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11 *Attorneys for Plaintiffs*

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA  
14 SOUTHERN DIVISION  
15

16 TERRI N. WHITE, *et al.*,  
17 Plaintiffs,  
18 v.  
19 EXPERIAN INFORMATION  
SOLUTIONS, INC.,  
20 Defendant.  
21

Case No. 05-cv-1070 DOC (MLGx)  
(Lead Case)

**DECLARATION OF MICHAEL W.  
SOBOL IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
AWARD OF ATTORNEYS' FEES,  
EXPENSES AND SERVICE  
AWARDS**

22 and Related Cases:

23 05-cv-01073-DOC (MLGx)  
24 05-cv-7821-DOC (MLGx)  
06-cv-0392-DOC (MLGx)  
25 05-cv-1172-DOC(MLGx)  
06-cv-5060-DOC (MLGx)  
26

Date: December 11, 2017

Time: 8:30 A.M.

The Honorable David O. Carter

1 I, Michael W. Sobol, declare as follows:

2 1. I am a member in good standing of the State Bar of California, and a  
3 partner in the firm, Lief, Cabraser, Heimann & Bernstein, LLP. I make this  
4 Declaration of my own personal knowledge. If called upon to testify, I could and  
5 would testify competently to the truth of the matters stated herein.

6 **Introduction**

7 2. I submit this declaration in support of Class Counsel's application for  
8 an award of attorneys' fees and expenses. I have served as Plaintiffs' counsel in  
9 this litigation continuously since these cases were filed in 2005. On August 19,  
10 2008, in connection with the approval of the Injunctive Relief Settlement, the Court  
11 appointed me to serve as Class Counsel for that settlement class. (Dkt. 338.) On  
12 June 16, 2017, in connection with the preliminary approval of the monetary relief  
13 settlement, the Court appointed me to serve as Class Counsel for that proposed  
14 settlement class. (Dkt. 1067.)

15 3. I previously recounted the history of this Litigation in detail in my  
16 previous Declarations (Dkts. 577-2, 887, 1047), including the immediate events  
17 leading up to the proposed monetary relief settlement, which I will not repeat here.

18 4. On June 16, 2017, the Court granted preliminary approval to the  
19 proposed monetary relief settlement reached by the parties (the "Settlement").  
20 (Dkt. 1067.) Subject to this Court's final approval, the Settlement will resolve all  
21 monetary relief claims of the Plaintiffs and all members of the Settlement Class.  
22 This Settlement builds on the significant relief that was made available to Class  
23 members under the 2009 Proposed Settlement with additional monetary  
24 consideration, as well as a new package of Non-Monetary Relief.

25 5. The Settlement provides a package of Non-Monetary Relief, including  
26 information about fixing credit reporting errors, which will be available on the  
27 Settlement Website, as well as an option for Settlement Class members to claim a  
28 free credit report and two free VantageScore credit scores. The Settlement also

1 provides that Defendants agree to contribute an additional \$1 million, on top of the  
2 \$37 million remaining in the existing Settlement Fund from the 2009 Proposed  
3 Settlement (i.e., the amount remaining in the existing Settlement Fund after  
4 payment of prior notice and administrative expenses). The Settlement Fund will be  
5 used to pay benefits to eligible Class members who have submitted or will submit  
6 qualifying claims, as well as pay notice costs and attorney fees and costs. Class  
7 members have received a new round of notice and a second opportunity to file  
8 claims, amend their original claims, opt out, or object.

9 6. Based on my experience as Lead Counsel in numerous nationwide  
10 consumer and FCRA class actions, I believe the proposed Settlement is an excellent  
11 result for the Class that exceeds the minimal threshold requirements of being fair,  
12 reasonable, and adequate, and merits the Court's final approval.

### 13 **Qualifications of Counsel**

14 7. I am a 1989 graduate of Boston University School of Law. I practiced  
15 law in Massachusetts from 1989 to 1997. From 1995 through 1997, he was a  
16 Lecturer in Law at Boston University School of Law. In 1997, I left my partnership  
17 in the Boston firm of Shafner, Gilleran & Mortensen, P.C. to move to San  
18 Francisco and to join Lieff, Cabraser, Heimann & Bernstein, LLP ("LCHB").  
19 Since joining LCHB in 1997, I have represented plaintiffs in numerous consumer  
20 protection and other class actions. I have been a partner with LCHB since 1999,  
21 and since 2002 have served as the head of LCHB's consumer practice group.

