counsel; attend to emails with defense counsel regarding defendant's motion to remain under seal	1.00
6/11/24	SDS	Finalize and file motion to keep documents under seal; attend to emails from defense counsel	.75
6/12/24	SDS	Docket and review Defendant's motion to permanently seal	.50
6/13/24	SDS	Docket and review court order granting motions to seal	.25
6/21/24	SDS	Attend to Defendant's opp to class certification and related motion practice	.75
6/24/24	SDS	Docket Defendant's motion for pro hac admission	.25
7/18/24	SDS	Attend to emails with co-counsel and defense counsel	.25
7/22/24	SDS	Exchange emails with co-counsel regarding filing documents under seal	.50
7/23/24	SDS	Attend to emails with co-counsel and defense counsel; finalize and file motion to file briefing under seal	.75

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Date	Tkpr	Description	Hours
7/25/24	SDS	Exchange emails with co-counsel; review drafts of responses to Defendant's motions to exclude expert witnesses; finalize and file opposition briefs and docket filed copies	2.00
7/26/24	SDS	Review reply brief ISO motion for class certification; finalize and file under seal reply brief	1.50
8/06/24	SDS	Attend to emails with co-counsel; review draft redactions and motion to seal	.50
8/07/24	SDS	Attend to emails with defense counsel	.50
8/08/24	SDS	Review draft plaintiff's motion to permanently seal	.50
8/09/24	SDS	Attend to plaintiff's motion to redact; docket defendant's motion to redact	1.00
8/12/24	SDS	Exchange emails with co-counsel	.50
8/13/24	SDS	Attend to filing redacted reply brief ISO class certification	.50
8/31/24	SDS	Attend to defendant's numerous late Friday filings and exchange emails with co-counsel	1.25
9/19/24	SDS	Review various Daubert briefing, finalize and file briefing; exchange emails with co-counsel	1.50
10/03/24	SDS	Docket and review defendant's replies on motions to strike and to file surreply brief	.50
10/30/24	SDS	Attend to defendants' motion for status conference; exchange emails with co-counsel	.50
10/31/24	SDS	Review and file opposition to Defendant's motion for status conference; docket same; docket court order setting telephonic conference and exchange emails with co-counsel	1.00
11/04/24	SDS	Attend to emails with co-counsel	.25
11/05/24	SDS	Review materials in anticipation of telephonic status conference	.50
11/06/24	SDS	Prepare for and attend telephonic status conference with court	.75
11/13/24	SDS	Attend to joint stipulation regarding evidentiary hearing dates	.75
1/14/25	SDS	Exchange emails with co-counsel	.50
1/22/25	SDS	Attend to emails with co-counsel	.25
2/19/25	SDS	Attend to reviewing/revising and filing pro hac vice motions	.75
2/27/25	SDS	Attend to defendant's pro hac vice motion	.25
2/28/25	SDS	Attend to order granting pro hac	.25
3/07/25	SDS	Review defendant's motion for status conference; attend to scheduling hotel reservation	1.00
3/10/25	SDS	Attend to emails with co-counsel; finalize and file notice of change of firm affiliation; docket court order regarding status conference; review briefing on class certification motion	3.00
3/13/25	SDS	Prepare for and attend telephonic status conference	.50

Date	Tkpr	Description	Hours
3/14/25	SDS	Gather documents and review in preparation of hearing on class certification and experts testimony	4.25
3/17/25	SDS	Attend to preparation for class certification hearing; exchange emails with co-counsel	3.00
3/18/25	SDS	Travel to Columbus for class certification hearing; meet with courtroom deputy; gather defendant's exhibits for hearing	5.00
3/19/25	SDS	Attend hearing on class certification and follow up on destruction of boxes of exhibits with assistant	7.00
3/20/25	SDS	Attend hearing on class certification	9.00
3/21/25	SDS	Attend class certification hearing and travel home from Columbus	8.50
3/24/25	SDS	Discuss matter with co-counsel; gather research regarding potential settlement approval	1.00
3/31/25	SDS	Review court's order granting class certification	1.00
4/01/25	SDS	Attend to court order scheduling telephonic status conference	.50
4/04/25	SDS	Attend to new filings by defendant; exchange emails with co-counsel; discuss credit card changes issue with CT	1.00
4/07/25	SDS	Attend to texts and emails regarding parking charge; attend to emails amongst counsel	.50
4/08/25	SDS	Attend to status report and order scheduling status conference; attend telephonic status conference with court; exchange emails with co-counsel regarding Sixth Circuit admission	1.00
4/09/25	SDS	Attend to court order on class cert	.25
4/10/25	SDS	Exchange emails with co-counsel regarding reporter inquiry	.25
4/11/25	SDS	Review defendant's petition for Sixth Circuit review; review local rules regarding attorney admission, response time and filing requirements	1.50
4/18/25	SDS	Exchange emails with co-counsel; finalize and file notice of filing hearing exhibits	1.00
4/21/25	SDS	Exchange emails with co-counsel; prepare and file appearance of counsel form and discuss with clerk's office; finalize and file response to Kroger's petition for leave to appeal and discuss with co-counsel	1.50
4/22/25	SDS	Exchange emails with clerk of court's office and co-counsel; attend to filing corporate disclosure statements; review opposition to petition	1.50
4/23/25	SDS	Attend to emails with defense counsel	.25
4/25/25	SDS	Attend to clerk's notice of return of unfiled copy of petition oppositions	.25
5/22/25	SDS	Attend to motion to stay pending mediation	.50
5/27/25	SDS	Review and docket court order on joint motion to stay appeal	.50
5/28/25	SDS	Review time and expense reports; review prior Marbley decisions on approval of consumer class action matters	1.50
5/29/25	SDS	Discuss billing matters with accounting	.25