22 8. LCHB is a national law firm with offices in San Francisco, New York,  
23 and Nashville. LCHB's practice focuses on complex and class action litigation  
24 involving consumer protection, employment, financial, securities, environmental,  
25 and personal injury matters. A copy of LCHB's firm resume, which describes the  
26 firm's experience in class action and other complex litigation, can be found at  
27 [https://www.lieffcabraser.com/pdf/Lieff\\_Cabraser\\_Firm\\_Resume.pdf](https://www.lieffcabraser.com/pdf/Lieff_Cabraser_Firm_Resume.pdf), and is not  
28

1 attached hereto given its length. This resume is not a complete listing of all cases in  
2 which LCHB has been class counsel or otherwise counsel of record.

3 9. During my time at LCHB, I have overseen a wide range of consumer  
4 protection litigation and have served as plaintiffs' class counsel in numerous  
5 nationwide consumer class action cases. The following cases are representative  
6 examples of class actions in which I have played or am currently playing a  
7 leadership role:

8 a. I served as Co-Lead Class Counsel in *Gutierrez v. Wells Fargo*  
9 *Bank, N.A.*, No. C 07-05923 WHA (N.D. Cal.), a class action alleging unfair  
10 practices and false representations by Wells Fargo in connection with its imposition  
11 of overdraft charges. In 2013, the court reinstated a \$203 million class judgment  
12 that had been entered in 2010 following a bench trial, and in 2014 the reinstated  
13 judgment was affirmed by the Ninth Circuit. Judge Alsup noted that LCHB  
14 "performed at a superior level as class trial counsel" and that LCHB's trial  
15 performance "ranks as one of the best this judge has seen in sixteen years on the  
16 bench." *Gutierrez v. Wells Fargo Bank, N.A.*, No. C 07-05923 WHA, 2015 WL  
17 2438274, at \*1, 7 (N.D. Cal. May 21, 2015). In 2011, I was named a finalist of  
18 Consumer Attorneys of California's ("CAOC") Consumer Attorney of the Year  
19 award for my work in this case.

20 b. I served on the Plaintiffs' Executive Committee in *In re*  
21 *Checking Account Overdraft Litigation*, MDL 2036 (S.D. Fla.), a multidistrict  
22 litigation involving more than two dozen banks and allegations of unfair practices  
23 and false representations in connection with the banks' imposition of overdraft  
24 charges. Class settlements totaling over a billion dollars have been approved by the  
25 court to date. In 2012, I was named as a finalist for Trial Lawyer of the Year by  
26 Public Justice for my work in this litigation. The same year, I was named a finalist  
27 by CAOC for the Consumer Attorney of the Year award for my work in the  
28

1 *Yourke v. Bank of America*, a case that was a part of the MDL which resulted in a  
2 settlement of \$410 million.

3 c. I served as Plaintiffs' Liaison Counsel and on the Plaintiffs'  
4 Executive Committee in *In re Chase Bank USA, N.A. "Check Loan" Contract*  
5 *Litigation*, MDL No. 2032 (N.D. Cal.), a nationwide multidistrict class action  
6 alleging that Chase breached its good faith obligation to credit card holders by  
7 modifying the terms of their long-term fixed rate loans. In November 2012, the  
8 court granted final approval to a \$100 million nationwide settlement that provides  
9 direct payments to approximately one million cardholders and important injunctive  
10 relief. In 2013, I was named a finalist for CAOC's Consumer Attorney of the Year  
11 award for my efforts in this litigation.

12 d. I am appointed to the Plaintiffs' Steering Committee in *In re*  
13 *Anthem, Inc. Data Breach Litigation*, No. 15-md-02617-LHK (NC) (N.D. Cal.), a  
14 multidistrict litigation alleging that Anthem failed to maintain adequate security  
15 measures, resulting in a massive data breach compromising highly sensitive  
16 personal identifying information of more than 80 million persons. A proposed  
17 settlement, which includes comprehensive injunctive relief and a \$115 million  
18 settlement fund, in that case has been preliminarily approved.

19 e. I served as class counsel in *Ebarle et al. v. LifeLock Inc.*, No.  
20 3:15-cv-00258 (N.D. Cal.), alleging LifeLock failed to protect the personal  
21 information of its subscribers from hackers and criminals, contrary to its  
22 representations. On September 21, 2016, the court granted final approval to a \$68  
23 million settlement of the case.

24 f. I served as co-class counsel in *In re TracFone Unlimited Service*  
25 *Plan Litigation*, Case No. 13-cv-03440-EMC (N.D. Cal.), a class action alleging  
26 that *TracFone* falsely advertised its cell phone plans as providing "unlimited" data  
27 when it imposed secret data caps on the plans, pursuant to which it would throttle  
28 (*i.e.* severely slow down) or suspend consumers' data. On July 2, 2015, Judge

1 Chen granted final approval to a \$40 million settlement which included industry-  
2 leading business practice changes.

3 g. I served as Co-Lead Counsel and Plaintiffs' Liaison Counsel in  
4 *Campbell v. Facebook*, No. 4-13-cv-5996 (N.D. Cal.), a nationwide class action  
5 lawsuit alleging that Facebook intercepts private data in users' personal and private  
6 e-mail messages on the social network and profits by sharing that information with  
7 third parties. The court certified a litigation class pursuant to Rule 23(b)(2), and  
8 thereafter granted final approval of an injunctive relief settlement.

9 h. I served as Co-Lead Class Counsel in *Corona v. Sony Pictures*  
10 *Entertainment, Inc.*, No. CV 14-09600-RGK (Ex) (C.D. Cal.), a nationwide class  
11 action alleging that Sony had inadequate security measures in place, which allowed  
12 cyber attackers to successfully steal its employees' personally identifying  
13 information. On April 6, 2016, the court granted final approval of a settlement  
14 which provided for injunctive relief, identity protection/credit monitoring, and  
15 approximately \$500–\$1,500 compensation to valid claimants.

16 i. I served as Co-Lead Class Counsel in *Perkins v. LinkedIn*  
17 *Corporation*, No. 13-04303 (N.D. Cal.), alleging that individuals who joined  
18 LinkedIn's network had their names and likenesses used without consent by  
19 LinkedIn to endorse LinkedIn's services and send repeated emails to their contacts  
20 asking that they join LinkedIn. On February 16, 2016, the court granted final  
21 approval to \$13 million settlement, one of the largest per-class member settlements  
22 ever in a digital privacy class action. In addition to the monetary relief, LinkedIn  
23 made significant changes to Add Connections disclosures and functionality.

24 j. I serve as Chair of Plaintiffs' Executive Committee and interim  
25 Class Counsel in *In re Intuit Data Litigation*, No. 15-1778 (N.D. Cal.), representing  
26 identity theft victims in a nationwide class action lawsuit against Intuit for  
27 facilitating the filing of fraudulent tax returns through its TurboTax software  
28 program. The case is being actively litigated.

1 k. I serve as interim class counsel in *In re Arizona Theranos, Inc.*  
2 *Litigation*, No. 2:16-cv-2138-HRH (D. Ariz.). This class action alleges that  
3 Walgreens and startup company Theranos, Inc. and its top executives committed  
4 fraud and battery by prematurely marketing to consumers blood testing services that  
5 were still in-development, not ready-for-market, and dangerously unreliable.  
6 Plaintiffs allege that Walgreens' and Theranos' conduct violates Arizona and  
7 California consumer protection statutes and common law.

8 l. I served as Class Counsel in *Brazil v. Dell Inc.*, No. C-07-01700  
9 RMW (N.D. Cal.), a class action alleging false reference price advertising in  
10 connection with defendant's online sale of computers. This was the first class  
11 action of its kind to receive certification, and resulted in a settlement which allowed  
12 class members to submit claims for \$50 payments, and included important practice  
13 changes.

14 m. I served as Lead Plaintiffs' Counsel in *In re Apple and AT&T*  
15 *iPad Unlimited Data Plan Litigation*, No. 10-cv-02553 RMW (N.D. Cal.), a class  
16 action alleging that defendants falsely advertised access to an unlimited data plan  
17 for the iPad device. In 2014, the court granted final approval of a settlement which  
18 allowed class members to submit claims for \$40 payments and provided other  
19 benefits to class members.