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Date	Tkpr	Description	Hours
6/04/25	SDS	Exchange emails with co-counsel	.50
6/05/25	SDS	Review and docket mediation retainer	.25
7/23/25	SDS	Attend to docket on mediation date and status report due to court	.25
8/01/25	SDS	Attend to status report to court	.25
8/02/25	SDS	Attend to court order on stay	.25
8/29/25	SDS	Attend to status report to court and emails amongst counsel	.50
9/29/25	SDS	Attend to status report to court of appeals and docket next due date	.50
10/23/25	SDS	Attend to emails with defense counsel and review draft status report to court	.50
10/29/25	SDS	Attend to status report to court	.50
12/23/25	SDS	Attend to status report	.50
1/21/26	SDS	Review time records in anticipation of settlement	.50
1/22/26	SDS	Attend to joint status report and docket same	.25
2/13/26	SDS	Review time and expense materials; check prior decisions regarding class settlement and fee approval; survey prior approved lodestar rates	2.00
2/20/26	SDS	Review and docket parties status report	.25
3/06/26	SDS	Exchange emails with L. Young regarding firm brochure for purposes of fee application and class cert	.25
3/12/26	SDS	Exchange emails with co-counsel; review, finalize and file motion for preliminary approval of settlement	1.50
3/13/26	SDS	Review settlement agreement and declarations; exchange emails with co-counsel	1.50
3/16/26	SDS	Review and revise firm brochure; update personal biography and prepare list of class action matters and prior approved hourly rates	3.50
3/17/26	SDS	Exchange emails with L. Young regarding firm brochure and review/revise personal biography and list of class action matters	1.25
3/18/26	SDS	Discuss time and expense with CP and update lodestar report	.50
3/19/26	SDS	Docket and review Sixth Circuit motion to stay	.50
3/20/26	SDS	Exchange emails with L. Young regarding updated firm brochure and personal bio	.50
3/30/26	SDS	Attend to Sixth Circuit order re abeyance; docket notice of related case; review related case complaint	1.50
4/14/26	SDS	Check docket and recent filings in TPP related case	.25
4/20/26	SDS	Attend to status report to Sixth Circuit and docket same	.50
5/14/26	SDS	Discuss matter with J. Marchese	.25
5/20/26	SDS	Attend to status report filing	.25
5/21/26	SDS	Discuss strategy inhouse; discuss matter with co-counsel;' discussed status of motion for preliminary approval	.75

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Date	Tkpr	Description	Hours
5/27/26	SDS	Attend to court order scheduling hearing	.50
5/28/26	SDS	Exchange emails with co-counsel regarding preliminary approval hearing; review motion for preliminary approval	2.25
5/29/26	SDS	Review settlement motion and settlement agreement and claim form in preparation for preliminary approval hearing	2.00
6/03/26	SDS	Complete review of material in preparation for preliminary approval hearing; review current timesheets compilation	1.50
6/08/26	SDS	Travel to and from Columbus and attend hearing on motion for preliminary approval	7.00
6/09/26	SDS	Gather research and prepare affidavit in support of attorney fees	3.00
6/22/26	SDS	Attend to Sixth Circuit status report	.50
6/23/26	SDS	Exchange emails with Court's law clerk; review proposed order and send to law clerk	.50
6/24/26	SDS	Download and review order granting preliminary approval; docket various due dates set forth in order	1.00
8/10/26	SDS	Discuss updated prebills with CP and LJ; review and revise affidavit in support of fees and firm brochure	1.50
8/12/26	SDS	Review/revise draft affidavit in support of fees and expenses; send same to co-counsel for review	.75
8/21/26	SDS	Attend to Sixth Circuit status report and docket same	.50