20 n. I served as Co-Class Counsel in *Pakeman, et al. v. American*  
21 *Honda Finance Corporation* (M.D. Tenn.), a case raising race discrimination  
22 claims under the Equal Credit Opportunity Act. On April 18, 2005, court granted  
23 final approval of a class settlement requiring defendant to establish a refinance  
24 program applicable to \$1 billion of its existing loan portfolio under which African  
25 Americans and Hispanic Americans are eligible for a reduction on their auto loan  
26 interest rate. The settlement also imposed a limit to the amount of "mark-up"  
27 lenders can impose on interest rates, increased the transparency of consumer  
28

1 disclosures, and funded consumer education programs. The monetary benefit to the  
2 class is estimated to be between about \$47 million to \$72 million.

3 o. I was Co-Lead Plaintiffs' Counsel in *Morris v. AT&T Wireless*  
4 *Services, Inc.*, No. C-04-1997-MJP (W.D. Wash.), a case alleging that a nationwide  
5 class of cell phone customers was subjected to an end-of-billing cycle cancellation  
6 policy implemented by AT&T Wireless, thereby breaching customers' service  
7 agreements. On May 19, 2006, the New Jersey Superior Court granted final  
8 approval to a class settlement that guaranteed delivery to the class of \$40 million in  
9 benefits.

10 p. I served as Co-Lead Counsel in *Yarrington v. Solvay*  
11 *Pharmaceuticals, Inc.*, No. 09-CV-2261 (D. Minn.), a class action alleging that  
12 Solvay deceptively marketed and advertised Estratest as an FDA-approved drug  
13 when in fact Estratest was not FDA-approved for any use. In March 2010, the court  
14 granted final approval to a \$16.5 million settlement, pursuant to which consumers  
15 obtained partial refunds of up to 30% of the purchase price paid for Estratest.

16 q. I served as Co-Lead Plaintiffs' Counsel in *Reverse Mortgage*  
17 *Cases*, J.C.C.P. No. 4061 (San Mateo Sup. Ct.), an action brought against  
18 Transamerica alleging that it targeted senior citizens to market and sell "reverse  
19 mortgages" which were misleading as to loan terms and contained unfair charges  
20 and fees. A nationwide settlement provided relief to approximately 1600 members  
21 of the class averaging about \$5,000 per class member, with some class members  
22 receiving many times that amount.

23 10. I have been the primary attorney at LCHB responsible for the conduct  
24 of this litigation. Over the course of the ten years of this litigation, the two other  
25 lawyers at LCHB who have contributed significant amounts of time and effort to  
26 this case are Roger N. Heller and Allison S. Elgart.

27 11. Roger N. Heller graduated from Columbia University School of Law  
28 in 2001, where he was a Senior Editor for the Columbia Law Review. From 2001



1 through 2005, he was a litigation associate at O'Melveny & Myers LLP. From  
2 2005 through 2008, he worked for the non-profit law firm Disability Rights  
3 Advocates, where he was a Senior Staff Attorney and worked primarily on  
4 prosecuting class actions under federal and state anti-discrimination laws. Roger  
5 joined LCHB in 2008, and became a partner at LCHB in 2011. During his time at  
6 LCHB, his practice has been focused on consumer protection class actions. He has  
7 successfully represented large classes in numerous consumer cases, including cases  
8 involving consumer banking, credit cards, credit agencies, and false advertising.  
9 Among other recognitions, he was a finalist for the CAOC Consumer Attorney of  
10 the Year Award (2012 and 2013) and for the Public Justice Trial Lawyer of the  
11 Year Award (2012), and was a two-time Law 360 "Rising Star" (2014 and 2015),  
12 which recognizes the top lawyers in the country under the age of 40.

13 12. Allison S. Elgart was an associate at LCHB from 2006 until 2011.  
14 Allison graduated magna cum laude from Brown University in 2000, and from  
15 Harvard Law School in 2005, where she was Editor-in-Chief of the Harvard Civil  
16 Rights-Civil Liberties Law Review and a practicing member of the Harvard Legal  
17 Aid Bureau. After graduating from law school, she clerked for the Honorable  
18 Robert P. Patterson, Jr. of the United States District Court for the Southern District  
19 of New York. While at LCHB, Allison focused on representing plaintiffs in  
20 employment discrimination litigation and consumer protection class action cases.

### 21 **Time and Expenses Incurred**

22 13. To date, Class Counsel has expended considerable time and effort  
23 vigorously litigating this case. Class Counsel have devoted thousands of attorney  
24 hours and hundreds of thousands of dollars in out-of-pocket costs to cover the  
25 expenses of litigation since 2005.

26 14. I am the partner at LCHB who supervises its associates, paralegals,  
27 and litigation support personnel in connection with their work regarding the  
28 Litigation. In addition, I have personally conducted discovery, taken fact and

1 expert depositions, reviewed documents, appeared at conferences and motion  
2 hearings before the Court, and actively participated in the mediation sessions  
3 concerning the Litigation. Since around the time that the *White* and *Hernandez*  
4 actions were consolidated into a single proceeding, my co-counsel Michael A.  
5 Caddell and I have effectively served during the Litigation as co-lead counsel on  
6 behalf of all the *White/Hernandez* Plaintiffs.

7 15. LCHB has spent time on this litigation that could have been spent on  
8 other matters. At various times during the litigation of this class action, this lawsuit  
9 has consumed a substantial percentage of my billable time that could otherwise  
10 have been spent on other fee-generating work. In addition to a substantial  
11 percentage of my time, this case has also required work by other lawyers in my  
12 firm, as well as by our law clerks, paralegals, investigators, and computer database  
13 personnel.

14 16. The time my firm has spent on this case has been completely  
15 contingent on the outcome of the action. LCHB has not been paid for any of the  
16 time spent on the action.

17 17. In connection with the Litigation, the attorney and staff timekeepers at  
18 LCHB have billed a total of 11,536.60 hours from inception to October 25, 2017.  
19 (For a breakdown of the time expended, see Exhibit A.)

20 18. The hours expended by LCHB include time incurred prosecuting and  
21 resolving both the injunctive relief claims resulting in the 23(b)(2) Settlement and  
22 the monetary relief claims resulting in the 23(b)(3) Settlement. While both sets of  
23 claims were pending, the work performed with respect to those claims was  
24 substantially indistinguishable from one another. As the Court has noted in this  
25 case, “[t]hese fees and costs are so intertwined with the injunctive relief portion of  
26 the lawsuit, and this Court would spend an inordinate amount of time in  
27 disagreements about what portion of plaintiffs’ counsel’s hours were billed to  
28 strictly injunctive relief and what the carryover is to class cert and the remaining

1 claims.” August 19, 2008 Hearing Tr. at 19. Accordingly, one-half of the time  
2 incurred from inception through the time of the filing of the 23(b)(2) Settlement  
3 (April 3, 2008) is allocated to the 23(b)(2) Settlement (plus another 26.3 hours  
4 subsequently incurred on the hearing on the approval of that settlement) and the  
5 other one-half is allocated to the 23(b)(3) Settlement.

6 19. In addition, Class Counsel have collectively agreed to refrain from  
7 seeking compensation for their efforts expended during the interval of time when  
8 there was a pending settlement containing a service award clause that the Ninth  
9 Circuit ruled created an impermissible conflict. *Radcliffe v. Experian Info. Solutions*  
10 *Inc.*, 715 F.3d 1157, 1164–65 (9th Cir. 2013) (“*Radcliffe I*”). That period of time  
11 spans April 9, 2009, through May 1, 2013.

12 20. Of the 11,536 hours expended by LCHB during this litigation, 2701  
13 hours are allocated to the Injunctive Relief Settlement, and 3,533 hours are  
14 allocated to the period for which no compensation is sought, leaving 5,301 hours  
15 upon which LCHB’s fee request for the monetary relief settlement is based. Below  
16 is a chart reflecting this allocation and expressing the corresponding lodestar:

17

<b>Period</b>	<b>Hours</b>	<b>Lodestar</b>
Inception to date	11,536.60	\$6,802,785.00
Injunctive Relief Settlement	2701.55	\$1,641,101.00
April 9, 2009, through May 1, 2017	3,533.20	\$1,922,371.50
Adjusted Total	5,301.85	\$3,239,312.50

18  
19  
20

21 21. Based upon my experience with other class action matters, I believe  
22 that the time expended by LCHB in connection with this litigation and for which it  
23 seeks compensation, when compared to the result achieved for the Class, is  
24 reasonable in amount and was necessary to ensure the successful result obtained on  
25 behalf of the Class.