TOTAL PROFESSIONAL SERVICES **$ 95,343.75**

SUMMARY OF PROFESSIONAL SERVICES

Timekeeper	Hours	Rate	Total
Scott D. Simpkins	141.25	675.00	95,343.75
Total	**141.25**		**$ 95,343.75**

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EXPENSES

Date	Description	Amount
5/07/24	Paid to PACER re docket	6.80
2/19/25	Pro hac vice #1 filing fee in Ohio Southern District Court	200.00
2/19/25	Pro hac vice #2 filing fee in Ohio Southern District Court	200.00
3/18/25	Out-of-Town Travel-Mileage to Columbus for expert testimony	85.15
3/21/25	Out-of-Town Travel-Mileage back to Cleveland from expert testimony in Columbus	85.15
3/21/25	Metropolis Parking (March 18 thru 21st parking fee at Marriott)	110.25
3/21/25	Hotel-Courtyard by Marriott	700.79
8/01/25	Paid to PACER re docket	25.40
5/13/26	Paid to PACER (Q1 2026 invoice)	10.90
6/08/26	Out-of-Town Travel-Mileage to and from Columbus for hearing;	157.20
6/08/26	Parking - 85 N High Garage (in Columbus for for 6-9-26 hearing)	10.00

TOTAL EXPENSES **$ 1,591.64**

TOTAL THIS INVOICE **$ 96,935.39**

MANSOURGAVIN LPA
1001 Lakeside Avenue | Suite 1400 | Cleveland, OH 44114

September 9, 2026

Bursor & Fisher
888 Seventh Avenue
New York, NY 10019

Invoice No. 1013740
Client No. 7719
Matter No. 0001

REMITTANCE ADVICE

RE: Kroger Co. - Litigation

BALANCE DUE THIS INVOICE **$ 96,935.39**

All checks should be made payable to:
(Please return this advice with payment.)

Mansour Gavin LPA
ATTN: Accounts Receivable
1001 Lakeside Avenue, Suite 1400
Cleveland, OH 44114

For payment by wire or ACH in USD:

Please contact Accounting at
billing@mggmlpa.com or
216-523-1500

To pay your bill online via credit card please visit: www.mansourgavin.com/payment

Please reference, with your payment, the Invoice No. 1013740, and the Client-Matter No. 7719-0001

DUE UPON RECEIPT

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

JUDY KIRKBRIDE and BEETA LEWIS, individually and on behalf of all others similarly situated, Plaintiffs, vs. THE KROGER CO., Defendant.	)	Case No. 2:21-cv-00022-DRC-SCS District Judge Douglas R. Cole Magistrate Judge S. Courter Shimeall

DECLARATION OF JUDY KIRKBRIDE IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF THE SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

I, Judy Kirkbride, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am an adult over the age of 18 and a resident of the State of Ohio. I am one of the class representatives in the lawsuit entitled *Kirkbride, et al. v. The Kroger Co.*, Case Number 2:21-cv-00022-DRC-SCS, currently pending in the United States District Court for the Southern District of Ohio. I make this Declaration in support of (i) Plaintiffs' Motion for Final Approval of the Settlement, and (ii) Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards. The statements made in this Declaration are based on my personal knowledge and, if called as a witness, I could and would testify thereto.

2. On or around December 7, 2020, I filled a prescription for Doxycycline Hylate at the Kroger pharmacy located at 600 E. Main Street in Hebron, Ohio using my insurance. I paid a copayment of $11.79 for the medication.

3. I assisted with the litigation in this case by detailing my purchases of prescription medications from Kroger. I provided my lawyers with information and documentation regarding my purchases of prescription medication from Kroger and my insurance information.

4. I also worked with my attorneys to prepare the initial Class Action Complaint. I carefully reviewed the initial Class Action Complaint for accuracy and approved it before it was filed.

5. I also worked with my attorneys to prepare the First Amended Class Action Complaint. I carefully reviewed the First Amended Class Action Complaint for accuracy and approved it before it was filed.

6. During the course of this litigation, I kept in regular contact with my lawyers. Specifically, I conferred with them regularly by phone and e-mail to discuss the status of the case. We also discussed case strategy, anticipated motions, document and deposition discovery, and the prospects of settlement. Furthermore, when appropriate, I informed my attorneys of additional facts for their research and consideration.