26 22. LCHB’s customary rates, which were used for purposes of calculating  
27 lodestar here, are based on prevailing fees in this District and have been approved  
28 in the Central District of California and other Courts in this Circuit. LCHB sets its

1 hourly rates according to prevailing market rates, bills its hourly paying clients  
2 according to those rates, and is routinely awarded fees according to those rates. A  
3 sample of California federal courts that have approved LCHB’s standard billing  
4 rates and reimbursement of costs as reasonable are:

5 a. *In re High-Tech Employee Antitrust Litig.*, No. 11-cv-02509-  
6 LHK, Dkt. No. 1112 (N.D. Cal. Sept. 2, 2015) (approving billing rates);

7 b. *Campbell v. Facebook, Inc.*, No. 13-cv-05996-PJH, Dkt. No.  
8 253 (N.D. Cal. Aug. 18, 2017) (approving billing rates and granting requested  
9 attorneys’ fees);

10 c. *In re: Toyota Motor Corp. Unintended Acceleration Marketing,*  
11 *Sales Practices, and Products Liability Litig.*, No. 10-ml-02151 JVS (FMOx), Dkt.  
12 No. 3933 (C.D. Cal. June 24, 2013) (awarding requested fees and finding that  
13 “[c]lass counsel’s experience, reputation, and skill, as well as the complexity of the  
14 case” justified their rates that ranged up to \$950);

15 d. *In re TracFone Unlimited Serv. Plan Litig.*, 112 F. Supp. 3d  
16 993, 1009 (N.D. Cal. 2015) (awarding requested attorneys’ fees);

17 e. *Steinfeld v. Discover Financial Services*, Case No. 3:12-cv-  
18 01118-JSW (N.D. Cal. Mar. 31, 2014) (“Class counsel have submitted declarations  
19 that show the hourly rates that they have requested are reasonable and have  
20 provided the Court with information about other cases that approved their rates.”);

21 f. *Nwabueze v. AT&T Inc.*, No. C 09-01529 SI, 2014 U.S. Dist.  
22 LEXIS 11766, at \*8 (N.D. Cal. Jan. 29, 2014) (“[T]he Court also finds that the rates  
23 requested are within the range of reasonable hourly rates for contingency litigation  
24 approved in this District.”);

25 g. *Ross v. Trex Co., Inc.*, No. 09-cv-00670-JSW (N.D. Cal. Dec.  
26 16, 2013) (awarding requested attorneys’ fees);

27 h. *In re AXA Rosenberg Investor Litigation*, No. 11-00536-JSW  
28 (N.D. Cal. April 2, 2012) (“The Court has also reviewed Lead Counsel’s hourly

1 rates and concludes that these rates are appropriate for attorneys in this locality of  
2 Lead Counsel’s skills and experience.”);

3 i. *Vedachalam v. Tata Consultancy Services, Ltd.*, No. C-06-0963-  
4 CW (N.D. Cal. July 18, 2013) (“Class Counsel’s hourly rates are reasonable in light  
5 of their experience (as reflected in their declarations and the declarations of their  
6 peers in the field of class action litigation), and the rates charged are comparable to  
7 other attorneys in this field.”);

8 23. LCHB has expended a total of \$466,867.56 in un-reimbursed expenses  
9 that were necessarily incurred in connection with this Litigation and are reflected  
10 on LCHB’s books and records as maintained in the ordinary course of business.  
11 These books and records are prepared from invoices, receipts, expense vouchers,  
12 check records and other records, and are an accurate record of the expenses  
13 incurred in this case. The rates charged for all internal expenses incurred by my  
14 firm (e.g., photocopying) are the same irrespective of whether the case is billable or  
15 contingent. As a result, the rates charged are necessarily market-sensitive and  
16 market-competitive since they are subject to and controlled by an overriding  
17 “check” imposed by the firm’s cost paying clients.

18 24. As with the time incurred by LCHB, the expenses incurred by LCHB  
19 can be allocated amongst the proposed monetary relief settlement, the injunctive  
20 relief settlement, and the period of time subject to the rule in *Radcliffe I*. The total  
21 costs LCHB seeks to have reimbursed via the monetary relief settlement is  
22 \$309,861.30, and the resulting allocation is as follows:

<b>Period</b>	<b>Costs</b>
Inception to date	\$466,867.56
Injunctive Relief Settlement	\$52,574.31
April 9, 2009, through May 1, 2017	\$104,431.95
Adjusted Total (applicable to monetary relief settlement)	\$309,861.30