7. I also coordinated with my lawyers to search for documents that Defendant requested in formal discovery, such as copies of documents related to my purchases of prescription drugs at Kroger, my insurance information, and other relevant documents.

8. Additionally, I prepared for my deposition, and I was deposed on January 16, 2024 from approximately 9:09 a.m. through approximately 3:24 p.m.

9. My lawyers have kept me well informed regarding the efforts to resolve this matter, including during the mediation. I discussed the Class Action Settlement Agreement with them and gave my approval prior to signing it.

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

11. Throughout this litigation, I understood that, as a class representative, I have an obligation to protect the interests of other class members and not act just for my own personal benefit. I do not have any conflicts with other Settlement Class Members. I have done my best to protect the interests of other Settlement Class Members and will continue to fairly and adequately represent the Settlement Class to the best of my ability.

I declare under penalty of perjury that the above and foregoing is true and accurate.

Executed on Sep 19, 2026 at Hebron, Ohio.

Judy Kirkbride (Sep 19, 2026 12:50:32 EDT)

Judy Kirkbride

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

JUDY KIRKBRIDE and BEETA LEWIS, individually and on behalf of all others similarly situated, Plaintiffs, vs. THE KROGER CO., Defendant.	)	Case No. 2:21-cv-00022-DRC-SCS District Judge Douglas R. Cole Magistrate Judge S. Courter Shimeall

DECLARATION OF BEETA LEWIS IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF THE SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

I, Beeta Lewis, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

1. I am an adult over the age of 18 and a resident of the State of Texas. I am one of the class representatives in the lawsuit entitled *Kirkbride, et al. v. The Kroger Co.*, Case Number 2:21-cv-00022-DRC-SCS, currently pending in the United States District Court for the Southern District of Ohio. I make this Declaration in support of (i) Plaintiffs' Motion for Final Approval of the Settlement, and (ii) Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards. The statements made in this Declaration are based on my personal knowledge and, if called as a witness, I could and would testify thereto.

2. Since approximately 2019, I have filled numerous prescriptions at Kroger using my insurance, including at the Kroger pharmacy located at 2350 SE Green Oaks Boulevard A in Arlington, Texas. These fills include, but are not limited to, the following:

- On or about April 16, 2019, I filled a prescription for Bupropion xl 30 tablets 150mg using my insurance. I paid $14.48 for the medication.

- On or about April 16, 2019, I filled a prescription for Azithromycin 11 tablets 250mg using my insurance. I paid $8.82 for the medication.
- On or about April 27, 2020, I filled a prescription for Bupropion xl 90 tablets 300mg using my insurance. I paid $58.65 for the medication.
- On or about May 3, 2020, I filled a prescription for Alprazolam 90 tablets 0.5mg using my insurance. I paid $15.56 for the medication.
- On or about December 11, 2020, I filled a prescription for Montelukast 90 tablets 10mg using my insurance. I paid $33.42 for the medication.

3. I assisted with the litigation in this case by detailing my purchases of prescription medications from Kroger. I provided my lawyers with information and documentation regarding my purchases of prescription medications from Kroger and my insurance information.

4. I also worked with my attorneys to prepare the First Amended Class Action Complaint. I carefully reviewed the First Amended Class Action Complaint for accuracy and approved it before it was filed.

5. During the course of this litigation, I kept in regular contact with my lawyers. Specifically, I conferred with them regularly by phone and e-mail to discuss the status of the case. We also discussed case strategy, anticipated motions, document and deposition discovery, and the prospects of settlement. Furthermore, when appropriate, I informed my attorneys of additional facts for their research and consideration.

6. I also coordinated with my lawyers to search for documents that Defendant requested in formal discovery, such as copies of documents related to my purchases of prescription drugs at Kroger, my insurance information, and other relevant documents.

7. Additionally, I prepared for my deposition, and I was deposed on January 25, 2024 from approximately 9:02 a.m. to approximately 4:05 p.m.

8. My lawyers have kept me well informed regarding the efforts to resolve this matter, including during the mediation. I discussed the Class Action Settlement Agreement with them and gave my approval prior to signing it.

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

10. Throughout this litigation, I understood that, as a class representative, I have an obligation to protect the interests of other class members and not act just for my own personal benefit. I do not have any conflicts with other Settlement Class Members. I have done my best to protect the interests of other Settlement Class Members and will continue to fairly and adequately represent the Settlement Class to the best of my ability.

I declare under penalty of perjury that the above and foregoing is true and accurate.

Executed on Sep 21, 2026 at Cool, Texas.

Beeta Lewis (Sep 21, 2026 15:20:20 CDT)

Beeta Lewis